



NOTICE OF THE CITY OF BRECKENRIDGE  
**REGULAR MEETING OF THE BRECKENRIDGE CITY  
COMMISSION**

September 01, 2026 at 5:30 PM

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**AGENDA**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the City Commission will meet in a Regular Meeting of the Breckenridge City Commission on September 01, 2026 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**American Flag**

**OPEN FORUM**

*This is an opportunity for the public to address the City Commission on any matter of public business, except public hearings. Comments related to public hearings will be heard when the specific hearing begins.*

**SPECIAL PRESENTATIONS AND ANNOUNCEMENTS**

*(Mayoral proclamations, presentations of awards and certificates, and other acknowledgements of significant accomplishments or service to the community.)*

1. Proclamation presented to Bethel Baptist Church in celebration of its 100th anniversary.
2. City Secretary to administer the Oath of Office to Officer Dawson Tovar.

**Fire Chief**

3. Employee of the Month-Cody Riddle

**STAFF REPORT**

*(Staff Reports are for discussion only. No action may be taken on items listed under this portion of the agenda, other than to provide general direction to staff or to direct staff to place such items of a future agenda for action.)*

**City Manager**

4. City Business

## Reschedule October Commission Meeting

### City Secretary

#### 5. Upcoming Events

09/02 Homecoming Parade

09/14 Citizens Academy

09/17 Bulk Pickup

10/06 National Night Out

### CONSENT AGENDA

*Any commission member may request an item on the Consent Agenda to be taken up for individual consideration.*

- [6.](#) Consider approval of the August 4, 2026, regular commission meeting minutes as recorded.
- [7.](#) Consider approval of the August 25, 2026, special commission meeting minutes as recorded.
- [8.](#) Consider approval of department head reports and monthly investment reports for July 2026.
- [9.](#) Consider approval of Resolution 2026-24 confirming and accepting securities pledged for municipal funds while acting as City Depository.
- [10.](#) Consider approval of the Facility Use Agreement with Stephens County Humane Society for a city owned building located at 210 N. Live Oak Street, Breckenridge, previously known as the Sis Clark Building.
- [11.](#) Consider approval of Resolution 2026-25 for recommended Board of Director appointments to the BEDC.

### PUBLIC HEARING ITEMS

- [12.](#) Public Hearing on the proposed 2026-2027 City of Breckenridge Budget.

### ACTION ITEMS

- [13.](#) Discussion and any necessary action regarding approval of an Interlocal for shared use of the Stephens County Law Enforcement Center building.
- [14.](#) Discussion and any necessary action regarding approval of an Interlocal for Fire Services with Stephens County.
- [15.](#) Discussion and any necessary action regarding approval of renewing the Interlocal for Animal Control services with Stephens County.



- [16.](#) Discussion and any necessary action regarding Interlocal with Stephens County for Emergency Notification System HyperReach.
- [17.](#) Discussion and any necessary action regarding Family Fun Festival.
- [18.](#) Discussion and any necessary action regarding Ordinance 2026-21 authorizing the issuance and sale of City of Breckenridge, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2026; levying an annual ad valorem tax and providing for the security for and payment of said Certificates of Obligation; providing an effective date; and enacting other provisions relating to the subject.
- [19.](#) Discussion and any action regarding approval of Construction Contract Change Order #2 on the Water System Improvements project funded by Texas Water Development Board (DWSRF #62913) (CID-01) contingent upon agency approval.
- [20.](#) Discussion and any action regarding approval of Construction Contract Change Order #1 on the TWDB CWSRF (#73905-CID-01) Wastewater Treatment Plant Improvements Phase I contingent upon agency approval.
- [21.](#) Discussion and any action regarding approval of Construction Contract Change Order #3 on the Street Improvement Phase III.
- [22.](#) Discussion and any necessary action regarding approval of Ordinance 2026-20 providing for the Abandonment, Vacation, and Closure of Westwood and Providing for the Conveyance of Said Property.
- [23.](#) Discussion and any necessary action Resolution 2026-27; Surplus Bricks to TDCJ.
- [24.](#) Discussion and any necessary action on approving Ordinance 2026-18 adopting a budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027, in accordance with the laws of the State of Texas, appropriating the various amounts thereof, and repealing all Ordinances in conflict therewith; and providing for an effective date.
- [25.](#) Discussion and any necessary action regarding approval of Resolution 2026-26 ratifying the tax revenue for the tax year 2026 (FY 2026-2027) for the City of Breckenridge.
- [26.](#) Discussion and any necessary action regarding Ordinance 2026-19 Levying Ad Valorem Taxes for the Use and Support of the Municipal Government of the City of Breckenridge, Texas, and providing for the Interest and Sinking Fund for the Fiscal Year 2026-2027; Directing the collection thereof; and providing for the time of paying the Ad Valorem taxes levied and providing that taxes become delinquent if not paid.
- [27.](#) Discussion and any necessary action regarding Ordinance 2026-17 amending FY 2025-2026 official budget adopted by Ordinance 2025-17.
- [28.](#) Discussion and any necessary action regarding approval of Ordinance 2026-16 updating the Schedule of Fees (First Reading).

## EXECUTIVE SESSION

*Pursuant to Texas Government Code, Annotated, Chapter 551, Subchapter D, Texas Open Meetings Act (the "Act"), City Commission will recess into Executive Session (closed meeting) to discuss the following:*

### **Consultation with Attorney**

*§551.071(2): Consultation with Attorney on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly conflicts with the Open Meetings Act:*

29. City Manager Agreement

### **Personnel Matters**

*§551.074: Deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee:*

30. City Manager

## RECONVENE INTO OPEN SESSION

*In accordance with Texas Government Code, Section 551, the City Commission will reconvene into Open Session and consider action, if any, on matters discussed in Executive Session.*

## RECEIVE REQUESTS FROM COMMISSION MEMBERS/STAFF FOR ITEMS TO BE PLACED ON NEXT MEETING AGENDA

*Discussion under this section must be limited to whether or not the Commission wishes to include a potential item on a future agenda.*

## ADJOURN

## CERTIFICATION

I hereby certify that the above notice was posted in the bulletin board at Breckenridge City Hall, 105 North Rose Avenue, Breckenridge, Texas , by **5:30 PM** on the **26th day of AUGUST 2026**.

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City Secretary

**NOTE:** As authorized by Section 551.071 of the Texas Government Code (Consultation with City Attorney), this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein.

**PUBLIC TESTIMONY NOTICE:** Persons wishing to address the City Commission during a "Public Hearing" or "Open Forum" shall complete and present a Public Testimony Participation Form to the City Secretary prior to the beginning of the scheduled City Commission meeting. Each speaker will be allowed three (3) minutes to address the City Commission. No discussion or action may be taken by the City Commission on a matter unless the matter has been placed on a properly posted agenda in accordance with the Texas Open Meetings Act.

**POSTING OF AGENDA PACKET:** *The posting of the agenda packet on the City's website is for transparency and convenience of the public. All documents, such as ordinances and resolutions, are included in the packet in draft form and presented to the City Commission for use in their deliberations at the Commission meeting. It is not the intent of the City Manager or City Commission to consider the draft documents as adopted or not subject to revision. All draft documents discussed at duly called City Commission meetings will be revised pursuant to action taken at the meeting, and the final form of such adopted documents is subject to review by the public under the Public Information Act.*



*Persons with disabilities who plan to attend this public meeting and who may need auxiliary aid or services are requested to contact the Breckenridge City Hall 48 hours in advance, at 254-559-8287, and reasonable accommodations will be made for assistance.*

**CITY OF BRECKENRIDGE, TEXAS  
TAXPAYER IMPACT STATEMENT**

**Prepared in accordance with House Bill 1522 (2025), amending Section 551.043 of the Texas Government Code to require that the notice of a meeting required to be posted under section 551.043(a) of the Texas Open Meetings Act, at which a governmental body will discuss or adopt a budget for the governmental body, must include a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year.**

The City of Breckenridge intends to adopt the Fiscal Year 2026–2027 Budget and Tax Rate during the regular scheduled meeting of the Breckenridge City Commissioners on September 1, 2026.

| <b>Description</b>                                                                                                                 | <b>Amount</b>        |
|------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Average Appraised Value of a Homestead Property                                                                                    | \$ <u>116,860</u>    |
| Current Fiscal Year 2025-2026 Property Tax Bill (\$1.02893)                                                                        | \$ <u>\$1,202.41</u> |
| Estimated Property Tax Bill for FY 2026–2027 if the City Adopts the Proposed Budget and Proposed Tax Rate (\$1.01893)              | \$ <u>\$1,190.72</u> |
| Estimated Property Tax Rate for FY 2026-2027 if the City adopts the Proposed Budget at the Voter approval Rate (\$1.07204)         | \$ <u>1,252.79</u>   |
| Estimated Property Tax Bill for FY 2026–2027 if the City Adopts a Balanced Budget Funded at the No-New-Revenue Tax Rate (\$.90389) | \$ <u>\$1,056.29</u> |

*Tax Rates are Calculated using the following formula:  
Property Tax Amount=(rate)x(Taxable value of your property)/100*

The estimates contained in this Taxpayer Impact Statement are based upon Certified property values received from Stephens County Appraisal District.

If the City Commission intends to discuss the proposed budget at a subsequent meeting, the City will include a Taxpayer Impact Statement in the notice for that meeting containing updated estimates based upon any amendments to the proposed budget and proposed tax rate.

A copy of the proposed Fiscal Year 2026–2027 Budget is available for public inspection on the City of Breckenridge website at [www.breckenridgetx.gov](http://www.breckenridgetx.gov) and may also be reviewed during regular business hours in the City Secretary's Office at Breckenridge City Hall, 105 N. Rose Avenue, Breckenridge, Texas.



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Consider approval of the August 4, 2026, regular commission meeting minutes as recorded.

**Department:** Administration

**Staff Contact:** Jessica Sutter

**Title:** City Secretary

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**BACKGROUND INFORMATION:**

Meeting minutes for the regular commission meeting on August 4, 2026.

**FINANCIAL IMPACT:**

NA

**STAFF RECOMMENDATION:**

Consider approval of minutes as presented.



## REGULAR MEETING OF THE BRECKENRIDGE CITY COMMISSION

Tuesday, August 4, 2026, at 5:30 PM  
Breckenridge City Offices Commission Chambers  
105 North Rose Avenue  
Breckenridge, Texas 76424

### MINUTES

**REGULAR CITY COMMISSION MEETING OF THE CITY OF BRECKENRIDGE, TEXAS, HELD ON THIS DATE  
WITH THE FOLLOWING MEMBERS PRESENT.**

#### PRESENT

MAYOR  
COMMISSIONER, PLACE 1  
COMMISSIONER, PLACE 2  
COMMISSIONER, PLACE 3  
MAYOR PRO TEM, PLACE 4

KORD TRAMMEL  
BLAKE HAMILTON  
JUSTIN ROSE  
JUNIOR FERNANDEZ  
PAUL HUNTINGTON JR.

CITY MANAGER  
CITY SECRETARY  
ASSISTANT CITY SECRETARY  
FINANCE DIRECTOR  
FIRE CHIEF  
PUBLIC WORKS DIRECTOR  
POLICE CHIEF  
CODE ENFORCEMENT OFFICER

CYNTHIA NORTHROP  
JESSICA SUTTER  
LACY BOTTS  
DIANE LATHAM  
MALCOLM BUFKIN  
TAYLOR HARDY  
BLAKE JOHNSON  
J. POTTS

#### CALL TO ORDER

Mayor Trammel called the meeting to order at 5:30 p.m.

**Invocation** led by Will Anderson of Lighthouse Church

#### PLEDGE OF ALLEGIANCE

#### OPEN FORUM

GaryTrammel-703 W. Hulum

No action taken.

## STAFF REPORT

### City Manager

#### 1. City Business

Employee of the Month-Malcolm Bufkin

Project updates

### City Secretary

#### 2. Upcoming Events

08/10 Citizens Academy

08/20 Bulk Pickup

08/25 Public Hearing on Tax Rate

No Action Taken-Discussion Only.

## CONSENT AGENDA

3. Consider approval of the July 7, 2026, regular commission meeting minutes as recorded.
4. Consider approval of department head reports and monthly investment reports for June 2026.
5. Consider approval of the agreement between the City of Breckenridge and the Breckenridge Library and Fine Arts Foundation.

Commissioner Hamilton made a motion to approve consent agenda items 3-5 as presented. Mayor Pro Tem Huntington seconded the motion. The motion passed 5-0

## PUBLIC HEARING ITEMS

Mayor Trammel opened the Public Hearing at 5:38 p.m.

6. Conduct a Public Hearing regarding amending Table 12 "Light Industrial Manufacturing Uses", Section 7.E "Use Tables" of Chapter 22 "Zoning" of the Breckenridge Code of Ordinances to add "Wind Turbine Recycling Facility" as a permissible use in property zoned Industrial "I" District.  
  
No Speakers
7. Conduct a Public Hearing regarding amending Table 2 "Residential Uses", Section 7.E "Use Tables" of Chapter 22 "Zoning" of the Breckenridge Code of Ordinances to allow

Manufactured Homes in certain Single-Family Residential zoning districts with a Conditional Use Permit.

No Speakers

8. Conduct a Public Hearing regarding a request for a conditional use permit for a manufactured Home on property known as 309 Dallas zoned as Single-Family Residential (SF 7.5), if the amendment to the Zoning Ordinance amending Table 2 "Residential Uses", Section 7.E "Use Tables" of Chapter 22 "Zoning" is approved.

William Thompson-5 Sendero Rd.

9. Conduct a Public Hearing regarding amending Chapter 22 "Zoning" of the Breckenridge Code of Ordinances by amending Table 8 "General Business Retail Uses" to Add "Vape Shops" as a Use which is prohibited in all zoning districts and amending Section 30 "Definitions" to establish a Definition for "Vape Shop".

No Speakers

10. Conduct a Public Hearing regarding whether the buildings on the following properties are dangerous buildings pursuant to Chapter 5, Article 1 of the Breckenridge Code of Ordinances:

411 W. Wheeler – Original Addition, Block 53, Lot E/45 of W/105 of N/108

No Speakers

310 N. Butte – East Breckenridge Addition, Block 20, Lot S/65 of 11 & 12

Charity Stovall-413 N Butte St.

1101 N. Harvey – Mountain Heights Addition, Block 10, Lot 1-4

No Speakers

909 N. Smith – Abstract 119, Tract W/2 of SE/4, Tract 6, A (104X155), LAL Sec 4

Justin Reed-911 N. Smith St.

601 E. Gaddis – Hi Mount Addition, Block 12, Lot W/100 of 1 & 2

No Speakers

803 W. Hullum – Holloman's Addition, Block 1, Lot W/16 of 2, E/2 of 3

No Speakers

301 N. Butte – East Breckenridge Addition, Block 23, Lot 5 & 6

No Speakers



1100 E. Walker – East Breckenridge Addition, Block Q, Lot 1 & 2

No Speakers

Mayor Trammel closed the Public Hearing at 5:44 p.m.

## ACTION ITEMS

11. Discussion and any necessary action regarding approval of NewGen Rate Study recommendation for Water/Wastewater Rate increase.

City Manager Cynthia Northrop stated that the City previously contracted with NewGen in 2020 for a water and wastewater rate study and has again contracted with NewGen for an updated study to ensure rates remain appropriate to cover system operations and maintenance costs. Chris Ekrut with NewGen Strategies & Solutions LLC presented the 2026 findings, explaining that the Water and Wastewater Funds are enterprise funds and must generate sufficient revenue to support operations. He discussed rising operational costs, aging infrastructure, and an oversized system, and presented three rate increase scenarios: 4.83%, 4.48%, and 4.14% annually. Commissioners reviewed and discussed the findings and proposed scenarios.

Commissioner Rose made a motion to approve option 3 (4.14%) of the NewGen Rate study for Water/Wastewater Rate increases effective October 1, 2026. Commissioner Hamilton seconded the motion. The motion passed 5-0.

12. Discussion and any necessary action regarding whether the buildings on the eight properties are dangerous buildings pursuant to Chapter 5, Article I of the Breckenridge Code of Ordinances and, if so, discussion and any necessary action regarding issuing orders to abate the dangerous buildings or accepting conveyance of property (ies) from owners

City Manager Northrop reviewed the procedures for declaring substandard buildings under Chapter 5, Article 1 of the Code of Ordinances. She noted that all required staff actions and notices had been completed and that the properties were now before the Commission for action. Staff recommended demolition of the vacant structures, and Commissioners were provided the enforcement history, notice dates, and proof of required postings.

411 W. Wheeler-No communication or response to the notifications have been received from the current owner. Commissioner Hamilton made a motion to declare 411 W. Wheeler a dangerous building and order that the owner demolish and remove the building within 30 days. Mayor Pro Tem Huntington seconded the motion. The motion passed 5-0

310 N. Butte-The owner applied for a building permit in 2024 but never began construction. In July of 2026, a building permit application was emailed to the owner after request but the application was never returned. Commissioner Hamilton made a motion to declare 310 N. Butte a dangerous building and order that the owner demolish and remove the building within 30 days. Commissioner Rose seconded the motion. The motion passed 5-0.

1101 N. Harvey-Owner called in June said he planned to demolish the home and would come in with a plan but never did so. Commissioner Rose made a motion to declare 1101 N. Harvey a dangerous building and order that the owner demolish the building within 30 days. Commissioner Hamilton seconded the motion. The motion passed 5-0.

909 N. Smith-Owner Justin Reed was present and stated that he is working on demolishing the building but will need more time to complete the process. He has been clearing trees to prepare for demolition of the property. Commissioner Rose made a motion to declare 909 N. Smith a dangerous building and order that the owner demolish and remove the building within 180 days. Commissioner Hamilton seconded the motion. The motion passed 5-0.

601 E. Gaddis-there has been no contact or response from the owners. Commissioner Hamilton made a motion to declare 601 E. Gaddis a dangerous building and order that the owner demolish and remove the building within 30 days. Commissioner Rose seconded the motion. The motion passed 5-0.

803 W. Hullum-This house was ordered to be torn down in 2023, then was sold by the county in a tax sale before it could be demolished. The County notified the owners at the sale that the property was a substandard home. The City then had to restart the notification process for the new owners. There has been no response to any letters. Commissioner Hamilton made a motion to declare 803 W. Hullum a dangerous building and order that the owners demolish the building within 30 days. Commissioner Rose seconded the motion. The motion passed 5-0.

301 N. Butte-There has been no contact or response from the owners. Mayor Pro Tem Huntington made a motion to declare 301 N. Butte a dangerous building and order that the owner demolish and remove the building within 30 days. Commissioner Fernandez seconded the motion. The motion passed 5-0.

1100 E. Walker-This property was purchased during a tax sale. The owners initially began construction on the property, then ceased repairs. One Certified letter was returned and one letter was signed for. There has been no contact with the owner regarding these notices. The city did cut the grass for the property owner. Commissioner Hamilton made a motion to declare 1100 E. Walker a dangerous building and order that the owners demolish and remove the building within 30 days. Commissioner Rose Seconded the motion. The motion passed 5-0.

13. Discussion and any necessary action regarding approval of Ordinance 2026-11 regarding a proposed amendment to Chapter 22, Zoning, of the Breckenridge Code of Ordinances to add "Wind Turbine Recycling Facility" as a Permissible Use in Industrial "I" Zoning Districts.

City Manager Northrop explained that Cutting Wind, a wind turbine blade recycling company, has expressed interest in purchasing a location in the City to operate its business. Currently, wind turbine recycling is not a permissible use under the City's zoning ordinance. The proposed Ordinance would update the zoning use table to allow a Wind Turbine Recycling Facility as a permissible use. The proposed manufacturing operation is projected to promote sustainable industrial development and economic growth through job creation,

increased tax revenue, recycling and beneficial reuse of difficult-to-dispose-of composite materials, and environmentally responsible manufacturing practices. Rob Piscatelli of Cutting Wind presented information to the Commission regarding the company's anticipated operations and procedures.

Commissioner Hamilton made a motion to approve Ordinance 2026-11 as presented. Commissioner Rose seconded the motion. The motion passed 5-0.

14. Discussion and any necessary action regarding approval of Ordinance 2026-12 a proposed amendment to Chapter 22, Zoning, of the Breckenridge Code of Ordinances to add "Manufactured Homes" as a Permissible Use with a Conditional Use Permit in Certain Additional Residential Zoning Districts.

City Manager Northrop reviewed the proposed amendment to the Zoning Ordinance to allow Manufactured Homes as a permissible use, subject to a Conditional Use Permit, in certain additional zoning districts. She explained that while this would allow more Manufactured Homes than originally anticipated in the recent Comprehensive Plan, requiring a Conditional Use Permit would provide the Planning and Zoning Commission and City Commission with oversight of individual requests and placement in these districts. The Conditional Use Permit process was presented as preferable to changing the zoning designation. The Planning and Zoning Commission considered the proposed ordinance on August 3, 2026, and unanimously recommended approval to the City Commission.

Commissioner Rose made a motion to approve Ordinance 2026-12 as presented. Commissioner Hamilton seconded the motion. The motion passed 5-0

15. Discussion and any necessary action regarding adoption of Ordinance 2026-13 granting a Conditional Use Permit for placement of a Manufactured Home on Property Known as 309 Dallas which is in a Single-Family Residential (SF 7.5) Zoning District.

The property owner of approximately 4.78 acres located at 309 Dallas requested a Conditional Use Permit to allow placement of a Manufactured Home in the SF-7.5 zoning district. The property is intended for single-family residential use. There are no other properties located within 200 feet of the property, providing adequate separation and maintaining the rural, low-density character of the area. The Planning and Zoning Commissioner recommended approving the Ordinance with specific revisions, which have been made.

Commissioner Rose made a motion to approve Ordinance 2026-13 as presented. Commissioner Hamilton seconded the motion. The motion passed 5-0.

16. Discussion and any action regarding amending Chapter 22 "Zoning" of the Breckenridge Code of Ordinances by Amending Table 8 "General Business Retail Uses" to Add "Vape Shops" as a Use Which is Prohibited in All Zoning Districts and Amending Section 30 "Definitions" to Establish a Definition for "Vape Shop".

City Manager Northrop stated that the proposed Ordinance would prohibit vape shops in all zoning districts and establish a definition for “vape shop” in the City’s zoning ordinance. The proposed amendments were presented in response to the increase in vape shops throughout the City and concerns expressed by residents. The Planning and Zoning Commission met on August 3, 2026, and voted 4-1 to recommend approval, with Commissioner Brennan voting against. The Commission also requested that the matter be placed on a future agenda to consider allowing vape shops in Industrial zoning districts.

Commissioner Hamilton made a motion to approve Ordinance 2026-14 amending Chapter 22 “Zoning” of the Breckenridge Code of Ordinances by amending Table 8 “General Business Retail Uses” to add “Vape Shops” as a Use which is prohibited in all zoning districts and amending Section 30 “Definitions” to establish a definition for “Vape Shops”. Commissioner Rose seconded the motion. The motion passed 5-0.

17. Discussion and any necessary action regarding approval of Resolution 2026-19 accepting the 2026 Certified Appraisal Roll.

City Manager Northrop presented the 2026 Tax Appraisal Roll as prepared by the Stephens County Appraisal District.

Commissioner Rose made a motion to approve Resolution 2026-19 approving the 2026 Certified Appraisal Roll. Commissioner Hamilton seconded the motion. The motion passed 5-0.

18. Discussion and any necessary action regarding approval of Resolution 2026-20 BISD Homecoming Parade.

City Secretary, Jessica Sutter, reviewed a request by Breckenridge Independent School District for Temporary Closure of Texas Highway 180 in order to host a homecoming parade on September 2, 2026. They plan to use the same route that has been approved by BISD and Staff.

Commissioner Hamilton made a motion to approve Resolution 2026-20 as presented. Mayor Pro Tem Huntington seconded the motion. The motion passed 5-0.

19. Consider approval of Resolution 2026-21 designating the Albany News as the Official Newspaper of the City of Breckenridge for public notices effective August 4, 2026, through September 30, 2026, and designating the Abilene Reporter-News as the official newspaper for ordinance publications in accordance with Section 4.24 of the City Charter.

City Secretary Jessica Sutter discussed the designation of the City’s official newspapers following the cessation of publication by the Breckenridge American. The Albany News was recommended for required public notices effective August 4, 2026, through September 30, 2026, due to its lower publication costs and compliance with state requirements. However, because the Albany News does not yet meet the City Charter’s one-year publication requirement for ordinance notices, the Abilene Reporter-News was recommended for

ordinance publications. Sutter noted the City's goal of eventually using a single newspaper once the Albany News meets the Charter requirements.

Commissioner Hamilton made a motion to approve Resolution 2026-21 as presented. Commissioner Rose seconded the motion. The motion passed 5-0.

20. Discussion and any necessary action regarding approval of Interlocal Agreement with Young County, Texas for the purpose of funding a bond supervision officer.

City Manager Northrop presented a proposed Interlocal Agreement between Young County, Stephens County, the City of Graham, the City of Olney, and the City of Breckenridge to share the cost of an employee responsible for the supervision and management of probationers within each participating jurisdiction. The annual contribution for this is \$9,615.00

Mayor Pro Tem Huntington made a motion to approve an Interlocal Agreement with Young County for the purpose of funding a Bond Supervision Officer. Commissioner Fernandez seconded the motion. The motion passed 5-0.

21. Discussion and any necessary action regarding approval of Ordinance 2026-15 providing for the Abandonment, Vacation, and Closure of Certain Streets within the Hi-Mount Addition and Providing for the Conveyance of Said Property.

City Manager Northrop presented a request from Chad Townson to close streets within the Hi-Mount Addition of the Lunatic Asylum Lands that are located within the City limits. Staff reported that the Addition was never developed or officially dedicated, and no documentation was found confirming the City's acceptance of the streets. An ordinance was prepared to close the streets within the City limits to the extent legally authorized and convey the property to the abutting property owners.

Mayor Pro Tem Huntington made a motion to approve Ordinance 2026-15 as presented. Commissioner Rose seconded the motion. The motion passed 5-0.

22. Discussion and any action regarding approval of Resolution 2026-22: Declaring Surplus Property.

City Manager Northrop reported that the Fire Department received a grant for a new air compressor to replace its 30-year-old unit. Staff are requesting that the existing compressor be declared surplus so it may be exchanged with the Albany Fire Department for air bottles.

Mayor Pro Tem Hamilton made a motion to approve Resolution 2026-22 as presented. Commissioner Fernandez seconded the motion. The motion passed 5-0.

23. Discussion and any necessary action regarding FY 2026-2027 Budget.

City Manager Cynthia Northrop presented the proposed Fiscal Year 2026-2027 budget. Northrop requested feedback from Commissioners, All expressed they agree with the direction things are going and presented no change requests at this time. No action was taken.

24. Discussion and any necessary action to schedule August 25, 2026, for Public Hearing on the proposed tax rate, discuss tax rate, NNR, and Voter Approval Rate, De Minimus Rate and take a record vote.

Commissioner Hamilton made a motion to approve scheduling August 25, 2026, for a Public Hearing on the Proposed Tax Rate. Mayor Pro Tem Huntington seconded the motion. City Secretary Jessica Sutter took a roll call vote with Mayor Trammel Voting Yay, Commissioner Hamilton Voting Yay, Commissioner Rose voting Yay, Commissioner Fernandez voting Yay, and Mayor Pro Tem Huntington Voting Yay. The motion passed 5-0.

25. Discussion and any necessary action regarding setting a Public Hearing to consider FY 2026/2027 proposed budget on September 1, 2026.

Commissioner Hamilton made a motion to approve setting a Public Hearing to consider the FY 2026/2027 proposed budget on September 1, 2026. Commissioner Rose seconded the motion. The motion passed 5-0.

Mayor Trammel convened the meeting into Executive Session at 7:52 p.m.

#### **EXECUTIVE SESSION**

*Pursuant to Texas Government Code, Annotated, Chapter 551, Subchapter D, Texas Open Meetings Act (the "Act"), City Commission will recess into Executive Session (closed meeting) to discuss the following:*

##### **Real Property**

*§551.072: Deliberate the purchase, exchange, lease, or value of real property:*

26. YMCA
27. 120 W. Elm
28. 1305 W. 1st - Mountain Heights Addition, Block 16, Lot 18
29. 601 N. Harvey - Mountain Heights Addition, Block 15, Lot 1, E/40 of 2

Mayor Trammel reconvened the meeting into open session at 8:09 p.m.

Commissioner Hamilton left the meeting at 8:09 p.m.

Commissioner Rose made a motion to approve Resolution 2026-23, authorizing the donation of real property located at 300 East Walker to the Stephens Memorial Hospital District. Commissioner Fernandez seconded the motion. The motion passed 4-0.

Commissioner Rose made a motion to rescind the City Commission's action of July 7, 2026, awarding the bid for 1305 W 1<sup>st</sup> to Bob Eddleman due to inaccuracies in the bid summary presented to the commissioner. Commissioner Fernandez seconded the motion. The motion passed 4-0.

Commissioner Rose made a motion to approve Kenneth Boyd's bid for the property located at 1305 W. 1<sup>st</sup> and authorize the City Manager to finalize and sign all documents necessary to finalize the sale of the property. Commissioner Fernandez seconded the motion. The motion passed 4-0.

Commissioner Rose made a motion to rescind the City Commission's action of July 7, 2026, awarding the bid for 601 N. Harvey to Jeffery Skidmore due to inaccuracies in the bid summary presented to the Commission. Commissioner Fernandez seconded the motion. The motion passed 4-0.

Commissioner Rose made a motion to approve Bob Eddleman's bid for the property located at 601 N. Harvey and authorize the City Manager to finalize and sign all documents necessary to finalize the sale of the property. Commissioner Fernandez seconded the motion. The motion passed 4-0.

#### **REQUESTS FROM COMMISSION MEMBERS/STAFF FOR ITEMS TO BE PLACED ON THE NEXT MEETING AGENDA**

No requests.

#### **ADJOURN**

There being no further business, Mayor Trammel adjourned the regular session at 8:11 p.m.

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Kord Trammel, Mayor

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Jessica Sutter, City Secretary



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Consider approval of the August 25, 2026, special commission meeting minutes as recorded.

**Department:** Administration

**Staff Contact:** Jessica Sutter

**Title:** City Secretary

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**BACKGROUND INFORMATION:**

Meeting minutes for the special commission meeting on August 25, 2026.

**FINANCIAL IMPACT:**

NA

**STAFF RECOMMENDATION:**

Consider approval of minutes as presented.





## SPECIAL MEETING OF THE BRECKENRIDGE CITY COMMISSION

Tuesday, August 25, 2026, at 5:30 PM  
Breckenridge City Offices Commission Chambers  
105 North Rose Avenue  
Breckenridge, Texas 76424

### MINUTES

**SPECIAL CITY COMMISSION MEETING OF THE CITY OF BRECKENRIDGE, TEXAS, HELD ON THIS DATE  
WITH THE FOLLOWING MEMBERS' PRESENT.**

#### **PRESENT**

MAYOR  
COMMISSIONER, PLACE 2  
COMMISSIONER, PLACE 3  
MAYOR PRO TEM, PLACE 4

KORD TRAMMEL  
JUSTIN ROSE  
JUNIOR FERNANDEZ  
PAUL HUNTINGTON JR.

CITY SECRETARY  
ASSISTANT CITY SECRETARY  
FINANCE DIRECTOR

JESSICA SUTTER  
LACY BOTTS  
DIANE LATHAM

#### **NOT PRESENT**

COMMISSIONER, PLACE 1

BLAKE HAMILTON

#### **CALL TO ORDER**

Mayor Trammell called the meeting to order at 5:30 p.m.

#### **OPEN FORUM**

No Speakers

#### **PUBLIC HEARING ITEMS**

Mayor Trammell opened the Public Hearing at 5:30 p.m.

1. Public Hearing on Proposed FY 2026-2027 City of Breckenridge Tax Rate

Daniel Newell-902 N. Rose Ave.

Mayor Trammell Closed the Public Hearing at 5:34 p.m.

**ADJOURN**

There being no further business, Mayor Trammel adjourned the special session at 5:34 p.m.

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Kord Trammel, Mayor

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Jessica Sutter, City Secretary



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Consider approval of department head reports and monthly investment reports for July 2026.

**Department:** Administration

**Staff Contact:** Jessica Sutter

**Title:** City Secretary

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### BACKGROUND INFORMATION:

The City approves an investment policy that complies with the Public Funds Investment Act of 1987 annually. The city allows investments in money market accounts, certificates of deposits, and investment pools. The Treasurer or their designee is required to provide a quarterly investment report to the Commissioners.

The staff provides commissioners monthly with departmental reports and finance reports, including investment reports. This aids in the transparency of the staff's accomplishments and the city's current financials for commissioners and citizens.

### FINANCIAL IMPACT:

N/A

### STAFF RECOMMENDATION:

Consider approval of departmental reports and monthly investment reports for July 2026.



# DEPARTMENTAL REPORTS

**JULY 2026**

105 N. Rose Ave.  
Breckenridge, TX 76424  
254.559.8287  
[www.breckenridgetx.gov](http://www.breckenridgetx.gov)

# Finance

## Bank

### Statement

### Balances



Diane Latham

|      | Account Name                   | Balances as of July 2025 |                      | Balances as of July 2026 |                     |
|------|--------------------------------|--------------------------|----------------------|--------------------------|---------------------|
| 1001 | GENERAL FUND                   | \$                       | 2,339,343.23         | \$                       | 2,977,449.87        |
| 1013 | ARSON FUND                     | \$                       | 509.89               | \$                       | 509.89              |
| 1014 | FEDERAL TAX & LOAN             | \$                       | 27,753.87            | \$                       | 84.12               |
| 1001 | WATER FUND                     | \$                       | 1,903,364.58         | \$                       | 1,838,081.47        |
| 1001 | WASTEWATER FUND                | \$                       | 1,403,341.78         | \$                       | 1,650,821.61        |
| 1001 | SANITATION                     | \$                       | 38,488.98            | \$                       | 48,117.43           |
| 1001 | FIRE DEPT. SPECIAL             | \$                       | 7,938.41             | \$                       | 8,806.32            |
| 1001 | FORFEITED PROPERTY             | \$                       | 1,484.76             | \$                       | 1,488.58            |
| 1002 | PAYROLL FUND                   | \$                       | 37,339.33            | \$                       | 54,038.46           |
| 1001 | EQUIP. REPLACEMENT FUND        | \$                       | 346,639.74           | \$                       | 184,164.99          |
| 1001 | STREET MAINTENANCE             | \$                       | 521,116.36           | \$                       | 628,205.29          |
| 1001 | BRECKENRIDGE PARK FUND         | \$                       | 8,690.61             | \$                       | 8,262.63            |
| 1001 | POLICE DEPT. SPECIAL           | \$                       | 13,677.79            | \$                       | 14,213.37           |
| 1001 | Excess Sales Tax Revenue       | \$                       | 17,715.51            | \$                       | 17,761.00           |
| 1001 | Breck Trade Days               | \$                       | 39,610.18            | \$                       | 0.20                |
| 1051 | CO 2017 A&B Sinking /Rd        | \$                       | -                    | \$                       | -                   |
| 1001 | Water Capital Projects         | \$                       | (110,693.27)         | \$                       | (110,693.27)        |
| 1001 | Wastewater Capital Projects    | \$                       | 164,314.28           | \$                       | 164,314.28          |
| 1001 | Capital Improvement Project    | \$                       | 119,122.12           | \$                       | 179,281.69          |
| 1058 | GENERAL DEBT SERVICE FUND      | \$                       | -                    | \$                       | -                   |
| 1001 | General Debt Service Fund P/C  | \$                       | 507,338.78           | \$                       | 612,098.12          |
| 1001 | REVENUE DEBT SERVICE FUND      | \$                       | 227,438.94           | \$                       | 171,928.51          |
| 1025 | Rescue Boat Donation           | \$                       | 1,821.36             | \$                       | 1,825.92            |
| 1073 | CWSRF LF1001492                | \$                       | 4.04                 | \$                       | 287,945.15          |
| 1076 | CWSRF LF1001492 ESCROW         | \$                       | 1,137,353.01         | \$                       | 793,487.21          |
| 1056 | CWSRF CO 2022A L1001491        | \$                       | 1.00                 | \$                       | 1.00                |
| 1074 | CWSRF CO 2022A L1001491 ESCROW | \$                       | 1,018,986.25         | \$                       | 1,014,902.23        |
| 1072 | CWSRF CO 2022A L1001426        | \$                       | 1.00                 | \$                       | 1.00                |
| 1075 | CWSRF CO 2022A L1001426 ESCROW | \$                       | 2,158,099.13         | \$                       | 2,227,872.51        |
| 1071 | DWSRF LF1001495                | \$                       | 4.27                 | \$                       | 107,159.60          |
| 1079 | DWSRF LF1001495 ESCROW         | \$                       | 1,188,360.12         | \$                       | 392,650.63          |
| 1070 | DWSRF CO 2022B L1001493        | \$                       | 1.00                 | \$                       | 1.00                |
| 1078 | DWSRF CO 2022B L1001493 ESCROW | \$                       | 1,470,662.92         | \$                       | 1,518,210.93        |
| 1057 | DWSRF CO 2022B L1001494        | \$                       | 1.00                 | \$                       | 1.44                |
| 1077 | DWSRF CO 2022B L1001494 ESCROW | \$                       | 1,030,868.58         | \$                       | 972,445.01          |
| 1010 | LOGIC CO 2023                  | \$                       | 4,449,075.90         | \$                       | 2,821,630.60        |
| 1084 | WAF CO2026 L1002157 ESCROW     | \$                       | -                    | \$                       | 1,656,625.20        |
| 1086 | WAF CO2026 L1002157            | \$                       | -                    | \$                       | -                   |
| 1085 | WAF CO2026 G1002158 ESCROW     | \$                       | -                    | \$                       | 4,003,707.95        |
| 1087 | WAF CO2026 G1002158            | \$                       | -                    | \$                       | 0.3                 |
|      | <b>TOTAL - ALL FUNDS</b>       | \$                       | <b>20,069,775.45</b> | \$                       | <b>24,247,402.3</b> |

Item 8.

# Fiscal Year Sales Tax Revenue Received

| MONTH RECEIVED | 2019-2020       | 2020-2021       | 2021-2022       | 2022-2023       | 2023-2024       | 2024-2025       | 2025-2026       |
|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| OCT            | \$ 142,235.00   | \$ 138,040.00   | \$ 157,493.00   | \$ 180,530.00   | \$ 182,914.00   | \$ 176,173.38   | \$ 179,092.44   |
| NOV            | \$ 122,415.00   | \$ 176,091.00   | \$ 213,510.00   | \$ 230,739.00   | \$ 214,002.00   | \$ 205,342.24   | \$ 236,376.47   |
| DEC            | \$ 149,000.00   | \$ 138,215.00   | \$ 167,667.00   | \$ 169,037.00   | \$ 158,898.22   | \$ 186,724.15   | \$ 198,774.01   |
| JAN            | \$ 132,144.00   | \$ 142,770.00   | \$ 195,423.00   | \$ 203,137.00   | \$ 188,303.00   | \$ 175,492.04   | \$ 201,539.51   |
| FEB            | \$ 175,232.00   | \$ 204,822.00   | \$ 222,525.00   | \$ 228,165.00   | \$ 214,081.01   | \$ 256,722.47   | \$ 281,349.83   |
| MARCH          | \$ 127,285.00   | \$ 149,849.00   | \$ 150,395.00   | \$ 166,133.00   | \$ 161,140.16   | \$ 163,877.32   | \$ 184,924.78   |
| APRIL          | \$ 121,607.00   | \$ 119,118.00   | \$ 138,407.00   | \$ 175,455.75   | \$ 169,163.00   | \$ 157,154.10   | \$ 182,389.85   |
| MAY            | \$ 168,693.00   | \$ 210,823.00   | \$ 222,804.00   | \$ 210,071.22   | \$ 213,927.83   | \$ 215,254.59   | \$ 238,132.93   |
| JUNE           | \$ 158,145.00   | \$ 157,037.00   | \$ 185,695.00   | \$ 175,128.00   | \$ 185,557.61   | \$ 184,180.99   | \$ 220,343.73   |
| JULY           | \$ 167,474.00   | \$ 160,631.00   | \$ 187,757.00   | \$ 185,736.00   | \$ 184,363.32   | \$ 205,052.41   | \$ 216,636.72   |
| AUG            | \$ 183,855.00   | \$ 196,582.00   | \$ 215,658.00   | \$ 206,710.00   | \$ 203,593.65   | \$ 238,789.51   | \$ 248,303.93   |
| SEPT           | \$ 141,151.17   | \$ 158,558.00   | \$ 172,552.00   | \$ 177,704.47   | \$ 188,524.22   | \$ 175,835.01   |                 |
| TOTAL          | \$ 1,789,236.17 | \$ 1,952,536.00 | \$ 2,229,886.00 | \$ 2,308,546.44 | \$ 2,264,468.02 | \$ 2,340,598.21 | \$ 2,387,864.20 |



# SECURITIES PLEDGED

The following shows the calculation of deposit coverage for the deposits of The City of Breckenridge held in  
 Clear Fork Bank on: July 28, 2026 and securities pledged as of: July 28, 2026

|                                     |                        |
|-------------------------------------|------------------------|
| Checking account balances:          | \$ 9,094,238.79        |
| CD balances:                        | \$ -                   |
| Total on deposit:                   | <u>\$ 9,094,238.79</u> |
| FDIC Insurance coverage:            |                        |
| Checking account balances:          | \$ 250,000.00          |
| CD balances:                        | \$ -                   |
|                                     | <u>\$ 250,000.00</u>   |
| Total Deposit balance               |                        |
| less FDIC coverage:                 | <u>\$ 8,844,238.79</u> |
| Securities pledged at market value: | <u>\$ 9,117,962.18</u> |
| Excess securities pledged:          | <u>\$ 273,723.39</u>   |



## 2023 CO BOND

BOND  
AMOUNT

•\$8,641,984.74

BANK  
TRANSFERS

•\$6,679,399.00

TOTAL  
INTEREST  
EARNED

•\$858,504.85

CURRENT  
BALANCE

•\$2,821,090.59

# 2023 CO BOND-LOGIC PROJECT EXPENDITURES

Item 8.

## STREETS

\$5,619,701.11

## PARK IMPROVEMENT

\$779,995.17

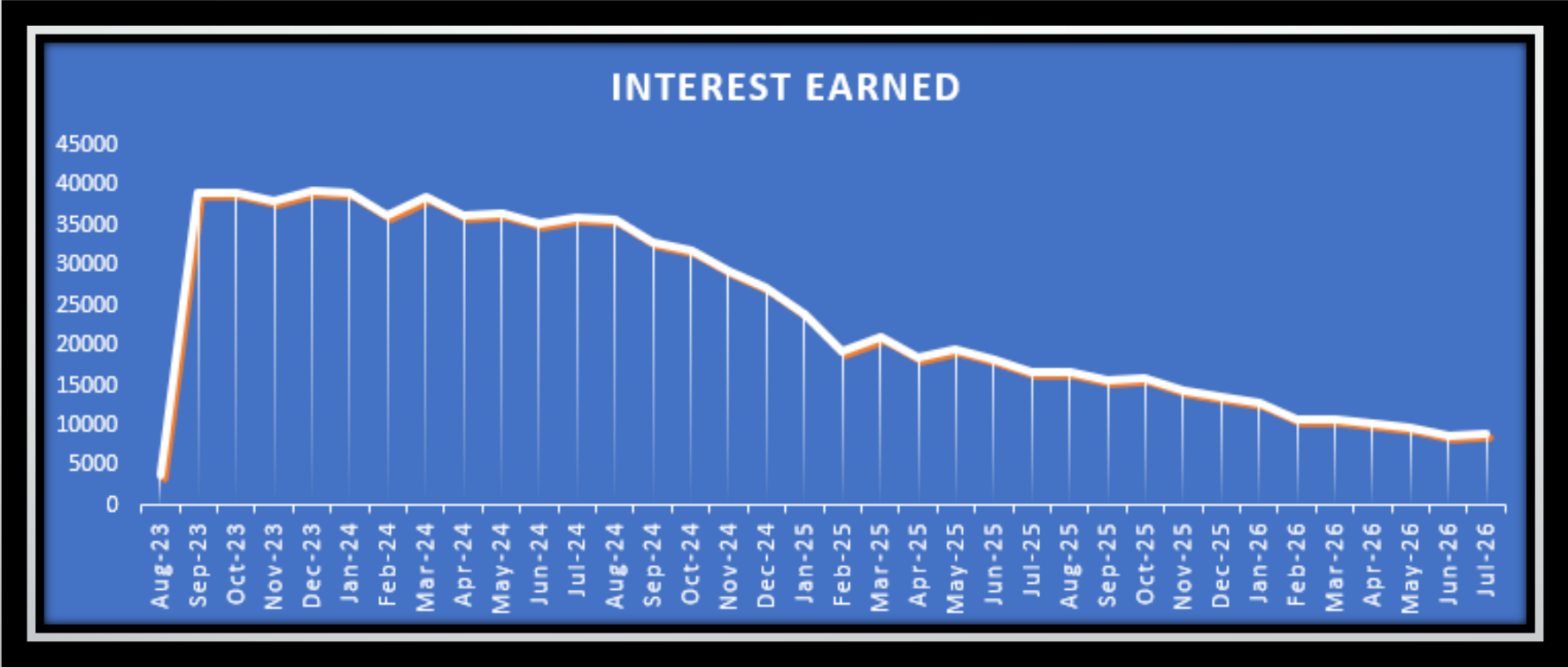
## FACILITIES IMPROVEMENT

\$279,118.76

# 2023 CO BOND-LOGIC INTEREST EARNED

**JULY 2026: \$9,078.42**

**TOTAL: \$858,504.85**



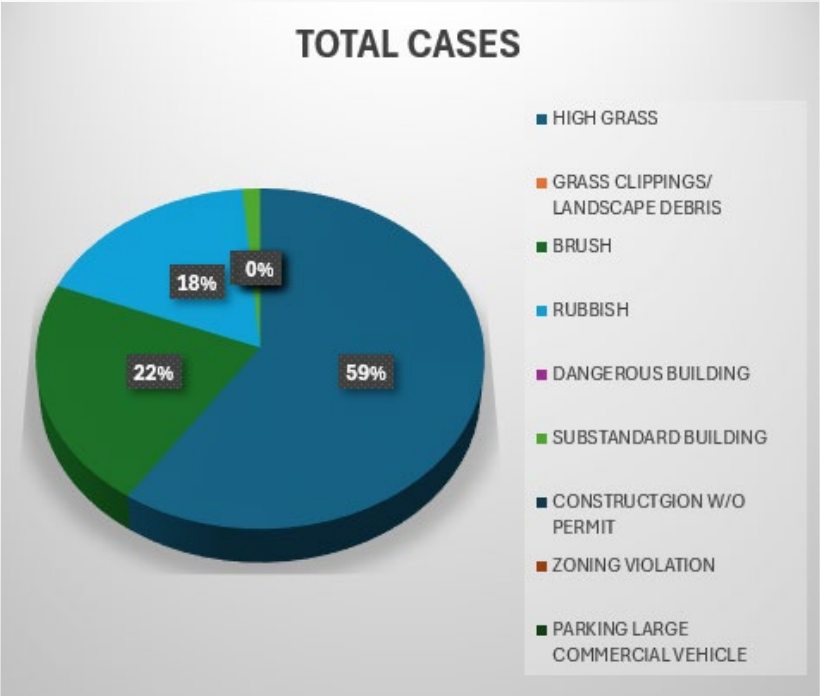
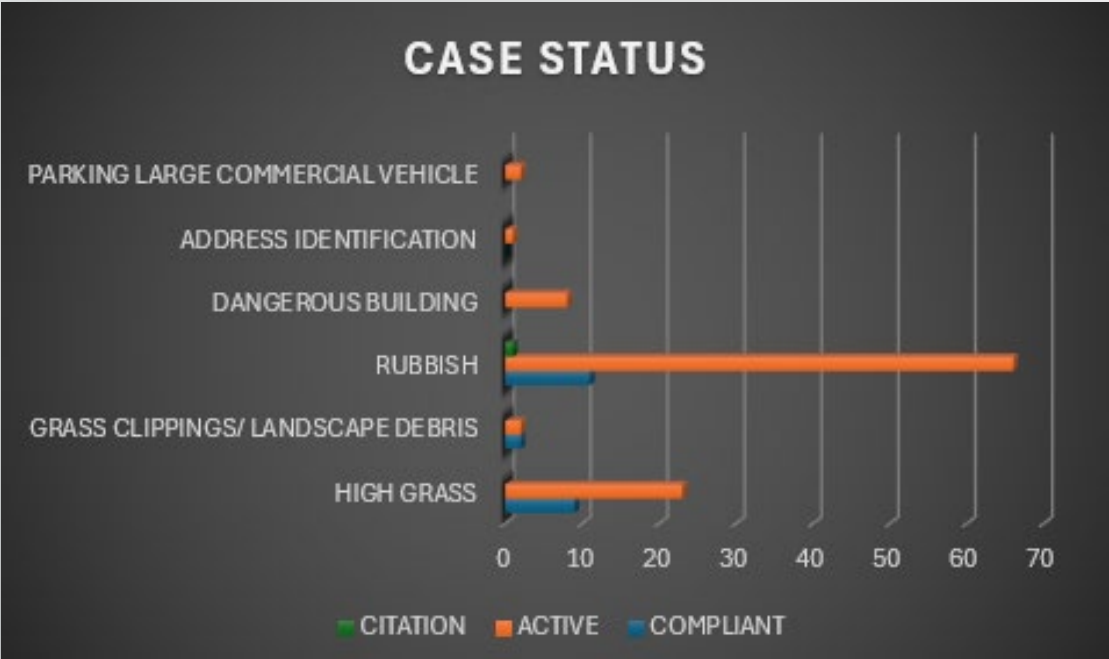
# BUILDING & DEVELOPMENT

Item 8.

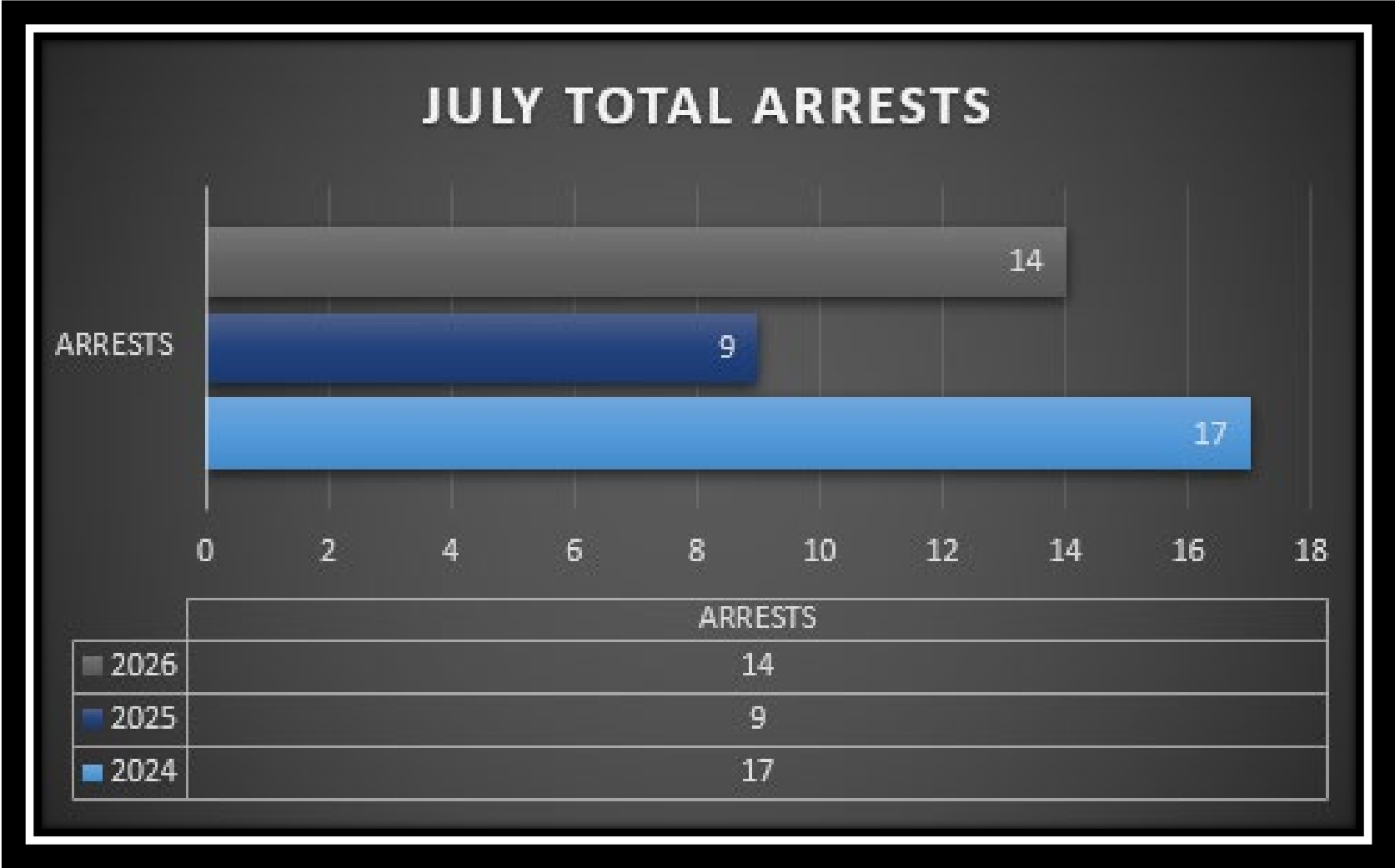
| JULY 2026                    |   | FY 2025-2026 |
|------------------------------|---|--------------|
| Permits Issued:              |   |              |
| Building                     | 5 | 46           |
| Roof                         | 0 | 5            |
| Fence, windows, siding, etc. | 2 | 13           |
| Sign                         | 0 | 0            |
| Mobile home                  | 0 | 3            |
| Certificate of Occupancy     | 0 | 4            |
| Electrical                   | 5 | 67           |
| Plumbing                     | 2 | 24           |
| Gas line                     | 1 | 24           |
| Irrigation                   | 0 | 1            |
| HVAC                         | 1 | 10           |
| Moving                       | 0 | 0            |
| Demolition                   | 0 | 0            |
| P&Z                          | 0 | 2            |
| Variance                     | 0 | 1            |
| Prelim/final plat/replat     | 0 | 3 replats    |
| Solicitor/vendor             | 1 | 7            |
| Beer/wine/liquor license     | 3 | 16           |
| Gaming machine license       | 0 | 2            |
| Food Mobile Unit             | 1 | 7            |
| Fire alarm                   | 0 | 1            |
| Fire sprinkler               | 0 | 0            |
| Pawn broker license:         | 0 | 1            |
| Special Event:               | 1 | 1            |

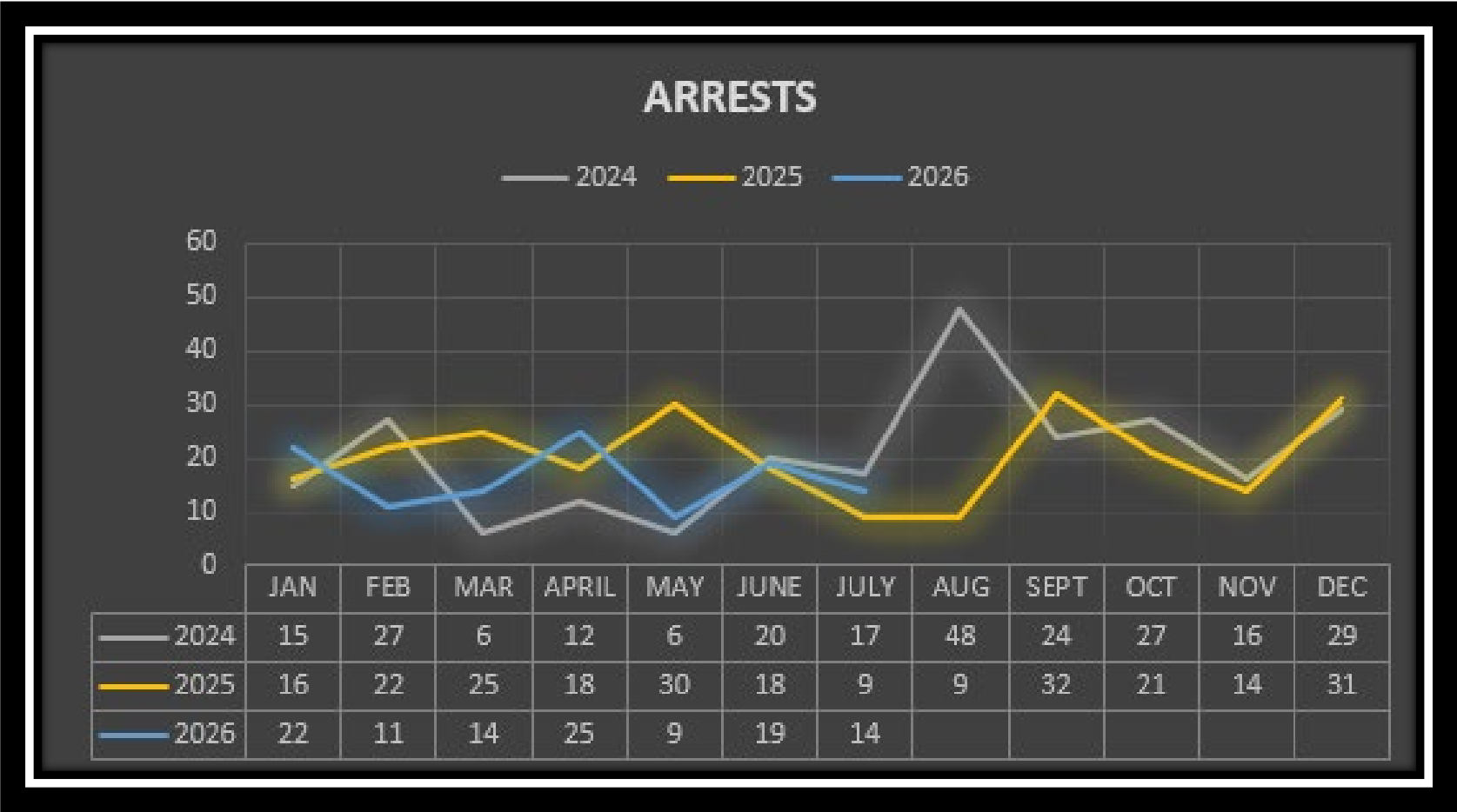
# CODE ENFORCEMENT

## JULY 2026 CASES: 125



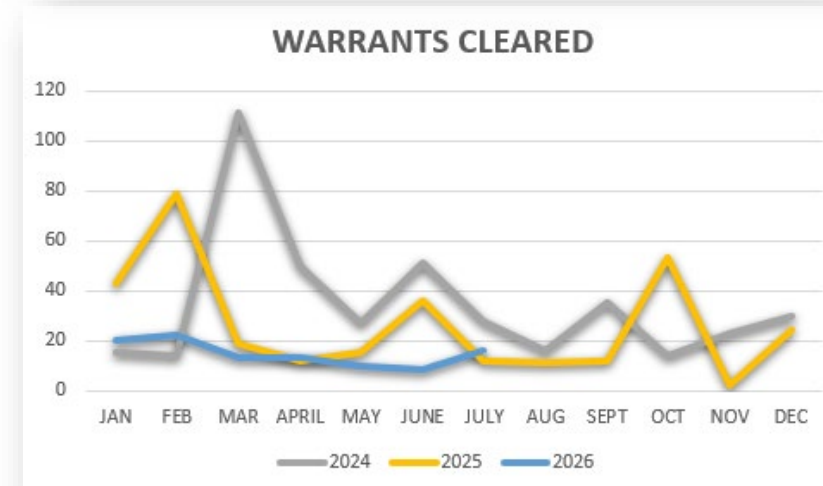
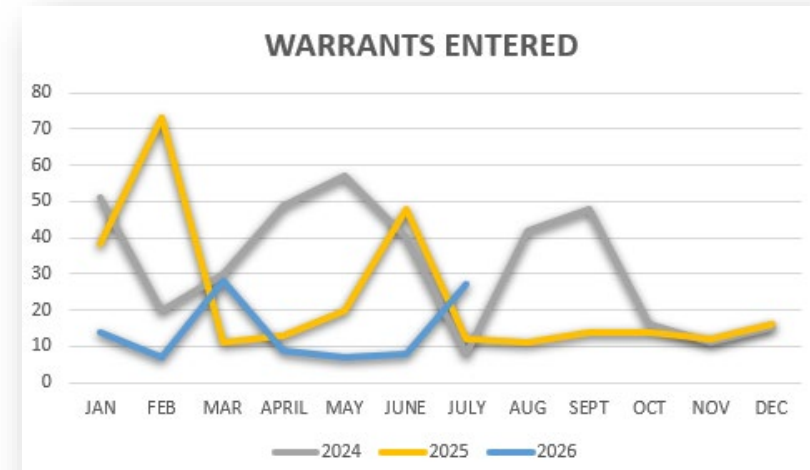
# BRECKENRIDGE POLICE DEPARTMENT



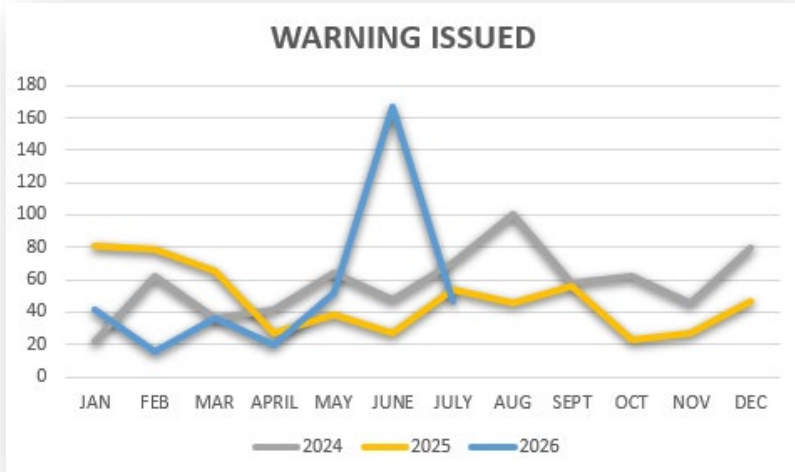
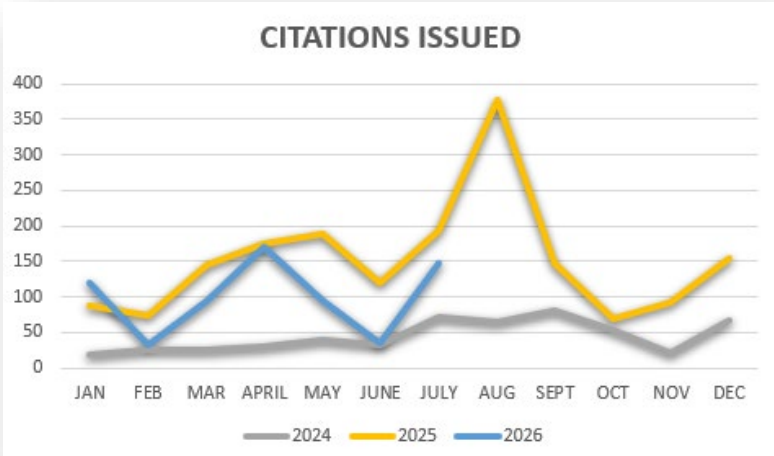




# JULY WARRANTS



# JULY CITATIONS & WARNINGS



|                            | CITY       | COUNTY   |
|----------------------------|------------|----------|
| AGGRESSIVE                 | 3          | 4        |
| BITE                       | 2          |          |
| CARCASS wild-63 domestic-9 | 72         |          |
| INJURED/SICK               | 1          |          |
| RETURNED TO OWNER IN FIELD |            |          |
| RUNNING AT LARGE           | 41         | 2        |
| NUISANCE/COMPLAINT         |            |          |
| WELFARE CHECK              | 57         |          |
| OTHER                      | 111        |          |
| <b>TOTAL</b>               | <b>287</b> | <b>6</b> |

**JULY  
ANIMAL  
CONTROL  
TOTAL CALLS: 293**

# JULY

# ANIMAL CONTROL

| SHELTER INTAKE                |           |          |
|-------------------------------|-----------|----------|
|                               | CITY      | COUNTY   |
| STRAY/RUNNING AT LARGE        | 24        |          |
| SEIZED BY LAW                 |           | 4        |
| OWNER SURRENDER               | 1         |          |
| RABIES QUARANTINE OBSERVATION | 2         |          |
| <b>TOTAL</b>                  | <b>27</b> | <b>4</b> |

| RABIES QUARANTINE OBSERVATION |          |          |
|-------------------------------|----------|----------|
|                               | CITY     | COUNTY   |
| HOME QUARANTINE               |          |          |
| SHELTER QUARANTINE            | 2        |          |
| <b>TOTAL</b>                  | <b>2</b> | <b>0</b> |

| TOTAL IN SHELTER AT END OF MONTH |           |  |
|----------------------------------|-----------|--|
| CITY                             | 8         |  |
| COUNTY                           | 4         |  |
| CITY QUARANTINE                  |           |  |
| COUNTY QUARANTINE                |           |  |
| <b>TOTAL</b>                     | <b>12</b> |  |

| LEFT THE SHELTER              |           |          |
|-------------------------------|-----------|----------|
|                               | CITY      | COUNTY   |
| ADOPTED FROM SHELTER          | 1         |          |
| RECLAIMED BY OWNER            | 18        |          |
| RETURNED AFTER QUARANTINE     | 1         |          |
| TRANSFERRED TO RESCUE PARTNER |           |          |
| <b>TOTAL</b>                  | <b>20</b> | <b>0</b> |

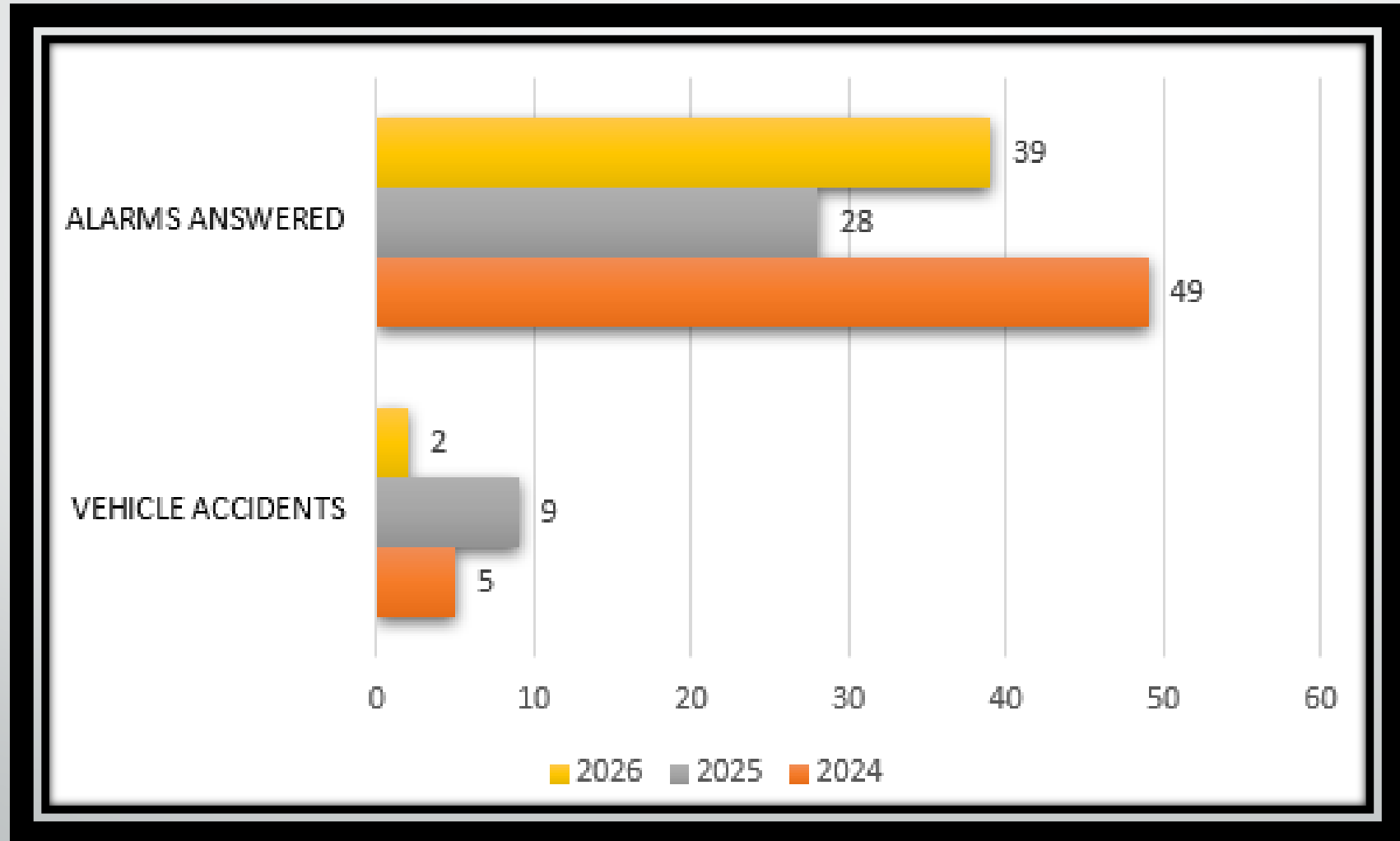
| HUMANE EUTHANASIA |          |          |
|-------------------|----------|----------|
|                   | CITY     | COUNTY   |
| BEHAVIORAL        | 2        |          |
| MEDICAL           | 3        |          |
| OWNER SURRENDER   | 1        |          |
| <b>TOTAL</b>      | <b>6</b> | <b>0</b> |

|                          |    |
|--------------------------|----|
| CITATIONS ISSUED         | 51 |
| WARNING ISSUED           | 8  |
| CASES IN MUNICIPAL COURT |    |

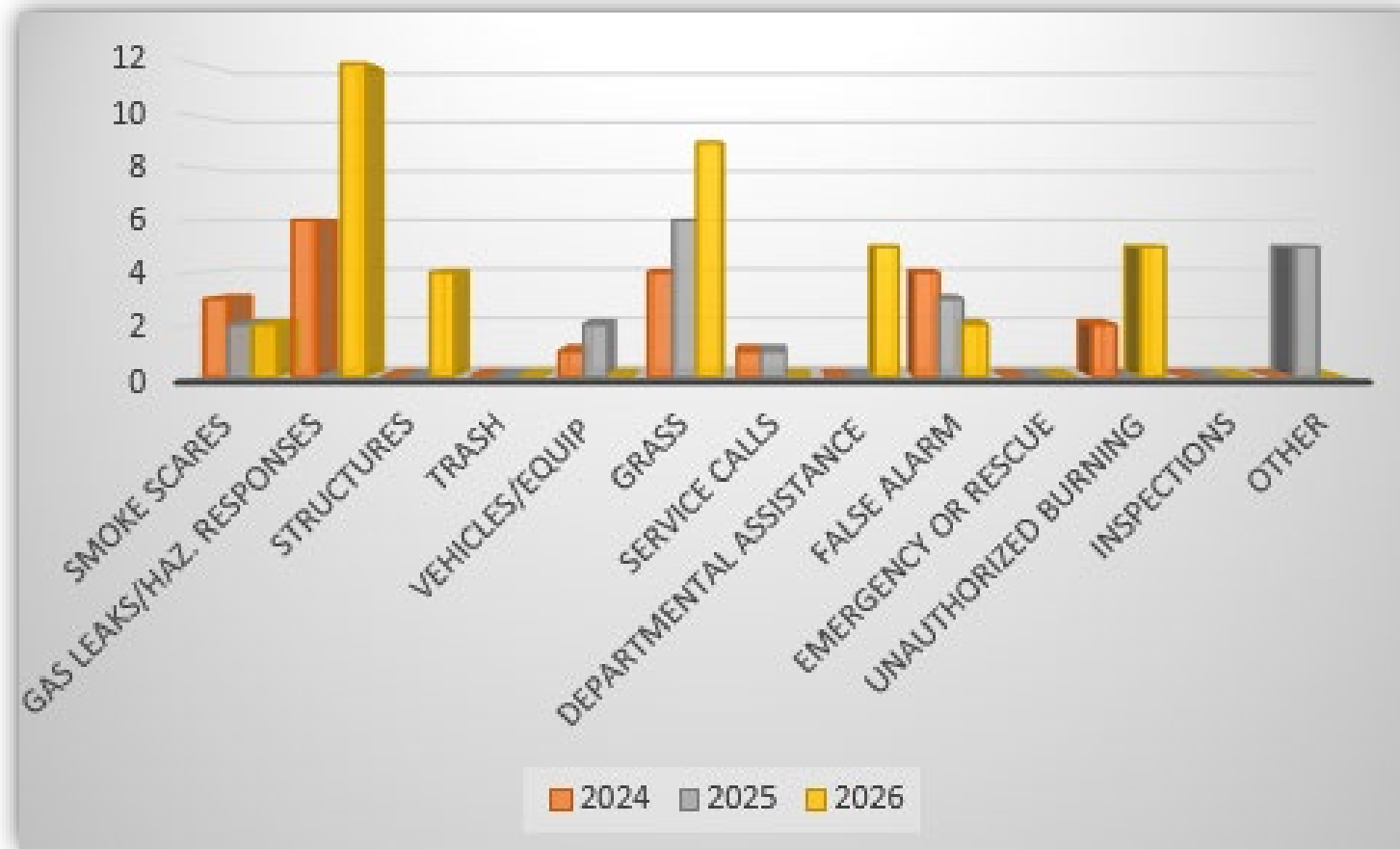


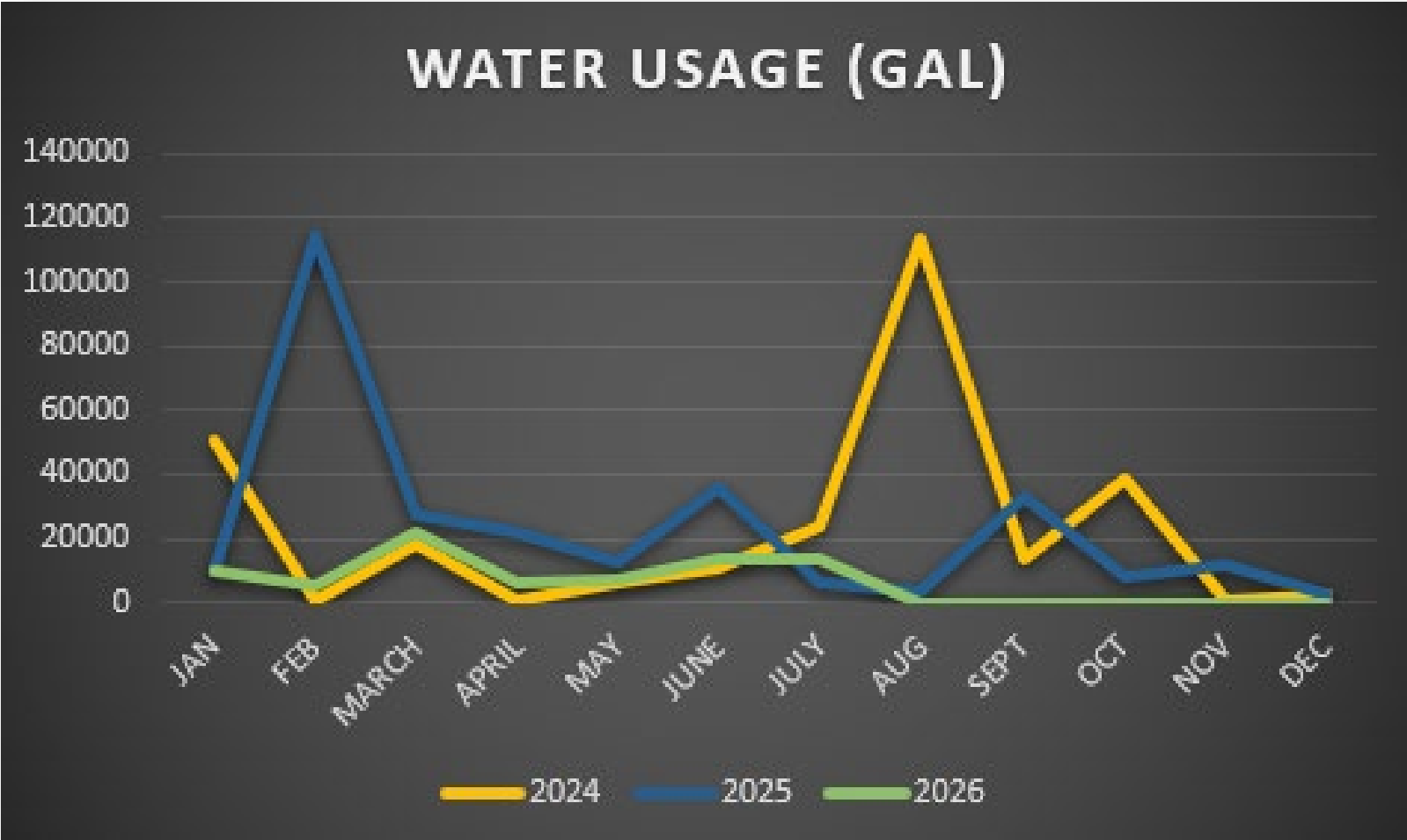


# JULY 2026



# JULY CALLS FOR SERVICE









# PARKS & CEMETERY





0 pavilion rentals

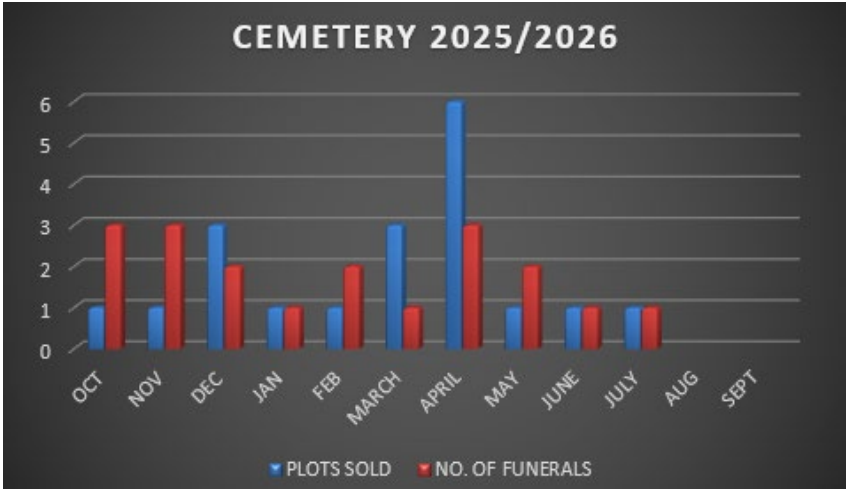
0 trade barn rentals

2 volleyball court rental

1 pickleball rental

Heavy usage at the parks

Maintaining all the parks



1 funeral to report

1 space sold for \$150

Trimming trees

Maintaining Cemetery

Maintaining equipment

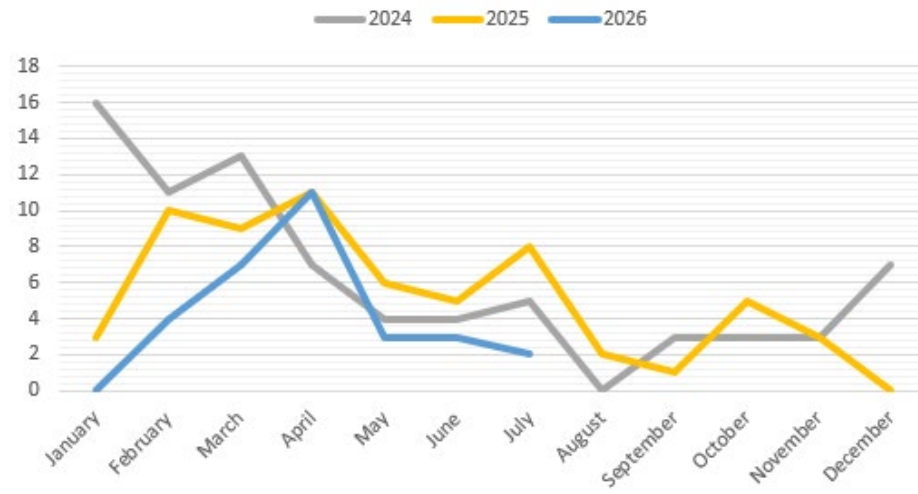
# CEMETERY

# PUBLIC

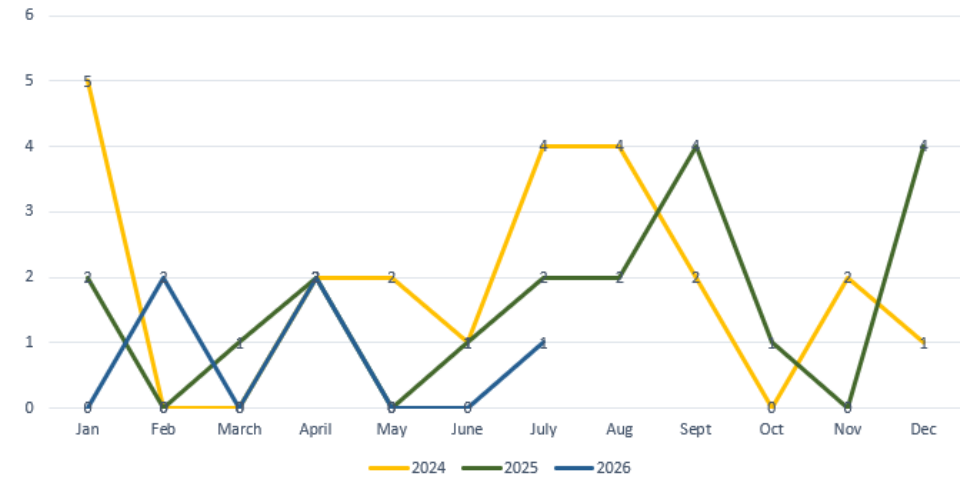


# WORKS

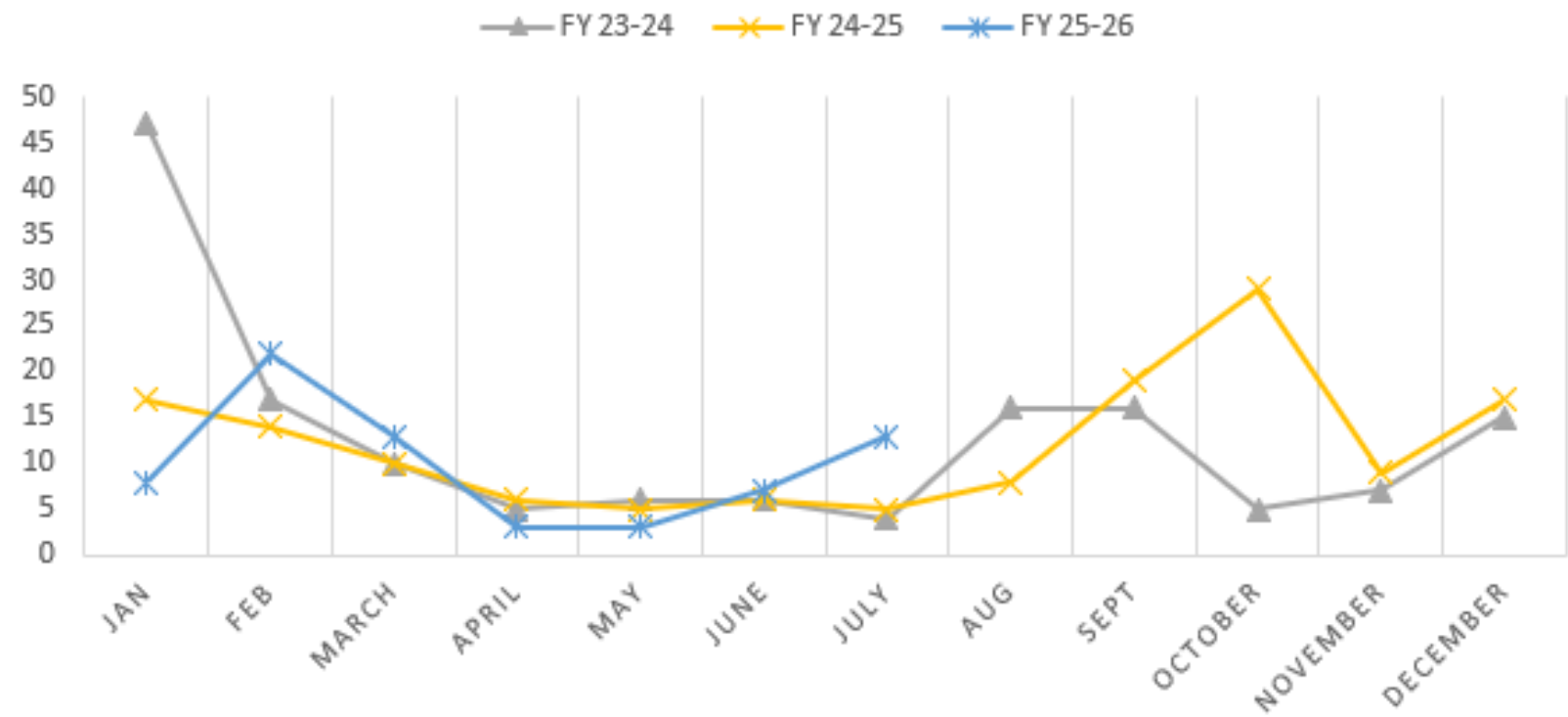
## SEWER STOPPAGES



## Meter Leak Report



# WATER LEAKS





## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Consider approval of Resolution 2026-24 confirming and accepting securities pledged for municipal funds while acting as City Depository.

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### BACKGROUND INFORMATION:

The Resolution confirms and accepts securities pledged for municipal funds while acting as city depository; securities pledged by Clear Fork Bank as evidenced by safekeeping receipts attached, are approved and accepted.

Securities pledged are presented to commissioners each month in the Department Head/Investments Reports.

### FINANCIAL IMPACT:

NA

### STAFF RECOMMENDATION:

Consider approval of Resolution 2026-24 as presented

**RESOLUTION NO. 2026-24**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, CONFIRMING AND ACCEPTING SECURITIES PLEDGED FOR MUNICIPAL FUNDS WHILE ACTING AS CITY DEPOSITORY.**

**NOW, THEREFORE, BE IT RESOLVED**, by the City Commission of the City of Breckenridge:

That the securities pledged by Clearfork Bank, as evidenced by safekeeping receipts attached hereto and made a part thereof, are approved and accepted.

**PASSED AND APPROVED** by the City Commission of the City of Breckenridge this the 1<sup>st</sup> day of September 2026.

**CITY OF BRECKENRIDGE, TEXAS**

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**Kord Trammel, Mayor**

**ATTEST:**

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**Jessica Sutter, City Secretary**

S E A L





## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Consider approval of the Facility Use Agreement with Stephens County Humane Society for a city owned building located at 210 N. Live Oak Street, Breckenridge, previously known as the Sis Clark Building

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### **BACKGROUND INFORMATION:**

The Facility Use Agreement between the City of Breckenridge and the Stephens County Humane Society is up for renewal and allows the SCHC the exclusive right and privilege to use the City's facility at 210 N. Live Oak as a resale shop, proceeds from which will support the SCHS.

### **FINANCIAL IMPACT:**

The SCHS pays for the electricity and the City provides water, sewer, and solid waste services at City's cost.

### **STAFF RECOMMENDATION:**

Consider approval of the Stephens County Humane Society Facility Use Agreement as presented and authorize the City Manager to execute the documents.

## FACILITY USE AGREEMENT

In consideration of the mutual promises and covenants set out herein by and between **City of Breckenridge, Texas**, its successors and assigns (the “City”), and **Stephens County Humane Society**, its successors and assigns, (the “Society”) hereby enter into this Facility Use Agreement (the “Agreement”), to be effective September 1, 2026.

WHEREAS, the Society is a non-profit animal welfare organization; and

WHEREAS, the City and the Society seek to enter into an agreement so that the Society may use City property to raise additional funds to support the Society.

NOW, THEREFORE, the City and the Society hereby agree as follows:

### 1. SERVICES

City grants Society the exclusive right and privilege to use City’s facility at **210 N. Liveoak Street, Breckenridge, TX 76424** (the “Premises”) for use as a re-sale shop, the proceeds from which will support the Society.

### 2. MAINTENANCE AND SANITATION

Society shall maintain all areas in a clean, sanitary condition in accordance with recognized standards and in accordance with all laws, ordinances, regulations and rules of Federal, State and local authorities. Minor maintenance will be the responsibility of the Society with major maintenance to be the responsibility of the City.

### 3. INDEMNIFICATION

Society shall and hereby does indemnify, hold harmless and defend City, its officers, directors, employees and agents from and against all claims, losses, liabilities, damages, and expenses (including reasonable attorney’s fees) for personal injury, death, property damage, violations of federal, state, or local laws and regulations relating to use of the Premises, or other losses which are proximately caused by the Society, its employees or agents under this Agreement.

### 4. RENT; UTILITIES

The care and support provided by the Society for the animals in Breckenridge and Stephens County will be considered as rent payment on the Premises. The Society will obtain and pay for electric services for the Premises; the City will provide water, sewer, and solid waste services to the Premises at no cost to the Society.

### 5. TERM

This agreement shall be effective **September 1, 2026** for a period of one (1) year. This Agreement may be renewed for one additional year if the Society provides notice of its desire to renew the

Agreement to the City on or before August 29, 2027. Thereafter this Agreement will be reviewed and considered for reauthorization annually.

6. PUBLIC PURPOSE; AD VALOREM TAXES

The City declares that the Society's use of the Premises is a public purpose, because the funds raised by the Society will be used, in part, to help the animals in the community. However, if ad valorem taxes are assessed against the Premises, the Society will be responsible for the prompt payment of same.

7. BREACH; TERMINATION

In the event any provision of this Agreement is violated by either party, the other party shall serve written notice upon the breaching party setting forth the violations and demanding compliance with the agreement. Unless within 30 calendar days after serving such notice, such violations shall cease or arrangements (reasonably satisfactory to the suffering party) are made for corrections, the suffering party may terminate this Agreement by serving 30 days written notice of its intention to cancel the Agreement on the offending party by registered or certified mail.

8. VACATING PREMISES

Upon the termination or expiration of this Agreement, Society shall vacate all parts of the Premises occupied by Society and shall return same to City in the same condition as when originally made available to Society, reasonable wear and tear excepted. If Society fails to remove its property and effects upon termination or expiration of this Agreement, within a reasonable time, City shall have the right to remove and store all of said property and effects at the expense of Society.

8. NO PARTNERSHIP

Nothing in this Agreement is intended or will be construed to create any partnership, joint venture, joint enterprise or other similar joint relationship between the parties relating to the use of the Premises under this Agreement, nor shall either party be deemed to be an employee, agent or legal representative of the other for any purpose whatsoever. Neither party will have any authority, whether express, implied or apparent to assume or create any obligations for, on behalf of, in the name of, or for the benefit of the other.

9. NOTICES

All notices as required herein or otherwise to City shall be addressed to it at **105 North Rose Avenue, Breckenridge, TX 76424**. All notices to Society as required herein or otherwise shall be addressed to it at **606 W. Elm Street, Breckenridge, TX 76424**.

10. LAWS APPLICABLE

The provisions of this Agreement shall be construed under the laws of the State of Texas.

11.    ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties hereto relating to the use of the Premises and all previous communications between the parties whether written or oral with reference to the subject matter of this Agreement are canceled and superseded.

WITNESS our hands this and seals 1<sup>st</sup> day of September 2026.

\_\_\_\_\_  
Kathy O’Shields  
President, Stephens County Humane Society

\_\_\_\_\_  
Cynthia Northrop  
City Manager, City of Breckenridge

SWORN TO AND SUBSCRIBED BEFORE ME, this the \_\_\_\_\_ day of September,  
2026.

\_\_\_\_\_  
Notary Public, State of Texas

[NOTARY SEAL]



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Consider approval of Resolution 2026-25 for recommended Board of Director appointments to the BEDC.

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### BACKGROUND INFORMATION:

The BEDC Board is recommending the appointment of 2 new Board of Directors:

- Matt Thompson
- Josh Griffith

These two new directors will each serve a two-year term (September 30, 2026 – September 30, 2028) and will replace the following members.

- Ty Bartoskewitz (served 3 terms)
- Virgil Moore III

Ronnie Langford and Jacob Cornwall will be reappointed for a second term to expire September 30, 2028

### FINANCIAL IMPACT:

NA

### STAFF RECOMMENDATION:

Consider approval of Resolution 2026-25 as presented.

**RESOLUTION NO. 2026-25****A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, TO APPOINT THREE MEMBERS TO THE BOARD OF DIRECTORS OF THE BRECKENRIDGE ECONOMIC DEVELOPMENT CORPORATION.**

**WHEREAS**, Resolution No. 07-16 authorized and approved the creation of the Breckenridge Economic Development Corporation; and

**WHEREAS**, the City Commission is charged with the responsibility of appointing members to the Board of Directors of the Breckenridge Economic Development Corporation; and

**WHEREAS**, the terms of office for Ty Bartoskewitz, Virgil Moore III, Jacob Cornwall, and Ronnie Langford expire September 30, 2026; and

**WHEREAS**, Ty Bartoskewitz has served three successive terms and is not eligible to be reappointed to another term at this time; and

**WHEREAS**, Virgil Moore III has chosen to not be reappointed to another term; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS:**

Directors to be reappointed for a two-year term: Jacob Cornwall, Ronnie Langford to expire September 30, 2028. New Directors to be appointed for a two-year term: Matt Thompson, Josh Griffith, expiring September 30, 2028.

**PASSED AND APPROVED** this 1st day of September 2026.

\_\_\_\_\_  
Kord Trammel, Mayor

ATTEST:

\_\_\_\_\_  
Jessica Sutter, City Secretary

S E A L

CITY OF BRECKENRIDGE  
105 NORTH ROSE AVENUE  
BRECKENRIDGE, TEXAS 76424

August 20, 2026

NOTICE OF PUBLIC HEARING

TAKE NOTICE THAT A PUBLIC HEARING TO CONSIDER THE BUDGET FOR THE CITY OF BRECKENRIDGE FOR THE FISCAL YEAR 2026 - 2027 WILL BE HELD TUESDAY, SEPTEMBER 1, 2025, AT 5:30P.M., IN THE CITY HALL, COMMISSION CHAMBERS, 105 NORTH ROSE AVENUE.

As provided by Section 102.005(b), Local Government Code:

“This budget will raise more revenue from property taxes than last year’s budget by an amount of \$204,118, which is a 7.81 percent increase from last year’s budget. The property tax revenue to be raised from new property added to the tax roll is \$28,904.”

As provided by Section 102.006 of the Local Government Code and the Charter of the City of Breckenridge, notice is hereby given that the City Commission of the City of Breckenridge will hold Public Hearing to consider a budget for expenditures of City funds, from all sources for the fiscal year beginning October 1, 2026, and ending September 30, 2027.

SUMMARY OF PROPOSED 2026-2027 BUDGET

|                                              |                 |
|----------------------------------------------|-----------------|
| General Fund: For Maintenance & Operating    | \$ 5,659,519.00 |
| Water Fund: For Maintenance & Operating      | \$ 2,759,986.00 |
| Wastewater Fund: For Maintenance & Operating | \$ 1,674,399.00 |
| Sanitation Fund: For Maintenance & Operating | \$ 530,709.00   |
| Equipment Replacement                        | \$ 487,766.00   |
| Street Maintenance Sales Tax Fund            | \$ 200,600.00   |
| General Debt Service Fund                    | \$ 825,061.00   |
| Revenue Debt Service Fund                    | \$ 761,086.00   |

Any person may attend and may participate in the hearing. Results of said public hearing will be considered in adopting a budget, as prescribed by law, for expenditures of all City Funds.





## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding approval of an Interlocal for shared use of the Stephens County Law Enforcement Center building.

**Department:** Administration

**Staff Contact:** Cynthia

**Title:** City Manager

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### BACKGROUND INFORMATION:

In the interest of continued cooperation between the City of Breckenridge and Stephens County, the City maintains several interlocal agreements with the County. This agreement is for the shared use of Stephen's County Law Enforcement Center building.

The current Law Enforcement Center Agreement is set to expire on September 30, 2026.

The City and County have discussed establishing a common expiration date for all interlocal agreements to streamline the renewal process and provide greater administrative convenience for both entities. To accomplish this, the proposed agreement will have an initial 15-month term, extending through December 31, 2027.

Following this initial term, subsequent agreements would be established on 12-month terms, allowing the City and County to maintain a consistent annual renewal schedule for their interlocal agreements.

This update to the interlocal agreement does not alter what was previously approved and will remain in effect for the fifteen-month term.

### STAFF RECOMMENDATION:

Consider approval of the updated LEC Building Interlocal Agreement with Stephens County and authorize the City Manager to execute the documents.

THE STATE OF TEXAS  
COUNTY OF STEPHENS  
CITY OF BRECKENRIDGE

**INTERLOCAL AGREEMENT BETWEEN STEPHENS COUNTY, TEXAS,  
AND THE CITY OF BRECKENRIDGE, TEXAS, FOR  
LAW ENFORCEMENT CENTER  
October 1, 2026 – January 1, 2027**

This Interlocal Agreement is made and effective as of the **1 day of October, 2026**, by and between the Commissioners Court of Stephens County, Texas, (hereinafter referred to as "County") a political subdivision, acting pursuant to a resolution duly voted upon and passed during a regular called meeting of said Commissioner's Court, and the City Commission of Breckenridge, Texas, (hereinafter referred to as "City") a political subdivision, acting pursuant to a resolution duly voted upon and passed during a regular called meeting of said City Commission.

**THIS AGREEMENT IS MADE PURSUANT TO THE INTERLOCAL COOPERATION  
ACT OF THE TEXAS GOVERNMENT CODE.**

NOW, THEREFORE, in consideration of the following promises and covenants, and of the mutual benefits to accrue to the parties to this Agreement, the parties hereto, desiring to cooperate for the benefit of the citizens of the City of Breckenridge and Stephens County, Texas, in providing and carrying out their public functions and services, agree as follows:

**1. RECITALS**

The County shall own and operate a law enforcement center and 48-bed jail facility in Breckenridge, Stephens County, Texas, for the benefit of the Stephens County Sheriffs Office ("Sheriffs Office") and the Breckenridge Police Department ("Police Department").

The County and the City desire to enter into this agreement in regard to the law enforcement center in order to ensure the benefit, safety, and welfare of the citizenry of Stephens County and the City of Breckenridge.

**2. COUNTY RESPONSIBILITY**

The County shall employ and be responsible for all members of the Sheriffs Office. The jail facility shall be staffed by members of the Sheriffs Office.

The County shall pay for the law enforcement center's maintenance, primary upkeep, and repairs.

The County shall house, support, maintain, and confine in the law enforcement jail facility all persons arrested by the Sheriff's Office and the Police Department and charged by complaint with an offense equal to or greater than a Class B misdemeanor which is within the jurisdiction of Stephens County, Texas and/or the Police Department.

The Stephens County Sheriff (the "Sheriff") shall be responsible for the operation of the Law Enforcement Center and Jail Facility. As such said Sheriff shall develop and implement a set of Rules of Operation and distribute those rules to all County and City employees that are employed as Police Officers or Deputy Sheriffs or are stationed in the Law Enforcement Center.

### **3. CITY RESPONSIBILITY**

The City Officers and Employees shall follow the Sheriffs Rules of Operation for the Law Enforcement Center and Jail Facility.

The City shall be responsible for all expenses associated for a "City Prisoner" including medical expenses, transportation, additional security for security to a medical facility. A "City Prisoner" shall be defined only as a person arrested by a City Police Officer and charged with a Class C Misdemeanor or a City ordinance violation or confined for any reason by Municipal Court Judge.

### **4. BOOKING**

It is mutually agreed between the parties hereto that upon presentation by a City Police Officer of a City Prisoner, and either a signed complaint sworn to before a competent authority or a commitment or warrant signed by the Municipal Court Judge or other legal authority, the Sheriff will book the City Prisoner in the Law Enforcement Jail Facility and then become responsible for the care and custody of the City Prisoner and said City Prisoner's Property, subject to the limitations and conditions set forth herein. Bail for any person incarcerated under the provisions set forth herein is governed by the provisions of the Texas Code of Criminal Conduct.

City Officers shall process all City Prisoners through the identification procedure, before and after booking said City Prisoners into the Law Enforcement Center's Jail Facility; however, the Sheriff may, at his option, fingerprint and photograph all City Prisoners booked into the Law Enforcement Center's Jail Facility. During the booking process of a City Prisoner, all City Officers shall submit to the Sheriffs employee in charge of the jail shift at the time of such incarceration a Probable Cause Affidavit and a Criminal History Report at the time of booking for each and every City Prisoner to be housed at the Law Enforcement Center Jail Facility. The City Officer must notify the County employee in charge of the jail shift, in writing and at the time of booking, of any medical condition of the City Prisoner known to the arresting City Officer.

It is understood and agreed that, in the event of an emergency situation or condition or if the Jail Facility reaches maximum population as set forth by the Texas Jail Standards thereby forcing the Sheriff to be unable to book or continue to house City Prisoners in the Jail Facility, then the Sheriff may decline to book, house or continue to hold any City Prisoner in the Law Enforcement Jail Facility.

Further, in the event that a City Prisoner has to be "tasered" or "maced" by a City Officer, medical personnel will be summoned to the scene to assess the subject. This expense shall be paid by the City. If the medical assessment or other circumstances dictate the subject needs further medical treatment, the subject will be transported to the nearest medical facility for

further evaluation. Medical treatment will not be refused for anyone who requests it or if, in the opinion of the Sheriffs Office personnel, the subject should receive such evaluations prior to booking.

Probes located in sensitive areas such as the face, neck, groin or breast will be removed by medical personnel. Removal of probes in other areas may be extracted City Officers at the direction of the scene supervisor. City Officers shall provide first aid following the removal of the probes by applying alcohol wipes or first aid cream and band-aids to the probe sites as needed.

In the event a City Prisoner has been "tasered" or "maced", at the time the City Prisoner is presented to the Law Enforcement Center for booking, housing, or holding, said arresting City Officer shall present to the Sheriffs Officer a written release from medical personnel or medical facility for the "tasered" City Prisoner.

## **5. MEDICAL**

The City agrees to furnish and reimburse the County for any and all costs associated with medical services including but not limited to medicine charges, physicians, medicine, hospitalization, prescription drugs, ambulance charges, dental expenses, optometry expenses, transportation expenses, and surgical expenses of City Prisoners if said City Prisoners become sick or injured before or after being booked in the Law Enforcement Center's Jail Facility.

The Sheriff shall summon any and all necessary medical help as needed in the sole opinion of the Sheriff Officer on duty or the Jail Staff personnel in charge. The City Officer shall be responsible for transporting City Prisoners; however, if a City Officer is unavailable to transport, then the Sheriffs Office shall transport such City Prisoner who needs medical attention without undue delay. The Sheriff Office's Officer in charge of the shift in which a City Prisoner is presented shall determine, upon presentation of any City Prisoner, as to whether at that time the City Prisoner shall be transported by the Police Department to a hospital at the time of booking. The City shall be responsible for transporting all Class C misdemeanors who need medical attention of any kind.

In the event that a City Prisoner must be hospitalized or taken off the Law Enforcement Center's premises for medical care of any description, the City shall be responsible for furnishing temporary guards and transportation for the City Prisoner as long as said City Prisoner is hospitalized or is receiving such medical care, treatment, or testing.

## **6. BAILIFFS**

The City agrees to furnish its own bailiffs to escort City Prisoners to and from the Breckenridge Municipal Court or any other location to which they may need to be transported.

## **7. DAMAGES**

The City agrees that if a City Prisoner willfully, intentionally, knowingly, recklessly, or negligently damages or destroys any part of the said Jail Facility or its contents thereof, the City will reimburse the County for the amount of the destruction, damages, or replacement

caused by a City Prisoner.

## 8. UTILITIES

The City shall pay all utility expenses for the Law Enforcement Center including electric expenses, gas expenses, water and sewer service, trash service and the increase in expense for the any additional bandwidth accommodating Police Department internet over and above the Sheriffs Office internet expenses. Further, the City shall be responsible for the phone services, cell service, long distance call expense and land line service for the east side of the Law Enforcement Center in which the Police Department is housed.

The County shall pay internet expenses, phone services, cell service, long-distance call expenses, and landline service for the west side of the Law Enforcement Center in which the Sheriffs Office is housed.

## 9. JAIL CELLS

This is agreed by the parties hereto that there shall be only two (2) beds made available for usage by the Police Department to house City Prisoners. It shall consist of one bed for a male and one bed for a female. Any time the Police Department has to have a prisoner housed in a neighboring county's jail facility, the City shall be responsible for any and all costs associated with this housing, any medical expenses, and any damages caused by said City Prisoner and all transportation expenses of such a prisoner and shall reimburse the County for these costs and expenses.

In the situation involving overcrowding, as determined under the Texas Jail Standards regulations, or housing emergencies, the City bed reservation shall be adjusted or terminated for a temporary period of time at the sole discretion of the Sheriff. Further, due to classification of inmate issues, this adjustment may be necessary to prevent housing of inmates in neighboring counties' jail facilities.

The law enforcement center jail facility shall be equipped with two (2) holding cells and two (2) detoxification cells. The parties agree and understand that no Class C misdemeanor inmates will be housed in either the holding cell or detoxification cell for more than 24 hours without being released by the arresting Department.

The City agrees to have all City Prisoners magistrate immediately the next day after incarceration.

If the law enforcement center jail facility is at its maximum capacity as designated by the Texas Jail Standards regulations, inmate classification, or other issues affecting the number of inmates and the City has a prisoner or prisoners being housed over and above the two-bed limit and a new prisoner is arrested and a bed is required, the City Prisoner shall be housed in a neighboring county jail. If this event takes place, the City shall be notified and if the City chooses not to release such prisoner, the City shall be responsible for all costs associated with the out-of county housing of such City Prisoner including but not limited to transportation costs, medical costs, costs of guards, costs of housing charged by the neighboring counties. Further, in the event of overcrowding, a Class C misdemeanor City Prisoner shall be discharged by the Sheriff in order to make additional beds available for



prisoners charged with a more serious crime. However, in the event the City desires to have a Class C misdemeanor housed in a neighboring county rather than released, the City shall be responsible for transporting said City Prisoner at all times.

#### **10. ALTERATIONS AND REPAIRS**

City officers and employees shall not make any structural alterations, additions, or other changes to the law enforcement center without the Sheriffs prior written consent.

City officers and employees must use customary diligence in maintaining the premises, parking area, and yard of the law enforcement center. City officers and employees must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter the premises without the written approval of the Sheriff.

No holes or stickers are allowed inside or outside the law enforcement center, except that a reasonable number of small nail holes for picture hanging in sheetrock walls and grooves of wood-paneled walls are allowable. There shall be no antennas, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or re-keying permitted unless prior written approval of the Sheriff is obtained. City officer and employees agree not to alter or remove property belonging to the law enforcement center, including alarm systems, smoke detectors, furniture (if any), telephone and cable and internet wiring, screens, locks, and security devices. Any improvements to the premises (whether or not the Sheriff consents) becomes the property of the law enforcement center unless the Sheriff agrees otherwise in writing.

#### **11. TERM**

This Interlocal Agreement shall be for a period of fifteen months beginning **October 1, 2026 and ending December 31, 2027**. At that time, all terms of this Agreement shall be renegotiated between the parties currently in office at that time.

#### **12. NECESSITY FOR SERVICE.**

The City and the County acknowledge and agree that a part of the responsibilities of both the City and the County is for the betterment of the public welfare and the parties hereby agree that such responsibility makes it imperative that the performance of the services be undertaken by both the County and the City as a governmental function. Therefore, each and all of the parties to this Agreement hereby invoke the doctrine of governmental immunity to the maximum extent permitted by law.

#### **13. COMPENSATION.**

All parties to this Agreement agree and understand that this agreement is entered into solely for the limited purpose of protecting the health, life, and property of those individuals in the City of Breckenridge, Texas and Stephens County, Texas. Therefore, all parties hereto agree and understand that the City officers and employees shall not be entitled to wages, salary, pension, insurance, or any other type of compensation from the County for rendering any services described herein, nor shall County officers and employees be entitled to wages, salary, pension, insurance, or any other type of compensation from the City while performing any duties described herein.

#### 14. **QUALIFICATIONS**

The City warrants and represents that its officers or employees who enforce the laws for the benefit of the City are fully qualified to provide the necessary services required under this Agreement and that all services will be provided in accordance with the generally accepted standards applicable thereto. All such officers or employees shall be duly licensed and all services provided hereunder shall be in accordance with Texas laws. Said officers or employees of the City shall observe and comply with all applicable Federal, State, and local laws, rules, and regulations.

The County warrants and represents that its officers or employees who enforce the laws for the benefit of the County are fully qualified to provide the necessary services required under this Agreement and that all services will be provided in accordance with the generally accepted standards applicable thereto. All such officers or employees shall be duly licensed and all services provided hereunder shall be in accordance with Texas laws. Said officers or employees of the City shall observe and comply with all applicable Federal, State, and local laws, rules, and regulations.

#### 15. **TEXAS TORT ACT.**

The County may be responsible for the acts or failures to act of its Sheriffs Office employees, agents, or servants, but provided, however, such responsibility shall be subject to the terms, provisions, and limitations, of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act. The City may be responsible for the acts or failures to act of its Police Department, employees, agents, or servants, but provided, however, such responsibility shall be subject to the terms, provisions, and limitations, of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

#### 16. **INDEMNIFICATION.**

To the extent allowed by law, the City shall indemnify, defend, and hold harmless the County, with respect to any claims, demands, actions, costs, and other expenses including attorney fees, court costs, or mediation expenses resulting from any errors, omissions, torts, or other negligent acts or omissions of the officers or employees of the City who are acting under this Agreement, unless the officers or employees are acting under the direct supervision of a member of the Sheriffs Office.

To the extent allowed by law, the County shall indemnify, defend, and hold harmless the City, with respect to any claims, demands, actions, costs, and other expenses including attorney fees, court costs, or mediation expenses resulting from any errors, omissions, torts, or other negligent acts or omissions of the officers or employees of the County who are acting under this Agreement, unless the officers or employees are acting under the direct supervision of a member of the Police Department.

#### 17. **PRIOR AGREEMENTS.**

This Agreement shall supersede any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding between the parties hereto.

#### 18. **SEVERABILITY.**

This agreement is entire as to all the performances to be rendered under it. Breach of any obligation to be performed by either party shall constitute a breach of the entire agreement and shall give the non-breaching party the right to immediately terminate this agreement.



If any term, provision, covenant, or condition of this agreement is held to be invalid void or unenforceable, the remainder of the provisions shall remain in ☐ full force and effect and shall in no way be affected, impaired, or invalidated.

**19. FORCE MAJEURE.**

In the event that either party hereto shall be prevented, interrupted, or delayed by any occurrence from completing their required performance of their obligations or undertakings hereunder by an act of God, the result of war, riot, civil disorder, sovereign conduct, or the act or conduct of any person or persons who are not parties or privy hereto or any other occurrence whatsoever which is beyond the control of either party hereto, then that party shall be excused from any further performance of that party obligations and undertakings hereunder for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

**20. LAW AND VENUE.**

This Interlocal Agreement is governed by the laws of the State of Texas and all obligations under this Interlocal Agreement are performable in Stephens County, Texas.

**21. AMENDMENTS OR MODIFICATIONS.**

This Agreement may be amended or modified at the written request of either party hereto and with by a majority vote of the County Commissioner's Court and the City Commission with a thirty-day written notice to the other party. No amendment or modification of this Agreement shall be valid or binding unless in writing and enacted by both the County Commissioner's Court and the City Commission of the City.

**22. NOTICES.**

Any notice required under this Agreement shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth herein for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified herein.

**Address of the County:**  
Stephens County Judge  
Stephens County Courthouse  
200 W. Walker  
Breckenridge, Texas 76424

**Address of the City:**  
Office of the City Manager  
City of Breckenridge  
105 N. Rose  
Breckenridge, Texas 76424

This interlocal agreement was duly approved by the County Commission of Stephens

County on 24 day of August, 2026.

**COUNTY JUDGE**

**ATTEST**

By: William Thompson  
William Thompson, Stephens County Judge

By: Jackie Ensey  
Jackie Ensey, County Clerk

DATE: August 24, 2026

DATE: August 24, 2026

This interlocal agreement was duly approved by the City Commission of the City of Breckenridge on \_\_\_\_ day of \_\_\_\_\_.

**CITY MANAGER**

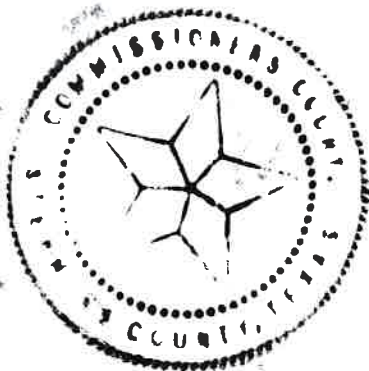
**ATTEST**

By: \_\_\_\_\_  
Cynthia Northrop, City Manager, City of Breckenridge

By: \_\_\_\_\_  
Jessica Sutter, City Secretary, City of Breckenridge

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_





## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding approval of an Interlocal for Fire Services with Stephens County.

**Department:** Administration

**Staff Contact:** Cynthia

**Title:** City Manager

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### **BACKGROUND INFORMATION:**

In the interest of continued cooperation between the City of Breckenridge and Stephens County, the City maintains several interlocal agreements with the County. This agreement is for Fire Services.

The current Fire Services Agreement is set to expire on September 30, 2026.

The City and County have discussed establishing a common expiration date for all interlocal agreements to streamline the renewal process and provide greater administrative convenience for both entities. To accomplish this, the proposed agreement will have an initial 15-month term, extending through December 31, 2027.

Following this initial term, subsequent agreements would be established on 12-month terms, allowing the City and County to maintain a consistent annual renewal schedule for their interlocal agreements.

This update to the interlocal agreement does not alter what was previously approved and will remain in effect for the fifteen-month term.

### **STAFF RECOMMENDATION:**

Consider approval of updated Fire Services Interlocal Agreement with Stephens County and authorize the City Manager to execute the documents.

THE STATE OF TEXAS  
COUNTY OF STEPHENS  
CITY OF BRECKENRIDGE

**INTERLOCAL AGREEMENT BETWEEN STEPHENS COUNTY, TEXAS,  
AND THE CITY OF BRECKENRIDGE, TEXAS, FOR  
FIRE PROTECTION AND FIRST RESPONDER SERVICES**

**OCTOBER 1, 2026 – JANUARY 1, 2027**

**WHEREAS**, this agreement is made between Stephens County, Texas (COUNTY) and the City of Breckenridge, Texas (CITY), under and pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code and under Section 352.001 of the Texas Local Government Code relative to contraction with cities for the use of fire trucks and other firefighting equipment to provide fire and first responder services outside the corporate limits of municipalities in the COUNTY; and

**WHEREAS**, CITY and COUNTY represent that each is independently authorized to perform the functions contemplated by this agreement; and

**WHEREAS**, the COUNTY provides fire trucks and equipment to the CITY for use within and outside the corporate limits of municipalities in the County; and

**WHEREAS**, the COUNTY currently has a need for fire protection and first responders in the COUNTY outside the CITY limits of Breckenridge, Texas and within the surrounding vicinity thereof and the COUNTY is not equipped to render such services; and

**WHEREAS**, each party has sufficient funds available from current revenues to perform the function contemplated by this agreement; and

**NOW, THEREFORE** in consideration of the above recitals, mutual benefits, and promises each to the other made herein, the parties named above do hereby agree as follows:

**PUBLIC PURPOSE**

The purpose of this contract is to provide public fire protection and other limited emergency response services within the area of the COUNTY that lies outside the boundaries of any municipal government. The COUNTY Government has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this contract does not attempt to usurp the authority of municipalities to manage, regulate and provide fire protection and emergency response services within their boundaries.

**CITY OBLIGATIONS**

The CITY, as a part of this agreement, and as a condition of the payment by COUNTY of any and all sums called for under this agreement, agrees that:

A. The CITY's Fire Department will provide fire protection and other emergency response services for all persons and property within the unincorporated area of said COUNTY that lies within the designated primary service area of the CITY's Fire Department.

B. Emergency services other than those concerning fire protection and other emergency response

services are not the subject of this contract. All emergency services provided within the territorial boundaries of municipal corporations are solely within the jurisdiction and the area of responsibility of the relevant municipal government. No provision is made in this contract to provide services in any municipality. However, nothing in this contract is intended to prevent the CITY's Fire Department from providing other services in addition to the services contracted for herein, nor from providing services within municipalities, but in doing so, the CITY's Fire Department does not act as an agent of the COUNTY, and the COUNTY assumes no responsibility for such services.

C. Further, in providing such services and as a collateral incident of this contract, it is agreed that the CITY's Fire Department may utilize any COUNTY equipment provided to the CITY's Fire Department under this contract. However, it is expressly agreed and understood that the **CITY'S FIRE DEPARTMENT SHALL HOLD THE COUNTY HARMLESS FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION AND INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO BY REASON OF THE USE OR OPERATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR THE USE OF THE CITY'S FIRE DEPARTMENT IN PERFORMANCE OF ITS RESPONSIBILITIES UNDER THIS CONTRACT WHEN THAT EQUIPMENT IS USED BY THE CITY'S FIRE DEPARTMENT WITHIN A MUNICIPALITY.** The CITY agrees to reimburse the County for half of the deductible expense for vehicle maintenance on COUNTY vehicles used by the CITY's Fire Department pursuant to this contract.

D. The CITY's Fire Department shall use reasonable diligence and effort to provide the fire protection and emergency response services it has contracted to provide by this contract and to provide immediate and direct supervision of the CITY's Fire Department members, volunteers, employees, agents, contractors, sub-contractors, and/or laborers, if any, in the full adherence of the purposes, terms, and conditions of this contract.

E. The CITY's Fire Department agrees to cause its members and personnel providing fire protection services in the performance of this contract when performing said services to conduct themselves in a professional manner and to comply with applicable laws. All firefighters must be properly trained and equipped to perform fire protection duties. Radio communications will be conducted according to any rules, procedures, or directives of the Sheriff of Stephens County and/or County Fire Marshal. The City's Fire Department further agrees that it will cooperate with the County Fire Marshal to the extent provided for in Texas law.

F. The CITY's Fire Department warrants that, in carrying out the terms of this contract, it will not utilize any person under 18 years of age in the performance of the services to be provided under this contract.

G. It is agreed that the CITY's Fire Department shall comply with any rules, procedures, or directives of the County Fire Marshal for determining which fires warrant investigations and shall cooperate with any such investigation made by the appropriate County Official or the designated agent of the County Fire Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees.

H. The books and records maintained for operating the CITY's Fire Department shall be open to inspection by the COUNTY or its designated representatives during regular business hours.

I. EACH QUARTER, the CITY's Fire Department shall submit a financial report to the COUNTY.

J. The CITY's Fire Department shall file a TXFIRS report with the State Fire Marshal's office within two weeks of the end of the month that an incident occurred. The Stephens County Fire Marshal is authorized to review and update all fire incident reports filed by the Fire department with the State Fire Marshal's office.

K. The CITY's Fire Department shall maintain a "current" status throughout the term of this agreement as a First Responder Organization (FRO) per Title 25 Texas Administrative Code 157.14.

L. If the CITY'S Fire Department is utilizing COUNTY property, the attached "Stephens County Asset Control Verification Form" must be completed and returned with this agreement. If the form is not completed and returned with the interlocal, said property will become subject to forfeiture to the COUNTY.

M. The CITY shall maintain statutory workers' compensation coverage for its employees, officers, and volunteers regarding the CITY'S performance under this contract. The CITY recognizes that the COUNTY has no responsibility to furnish this coverage, and the CITY waives any right to pursue the COUNTY for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

#### CONSIDERATION

For the services provided above, the COUNTY shall provide CITY with a sum **not to exceed \$4,166.67 per month** during the term of this contract. **Additionally**, the COUNTY and CITY shall equally divide all fuel and maintenance costs and budgeted overtime expenses. **The CITY shall provide the COUNTY with an itemized statement each month for the fuel and maintenance costs and overtime expenses, and the COUNTY shall reimburse the CITY for half of its expenses.** The County's reimbursement for half of the City's budgeted overtime expense **will be capped at \$31,250 (\$25,000 Annually)** unless the City and the County agree otherwise due to extenuating circumstances. Reimbursement from the COUNTY to the CITY for fuel and maintenance costs and overtime expenses is contingent on the itemized statement. If the CITY does not submit a monthly itemized statement, it shall result in a delay in payment until the statement is submitted. All sums to be paid under this contract by the COUNTY shall be made from current revenues available.

#### GENERAL APPORTIONMENT OF RESPONSIBILITY AND IMMUNITY IN ACCORDANCE WITH GOVERNMENT CODE§ 791.006 (a-1)

**In deference to Section 791.006(a) of the Government Code, in the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas law. The CITY shall be responsible for its sole negligence. The COUNTY shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person.**

#### NOTICE OF NON-APPROPRIATION

If for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this agreement, such party shall endeavor to provide thirty (30) days' notice of its intent not to appropriate the necessary funds for its performance of obligations under this agreement.

#### DEFAULT

In the event either party shall fail to keep, observe, or perform any provision of this contract, the breaching party shall be deemed in default. If such default continues for a period of thirty (30) days after



notice thereof by the non-breaching party to the other, then the non-breaching party shall be entitled to all available options under the termination and dispute resolution sections of this agreement.

#### **TERM AND RENEWAL**

The effective date of this agreement shall be **October 1st, 2026**, and this contract shall expire at midnight on **December 31, 2027**.

The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. "Debt" means any obligation to be paid for with future rather than with current revenues. Any agreement that would provide for the automatic renewal of this contract would necessarily provide for payments that would have to be made from future revenues. Without a special tax, there can be no lawful automatic renewal of this contract. Instead, a new contract must be executed for each fiscal year. **The fiscal year of the COUNTY is from January 1st through December 31st of the following calendar year.**

Consequently, there shall be no automatic renewal of this contract. It is agreed that the renewal of a fire protection services contract between the COUNTY and the CITY must be by executing a new contract for each fiscal year.

#### **TERMINATION**

**By Mutual Agreement:** This Agreement may be terminated by mutual agreement of the CITY and the COUNTY, as evidenced by a written termination agreement.

**For Nonappropriation of funds:** As mentioned above, if a party fails to appropriate funds necessary for the performance of the obligations under this agreement, the other party may terminate this agreement.

**By Either Party:** This agreement may be terminated at any time for convenience or fault upon thirty (30) days' written notice to the other party.

#### **DISPUTE RESOLUTION**

**Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.

**Notice.** A written complaint that contains sufficient detail to clearly identify the problem(s) giving rise to the dispute, and the responding party shall have a reasonable opportunity to respond.

**First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meetings to attempt to facilitate an agreed resolution.

**Second Resolution Meeting.** If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: CITY: City Manager and/or Mayor; COUNTY: County Commissioner and/or County Judge.

**Successful Resolution.** If a resolution is made, it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

**Unsuccessful Resolution.** If all above options are completed, and the Parties are unable to reach a



resolution, either party may pursue all legal and equitable remedies available to it under Texas law.

### **GENERAL PROVISIONS**

**Agent of the COUNTY for Certain Limited Purposes Only:** The COUNTY and the CITY understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by the CITY for the COUNTY under this contract and that, when engaged in the scope of its duty to provide fire protection services for the *residents* in any part of the area of COUNTY that lies outside the territorial limits of any municipal corporation, the CITY acts as an agent of COUNTY to the *limited* extent said law mandates. However, it is understood that the CITY is not an agent of the COUNTY for any other purpose.

**NIMS- National Incident Management Systems:** The CITY'S Fire Department shall supply the COUNTY at the time of execution of this contract a list of personnel for the Fire Department as well as the Certificate of NIMS compliant testing for each person on the list. Testing shall be in accordance with FEMA guidelines as to what level, who, and when training is done to remain compliant. All departments must be NIMS compliant. Department Chief Officers shall complete NIMS 300 and are encouraged to complete NIMS 400 training. NIMS 300 shall be completed as soon as possible following an appointment to the office.

All DEPARTMENT members shall complete NIMS 100, 200, 700, and 800 training. The DEPARTMENT shall submit records for each member documenting completion of NIMS training. The DEPARTMENT shall maintain supporting records for each member and shall be made available to the COUNTY within forty-eight (48) hours' notice.

**Severability Clause:** The Parties intend for the various provisions of this agreement to be severable, so the invalidity, if any, of one or more sections of this agreement shall not affect the validity of the remaining provisions of the agreement.

**Counterparts:** This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

**Notices:**

**To COUNTY:** Any Notice permitted or required to be given to the COUNTY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

County Judge  
200 West Walker, Suite 115  
Breckenridge, TX 76424

**To CITY:** Any notice permitted or required to be given to the City hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

City Manager  
105.North Rose  
Breckenridge, TX 76424

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

**Authority to Contract:** Each party has the full power and authority to enter into and perform this agreement, and the person signing this agreement on behalf of each party has been properly authorized and empowered to enter into this agreement.

**Governing Law & Venue:** This Agreement shall be interpreted in accordance with the laws of the State of Texas, and Stephens County is the proper venue for any action regarding this contract.

**Limitation of Liability:** By entering into this agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Texas Tott Claims Act as amended.

**Entire Agreement:** This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to, or by the parties to each other.

**Amendment:** If the Parties desire to modify this agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new written agreement. Any modifications must be appropriately approved and signed by authorized representatives of the Parties.

This interlocal agreement was duly approved by the County Commission of Stephens

County on 24 day of August, 2026.

COUNTY JUDGE

By: William Thompson  
William Thompson, Stephens County Judge

DATE: August 24, 2026

ATTEST

By: Jackie Ensey  
Jackie Ensey, County Clerk

DATE: August 24, 2026

This interlocal agreement was duly approved by the City Commission of the City of

Breckenridge on \_\_\_\_\_ day of \_\_\_\_\_.

CITY MANAGER

By: \_\_\_\_\_  
Cynthia Northrop, City Manager, City of Breckenridge

DATE: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Jessica Sutter, City Secretary, City of Breckenridge

DATE: \_\_\_\_\_

**STEPHENS COUNTY FIRE MARSHAL  
BRECKENRIDGE FIRE DEPARTMENT**

By: \_\_\_\_\_  
Malcolm Bufkin, Stephens County Fire Marshall, Breckenridge Fire Chief

DATE: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Jackie Ensey, Stephens County Clerk

By: \_\_\_\_\_  
Jessica Sutter, City Secretary, City of Breckenridge

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_





## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding approval of renewing the Interlocal for Animal Control services with Stephens County.

**Department:** Administration

**Staff Contact:** Cynthia

**Title:** City Manager

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### **BACKGROUND INFORMATION:**

In the interest of continued cooperation between the City of Breckenridge and Stephens County, the City maintains several interlocal agreements with the County. One such agreement provides for Animal Control services within the unincorporated areas of Stephens County.

The current Animal Control Interlocal Agreement is set to expire on September 30, 2026.

The City and County have discussed establishing a common expiration date for all interlocal agreements to streamline the renewal process and provide greater administrative convenience for both entities. To accomplish this, the proposed agreement will have an initial 15-month term, extending through December 31, 2027.

Following this initial term, subsequent agreements would be established on 12-month terms, allowing the City and County to maintain a consistent annual renewal schedule for their interlocal agreements.

### **FINANCIAL IMPACT:**

\$37,500.00 (\$30,000 annual) payable in 15 monthly payments of \$2500.00/month.

### **STAFF RECOMMENDATION:**

Consider approval of renewing Animal Interlocal with Stephens County and authorize the City Manager to execute the documents.

THE STATE OF TEXAS  
COUNTY OF STEPHENS  
CITY OF BRECKENRIDGE

**INTERLOCAL AGREEMENT BETWEEN STEPHENS COUNTY, TEXAS,  
AND THE CITY OF BRECKENRIDGE, TEXAS, FOR  
ANIMAL SHELTER AND CONTROL  
October 1, 2026 – January 1, 2027**

This Interlocal Agreement is made and effective as of the **1 day of October, 2026**, by and between the Commissioner's Court of Stephens County, Texas, (hereinafter referred to as "County") a political subdivision, acting pursuant to a resolution duly voted upon and passed during a regular called meeting of said Commissioner's Court, and the City Commission of Breckenridge, Texas, (hereinafter referred to as "City") a political subdivision, acting pursuant to a resolution duly voted upon and passed during a regular called meeting of said City Commission.

**THIS AGREEMENT IS MADE PURSUANT TO THE INTERLOCAL  
COOPERATION ACT OF THE TEXAS GOVERNMENT CODE.**

NOW, THEREFORE, in consideration of the following promises and covenants, and of the mutual benefits to accrue to the parties to this Agreement, the parties hereto, desiring to cooperate for the benefit of the citizens of the City of Breckenridge and Stephens County, Texas, in providing and carrying out their public functions and services, agree as follows:

**1. RECITALS**

The City shall own and operate an animal shelter in Breckenridge, Stephens County, Texas, for the benefit of the City of Breckenridge and Stephens County, Texas. The City shall provide animal control services, including but not limited to housing, food, water, and veterinary services, if needed, for lost, stray, homeless, abandoned, unwanted, dangerous, or aggressive dogs or animals located in the City of Breckenridge and for lost, stray, homeless, abandoned, unwanted, dangerous, or aggressive dogs or animals located in unincorporated areas of Stephens County, Texas, which have been specifically referred to the said Animal Shelter by the Stephens County Sheriffs Department.

The County and the City desire to enter into this agreement in regard to the operation of said Animal Shelter to ensure the benefit, safety, and welfare of the citizenry of Stephens County, Texas and Breckenridge, Texas, and for the humane treatment of said animals as set forth in the laws of the State of Texas.

**2. DEFINITIONS**

- a. Breckenridge Police Department shall be referred to herein as Police Department.
- b. Breckenridge Chief of Police shall be referred to herein as Chief of Police.
- c. Breckenridge Animal Shelter shall be referred to herein as Animal Shelter.
- d. Breckenridge Animal Control Officers shall be referred to herein as Animal Control Officers.
- e. Stephens County Sheriffs Office shall be referred to herein as Sheriffs Office.
- f. Stephens County Sheriff shall be referred to herein as Sheriff.

- g. Stephens County Sheriffs Officers or Deputies shall be referred to herein as Sheriffs Officers.
- h. Animal Shelter shall mean the facility that shall keep or legally impound stray, homeless, abandoned, feral, quarantined, or unwanted animals.
- i. Animal Control shall mean the animal control function of Breckenridge, Texas
- j. Animal Control Officer means any person licensed and employed by the City to care for animals at the Animal Shelter.

### 3. CITY RESPONSIBILITY

The City shall employ and be totally responsible for the actions of all employees of the Animal Shelter, the Animal Control Officers, and the Police Department.

The City shall bear all the operating expenses for the Animal Shelter, including, but not limited to, electricity, water, gas, trash, phone, internet, and sewer services. The City shall pay any expenses for the ordinary upkeep, maintenance, repair, and wear and tear of the Animal Shelter and its surrounding premises.

The City shall be responsible for any food, transportation of animals, and any special needs of an animal. The City shall be responsible for all veterinary expenses, medication, sterilization, and euthanization for all animals placed in the Animal Shelter by Animal Control Officers, the Police Department, or the Municipal Court Judge.

The City agrees to collect, retrieve, gather, transport, house, feed, and care for any animals requested by the Sheriff's Office through a verbal or written request to the City, the Animal Control Officers, and/or the Police Department. This shall be accomplished as soon as possible without unnecessary delay.

The City shall house, provide care for, support, maintain, and confine animals in the Animal Shelter delivered to the Animal Shelter by the Animal Control Officers, Police Department, Sheriff's Officers and the public as well as any animal ordered to be delivered to the shelter by the Breckenridge Municipal Court Judge, Stephens County Justice or the Peace, Stephens County Judge, 90th Judicial District Judge.

The Chief of Police shall develop and implement a set of Rules of Operation for the Animal Shelter that are in compliance with Texas State law and distribute those rules to all Animal Shelter employees, all Animal Control Officers, the Police Department Officers, and all Sheriff's Officers. The Police Officers, Animal Control Officers, the Sheriff's Officers, and Animal Control employees shall follow the City's Rules of Operation for the said Shelter, and all state laws and local ordinances.

### 4. COUNTY RESPONSIBILITY

The County shall pay the City **\$37,500 for the term of this contract (\$30,000 annually)**, payable in twelve **(15) monthly payments of \$2,500/month** to support the operation of the Animal Shelter. The County shall make said payments by check and deliver them to the City Offices. These funds shall be used by the City only and strictly for the expenses directly associated with the operation and staffing of the Animal Shelter.

In addition, the County shall be responsible for all euthanization for all animals placed in the Animal



Shelter by the Sheriff's Officers or that are placed there at the direction of the Sheriff's Officers, the Stephens County Judge, the Stephens County Justice of the Peace, or the 90th District Judge.

## 5. LIABILITY & INSURANCE

It is agreed by the City and the County that said City shall assume complete responsibility for the care, control, sheltering, feeding, health, safety, and medical care of the animals while said animals are housed in the Animal Shelter. It is also agreed that the City shall assume complete responsibility for the care, control, health, safety, and medical care of the animals while said animals are being transported. The animals under the control of the Animal Shelter shall at all times be kept under humane conditions and treated humanely at all times. The City agrees to pay for and maintain appropriate insurance coverage for liability purposes in regard to all aspects of the Animal Shelter.

## 6. REPORTS

The City agrees to furnish the County quarterly reports detailing the Animal Shelter's operation. This report shall include current photographs of the shelter and dogs, total number of animals taken into the Shelter (city vs county), number of animals "adopted out" (city vs county), number of dogs quarantined (city vs County), number of dogs euthanized (city vs county), verified expenses for County housed animals for which the City is requesting reimbursement for euthanization expenses, and any other charges.

## 7. ANIMAL TREATMENT

The City shall keep the shelter in a sanitary condition as defined under Chapter 826 of the Health & Safety Code and in compliance with the City's Animal Control Ordinance. All Animals shall be confined in enclosures that are structurally sound and maintained in good repair.

The City shall supply all animals impounded in the Animal Shelter with sufficient wholesome food and water during confinement.

The Animal Shelter shall protect impounded animals from the cold, wind, rain, and snow. The Animal Shelter shall provide animals with fresh air either by means of windows, doors, vents, fans, or air conditioning, and shall be ventilated so as to minimize drafts, odors, and moisture condensation.

All euthanization of an animal must be performed in accordance with the Section 821 Health & Safety Code and in accordance with the American Veterinary Medical Association standards.

## 8. TERM

This Interlocal Agreement shall be for a period of one **fifteen months beginning October 1, 2026, and ending December 31, 2027**. At that time, all terms of this Agreement shall be renegotiated between the parties currently in office at that time.

## 9. NECESSITY FOR SERVICE

The City and the County acknowledge and agree that a part of the responsibilities of both the City and the County is for the betterment of the public welfare and the parties hereby agree that such responsibility makes it imperative that the performance of the services be undertaken by both the County and the City as a governmental function. Therefore, each and all of the parties to this Agreement hereby invoke the doctrine of governmental immunity to the maximum extent permitted



by law.

#### **10. COMPENSATION**

All parties to this Agreement agree and understand that this Agreement is entered into solely for the limited purpose of protecting the health, life, and property of those individuals in the City of Breckenridge, Texas, and Stephens County, Texas. Therefore, all parties hereto agree and understand that the City officers and employees shall not be entitled to wages, salary, pension, insurance, or any other type of compensation from the County for rendering any services described herein, nor shall County officers and employees be entitled to wages, salary, pension, insurance, or any other type of compensation from the City while performing any duties described herein.

#### **11. QUALIFICATIONS**

The City warrants and represents that its Police Officers, employees, Animal Control Officers, and Animal Shelter employees are qualified to provide the necessary services required under this Agreement and that all services will be provided in accordance with the generally accepted standards, state laws, and local ordinances applicable thereto in an acceptable humane manner. All services provided hereunder shall be in accordance with all Federal laws, Texas laws, and local ordinances, rules, and regulations. Said officers or employees of the City shall observe and comply with all applicable Federal, State, and local laws, rules, and regulations, as well as provide all services in a humane manner.

#### **12. TEXAS TORT ACT**

The County may be responsible for the acts or failures to act of its Sheriff, Sheriff's Office employees, agents, or servants, but provided, however, such responsibility shall be subject to the terms, provisions, and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act. The City may be responsible for the acts or failures to act of its Chief of Police, the Police Department employees, agents, or servants, Animal Control Officers, and Animal Shelter employees, but provided, however, such responsibility shall be subject to the terms, provisions, and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

#### **13. INDEMNIFICATION.**

To the extent allowed by law, the City shall indemnify, defend, and hold harmless the County, with respect to any claims, demands, actions, costs, and other expenses including attorney fees, court costs, or mediation expenses resulting from any errors, omissions, torts, or other negligent acts or omissions of the officers or employees of the City who are acting under this Agreement, unless the officers or employees are acting under the direct supervision of a member of the County's Sheriffs Office.

To the extent allowed by law, the County shall indemnify, defend, and hold harmless the City, with respect to any claims, demands, actions, costs, and other expenses including attorney fees, court costs, or mediation expenses resulting from any errors, omissions, torts, or other negligent acts or omissions of the officers or employees of the County who are acting under this Agreement, unless the officers or employees are acting under the direct supervision of a member of the City's Chief of Police or Police Department.

#### **14. PRIOR AGREEMENTS.**

This Agreement shall supersede any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding between the parties hereto.

#### **15. AMENDMENTS, MODIFICATIONS, TERMINATION.**

This Agreement may be amended or modified at the written request of either party hereto and with by a majority vote of the County Commissioner's Court and the City Commission, with a thirty-day written notice to the other party. No amendment or modification of this Agreement shall be valid or binding unless in writing and enacted by both the County Commissioner's Court and the City Commission of the City.

Either party hereto may terminate this Interlocal Agreement with 30 days' written notice.

#### **16. SEVERABILITY.**

This agreement is entire as to all the performances to be rendered under it. Breach of any obligation to be performed by either party shall constitute a breach of the entire agreement and shall give the non-breaching party the right to immediately terminate this agreement.

If any term, provision, covenant, or condition of this agreement is held to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

#### **17. FORCE MAJEURE.**

In the event that either party hereto shall be prevented, interrupted, or delayed by any occurrence from completing their required performance of their obligations or undertakings hereunder by an act of God, the result of war, riot, civil disorder, sovereign conduct, or the act or conduct of any person or persons who are not parties or privy hereto or any other occurrence whatsoever which is beyond the control of either party hereto, then that party shall be excused from any further performance of that party obligations and undertakings hereunder for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

#### **18. NOTICES.**

Any notice required under this Agreement shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth herein for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified herein.

**Address of the County:**  
 Stephens County Judge  
 Stephens County Courthouse  
 200 W. Walker  
 Breckenridge, Texas 76424

**Address of the City:**  
 Office of the City Manager  
 City of Breckenridge  
 105 N. Rose  
 Breckenridge, Texas 76424

#### **19. LAW AND VENUE.**

This Interlocal Agreement is governed by the laws of the State of Texas, and all obligations under this Interlocal Agreement are performable in Stephens County, Texas.

This interlocal agreement was duly approved by the County Commission of Stephens

County on 24 day of August, 2026.

**COUNTY JUDGE**

By: William Thompson  
William Thompson, Stephens County Judge

DATE: 8/24/26

**ATTEST**

By: Jackie Ensey  
Jackie Ensey, County Clerk

DATE: August 24, 2026

This interlocal agreement was duly approved by the City Commission of the City of

Breckenridge on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY MANAGER**

By: \_\_\_\_\_  
Cynthia Northrop, City Manager, City of Breckenridge

DATE: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Jessica Sutter, City Secretary, City of Breckenridge

DATE: \_\_\_\_\_





## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding Interlocal with Stephens County for Emergency Notification System HyperReach

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### **BACKGROUND INFORMATION:**

The City and County partner through an Interlocal Agreement for Hyper-Reach, an emergency notification system. The annual cost of the system is \$5,450, with the City and County each responsible for \$2,725. The current agreement expires September 30, 2026. The renewed agreement will be for a three-year term, effective October 1, 2026, through September 30, 2029.

### **FINANCIAL IMPACT:**

Annual subscription cost of \$5,450 split equally between City and County (\$2725.00)

### **STAFF RECOMMENDATION:**

Consider approval of an interlocal with Stephens County for Emergency Notification System HyperReach and authorize the City Manager to execute the documents.

THE STATE OF TEXAS  
COUNTY OF STEPHENS  
CITY OF BRECKENRIDGE

**INTERLOCAL AGREEMENT BETWEEN STEPHENS COUNTY, TEXAS,  
AND THE CITY OF BRECKENRIDGE, TEXAS, FOR  
HYPER-REACH EMERGENCY NOTIFICATION SYSTEM**

**October 1, 2026 – January 1, 2027**

This Interlocal Agreement (the "Agreement") is entered into to be effective on **October 1, 2026** by and between the City of Breckenridge, Texas, a Texas home-rule municipality operating under Article XI, Sec. 5 of the Texas Constitution (the "City") and Stephens County, a political subdivision of the State of Texas (the "County").

**RECITALS**

**WHEREAS**, the City and the County are authorized to enter into an interlocal agreement pursuant to Chapter 791 of the Texas Government Code to cooperate with each other to perform governmental functions and services;

**WHEREAS**, "governmental functions and services" include functions related to "public health and welfare" pursuant to Section 791.003 of the Texas Government Code;

**WHEREAS**, the City and the County are mutually interested in providing emergency notifications to residents of the City and the County regarding natural disasters, infrastructure damage, and other emergency matters which may affect the public health and welfare of citizens of the City and the County; and

**WHEREAS**, the County has entered into an agreement with Asher Group to provide emergency notifications through the Hyper-Reach system and the City wishes to also use the Hyper-Reach system through the County's agreement and to provide reimbursement to the County for the same.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the City and the County agree as follows:

1. Hyper-Reach Subscription.  
The County will obtain and maintain a subscription through Asher Group for Hyper-Reach emergency notification system services for three (3) years beginning on October 1, 2026 and ending on September 30, 2029 for a price of \$5,450.00 per year.
2. Responsibility for Cost.  
The County will invoice the City in the amount of on half of the invoice from Asher Group for the annual subscription cost (\$2725.00 by contract). The City agrees to pay the County this amount within thirty (30) days of receipt of the invoice. The County will be responsible for submitting full payment of the annual subscription fee to Asher Group. (Agreement Attached)

3. Access to Subscription Services.

Throughout the term of this Agreement, the County agrees to provide Hyper-Reach user accounts for the City Manager, Chief of Police, and other City Officials as directed by the City Manager. The County Judge will determine the number of user accounts for Stephens County. Each user account shall have direct access to the Hyper-Reach system and shall be enabled to issue emergency notifications without approval by the County.

4. Information.

The County and the City may disseminate such emergency communications as each entity deems appropriate. The County and the City are each responsible for any information provided by each entity.

5. General.

(a) *Term.* The term of this Agreement shall be three years, beginning on **October 1, 2026 and ending on September 30, 2029.**

(b) *Nonappropriation of Funds.* Each party will strive to ensure that sufficient amounts are budgeted each year for each party to comply with this Agreement. However, should either party fail to appropriate adequate funds to comply with this Agreement, the party failing to so appropriate shall provide notice to the other party at least ninety (90) days prior to the end of the fiscal year in which funds were budgeted. In such case, this Agreement will terminate at the end of the fiscal year in which funds were budgeted.

(c) *Breach.* If any party fails to comply with any provision of this Agreement, the other party shall send written notice of that fact to the breaching party. The Agreement will terminate if the breach is not cured by the breaching party within thirty (30) days after the date notice is received. A party's waiver of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

(d) *Venue.* Both parties agree that exclusive venue for any action arising from this Agreement will lie in the District Court located in Stephens County, Texas.

(e) *Severability.* If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect, and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision with a mutually acceptable provision consistent with the original intentions of the parties.

(f) *No Waiver if Defense.* Nothing in this Agreement will be construed to waive, modify, or amend any legal defense available to either party, or any past or present City Commissioner, County Commissioner, officer, agent, or employee, including but not limited to governmental immunity from suit as provided by law.

(g) *Assignment.* This Agreement may not be assigned without the written consent of both parties.

(h) *Independent Contractors.* The parties to this Agreement are independent contractors. No party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement.

This interlocal agreement was duly approved by the County Commission of Stephens

County on 24 day of August, 2026.

**COUNTY JUDGE**

**ATTEST**

By: William Thompson  
William Thompson, Stephens County Judge

By: Jackie Ensey  
Jackie Ensey, County Clerk

DATE: August 24, 2026

DATE: August 24, 2026

This interlocal agreement was duly approved by the City Commission of the City of

Breckenridge on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY MANAGER**

By: \_\_\_\_\_  
Cynthia Northrop, City Manager, City of Breckenridge

**ATTEST**

By: \_\_\_\_\_  
Jessica Sutter, City Secretary, City of Breckenridge

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_







+1 585-586-0020  
 hr.info@hyper-reach.com  
 7405 Rte Transcanadienne #100,  
 Saint-Laurent, QC H4T 1Z2

## *Hyper-Reach Technology Services Agreement for Hyper-Reach™ Customers*

This agreement is made between Valsoft Corporation Inc. d/b/a Hyper-Reach Technology, 7405 Rte Transcanadienne #100, Saint-Laurent, QC H4T 1Z2, Canada, hereby, "Hyper-Reach Technology" **Hyper-Reach Technology**, and **Stephens County, TX**, 200 West Walker Street, Breckenridge, TX, ("Customer").

Whereas Hyper-Reach Technology provides mass emergency notification services ("Services") and will make Services available to Customer under the following terms and conditions:

### **1) Services**

Services are described in Exhibit A – Description of Services. Services shall be available as described in Section 3 below.

### **2) Cost of Services**

Services provided to Customer shall be billed according to the pricing schedule: See Exhibit B - Cost of Services.

### **3) Service Availability**

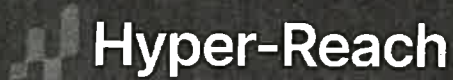
Services shall be available 24 hours a day, 7 days a week, except for: (i) planned downtime ("Scheduled Downtime") for which Hyper-Reach Technology shall provide a minimum of 8 hours prior notice and shall normally but not necessarily schedule within the interval from 6:00 p.m. Friday to 3:00 a.m. Monday, Eastern Time) or (ii) any unavailability caused by circumstances beyond Hyper-Reach Technology's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, internet service provider failures or delays, or denial of service attacks ("Emergency Downtime"), and (iii) software or other failures which interrupt services. In the case of such failures, Hyper-Reach Technology warrants that it will use its best commercially reasonable efforts to correct such failures as quickly as possible.

### **4) Limited Warranty; Disclaimers of Warranty; Limitation of Liability**

Hyper-Reach Technology represents and warrants that the Services, under normal operation and when used as authorized herein, will perform substantially in accordance with the Description of Services during the Term.

Hyper-Reach Technology's sole obligation and Customer's exclusive remedy for any breach of the above warranty is limited to Hyper-Reach Technology's commercially reasonable efforts to correct the non-conforming Services at no additional charge to Customer. Save as specifically set out herein, Hyper-Reach Technology will not be responsible for any incidental, special or consequential damage sustained or suffered by Customer in any way arising out of or referable to Services provided under this Agreement, so long as such damages were not caused by wrongful misdoing or gross negligence on the part of Hyper-Reach Technology.

EXCEPT AS WARRANTED IN THIS SECTION, HYPER-REACH TECHNOLOGY HEREBY DISCLAIMS



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### *Hyper-Reach Service Agreement*

ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS AND IMPLIED, ORAL OR IN WRITING, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, HYPER-REACH TECHNOLOGY MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF SOFTWARE OR EQUIPMENT OR ANY RESULTS TO BE ACHIEVED THEREFROM.

EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST REVENUE, COST OF COVER, OR LOST DATA), WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE. IN NO EVENT SHALL HYPER-REACH TECHNOLOGY'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT FOR ALL CLAIMS (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STATUTE OR OTHERWISE) EXCEED THE AMOUNTS PAID TO HYPER-REACH TECHNOLOGY FOR THE SERVICES GIVING RISE TO ANY SUCH CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF SUCH CLAIM.

#### **5) Payments**

All charges shall be paid to Hyper-Reach Technology within 30-day terms, net from date of invoice. Any overdue invoice shall be subject to a one and one-half percent (1.5%) late charge for each full or part month (on a prorated basis) during which payment is outstanding. Upon request by Customer, Hyper-Reach Technology shall promptly provide written details for any such amounts that are in dispute ("Disputed Amounts"), which such Disputed Amounts shall only be subject to late charges in accordance with the following provision. In the event it is determined any Disputed Amounts are due and payable, Customer shall promptly remit such payment, including late fees from the time in which fees were confirmed in writing and the date in which Hyper-Reach Technology received payment for such fees in full (on a prorated basis). Both parties agree to use commercially reasonable efforts to resolve any Disputed Amounts within thirty (30) business days of Customer first being invoiced.

#### **6) Force Majeure**

Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, severe weather, malicious computer or internet virus, worm, attack, hack, or any other event not reasonably foreseeable by, and beyond the control of a party, provided that such party uses commercially reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

#### **7) Term and Termination**

The Services shall be deemed to start on the date the Customer is authorized to "go live" with the



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### *Hyper-Reach Service Agreement*

Services for production purposes, (the “Start Date”), and shall continue for a minimum of 12 months thereafter (the “Initial Term”), and then indefinitely until terminated in accordance with the provisions hereof (the “Term”).

7.1 After the Initial Term and each subsequent term, this Agreement shall automatically renew for an additional period of 12 months (“Renewal Term”). Either party may terminate the Agreement for convenience upon ninety (90) days prior written notice of the Renewal Term, but not before all amounts due are fully paid.

7.2 Either party may suspend or terminate the Services or the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice.

7.3 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated as bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may choose to terminate the Agreement immediately upon written notice.

7.4 If this Agreement is terminated for any reason, (a) within thirty (30) days Customer shall pay Hyper-Reach Technology all fees accrued for the Services prior to the date of termination; (b) Customer’s right to access and use the Services shall be revoked and be of no further force or effect; and (c) all provisions in the Agreement, which by their nature are intended to survive termination shall so survive.

#### **8) Default**

Upon default of payment, but subject to the provisions for Disputed Amounts in Section 5 above, Hyper-Reach Technology reserves the right to discontinue further Service to Customer. Regardless of the foregoing, Hyper-Reach Technology must provide written notice to Customer of any such failure to make payment and provide Customer not less than 30 days to cure such default. Hyper-Reach Technology is not responsible for any damages to Customer resulting from such suspension, discontinuation or termination of service, so long as the 30-day cure period has been granted to Customer.

#### **9) Confidentiality**

Each party expressly acknowledges and understands that it may have access to Confidential Information belonging to the other party.

9.1 “Confidential Information” means all information that (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, or (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, or (c) is disclosed in a manner whereby the disclosing party reasonably communicated, or the receiving party should reasonably have understood, that the information is considered by the disclosing party to be confidential. whether or not the specific designation “confidential” or any similar designation is used, including, without limitation, all reports, information and data in whatever form, regarding a disclosing party’s sales, customers and prospects, usage statistics, product pricing, business plans, suppliers, costs,



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### *Hyper-Reach Service Agreement*

operations, trade secrets, strategies, know-how, source code, obfuscated code, and object code.

9.2 Notwithstanding the previous sentence, "Confidential Information" does not include any information which (a) at the time of disclosure or thereafter is generally available to and known by the public other than as a result of an improper disclosure directly or indirectly by the receiving party; (b) was or becomes available to the receiving party on a non-confidential basis from a source other than the parties hereto provided that such source is not at the time of disclosure bound by a confidentiality or other nondisclosure agreement with either of the parties hereto or is not otherwise prohibited from transmitting the information to the receiving party by a contractual, legal or fiduciary obligation; or (c) the receiving party can demonstrate is independently acquired or developed by the receiving party without violating any of the receiving party's obligations under this Agreement.

9.3 Each party as a receiving party agrees that the Confidential Information disclosed to it by the disclosing party (a) will be kept confidential by the receiving party, its affiliates, and their respective directors, officers, employees, agents, consultants, advisers, or other representatives, including legal counsel, accountants and financial advisers ("Representatives") and (b) without limiting the foregoing, will not be disclosed by the receiving party or the receiving party's Representatives to any person except with the specific prior written consent of the disclosing party, or except as expressly otherwise permitted by the terms of this Agreement. Each receiving party further agrees that the receiving party and the receiving party's Representatives will not copy, use or disclose any of the Confidential Information for any reason or purpose other than as expressly authorized herein.

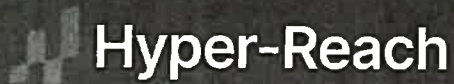
#### **10) Governing Law and Venue**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, without regard to conflict of law principles. Any proceeding, claim, or action arising out of or relating in any way to this Agreement shall be brought in a State or Federal court of competent jurisdiction located in Stephens County, TX. Each of the parties irrevocably submits to the exclusive jurisdiction of said courts in any such proceeding, and waives any objection it may now or hereafter have to venue or to convenience of forum. If any party hereto commences any action against any other party hereto with respect to, or arising from, this Agreement or the interpretation thereof, then the prevailing party in such action shall be entitled to an award of its costs of litigation, including all reasonable attorney's fees.

#### **11) Notice**

All notices and communications required or permitted under this Agreement shall be in writing and shall be delivered in person, sent by overnight delivery, or sent via email, with confirmation of receipt, to the addresses and email addresses set forth below, or to any other address, as such party will designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section will be deemed received if personally delivered, then on the date of delivery, if by overnight delivery or email, on the date of confirmation of receipt.





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### *Hyper-Reach Service Agreement*

If to Hyper-Reach Technology:

Attn : Barbra Yager

Email : [support@hyper-reach.com](mailto:support@hyper-reach.com) CC : [legal@valsoftcorp.com](mailto:legal@valsoftcorp.com)

Valsoft Corporation Inc.  
 d/b/a Hyper-Reach Technology,  
 7405 Rte Transcanadienne #100,  
 Saint-Laurent, QC  
 H4T 1Z2, Canada

If to Customer:

Stephens County, TX

Attn: Judge Michael Roach

Email Address: [mroach@stephenscountytexas.gov](mailto:mroach@stephenscountytexas.gov)

Physical Address: 200 West Walker Street, Breckenridge, TX, 76424

#### **12) Relationship of the Parties**

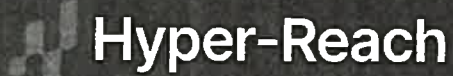
Nothing contained herein will be deemed to create a partnership, joint venture, agency or employment relationship between the parties hereto. Neither party is authorized to enter into any contract or commitments on behalf of the other, or assume any obligation for, or otherwise bind the other party financially or otherwise, nor will it represent that it has such authority. Each party is acting hereunder as an independent contractor.

#### **13) Taxes**

Client shall pay all applicable sales, use and value added taxes (local, state, county, federal or national).

#### **14) Assignment**

Except as expressly stated otherwise in this Agreement, neither party may assign, delegate, sublicense or otherwise transfer any rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the above, either party may assign this Agreement to (i) an entity that purchases all or substantially all of the assets or a distinct business line (or operating unit) of such party, a third party that such party will be merged into pursuant to a merger, or a third party in connection with a corporate reorganization; or (ii) a parent, affiliate or subsidiary of such party whereby such parent, affiliate or subsidiary is at least in 50% (fifty percent) common interest with one another. Any assignment shall be proceeded by notice of the assignment provided to the other party at least 5 days prior to the consummation of the applicable transaction. Any attempted assignment, delegation, sublicense or other transfer by either party in violation of this Agreement shall have no force or effect.



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### *Hyper-Reach Service Agreement*

#### **15) Waiver**

None of the terms of this Agreement will be deemed to be waived or modified except by an expressed Agreement in writing signed by both parties. The failure of a party hereto in enforcing any of its rights under this Agreement will not be deemed a continuing waiver or modification by such party of any of its rights under this Agreement.

#### **16) Severability**

If any provision of this Agreement is for any reason declared to be invalid, the validity of the remaining provisions will not be affected thereby.

#### **17) Entire Agreement**

This Agreement constitutes the entire agreement between parties. No alteration or amendment shall be effective unless in writing and executed by both parties. In particular, no oral statement or representation made by either party or any representation shall be effective unless reduced to writing and incorporated into this Agreement.

#### **18) Counterparts**

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original of this Agreement; and all of which when taken together, shall be deemed to constitute one and the same instrument.

The parties further agree to be bound by a facsimile or an electronic scanned copy of their respective signatures.

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the day and date first written above.

**Hyper-Reach Technology**

**Client Name**

\_\_\_\_\_  
 I have authority to bind the corporation

Signature \_\_\_\_\_

I have authority to bind the corporation

\_\_\_\_\_  
 Print Name

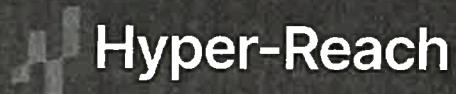
\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



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## *Hyper-Reach Service Agreement*

### **Exhibit A - Description of Services**

#### **1) Service**

Provide access to the Hyper-Reach notification system, which enables the Client to instantly send messages via multiple channels to any number of recipients. Hyper-Reach service will commence on the activation date indicated below, or approximately two (2) weeks after the signing of this agreement and receipt of required setup data.

The activation date may extend beyond this timeframe due to factors including, but not limited to, delays in the receipt, accuracy, or completeness of client-provided data; data formatting or integration requirements; client availability for onboarding and training; and current implementation volume.

The system will be available to the Client twenty-four (24) hours a day, seven (7) days a week from and after the activation date.

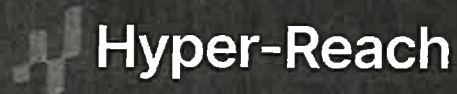
#### **2) Deliverables**

- Access to Hyper-Reach website for account creation and management, contact list management, and reviewing reports.
- Access to the Hyper-Reach IVR system to initiate campaigns, record messages and review reports.
- Access to the Hyper-Reach Launch App via iOS or Android device

#### **3) Performance**

The system can make up to seven (7) attempts (if necessary) to contact each recipient. The system is currently scaled to deliver over 100,000 messages per hour, and over 100,000 SMS (text) per hour.





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### *Hyper-Reach Service Agreement*

#### **Exhibit B – Cost of Services**

Services provided to Client shall be billed according to the following:

| <b>Service</b>                                                 | <b>Cost</b>                           | <b>Description</b>                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Standard Notification System                                   | Included with Package Pricing         | Includes web access, maintenance, security, upgrades, and web training.                                                                                                                                                                                                                                                                                          |
| On-Site Training (1/2 day) (OPTIONAL)                          | \$600 (plus travel)                   | Up to 4 hours of in-person training.                                                                                                                                                                                                                                                                                                                             |
|                                                                | <b>Package Pricing</b>                |                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Emergency Mass Notification</b><br><br><b>1 yr Contract</b> | <b>\$5,450 per year for 1 year(s)</b> | Package Includes: <ul style="list-style-type: none"> <li>• Hyper-Reach</li> <li>• Community Signup</li> <li>• IPAWS alerts</li> <li>• Automated Weather Alerts (based on community signup)</li> <li>• Accu-Reach Targeting Tool</li> <li>• Up to 4 hours Web Training per year</li> <li>• Marketing Support</li> <li>• <b>Unlimited minutes/usage</b></li> </ul> |

**Estimated Activation Date: 10/1/2026**



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding Family Fun Festival

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

---

### **BACKGROUND INFORMATION:**

This is the fourth annual Family Fall Festival. This is a cooperative event between the Chamber, City, and County. The event has grown a little each year. Last year was the first year we had a Hay Ride, which was a rounding success. This year's event will be held on Tuesday, October 20, 2026 from 5:30 pm – 7:30 pm and will include the closure of Rose (from Walker North to Elm), Elm (From Rose to Court), and Court (from Elm to Walker). This year's event will include vendors, a Pumpkin Decorating Contest, a Costume Contest, a Hayride, Trunk-or-Treat, food trucks, and photo booth opportunities.

### **FINANCIAL IMPACT:**

NA – sponsors and donations

### **STAFF RECOMMENDATION:**

Consider approval of the 2025 Family Fun Fest as presented.



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding Ordinance 2026-21 authorizing the issuance and sale of City of Breckenridge, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2026; levying an annual ad valorem tax and providing for the security for and payment of said Certificates of Obligation; providing an effective date; and enacting other provisions relating to the subject

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

---

### **BACKGROUND INFORMATION:**

This Ordinance authorizes the issuance of up to \$2.5 million dollars, which is the next step for our Fire Station build (these numbers are subject to change based on current market conditions).

In July, the City Commission authorized the publication of the Notice of Intent to issue Certificates of Obligation to build a new modest Fire Station on city property next to the YMCA.

Prior to that, the City Commissioners approved the plan to address the living conditions of our firefighters by approving a temporary building and planning to build a modest Fire Station within 3-5 years. The firefighters moved into the temporary building in February of 2025. The best option for the location of the new Fire Station is in the same vicinity. The City Commissioners also acted to replat the YMCA, with the intention of locating the new Fire Station on the remainder of the property. The next step is to fund the Fire Station.

### **FINANCIAL IMPACT:**

Up to \$2.5 million

Modest Building - \$1.5 million - \$1.750 million (5000 sq. ft x \$300 - \$350 per sq ft)

Architect, Engineering, Construction oversight - \$288K- 360K (16-20% of building cost)

Financing costs - \$125K

**STAFF RECOMMENDATION:**

Consider approval of Ordinance 2026-21 as presented.

## ORDINANCE 2026-21

**ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF BRECKENRIDGE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES OF OBLIGATION; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT.**

|                             |   |
|-----------------------------|---|
| <b>THE STATE OF TEXAS</b>   | § |
| <b>COUNTY OF STEPHENS</b>   | § |
| <b>CITY OF BRECKENRIDGE</b> | § |

WHEREAS, the City Commission of the City of Breckenridge, Texas, deems it advisable to issue Certificates of Obligation in the amount and for the purposes hereinafter set forth;

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Chapter 1502, Texas Government Code;

WHEREAS, the City Commission has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation, and said notice has been duly posted on the City's internet website and duly published in a newspaper of general circulation in said City, said newspaper being a "newspaper" as defined in §2051.044, Texas Government Code;

WHEREAS, the City received no petition from the qualified electors of the City protesting the issuance of such Certificates of Obligation;

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates of Obligation was submitted to the voters of the City during the preceding three years and failed to be approved; and

WHEREAS, it is considered to be to the best interest of the City that said interest-bearing Certificates of Obligation be issued; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551; Now, Therefore

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS:**

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the City of Breckenridge, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of \$[2,500,000] for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) designing, acquiring, equipping, constructing, and improving public safety facilities, vehicles and equipment; and (ii) paying legal, fiscal and engineering fees in connection with these projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF BRECKENRIDGE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2026," and initially there shall be issued, sold, and delivered

hereunder one fully registered certificate, without interest coupons, dated September 1, 2026, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the underwriter as described in Section 9 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said certificates shall mature and be payable serially on March 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF CERTIFICATE set forth in Section 4 of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

| <u>Years</u> | <u>Principal<br/>Amounts (\$)</u> | <u>Interest<br/>Rates (%)</u> |
|--------------|-----------------------------------|-------------------------------|
| 2027         |                                   |                               |
| 2028         |                                   |                               |
| 2029         |                                   |                               |
| 2030         |                                   |                               |
| 2031         |                                   |                               |
| 2032         |                                   |                               |
| 2033         |                                   |                               |
| 2034         |                                   |                               |
| 2035         |                                   |                               |
| 2036         |                                   |                               |
| 2037         |                                   |                               |
| 2038         |                                   |                               |
| 2039         |                                   |                               |
| 2040         |                                   |                               |
| 2041         |                                   |                               |
| 2042         |                                   |                               |
| 2043         |                                   |                               |
| 2044         |                                   |                               |
| 2045         |                                   |                               |
| 2046         |                                   |                               |

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints BOKF, NA, Dallas, Texas, to serve as paying agent and registrar for the Certificates (the "Paying Agent/Registrar"). The Mayor or City Manager is authorized and directed to execute and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(c) Authentication. Except as provided in subsection (i) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such



Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a printed Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Certificates issued in exchange for the Certificates initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsections (i) and (j) of this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Issuer Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Blanket Issuer Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Certificates Registered in the Name of Cede & Co. With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility

or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF CERTIFICATE set forth in this Ordinance.

(n) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the Underwriter of the Certificates or its designee, executed by manual or facsimile signature of the President and Secretary of the Board, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall insert the Issuance Date on Certificate No. T-1, cancel each of the initial Certificates and deliver to The Depository Trust Company ("DTC") on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity, registered in the

name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Certificate.

NO. R-

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF BRECKENRIDGE, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION  
SERIES 2026

PRINCIPAL  
AMOUNT  
\$\_\_\_\_\_

| <u>Interest Rate</u> | <u>Delivery Date</u> | <u>Maturity Date</u> | <u>CUSIP No.</u> |
|----------------------|----------------------|----------------------|------------------|
|                      | October 1, 2026      | March 15, ____       |                  |

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Breckenridge, in Stephens County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on March 15, 2027 and semiannually on each September 15 and March 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of BOKF, NA, Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose

as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared at the close of business on the last day of the month preceding each such date, regardless of whether such day is a business day (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated September 1, 2026, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[2,500,000] for paying all or a portion of the Issuer's contractual obligations incurred in connection with with (i) designing, acquiring, equipping, constructing, and improving public safety facilities, vehicles and equipment; and (ii) paying legal, fiscal and engineering fees in connection with these projects (collectively, the "Project").

ON [MARCH 15, 20\_\_], or any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above,

the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed,

exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the surplus net revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or any part of the net revenues of the Issuer's waterworks and sewer system, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

|                                        |                               |
|----------------------------------------|-------------------------------|
| _____<br>(signature)<br>City Secretary | _____<br>(signature)<br>Mayor |
|----------------------------------------|-------------------------------|

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE  
(To be executed if this Certificate is not accompanied by an executed Registration  
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

|               |                                                     |
|---------------|-----------------------------------------------------|
| Dated: _____. | BOKF, NA<br>Dallas, Texas<br>Paying Agent/Registrar |
|               | By: _____<br>Authorized Representative              |

(c) Form of Assignment.

ASSIGNMENT  
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers  
unto: \_\_\_\_\_

Transferee's Social Security or Taxpayer Identification Number: \_\_\_\_\_

Transferee's name and address, including zip code: \_\_\_\_\_

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

\_\_\_\_\_, attorney, to register the transfer of  
the within Certificate on the books kept for registration thereof, with full power of substitution in the  
premises.

Dated: \_\_\_\_\_.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an  
eligible guarantor institution participating in a  
securities transfer association recognized signature  
guarantee program.

NOTICE: The signature above must correspond  
with the name of the registered owner as it appears  
upon the front of this Certificate in every particular,  
without alteration or enlargement or any change  
whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

I hereby certify that this Certificate has been examined, certified as to validity and approved by the  
Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of  
Public Accounts of the State of Texas.

Witness my signature and seal this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

(i) The initial Certificate shall be in the form set forth in paragraph (a) of this Section,  
except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and  
"Maturity Date" shall both be completed with the words "As shown below" and "CUSIP  
No. \_\_\_\_\_" shall be deleted.



B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF BRECKENRIDGE, TEXAS, in Stephens County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on March 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

| <u>Years</u> | <u>Principal Amounts (\$)</u> | <u>Interest Rates (%)</u> |
|--------------|-------------------------------|---------------------------|
|--------------|-------------------------------|---------------------------|

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on March 15, 2027, and semiannually on each September 15 and March 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 5. TAX LEVY; INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Certificates. Any amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by and payable from revenues of the Issuer's waterworks and sewer system (the "System") that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of

the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the System, such revenues constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to subsection (a) of this section, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of subsection (a) of this section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit, or budgeted for deposit as hereinafter provided, in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to subsection (a) of this section may be reduced to the extent and by the amount of the revenues then on deposit, or budgeted for deposit as hereinafter provided, in the Sinking Fund. However, if the Surplus Revenues are budgeted for deposit into the Interest and Sinking Fund, the Issuer:

(i) shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient Surplus Revenues and/or tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Interest and Sinking Fund for the repayment of the Certificates; and

(ii) shall at all times maintain and collect sufficient System rates and charges in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System, produce net revenues in an amount sufficient to pay all outstanding revenue bonds and other obligations of the Issuer which are secured in whole or in part by a pledge of revenues of the System and for which the Issuer is budgeting the repayment of such obligations from the revenues of the System.

(c) Article 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Certificates a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

#### Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other

financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

#### Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered

owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Section 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

#### Section 8. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986 (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less, or, in the case of current refunding bonds, for a period of 90 days or less and in the case of advance refunding bonds, for a period of 30 days or less, until such proceeds are needed for the purpose for which the Certificates or refunding bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Certificates or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to assure that the proceeds of the Certificates will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the holders of the Certificates. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the

Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, City Secretary, City Manager and the Finance Director of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Designation as Qualified Tax Exempt Obligations. The Issuer hereby designates the Certificate as a "qualified tax exempt obligation" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Certificate is issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations that when aggregated with the Certificate, will result in more than \$10,000,000 of "qualified tax exempt obligations" being issued; (b) that the Issuer reasonably anticipates that the amount of tax exempt obligations issued, during the calendar year in which the Certificate is issued, by the Issuer (or any subordinate entities) will not exceed \$10,000,000; and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in Section 9 hereof, in order that the Certificate will not be considered "private activity bonds" within the meaning of section 141 of the Code.

#### Section 9. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Certificates are hereby sold and shall be delivered to Raymond James & Associates, Inc. (the "Underwriter") for the purchase price of \$[\_\_\_\_\_], representing the aggregate principal amount of the Certificates, plus a [net] reoffering premium of \$[\_\_\_\_\_], and less an underwriter's discount

of \$[\_\_\_\_\_], pursuant to the terms and provisions of a Purchase Agreement, in substantially the form presented at this meeting, which the Mayor or Mayor Pro-Tem of the Issuer is hereby authorized to execute and deliver in the name of and on behalf of the Issuer. The Certificates shall initially be registered in the name of such Underwriter or its designee. It is hereby officially found, determined, and declared that the terms and issuance of the Certificates are in the best interests of the Issuer.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated [August 25, 2026], prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor, City Manager, City Secretary and Finance Director, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

#### Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the Underwriter to accept delivery of the Certificates is subject to the Underwriter being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the Underwriter. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or City Manager, and the Mayor or City Manager is hereby authorized to execute such engagement letter.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the



United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

## Section 12. CONSTRUCTION FUND; SECURITY FOR DEPOSITS.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2026 Certificate of Obligation Construction Fund" (the "Construction Fund") for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

## Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b); provided however, that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (A) within 12 months after the end of each fiscal year ending in or after 2026, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement under Tables 1 through 6 and 8 through 15; and (B) within 12 months after the end of each fiscal year ending in or after 2026, audited financial statements, if the Issuer commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, the Issuer will provide unaudited financial statements by the required time and will provide the Issuer's annual audited financial statements when and if such audited financial statements become available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official

Statement or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Notice of Certain Events. (i) The Issuer shall file notice of any of the following events with respect to the Certificates with the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;
- (13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over

substantially all of the assets or business of the Issuer.

The Issuer shall file notice with the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with Subsection (b) of this Section by the time required by such Subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes the Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. The Issuer may also amend or repeal

the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal

amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

#### Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in

addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the City or the City Commission.

Section 16. APPROPRIATION. To pay the debt service coming due on the Certificates, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Commission.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 19. REIMBURSEMENT. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

[Remainder of page intentionally left blank]



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any action regarding approval of Construction Contract Change Order #2 on the Water System Improvements project funded by Texas Water Development Board (DWSRF #62913) (CID-01) contingent upon agency approval.

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### BACKGROUND INFORMATION:

This project is one of the TWDB projects for water line (DWSRF) improvements that is ongoing. As a reminder, the contractor (Raydon), started on Elm at Rose, working east. This change-order increases the contract cost from \$2,380,423.20 to \$2,400,353.20 (\$19,930.00).

The work includes hydrovac poly lines and gas lines in creek crossing and installation of approximately 200 LF of 6" DR 18 C900 PVA water pipe to bypass box culvert by excavating across the creek. The contractor ran into an existing box culvert under the intersection of W. Williams Street and Pecan Street. Due to the inability to tie the proposed water line into existing waterlines running north and south through the intersection, we bypassed the box culvert by running the water line around and across the creek on the northeast side of the intersection.

### FINANCIAL IMPACT:

Original contract amount - \$2,374,573.20

Change Order #1 - \$5,850.

Change Order #2 - \$19,930.

Total Contract Amount after change orders #1 & #2 - \$2,400,353.20

### STAFF RECOMMENDATION:

Consider approval of Change-order #2 to TWDB DWSRF Water Line Improvement project as presented and authorize the City Manager to execute the documents.



**CHANGE ORDER NO.: 02**

|               |                                                    |                                 |      |
|---------------|----------------------------------------------------|---------------------------------|------|
| Owner:        | City of Breckenridge                               | Owner's Project No.:            |      |
| Engineer:     | Enprotec / Hibbs & Todd                            | Engineer's Project No.:         | 8411 |
| Contractor:   | Raydon, Inc.                                       | Contractor's Project No.:       |      |
| Project Name: | TWDB DWSRF #62913 CID-01 Water System Improvements |                                 |      |
| Date Issued:  | 8/19/2026                                          | Effective Date of Change Order: |      |

The Contract is modified as follows upon execution of this Change Order:

**Description:**

1. This change order highlights a total of \$19,930.00 of project proposed Change Orders (PCO) with additional cost associated with the PCO items as described below and attached.

**Summary:**

1. PCO – 3 Hydrovac poly lines and gas lines in creek crossing near W Williams and Pecan Intersection. Installation of approximately 200 LF of 6" DR-18 C900 PVC water pipe to bypass an existing box culvert by excavating across creek.

**Additional Contract Cost Request**W. Williams St & Pecan St Box Culvert Bypass

The contractor ran into an existing box culvert under the intersection of W. Williams St and Pecan St. Due to the inability to tie the proposed water line into existing waterlines running north & south through the intersection. The city elected to by-pass the box culvert by running the water line around the and across a creek on the northeast side of the intersection. The rerouting of the water line inquired additional costs for the material and labor. The Contract Price will increase by \$19,930.00.

**Total Additional Contract Cost: \$19,930.00**

**Attachments:**

1. PCO – 3 Hydrovac poly lines and gas lines in creek crossing near W Williams and Pecan Intersection. Installation of approximately 200 LF of 6" DR-18 C900 PVC water pipe to bypass an existing box culvert by excavating across creek.

| Change in Contract Price | Change in Contract Times     |
|--------------------------|------------------------------|
| Original Contract Price: | Original Contract Times:     |
| \$ 2,374,573.20          | Substantial Completion: 180  |
|                          | Ready for final payment: 210 |

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.

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|                                                                     |                                                                                                                |
|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <b>CHANGE</b> from previously approved Change Orders<br>\$ 5,850.00 | <b>CHANGE</b> from previously approved Change Orders:<br>228 days                                              |
| Contract Price prior to this Change Order:<br>\$ 2,380,423.20       | Contract Times prior to this Change Order:<br>Substantial Completion: 408<br>Ready for final payment: 438      |
| <b>Impact</b> this Change Order:<br>\$ 19,930.00                    | <b>Impact</b> this Change Order:<br>Substantial Completion: 0<br>Ready for final payment: 0                    |
| Contract Price incorporating this Change Order:<br>\$ 2,400,353.20  | Contract Times with all approved Change Orders:<br>Substantial Completion: 408<br>Ready for final payment: 438 |

## Recommended by Engineer

Signature: \_\_\_\_\_

By: Sage Diller

Title: Project Manager

Date: 8/7/2026

## Accepted by Contractor

\_\_\_\_\_

Seth Shortes

Raydon, Inc. - President

8/7/2026

## Authorized by Owner

Signature: \_\_\_\_\_

By: Cynthia Northrop

Title: City Manager

Date: 8/7/2026



Raydon, Inc.

1465 Elmdale Rd. N. Abilene, TX 79601  
PO Box 671 Breckenridge, TX 76424  
Abilene Ph: 325-548-9369  
Breckenridge Ph: 254-559-5012

Item 19.

CUSTOMER:

City of Breckenridge  
ATTN: Cynthia Northrop  
105 N. Rose St.  
Breckenridge, TX 76424  
Ph: 254-477-3019  
  
cnorthrop@breckenridgetx.gov

REGARDING:

Williams/Pecan  
Bypass Box Culvert

## Change Order Request

# 23587

DATE: July 29, 2026

DESCRIPTION

1. HYDROVAC POLY LINES & GAS LINES IN CREEK CROSSING.
2. INSTALL APPROX. 200 LF OF 6" DR18 C900 PVC WATER PIPE TO BYPASS BOX CULVERT BY EXCAVATING ACROSS CREEK.

*NOTE: TRENCH SAFETY, BEDDING MATERIALS, VALVES, TIE-INS & ASPHALT WILL ALL BE PART OF BID ITEMS COST. THEY ARE NOT INCLUDED IN THE BYPASS COST.*

TOTAL MATERIAL: \$7,360.00

TOTAL LABOR: \$12,300.00

SUBTOTAL: \$19,930.00

TAX: EXEMPT

**TOTAL: \$19,930.00**

*Dick Garcia*

7/29/26

Submitted by:

Date

Accepted by:

Date

WE APPRECIATE YOUR BUSINESS AND THE OPPORTUNITY TO SUBMIT THIS PROPOSAL. WE LOOK FORWARD TO ENHANCING THE QUALITY AND CURB APPEAL OF YOUR PROPERTY. IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE CONTACT: DICK GARCIA AT 254-559-0195



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any action regarding approval of Construction Contract Change Order #1 on the TWDB CWSRF (#73905-CID-01) Wastewater Treatment Plant Improvements Phase I contingent upon agency approval.

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### **BACKGROUND INFORMATION:**

This project is one of the TWDB projects for Wastewater Treatment Plant Improvements (CWSRF) that is ongoing. This Change Order #1 includes a total of #1: \$113,792.45, specifically:

- Installation of new generator and ATS electrical
- Upgrading the existing Belt Press

### **Work:**

The City used local funds budgeted in the 2025-2026 Budget to purchase a new generator to replace the existing generator at the WWTP. The City wishes to utilize the contractor to install the new generator and related electrical equipment while they will already be on site. The additional costs associated with this scope include installation and labor only.

The existing Belt Press is aging and requires upgrades. These upgrades were determined via an inspection by the belt press manufacturer, Or-Tec. The additional costs associated with this scope include cost for materials and labor. This change order will also increase the contract times from 240 days to 345 days for Substantial Completion and from 270 days to 375 for Ready for final payment.

### **FINANCIAL IMPACT:**

Original contract amount - \$696,150.

Change Order #1 - \$113,792.45

Total Contract Amount after change orders #1 - \$809,942.45

### **STAFF RECOMMENDATION:**

Consider approval of Change-order #1 to TWDB CWSRF (#73905/CID-01) Wastewater Treatment Plant Improvements Phase I as presented and authorize the City Manager to execute the documents.

**CHANGE ORDER NO.: 01**

|               |                                                                          |                                 |      |
|---------------|--------------------------------------------------------------------------|---------------------------------|------|
| Owner:        | City of Breckenridge                                                     | Owner's Project No.:            |      |
| Engineer:     | Enprotec / Hibbs & Todd                                                  | Engineer's Project No.:         | 7902 |
| Contractor:   | Purcell Contracting, LLC                                                 | Contractor's Project No.:       | 2505 |
| Project Name: | TWDB CWSRF #73905 CID-01 Wastewater Treatment Plant Improvements Phase I |                                 |      |
| Date Issued:  | 8/13/2026                                                                | Effective Date of Change Order: |      |

The Contract is modified as follows upon execution of this Change Order:

**Description:**

1. This change order highlights a total of \$113,792.45 of project proposed Change Orders (PCO) with additional cost associated with the PCO items as described below and attached.

**Summary:**

1. PCO – 1 Installation of new generator and ATS electrical
2. PCO – 2 Upgrading the existing Belt Press.

**Additional Contract Cost Request**

The City used local funds to purchase a new generator to replace the existing generator at the WWTP using local funds. The City wishes to utilize the contractor to install the new generator and related electrical equipment while they will already be on site. The additional costs associated with this scope include installation and labor only.

The existing Belt Press is aging and requires upgrades. These upgrades were determined via an inspection by the belt press manufacturer, Or-Tec. The additional costs associated with this scope include cost for materials and labor.

**Total Additional Contract Cost: \$113,792.45**

**Attachments:**

1. PCO – 1 Installation of a new generator and ATS electrical.
2. New Generator and ATS submittal
3. PCO – 2 Or-Tec Belt Press Repairs
4. Or-Tec Estimate 110488
5. Or-Tec Estimate 110489
6. Or-Tec Estimate 110490

| Change in Contract Price                                |  | Change in Contract Times                                 |          |
|---------------------------------------------------------|--|----------------------------------------------------------|----------|
| Original Contract Price:                                |  | Original Contract Times:                                 |          |
| \$ 696,150.00                                           |  | Substantial Completion:                                  | 240      |
|                                                         |  | Ready for final payment:                                 | 270      |
| <b>NO CHANGE</b> from previously approved Change Orders |  | <b>NO CHANGE</b> from previously approved Change Orders: |          |
| \$ 0.00                                                 |  | 0 days                                                   |          |
| Contract Price prior to this Change Order:              |  | Contract Times prior to this Change Order:               |          |
| \$ 696,150.00                                           |  | Substantial Completion:                                  | 240      |
|                                                         |  | Ready for final payment:                                 | 270      |
| <b>Impact</b> this Change Order:                        |  | <b>Impact</b> this Change Order:                         |          |
| \$ 113,792.45                                           |  | Substantial Completion:                                  | 105 days |
|                                                         |  | Ready for final payment:                                 | 105 days |
| Contract Price incorporating this Change Order:         |  | Contract Times with all approved Change Orders:          |          |
| \$ 809,942.45                                           |  | Substantial Completion:                                  | 345 days |
|                                                         |  | Ready for final payment:                                 | 375 days |

Recommended by Engineer

Signature: *Brittany D. White*  
 By: Brittany White  
 Title: Project Manager  
 Date: 8/19/2026

Accepted by Contractor

*Justin Lane*  
Justin Lane  
Project Manager – Purcell Contracting, LLC  
8/19/2026

Authorized by Owner

Signature: \_\_\_\_\_  
 By: Cynthia Northrop  
 Title: City Manager  
 Date: 8/19/2026

**Purcell Contracting, LLC**

PO Box 525  
 Meridian, TX 76665  
 Ph : 254-435-2387

**Change Request**

**To:** Brittany White  
 Enprotec/Hibbs & Todd, Inc.  
 402 Cedar  
 Abilene, TX 79601  
 Ph: 325-698-5560 Fax: 325-691-0058

**Number:** 1  
**Date:** 7/24/26  
**Job:** 2505 Breckenridge WWTP Improvements  
**Phone:**

**Description:** Generator & ATS Electrical

Reason: Change in Scope

We are pleased to offer the following specifications and pricing to make the following changes:

Breckenridge WWTP Generator and ATS installation

Scope

2 & 3 Aluminum Conduit  
 Conduit fittings  
 2 & 3 Sealtite and Connectors  
 Thhn service wire to refeed new ATS and Generator  
 Thhn control wiring for ATS to Generator  
 Thhn wire for Block heater and Battery charger.  
 LB Fittings  
 Crane Rental to set generator and ATS

Exclusions

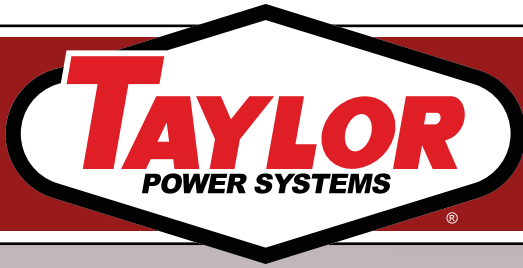
Generator Warranty  
 Generator Fuel  
 Generator Commissioning

| Description                  | Labor | Material         | Equipment | Subcontract | Other         | Price              |
|------------------------------|-------|------------------|-----------|-------------|---------------|--------------------|
| Generator & ATS Installation |       |                  |           | \$29,050.00 | \$1,000.00    | \$30,050.00        |
|                              |       |                  |           |             | Subtotal:     | \$30,050.00        |
|                              |       | Contractor's Fee |           | \$30,050.00 | 5.00%         | \$1,502.50         |
|                              |       |                  |           |             | <b>Total:</b> | <b>\$31,552.50</b> |

If you have any questions, please contact me at (254)435-2387.

Submitted by: Justin Lane  
 Purcell Contracting

Approved by: \_\_\_\_\_  
 Date: \_\_\_\_\_



## EPA Certified / Stationary Emergency

| OUTPUT POWER OPTIONS |         |               |       |       | STANDBY RATING |      | sKVA            |
|----------------------|---------|---------------|-------|-------|----------------|------|-----------------|
| Make                 | Voltage | Alternator    | Phase | Hertz | kW/kVA         | Amps | 30% Voltage Dip |
| Stamford             | 600     | S4L1S-D4-17   | 3     | 60    | 250/313        | 301  | 850             |
|                      | 277/480 | S4L1D-D41-311 | 3     | 60    | 250/313        | 376  | 980             |
|                      | 120/208 | S4L1D-D41-311 | 3     | 60    | 250/313        | 868  | 735             |
|                      | 120/240 | S4L1D-D41-311 | 3     | 60    | 250/313        | 753  | 735             |
| Marathon             | 600     | 432PSL6246    | 3     | 60    | 250/313        | 301  | 930             |
|                      | 277/480 | 432CSL6210    | 3     | 60    | 250/313        | 376  | 930             |
|                      | 120/208 | 432CSL6210    | 3     | 60    | 250/313        | 868  | 699             |
|                      | 120/240 | 432CSL6210    | 3     | 60    | 250/313        | 753  | 699             |
|                      | 120/240 | 432CSL6210    | 1     | 60    | 201/201        | 838  | 268             |
| Marathon             | 277/480 | 433CSL6216    | 3     | 60    | 250/313        | 376  | 1424            |
|                      | 120/208 | 433CSL6216    | 3     | 60    | 250/313        | 868  | 1069            |
|                      | 120/240 | 433CSL6216    | 3     | 60    | 250/313        | 753  | 1069            |
|                      | 120/240 | 433CSL6216    | 1     | 60    | 230/230        | 958  | 450             |



**Engine Data**

|                                     |                          |
|-------------------------------------|--------------------------|
| Manufacturer                        | Volvo                    |
| Model                               | TAD852GE                 |
| Aspiration                          | Turbocharged             |
| EPA Tier                            | 3                        |
| Charge Air Cooling System           | Air-to-Air               |
| Arrangement                         | Vertical Inline, 4-Cycle |
| Firing Order                        | 1-4-2-6-3-5              |
| Displacement: L (in. <sup>3</sup> ) | 7.70 (469.9)             |
| Bore: mm (in.)                      | 110.00 (4.33)            |
| Stroke: mm (in.)                    | 135.00 (5.31)            |
| Compression Ratio                   | 17.5:1                   |
| Net Horsepower                      | 370                      |
| Rated RPM                           | 1800                     |
| Governor                            | Isochronous              |

**Engine Liquid Capacity**

|                           |               |
|---------------------------|---------------|
| Oil System: qt. (L)       | 28.4 (27.0)   |
| Cooling Capacity: gal (L) | 10.83 (41.00) |

**Engine Electrical**

|                     |      |
|---------------------|------|
| Electric Volts: DC  | 24   |
| Cold Cranking Amps  | 1100 |
| Battery(s) Required | 2    |

**Fuel System**

|                                   |                   |
|-----------------------------------|-------------------|
| Fuel Injection Type               | Electronic        |
| Fuel Pump Rate: gal/hr (L/hr)     | 35.4 (134.0)      |
| Max Return Restriction: psi (kPa) | 2.2 (15.0)        |
| Max Inlet Temperature: °F (°C)    | 176 (80)          |
| Recommended Fuel                  | Low Sulfur Diesel |

**Air Requirements**

|                                                |                    |
|------------------------------------------------|--------------------|
| Air Filter(s) Type                             | Dry                |
| Combustion Air Flow: CFM (m <sup>3</sup> /min) | 848.0 (24.0)       |
| Maximum Air Intake Restriction                 |                    |
| Clean: in. H <sub>2</sub> O (kPa)              | 0.7 (5.0)          |
| Radiator Air Flow: CFM (m <sup>3</sup> /min)   | 15,679.71 (443.99) |

**Exhaust System**

|                                               |               |
|-----------------------------------------------|---------------|
| Gas Temperature: °F (°C)                      | 847 (453)     |
| Gas Flow: CFM (m <sup>3</sup> /min)           | 1993.0 (56.4) |
| Max Back Pressure: in. H <sub>2</sub> O (kPa) | 40.15 (10.00) |

**Sound Level**

|                                            |       |
|--------------------------------------------|-------|
| Open Unit Without Exhaust: dBA 3.2 ft (1M) | 103.2 |
|--------------------------------------------|-------|

**Filters and Quantity**

|                         |   |
|-------------------------|---|
| Air Cleaner Quantity    | 1 |
| Oil Filter(s) Quantity  | 1 |
| Fuel Filter(s) Quantity | 2 |

**Fuel Consumption**

|                                        |               |
|----------------------------------------|---------------|
| At 100% of Power Rating: gal/hr (L/hr) | 16.55 (62.65) |
| At 75% of Power Rating: gal/hr (L/hr)  | 13.00 (49.19) |
| At 50% of Power Rating: gal/hr (L/hr)  | 9.13 (34.56)  |
| At 25% of Power Rating: gal/hr (L/hr)  | 4.76 (18.02)  |

**Cooling System**

|                                       |                |
|---------------------------------------|----------------|
| Rejection to Charge Cooler: kW (BTUM) | 90.0 (5118.0)  |
| Rejection to Coolant: kW (BTUM)       | 115.0 (6540.0) |
| Rejection to Ambient: kW (BTUM)       | 9.0 (512.0)    |
| Coolant Flow: gal/min (L/min)         | 19.34 (73.20)  |

**GENERAL GUIDELINES FOR DERATION:** Altitude: Derate 0.5% per 100m (328 ft.) Elevation above 1000m (3279 ft.) Temperature: Derate 1.0% per 10°C (18°F) temperature above 25°C (77°F)

**RATINGS:** All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor.

**125° RATINGS:** 125° apply to installations served by a reliable utility source. The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-3046/1, BS 5514, AS 2789, and DIN 6271. For limited running time and base load ratings consult the factory. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

## Alternator Data

|                      |               |             |
|----------------------|---------------|-------------|
| Manufacturer         | Stamford      |             |
| Type                 | PMG           |             |
| Insulation Class     | NEMA H        |             |
| Temperature Rise     | 125°C Standby |             |
| Hertz                | 60            |             |
| RPM                  | 1800          |             |
| Amortisseur Windings | Full          |             |
| CFM Cooling Required | 2100          |             |
| Voltage Regulator    | MX341         | MX321       |
| Sensing              | Single Phase  | Three Phase |
| Voltage Regulation   | 1.0%          | 0.50%       |

## Features

- BS EN 60034, BS5000, VDE 0530, NEMA MG1-32, IEC34, CSA C22.2-100, and AS1359 complaint
- IP23 enclosure
- Dynamically balanced to exceed BS6861:Part 1 Grade 2.5 vibration standard
- Quality assurance to BS EN ISO 9001
- Self-ventilated and Drip proof construction
- Two-thirds pitch stator and skewed rotor
- Heavy duty bearings
- Fully guarded
- Overexcitation protection
- Under frequency protection
- Analog input
- Overvoltage protection
- Paralleling compatible

## Alternator Data

|                      |               |             |
|----------------------|---------------|-------------|
| Manufacturer         | Marathon      |             |
| Type                 | PMG           |             |
| Insulation Class     | NEMA N        |             |
| Temperature Rise     | 125°C Standby |             |
| Hertz                | 60            |             |
| RPM                  | 1800          |             |
| Amortisseur Windings | Full          |             |
| CFM Cooling Required | 1020          |             |
| Voltage Regulator    | DVR2400       | PM500       |
| Sensing              | Three Phase   | Three Phase |
| Voltage Regulation   | 0.25%         | 0.25%       |

## Features

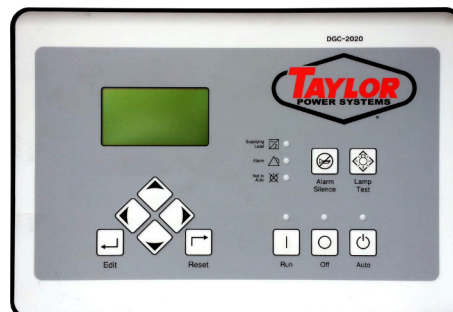
- NEMA MG1-32, BS5000, and IEC 34-1 compliant; CE & CSA Certified and UL Listed
- Self-ventilated and drip proof construction
- Two-thirds pitch stator and skewed rotor
- Wet wound, epoxied field windings
- Designed to withstand overspeeds of up to 125%
- Hybrid analog/digital voltage regulator
- Under frequency protection
- Under frequency indication light
- Less than one cycle response time
- Over excitation protection
- Over excitation indication light
- Easy access front-panel adjustments
- Over voltage protection shutdown

## Control Panels



### DeepSea 7310 MKII

Simultaneous Use of RS232 & RS485  
Modbus RTU Support  
Fully Configurable Using USB, RS232 & RS485  
IP65 Rating  
6 Programmable Inputs & 8 Outputs  
UL & cUL Listed and CE Certified



### Basler DGC2020

SAE J1939 Engine ECU Communications  
4 Programmable Inputs & 10 Outputs  
Modbus Communications With RS485  
UL Recognized, CSA & CE Certified  
IP 54 Front Panel Rating  
NFPA 110 Level 1 Compatible  
Manual Override Keyswitch  
DGC2020HD Variant Available



### Taylor Analog

Automatic CANBUS Engine Control  
Gauge Zeroing on Shutdown  
Auto-Off-Manual Control Switch  
Oil Pressure, Water Temperature, Battery Voltage and RPM Gauges  
AC Voltage, Frequency, Percent of Load, and Run-Time Metering  
LED Status Lights



### Standard Features:

#### Warranty

2 Year Standard

5 Year Comprehensive

|                                    |                        |
|------------------------------------|------------------------|
| Heavy Duty Steel Base              | Battery Charger        |
| Vibration Isolators                | Block Heater           |
| Oil Drain Valve with Extension     | Factory Powder Coating |
| Coolant Drain Kit                  | Factory Load Test      |
| High Ambient Unit Mounted Radiator | Owner's Manual         |

#### Controller Options

DGC2020HD Controller

Fiber Optic Ethernet (DGC2020HD)

RS-232 Port & Generator Protection (DGC2020)

Flush or Surface Mount Remote Annunciator

Remote Mount Break Glass E-Stop Switch

#### Miscellaneous Options:

Generator Strip Heater

Spring Isolators

Line Circuit Breaker

Pad Type Battery Heater

Battery Heater Blanket

Oil Pan Heater

### Open Unit

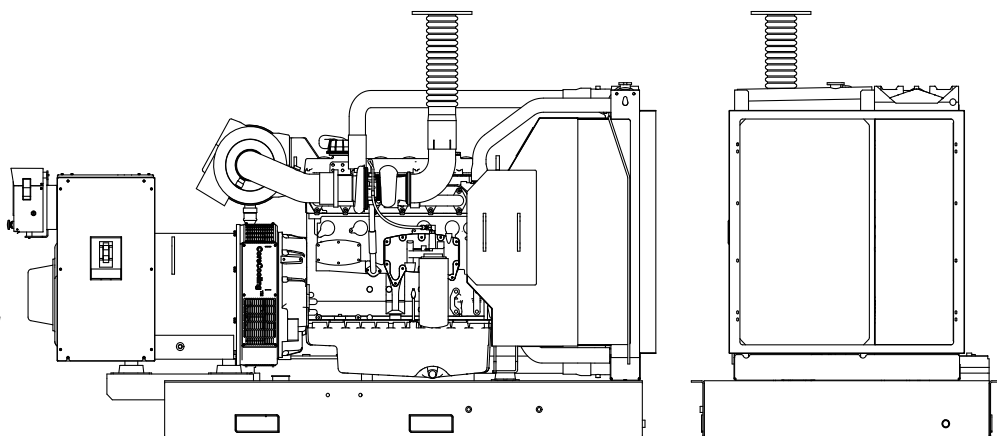
#### Options:

- Radiator Duct Flange
- Flex Exhaust
- Critical Silencer
- Sub-Base Fuel Tank

Overall Size: 120"L x 57"W x 74"H

Approximate Weight: 5,500 lbs.

*Note: Dimensions and weights reflect standard open unit with no options and are subject to change.*



### Standard Enclosed Unit

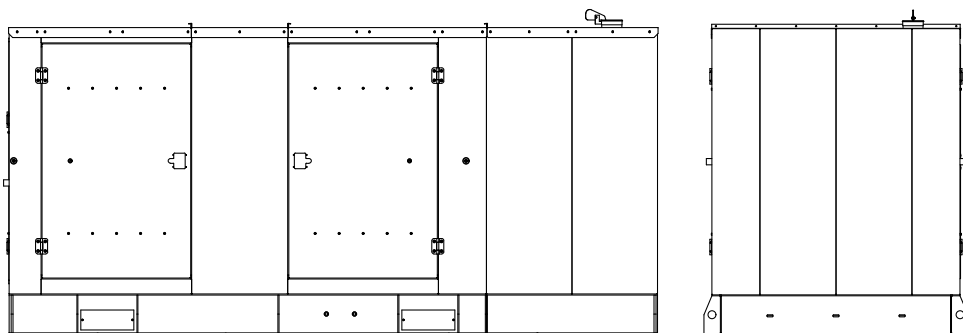
#### Options:

- Sound Attenuated Enclosure
- Load Center, Lights & GFI Receptacle
- Sub-Base Fuel Tank

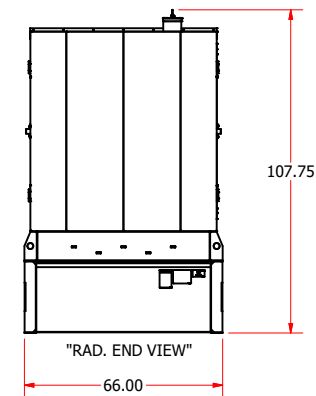
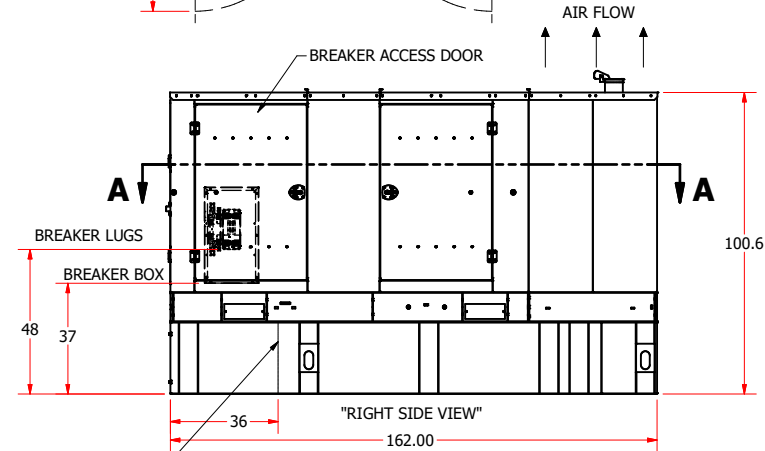
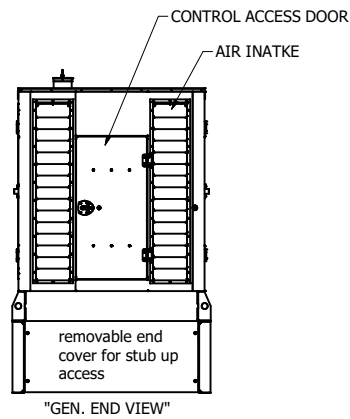
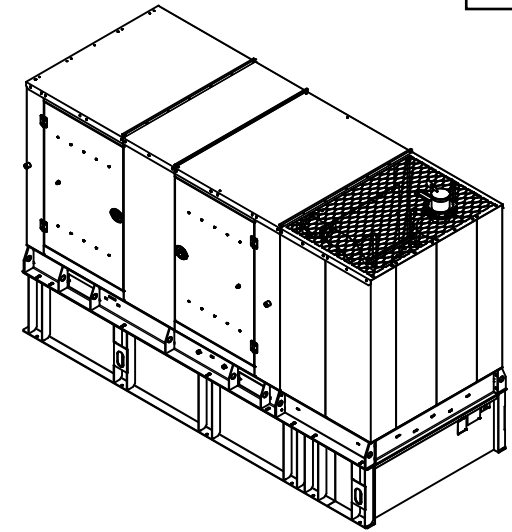
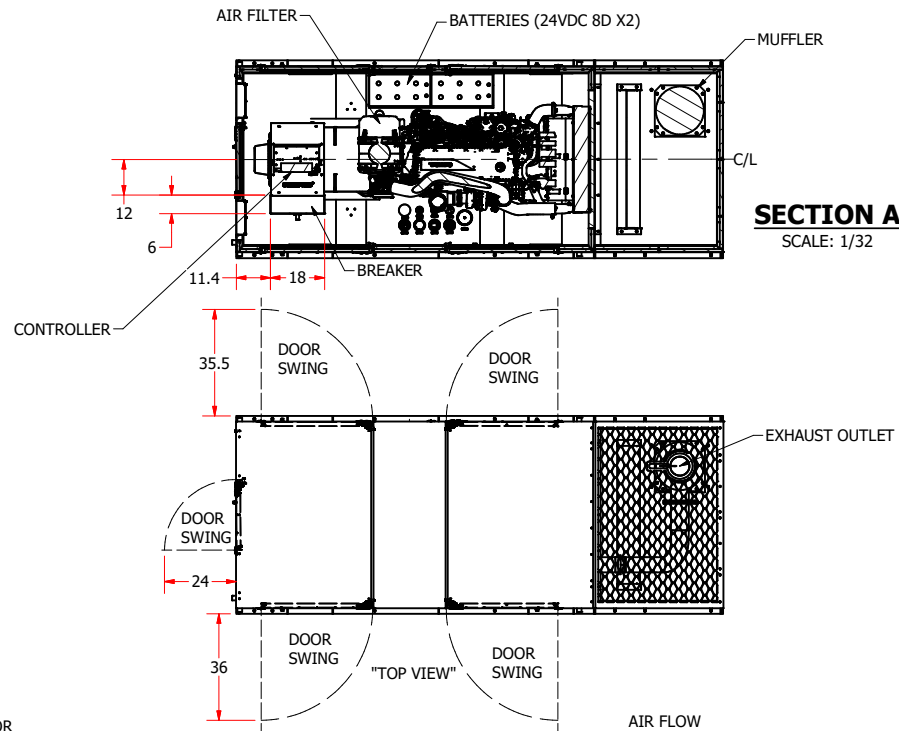
Overall Size: 162"L x 66"W x 81"H

Approximate Weight: 7,750 lbs.

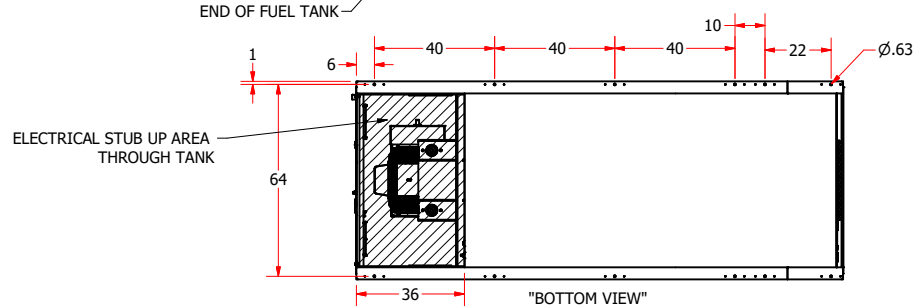
*Note: Dimensions and weights reflect standard enclosed unit with no options and are subject to change.*



**Note: The above drawings are provided for reference only and should not be used for planning installation.  
Contact your local distributor for more information.**



"APPROX. DRY WEIGHT: 10,120 LBS."



| DRAWN                | JWM     | 6/16/2026 |
|----------------------|---------|-----------|
| CHECKED              |         |           |
| APPROVED             |         |           |
| REVISION DESCRIPTION |         |           |
| 1                    |         |           |
| 2                    |         |           |
| 3                    | 00 0000 |           |



**TAYLOR POWER SYSTEMS, INC.**  
Phone: 800-748-9980  
Fax: 601-922-8503  
947 Industrial Park Drive  
Clinton, Mississippi 39056  
www.taylorpower.com

TITLE MODEL TD250V SAE  
WITH 600 GAL. UL-142 DW FUEL TANK

SIZE DWG NO  
C TD250V TAD853 VOLVO

SCALE 1/32

SHEET 1 OF

OUTLINE FOR ASCO® 300 SERIES 600 AMPERE "J" FRAME (3ATS,3NTS), 150-600 AMPERE (3ADTS,3NDTS) FRONT CONNECTED TRANSFER SWITCHES TYPE 3R/12 ENCLOSURE

D

C

B

A

D

C

B

A

GENERAL NOTES

- TYPE 3R-12 ENCLOSURE. FREE STANDING. FLOOR MOUNTED OR WALL MOUNTED. 14 GAUGE CONSTRUCTION.
- NEC STANDARD GAUGE PAN TYPE DOOR WITH LOCKABLE HANDLE.
- FINISH: ANSI 61 GRAY, POLYESTER POWDER STANDARD. OTHER ANSI COLORS AVAILABLE CONSULT FACTORY UL RECOGNIZED.
- RECOMMENDED CLEARANCES:  
FRONT: 24.00" [610mm]
- A 20% RATED GROUND BUS IS PROVIDED.
- UNIT IS DESIGNED FOR COMBINATION TOP AND BOTTOM CABLE ENTRY.
- A FULL RATED NEUTRAL CONNECTION FOR EACH SOURCE AND THE LOAD IS OPTIONAL. WHEN PROVIDED IT IS IN ONE OF THE FOLLOWING FORMATS AS SPECIFIED BY THE CATALOG NO. NEUTRAL TYPE;  
A. SOLID (COPPER BUS) NEUTRAL FOR 150-400A ADTS/NDTS AND SOLID NEUTRAL TERMINAL ASSEMBLY (NTA) FOR 260-400A ATS/NTS.  
B. SWITCHED NEUTRAL POLE
-  CENTER OF GRAVITY.

CABLING NOTES

- ALL SIZES SUPPLIED STANDARD WITH MECHANICAL (SCREW TYPE) LUGS. (SEE AMP SIZE BELOW)  
A. LUG MATERIAL: ALUMINUM ALLOY 6061-T6 WITH ELECTRO TIN PLATED FINISH.  
B. SCREW MATERIAL: ALUMINUM ALLOY 6262-T9 WITH ELECTRO TIN PLATED FINISH.  
C. UL LISTED, CSA CERTIFIED.  
D. LUG SCREW TIGHTENING TORQUE PER UL 486B: 19 FT.-LBS.  
E. SUITABLE WIRE BENDING SPACE IS PROVIDED. (SEE AMP SIZE BELOW)
- GROUND LUGS ARE PROVIDED STANDARD AS FOLLOWS. (SEE AMP SIZE BELOW).
- CUSTOMER TERMINAL BLOCKS:  
FOR ALL 300 SERIES 3ADTS, 3NDTS UNITS THE TB WILL BE MOUNTED ON THE UPPER RIGHT INSIDE OF ENCLOSURE. FOR 3ATS AND 3NTS UNITS TB WILL BE MOUNTED ON THE TRANSFER SWITCH FRAME AS INDICATED.

NOTES 150-400 AMP SWITCHES

- SUPPLIED WITH STANDARD MECHANICAL (SCREW TYPE) LUGS ON THE NORMAL, EMERGENCY & LOAD BUS STABS. ONE (1) LUG PER PHASE AND NEUTRAL EACH SUITABLE FOR CONNECTION OF TWO (2) 1/0 -250MCM CU/AL CABLES OR ONE (1) #4 -600MCM CU/AL CABLE.  
A. SUITABLE WIRE BENDING SPACE IS PROVIDED FOR UP TO ONE (1) 600MCM CABLE PER TERMINAL PER NEC.
- GROUND LUGS ARE PROVIDED STANDARD AS FOLLOWS;  
SIX (6) 1/0 -250MCM CU/AL CABLES OR THREE (3) #4 -600MCM CU/AL CABLE CONNECTIONS.

NOTES 600 AMP SWITCHES

- SUPPLIED WITH STANDARD MECHANICAL (SCREW TYPE) LUGS ON THE NORMAL, EMERGENCY & LOAD BUS STABS. ONE (1) LUG PER PHASE AND NEUTRAL EACH SUITABLE FOR CONNECTION OF TWO (2) #2 -600MCM CU/AL CABLES.  
A. SUITABLE WIRE BENDING SPACE IS PROVIDED FOR UP TO TWO (2) 600MCM CABLE PER TERMINAL PER NEC.
- GROUND LUGS ARE PROVIDED STANDARD AS FOLLOWS;  
SIX (6) #2 -600MCM CU/AL CABLE CONNECTIONS.

| ATS SWITCH RATING (AMPS) | POLES | WEIGHTS LB (KG) |
|--------------------------|-------|-----------------|
| 600                      | 2     | 211 (96)        |
| 600                      | C2    | N/A             |
| 600                      | 3     | 215 (98)        |
| 600                      | C3    | N/A             |
| 600                      | 4     | 225 (102)       |

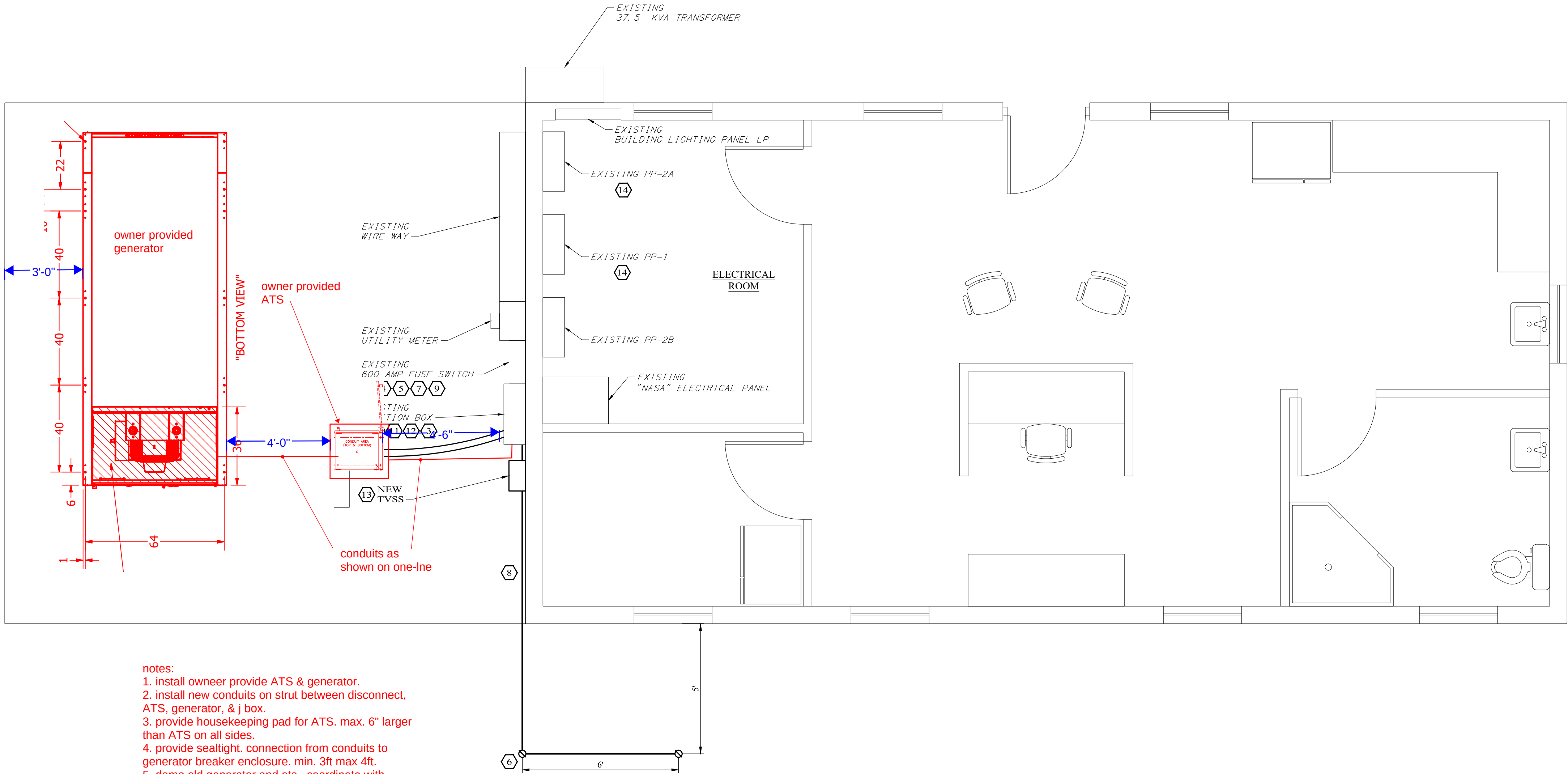
| CTS/DTS SWITCH RATING (AMPS) | POLES | WEIGHTS LB (KG) |
|------------------------------|-------|-----------------|
| 150-400                      | 2     | 222 (101)       |
| 150-400                      | C2    | N/A             |
| 150-400                      | 3     | 228 (104)       |
| 150-400                      | C3    | N/A             |
| 150-400                      | 4     | 224 (102)       |
| 600                          | 2     | 247 (112)       |
| 600                          | C2    | N/A             |
| 600                          | 3     | 234 (106)       |
| 600                          | C3    | N/A             |
| 600                          | 4     | 241 (109)       |

|                                               |     |               |          |                                                                                                                       |                 |                                            |
|-----------------------------------------------|-----|---------------|----------|-----------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------|
| PROJECT NAME:                                 |     | REV. TO SHEET | ECN NO.  | BY                                                                                                                    | APP.            | DATE                                       |
| COMPOSITE                                     |     | OUTLINE       |          |                                                                                                                       |                 |                                            |
| 300 SERIES TS "J"                             |     |               |          |                                                                                                                       |                 |                                            |
| J3ATS, J3NTS 600A, J3ADTS, J3NDTS 150-600 AMP |     | TYPE 3R/12    |          |                                                                                                                       |                 |                                            |
| DRAWN BY                                      | DJB | DATE          | 11/25/13 | MANUFACTURING TOLERANCES TO BE IN ACCORDANCE WITH ASCO PROCEDURE MP-I-003. FOR PLASTIC PARTS SEE MP-I-055             | ASSEM. REF. NO. | COMPUTER GENERATED DRAWING                 |
| CHECKED                                       | BK  | DATE          | 11/25/13 | PROPERTY OF ASCO POWER TECHNOLOGIES. USE PERMITTED FOR OUR WORK ONLY. ALL RIGHTS OF DESIGN OR INVENTION ARE RESERVED. |                 | SCALE NONE SIZE DS                         |
| PROJECT APPROVAL                              | BK  | DATE          | 11/25/13 |                                                                                                                       |                 | DWG. NO. 1001393-002                       |
| FINAL APPROVAL                                |     | DATE          |          |                                                                                                                       |                 | DRAWING REV. E ECN NO. 294689 SHEET 1 OF 1 |

 ASCO POWER TECHNOLOGIES, L.P.  
FLORHAM PARK, NEW JERSEY 07932 U.S.A.



- NOTES INDICATED BY (#) :**
1. CONTRACTOR TO VERIFY PROPER GENERATOR GROUNDING, PER NEC
  2. INSTALL NEW NEUTRAL BAR TO ACCOMMODATE NEW WIRING.
  3. INSTALL NEW GROUND BAR TO ACCOMMODATE NEW GROUNDING.
  4. INSTALL #2/0 GROUNDING ELECTRODE FROM NEUTRAL BAR TO ENCLOSURE
  5. INSTALL #2/0 FROM NEUTRAL TO GROUNDING RODS
  6. INSTALL 2 NEW GROUND RODS (3/4" x 10') 6' APART
  7. INSTALL #2/0 BETWEEN NEUTRAL BAR AND GROUND BAR
  8. ROUTE EXPOSED GROUND CABLE IN PVC CONDUIT
  9. DEMO OLD SURGE PROTECTOR
  10. PROVIDE NEW GROUND BAR TO ACCOMMODATE NEW GROUNDINGS
  11. INSTALL #2/0 FROM NEW 600A DISCONNECT GROUND BUS TO NEW JUNCTION BOX GROUND BUS
  12. INSTALL #1 GND WIRE FROM GROUND BUS IN EXISTING JUNCTION BOX TO PP-1 GND BUS. INSTALL #1 GND WIRE FROM GROUND IN EXISTING JUNCTION BOX TO PP-2A GROUND BUS (REMOVE 1-C #350 CABLE). INSTALL NEW PHASE DISTRIBUTION BLOCK FOR 2-350 PHASE CONDUCTORS AND TVSS PHASE CONDUCTORS.
  13. INSTALL EATON TVSS PART SPM-200-480Y-3V OR EXISTING APPROVED EQUAL NEXT TO JUNCTION BOX AND CONNECT PHASE CONDUCTORS TO JUNCTION BOX. CONNECT GROUND + NEUTRAL TVSS CONDUCTORS TO GROUND BUS.
  14. CONTRACTOR TO ENSURE THAT ALL GROUND WIRES ARE CONNECTED TO GROUND BAR IN PANEL. NO WIRING TO BE CONNECTED TO NEUTRAL BUS IN PANEL. CONTRACTOR TO PROVIDE LABEL FOR PANEL "480V 3 PHASE 3 WIRE"

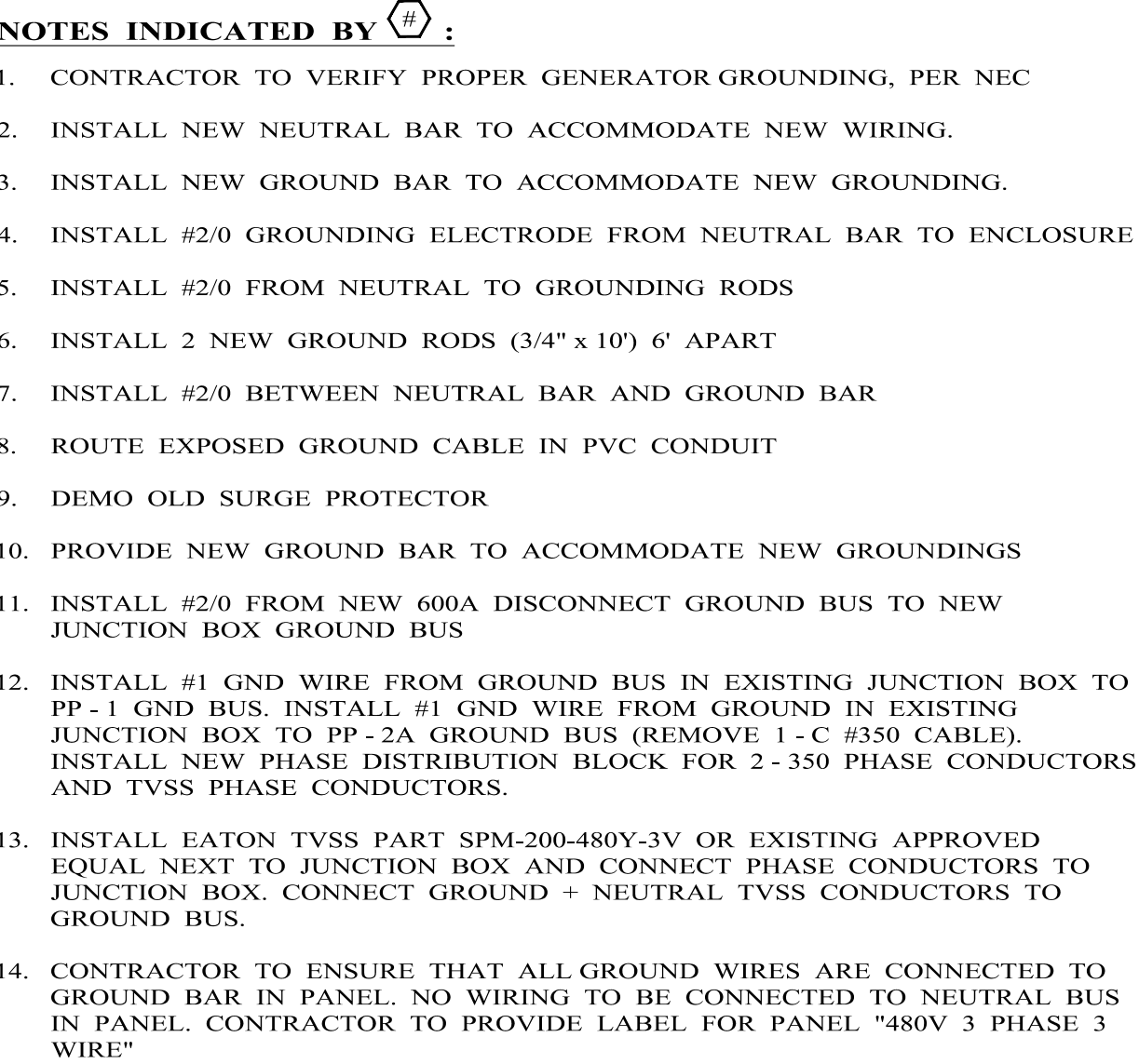


- notes:
1. install owner provide ATS & generator.
  2. install new conduits on strut between disconnect, ATS, generator, & j box.
  3. provide housekeeping pad for ATS. max. 6" larger than ATS on all sides.
  4. provide sealtight. connection from conduits to generator breaker enclosure. min. 3ft max 4ft.
  5. demo old generator and ats . coordinate with owner.
  6. route new conduits under existing disconnect and jbox. do not run conduits where it impedes any working clearances.
  7. provide min. clearance of 4ft between ats and generator and 4'6" between ats and existing jbox.
  8. all exposed conduit to be rigid aluminum.
  9. all supports and hardware to be galvanized.
  10. provide new 60a 2 pole breaker in existing lighting panel "LP" for generator auxiliary power.

**WWTP ELECTRICAL ROOM LAYOUT**

|     |  |                          |            |            |  |                                                                                                                                                                                                                                              |                                                                                                      |                           |                         |                                                                 |  |                             |
|-----|--|--------------------------|------------|------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|---------------------------|-------------------------|-----------------------------------------------------------------|--|-----------------------------|
| NO. |  | REVISION                 | DATE       | 08/05/2025 |  | <br>402 Cedar Street • Abilene, Texas 79601 • T: (325) 698-5560 • F: (325) 690-3240 • <a href="http://www.e-ht.com">www.e-ht.com</a><br>PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900 | BAR IS ONE INCH ON ORIGINAL DRAWING<br><br>IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY. | DESIGNED BY<br>D. MATTERN | SCALE<br>3/8" = 1' - 0" | <b>TWDB CWSRF<br/>WWTP IMPROVEMENTS<br/>BRECKENRIDGE, TEXAS</b> |  | PROJECT NO.:<br><b>7902</b> |
| 0   |  | ISSUED FOR ADVERTISEMENT | 08/05/2025 |            |  |                                                                                                                                                                                                                                              |                                                                                                      | DRAWN BY<br>B. MCGIFF     | DATE<br>08/05/2025      |                                                                 |  | SHEET No.<br><b>E-03</b>    |
|     |  |                          |            |            |  |                                                                                                                                                                                                                                              |                                                                                                      | CHECKED BY<br>D. MATTERN  |                         | <b>ELECTRICAL SITE<br/>LAYOUT DETAILED VIEW</b>                 |  |                             |
|     |  |                          |            |            |  |                                                                                                                                                                                                                                              |                                                                                                      |                           |                         |                                                                 |  |                             |
|     |  |                          |            |            |  |                                                                                                                                                                                                                                              |                                                                                                      |                           |                         |                                                                 |  |                             |





|     |                          |            |            |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                       |                                                                                                                                                                                                                      |             |                  |                                                        |              |
|-----|--------------------------|------------|------------|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------------|--------------------------------------------------------|--------------|
| NO. | REVISION                 | DATE       | 08/05/2025 |  |  <div>Enprotec   Hibbs &amp; Todd</div> <div>402 Cedar Street • Abilene, Texas 79601 • T: (325) 698-5560 • F: (325) 690-3240 • <a href="http://www.e-ht.com">www.e-ht.com</a><br/>PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900</div> |  | <div>BAR IS ONE INCH ON ORIGINAL DRAWING</div> <div></div> <div>IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.</div> | DESIGNED BY | SCALE            | TWDB CWSRF<br>WWTP IMPROVEMENTS<br>BRECKENRIDGE, TEXAS | PROJECT NO.: |
| 0   | ISSUED FOR ADVERTISEMENT | 08/05/2025 | D. MATTERN |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                       |                                                                                                                                                                                                                      | NO SCALE    | 7902             |                                                        |              |
|     |                          |            | DRAWN BY   |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                       |                                                                                                                                                                                                                      | DATE        | ONE LINE DIAGRAM | SHEET No.                                              |              |
|     |                          |            | B. MCGIFF  |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                       |                                                                                                                                                                                                                      | 08/05/2025  |                  | E-04                                                   |              |
|     |                          |            | CHECKED BY |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                       |                                                                                                                                                                                                                      |             |                  |                                                        |              |
|     |                          |            | D. MATTERN |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                       |                                                                                                                                                                                                                      |             |                  |                                                        |              |

**Purcell Contracting, LLC**

PO Box 525  
Meridian, TX 76665  
Ph : 254-435-2387

**Change Request**

**To:** Brittany White  
Enprotec/Hibbs & Todd, Inc.  
402 Cedar  
Abilene, TX 79601  
Ph: 325-698-5560 Fax: 325-691-0058

**Number:** 2  
**Date:** 8/13/26  
**Job:** 2505 Breckenridge WWTP Improvements  
**Phone:**

**Description:** Or-Tec Belt Press Repairs

Reason: Change in Scope

We are pleased to offer the following specifications and pricing to make the following changes:

Or-Tec Belt Press Upgrades per the quotes listed below and attached. The City of Breckenridge to provide assistance to Or-Tec technicians as needed.

Estimate No. 110488  
Estimate No. 110489  
Estimate No. 110490

| Description         | Labor | Material | Equipment        | Subcontract | Other         | Price              |
|---------------------|-------|----------|------------------|-------------|---------------|--------------------|
| Estimate No. 110488 |       |          |                  |             | \$33,238.00   | \$33,238.00        |
| Estimate No. 110489 |       |          |                  |             | \$20,400.00   | \$20,400.00        |
| Estimate No. 110490 |       |          |                  |             | \$17,875.00   | \$17,875.00        |
|                     |       |          |                  |             | Subtotal:     | \$71,513.00        |
|                     |       |          | Contractor's Fee | \$71,513.00 | 15.00%        | \$10,726.95        |
|                     |       |          |                  |             | <b>Total:</b> | <b>\$82,239.95</b> |

Please note that Purcell Contracting, LLC will require an extra 15 Weeks.

If you have any questions, please contact me at (254)435-2387.

Submitted by: Justin Lane  
Purcell Contracting

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_





5445 Dunham Rd  
Maple Heights, OH 44137

## Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 8/6/2026 | 110489     |

| Name / Address                                                                  |
|---------------------------------------------------------------------------------|
| City of Breckenridge<br>105 North Rose<br>Breckenridge, TX 76424<br>ATTN: Brant |

|                                                                  |
|------------------------------------------------------------------|
| Ship To                                                          |
| City of Breckenridge<br>105 North Rose<br>Breckenridge, TX 76424 |

|          |        |         |
|----------|--------|---------|
| P.O. No. | Terms  | Project |
|          | Net 30 |         |

[illegible]

Or-Tec Sales

5445 Dunham Rd  
Maple Heights, OH 44137

# Estimate

| Date     | Estimate # |
|----------|------------|
| 8/6/2026 | 110490     |

| Name / Address                                                                  |
|---------------------------------------------------------------------------------|
| City of Breckenridge<br>105 North Rose<br>Breckenridge, TX 76424<br>ATTN: Brant |

| Ship To                                                          |
|------------------------------------------------------------------|
| City of Breckenridge<br>105 North Rose<br>Breckenridge, TX 76424 |

| P.O. No. | Terms  | Project |
|----------|--------|---------|
|          | Net 30 |         |

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Qty | U/M    | Rate      | Total     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------|-----------|-----------|
| MII 1500 Control Panel with HMI/PLC for Breckenridge Control System<br>Schneider Touch Screen Control panel<br>1. Provide complete panel assembly, wiring, and testing services.<br>2. Nema 12 Painted Steel Enclosure 40"x32"x12"<br>3. Non Fused disconnect switch with thru the door handle<br>4. 1hp vfd with circuit breaker for belt drive<br>5. Removed sludge pump controls as the customer is no longer using a sludge pump<br>6. 1/2 hp vfd with circuit breaker for flocculator<br>7. 2hp Non Reversing motor starter with MPCB for Wash pump<br>8. 1hp Non Reversing motor starter with MPCB for Conveyor<br>10. Schneider All-In-One PLC/Touch Screen* this will be a new version that replaces the magelis.<br>11. Power on Pilot Light<br>12. E-stop Pushbutton<br>13. 120v Control Transformer with circuit protection<br>14. 24vdc Power Supply with circuit breakers for PLC<br>15. 24vdc 10amp Power Supply with circuit breakers for tracking<br>16. 1 lot terminal blocks, relays and related accessories<br>17. Price includes ACAD drawing design and PLC program based on existing customers drawings and program | 1   |        | 17,875.00 | 17,875.00 |
| Freight - TBD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1   |        | 0.00      | 0.00      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |     | E-mail |           |           |

|         |              |                  |              |             |
|---------|--------------|------------------|--------------|-------------|
| Phone # | 216.475.5225 | parts@or-tec.com | <b>Total</b> | \$17,875.00 |
|---------|--------------|------------------|--------------|-------------|

## TERMS AND CONDITIONS OF SALE

**GENERAL.** These Terms and Conditions of Sale (these “Terms”) are applicable to the sale of those products (the “Products”) and Services (“Services”) described in one or more written or oral Estimates, Proposals and/or Bid Proposals (each, a “Proposal”) issued by Or-Tec Sales, Ltd. (the “Company”) to the purchaser (“Purchaser”) of the Products and Services, and/or one or more written or oral purchase orders or similar forms issued by Purchaser to the Company in respect of such Products or Services (each, a “Purchase Order”). These Terms and the Proposal constitute a complete and exclusive statement of the agreement between the Company and Purchaser with respect to the Products and Services. In the event of a conflict between the terms and conditions contained in any Purchase Order or final order acknowledgement and those contained in these Terms, the terms and conditions contained in these Terms will govern. In the event of a conflict between the express terms and conditions contained in any Proposal and those contained in these Terms, the terms and conditions contained in the Proposal will govern. Purchaser’s acceptance of the Products constitutes its acceptance of these Terms and the other terms set forth in the Proposal. All Proposals and Purchase Orders are subject to the warranties, warranty disclaimer, terms and conditions appearing herein, and Purchaser agrees to be bound thereby. No modifications or additions thereto will be binding upon the Company unless expressly consented to by the Company in writing. Any conflicting warranties, terms and conditions in any Purchase Order or any document other than the Proposal are specifically rejected by the Company. Purchaser’s acceptance of these Terms and the Proposal is limited to acceptance of the express terms contained herein and therein. Any proposal by Purchaser for additional or different terms or any attempt by Purchaser to vary, in any degree, any of the terms herein or in any Proposal will not operate as a rejection of such terms. Purchaser’s proposal for additional terms will be deemed to be a proposal to materially alter the contract between the parties, and Purchaser will be deemed to have accepted such Proposal and these Terms without said additional or different terms, unless Purchaser’s acceptance of the Proposal and these Terms is expressly made conditional on the Company’s assent to such additional terms.

**PRICE.** All prices quoted in the Proposal are subject to change without notice at any time prior to the Company’s acceptance of Purchaser’s Purchase Order. After the Company has accepted Purchaser’s Purchase Order, prices are subject to change with notice to Purchaser to the extent that the cost of applicable raw materials (including assembled components) have substantially deviated from the indexed prices in effect as of the time at which the Company accepted the Purchase Order.

**SHIPMENT; TITLE.** The Company will arrange for shipment of the Products. Shipping terms for all Products is FOB shipping point, and title to the Products will pass to Purchaser at that point. Purchaser will in all events be responsible for and will bear the risk with respect to any loss or damage to the Products during transportation from the shipping point for the Products. Purchaser must pay all freight, handling, delivery, special packing and insurance charges for shipments of the Products. Choice of carrier and shipping method and route will be at the election of the Company. The Company will have the right to deliver all Products covered hereby at one time or in partial shipments from time to time, within the agreed time for delivery. All delivery dates are approximate, and the Company will not be liable for damages or costs that arise in connection with the delivery of goods after the date stated on any Proposal, Purchase Order or any other document.

### **LIMITATION OF LIABILITY.**

EXCEPT FOR THE LIMITED WARRANTIES DESCRIBED IN THE PROPOSAL, IF ANY, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES, NOR DOES IT WARRANT THE MERCHANTABILITY OF THE PRODUCTS OR THAT THE PRODUCTS ARE FIT FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

THE COMPANY WILL NOT BE LIABLE TO PURCHASER FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSS UNDER ANY CIRCUMSTANCES, REGARDLESS OF CAUSE AND REGARDLESS OF THE THEORY OF LIABILITY ASSERTED BY PURCHASER, WHETHER CONTRACT, TORT OR OTHERWISE. PURCHASER ACKNOWLEDGES THAT IT HAS DECIDED TO PURCHASE THE PRODUCTS BASED UPON ITS OWN ASSESSMENT OF THE PRODUCTS. IN NO EVENT WILL THE COMPANY’S LIABILITY ARISING IN CONNECTION WITH THE PRODUCTS OR SERVICES OR UNDER THESE TERMS OR ANY PROPOSAL OR PURCHASE ORDER (REGARDLESS OF CAUSE AND REGARDLESS OF THE THEORY OF LIABILITY ASSERTED BY

PURCHASER, WHETHER CONTRACT, TORT OR OTHERWISE) EXCEED THE PURCHASE PRICE FOR THE PRODUCTS AND SERVICES.

**PAYMENT TERMS.** Unless otherwise provided in the Proposal, Purchaser must pay the purchase price for the Products and Services within 30 days after receipt of invoice. All payments must be made in U.S. dollars, and all balances that remain unpaid more than 30 days after the date of invoice will be subject to a finance charge of 1.5% per month until paid in full. Purchaser must pay the Company’s costs of collection (including reasonable attorneys’ fees) with respect to any delinquent balance. Purchaser is responsible for any sales or use tax imposed on the sale of Products hereunder. The Company may without liability, and without notice to Purchaser, delay shipment of any Products not yet shipped while any balance owed to the Company hereunder remains unpaid.

**FORCE MAJEURE.** The Company will not be liable for failure to fulfill its obligations hereunder if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural calamity, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, malicious acts of third parties, labor disputes affecting vendors or authorized subcontractors or other events for which the Company is not responsible.

**INDEMNIFICATION.** Purchaser will defend, indemnify and hold the Company and its members, managers, officers and agents harmless from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees) arising from or related to (i) the Products from and after the date of shipment, including to the extent arising from or related to Purchaser’s neglect or misuse of the Products, any defect in the Products resulting from Purchaser’s use of the Products, or Purchaser’s action or inaction as related to the Products, (ii) Purchaser’s breach of any of its representations or covenants contained herein, or (iii) any death, personal injury or damage to property at any Purchaser facility except to the extent caused solely and exclusively by the gross negligence or willful misconduct of the Company or its personnel.

**DISPUTE RESOLUTION.** Any and all legal proceedings filed between the parties relating to these Terms, the Products, the Services, or any Purchase Order must be brought in the Cuyahoga County, Ohio Court of Common Pleas, which court will be the exclusive venue for any dispute, and the parties hereby consent to and submit to the exclusive jurisdiction of such Court.

**MISCELLANEOUS.** These Terms may not be amended without the prior written consent of the Company. These Terms must be interpreted and enforced in accordance with the laws of the State of Ohio, without regard to the choice or conflict of law rules otherwise applicable. No waiver of any right hereunder will be effective unless in writing, and no such waiver will constitute a waiver of any other right hereunder. No assignment of these Terms or any Proposal or any amount due or to become due hereunder or thereunder will be binding upon the Company without its prior written consent. The Company may assign these Terms and any Proposal. These Terms and all Proposals will be binding upon the parties hereto and their respective successors and permitted assigns.

4913-7801-5287, v. 1



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any action regarding approval of Construction Contract Change Order #3 on the Street Improvement Phase III.

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### BACKGROUND INFORMATION:

This change order pertains to Phase III of our Street Improvement Project funded by Certificates of Obligation (2023) and includes:

- Miscellaneous quantities of curb and gutter replacement
- Additional potholing and insertion valves at Shelton and Lindsey Intersection
- Reduction due to wrongly awarded amount for Shelton-Lindsey intersection in CO #2
- Reduction of scope to East Elm Street removing asphalt overlay

### FINANCIAL IMPACT:

Original contract amount - \$2,433,843.60

Increase from previously approved Change Orders - \$440,295.20.

Contract price prior to this Change Order - \$2,874,138.80

Decrease this Change Order - \$9,090.50

Contract price incorporating this Change Order - \$2,865,048.30

### STAFF RECOMMENDATION:

Consider approval of Change-order #3 to Street Improvement Phase III as presented and authorize the City Manager to execute the documents.

**CHANGE ORDER NO.: 3**

Owner: City of Breckenridge  
 Engineer: e-HT  
 Contractor: Raydon  
 Project: Phase III Paving Improvements  
 Contract Name: Phase III Paving Improvements  
 Date Issued: 08/24/2026

Owner's Project No.: N/A  
 Engineer's Project No.: 5580-42  
 Contractor's Project No.: N/A

Effective Date of Change Order: 08/24/2026

The Contract is modified as follows upon execution of this Change Order:

Description:

- **Miscellaneous quantities of curb and gutter replacement**
- **Additional potholing and insertion valves at Shelton-Lindsey intersection**
- **Reduction due to wrongly awarded amount for Shelton-Lindsey intersection in CO-2**
- **Reduction of scope to East Elm Street removing asphalt overlay**

Attachments: Pricing Breakdown, Curb and Gutter replacement markups, contractor price change requests

| Change in Contract Price                                                 | Change in Contract Times                                                                                                                        |
|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| Original Contract Price:<br>\$ 2,433,843.60                              | Original Contract Times:<br>Substantial Completion: 120 days<br>Ready for final payment: 150 days                                               |
| <b>Increase</b> from previously approved Change Orders:<br>\$ 440,295.20 | <b>Increase</b> from previously approved Change Orders:<br>Substantial Completion: 120 days<br>Ready for final payment: 120 days                |
| Contract Price prior to this Change Order:<br>\$ 2,874,138.80            | Contract Times prior to this Change Order:<br>Substantial Completion: 240 days<br>Ready for final payment: 270 days                             |
| <b>Decrease</b> this Change Order:<br>\$ 15,618.50                       | <b>Increase</b> this Change Order:<br>Substantial Completion: 120 days<br>Ready for final payment: 120 days                                     |
| Contract Price incorporating this Change Order:<br>\$ 2,858,520.30       | Contract Times with all approved Change Orders:<br>Substantial Completion: 360 days (9/3/2026)<br>Ready for final payment: 390 days (10/3/2026) |

Recommended by Engineer

By:  Corder Norris, P.E. (eHT)

Title: Project Manager

Date: 08/24/2026

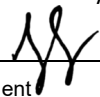
Authorized by Owner

By:

Title:

Date:

Accepted by Contractor

  
President

8/25/2026

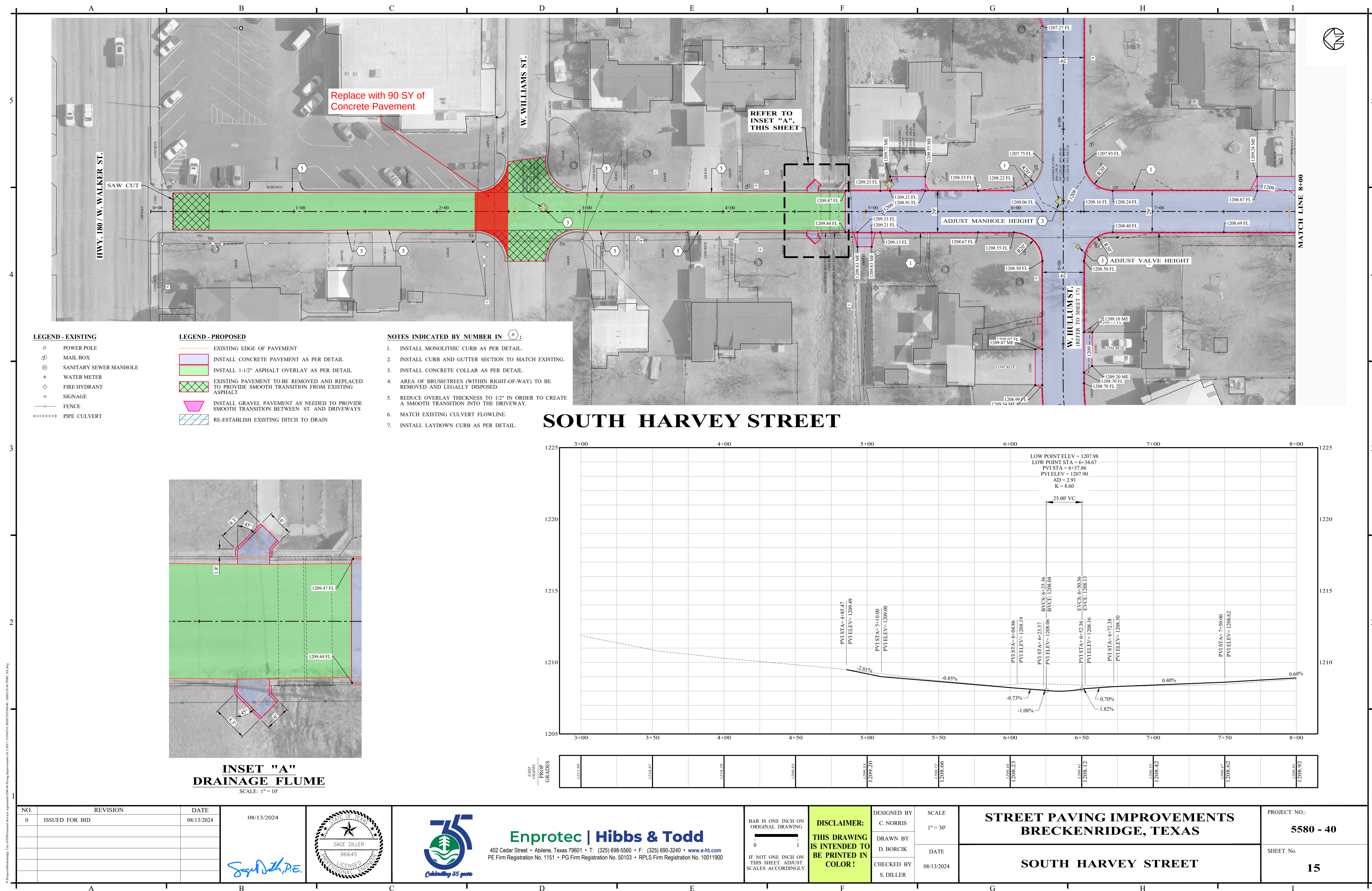
| Original Contract Price          |          |      |                                                               |              |                 |
|----------------------------------|----------|------|---------------------------------------------------------------|--------------|-----------------|
|                                  |          |      | Base Bid                                                      |              |                 |
| Item No.                         | Quantity | Unit | Item                                                          | Unit Cost    | Amount          |
| 1                                | 1        | LS   | Mobilization, Bonds & Insurance                               | \$ 49,000.00 | \$ 49,000.00    |
| 2                                | 1        | LS   | Erosion Control Measures                                      | \$ 9,000.00  | \$ 9,000.00     |
| 3                                | 1        | LS   | Traffic Control Plan                                          | \$ 10,000.00 | \$ 10,000.00    |
| 4                                | 6,450    | TON  | HMAC Type "D" (1-1/2") (PG 70-22) (Over-Lay)                  | \$ 142.00    | \$ 915,900.00   |
| 5                                | 11,220   | GAL  | Tack Coat (CCS-1H) (0.05-0.15 GAL/SY)                         | \$ 6.50      | \$ 72,930.00    |
| 6                                | 2,150    | TON  | HMAC Type "D" (PG 70-22) (Pre-Lay)                            | \$ 142.00    | \$ 305,300.00   |
| 7                                | 16,570   | SY   | Mill and Dispose of Existing Asphalt                          | \$ 3.62      | \$ 59,983.40    |
| 8                                | 3,890    | SY   | Demolish, Remove & Dispose of Existing Asphalt Pavement       | \$ 10.03     | \$ 39,016.70    |
| 9                                | 400      | SY   | Demolish, Remove & Dispose of Existing Concrete Pavement      | \$ 31.50     | \$ 12,600.00    |
| 10                               | 1,665    | LF   | Demolish, Remove & Dispose of Existing Concrete Curb & Gutter | \$ 2.00      | \$ 3,330.00     |
| 11                               | 3,550    | SY   | Gravel Driveway Repair                                        | \$ 8.05      | \$ 28,577.50    |
| 12                               | 55       | SY   | Residential Concrete Driveway Apron                           | \$ 117.75    | \$ 6,476.25     |
| 13                               | 6,800    | SY   | Concrete Pavement with Monolithic Curb (Class P) (7")         | \$ 117.07    | \$ 796,076.00   |
| 14                               | 2,110    | LF   | Concrete Curb and Gutter                                      | \$ 22.00     | \$ 46,420.00    |
| 15                               | 15       | EA   | Concrete Manhole Collar                                       | \$ 850.00    | \$ 12,750.00    |
| 16                               | 14       | EA   | Concrete Water Valve Collar                                   | \$ 315.00    | \$ 4,410.00     |
| 17                               | 15       | EA   | Manhole Rim Adjustment                                        | \$ 235.00    | \$ 3,525.00     |
| 18                               | 14       | EA   | Valve Height Adjustment                                       | \$ 60.00     | \$ 840.00       |
| 19                               | 20,985   | LF   | Right-of-Way Clearance and Grading                            | \$ 2.75      | \$ 57,708.75    |
| TOTAL BASE BID (Items 1 thru 19) |          |      |                                                               |              | \$ 2,433,843.60 |

| Change Order No. 1 |          |      |                                                                                |           |               |
|--------------------|----------|------|--------------------------------------------------------------------------------|-----------|---------------|
| Item No.           | Quantity | Unit | Item                                                                           | Unit Cost | Amount        |
|                    |          |      | <b>Williams St.</b>                                                            |           |               |
| 7                  | -454     | SY   | Deduction of Mill and Disposal of Existing Asphalt                             | \$ 3.62   | \$ (1,643.48) |
| 6                  | -12      | TON  | Deduction of HMAC Prelay                                                       | \$ 142.00 | \$ (1,704.00) |
| 4                  | -36      | TON  | Deduction of HMAC Overlay                                                      | \$ 142.00 | \$ (5,112.00) |
| 5                  | -45      | GAL  | Deduction of Tack Coat                                                         | \$ 6.50   | \$ (292.50)   |
| 9                  | 416      | SY   | Demo and Dispose of Existing Concrete Pavement                                 | \$ 31.50  | \$ 13,104.00  |
| 13                 | 416      | SY   | Install Concrete Pavement with Monolithic Curb and Gutter                      | \$ 117.07 | \$ 48,701.12  |
|                    |          |      |                                                                                |           |               |
|                    |          |      | <b>South Oakwood St.</b>                                                       |           |               |
| 7                  | -1,613   | SY   | Deduction of Mill and Disposal of Existing Asphalt                             | \$ 3.62   | \$ (5,839.06) |
| N/A                | 1,150    | LF   | Install Doweled Curb on Existing Concrete Pavement                             | \$ 24.00  | \$ 27,600.00  |
| N/A                | 148      | LF   | Install Doweled Curb on Existing Concrete Pavement (Quantity Overage)          | \$ 24.00  | \$ 3,552.00   |
|                    |          |      |                                                                                |           |               |
|                    |          |      | <b>North Glen St.</b>                                                          |           |               |
| 6                  | 117      | TON  | HMAC Type "D" Prelay                                                           | \$ 142.00 | \$ 16,614.00  |
| 4                  | 352      | TON  | HMAC Type "D" Overlay                                                          | \$ 142.00 | \$ 49,984.00  |
| 7                  | 45       | SY   | Mill and Dispose of Existing Asphalt                                           | \$ 3.62   | \$ 162.90     |
| 11                 | 236      | SY   | Gravel Driveway Repair                                                         | \$ 8.05   | \$ 1,899.80   |
| 19                 | 2,273    | LF   | ROW Clearance and Gridding                                                     | \$ 2.75   | \$ 6,250.75   |
|                    |          |      |                                                                                |           |               |
|                    |          |      | <b>Quantity Rectification</b>                                                  |           |               |
| 8                  | 1,214    | SY   | Demolish, Remove & Dispose of Existing Asphalt Pavement                        | \$ 10.03  | \$ 12,176.42  |
| 10                 | 212      | LF   | Demolish, Remove & Dispose of Existing Asphalt Pavement (2nd and Harding)      | \$ 2.00   | \$ 424.00     |
| 14                 | 212      | SY   | Demolish, Remove & Dispose of Existing Asphalt Pavement (2nd and Harding)      | \$ 22.00  | \$ 4,664.00   |
| 10                 | 60       | LF   | Demolish, Remove & Dispose of Existing Asphalt Pavement (Harding and Sycamore) | \$ 2.00   | \$ 120.00     |
| 14                 | 60       | SY   | Demolish, Remove & Dispose of Existing Asphalt Pavement (Harding and Sycamore) | \$ 22.00  | \$ 1,320.00   |

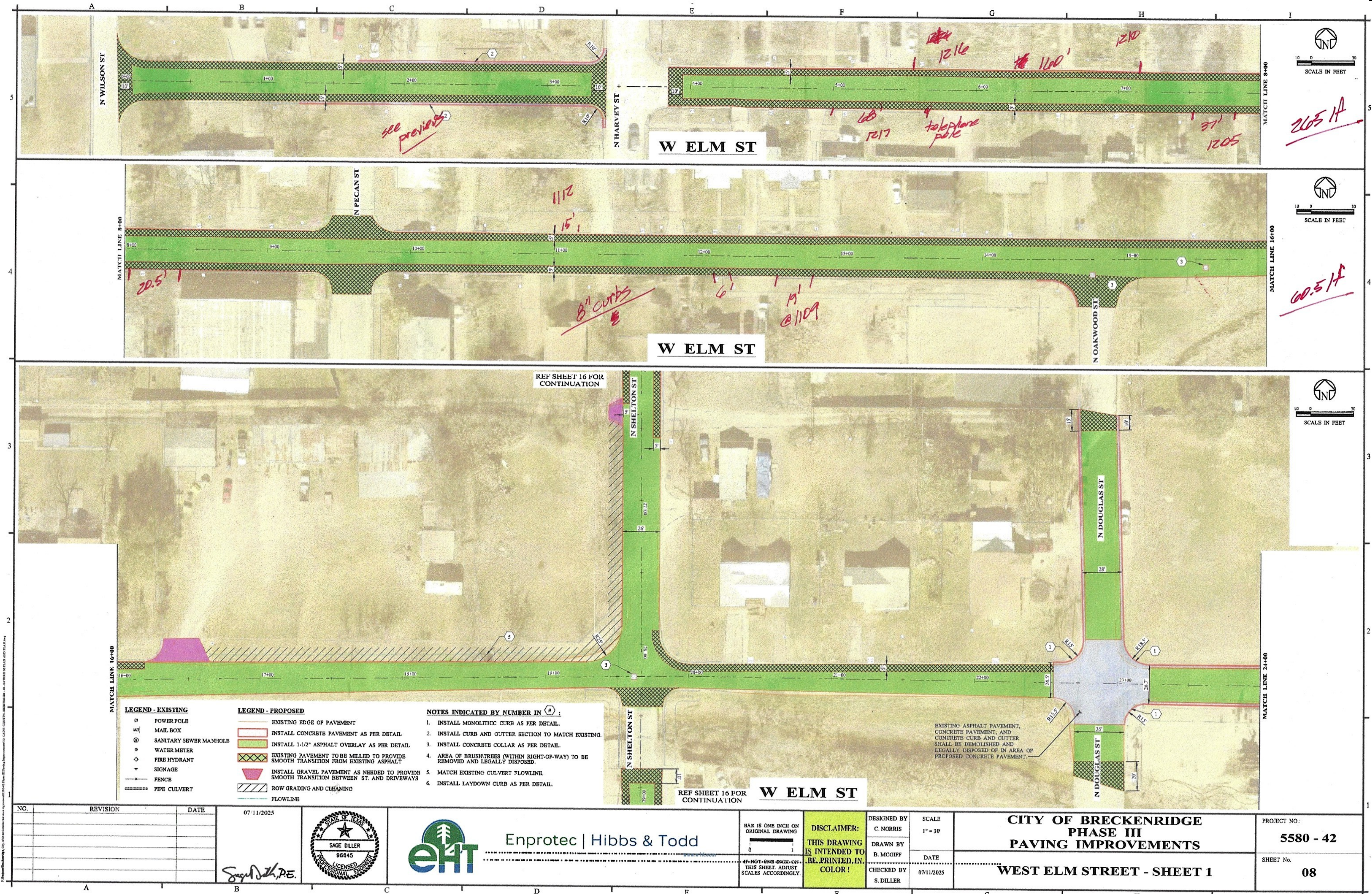


| Change Order No. 1 (Continued)      |          |      |                                                                               |               |                       |
|-------------------------------------|----------|------|-------------------------------------------------------------------------------|---------------|-----------------------|
| Item No.                            | Quantity | Unit | Item                                                                          | Unit Cost     | Amount                |
|                                     |          |      | <b>W. 2nd and N. Miller 4" Waterline Replacement</b>                          |               |                       |
| N/A                                 | 1        | EA   | Furnish and Install 4" Water Tap and Waterline Reconnection                   | \$ 5,832.00   | \$ 5,832.00           |
| N/A                                 | 1,380    | LF   | Furnish and Install 4" DR-18 C900 PVC Water Line (Open Cut)                   | \$ 46.00      | \$ 63,480.00          |
| N/A                                 | 13       | EA   | Furnish and Install 3/4" Water Service Line                                   | \$ 1,593.00   | \$ 20,709.00          |
| N/A                                 | 2        | EA   | Install 2" Water Main Reconnection                                            | \$ 5,669.00   | \$ 11,338.00          |
| N/A                                 | 4        | EA   | Furnish and Install 4" Gate Valve                                             | \$ 1,064.00   | \$ 4,256.00           |
| N/A                                 | 2        | EA   | Furnish and Install 2" Gate Valve                                             | \$ 1,051.00   | \$ 2,102.00           |
| Change Order No. 2                  |          |      |                                                                               |               |                       |
| Item No.                            | Quantity | Unit | Item                                                                          | Unit Cost     | Amount                |
|                                     |          |      | <b>Flint &amp; E. Elm St.</b>                                                 |               |                       |
| N/A                                 | 1        | LS   | Clear and Grub                                                                | \$ 16,562.00  | \$ 16,562.00          |
|                                     |          |      |                                                                               |               |                       |
|                                     |          |      | <b>W. 1st &amp; N. McAmis St.</b>                                             |               |                       |
| N/A                                 | 1        | LS   | Replace approximately 580 LF of 4" water line                                 | \$ 66,832.00  | \$ 66,832.00          |
|                                     |          |      |                                                                               |               |                       |
|                                     |          |      | <b>Lindsey &amp; Shelton</b>                                                  |               |                       |
| N/A                                 | 1        | LS   | Waterline relocation                                                          | \$ 72,400.00  | \$ 72,400.00          |
|                                     |          |      |                                                                               |               |                       |
|                                     |          |      | <b>South Oakwood</b>                                                          |               |                       |
| N/A                                 | 1        | LS   | Demo & Replace sidewalk/curb                                                  | \$ 4,802.25   | \$ 4,802.25           |
| Change Order No. 3                  |          |      |                                                                               |               |                       |
| Item No.                            | Quantity | Unit | Item                                                                          | Unit Cost     | Amount                |
|                                     |          |      | <b>South Harvey Street</b>                                                    |               |                       |
| 8                                   | 90       | SY   | Demolish, Remove & Dispose of Existing Asphalt Pavement                       | \$ 10.03      | \$ 902.70             |
| 13                                  | 90       | SY   | Concrete Pavement with Monolithic Curb (Class P) (7")                         | \$ 117.07     | \$ 10,536.30          |
|                                     |          |      |                                                                               |               |                       |
|                                     |          |      | <b>W 1st and McAmis</b>                                                       |               |                       |
| 10                                  | 135      | LF   | Demolish, Remove & Dispose of Existing Concrete Curb & Gutter                 | \$ 2.00       | \$ 270.00             |
|                                     |          |      |                                                                               |               |                       |
|                                     |          |      | <b>E Elm</b>                                                                  |               |                       |
| 10                                  | 464      | LF   | Demolish, Remove & Dispose of Existing Concrete Curb & Gutter                 | \$ 2.00       | \$ 928.00             |
|                                     |          |      |                                                                               |               |                       |
|                                     |          |      | <b>West Elm st</b>                                                            |               |                       |
| 10                                  | 330      | LF   | Demolish, Remove & Dispose of Existing Concrete Curb & Gutter                 | \$ 2.00       | \$ 660.00             |
| 14                                  | 330      | LF   | Concrete Curb and Gutter                                                      | \$ 22.00      | \$ 7,260.00           |
|                                     |          |      |                                                                               |               |                       |
|                                     |          |      | <b>West William</b>                                                           |               |                       |
| 10                                  | 550      | LF   | Demolish, Remove & Dispose of Existing Concrete Curb & Gutter                 | \$ 2.00       | \$ 1,100.00           |
| 14                                  | 550      | LF   | Concrete Curb and Gutter                                                      | \$ 22.00      | \$ 12,100.00          |
|                                     |          |      |                                                                               |               |                       |
|                                     |          |      | <b>Lindsey &amp; Shelton Water Line Additions</b>                             |               |                       |
| N/A                                 | 1        | LS   | Price Correction on work awarded via Change Order No. 2(See yellow highlight) | \$ (7,000.00) | \$ (7,000.00)         |
| N/A                                 | 1        | LS   | Additional Potholing and Insertion Valves                                     | \$ 45,450.00  | \$ 45,450.00          |
|                                     |          |      |                                                                               |               |                       |
|                                     |          |      | <b>North Glen St.</b>                                                         |               |                       |
| 5                                   | 1,108    | GAL  | Tack Coat (CCS-1H) (0.05-0.15 GAL/SY)                                         | \$ 6.50       | \$ 7,202.00           |
|                                     |          |      |                                                                               |               |                       |
|                                     |          |      | <b>E Elm St.</b>                                                              |               |                       |
| 4                                   | -620     | TON  | HMAC Type "D" (1-1/2") (PG 70-22) (Over-Lay)                                  | \$ 142.00     | \$ (88,040.00)        |
| 5                                   | -1,075   | GAL  | Tack Coat (CCS-1H) (0.05-0.15 GAL/SY)                                         | \$ 6.50       | \$ (6,987.50)         |
| <b>Total Change Order No. 1</b>     |          |      |                                                                               |               | <b>\$279,698.95</b>   |
| <b>Total Change Order No. 2</b>     |          |      |                                                                               |               | <b>\$160,596.25</b>   |
| <b>Total Change Order No. 3</b>     |          |      |                                                                               |               | <b>-\$15,618.50</b>   |
| <b>Awarded Contract Amount</b>      |          |      |                                                                               |               | <b>\$2,433,843.60</b> |
| <b>Revised Total Contract Price</b> |          |      |                                                                               |               | <b>\$2,858,520.30</b> |

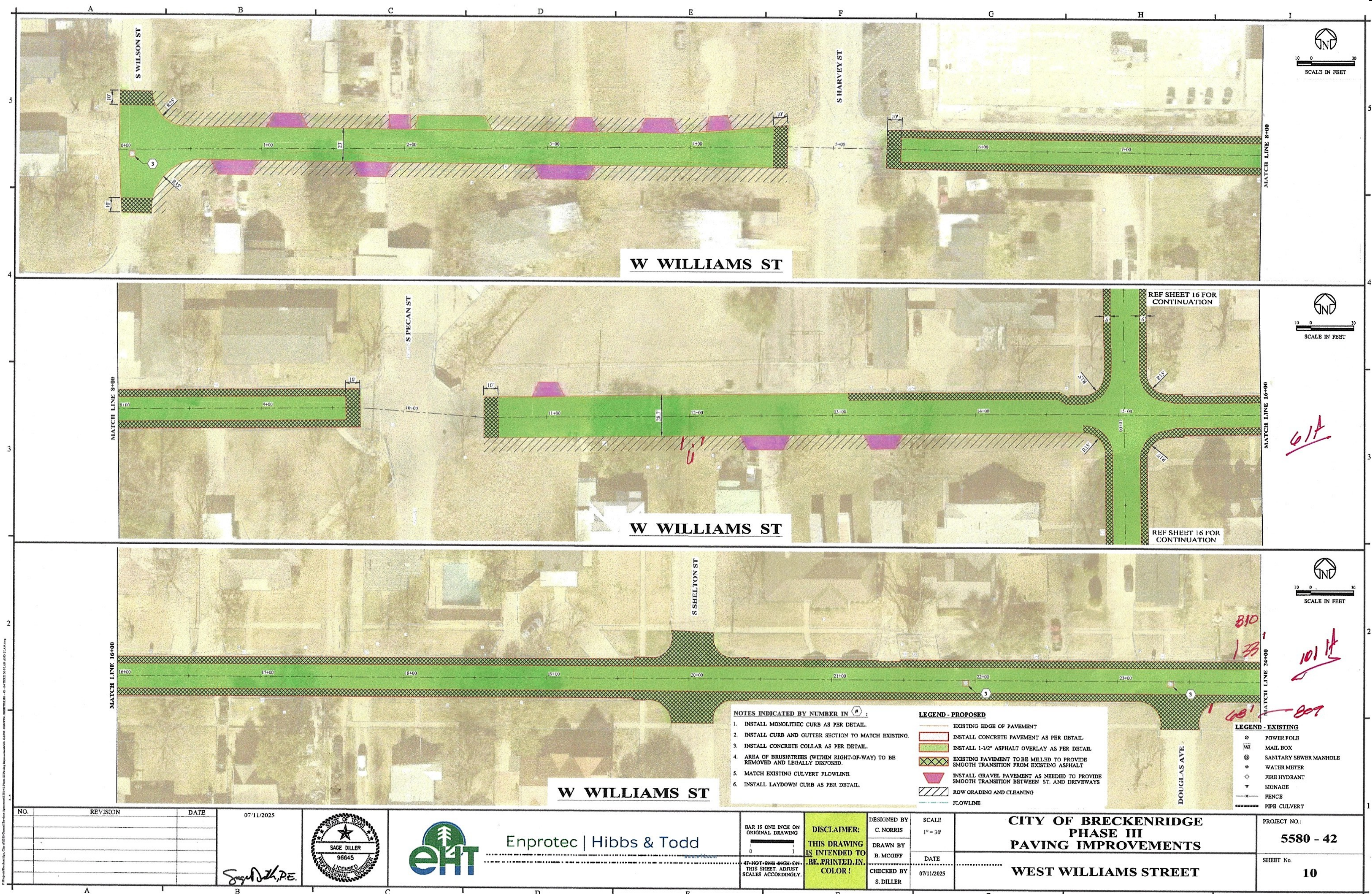




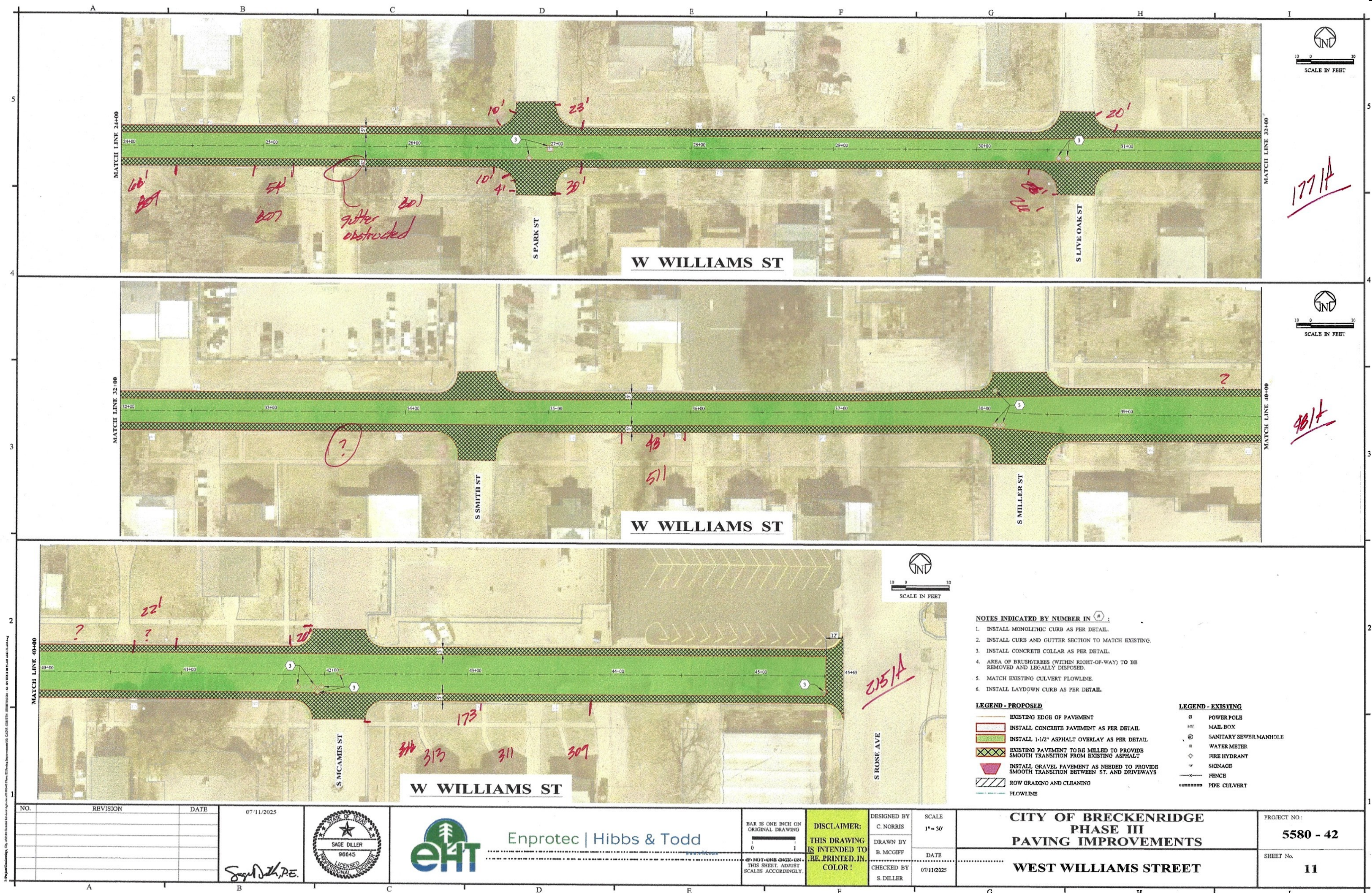




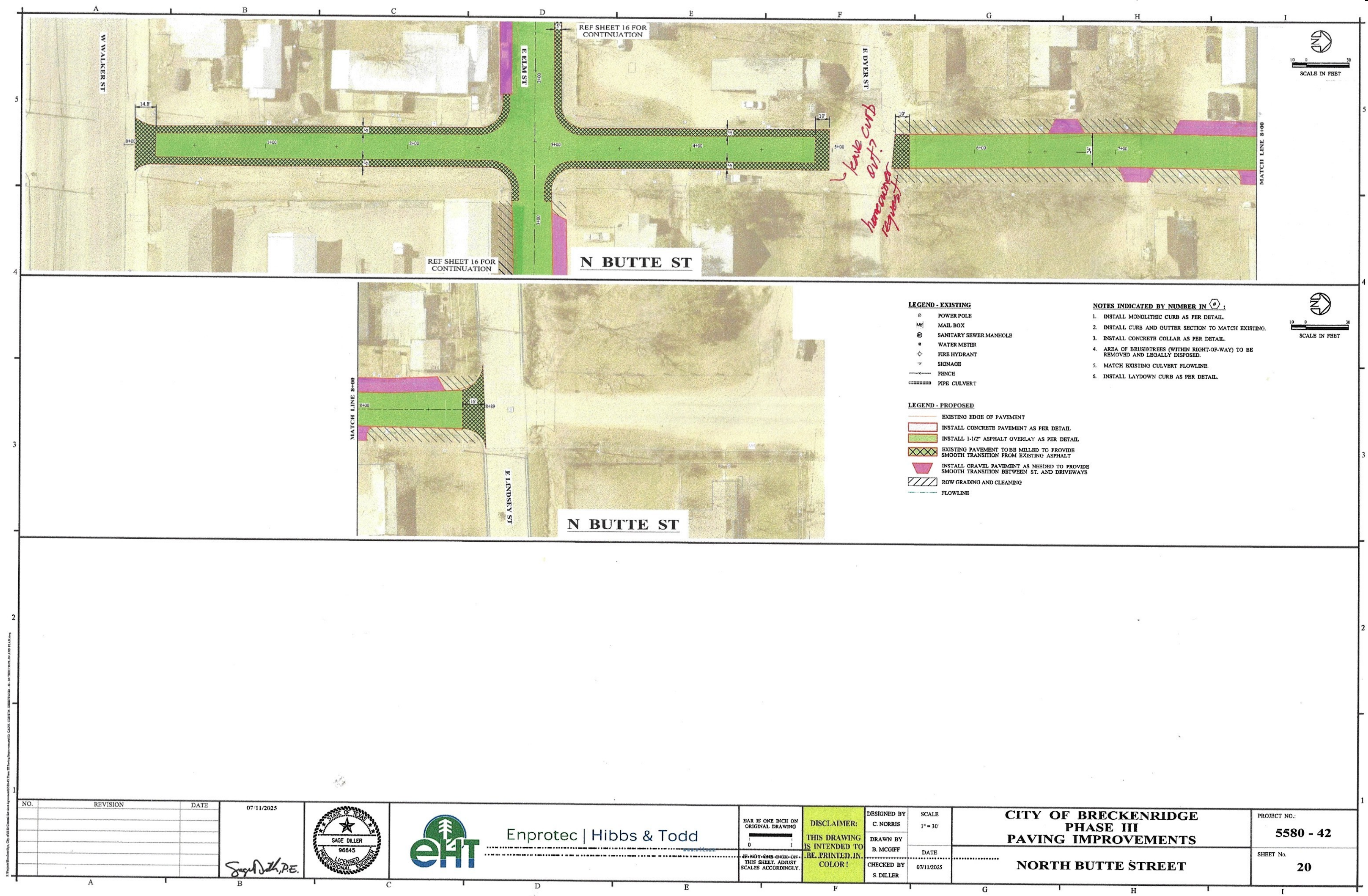












LEGEND - EXISTING

- ⊙ POWER POLE
- MB MAIL BOX
- ⊙ SANITARY SEWER MANHOLE
- ⊙ WATER METER
- ⊙ FIRE HYDRANT
- ⊙ SIGNAGE
- FENCE
- PIPE CULVERT

LEGEND - PROPOSED

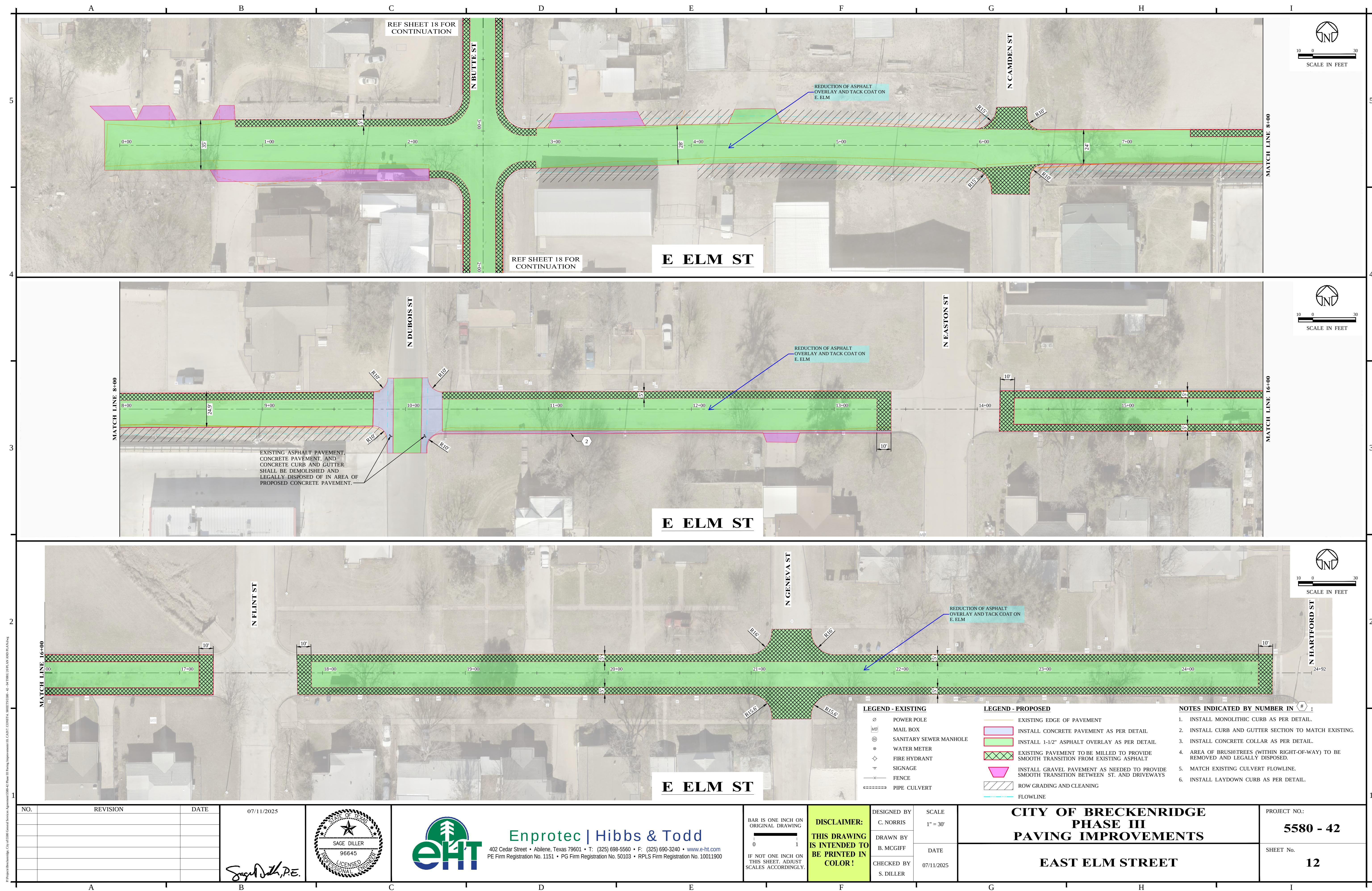
- EXISTING EDGE OF PAVEMENT
- INSTALL CONCRETE PAVEMENT AS PER DETAIL
- INSTALL 1-1/2" ASPHALT OVERLAY AS PER DETAIL
- EXISTING PAVEMENT TO BE MILLED TO PROVIDE SMOOTH TRANSITION FROM EXISTING ASPHALT
- INSTALL GRAVEL PAVEMENT AS NEEDED TO PROVIDE SMOOTH TRANSITION BETWEEN ST. AND DRIVEWAYS
- ROW GRADING AND CLEANING
- FLOWLINE

NOTES INDICATED BY NUMBER IN (N):

1. INSTALL MONOLITHIC CURB AS PER DETAIL.
2. INSTALL CURB AND GUTTER SECTION TO MATCH EXISTING.
3. INSTALL CONCRETE COLLAR AS PER DETAIL.
4. AREA OF BRUSHTREES (WITHIN RIGHT-OF-WAY) TO BE REMOVED AND LEGALLY DISPOSED.
5. MATCH EXISTING CULVERT FLOWLINE.
6. INSTALL LAYDOWN CURB AS PER DETAIL.

|     |          |      |            |  |  |                         |                                                           |                                                                 |                          |                    |                                                          |                           |
|-----|----------|------|------------|--|--|-------------------------|-----------------------------------------------------------|-----------------------------------------------------------------|--------------------------|--------------------|----------------------------------------------------------|---------------------------|
| NO. | REVISION | DATE | 07/11/2025 |  |  | Enprotec   Hibbs & Todd |                                                           | DISCLAIMER:<br>THIS DRAWING IS INTENDED TO BE PRINTED IN COLOR! | DESIGNED BY<br>C. NORRIS | SCALE<br>1" = 30'  | CITY OF BRECKENRIDGE<br>PHASE III<br>PAVING IMPROVEMENTS | PROJECT NO.:<br>5580 - 42 |
|     |          |      |            |  |  |                         |                                                           |                                                                 |                          |                    |                                                          |                           |
|     |          |      |            |  |  |                         | IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY. |                                                                 | DRAWN BY<br>B. MCGIFF    | DATE<br>07/11/2025 | NORTH BUTTE STREET                                       | SHEET No.<br>20           |
|     |          |      |            |  |  |                         |                                                           |                                                                 |                          |                    |                                                          |                           |









Raydon, Inc.  
1465 Elmdale Rd. N. Abilene, TX 79601  
PO Box 671 Breckenridge, TX 76424  
Abilene Ph: 325-548-9369  
Breckenridge Ph: 254-559-5012

Item 21.

**CUSTOMER:**

City of Breckenridge  
ATTN: Cynthia Northrop  
105 N. Rose St.  
Breckenridge, TX 76424  
Ph: 254-477-3019  
  
cnorthrop@breckenridgetx.gov

**REGARDING:**

Phase 3 Paving Improvements  
Overages January 2026

## Change Order Request

# 23351

DATE: February 2, 2026

| DESCRIPTION |
|-------------|
|-------------|

W 1ST/MCAMIS

ITEM #10: DEMO, REMOVE & DISPOSE OF EXISTING CONCRETE CURB & GUTTER. ADDITIONAL 135 LF @ \$2.00/LF = \$270.00

**TOTAL: \$270.00**

*Ky Kennedy*  
Submitted by:

2/2/26

Date

Accepted by:

Date

WE APPRECIATE YOUR BUSINESS AND THE OPPORTUNITY TO SUBMIT THIS PROPOSAL. WE LOOK FORWARD TO ENHANCING THE QUALITY AND CURB APPEAL OF YOUR PROPERTY. IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE CONTACT: KY KENNEDY AT 806-470-1699



Raydon, Inc.  
1465 Elmdale Rd. N. Abilene, TX 79601  
PO Box 671 Breckenridge, TX 76424  
Abilene Ph: 325-548-9369  
Breckenridge Ph: 254-559-5012

Item 21.

**CUSTOMER:**

City of Breckenridge  
ATTN: Cynthia Northrop  
105 N. Rose St.  
Breckenridge, TX 76424  
Ph: 254-477-3019  
  
cnorthrop@breckenridgetx.gov

**REGARDING:**

Phase 3 Paving Improvements  
Overages November 2025

## Change Order Request

# 23265

DATE: December 2, 2025

| DESCRIPTION |
|-------------|
|-------------|

E. ELM

ITEM #10: DEMO, REMOVE & DISPOSE OF EXISTING CONCRETE CURB & GUTTER. ADDITIONAL 464 LF @ \$2.00/LF = \$928.00

**TOTAL: \$928.00**

*Ky Kennedy*  
Submitted by:

12/2/25

Date

Accepted by:

Date

WE APPRECIATE YOUR BUSINESS AND THE OPPORTUNITY TO SUBMIT THIS PROPOSAL. WE LOOK FORWARD TO ENHANCING THE QUALITY AND CURB APPEAL OF YOUR PROPERTY. IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE CONTACT: KY KENNEDY AT 806-470-1699



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Item 21.

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Ph: 254-477-3019  
  
cnorthrop@breckenridgetx.gov

**REGARDING:**

Lindsey & Shelton Water Line Relocation  
  
Revised 1.29.26

## Proposal

# 23293

DATE: December 29, 2025

**DESCRIPTION**

TURN KEY PRICE TO INCLUDE LABOR AND MATERIAL TO PROVIDE THE SERVICES LISTED BELOW IN ACCORDANCE WITH INDUSTRY STANDARDS.

1. HYDROVAC FOR EXISTING GAS LINES, PHONE LINES & (1) 10" CAST IRON WATER LINE ON SOUTH SIDE OF LINDSEY RUNNING WEST TO EAST.
2. EXCAVATE EXISTING 6" CAST IRON WATER LINE ON ALL FOUR SIDES OF INTERSECTION TO INSTALL TAPPING SADDLES & VALVES, HOT TAP 6" CAST IRON MAIN ON ALL FOUR SIDES.
3. INSTALL APPROX. 200 LF OF 6" DR18 C900 PVC PIPE ON WEST LINDSEY ON NORTH SIDE OF STREET WITH VALVES & TEES TO TIE IN TO 6" LINE RUNNING SOUTH ON SHELTON.
4. INSTALL APPROX. 200 LF OF 6" DR18 C900 PVC PIPE FROM NORTH SIDE OF SHELTON WITH VALVES ALONG THE WEST SIDE TO TIE ON TO NEW 6" LINE ON LINDSEY, CROSSING LINDSEY & TYING INTO EXISTING CAST IRON LINE ON SOUTH SIDE OF SHELTON STREET.
5. FIRE HYDRANT: TIE IN EXISTING FIRE HYDRANT BACK ON TO NEW 6". IF FIRE HYDRANT IS ALREADY TIED ON TO THE EXISTING 6" CAST IRON LINE, IT MAY BE TIED ON TO THE EXISTING 10" LINE RUNNING ON LINDSEY ST.

TOTAL MATERIAL: \$30,400.00  
TOTAL LABOR: \$35,000.00  
SUBTOTAL: \$65,400.00  
TAX: EXEMPT  
**TOTAL: \$65,400.00**

*NOTE: THE CITY MAY NOT BE ABLE TO CUT WATER SUPPLY TO THIS INTERSECTION. TO MAKE TIE-INS THERE IS A VALVE ON N. PARKS ST & LINDSEY ST, BUT WE DO NOT KNOW IF THERE IS A VALVE TO THE WEST OF SHELTON ST ON LINDSEY ST. THERE IS ONLY ONE VALVE ON N. SHELTON, NORTH OF LINDSEY ST THAT MAY OR MAY NOT BE RUNNING SOUTH TOWARDS LINDSEY ST. WE DO NOT KNOW OF ANY VALVES TO THE SOUTH OF LINDSEY ON SHELTON. WE MAY NEED TO INSTALL INSERTION VALVE OR SHUT DOWN WATER SYSTEM TO MAKE TIE-INS & KILL OUT. EACH INSERTION VALVE IS \$15,600.00 AND WE MAY NEED (4). WE ALSO DO NOT KNOW THE CONDITION OF THE EXISTING CAST IRON FOR THE INSERTION VALVES TO WORK UNTIL HOT TAPS ARE MADE.*

*Dick Garcia*  
Submitted by

1/29/26  
Date

Accepted by:

Date

WE APPRECIATE YOUR BUSINESS AND THE OPPORTUNITY TO SUBMIT THIS PROPOSAL. WE LOOK FORWARD TO ENHANCING THE QUALITY AND CURB APPEAL OF YOUR PROPERTY. IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE CONTACT: DICK GARCIA AT 254-559-0195



**Raydon, Inc.**  
1465 Elmdale Rd. N. Abilene, TX 79601  
PO Box 671 Breckenridge, TX 76424  
Abilene Ph: 325-548-9369  
Breckenridge Ph: 254-559-5012

Item 21.

**CUSTOMER:**

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ATTN: Cynthia Northrop  
105 N. Rose St.  
Breckenridge, TX 76424  
Ph: 254-477-3019  
  
cnorthrop@breckenridgetx.gov

**REGARDING:**

Phase 3 Paving  
Shelton & Lindsey  
Valve Locating & Hydro Excavation to Isolate Intersection

## Change Order Request

# 23533

DATE: June 24, 2026

**DESCRIPTION**

PRICE TO INCLUDE LABOR AND MATERIAL TO PROVIDE THE SERVICES LISTED BELOW IN ACCORDANCE WITH INDUSTRY STANDARDS.

1. LOCATE WATER VALVES IN THE AREA AROUND THE INTERSECTION OF N. SHELTON & W. LINDSEY STREET TO BE ABLE TO ISOLATE & KILL OUT THE INTERSECTION SO THAT THE TIE-INS TO THE NEW WATER LINE COULD BE MADE. THIS WAS DONE BY WALKING THE ADJACENT STREETS & INTERSECTION LOCATING VALVE COVERS & CLEANING THE TOP OF VALVES WITH HYDROVAC TO CLOSE VALVES. AFTER THIS, WE WENT BACK TO CHECK THE INTERSECTION OF SHELTON & LINDSEY TO SEE IF WE HAD KILLED IT OUT. IT DID NOT COMPLETELY ISOLATE THE INTERSECTION SO WE HAD TO LOCATE WATER LINES ON TO THE NORTH & WEST. WE LOCATED THE WATER LINE TO THE NORTH ON SHELTON AND FIND ACCEPTABLE PIPE AND AN AREA WHERE THE LINE WAS DEEP ENOUGH TO INSTALL AN INSERTA VALVE. ON THE WEST SIDE WE WERE ABLE TO LOCATE A LINE ON THE SOUTH SIDE OF LINDSEY THAT WAS DEEP ENOUGH TO INSTALL AN INSERTA VALVE. WE INSTALLED (2) 6" INSERTA VALVES, CLOSED THEM AND CLOSED VALVES ON DYER & PARKS STREET TO ISOLATE THE INTERSECTION AND MADE TIE-IN TO THE NEW LOWERED WATER LINE.

TOTAL LABOR: \$12,225.00  
TOTAL EQUIPMENT: \$9,125.00  
INSERTA VALVES: \$31,200.00  
SUBTOTAL: \$52,550.00  
TAX: EXEMPT  
**TOTAL: \$52,550.00**

*Dick Garcia* 6/24/26  
Submitted by: Date

Accepted by: Date

WE APPRECIATE YOUR BUSINESS AND THE OPPORTUNITY TO SUBMIT THIS PROPOSAL. WE LOOK FORWARD TO ENHANCING THE QUALITY AND CURB APPEAL OF YOUR PROPERTY. IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE CONTACT: DICK GARCIA AT 254-559-0195





Raydon, Inc.

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Item 21.

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Ph: 254-477-3019  
  
cnorthrop@breckenridgetx.gov

REGARDING:

Lindsey/Shelton Water Line Relocation  
Change Order Revision

## Change Order Request

# 23588

DATE: July 29, 2026

DESCRIPTION

1. CREDIT FOR THE 6" SADDLE & TAP VALVE THAT WAS REMOVED DUE TO WATER LINE BEING TOO SHALLOW CAUSING VALVE TO BE ABOVE STREET LEVEL. ----(-\$7,100.00)

CO REQUEST #23533 - \$52,550.00

DEDUCT 1. (-\$7,100.00)

**REVISED TOTAL: \$45,450.00**

VOID CHANGE ORDER REQUEST #23532 IN THE AMOUNT OF \$8,475.00 (RAYDON WILL DONATE THIS WORK)

Dick Garcia  
Submitted by:

7/29/26  
Date

Accepted by:

\_\_\_\_\_  
Date

WE APPRECIATE YOUR BUSINESS AND THE OPPORTUNITY TO SUBMIT THIS PROPOSAL. WE LOOK FORWARD TO ENHANCING THE QUALITY AND CURB APPEAL OF YOUR PROPERTY. IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE CONTACT: DICK GARCIA AT 254-559-0195



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Item 21.

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cnorthrop@breckenridgetx.gov

REGARDING:

Phase 3 Paving  
Shelton & Lindsey  
6" Water Line Relocation

## Change Order Request

# 23532

DATE: June 24, 2026

DESCRIPTION

PRICE TO INCLUDE LABOR AND MATERIAL TO PROVIDE THE SERVICES LISTED BELOW IN ACCORDANCE WITH INDUSTRY STANDARDS.

1. REMOVE 6" TAPPING VALVE DUE TO EXISTING DUCTILE IRON WATER LINE BEING TOO SHALLOW CAUSING VALVE TO BE ABOVE STREET LEVEL.
2. INSTALL APPROX. 15 LF OF 6" DR18 C900 PVC PIPE & (3) 6" MJ 90s & TIE-IN TO NEW 6" WATER LINE.

TOTAL MATERIAL: \$3,675.00

TOTAL LABOR: \$4,800.00

SUBTOTAL: \$8,475.00

TAX: EXEMPT

**TOTAL: \$8,475.00 VOID**

Raydon will donate this work.

Dick Garcia 6/24/26  
Submitted by: Date

Accepted by: Date

WE APPRECIATE YOUR BUSINESS AND THE OPPORTUNITY TO SUBMIT THIS PROPOSAL. WE LOOK FORWARD TO ENHANCING THE QUALITY AND CURB APPEAL OF YOUR PROPERTY. IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE CONTACT: DICK GARCIA AT 254-559-0195



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Breckenridge Ph: 254-559-5012

Item 21.

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cnorthrop@breckenridgetx.gov

**REGARDING:**

Phase 3 Paving  
Shelton & Lindsey  
Valve Locating & Hydro Excavation to Isolate Intersection

## Change Order Request

# 23533

DATE: June 24, 2026

**DESCRIPTION**

PRICE TO INCLUDE LABOR AND MATERIAL TO PROVIDE THE SERVICES LISTED BELOW IN ACCORDANCE WITH INDUSTRY STANDARDS.

1. LOCATE WATER VALVES IN THE AREA AROUND THE INTERSECTION OF N. SHELTON & W. LINDSEY STREET TO BE ABLE TO ISOLATE & KILL OUT THE INTERSECTION SO THAT THE TIE-INS TO THE NEW WATER LINE COULD BE MADE. THIS WAS DONE BY WALKING THE ADJACENT STREETS & INTERSECTION LOCATING VALVE COVERS & CLEANING THE TOP OF VALVES WITH HYDROVAC TO CLOSE VALVES. AFTER THIS, WE WENT BACK TO CHECK THE INTERSECTION OF SHELTON & LINDSEY TO SEE IF WE HAD KILLED IT OUT. IT DID NOT COMPLETELY ISOLATE THE INTERSECTION SO WE HAD TO LOCATE WATER LINES ON TO THE NORTH & WEST. WE LOCATED THE WATER LINE TO THE NORTH ON SHELTON AND FIND ACCEPTABLE PIPE AND AN AREA WHERE THE LINE WAS DEEP ENOUGH TO INSTALL AN INSERTA VALVE. ON THE WEST SIDE WE WERE ABLE TO LOCATE A LINE ON THE SOUTH SIDE OF LINDSEY THAT WAS DEEP ENOUGH TO INSTALL AN INSERTA VALVE. WE INSTALLED (2) 6" INSERTA VALVES, CLOSED THEM AND CLOSED VALVES ON DYER & PARKS STREET TO ISOLATE THE INTERSECTION AND MADE TIE-IN TO THE NEW LOWERED WATER LINE.

TOTAL LABOR: \$12,225.00  
TOTAL EQUIPMENT: \$9,125.00  
INSERTA VALVES: \$31,200.00  
SUBTOTAL: \$52,550.00  
TAX: EXEMPT  
**TOTAL: \$52,550.00**

**Deduct \$7,100.00 for originally priced 6" saddle & hot tap.**

*Dick Garcia*  
Submitted by:

6/24/26  
Date

Accepted by:

Date

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cnorthrop@breckenridgetx.gov

**REGARDING:**

Phase 3 Paving  
-Additional Quantities (April 2026)

## Change Order Request

# 23471

DATE: May 4, 2026

| DESCRIPTION |
|-------------|
|-------------|

NORTH GLEN ST.

5. TACK COAT (CSS-1H) 1108 GAL x \$6.50/GAL = \$7,202.00

Seth Shortes

5/4/26

Submitted by:

Date

Accepted by:

Date

WE APPRECIATE YOUR BUSINESS AND THE OPPORTUNITY TO SUBMIT THIS PROPOSAL. WE LOOK FORWARD TO ENHANCING THE QUALITY AND CURB APPEAL OF YOUR PROPERTY. IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE CONTACT: SETH SHORTES AT 254-559-0002





## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding approval of Ordinance 2026-20 providing for the Abandonment, Vacation, and Closure of Westwood and Providing for the Conveyance of Said Property

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

---

### **BACKGROUND INFORMATION:**

Cody Wimberly and J. Mercer requested a portion of Westwood Road that lies between their properties be closed. This is a platted street in the Westridge Addition, but is not used as a public thoroughfare. The City obtained a survey of the portion of Westwood Road to be closed.

The City is authorized to close street property pursuant to the Texas Transportation Code and may convey closed street property to adjacent property owners without complying with the notice and bidding process. We have prepared an Ordinance closing this portion of Westwood Road and a Quit Claim Deed conveying the closed street property to Cody Wimberly and J. Mercer jointly.

### **FINANCIAL IMPACT:**

NA

### **STAFF RECOMMENDATION:**

Consider approval of Ordinance 2026-20 as presented.

## ORDINANCE NO. 2026-20

**AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS PROVIDING FOR THE ABANDONMENT, VACATION, AND CLOSURE OF A 0.37 ACRE TRACT OF LAND OUT OF WESTWOOD ROAD, A PLATTED RIGHT OF WAY OF THE REPLAT OF BLOCK 5 AND 6 AND THE NORTH HALF OF BLOCK 4 OF WESTRIDGE ADDITION TO THE CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS; PROVIDING FOR THE TERMS AND CONDITIONS OF THE ABANDONMENT INCLUDING THE CONVEYANCE OF PROPERTY; PROVIDING SAVINGS, REPEALER AND SEVERABILITY CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Breckenridge (the “City”) is a home rule municipality operating under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code;

**WHEREAS**, Section 311.007 of the Texas Transportation Code provides that a home rule municipality may vacate, abandon, and close a street or alley and Sections 253.001(a) and 272.001 of the Texas Local Government Code provides that a city may convey abandoned street or alley property to the adjacent property owners without complying with notice and bidding requirements;

**WHEREAS**, the City has received a request to close, abandon, and vacate a 0.37 acre tract of land situated in the southeast quarter of Section 5 of the Lunatic Asylum Lands, Abstract Number 1285, and being part of Westwood Road, a platted right of way of the Re-Plat of Block 5 and 6 and the North Half of Block 4 of Westridge Addition, and also called to be a 60 foot right of way as depicted in the Baxley Addition to the City of Breckenridge, Stephens County, Texas (the “Street Property”) by property owners, Cody D. Wimberley, Michelle D. Wimberley, J.M. Mercer, and Wilma Tyshann Mercer, whose properties abut the Street Property;

**WHEREAS**, the City wishes to close the Street Property as the streets in question are not used as public thoroughfares; and

**WHEREAS**, the City Commission of the City has determined that it would be to the public benefit to abandon, vacate, and close the Street Property, that said land is not needed for public use and therefore constitutes a public charge without a corresponding public benefit, and that the Street Property should be abandoned, vacated, and closed.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS THAT:**

**SECTION 1. Incorporation of Premises.** The above and foregoing premises are true and correct and are incorporated into the body of this Ordinance as if fully set forth herein.

**SECTION 2. Findings.** After due deliberations, the City Commission has concluded that the adoption of this Ordinance is in the best interest of the City of Breckenridge, Texas and of the public health, safety, and welfare.

**SECTION 3. Streets Abandoned.** The portion of Westwood Road described as a certain 0.37 acre tract of land situated in the southeast quarter of Section 5 of the Lunatic Asylum Lands, Abstract Number 1285, City of Breckenridge, Stephens County, Texas as shown and more further described in the attached **Exhibit “A”** shall be and is hereby abandoned, vacated, and closed insofar as the right, title, and easement of the public is concerned; subject, however, to the conditions, requirements, and restrictions hereinafter more fully set out.

**SECTION 4. Fair Market Value.** The City Commission finds that the Street Property was originally dedicated to the public at no cost to the City, and any fair market value that the Street Property may have is offset from the City’s release from the obligation to maintain the Street Property.

**SECTION 5. Extent of Abandonment.** The abandonment, vacation, and closure provided for herein shall extend only to the public right, title, easement and interest that the City may have and shall be construed to the extent only to that interest which the City may legally and lawfully abandon, vacate, and close, and may be subject to recorded reversionary interests.

**SECTION 6. Conveyance.** The City Secretary is authorized and directed to prepare and record a certified copy of this ordinance in the Real Property Records of Stephens County, Texas. The Mayor is hereby authorized and directed to convey by Quitclaim Deed, in “As Is” condition, all of the interest of the City in and to the Street Property, to the owners of property abutting upon said street.

**SECTION 7. Savings/Repealing Clause.** All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent that they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent an prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 8. Severability.** Should any section, subsection, sentence, clause, phrase of the Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Breckenridge hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

**SECTION 9. Effective Date.** This Ordinance shall become effective immediately upon its adoption.

**DULY PASSED AND APPROVED** by the City Commission of the City of Breckenridge, Texas, this the 1<sup>st</sup> day of September, 2026.

---

Kord Trammel, Mayor

ATTEST:

---

Jessica Sutter, City Secretary





# OWEN SURVEYING CO.

P. O. BOX 336, BRECKENRIDGE, TX 76424

MICHAEL DAVIS,  
PRESIDENT  
OFFICE 254-559-9898  
FAX 254-559-7372

ERIC BRENNAN, RPLS #5560

Firm Number 10069000  
[www.owensurveying.com](http://www.owensurveying.com)

## METES AND BOUNDS DESCRIPTION

0.37 Acre Tract

Page 1 of 2

All that certain 0.37 acre tract or parcel of land in the City of Breckenridge situated in the southeast quarter of Section 5 of the Lunatic Asylum Lands, Abstract Number 1285, original grantee and patentee James F. Brown, filed 18 February 1907, and recorded in volume A page 563 of the Patent Records of the County of Stephens, State of Texas, said tract being part of Westwood Road, a platted right of way of the Re-Plat of Block 5 and 6 and the North 1/2 of Block 4 of Westridge Addition, an addition to said City of Breckenridge according to plat of the same filed 08 July 1975, and located in the plat cabinet in slide 41B of the Plat Records of said Stephens County, and said right of way called to be a 60 foot Right of way as depicted in the Baxley Addition, an addition to said City of Breckenridge according to plat of the same filed 14 August 2008, and located in the plat cabinet in slide 112B of said plat records, and being more particularly described as follows;

**BEGINNING** for the northwest corner of the tract being described herein at a set 1/2 inch rebar on the east line of a called 108.16 acre tract as described in deed to J.M. Mercer et ux, Wilma Tyshann Mercer, filed 15 July 2016, and recorded in volume 2110 page 33 of the Official Public Records of said Stephens County, said rebar being the northwest corner of said Re-Plat, from said rebar, a pipe fence corner post bears North 10 degrees 37 minutes East, a distance of 5.0 feet, and from said rebar, the northeast corner of said Mercer tract bears North 00 degrees 16 minutes 09 seconds West, a distance of 1449.35 feet, said rebar also having a NAD 83 NCTZ (4202) State Plane Coordinates of N:6960545.20 E:1838506.69;

**THENCE:** South 89 degrees 58 minutes 31 seconds East, a distance of 51.97 feet to a set 1/2 inch rebar for the northeast corner of this tract, said rebar being the northwest corner of Lot 1, of Block 1 of said Baxley Addition, same being northwest corner of a tract of land described in deed to Cody D. Wimberley et ux, Michelle D. Wimberley, filed 27 July 2016, and recorded in volume 2110 page 401 of said official public records, from said rebar, a found 1 inch pipe bears North 24 degrees 14 minutes 34 seconds West, a distance of 5.47 feet, and from said rebar, a found 5/8 inch iron rod being the northeast corner of said Lot 1, Block 1 of said Baxley Addition bears South 89 degrees 58 minutes 31 seconds East, a distance of 367.21 feet, and from said rebar, a found nail with washer bears South 25 degrees 53 minutes 28 seconds East, 2.87 feet;

**0.37 Acre Tract**  
**Page 2 of 2**

**THENCE:** South 00 degrees 10 minutes 07 seconds East, with the apparent east line of said Westwood Road, and the west line of said Lot 1, a distance of 312.74 feet to a set 1/2 inch rebar for the southeast corner of this tract, same being the southwest corner of said Lot 1, same being the southwest corner of said Wimberley tract, and said rebar being on the north line of Westwood Road as shown on plat of Westridge Addition, an addition to said City of Breckenridge according to plat of the same filed 28 January 1957, and located in the plat cabinet in slide 56A of said plat records, from said rebar, a found 3/8 inch iron rod bears North 32 degrees 50 minutes 58 seconds East, a distance of 12.86 feet, and from said rebar, a found 60d nail bears North 76 degrees 32 minutes 56 seconds West, a distance of 11.55 feet;

**THENCE:** With a curve turning to the right, having an central angle of 15 degrees 16 minutes 24 seconds, and having a radius of 112.95 feet, and having a chord bearing of North 88 degrees 55 minutes 43 seconds West, and a chord length of 30.02 feet, an arc length of 30.11 feet to a set 1/2 inch rebar for the end of said curve;

**THENCE:** North 81 degrees 17 minutes 31 seconds West, and passing at 21.46 feet a found 3/8 inch rod, and continuing on said course a total distance of 21.67 feet to a set 1/2 inch rebar on the east line of said Mercer tract for the southwest corner of this tract;

**THENCE:** North 00 degrees 16 minutes 09 seconds West, with the east line of said Mercer tract, a distance of 308.92 feet to the **POINT OF BEGINNING** and containing 0.37 of an acre of land.



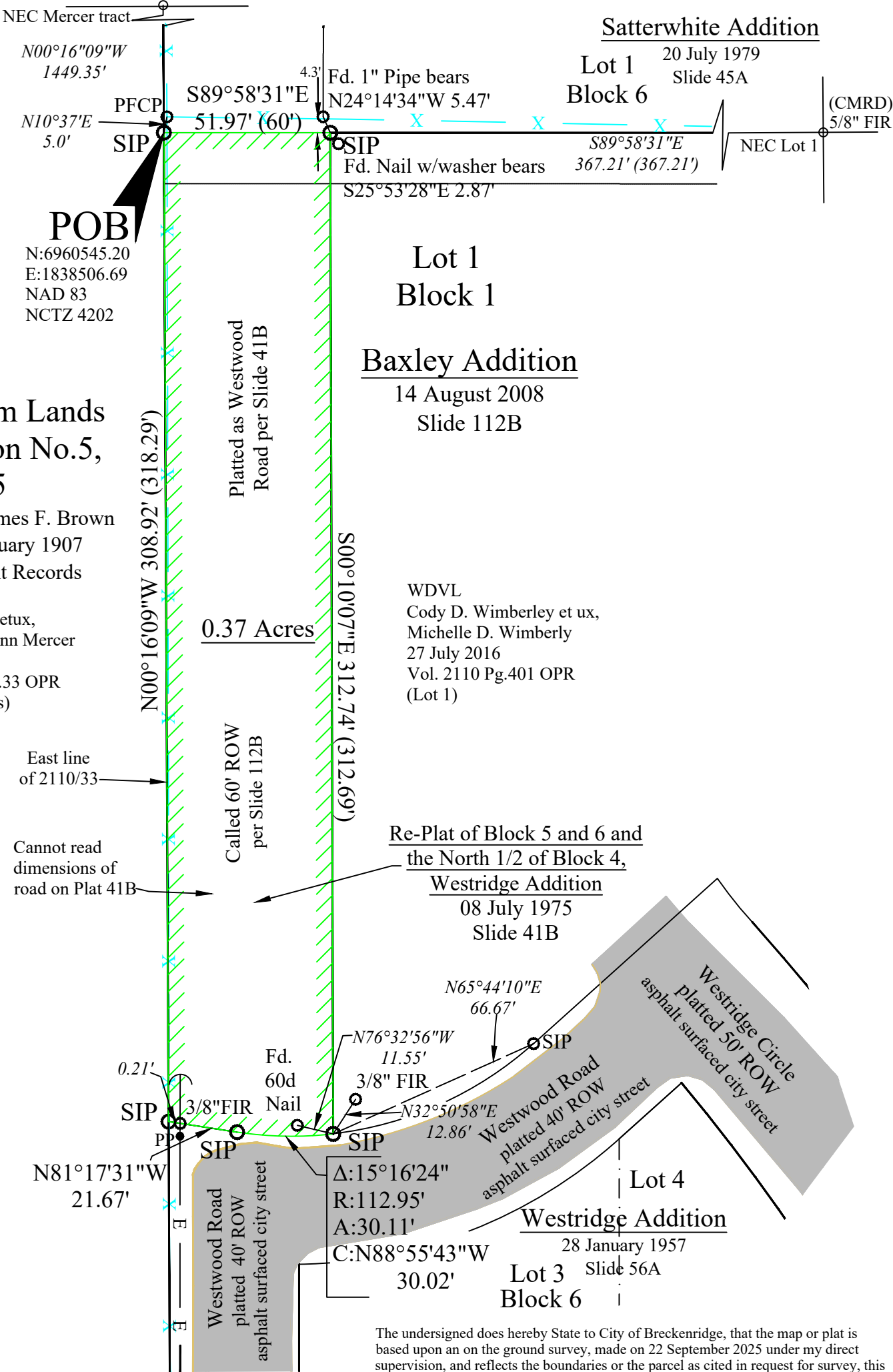
Eric Brennan, Texas Registered  
 Professional Land Surveyor  
 Number 5560  
 Dated 22 December 2025

**Proprietary Assets Notice:**  
This plat and its accompanying field notes, which have been digitally saved, are the exclusive proprietary assets of this surveyor and Owen Surveying Company and therefore all rights for its use are hereby reserved. Any alteration or changes to the original digital copy which is not authorized in writing by this surveyor and Owen Surveying Company is strictly prohibited. Any Alteration to any digital copy of said plat or field notes shall make the unauthorized copy null and void. This surveyor and Owen Surveying Company are not liable for any document that has been altered by any means from its original which was signed, approved and provided by this surveyor and company to its customer. This surveyor and Owen Surveying reserve the right to seek independent legal redress and demand damages for any individual or company making any unauthorized alterations or changes to the original document or any person or company intentionally making use of a document that is known to have unauthorized alterations. If any person becomes aware or has knowledge of any unauthorized use or alteration of this plat or field notes, then that person shall promptly notify this surveyor or Owen Surveying of such unauthorized use or alteration or that person shall become liable for the unauthorized use.

Lunatic Asylum Lands  
SE/4 Section No.5,  
A-1285

grantee and patentee James F. Brown  
patent filed 18 February 1907  
Vol.A Pg.563 Patent Records

J. M. Mercer etux,  
Wilma Tyshann Mercer  
15 July 2016  
Vol. 2110 Pg.33 OPR  
(108.16 Acres)



- SURVEY NOTES:**
- This survey is made subject to any rights that may exist in adjoining land owners to any portion of the subject property that may constitute accretion, the length of time any fence has been located on the subject property or adjoining property, conflicts in interest, any enforceable rights of adjoining owners and any claims of adverse possession. Please seek legal counsel in these regards.
  - Adjoining tract data is for informational purposes only and does not represent a complete survey of those lands. Possible conflicts in adjoining property lines may arise from a current survey of those parcels. This plat represents a survey of the boundaries and improvements of the parcels cited in request for survey. This plat does not represent a complete survey of adjoining lands.
  - The surveyor has made no investigation or independent search for lease lines, easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that a current title search may disclose.
  - This plat or map represents a survey of the surface of the tract of land as cited in request survey and was performed from an actual survey made upon the surface of the earth. A survey or investigation for sub-surface features was not performed. The surveyor does not state that there is or is not any underground or subsurface structure/s features or other objects manmade or natural below the surface of the tract as shown hereon.
  - Coordinates shown hereon are for general locative purposes only and are not the controlling feature for the position shown hereon.



NOTE: For Metes and Bounds  
See Accompanying Document



Boundary survey on 0.37 Acres being part of a  
platted 60' Right of Way of Block 1 of the  
Baxley Addition, an addition to  
the City of Breckenridge,  
County of Stephens, State of Texas

**OWEN SURVEYING CO.**

FIRM #10069000 WWW.OWENSURVEYING.COM  
110 W. ELLIOTT ST., BRECKENRIDGE, TX 76424  
PHONE (254)559-9898 FAX (254)559-7372 CELL (254)559-0127

BOUNDARY PLAT: STEPHENS COUNTY  
DRAWN BY: CH CHECKED BY: EB

Scale:  
1" = 40'

Date:  
22 December 2025

Print Number  
B - 570B

Basis of Bearings  
NAD83 NCTZ (4202) Grid North Bearings  
Distances reflect surface measurements  
Owen Surveying Co., Copyrights Reserved 2025

**Legend**  
PP= Power Pole  
SIP= Set 1/2 inch Rebar with  
plastic cap marked  
OWEN SURV 5560  
-X-= Fence  
-EC-= Electric, and Cable line  
WM= Water Meter  
GM= Gas Meter  
FIR= Fd iron rod  
(CM) = Controlling Monument  
(RD) = Record Dignity

This Plat subject to any  
subdivision regulations that  
may exist and apply to this  
subdivision.

This parcel has offsite  
controlling monuments.

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

### QUITCLAIM DEED

THE STATE OF TEXAS                   §  
                                                   §       KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF STEPHENS               §

The City of Breckenridge, Texas, a municipal corporation whose mailing address is 105 N. Rose Avenue, Breckenridge, Texas 76424 ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has QUITCLAIMED and does QUITCLAIM to Cody D. Wimberley et ux., Michelle D. Wimberley, individuals whose mailing address is 804 Westridge Circle, Breckenridge, Texas, 76424, and J.M. Mercer III et ux., Wilma Tyshann Mercer, individuals whose mailing address is 3 Sierra Drive, Breckenridge, Texas, 76424 (together, "Grantees"), all of Grantor's right, title, and interest in and to the real property in Breckenridge, Stephens County, Texas, described as follows (the "Property"):

All that certain 0.37 acre tract or parcel of land in the City of Breckenridge, situated in the southeast quarter of Section 5 of the Lunatic Asylum Lands, Abstract Number 1285, original grantee and patentee James F. Brown, filed 18 February 1907, and recorded in volume A page 563 of the Patent Records of the County of Stephens, State of Texas, said tract being a part of Westwood Road, a platted right of way of the Re-Plat of Block 5 and 6 and the North 1/2 of Block 4 of Westridge Addition, an addition to said City of Breckenridge according to plat of the same filed 08 July 1975, and located in the plat cabinet in slide 41B of the Plat Records of said Stephens County, and said right of way called to be a 60 foot Right of way as depicted in the Baxley Addition, an addition to said City of Breckenridge according to plat of the same filed 14 August 2008, and located in the plat cabinet in slide 112B of said plat records, and being more particularly described in the attached Exhibit "A".

THIS CONVEYANCE IS MADE SUBJECT TO all present zoning, deed restrictions, and all utility easements, whether apparent, non-apparent, aerial, surface, or underground.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances to it in any way belonging, to Grantees, their successors, and their assigns forever, WITHOUT ANY WARRANTIES OR REPRESENTATIONS BY GRANTOR, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY, OR MARKETABILITY OF THE PROPERTY; so that neither Grantor nor Grantor's heirs, administrators, executors, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

Grantees, by acceptance of this deed, acknowledge that Grantor is tax-exempt and Grantees assume



payment of all standby charges, ad valorem taxes, rollback taxes and assessments for the 2026 calendar year and later calendar years not yet due and payable, or rollback taxes hereafter assessed, each to the extent attributable to all or part of the Property.

EXECUTED as of September \_\_\_, 2026.

[Execution pages follow]

**GRANTOR:**  
**CITY OF BRECKENRIDGE**

\_\_\_\_\_  
Kord Trammel, Mayor

THE STATE OF TEXAS       §

COUNTY OF STEPHENS       §

BEFORE ME, on this day personally appeared Kord Trammel, Mayor, City of Breckenridge, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this \_\_\_\_\_ day of September, 2026.

\_\_\_\_\_  
Notary Public for the State of Texas

**ACCEPTED AND AGREED:  
CODY D. WIMBERLEY**

\_\_\_\_\_  
Cody D. Wimberley

THE STATE OF TEXAS           §

COUNTY OF STEPHENS       §

BEFORE ME, on this day personally appeared Cody D. Wimberley, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this \_\_\_\_\_ day of September, 2026.

\_\_\_\_\_  
Notary Public for the State of Texas

**ACCEPTED AND AGREED:  
MICHELLE D. WIMBERLEY**

\_\_\_\_\_  
Michelle D. Wimberley

THE STATE OF TEXAS           §

COUNTY OF STEPHENS       §

BEFORE ME, on this day personally appeared Michelle D. Wimberley, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this \_\_\_\_\_ day of September, 2026.

\_\_\_\_\_  
Notary Public for the State of Texas

**ACCEPTED AND AGREED:  
J.M. MERCER III**

\_\_\_\_\_  
J.M. Mercer III

THE STATE OF TEXAS       §  
  
COUNTY OF STEPHENS       §

BEFORE ME, on this day personally appeared J.M. Mercer III, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this \_\_\_\_\_ day of September, 2026.

\_\_\_\_\_  
Notary Public for the State of Texas

**ACCEPTED AND AGREED:  
WILMA TYSHANN MERCER**

\_\_\_\_\_  
Wilma Tyshann Mercer

THE STATE OF TEXAS       §  
  
COUNTY OF STEPHENS       §

BEFORE ME, on this day personally appeared Wilma Tyshann Mercer, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this \_\_\_\_\_ day of September, 2026.

\_\_\_\_\_  
Notary Public for the State of Texas



## Exhibit "A"

**OWEN SURVEYING CO.**

P. O. BOX 336, BRECKENRIDGE, TX 76424

MICHAEL DAVIS,  
PRESIDENT  
OFFICE 254-559-9898  
FAX 254-559-7372

ERIC BRENNAN, RPLS #5560

Firm Number 10069000  
[www.owensurveying.com](http://www.owensurveying.com)

**METES AND BOUNDS DESCRIPTION****0.37 Acre Tract****Page 1 of 2**

All that certain 0.37 acre tract or parcel of land in the City of Breckenridge situated in the southeast quarter of Section 5 of the Lunatic Asylum Lands, Abstract Number 1285, original grantee and patentee James F. Brown, filed 18 February 1907, and recorded in volume A page 563 of the Patent Records of the County of Stephens, State of Texas, said tract being part of Westwood Road, a platted right of way of the Re-Plat of Block 5 and 6 and the North 1/2 of Block 4 of Westridge Addition, an addition to said City of Breckenridge according to plat of the same filed 08 July 1975, and located in the plat cabinet in slide 41B of the Plat Records of said Stephens County, and said right of way called to be a 60 foot Right of way as depicted in the Baxley Addition, an addition to said City of Breckenridge according to plat of the same filed 14 August 2008, and located in the plat cabinet in slide 112B of said plat records, and being more particularly described as follows;

**BEGINNING** for the northwest corner of the tract being described herein at a set 1/2 inch rebar on the east line of a called 108.16 acre tract as described in deed to J.M. Mercer et ux, Wilma Tyshann Mercer, filed 15 July 2016, and recorded in volume 2110 page 33 of the Official Public Records of said Stephens County, said rebar being the northwest corner of said Re-Plat, from said rebar, a pipe fence corner post bears North 10 degrees 37 minutes East, a distance of 5.0 feet, and from said rebar, the northeast corner of said Mercer tract bears North 00 degrees 16 minutes 09 seconds West, a distance of 1449.35 feet, said rebar also having a NAD 83 NCTZ (4202) State Plane Coordinates of N:6960545.20 E:1838506.69;

**THENCE:** South 89 degrees 58 minutes 31 seconds East, a distance of 51.97 feet to a set 1/2 inch rebar for the northeast corner of this tract, said rebar being the northwest corner of Lot 1, of Block 1 of said Baxley Addition, same being northwest corner of a tract of land described in deed to Cody D. Wimberley et ux, Michelle D. Wimberley, filed 27 July 2016, and recorded in volume 2110 page 401 of said official public records, from said rebar, a found 1 inch pipe bears North 24 degrees 14 minutes 34 seconds West, a distance of 5.47 feet, and from said rebar, a found 5/8 inch iron rod being the northeast corner of said Lot 1, Block 1 of said Baxley Addition bears South 89 degrees 58 minutes 31 seconds East, a distance of 367.21 feet, and from said rebar, a found nail with washer bears South 25 degrees 53 minutes 28 seconds East, 2.87 feet;

**0.37 Acre Tract**  
**Page 2 of 2**

**THENCE:** South 00 degrees 10 minutes 07 seconds East, with the apparent east line of said Westwood Road, and the west line of said Lot 1, a distance of 312.74 feet to a set 1/2 inch rebar for the southeast corner of this tract, same being the southwest corner of said Lot 1, same being the southwest corner of said Wimberley tract, and said rebar being on the north line of Westwood Road as shown on plat of Westridge Addition, an addition to said City of Breckenridge according to plat of the same filed 28 January 1957, and located in the plat cabinet in slide 56A of said plat records, from said rebar, a found 3/8 inch iron rod bears North 32 degrees 50 minutes 58 seconds East, a distance of 12.86 feet, and from said rebar, a found 60d nail bears North 76 degrees 32 minutes 56 seconds West, a distance of 11.55 feet;

**THENCE:** With a curve turning to the right, having an central angle of 15 degrees 16 minutes 24 seconds, and having a radius of 112.95 feet, and having a chord bearing of North 88 degrees 55 minutes 43 seconds West, and a chord length of 30.02 feet, an arc length of 30.11 feet to a set 1/2 inch rebar for the end of said curve;

**THENCE:** North 81 degrees 17 minutes 31 seconds West, and passing at 21.46 feet a found 3/8 inch rod, and continuing on said course a total distance of 21.67 feet to a set 1/2 inch rebar on the east line of said Mercer tract for the southwest corner of this tract;

**THENCE:** North 00 degrees 16 minutes 09 seconds West, with the east line of said Mercer tract, a distance of 308.92 feet to the **POINT OF BEGINNING** and containing 0.37 of an acre of land.



Eric Brennan, Texas Registered  
 Professional Land Surveyor  
 Number 5560  
 Dated 22 December 2025

# OWEN SURVEYING CO.

P. O. BOX 336, BRECKENRIDGE, TX 76424

MICHAEL DAVIS,  
PRESIDENT  
OFFICE 254-559-9898  
FAX 254-559-7372

ERIC BRENNAN, RPLS #5560

Firm Number 10069000  
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## METES AND BOUNDS DESCRIPTION

### 0.37 Acre Tract

#### Page 1 of 2

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**0.37 Acre Tract**  
**Page 2 of 2**

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**THENCE:** With a curve turning to the right, having an central angle of 15 degrees 16 minutes 24 seconds, and having a radius of 112.95 feet, and having a chord bearing of North 88 degrees 55 minutes 43 seconds West, and a chord length of 30.02 feet, an arc length of 30.11 feet to a set 1/2 inch rebar for the end of said curve;

**THENCE:** North 81 degrees 17 minutes 31 seconds West, and passing at 21.46 feet a found 3/8 inch rod, and continuing on said course a total distance of 21.67 feet to a set 1/2 inch rebar on the east line of said Mercer tract for the southwest corner of this tract;

**THENCE:** North 00 degrees 16 minutes 09 seconds West, with the east line of said Mercer tract, a distance of 308.92 feet to the **POINT OF BEGINNING** and containing 0.37 of an acre of land.



Eric Brennan, Texas Registered  
 Professional Land Surveyor  
 Number 5560  
 Dated 22 December 2025



This Document Was Prepared by:

HAILEE PESCH  
PO BOX 507  
BRECKENRIDGE, TX 76424

This Space Reserved for Recording Purposes

After Recording Please Return to:

### QUITCLAIM DEED

QUITCLAIM DEED, made this 4 day of August, 2026

STEPHENS

Houston Satterwhite III

County ("grantor"), for and in consideration of the sum of

\$1,000.00

HAILEE PESCH

DOLLARS (\$ ), the receipt and sufficiency of which is hereby acknowledged and received,

and for other good and valuable consideration received, does hereby remise, release and quitclaim unto

JM MERCER

("grantee"), whose mailing

address is 3 SIERRA DRIVE, BRECKENRIDGE TX 76424 his/her

heirs and assigns, the following described premises, County of STEPHENS, State of

TEXAS, described as follows (enter legal description):

ABST: 1285, Tract: SE1/4 (34.7 x 350) Acres: 0.280

Prop ID: R000019329

GEOID: 21285.005.006.00

Also known as street and number THERE IS NO 911 ADDRESS (Empty parcel)

Tax Parcel ID# R000019329

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Hailee Pesch  
Grantor

H. Satterwhite III  
Grantor

Witness (if required)

Witness (if required)

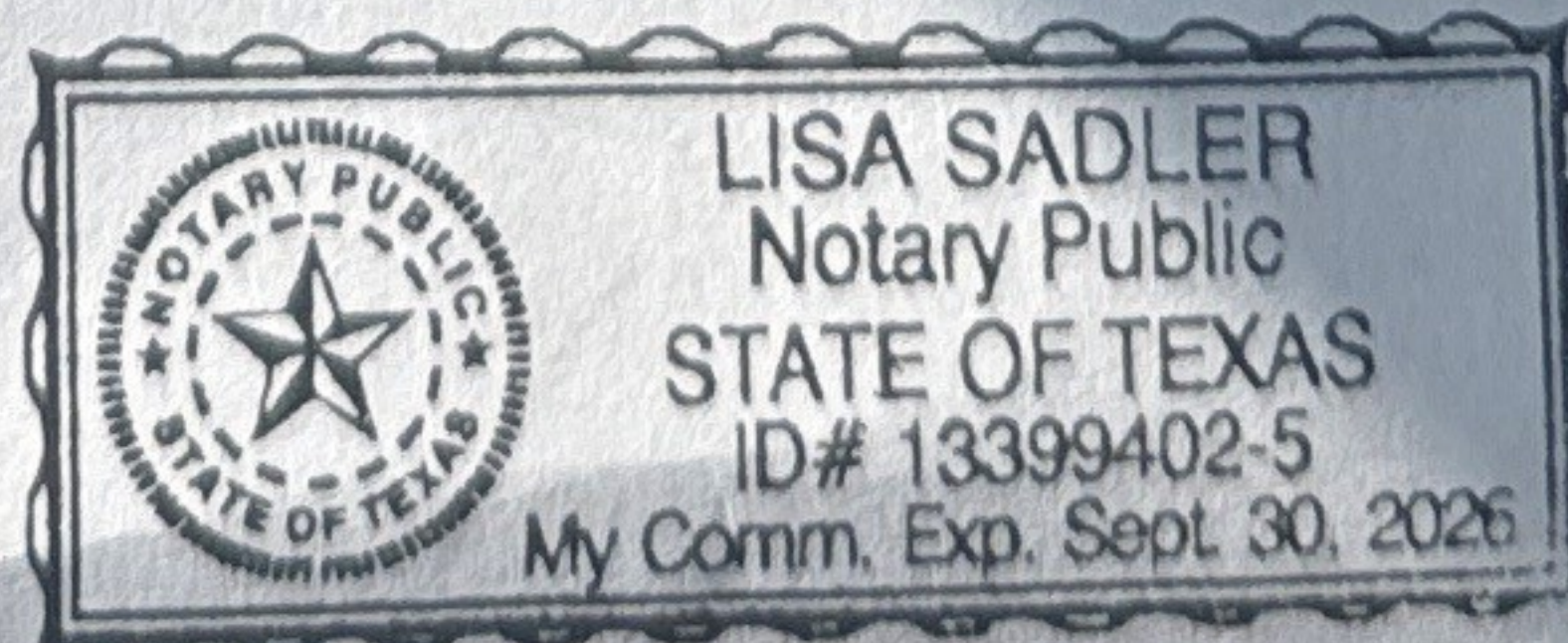
STATE OF )

COUNTY OF ) ss:

The foregoing instrument was acknowledged before me, LISA SADLER, a notary public in and for the state of TEXAS by

Houston Satterwhite III & Hailee Pesch  
on the 4 day of August, 2026.

Witness my hand and official seal



NOTARY PUBLIC

My commission expires 9/30/26

[NOTARY SEAL]

00001290 Pages: 1 OPR Vol:2301 P: 594  
Filed 08/04/2026 09:32:35 AM By: amyb

QCD  
Jackie Ensey - Stephens, TX County Clerk







## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action Resolution 2026-27; Surplus Bricks to TDCJ

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

---

### BACKGROUND INFORMATION:

A TDCJ Representative, Kord Trammel, contacted the City regarding the donation of surplus bricks. This Resolution would allow the City Commission to find that certain discarded, non-historical bricks from a construction project (Downtown Revitalization Project Phase 2) are not needed and recognize that the TDCJ, Walker Sayle Unit is in need and has agreed to retrieve the materials from the worksite and that it would serve a public purpose of the City for materials to be transferred to TDCJ.

### FINANCIAL IMPACT:

NA

### STAFF RECOMMENDATION:

Consider approval of Resolution 2026-27 as presented.

## RESOLUTION NO. 2026-27

### A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS DECLARING CERTAIN MATERIALS AS SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION OF SAID SURPLUS PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Breckenridge (the “City”) is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

**WHEREAS**, the City Commission of the City (the “City Commission”) finds that certain discarded non-historical bricks from a construction project occurring at Rose and McAmis (the “Materials”) are not needed by the City and are hereby declared to be surplus property;

**WHEREAS**, the City Commission finds that the Texas Department of Criminal Justice – Walker Sayle Unit (“TDCJ”) is in need of such Materials and has agreed to retrieve the Materials from the worksite, which would save the City and the City’s contractor the time in disposing of the Materials; and

**WHEREAS**, the City Commission finds that it would serve a public purpose of the City for the Materials to be transferred to TDCJ as described herein.

### **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS THAT:**

1. The foregoing recitals are adopted as facts and are incorporated fully herein.
2. The City Commission hereby declares the Materials, as defined herein, as surplus property that is not needed by the City of Breckenridge.
3. The City Commission authorizes TDCJ to retrieve and take possession of the Materials as described herein.
4. The City Manager is hereby authorized and directed to take all necessary actions and execute any necessary paperwork to transfer the Materials to TDCJ.
5. This resolution shall take effect immediately upon its adoption by the City Commission.

**PASSED, ADOPTED, AND APPROVED** by the City Commission of the City of Breckenridge, Texas this the 1<sup>st</sup> day of September 2026.

\_\_\_\_\_  
Kord Trammel, Mayor

**ATTEST:**

\_\_\_\_\_  
Jessica Sutter, City Secretary



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action on approving Ordinance 2026-18 adopting a budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027, in accordance with the laws of the State of Texas, appropriating the various amounts thereof, and repealing all Ordinances in conflict therewith; and providing for an effective date.

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

---

### BACKGROUND INFORMATION:

The notice of the Public Hearing to consider the FY 2026-2027 City of Breckenridge Budget was published on August 20, 2026, as provided by Section 102.005(b) of the Texas Local Government Code.

|                         |                     |
|-------------------------|---------------------|
| Proposed Tax Rate       | \$1.01893 per \$100 |
| No New Revenue Tax Rate | \$0.90389 per \$100 |
| Voter Approval Tax Rate | \$1.07204 per \$100 |

“The budget will raise more total property taxes than last year’s budget by \$204,118 (7.81%) and of that amount \$28,904 tax revenue to be raised from new property added to the roll this year.”

### SUMMARY OF PROPOSED 2026-2027 BUDGET

|                                              |                 |
|----------------------------------------------|-----------------|
| General Fund: For Maintenance & Operating    | \$ 5,659,519.00 |
| Water Fund: For Maintenance & Operating      | \$ 2,759,986.00 |
| Wastewater Fund: For Maintenance & Operating | \$ 1,674,399.00 |
| Sanitation Fund: For Maintenance & Operating | \$ 530,709.00   |
| Equipment Replacement                        | \$ 487,766.00   |
| Street Maintenance Sales Tax Fund            | \$ 200,600.00   |
| General Debt Service Fund                    | \$ 825,061.00   |
| Revenue Debt Service Fund                    | \$ 761,086.00   |



**FINANCIAL IMPACT:**

See above.

**STAFF RECOMMENDATION:**

Consider approval of Ordinance 2026-18 and set and approve the Municipal Budget for the 2026-2027 Fiscal Year.

**ORDINANCE NO. 2026-18****AN ORDINANCE ADOPTING THE BUDGET AND APPROPRIATED RESOURCES FOR THE BUDGET YEAR BEGINNING ON OCTOBER 1, 2026 AND ENDING ON SEPTEMBER 30, 2027.****BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS:**

- Section 1. That the budget estimate of the revenues and expenditures for the City of Breckenridge, Texas, as prepared by the City Manager and approved by the City Commission for the fiscal year beginning on October 1, 2026, and ending on September 30, 2027, be and is hereby adopted as the budget for such fiscal year.
- Section 2. That the sum of \$5,659,519 is hereby appropriated out of the General Fund as follows:
- Section 3. That the sum of \$2,759,986 is hereby appropriated out the Water Fund as follows:
- Section 4. That the sum of \$1,674,399 is hereby appropriated out of Wastewater Fund as follows:
- Section 5. That the sum of \$530,709 is hereby appropriated out of Sanitation Fund as follows:
- Section 6. That the sum of \$487,766 is hereby appropriated out of the Equipment Replacement Fund.
- Section 7. That the sum of \$200,600 is hereby appropriated out of the Street Maintenance Sales Tax Fund.
- Section 8. That the sum of \$825,061 is hereby appropriated out of the General Debt Service Fund.
- Section 9. That the sum of \$761,086 is hereby appropriated out of the Revenue Debt Service Fund.
- Section 10. That this ordinance be in full force and effect from and after its adoption.

**PASSED, APPROVED AND ADOPTED BY THE CITY COMMISSION THIS 1st DAY OF SEPTEMBER 2026.****CITY OF BRECKENRIDGE, TEXAS**

---

**Kord Trammel, Mayor****ATTEST:**

---

**Jessica Sutter, City Secretary**

S E A L



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding approval of Resolution 2026-26 ratifying the tax revenue for the tax year 2026 (FY 2026-2027) for the City of Breckenridge

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

---

### BACKGROUND INFORMATION:

The Public Hearing on proposed tax rate increase was held Tuesday, August 25, 2026, during a special meeting held at City Hall, 105 N. Rose, Breckenridge, Texas.

|                                 |                     |
|---------------------------------|---------------------|
| Proposed Tax Rate               | \$1.01893 per \$100 |
| Last year's (FY 24/25) Tax Rate | \$1.02893 per \$100 |
| No New Revenue Tax Rate         | \$0.90389 per \$100 |
| Voter Approval Tax Rate         | \$1.07204 per \$100 |

'The budget will raise more total property taxes than last year's budget by \$204,118 (7.81%) and of that amount \$28,904 tax revenue to be raised from new property added to the roll this year.'

### SUMMARY OF PROPOSED 2026-2027 BUDGET

|                                              |                 |
|----------------------------------------------|-----------------|
| General Fund: For Maintenance & Operating    | \$ 5,659,519.00 |
| Water Fund: For Maintenance & Operating      | \$ 2,759,986.00 |
| Wastewater Fund: For Maintenance & Operating | \$ 1,674,399.00 |
| Sanitation Fund: For Maintenance & Operating | \$ 530,709.00   |
| Equipment Replacement                        | \$ 487,766.00   |
| Street Maintenance Sales Tax Fund            | \$ 200,600.00   |
| General Debt Service Fund                    | \$ 825,061.00   |
| Revenue Debt Service Fund                    | \$ 761,086.00   |



**FINANCIAL IMPACT:**

see above

**STAFF RECOMMENDATION:**

Consider approval of Resolution 20265-26 ratifying the tax revenue for the tax year 2026 (FY 2026-2027) for the City of Breckenridge.

## RESOLUTION NO. 2026-26

### A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, RATIFYING THE TAX REVENUE FOR THE TAX YEAR 2026 (FISCAL YEAR 2026-2027) FOR THE CITY OF BRECKENRIDGE, TEXAS.

WHEREAS, Section 102 of the Texas Local Government Code requires a separate vote of the governing body to ratify the property tax revenue increase reflected in the adopted annual budget; and

WHEREAS, proper notice of a public hearing on the proposed budget was provided in accordance with Section 102 of the Texas Local Government Code, and said public hearing was held on September 1, 2026; and

WHEREAS, proper notice of one public hearing on the proposed tax rate was provided in accordance with Chapter 26 of the Tax Code, and said public hearing were held on August 25, 2026; and

WHEREAS, proper notice of the vote on the tax rate was provided in accordance with Chapter 26 of the Tax Code, and said vote was held on September 1, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS:

Section 1: THAT, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

Section 2: THAT, the City Commission of the City of Breckenridge hereby ratifies the property tax revenue increase reflected in the adopted budget for fiscal year 2026-2027 for the City of Breckenridge, Texas

AND IT IS SO RESOLVED.

**Passed by a vote of \_\_\_ to \_\_\_ on this the 1st day of September 2026.**

| <b>Vote on Motion</b>                         | <b>For</b> | <b>Against</b> | <b>Not Present</b> |
|-----------------------------------------------|------------|----------------|--------------------|
| Kord Trammel, Mayor                           |            |                |                    |
| Blake Hamilton, Commissioner 1                |            |                |                    |
| Justin Rose, Commissioner 2                   |            |                |                    |
| Junior Fernandez, Commissioner 3              |            |                |                    |
| Paul Huntington, Mayor Pro-Tem Commissioner 4 |            |                |                    |

**CITY OF BRECKENRIDGE, TEXAS**

**By: \_\_\_\_\_**  
**Kord Trammel, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Jessica Sutter, City Secretary**

S E A L





## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding Ordinance 2026-19 Levying Ad Valorem Taxes for the Use and Support of the Municipal Government of the City of Breckenridge, Texas, and providing for the Interest and Sinking Fund for the Fiscal Year 2026-2027; Directing the collection thereof; and providing for the time of paying the Ad Valorem taxes levied and providing that taxes become delinquent if not paid.

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### BACKGROUND INFORMATION:

The Public Hearing on proposed tax rate increase was held Tuesday, August 25, 2026, during a special meeting held at City Hall, 105 N. Rose, Breckenridge, Texas.

|                                 |                     |
|---------------------------------|---------------------|
| Proposed Tax Rate               | \$1.01893 per \$100 |
| Last year's (FY 24/25) Tax Rate | \$1.02893 per \$100 |
| No New Revenue Tax Rate         | \$1.90389 per \$100 |
| Voter Approval Tax Rate         | \$1.07204 per \$100 |

“The property Tax rate will be increased by the adoption of a tax rate of \$1.01893 which is effectively a .97 percent decrease in the tax rate.”

### SUMMARY OF PROPOSED 2026-2027 BUDGET

|                                              |                 |
|----------------------------------------------|-----------------|
| General Fund: For Maintenance & Operating    | \$ 5,659,519.00 |
| Water Fund: For Maintenance & Operating      | \$ 2,759,986.00 |
| Wastewater Fund: For Maintenance & Operating | \$ 1,674,399.00 |
| Sanitation Fund: For Maintenance & Operating | \$ 530,709.00   |
| Equipment Replacement                        | \$ 487,766.00   |
| Street Maintenance Sales Tax Fund            | \$ 200,600.00   |
| General Debt Service Fund                    | \$ 825,061.00   |
| Revenue Debt Service Fund                    | \$ 761,086.00   |

**FINANCIAL IMPACT:**

See above

**STAFF RECOMMENDATION:**

Move to approve Ordinance 2026-19 and that the property tax rate be increased by the adoption of a tax rate of \$1.01893, which is effectively a .97 percent decrease in the tax rate.

**ORDINANCE NO. 2026-19**

**AN ORDINANCE LEVYING A MAINTENANCE AND OPERATING TAX RATE AND A DEBT TAX RATE FOR THE CITY OF BRECKENRIDGE, TEXAS, FOR THE TAX YEAR 2026.**

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS:**

Section 1. We, the City Commission of the City of Breckenridge, Texas, do hereby levy or adopt the tax rate of \$100 valuation for this city for tax year 2026 as follows:

|                                              |                   |
|----------------------------------------------|-------------------|
| For the General Fund Maintenance & Operation | \$0.73944         |
| General Fund Debt Service                    | \$ 0.27949        |
| <b>TOTAL LEVY</b>                            | <b>\$ 1.01893</b> |

Section 2. That the tax rate for maintenance and operations of \$0.73944 will impose an amount of taxes that exceeds the amount of taxes imposed for that purpose in the preceding year, therefore:

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

Section 3. That the maintenance and operations tax rate of \$0.73944 does exceed the no-new-revenue maintenance and operations rate of \$0.71605.

Section 4. That the City Tax Assessor and Collector of the City of Breckenridge is hereby directed to assess for the 2026 tax year the rates and amounts herein levied, and when such taxes are collected, to distribute the collections in accordance with the ordinance.

Section 5. That this ordinance be in full force and effect from and after its adoption.



**Passed by a vote of \_\_\_\_ to \_\_\_\_ on this the 1st day of September 2026.**

| <b>Vote on Motion</b>                             | <b>For</b> | <b>Against</b> | <b>Not Present</b> |
|---------------------------------------------------|------------|----------------|--------------------|
| Kord Trammel, Mayor                               |            |                |                    |
| Blake Hamilton, Commissioner 1                    |            |                |                    |
| Justin Rose Commissioner 2                        |            |                |                    |
| Junior Fernandez, Commissioner 3                  |            |                |                    |
| Paul Huntington Jr., Mayor Pro Tem Commissioner 4 |            |                |                    |

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**CITY OF BRECKENRIDGE, TEXAS**

\_\_\_\_\_  
**Kord Trammel, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Jessica Sutter, City Secretary**

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## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding Ordinance 2026-17 amending FY 2025-2026 official budget adopted by Ordinance 2025-17

**Department:** Finance

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### BACKGROUND INFORMATION:

Typically, budget amendments are presented either bi-annually or quarterly when a need arises to revise the current year's approved fiscal budget to reflect changes that occur throughout the fiscal year.

### GENERAL FUND 101:

| <b>DEPT 00 - REVENUES:</b> |                                   | From      | To        | Adjust |
|----------------------------|-----------------------------------|-----------|-----------|--------|
| 4029                       | City Sales Tax                    | 1,195,000 | 1,285,000 | 90,000 |
| 4031                       | Mix Beverage Tax                  | 8,000     | 10,000    | 2,000  |
| 4034                       | Property Tax Reduced By Sales     | 293,750   | 316,750   | 23,000 |
| 4114                       | Dog License/Pound Fees            | 4,000     | 4,575     | 575    |
| 4235                       | Pool Rental                       | 8,000     | 8,660     | 660    |
| 4403                       | Gross Receipts Gas Franchise      | 60,000    | 71,670    | 11,670 |
| 4500                       | Municipal Court                   | 30,000    | 36,000    | 6,000  |
| 4501                       | Municipal Court Security Fee      | 650       | 1,350     | 700    |
| 4502                       | Child Safety Fund-Traffic Offence | 500       | 1,360     | 860    |
| 4505                       | Misc. Court Fees                  | 22,000    | 26,000    | 4,000  |
| 4650                       | Capital Grants & Contributions    | 0         | 76,156    | 76,156 |
| 4720                       | Interest Income                   | 5,000     | 6,900     | 1,900  |
| 4739                       | Ins. Casualty Loss- Equipment     | 0         | 6,033     | 6,033  |
| 4741                       | Rev in Lieu of Taxes              | 4,000     | 4,253     | 253    |
| 4742                       | Non Revenue Receipts              | 11,100    | 13,800    | 2,700  |
| 4744                       | Sale of Equip, Lots & Building    | 0         | 15,570    | 15,570 |
| 4745                       | Sale of Materials                 | 0         | 1,239     | 1,239  |
| 4746                       | Cemetery Care & Contrib. Interest | 13,000    | 14,647    | 1,647  |

|                                             |                                |         |         |          |
|---------------------------------------------|--------------------------------|---------|---------|----------|
| 4911                                        | Transfer from Sanitation       | 60,000  | 50,000  | (10,000) |
| <b>DEPT 12 - CITY MANAGER</b>               |                                |         |         |          |
| 5105                                        | Regular Salaries               | 183,352 | 150,352 | (33,000) |
| 5115                                        | Car Allowance                  | 0       | 6,500   | 6,500    |
| 5205                                        | Health Insurance               | 18,000  | 9,000   | (9,000)  |
| 5210                                        | Retirement                     | 16,539  | 14,139  | (2,400)  |
| 5215                                        | Social Security/Medicare       | 14,058  | 11,958  | (2,100)  |
| 5220                                        | Longevity                      | 416     | 208     | (208)    |
| <b>DEPT 13 - CITY SECRETARY</b>             |                                |         |         |          |
| 5105                                        | Regular Salaries               | 66,560  | 108,160 | 41,600   |
| 5114                                        | Phone Allowance                | 0       | 1,300   | 1,300    |
| 5205                                        | Health Insurance               | 9,000   | 18,000  | 9,000    |
| 5210                                        | Retirement                     | 6,009   | 8,409   | 2,400    |
| 5215                                        | Social Security/Medicare       | 5,108   | 7,208   | 2,100    |
| 5220                                        | Longevity                      | 208     | 416     | 208      |
| 5802                                        | Legal Notice                   | 6,000   | 8,320   | 2,320    |
| <b>DEPT 18 - CITY OFFICES</b>               |                                |         |         |          |
| 5408                                        | Building & Grounds Repair      | 1,000   | 2,600   | 1,600    |
| 5521                                        | Building & Ground by Contract  | 3,000   | 10,000  | 7,000    |
| 5544                                        | Contractual Services           | 9,400   | 13,100  | 3,700    |
| 7105                                        | Rentals                        | 8,000   | 11,500  | 3,500    |
| 7235                                        | Building Purchase/Improvements | 0       | 7,253   | 7,253    |
| <b>DEPT 19 - FACILITIES-FIRE DEPARTMENT</b> |                                |         |         |          |
| 5521                                        | Building & Grounds by Contract | 0       | 628     | 628      |
| 5547                                        | Pest Control                   | 0       | 456     | 456      |
| 5701                                        | Electricity                    | 0       | 9,740   | 9,740    |
| 5716                                        | Natural Gas                    | 0       | 5,490   | 5,490    |
| <b>DEPT 20 - POLICE</b>                     |                                |         |         |          |
| 7223                                        | Equipment Purchase             | 5,000   | 54,306  | 49,306   |
| <b>DEPT 24 - MUNICIPAL COURT:</b>           |                                |         |         |          |
| 5544                                        | Contractual Services           | 14,700  | 16,880  | 2,180    |
| 5568                                        | Legal Fees                     | 10,000  | 31,600  | 21,600   |
| <b>DEPT 25 - FIRE</b>                       |                                |         |         |          |
| 7205                                        | Fire Fighting Equip Purchase   | 5,000   | 30,500  | 25,500   |
| <b>DEPT 32 - CEMETERY</b>                   |                                |         |         |          |
| 7230                                        | System Improve Purchase        | 10,620  | 0       | (10,620) |
| <b>DEPT 33 - PARKS &amp; RECREATION:</b>    |                                |         |         |          |
| 5521                                        | Building & Grounds by Contract | 3,000   | 19,628  | 16,628   |
| 5700                                        | Communications                 | 2,700   | 0       | (2,700)  |
| 7233                                        | Parks Improvement Purch        | 4,800   | 18,120  | 13,320   |
| <b>DEPT 43 - STREET:</b>                    |                                |         |         |          |
| 5330                                        | Street Maint Supplies          | 2,500   | 7,500   | 5,000    |
| 5544                                        | Contractual Services           | 16,500  | 5,070   | (11,430) |
| 7552                                        | Heavy Construction Equip Purch | 0       | 6,430   | 6,430    |



**DEPT 90 - NON-DEPARTMENTAL:**

|      |                                 |        |        |          |
|------|---------------------------------|--------|--------|----------|
| 5567 | Attorney                        | 35,000 | 57,000 | 22,000   |
| 5584 | Contingency/Spl. Proj.          | 17,600 | 4,800  | (12,800) |
| 5587 | Unallocated Expenditures        | 52,639 | 22,661 | (29,978) |
| 7600 | Holiday/Retirement/Appreciation | 10,000 | 14,150 | 4,150    |

**WATER FUND 102:****DEPT 00 - REVENUES:**

|                           | From   | To     | Adjust |
|---------------------------|--------|--------|--------|
| 4106 Right of Way Permit  | 2,500  | 21,100 | 18,600 |
| 4230 Service Charges      | 50,000 | 73,250 | 23,250 |
| 4742 Non-Revenue Receipts | 0      | 30,467 | 30,467 |

**DEPT 73 - WATER TREATMENT**

|                                     |        |        |        |
|-------------------------------------|--------|--------|--------|
| 5510 Contract Lab Work              | 7,500  | 10,500 | 3,000  |
| 5511 Water Tank Inspection          | 8,000  | 9,128  | 1,128  |
| 5513 Miscellaneous Engineers        | 5,000  | 10,500 | 5,500  |
| 5519 Equipment Repair by Contract   | 40,000 | 65,000 | 25,000 |
| 5521 Building & Grounds by Contract | 500    | 2,995  | 2,495  |

**DEPT 74 - WATER DISTRIBUTION**

|                                       |         |         |         |
|---------------------------------------|---------|---------|---------|
| 5311 Chemicals                        | 10,000  | 7,000   | (3,000) |
| 5329 Utility Repair Supplies          | 115,000 | 154,500 | 39,500  |
| 5333 Minor Equipment                  | 20,000  | 17,000  | (3,000) |
| 5407 Equip Repair & Maint Supplies    | 6,000   | 4,800   | (1,200) |
| 5415 Lift Stations R & M Supplies     | 5,000   | 3,000   | (2,000) |
| 5508 State Permit/Fines               | 0       | 5,000   | 5,000   |
| 5519 Equipment Repair by Contract     | 5,000   | 8,800   | 3,800   |
| 5524 Lift Stations Repair by Contract | 10,000  | 24,000  | 14,000  |
| 5544 Contractual Services             | 15,000  | 85,000  | 70,000  |
| 7223 Equipment Purchase               | 0       | 93,819  | 93,819  |
| 7230 System Improve Purchase          | 85,000  | 79,000  | (6,000) |

**DEPT 90 - NON-DEPARTMENTAL:**

|                               |         |   |           |
|-------------------------------|---------|---|-----------|
| 5587 Unallocated Expenditures | 123,465 | 0 | (123,465) |
|-------------------------------|---------|---|-----------|

**WASTEWATER FUND 103:****DEPT 00 - REVENUES:**

|                       | From  | To     | Adjust |
|-----------------------|-------|--------|--------|
| 4210 Waste Water Taps | 9,000 | 11,500 | 2,500  |
| 4720 Interest Income  | 3,000 | 3,320  | 320    |

**DEPT 77 - SEWER TREATMENT:**

|                           | From   | To     | Adjust |
|---------------------------|--------|--------|--------|
| 5539 Sludge Disposal      | 35,000 | 42,000 | 7,000  |
| 5544 Contractual Services | 5,000  | 35,000 | 30,000 |
| 7223 Equipment Purchase   | 0      | 93,819 | 93,819 |

**DEPT 90 - NON-DEPARTMENTAL:**

|                               |         |        |           |
|-------------------------------|---------|--------|-----------|
| 5587 Unallocated Expenditures | 193,827 | 65,829 | (127,998) |
|-------------------------------|---------|--------|-----------|

**SANITATION FUND 104:****DEPT 00 - REVENUES:**

|                    | From | To    | Adjust |
|--------------------|------|-------|--------|
| 4732 Misc. Revenue | 0    | 3,006 | 3,006  |

**DEPT 42 - WASTE STATION**

|      |                             |         |         |        |
|------|-----------------------------|---------|---------|--------|
| 5531 | Poly Cart Trash SVC Billing | 350,000 | 420,000 | 70,000 |
| 5544 | Contractual Services        | 500     | 2,000   | 1,500  |

**DEPT 90 - NON-DEPARTMENTAL:**

|      |                          |        |   |          |
|------|--------------------------|--------|---|----------|
| 5587 | Unallocated Expenditures | 45,395 | 0 | (45,395) |
|------|--------------------------|--------|---|----------|

**EQUIPMENT REPLACEMENT FUND 111:****DEPT 00 - REVENUES:**

| DEPT 00 - REVENUES: |                               | From | To      | Adjust  |
|---------------------|-------------------------------|------|---------|---------|
| 4600                | Other Resources Capital Lease | 0    | 233,415 | 233,415 |
| 4720                | Interest Income               | 600  | 620     | 20      |

**DEPT 43 - STREET:**

|      |                                |   |         |         |
|------|--------------------------------|---|---------|---------|
| 7225 | Heavy Construction Equip Purch | 0 | 284,945 | 284,945 |
|------|--------------------------------|---|---------|---------|

**STREET MAINTENANCE SALES TAX 113:****DEPT 00 - REVENUES:**

| DEPT 00 - REVENUES: |                             | From    | To      | Adjust  |
|---------------------|-----------------------------|---------|---------|---------|
| 4030                | 1/4% Street Maint Sales Tax | 100,000 | 299,493 | 199,493 |
| 4720                | Interest Income             | 0       | 1,286   | 1,286   |

**DEPT 84 - STREET MAINTENANCE SALES TAX**

|      |                             |   |         |         |
|------|-----------------------------|---|---------|---------|
| 5330 | Street Maint Supplies       | 0 | 100,000 | 100,000 |
| 7231 | Street Improvement Purchase | 0 | 3,800   | 3,800   |

**FINANCIAL IMPACT:**

See above

**STAFF RECOMMENDATION:**

Consider approval of Ordinance 2026-17 amending FY 2025-2026 official budget adopted by Ordinance 2025-17.

## ORDINANCE NO. 2026-17

### BUDGET AMENDMENT

#### AN ORDINANCE AMENDING THE FISCAL YEAR 2025-2026 OFFICIAL BUDGET, ADOPTED BY ORDINANCE NO. 2025-17

**WHEREAS**, the City of Breckenridge is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the City Commission of the City of Breckenridge previously adopted Ordinance number 2025-17, adopting the Official Budget of the City; and

**WHEREAS**, the City Commission desires to amend Ordinance Number 2025-17, adopting the Official Budget of the City, as detailed below.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, THAT:**

#### SECTION 1

The Official Budget of the City of Breckenridge, adopted by Ordinance No. 2026-17, is hereby amended by the City Commission as follows:

##### GENERAL FUND 101:

| DEPT 00 - REVENUES: |                                   | From      | To        | Adjust |
|---------------------|-----------------------------------|-----------|-----------|--------|
| 4029                | City Sales Tax                    | 1,195,000 | 1,285,000 | 90,000 |
| 4031                | Mix Beverage Tax                  | 8,000     | 10,000    | 2,000  |
| 4034                | Property Tax Reduced By Sales     | 293,750   | 316,750   | 23,000 |
| 4114                | Dog License/Pound Fees            | 4,000     | 4,575     | 575    |
| 4235                | Pool Rental                       | 8,000     | 8,660     | 660    |
| 4403                | Gross Receipts Gas Franchise      | 60,000    | 71,670    | 11,670 |
| 4500                | Municipal Court                   | 30,000    | 36,000    | 6,000  |
| 4501                | Municipal Court Security Fee      | 650       | 1,350     | 700    |
| 4502                | Child Safety Fund-Traffic Offence | 500       | 1,360     | 860    |
| 4505                | Misc. Court Fees                  | 22,000    | 26,000    | 4,000  |
| 4650                | Capital Grants & Contributions    | 0         | 76,156    | 76,156 |
| 4720                | Interest Income                   | 5,000     | 6,900     | 1,900  |
| 4739                | Ins. Casualty Loss- Equipment     | 0         | 6,033     | 6,033  |
| 4741                | Rev in Lieu of Taxes              | 4,000     | 4,253     | 253    |



|      |                                   |        |        |          |
|------|-----------------------------------|--------|--------|----------|
| 4742 | Non Revenue Receipts              | 11,100 | 13,800 | 2,700    |
| 4744 | Sale of Equip, Lots & Building    | 0      | 15,570 | 15,570   |
| 4745 | Sale of Materials                 | 0      | 1,239  | 1,239    |
| 4746 | Cemetery Care & Contrib. Interest | 13,000 | 14,647 | 1,647    |
| 4911 | Transfer from Sanitation          | 60,000 | 50,000 | (10,000) |

**DEPT 12 - CITY MANAGER**

|      |                          |         |         |          |
|------|--------------------------|---------|---------|----------|
| 5105 | Regular Salaries         | 183,352 | 150,352 | (33,000) |
| 5115 | Car Allowance            | 0       | 6,500   | 6,500    |
| 5205 | Health Insurance         | 18,000  | 9,000   | (9,000)  |
| 5210 | Retirement               | 16,539  | 14,139  | (2,400)  |
| 5215 | Social Security/Medicare | 14,058  | 11,958  | (2,100)  |
| 5220 | Longevity                | 416     | 208     | (208)    |

**DEPT 13 - CITY SECRETARY**

|      |                          |        |         |        |
|------|--------------------------|--------|---------|--------|
| 5105 | Regular Salaries         | 66,560 | 108,160 | 41,600 |
| 5114 | Phone Allowance          | 0      | 1,300   | 1,300  |
| 5205 | Health Insurance         | 9,000  | 18,000  | 9,000  |
| 5210 | Retirement               | 6,009  | 8,409   | 2,400  |
| 5215 | Social Security/Medicare | 5,108  | 7,208   | 2,100  |
| 5220 | Longevity                | 208    | 416     | 208    |
| 5802 | Legal Notice             | 6,000  | 8,320   | 2,320  |

**DEPT 18 - CITY OFFICES**

|      |                                |       |        |       |
|------|--------------------------------|-------|--------|-------|
| 5408 | Building & Grounds Repair      | 1,000 | 2,600  | 1,600 |
| 5521 | Building & Ground by Contract  | 3,000 | 10,000 | 7,000 |
| 5544 | Contractual Services           | 9,400 | 13,100 | 3,700 |
| 7105 | Rentals                        | 8,000 | 11,500 | 3,500 |
| 7235 | Building Purchase/Improvements | 0     | 7,253  | 7,253 |

**DEPT 19 - FACILITIES-FIRE DEPARTMENT**

|      |                                |   |       |       |
|------|--------------------------------|---|-------|-------|
| 5521 | Building & Grounds by Contract | 0 | 628   | 628   |
| 5547 | Pest Control                   | 0 | 456   | 456   |
| 5701 | Electricity                    | 0 | 9,740 | 9,740 |
| 5716 | Natural Gas                    | 0 | 5,490 | 5,490 |

**DEPT 20 - POLICE**

|      |                    |       |        |        |
|------|--------------------|-------|--------|--------|
| 7223 | Equipment Purchase | 5,000 | 54,306 | 49,306 |
|------|--------------------|-------|--------|--------|

**DEPT 24 - MUNICIPAL COURT:**

|      |                      |        |        |        |
|------|----------------------|--------|--------|--------|
| 5544 | Contractual Services | 14,700 | 16,880 | 2,180  |
| 5568 | Legal Fees           | 10,000 | 31,600 | 21,600 |

**DEPT 25 - FIRE**

|      |                              |       |        |        |
|------|------------------------------|-------|--------|--------|
| 7205 | Fire Fighting Equip Purchase | 5,000 | 30,500 | 25,500 |
|------|------------------------------|-------|--------|--------|

**DEPT 32 - CEMETERY**

|      |                         |        |   |          |
|------|-------------------------|--------|---|----------|
| 7230 | System Improve Purchase | 10,620 | 0 | (10,620) |
|------|-------------------------|--------|---|----------|

**DEPT 33 - PARKS & RECREATION:**

|      |                                |       |        |         |
|------|--------------------------------|-------|--------|---------|
| 5521 | Building & Grounds by Contract | 3,000 | 19,628 | 16,628  |
| 5700 | Communications                 | 2,700 | 0      | (2,700) |
| 7233 | Parks Improvement Purch        | 4,800 | 18,120 | 13,320  |

**DEPT 43 - STREET:**

|      |                                |        |       |          |
|------|--------------------------------|--------|-------|----------|
| 5330 | Street Maint Supplies          | 2,500  | 7,500 | 5,000    |
| 5544 | Contractual Services           | 16,500 | 5,070 | (11,430) |
| 7552 | Heavy Construction Equip Purch | 0      | 6,430 | 6,430    |

**DEPT 90 - NON-DEPARTMENTAL:**

|      |                                 |        |        |          |
|------|---------------------------------|--------|--------|----------|
| 5567 | Attorney                        | 35,000 | 57,000 | 22,000   |
| 5584 | Contingency/Spl. Proj.          | 17,600 | 4,800  | (12,800) |
| 5587 | Unallocated Expenditures        | 52,639 | 22,661 | (29,978) |
| 7600 | Holiday/Retirement/Appreciation | 10,000 | 14,150 | 4,150    |

**WATER FUND 102:****DEPT 00 - REVENUES:**

| DEPT 00 - REVENUES: |                      | From   | To     | Adjust |
|---------------------|----------------------|--------|--------|--------|
| 4106                | Right of Way Permit  | 2,500  | 21,100 | 18,600 |
| 4230                | Service Charges      | 50,000 | 73,250 | 23,250 |
| 4742                | Non-Revenue Receipts | 0      | 30,467 | 30,467 |

**DEPT 73 - WATER TREATMENT**

|      |                                |        |        |        |
|------|--------------------------------|--------|--------|--------|
| 5510 | Contract Lab Work              | 7,500  | 10,500 | 3,000  |
| 5511 | Water Tank Inspection          | 8,000  | 9,128  | 1,128  |
| 5513 | Miscellaneous Engineers        | 5,000  | 10,500 | 5,500  |
| 5519 | Equipment Repair by Contract   | 40,000 | 65,000 | 25,000 |
| 5521 | Building & Grounds by Contract | 500    | 2,995  | 2,495  |

**DEPT 74 - WATER DISTRIBUTION**

|      |                                  |         |         |         |
|------|----------------------------------|---------|---------|---------|
| 5311 | Chemicals                        | 10,000  | 7,000   | (3,000) |
| 5329 | Utility Repair Supplies          | 115,000 | 154,500 | 39,500  |
| 5333 | Minor Equipment                  | 20,000  | 17,000  | (3,000) |
| 5407 | Equip Repair & Maint Supplies    | 6,000   | 4,800   | (1,200) |
| 5415 | Lift Stations R & M Supplies     | 5,000   | 3,000   | (2,000) |
| 5508 | State Permit/Fines               | 0       | 5,000   | 5,000   |
| 5519 | Equipment Repair by Contract     | 5,000   | 8,800   | 3,800   |
| 5524 | Lift Stations Repair by Contract | 10,000  | 24,000  | 14,000  |
| 5544 | Contractual Services             | 15,000  | 85,000  | 70,000  |
| 7223 | Equipment Purchase               | 0       | 93,819  | 93,819  |
| 7230 | System Improve Purchase          | 85,000  | 79,000  | (6,000) |

**DEPT 90 - NON-DEPARTMENTAL:**

|      |                          |         |   |           |
|------|--------------------------|---------|---|-----------|
| 5587 | Unallocated Expenditures | 123,465 | 0 | (123,465) |
|------|--------------------------|---------|---|-----------|

**WASTEWATER FUND 103:****DEPT 00 - REVENUES:**

| DEPT 00 - REVENUES: |                  | From  | To     | Adjust |
|---------------------|------------------|-------|--------|--------|
| 4210                | Waste Water Taps | 9,000 | 11,500 | 2,500  |
| 4720                | Interest Income  | 3,000 | 3,320  | 320    |

**DEPT 77 - SEWER TREATMENT:**

| DEPT 77 - SEWER TREATMENT: |                      | From   | To     | Adjust |
|----------------------------|----------------------|--------|--------|--------|
| 5539                       | Sludge Disposal      | 35,000 | 42,000 | 7,000  |
| 5544                       | Contractual Services | 5,000  | 35,000 | 30,000 |
| 7223                       | Equipment Purchase   | 0      | 93,819 | 93,819 |

**DEPT 90 - NON-DEPARTMENTAL:**

|      |                          |         |        |           |
|------|--------------------------|---------|--------|-----------|
| 5587 | Unallocated Expenditures | 193,827 | 65,829 | (127,998) |
|------|--------------------------|---------|--------|-----------|

**SANITATION FUND 104:****DEPT 00 - REVENUES:**

|                    | From | To    | Adjust |
|--------------------|------|-------|--------|
| 4732 Misc. Revenue | 0    | 3,006 | 3,006  |

**DEPT 42 - WASTE STATION**

|                                  |         |         |        |
|----------------------------------|---------|---------|--------|
| 5531 Poly Cart Trash SVC Billing | 350,000 | 420,000 | 70,000 |
| 5544 Contractual Services        | 500     | 2,000   | 1,500  |

**DEPT 90 - NON-DEPARTMENTAL:**

|                               |        |   |          |
|-------------------------------|--------|---|----------|
| 5587 Unallocated Expenditures | 45,395 | 0 | (45,395) |
|-------------------------------|--------|---|----------|

**EQUIPMENT REPLACEMENT FUND 111:****DEPT 00 - REVENUES:**

|                                    | From | To      | Adjust  |
|------------------------------------|------|---------|---------|
| 4600 Other Resources Capital Lease | 0    | 233,415 | 233,415 |
| 4720 Interest Income               | 600  | 620     | 20      |

**DEPT 43 - STREET:**

|                                     |   |         |         |
|-------------------------------------|---|---------|---------|
| 7225 Heavy Construction Equip Purch | 0 | 284,945 | 284,945 |
|-------------------------------------|---|---------|---------|

**STREET MAINTENANCE SALES TAX 113:****DEPT 00 - REVENUES:**

|                                  | From    | To      | Adjust  |
|----------------------------------|---------|---------|---------|
| 4030 1/4% Street Maint Sales Tax | 100,000 | 299,493 | 199,493 |
| 4720 Interest Income             | 0       | 1,286   | 1,286   |

**DEPT 84 - STREET MAINTENANCE SALES TAX**

|                                  |   |         |         |
|----------------------------------|---|---------|---------|
| 5330 Street Maint Supplies       | 0 | 100,000 | 100,000 |
| 7231 Street Improvement Purchase | 0 | 3,800   | 3,800   |

**SECTION 2**

The City Secretary is directed to keep and maintain a copy of such Official Budget, as amended, on file in the office of the City Secretary available for inspection by citizens and the general public. Additionally, a true and correct copy of the approved budget amendment shall be filed with the Stephens County Clerk and shall be posted on the City's website.

**SECTION 3**

This ordinance shall be cumulative of all provisions of ordinances of the City of Breckenridge, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of other ordinances, in which even the conflicting provisions of the other ordinances are hereby repealed.

**SECTION 4**

It is hereby declared to be the intention of the City Commission that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if a phrase, clause,



sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Commission without the incorporation in this ordinance of the unconstitutional phrase, clause, sentence, paragraph, or section.

#### **SECTION 5**

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

**DULY PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE ON THIS THE 1st DAY OF SEPTEMBER 2026.**

**APPROVED:**

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**Kord Trammel, Mayor**

**ATTEST:**

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**Jessica Sutter, City Secretary**



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding approval of Ordinance 2026-16 updating the Schedule of Fees (First Reading)

**Department:** Admin

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### BACKGROUND INFORMATION:

The attached Ordinance updating the Schedule of Fees includes revisions (shown in red) to the Chapter 21-Water and Sewer. The updates are in accordance with the action taken by Commission during the August 4, 2026 approving a 4.14% increase in water/wastewater rates in alignment with the water rate study completed by NewGen.

This is the first reading of the Ordinance. The second and final reading of the Ordinance will be held on October 13, 2026, and all rate changes will be effective November 1, 2026.

Changes are as follows:

### Chapter 22, Section D

| Section D                                          | PREVIOUS RATE | NEW RATE |
|----------------------------------------------------|---------------|----------|
| Minimum Security Deposit                           | \$240.00      | \$250.00 |
| Deposit w/2 or more disconnects in 12-month period | \$480.00      | \$500.00 |
| Section L                                          |               |          |
| Cleanup Fee                                        | \$43.02       | \$44.80  |

|                                                           | Inside City Limits |         | Outside City Limits |         |
|-----------------------------------------------------------|--------------------|---------|---------------------|---------|
| Section F-Water Rate Schedule (Residential Single Family) | PREVIOUS           | NEW     | PREVIOUS            | NEW     |
| First 2,000 Gallons (Minimum)                             | \$43.02            | \$44.80 | \$66.04             | \$68.77 |
| Next 3,000 gallons, per thousand                          | \$7.29             | \$7.59  | \$14.59             | \$15.19 |

|                                                        |          |          |           |           |
|--------------------------------------------------------|----------|----------|-----------|-----------|
| Next 5,000 Gallons, per thousand                       | \$7.76   | \$8.08   | \$15.51   | \$16.15   |
| Next 10,000 gallons, per thousand                      | \$9.02   | \$9.39   | \$18.03   | \$18.78   |
| Over 20,000 gallons, per thousand                      | \$10.34  | \$10.77  | \$20.69   | \$21.55   |
| <b>Commercial and Apartments</b>                       |          |          |           |           |
| First 2,000 Gallons (Minimum)                          | \$53.59  | \$55.81  | \$87.18   | \$90.79   |
| Next 3,000 gallons, per thousand                       | \$7.29   | \$7.59   | \$14.59   | \$15.19   |
| Next 5,000 Gallons, per thousand                       | \$7.76   | \$8.08   | \$15.51   | \$16.15   |
| Next 10,000 gallons, per thousand                      | \$9.02   | \$9.39   | \$18.03   | \$18.78   |
| Over 20,000 gallons, per thousand                      | \$10.34  | \$10.77  | \$20.69   | \$21.55   |
| <b>Sewer Service Charges-Residential Single Family</b> |          |          |           |           |
| First 5,000 Gallons (minimum)                          | \$53.67  | \$55.89  | \$97.34   | \$101.37  |
| Over 5,000 Gallons, per thousand                       | \$4.87   | \$5.07   | \$9.73    | \$10.13   |
| Maximum Monthly Charge                                 | \$126.72 | \$131.96 | \$243.29  | \$253.36  |
| <b>All other Use</b>                                   |          |          |           |           |
| First 5,000 gallons (minimum)                          | \$58.54  | \$60.96  | \$107.08  | \$111.51  |
| Over 5,000 gallons, per thousand                       | \$6.49   | \$6.76   | \$12.98   | 13.52     |
| Maximum monthly charge                                 | \$654.00 | \$681.07 | \$1298.00 | \$1351.73 |

**FINANCIAL IMPACT:****STAFF RECOMMENDATION:**

Consider approval of the first reading of Ordinance 2026-16 updating the schedule of fees.



## ORDINANCE NO. 2026-16

### AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS, ADOPTIN A NEW APPENDIX A "FEE SCHEDULE" OF THE BRECKENRIDGE CODE OF ORDINANCES; INCLUDING REVISED RATES FOR CHAPTER 21 WATER AND SEWER; PROVIDING REPEALER AND OPEN MEETINGS CLAUSES, AND ESTABLISHING AND EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Breckenridge desires to provide a single and convenient location for a list of all fees charged by the City of Breckenridge; and

WHEREAS, the City Commission hereby authorizes amendments to the fee schedule by minute order of the City Commission.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS:

- I. Repeal. Ordinance No. 2026-10 adopted on July 7, 2026 is hereby repealed. All other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed to the extent of such conflict.
- II. Enactment. This Ordinance shall be the Fee Schedule Ordinance of the City of Breckenridge and shall establish all fees under the Breckenridge Code of Ordinances.

\*\*\*\*\*

### Fee Schedule of the City of Breckenridge, Texas Effective October 13, 2026

#### I. Chapter 3 - Parks, playgrounds, etc.

(A) Non Profit Organization

Non Profit Organizations may request the rental fee be waived for the facility; however, the deposit shall be required.

(B) Park Pavilion and Trade Barn Rental (Sec. 3.20)

- |     |                                                                                                                                                                                                                                                                                       |         |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| (1) | Daily Rental Fee                                                                                                                                                                                                                                                                      | \$50.00 |
| (2) | A deposit not to exceed \$100.00 shall be charged with said deposit being returned to the renter upon leaving the facilities in an appropriate condition, to include but not be limited to all trash picked up, lights turned off, doors locked and restrooms satisfactorily cleaned. |         |

(C) City Pool Per Session Fee (Sec. 3.20)

- |     |                                                                       |        |
|-----|-----------------------------------------------------------------------|--------|
| (1) | Individual, ages 4 years old and up                                   | \$3.00 |
| (2) | Individual, ages 3 years old and under                                | free   |
| (3) | Child care facility with prior approval from Public Services Director | \$2.00 |

(D) City Pool Punch Cards (Sec. 3.20)

- |     |                                                                                                              |         |
|-----|--------------------------------------------------------------------------------------------------------------|---------|
| (1) | 12 sessions                                                                                                  | \$30.00 |
|     | Punch cards can be purchased at City Hall or The City of Breckenridge Aquatic Center for cash and check only |         |

(E) Pool Party Rates (Sec. 3.20)

- |     |                                                                                         |          |
|-----|-----------------------------------------------------------------------------------------|----------|
| (1) | 2-hour (minimum) rental available on Friday, Saturday, and Sundays. Maximum 150 people. | \$200.00 |
|-----|-----------------------------------------------------------------------------------------|----------|

#### II. Chapter 4 - Animals and Fowl

- |     |                                                                          |                  |
|-----|--------------------------------------------------------------------------|------------------|
| (A) | Permit for Selling, Grooming, Breeding, or Boarding of Dogs (Sec. 4-14): | \$75.00 per year |
|-----|--------------------------------------------------------------------------|------------------|

- (B) Dog License Fee (Sec. 4-20): \$10.00 per year  
 \*The Dog License Fee may be waived by the Animal Services Supervisor in the interest of animal care.
- (C) Impoundment Fees (Sec. 4-31):
- |     |                                                                     |                                            |
|-----|---------------------------------------------------------------------|--------------------------------------------|
| (1) | Impounded dog, cat, or fowl:                                        |                                            |
|     | (a) Pound Fee:                                                      | \$15.00 per animal or fowl                 |
|     | (b) Board Fee:                                                      | \$10.00 per 24-hour period or part thereof |
|     | (c) Impounded dog without City License:                             | \$25.00                                    |
|     | (d) The cost of any vaccinations or veterinary care provided to the | \$25.00 Minimum                            |
| (2) | All other impounded animals:                                        |                                            |
|     | (a) Pound Fee:                                                      | \$20.00 per animal                         |
|     | (b) Board Fee:                                                      | \$15.00 per 24-hour period or part thereof |
|     | (c) The cost of any vaccinations or veterinary care provided to the | \$25.00 Minimum                            |
- (D) Dangerous Dog Registration Fee (Sec 4-40): \$50.00 per year

### **III. Chapter 5 - Buildings and Structures**

For any inspection or review required under Chapter 5 which is performed by a third-party on behalf of the City, the fee to be paid shall be dependent upon the inspection or review.

- (A) Building Permits (Sec. 5-3):
- |     |                                |                                      |
|-----|--------------------------------|--------------------------------------|
| (1) | New Construction:              | \$100.00 plus \$0.05 per square foot |
| (2) | Remodel - Residential:         | \$100.00                             |
| (3) | Remodel - Commercial:          | \$100.00 plus \$0.05 per square foot |
| (4) | Sign, Fence, Roof, and Window: | \$100.00                             |
| (5) | Swimming Pool                  | \$100.00 + \$0.05 per square foot    |
- (B) Demolition Permits (Sec. 5-4): \$100.00 plus insurance
- (C) Electrical Permits (Sec. 5-37):
- |     |                          |                                      |
|-----|--------------------------|--------------------------------------|
| (1) | Residential:             | \$50.00                              |
| (2) | Commercial:              | \$50.00 plus \$0.05 per square foot  |
| (3) | Re-inspection Fee:       | \$50.00 per trip                     |
| (4) | Meter Upgrade:           | \$75.00                              |
| (5) | Solar Panels-Residential | \$250.00                             |
| (6) | Solar Panels-Commercial  | \$250.00 plus \$0.05 per square foot |
- (D) Permit to Move Building (Sec. 5-51): \$50.00
- (E) Plumbing Permits and Inspections (Sec. 5-60.1):
- |     |                                                           |                                     |
|-----|-----------------------------------------------------------|-------------------------------------|
| (1) | Residential:                                              | \$80.00                             |
| (2) | Commercial:                                               | \$150.00                            |
| (3) | Inspections outside of normal business hours:             | \$75.00                             |
| (4) | Inspections - no fee is specifically indicated:           | \$20.00 per hour (1/2 hour minimum) |
| (5) | Additional plan review required by changes, additions, or | \$40.00 per hour (1/2 hour minimum) |
| (6) | Irrigation-Residential                                    | \$80.00                             |
| (7) | Irrigation-Commercial                                     | \$150.00                            |
- (F) Gas Permits and Inspections (Sec. 5-61.1):
- |     |                        |          |
|-----|------------------------|----------|
| (1) | Permit:                | \$50.00  |
| (2) | Residential inspection | \$80.00  |
| (3) | Commercial Inspection  | \$150.00 |
- (G) Mechanical Permits and Inspections (Sec. 5-100):  
 \*For installation of heating, ventilating, refrigeration, or air conditioning systems
- |     |                    |                                      |
|-----|--------------------|--------------------------------------|
| (1) | Residential:       | \$75.00                              |
| (2) | Commercial:        | \$100.00 plus \$0.05 per square foot |
| (3) | Re-inspection Fee: | \$25.00 per trip                     |

(H) Contractor Registration (Sec. 5-112): \$48.00

#### **IV. Chapter 9 - Fire Protection and Prevention**

For any inspection or review required under Chapter 9 which is performed by a third-party on behalf of the City, the fee to be paid the City shall be the City's actual cost in having the third-party perform the inspection or review.

(A) Fire Sprinkler Permits (Sec. 9-9): \$40.00

#### **V. Chapter 10 - Garbage, Trash, Weeds and Other Wastes**

(A) Administrative Sanitation Fee: \$5.00

(B) Trash Rate Codes:

(RI = Residential Inside City Limits, CI = Commercial Inside City Limits, RO = Residential Outside City Limits, CO = Commercial Outside City Limits)

|         |                                 |                       |
|---------|---------------------------------|-----------------------|
| T1 - RI | 1 Poly Cart                     | \$ 17.62              |
| T2 - RI | 2 Poly Carts                    | \$ 26.31              |
| T3 - RI | 3 Poly Carts                    | \$ 34.74              |
| T7 - RO | 1 Poly Cart                     | \$ 17.62              |
| T8 - RO | 2 Poly Carts                    | \$ 26.31              |
| T9 - RO | 3 Poly Carts                    | \$ 34.08              |
| T25     | 1 Poly Cart<br>Delivery/Removal | \$28.00 per<br>occur. |

(C) Convenience Station - Disposal Fee (Sec. 10-40):

#### **CITY OF BRECKENRIDGE CONVENIENCE STATION RULES AND FEES TO BE CHARGED**

Residents get 1 Free Trash Dump (8' Bed P/U Rounded) per month with current water bill and drivers license

#### **ROLL-OFFS-ALL ITEMS MUST BE PUT IN ROLL-OFF NOT ON GROUND**

ITEMS ACCEPTED= NORMAL HOUSEHOLD TRASH

ATTENDANT MAY ADJUST FEES BASED ON SIZE OF LOAD

|           |                         |
|-----------|-------------------------|
| \$ 18.00  | MINIUM FEE              |
| \$ 45.00  | 5-6' BED P/U LEVEL FULL |
| \$ 55.00  | 5-6' BED P/U ROUNDED UP |
| \$ 65.00  | 8' BED P/U LEVEL FULL   |
| \$ 75.00  | 8' BED P/U ROUNDED UP   |
| \$ 140.00 | 16' TRAILER             |
| \$ 175.00 | 20' OR LARGER TRAILER   |

#### **SMALL DUMPSTERS-ALL ITEMS MUST BE PUT IN DUMPSTER NOT ON GROUND**

ITEMS ACCEPTED= NORMAL HOUSEHOLD TRASH/BAGGED TRASH

ATTENDANT MAY ADJUST FEES BASED ON SIZE OF LOAD

|          |                         |
|----------|-------------------------|
| \$ 8.00  | MINIUM                  |
| \$ 20.00 | 5-6' BED P/U LEVEL FULL |
| \$ 30.00 | 5-6' BED P/U ROUNDED UP |
| \$ 30.00 | 8' BED P/U LEVEL FULL   |
| \$ 50.00 | 8' BED P/U ROUNDED UP   |

#### **BRUSH-FEES ARE FOR NON- RESIDENTIAL AND COMMERCIAL USE CUSTOMERS ONLY**

Brush dumping is free for residential customers with current water bill and drivers license

NON-RESIDENTIAL CUSTOMERS

ATTENDANT MAY UDJUST FEES BASED ON SIZE OF LOAD

|          |           |
|----------|-----------|
| \$ 10.00 | TRUCK BED |
|----------|-----------|



\$ 20.00 TRAILER

COMMERCIAL CUSTOMERS

ATTENDANT MAY ADJUST FEES BASED ON SIZE OF LOAD

\$ 20.00 TRUCK BED

\$ 40.00 TRAILER

RECYCLE BINS-CARDBOARD BOXES MUST BE BROKEN DOWN

SEPTIC DUMPING \$0.05 PER GALLON

**ITEMS NOT ACCEPTED**  
 APPLIANCES WITH FREON  
 PAINT-PAINT THINNER  
 CHEMICALS OF ANY KIND  
 TIRES  
 BATTERIES  
 VEHICLE PARTS  
 STONE OR CONCRETE  
 CONSTRUCTION MATERIAL  
 LUMBER MUST BE CUT INTO SHORT LENGTHS 4' OR LESS  
 PALLETS

**BUSINESS HOURS: WEDNESDAY 1PM-5PM, THURS-SAT 9AM-5PM**

**VI. Chapter 13 - Occupational Licenses and Regulations**

|     |                                                          |                     |
|-----|----------------------------------------------------------|---------------------|
| (A) | <u>Permit Fee for Shows, Circuses, etc. (Sec. 13-3):</u> | \$ 50.00<br>Per Day |
| (B) | <u>Peddler License Fees (Sec. 13-65):</u>                |                     |
|     | (1) Peddler or Solicitor:                                |                     |
|     | (a) Application Fee:                                     | \$ 50.00            |
|     | (b) License Fee:                                         | \$ 50.00            |
|     | (2) Itinerant Vendor:                                    |                     |
|     | (a) License Fee:                                         | \$ 250.00           |
|     | (3) Canvasser:                                           |                     |
|     | (a) Application Fee:                                     | None                |
|     | (b) License Fee:                                         | None                |
|     | (4) Mobile Food Vendor:                                  |                     |
|     | (a) Application Fee:                                     | \$ 50.00            |
| (C) | <u>Gaming Machine Fees (Article VI):</u>                 |                     |
|     | (1) Permit Fee:                                          | \$ 1,000.00         |
|     | (2) Occupations Tax (per machine):                       | \$ 15.00            |
| (D) | <u>Sexually Oriented Businesses (Article II):</u>        |                     |
|     | (1) Application Fee                                      | \$ 100.00           |
|     | (2) License Fee (Annual)                                 | \$ 1,500.00         |

**VII. Chapter 14 - Offenses and Miscellaneous Provisions**

|     |                                                          |         |
|-----|----------------------------------------------------------|---------|
| (A) | <u>Sport Shooting Range Application Fee (Sec. 14-2):</u> | \$25.00 |
|-----|----------------------------------------------------------|---------|

**VIII. Chapter 16 - Cemetery**

|     |                           |  |
|-----|---------------------------|--|
| (A) | <u>Costs (Sec. 16-10)</u> |  |
|-----|---------------------------|--|

|     |             |                                  |             |
|-----|-------------|----------------------------------|-------------|
| (1) |             | Administration Fee               | N/A         |
| (2) | Section A   | Plot - Upright Head / Foot Stone | \$ 1,000.00 |
|     |             | Plot - Flat Head / Foot Stone    | \$ 800.00   |
|     |             | Urn                              | \$ 150.00   |
| (3) | Section B   | Plot - Upright Head / Foot Stone | \$ 1,200.00 |
|     |             | Plot - Flat Head / Foot Stone    | \$ 1,000.00 |
|     |             | Urn                              | \$ 150.00   |
| (4) | Section C   | Plot - Upright Head / Foot Stone | \$ 1,000.00 |
|     |             | Plot - Flat Head / Foot Stone    | \$ 800.00   |
|     |             | Urn                              | \$ 150.00   |
| (5) | Section J   | Plot - Upright Head / Foot Stone | \$ 800.00   |
|     |             | Plot - Flat Head / Foot Stone    | \$ 400.00   |
|     |             | Urn                              | \$ 150.00   |
| (6) | Section K   | Plot - Upright Head / Foot Stone | \$ 600.00   |
|     |             | Plot - Flat Head / Foot Stone    | \$ 300.00   |
|     |             | Urn                              | \$ 150.00   |
| (7) | Baby Land   | Plot - Flat Head / Foot Stone    | \$ 50.00    |
| (8) | Columbarium | Niches                           | \$ 400.00   |
|     |             |                                  | \$125.00    |

#### IX. Chapter 17 - Streets and Sidewalks

- (A) Permit for Network Nodes (Sec. 17-77): \$500.00 for up to 5 Nodes\*  
\$250.00 each Node after 5\*
- (B) Permit for Node Support Poles (Sec. 17-77): \$1,000.00\*

*\*These fees shall only be changed pursuant to Chapter 284 of the Texas Local Government Code.*

- (C) Public Right-of-Way Fees (Sec. 17-78):
- |     |                       |                                       |
|-----|-----------------------|---------------------------------------|
| (1) | Transport Facilities: | \$28.00 per Node in Right-of-Way per  |
| (2) | Network Nodes:        | \$250.00 per Node per year**          |
| (3) | Use of Service Poles: | \$20.00 per Pole utilized, per year** |

*\*\*These fees may be increased annually by an amount equal to one-half of the annual change in the consumer price index, as per Section 284.054 of the Texas Local Government Code. Any other changes shall only be made pursuant to Chapter 284 of the Texas Local Government Code.*

#### X. Chapter 21 - Water and Sewers

- (A) Water Taps (Sec. 21-1):
- |      |                                                |             |
|------|------------------------------------------------|-------------|
| (1)  | 3/4-inch water tap only                        | \$ 1,250.00 |
| (2)  | 3/4-inch water tap and pavement repair         | \$ 1,750.00 |
| (3)  | 3/4-inch water tap, bore and pavement repair   | \$ 2,575.00 |
| (4)  | 1-inch water tap only                          | \$ 1,450.00 |
| (5)  | 1-inch water tap and pavement repair           | \$ 1,950.00 |
| (6)  | 1-inch water tap, bore and pavement repair     | \$ 2,775.00 |
| (7)  | 1 1/2-inch water tap only                      | \$ 1,650.00 |
| (8)  | 1 1/2-inch water tap and pavement repair       | \$ 2,150.00 |
| (9)  | 1 1/2-inch water tap, bore and pavement repair | \$ 2,975.00 |
| (10) | 2-inch water tap only                          | \$ 1,850.00 |
| (11) | 2-inch water tap and pavement repair           | \$ 2,350.00 |
| (12) | 2-inch water tap, bore and pavement repair     | \$ 3,175.00 |

(B) Meter Sets (Sec. 21-1):

|     |                                        |                                                      |          |
|-----|----------------------------------------|------------------------------------------------------|----------|
| (1) | 3/4-inch meter set                     | \$                                                   | 486.50   |
| (2) | 3/4-inch meter set outside city limits | \$                                                   | 973.00   |
| (3) | 1-inch meter set                       | \$                                                   | 638.75   |
| (4) | 1-inch meter set outside city limits   | \$                                                   | 1,277.50 |
| (5) | 1.5- inch meter set                    | inside city limits: \$1433.25.... Outside: \$2866.50 |          |
| (6) | 2-inch meter set                       | \$                                                   | 1,517.25 |
| (7) | 2-inch meter set outside city limits   | \$                                                   | 3,034.50 |

(C) Sewer Taps (Sec. 21-1):

|     |                                                                                                                                                    |    |          |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------|----|----------|
| (1) | 4-inch sewer tap only                                                                                                                              | \$ | 1,630.00 |
| (2) | 4-inch sewer tap and pavement repair                                                                                                               | \$ | 1,980.00 |
| (3) | 4-inch sewer tap, bore and pavement repair                                                                                                         | \$ | 3,600.00 |
| (4) | Sewer services larger than four inch require connection to an existing or installed manhole and shall be contracted and paid for by the requester. |    |          |

**ROCK CLAUSE:** *the extra cost for excavation of rock shall be in addition to the fees associated above with the Water and Sewer Taps.*

(D) Minimum Security Deposit (Sec. 21-11):

- (1) Customers in good standing: **\$250.00**  
*At least two times the minimum rate for single-family residential homes within the City limits.*
- (2) Customers with 2 or more disconnects within a 12 month period: **\$500.00**
- (3) If, in the judgement of the Finance Director, the minimum security deposit shall be insufficient to insure the city against loss due to nonpayment of a final bill as a result of a customer's use of water above the normal use or based on the payment history, then such customer shall be required to make a deposit in an amount which in the judgement of the Finance Director will be sufficient to insure the city against loss due to nonpayment of final bill.

(E) Extensions & Pay Arrangements (Sec. 21-11):

- (1) Payment Extensions: ONLY Two (2) extensions of a maximum of ten (10) calendar days will be permitted on each account within a calendar year.
- (2) Payment Arrangements: At the descretion of the Finance Director or her/his designee, payment arrangements will be considered on a case by case basis. Account holder must come in to complete an application for the Finance Director's review, approval and conditions of arrangement fully explained and signed off by the account holder.
- (3) Residential customers may request a temporary exemption of late charges once within a calendar year if they have a satisfactory 12-month history of on-time payments for utilities with the City.

(F) Water Rate Schedule (Sec. 21-12):

|                                       | Inside City Limits | Outside City Limits |
|---------------------------------------|--------------------|---------------------|
| (1) <b>Residential Single Family:</b> |                    |                     |
| First 2,000 gallons (minimum):        | \$ 44.80           | \$ 68.77            |
| Next 3,000 gallons, per thousand:     | \$ 7.59            | \$ 15.19            |
| Next 5,000 gallons, per thousand:     | \$ 8.08            | \$ 16.15            |
| Next 10,000 gallons, per thousand:    | \$ 9.39            | \$ 18.78            |
| Over 20,000 gallons, per thousand:    | \$ 10.77           | \$ 21.55            |
| (2) <b>Commercial and Apartments:</b> |                    |                     |
| First 2,000 gallons (minimum):        | \$ 55.81           | \$ 90.79            |
| Next 3,000 gallons, per thousand:     | \$ 7.59            | \$ 15.19            |
| Next 5,000 gallons, per thousand:     | \$ 8.08            | \$ 16.15            |
| Next 10,000 gallons, per thousand:    | \$ 9.39            | \$ 18.78            |



|     |                                                                                                                                                                                                           |                           |                            |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------|
|     | Over 20,000 gallons, per thousand:                                                                                                                                                                        | \$ 10.77                  | \$ 21.55                   |
| (3) | Add \$5.94 or \$11.89 to the minimum charge for each additional family, apartment or house over two (2) allowed for <b>\$55.81</b> or <b>\$90.79</b> minimum that is connected to the <b>same meter</b> . |                           |                            |
| (4) | <i>Texas Department of Criminal Justice - Walker Sayle Unit:</i><br>per one thousand gallons:                                                                                                             | \$ 8.60                   |                            |
| (5) | <i>Highb Mesa Water Company:</i><br>First 2,000 gallons (minimum):<br>2,001 gallons and over, per one thousand gallons:                                                                                   | \$ 45.50<br>\$ 6.00       |                            |
| (6) | <i>Stephens Regional Special Utility District:</i><br>per one thousand gallons:                                                                                                                           | \$ 6.00                   |                            |
| (7) | <i>Breckenridge Country Club</i><br>Per 1,000 gallons<br>Minimum Monthly fee                                                                                                                              | \$ 0.25<br>\$ 138.90      |                            |
| (8) | <i>Plant Water:</i><br>treated per one thousand gallons:<br>raw per one thousand gallons:                                                                                                                 | \$ 25.00<br>\$ 18.00      |                            |
| (9) | <i>Meter Access:</i><br>Meter Reader unable to access meter to get reading due to customer parking over meter or any blocking meter access in any way.                                                    | \$ 25.00                  |                            |
| (G) | <u>Delinquent Account Fees (Sec. 21-15):</u>                                                                                                                                                              |                           |                            |
| (1) | Late Payment Fee:                                                                                                                                                                                         | \$ 25.00                  |                            |
| (2) | Reconnection Fee:                                                                                                                                                                                         |                           |                            |
|     | (a) During normal operating hours:                                                                                                                                                                        | \$ 25.00                  |                            |
|     | (b) After hours:                                                                                                                                                                                          | \$ 50.00                  |                            |
| (H) | <u>Rereads (Sec. 21-16):</u>                                                                                                                                                                              | \$ 10.00                  |                            |
| (I) | <u>Temporary Disconnection of Service (Sec. 21-17):</u>                                                                                                                                                   |                           |                            |
| (1) | Disconnection during normal operating hours:                                                                                                                                                              | \$ 25.00                  |                            |
| (2) | Disconnection after hours:                                                                                                                                                                                | \$ 50.00                  |                            |
| (3) | Meter Tampering**                                                                                                                                                                                         | \$ 100.00                 |                            |
| (J) | <u>Connection and Transfer Fees (Sec. 21-19):</u>                                                                                                                                                         |                           |                            |
| (1) | Connection Fee:                                                                                                                                                                                           |                           |                            |
|     | (a) During normal operating hours:                                                                                                                                                                        | \$ 25.00                  |                            |
|     | (b) After hours:                                                                                                                                                                                          | \$ 50.00                  |                            |
| (2) | Transfer Fee:                                                                                                                                                                                             |                           |                            |
|     | (a) During normal operating hours:                                                                                                                                                                        | \$ 25.00                  |                            |
|     | (b) After hours:                                                                                                                                                                                          | \$ 50.00                  |                            |
| (K) | Return Check Fee (non-sufficient fund charge)                                                                                                                                                             | \$ 25.00                  |                            |
| (L) | <u>Clean up Fee (Sec. 21-14)</u><br>2000 gallons water usage for 5 days                                                                                                                                   |                           | \$ 44.80                   |
| (M) | <u>Sewer Service Charges (Sec. 21-44):</u>                                                                                                                                                                |                           |                            |
|     |                                                                                                                                                                                                           | <u>Inside City Limits</u> | <u>Outside City Limits</u> |
| (1) | <i>Residential Single Family:</i>                                                                                                                                                                         |                           |                            |
|     | First 5,000 gallons (minimum):                                                                                                                                                                            | \$55.89                   | \$101.37                   |
|     | Over 5,000 gallons, per thousand:                                                                                                                                                                         | \$5.07                    | \$10.13                    |

|     |                                                                                                                                                                                                         |          |            |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|
|     | Maximum monthly charge:                                                                                                                                                                                 | \$131.96 | \$253.36   |
| (2) | <i>All other use:</i>                                                                                                                                                                                   |          |            |
|     | First 5,000 gallons (minimum):                                                                                                                                                                          | \$60.96  | \$111.51   |
|     | Over 5,000 gallons, per thousand:                                                                                                                                                                       | \$6.76   | \$13.52    |
| 2   | Maximum monthly charge:                                                                                                                                                                                 | \$681.07 | \$1,351.73 |
| (3) | <i>* Sewer Irrigation Credit:</i>                                                                                                                                                                       |          |            |
|     | Residential Single Family:                                                                                                                                                                              | \$30.00  | \$60.00    |
|     | All other use:                                                                                                                                                                                          | \$105.00 | \$210.00   |
| (4) | <i>Texas Department of Criminal Justice - Walker Sayle Unit:</i>                                                                                                                                        |          |            |
|     | per thousand gallons of water, or portion thereof, used monthly:                                                                                                                                        |          | \$5.05     |
| (5) | If a customer installs a separate irrigation meter to provide for the separate metering of irrigation water they may request to be charged for water use only and not to be charged for sewer services. |          |            |
| (N) | <u>Reconnection Fee (Sec. 21-44):</u>                                                                                                                                                                   |          |            |
| (1) | Reconnection during normal operating hours:                                                                                                                                                             |          | \$25.00    |
| (2) | Reconnection after hours:                                                                                                                                                                               |          | \$50.00    |

**\* Sewer Irrigation Credit must be requested by the customer each month qualified.**

**\*\* Meter Tampering / Theft of Services:**

In an effort to deter losses in water revenue, service calls and meter repair, any detected water meter tampering will be reported to the police, investigated, and charges filed. Tampering with a water meter is a Class A misdemeanor in Texas and punishable by a fine not to exceed \$4000, confinement in jail for a term not to exceed 1 year, or both. Individuals responsible for tampering may also incur civil liability and additional fees. Anyone who reconnects water service in any way after the city has disconnected the water for nonpayment of delinquent bill. In addition to the amount of the delinquent bill, the reconnect fee, meter tampering fee and any damages shall be paid before water service will be reconnected. Any tampering with meter will result in meter removal and a tampering fee of \$100. Any account charged with tampering fee is required an additional \$300 deposit.

|     |                                                                                     |  |                 |
|-----|-------------------------------------------------------------------------------------|--|-----------------|
| (O) | <u>Penalties for Violations relating to Grease Traps/Interceptors (Sec. 21.93):</u> |  |                 |
| (1) | Blockage Caused by a Generator:                                                     |  |                 |
|     | (a) First Violation:                                                                |  | \$400.00        |
|     | (b) Second Violation (within 2 years of 1st):                                       |  | \$500.00        |
|     | (c) Third Violation (within 2 years of 1st or 2nd):                                 |  | \$750.00        |
|     | (d) Repeat Offenders (in addition to penalty (a), (b), or (c)):                     |  | \$250.00        |
| (2) | General Violations:                                                                 |  |                 |
|     | (a) First Violation:                                                                |  | Written Warning |
|     | (b) Second Violation (within 2 years of warning):                                   |  | \$400.00        |
|     | (c) Third Violation (within 2 years of warning):                                    |  | \$500.00        |
|     | (d) Fourth Violation (within 2 years of warning):                                   |  | \$750.00        |
|     | (e) Repeat Offenders (in addition to penalty (b), (c) or (d)):                      |  | \$250.00        |

**XI. Chapter 22 - Zoning**

|     |                                                       |  |             |
|-----|-------------------------------------------------------|--|-------------|
| (A) | <u>Permits Related to Zoning (Sec. 22-8):</u>         |  |             |
| (1) | Mobile Home Permits:                                  |  | \$100.00    |
| (2) | Certificate of Occupancy (on commercial application): |  | \$100.00    |
| (3) | Locating Portable Building:                           |  | \$50.00     |
| (4) | Zoning:                                               |  | \$400.00    |
| (5) | Preliminary Plat:                                     |  | \$500.00    |
| (6) | Final Plat:                                           |  | \$400.00    |
| (7) | Replat:                                               |  | \$400.00    |
| (8) | Variance Request:                                     |  | \$200.00    |
| (9) | Required Third-Party Review:                          |  | Actual Cost |

**XII. Miscellaneous**

For any inspection required under the Code of Ordinances or state law which is performed by a third-party on behalf of the City, the fee to be paid the City shall be the City's actual cost in having the third-party perform the inspection.

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- III. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Local Government Code.
- IV. Effective Date. This ordinance shall take effect immediately upon its adoption by the City Commission.

The above and foregoing ordinance was duly proposed, read in full, and adopted upon first reading on September 1, 2026 at a regular meeting of the City Commission.

The above and foregoing ordinance was read and finally adopted upon second reading on October 13, 2026 at a regular meeting of the City Commission.

\_\_\_\_\_  
Kord Trammel, Mayor

ATTEST:

\_\_\_\_\_  
Jessica Sutter, City Secretary

S E A L