



Regular Council Meeting

MAY 18, 2021

7:00PM City Hall

1. Call to Order and Declaration of Quorum

a. Time _____

2. Invocation

3. Pledge of Allegiance to the United States of America

4. Greeting of Visitors

5. Public comment

Citizens are invited to address the City Council with public comments. Comments regarding items for which notice has not been given will be limited to three minutes, prior to discussion of agenda items, and Council responses shall be in accordance with Sec. 551.042 of the Texas Government Code. Comments regarding an item on the agenda may be given before or during discussion of that item. Comments that incite a breach of the peace are prohibited.

6. Business – Agenda documents and supporting material from the preceding Work Session Agenda
Input from staff or counsel; only as requested by Mayor / Council or if asked to be recognized for points of order

7. Approval of previous meeting's minutes, or notes

- a. Revision of April 20, 2021 Meeting, and approval
- b. Minutes for May 11, 2021 "Special" meeting

8. Reports:

- a. City Secretary Report
- b. City Clerk Report
- c. Council Representative to Community ISD
- d. City Code Inspector
- e. Comprehensive Planning Committee
- f. Finance Committee
- g. Ordinances Committee
- h. EDC
- i. Mayor's Report

9. Business

Input from staff or counsel; only as requested by Mayor / Council or if asked to be recognized for points of order.

- a. CPA Financial Report
- b. Discuss: LPD Stats for April.
- c. Discuss/Take Action: Pothole quote from Streamline.
- d. Discuss/Take Action: Update, with new quote for Williams Estates (Children at Play signs)
- e. Discuss/Take Action: Panarican Properties – *The development of two single family residences on 0.5 acres located at Lots 3, 4, 5 Kerens St., Nevada, TX 75173. To seek variance approval by Nevada City Council to build two single family residences on the lot specified.*
- f. Discuss/Take Action: Boat/RV Storage N FM 1138 – *Shaun King, and Scott Ratzman would like to discuss the Zoning category PD with variances they will need to move forward on the project.*
- g. Discuss/Take Action: Skyview Ln. B&B, Classic Car Restoration & Residential – *Paul Guillotte would like to speak with the Council about purchasing property, and restrictions, if any.*
- h. Discuss/Take Action: Ordinance 05-2021, Junk and Abandoned Vehicles – *Code enforcement*
- i. Discuss/Take Action: Lexington Development Agreement.

10. Executive Session

Reserved for Council to convene in accordance with Subchapter D. EXCEPTIONS TO REQUIREMENT THAT MEETINGS BE OPEN of the Texas Government Code CHAPTER 551.

11. Regular Session: Reconvene from Executive Session

12. If required, act on items reviewed in Executive Session

13. Future Agenda Items

Future agenda items shall be designated by the Mayor. In addition, a motion and a second from any two Councilpersons shall be sufficient to add an agenda item for a future meeting. Staff and counsel shall have prior consent of the Mayor to add an agenda item for a future meeting.

14. Adjournment/ Closing

I, Judy Hill, City Secretary, certify that the Agenda of the City of Nevada Council Regular Meeting to be held on **May 18, 2021**, and posted at City Hall on **May 14, 2021**.

Judy Hill

Judy Hill, City Secretary

NOTE: The City of Nevada, Texas, City Council meets regularly on the first and third Tuesday of each month at 7:00 P.M. The Council adheres to the printed Agenda for official action. Any individual desiring official action on a matter should submit a request for the item to be considered for inclusion on a future Agenda to the office of the City Secretary not later than fourteen (14) days prior to the Council Meeting.

City of Nevada - General Fund
2020-2021 Actual vs. Budget Financial Report
For the seven months ended April 30, 2021

	April 2021 Actuals	Current YTD Actuals	Budget	% of Budget
Revenue				
City Sales Taxes	6,581	53,599	90,000	59.55%
Franchise Fees				
Electric Franchise Fee	872	49,432	60,000	82.39%
Gas Franchise Fee	-	3,148	4,000	78.71%
Telephone Franchise Fee	1	533	1,000	53.34%
Trash Service Franchise Fee	1,193	3,365	4,000	84.13%
Franchise Fees - Other				
Total Franchise Fees	2,066	56,479	69,000	81.85%
Other Revenue				
Interest Income	16	37	-	100.0%
Property Taxes				
General Property Taxes	980	219,562	214,038	102.58%
Total Property Taxes	980	219,562	214,038	102.58%
Total Revenue from Administration	9,642	329,676	373,038	88.38%
Permit Fees				
Building Permit Fees	970	7,980	33,000	24.18%
Health/Food Permit Fees			500	0.0%
Subdivision/Development Fees	30,680	44,364	3,000	1,478.8%
Septic Permit Fees	-	570	6,200	9.19%
Permit Fees - Other	1,600	1,600	2,500	64.0%
Total Permit Fees	33,250	54,514	45,200	120.61%
Code and Traffic Enforcement				
Property Code Enforcement		-	-	0.0%
Traffic Violations		-	-	0.0%
Total Code and Traffic Enforcement		-	-	0.0%
Total Revenue from City Services	33,250	54,514	45,200	120.61%
Total Revenue	42,892	384,190	418,238	91.86%

**City of Nevada - General Fund
2020-2021 Actual vs. Budget Financial Report
For the seven months ended April 30, 2021**

	April 2021 Actuals	Current YTD Actuals	Budget	% of Budget
Expenses				
City Administration Expenses				
Animal Control		-	-	0.0%
City Council Expenses				
Consultant Fees		-	-	0.0%
Council Meeting Supplies		-	-	0.0%
Dues and Memberships	591	591	600	98.5%
Election Fees and Supplies	-	1,500	6,000	25.0%
Legal Services		-	-	0.0%
Training/Seminars		-	-	0.0%
Total City Council Expenses	591	2,091	6,600	31.68%
City Government Expenses				
Accounting Services	-	4,275	-	100.0%
Advertising & Notices		-	500	0.0%
Animal Control		-	4,000	0.0%
Bond(s)		-	-	0.0%
Central Appraisal Dist budget		1,455	1,500	97.0%
City Property Maintenance	370	5,365	5,000	107.3%
Contingency		-	1,225	0.0%
Contracted Services		-	2,000	0.0%
Dues and Subscriptions		-	3,000	0.0%
Electricity	1,804	6,163	10,000	61.63%
Equipment and Furniture		501	750	66.8%
Financial Audit		-	7,500	0.0%
Insurance		1,607	3,500	45.91%
Internet		-	800	0.0%
Legal Fees	10,690	36,815	30,000	122.72%
Legal Notices		1,493	1,000	149.3%
Mileage		-	-	0.0%
NSF Return Check	350	350	-	100.0%
Office Supplies	30	435	1,500	29.0%
Postage	18	18	500	3.6%
Property Tax Collection Fees		555	1,500	37.0%
Software/Cloud Services	37	3,637	5,000	72.74%
Technical/Legal Books		-	1,500	0.0%
Telephone	108	852	2,000	42.6%
Training/Seminars		-	-	0.0%
Travel & Lodging Expenses		-	-	0.0%
Water	32	256	350	73.14%
Website		-	500	0.0%
Total City Government Expenses	13,439	63,777	83,625	76.27%

**City of Nevada - General Fund
2020-2021 Actual vs. Budget Financial Report
For the seven months ended April 30, 2021**

	April 2021 Actuals	Current YTD Actuals	Budget	% of Budget
Payroll Expenses				
Salaries	12,460	64,793	95,760	67.66%
Payroll Taxes	926	4,808	8,000	60.1%
Unemployment Taxes	-	324	800	40.5%
Employee Health Insurance	586	4,684	20,000	23.42%
Payroll Processing Fees	186	1,078	1,000	107.8%
Total Payroll Expenses	14,158	75,687	125,560	60.28%
Public Safety				
Ambulance Service	10,695	10,695	12,000	89.13%
Fire Department Service		30,000	30,000	100.0%
Police Services	37,500	106,250	150,000	73.8%
Total Public Safety	48,195	146,945	192,000	76.53%
Streets and Roads				
Ditch and culvert upkeep		-	5,000	0.0%
Signs		-	4,000	0.0%
Street Repairs	-	44,770	60,000	74.62%
Trim bushes/trees		-	12,500	0.0%
Total Streets and Roads	-	44,770	81,500	54.93%
Inspections and P&D Expenses				
Building Inspections		17,793	10,000	177.93%
Health/Food Inspections		300	2,000	15.0%
Subdivision/Dev. Inspections		-	-	0.0%
Planning and Development	29,500	29,500	20,000	147.5%
Engineering Fees	-	19,825	25,000	79.3%
Other Inspections		5,057	5,000	101.14%
Total Inspections/P&D Expenses	29,500	72,475	62,000	116.9%
Municipal Court & Code Enforcement				
Clean up of Properties		-	3,000	0.0%
Code Enforcement - Other	211	1,424	2,500	56.96%
Judge Fees		-	3,000	0.0%
Contract Fees		-	1,000	0.0%
Deputy/Police Services		-	3,000	0.0%
City Attorney Fees		-	8,000	0.0%
Mileage Reimbursement		-	515	0.0%
Total Municipal Court Code Enf Exp	211	1,424	21,015	6.78%
Total City Expenses	106,093	407,169	572,300	71.15%
Total City Revenue	42,892	384,190	418,238	91.86%
Transfer from fund balance		22,978	154,062	14.92%
Budget Balance	(63,201)	(0)	-	100.0%

City of Nevada - Economic Development Corporation
2020-2021 Actual vs. Budget Financial Report
For the seven months ended April 30, 2021

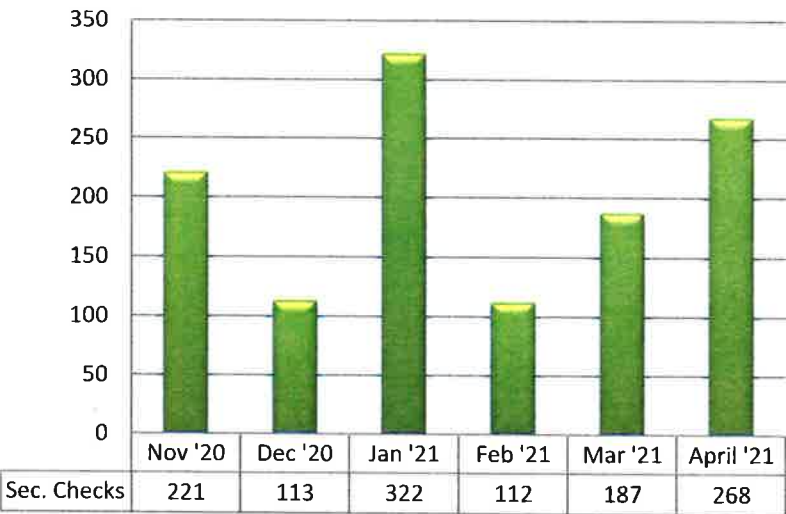
	April 2021 Actuals	Current YTD Actuals	Budget	% of Budget
Revenue				
City Sales Taxes	3,291	26,800	-	100.0%
Other Revenue				
Interest Income	4	16	-	100.0%
Total Revenue from Administration	3,295	26,816	-	100.0%
 Total EDC Revenue	 3,295	 26,816	 -	 100.0%
Transfer from fund balance		-		0.0%
Budget Balance	3,295	26,816	-	100.0%

City of Nevada
Bank Balance Report
As of April 30, 2021

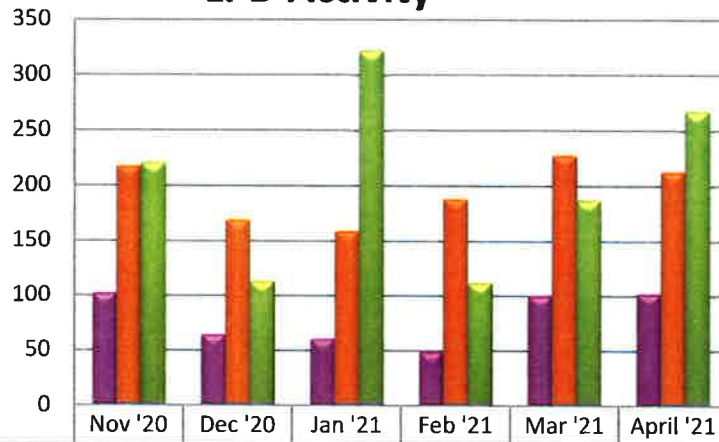
Bank Account Balances	General Fund	EDC Fund	Road Dev Account
As of April 30, 2021	\$941,827	\$182,235	\$2,964
Pending Sales Tax Transfer - FY 2020	-\$50,357	\$50,357	
Pending Sales Tax Transfer - FY 2021	-\$26,800	\$26,800	
Working Balance	<u>\$864,670</u>	<u>\$259,392</u>	<u>\$2,964</u>

						LPD Stats									
	April '20	May '20	June '20	July '20	Aug '20	Sept '20	Oct '20	Nov '20	Dec '20	Jan '21	Feb '21	Mar '21	April '21		
Total Traffic	27	69	69	88	80	106	103	102	64	60	49	100	102	311	
Parking Warn	7	4	2	23	30	34	17	8	0	0	1	10	1		
Parking Cite	0	0	0	1	1	0	1	2	0	3	0	0	0		
Total Parking	7	4	2	24	31	34	18	10	0	3	1	10	1		
Total CFS	190	241	235	208	210	191	211	218	169	159	188	228	213	788	
Sec. Checks	233	397	377	328	370	276	225	221	113	322	112	187	268	889	
Criminal Offenses (excludes "C" Traffic)	12	28	16	13	18	18	24	41	15	11	16	20	15		
Locations	Call Breakout														
Lavon	133														
Nevada	25														
Others*	56														
	214														
Traffic Calls															

LPD Security Checks

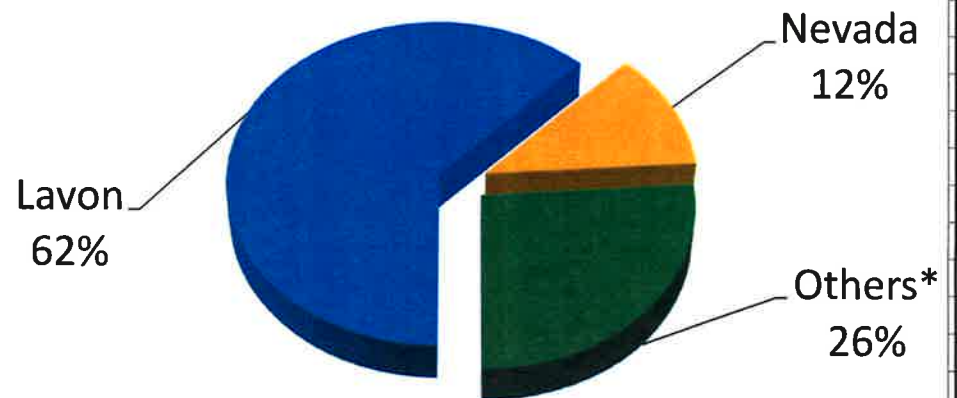


LPD Activity



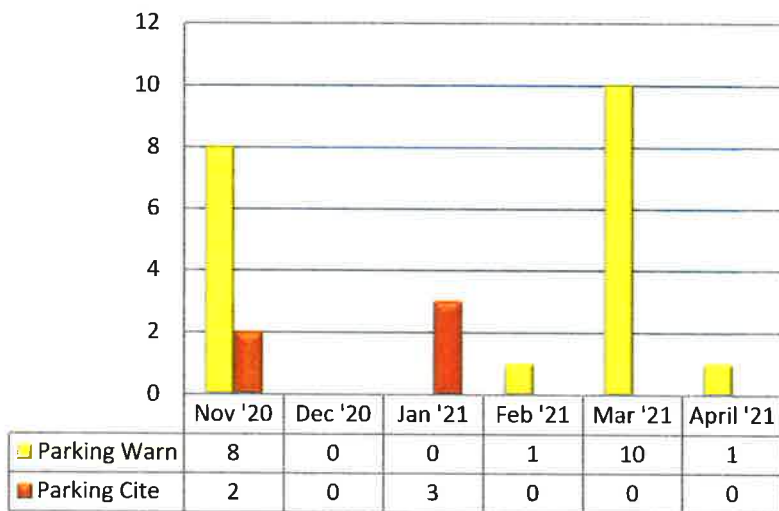
Traffic	102	64	60	49	100	102
Calls	218	169	159	188	228	213
Sec. Checks	221	113	322	112	187	268

LPD Call Breakout

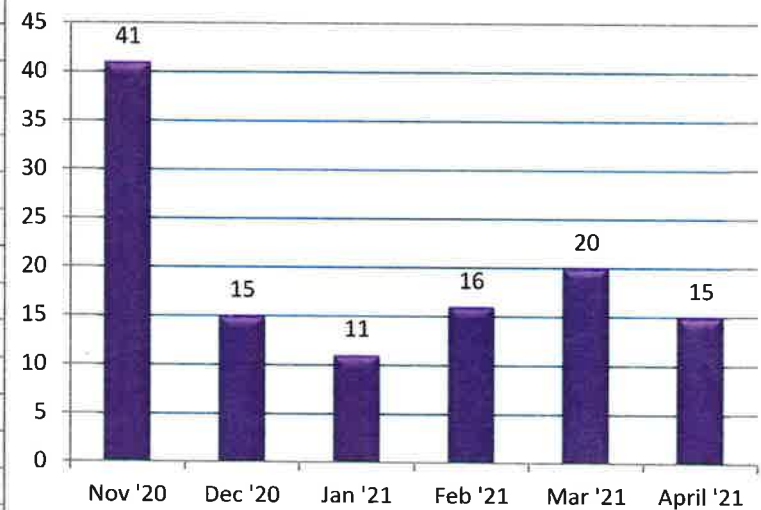


* May include other cities and /or unincorporated areas of the County

LPD Parking



LPD Criminal Offenses (excludes "C" Traffic)



Streamline Property Maintenance

647 Emily Ln
Van Alstyne, TX 75495 US
streamlinepropertymaintenance@gmail.com

Estimate

ADDRESS

City Secretary Judy Hill
City of Nevada
424 E. FM 6
Nevada, Tx 75173

ESTIMATE

1039

DATE

05/10/2021

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Services	Call out fee ***This is a one time fee for each time Streamline Property Maintenance is called to active duty to patch pot holes***	1	750.00	750.00
	Services	Potholes will be patched with a DOT approved cold patch material and will be charged by the bag.	1	50.00	50.00
	Services	Emergency Call out fee ***One Time call out fee if we are needed for an emergency after hours or are called to active duty immediately.***	1	1,250.00	1,250.00

Potholes will be patched with a DOT approved cold patch material and will be charged by the bag.
Streamline Property Maintenance will sweep out potholes prior to placing patching material, raking and packing in.
Patching potholes is only a temporary repair and can possibly reopen due to inclement weather and rain.
Streamline Property Maintenance will not be responsible for any potholes reoccurring due to weather.

TOTAL

\$2,050.00

Accepted By

Accepted Date

Streamline Property Maintenance

647 Emily Ln
Van Alstyne, TX 75495 US
streamlinepropertymaintenance@gmail.com

Estimate

ADDRESS
City Secretery Judy Hill
City of Nevada
424 E. FM 6
Nevada, Tx 75173

ESTIMATE 1040
DATE 05/10/2021

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Services	Install 2 2-3/8 post for slow/children at play signs Install 2 signs on new installed posts Install 4 signs on existing posts Streamline Property Maint. will supply 2 galvanized posts and concrete The City of Nevada will supply signs & hardware for mounting to 2-3/8 posts	1	350.00	350.00

TOTAL \$350.00

Accepted By

Accepted Date

Slow Sign: Slow: Kids at Play (with Graphic)
(K-8147)



Quantity / Price (Per Sign)

- 18" x 24"
- Reflective Aluminum Signs

•

3M Engineer Grade Reflective Alum.

\$33.75

33.75 X 6 = \$199.00



2 3/8" Round Center Mount Sign Bracket - Single-Sided

\$3.85

\$3.85 X 12= 46.20

Total: 245.20



Kerens Lots Proposal



Presented by Legacy Community Home Builders, LLC



AGENDA

- ❖ Overview
- ❖ Goals
- ❖ Request to Council
- ❖ Project Details
- ❖ Questions

Overview and Goal



Overview

The development of **two single family residences** on 0.5 acres located at Lots 3,4,5 Kerens ST, Nevada, TX 75173.

Goal

To seek variance approval by Nevada City Council to build two single family residences on the lot specified.

Overview and Goal

City Ordinance

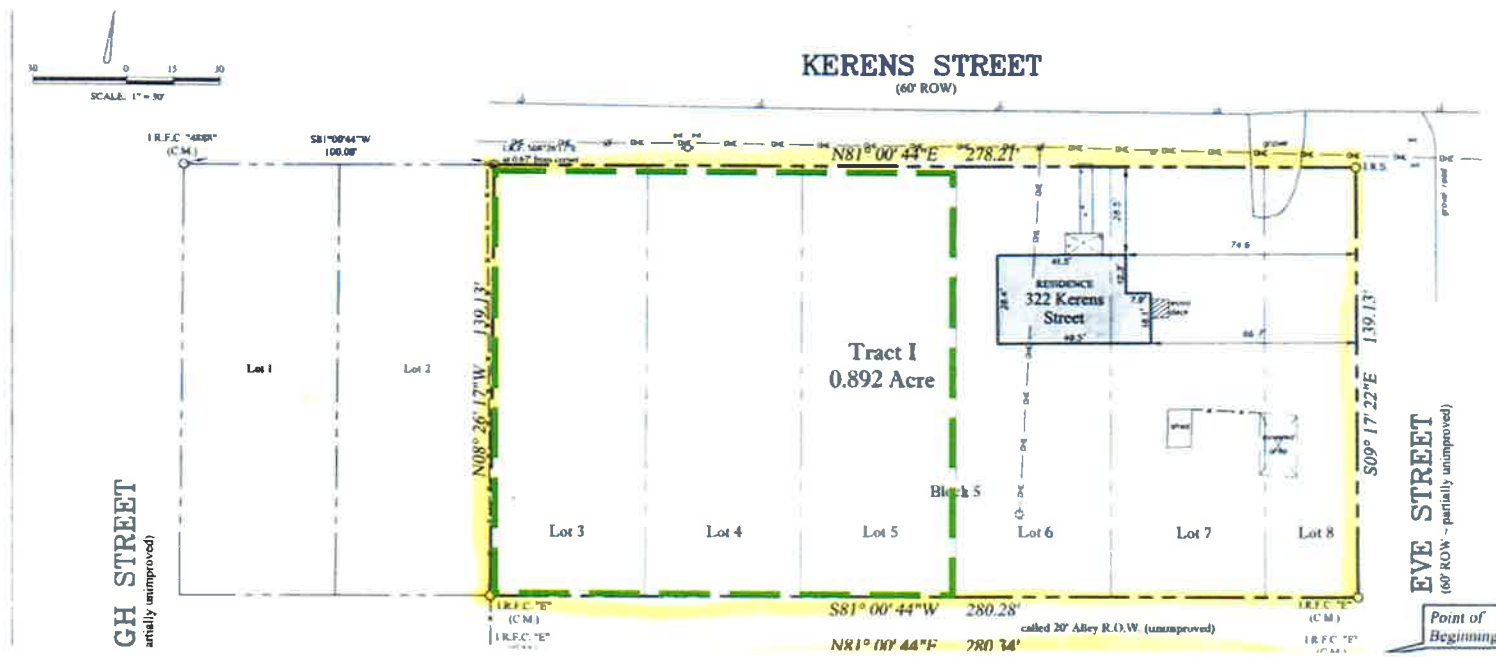
- District for detached houses on individual lots require a minimum lot size of 1/4th acre
- According to article 3, section 3.1, part C, a minimum of 100 feet width is required
- The width on this Kerens St lot is 155 feet wide

Request to the Council

- Request a variance to subdivide into 2 lots
- Each individual lot would measure 77.5 feet wide
- Previous developments at 401 and 405 Kerens approved at 75 feet wide and 117 & 119 Eve St approved at 55 feet wide

Project Details

Lot 3,4,5 Kerens ST, Nevada, TX 75173 (*Lot Size 0.5 Acres)



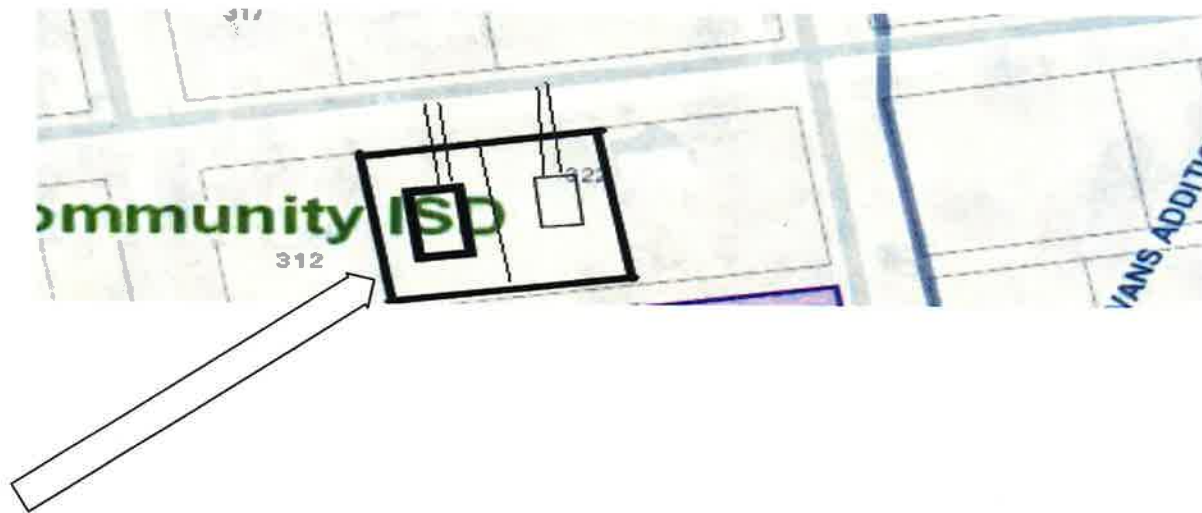
Project Details

Lot 3, 4, 5 Kerens ST, Nevada, TX 75173 (*Lot Size 0.5 Acres)



Project Details

2 Single Family Residences w/driveway facing Kerens ST



Project Details

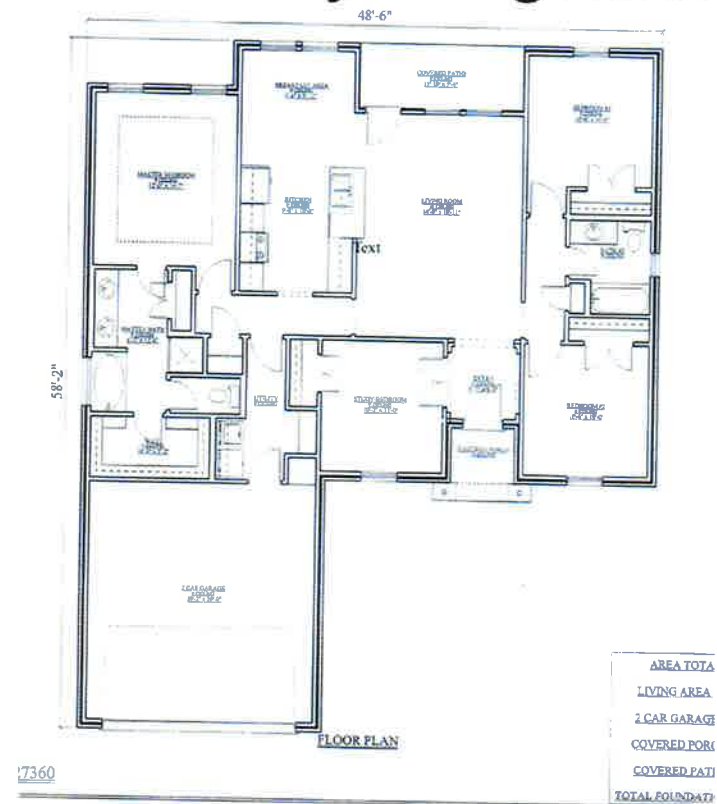
Lot #1 w/driveway facing Kerens ST





Project Details

Lot #1 w/driveway facing Kerens ST



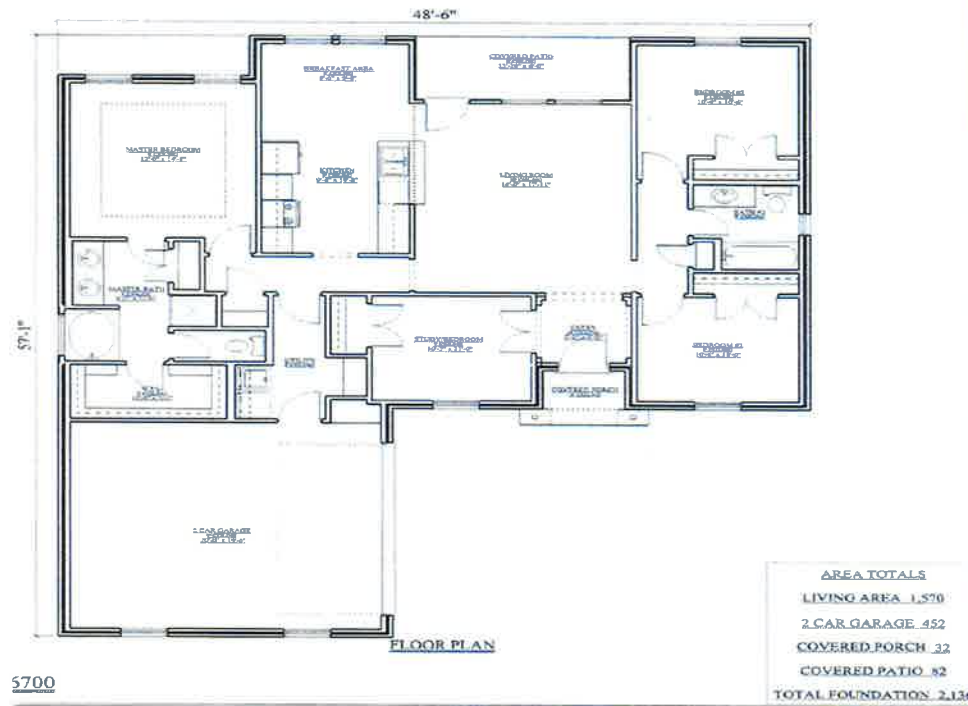
Project Details

Lot #2 w/driveway facing Kerens ST



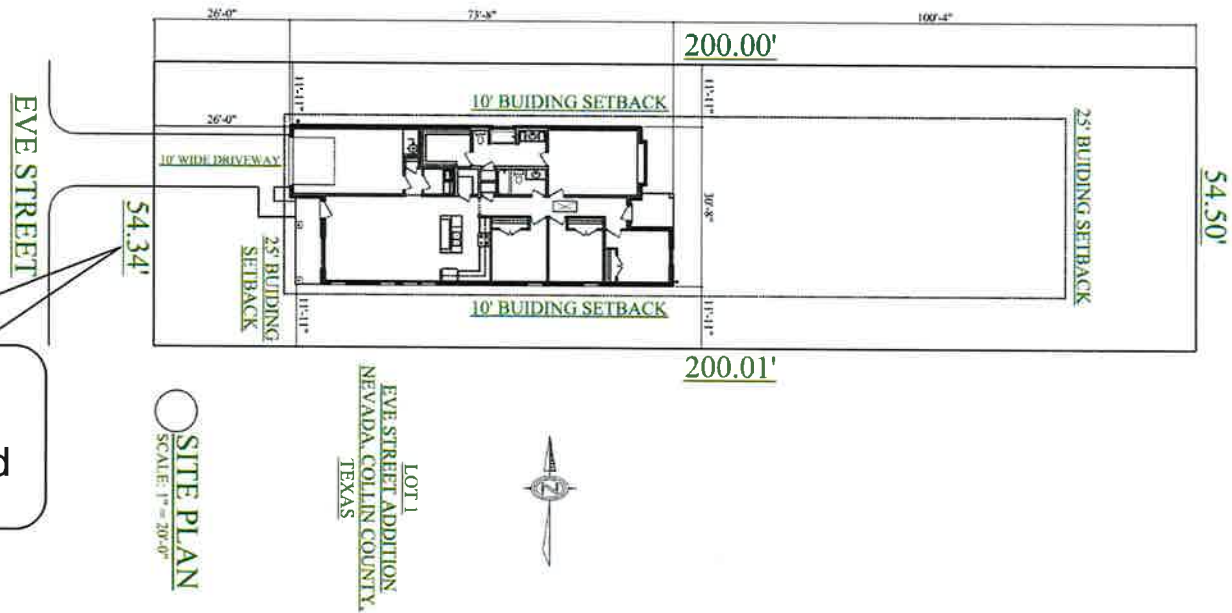
Project Details

Lot #2 w/driveway facing Kerens ST



Previously Approved Project 117 & 119 Eve ST

Site Plan



Eve St showing
54.34' feet approved

Projects Built - 139 Center ST



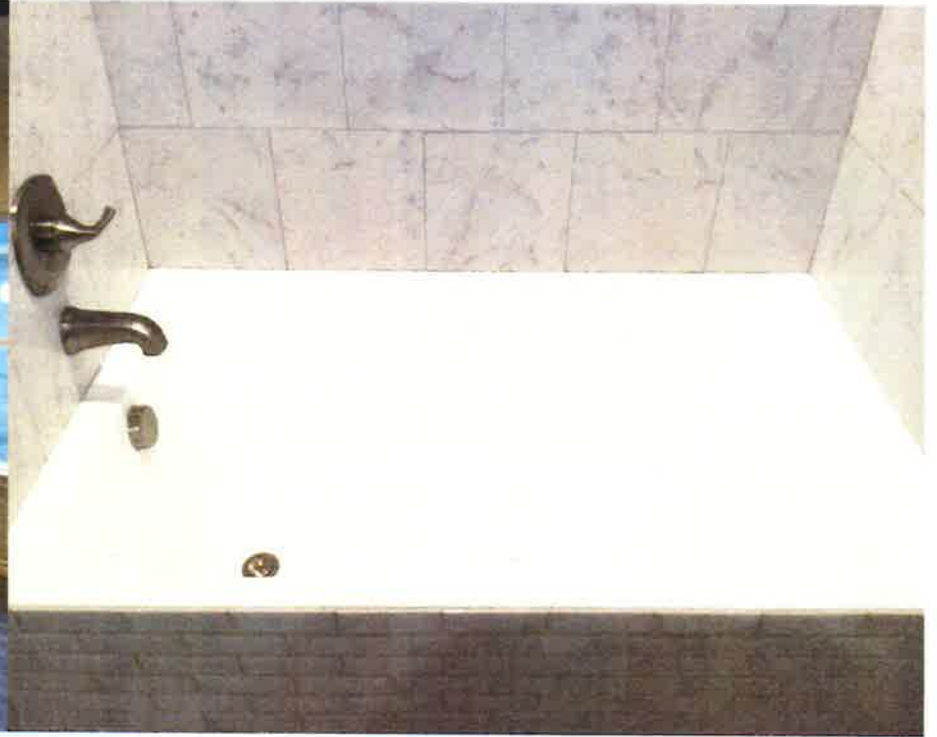
Latest projects built - 117 and 119 Eve St



Latest projects built - 117 and 119 Eve St



Interior Images of 117 and 119 Eve St





NEVADA STORAGE FACILITY

NEVADA, TEXAS

CONCEPT PLAN

[illegible]

THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW UNDER THE
AUTHORITY OF
CHAD A. WALLACE,
P.E. Tx No. 127255
IT IS NOT INTENDED
FOR CONSTRUCTION,
BIDDING OR PERMIT
PURPOSES.
3/8/21

PROJECT NUMBER	
DATE	DRAWN BY
DESIGN BY	CHECKED BY
SHEET	
1	

CITY OF NEVADA
ORDINANCE NO. 20-__

AN ORDINANCE OF THE CITY OF NEVADA, COLLIN COUNTY, TEXAS REGULATING ABANDONED VEHICLES AND JUNKED VEHICLES; PROVIDING AUTHORITY TO TAKE POSSESSION OF ABANDONED VEHICLES; PROVIDING FOR NOTICE TO OWNERS AND LIENHOLDERS; PROVIDING FOR AUCTION OF ABANDONED VEHICLES; PROVIDING FOR PERFECTION OF LIENS BY GARAGEKEEPERS ON ABANDONED VEHICLES; PROVIDING FOR DISPOSAL OF ABANDONED VEHICLES; DECLARING JUNKED VEHICLES A PUBLIC NUISANCE; PROVIDING PROCEDURES FOR THE DISPOSITION OF JUNKED VEHICLES; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY BY FINE OF NOT MORE THAN FIVE HUNDRED DOLLARS PER OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Nevada is a Type A General Law Municipality as defined by the Texas Local Government Code; and

WHEREAS, the City of Nevada adheres to the State Laws which also include the Texas Transportation Code; and

WHEREAS, the Nevada City Council finds that it is in the best interest of the citizens of Nevada to adopt an Ordinance that regulates abandoned vehicles and junked vehicles and to improve the health, safety and welfare of its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, COLLIN COUNTY, TEXAS, AS FOLLOWS:

SECTION 1. GENERALLY

A) DEFINITIONS:

Abandoned motor vehicle. A motor vehicle that is inoperable, is over five (5) years old and has been left unattended on public property for more than forty-eight (48) hours, or a motor vehicle that has remained illegally on public property for a period of more than forty-eight (48) hours, or a motor vehicle that has remained on private property without the consent of the owner or person in control of the property for more than forty-eight (48) hours, or a motor vehicle left unattended on the right-of-way of any designated county, state or federal highway within this state in excess of forty-eight (48) hours, or in excess of twenty-four (24) hours on any turnpike project constructed and maintained by the Texas Turnpike Authority or a controlled access highway, or is considered an abandoned motor vehicle under Section 644.153(r) of the TX Transportation Code.

A motor vehicle is "illegally" parked if it is parked in violation of any applicable state law, county regulation or city ordinance. This article does not preclude the immediate removal of an illegally parked motor vehicle from public or private property by an authorized person if other applicable law authorizes such immediate removal.

Antique vehicle. A passenger car or truck that is at least twenty-five (25) years old.

Motor vehicle collector. A person who owns one or more antique or special interest vehicles and collects, acquires, or disposes of special interest or antique vehicles for his own personal use to restore and preserve an antique or special interest vehicle for historic interest.

Motor vehicle demolisher. Any person in the business of converting motor vehicles into processed scrap or scrap metal or otherwise wrecking or dismantling motor vehicles.

Garagekeeper. Any owner or operator of a motor vehicle storage facility.

Junked vehicle. Any motor vehicle that is self-propelled, including a motor vehicle, aircraft or watercraft, and displays an expired license plate or does not display a license plate and:

- (1) Is wrecked, dismantled or partially dismantled, or discarded; or
- (2) Is inoperable and has remained inoperable, for more than seventy-two (72) hours if the vehicle is on public property, or for more than thirty (30) consecutive days if the vehicle is on private property.

Motor vehicle. A vehicle subject to registration under chapter 501, V.T.C.A., Transportation Code.

Special interest vehicle. A motor vehicle of any age which has not been changed from original manufacturer's specifications and, because of its historic interest, is being preserved by a hobbyist.

Vehicle storage facility. A vehicle storage facility defined by section 2303.002, V.T.C.A., Occupations Code, that is operated by a person who holds a license issued under chapter 2303 to operate that vehicle storage facility.

B) ENFORCEMENT GENERALLY. The administration of this ordinance shall be the responsibility of the code enforcement officer or chief of police or their authorized designee to enter upon private property for the purposes specified in the procedures adopted in this ordinance to examine vehicles or parts thereof, obtain information as to the identity of vehicles, and to remove or cause the removal of a vehicle or parts thereof declared to be a nuisance pursuant to the procedures. The municipal or other court having jurisdiction shall have authority to issue any order necessary to enforce the procedure set out in this ordinance. Nothing in this ordinance shall affect parking of a vehicle left upon public property or on public rights-of-way which vehicle constitutes obstruction of traffic.

SECTION 2. ABANDONED VEHICLES

A) AUTHORITY TO TAKE POSSESSION. The chief of police or his designee or authorized agent is authorized to take into custody any abandoned motor vehicle, watercraft or outboard motor found on public or private property. See chapter 683, Texas Transportation Code, section 683.011.

B) NOTICE OF IMPOUNDMENT. The chief of police or his designee or authorized agent shall notify within ten (10) days, by certified mail, return receipt requested, the last known

registered owner and all lienholders of record pursuant to the Certificate of Title Act (chapter 501, Transportation Code), that he has taken into custody an abandoned motor vehicle under the provisions of this article. The notice shall describe the year, make, model, and vehicle identification number of the abandoned motor vehicle, give the location of the facility where the motor vehicle is being held, inform the owner and any lienholders of their right to reclaim the motor vehicle not later than the 20th day after the date of the notice, on payment of all towing, preservation and storage charges resulting from placing the vehicle in custody. The notice shall state that the failure of the owner or lienholders to exercise their right to reclaim the vehicle within the time provided shall be deemed a waiver by the owner and all lienholders of all right, title and interest in the vehicle and their consent to the sale of the abandoned motor vehicle at a public auction to be held by the city. If the identity of the last registered owner cannot be determined, if the registration contains no address for the owner, or if it is impossible to determine with reasonable certainty the identity and address of all lienholders, notice by one publication in one newspaper of general circulation in the area where the motor vehicle was abandoned is sufficient notice.

C) SALE OF UNCLAIMED VEHICLES.

- 1) If an abandoned motor vehicle has not been reclaimed within twenty (20) days after the date of notice and upon payment of all towing, preservation, and storage charges resulting from its impoundment, the chief of police or his authorized agent shall sell the abandoned motor vehicle at a public auction. Proper notice of the public auction shall be given and, in the event a vehicle is to be sold in satisfaction of a garagekeeper's lien, the garagekeeper shall be notified of the time and place of such auction.
- 2) The police department, or authorized agent, shall furnish a sales receipt for each vehicle to the purchaser thereof at the public auction. The proceeds shall be applied first to reimburse the police department for the expenses of the auction, costs of towing, preserving and storing the vehicle, and all notice and publication costs, and any remainder from the proceeds of the sale shall be held for the owner of the vehicle or entitled lienholder for ninety (90) days, and then shall be deposited in a special fund which shall remain available for the payment of auction, towing, preserving, storage and all notice and publication costs which result from placing other abandoned vehicles in custody, whenever the proceeds from a sale of such other abandoned motor vehicles are insufficient to meet these expenses and costs. The city may transfer funds in excess of \$1,000.00 to the city's general fund to be used by the police department.

D) VEHICLES ABANDONED AT STORAGE FACILITY.

- 1) The police department, upon receipt of a report from a garagekeeper of the possession of a vehicle deemed abandoned under the provisions of this article, shall follow the notification procedures set forth herein for the giving of notice to owners and lienholders of abandoned vehicles, except that custody of the vehicle shall remain with the garagekeeper until after the notification requirements have been complied with.
- 2) A fee of ten dollars (\$10.00) shall accompany the report of the garagekeeper to the police department and such fee shall be retained by the police department receiving the report and used to defray the cost of notification or other cost incurred in the

disposition of such vehicle, and such fee shall be deposited in the general fund of the city. Abandoned vehicles left in storage facilities, which are not reclaimed after notice given in accordance with this article shall be taken into custody by the police department and sold at auction. In the cases of other abandoned motor vehicles, the proceeds of the sale shall first be applied to the garagekeeper's charges for servicing, storage and repair; provided, however, that the police department shall retain an amount of two percent (2%) of the gross proceeds of the sale for each vehicle auctioned, but in no event shall it retain less than ten dollars (\$10.00), to be used to defray expenses of custody and auctions.

- E) DISPOSAL TO DEMOLISHER.** The police department or its authorized agent is authorized to apply to the state department of transportation for authority to sell, give away or dispose of any abandoned vehicle in its possession to a demolisher in accordance with the provisions of section 683.051, V.T.C.A., Transportation Code.

SECTION 3. JUNKED VEHICLES

- A) DECLARATION OF NUISANCE.** Junked vehicles which are located in any place where they are visible from a public place or public right-of-way at any time of the year are detrimental to the safety and welfare of the general public, tend to reduce the value of private property, invite vandalism, create fire hazards, constitute an attractive nuisance creating a hazard to the health and safety of minors, and are detrimental to the economical welfare of the state by producing urban blight which is adverse to the maintenance and continuing development of the city, and such vehicles are therefore declared to be a public nuisance.
- B) AUTHORITY TO ABATE JUNK VEHICLES.** The administration of the procedures of this section shall be carried out by the chief of police, code enforcement officer, or the designee of either of them, except that the removal of vehicles or parts thereof from property may be accomplished by any other duly authorized person, including wrecker service operators who have a valid and subsisting contract with the city.
- C) NOTICE OF VIOLATION.** A notice of violation must be personally delivered or sent by certified mail, return receipt requested, to:
- 1) the last known registered owner of the nuisance;
 - 2) each lienholder of record of the nuisance; and
 - 3) the owner or occupant of:
 - a. the property on which the Nuisance is located; or
 - b. if the nuisance is located on a public right-of-way, the property adjacent to the right-of-way.
 - 4) If the post office address of the last known registered owner of the nuisance is unknown, notice may be placed on the junked vehicle or, if the owner is located, personally delivered.
 - 5) If notice is returned undelivered, action to abate the nuisance shall be continued to a

date not earlier than the 11th day after the date of the return.

D) CONTENT OF NOTICE. The notice must state:

- 1) the nuisance must be abated and removed not later than the 10th day after the date on which the notice was personally delivered or mailed; and
- 2) any request for a hearing must be made before that 10-day period expires.

E) HEARING. Where a hearing is requested by the owner or occupant of the public or private premises, or by the owner or occupant of the premises adjacent to the public right-of-way on which such a vehicle is located, within ten (10) days after service of notice to abate the nuisance, a public hearing prior to the removal of the vehicle or part thereof as a public nuisance must be held before the municipal judge of the city. It shall be the responsibility of the city prosecuting attorney to prosecute the case on behalf of the city.

F) ORDER TO ABATE. At the conclusion of the hearing, should the municipal judge find that such vehicle is a public nuisance as defined herein, he shall enter an order requiring the removal of the vehicle or part thereof from the public or private property or public right-of-way where it is situated.

G) CONTENT OF ORDER. If the information is available at the site, the order shall include:

- 1) for a motor vehicle, the vehicle's:
 - a. description;
 - b. vehicle identification number; and
 - c. license plate number;
- 2) for an aircraft, the aircraft's:
 - a. description; and
 - b. federal aircraft identification number as described by Federal Aviation Administration aircraft registration regulations in 14 C.F.R. Part 47; and
- 3) for a water craft, the watercraft's:
 - a. description; and
 - b. identification number as set forth in the watercraft's certificate of number.

F) JUNK VEHICLE DISPOSAL. A junked vehicle, including a part of a junked vehicle, may be removed to a scrapyard, a motor vehicle demolisher, or a suitable site operated by a municipality or county. A municipality or county may operate a disposal site if its governing body determines that commercial disposition of junked vehicles is not available or is inadequate. A municipality or county may:

- 1) finally dispose of a junked vehicle or vehicle part; or
- 2) transfer it to another disposal site if the disposal is scrap or salvage only

G) NOTICE TO TEXAS DEPARTMENT OF TRANSPORTATION. The police department, or authorized agent, shall give notice to the state department of transportation within five (5) days after the date of removal of the motor vehicle, identifying the vehicle or part thereof.

- H) NOTICE TO PARKS AND WILDLIFE DEPARTMENT.** The police department, or authorized agent, shall give notice to the state parks and wildlife department within five (5) days after the date of removal of the watercraft, identifying the watercraft or part thereof.
- I) REMOVAL TO ANOTHER UNLAWFUL LOCATION.** The relocation of a junked vehicle that is a public nuisance to another location in the city or within 5,000 feet of the city's boundaries after a proceeding for the abatement and removal of the junked vehicle has commenced has no effect on the proceeding if the junked vehicle constitutes a public nuisance at the new location.
- J) EXCEPTIONS.** Procedures adopted under this section may not apply to a vehicle or vehicle part:
- 1) that is completely enclosed in a building in a lawful manner and is not visible from the street or other public or private property; or
 - 2) that is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard; or
 - 3) that is an antique or special interest vehicle stored by a motor vehicle collector on the collector's property, if the vehicle or part and the outdoor storage area, if any, are:
 - a) maintained in an orderly manner;
 - b) not a health hazard; and
 - c) screened from ordinary public view by appropriate means, including a fence, rapidly growing trees, or shrubbery.
- K) NUISANCE UNLAWFUL.** It is unlawful for any person, corporation, or other entity to permit or allow a public nuisance to be placed in public view.
- L) FAILURE TO PROVIDE NOTICE.** The provision of notice is not a condition precedent to the prosecution of an offense alleged to have occurred under this ordinance. Failure to provide the notice specified above shall not be a defense to the prosecution of an offense alleged to have occurred under this ordinance.

SECTION 4. ADOPTION

This ordinance is hereby adopted as an ordinance of the City of Nevada, Texas, and the provisions contained herein shall apply to abandoned vehicles and junked vehicles as herein defined, which are now in existence or which may hereafter become a public nuisance in the jurisdiction of the City of Nevada, as defined in this ordinance.

SECTION 5. REPEALER CLAUSE

That all ordinances of the City of Nevada, Texas, in conflict with the provisions of this ordinance, are hereby repealed and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. SEVERABILITY CLAUSE

If any word, phrase, paragraph, section or portion of this ordinance is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining portions of the ordinance shall not be affected thereby, and such illegal, invalid or unenforceable word, phrase, paragraph, section or portion shall not affect the ordinance as a whole.

SECTION 7. PENALTY

Any person, firm, company, partnership, corporation, or association violating any provision of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined an amount of not more than five hundred dollars (\$500.00) for each such violation, and each and every day the provisions of this ordinance are violated shall constitute a separate and distinct offense.

SECTION 8. PUBLICATION

In accordance with Section 52.011 of the Local Government Code, the caption of this ordinance shall be published either (a) in every issue of the official newspaper of the City of Nevada for two days, or (b) one issue of the newspaper if the official newspaper is a weekly paper.

SECTION 9. EFFECTIVE DATE

This ordinance shall be effective upon publication as required in Section 8 above.

PASSED AND APPROVED this ___ day of _____, 2021.

CITY OF NEVADA, TEXAS

Trace Kinnard, Mayor

ATTEST:

Judy Hill, City Secretary

APPROVED AS TO FORM:

James E. Shepherd, City Attorney

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and executed this _____ day of _____, 2020 (the "Effective Date"), by and among the CITY OF NEVADA, TEXAS, a municipal corporation existing under the laws of the State of Texas (the "City"), Cope Equities, LLC a Texas limited liability company that is both ("Property Owner") and ("Developer"). The City, the Property Owner and the Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Property Owner is the owner of that certain approximate 79.897 acre tract of land located in the extraterritorial jurisdiction ("ETJ") of the City and being more particularly described on Exhibit A attached to this Agreement and made a part hereof (the "Property"), and

WHEREAS, the Parties intend that the Property be developed in accordance with the mutually agreeable regulations provided in this Agreement, and

Whereas, the Property Owner has been notified of his right under Section 43.033(7) of the Texas Local Government Code (the "Local Government Code"), to enter into a development agreement in lieu of annexation by the City, and the Property Owner has waived and does waive his right to avoid annexation of land under an agricultural exemption; all as set forth in this Agreement, and

WHEREAS, the Parties desire that the Property be developed into a quality development and agree that the securing of financing for the development of the Property requires an agreement providing long term certainty in regulatory requirements and development standards regarding the Property, and

WHEREAS, the Parties desire to obtain the benefits of certainty and predictability regarding future development of the Property that can be provided by a development agreement for property that is currently located in the ETJ of the City, and which is to be annexed into the City as set forth in this Agreement, and

WHEREAS, the Parties have the power and authority to enter into this Agreement, including, but not limited to, the authority granted by Section 212.172 of the Texas Local Government Code,

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS.

"City Council" means the City Council of the City.

"Development Plan" means the Development Plan attached hereto as Exhibit B which Development Plan and includes the Development Standards attached hereto as Exhibit C.

"Lender" means a person or entity that receives a collateral assignment, pledge, security interest, lien or other encumbrance of or in all or any part of the Property or in Developer's right, title and interest in and to this Agreement to secure repayment of a debt or performance of an obligation by Developer.

"Lot Owner" means any "end-buyer of a fully developed and improved lot" within any platted single family residential subdivision as such phrase is used in Section 212.172(f) of the Local Government Code. Without limiting the foregoing, for purposes of this Agreement: (A) the term "end-buyer" means any owner, developer, tenant, user or occupant and (B) the term "fully developed and improved lot" means any lot, regardless of the use, for which a final plat has been approved by the City and recorded in the Official Real Property Records of Collin County, Texas.

II. ANNEXATION AND DEVELOPMENT.

1. **Annexation.** The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City Property taxes, until annexed under the terms of this Agreement.

2. **Development Plan.** Development of the property shall be in accordance with the conceptual plan of development, which is incorporated herein by reference and attached hereto as Exhibit B (as the same may be modified from time to time by written agreement of the owner, the developer and the City, the "Development Plan"). All development applications shall substantially comply with the Development Plan. Owner may make minor revisions to the development plan so long as the total number of single-family lots does not exceed 65 single family lots. All ordinance provisions of the City not specifically modified by specific provisions of the Development Plan and Development Standards shall be in effect and enforceable within the property as they are in the remainder of the City. No lot shall be less than one net acre in size.

3. **Regulations Applicable.** The following regulations apply to development of the Property ("Governing Regulations"):

a. All regulations pertaining to the development of the Property set forth in this Agreement and all exhibits hereto (including the Development Plan);

b. The City's current subdivision ordinance (as of the Effective Date of this Agreement); and with construction plans for drainage, roads and any other construction to be dedicated to the City on annexation approved by the city engineer and accepted by the city council on the final plat.

c. The special regulations set forth on Exhibit C ("Development Standards").

d. All uniform building, fire, plumbing, electrical, mechanical, energy, and property maintenance codes adopted by the City from time to time, including generally applicable local amendments thereto; and

e. Development of the Property shall be governed by and occur in accordance with the development regulations set forth in the City's Comprehensive Zoning Ordinance, as SF-1/22; , as specifically modified by the Development Standards attached hereto as Exhibit C.

4. Inconsistent Development. Developer agrees that any development application that is submitted to the City for any portion of the Property during the term of this Agreement that is inconsistent with the Governing Regulations may be denied by the City.

5. Annexation and Zoning. The Parties agree that the Property shall be annexed by the City upon to the Property becoming contiguous to the City Limits of Nevada. . Owner expressly agrees and petitions the Property be annexed, in whole or in part, by the City on the Property becoming contiguous to the Nevada city limits. Upon annexation, the City shall have all of the same enforcement rights to enforce compliance with the Governing Regulations with respect to the Property that it otherwise enjoys under the law to enforce development regulations within the City limits. Following annexation, the Parties contemplate, and the Owner expressly agrees that the City will zone the Property to a zoning district ("District") that is consistent with the Governing Regulations. The City agrees, to the extent permitted by Section 212.172 of the Texas Local Government Code, to zone the Property to Nevada Zoning District SF-1/22 is consistent with the Governing Regulations. Regardless of the zoning of the Property after annexation, nothing herein shall be construed to prevent the Property from being developed in accordance with this Agreement. If the Property is zoned as contemplated by the Parties, the zoning shall be consistent with the Governing Regulations. Following annexation and zoning of the Property, any development of the annexed land may begin and shall thereafter be in accordance with this Agreement, unless the zoning of the Property is inconsistent with this Agreement, in which case Owner may, at its option, choose to develop in accordance with such zoning.

6. Inspection. City inspection services for public improvements on the property, and for residential construction, begin on the filing of the preliminary plat approved by the City. City public safety services (Law enforcement and Fire Department, if available) would not commence until the property is annexed into the City.

III. WATER SYSTEM.

1. Certificate of Convenience and Necessity - The City is served with water by the Nevada Special Utility District, the holder of a water CCN that includes the Property.

2. Water Service - Owner agrees and acknowledges the water supply to the City and the Property is subject to the terms and conditions of the City's sole source of potable water, the Nevada Special Utility District, and the City has no duty to provide any additional source, quantity, or quality of water to the Property.

IV. ROADWAY SYSTEM.

~~1. Interior Roadway Construction~~ On all interior roads in the subdivision, the City has approved rights of way, as shown in the final plat, a copy of which is attached as Ex B. Curb Laydown curb and gutter drainage facilities are required.

V. TERM OF AGREEMENT.

This Agreement is a development agreement authorized by Section 212.172 of the Local Government Code. This Agreement shall continue in effect for a term of fifteen (15) years after the Effective Date and may be renewed by written agreement of the City and the Developer for two (2) successive periods of fifteen (15) years each, up to a maximum of forty-five (45) years after the Effective Date.

VI. COLLATERAL ASSIGNMENT BY DEVELOPER TO LENDER.

Developer shall have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber its right, title and interest in and to this Agreement for the benefit of its Lender without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any Lender to perform any obligations or incur any liability under this Agreement unless the Lender agrees in writing to perform such obligations or incur such liability, or, unless the Lender becomes the Property Owner of all or some portion of the Property. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a Lender, whether judicial or non-judicial.

VII. TERMINATION.

In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties must promptly execute and file of record, in the Official Public Records of Real Property of Collin County, Texas, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred. This Agreement may be terminated by the mutual written agreement of the Parties.

VIII. DEFAULTS.

1. If a party is in default under this Agreement, the non-defaulting party must notify all parties in writing of an alleged failure by the non-defaulting party to comply with a provision of this Agreement, which notice must specify the alleged failure with reasonable particularity. The alleged defaulting party must, within thirty (30) days after receipt of such notice or such longer period of time as may be specified in such notice, either cure such alleged failure or, in a written response, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

2. The non-defaulting party must determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting party. The alleged defaulting party must make available, if requested, any records, documents or other information necessary to make the determination.

3. If the non-defaulting party determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the non-defaulting party, or that such failure is excusable, such determination must conclude the investigation.

4. If the non-defaulting party determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured in a manner and in accordance with a scheduling reasonably satisfactory to the non-defaulting party, then the non-defaulting party may proceed to mediation.

5. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described hereinabove, the parties agree to submit the disputed issue to non-binding mediation. All parties to this Agreement shall participate in this mediation. The parties must participate in good faith, but in no event must they be obligated to pursue mediation that does not resolve the issue within two (2) days after the mediation is initiated or fourteen (14) days after mediation is requested. The parties participating in the mediation must share the costs of the mediation equally.

6. In the event of a determination that the defaulting party has committed a material breach of this Agreement that is not resolved in mediation, the non-defaulting party may file suit in a court of competent jurisdiction in COLLIN County, Texas, and seek any relief available at law or in equity.

IX. MISCELLANEOUS

1. **Notice.** Any notice to be given or to be served upon a Party hereto in connection with this Agreement must be in writing and may be given (i) by certified or registered mail and shall be deemed to have been given and received two (2) days after a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, or (ii) by personal delivery and/or by recognized overnight delivery service and shall be deemed to have been given and received upon such delivery. Such notice shall be given to the parties hereto at the address set forth in Exhibit D attached hereto. Any party hereto may, at any time by giving two (2) days written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice shall be given.

2. **Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and is specifically performable in Collin County, Texas. Exclusive venue shall be in state district court in Collin County, Texas.

3. **Savings/Severability.** In case anyone or more provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such

invalidity, illegality, or unenforceability shall not affect any other provision hereof, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

4. **Authority.** Each of the Parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.

5. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties to the Agreement.

6. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.

7. **Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

8. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

9. **Time is of the Essence.** Time is of the essence in this Agreement.

10. This Agreement constitutes a "permit" (as defined in Chapter 245, Texas Local Government Code) that is deemed filed with the City on the Effective Date.

11. **Recordation and Releases and Estoppel**

a. **Recordation.** Pursuant to the requirements of Section 212.72(c) (4) of the Texas Local Government Code, this Agreement, and all amendments to this Agreement, shall be recorded in the deed records of COLLIN County, Texas. This Agreement shall be binding upon: (1) the Property and, except as provided in this subsection, future owners of all or any portion of the Property ("Successors"); (2) the parties; (3) assignees; and (4) lenders. Notwithstanding the foregoing, however, this Agreement is not binding upon, and shall not constitute any encumbrance to title as to any end-buyer of a fully developed and improved lot within the Property except for land use and development regulations that apply to specific lots. For purposes of this Agreement: (A) the term "end-buyer" means any owner, developer, tenant, user, or occupant; (B) the term "fully developed and improved lot" means any lot, regardless of the use, for which a final plat has been approved by the City; and (C) the term "land use and development regulation that apply to specific lots" mean the Development Standards applied in accordance with this Agreement. A successor is not a party to this Agreement unless this Agreement is amended to add the successor as a party (which amendment shall be signed by the successor).

b. **Releases.** From time to time upon written request of Developer, any assignee, any lender, or any successor, the City staff may execute, in recordable form, a release of this Agreement if the requirements of subsection (a) above have been satisfied (subject to the continued applicability of the applicable regulations in accordance with this Agreement). In addition, the City Administrator shall have the authority (but not the obligation) from time to time, to execute further releases of this Agreement with respect to specific tracts of land within the Property, if, in the sole discretion of the City Administrator, such releases are in the best interest of the City. Notwithstanding any other provision of this Agreement, any portion of the Property released from this agreement may be immediately annexed by the City, as may any portion of the Property conveyed to an "end user".

c. **Estoppel.** From time to time upon written request of Developer, any assignee, any lender, or any successor, the City staff shall execute a written estoppel certificate to the person or entity making the request: (1) describing, in detail, the status (e.g., unperformed, partially performed, or fully performed) of any material obligation that is identified in the request; (2) identifying any material obligations that are in default or which, with the giving of notice or passage of time, would be in default; and (3) stating that, except as otherwise identified, and to the extent true, that to the best knowledge and belief of the City, the parties are in substantial compliance with their material obligations under this Agreement.

12. **Assignment of Agreement.** Any assignment of this Agreement to an unaffiliated or unrelated entity of Developer requires approval of the City, which approval shall not unreasonably be withheld. A related or unrelated assignee under this subsection shall be subject to all of Developer's obligations as set forth in this Agreement.

13. **Authority.** Each of the parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.

14. **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed; and pursuant to Section 212.172 of the TEX.LOC.GOV'T CODE as to the City.

15. **Binding Effect.** This Agreement runs with the land and will be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and authorized assigns. This Agreement only inures to the benefit of, and may be enforced by, the parties, assignees, lenders, successors, and the City. No other person or entity is a third-party beneficiary of this Agreement.

16. **Authority.** The City represents and warrants that this Agreement has been approved by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer and that the individual executing this Agreement on behalf of the Developer has been authorized to do so. Each assignee, lender or successor who becomes a party to this Agreement represents and warrants that this Agreement has been approved by appropriate

action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.

17. Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights.

Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions.

18. Effective Date. The Effective Date of this Development Agreement shall be the date on which this Agreement is approved by the City Council of the City. The Agreement must be approved and executed by Owner and Developer prior to the City approval.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of
April 20, 2021.

DEVELOPER and PROPERTY OWNER:

Cope Equities, LLC

By:

a Texas limited liability company,

By: 

Name: Stephen C Cope

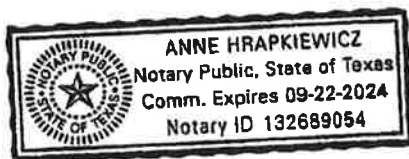
Title: CEO

STATE OF TEXAS §

§

COUNTY OF Collin §

This instrument was acknowledged on the 20 day of April,
2021, by Stephen C Cope, Chief Executive Officer of Cope Equities, a Texas limited liability
company.





Notary Public in and for the State of Texas

My Commission Expires: 09-22-2024

CITY:

CITY OF NEVADA, TEXAS

By: _____

Name: _____

Title: Mayor

ATTEST:

Judy Hill, City Secretary

APPROVED AS TO FORM:

By: _____

Name: James E. Shepherd

Title: City Attorney



SCHEDULE OF EXHIBITS:

Exhibit A – Description of Property

Exhibit B – Development Plan

Exhibit C – Development Standards

Exhibit D – Address for Notices

EXHIBIT A

Description of Property

EXHIBIT B

Final Plat

EXHIBIT C

Development Standards

The following uses and standards shall be applied to the Property:

1. Uses:

- a. Single Family Residential and accessory uses per SF-1/22 zoning district requirements in the City Comprehensive Zoning Ordinance.

2. Building Regulations for Property:

- a. Minimum Lot Size: One Acre
- c. Minimum Width on Lots 150 ft
- d. Setbacks for all Lots: Front Setback = 25', Side Setback 10', Rear Setback = 20', Corner Setback = 50'

3. Building Materials

- d. Exterior Elevation – Front of home must contain 90% brick, stucco, stone, masonry, or CEMENT fiber-board (Hardy board) exclusive of windows, doors, gables and trim. No vinyl siding is allowed on any elevation.

4. Minimum Living Area — Minimum 2200 square feet (air conditioned) on all lots.

~~5. Outbuildings — Not to exceed 50% of the first floor air conditioned space of the primary residence. Must comply with "Building Materials" requirement(s). Must be located behind the primary residence on the lot. Outbuildings do not include accessory dwellings, which require a special use permit from the City.~~

6. Fencing — No chain link fence; no "T-pole and wire" fence; No barbed wire fence.

4. Utilities — All utilities shall be installed underground.

8. Mailboxes - to be constructed of brick or stone material and located at the edge of street if and only if USPS will allow individual mailboxes. If USPS requires community mailboxes, brick and stone are not an option, and a CLUSTER BOX UNIT will be installed that meets USPS standards.

9. Other Standards – Unless addressed hereinabove, the development must comply with the requirements of the City's SF-1/22 zoning district and Subdivision Ordinance in effect on the Effective Date of the Development Agreement.

EXHIBIT D

Address for Notices

If Notice to Property Owner or Developer [who are one and the same]

**Cope Equities, LLC
900 W. Bethany Dr., Suite 230
Allen, TX 75013
972-908-2673**

Notice to the City:

**Mayor
City of Nevada
424 E FM 6
Nevada, TX. 75173
972-853-0027**

With a copy to:

**Shepherd Law Firm
1901 N. Central Expressway
Suite 200
Richardson, TX 75080
972-234-3117**

LEGAL DESCRIPTION

TRACT ONE

STATE OF TEXAS
COUNTY OF COLLIN

Being a tract of land situated in the James Osgood Survey, Abstract No. 673, Collin County, Texas and being the same called 59.899 acre tract of land conveyed to G. Glen Cox and Bobby R. Varner, Jr. by deed recorded in Volume 4868, Page 2693, Deed Records, Collin County, Texas and being more particularly described as follows:

Beginning at a mag nail set in the center of County Road No. 595 for the southwest corner of said 59.899 acre tract, the southeast corner of a 60.117 acre tract of land conveyed to Community Independent School District by deed recorded in Instrument No. 20170614000772530, Official Public Records, Collin County, Texas, and being on the north line of a 185.434 acre tract of land conveyed to B and F and Sons 1, L.P. by deed recorded in Instrument No. 20071004001372410, Official Public Records, Collin County, Texas;

Thence, North 00°19'04" East, along the west line of said 59.899 acre tract, the east line of said 60.117 acre tract, the east line of a 14.037 acre tract of land conveyed to Community Independent School District by deed recorded in Instrument No. 20170614000771190, Official Public Records, Collin County, Texas and the east line of a 31.212 acre tract of land conveyed to Community Independent School District by deed recorded in County Clerk's File No. 97-00055019, Official Public Records, Collin County, Texas, a distance of 2437.95 feet to a 1/2" iron pin found for the northwest corner of said 59.899 acre tract and being the southwest corner of a 31.212 acre tract of land conveyed to Beryl Ann Turner and James Frank Tolbert by deed recorded in Volume 826, Page 662, Deed Records, Collin County, Texas;

Thence, South 88°57'27" East, along the north line of said 59.899 acre tract and the south line of said 31.212 acre tract, a distance of 1257.62 feet to a 1/2" iron pin found for the northeast corner of said 59.899 acre tract and the northwest corner of a 19.988 acre tract of land conveyed to Robert R. Varner, Jr. and Michael T. Braden and wife, Susan Braden by deed recorded in Volume 5271, Page 5337, Deed Records, Collin County, Texas;

Thence, South 00°26'16" West, along the east line of said 59.899 acre tract and the west line of said 19.988 acre tract, a distance of 1214.60 feet to a 1/2" iron pin found for the southwest corner of said 19.988 acre tract and the northwest corner of an 11.04 acre tract of land conveyed to Ngo Thi Nguyen by deed recorded in Instrument No. 20140822000905110, Official Public Records, Collin County, Texas;

Thence, South 00°26'27" West, along the east line of said 59.899 acre tract and the west line of said 11.04 acre tract, a distance of 131.29 feet to a 5/8" iron pin found for the most easterly southeast corner of said 59.899 acre tract and the northeast corner of a 10.00 acre tract of land conveyed to Kristen Ann Zilberstein and Philip M. Zilberstein by deed recorded in Instrument No. 20181114001404700, Official Public Records, Collin County, Texas;

Thence, South 89°58'28" West, along a south line of said 59.899 acre tract and the north line of said 10.00 acre tract, a distance of 407.64 feet to a 1/2" iron pin found with yellow cap stamped "DC&A RPLS 3935" for the re-entrant corner of said 59.899 acre tract and the northwest corner of said 10.00 acre tract;

Thence, South 00°26'20" West, along the east line of said 59.899 acre tract and the west line of said 10.00 acre tract, a distance of 1068.59 feet to a mag nail set in the center of County Road No. 595 for the southeast corner of said 59.899 acre tract, the southwest corner of said 10 acre tract and on the north line of said 185.434 acre tract;

Thence, South 89°58'13" West, along the center of County Road 595, the south line of said 59.899 acre tract and the north line of said 185.434 acre tract, a distance of 844.82 feet to the Point of Beginning and containing 2,609,267 square feet or 59.900 acres of land.

TRACT TWO

STATE OF TEXAS
COUNTY OF COLLIN

Being a tract of land situated in the James Osgood Survey, Abstract No. 673, Collin County, Texas and being the same called 19.988 acre tract of land conveyed to Robert R. Varner, Jr. and Michael T. Braden and wife, Susan Braden by deed recorded in Volume 5271, Page 5337, Deed Records, Collin County, Texas and being more particularly described as follows:

Beginning at a 1/2" iron pin found on the west line of a tract of land conveyed to Paul Daniel, David Daniel and Gregg Daniel by deed recorded in Volume 6045, Page 1126, Official Public Records, Collin County, Texas and for the southeast corner of said 19.988 acre tract and the northeast corner of an 11.04 acre tract of land conveyed to Ngo Thi Nguyen by deed recorded in Instrument No. 20140822000905110, Official Public Records, Collin County, Texas;

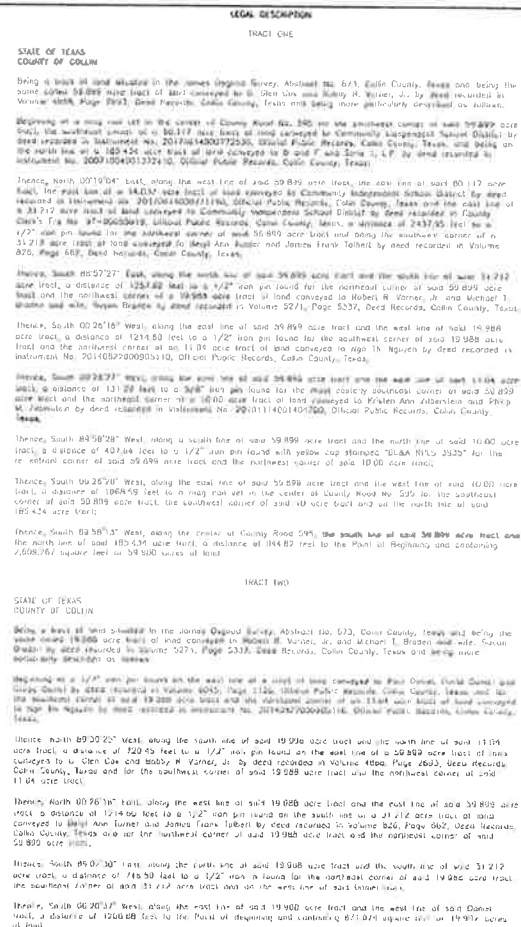
Thence, North 89°39'25" West, along the south line of said 19.998 acre tract and the north line of said 11.04 acre tract, a distance of 720.45 feet to a 1/2" iron pin found on the east line of a 59.899 acre tract of land conveyed to G. Glen Cox and Bobby R. Varner, Jr. by deed recorded in

Volume 4868, Page 2693, Deed Records, Collin County, Texas and for the southwest corner of said 19.988 acre tract and the northwest corner of said 11.04 acre tract;

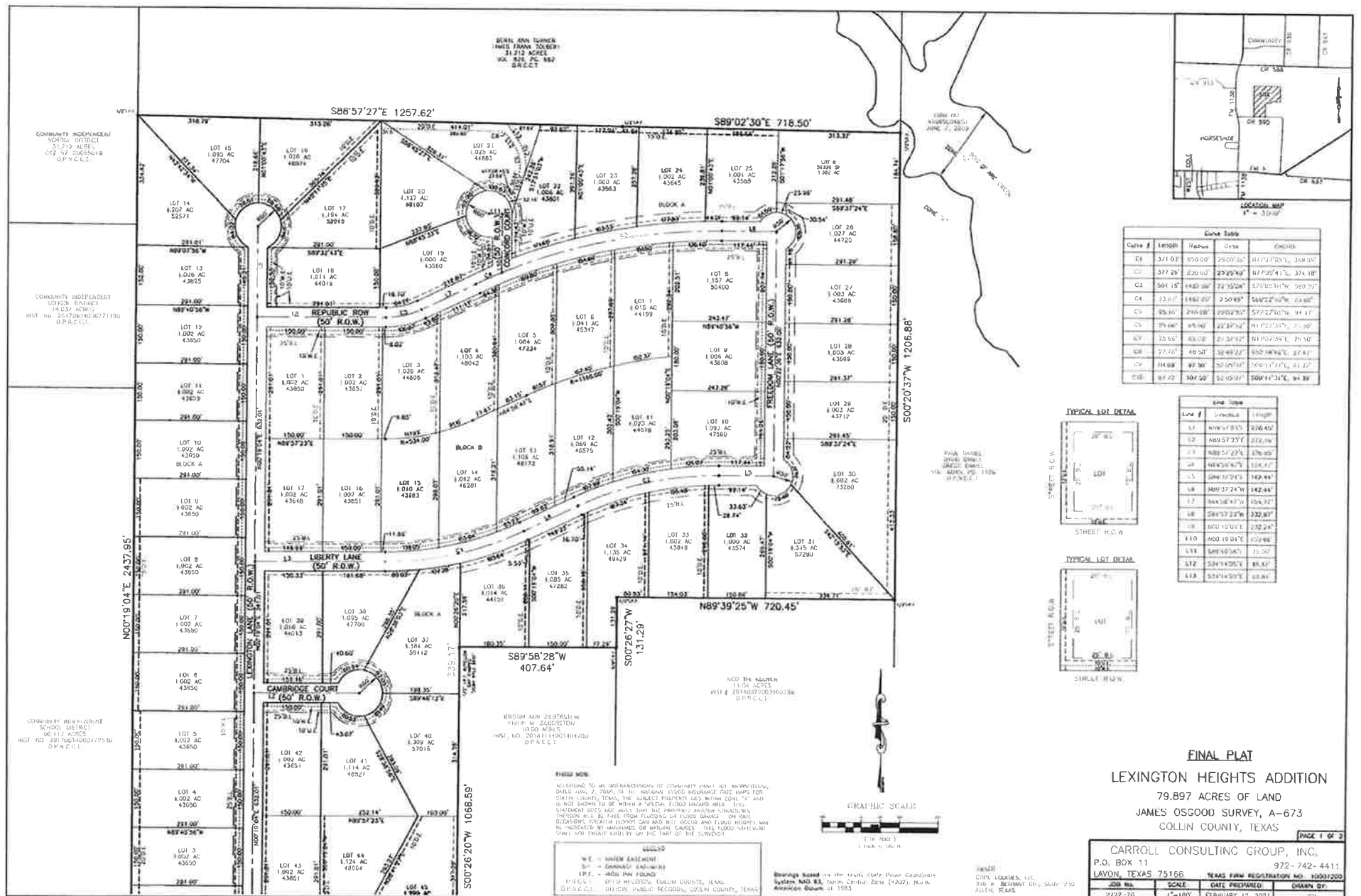
Thence, North $00^{\circ}26'16''$ East, along the west line of said 19.988 acre tract and the east line of said 59.899 acre tract, a distance of 1214.60 feet to a $1/2''$ iron pin found on the south line of a 31.212 acre tract of land conveyed to Beryl Ann Turner and James Frank Tolbert by deed recorded in Volume 826, Page 662, Deed Records, Collin County, Texas and for the northwest corner of said 19.988 acre tract and the northeast corner of said 59.899 acre tract;

Thence, South $89^{\circ}02'30''$ East, along the north line of said 19.988 acre tract and the south line of said 31.212 acre tract, a distance of 718.50 feet to a $1/2''$ iron in found for the northeast corner of said 19.988 acre tract, the southeast corner of said 31.212 acre tract and on the west line of said Daniel tract;

Thence, South $00^{\circ}20'37''$ West, along the east line of said 19.988 acre tract and the west line of said Daniel tract, a distance of 1206.88 feet to the Point of Beginning and containing 871,074 square feet or 19.997 acres of land.

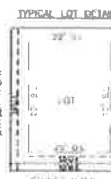


CARROLL CONSULTING GROUP, INC.
P.O. BOX 11 LAVOR, TEXAS 75166 PHONE (972) 742-4411
TECHNICAL • CARROLL CONSULTING GROUP TEXAS FIRM REGISTRATION NO. 10007200



Curve #	Length	Radius	Delta	Chord
C1	371.03	850.00	250.00	877.73
C2	377.26	850.00	250.00	877.73
C3	585.18	1400.00	70.00	1395.00
C4	73.61	1400.00	70.00	175.00
C5	45.40	2400.00	20.00	577.27
C6	39.44	2400.00	20.00	577.27
C7	35.60	400.00	20.00	577.27
C8	27.70	400.00	20.00	577.27
C9	14.88	400.00	20.00	577.27
C10	87.42	100.00	50.00	100.00

Line #	Distance	Length
1	100.00	100.00
2	100.00	100.00
3	100.00	100.00
4	100.00	100.00
5	100.00	100.00
6	100.00	100.00
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8	100.00	100.00
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87	100.00	100.00
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89	100.00	100.00
90	100.00	100.00
91	100.00	100.00
92	100.00	100.00
93	100.00	100.00
94	100.00	100.00
95	100.00	100.00
96	100.00	1



and a grouping of women and building permit.

[illegible]

CARROLL CONSULTING GROUP, INC.
 P.O. BOX 11 972-742-4411
 LAVON, TEXAS 75166 TEXAS FIRM REGISTRATION NO. 1800720

JOB NO.	SCALE	DATE PREPARED	DRAWN BY
2722-29	1"=100'	FEBRUARY 12, 2001	GP