



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

November 01, 2022 at 5:30 PM

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 November 01, 2022 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.

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

1. 2022 4th Quarter Financials
2. Upcoming city events
3. City business updates

CONSENT AGENDA

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

4. Consider approval of the October 11, 2022 Regular Commission meeting minutes as recorded.

- [5.](#) Consider approval of the Cities financials through September 30, 2022 including the quarterly investment reports.
- [6.](#) Consider approval of Resolution 22-36 designating the official newspaper of the City of Breckenridge.
- [7.](#) Consider approval of Resolution 22-37 appointing Bonnie Robbins, Michael Ellis, and Bryan Wood to the Board of Adjustments.

PUBLIC HEARING ITEMS

8. Public hearing on request to replat the property currently legally described as 10.927 acres of land being all of Lot 3 of the Breckenridge Market Place Subdivision in Breckenridge, Texas.

ACTION ITEMS

- [9.](#) Discussion and any necessary action regarding a recommendation by the Breckenridge Planning and Zoning Commission on request PZ 22-04 to replat the property currently legally described as 10.927 acres of land being all of Lot 3 of the Breckenridge Market Place Subdivision in Breckenridge, Texas.
- [10.](#) Discussion and any necessary action regarding an Interlocal Agreement between the City of Breckenridge and Stephens County, Texas for fire protection and first responder services and authorizing the Mayor to execute necessary documents on behalf of the City.
- [11.](#) Discussion and any necessary action regarding a request to participate with Stephens County and the Breckenridge EDC to fund a Christmas Tree.
- [12.](#) Discussion and any necessary action regarding authorizing City Manager to approve budget adjustments up to \$25,000 and emergency budget amendments up to \$25,000.

WORKSHOP ITEMS

(Workshop items 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 on a future agenda for action.)

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:

13. 1107 E. Williams
14. American Legion Hall

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

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.

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 **5:00 p.m** on the **28th day of OCTOBER 2022**.

City Secretary



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.



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Consent Agenda

MEETING DATE:

November 1, 2022

PRESENTER:

Jessica Sutter

ITEM DESCRIPTION:

Consider approval of the October 11, 2022 Regular Commission meeting minutes as recorded.

BACKGROUND INFORMATION:

The minutes of the City Commission Meeting are recorded by the City Secretary and presented to the Commission for approval.

FISCAL IMPACT:

- ☒ Not Applicable
- ☐ Proposed Expenditure:
- ☐ General Ledger Code:
- ☐ Proposed Revenue:
- ☐ Budget Amendment Required: No
- ☐ Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A.Minutes

RECOMMENDED MOTION AND/OR ACTION:

Move to approve the minutes of the City Commission of Breckenridge as recorded

October 11, 2022

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

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

BOB SIMS
BLAKE HAMILTON
ROB DURHAM
GARY MERCER

CITY MANAGER
CITY SECRETARY
PARKS DIRECTOR
FINANCE DIRECTOR
POLICE CHIEF

CYNTHIA NORTHROP
JESSICA SUTTER
STACY HARRISON
DIANE LATHAM
BACEL CANTRELL

NOT PRESENT
COMMISSIONER, PLACE 3

VINCE MOORE

CALL TO ORDER

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

Invocation led by Stacy Harrison

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.

No Speakers

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

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

1. Appoint Blake Hamilton as Commissioner Place 1.

City Secretary Jessica Sutter stated that at the last commission meeting, Commissioners voted to nominate Blake Hamilton as Commissioner Place One. Jessica presented Oath of office to Blake Hamilton.

2. Amanda Shotts, Texas Department of State Health-Community Conversations on Health.

Amanda Shotts addressed the Commission and stated that Stephens County was one of nineteen communities in the State of Texas that was selected to be a part of a grant that engages the community to have conversations about available resources such as healthcare, meals on wheels, and transportation. Between now and May of 2024 they will speak with community members about what is currently available as well as about what is needed. Presentation is available in agenda packet.

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

3. City business update.
4. City Wide Clean up October 17, 2022.
5. City Wide Trick or Treat, October 31, 2022.
6. Sloan Everett Memorial Bike Ride.
7. Municipal Court Week November 7th-11th.

City Manager Cynthia Northrop addressed Commission to give an update on city business and upcoming events. Cynthia provided information on the TxDOT 183 project. The contractor is still having issues and is limited on how much concrete they can purchase at a time. They are working to push this project forward. The ARPA fund project to replace the water meters is underway and ongoing. They are on track to finish in February. This will help reduce water loss and allow citizens to track their water usage using the H2O program. A plan is underway to begin working on a strategic plan for the City that incorporates many community organizations. The City is looking at records management and working to move to an all-digital records management system as well as website and social medial updates. City-wide cleanup is a partnership between the county and the City to pick up the brush. This will happen on Monday, October 17th. Chamber is hosting a city wide Trick or Treat on October 31st. Sloan Everett Bike ride will be on November 5th.

City Secretary

8. May Hail Storm repair update.

City Secretary Jessica Sutter gave an overview to the commissioners updating the progress on the insurance claim for the Hail Storm in May of 2022. Roof repairs are set to begin in four to six weeks.

No Action Taken

CONSENT AGENDA

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

9. Consider approval of the September 6, 2022 Regular Commission meeting minutes as recorded.
10. Consider approval of Resolution 22-32 approving an agreement with the State of Texas Department of Transportation for the temporary closure of State Highway 180 for the Breckenridge Christmas Parade coordinated by the Breckenridge Chamber of Commerce.
11. Consider approval of 2023 ERCOT annual membership.
12. Consider approval of Resolution 22-34 Finding that Oncor Electric Delivery Company application to change rates within the City should be declined.
13. Consider approval of Resolution 22-35 that the week of November 7-11, 2022 be recognized as Municipal Court Week.

Mayor Pro-Tem Rob Durham moved to approve Consent Agenda items 9-13 as presented. Commissioner Mercer seconded the motion. The motion passed 4-0

ACTION ITEMS

14. Discuss, Consider, and Approve Resolution 22-33 adopting policies in connection with the TxCDBG program.

Ken Coignet with Public Management Services stated that the City was awarded a \$55,000 grant that was submitted for community planning. The city's match is \$8,500.00, which will not be due for approximately one to two years. This will look at items such as housing, population, land use, water, sewer, streets, drainage, and park planning. The policies being presented for consideration are the civil rights policies that are all required with any grant that CDBG issues.

Commissioner Gary Mercer moved to approve Resolution 22-33 adopting policies in connection with the TxCDBG program as presented. Commissioner Blake Hamilton seconded the motion. The motion passed 4-0.

15. Discussion and consideration of Engineering Services Agreement with EHT for the TXDOT FM 3099 Realignment Utility Relocation Project (US 180 Intersection) and authorize City Manager to execute agreement.

City Manager Cynthia Northrop spoke about the project that was approved as part of the 2023 budget. The project will realign and straighten the curve out of the road in front of Walmart. The city will be paying for the relocation of the utility lines. This agreement is for the engineering design portion of the project.

May Pro-Tem Rob Durham moved to approve and engineering services agreement with EHT for the TxDot FM3099 realignment utility relocation project (US 180 intersection) and authorize City Manager to execute agreement. Commissioner Mercer Seconded the motion. The motion passed 4-0.

16. Discuss, Consider, and approve Ordinance 22-17 ordering a Local Option Election to be held on May 6, 2022 for the Legalization of the Sale of All Alcoholic Beverages including Mixed Beverages within the City of Breckenridge.

City Secretary Jessica Sutter presented a petition filed on August 24, 2022 to council with 355 signatures. Which exceded the amount of signatures required. On or after the thirtieth day the petition was filed it is required that the city commission must order the local option election.

Commissioner Blake Hamilton moved to approve Ordinance 22-17 ordering a local option election to be held on May 6, 2023 for the legalization of the sale of all alcoholic beverages including mixed beverages withis the City of Breckenridge.

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:

17. 201 Old Caddo Ave.

RECONVENE INTO OPEN SESSION

At 6:34 p.m., the City Commission reconvened into open session.

No Action Taken

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

There being no further business, the Mayor adjourned the regular session at 6:35 p.m.

Bob Sims, Mayor

Jessica Sutter, City Secretary

DRAFT



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Consent Agenda

MEETING DATE:

November 1, 2022

PRESENTER:

Cynthia Northrop, City Manager

ITEM DESCRIPTION:

Consider approval of the Cities financials through September 30, 2022 including the quarterly investment reports.

BACKGROUND INFORMATION:

FISCAL IMPACT:

- ☒ Not Applicable
☐ Proposed Expenditure:
☐ General Ledger Code:
☐ Proposed Revenue:
☐ Budget Amendment Required: No
☐ Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A.Quarterly Financial Report

RECOMMENDED MOTION AND/OR ACTION:

Move to approve the Cities financials through September 30, 2022 including the quarterly investment reports.



Overview of Account - 7979028989 BRECKENRIDGE CEMETERY PC TX

7979028989 BRECKENRIDGE CEMETERY PC
September 1, 2022 - September 30, 2022

Investment Objective: Current Income, with Cash

Activity Summary

	This Period (\$)	Year to Date (\$)
Beginning Market Value	577,642.63	661,042.41
Cash & Security Transfers	0.00	0.00
Contributions	100.00	4,109.26
Income & Capital Gain Distributions	2,007.67	11,792.78
Fees	-601.95	-6,623.18
Withdrawals	-2,462.49	-4,744.82
Change in Account Value	-33,757.78	-122,648.37
Market Value on Sep 30, 2022	\$542,928.08	\$542,928.08

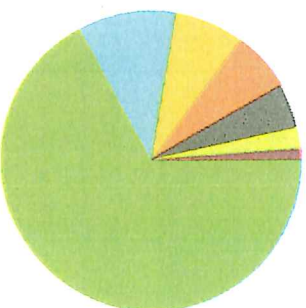
Income Earned

	This Period (\$)	Year to Date (\$)
Taxable Income	2,007.67	11,765.55
Tax-Exempt Income	0.00	0.00
Tax-Deferred Income	0.00	0.00
Total Income Earned	\$2,007.67	\$11,765.55
Total ST Realized Capital Gain/Loss	-\$1.62	-\$618.58
Total LT Realized Capital Gain/Loss	-\$446.39	\$4,419.38
Total Realized Capital Gain/Loss	-\$448.01	\$3,800.80

This summary is for your reference. It is not intended for tax-reporting purposes. Taxable income is taxable at the federal level and may be taxable at the state level.

Asset Allocation on September 30, 2022

	Market Value (\$)	Percent
Taxable Domestic Fixed Income	1154	67%
Domestic Large Cap	1156	11%
Taxable International Fixed Income	1154	7%
International Equity	1156	7%
Domestic Small-Mid Cap	1156	5%
Capital Portfolio	1067	2%
Opportunistic Equity	1156	1%
Income Portfolio	1067	0%
Subtotal	\$542,961.24	100%
Cash Processing / Liability	-33.16	
Total of Your Account	\$542,928.08	



Fixed Income 1154 404,416.70
Equity 1156 125,732.34
Cash 1067 12,812.20



Overview of Account - 7979028989 BRECKENRIDGE CEMETERY PC TX

Investment Objective: Current Income, with Cash

Activity Summary

	This Period (\$)	Year to Date (\$)
Beginning Market Value	596,994.74	661,042.41
Cash & Security Transfers	0.00	0.00
Contributions	487.50	2,699.26
Income & Capital Gain Distributions	1,785.83	7,435.77
Fees	-1,522.02	-4,806.83
Withdrawals	-1,004.44	-2,282.33
Change in Account Value	-24,143.02	-91,489.69
Market Value on Jun 30, 2022	\$572,598.59	\$572,598.59

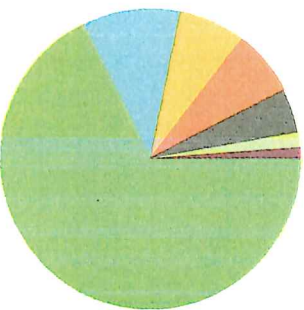
Income Earned

	This Period (\$)	Year to Date (\$)
Taxable Income	1,785.83	7,408.54
Tax-Exempt Income	0.00	0.00
Tax-Deferred Income	0.00	0.00
Total Income Earned	\$1,785.83	\$7,408.54
Total ST Realized Capital Gain/Loss	-\$6.27	-\$611.42
Total LT Realized Capital Gain/Loss	\$5,693.21	\$4,893.76
Total Realized Capital Gain/Loss	\$5,686.94	\$4,282.34

This summary is for your reference. It is not intended for tax-reporting purposes. Taxable income is taxable at the federal level and may be taxable at the state level.

Asset Allocation on June 30, 2022

	Market Value (\$)	Percent
Taxable Domestic Fixed Income	1154	67%
Domestic Large Cap	1156	11%
Taxable International Fixed Income	1154	7%
International Equity	1156	7%
Domestic Small-Mid Cap	1156	5%
Capital Portfolio	1067	2%
Opportunistic Equity	1156	1%
Income Portfolio	1067	0%
Total of Your Account	\$572,598.59	100%



Fixed Income 1154 427,874.58
Equity 1156 135,103.70
Cash 1067 96,203.31

Pledge Inventory Report

First National Bank Roll-up
 Bay, TX
 FROM 9/1/2022 TO 9/30/2022

Customer ID: 129458
 Report Date: 9/28/2022
 PAS Rep: Vance Roe
 Account Rep: Bob Keller

Cusip	Description	Maturity/Refunded Dt	Intent	S&P	Market Price Dt	Original Face	Book Value
Ticket	Location Code/Name	Group	Coupon	Moody	Maturity (Yr)	Par	Market Value
Pledged: 20 - CITY OF BRECKENRIDGE							
3130A05Z2	FED HOME LNBK	09/30/2024	AFS	AA+	9/23/2022	1,000,000.00	576,392.28
1367834	-	AGY	1.05000	Aaa	2.00	1,000,000.00	933,769.99
912828W71	US Treasury Note	03/31/2024	AFS	AA+	9/23/2022	500,000.00	489,591.63
1368015	-	TRS	2.12500	Aaa	1.50	500,000.00	484,044.99
36211LF8D	City of Breck #515931	12/20/2041	AFS		9/23/2022	2,548,005.00	628,379.89
7429341	3 - TIB	MBS	4.00000		19.24	628,079.89	599,546.23
831641EY7	SPIC 2013-10A 1	03/10/2023	AFS	NR	9/23/2022	2,000,000.00	44,646.63
843987	3 - TIB	MBS	2.35100		0.44	44,646.63	44,082.30
831641BU4	SBA Pool #509051	04/25/2036	AFS		9/23/2022	2,550,000.00	465,551.98
910089	3 - TIB	MBS	5.32500		13.58	466,551.98	516,183.78
831641BU4	SBA Pool #509051	04/25/2036	AFS		9/23/2022	1,070,000.00	195,768.87
921481	3 - TIB	MBS	5.32500		13.58	195,768.87	216,594.76
83165ACR3	SBA Pool #521680	04/25/2035	AFS		9/23/2022	1,640,000.00	143,848.50
786840	3 - TIB	MBS	6.50200		12.58	143,848.50	151,857.59
83165AQ31	SBA Pool #522074	05/25/2027	AFS	NR	9/23/2022	2,000,000.00	167,446.84
924919	3 - TIB	MBS	5.61100		4.65	167,446.84	170,514.47
83165AY65	SBA Pool #522333	10/25/2041	AFS		9/23/2022	2,000,000.00	502,874.96
1074218	3 - TIB	MBS	5.45000		19.08	502,874.96	550,039.59
912828VH7	US Treasury Note	09/30/2024	AFS	AA+	9/23/2022	1,000,000.00	979,576.72
1370917	3 - TIB	TRS	1.50000	Aaa	2.00	1,000,000.00	947,620.01
912828ZT0	US Treasury Note	05/31/2025	AFS	AA+	9/23/2022	250,000.00	240,587.89
1359239	3 - TIB	TRS	0.25000	Aaa	2.67	250,000.00	224,804.99
91282CAU5	US Treasury Note	10/31/2027	AFS	AA+	9/23/2022	250,000.00	241,392.71
1296713	3 - TIB	TRS	0.50000	Aaa	5.09	250,000.00	209,912.49
91282CAV3	US Treasury Note	11/15/2030	AFS	AA+	9/23/2022	900,000.00	845,844.78
1297237	3 - TIB	TRS	0.87500	Aaa	8.13	900,000.00	721,755.00

This report reflects information submitted to us by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. This information should be provided by the customer's safekeeper.

Pledge Inventory Report

First National Bank Roll-up
Albany, TX
FROM 9/1/2022 TO 9/30/2022

Customer ID: 129458
Report Date: 9/28/2022
PAS Rep: Vance Roe
Account Rep: Bob Keller

Cusip	Description	Maturity/Refunded Dt	Intent	S&P	Market Price Dt	Original Face	Book Value
Ticket	Location Code/Name	Group	Coupon	Moody	Maturity (Yr)	Par	Market Value
Pledged: 20 - CITY OF BRECKENRIDGE							
91282CAZ4	US Treasury Note	11/30/2025	AFS	AA+	9/23/2022	500,000.00	430,282.49
1342551	3 - TIB	TRS	0.37500	Aaa	3.17	500,000.00	443,240.02
91282CDH1	US Treasury Note	11/15/2024	AFS	AA+	9/23/2022	750,000.00	735,188.81
1363751	3 - TIB	TRS	0.75000	Aaa	2.13	750,000.00	696,855.01
15	Total Pledged: 20 - CITY OF BRECKENRIDGE					18,859,606.00	7,109,272.09
						7,299,217.67	6,910,821.62

This report reflects information submitted to us by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. This information should be provided by the customer's safekeeper.

CITY OF BRECKENRIDGE
COMBINED STATEMENT OF CASH POSITION - ALL FUNDS
ON DEPOSIT AT FIRST NATIONAL BANK AS OF JUNE 30, 2022

	TOTAL ON DEPOSIT	INTEREST ACCRUED THIS PERIOD		April	May	June	
1001 GENERAL FUND	\$ 1,054,646.77	\$ 831.52	GENERAL FUND	\$ 141.03	\$ 466.50	\$ 223.99	Restricted \$254,988.00 for Meter Deposits in Water Fund Total
1013 ARSON FUND	\$ 509.89	\$ 0.49	ARSON FUND	\$ -	\$ 0.39	\$ 0.10	
1014 FEDERAL TAX & LOAN	\$ 79.17	\$ 1.73	FEDERAL TAX & LOAN	\$ 0.72	\$ 0.83	\$ 0.18	
2000 PAVING	\$ 2,501.47	\$ 1.92	PAVING	\$ 0.31	\$ 1.09	\$ 0.52	
1001 WATER FUND	\$ 1,020,497.77	\$ 725.19	WATER FUND	\$ 102.63	\$ 406.40	\$ 216.16	
1001 WASTEWATER FUND	\$ 467,327.53	\$ 319.67	WASTEWATER FUND	\$ 43.12	\$ 177.61	\$ 98.94	
1001 SANITATION	\$ 59,828.15	\$ 42.78	SANITATION	\$ 6.94	\$ 23.16	\$ 12.68	
1001 FIRE DEPT. SPECIAL	\$ 12,706.06	\$ 9.73	FIRE DEPT. SPECIAL	\$ 1.56	\$ 5.49	\$ 2.68	
1001 FORFEITED PROPERTY	\$ 1,250.37	\$ 0.94	FORFEITED PROPERTY	\$ 0.15	\$ 0.53	\$ 0.26	
1091 PAYROLL FUND	\$ 1,324.69	\$ 15.18	PAYROLL FUND	\$ 2.24	\$ 9.54	\$ 3.40	
1001 EQUIP. REPLACEMENT FUND	\$ 169,735.64	\$ 146.68	EQUIP. REPLACEMENT FUND	\$ 24.47	\$ 86.47	\$ 35.74	
1001 STREET MAINTENANCE	\$ 681,895.63	\$ 511.10	STREET MAINTENANCE	\$ 78.42	\$ 289.08	\$ 143.60	
1001 BRECKENRIDGE PARK FUND	\$ 8,895.02	\$ 6.66	BRECKENRIDGE PARK FUND	\$ 1.05	\$ 3.74	\$ 1.87	
1001 POLICE DEPT. SPECIAL	\$ 10,128.05	\$ 7.58	POLICE DEPT. SPECIAL	\$ 1.20	\$ 4.25	\$ 2.13	
1001 Excess Sales Tax Revenue	\$ 17,577.31	\$ 13.16	Excess Sales Tax Revenue	\$ 2.08	\$ 7.38	\$ 3.70	
1001 Breck Trade Days	\$ 39,175.26	\$ 29.36	Breck Trade Days	\$ 4.65	\$ 16.46	\$ 8.25	
1051 CO 2017 A&B Sinking /Rd	\$ 457,842.85	\$ 356.22	CO 2017 A&B Sinking /Rd	\$ 54.65	\$ 208.10	\$ 93.47	
1001 Capital Improvement Project	\$ 1,000,254.10	\$ 767.84	Capital Improvement Project	\$ 123.12	\$ 434.08	\$ 210.64	
1058 GENERAL DEBT SERVICE FUND	\$ 1,199,459.27	\$ 921.21	CO 2012 LOAN DWSRF	\$ 145.50	\$ 530.00	\$ 245.71	
1025 Rescue Boat Donation	\$ 1,807.37	\$ 1.39	Rescue Boat Donation	\$ 0.22	\$ 0.80	\$ 0.37	
TOTAL - ALL FUNDS	\$ 6,207,442.37	\$ 4,710.35		\$ 734.06	\$ 2,671.90	\$ 1,304.39	\$ -
							\$ 4,710.35

In addition, these funds have Petty cash Funds in the following amounts:

GENERAL FUND	\$ 150.00
SYSTEMS FUND	\$ 300.00
MUNICIPAL COURT	\$ 150.00
POLICE DEPARTMENT	\$ 50.00
LANDFILL	\$ 100.00
TOTAL	\$ 750.00

CITY OF BRECKENRIDGE
COMBINED STATEMENT OF CASH POSITION - ALL FUNDS
ON DEPOSIT AT FIRST NATIONAL BANK AS OF SEPTEMBER 30, 2022

	TOTAL ON DEPOSIT	INTEREST ACCRUED THIS PERIOD		July	Aug	Sep	
1001 GENERAL FUND	\$ 926,171.64	\$ 616.57	GENERAL FUND	\$ 206.60	\$ 240.40	\$ 169.57	
1013 ARSON FUND	\$ 509.89	\$ -	ARSON FUND	\$ -	\$ -	\$ -	
1014 FEDERAL TAX & LOAN	\$ 79.92	\$ 0.75	FEDERAL TAX & LOAN	\$ -	\$ 0.61	\$ 0.14	
2000 PAYING	\$ 2,503.04	\$ 1.57	PAYING	\$ 0.53	\$ 0.53	\$ 0.51	
1001 WATER FUND	\$ 1,213,465.47	\$ 713.55	WATER FUND	\$ 243.48	\$ 249.99	\$ 220.08	
1001 WASTEWATER FUND	\$ 622,533.01	\$ 350.06	WASTEWATER FUND	\$ 112.43	\$ 125.09	\$ 112.54	
1001 SANITATION	\$ 44,876.27	\$ 26.94	SANITATION	\$ 10.04	\$ 9.80	\$ 7.10	
1001 FIRE DEPT. SPECIAL	\$ 16,790.78	\$ 8.38	FIRE DEPT. SPECIAL	\$ 2.81	\$ 2.54	\$ 3.03	
1001 FOREFETTED PROPERTY	\$ 1,251.15	\$ 0.78	FOREFETTED PROPERTY	\$ 0.26	\$ 0.29	\$ 0.23	
1002 PAYROLL FUND	\$ 14,909.43	\$ 14.78	PAYROLL FUND	\$ 2.92	\$ 7.83	\$ 4.03	
1001 EQUIP. REPLACEMENT FUND	\$ 161,036.35	\$ 94.62	EQUIP. REPLACEMENT FUND	\$ 28.32	\$ 37.27	\$ 29.03	
1001 STREET MAINTENANCE	\$ 728,356.83	\$ 449.63	STREET MAINTENANCE	\$ 149.22	\$ 169.11	\$ 131.30	
1001 BRECKENRIDGE PARK FUND	\$ 9,223.84	\$ 5.60	BRECKENRIDGE PARK FUND	\$ 1.88	\$ 2.06	\$ 1.66	
1001 POLICE DEPT. SPECIAL	\$ 11,079.54	\$ 6.49	POLICE DEPT. SPECIAL	\$ 2.14	\$ 2.35	\$ 2.00	
1001 Excess Sales Tax Revenue	\$ 17,588.27	\$ 10.96	Excess Sales Tax Revenue	\$ 3.72	\$ 4.07	\$ 3.17	
1001 Breck Trade Days	\$ 39,199.69	\$ 24.43	Breck Trade Days	\$ 8.29	\$ 9.07	\$ 7.07	
1051 CO 2017 A&B Sinking /Rd	\$ 398,031.04	\$ 283.41	CO 2017 A&B Sinking /Rd	\$ 97.44	\$ 98.00	\$ 87.97	
1001 Capital Improvement Project	\$ 709,473.55	\$ 348.16	Capital Improvement Project	\$ 210.55	\$ 9.71	\$ 127.90	
1058 GENERAL DEBT SERVICE FUND	\$ 1,148,306.93	\$ 749.52	GENERAL DEBT SERVICE FUND	\$ 255.03	\$ 255.87	\$ 238.62	
1025 Rescue Boat Donation	\$ 1,808.51	\$ 1.14	Rescue Boat Donation	\$ 0.38	\$ 0.38	\$ 0.38	
1073 CWSRF LF1001492	\$ 1.00	\$ -	CWSRF LF1001492	\$ -	\$ -	\$ -	
1056 CWSRF CO 2022A L1001491	\$ 1.00	\$ -		\$ -	\$ -	\$ -	
1072 CWSRF CO 2022A L1001426	\$ 1.00	\$ -		\$ -	\$ -	\$ -	
1071 DWSRF LF1001495	\$ 1.00	\$ -		\$ -	\$ -	\$ -	
1070 DWSRF CO 2022B L1001493	\$ 1.00	\$ -		\$ -	\$ -	\$ -	
1057 DWSRF CO 2022B L1001494	\$ 1.00	\$ -		\$ -	\$ -	\$ -	
TOTAL - ALL FUNDS	\$ 6,067,201.15	\$ 3,707.34		\$ 1,336.04	\$ 1,224.97	\$ 1,146.33	\$ -

In addition, these funds have Petty cash Funds in the following amounts:

GENERAL FUND	\$ 150.00
SYSTEMS FUND	\$ 150.00
MUNICIPAL COURT	\$ 150.00
POLICE DEPARTMENT	\$ 50.00
LANDFILL	\$ 100.00
TOTAL	\$ 600.00

Restricted \$257,963.00 for Meter Deposits in Water Fund Total

\$ 3,707.34



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Consent Agenda

MEETING DATE:

November 1, 2022

PRESENTER:

Jessica Sutter, City Secretary

ITEM DESCRIPTION:

Consider approval of Resolution 22-36 designating the official newspaper of the City of Breckenridge.

BACKGROUND INFORMATION:

Section 52.004(a) of the Texas Local Government Code states "As soon as practicable after the beginning of each municipal year, the governing body of the municipality shall contract, as determined by ordinance or resolution, with a public newspaper of the municipality to be the municipality's official newspaper until another newspaper is selected." The Breckenridge American has been the City of Breckenridge's newspaper of record for several years. The Breckenridge American meets all of the requirements of Section 2051.044 of the Texas Government Code to be designated an official newspaper.

FISCAL IMPACT:

- ☒ Not Applicable
- ☐ Proposed Expenditure:
- ☐ General Ledger Code:
- ☐ Proposed Revenue:
- ☐ Budget Amendment Required: No
- ☐ Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

Resolution

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Resolution 22-36 designating the official newspaper of the City of Breckenridge.

RESOLUTION NO. 22-36**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, TO DESIGNATE THE BRECKENRIDGE AMERICAN AS THE OFFICIAL NEWSPAPER OF THE CITY.**

WHEREAS, Chapter 52, Subchapter A, Section 52.004a of the Texas Local Government Code provides that the governing body of a municipality shall designate an Official Newspaper for the City at the beginning of each Fiscal Year; and,

WHEREAS, the City of Breckenridge's Fiscal Year begins on the first day of October and continues through the 30th day of September of each year; and,

WHEREAS, Chapter 2051, Subchapter C, Section 2051.044 of the Texas Government Code sets forth the requirements of a newspaper of record and the Breckenridge American meets the requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRECKENRIDGE, TEXAS, THAT:

The Breckenridge American is hereby designated as the Official Newspaper for the City of Breckenridge, Texas, for the Fiscal Year 2022-2023. The City Secretary is hereby directed to publish all Fiscal Year 2022-2023 notices and advertisements in the Breckenridge American newspaper in accordance with the law.

PASSED AND APPROVED this 1st day of November, 2022

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Consent Agenda

MEETING DATE:

November 1, 2022

PRESENTER:

Cynthia Northrop, City Manager

ITEM DESCRIPTION:

Consider approval of Resolution 22-37 appointing members to the Board of Adjustments.

BACKGROUND INFORMATION:

The Board of Adjustments is a six member board tasked with conducting hearings and grants, grants with conditions, or denies variances to the Zoning Codes, including variances from building height and building setback requirements; hears requests and renders decisions regarding special exceptions when applicants propose to expand non-conforming uses; and hears and renders decisions regarding appeals of decisions or interpretations of the Building Official.

Staff contacted the current members of the board and found that Bonnie Robbins, Michael Ellis, and Bryan Wood all wish to remain on the board.

FISCAL IMPACT:

- ☒ Not Applicable
- ☐ Proposed Expenditure:
- ☐ General Ledger Code:
- ☐ Proposed Revenue:
- ☐ Budget Amendment Required: No
- ☐ Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

Resolution

RECOMMENDED MOTION AND/OR ACTION:

Move to adopt Resolution 22-37 to appoint Bonnie Robbins, Michael Ellis, and Bryan wood to the Board of Adjustments.

RESOLUTION NO. 22-37**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, TO REAPPOINT OR APPOINT A MEMBER TO THE BOARD OF ADJUSTMENT COMMISSION AND TO SET TERM OF OFFICE FOR APPOINTEE.**

WHEREAS, Section 22-12 of the Code of Ordinances of the City of Breckenridge creates the Board of Adjustment for the City of Breckenridge and provides appointment procedures; and,

WHEREAS, the term of office for the current Board of Adjustment, **Bonnie Robbins, , Michael Ellis, and Bryan Wood** expires November 2022.

WHEREAS, **Bonnie Robbins, Michael Ellis, and Bryan Wood** have agreed to be re-appointed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS: That **Bonnie Robbins, Michael Ellis, and Bryan Wood** shall be appointed to the Board of Adjustment for a two-year term which expires November 30, 2024.

PASSED AND APPROVED this 1st day of November, 2022

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

November 1, 2022

PRESENTER:

Cynthia Northrop, City Manager

ITEM DESCRIPTION:

Discuss and consider a recommendation by the Breckenridge Planning and Zoning Commission on request PZ 22-04 to replat the property currently legally described as 10.927 acres of land being all of Lot 3 of the Breckenridge Market Place Subdivision in Breckenridge, Texas.

BACKGROUND INFORMATION:

On October 25, 2022 the planning and zoning commission voted unanimously to approve the replat of the property located in front of Walmart. The Property owner would like to build 2 commercial properties including a Subway.

FISCAL IMPACT:

- ☒ Not Applicable
☐ Proposed Expenditure:
☐ General Ledger Code:
☐ Proposed Revenue:
☐ Budget Amendment Required: No
☐ Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

- A. Memo
 B. Replat Review

- C. Final Survey Plat
- D. Subway Plat

RECOMMENDED MOTION AND/OR ACTION:

Move to approve a replat to the property currently legally described as 10.927 acres of land being all of Lot 3 of the Breckenridge Market Place Subdivision in Breckenridge, Texas.



CITY OF BRECKENRIDGE
105 N. Rose Ave.
Breckenridge, TX 76424
254-559-8287

APPLICATION FOR: ☒ Planning & Zoning ☐ Board of Adjustments

DATE: 9-28-22
APPLICANT: Donnie Sechrest PHONE #: 254-522-1937
AGENT: _____ PHONE #: _____
MAILING ADDRESS: Po Box 903 Breckenridge Tx 76424
LEGAL DESCRIPTION: _____
3808 & 3816 W. Walker
Lot 3 R2 1.061 acres
PROPERTY ZONED: C-3 General Business Dist.
LOCATION / PROPERTY ADDRESS: 3808 & 3816 W. Walker
PRESENT USE OF PROPERTY: vacant lot
DESIRED USE OF PROPERTY: build commercial properties
WHAT IS THE SPECIFIC REQUEST? Re Plat

APPLICANT AND/OR AGENT MUST BE PRESENT FOR APPLICATION TO BE CONSIDERED
FILING FEE: \$75.00 (Make check payable to the City of Breckenridge)

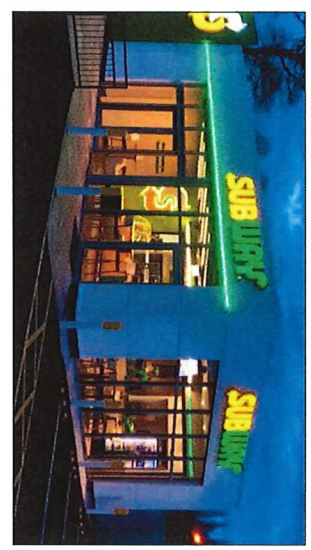
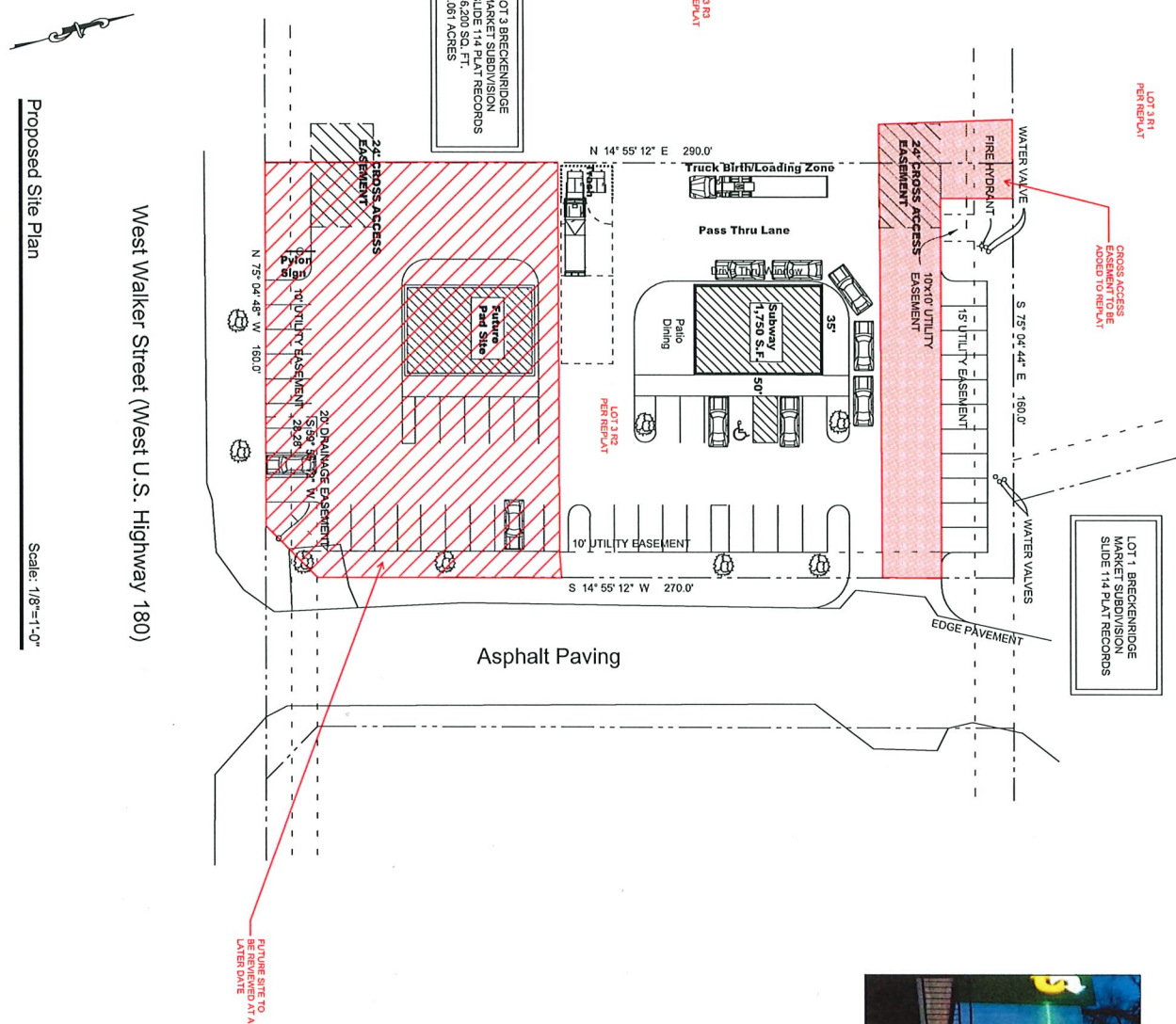
The undersigned has read the above application and does hereby certify that all information contained therein is true and correct; and does hereby request that all necessary legal steps be taken to submit such request to the proper Commission at its next regular meeting.

Donnie Sechrest
Signature of property owner or authorized agent

(FOR OFFICE USE ONLY)

CASE #: 22-04 CONSIDERATION DATE: 10-25-22
RECEIPT #: _____ ACTION: _____

**SURVEY PLAT IN
STEPHENS COUNTY
TEXAS
HEATLEY SURVEYING
P.O. BOX 1
BRECKENRIDGE, TX 76624
(254) 559-8914**



Proposed Site Plan

Scale: 1/8"=1'-0"

City of Breckenridge
Department of Public Works
Planning and Development
6/20/2022
This is a preliminary drawing.
It is not to be used for construction.

Job No.
Date:
June 2022
Drawn By:
PT

Sheet Title:
Proposed
Site Plan
Sheet No.
1 of 1

Revisions:

Proposed Site Plan Development
for
Donnie Sechrest
3804 W. Walker St. (U.S. Hwy 180)
Adjacent to Walmart Supercenter
Breckenridge, TX

Phillip B. Townsend, R.A.
Architect, Interior Design, Programmer,
Planner, Building Code Consultant
4613 Misty Valley West
Wichita Falls, Texas 76310
940-642-3590
email: app@wv.net

PHILLIP B. TOWNSEND, R.A.
Architect, Interior Design, Programmer,
Planner, Building Code Consultant
4613 Misty Valley West
Wichita Falls, Texas 76310
940-642-3590
email: app@wv.net



October 13, 2022

City of Breckenridge
105 North Rose Ave.
Breckenridge, Texas 76424
Attn: Mrs. Cynthia Northrop, City Manager

**Re: Wal-Mart Market Subdivision Replat
Proposed Subway**

Dear Mrs. Northrop:

We have reviewed the site plan for the proposed Subway restaurant and the associated replat of the Wal-Mart Market Subdivision. Requested revisions to the replat document were received on October 12, 2022 and no further revisions are needed.

The proposed site plan for the Subway restaurant shows a future pad site. At this time the Subway developer requested to not consider the future building and that if the additional pad site ever develops a new site plan and re-plat (if required) would be submitted for approval. The Subway developer is also aware of the storm drain pipe (covered in the Easements, Covenants, and Restrictions document recorded in Vol. 2059, Pg. 525) that is necessary for the outparcels on the east side of Wal-Mart driveway to be able to route their stormwater runoff to the existing detention pond. The Subway developer has stated that he has an agreement with the original Wal-Mart developer to defer the installation of the storm drain pipe and associated drainage easement to a later date when it becomes needed based on the development time line of the eastern outparcels.

To the best of my knowledge, information, and belief, the site plan and replat meet the minimum requirements of the City of Breckenridge. We recommend that the replat be considered for approval by the Planning and Zoning Commission at the upcoming October 25th meeting.

Sincerely,

Enprotec / Hibbs & Todd

Jonathan Baum, P.E.

JB/jd

c: **Project File 5580**

P:\Projects\Breckenridge, City of\5580 General Services Agreement\5580-xx Development Review Assistance\Wal-Mart\5580_Wal-Mart Replat Review.doc



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

November 1, 2022

PRESENTER:

Cynthia Northrop, City Manager

ITEM DESCRIPTION:

Consider approval of an Interlocal Agreement between the City of Breckenridge and Stephens County, Texas for fire protection and first responder services and authorizing the Mayor to execute necessary documents on behalf of the City.

BACKGROUND INFORMATION:

Prior to the proposed agreement, the City and County had a hand shake agreement for fire services within the City and within the unincorporated areas of the County. For liability purposes and ease of operations the City and County wish to participate in an interlocal agreement to set forth the guidelines for which Breckenridge Fire Department will follow.

The terms set forth state that County will pay the City \$50,000 annually (paid monthly) and both entities will split the cost of fuel and vehicle maintenance. This agreement will need to be renewed annually in September and shall be reviewed prior to that time by City and County staff.

FISCAL IMPACT:

- ☒ Not Applicable
- ☐ Proposed Expenditure:
- ☐ General Ledger Code:
- ☐ Proposed Revenue:
- ☐ Budget Amendment Required: No
- ☐ Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

Agreement

RECOMMENDED MOTION AND/OR ACTION:

Move to approve an Interlocal Agreement between the City of Breckenridge and Stephens County, Texas for fire protection and first responder services and authorizing the Mayor to execute necessary documents on behalf of the City.

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

THE STATE OF TEXAS §
§
COUNTY OF STEPHENS §

FISCAL YEAR 2022-2023

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 contracting 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 responder 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. 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.**
- (C) 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 furtherance of the purposes, terms, and conditions of this contract.
- (D) 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.
- (E) 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.
- (F) 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.

- (G) 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.
- (H) EACH QUARTER, the CITY's Fire Department shall submit a financial report to the COUNTY.
- (I) 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.
- (J) The CITY's Fire Department shall maintain a "current" status throughout the term of this agreement as a First Responder Organization (FRO) per Texas Administrative Code 157.14.
- (K) 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 forfeit to the COUNTY.
- (L) 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 to CITY 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. The CITY shall provide the COUNTY an itemized statement each month for the fuel and maintenance costs, and the COUNTY shall reimburse the CITY its half of the expenses. Reimbursement from the COUNTY to the CITY for fuel and maintenance costs 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 791.006(a), 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, 2022**, or the date that both parties have signed within the fiscal year, whichever is the latter, and this contract shall expire at midnight on **September 30th, 2023**.

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 on or before October 1st of the fiscal year covered by the contract that is expiring.

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 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 Tort 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.

DATED to be effective this 10th Day of October, 2022.

STEPHENS COUNTY

By: [Signature]

Title: County Judge

Date: October 10th, 2022

**STEPHENS COUNTY
FIRE MARSHAL**

BY: Wayne McMillan

Title: Fire Marshal

Date: 10-17-22

CITY OF BRECKENRIDGE

BY: _____

Title: _____

Date: _____

BRECKENRIDGE FIRE DEPARTMENT

BY: _____

Title: _____

Date: _____



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

November 1, 2022

PRESENTER:

Cynthia Northrop, City Manager

ITEM DESCRIPTION:

Discussion and any necessary action regarding a request to participate with Stephens County and the Breckenridge EDC to fund a Christmas Tree

BACKGROUND INFORMATION:

The previous Christmas Tree was discarded last year after the Christmas holiday. It had been in use for over 20 years and needed to be replaced. The City has been approached to participate in funding a replacement Christmas Tree on behalf of the Chamber. JB Sparks, with the Breckenridge Downtown Development Council, has been coordinating efforts for a partnership to help fund the replacement Christmas Tree. After researching vendors and pricing has identified a Christmas Tree replacement. Both Stephens County and the BEDC have taken the issue to their respective board/commission and have agreed to participate in funding 1/3 (\$10,000). The request is for the City of Breckenridge to fund the remaining 1/3 (\$10,000). The cost of the tree is \$32,170.82. First National Bank will fund the remaining balance (\$2,170.82).

Funding is available in the budget, primarily from fund 101-5-12-5515 (City Manager) unused funds for new City Manager moving expenses.

FISCAL IMPACT:

- ☐ Not Applicable
- ☒ Proposed Expenditure: \$10,000
- ☐ General Ledger Code:
- ☐ Proposed Revenue:
- ☐ Budget Amendment Required: No
- ☐ Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. Christmas Tree Invoice and information

RECOMMENDED MOTION AND/OR ACTION:

Participate with Stephens County and BEDC to fund \$10,000/1/3 of the cost of a replacement Christmas Tree on behalf of the Chamber

Order Invoice 34954

Item 11.

Christmas
Designers.com

Order: CO00034954
Date Order: 10/20/2022
Cust PO: Q15.8563
Salesperson: Ann

Bill To: JBS7002
jb@meltonkitchens.com
JB Sparks
100 E Elm St
Breckenridge TX 76424-3613
USA

Ship To: 0

JB Sparks
JB Sparks
100 E Elm St
Breckenridge TX 76424-3613
USA

Line/Release:	Item	Item Description	Qty	Unit Price	Net Amount
1	T-26-5MM-PW	26' Majestic Mountain Pine Commercial Ch	1.000	28,494.00000	28,494.00
2	1-26420-000-LED-CW	3D Snowburst Tree Topper - 4' - C7 - Coo	1.000	1,225.00000	1,225.00

Remit Check To:

Christmas Designers.com LLC
215 W. Park Ave
Sherman TX 75090
USA

Sales Amount:	29,719.00
Order Disc(0.0000%)	0.00
Surcharge:	0.00
Sales Tax:	2,451.82
Freight:	0.00
Misc:	0.00
Prepaid:	0.00
Total:	32,170.82

Terms: Check or Wire ONLY

Christmas Designers.com LLC, 215 W. Park Ave, Sherman, TX, 75090, USA
P: 800-391-5280

<https://www.christmasdesigners.com>

Page 1 of 1

42



Christmas Designers.com 800-391-5280
215 W Park Ave, Sherman, TX 75090

ACH PROCESSING

Account Holder Name: Christmas Designers.com

**BANK UNITED
14817 Oak Lane
Miami Lakes, FL 33016**

**Routing # 267090594
Account # 9855713224**

Stephanie Terry
Director of Finance, Accounting & HR
Christmas Designers



Toll Free: (800)391-5280
International: +1(903)328-6023

Quotation # Q15.000008563
Quotation Date: Oct 18, 2022
Quotation Valid Until: Oct 24, 2022
Assigned Sales Rep: Ann Munn

Quote for:

Ship to:

JB Sparks
100
E Elm St
Breckenridge, Texas, 76424
United States
T: 254-559-3311

JB Sparks
100
E Elm St
Breckenridge, Texas, 76424
United States
T: 254-559-3311

Payment Method

Shipping Method:

(Total Shipping Charges \$0.00)

Products	SKU	Original Price	Discount Price	Qty	Tax	Subtotal
26' Majestic Tree-5mm Wide Angle Conical LED-Warm White	T-26-5MM-WW	\$31,660.00	\$28,494.00	1	\$2,350.76	\$28,494.00
3D Snowburst Tree Topper	1-26420-000-LEIS W	\$1,225.00	\$1,225.00	1	\$101.06	\$1,225.00

Remarks with quote:
FREE SHIPPING IS INCLUDED

Subtotal: \$29,719.00
Grand Total: \$32,170.82

cdi customer tree.jpg







Majestic Mountain Pine Tree

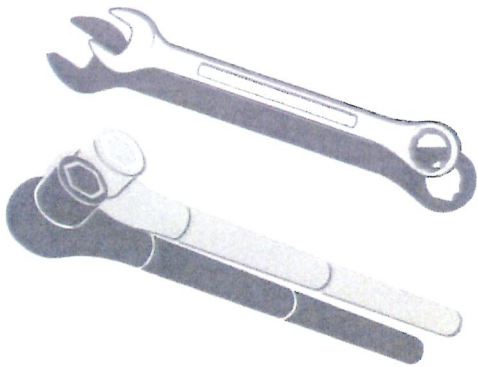
Assembly Instructions

#1 Choice for Pros & Christmas Enthusiasts



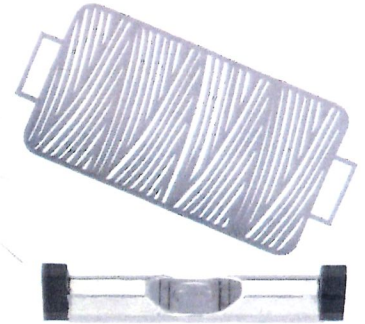
Majestic Mountain Pine Tree

Assembly Instructions



9/16" & 11/16" Wrench & Sockets

String & String Level



Tools Needed

9/16 and 11/16 wrench and sockets, string level and string.

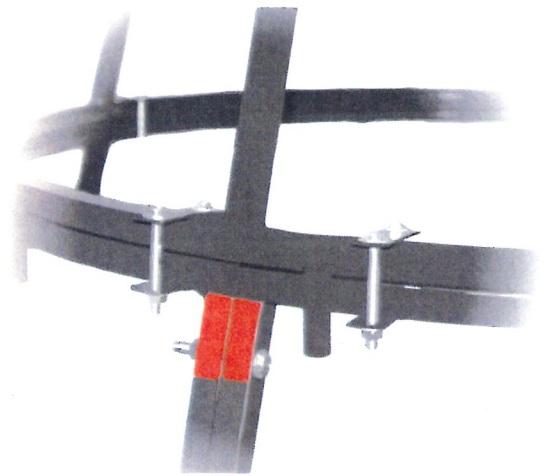
Note: Shims and small strips of wood may be needed in order to level the base on uneven ground.

Equipment Note

Lift equipment will be needed for trees over 16 feet.

Boom lifts can be rented from a local equipment rental company.

Installation Video: [youtube.com/watch?v=SVgKaEUtvOc](https://www.youtube.com/watch?v=SVgKaEUtvOc)



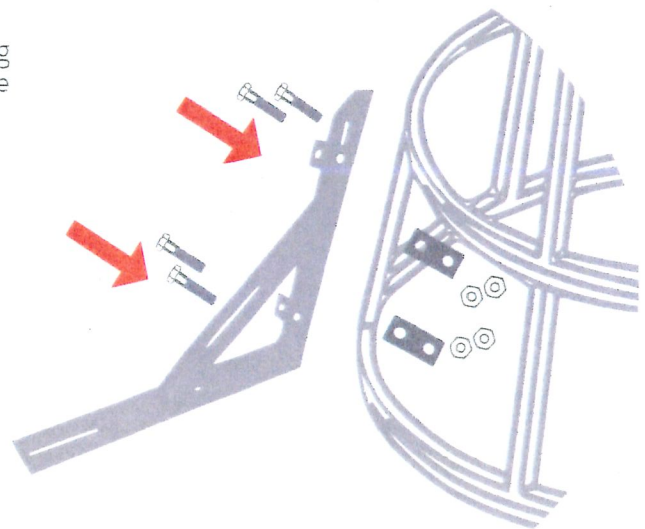
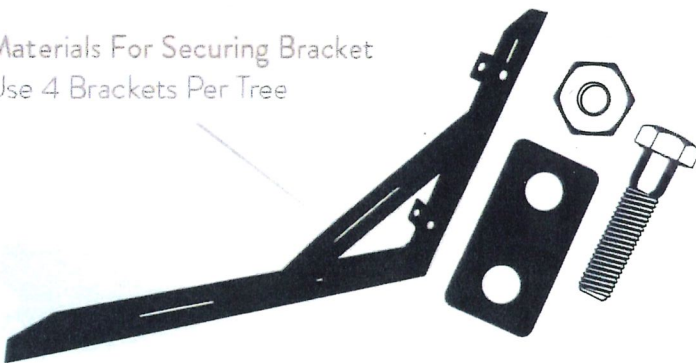
1. Base Assembly

Locate the base, which will be the highest lettered ring. Please see sizing chart for base ring letters. If more than one piece, match the color code of each partial ring and bolt them together. If the ground is not level, level the base with a string level and shims.

2. Tree Stabilizer Bracket

Place tree stabilizer bracket at base of tree - secure by placing square bracket behind tree frame, then attach with bolts. Be sure brackets are evenly spaced around the tree. Trees over 30' do not need brackets.

Materials For Securing Bracket
Use 4 Brackets Per Tree

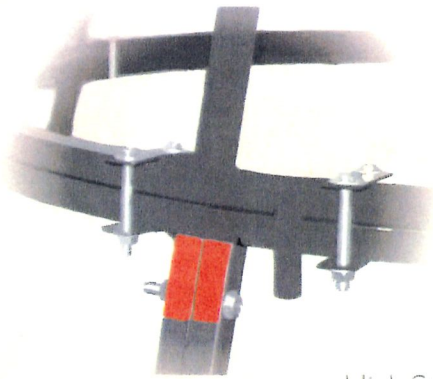


Bracket Secured To Frame Base

Majestic Mountain Pine Tree

ChristmasDesigners.com

- 3. Frame Assembly** Place the next ring onto the previous one and secure in place with flat plates, nuts and bolts.



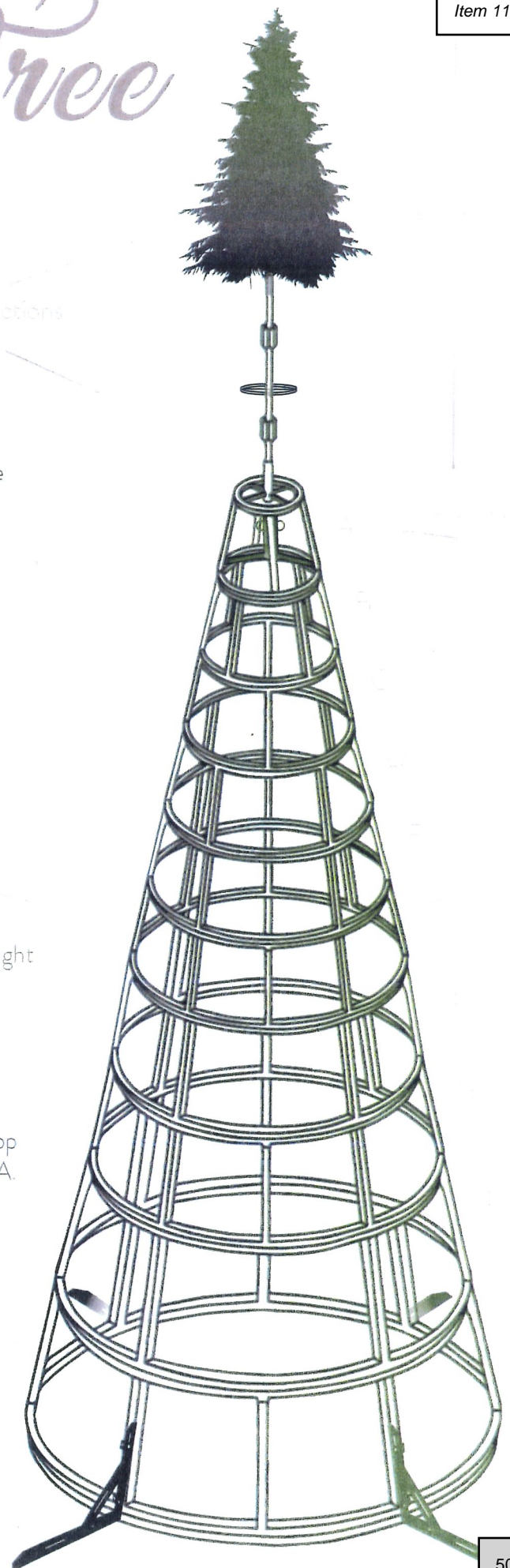
High Strength Tubular
Steel Construction

2' Ring Frame Height

- 4. Tree Top Assembly** The tree top assembly is made up of a 5' pole with a 5' top piece. The top assembly slides into the receiver tube on Ring A. Tighten bolts that hold the top pole in place.

*** Tree Topper Option**

If a tree topper (snowflake, snowburst, etc) is being installed, place this at the top of the tree top assembly at this time.



Majestic Mountain Pine Tree

ChristmasDesigners.com

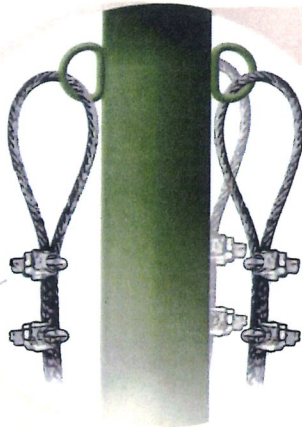
5. Anchoring A Commercial Christmas Tree

Anchor the tree by first attaching 3/16" cable to the upper D Rings on the top, center pole. Each Cable should be secured with a minimum of 2 cable clamps.

Once the cables are secured to the top of the tree, proceed to securing the tree to the chosen anchoring system.

3/16" Cable Thickness

2 Cable Clamps Per End



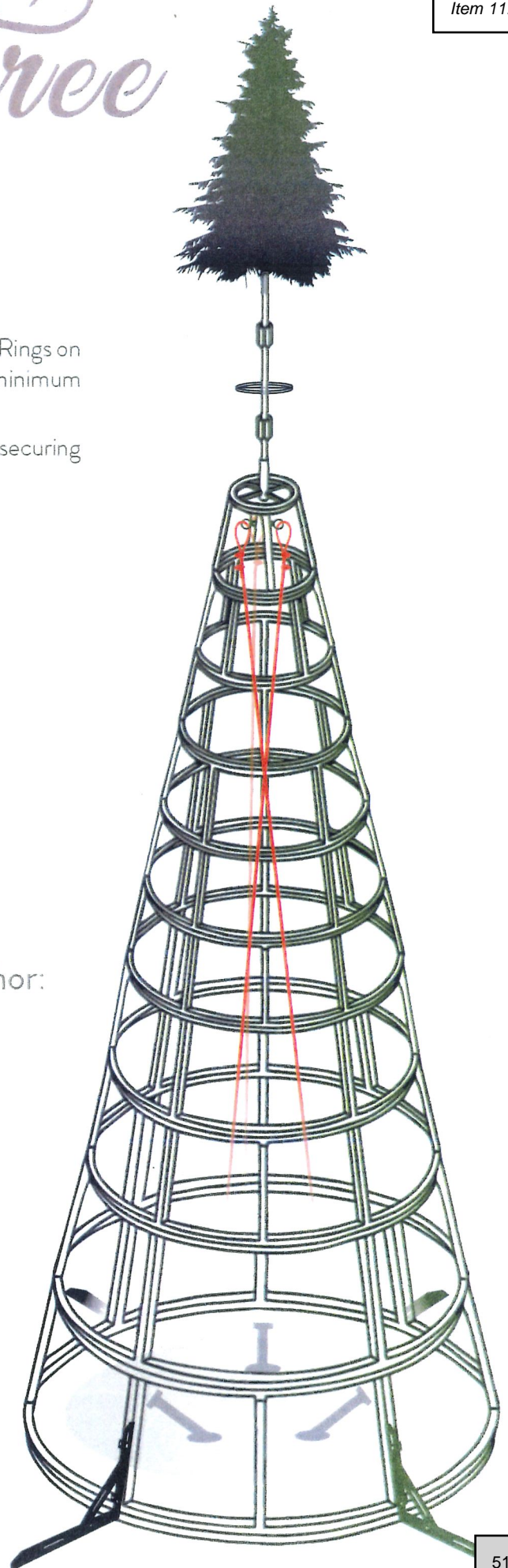
Commercial Christmas Tree • Ways To Anchor:

- Large Tent Stakes
- Water Barrel System
- Block Weight/Steel Plates

* Note

It is up to each customer to obtain the proper materials and employee knowledgeable installers to assemble and anchor the tree.

Tree Stabilizer Bracket
4 Brackets Per Tree



Anchor Example - Stakes

ChristmasDesigners.com

Large Tent Stakes

Tent stakes that are used to secure large event and party tents can be used to anchor the tree if it is being installed in a dirt or grassy area. We recommend stakes that are at least 36"-44" long. 3 of these stakes are placed inside the tree at 45 degree angles. 3/16" galvanized aircraft cable is used to secure the tree frame to each of the 3 stakes.

* Note

To maintain ease of installation, place stakes prior to tree assembly.

Anchoring The Tree

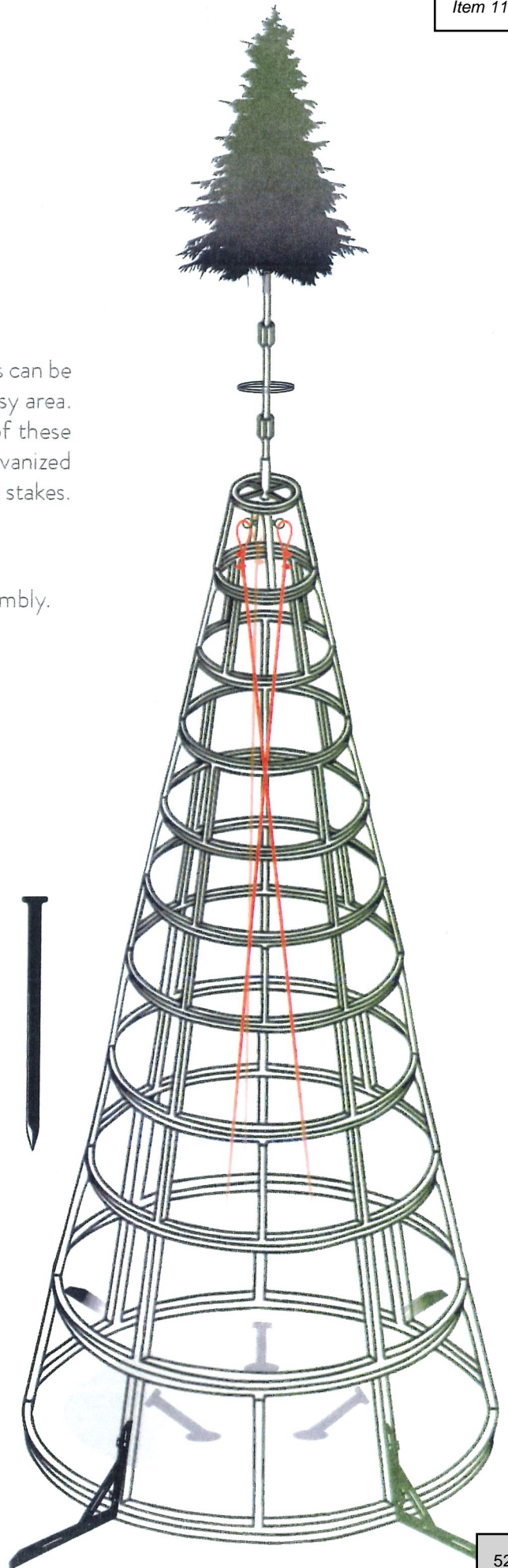
Minimum of 3 Anchor Points



Stake



Stakes Inside Frame
Install at angles for better stability.



Anchor Example - Water Barrels

ChristmasDesigners.com

Water Barrel System

The barrels are placed inside the tree and secured to the top of the tree with 3/16" galvanized cable (4200 lb capacity) and cable clamps. The cable is wrapped around the top lip of the barrel. Once the barrels are secured, they are filled with water.

*Barrels can be purchased from Uline.com

Tree Size • Weight Needed:

- 14' • One 30 gallon barrel | 250 lbs total
- 16'-18' • One 55 gallon barrel | 460 lbs total
- 20'-24' • Two 55 gallon barrels | 920 lbs total
- 26'-34' • Three 55 gallon barrels | 1,380 lbs total
- 36'-40' • Four 55 gallon barrels | 1,840 lbs total

* Note

To maintain ease of installation, place barrels prior to tree assembly.

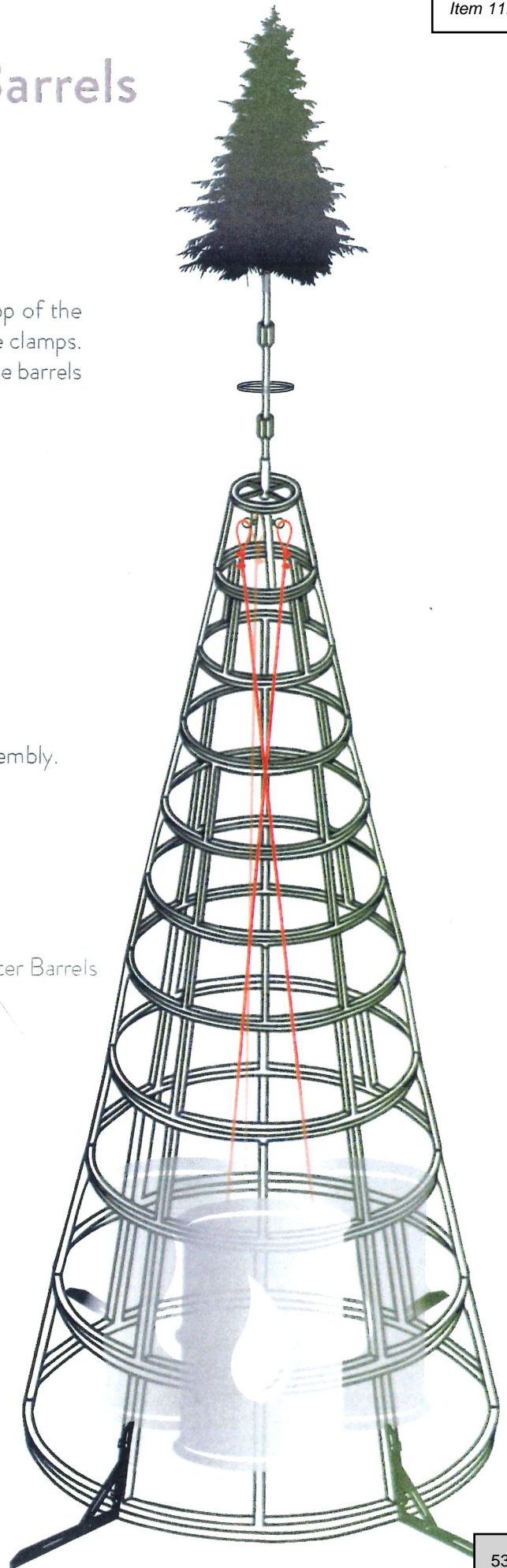
Anchoring The Tree

Minimum of 3 Anchor Points



55 Gallon Water Barrels

Barrels Inside Frame



Anchor Example - Block Weight

ChristmasDesigners.com

Block Weight

For a 3rd anchoring option, heavy weight blocks such as liquid filled road construction barriers or heavy steel plates can be used. Use the following guide for the estimated weight needed to secure the tree size you are installing.

Tree Size • Weight Needed:

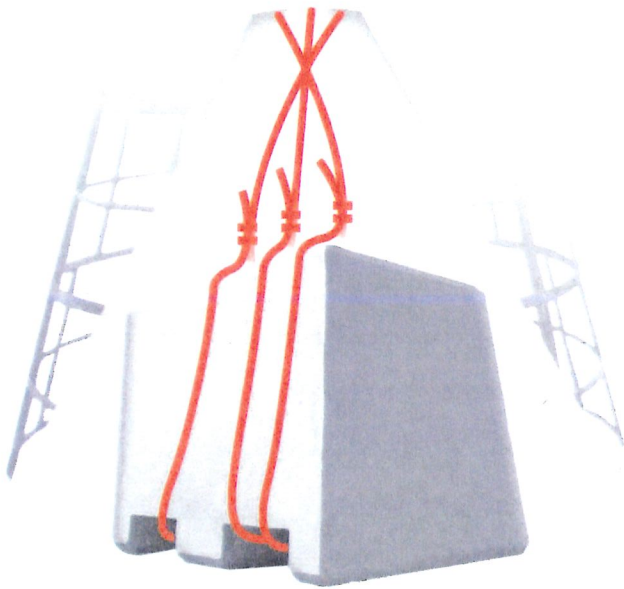
- 14' • 250 lbs total
- 16'-18' • 460 lbs total
- 20'-24' • 920 lbs total
- 26'-34' • 1,380 lbs total
- 36'-40' • 1,840 lbs total

* Note

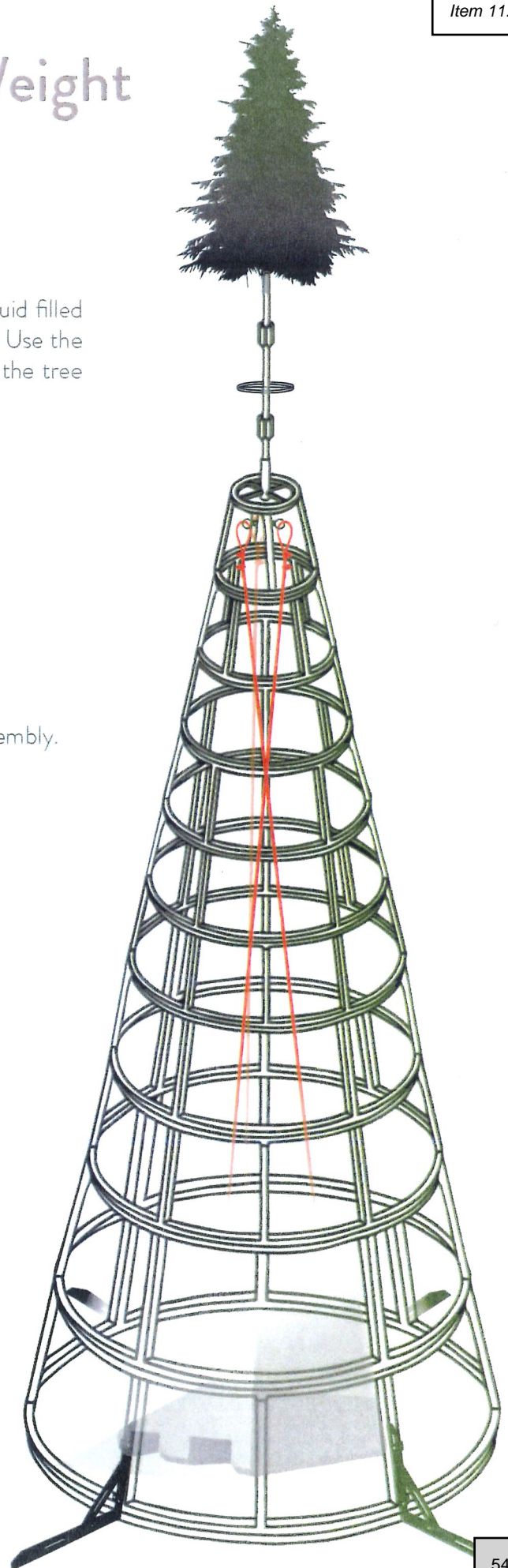
To maintain ease of installation, place weights prior to tree assembly.

Anchoring The Tree

Minimum of 3 Anchor Points



Block Inside Frame



Majestic Mountain Pine Tree

ChristmasDesigners.com

6. Tree Branch Installation

Tree branches come in two sizes. Every tree, regardless of size has 6 top branches which are 13" longer than the rest of the tree branches. The 6 top branches can be found in the oversized box that contains the two tree top pieces.

Prior to putting any branches on the tree, it's best to shape each branch on the ground. The branches will need to be shaped adequately so as not to show the tree frame. Additional touch-up shaping is usually required once the branches are on the tree. It can be helpful to have a spotter on the ground watching for areas where more shaping is needed.

Ornament Decorating Note:

If an ornament package was purchased for the tree, these will need to be added to the branches while still on the ground. Refer to the Ornament Decorating Guide on Page 8-9.

Once the branches are shaped and if decorated, ornaments are added, begin attaching the branches to the tree. Begin with the top 6, longer branches. Slide each branch into the receiver hook on the tree frame and plug in the light set to an open outlet on the tree wiring harness.*

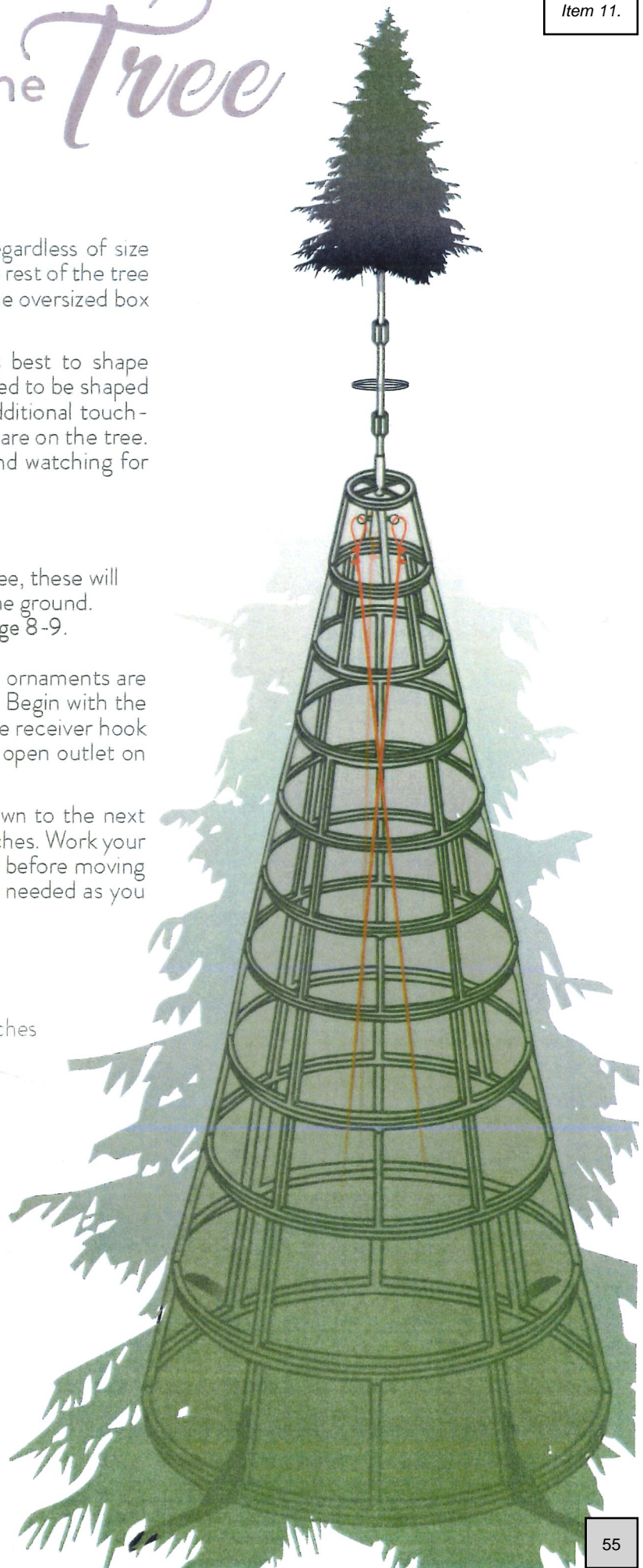
After the top 6 branches are installed, move down to the next row of hooks and begin installing the regular branches. Work your way around the tree, fully installing an entire row before moving to the next row. Do additional branch shaping as needed as you work your way down the tree.



Regular Branches

* Light Check

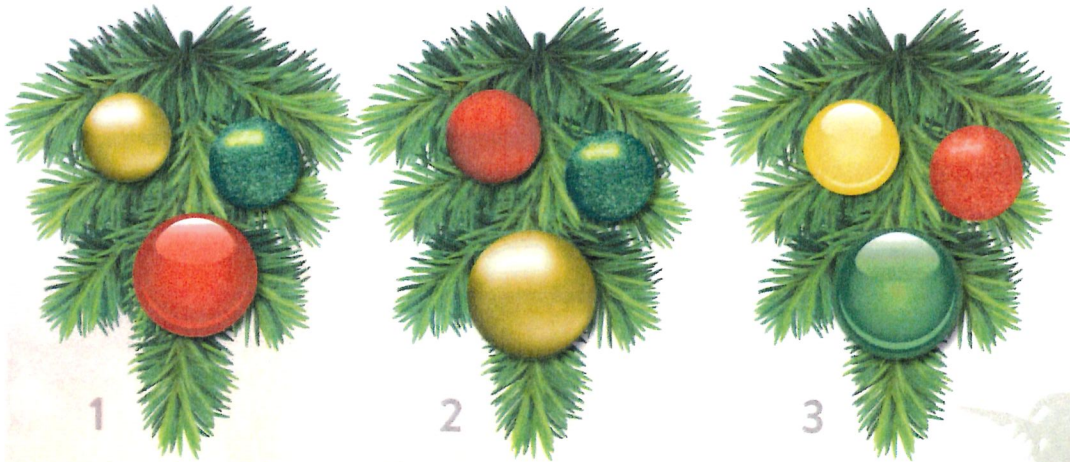
It is best to have the tree plugged in as you position the branches to insure all sections of the tree light up properly.



Majestic Mountain Pine Tree

ChristmasDesigners.com

Regular Branches



*Example: Colors Of The Holiday Theme

Follow the decorating chart on Page 9 to decorate the branches in each of the three groups

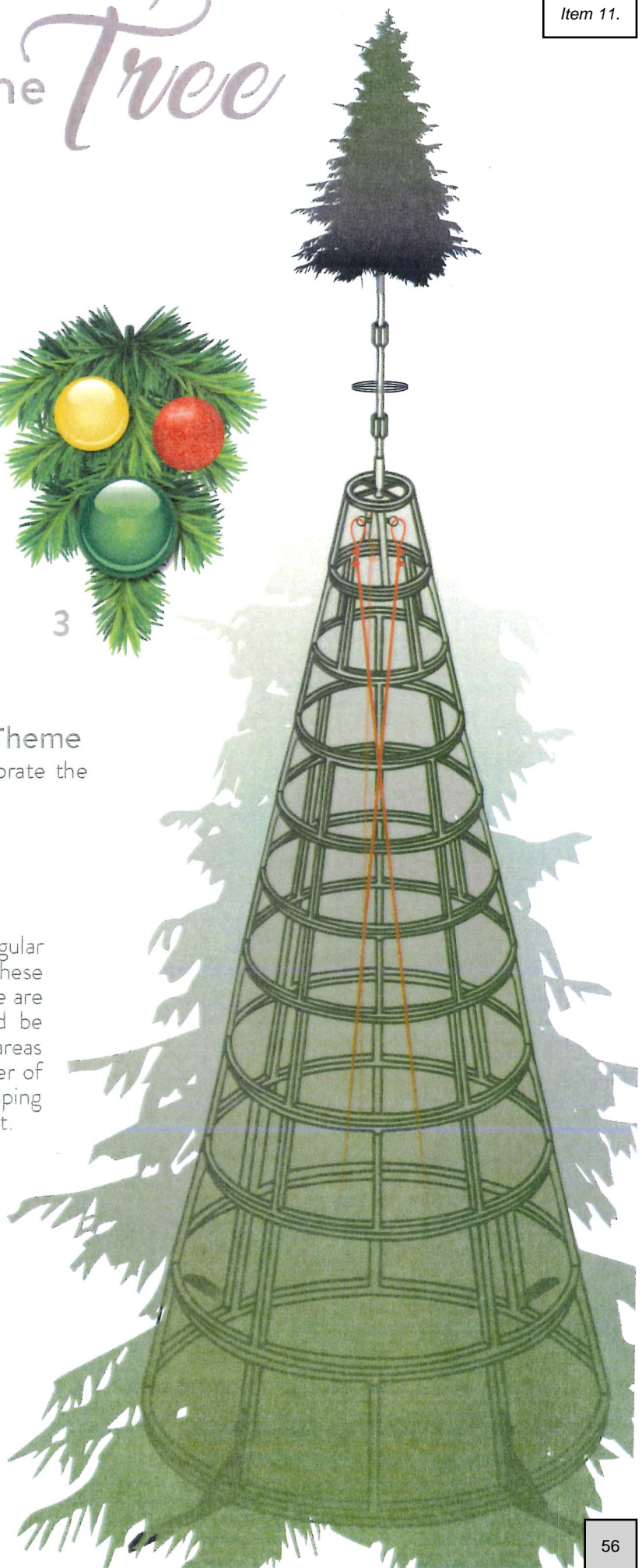
7. Ornament Decorating – Branches

When decorating branches, separate the regular branches into three separate areas. Designate these areas as Branch 1, Branch 2 and Branch 3. There are also six, elongated top branches, these should be evenly distributed to the three separate branch areas as well. Those branches receive the same number of ornaments as the regular size branches. Each grouping of branches will receive the same ornament layout.

Regular Branches

* Note

Branches decorated prior to installation.



Majestic Mountain Pine Tree

ChristmasDesigners.com

Ornament Decorating Chart

Colors Of The Holidays

Branch 1

1 • 6" Matte Gold
1 • 6" Glitter Green
1 • 10" Shiny Red

Branch 2

1 • 6" Matte Red
1 • 6" Glitter Green
1 • 8" Matte Gold

Branch 3

1 • 6" Shiny Gold
1 • 6" Glitter Red
1 • 8" Shiny Green

5' Tree Top

2 • 6" Glitter Green
1 • 6" Matte Gold
6 • 6" Glitter Red
2 • 8" Matte Gold



Red & Gold

Branch 1

2 • 6" Glitter Red
1 • 10" Shiny Gold

Branch 2

1 • 6" Matte Red
1 • 6" Glitter Gold
1 • 8" Matte Red

Branch 3

2 • 6" Shiny Gold
1 • 8" Matte Red

Top

1 • 6" Shiny Gold
1 • 6" Matte Red
6 • 6" Glitter Gold
3 • 8" Matte Red



Red & Silver

Branch 1

2 • 6" Glitter Red
1 • 8" Shiny Silver

Branch 2

1 • 6" Matte Red
2 • 4" Glitter Silver
1 • 8" Shiny Silver

Branch 3

3 • 4" Glitter Silver
1 • 10" Shiny Red

Top

1 • 6" Matte Red
7 • 4" Glitter Silver
3 • 8" Shiny Silver



Blue & Silver

Branch 1

2 • 6" Glitter Blue
1 • 10" Shiny Silver

Branch 2

1 • 6" Matte Blue
1 • 6" Glitter Silver
1 • 8" Matte Blue

Branch 3

2 • 6" Shiny Silver
1 • 8" Matte Blue

Top

1 • 6" Shiny Silver
1 • 6" Matte Blue
6 • 6" Glitter Silver
3 • 8" Matte Blue



8. Ornament Decorating - Branches

After branches are decorated they should be put on the tree in a repeating 1, 2, 3 pattern. As you work your way down the tree, additional branch shaping will be needed.

* Note

The six elongated tree top branches are decorated with the same ornament layout as the regular branches.



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

November 1, 2021

PRESENTER:

Cynthia Northrop, City Manager

ITEM DESCRIPTION:

Discussion and any necessary action regarding authorizing City Manager to approve budget adjustments up to \$25,000 and emergency budget amendments up to \$25,000.

BACKGROUND INFORMATION:

Authorizing the City Manager to adjust the budget up to \$25,000 (move funds between departments but doesn't increase the bottom line budget) and provide for emergency budget amendments up to \$25,000 that do increase the bottom line budget will give staff flexibility in the ongoing operation and budget management and will increase efficiency in the organization.

Staff currently brings budget adjustments/amendments to Council for approval on a bi-annual schedule and will continue to bring these items to Council for review and approval, as appropriate.

FISCAL IMPACT:

- ☒ Not Applicable
- ☐ Proposed Expenditure:
- ☐ General Ledger Code:
- ☐ Proposed Revenue:
- ☐ Budget Amendment Required: No
- ☐ Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

RECOMMENDED MOTION AND/OR ACTION:

Consider approval of authorizing City Manager to approve budget adjustments up to \$25,000 and emergency budget amendments up to \$25,000.