

Agenda

CITY OF NEVADA

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



AGENDA

CITY COUNCIL MEETING

Tuesday, December 5, 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.

Pledge of Allegiance to the Texas Flag -

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

4. 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

5. 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

6. Approval of Previous Meeting(s) Minutes – November 21, 2023

REGULAR AGENDA

7. Review and discuss the Bond Update provided by Community Independent School District.
Summary: CISD provided an update on the progress made in the 2022 bond program.
8. Discuss and consider action regarding the acceptance of proposals for waste management services for the City of Nevada.
Summary: The City Council is to discuss and deliberate upon the consideration of potential bids for waste management services within the municipal boundaries of the City of Nevada.

FUTURE AGENDA ITEMS

9. 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. |

10. Executive Session - Time: _____

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

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

13. Adjournment / Closing - Time: _____

14. 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, December 1, 2023, at 5:00 pm** pursuant to Chapter 551 of the Texas Government Code.




Morgan Kowaleski, City Secretary

Agenda Item #5a.
City Secretary
Report

Agenda Item #5b.

City Attorney

Report

Agenda Item #5c.

Code

Enforcement

Report

Agenda Item #5d.

Financial Report

Agenda Item #5e.
Mayor Pro Tem
Report

Agenda Item #5f.

Mayor's Report

Agenda Item #5g.

NVFD Report

Agenda Item # 6

CITY OF NEVADA

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



MINUTES

JOINT CITY COUNCIL & PLANNING AND ZONING MEETING

Tuesday, November 21, 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

P&Z Chairman – Russell Newton

Commissioner – Jeff Cook
Commissioner – Shane Brinton
Commissioner – Judy Hudson

Commissioner – Karl Fisher
Commissioner – Jose Valencia
Commissioner - OPEN

City Staff:

Morgan Kowaleski, City Secretary
Jim Shepherd, City Attorney
Chris Donnan, City Engineer
Dennis Wagner, Code Enforcement Officer

Citizens:

James Gracy Nathan Olson
Russell Newton, Shane Brinton,
Jeff Cook, Judy Hudson,
Jose Mier, Heather Schell,
Jim Woomer, Bruce Mathews,
Mel Foust, Al Longoria, Philip Varughese,
Alcia Baugh

JOINT MEETING

1. **Call to Order and Declaration of Quorum for Nevada City Council –**
Time: 7:03PM

2. **Call to Order and Declaration of Quorum for Nevada Planning & Zoning Commission –**
P&Z Commission Karl Fisher was absent.

Time: 7:04PM

3. **Invocation –**

Mayor Benito Ponce led the invocation.

4. **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.

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. **Discuss and take action on the replat for CISD High School –**

City Engineer, Chris Donnan and Planning & Zoning Chairman, Russell Newton spoke on this agenda item and provided their recommendation. P&Z Commissioner Brinton made a motion to recommend the City Council approve the replat with the changes recommended by City Engineer, Chris Donnan. Commissioner Hill seconded the motion. The motion was carried with 4-0 vote.

6. **Zoning Public Hearing by the Planning and Zoning Commission.**

Summary: First Public Hearing- Conduct a Public Hearing relative to a request made by Cope Equities for zoning of ½ acre minimum lot size to be applied to the Bear Creek proposed subdivision, 88 lots, 73.335 acres. Located at FM 6 Nevada, TX 75173; BEING 71.79 acres of land situated in the W. Rogers Survey, Abstract No. 748, Collin County, Texas, being a part and out of that certain called 74.16-acre tract of land described in deed to Mobley Family Living Trust, recorded in Instrument No. 2001-0105554, Official Public Records, of Collin County, Texas –

Planning and Zoning Chairman Newton opened the Public Hearing at: 7:20PM

City Attorney, Jim Shepherd spoke on this agenda item to advise both the Council & citizens in attendance on the proper protocol for a public hearing. Cope representatives, Nathan Olsen & Jim Woomer answered questions from citizens and Council members and spoke on requested variances:

- a) No Park – 87 lots
- b) Park fee \$500 per lot
- c) No creation of HOA
- d) Front entry garage vs. J-swing garage
- e) OSSF

Planning and Zoning Chairman Newton closed the Public Hearing at 8:55PM

Commissioner Brinton made a motion that the P&Z recommend an approval of the variances requested by Cope Homes. Commissioner Cook seconded the motion. Motion carries with a 4-0 vote.

7. **Zoning Public Hearing by the City Council.**

Summary: Second Public Hearing- Conduct a Public Hearing relative to a request made by Cope Equities for a ½ acre minimum zoning of the property legally known as Bear Creek Addition; BEING 71.79 acres of land situated in the W. Rogers Survey, Abstract No. 748, Collin County, Texas, being a part and out of that certain called 74.16-acre tract of land described in deed to Mobley Family Living Trust, recorded in Instrument No. 2001-0105554, Official Public Records, of Collin County, Texas –

Mayor Ponce opened the Public Hearing at: 8:58 PM

Mayor Ponce closed the Public Hearing at: 8:59 PM

After much discussion, Council Member Laye made a motion to accept variances requested by Cope Homes. Council Member Laughter seconded the motion.

Mayor Ponce called on each Council Member for their vote which is as follows:

Council Member Laye: Yes
Council Member Deering: No
Council Member Laughter: Yes
Council Member Hudson: Yes
Council Member Longoria: No

The motion carried with a 3:2 vote.

8. P&Z Adjournment / Closing - Time: 9:01 PM

REPORTS

9. **Reports:**

a. **City Secretary Report –**

No report.

b. **City Attorney Report –**

City Attorney Shepherd spoke briefly to the Council and provided an update about new state laws regarding zoning ordinances.

c. **Code Enforcement Report –**

Code Enforcement Officer Wagner provided a report and an update to the Council on Code Enforcement activities in the City of Nevada. City Attorney Shepherd answered questions regarding Chapter 54.

d. Financial Report (2nd Council Meeting) –

The council reviewed the October financial report provided by the City CPA, Ray Smith.

e. Mayor Pro Tem Report –

No report.

f. Mayor's Report/Status –

Mayor Ponce provided an update following his meeting with TX regarding the FM 6 expansion project.

g. NVFD Report (2nd Council Meeting) –

No report.

CONSENT AGENDA: ACTION

10. Approval of Previous Meeting(s) Minutes – November 7, 2023 –

Council Member Laye made a motion to approve the minutes as written. Council Member Deering seconded the motion. Motion carried with a 4-0 vote.

REGULAR AGENDA

11. Discuss and take action on the replat for CISD High School –

City Engineer, Chris Donnan and Planning & Zoning Chairman, Russell Newton spoke on this agenda item and provided their recommendation. City Council Member Laye made a motion to approve the replat with the changes recommended by City Engineer, Chris Donnan. Council Member Longoria seconded the motion. The motion was carried with 5-0 vote.

12. Discuss and consider any action on the Wastewater Treatment Plant Exploration –

City Engineer, Chris Donnan spoke on options available to the City of Nevada for a Wastewater Treatment Plant in preparation of potential commercial developments. Mayor Ponce tabled Agenda Item #12 for a future City Council meeting.

FUTURE AGENDA ITEMS

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.

1. Bear Creek Ordinance/Variances
2. State Law/Zoning Ordinance
3. WWTP
4. CARDS Waste

14. Executive Session –

Time: 9:54PM

Texas Government Code 551.074 Personnel---deliberation regarding the Assistant City Secretary and City Clerk's positions or other personnel for city staff.

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

Texas Govt. Code 551.071 of the Texas Government Code legal advice from the City Attorney, regarding legal process requirements for code enforcement, building permits, inspections, and municipal court appointment and process.

15. Regular Session: Reconvene from Executive Session –

Time: 10:03PM

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

No action taken.

17. Adjournment / Closing –

Time: 10:04PM

Benito Ponce, Mayor

Attest:

Morgan Kowaleski, City Secretary

Agenda Item # 7



2022 BOND UPDATE

COMMUNITY INDEPENDENT SCHOOL DISTRICT



Dodson ES



Community Trails



Ellis ES



NeSmith



Bus Lot



McClendon

PROJECTS INCLUDED IN 2022 BOND

Phase 1	Dodson Elementary School (#4)	\$223,800,000
	Ellis Elementary School (#5)	
	Renovations to NeSmith ES	
	Renovations to McClendon ES	
	Community Trails Middle School	
	Service Center Bus Lot-Phase 1	
	Offsite Improvements-Phase 1	
Phase 2	CHS Classroom, Storm Shelter & Cafeteria	\$61,400,000
	CHS CTE Addition	
	CHS Ag Barn	
	Administration Building	
	Offsite Improvements-Phase 2	
Phase 3	Elementary #6	\$50,000,000
Phase 4	Service Center	\$130,200,000
	Elementary #7	
	High School Phase 2	
Phase 5	Middle School #3	\$113,204,000
	High School Phase 3	
	Edge Storm Shelter	
Multiple Phases	Land Purchase	\$16,000,000
	PM Oversight	\$1,000,000
TOTAL		\$595,604,000

WORK IN PROGRESS

Ellis Elementary School
Construction Underway

Addition & Renovations to NeSmith ES
Construction Underway

Addition & Renovations to McClendon ES
Construction Underway

Community Trails Middle School
Construction Underway

High School Addition
In Design

High School Addition - CTE
In Design

High School Ag Barn
In Design

New Administration Facility
In Design

COMPLETED WORK

McClendon Elementary Parent Loop
Dodson Elementary School
New Transportation Facility-Phase 1
Bus Lot

PROJECT TIMELINE

FALL 2022 FALL 2023 SPRING 2024 FALL 2024 SPRING 2025 FALL 2025 SPRING 2026 FALL 2026 TBD

Initial Use of Bonds for Phase 1

Dodson Elementary School
Initial Bus Parking Lot
Renovations to NeSmith
Renovations to McClendon

Ellis Elementary School
Community Trails Middle School
Renovations to NeSmith
Renovations to McClendon

CHS Ag Barn
CHS Classroom, Storm Shelter
& Cafeteria

CHS CTE
Administration Building

CAMPUS LEVEL ENROLLMENT HISTORY AND PROJECTIONS

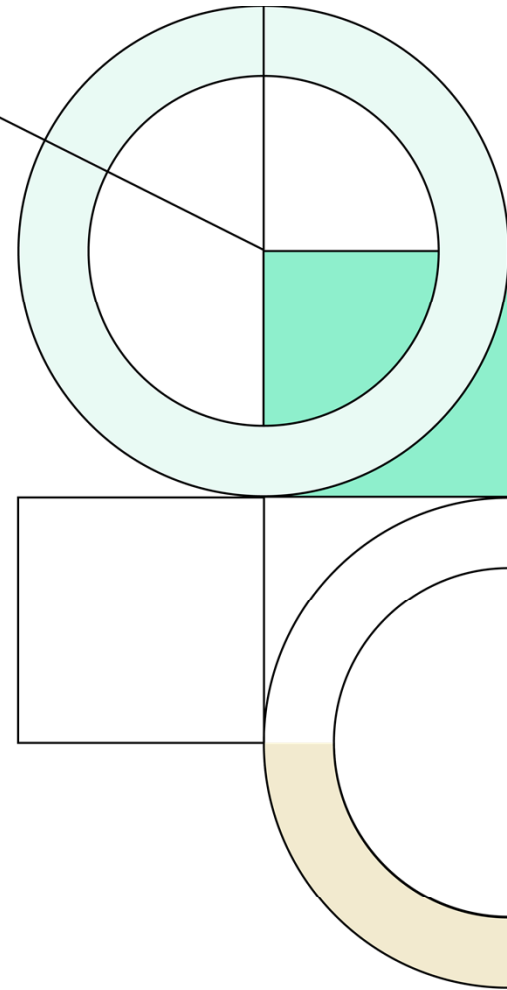
		Fall	ENROLLMENT PROJECTIONS									
ELEMENTARY CAMPUS	Capacity	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34
MCCLENDON ELEMENTARY	900	483	519	545	631	745	853	983	1,110	1,251	1,386	1,515
NESMITH ELEMENTARY	900	597	629	662	694	714	703	721	717	709	715	718
RODERICK ELEMENTARY	785	752	878	965	1,060	1,182	1,286	1,406	1,495	1,564	1,639	1,661
DODSON ELEMENTARY	785	553	641	742	854	996	1,124	1,231	1,339	1,460	1,582	1,725
ELEMENTARY #5	785											
ELEMENTARY TOTALS	4,155	2,385	2,667	2,914	3,239	3,637	3,966	4,341	4,661	4,984	5,322	5,619
Elementary Absolute Change		290	282	247	325	398	329	374	320	324	337	297
Elementary Percent Change		13.84%	11.82%	9.26%	11.15%	12.29%	9.06%	9.44%	7.37%	6.94%	6.77%	5.58%
EDGE MIDDLE SCHOOL	753	1,051	1,212	1,336	1,522	1,689	1,901	2,041	2,245	2,386	2,595	2,768
MIDDLE SCHOOL #2	950											
MIDDLE SCHOOL TOTAL		1,051	1,212	1,336	1,522	1,689	1,901	2,041	2,245	2,386	2,595	2,768
Middle School Absolute Change		145	161	124	186	167	212	140	204	141	209	173
Middle School Percent Change		16.00%	15.32%	10.23%	13.92%	10.97%	12.55%	7.36%	10.00%	6.28%	8.76%	6.67%
COMMUNITY HIGH SCHOOL	1,100	1,197	1,334	1,529	1,684	1,903	2,147	2,395	2,613	2,937	3,197	3,484
HIGH SCHOOL TOTAL		1,197	1,334	1,529	1,684	1,903	2,147	2,395	2,613	2,937	3,197	3,484
High School Absolute Change		132	137	195	155	219	244	248	218	324	260	287
High School Percent Change		12.39%	11.45%	14.62%	10.14%	13.00%	12.82%	11.55%	9.10%	12.40%	8.85%	8.98%
DISTRICT TOTALS		4,633	5,213	5,779	6,445	7,229	8,014	8,777	9,519	10,307	11,114	11,871
District Absolute Change		567	580	566	666	784	785	762	742	789	806	757
District Percent Change		13.94%	12.52%	10.86%	11.52%	12.17%	10.86%	9.51%	8.46%	8.29%	7.82%	6.81%



Community Independent School District

2Q23

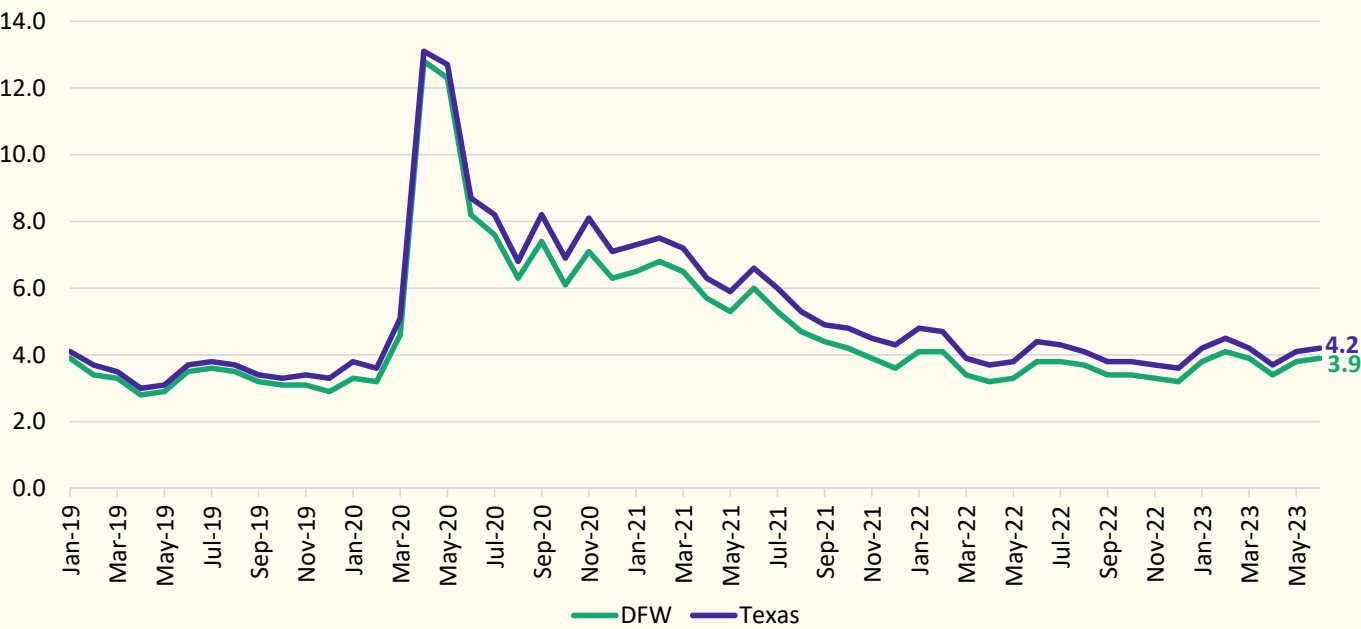
Demographic Report



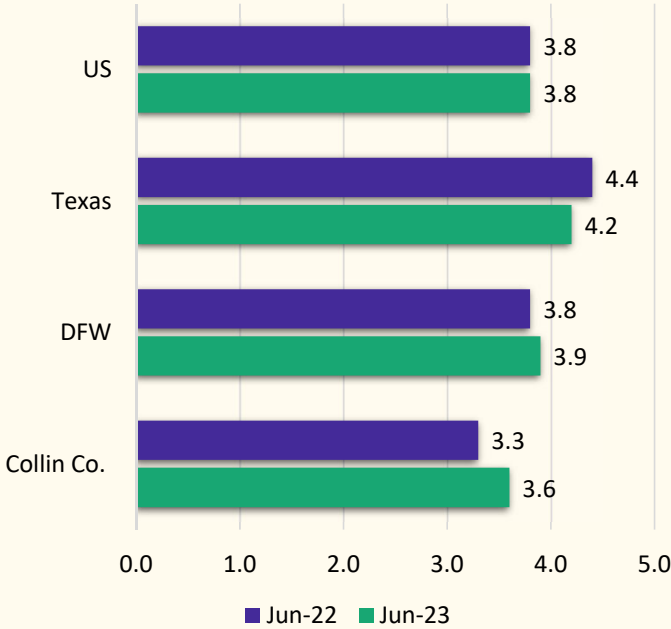


Local Economic Conditions

Unemployment Rate, Jan. 2019 - June 2023



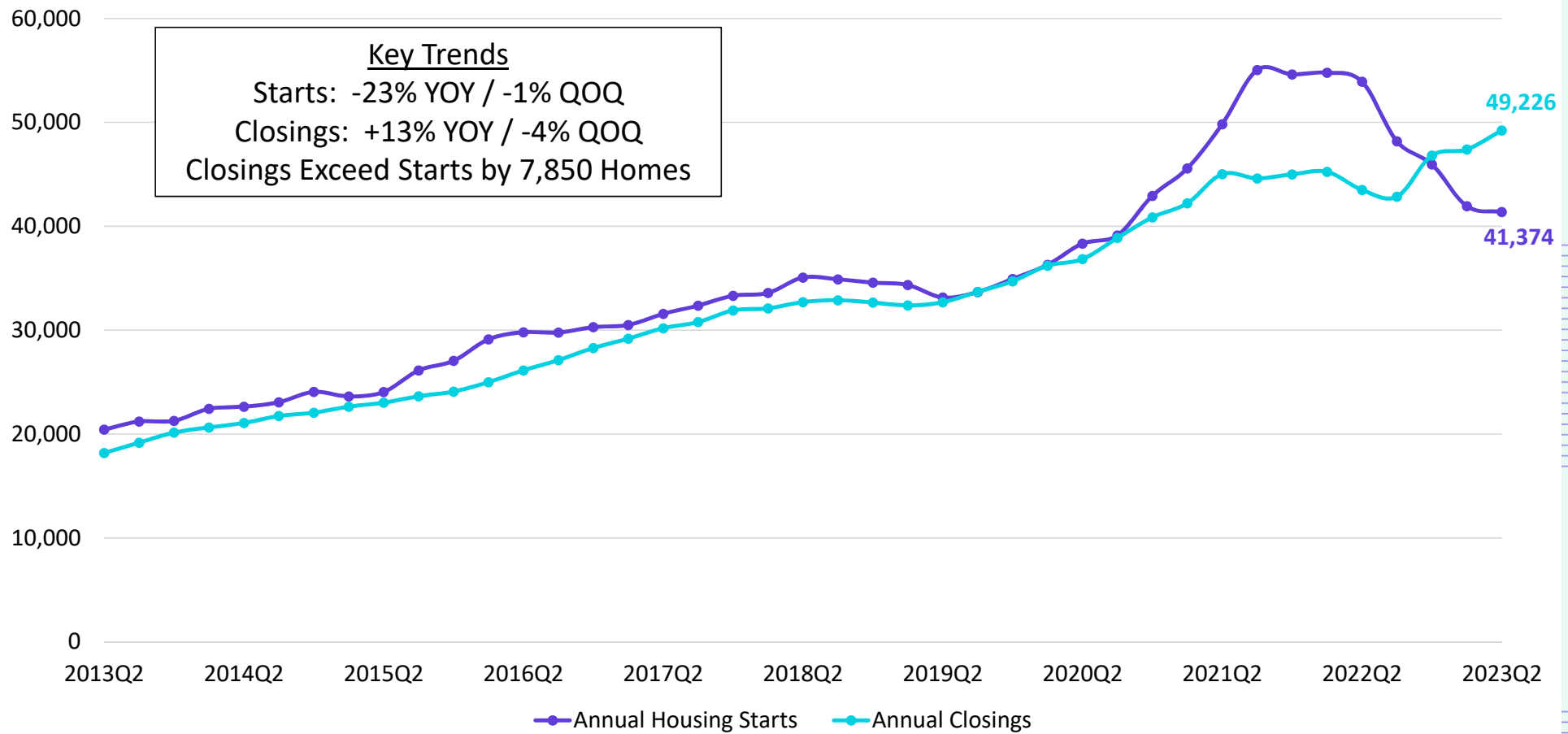
Unemployment Rate, Year over Year





DFW New Home Starts & Closings

Annual Housing Starts vs. Annual Closings

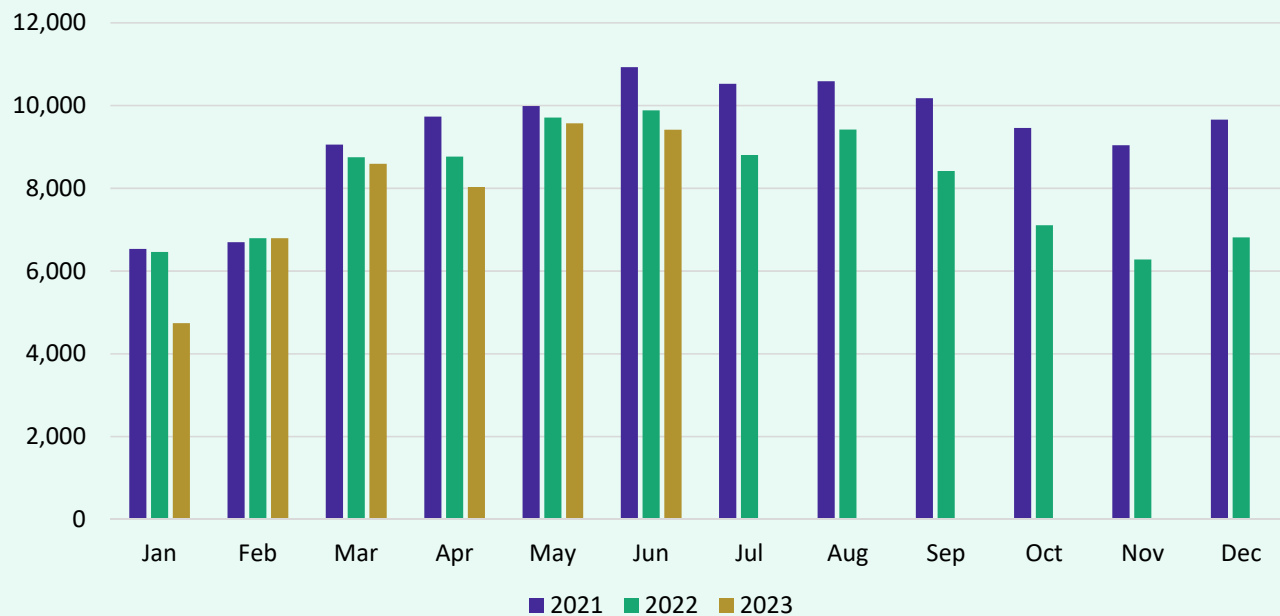


Source: Zonda



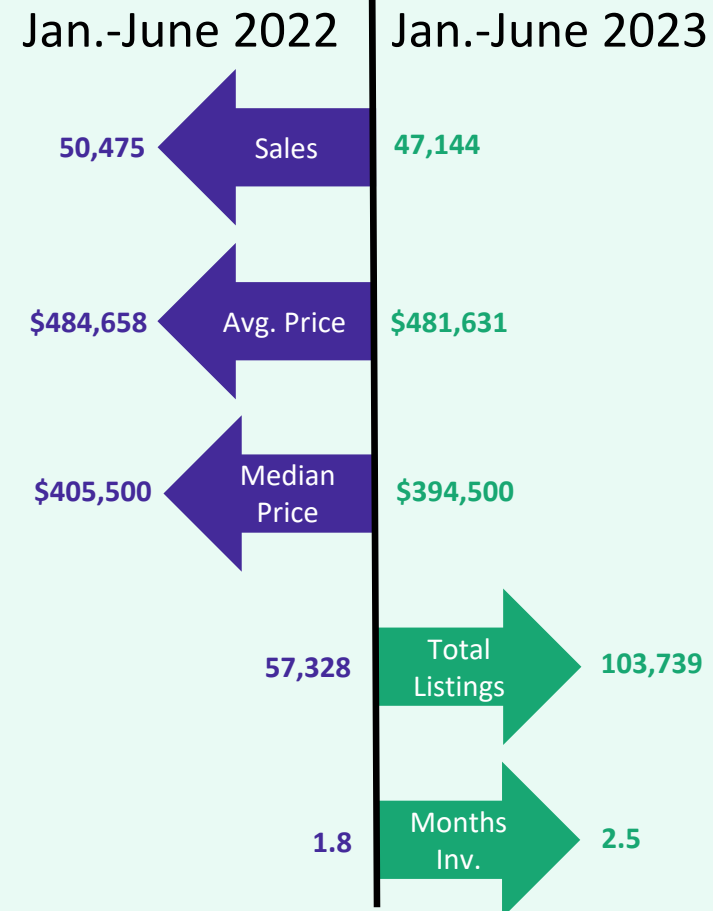
DFW Housing Market Trends

DFW Monthly Sales, 2021-2023



- Median home prices declined in the first half of 2023 in response to reduced demand incurred by mortgage rate hikes and historically high home prices in 2022
- Home inventory is increasing as sales slowed in response to interest rate increases and inflation costs throughout the state
- Through the first six months of 2023, total monthly home sales are down from the same period in 2022 in Austin (-15.2%), DFW (-6.6%), Houston (-20.5%) and San Antonio (-13.5%)

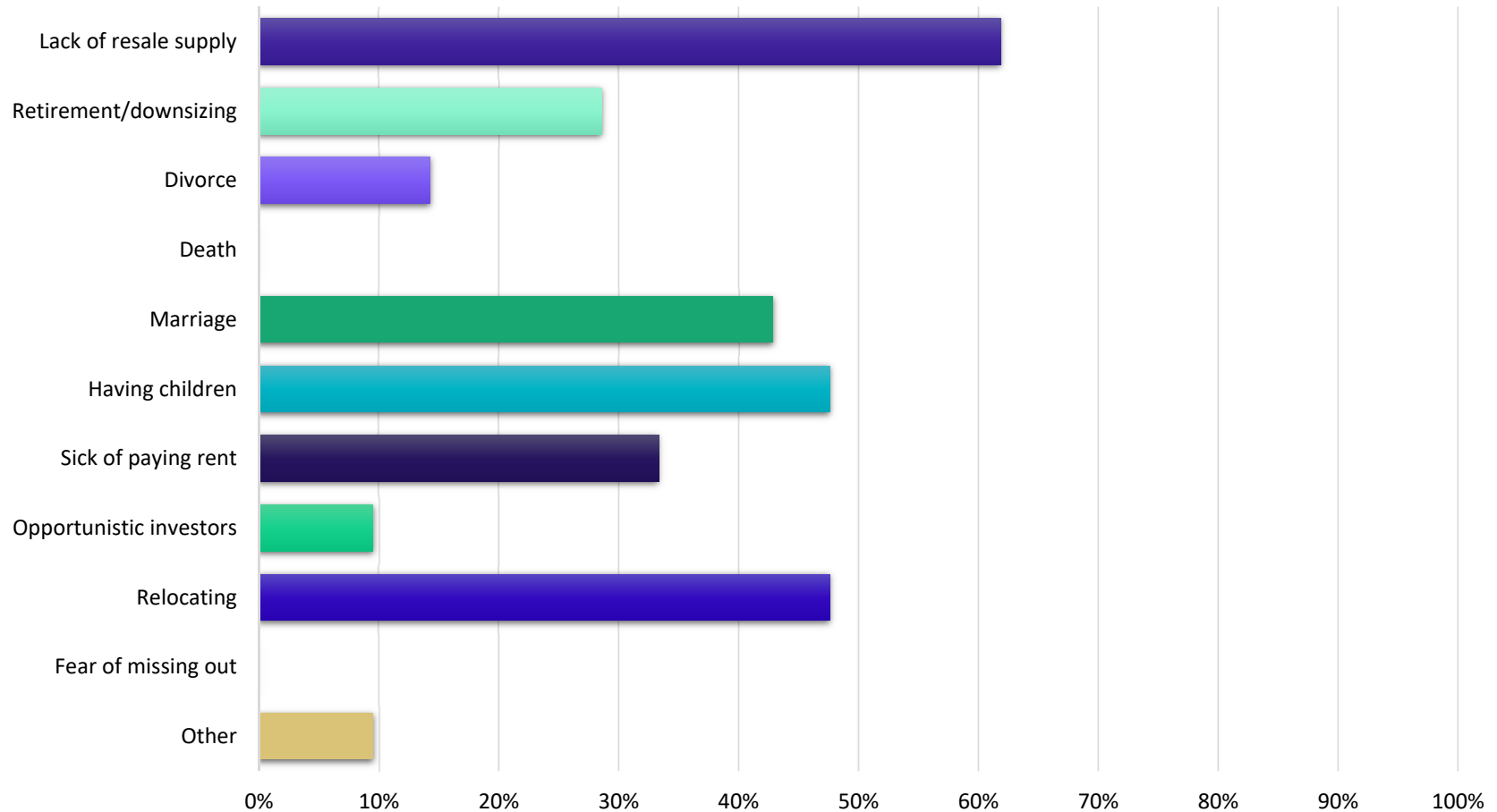
YOY Housing Trends





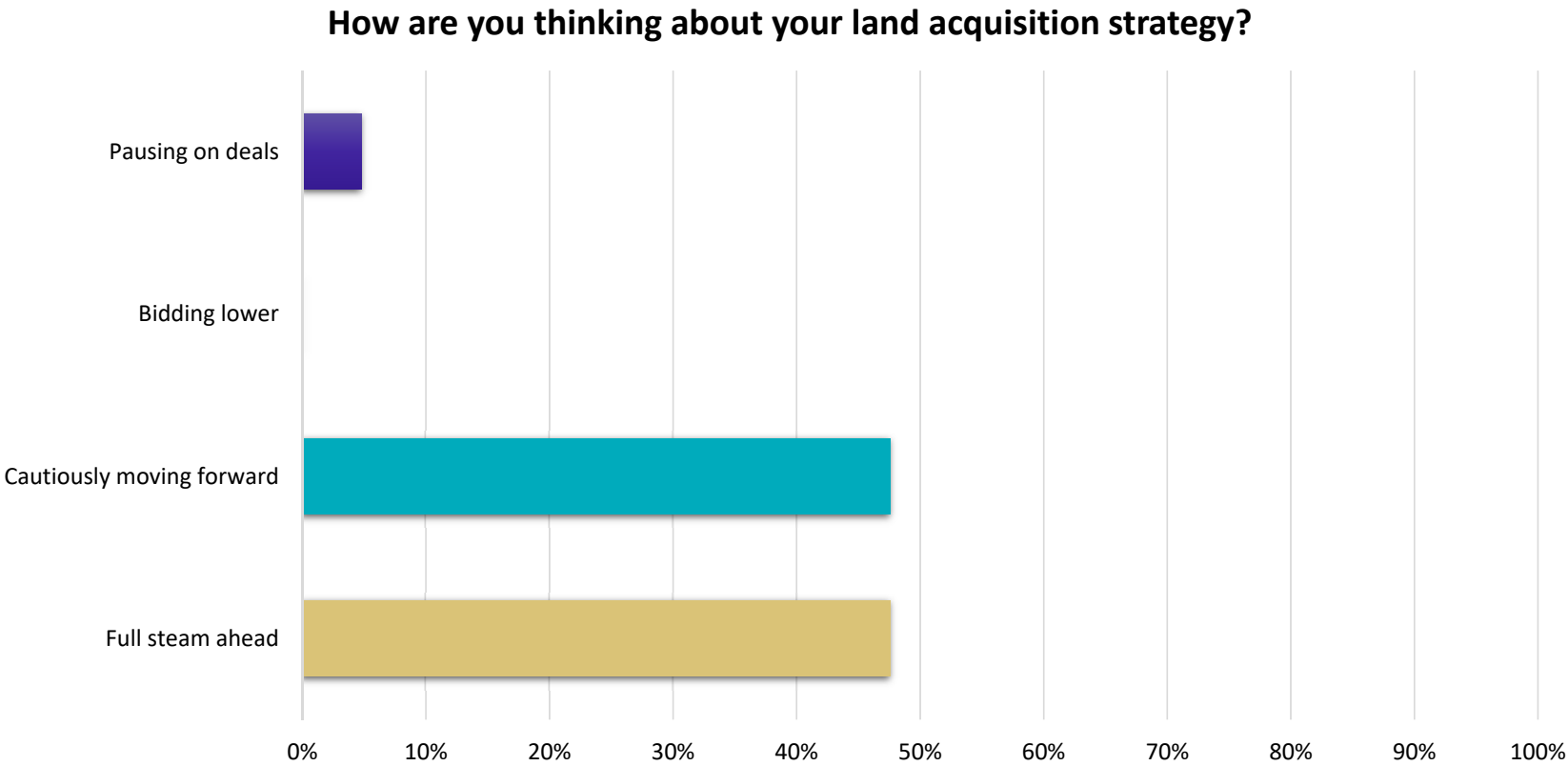
Texas Builder President's Survey- July 2023

Why are buyers purchasing your homes today? Select all that apply





Texas Builder President's Survey- July 2023





DFW New Home Ranking Report

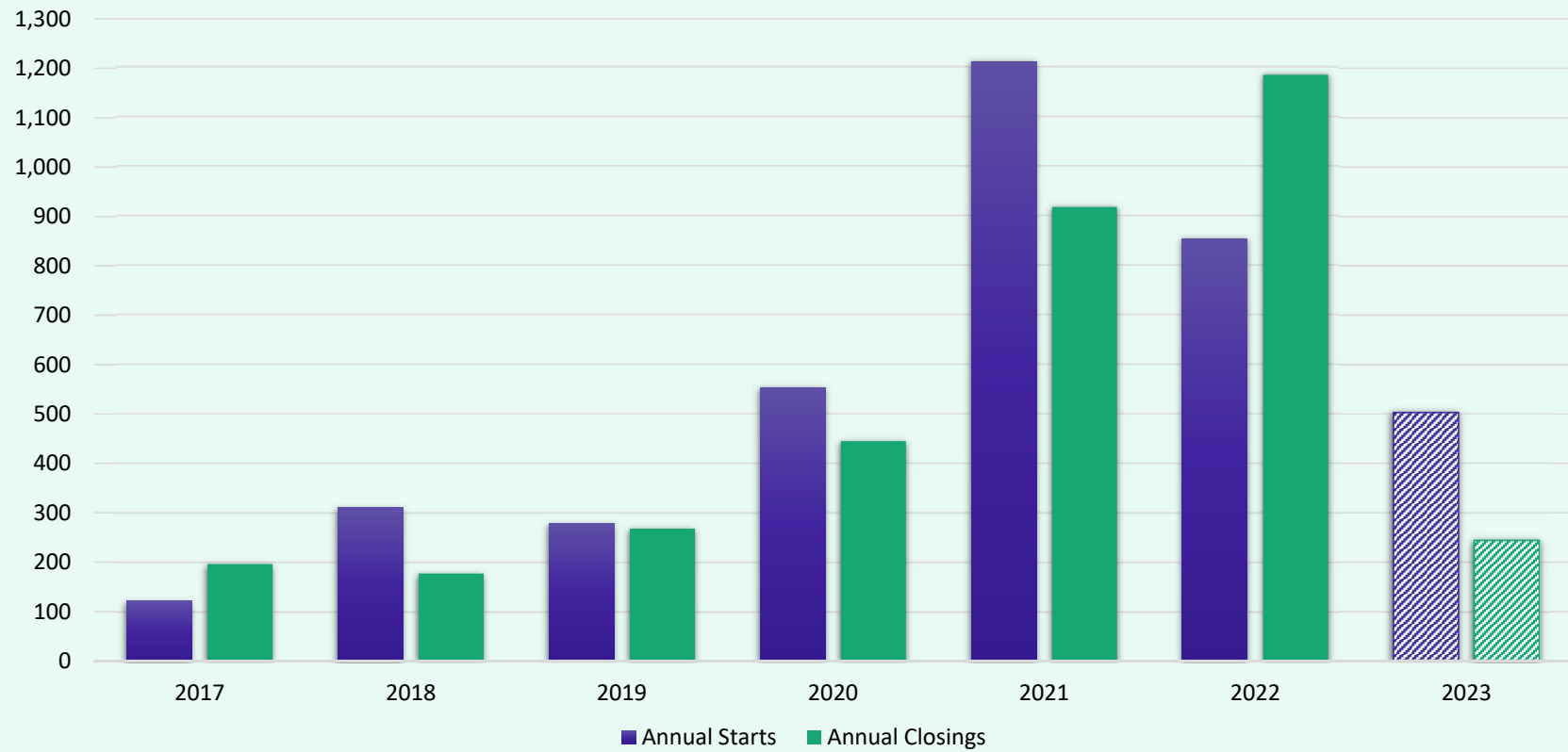
ISD Ranked by Annual Closings – 2Q23

Rank	District Name	Annual Starts	Annual Closings	Inventory	VDL	Future
1	NORTHWEST ISD	2,795	3,622	1,589	4,017	40,144
2	DENTON ISD	2,428	3,100	1,457	3,821	28,270
3	PROSPER ISD	2,443	2,701	2,043	2,919	18,633
4	PRINCETON ISD	1,738	2,180	1,177	3,350	7,827
5	ROYSE CITY ISD	1,229	1,851	750	1,894	7,771
6	EAGLE MT-SAGINAW ISD	1,822	1,527	1,104	2,346	15,570
7	FORNEY ISD	1,414	1,526	973	4,546	19,011
8	FRISCO ISD	888	1,490	692	2,038	8,761
9	MCKINNEY ISD	1,690	1,441	1,125	2,036	14,392
10	ROCKWALL ISD	1,059	1,434	811	2,865	9,923
11	CRANDALL ISD	916	1,375	419	1,349	17,860
12	AUBREY ISD	904	1,309	632	1,104	5,936
13	DALLAS ISD	1,477	1,308	1,852	1,494	6,309
14	MANSFIELD ISD	1,028	1,277	798	1,791	6,034
15	CROWLEY ISD	1,491	1,247	1,022	1,565	15,913
16	LEWISVILLE ISD	973	1,184	735	543	1,545
17	MELISSA ISD	1,391	1,098	889	1,025	3,173
18	CELINA ISD	730	1,091	660	1,736	36,298
19	COMMUNITY ISD	787	1,073	612	1,835	11,779*
20	MIDLOTHIAN ISD	636	1,032	500	3,230	17,483

* Based on additional research by Zonda Education



District New Home Activity



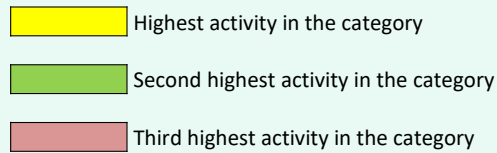
Starts	2017	2018	2019	2020	2021	2022	2023
1Q	33	11	46	44	220	420	138
2Q	20	80	6	194	297	151	365
3Q	32	68	66	83	369	127	
4Q	37	151	160	233	327	157	
Total	122	310	278	554	1,213	855	503

Closings	2017	2018	2019	2020	2021	2022	2023
1Q	71	24	93	120	161	220	102
2Q	56	52	56	41	277	138	142
3Q	39	12	31	148	330	481	
4Q	30	89	88	136	151	348	
Total	196	177	268	445	919	1,187	244



District Housing Overview by Elementary Zone

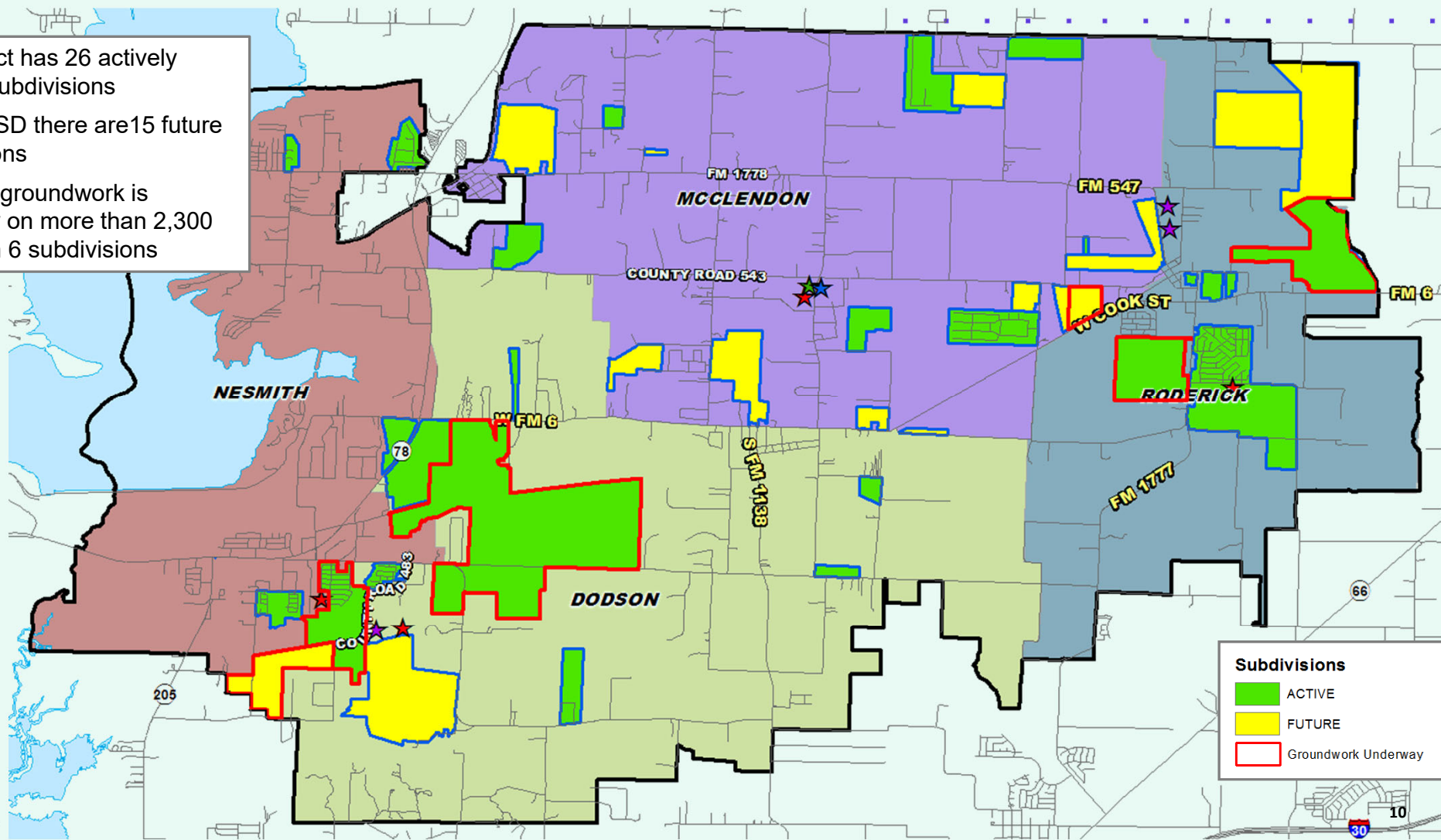
Elementary	Annual Starts	Quarterly Starts	Annual Closings	Quarterly Closings	Under Construction	Inventory	Vacant Dev. Lots	Future Lots
DODSON	400	146	304	80	202	291	575	6,640
MCCLENDON	66	2	79	12	22	59	131	2,607
NESMITH	77	7	244	45	10	27	311	147
RODERICK	244	210	446	5	221	235	818	2,385
Grand Total	787	365	1,073	142	455	612	1,835	11,779





District Housing Overview

- The district has 26 actively building subdivisions
- Within CISD there are 15 future subdivisions
- Of these, groundwork is underway on more than 2,300 lots within 6 subdivisions

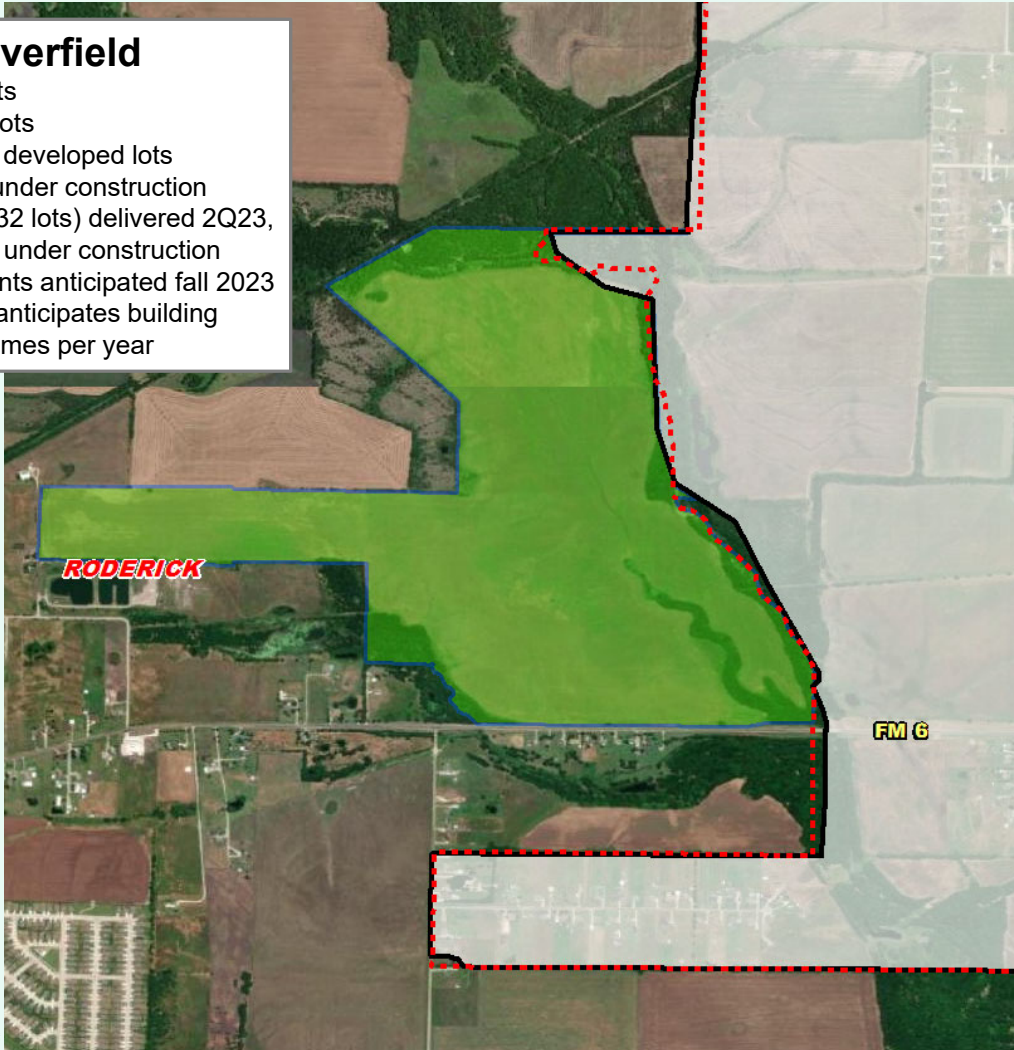




Residential Activity

Riverfield

- 821 total lots
- 489 future lots
- 287 vacant developed lots
- 45 homes under construction
- Phase 1 (332 lots) delivered 2Q23, first homes under construction
- First residents anticipated fall 2023
- Developer anticipates building 300-350 homes per year



July 2023

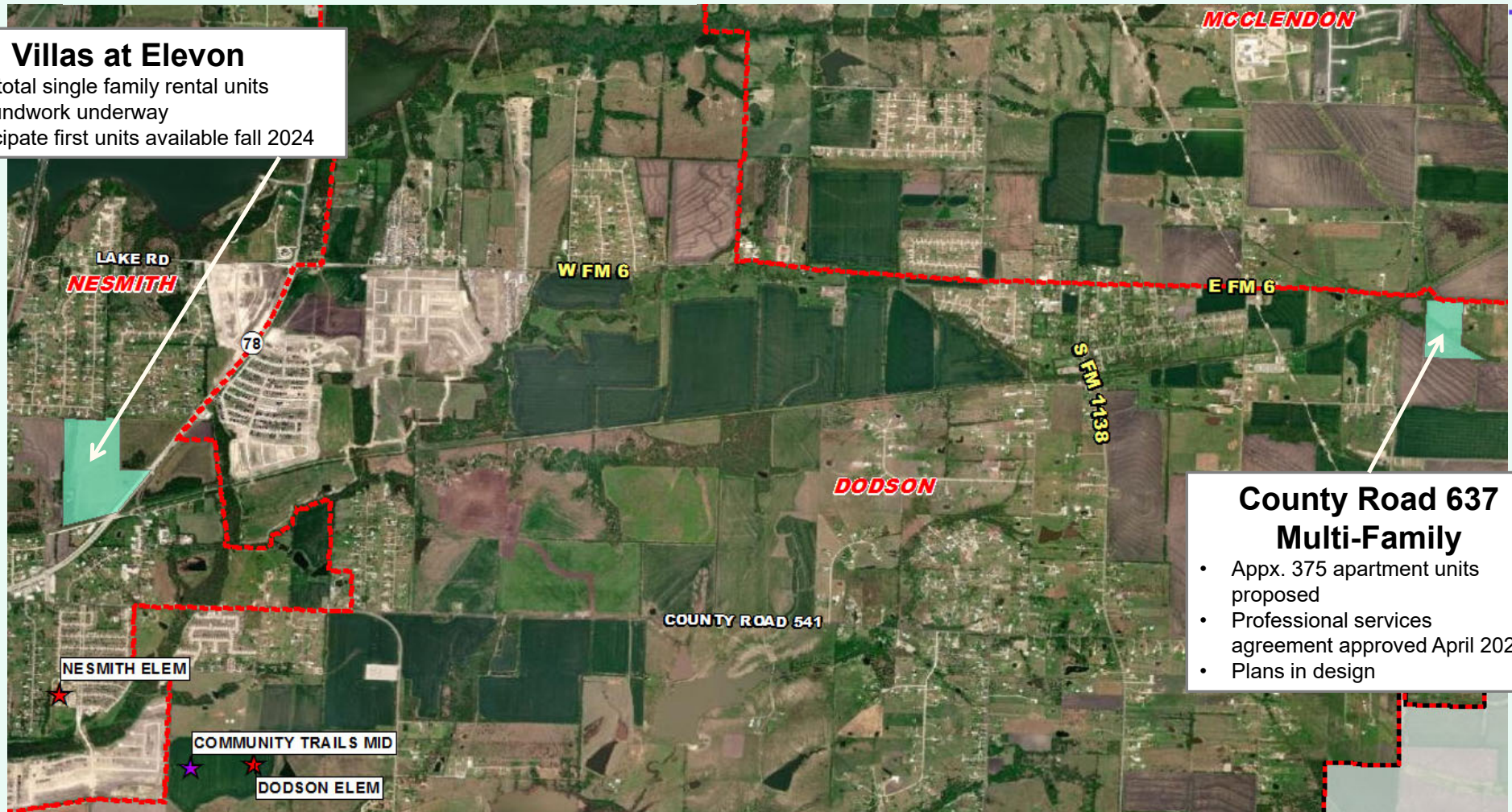




Multi-Family Activity

Villas at Elevon

- 251 total single family rental units
- Groundwork underway
- Anticipate first units available fall 2024

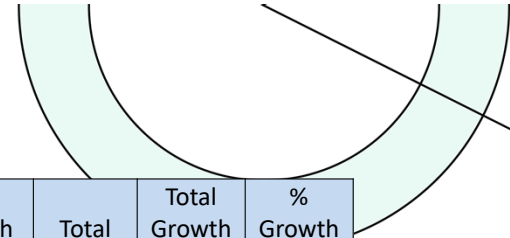


County Road 637 Multi-Family

- Appx. 375 apartment units proposed
- Professional services agreement approved April 2023
- Plans in design



Ten Year Forecast by Grade Level (Mid Forecast)



Year (Oct)	EE	PK	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total	Total Growth	% Growth
2018/19	20	64	181	168	202	176	184	184	204	184	178	197	163	127	2,385			
2019/20	14	93	192	189	177	216	184	203	205	193	197	177	200	154	2,560	175	7.3%	
2020/21	20	77	198	201	210	196	234	197	218	215	194	164	205	2,757	197	7.7%		
2021/22	13	129	281	266	245	257	253	253	243	260	247	211	169	3,349	592	21.5%		
2022/23	13	162	336	337	329	309	297	311	277	257	220	4,066	717	21.4%				
2023/24	13	204	376	391	383	383	354	334	323	316	322	283	249	4,684	618	15.2%		
2024/25	13	214	425	442	454	443	449	409	377	368	319	322	277	5,310	626	13.4%		
2025/26	13	229	480	504	518	528	510	520	456	471	379	322	325	6,088	778	14.7%		
2026/27	13	239	529	556	571	592	591	563	454	503	471	379	319	6,896	808	13.3%		
2027/28	13	249	598	612	631	653	676	677	604	499	513	471	375	7,791	895	13.0%		
2028/29	13	264	658	682	682	707	728	724	654	598	508	518	468	8,655	864	11.1%		
2029/30	13	279	697	727	751	754	780	784	754	796	610	508	514	9,449	794	9.2%		
2030/31	13	284	748	771	789	815	827	856	836	867	811	612	508	10,280	831	8.8%		
2031/32	13	284	804	832	825	843	882	915	922	890	782	811	610	11,188	908	8.8%		
2032/33	13	285	847	870	881	879	935	953	988	993	816	784	795	12,027	839	7.5%		

Yellow box = largest grade per year
Green box = second largest grade per year

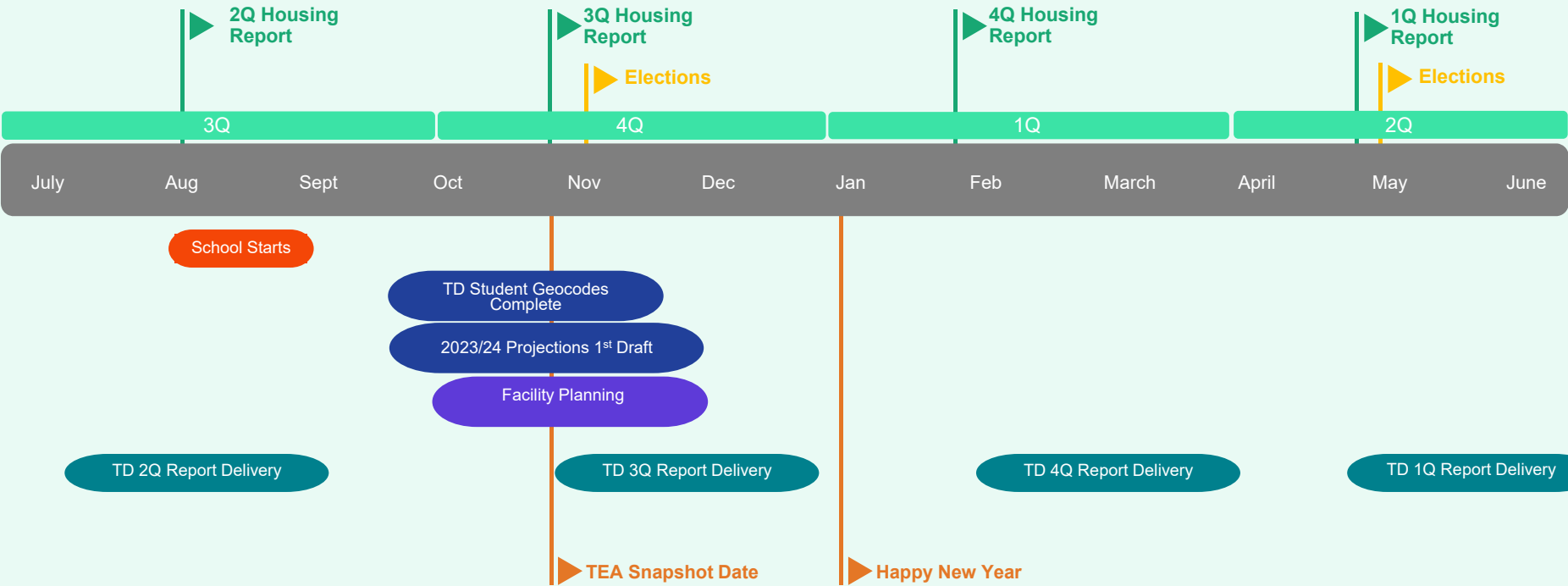


Ten Year Forecast by Campus (Mid Forecast)

CAMPUS	Capacity	Enrollment	ENROLLMENT PROJECTIONS									
			2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33
MCCLENDON ELEMENTARY	785	650	679	653	739	868	1,009	1,148	1,261	1,393	1,529	1,610
NESMITH ELEMENTARY	785	743	689	722	700	700	718	711	693	678	678	678
RODERICK ELEMENTARY	785	656	873	998	1,083	1,148	1,262	1,357	1,410	1,440	1,492	1,492
DODSON ELEMENTARY	785	0	452	843	1,003	1,355	1,474	1,591	1,712	1,830	1,830	1,830
ELEMENTARY TOTALS	3,140	2,095	2,438	3,302	3,532	4,109	4,481	4,803	5,087	5,359	5,610	5,610
Elementary Absolute Change		378	343	453	455	372	322	284	272	251	251	251
Elementary Percent Change		22.02%	16.37%	16.86%	12.45%	9.05%	7.19%	5.91%	5.35%	4.68%	4.68%	4.68%
EDGE MIDDLE SCHOOL	753	906	1,076	1,175	1,570	1,824	2,082	2,218	2,495	2,727	2,934	2,934
MIDDLE SCHOOL TOTAL		906	1,076	1,175	1,570	1,824	2,082	2,218	2,495	2,727	2,934	2,934
Middle School Absolute Change		161	170	95	254	258	136	277	232	207	207	207
Middle School Percent Change		21.61%	18.76%	9.70%	16.18%	14.14%	6.53%	12.49%	9.30%	7.59%	7.59%	7.59%
COMMUNITY HIGH SCHOOL	800	1,065	1,170	1,497	1,672	2,092	2,428	2,698	3,102	3,483	3,483	3,483
HIGH SCHOOL TOTAL		1,065	1,170	1,497	1,672	2,092	2,428	2,698	3,102	3,483	3,483	3,483
High School Absolute Change		178	116	211	175	234	336	270	404	381	381	381
High School Percent Change		20.07%	9.91%	16.41%	11.69%	11.12%	16.06%	11.12%	14.97%	12.28%	12.28%	12.28%
DISTRICT TOTALS		4,066	5,684	6,088	6,896	7,791	9,449	10,280	11,188	12,027	12,027	12,027
District Absolute Change		618	626	778	808	895	794	831	908	839	839	839
District Percent Change		21.41%	15.20%	13.36%	14.65%	13.27%	12.98%	11.09%	9.17%	8.79%	8.83%	7.50%



The Year Ahead



Agenda Item # 8

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, Inc., ("Collector") acting by and through their authorized representatives.

W I T N E S S E T H:

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, Inc.
- 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 the work called for and described in the contract documents. Collector agrees to at all times ensure 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 33,000 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.

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 ninety (90) 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:

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 affect 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 **five (5) year**, beginning on **October 1, 2021**, 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 21 day of September, 2021.

Collector:

BARNES WASTE DISPOSAL, INC.

CITY OF NEVADA TEXAS

By: Anastasia G. Barnes
Anastasia G. Barnes, President

By: Ben Ponce
Ben Ponce, Mayor

Address:
9122 County Road 449, Princeton TX 75407
PO Box 245, Princeton, TX 75407

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

ATTEST:

By: Judy Hill
Judy Hill, City Secretary

APPROVED AS TO FORM:

By: James Hill
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 6:00 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 will perform (1) "Nevada Clean Up Day" each calendar year during the month of March, April, or May, at the request of the City Council. Collector will need a 60-day notice to ensure scheduling.

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 lengths of 4 feet or less and is no heavier than 35 pounds per limb /bundle, lawn/landscape bags heavier than 35 pounds each or bags generated by a landscape maintenance contractor. Should any Customer have excessive refuse beyond the amounts provided for in this contract, Collector may 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 the number of carts based on the level of service selected by the Customer. In the event that any Customer's complimentary polycart(s) is lost, stolen or destroyed such that its use is rendered impractical, unsafe or unsanitary, Collector will replace polycarts at the Collector's discretion and in response to customer requests. Resident's may incur a replacement charge for the polycart in cases of abuse, neglect, or cosmetic defect. Polycarts shall remain the property of the Collector and shall not be removed from the premises for any reason other than replacement.

Pricing Structure. See chart on page 2 of EXHIBIT "A"

EXHIBIT "A"

SERVICE DESCRIPTION	COST (billed monthly)
Residential/Commercial - Curbside	
Basic Service: (1) 96-gallon polycart collected weekly + 2 cubic yards of bulk collected twice a month on the regular collection day	\$22
Expanded Service: (2) 96-gallon polycarts collected weekly + 2 cubic yards of bulk collected twice a month on the regular collection day	\$30
Each additional 96-gallon polycart above the Expanded service	\$8
Senior Citizen for customers aged 62 or greater AND utilizing the basic service (Senior discount does not apply for expanded service)	\$20
Commercial Dumpster Service	
2 yard (1 collection per week/2 collections per week)	\$120/\$150
3 yard (1 collection per week/2 collections per week)	\$140/\$170
4 yard (1 collection per week/2 collections per week)	\$150/\$180
6 yard (1 collection per week/2 collections per week)	\$180/\$240
Additional Services:	
Disposal of appliances containing freon (refrigerator, freezer, air conditioning units, wine coolers, etc.)	\$35/per item
Missed collection return trip fee (1 free return trip every 6 months)	\$10/per trip
Lost, damaged, stolen, unreturned trash container	Varies up to \$90/per can
City of Nevada City Hall (up to 2 96-gallon polycarts)	\$0

In the event of a fuel cost increase, these rate increases will be automatically applied. They will be removed the following billing cycle after a consistent (greater than 14 consecutive days) diesel price is less than \$4.00/gallon.

If diesel prices reach:	Prices will be increased by:
\$4.00/gal	\$0.50/month (\$22.50/\$30.50)
Each additional \$0.50/gal (\$4.50,\$5.00,etc.)	\$0.25/month (\$22.75/\$30.75, \$23.00/\$31.00, etc.)

May 2, 2023

City of Nevada
424 E. F.M. 6
Nevada, TX 75173

Re: Consent to the Assignment of Contract dated September 21, 2021 (the "Agreement") by and between the BARNES WASTE DISPOSAL, INC. and CITY OF NEVADA, TEXAS

Dear Sir or Ma'am:

As we have discussed, Barnes Waste Disposal, Inc. entered into a definitive agreement whereby substantially all of the assets of Barnes Waste Disposal, Inc. are intended to be sold to CARDS Holdings, Inc. (the "Buyer"). The closing of the sale (the "Closing") is expected to occur on May 05, 2023. In connection with the Closing, Barnes Waste Disposal, Inc. plans to assign the Agreement to Buyer, and Buyer shall become liable under the Agreement for the performance of all of the terms and obligations contained therein as of the date of the Closing.

Please sign this consent letter acknowledging the intended sale and consenting to and agreeing to (i) the assignment by Barnes Waste Disposal, Inc. to Buyer of the Agreement (the "Agreement") and (ii) the assumption by Buyer of all rights and obligations of Barnes Waste Disposal, Inc. under the Agreement that arise on and after the Closing. This consent letter shall not be effective, and the Assignment shall not be valid or binding on Barnes Waste Disposal, Inc. or Buyer, unless and until the Closing occurs.

Please note that the sale has not been publicly announced and is therefore confidential. Please keep the sale and the terms of this letter confidential.

Please let me know if you have any questions. Please return an executed copy of this letter to us by email at your earliest possible convenience. Thank you for your prompt attention to this matter. We have enjoyed working with you and appreciate your support during this transition.