NOTICE OF THE CITY OF BRECKENRIDGE



REGULAR MEETING OF THE BRECKENRIDGE CITY COMMISSION

August 05, 2025 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 August 05, 2025 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

American Flag

OPEN FORUM

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

STAFF REPORT

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

Fire Chief

Employee of the Month-Ryan Jenkins

City Manager

2. City Business

TWDB Project updates

BISD East Elementary update

3. Upcoming Events

08/11 Citizens Academy-Session 8

08/14 Bulk Pickup

08/26 Special Meeting-Public Hearing on Tax Rate

09/01 City offices closed in observance of Labor Day

PUBLIC HEARING ITEMS

4. Hold a public hearing regarding the amendments to the uniform building codes addressed in Ordinance 2025-14.

CONSENT AGENDA

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

- 5. Consider approval of the July 1, 2025, regular commission meeting minutes as recorded.
- <u>6.</u> Consider approval of department head reports and monthly investment reports for June 2025.
- Consider approval of the agreement between the City of Breckenridge and the Breckenridge Library and Fine Arts Foundation.
- 8. Consider approval of the second reading of Resolution 2025-20 approving BEDC Board recommendation for incentive to Fielden Aero.
- Discussion and any necessary action regarding approval of Resolution 2025-21 BISD Homecoming Parade.

ACTION ITEMS

- 10. Discussion and any necessary action regarding Ordinance 2025-14 amending Section 5-1 and Section 9-8 of the Breckenridge Code of Ordinances to adopt local amendments to uniform codes regarding address identification.
- <u>11.</u> Consider approval of Interlocal agreement with Young County, Texas for the purpose of funding a bond supervision officer.
- <u>12.</u> Discussion and any necessary action regarding awarding a construction contract related to Phase III 2025 Street Improvements.
- 13. Discussion and any necessary action regarding approval of Resolution 2025-22 accepting the 2025 Certified Appraisal roll.
- <u>14.</u> Discussion and any necessary action regarding FY 2025-2026 Budget.
- <u>15.</u> Discussion and any necessary action to schedule August 26, 2025, for Public Hearing on the proposed tax rate, discuss tax rate, NNR, and Voter Approval Rate, De Minimus Rate and take a record vote.

<u>16.</u> Discussion and any necessary action regarding setting a Public Hearing to consider FY 2025/2026 proposed budget on September 2, 2025.

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

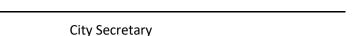
Discussion under this section must be limited to whether or not the Commission wishes to include a potential item on a future agenda.

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 **30th day of July 2025.**





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 COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of the July 1, 2025, 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 July 1, 2025.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of minutes as presented.



REGULAR MEETING OF THE BRECKENRIDGE CITY COMMISSION

Tuesday, July 1, 2025, at 5:30 PM
Breckenridge City Offices Commission Chambers
105 North Rose Avenue
Breckenridge, Texas 76424

MINUTES

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

PRESENT

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

CITY MANAGER
CITY SECRETARY
POLICE CHIEF
CODE ENFORCEMENT OFFICER
FIRE CHIEF
PUBLIC SERVICES DIRECTOR

CALL TO ORDER

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

Invocation

PLEDGE OF ALLEGIANCE

OPEN FORUM

Cecil Ramsaier-10883 FM 1852, Ranger TX

No Action Taken

STAFF REPORT

City Manager

BOB SIMS

BLAKE HAMILTON

GREG AKERS

JUNIOR FERNANEDEZ PAUL HUNTINGTON JR.

CYNTHIA NORTHROP JESSICA SUTTER BLAKE JOHNSON J. POTTS

MALCOLM BUFKIN TAYLOR HARDY

1. City Business

Employee of the Month-Wesley Turner

Update on TWDB Project

2. Upcoming Events

07/04 City offices closed in observance of Independence Day

07/17 Bulk Pickup

Police Chief

3. Animal Control Officer introduction-Stephen Sharp

No Action Taken

CONSENT AGENDA.

- 4. Consider approval of the June 3, 2025, regular commission meeting minutes as recorded.
- 5. Consider approval of department head reports and monthly investment reports for May 2025.
- 6. Consider approval of the second reading of Resolution 2025-14, a two-year extension of Elite Submersible Pump (ESP) Lease agreement and performance agreement.
- 7. Consider approval of the second reading of Resolution 2025-15; BEDC recommended approval of R.E. Dye Retention Incentives.
- 8. Consider approval of the second reading of Resolution 2025-16, TSTC CNC Fall Semester Training Program.
- 9. Consider approval of Resolution 2025-17 City of Breckenridge Investment Policy.

Commissioner Hamilton made a motion to approve consent agenda items 4-9 as presented. Mayor Pro Tem Akers seconded the motion. The motion passed 5-0.

ACTION ITEMS

 Discussion and any necessary action regarding approval of Resolution 2025-18 authorizing the submission of an application to the Texas Parks and Wildlife for the 2026 Local Park Grant.

City Manager Northrop explained that the city is in the process of applying for a grant from Texas Parks and Wildlife for a splash pad. This resolution authorizes the submission of the grant application.

Commissioner Huntington made a motion to approve Resolution 2025-18 as presented. Commissioner Hamilton seconded the motion. The motion passed 5-0.

11. Discussion and any necessary action regarding Street Improvement Phase 2 final project acceptance and release of retainage contingent upon receipt of all required closeout documents.

City Manager Northrop explained that the Street Improvement Phase 2 is completed and ready for final acceptance, closeout and release of retainage. This is contingent upon the receipt of all required closeout documents and completion of punch list items.

Commissioner Hamilton made a motion to approve the final acceptance of Street Improvement Phase 2, closeout documents, and release retainage contingent upon completion of punch list items and authorize the City Manager to execute the documents. Commissioner Huntington seconded the motion the motion passed 5-0.

12. Discussion and any necessary action regarding approval of Ordinance 2025-12 updating the Schedule of Fees (Second Reading).

City Manager Northrop advised commissioners that this is the second reading of the fee schedule ordinance. The first reading was approved unanimously during the commissioner meeting on June 2, 2025. The fee schedule increase includes the updated trash rates in line with the recent Solid Waste Agreement made with Republic Services and increases permit rates. The annual impact of the increased fees was presented to be \$8,518.00.

Mayor Pro Tem Akers made a motion to not approve the final Ordinance 2025-12 as presented and to not approve the fees relating to Chapter 10 of the Code of Ordinances. Commissioner Fernandez seconded the motion. The motion did not pass with Commissioner Hamilton, Mayor Sims, and Commissioner Huntington voting Nay.

Commissioner Huntington made a motion to approve the fees relating to Chapter 10 of the Code in Ordinance 2025-12 on a second reading. The motion did not pass due to a lack of a second.

Commissioner Hamilton made a motion to approve Ordinance 2025-12 as presented. Commissioner Huntington seconded the motion. The motion passed 3-2 with Mayor Pro Tem Akers and Commissioner Fernandez voting Nay.

13. Discussion and any necessary action regarding approval of Ordinance 2025-13; Construction in violation of Codes.

City Manager Northrop explained that the city has had issues ensuring that people obtain permits. This ordinance will update Chapter 5, Buildings and Structures, and will double the permit fee for anyone not obtaining a permit prior to performing work.

Commissioner Huntington made a motion to approve Ordinance 2025-13 as presented. Commissioner Hamilton seconded the motion. The motion passed 5-0.

14. Discussion and any necessary action regarding approval of an updated Interlocal for Animal Control services with Stephens County.

City Manager Cynthia Northrop presented the updated Interlocal for Animal Control Services with Stephens County. The changes to the interlocal include a reduction from the previously agreed upon \$50,000 to \$30,000 as well as any euthanization for county dogs but will not include veterinary expenses.

Mayor Pro Tem Akers made a motion to approve the updated interlocal with Stephens County and authorize the City Manager to execute the documents. Commissioner Huntington seconded the motion. The motion passed 5-0.

15. Discussion and any necessary action regarding award of Bank Depository Bid Contract.

The city is required to bid the bank depository contract out every five years. This year the city advertised for bid submissions and only received one bid from Clear Fork Bank.

Mayor Pro Tem Akers made a motion to award the bank depository contract to Clear Fork Bank and authorize the City Manager to execute the agreement. Commissioner Fernandez seconded the motion. The motion passed 5-0.

16. Discussion and any necessary action regarding Resolution 2025-19 suspending the Oncor Rate Change.

City Manager Northrop explained that this resolution will allow for the steering committee to suspend the proposed Oncor rate change while they evaluate the filing and determine whether the filing complies with the law.

Commissioner Huntington made a motion to approve Resolution 2025-19 as presented. Mayor Pro Tem Akers seconded the motion. The motion passed 5-0.

WORKSHOP ITEMS

- 17. Presentation of 2025 Citizen Engagement Survey.
- 18. Presentation of the FY 2025-2026 Preliminary Budget.

City Manager Northrop presented the 2025 Citizen Engagement Survey and the 2025-2026 preliminary budget.

No action taken

EXECUTIVE SESSION

Mayor Sims convened the meeting into Executive Session at 7:36 p.m.

Real Property

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

19. Fire Station

Personnel Matters

§551.074: Personnel matters (to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee):

20. Public Works Director

Mayor Sims reconvened the meeting into Open Session at 9:00 p.m.

No action Taken

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

No requests.

ADJOURN

There being no	further business	. Mayor Sims	adiourned the	regular session	on at 9:01 p.m.
THE COUNTY HE	iditici basiiicss	, IVIA 9 OI SIIIIS	aajoai nea ene	I Chaidi SCSSIC	,,, at 2.0± p.,,,,

	Bob Sims, Mayor	
Jessica Sutter, City Secretary		



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of department head reports and monthly investment

reports for June 2025.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

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

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

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Consider approval of departmental reports and monthly investment reports for June 2025.



DEPARTMENTAL REPORTS

JUNE 2025

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

Finance Bank Statement Balances

	Account Name	Bala	nces as of June 2024	Ba	lances as of June 2	em 6.
1001	GENERAL FUND	\$	2,249,519.64	\$	2,447,616.70	
1013	ARSON FUND	\$	509.89	\$	509.89	•
1014	FEDERAL TAX & LOAN	\$	81.29	\$	81.72	2
1001	WATER FUND	\$	1,735,734.67	\$	1,939,742.03	3
1001	WASTEWATER FUND	\$	1,215,659.62	\$	1,401,637.63	3
1001	SANITATION	\$	26,102.10	\$	41,061.98	3
1001	FIRE DEPT. SPECIAL	\$	7,946.30	\$	6,936.88	3
1001	FORFEITED PROPERTY	\$	1,480.66	\$	1,484.44	1
1002	PAYROLL FUND	\$	33,191.49	\$	37,339.33	3
1001	EQUIP. REPLACEMENT FUND	\$	339,714.69	\$	280,164.20	
1001	STREET MAINTENANCE	\$	252,451.28	\$	495,283.02	2
1001	BRECKENRIDGE PARK FUND	\$	9,631.31	\$	8,624.08	3
1001	POLICE DEPT. SPECIAL	\$	13,640.04	\$	13,674.80)
1001	Excess Sales Tax Revenue	\$	17,666.58	\$	17,711.63	3
1001	Breck Trade Days	\$	39,500.79	\$	39,601.51	L
1051	CO 2017 A&B Sinking /Rd	\$	-	\$	-	
1001	Water Capital Projects	\$	-	\$	(110,693.27	7)
1001	Wastewater Capital Projects	\$	-	\$	164,314.28	3
1001	Capital Improvement Project	\$	193,441.03	\$	119,096.16	5
1058	GENERAL DEBT SERVICE FUND	\$	-	\$	-	
1001	General Debt Service Fund P/C	\$	370,145.08	\$	496,095.77	7
1001	REVENUE DEBT SERVICE FUND	\$	144,894.09	\$	151,607.53	3
1025	Rescue Boat Donation	\$	1,816.43	\$	1,820.97	7
1073	CWSRF LF1001492	\$	3.02	\$	4.04	1
1076	CWSRF LF1001492 ESCROW	\$	1,212,126.34	\$	1,133,865.07	7
1056	CWSRF CO 2022A L1001491	\$	1.00	\$	1.00)
1074	CWSRF CO 2022A L1001491 ESCROW	\$	974,488.02	\$	1,015,861.36	5
1072	CWSRF CO 2022A L1001426	\$	1.00	\$	1.00)
1075	CWSRF CO 2022A L1001426 ESCROW	\$	2,063,856.69	\$	2,151,480.95	5
1071	DWSRF LF1001495	\$	2.10	\$	4.27	
1079	DWSRF LF1001495 ESCROW	\$	1,310,693.59	\$	1,184,715.82	2
1070	DWSRF CO 2022B L1001493	\$	1.00	\$	1.00	
1078	DWSRF CO 2022B L1001493 ESCROW	\$	1,406,440.19	\$	1,466,152.88	3
1057	DWSRF CO 2022B L1001494	\$	1.00	\$	1.00	
1077	DWSRF CO 2022B L1001494 ESCROW	\$	985,851.25	\$	1,027,707.20	
1010	LOGIC CO 2023	\$	7,902,358.81	\$	4,484,598.65	12
	TOTAL - ALL FUNDS	\$	22,508,950.99	\$	20,018,105.52	

Fiscal Year Sales Tax Revenue Received

MONTH RECEIVED	2019-2020	;	2020-2021		2021-2022	;	2022-2023	20	23-2024	202	4-2025
OCT	\$ 142,235.00	65	138,040.00	\$	157,493.00	\$	180,530.00	\$	182,914.00	\$	176,173.38
NOV	\$ 122,415.00	69	176,091.00	\$	213,510.00	\$	230,739.00	\$	214,002.00	\$	205,342.24
DEC	\$ 149,000.00	\$	138,215.00	\$	167,667.00	\$	169,037.00	\$	158,898.22	\$	186,724.15
JAN	\$ 132,144.00	\$	142,770.00	\$	195,423.00	\$	203,137.00	\$	188,303.00	\$	175,492.04
FEB	\$ 175,232.00	\$	204,822.00	\$	222,525.00	\$	228,165.00	\$	214,081.01	\$	256,722.47
MARCH	\$ 127,285.00	\$	149,849.00	\$	150,395.00	\$	166,133.00	\$	161,140.16	\$	163,877.32
APRIL	\$ 121,607.00	\$	119,118.00	\$	138,407.00	\$	175,455.75	\$	169,163.00	\$	157,154.10
MAY	\$ 168,693.00	\$	210,823.00	\$	222,804.00	\$	210,071.22	\$	213,927.83	\$	215,254.59
JUNE	\$ 158,145.00	\$	157,037.00	\$	185,695.00	\$	175,128.00	\$	185,557.61	\$	184,180.99
JULY	\$ 167,474.00	\$	160,631.00	\$	187,757.00	\$	185,736.00	\$	184,363.32	\$	205,052.41
AUG	\$ 183,855.00	\$	196,582.00	\$	215,658.00	\$	206,710.00	\$	203,593.65		
SEPT	\$ 141,151.17	\$	158,558.00	\$	172,552.00	\$	177,704.47	\$	188,524.22		
TOTAL	\$ 1,789,236.17	\$ 1	1,952,536.00	\$ 2	2,229,886.00	\$ 2	2,308,546.44	\$:	2,264,468.02	\$	1,925,973.69



SECURITIES PLEDGED

The following shows the calculation of deposit coverage for the deposits of The City of Breckenridge held in Clear Fork Bank on:

June 25, 2025

June 25, 2025

and securities pledged as of: Clear Fork Bank on: June 25, 2025 Checking account balances: 7,665,389.24 CD balances: Total on deposit: 7,665,389.24 FDIC Insurance coverage: Checking account balances: 250,000.00 CD balances: 250,000.00 Total Deposit balance 7,415,389.24 less FDIC coverage: Securities pledged at market value: 7,860,840.23 Excess securities pledged: 445,450.99

2023 CO BOND

BOND AMOUNT

•\$8,641,984.74

BANK TRANSFERS

•\$4,851,243.00

TOTAL
INTEREST
EARNED

•\$693,316.90

CURRENT BALANCE

•\$4,484,058.64

Item 6.

2023 CO BOND-LOGIC PROJECT EXPENDITURES

STREETS

\$3,828,657.95

PARK IMPROVEMENT

\$742,833.17

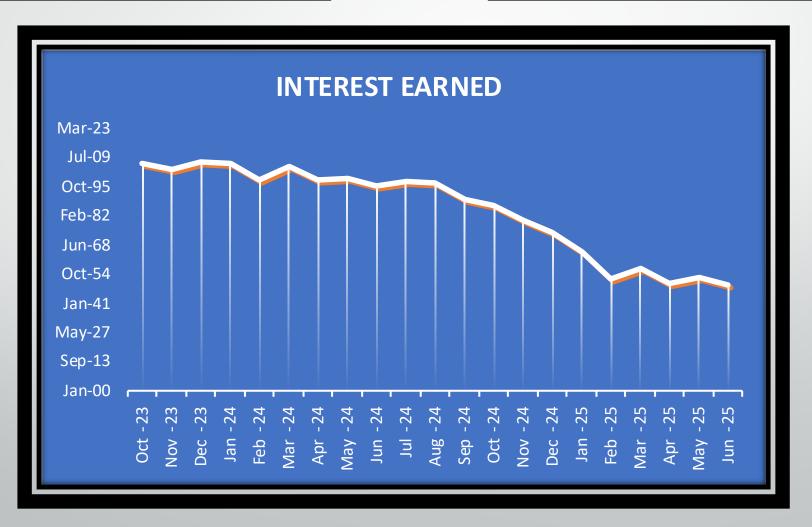
FACILITIES IMPROVEMENT

\$279,118.76

2023 CO BOND-LOGIC INTEREST FARNED

JUNE 2025: \$18,272.12

TOTAL: \$693,316.90

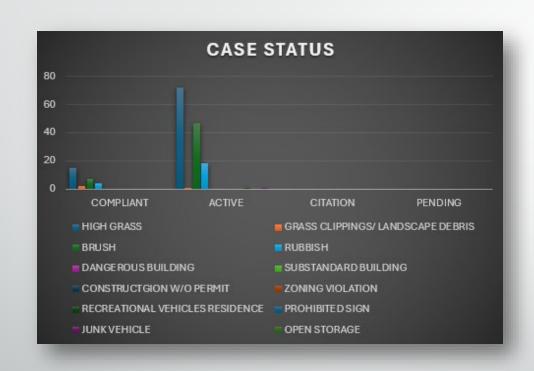


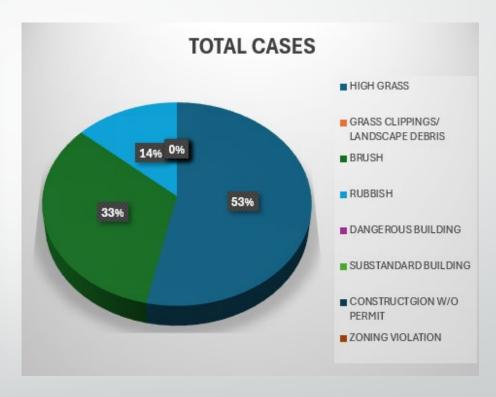
Item 6.

BUILDING & DEVELOPMENT

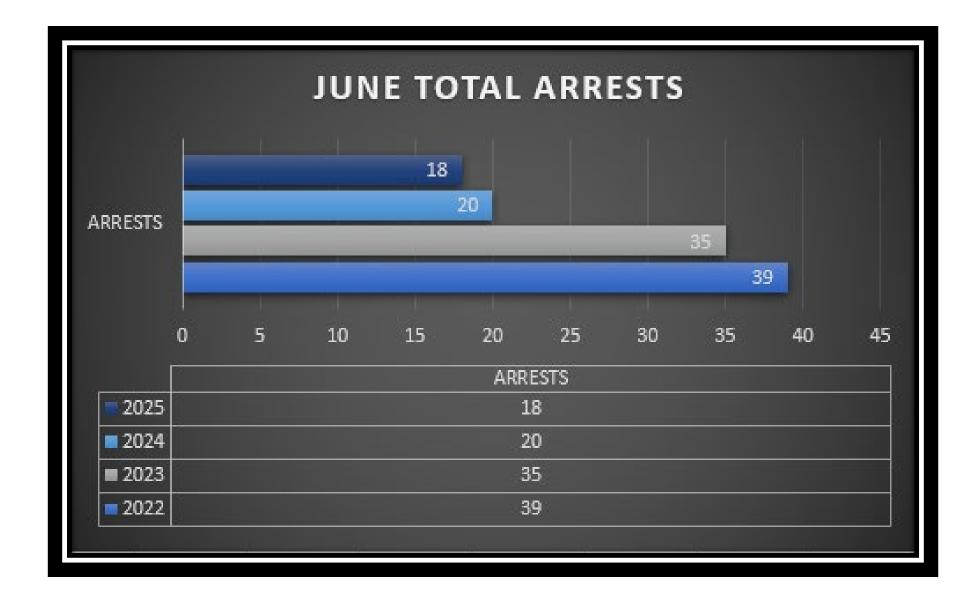
JUN	JUNE 2025		
Permits Issued:			
Building	3	32	
Roof	1	9	
Fence, windows, siding, etc.	0	5	
Sign	1	5	
Mobile home	1	10	
Certificate of Occupancy	1	5	
Electrical	5	62	
Plumbing	3	27	
Gas line	2	24	
Irrigation	0	1	
HVAC	2	16	
Moving	0	0	
Demolition	0	0	
P&Z	0	1	
Variance	0	1	
Prelim/final plat/replat	0	3 replats	
Solicitor/vendor	2	3	
Beer/wine/liquor license	2	13	
Gaming machine license	0	4	
Food Mobile Unit	1	15	
Fire alarm	0	2	
Fire sprinkler	0	1	

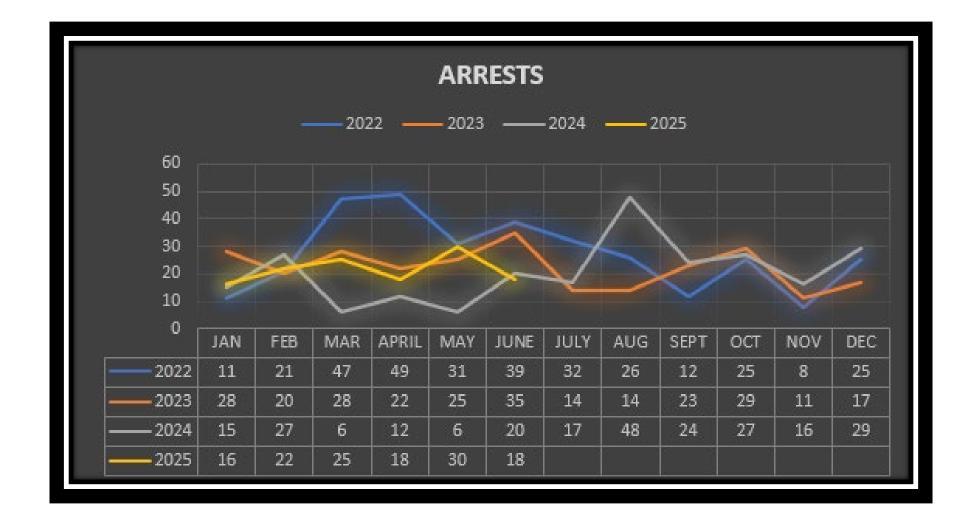
CODE ENFORCEMENT JUNE 2025 CASES: 172



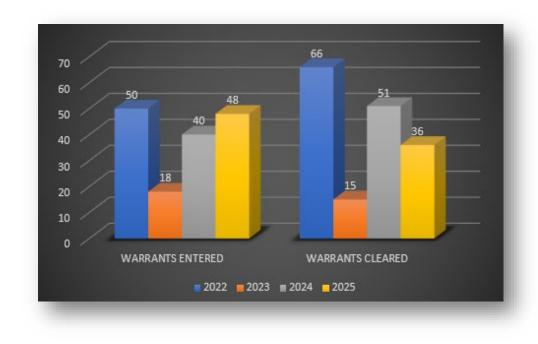


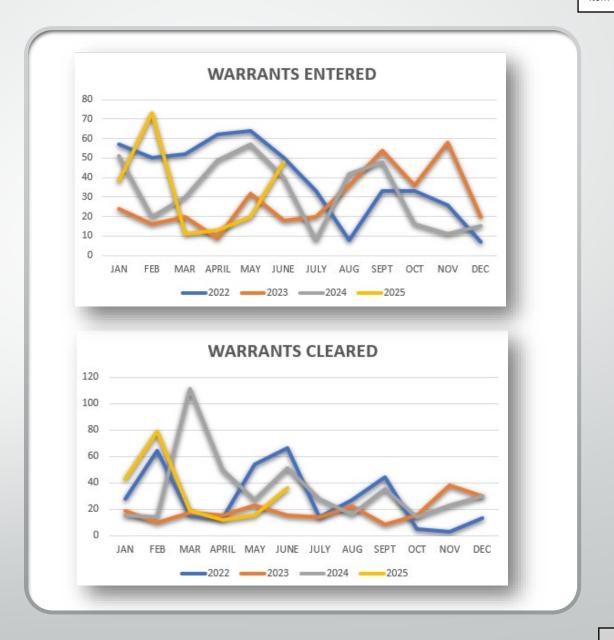




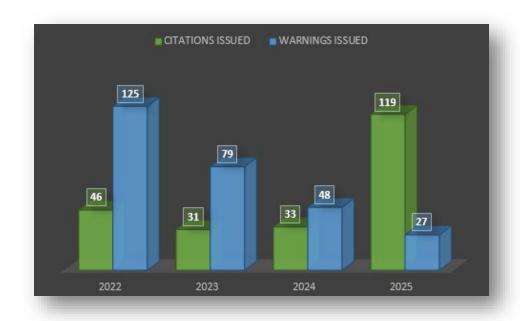


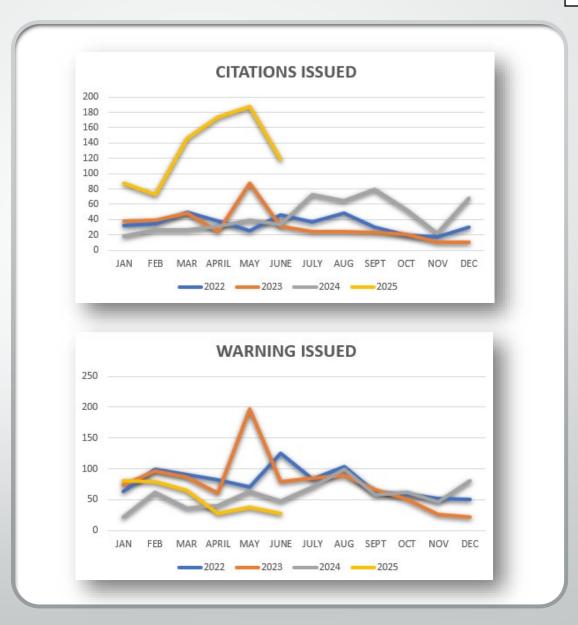
JUNE WARRANTS





JUNE CITATIONS & WARNINGS





CALL TYPE		
	CITY	COUNTY
AGGRESSIVE	3	
BITE	2	
CARCASS	46	
INJURED/SICK	1	
RETURNED TO OWNER IN FIELD	0	
RUNNING AT LARGE	24	
NUISANCE/COMPLAINT		
WELFARE CHECK	38	
OTHER	79	
TOTAL	193	0

JUNE ANIMAL CONTROL

TOTAL CALLS: 193

JUNE ANIMAL CONTROL

SHELTER INTAKE						
	CITY	COUNTY				
STRAY/RUNNING AT LARGE	13					
SEIZED BY LAW	5					
OWNER SURRENDER						
RABIES QUARANTINE OBSERVATION	2					
TOTAL	20	0				

RABIES QUARANTINE OBSERVATION						
	CITY	COUNTY				
HOME QUARNTINE	1					
SHELTER QUARANTINE	2					
TOTAL	3	0				

TOTAL IN SHELTER AT END OF MONTH					
CITY	13				
COUNTY	1				
CITY QUARANTINE					
COUNTY QUARANTINE					
TOTAL	14				

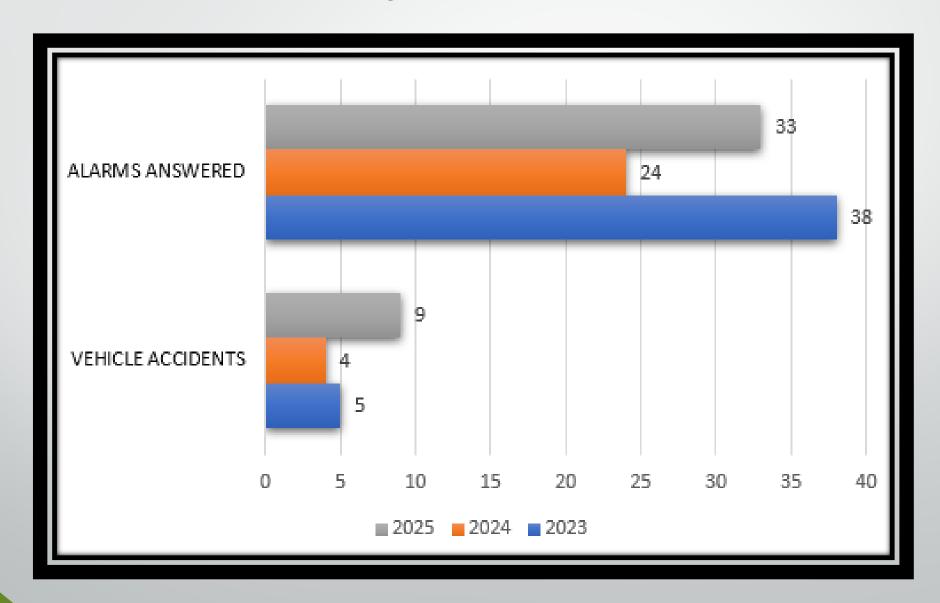
LEFT THE SHELTER						
	CITY	COUNTY				
ADOPTED FROM SHELTER	3					
RECLAIMED BY OWNER	2	1				
RETURNED AFTER QUARANTINE	2	1				
TRANSFERRED TO RESCUE PARTNER	10					
TOTAL	17	2				

HUMANE EUTHANASIA						
	CITY	COUNTY				
BEHAVIORAL	8					
MEDICAL	1					
OWNER SURRENDER	2					
TOTAL	11	0				

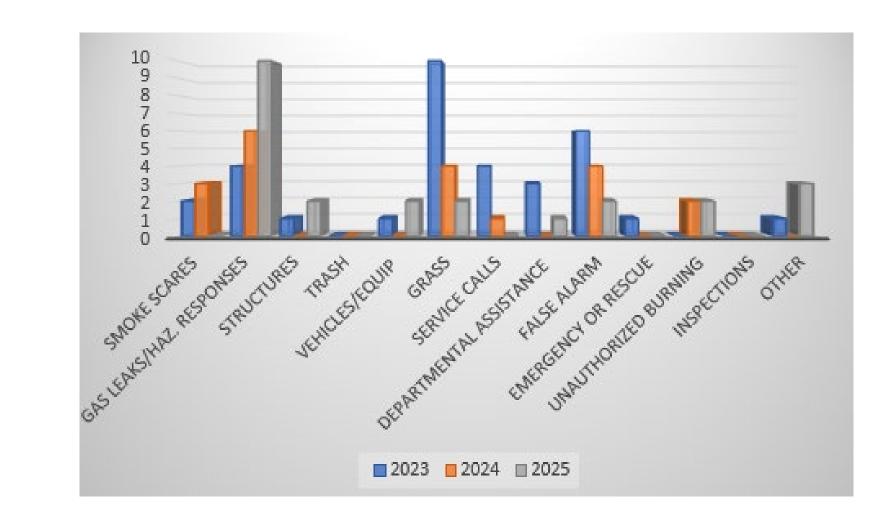
CITATIONS ISSUED	59
WARNING ISSUED	6
CASES IN MUNICIPAL COURT	5

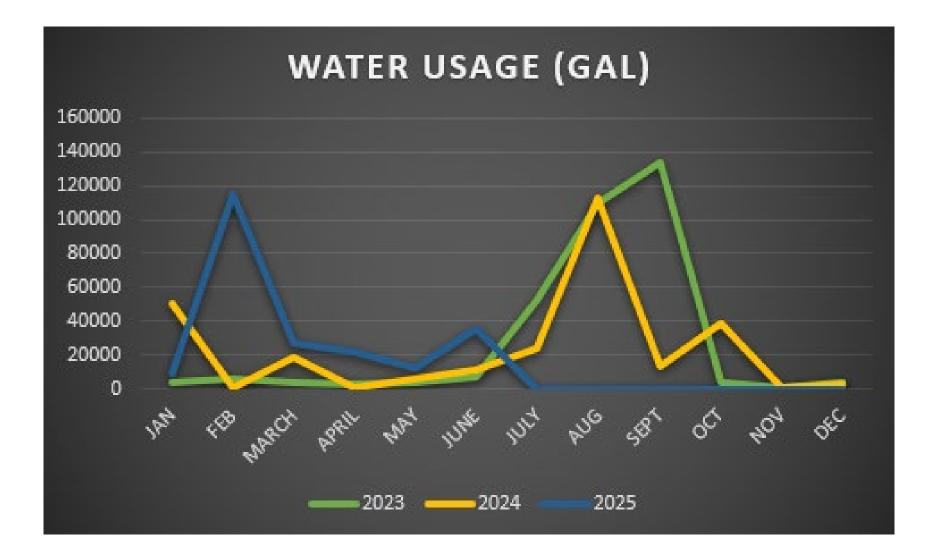


JUNE 2025

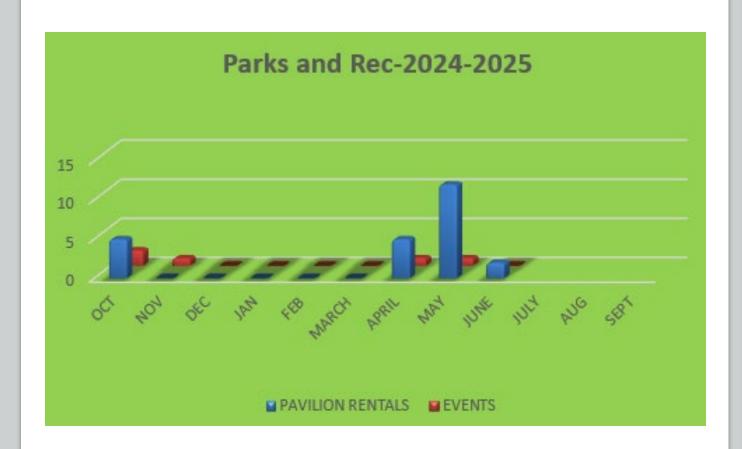


JUNE CALLS FOR SERVICE









New Public Works Director-Taylor Hardy

2 pavilion rentals

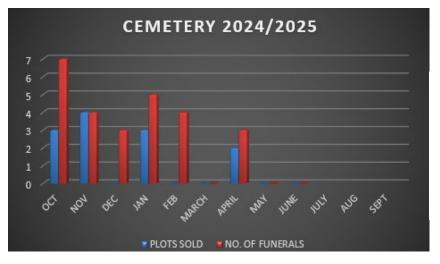
Maintaining parks

4 events at the volleyball court

Pool rentals are fully booked

Pool attendance is greater than the previous season

Working on grant for splashpad



No funerals

No spaces sold

Continued maintenance

Added PT groundskeeper for the season

CEMETERY

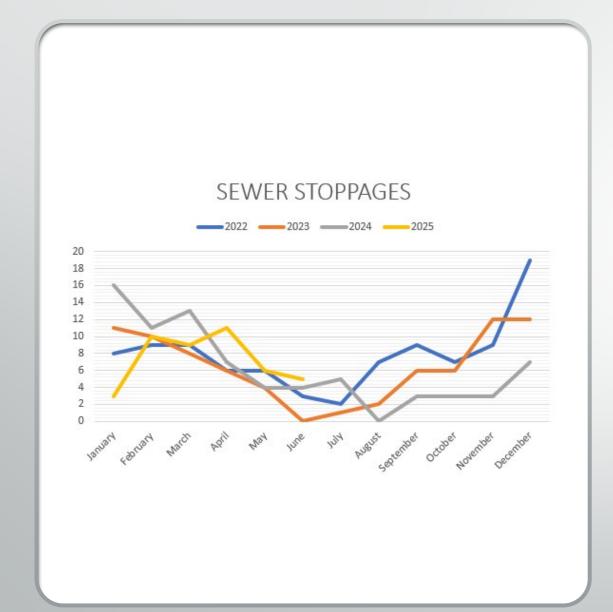
PUBLIC

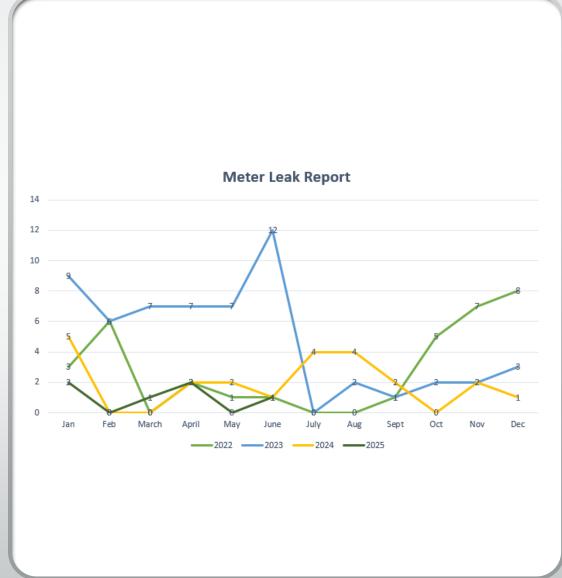




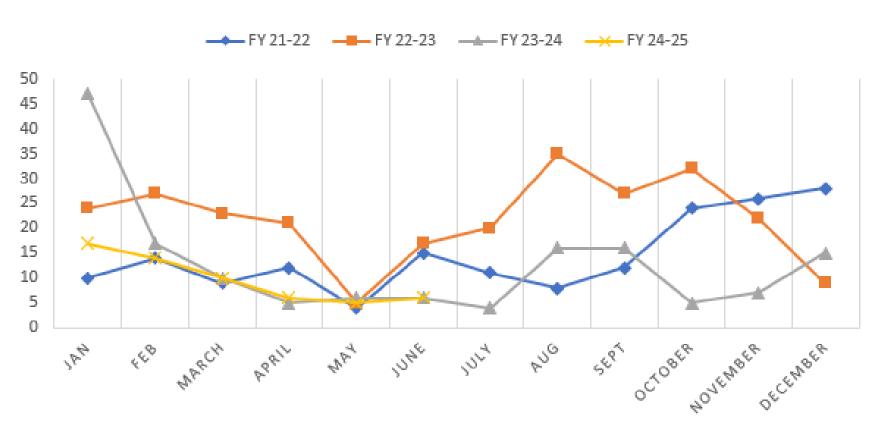


WORKS





WATER LEAKS





BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of the agreement between the City of Breckenridge

and the Breckenridge Library and Fine Arts Foundation

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

This is the Agreement for the Breckenridge Library and Fine Arts Foundation for the period of October 1, 2025, through September 30, 2026. There is no change in this agreement from previous agreements, except for the dates. The city agrees to fund the Breckenridge Fine Arts Center in the amount of \$16,100.00 annually as well as fund the Breckenridge Library in the amount of \$13,900.00 annually.

FINANCIAL IMPACT:

Total annual impact \$30,000.00

STAFF RECOMMENDATION:

Consider approval of the agreement as presented.

Breckenridge Library and Fine Arts Foundation

President
David L. Clark
Vice-President
Barrett D. Clark

Post Office Box 752 Breckenridge, Texas 76424 254-559-2246 FAX 254-559-8553

Secretary-Treasurer Rena Goldsmith

July 21, 2025

Mr. Bob Sims Mayor, City of Breckenridge Ms. Cynthia Northrup, City Manager 105 N. Rose Breckenridge, TX 76424

Re: Contractual Agreement between the City of Breckenridge and the Breckenridge Library & Fine Arts Foundation

Dear Bob & Cynthia:

Please find enclosed for yours, and the commissioners review and consideration a proposed Contractual Agreement between the City of Breckenridge and the Breckenridge Library and Fine Arts Foundation for the period beginning October 1, 2025 thru September 30, 2026. Nothing was changed from the previous Agreement, except for the dates.

We appreciate all that you guys have done for the Library and the Fine Art Center through the past years. I would think that the citizens of Breckenridge appreciate your helping to provide these fine facilities that are used by so many each year. Many hours of time and treasure by the Foundation and many volunteers are donated to help provide these facilities. Without the city's financial support, the employees of both the Library and FAC and the many non-paid volunteers, it will be very difficult to continue to provide these wonderful facilities each year for the citizens of Breckenridge and Stephens County.

Thank you so much for your help, and if acceptable, please return one executed copy to me in the enclosed return envelope or please give me a call at 254-559-2246, Ext 1 and I'll be glad to drop by your office to pick up the BLFAF's copy. If you have any questions or need to discuss, please give me a call.

Sincerely yours,

David L. Clark

CONTRACTUAL AGREEMENT

The City of Breckenridge, a municipality in Stephens County, Texas, hereinafter referred to as "City" hereby contracts with the Breckenridge Library and Fine Arts Foundation, a private corporation, of Breckenridge, Stephens County, Texas, hereinafter referred to as "Foundation" for the provision of services and facilities relating to a complex located at 207 and 209 North Breckenridge Avenue, Breckenridge, Texas, hereinafter referred to as "Complex", subject to the following considerations, covenants, agreements, and conditions:

1. Term:

The term of this contractual agreement shall be for a period of one (1) year, beginning on October 1, 2025 thru September 30, 2026. This contractual agreement expires without notification on September 30, 2026.

2. Termination:

This contractual agreement may be terminated by the city or the Foundation, in whole, or from time to time, in part, whenever such termination is in the best interest of the City or Foundation. Termination will be effective thirty (30) days after delivery of written notice of termination by either party.

3. <u>Foundation Responsibilities:</u>

- A. Foundation agrees to operate a Breckenridge Library and a Breckenridge Fine Arts facility within this complex.
- B. Foundation agrees to maintain a public auditorium within this complex.
- C. Foundation agrees to use of the Breckenridge Library, Breckenridge Fine Arts Facility, and the designated public meeting area within the facility, by the City of Breckenridge without any fee or use charges.
- D. Foundation agrees to furnish to the City Manager's office, monthly, a copy of minutes and financial reports for the Breckenridge Library Board of Directors and for the Breckenridge Fine Arts Center Board of Directors.

4. <u>City Responsibilities:</u>

A. City agrees to payments to the **Breckenridge Fine Arts Center** of an amount of \$16,100.00 during the term of this agreement to be applied to a combination of electrical utility cost, general liability and property insurance cost, janitorial cost, equipment and building repair cost. Said funds will be reimbursed only after proof of

payment by the Breckenridge Fine Arts Center. The City assumes no responsibility for the payment of any of the referenced cost, or for the coverage, negotiations of premiums, or processing of any insurance claims.

B. City agrees to payments to the **Breckenridge Library** of an amount of \$13,900.00 during the term of this agreement to be applied to a combination of electrical utility cost, general liability and property insurance cost, janitorial cost, equipment and building repair cost. Said funds will be reimbursed only after proof of payment by the Breckenridge Library. The City assumes no responsibility for the payment of any of the referenced cost, or for coverage, negotiations of premiums, or processing of any insurance claims.

5. Notices:

All notices to be given to City shall be in writing deposited in the United States mail, certified or registered, with postage prepaid, and addressed to City of Breckenridge, Attention of City Manager, at 105 North Rose Avenue Breckenridge, Texas 76424 and to the Foundation in the same manner, addressed to Foundation, P.O. Box 752, Breckenridge, TX 76424. Change of address by either party must be by notice given to the other in the same manner as above specified.

IN WITNESS WHEREOF, the Callibrary and Fine Arts Foundation have education day of, 202	ity of Breckenridge and the Breckenridge executed this contractual agreement on this 5.
CITY OF BRECKENRIDGE	BRECKENRIDGE LIBRARY AND FINE ARTS FOUNDATION
By: Bob Sims, Mayor	By: Dand Z. Clask David L. Clark, President
ATTEST:	
By: Cynthia Northrop City Manager	

STATE OF TEXAS:
COUNTY OF STEPHENS:

This instrument was acknowledg Bob Sims, Mayor for and on behalf of sa		, 2025, by ein stated.
SEAL	Notary Public	
	My Commission E	xpires:

STATE OF TEXAS: COUNTY OF STEPHENS:

This instrument was acknowledged before me on <u>July 21</u>, 2025, by David L. Clark, President for and on behalf of said Foundation and in the capacity herein stated.

SEAL

MICHELLE MCNABB ID #130207480 My Commission Expires April 28, 2027

Notary Public

My Commission Expires: 4/28/27



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of the second reading of Resolution 2025-20

approving BEDC Board recommendation for incentive to Fielden Aero.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The BEDC has approved an economic incentive to Fielden Aero to aid their relocation to the Stephens County Airport. Stephens County is leasing a hanger to them and is waiving rent for the first year. The BEDC will cover the 2nd year of rent. To qualify for the full rent reimbursement, the company must maintain a payroll of \$250,000 for the second year. This is the second reading. The first reading was April 2025.

FINANCIAL IMPACT:

BEDC funds this agreement and maximum incentive is up to \$15,000.

STAFF RECOMMENDATION:

Consider approval of the second reading of Resolution 2025-20 as presented.



Economic Development Incentive Agreement

This agreement is executed and entered into by and between Breckenridge Economic Development Corporation (BEDC). a body politic as an agency of the City of Breckenridge, Texas for the purpose of assisting in the development of business, commerce, industry, and to encourage and promote employment within the City of Breckenridge, Stephens County, Texas by providing assistance to Fielden Aero, LLC (Business) upon the terms and conditions herein set-out:

Agreement & Economic Incentives

- 1. The BEDC will rebate the Business's rent for year 2 of their lease. A maximum incentive of \$15,000.00.
- 2. The 2nd year of operation will be measured with a start date to begin one year after the Business's lease commencement with Stephens County.
- 3. The disbursement of the incentive will be upon the following terms and conditions:
 - a. The Business shall deliver to the BEDC a payroll report detailing a) the gross payroll for the 2nd year of operation, b) employee addresses, c) their hire and termination dates;
 - b. The payroll report shall be due within 30 days of the request for the report being made by the BEDC.
 - c. Half of the incentive will be paid at the start of year 2 of operation if the payroll for year 1 was at least \$100,000.00 excluding ownership.
 - d. The remaining half will be disbursed within 30 days after receipt of the payroll report from the Business and issued directly to the Business.
- 4. The development and business incentive shall be governed by the following understanding and agreement:

BEDC -Fielden Aero, LLC Economic Development Agreement a. Employment for the 2nd year of operation of the Business shall have a gross payroll of \$200,000.00 and exclude ownership wages.

i. If payroll is less than \$200,000.00, then a prorated amount will be granted.

ex. If payroll is \$100,000.00, then only 50% of the annual rent would be rebated to the Business.

Signed this to be effective this the 3rd day of March, 2025.

BRECKENRIDGE ECONOMIC DEVELOPMENT CORPORATION	FIELDEN AERO, LLC
BEDC President	Mal
BEDC Secretary	Don Fielden, Owner
CITY OF BRECKENRIDGE	
Mayor	City Secretary

RESOLUTION NO. 2025-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS AUTHORIZING THE BRECKENRIDGE ECONOMIC DEVELOPMENT CORPORATION TO UNDERTAKE A PROJECT TO PROMOTE THE DEVELOPMENT OF BUSINESS, COMMERCE, INDUSTRY, AND TO PROMOTE EMOYEMENT BY PROVIDING FINANCIAL ASSISTANCE TO FIELDEN AERO, LLC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Breckenridge Economic Development Corporation ("Breckenridge EDC") is a Type B economic development corporation governed by Chapters 501 and 505 of the Texas Local Government Code;

WHEREAS, the Board of Directors of the Breckenridge EDC (the "EDC Board") has approved a proposed project to assist Fielden Aero, LLC by rebating rent for year two of the lease. With a maximum incentive of \$15,000.00 to assist in the development of business, commerce, industry, and to encourage and promote employment in the City of Breckenridge (the "Project");

WHEREAS, the EDC Board has found that the Project is authorized pursuant to Section 505.158 of the Texas Local Government Code, as the Project would promote new and expanded business enterprises in the City of Breckenridge;

WHEREAS, Section 505.158(b) requires the City Commission of the City of Breckenridge (the "City Commission") to authorize a project allowed by that section by a resolution approved upon two readings; if it involves the expenditure of more than \$10,000; and

WHEREAS, the City Commission wishes to approve the proposed Project.

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

- **SECTION 1**. The recitals outlined above are found to be true and correct and are hereby adopted.
- **SECTION 2**. The Project, as defined above, is hereby authorized.
- **SECTION 3**. That this Resolution shall take effect immediately upon its approval on second reading by the City Commission.

PASSED AND APPROVED on first reading by the City Commission of the City of Breckenridge this the 1st day of April 2025.

PASSED, ADOPTED, AND APPROVED on second reading by the City Commission of the City of Breckenridge this the 5th day of August 2025.

ATTEST:	Bob Sims, Mayor
Jessica Sutter, City Secretary	SEAL



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of Resolution

2025-21 BISD Homecoming Parade.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

BISD has been holding the annual Homecoming Parade for many years and the City has partnered with them providing security and traffic control via our Police Department and Public Works Department employees.

BISD has requested a temporary closure of a portion of US 180 on September 17, 2025, from 7:00 pm-8:00 pm for the Homecoming Parade this year. They will be using the same route as the 2024 Homecoming Parade.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Consider approval of Resolution 2025- 21 as presented.

RESOLUTION NO. 2025-21

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF STATE HIGHWAY 180 FOR A PARADE ASSOCIATED WITH THE BRECKENRIDGE INDEPENDENT SCHOOL DISTRICT.

WHEREAS, the City Commission of the City of Breckenridge is in cooperation with the State of Texas for the safety and convenience of the traveling public; and

WHEREAS, the City of Breckenridge requests the temporary closure of State Highway 180 on September 17, 2025, for a Homecoming Parade associated with the Breckenridge Independent School District; and

WHEREAS, the Homecoming Parade will be located within the City of Breckenridge incorporated area, and the closure will be performed within the State's requirements;

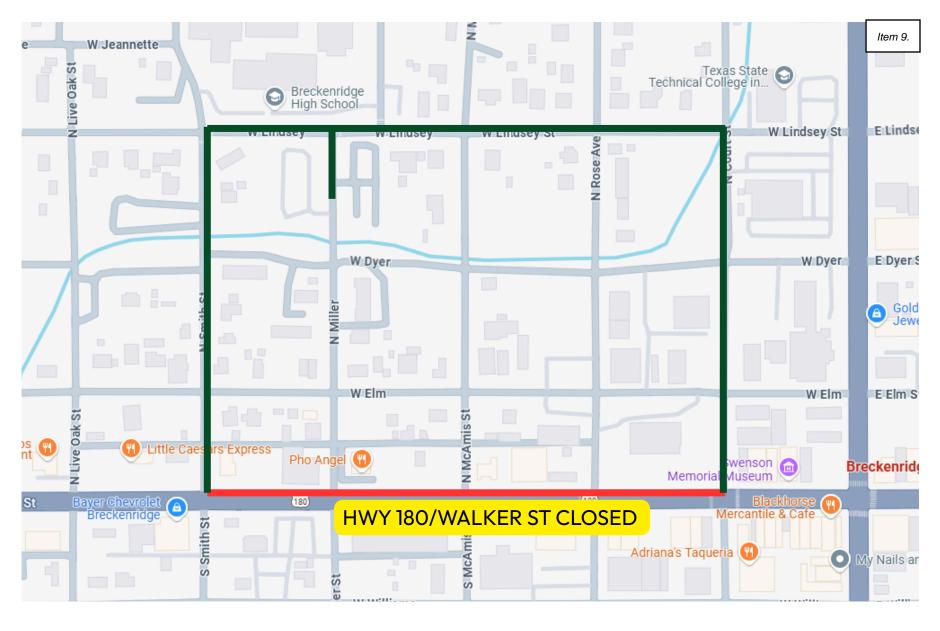
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS:

That at a meeting of the City Commission held on the 5th day of August 2025, this resolution was adopted in accordance with Chapter 43, Texas Administrative Code, Section 22.12 to comply with the rules and procedures established by said chapter and section.

This resolution is adopted so that the Homecoming Parade may be conducted on September 17, 2025.

PASSED AND APPROVED this 5th day of August 2025.

ATTEST:	Bob Sims Mayor
Jessica Sutter, City Secretary	SEAL



2025 HOMECOMING PARADE ROUTE



August 5, 2025

To Whom It May Concern:

Please be advised that the Breckenridge Police Department will provide traffic control for the Breckenridge Homecoming parade scheduled for Wednesday, September 17, 2025, from 7:00 P.M. until 8:00 P.M. The parade floats will be staged along Miller Road. The parade will proceed south on Smith, then east on Walker, then north on Court. Walker will be closed for approximately one hour.

If anything further is required, please contact our department at (254) 559-2211 or by fax at (254) 559-7100.

Thank You,

Blake Johnson Chief of Police Breckenridge Police Department

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STATE OF TEXAS §

COUNTY OF §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Breckenridge, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including <u>US HWY 180</u>, in Stephens, County; and

WHEREAS, the local government has requested the temporary closure of <u>US Highway 180</u> (Walker Street) for the purpose of <u>Homecoming Parade</u>, from <u>09/17/2025</u> to <u>09/17/2025</u> as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 5th_ day of <u>August</u>, 20<u>25</u>, the <u>Breckenridge</u> City Council passed Resolution No. <u>2025-21</u>, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway

Agreement No)
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numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any manmade or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

- **A.** The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
- **B.** The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.
- **C**. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.
- **D**. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.
- **E.** The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.
- **F.** The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.
- **G.** The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will Traffic—Traffic Closure Incorporated (TEA30A)

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be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

- **A.** This agreement may be terminated by any of the following conditions:
 - (1) By mutual written agreement and consent of both parties.
 - (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
 - (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
 - (4) By satisfactory completion of all services and obligations as set forth herein.
- **B.** The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall

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provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Breckenridge	Texas Department of Transportation
105 N. Rose Ave	2495 Highway 183 North
Breckenridge, TX 76424	Brownwood, TX 76802

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE OLLY OF DECKENDING	Agreement No
THE CITY OF BRECKENRIDGE Executed on behalf of the local government by	<i>/</i> :.
ByCity Official	Date
Typed or Printed Name and Title BOB SIMS,	MAYOR
• •	oved for the Texas Transportation Commission carrying out the orders, established policies or orized by the Texas Transportation
Ву	Date
District Engineer	

Agreement No.____

Exhibit A

DESCRIPTION OF EVENT:

HOMECOMING PARADE

Exhibit B

Agreement No._____

RESOLUTION 2025-21 ATTACHED

Agreement No.__

Exhibit C

Stephens County – US Hwy 180 # of Lanes: 4

Date: September 17, 2025 Estimated Attendance: 400-800 People

Equipment Involved will include, but not be limited to the following:

- 1. Tractor & Vehicle/ Trailer Drawn Floats
- 2. Horse Drawn Wagons
- 3. Mounted Riding Groups
- 4. Marching Band
- 5. Dance Groups
- 6. Walking Groups (Goody Toss)
- 7. New and Antique Automobiles
- 8. Motorcycle & ATV's
- 9. Fire & Police Vehicles
- 10. Buses
- 11. EMS Vehicles

Rev. 05/02/2008



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Ordinance 2025-14

amending Section 5-1 and Section 9-8 of the Breckenridge Code of Ordinances to adopt local amendments to uniform codes regarding

address identification.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

In March the City Commissioners approved Ordinance 2025-04 to resolve challenges associated with inconsistent addressing throughout the City of Breckenridge. Due to an administrative oversight, the version approved was not the final version of the proposed Ordinance amendment.

Ordinance 2025 – 14 will amend the changes to Sections 5-1 and 9-8 of the Code of Ordinances that Ordinance 2025-04 made by adopting the language originally intended by staff regarding address identification. Rather than require 6" address markers, with an exception allowing for 4" address markers for suites and apartments, Ordinance 2025-14 requires 4" address markers for residential properties and 6" lettering for commercial properties. Staff has indicated that 6" lettering is more difficult to obtain and recommends that it is only required for larger commercial structures.

The City initiated a work group to develop solutions to inconsistent addressing (all properties should have 911 Addresses), making it difficult for law enforcement/fire services/code enforcement to find homes.

Working with the West Central Texas Council of Governments (COG), USPS, Appraiser, Stephens County and COB PD, FIRE, and Code, we have a path forward to resolving this challenge. The first step is to update our ordinance to require 911 Addressing (state law already does require, it just hasn't always been done) and to require all buildings (residential/commercial/industrial) to display their 911 address on their structure where it is visible from the street.

The next step will be a public education campaign, and COG and USPS will conduct audits simultaneously. Once we have their audits, we will notify all residents (mailing) of the required compliance and provide residents with info on how to ensure they have a 911 Address.

FINANCIAL IMPACT:

The cost of a city-wide mailing: approximately \$2000

STAFF RECOMMENDATION:

Consider approval of Ordinance 2025-14 as presented.

ORDINANCE NO. 2025-14

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS AMENDING CHAPTER 5 "BUILDINGS AND STRUCTURES", ARTICLE I "IN GENERAL" OF THE BRECKENRIDGE CODE OF ORDINANCES TO REVISE SECTION 5-1 "BUILDING AND RESIDENTIAL CODES ADOPTED" AND CHAPTER 9 "FIRE PROTECTION AND PREVENTION", ARTICLE I "IN GENERAL", SECTION 9-8 "CODE—ADOPTION" TO ADOPT LOCAL AMENDMENTS TO UNIFORM CODES REGARDING ADDRESS IDENTIFICATION; PROVIDING REPEALER AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Breckenridge, Texas (the "City") is a home-rule city operating pursuant to its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution;

WHEREAS, the City has the power to adopt ordinances "necessary to protect health, life, and property" within the City, as long as those ordinances are not inconsistent with State law, pursuant to Section 3.2 of the Charter;

WHEREAS, the City Commission of the City of Breckenridge (the "City Commission") has adopted the International Building Code and International Residential Code to regulate buildings within the City in Chapter 5 of the Breckenridge Code of Ordinances (the "Code") and has adopted the International Fire Code in Chapter 9 of the Code;

WHEREAS, the City Commission adopted Ordinance No. 2025-04 on March 4, 2025 to adopt amendments to those uniform codes, but wishes to revise certain requirements concerning address identification to distinguish between commercial and residential properties;

WHEREAS, pursuant to Sections 214.212(e) and 214.216(f) of the Texas Local Government Code, the City Commission held a public hearing on these proposed amendments; and

WHEREAS, the City Commission finds that adoption of this Ordinance is in the best interest of the health, safety, and welfare of the citizens of the City.

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

I. <u>Amendment of Section 5-1</u>. Chapter 5 "Buildings and Structures", Article I "In General", Section 5-1 "Building and Residential Codes Adopted" of the Breckenridge Code of Ordinances is hereby amended in the following, and all articles, chapters, sections, paragraphs, sentences, phrases, and words not expressly amended hereby are hereby ratified and affirmed.

Sec. 5-1. – Building and residential codes adopted.

(a) The International Building Code, 2021 edition, is hereby adopted as the building code of the city in such edition and with such amendments as may be established by state law and/or ordinance

of the city commission and shall apply to all nonresidential buildings and structures in the city. Any and all subsequent editions of the International Building Code are hereby adopted by the City of Breckenridge and shall be in effect on December 31st at midnight in five-year intervals (i.e., 2026, 2031, 2036, 2041, etc.) by the International Code Council. A copy of the International Building Code in effect at any given time shall be maintained on file in the office of the city secretary.

- (b) The following amendments to the International Building Code are hereby adopted:
 - (1) Section 502.1 "Address Identification" shall be amended to read as follows:

502.1. Address Identification

New and existing buildings shall be provided with approved 911 address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 6 inches (152.4 mm) high for commercial properties and not less than 4 inches (101.6 mm) high for residential properties with a minimum stroke width of ½ inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole, or other sign with approved 6 inch (152.4 mm) height for commercial building numerals or addresses and 4 inch (101.6 mm) height for residential numerals or addresses of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained.

- (c) The International Residential Code, 2021 edition, is hereby adopted as the residential code of the city in such edition and with such amendments as may be established by state law and/or ordinance of the city commission and shall apply to all residential buildings and structures in the city. Any and all subsequent editions of the International Residential Code are hereby adopted by the City of Breckenridge and shall be in effect on December 31 at midnight in five-year intervals (i.e., 2026, 2031, 2036, 2041, etc.) by the International Code Council. A copy of the International Residential Code in effect at any given time shall be maintained on file in the office of the city secretary.
- (d) The following amendments to the International Residential Code are hereby adopted:
 - (1) Section R319.1 "Address Identification" shall be amended to read as follows:

R319.1 Address Identification

New and existing buildings shall be provided with approved 911 address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or

alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 6 inches (152.4 mm) high for commercial properties and not less than 4 inches (101.6 mm) high for residential properties with a minimum stroke width of ½ inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole, or other sign with approved 6 inch (152.4 mm) height for commercial building numerals or addresses and 4 inch (101.6 mm) height for residential numerals or addresses of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained.

II. <u>Amendment of Section 9-8</u>. Chapter 9 "Fire Protection and Prevention", Article I "In General", Section 9-8 "Code—Adoption" of the Breckenridge Code of Ordinances is hereby amended in the following, and all articles, chapters, sections, paragraphs, sentences, phrases, and words not expressly amended hereby are hereby ratified and affirmed.

Sec. 9-8. - Code—Adoption.

- (a) A certain document, one (1) copy of which is on file in the office of the city secretary of the City of Breckenridge, being marked and designated as the International Fire Code, including Appendix Chapters A-G, latest edition, as published by the International Code Council, be and is hereby adopted as the code of the City of Breckenridge for regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials, and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City of Breckenridge and providing for the issuance of permits for hazardous uses or operations, and each and all of the regulations, provisions, conditions and terms of such International Fire Code, latest edition, published by the International Code Council, on file in the office of the City of Breckenridge are hereby referred to, adopted and made a part hereof as if fully set out in this section.
- (b) These regulations shall be known as the Fire Code of the City of Breckenridge, hereinafter referred to as "this code".
- (c) The following amendments to this code are hereby adopted:
 - (1) Section 505.1 "Address Identification" shall be amended to read as follows:

505.1 Address Identification

New and existing buildings shall be provided with approved 911 address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 6 inches (152.4 mm) high for commercial properties and not less than 4 inches

(101.6 mm) high for residential properties with a minimum stroke width of ½ inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole, or other sign with approved 6 inch (152.4 mm) height for commercial building numerals or addresses and 4 inch (101.6 mm) height for residential numerals or addresses of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained.

- **III.** Repeal. Any prior ordinances or ordinance provisions are hereby repealed to the extent they are in conflict with the terms of this Ordinance. Any remaining provisions of said ordinances shall remain in full force and effect.
- **IV.** Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Commission hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, clauses, or phrases be declared unconstitutional or invalid.
- **V.** <u>Open Meetings</u>. It is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Ordinance was given, all as required by Chapter 551, as amended, Texas Government Code.
- **VI.** <u>Effective Date</u>. This Ordinance shall become effective immediately upon its adoption by the City Commission.

PASSED, APPROVED, AND ADOPTED on this the 5th day of August 2025.

ATTEST:	Bob Sims, Mayor
Jessica Sutter, City Secretary	$\operatorname{S} \operatorname{E} \operatorname{A} \operatorname{L}$



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of Interlocal agreement with Young County, Texas for

the purpose of funding a bond supervision officer

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The proposed agreement is between Young County, Stephens County, City of Graham, City of Olney, and Breckenridge. The purpose of the agreement is to cost share an employee position that manages the supervision of probationers within our jurisdiction. The commission previously approved the same agreement and began participation during FY 2021 at a cost share of \$7500 annually. According to Young County, costs have risen and the proposed cost share amount is \$9157 annually. The Chief Probation Officer of the 90th Judicial District Court is the responsible party for hiring and supervising the position.

The ILA further states that if revenue for an annual term exceeds the projected revenue by \$5,000, a proportionate amount will be refunded to the entities.

FINANCIAL IMPACT:

\$9157

STAFF RECOMMENDATION:

Consider approval of Interlocal agreement with Young County, Texas for the purpose of funding a bond supervision officer and authorize the City Manager to execute the documents.

INTERLOCAL COOPERATION FUNDING AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, by and between Young County, Texas, The City of Graham, The City of Olney, Stephens County and The City of Breckenridge, all political subdivisions of the State of Texas.

RECITALS

WHEREAS, Chapter17 of the Texas Code of Criminal Procedure sets forth certain restrictions on those who are released on bond;

WHEREAS, it is in the interest of all citizens of Young and Stephens Counties and the communities therein to see that those released on bond are supervised in accordance with the court-ordered restrictions;

WHEREAS, The County of Young, The City of Graham, The City of Olney, City of Breckenridge and Stephens County, Texas mutually desire that those released on bond are supervised by a Bond Supervision Officer in accordance with the court-ordered restrictions;

WHEREAS, Chapter 791, (3) (n), Texas Government Code, allows for the cooperation of local governments to contract for services that the contracting parties have a mutual interestin;

NOW, THEREFORE, Young County, Texas, The City of Graham, The City of Olney, Stephens County, Texas and City of Breckenridge for the mutual consideration stated herein, agree and understand as follows:

AGREEMENTS

 Young County, Texas shall create the Department of Bond Supervisions and be the employing agency of a Bond Supervision Officer. All requirements necessary for a Young County Employee must be met in accordance with hiring policies of Young County, Texas. The Bond Supervision Officer will follow the personnel policies of Young County, Texas and other policies and procedures as maybe promulgated by the supervising officer with advice and consent of Young County Commissioners Court.

- The Chief Probation Officer for the 90th Judicial District Court shall conduct interviews and recommend hiring of the Bond Supervision Officer subject to such opening as may become necessary to fill with advice and consent of Young County Commissioners Court.
- 3. The Chief Probation Officer of the 90th District shall be the immediate supervisor of the Bond Supervision Officer, following the guidelines set forth of the 90th Judicial District Court.
- 4. The department and position are created under the authority of the Commissioners Court of Young County, Texas and the employee is an employee of said county subject to the policies and procedures in place or as may be prescribed, added, modified or amended by Young County Commissioners Court. All fringe benefits ordinary to an employee of Young County shall be provided by Young County according to Young County policy.
- 5. All fees collected by the Bond Supervision Officer will be used for the offset of expenses of the department. These funds shall be deposited with the Treasurer of Young County, Texas and credited to the proper fund according to the Texas Local Government Code, Title 4, Subtitle B.
- 6. The City of Graham, Texas, The City of Olney, Texas, Stephens County, Texas and the City of Breckenridge, Texas each agree to provide funding to Young County in amounts set as fixed portions for each contributing entity for the fiscal year 2026 and may be adjusted for each fiscal year thereafter by agreement of the governmental bodies. A fiscal year shall begin October 1, and shall end September 30th of the year next following. These funds shall be deposited with the Treasurer of Young County, Texas and credited in accordance with the laws and regulations of Texas Local Government Code, Title 4, SubTitle B. Funding as follows shall be due on or before January 15th, 2026.

- City of Graham, Texas ----- \$15,261.
- Young County ----- \$11,293.
- City of Breckenridge ----- \$9,157.
- Stephens County, Texas ----- \$8,546.
- City of Olney, Texas ----- \$4,884.

Provided however, if revenues for any annual term exceed projected revenues by more than \$5,000.00, such overage shall be refunded back to each entity in their proportionate part.

- 7. The Term of this Funding Agreement is for one year (12 months) beginning October 1, 2025 and ending September 30, 2026 and may be extended for each additional 12 month period as a subsequent term. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein, and may not be modified or amended except by written agreement.
- 8. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
- 9. This Agreement shall be construed in accordance with the laws of the State of Texas, and venue for all purposes hereunder shall be Young County, Texas.
- 10. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.
- 11. This agreement is not intended to extend the liability of the parties beyond that provided by law. The Parties do not waive any immunity or defense that would otherwise be available to it against claims by third parties.

- 12. Any notices required under this Agreement will be sent to the following:
 - a. Young County Judge516 Fourth Street Room 108Graham, Texas 76450
 - b. City Manager City of Graham612 Elm StreetGraham, Texas 76450
 - c. City Manager City of OlneyP.O. Box 546Olney, Texas 76374
 - d. Stephens County Judge 200 W. Walker Breckenridge, Texas 76424
 - e. City Manager City of Breckenridge 105 N. Rose Breckenridge, Texas 76424
- 13. The Chief Probation Officer shall promulgate the operation, procedures and rules for the Bond Supervision Officer to be approved by the 90th District Court with advice and consent of the Commissioners Court of Young County, Texas.

APPROVED BY THE COMMISSIONERS COURT OF YOUNG COUNTY, GRAHAM TEXAS In a meeting of the court This the $7^{\rm th}$ Day of July, 2025 and executed by its authorized representative.

	YOUNG COUNTY, TEXAS
	By:
	Title:
ATTEST:	
	•
Title:	_

APPROVED BY THE CITY	COUNCIL OF	OLNEY, TEXAS
In a meeting of the court This	Day of	2025 and executed by its
authorized representative.		-
		CYTY OF OX SINGLE
		CITY OF OLNEY, TEXAS
		By:
		Title:
ATTEST:		
ATTEST.		
,		
Title:		

APPROVED BY THE COM	MISSIONERS	COURT OF STEPEHNS COUNTY, TEXAS
		2025 and executed by its
authorized representative.		
		STEPHENS COUNTY, TEXAS
		By:
		Title:
ATTEST:		
	₩	
Title:		

APPROVED BY THE CIT	Y COUNCIL O	F GRAHAM, TEXAS
		2025 and executed by its
		,
		CITY OF GRAHAM, TEXAS
		By:
	*	Title:
ATTEST:		
Title:		

APPROVED BY THE CITY COUNCI	L OF BRECKENRIDGE, TEXAS
In a meeting of the court This Day of _	2025
and executed by its authorized representative.	
	CITY OF BRECKENRIDGE, TEXAS
	off for breckenkinge, Texas
	By:
	Title:
ATTEST:	
Title:	



Subject: Discussion and any necessary action regarding awarding a construction

contract related to Phase III 2025 Street Improvements

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City issued Certificate of Obligation in 2023 to fund street improvements, park improvements and PW Facility improvements, dedicating approximately \$7.4 million to streets.

A Street Improvement Plan was developed, and street projects were prioritized into short, mid, and long-term draft list based on several factors including condition, drainage, and upcoming water/sewer line replacements. Phase I and Phase II Street Improvement projects are substantially completed.

The Request for Proposal was publicly advertised, and bids were due Friday, August 1, 2025, at 11 am. The City and the City's Engineers, eHT, opened the bids received and read them publicly. The project (see map included) scope includes:

Roadway rehabilitation of existing roadways throughout the City of Breckenridge to include (as specified within the drawings) hot-mix asphalt overlay, concrete pavement, concrete curb and gutter, ROW clearing and grading improvements.

Proposers included: (TBA)

The Engineers have identified the lowest and best-value bid: (TBA)

FINANCIAL IMPACT:

TBA

STAFF RECOMMENDATION:

Consider award of bid for Phase III Paving improvements to XXX, the lowest and best-value bid.

ADVERTISEMENT FOR BIDS

CITY OF BRECKENRIDGE, TEXAS PHASE III PAVING IMPROVEMENTS

General Notice

City of Breckenridge (Owner) is requesting Bids for the construction of the following Project:

Phase III Paving Improvements

Bids for the construction of the Project will be received at the Breckenridge City Hall located at 105 N. Rose Avenue, Breckenridge, Texas 76424, until Friday, August 1, 2025 at 11:00 a.m. local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Roadway rehabilitation of existing roadways throughout the City of Breckenridge to include (as specified within the drawings) hot-mix overlay, concrete pavement, concrete curb and gutter, ROW clearing, and grading improvements.

Bids are requested for the following Contract: Phase III Paving Improvements

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

www.civcastusa.com

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Pre-bid Conference

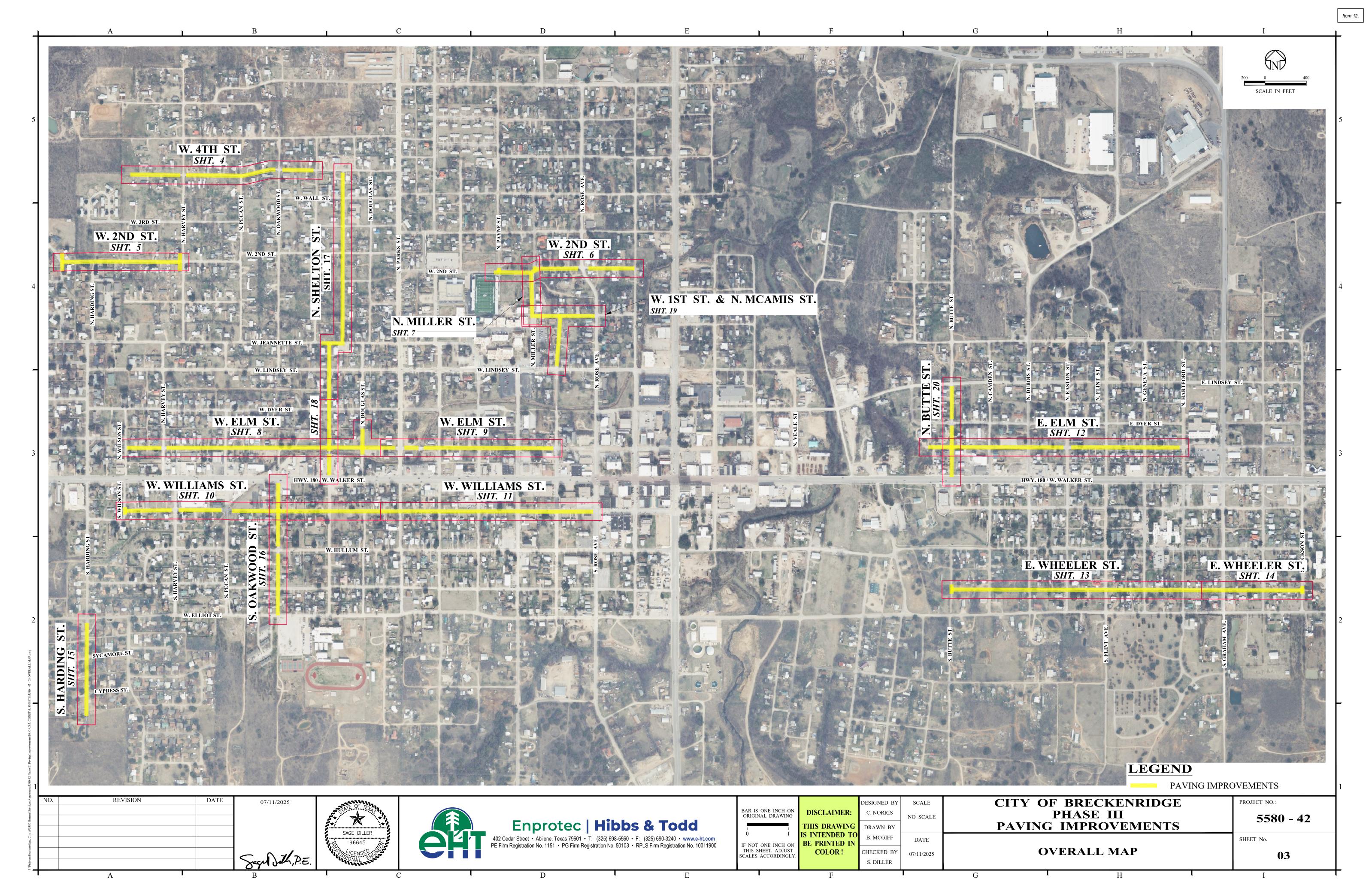
A pre-bid conference for the Project will not be held.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of Breckenridge
By: Cynthia Northrop
Title: City Manager
Date: July 16, 2025





Subject: Discussion and any necessary action regarding approval of Resolution

2025-22 accepting the 2025 Certified Appraisal roll.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Enclosed please find the resolution accepting the 2025 Tax Appraisal Roll. Also enclosed is a copy of the Certification of the 2025 Tax Appraisal Roll as prepared by the Stephens County Appraisal District.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Approve Resolution 2025-22 as presented

STEPHENS COUNTY APPRAISAL DISTRICT



2025 CERTIFIED TAXABLE VALUES (\$140-200k FOR ISDs)

2023 CERTITIED TAXABLE	VALC	71-40 200K I	011	1553		_		
ENTITY		REAL PROPERTY		MINERALS	INDUSTRIAL		BUSINESS PP	CERTIFIED TOTAL
Stephens County	\$	775,131,210	\$	90,563,990	\$ 90,907,215	\$	28,366,192	\$ 984,968,607
City of Breckenridge	\$	251,558,671	\$	4,087,830	\$ 33,104,680	\$	23,373,583	\$ 312,124,764
Stephens Memorial Hospital	\$	789,959,897	\$	89,868,790	\$ 90,924,205	\$	28,342,202	\$ 999,095,094
Breckenridge ISD	\$	517,462,333	\$	87,959,510	\$ 83,565,575	\$	27,208,282	\$ 716,195,700
Albany ISD	\$	1,734,973	\$	149,160	\$ 174,670			\$ 2,058,803
Graham ISD	\$	808,356	\$	5,150	\$ 117,400	\$	-	\$ 930,906
Moran ISD	\$	7,051,062	\$	1,526,760	\$ 295,760	\$	-	\$ 8,873,582
Ranger ISD	\$	5,043,459	\$	298,190	\$ 5,749,060	\$	1,050	\$ 11,091,759
Woodson ISD	\$	6,420,393	\$	625,210	\$ 1,002,850	\$	4,260	\$ 8,052,713

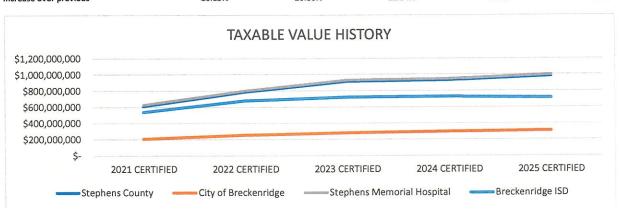
2024 CERTIFIED TAXABLE VALUES FOR COMPARISON

ENTITY	RE	AL PROPERTY	MINERALS	INDUSTRIAL	BUSINESS PP	
Stephens County	\$	712,681,196	\$ 105,610,680	\$ 89,721,882	\$ 26,438,676	
City of Breckenridge	\$	238,442,153	\$ 5,610,060	\$ 32,821,202	\$ 22,502,191	
Stephens Memorial Hospital	\$	727,366,624	\$ 103,937,580	\$ 90,018,522	\$ 26,378,076	
Breckenridge ISD	\$	519,738,594	\$ 103,062,500	\$ 82,995,132	\$ 25,285,921	
Albany ISD	\$	1,758,496	\$ 127,800	\$ 186,320	\$ -	
Graham ISD	\$	708,840	\$ 6,800	\$ 122,740	\$ -	
Moran ISD	\$	5,197,954	\$ 1,317,300	\$ 316,750	\$ -	
Ranger ISD	\$	5,184,208	\$ 201,940	\$ 5,393,430	\$ -	
Woodson ISD	\$	7,975,142	\$ 894,350	\$ 1,003,750	\$ 4,200	

_	THE RESERVE OF THE PARTY OF THE
CE	RTIFIED TOTALS
\$	934,452,434
\$	299,375,606
\$	947,700,802
\$	731,082,147
\$	2,072,616
\$	838,380
\$	6,832,004
\$	10,779,578
\$	9,877,442

HISTORIC TAXABLE VALUES FOR COMPARISON

ENTITY	2	021 CERTIFIED	2022 CERTIFIED	2023 CERTIFIED	2024 CERTIFIED	20	025 CERTIFIED
Stephens County	\$	614,371,483	\$ 788,423,814	\$ 918,265,271	\$ 934,452,434	\$	984,968,607
City of Breckenridge	\$	210,353,345	\$ 257,613,426	\$ 283,363,231	\$ 299,375,606	\$	312,124,764
Stephens Memorial Hospital	\$	628,021,806	\$ 802,069,164	\$ 932,462,030	\$ 947,700,802	\$	999,095,094
Breckenridge ISD	\$	541,398,095	\$ 681,518,954	\$ 722,804,858	\$ 731,082,147	\$	716,195,700
Albany ISD	\$	1,438,266	\$ 1,845,400	\$ 2,246,350	\$ 2,072,616	\$	2,058,803
Graham ISD	\$	799,433	\$ 921,580	\$ 932,340	\$ 838,380	\$	930,906
Moran ISD	\$	5,295,057	\$ 6,705,770	\$ 9,193,195	\$ 6,832,004	\$	8,873,582
Ranger ISD	\$	8,898,053	\$ 10,967,518	\$ 11,789,990	\$ 10,779,578	\$	11,091,759
Woodson ISD	\$	5,476,274	\$ 7,412,020	\$ 7,342,460	\$ 9,877,442	\$	8,052,713
\$ 1,830,291,691	\$	2,016,051,812	\$ 2,557,477,646	\$ 2,888,399,725	\$ 2,943,011,009	\$	3,043,391,928
Increase over previous		10.15%	26.86%	12.94%	1.89%		3.41%



Market	13-13-13-13-13-13-13-13-13-13-13-13-13-1												
Improvement	Count	Value	Land	Count	Value	Prod Mkt	Count	Value	Other	Count	Value		
Homesite Non Homesite New Homesite	2,180 409 121	216,192,005 91.632,497 1.599,120	Homesite Non Homesite New Homesite	2,283 1,054 0	15,977,770 18,816,320 0	Agricultural Inventory Timber	32	2,312,530 0 0	Mineral Personal New Personal	1,320 454 0	4,087,830 56,478,263 0		
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		۵	Disabled Veteran	Count	Value	Miscellaneous	s Count	Value	Const Exempt	t Count	Value		
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						Minimum Value Temp Disaster	e 702 0	161,652 0					
						Other		279,290				ř	Total Deductions
			Total E	Total Dis Vet	4,904,256	(+)	Total Other	440,942	(±)	Total Exempt	45,813,033 -	Œ	52,869,731
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Z	New Frozen Taxable	Taxable	173,180 (+)	Taxat	Taxable Frozen	57,075,726	(+)	Taxabie Non Frozen		(=) 858,678,62	lotal laxe	ande	312,124,704
											Taxable Loss	ross.	20,887,044
										Ä	2025 Rate Per \$100	100	0.0104471
	New Frozen Tax		1,662.96 (+)	۲	Tax Frozen	378,212.71	£	Tax Non Frozen		2,662,713.91 (=)	Total Tax	Tax	3,042,589.58
Additional Totals	otals												
Miscellaneous	Count	Value	Natural Disaster	er	Value						Certifiable	able	Value
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Ag Acres		00000	Jan 1 Avg % Disaster Market		0.000						Taxable Tax	d)	312,124,764
Inv Acres		0.000	Disaster Txbl		0 0								200012101
Imb Acres	c	0000	Disaster Tax Disaster Avg %		0.000			Chal	Chapter 313 Value Limitation		* Please Value obtain	e contact e	 * Please contact Chief Appraiser to obtain estimated recognizable
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5,803

Count:

Page

2025 STEPHENS CERTIFICATION TOTALS 140K_200K

CBR-CITY OF BRECKENRIDGE (2025)

7/22/2025 6:29:13 PM

RESOLUTION NO. 2025-22

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, TO ACCEPT THE 2025 CERTIFIED APPRAISED VALUES FROM STEPHENS COUNTY APPRAISAL DISTRICT.

WHEREAS, the Certified Appraisal Roll for the Year 2025, assessing all taxable property located in the City of Breckenridge, has been prepared in due course, pursuant to Chapter 26 of the Texas Property Tax Code; and

WHEREAS, the Review Board of the Stephens County Appraisal District has carefully examined and given hearings to the owners of the property desiring to be heard on protests of valuations and has reviewed and fully and finally revised said Certified Appraisal Roll; and

WHEREAS, the said Certified Appraisal Roll for the Year 2025 is in proper form and is proper and correct as finally revised and equalized by said Review Board;

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

Section I. That the Certified Appraisal Roll covering taxable property in the City of Breckenridge, assessed for City purposes for the Year 2025, be and same is hereby in all things accepted for the benefit of the City of Breckenridge for the Year 2025.

Section II. That this resolution shall take effect from and after its passage, as provided.

PASSED AND APPROVED by the City Commission of the City of Breckenridge this the 5th day of August 2025.

	Bob Sims, Mayor
ATTEST:	202 0,
Jessica Sutter, City Secretary	SEAL



Subject: Discussion and any necessary action regarding FY 2025-2026 Budget

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Staff will present an updated draft budget based on Certified Values.

Certified Values 2025/2026: \$312,124,764

No New Revenue Rate: \$1.00219 Voter Approval Rate: \$1.05906 De minimis Rate: \$1.19090

Debt Rate: \$.25739

Proposed tax rate: \$1.02893, which is a decrease of \$.01578 from last year's tax rate of

\$1.04471.

FINANCIAL IMPACT:

see doc.

STAFF RECOMMENDATION:

Provide any feedback on the budget.



Subject: Discussion and any necessary action to schedule August 26, 2025, for

Public Hearing on the proposed tax rate, discuss tax rate, NNR, and Voter Approval Rate, De Minimus Rate and take a record vote.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City Manager will review the proposed tax rate, no new revenue rate, voter approval tax rate, and De Minimus Tax Rate (Tax Code Sec. 26.04 (e)). To comply with state statutes, City Commissioners should consider setting a Public Hearing on August 26, 2025, on the proposed tax rate. The notice of the Public Hearing on the tax increase will be published by August 13, 2025. Staff are proposing a rate of \$1.02893, which is lower than the Voter Approval Rate of \$1.05906 but higher than the No New Revenue rate.

No New Revenue Rate (\$1.00219) – Rate that provides the same amount of revenue received last year (used to be effective rate).

Voter Approval Rate (\$1.05906) — Maximum rate allowed without voter approval, except for cities under 30,000 population; essentially 3.5% over the NNR Rate (*used to be the Rollback Rate;* which was 8% over the effective rate).

DeMinimus Rate (\$1.19090) – Must be lower than the DeMinimus Rate and doesn't exceed Voter Approval Rate. This is an option for cities with a population of 30,000 or less that is a rate equal to the sum of the NNR M&O rate; plus, rate that when applied will generate an amount of taxes equal to \$500,000; plus, the current debt rate.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Approve August 26, 2025, for Public Hearing on the proposed tax rate

Item 15.

NOTICE OF PUBLIC HEARING ON TAX RATE

A tax rate of \$1.02893 per \$100 valuation has been proposed by the governing body of City of Breckenridge.

PROPOSED TAX RATE \$1.02893 per \$100 NO-NEW-REVENUE TAX RATE \$1.00219 per \$100 VOTER-APPROVAL TAX RATE \$1.05906 per \$100

The no-new-revenue tax rate is the tax rate for the 2025 tax year that will raise the same amount of property tax revenue for City of Breckenridge from the same properties in both the 2024 tax year and the 2025 tax year.

The voter-approval rate is the highest tax rate that the City of Breckenridge may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Breckenridge is proposing to increase property taxes for the 2025 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON AUGUST 26, 2025, AT 5:30PM AT CITY HALL, 105 N. ROSE AVE. BRECKENRIDGE, TX 76424.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Breckenridge is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City of Breckenridge at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:

AGAINST the proposal:

PRESENT and not voting:

ABSENT:

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Breckenridge last year to the taxes proposed to be imposed on the average residence homestead by City of Breckenridge this year.

	2024	2025	Change
Total tax rate (per \$100 of value)	\$1.04471	\$1.02893	decrease of .01578 per \$100, or 1.51%
Average homestead taxable value	\$105,010	\$105,268	Increase of 0.294%
Tax on average homestead	\$1,097.05	\$1,083.66	Decrease of \$13.39, or 1.22%
Total tax levy on all properties	\$2,936,388	\$3,002,488	Increase of \$66,100, or 2.25%

No-New-Revenue Maintenance and Operations Rate Adjustments

Eligible County Hospital Expenditures

The City of Breckenridge spent \$118,400 from July 1, 2024, to June 30, 2025, on expenditures to maintain and operate an eligible county hospital. For the current tax year, the amount of increase above last year's eligible county hospital expenditures is \$16,333. This increased the no-new-revenue maintenance and operations rate by \$0.00323/\$100.

For assistance with tax calculations, please contact the City of Breckenridge at 254-559-8287 or cnorthrop@breckenridgetx.gov, or visit www.breckenridgetx.gov for more information.

Item 15.



Subject: Discussion and any necessary action regarding setting a Public Hearing

to consider FY 2025/2026 proposed budget on September 2, 2025.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

In conformity with Local Government Code 102.006 (a-b) City Commissioners should schedule a Public Hearing on the proposed FY 2025/2026 Budget to be held September 2, 2025. The notice of the Public Hearing on the budget will be published by August 15, 2025.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Approve setting Public Hearing on FY 2025/2026 Proposed Budget on September 2, 2025.

CITY OF BRECKENRIDGE 105 NORTH ROSE AVENUE BRECKENRIDGE, TEXAS 76424

August 20, 2025

NOTICE OF PUBLIC HEARING

TAKE NOTICE THAT A PUBLIC HEARING TO CONSIDER THE BUDGET FOR THE CITY OF BRECKENRIDGE FOR THE FISCAL YEAR 2025 - 2026 WILL BE HELD TUESDAY, SEPTEMBER 2, 2025, AT 5:30P.M., IN THE CITY HALL, COMMISSION CHAMBERS, 105 NORTH ROSE AVENUE.

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

"This budget will raise more revenue from property taxes than last year's budget by an amount of \$79,037, which is a 3.11 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$24,026."

As provided by Section 102.006 of the Local Government Code and the Charter of the City of Breckenridge, notice is hereby given that the City Commission of the City of Breckenridge will hold Public Hearing to consider a budget for expenditures of City funds, from all sources for the fiscal year beginning October 1, 2025, and ending September 30, 2026.

SUMMARY OF PROPOSED 2025-2026 BUDGET

General Fund: For Maintenance & Operating	\$ 5,553,484.65
Water Fund: For Maintenance & Operating	\$ 2,878,535.00
Wastewater Fund: For Maintenance & Operating	\$ 1,518,673.00
Sanitation Fund: For Maintenance & Operating	\$ 493,680.00
Equipment Replacement	\$ 449,210.00
Street Maintenance Sales Tax Fund	\$ 100,000.00
General Debt Service Fund	\$ 634,450.00
Revenue Debt Service Fund	\$ 650,546.00

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

Cynthia Northrop, City Manager Publish August 20, 2025