



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

**May 02, 2023 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 May 02, 2023 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

**CALL TO ORDER**

**INVOCATION** led by Sam Chambers of First Methodist Church

**PLEDGE OF ALLEGIANCE**

**American Flag**

**OPEN FORUM**

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

**SPECIAL PRESENTATIONS AND ANNOUNCEMENTS**

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

1. Presentation by Stephens County Judge Michael Roach.

**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**

2. City Business

3. Upcoming Events

April 30-May 6      Municipal Clerks Week

May 4                International Firefighters Day

May 5-6	Frontier Days
May 5-7	Stephens County Arena Ranch Rodeo
May 6	Stephens County Airport fly-in and Car show
May 6	Election Day
May 8-9	Shattered Dreams Program
May 16	Battle of the Badges Blood Drive
May 16	Special Meeting-Final Canvass of Election
May 18	Bulk Pickup
May 14-20	National Police Week
May 20	Rodney Hartfield Benefit Cornhole Tournament
May 21-27	National Public Works Week

#### **Police Chief**

4. Shattered Dreams-Noah Gray

#### **CONSENT AGENDA**

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

- [5.](#) Consider approval of the April 11, 2023 Regular Commission Meeting minutes as recorded.
- [6.](#) Consider approval of the FY 2023-2024 Annual Audit Engagement Letter with George, Morgan & Sneed, P.C.
- [7.](#) Discussion and any necessary action regarding approving the second reading of the resolution authorizing Breckenridge Economic Development Corporation's amended project/lease with RGN.

#### **PUBLIC HEARING ITEMS**

- [8.](#) Public Hearing regarding Breckenridge Economic Development Corporation recommendation for Façade grants

#### **ACTION ITEMS**

- [9.](#) Discussion and any necessary action regarding Breckenridge Economic Development Corporation recommendation for Façade grants

- [10.](#) Discussion and any necessary action regarding an Interlocal with Stephens County for Street Maintenance
- [11.](#) Discussion and any necessary action regarding an Agreement between Stephens County, Breckenridge Economic Development Corporation, and the City of Breckenridge to partner on the demolition of Substandard Structures
- [12.](#) Discussion and any necessary action regarding Change Order #3 to the AMI Meter Replacement project.
- [13.](#) Discussion and any necessary action on award of FM 3099 Utility Relocation Project
- [14.](#) Discussion and any necessary action regarding Ordinance No. 23-09, an ordinance of the City of Breckenridge, Texas, amending Appendix A, "Fee Schedule", "Sewer Service Charges" of the Breckenridge Code of Ordinances to increase the base monthly rate; Providing Repealer and Severability Clauses; and Providing and Effective Date. (First Reading)
- [15.](#) Discussion and any necessary action regarding Ordinance 23-08 amending FY 2022-2023 official budget adopted by Ordinance 22-14

#### **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.)*

16. Discussion regarding street plan and a preview of upcoming budget and debt.

#### **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 **5:30 PM** on the **28th day of APRIL 2023**.

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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.***





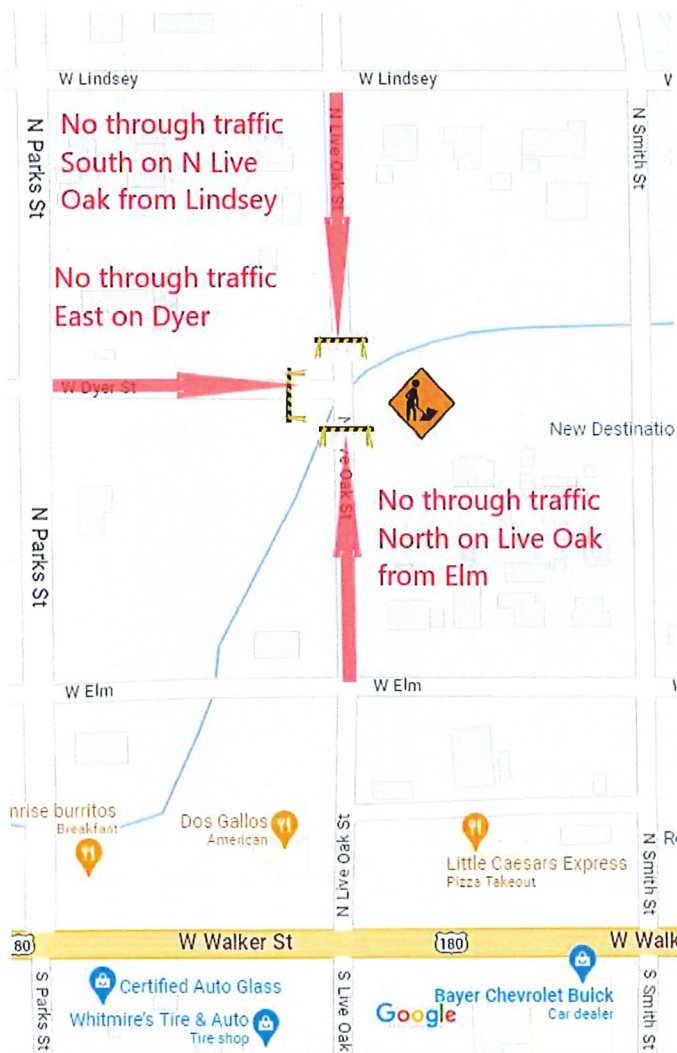
## City of Breckenridge

Texas Department of Transportation, in partnership with Federal Highway Administration and Stephens County will be replacing two off-system bridges:

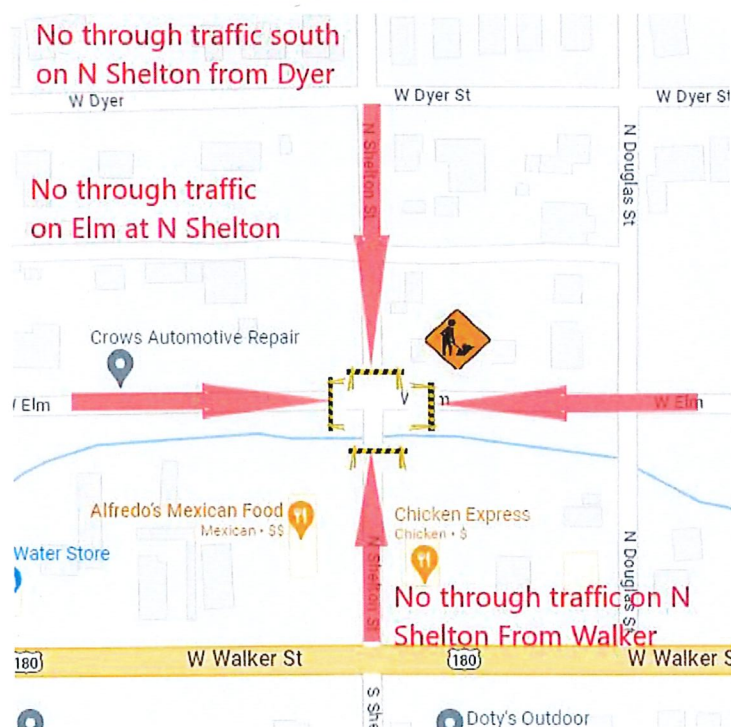
1. Bridge on N. Live Oak at Gonzales Draw (Dyer and N. Live Oak).
2. Bridge on N. Shelton at Gonzales Draw (Elm and Shelton).

Construction is scheduled to start as early as May 15, 2023, and is estimated to be completed within seven months. Both areas will be closed to traffic. Please find alternate routes. (See maps below).

### N. Live Oak Road Closure



### N. Shelton Road Closure





# City Of Breckenridge

## DEPARTMENTAL REPORTS

**MARCH 2023**

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

# Finance

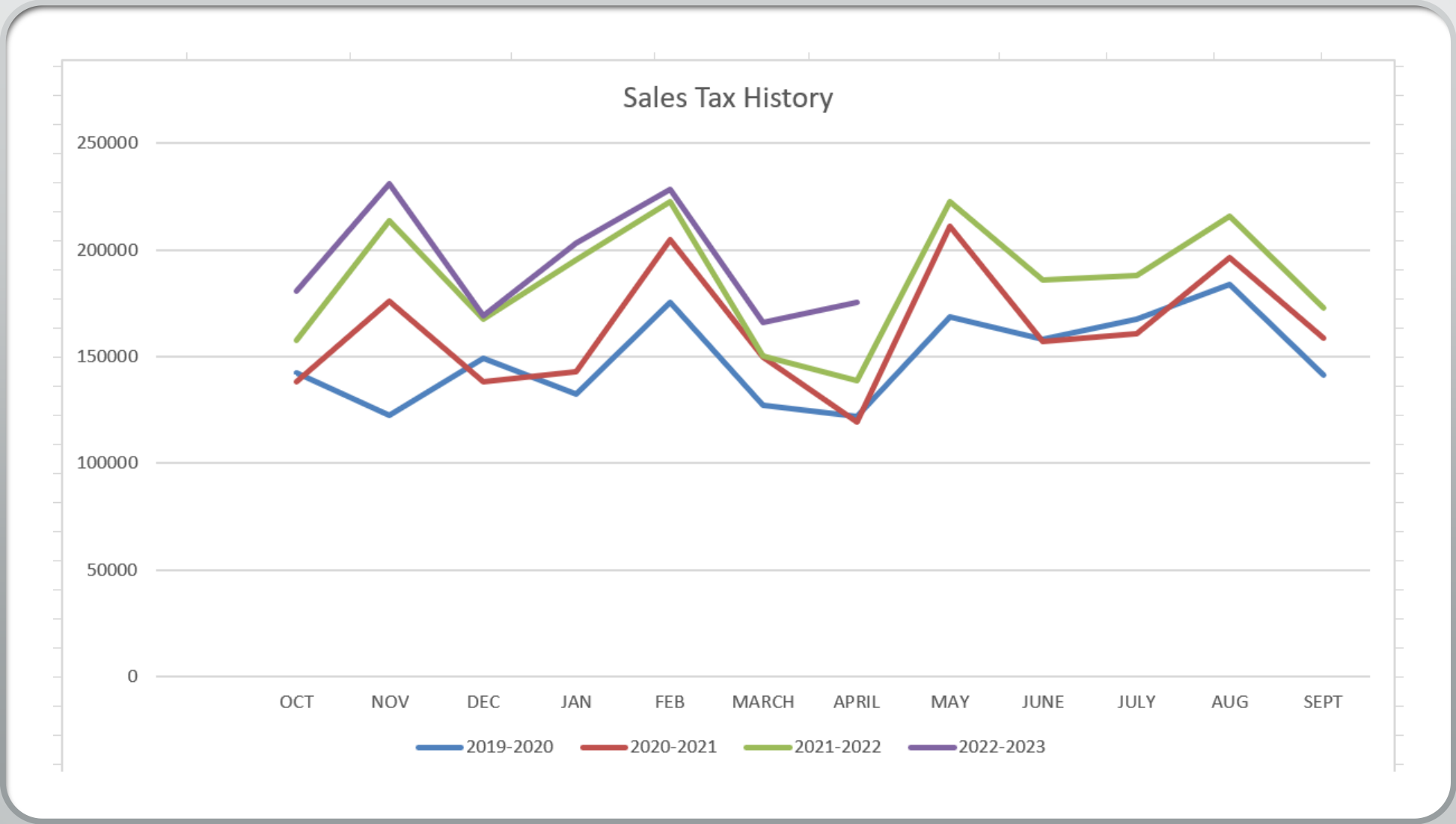
## Bank Statement Balances

	ACCOUNT NAME	BALANCES AS OF MARCH 2022	BALANCES AS OF MARCH 2023
1001	GENERAL FUND	\$1,302,905.85	\$ 1,964,694.37
1013	ARSON FUND	\$509.40	\$ 509.89
1014	FEDERAL TAX & LOAN	\$77.44	\$ 80.58
2000	PAYING	\$324,160.41	\$ 2,506.17
1001	WATER FUND	\$798,068.53	\$ 1,483,443.94
1001	WASTEWATER FUND	\$312,499.82	\$ 685,300.14
1001	SANITATION	\$60,717.33	\$ 43,652.68
1001	FIRE DEPT. SPECIAL	\$12,531.96	\$ 10,460.33
1001	FORFEITED PROPERTY	\$1,249.43	\$ 1,475.60
1002	PAYROLL FUND	\$2,827.67	\$ 41,381.04
1001	EQUIP. REPLACEMENT FUND	\$64,547.79	\$ 287,583.96
1001	STREET MAINTENANCE	\$655,354.26	\$ 819,873.23
1001	BRECKENRIDGE PARK FUND	\$8,888.36	\$ 9,233.35
1001	POLICE DEPT. SPECIAL	\$10,120.47	\$ 13,593.56
1001	Excess Sales Tax Revenue	\$17,564.15	\$ 17,606.41
1001	Breck Trade Days	\$39,145.90	\$ 39,366.21
1051	CO 2017 A&B Sinking /Rd	\$440,089.79	\$ 467,866.21
1001	Capital Improvement Project	\$676,484.13	\$ 493,248.28
1058	GENERAL DEBT SERVICE FUND	\$1,176,307.80	\$ 1,255,771.84
1025	Rescue Boat Donation	\$1,805.98	\$ 1,810.76
1073	CWSRF LF1001492	\$0.00	\$ 8,291.29
1056	CWSRF CO 2022A L1001491	\$0.00	\$ 1.00
1072	CWSRF CO 2022A L1001426	\$0.00	\$ 1.00
1071	DWSRF LF1001495	\$0.00	\$ 1.00
1070	DWSRF CO 2022B L1001493	\$0.00	\$ 1.00
1057	DWSRF CO 2022B L1001494	\$0.00	\$ 1.00
	<b>TOTAL - ALL FUNDS</b>	<b>\$5,905,856.47</b>	<b>\$ 7,647,754.84</b>

# Fiscal Year Sales Tax Revenue Received

MONTH RECEIVED	2019-2020	2020-2021	2021-2022	2022-2023
<b>OCT</b>	142,235	138,040	157,493	180,530
<b>NOV</b>	122,415	176,091	213,510	230,739
<b>DEC</b>	149,000	138,215	167,667	169,037
<b>JAN</b>	132,144	142,770	195,423	203,137
<b>FEB</b>	175,232	204,822	222,525	228,165
<b>MARCH</b>	127,285	149,849	150,395	166,133
<b>APRIL</b>	121,607	119,118	138,407	175,456
<b>MAY</b>	168,693	210,823	222,804	
<b>JUNE</b>	158,145	157,037	185,695	
<b>JULY</b>	167,474	160,631	187,757	
<b>AUG</b>	183,855	196,582	215,658	
<b>SEPT</b>	141,151	158,558	172,552	
<b>TOTAL</b>	1,789,236	1,952,536	2,229,886	1,353,197





# BUILDING & DEVELOPMENT

Item 2.

	MARCH 2023	FY 2022-2023
<b>Permits Issued:</b>		
<b>Building</b>	7	26
<b>Roof</b>	2	15
<b>Fence, windows, siding, etc.</b>	2	7
<b>Sign</b>	0	8
<b>Mobile home</b>	1	5
<b>Certificate of Occupancy</b>	0	4
<b>Electrical</b>	6	29
<b>Plumbing</b>	5	19
<b>Gas line</b>	5	24
<b>Irrigation</b>	0	0
<b>HVAC</b>	5	12
<b>Moving</b>	0	0
<b>Demolition</b>	0	0
<b>Zone change</b>	0	0
<b>Variance</b>	0	0
<b>Prelim/final plat</b>	0	0
<b>Solicitor/vendor</b>	0	2
<b>Beer license</b>	3	6
<b>Gaming machine license</b>	1	6
<b>Food Mobile Unit</b>	0	3
<b>Fire alarm</b>	0	0
<b>Fire sprinkler</b>	0	0

# CODE ENFORCEMENT

## New violations cases opened – 31

Rubbish – 1108 W. 6<sup>th</sup>

Rubbish – 1119 W. Elm

Rubbish – 510 S. O'Conner

Rubbish – 1308 W. 6<sup>th</sup>

Rubbish – 307 W. 2<sup>nd</sup>

Rubbish – 111 W. 2<sup>nd</sup>

Rubbish – 1210 W. Dyer

Substandard structure – 304 W. Lindsey

Substandard structure – 601 N. Harvey

Substandard structure – 1305 W. 1<sup>st</sup>

Substandard structure – 1303 W. 1<sup>st</sup>

Substandard structure – 110 W. 3<sup>rd</sup>

Substandard structure – 108 W. 4<sup>th</sup>

Substandard structure – 305 W. 2<sup>nd</sup>

Substandard structure – 109 W. 7<sup>th</sup>

Substandard structure – 306 W. 4<sup>th</sup>

Substandard structure – 1109 N.

Breckenridge Ave.

Substandard structure – 1409 E. Williams

Substandard structure – 321 W. Elm

Substandard structure – 316 W. Elm

Substandard structure – 105 N. Dairy

Substandard structure – 919 N.

Breckenridge Ave.

Substandard structure – 901 N.

Breckenridge Ave.

Substandard structure – 205 W. 3<sup>rd</sup>

Substandard structure – 201 W. 3<sup>rd</sup>

Junk vehicle – 300 W. Lindsey

Parking issues (RV) – 409 Ridge Rd.

No construction permit – 1308 W. 6<sup>th</sup>

No construction permit – 402 W. Elm

No water utility – 1308 W. 6<sup>th</sup>

Discharging sewer on ground – 1308 W. 6<sup>th</sup>

# CODE ENFORCEMENT

## Violations closed due to compliance – 5

Sunset lots – mowed

911 W. Lindsey – junk vehicle was moved

1119 W. Elm – property was cleaned up

409 Ridge Rd. – RV was moved

N. Front lots – brush cleaned up and removed

## Cases sent to Municipal Court – 5

1308 W. 6<sup>th</sup> – rubbish, no construction permit, no water utility, discharging sewer on ground

510 S. O’Conner – rubbish

111 W. 2<sup>nd</sup> – rubbish

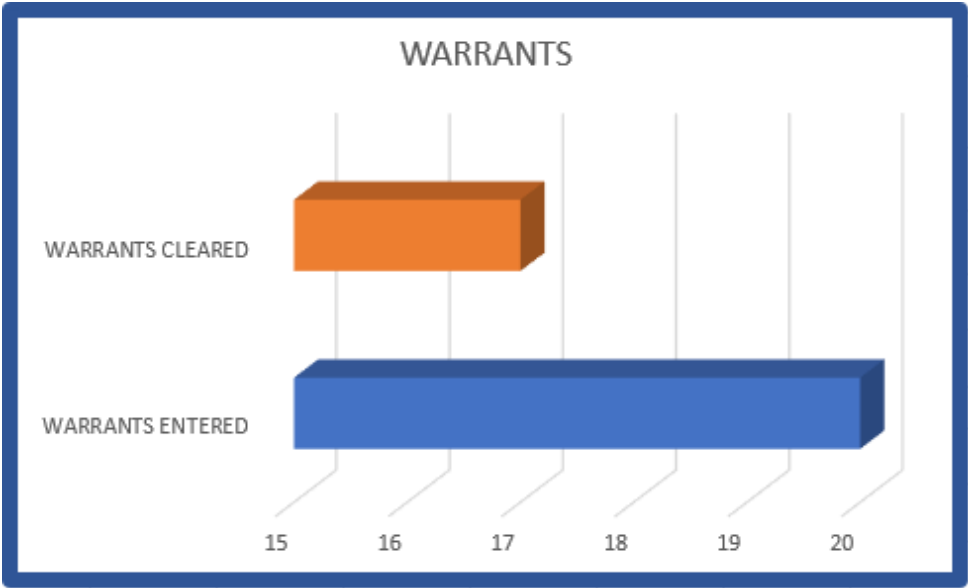
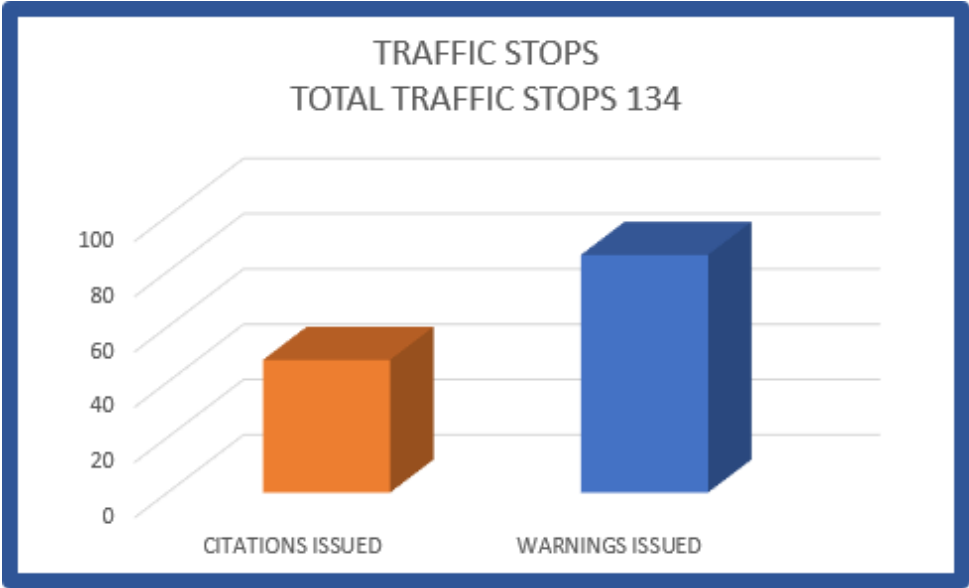
307 W. 2<sup>nd</sup> – rubbish

1108 W. 6<sup>th</sup> – rubbish

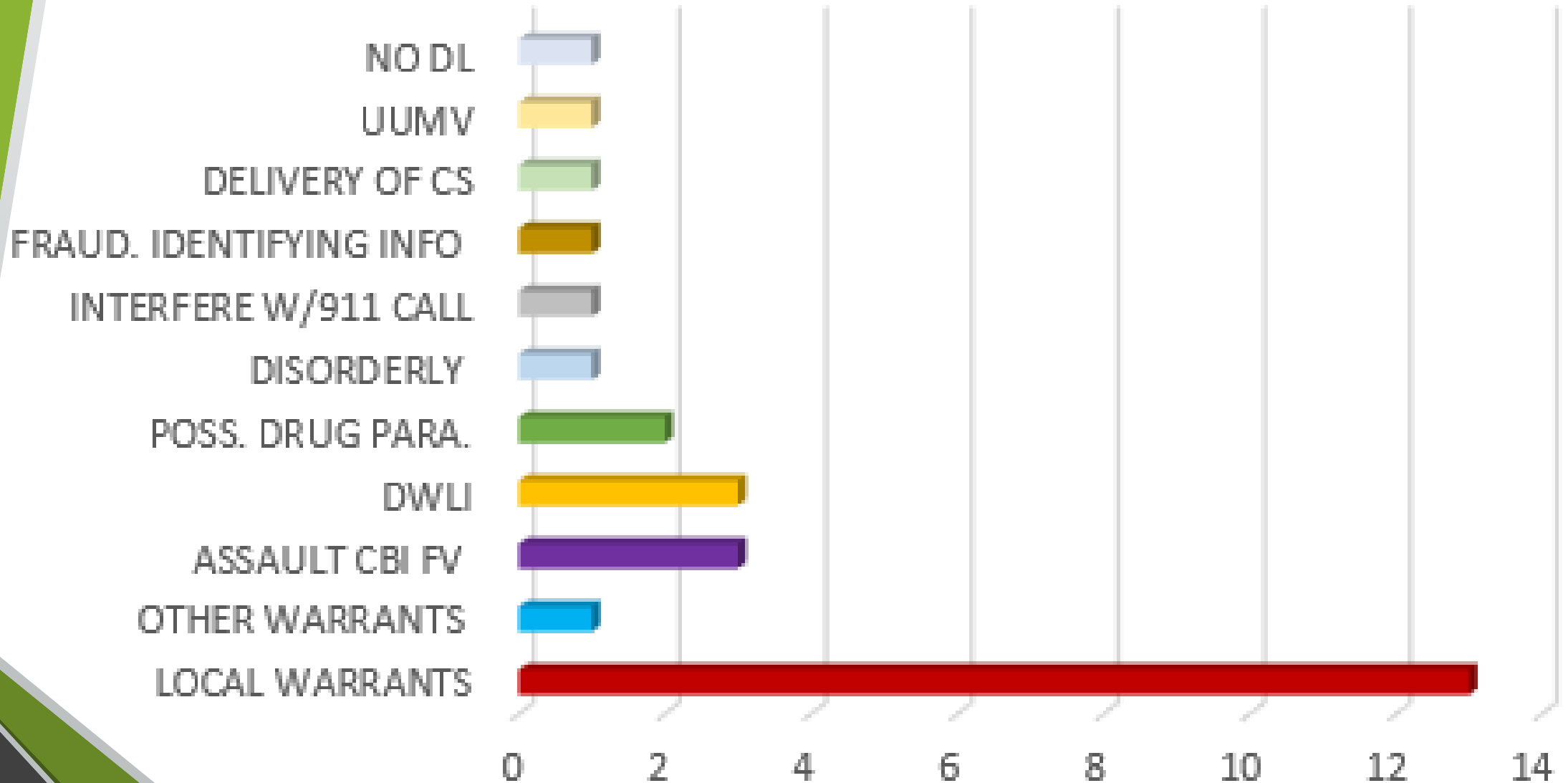
Estimated labor hours spent on code enforcement for the month – 80







## ARRESTS TOTAL:28



# ANIMAL CONTROL

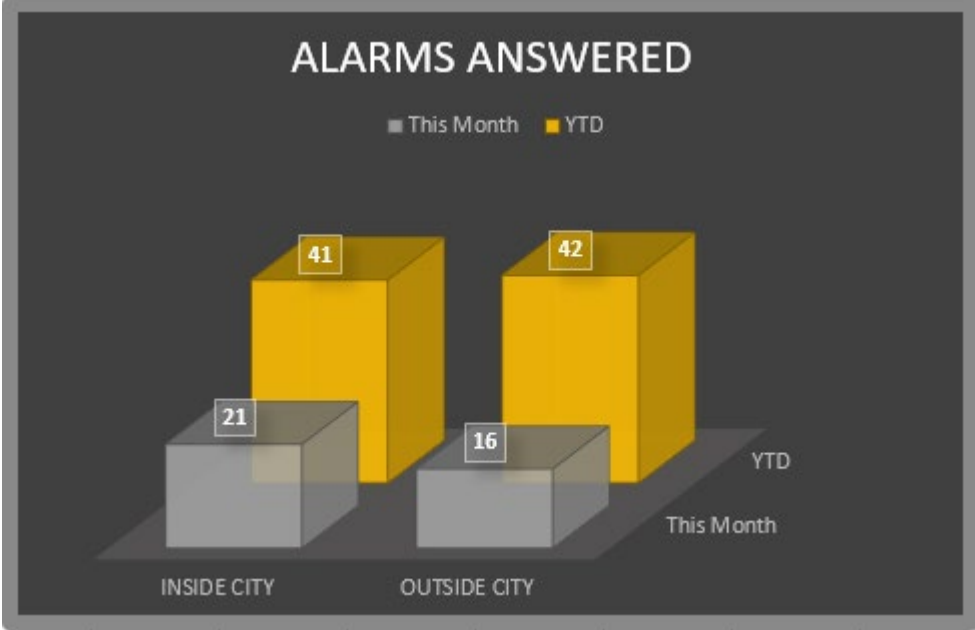
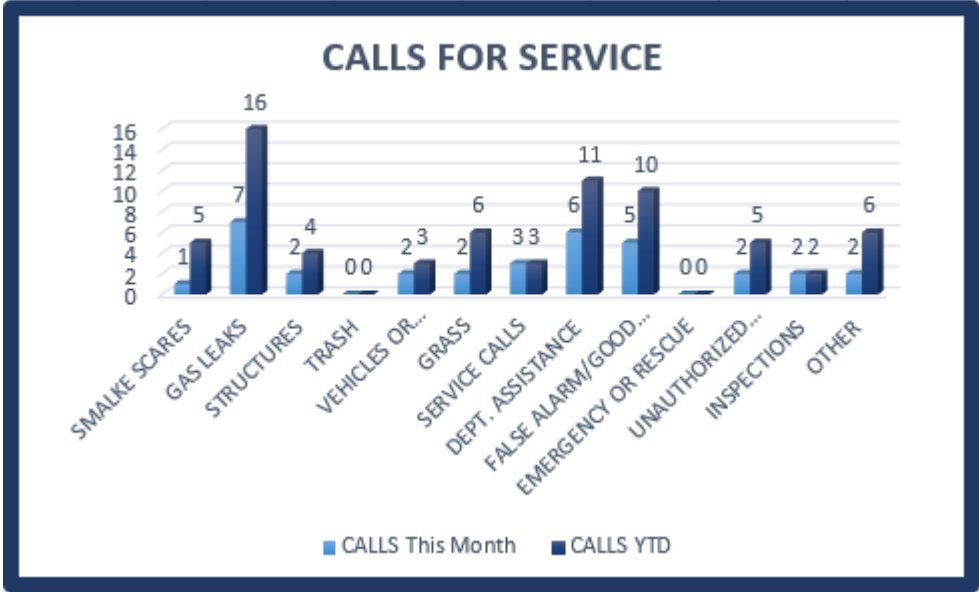
## TOTAL CALLS FOR SERVICE

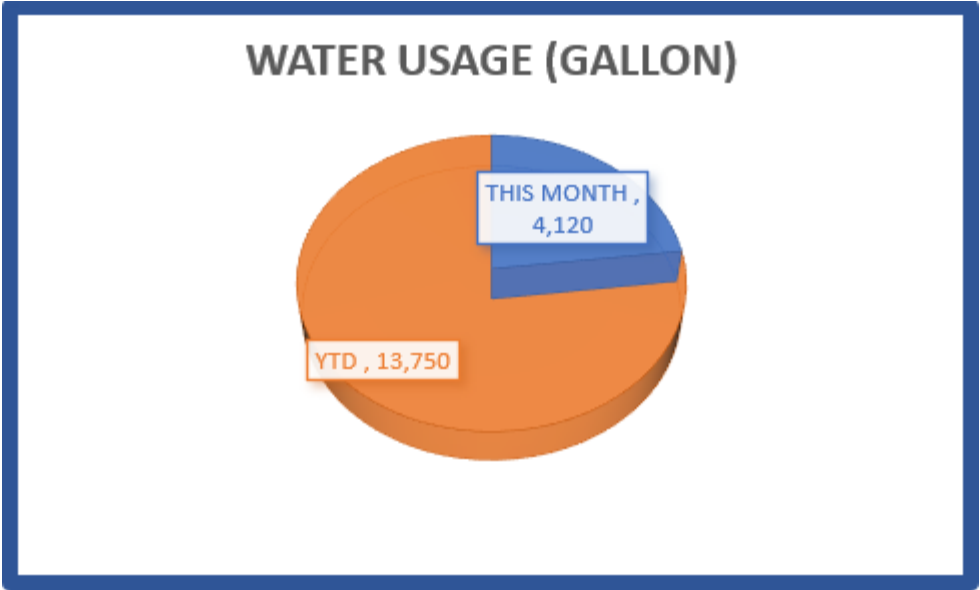
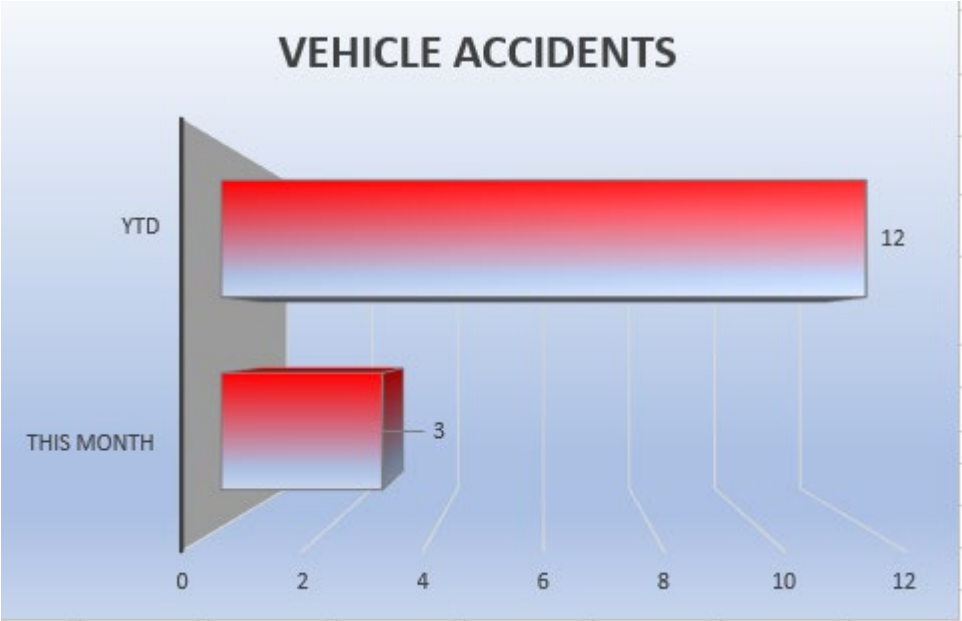
### 111

Adopted Out Animals	3
Aggressive Animal	3
Animal Bite	3
Animal Carcass	5
Animal Nuisance	4
Animal Welfare Check	12
Injured / Sick Animals	3
Loose Animal Calls	39
Owner Surrender	7
Picked Up Animals	9
Reclaimed By Owner	8
Seized Animals (Court Ordered)	18
Transferred To Different Facility	4
Euthanized Totals :	Dogs – 14      Cats – 1







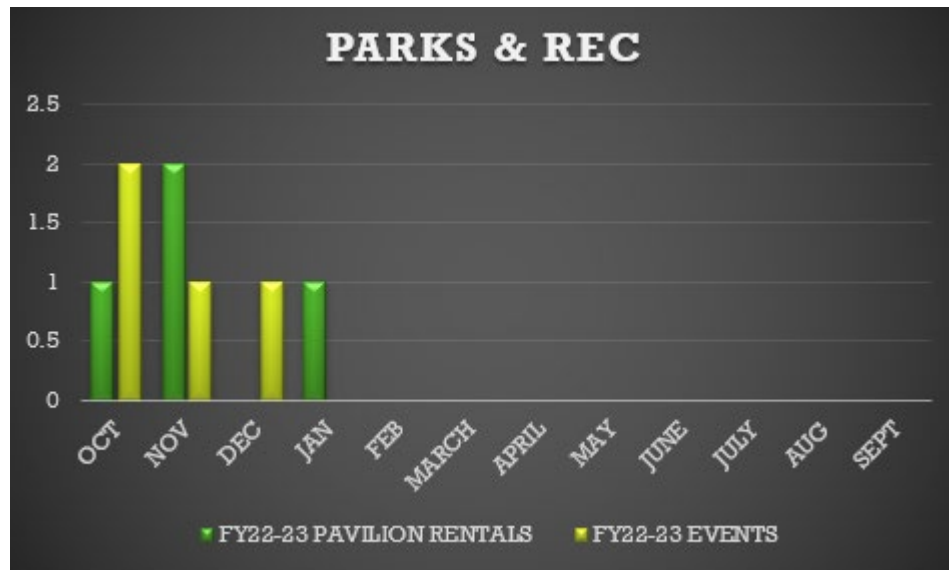




# PARKS & CEMETERY







## ACTIVITY

Continue Maintenance in all parks

Mowing and weed eating all parks

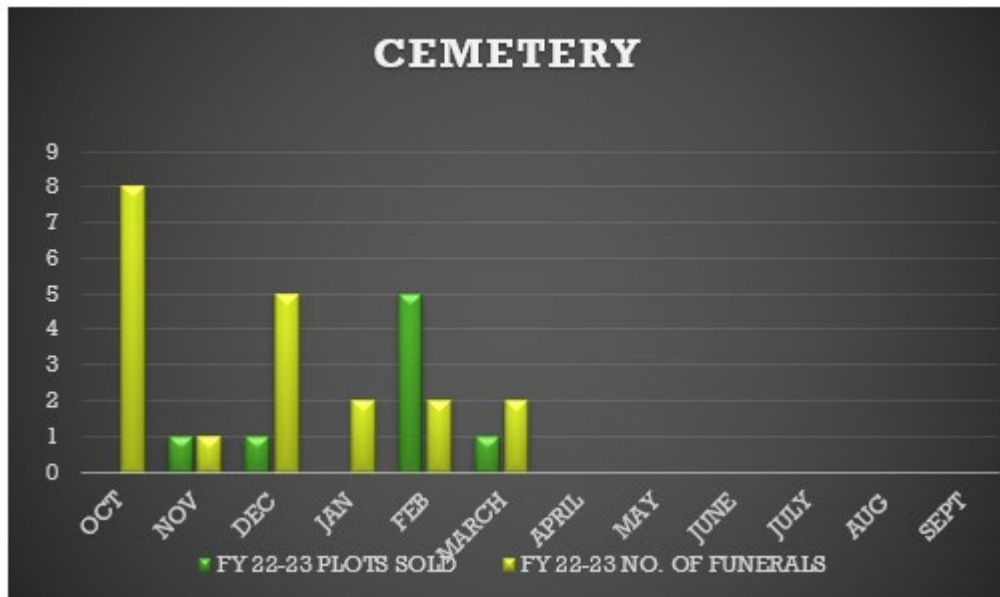
Changed downtown Banners for Frontier Days

Working with Chamber of Commerce in preparation of Frontier Days

Gardeners are enjoying community garden

Looking for pool managers and lifeguards

Contractor still cutting Cane in the creek



## ACTIVITY

Marked graves for headstones

Finished annual cleanup of old flowers

Mowing and weed eating

Assisted Park crew with hanging downtown banners for Frontier Days



**BRECKENRIDGE CITY COMMISSION  
AGENDA SUMMARY FORM**

**Subject:** Consider approval of the April 11, 2023 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 April 11, 2023.

**FINANCIAL IMPACT:**

If applicable, enter financial impact.

**STAFF RECOMMENDATION:**

Move to approve.

April 11, 2023

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

**PRESENT**

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

BOB SIMS  
BLAKE HAMILTON  
ROB DURHAM  
VINCE MOORE  
GARY MERCER

CITY MANAGER  
CITY SECRETARY  
FINANCE DIRECTOR  
STACEY HARRISON  
FIRE CHIEF

CYNTHIA NORTHROP  
JESSICA SUTTER  
DIANE LATHAM  
PUBLIC SERVICES DIRECTOR  
MALCOLM BUFKIN

**CALL TO ORDER**

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

Invocation led by Sonny McCauley of First Christian Church.

**OPEN FORUM**

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

No speakers.

**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
- 2. Upcoming Events
  - April 6 Last day to register to vote
  - April 20 Bulk pickup

April 22	Drug Take back
April 24-28	Early Voting
May 1-2	Early Voting
May 5-7	Stephens County Ranch Rodeo
May 5-6	Frontier Days
May 6	Stephens County Airport fly-in and Car show
May 6	Election Day

### Police Chief

3. Update from Animal Control Officer Nicole Dooley.

No Action Taken.

### CONSENT AGENDA

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

4. Consider approval of the March 7, 2023 Regular Commission Meeting minutes as recorded.
5. Consider approval of the March 28, 2023 Special Commission Meeting minutes as recorded.
6. Consider approval of Resolution 2023-10 appointing City Health Authority.
7. Consider approval of Texas Gas Service Gas Reliability Infrastructure Program (GRIP)

Commissioner Hamilton made a motion to approve consent agenda items 4-7 as presented. Commissioner Moore seconded the motion. The motion passed 5-0

### ACTION ITEMS

8. Discussion and any necessary action regarding Breckenridge Economic Development Corporation semi-annual report to the City Commission

Breckenridge Economic Development Corporation Director David Miller gave a presentation to Commissioners discussing the semi-annual report, the possible purchase of 705 Industrial Loop property, and the amended lease with RGN.

Commissioner Moore moved to approve Breckenridge Economic Development Corporation semi-annual report. Commissioner Mercer seconded the motion. The motion passed 5—0.

9. Discussion and any necessary action regarding Breckenridge Economic Development Corporation's purchase of 705 Industrial Loop property

Commissioner Mercer moved to approve Breckenridge Economic Development Corporation purchase of 705 Industrial Loop property. Commissioner Moore seconded the motion. The motion passed 5-0.

10. Discussion and any necessary action regarding approving the first reading of the resolution authorizing Breckenridge Economic Development Corporation's amended project/lease with RGN.

Commissioner Hamilton moved to approve the first reading of Resolution 2023-11 as presented. Commissioner Mercer seconded the motion. The motion passed 5-0.

11. Discussion and any necessary action regarding Interlocal with Young County, Texas for the purpose of funding a bond supervision officer.

City Manager Cynthia Northrop explained that this is an agreement we make every year with Young County, Stephens County, City of Graham, and City of Olney. The purpose is to cost-share an employee position that handles the supervision of probationers within our jurisdiction.

Commissioner Durham moved to approve Interlocal with Young County, Texas for the purpose of funding a bond supervision officer. Commissioner Hamilton seconded the motion. The motion passed 5-0.

12. Discussion and any necessary action regarding approval of Frontier Days 2023

Yuri Huntington, Director of the Breckenridge Chamber of Commerce presented the plan for the Frontier Days that will be held on May 5<sup>th</sup> and 6<sup>th</sup>.

Commissioner Moore moved to approve Frontier Days 2023. Commissioner Hamilton seconded the motion. The motion passed 5-0.

13. Discussion and any necessary action regarding an interlocal with Stephens County and their application for CDBG Grant funds for City of Breckenridge Street Repairs

City Manager Cynthia Northrop stated that Stephens County is wanting to partner with the City by applying for CDBG grant funds for street improvements inside the city limits of Breckenridge. Stephens County Judge and Commissioners have met with city staff to coordinate respective CDBG applications and ensure we address different streets but with a focus on areas around schools and the hospital.

Commissioner Moore moved to approve and interlocal with Stephens County and their application for CDBG Grant funds for City of Breckenridge street repairs. Commissioner Durham seconded the motion. The motion passed 5-0.

14. Discussion and any necessary action regarding Aquatic Center operations for 2023

City Secretary Jessica Sutter went over the proposed schedule for the Aquatic Center for 2023. The season will tentatively run from May 30<sup>th</sup> until April 6<sup>th</sup>. The proposed schedule is dependent upon the staffing of lifeguards and lifeguard managers.

Commissioner Durham moved to approve the aquatic center operations for 2023.  
Commissioner Moore seconded the motion. The motion passed 5-0.

15. Discussion and any necessary action regarding sewer stoppages

City Manager Northrop discussed the issue of sewer stoppages and how repair costs will be assessed with commissioners. Currently, the City has been absorbing the cost as well assuming private property owner's liability for sewer stoppages. She stated that the City can continue to absorb these costs at the expense of other vital infrastructure repairs that are needed, home and business owners can be responsible for the repairs individually, or the city can assess a \$5.00 fee on all residents water bills which would allow the city to help offset the cost of maintaining from the cleanout to the main. All Commissioners expressed their support of the \$5.00 surcharge per month. During the motion to approve made by Commissioner Moore an Incorrect ordinance number was used. The Correct Ordinance will be presented at May 2, 2023 Commission meeting with an updated fee schedule.

16. Discussion and any necessary action regarding recommendation of project acceptance regarding the Prison Lift Station.

City Manager Northrop stated that on June 7, 2022, City Commissioner's awarded a bid for the Prison Lift Station project to Dowtech Specialty Contractors. Engineers EHT have provided that to the best of their knowledge, information, and belief, the project is complete. The date of substantial completion was February 13, 2023.

Commissioner Hamilton moved to approve the project acceptance regarding the prison lift station.  
Commissioner Moore seconded the motion. The motion passed 5-0.

17. Discussion and any necessary action regarding approval of Ordinance 2023-05 repealing and replacing Ordinance 2023-01 establishing a general fee schedule for the City of Breckenridge. *(Second Reading)*

Commissioner Durham moved to approve Ordinance 2023-05 repealing and replacing Ordinance 2023-01 establishing a general fee schedule for the City of Breckenridge.  
Commissioner Mercer seconded the motion. The motion passed 5-0.

18. Discussion and any necessary action regarding animal ordinance.

No action taken.

**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:*

**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):*

19. City Manager 6-month evaluation.

20. Public Works Director

**RECONVENE INTO OPEN SESSION**

At 7:42 p.m., the City Commission reconvened into open session.

No action Taken.

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

Commissioner Moore requested that the City Manager re-advertise the American Legion for Bids.

**ADJOURN**

There being no further business, the Mayor adjourned the regular session at 7:45 p.m.

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

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





## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Consider approval of the FY 2023-2024 Annual Audit Engagement Letter with George, Morgan & Sneed, P.C.

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### **BACKGROUND INFORMATION:**

This action will engage a CPA firm to conduct our annual audit for FY 2023-2024. As in years past, the City of Breckenridge has engaged the CPA firm of George, Morgan & Sneed. The audit activities will be conducted in August and November of 2023 with the final audit to be presented no later than the February 2024 City Commission meeting.

### **FINANCIAL IMPACT:**

\$28,500 for audit and \$3900 for single audit if required. The funds will be included in the FY 2023-2024 budget.

### **STAFF RECOMMENDATION:**

Approve FY 2023-2024 Annual Audit Engagement agreement and authorize the City Manager to execute the agreement.



April 27, 2023

City of Breckenridge, Texas  
105 North Rose  
Breckenridge, Texas 76424

We are pleased to confirm our understanding of the services we are to provide for the City of Breckenridge, Texas for the year ended September 30, 2023.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures which collectively compromise the basic financial statements, of the City of Breckenridge, Texas as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Breckenridge, Texas basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures but will not be audited.

1. Management's discussion and analysis.
2. Budgetary comparison schedules - general fund and major special revenue funds
3. Texas Municipal Retirement System Pension Schedules
4. Texas Municipal Retirement System OPEB Schedule

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

1. Nonmajor governmental funds combining statements.

2. Schedule of expenditures of federal awards, if applicable.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Other supplementary information.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), if applicable.

**Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of

waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit, if applicable. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmations of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Risk of material misstatement due to revenue recognition
- Risk of material misstatement due to management override of controls

#### **Audit procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

If applicable, as required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and, if applicable, the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

If applicable, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, if applicable, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, if applicable, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award

agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine necessary to obtain audit evidence. At the conclusion of our audit, we will require certain representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any

significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period ( or, if they have changed, the reasons for such changes); and ( 4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, if applicable, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

If a single audit is required, at the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of George, Morgan & Sneed, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency, a federal agency providing direct or indirect funding, or the U.S. General Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of George, Morgan & Sneed, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a cognizant or oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contract the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to perform our audit at mutually agreeable times in August and November 2023 and to issue our reports no later than the first City Commission meeting in February 2024. Daniel G Hungerford, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, postage, travel, copies, etc.) except that we agree that our gross fee, including expenses, will not exceed \$28,500. If a single audit is required, an additional fee of approximately \$3,900 will be added to the estimated fee above. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our August 19, 2020, peer review report accompanies this letter.

All disputes arising under this agreement shall be submitted to mediation. Each party shall designate an executive officer empowered to attempt to resolve the dispute. Should the designated representatives be unable to agree on a resolution, a competent and impartial third party acceptable to both parties shall be appointed to mediate. Each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceedings shall be commenced under this agreement until at least 30



days after the mediator's first meeting with the involved parties. In the event that the dispute is required to be litigated, the court shall be authorized to assess litigation costs against any party found by the court not to have participated in the mediation process in good faith.

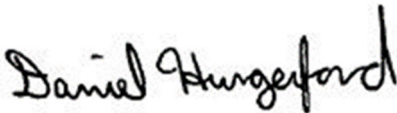
**Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Members of the City Commission of the City of Breckinridge, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope if testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Breckenridge and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Daniel G Hungerford, CPA  
GEORGE, MORGAN & SNEED, P.C.

This letter correctly sets forth the understanding of the City of Breckinridge.

MANAGEMENT: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

GOVERNANCE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



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### Report on the Firm's System of Quality Control

To the Owners of George, Morgan & Sneed, PC  
and the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of George, Morgan & Sneed, PC (the firm) in effect for the year ended December 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

#### **Required Selections and Considerations**

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and an employee benefit plan.

As part of our review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of George, Morgan & Sneed, PC in effect for the year ended December 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. George, Morgan & Sneed, PC has received a peer review rating of *pass*.

*Bumgardner, Morrison & Company, LLP*

**BUMGARDNER, MORRISON & COMPANY, LLP**  
August 19, 2020



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding approving the second reading of the resolution authorizing Breckenridge Economic Development Corporation's amended project/lease with RGN.

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### **BACKGROUND INFORMATION:**

BEDC has approved at its regular called meeting on 3.21.2023, to grant a 5-year lease to RGN Services Inc. for \$510,000 in total lease payments and a yearly tenant allowance payable by the BEDC up to \$40,000 a year for capital improvements to the building at 820 Industrial Loop. Lease is attached. This resolution is not subject to a 60-day comment period before commencing with the project.

### **FINANCIAL IMPACT:**

NA – BEDC Budget

### **STAFF RECOMMENDATION:**

Move to approve second reading of Resolution 2023-11 as presented.

**RESOLUTION NO. 2023.11****A RESOLUTION OF THE CITY OF BRECKENRIDGE, TEXAS AUTHORIZING THE BRECKENRIDGE ECONOMIC DEVELOPMENT CORPORATION TO UNDERTAKE RGN SERVICES LEASE RENEWAL; ALLOWING THE BRECKENRIDGE ECONOMIC DEVELOPMENT CORPORATION TO PROVIDE TENANT IMPROVEMENT ALLOWANCES.**

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

WHEREAS, the BEDC Board has approved a lease renewal to RGN Services for sixty (60) months with a performance agreement based on local, monthly payroll and tenant improvement allowance not to exceed \$40,000 per year for capital improvements to the property located at 820 Industrial Loop;

WHEREAS, the BEDC Board has found that the lease is authorized pursuant to Section 501.153 of the Texas Local Government Code;

WHEREAS, the BEDC Board has found that the tenant improvement allowance 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 Breckenridge (the "City Commission") to approve a project authorized by that section, by a resolution approved upon two readings, if it involves an expenditure of more than \$10,000;

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

1. The recitals outlined above are found to be true and correct and are hereby adopted.
2. The RGN Services Lease Renewal is hereby authorized and may be funded by the Breckenridge Economic Development Corporation pursuant to Section 505.158(b) and upon expiration of sixty (60) days after notice of said project is published, pursuant to Section 505.160 of the Texas Local Government Code.

PASSED and APPROVED on first reading this the 11th day of April 2023.

PASSED, APPROVED, and ADOPTED on second reading this the 2nd day of May 2023.

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Bob Sims, Mayor

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Jessica Sutter, City Secretary

SEAL



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Public Hearing regarding Breckenridge Economic Development Corporation recommendation for Façade grants

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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**BACKGROUND INFORMATION:**

BEDC has approved reopening façade grants through the remainder of the 2022/2023 fiscal year with amended available funds that will be paid on a first come, first serve basis. Available funds are \$50,000.00. **This will be an increase over the previously budgeted program by \$22,925.48.** The new façade grant program will be available to all commercial property within the city limits. The BEDC is waiting for a list of previously approved facades but tentatively have \$25,000 already earmarked from the original program. These have a deadline and they are evaluating previous applications for compliance.

**FINANCIAL IMPACT:**

NA – BEDC Budget

**STAFF RECOMMENDATION:**



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding Breckenridge Economic Development Corporation recommendation for Façade grants

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### BACKGROUND INFORMATION:

BEDC has approved reopening façade grants through the remainder of the 2022/2023 fiscal year with amended available funds that will be paid on a first come, first serve basis. Available funds are \$50,000.00. **This will be an increase over the previously budgeted program by \$22,925.48.** The new façade grant program will be available to all commercial property within the city limits. The BEDC is waiting for a list of previously approved facades but tentatively have \$25,000 already earmarked from the original program. These have a deadline and they are evaluating previous applications for compliance.

### FINANCIAL IMPACT:

NA

### STAFF RECOMMENDATION:

Approve BEDC Board recommendation to re-open façade grant acceptance through the remainder of FY 2022-2023 and increase previously approved funds by \$22,925.48



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding an Interlocal with Stephens County for Street Maintenance

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### **BACKGROUND INFORMATION:**

The County and the City are partnering together for street maintenance projects inside the city limits. This interlocal allows for Stephens County to provide the labor and equipment and for the City of Breckenridge to provide the material for city street improvements. The selection of streets will be based on several factors including city streets that are conducive to chip sealing which are mainly rural section streets; streets that have a bar ditch and do not have curbs.

### **FINANCIAL IMPACT:**

Will be dependent on length of selected streets. Funds are available in our Street Department budget.

### **STAFF RECOMMENDATION:**

Approve Interlocal with Stephens County for street improvements.



## INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is entered on the \_\_\_\_ day of May, 2023 by and between the City of Breckenridge, Texas, a Texas home-rule municipality operating under Article XI, Sec. 5 of the Texas Constitution (the “City”) and Stephens County, a political subdivision of the State of Texas (the “County”).

### RECITALS

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

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

**WHEREAS**, the City and the County are mutually interested in improving the streets within the City; and

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

### AGREEMENT

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

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

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

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

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

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

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

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

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

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

**This Interlocal Agreement was duly approved by the City Commission of the City of Breckenridge on the \_\_\_\_ day of \_\_\_\_\_ 2023.**

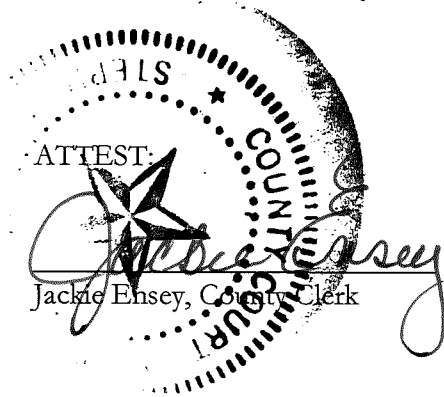
\_\_\_\_\_  
Bob Sims, Mayor

ATTEST:

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

S E A L

This Interlocal Agreement was duly approved by the Commissioners Court of Stephens County on the 29<sup>th</sup> day of April 2023.



Jackie Ensey, County Clerk

  
Michael Roach, County Judge



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding an Agreement between Stephens County, Breckenridge Economic Development Corporation, and the City of Breckenridge to partner on the demolition of Substandard Structures

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### BACKGROUND INFORMATION:

The County, BECD and the City are partnering together to provide for the demolition of substandard homes that the City owns; either by deed or have gone through the declaration of a substandard home. Essentially, the Stephens County crews will demolish the identified home(s), haul to the City's monofil and the City of Breckenridge Fire Department will be on-site to water down. The BECD will reimburse Stephen's County \$2,500 per structure demolished.

The current list is as follows and is in priority order:

404 N. Court  
504 N. Court  
701 N. Court  
909 S Cutting

### FINANCIAL IMPACT:

NA

### STAFF RECOMMENDATION:

Approve Agreement between Stephens County, Breckenridge Economic Development Corporation the City of Breckenridge for the demolition of substandard homes.

## **AGREEMENT FOR BUILDING DEMOLITIONS**

This Agreement for Building Demolitions (the “Agreement”) is entered on the \_\_\_\_ day of May, 2023 by and between the City of Breckenridge, Texas, a Texas home-rule municipality operating under Article XI, Sec. 5 of the Texas Constitution (the “City”), Stephens County, a political subdivision of the State of Texas (the “County”), and Breckenridge Economic Development Corporation, a Texas non-profit economic development corporation (“BEDC”).

### **RECITALS**

**WHEREAS**, the City and the County are authorized to enter into an interlocal agreement pursuant to Chapter 791 of the Texas Government Code to cooperate with each other to perform governmental functions and services, including such functions and services to promote “public health and welfare” pursuant to Section 791.003 of the Texas Government Code;

**WHEREAS**, pursuant to Chapter 214 of the Texas Local Government Code, under Article I of Chapter 5 of the Breckenridge Code of Ordinances, the City has processes in place to abate substandard structures within the City, and the City and the County are mutually interested in demolishing and removing substandard structures to promote public health and welfare and increase property tax revenues within the City and the County;

**WHEREAS**, BEDC is dedicated to promoting economic development within the City of Breckenridge and the BEDC Board has found that assisting with the expenses of demolishing substandard buildings within the City is an acceptable BEDC project as is promotes new or expanded business development pursuant to Section 505.158 of the Texas Local Government Code; and

**WHEREAS**, the City, County, and BEDC wish to enter into this Agreement to cooperate in demolishing and removing substandard buildings within the City to promote public health and welfare and new or expanded business development.

### **AGREEMENT**

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

1. Responsibilities of City. The City shall provide the County with a list of structures that have been deemed to be substandard structures and ordered to be demolished by the City’s City Commission. The City shall be solely responsible for determining that the substandard structures identified for demolition under this Agreement have been properly deemed to be substandard and ordered to be demolished and that the appropriate time has passed to allow the owners or other interested parties to demolish the substandard structure.
2. Responsibilities of County.
  - (a) The County agrees to demolish identified substandard structures on a schedule to be mutually agreed upon by the County Judge and the City Manager.

- (b) The County has agreed to demolish structures in exchange for payment in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) per structure. Prior to demolition of any structure, the County shall notify BEDC at least thirty (30) days of the scheduled demolition. The County shall not undertake the demolition before receiving payment from BEDC.
- (c) The County shall be solely responsible for the manner and means of demolition of the identified substandard structures and for supervising its employees or contractors engaging in the same.
- (d) After a substandard structure is demolished by the County, the County will haul the demolition debris to the City's monofill.
- (e) Should the County not proceed with the demolition of any structure for any reason within six (6) months of receiving payment from BEDC, the County shall refund BEDC's payment within thirty (30) days of BEDC's demand for same.
3. Responsibilities of BEDC. Within thirty (30) days of receiving notice from the County as described in Section 2(b) above, BEDC will remit payment in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) per structure to the City.
4. General.
- (a) *Term.* The term of this Agreement shall be two years, beginning on the Effective Date and ending on \_\_\_\_\_. This Agreement shall automatically renew unless one party provides notice to the other parties that it does not wish to renew at least ninety (90) days before the end of the then-current term.
- (b) *Nonappropriation of Funds.* Each party will strive to ensure that sufficient amounts are budgeted each year for each party to comply with this Agreement. However, should any party fail to appropriate adequate funds to comply with this Agreement, the party failing to so appropriate shall provide notice to the other parties at least ninety (90) days prior to the end of the fiscal year in which funds were budgeted. In such case, this Agreement will terminate at the end of the fiscal year in which funds were budgeted.
- (c) *Breach.* If any party fails to comply with any provision of this Agreement, any other party may send written notice of that fact to the breaching party. The Agreement will terminate, as to the party notifying the breaching party of the breach, if the breach is not cured within thirty (30) days after the date notice is received. A waiver by a party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.
- (d) *Venue.* All parties agree that exclusive venue for any action arising from this Agreement will lie in the District Court located in Stephens County, Texas.
- (e) *Severability.* If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision with a mutually acceptable provision consistent with the original intentions of the parties.

- (f) *No Waiver of Defense.* Nothing in this Agreement will be construed to waive, modify, or amend any applicable legal defense available to any party, or any past or present City Commissioner, County Commissioner, Board Member, officer, agent, or employee, including but not limited to governmental immunity from suit as provided by law.
- (g) *Assignment.* This Agreement may not be assigned without the written consent of both parties.
- (h) *Independent Contractors.* The parties to this Agreement are independent contractors. No party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement.

**This Interlocal Agreement was duly approved by the City Commission of the City of Breckenridge on the \_\_\_\_ day of \_\_\_\_\_ 2023.**

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

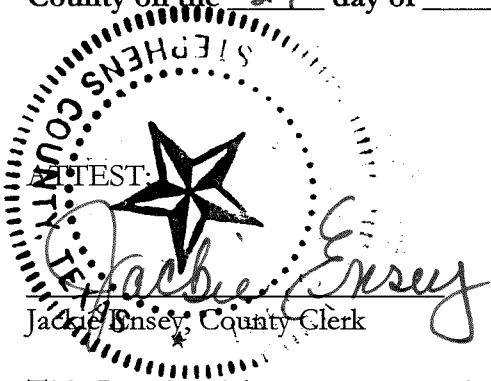
ATTEST:

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

S E A L

**This Interlocal Agreement was duly approved by the Commissioners Court of Stephens County on the 24<sup>th</sup> day of April 2023.**

Michael Roach  
Michael Roach, County Judge



**This Interlocal Agreement was duly approved by the Board of Directors of the Breckenridge Economic Development Corporation on the \_\_\_\_ day of \_\_\_\_\_ 2023.**

\_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding Change Order #3 to the AMI Meter Replacement project.

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### BACKGROUND INFORMATION:

Using funding from the Americans Recovery Plan Act, the City of Breckenridge directed the funds to improve and automate the meter reading for utility billing, which will increase the accuracy of water usage by our customers, saves staff time and provides customers the ability to identify leaks.

The project has been underway since last year. The Notice to Proceed was June 16, 2022 with 240 days to complete. Completion was scheduled to be February 11, 2022.

Due to continued challenges identifying existing water meters, this change order will update the size and number of new meters required, which will increase the contract amount by \$21,360 (original contract price was \$1,298,678.53. Previous change order #2 increased the contract price by \$45,019 to \$1,343,697.53). The cumulative percent change in contract price is 5.11%. The total increase in change order costs for this contract is \$66,379.

Change Order #3 will also extend the completion time from an original time in days of 240 to 337 (the previous change order increase it from 240 to 270 days).

### FINANCIAL IMPACT:

Increase contract price \$21,360; from \$1,343,697.53 to \$ \$1,365,057.53.

### STAFF RECOMMENDATION:

Approve staff recommendations as presented.



## Breckenridge Water Meter Replacement &amp; AMI Project

Final Meter Installation List (R2)				04.13.2023
ADDRESS	SIZE	NOTES	ADDITIONAL INSTALL LABOR COST	
1 3720 W WALKER HIGGINBOTHAM	1 1/2	Behind Building		
2 4 SENDERO	2	please verify size		
3 415 N BRECKENRIDGE	1 1/2	On Lindsey St. on Left Side of Bldg.		
4 807 W WILLIAMS	1 1/2	Front Close to House		
5 202 N SHELTON	5/8	Broken curbstop Valve	\$	150.00
6 1200 W 2ND	???	East side by Drive (under concrete needs dug up)	\$	400.00
7 504 W ELLIOTT	5/8	curb stop broken(we will have to fix first)	\$	150.00
8 N BAYLOR AND 5TH (LIFT STATION)	???	Outside of Fence by Facet(broken valve)	\$	350.00
9 WOODLAND VILLAGE APTS	4			
10 500 W LINDSEY (HIGH SCHOOL)	4	In Front		
11 CURRY POOL RD acct 11-000335-00Blackerby	1 1/2	North of drive by fence(broken valve)	\$	250.00
12 1602 W Walker(IS READY TO CHANGE OUT)	1 1/2	Andi's list has 1512 W Walker does not pull up in encode at this address. ***Sits on Dairy Street(Ask Rena)		
13 CR 255 (Loretta Swan Rena can show location)	1 1/2	Or Billy		
14 Whoa & Go South Breck	1 1/2	Rena & Billy to check the asphalt & pipes We may have to change	\$	400.00
15 103 S Hartford	2	concrete needs cut out	\$	400.00
16 206 W 7th 304 W 4th	5/8	Leak on customer side need to change so they will fix leak		
17 210 W 5th	5/8	Broken Curb stop	\$	150.00
18 206 W 6TH	1	Front by Rock Wall		
19 309 S Oakwood	5/8	Broken Curb stop	\$	150.00
20 212 W 5th	5/8	Broken Curb stop	\$	150.00
21 Park(Rena to help locate)SOCCER FIELD	???	Valve won't shut off	\$	400.00
22 City Park Meter	1	South End of Park on Caddo Road		
23 307 S Caddo	5/8	IN ALLEY		
24 684 Stoker Ave	5/8	Front by Fence		
25 710 Stoker Ave	5/8	Front by Telephone pole-North Building		
26 601 E Hullum	5/8	Front East Side		
27 1108 E Hullum	5/8	Change Curb Stop it is Square	\$	150.00
28 811 E Walker	5/8	can't find we may have to change(EAST SIDE IN DRIVE)		
29 706 E Walker (Pate's)	1	West Side on Butte		
30 900 E Lindsey	1	Threads on Valve messed up(Change CurbStop)	\$	250.00
31 1011 E Connell	1 1/2	on flint by phone	\$	350.00
32 1007 E Elm	5/8	FRONT	\$	150.00
33 1506 W Elliott	1	Front by Trees CITY WILL FIX	\$	250.00
34 1506 Westridge Circle	1	Front East Side		
35 3726 W Walker(McDonalds)	1 1/2	Front West side		
36 1517 W Walker(Oreilly)	5/8	EAST ONE		
37 305 S Melrose	5/8	by gas South One (square curb stop change)	\$	150.00
38 1294 US Hwy 180 East(Scott Ensey-Horses)	5/8	Address is located next to perfect pump-Rena can help locate		
39 2770 US HIGHWAY 180 EAST(FUQUA, TERRI)	5/8	West Side by Gas Rena can help locate		
40 E Walker (Salt Flat)	1 1/2 OR 2	LEAK ON FIRE HYDRANT WE WILL PROBABLY HAVE TO CHANGE	\$	400.00
41 Rodeo Arena	1 1/2 or 2	LEAK ON FIRE HYDRANT WE WILL PROBABLY HAVE TO CHANGE	\$	400.00
42 1000 Industrial Loop(Bridgeport)	???	Across from Jonell west meter	\$	400.00
43 S Graham (Marlina Cowan 13-000133-00	5/8	front by gas		
44 400 S Jackson	5/8	between mail box and driveway		
45 508 N Albany	5/8	in front		
46 306 S Miller	5/8	South Side of Drive (Broken Curb Stop)	\$	150.00
47 511 W Elm	5/8	On east corner (Broken Curb Stop)	\$	150.00
48 301 N Harding	1	Front by Curb		
49 607 W 2nd BISD Sport Plex	3	east one BISD Sport Plex-Big box West		
50 605 W 2nd BISD Sprinkler	2"	on 2nd street by valve		
51 1 Sierra Dr.	5/8	fire plug north one(very deep in box & water leak)	\$	250.00
52 County Road 257/E 11 (Carol McKee)	5/8	corner south one		
53 508 N Butte St	5/8	front south side		
54 Sunset Blvd (Fambro Vet Clinic)	5/8	across ditch, fence has blue stripe pole		
55 2510 Sha Lane	5/8	front east side		
56 2325 Sha Lane	2	West one East side house		
57 Industrial Loop (Galloway, Jerry Don)	5/8	between fireplug/lift station		
58 312 S Lowell Acct on Hold no meter in box	5/8	south by phone/city will have to put a meter there when customer needs water turned on		
59 311 S Iowa St	5/8	Southwest of house by gas/leak at meter	\$	150.00
60 15 Chaparral Lane (Sprinkler)	5/8	East of house meter(house meter was changed)		
61 814 N Panther	5/8	By gas meter		
62 1112 W Jeanette	5/8	West side of pole laying on ground		
			Total	\$ 6,150.00

## Construction Contract Change Order Request

Subrecipient: Breckenridge

Region: WCTCOG

ARP Contract Number: TX0206

Change Order No.: 3

## Engineer Name, Address, &amp; Phone Number

Enprotec / Hibbs & Todd, Inc.  
402 Cedar Street, Abilene, Texas 79601  
325-698-5560

## Contractor Name, Address, &amp; Phone Number:

SecureVision of America, Inc., PO Box 218  
Fentress, Texas 78622, 830-243-7117

## ATTACH SHEET FOR ADDITIONAL ITEMS

ITEM NO	DESCRIPTION	ORIGINAL EST. QTY	NEW EST. QTY	NET CHG IN QUAN	ORIGINAL UNIT PRICE	REVISED UNIT PRICE	NET CHANGE IN \$	UNIT MEASURE	NET CHANGE IN DOLLARS
1	Furnish and Install 1" Water Meter	46	56	10	480.00			EA	4,800.00
2	Furnish and Install 2" Water Meter	73	79	6	1,485.00			EA	8,910.00
3	Re-mobilization	0	1	1		1,500.00		LS	1,500.00
4	Additional Install Labor Cost	0	1	1		6,150.00		LS	6,150.00
5									
6									
7									
8									

## Justification for Change

	Increase		Decrease		No Change
1. Effect of this change on scope of work:	<input checked="" type="radio"/>		<input type="radio"/>		<input type="radio"/>
2. Effect on operation and maintenance costs:	<input type="radio"/>		<input type="radio"/>		<input checked="" type="radio"/>
	Yes		No		Not Applicable
3. Will this Change Order change the number of beneficiaries?	<input type="radio"/>		<input type="radio"/>		<input checked="" type="radio"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="radio"/>		<input checked="" type="radio"/>		<input type="radio"/>
If "yes", is an environmental assessment required? Explain.					
5. Is the TCEQ clearance still valid?	<input type="radio"/>		<input type="radio"/>		<input checked="" type="radio"/>
6. Are other contractual special condition clearances still valid?	<input type="radio"/>		<input type="radio"/>		<input checked="" type="radio"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input checked="" type="radio"/>		<input type="radio"/>		<input type="radio"/>

Change in Construction Contract Price

Original Contract Price: 1,298,678.53

Cumulative Previous Change Order(s) Total: 45,019.00

Contract Price Prior to this Change Order: 1,343,697.53

Net Increase/Decrease of this Change Order: 21,360.00

Contract Price with All Approved Change Orders: 1,365,057.53

Cumulative Percent Change in Contract Price (+/-): +5.11%

Construction Contract Start Date: 06/16/2022

Change in Contract Time (Calendar Days)

Original Contract Time in Days: 240

Net Change from Previous Change Order(s) in Days: +30

Contract Time Prior to this Change Order in Days: 270

Net Increase/Decrease of this Change Order in Days: +67

Contract Time with All Approved Change Orders in Days: 337

Subrecipient Contract End Date: N/A

Construction Contract End Date: 05/19/2023

Authorized Signature

Date

Authorized Signatory's Name and Title (Print)

Joseph T. Mangrem  
Engineer's Signature

04.25.2023  
~~04.18.2023~~ JTM  
Date

Engineer's Name (Print)

Contractor's Signature

4/25/2023  
Date

Contractor's Name and Title (Print)



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action on award of FM 3099 Utility Relocation Project

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### **BACKGROUND INFORMATION:**

The Texas Department of Transportation is re-aligning the intersection of Highway 180/Walker and FM 3099 to increase safety at that intersection. The City of Breckenridge is responsible for covering the costs of the utility relocation. The city engineers developed and published a Request for Proposals. Three proposals were received, and they are recommending awarding construction contract to the low bidder for \$571,775.

### **FINANCIAL IMPACT:**

The City of Breckenridge budgeted \$300,000. Due to economic conditions including continued supply shortages and double-digit inflation the bids came in much higher than anticipated. The cost of the project including engineering is \$567,000, which leaves us short \$267,000. Funds are available in fund balance.

### **STAFF RECOMMENDATION:**

Approve awarding the contract to the low bidder and authorize the City Manager to execute the contract.



April 25, 2023

City of Breckenridge  
105 N. Rose Ave  
Breckenridge, Texas 76424  
Attn: Mr. Bob Sims, Mayor

**Re: Recommendation of Award  
TxDOT FM 3099 Realignment Utility Relocation**

Dear Mayor Sims:

Proposals for the referenced project were opened on April 14, 2023. A total of three (3) bids were received and the proposal tabulation is attached for reference. Based upon evaluation of the submitted proposals, the lowest priced proposal was submitted by Leetech Solutions from Aledo, Texas.

The responsiveness of the bidder has been evaluated for conformity with all material conditions of the Advertisement for Proposals and the Request for Proposals.

Based upon the evaluation findings, it is recommended that the construction contract for the City of Breckenridge TxDOT FM 3099 Realignment Utility Relocation Project be awarded to Leetech Solutions, as the lowest, qualified proposer at the Base Proposal B in the amount of \$521,775.00.

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

Sincerely,

**Enprotec / Hibbs & Todd**

Sage Diller, P.E.

SD/jd

Encl: Proposal Tabulation

c: Cynthia Northrop, City Manager  
Project File 5580-36

P:\Projects\Breckenridge, City of\5580 General Services Agreement\5580-36 FM 3099 Realignment Utility Relocation\5. Bidding Phase\Bidder Evaluation\042523 Letter of Recommendation.doc

TABULATION OF PROPOSALS FOR: TXDOT FM 3099 Realignment Utility Relocation, City of Breckenridge, Texas


PROPOSALS RECEIVED: 4/14/2023

PE Firm Registration No. 1151

BASE PROPOSAL A				LEETECH SOLUTIONS		BRETT CONSTRUCTION		FAMBRO CONSTRUCTION LLC	
Item No.	Quantity	Unit	Item	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1A	1	LS	Mobilization, Bonds & Insurance	NO BID	0.00	\$ 30,000.00	\$ 30,000.00	\$ 32,200.00	\$ 32,200.00
2A	1	LS	Traffic Control Plan	NO BID	0.00	\$ 20,000.00	\$ 20,000.00	\$ 30,250.00	\$ 30,250.00
3A	1	LS	Erosion Control Devices	NO BID	0.00	\$ 10,000.00	\$ 10,000.00	\$ 8,750.00	\$ 8,750.00
4A	100	LF	Trench and Excavation Safety Plan	NO BID	0.00	\$ 5.00	\$ 500.00	\$ 10.00	\$ 1,000.00
5A	145	LF	4" DIPS DR-11 HDPE Water Line by Slick Bore	NO BID	0.00	\$ 70.00	\$ 10,150.00	\$ 78.00	\$ 11,310.00
6A	1,710	LF	6" DIPS DR-11 HDPE Water Line by Slick Bore	NO BID	0.00	\$ 100.00	\$ 171,000.00	\$ 144.00	\$ 246,240.00
7A	1,340	LF	8" DIPS DR-11 HDPE Water Line by Slick Bore	NO BID	0.00	\$ 130.00	\$ 174,200.00	\$ 205.00	\$ 274,700.00
8A	275	LF	4" DIPS DR-11 HDPE Water Line with 6" HDPE Encasement (Bore)	NO BID	0.00	\$ 120.00	\$ 33,000.00	\$ 117.00	\$ 32,175.00
9A	180	LF	8" DIPS DR-11 HDPE Water Line with 12" HDPE Encasement (Bore)	NO BID	0.00	\$ 185.00	\$ 33,300.00	\$ 338.00	\$ 60,840.00
10A	1	EA	2" Tapping Sleeve	NO BID	0.00	\$ 2,300.00	\$ 2,300.00	\$ 3,385.00	\$ 3,385.00
11A	3	EA	6" Tapping Sleeve	NO BID	0.00	\$ 2,500.00	\$ 7,500.00	\$ 7,645.00	\$ 22,935.00
12A	1	EA	8" Tapping Sleeve	NO BID	0.00	\$ 3,000.00	\$ 3,000.00	\$ 9,600.00	\$ 9,600.00
13A	1	EA	2" Gate Valve	NO BID	0.00	\$ 1,800.00	\$ 1,800.00	\$ 1,415.00	\$ 1,415.00
14A	5	EA	6" Gate Valve	NO BID	0.00	\$ 2,000.00	\$ 10,000.00	\$ 3,135.00	\$ 15,675.00
15A	8	EA	8" Gate Valve	NO BID	0.00	\$ 2,700.00	\$ 21,600.00	\$ 4,425.00	\$ 35,400.00
16A	1	EA	4" Flush Valve Assembly with Gate Valve	NO BID	0.00	\$ 8,600.00	\$ 8,600.00	\$ 12,115.00	\$ 12,115.00
17A	3,650	LF	Tracer Wire	NO BID	0.00	\$ 0.50	\$ 1,825.00	\$ 1.00	\$ 3,650.00
18A	15	CY	Grout Fill Abandoned Water Line	NO BID	0.00	\$ 3,000.00	\$ 45,000.00	\$ 2,620.00	\$ 39,300.00
19A	1,735	LF	Cut & Remove Existing PVC Water Line	NO BID	0.00	\$ 25.00	\$ 43,375.00	\$ 25.00	\$ 43,375.00
20A	2	EA	Connect 8" HDPE Water Line to Existing 8" PVC Water Line	NO BID	0.00	\$ 4,100.00	\$ 8,200.00	\$ 6,055.00	\$ 12,110.00
21A	7	EA	Water Meter Service Reconnection (Short)	NO BID	0.00	\$ 1,100.00	\$ 7,700.00	\$ 1,990.00	\$ 13,930.00
22A	1	EA	Water Meter Service Relocation and Reconnection (Short)	NO BID	0.00	\$ 1,400.00	\$ 1,400.00	\$ 3,385.00	\$ 3,385.00
23A	10	EA	Cut & Plug Existing PVC Water Line	NO BID	0.00	\$ 350.00	\$ 3,500.00	\$ 1,500.00	\$ 15,000.00
24A	1	EA	6" Fire Hydrant Assembly with Gate Valve	NO BID	0.00	\$ 7,800.00	\$ 7,800.00	\$ 10,570.00	\$ 10,570.00
25A	1	EA	Remove Existing Fire Hydrant & Return to Owner	NO BID	0.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
26A	50	LF	Concrete Surface Repair	NO BID	0.00	\$ 160.00	\$ 8,000.00	\$ 144.00	\$ 7,200.00
27A	50	LF	Asphalt Surface Repair	NO BID	0.00	\$ 125.00	\$ 6,250.00	\$ 51.00	\$ 2,550.00
28A	50	LF	Gravel Surface Repair	NO BID	0.00	\$ 120.00	\$ 6,000.00	\$ 12.00	\$ 600.00
TOTAL BASE PROPOSAL A PRICE (Items 1A thru 28A)					0.00		\$ 678,000.00		\$ 950,660.00

BASE PROPOSAL B				LEETECH SOLUTIONS		BRETT CONSTRUCTION		FAMBRO	
Item No.	Quantity	Unit	Item	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1B	1	LS	Mobilization, Bonds & Insurance	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	NO BID	0.00
2B	1	LS	Traffic Control Plan	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	NO BID	0.00
3B	1	LS	Erosion Control Devices	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	NO BID	0.00
4B	900	LF	Trench and Excavation Safety Plan	\$ 1.00	\$ 900.00	\$ 1.15	\$ 1,035.00	NO BID	0.00
5B	3,300	LF	Pipe Bedding Material	\$ 10.00	\$ 33,000.00	\$ 9.50	\$ 31,350.00	NO BID	0.00
6B	145	LF	4" DIPS DR-11 HDPE Water Line by Open Cut	\$ 50.00	\$ 7,250.00	\$ 40.00	\$ 5,800.00	NO BID	0.00
7B	1,660	LF	6" DIPS DR-11 HDPE Water Line by Open Cut	\$ 55.00	\$ 91,300.00	\$ 40.00	\$ 66,400.00	NO BID	0.00
8B	1,300	LF	8" DIPS DR-11 HDPE Water Line by Open Cut	\$ 62.00	\$ 80,600.00	\$ 40.00	\$ 52,000.00	NO BID	0.00
9B	50	LF	6" DIPS DR-11 HDPE Water Line (Bore)	\$ 100.00	\$ 5,000.00	\$ 120.00	\$ 6,000.00	NO BID	0.00
10B	40	LF	8" DIPS DR-11 HDPE Water Line (Bore)	\$ 120.00	\$ 4,800.00	\$ 125.00	\$ 5,000.00	NO BID	0.00
11B	195	LF	4" DIPS DR-11 HDPE Water Line w/6" HDPE Encasement (Open Cu	\$ 100.00	\$ 19,500.00	\$ 35.00	\$ 6,825.00	NO BID	0.00
12B	80	LF	4" DIPS DR-11 HDPE Water Line w/6" HDPE Encasement (Bore)	\$ 140.00	\$ 11,200.00	\$ 95.00	\$ 7,600.00	NO BID	0.00
13B	180	LF	8" DIPS DR-11 HDPE Water Line w/12" HDPE Encasement (Bore)	\$ 220.00	\$ 39,600.00	\$ 190.00	\$ 34,200.00	NO BID	0.00
14B	1	EA	2" Tapping Sleeve	\$ 1,500.00	\$ 1,500.00	\$ 2,300.00	\$ 2,300.00	NO BID	0.00
15B	3	EA	6" Tapping Sleeve	\$ 5,000.00	\$ 15,000.00	\$ 2,500.00	\$ 7,500.00	NO BID	0.00
16B	1	EA	8" Tapping Sleeve	\$ 6,000.00	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00	NO BID	0.00
17B	1	EA	2" Gate Valve	\$ 1,200.00	\$ 1,200.00	\$ 1,800.00	\$ 1,800.00	NO BID	0.00
18B	5	EA	6" Gate Valve	\$ 2,500.00	\$ 12,500.00	\$ 2,000.00	\$ 10,000.00	NO BID	0.00
19B	8	EA	8" Gate Valve	\$ 3,500.00	\$ 28,000.00	\$ 2,700.00	\$ 21,600.00	NO BID	0.00
20B	1	EA	4" Flush Valve Assembly with Gate Valve	\$ 9,000.00	\$ 9,000.00	\$ 8,600.00	\$ 8,600.00	NO BID	0.00
21B	3,650	LF	Detectable Tape and Tracer Wire	\$ 1.00	\$ 3,650.00	\$ 0.50	\$ 1,825.00	NO BID	0.00
22B	15	CY	Grout Fill Abandoned Water Line	\$ 100.00	\$ 1,500.00	\$ 3,000.00	\$ 45,000.00	NO BID	0.00
23B	1,735	LF	Cut & Remove Existing PVC Water Line	\$ 15.00	\$ 26,025.00	\$ 25.00	\$ 43,375.00	NO BID	0.00
24B	2	EA	Connect 8" HDPE Water Line to Existing 8" PVC Water Line	\$ 2,500.00	\$ 5,000.00	\$ 4,100.00	\$ 8,200.00	NO BID	0.00
25B	7	EA	Water Meter Service Reconnection (Short)	\$ 2,000.00	\$ 14,000.00	\$ 1,100.00	\$ 7,700.00	NO BID	0.00
26B	1	EA	Water Meter Service Relocation and Reconnection (Short)	\$ 2,000.00	\$ 2,000.00	\$ 1,400.00	\$ 1,400.00	NO BID	0.00
27B	10	EA	Cut & Plug Existing PVC Water Line	\$ 1,000.00	\$ 10,000.00	\$ 350.00	\$ 3,500.00	NO BID	0.00
28B	1	EA	6" Fire Hydrant Assembly with Gate Valve	\$ 7,000.00	\$ 7,000.00	\$ 7,800.00	\$ 7,800.00	NO BID	0.00
29B	1	EA	Remove Existing Fire Hydrant & Return to Owner	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	NO BID	0.00
30B	100	LF	Concrete Surface Repair	\$ 56.00	\$ 5,600.00	\$ 160.00	\$ 16,000.00	NO BID	0.00
31B	566	LF	Asphalt Surface Repair	\$ 35.00	\$ 19,810.00	\$ 125.00	\$ 70,750.00	NO BID	0.00
32B	17	LF	Gravel Surface Repair	\$ 20.00	\$ 340.00	\$ 120.00	\$ 2,040.00	NO BID	0.00
TOTAL BASE PROPOSAL B PRICE (Items 1B thru 32B)					\$ 521,775.00		\$ 540,600.00		0.00

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

  
SAGE DILLER, P.E., #96645



4/14/2023



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding Ordinance No. 23-09, an ordinance of the City of Breckenridge, Texas, amending Appendix A, "Fee Schedule", "Sewer Service Charges" of the Breckenridge Code of Ordinances to increase the base monthly rate; Providing Repealer and Severability Clauses; and Providing and Effective Date. (First Reading)

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### **BACKGROUND INFORMATION:**

This ordinance will codify the Commissioner's previous action to increase the sewer charge by \$5.00 per user to cover the cost of maintenance from an owner's clean-out to the city main.

Previously, the Commissioner's clarified City's responsibility is for the sewer collection main, and the owner's responsibility is their service line to the sewer main during their March 28, 2023 meeting, approving Ordinance 23-07.

### **FINANCIAL IMPACT:**

Increasing the base monthly sewer rate \$5.00.

### **STAFF RECOMMENDATION:**

Approve First Reading of Ordinance 23-09 as presented.



## ORDINANCE NO. 23-09

**AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS AMENDING APPENDIX A, “FEE SCHEDULE”, SECTION X(L), “SEWER SERVICE CHARGES”, OF THE BRECKENRIDGE CODE OF ORDINANCES TO INCREASE THE BASE MONTHLY RATE; PROVIDING REPEALER AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City operates a waste water system and “may regulate the system in a manner that protects the interests of the” City pursuant to Section 552.001(b) of the Texas Local Government Code;

**WHEREAS**, the City’s waste water system is in constant and dire need of repairs due to its age and past City policy and practices has put much of the burden for said repairs on the City; and

**WHEREAS**, the City Commission of the City wishes to increase the base rate for sewer services by five dollars (\$5.00) so the City may recover for past and future repairs of the waste water system.

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

**I. Amendment to Appendix A.** Section X(L), “Sewer Service Charges”, of Appendix A, “Fee Schedule”, of the Breckenridge Code of Ordinances is hereby amended as follows. All other provisions of Appendix A not specifically amended by this Ordinance remain in full force and effect.

(L) Sewer Service Charges (Sec. 21-44):

		Inside City Limits	Outside City Limits
(1)	Residential Single Family:		
	First 5,000 gallons (minimum):	<del>\$45.00</del> \$50.00	<del>\$71.25</del> \$76.25
	Over 5,000 gallons, per thousand:	\$4.50	\$7.10
	Maximum monthly charge:	<del>\$93.75</del> \$98.75	<del>\$140.60</del> \$145.60
(2)	All other use:		
	First 5,000 gallons (minimum):	<del>\$49.50</del> \$54.50	<del>\$78.40</del> \$83.40

	Over 5,000 gallons, per thousand:	\$6.00	\$9.50
	Maximum monthly charge:	<del>\$500.00</del> \$505.00	<del>\$750.00</del> \$755.00
(3)	*Sewer Irrigation Credit:		
	Residential Single Family:	\$30.00	\$60.00
	All other use:	\$105.00	\$210.00
(4)	Texas Department of Criminal Justice – Walker Sayle Unit:		
	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.		

**II. Repeal.** Any prior ordinances or ordinance provisions are hereby repealed to the extent they are in conflict with the terms of this Ordinance. Any remaining provisions of said ordinances shall remain in full force and effect.

**III. Severability.** Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Breckenridge hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, clauses, or phrases be declared unconstitutional or invalid.

**IV. Effective Date.** This Ordinance shall become effective immediately upon its adoption on second reading as required by Section 4-19 of the City Charter. **The rates adopted herein shall go into effect on June 10, 2023.**

PASSED and APPROVED on first reading on this the 2<sup>nd</sup> day of May 2023.

PASSED, APPROVED, AND ADOPTED on second and final reading this the 6<sup>th</sup> day of June 2023.

ATTEST:

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

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

S E A L



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding Ordinance 23-08 amending FY 2022-2023 official budget adopted by Ordinance 22-14

**Department:** Finance

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### BACKGROUND INFORMATION:

Typically, budget amendments are presented either biannually or quarterly when a need arises to revise the current year's approved fiscal budget to reflect changes that occur throughout the fiscal year. Most of the adjustments do not raise the bottom-line budget but are adjusted between line items. However, the insurance claim from the hail damage in the Spring 2022 Storm is a true budget amendment, increasing the budget revenue.

The budget amendment includes the following:

MOVE FROM	MOVE TO	AMOUNT	JUSTIFICATION
101-5-12-5515	101-5-33-5585	\$8,000.00	Christmas Tree
101-5-14-5333	101-5-33-5585	\$2,000.00	Christmas Tree
101-5-14-5105	101-5-13-5105	\$4,000.00	Department Head Mid Year Equity Adj.
101-5-14-5105	101-5-15-5105	\$4,000.00	Department Head Mid Year Equity Adj.
101-5-14-5105	101-5-20-5105	\$5,000.00	Department Head Mid Year Equity Adj.
101-5-14-5105	101-5-25-5105	\$5,000.00	Department Head Mid Year Equity Adj.
101-5-14-5105	101-5-33-5105	\$8,000.00	Department Head Mid Year Equity Adj.
101-5-16-5105	101-5-25-5105	\$28,000.00	Salary Increase-Malcolm, Wesley, Christi
101-5-16-5210	101-5-25-5210	\$2,800.00	TMRS Increase-Malcolm, Wesley, Christi
101-5-16-5215	101-5-25-5215	\$2,150.00	Social Security Increase-Malcolm, Wesley, Christi
101-4739	101-5-25-5518	\$4,700.00	M/V Repair By Contract-Hail damage repair(Ins. Money)
101-5-18-5554	101-5-18-5318	\$2,000.00	From Janitor Service to Coffee Room Supplies
101-5-20-5406	101-5-20-5518	\$3,000.00	M/V Repair & Maint Supplies to By Contract
101-4739	101-5-20-5518	\$3,800.00	M/V Repair By Contract-Hail damage repair(Ins. Money)
101-5-24-7105	101-5-44-7105	\$4,000.00	Rentals-Moved Richo Copier from Municipal Court to Garage
113-5-84-5330	101-5-33-5521	\$32,000.00	Emergency Drainage Repair at Park
103-5-77-5513	103-5-77-7223	\$9,040.00	To help cover Misc Engineer Cost
101-4739	101-5-33-5521	\$5,700.00	Roof Expenses YMCA & Sis Clark Building(Ins. Money)
101-4739	101-5-21-5521	\$1,500.00	Roof Expenses Animal Shelter Building(Ins. Money)
101-4739	101-5-18-5521	\$10,000.00	Paint City Hall Building (Ins. Money)
101-4739	102-5-71-5521	\$1,500.00	M/V Repair By Contract-Hail damage repair(Ins. Money)
101-4739	103-5-76-5521	\$2,000.00	M/V Repair By Contract-Hail damage repair(Ins. Money)
101-5-33-5583	101-5-90-5580	\$33,000.00	Contractually Obligated to give Chamber 100% of Receipts

**ORDINANCE NO. 23-08****BUDGET AMENDMENT****AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 OFFICIAL BUDGET,  
ADOPTED BY ORDINANCE NO. 22-14**

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

**WHEREAS**, the City Commission of the City of Breckenridge previously adopted Ordinance number 22-14, adopting the Official Budget of the City; and

**WHEREAS**, the City Commission desires to amend Ordinance Number 22-14, adopting the Official Budget of the City, by appropriating \$60,113 in General Fund, Water/Wastewater Fund and Street Maintenance Fund (as detailed below).

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

**SECTION 1**

The Official Budget of the City of Breckenridge, adopted by Ordinance No. 22-14, is hereby amended by the City Commission as follows:

**GENERAL FUND 101:****DEPT 00 - REVENUES:**

4738	Ins Casualty Loss Buildings	0	3,924	3,924
4739	Ins Casualty Loss-Vehicle/Equipment	0	56,189	56,189

**DEPT 12 - CITY MANAGER:**

5515	Professional Services	8,000	0	(8,000)
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**DEPT 13 - CITY SECRETARY:**

5105	Regular Salaries	44,990	48,990	4,000
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**DEPT 14 - PUBLIC WORKS  
DIRECTOR:**

5105	Regular Salaries	62,130	36,130	(26,000)
5333	Minor Equipment	3,000	1,000	(2,000)
DEPT 15 - ACCOUNTING:				
5105	Regular Salaries	74,797	78,797	4,000
DEPT 16 - CODE ENFORCEMENT:				
5105	Regular Salaries	38,563	10,563	(28,000)
5210	Employee Retirement	3,856	1,056	(2,800)
5215	Social Security	2,950	800	(2,150)
DEPT 18 - CITY ADMIN:				
5318	Coffee Room Supplies	650	2,650	2,000
5521	Building & Grounds Repair by Contract	5,000	15,000	10,000
5554	Janitor Services	2,000		(2,000)
DEPT 20 - POLICE:				
5105	Regular Salaries	673,150	678,150	5,000
5406	MV Repair & Maintenance	5,000	2,000	(3,000)
5518	M/V Repair by Contract	5,000	11,800	6,800
DEPT 21 - ANIMAL WELFARE:				
5521	Building & Grounds Repair by Contract	6,000	7,500	1,500
DEPT 24 - MUNICIPAL COURT:				
7105	Rentals-Ricoh Copier	4,000		(4,000)
DEPT 25 - FIRE:				
5105	Regular Salaries	475,531	508,531	33,000
5210	Employee Retirement	50,328	53,128	2,800
5215	Social Security/Medicare	41,012	43,162	2,150
5518	M/V Repair by Contract	12,000	16,700	4,700
DEPT 33 - PARKS:				
5105	Regular Salaries	156,535	164,535	8,000
5521	Building & Grounds Repair by Contract	12,500	50,200	37,700
5583	Hotel/Motel Special Events	33,000	0	(33,000)
5585	Special Events	0	10,000	10,000
DEPT 44 - GARAGE & WAREHOUSE:				
7105	Rentals Ricoh Copier	500	4,500	4,000

## DEPT 90 - NON-DEPARTMENTAL:

5580	Chamber H/M Payments	42,000	75,000	33,000
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## WATER FUND 102:

## DEPT 71 METER READER:

5518	M/V Repair by Contract	1,000	2,500	1,500
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## WASTEWATER FUND 103:

## DEPT 76- SEWER

## COLLECTIONS:

5518	M/V Repairs by Contract	3,000	5,000	2,000
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## DEPT 77 -W WT P:

5513	Misc. Engineers		9,040	9,040
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7223	Equipment Purchase	16,500	7,460	(9,040)
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STREET MAINTENANCE SALES TAX  
FUND 113:DEPT 84-STREET MAINT. SALES  
TAX:

5330	Street Maint. Supplies	250,000	218,000	(32,000)
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**SECTION 2**

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

**SECTION 3**

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

#### **SECTION 4**

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

#### **SECTION 5**

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

**DULY PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE ON THIS THE 2<sup>nd</sup> DAY OF MAY, 2023.**

**APPROVED:**

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**Bob Sims, Mayor**

**ATTEST:**

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**Jessica Sutter, Assistant City Secretary**