



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

July 01, 2025 at 5:30 PM

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**AGENDA**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the City Commission will meet in a Regular Meeting of the Breckenridge City Commission on July 01, 2025 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**American Flag**

**OPEN FORUM**

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

**STAFF REPORT**

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

**City Manager**

1. City Business

Employee of the Month-Wesley Turner

Update on TWDB Project

2. Upcoming Events

07/04 City offices closed in observance of Independence Day

07/17 Bulk Pickup

## Police Chief

3. Animal Control Officer introduction-Stephen Sharp

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

## ACTION ITEMS

10. Discussion and any necessary action regarding approval of Resolution 2025-18 authorizing the submission of an application to the Texas Parks and Wildlife for the 2026 Local Park Grant.
11. Discussion and any necessary action regarding Street Improvement Phase 2 final project acceptance and release of retainage contingent upon receipt of all required closeout documents.
12. Discussion and any necessary action regarding approval of Ordinance 2025-12 updating the Schedule of Fees (Second Reading).
13. Discussion and any necessary action regarding approval of Ordinance 2025-13; Construction in violation of Codes.
14. Discussion and any necessary action regarding approval of an updated Interlocal for Animal Control services with Stephens County.
15. Discussion and any necessary action regarding award of Bank Depository Bid Contract.
16. Discussion and any necessary action regarding Resolution 2025-19 suspending the Oncor Rate Change.

## 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.)*

17. Presentation of 2025 Citizen Engagement Survey.

18. Presentation of the FY 2024-2025 Preliminary Budget.

## EXECUTIVE SESSION

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

### Real Property

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

19. Fire Station

### Personnel Matters

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

20. Public Works Director

## RECONVENE INTO OPEN SESSION

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

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

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

## ADJOURN

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

## CERTIFICATION

I hereby certify that the above notice was posted in the bulletin board at Breckenridge City Hall, 105 North Rose Avenue, Breckenridge, Texas , by **5:00 PM** on the **28th day of JUNE 2025**.

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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:** Consider approval of the June 3, 2025, regular commission meeting minutes as recorded

**Department:** Administration

**Staff Contact:** Jessica Sutter

**Title:** City Secretary

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**BACKGROUND INFORMATION:**

Meeting minutes for the regular commission meeting on June 3, 2025.

**FINANCIAL IMPACT:**

NA

**STAFF RECOMMENDATION:**

Consider approval of minutes as presented.



## REGULAR MEETING OF THE BRECKENRIDGE CITY COMMISSION

Tuesday, June 3, 2025, at 5:30 PM  
Breckenridge City Offices Commission Chambers  
105 North Rose Avenue  
Breckenridge, Texas 76424

### MINUTES

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

#### **PRESENT**

MAYOR

COMMISSIONER, PLACE 1

COMMISSIONER, PLACE 2

COMMISSIONER, PLACE 3

COMMISSIONER, PLACE 4

BOB SIMS

BLAKE HAMILTON

GREG AKERS

JUNIOR FERNANDEZ-SWORN IN

PAUL HUNTINGTON JR.-SWORN IN

CITY MANAGER

CITY SECRETARY

CITY ATTORNEY

POLICE CHIEF

FINANCE DIRECTOR

CODE ENFORCEMENT OFFICER

PUBLIC WORKS DIRECTOR

PUBLIC SERVICES DIRECTOR

CYNTHIA NORTHROP

JESSICA SUTTER

EILEEN HAYMAN

BLAKE JOHNSON

DIANE LATHAM

J. POTTS

KEGAN BURNS

TAYLOR HARDY

#### **NOT PRESENT**

COMMISSIONER, PLACE 4

ROB DURHAM

MAYOR PRO TEM VINCE MOORE WAS PRESENT UNTIL AFTER SPECIAL PRESENTATION RECOGNIZING  
OUTGOING COMMISSIONERS.

#### **CALL TO ORDER**

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

**Invocation led by Blake Johnson**

**PLEDGE OF ALLEGIANCE**

## OPEN FORUM

No speakers, No Action Taken

## STAFF REPORT

### Public Works Director

3. Employee of the Month-Thomas Watson

### City Manager

4. City Business

Update on Citizens Academy

Community survey and Open House

Public Services Director retirement and introduction of new Public Services Director

5. Upcoming Events

06/06 Chamber of Commerce Boomtown Summer Sale

06/19 Bulk Pickup

No Action Taken

## CONSENT AGENDA.

6. Consider approval of the May 6, 2025, regular commission meeting minutes as recorded.
7. Consider approval of the May 13, 2025, special commission meeting minutes as recorded.
8. Consider approval of department head reports and monthly investment reports for April 2025.

Commissioner Akers made a motion to approve consent agenda items 6-8 as presented. Commissioner Hamilton seconded the motion. The motion passed 5-0.

## PUBLIC HEARING ITEMS

Mayor Sims opened the Public Hearing at 5:51 p.m.

9. Conduct a public hearing on the requested Special Use Permit at 1103 N. Harvey for the placement of a tiny house. This lot is zoned R4-General Dwelling District.

With there being no speakers, Mayor Sims closed the Public Hearing at 5:52 p.m.

## ACTION ITEMS

10. Discussion and any necessary action regarding a request for a Specific Use Permit at 1103 N. Harvey to allow the placement of a tiny house.

City manager advised that the property owner has requested a specific use permit to place a tiny home on the property. Zoning allows tiny homes as long as specific criteria are met. This tiny home meets all criteria. Planning and Zoning Commissioners met on May 19, 2025, and recommended unanimous approval of the specific use permit.

Commissioner Hamilton made a motion to approve P&Z recommendation for approval of specific use permit as presented. Commissioner Akers seconded the motion. The motion passed 5-0.

11. Discussion and any necessary action approving the final reading of Resolution 2025-10 regarding the Breckenridge EDC and Soggy Dog Wine and Brew Performance Agreement.

Commissioners were presented with this EDC item during the May 6, 2025, meeting and unanimously approved the first reading of the Resolution. This item is a required second reading.

Commissioner Hamilton made a motion to approve the final reading of Resolution 2025-10 as presented. Commissioner Fernandez seconded the motion. The motion passed 4-1 with Commissioner Akers abstaining.

12. Discussion and any action regarding BEDC recommended approval of a two-year extension of Elite Submersible Pump (ESP) Lease Agreement and Performance Agreement.

EDC Executive Director, Michael Paris, presented the specifics of the performance agreement to commissioners. Paris explained that the agreement is an extension of the current lease and provides a cash-for-job incentive of \$5,000 per job for additional hires beyond the current 24 full-time employees.

Commissioner Akers made a motion to approve the first reading of Resolution 2025-14 as presented. Commissioner Hamilton seconded the motion. The motion passed 5-0.

13. Discussion and any action regarding BEDC recommended approval of R.E. Dye Retention Incentives.

EDC Executive Director, Michael Paris, presented the specifics of the performance agreement to commissioners. Paris explained that the agreement is intended to retain jobs in Breckenridge. The incentive package will total \$150,000.00 and will equate to approximately \$3,261 per job. It will assist the company in improving its operational margins and secure long-term sustainability.

Commissioner Akers made a motion to approve the first reading of Resolution 2025-15 as presented. Commissioner Hamilton seconded the motion. The motion passed 5-0.

14. Discussion and any action regarding BEDC recommended approval of TSTC CNC Fall Semester Training Program.

EDC Executive Director, Michael Paris, presented the specifics of the requested program assistance explaining that it will provide a CNC Machine 8 full scholarships to TSTC to offer a CNC Machining course starting August 25, 2025.

Commissioner Hamilton made a motion to approve the first reading of Resolution 2025-16 as presented. Commissioner Akers seconded the motion. The motion passed 5-0.

15. Discussion and any necessary action regarding adoption of Resolution 2025-13 awarding an administrative contract for the application preparation and administration services for a 2026 Texas Parks & Wildlife Local Park Grant.

City Manager Cynthia Northrop explained that the city previously applied for a grant to provide a splash pad. However, the city was not awarded the grant. The city has chosen to re-apply for the 2026 cycle. This resolution is to award an administrative contract. An RFP was advertised and one submission was received from Public Management Inc.

Commissioner Akers made a motion to approve Resolution 2025-13 awarding an administrative grant consultant contract to Public Management Inc., for the application preparation and administration services for a Texas Parks and Wildlife Local Park Grant and authorized the City Manager to execute the agreement. Commissioner Hamilton seconded the motion. The motion passed 5-0.

16. Discussion and any necessary action regarding Resolution 2025-12 appointing a commissioner to serve as Mayor Pro-tem.

City Secretary Jessica Sutter stated that each year at the first meeting after a General Election, the City Commission must nominate one member to serve as Mayor Pro Tem to serve in the absence of the Mayor.

Commissioner Hamilton made a motion to approve Resolution 2025-12 appointing Greg Akers to serve as Mayor Pro Tem. Commissioner Fernandez seconded the motion. The motion passed 5-0.

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

City Manager Northrop reviewed the requested changes to the fee schedule which include updates to the solid waste rates, incorporating new Republic contract pricing as well as permit fees that have not been raised for more than 5 years. A discussion was held about implementing penalty fees for residents completing work without obtaining a permit. Northrop stated she would look into that to present at a future meeting.

Commissioner Akers made a motion to approve the first reading of Ordinance 2025-12 as presented. Commissioner Hamilton seconded the motion. The motion passed 5-0.

18. Discussion and any necessary action regarding approval of Stephens County Interlocal Agreement to name Fire Chief Malcolm Bufkin as acting Stephens County Fire Marshall.

City Manager Northrop stated that with the passing of Constable and Fire Marshall Wayne McMullen, the County has requested that the current Fire Chief, Malcolm Bufkin, serve as the acting Fire Marshall.

Commissioner Akers made a motion to approve Stephens County Interlocal Agreement naming Malcolm Bufkin as acting Stephens County Fire Marshall as presented. Commissioner Hamilton seconded the motion. The motion passed 5-0.

## EXECUTIVE SESSION

Mayor Sims convened the meeting into Executive Session at 6:28 p.m.

### **Consultation with Attorney**

*§551.071(1),(2): Consultation with attorney regarding pending or anticipated litigation, or a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:*

19. Fence contract

Mayor Sims reconvened the meeting into Open Session at 7:03 p.m.

Commissioner Huntington made a motion that if the fence contract dispute is not resolved by June 17, 2025, City Commissioners authorize the City Attorney to file a lawsuit. Commissioner Fernandez seconded the motion. The motion passed 4-1, with Commissioner Akers abstaining from the vote.

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

No requests.

## ADJOURN

There being no further business, Mayor Sims adjourned the regular session at 7:06 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 May 2025.

**Department:** Administration

**Staff Contact:** Jessica Sutter

**Title:** City Secretary

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### BACKGROUND INFORMATION:

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

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

### FINANCIAL IMPACT:

N/A

### STAFF RECOMMENDATION:

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



# DEPARTMENTAL REPORTS

## MAY 2025

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



# Finance

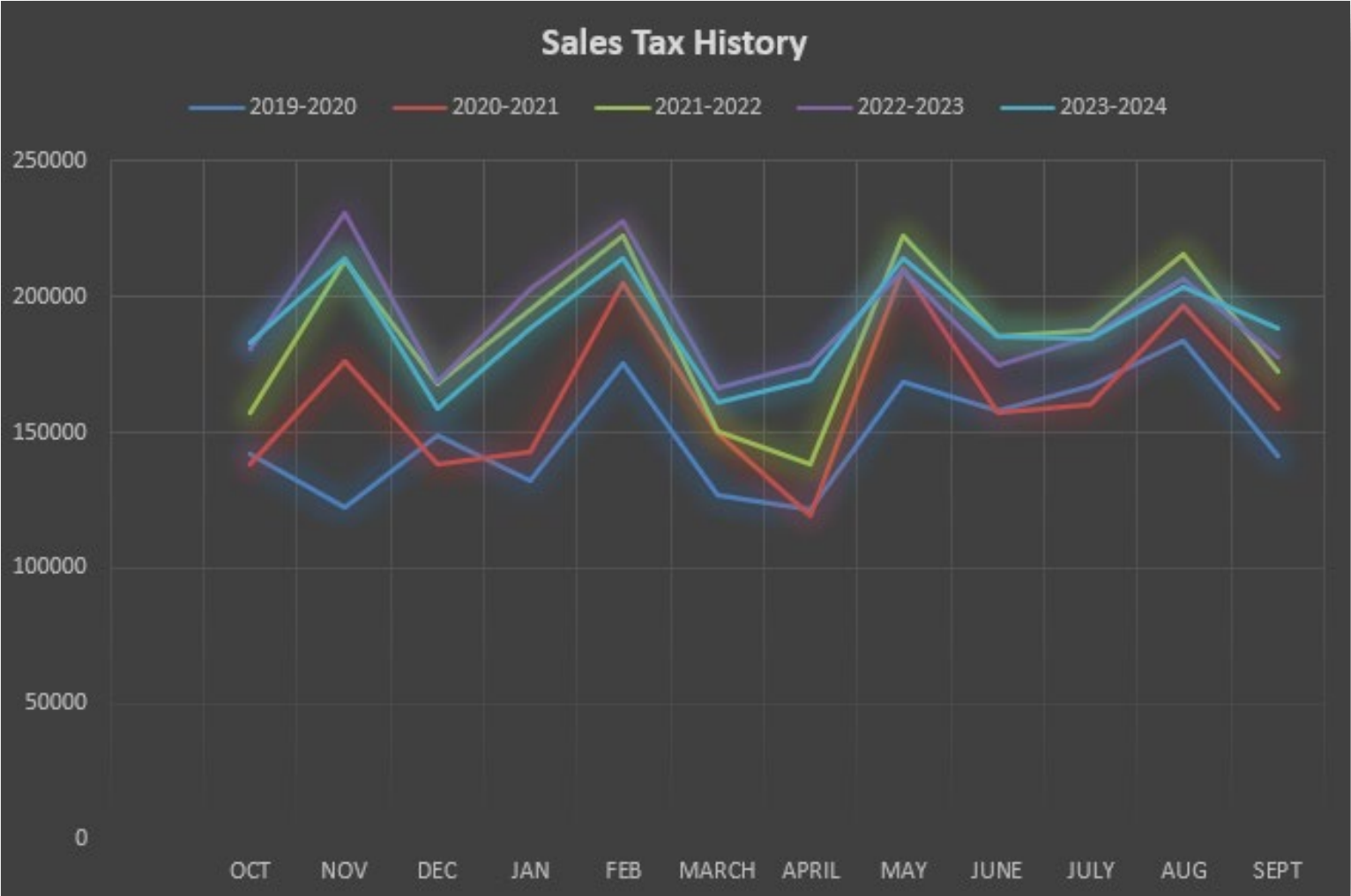
## Bank Statement Balances

	Account Name	Balances as of May 2024	Balances as of May 2023
1001	GENERAL FUND	\$ 2,308,966.23	\$ 2,598,008.34
1013	ARSON FUND	\$ 509.89	\$ 509.89
1014	FEDERAL TAX & LOAN	\$ 81.29	\$ 81.72
1001	WATER FUND	\$ 1,792,882.66	\$ 1,900,954.43
1001	WASTEWATER FUND	\$ 1,276,025.74	\$ 1,359,012.12
1001	SANITATION	\$ 22,349.96	\$ 43,761.71
1001	FIRE DEPT. SPECIAL	\$ 7,996.20	\$ 6,775.42
1001	FORFEITED PROPERTY	\$ 1,480.35	\$ 1,484.13
1002	PAYROLL FUND	\$ 32,190.10	\$ 35,331.57
1001	EQUIP. REPLACEMENT FUND	\$ 284,112.31	\$ 306,346.81
1001	STREET MAINTENANCE	\$ 229,116.39	\$ 472,068.41
1001	BRECKENRIDGE PARK FUND	\$ 9,629.33	\$ 8,622.26
1001	POLICE DEPT. SPECIAL	\$ 13,637.23	\$ 13,671.91
1001	Excess Sales Tax Revenue	\$ 17,662.94	\$ 17,707.89
1001	Breck Trade Days	\$ 39,492.65	\$ 39,593.14
1051	CO 2017 A&B Sinking /Rd	\$ -	\$ -
1001	Water Capital Projects	\$ -	\$ (110,693.27)
1001	Wastewater Capital Projects	\$ -	\$ 164,314.28
1001	Capital Improvement Project	\$ 193,401.85	\$ 119,070.10
1058	GENERAL DEBT SERVICE FUND	\$ -	\$ -
1001	General Debt Service Fund P/C	\$ 362,524.14	\$ 484,905.39
1001	REVENUE DEBT SERVICE FUND	\$ 111,682.51	\$ 151,575.47
1025	Rescue Boat Donation	\$ 1,816.06	\$ 1,820.60
1073	CWSRF LF1001492	\$ 3.02	\$ 4.04
1076	CWSRF LF1001492 ESCROW	\$ 1,220,649.14	\$ 1,130,084.82
1056	CWSRF CO 2022A L1001491	\$ 1.00	\$ 1.00
1074	CWSRF CO 2022A L1001491 ESCROW	\$ 970,629.67	\$ 1,012,503.36
1072	CWSRF CO 2022A L1001426	\$ 1.00	\$ 1.00
1075	CWSRF CO 2022A L1001426 ESCROW	\$ 2,055,685.14	\$ 2,144,369.12
1071	DWSRF LF1001495	\$ 2.10	\$ 4.27
1079	DWSRF LF1001495 ESCROW	\$ 1,305,486.88	\$ 1,180,799.67
1070	DWSRF CO 2022B L1001493	\$ 1.00	\$ 1.00
1078	DWSRF CO 2022B L1001493 ESCROW	\$ 1,400,871.59	\$ 1,461,306.43
1057	DWSRF CO 2022B L1001494	\$ 1.00	\$ 1.00
1077	DWSRF CO 2022B L1001494 ESCROW	\$ 981,947.91	\$ 1,024,310.03
1010	LOGIC CO 2023	\$ 7,912,497.88	\$ 5,190,216.53
	<b>TOTAL - ALL FUNDS</b>	<b>\$ 22,553,335.16</b>	<b>\$ 20,758,524.59</b>

Item 5.

# Fiscal Year Sales Tax Revenue Received

MONTH RECEIVED	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
OCT	\$ 142,235.00	\$ 138,040.00	\$ 157,493.00	\$ 180,530.00	\$ 182,914.00	\$ 176,173.38
NOV	\$ 122,415.00	\$ 176,091.00	\$ 213,510.00	\$ 230,739.00	\$ 214,002.00	\$ 205,342.24
DEC	\$ 149,000.00	\$ 138,215.00	\$ 167,667.00	\$ 169,037.00	\$ 158,898.22	\$ 186,724.15
JAN	\$ 132,144.00	\$ 142,770.00	\$ 195,423.00	\$ 203,137.00	\$ 188,303.00	\$ 175,492.04
FEB	\$ 175,232.00	\$ 204,822.00	\$ 222,525.00	\$ 228,165.00	\$ 214,081.01	\$ 256,722.47
MARCH	\$ 127,285.00	\$ 149,849.00	\$ 150,395.00	\$ 166,133.00	\$ 161,140.16	\$ 163,877.32
APRIL	\$ 121,607.00	\$ 119,118.00	\$ 138,407.00	\$ 175,455.75	\$ 169,163.00	\$ 157,154.10
MAY	\$ 168,693.00	\$ 210,823.00	\$ 222,804.00	\$ 210,071.22	\$ 213,927.83	\$ 215,254.59
JUNE	\$ 158,145.00	\$ 157,037.00	\$ 185,695.00	\$ 175,128.00	\$ 185,557.61	
JULY	\$ 167,474.00	\$ 160,631.00	\$ 187,757.00	\$ 185,736.00	\$ 184,363.32	
AUG	\$ 183,855.00	\$ 196,582.00	\$ 215,658.00	\$ 206,710.00	\$ 203,593.65	
SEPT	\$ 141,151.17	\$ 158,558.00	\$ 172,552.00	\$ 177,704.47	\$ 188,524.22	
TOTAL	\$ 1,789,236.17	\$ 1,952,536.00	\$ 2,229,886.00	\$ 2,308,546.44	\$ 2,264,468.02	\$ 1,536,740.29



# SECURITIES PLEDGED

The following shows the calculation of deposit coverage for the deposits of The City of Breckenridge held in

Clear Fork Bank on: May 29, 2025 and securities pledged as of: May 28, 2025

Checking account balances:	\$ 7,609,281.35
CD balances:	\$ -
Total on deposit:	<u>\$ 7,609,281.35</u>
FDIC Insurance coverage:	
Checking account balances:	\$ 250,000.00
CD balances:	\$ -
	<u>\$ 250,000.00</u>
Total Deposit balance	
less FDIC coverage:	<u>\$ 7,359,281.35</u>
Securities pledged at market value:	<u>\$ 8,391,411.76</u>
Excess securities pledged:	<u>\$ 1,032,130.41</u>

# 2023 CO BOND

BOND  
AMOUNT

•\$8,641,984.74

BANK  
TRANSFERS

•\$3,644,940.00

TOTAL  
INTEREST  
EARNED

•\$675,044.78

CURRENT  
BALANCE

•\$5,672,089.52

# 2023 CO BOND-LOGIC PROJECT EXPENDITURES

Item 5.

## STREETS

\$3,104,769.23

## PARK IMPROVEMENT

\$742,833.17

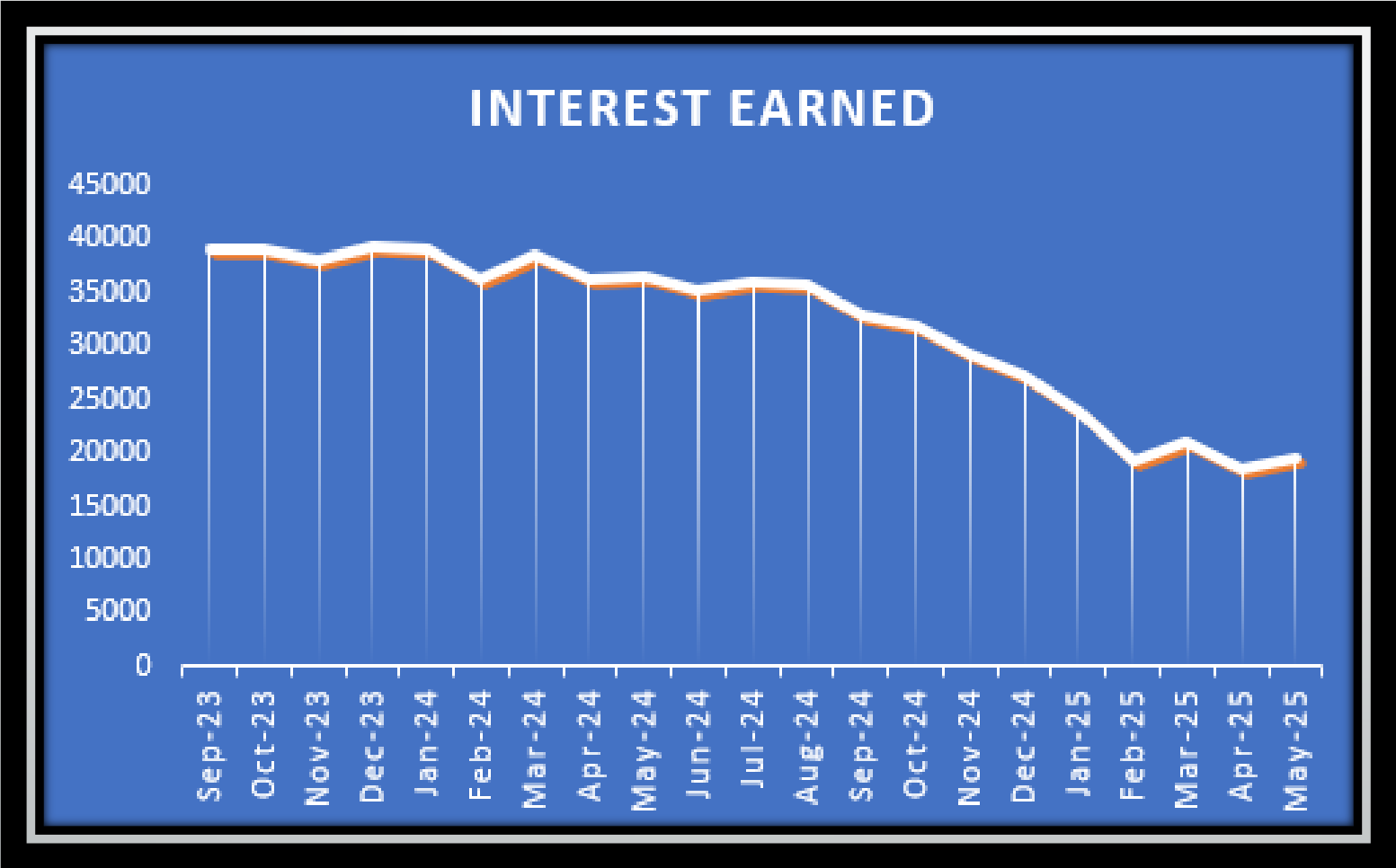
## FACILITIES IMPROVEMENT

\$279,118.76

# 2023 CO BOND-LOGIC INTEREST EARNED

**MAY 2025: \$19,420.97**

**TOTAL: \$675,044.78**





# BUILDING & DEVELOPMENT

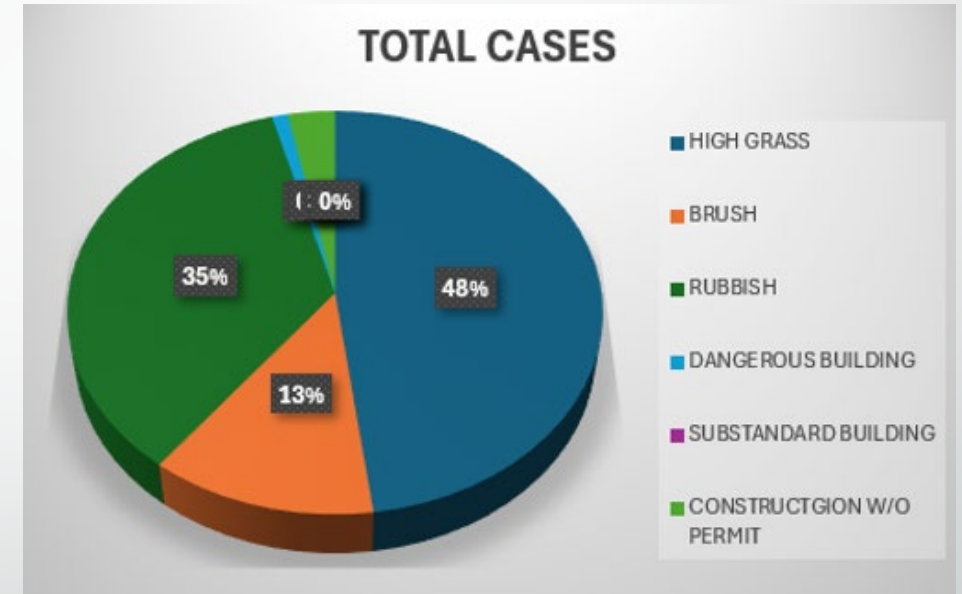
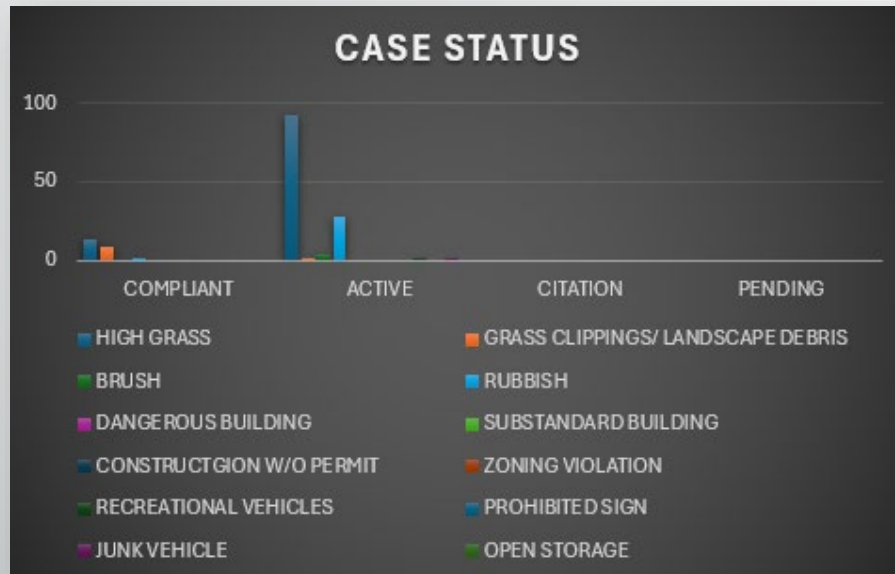
Item 5.

MAY 2025		FY 2024-2025
Permits Issued:		
Building	2	29
Roof	1	8
Fence, windows, siding, etc.	1	5
Sign	0	4
Mobile home	2	9
Certificate of Occupancy	1	4
Electrical	13	57
Plumbing	4	24
Gas line	2	22
Irrigation	0	1
HVAC	1	14
Moving	0	0
Demolition	0	0
P&Z	1	1
Variance	0	1
Prelim/final plat/replat	0	3 replats
Solicitor/vendor	0	1
Beer/wine/liquor license	1	11
Gaming machine license	0	4
Food Mobile Unit	0	14
Fire alarm	0	2
Fire sprinkler	0	1

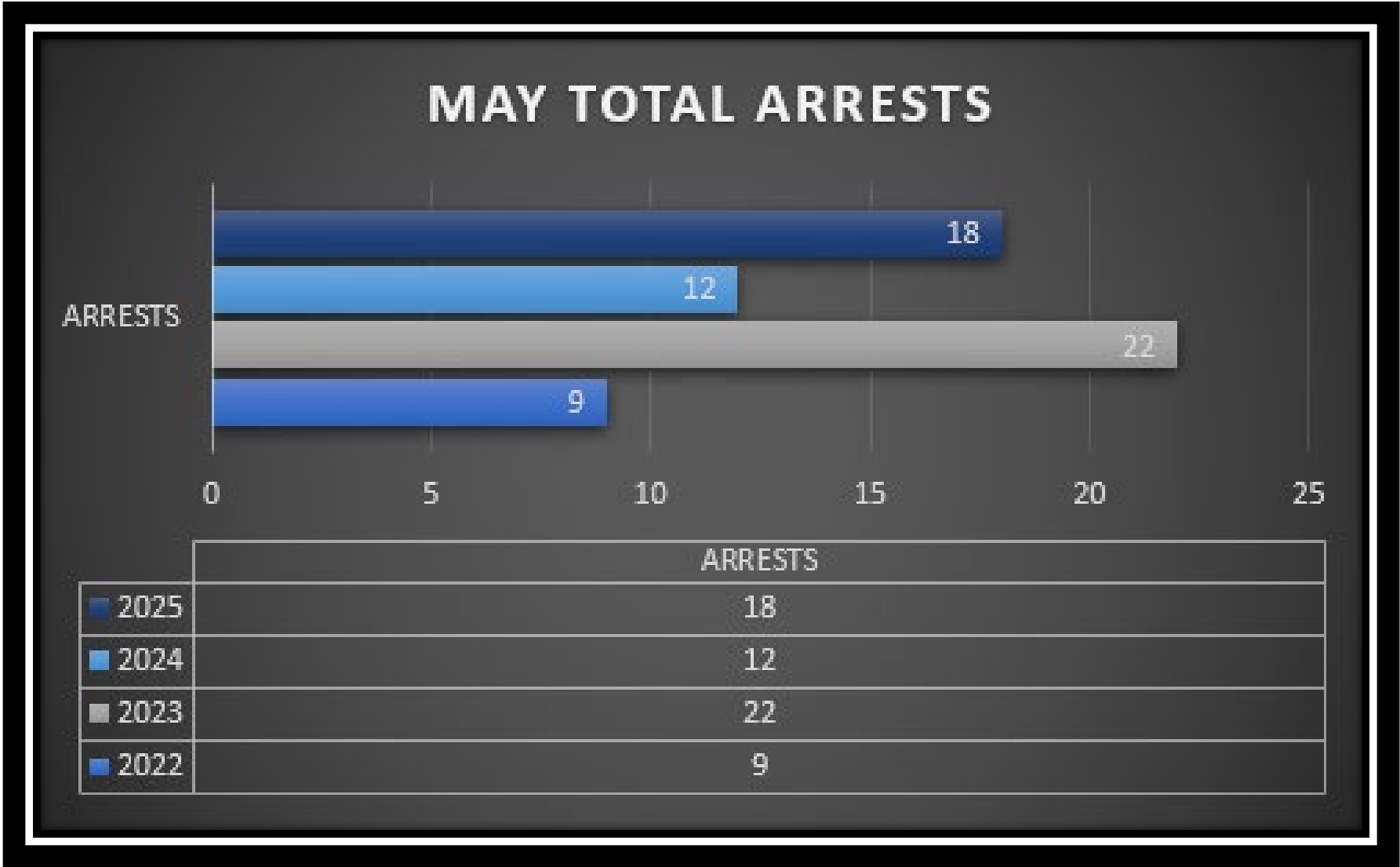


# CODE ENFORCEMENT

## MAY 2025 CASES: 150

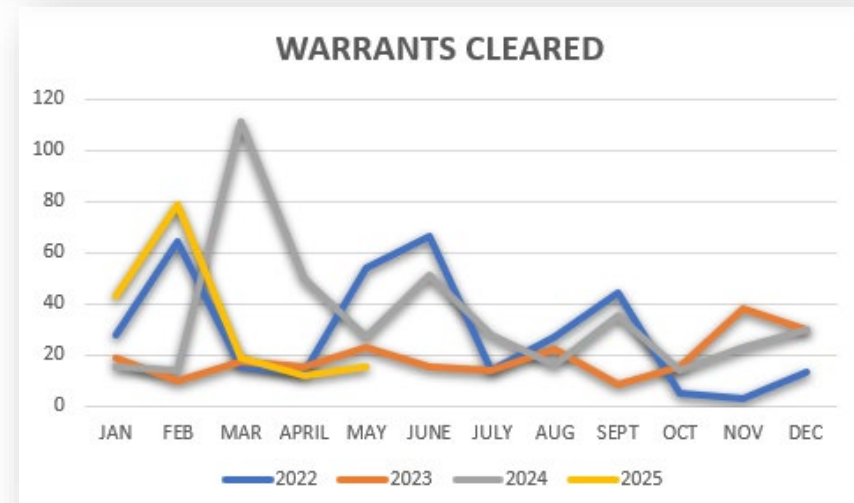
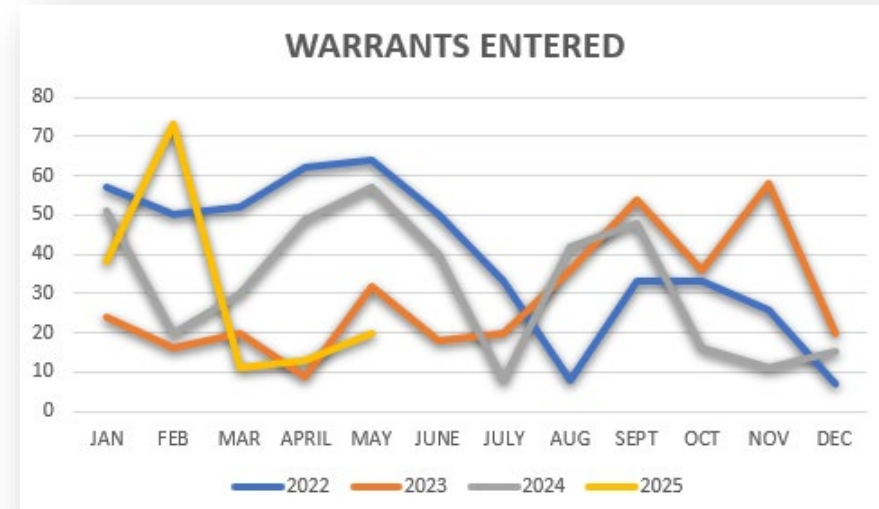
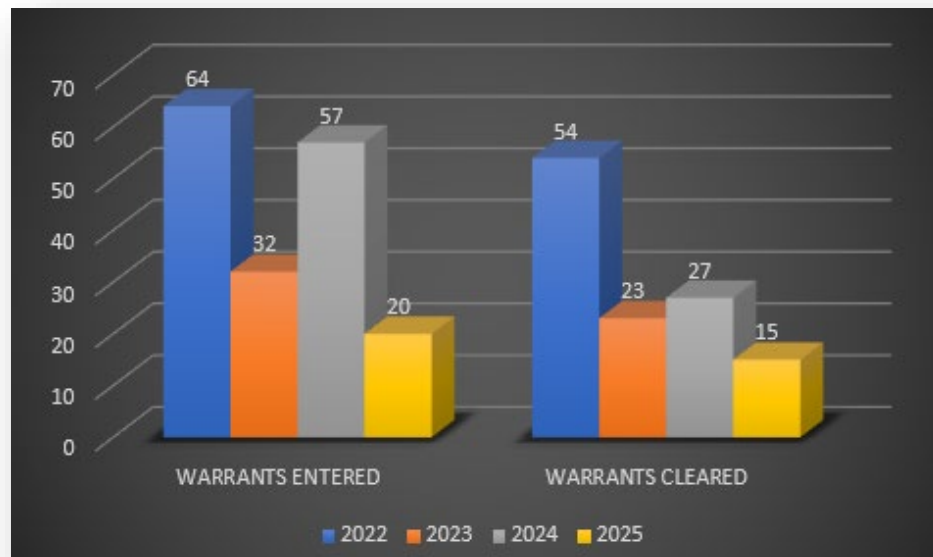




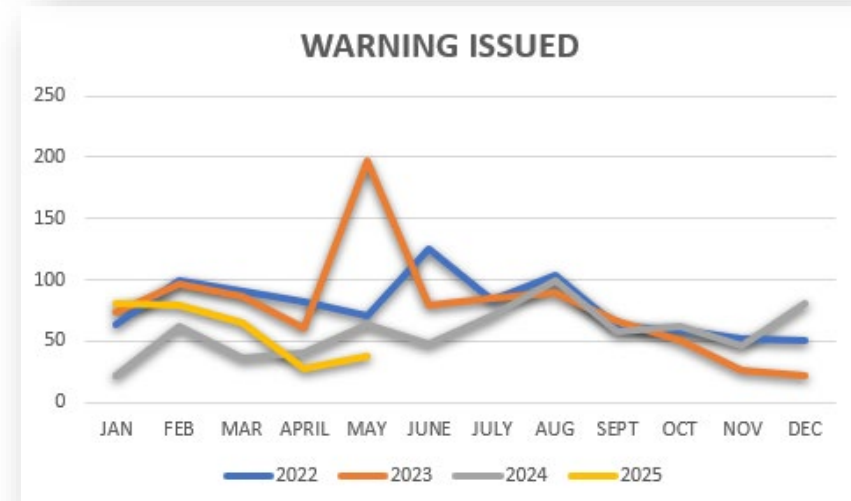
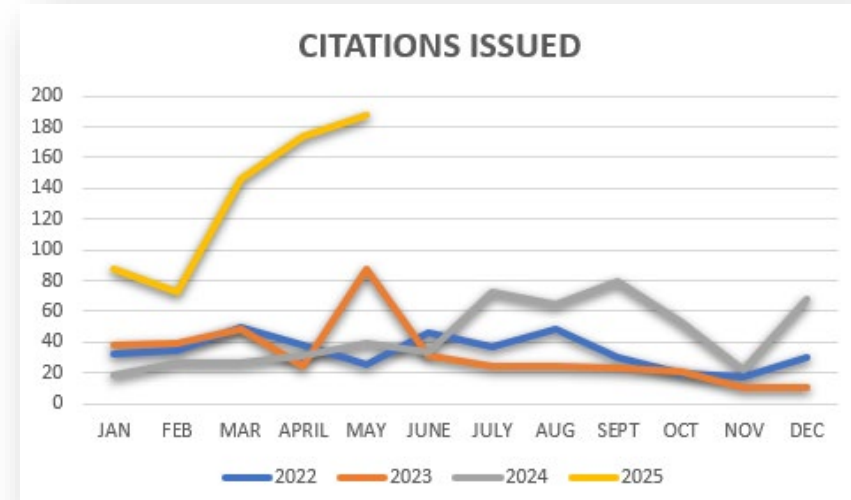
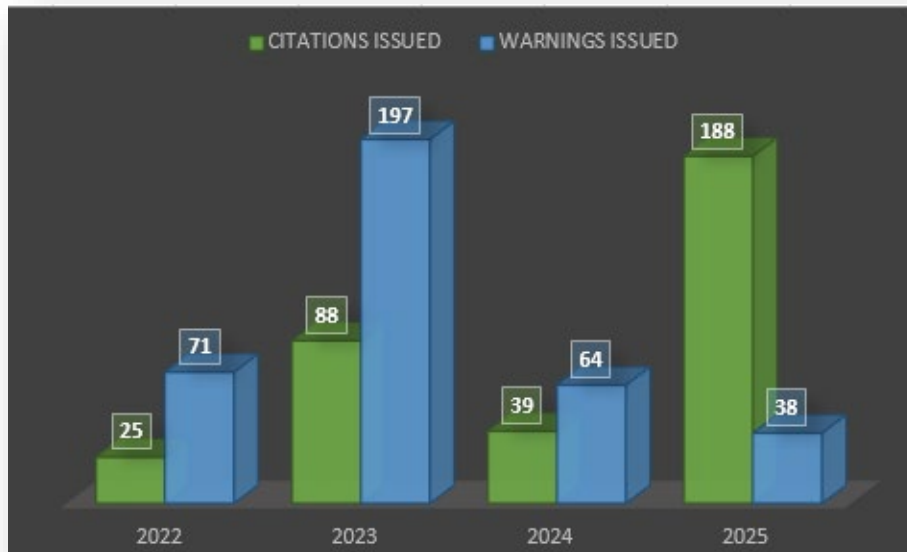




# MAY WARRANTS



# MAY CITATIONS & WARNINGS



CALL TYPE		
	CITY	COUNTY
AGGRESSIVE	5	
BITE	3	2
CARCASS	30	
INJURED/SICK		
RETURNED TO OWNER IN FIELD	2	
RUNNING AT LARGE	64	
NUISANCE/COMPLAINT		
WELFARE CHECK	31	
OTHER	78	
<b>TOTAL</b>	<b>213</b>	<b>2</b>

**MAY  
ANIMAL  
CONTROL  
TOTAL CALLS: 215**

# MAY

## ANIMAL CONTROL

SHELTER INTAKE		
	CITY	COUNTY
STRAY/RUNNING AT LARGE	35	8
SEIZED BY LAW		
OWNER SURRENDER		4
RABIES QUARANTINE OBSERVATION	5	2
<b>TOTAL</b>	<b>40</b>	<b>14</b>

RABIES QUARANTINE OBSERVATION		
	CITY	COUNTY
HOME QUARANTINE		
SHELTER QUARANTINE	5	2
<b>TOTAL</b>	<b>5</b>	<b>2</b>

TOTAL IN SHELTER AT END OF MONTH		
CITY	21	
COUNTY	5	
CITY QUARANTINE		
COUNTY QUARANTINE	1	
<b>TOTAL</b>	<b>27</b>	

LEFT THE SHELTER		
	CITY	COUNTY
ADOPTED FROM SHELTER	3	
RECLAIMED BY OWNER	7	1
RETURNED AFTER QUARANTINE	4	2
TRANSFERRED TO RESCUE PARTNER		
<b>TOTAL</b>	<b>14</b>	<b>3</b>

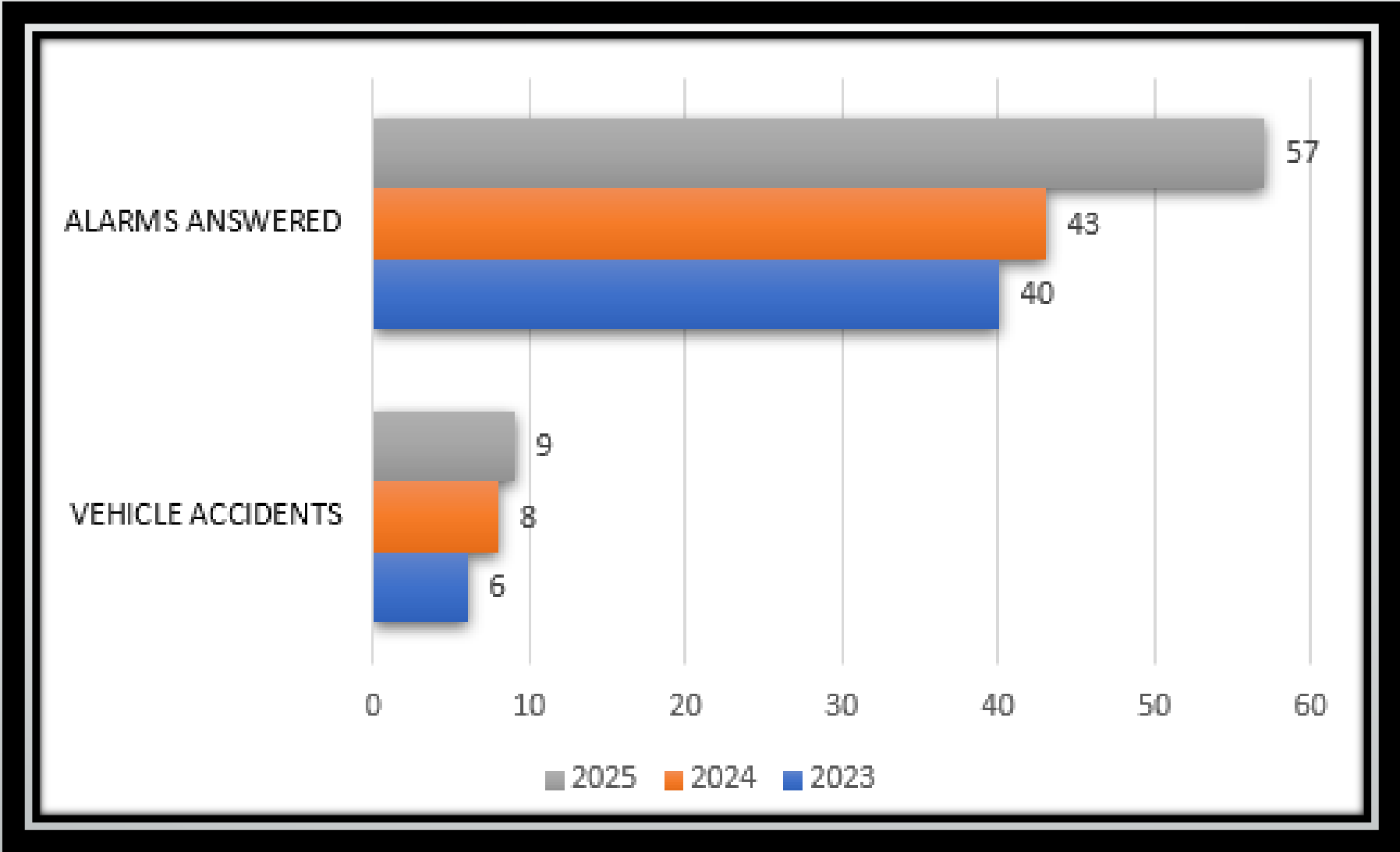
HUMANE EUTHANASIA		
	CITY	COUNTY
BEHAVIORAL	6	2
MEDICAL	2	6
OWNER SURRENDER		
<b>TOTAL</b>	<b>8</b>	<b>8</b>

CITATIONS ISSUED	93
WARNING ISSUED	15
CASES IN MUNICIPAL COURT	5

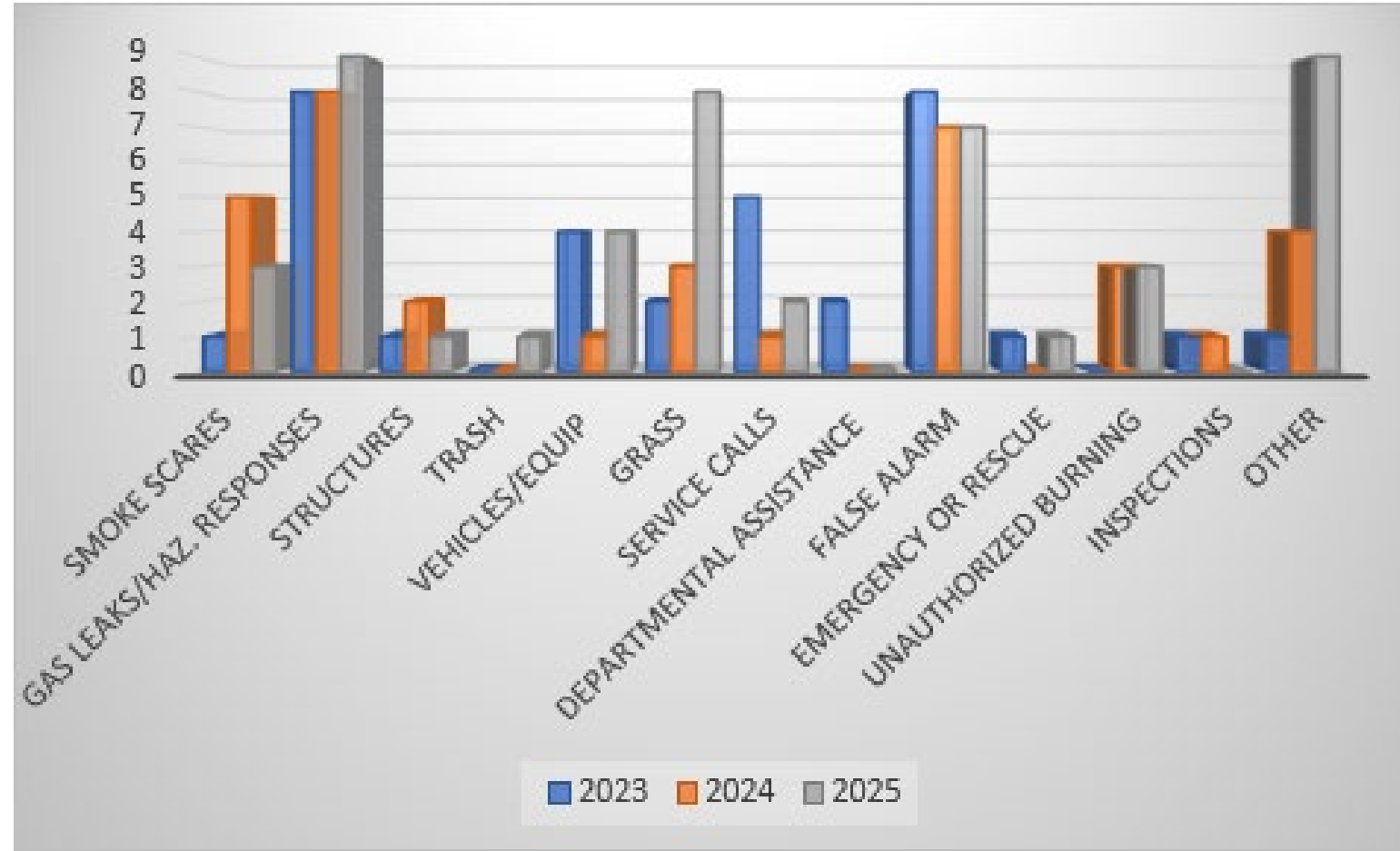


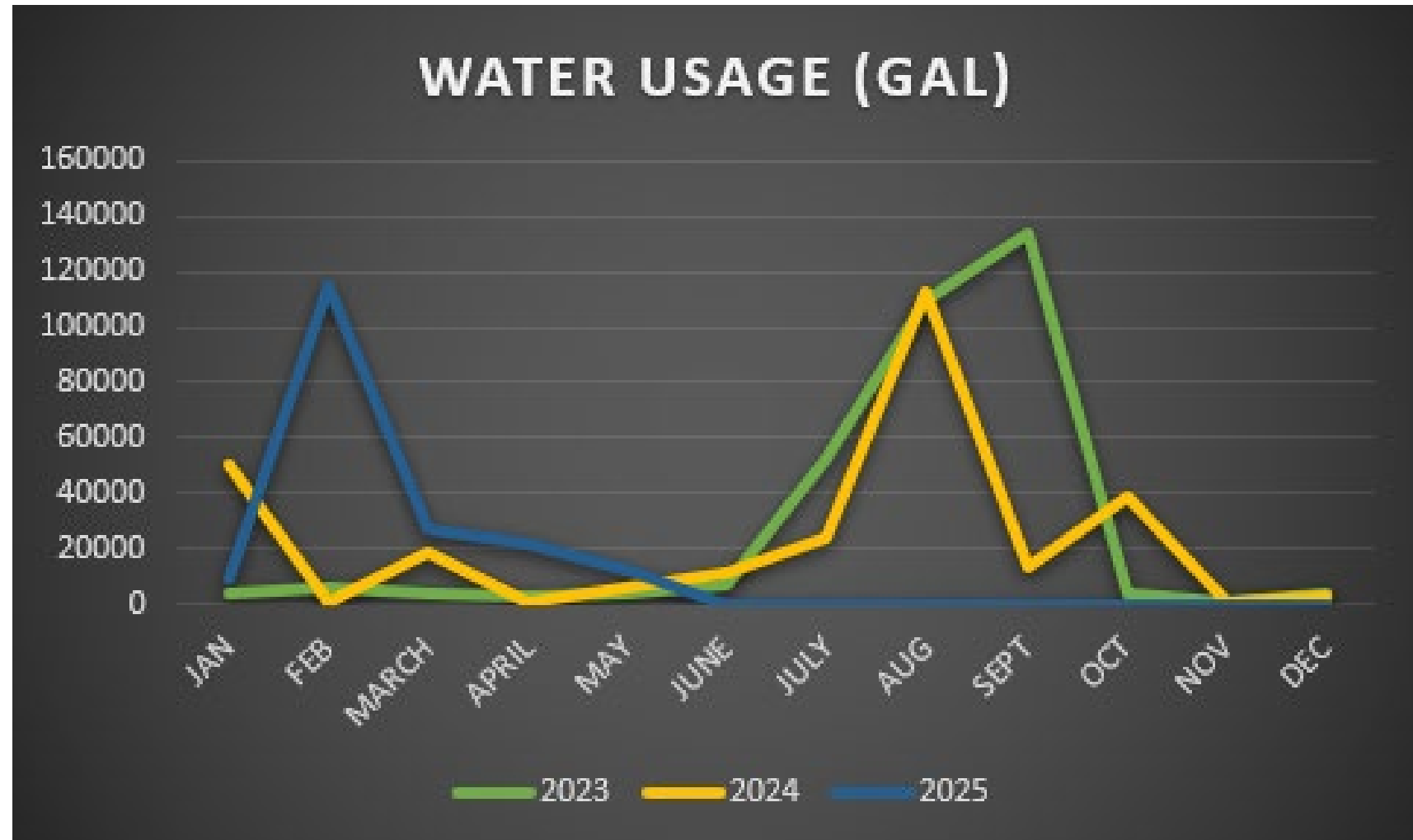


# MAY



# MAY CALLS FOR SERVICE









# PARKS & CEMETERY



## Parks and Rec-2024-2025



12 Pavillion rental

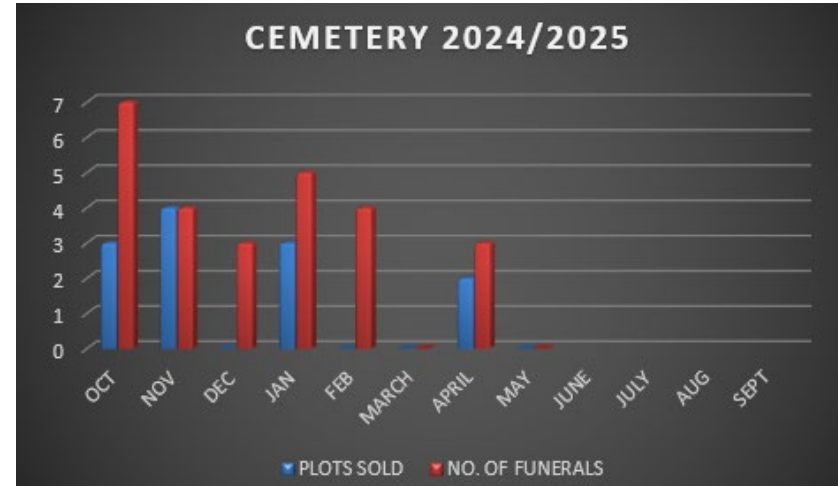
Held Frontier Days in the park

Aquatic Center opened May 24<sup>th</sup>

Sand Volleyball Tournaments have begun

Maintaining all parks

Maintaining Pool



Mowing and weed eating Cemetery

Maintaining equipment

Filling graves

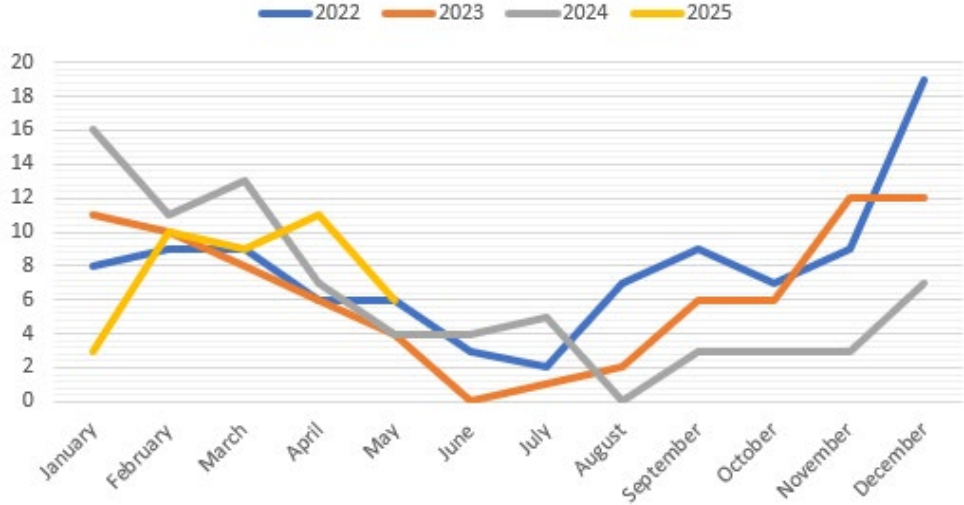
# CEMETERY



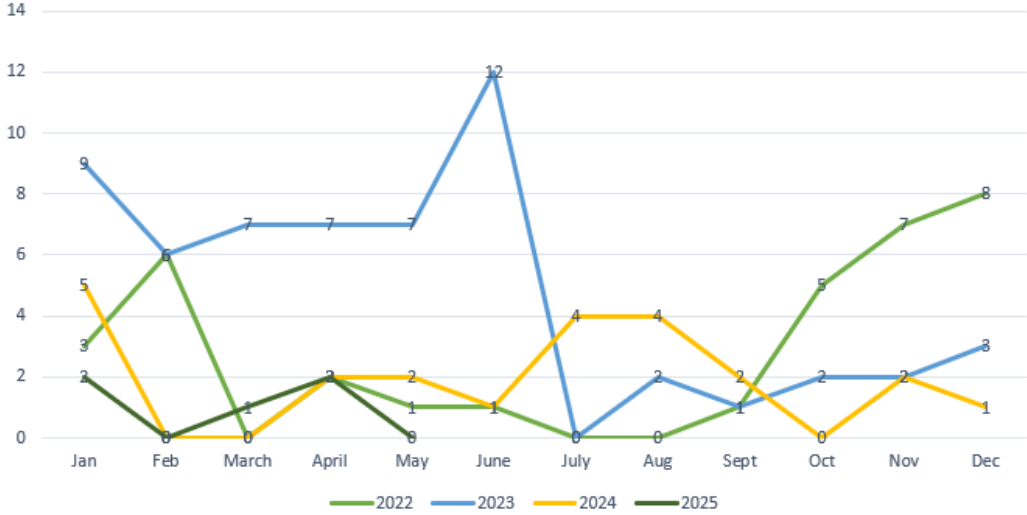
# PUBLIC WORKS



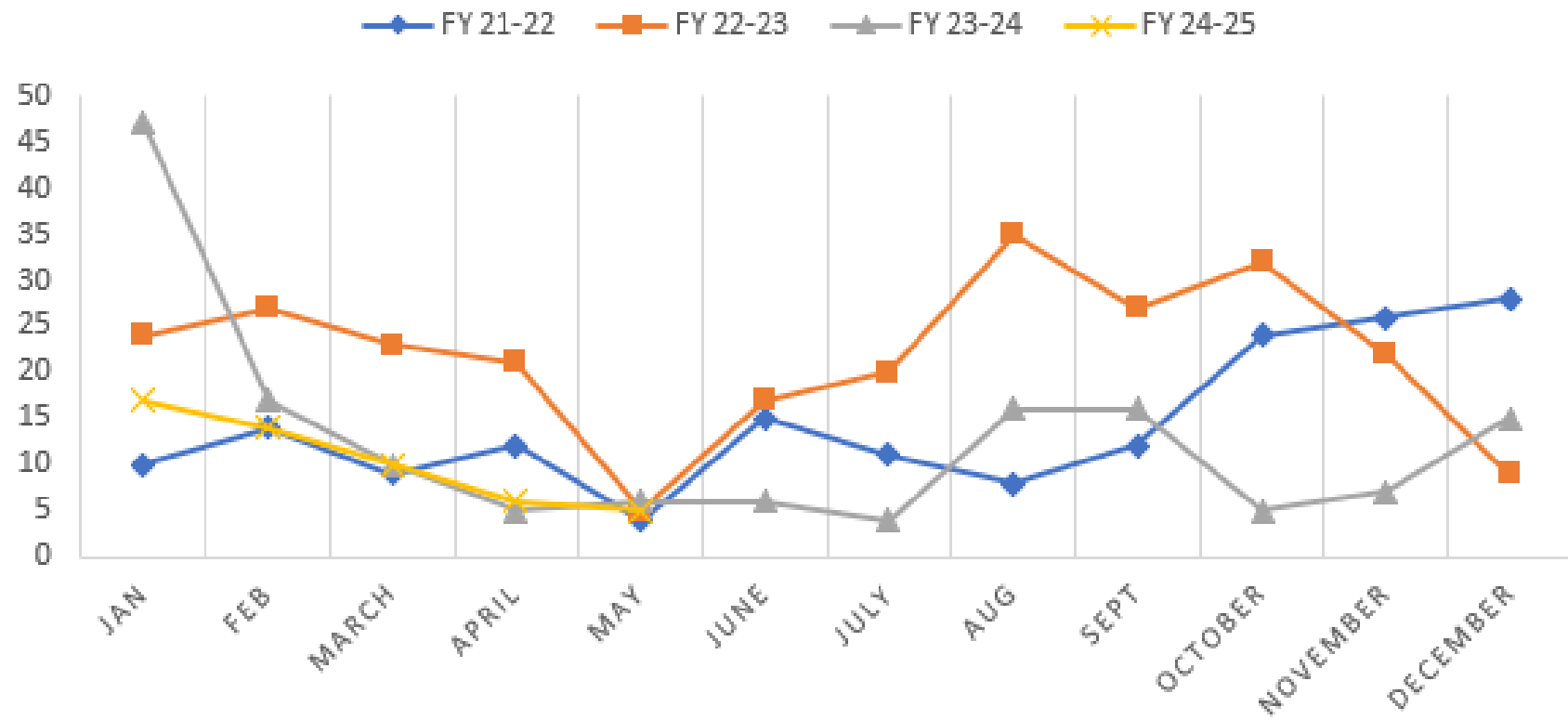
### SEWER STOPPAGES



### Meter Leak Report



## WATER LEAKS





BRECKENRIDGE CITY COMMISSION  
AGENDA SUMMARY FORM

**Subject:** Consider approval of the second reading of Resolution 2025-14, a two-year extension of Elite Submersible Pump (ESP) Lease agreement and performance agreement.

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

**Date:** June 1, 2025

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**ESP LEASE AGREEMENT:**  
Elite Submersible Pumps requested and the BEDC approved a two-year extension to their lease agreement.

**ESP PERFORMANCE AGREEMENT:**  
Elite Submersible Pumps requested and the BEDC approved cash-for-job incentive of \$5,000 per job for additional hires beyond the current 24 FTE employees at ESP.

**FINANCIAL IMPACT:**  
BEDC will capture lease payments and will fund new employee cash-for-jobs incentives.

**STAFF RECOMMENDATION:**  
Consider approval of second reading of Resolution 2025-14 as presented.

**RESOLUTION NO. 2025-14**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS AUTHORIZING THE BRECKENRIDGE ECONOMIC DEVELOPMENT CORPORATION TO UNDERTAKE A PROJECT TO PROMOTE NEW OR EXPANDED BUSINESS ENTERPRISES BY PROVIDING A 2-YEAR LEASE EXTENSION AND CASH FOR JOBS INCENTIVE TO ELITE SUBMERSIBLE PUMPS; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Board of Directors of the Breckenridge EDC (the “EDC Board”) has approved a proposed project to provide a 2-year lease extension and cash for jobs incentive in the amount \$5,000 per job beyond 24 full time employees to Elite Submersible Pumps in exchange for job creation and retention in the City of Breckenridge (the “Project”);

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

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

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

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

**SECTION 1.** The recitals outlined above are found to be true and correct and are hereby adopted.

**SECTION 2.** The Project, as defined above, is hereby authorized.

**SECTION 3.** That this Resolution shall take effect immediately upon its approval on second reading by the City Commission.

**PASSED AND APPROVED** on first reading by the City Commission of the City of Breckenridge this the 3rd day of June 2025.

**PASSED, ADOPTED, AND APPROVED** on second reading by the City Commission of the City of Breckenridge this the 1st day of July 2025.

\_\_\_\_\_  
Bob Sims, Mayor

**ATTEST:**

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

S E A L



BRECKENRIDGE CITY COMMISSION  
AGENDA SUMMARY FORM

**Subject:** Consider approval of the second reading of Resolution 2025-15; BEDC recommended approval of R.E. Dye Retention Incentives

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

**Date:** June 1, 2025

---

**RETENTION INCENTIVES:**

Since the passing of Jimmy Dye, ownership of R.E. Dye Manufacturing has transitioned to his son, Coby Dye, who has been actively restructuring the company to increase operational efficiency and maximize cash flow. During this time, R.E. Dye has received multiple inquiries regarding a potential acquisition. However, it is R.E. Dye’s clear intention to keep the company—and its jobs—rooted in Breckenridge, Texas.

To support these restructuring efforts and enhance profitability through the adoption of new technologies that will modernize machining processes, the BEDC Board approved an incentive package totaling \$150,000. This investment equates to approximately \$3,261 per job and will directly assist the company in improving its operational margins and securing long-term sustainability in Breckenridge.

Cash-for-Jobs Incentives	\$150,000
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**FINANCIAL IMPACT:**

BEDC funds the retention incentive.

**STAFF RECOMMENDATION:**

Consider approval of second reading of Resolution 2025-15 as presented.

## RESOLUTION NO. 2025-15

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS AUTHORIZING THE BRECKENRIDGE ECONOMIC DEVELOPMENT CORPORATION TO UNDERTAKE A PROJECT TO PROMOTE NEW OR EXPANDED BUSINESS ENTERPRISES BY PROVIDING FINANCIAL INCENTIVES TO R.E. DYE MANUFACTURING AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Board of Directors of the Breckenridge EDC (the “EDC Board”) has approved a proposed project to provide Financial Incentive in the amount of \$150,000.00 to R.E. Dye Manufacturing in exchange for job creation and retention in the City of Breckenridge (the “Project”);

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

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

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

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

**SECTION 1.** The recitals outlined above are found to be true and correct and are hereby adopted.

**SECTION 2.** The Project, as defined above, is hereby authorized.

**SECTION 3.** That this Resolution shall take effect immediately upon its approval on second reading by the City Commission.

**PASSED AND APPROVED** on first reading by the City Commission of the City of Breckenridge this the 3rd day of June 2025.

**PASSED, ADOPTED, AND APPROVED** on second reading by the City Commission of the City of Breckenridge this the 1<sup>st</sup> day of July 2025.

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Bob Sims, Mayor

**ATTEST:**

---

Jessica Sutter, City Secretary

S E A L





BRECKENRIDGE CITY COMMISSION  
AGENDA SUMMARY FORM

**Subject:** Consider approval of the second reading of Resolution 2025-16, TSTC CNC Fall Semester Training Program

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

**Date:** June 1, 2025

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**BASIC TSTC CNC PROGRAM:**

A training program offering by TSTC in CNC Machining:  
Texas State Technical College is now enrolling for the Fast Trac CNC Machining course starting August 25, 2025, in Breckenridge. This 130-hour evening course is designed to help students gain the hands-on skills employers are looking for in manufacturing and precision machining.  
**Course Dates:** August 25 – November 6, 2025'  
**Schedule:** Monday – Thursday, 6 PM – 9 PM  
**Location:** TSTC Breckenridge Campus

BEDC Full Scholarship Application Upon Request

Program includes:

- Machining fundamentals
- Measurement and quality control
- Machine tool math and safety
- Geometric Dimensioning & Tolerancing (GD&T)
- Real-world, hands-on experience

**INCENTIVE INCLUDES:**

HAAS Mini mill CNC Machine	\$58,570.50
<u>8 Full Scholarships</u>	<u>\$32,000.00</u>
<b>Sum</b>	<b>\$90,570.50</b>

**FINANCIAL IMPACT:**

BEDC funds the HAAS Mini Mill CNC Machine and 8 full scholarships

**STAFF RECOMMENDATION:**

Consider approval of the second reading of Resolution 2025-16 as presented.

## RESOLUTION NO. 2025-16

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS AUTHORIZING THE BRECKENRIDGE ECONOMIC DEVELOPMENT CORPORATION TO UNDERTAKE A PROJECT TO PROMOTE NEW OR EXPANDED BUSINESS ENTERPRISES BY PROVIDING FINANCIAL ASSISTANCE, TO INCLUDE A HAAS MINI MILL CNC MACHINE AND 8 FULL SCHOLARSHIPS TO TEXAS STATE TECHNICAL COLLEGE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Board of Directors of the Breckenridge EDC (the “EDC Board”) has approved a proposed project to provide Financial Assistance to include a HAAS Mini mill CNC machine and 8 full scholarships in an amount totaling of \$90,570.50 to Texas State Technical College in exchange for job creation and retention in the City of Breckenridge (the “Project”);

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

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

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

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

**SECTION 1.** The recitals outlined above are found to be true and correct and are hereby adopted.

**SECTION 2.** The Project, as defined above, is hereby authorized.

**SECTION 3.** That this Resolution shall take effect immediately upon its approval on second reading by the City Commission.

**PASSED AND APPROVED** on first reading by the City Commission of the City of Breckenridge this the 3rd day of June 2025.

**PASSED, ADOPTED, AND APPROVED** on second reading by the City Commission of the City of Breckenridge this the 1st day of July 2025.

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Bob Sims, Mayor

**ATTEST:**

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Jessica Sutter, City Secretary

S E A L



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Consider approval of Resolution 2025-17 City of Breckenridge Investment Policy

**Department:** Administration

**Staff Contact:** Jessica Sutter

**Title:** City Secretary

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### BACKGROUND INFORMATION:

In accordance with Chapter 2256 of the Government Code, or Public Investment Act the city must adopt an investment policy that will assure the safety and preservation of principal funds, maintain sufficient liquidity, gain public trust from prudent investment activities, and attain a rate of return that shall be the best possible rate for the city under government-backed securities.

Included:  
Resolution 2025-17  
Exhibit A  
Investment Policy Certification

### FINANCIAL IMPACT:

NA

### STAFF RECOMMENDATION:

Consider approval of Resolution 2025-17 as presented.

**RESOLUTION NO. 2025-17**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, APPROVING AN INVESTMENT POLICY.**

**WHEREAS**, Chapter 2256 of the Government Code, commonly known as the “Public Funds Investment Act,” requires the city to adopt an Investment Policy by rule, order, ordinance, or resolution; and

**WHEREAS**, the Public Funds Investment Act requires the treasurer (Jessica Sutter); the chief financial officer (Diane Latham); of the city to attend investment training; and

**WHEREAS**, the City of Breckenridge approves the investment training courses sponsored by the Texas Municipal League, University of North Texas-Center for Public Management, and the Government Treasurers Organization of Texas; and

**WHEREAS**, the treasurer (Jessica Sutter); the chief financial officer (Diane Latham), of the city have attended investment training courses sponsored by the Texas Municipal League, University of North Texas-Center for Public Management, or the Government Treasurers Organization of Texas, as required by the Public Funds Investment Act; and

**WHEREAS**, the attached Investment Policy and incorporated revisions comply with the Public Funds Investment Act, as amended, and authorize the investment of city funds in safe and prudent investments.

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

That the City of Breckenridge has complied with the requirements of the Public Funds Investment Act, Chapter 2256.008, Government Code, and the Investment Policy, as amended, attached hereto as “Exhibit A” is hereby adopted as the Investment Policy of the city effective July 1, 2025.

**PASSED, ADOPTED, AND APPROVED** by the City Commission of the City of Breckenridge this the 1<sup>ST</sup> day of July 2025.

\_\_\_\_\_  
Bob Sims, Mayor

**ATTEST:**

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

S E A L

**EXHIBIT A**  
**CITY OF BRECKENRIDGE INVESTMENT POLICY**  
**OBJECTIVES**

The investment policy of the City of Breckenridge shall be to:

1. Assure the safety and preservation of principal.
2. Maintain sufficient liquidity to provide adequate and timely operating needs.
3. Gain public trust from prudent investment activities.
4. Attain a rate of return that shall be the best possible rate for the City of Breckenridge under government-backed securities

**AUTHORIZED**

The City of Breckenridge funds governed by this policy may be invested as described below, as authorized by Chapter 2256 of the Texas Government Code (Public Funds Investment Act). Investment of the City of Breckenridge funds in any instrument or security not authorized for investment under the Act is prohibited.

1. Obligations, including letter of credit, of the United States of America, its agencies and instrumentalities.
2. Certificates of Deposit or share certificates issued by a depository institution that has its main office or branch office in Texas and is:
  - 1) Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
  - 2) Secured by obligations in a manner and amount provided by law for deposits of the City of Breckenridge, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates;
  - 3) Secured in any other manner and amount provided by law for deposits of the City of Breckenridge.
3. Local government investment pools either state-administered or developed through joint powers statutes and other intergovernmental agreement legislation.

**TRAINING REQUIREMENTS**

Designated investment Officer(s) shall attend an investment training session no less than once in a two-year period (based on the anniversary date of prior training of investment officer(s)) and shall receive not less than ten hours of instruction relating to investment

responsibilities. The investment training shall be provided by an independent source approved by the City Commission. For purpose of this policy, and “independent source” from which investment training shall be obtained shall include Texas Municipal League, University of North Texas-Center of Public Management, or the Government Treasurers Organization of Texas.

### **INTERNAL CONTROLS**

A system of internal controls shall be documented in writing. Also, they shall be designated to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by employees and officers of the City of Breckenridge. Controls deemed most important shall include:

1. Control of collusion.
2. Separation of transaction authority from accounting and record keeping.
3. Custodial safekeeping.
4. Avoidance of physical delivery securities.
5. Clear delegation of authority to subordinate staff members.
6. Written confirmation of telephone (voice) transactions for investments and wire transfers.
7. Development of wire transfer agreement with the depository bank or third-party custodian.

### **SAFEKEEPING AND CUSTODIAL AGREEMENTS**

The City of Breckenridge shall contract with a bank or banks for the safekeeping of securities either owned by the City of Breckenridge as part of its investment portfolio or held as collateral to secure demand or time deposits. Securities owned by the City of Breckenridge shall be held in the City of Breckenridge’s name as evidenced by safekeeping receipts of the institution holding the securities.

Collateral for deposits will be held by a third-party custodian designated by the City of Breckenridge and pledged to the City of Breckenridge as evidenced by safekeeping receipts of the institution with which the collateral is deposited. Original safekeeping receipts shall be obtained. Collateral may be held by the depository bank’s trust department, a Federal Reserve Bank of a Federal Reserve Bank, a Federal Home Loan Bank, or a third-party bank approved by the City of Breckenridge.

## **COLLATERAL POLICY**

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City of Breckenridge to require the full collateralization of all City of Breckenridge funds on deposit with a depository bank, other than investments. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC. At its discretion, the City of Breckenridge may require a higher level of collateralization for certain investment securities. Securities pledged as collateral shall be held by an independent third party with which the City of Breckenridge has a current custodial agreement. The Chief Financial Officer is responsible for entering into collateralization agreements with third-party custodians in compliance with this Policy. The agreements are to specify the acceptable investment securities for collateral, including provisions relating to possession of the collateral, valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City of Breckenridge and retained. Collateral shall be reviewed at least monthly to assure that the market value of the pledged securities is adequate. The City of Breckenridge shall accept only the following types of collateral:

1. Obligation of the U.S. or its agencies and instrumentalities
2. Direct obligations of the State of Texas or its agencies and instrumentalities.
3. Obligations of states, agencies counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized rating firm not less than A or its equivalent with a remaining maturity of (10) years or less.
4. A surety bond issued by an insurance company rates as to investment quality by a nationally recognized rating firm not less than A.
5. A letter of credit issued to the City of Breckenridge by the Federal Home Loan Bank.

Investment officials shall be bonded

All Collateral shall be subject to inspection and audit by the Chief Financial Officer or the City's independent auditor.

## **DELIVERY VS. PAYMENT**

Securities shall be purchased using the delivery vs. payment method with the exception of investment pools and mutual funds. Funds will be released after notification that the purchased security has been received.



## **PORTFOLIO REPORT**

A quarterly management portfolio shall be prepared by the investment officer relating to investments of the City of Breckenridge and appropriate collateral pledged for those investment instruments requiring security. A comprehensive report on the investment program and investment activity shall be presented annually to the governing body. The annual report shall include a review of the activities and yield a return for the 12 months, suggest policies and improvements that might enhance the investment program, and include an investment plan for the ensuing fiscal year.

## **SAFETY, PRUDENCE, AND PUBLIC TRUST**

The investment officer shall exhibit prudence and discretion in the selection and management of securities. Investment officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively. Skill and judgment shall be exercised in order that no individual or group of transactions undertaken would jeopardize the total capital sum of the overall portfolio. The City of Breckenridge shall not allow speculation (such as anticipating an appreciation of capital through changes in market interest rates) in the selection of any investments. Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

The investment portfolio shall be diversified to reduce the risk of loss of investment income from over-concentration of assets in a specific issue, a specific issue size, or a specific class of securities. Nevertheless, the City of Breckenridge recognizes that in a diversified portfolio, occasional measured losses are inevitable and must be considered within the context of the overall portfolio's investment return. Also, it is intended that investments in all funds shall be managed in such a way that any market price losses resulting from interest rate volatility shall be offset by income received from the balance of the portfolio during a 12-month period.

## **LIQUIDITY**

To meet the investment objectives of the City of Breckenridge the maturity of investments shall be targeted to coincide with the flow needs of the City of Breckenridge. Assets of the City of Breckenridge shall be invested in instruments whose maturities do not exceed approved periods as determined by the City of Breckenridge City Commission at the time of purchase. Assets held in debt retirement funds may be invested in maturities exceeding one year.

## **DELEGATION OF INVESTMENT AUTHORITY**

The City Commission designates the City Treasurer (City Secretary) and/or the Chief Financial Officer (Finance Director) as the City of Breckenridge's Investment Officer(s). An investment Officer is authorized to execute investment transactions on behalf of the City of Breckenridge. No person may engage in an investment transaction or the management of the City of Breckenridge funds except as provided under the terms of this Investment Policy as approved by the City Commission. The investment authority granted to the investing officers is effective until rescinded by the City Commission.

## **INVESTMENT STRATEGY**

The City of Breckenridge manages investment portfolios utilizing specific investment considerations designed to address the unique characteristics of the fund groups represented in the investment portfolios.

Investment strategies for Operating Funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. A secondary objective is to maintain an investment portfolio which experiences minimal volatility during economic cycles. Preservation of principle may be accomplished by purchasing high quality, short to medium term securities that complement each other in a laddered or barbell portfolio structure. A dollar weighted average maturity of 365 days or less will be calculated using the stated maturity date for each security. Purchased securities will have a stated final maturity of three years or less.

Investment strategies for Debt Service Interest and Sinking funds have as their primary objective the assurance of investment liquidity adequate to cover obligations on required payment dates. Securities purchased shall not have a stated final maturity date which exceeds the unfunded required payment date.

Investment strategies for Reserve Funds have as the primary objective the ability to generate a dependable revenue stream with a low degree of volatility. Except as may be otherwise required, securities should be of high quality, with short to intermediate term maturities. Purchased securities will have a stated final maturity of five years or less.

## **ETHICS AND CONFLICT OF INTEREST**

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment business with the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual selling to sell an investment to the City shall file a statement disclosing that relationship. This section is prescribed by Chapter 2256.005 of the Government Code.

## **BRECKENRIDGE CEMETERY PERPETUAL CARE FUND**

The Breckenridge Cemetery Perpetual Care Fund, as established by a trust agreement executed May 11, 1994, is not considered public funds and is therefore not subject to the foregoing sections of this policy, but rather all funds in the Breckenridge Cemetery Perpetual Care Funds shall be invested according to Section 113.056 of the Texas Trust Code.

**APPROVED THIS 1ST DAY OF JULY 2025**

\_\_\_\_\_  
Bob Sims, Mayor

ATTEST:

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

SEAL

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of the City of Breckenridge (the entity) and Clear Fork Bank (the Business Organization) pursuant to the Public Funds Investment Act, Chapter 2256, Government Code, (the Act) in connection with investment transactions conducted between the Investor and the Business Organization.

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor (Note: as such terms are used in the Public Funds Investment Act, Chapter 2256, Government Code) and
2. The Qualified Representative of the Business Organization has received and reviewed the investment Policy furnished by the Investor and
3. The qualified Representative of the Business Organization has personally read and understands the Investment Policy of the City of Breckenridge and has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Entity that are not authorized by the Entity's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the Entity's entire portfolio or requires an interpretation of subjective investment standards. Transactions between this business organization and the City of Breckenridge will be directed toward precluding imprudent investment activities and protecting the corporation from credit or market risk.
4. All the sales personnel of this firm dealing with the city of Breckenridge's account have been informed and will be routinely informed of the City's investment horizons, limitations, strategy and risk constraints, whenever we are so informed. This pledges due diligence in informing the City of foreseeable risks associated with financial transaction connection to this firm.

Qualified Representative of the Business Organization

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

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

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### **BACKGROUND INFORMATION:**

During the Strategic Planning process, the community's desire for a splash pad was identified as a priority. Since then, we have taken appropriate planning steps to pursue this goal, including the pursuit of a matching grant through Texas Parks & Wildlife in last year's grant cycle. The City was not selected for funding. However, staff have attended a workshop presented by TPW and received feedback on addressing grant elements for a more competitive submittal in the next grant cycle.

In June, Public Management Inc. was awarded a contract for this grant's application preparation and administrative services.

This, approval of Resolution 2025-18, is the next step in the application process.

### **FINANCIAL IMPACT:**

N/A

### **STAFF RECOMMENDATION:**

Consider approval of Resolution 2025-18 as presented.



## Local Park Grant Program Resolution 2025-18 Authorizing Application

A resolution of the City of Breckenridge as hereinafter referred to as “Applicant,” designating certain officials as being responsible for, acting for, and on behalf of the Applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as “Department,” for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the “Program”; certifying that the Applicant is eligible to receive program assistance; certifying that the Applicant matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses.

**WHEREAS**, the Applicant is fully eligible to receive assistance under the Program; and

**WHEREAS**, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

### BE IT RESOLVED BY THE APPLICANT:

**SECTION 1:** That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

**SECTION 2:** That the Applicant hereby certifies that the matching share for this application is readily available at this time.

**SECTION 3:** That the Applicant hereby authorizes and directs the City Manager to act for the Applicant in dealing with the Department for the purposes of the Program, and that City Manager is hereby officially designated as the representative in this regard.

**SECTION 4:** The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as City Park in the City of Breckenridge for use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

Introduced, read and passed by an affirmative vote of the “Applicant” on this \_\_\_\_ day of \_\_\_\_, 2025.

\_\_\_\_\_  
Signature of Local Government Official

Bob Sims, Mayor  
\_\_\_\_\_  
Typed Name and Title

### ATTEST:

\_\_\_\_\_  
Signature

Jessica Sutter, City Secretary  
\_\_\_\_\_  
Typed Name and Title



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

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

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### **BACKGROUND INFORMATION:**

The Street Improvement Phase 2 is ready for final acceptance, closeout and release of retainage. This is contingent upon receipt of all required closeout documents and completion of punch list items.

### **Phase 2 Streets:**

West 3<sup>rd</sup> (west of Pecan)  
 West 4<sup>th</sup> (Parks to US 183)  
 North Harvey  
 North Harding  
 North Oakwood (Jeannette to 5<sup>th</sup>)  
 North Payne (2<sup>nd</sup> to 7<sup>th</sup>)  
 Veale  
 East Dyer (Butte to Hartford)  
 North Flint  
 Gaddis  
 Stoker  
 West Hullum  
 South Harvey  
 South Pecan  
 South Harding (US 180 to Elliott)

### **FINANCIAL IMPACT:**

Pay App #6 - \$513,186.22

Pay App #7 - \$145,402.50

**STAFF RECOMMENDATION:**

Approve final acceptance of Street Improvement Phase 2, closeout documents and release of retainage contingent upon completion of punch list items and authorize City Manager to execute documents.



254-559-5012 • P.O. BOX 671  
325-548-9369 • 1465 ELM DALE RD. NORTH



BRECKENRIDGE, TEXAS 76424  
ABILENE, TEXAS 79601

**CERTIFICATE OF COMPLETION and CONTRACTOR'S AFFIDAVIT**

Owner : City of Breckenridge  
105 N. Rose Avenue  
Breckenridge, TX 76424

Contract for: 2024 Paving Improvements Phase 1

Contract Date: September 18, 2024

Completion Date: April 23, 2025

I CERTIFY: That the work under the above-named contract, including all amendments thereto, has been satisfactorily completed; that all charges or bills for labor or services performed or materials furnished, and other charges against the project, including those incurred by Subcontractors, have been paid or will be paid in full and in accordance with the terms of the contract; that no liens have been attached against the property and improvements of Owner; that no notice of intention to claim liens is outstanding; that no suits are pending by reasons of work on the project under the contract; that all Workmen's Compensation claims have been settled and that no public liability claims are pending. Affidavit is made for the purpose of obtaining final payment on said contract.

Raydon, Inc.

Contractor Name

By :

Signature

Seth Shortes

Printed Name

Vice President

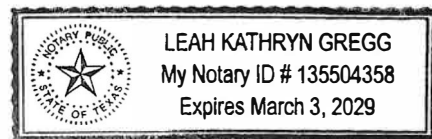
Printed Title

Sworn to and subscribed before me, a Notary Public, this 23 day of June, 2025.

*Leah K. Gregg*

Notary Public, State of Texas

My Commission expires: 3/3/2029



254-559-5012 • P.O. BOX 671  
325-548-9369 • 1465 ELMDALE RD. NORTH



BRECKENRIDGE, TEXAS 76424  
ABILENE, TEXAS 79601

Owner: City of Breckenridge  
105 N. Rose Avenue, Breckenridge, TX 76424

Contractor: Raydon, Inc.  
PO Box 671, Breckenridge, TX 76424

Project: 2024 Paving Improvements Phase 1

We, Raydon, Inc., on the above referenced project, do hereby guarantee that for a period of ONE (1) year from 04/23/25 the above work will be, and will remain free from all defects in workmanship and materials, and that it will comply with all the specific requirements of the specifications and other Contract Documents which govern the work under our Contract for the above project.

It is further understood and agreed that, if any of the above work becomes defective during this warranty period, we will, at our expense, repair such work to the complete satisfaction of the Owner, or, if necessary, we will remove such defective work and replace it with new work meeting all requirements of the Plans and Specifications, and we will bear all costs of supplying such new work, and installing and finishing same, and will assume all costs for replacing other work damaged by the removal and replacement of any defective work, including costs for freight, drayage, and all labor in connection therewith. This warranty does not include repairs of grass re-growth, severe weather, or extreme loads that may cause failures to asphalt parking/roads. It is further understood that any asphalt failures resulting from subgrade failures will not be covered in this warranty.

Warranty requests may be made to Seth Shortes at the information listed below. Response to requests will be made within (10) business days.

Raydon, Inc

Contractor Name

By: 

Vice President

Signature/Title

PO Box 671

Address

Breckenridge, TX 76424

City, State, Zip

254-559-0002

Phone

254-559-7139

Fax

seth@raydon-inc.com

Email

**CHANGE ORDER NO.: 3**

Owner: **City of Breckenridge**  
 Engineer: **eHT**  
 Contractor: **Raydon, Inc.**  
 Project: **2024 Paving Improvements – Phase 1**  
 Contract Name: **N/A**  
 Date Issued: **5/23/2025**

Owner's Project No.: **N/A**  
 Engineer's Project No.: **5580-40**  
 Contractor's Project No.: **N/A**

Effective Date of Change Order: **5/23/2025**

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

Description:

- **Final Quantity Rectification**

Attachments: **N/A**

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ <b>2,405,233.20</b>		Substantial Completion:	<b>90 days</b>
		Ready for final payment:	<b>120 days</b>
<b>Increase</b> from previously approved Change Orders		<b>Increase</b> from previously approved Change Orders	
\$ <b>424,838.63</b>		Substantial Completion:	<b>180 days</b>
		Ready for final payment:	<b>180 days</b>
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ <b>2,830,071.83</b>		Substantial Completion:	<b>270 days (7/14/25)</b>
		Ready for final payment:	<b>300 days (8/13/25)</b>
<b>Increase</b> this Change Order:		<b>Increase</b> this Change Order:	
\$ <b>77,978.11</b>		Substantial Completion:	<b>N/A</b>
		Ready for final payment:	<b>N/A</b>
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ <b>2,908,049.94</b>		Substantial Completion:	<b>270 days (7/14/25)</b>
		Ready for final payment:	<b>300 days (8/13/25)</b>

Recommended by Engineer

Accepted by Contractor

By:

*Sage Dills, P.E.*

By:

*Seth Shortes*

Title:

Project Manager

Title:

Vice President

Date:

*6/16/25*

Date:

6/16/2025

Authorized by Owner

By:

Title:

Date:

## Progress Estimate - Unit Price Work

## Contractor's Application

For Contract: City of Breckenridge 2024 Paving Improvements Phase I								Application Number: 6			
Application Period: 3/1/2025-4/21/2025								Application Date: 4/21/2025			
A					B	C	D	E	F		G
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
1	Mobilization, Bonds & Insurance	1	EA	\$ 52,063.40	\$ 52,063.40	1	\$52,063.40		\$52,063.40	100.0%	\$ -
2	Traffic Control Plan	1	LS	\$ 14,000.00	\$ 14,000.00	1.000	\$14,000.00		\$14,000.00	100.0%	\$ -
3	Erosion Control	1	LS	\$ 15,600.00	\$ 15,600.00	1.0	\$15,600.00		\$15,600.00	100.0%	\$ -
4	2" Type D HMAC (PG70-22) (Overlay)	8,100	TON	\$ 141.00	\$ 1,142,100.00	8100.00	\$1,142,100.00		\$1,142,100.00	100.0%	\$ -
5	Tack Coat (CSS-1H)	17,611	GAL	\$ 6.50	\$ 114,471.50	17,611	\$114,471.50		\$114,471.50	100.0%	\$ -
6	6" Type A Base Material	490	CY	\$ 81.06	\$ 39,719.40	490.0	\$39,719.40		\$39,719.40	100.0%	\$ -
7	Prime Coat (AEP)	732.5	GAL	\$ 6.50	\$ 4,761.25	732.5	\$4,761.25		\$4,761.25	100.0%	\$ -
8	2" Type D HMAC (PG70-22) (Widening)	337	TON	\$ 141.00	\$ 47,517.00	337.0	\$47,517.00		\$47,517.00	100.0%	\$ -
9	Demo, Remove and Dispose of Existing Pavement	6,090	SY	\$ 7.11	\$ 43,299.90	6090.0	\$43,299.90		\$43,299.90	100.0%	\$ -
10	Prime Coat (AEP) (Tie-In Locations)	1,520	GAL	\$ 6.50	\$ 9,880.00	1520.0	\$9,880.00		\$9,880.00	100.0%	\$ -
11	2" Type D HMAC (PG70-22) (Tie-In Locations)	835	TON	\$ 151.00	\$ 126,085.00	835.0	\$126,085.00		\$126,085.00	100.0%	\$ -
12	Demo, Remove & Dispose of Existing Pavement (Hullum/Harvey)	4,300	SY	\$ 12.56	\$ 54,008.00	4,300	\$54,008.00		\$54,008.00	100.0%	\$ -
13	Demo, Remove & Dispose of Existing Concrete Curb & Gutter	2,990	LF	\$ 2.00	\$ 5,980.00	2,990	\$5,980.00		\$5,980.00	100.0%	\$ -
14	Demo, Remove & Dispose of Existing Residential Concrete Driveway	320	SY	\$ 31.50	\$ 10,080.00	320	\$10,080.00		\$10,080.00	100.0%	\$ -
15	Furnish & Repair of Gravel Driveways	2,675	SY	\$ 5.88	\$ 15,729.00	2675.000	\$15,729.00		\$15,729.00	100.0%	\$ -
16	Furnish & Install Residential Concrete Driveway Apron	375	SY	\$ 107.25	\$ 40,218.75	375	\$40,218.75		\$40,218.75	100.0%	\$ -
17	Furnish & Install Cross-Street Concrete Apron with Monolithic Curb	550	SY	\$ 115.50	\$ 63,525.00	550.000	\$63,525.00		\$63,525.00	100.0%	\$ -
18	Furnish & Install Concrete Pavement with Monolithic Curb (Class P)(7")	4,525	SY	\$ 105.50	\$ 477,387.50	4525.000	\$477,387.50		\$477,387.50	100.0%	\$ -
19	Furnish & Install Concrete Curb & Gutter	1,150	LF	\$ 20.85	\$ 23,977.50	1150.000	\$23,977.50		\$23,977.50	100.0%	\$ -
20	Furnish & Install Concrete Valve Collar	30	EA	\$ 525.00	\$ 15,750.00	30.000	\$15,750.00		\$15,750.00	100.0%	\$ -
21	Furnish & Install Concrete Manhole Collar	22	EA	\$ 840.00	\$ 18,480.00	22.000	\$18,480.00		\$18,480.00	100.0%	\$ -
22	Furnish & Install Manhole Rim Adjustment	4	EA	\$ 235.00	\$ 940.00	4.000	\$940.00		\$940.00	100.0%	\$ -
23	Furnish & Install Valve Height Adjustment	4	EA	\$ 60.00	\$ 240.00	4.000	\$240.00		\$240.00	100.0%	\$ -
24	Furnish Right-of-Way Clearance	26,000	LF	\$ 2.67	\$ 69,420.00	26,000	\$69,420.00		\$69,420.00	100.0%	\$ -
	TOTALS				\$2,405,233.20		\$2,405,233.20		\$2,405,233.20	100.0%	

## Progress Estimate - Unit Price Work

## Contractor's Application

For Contract: City of Breckenridge 2024 Paving Improvements Phase I								Application Number: 6			
Application Period: 3/01/2025-4/21/2025								Application Date: 4/21/2025			
A					B	C	D	E	F		G
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D +)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	<u>Change Order #1 - No. 1: Elliott Street Improvements</u>										
12	Demo, Remove & Dispose of Existing Pavement at Hullum & Harvey	83	SY	\$ 12.56	\$ 1,042.48	83	\$1,042.48		\$1,042.48	100.0%	\$ -
18	Concrete Pavement with Monolithic Curb (Class "P")(7")	83	SY	\$ 105.50	\$ 8,756.50	83	\$8,756.50		\$8,756.50	100.0%	\$ -
13	Demo, Remove & Dispose of Existing Curb & Gutter	20	LF	\$ 2.00	\$ 40.00	20	\$40.00		\$40.00	100.0%	\$ -
19	Concrete Curb & Gutter	20	LF	\$ 20.85	\$ 417.00	20	\$417.00		\$417.00	100.0%	\$ -
14	Demolish, Remove & Dispose of Existing Residential Concrete Driveway	28	LF	\$ 31.50	\$ 882.00	28	\$882.00		\$882.00	100.0%	\$ -
16	Residential Concrete Driveway Apron	28	LF	\$ 107.25	\$ 3,003.00	28	\$3,003.00		\$3,003.00	100.0%	\$ -
	<u>Change Order #1 - No. 2: 4th Street Improvements</u>										
9	Demo, Remove & Dispose of Existing Pavement (Tie-ins)	-91	SY	\$ 7.11	\$ (647.01)	-91	-\$647.01		-\$647.01	100.0%	\$ -
12	Demo, Remove & Dispose of Existing Pavement	105	SY	\$ 12.56	\$ 1,318.80	105	\$1,318.80		\$1,318.80	100.0%	\$ -
4	Hot Mix Asphaltic Concrete (2")(Type D)(PG70-22) Overlay	-27.6	TONS	\$ 141.00	\$ (3,891.60)	-27.600	-\$3,891.60		-\$3,891.60	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2")(Type D)(PG70-22) (Tie-ins)	-10.5	TONS	\$ 151.00	\$ (1,585.50)	-10.50	-\$1,585.50		-\$1,585.50	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2")(Type D)(PG70-22) (Tie-ins)	12	TONS	\$ 151.00	\$ 1,812.00	12.000	\$1,812.00		\$1,812.00	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	-60	GAL	\$ 6.50	\$ (390.00)	-60.000	-\$390.00		-\$390.00	100.0%	\$ -
10	Prime Coat (AEP)(0.25 GAL/SY) (Tie-ins)	-22.75	GAL	\$ 6.50	\$ (147.88)	-22.750	-\$147.88		-\$147.88	100.0%	\$ -
10	Prime Coat (AEP)(0.25 GAL/SY) (Tie-ins)	26.25	GAL	\$ 6.50	\$ 170.63	26.250	\$170.63		\$170.63	100.0%	\$ -
17	Cross-Street Concrete Apron w/Monolithic Curb (Base Sub)	128	SY	\$ 115.50	\$ 14,784.00	128.000	\$14,784.00		\$14,784.00	100.0%	\$ -
N/A	Base Material for Reconstructed Asphalt (8" Compacted)	115.5	SY	\$ 19.00	\$ 2,194.50	115.500	\$2,194.50		\$2,194.50	100.0%	\$ -
	<u>Change Order #1 - No. 3: Payne Street Dumpster Pads</u>										
12	Demo, Remove & Dispose of Existing Pavement	160	SY	\$ 12.56	\$ 2,009.60	160	\$2,009.60		\$2,009.60	100.0%	\$ -
4	Hot Mix Asphaltic Concrete (2") (Type D)(PG70-22) Overlay	-18.2	TONS	\$ 141.00	\$ (2,566.20)	-18	-\$2,566.20		-\$2,566.20	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	-40	GAL	\$ 6.50	\$ (260.00)	-40	-\$260.00		-\$260.00	100.0%	\$ -
18	Concrete Pavement with Monolithic Curb (Class "P")(7")	160	SY	\$ 115.50	\$ 18,480.00	160	\$18,480.00		\$18,480.00	100.0%	\$ -
13	Demo, Remove & Dispose of Existing Concrete Curb & Gutter	131	LF	\$ 2.00	\$ 262.00	131	\$262.00		\$262.00	100.0%	\$ -
	<u>Change Order #1 - No. 4: South Pecan Median &amp; Pavement</u>										
13	Demolish, Remove & Dispose of Existing Concrete Curb & Gutter	226	LF	\$ 2.00	\$ 452.00	226	\$452.00		\$452.00	100.0%	\$ -
13	Demolish, Remove & Dispose of Existing Concrete Curb & Gutter (Additional)	90	LF	\$ 2.00	\$ 180.00	90	\$180.00		\$180.00	100.0%	\$ -

9	Demolish, Remove & Dispose of Existing Pavement (Tie-in Location)	820.0	SY	\$ 7.11	\$ 5,830.20	820	\$5,830.20	\$5,830.20	100.0%	\$ -
10	Prime Coat (AEP)(0.25 GAL/SY) (Tie-ins)	205	GAL	\$ 6.50	\$ 1,332.50	205	\$1,332.50	\$1,332.50	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2'') (Type D)(PG70-22)(Tie-in Locations)	94	TONS	\$ 151.00	\$ 14,194.00	94	\$14,194.00	\$14,194.00	100.0%	\$ -
N/A	Base Material for Reconstructed Asphalt STA. 11+00 to 12+62 (8" Compacted)	820	SY	\$ 19.00	\$ 15,580.00	820	\$15,580.00	\$15,580.00	100.0%	\$ -
N/A	Concrete Curb & Gutter	226	LF	\$ 20.85	\$ 4,712.10	226	\$4,712.10	\$4,712.10	100.0%	\$ -
N/A	Concrete Curb & Gutter (Additional)	90	LF	\$ 20.85	\$ 1,876.50	90	\$1,876.50	\$1,876.50	100.0%	\$ -
9	Demolish Remove & Dispose of Existing Pavement (Tie-in Locations)	104.0	SY	\$ (7.11)	\$ (739.44)	104	-\$739.44	-\$739.44	100.0%	\$ -
10	Prime Coat (AEP)(0.25 GAL/SY) (Tie-ins)	26	GAL	\$ (6.50)	\$ (169.00)	26	-\$169.00	-\$169.00	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2'')(Type D)(PG 70-22)(Tie-in Locations)	11.9	TONS	\$ (151.00)	\$ (1,802.03)	11.93	-\$1,802.03	-\$1,802.03	100.0%	\$ -
4	Hot Mix Asphaltic Concrete (2'')(Type D)(PG 70-22) Overlay	82.2	TONS	\$ (141.00)	\$ (11,594.73)	82.2	-\$11,594.73	-\$11,594.73	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	205.0	GAL	\$ (6.50)	\$ (1,332.50)	205	-\$1,332.50	-\$1,332.50	100.0%	\$ -
	<b>Change Order #1 - No. 5: Gaddis Street Changes</b>									
15	Repair of Gravel Driveways	84	SY	\$ 5.88	\$ 493.92	84	\$493.92	\$493.92	100.0%	\$ -
3	Concrete Valve Collar	4	EA	\$ 525.00	\$ 2,100.00	4	\$2,100.00	\$2,100.00	100.0%	\$ -
9	Demolish, Remove & Dispose Existing Pavement (Tie-in Locations)	432	SY	\$ 7.11	\$ 3,071.52	432	\$3,071.52	\$3,071.52	100.0%	\$ -
24	Right-of-Way Clearance	1,470	LF	\$ 2.67	\$ 3,924.90	1,470	\$3,924.90	\$3,924.90	100.0%	\$ -
10	Prime Coat (AEP)(0.25 GAL/SY) (Tie-ins)	108	GAL	\$ 6.50	\$ 702.00	108	\$702.00	\$702.00	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2'')(Type D)(PG 70-22)(Tie-in Locations)	50	TONS	\$ 151.00	\$ 7,550.00	50	\$7,550.00	\$7,550.00	100.0%	\$ -
4	Hot Mix Asphaltic Concrete (2'')(Type D) (PG 70-22) Overlay	242	TONS	\$ 141.00	\$ 34,122.00	242	\$34,122.00	\$34,122.00	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	525	GAL	\$ 6.50	\$ 3,412.50	525	\$3,412.50	\$3,412.50	100.0%	\$ -
6	Base Material (6'')(Type A, Grade 1 or 2) (Widening)	26.0	CY	\$ 81.06	\$ 2,107.56	26.000	\$2,107.56	\$2,107.56	100.0%	\$ -
15	Repair of Gravel Driveways	323.0	SY	\$ (5.88)	\$ (1,899.24)	323	-\$1,899.24	-\$1,899.24	100.0%	\$ -
9	Demolish, Remove & Dispose of Existing Pavement (Tie-in Location)	147	SY	\$ (7.11)	\$ (1,045.17)	147.000	-\$1,045.17	-\$1,045.17	100.0%	\$ -
24	Right-of-Way Clearance	2,880	LF	\$ (2.67)	\$ (7,689.60)	2880.000	-\$7,689.60	-\$7,689.60	100.0%	\$ -
10	Prime Coat (AEP)(0.25 GAL/SY) (Tie-ins)	37.00	GAL	\$ (6.50)	\$ (240.50)	37.000	-\$240.50	-\$240.50	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2'')(Type D)(PG 70-22)(Tie-in Locations)	16.90	TONS	\$ (151.00)	\$ (2,551.90)	16.900	-\$2,551.90	-\$2,551.90	100.0%	\$ -
4	Hot Mix Asphaltic Concrete (2'')(Type D)(PG 70-22) Overlay	375	TONS	\$ (141.00)	\$ (52,875.00)	375.000	-\$52,875.00	-\$52,875.00	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	814.0	GAL	\$ (6.50)	\$ (5,291.00)	814.000	-\$5,291.00	-\$5,291.00	100.0%	\$ -
6	Base Material (6'')(Type A, Grade 1 or 2) (Widening)	62	CY	\$ (81.06)	\$ (5,025.72)	62	-\$5,025.72	-\$5,025.72	100.0%	\$ -
	<b>Change Order #1 - No. 6: 3rd Street Pre-Lay</b>									
4	Hot Mix Asphaltic Concrete (2'')(Type D)(PG 70-22) Overlay	200.0	TONS	\$ 141.00	\$ 28,200.00	200	\$28,200.00	\$28,200.00	100.0%	\$ -
	<b>Change Order #1 - No. 7: Hullum Curb Replacement</b>									
N/A	Dowelled Curb on Existing Concrete Pavement	5110.0	LF	\$ 24.00	\$ 122,640.00	5,110	\$122,640.00	\$122,640.00	100.0%	\$ -
13	Demolish, Remove & Dispose of Existing Concrete Curb & Gutter	4,140	LF	\$ 2.00	\$ 8,280.00	4,140	\$8,280.00	\$8,280.00	100.0%	\$ -
N/A	Concrete Curb & Gutter	118	LF	\$ 20.85	\$ 2,460.30	118	\$2,460.30	\$2,460.30	100.0%	\$ -

	<u>Change Order #2 - No. 8: Cactus Cove</u>										
4	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22) Overlay	780.0	TONS	\$ 141.00	\$ 109,980.00	780	\$109,980.00		\$109,980.00	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	1,477	GAL	\$ 6.50	\$ 9,600.50	1,477	\$9,600.50		\$9,600.50	100.0%	\$ -
N/A	Mill Existing Asphalt at Tie-In Location	130	SY	\$ 2.00	\$ 260.00	130	\$260.00		\$260.00	100.0%	\$ -
N/A	Tack Coat (CSS-1H)(0.25 GAL/SY)(Tie-In Location)	32.50	GAL	\$ 6.50	\$ 211.25	33	\$211.25		\$211.25	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22)(Tie-in Locations)	15	TONS	\$ 151.00	\$ 2,257.45	15	\$2,257.45		\$2,257.45	100.0%	\$ -
	<u>Change Order #2 - No. 9: North Harding</u>										
4	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22) Overlay	836.0	TONS	\$ 141.00	\$ 117,876.00	836	\$117,876.00		\$117,876.00	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	1,581	GAL	\$ 6.50	\$ 10,276.50	1,581	\$10,276.50		\$10,276.50	100.0%	\$ -
N/A	Mill Existing Asphalt at Tie-In Location	750	SY	\$ 2.00	\$ 1,500.00	750	\$1,500.00		\$1,500.00	100.0%	\$ -
N/A	Tack Coat (CSS-1H)(0.25 GAL/SY)(Tie-In Location)	187.50	GAL	\$ 6.50	\$ 1,218.75	187.50	\$1,218.75		\$1,218.75	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22)(Tie-in Locations)	40	TONS	\$ 151.00	\$ 6,040.00	40	\$6,040.00		\$6,040.00	100.0%	\$ -
20	Concrete Valve Collar	2.00	EA	\$ 525.00	\$ 1,050.00	2	\$1,050.00		\$1,050.00	100.0%	\$ -
21	Concrete Manhole Collar	4	EA	\$ 840.00	\$ 3,360.00	4	\$3,360.00		\$3,360.00	100.0%	\$ -
	<u>Change Order #2 - No. 10: North Harvey</u>										
4	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22) Overlay	490.0	TONS	\$ 141.00	\$ 69,090.00	490	\$69,090.00		\$69,090.00	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	922	GAL	\$ 6.50	\$ 5,993.00	922	\$5,993.00		\$5,993.00	100.0%	\$ -
N/A	Mill Existing Asphalt at Tie-In Location	350	SY	\$ 2.00	\$ 700.00	350	\$700.00		\$700.00	100.0%	\$ -
N/A	Tack Coat (CSS-1H)(0.25 GAL/SY)(Tie-In Location)	87.50	GAL	\$ 6.50	\$ 568.75	87.50	\$568.75		\$568.75	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22)(Tie-in Locations)	40	TONS	\$ 151.00	\$ 6,040.00	40	\$6,040.00		\$6,040.00	100.0%	\$ -
20	Concrete Valve Collar	4.00	EA	\$ 525.00	\$ 2,100.00	4	\$2,100.00		\$2,100.00	100.0%	\$ -
21	Concrete Manhole Collar	1	EA	\$ 840.00	\$ 840.00	1	\$840.00		\$840.00	100.0%	\$ -
	<u>Change Order #2 - No. 11: Original Contract Changes</u>										
3	Erosion Control	-1.0	LS	\$ 15,600.00	\$ (15,600.00)	-1	-\$15,600.00		-\$15,600.00	100.0%	\$ -
6	Base Material (6")(Type A, Grade 1 or 2) (Widening)	-490	CY	\$ 81.06	\$ (39,719.40)	-490	-\$39,719.40		-\$39,719.40	100.0%	\$ -
7	Prime Coat (AEP)(0.25 GAL/SY) (Widening)	-733	SY	\$ 6.50	\$ (4,761.25)	-733	-\$4,761.25		-\$4,761.25	100.0%	\$ -
8	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22)(Widening)	-337	TONS	\$ 141.00	\$ (47,517.00)	-337	-\$47,517.00		-\$47,517.00	100.0%	\$ -
9	Demolish, Remove & Dispose of Existing Pavement (Tie-in Location)	-6,090.00	SY	\$ 7.11	\$ (43,299.90)	-6,090	-\$43,299.90		-\$43,299.90	100.0%	\$ -
N/A	Mill Existing Asphalt at Tie-In Location	6,090	SY	\$ 2.00	\$ 12,180.00	6,090	\$12,180.00		\$12,180.00	100.0%	\$ -
7	Prime Coat (AEP)(0.25 GAL/SY) (Widening)	733	SY	\$ 6.50	\$ 4,761.25	733	\$4,761.25		\$4,761.25	100.0%	\$ -
8	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22)(Widening)	337	TONS	\$ 141.00	\$ 47,517.00	337	\$47,517.00		\$47,517.00	100.0%	\$ -
20	Furnish & Install Concrete Valve Collar	1.00	EA	\$ 525.00	\$ 525.00	1	\$525.00		\$525.00	100.0%	\$ -
4	2" Type D HMAc (PG70-22) (Overlay)	163.96	TONS	\$ 141.00	\$ 23,118.36	163.96	\$23,118.36		\$23,118.36	100.0%	\$ -
	<b>TOTALS</b>				\$502,816.75		\$502,816.75		\$502,816.75	100.0%	\$0.00



## 7

To (Owner):	City of Breckenridge	From (Contractor):	Raydon, Inc.
Project:	2024 Paving Improvements Phase I	Contract Date:	9/18/2024
Engineer:	Enprotec / Hibbs & Todd	Contractor's Project No.:	P24130

### CHANGE ORDER SUMMARY

Approved Change Directive(s)		
Number	Additions	Deductions
1	\$214,593.98	
2	\$210,244.65	
3	\$77,978.11	
TOTAL	\$502,816.74	
NET CHANGE BY CHANGE ORDERS		\$502,816.74

- |  |    |                |
|--|----|----------------|
| 1. ORIGINAL CONTRACT PRICE.....  | \$ | \$2,405,233.20 |
| 2. Net change by Change Orders.....  | \$ | \$502,816.74   |
| 3. Current Contract Price (Line 1 ± 2).....  | \$ | \$2,908,049.94 |
| 4. TOTAL COMPLETED AND STORED TO DATE<br>(Column F total on Progress Estimates).....                 | \$ | \$2,908,049.95 |
| 5. RETAINAGE:  |    |                |
| a. 5%   X       _____ Work Completed.....  | \$ | _____          |
| b.       X       _____ Stored Material.....  | \$ | _____          |
| c. Total Retainage (Line 5.a + Line 5.b).....  | \$ | _____          |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....  | \$ | \$2,908,049.95 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....                                       | \$ | \$2,762,647.45 |
| 8. AMOUNT DUE THIS APPLICATION.....  | \$ | \$145,402.50   |
| 9. BALANCE TO FINISH, PLUS RETAINAGE<br>(Column G total on Progress Estimates + Line 5.c above)..... |    |                |
|  | \$ |                |

### Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment (see and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ \$145,402.50

Line 8 or other - attach explanation of the other amount)

is recommended by: G. D. L. (EHT) 6/25/25  
(Engineer) (Date)

Payment of: \$ \_\_\_\_\_

(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_

(Owner) \_\_\_\_\_ (Date) \_\_\_\_\_

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

Funding or Financing Entity (if applicable)	(Date)
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Contractor Signature

By: Marsee Shortes Fuller

Date: **6/18/2025**



Progress Estimate - Unit Price Work

Contractor's Application

For Contract: City of Breckenridge 2024 Paving Improvements Phase I								Application Number: 7				
Application Period: 6/1/2025-6/30/2025								Application Date: 6/18/2025				
A						B	C	D	E	F		G
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)							
1	Mobilization, Bonds & Insurance	1	EA	\$ 52,063.40	\$ 52,063.40	1	\$52,063.40		\$52,063.40	100.0%	\$ -	
2	Traffic Control Plan	1	LS	\$ 14,000.00	\$ 14,000.00	1.000	\$14,000.00		\$14,000.00	100.0%	\$ -	
3	Erosion Control	1	LS	\$ 15,600.00	\$ 15,600.00	1.0	\$15,600.00		\$15,600.00	100.0%	\$ -	
4	2" Type D HMAC (PG70-22) (Overlay)	8,100	TON	\$ 141.00	\$ 1,142,100.00	8100.00	\$1,142,100.00		\$1,142,100.00	100.0%	\$ -	
5	Tack Coat (CSS-1H)	17,611	GAL	\$ 6.50	\$ 114,471.50	17,611	\$114,471.50		\$114,471.50	100.0%	\$ -	
6	6" Type A Base Material	490	CY	\$ 81.06	\$ 39,719.40	490.0	\$39,719.40		\$39,719.40	100.0%	\$ -	
7	Prime Coat (AEP)	732.5	GAL	\$ 6.50	\$ 4,761.25	732.5	\$4,761.25		\$4,761.25	100.0%	\$ -	
8	2" Type D HMAC (PG70-22) (Widening)	337	TON	\$ 141.00	\$ 47,517.00	337.0	\$47,517.00		\$47,517.00	100.0%	\$ -	
9	Demo, Remove and Dispose of Existing Pavement	6,090	SY	\$ 7.11	\$ 43,299.90	6090.0	\$43,299.90		\$43,299.90	100.0%	\$ -	
10	Prime Coat (AEP) (Tie-In Locations)	1,520	GAL	\$ 6.50	\$ 9,880.00	1520.0	\$9,880.00		\$9,880.00	100.0%	\$ -	
11	2" Type D HMAC (PG70-22) (Tie-In Locations)	835	TON	\$ 151.00	\$ 126,085.00	835.0	\$126,085.00		\$126,085.00	100.0%	\$ -	
12	Demo, Remove & Dispose of Existing Pavement (Hullum/Harvey)	4,300	SY	\$ 12.56	\$ 54,008.00	4,300	\$54,008.00		\$54,008.00	100.0%	\$ -	
13	Demo, Remove & Dispose of Existing Concrete Curb & Gutter	2,990	LF	\$ 2.00	\$ 5,980.00	2,990	\$5,980.00		\$5,980.00	100.0%	\$ -	
14	Demo, Remove & Dispose of Existing Residential Concrete Driveway	320	SY	\$ 31.50	\$ 10,080.00	320	\$10,080.00		\$10,080.00	100.0%	\$ -	
15	Furnish & Repair of Gravel Driveways	2,675	SY	\$ 5.88	\$ 15,729.00	2675.000	\$15,729.00		\$15,729.00	100.0%	\$ -	
16	Furnish & Install Reisdential Concrete Driveway Apron	375	SY	\$ 107.25	\$ 40,218.75	375	\$40,218.75		\$40,218.75	100.0%	\$ -	
17	Furnish & Install Cross-Street Concrete Apron with Monolithic Curb	550	SY	\$ 115.50	\$ 63,525.00	550.000	\$63,525.00		\$63,525.00	100.0%	\$ -	
18	Furnish & Install Concrete Pavement with Monolithic Curb (Class P)(7")	4,525	SY	\$ 105.50	\$ 477,387.50	4525.000	\$477,387.50		\$477,387.50	100.0%	\$ -	
19	Furnish & Install Concrete Curb & Gutter	1,150	LF	\$ 20.85	\$ 23,977.50	1150.000	\$23,977.50		\$23,977.50	100.0%	\$ -	
20	Furnish & Install Concrete Valve Collar	30	EA	\$ 525.00	\$ 15,750.00	30.000	\$15,750.00		\$15,750.00	100.0%	\$ -	
21	Furnish & Install Concrete Manhole Collar	22	EA	\$ 840.00	\$ 18,480.00	22.000	\$18,480.00		\$18,480.00	100.0%	\$ -	
22	Furnish & Install Manhole Rim Adjustment	4	EA	\$ 235.00	\$ 940.00	4.000	\$940.00		\$940.00	100.0%	\$ -	
23	Furnish & Install Valve Height Adjustment	4	EA	\$ 60.00	\$ 240.00	4.000	\$240.00		\$240.00	100.0%	\$ -	
24	Furnish Right-of-Way Clearance	26,000	LF	\$ 2.67	\$ 69,420.00	26,000	\$69,420.00		\$69,420.00	100.0%	\$ -	
	TOTALS				\$2,405,233.20		\$2,405,233.20		\$2,405,233.20	100.0%		

Progress Estimate - Unit Price Work

Contractor's Application

For Contract: City of Breckenridge 2024 Paving Improvements Phase I								Application Number: 7				
Application Period: 6/1/2025-6/30/2025								Application Date: 6/18/2025				
A						B	C	D	E	F		G
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)							
	Change Order #1 - No. 1: Elliott Street Improvements											
12	Demo, Remove & Dispose of Existing Pavement at Hullum & Harvey	83	SY	\$ 12.56	\$ 1,042.48	83	\$1,042.48		\$1,042.48	100.0%	\$ -	
18	Concrete Pavement with Monolithic Curb (Class "P")(7")	83	SY	\$ 105.50	\$ 8,756.50	83	\$8,756.50		\$8,756.50	100.0%	\$ -	
13	Demo, Remove & Dispose of Existing Curb & Gutter	20	LF	\$ 2.00	\$ 40.00	20	\$40.00		\$40.00	100.0%	\$ -	
19	Concrete Curb & Gutter	20	LF	\$ 20.85	\$ 417.00	20	\$417.00		\$417.00	100.0%	\$ -	
14	Demolish, Remove & Dispose of Existing Residential Concrete Driveway	28	LF	\$ 31.50	\$ 882.00	28	\$882.00		\$882.00	100.0%	\$ -	
16	Residential Concrete Driveway Apron	28	LF	\$ 107.25	\$ 3,003.00	28	\$3,003.00		\$3,003.00	100.0%	\$ -	
	Change Order #1 - No. 2: 4th Street Improvements											
9	Demo, Remove & Dispose of Existing Pavement (Tie-ins)	-91	SY	\$ 7.11	\$ (647.01)	-91	-\$647.01		-\$647.01	100.0%	\$ -	
12	Demo, Remove & Dispose of Existing Pavement	105	SY	\$ 12.56	\$ 1,318.80	105	\$1,318.80		\$1,318.80	100.0%	\$ -	
4	Hot Mix Asphaltic Concrete (2")(Type D)(PG70-22) Overlay	-27.6	TONS	\$ 141.00	\$ (3,891.60)	-27.600	-\$3,891.60		-\$3,891.60	100.0%	\$ -	
11	Hot Mix Asphaltic Concrete (2")(Type D)(PG70-22) (Tie-ins)	-10.5	TONS	\$ 151.00	\$ (1,585.50)	-10.50	-\$1,585.50		-\$1,585.50	100.0%	\$ -	
11	Hot Mix Asphaltic Concrete (2")(Type D)(PG70-22) (Tie-ins)	12	TONS	\$ 151.00	\$ 1,812.00	12.000	\$1,812.00		\$1,812.00	100.0%	\$ -	
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	-60	GAL	\$ 6.50	\$ (390.00)	-60.000	-\$390.00		-\$390.00	100.0%	\$ -	
10	Prime Coat (AEP)(0.25 GAL/SY) (Tie-ins)	-22.75	GAL	\$ 6.50	\$ (147.88)	-22.750	-\$147.88		-\$147.88	100.0%	\$ -	
10	Prime Coat (AEP)(0.25 GAL/SY) (Tie-ins)	26.25	GAL	\$ 6.50	\$ 170.63	26.250	\$170.63		\$170.63	100.0%	\$ -	
17	Cross-Street Concrete Apron w/Monolithic Curb (Base Sub)	128	SY	\$ 115.50	\$ 14,784.00	128.000	\$14,784.00		\$14,784.00	100.0%	\$ -	
N/A	Base Material for Reconstructed Asphalt (8" Compacted)	115.5	SY	\$ 19.00	\$ 2,194.50	115.500	\$2,194.50		\$2,194.50	100.0%	\$ -	
	Change Order #1 - No. 3: Payne Street Dumpster Pads											
12	Demo, Remove & Dispose of Existing Pavement	160	SY	\$ 12.56	\$ 2,009.60	160	\$2,009.60		\$2,009.60	100.0%	\$ -	
4	Hot Mix Asphaltic Concrete (2") (Type D)(PG70-22) Overlay	-18.2	TONS	\$ 141.00	\$ (2,566.20)	-18	-\$2,566.20		-\$2,566.20	100.0%	\$ -	
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	-40	GAL	\$ 6.50	\$ (260.00)	-40	-\$260.00		-\$260.00	100.0%	\$ -	
18	Concrete Pavement with Monolithic Curb (Class "P")(7")	160	SY	\$ 115.50	\$ 18,480.00	160	\$18,480.00		\$18,480.00	100.0%	\$ -	
13	Demo, Remove & Dispose of Existing Concrete Curb & Gutter	131	LF	\$ 2.00	\$ 262.00	131	\$262.00		\$262.00	100.0%	\$ -	
	Change Order #1 - No. 4: South Pecan Median & Pavement											
13	Demolish, Remove & Dispose of Existing Concrete Curb & Gutter	226	LF	\$ 2.00	\$ 452.00	226	\$452.00		\$452.00	100.0%	\$ -	
13	Demolish, Remove & Dispose of Existing Concrete Curb & Gutter (Additional)	90	LF	\$ 2.00	\$ 180.00	90	\$180.00		\$180.00	100.0%	\$ -	

9	Demolish, Remove & Dispose of Existing Pavement (Tie-in Location)	820.0	SY	\$ 7.11	\$ 5,830.20	820	\$5,830.20		\$5,830.20	100.0%	\$ -
10	Prime Coat (AEP)(0.25 GAL/SY) (Tie-ins)	205	GAL	\$ 6.50	\$ 1,332.50	205	\$1,332.50		\$1,332.50	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2") (Type D)(PG70-22)(Tie-in Locations)	94	TONS	\$ 151.00	\$ 14,194.00	94	\$14,194.00		\$14,194.00	100.0%	\$ -
N/A	Base Material for Reconstructed Asphalt STA. 11+00 to 12+62 (8" Compacted)	820	SY	\$ 19.00	\$ 15,580.00	820	\$15,580.00		\$15,580.00	100.0%	\$ -
N/A	Concrete Curb & Gutter	226	LF	\$ 20.85	\$ 4,712.10	226	\$4,712.10		\$4,712.10	100.0%	\$ -
N/A	Concrete Curb & Gutter (Additional)	90	LF	\$ 20.85	\$ 1,876.50	90	\$1,876.50		\$1,876.50	100.0%	\$ -
9	Demolish Remove & Dispose of Existing Pavement (Tie-in Locations)	104.0	SY	\$ (7.11)	\$ (739.44)	104	-\$739.44		-\$739.44	100.0%	\$ -
10	Prime Coat (AEP)(0.25 GAL/SY) (Tie-ins)	26	GAL	\$ (6.50)	\$ (169.00)	26	-\$169.00		-\$169.00	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22)(Tie-in Locations)	11.9	TONS	\$ (151.00)	\$ (1,802.03)	11.93	-\$1,802.03		-\$1,802.03	100.0%	\$ -
4	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22) Overlay	82.2	TONS	\$ (141.00)	\$ (11,594.73)	82.2	-\$11,594.73		-\$11,594.73	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	205.0	GAL	\$ (6.50)	\$ (1,332.50)	205	-\$1,332.50		-\$1,332.50	100.0%	\$ -
	<u>Change Order #1 - No. 5: Gaddis Street Changes</u>										
15	Repair of Gravel Driveways	84	SY	\$ 5.88	\$ 493.92	84	\$493.92		\$493.92	100.0%	\$ -
3	Concrete Valve Collar	4	EA	\$ 525.00	\$ 2,100.00	4	\$2,100.00		\$2,100.00	100.0%	\$ -
9	Demolish, Remove & Dispose Existing Pavement (Tie-in Locations)	432	SY	\$ 7.11	\$ 3,071.52	432	\$3,071.52		\$3,071.52	100.0%	\$ -
24	Right-of-Way Clearance	1,470	LF	\$ 2.67	\$ 3,924.90	1,470	\$3,924.90		\$3,924.90	100.0%	\$ -
10	Prime Coat (AEP)(0.25 GAL/SY) (Tie-ins)	108	GAL	\$ 6.50	\$ 702.00	108	\$702.00		\$702.00	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22)(Tie-in Locations)	50	TONS	\$ 151.00	\$ 7,550.00	50	\$7,550.00		\$7,550.00	100.0%	\$ -
4	Hot Mix Asphaltic Concrete (2")(Type D) (PG 70-22) Overlay	242	TONS	\$ 141.00	\$ 34,122.00	242	\$34,122.00		\$34,122.00	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	525	GAL	\$ 6.50	\$ 3,412.50	525	\$3,412.50		\$3,412.50	100.0%	\$ -
6	Base Material (6")(Type A, Grade 1 or 2) (Widening)	26.0	CY	\$ 81.06	\$ 2,107.56	26.000	\$2,107.56		\$2,107.56	100.0%	\$ -
15	Repair of Gravel Driveways	323.0	SY	\$ (5.88)	\$ (1,899.24)	323	-\$1,899.24		-\$1,899.24	100.0%	\$ -
9	Demolish, Remove & Dispose of Existing Pavement (Tie-in Location)	147	SY	\$ (7.11)	\$ (1,045.17)	147.000	-\$1,045.17		-\$1,045.17	100.0%	\$ -
24	Right-of-Way Clearance	2,880	LF	\$ (2.67)	\$ (7,689.60)	2880.000	-\$7,689.60		-\$7,689.60	100.0%	\$ -
10	Prime Coat (AEP)(0.25 GAL/SY) (Tie-ins)	37.00	GAL	\$ (6.50)	\$ (240.50)	37.000	-\$240.50		-\$240.50	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22)(Tie-in Locations)	16.90	TONS	\$ (151.00)	\$ (2,551.90)	16.900	-\$2,551.90		-\$2,551.90	100.0%	\$ -
4	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22) Overlay	375	TONS	\$ (141.00)	\$ (52,875.00)	375.000	-\$52,875.00		-\$52,875.00	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	814.0	GAL	\$ (6.50)	\$ (5,291.00)	814.000	-\$5,291.00		-\$5,291.00	100.0%	\$ -
6	Base Material (6")(Type A, Grade 1 or 2) (Widening)	62	CY	\$ (81.06)	\$ (5,025.72)	62	-\$5,025.72		-\$5,025.72	100.0%	\$ -
	<u>Change Order #1 - No. 6: 3rd Street Pre-Lay</u>										
4	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22) Overlay	200.0	TONS	\$ 141.00	\$ 28,200.00	200	\$28,200.00		\$28,200.00	100.0%	\$ -
	<u>Change Order #1 - No. 7: Hullum Curb Replacement</u>										
N/A	Dowelled Curb on Existing Concrete Pavement	5110.0	LF	\$ 24.00	\$ 122,640.00	5,110	\$122,640.00		\$122,640.00	100.0%	\$ -
13	Demolish, Remove & Dispose of Existing Concrete Curb & Gutter	4,140	LF	\$ 2.00	\$ 8,280.00	4,140	\$8,280.00		\$8,280.00	100.0%	\$ -

N/A	Concrete Curb & Gutter	118	LF	\$ 20.85	\$ 2,460.30	118	\$2,460.30		\$2,460.30	100.0%	\$ -
	<u>Change Order #2 - No. 8: Cactus Cove</u>										
4	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22) Overlay	780.0	TONS	\$ 141.00	\$ 109,980.00	780	\$109,980.00		\$109,980.00	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	1,477	GAL	\$ 6.50	\$ 9,600.50	1,477	\$9,600.50		\$9,600.50	100.0%	\$ -
N/A	Mill Existing Asphalt at Tie-In Location	130	SY	\$ 2.00	\$ 260.00	130	\$260.00		\$260.00	100.0%	\$ -
N/A	Tack Coat (CSS-1H)(0.25 GAL/SY)(Tie-In Location)	32.50	GAL	\$ 6.50	\$ 211.25	33	\$211.25		\$211.25	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22)(Tie-in Locations)	15	TONS	\$ 151.00	\$ 2,257.45	15	\$2,257.45		\$2,257.45	100.0%	\$ -
	<u>Change Order #2 - No. 9: North Harding</u>										
4	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22) Overlay	836.0	TONS	\$ 141.00	\$ 117,876.00	836	\$117,876.00		\$117,876.00	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	1,581	GAL	\$ 6.50	\$ 10,276.50	1,581	\$10,276.50		\$10,276.50	100.0%	\$ -
N/A	Mill Existing Asphalt at Tie-In Location	750	SY	\$ 2.00	\$ 1,500.00	750	\$1,500.00		\$1,500.00	100.0%	\$ -
N/A	Tack Coat (CSS-1H)(0.25 GAL/SY)(Tie-In Location)	187.50	GAL	\$ 6.50	\$ 1,218.75	187.50	\$1,218.75		\$1,218.75	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22)(Tie-in Locations)	40	TONS	\$ 151.00	\$ 6,040.00	40	\$6,040.00		\$6,040.00	100.0%	\$ -
20	Concrete Valve Collar	2.00	EA	\$ 525.00	\$ 1,050.00	2	\$1,050.00		\$1,050.00	100.0%	\$ -
21	Concrete Manhole Collar	4	EA	\$ 840.00	\$ 3,360.00	4	\$3,360.00		\$3,360.00	100.0%	\$ -
	<u>Change Order #2 - No. 10: North Harvey</u>										
4	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22) Overlay	490.0	TONS	\$ 141.00	\$ 69,090.00	490	\$69,090.00		\$69,090.00	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	922	GAL	\$ 6.50	\$ 5,993.00	922	\$5,993.00		\$5,993.00	100.0%	\$ -
N/A	Mill Existing Asphalt at Tie-In Location	350	SY	\$ 2.00	\$ 700.00	350	\$700.00		\$700.00	100.0%	\$ -
N/A	Tack Coat (CSS-1H)(0.25 GAL/SY)(Tie-In Location)	87.50	GAL	\$ 6.50	\$ 568.75	87.50	\$568.75		\$568.75	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22)(Tie-in Locations)	40	TONS	\$ 151.00	\$ 6,040.00	40	\$6,040.00		\$6,040.00	100.0%	\$ -
20	Concrete Valve Collar	4.00	EA	\$ 525.00	\$ 2,100.00	4	\$2,100.00		\$2,100.00	100.0%	\$ -
21	Concrete Manhole Collar	1	EA	\$ 840.00	\$ 840.00	1	\$840.00		\$840.00	100.0%	\$ -
	<u>Change Order #2 - No. 11: Original Contract Changes</u>										
3	Erosion Control	-1.0	LS	\$ 15,600.00	\$ (15,600.00)	-1	-\$15,600.00		-\$15,600.00	100.0%	\$ -
6	Base Material (6")(Type A, Grade 1 or 2) (Widening)	-490	CY	\$ 81.06	\$ (39,719.40)	-490	-\$39,719.40		-\$39,719.40	100.0%	\$ -
7	Prime Coat (AEP)(0.25 GAL/SY) (Widening)	-733	SY	\$ 6.50	\$ (4,761.25)	-733	-\$4,761.25		-\$4,761.25	100.0%	\$ -
8	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22)(Widening)	-337	TONS	\$ 141.00	\$ (47,517.00)	-337	-\$47,517.00		-\$47,517.00	100.0%	\$ -
9	Demolish, Remove & Dispose of Existing Pavement (Tie-in Location)	-6,090.00	SY	\$ 7.11	\$ (43,299.90)	-6,090	-\$43,299.90		-\$43,299.90	100.0%	\$ -
N/A	Mill Existing Asphalt at Tie-In Location	6,090	SY	\$ 2.00	\$ 12,180.00	6,090	\$12,180.00		\$12,180.00	100.0%	\$ -
7	Prime Coat (AEP)(0.25 GAL/SY) (Widening)	733	SY	\$ 6.50	\$ 4,761.25	733	\$4,761.25		\$4,761.25	100.0%	\$ -
8	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22)(Widening)	337	TONS	\$ 141.00	\$ 47,517.00	337	\$47,517.00		\$47,517.00	100.0%	\$ -
20	Furnish & Install Concrete Valve Collar	1.00	EA	\$ 525.00	\$ 525.00	1	\$525.00		\$525.00	100.0%	\$ -
4	2" Type D HMA (PG70-22) (Overlay)	163.96	TONS	\$ 141.00	\$ 23,118.36	163.96	\$23,118.36		\$23,118.36	100.0%	\$ -

	TOTALS				\$502,816.75		\$502,816.75		\$502,816.75	100.0%	\$0.00
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## 6

To  
(Owner): City of Breckenridge

Approved Change Directive(s)

Approved Change Directive(s)		
Number	Additions	Deductions
1	\$214,593.98	
2	\$210,244.65	
<i>Pending</i>	<i>\$77,978.11</i>	

1.	ORIGINAL CONTRACT PRICE.....	\$	\$2,405,233.20
2.	Net change by Change Orders.....	\$	\$502,816.74
3.	Current Contract Price (Line 1 + 2).....	\$	\$2,908,049.94
4.	TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$2,908,049.95
5.	RETAINAGE:		
	a. 5% X \$2,908,049.95 Work Completed.....	\$	\$145,402.50
	b. X Stored Material.....	\$	
	c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$145,402.50
6.	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$2,762,647.45
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$2,249,461.23
8.	AMOUNT DUE THIS APPLICATION.....	\$	\$511,186.22
9.	BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$145,402.50

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(c) The form and content of the application for payment is in accordance with the contract documents and is not defective.

By: Marsce Shortes Fuller

Date: 4/25/2025

Payment of: \$ \$513,186.22

Line 8 or other - attach explanation of the other amount)

(.41) 175/20

is recommended by: Captn (Rt) 01/03/05  
(Engineer) (Date)

Payment of: \$ \_\_\_\_\_

(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_

(Owner) (Date)

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

Funding or Financing Entity (if applicable)	(Date)
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## Progress Estimate - Unit Price Work

## Contractor's Application

For Contract: City of Breckenridge 2024 Paving Improvements Phase I								Application Number:	6		
Application Period: 3/1/2025-4/21/2025								Application Date:	4/21/2025		
A					B	C	D	E	F		G
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
1	Mobilization, Bonds & Insurance	1	EA	\$ 52,063.40	\$ 52,063.40	1	\$52,063.40		\$52,063.40	100.0%	\$ -
2	Traffic Control Plan	1	LS	\$ 14,000.00	\$ 14,000.00	1.000	\$14,000.00		\$14,000.00	100.0%	\$ -
3	Erosion Control	1	LS	\$ 15,600.00	\$ 15,600.00	1.0	\$15,600.00		\$15,600.00	100.0%	\$ -
4	2" Type D HMA (PG70-22) (Overlay)	8,100	TON	\$ 141.00	\$ 1,142,100.00	8100.00	\$1,142,100.00		\$1,142,100.00	100.0%	\$ -
5	Tack Coat (CSS-1H)	17,611	GAL	\$ 6.50	\$ 114,471.50	17,611	\$114,471.50		\$114,471.50	100.0%	\$ -
6	6" Type A Base Material	490	CY	\$ 81.06	\$ 39,719.40	490.0	\$39,719.40		\$39,719.40	100.0%	\$ -
7	Prime Coat (AEP)	732.5	GAL	\$ 6.50	\$ 4,761.25	732.5	\$4,761.25		\$4,761.25	100.0%	\$ -
8	2" Type D HMA (PG70-22) (Widening)	337	TON	\$ 141.00	\$ 47,517.00	337.0	\$47,517.00		\$47,517.00	100.0%	\$ -
9	Demo, Remove and Dispose of Existing Pavement	6,090	SY	\$ 7.11	\$ 43,299.90	6090.0	\$43,299.90		\$43,299.90	100.0%	\$ -
10	Prime Coat (AEP) (Tie-In Locations)	1,520	GAL	\$ 6.50	\$ 9,880.00	1520.0	\$9,880.00		\$9,880.00	100.0%	\$ -
11	2" Type D HMA (PG70-22) (Tie-In Locations)	835	TON	\$ 151.00	\$ 126,085.00	835.0	\$126,085.00		\$126,085.00	100.0%	\$ -
12	Demo, Remove & Dispose of Existing Pavement (Hullum/Harvey)	4,300	SY	\$ 12.56	\$ 54,008.00	4,300	\$54,008.00		\$54,008.00	100.0%	\$ -
13	Demo, Remove & Dispose of Existing Concrete Curb & Gutter	2,990	LF	\$ 2.00	\$ 5,980.00	2,990	\$5,980.00		\$5,980.00	100.0%	\$ -
14	Demo, Remove & Dispose of Existing Residential Concrete Driveway	320	SY	\$ 31.50	\$ 10,080.00	320	\$10,080.00		\$10,080.00	100.0%	\$ -
15	Furnish & Repair of Gravel Driveways	2,675	SY	\$ 5.88	\$ 15,729.00	2675.000	\$15,729.00		\$15,729.00	100.0%	\$ -
16	Furnish & Install Residential Concrete Driveway Apron	375	SY	\$ 107.25	\$ 40,218.75	375	\$40,218.75		\$40,218.75	100.0%	\$ -
17	Furnish & Install Cross-Street Concrete Apron with Monolithic Curb	550	SY	\$ 115.50	\$ 63,525.00	550.000	\$63,525.00		\$63,525.00	100.0%	\$ -
18	Furnish & Install Concrete Pavement with Monolithic Curb (Class P)(7")	4,525	SY	\$ 105.50	\$ 477,387.50	4525.000	\$477,387.50		\$477,387.50	100.0%	\$ -
19	Furnish & Install Concrete Curb & Gutter	1,150	LF	\$ 20.85	\$ 23,977.50	1150.000	\$23,977.50		\$23,977.50	100.0%	\$ -
20	Furnish & Install Concrete Valve Collar	30	EA	\$ 525.00	\$ 15,750.00	30.000	\$15,750.00		\$15,750.00	100.0%	\$ -
21	Furnish & Install Concrete Manhole Collar	22	EA	\$ 840.00	\$ 18,480.00	22.000	\$18,480.00		\$18,480.00	100.0%	\$ -
22	Furnish & Install Manhole Rim Adjustment	4	EA	\$ 235.00	\$ 940.00	4.000	\$940.00		\$940.00	100.0%	\$ -
23	Furnish & Install Valve Height Adjustment	4	EA	\$ 60.00	\$ 240.00	4.000	\$240.00		\$240.00	100.0%	\$ -
24	Furnish Right-of-Way Clearance	26,000	LF	\$ 2.67	\$ 69,420.00	26,000	\$69,420.00		\$69,420.00	100.0%	\$ -
	TOTALS				\$2,405,233.20		\$2,405,233.20		\$2,405,233.20	100.0%	

## Progress Estimate - Unit Price Work

## Contractor's Application

For Contract: City of Breckenridge 2024 Paving Improvements Phase I								Application Number: 6			
Application Period: 3/01/2025-4/21/2025								Application Date: 4/21/2025			
A					B	C	D	E	F		G
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D +)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	<u>Change Order #1 - No. 1: Elliott Street Improvements</u>										
12	Demo, Remove & Dispose of Existing Pavement at Hullum & Harvey	83	SY	\$ 12.56	\$ 1,042.48	83	\$1,042.48		\$1,042.48	100.0%	\$ -
18	Concrete Pavement with Monolithic Curb (Class "P")(7")	83	SY	\$ 105.50	\$ 8,756.50	83	\$8,756.50		\$8,756.50	100.0%	\$ -
13	Demo, Remove & Dispose of Existing Curb & Gutter	20	LF	\$ 2.00	\$ 40.00	20	\$40.00		\$40.00	100.0%	\$ -
19	Concrete Curb & Gutter	20	LF	\$ 20.85	\$ 417.00	20	\$417.00		\$417.00	100.0%	\$ -
14	Demolish, Remove & Dispose of Existing Residential Concrete Driveway	28	LF	\$ 31.50	\$ 882.00	28	\$882.00		\$882.00	100.0%	\$ -
16	Residential Concrete Driveway Apron	28	LF	\$ 107.25	\$ 3,003.00	28	\$3,003.00		\$3,003.00	100.0%	\$ -
	<u>Change Order #1 - No. 2: 4th Street Improvements</u>										
9	Demo, Remove & Dispose of Existing Pavement (Tie-ins)	-91	SY	\$ 7.11	\$ (647.01)	-91	-\$647.01		-\$647.01	100.0%	\$ -
12	Demo, Remove & Dispose of Existing Pavement	105	SY	\$ 12.56	\$ 1,318.80	105	\$1,318.80		\$1,318.80	100.0%	\$ -
4	Hot Mix Asphaltic Concrete (2")(Type D)(PG70-22) Overlay	-27.6	TONS	\$ 141.00	\$ (3,891.60)	-27.600	-\$3,891.60		-\$3,891.60	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2")(Type D)(PG70-22) (Tie-ins)	-10.5	TONS	\$ 151.00	\$ (1,585.50)	-10.50	-\$1,585.50		-\$1,585.50	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2")(Type D)(PG70-22) (Tie-ins)	12	TONS	\$ 151.00	\$ 1,812.00	12.000	\$1,812.00		\$1,812.00	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	-60	GAL	\$ 6.50	\$ (390.00)	-60.000	-\$390.00		-\$390.00	100.0%	\$ -
10	Prime Coat (AEP)(0.25 GAL/SY) (Tie-ins)	-22.75	GAL	\$ 6.50	\$ (147.88)	-22.750	-\$147.88		-\$147.88	100.0%	\$ -
10	Prime Coat (AEP)(0.25 GAL/SY) (Tie-ins)	26.25	GAL	\$ 6.50	\$ 170.63	26.250	\$170.63		\$170.63	100.0%	\$ -
17	Cross-Street Concrete Apron w/Monolithic Curb (Base Sub)	128	SY	\$ 115.50	\$ 14,784.00	128.000	\$14,784.00		\$14,784.00	100.0%	\$ -
N/A	Base Material for Reconstructed Asphalt (8" Compacted)	115.5	SY	\$ 19.00	\$ 2,194.50	115.500	\$2,194.50		\$2,194.50	100.0%	\$ -
	<u>Change Order #1 - No. 3: Payne Street Dumpster Pads</u>										
12	Demo, Remove & Dispose of Existing Pavement	160	SY	\$ 12.56	\$ 2,009.60	160	\$2,009.60		\$2,009.60	100.0%	\$ -
4	Hot Mix Asphaltic Concrete (2") (Type D)(PG70-22) Overlay	-18.2	TONS	\$ 141.00	\$ (2,566.20)	-18	-\$2,566.20		-\$2,566.20	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	-40	GAL	\$ 6.50	\$ (260.00)	-40	-\$260.00		-\$260.00	100.0%	\$ -
18	Concrete Pavement with Monolithic Curb (Class "P")(7")	160	SY	\$ 115.50	\$ 18,480.00	160	\$18,480.00		\$18,480.00	100.0%	\$ -
13	Demo, Remove & Dispose of Existing Concrete Curb & Gutter	131	LF	\$ 2.00	\$ 262.00	131	\$262.00		\$262.00	100.0%	\$ -
	<u>Change Order #1 - No. 4: South Pecan Median &amp; Pavement</u>										
13	Demolish, Remove & Dispose of Existing Concrete Curb & Gutter	226	LF	\$ 2.00	\$ 452.00	226	\$452.00		\$452.00	100.0%	\$ -
13	Demolish, Remove & Dispose of Existing Concrete Curb & Gutter (Additional)	90	LF	\$ 2.00	\$ 180.00	90	\$180.00		\$180.00	100.0%	\$ -



9	Demolish, Remove & Dispose of Existing Pavement (Tie-in Location)	820.0	SY	\$ 7.11	\$ 5,830.20	820	\$5,830.20	\$5,830.20	100.0%	\$ -
10	Prime Coat (AEP)(0.25 GAL/SY) (Tie-ins)	205	GAL	\$ 6.50	\$ 1,332.50	205	\$1,332.50	\$1,332.50	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2'') (Type D)(PG70-22)(Tie-in Locations)	94	TONS	\$ 151.00	\$ 14,194.00	94	\$14,194.00	\$14,194.00	100.0%	\$ -
N/A	Base Material for Reconstructed Asphalt STA. 11+00 to 12+62 (8" Compacted)	820	SY	\$ 19.00	\$ 15,580.00	820	\$15,580.00	\$15,580.00	100.0%	\$ -
N/A	Concrete Curb & Gutter	226	LF	\$ 20.85	\$ 4,712.10	226	\$4,712.10	\$4,712.10	100.0%	\$ -
N/A	Concrete Curb & Gutter (Additional)	90	LF	\$ 20.85	\$ 1,876.50	90	\$1,876.50	\$1,876.50	100.0%	\$ -
9	Demolish Remove & Dispose of Existing Pavement (Tie-in Locations)	104.0	SY	\$ (7.11)	\$ (739.44)	104	-\$739.44	-\$739.44	100.0%	\$ -
10	Prime Coat (AEP)(0.25 GAL/SY) (Tie-ins)	26	GAL	\$ (6.50)	\$ (169.00)	26	-\$169.00	-\$169.00	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2'')(Type D)(PG 70-22)(Tie-in Locations)	11.9	TONS	\$ (151.00)	\$ (1,802.03)	11.93	-\$1,802.03	-\$1,802.03	100.0%	\$ -
4	Hot Mix Asphaltic Concrete (2'')(Type D)(PG 70-22) Overlay	82.2	TONS	\$ (141.00)	\$ (11,594.73)	82.2	-\$11,594.73	-\$11,594.73	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	205.0	GAL	\$ (6.50)	\$ (1,332.50)	205	-\$1,332.50	-\$1,332.50	100.0%	\$ -
	<b>Change Order #1 - No. 5: Gaddis Street Changes</b>									
15	Repair of Gravel Driveways	84	SY	\$ 5.88	\$ 493.92	84	\$493.92	\$493.92	100.0%	\$ -
3	Concrete Valve Collar	4	EA	\$ 525.00	\$ 2,100.00	4	\$2,100.00	\$2,100.00	100.0%	\$ -
9	Demolish, Remove & Dispose Existing Pavement (Tie-in Locations)	432	SY	\$ 7.11	\$ 3,071.52	432	\$3,071.52	\$3,071.52	100.0%	\$ -
24	Right-of-Way Clearance	1,470	LF	\$ 2.67	\$ 3,924.90	1,470	\$3,924.90	\$3,924.90	100.0%	\$ -
10	Prime Coat (AEP)(0.25 GAL/SY) (Tie-ins)	108	GAL	\$ 6.50	\$ 702.00	108	\$702.00	\$702.00	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2'')(Type D)(PG 70-22)(Tie-in Locations)	50	TONS	\$ 151.00	\$ 7,550.00	50	\$7,550.00	\$7,550.00	100.0%	\$ -
4	Hot Mix Asphaltic Concrete (2'')(Type D) (PG 70-22) Overlay	242	TONS	\$ 141.00	\$ 34,122.00	242	\$34,122.00	\$34,122.00	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	525	GAL	\$ 6.50	\$ 3,412.50	525	\$3,412.50	\$3,412.50	100.0%	\$ -
6	Base Material (6'')(Type A, Grade 1 or 2) (Widening)	26.0	CY	\$ 81.06	\$ 2,107.56	26.000	\$2,107.56	\$2,107.56	100.0%	\$ -
15	Repair of Gravel Driveways	323.0	SY	\$ (5.88)	\$ (1,899.24)	323	-\$1,899.24	-\$1,899.24	100.0%	\$ -
9	Demolish, Remove & Dispose of Existing Pavement (Tie-in Location)	147	SY	\$ (7.11)	\$ (1,045.17)	147.000	-\$1,045.17	-\$1,045.17	100.0%	\$ -
24	Right-of-Way Clearance	2,880	LF	\$ (2.67)	\$ (7,689.60)	2880.000	-\$7,689.60	-\$7,689.60	100.0%	\$ -
10	Prime Coat (AEP)(0.25 GAL/SY) (Tie-ins)	37.00	GAL	\$ (6.50)	\$ (240.50)	37.000	-\$240.50	-\$240.50	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2'')(Type D)(PG 70-22)(Tie-in Locations)	16.90	TONS	\$ (151.00)	\$ (2,551.90)	16.900	-\$2,551.90	-\$2,551.90	100.0%	\$ -
4	Hot Mix Asphaltic Concrete (2'')(Type D)(PG 70-22) Overlay	375	TONS	\$ (141.00)	\$ (52,875.00)	375.000	-\$52,875.00	-\$52,875.00	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	814.0	GAL	\$ (6.50)	\$ (5,291.00)	814.000	-\$5,291.00	-\$5,291.00	100.0%	\$ -
6	Base Material (6'')(Type A, Grade 1 or 2) (Widening)	62	CY	\$ (81.06)	\$ (5,025.72)	62	-\$5,025.72	-\$5,025.72	100.0%	\$ -
	<b>Change Order #1 - No. 6: 3rd Street Pre-Lay</b>									
4	Hot Mix Asphaltic Concrete (2'')(Type D)(PG 70-22) Overlay	200.0	TONS	\$ 141.00	\$ 28,200.00	200	\$28,200.00	\$28,200.00	100.0%	\$ -
	<b>Change Order #1 - No. 7: Hullum Curb Replacement</b>									
N/A	Dowelled Curb on Existing Concrete Pavement	5110.0	LF	\$ 24.00	\$ 122,640.00	5,110	\$122,640.00	\$122,640.00	100.0%	\$ -
13	Demolish, Remove & Dispose of Existing Concrete Curb & Gutter	4,140	LF	\$ 2.00	\$ 8,280.00	4,140	\$8,280.00	\$8,280.00	100.0%	\$ -
N/A	Concrete Curb & Gutter	118	LF	\$ 20.85	\$ 2,460.30	118	\$2,460.30	\$2,460.30	100.0%	\$ -

	<u>Change Order #2 - No. 8: Cactus Cove</u>										
4	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22) Overlay	780.0	TONS	\$ 141.00	\$ 109,980.00	780	\$109,980.00		\$109,980.00	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	1,477	GAL	\$ 6.50	\$ 9,600.50	1,477	\$9,600.50		\$9,600.50	100.0%	\$ -
N/A	Mill Existing Asphalt at Tie-In Location	130	SY	\$ 2.00	\$ 260.00	130	\$260.00		\$260.00	100.0%	\$ -
N/A	Tack Coat (CSS-1H)(0.25 GAL/SY)(Tie-In Location)	32.50	GAL	\$ 6.50	\$ 211.25	33	\$211.25		\$211.25	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22)(Tie-in Locations)	15	TONS	\$ 151.00	\$ 2,257.45	15	\$2,257.45		\$2,257.45	100.0%	\$ -
	<u>Change Order #2 - No. 9: North Harding</u>										
4	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22) Overlay	836.0	TONS	\$ 141.00	\$ 117,876.00	836	\$117,876.00		\$117,876.00	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	1,581	GAL	\$ 6.50	\$ 10,276.50	1,581	\$10,276.50		\$10,276.50	100.0%	\$ -
N/A	Mill Existing Asphalt at Tie-In Location	750	SY	\$ 2.00	\$ 1,500.00	750	\$1,500.00		\$1,500.00	100.0%	\$ -
N/A	Tack Coat (CSS-1H)(0.25 GAL/SY)(Tie-In Location)	187.50	GAL	\$ 6.50	\$ 1,218.75	187.50	\$1,218.75		\$1,218.75	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22)(Tie-in Locations)	40	TONS	\$ 151.00	\$ 6,040.00	40	\$6,040.00		\$6,040.00	100.0%	\$ -
20	Concrete Valve Collar	2.00	EA	\$ 525.00	\$ 1,050.00	2	\$1,050.00		\$1,050.00	100.0%	\$ -
21	Concrete Manhole Collar	4	EA	\$ 840.00	\$ 3,360.00	4	\$3,360.00		\$3,360.00	100.0%	\$ -
	<u>Change Order #2 - No. 10: North Harvey</u>										
4	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22) Overlay	490.0	TONS	\$ 141.00	\$ 69,090.00	490	\$69,090.00		\$69,090.00	100.0%	\$ -
5	Tack Coat (CSS-1H)(0.25 GAL/SY)	922	GAL	\$ 6.50	\$ 5,993.00	922	\$5,993.00		\$5,993.00	100.0%	\$ -
N/A	Mill Existing Asphalt at Tie-In Location	350	SY	\$ 2.00	\$ 700.00	350	\$700.00		\$700.00	100.0%	\$ -
N/A	Tack Coat (CSS-1H)(0.25 GAL/SY)(Tie-In Location)	87.50	GAL	\$ 6.50	\$ 568.75	87.50	\$568.75		\$568.75	100.0%	\$ -
11	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22)(Tie-in Locations)	40	TONS	\$ 151.00	\$ 6,040.00	40	\$6,040.00		\$6,040.00	100.0%	\$ -
20	Concrete Valve Collar	4.00	EA	\$ 525.00	\$ 2,100.00	4	\$2,100.00		\$2,100.00	100.0%	\$ -
21	Concrete Manhole Collar	1	EA	\$ 840.00	\$ 840.00	1	\$840.00		\$840.00	100.0%	\$ -
	<u>Change Order #2 - No. 11: Original Contract Changes</u>										
3	Erosion Control	-1.0	LS	\$ 15,600.00	\$ (15,600.00)	-1	-\$15,600.00		-\$15,600.00	100.0%	\$ -
6	Base Material (6")(Type A, Grade 1 or 2) (Widening)	-490	CY	\$ 81.06	\$ (39,719.40)	-490	-\$39,719.40		-\$39,719.40	100.0%	\$ -
7	Prime Coat (AEP)(0.25 GAL/SY) (Widening)	-733	SY	\$ 6.50	\$ (4,761.25)	-733	-\$4,761.25		-\$4,761.25	100.0%	\$ -
8	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22)(Widening)	-337	TONS	\$ 141.00	\$ (47,517.00)	-337	-\$47,517.00		-\$47,517.00	100.0%	\$ -
9	Demolish, Remove & Dispose of Existing Pavement (Tie-in Location)	-6,090.00	SY	\$ 7.11	\$ (43,299.90)	-6,090	-\$43,299.90		-\$43,299.90	100.0%	\$ -
N/A	Mill Existing Asphalt at Tie-In Location	6,090	SY	\$ 2.00	\$ 12,180.00	6,090	\$12,180.00		\$12,180.00	100.0%	\$ -
7	Prime Coat (AEP)(0.25 GAL/SY) (Widening)	733	SY	\$ 6.50	\$ 4,761.25	733	\$4,761.25		\$4,761.25	100.0%	\$ -
8	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22)(Widening)	337	TONS	\$ 141.00	\$ 47,517.00	337	\$47,517.00		\$47,517.00	100.0%	\$ -
20	Furnish & Install Concrete Valve Collar	1.00	EA	\$ 525.00	\$ 525.00	1	\$525.00		\$525.00	100.0%	\$ -
4	2" Type D HMA (PG70-22) (Overlay)	163.96	TONS	\$ 141.00	\$ 23,118.36	163.96	\$23,118.36		\$23,118.36	100.0%	\$ -
	<b>TOTALS</b>				\$502,816.75		\$502,816.75		\$502,816.75	100.0%	\$0.00

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

**Bond No. S920-2863**

**Project: Phase I 2024 Paving Improvements, Breckenridge, Texas**

**To (Owner):**

**City of Breckenridge  
105 N. Rose Avenue  
Breckenridge, Texas 76424**

**Contract For: Project No. P24130**

**Contract Date: September 18, 2024**

**Contractor:**

**Raydon, Inc.  
300 FM 3099  
Breckenridge, Texas 76424**

In accordance with the provision of the Contract between the Owner and the Contractor as defined above, **Swiss Re Corporate Solutions Premier Insurance Corporation**

1200 Main Street, Suite 800  
Kansas City, MO 64105

, **Surety Company**

on bond of **Raydon, Inc.**

300 FM 3099  
Breckenridge, Texas 76424

, **Contractor**

hereby approves of the final payment to the Contractor and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

**City of Breckenridge  
105 N. Rose Avenue  
Breckenridge, Texas 76424**

, **Owner**

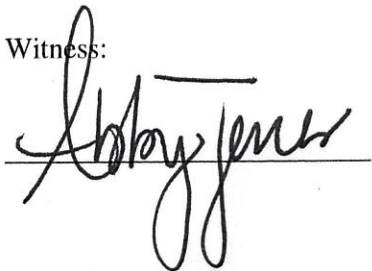
as set forth in the said Surety Company's bond.

**IN WITNESS WHEREOF,**

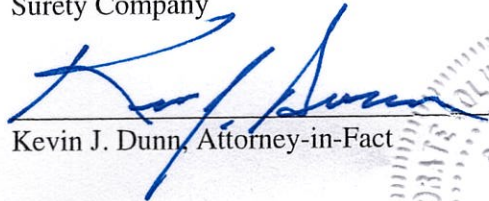
the Surety Company has hereunto set its hand this **25th** day of **June**, 2025.

**Swiss Re Corporate Solutions Premier  
Insurance Corporation**

Witness:



Surety Company



Kevin J. Dunn, Attorney-in-Fact





# SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")  
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")  
 WESTPORT INSURANCE CORPORATION ("WIC")

## GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

W. LAWRENCE BROWN, TRACY TUCKER, KEVIN J. DUNN, STEVEN TUCKER, ROBERTA H. ERB,  
 and DOUGLASS A. REED

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE- MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens  
 Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President  
 of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski  
 Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC  
 & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 6TH day of MARCH, 20 24

State of Illinois  
 County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation  
 Swiss Re Corporate Solutions Premier Insurance Corporation  
 Westport Insurance Corporation

On this 6TH day of MARCH, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco  
 Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of June, 20 25.

Jeffrey Goldberg  
 Jeffrey Goldberg, Senior Vice President &  
 Assistant Secretary of SRCSAIC and  
 SRCSPIC and WIC



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

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

**Department:** Admin

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### BACKGROUND INFORMATION:

The attached Ordinance that updates the Schedule of Fees includes (changes are in red) Solid Waste rates incorporating new Republic Contract pricing. Additionally, building permit fees have not been raised for more than 5 years. We surveyed to compare and recommend fees more in line with the region.

As a follow up to the question asked last month on what the actual impact would be, please see the following chart based on actuals for 2023/2024 (to get a full year perspective), the annual impact would be \$8,518.

Permit	Budgeted 23/24	Old Rates 23/24 (Actual)	New Rates 23/24 (Actual)	Difference
Building	\$7,500	\$10,484	\$15,095	\$4,611
Plumbing	\$2,000	\$4,044	\$4,493	\$449
Electrical	\$4,800	\$5,555	\$8,955	\$3,400
Gas	\$1,500	\$2,252	\$2,310	\$58
<b>Total Annual Impact of Increase</b>				<b>\$8,518</b>

### FINANCIAL IMPACT:

### STAFF RECOMMENDATION:

Consider approval of the second reading of Ordinance 2025-12 updating the schedule of fees.

## ORDINANCE NO. 2025-12

**AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS, REPEALING AND REPLACING ORDINANCE NOS. 2024-13; ESTABLISHING A GENERAL FEE SCHEDULE FOR THE CITY OF BRECKENRIDGE; INCLUDING REVISED RATES FOR CHAPTER 10 GARBAGE AND WASTE, CHAPTER 5 BUILDINGS AND STRUCTURES, AND CHAPTER 22 ZONING ; AND PROVING AN OPEN MEETINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Breckenridge desires to provide a single and convenient location for a list of all fees charged by the City of Breckenridge; and

**WHEREAS**, the City Commission hereby authorizes amendments to the fee schedule by minute order of the City Commission.

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

- I. **Repeal.** Ordinance No. 2024-13 adopted on September 3, 2024 is hereby repealed. All other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed to the extent of such conflict.
- II. **Enactment.** This Ordinance shall be the Fee Schedule Ordinance of the City of Breckenridge and shall establish all fees under the Breckenridge Code of Ordinances.

\*\*\*\*\*

### Fee Schedule of the City of Breckenridge, Texas Effective July 1, 2025

#### **I. Chapter 3 - Parks, playgrounds, etc.**

- (A) **Non Profit Organization**  
  
Non Profit Organizations may request the rental fee be waived for the facility; however, the deposit shall be required.
- (B) **Park Pavilion and Trade Barn Rental (Sec. 3.20)**
  - (1) Daily Rental Fee \$50.00
  - (2) A deposit not to exceed \$100.00 shall be charged with said deposit being returned to the renter upon leaving the facilities in an appropriate condition, to include but not be limited to all trash picked up, lights turned off, doors locked and restrooms satisfactorily cleaned.
- (C) **City Pool Per Session Fee (Sec. 3.20)**
  - (1) Individual, ages 4 years old and up \$3.00
  - (2) Individual, ages 3 years old and under free
  - (3) Child care facility with prior approval from Public Services Director \$2.00
- (D) **City Pool Punch Cards (Sec. 3.20)**
  - (1) 12 sessions \$30.00  
Punch cards can be purchased at City Hall or The City of Breckenridge Aquatic Center for cash and check only
- (E) **Pool Party Rates (Sec. 3.20)**
  - (1) 2-hour (minimum) rental available on Friday, Saturday, and Sundays. Maximum 150 people. \$200.00

#### **II. Chapter 4 - Animals and Fowl**

- (A) **Permit for Selling, Grooming, Breeding, or Boarding of Dogs (Sec. 4-14):** \$75.00 per year
- (B) **Dog License Fee (Sec. 4-20):** \$10.00 per year  
\*The Dog License Fee may be waived by the Animal Services Supervisor in the interest of animal care.



- (C) Impoundment Fees (Sec. 4-31):
- |     |   |  |
|-----|---|--|
| (1) | Impounded dog, cat, or fowl:  |  |
|     | (a) Pound Fee:  | \$15.00 per animal or fowl                 |
|     | (b) Board Fee:  | \$10.00 per 24-hour period or part thereof |
|     | (c) Impounded dog without City License:                             | \$25.00                                    |
|     | (d) The cost of any vaccinations or veterinary care provided to the | \$25.00 Minimum                            |
| (2) | All other impounded animals:  |  |
|     | (a) Pound Fee:  | \$20.00 per animal                         |
|     | (b) Board Fee:  | \$15.00 per 24-hour period or part thereof |
|     | (c) The cost of any vaccinations or veterinary care provided to the | \$25.00 Minimum                            |
- (D) Dangerous Dog Registration Fee (Sec 4-40): \$50.00 per year

### III. Chapter 5 - Buildings and Structures

For any inspection or review required under Chapter 5 which is performed by a third-party on behalf of the City, the fee to be paid shall be dependent upon the inspection or review.

- (A) Building Permits (Sec. 5-3):
- |     |                                |                                      |
|-----|--------------------------------|--------------------------------------|
| (1) | New Construction:              | \$100.00 plus \$0.05 per square foot |
| (2) | Remodel - Residential:         | \$100.00                             |
| (3) | Remodel - Commercial:          | \$100.00 plus \$0.05 per square foot |
| (4) | Sign, Fence, Roof, and Window: | \$100.00                             |
| (5) | Swimming Pool                  | \$100.00 + \$0.05 per square foot    |
- (B) Demolition Permits (Sec. 5-4): \$100.00 plus insurance
- (C) Electrical Permits (Sec. 5-37):
- |     |                          |                                      |
|-----|--------------------------|--------------------------------------|
| (1) | Residential:             | \$50.00                              |
| (2) | Commercial:              | \$50.00 plus \$0.05 per square foot  |
| (3) | Re-inspection Fee:       | \$50.00 per trip                     |
| (4) | Meter Upgrade:           | \$75.00                              |
| (5) | Solar Panels-Residential | \$250.00                             |
| (6) | Solar Panels-Commercial  | \$250.00 plus \$0.05 per square foot |
- (D) Permit to Move Building (Sec. 5-51): \$50.00
- (E) Plumbing Permits and Inspections (Sec. 5-60.1):
- |     |   |                                     |
|-----|---|-------------------------------------|
| (1) | Residential:  | \$80.00                             |
| (2) | Commercial:   | \$150.00                            |
| (3) | Inspections outside of normal business hours:             | \$75.00                             |
| (4) | Inspections - no fee is specifically indicated:           | \$20.00 per hour (1/2 hour minimum) |
| (5) | Additional plan review required by changes, additions, or | \$40.00 per hour (1/2 hour minimum) |
| (6) | Irrigation-Residential                                    | \$80.00                             |
| (7) | Irrigation-Commercial                                     | \$150.00                            |
- (F) Gas Permits and Inspections (Sec. 5-61.1):
- |     |                        |          |
|-----|------------------------|----------|
| (1) | Permit:                | \$50.00  |
| (2) | Residential inspection | \$80.00  |
| (3) | Commercial Inspection  | \$150.00 |
- (G) Mechanical Permits and Inspections (Sec. 5-100):  
\*For installation of heating, ventilating, refrigeration, or air conditioning systems
- |     |                    |                                      |
|-----|--------------------|--------------------------------------|
| (1) | Residential:       | \$75.00                              |
| (2) | Commercial:        | \$100.00 plus \$0.05 per square foot |
| (3) | Re-inspection Fee: | \$25.00 per trip                     |
- (H) Contractor Registration (Sec. 5-112): \$48.00

### IV. Chapter 9 - Fire Protection and Prevention

For any inspection or review required under Chapter 9 which is performed by a third-party on behalf of the City, the fee to be paid the City shall be the City's actual cost in having the third-party perform the inspection or review.

- (A) Fire Sprinkler Permits (Sec. 9-9): \$40.00

**V. Chapter 10 - Garbage, Trash, Weeds and Other Wastes**

- (A) Administrative Sanitation Fee: \$5.00

- (B) Trash Rate Codes:

(RI = Residential Inside City Limits, CI = Commercial Inside City Limits, RO = Residential Outside City Limits, CO = Commercial Outside City Limits)

T1 - RI	1 Poly Cart		\$ 17.04
T2 - RI	2 Poly Carts		\$ 25.56
T3 - RI	3 Poly Carts		\$ 34.08
T7 - RO	1 Poly Cart		\$ 17.04
T8 - RO	2 Poly Carts		\$ 25.56
T9 - RO	3 Poly Carts		\$ 34.08
T25	1 Poly Cart Delivery/Removal	\$28.00 per occur.	

- (C) Convenience Station - Disposal Fee (Sec. 10-40):

**CITY OF BRECKENRIDGE CONVENIENCE STATION RULES AND FEES TO BE CHARGED**

Residents get 1 Free Trash Dump (8' Bed P/U Rounded) per month with current water bill and drivers license

**ROLL-OFFS-ALL ITEMS MUST BE PUT IN ROLL-OFF NOT ON GROUND**

ITEMS ACCEPTED= NORMAL HOUSEHOLD TRASH

ATTENDANT MAY ADJUST FEES BASED ON SIZE OF LOAD

\$ 18.00 MINIMUM FEE  
 \$ 45.00 5-6' BED P/U LEVEL FULL  
 \$ 55.00 5-6' BED P/U ROUNDED UP  
 \$ 65.00 8' BED P/U LEVEL FULL  
 \$ 75.00 8' BED P/U ROUNDED UP  
 \$ 140.00 16' TRAILER  
 \$ 175.00 20' OR LARGER TRAILER

**SMALL DUMPSTERS-ALL ITEMS MUST BE PUT IN DUMPSTER NOT ON GROUND**

ITEMS ACCEPTED= NORMAL HOUSEHOLD TRASH/BAGGED TRASH

ATTENDANT MAY ADJUST FEES BASED ON SIZE OF LOAD

\$ 8.00 MINIMUM  
 \$ 20.00 5-6' BED P/U LEVEL FULL  
 \$ 30.00 5-6' BED P/U ROUNDED UP  
 \$ 30.00 8' BED P/U LEVEL FULL  
 \$ 50.00 8' BED P/U ROUNDED UP

**BRUSH-FEES ARE FOR NON- RESIDENTIAL AND COMMERCIAL USE CUSTOMERS ONLY**

Brush dumping is free for residential customers with current water bill and drivers license

**NON-RESIDENTIAL CUSTOMERS**

ATTENDANT MAY ADJUST FEES BASED ON SIZE OF LOAD

\$ 10.00 TRUCK BED  
 \$ 20.00 TRAILER

**COMMERCIAL CUSTOMERS**

ATTENDANT MAY ADJUST FEES BASED ON SIZE OF LOAD

\$ 20.00 TRUCK BED  
 \$ 40.00 TRAILER



**RECYCLE BINS-CARDBOARD BOXES MUST BE BROKEN DOWN**

SEPTIC DUMPING                      \$0.05 PER GALLON

**ITEMS NOT ACCEPTED**

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

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

(A)	<u>Permit Fee for Shows, Circuses, etc.</u> (Sec. 13-3):	\$50.00 per day
(B)	<u>Peddler License Fees</u> (Sec. 13-65):	
(1)	Peddler or Solicitor:	
	(a) Application Fee:	\$50.00
	(b) License Fee:	\$50.00
(2)	Itinerant Vendor:	
	(a) License Fee:	\$250.00
(3)	Canvasser:	
	(a) Application Fee:	None
	(b) License Fee:	None
(4)	Mobile Food Vendor:	
	(a) Application Fee:	\$50.00
(C)	<u>Gaming Machine Fees</u> (Article VI):	
(1)	Permit Fee:	\$1,000.00
(2)	Occupations Tax (per machine):	\$15.00

**VII. Chapter 14 - Offenses and Miscellaneous Provisions**

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

**VIII. Chapter 16 - Cemetery**

(A)	<u>Costs</u> (Sec. 16-10)		
(1)		Administration Fee	N/A
(2)	Section A	Plot - Upright Head / Foot Stone	\$ 1,000.00
		Plot - Flat Head / Foot Stone	\$ 800.00
		Urn	\$ 150.00
(3)	Section B	Plot - Upright Head / Foot Stone	\$ 1,200.00
		Plot - Flat Head / Foot Stone	\$ 1,000.00
		Urn	\$ 150.00
(4)	Section C	Plot - Upright Head / Foot Stone	\$ 1,000.00
		Plot - Flat Head / Foot Stone	\$ 800.00

		Urn	\$ 150.00
(5)	Section J	Plot - Upright Head / Foot Stone	\$ 800.00
		Plot - Flat Head / Foot Stone	\$ 400.00
		Urn	\$ 150.00
(6)	Section K	Plot - Upright Head / Foot Stone	\$ 600.00
		Plot - Flat Head / Foot Stone	\$ 300.00
		Urn	\$ 150.00
(7)	Baby Land	Plot - Flat Head / Foot Stone	\$ 50.00
(8)	Columbarium	Niches	\$ 400.00
			\$125.00

#### **IX. Chapter 17 - Streets and Sidewalks**

- (A) Permit for Network Nodes (Sec. 17-77): \$500.00 for up to 5 Nodes\*  
\$250.00 each Node after 5\*
- (B) Permit for Node Support Poles (Sec. 17-77): \$1,000.00\*

*\*These fees shall only be changed pursuant to Chapter 284 of the Texas Local Government Code.*

- (C) Public Right-of-Way Fees (Sec. 17-78):
- |     |                       |                                       |
|-----|-----------------------|---------------------------------------|
| (1) | Transport Facilities: | \$28.00 per Node in Right-of-Way per  |
| (2) | Network Nodes:        | \$250.00 per Node per year**          |
| (3) | Use of Service Poles: | \$20.00 per Pole utilized, per year** |

*\*\*These fees may be increased annually by an amount equal to one-half of the annual change in the consumer price index, as per Section 284.054 of the Texas Local Government Code. Any other changes shall only be made pursuant to Chapter 284 of the Texas Local Government Code.*

#### **X. Chapter 21 - Water and Sewers**

- (A) Water Taps (Sec. 21-1):

(1)	3/4-inch water tap only	\$ 1,250.00
(2)	3/4-inch water tap and pavement repair	\$ 1,750.00
(3)	3/4-inch water tap, bore and pavement repair	\$ 2,575.00
(4)	1-inch water tap only	\$ 1,450.00
(5)	1-inch water tap and pavement repair	\$ 1,950.00
(6)	1-inch water tap, bore and pavement repair	\$ 2,775.00
(7)	1 1/2-inch water tap only	\$ 1,650.00
(8)	1 1/2-inch water tap and pavement repair	\$ 2,150.00
(9)	1 1/2-inch water tap, bore and pavement repair	\$ 2,975.00
(10)	2-inch water tap only	\$ 1,850.00
(11)	2-inch water tap and pavement repair	\$ 2,350.00
(12)	2-inch water tap, bore and pavement repair	\$ 3,175.00

- (B) Meter Sets (Sec. 21-1):

(1)	3/4-inch meter set	\$ 486.50
(2)	3/4-inch meter set outside city limits	\$ 973.00
(3)	1-inch meter set	\$ 638.75
(4)	1-inch meter set outside city limits	\$ 1,277.50
(5)	1.5- inch meter set	inside city limits: \$1433.25.... Outside: \$2866.50
(6)	2-inch meter set	\$ 1,517.25
(7)	2-inch meter set outside city limits	\$ 3,034.50

- (C) Sewer Taps (Sec. 21-1):

(1)	4-inch sewer tap only	\$ 1,630.00
(2)	4-inch sewer tap and pavement repair	\$ 1,980.00

- (3) 4-inch sewer tap, bore and pavement repair \$ 3,600.00  
 (4) Sewer services larger than four inch require connection to an existing or installed manhole and shall be contracted and paid for by the requester.

**ROCK CLAUSE:** *the extra cost for excavation of rock shall be in addition to the fees associated above with the Water and Sewer Taps.*

(D) Minimum Security Deposit (Sec. 21-11):

- (1) Customers in good standing: \$240.00  
*At least two times the minimum rate for single-family residential homes within the City limits.*  
 (2) Customers with 2 or more disconnects within a 12 month period: \$480.00  
 (3) If, in the judgement of the Finance Director, the minimum security deposit shall be insufficient to insure the city against loss due to nonpayment of a final bill as a result of a customer's use of water above the normal use or based on the payment history, then such customer shall be required to make a deposit in an amount which in the judgement of the Finance Director will be sufficient to insure the city against loss due to nonpayment of final bill.

(E) Extensions & Pay Arrangements (Sec. 21-11):

- (1) Payment Extensions: ONLY Two (2) extensions of a maximum of ten (10) calendar days will be permitted on each account within a calendar year.  
 (2) Payment Arrangements: At the discretion of the Finance Director or her/his designee, payment arrangements will be considered on a case by case basis. Account holder must come in to complete an application for the Finance Director's review, approval and conditions of arrangement fully explained and signed off by the account holder.  
 (3) Residential customers may request a temporary exemption of late charges once within a calendar year if they have a satisfactory 12-month history of on-time payments for utilities with the City.

(F) Water Rate Schedule (Sec. 21-12):

	<i>Inside City Limits</i>	<i>Outside City Limits</i>
(1) <i>Residential Single Family:</i>		
First 2,000 gallons (minimum):	\$43.02	\$66.04
Next 3,000 gallons, per thousand:	\$7.29	\$14.59
Next 5,000 gallons, per thousand:	\$7.76	\$15.51
Next 10,000 gallons, per thousand:	\$9.02	\$18.03
Over 20,000 gallons, per thousand:	\$10.34	\$20.69
(2) <i>Commercial and Apartments:</i>		
First 2,000 gallons (minimum):	\$53.59	\$87.18
Next 3,000 gallons, per thousand:	\$7.29	\$14.59
Next 5,000 gallons, per thousand:	\$7.76	\$15.51
Next 10,000 gallons, per thousand:	\$9.02	\$18.03
Over 20,000 gallons, per thousand:	\$10.34	\$20.69
(3)	Add \$5.94 or \$11.89 to the minimum charge for each additional family, apartment or house over two (2) allowed for \$53.59 or \$87.18 minimum that is connected to the <b>same meter</b> .	
(4) <i>Texas Department of Criminal Justice - Walker Sayle Unit:</i>		
per one thousand gallons:		\$8.60
(5) <i>Highb Mesa Water Company:</i>		
First 2,000 gallons (minimum):		\$45.50
2,001 gallons and over, per one thousand gallons:		\$6.00
(6) <i>Stephens Regional Special Utility District:</i>		
per one thousand gallons:		\$6.00

(7)	<i>Plant Water:</i>		
	treated per one thousand gallons:		\$25.00
	raw per one thousand gallons:		\$18.00
(8)	<i>Meter Access:</i>		
	Meter Reader unable to access meter to get reading due to customer parking over meter or any blocking meter access in any way.		\$25.00
(G)	<u>Delinquent Account Fees</u> (Sec. 21-15):		
(1)	Late Payment Fee:		\$25.00
(2)	Reconnection Fee:		
	(a) During normal operating hours:		\$25.00
	(b) After hours:		\$50.00
(H)	<u>Rereads</u> (Sec. 21-16):		\$10.00*
(I)	<u>Temporary Disconnection of Service</u> (Sec. 21-17):		
(1)	Disconnection during normal operating hours:		\$25.00
(2)	Disconnection after hours:		\$50.00
(3)	Meter Tampering**		\$100.00
(J)	<u>Connection and Transfer Fees</u> (Sec. 21-19):		
(1)	Connection Fee:		
	(a) During normal operating hours:		\$25.00
	(b) After hours:		\$50.00
(2)	Transfer Fee:		
	(a) During normal operating hours:		\$25.00
	(b) After hours:		\$50.00
(K)	Return Check Fee (non-sufficient fund charge)		\$25.00
(L)	<u>Clean up Fee</u> (Sec. 21-14)		
	2000 gallons water usage for 5 days		\$43.02
(M)	<u>Sewer Service Charges</u> (Sec. 21-44):		
		<i>Inside City Limits</i>	<i>Outside City Limits</i>
(1)	<i>Residential Single Family:</i>		
	First 5,000 gallons (minimum):	\$53.67	\$97.34
	Over 5,000 gallons, per thousand:	\$4.87	\$9.73
	Maximum monthly charge:	\$126.72	\$243.29
(2)	<i>All other use:</i>		
	First 5,000 gallons (minimum):	\$58.54	\$107.08
	Over 5,000 gallons, per thousand:	\$6.49	\$12.98
2	Maximum monthly charge:	\$654.00	\$1,298.00
(3)	<i>* Sewer Irrigation Credit:</i>		
	Residential Single Family:	\$30.00	\$60.00
	All other use:	\$105.00	\$210.00
(4)	<i>Texas Department of Criminal Justice - Walker Sayle Unit:</i>		
	per thousand gallons of water, or portion thereof, used monthly:		\$5.05
(5)	If a customer installs a separate irrigation meter to provide for the separate metering of irrigation water they may request to be charged for water use only and not to be charged for sewer services.		
(N)	<u>Reconnection Fee</u> (Sec. 21-44):		
(1)	Reconnection during normal operating hours:		\$25.00
(2)	Reconnection after hours:		\$50.00

\* Sewer Irrigation Credit must be requested by the customer each month qualified.



**\*\* Meter Tampering / Theft of Services:**

In an effort to deter losses in water revenue, service calls and meter repair, any detected water meter tampering will be reported to the police, investigated, and charges filed. Tampering with a water meter is a Class A misdemeanor in Texas and punishable by a fine not to exceed \$4000, confinement in jail for a term not to exceed 1 year, or both. Individuals responsible for tampering may also incur civil liability and additional fees. Anyone who reconnects water service in any way after the city has disconnected the water for nonpayment of delinquent bill. In addition to the amount of the delinquent bill, the reconnect fee, meter tampering fee and any damages shall be paid before water service will be reconnected. Any tampering with meter will result in meter removal and a tampering fee of \$100. Any account charged with tampering fee is required an additional \$300 deposit.

(O) Penalties for Violations relating to Grease Traps/Interceptors (Sec. 21.93):

(1)	Blockage Caused by a Generator:	
(a)	First Violation:	\$400.00
(b)	Second Violation (within 2 years of 1st):	\$500.00
(c)	Third Violation (within 2 years of 1st or 2nd):	\$750.00
(d)	Repeat Offenders (in addition to penalty (a), (b), or (c)):	\$250.00
(2)	General Violations:	
(a)	First Violation:	Written Warning
(b)	Second Violation (within 2 years of warning):	\$400.00
(c)	Third Violation (within 2 years of warning):	\$500.00
(d)	Fourth Violation (within 2 years of warning):	\$750.00
(e)	Repeat Offenders (in addition to penalty (b), (c) or (d)):	\$250.00

**XI. Chapter 22 - Zoning**(A) Permits Related to Zoning (Sec. 22-8):

(1)	Mobile Home Permits:	\$100.00
(2)	Certificate of Occupancy (on commercial application):	\$100.00
(3)	Locating Portable Building:	\$50.00
(4)	Zoning:	\$400.00
(5)	Preliminary Plat:	\$500.00
(6)	Final Plat:	\$400.00
(7)	Replat:	\$400.00
(8)	Variance Request:	\$200.00
(9)	Required Third-Party Review:	Actual Cost

**XII. Miscellaneous**

For any inspection required under the Code of Ordinances or state law which is performed by a third-party on behalf of the City, the fee to be paid the City shall be the City's actual cost in having the third-party perform the inspection.

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III. Open Meetings.

It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Local Government Code.

IV. Effective Date.

This ordinance shall take effect immediately upon its adoption by the City Commission.

The above and foregoing ordinance was duly proposed, read in full, and adopted upon first reading on June 3, 2025 at a regular meeting of the City Commission.

The above and foregoing ordinance was read and finally adopted upon second reading on July 1, 2025 at a regular meeting of the City Commission.

\_\_\_\_\_  
Bob Sims, Mayor

ATTEST:

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

S E A L

	Graham	Rhome	Abilene	Breckenridge
<b>Building permit fees</b>	\$25 for <b>\$1-500 valuation</b>	Commercial/\$110 for <b>\$1-200 valuation</b>	\$60 for valuation up to <b>\$500</b>	New construction \$50 + .05 per sf New construction \$100 + .05 per sf
	\$25 for first \$500 + \$3.05 each additional \$100 for <b>\$501-2,000 valuation</b>	Commercial/\$130 for <b>\$201-10,000 valuation</b>	\$60 for the first \$500 + \$1.50 for each additional \$100 or fraction thereof, to and including up to <b>\$2,000</b>	Residential remodel \$50 Residential remodel \$100
	\$69.25 for first \$2000 + \$14 for each additional \$1000 for <b>\$2,001-25,000 valuation</b>	Commercial/\$130 for the first \$10k, \$14 for each additional \$1,000 for \$10,001-25,000 valuation	\$82.50 for the first \$2,000 + \$7 for each additional \$1,000 or fraction thereof, to and including up to <b>\$25,000</b>	Commercial remodel \$50 + .05 per sf Commercial remodel \$100 + .05 per sf
	\$391.25 for first \$25000 + \$10.10 for each additional \$1000 for <b>\$25,001-50,000</b>	Commercial/\$303 for the first \$25k, \$12.12 for each \$1,000 for <b>\$25,001-50,000 valuation</b>	\$243.50 for the first \$25k + \$6 for each additional \$1,000 or fraction thereof up to <b>\$50,000</b>	
	\$643.75 for first \$50,000 + \$7.00 for each additional \$1,000 for <b>\$50,000-100,000</b>	Commercial/\$421 for the first \$25k, \$10.10 for each additional <b>\$1,000 for \$50,001-100,000 valuation</b>	\$393.50 for the first \$50k + \$5 for each additional \$1,000 or fraction thereof up to <b>\$100,000</b>	
	\$993.75 for first \$100,000 + \$5.60 for each additional \$1,000 for <b>\$100,001-500,000</b>	Commercial/\$1,023.75 for the first \$100k, \$5.60 for each additional <b>\$1,000 for \$100,001-500,000</b>	\$643.50 for the first \$100k + 44 for each additional \$1,000 or fraction thereof up to <b>\$500,000</b>	
		Residential/\$785 for 0-1,500 sf		
		Residential/\$785 for the first 1,500 sf + .35 for each additional to and including 10,000 sf		
		Residential/\$3760 for the first 10,000 sf + .15 for		

		each additional sf over 10,000		
<b>Signs</b>	\$100	65% of cost of construction	\$200 non-billboard \$500 billboard	<del>\$40</del> <del>\$100</del>
<b>Accessory building</b>	\$50 up to 500 sf \$100 greater than 500 sf		\$75.00	\$50 + .05 sf
<b>Fence</b>	\$50/residential \$75/commercial		\$3 per 1,000 of valuation, minimum \$60	<del>\$40</del> <del>\$50</del>
<b>Roof</b>	\$75 + \$5.00 per \$1,000		Commercial/100 per roof structure	<del>\$50 per roof structure</del> <del>\$100 per roof structure</del>
<b>Swimming pool</b>	\$130			<del>\$50 + .05 sf</del> <del>\$100 + .05 sf</del>
<b>Electric</b>	\$45/residential \$45 + \$5.00 per \$1,000 valuation/commercial	\$110	\$60	\$50/residential \$50 + .05 sf/commercial \$75 meter upgrade
<b>Moving permit</b>	\$200			\$50
<b>Plumbing/Gas</b>	\$45/residential \$45 + \$5.00 per \$1,000 valuation/commercial	\$110	\$60	\$76.92/residential \$125/commercial <del>\$80 Residential</del> <del>\$150 Commercial</del>
<b>Mobile homes</b>				<del>\$75</del> <del>\$100</del>
<b>Demolition</b>	\$100/residential \$200/commercial	\$150		\$100
<b>HVAC</b>	\$100/residential \$200/commercial	\$110	\$85	\$50/residential \$50 + .05 sf/commercial <del>\$75/residential</del> <del>\$100 + .05 sf/Commercial</del>
<b>Solar panels</b>			\$350	<del>\$50/residential</del> <del>\$50 + .05 sf/commercial</del> <del>\$250/residential</del> <del>\$250 +.05 sf/Commercial</del>
<b>Irrigation</b>	\$100/residential \$200/commercial		\$75/residential \$100/commercial	<del>\$76.92/residential</del> <del>\$125/Commercial</del> <del>\$80/residential</del> <del>\$150/commercial</del>



Certificate of Occupancy	\$100	\$150	\$100	<del>\$75</del> \$100
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YELLOW – Current Fees

RED - Recommended



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

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

**Department:** Administration

**Staff Contact:** Cynthia

**Title:** City Manager

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### BACKGROUND INFORMATION:

There have been challenges ensuring people obtain building permits as prescribed by city ordinance in Chapter 5-1. This ordinance update to the Chapter 5 – Buildings and Structures will address this issue with this addition:

(b) - In addition to the powers provided to the City under section 5-2(a) above, a person or entity performing work prior to obtaining a permit for said work, when required by the building codes adopted in section 5-1, shall be responsible for paying twice the applicable permit fee contained in the Fee Schedule in Appendix A of this Code.

### FINANCIAL IMPACT:

### STAFF RECOMMENDATION:

Consider approval of Resolution 2025-13 as presented.

## ORDINANCE NO. 2025-13

**AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS AMENDING CHAPTER 5 “BUILDINGS AND STRUCTURES, ARTICLE I “IN GENERAL”, SECTION 5-2 “CONSTRUCTION IN VIOLATION OF CODES; STOP-WORK ORDER” OF THE BRECKENRIDGE CODE OF ORDINANCES TO DOUBLE THE APPLICABLE PERMIT FEE IF WORK IS COMMENCED WITHOUT A PERMIT; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING 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 enact and enforce ordinances necessary to protect health, life, and property, and to prevent and summarily abate and remove all nuisances within the city” pursuant to Section 3.2 of the City Charter;

**WHEREAS**, to that end, the City Commission of the City (the “City Commission”) adopted Chapter 5 of the Breckenridge Code of Ordinances to regulate buildings and structures within the City;

**WHEREAS**, Article I of said Chapter 5 adopts uniform building codes, which require that permits be obtained before certain work on buildings and structures is commenced; and

**WHEREAS**, Section 5-2 of said Article allows the City to stop work that is commenced in violation of an applicable building code, and the City Commission wishes to amend this Section to double the applicable building permit fee in cases where work is commenced before a permit is obtained.

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

**I. Amendment of Section 5-2.** Chapter 5 “Buildings and Structures”, Article I “In General”, Section 5-2 “Construction in violation of codes; stop-work order” of the Breckenridge Code of Ordinances is amended to read as follows, and all articles, chapters, sections, paragraphs, sentences, phrases, and words not expressly amended hereby are hereby ratified and affirmed.

**Sec. 5-2. Construction in violation of codes; stop-work order.**

(a) Where construction or work on buildings or structures in the city is being done in violation of the provisions of this article or of the building codes adopted in section 5-1, or is being done in an unsafe or dangerous manner, the code enforcement official may order the work stopped by notice in writing served on the person or entity engaged in doing or causing such work to be done. Such person or entity will stop work until authorized to recommence by the building official.

(b) In addition to the powers provided to the City under section 5-2(a) above, a person or entity performing work prior to obtaining a permit for said work, when required by the building codes adopted in section 5-1, shall be responsible for paying twice the applicable permit fee contained in the Fee Schedule in Appendix A of this Code.

**II. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Government Code.

**III. Severability.** The provisions of this Ordinance are declared to be severable. If any section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this Ordinance, but they shall remain in effect notwithstanding the invalidity of any other part.

**IV. Effective Date.** This ordinance shall become effective immediately upon its adoption by the City Commission and after publication as required by Section 4.24 of the City Charter.

PASSED, APPROVED, AND ADOPTED on this the 1<sup>st</sup> day of July 2025.

\_\_\_\_\_  
Bob Sims, Mayor

ATTEST:

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

S E A L



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

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

**Department:** Administration

**Staff Contact:** Cynthia

**Title:** City Manager

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### BACKGROUND INFORMATION:

In the interest of cooperation, the City of Breckenridge has several interlocal agreements with Stephens County. The City and County have been discussing updates as well as a new interlocal for Animal Control services in the unincorporated area of Stephens County. The City and County held a joint meeting to discuss the details of the agreements and several updates.

The biggest change from the discussions was the amount. We discussed \$50K annually. This has been updated to \$30K annually.

In January of 2025, the City Commission approved an ILA where Stephens County would be responsible for all veterinary expenses, medication, sterilization, and euthanization for all animals placed in the Animal Shelter. Additionally, the intake of dogs from the unincorporated area must be authorized by the Sheriff or his officers.

Since then, the County Commissioners have expressed concern and would like to change it to include the \$30K annually and any euthanizations for county dogs but remove the liability for all veterinary expenses, due to budgetary concerns.

### FINANCIAL IMPACT:

### STAFF RECOMMENDATION:

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

THE STATE OF TEXAS  
COUNTY OF STEPHENS

**INTERLOCAL AGREEMENT BETWEEN  
STEPHENS COUNTY AND THE CITY OF BRECKENRIDGE**

This Interlocal Agreement is made and effective as of the \_\_\_\_ day of January, 2024, by and between the Commissioner's Court of Stephens County, Texas, (hereinafter referred to as "County") a political subdivision, acting pursuant to a resolution duly voted upon and passed during a regular called meeting of said Commissioner's Court, and the City Commission of Breckenridge, Texas, (hereinafter referred to as "City") a political subdivision, acting pursuant to a resolution duly voted upon and passed during a regular called meeting of said City Commission.

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

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

**1. RECITALS.**

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

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

**2. DEFINITIONS.**

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

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

### **3. CITY RESPONSIBILITY.**

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

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

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

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

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

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

### **4. COUNTY RESPONSIBILITY.**

The County shall pay the City \$30,000 annually, payable in twelve (12) monthly payments to support the operation of the Animal Shelter. Said payments from the County shall be made by check and delivered to the City Offices. These funds shall be used by the City only and strictly for

the expenses directly associated with the operation and staffing of the Animal Shelter.

In addition, the County shall be responsible for all euthanization for all animals placed in the Animal Shelter by the Sheriff's Officers or that are placed there at the direction of the Sheriff's Officers, the Stephens County Judge, the Stephens County Justice of the Peace, or the 90<sup>th</sup> District Court Judge.

## **5. LIABILITY & INSURANCE.**

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

## **6. REPORTS.**

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

## **7. ANIMAL TREATMENT.**

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

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

The Animal Shelter shall protect impounded animals from the cold, wind, rain, and snow.

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

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



**8. TERM.**

This Interlocal Agreement shall be for a period of one (1) year beginning October 1, 2024 and ending September 30, 2025. At that time, all terms of this Agreement shall be renegotiated between the parties currently in office at that time.

**9. NECESSITY FOR SERVICE.**

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

**10. COMPENSATION.**

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

**11. QUALIFICATIONS.**

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

**12. TEXAS TORT ACT.**

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

### **13. INDEMNIFICATION.**

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

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

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

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

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

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

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

### **16. SEVERABILITY.**

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

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

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

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

## 18. NOTICES.

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

Address of the County:

Honorable Michael Roach (or his successor in Office), Stephens County Judge  
Stephens County Courthouse  
200 W. Walker, Breckenridge, Texas 76424

Address of the City:

Office of the City Manager, Cynthia Northrop (or her successor in office)  
105 N. Rose, Breckenridge, Texas 76424

## 19. LAW AND VENUE.

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

**This Interlocal Agreement was duly approved by the City Commission of the City of Breckenridge on the 1st day of July, 2025.**

\_\_\_\_\_  
Cynthia Northrop, City Manager

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 \_\_\_\_\_ 2025.**

\_\_\_\_\_  
Michael Roach, County Judge

ATTEST:

\_\_\_\_\_  
Jackie Ensey, County Clerk



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding award of Bank Depository Bid Contract.

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### BACKGROUND INFORMATION:

In accordance with Chapter 15 of the Texas Local Government Code the City sought Bank Depository Bids, advertising June 11 & 18 with a deadline for submission on Friday, June 27, 2025 by 10 a.m. We are required to bid the bank depository contract out every five years and the term is from October to September, to align with our fiscal year, so the term will be from October 2025 through September of 2030.

We received one bid from Clear Fork Bank

### FINANCIAL IMPACT:

### STAFF RECOMMENDATION:

Consider awarding bank depository contract to Clear Fork Bank and authorize City Manager to execute agreement.



KEVIN SIMMONS

President

Cynthia Northrop, MPA, CPM  
City Manager  
City of Breckenridge, Texas

Dear Cynthia,

Please find the City of Breckenridge 2025 depository bid from Clear Fork Bank NA attached. We have enjoyed our long-standing deposit relationship with the city and hope you have been satisfied with our banking services. Let me know if you have any questions.

Regards,

Kevin Simmons

Clear Fork Bank President

101 E. Walker  
P.O. Box 951  
Breckenridge, TX 76424

O 254.559.2222  
E [ksimmons@clearfork.bank](mailto:ksimmons@clearfork.bank)  
W [www.clearfork.bank](http://www.clearfork.bank)

**CITY OF BRECKENRIDGE, TEXAS**

**DEPOSITORY BID/  
DEPOSITORY SERVICES CONTRACT**

June 2025

105 North Rose Avenue  
Breckenridge, Texas 76424  
(254) 559-8287

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## I. INTRODUCTION

The City of Breckenridge (the "City") is requesting Bids from eligible and qualified financial institutions to serve as the Depository Bank to the City and to provide the banking services described below. The services provided are to be in accordance with the Depository Bid and attachments, duly executed between the City and the selected financial institution.

The philosophy incorporated into this Depository Bid/Depository Services Contract ("Depository Bid") is to solicit bids for banking services currently utilized or open for consideration, based on projected activity and transaction volumes. The City intends to invest its funds to maximize interest income as authorized by the City Investment Policy and permitted by state law. From this perspective, the rates the City can earn on its deposits and investments through the financial institution will be an important element in consideration of the net cost/benefit of the relationship to the City. However, the City intends to manage its own investment portfolio in accordance with its Investment Policy (Exhibit 2). Institutions desiring to respond to this Proposal should bear in mind that the City wishes to pursue an aggressive cash management and investment program. Therefore, the City reserves the right to withdraw, from time to time, any amount of City funds on deposit in any City account and invest those funds in accordance with the City's investment policy.

The new depository contract term will be for the period of October 1, 2025 through September 30, 2030, with a provision for two one-year continuations under the same terms and conditions of the contract, subject to the mutual agreement of both parties. The depository contract term also provides for an extension period not to exceed ninety (90) days for the transition to a new Depository Bank at the end of the term.

The Depository Bank is an important component of the treasury and cash management system of the City. From this perspective, the City is seeking a financial institution that is:

- meeting the requirements of Chapter 105 of the Texas Government Code;
- capable of providing the services required by the City at the least possible cost;
- willing to be attentive and responsive to the City's money matters; and is
- financially sound.

This Depository Bid is intended to serve as the OFFICIAL BID FORM and as the Depository Services Contract. There are several blanks to fill in and questions to be answered. The evaluation of the bidder's Bid will be based on these responses.

Exceptions, conditions, or qualifications to the provisions of the City's specifications or requirements must be clearly identified as such, with the reasons therefore, and alternate language proposed by bidder, if any, clearly stated and inserted in the appropriate place in the bid submission. Each one of these exceptions, conditions, or qualifications to the City's specifications is to be included, as appropriate, in this Depository Bid. Items and matters not explicitly excepted in this manner will be deemed to be in conformance with the City's specifications.

**The Depository Bid also requests certain information to be attached and specifically labeled.** Bids must be complete, address all aspects of the Depository Bid, and include all requested information to receive full consideration by the City in the selection process. The requested information is stated in the Table of Contents under “ATTACHMENTS (To Be Provided by Bidder).”

The City has designated its City Secretary as coordinator and contact person during the bidding process. The City desires to enter into a contract of mutual party benefit and will be happy to answer all questions pertaining to this Depository Bid. Please note the following section of the calendar of events for the dates and times of key elements in the bid procedure.

## **II. CALENDAR OF EVENTS**

<b>TARGET DATE 2025</b>	<b>DESCRIPTION OF EVENTS</b>
Wednesday, June 11 & 18	Advertise the Bank Depository Notice to Bidders in the local newspaper
Monday, June 16	Depository Bid/Depository Services Contract distributed to prospective financial institutions
Friday, June 27	Deadline for bid submission from interested financial institutions by 10:00 a.m. to the City Manager. (See Section IX.A.)
Friday, June 27	Review bids and discuss recommendations with City Staff
Tuesday, July 1	Agenda Item to Award Contract
Wednesday, July 2	Bidder Notification
Monday, July 7	Execute Contracts/Agreements; begin implementation
Wednesday, Oct. 1	New Bank Depository Contract period begins

### III. CRITERIA FOR EVALUATION

The City staff will carefully review the submitted Bids. The staff recommendation to the City Commission will be based on the Bid determined to be in the best interest of the City. The evaluation of the Bids will be made based on the following criteria:

- Reputation of bidder and quality of services;
- Ability to perform and provide the required and requested services;
- Cost of banking services;
- Completeness and agreement to points outlined in the Depository Bid;
- Interest rates paid on interest bearing accounts, time deposits, and investments;
- Financial strength and stability; and
- Convenience of location;
- Previous service/relationship with City and its related entities.

(The City Staff and City Commission will determine what weight to attribute to each of these criteria.)

### IV. ACCOUNT ACTIVITIES

- A. Number of Accounts. The City currently requires approximately (11) eleven accounts. (Please refer to Exhibit 1 for bank accounts, transactions, and types of accounts.)

The City reserves the right to open or close any number or type of accounts as it deems necessary through the term of the Depository Services Contract. Any services not listed, but later requested by the City, will be charged for at a mutually agreed upon fee. Fees are fixed for the entire contract period. No additional setup fees or software fees will be charged if the Depository Bank merges or is acquired by another bank. The City requires check-cashing services for City checks at no charge to the City or its employees.

- B. Services and Volumes. The services which should be made available to the City include, but are not limited to, the items that are identified in Appendix 1, Bank Service Requirements, and Appendix 2, Other Bank Services. Exhibit 1 has been included to provide additional bank information regarding transaction volumes and dollar amounts that should be helpful in responding to this Depository Bid.

To maximize cash management control and investment opportunities, the City requires balance reporting for daily access of its bank accounts to obtain balance information. This would be accomplished by an Internet-based online reporting system which will provide the daily ending ledger and collected balances from the prior day for all accounts, a detail of the prior day's debits and credits, one day float amount, two day float amount, total credits, total debits, and detail debits and credits, current day disbursements, including check numbers (if available), and current day incoming or outgoing, wires, and current day ACH. The systems Office

also allow online inter- and intra-bank transfers, ACH, stop payment, positive pay, and wire transfer origination instruction processes with user-defined security requirements.

- C. Collateral Required. The balances maintained in all accounts must be collateralized in the same manner and under the same stipulations as outlined in the Pledge Requirements section. The maximum ledger balances as of April 2020 are estimated to be \$3,000,000 to \$4,000,000 in the aggregate.
- D. Bank Statements. Bank statements are to be rendered within five (5) working days after the close of the calendar month. The statements are to include debits and credits made on the last day of the period and the item details. Electronic downloads and hard copies are required by the City.
- E. Method of Payment and Reporting. The City intends to pay for all services provided by the institution as set forth in Section IV. B. and Appendices 1 and 2. The method to be used for the payment of these services will be the direct payment method to the extent that the cost of services exceeds the earnings credit amount generated by account balances.

The City requires account analysis statements on a monthly basis by individual account and at group level which reflects average ledger balance, average uncollected funds, average collected balance, reserve requirement, average available balance, rate and amount of earnings credit, and detail of services provided with quantities and unit fees for each to arrive at a total service cost.

Settlement of the excess/deficient condition as reflected by the group level account analysis is to occur on a quarterly basis. Please submit a sample of the monthly account analysis statement that will be provided to the City as **Attachment A**.

- F. Availability of Funds. Please provide a schedule and detailed explanation of funds availability, showing both time and day of availability, and specify the institution location to which the availability is applicable. If more than one availability schedule is applicable, provide both. Please submit the availability schedule(s) as **Attachment B**.
- G. Interest Rates. The collected balances in each account must be accessible by Internet and be available for investment at the option of the City. Funds in interest bearing accounts will earn interest at the rate paid on interest bearing accounts. Please provide an explanation of the institution's policy and methodology used in setting rates paid on interest bearing accounts. Indicate if they are based on a market rate such as T-Bill discount or yield rate, or the federal funds rate, etc., and when the rates are changed. Also, please provide a historical schedule of rates paid on this type of interest bearing account, as well as any type of automatic sweep account where funds could be invested at a higher rate other than short-term investment options (i.e., TexPool). Please provide the interest rate information

as **Attachment C**.

- H. Federal Income Tax Withholding and Social Security Payments. The City requires the Depository Bank to provide services via ACH such as Federal Income Tax withholding, social security (FICA) and other entities deemed necessary by the City.
- I. Research Requests. The City requests that all research requests be responded to within three business days of the request.
- J. Bank Errors. The Bank will reimburse bank errors resulting in lost interest to the City. The method of reimbursement will be agreed upon by the Bank and the City.
- K. Check Processing. All checks deposited by the City which do not clear the first time should be submitted a second time before returning them to the City.

## V. PLEDGE / REQUIREMENTS

- A. Securities Pledged. As security for the deposits of the City, the institution will pledge to the City securities equal to 101% one year or less, 102% one year to five years, and 103% over five years of their market or par value, whichever is lower, of the largest total balances the City maintains in the institution, less the amount provided by the Federal Deposit Insurance Corporation (FDIC). These aggregate balances are estimated not to exceed \$10,000,000.

This Pledge will be evidenced by a separate Depository Pledge Agreement in accordance with the requirements of State and Federal law. Please submit a copy of the Depository Pledge Agreement as **Attachment D**.

The securities comprising the pledge are to be calculated using market value. The securities so pledged, the amounts thereon, and the time for pledging same should satisfy statutory requirements and the City Investment Policy as included in Exhibit 2.

- B. Reporting Requirements. The institution is to provide the City a report of securities pledged at the end of each month or at any time requested by the City Secretary, the City Manager, or any other designated official. The report should reflect the total pledged securities itemized by:

Name  
Type/Description  
Par Value  
Market Value  
Maturity Date



- C. Safekeeping. The securities pledged are to be held in safekeeping at a financial institution acceptable to the City. The original copies of all security receipts are to be filed with the City Secretary. The City will reimburse the Depository Bank for safekeeping charges, if any. Specify the safekeeping charges that will apply.

Please submit a copy of the Safekeeping Agreement as **Attachment E**. The safekeeping agreement should clearly state that the Trustee is instructed to release the collateralized securities to the City if the City has determined that the Depository Bank has failed to pay on any accounts including, but not limited to, matured investments in Certificates of Deposit, or the City has determined that the City funds are in jeopardy for any reason including, but not limited to, involuntary closure or change in ownership.

The Safekeeping Agreement should have signatories and be executed by the Trustee institution, the Depository Bank, and the City.

- D. Substitutions. Any substitutions of the securities or reductions in the total amount pledged are to be made only by and with the proper written authorization approved by an authorized signatory. The City will approve all securities pledged. In the case of net reductions, the Depository Bank is to provide in writing that collateral will be available when needed to meet normal City balance increases throughout the year. Any securities pledged are to satisfy statutory requirements and the City Investment Policy as included in Exhibit 2.
- E. Certification and Delivery of Collateral. In accordance with state law, the Board of Directors of the selected Depository Bank will be required to provide a resolution of certification approving the commitment and delivery of the collateral to the safekeeping institution not later than five days before the commencement of the contract period.

## VI. INVESTMENT ACTIVITIES

- A. Direct Investment Alternative. The City desires a Bank Depository relationship which provides full legal flexibility in investment activities. Since state law permits the City to invest in direct debt securities of the United States Government or its agencies or instrumentalities guaranteed by the full faith and credit of the United States Government, the City will have the right, at its sole discretion, and based on maturities and liquidity needs of the City, to select direct investment in government obligations. Appendix 3, Investment Transactions, provides the scenarios of three sample investment opportunities for a specific date.

For each of the three investment options, enter the information that would represent the optimum use of the funds for the time permitted, including agency type, maturity date, par value, cost, bond yield, and transaction fee, if any.

- B. Certificates of Deposit. Certificates of Deposit (CDs) purchased for the City will be non-negotiable and will be registered in the name of the City. CDs must be fully insured by the FDIC or collateralized by fully guaranteed Federal obligations that are pledged to the City and that have a market value equal to or greater than the CD for the life of the CD. Proof of collateral must be supplied to the City before the CDs are paid for. (See Section V for Pledge Requirements.)

Bidders should state the rate of interest payable and the basis used to establish the rate, for each of the time periods as indicated on Appendix 4, Certificates of Deposit \$100,000 or more. Also, indicate the investment minimums and maximums for maturity lengths and dollar amounts.

- C. Interest Calculations. Interest on all CDs will be computed on an actual day basis, and the interest paid to the City on the maturity date. Payments will be made by crediting the accounts from which investments were made. Interest calculations should include the first day in the investment period but should not include the day of maturity.
- D. Extension of Investments. The Depository Bank agrees to honor and continue any investments made during the term of the Depository Services Contract that will mature after the expiration date of the contract at the same rate established before the expiration of the contract.

## VII. OVERDRAFT PROVISIONS

The City does not intend to have a net overdraft position occur during the course of the contract period. A net overdraft is to be defined as a negative balance in the City's accounts collectively, not by individual account. However, should a net overdraft condition occur, the following stipulations would apply:

*(To be completed by the financial institution.)*

- The maximum number of days the overdraft condition would be allowed is 2 banking days.
- The maximum amount of the overdraft to be allowed would be \$ Situational Discussion.
- The interest rate would be 0 % per annum computed on an actual day basis for the days and amount of the overdraft.

In the event a check or checks are presented for payment where there are insufficient funds for the purpose of paying checks, the Depository Bank agrees to promptly notify the City Secretary, or designated representative, by telephone or other means, of the overdraft condition, and to provide the City Secretary, or designated representative, a period not exceeding one business day to respond and rectify the condition.

## VIII. OTHER STIPULATIONS

- A. Regulation Notices. The successful bidder is to notify the City in writing within ten (10) days of any changes in Federal or State regulations or laws that would affect the Depository Services Contract.
- B. Wire Transfers. Notification of wire transfers will be made electronically or by written confirmation to the City the same day of the transaction at no charge to the City.
- C. Right to Cancel Contract. In the event it would be ruled illegal under the provisions of any Federal or State laws or regulations for the Depository Bank to comply with the requirements of the Depository Services Contract, then the City expressly reserves the right and privilege to cancel the Depository Services Contract and to re-bid.
- D. Right to Audit Records. The Depository Bank's records relating to the City's accounts will be open for review during normal business hours by designated City staff members or City appointed independent auditors.
- E. Financial Reports. The proposing institution will submit a copy of the latest annual audited financial statements, the past two most recent quarterly FDIC call reports, and the Uniform Bank Performance Report for the latest fiscal year end, all as **Attachment F**.
- F. Term of the Depository Services Contract. The term of the Depository Services Contract will be for the period October 1, 2025 through September 30, 2030, with a provision for two one-year extensions under the same contract terms and conditions, with the mutual agreement of both parties. Further, the agreement will have a ninety-day extension period for transition to the new depository bank at the end of the term.

## IX. BIDDING REQUIREMENTS

- A. Date, Time, Location. Sealed Bids clearly marked "**Depository Bid – Bid Enclosed**" (one original and two copies) must be delivered or received by 10:00 a.m., Friday, June 27, 2025, to the following person:

Cynthia Northrop, MPA, CPM  
City Manager  
City of Breckenridge:  
105 North Rose Avenue  
Breckenridge, Texas, 76424

**NO DEPOSITORY BID WILL BE ACCEPTED AFTER 10:00 a.m.**

- B. Responding to this Bid. The proposing institution is to use this Depository Bid as

- the Official Bid Form to submit prices, rates, and to answer questions.
- C. Additional Information. The City reserves the right to request additional information or to meet with representatives from proposing organizations to discuss points in the Bid before and after submission, any and all of which may be used in forming a recommendation.
  - D. Right to Reject Bids. The City reserves the right to reject any and all Bids, and to accept the Bid it considers to be in its best interest based upon the ability to perform the requested services, agreement to points outlined in the Depository Bid, interest rates paid on time deposits, cost of banking services, and financial stability.
  - E. Qualification. Bidder must be an institution qualified under current state law to serve as the City's Depository Bank.
  - F. Questions Regarding Depository Bid. Any questions concerning this Depository Bid should be directed to:

**Cynthia Northrop, MPA, CPM**  
**City Manager**  
**City of Breckenridge:**  
**105 North Rose Avenue**  
**Breckenridge, Texas, 76424**  
**Email: [cnorthrop@breckenridgetx.gov](mailto:cnorthrop@breckenridgetx.gov)**

- G. Transfer of Funds. Transfer of funds will commence at such time the successful bidder has provided the City with all required forms and supplies necessary to insure uninterrupted day-to-day operations. Bidder will, upon termination of contract, cooperate with the new Depository Bank for transfer of funds.
- H. Contact with Other City Officials or Employees. In order to ensure fair and objective evaluation of Proposals, all questions should be addressed only to the person(s) so named herein. Contact with any other City employee or elected official without the prior written consent of the person(s) so named herein is expressly prohibited. Any contact with any other City employee or elected official without prior written consent will risk elimination of their proposal from further consideration.
- I. Unit Prices and Extension Discrepancies. If unit prices and their extensions do not coincide, the City will accept the price(s) resulting in the lesser amount(s).
- J. Use of Quantity Estimates. Estimated quantities have been listed within the Proposal. The City reserves the right to increase or decrease quantities during the contract period, depending upon the City's needs.
- K. Confidentiality of Documents. After opening of Proposals, except for amounts, names, and addresses of Proposers, all other information will be deemed

confidential during the evaluation process until formal action to award a contract or reject all Proposals has been taken by the City Commission. After contract award or rejection of Proposals, all information will be open and available for public inspection upon written request. In accordance with Local Government Code Section 252.049, trade secrets and confidential information, which the Proposer identifies as proprietary, is not available for public inspection.

- L. Reimbursements. There is no express or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing Bids in response to this Proposal, and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

#### **X. OTHER MISCELLANEOUS**

- A. Periodic Review. The City may request a review meeting as needed to evaluate the working relationship between the City and the Depository Bank. The objectives include addressing any problems and to seek solutions, as well as keeping abreast of changes, new services, or new requirements.
- B. Depository Bid and Resulting Contract. The final appointment of the Depository Bank will be made by the City by a contract award of the City Commission. The successful bidder may be required to execute a new Depository Bid/Depository Services Contract which incorporates all of the requirements of this Depository Bid, accompanying related schedules, and materials as called for in this Depository Bid, and any exceptions, conditions, or qualifications to the specifications included herein as deemed appropriate by the City. In the alternative, this fully executed Depository Bid and accompanying related schedules, attachments, and materials constitute the Depository Services Contract upon acceptance and execution by the City.
- C. Bid Advertisement. This Depository Bid has been duly advertised and is being offered for consideration to financial institutions as permitted by State law.
- D. Designating Officials. The bidder is to provide a list of contact personnel within the financial institution for communication and assistance with the City:

<b><u>DESCRIPTION</u></b>	<b><u>NAME</u></b>	<b><u>PHONE</u></b>	<b><u>EMAIL</u></b>
Relationship Officer	Kevin Simmons	254-559-2222	ksimmons@clearfork.bank
General Information	Connie Wooten		cwooten@clearfork.bank
Investments & Safekeeping	Kevin Simmons		
Accounting/Bookkeeping	Connie Wooten		
Deposit Discrepancies	Connie Wooten		
Controlled Disbursement	Connie Wooten		
Balance Reporting	Connie Wooten		
Account Reconciliation	Connie Wooten		
ACH Processing	Sabrina Gilbreath		
Other Contacts:	Kasey Ragle IT		

- E. Texas Ethics Commission Conflict of Interest Questionnaire. Effective January 1, 2006, House Bill 914, now codified in the Texas Local Government Code, Chapter 176, requires any bidder that wishes to conduct business or to be considered for business with any political subdivision to complete a conflict of interest questionnaire (Form CIQ). (Please indicate if your bank is exempt from this requirement.) This questionnaire may be downloaded from the Texas Ethics Commission's website at:

<https://www.ethics.state.tx.us/forms/CIQ.pdf>

This Depository Bid is being offered by the following person duly authorized to act on behalf of the City of Breckenridge.

**CITY OF BRECKENRIDGE**

Cynthia Northrop, MPA, CPM / City Manager

**XI. DEPOSITORY BID SUBMITTED BY**

This Depository Bid is being submitted to the City of Breckenridge, Texas, by the following person duly authorized to act on behalf of this financial institution. All terms contained herein, including the accompanying Exhibits, Schedules, Attachments, and any other materials, are agreed to by said financial institution.

Clear Fork Bank N.A.

\_\_\_\_\_  
Name of Financial Institution

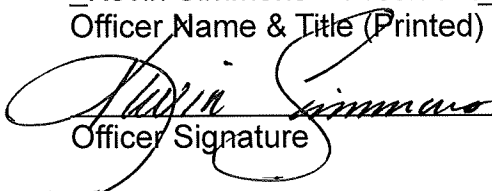
\_101 E Walker \_\_\_\_\_

Breckenridge, TX 76424 \_\_\_\_\_

\_\_\_\_\_  
Address of Financial Institution

\_254-559-2222 \_\_\_\_\_  
Telephone Number

\_Kevin Simmons President \_\_\_\_\_  
Officer Name & Title (Printed)

 \_\_\_\_\_  
Officer Signature

\_6/24/2025 \_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED OR THE PROPOSAL WILL BE REJECTED.**

\* \* \* \* \*



**XII. ACCEPTANCE OF DEPOSITORY BID/DEPOSITORY SERVICES CONTRACT**

**IN WITNESS WHEREOF**, the Mayor of the City of Breckenridge, Texas, as attested to by the City Secretary of the City of Breckenridge, Texas, has executed this Depository Bid/Depository Services Contract under the authority granted to them by the City Commission of the City of Breckenridge, Texas, on the **1st** day of **July, 2025**.

\_\_\_\_\_  
Bob Sims, Mayor  
City of Breckenridge, Texas

\_\_\_\_\_  
Date

ATTEST:

SEAL

\_\_\_\_\_  
Cynthia Northrop, MPA, CPM  
City Manager  
City of Breckenridge, Texas

**EXHIBIT 1**  
**CITY OF BRECKENRIDGE TEXAS**  
**BANK TRANSACTIONS BY ACCOUNT**  
**(Transactions during March 2025)**

**SEE ATTACHED**

<b>ACCOUNT/FUND</b>	<b>TOTAL # DEBTS</b>	<b>TOTAL # CREDITS</b>	<b>ENDING LEDGER BALANCE</b>
Pool Cash	\$2,102,569.43	\$1,268,959.23	\$7,722,762.01
Payroll Fund	\$274,133.79	\$275,021.76	\$34,275.71
Arson Reward	\$0.00	\$0.00	\$509.89
Federal Tax & Loan	\$52,517.42	\$52,517.42	\$81.72
CO22A CWSRF LF1001492	\$0.00	\$80,000.00	\$80,003.02
CO22A CWSRF L1001491	\$0.00	\$0.00	\$1.00
CO22A CWSRF L1001426	\$0.00	\$0.00	\$1.00
CO22B DWSRF LF1001495	\$0.00	\$0.00	\$4.27
CO22B DWSRF L1001493	\$0.00	\$0.00	\$1.00
CO22B DWSRF L1001494	\$0.00	\$0.00	\$1.00
Rescue Boat Donation ACCT	\$0.00	\$0.39	\$1,819.84
<b>TOTAL</b>			<b>\$7,839,460.46</b>

**EXHIBIT 2  
CITY OF BRECKENRIDGE TEXAS**

**INVESTMENT POLICY**

**SEE ATTACHED**

**APPENDIX 1**  
**CITY OF BRECKENRIDGE TEXAS**  
**BANK SERVICE REQUIREMENTS**  
**Estimated Monthly Pro Forma Volumes**  
**(TO BE COMPLETED BY THE FINANCIAL INSTITUTION)**

*Appendix 1 – Page 1 of 2*

SERVICE DESCRIPTION	ACTIVITY	UNIT PRICE	TOTAL CHARGE
<b>Account Services</b>	No Charge - NC		
FDIC Assessment	NC		
Account Maintenance	NC		
<b>Banking Center Services</b>	NC		
Branch Credits Posted	NC		
Branch Order Currency Strap	NC		
Branch Order Processed	NC		
Branch Order Coin Roll	NC		
<b>Depository Services</b>	NC		
Credits Posted	NC		
Dep Checks On US	NC		
Dep Checks Local City	NC		
Dep Checks Local RCPC	NC		
Dep Checks IN District City	NC		
Dep Checks IN District RCPC	NC		
Dep Checks National Frb Other	NC		
Dep Checks Encoding	NC		
Dep Return Items Returned	NC		
Dep Slips – Pool Cash	NC		
<b>Disbursement Services</b>	NC		
Checks/Debits Posted	NC		
Stop Payment	NC		
Commercial Check Cashing	NC		
Stop Payment Automatic Renewal	NC		
<b>Reconciliation Services</b>	NC		
Image Capture Per Item	NC		
CD ROM Media	NC		
CD ROM Maintenance	NC		
<b>Automated Clearing House</b>	NC		
ACH Internet – Maintenance	NC		
ACH Internet – Debit Originated	NC		
ACH Internet – Debit Originated	NC		
ACH Internet – Credit Originated	NC		
ACH Internet – Credit Originated	NC		
ACH Addenda Records	NC		

ACH Return	NC		
ACH Return Fax Notification	NC		
<i>Continued</i>			
<i>Appendix 1 – Page 2 of 2</i>			
SERVICE DESCRIPTION	ACTIVITY	UNIT PRICE	TOTAL CHARGE
ACH Notification of Change	NC		
<b>Balance Reporting</b>	NC		
Client Maint	NC		
Previous Day Items	NC		
<b>Wire Transfer</b>	NC		
Wire – Incoming	NC		
Wire – Outgoing	NC		
Wire Advice – Mail	NC		
<b>Total Service Fees</b>	NC		

Earnings Credit Rate on available account balances for December 2024: \_\_\_\_\_%.

**Rate Basis:**

Clear Fork Bank will pay the City of Breckenridge the 2-year Treasury Bill rate minus -200 basis points on demand accounts on deposit. Adjusted monthly.

If COB elects to use ICS for Public Funds to secure FDIC insurance coverage on deposits the bid index will be the 2-year Treasury Bill rate minus -150 basis points. Adjusted monthly.

**Sample:**

(current 2 year TB rate 4.015%)

COB rate on deposit funds with bond pledging 2.015%

COB rate on deposit funds with IntraFi to secure FDIC coverage 2.515%

**APPENDIX 2  
CITY OF BRECKENRIDGE TEXAS  
OTHER BANK SERVICES**

<u>DESCRIPTION</u>	<u>BANK SUPPLIES</u>	<u>ADD'L UNITS PRICE EACH</u>
Deposit Bags: Medium Locking	3	<i>NC</i>
Deposit Bags: Large Locking	3	<i>NC</i>
Tamper Proof Deposit Bags	10	<i>NC</i>
Self-inking Endorsement Stamps	6	<i>Mkt. Price</i>
Two-part Carbonless Deposit Tickets		
Three-part Computer Checks		

The City is considering using positive pay, ACH debit block, and complete reconciliation services to prevent check fraud. The positive pay preference is for a system that allows for a three-way match (check number, payee, and check amount). As **Attachment G**, please confirm the capability of your bank to provide this service, the options available, and the pricing.

The City is using check imaging with CD ROM options to reduce bank service cost. As **Attachment H**, please confirm the capability of your bank to provide this service, the options available, and the pricing.

The City is considering using a Controlled Disbursement account for vendor payments. As **Attachment I**, please confirm the capability of your bank to provide this service, the name and location of the disbursement bank which will be handling the City's checks, the options available, and the pricing.

As **Attachment J**, please provide the pricing for any one-time setup fee and software fee for bank services the City is currently using, or considering using, as included in Appendices 1 and 2.

To maximize cash management control and investment opportunities, the City requires Balance Reporting for daily access of its bank accounts to obtain balance information. This would be accomplished by an Internet-based online reporting system which will provide the daily ending ledger and collected balances from the prior day for all accounts, a detail of the prior day's debits and credits, one day float amount, two day float amount, total credits, total debits, and detail debits and credits, current day disbursements, including check numbers (if available), and current day incoming or outgoing, wires, and current day ACH. As **Attachment K**, please confirm the capability of your bank to provide this service, the options available, and the pricing.

The City is considering using a direct debit payment system for utilities charges. As **Attachment L**, please confirm the capability of your bank to provide this service, the options available, and the pricing.

As **Attachment M**, please provide bank benefits that would be available to City employees, i.e., free checking, discounted loans, travelers' checks, etc.

The City is using Direct Deposit of Payroll for its employees. As **Attachment N**, please confirm the capability of your bank to provide this service, the options available, and the pricing.

The City will consider Other Bank Services which may benefit the City including Remote Capture for Electronic Check Deposits. As **Attachment O**, please list and discuss additional services available and the pricing of each.

**APPENDIX 4  
CITY OF BRECKENRIDGE TEXAS**

**CERTIFICATES OF DEPOSIT  
\$100,000 OR MORE**

<b>DAYS</b>	<b>RATE BASIS</b>	<b>(+ OR -) BASIS POINTS</b>	<b>MARKET RATE</b>
0 - 6			
7 - 30			1.25
31 - 60			1.50
61 - 90			3.00
91 - 120			3.00
121 - 150			3.50
151 - 180			3.90
181 - 365			3.00

CD Rates provided are as of 6/23/25 and subject to change.

**Minimum and Maximum Maturity Lengths and Dollar Amounts.**

- I. The minimum maturity length the Bank is willing to accept is  
\_\_\_\_\_30days\_\_\_\_\_.
- II. The maximum maturity length the Bank is willing to accept is \_\_\_\_\_  
\_730 Days\_\_\_\_\_.
- III. The minimum amount of investments the Bank is willing to accept is  
\_\$5,000.00\_\_\_\_\_ dollars.
- IV. The maximum amount of investments the Bank is willing to accept is\_\_\_\_\_  
\_Collected City Funds on Deposit\_\_\_\_\_ dollars.

**APPENDIX 5**  
**CITY OF BRECKENRIDGE TEXAS**  
**CHECKLIST FOR BIDDER'S USE**

- ☒ DEPOSITORY BID (signed)
- ☒ A. ACCOUNT ANALYSIS STATEMENT (sample)
- ☒ B. SCHEDULE OF BANK AVAILABILITY
- ☐ C. HISTORICAL LIST OF INTEREST RATES (all account types)
- ☐ D. DEPOSITORY PLEDGE AGREEMENT (sample)
- ☐ E. SAFEKEEPING AGREEMENT (sample)
- ☐ F. AUDITED FINANCIAL STATEMENT (most recently completed fiscal year)  
*\* Available upon request.*
- ☒ G. POSITIVE PAY, RECONCILIATION SERVICE and ACH DEBIT BLOCKING  
 (Provide capability and pricing) *No Charge*
- ☒ H. CHECK IMAGING (provide capability, sample, and pricing)
- ☐ I. CONTROLLED DISBURSEMENT (provide capability and pricing)
- ☐ *N/C* J. SET-UP FEE and SOFTWARE FEE (pricing, include software requirements)
- ☒ K. BALANCE REPORTING (provide capability, sample and pricing)
- ☒ L. DIRECT DEPOSIT (provide capability and pricing)
- ☐ M. EMPLOYEE BENEFITS (if available)
- ☒ N. DIRECT DEPOSIT OF PAYROLL (provide capability and pricing)
- ☐ O. OTHER BANK SERVICES AVAILABLE (provide capability and pricing)



**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.***Clear Fork Bank N.A.***2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)**3 Name of local government officer about whom the information is being disclosed.***Kevin Simmons - Buckenridge Office President*  
Name of Officer**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.***N/A***A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?**☐ Yes☒ No**B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?**☐ Yes☒ No**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.***None***6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**7** *Kevin Simmons*  
Name of signatory*Kevin Simmons*  
Signature*6/23/25*  
Date



**IntraFi.** | ICS\* & CDARS\*

## Cash management today for government finance officers.

### **Safety. Return. Freedom. Now you can access it all for your organization!**

Through the ICS and CDARS services, government depositors, like you, can make millions eligible for FDIC insurance while earning returns that may compare favorably with other government backed options. You also save time, receiving detailed reporting that keeps you confidently in control. Funds can be placed into demand deposit accounts, money market deposit accounts, CDs, or any combination that fits your organization's cash management needs.

**Enjoy peace of mind.** With the ICS and CDARS services, you can access millions of dollars in FDIC insurance – all through a single bank relationship with us, a bank you already know and trust.

**Earn a return.** Earn interest at a rate set by us. Funds placed through the ICS and CDARS services may earn returns that compare favorably to Treasuries and government money market mutual funds and avoid the risks associated with prime money market mutual funds.

**Simplify and save time.** By providing access to FDIC insurance, the ICS and CDARS services can help your organization comply with investment policy mandates and avoid the hassles associated with ongoing collateral-tracking or having to footnote uninsured deposits in financial statements.

**Gain transparency.** Reporting shows balances, transactions, interest, and other important details associated with your accounts. Those using ICS also enjoy 24/7 access to information online.

**Manage liquidity.** Enjoy access to funds placed through ICS into demand deposit accounts and money market deposit accounts. With CD placements through CDARS, select from multiple term options to meet your liquidity needs.

**Support the community.** Feel good knowing that the full amount of your funds can stay local to support lending opportunities that build a stronger community.<sup>1</sup>



### **How do ICS and CDARS work?**

We, like other institutions that offer ICS and CDARS, are members of a special network. When we place your deposit through ICS and CDARS, that deposit is divided into amounts under the standard FDIC insurance maximum of \$250,000. The amounts are then placed into deposit accounts or CDs at multiple, FDIC-insured banks. As a result, you can access FDIC coverage from many institutions while working directly just with us. Receive one statement from our bank for each product you use and, as always, know that your confidential information is protected.

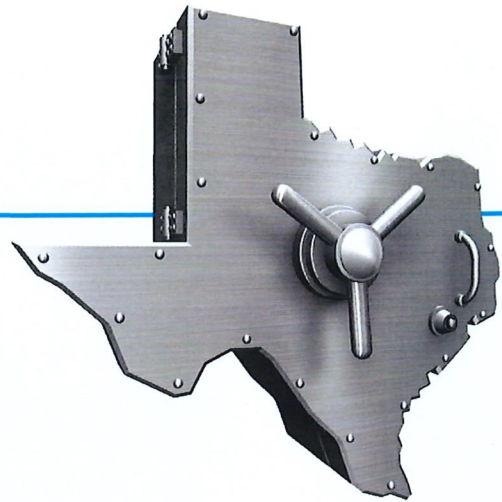
[1] When deposited funds are exchanged on a dollar-for-dollar basis with other institutions that use ICS, our bank can use the full amount of a deposit placed through ICS for local lending, satisfying some depositors' local investment goals or mandates. Alternatively, with a depositor's consent, our bank may choose to receive fee income instead of deposits from other participating institutions. Under these circumstances, deposited funds would not be available for local lending.

Deposit placement through CDARS or ICS is subject to the terms, conditions, and disclosures in applicable agreements. Although deposits are placed in increments that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA") at any one destination bank, a depositor's balances at the institution that places deposits may exceed the SMDIA (e.g., before settlement for deposits or after settlement for withdrawals) or be uninsured (if the placing institution is not an insured bank). The depositor must make any necessary arrangements to protect such balances consistent with applicable law and must determine whether placement through CDARS or ICS satisfies any restrictions on its deposits. A list identifying IntraFi network banks appears at <https://www.intrafi.com/network-banks>. The depositor may exclude banks from eligibility to receive its funds. IntraFi and ICS are registered service marks, and the IntraFi hexagon and IntraFi logo are service marks, of IntraFi Network LLC.



# ICS for Public Funds

## In the State of Texas



**Texas Statutes**  
**Title 10. General Government**  
**Subtitle F. State and Local Contracts and Fund Management**  
**Chapter 2256. Public Funds Investment**  
**Sec. 2256.002. Definitions**

In this chapter:

\* \* \*

**(7)** "Local government" means a **municipality, a county, a school district**, a district or authority created under Section 52(b)(1) or (2), Article III, or Section 59, Article XVI, Texas Constitution, a **fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, and any nonprofit corporation acting on behalf of any of those entities.**

**Sec. 2256.009. Authorized Investments: Obligations of, or Guaranteed by Governmental Entities.**

- (a) Except as provided by Subsection (b), the following are authorized investments under this subchapter:

\* \* \*

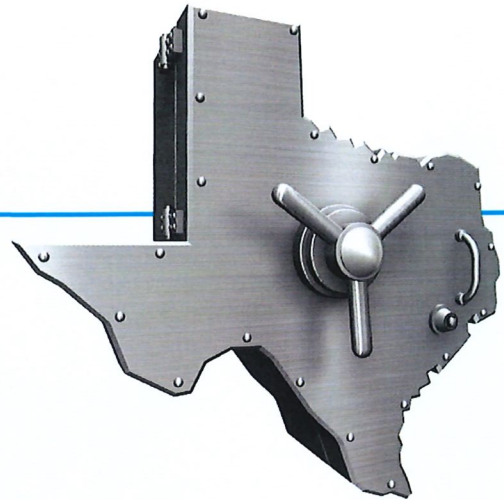
(4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

See Texas Attorney General, Opinion No. GA-08324 (Jan. 12, 2011)(noting that "We have found nothing in statutory or case law that would indicate that a demand account cannot be properly deemed an 'other obligation' under section 2256.009 of the Government Code.")



# CDARS for Public Funds

## In the State of Texas



**Texas Statutes**  
**Title 10. General Government**  
**Subtitle F. State and Local Contracts and Fund Management**  
**Chapter 2256. Public Funds Investment**  
**Sec. 2256.002. Definitions**

In this chapter:

\* \* \*

**(7)** "Local government" means a **municipality, a county, a school district**, a district or authority created under Section 52(b)(1) or (2), Article III, or Section 59, Article XVI, Texas Constitution, a **fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, and any nonprofit corporation acting on behalf of any of those entities.**

**Sec. 2256.010. Authorized Investments: Certificates of Deposit and Share Certificates**

\* \* \*

(b) In addition to the authority to invest funds in certificates of deposit under Subsection (a), an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under this subchapter:

(1) the funds are invested by an investing entity through:

- a. (A) a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by Section 2256.025; or
- b. (B) depository institution that has its main office or a branch office in this state and that is selected by the investing entity;

(2) the broker or depository institution selected by the investing entity under Subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;

(3) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and

(4) the investing entity appoints the depository institution selected by the investing entity under Subdivision (1), an entity described by Section 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity





## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

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

**Department:** Administration

**Staff Contact:** Cynthia

**Title:** City Manager

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### BACKGROUND INFORMATION:

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about June 26, 2025 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, an average residential customer would see a bill increase of about \$7.90 per month.

The proposed resolution suspends the July 31, 2025 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.**

The City of Breckenridge is a member of a 170-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since May 2022.

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

Consider approval of Resolution 2025-19 as presented.

## RESOLUTION NO. 2025-19

**RESOLUTION OF THE CITY OF BRECKENRIDGE  
SUSPENDING THE JULY 31, 2025 EFFECTIVE DATE OF  
ONCOR ELECTRIC DELIVERY COMPANY'S  
REQUESTED RATE CHANGE TO PERMIT THE CITY  
TIME TO STUDY THE REQUEST AND TO ESTABLISH  
REASONABLE RATES; APPROVING COOPERATION  
WITH THE STEERING COMMITTEE OF CITIES SERVED  
BY ONCOR TO HIRE LEGAL AND CONSULTING  
SERVICES AND TO NEGOTIATE WITH THE COMPANY  
AND DIRECT ANY NECESSARY LITIGATION AND  
APPEALS; FINDING THAT THE MEETING AT WHICH  
THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC  
AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS  
RESOLUTION TO THE COMPANY AND LEGAL  
COUNSEL FOR THE STEERING COMMITTEE**

WHEREAS, on or about June 26, 2025, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Breckenridge a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective July 31, 2025; and

WHEREAS, the City of Breckenridge is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 170 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

1. That the July 31, 2025 effective date of the rate request submitted by Oncor on or about June 26, 2025, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.



2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

3. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

5. A copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this the 1<sup>st</sup> day of July, 2025.

---

Bob Sims, Mayor, City of Breckenridge

ATTEST:

---

Jessica Sutter, City Secretary \_





## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Presentation of the FY 2024-2025 Preliminary Budget.

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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**BACKGROUND INFORMATION:**

Presentation of preliminary budget based on preliminary tax values from the Stephens County Appraisal District

**FINANCIAL IMPACT:**

NA

**STAFF RECOMMENDATION:**

No action needed – feedback only