



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

April 07, 2026 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 April 07, 2026 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

American Flag

OPEN FORUM

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

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

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

1. Presentation on EFleets Vehicle Replacement status.

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.)

Public Services Director

2. Employee of the Month-Wesley Duggan

City Secretary

3. Upcoming Events

04/12-04/18 National Public Telecommunicators Week

04/12-04/18 Animal Control Appreciation Week

04/16 Bulk Pickup

04/17-04/18 Spring Fling

04/20-04/28 Early Voting

5/1-5/2 Frontier Days

5/2 Election Day

CONSENT AGENDA

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

- [4.](#) Consider approval of the March 3, 2026, regular commission meeting minutes as recorded.
- [5.](#) Consider approval of department head reports and monthly investment reports for February 2026.
- [6.](#) Consider approval of Resolution 2026-10 re-appointing Scott Harris as Director on the WCTMWD Board for a term set to expire May 31, 2028.

ACTION ITEMS

- [7.](#) Discussion and any action regarding approval of BEDC entering into a Purchase and Sale Agreement with Breckenridge ISD for Project Sage Bush Development.
- [8.](#) Discussion and any necessary action regarding award of construction contract related to the TX-CDBG #CDM22-0020 Downtown Revitalization Project.
- [9.](#) Discussion and any necessary action regarding approval of Frontier Days 2026.
- [10.](#) Discussion and any necessary action regarding approval of Interlocal on the Waiving of Back Taxes.
- [11.](#) Discussion and any action regarding approval of an update to the Stephens County Street Interlocal.
- [12.](#) Discussion and any necessary action regarding approval of MVBA Municipal Court Collections Agreement.
- [13.](#) Discussion and any action regarding approval of an Ordinance 2026-07 of the City of Breckenridge, Texas, amending Chapter 15 "Parks and Recreation," Article I "in General" of the Breckenridge Code of Ordinances by amending Sections 15-7 "Entering closed areas;

hours of operation” to revise hours of operation for City Parks; adding Section 15-7 “Loitering” to prohibit loitering in City Parks.

- [14.](#) Discussion and any action regarding approval of an Ordinance 2026-08 amending Chapter 19 “Signs”, Article III “Sign Standards” of the Breckenridge Code of Ordinances.
- [15.](#) Discussion and any necessary action regarding Aquatic Center Operations for 2026.
- [16.](#) Discussion and any necessary action regarding Ordinance 2026-06 amending FY 2025-2026 official budget adopted by Ordinance 2025-17.
- [17.](#) Discussion and any necessary action regarding entering into a Professional Services Agreement between the City of Breckenridge and 4H Services LLC.

WORKSHOP ITEMS

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

- [18.](#) Discussion and direction regarding the upcoming FY 2026-2027 Budget and Strategic Plan review

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 ,on the **31st day of March 2026.**

City Secretary



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



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Presentation on EFleets Vehicle Replacement status

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Beginning in 2023 the City engaged Enterprise/EFleets to implement a Vehicle Replacement Project to increase efficiencies in our vehicle fleet. We are on-track to realize the projected saving of over \$300K over the next 10 years. Additional benefits in alignment with our Strategic Plan to invest in our employees is the increased morale by increasing our image, increased safety, as well as savings in fuel and maintenance expenses.

Our Enterprise representative will present an update.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

No action

TUESDAY MARCH 3, 2026

CITY OF BRECKENRIDGE

ANNUAL REVIEW



THE OBJECTIVES

REDUCE COST

CONVENIENCE


SAFETY, IMAGE, RELIABILITY

CONTROL


TOTAL COST OF OWNERSHIP TRENDS



Acquisition
1.9%
new vehicle prices



Fuel
-6% GAS
0% DIESEL
price per gallon



Funding
-94 BPS
3-year Treasury Bond Rate



Remarketing
2.4%
RESALE VALUE



Maintenance
+4.9%
REPAIRS



Insurance
+10-15%
PREMIUM INCREASE

Sources: BankRate, Wards Intelligence, LMC Automotive, Automotive Fleet Magazine, CapitalOne, Property Casualty 360, WEX, Consumer Price Index

Data reported as of November 2025

FLEET ANALYSIS

	Fleet Mix			
Fiscal Year	Fleet Size	Annual needs	Owned	Leased
Old Plan	30	3.0	30	0

	Fleet Mix			
Fiscal Year	Fleet Size	Annual needs	Owned	Leased
2024 (Actual)	37	22.0	15	22
2025 (Projections)	30	0	2	28
2025 (Actuals)	31	3	6	25

SPEND ANALYSIS

	Fleet Cost							Resale	Annual	
Fiscal Year	Purchase	Lease	Upfront Capital	Maint.	Fuel	Telematics	Operating Subtotal	Subtotal	Equity	Fleet Budget
Old Plan	\$138,333		\$20,031	\$80,352	\$162,045	\$10,800	\$253,197	\$411,561	\$0	\$411,561

	Fleet Cost							Resale	Annual			
Fiscal Year	Purchase	Lease	Upfront Capital	Maint.	Fuel	Telematics	Operating Subtotal	Subtotal	Equity	Fleet Budget	Net Difference	Savings Balance
2024 (Actual)		\$105,597	\$72,383	\$19,610	\$83,054	\$6,690	\$109,354	\$287,334	\$13,270	\$274,064	(\$137,497)	(\$137,497)
2025 (Projections)		\$275,726	\$0	\$160,540	\$6,930		\$167,470	\$443,196	\$0	\$443,196	\$31,635	(\$105,862)
2025 (Actuals)		\$284,523	\$8,779	\$18,795	\$77,944	\$6,930	\$103,669	\$396,972	\$30,970	\$366,002	(\$45,559)	(\$183,056)

SAFETY

Benefits and effects of crash avoidance technologies

Forward Collision Warning plus Autobrake - 2018

- ▼ 50% Front-to-rear crashes
- ▼ 56% Front-to-rear crashes with injuries
- ▼ 24% Claim rates for injuries to other people in vehicles
- ▼ 14% Claim rates for damage to other vehicles

Blind Spot Detection - 2018

- ▼ 14% Lane-change crashes
- ▼ 23% Lane-change crashes with injuries

Rear Automatic Braking - 2016

- ▼ 78% Backing crashes (when combined with rearview camera and parking sensors)
- ▼ 29% Claim rates for damage to other vehicles

Lane Departure Warning - 2012

- ▼ 11% Single-vehicle, sideswipe and head-on crashes
- ▼ 21% Injury crashes of the same type

Source: Insurance Institute for Highway Safety, Highway Loss Data Institute

KEY OBSERVATIONS

14 VEHICLES OLDER THAN 2012

- **46% OF TOTAL FLEET**

21 VEHICLES OLDER THAN 2016

- **70% OF TOTAL FLEET**

23 VEHICLES OLDER THAN 2018

- **76% OF TOTAL FLEET**

AVERAGE AGE OF FLEET

2022

PROGRAM OVERVIEW – CONTROL



MAINTENANCE

- Peace-of-mind protection to cover your fleet’s maintenance expenses
- Convenient nationwide network of preferred maintenance facilities
- Team of 100 ASE certified technicians to negotiate the right work at the right price on behalf of you and your drivers
- **Maintenance – 108 Repair orders 100% utilization**
- **-77% - Old Plan -4% - YOY**



TELEMATICS

- Savings through increased fuel efficiency
- Increase driver safety and reduce liability
- Manage operations in real time
- Increase employee productivity and effectiveness
- **30 Geotab devices**



FUEL

- Easy to track and monitor fuel purchases
- Protect against unauthorized spending
- Set fuel purchase limits
- Control the type of fuel purchased
- **Current Partnership with WEX**
- **-52% - Old Plan -6% - YOY**



THE OBJECTIVES

REDUCE COST



CONVENIENCE



SAFETY, IMAGE, RELIABILITY



CONTROL



THANK YOU





**BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM**

Subject: Consider approval of the March 3, 2026, 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 March 3, 2026.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Consider approval of minutes as presented.

REGULAR MEETING OF THE BRECKENRIDGE CITY COMMISSION



Tuesday, March 3, 2026, at 5:30 PM
Breckenridge City Offices Commission Chambers
105 North Rose Avenue
Breckenridge, Texas 76424

MINUTES

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

PRESENT

MAYOR
COMMISSIONER, PLACE 1
COMMISSIONER, PLACE 4

BOB SIMS
BLAKE HAMILTON
PAUL HUNTINGTON JR.

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

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

NOT PRESENT

MAYOR PRO TEM, PLACE 2
COMMISSIONER, PLACE 3

GREG AKERS
JUNIOR FERNANDEZ

CALL TO ORDER

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

Invocation

PLEDGE OF ALLEGIANCE

OPEN FORUM

No Speakers

No Action Taken

STAFF REPORT

City Manager

- 1. City Business

Employee of the Month-J.Potts

Citizens Academy update

City Secretary

- 2. Upcoming Events

03/02 Brush Pickup begins-Zone B

03/19 Bulk Pickup

04/03 City Offices Closed in observance of Good Friday

Police Chief

- 3. Introduction of Animal Control Officer-Clasha Taylor

Discussion only. No Action Taken

CONSENT AGENDA.

- 4. Consider approval of department head reports and monthly investment reports for January 2026.
- 5. Consider approval of the February 10, 2026, regular commission meeting minutes as recorded.
- 6. Consider approval of Resolution 2026-08 authorizing the application of a Criminal Justice Division Grant through the Governor's office to purchase new equipment for Law Enforcement.

Commissioner Hamilton made a motion to approve consent agenda items 4-6 as presented. Commissioner Huntington seconded the motion. The motion passed 3-0.

PUBLIC HEARING ITEMS

- 7. Conduct a public hearing to consider the annexation of property described as 33.08 acres of land out of the Jim Purcell Survey, also known as Section 6, Lunatic Asylum Lands, A-1223, Stephens County, Texas into the City limits of the City of Breckenridge.

With there being no speakers, Mayor Sims closed the Public Hearing at 5:36 p.m.

ACTION ITEMS

8. Discussion and any necessary action regarding approval of Stephens County Appraisal District annual report.

Will Thompson, Chief Appraiser with the Stephens County Appraisal District presented the annual report.

Commissioner Huntington made a motion to approve the Stephens County Appraisal District annual report as presented. Commissioner Hamilton seconded the motion. The motion passed 3-0.

9. Discussion and any necessary action regarding approval of onboarding NewGen Strategies and Solutions for an updated water/wastewater rate study.

City Manager Northrop explained that in 2021 the City conducted a water/wastewater rate study. That rate study resulted in a schedule of rate increases that would assist in funding the maintenance and operations of the system. This agenda item is the approval of an updated rate study to determine appropriate rates.

Commissioner Hamilton made a motion to approve the 2026 Water and Wastewater rate study and authorize the City Manager to execute the documents. Commissioner Hamilton seconded the motion. The motion passed 3-0.

10. Discussion and any necessary action regarding an Annexation Services Agreement with Breckenridge Economic Development Corporation for the 33.08 tract out of the Jim Purcell Survey, also known as Section 6, Lunatic Asylum Lands, A-1223, Stephens County, Texas (located north of Walmart).

City Manager Cynthis Northrop stated that the Breckenridge Economic Corporation owns this tract of land and has petitioned the city to annex the land into the city limits. They have a plan to develop this land to include single-family, Townhomes, and retail uses. This is a voluntary annexation that requires the city to enter into a written agreement with the BEDC for city services.

Commissioner Hamilton made a motion to approve the annexation services agreement as presented. Commissioner Huntington seconded the motion. The motion passed 3-0.

11. Discussion and any necessary action regarding Ordinance No. 2026-05 Annexing the 33.08-acre tract (out of the Jim Purcell Survey, also known as Section 6, Lunatic Asylum Lands, A-1223, Stephens County, Texas, located north of Walmart) described above into the City limits of the City of Breckenridge.

Northrop explained that this ordinance annexes the property owned by the BEDC into the city limits.

Commissioner Huntington made a motion to approve Ordinance 2026-05 as presented. Commissioner Hamilton seconded the motion. The motion passed 3-0.

12. Discussion and any necessary action regarding Consent to Encroachment for 701 W. Hullum, Breckenridge, TX 76424

This property is currently encroaching on the street right-of-way. The recommended action to resolve the issue is to approve the consent to encroachment, which preserves a consistent street right-of- way and allows encroachment to remain in the city's right-of-way.

Commissioner Hamilton made a motion to approve consent to encroachment for 701 W. Hullum as presented. Commissioner Huntington seconded the motion. The motion passed 3-0.

13. Discussion and any necessary action regarding award of Engineering Contract for the Texas Parks and Wildlife grant award for a Splash Pad.

Northrop stated that a Request for Engineering Qualifications was advertised, and two proposals were received. A committee evaluated the proposals, and it is recommended that Jacob Martin be selected.

Commissioner Huntington made a motion to approve the selection of Jacob Martin for the engineering contract for the Texas Parks and Wildlife Grant and authorize the City Manager to negotiate and finalize the contract. Commissioner Hamilton seconded the motion. The motion passed 3-0.

14. Discussion and any necessary action regarding Street Improvement Phase 3, Change-order #2.

City Manager Northrop presented the change order, stating that this is the second change order for phase 3 of the Street Improvement plan. The change order will increase the time of the contract from 180 days to 240 days and include an increased price of \$160,596.25 for a total contract price of \$2,874,134.80.

Commissioner Hamilton made a motion to approve change order #2 to the Street Improvement Project Phase 3 and authorize the City Manager to execute the documents. Commissioner Huntington seconded the motion. The motion passed 3-0.

15. Discussion and any necessary action regarding approval of Ordinance 2026-04 amending Chapter 13 "Occupational Licenses and Regulations", Article VI "Gaming Machines" of the Breckenridge Code of Ordinances.

In March of 2025, Commissioners passed an Ordinance updating the gaming machine ordinance in order to streamline the process. This ordinance updated the per machine fee and clarifies that a permit is required for individual gaming machines.

Commissioner Huntington made a motion to approve Ordinance 2026-04 as presented. Commissioner Hamilton seconded the motion. The motion passed 3-0.

- 16. Discussion and any necessary action regarding the request from Junior Buckaroo Academy to be exempt from property taxes.

City Manager Northrop stated that the city has received a request from Junior Buckaroo Academy requesting an exemption from property taxes.

Commissioner Huntington made a motion to not approve the request from Junior Buckaroo Academy to be exempt from property taxes. Commissioner Hamilton seconded the motion. The motion passed 3-0.

Mayor Sims convened the meeting into Executive Session at 5:53 p.m.

EXECUTIVE SESSION

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

Real Property

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

- 17. Fire Station

Mayor Sims convened the meeting into open session at 5:58 p.m. with no action taken.

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 adjourned the regular session at 5:59 p.m.

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 February 2026.

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 February 2026.



DEPARTMENTAL REPORTS

FEBRUARY 2026

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

Finance Bank Statement Balances

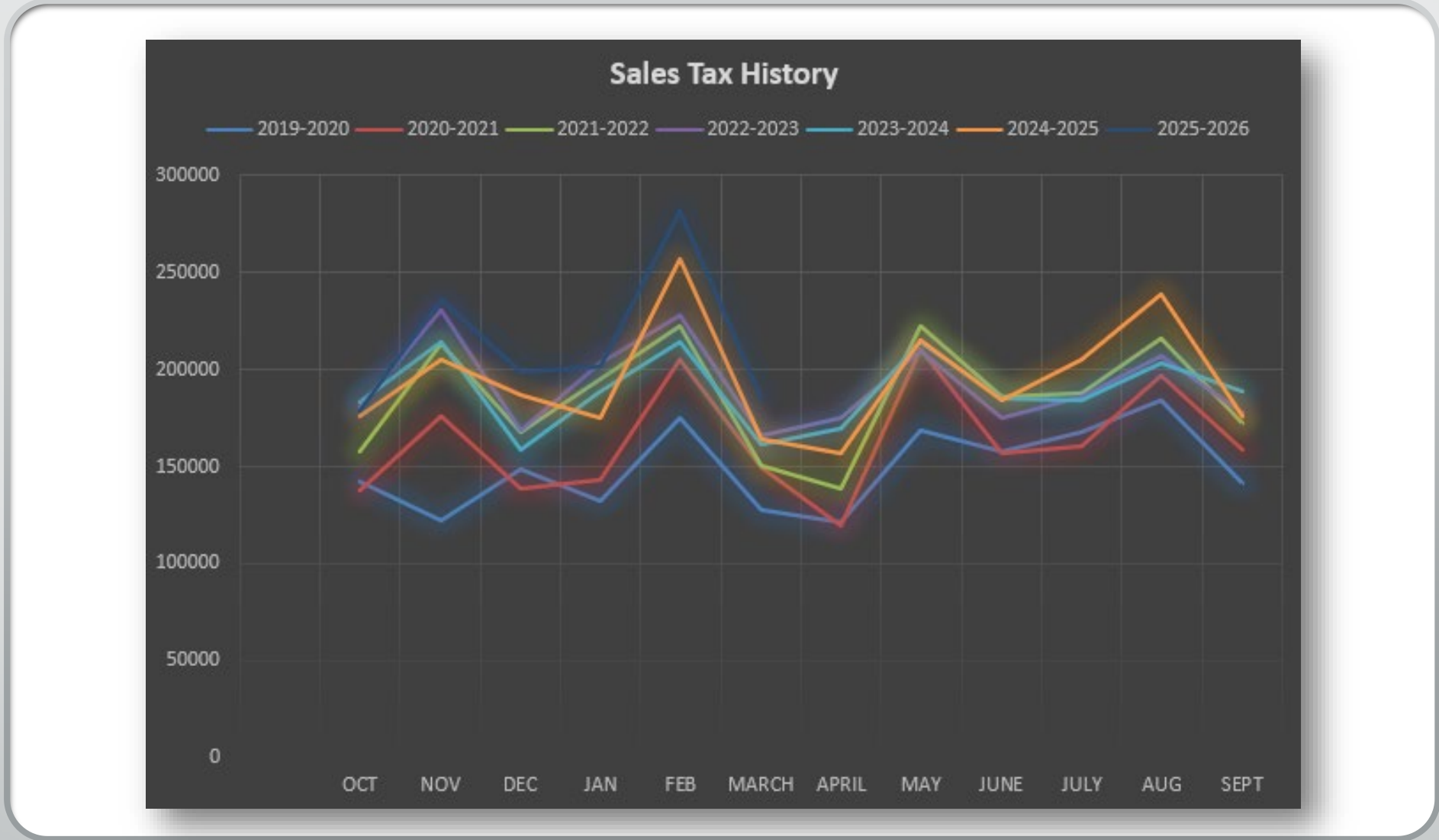


Diane Latham

	Account Name	Balances as of Feb. 2025	Balances as of Feb. 2024
1001	GENERAL FUND	\$ 2,815,206.77	\$ 3,464,158.52
1013	ARSON FUND	\$ 509.89	\$ 509.89
1014	FEDERAL TAX & LOAN	\$ 81.72	\$ 83.13
1001	WATER FUND	\$ 1,860,292.18	\$ 1,636,970.37
1001	WASTEWATER FUND	\$ 1,222,329.66	\$ 1,500,151.35
1001	SANITATION	\$ 38,602.23	\$ 48,670.73
1001	FIRE DEPT. SPECIAL	\$ 9,845.86	\$ 8,546.83
1001	FORFEITED PROPERTY	\$ 1,483.18	\$ 1,486.97
1002	PAYROLL FUND	\$ 34,243.96	\$ 135,489.74
1001	EQUIP. REPLACEMENT FUND	\$ 422,152.94	\$ 291,270.16
1001	STREET MAINTENANCE	\$ 419,701.88	\$ 615,615.78
1001	BRECKENRIDGE PARK FUND	\$ 10,045.04	\$ 8,740.44
1001	POLICE DEPT. SPECIAL	\$ 13,663.19	\$ 13,698.06
1001	Excess Sales Tax Revenue	\$ 17,696.59	\$ 17,741.76
1001	Breck Trade Days	\$ 39,567.88	\$ 39,661.20
1051	CO 2017 A&B Sinking /Rd	\$ -	\$ -
1001	Water Capital Projects	\$ (110,693.27)	\$ (110,693.27)
1001	Wastewater Capital Projects	\$ 164,314.28	\$ 164,314.28
1001	Capital Improvement Project	\$ 166,676.77	\$ 143,733.82
1058	GENERAL DEBT SERVICE FUND	\$ -	\$ -
1001	General Debt Service Fund P/C	\$ 887,416.30	\$ 992,668.81
1001	REVENUE DEBT SERVICE FUND	\$ 587,492.04	\$ 553,148.59
1025	Rescue Boat Donation	\$ 1,819.45	\$ 1,824.01
1073	CWSRF LF1001492	\$ 3.02	\$ 5.74
1076	CWSRF LF1001492 ESCROW	\$ 1,227,164.73	\$ 1,106,169.20
1056	CWSRF CO 2022A L1001491	\$ 1.00	\$ 1.00
1074	CWSRF CO 2022A L1001491 ESCROW	\$ 1,003,120.59	\$ 1,039,087.73
1072	CWSRF CO 2022A L1001426	\$ 1.00	\$ 1.00
1075	CWSRF CO 2022A L1001426 ESCROW	\$ 2,124,497.30	\$ 2,200,671.79
1071	DWSRF LF1001495	\$ 4.27	\$ 4.27
1079	DWSRF LF1001495 ESCROW	\$ 1,175,409.14	\$ 931,333.34
1070	DWSRF CO 2022B L1001493	\$ 1.00	\$ 1.00
1078	DWSRF CO 2022B L1001493 ESCROW	\$ 1,447,764.50	\$ 1,499,674.61
1057	DWSRF CO 2022B L1001494	\$ 1.00	\$ 32,201.00
1077	DWSRF CO 2022B L1001494 ESCROW	\$ 1,014,817.79	\$ 1,019,004.49
1010	LOGIC CO 2023	\$ 5,585,366.00	\$ 3,339,570.24
1084	WAF CO2026 L1002157 ESCROW	\$ -	\$ 1,636,931.45
1086	WAF CO2026 L1002157	\$ -	\$ -
1085	WAF CO2026 G1002158 ESCROW	\$ -	\$ 4,003,900.00
1087	WAF CO2026 G1002158	\$ -	\$ -
	TOTAL - ALL FUNDS	\$ 22,180,599.88	\$ 26,336,348.03

Fiscal Year Sales Tax Revenue Received

MONTH RECEIVED	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
OCT	\$ 142,235.00	\$ 138,040.00	\$ 157,493.00	\$ 180,530.00	\$ 182,914.00	\$ 176,173.38	\$ 179,092.44
NOV	\$ 122,415.00	\$ 176,091.00	\$ 213,510.00	\$ 230,739.00	\$ 214,002.00	\$ 205,342.24	\$ 236,376.47
DEC	\$ 149,000.00	\$ 138,215.00	\$ 167,667.00	\$ 169,037.00	\$ 158,898.22	\$ 186,724.15	\$ 198,774.01
JAN	\$ 132,144.00	\$ 142,770.00	\$ 195,423.00	\$ 203,137.00	\$ 188,303.00	\$ 175,492.04	\$ 201,539.51
FEB	\$ 175,232.00	\$ 204,822.00	\$ 222,525.00	\$ 228,165.00	\$ 214,081.01	\$ 256,722.47	\$ 281,349.83
MARCH	\$ 127,285.00	\$ 149,849.00	\$ 150,395.00	\$ 166,133.00	\$ 161,140.16	\$ 163,877.32	\$ 184,924.78
APRIL	\$ 121,607.00	\$ 119,118.00	\$ 138,407.00	\$ 175,455.75	\$ 169,163.00	\$ 157,154.10	
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	\$ 238,789.51	
SEPT	\$ 141,151.17	\$ 158,558.00	\$ 172,552.00	\$ 177,704.47	\$ 188,524.22	\$ 175,835.01	
TOTAL	\$ 1,789,236.17	\$ 1,952,536.00	\$ 2,229,886.00	\$ 2,308,546.44	\$ 2,264,468.02	\$ 2,340,598.21	\$ 1,282,057.04



SECURITIES PLEDGED

The following shows the calculation of deposit coverage for the deposits of The City of Breckenridge held in Clear Fork Bank on: February 26, 2026 and securities pledged as of: February 26, 2026

Checking account balances:	\$	9,745,705.32
CD balances:	\$	-
Total on deposit:	\$	<u>9,745,705.32</u>
FDIC Insurance coverage:		
Checking account balances:	\$	250,000.00
CD balances:	\$	-
	\$	<u>250,000.00</u>
Total Deposit balance		
less FDIC coverage:	\$	<u>9,495,705.32</u>
Securities pledged at market value:	\$	<u>9,699,474.55</u>
Excess securities pledged:	\$	<u>203,769.23</u>

2023 CO BOND

BOND
AMOUNT

• \$8,641,984.74

BANK
TRANSFERS

• \$6,112,772.00

TOTAL
INTEREST
EARNED

• \$809,817.49

CURRENT
BALANCE

• \$3,916,861.49

2023 CO BOND-LOGIC PROJECT EXPENDITURES

STREETS

\$5,053,073.63

PARK IMPROVEMENT

\$779,995.17

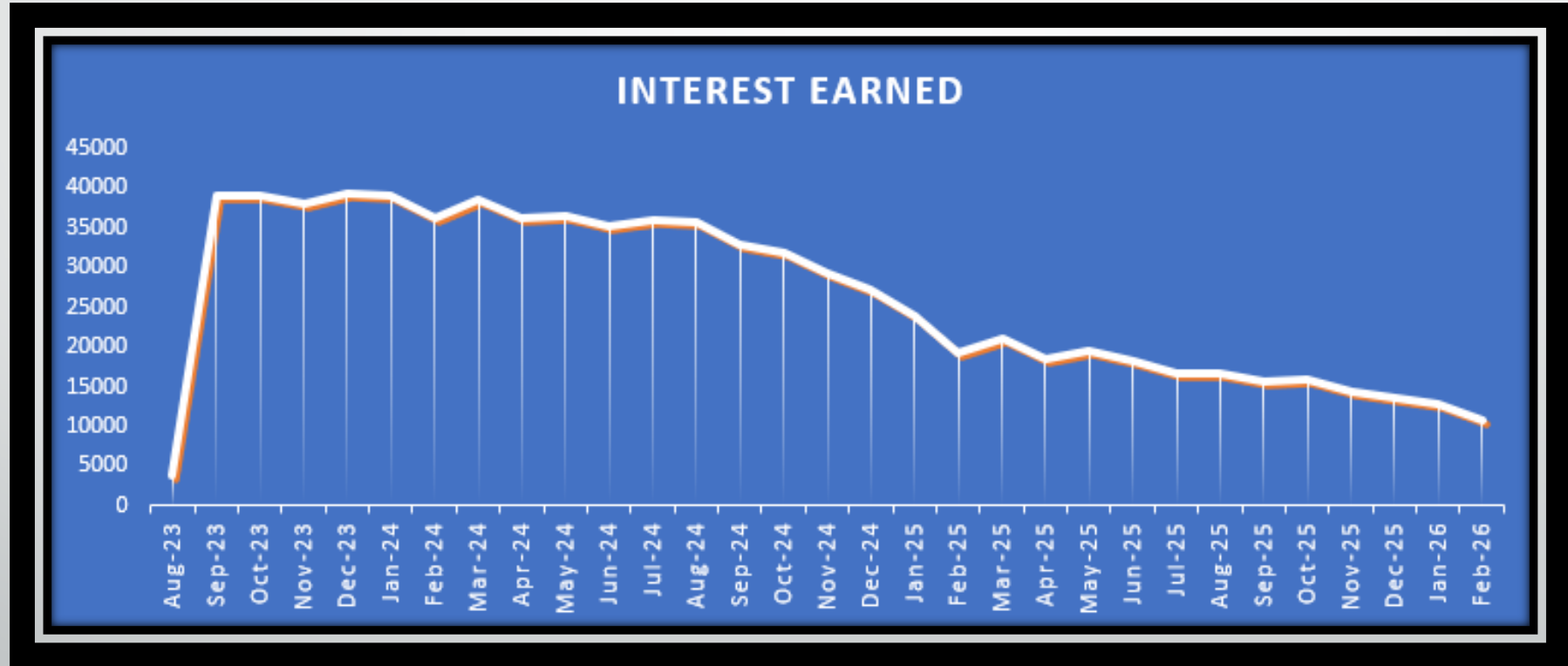
FACILITIES IMPROVEMENT

\$279,118.76

2023 CO BOND-LOGIC INTEREST EARNED

FEBRUARY 2026: \$10,861.74

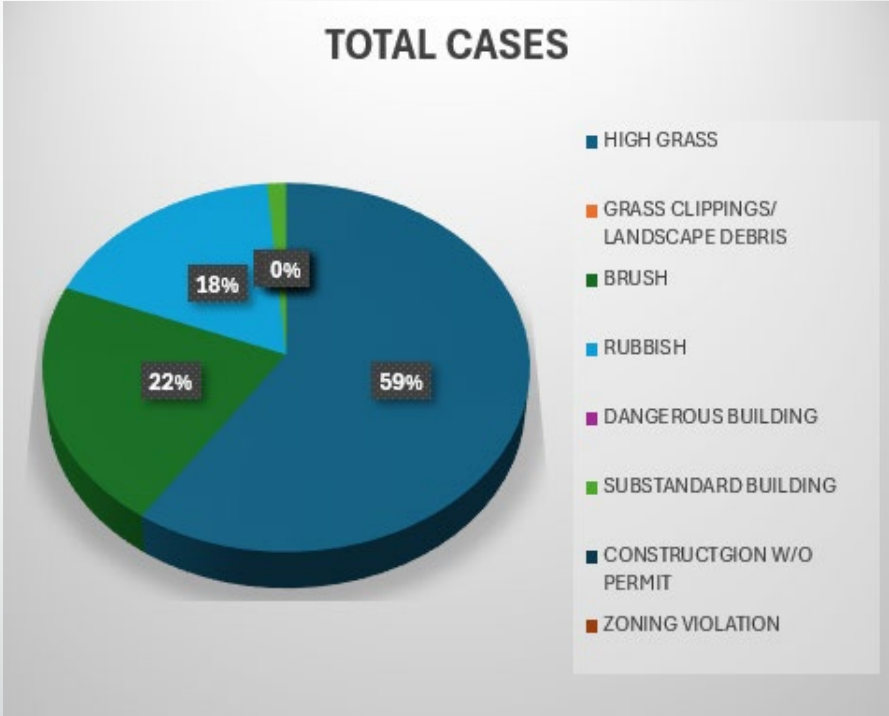
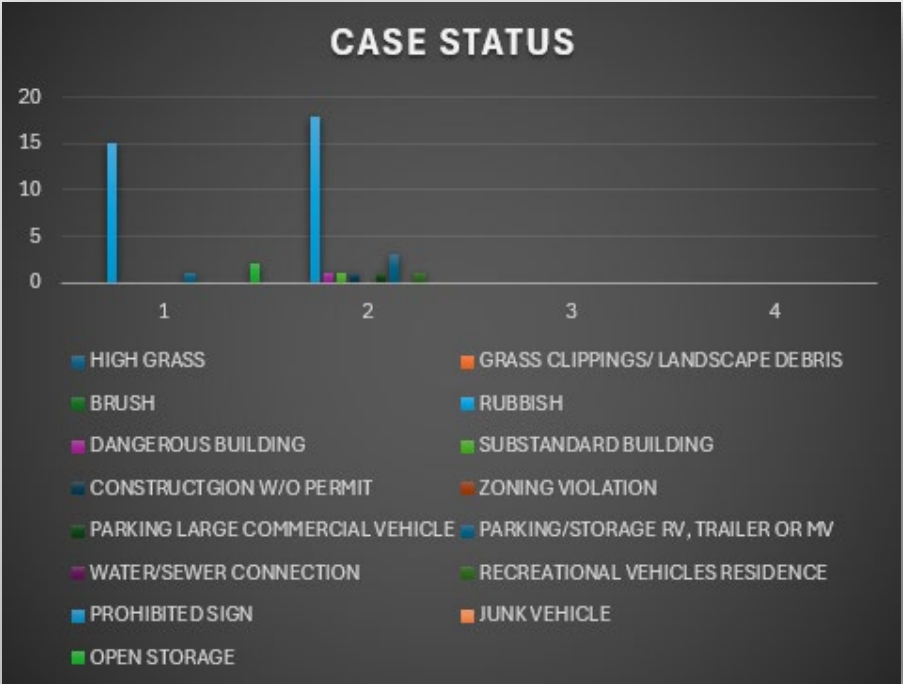
TOTAL: \$809,817.49



BUILDING & DEVELOPMENT

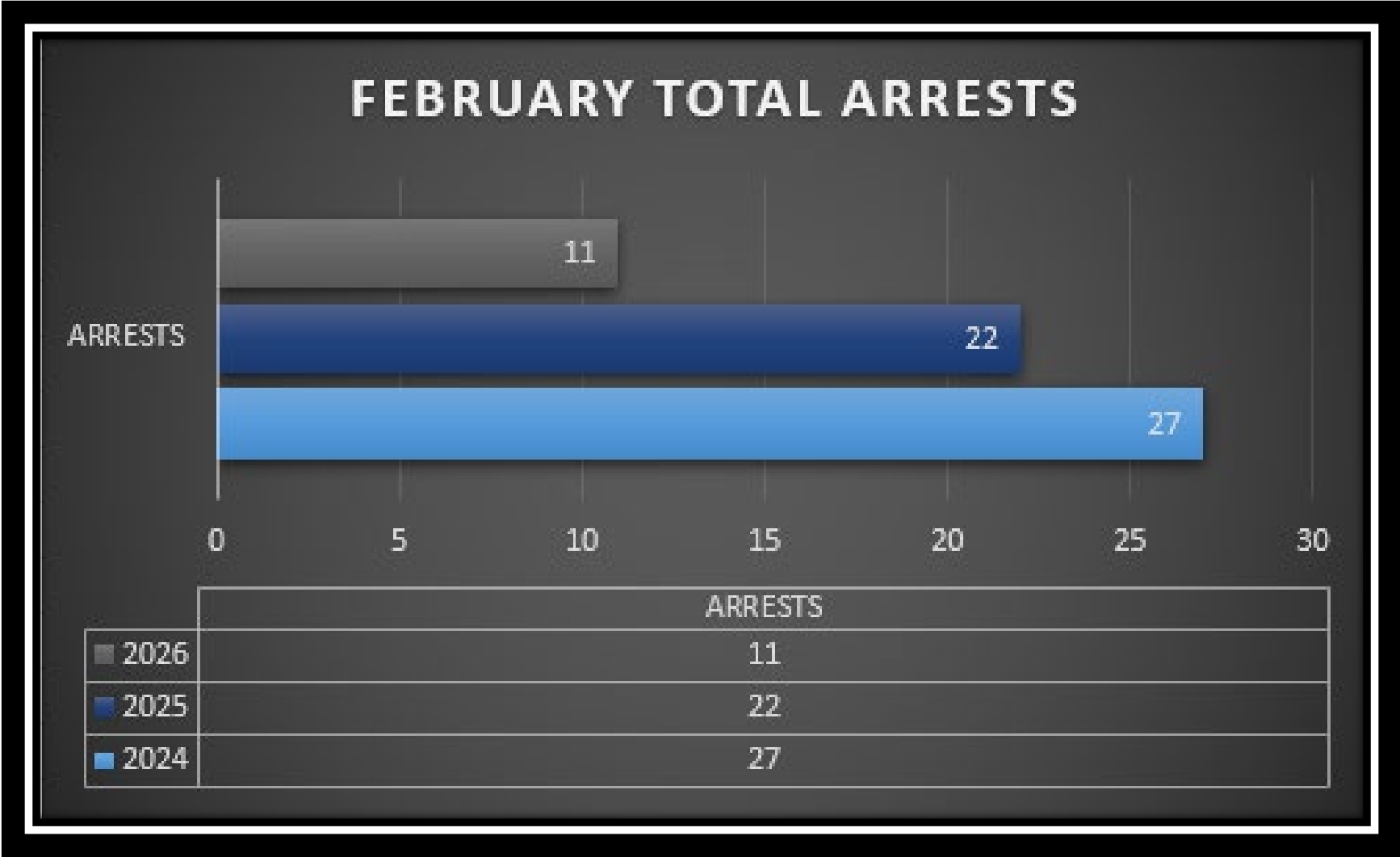
FEBRUARY 2026		FY 2025-2026
Permits Issued:		
Building	10	23
Roof	1	4
Fence, windows, siding, etc.	1	4
Sign	0	0
Mobile home	1	2
Certificate of Occupancy	0	0
Electrical	5	27
Plumbing	1	7
Gas line	1	12
Irrigation	0	0
HVAC	1	6
Moving	0	0
Demolition	0	0
P&Z	0	2
Variance	0	1
Prelim/final plat/replat	0	3 replats
Solicitor/vendor	0	2
Beer/wine/liquor license	0	2
Gaming machine license	1	2
Food Mobile Unit	1	5
Fire alarm	0	1
Fire sprinkler	0	0

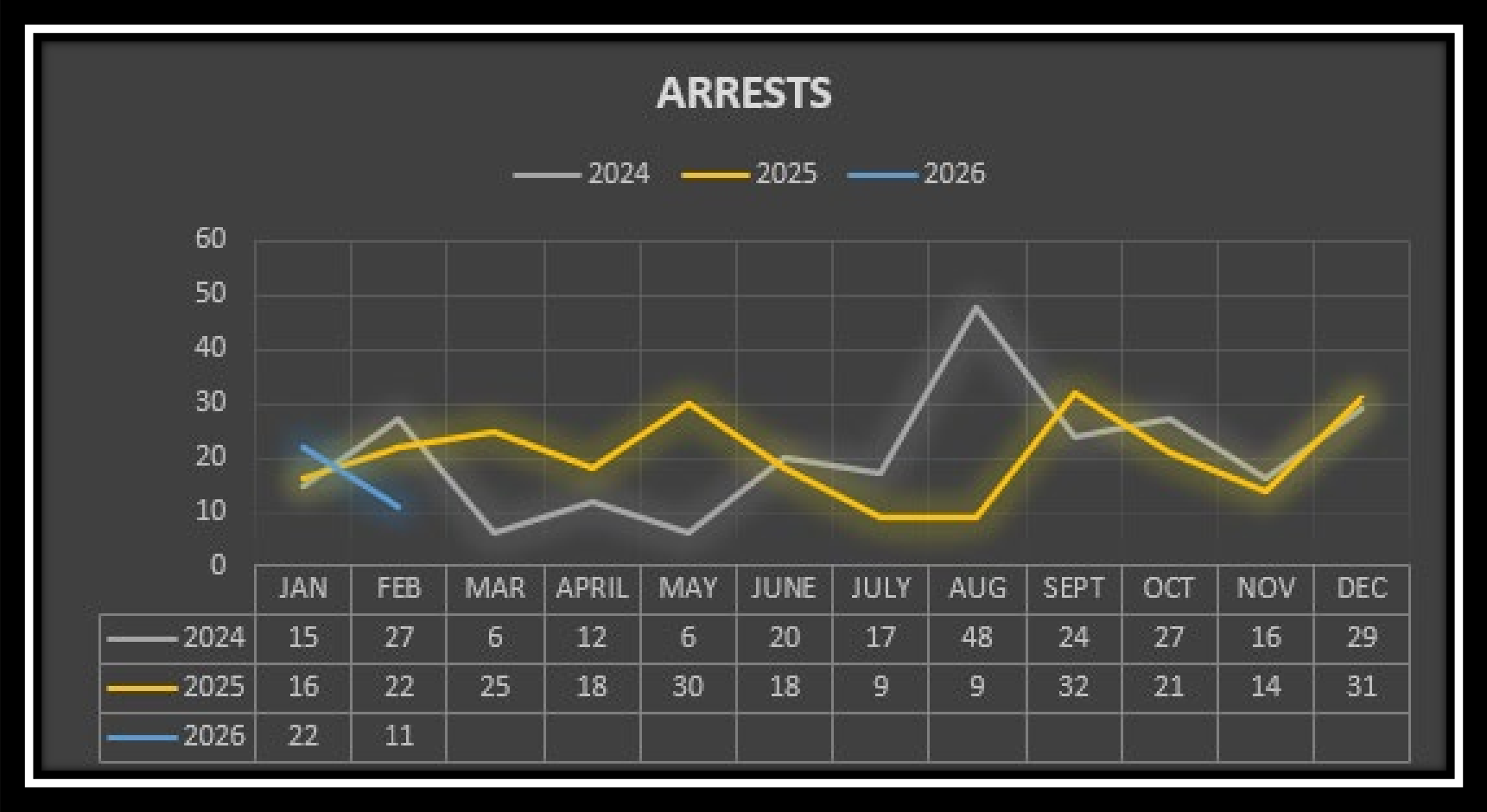
CODE ENFORCEMENT FEBRUARY 2026 CASES: 67



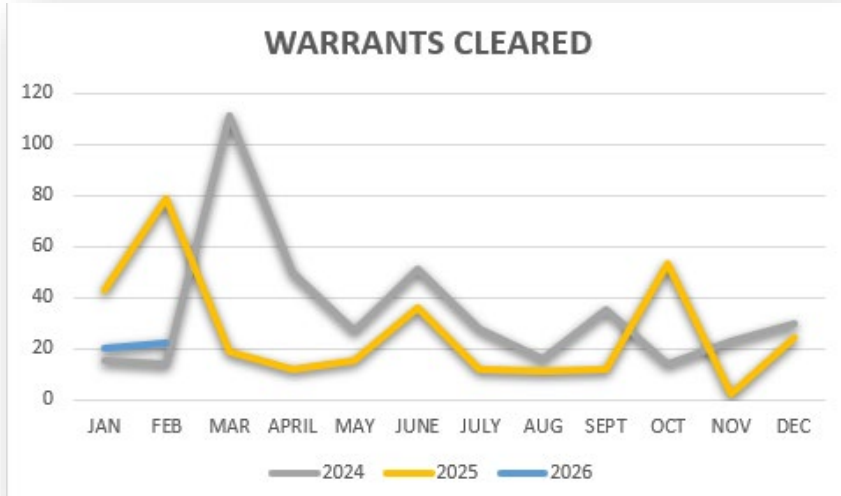
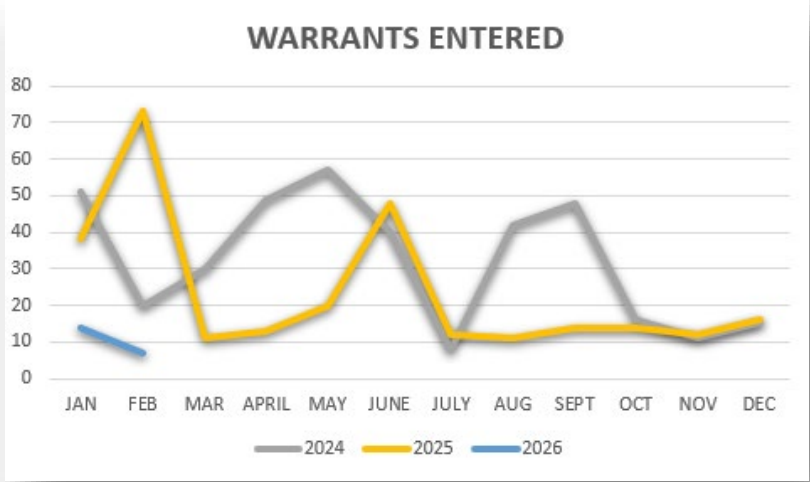
BRECKENRIDGE POLICE DEPARTMENT



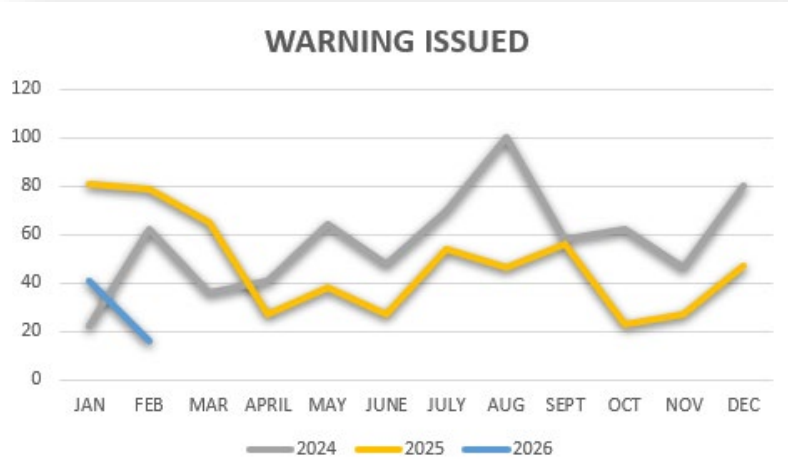
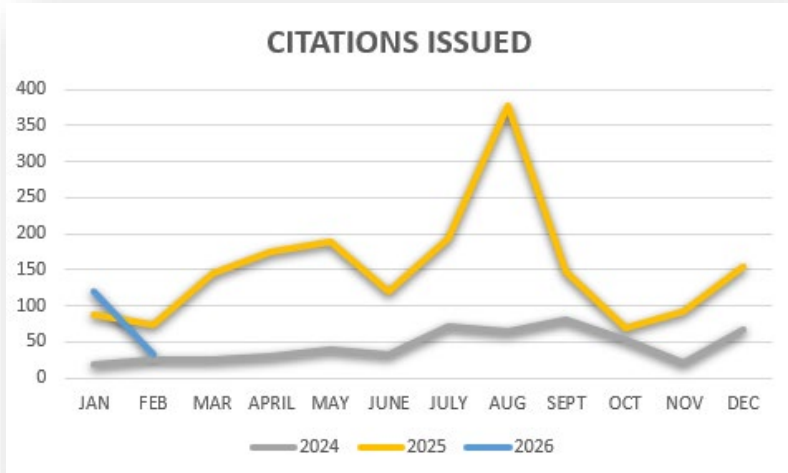
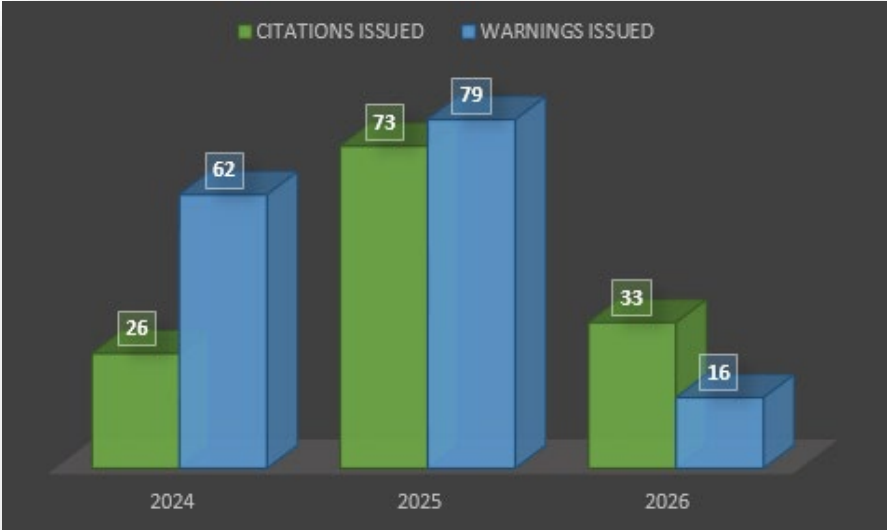




FEBRUARY WARRANTS



FEBRUARY CITATIONS & WARNINGS



FEBRUARY ANIMAL CONTROL

TOTAL CALLS: 281

AGGRESSIVE	2	
BITE		
CARCASS wild 29/domestic 4	33	
INJURED/SICK		
RETURNED TO OWNER IN FIELD		
RUNNING AT LARGE	44	1
NUISANCE/COMPLAINT	1	
WELFARE CHECK	77	
OTHER	123	
TOTAL	280	1

FEBRUARY ANIMAL CONTROL

SHELTER INTAKE		
	CITY	COUNTY
STRAY/RUNNING AT LARGE	16	1
SEIZED BY LAW	3	
OWNER SURRENDER	1	
RABIES QUARANTINE OBSERVATION		
TOTAL	20	1

LEFT THE SHELTER		
	CITY	COUNTY
ADOPTED FROM SHELTER		1
RECLAIMED BY OWNER	13	
RETURNED AFTER QUARANTINE		
TRANSFERRED TO RESCUE PARTNER		
TOTAL	13	1

RABIES QUARANTINE OBSERVATION		
	CITY	COUNTY
HOME QUARANTINE		
SHELTER QUARANTINE		
TOTAL	0	0

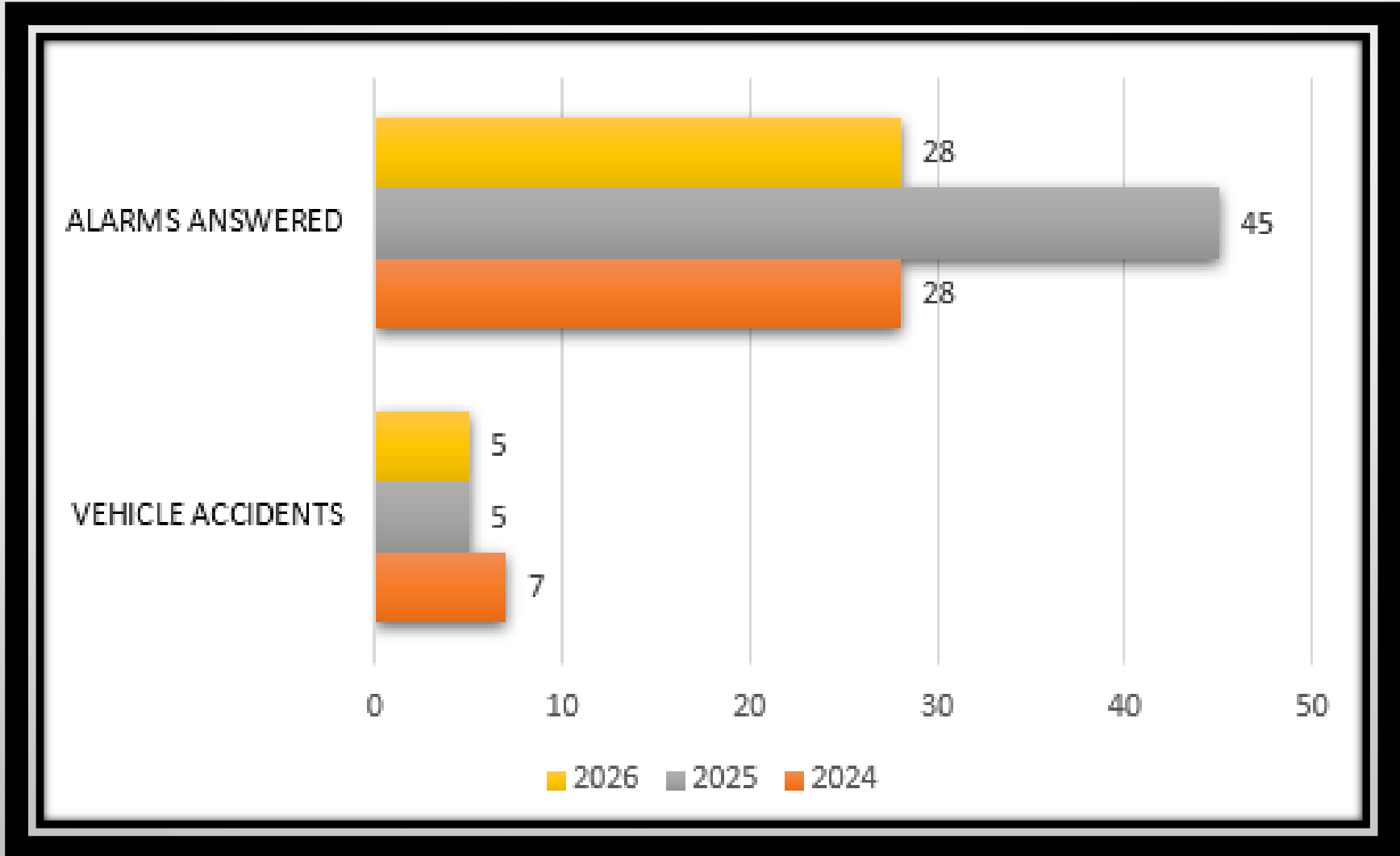
HUMANE EUTHANASIA		
	CITY	COUNTY
BEHAVIORAL	1	
MEDICAL		2
OWNER SURRENDER	1	
TOTAL	2	2

TOTAL IN SHELTER AT END OF MONTH		
CITY	8	
COUNTY	4	
CITY QUARANTINE		
COUNTY QUARANTINE		
TOTAL	12	

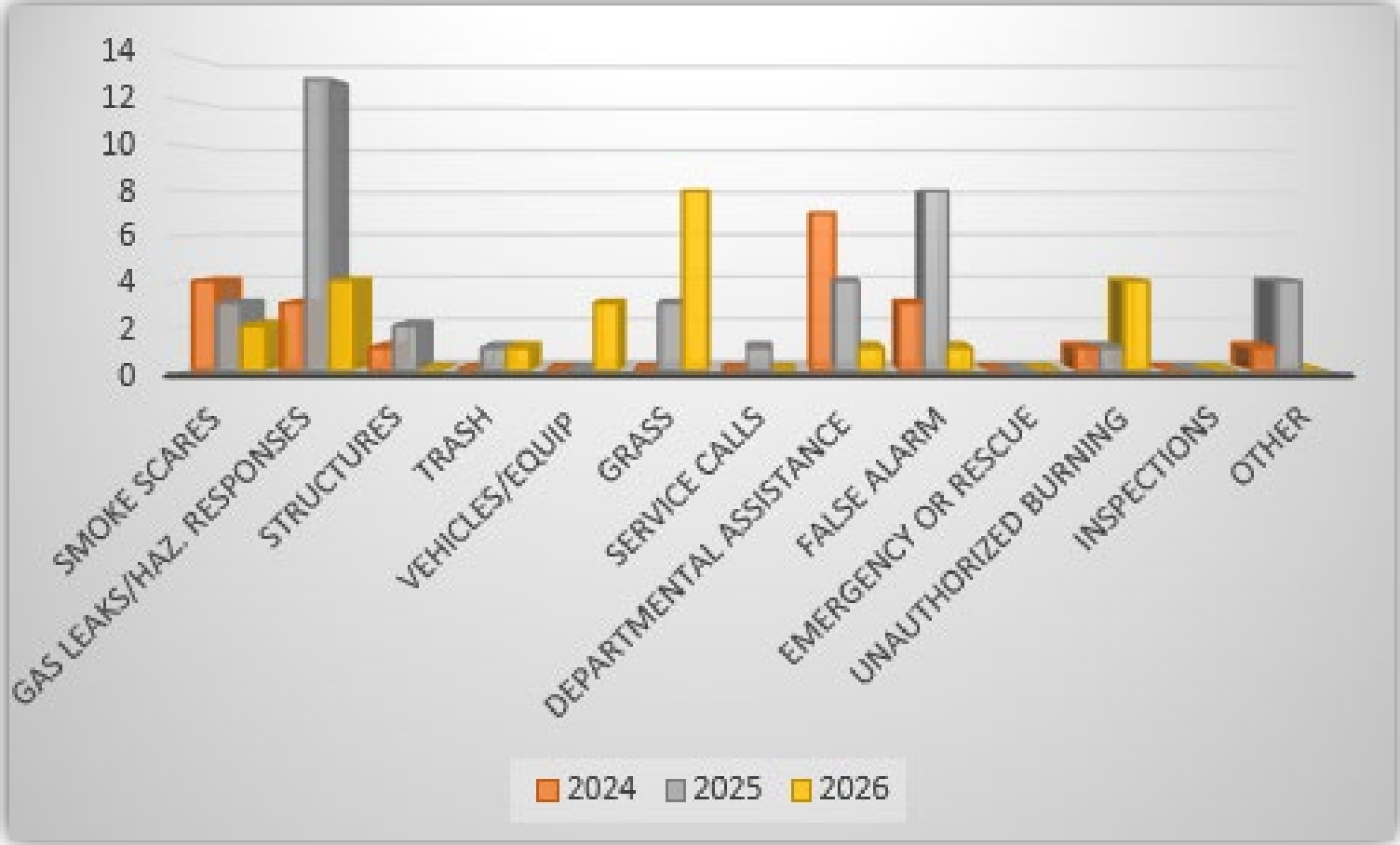
CITATIONS ISSUED	4
WARNING ISSUED	30
CASES IN MUNICIPAL COURT	1

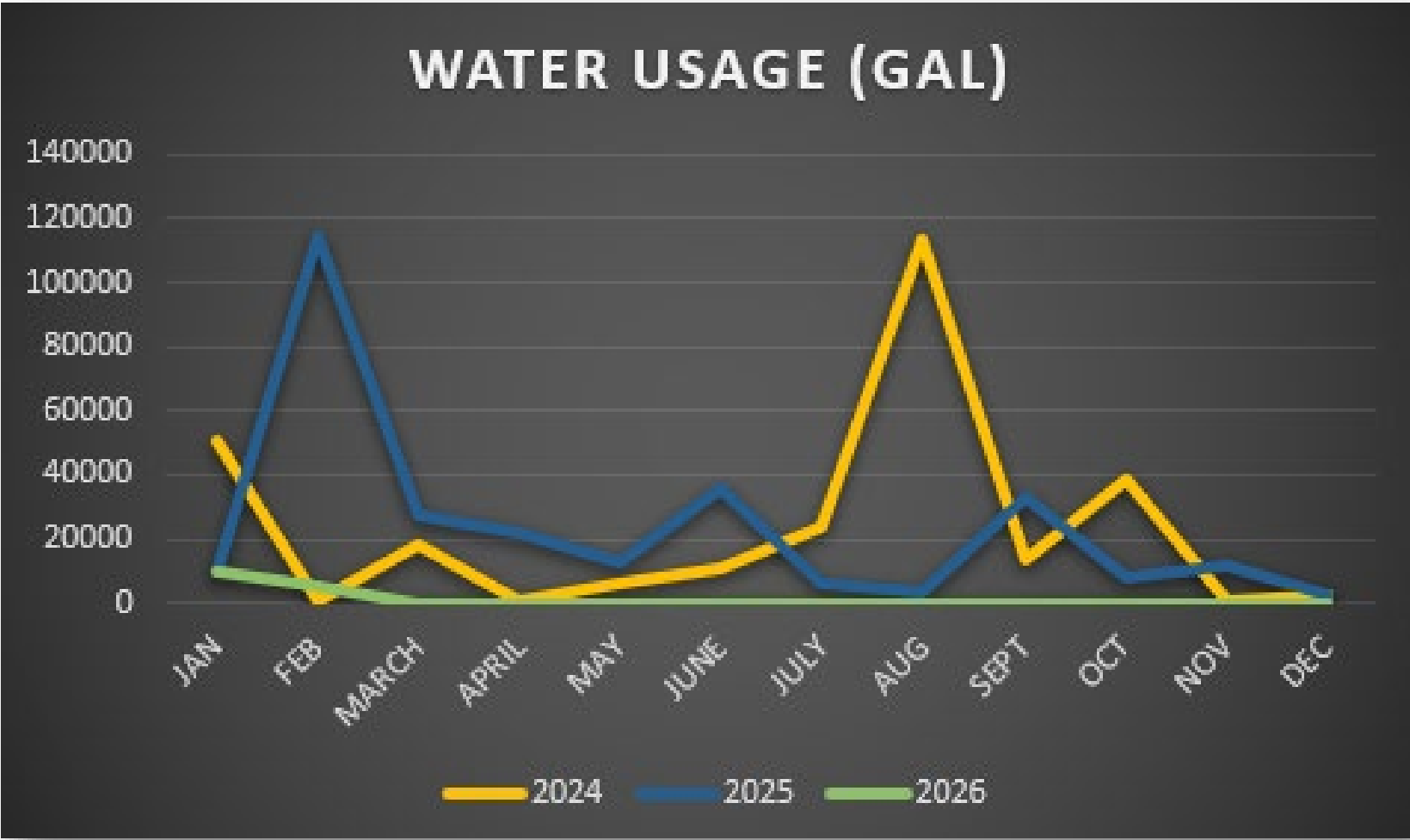


FEBRUARY 2026



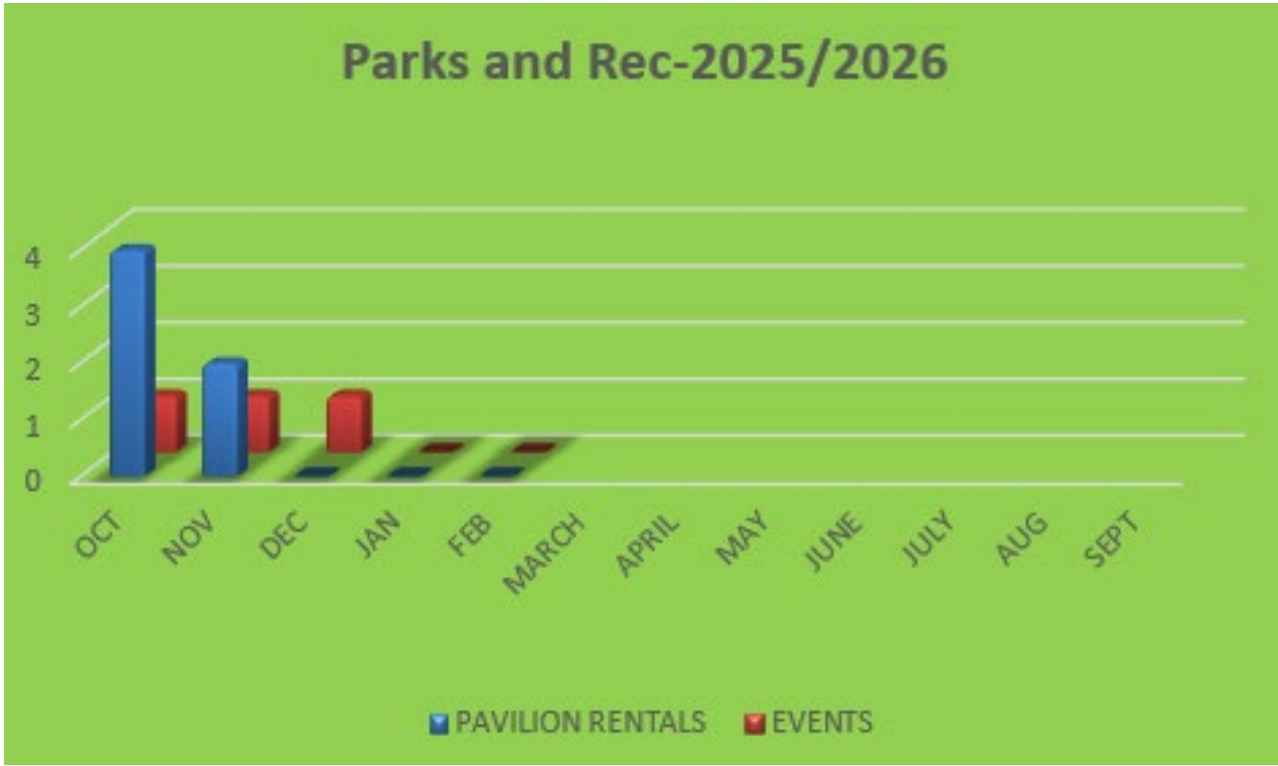
FEBRUARY CALLS FOR SERVICE



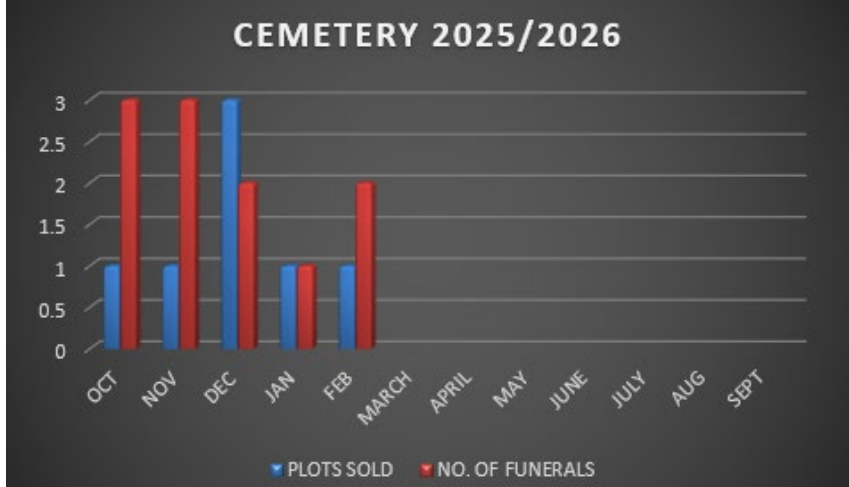




PARKS & CEMETERY



- 0 pavilion rentals
- 0 trade barn rentals
- 0 volleyball court rental
- 0 pickleball rental
- Maintaining Downtown clean-up
- Heavy usage at the parks
- Maintaining all the parks



2 funerals to report

1 space sold for \$600

Helping Parks clean-up for events

Maintaining Cemetery

Maintaining equipment

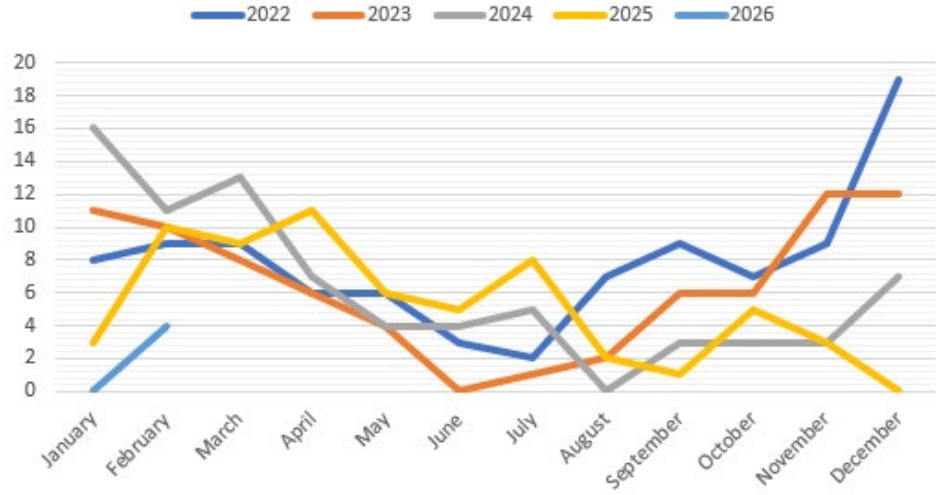
CEMETERY

PUBLIC

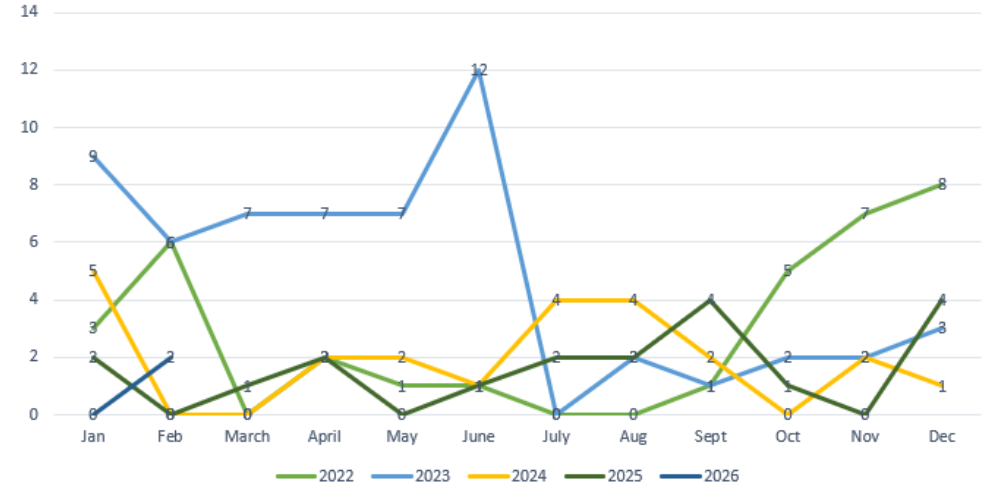


WORKS

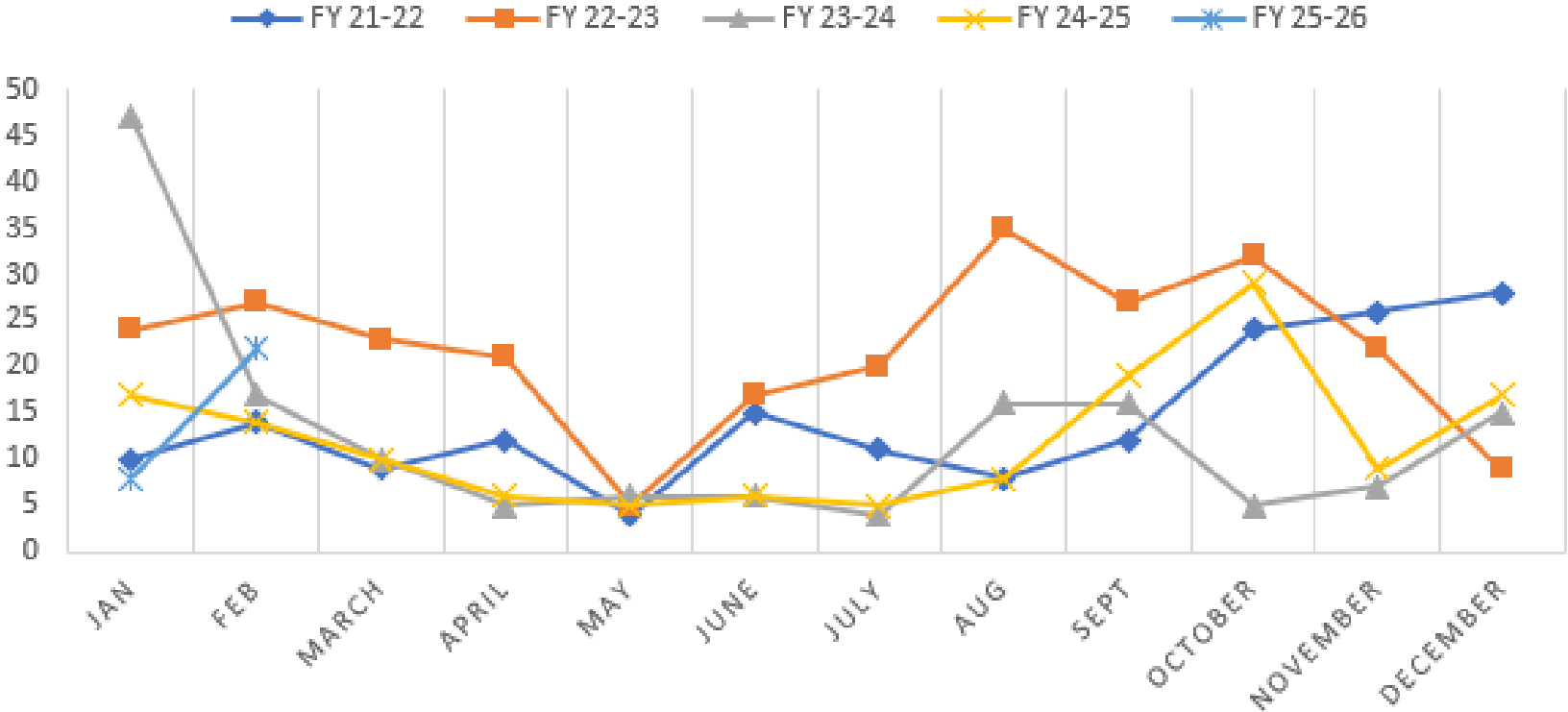
SEWER STOPPAGES



Meter Leak Report



WATER LEAKS





BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of Resolution 2026-10 re-appointing Scott Harris as Director on the WCTMWD Board for a term set to expire May 31, 2028.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Scott Harris is currently serving as a Director on the WCTMWD Board of Directors. His term expires in May 2026. He is willing to continue to serve, representing the City of Breckenridge.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of Resolution 2026-10 as presented.



WEST-CENTRAL-TEXAS-MUNICIPAL-WATER-DISTRICT

410 Hickory Street, Abilene, TX 79601, Phone 325-673-8254, Fax 325-673-8272, www.wctmwd.org

March 2, 2026

Mayor Sims
City of Breckenridge
105 N. Rose
Breckenridge, TX 76424-3531

Dear Mayor Sims:

Our records indicate that Scott Harris' term as Director on the WCTMWD Board will expire this May.

Please notify me at your first convenience of his reappointment or replacement. **Ideally, we would like to receive all appointments by May 1, 2026 in order to be prepared for the May 20th Board meeting.** Please let me know if I can be of any assistance.

Sincerely,

Debbie Strayer
Administrative & Finance Specialist
debbie.strayer@wctmwd.org

CC: Scott Harris

RESOLUTION NO. 2026-10

A RESOLUTION OF THE CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS, APPOINTING A MEMBER TO THE BOARD OF DIRECTORS OF THE WEST CENTRAL TEXAS MUNICIPAL WATER DISTRICT.

WHEREAS, the City Commission of the City of Breckenridge is charged to annually appoint a member to the Board of Directors of the West Central Texas Municipal Water District; and

WHEREAS, the term of office for Scott Harris does expire on May 31, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS AS FOLLOWS:

That Scott Harris be reappointed to the Board of Directors of the West Central Texas Municipal Water District for a two-year term which shall expire on May 31, 2028.

PASSED AND APPROVED by the City Commission of the City of Breckenridge, Stephens County, Texas on this the 7th day of April 2026.

APPROVED:

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Discussion and any action regarding approval of BEDC entering into a Purchase and Sale Agreement with Breckenridge ISD for Project Sage Bush Development

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The BEDC Board seeks to invite the Breckenridge ISD into a Purchase and Sale Agreement with the following terms to be discussed for a shared lift station with the Opinion of Project Construction Costs of \$1,285,608.

- BEDC would sell approximately 14 acres of the Sage Bush property to BISD for \$189,000.
- Proceeds from the land sale would be applied toward BISD’s share of lift station costs.
- BISD would contribute an additional \$300,816 to meet its total proportional share of \$489,816.
- BEDC would fund the remaining lift station cost of \$795,792.
- BEDC’s contributions would align with the construction schedule associated with BISD’s development.
- Any unused contingency funds would be reimbursed or credited back to BISD.

FINANCIAL IMPACT:

City – NA
BEDC - \$795,792
BISD - \$489,816

STAFF RECOMMENDATION:

Consider approval of BEDC entering into a Purchase and Sale Agreement with the BISD.



March 24, 2026

Mr. Nic McClymond, President
 Breckenridge Independent School District
 208 North Miller Street
 Breckenridge, Texas 76424

Dear Mr. McClymond,

On behalf of the Breckenridge Economic Development Corporation (BEDC), I would like to invite Breckenridge ISD to consider participating in a Purchase and Sale Agreement with the BEDC in support of the recently approved \$39 million bond for the construction of a new elementary school. We believe the school would be a strong complement to the planned multifamily, single-family, and retail components of the Project Sage Bush development.

We respectfully offer the following proposed terms for consideration:

- BEDC would sell approximately 14 acres of the Sage Bush property to BISSD for \$189,000.
- Proceeds from the land sale would be applied toward BISSD's share of lift station costs.
- BISSD would contribute an additional \$300,816 to meet its total proportional share of \$489,816.
- BEDC would fund the remaining lift station cost of \$795,792.
- BEDC's contributions would align with the construction schedule associated with BISSD's development.
- Any unused contingency funds would be reimbursed or credited back to BISSD.

The Project Sage Bush site is wholly owned by the BEDC and has been annexed into the City of Breckenridge. The development presents an opportunity to increase ad valorem tax revenue for the city, Stephens County, Stephens Memorial Hospital, and BISSD. Our broader strategy is to increase rooftops and traffic flow in the Walmart corridor, thereby supporting additional retail development and generating increased sales tax revenue for the community.

Thank you for your consideration of this opportunity. We look forward to the possibility of working together to support the future growth of Breckenridge and its educational infrastructure.

Sincerely,

Jacob Cornwall
 Vice President
 Breckenridge Economic Development Corporation

Project Sage Bush

Site Development Discussion Revised

This document summarizes the preliminary discussion regarding infrastructure costs associated with the proposed development of a new Breckenridge Independent School District (BISD) elementary school within the Project Sage Bush development area.



Water OPCC	\$ 137,375
Sanitary Sewer OPCC	\$ 172,260
Storm OPCC	\$ 299,100
Lift Station OPCC	\$1,071,340
Paving OPCC	\$ 406,775
Contingency 20% (construction standard)	\$ 417,370
Total OPCC w Contingency	\$2,504,220
*The total does not reflect costs associated with testing, engineering design, and permitting fees.	
**There will be other costs associated with erosion control & SWPPP, Engineering (design & studies), CMT, Soft costs, Earthwork, Sidewalk, & Street lights, Street signage/markings, Pavement remove/repair for water/sewer crossings, assumed offsite sewer alignment could be outside the existing pavement, Landscaping & design	

The primary focus of the current discussion between the Breckenridge Economic Development Corporation (BEDC) and BISD relates to the shared construction costs of the sanitary sewer lift station, which is required to support the broader development area.

Breckenridge EDC Proposal

(****All final decisions must have Breckenridge EDC Board approval*)

The Breckenridge EDC evaluates the cost of the Lift station to be:

Lift Station OPCC	\$1,071,340
Contingency 20%	\$ 214,268
Total Lift Station OPCC Development	\$1,285,608

Based on current planning assumptions, BISD is estimated to utilize approximately 38.1% of the lift station capacity.

38.1% of the total lift station development cost of \$1,285,608 equals an estimated BISD participation amount of \$489,816.

Breckenridge Sewer Projections										
Basin	Use	Acres	Average Daily Flow (gpad)	Average Daily Flow(gpd)	Average Daily Flow (MGD)	Peak Flow Factor	Peak Flow (gpd)	Peak Flow (MGD)	% of Total	
School	School	14	1500	21000	0.021	5.0	105000	0.105	38.1%	
	Inflow & Infiltration	14	650	9100	0.009	1.0	9100	0.009		
Single - Family	SF	10	1730	17300	0.017	5.0	86500	0.087	31.0%	
	Inflow & Infiltration	10	650	6500	0.007	1.0	6500	0.007		
Multi - Family	MF	4	4500	18000	0.018	5.0	90000	0.090	30.9%	
	Inflow & Infiltration	4	650	2600	0.003	1.0	2600	0.003		
*Reference City of McKinney Design Manual.							Total:	299700	0.300	1.000

Proposed Cost Participation Structure

- BEDC would sell approximately 14 acres of the Sage Bush property to BISD for \$189,000.
- The proceeds from this land sale would be committed toward BISD's share of lift station costs.
- BISD would contribute an additional \$300,816 to meet its total proportional share of \$489,816.
- BEDC would fund the remaining lift station cost of \$795,792.
- BEDC contributions would align with the construction schedule associated with BISD development.
- Any unused contingency funds would be reimbursed or credited back to BISD.

Overall Development Costs		\$2,504,220
Shared Lift Station Costs		\$1,285,608
BEDC Contribution	\$795,792	
BISD Contribution	\$489,816	
BISD % of Current Development Cost Projections		19.5%
BISD % of Lift Station Costs		38.1%



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding award of construction contract related to the TX-CDBG #CDM22-0020 Downtown Revitalization Project

Department: Administration

Staff Contact: Cynthia Northrop

Title: Admin

BACKGROUND INFORMATION:

The City of Breckenridge was awarded a Downtown Revitalization grant in the amount of \$500,000 for sidewalk improvements at the intersection of Rose Avenue and Elm Street. Due to favorable construction pricing, the project was completed under budget, allowing the City to allocate remaining funds toward additional infrastructure improvements.

As a result, the City planned to pave Elm Street from Rose Avenue to McAmis Street. This segment coincides with ongoing water line improvements being completed through the Texas Water Development Board (TWDB) Drinking Water State Revolving Fund (DWSRF) program. Construction sequencing was coordinated so that water line replacement on W. Elm Street, specifically between Rose Avenue and McAmis Street, would be completed first, allowing pavement improvements to immediately follow.

In February, the City issued a Request for Proposals (RFP) for the paving project and received two bids. Both submissions significantly exceeded the project budget, leading the City Commission to reject all bids and authorize the project to be rebid.

Following the second solicitation, two bids were received:

- Raydon, Inc.: \$224,692.41
- Salvation Site Services: \$248,028.00
-

The City currently has \$148,692 available for the project. The engineer's estimate was approximately \$200,000, with an anticipated City contribution of approximately \$50,000 to cover the funding gap.

Although the rebid amounts exceeded the original estimate, the project engineer has reviewed the submissions and recommends awarding the contract to Raydon, Inc. as the lowest responsible bidder in the amount of \$224,692.41. Approval of this bid will require a City contribution of approximately \$76,000 to complete the project.

FINANCIAL IMPACT:

Funding Summary

The project is funded through a **\$500,000 grant** with a **required local match of \$75,000**. The City is also contributing **\$18,500 in additional local funds** to support Phase II engineering.

- **Grant Funds:** \$500,000
- **Local Match:** \$75,000
- **Additional Local Funds:** \$18,500

Total Project Budget: \$593,500

Budget Overview

- **Administration:** \$35,000 (Grant)
- **Engineering Phase I:** \$105,400 (\$65,400 Grant / \$40,000 Local Match)
- **Engineering Phase II:** \$18,500 (Additional Local Funds)
- **AAJ Construction (Phase I – Sidewalks):** \$285,908
 - \$270,302.61 Grant / \$15,605.39 Local Match
- **Construction Phase II (Elm Street):** \$148,692
 - \$129,297.39 Grant / \$19,394.61 Local Match

STAFF RECOMMENDATION:

Move to award the construction contract related to the TX-CDBF #CDM22-0020 Downtown Revitalization Project to Raydon Inc, and authorize the City Manager to execute the documents.



March 20, 2026

City of Breckenridge
105 N Rose Ave.
Breckenridge, Texas 76424
Attn: Ms. Cynthia Northrop

**Re: Recommendation of Award
TXCDBG Downtown Revitalization Program Sidewalk Improvements – Phase 2 REBID
City of Breckenridge**

Dear Ms. Northrop

Bids for the referenced project were opened on March 9, 2026. Two (2) bids were received, and the bid tabulation was published the same day. The bid tabulation is attached for reference. The apparent low bidder is Raydon Construction, Inc., of Breckenridge, Texas.

The responsiveness of the bidder has been evaluated for conformity with all material conditions of the Advertisement to Bid and the Information for Bidders.

Based upon the evaluation findings, it is recommended that the construction contract for the City of Breckenridge – TXCDBG Downtown Revitalization Program Sidewalk Improvements – Phase 2 REBID Project be awarded to Raydon, Inc., as the lowest, qualified bidder, in the total amount of **\$224,692.41**.

We look forward to working with the City of Breckenridge as this project moves into the construction phase.

Sincerely,

Enprotec / Hibbs & Todd

A handwritten signature in blue ink that reads 'Sage Diller'.

Sage Diller, P.E.

SD/jd

Encl: Bid Tabulation

c: Breckenridge City Commission
Project File 8699.01

V:\Vault\Abilene Data\Data\Projects\Breckenridge, City of\8699 DTR Sidewalk Improvements\8699.01 DTR Sidewalk Imp - Phase 2\5. Bidding Phase\REBID\Bidder Evaluation\Letter of Recommendation.doc

Enprotec / Hibbs & Todd, Inc., 402 Cedar Street, Abilene, Texas 79601


TABULATION OF BIDS FOR: TXCDBG #CDM22-0020 Downtown Revitalization Program Sidewalk Improvements-Phase 2 REBID, City of Breckenridge, Texas

BIDS RECEIVED: 3/9/2026

PE Firm Registration No. 1151

BASE BID				Raydon Construction		Salvation Site Services	
Item No.	Quantity	Unit	Item	Unit Cost	Amount	Unit Cost	Amount
1	1	LS	Mobilization, Bonds & Insurance	\$ 5,000.00	\$ 5,000.00	\$ 20,781.00	\$ 20,781.00
2	1	LS	Traffic Control Plan	\$ 2,500.00	\$ 2,500.00	\$ 2,694.00	\$ 2,694.00
3	1	LS	Prepare & Implement Stormwater Pollution Prevention Plan	\$ 4,000.00	\$ 4,000.00	\$ 4,444.00	\$ 4,444.00
4	1	LS	Site Demolition	\$ 27,434.00	\$ 27,434.00	\$ 9,215.00	\$ 9,215.00
5	1,735	SY	Remove & Dispose of Existing Asphalt	\$ 6.75	\$ 11,711.25	\$ 17.38	\$ 30,154.00
6	296	CY	Additional Flexible Base	\$ 68.50	\$ 20,276.00	\$ 86.22	\$ 25,521.00
7	970	GAL	Prime Coat (MC-30 or AE-P) (0.20-0.30 GAL/SY)	\$ 6.50	\$ 6,305.00	\$ 2.58	\$ 2,500.00
8	188	TON	HMAC Type "D" (2") (PG 70-22) Pavement	\$ 209.32	\$ 39,352.16	\$ 238.62	\$ 44,861.00
9	128	SY	4" Thick Class "A" Concrete Sidewalk	\$ 258.00	\$ 33,024.00	\$ 77.22	\$ 9,884.00
10	705	LF	Standard 6" Curb and Gutter	\$ 33.00	\$ 23,265.00	\$ 37.90	\$ 26,716.00
11	125	SY	Standard Concrete Driveway Apron	\$ 196.00	\$ 24,500.00	\$ 110.08	\$ 13,760.00
12	1	LS	Standard Pavement Markings	\$ 2,000.00	\$ 2,000.00	\$ 3,888.00	\$ 3,888.00
13	1	EA	Concrete Manhole Collar	\$ 1,100.00	\$ 1,100.00	\$ 1,666.00	\$ 1,666.00
14	1	EA	Manhole Rim Adjustment	\$ 500.00	\$ 500.00	\$ 1,666.00	\$ 1,666.00
15	1	LS	Temporary Project Signage	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
16	1	LS	New Electrical Rack, Lighting, Panel, Food Truck Pedestals	\$ 22,725.00	\$ 22,725.00	\$ 49,778.00	\$ 49,778.00
TOTAL BASE BID PRICE (Items 1 thru 16)					\$ 224,692.41		\$ 248,028.00

I, SAGE DILLER, P.E. #96645, DO HEREBY CERTIFY THAT THE ABOVE REFERENCED BIDS WERE RECEIVED, IN ACCORDANCE WITH THE ADVERTISED PROCEDURES, OPENED, AND READ ALOUD. THE BID TABULATION HEREIN IS A TRUE AND ACCURATE REPRESENTATION OF THE BIDS READ ALOUD.


 SAGE DILLER, P.E., #96645



3/10/2026



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of Frontier Days 2026

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City has a contract with the Chamber of Commerce for the expenditure of Hotel/Motel Funds that must meet certain criteria; generally, tourist activities/advertising. Frontier Days is a long-standing two-day event that the Chamber leads, and the City supports in a variety of ways including use of the park for the variety of activities and city employees to assist.

This year’s Frontier Days will be at the City Park and will be held Friday and Saturday, May 1st and 2nd. So far, this year’s events include bounce houses, volleyball tournament, Chuck Wagon Cook-Off, Beauty Pageant, Breck’s Got Talent, Food Trucks, Beer Garden, Vendors, rock-wall climbing, Air Vac, Dunking Booth (Rotary), and live music.

FINANCIAL IMPACT:

NA (HOT funds managed by Chamber via City/Chamber Agreement will contribute to cost of event)

STAFF RECOMMENDATION:

Consider approval of Frontier Days 2026



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of Interlocal on the Waiving of Back Taxes

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

This interlocal involves the waiving of back taxes by all taxing entities as it relates to the City’s efforts to address substandard/dangerous homes in the City of Breckenridge. The City has actively been addressing these properties over the years in an effort to get substandard homes either in compliance with our ordinances or to declare them dangerous buildings and get them demolished, thereby creating additional in-fill projects by selling the lot (sealed bid process) for a new owner to rebuild new homes (assuming the lot is not in the floodplain). In many cases, this creates an issue where there are back taxes due on the property(s) that then become the responsibility of the new owner.

The following benefits accrue to all taxing entities:

1. Reduces liability for the new owner which encourages investment in buying/building a new home.
2. Increases tax base by adding a new quality home to the tax roll.
3. Serves to beautify Breckenridge, reducing overall blight.

Instead of each taxing entity taking action to waive back taxes each time, this interlocal with all taxing entities will allow one-time approval of the ILA thereby reducing staff time and streamlining the process.

FINANCIAL IMPACT:

This serves to increase the overall tax base with new quality housing.

STAFF RECOMMENDATION:

Consider approval of Interlocal on the Waiving of Back Taxes.



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any action regarding approval of an update to the Stephens County Street Interlocal

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City and the County have a Street Interlocal Agreement and would like to update it to include parking lot work which would allow the City to partner with the County for parking lot improvements.

The County owns property, a vacant lot on the northeast corner of Baylor/Elm intersection, north of the Law Enforcement Center and the Annex Building and would like to construct a gravel parking lot (red square below). They are seeking the City’s participation; specifically, reimbursement for a portion of the material. The County is also contributing to the material cost as well as providing the labor and equipment.

This will provide additional parking in the downtown area.



FINANCIAL IMPACT:

Approximately \$3,500.

STAFF RECOMMENDATION:

Consider approval of update to the Stephens County Interlocal Agreement for Streets.

AMENDED INTERLOCAL AGREEMENT

This Amended Interlocal Agreement (the “Agreement”) is entered on the ____ day of _____, 2026 (the “Effective Date”) by and between the City of Breckenridge, Texas, a Texas home-rule municipality operating under Article XI, Sec. 5 of the Texas Constitution (the “City”) and Stephens County, a political subdivision of the State of Texas (the “County”).

RECITALS

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

WHEREAS, “governmental functions and services” include functions related to “streets, roads, and drainage” pursuant to Section 791.003 of the Texas Government Code;

WHEREAS, the City has the power pursuant to Section 3.11 of the City Charter to maintain streets and the County is authorized to “spend county money to finance the construction, maintenance, or repair of a street...in the county that is located in [a] municipality” pursuant to Section 251.012 of the Texas Transportation Code;

WHEREAS, the City and the County entered into an Interlocal Agreement dated May 2, 2023 to share costs and labors regarding street repair; and

WHEREAS, the City and the County are mutually interested in improving the streets and parking lots within the City and wish to enter into this Agreement to amend the previous Interlocal Agreement to add parking lots as eligible for joint repair efforts by the parties.

AGREEMENT

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

1. Selection of Streets/Parking Lots to be Repaired. The City, through the City Manager, and the County, through the County Judge, shall mutually agree on streets/parking lots within the City to be repaired under this Agreement, and on the timing of such repairs.
2. Division of Labor and Expenses. For any streets/parking lots repaired jointly by the City and the County under this Agreement, the City agrees to provide the materials for the repairs and the County agrees to provide the labor and equipment to make the repairs. However, should additional equipment need to be rented to perform such repairs, as determined by the County Judge and agreed to by the City Manager, the County shall rent such equipment and the City agrees to reimburse half the cost of such rental expense.
3. Performance of Repairs. The County agrees that it shall have the sole responsibility for overseeing the repair work done and the equipment used for such repairs. The City agrees to provide reasonable staff and equipment to assist with traffic control during such repairs if requested by the County.

4. General.

- (a) *Term.* The term of this Agreement shall be two years, beginning on the Effective Date and ending on _____. This Agreement shall automatically renew unless either party provides notice to the other party that it does not wish to renew at least ninety (90) days before the end of the then-current term.

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

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

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

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

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

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

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

This Interlocal Agreement was duly approved by the City Commission of the City of Breckenridge on the ___ day of _____ 2026.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L

This Interlocal Agreement was duly approved by the Commissioners Court of Stephens County on the _____ day of _____ 2026.

Michael Roach, County Judge

ATTEST:

Jackie Ensey, County Clerk



W Dyer

E Dyer St

Item 11.



N Rose Ave
ly viewed

W Elm

E Elm St

N Merrill St

Blackhorse
mercantile & Cafe



W Williams

idge Ave

E Williams St

67



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of MVBA Municipal Court Collections Agreement.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Currently, Municipal Court Collection services are provided by Perdue, Brandon, Fielder, Collins & Mott. We would like to update the provider of these services to MVBA (McCreary, Veselka, Bragg & Allen) as we have not been satisfied with the level of service and communication with our current court collections provider. MVBA provides additional services that increase our collection efforts and that will be a benefit to the Municipal Court Collections.

Municipal Court Collections services include legal, enforcement of the collection of delinquent municipal court fines, fees, court costs, etc., in accordance with Article 103.0031, Texas Code of Criminal Procedure.

FINANCIAL IMPACT:

Article 103.0031 defines and provides for the amount MVBA may charge for these services, which is 30% of the amount of the Fines and Fees collected by the Court. This amount is the same for the current services provided by Perdue (et all).

STAFF RECOMMENDATION:

Consider approval of Municipal Court Collections Agreement with MVBA.

III.

MVBA shall forward to the City all cashier's checks or money orders received by MVBA made payable to the City and any correspondence from the defendants. Cashier's checks or money orders received by MVBA, payable to MVBA, will be deposited daily into the MVBA Trust Account. MVBA may collect the amount due from the defendant by credit card or electronic draft, the funds of which shall be deposited into the MVBA Trust Account. MVBA shall remit to the City, weekly, all funds deposited into the MVBA Trust Account, along with an invoice detailing the docket number, name of the defendant, the amount paid by the defendant to MVBA or directly to the City, and the MVBA fee percentage and fees earned for each case. The remittance from MVBA to the City shall include the fees earned by MVBA on the fines and fees collected. The City shall be responsible for posting to the City's records the payment of all fines and fees and accounts receivable collected pursuant to this contract.

IV.

MVBA shall indemnify and hold the City harmless from and against all liabilities, losses, and/or costs arising from claims for damages or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA's performance of the services described in this contract. The indemnity provision of this contract shall have no application to any claim or demand that results from the sole negligence or fault of the City, its officers, agents, employees, or contractors. Furthermore, in the event of joint and/or shared negligence or fault of the City and MVBA, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

V.

For the collection of Fines and Fees, the City agrees to pay MVBA, as compensation for the legal services rendered, the following fees:

1. For those Fines and Fees imposed against Unadjudicated Offenses that occurred before June 18, 2003, there is no fee due (0%) MVBA on the amount collected by the Court on those cases.
2. For those Fines and Fees imposed against Adjudicated Offenses regardless of the date of the offense and against Unadjudicated Offenses that occurred on or after June 18, 2003, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by the Court as provided by Article 103.0031 of the Code of Criminal Procedure.
3. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs, and/or fees are discharged through the performance of community service, credit for jail time served, the discretionary removal of a collection fee by the Court or pursuant to §45.0491 of the Code of Criminal Procedure, no compensation shall be paid to MVBA by the City.

All compensation due to MVBA shall become the property of MVBA at the time of payment of the fines and fees by the defendant. The City shall pay MVBA's compensation monthly by check.

VI.

The City recognizes and acknowledges that MVBA owns all rights, title, and interest in certain proprietary software that MVBA may utilize in conjunction with performing the services provided in the contract. The City agrees and hereby grants to MVBA the right to use and incorporate any information provided by the City ("case or defendant information") to update the databases in this proprietary software, and, notwithstanding that the case or defendant information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the City shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the City shall be entitled to obtain a copy of such data that directly relates to the City's accounts at any time.

MVBA agrees that it will not share or disclose any specific confidential case or defendant information with any other company, individual, organization, or agency without the prior written consent of the City, except as may be required by law or where such information is otherwise publicly available. It is agreed that MVBA shall have the right to use case or defendant information for internal analysis, improve the proprietary software and database, and generate aggregate data and statistics that may inherently contain case and defendant information. These aggregate statistics are owned solely by MVBA and will generally be used internally. However, they may be shared with MVBA's affiliates, partners, or other third parties to improve MVBA's software and services.

MVBA reserves the right to return to the City all accounts not collected within one (1) year of referral by the City or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

VII.

The initial term of this contract is **five years, beginning on the first day of the month following the execution of this contract by both parties**, and shall automatically renew on the anniversary date and continue in full force and effect thereafter from year to year for additional twelve month periods on the same terms and conditions unless either party delivers written "Notice of Termination of Contract" to the other party of its intent to terminate this contract, at least, sixty (60) days prior to each anniversary date of this contract.

If either party terminates this contract, MVBA shall be entitled to continue its collection activity on all accounts previously referred to MVBA for six (6) months from the date of receipt of the "Notice of Termination of Contract" and to payment of its fee, pursuant to Paragraph V of this contract for all amounts collected on accounts referred to MVBA. At its discretion, the City may refer additional accounts to MVBA after MVBA has received notice of termination. At the end of the six (6) month period, all accounts shall be returned to the City by MVBA.

Interlocal Agreement

MVBA agrees to extend prices and terms to all entities or other political subdivisions or municipalities who have entered or will enter joint purchasing interlocal cooperation agreement(s) with the City.

VIII.

For purposes of sending notice under the term of this contract, all notices from the City shall be sent to MVBA by certified United States mail to the following address:

McCreary, Veselka, Bragg & Allen, P.C.
Attention: Matthew Tepper
P.O. Box 1310
Round Rock, Texas 78680-1310

Or delivered by hand or courier and addressed to 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664-2425. All notices to the City shall be sent by certified United States mail or delivered by hand or courier to the following address:

City of Breckenridge, Texas
Attention: City Manager
105 North Rose Ave
Breckenridge, Texas 76424

IX.

This contract is made and is to be interpreted under the laws of the State of Texas. The exclusive venue for any action, lawsuit, claim, dispute, or other legal proceeding concerning or arising out of this contract shall be in Stephens County, Texas.

In the event that any provision(s) of this contract shall, for any reason, be held invalid or unenforceable, the invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract. It shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

Every provision of this contract is intended to be severable. If any term or provision of this contract is deemed to be invalid, void, or unenforceable for any reason by a District Court, to the extent possible, such invalidity or unenforceability shall not affect the validity of the remainder of this contract, it is intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the invalid, void, or unenforceable provision or part thereof.

In accordance with the requirements of Chapters 2273.003, 2274.001, and 2276.002, Texas Government Code, the signatory executing this contract on behalf of MVBA does hereby verify that MVBA (1) does not and will not have a practice, policy, or directive that discriminates against a firearm entity or firearm trade association, (2) does not and will not boycott or discriminate against energy companies, and (3) does not and will not provide abortion services or affiliate with an abortion provider, during the term of this contract.

X.

In consideration of the terms and compensation herein stated, MVBA hereby agrees to undertake the performance of the said contract as set forth above.

The City has authorized the chief executive officer to execute this contract by order heretofore passed and duly recorded in its minutes.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the ____ day of _____, A.D. 2026.

CITY OF BRECKENRIDGE, TEXAS

Mayor

McCREARY, VESELKA, BRAGG & ALLEN, P.C.

Matthew Tepper
Shareholder



**BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM**

Subject: Discussion and any action regarding approval of an Ordinance 2026-07 of the City of Breckenridge, Texas, amending Chapter 15 “Parks and Recreation,” Article I “in General” of the Breckenridge Code of Ordinances by amending Sections 15-7 “Entering closed areas; hours of operation” to revise hours of operation for City Parks; adding Section 15-7 “Loitering” to prohibit loitering in City Parks.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

We have had an increase in people loitering at the City Park. This has created safety, vandalism, etc., concerns for those who regularly use the Park, including the walking trail, Trade Barn and the Pavilion. This update also addresses the hours of the Park and codifies the opening and closing consistently, tied to daylight saving time.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of Ordinance 2026-07 as presented.

ORDINANCE NO. 2026-07

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS AMENDING CHAPTER 15 “PARKS AND RECREATION”, ARTICLE I “IN GENERAL” OF THE BRECKENRIDGE CODE OF ORDINANCES BY AMENDING SECTION 15-7 “ENTERING CLOSED AREAS; HOURS OF OPERATION” TO REVISE HOURS OF OPERATION FOR CITY PARKS; ADDING SECTION 15-17 “LOITERING” TO PROHIBIT LOITERING IN CITY PARKS; 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 exclusive control over City parks, inside and outside of the City limits, and 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 regulations regarding parks as Chapter 15 of the Breckenridge Code of Ordinances;

WHEREAS, the City Commission finds that citizens generally seek to use City parks for recreational purposes or community gatherings, and these citizens should feel safe to do so;

WHEREAS, the City Commission finds that City parks should not be used by individuals seeking to harm other persons or destroy City property;

WHEREAS, the City Commission finds that Chapter 15 of the Code should be amended to prohibit loitering at City parks, if that loitering causes concern for the safety of persons or property; and

WHEREAS, the City Commission has determined that Section 15-7 of the Code should be amend to change the hours when City parks may be used by the public.

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

I. **Incorporation of Premises.** The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

II. **Findings.** After due deliberations, the City Commission has concluded that the adoption of this Ordinance is in the best interest of the City of Breckenridge, Texas, and of the public health, safety, morals, and welfare of its citizens.

III. **Amendment of Section 15-7.** Chapter 15 “Parks and Recreation”, Article I “In General”, Section 5-7 “Entering Closed Areas; Hours of Operation” 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. 15-7. – Entering closed areas; hours of operation.

(a) It shall be unlawful for any person except a city employee to enter any area of a city park or lake which is designated as restricted, or to enter any area in a city park or lake during the hours of the day when such area is not open to the public, or to enter at any time a city park or lake when it is closed for the season.

(b) Hours during which the area is open to the public shall be posted by the city manager. Unless otherwise approved by the city manager, the hours during which city parks, including Lake Daniel, are open to the public are:

- (1) Summer hours (second Sunday in March through the first Saturday in November): 5:00 a.m. to 11:00 p.m.
- (2) Winter hours (first Sunday in November through the Second Saturday in March): 5:00 a.m. to 8:00 p.m.

IV. Addition of Section 15-17. Chapter 15 “Parks and Recreation”, Article I “In General”, Section 15-17 “Loitering” of the Breckenridge Code of Ordinances is hereby adopted to read as follows, and all articles, chapters, sections, paragraphs, sentences, phrases, and words not expressly amended hereby are hereby ratified and affirmed.

Sec. 15-17. – Loitering.

(a) Definition. Loitering shall mean walking about aimlessly without apparent purpose, lingering, hanging around, the idle spending of time, or sauntering and moving slowly about, where such conduct is not due to physical defect or condition.

(b) Prohibited. It shall be an offense for any person to loiter at any City park when such loitering is accompanied by activity or is under circumstances that afford probable cause for alarm or concern for the safety and wellbeing of persons or for the security of the property in the surrounding area.

V. 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.

VI. 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.

VII. Open Meetings. 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.

VIII. Effective Date. This Ordinance shall become effective immediately upon its adoption by the City Commission.

PASSED, APPROVED, AND ADOPTED on this the 7th day of April 2026.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Discussion and any action regarding approval of an Ordinance 2026-08 amending Chapter 19 “Signs”, Article III “Sign Standards” of the Breckenridge Code of Ordinances.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The current Sign Ordinance (Article III, Section 19-21) does not provide for temporary banners located over a street. This update provides the process of hanging temporary banners over city/TXDOT facilities (i.e., US Hwy. 180), allowing temporary banners to advertise activities or events by non-profit organizations and provides the process by which they would apply and the specifications of the banners. The intention is to provide priority for City sponsored events, City/Chamber events, and long-standing events, such as Frontier Days or the Rodeo event.

The City has coordinated with TXDOT and will submit the required temporary banner permit on behalf of the applicant since the City will also be required to provide traffic control during the installation.

FINANCIAL IMPACT:

City staff (administration, PD, PW) will be required. The fee does not ‘cover’ the entire cost of the service.

STAFF RECOMMENDATION:

Consider approval of Ordinance 2026-08 as presented.

ORDINANCE NO. 2026-08

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS AMENDING CHAPTER 19 “SIGNS”, ARTICLE III “SIGN STANDARDS” OF THE BRECKENRIDGE CODE OF ORDINANCES BY AMENDING SECTION 19-21 “FUNCTIONAL STANDARDS” TO REVISE REGULATIONS CONCERNING BANNER SIGNS WITHIN THE CITY; 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, pursuant to Section 216.901 of the Texas Local Government Code, home-rule cities may “license, regulate, control, or prohibit the erection of signs or billboards...by ordinance” and, pursuant to Section 216.902 of the Texas Local Government Code, a city “may extend the provisions of its outdoor sign regulatory ordinance and enforce the ordinance within its area of extraterritorial jurisdiction”;

WHEREAS, the City Commission of the City of Breckenridge (the “City Commission”) has adopted regulations concerning signs within the City as Chapter 19 of the Breckenridge Code of Ordinances; and

WHEREAS, the City Commission wishes to revise regulations concerning banner signs within the City.

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

I. Amendment of Section 19-21. Chapter 19 “Signs”, Article III “Sign Standards”, Section 19-21 “Functional Standards” 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. 19-21. Functional Standards.

(a) General Sign Provisions. All signs located or to be located within the city shall conform to the general provisions set forth in this chapter. In addition, the following specific requirements shall be followed: All structures will be of the monopole and dual-pole design and require an engineer’s seal on drawings.

(b) Agricultural Signs. All agricultural signs shall be no less than three hundred (300) feet from any other agricultural sign.

(c) Awning Signs. Awning signs are subject to size regulations for wall signs. If an awning and wall sign are used in conjunction with one another, the total footage of both signs must be added together to determine the total allowable square footage under this chapter.

(d) Banner Signs. Temporary banner signs may be used for advertisement of events, activities, products or commodities as provided below or as approved, in writing, by the City Manager:

(1) Banner Signs for Non-profit Agencies. Off-premise and on-premise temporary banner signs may be used to advertise activities or events that are sponsored by a non-profit organization, governmental agency, or community group to benefit a program or activity of that agency or group under the following conditions:

(A) Non-profit agencies submitting an application for a banner under this section must provide a certificate of non-profit status issued by the Internal Revenue Service.

(B) No more than one (1) on-premise and no more than two (2) off-premise banners may be erected for any specific event or activity for a period not exceeding fourteen (14) days.

(C) Such banners shall not exceed three or three and one-half by forty feet.

(D) Entities requesting to place a banner pursuant to this section must apply for a permit as prescribed by this chapter. Applications must be submitted at least thirty (30) days in advance of the desired installation date and may be submitted up to 6 months in advance. Applications must include:

(i) Completed city application form and TXDOT Temporary Permit form (to be provided by the City);

(ii) Proof of 501(c)(3) status (if applicable);

(iii) Certificate of liability insurance with minimum coverage of \$1,000,000.00 per occurrence, naming the City as an additional insured under the policy;

(iv) Banner design proof; and

(v) Payment of applicable fee in one-half of the amount of the permit fee established in the Fee Schedule.

(E) The placement of such banners shall meet the terms of this chapter or written direction of the City Manager and shall be maintained during the period of time they are erected. Banner signs proposed under this section may be placed in or over public rights-of-way only upon approval of the building inspector and all applicable public agencies. The city may remove any banner signs not adequately maintained over public right-of-way.

(F) Non-profit banner signs must be braced across the top with a rigid support, such as a metal rod, PVC pipe, or some other means of support to prevent the banner from sagging. The city may remove any banner signs that are displayed without meeting these bracing requirements. Banners signs must be composed of mesh and must be clean, tear-free, and fade-resistant.

(G) Banners permitted under this section may be displayed no more than fourteen (14) days prior to the advertised event and must be removed within twenty-four (24) hours after the event concludes. Banners will be installed and removed with oversight of City personnel on the first workday of the week, weather permitting. Fees for installation and removal of the signs are the responsibility of the applicant.

(G) Non-profit banners with expired permits must be removed within twenty-four (24) hours of the permit expiration.

(2) Banner Signs for all other Advertising Purposes. On-premise temporary banners are hereby authorized under the following conditions:

- (A) Banners shall not exceed sixty (60) square feet in area.
- (B) The placement of banners shall meet the terms of this chapter and shall be maintained during the entire time they are erected.
- (C) Banners are required to be permitted by the building inspector prior to installation and are subject to all required fees.
- (D) No more than one (1) on-premise and no off-premise banners may be permitted for any specific business.
- (E) Banners may advertise specific onsite special events, product, or commodity promotions or grand openings, or shall provide leasing information but may not be used for general advertising purposes.
- (F) Banner permits will be valid for a period not to exceed thirty (30) days and additional banner permits for the same location will not be issued for a period of thirty (30) days from the expiration date of the previous permit.
- (G) Grand opening banners may be used for a period of up to thirty (30) days any time after the issuance of a certificate of occupancy. Businesses may only use this provision one (1) time.
- (H) Coming soon banners may be used prior to the issuance of a certificate of occupancy, for a period of up to sixty (60) days.
- (I) Change of business banner. A "name only" banner may be used for a period of up to thirty (30) days after a sign permit has been applied for, and while a new sign is being made.
- (J) Going out of business banners may be used for a period of up to sixty (60) days before the closing of a business. Businesses may only use this provision one (1) time.
- (K) A banner with an expired permit must be removed within twenty-four (24) hours after the permit's expiration.

(e) Canopy Signs. Canopy signs shall not exceed fifteen (15) square feet in size or fifty (50) per cent of the canopy face area per canopy facade, whichever is less. Signs must be attached directly to the exterior face of the canopy band. Signs shall not extend above or below the canopy band.

(f) Changeable Electronic Variable Message Signs (CEVMS). CEVMS signs are subject to the same size and location restrictions as other signs regulated by this article. In addition, CEVMS signs are subject to the following restrictions:

- (1) Any change of pictures or information on the CEVMS sign shall not produce the illusion of blinking, flashing, expanding or contracting shapes, rotation or any similar effect of animation. Scrolling of text is allowed, however, it shall not last any longer than five (5) seconds.
- (2) There shall be a minimum period of five (5) seconds between any change of pictures, information, or scrolling on the CEVMS.

(g) Construction Signs. Construction signs shall be removed from the site upon issuance of a certificate of occupancy.

(h) Development Signs. Development signs shall be removed from the site at the developer's expense upon seventy-five (75) per cent occupancy of the subdivision.

(i) Directional Signs. All directional signs shall be no less than two hundred (200) feet from any other directional sign.

(j) Directory Signs. Directory signs shall be located a minimum of thirty (30) feet from adjoining property lines on lots with two hundred (200) feet of frontage and over, a minimum of twenty (20) feet on lots with over one hundred (100) feet of frontage and less than two hundred (200) feet of frontage, and a minimum of ten (10) feet on lots with one hundred (100) feet of frontage or less, and a minimum of sixty (60) feet from any other free standing sign. The maximum area for directory signs shall not exceed forty (40) square feet per tenant within a site. In no case shall a separate directory sign and identification sign be permitted on the same frontage. Both signs shall only be allowed along the same frontage as one (1) combined sign. The allotment of the total allowed area shall be the responsibility of the subdivision or site owner; however, in no case shall any one (1) tenant or business be allowed more than fifty (50) per cent or the total allowed sign area.

(k) Central Business District Signs. All signs in the downtown central business district shall be designed, constructed and affixed so as to promote and not visually obscure the significant architectural features of the district and its buildings. The Central Business District is defined as the area of downtown bounded by Dyer/Hullum Streets and McAmis/Veale Avenues (Blocks 1-22 and 74, Original Town, and Block 9, Curry Addition).

(1) Conflict Between Subsections. Where there is conflict between the sign standard regulations in this Chapter 19, this Section 19-21(k) shall govern in this district. Requirements in this section are applicable only in the Central Business District (CBD); however, other requirements within this chapter may be applicable to this section.

(2) Functional/Structural Types Permitted. The following permitted functional uses shall be limited to the associated structural types of signs:

- (A) Nameplate Signs:
 - (i) Wall
- (B) On-Premise Signs:
 - (i) Wall signs
 - (ii) Ground signs
 - (iii) Awning, canopy, marquee
 - (iv) Projecting
 - (v) Sandwich board
- (C) Real Estate Signs:
 - (i) Wall

(3) Number of Signs Permitted.

- (A) Nameplate: One (1) per storefront.

(B) On-Premise Signs: Awning, canopy, marquee, and either one (1) wall sign per each individual wall for each lease space or one (1) projecting sign, and one (1) ground sign per platted lot, and one (1) portable sandwich board per building.

(C) Real Estate: One (1) per storefront.

(4) Maximum Gross Surface Area.

(A) Nameplate: Two (2) square feet.

(B) Projecting Signs: Twenty-five (25) square feet.

(C) Real Estate: Sixteen (16) square feet.

(D) Wall Signs: Fifteen (15) percent of the wall.

(E) Awning, Canopy, and Marquee: Twenty-five (25) percent of the awning, canopy, or marquee.

(5) Maximum Height. No sign shall protrude above the roof or eave line of the principal structure. Projecting signs shall be a minimum of eight (8) feet above sidewalk grade and shall not protrude above the roof or eave line of the principal structure.

(6) Required Setback: Property line, unless obstructing view of traffic.

(7) Illumination. Illuminated signs are permitted for nameplate and on-premise signs only.

(l) General Business Signs. Each free standing building shall be allowed one (1) free standing sign. Such free standing signs shall be located a minimum of thirty (30) feet from adjoining property lines on lots with two hundred (200) feet of frontage and over, a minimum of twenty (20) feet on lots with over one hundred feet (100) and less than two hundred (200) feet of frontage and a minimum of ten (10) feet on lots with one hundred (100) feet of frontage or less, and a minimum of sixty (60) feet from any other free standing sign. A business shall be allowed any number of attached wall, projection or marquee signs so long as the total face area of the attached signs does not exceed ten (10) per cent of the front face area of the building or store front as established in approved plans submitted to the city, or sixty (60) square feet, whichever is greater, or exceed six (6) feet in height. A pole sign is required to have a minimum of seven (7) feet clearance from grade to the bottom of the sign cabinet.

(m) Identification Signs. Identification signs shall be located a minimum of thirty (30) feet from adjoining property lines on lots with two hundred (200) feet of frontage and over, a minimum of twenty (20) feet on lots with over one hundred (100) feet and less than two hundred (200) feet of frontage, and a minimum of ten (10) feet on lots with one hundred (100) feet of frontage or less and a minimum of sixty (60) feet from any other free standing sign.

(n) Model Home Signs. All model home signs shall be removed after a certificate of occupancy is issued for the structure.

(o) Off-premises Signs. Off-premises signs, other than those specifically permitted by this chapter, are prohibited.

(p) Political Signs. A person commits an offense if a person displays a political sign on private property unless a person has the permission of the property owner and the sign:

- (1) Is not more than (8) feet high;
- (2) Has an effective area less than thirty-six (36) square feet;
- (3) Is not illuminated;
- (4) Does not have any moving elements; and
- (5) Is not generally available for rent or purchase to carry commercial advertising or other messages that are not primarily political.

(q) Real Estate Signs. All temporary commercial real estate signs are issued for a period not to exceed one (1) year, and must be renewed annually. At the time of renewal the building inspector shall inspect the sign to insure compliance with all standards and requirements of this chapter.

(r) Temporary Realtor Open House Directional Signs. Temporary realtor open house directional signs shall be no larger than twenty-four (24) by thirty (30) inches in size (five (5) square feet) and cannot be higher than three (3) feet above grade. No sign may be placed closer than thirty (30) feet from an intersection and cannot be placed in the center median. Signs cannot be placed any closer than six (6) feet from the back of the curb or from the edge of the pavement. These signs shall not obstruct the vision of traffic on the roadway. Any signs determined to be in a location that causes an immediate hazard to public safety may be immediately removed by the city. Signs must only direct traffic to properties located within the city limits. The sign may contain the words “Open”, or “Open House,” as well as a directional arrow. The signs must contain the name of the realty company, the name of the listing agent and a current phone number (cell phone) on the back of the sign. No more than two (2) off-premise signs and one (1) on-premise sign per “Open House” will be allowed. Signs must be kept well painted and in good repair. Signs must be made of metal and/or plastic. Signs cannot be made of wood or paper. Signs must be self-supporting and placed into the ground. These signs cannot be placed on a utility pole, street light pole, sign pole, fence, tree, or any other manmade or natural feature. Signs cannot be illuminated. Placement of these signs will only be allowed during the hours of 1:00 p.m. until 5:00 p.m. on Saturdays and Sundays.

(s) Weekend Development Directional Signs. A sign permit must be obtained from the city before weekend development directional signs can be placed. The permit will allow the permit holder to place a maximum of four (4) weekend development directional signs per development, at locations throughout the city. The signs are only allowed from 6:00 p.m. on Friday until 6:00 p.m. on Sunday. Any signs being displayed without an approved permit or at any time other than the above-mentioned times will be removed by the city.

The signs may contain the name of the subdivision, a directional arrow and the words “New Homes For Sale” and/or “New Model Homes,” only. In order for the city to contact the developer if the need arises, the signs must contain the name of the developer and a current phone number. The sign shall be no larger than six (6) square feet and cannot be higher than four (4) feet above grade. No sign may be placed closer than thirty (30) feet from an intersection, closer than six (6) feet from the back of the curb or from the edge of the pavement and shall not be placed in the center median.

If the sign is to be placed on private property, written permission must be obtained from the property owner and provided to the city with the permit application. These signs shall not obstruct the vision of traffic on the roadway. Any signs determined to be in a location that causes an immediate hazard to public safety may be immediately removed by the city.

Signs must only direct traffic to properties located within the city limits. Weekend development directional signs shall be no less than sixty (60) feet from any other weekend development directional sign. The sign must be made of metal, including a full metal frame with two (2) supporting legs. The sign must be self-supporting and placed into the ground and shall not be placed on a utility pole, street light pole, sign pole, fence, tree, or any other manmade or natural feature. The sign must be kept well painted and in good repair. The sign shall not be illuminated.

II. 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.

III. 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.

IV. Open Meetings. 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.

V. Effective Date. This Ordinance shall become effective immediately upon its adoption by the City Commission.

PASSED, APPROVED, AND ADOPTED on this the 7th day of April 2026.

ATTEST:

Bob Sims, Mayor

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Aquatic Center Operations for 2026.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

The Aquatic Center is tentatively scheduled to open on May 23, 2026, and operate through August 1, 2026. This schedule is contingent upon adequate staffing levels for lifeguards and pool managers.

During the 2025 season, the City Pool operated under the following schedule:

- Tuesday through Thursday: Noon – 6:00 p.m.
- Friday through Saturday: 10:00 a.m. – 4:00 p.m.
- Sunday: Noon – 4:00 p.m.

Additionally, Family Swim Night was held on Thursdays from 6:30 p.m. to 8:30 p.m., and private parties were scheduled Friday through Sunday from 4:30 p.m. to 9:00 p.m. at a rental rate of \$200.00 for two hours.

Staff believe this schedule was successful and effectively addressed residents’ concerns regarding pool hours and public accessibility. Therefore, staff recommend maintaining the same hours of operation for the 2026 season, pending adequate staffing.

Staff also recommend continuing the “pool pass” system. Each punch card includes 12 admissions for \$30.00, providing a \$6.00 savings compared to the daily admission rate of \$3.00 per visit.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of the proposed aquatic center operations for 2026 as presented.

CITY OF BRECKENRIDGE
105 NORTH ROSE AVENUE
BRECKENRIDGE, TEXAS 76424

AQUATIC CENTER OPERATIONS 2026

DAYS & HOURS OF OPERATION

May 23rd through August 1st (Tentative Schedule)

Opening Weekend Hours

Saturday, May 23 rd	10:00 A.M.-4:00 P.M.
Sunday, May 24 th	Noon – 4:00 P.M.
Monday, May 25 th	Noon – 6:00 P.M.

Public Swim

Tuesday - Thursday	Noon - 6:00 P.M.
Friday-Saturday	10:00 A.M.- 4:00 P.M.
Sunday	Noon - 4:00 P.M.

Family Swim Night- \$1.00 Per person

No unaccompanied children under the age of 17 are allowed.

Thursday	6:30-8:30 P.M.
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SWIM LESSONS

*Subject to Staffing

(Pricing and additional information will be provided if offered)

MAINTENANCE – POOL CLEANING

Mondays (Excluding May 25, 2026)

Children 10 years of age and under MUST be accompanied/supervised by a responsible adult

FEES

Tuesday-Sunday	(per session)	\$3.00
	3 and Under	Free

PUNCH CARDS

12 Sessions for \$30.00 (Cash or Check Only)

Punch cards can be purchased at City Hall located at 105 N. Rose, Breckenridge, TX 76424 during normal business hours (Monday-Thursday 7:30 am- 5:00 pm, Friday 7:30 am-11:30 am) or at the Breckenridge Aquatic Center during operating hours. Cash or Check only.

If for any reason the pool is closed after being open for 30 minutes or more, there will be **NO RAIN CHECKS** or **REFUNDS ISSUED**.

PRIVATE POOL PARTIES

Aquatic Center will be available for rental **Friday through Sunday from 4:30 P.M. until 9:00 P.M** at a rental rate of **\$200.00 for 2 hours** (minimum). Rentals are on a first come first serve basis. Visit City Hall at 105 N. Rose to reserve a date/time. The concession stand will not be open, they may bring snacks and drinks (no glass bottles or alcoholic beverages allowed). Maximum of 150 people in the pool at all times.

AEROBICS

Adults only will have use of the Aquatic Center on Tuesday – Friday mornings, 8:30 A.M. until 9:30 A.M., at a fee of \$2.00 per person. (The number of required lifeguards, employees of the City, will be on duty.)

MISCELLANEOUS RULES

- 1. ENTRANCE RULES:**
Children 10 (ten) years and under of age **MUST** be accompanied/supervised by a responsible adult. This person must remain with the child at all times.
- 2. POOL PATRON REQUIREMENTS:**
 - Must be attired in a swimsuit
 - Cutoffs and other makeshift swimsuits are not permitted
 - Street clothed adults must be confined to the deck area
 - During daily operation when the pools are open to the general public, every person seeking admittance must pay the regular admission fees
 - Everyone must take a shower before entering the water
- 3. DENIAL OF POOL ADMISSION:**
 - Intoxication or under the influence of drugs
 - Evidence of contagious disease
 - Open wounds or sores
 - Unable to care for self, due to physical or mental disability
 - Any patron that may be detrimental to pool operations, upon the judgment of the Pool Manager
 - The swimmer is wearing excessively brief or revealing swimwear or is otherwise wearing clothing inappropriate for swimming, i.e., cutoffs, shorts, etc. T-Shirts may be worn over swimsuits at Pool Manager’s discretion.
 - Any other conditions that, in the opinion of the Manager, will jeopardize the health and safety of the general public.

4. PROHIBITED ACTIONS:

- Abusive or profane language
- Use of all tobacco products
- Alcoholic Beverages
- Drugs
- Use of Glass Bottles or Containers
- Running, dunking, riding on shoulders, fighting, rough play, pushing, shoving, either in water or on the deck
- Acts of physical affection
- Flips, back, or splash dives from pool side and no diving in shallow areas
- Swimming in the diving area
- Standing on pool ropes, lifeguard stands, and ladders
- No loitering adjacent to the pool entrance or office area
- Animals inside the pool area
- Pool patrons wearing diapers **MUST** wear Swimmer's Diapers
- Use of scuba gear
- Mistreatment or abuse of public property
- Non-swimmers in water deeper than their shoulders, unless a person can display the ability to swim two (2) widths of the pool using a recognized stroke, he/she is considered a non-swimmer
- Swimmers running and diving off the edge of the pool, diving or jumping off the lifeguard stands, diving from the deck backward, or doing flips off the side of the pool
- Spitting, spouting of water, blowing the nose, urinating, or defecating in the pool is strictly prohibited

5. DIVING AREA RULES:

- Only one (1) person is allowed on a diving board at a time
- Divers are allowed only one (1) bounce on a diving board per dive
- Divers must dive straight off the end of the board, **NO FLIPS**
- Divers must wait until the person in front of them has reached the side or ladder and the area is clear
- Hanging on the board, bombing, running, and cartwheeling are forbidden.

6. MIRACLE SLIDE RULES:

- Attendant personnel must be obeyed at all times
- User must be able to swim unless otherwise approved
- One slider at a time **ONLY** unless otherwise approved
- Stay seated or lying down in the flume-**NO STOPPING**
- Upon exiting from the slide, move out of splash-down area immediately
- All normal pool regulations apply
- No horseplay, running on stairs, landings, or waterslide

7. INFANTS THROUGH PRESCHOOL:

- Children, age six (6) and under must be directly attended (within five [5] feet) of a swimming adult during Public Swim – includes restrooms
- Flotation devices are not recommended, unless they are properly fitted and USCG approved
- Diaper changes shall only occur in the restrooms
- Pool patrons wearing diapers **MUST** wear swimmers' diapers

8. ITEMS PROHIBITED:

- Bandages
- Oil based body lotions
- Chewing Gum
- Pets
- Glass Objects
- Skateboards, skates, bikes
- Loud Music Players
- Weapons of any type
- Tobacco
- Refreshment coolers (except for private parties)
- Carry-in food or drinks (except for private parties)

9. GENERAL RULES:

- Pool Managers may eject anyone from the pool area for just cause. In serious cases of misconduct, the Police Department will be called.
- No person, patron, or non-patron may interfere with an emergency rescue, the administration of emergency first aid or resuscitation, or other emergency procedures. It shall also be prohibited for anyone to falsely summon emergency assistance or use any emergency rescue or first aid for any purpose other than an actual emergency (training excluded).
- There will be unannounced random safety drills occurring during pool sessions for the continued training of all pool personnel and the safety of our pool patrons.



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Ordinance 2026-06 amending FY 2025-2026 official budget adopted by Ordinance 2025-17.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Typically, budget amendments are presented either bi-annually or quarterly when a need arises to revise the current year's approved fiscal budget to reflect changes that occur throughout the fiscal year. Most of the adjustments do not raise the bottom-line budget but are adjusted between line items.

The budget amendment includes the following:

GENERAL FUND 101:

DEPT 00 - REVENUES:	From	To	Adjust
4907 Transfer from Trade Days	0	39,661	39,661
4907 Transfer from Trade Days	39,661	30,661	(9,000)
4226 Serv/ Fees-County-Animal Control	0	30,000	30,000
4742 Non Revenue Receipts	5,000	11,100	6,100
DEPT 18 - CITY OFFICES			
5544 Contractual Services	2,000	9,400	7,400
DEPT 25 - FIRE			
5326 Motor Vehicle Fuel	0	9,000	9,000
DEPT 90 - NON-DEPARTMENTAL:			
5517 BEDC/Chamber-Health Ins	0	7,200	7,200
5584 Special Projects	25,000	17,600	(7,400)
5587 Unallocated Expenditures	0	52,639	52,639

WATER FUND 102:

DEPT 00 - REVENUES:	From	To	Adjust
4106 Right of Way Permit	0	2,500	2,500
DEPT 90 - NON-DEPARTMENTAL:			

5587 Unallocated Expenditures	0	123,465	123,465
WASTEWATER FUND 103:			
DEPT 90 - NON-DEPARTMENTAL:			
5587 Unallocated Expenditures	0	193,827	193,827
SANITATION FUND 104:			
DEPT 90 - NON-DEPARTMENTAL:			
	From	To	Adjust
5587 Unallocated Expenditures	0	45,395	45,395
TRADE DAYS FUND 132			
DEPT 90 - NON-DEPARTMENTAL:			
	From	To	Adjust
9000 Transfer from General Fund	39,661	0	(39,661)

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Move to approve Ordinance 2026-06 as presented.

ORDINANCE NO. 2026-06

BUDGET AMENDMENT

AN ORDINANCE AMENDING THE FISCAL YEAR 2025-2026 OFFICIAL BUDGET, ADOPTED BY ORDINANCE NO. 2025-17

WHEREAS, the City of Breckenridge is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Commission of the City of Breckenridge previously adopted Ordinance number 2025-16, adopting the Official Budget of the City; and

WHEREAS, the City Commission desires to amend Ordinance Number 2025-17, adopting the Official Budget of the City, as detailed below.

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

SECTION 1

The Official Budget of the City of Breckenridge, adopted by Ordinance No. 2025-17, is hereby amended by the City Commission as follows:

GENERAL FUND 101:

DEPT 00 - REVENUES:	From	To	Adjust
4907 Transfer from Trade Days	0	39,661	39,661
4907 Transfer from Trade Days	39,661	30,661	(9,000)
4226 Serv/ Fees-County-Animal Control	0	30,000	30,000
4742 Non Revenue Receipts	5,000	11,100	6,100
DEPT 18 - CITY OFFICES			
5544 Contractual Services	2,000	9,400	7,400
DEPT 25 - FIRE			
5326 Motor Vehicle Fuel	0	9,000	9,000
DEPT 90 - NON-DEPARTMENTAL:			
5517 BEDC/Chamber-Health Ins	0	7,200	7,200
5584 Special Projects	25,000	17,600	(7,400)
5587 Unallocated Expenditures	0	52,639	52,639

WATER FUND 102:

DEPT 00 - REVENUES:	From	To	Adjust
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4106	Right of Way Permit	0	2,500	2,500
DEPT 90 - NON-DEPARTMENTAL:				
5587	Unallocated Expenditures	0	123,465	123,465
WASTEWATER FUND 103:				
DEPT 90 - NON-DEPARTMENTAL:				
5587	Unallocated Expenditures	0	193,827	193,827
SANITATION FUND 104:				
DEPT 90 - NON-DEPARTMENTAL:				
		From	To	Adjust
5587	Unallocated Expenditures	0	45,395	45,395
TRADE DAYS FUND 132				
DEPT 90 - NON-DEPARTMENTAL:				
		From	To	Adjust
9000	Transfer from General Fund	39,661	0	(39,661)

SECTION 2

The City Secretary is directed to keep and maintain a copy of such Official Budget, as amended, on file in the office of the City Secretary available for inspection by citizens and the general public. Additionally, a true and correct copy of the approved budget amendment shall be filed with the Stephens County Clerk and shall be posted on the City’s website.

SECTION 3

This ordinance shall be cumulative of all provisions of ordinances of the City of Breckenridge, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of other ordinances, in which even the conflicting provisions of the other ordinances are hereby repealed.

SECTION 4

It is hereby declared to be the intention of the City Commission that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if a phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Commission without the incorporation in this ordinance of the unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 5

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE ON THIS THE 7th DAY OF APRIL 2026.

APPROVED:

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding entering into a Professional Services Agreement between the City of Breckenridge and 4H Services LLC.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

One of our biggest challenges in Public Works is not having updated and accurate mapping of our water lines, valves, and sewer lines. Several years ago, our GIS, through our engineers, used a map from the 1980’s to map our system. When the information was mapped, the details of the location and size were not always accurate. For instance, was the water line on the south side of the road or on the north side? The goal was to update the system as we became aware of the location of these facilities while crews were working in the field. However, progress has been slow and inconsistent due to the workload demand. Meanwhile, when water leaks occur, we need to know where the valves are to isolate the water lines to minimize water loss. Other challenges include work that has been done in the field since that time hasn’t been added to the GIS map as well as a common practice leaving old water lines in the ground when they are updated (the projects we’ve had since 2023 have also focused on removal of old lines including new TWDB and WLAF projects.

Additionally, the increase in demand for locates from Texas Gas, ONCOR and all the fiber companies, has put a severe strain on our already limited Collections & Distribution crews.

While we have already been working with 4H Services on this project, we wanted to maximize his work in the field by adding the identification of the lines and providing that information with our GIS mapping.

This contract will cover both. While we are still trying to estimate the length of time needed to map all our system, this month-by-month contract will allow us to make progress on this critical need in our Public Works Systems.

FINANCIAL IMPACT:

Dependent upon hours needed: Weekly rate of 5-12 hour days is \$2500, and an hourly rate is \$60.

STAFF RECOMMENDATION:

Consider approval of the Professional Services Agreement with 4H Services LLC and authorizing the City Manager to execute.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “Agreement”) is entered into on this the ____ day of April, 2026 by and between **The City of Breckenridge**, Texas, a home rule municipality, duly created and operating (the “City”) and **4H Services LLC**, a Texas limited liability company (the “Consultant”).

WHEREAS, Consultant agrees to provide certain professional services as described herein and the City agrees to engage and pay Consultant for those services pursuant to the terms of this Agreement.

NOW, THEREFORE, for the consideration described herein, the City and Consultant agree as follows.

I. Scope of Services

A. Services. In consideration of the compensation stated in paragraph 2, Consultant agrees to provide the City with the professional services as described below (the “Services”):

- Locate and mark utility lines and infrastructure placed in the City’s right-of-way by the City and other utility providers, including fiber providers, Texas Gas, and Oncor.
- Locate and compile information regarding location and size of City infrastructure (water lines for mapping and GIS purposes).

B. Level of Care. Line location services provided by Consultant shall be performed with the professional skill and care ordinarily provided by competent line locators practicing under the same or similar circumstances.

C. Frequency of Services. The Consultant will perform the Services on an as-needed basis, upon request from the City.

II. Compensation, Billing and Payment

A. Compensation. In consideration of Consultant’s provision of the Services in compliance with all terms and conditions of this Agreement, the City shall pay Consultant the fees described below:

Total Weekly Base Fee:	\$2,500.00
Hourly Rate:	\$60.00

The rates above include fuel charge and mileage for Consultant’s travel to and within the City. The rates apply to work performed any day of the week.

B. Billing. Consultant agrees to submit invoices monthly for services rendered. Invoices are due and payable within 30 days of receipt.

III. Term

The term of this Agreement is for one month beginning on April 8, 2026 and ending on May 7, 2026. This Agreement shall be automatically renewed for successive one-month terms, unless either party provides notice that it does not want the Agreement to renew at least ten (10) days prior to the end

of the then-current term. Time is of the essence in this Agreement.

IV. Warranty and Indemnification

A. Warranty. As an experienced and qualified line locator, Consultant warrants that the Services performed by Consultant will reflect professional and industry standards, procedures, and performances. Consultant warrants that Consultant will exercise diligence and due care and perform in a good and workmanlike manner all of the Services pursuant to this Agreement. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of his line locations.

B. Independent Contractor. In all activities or services performed hereunder, Consultant is an independent contractor and not an agent or employee of the City. As an independent contractor, Consultant shall be responsible for the Services contemplated under this Agreement. Except for materials and equipment furnished by the City, Consultant shall supply all materials, equipment, and labor required for the Services to be provided under this Agreement. Consultant shall have ultimate control over the execution of the professional services.

C. Indemnification. **CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, HARMLESS FROM AND AGAINST LIABILITY FOR ALL CLAIMS, LOSSES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, TO THE EXTENT SUCH CLAIMS, LOSSES, DAMAGES, OR EXPENSES ARE CAUSED BY CONSULTANT'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS RELATED TO CONSULTANT'S PERFORMANCE OF THE SERVICES.**

V. Consultant's Insurance

Consultant agrees to maintain, on a primary basis, for the duration of this Agreement, adequate insurance coverage for Consultant's performance of the Services. Consultant must deliver to the City proof of insurance evidencing that such policy is in full force and effect within 5 business days of the effective date of this Agreement. The City may request that Consultant increase its insurance coverage upon recommendation from the City's insurance provider. The City reserves the right to obtain complete, certified copies of all required insurance policies at any time.

VI. Termination

The City may terminate this Agreement, for convenience or cause, with seven (7) days prior written notice to Consultant. Consultant may terminate this Agreement for cause with ten (10) days prior written notice to the City. Failure of the City to make payments when due shall be cause for suspension of Services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services and allowed expenses.

VII. Ownership of Documents

All reports, maps, and other documents and materials, including electronic media, that are produced

or completed by the Consultant as part of its performance of the Services shall be deemed the property of the City.

VIII. Miscellaneous Terms

A. Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Stephens County, Texas.

B. Notices. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

To City:
City of Breckenridge, Texas
Attn: City Manager
105 N. Rose Ave.
Breckenridge, TX 76424

To Consultant:
4H Services LLC
Attn: Hamilton Hefner
P.O. Box 2593
Albany, TX 76430

C. Nonwaiver. No waiver by either party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written instrument approved and executed by the parties.

E. Assignment. This Agreement and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.

F. Compliance with Law. The Consultant, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies.

G. Consultation with Attorney. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Agreement. The parties further agree that each has been afforded the opportunity to consult legal counsel with regard to this Agreement.

H. Force Majeure. Circumstances or events may occur that are outside the control of either party. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

AGREED AND ACCEPTED THIS ____ DAY OF APRIL, 2026.

CITY OF BRECKENRIDGE, TEXAS

Cynthia Northrop, City Manager

ATTEST:

Jessica Sutter, City Secretary

4H SERVICES LLC

Hamilton Hefner, Manager



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and direction regarding the upcoming FY 2026-2027 Budget and Strategic Plan review

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Staff have been preparing for budget planning and have reviewed the Strategic Plan. Now, we need to begin budget discussions with City Commissioners. The Strategic Plan was developed in FY 2022-2023 and has been reviewed each year since with staff and City Commissioners to review where we've been, the progress made and make necessary adjustments. This is the initial conversation. The next step will be to get citizen input via survey and open house, similar to the open house held initially.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Discussion and direction; no official action.

2026

April	1	Wednesday - Staff to prepare DR Budget
April	6 - 10	Monday thru Friday - City Manager to meet with Department Heads - High level budget needs
April	7	Tuesday - Strat plan review/budget work
April	13 - 17	Monday thru Friday - Department heads work on the proposed budget and then return to the City Manager and Finance Director; Revenue projections - City Manager and Finance Director
April	20 - 24	Monday thru Friday - Department head, City Manager, and Finance Director review proposed budget
May	1	Friday - Receive preliminary values from SCAD
May	5	Tuesday - City Commission Meeting-Budget Planning Session
Jun	22 - 26	Monday thru Friday - Staff to compile/complete budget for City Commission budget workshop
Jul	7	Tuesday - City Commission sets Budget Workshop for August 4th, and City Manager presents Budget based on Preliminary Values from SCAD
Jul	27	Monday - Receive Certified Values SCAD
Jul	31	Friday - City Manager to file 2026-2027 budget with City Secretary.
Aug	4	Tuesday - Budget Workshop & Regular Commission Meeting (Present draft based on Cert. Values)
Aug	4	Tuesday - The City Commission sets a Public Hearing on Tax Increase on August 25th, and a Public Hearing to consider the Budget on September 1st (For the Budget the City Commission shall set a hearing for a date occurring after the 15th day after the date the proposed budget is filed with City Secretary but before the City Commission passes tax ordinance.)
Aug	7	Friday - Notice of Public Hearing on Tax Increase to Breckenridge American, (published August 15th)
Aug	14	Friday - Notice of Public Hearing to consider the 2026-2027 Budget to Breckenridge American (publish August 22nd)
Aug	25	Tuesday - Special called meeting - Public Hearing - Tax Rate Tuesday - Regular meeting - General Budget Public Hearing (The City Commission shall set a hearing for the date occurring after the 15th day after the date the proposed budget is filed with the City Secretary but before the date the City Commission passes the tax ordinance). Pass Ordinance adopting the 2026-2027 Budget. Pass Ordinance adopting 2026 Tax Rate (Must be adopted at least 30 days after Budget is filed with City Secretary, but after City Commission holds hearing on Budget)(The meeting on adoption of Tax Rate must take place no less than the 7th day after the public hearing).
Sep	1	