

Agenda

CITY OF NEVADA

424 E FM 6 NEVADA, TX 75173 | 972-853-0027



AGENDA

CITY COUNCIL MEETING

Tuesday, October 10, 2023

7:00PM at City Hall

Mayor – Benito Ponce

Council Member Place 1 – Mike Laye

Council Member Place 2 – Donald Deering

Council Member Place 3 – Kerrie Longoria

Council Member Place 4 – Clayton Laughter

Council Member Place 5 – Frank Hudson

REGULAR MEETING

1. Call to Order and Declaration of Quorum- Time:
2. Invocation.
3. Pledge of Allegiance to the United States of America -
I pledge Allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with Liberty and Justice for all.
4. Pledge of Allegiance to the Texas Flag -
Honor the Texas flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible.
5. Public Comment –

Citizens are invited to address the meeting with public comments. Comments regarding items for which notice has not been given will be limited to three minutes. 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 when recognized by the Chair. An intentional act intended to disrupt a government meeting is a violation of law.

REPORTS

6. Reports:
 - a. City Secretary Report
 - b. City Attorney Report
 - c. Code Enforcement Report
 - d. Financial Report (2nd Council Meeting)
 - e. Mayor Pro Tem Report
 - f. Mayor's Report/Status
 - g. NVFD Report (2nd Council Meeting)

CONSENT AGENDA: ACTION

7. Approval of Previous Meeting(s) Minutes – September 19, 2023 and September 26, 2023.

REGULAR AGENDA

8. City Council to deliberate on Beer and Wine sales within Nevada City limits.
9. Discuss and consider action on the MyGov platform.
10. Discuss and consider action on the Legacy Park Development Agreement.
Summary: City Attorney, Jim Shepherd and Developer, Bart Carroll are both here tonight to continue this discussion and answer any questions.
11. Review and take any appropriate action on a concept plan for the Bear Creek subdivision by the owners, Cope Equities, for a new single family residential subdivision.
Summary: Bear Creek Development – 88 Single Family Residential Lot Subdivision ranging from .5 to 1.4 acres in size; located on FM 6 in the City of Nevada. The Development has concrete streets. Each Home Estate is well crafted and designed for that country feel and will be priced between \$600K - \$1MM. Also offered are J-Swing garages, high vaulted ceilings, in-law suites and standard features found on luxury homes.”

FUTURE AGENDA ITEMS

12. 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.

- | | | |
|----|-----|-----|
| 1. | 6. | 11. |
| 2. | 7. | 12. |
| 3. | 8. | 13. |
| 4. | 9. | 14. |
| 5. | 10. | 15. |

13. Executive Session - Time: _____

1. *Texas Government Code 551.074 Personnel*----Review of City Clerk and City Secretary positions, evaluation, terms, duties, compensation and related matters for either one or both positions.

As authorized by Section 551.071 (2) of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

14. Regular Session: Reconvene from Executive Session - Time: _____

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

16. Adjournment / Closing - Time: _____

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting, the Council reserves the right to adjourn into executive session on any of the above-posted agenda items in accordance with the sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of an interest in real property], 551.073 [contract for gift to City], 551.074 [certain personnel deliberations] or 551.076 [deployment/ implementation of security personnel or devices] 551.087 [deliberation regarding economic development negotiations].

The City of Nevada is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. **Please call the City Secretary at (469) 788-7610 Ext: 102 for information.**

Attendance by Other Elected or Appointed Officials: It is anticipated that members of other city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the other boards, commissions and/or committees shall not deliberate or decide any matters relating to items listed on this agenda and no minutes shall be prepared.

A member or member of the government body holding this meeting may attend via videoconference pursuant to the provisions of Tex. Gov't Code 551.127. In the event that a member or members of the government body holding this meeting attends via videoconference, a quorum of the government body holding this meeting will be physically present at the location identified above.

I certify that the above agenda for this meeting of the City Council of the City of Nevada, Texas, was posted on the bulletin board at City Hall, in Nevada, Texas, on **Friday, October 6, 2023, at 5:00 pm** pursuant to Chapter 551 of the Texas Government Code.


Morgan Kowaleski, City Clerk



Agenda Item #6 a.
City Secretary's
Report

**Documents will be
available at the City
Council meeting.**

Agenda Item #6 b.
City Attorney
Report

Agenda Item #6 c.

Code

Enforcement

Report

**Documents will be
available at the City
Council meeting.**

Agenda Item #6 e.
Mayor Pro Tem
Report

Agenda Item #6 f. Mayor's Report

Agenda Item # 7



MINUTES

CITY COUNCIL MEETING

Tuesday, September 19, 2023
7:00PM at City Hall

Mayor – Benito Ponce

Council Member Place 1 – Mike Laye
Council Member Place 2 – Donald Deering
Council Member Place 3 – Kerrie Longoria

Council Member Place 4 – Clayton Laughter
Council Member Place 5 – Frank Hudson

City Staff:

Morgan Kowaleski, City Clerk
Dennis Wagner, Code Enforcement
Jim Shepherd, City Attorney

Citizens:

Russell Newton, Bruce Mathews,
Paul Brietzman, Debra Caldwell

REGULAR MEETING

1. Call to Order and Declaration of Quorum –

Time: 7:02PM

Council Member Frank Hudson was absent.

2. Invocation –

Mayor Benito Ponce led the invocation.

3. Pledge of Allegiance to the United States of America –

I pledge Allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with Liberty and Justice for all.

Those in attendance pledged allegiance to the United States of America.

4. Pledge of Allegiance to the Texas Flag –

Honor the Texas flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible.

Those in attendance pledged allegiance to the Texas Flag.

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. An intentional act intended to disrupt a Government meeting is prohibited.

Citizen Paul Brietzman addressed the City Council and spoke about the Budget and Property Tax Increase and the amendment of Ordinance Number O040423.

REPORTS

6. Reports:

a. City Secretary Report –

1. Good Evening, Mayor Pro Tem, Council, and citizens. Revize has sent over an initial design concept, which has been printed out for you. Text, font, images, etc. can all be easily edited for changes. After development, the site will be responsive and fit to any screen size. If there is no feedback on colors, sizing, or placement, we can move forward with this design. Morgan is going to begin working on the sitemap, which is essentially a list of pages for Revize to build out into the new website.
2. Now that we are past the budget season, I have reached back out to our third party vendors for the potholes and street signs. I am expecting updated quotes from them to have the remaining potholes and street signs repaired and replaced. Once we have those back, we will get those in front of the council for approval.
3. I have recently been in contact with Kyle Caperton with Murrey Paschall & Caperton and we are again about to start the independent third-party audit process again, very soon over our finances.
4. There is an update for Dollar General. We have received their payment for both their fire inspection and health inspection. We have sent this information over to BCCS and they are scheduling their inspections. I have talked with BCCS and they have advised that they will have it inspected by the end of the week. Once the inspections are passed, the Dollar General will be back open for business.

b. City Attorney Report –

No report at this time.

c. Code Enforcement Report –

Code Enforcement Officer, Dennis Wagner, was present and provided a documented report for the Council to review.

d. Financial Report (2nd Council Meeting) –

Finance Director, Ray Smith, provided a documented report for the Council to review. Mayor Pro Tem Longoria advised for line item 59 be moved to 101 on the next report.

e. Mayor Pro Tem Report –

No report at this time.

f. **Mayor's Report/Status –**

No report at this time

g. **NVFD Report (2nd Council Meeting) –**

Chief Anderson of the Nevada Volunteer Fire Department gave his report.

CONSENT AGENDA

7. **Approval of Previous Meeting Minutes – August 22, 2023 –**

Council Member Deering made a motion to approve. Council Member Laye seconded the motion. The motion was carried with a 4-0 vote.

REGULAR AGENDA

8. **City Council to deliberate on the Budget and Property Tax increase for 2023-2024 and to include all issues regarding the petition for roll back election –**

Council Member Deering made no comment.

Council Member Laye made no comment.

Mayor Pro Tem Longoria spoke on the comments and conduct of citizen's at the previous Public Hearing.

Council Member Laughter spoke on the goals and projects the City Council has for the City of Nevada.

Mayor Ponce spoke the numerous improvements that have been made during his tenure as Mayor. He also spoke about the inaccurate comments made online pertaining to the previous Public Hearing and the Council. Mayor Ponce encouraged the citizens to reach out to the Council directly with questions or concerns.

9. **Discuss and consider the MyGov questions that were asked by the City Council –**

After much discussion about security concerns and costs, no action was taken.

10. **Discuss and consider the update from the Nevada Economic Development Corporation (NEDC) –**

EDC Member Bruce Mathews provided an update for the EDC. No action was taken.

11. **Discuss and Consider action on the Kerens Street Drainage Project –**

City Engineer Chris Donnan spoke and answered questions on this agenda item.

Council Member Deering made a motion to rebid Drainage Project #9 starting April 1st, 2024. Mayor Pro Tem Longoria seconded the motion. The motion was carried with a 4-0 vote.

12. Discuss and consider the Legacy Park Development Agreement –

City Attorney Jim Shepherd and Bart Carroll spoke on this Agenda Item.

Council Member Laye made a motion to table Agenda Item #12 until the next meeting with changes, and a copy of the redline Development Agreement. Council Member Deering seconded the motion. The motion was carried with a 4-0 vote.

13. Discuss and Consider action on amending Ordinance Number 040423, an ordinance of the City of Nevada, Collin County, Texas regulating property maintenance and community appearance; providing a savings clause; providing a repealer clause; providing a penalty clause based on state law and the type of violation not to exceed \$200.00, \$500.00; or \$2000.00 for each violation; and providing an effective date –

After much discussion, Council Member Deering made a motion to approve the amendment. Council Member Laye seconded the motion. The motion was carried with a 4-0 vote.

14. Discuss and consider action on the replat of Community Corners –

Council Member Laye made a motion to approve the plat due to the lack of movement on the 30-day shot clock. Council Member Deering seconded the motion. The motion was carried with a 4-0 vote.

15. Discuss and consider action on the replat of CRBR Ranch –

Council Member Laye made a motion to approve the plat due to the lack of movement on the 30-day shot clock. Council Member Deering seconded the motion. The motion was carried with a 4-0 vote.

16. 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.

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|----------------------------|-----|-----|
| 1. My Gov Action | 6. | 11. |
| 2. Legacy Park Development | 7. | 12. |
| 3. Kerens Street Drainage | 8. | 13. |
| 4. ½ Acre Ordinance | 9. | 14. |
| 5. | 10. | 15. |

17. Executive Session –

Time: 10:00 PM

18. Regular Session: Reconvene from Executive Session –

Time: 10:39 PM

19. If required, act on items reviewed in Executive Session –

Council Member Deering made a motion to accept the resignation of City Secretary, Deuce Waters. Council Member Laughter seconded the motion. The motion was carried with a 4-0 vote.

20. Adjournment/Closing –

Time: 10:42PM

Benito Ponce, Mayor

Attest:

Morgan Kowaleski, City Clerk



MINUTES

CITY COUNCIL SPECIAL SESSION

Tuesday, September 26, 2023

7:00PM at City Hall

Mayor – Benito Ponce

Council Member Place 1 – Mike Laye

Council Member Place 2 – Donald Deering

Council Member Place 3 – Kerrie Longoria

Council Member Place 4 – Clayton Laughter

Council Member Place 5 – Frank Hudson

City Staff:

Morgan Kowaleski, City Clerk

Citizens:

Russell Newton

Bruce Mathews

SPECIAL MEETING

1. **Call to Order and Declaration of Quorum –**

Time: 7:00PM

2. **Invocation –**

Mayor Benito Ponce led the invocation.

3. **Pledge of Allegiance to the United States of America –**

I pledge Allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with Liberty and Justice for all.

Those in attendance pledged allegiance to the United States of America.

4. **Pledge of Allegiance to the Texas Flag –**

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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. An intentional act intended to disrupt a Government meeting is prohibited.

No public comment.

6. **Executive Session –**

Time: 7:03PM

7. **Regular Session: Reconvene from Executive Session –**

Time: 7:55PM

8. **If required, act on items reviewed in Executive Session –**

No action was taken on items reviewed in the Executive Session.

9. **Adjournment / Closing –**

Time: 7:56PM

Benito Ponce, Mayor

Attest:

Morgan Kowaleski, City Clerk

Agenda Item #8

Agenda Item # 9

Hi morgan,

Great news. I hope everything goes as planned. See the answers to your questions below.

1. Is there a user limit? For example, right now we have 2 full-time employees. When we eventually grow, is there a cost associated to having more user logins? **There are no limits to the number or type of registered users.**
2. How does MyGov keep their/our site secure? **I have attached a technical document that gives an overview of our security posture.**
3. Is there a rate guarantee for a certain time period, or should we expect the cost to rise every year? **MyGov feels strongly about pricing integrity and transparency. While our subscription rates may not be the lowest, our total cost of operations is typically very competitive. Historically we have announced modest increases once every two years and we had a small adjustment in 2023. I would not expect to see an increase in 2024. By offering short (1 year terms) we are forced to deliver a good value each and every year.**
4. Our NVFD uses GIS mapping to locate fire hydrants, etc... Would we be able to give them access to that module? **Yes, the NV Fire Department may access any of the modules purchased by the City for whatever activity the city deems appropriate. They may access the GIS module to locate fire hydrants as long as the data (Hydrant location data) has been added to MyGov GIS in the form of a data layer.**

In addition to the technical and security document, you'll find a few resources that I've put together for you that might help with your council meeting.

[MyGov 5 Platform Tech Overview.pdf](#) - Contains available security information.

Internal Proposal Stage:

[MyGov Overview Presentation](#) - Presentation slides that can be used for internal or council presentations.

[Module Descriptions](#) - High level overview of MyGov Modules. Great for city Management or elected officials

[Feature Descriptions](#) - High level overview of MyGov Modules. Great for city Management or elected officials

Contracts Stage:

[Software Subscription Agreement](#) - Link to allow you access to my calendar for any type of discussion or meeting.

Please let me know if you have any further questions or needs.

Sincerely,

Scot Hills

Sales

scot@mygov.us | 512-968-2552

MYGOV 5

PLATFORM TECH OVERVIEW

OVERVIEW

MyGov 5 is a modern Software-as-a-Service (SaaS) multi-tenant web-based application used by municipalities nationwide to manage their cities and care for their citizens. Platform front-end access for municipal employees, local citizens, and collaborators (e.g., contractors, trades, etc.) is available via a modern web browser.



CLOUD COMPUTING

MyGov 5 is deployed within a dedicated Microsoft Azure tenant. This allows MyGov to utilize Azure IaaS components and PaaS services to build and operate a robust, highly-available, and scalable solution to meet your Community Development and Public Works needs.



MULTI-TIER INFRASTRUCTURE

MyGov 5 employs a defense-in-depth strategy to provide a multi-layered, resilient, scalable, and secure environment for our municipal partners to use. By following the Principle of Least Privilege, our architecture safeguards the platform's confidentiality, integrity, and availability.

This Service Oriented Architecture (SOA) approach allows our components to follow separation of concern best practices and provide low friction scale points to ensure the MyGov platform infrastructure can continue to scale to meet future demand.

MYGOV 5

PLATFORM TECH OVERVIEW



PENETRATION TESTING

The MyGov 5 platform undergoes continuous penetration by a security third-party to ensure the platform environment is not affected by recently discovered exploits, as well as regular full scans to ensure continued security compliance.



MONITORING

The MyGov 5 platform is continuously monitored for issues or other anomalies so that any that arise may be addressed quickly. We use multiple monitoring systems to monitor platform access and availability as well as for the collection of metrics including KPI threshold warnings for individual platform components.



PCI COMPLIANCE

For online payments using credit or debit cards, MyGov has partnered with i3 Verticals Payment Systems, which maintains PCI Compliance validated by Visa.



DATA OWNERSHIP / RETRIEVAL

All paying Customers utilizing the MyGov Services, as defined in the Subscription Services Agreement, retain an ownership right to their data.

MYGOV 5

PLATFORM TECH OVERVIEW



PLATFORM EDGE PROTECTION

MyGov 5 leverages traffic security, load-balancing, and traffic management capabilities provided by both Cloudflare and Microsoft Azure to secure, shape, and monitor front-end access to the platform.



WEB TRAFFIC ENCRYPTION

MyGov enforces a 100% HTTPS policy which encrypts all information being passed over the Internet using 256 Bit Strong SSL Encryption and uses Strict Transport Security (HSTS) to tell browsers that we use HTTPS only. Secure encryption and identity insurance is provided by Digicert, an independent SSL Certificate Authority.



DATA PROTECTION

MyGov 5 platform data components are geo-redundant with clustered failover capabilities to ensure data availability even in the event of data component failure. Municipal data is physically segregated to ensure the security and privacy of your data.

Municipal data is backed up regularly, with backups securely stored on geo-redundant storage to ensure availability.

Agenda Item # 10

**LEGACY PARK ADDITION
CITY OF NEVADA, COLLIN COUNTY, TEXAS
DEVELOPMENT AGREEMENT**

This Development Agreement (this "Agreement") is made and entered into as of the ___ day of _____, 2023~~2~~ (the "Effective Date"), by and between THE CITY OF NEVADA, TEXAS (the "City"), and HNJJN LLC, a Texas limited liability corporation (together with its assigns which agree to and have signed this Agreement), the "Developer") (the City and the Developer, individually, a "Party" and collectively, the "Parties").

WHEREAS, the Developer will file with the City ~~has received~~ a request for approval of a final plat from the Developer covering certain property located in the extraterritorial jurisdiction ("ETJ") of the City (the "Property"), said Property being further described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, as the entire Property is within the City's ETJ on the Effective Date, the Parties have the authority to enter into this Agreement pursuant to Section 212.172 *et seq.* of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.172 *et seq.* of the Texas Local Government Code; and

WHEREAS, the City Council of the City (the "City Council") is of the opinion and finds that in accordance of the approval of the final plat of the property that these conditions and agreements will regulate the development of the Property, including requirements of the become part of that final plat in the form of this Agreement, the conditions of which are as follows:

Development Regulations

- I. The concept plan attached as **Exhibit B**, (the "**Concept Plan**"), which Concept Plan is considered to be a Development Plan as provided for in Section 212.172(b) of the Texas Local Government Code. Any plats will conform to the Concept Plan, and;
 1. Subdivision Fence. The Developer will construct a fence along the frontage of FM Highway 6.

The screening fence will be constructed as follows:

- A. Solid masonry (brick or stone) columns 18"x 18" and 6.5' tall height will be constructed along FM Hwy 6. Column spaced every 40' l.f. along masonry fence or combination masonry and wood fence. (See Exhibit "Screen Fence") for example.
- B. Between the columns along FM 6, a masonry fence or combination masonry column and footing with wood fence insert will be constructed. (See Exhibit "Screen Fence")
- C. Maintaining the columns and wood fence of the Screen Fence shall be the

responsibility of the property owners of the subdivision, known as "Legacy Park",
either through a property owners association or individual assessments.

⁴
B.

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2. Building Specifications

1. 100% Masonry Exterior on first floor (Brick, Stone, or combination of Brick and Stone), second story shall be 70% masonry and 30% cement siding.
2. Square Footages to be a minimum 2000 square feet.
3. Streets Lights will be installed, with poles, lights and locations to be approved by the City.
4. Floor Plans will not be repeated within 7 lots on the same street.
5. 95% of the residential floor plans will be constructed with J-swing driveway
6. 31' b-b Concrete Paved Streets (per City of Nevada technical standards)

3. Landscaping. The landscaping on each lot at the completion of the home construction will be, at a minimum, of the following:

- A. Two (2) trees will be planted in the front yard of each home.
- B. Front, rear and side yards will be established by sod or hydro-mulch.
- C. At least five (5) shrubs will be planted in the front yard of every home.

4. Yard Requirements. Yard requirements for homes will be as follows:

- A. Front Yard – All front yards shall have a depth of not less than twenty five feet (25').
- B. Side Yard – All lots shall have a side yard of not less than fifteen feet (15') on each side.
- C. Rear Yard – All lots shall have a rear yard depth of not less than thirty feet (30').
- D. Corner Lot – All corner lots shall have a side yard of not less than fifteen feet (15') on the side that is facing a street.

5. Lot Requirements. Lot requirements will be as follows:

- A. All lots shall have a width of not less than one hundred feet (100'), or a minimum of 75' at the building setback line on a cul-de-sac lot.
- B. Lot acreages will consist of maximum of 8 (eight) lots with a minimum of 0.50 acres. The balance of the lots will be larger to a maximum of 1.16 acres.

6. Sidewalks:

- A. The Builder will install front sidewalks throughout the Property on both sides of the street, sidewalks will be four feet (4') wide and four inches (4") thick concrete.

7. ~~Inspection Fees. Notwithstanding anything to the contrary contained in Section III, Construction Inspection, of Exhibit A to City of Nevada Ordinance No. 03-05, dated October 13, 2003, the Developer will pay a construction inspection fee of four and one-half percent (4.5%) of the cost of construction in public rights of way which will be limited to paving of streets, roads, and storm drainage. The inspection fee will be paid in two (2) payments, with one-half (1/2) due full at the start of construction and one-half (1/2) due at the completion and acceptance of streets, roads, and storm drainage, by the City. The Developer will pay an inspection fee for the water lines and water supply system, including fire protection, separately to the Nevada Water Supply Corporation ("NWSC").~~

8. Maintenance Bond. Notwithstanding anything to the contrary contained in City of Nevada Ordinance No. 02-05 pertaining to "Regulating and Controlling the Subdivision and Platting Land," the Developer will furnish a two (2) year, Twenty percent (20%) maintenance bond on all paving and drainage improvements. Such maintenance bond shall be in an amount equal to One Hundred percent (100%) of the total cost of paving and drainage improvements for said development in order to indemnify the City against any repairs which may be necessary in connection with the construction of said improvements arising from defective workmanship or materials for a period of at least one (1) full year from final acceptance of each phase of development.

8. two years.

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Annexation

9. Consent to Annexation. THE DEVELOPER FULLY CONSENTS TO THE FULL PURPOSE ANNEXATION OF THE PROPERTY INTO THE CORPORATE LIMITS OF THE CITY IN ACCORDANCE WITH THIS AGREEMENT AND WAIVES ALL OBJECTIONS AND PROTESTS TO SUCH ANNEXATION, WHETHER SUCH ANNEXATION BE IN PART OR IN FULL. THIS AGREEMENT SHALL SERVE AS THE PETITION OF THE OWNER FOR FULL PURPOSE ANNEXATION OF THE PROPERTY OR ANY PART THEREOF IN ACCORDANCE WITH THIS AGREEMENT. THIS PROVISION SHALL RUN WITH THE LAND AND BIND ALL FUTURE OWNERS OF ANY PART OF THE PROPERTY AND SHALL SURVIVE THE TERM OR TERMINATION OF THIS AGREEMENT.

9. THE DEVELOPER AND ALL OWNERS AND ASSIGNS WARRANT AND REPRESENT THEY HAVE RECEIVED THE ANNEXATION DOCUMENTS ATTACHED AS EXHIBIT _____, AND THEY UNDERSTAND AND AGREE TO THOSE PROVISIONS.

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Additional Provisions

10. **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);

- c. The special regulations set forth on Exhibit C ("Development Standards");
d. The city zoning ordinance relevant to one half acre lots for any requirements not plainly stated to the contrary in this Agreement, and
e. 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 including all requirements for septic system plans, installation and approvals of and by the City of amendments thereto; and

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e.f. In the event of a conflict, the Texas Law Developer's Agreement shall prevail.

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~~a. 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~~

11. 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.

~~12. 222 Conditions to Agreement. This Agreement is conditioned upon and subject to (i) the Nevada Special Utility District transferring the Certificate of Convenience and Necessity covering the Property to NWSC and (ii) the Developer executing a Non-Standard Service Agreement with NWSC with terms and conditions agreeable to the Developer.~~

Commented [BC1]: This item had been completed and no longer necessary to include in this agreement

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13. Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) constitute a legislative finding by the City Council of the City. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

14. Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) shall be in writing, shall be signed by or on behalf of the Party giving the notice, and shall be effective as follows: (a) on or after the tenth (10th) business day after being deposited with the United States mail service, Certified Mail,

Return Receipt Requested with a confirming copy sent by fax or email; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the notice is addressed); or (c) otherwise on the day actually received by the person to whom the notice is addressed, including, but not limited to, delivery in person and delivery by regular mail (with a confirming copy sent by fax or email). Notices given pursuant to this section shall be addressed as follows:

To the City of Nevada, Texas: _____ With a copy to: City Attorney

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<u>Mayor's Office</u>	<u>(Which shall not constitute Notice)</u>
<u>City Secretary's Office</u>	<u>Shepherd Law Firm</u>
<u>424 FM 6</u>	<u>1901 N Central Expy Ste 430</u>
<u>Nevada, TX 75173</u>	<u>Richardson, TX 75080</u>
	<u>972-234-3117</u>

To the Developer:

HNJN LLC. % Hai Nguyen
7157 Chelsea Drive
North Richland Hills, TX 76180
Email: hdnhdb@yahoo.com
Phone: (214) 718-5341

15. Reservation of Rights. This Agreement constitutes a "permit" within the meaning of Chapter 245, Texas Local Government Code, as amended, for the Developer's development of the Property, only when fully signed by all parties, and filing fees paid in full by the Developer.
16. Enforceability. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.
17. Applicable Law: Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County, Texas. Venue for any action to enforce or construe this Agreement shall be Collin County, Texas.
18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

AGREED TO AND EXECUTED by the Developer and the City to be effective as of the Effective Date stated above.

CITY OF NEVADA, TEXAS

By:

_____, Mayor

ATTEST:

By:

_____, City Secretary

STATE OF TEXAS

§

COUNTY OF COLLIN

§

§

This instrument was acknowledged before me on _____, 2023~~18~~ by
_____, Mayor of the City of Nevada, Texas on behalf of said city.

Notary Public, State of Texas

AGREED TO AND EXECUTED by the Developer and the City to be effective as of the Effective Date stated above.

HNJN LLC., a Texas corporation

By:

Hai Nguyen, Managing Member

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on _____, 2022 by HNJN LLC., a Texas corporation, Hai Nguyen on behalf of said corporation.

Notary Public, State of Texas

SCREEN FENCE EXAMPLE





Agenda Item # 11



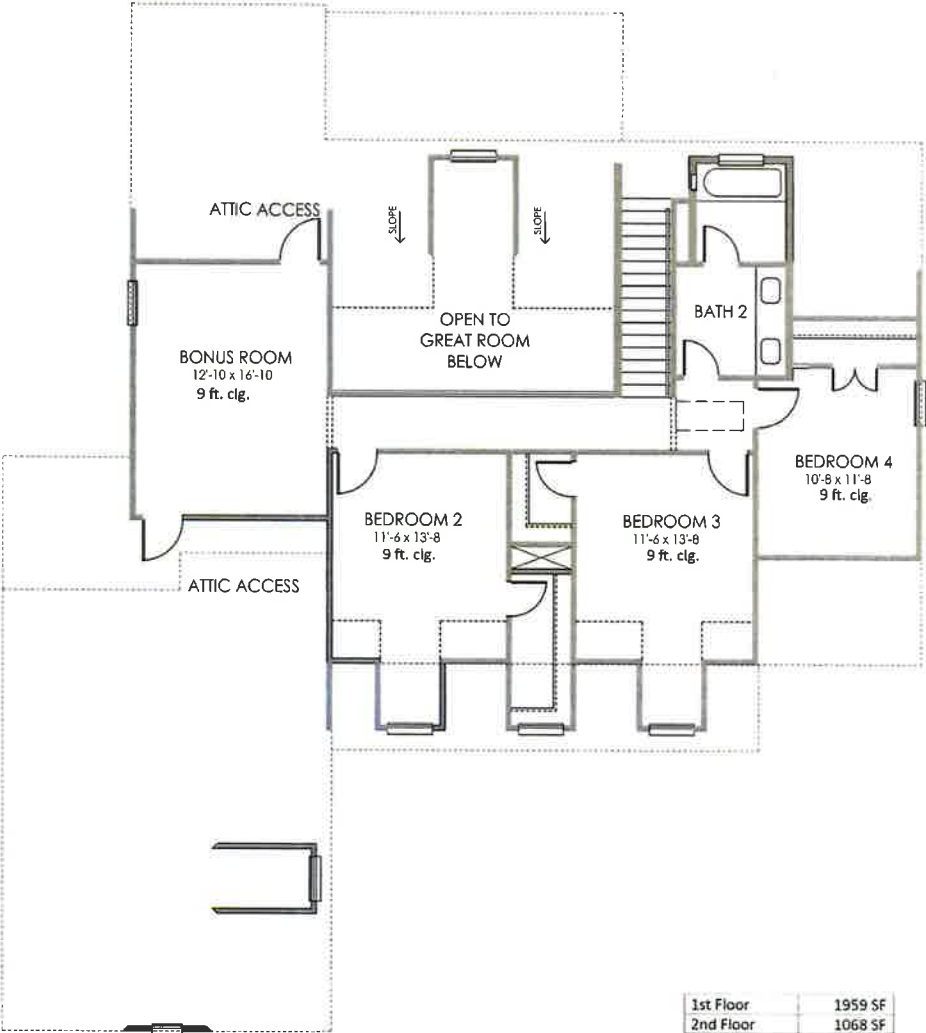
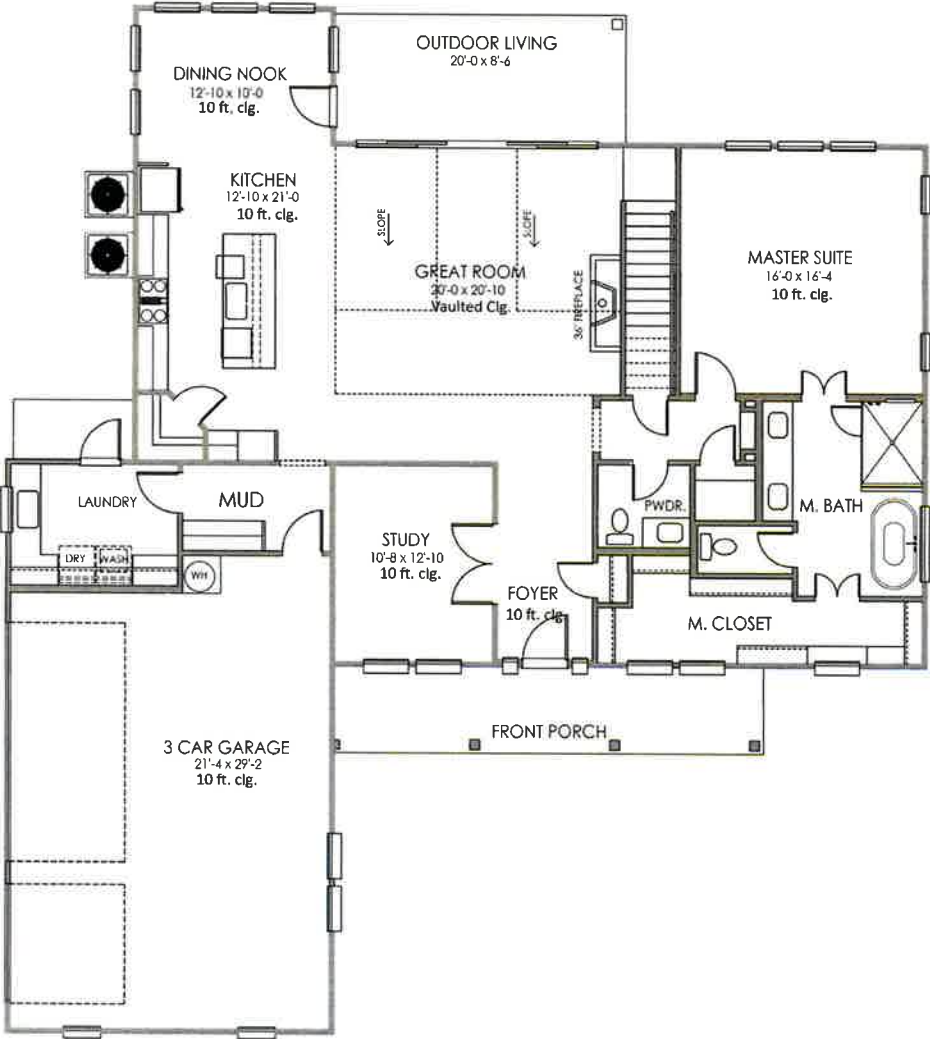
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Bear Creek



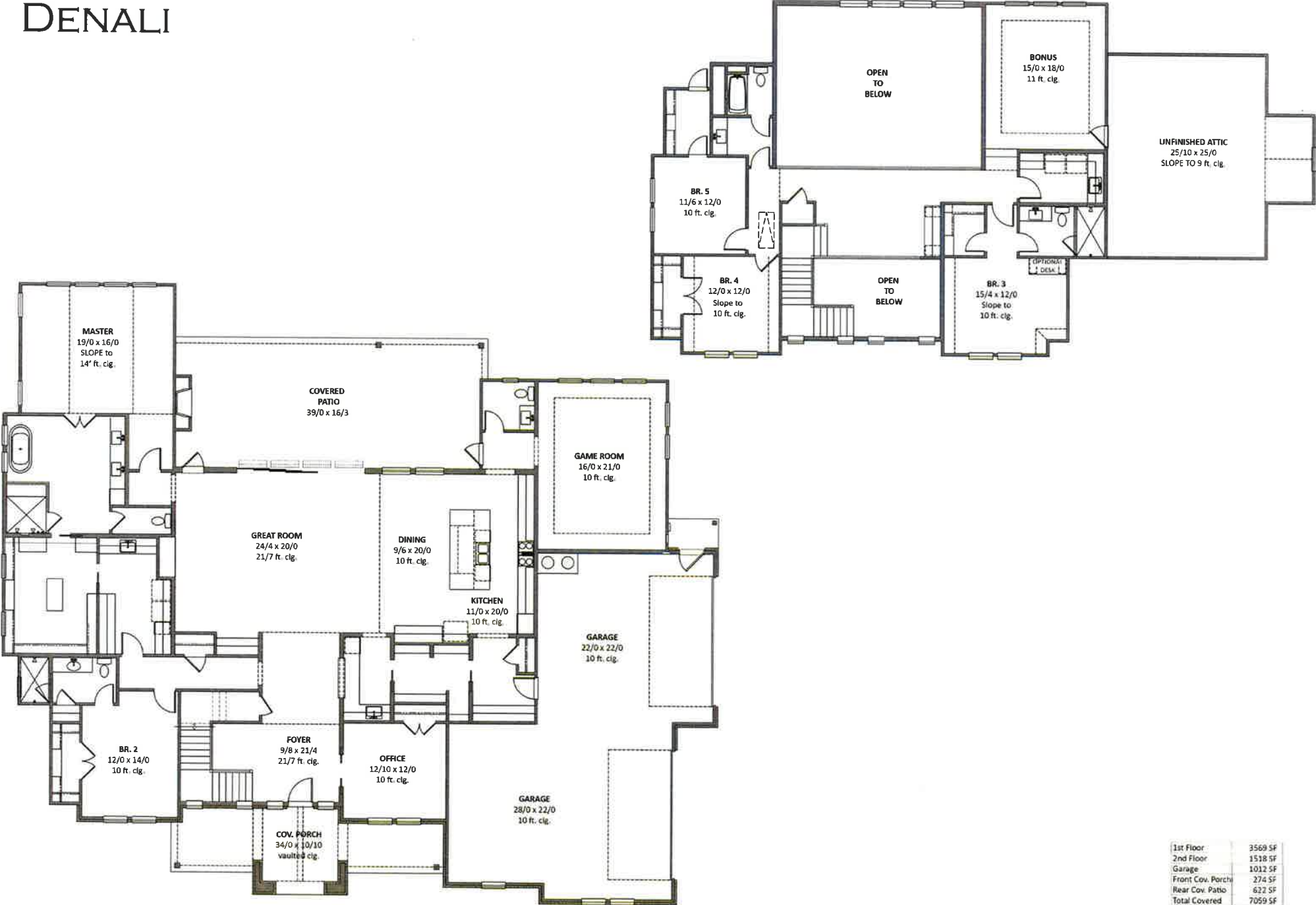
ADAMS



1st Floor	1959 SF
2nd Floor	1068 SF
Garage	672 SF
Front Cov. Porch	168 SF
Rear Cov. Patio	169 SF
Total Covered	4036 SF



DENALI



1st Floor	3569 SF
2nd Floor	1518 SF
Garage	1012 SF
Front Cov. Porch	274 SF
Rear Cov. Patio	622 SF
Total Covered	7059 SF



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SITE WORK

Lot Bench	Lot Scrape and Bench completed to remove all vegetation from house pad and 10' around perimeter
House Pad	House Pad to be placed at or above street level whenever possible. Bring in fill when necessary to elevate house pad.
Rough Grade	Positive drainage established around 10' around perimeter of home to remove water away from Foundation
Final Grade	Grading is completed Property Line to Property Line and 30' behind home with grade sand (Sand supplied by BUILDER)

FOUNDATION & FLATWORK CONCRETE

Slab	Engineered post tension monolithic concrete slab on grade, designed by licensed Engineer
	Minimum 3,000 PSI compressive strength concrete over 6 mil. poly vapor barrier over 4" cushion sand
	Min. 1/2" diameter anchor bolts installed at every 6' O.C., imbedded a min. of 7" deep
	House setback 40' from property line; see plot plan
Garages	Garage dropped 3-1/2" - unless noted otherwise
First Floor Showers	Mud Pan Showers dropped 3-1/2"
Brick/Stone Ledge	3.5" ledge on any plans with stone, usually front elevation only. See plans.
Leadwalk	4" Brushed finish concrete; 4' wide - leading to Driveway
Motor Court	4" Brushed finish concrete; 24' deep x width of Garage Doors
Driveway	4" Brushed finish concrete; 16' wide leading from Motor Court to street
Approach	4" Brushed finish concrete; 16' wide
Culverts	Build and pour headwalls for culverts if subdivision requires culverts
HVAC Pad	4" Brushed finish concrete ; poured with flatwork

FRAME & SIDING

Walls	2"x4" treated bottom plate with double top plate; studs installed @ 16" O.C. unless otherwise noted
	Sill seal at all Base Plates
	2"x6" Cabinet & Hardware Blocks
Floor System	I-Joist Floor System
Subfloor	3/4" T&G Advantech Subfloor; glued and screwed to prevent squeaking
	3/4" T&G Advantech Subfloor Platform at Attic mechanicals
Roof Decking	7/16" Radiant Barrier Decking
Sheathing	7/16" Huber ZIP Wall system, taped at seams with ZIP Tape
Fascia	3/4" x 4" Fiber Cement trim
Soffit	1/4" Fiber Cement vented soffit
Patio Ceiling	4x8 Fiber Cement soffit panel installed w/ screen mold
Lap Siding (where shown)	5/16" x 8.25" Fiber Cement Traditional Lap Plank Siding (7" Reveal)
Shake Siding (where shown)	1/4" x 6" Fiber Cement staggered Edge Shingle Siding
Board and Batten (where shown)	5/16" x 16" Fiber Cement Panel w/ 1x2 Fiber Cement Trim installed on seams, 16" O.C.
Flashing	"Z" Flashing where required
Trim	3/4" x 4" Fiber Cement Textured Trim
Window/ Door Trim	3/4" x 4" Fiber Cement Textured Trim
Stone Water Table Trim	3/4" x 4" with 3/4" x 2" Fiber Cement Traditional Trim on top of Stone (where Stone is shown)

PEST CONTROL

Termite Treatment	Borate sprayed on wood frame at 48" A.F.F.
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WINDOWS

Frames	White Exterior/Interior Vinyl Frames (Black is upgrade)
Glass	Dual paned, Insulated Low-E Glass; see Plan for obscured vs. clear
Grids	Flat Grids between Glass, Front Elevation only (Per plan)
Attic Windows	Attic Windows are to be "Blacked Out" so attic is not visible through glass
Window Screens	Screens to be included on all Operable Windows
Temp. Glass	Tempered glass where required
	Windows to be delivered with protective film
	Windows to be properly sealed with ZIP Tape and ZIP Stretch Tape Flashed in Sills
Sliding Patio Door	16x8 Multi-Slide Slider (Per Plan)
	16x8 Bi-Parting Slider (Per Plan)

ROOFING

Shingles	30 year composition shingles, color per Exterior Color Scheme
Underlayment	Synthetic 15# felt underlayment
Vents	Low profile Roof vents to be located typically on back of home
Flashing	Step & kickout flashing installed by roofer behind Siding material



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EXTERIOR STONE	
Exterior Stone per Exterior Color Scheme - refer to Selection Sheets for specific color	
Stone Material	Manufactured Stone Veneer - located per plan
GARAGE DOORS/ OPENER	
Garage Door	8' Tall, Long Bead Board Paneling, No Glass, Color per Exterior Color Scheme
Door Opener	Liftmaster 8155W, 1/2 HP AC belt driven, Wi-Fi enabled door opener
HVAC	
System	16 SEER Condenser, Gas Furnace w/ Propane Kit
Duct	R-6 Flex Duct
Returns	Install air returns at all closed off Living Areas
Filter	4" MERV 10 Media Filter
Thermostat	Honeywell T6 Pro WiFi enabled Thermostat (TH6210U)
Bath Fans	Supply, install and vent 50 CFM rated exhaust fans
Dryer Vent	Supply, install and venting of dryers
Cooktop Vent	Supply, install and vent 6" Metal Pipe at Cooktop Vent **Does not apply to In-Law suite or Guest House Kitchens**
PLUMBING	
Plumbing Sand	Provided by Plumber
Supply	Service up to 100' from Meter
Water Shut-Off	Main shut off valve installed 48-60" AFF in Garage w/ open trim box, located per Plan
Supply	Zurn Pex sized per code with Zurn Corrosion Resistant Fittings
Stub-Outs	Copper Stub-Outs for all commode and faucet connections w/ chrome escutcheons
Drain Lines	PVC-Foam Core - sized per code
Sewer	Plumber to stub out of house 5' with cleanouts, Septic Contractor will tie in to tanks later
Septic	500-800 Gal Aeration Tank/ Aerobic On-Site Septic System, chlorine tablets
Gas Supply	Propane is Standard. Supply gas to following fixtures each home standard: Cooktop Furnace(s) Water Heater(s) Indoor Fireplace Outdoor Fireplace (when shown on plan) Appliance stub on back patio
Water Heater	(1) 50 gal Rheem Gas Water Heater (3.5 Baths or less); (2) 50 gal Rheem Gas Water Heaters (4.0 Baths or greater)
Kitchen Refrigerator	(1) Ice Maker Box w/ valve and water hammer device
Laundry Room	(1) Washer Box w/ valves and water hammer device
Garbage Disposal	1/2 HP Insinkerator Badger-5 Disposal
Hose Bibbs	(3) Exterior Frost Proof Hose bibbs are included; located per Plan
PLUMBING FIXTURES - Supplied by PLUMBER	
Kitchen/ Bar/ Laundry	
Kitchen & Laundry Faucet	Delta Trinsic 9159-BL-DST Single Handle Pull-Down Faucet Black
Prep/ Wet Bar Faucet	Delta Trinsic 9959-BL-DST Single Handle Pull-Down Bar/Prep Faucet Arctic Black **ONLY IF SHOWN ON PLAN**
Bathroom Fixtures	
Lavatories	Delta Trinsic 559HA-BL-DST Single Handle Bathroom Faucet Matte Black
Sinks	Sinks are provided by Countertop installer; please refer to the Countertop section
Master Shower Trim	(1 or 2) Delta Trinsic T14259-BL Monitor 14 Series Shower Trims Matte Black; installed @ 84" A.F.F.
In-Law Suite/ other Stand-up Showers	(1) Delta Trinsic T14259-BL Monitor 14 Series Shower Trims Matte Black; installed @ 84" A.F.F.
Shower Pan	Tiled Mud Pan; Plumber to supply liner
Master Tub Trim	(1) Delta Trinsic T2759-BL Tub Mounted Tub Filler - Matte Black
Secondary Bath Tub Trim	(1) Delta Trinsic T14459-BL Monitor 14 Series Shower Trim Matte Black; installed @ 84" A.F.F.
Rainfall Head	Delta Trinsic 52158-BL Single-Setting Metal Raincan Shower Head with U4999-BL nipple & flange **AS UPGRADE ONLY**
Master Tub	6' Freestanding, supplied by builder, center drain, deck-mounted faucet
Secondary Bath Tubs	(1) Sterling 711711110-0 White Fiberglass Tub 30" X 60" X 16"
Commodos	Western Pottery Elongated commode, Soft close lid
Mop Sink Faucet	Delta 175-DST Single Handle Kitchen Faucet with Spray - Chrome **WHEN MOP SINK UPGRADE IS CHOSEN**
LOW VOLTAGE	
Security Pre-Wire	(2) CAT6 pre-wires for future security cameras, one on front elevation, one on rear, terminated in wiring panel
Alarm Panel Wiring	Wiring run to mud room for future alarm panel installation, panel not included



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Conduit	Conduit running from Wiring Panel to Attic for future use
Wiring Panel	30" Plastic enclosure with hinged door
Service	1 1/2" Conduit with (1) CAT6 and (1) RG-6 Line run from exterior to Structured Wiring Panel
Outlets	(4 or more) CAT6 + RG-6 Outlets throughout home; located per Plan
ELECTRICAL	
Electrical designed per 2020 NEC Code	
All Copper wiring (excluding Subfeed) 120 volt wiring in 14 and 12 gauge per NEC	
Electrician to supply and install Temporary Pole for Construction	
All Decorative Lighting provided by Builder and delivered to Electrician	
Electrician to provide fixtures for Disc Lights & Flood Lights	
Trenching for Street Lamps and detached Buildings/Guest Houses provided by Builder	
Control Panel:	ARC Fault Breaker Control Panel
Switches	White Decora Rocker style switches
Exterior Outlets	(3) Exterior Outlets with In-Use Covers; (1) Front Porch, (1) Outdoor Living, (1) HVAC access
Interior Outlets - 120V	Interior Outlets placed per code
Interior Outlets - 240V	220 Outlets installed at Oven, Dryer, HVAC Condenser(s)
Gas Appliances - Note	Cooktop, Furnace(s), Water Heater(s) are propane
Fireplace	Wire for gas fireplace, see plan for location of starter switch
Refrigerator	Refrigerator on DEDICATED CIRCUIT
Kitchen Outlets	Install Kitchen Backsplash Outlets horizontally 42" A.F.F.
TV Plug - Great Room	Install Outlet and CAT6 at 84" A.F.F. on TV Wall and Outlet at floor level
TV Plug - Patio	When plan shows exterior fireplace, Install Outlet and CAT6 at 84" A.F.F.
Door Chime	(1) Door Chime (per floor) supplied and installed in hallway near Main Living areas
Exhaust Fans	Supplied and installed by HVAC Contractor; provide wiring only
Smoke Detectors	Smoke detectors installed per code
Disposal Switch	Kitchen Sink Disposal Switch - Located in the backsplash if sink is on a wall; otherwise located below the sink.
Disc Lights	LED Disc Lights installed throughout home - no recessed cans
Showers/ Bathtubs	(1) Water-proof LED Disc Light installed at every Shower/ Tub
Ceiling Fan Block/ Wire	Block and wire (2 switches) for Ceiling Fans in all Bedrooms, Study, Great Room, Bonus Room, Outdoor Living
Ceiling Fan Installation	Install fans where marked per plan; usually all bedrooms, great room, office, bonus.
Garage Lights	LED Disc lights in Garages
Attic Lights	Keyless Fixtures in Attic Spaces
Exterior Sconce - location	(2-3) Coach Lights for every Front Elevation - located at Garage Doors only
Entry Chandelier	(1) centered inside Foyer
Dining Chandelier	(1) centered inside Dining Room (or Nook)
Vanities	(1) centered over every bathroom Sink/Faucet
LIGHT FIXTURES	
ALL LIGHT FIXTURES ARE DETERMINED BY INTERIOR COLOR SCHEME - PLEASE REFER TO ADDRESS SPECIFIC SELECTION SHEETS	
INSULATION	
2x4 Exterior Walls •	R-15 Fiberglass Blown-In Wall Insulation
2x6 Exterior Walls	R-20 Fiberglass Blown-In Wall Insulation
Sloped Ceilings	R-30 Fiberglass Batt Insulation
Garage Ceilings (under Living Area)	R-19 Fiberglass Batt Insulation
Attic Insulation	R-38 Blown Fiberglass Insulation
Polyseal	Polyseal installed at Base Plates, Top Plates, Windows and Doors (all penetrations)
SHEETROCK	
Sheetrock	1/2" Gypsum Board installed on all Interior Walls
Type-X Fire Rated	5/8" Type-X Gypsum Board installed at Garage Ceilings and Common Walls, and under Stairs
Denshield	1/2" Denshield or Hardie Backer at Bathroom Showers and Tubs
Texture	Knockdown Texture on all Interior Walls and Ceiling, Including Garage
Corners	Square corners throughout home
PAINT	
All Interior and Exterior Paints and Stains to be Sherwin Williams	
All Colors are determined by Interior Color Selections - See Address Specific Selection Sheet for actual colors	
Exterior Paint	SW A100 Exterior Latex Satin
Interior Walls and Ceilings	Builders Solution Latex Flat - tinted per selection
Interior Trim & Doors	SW Solo Latex Semi-Gloss - tinted per selection
Entry Door & Handrail	Dura Seal Stain with Water-Base Semi-Gloss Polyurathane Varnish



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Garage	Same paint as interior walls and ceilings
STAIRS	
Specs below for areas on plan showing rail; all other areas get half wall with MDF cap	
Starter Step	Oak Starter Step w/ MDF Painted Riser (step stained same as hand rail, riser painted same as trim)
Treads	Carpet Treads and Risers
Hand Rail	6002 Red Oak Rail with square rosettes
Newell Post	5 1/2" Square Cap 5000, Red Oak (stained same as handrail)
Rake Wall	6" Tall Rake Wall w/ Painted MDF, on inner skirt (painted same color as trim/ doors)
Skirt & Apron	6" Painted MDF (painted same color as trim/ doors)
Balusters	5 straight, 1 single rectangular balluster (.5" x 44") installed with shoes
Half Wall	All other areas shown are half walls
TRIM AND DOORS	
Doors	All Doors on first floor are 8'0" Solid Core. All Doors on second floor are 6'8" Hollow Core (Attic walk-in doors are solid)
Front Entry Door	3'-0 x 8'-0" Mahogany 6-Lite (3/4 Pane) w/ Clear Glass M6L1P3080 - stained per Interior Selections
Outdoor Living Door	Fiberglass 1-Full Lite Exterior Door, clear glass; Painted per Exterior Scheme
Mech Storage/ Garage Walk Door	Masonite Belleville, 2-Panel smooth fiberglass solid door; Painted per Exterior Scheme
Hinges	Provide cheapest available hinge. Hinges are painted then swapped out for black hinges at hardware install.
Interior Doors	Masonite Carrera 2 Panel - Doors on first floor are 8'0" Solid Core. Doors on second floor are 6'8" Hollow Core.
Study Doors	1-Lite French Doors leading to Study/ Office are included, painted per Interior Color Scheme
Garage/ House Door	20-min Fire Rated Solid Door, style to match rest of home
Attic Pulldown	25" x 54" x 8'-10' (per plan), R-10 Insulated Aluminum Pull Down Attic Access ladder where shown on Plans, 300 LB capacity min.
Baseboards and Door Casing	
Baseboards	3/4" x 5-1/2" MDF; painted per interior color selection **No baseboard in garages**
Door Casing	3/4" x 3-1/2" MDF; painted per interior color selection
Window Sills	Primed MDF w/ ogee edge
Shelving - Master Closet(s)	Minimum (1) 2 Rod/2 Shelf & (1) 1 Rod/1 Shelf and (2) 24" x 60" MDF Shoe Box Cubbies
Shelving - Secondary Closets	1 Rod/ 1 Shelf (unless otherwise noted); with (1) 24" x 60" MDF Shoe Box Cubbie
Shelving - Pantry	(5) Shelves; (4) 1x16 & (1) 1x12 with painted 1x4 cleats
	All Rods are wood stained/ sealed by painter; same color as Handrail
Mud Bench	Built by Trim Carpenter. Supply MDF for bench with full back, cubbies/bench on bottom
CABINETS	
All Cabinet locations are located per Plan; Optional Cabinet locations can be available as an Upgrade	
Cabinet Wood Species	Paint Grade, shop finished; painted per Interior Color Scheme
Door Style:	Door Panel Style and Color selected per Interior Color Scheme
Hinges	Soft Close Throughout Home
Drawers	Full Extension, Soft Close
Kitchen Cabinets	35-1/4" tall x 24" deep Base Cabinets
	42" tall 12" deep Upper Cabinets
	96" tall x 26" deep Refrigerator enclosure with cabinets above (Includes Bishop Plan In-Law Suite Fridge)
	96" tall x 26" deep Built-In Double Oven/ Microwave Cabinet, cabinets above
	Euro-style concealed hinges; adjustable and detachable
	36" Cooktop Base Cabinets. 36" Stainless Vent Hood Appliance. Leave 3" clearance either side.
	(2) Pot & Pan Drawers under Cooktop
	(1) Pull-Out Trash Drawer included in all Kitchens
	Single Crown Molding on all Upper Cabinets
	In-Law Suites/Guest Homes get 30" range with over the range microwave
	(1) Bank of drawers located in island (if room) or other convenient location per plan
Master Bath Cabinets	35-1/4" tall x 21" deep Base Vanity Cabinets - minimum 1 bank of drawers
Secondary Bath Cabinets	35-1/4" tall x 21" deep Base Vanity Cabinets - minimum 1 bank of drawers
Powder Bath Cabinets	35-1/4" tall x 21" deep Base Vanity Cabinets - minimum 1 bank of drawers
Laundry Room Cabinets	35-1/4" tall x 21" deep Base Vanity Cabinets (quantity of cabinets in laundry differs per plan)
	42" tall 12" deep Upper Cabinets
Mud Bench	Built by Trim Carpenter; see Trim section
Shoe Mold	Shoe Mold installed on all Base Cabinets



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COUNTERTOPS

COUNTERTOP COLOR IS DETERMINED BY INTERIOR COLOR SCHEME - PLEASE REFER TO SELECTION SHEETS FOR COLORS

Kitchen Countertops	Quartz per selection, (3CM), color per Interior Color Scheme, square edge
Kitchen Sink	Stainless Steel Zero Radius Undermount Single Bowl Sink
Laundry	Level 1 Quartz or Level 1 Granite, 3 CM, color per Interior Color Scheme, square edge
Laundry Sink	Stainless Steel Undermount Single Bowl Sink
Bath Vanities, Shower Seats, Ledges, Half Walls and Sills	Level 1 Quartz, 3 CM, color per Interior Color Scheme, square edge
Bathroom Sinks	Porcelain White Rectangle Undermounted Sinks
Master Bath - Window Sills	Install bathroom countertop material at window sill around master tub when applicable

TILE WALLS/ TILE FLOORING

ALL WALL AND FLOOR TILES ARE DETERMINED BY INTERIOR COLOR SCHEME - PLEASE REFER TO ADDRESS SPECIFIC SELECTION SHEETS

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ENGINEERED WOOD FLOORING

ENGINEERED WOOD FLOORING COLORS ARE DETERMINED BY INTERIOR COLOR SCHEME - PLEASE REFER TO ADDRESS SPECIFIC SELECTION SHEETS

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CARPET

CARPET FLOORING COLORS ARE DETERMINED BY INTERIOR COLOR SCHEME - PLEASE REFER TO ADDRESS SPECIFIC SELECTION SHEETS

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HARDWARE - DOOR AND BATH

Entry Door	(1) Kwikset Amador Handleset Iron Black and (1) Cont. Square Single Cylinder Deadbolt 660-514 - Matte Black
All other Exterior Doors	(1) Kwikset Pismo - Matte Black Keyed Lock and (1) Deadbolt (with SmartKey Security)
Garage to House	(1) Kwikset Pismo - Matte Black Keyed Lock and (1) Deadbolt (with SmartKey Security)
Attic Doors & Bishop In-law hall door	(1) Kwikset Pismo - Matte Black Keyed Lock
All Bedrooms and Bathrooms	(1) Kwikset Pismo - Matte Black Privacy Knob
All other Single Doors	(1) Kwikset Pismo - Matte Black Passage Knob at all other single doors
All other Double Doors	(2) Kwikset Pismo - Matte Black Dummy Knobs at all other double doors
Door Hinges	Builder Grade Door Hinges (Will be painted over then swapped to black later)
Door Stops	Hinge Stops where needed, all other doors to get Flex Stops.
Mud Bench	(4) Garment Hooks at Mud Bench
Robe Hook	(2) Per Full Bath - Matte Black
Towel Ring	(1) Per Sink - Matte Black
Toilet Paper Holder	(1) Per Commode - Euro Style - Matte Black
Cabinet Hardware	Matte Black or Gold depending on interior selection package

GLASS AND MIRRORS

Master Showers	Frameless Shower Enclosure at Master Bath - Matte Black Hardware
All other Stand-Up Showers	Frameless Shower Enclosure at Master Bath - Matte Black Hardware
All Bathroom Mirrors	42" tall mirror to run the length of the vanity, 1/4" thick, J channel

APPLIANCES

SS Package - Main House	36" Gas Cooktop w/ Propane Converter, Stainless Steel Vent Hood, Built-in Double Oven w/ Microwave above, Dishwasher
Cooktop - Gas w/ propane converter	KitchenAid 36" Gas Cooktop - KCGS356ESS
Oven	KitchenAid 30" Double Oven - KODE300ESS
Microwave - Built-in	KitchenAid SS Microwave - KMCS3022GSS (Trim Kit - MK2220AS)
Dishwasher	KitchenAid Dishwasher - KDTE204KPS
Vent Hood	Elica Volterra 36" SS Vent Hood - EVL436S2
SS In-Law Suite/Guest Home Package	30" Slide-in Range, Over The Range Microwave, Dishwasher
Slide In 30" Range	Whirlpool 30" SS Gas Range - WFGS15S0MS
Microwave	Whirlpool 30" Microwave Over-the-Range - WMH31017HS
Dishwasher	Whirlpool 24" SS Dishwasher - WDT730HAMZ

GUTTERS

Gutter style	5" K-style aluminum gutters with 2x3 downspouts, Full gutters around home, Color to match Exterior Color Scheme
Downspout drains	Cement splash blocks installed at all downspouts

LANDSCAPE

Sod	Bermuda Sod installed Left Lot line to Right Lot line from street to 30' from back porch of home
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Irrigation	Full Irrigation on Sodded area; (1) zone dedicated drip around foundation of home, (1) drip zone for flower bed(s)
Shrubs, Plants	(1) or more Flower Beds with Black Mulch
Trees	(1) 3" Caliper Tree in Front Yard - no closer than 20' from house



COPE HOMES

Standard Features – Luxury Series

Lot & Foundation

- Engineered Post Tension Foundation
- Area Around Home is Graded per Code, and All Landscaped Areas Will be Finish Graded Also
- Landscaping: On a Standard Lot (~150' X 300') Sprinklers Cover Area from Lot Line to Lot Line, and From Street To 30' Behind Back Patio of Home. Sod in All Irrigated Areas. (For Other Lots, See Sales Associate for Details.) Mulched Flower Bed(s) and One Tree in Front of Home. Drip Zone Around Foundation.
- House Setback – Typically 40' Behind Lot Line

Framing & Exterior

- Huber "ZIP" System OSB Sheathing
- Radiant Barrier Roof Decking
- Ventilated Soffit
- Fiber Cement Trim/Siding & Stone Veneer Exteriors
- 30-Year Architectural Asphalt Shingles
- Full Aluminum Rain Gutters
- 3 Hose Bibbs Located Per Plan
- 2/3/4 Car Garage Sheetrocked & Painted Same Color as Interior Walls & Ceiling
- 8' Mahogany Entry Door on All Plans
- Decorative Garage Coach Lights
- Covered Back Patio with Gas Drop for Future Appliance
- Exterior Wood Burning Fireplace with Gas Starter (Per Plan)
- Walk-in Door at Garage or Laundry (Per Plan)
- Two Flood Lights – One on Each Rear Corner of Home
- 8' Tall Garage Doors
 - Belt-Drive Motors for Quieter Operation, Wifi Enabled
 - Remotes Included
- Vinyl Double Pane Low-E Windows
 - Grids Only on Front Elevation (Per Plan)

- Operable Windows in Areas Requiring Egress; Fixed Windows in Other Locations
- 16x8 Slider in Great Room on Select Plans (Either Multi-Slide or Bi-Parting, Dependent on Floorplan)

Interior

- 10' Ceilings on Main Floor, 9' Ceilings on Second Floor
- Vaulted Great Room & Masters (Per Plan)
- Sherwin Williams Paint, 2-Tone, (Flat Sheen on Walls and Ceilings, Semi-Gloss Doors and Trim)
- Knockdown Texture on Walls & Ceilings
- 16 Seer HVAC
- Gas Fireplace Included in Great Room With Tile Surround and Wood Mantle
- Blown-In Insulation: R15 In All Exterior 2x4 Walls (Except Garage), R22 In All Exterior 2x6 Walls (Except Garage), R38 Blown to Depth Of 12" In Attics
- Smoke & Carbon Monoxide Detectors to Code
- Convenient Main Water Shut-Off Valve in Garage
- Professionally Designed Interior Packages in Contemporary, Farmhouse, Traditional, And Transitional Styles

Baths and Laundry

- Delta Plumbing Fixtures Throughout Home
- Custom Tile Shower in Master
 - Tile Floor/Mud Pan
 - Niche Shelf
 - Full Glass Shower Enclosure (Per Plan)
 - Shower Bench (Per Plan)
- Double Shower Heads in Master Shower in Most Plans
- Large 6' Free Standing Tub in Master on Select Plans
- Alcove Tubs in Secondary Baths with Tile Surround
- Level 1 Quartz in Baths & Laundry
- Elongated Commode with Soft Close Lid in All Baths
- 1 Towel Ring per Sink, 2 Robe Hooks in Each Full Bath, Tissue Paper Holders Included

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- Stainless Steel Zero Radius Undermount Sink in Laundry Room on Select Plans

Kitchen

- Upgraded Quartz Countertops
- Stainless Steel KitchenAid Appliances
 - 36" Gas Cooktop with Pot & Pan Drawers Below, Double Built-In Oven & Microwave, Dishwasher
- Garbage Disposal on Main Kitchen Sink (And In-law Suite in Madison Plan)
- Stainless Steel Zero Radius Undermount Sink
- Large Kitchen Island on Every Plan With 12" Overhang
- Pull-Down Faucet Sprayer
- Upgraded Tile Backsplash

Flooring

- Engineered Wood in Great Room, Kitchen, Dining, Office (per plan), Master Bedroom, & First Floor Halls & Closets
- Durable Plush Carpet in Secondary Bedrooms and All Bedroom Closets
- Upgraded Tile Flooring in Laundry and All Baths

Cabinets

- Soft Close Doors and Drawers Throughout Home
- 36" High Vanity Cabinets
- Full Extension Drawers
- Pull Out Trash Drawer in Kitchen
- Base and Upper Cabinets in Utility Rooms (Per Plan)
- Hardware Included on All Cabinetry

Doors & Trim

- 8'0" Solid Core Doors on Main Floor
- 6'8" Hollow Core Doors on Second Floor
- 5 1/2" MDF Baseboard, 3 1/2" MDF Casing
- Wood Shelving in Pantry, Closets
- Kwikset Hardware with SmartKey Security

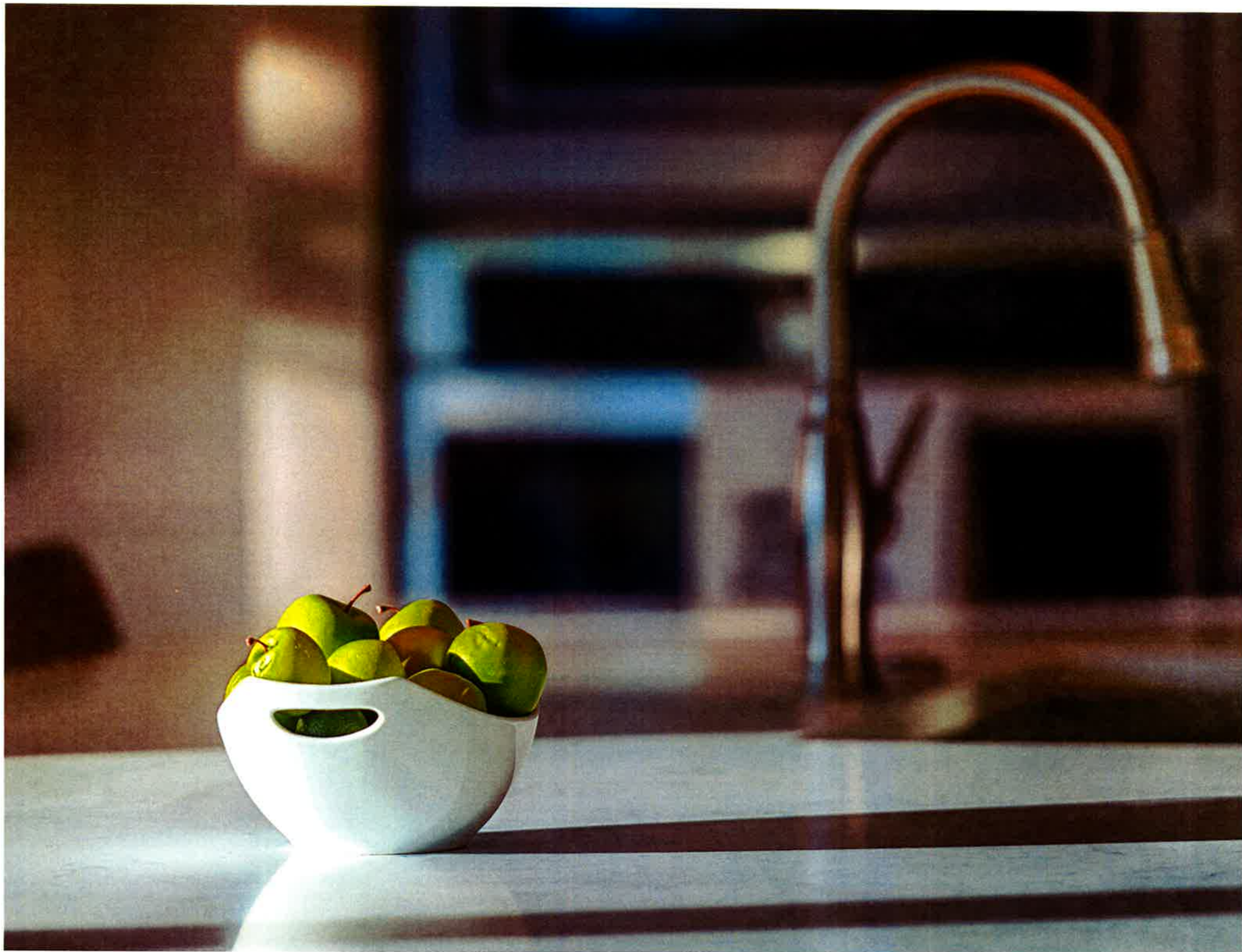
Electrical

- LED Disc Lighting Throughout Home Unless Otherwise Noted
- 4 LED Discs For Master & Office
- Chandelier in Foyer, Dining
- Vanity Lights Above Sinks in All Bathrooms
- Pre-wiring for 2 Pendant Lights Above Kitchen Island on Their Own Switch
- 4 CAT6/RG-6 Outlets Per Plan, Typically Located in Great Room, Master, Bonus, Office
- Rocker Light Switches
- Ceiling Fan with Light Kit Included in Great Room, Office, Master, All Secondary Bedrooms, and Bonus (Per Plan)
- Covered Patios are Blocked and Pre-Wired For Fan
- Power Outlet & CAT6 Installed 84" Above Floor in Great Room and on Plans With Outdoor Fireplace
- Lights at Exterior Walk-In Doors

Warranty

- One Year Home Builder Warranty
- Two Year HVAC, Plumbing, Electrical Warranty
- Ten Year Foundation Warranty

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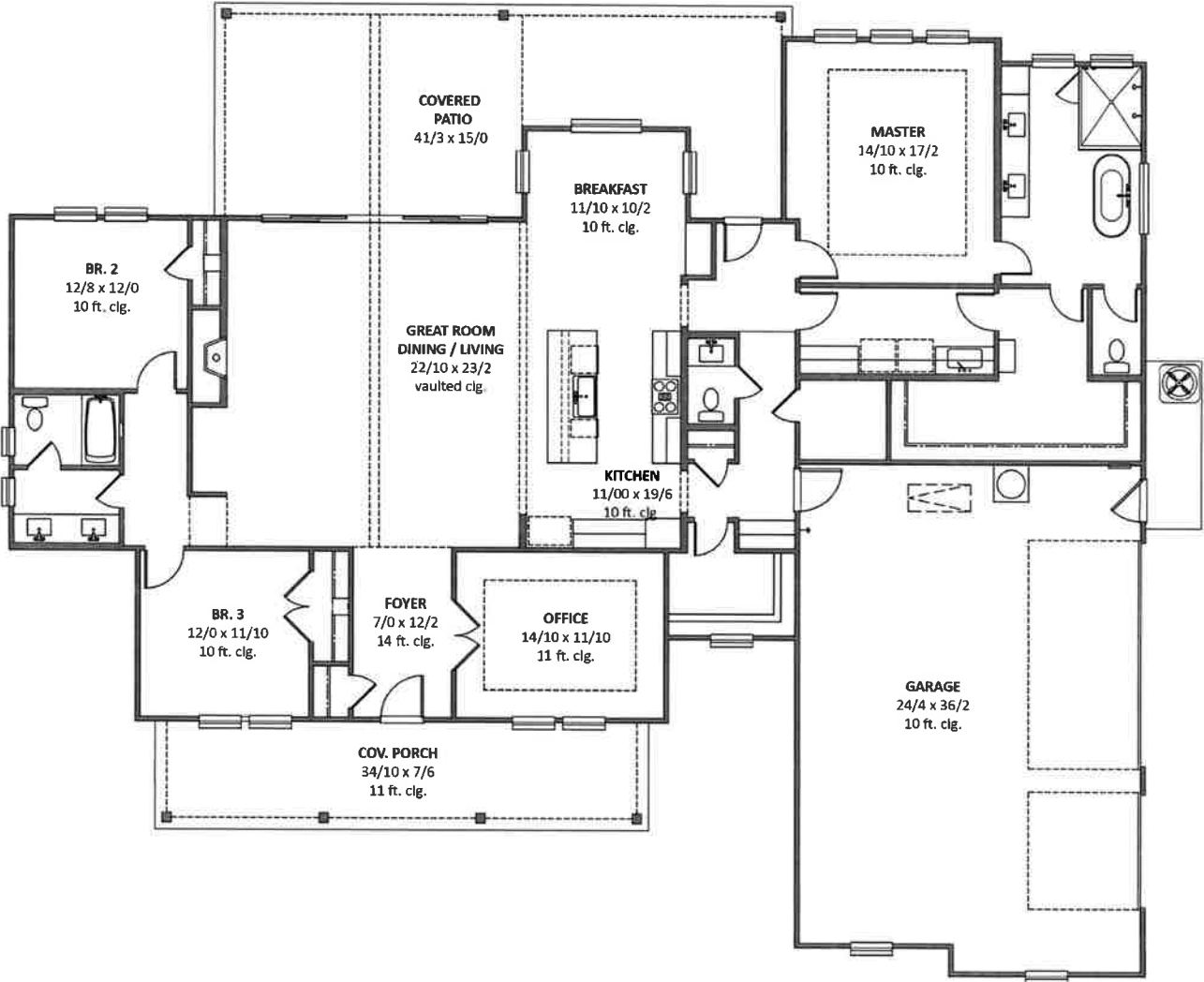








LINCOLN



1st Floor	2669 SF
Garage	886 SF
Front Cov. Porch	261 SF
Rear Cov. Patio	536 SF
Total Covered	4352 SF