



**City of Nevada**  
**Work Session Meeting**  
**June 15, 2021 at 6:00 PM**

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 if they have signed the visitor registration form. 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.*

*Citizens wishing to make comments regarding a specific item on the agenda that do not have a public hearing may before or during the discussion but must raise their hand and not speak until recognized by the Mayor. Agenda item comments are limited to one minute.*

*Comments that incite a breach of the peace are prohibited.*

6. Business – No vote Work Session

*The work session is to allow for full discussion of each agenda item, and the development of alternatives to be brought to the Regular Council Meeting. No other action, vote, or disposition may be taken on an agenda item at a Work Session.*

**Review and discuss agenda items**

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

- a. Discuss/Take Action: City of Nevada Subdivision Regulations - City Attorney to provide and present recommended revisions / additions to the current subdivision regulations.
- b. Discuss: Panarican Properties - Builder will discuss new information pertaining to the development of two single family residences on 0.25 acres, (Replat located at Lots 3, 4, 5) on Kerens St, Nevada, TX 75173.
- c. Discuss/Take Action: Barnes Waste Disposal - Notice of Non-renewal / termination to be sent to Barnes. City will begin to receive RFPs from Waste services vendors.
- d. Discuss: United state Public Law 116–136, may be cited as the “Coronavirus Aid, Relief, and Economic Security Act” or the “CARES Act”. City Attorney to present the program details and potential restrictions/limitations, if the grant is to be considered for acceptance by the City of Nevada.

A link to the bill (H.R. 748) <https://www.congress.gov/116/bills/hr748/BILLS-116hr748enr.pdf> (335 pages)

e. Discuss/Take Action: May Financial statement, and Budget review.

f. Discuss: Lavon PD Stats for Nevada.

7. 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.*

8. Regular Session: Reconvene from Executive Session

9. Adjournment/ Closing

a. Time: \_\_\_\_\_

I, Judy Hill, City Secretary, certify that the Agenda of the City of Nevada Council Work Session Meeting to be held on June 15, 2021 was posted at City Hall on June 11, 2021.

Judy Hill

Judy Hill, City Secretary



TX



## Regular Council Meeting

June 15, 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 if they have signed the visitor registration form. 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. Citizens wishing to make comments regarding a specific item on the agenda that do not have a public hearing may before or during the discussion but must raise their hand and not speak until recognized by the Mayor. Agenda item comments are limited to one minute.*

*Comments that incite a breach of the peace are prohibited.*

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

a. Minutes for June 3, 2021 meeting

7. Reports:

- a. City Secretary Report - Pothole update
- 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

8. Public Hearing: recommended revisions/additions to the current subdivision regulations

In: \_\_\_\_\_

Out: \_\_\_\_\_

## 9. Business

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

- a. Discuss/Take Action: City of Nevada Subdivision Regulations - City Attorney to provide and present recommended revisions / additions to the current subdivision regulations.
- b. Discuss: Panarican Properties - Builder will discuss new information pertaining to the development of two single family residences on 0.25 acres, (Replat located at Lots 3, 4, 5) on Kerens St, Nevada, TX 75173.
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- e. Discuss/Take Action: May Financial statement, and Budget review.
- f. Discuss: Lavon PD Stats for Nevada.

## 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

- a. Time: \_\_\_\_\_

I, Judy Hill, City Secretary, certify that the Agenda of the City of Nevada Council Regular Meeting to be held on **June 15, 2021**, and posted at City Hall on **June 11, 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.*

STATE OF TEXAS       §  
                                  §     **SOLID WASTE COLLECTION AND DISPOSAL CONTRACT**  
COUNTY OF COLLIN   §

This Contract ("Contract") is entered into by and between the City of Nevada, Texas, ("City") and Barnes Waste Disposal Service, ("Collector") acting by and through their authorized representatives.

**WITNESSETH:**

**WHEREAS**, Collector submitted a proposal to provide solid waste collection and disposal within City, and to perform such work as may be incidental thereto; and

**WHEREAS**, City has determined that the proposal submitted by Collector is in the best interest of City;

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

**GENERAL PROVISIONS**

**SECTION 1. DEFINITIONS:**

- A.     *City* means the City of Nevada.
- B.     *Collector* means any person, corporation, partnership or similar entity that contracts for valuable consideration to pick up or collect municipal solid waste on a regular basis from any collection point within the corporate or service limits of the City of Nevada. As used herein, "Collector" refers specifically to Barnes Waste Disposal Service.
- C.     *Municipal solid waste* means solid waste resulting from or incidental to municipal, community (residential), household, and recreational activities, and include garbage, rubbish, ashes, and other solid waste other than industrial solid waste as defined by state or federal law.

**SECTION 2. CONTRACT DOCUMENTS AND EXHIBITS:**

This Contract shall include the following contract documents which are incorporated herein by reference as if set forth verbatim in this Contract:

- A.     Collector's Proposal;
- B.     The Contract terms;
- C.     Contract Exhibit "A"

### SECTION 3. GRANT OF FRANCHISE:

- A. The Collector is hereby granted the privilege and duty within the territorial jurisdiction of City, and agrees to furnish all personnel, labor, equipment, trucks, and other items necessary to provide solid waste collection and disposal for residential customers in accordance with this Contract and to perform all of the work called for and described in the contract documents. Collector agrees to at all times insure that its waste collection franchise is current and in compliance with all applicable regulations of the State of Texas, and ordinances of the City of Nevada, Texas. It is understood that this franchise is non-exclusive.
- B. The Collector shall at all times be duly licensed or permitted to deposit municipal solid waste at or in a land fill regulated and approved by the Texas Natural Resource Conservation Commission and any other appropriate state or federal authorities.
- C. The Collector operates as an independent Collector under a non-exclusive franchise agreement, and may be terminated at the discretion of the City Council as provided for in Section 11 of this Contract, and under local, state, and federal law.
- D. The Collector agrees that the City shall retain the right to place limitations on the collection, including weight or size specifications of collection trucks on certain streets where heavy trucks will damage the street.

### SECTION 4. FEES:

A. Collector shall perform billings for and on behalf of the City. The City shall receive a total of ten percent (10%) of each Customer's payments on billings for collection service(s). Collector will bill all participating residents for basic rate, applicable sales tax, and the aforesaid use and franchise fees and, upon receipt of payment, shall remit to the City its franchise/right-of-way usage fee. Collector shall remit to the City its portion of gross receipts within thirty (30) days of receipt. Nothing contained within this Contract shall be construed to require Collector to pay any fee whatsoever to the City for customers who have not paid for service.

B. The fees charged by Collector to users within the City shall be in accordance with the schedule set forth in Exhibit "A" which is attached hereto and by this reference is incorporated herein as if fully set forth. The fees set forth in Exhibit "A" shall not be changed or modified by Collector without the express approval of the City Council following request by Collector establishing the justification and necessity for such fee increase.

### SECTION 5. COLLECTOR DUTIES:

A. The Collector shall at all times maintain in a current and valid status, all permits required by any other governmental agency or political subdivision having jurisdiction over



Collector's operations, including but not limited to the Texas Natural Resource Conservation Commission.

B. The Collector shall not allow any municipal solid waste to spill or fall from the Collector's equipment within the corporate limits of the City. In the event that spillage should occur, the Collector shall completely remove such spillage in a timely manner.

C. The Collector shall insure that any of its trucks and equipment used for collection within the City of Nevada, and under this franchise meet the approval of the City. The Collector agrees to only use trucks and equipment that will prevent spillage and damage to the streets and ways used by such trucks and equipment. Collector shall also abide by any city regulations with regard to the placement of collection containers if it becomes necessary to establish such regulations. Unless such regulations become necessary the Collector shall establish such locations.

D. The Collector shall clearly mark all of its collection vehicles with the Collector's name and telephone number. The trucks used by Collector to collect waste within the City shall be no larger than a "single axle" type, and shall not exceed 25,000 pounds in weight, unless specific written approval is granted by the City Council.

E. Collector shall comply with all additional terms and conditions set forth in Exhibit "A," which is attached hereto and incorporated herein as if fully set forth.

#### SECTION 6. RESTORATION OF PUBLIC WAYS:

A. The Collector shall not cause damage, beyond normal wear and tear, to any street or roadway within the City. In the event the Collector causes damage to any street or roadway within the city, the Collector shall be given written notice to immediately cause such damage to be repaired under the supervision of the city inspector. Such notice shall provide that in the event Collector does not acknowledge responsibility for making such repairs within seven (7) days of notice, a hearing will be held by the City Council on the question of responsibility for such damage. If at such hearing the Council finds that the damage was caused by Collector and such damage was beyond normal wear and tear, the City Council may request Collector to cause such damage to be repaired under the supervision of the city inspector and if such damage is not repaired within the time stated the City Council may within its sole discretion terminate Collector's Franchise and right to use the public streets within the city to carry on its business.

#### SECTION 7. CONFLICTS:

A. In the event of any conflict between or among the contract documents, this Contract or the City's Request for Proposal shall control and govern in such order.

#### SECTION 8. MODIFICATIONS:

A. All provisions of the Contract documents shall be strictly complied with by Collector and no amendment to this Contract shall be made except upon the mutual written

consent of the parties. No amendment shall be construed to release either party from any obligation under the Contract except as specifically provided in such amendment.

SECTION 9. INDEMNIFICATION:

A. The Collector agrees to defend, indemnify, and hold city and each of its officers and employees harmless from any and all suits, actions, claims, losses or damages of any character, and from all expenses incidental to the defense of such suits, actions or claims based on or arising out of any injury, disease, sickness, or death of any person or persons, or any damages to any property caused by any act or omission of Collector or its officers, agents, servants, employees or anyone else under Collector's direction and control, and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any work or services under the franchise or conditions created by the performance or non-performance of said work or services.

SECTION 10. INSURANCE:

A. Collector shall keep in full force and effect throughout the term of this Contract insurance in the amounts and types specified in and required by the contract documents. Collector shall provide the City with a certificate of insurance showing general public and motor vehicle liability coverage with limits of at least \$500,000.00 per person / \$1,000,000.00 per accident/occurrence / \$100,000.00 property damage. City shall be named as an insured on any and all applicable policies.

SECTION 11. BREACH AND TERMINATION:

A. The sufficiency of the grounds for termination as enumerated hereinafter shall be within the sole discretion of the City Council. It is understood and agreed that this franchise may be terminated after hearing before the City Council if:

1. The Collector has failed to give prompt and courteous attention to, and correct complaints filed by its customers.
2. The Collector has failed to provide an adequate regular collection service, or is in any way in violation of this Contract, after being given a reasonable time to correct such failure or violation.
3. The failure of the Collector to abide by any of the terms and conditions of this Contract, applicable ordinances of the City, or State or Federal regulations.
4. For cause as determined by the City Council;
5. The filing of bankruptcy or receivership proceedings, transfers for the benefit of creditors, or acts evidencing insolvency.



B. In the event of termination for the reasons set forth in the foregoing paragraphs A (1) through (4), the City shall notify Collector of the reasons for consideration of termination and Collector shall have a period of thirty (30) days to cure such reason.

C. Collector may terminate this Contract upon written notice received by the City not less than one hundred twenty (120) days before the date set forth in said notice for termination.

D. The City may terminate this Contract upon written notice received by the Collector not less than ninety (90) days before the date set forth in said notice for termination.

#### SECTION 12. ASSIGNMENT:

A. This Contract shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns. Collector may assign this Contract only with the written consent of City.

#### SECTION 13. NOTICE:

A. Any notices required or permitted to be delivered under this Contract shall be deemed receivable when sent by United States mail, postage pre-paid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the signature of the party.

#### SECTION 14. MERGER CLAUSE:

A. This Contract is the entire agreement between the parties with respect to the subject matter covered in this Contract. There is no other collateral, oral, or written agreement between the parties that in any matter relates to the subject matter of this Contract, except as provided in the contract documents.

#### SECTION 15. JURISDICTION:

A. The validity of this Contract and any of its terms and provisions, as well as the rights and obligations of the parties shall be governed by the laws of the State of Texas, and venue for any action concerning this Contract shall be in a court of proper jurisdiction in Collin County, Texas.

#### SECTION 16. FORCE MAJEURE

A. Notwithstanding anything herein to the contrary, Collector shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, fire, act of God or other similar or different contingency beyond the reasonable control of Contractor.

#### SECTION 17. SEVERABILITY:

 **ORIGINAL**

A. Each paragraph, sentence, subdivision, clause, phrase, or section of this Contract are deemed severable. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not effect other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**SECTION 18. TERM OF CONTRACT:**

A. The term of this Contract shall be for a period of *one (1) year*, beginning on *October 1, 2003*, and shall be renewed for additional one (1) year terms by agreement of both parties, which shall be presumed unless either party gives written notice of election not to renew the Contract to the other party, by certified mail (return receipt requested), not less than ninety (90) days prior to the expiration of the original Contract term or extension, as appropriate.

Executed in single or multiple originals this 8<sup>th</sup> day of September 2003.

Collector:

City:

**BARNES WASTE DISPOSAL SERVICE**

**CITY OF NEVADA TEXAS**

By: Anastasia G. Barnes  
Anastasia G. Barnes, Owner

By: Richard D. Caldwell  
Richard Caldwell, Mayor

Address:  
9126 C. R. 449, Princeton, TX 75407  
P.O. Box 1235, Allen, TX 75013

Address:  
424 E. F.M. 6, Nevada, TX 75173

**ATTEST:**

By: Christy Schell  
Christy Schell, City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

## EXHIBIT "A"

### Waste Collection and Disposal Services and Rates

Service Requirements. All trash, garbage and refuse should be bagged and placed in an appropriate container. Collector shall perform collection service hereunder no less frequently than once per week (Monday thru Saturday, between 7:00 am and 7:00 pm) and shall collect up to two (2) cubic yards of brush and bulky items no less frequently than twice per month. As used herein, bulky items refer to appliances, furniture, large items, brush, lawn and landscape debris, lawn ornaments or tools, and other waste materials generated by clean out, moving, homeowner remodeling or other temporary circumstances requiring excessive refuse. Collector further agrees to provide complimentary service to the City's office buildings, community center, maintenance buildings and fire department, as well as any church within the city limits that requests such service, at no charge. Collector commits to provide a bulk item community "clean-up" day twice during each one (1) year term of the contract with four (4), 30-yard roll-off containers.

Service Exemptions. Collector shall have no obligation to pick up or otherwise collect motor vehicle batteries, gasoline, oil, hazardous chemicals/waste, items containing refrigerants, construction or remodeling debris generated by a contractor, dead animals or other such items that may expose any person(s) to environmental or physical health danger(s). Likewise, Collector shall have no obligation to pick up or otherwise collect brush that is not cut into manageable lengths or is heavier than 35 pounds per limb/bundle, lawn/landscape bags heavier than 35 pounds each or excessive bags generated by a landscape maintenance contractor. Should any Customer have excessive refuse beyond the amounts provided for in this contract, Collector shall negotiate a "special collection" at a fair and reasonable price and shall bill such Customer accordingly.

Containers. Customers shall use approved receptacles for collections consisting of 95-gallon polycarts, small plastic or metal type containers, or other approved container as deemed appropriate by the City. Collector shall provide all Customers with one (1) 95-gallon polycart, upon request. In the event that any Customer's complimentary polycart is lost, stolen or destroyed such that its use is rendered impractical or unsanitary, Collector shall replace one (1) polycart per Customer during the term of this Contract, at no additional charge. In the event that any Customer shall request replacement of a second polycart after having received a prior replacement, Collector shall negotiate a fair and reasonable price with each such Customer and shall charge each such Customer directly.

#### Pricing Structure.

Monthly rates, per Customer, shall be as follows; stated rates reflect the addition of sales tax and the ten (10%) percent franchise/right-of-way use fee:

<u>Basic Service:</u> (1) polycart, up to 120 gallons of trash	\$16.00
<u>Basic Service:</u> (principal resident Senior citizen, age 62 or older):	\$14.00

- Basic service consists of collection of the equivalent to one (1) 95-gallon polycart, plus 1-2 kitchen size bags each week. Collector shall have no obligation to collect trash, garbage or refuse in excess of one (1) 95-gallon polycart or up to 120 gallons of trash from Customers opting for basic service.

Expanded Service: (additional charge for each 120 gallons of refuse collected above the basic service, extra polycart included)

\$ 6.00

- Expanded service consists of any amount above the basic collection service, whether in an approved container or not, without change to collection frequencies or scheduled collection of brush and bulky items.
- Customers shall inform the Collector of their desire for expanded service. Collector shall have no obligation to collect trash, garbage or refuse in excess of 120 gallons for each additional "expanded" service charge billed to those Customers opting to receive such service.
- Additional approved containers for expanded service shall consist of either one (1) polycart or other receptacle appropriate for such collection as deemed acceptable by the City.

 ORIGINAL

## EXHIBIT "A"

### Waste Collection and Disposal Services and Rates

Service Requirements. All trash, garbage and refuse should be bagged and placed in an appropriate container. Collector shall perform collection service hereunder no less frequently than once per week (Monday thru Friday, between 7:00 am and 5:00 pm) and shall collect up to two (2) cubic yards of brush and bulky items no less frequently than twice per month. As used herein, bulky items refer to appliances, furniture, large items, brush, lawn and landscape debris, lawn ornaments or tools, and other waste materials generated by clean out, moving, homeowner remodeling or other temporary circumstances requiring excessive refuse. Collector further agrees to provide complimentary service to the City's office buildings, community center, maintenance buildings and fire department, as well as any church within the city limits that requests such service, at no charge. Collector commits to provide a community "clean-up" day twice during each one (1) year term of the contract and further agrees to provide (4) 30-yard roll off containers per event.

Service Exemptions. Collector shall have no obligation to pick up or otherwise collect gasoline, oil, batteries, hazardous chemicals/waste, items containing refrigerants, construction or remodeling debris generated by a contractor, dead animals or other such items that may expose any person(s) to environmental or physical health danger(s). Likewise, Collector shall have no obligation to pick up or otherwise collect brush that is not cut into manageable lengths or is heavier than 35 pounds per limb/bundle, lawn/landscape bags heavier than 35 pounds each or excessive bags generated by a landscape maintenance contractor. Should any Customer have excessive refuse beyond the amounts provided for in this contract, Collector shall negotiate a "special collection" at a fair and reasonable price and shall bill such Customer accordingly.

Containers. Customers shall use approved receptacles for collections consisting of 95-gallon polycarts, small plastic or metal type containers, or other approved container as deemed appropriate by the City. Collector shall provide all Customers with one (1) 95-gallon polycart, upon request. In the event that any Customer's complimentary polycart is lost, stolen or destroyed such that its use is rendered impractical, unsafe or unsanitary, Collector shall replace one (1) polycart per Customer during the term of this Contract, at no additional charge. In the event that any Customer shall request replacement of a second polycart after having received a prior replacement, Collector shall negotiate a fair and reasonable price with each such Customer and shall charge each such Customer directly. Polycarts shall remain the property of the Collector and shall not be removed from the premises for any reason other than replacement.

### Pricing Structure.

Monthly rates, per Customer, shall be as follows; rates include sales tax and a ten (10%) percent franchise/right-of-way use fee:

<u>Basic Service:</u> (1) polycart, up to 120 gallons of trash	\$19.00
<u>Basic Service:</u> (Senior citizen, age 62 or older):	\$16.00



- Basic service consists of collection of the equivalent to one (1) 95-gallon polycart, plus 1-2 kitchen size bags each week. Collector shall have no obligation to collect trash, garbage or refuse in excess of one (1) 95-gallon polycart or up to 120 gallons of trash per week from Customers opting for basic service.

Expanded Service: An additional charge of \$6.00 for each 120 gallons of refuse collected per week will be added to the basic service rate for Customers requesting expanded service.

- Expanded service consists of any amount above the basic collection service, whether in an approved container or not, without change to collection frequencies or scheduled collection of brush and bulky items.
- Customers shall inform the Collector of their desire for expanded service. Collector shall have no obligation to collect trash, garbage or refuse in excess of 120 gallons for each additional "expanded" service charge billed to those Customers opting to receive such service.
- Collector will provide (1) 95-gallon polycart, if requested by Customer, or will collect trash out of any other appropriate receptacle deemed acceptable by the City.



	A	B	C	D	E	F	G	J	K	L	M	P
1				<b>City of Nevada - General Fund</b>								
2				<b>2020-2021 Actual vs. Budget Financial Report</b>								
3				<b>For the eight months ended May 31, 2021</b>								
5						<b>May 2021 Actuals</b>	<b>Current YTD Actuals</b>			<b>Budget</b>		<b>% of Budget</b>
6				<b>Revenue</b>								
7				<b>City Sales Taxes</b>		6,641	60,239			90,000		66.93%
8				<b>Franchise Fees</b>								
9				Electric Franchise Fee		-	49,432			60,000		82.39%
10				Gas Franchise Fee		-	3,148			4,000		78.71%
11				Telephone Franchise Fee		-	533			1,000		53.34%
12				Trash Service Franchise Fee		-	3,365			4,000		84.13%
13				Franchise Fees - Other		-						
14				<b>Total Franchise Fees</b>		-	56,479			69,000		81.85%
15				<b>Other Revenue</b>								
16				Interest Income		5	53			-		100.0%
17				Miscellaneous Income		25	25					100.0%
18				<b>Property Taxes</b>								
19				General Property Taxes		1,500	221,062			214,038		103.28%
20				<b>Total Property Taxes</b>		1,500	221,062			214,038		103.28%
21				<b>Total Revenue from Administration</b>		8,171	337,858			373,038		90.57%
22												
23				<b>Permit Fees</b>								
24				Building Permit Fees		1,013	8,993			33,000		27.25%
25				Health/Food Permit Fees		-				500		0.0%
26				Subdivision/Development Fees		-	44,364			3,000		1,478.8%
27				Septic Permit Fees		-	570			6,200		9.19%
28				Permit Fees - Other		110	1,710			2,500		68.4%
29				<b>Total Permit Fees</b>		1,123	55,637			45,200		123.09%
30												
31				<b>Code and Traffic Enforcement</b>								
32				Property Code Enforcement		-	-			-		0.0%
33				Traffic Violations		-	-			-		0.0%
34				<b>Total Code and Traffic Enforcement</b>		-	-			-		0.0%
35												
36				<b>Total Revenue from City Services</b>		1,123	55,637			45,200		123.09%
37												
38				<b>Total Revenue</b>		<b>9,293</b>	<b>393,494</b>			<b>418,238</b>		<b>94.08%</b>

	A	B	C	D	E	F	G	J	K	L	M	P
1				<b>City of Nevada - General Fund</b>								
2				<b>2020-2021 Actual vs. Budget Financial Report</b>								
3				<b>For the eight months ended May 31, 2021</b>								
5						<b>May 2021</b>	<b>Current YTD</b>			<b>Budget</b>		<b>% of</b>
39						<b>Actuals</b>	<b>Actuals</b>					<b>Budget</b>
40				<b>Expenses</b>								
41				<b>City Administration Expenses</b>								
42				City Council Expenses								
43				Consultant Fees			-		-			0.0%
44				Council Meeting Supplies			-		-			0.0%
45				Dues and Memberships			591		600			98.5%
46				Election Fees and Supplies			1,500		6,000			25.0%
47				Legal Services			-		-			0.0%
48				Training/Seminars			-		-			0.0%
49				<b>Total City Council Expenses</b>		-	2,091		6,600			31.68%
51				<b>City Government Expenses</b>								
52				Accounting Services		3,043	7,318		-			100.0%
53				Advertising & Notices			-		500			0.0%
54				Animal Control		2,344	2,344		4,000			58.6%
55				Bond(s)			-		-			0.0%
56				Central Appraisal Dist budget			1,455		1,500			97.0%
57				City Property Maintenance		370	5,735		5,000			114.7%
58				Contingency			-		1,225			0.0%
59				Contracted Services			-		2,000			0.0%
60				Dues and Subscriptions			-		3,000			0.0%
61				Electricity			6,163		10,000			61.63%
62				Equipment and Furniture			501		750			66.8%
63				Financial Audit			-		7,500			0.0%
64				Insurance			1,607		3,500			45.91%
65				Internet			-		800			0.0%
66				Legal Fees			36,815		30,000			122.72%
67				Legal Notices			1,493		1,000			149.3%
68				Mileage			-		-			0.0%
69				NSF Return Check			350		-			100.0%
70				Office Supplies		215	650		1,500			43.33%
71				Postage			18		500			3.6%
72				Property Tax Collection Fees			555		1,500			37.0%
73				Software/Cloud Services		55	3,692		5,000			73.84%
74				Technical/Legal Books			-		1,500			0.0%
75				Telephone			852		2,000			42.6%
76				Training/Seminars			-		-			0.0%
77				Travel & Lodging Expenses			-		-			0.0%
78				Water			256		350			73.14%
79				Website			-		500			0.0%
80				<b>Total City Government Expenses</b>		6,026	69,803		83,625			83.47%

	A	B	C	D	E	F	G	J	K	L	M	P
1				<b>City of Nevada - General Fund</b>								
2				<b>2020-2021 Actual vs. Budget Financial Report</b>								
3				<b>For the eight months ended May 31, 2021</b>								
5						<b>May 2021 Actuals</b>	<b>Current YTD Actuals</b>			<b>Budget</b>		<b>% of Budget</b>
82				<b>Payroll Expenses</b>								
83				Salaries		9,143	73,936			95,760		77.21%
84				Payroll Taxes		681	5,489			8,000		68.61%
85				Unemployment Taxes			324			800		40.5%
86				Employee Health Insurance		(240)	4,444			20,000		22.22%
87				Payroll Processing Fees		57	1,135			1,000		113.54%
88				<b>Total Payroll Expenses</b>		<b>9,641</b>	<b>85,328</b>			<b>125,560</b>		<b>67.96%</b>
90				<b>Public Safety</b>								
91				Ambulance Service		-	10,695			12,000		89.13%
92				Fire Department Service		-	30,000			30,000		100.0%
93				Police Services		-	106,250			150,000		73.8%
94				<b>Total Public Safety</b>		<b>-</b>	<b>146,945</b>			<b>192,000</b>		<b>76.53%</b>
96				<b>Streets and Roads</b>								
97				Ditch and culvert upkeep		-	-			5,000		0.0%
98				Signs		-	-			4,000		0.0%
99				Street Repairs		-	44,770			60,000		74.62%
100				Trim bushes/trees		-	-			12,500		0.0%
101				<b>Total Streets and Roads</b>		<b>-</b>	<b>44,770</b>			<b>81,500</b>		<b>54.93%</b>
103				<b>Inspections and P&amp;D Expenses</b>								
104				Building Inspections		154	17,947			10,000		179.47%
105				Health/Food Inspections			300			2,000		15.0%
106				Subdivision/Dev. Inspections			-			-		0.0%
107				Planning and Development			29,500			20,000		147.5%
108				Engineering Fees		5,146	24,971			25,000		99.88%
109				Other Inspections		600	5,657			5,000		113.14%
110				<b>Total Inspections/P&amp;D Expenses</b>		<b>5,900</b>	<b>78,375</b>			<b>62,000</b>		<b>126.41%</b>
112				<b>Municipal Court &amp; Code Enforcement</b>								
113				Clean up of Properties			-			3,000		0.0%
114				Code Enforcement - Other			1,424			2,500		56.96%
115				Judge Fees			-			3,000		0.0%
116				Contract Fees			-			1,000		0.0%
117				Deputy/Police Services			-			3,000		0.0%
118				City Attorney Fees			-			8,000		0.0%
119				Mileage Reimbursement			-			515		0.0%
120				<b>Total Municipal Court Code Enf Exp</b>		<b>-</b>	<b>1,424</b>			<b>21,015</b>		<b>6.78%</b>
122				<b>Total City Expenses</b>		<b>21,567</b>	<b>428,736</b>			<b>572,300</b>		<b>74.92%</b>

	A	B	C	D	E	F	G	J	K	L	M	P
1				<b>City of Nevada - General Fund</b>								
2				<b>2020-2021 Actual vs. Budget Financial Report</b>								
3				<b>For the eight months ended May 31, 2021</b>								
5					<b>May 2021 Actuals</b>		<b>Current YTD Actuals</b>		<b>Budget</b>		<b>% of Budget</b>	
123												
124				<b>Total City Revenue</b>	9,293		393,494		418,238		94.08%	
125				<b>Transfer from fund balance</b>	12,274		35,242		154,062		22.88%	
126				<b>Budget Balance</b>	-		-		-		0.0%	

	A	B	C	D	E	F	G	J	K	L	M	P
1				<b>City of Nevada - Economic Development Corporation</b>								
2				<b>2020-2021 Actual vs. Budget Financial Report</b>								
3				<b>For the eight months ended May 31, 2021</b>								
4												
5						<b>May 2021 Actuals</b>		<b>Current FYD Actuals</b>		<b>Budget</b>		<b>% of Budget</b>
6				<b>Revenue</b>								
7				<b>City Sales Taxes</b>		3,321		30,121		-		100.0%
8				<b>Other Revenue</b>								
9				<b>Interest Income</b>		-		16		-		100.0%
10				<b>Total Revenue from Administration</b>		3,321		30,137		-		100.0%
11												
12												
13				<b>Total EDC Revenue</b>		<b>3,321</b>		<b>30,137</b>		<b>-</b>		<b>100.0%</b>
14				<b>Transfer from fund balance</b>				-				0.0%
15				<b>Budget Balance</b>		<b>3,321</b>		<b>30,137</b>		<b>-</b>		<b>100.0%</b>

	A	B	C	D	E	F	G	H	I	J
1		<b>City of Nevada</b>								
2		<b>Bank Balance Report</b>								
3		<b>As of May 31, 2021</b>								
4										
5										
6		<b>Bank Account Balances</b>				<b>General Fund</b>		<b>EDC Fund</b>		<b>Road Dev Account</b>
7										
8		<b>As of May 31, 2021</b>				\$911,705		\$182,235		\$2,964
9		<b>Pending Sales Tax Transfer - FY 2020</b>				-\$50,357		\$50,357		
10		<b>Pending Sales Tax Transfer - FY 2021</b>				-\$30,121		\$30,121		
11		<b>Working Balance</b>				\$831,227		\$262,713		\$2,964

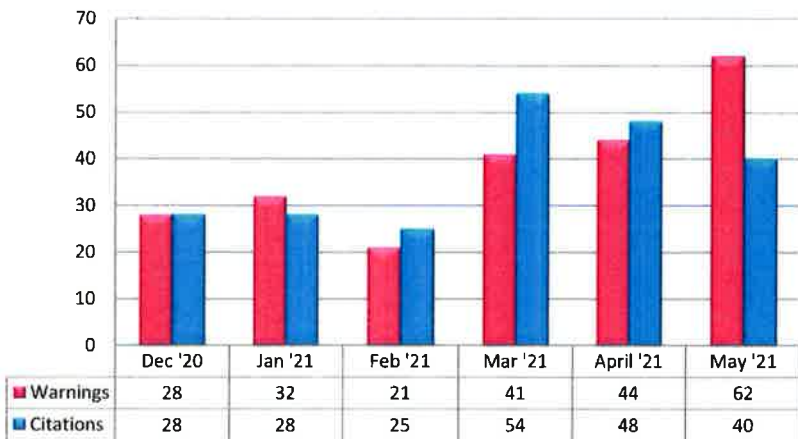


	C	D	E	K	L	M
1			FINAL BUDGET 2020-20201			
2			Tax Rate			
3	\$ 122,700,000.00	\$ 214,037.88	0.174440			
4	2020/2021 Budget					
5	Transfer from Fund Balance			\$ 154,062.12		
6						
7	Income					
8		Total City Sales Taxes		\$ 90,000.00		
9		Franchise Fees				
10			Electric Franchise Fee	\$ 60,000.00		
11			Gas Franchise Fee	\$ 4,000.00		
12			Telephone Franchise Fee	\$ 1,000.00		
13			Trash Service Franchise Fee	\$ 4,000.00		
14			Franchise Fees - Other			
15		Total Franchise Fees		\$ 69,000.00		
16		General Property Taxes				
17			General Property Taxes	\$ 214,037.88		
18						
19		Total Property Taxes		\$ 214,037.88		
20						
21		*Total Income for Administration		\$ 373,037.88		
22						
23		Permit Fees				
24			Building Permit Fees	\$ 33,000.00		
25			Health/Food Permit Fees	\$ 500.00		
26			Subdivision/Development Fees	\$ 3,000.00		
27			Septic Permit Fees	\$ 6,200.00		
28			Permit Fees - Other	\$ 2,500.00		
29		Total Permit Fees		\$ 45,200.00		
30						
31		Code and Traffic Enforcement				
32			Property Code Enforcement	\$ -		
33			Traffic Violations	\$ -		
34		Total Code and Traffic Enforcement		\$ -		
35		*Total Income Other		\$ 45,200.00		
36	Total City Income			\$ 572,300.00		
	C	D	E	K	L	M
1						
2			Tax Rate			
3	\$ 122,700,000.00	\$ 214,037.88	0.174440			

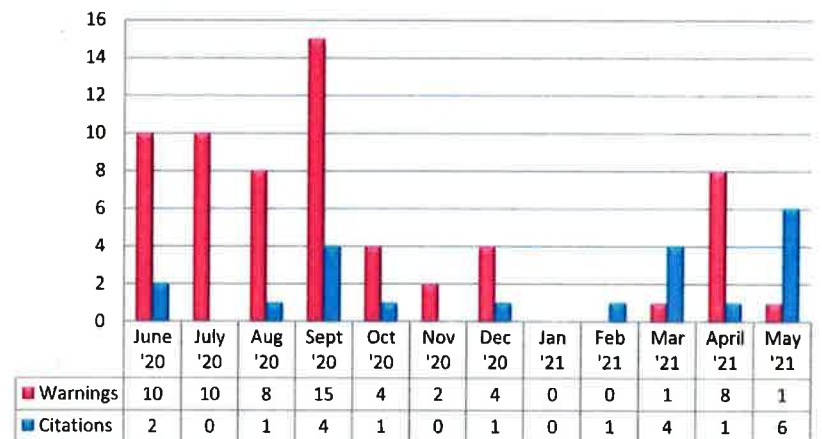
4	<b>2020/2021 Budget</b>					
37						
38	<b>City Administration Expenses</b>					
39	<b>City Council Expenses</b>					
40		Consultant Fees	\$	-		
41		Council Meeting Supplies	\$	-		
42		Dues and Memberships	\$	600.00		
43		Election Fees and Supplies	\$	6,000.00		
44		Legal Services	\$	-		
45		Training/Seminars	\$	-		
46	<b>Total City Council Expenses</b>			<b>\$ 6,600.00</b>		
48	<b>City Government Expenses</b>					
49		Animal Control	\$	4,000.00		
50		Advertising & Notices	\$	500.00		
51		Bond(s)	\$	-		
52		Central Appraisal Dist budget	\$	1,500.00		
53		City Property Maintenance	\$	5,000.00		
54		Contingency	\$	1,225.00		
55		Contracted Services	\$	2,000.00		
56		Dues and Subscriptions	\$	3,000.00		
57		Electricity	\$	10,000.00		
58		Equipment and Furniture	\$	750.00		
59		Financial Audit	\$	7,500.00		
60		Insurance	\$	3,500.00		
61		Internet	\$	800.00		
62		Legal Fees	\$	30,000.00		
63		Legal Notices	\$	1,000.00		
64		Mileage	\$	-		
65		Office Supplies	\$	1,500.00		
66		Postage	\$	500.00		
67		Property Tax Collection Fees	\$	1,500.00		
68		Software/Cloud Services	\$	5,000.00		
69		Technical/Legal Books	\$	1,500.00		
70		Telephone	\$	2,000.00		
71		Training/Seminars	\$	-		
72		Travel & Lodging Expenses	\$	-		
73		Water	\$	350.00		
74		Website	\$	500.00		
75	<b>Total City Government Expenses</b>			<b>\$ 83,625.00</b>		
	C	D	E	K	L	M
1						
2			<b>Tax Rate</b>			
3	<b>\$ 122,700,000.00</b>	<b>\$ 214,037.88</b>	<b>0.174440</b>			
4	<b>2020/2021 Budget</b>					
77	<b>Payroll Expenses</b>					

78		City Secretary Salary	\$ 53,560.00		
79		Employee Health Insurance	\$ 10,000.00		
80		Payroll Taxes	\$ 4,500.00		
81		State Payroll Taxes	\$ 400.00		
82		Payroll Expenses - Paychex	\$ 500.00		
83		City Clerk	\$ 41,600.00		
84		Employee Health Insurance	\$ 10,000.00		
85		Payroll Taxes	\$ 3,500.00		
86		State Payroll Taxes	\$ 400.00		
87		Payroll Expenses - Paychex	\$ 500.00		
88		Overtime	\$ 600.00		
89		Payroll Expenses - Other	\$ -		
90		Total Payroll Expenses	\$ 125,560.00		
91		Public Safety			
92		Ambulance Service	\$ 12,000.00		
93		Fire Department Service	\$ 30,000.00		
94		Police Services	\$ 150,000.00		
95		Total Public Safety	\$ 192,000.00		
96		Streets and Roads			
97		Ditch and culvert upkeep	\$ 5,000.00		
98		Signs	\$ 4,000.00		
99		Street Repairs	\$ 60,000.00		
100		Trim bushes/trees	\$ 12,500.00		
101		Total Streets and Roads	\$ 81,500.00		
103		Total City Administration Expenses	\$ 489,285.00		
104		Inspections and P&D Expenses			
105		Building Inspections	\$ 10,000.00		
106		Health/Food Inspections	\$ 2,000.00		
107		Subdivision/Dev. Inspections			
108		Planning and Development	\$ 20,000.00		
109		Engineering Fees	\$ 25,000.00		
110		Other Inspections	\$ 5,000.00		
111		Total Inspections/P&D Expenses	\$ 62,000.00		
113		Municipal Court & Code Enforcement			
114		Clean up of Properties	\$ 3,000.00		
115		Code Enforcement - Other	\$ 2,500.00		
116		Judge Fees	\$ 3,000.00		
117		Contract Fees	\$ 1,000.00		
118		Deputy/Police Services	\$ 3,000.00		
119		City Attorney Fees	\$ 8,000.00		
120		Mileage Reimbursement	\$ 515.00		
121		Total Municipal Court Code Enf Exp	\$ 21,015.00		
123		Total City Expenses	\$ 572,300.00		
124		Total City Revenue	\$ 572,300.00		
125		Budget Balance	\$ -		

### Lavon Traffic



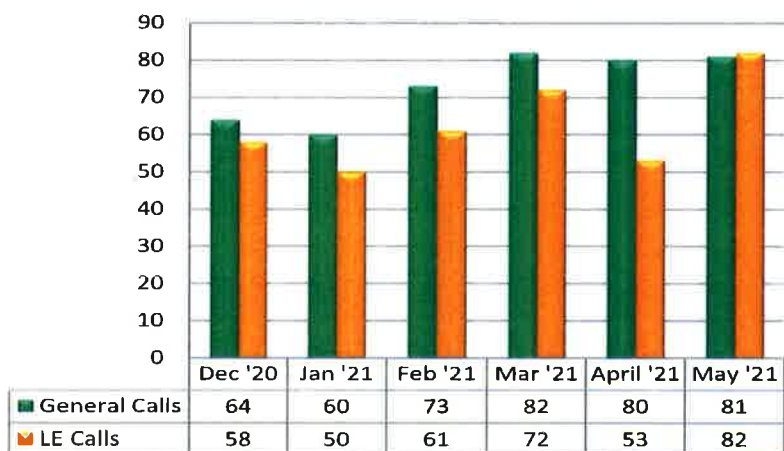
### Nevada Traffic



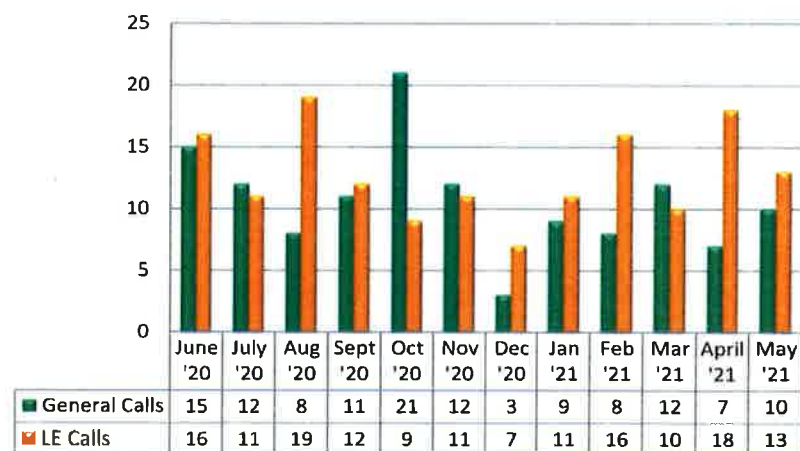
This data shows the number of Traffic Contacts made within the City of Nevada. A traffic stop may contain more than one "traffic contact", such as a driver may be issued 1 citation and 1 warning in 1 stop, resulting in 2 "traffic contacts".



### Lavon Calls



### Nevada Calls



This data shows the number of Calls for Service conducted within the City of Nevada. A call for service may be dispatched or self-initiated by an officer. General Calls and Law Enforcement (LE) Calls are explained in the next slide.

## General Calls versus Law Enforcement Calls

General Calls – Typically a non-priority call that presents little to no danger to the responding officer and could be handled by another City Services department, County Services department or a professional in another field who is specially trained to handle certain types of situations.

*\* A law enforcement officer should always be available to anyone responding to these calls, should the situation escalate beyond the responding person's capability.*

Law Enforcement (LE) Calls – Typically a priority call that has the potential to present an increased amount of danger to the responding officer and/or the public. These calls are generally either crimes being committed, about to be committed, or have already been committed. They also generally include an offense report being taken.

In some instances, another City Services department, County Services department or a professional in another field who is specially trained to handle certain types of situations can be useful to assist, but should not respond alone to the initial call.

*\* Crimes that have been committed and are a delay in reporting or present a low amount of danger (walk in to the Police Department) could be handled by a desk officer or a member of the Police Volunteer Support Unit.*



## **Traditionally General Calls**

Abandoned Vehicle

Animal Problem – Animal Ordinance

Animal Problem – Other Animal Calls

Fire Alarm

Assist Other Agency (AOA) Fire

Assist Other Agency (AOA) Medical

Assist Citizen

Assist Motorist

Construction Noise

Fireworks Complaint

Loud Music

Noise Complaint

Parking Complaint

Moving the Speed Trailer

Traffic Hazard

Welfare Check

Civil Problem

Juvenile Problem

Mental Health

Ordinance Violation

Lost Property

Public Service

Traffic Control

Traffic Hazard

## **Traditionally Law Enforcement Related Calls**

911 Hang-up

Burglary Alarm

Other Alarm (Audible alarm heard in the area)

Simple Assault

Burglary

Burglary, Forced Entry Non-residence

Burglary, Forced Entry Residence

Assist Other Agency (AOA) Law Enforcement (LE)

Firearm Complaint

Narcotic Investigation

Non-Family Disturbance

Unsecure Building

Criminal Mischief

Damaged Property, Vehicle

Family Violence / Domestic Disturbance

Driving While Intoxicated

Fraud, Illegal Use Credit Cards

Fraud Impersonation

Juvenile Problem – Curfew

Juvenile Problem – Runaway

Obstruct Police – False Police Report

Sexual Assault – Strong Arm

Suspicious Activity

Suspicious Person

Suspicious Vehicle

Theft

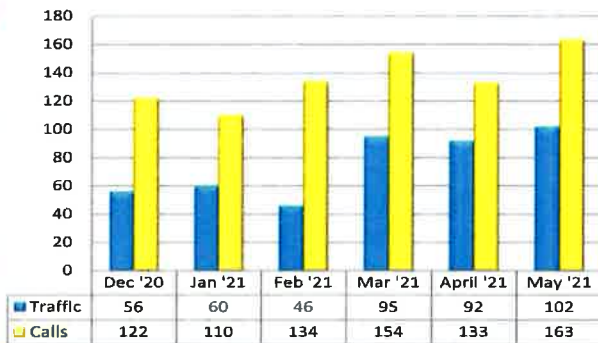
Traffic Accident

*(Injury, Private Property Damage, Vehicle Damage)*

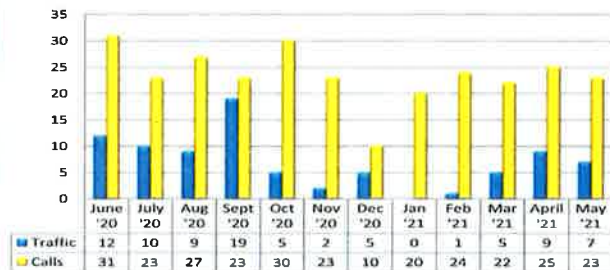
Traffic Problem

*(Dangerous Driver, Reckless Driver, Traffic Offense)*

### Lavon Activity

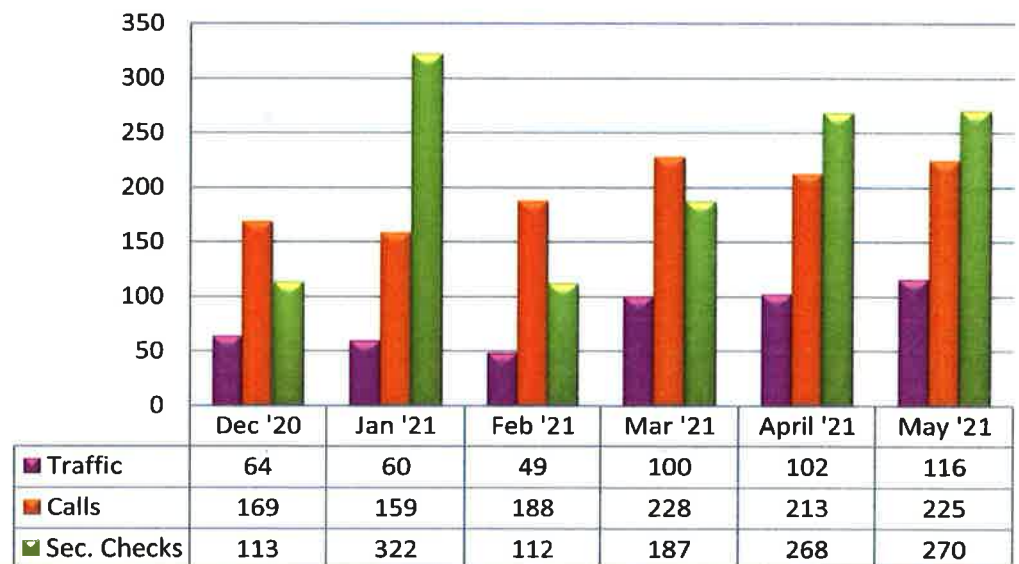


### Nevada Activity



This data shows the total number of both Traffic Contacts and total Calls for Service conducted within the City of Nevada. The purpose of this graph is to give a visual comparison of total activity month to month.

### LPD Activity



This data shows the total activity for the Lavon Police Department and includes Traffic Contacts, Calls for Service and Security Checks which are conducted in the City of Lavon, the City of Nevada and backing up the Collin County Sheriff's Office. The purpose of this graph is to give a visual comparison of total activity month to month.