



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

September 05, 2023 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 September 05, 2023 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

CALL TO ORDER

INVOCATION led by Linda Leveridge of First Presbyterian Church

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. Department Head Reports
 - BEDC Restoration of Murals
 - National Night Out October 3rd
 - Reschedule October Commission Meeting
 - Vehicle Auction update
 - Street improvement update
 - TABC Applications

2. Upcoming Events

- | | |
|----------------|------------------------------|
| September 9th | 911 First Responders Benefit |
| September 9th | Sips of Summer |
| September 21st | Bulk Pick up |

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

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

3. Receive update from Will Thompson with Stephens County Appraisal District.

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 August 1, 2023 Regular Commission Meeting minutes as recorded.
5. Consider approval of the August 15, 2023 Special Commission Meeting minutes as recorded.
6. Consider approval of the August 29, 2023 Special Commission Meeting minutes as recorded.
7. Discussion and any necessary action on approving Resolution 23-22 confirming and accepting securities pledged for municipal funds while acting as City Depository.
8. Consider approval of Resolution 23-24 authorizing the conveyance of property known as 306 N. Veale and authorizing the Mayor to execute necessary documents.

PUBLIC HEARING ITEMS

9. Public Hearing on proposed FY 2023-2024 City of Breckenridge budget

ACTION ITEMS

10. Discussion and any necessary action on approving the Stephens County Appraisal District FY 2023-2024 Budget
11. Discussion and any necessary action on approving the Bi-annual report of the Breckenridge Economic Development Corporation.
12. Discussion and any necessary action on approving the FY 2023-2024 Breckenridge Economic Development Corporation Budget

- [13.](#) Discussion and any necessary action approving BEDC Contract renewal with the Breckenridge Chamber of Commerce
- [14.](#) Discussion and any necessary action on approving BEDC Board Director as Recommended by BEDC
- [15.](#) Discussion and any necessary action on approving Ordinance 23-15 adopting a budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 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.
- [16.](#) Discuss and consider approval of Resolution 23-21 ratifying the tax revenue for the tax year 2023 (FY 2023-2024) for the City of Breckenridge
- [17.](#) Discuss and Consider Ordinance 23-13 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 2023-2024; 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.
- [18.](#) Discussion and any necessary action on approving Water Treatment Plant Project
- [19.](#) Discussion and any necessary action regarding approval of purchase and installation of new Playground equipment and Canopy for the Breckenridge City Park
- [20.](#) Discussion and any necessary action on FM 3099 Utility Relocation Contract Change Order
- [21.](#) Discussion and any necessary action approving P&Z Recommendation to close the remaining portion of North Oakwood Avenue, lying between Blocks 44 and 45 of the Lakeview Addition of the City of Breckenridge, Texas.
- [22.](#) Discussion and any necessary action on approving renewal agreement with New Source Broadband.
- [23.](#) Discussion and any necessary action for approval of BISD Pep Rallies and Food Trucks on City Streets
- [24.](#) Discussion and any necessary action regarding Ordinance 23-14 amending FY 2022-2023 official budget adopted by Ordinance 22-14
- [25.](#) Discussion and any necessary action regarding approval of Ordinance 2023 – 11 updating Schedule of Fees (Second 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(1),(2): Consultation with attorney regarding pending or anticipated litigation, or a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:

26. Facility Use Agreements/City Property

Real Property

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

27. 1.79 acre tract at 828 Industrial Loop, Breckenridge TX

28. YMCA

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 PM** on the **2nd day of SEPTEMBER 2023**.

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.



Breckenridge

City Of Breckenridge

DEPARTMENTAL REPORTS

July 2023

105 N. Rose Ave.
Breckenridge, TX 76424
254.559.8287
www.breckenridgetx.gov

Finance

Bank Statement Balances

	Account Name	Balances as of July 2022	Balances as of July 2021	Item 1.
1001	GENERAL FUND	\$ 976,954.97	\$ 1,582,402.43	
1013	ARSON FUND	\$ 509.89	\$ 509.89	
1014	FEDERAL TAX & LOAN	\$ 79.17	\$ 25,088.11	
2000	PAYING	\$ 2,502.00	\$ 0.15	
1001	WATER FUND	\$ 1,153,169.62	\$ 1,428,403.82	
1001	WASTEWATER FUND	\$ 531,610.92	\$ 859,778.08	
1001	SANITATION	\$ 47,464.13	\$ 32,731.16	
1001	FIRE DEPT. SPECIAL	\$ 13,269.20	\$ 10,511.42	
1001	FORFEITED PROPERTY	\$ 1,250.63	\$ 1,477.17	
1002	PAYROLL FUND	\$ 1,347.61	\$ 123,179.46	
1001	EQUIP. REPLACEMENT FUND	\$ 133,925.55	\$ 233,473.59	
1001	STREET MAINTENANCE	\$ 705,591.43	\$ 877,519.33	
1001	BRECKENRIDGE PARK FUND	\$ 8,896.90	\$ 9,243.15	
1001	POLICE DEPT. SPECIAL	\$ 10,130.19	\$ 13,607.99	
1001	Excess Sales Tax Revenue	\$ 17,581.03	\$ 17,625.09	
1001	Breck Trade Days	\$ 39,183.55	\$ 39,407.99	
1051	CO 2017 A&B Sinking /Rd	\$ 460,058.25	\$ 486,705.42	
1001	Capital Improvement Project	\$ 995,578.65	\$ 609,011.68	
1058	GENERAL DEBT SERVICE FUND	\$ 1,202,746.25	\$ 1,286,485.71	
1025	Rescue Boat Donation	\$ 1,807.75	\$ 1,812.28	
1073	CWSRF LF1001492	\$ 2.00	\$ 1.99	
1076	CWSRF LF1001492 ESCROW	\$ 1,227,420.00	\$ 1,234,164.30	
1056	CWSRF CO 2022A L1001491	\$ 2.00	\$ 1.00	
1074	CWSRF CO 2022A L1001491 ESCROW	\$ 904,202.60	\$ 933,729.18	
1072	CWSRF CO 2022A L1001426	\$ 2.00	\$ 1.00	
1075	CWSRF CO 2022A L1001426 ESCROW	\$ 1,915,000.00	\$ 1,977,534.01	
1071	DWSRF LF1001495	\$ 1.00	\$ 1.10	
1079	DWSRF LF1001495 ESCROW	\$ 1,312,809.00	\$ 1,338,588.92	
1070	DWSRF CO 2022B L1001493	\$ 2.00	\$ 1.00	
1078	DWSRF CO 2022B L1001493 ESCROW	\$ 1,305,000.00	\$ 1,347,614.55	
1057	DWSRF CO 2022B L1001494	\$ 2.00	\$ 1.00	
1077	DWSRF CO 2022B L1001494 ESCROW	\$ 914,746.25	\$ 944,617.12	
	TOTAL - ALL FUNDS	\$ 13,882,846.54	\$ 15,415,229.09	6

Fiscal Year Sales Tax Revenue Received

MONTH RECEIVED	2019-2020	2020-2021	2021-2022	2022-2023
OCT	142,235	138,040	157,493	180,530
NOV	122,415	176,091	213,510	230,739
DEC	149,000	138,215	167,667	169,037
JAN	132,144	142,770	195,423	203,137
FEB	175,232	204,822	222,525	228,165
MARCH	127,285	149,849	150,395	166,133
APRIL	121,607	119,118	138,407	175,456
MAY	168,693	210,823	222,804	210,071
JUNE	158,145	157,037	185,695	175,128
JULY	167,474	160,631	187,757	185,736
AUG	183,855	196,582	215,658	206,710
SEPT	141,151	158,558	172,552	
TOTAL	1,789,236	1,952,536	2,229,886	2,130,842



BUILDING & DEVELOPMENT

Item 1.

JULY 2023		FY 2022-2023
Permits Issued:		
Building	4	53
Roof	1	23
Fence, windows, siding, etc.	1	12
Sign	4	14
Mobile home	0	6
Certificate of Occupancy	1	7
Electrical	15	62
Plumbing	5	32
Gas line	1	33
Irrigation	0	0
HVAC	1	16
Moving	0	0
Demolition	0	0
Zone change	0	0
Variance	0	2
Prelim/final plat	0	0
Solicitor/vendor	0	2
Beer license	4	11
Gaming machine license	0	6
Food Mobile Unit	1	5
Fire alarm	0	0
Fire sprinkler	0	0

CODE ENFORCEMENT

Item 1.

New violations cases opened – 16

High weeds – 111 S. Smith

High weeds – 400 Ridge Rd.

Junk vehicles – 1208 W. Hulum

High weeds – 909 W. Dyer

High weeds – 423 E. Walker

High weeds – 205 W. 2nd

Dangerous building – 803 W. Hulum

Junk vehicle (boat) – 201 N. Liveoak

High weeds – 210 N. McAmis

Junk vehicles – 406 W. 7th

High weeds – 213 Pembroke

Dangerous building – 213 Pembroke

High weeds/rubbish – 115 W. 5th

High weeds – 901 W. Jeanette

High weeds – 105 N. Dairy

High weeds – 210 Pembroke

CODE ENFORCEMENT

Violations closed due to compliance – 11

High weeds – 700 W. Hullum

High weeds – Court & Dyer

Dangerous building – 109 E. 7th

High weeds – 100 Medina Court

High weeds – 316 W. 5th

High weeds – 400 Ridge Rd.

High weeds – 909 W. Dyer

High weeds – 423 E. Walker

High weeds – 205 W. 2nd

High weeds – 105 N. Dairy

High weeds – 210 Pembroke

CODE ENFORCEMENT

Cases sent to Municipal Court – 0

High weeds cases mowed by the city and bills sent to property owners

212 W. 6th – bill was paid 8/2/23

404 S. Pecan – lien placed on property 8/3/23

PARTNERSHIPS IN ACTION



109 W. 7th

B
E
F
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R
E



Item 1.

A
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T
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R



200 E. Elm

B
E
F
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A
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900 S. Cutting

**B
E
F
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R
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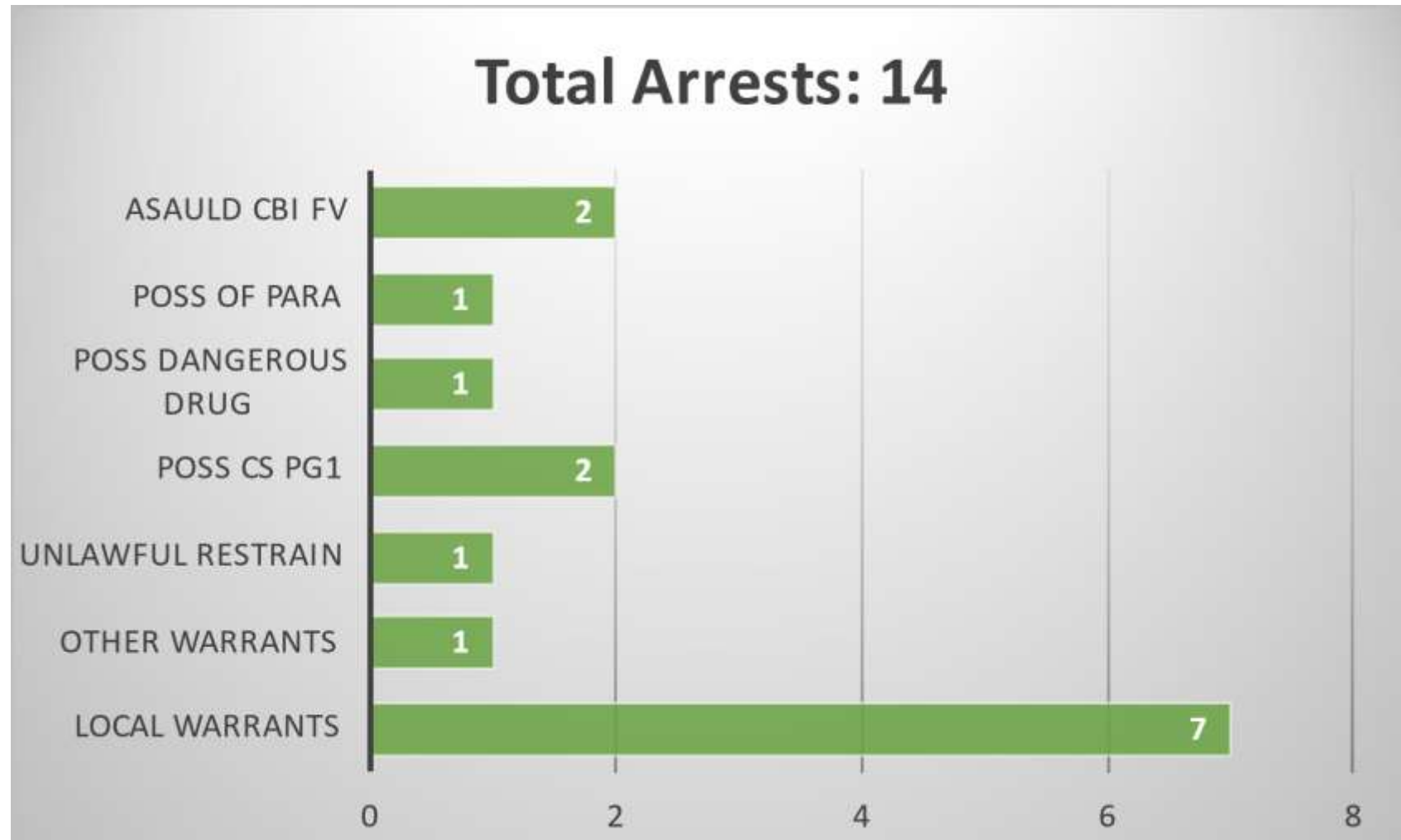
Item 1.

**A
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R**











FILL THE BUS 2023





2023 RIB FEST RIB-EATING CONTEST WINNERS

**BACEL CANTRELL
RAYME WILEY**



ANIMAL CONTROL

TOTAL CALLS
FOR SERVICE

74

CALL TYPES		
Aggressive		2
Bite		1
Carcass		5
Injured / Sick		3
Returned To Owner In Field		6
Running At Large		30
Nuisance / Complaint		6
Welfare Check		10
Other		21
SHELTER INTAKE		
	City	County / H.S.
Stray / Running At Large	4	0
Seized By Law	1	0
Owner Surrender	0	0
Rabies Quarantine Observation	0	0
TOTAL	5	0

ANIMAL CONTROL

TOTAL CALLS
FOR SERVICE

74

LEFT THE SHELTER		
	City	County
Adopted From The Shelter	1	
Reclaimed By Owner	2	0
Returned To Owner After Quarantine	0	0
Transferred To Rescue Partner	0	
TOTAL	3	0
RABIES QUARANTINE OBSERVATION		
	City	County
Home Quarantine	1	
Shelter Quarantine	0	0
TOTAL	1	0

ANIMAL CONTROL

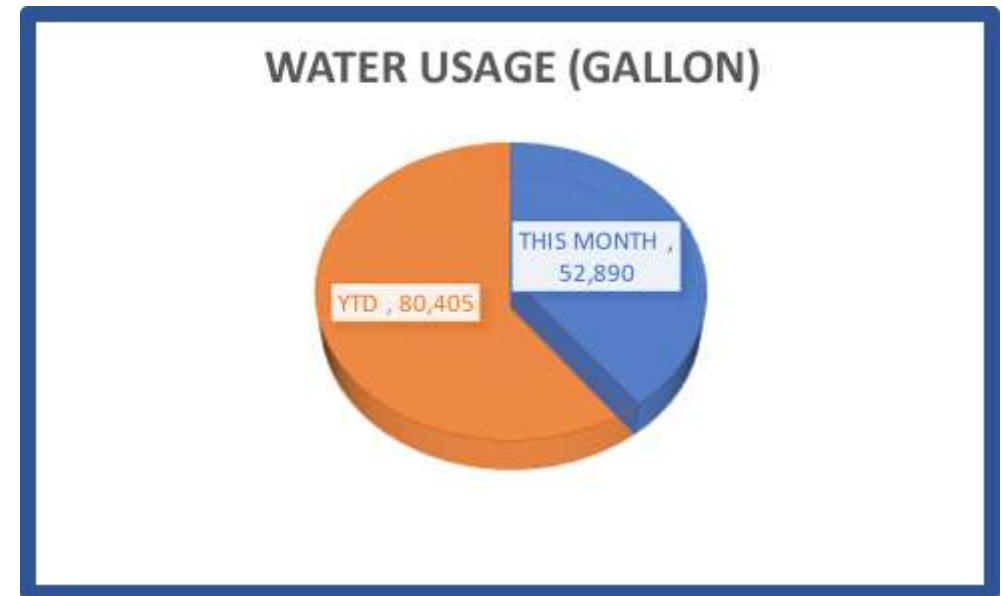
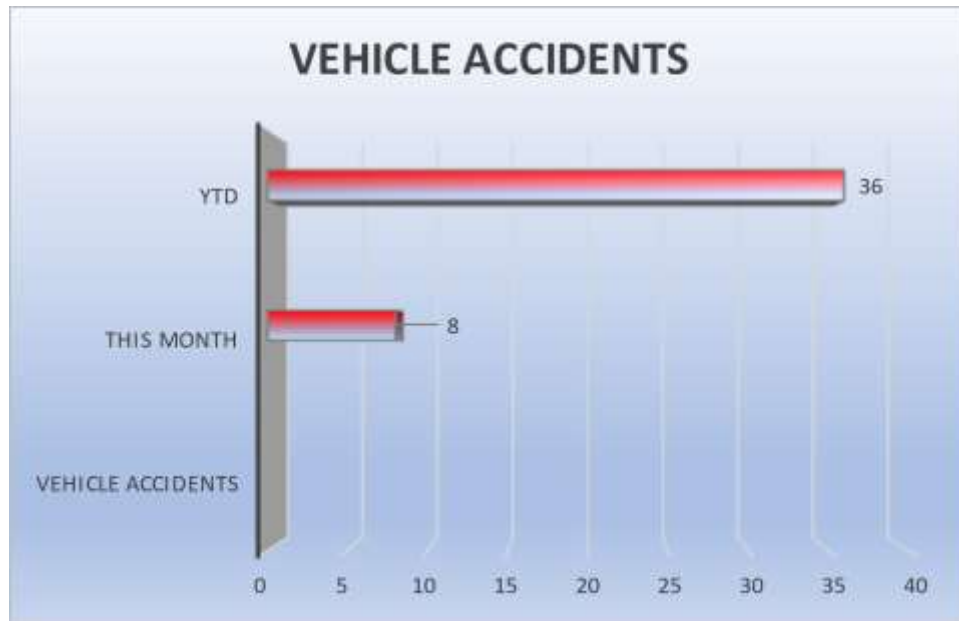
TOTAL CALLS
FOR SERVICE

74

HUMANE EUTHANASIA			
	Dogs	Cats	Other
Behavioral	0	0	0
Medical	0	0	0
Owner Surrender For Euthanasia	0	0	0
TOTAL	0	0	0










CR 224
August 21,
2023

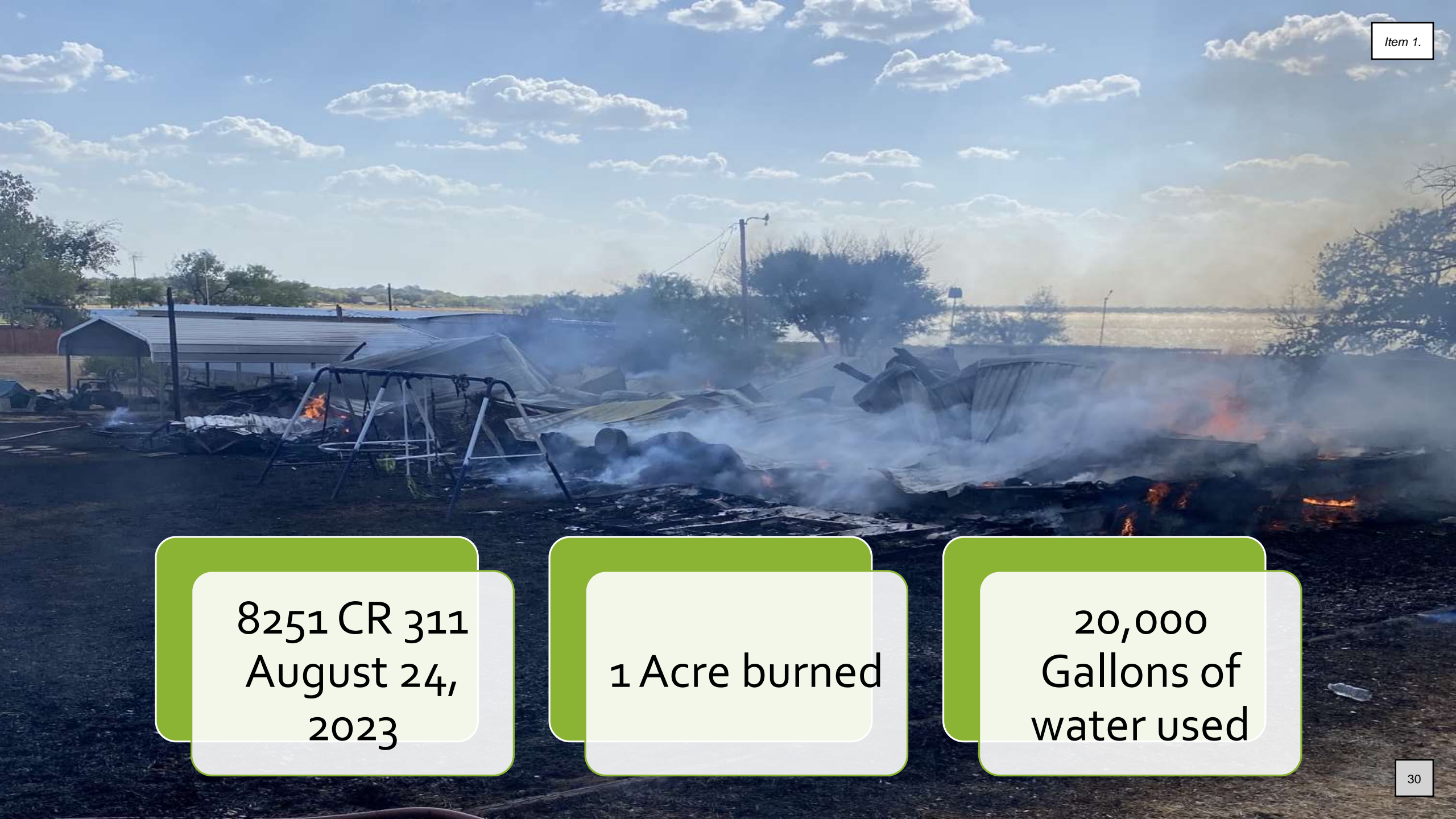
30 Acres
Burned

20,000
Gallons of
water used



1406 E Lindsey
August 19,
2023

15,000 Gallons
of water used



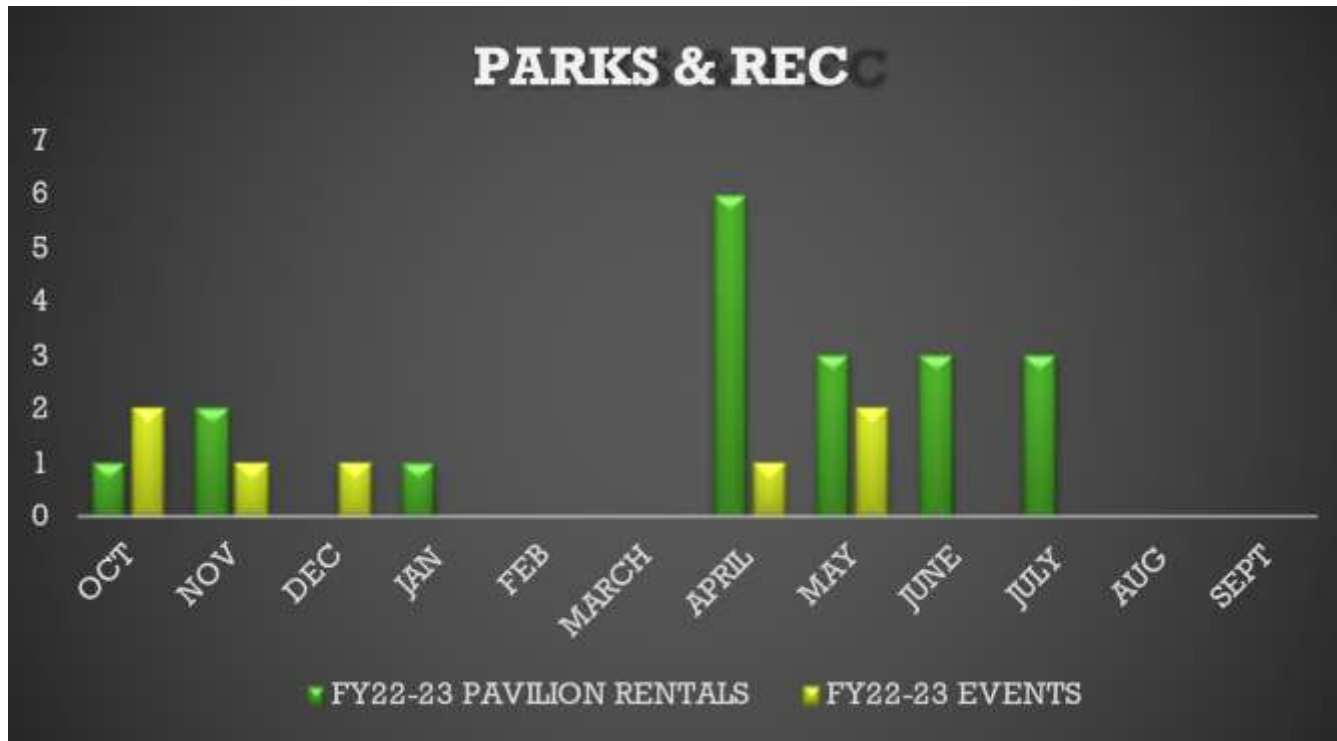
8251 CR 311
August 24,
2023

1 Acre burned

20,000
Gallons of
water used

PARKS & CEMETERY





Mowing and Weed eating
In all parks

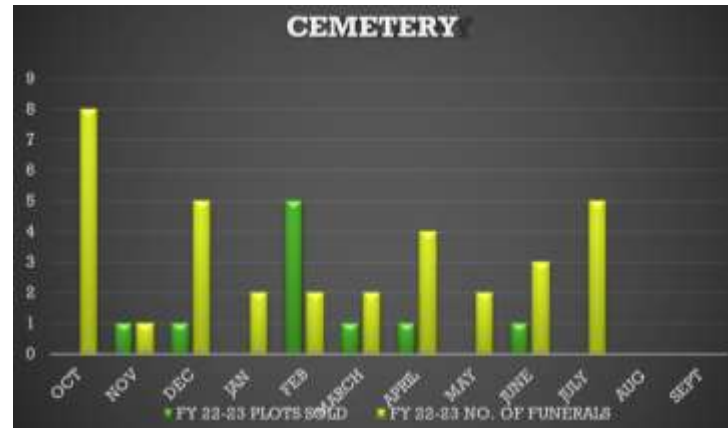
Pool Season going well

3 Pavilion Rentals

Lots of activity in the park

Watering Grass

Have an open position in the park



5 funerals

Mowing and weed-eating

Filling graves

Part-time Position open

Help locate several graves for
people studying genealogy

Watering grass

Help in park

CEMETERY



- 2023 Employee Appreciation Picnic & Pool Party





Item 1.



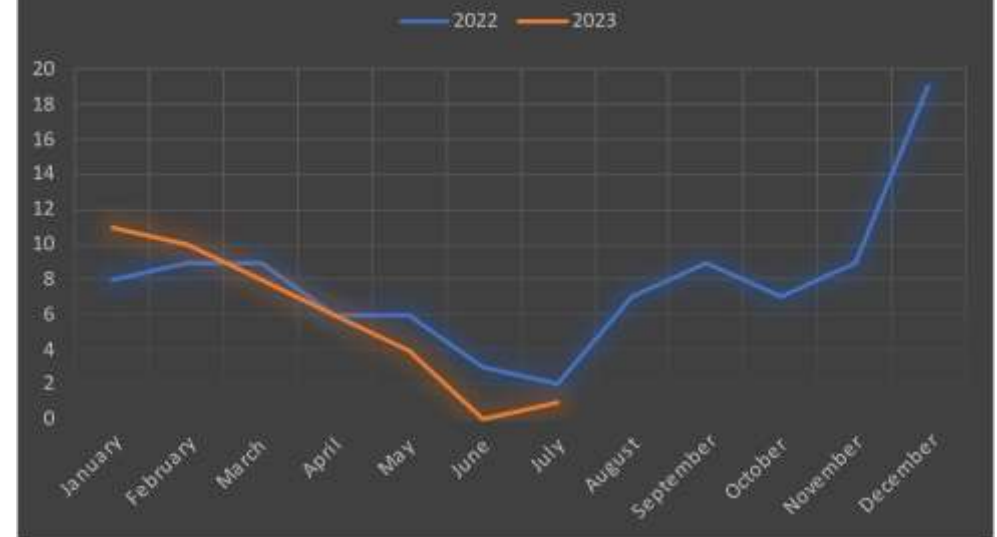


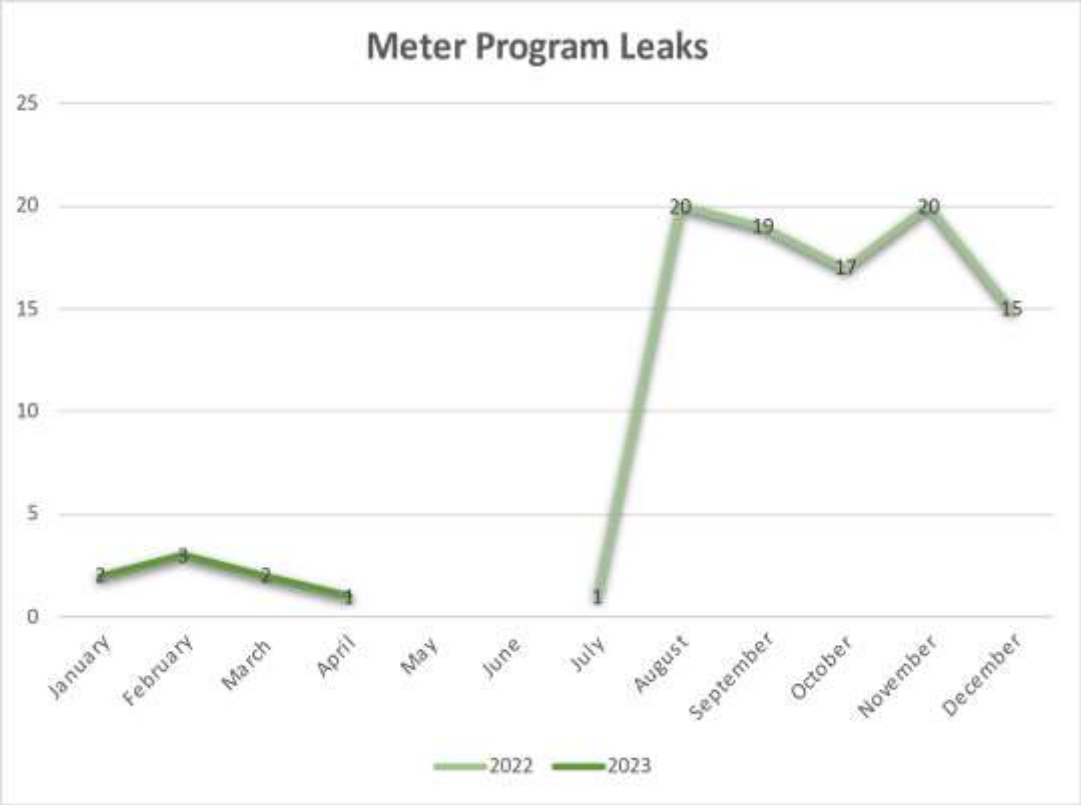


PUBLIC WORKS



DEPARTMENT

Water Leaks**SEWER STOPPAGES**





BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of the August 1, 2023 Regular Commission Meeting minutes as recorded.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

Meeting minutes for the Regular Commission meeting on August 1, 2023.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Move to approve as presented.

AUGUST 1, 2023

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 3
MAYOR PRO TEM, PLACE 4

BOB SIMS
BLAKE HAMILTON
VINCE MOORE
GARY MERCER

CITY MANAGER
CITY SECRETARY
FINANCE DIRECTOR
PUBLIC SERVICES DIRECTOR
FIRE CHIEF
PUBLIC WORKS DIRECTOR

CYNTHIA NORTHROP
JESSICA SUTTER
DIANE LATHAM
STACY HARRISON
MALCOLM BUFKIN
TODD HENDERSON

NOT PRESENT

COMMISSIONER, PLACE 2

ROB DURHAM

CALL TO ORDER

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

Invocation led by Steve Spoon of REAL Church

OPEN FORUM

No speakers.

STAFF REPORT

City Manager

1. City Business

2023 TxCDBG Downtown Revitalization Grant Update

US Highway 183 Update

2. Upcoming events

August 17th Bulk Pickup

August 29th Public Hearing on Tax Rate

CONSENT AGENDA

3. Consider approval of the July 27, 2023 Special Commission Meeting minutes as recorded.
4. Request to approve Resolution 2023-17 BISD Homecoming Parade
5. Request to approve 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. Commissioner Moore seconded the motion. The motion passed 4-0

ACTION ITEMS

6. Discussion and consider adoption of an ordinance authorizing the issuance and sale of City of Breckenridge, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023; 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.

City Manager Cynthia Northrop stated that after receiving the certified values from the Stephen's County Appraisal District of \$283,363,231 at the end of July 2023 and financial advisors analyzing the current market conditions the recommended amount to issue is \$8,641,000 million. The funds will be used for needed capital improvement projects including various park improvements and equipment, facilities for Public Works, and several street improvement projects. The bond sale/closing is scheduled for Tuesday, August 29, 2023.

Commissioner Moore made a motion to approve Ordinance 2023-12 authorizing the issuance and sale of City of Breckenridge, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023; 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. Mayor Pro-Tem Mercer seconded the motion. The motion passed 4-0.

7. Discussion and any necessary action regarding final Change Order (#4) to the AMI Meter Replacement project, acceptance of project and purchase of stock meters.

City Manager Cynthia Northrop stated that this will be the final order and reconciliation of meters installed and included the addition of additional meters to have on hand as requests for connections are received. Pricing on these meters has increased substantially and this will allow us to take advantage of existing contract meter pricing.

Mayor Pro-Tem Mercer moved to approve final Change Order (#4) to the AMI Meter Replacement project, acceptance of project and purchase of stock meters. Commissioner Hamilton seconded the motion. The motion passed 4-0.

8. Discussion and any necessary action regarding approval of Ordinance 2023 – 11 updating Schedule of Fees (First Reading)

City Manager Northrop stated that the schedule of fees will be updating the Water/Wastewater rate increases approved by Commissioners as a result of the Water/Wastewater Rate study, the solid waste rate increases according to the contract with Republic Services, and language providing for Bureau Veritas inspection fees to be passed through to the developer/builder.

Commissioner Hamilton moved to approve the first reading of Ordinance 2023-11 updating the schedule of fees. Commissioner Moore seconded the motion. The motion passed 4-0.

9. Discussion and any necessary action regarding approval of Resolution 2023-18 accepting the 2023 Certified Appraisal roll.

City Manager Northrop reviewed the 2023 Tax Appraisal Roll prepared by the Stephens County Appraisal District.

Commissioner Moore moved to approve Resolution 2023-18 accepting the 2023 Certified appraisal roll. Mayor Pro-Tem Mercer seconded the motion. The motion passed 4-0.

10. Discussion and any necessary action to schedule August 29 for Public Hearing on the proposed tax rate, discuss tax rate, NNR, and Voter Approval Rate, De Minimus Rate and take a record vote.

City Manager Cynthia Northrop reviewed the proposed tax rate, the no new revenue rate, the voter approval tax rate, and the De Minimus Tax Rate. Staff are proposing using the De Minimus Tax Rate Rule which is an option allowed for cities under 30,000 in population. Northrop explained that Commissioners will need to consider setting a Public Hearing on August 29, 2023, on the proposed tax rate.

Commissioner Moore moved to approve the proposed tax rate and scheduled a public hearing on the proposed tax rate for August 29, 2023. Commissioner Hamilton seconded the motion. The motion passed 4-0.

11. Discussion and any necessary action regarding setting a Public Hearing to consider FY 2023/2024 Proposed Budget on September 5, 2023.

Commissioner Northrop stated that Commissioners would need to schedule a public hearing on the proposed 2023/2024 budget. Staff recommends scheduling the Public Hearing for September 5, 2023.

Mayor Pro-Tem Mercer moved to approve scheduling a public hearing to consider FY 2023/2024 proposed budget on September 5, 2023. Commissioner Hamilton seconded the motion. The motion passed 4-0.

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

No requests.

ADJOURN

There being no further business, the Mayor adjourned the regular session at 6:05 p.m.

Bob Sims, Mayor

Jessica Sutter, City Secretary



**BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM**

Subject: Consider approval of the August 15, 2023 Special Commission Meeting minutes as recorded.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

Meeting minutes for the Special Commission meeting on August 15, 2023.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Move to approve as presented.

AUGUST 15, 2023

**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

BOB SIMS
ROB DURHAM
VINCE MOORE
GARY MERCER

CITY MANAGER
CITY SECRETARY
FINANCE DIRECTOR

CYNTHIA NORTHROP
JESSICA SUTTER
DIANE LATHAM

NOT PRESENT

COMMISSIONER PLACE 1

BLAKE HAMILTON

CALL MEETING TO ORDER

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

OPEN FORUM

This is an opportunity for the public to address the City Commission on any matter of public business, except public hearings.

No speakers.

CONSENT AGENDA

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

ACTION ITEMS

1. Discussion and any necessary action on Resolution 23-19 to update Investment Policy

City Manager Cynthia Northrop explained that the city's current investment policy does not allow for government investment pools as an authorized investment. Commissioners approved the sale of Certificates of Obligation on August 1, 2023. The sale will be closing on August 29, 2023. Updating the policy will allow for the funds to be deposited into a local government investment pool to manage the cash and provide preservation of principal, daily liquidity, portfolio diversification, and yield interest.

Commissioner Moore moved to approve Resolution 23-19 as presented. Mayor Pro-Tem Mercer seconded the motion. The motion passed 4-0.

2. Discussion and any necessary action on Resolution 23-20 approving the Application for Participation in the Local Government Investment Cooperative (LOGIC)

Northrop stated that participation in the LOGIC local government investment cooperative with the proceeds from the Certificates of Obligation will provide a higher rate of return on dollars over the next three years during project construction than City accounts at our current bank.

Commissioner Durham moved to approve Resolution 23-20 approving the application for participation in the local government investment cooperative (LOGIC). Commissioner Moore seconded the motion. The motion passed 4-0.

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.

Commissioner Durham stated that he would like a street progress update on the next agenda.

ADJOURN

There being no further business, the Mayor adjourned the special session at 6:04 p.m.

Bob Sims, Mayor

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of the August 29, 2023 Special Commission Meeting minutes as recorded.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

Meeting minutes for the Special Commission meeting on August 29, 2023.

FINANCIAL IMPACT:

If applicable, enter financial impact.

STAFF RECOMMENDATION:

Move to approve as presented.

AUGUST 29, 2023

**SPECIAL 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

BOB SIMS

BLAKE HAMILTON

ROB DURHAM

VINCE MOORE

GARY MERCER

CITY MANAGER

CITY SECRETARY

FINANCE DIRECTOR

CYNTHIA NORTHROP

JESSICA SUTTER

DIANE LATHAM

CALL MEETING TO ORDER

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

OPEN FORUM

This is an opportunity for the public to address the City Commission on any matter of public business, except public hearings.

No speakers.

CONSENT AGENDA

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

PUBLIC HEARING ITEMS

Mayor Sims opened the Public Hearing at 5:31 p.m.

1. Public Hearing on Proposed FY 2023-2024 City of Breckenridge Tax Rate

No Speakers

Mayor Sims Closed the Public Hearing at 5:32 p.m.

**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 special session at 5:39 p.m.

Bob Sims, Mayor

Jessica Sutter, City Secretary

DRAFT



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action on approving Resolution 23-22 confirming and accepting securities pledged for municipal funds while acting as City Depository.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The Resolution confirms and accepts securities pledged for municipal funds while acting as city depository; securities pledged by First National Bank Albany/Breckenridge (Clear Fork Bank) as evidenced by safekeeping receipts attached are approved and accepted.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of Resolution 23-22 as presented

RESOLUTION NO. 23-22**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 First National Bank Albany/Breckenridge (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 5th day of September 2023.

CITY OF BRECKENRIDGE, TEXAS

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of Resolution 23-24 authorizing the conveyance of property known as 306 N. Veale and authorizing the Mayor to execute necessary documents.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

This Resolution is in regard to a Stephens County tax foreclosure judgment sale for 306 N. Veale, Breckenridge, Texas, and authorizes the Mayor to execute necessary documents on behalf of the City.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of Resolution 23-24 as presented.

RESOLUTION 2023-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE AUTHORIZING THE CONVEYANCE OF PROPERTY KNOWN AS 306 N. VEALE AND AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS TO EFFECTUATE SAID CONVEYANCE; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Breckenridge (the “City”), as an entity which assesses ad valorem taxes, was a party to a tax foreclosure judgment styled as Cause #CV32771 in the District Court of Stephens County, Texas against the owners of property known as 306 N. Veale (the “Property”);

WHEREAS, as a result of the tax foreclosure judgment, the Property was struck off to the taxing entities of Stephens County, including the City, due to failure of the Property to sell at the tax foreclosure sale;

WHEREAS, the Stephens County Tax Assessor has caused the Property to be sold and the City must approve said sale; and

WHEREAS, the City Commission of the City wishes to authorize the conveyance of the Property and authorize the Mayor to sign any documents necessary to effectuate such conveyance.

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

Section 1. The conveyance of the City’s interest in the following property is hereby approved:

Lot 3 and 4, Block 2, Holloman’s Addition, City of Breckenridge, Stephens County, Texas being that property more particularly described in Volume 914, Page 111 of the Official Public Records, Stephens County, Texas, Cause #CV32771, Account #R000011873.

Section 2. The Mayor is hereby authorized to execute the Deed Without Warranty conveying the City’s interest in said Property.

Section 3. This Resolution shall be in force and effect from and after its adoption.

PASSED AND ADOPTED this the 5th day of September, 2023.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

DEED WITHOUT WARRANTY

STATE OF TEXAS

KNOW ALL MEN BY THESE

PRESENTS:

COUNTY OF STEPHENS

That County of Stephens, acting through the County Judge; City of Breckenridge, acting through the Mayor, Stephens County Hospital District, acting through the President of the Board of Directors, and the Breckenridge Independent School District, acting through the President of the Board of Trustees; and as hereunto duly authorized by resolution of their governing bodies which is of record in the Minutes of said Bodies, for and in the consideration of the sum of **TWO THOUSAND and 00/100 DOLLARS, (\$2,0000.00), AND OTHER CONSIDERATIONS** cash in hand paid by **JOSE MEDINA, 306 n Veale St, Breckenridge, Texas 76424** the receipt of which is acknowledged and confessed, has conveyed and by these presents does convey unto said **JOSE MEDINA**, all of the right title and interest of County of Stephens, City of Breckenridge, Stephens County Hospital District and the Breckenridge Independent School District, which were parties to the tax foreclosure judgment against the property which was acquired by tax foreclosure sale heretofore held, in and to the following property being located in Stephens County, Texas, to wit:

Lot 3 and 4, Block 2, Holloman's Addition, City of Breckenridge, Stephens County, Texas being that property more particularly described in Volume 914, Page 111 of the Official Public Records, Stephens County, Texas, Cause #CV32771, Account #R000011873

TO HAVE AND TO HOLD all of its right, title and interest in and to the property and premises described above unto the said grantee, **JOSE MEDINA**, its heirs and assigns forever, so that no taxing unit named above which were parties to the said tax foreclosure judgment, nor any person claiming under them, shall at any time hereafter, have, claim or demand any right or title to the aforesaid property, premises or appurtenances, or any part thereof.

NOTICE OF CONFIDENTIALITY RIGHT: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Grantors have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether expressed or implied, with respect to the quality or condition of the property, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U.S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the property.

The property is hereby sold, transferred, and assigned to grantee "as is" and "with all faults".

IN TESTIMONY WHEREOF THE County of Stephens, City of Breckenridge, Stephens County Hospital District and the Breckenridge Independent School District, have caused these presents to be executed this the 14th day of July, 2023.

COUNTY OF STEPHENS


By *Michael C. Roach*
COUNTY JUDGE

THE STATE OF TEXAS

COUNTY OF STEPHENS

Before me, the undersigned authority on this day personally appeared Michael C. Roach, COUNTY JUDGE OF COUNTY OF STEPHENS, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22 day of August, A.D., 2023.



Cecelia Gonzales
Notary Public, State of Texas
My Commission expires 2/24/2026

CITY OF BRECKENRIDGE

By: _____
MAYOR

THE STATE OF TEXAS

COUNTY OF STEPHENS

Before me, the undersigned authority, on this day personally appeared _____, Mayor of The City of Breckenridge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 20__.

Notary Public, State of Texas
My commission expires _____

BRECKENRIDGE INDEPENDENT SCHOOL DISTRICT

By _____
TRUSTEE

THE STATE OF TEXAS

COUNTY OF STEPHENS

Before me, the undersigned authority on this day personally appeared _____,
PRESIDENT OF THE BOARD OF TRUSTEES of the Breckenridge Independent School District 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D.,
20 _____.

Notary Public, State of Texas
My Commission expires _____

STEPHENS COUNTY HOSPITAL DISTRICT

By _____
PRESIDENT

THE STATE OF TEXAS

COUNTY OF STEPHENS

Before me, the undersigned authority on this day personally appeared _____, PRESIDENT
OF THE BOARD OF DIRECTORS, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D.,
20 _____.

Notary Public, State of Texas
My Commission expires _____



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Public Hearing on proposed FY 2023-2024 City of Breckenridge budget

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The notice of the Public Hearing to consider the FY 2023-2024 City of Breckenridge Budget was published on August 16, 2023, as provided by Section 102.005(b) of the Texas Local Government Code.

Proposed Tax Rate	\$1.05471 per \$100
No New Revenue Tax Rate	\$0.91750 per \$100
Voter Approval Tax Rate	\$0.97818 per \$100
De Minimus Tax Rate	\$1.16224 per \$100

“The budget will raise more total property taxes than last year’s budget by \$320,392 (14.95%) and of that amount \$26,748 tax revenue to be raised from new property add to the toll this year.”

General Fund: For M & O	\$4,855,277
Water Fund: For M & O	\$2,675,574
Wastewater Fund: For M & O	\$1,306,455
Sanitation Fund: For M & O	\$509,669
Trade Days	\$0
Fire Department Special Fund	\$0
Cemetery Trust	\$6,000
Forfeited Property Fund	\$0
Equipment Replacement	\$353,273
Street Maintenance Sales Tax Fund Breckenridge Park Fund	\$200,000
Police Department Special Fund	\$200
Capital Improvement Project	\$1,198,000

General Debt Service Fund
Revenue Debt Service Fund

\$606,258
\$686,412

FINANCIAL IMPACT:

See above.

STAFF RECOMMENDATION:



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action on approving the Stephens County Appraisal District FY 2023-2024 Budget

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Will Thompson, Stephens County Appraisal District, will present their FY 2023-2024 Budget for City Commissioner approval.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of the Stephens County Appraisal District FY 2023-2024 Budget

**STEPHENS CAD
2024 PROPOSED BUDGET**

Item 10.

EMPLOYEE EXPENSES (6500)		2023 Budget	CHANGE	2024 PROPOSED
Salaries		\$ 165,000.00	\$ 3,000.00	\$ 168,000.00
Part-time Employees		\$ -	\$ -	\$ -
Employer Medicare (1.45%)	IRS	\$ 2,392.50	\$ 43.50	\$ 2,436.00
Worker's Comp (Annual)	TML Risk	\$ 1,650.00	\$ 30.00	\$ 1,680.00
Unemployment Insurance	Wrkfc Comm	\$ 1,650.00	\$ 30.00	\$ 1,680.00
Retirement (From 10.5% to 11%)	TCDRS	\$ 17,325.00	\$ 1,155.00	\$ 18,480.00
Health Insurance	TML Health	\$ 40,000.00	\$ -	\$ 40,000.00
Employer Health Supplement	Nat'l Heritage	\$ 3,000.00	\$ -	\$ 3,000.00
TOTAL SALARY EXPENSES:		\$ 231,017.50	\$ 4,258.50	\$ 235,276.00

OUTSOURCED SERVICES/CONTRACTS (6600)				
Interim Chief Appraiser	Eagle	\$ 26,000.00	\$ -	\$ 26,000.00
Residential & Real Property	Eagle	\$ 50,000.00	\$ -	\$ 50,000.00
Mineral, Utility & Ind Appraisal	TY Pickett	\$ 48,500.00	\$ -	\$ 48,500.00
Legal (ARB Retainer)	Armstrong	\$ 500.00	\$ (500.00)	\$ -
Pictometry (Annual Exp)	EagleView		\$ 42,676.00	\$ 42,676.00
Pictometry (2023 Reimbursement)	EagleView		\$ 42,676.00	\$ 42,676.00
Accounting Audit	Gulley	\$ 4,500.00	\$ 1,500.00	\$ 6,000.00
TOTAL OUTSOURCED/CONTRACTED:		\$ 129,500.00	\$ 86,352.00	\$ 215,852.00

UTILITIES (6700)				
Electricity	TXU	\$ 2,500.00	\$ -	\$ 2,500.00
Internet	SUDDENLINK	\$ 1,500.00	\$ -	\$ 1,500.00
Natural Gas	TX GAS SERVICE	\$ 1,800.00	\$ -	\$ 1,800.00
Telephone	NAVITAS FINANCING	\$ 1,740.00	\$ -	\$ 1,740.00
Water/Sewer/Trash	CITY OF BRECKENRIDGE	\$ 850.00	\$ -	\$ 850.00
TOTAL UTILITIES:		\$ 8,390.00	\$ -	\$ 8,390.00

FACILITIES (6800)				
Building/Capital Improvements		\$ -	\$ -	\$ -
Janatorial Contract (Cleaning)	DENISE HOLSON	\$ 2,600.00	\$ -	\$ 2,600.00
Maintenance (mowing, windows, pest, etc)	LADYBUG, GREG HAMILTO	\$ 1,500.00	\$ -	\$ 1,500.00
Repairs		\$ 1,000.00	\$ -	\$ 1,000.00
Property Insurance	WALLACE INS.	\$ 2,410.00	\$ (2,410.00)	\$ -
TOTAL FACILITIES:		\$ 7,510.00	\$ (2,410.00)	\$ 5,100.00

INFORMATION TECHNOLOGY (7000)				
Website/Landing Page	BIS	\$ 3,200.00	\$ (1,750.00)	\$ 1,450.00
Property Search	BIS	\$ -	\$ 2,100.00	\$ 2,100.00
Truth in Taxation Site	BIS	\$ 2,400.00	\$ 300.00	\$ 2,700.00
GIS Interactive Map	BIS	\$ -	\$ 1,000.00	\$ 1,000.00
Maintenance Mapping Services	BIS	\$ 8,500.00	\$ 340.25	\$ 8,840.25
Computer Server Lease (\$273.23/mth)	SDS	\$ 3,278.76	\$ (0.01)	\$ 3,278.75
Workstation Lease (187.30/mth)	SDS	\$ 2,250.00	\$ -	\$ 2,250.00
Accounting Software	Intuit	\$ 1,500.00	\$ (900.00)	\$ 600.00
CAMA Software	SDS	\$ 30,500.00	\$ (6,000.00)	\$ 24,500.00
Microsoft Office & Email	Go Daddy	\$ 200.00	\$ -	\$ 200.00
Other Software		\$ -	\$ 250.00	\$ 250.00
Computer Services & Repair (Other)		\$ 250.00	\$ (250.00)	\$ -
Computer/Server Maintenance (\$350/mth)	SDS	\$ 4,200.00	\$ -	\$ 4,200.00
Daily Backup Service	SDS	\$ 1,800.00	\$ -	\$ 1,800.00
TOTALS INFORMATION TECHNOLOGY:		\$ 58,078.76	\$ (4,909.76)	\$ 53,169.00

**STEPHENS CAD
2024 PROPOSED BUDGET**

Item 10.

DISTRICT OPERATIONS		2023 Budget	CHANGE	2024 PROPOSED
Appraisal Review Board Honarium		\$ 2,000.00	\$ 625.00	\$ 2,625.00
Appraisal Review Board Training		\$ -	\$ -	\$ -
Ag Advisory Committee		\$ 100.00	\$ -	\$ 100.00
ARB Retainer/Legal Services		\$ -	\$ 500.00	\$ 500.00
Insurance	TML Risk Pool		\$ 4,300.00	\$ 4,300.00
TOTAL DISTRICT EXPENSES:		\$ 2,100.00	\$ 5,425.00	\$ 7,525.00
OPERATIONAL EXPENSES				
Acts of Good Will		\$ 150.00	\$ -	\$ 150.00
Dues and Fees		\$ 1,000.00	\$ -	\$ 1,000.00
Office Supplies		\$ 5,000.00	\$ -	\$ 5,000.00
Subscriptions		\$ 100.00	\$ 700.00	\$ 1,000.00
Staff Training/Education		\$ 3,000.00	\$ -	\$ 3,000.00
Staff Travel		\$ 2,000.00	\$ -	\$ 2,000.00
Miscellaneous		\$ -	\$ -	\$ -
TOTAL OPERATIONAL EXPENSES:		\$ 11,250.00	\$ 700.00	\$ 12,150.00
PRINTING & POSTAGE				
Benchmark (Copier/Printer/Scanner)		\$ 3,000.00	\$ -	\$ 3,000.00
Notices	SDS	\$ 7,500.00	\$ 1,000.00	\$ 8,500.00
Postcards	SDS	\$ 7,500.00	\$ 1,000.00	\$ 8,500.00
Newspaper Postings/Publications		\$ 2,200.00	\$ -	\$ 2,200.00
Postage (USPS)		\$ 2,000.00	\$ -	\$ 2,000.00
TOTAL PRINT AND POSTAGE:		\$ 22,200.00	\$ 2,000.00	\$ 24,200.00
		\$ 470,046.26	\$ 91,415.74	\$ 561,662.00
			PUBLISHED	\$ 563,700.00

2024 PRELIMINARY SCAD BUDGET AND ALLOCATION

**2022 CERTIFIED TAX RATES AND LEVIES WILL BE CHANGED TO 2023 CERTIFIED INFORMATION
PRIOR TO THE FIRST PAYMENT DUE DATE OF THIS BUDGET ON JANUARY 1, 2024
POTENTIALLY CHANGING THIS ALLOCATION.**

<u>JURISDICTIONS</u>	<u>2023 Taxable</u>	<u>2022 RATES</u>	<u>2022 LEVY</u>	<u>%AGE</u>
BRECKENRIDGE ISD	\$ 722,745,787	\$0.942900	\$6,814,770	37.88%
CITY OF BRECKENRIDGE	\$ 283,361,283	\$1.020000	\$2,890,285	16.07%
STEPHENS COUNTY	\$ 918,308,459	\$0.640800	\$5,884,521	32.71%
STEPHENS MEMORIAL HD	\$ 932,507,650	\$0.226990	\$2,116,699	11.77%
ALBANY ISD	\$ 2,246,350	\$0.944100	\$21,208	0.12%
GRAHAM ISD	\$ 932,340	\$1.189000	\$11,086	0.06%
MORAN ISD	\$ 9,193,195	\$0.854600	\$78,565	0.44%
RANGER ISD	\$ 11,789,990	\$0.854600	\$100,757	0.56%
WOODSON ISD	\$ 7,342,460	\$0.984200	\$72,264	0.40%
TOTALS	\$ 2,888,427,514	\$2.830690	\$17,990,155	100.00%

<u>JURISDICTIONS</u>	<u>2020 ANNUAL PMT</u>	<u>2021 ANNUAL PMT</u>	<u>2022 ANNUAL PMT</u>	<u>2023 ANNUAL PMT</u>	<u>2024 ESTIMATE</u>	<u>Increase Over Previous Yr</u>	<u>ESTIMATED MONTHLY PMT</u>
BRECKENRIDGE ISD	\$ 152,526.88	\$ 140,010.85	\$ 171,460.49	\$ 186,677.69	\$ 213,532.67	\$ 26,854.98	\$ 17,794.39
CITY OF BRECKENRIDGE	\$ 50,723.96	\$ 55,140.04	\$ 71,348.96	\$ 76,333.91	\$ 90,563.63	\$ 14,229.72	\$ 7,546.97
STEPHENS COUNTY	\$ 108,227.72	\$ 123,649.23	\$ 151,746.67	\$ 146,767.90	\$ 184,384.42	\$ 37,616.52	\$ 15,365.37
STEPHENS MEMORIAL HD	\$ 38,051.84	\$ 40,600.61	\$ 55,741.37	\$ 52,889.25	\$ 66,324.24	\$ 13,434.99	\$ 5,527.02
ALBANY ISD	\$ 532.44	\$ 413.55	\$ 411.31	\$ 506.12	\$ 664.52	\$ 158.40	\$ 55.38
GRAHAM ISD	\$ 142.00	\$ 198.16	\$ 325.95	\$ 318.32	\$ 347.35	\$ 29.03	\$ 28.95
MORAN ISD	\$ 1,526.32	\$ 1,449.35	\$ 1,502.59	\$ 1,664.79	\$ 2,461.74	\$ 796.95	\$ 205.15
RANGER ISD	\$ 1,987.80	\$ 2,006.11	\$ 2,432.44	\$ 2,722.83	\$ 3,157.11	\$ 434.28	\$ 263.09
WOODSON ISD	\$ 1,242.36	\$ 1,532.10	\$ 1,842.00	\$ 2,119.18	\$ 2,264.32	\$ 145.14	\$ 188.69
TOTALS	\$354,961.32	\$365,000.00	\$456,811.78	\$470,000.00	\$ 563,700.00	\$93,700.00	
				2.61%	3.13%		

Stephens County Appraisal District - Employee Budget

Position (Hourly)	2020	2021	2022	2023
Interim Chief Appraiser	\$ 31.97	\$ 33.75	\$ 33.75	\$ 33.75
BPP Clerk	\$ 15.65	\$ 14.81	\$ 16.15	\$ 16.73
Deeds Clerk	\$ 12.62	\$ 12.38	\$ 15.00	\$ 15.58
Admin Support	\$ -	\$ -	\$ 12.69	\$ 13.27
Totals	\$ 60.24	\$ 60.94	\$ 77.60	\$ 79.33

Position (Annually)	2020	2021	2022	2023	2024
Interim Chief Appraiser	\$ 66,500	\$ 70,200	\$ 70,200	\$ 70,200	\$ 70,200
BPP Clerk	\$ 30,800	\$ 32,550	\$ 33,600	\$ 34,800	\$ 36,000
Deeds Clerk			\$ 31,200	\$ 32,400	\$ 33,600
Admin Support	\$ 25,750	\$ 26,250	\$ 26,400	\$ 27,600	\$ 28,200
Totals	\$ 123,050	\$ 129,000	\$ 161,400	\$ 165,000	\$ 168,000

Employee	2023 BUDGET	BUDGET CHANGE	2024 PROPOSED	Per hr.
Chief Appraiser in Trg	\$ 70,200.00	\$ -	\$ 70,200.00	\$ 33.75
BPP/Data Specialist	\$ 34,800.00	\$ 1,200.00	\$ 36,000.00	\$ 17.31
Deeds Clerk	\$ 32,400.00	\$ 1,200.00	\$ 33,600.00	\$ 16.15
Admin Assistant	\$ 27,600.00	\$ 600.00	\$ 28,200.00	\$ 13.56
	\$ 165,000.00	\$ 3,000.00	\$ 168,000.00	\$ 80.77

Proposed increase of:

**11 Pd Holidays*

**10 Pd Personal Days*

**Full Employer Pd Health Ins*

**Flexible daily schedule*



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action on approving the Bi-annual report of the Breckenridge Economic Development Corporation.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

David Miller from the BEDC will present the Biannual report from May 1, 2022 through August 30, 2023.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Consider approval of the BEDC Bi-annual report.



P.O. Box 1466 100 East Elm Street Breckenridge, Texas 76424
 Phone 254-559-6228 Fax 254-559-7104 Email: david@breckenridgetexas.com

Board of Directors
Lee Olson, President
Ty Bartoskewitz
David Duggan
Mike Griffith
Ky Kennedy
Kevin Simmons
Wade Smith

CEO, Executive Director
David Miller

August 30, 2023

TO: Hon. Bob Sims, Mayor, City of Breckenridge
 Hon. Blake Hamilton, Commissioner, City of Breckenridge
 Hon. Vince Moore, Commissioner, City of Breckenridge
 Hon. Rob Durham, Commissioner, City of Breckenridge
 Hon. Gary Mercer, Commissioner, City of Breckenridge

Dear Mayor and City Commission:

As required per the by-laws of the Breckenridge Economic Development Corporation (BEDCo) and the Administrative Contract with the City of Breckenridge, this activity report has been prepared for the members of the City Commission – City of Breckenridge. The report is submitted to fulfill those provisions as well as to keep the City Commission and the City Administration informed regarding the activities of the Breckenridge Economic Development Corporation.

This report is for the period of May 1, 2022 through August 30, 2023.

As with previous reports, you will notice the programs and activities of BEDCo are of continuing nature. They remain on the active list until they are completed, or a determination is made that the project is no longer feasible. This activity report is divided into three sections as follows:

- A. Administrative
- B. Economic Development
- C. Quality of Life Improvements

A. Administrative:

History - Breckenridge Economic Development Corporation was created and incorporated as a result of a City of Breckenridge election held on May 12, 2007. With approximately 91% affirmative votes, the election resulted in the conversion of the Development Corporation of Breckenridge (DCOB) from a 4A entity to a 4B (now called Type B) entity, leaving the City sales tax rate at 1/2%. BEDC was incorporated on July 6, 2007 and the previous DCOB was dissolved.

Current - Officers of BEDCo as of August 30, 2023 were Lee Olson, President; Ky Kennedy, Vice-President; Wade Smith, Secretary; and David Duggan, Treasurer. Other board members included Mike Griffith, Ty Bartoskewitz, and Kevin Simmons.

Executive Director David Miller was hired approved by the Board of Directors at their December 20, 2022 meeting. He was approved by the City Commission at their January 10, 2023 meeting. Miller has joined numerous councils and networks for access to resources and trainings. These include Texas Economic Development Council where Miller was accepted into their Future Leaders Training program and was assigned Fred Welch as his mentor. Welch has been in economic development for more than 30 years. Miller has also joined International Council of Retail Centers, Texas Midwest Community Network, and enrolled in the OU Economic Development Institute for coursework in pursuing his Certified Economic Developer designation from International Economic Development Council. Miller is active with several local service organizations including, Lions Club, Breckenridge Ex-Officio Board Member of the Chamber of Commerce, Secretary of the Breckenridge Industrial Foundation, and is continuing to develop connections and relationships within the community.

B. Economic Development

The economic environment in Breckenridge has begun to show signs of recession amid rising interest rates and inflation. Inflation has slowed significantly in recent months in response to the Federal Reserve Board's continuing interest rate increases but buyers have become cautious and are looking for ways to make dollars stretch. This leads to more conservative spending mindsets (e.g., repairs instead of replacements). Sales tax receipts have recently shown a consistent dip in year-over-year growth but we will still likely end the fiscal year with an overall growth of about 6% which tracks directly with the yearly inflation rate.

Inversely, inflation continues to contribute to an exodus from metropolitan areas to rural towns. Without an increased supply of housing, our economic growth will be slow and harder on our existing businesses. While Breckenridge has been able to maintain a stable to slightly growing economy, the availability of workforce continues to be one of our chief obstacles.

As our Mission Statement implies, BEDC actively works closely with existing business and industry in continuing efforts to retain jobs and help with the expansion of existing operations. We also continually pursue outside industry and commercial enterprises in an attempt to create "primary" jobs in Breckenridge and are also actively trying to recruit additional quick serve restaurants and clothing retail.

EZ-Pack Bridgeport

Supply chain issues have eased some for EZ-Pack in regards to the availability of chassis for production. We have a current project in place with EZ-Pack Bridgeport to maintain and increase

Breckenridge EDC Semi-Annual Report – October '22 to April '23 2

their employment numbers. The first period of that incentive agreement ended on July 31st and we are awaiting job creation and retention numbers from them to determine the incentive expenditure.

Elite Submersible Pumps

BEDC built a 11,940 square foot facility on the property located at 1250 Brown Road (on the Industrial loop south of EZ-Pack Bridgeport) which we lease to ESP as of February 2021 and is a 5-year agreement. ESP is investing in the property to increase their inventory yard and production capabilities.

OX Manufacturing, Inc.

Ox Manufacturing diversified its manufacturing to include a number of CNC products to lower the effects of occasional volatility in the gun market. They have seen an increase in employment over the last six months and have formed working relationships with other similar businesses nearby which complement both businesses and boost their competitiveness with outside vendors.

RGN Manufacturing Services

RGN has had a steady production level over the last six months but has not returned to previous production levels before interest rates began to rise a year ago. RGN has seen an evolution in their business model toward dealerships and in regard to their products. They offer small cottages, workforce housing, and HUD manufactured homes. As a commitment to RGN and one of our community's greatest industrial resources, the BEDC included a \$40,000/year allowance for capital improvements to the building. One of those capital improvement items slated to be updated soon is a crane system that allows 300' of separate crane rails to align so that cranes can transfer loads from one section of the building to the next.

BEDC Loans to local businesses

The BEDC continues to offer loans from our Revolving Loan Account established several years ago. The BEDC currently has two businesses with loans in repayment after having multiple loans paid off recently. We do still have one loan in default which is being pursued.

Welding program with BHS

BISD, TSTC and BEDC were instrumental in the creation of a dual-credit welding class for Breckenridge High School. The classes are taught at the TSTC Welding Facility. Partial funding (scholarship of tuition) all students in the program was provided by BEDC. The class started with ten students in the fall of 2019. The program currently has 24 students participating.

LVN program with BHS

BISD, TSTC and BEDC also started a LVN program in Breckenridge High School in 2019. Students in this program will receive much of the training required to take their Licensed Vocational Nurse exam. The remaining training needed can be taken at TSTC or other programs like Texas Tech's program in Abilene.

TSTC Facility

The BEDC voted to convey 415 N. Breckenridge Ave to TSTC for the continued higher education within our community. This will reduce BEDC's financial responsibility and liability and promotes a more permanent presence by TSTC here in Breckenridge. A Phase II environmental report was done on the property due to a history of oil production and the presence of underground

gas tanks from the 1920s. The Phase II found no environmental concerns. The property should convey in September and reverts back to the BEDC in the event TSTC ceases operations in the building.

CDL certifications with TSTC

One of the newest programs coming to TSTC is the ability to get a CDL license. Students will be able to do everything locally except for the final test, which would still be done by TSTC but at their Abilene campus. We have tried to find a suitable location for this training, but as of yet, we have not been able to.

TSTC Continuing Education

The Chamber took point on coordinating with TSTC on aligning events with continuing education coursework as a means to increase tourism. The first CE class will be held during the Golf Tournament week.

Hotel and Convention and Visitors Bureau

The BEDC is in talks with two separate hotel groups. Hotels are a vital part of meeting temporary housing needs for workers along with tourists. While tourism has not been the typical reason for stays, these two hotel groups will encourage tourism while also meeting workforce needs. These projects are still in negotiations and are not public information, but I do want to encourage you with the reality that two separate groups are actively trying to close deals that will begin to alter the brand of Breckenridge.

The Convention and Visitors Bureau has begun to recruit board members and Rhonda Crawford has been selected to be the part time Director of the organization which will be housed within the umbrella of the Chamber of Commerce.

Bealls Building

The Bealls building has started seeing improvements though contractor availability and the summer heat has slowed progress. The BEDC is currently in talks with a business regarding operations within the building and neighboring lots. If approved, I believe it will increase downtown walking traffic after working hours and contribute to a more vibrant downtown.

Jonell Filtration

We attempted to purchase 705 Industrial Loop as an expansion option for Jonell, but due to flood plane issues and a market that started to show some instability, Jonell opted to reorganize within their current footprint.

C. Quality of Life Improvements

BEDC has been working on several different facets of improving the quality of life in Breckenridge to make the city more appealing to residents, business, and industry. For purposes of this report, they are represented under the topics of (1) Housing, (2) Community Improvements, and (3) Other projects

(1) Housing

BEDC has continued to use established programs for housing and demolition incentives which have been utilized numerous times each year.

Demolition

We are entered into an agreement with the City of Breckenridge and Stephens County to help pay for the costs of demolition of condemned structures that are conveyed to the city. The presence of substandard and distressed housing remains one of the key factors of marketing Breckenridge as a place to set down roots. Aesthetics, like with the façade grants below, are tales to prospects that a community is worth investing in. If we can continue to beautify our housing, we will see newer and nicer housing come in.

Construction

The Breckenridge Industrial Foundation recently cleared roughly 16 acres on Dairy Street and is in talks with a developer to deliver a large number of homes. We are working with the city to determine if the contractor can get enough water and sewer connections for their development plan. This construction is essential for growth and for the incremental increase it will ignite in our housing market values. This one development could contribute more than \$20 million dollars in housing within the next 5 years and cause a ripple of increased home values throughout the area which would exponentially raise values and contribute to lower tax rates.

On top of lowering taxes, it could increase new home sales prices from around \$115/sf (\$172,500 for a 1,500 square foot home) to \$160/sf (\$240,000 for a 1,500 square foot home). A new home in neighboring cities are currently at a base of about \$180/sf. This disparity in price is part of what inhibits big developments from choosing Breckenridge to build. Increasing our sales prices will more easily draw new developments for their profitability.

(2) Community Improvements

Downtown Development Council

The BEDC created the Downtown Development Council in 2021 to help in developing a strategic plan for the downtown area. The BDDC spearheaded efforts to pass mixed-beverage sales within the city limits which passed in May. The board is currently looking into beautification options and has created a map of parking options. One area the BDDC has been most visibly effective in has been with façade grants downtown. Facades approved include:

- 125 W. Walker - Abecca Grace
- 103 W. Walker - Blackhorse Mercantile and Cafe
- 117 E. Walker - Copperleaf Properties
- 135 E. Walker - White Orchid
- 101 W. Walker - Katherine Parker Designs
- 105 W. Walker – Déjà Vu
- 201 W. Walker – Dude Ezell (unfinished)
- 127 W. Walker – William Smith (unfinished).
- 132 E. Walker – Melinda Fore Insurance Agency (unfinished)
- 216 & 218 W. Walker – Greg Akers (unfinished)
- 114 E. Elm – Greg Akers (unfinished)

116 E. Elm – Friends of Historic Breckenridge (unfinished)

The BEDC has paid Johnny Trigg to care for the upkeep of the downtown and at the March '23 meeting, the BEDC voted to extend Trigg's service through the end of the fiscal year and give him a raise. This agreement will be revisited again in September.

Facade Grants within the City Limits

The BEDC extended the program to all businesses within the city limits. Façade grants outside of the downtown include:

1318 E. Walker - Boomtown Burgers

1203 W. Walker - Ladybug Pest Control

3114 W Walker – Caddo Creek Investments (unfinished)

Murals

In line with facades, the board of directors approved an expense of up to \$34,500 for the full restoration of the current murals downtown. Muralist Lauren Fails gave the best proposal for the project and will be tasked with identifying which murals need full restoration versus partial. She is also drawing up pricing for adding a new mural downtown. This item is before the Commission for approval as well.

Broadband Internet

The Broadband Development Office held a meeting in Abilene recently in which they fielded concerns and questions regarding their broadband map and grants. The program was just released and has rough edges. One of which is how they factored served, underserved, and unserved communities. Breckenridge and all of Stephens County was marked as ineligible for the grants due to being “served” with broadband internet. The BDO has been tasked by the legislature to reformat the map by address availabilities instead of the previous map which had broad strokes by using census tracts. This will greatly change the numbers. A challenge process to the map was supposed to be open now, but due to the map's reformatting, it has been postponed. The ISPs claiming to cover our area, are mainly mobile carriers and through my research, they are generally not available throughout the city. This will come out in the challenge process.

Breckenridge Improvement Council

BEDC provided funds needed for ongoing expenses of the Breckenridge Improvement Council, Inc, a local nonprofit 501(c)(3) corporation that accepts and forwards tax-deductible contributions to other local nonprofits and government entities.

(3) Other Cooperative Efforts

The Breckenridge Economic Development Corporation board members and staff continue to communicate with representatives of these and other beneficial organizations:

Stephens Memorial Hospital District

Breckenridge Independent School District

Stephens County Commissioners Court

Texas Economic Development Council (TEDC)
 Association of Rural Cities in Texas (ARCIT)
 Texas Midwest Community Network (TMCN)
 Texas Midwest Economic Development Alliance (TMEDA)
 Big Country Manufacturing Alliance
 Leon-Bosque Resource Conservation and Development Council (RC&D)
 TSTC and the TSTC Foundation
 Texas Department of Agriculture (TDA)
 U. S. Department of Agriculture Rural Development (USDA)
 Texas Workforce Commission
 Workforce Solutions of West Central Texas
 Texas Rural Development Corporation
 TXU Economic Development Assistance
 Texas Department of Criminal Justice
 Texas Association of Business and Chambers of Commerce
 West Central Texas Council of Governments
 West Central Texas COG Business Development Loan Program
 West Central Texas Economic Development District
 State Representative Glenn Rogers
 State Senator Charles Perry
 U.S. Congressmen Roger Williams
 U.S. Senators Ted Cruz and John Cornyn

The Board of Directors has asked that I remind the members of the City Commission and City Administration that they are always welcome and invited to attend any board meeting of the corporation. Our meetings are normally held on the third Tuesday of each month at 5:00pm.

Respectfully submitted,

David Miller

David Miller
Executive Director



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action on approving the FY 2023-2024 Breckenridge Economic Development Corporation Budget

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The BEDC approved their FY 2023-2024 Budget at their last meeting held Tuesday, August 22, 2023. See attached budget for details.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Consider BEDC Board recommendation to approve proposed FY 2023-2024 BEDC Budget



P.O. Box 1466 100 EAST ELM STREET
BRECKENRIDGE, TEXAS 76424
PHONE 254-559-6228 FAX 254-559-7104

BOARD OF DIRECTORS
LEE OLSON, PRESIDENT
TY BARTOSKEWITZ
MIKE GRIFFITH
DAVID DUGGAN
KEVIN SIMMONS
KY KENNEDY
WADE SMITH

EXECUTIVE DIRECTOR
DAVID MILLER

August 30, 2023

Dear Mayor Sims
Breckenridge City Commission,

Dear Sirs,

Attached, please find the proposed budget for the Breckenridge Economic Development Corporation for the fiscal year October 1, 2023 through September 30, 2024.

The Board of Directors unanimously voted to approve this budget at our meeting on August 22, 2023.

We respectfully request approval of this budget by the Breckenridge City Commission at your next City Commission meeting.

Thank you for your consideration,

Lee Olson
President
Breckenridge Economic Development Corporation

encl.

1:43 PM

08/30/23

Breckenridge Economic Development Corporation

Profit & Loss Budget Overview

October 2023 through September 2024

	Oct '23 - Sep 24
Ordinary Income/Expense	
Income	
5035 - RGN Lease 820Industrial	102,000.00
Infrastructure Project Remb.	0.00
Loan Closing Costs	0.00
5010 - Revenue-1/2% Sales Tax	575,905.22
5020 - Fund Balance Reserve	91,620.24
5033 - ESP Lease 1250 Brown Rd	60,000.00
5034 - Ox Mfg Lease 942CR176	0.00
5100 - Interest Income	
5110 - CD Interest Income	909.79
5120 - BDC Bank Acct Interest	9,390.70
Total 5100 - Interest Income	10,300.49
5200 - Restricted Use Income	
5238 - Big Buck Bunker Interst	0.00
5235 - MLR Graphics Loan Int.	0.00
5210 - USDA Checking Int Income	1,872.47
5220 - USDA CD Interest Income	0.00
5231 - Gebo's Note Int. Income	0.00
5234 - Jr Buck Academy Interest	7,800.00
5236 - W5 Pharmacy & Coffee Int	1,218.66
5237 - Ox MFG Loan Int. Income	0.00
Total 5200 - Restricted Use Income	10,891.13
Total Income	850,717.08
Expense	
7600 - SGL-FMLY Dwelling Incnt.	100,000.00
6400 - BDDC	
6403 - Supplies	300.00
Total 6400 - BDDC	300.00
Reconciliation Discrepancies	0.00
7450 - Bad Debt Expense	0.00
6100 - Administrative Expenses	
6113 - Accounting Management	0.00
6110 - Payroll Expenses	
6100.1 - Health Stipend	7,200.00
6111 - Payroll - Director	71,480.88
6110 - Payroll Expenses - Other	5,400.00
Total 6110 - Payroll Expenses	84,080.88
6112 - Chamber Contract	36,000.00
6120 - Continuing Education	2,400.00
6130 - Memberships/Subsorption	5,581.00
6131 - Events Expense	3,000.00
6140 - Meals/Lodging/Auto	3,000.00
6150 - Board/Director Bond	370.00
6152 Dir & Ofcr Liability Ins	1,775.00
6151 - Worker's Comp Insurance	300.00
Total 6100 - Administrative Expenses	136,506.88
6200 - Facilities/Operation Exp	
6210 - Office Bldg Repairs	3,000.00
6220 - Office Bldg Maintenance	4,200.00
6230 - Office Yard Maintenance	1,620.00
6240 - Office Supplies	600.00
6245 - Computer Expense	900.00
6250 - Postage	120.00
6260 - Corp Office Insurance	2,000.00
6270 - Misc Facilities Exp	0.00
6300 - Office Utilities	
6310 - Office Electric Svc	4,900.00
6330 - Cell Phone Expense	1,200.00
6340 - Web Site Expense	300.00
Total 6300 - Office Utilities	6,400.00
6200 - Facilities/Operation Exp - Other	0.00
Total 6200 - Facilities/Operation Exp	18,840.00
6500 - Contract Services	
6532 - BDDC	24,960.00
6541 - Bookkeeping Svcs	3,600.00
6540 - Consultant fees	0.00
6520 - Annual Audit	7,350.00
6530 - Legal Fees	2,400.00
Total 6500 - Contract Services	38,310.00
7000 - Economic Development Exp	
7012 - Affordable Housing	0.00

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08/30/23

Breckenridge Economic Development Corporation

Profit & Loss Budget Overview

October 2023 through September 2024

	Oct '23 - Sep 24
7100 - Bus. Retention/Expansion	
7119 - 828 Industrial Loop Imp	0.00
7116 - Peninsula RV Resort, LLC	0.00
7115 - Ox Mfg Bldg Repairs	150,000.00
7118 - Ox Mfg Growth Incentive	42,000.00
7103 - Bridgeport Mfg	127,500.00
7110 - Work Skills Training	0.00
7150 - TSTC Project	
7170 -TSTC Work Skills Training	5,260.20
Total 7150 - TSTC Project	5,260.20
7100 - Bus. Retention/Expansion - Other	20,000.00
Total 7100 - Bus. Retention/Expansion	344,760.20
7200 - Direct Prospects	
7240 - Beall's Bldg	
7240 - Beall's Bldg Ins	10,000.00
7240.3 - Beall's Bldg Repairs	13,000.00
Total 7240 - Beall's Bldg	23,000.00
7231 - Hotel Feasability Study	0.00
7241 - OX MFG / AGM	
7241.1 - Ox Mfg Insurance	0.00
7241 - OX MFG / AGM - Other	0.00
Total 7241 - OX MFG / AGM	0.00
7208.1 - TLF Note Interest	0.00
7208.2 - TLF Note Principal	0.00
7228 - Property Maintenance	0.00
7215 - 820 Ind Loop	40,000.00
7236 - Airport Grant Match	25,000.00
7200 - Direct Prospects - Other	0.00
Total 7200 - Direct Prospects	88,000.00
7300 - Demolotion Expenses	
7317 - 1807 W. Walker	0.00
7319 - 1205 W. Elliot Street	0.00
7300 - Demolotion Expenses - Other	50,000.00
Total 7300 - Demolotion Expenses	50,000.00
7400 - Marketing/Advertising	
7401 - Tourism	0.00
7400 - Marketing/Advertising - Other	14,000.00
Total 7400 - Marketing/Advertising	14,000.00
7500 - 4B(a)(2) Improvements	
7555 - Downtown Dev. Council	
7555.5 - BDDC FACADE GRANT	50,000.00
7555 - Downtown Dev. Council - Other	0.00
Total 7555 - Downtown Dev. Council	50,000.00
7553 - Recreation Park Projcet	0.00
7590 Other 4Ba2 Projects	0.00
7600 - Refurbish Expenses	
7624 - 313 W 4th Refurb	0.00
7600 - Refurbish Expenses - Other	10,000.00
Total 7600 - Refurbish Expenses	10,000.00
7500 - 4B(a)(2) Improvements - Other	0.00
Total 7500 - 4B(a)(2) Improvements	60,000.00
7010 - Breck Imprvmnt Council	0.00
7000 - Economic Development Exp - Other	0.00
Total 7000 - Economic Development Exp	556,760.20
Total Expense	850,717.08
Net Ordinary Income	0.00
Other Income/Expense	
Other Income	
5033 Downtown Project Donations	0.00
Total Other Income	0.00

1:43 PM
08/30/23

Breckenridge Economic Development Corporation
Profit & Loss Budget Overview
October 2023 through September 2024

	Oct '23 - Sep 24
Other Expense	
Ask My Accountant	0.00
Total Other Expense	0.00
Net Other Income	0.00
Net Income	0.00



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action approving BEDC Contract renewal with the Breckenridge Chamber of Commerce

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

This is the annual renewal of the BEDC contract with the Breckenridge Chamber of Commerce to provide funding (\$10,000.00) for personnel for administrative assistance and (\$26,000.00) for personnel to manage the Convention and Visitors Bureau. The current contract ends September 30, 2023. The new contract period would begin October 1, 2023, and go on through September 30, 2024.

FINANCIAL IMPACT:

BEDC funds this contract.

STAFF RECOMMENDATION:

Consider BEDC Board recommendation to approve proposed contract renewal with the Breckenridge Chamber of Commerce

BRECKENRIDGE ECONOMIC DEVELOPMENT CORPORATION
BRECKENRIDGE CHAMBER OF COMMERCE
CONTRACT

THE STATE OF TEXAS }
COUNTY OF STEPHENS }
CITY OF BRECKENRIDGE }

WHEREAS, the City of Breckenridge has enacted a ½ cent sales tax for the purposes provided in the Development Corporation Act of 1979, and

WHEREAS, the City of Breckenridge has created the Breckenridge Economic Development Corporation, in accordance with the provisions of the Development Corporation act of 1979, and

WHEREAS, it is deemed to be in the public interest to expend the receipts from such tax in the furtherance of such purposes as provided in the Development Corporation Act of 1979, and

WHEREAS, the Breckenridge Economic Development Corporation, and the Breckenridge Chamber of Commerce have a mutual interest in establishing Breckenridge as a Major City in this region of the State of Texas, and encouraging the economic growth of Breckenridge by bringing economic development through the creation of new business and industry and the development of the community through the development of community resources leading to economic development, and

WHEREAS, the Breckenridge Chamber of Commerce traditionally has concerned itself with these goals and is the best qualified agency to plan and execute programs designated to accomplish these purposes with the least duplication of resources.

NOW, THEREFORE, the Breckenridge Economic Development Corporation, hereinafter called BEDC, and the Breckenridge Chamber of Commerce, Inc., hereinafter called the Chamber, make and enter into the following agreement and contract:

I. PURPOSE

The Breckenridge Chamber of Commerce, Inc., is a 501(c)(6) nonprofit Corporation that, in part, fosters manufacturing and industrial expansion and job creation. The BEDC and the Chamber wish to enter into an agreement whereby the BEDC, acting in accordance with the Development Corporation Act of 1979 (as amended), may reimburse certain expenses incurred by the Chamber for the purpose of promoting and marketing the City of Breckenridge and vicinity.

II. DUTIES

The BEDC will provide \$36,000.00 in funds (\$3,000.00 per month) for personnel beginning October 1, 2023 and ending September 30, 2024, for the purpose of administrative assistance provided by one (1) member of the Chamber staff (\$10,000.00) and for the purpose of Economic

Development and promoting the City of Breckenridge and vicinity and for the salary for one (1) director (\$26,000.00) for the Convention and Visitors Bureau.

The Chamber agrees to:

1. Through ongoing efforts of the Chamber, the Chamber will continue to build a general awareness of locational opportunities in the Breckenridge area through advertising and general promotional activities on a local, state and national basis.
2. Generate specific interest in Breckenridge of overall community development, as well as economic growth, and in expansion and success of local existing business and industry.
3. Authorize the involvement of one member of the Chamber staff, namely the Office Manager. The Office Manager will dedicate a minimum of 40% of their daily work schedule participating in Economic Development objectives set forth by the Board of Directors of BEDC.
4. The Director for the Breckenridge Convention and Visitors Bureau will collect visitor data, implement a marketing plan, and create an atmosphere of hospitality by planning and executing events designed to elevate the branding and priority of those looking to visit Breckenridge.

III DURATION, TERMINATION

This contract may be terminated by the BEDC or the Chamber, in whole, or from time to time, in part, upon good cause and whenever such termination is in the best interest of the BEDC or the Chamber. Termination will be effective sixty (60) days after delivery of Notice of termination specifying to what extent performance work under the contract has been terminated and specifying that the contract shall be terminated sixty (60) days after receipt by the notified party. This contract expires without notification on September 30, 2024.

The following operating procedures are hereby adopted for the program.

1. REPORTING

All accounting procedures, records and reports shall be available for inspection by any member of the Board of Directors of BEDC at any time during normal business hours of the Chamber.

2. TRANSFER OF FUNDS

Transfer of funds approved under this contract shall be made to the Chamber no later than the first day of each month following receipt, in the amount provided for earlier in this contract.

3. EXPENDITURE RESTRICTIONS

The funds received by the Chamber may be spent toward specific programs, projects and expenses, in accordance with the current state statutes acting in accordance with the Development Corporation Act of 1979 (as amended), and in accordance with a budget approved by the BEDC. Any non-budgeted or excess funds remaining after year-end will be held over for future expenditures.

4. RECORDS RETENTION

All books of entry shall be maintained in accordance with the statutes of the State of Texas.

5. BONDS

Chamber Officers and Staff designated by the Chamber to manage funds under this contract shall be bonded in the amount of not less than \$25,000.

The Chamber shall use the funds provided under this contract to further the purposes stated herein. The programs, planning, preparation and execution shall be the sole responsibility of the Chamber as directed by the Board of Directors of the BEDC.

EXECUTED IN DUPLICATE ORIGINALS ON THIS THE 30TH DAY OF AUGUST, 2023.



LEE OLSON, PRESIDENT,
BRECKENRIDGE ECONOMIC
DEVELOPMENT CORPORATION

ATTEST:

WADE SMITH, SECRETARY
BRECKENRIDGE ECONOMIC
DEVELOPMENT CORPORATION

S E A L



JONATHAN NEWTON, PRESIDENT
BRECKENRIDGE CHAMBER OF
COMMERCE, INC.

ATTEST:



MARITZA FAMBRO, SECRETARY
BRECKENRIDGE CHAMBER OF
COMMERCE, INC.

S E A L

APPROVED AND CONFIRMED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE
IN REGULAR SESSION THE _____ DAY OF _____, 2023, WITH THE
FOLLOWING RECORDED VOTE;

AYES:

NAYS:

ABSTAIN:

BOB SIMS, Mayor
City of Breckenridge

ATTEST;

JESSICA SUTTER, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action on approving BEDC Board Director as Recommended by BEDC

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The BEDC is recommending the re-appointment of Mr. Mike Griffith and appointment of Mr. Sid Curry (to replace Kevin Simmons) to two-year terms as members of the BEDC Board of Directors.

See applicable Article IV – Board of Directors, Section 4.01 (Board of Directors) and 4.02 (Number and Qualifications) of the Bylaws of the BEDC:

4.01 Board of Directors

The business affairs of the Corporation and all corporate powers shall be exercised by or under authority of the Board of Directors (the “Board”), appointed by the governing body of the City of Breckenridge, and subject to applicable limitations imposed by the Texas Business Organizations Code, the Articles of Incorporation, or these Bylaws. The Board may, by contract, resolution, or otherwise, give general or limited or special power and authority to the officers and employees of the Corporation to transact the general business or any special business of the Corporation, and may give powers of attorney to agents of the Corporation to transact any special business requiring such authorization.

4.02 Number and Qualifications

1. The authorized number of Directors of this Board shall be seven (7), such directors shall serve for two (2) year terms, with a maximum of three (3) consecutive terms. No more than four (4) of the seven (7) directors may be, but do not have to be, elected City officials or City employees.

2. The Mayor with the approval of the City Commission of the City of Breckenridge shall appoint the Directors of the Corporation. The directors shall meet at least one (1) of the following qualifications:

- (a) Must be serving or have served, as Chief Executive Officer of a company; or
- (b) Must be serving, or have served, in a position of executive management of a company; or
- (c) Must be serving, or have served, in a professional capacity; or
- (d) Must have experience equivalent to any of the above qualifications.
- (e) Must have been a resident of Stephens County for at least three (3) years.

3. The City Commission shall consider an individual's experience, accomplishments, and educational background in appointing members of the Board to ensure that the interests and concerns of all segments of the community are considered.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider appointment approval of Sid Curry to serve as Board Director on the BEDC Board



P.O. Box 1466 100 EAST ELM STREET
BRECKENRIDGE, TEXAS 76424
PHONE 254-559-6228 FAX 254-559-7104

BOARD OF DIRECTORS
LEE OLSON, PRESIDENT
TY BARTOSKEWITZ
MIKE GRIFFITH
DAVID DUGGAN
KEVIN SIMMONS
KY KENNEDY
WADE SMITH

EXECUTIVE DIRECTOR
DAVID MILLER

August 30, 2023

Dear Mayor Sims and City Manager Northrop,

According to Article IV - Section 4.02 of the Bylaws of the Breckenridge Economic Development Corporation (BEDC), the Mayor with the approval of the City Commission of Breckenridge shall appoint the Directors of the Corporation.

At the regularly called July 2023 meeting of the BEDC, the Board of Directors unanimously voted to recommend Mayor Sims reappoint Mr. Mike Griffith to a third two-year term and to appoint Sid Curry to his first two-year term to begin on October 1, 2023, and end on September 30, 2025. Per our Bylaws, directors may serve a maximum of three consecutive terms. Kevin Simmons has served three consecutive terms and is ineligible to serve another consecutive term.

Please let this letter serve as an official request to place the appointment of Mr. Mike Griffith and Mr. Sid Curry to two-year terms as members of the BEDC Board of Directors on the agenda for the upcoming meeting of the City Commission of Breckenridge.

If you have any questions or concerns, feel free to let me know.

Respectfully,

Lee Olson
President
Breckenridge Economic Development Corporation
raysgrocery@gmail.com

RESOLUTION NO. 23-23**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, TO APPOINT A MEMBER 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 Kevin Simmons and Mike Griffith will expire September 30, 2023; and

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

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

Director to be reappointed for a two-year term: Mike Griffith to expire September 30, 2025.
New Director to be appointed for a two-year term: Sid Curry expiring September 30, 2025.

PASSED AND APPROVED this 5th day of September 2023.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action on approving Ordinance 23-15 adopting a budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 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 2023-2024 City of Breckenridge Budget was published on August 16, 2023, as provided by Section 102.005(b) of the Texas Local Government Code.

Proposed Tax Rate	\$1.05471 per \$100
No New Revenue Tax Rate	\$0.91750 per \$100
Voter Approval Tax Rate	\$0.97818 per \$100
De Minimus Tax Rate	\$1.16224 per \$100

‘The budget will raise more total property taxes than last year’s budget by \$320,392 (14.95%) and of that amount \$26,748 tax revenue to be raised from new property add to the toll this year.’

General Fund: For M & O	\$4,855,277
Water Fund: For M & O	\$2,675,574
Wastewater Fund: For M & O	\$1,306,455
Sanitation Fund: For M & O	\$509,669
Trade Days	\$0
Fire Department Special Fund	\$0
Cemetery Trust	\$6,000
Forfeited Property Fund	\$0

Equipment Replacement	\$353,273
Street Maintenance Sales Tax Fund Breckenridge Park Fund	\$200,000
Police Department Special Fund	\$200
Capital Improvement Project	\$1,198,000
General Debt Service Fund	\$606,258
Revenue Debt Service Fund	\$686,412

FINANCIAL IMPACT:

See above.

STAFF RECOMMENDATION:

Consider approval of proposed FY 2023-2024 City of Breckenridge Budget

ORDINANCE NO. 23-15

AN ORDINANCE ADOPTING THE BUDGET AND APPROPRIATED RESOURCES FOR THE BUDGET YEAR BEGINNING ON OCTOBER 1, 2023 AND ENDING ON SEPTEMBER 30, 2024.

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, 2023, and ending on September 30, 2024, be and is hereby adopted as the budget for such fiscal year.
- Section 2. That the sum of \$4,917,969 is hereby appropriated out of the General Fund as follows:
- | | |
|-----------------------------|-------------|
| For Maintenance & Operating | \$4,855,277 |
|-----------------------------|-------------|
- Section 3. That the sum of \$2,709,500 is hereby appropriated out the Water Fund as follows:
- | | |
|-------------------------------|-------------|
| For Maintenance and Operating | \$2,675,574 |
|-------------------------------|-------------|
- Section 4. That the sum of \$1,601,800 is hereby appropriated out of Wastewater Fund as follows:
- | | |
|-----------------------------|-------------|
| For Maintenance & Operating | \$1,306,455 |
|-----------------------------|-------------|
- Section 5. That the sum of \$521,800 is hereby appropriated out of Sanitation Fund as follows:
- | | |
|-----------------------------|-----------|
| For Maintenance & Operating | \$509,669 |
|-----------------------------|-----------|
- Section 6. That the sum of \$0 is hereby appropriated out of the Fire Department Special Fund.
- Section 7. That the sum of \$6,000 is hereby appropriated out of the Cemetery Trust Fund.
- Section 8. That the sum of \$353,273 is hereby appropriated out of the Equipment Replacement Fund.
- Section 9. That the sum of \$200,000 is hereby appropriated out of the Street Maintenance Sales Tax Fund.
- Section 10. That the sum of \$200 is hereby appropriated out of the Breckenridge Park Fund.

- Section 11. That the sum of \$1,198,000 is hereby appropriated out of the Capital Improvement Project Fund.
- Section 12. That the sum of \$606,258 is hereby appropriated out of the General Debt Service Fund.
- Section 13. That the sum of \$686,412 is hereby appropriated out of the Revenue Debt Service Fund.
- Section 14. That this ordinance be in full force and effect from and after its adoption.

PASSED, APPROVED AND ADOPTED BY THE CITY COMMISSION THIS 5th DAY OF SEPTEMBER 2023.

CITY OF BRECKENRIDGE, TEXAS

**Bob Sims,
Mayor**

ATTEST:

**Jessica Sutter
City Secretary**

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discuss and consider approval of Resolution 23-21 ratifying the tax revenue for the tax year 2023 (FY 2023-2024) 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 29, 2023, during a special meeting held at City Hall, 105 N. Rose, Breckenridge, Texas.

Proposed Tax Rate	\$1.05471 per \$100
No New Revenue Tax Rate	\$0.91750 per \$100
Voter Approval Tax Rate	\$0.97818 per \$100
De Minimus Tax Rate	\$1.16224 per \$100

“The budget will raise more total property taxes than last year’s budget by \$320,392 (14.95%) and of that amount \$26,748 tax revenue to be raised from new property add to the toll this year.”

General Fund: For M & O	\$4,855,277
Water Fund: For M & O	\$2,675,574
Wastewater Fund: For M & O	\$1,306,455
Sanitation Fund: For M & O	\$509,669
Trade Days	\$0
Fire Department Special Fund	\$0
Cemetery Trust	\$6,000
Forfeited Property Fund	\$0
Equipment Replacement	\$353,273
Street Maintenance Sales Tax Fund Breckenridge Park Fund	\$200,000
Police Department Special Fund	\$200

Capital Improvement Project	\$1,198,000
General Debt Service Fund	\$606,258
Revenue Debt Service Fund	\$686,412

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Move to approve Resolution 23-21 ratifying the tax revenue for the tax year 2023 (FY 2023-2024) For the City of Breckenridge.

RESOLUTION NO. 23-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, RATIFYING THE TAX REVENUE FOR THE TAX YEAR 2023 (FISCAL YEAR 2023-2024) 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 5, 2023; 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 September 15, 2023; 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 5, 2023.

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 2023-2024 for the City of Breckenridge, Texas

AND IT IS SO RESOLVED.

Passed by a vote of ____ to ____ on this the 5th day of September 2023.

Vote on Motion	For	Against
Bob Sims, Mayor		
Blake Hamilton, Commissioner 1		
Rob Durham, Commissioner 2		
Vince Moore, Commissioner 3		
Gary Mercer, Mayor Pro-Tem Commissioner 4		

CITY OF BRECKENRIDGE, TEXAS

By: _____
Bob Sims, Mayor

ATTEST:

Jessica Sutter
City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discuss and Consider Ordinance 23-13 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 2023-2024; 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

BACKGROUND INFORMATION:

The Public Hearing on proposed tax rate increase was held Tuesday, August 29, 2023, during a special meeting held at City Hall, 105 N. Rose, Breckenridge, Texas.

Proposed Tax Rate	\$1.05471 per \$100
No New Revenue Tax Rate	\$0.91750 per \$100
Voter Approval Tax Rate	\$0.97818 per \$100
De Minimus Tax Rate	\$1.16224 per \$100

‘The budget will raise more total property taxes than last year’s budget by \$320,392 (14.95%) and of that amount \$26,748 tax revenue to be raised from new property add to the toll this year.’

General Fund: For M & O	\$4,855,277
Water Fund: For M & O	\$2,675,574
Wastewater Fund: For M & O	\$1,306,455
Sanitation Fund: For M & O	\$509,669
Trade Days	\$0
Fire Department Special Fund	\$0
Cemetery Trust	\$6,000
Forfeited Property Fund	\$0

Equipment Replacement	\$353,273
Street Maintenance Sales Tax Fund Breckenridge Park Fund	\$200,000
Police Department Special Fund	\$200
Capital Improvement Project	\$1,198,000
General Debt Service Fund	\$606,258
Revenue Debt Service Fund	\$686,412

FINANCIAL IMPACT:

See above.

STAFF RECOMMENDATION:

Consider approval of proposed FY 2023-2024 City of Breckenridge Tax Rate of \$1.05471 per \$100 valuation

ORDINANCE NO. 23-13

AN ORDINANCE LEVYING A MAINTENANCE AND OPERATING TAX RATE AND A DEBT TAX RATE FOR THE CITY OF BRECKENRIDGE, TEXAS, FOR THE TAX YEAR 2023.

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 2023 as follows:

For the General Fund Maintenance & Operation	\$ 0.79961
General Fund Debt Service	\$ 0.25510
TOTAL LEVY	\$ 1.05471

Section 2. That the tax rate for maintenance and operations of \$0.79961 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.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.40% AND WILL INCREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$34.71.

Section 3. That the maintenance and operations tax rate of \$0.79961 exceeds the no-new-revenue maintenance and operations rate of \$0.69533. The proposed tax rate is greater than the voter-approval rate but not greater than de minimis rate and does not exceed the rate that allows voters to petition for an election under Section 26.075, Tax Code.

Section 4. That the City Tax Assessor and Collector of the City of Breckenridge is hereby directed to assess for the 2023 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 5th day of September 2023.

Vote on Motion	For	Against
Bob Sims, Mayor		
Blake Hamilton, Commissioner 1		
Rob Durham, Commissioner 2		
Vince Moore, Commissioner 3		
Gary Mercer, Mayor Pro-Tem Commissioner 4		

CITY OF BRECKENRIDGE, TEXAS

Bob Sims,
Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action on approving Water Treatment Plant Project

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

One of the initiatives discussed for FY 2023-2024 was a Water Treatment Project. This project includes an operational change and reduction in a WTP Full-time employee. The Project is a complement to our current SCADA system at the Water Treatment Plant providing remote notification and access. This system will allow us to reduce an FTE from five employees to four employees and operate more efficiently using technology. The FTE will be transferred to an open position in another Public Works Department allowing us to fill a needed position. The cost of the Project is \$48,325 and will be a one-time cost. The savings realized from the FTE reduction are approximately \$52K and will be an ongoing savings in operations.

FINANCIAL IMPACT:

\$48,325

STAFF RECOMMENDATION:

8/22/23 5:09 PM

WALLACE CONTROLS & ELECTRIC
BOX 31 - 210 EAST MORGAN STREET
MERIDIAN, TX. 76665 Electrical Contractor Lic. #22928
PHONE 254-435-2544
FAX 254-435-2524 OR E-MAIL paytonwallace@sbcglobal.net

City of Breckenridge
Attn: Todd Henderson
Ref: Quote to provide WTP shutdown controls

QUOTE TO INCLUDE:

Conduit
Wire
Ditching to new valve actuator
1 – New 480V Valve Actuator for raw water valve control
1 – Sensaphone Autodialer for shutdown alarms and level callouts.
Scada programming for Hi/Low Chlorine levels, Hight turbidity levels, etc.
Control relays for effluent valve shutdown and raw water valve shutdown.
Labor, Programming and Expenses

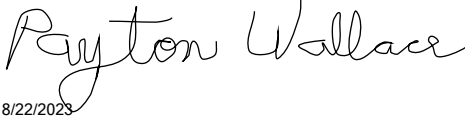
EXCLUSIONS:

Taxes
Valve (Providing actuator only for existing 16” valve at Raw Water.

TOTAL BID.....\$ 48,325.00

Thanks,
Payton Wallace
Wallace Controls & Electric, Inc.

Acceptance Notification Signature:



8/22/2023



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of purchase and installation of new Playground equipment and Canopy for the Breckenridge City Park

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

City Commissioner's began preparing for Certificate of Obligation 2023 in FY 2021-2022. Planned expenditures are street improvements, park improvements and PW Facility improvements. The attached lists the projected park improvements and estimated costs.

This agenda item seeks approval of the park playground equipment and canopy purchased through the Texas Buyboard from Playground Solutions of Texas. The Texas Buyboard is a local government purchasing cooperative, which is an administrative agency created in accordance with Section 791.001 of the Texas Government Code. Its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services. The Cooperative also relieves the burdens of governmental purchasing by effectively using current technology and realizing economies of scale.

The Playground Solutions of Texas will remove the existing playground equipment and pea gravel, install new equipment, including canopy and new surface.

FINANCIAL IMPACT:

\$350,227.46

STAFF RECOMMENDATION:

Approve purchase of park playground equipment and canopy from Playground Solutions of Texas and authorize the City Manager to execute the contract.



STEVE THOMPSON
23067ST

CITY OF BRECKENRIDGE

**PLAYGROUND
SOLUTIONS**
— OF TEXAS —



STEVE THOMPSON
23067ST

CITY OF BRECKENRIDGE



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23067ST

CITY OF BRECKENRIDGE



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23067ST

CITY OF BRECKENRIDGE



STEVE THOMPSON
23067ST

CITY OF BRECKENRIDGE

Playground Solutions of Texas, Inc
 PO Box 92458
 Southlake, TX 76092

 469-375-4590
 info@pstxi.com
 http://pstxi.com



Estimate

Name / Address

City of Breckenridge
 105 North Rose Drive
 Breckenridge, TX 76424

Ship To

Walk in the Park -
 Breckenridge
 Sheryl Osswald
 4100 Hahn Blvd
 Haltom City, TX 76117

Estimate # 230753
Date 8/21/2023
Exp Date 9/20/2023

Terms

50/Net 30

Job Number

Product	Description	Qty	Rate	Amount
BuyBoard	BUYBOARD CONTRACT NO.679-22 EFFECTIVE 10/1/2022 - 9/30/2025		0.00	0.00
23067ST	CUSTOM CHALLENGER PLAY STRUCTURE	1	122,932.00	122,932.00
SWING SP-8	SINGLE POST SWING	1	1,900.00	1,900.00
SWING SP-...	SINGLE POST SWING ADD A BAY	2	1,407.00	2,814.00
ZZXX1321	ALBANY TIMBER STACK	1	11,976.00	11,976.00
Q-050891	SUPERSPAN HIP 4 POST LENGTH 60ft X WIDTH 52ft by 14ft ENTRY	1	42,803.00	42,803.00
SED DRAWI...	SEALED ENGINEERED DRAWINGS	1	867.00	867.00
BONDFLEX ...	BONDFLEX PLAYGROUND 9' - 4" WITH 3' STONE AGGREGATE	3,850	25.80	99,330.00
BONDFLEX ...	BONDFLEX SWINGS 3.5" WITH 3" STONE AGGREGATE	1,152	25.80	29,721.60
DISCOUNT...	DISCOUNT	-1	43,451.28	-43,451.28
SHIPPING	SHIPPING	1	15,672.74	15,672.74

ACCEPTED BY: _____

Subtotal

Sales Tax (0.0%)

ACCEPTED DATE: _____

TOTAL

Playground Solutions of Texas, Inc
 PO Box 92458
 Southlake, TX 76092

 469-375-4590
 info@pstxi.com
 http://pstxi.com



Estimate

Name / Address

City of Breckenridge
 105 North Rose Drive
 Breckenridge, TX 76424

Ship To

Walk in the Park -
 Breckenridge
 Sheryl Osswald
 4100 Hahn Blvd
 Haltom City, TX 76117

Estimate # 230753
Date 8/21/2023
Exp Date 9/20/2023

Terms

50/Net 30

Job Number

Product	Description	Qty	Rate	Amount
INSTALLATI...	INSTALLATION INCLUDES: REMOVAL OF OLD EQUIPMENT/DUMPSTER REMOVAL AND HAUL OFF OF PEA GRAVEL INSTALLATION OF NEW EQUIPMENT (STRUCTURE, SWINGS & TIMBER STACK) INSTALLATION OF CANOPY AND FOOTERS	1	65,662.40	65,662.40
INSTALLATI...	INSTALLATION TERMS Acceptance of this proposal includes acceptance of attached Terms and Conditions Form ITCAC 02/24/2020.		0.00	0.00

ACCEPTED BY: _____

ACCEPTED DATE: _____

Subtotal

Sales Tax (0.0%)

TOTAL

Playground Solutions of Texas, Inc
 PO Box 92458
 Southlake, TX 76092

 469-375-4590
 info@pstxi.com
 http://pstxi.com



Estimate

Name / Address

City of Breckenridge
 105 North Rose Drive
 Breckenridge, TX 76424

Ship To

Walk in the Park -
 Breckenridge
 Sheryl Osswald
 4100 Hahn Blvd
 Haltom City, TX 76117

Estimate # 230753
Date 8/21/2023
Exp Date 9/20/2023

Terms

50/Net 30

Job Number

Product	Description	Qty	Rate	Amount
PRICING N...	DUE TO SUPPLY CHAIN PRICE INCREASES ALL PSTXI QUOTES CAN ONLY BE HONORED TO THE EXPIRATION DATE LISTED ABOVE. WE WILL RE-QUOTE UPON REQUEST AND MAKE EVERY EFFORT TO STAY AS CLOSE TO ORIGINAL QUOTED PRICING. PSTXI APPRECIATES YOUR UNDERSTANDING AND YOUR BUSINESS.		0.00	0.00

ACCEPTED BY: _____

ACCEPTED DATE: _____

Subtotal \$350,227.46

Sales Tax (0.0%) \$0.00

TOTAL \$350,227.46

INSTALLATION TERMS AND CONDITIONS

Access:

The equipment installation site must be accessible and in close proximity for vehicles and machinery, as well as tractor trailers for unloading of safety surfacing if ordered. In the event this equipment is used at your site, please note that there may be signs of access afterwards. Walk in the Park will try to keep this to a minimum. Please note, Walk in the Park is not responsible for repairing sod, repairing or replacing concrete, curbs, or sidewalks due to damage caused by machinery accessing the site through and over these items, unless specifically spelled out in the above quotation. If the site is not accessible, please notify Walk in the Park as soon as possible.

Rock Clause:

We reserve the right to charge for additional manpower and equipment rental if we are unable to drill necessary holes with a skid-steer mounted auger. Should this need arise, we will notify you of the situation and show you the underground conditions before any additional charges are incurred.

AND/OR

Drilling:

We reserve the right to charge for additional time if pier driller encounters delays due to underground conditions. Should the need arise, we will notify you of the situation and show you the underground conditions before any additional charges are incurred.

Mobilization:

Price includes one mobilization. Walk in the Park reserves the right to bill for remobilization if another visit to the jobsite is required due to work stoppage caused by the customer or another party.

Permits:

It is the responsibility of the customer/general contractor to assess requirements for any and all necessary building permits before any work is done. Walk in the Park is NOT responsible for obtaining building permits unless specifically requested. If no line item for permits is listed above, they are not included in the scope of this project. Any work stoppage that occurs due to lack of permits may result in additional mobilization charges.

Utilities:

It is the customer's responsibility to locate any private utility lines not located through the Texas811 agency. Those not located are irrigation (sprinkler), site drainage (PVC pipe and french drains), or other private lines including gas, water, etc. The location of lines should be clearly marked and/or relocated as necessary. Walk in the Park cannot be responsible for repairing or replacing unmarked private utilities damaged during installation.

Certified Payroll:

If Certified Payroll, Davis/Bacon Wage Act or minimum wage rates are needed for this project, an additional administrative processing fee is required.

Taxes:

Pricing does not include any sales tax that might be associated with this install.

Trash:

It is the customer's responsibility to dispose of any trash created from this install. WITP will break down all packing materials as much as possible. If a dumpster is provided, WITP will place trash in dumpster. Haul off of trash is available for an additional amount.

Layout:

Setting of control points and on site elevation benchmarks by others.

Progress:

Projects over \$20,000 may require progress billing. If progress is delayed due to customer request or weather for more than a week, Walk in the Park will invoice for all work completed.

Security:

Customer is responsible for site security during install process. Equipment will be wrapped in caution tape. Orange fencing and/or chain link panels are available at an additional charge.

CUSTOMER SIGNATURE _____

PRINTED NAME _____

DATE OF ACCEPTANCE OF TERMS _____

PARK IMPROVEMENTS
Certificate of Obligations 2023

Project	Estimated Cost	Description
Playground Equipment & Canopy	\$350,000	Using Buyboard; remove and replace playground equipment along with canopy. Existing playground equipment is 32 years old
Volleyball Sand Court	\$15,800	Diversify park activities (this has been requested in the past)
Pool Tarp	\$13,000	Replace existing tarp (approximately 10 yrs. old)
Filter/Install	\$27,000	Filter was purchased in FY 2022-2023. Needs to be installed
Generator	\$50,000	Was budgeted to replace in FY 2022-2023 (\$12K) but not enough money was budgeted
Booker T Park Lights	\$15,000	Install lighting
Foundation Park Improvements	\$44,000	Turf (\$30,000), Lighting (\$9,000), fountain improvements (\$3,000)
Dog Park (fencing)	\$32,000	Diversify activities using existing city property (small dog park (approximately 1/3 acre/500 ft of fencing) and a large dog park/1000 feet of fencing).
Park Mower	\$18,000	Needed to replace 2014 mower
Electric Transformer relocation	\$60,000	2025
TOTAL	\$624,800	



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action on FM 3099 Utility Relocation Contract Change Order

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The contract for the FM 3099 Utility Relocation project is to move utilities in advance of TXDOT's project to straighten out the intersection at FM 3099 and Hwy 180/Walker Street.

The project was awarded to Lee Tech Solutions and the original contract price was \$521,775.00 and 90 days for substantial completion (8.20.2023). This change order DECREASES the contract price by \$12,289 to \$509,466.00 and INCREASES the time for substantial completion by 30 days to 9.19.2023.

FINANCIAL IMPACT:

Decrease in contract price from \$521,775.00 to \$509,466.00.

STAFF RECOMMENDATION:

Consider approval of FM 3099 Utility Relocation Change Order as presented.

CHANGE ORDER NO.: 1

Owner: **City of Breckenridge**
 Engineer: **eHT**
 Contractor: **Leetech Solutions**
 Project: **FM 3099 Utility Relocation**
 Contract Name: **N/A**
 Date Issued: **05/22/23**

Owner's Project No.: **N/A**
 Engineer's Project No.: **5580-36**
 Contractor's Project No.: **N/A**

Effective Date of Change Order: **08/30/23**

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

Description:

- **Installation of 4" DIPS DR11 HDPE water line along South side of Hwy 180 to approx. STA. 464+61.**
- **Installation of additional 4" gate valves on each side of section running below FM 3099.**
- **Additional quantity rectifications.**
- **Extension to contract time due to Monday-Thursday work week.**

Attachments:

Previous Work Change Directive 01,
Contractor Mark-up sheets
Change Order Tracking Sheet

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 521,775.00		Substantial Completion:	90 days (8/20/23)
		Ready for final payment:	120 days (9/19/23)
Increase from previously approved Change Orders		Increase from previously approved Change Orders	
\$ N/A		Substantial Completion:	N/A
		Ready for final payment:	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 521,775.00		Substantial Completion:	90 days (8/20/23)
		Ready for final payment:	120 days (9/19/23)
Decrease this Change Order:		Increase this Change Order:	
\$ 12,289.00		Substantial Completion:	30 days
		Ready for final payment:	30 days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 509,466.00		Substantial Completion:	120 days (9/19/23)
		Ready for final payment:	150 days (10/19/23)

Recommended by Engineer

By: Sage Dill, P.E.Title: Project ManagerDate: 8/31/23

Authorized by Owner

By: _____

Title: _____

Date: _____

Accepted by Contractor

By: B. KardonTitle: MS.Date: 8/31/23

ITEM #	BID QTY	UNIT	DESCRIPTION	UNIT PRICE	CONTRACT PRICE	CO-01 QTY	CO-01 PRICE
1	1	LS	Mobilization, Bonds & Insurance	\$ 25,000.00	\$ 25,000.00		
2	1	LS	Traffic Control Plan	\$ 20,000.00	\$ 20,000.00		
3	1	LS	Erosion Control Devices	\$ 15,000.00	\$ 15,000.00		
4	900	LF	Trench and Excavation Safety Plan	\$ 1.00	\$ 900.00	524	\$ 524.00
5	3300	LF	Pipe Bedding Material	\$ 10.00	\$ 33,000.00	524	\$ 5,240.00
6	145	LF	4" DIPS DR-11 HDPE Water Line by Open Cut	\$ 50.00	\$ 7,250.00	485	\$ 24,250.00
7	1660	LF	6" DIPS DR-11 HDPE Water Line by Open Cut	\$ 55.00	\$ 91,300.00	106	\$ 5,830.00
8	1300	LF	8" DIPS DR-11 HDPE Water Line by Open Cut	\$ 62.00	\$ 80,600.00	13	\$ 806.00
9	50	LF	6" DIPS DR-11 HDPE Water Line (Bore)	\$ 100.00	\$ 5,000.00	-50	\$ (5,000.00)
10	40	LF	8" DIPS DR-11 HDPE Water Line (Bore)	\$ 120.00	\$ 4,800.00		
11	195	LF	4" DIPS DR-11 HDPE Water Line w/6" HDPE Encasement (Open Cu	\$ 100.00	\$ 19,500.00		
12	80	LF	4" DIPS DR-11 HDPE Water Line w/6" HDPE Encasement (Bore)	\$ 140.00	\$ 11,200.00	-80	\$ (11,200.00)
13	180	LF	8" DIPS DR-11 HDPE Water Line w/12" HDPE Encasement (Bore)	\$ 220.00	\$ 39,600.00	-8	\$ (1,760.00)
14	1	EA	2" Tapping Sleeve	\$ 1,500.00	\$ 1,500.00	-1	\$ (1,500.00)
15	3	EA	6" Tapping Sleeve	\$ 5,000.00	\$ 15,000.00	-1	\$ (5,000.00)
16	1	EA	8" Tapping Sleeve	\$ 6,000.00	\$ 6,000.00	2	\$ 12,000.00
17	1	EA	2" Gate Valve	\$ 1,200.00	\$ 1,200.00		
18	5	EA	6" Gate Valve	\$ 2,500.00	\$ 12,500.00	-1	\$ (2,500.00)
19	8	EA	8" Gate Valve	\$ 3,500.00	\$ 28,000.00	-1	\$ (3,500.00)
20	1	EA	4" Flush Valve Assembly with Gate Valve	\$ 9,000.00	\$ 9,000.00	-1	\$ (9,000.00)
21	3650	LF	Detectable Tape and Tracer Wire	\$ 1.00	\$ 3,650.00	466	\$ 466.00
22	15	CY	Grout Fill Abandoned Water Line	\$ 100.00	\$ 1,500.00		
23	1735	LF	Cut & Remove Existing PVC Water Line	\$ 15.00	\$ 26,025.00	-1735	\$ (26,025.00)
24	2	EA	Connect 8" HDPE Water Line to Existing 8" PVC Water Line	\$ 2,500.00	\$ 5,000.00		
25	7	EA	Water Meter Service Reconnection (Short)	\$ 2,000.00	\$ 14,000.00	3	\$ 6,000.00
26	1	EA	Water Meter Service Relocation and Reconnection (Short)	\$ 2,000.00	\$ 2,000.00		
27	10	EA	Cut & Plug Existing PVC Water Line	\$ 1,000.00	\$ 10,000.00		
28	1	EA	6" Fire Hydrant Assembly with Gate Valve	\$ 7,000.00	\$ 7,000.00		
29	1	EA	Remove Existing Fire Hydrant & Return to Owner	\$ 500.00	\$ 500.00		
30	100	LF	Concrete Surface Repair	\$ 56.00	\$ 5,600.00	-100	\$ (5,600.00)
31	566	LF	Asphalt Surface Repair	\$ 35.00	\$ 19,810.00	-288	\$ (10,080.00)
32	17	LF	Gravel Surface Repair	\$ 20.00	\$ 340.00	288	\$ 5,760.00
33	0	EA	4" Gate Valve	\$ 2,000.00	\$ -	4	\$ 8,000.00

\$ 521,775.00 \$ (12,289.00)

WORK CHANGE DIRECTIVE NO.: 1

Owner: City of Breckenridge
 Engineer: Enprotec /Hibbs & Todd
 Contractor: Leetech Solutions, LLC.
 Project: TXDOT FM 3099 Realignment Utility Relocation

Owner's Project No.: N/A
 Engineer's Project No.: 5580-36
 Contractor's Project No.: N/A

Date Issued: 06/26/2023

Effective Date of Work Change Directive: 06/26/2023

Contractor is directed to proceed promptly with the following change(s):

Description:

- Installation of 4" DIPS DR11 HDPE water line along the south side of Highway 180 to approx. STA. 464+61.
- Installation of 4" Gate Valve on each side of encasement below future FM 3099 roadway, south of Highway 180.
- Installation 4" DIPS DR11 HDPE water line inside of 185 linear feet of 6" HDPE casing below future FM 3099 roadway, south of Highway 180.

Attachments:

Revised Sheets 05 and 07.

Purpose for the Work Change Directive:

The purpose for additional relocation is to avoid conflict with proposed TXDOT roadway improvements. The additional gate valves were requested by the City of Breckenridge. The reduction to encasement length was permitted by TXDOT.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

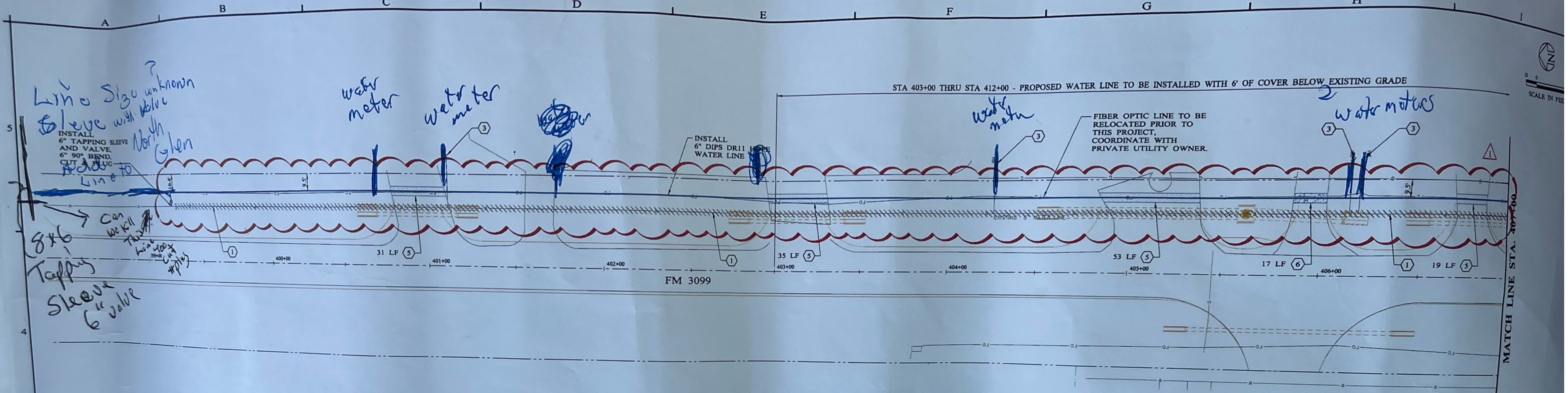
Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

1. 4B – 406 LF @ \$1, Trench and Excavation Safety Plan (\$406)
2. 5B – 406 LF @ \$10, LF Pipe Bedding Material (\$4,060)
3. 6B – 406 LF @ \$50, 4" DIPS DR11 HDPE Water Line (\$20,300)
4. 11B – (-10) LF @ \$100, 4" DIPS DR11 HDPE Water Line w/ 6" HDPE Encasement (open cut) (-\$1,000)
5. 12B – (-80) LF @ \$140, 4" DIPS DR11 HDPE Water Line w/ 6" HDPE Encasement (bore) (-\$11,200)
6. N/A – 2 EA @ \$2,000, 4" Gate Valve (\$4,000)





GENERAL NOTES:

1. PROPOSED WATER LINE TO BE INSTALLED WITH A MINIMUM OF 4' OF COVER VERSUS EXISTING GRADE, UNLESS OTHERWISE SPECIFIED.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR POTHOLING BURIED UTILITIES TO CONFIRM LOCATION PRIOR TO WATER LINE INSTALLATION.

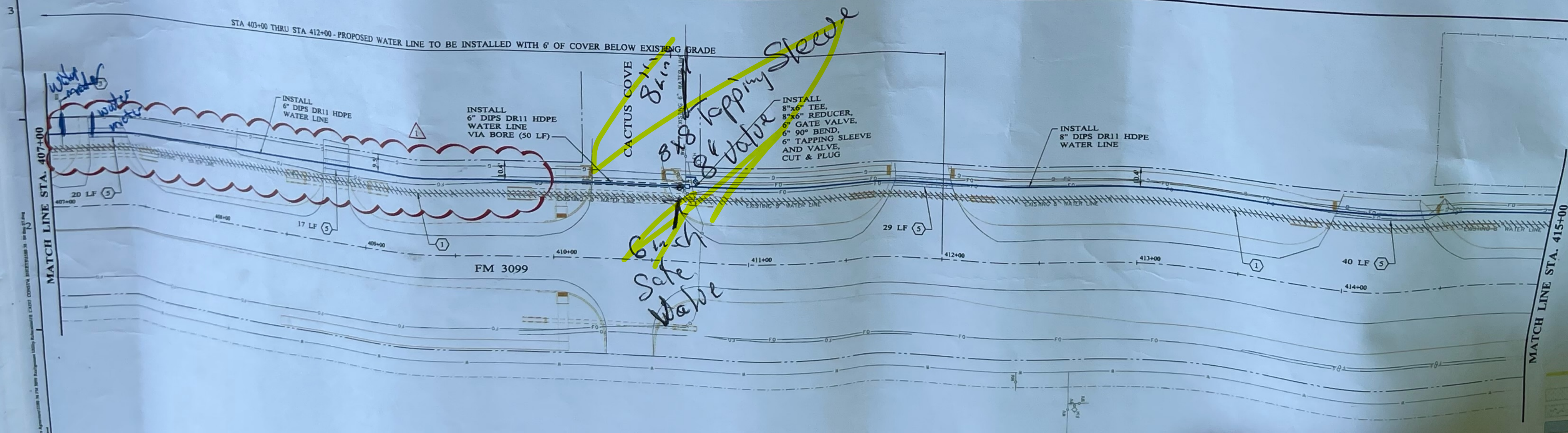
NOTE TO BIDDER:

BID OPTION "A"
SHALL BE FOR THE INSTALLATION OF ALL SECTIONS OF THE PROPOSED WATER LINE TO BE INSTALLED VIA BORE.

BID OPTION "B"
SHALL BE FOR THE INSTALLATION OF THE PROPOSED WATER LINE VIA OPEN CUT AND BORE AND ANY ASSOCIATED WORK (AS DEPICTED IN THESE PLAN SHEETS), UNLESS OTHERWISE SPECIFIED.

LEGEND:

- EXISTING MANHOLE (SANITARY SEWER)
- EXISTING FIRE HYDRANT
- EXISTING WATER METER
- EXISTING WATER VALVE
- EXISTING POWER POLE
- EXISTING GAS LINE
- EXISTING SANITARY SEWER LINE
- EXISTING WATER LINE
- EXISTING BURIED FIBER OPTIC
- EXISTING OVERHEAD UTILITY LINE
- TRAFFIC LIGHT (BY SEPARATE CONTRACT)
- ITEMS ORANGE IN COLOR (BY SEPARATE CONTRACT)
- PROPOSED WATER LINE (4' DEEP, UNLESS SHOWN OTHERWISE)
- PROPOSED CUT AND PLUG
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT
- EXISTING WATER LINE TO BE REMOVED
- RELOCATE WATER METER AND RECONNECT
- WATER METER RECONNECT
- SECTION OF GROUT FILLED
- ASPHALT
- GRAVEL
- CONCRETE



NO.	REVISION	DATE
1	ADDENDUM #1	03/29/2023



Enprotec | Hibbs & Todd
402 Cedar Street • Abilene, Texas 79601 • T: (325) 698-5560 • F: (325) 698-3240 • www.e-h-t.com
PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DESIGNED BY
DRAWN BY
CHECKED BY
S.D.

3099
RELOCATION
COUNTY, TEXAS

PROJECT
55
SHEET No.
04

Leetech Solutions

Change order items to address

Item 6b – 4” water line original bid item was 145’ . With the work directive we added 405 ft to it and need it to be on a change order at 50.00 per ft .

Item 7b- 6” water line bid was for 1660 ft. Actually have 1906’ with 50 added by open cutting bid item 9b and our over placement 145’ and the 56’ to continue the line to connect to the North Glen line. Extra 201 ft . Also the tapping sleeve at North Glenn will be 8”.

Item 8b – no changes at this time

Item 9b- not using add 50 to open cut 6’ across Cactus Cove Road

Item 10b - no changes

Item 11b - no changes

Item 12b- no changes

Item 13b- no changes

Item 14b- no changes

Item 15b- there is only 1 6” tapping sleeve

Item 16b- 4 8” tapping sleeves

Item 17b- no changes

Item 18b- there will be only 3 6” valves

Item 19b - there will be 6 8”valves

Item 20b- we are not using this item. We will put item 17b and build a blow of tube as per approval by Todd.

Item 21b- installed

Item 22b – may increase due to actual footage amount

Item 23b- may reduce due to pipe location

Item 24b – no changes

Item 25b- 7 services called out 11 actual total

Item 26b – no change

Item 27b - no change

Item28b-installed

Item 29b- no change

Next 3 items we covered in our past meetings

Add on items

4" valves at 2,000 there is a total of 4 = 8000.00



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action approving P&Z Recommendation to close the remaining portion of North Oakwood Avenue, lying between Blocks 44 and 45 of the Lakeview Addition of the City of Breckenridge, Texas.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

P&Z Commission met Monday, August 28, 2023, to consider the request of the property owner at 1010 W. Elm – Lakeview Addition, Block 44, Lot 8, 9, & W/10 of 7, who recently had this property surveyed and discovered a small section of the street was not conveyed by the city back in 1978. Instead of just referencing the street and the plat back then, they did a metes and bounds which only closed 38 feet of the 60-foot-wide street. The property owner is requesting the city close any remaining portion of North Oakwood between blocks 44 and 45. P&Z voted to recommend that the City close the remaining portion of North Oakwood Ave. between Blocks 44 and 45 of the Lakeview Addition.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Consider approval of Ordinance 23-17 accepting P&Z's recommendation to close the remaining portion of North Oakwood Ave. between Blocks 44 and 45 of the Lakeview Addition.



Map

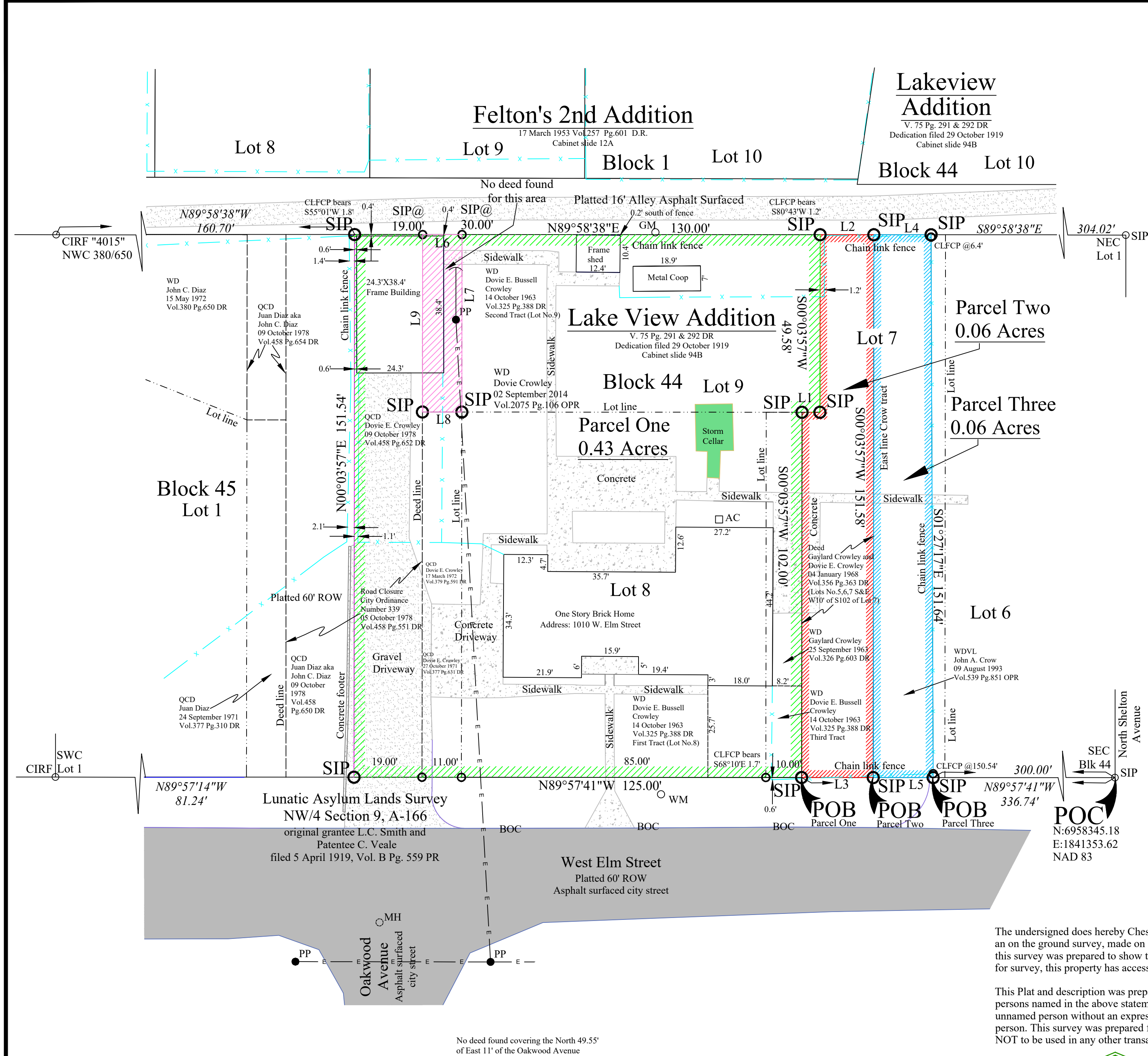
- Local Road Labels
- Local Roads
 - Extra-territorial Jurisdiction
 - City Limits
 - Stephens CAD Parcels



Data displayed were gathered by the City of Breckenridge for municipal purposes. No guarantee is made regarding suitability for any other use or purpose.



0 0.002 0.004 0.006 mi



METES AND BOUNDS DESCRIPTION Parcel One - 0.43 Acre Tract

All that certain 0.43 acre tract or parcel of land situated in the City of Breckenridge in the northwest quarter of Section 9, of the Lunatic Asylum Lands, original grantee L. C. Smith and patentee C. Veale, patent filed 05 April 1919, and recorded in volume B page 559 of the Patent Records of the County of Stephens State of Texas, and said tract being part of Lot 7 and all of Lots 8 and 9 and part of an unnamed road between Block 44 and Block 45 of the Lake view Addition, an addition to the City of Breckenridge, according to plat of the same, dedication deed filed 29 October 1919, and recorded in volume 75 pages 291 and 292 of the Deed Records of Stephens County, and plat now located in the Plat Cabinet in Slide 94B of the Plat Records of said Stephens County, said tract being all of the First Tract, Second Tract and Third Tract, as described in deed to Dovie E. Bussell Crowley, filed 14 October 1963, and recorded in volume 325 page 388 of said deed records, and said tract being all of a tract as described in quit claim deed to Dovie E. Crowley, filed 27 October 1971, and recorded in volume 377 page 631 of said deed records, and said tract being all of a tract as described in quit claim deed to Dovie E. Crowley, filed 17 March 1972, and recorded in volume 379 page 591 of said deed records, and said tract being part of Road Closure by City Ordinance Number 339, filed 05 October 1978, and recorded in volume 458 page 551 of said deed records and being more particularly described as follows;

COMMENCING at a set 1/2 inch rebar at the intersection of the north line of West Elm Street and the west line of North Shelton Street, said rebar being the southeast corner of said Block 44;

THENCE: North 89 degrees 57 minutes 41 seconds West, with the south line of said Block 44 and with the north line of said Elm Street and passing at 300.00 feet a set 1/2 inch rebar, and continuing on said course passing at 316.74 feet a set 1/2 inch rebar being the southwest corner of a tract as described in deed to John A. Crow, filed 09 August 1993, and recorded in volume 539 page 851 of said deed records, and continuing on said course, a total distance of 336.74 feet to a set 1/2 inch rebar for the **POINT OF BEGINNING** and the southeast corner of the tract described herein, said rebar being the southeast corner of said Crowley Third Tract, same being the southwest corner of a tract as described in deed to Gaylard Crowley, filed 25 September 1963, and recorded in volume 326 page 603 of said deed records;

THENCE: North 89 degrees 57 minutes 41 seconds West, with the south line of said Block 44, and with the north line of said Elm Street, and passing at 10.00 feet a point being the southwest corner of said Lot 7, same being the southeast corner of said Lot 8 from which a chain link fence corner post bears South 68 degrees 10 minutes East, a distance of 1.7 feet, and continuing on said course with the south line of said Lot 8, and passing at 95.00 feet a point being the southwest corner of said Lot 8 and Block 44, same being the southeast corner of said Crowley Tract (377/631) same being the southeast corner of said Crowley Tract (379/631), and continuing on said course and passing at 106 feet a point being the southwest corner of said Crowley Tract (377/631), same being the southwest corner of said Crowley Tract (379/631), and continuing on said course, a total distance of 125.00 feet to a set 1/2 inch rebar in the centerline of a platted 60 foot right of way closed by City Ordinance Number 339, filed 05 October 1978, and recorded in volume 458 page 551 of said deed records for the southwest corner of this tract, from said rebar a capped iron rod being the southwest corner of Lot 1 Block 45 of said subdivision bears North 89 degrees 57 minutes 14 seconds West, a distance of 81.24 feet;

THENCE: North 00 degrees 03 minutes 57 seconds East, with the centerline of said closed right of way, a distance of 151.54 feet to a set 1/2 inch rebar for the northwest corner of this tract, from said rebar a found capped iron rod with a plastic cap marked 105 on the north line of Lot 3 of said Block 45 bears the northwest corner of a tract as described in deed to John C. Diaz, filed 15 May 1972, and recorded in volume 380 page 650 of said deed records bears North 89 degrees 58 minutes 38 seconds West, a distance of 160.70 feet, and from said rebar a chain link fence corner post bears South 55 degrees 01 minutes West, a distance of 1.8 feet;

THENCE: North 89 degrees 58 minutes 38 seconds East, and passing at 19.00 feet a set 1/2 inch rebar being the believed northeast corner of said Ordinance Number 339, and continuing on said course, and passing at 30.00 feet a set 1/2 inch rebar being the northwest corner of said Lot 9, Block 44, and continuing on said course with the north line of said Lot 9, a total distance of 125.00 feet to a set 1/2 inch rebar for the northeast corner of Lot 9, same being the northwest corner of said Lot 7, same being the northwest corner of said Gaylard Crowley tract (356/363), from said rebar a chain link fence corner post bears South 80 degrees 43 minutes West, a distance of 1.2 feet, and from said rebar set 1/2 inch rebar being the northwest corner of said Crow tract bears South 89 degrees 58 minutes 38 seconds East, a distance of 15.00 feet;

THENCE: South 00 degrees 03 minutes 57 seconds West, with the east line of said Lot 9 and the west line of said Lot 7, same being the west line of said Gaylard Crowley tract (356/363), a distance of 49.58 feet to a set 1/2 inch rebar for the most easterly southeast corner of this tract, same being the southeast corner of said Lot 9, same being an ell corner of said Gaylard Crowley tract (356/363);

THENCE: North 89 degrees 57 minutes 41 seconds West, with the south line of said Lot 9, and the north line of said Lot 7, a distance of 5.00 feet to a set 1/2 inch rebar for an inner ell corner of this tract, same being the westernmost northwest corner of said Gaylard Crowley tract (356/363);

THENCE: South 00 degrees 03 minutes 57 seconds West, with the west line of said Gaylard Crowley tract (356/363), a distance of 102.00 feet to the **POINT OF BEGINNING** and containing 0.43 of an acre of land. NAD83 NCTZ Grid Bearings.

METES AND BOUNDS DESCRIPTION Parcel Two - 0.06 Acre Tract

All that certain 0.06 acre tract or parcel of land situated in the City of Breckenridge in the northwest quarter of Section 9, of the Lunatic Asylum Lands, original grantee L. C. Smith and patentee C. Veale, patent filed 05 April 1919, and recorded in volume B page 559 of the Patent Records of the County of Stephens State of Texas, and said tract being part of Lot 7, Block 45 of the Lake view Addition, an addition to the City of Breckenridge, according to plat of the same, dedication deed filed 29 October 1919, and recorded in volume 75 pages 291 and 292 of the Deed Records of Stephens County, and plat now located in the Plat Cabinet in Slide 94B of the Plat Records of said Stephens County, and said tract being the remainder of a tract as described in deed to Gaylard Crowley and Dovie E. Crowley, filed 04 January 1968, and recorded in volume 356 page 363 of said deed records, and being more particularly described as follows;

COMMENCING at a set 1/2 inch rebar at the intersection of the north line of West Elm Street and the west line of North Shelton Street, said rebar being the southeast corner of said Block 44;

THENCE: North 89 degrees 57 minutes 41 seconds West, with the south line of said Block 44 and with the north line of said Elm Street and passing at 300.00 feet a set 1/2 inch rebar, and continuing on said course a total distance of 316.74 feet to a set 1/2 inch rebar for the **POINT OF BEGINNING** and the southeast corner of the tract being described herein, said rebar being the remainder southeast corner of said Gaylard Crowley tract, and said rebar being the southwest corner of a tract as described in deed to John A. Crow, filed 09 August 1993, and recorded in volume 539 page 851 of said deed records;

THENCE: North 89 degrees 57 minutes 41 seconds West, with the south line of said Lot 7, and with the north line of said Elm Street, a distance of 20.00 feet to a set 1/2 inch rebar for the southwest corner of this tract, same being the southwest corner of said Gaylard Crowley tract;

THENCE: North 00 degrees 03 minutes 57 seconds East, with the west line of said Gaylard Crowley tract, a distance of 102.00 feet to a set 1/2 inch rebar on the north line of said Lot 7, same being the south line of Lot 9 of said Block 44 for the most westerly northwest corner of said Gaylard Crowley tract;

THENCE: South 89 degrees 57 minutes 41 seconds East, with the south line of said Lot 7, and with the south line of said Lot 9, a distance of 5.00 feet to a set 1/2 inch rebar for an inner ell corner of this tract, same being an inner ell corner of said Lot 7, same being the southeast corner of said Lot 9;

THENCE: North 00 degrees 03 minutes 57 seconds East, with the west line of said Lot 7, and with the east line of said Lot 9, a distance of 49.58 feet to a set 1/2 inch rebar on the north line of said Block 44 for the most northerly northwest corner of said Lot 7, same being the northeast corner of said Lot 9;

THENCE: South 89 degrees 58 minutes 38 seconds East, with the north line of said Lot 7, a distance of 15.00 feet to a set 1/2 inch rebar for the northeast corner of this tract, same being the remainder northeast corner of said Gaylard Crowley tract, same being the northwest corner of said Crow tract;

THENCE: South 00 degrees 03 minutes 57 seconds West, with the remainder east line of said Gaylard Crowley tract, and with the west line of said Crow tract, a distance of 151.58 feet to a **POINT OF BEGINNING** and containing 0.06 of an acre of land. NAD83 NCTZ Grid Bearings.

METES AND BOUNDS DESCRIPTION Parcel Three - 0.06 Acre Tract

All that certain 0.06 acre tract or parcel of land situated in the City of Breckenridge in the northwest quarter of Section 9, of the Lunatic Asylum Lands, original grantee L. C. Smith and patentee C. Veale, patent filed 05 April 1919, and recorded in volume B page 559 of the Patent Records of the County of Stephens State of Texas, and said tract being part of Lot 7, Block 45 of the Lake view Addition, an addition to the City of Breckenridge, according to plat of the same, dedication deed filed 29 October 1919, and recorded in volume 75 pages 291 and 292 of the Deed Records of Stephens County, and plat now located in the Plat Cabinet in Slide 94B of the Plat Records of said Stephens County, and said tract being part of a tract as described in deed to John A. Crow, filed 09 August 1993, and recorded in volume 539 page 851 of the Official Public Records of said Stephens County, and being more particularly described as follows;

COMMENCING at a set 1/2 inch rebar at the intersection of the north line of West Elm Street and the west line of North Shelton Street, said rebar being the southeast corner of said Block 44;

THENCE: North 89 degrees 57 minutes 41 seconds West, with the south line of said Block 44 and with the north line of said Elm Street a distance of 300.00 feet to a set 1/2 inch rebar for the southwest corner of said Crow tract, same being the remainder southeast corner of a tract as described in deed to Gaylard Crowley, filed 25 September 1963, and recorded in volume 326 page 603 of said deed records;

THENCE: North 00 degrees 03 minutes 57 seconds East, with the west line of said Crow tract, a distance of 151.58 feet to a set 1/2 inch rebar on the north line of said Lot 7 for the northwest corner of said Crow tract, same being the northeast remainder corner of said Crowley tract;

THENCE: South 89 degrees 58 minutes 38 seconds East, with the north line of said Lot 7, a distance of 15.98 feet to a set 1/2 inch rebar for the northeast corner of this tract;

THENCE: South 01 degrees 27 minutes 17 seconds East, and passing at 6.4 feet a chain link fence corner post, and continuing on said course with said fence, and passing at 150.54 feet a chain link fence corner post, and continuing on said course leaving said fence, a total distance of 151.64 feet to a **POINT OF BEGINNING** and containing 0.06 of an acre of land. NAD83 NCTZ Grid Bearings.

The undersigned does hereby Chester Bussell that the map or plat is based upon an on the ground survey, made on 23 January 2023 under my direct supervision, this survey was prepared to show the boundaries of the parcel as cited in request for survey, this property has access to a public roadway as shown.

This Plat and description was prepared for the exclusive use of the person or persons named in the above statements. Said statement does not extend to any unnamed person without an express restating by the surveyor naming said person. This survey was prepared for the transaction as dated hereon, and IS NOT to be used in any other transactions, and the copyrights are reserved.



ERIC BRENNAN, TEXAS
REGISTERED PROFESSIONAL
LAND SURVEYOR
NUMBER 5560

Base of Bearings
NAD83 Grid Bearings
Distances reflect surface
measurements

Boundary survey on Three Parcels being 0.55 Acres of land, being part of Lot 7, all of Lots 8 and 9 and part of a now closed right of way of Block 44 of Lake View 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" = 20' Date: 07 June 2023 Print Number B - 461B

ORDINANCE NO. 2023-16

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS CLOSING, VACATING, AND ABANDONING THE REMAINING PORTION OF NORTH OAKWOOD AVENUE LYING BETWEEN BLOCKS 44 AND 45 OF THE LAKEWOOD ADDITION TO THE CITY OF BRECKENRIDGE; PROVIDING FOR CONVEYANCE OF SAID ABANDONED STREET PROPERTY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING 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 provide that a city may convey abandoned street or alley property to the adjacent property owners without complying with notice and bidding requirements;

WHEREAS, in 1971 and 1978, the City closed the majority of North Oakwood Avenue lying between Blocks 44 and 45 of the Lakewood Addition to the City of Breckenridge, Stephens County, Texas and conveyed the closed street property to adjacent property owners, but an eleven-foot-wide portion adjacent to Lot 9, Block 44 of said Lakewood Addition (the “Street Property”) was not closed;

WHEREAS, the City received a request to close, abandon and vacate the Street Property by Chester Bussell, the owner of the property abutting said Street Property;

WHEREAS, pursuant to Section 2-25 of the Breckenridge Code of Ordinances, the Planning and Zoning Commission considered this request on August 28, 2023 and has recommended that the City Commission of the City of Breckenridge (the “City Commission”) approve said request; and

WHEREAS, the City Commission has considered the recommendation of the Planning and Zoning Commission and 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, and conveyed to the adjacent property owners as hereinafter provided.

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. Street Abandoned. The following portion of North Oakwood Avenue in the Lakeview Addition to the City of Breckenridge is hereby closed, vacated, and abandoned:

Beginning at the Southwest corner of Lot 9, Block 44, Lakeview Addition to the City of Breckenridge, Stephens County, Texas, as shown by the map or plat now located in the Plat Cabinet in Slide 94B of the Plat Records of said Stephens County, Texas,

Thence West 11 feet;

Thence North to a point which is 11 feet west of the Northwest corner of Lot 9;

Thence East 11 feet to the Northwest corner of Lot 9;

Thence South along the West boundary of Lot 9 to the place of beginning.

SECTION 4. Fair Market Value. The City Commission finds that the street 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, and shall be construed to extend 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. Release of Easements. All public easements and rights-of-way on the Street Property are hereby released.

SECTION 7. Conveyance. The City Secretary is authorized and directed to prepare and record a copy of this Ordinance in the Real Property Records of Stephens County, Texas. The Mayor is hereby authorized and directed to convey by Deed Without Warranty, in "As Is" condition, all of the interest of the City in and to the Street Property, to the property owner abutting said Street Property.

SECTION 8. Savings/Repealing Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 9. Effective Date. This ordinance shall take effect upon its adoption.

DULY PASSED AND APPROVED by the City Commission of the City of Breckenridge, Texas, this the 5th day of September, 2023.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

DEED WITHOUT WARRANTY

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF STEPHENS §

That the CITY OF BRECKENRIDGE, TEXAS, a Texas home-rule municipality whose mailing address is 105 N. Rose Avenue, Breckenridge, Texas, 76424 (hereinafter "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid to Grantor by Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, and CONVEY to CHESTER BUSSELL, an individual whose mailing address is 1010 W. Elm Street, Breckenridge, Texas, 76424 (hereinafter "Grantee") the following property situated in Stephens County, Texas, to-wit (hereinafter, the "Property"):

Beginning at the Southwest corner of Lot 9, Block 44, Lakeview Addition to the City of Breckenridge, Stephens County, Texas, as shown by the map or plat now located in the Plat Cabinet in Slide 94B of the Plat Records of said Stephens County, Texas,

Thence West 11 feet;

Thence North to a point which is 11 feet west of the Northwest corner of Lot 9;

Thence East 11 feet to the Northwest corner of Lot 9;

Thence South along the West boundary of Lot 9 to the place of beginning.

THIS CONVEYANCE IS MADE SUBJECT TO all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor; other instruments, other than conveyances of the surface fee estate, that affect the property herein described; and taxes for the year 2023 and subsequent years, which Grantee shall be responsible for.

TO HAVE AND TO HOLD all of Grantor's rights, title, and interest in and to the Property and premises described above unto the said Grantee, its heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

It is specially agreed that Grantee has inspected the property and is aware of its condition and accepts the same "AS IS". Grantor makes no representations of warranties whatsoever.

CITY OF BRECKENRIDGE, TEXAS

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

STATE OF TEXAS §
COUNTY OF STEPHENS §

This instrument was acknowledged before me on the _____ day of September 2023, by Bob Sims, as Mayor of the City of Breckenridge, on behalf of said City.

Notary Public, State of Texas



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action on approving renewal agreement with New Source Broadband.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

In November 2020, Commissioners approved an agreement with New Source Broadband LLC to lease space on a water storage tank (Tower #1) for the installation of radio transmission antennae. As a rental for the lease, New Source agreed to pay a rental fee of \$400.00 each month. This fee was bartered in exchange for internet service provided to the following locations and speeds:

- City Hall
- Police Department
- Fire Department
- Water Wastewater
- Water Treatment Plant
- Top Shop
- Animal Control

The agreement with New Source expires on October 5, 2023. They have said that they would like to renew the contract and will be upgrading service modules to increase speed at each location.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Approve Agreement with New Source Broadband,

ANTENNA SITE LEASE AGREEMENT

WHEREAS, The City of Breckenridge is the owner of the water storage tank (“Tower #1”) located on The East Side near Dubois St. in Breckenridge, Stephens County, Texas; and

WHEREAS, New Source Broadband, LLC, a Texas limited liability company (hereinafter "LESSEE"), desires to lease space on Tower #1 for the installation of radio transmission antennae ("Leased Premises"); and

WHEREAS, The City of Breckenridge ("CITY") has agreed to lease antenna space on the Tower to LESSEE and LESSEE has agreed to lease said Leased Premises; and

WHEREAS, the parties desire to reduce their agreement to writing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS this lease contract ("LEASE") is entered into by and between the CITY and LESSEE as follows:

1. Grant of Lease. The CITY does hereby LEASE to LESSEE, and LESSEE leases from the CITY, sufficient space on Tower #1 with the right of limited ingress and egress to and from Tower #1. The antenna(s) covered by this LEASE necessarily include any required wiring and cables to properly and efficiently conduct the transmission and reception of such communication activities as may be desired by the parties. LESSEE shall never have access to inside Tower #1 or access to the public drinking water supply. The CITY shall provide access as may be required by any appropriate electric and telephone companies, or other contractors identified to the CITY by LESSEE, for the purposes of servicing LESSEE equipment. LESSEE shall not permit the Leased Premises to be used for any purpose other than communications utilizing the referenced Antenna(s), without written consent of the CITY. LESSEE shall be allowed to install, operate, maintain, replace and remove Antenna(s) as may from time to time be required. If any of the Antenna(s) become fixtures, they shall nevertheless be and remain the property of LESSEE, and LESSEE shall have the right to remove all or part of them upon the termination or expiration of this LEASE.

2. Lease Term. This LEASE is to begin on October 6, 2023 and will terminate on October 5, 2026. It may be renewed for two 3-year terms thereafter at the CITY’S option, if the CITY provides written notice to LESSEE that CITY wishes to renew at least six (6) months prior to the end of the then-current term.

3. Lease Payment. As rental for the leased premises, LESSEE shall pay to the CITY a monthly rental of Four Hundred Dollars (\$400.00), such amount to be paid by LESSEE to the CITY on or before the first business day of each month. Lessor will barter said payment in exchange for internet service provided by LESSEE as described in EXHIBIT “A”.

4. Access and Security. Lessee shall have the reasonable right of access to the facilities, twenty-four (24) hours per day, seven (7) days per week. If keys are issued to LESSEE to access facilities, these keys may not be copied. CITY reserves the right to change the locks from time to time and reissue keys to maintain security. LESSEE further understands it is desirable to limit

access to the facilities. The following people designated by LESSEE shall have the right to carry keys in this lease:

- Ross Franz – Telephone # (214) 404-8678
- Jason Witherspoon - Telephone # (940)521-0505

5. **Governmental Authorizations.** The CITY is responsible for obtaining and maintaining current any and all permits and other governmental authorizations required for the construction, modification, ownership, operation and use of Tower # 1 and for any antenna(s) and appurtenances of the CITY attached thereto. LESSEE is responsible for obtaining and maintaining current any and all permits and other governmental authorizations required for the construction, attachment, modification, and operation of their antenna(s).

6. **Physical Interference.** LESSEE shall not use the Leased Premises in any way which interferes with the use of the Leased Premises or other equipment or antenna(s) of the CITY. For example, the operation of LESSEE' antenna shall not create Electrical interference with or otherwise prevent the normal use of the CITY's SCADA equipment in, on or around Tower #1. Also, for example, the existence of LESSEE's antennas shall not disrupt the normal maintenance and painting of the Tower(s) by the CITY and its contractors. LESSEE shall not use, nor shall it permit their Lessee, licensees, employees, invitees or agents to use, any portion of the Leased Premises in any way that interferes with the Water Operations of the CITY. Similarly, the CITY shall not use, nor shall it permit its Lessee, licensees, employees, invitees or agents to use, any portion of the Leased Premises in any way that interferes with the communication operations of LESSEE without prior notice to LESSEE. Such interference shall be deemed a material breach by the interfering party, which shall, upon written notice from the other party, be responsible for terminating such interference. In the event any such interference does not cease within five (5) working days, the parties acknowledge that continuing interference may cause irreparable injury, and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this LEASE immediately upon written notice.

7. **Electronic Interference.** LESSEE agrees to install Antenna(s) of a type and frequency that will not cause interference to any equipment, current or future, of the CITY. LESSEE further agrees to exercise industry-standard safe climbing practices in the installation and maintenance of the antenna(s) In the event LESSEE' equipment causes such interference, even if resulting from operations in full compliance with any applicable Federal Communications Commission ("FCC") regulations, and after the CITY has notified LESSEE of such interference, LESSEE will eliminate the interference. In the event the interference cannot be corrected, LESSEE' interfering equipment will be required to be modified or moved from the Leased Premises to eliminate such interference. The parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph, and therefore, either party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction by injunction or other appropriate remedy. Either the CITY or LESSEE may in their discretion cause an interference analysis to be made by independent third party and require the party found to be interfering improperly to correct the interference or cease all operations, with the party causing the interference to pay for the costs of the analysis.

8. **Antenna(s).** LESSEE shall have the right, at their expense, to erect and maintain their

Antenna(s) on the Leased Premises and to replace and upgrade their Antenna(s) at any time during the term of this LEASE. This right of erection shall include ancillary control and equipment boxes in proximity to the Leased Premises so long as such ancillary facilities do not interfere with the CITY's equipment and its operations. LESSEE shall cause all construction undertaken on the Leased Premises to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna(s) shall remain the exclusive property of LESSEE, and LESSEE shall have the right to remove their Antenna(s) at any time during and upon termination of this LEASE.

9. **Electric Service.** It is expressly agreed and stipulated that LESSOR shall supply electric service to power LESSEE'S Antenna(s) and shall be responsible for all costs of installation and monthly service charges.

10. **Effects on CITY Improvements.** NO materials shall be used in the installation of LESSEE'S Antenna(s) that cause corrosion, rust, or deterioration of any of the CITY's improvements on the Leased Premises. LESSEE shall be responsible for ensuring that the Leased Premises are adequately protected from lightning. If lightning strikes LESSEE'S Antenna(s) or the Tower(s) in the immediate vicinity of said Antenna(s), LESSEE shall bear the cost of repairing the Antenna(s) and any associated equipment owned or placed on the Tower by the LESSEE.

11. **Termination.** Except as otherwise provided herein, this LEASE may be terminated, without any penalty or further liability as follows:

- a. Upon one hundred twenty (120) days written Notice from the CITY to LESSEE if LESSEE fails to cure a default for payment of amounts due under this LEASE within that one hundred twenty (120) day period;
- b. Upon one hundred twenty (120) days written notice by either party if the other party commits a non-monetary default and fails to cure or commence curing default within that one hundred twenty (120) day period, or such longer period as may be required to diligently complete a cure commenced within that one hundred twenty (120) day period;
- c. Upon one hundred twenty (120) days written notice from LESSEE to the CITY;
or
- d. Immediately upon written notice by LESSEE if the Tower(s), or LESSEE' S Antenna(s) are destroyed or damaged so that in LESSEE'S reasonable judgment LESSEE'S effective use of their Antenna(s) is substantially or adversely affected, in such event the rights and obligations of the parties relating to use and payment for the Leased Premises shall cease as of the date of the damage or destruction.

LESSEE shall remove all equipment and apparatus from the Leased Premises within thirty (30) days following termination or expiration of this LEASE. Any damage caused by the removal of said equipment will be the sole responsibility of LESSEE.

12. **Taxes.** LESSEE shall pay any personal property taxes assessed or any portion of such taxes directly attributable to their Antenna(s).

13. **Insurance.** LESSEE will provide Commercial General Liability Insurance Coverage in a minimum aggregate amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) and cause the CITY to be listed as an additional insured under the terms of said policy and provide a copy thereof to the CITY. LESSEE may satisfy this requirement by obtaining the appropriate endorsement to any master policy liability insurance LESSEE may maintain.

14. **Indemnity.** LESSEE SHALL INDEMNIFY, DEFEND AND HOLD THE CITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HARMLESS FROM AND AGAINST ANY AND ALL COSTS, LOSSES, LIABILITIES, DAMAGES, LAWSUITS, JUDGEMENTS, CLAIMS, ACTIONS, PENALTIES, FINES AND EXPENSES (INCLUDING WITHOUT LIMITATION, INTEREST, PENALTIES, REASONABLE ATTORNEYS' FEES AND ALL MONIES PAID IN THE INVESTIGATION, DEFENSE OR SETTLEMENT OF ANY OR ALL OF THE FOREGOING(("CLAIMS")), INCLUDING CLAIMS ASSERTED BY ANY PERSON OR ENTITY, INCLUDING LESSEE, THEIR AFFILIATES, SUBCONTRACTORS AND/OR AGENTS FOR PERSONAL OR BODILY INJURIES, DEATH OR DAMAGE TO PROPERTY ARISING FROM OR IN ANY MANNER GROWING OUT OF OR ATTRIBUTED TO ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF LESSEE, THEIR AFFILIATES, OR LESSEE' OR THEIR AFFILIATES' EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND/OR AGENTS RELATING (1) TO LESSEE' ACTIVITIES UNDER THIS AGREEMENT INCLUDING BUT NOT LIMITED TO LESSEE' OPERATIONS OR ANTENNA(S); OR (2) THE FAILURE OF LESSEE TO COMPLY WITH, OR ANY ACTUAL OR ALLEGED VIOLATION OF, ANY APPLICABLE LAW, STATUTE, ORDINANCE, GOVERNMENTAL ADMINISTRATIVE ORDER OR RULE. TO THE EXTENT ALLOWED BY LAW, THE CITY SHALL INDEMNIFY, DEFEND AND HOLD LESSEE AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HARMLESS FROM AND AGAINST ANY AND ALL COSTS, LOSSES, LIABILITIES, DAMAGES, LAWSUITS, JUDGMENTS, CLAIMS, ACTIONS, PENALTIES, FINES AND EXPENSES (INCLUDING WITHOUT LIMITATION, INTEREST, PENALTIES, REASONABLE ATTORNEY 'S FEES AND ALL MONIES PAID IN THE INVESTIGATION, DEFENSE OR SETTLEMENT OF ANY OR ALL OF THE FOREGOING), INCLUDING CLAIMS ASSERTED BY ANY PERSON OR ENTITY, INCLUDING CITY AND CITY'S SUBCONTRACTORS AND/OR AGENTS FOR PERSONAL OR BODILY INJURIES, DEATH OR DAMAGE TO PROPERTY ARISING FROM OR IN ANY MANNER GROWING OUT OF OUR ATTRIBUTED TO ANY WILLFUL OR NEGLIGENT ACTION OR OMISSION OF THE CITY, OR THE CITY'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND/OR AGENTS RELATING (1) TO THE CITY'S ACTIVITIES ON OR RELATING TO THE LEASED PREMISES, INCLUDING BUT NOT LIMITED TO (1) THE CITY'S OPERATIONS, EQUIPMENT, ANTENNA(S), OR CONNECTIONS: OR (2) THE FAILURE OF THE CITY TO COMPLY WITH, OR ANY ACTUAL OR ALLEGED VIOLATION OF ANY APPLICABLE LAW, STATUTE, ORDINANCE, GOVERNMENTAL ADMINISTRATIVE ORDER OR RULE.

Each Party shall give the other Party prompt notice of any claim for which indemnification is or will be sought under this Section and shall cooperate and assist the Indemnitor in the defense of the claim. The provisions of this section shall survive termination or expiration of this agreement.

15. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day deliver by a nationally recognized overnight carrier to the following addresses:

Lessee:

New Source Broadband 1 LLC
1110 State Highway 16 South
Graham, TX. 76450
(940) 521-0505

Lessor:

City of Breckenridge
105 North Rose
Breckenridge, TX 76424
(254) 246-1963

16. **Authorization to Execute/Quiet Enjoyment.** The CITY covenants and warrants to LESSEE that (i) the CITY has full right, power and authority to execute this LEASE; (ii) has good title to the antenna(s) location on the Tower(s) free and clear of any liens or mortgages, except those disclosed to LESSEE and which will not interfere with LESSEE'S rights to or use of the antenna(s) LOCATION ON THE Tower(s); and (iii) execution and performance of this LEASE will not violate any laws, ordinances, covenants, or the provisions of any mortgage, LEASE, or other agreement binding on the CITY. The CITY covenants that all times during the term of this LEASE, LESSEE'S quiet enjoyment of the Leased Premises as long as LESSEE is not in default beyond any applicable grace or cure period.

17. **Assignment.** LESSEE shall not have the right to assign or otherwise transfer this LEASE to any person or business entity without the prior written approval of the CITY which permission may be withheld for any reason. This LEASE shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

18. **Severability.** Nothing contained in this LEASE shall be construed to require commission of any act contrary to law, and wherever there is any conflict between any provisions of this LEASE and any law, such law shall prevail; provided however, that in such event, the affected provisions of this LEASE shall be modified to the minimum extent necessary to permit compliance with such law and all provisions of this LEASE shall continue in full force and effect. In the event that anyone or more of the provisions contained in this LEASE is for any reason held to be invalid, illegal, or enforceable, in any respect, that invalidity, illegality, or unenforceability will not affect any other provision, and the LEASE will be construed as if the invalid, illegal or unenforceable provision had never been contained in it.

19. **Entire Agreement.** This. LEASE constitutes the entire agreement and understanding the parties, and supersedes all prior offers, negotiations and other agreements, with respect to the subject matter and property covered by this LEASE.

20. **Texas Law.** This LEASE shall be construed in accordance with the laws of the State of Texas.

CITY OF BRECKENRIDGE

By; _____

Printed Name: _____

Title: _____

Date: _____

NEW SOURCE BROADBAND 1, LLC

By; _____

Printed Name: Ross Franz

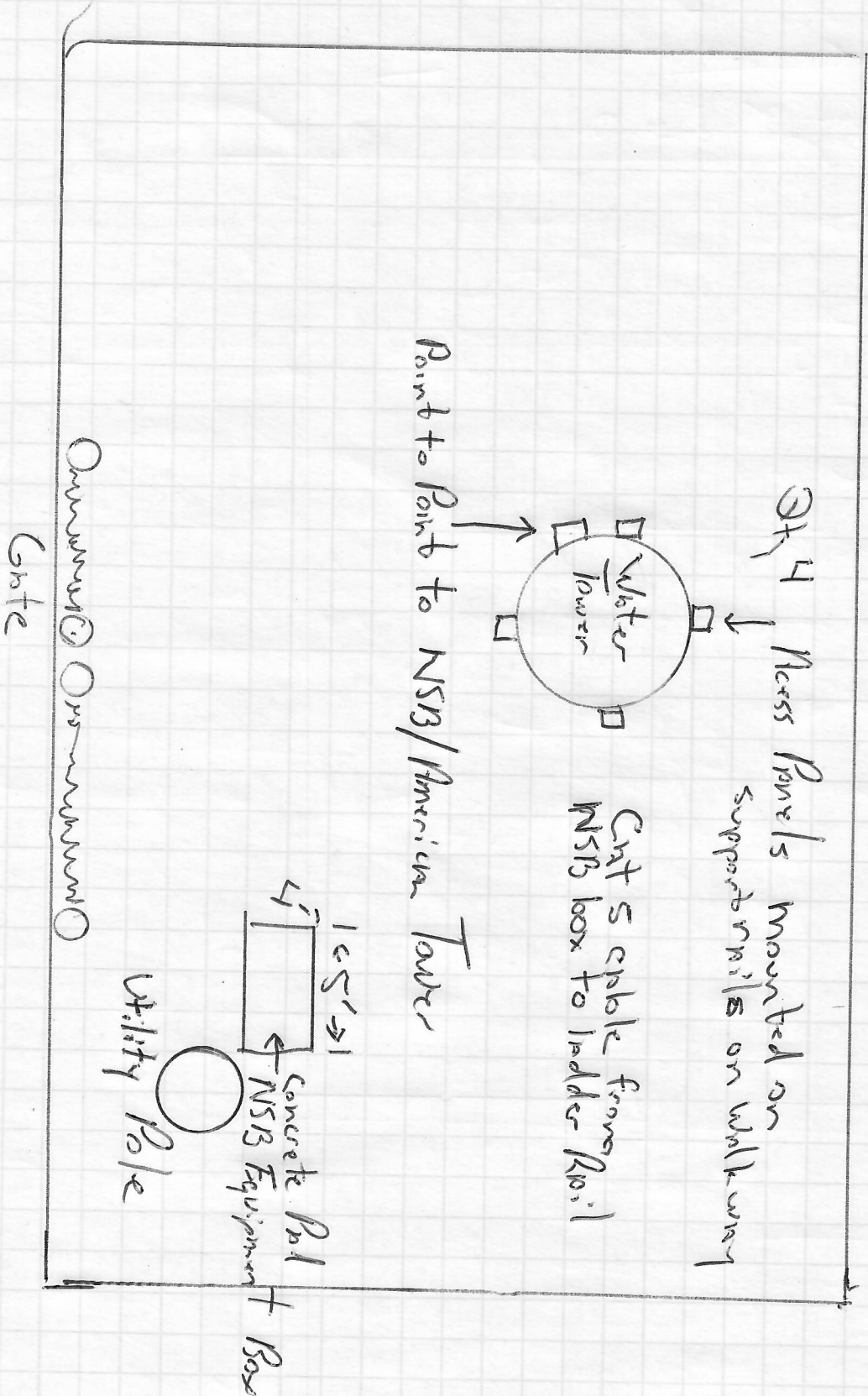
Title: _____

Date: _____

EXHIBIT A

Water Treatment Plant	510 US 183
City Hall	105 N. Rose Avenue
Fire Department	120 W. Elm St.
Police Department	210 E. Dyer St.
Water Waste Facility	1548 FM 287
Top Shop	601 N. Dubois St.
Animal Control	601 N. Dubois St.

Exhibit A





BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action for approval of BISD Pep Rallies and Food Trucks on City Streets

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The Breckenridge ISD is planning on holding their pep rallies on the east side of the Stephens County Courthouse on Elm (Oct. 6, 13, 27) and are coordinating with the Chamber and the Downtown businesses. They are looking at closing Court Street north of Walker to Elm and Elm Street from Court to Rose to also allow for food trucks during the event(s).

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of BISD request to hold Pep rallies and Food Trucks on city streets as described above.



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Ordinance 23-14 amending FY 2022-2023 official budget adopted by Ordinance 22-14

Department: Finance

Staff Contact: Cynthia Northrop

Title: City Manager

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. Most of the adjustments do not raise the bottom-line budget but are adjusted between line items. However, there are a few that do; most notably allocating funds from the ¼ cent tax fund dedicated to street improvements to cover the General Street Maintenance Contractor, Raydon, projects

The budget amendment includes the following:

GENERAL FUND 101:

DEPT 00 - REVENUES:		From	To	Adjust
4738	Ins Casualty Loss Buildings	3,924	49,166	45,242
4739	Ins Casualty Loss- Veh/Equip	56,189	56,714	525
DEPT 12 - CITY MANAGER:				
5905	Continuing Education	3,000	2,591	(409)
5906	Membership & Dues	1,500	1,909	409
DEPT 13 - CITY SECRETARY:				
5220	Longevity	0	30	30

5316	Election Supplies	5,000	2,200	(2,800)
5512	Election Fees	1,500	700	(800)
5326	M/F Fuel	1,000	400	(600)
5333	Minor Equip	500	300	(200)
5518	Vehicle Repair	500	100	(400)
5519	Equip Repair	500	100	(400)
5548	Benevolence	1,000	500	(500)
5800	Printing & Advertising	350	650	300
5801	Professional Publications	500	200	(300)
5802	Legal Notices	4,000	6,000	2,000
5905	Continuing Education	5,500	6,150	650
5906	Membership & Dues	1,000	350	(650)
5544	Contractual Services	10,000	13,670	3,670

DEPT 14 - PUBLIC WORKS DIRECTOR:

5105	Physicals Pre-Employment	0	125	125
5905	Continuing Education	3,000	2,875	(125)

DEPT 16 - DEVELOPMENT

5105	Regular Salaries	10,563	0	(10,563)
5205	Health Insurance	9,000	0	(9,000)
5210	Retirement	1,056	56	(1,000)
5215	S.S./Medicare	800	660	(140)

DEPT 18 - CITY OFFICES

5305	Office Supplies	11,000	11,750	750
5318	Coffee Room	2,650	2,150	(500)
5319	Janitor Supplies	1,400	1,200	(200)
5333	Minor Equip	2,000	500	(1,500)

5407	Equip Repair	400	100	(300)
5408	Building & Grounds Repair	2,000	1,000	(1,000)
5519	Equip Repair by Contract	1,000	200	(800)
5521	Building & Grounds by Contract	15,000	49,846	34,946
5544	Contractual Services	1,000	300	(700)
5700	Communications	8,500	12,100	3,600
5716	Natural Gas	3,500	4,350	850
7105	Rentals	7,500	9,200	1,700

DEPT 19 - CITY HALL:

5521	Building & Grounds by Contract	1,000	580	(420)
5547	Pest Control	550	300	(250)
5701	Electricity Old City Hall	7,500	8,170	670

DEPT 20 - POLICE

5105	Reg. Salary	678,150	672,021	(6,129)
5113	Cert. Pay	0	3,900	3,900
5319	Janitor Supplies	800	1,100	3,000
5326	M/V Fuel	38,000	29,660	(8,340)
5399	K-9 Expenses	1,200	1,300	100
5518	M/V Repair by Contract	11,800	15,800	4,000
5519	Equip. Repair by Contract	1,000	0	(1,000)
5512	Building & Grounds by Contract	500	610	110
5544	Contractual Services	15,500	17,000	1,500
5718	L.E.C. Utilities	45,000	47,330	2,330
5905	Continuing Education	8,000	9,000	1,000

DEPT 21 - ANIMAL WELFARE

5220	Longevity	0	34	34
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5333	Minor Equip	2,500	2,800	300
5408	Building & Ground Repair	3,000	1,500	(1,500)
5501	Physicals Pre-Employment	0	39	39
5518	M/V Repair by Contract	500	4,995	4,495
5521	Building & Grounds by Contract	7,500	6,377	(1,123)
5540	Uniforms & Clothing	500	600	100
5544	Contractual Services	1,500	200	(1,300)
5559	Vet Care	500	1,500	1,000
5701	Electricity	4,500	6,450	1,950

DEPT 24 - MUNICIPAL COURT:

5305	Office Supplies	1,000	1,600	600
5333	Minor Equip	200	100	(100)
5407	Equip Repair & Maint	200	100	(100)
5519	Equip Repair by Contract	500	100	(400)

DEPT 25 - FIRE

5110	Overtime	54,500	75,203	20,703
5305	Office Supplies	1,000	1,300	300
5322	Dorm Supplies	2,000	2,150	150
5326	M/V Fuel	15,000	11,000	(4,000)
5328	Equip Fuel	3,000	1,465	(1,535)
5333	Minor Equip	3,000	3,500	500
5401	Station & Dorm	1,000	1,150	150
5406	M/V Repair & Maint	1,500	3,000	1,500
5407	Equip Repair & Maint	3,000	4,450	1,450
5408	Building & Ground Repair	2,000	550	(1,450)
5501	Physicals Pre-Employment	300	0	(300)

5518	M/V Repair by Contract	16,700	14,700	(2,000)
5519	Equip Repair by Contract	2,500	6,200	3,700
5700	Communications	4,500	6,035	1,535
DEPT 31 - Aging Service:				
7608	Sis Clark Bldg	500	1,050	550
DEPT 32 - CEMETERY				
5312	Sand-Seed-Fertilizer	800	600	(200)
5319	Janitor Supplies	200	400	200
5408	Building & Grounds Repair	200	350	150
5544	Contractual Services	1,000	300	700
5700	Communications	800	900	100
5716	Natural Gas	2,000	2,450	450
DEPT 33 - PARKS:				
5317	Pool Concession	0	3,121	3,121
5400	Pool Repairs	30,000	18,879	(11,121)
5408	Building & Ground Repair	10,000	8,500	(1,500)
5501	Physicals Pre-Employment	100	250	150
5519	Equip. Repair by Contract	1,000	1,500	500
5521	Building & Grounds by Contract	50,200	54,000	3,800
5544	Contractual Services	3,000	3,600	600
5700	Communications	2,300	2,950	650
5702	Miller Park Electricity	13,000	15,300	2,300
5706	Ball Park Lights	12,000	13,500	1,500
DEPT 43 - STREET:				
5323	Personal Protection Equip	3,500	2,300	(1,200)
5519	Equip Repair by Contract	4,000	5,000	1,000

5521	Building & Grounds by Contract	0	200	200
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DEPT 44 - GARAGE & WAREHOUSE:

5333	Minor Equip	4,000	1,650	(2,350)
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5521	Building & Grounds by Contract	1,000	2,850	1,850
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5716	Natural Gas	4,000	4,500	500
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DEPT 90 - NON-DEPARTMENTAL:

5551	Stephens Co. Tax Collections	0	6,970	6,970
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5561	Ambulance Subsidy	101,700	104,400	2,700
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5564	Audit	28,000	22,850	(5,150)
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5565	Finance Advisor	26,400	21,000	(5,400)
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5567	Attorney	30,000	15,000	(15,000)
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5568	Legislate Services	4,000	2,000	(2,000)
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5571	Equip Floaters Ins.	5,000	4,500	(500)
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5572	Real Personal Prop.	44,000	43,800	(200)
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5573	M/V Fleet Ins.	22,000	20,300	(1,700)
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5574	Workers Comp-Liability	70,000	56,000	(14,000)
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5575	Public Officials Liab Ins	18,200	18,370	170
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5581	EBC/HRA	54,000	89,400	35,400
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5584	Contingency/SPL Proj	25,000	23,710	(1,290)
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7601	Unemployment Tax	0	467	467
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7615	Chap. 380 Agreement	17,000	16,533	(467)
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WATER FUND 102:**DEPT 70 - W/WW COLLECTIONS**

5310	Postage Water Bill	11,000	12,000	1,000
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5333	Minor Equip	2,000	982	(1,018)
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5802	Water Bills	1,800	1,818	18
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DEPT 71 METER READER:

5326	M/V Fuel	8,500	8,100	(400)
5329	Utility Repair Supplies	30,000	16,300	(13,700)
5700	Communications	0	400	400

DEPT 73 - WATER TREATMENT

5110	Overtime	12,500	42,500	30,000
5215	S.S./Medicare	13,142	15,567	2,425
5311	Chemicals	97,000	110,700	13,700
5319	Janitor Supplies	2,000	3,056	1,056
5328	Equip Fuel	2,000	1,925	(75)
5333	Minor Equip	5,000	3,944	(1,056)
5407	Equip Repair & Maint	15,000	13,675	(1,325)
5501	Physicals Pre-Employment	100	125	25
5513	Misc. Engineers	3,000	12,650	9,650
5515	Professional Services	38,000	20,000	(18,550)
5519	Equip Repair by Contract	8,000	15,250	7,250
5521	Building & Ground by Contract	500	550	50
5539	Sludge Disposal	6,000	0	(6,000)
5700	Communications	4,000	5000	1,000
5905	Cont. Education	2,000	1,000	(1,000)
7105	Rentals	1,200	7,750	6,550

DEPT 74 - WATER DIST.

5110	Overtime	48,000	21,000	(27,000)
5205	Health Insurance	36,000	33,000	(3,000)
5311	Chemicals	5,000	3,000	(2,000)
5323	Personal Protection Equip	1,800	1,300	(500)

5513	Misc. Engineers	0	2,000	2,000
5540	Uniforms & Clothing	1,000	1,500	500
5905	Continuing Education	3,000	2,500	(500)
5906	Membership & Dues	0	500	500
7215	Shop & Plant Equip Purchase	80,000	0	(80,000)

DEPT 90 - NON-DEPARTMENTAL:

5544	Contractual Services	16,500	18,000	1,500
7601	SUTA Services	2,000	500	(1,500)
9005	Transfer To Capital Imp	300,000	455,000	155,000

WASTEWATER FUND 103:**DEPT 76- SEWER COLLECTIONS:**

5311	Personal Protection Equip	12,000	17,800	5,800
5333	Minor Equip	10,000	15,524	3,000
5406	M/V Equip & Maint	4,500	3,900	(600)
5407	Equip Repair & Maint	5,000	5,600	600
5524	Lift Station Repair by Contract	40,000	31,200	(8,800)

DEPT 77 -W WT P:

5110	Overtime	8,000	6,800	(1,200)
5113	Certification Pay	0	1,200	1,200
5513	Misc. Engineers	9,040	15,540	6,500
5544	Contractual Services	30,000	21,700	(8,300)
5905	Continuing Education	2,000	2,200	200
7105	Rentals	2,000	2,300	300

DEPT 90 - NON-DEPARTMENTAL:

5581	EBC/HRA	1,000	2,300	1,300
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SANITATION FUND 104:

DEPT 42 - WASTE STATION

5333	Minor Equip	200	1,700	1,500
5532	Convenience Station Dumpster	2,000	3,700	1,700
5534	Roll-off Box Charges	80,000	90,900	10,900
5544	Contractual Services	20,000	5,490	(14,510)
5700	Communications	800	1,210	410

DEPT 90 - NON-DEPARTMENTAL:

9004	Transfer to Equip. Replacement	25,000	0	(25,000)
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GENERAL DEBT SERVICE 198:

7301	Bond Retirement	213,000	1,682,000	1,469,000
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EQUIPMENT REPLACEMENT FUND 111:**DEPT 00 - REVENUES:**

4911	Transfer From Sanitation	25,000	0	(25,000)
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DEPT 20 - POLICE

7115	Interest/L-P Equip	5,180	0	(5,180)
7125	Lease Purchase Equip	50,240	0	(50,240)

DEPT 43 - STREET:

7220	M/V Purchase	72,645	17,645	(55,000)
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STREET MAINTENANCE SALES TAX FUND 113:**DEPT 00 - REVENUES:**

4030	1/4% ST Maint Sales Tax	250,000	950,000	700,000
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DEPT 84-STREET MAINT. SALES TAX:

7231	ST Improv Purchase	0	700,000	700,000
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CAPITAL PROJECT FUND 197:**DEPT 00 - REVENUES:**

4909	Transfer from Water Fund	300,000	455,000	155,000
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4707	CO 2023 Loan Proceeds	0	8,641,984	8,641,984
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DEPT 43 - STREET:

7231	ST Improv Purchase	0	400,000	400,000
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DEPT 74 - WATER DIST.

7245	Meter Replacement Proj	0	155,000	155,000
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ORDINANCE NO. 23-14**BUDGET AMENDMENT****AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 OFFICIAL BUDGET,
ADOPTED BY ORDINANCE NO. 22-14**

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 22-14, adopting the Official Budget of the City; and

WHEREAS, the City Commission desires to amend Ordinance Number 22-14, 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. 22-14, is hereby amended by the City Commission as follows:

GENERAL FUND 101:

DEPT 00 - REVENUES:		From	To	Adjust
4738	Ins Casualty Loss Buildings	3,924	49,166	45,242
4739	Ins Casualty Loss- Veh/Equip	56,189	56,714	525
DEPT 12 - CITY MANAGER:				
5905	Continuing Education	3,000	2,591	(409)
5906	Membership & Dues	1,500	1,909	409
DEPT 13 - CITY SECRETARY:				
5220	Longevity	0	30	30
5316	Election Supplies	5,000	2,200	(2,800)
5512	Election Fees	1,500	700	(800)
5326	M/F Fuel	1,000	400	(600)
5333	Minor Equip	500	300	(200)
5518	Vehicle Repair	500	100	(400)
5519	Equip Repair	500	100	(400)

5548	Benevolence	1,000	500	(500)
5800	Printing & Advertising	350	650	300
5801	Professional Publications	500	200	(300)
5802	Legal Notices	4,000	6,000	2,000
5905	Continuing Education	5,500	6,150	650
5906	Membership & Dues	1,000	350	(650)
5544	Contractual Services	10,000	13,670	3,670

DEPT 14 - PUBLIC WORKS DIRECTOR:

5105	Physicals Pre-Employment	0	125	125
5905	Continuing Education	3,000	2,875	(125)

DEPT 16 - DEVELOPMENT

5105	Regular Salaries	10,563	0	(10,563)
5205	Health Insurance	9,000	0	(9,000)
5210	Retirement	1,056	56	(1,000)
5215	S.S./Medicare	800	660	(140)

DEPT 18 - CITY OFFICES

5305	Office Supplies	11,000	11,750	750
5318	Coffee Room	2,650	2,150	(500)
5319	Janitor Supplies	1,400	1,200	(200)
5333	Minor Equip	2,000	500	(1,500)
5407	Equip Repair	400	100	(300)
5408	Building & Grounds Repair	2,000	1,000	(1,000)
5519	Equip Repair by Contract	1,000	200	(800)
5521	Building & Grounds by Contract	15,000	49,846	34,946
5544	Contractual Services	1,000	300	(700)
5700	Communications	8,500	12,100	3,600
5716	Natural Gas	3,500	4,350	850
7105	Rentals	7,500	9,200	1,700

DEPT 19 - CITY HALL:

5521	Building & Grounds by Contract	1,000	580	(420)
5547	Pest Control	550	300	(250)
5701	Electricity Old City Hall	7,500	8,170	670

DEPT 20 - POLICE

5105	Reg. Salary	678,150	672,021	(6,129)
5113	Cert. Pay	0	3,900	3,900
5319	Janitor Supplies	800	1,100	3,000
5326	M/V Fuel	38,000	29,660	(8,340)
5399	K-9 Expenses	1,200	1,300	100
5518	M/V Repair by Contract	11,800	15,800	4,000
5519	Equip. Repair by Contract	1,000	0	(1,000)
5512	Building & Grounds by Contract	500	610	110
5544	Contractual Services	15,500	17,000	1,500
5718	L.E.C. Utilities	45,000	47,330	2,330
5905	Continuing Education	8,000	9,000	1,000

DEPT 21 - ANIMAL WELFARE

5220	Longevity	0	34	34
5333	Minor Equip	2,500	2,800	300
5408	Building & Ground Repair	3,000	1,500	(1,500)
5501	Physicals Pre-Employment	0	39	39
5518	M/V Repair by Contract	500	4,995	4,495
5521	Building & Grounds by Contract	7,500	6,377	(1,123)
5540	Uniforms & Clothing	500	600	100
5544	Contractual Services	1,500	200	(1,300)
5559	Vet Care	500	1,500	1,000
5701	Electricity	4,500	6,450	1,950

DEPT 24 - MUNICIPAL COURT:

5305	Office Supplies	1,000	1,600	600
5333	Minor Equip	200	100	(100)
5407	Equip Repair & Maint	200	100	(100)
5519	Equip Repair by Contract	500	100	(400)

DEPT 25 - FIRE

5110	Overtime	54,500	75,203	20,703
5305	Office Supplies	1,000	1,300	300
5322	Dorm Supplies	2,000	2,150	150
5326	M/V Fuel	15,000	11,000	(4,000)
5328	Equip Fuel	3,000	1,465	(1,535)
5333	Minor Equip	3,000	3,500	500
5401	Station & Dorm	1,000	1,150	150
5406	M/V Repair & Maint	1,500	3,000	1,500
5407	Equip Repair & Maint	3,000	4,450	1,450
5408	Building & Ground Repair	2,000	550	(1,450)
5501	Physicals Pre-Employment	300	0	(300)
5518	M/V Repair by Contract	16,700	14,700	(2,000)
5519	Equip Repair by Contract	2,500	6,200	3,700
5700	Communications	4,500	6,035	1,535

DEPT 31 - Aging Service:

7608	Sis Clark Bldg	500	1,050	550
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DEPT 32 - CEMETERY

5312	Sand-Seed-Fertilizer	800	600	(200)
5319	Janitor Supplies	200	400	200
5408	Building & Grounds Repair	200	350	150
5544	Contractual Services	1,000	300	700
5700	Communications	800	900	100
5716	Natural Gas	2,000	2,450	450

DEPT 33 - PARKS:

5317	Pool Concession	0	3,121	3,121
5400	Pool Repairs	30,000	18,879	(11,121)

5408	Building & Ground Repair	10,000	8,500	(1,500)
5501	Physicals Pre-Employment	100	250	150
5519	Equip. Repair by Contract	1,000	1,500	500
5521	Building & Grounds by Contract	50,200	54,000	3,800
5544	Contractual Services	3,000	3,600	600
5700	Communications	2,300	2,950	650
5702	Miller Park Electricity	13,000	15,300	2,300
5706	Ball Park Lights	12,000	13,500	1,500

DEPT 43 - STREET:

5323	Personal Protection Equip	3,500	2,300	(1,200)
5519	Equip Repair by Contract	4,000	5,000	1,000
5521	Building & Grounds by Contract	0	200	200

DEPT 44 - GARAGE & WAREHOUSE:

5333	Minor Equip	4,000	1,650	(2,350)
5521	Building & Grounds by Contract	1,000	2,850	1,850
5716	Natural Gas	4,000	4,500	500

DEPT 90 - NON-DEPARTMENTAL:

5551	Stephens Co. Tax Collections	0	6,970	6,970
5561	Ambulance Subsidy	101,700	104,400	2,700
5564	Audit	28,000	22,850	(5,150)
5565	Finance Advisor	26,400	21,000	(5,400)
5567	Attorney	30,000	15,000	(15,000)
5568	Legislate Services	4,000	2,000	(2,000)
5571	Equip Floaters Ins.	5,000	4,500	(500)
5572	Real Personal Prop.	44,000	43,800	(200)
5573	M/V Fleet Ins.	22,000	20,300	(1,700)
5574	Workers Comp-Liability	70,000	56,000	(14,000)
5575	Public Officials Liab Ins	18,200	18,370	170
5581	EBC/HRA	54,000	89,400	35,400
5584	Contingency/SPL Proj	25,000	23,710	(1,290)
7601	Unemployment Tax	0	467	467
7615	Chap. 380 Agreement	17,000	16,533	(467)

WATER FUND 102:**DEPT 70 - W/WW COLLECTIONS**

5310	Postage Water Bill	11,000	12,000	1,000
5333	Minor Equip	2,000	982	(1,018)
5802	Water Bills	1,800	1,818	18

DEPT 71 METER READER:

5326	M/V Fuel	8,500	8,100	(400)
5329	Utility Repair Supplies	30,000	16,300	(13,700)
5700	Communications	0	400	400

DEPT 73 - WATER TREATMENT

5110	Overtime	12,500	42,500	30,000
5215	S.S./Medicare	13,142	15,567	2,425
5311	Chemicals	97,000	110,700	13,700

5319	Janitor Supplies	2,000	3,056	1,056
5328	Equip Fuel	2,000	1,925	(75)
5333	Minor Equip	5,000	3,944	(1,056)
5407	Equip Repair & Maint	15,000	13,675	(1,325)
5501	Physicals Pre-Employment	100	125	25
5513	Misc. Engineers	3,000	12,650	9,650
5515	Professional Services	38,000	20,000	(18,550)
5519	Equip Repair by Contract	8,000	15,250	7,250
5521	Building & Ground by Contract	500	550	50
5539	Sludge Disposal	6,000	0	(6,000)
5700	Communications	4,000	5000	1,000
5905	Cont. Education	2,000	1,000	(1,000)
7105	Rentals	1,200	7,750	6,550

DEPT 74 - WATER DIST.

5110	Overtime	48,000	21,000	(27,000)
5205	Health Insurance	36,000	33,000	(3,000)
5311	Chemicals	5,000	3,000	(2,000)
5323	Personal Protection Equip	1,800	1,300	(500)
5513	Misc. Engineers	0	2,000	2,000
5540	Uniforms & Clothing	1,000	1,500	500
5905	Continuing Education	3,000	2,500	(500)
5906	Membership & Dues	0	500	500
7215	Shop & Plant Equip Purchase	80,000	0	(80,000)

DEPT 90 - NON-DEPARTMENTAL:

5544	Contractual Services	16,500	18,000	1,500
7601	SUTA Services	2,000	500	(1,500)
9005	Transfer To Capital Imp	300,000	455,000	155,000

WASTEWATER FUND 103:**DEPT 76- SEWER COLLECTIONS:**

5311	Personal Protection Equip	12,000	17,800	5,800
5333	Minor Equip	10,000	15,524	3,000
5406	M/V Equip & Maint	4,500	3,900	(600)
5407	Equip Repair & Maint	5,000	5,600	600
5524	Lift Station Repair by Contract	40,000	31,200	(8,800)

DEPT 77 -W WT P:

5110	Overtime	8,000	6,800	(1,200)
5113	Certification Pay	0	1,200	1,200
5513	Misc. Engineers	9,040	15,540	6,500
5544	Contractual Services	30,000	21,700	(8,300)
5905	Continuing Education	2,000	2,200	200
7105	Rentals	2,000	2,300	300

DEPT 90 - NON-DEPARTMENTAL:

5581	EBC/HRA	1,000	2,300	1,300
SANITATION FUND 104:				
DEPT 42 - WASTE STATION				
5333	Minor Equip	200	1,700	1,500
5532	Convenience Station Dumpster	2,000	3,700	1,700
5534	Roll-off Box Charges	80,000	90,900	10,900
5544	Contractual Services	20,000	5,490	(14,510)
5700	Communications	800	1,210	410
DEPT 90 - NON-DEPARTMENTAL:				
9004	Transfer to Equip. Replacement	25,000	0	(25,000)
GENERAL DEBT SERVICE 198:				
7301	Bond Retirement	213,000	1,682,000	1,469,000
EQUIPMENT REPLACEMENT FUND 111:				
DEPT 00 - REVENUES:				
4911	Transfer From Sanitation	25,000	0	(25,000)
DEPT 20 - POLICE				
7115	Interest/L-P Equip	5,180	0	(5,180)
7125	Lease Purchase Equip	50,240	0	(50,240)
DEPT 43 - STREET:				
7220	M/V Purchase	72,645	17,645	(55,000)
STREET MAINTENANCE SALES TAX FUND 113:				
DEPT 00 - REVENUES:				
4030	1/4% ST Maint Sales Tax	250,000	950,000	700,000
DEPT 84-STREET MAINT. SALES TAX:				
7231	ST Improv Purchase	0	700,000	700,000
CAPITAL PROJECT FUND 197:				
DEPT 00 - REVENUES:				
4909	Transfer from Water Fund	300,000	455,000	155,000
4707	CO 2023 Loan Proceeds	0	8,641,984	8,641,984
DEPT 43 - STREET:				
7231	ST Improv Purchase	0	400,000	400,000
DEPT 74 - WATER DIST.				
7245	Meter Replacement Proj	0	155,000	155,000

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 5th DAY OF SEPTEMBER 2023.

APPROVED:

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of Ordinance 2023 – 11 updating Schedule of Fees (Second Reading)

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The attached Ordinance that updates the Schedule of Fees includes (changes are in red):

- ✓ The Water/Wastewater Rate increases approved by Commissioners as a result of the Water/Wastewater Rate Study
- ✓ The Solid Waste rate increase according to the contract with Republic Services

Service	Current Rate	New Rate
1 - Poly Cart Res. Inside & Outside City Limits	\$16.25	\$16.74
2 - Poly Carts Res. Inside & Outside City Limits	\$24.35	\$25.11
3 - Poly Carts Res. Inside & Outside City Limits	\$32.50	\$33.48
1 - Poly Cart Comm. Inside at Res. Inside City Limits	\$16.25	\$16.74
Lock bar Installation	\$93.00	\$95.00

- ✓ Language providing for Bureau Veritas inspection fees (i.e., plan review, plumbing inspections, etc.) to be passed through to the builder.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Approve Resolution as presented

ORDINANCE NO. 2023-11

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS, REPEALING AND REPLACING ORDINANCE NOS. 2023-05 AND 2023-09; ESTABLISHING A GENERAL FEE SCHEDULE FOR THE CITY OF BRECKENRIDGE; INCLUDING REVISED RATES FOR CERTAIN PERMITS AND INSPECTIONS; INCREASING RATES FOR WATER, SEWER, AND SOLID WASTE SERVICES; PROVIDING AN OPEN MEETINGS CLAUSE; AND ESTABLISHING AN 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. 2023-05 adopted on April 11, 2023 and Ordinance No. 23-09 adopted on June 6, 2023 are 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 1, 2023

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) **Pool Party Rates (Sec. 3.20)**

- | | | |
|-----|--|----------|
| (1) | 2-hour (minimum) rental available on Saturdays only. Maximum 150 people. | \$250.00 |
| (2) | A \$50.00 deposit is required and refundable if the pool area is left clean. | |

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 the City shall be the City's actual cost in having the third-party perform the inspection or review.

- (A) Building Permits (Sec. 5-3):
- (1) New Construction: \$50.00 plus \$0.05 per square foot
 - (2) Remodel - Residential: \$50.00
 - (3) Remodel - Commercial: \$50.00 plus \$0.05 per square foot
 - (4) Sign, Fence, and Window: \$40.00
- (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
- (D) Permit to Move Building (Sec. 5-51): \$50.00
- (E) Plumbing Permits and Inspections (Sec. 5-60.1):
- (1) Residential: \$50.00
 - (2) Commercial: \$50.00 plus \$0.05 per square foot
 - (3) Re-inspection Fee: \$25.00 per trip
 - (4) Inspections outside of normal business hours: \$75.00
 - (5) Inspections - no fee is specifically indicated: \$20.00 per hour (1/2 hour minimum)
 - (6) Additional plan review required by changes, additions, or \$40.00 per hour (1/2 hour minimum)
- (F) Gas Permits and Inspections (Sec. 5-61.1):
- (1) Permit: \$50.00
 - (2) Re-inspection Fee: \$50.00 per trip
 - (3) Inspections outside of normal business hours: \$75.00
- (G) Mechanical Permits and Inspections (Sec. 5-100):
- *For installation of heating, ventilating, refrigeration, or air conditioning systems
- (1) Residential: \$50.00
 - (2) Commercial: \$50.00 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	\$ 16.74
T2 - RI	2 Poly Carts	\$ 25.11
T3 - RI	3 Poly Carts	\$ 33.48
T7 - RO	1 Poly Cart	\$ 16.74
T8 - RO	2 Poly Carts	\$ 25.11
T9 - RO	3 Poly Carts	\$ 33.48
T13-CI at RI rate	1 Poly Cart	\$ 16.74
T25	1 Poly Cart Delivery/Removal	\$28.00 per occur.
Lockbar Rental		\$13 per occur
Lockbar Installation		\$95.00 per occur.

(C) Convenience Station - Disposal Fee (Sec. 10-40):**CITY OF BRECKENRIDGE CONVENIENCE STATION RULES AND FEES TO BE CHARGED**Residents get **1 Free Dump (8' Bed P/U Rounded)** per month with Utility 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

RECYCLE BINS-CARDBOARD BOXES MUST BE BROKEN DOWN**SEPTIC DUMPING** \$0.05 PER GALLON**ITEMS NOT ACCEPTED**

APPLIANCES WITH FEON
 PAINT-PAINT THINNER
 CHEMICALS OF ANY KIND
 TIRES
 BATTERIES
 VEHICLE PARTS
 STONE OR CONCRETE
 CONSTRUCTION MATERIAL
 LUMBER MUST BE CUT INTO SHORT LENTHS 4' OR LESS
 PALLETS

BUSINESS HOURS: TUES-WED 1PM-5PM, THURS-SAT 9AM-5PM**VI. Chapter 13 - Occupational Licenses and Regulations**

(A)	<u>Permit Fee for Shows, Circuses, etc.</u> (Sec. 13-3):	\$50.00 per day
(B)	<u>Peddler License Fees</u> (Sec. 13-65):	
(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</u> (Article VI):	
(1)	Permit Fee:	\$1,000.00
(2)	Occupations Tax (per machine):	\$15.00

VII. Chapter 14 - Offenses and Miscellaneous Provisions

(A)	<u>Sport Shooting Range Application Fee</u> (Sec. 14-2):	\$25.00
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VIII. Chapter 16 - Cemetery

(A)	<u>Costs</u> (Sec. 16-10)		
(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)	<u>Permit for Network Nodes</u> (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:	\$235.00
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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:	\$440.00
(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
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be permitted on each account within a calendar year.

- (2) Payment Arrangements: At the discretion 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):

	<i>Inside City Limits</i>	<i>Outside City Limits</i>
(1) <i>Residential Single Family:</i>		
First 2,000 gallons (minimum):	\$42.72	\$65.43
Next 3,000 gallons, per thousand:	\$7.22	\$14.14
Next 5,000 gallons, per thousand:	\$7.68	\$15.04
Next 10,000 gallons, per thousand:	\$8.93	\$17.48
Over 20,000 gallons, per thousand:	\$10.24	\$20.06
(2) <i>Commercial and Apartments:</i>		
First 2,000 gallons (minimum):	\$53.19	\$86.37
Next 3,000 gallons, per thousand:	\$7.22	\$14.14
Next 5,000 gallons, per thousand:	\$7.68	\$15.04
Next 10,000 gallons, per thousand:	\$8.93	\$17.48
Over 20,000 gallons, per thousand:	\$10.24	\$20.06
(3)	Add \$5.57 or \$11.67 to the minimum charge for each additional family, apartment or house over two (2) allowed for \$53.19 or \$86.37 minimum that is connected to the same meter .	
(4) <i>Texas Department of Criminal Justice - Walker Sayle Unit:</i>		
per one thousand gallons:		\$8.60
(5) <i>High Mesa Water Company:</i>		
First 2,000 gallons (minimum):		\$45.50
2,001 gallons and over, per one thousand gallons:		\$6.00
(6) <i>Stephens Regional Special Utility District:</i>		
per one thousand gallons:		\$6.00
(7) <i>Plant Water:</i>		
treated per one thousand gallons:		\$25.00
raw per one thousand gallons:		\$18.00
(8) <i>Meter Access:</i>		
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) Delinquent Account Fees (Sec. 21-15):

(1) Late Payment Fee:	\$25.00
(2) Reconnection Fee:	
(a) During normal operating hours:	\$25.00
(b) After hours:	\$50.00

(H) Rereads (Sec. 21-16): \$10.00*

(I) Temporary Disconnection of Service (Sec. 21-17):

(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</u> (Sec. 21-19):		
(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>Sewer Service Charges</u> (Sec. 21-44):		
		<i>Inside City Limits</i>	<i>Outside City Limits</i>
(1)	<i>Residential Single Family:</i>		
	First 5,000 gallons (minimum):	\$51.80	\$90.00
	Over 5,000 gallons, per thousand:	\$4.68	\$9.00
	Maximum monthly charge:	\$102.70	\$171.81
(2)	<i>All other use:</i>		
	First 5,000 gallons (minimum):	\$56.48	\$99.00
	Over 5,000 gallons, per thousand:	\$6.24	\$12.00
2	Maximum monthly charge:	\$525.20	\$898.46
(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.		
(M)	<u>Reconnection Fee</u> (Sec. 21-44):		
(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.		
(N)	<u>Penalties for Violations relating to Grease Traps/Interceptors</u> (Sec. 21.93):		
(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</u> (Sec. 22-8):	
(1)	Mobile Home Permits:	\$75.00
(2)	Certificate of Occupancy (on commercial application):	\$75.00
(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.

- 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 August 1, 2023 at a regular meeting of the City Commission.

The above and foregoing ordinance was read and finally adopted upon second reading on September 5, 2023 at a regular meeting of the City Commission.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L