





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

# **AGENDA**

# CITY COUNCIL MEETING

Tuesday, January 16, 2024 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 (2<sup>nd</sup> Council Meeting)
- e. Mayor Pro Tem Report
- f. Mayor's Report/Status
- g. NVFD Report (2<sup>nd</sup> Council Meeting)

# **CONSENT AGENDA: ACTION**

6. Approval of Previous Meeting(s) Minutes – January 2, 2024.

# **REGULAR AGENDA**

- 7. Deliberate and take any appropriate action on the Downtown Drainage Project. **Summary:** City Engineer, Chris Donnan can speak on this Agenda Item.
- 8. Deliberate and take any appropriate action on the audit conducted by Murrey, Paschall & Caperton, P.C.

Summary: Certified Public Accountant, Kyle Caperton will speak on this Agenda Item.

- 9. Deliberate and take any appropriate action on the Nevada Economic Development Committee (NEDC) application received from Nevada citizen, Shawn Pharr.

  Summary: Mr. Pharr's application was submitted to the City on January 11, 2024.
- 10. Deliberate and take any appropriate action on amending the ½ Acre Ordinance 010323; changing the Roof Pitch to 6:12 and the Accessory Building Roof Height to 20ft as recommended by the Planning & Zoning Commission.

Summary: Planning & Zoning Chairman Russell Newton can speak on this Agenda Item.

- 11. Deliberate and take any appropriate action on amending the Comprehensive Zoning Ordinance 17-09; changing the Roof Pitch to 6:12 and the Accessory Building Roof Height to 20ft as recommended by the Planning & Zoning Commission.
  - Summary: Planning & Zoning Chairman Russell Newton can speak on this Agenda Item.
- 12. Deliberate and take any appropriate action on the Bear Creek Preliminary Plat.

  Summary: Planning & Zoning Chairman, Russell Newton will provide the P&Z's recommendation.

- 13. Deliberate and take any appropriate action on the proposed RFP for Waste Service vendors. **Summary:** The City Council and Administrative staff should deliberate over the proper timing for the RFP to be posted.
- 14. Deliberate and take any appropriate action on the 90-day termination notice to be sent to CARDS. City will begin to receive RFPs from Waste Service vendors.

  Summary: City Secretary, Morgan Kowaleski has drafted a termination notice to be reviewed by Council.
- 15. Deliberate and take any appropriate action on the quote provided by WOPAC for the asphalt level ups on Eugene Street.
  Summary: Adam Leach from WOPAC provided a quote and map outlining the repairs to be done.

# **FUTURE AGENDA ITEMS**

# 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.
0.	
2. 7.	12.
3.	13.
4. 9.	14.
5. 10.	15.

Execu	ive	Session	- ′	Time:	
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- 1. As authorized by Section 551.071 Govt. Code 551.071 -- confidential legal advice regarding city legal position on development and roadways limited by legislation passed in the last legislative session regarding mandatory dedication of right of way.
- 2. As authorized by Section 551.071 Govt. Code 551.071 -- confidential legal advice regarding a lease for city office space at the B. Carroll building at 201 W FM 6, Nevada TX 75173.

Regular Session: Reconvene from Executive Session - Time:	
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If required, take any action deemed necessary as the result of any executive session deliberations.

Adjournment /	Closing -	Time:	
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# **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**, **January 12, 2023, at 5:00 pm** pursuant to Chapter 551 of the Texas Government Code.

OF NEW AS SOOMER AS SOOMER

Morgan Kowaleski, City Secretary

# CITY SECRETARY REPORT

# CITY ATTORNEY REPORT

# CODE ENFORCEMENT REPORT

# FINANCIAL REPORT

	B C D	E X	Y AD	A AF	AH	A BB E			
2		Day 2022	Current Period Re				Prior Period Reven		
3		Dec 2023	Current YTD	% of Budget	FY 2023-2024	Dec 2022	Prior YTD	% of Budget	
_	THE RESIDENCE OF THE PERSON OF	Actuals	Actuals	Current YTD	Budget	Actuals	Actuals	Prior YTD	Budget
	Revenue								
6	City Sales Taxes	\$ 14,257	\$ 42,390	22%	\$ 193,057	\$ 10,858	\$ 32,519	26%	\$ 125,000
7	Franchise Fees								
8	Electric Franchise Fee		350	%	61,000		:•.	0%	63,000
9	Gas Franchise Fee			%	5,512		-	0%	4,500
10	Telephone Franchise Fee		234	12%	2,000		236	24%	1,000
11	Trash Service Franchise Fee	8,321	8,321	47%	17,600	1,373	4,237	24%	18,000
12	Franchise Fees - Other			%	:::		92	%	
13	Total Franchise Fees	8,321	8,555		86,112	1,373	4,473	10%	86,500
14	Other Revenue								
15	Interest Income	5,241	14,505	14505%	100	8	8	%	
16	Credit Card Fee Revenue	157	401	18%	2,270			%	
17	Donation			%	(4)			%	
18	Miscellaneous Income			%		194	194	389%	50
19	Tax attorney/collector			%	1,100				
20	Total Other Revenue	5,398	14,906		3,470	202	202		50
21	Property Taxes	-,	1,,110		3,470	202	202		30
22	General Property Taxes	332,984	366,145	57%	637,802	197,679	224,553	61%	370,536
23	Total Property Taxes	332,984	366,145	37.70	637,802	197,679	224,553	61%	
24	Total Revenue from Administration	360,960	431,995						370,536
26	Fees	300,300	431,333		920,441	210,113	261,747	45%	582,086
27									
28	Building Permit and Inspections	6,571	10,645	6%	188,186	1,980	11,685	10%	121,000
29	Contractor Registration	110	880	28%	3,090		3.00	%	
30	Health/Food Permit Fees			0%	3,000		175	32%	550
31	Subdivision/Development Fees	505	2,663	5%	55,000		-	0%	55,000
32	Septic Permit Fees		2,125	7%	30,980	220	740	3%	24,750
	Permit Fees - Other	25	300	22%	1,340		110	%	
33	Total Permit Fees	7,211	16,613		281,596	2,200	12,710	6%	201,300
35	Code and Traffic Enforcement								
36	Property Code Enforcement		3	%	8,000			0%	4,500
37	Traffic Violations			%	2,000		2:	%	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
38	Total Code and Traffic Enforcement			%	10,000	-		0%	4,500
40 T	Total Revenue from City Services	7,211	16,613	6%	291,596	2,200	12.710		
	otal Revenue						12,710	6%	205,800
-		368,171	448,608	37%	1,212,037	212,313	274,457	35%	787,886
	xpenses City Administration Expenses								
46	City Council Expenses		-				-		
47	Consultant Fees			%	0			-	
48	Council Meeting Supplies	214	506	253%		40		%	
49	Dues and Memberships	214	300	253%	200	10	19	23%	82
50	Election Fees and Supplies			%	2,000	325	325	45%	725
52	Training/Seminars	-			4,800			0%	3,163
	aning/semiliais			%	1,200			%	

# City of Nevada - General Fund 2023-2024 Actual Vs. Budget Financial Report For the three months ended December 31, 2023

	B C D	E X Y		AF A	AH A	BB B			BL
2		D 2022	Current Period Rev				Prior Period Reven		
3		Dec 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2023-2024 Budget	Dec 2022 Actuals	Prior YTD Actuals	% of Budget Prior YTD	FY 2022-2023 Budget
53	Total City Council Expenses	214	506		8,200	335	344	9%	3,970
55	City Government Expenses							- J/L	3,370
56	Accounting Services	3,000	6,498	24%	27,000	1,500	4 500	470/	77.000
57	Animal Control	3,000	781	25%	3,125	1,500	4,500 781	17%	27,000
58	Bank Service Fee	36	44	%	5,123			25%	3,125
59	Credit Card Service Fee (Intuit)	371	876	38%	2,305		•	%	
60	Central Appraisal District	3/1	1,088	44%	2,498		2.400	44404	7.400
61	City Property Maintenance	145	3,045	58%	5,265	1,455	2,498	114%	2,199
62	Contingency	143	3,043	%	3,203	1,455	2,010	41%	4,875
63	Contracted Services			%					2.452
64	Dues and Subscriptions			%	==0 120			0% %	3,163
65	Electricity	752	2,620	50%	5,200	430	2,110		40.055
66	Equipment and Furniture	,,,,,	2,020	0%	2,000	430	2,110	16%	13,265
67	Financial Audit			0%	8,000		223	12%	1,910
68	Fundview			%	9,700			0%	18,840
69	Insurance		4,274	171%	2,500		2.256	0004	2.445
70	Infrastructure		7,2,7	%	100,000		2,356	98%	2,415
71	Internet		386	284%	136		30	604	***
72	Legal Fees	4,062	12,190	24%	50,000	2 500	26	6%	441
73	Legal Notices	4,002	374	15%		2,500 195	11,000	20%	56,161
74	Miscellaneous Expense	106	106	%	2,500	195	962	25%	3,885
77	Office Supplies	521	1,588	57%	2,800	4.246		0%	
78	Annex Office Space	321	1,306	3/76 %		1,316	2,767	100%	2,757
79	Postage	13	87	50%	24,000 175				
80	Property Tax Collection Fees	- 13	67	%	700		) <u>*</u>	0%	249
81	Software/Cloud Services	1,944	5,022	94%	5,361	1,839	5 430	0%	706
82	Storage Rent	107	214	%	2,361	1,839	5,129	144%	3,572
83	Technical/Legal Books	107	214	%	300				
84	Telephone	89	559	34%				0%	715
85	Training/Seminars	- 65	333	34% %	1,650 1,200	88	264	12%	2,200
86	Travel & Lodging Expenses	60	92	% %	1,200			0%	715
87	Water	38	112	17%	650	26	-	%	
88	Website	30	112	%	2,750	36	99	20%	500
89	Total City Government Expenses	11,242	39,955	70				%	
00		11,242	39,355		259,815	9,358	34,727	23%	148,693
91	Payroll Expenses								
92	Salaries	7,154	16,263	11%	149,000	8,585	18,587	16%	115,000
93	Payroll Taxes	547	1,244	11%	11,400	657	1,422	16%	8,798
94	Unemployment Taxes	2	2	3%	73	5	8	1%	920
95	Employee Health Insurance	936	2,809	11%	25,000		9-1	0%	15,600
96	TMRS	710	1,615	15%	11,074			%	
97	Payroll Processing Fees			%	4.9	7	17	3%	630
98	Total Payroll Expenses	9,349	21,933		196,547	9,253	20,033	11%	140,948

# City of Nevada - General Fund 2023-2024 Actual Vs. Budget Financial Report For the three months ended December 31, 2023

	B C D	E X			AH A	BB B		B BJ B	BL
2		D 2022	Current Period Rev				Prior Period Reve		
3		Dec 2023	Current YTD	% of Budget	FY 2023-2024	Dec 2022	Prior YTD	% of Budget	FY 2022-2023
100	Public Safety	Actuals	Actuals	Current YTD	Budget	Actuals	Actuals	Prior YTD	Budget
101	Ambulance Service			%	12,000				
102	Fire Department Service	42,000	42,000	100%	42,000	30,000	2,420	20%	12,000
103	Police Services	42,000	42,000	100%	290,000	38,000	38,000	100%	38,000
104	Total Public Safety	42,000	42,000	76		70.000	- 10.10	0%	25,000
100	Total rubiic Safety	42,000	42,000		344,000	38,000	40,420	12%	75,000
106	Streets and Roads								
107	City Park/development/upkeep			%	50,000				
108	Ditch and culvert upkeep			%	25,000			0%	45,000
109	Signs			%	16,000		34.	0%	5,000
110	Street Repairs			%	50,000		-	0%	96,000
111	CR 537 Improvements			%	40,000			0%	35,000
112	Eugene/city share with county			%	90,000			0%	
113	Trim bushes/trees		-	%	8,000		· ·	%	1
114	Total Streets and Roads				279,000			0%	181,000
116	Inspections and P&D Expenses								
117	Building Inspections	6,819	16,285	22%	75,584	4,167	17,777	16%	110,000
118	Septic Inspections	1,200	4,970	%	10,000	4,107	2,250	10%	22,275
119	Septic Reporting to TCEQ	270	270	%	6,750		2,2,0	10%	22,273
120	Health/Food Inspections	1,050	1,800	73%	2,477	900	1,350	270%	500
121	P&D Legal Fees		-,	%	2,177	300	1,330	270%	300
122	Planning and Development			%	45,000		20.	0%	49,500
123	Engineering Fees		4,286	12%	36,000	7,134	14,533	40%	36,000
124	Other Inspections	600	600	120%	500	1,254	14,000	0%	30,000
125	Total Inspections/P&D Expenses	9,939	28,212		176,311	12,201	35,910	16%	218,275
127	Municipal Court & Code Enforcement								
128	Clean up of Properties		3,200	160%	2,000				
129	Code Enforcement Services	2,720	13,535	64%	21,000			0%	2,000
130	Judge Fees	2,720	42	1%	7,500		900	30%	3,000
131	Court Clerk Fees		74	%	3,800			0%	4,000
132	City Attorney Fees		590	8%	7,500		*	904	44.00-
133	Mileage Reimbursement		330	%	7,500			0%	11,000
134	Total Municipal Court Code Enf Exp	2,720	17,367	- 10	41 000			%	
100					41,800		900	5%	20,000
136	otal City Expenses	75,465	149,972	11%	1,305,673	69,147	132,334	17%	787,886
138 T	ransfer from Fund Balance				93,636				
140 s	urplus / (Deficit)	292,707	298,636			143,165	142,123		
			250,530			143,103	142,123		

# City of Nevada - Economic Development Corporation 2023-2024 Actual vs. Budget Financial Report For the three months ended December 31, 2023

, E	3 C	D	X	Y	AD A	AF	A	AH	Al	BB	В	ВН	B BJ	E	BL BL
2		THE RESERVE OF		Curre	nt Period Rev	enue & Expenditu	res				Prio	r Period Re	evenue & Exp	penditui	res
3			2023 uals		rrent YTD Actuals	% of Budget Current YTD		2023-2024 Budget		Dec 2022 Actuals		rior YTD Actuals	% of Bu Prior Y		FY 2022-2023 Budget
5 R	evenue														
6															
7	City Sales Tax	(es	\$ 7,129	\$	21,193		\$		\$	5,429	\$	16,260			\$ -
8	Other Reven	ue						360				2			
9	Interest	Income	96					7 <del>0</del> 2		87		87			
10 To	otal Revenue		7,225		21,289					5,516		16,347			
	penses														
13	City Governn	nent Expenses							H						
14	Account	ing Services			1,038										
15	Econom	c Development			:-:						s	_			
16	Equipme	ent and Furniture			(850)						\$	-			
17	Office Su	ıpplies									Ś				
18	Website										s				
19											Ť	-			
20 T	otal Expenses				188			(4)							
21															
22 St	rplus / (Deficit		7,225		21,102		Ś	:•:		5,516		16,347			s -

# City of Nevada

Bank Balance Report As of December 31, 2023

	Α	В	d	D	E	F K	d	Н
1								
2								
3		Bank Account Balances		General Fund		EDC Fund		ARPA Special Fund
4								
5		Operating Account Balance as of 12/31/2023		\$300,319		\$354,985	T	\$311,776
6		Fund Index Account Balance as of 12/31/2023		\$1,315,158	П		T	
7		Undeposited Funds		\$0	П	\$0	T	\$0
8		Pending ARPA Funds Transfer			П		Т	\$0
9		Pending Sales Tax Transfer to EDC		-\$70,023		\$70,023		
10		Working Balance		\$1,545,454		\$425,008		\$311,776

# MAYOR PRO TEM'S REPORT



# NVFD REPORT



# AGENDA ITEM #6

# CITY OF NEVADA

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



# **MINUTES**

# CITY COUNCIL MEETING

Tuesday, January 2, 2024 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:

Heather Schell, Assistant City Secretary City Engineer, Chris Donnan City Attorney, Jim Shepherd Citizens:

Bruce Mathews, Walt Newell, James Gracey, James Frasier, Rocky Turner

# **REGULAR MEETING**

1. Call to Order and Declaration of Quorum -

Time: 7:06 PM

2. Invocation -

Mayor Benito Ponce asked EDC President Bruce Mathews to lead 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. Reports:
  - a. City Secretary Report -

N/A

b. City Attorney Report -

N/A

# Code Enforcement Report –

N/A

# d. Financial Report (2nd Council Meeting) -

N/A

# e. Mayor Pro Tem Report -

Mayor Pro Tem Longoria provided council and citizens an update regarding the budget for employee benefits. The cost for employee health benefits with TML went up 39% for the fiscal year. Effective February 1<sup>st</sup> 2024, the city will carry health benefits and life insurance directly with Blue Cross and Blue Shield (BCBS) whose cost is 13% less than TML.

# f. Mayor's Report/Status -

Mayor Ponce spoke for public record, on the various rumors regarding the closure of Shoemaker & Hardt Coffee Trailer/Shop. The city has never denied or delayed permitting for Shoemaker & Hardt and had no influence on the owner's decision to close their location in Nevada.

# g. NVFD Report (2nd Council Meeting) -

N/A

# **CONSENT AGENDA**

# 6. Approval of Previous Meeting Minutes - December 19, 2023 -

Council Member Longoria made a motion to approve the minutes as written. Council Member Laughter seconded the motion to approve the minutes. Motion carried with a 5-0 Vote.

# **REGULAR AGENDA**

# 7. Discuss and consider taking action on a potential Waste Water Treatment Plant –

City Engineer Chris Donnan spoke on the options for waste water treatment for potential commercial developments in the City of Nevada. The Nevada SUD (SUD) has two potential locations south of town. The City of Nevada would not have any expense as the SUD will be building the plant. Chris Donnan will notify the SUD the recommended capacity for the city. Council Member Laye motion to table this agenda item until the city has an agreement with the SUD. Council Member Deering seconded the motion to table. Motion carried with a 5-0 vote.

# 8. <u>Discuss the concern taking action on the quote provided by WOPAC for the pothole repairs and level up repairs on various streets in the city limits of Nevada –</u>

WOPAC representative, Jason Fraiser addressed the council's concerns and questions regarding level ups, materials to be used, and timeline. City Engineer, Chris Donnan, spoke about the County's estimate for the repair of Eugene Ln. Chris recommended a geotechnical investigation of the area for

reconstruction instead of repair based on predicted future traffic. With the fiscal year's budget in mind, Council Member Longoria made a motion to approve the quote from WOPAC. Council Member Laye seconded the motion to approve. Motion carried with a 5-0 vote.

# 9. <u>Discuss and consider taking action on provided CARDS with a 90-day termination notice and the potential acceptance of proposals for waste management services for the City of Nevada – </u>

After much discussion and taking into consideration the numerous complaints from various citizens, Council Member Deering made a motion to extend a 90-day termination notice to CARDS Recycling & Waste Management immediately upon setting the schedule for a new RFP for Solid Waste services. Council Member Longoria seconded the motion. Motion carried with a 5-0 vote.

# 10. <u>Discuss and consider taking action on the removal of Planning & Zoning Commissioner, Karl Fisher from the P&Z Commission –</u>

Council Member Laye made a motion to approve the removal of Planning & Zoning Commissioner, Karl Fisher from the P&Z Commission. Council Member Hudson seconded the motion. Motion carried with a 5-0 vote.

# 11. 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. TXDOT/County Roads
- 6. Street Sign Project
- 2. Ordinance temp. signs
- 7. Code Enforcement Old Church
- 3. Waste Management RFP
- 4. Hayter Engineering Update Eugene/WWTP
- 5. WOPAC Eugene

# 12. Executive Session -

# 13. Regular Session: Reconvene from Executive Session –

# 14. If required, act on items reviewed in Executive Session -

# 15. Adjournment/Closing -

Time: 8:49 PM

	Benito Ponce, Mayor	
.ttest:		
Morgan Kowaleski, City Secreta	nry	

# AGENDA ITEM #7

# Morgan Kowaleski

From: Chris M. Donnan <cdonnan@haytereng.com>

Sent: Wednesday, January 10, 2024 1:25 PM

**To:** Benito Ponce; Morgan Kowaleski; Kerrie Longoria; Bart Carroll (bart.carroll@yahoo.com)

Cc: Heather Schell

Subject:RE: Downtown Drainage Project MeetingAttachments:Small Project - 1.pdf; Small Project - 2.pdf

Follow Up Flag: Follow up Flag Status: Flagged

Good afternoon,

When we last spoke about the downtown drainage the City indicated that they planned to address the issues with a series of small projects over a period of time. With this in mind, I would recommend that the first small project start at the intersection of Evans and Kerens Street. The goal with this project is to help mitigate the drainage issues reported by the residents at 419 Kerens Street by replacing and/or cleaning existing culverts and grading roadway ditches to drain. Doing this will provide a less obstructed path for runoff to get to the south side of Keren's Street and away from residential areas. I have attached an exhibit that shows the extents of this project. This exhibit shows all culverts being replaced; however, if it is determined that existing culverts can be reused, then by all means, please reuse them.

I would recommend the next project be at the intersection of Eve and Kerens Street. I have attached an exhibit that shows the extents of this project. The goal of this project is quite similar to that of the first small project.

If either recommended project were to be broken down into an even smaller project, I would recommend first replacing the culvert(s) that go under Keren's Street and ensuring the upstream and downstream ditches are graded to drain. I would extend this ditch grading approximately 20-feet upstream and downstream of the new culvert(s). The culvert(s) crossing under Keren's Street are the ultimate bottle neck which is why I recommend replacing those first and then working your way upstream. Once a small project has been completed, I recommend seeing how that area performs during rainfall events to determine if additional work needs to be done within that specific area.

I would be happy to meet the contractor and anyone with the City onsite. I find this helpful when trying to convey information to a contractor about what specifically needs to be done on projects like this.

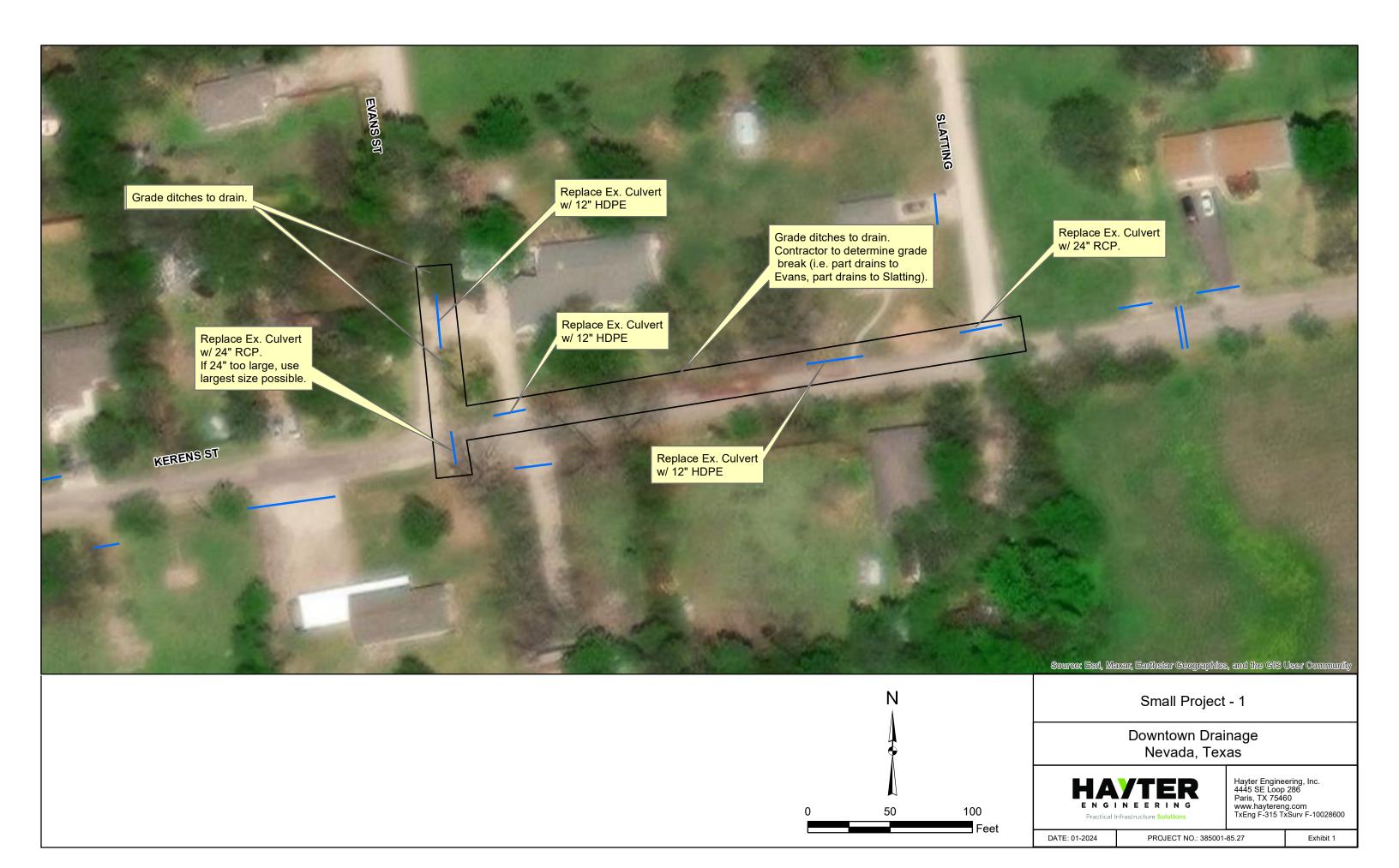
Subsequent projects would include similar type projects as discussed above but at Center, Stinebaugh and Warren Streets. Currently, there are no culverts running south under Warren Street. Assuming grades allow, I would recommend putting a culvert or two under Warrant Street.

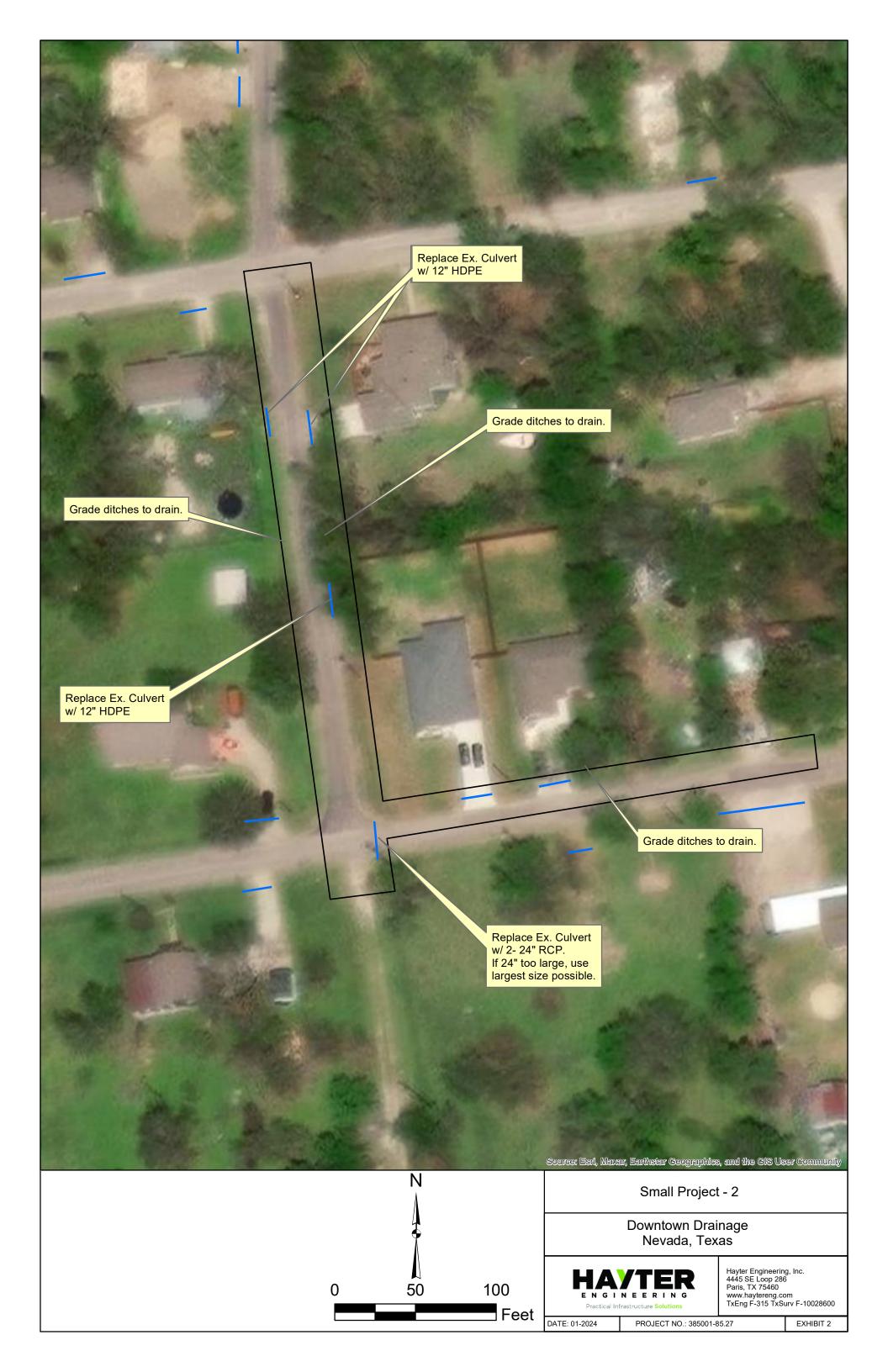
I would be happy to answer any questions or provide further details as required.

Thank you,

Chris Donnan, P.E. CFM
Principal / Project Manager







# AGENDA ITEM #8

# CITY OF NEVADA, TEXAS AUDITED FINANCIAL STATEMENTS SEPTEMBER 30, 2023

MURREY PASCHALL & CAPERTON, P.C. Certified Public Accountants

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# INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of the City Council City of Nevada, Texas Nevada, Texas

# REPORT ON THE AUDIT OF THE FINANCIAL STATEMENTS

### **OPINIONS**

We have audited the accompanying financial statements of the governmental activities, the aggregate discretely presented component units, and each major fund of the City of Nevada, Texas ("City"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the aggregate discretely presented component units, and each major fund of the City of Nevada, Texas, as of September 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **BASIS FOR OPINIONS**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Nevada, Texas and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Nevada, Texas' ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

## AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Nevada, Texas' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Nevada, Texas' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

# REQUIRED SUPPLEMENTARY INFORMATION

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, and budgetary comparison information on pages 5-11 and 25-28 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our

inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Murrey, Paschall & Caperton, P.C.

Murray Prochel & Caputon, PC

Certified Public Accountants

Forney, Texas

January 5, 2024

Within this section of the City of Nevada, Texas annual financial report, the City's management provides narrative discussion and analysis of the financial activities of the City for the fiscal year ended September 30, 2023. The City's financial performance is discussed and analyzed within the context of the accompanying financial statements and disclosures following this section. The discussion focuses on the City's primary government.

## FINANCIAL HIGHLIGHTS

- The City's assets exceeded its liabilities by \$2,225,499 (net assets) for the fiscal year reported. This compares to the previous year when assets exceeded liabilities by \$1,911,751.
- Total net assets are comprised of the following:
  - (1) Capital assets of \$514,104.
  - (2) Unrestricted net assets of \$983,387 represent the portion available to maintain the City's obligations to citizens and creditors.
  - (3) Restricted for ARPA grant funds of \$311,775.
  - (4) Restricted for community development of \$416,233.
- The City's governmental funds reported total ending fund balance of \$1,295,162 this year. This compares to the prior year fund balance of \$1,011,054, which is an increase of \$284,108.

# OVERVIEW OF THE FINANCIAL STATEMENTS

Management's Discussion and Analysis introduces the City's basic financial statements. The basic financial statements include: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. The City also includes in this report additional information to supplement the basic financial statements.

# **GOVERNMENT-WIDE FINANCIAL STATEMENTS**

The City's annual report includes two government-wide financial statements. These statements provide both long-term and short-term information about the City's overall status. Financial reporting at this level uses a perspective similar to that found in the private sector with its basis in full accrual accounting and elimination or reclassification of internal activities.

The first of these government-wide financial statements is the *Statement of Net Assets*. This is a citywide statement of financial position presenting information that includes all of the City's assets and liabilities, with the difference reported as *net assets*. Over time, the

increases or decreases of net assets may serve as a useful indicator of whether the financial position of the City as a whole is improving or deteriorating. Evaluation of the overall health of the City would extend to other non-financial factors such as diversification of the taxpayer base or the condition of City infrastructure in addition to the financial information provided in this report.

The second government-wide financial statement is the *Statement of Activities*, which reports how the City's net assets changed during the current fiscal year. All current year revenue and expenses are included regardless of when cash is received or paid. An important purpose of the design of the *Statement of Activities* is to show the financial reliance of the City's distinct activities or functions on revenues provided by the City's taxpayers.

Both government-wide financial statements distinguish the governmental activities of the City that are principally supported by taxes and fees and on occasion grants from state and federal sources. Governmental activities include general government, public safety, public services, and culture. Business-type activities include airports, water utilities, solid waste management, storm water drainage, golf courses, fairgrounds and stadiums, ground transportation, and parking. Fiduciary activities such as employee pension plans are not included in government-wide statements since these assets are not available to fund City programs. The City currently has no business-type or fiduciary activities.

The City's financial reporting entity includes the funds of the City (primary government) and organizations for which the City is accountable (component units). The City has only one component unit, the Nevada Economic Development Corporation. Established August 31, 2005, the Economic Development Corporation operates independently from the City yet the City is accountable for its activities. The Nevada City Council appoints the Board of Directors. More comprehensive information about the City's component unit can be found in Note A on page 18.

The government-wide financial statements are presented on pages 12-13 of this report.

# FUND FINANCIAL STATEMENTS

A fund is an accountability unit used to maintain control over resources segregated by specific activities or objectives. The City uses funds to ensure and demonstrate compliance with finance-related laws and regulations. Within the basic financial statements, fund financial statements focus on the City's most significant funds rather than the City taken as a whole. Major funds are separately reported while all others are combined into a single, aggregated presentation. All of the funds of the City of Nevada, Texas are governmental funds.

Governmental funds are reported in the fund financial statements and encompass essentially the same functions reported as governmental activities in the government-wide financial statements. However, the focus is very different with the fund statements providing a distinctive view of the City's governmental funds. These statements report short-term fiscal accountability focusing on the use of expendable resources during the year and balances of

expendable resources available at the end of the year. They are useful in evaluating annual financing requirements of governmental programs and the commitment of expendable resources for the near-term.

Since the government-wide focus includes the long-term view, comparisons between these two perspectives may provide insight into the long-term impact of short-term financing decisions. Both the governmental fund *Balance Sheet* and the governmental fund *Statement of Revenues, Expenditures, and Changes in Fund Balances* provide reconciliation to the government-wide statements to assist in understanding the differences between the two perspectives.

The basic governmental fund financial statements can be found on pages 14-17 of this report.

Budgetary comparison statements are included in the basic financial statements for the general fund. These statements and schedules demonstrate compliance with the City's adopted and final revised budget.

The budgetary comparison statements can be found on page 25-28 of this report.

## NOTES TO FINANCIAL STATEMENTS

The accompanying notes to the financial statements provide information essential to a full understanding of the government-wide and fund financial statements. The notes to the financial statements begin immediately following the basic financial statements on page 18 of this report.

### FINANCIAL ANALYSIS OF THE CITY AS A WHOLE

As year-to-year financial information is accumulated on a consistent basis, changes in net assets may be observed and used to discuss the changing financial position of the City as a whole.

Comparative data is accumulated and presented to assist analysis. The City's net assets at fiscal year-end are \$2,225,499. This is a \$313,748 increase from last year's net assets of \$1,911,751.

A portion of the City's net assets (23.10%) reflects its investments in capital assets (e.g. building, streets and equipment). The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending.

An additional portion of the City's net assets represents resources that are subject to external restriction on how they may be used. The remaining balance of unrestricted net assets \$983,387, may be used to meet the government's ongoing obligation to citizens and creditors.

The following table provides a summary of the City's net assets at September 30:

# Summary of Net Assets

	Governmental Activities			
	<u>2023</u>	<u>2022</u>		
Current and other assets Capital assets Total assets	$\begin{array}{r} \$  2,040,117 \\ \underline{\qquad 514,104} \\ \hline 2,554,221 \end{array}$	$ \begin{array}{r} 1,725,861 \\ \underline{534,201} \\ 2,260,062 \end{array} $		
Current liabilities Total liabilities	328,722 328,722	348,311 348,311		
Net assets: Invested in capital assets,				
net of related debt	514,104	534,201		
Restricted – ARPA grant	311,775	311,775		
Restricted - EDC	416,233	366,496		
Unrestricted	983,387	699,279		
Total net assets	\$ <u>2,225,499</u>	\$ <u>1,911,751</u>		

The City reported positive balances in net assets for its governmental activities. Net assets increased by \$313,748.

Revenue and expenditures exceeded budgeted projections for the 2023 fiscal year.

- Property tax revenues amounted to 40.84% of the City's total revenue.
- *Permits and plat fee revenues amounted to 26.59% of the City's total revenue.*
- The City's revenue relies partly on sales tax revenues. Sales tax revenues comprised 23.01% of the City's total revenue.
- The City also benefits from franchise fee revenues. Franchise fee revenues comprised 8.49% of the City's total revenue

Investment income in the form of interest earned on bank and CD accounts is also a component of the resources funding the City's continuing operations and service levels. Occasionally the City will receive a developer contribution for a land agreement or other development infrastructure. During FY2023, the City did not receive any developer contributions. Earnings performance and market status are carefully monitored and remain stable.

## CITY OF NEVADA, TEXAS MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2023

Comparative data is accumulated and presented to assist analysis. The following table provides a summary of the City's changes in net assets for the year ended September 30:

## Summary of Changes in Net Assets <u>Governmental Activities</u>

	.2	023	%	2	022	%
General Revenues:						
Property taxes	\$	390,451	40.84	\$	365,202	40.55
Sales taxes		220,819	23.10		188,749	20.96
Franchise fees		81,203	8.49		78,144	8.68
Permits, fines & plat fees		254,229	26.59		168,048	18.67
Interest & other income		9,274	.98		100,355	11.14
Total revenues		955,976	100.00		900,498	100.00
Expenses:						
General government	\$	195,453	30.43	\$	143,152	24.02
City council	•	4,592	0.72	•	3,401	0.57
Public safety		47,679	7.42		43,879	7.36
Payroll expense		122,727	19.11		124,543	20.90
Planning & development		66,319	10.33		102,561	17.22
Streets & roads		32,832	5.11		23,200	3.89
Inspections		119,040	18.54		131,213	22.02
Municipal court		33,489	5.21		3,819	0.65
Depreciation		20,097	3.13		20,097	3.37
Total expenses		642,228	100.00		595,865	100.00
Increase in net assets						
before transfers:		313,748			304,633	
Transfers in		-			=	
Change in net assets		313,748			304,633	
Beginning net assets		1,911,751			1,607,118	
Prior period adjustment					396	
Ending net assets	\$	2,225,499		\$	1,911,751	

## CITY OF NEVADA, TEXAS MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2023

## FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As discussed, governmental funds are reported in the fund statements with a short-term, inflow and outflow of expendable resources. Governmental funds reported ending fund balances of \$1,711,395. Of this year-end total, approximately \$983,387 is unassigned indicating availability for continuing City service requirements.

## Major Governmental Funds

The general fund is the City's primary operating fund. The fund balance of \$1,295,162 is comprised of the unassigned general funds and restricted ARPA grant funds totaling \$311,775.

Other governmental funds consist of the Economic Development Corporation. The Economic Development Corporation is responsible for collecting the one-half percent sales tax to be used for parks and/or economic development. The Economic Development Corporation fund amounted to \$416,233 of the combined governmental fund balances. The Economic Development Corporation made no contributions to the City during the fiscal year ending September 30, 2023.

## GENERAL FUND BUDGETARY HIGHLIGHTS

The general fund budget for fiscal year 2023 was \$787,886 for expenditures. The general fund budget complied with financial policies approved by the City Council and maintained core services.

Budgetary comparisons are found on pages 25-28 of this report.

### CAPITAL ASSETS

The City's investment in capital assets for its governmental activities, net of depreciation, as of September 30, 2023 is \$514,104. These include land, buildings, improvements, office furniture and equipment. Depreciation expense for the year ended September 30, 2023 amounted to \$20,097.

Additional information regarding the City of Nevada's capital assets can be found in Note D on page 22.

## ECONOMIC ENVIRONMENT AND NEXT YEAR'S BUDGETS AND RATES

Management believes the City of Nevada will continue to experience controlled growth with the addition of residential developments and will continue to provide the services necessary to the citizens.

## CITY OF NEVADA, TEXAS MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2023

General Fund expenses for the 2023-2024 fiscal year are budgeted to increase 83% in total because of development growth, legal fees, police service, street and road repairs. Property taxes are estimated to be \$637,802 which will make up about 44% of general fund revenues.

## CONTACTING THE CITY'S FINANCIAL MANAGEMENT

The financial report is designed to provide a general overview of the City's finances, comply with finance related laws and regulations, and demonstrate the City's commitment to public accountability. If you have any questions about this report or would like to request additional information, contact the City office at 424 FM 6, Nevada, TX 75173, (972) 853-0027.

## CITY OF NEVADA, TEXAS STATEMENT OF NET ASSETS SEPTEMBER 30, 2023

	Prima	ry Government
		overnmental Activities
ASSETS		
Current Assets		
Cash and cash equivalents	\$	950,701
CD and index fund investments		1,032,762
Accounts receivable		44,392
Other current assets		12,262
Total Current Assets	-	2,040,117
Non-Current Assets		
Capital assets, net of accumulated depreciation		514,104
Total Non-Current Assets	,===	514,104
TOTAL ASSETS	÷	2,554,221
LIABILITIES		
Current Liabilities		
Accounts payable		16,323
Deferred grant income		311,775
Payroll taxes		624
Total Current Liabilities	<u> </u>	328,722
TOTAL LIABILITIES		328,722
NET ASSETS		
Invested in capital assets, net of related debt		514,104
Restricted for ARPA grant special fund		311,775
Restricted for community development		416,233
Unrestricted	-	983,387
TOTAL NET ASSETS	\$	2,225,499

## CITY OF NEVADA, TEXAS STATEMENT OF ACTIVITIES FOR THE YEAR ENDED SEPTEMBER 30, 2023

Expenses			Charges for Services		Net (Expense) Revenue	
10	7					
\$	195,453	\$		\$	(195,453)	
	4,592		*		(4,592)	
	47,679		=		(47,679)	
	122,727		=		(122,727)	
	66,319		25,961		(40,358)	
	32,832		<b>=</b> 0		(32,832)	
	119,040		228,268		109,228	
	33,489		950		(33,489)	
	20,097				(20,097)	
	642,228	-	254,229		(387,999)	
\$	642,228	\$	254,229	\$	(387,999)	
					390,451	
					220,819	
					81,203	
				v <u> </u>	9,274	
				(r <del>e</del>	701,747	
					313,748	
					1,911,751	
				<u>\$</u>	2,225,499	
	\$	\$ 195,453 4,592 47,679 122,727 66,319 32,832 119,040 33,489 20,097 642,228	\$ 195,453 \$ 4,592 47,679 122,727 66,319 32,832 119,040 33,489 20,097 642,228	Expenses       Services         \$ 195,453       \$ - 4,592         47,679       122,727         66,319       25,961         32,832       - 119,040         228,268       33,489         20,097       - 642,228         254,229	Expenses       Services         \$ 195,453 \$	

## CITY OF NEVADA, TEXAS BALANCE SHEET - GOVERNMENTAL FUNDS SEPTEMBER 30, 2023

	-		Economic		Total	
			Development	G	overnmental	
- m		General	Corporation		Funds	
ASSETS						
Cash and cash equivalents	\$	595,528	\$ 355,173	\$	950,701	
CD and index fund investments		1,020,531	12,231		1,032,762	
Accounts receivable		44,392	· •		44,392	
Other current assets		12,262			12,262	
Due to/from other funds	×	(48,829)	48,829	<u> </u>		
Total Assets	\$	1,623,884	\$ 416,233	<u>\$</u>	2,040,117	
LIABILITIES AND FUND BALANCES						
Liabilities						
Accounts payable	\$	16,323	\$ -	\$	16,323	
Deferred grant income		311,775	<del>2</del>		311,775	
Payroll taxes		624	-	-	624	
Total Liabilities	: <del></del>	328,722			328,722	
Fund Balances						
Restricted for:						
ARPA grant special fund		311,775	2		311,775	
Community development		*	416,233		416,233	
Unassigned	B	983,387	v		983,387	
Total Fund Balances		1,295,162	416,233	·	1,711,395	
Total Liabilities and Fund Balance	\$	1,623,884	\$ 416,233	\$	2,040,117	

## CITY OF NEVADA, TEXAS RECONCILIATION OF THE BALANCE SHEET-GOVERNMENT FUNDS TO THE STATEMENT OF NET ASSETS SEPTEMBER 30, 2023

Total fund balance - total governmental funds

\$ 1,711,395

Amounts reported for governmental activities in the statement of net assets are different because:

Capital assets of \$803,341 net of depreciation of \$289,237 are not financial resources and, therefore, are not reported in the funds. See note D for detail.

514,104

Net Assets of governmental activities

\$ 2,225,499

## CITY OF NEVADA, TEXAS STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES-GOVERNMENTAL FUNDS FOR THE YEAR ENDED SEPTEMBER 30, 2023

Governmental Fund Types Total **Economic** Development Governmental General Funds Corporation **REVENUES** Property taxes \$ 390,451 390,451 Sales taxes 147,213 73,606 220,819 Franchise fees 81,203 81,203 Permits, fines and plat fees 254,229 254,229 Interest and other income 8,900 374 9,274 **Total Revenues** 881,996 73,980 955,976 **EXPENDITURES** General government 171,210 24,243 195,453 City council 4,592 4,592 Public safety 47,679 47,679 Payroll expense 122,727 122,727 Planning & development 66,319 66,319 Streets & roads 32,832 32,832 Inspections 119,040 119,040 Municipal court 33,489 33,489 Investment in fixed assets **Total Expenditures** 597,888 24,243 622,131 Excess (Deficiency) of Revenues over Expenditures 284,108 49,737 333,845

1,011,054

1,295,162

366,496

416,233

1,377,550

1,711,395

Fund Balances, beginning

Fund Balances, ending

# CITY OF NEVADA, TEXAS RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES SEPTEMBER 30, 2023

Net change in fund balances - total governmental funds

\$ 333,845

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets are allocated over their useful lives and reported as depreciation expense. The amount by which capital outlays exceeded depreciation in the current period is

(20,097)

Changes in net assets of the governmental activities

\$ 313,748

## NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting and reporting framework and the more significant accounting principles and practices of the City of Nevada, Texas (City) are discussed in subsequent sections of this note. The remaining notes are organized to provide explanations, including required disclosures, of the City's activities for the fiscal year ended September 30, 2023.

## Reporting Entity

The City of Nevada, Texas (the "City") was founded in 1861 and is located two miles east of Lavon Lake in southeastern Collin County. The City is a Type A General-Law city, in which citizens elect the mayor and five members of the City Council. The financial statements of the City of Nevada, Texas have been prepared in conformity with accounting principles applicable to governmental units, which are generally accepted in the United States of America. The Governmental Accounting Standards Board ("GASB") is the accepted standard setting body for establishing governmental accounting and financial reporting principles.

## Component Unit

The accompanying financial statements of the City include the accounts of its operations and present the City's primary government and component unit over which the City exercises significant influence. Significant influence or accountability is based on operational or financial relationships with the City (as distinct from legal relationships). The City adopted a local sales and use tax of 1.5% and designated 0.5% for economic development. The City collects these taxes and remits this portion to the Nevada Economic Development Corporation (the "Corporation"). The Economic Development Corporation has the same fiscal year end as the City.

The City applied the criteria set forth in GASB Statement No. 14 to determine whether any other entities should be included in the comprehensive annual financial report. Criteria set forth in this standard include, but are not limited to, the legal status of the organization, the City's ability to impose its will on the organization, fiscal dependency of the organization and the City's financial accountability for the operations of the component unit.

The component unit's operations are reported in the City's financial statements as blended with the primary government. The Nevada Economic Development Corporation is considered a Type B corporation. Type B corporations may pay for land, buildings, equipment, facilities, targeted infrastructure and improvements for professional and amateur sports and athletic facilities, tourism and entertainment facilities, convention facilities and public parks; related store, restaurant, concession, parking and transportation facilities; related street, water and sewer facilities; and affordable housing.

Separate financial statements of the Nevada Economic Development Corporation are not issued.

## Government-wide financial statements

The government-wide financial statements include the statement of net assets and the statement of activities. These statements report financial information for the City as a whole. The primary government units are presented separately in the financial statements with the focus on the primary government. Individual funds are not displayed, but the statements distinguish governmental activities, generally supported by taxes and City revenues, from business-type activities, generally financed in whole or in part with fees charged to external customers.

## Fund Financial Statements

Fund financial statements are provided for governmental funds. Major governmental funds are reported in separate columns with composite columns for non-major funds. The City uses a general fund and special revenue funds.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statement uses the economic resources measurement focus and the accrual basis of accounting generally including the reclassification or elimination of internal activity (between or within funds). Reimbursements are reported as reductions to expenses. Financial statements of the component unit also report using this same basis of accounting although internal activity is not eliminated in these statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property tax revenues are recognized in the year for which they are levied while grants are recognized when grantor eligibility requirements are met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when they are both measurable and available. Available means collectible within the current period or soon enough thereafter to pay current liabilities. The City considers revenues to be available if they are collected within sixty days of the fiscal year-end. Expenditures are recorded when the related fund liability is incurred.

Major revenue sources susceptible to accrual include: property taxes, sales and use taxes, franchise taxes (fees), intergovernmental revenues, and investment income. In general, other revenues are recognized when cash is received.

Allocation of indirect expenses: The City currently has no indirect expenses.

Estimates — The preparation of financial statements in accordance with generally accepted accounting principles requires management to make certain estimates and assumptions that affect certain reported amounts. Accordingly, actual results could differ from those estimates.

Fund Types and Major Funds

The City reports a general fund and a component fund, the EDC discussed above.

Other Significant Accounting Policies

Receivables – Sales taxes are collected and paid out by the comptroller typically within two months of collection. As such, the City records payments received within 60 days of year end as accounts receivable.

Capital Assets – The City's capital assets with useful lives of more than one year are stated at historical cost if purchased or constructed and comprehensively reported in the government-wide financial statements. Donated capital assets are recorded at their estimated fair value at the date of donation. The City generally capitalizes assets with cost of \$5,000 or more as purchase outlays occur. The costs of normal maintenance and repairs that do not add to the asset value or materially extend useful lives are not capitalized. Capital assets held by the City are depreciated using the straight-line method over periods of between 5 and 39 years.

Impairment of Long-lived Assets – The City reviews potential impairments of long-lived assets when there is evidence that events or changes in circumstances have made the recovery of an asset's carrying value unlikely. An impairment loss is recognized if the sum of the expected, undiscounted future cash flows is less than the net book value of the asset. Generally, the amount of the impairment loss is measured as the excess of the net book value of the assets over the estimated fair value. As of September 30, 2023, no impairment of long-lived assets is necessary.

Fund Equity – Beginning with the fiscal year 2011, the City implemented GASB Statement No. 54, "Fund Balance Reporting and Governmental Fund Type Definitions." This statement provides more clearly defined fund balance categories to make the nature and extent of the constraints placed on a government's fund balances more transparent. The following classifications describe the relative strength of the spending constraints:

Invested in capital assets, net of related debt – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted fund balance – amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government) through constitutional provisions or enabling legislation.

Unassigned fund balance – amounts that represent fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. Other governmental funds might report a negative balance in this classification as the result of overspending for specific purposes for which amount had been restricted, committed, or assigned.

When both restricted and unrestricted resources are available for use, it is the government's policy to use externally restricted resources first, then unrestricted resources – committed, assigned, and unassigned, in order as needed.

## NOTE B – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Annual budgets are prepared by the city council and city secretary. The mayor serves as the primary budget officer. The budget officer prepares each year a budget to cover the proposed expenditures of the municipal government for the succeeding year. In preparing the budget, the budget officer may require any municipal officer or Council member to furnish information necessary for the budget officer to properly prepare the budget. The proposed budget is available for inspection by any taxpayer. A public hearing on the proposed budget is held. Public notice of the hearing is provided for according to Texas statute. After the public hearing, action is taken on the proposed budget. The governing body may make any changes it considers warranted by law or in the best interest of the municipal taxpayers. Upon final approval of the budget by the Council, the Council files the budget with the municipal clerk. The budget of the general fund is prepared on the cash and expenditures/encumbrances basis.

The appropriated budget is prepared on a detailed line item basis. Revenues are budgeted by source. Expenditures are budgeted by class as follows: General government, city council, public safety, payroll expense, planning & development, streets & roads, inspections, municipal court and investment in fixed assets.

For the fiscal year ended September 30, 2023, the general fund expenses did exceed budgeted expectations, specifically in the area of legal fees, accounting services, and inspections.

## NOTE C – DEPOSITS AND INVESTMENTS

Deposits – State statutes require that all deposits in financial institutions be fully collateralized by U.S. Government obligations or obligations of Texas and its agencies that have a market value of not less than the principal amount of the deposits. At year-end the City's accounts are at a federally insured institution and the balances amounted to \$1,983,463. This entire amount is covered by federal depository insurance and collateral pledged in the City's name.

Investments – The Texas Public Funds Investment Act and the City's investment policy authorize the City to invest in specific types of investments, including certificates of deposit.

Currently, all investments are held in an indexed savings account and/or certificates of deposit. The City's certificates of deposit are not rated.

### NOTE D – CAPITAL ASSETS

The following is a summary of changes in capital assets for the year ended September 30, 2023:

<u>Asset</u>	Balance- 9/30/22	Additions	Adjustments	Balance- 9/30/23
Office Equipment	\$ 2,461	\$ -	\$ -	\$ 2,461
Building	31,534	-	<b></b> 0	31,534
Streets	761,846	æ(	<b>=</b> 0	761,846
Land	7,500	-	8)	7,500
Accm Depreciation	_(269,140)	(20,097)		(289,237)
Total Fixed Assets	\$ 534,201	\$ (20,097)	<u>\$</u>	\$ 514,104

<sup>\*</sup>Fair value of existing assets was considered and there were no impairments to record.

## NOTE E – COMPLIANCE AND ACCOUNTABILITY

## Finance-Related Legal and Contractual Provisions

• In accordance with GASB Statement No. 38, "Certain Financial Statement Note Disclosures," violations of finance-related legal and contractual provisions, if any, are reported below, along with actions taken to address such violations:

<u>Violation</u>	Action Taken
None Reported	Not applicable

## Deficit Fund Balance or Fund Net Position of Individual Funds

• Following are funds having deficit fund balances or net position at year end, if any, along with remarks which address such deficits:

Fund Name	Deficit Amount
None Reported	Not applicable

## **Budgets and Budgetary Accounting**

• The Texas Uniform Budget Law requires each mayor or city manager to prepare a budget each year to cover all the expenditures of the municipality for the succeeding year. The budget should be prepared at least thirty days prior to the setting of a tax levy by the city. Not less than fifteen days prior to the levying of taxes a public hearing should be held, after being duly advertised. After this the Council should adopt the budget. The City complied with state requirements.

<sup>\*\*</sup> There were no capital asset additions during the current year.

## NOTE F – FEDERAL AND GRANT REVENUE

## GRANT - CLFRF

Grant revenue is recognized when program expenditures are incurred in accordance with program guidelines. Such revenue is subject to review by the funding agency and may result in disallowance in subsequent periods.

Under the American Rescue Plan Act (ARPA) of 2021, the Coronavirus Local Fiscal Recovery Fund (CLFRF) provides emergency funding for eligible local governments. The U.S. Treasury manages the distribution of these funds to Texas counties and cities with populations above 50,000. Cities, villages, towns, and townships serving populations of less than 50,000 are classified as non-entitlement units of local government (NEUs) and will receive funding distributed by TDEM.

The City of Nevada was awarded a total of \$311,775. Half of this balance was released to the City in August 2021 and the remaining portion was released in September 2022. The City did not spend any of these funds prior to year end.

The City is currently trying to confirm an approved project for the funds. As such, these remaining funds (\$311,775) were included in the financials as a deferred grant revenue liability and should be released to income in FY2024 when the funds are spent.

## NOTE G – PROPERTY TAXES

Property taxes are levied by October 1 in conformity with Subtitle E, Texas Property Tax Code. Taxes are due on receipt of the tax bill and are delinquent if not paid before February 1, of the year following the year in which imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed. Property tax revenues are considered available when they become due or past due and receivable within the current period, including those expected to be collected during a 60-day period after the close to the City's fiscal year.

## NOTE H – TMRS RETIREMENT PLAN

Effective April 1, 2023, the City Council approved employee participation in the TMRS Retirement Plan. Employee contributions are set at 7% with a 2:1 matching ratio. Total Contributions from April 2023 to September 2023 were \$6,800. Since TMRS Pension liability reports are generated as of December 31, there were no additional disclosures related to the plan as of September 30, 2023. Expect full GASB 68 Pension Disclosures in FY2024.

## NOTE I – OTHER INFORMATION

## 1. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City maintains commercial insurance coverage covering each of those risks of loss. Management believes such coverage is sufficient to preclude any significant uninsured losses to the City. Settled claims, if any, have not exceeded this commercial coverage in any of the past three fiscal years.

## 2. Commitments

## Public Safety

- Fire: The City has an agreement with the Nevada Volunteer Fire Department to provide fire protection services to residents in the Nevada.
- Police: The City had an agreement with the Collin County Sherriff Department in FY2023.
- Emergency: The City has an agreement with Collin County to provide Ambulance Service.

## Infrastructure

• During FY2023, the City contracted with Streamline Property Maintenance for various road repairs.

### **Utilities**

- Sewer is not provided by the City. Septic systems are individually owned and maintained personally by residents.
- Water is provided by Nevada Special Utility District.
- Electric service is deregulated and anyone that services the area may be chosen.
- Gas service is not provided by the City. Residents may privately own propane tanks for their personal use or can utilize the services of Atmos Energy.
- Trash collection is not provided by the City. However, the City has contracted with Barnes Waste Disposal, Inc. for trash pickup for the City residents and businesses.

## 3. Subsequent Event

- Currently management is unaware of significant pending litigation against the City.
- The City has evaluated all events or transactions that occurred after September 30, 2023 up through January 5, 2024, the date the financial statements were available to be issued. During this period, there were no subsequent events requiring disclosure.

## STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE-BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) FOR THE YEAR ENDED SEPTEMBER 30, 2023

		0
Actual	Budget	Variance
147,211	125,000	22,211
60,666	63,000	(2,334)
5,512	4,500	1,012
931	1,000	(69)
14,095	18,000	(3,905)
81,203	86,500	(5,297)
6,321	92	6,321
2,229	: <del>=</del> :	2,229
269	50	219
390,451	370,536	19,915
390,451	370,536	19,915
627,684	582,086	45,598
206,221	121,000	85,221
4,160		4,160
2,812	550	2,262
25,961	55,000	(29,039)
12,815	24,750	(11,935)
82	4,500	(4,418)
2,260		2,260
254,311	205,800	48,511
881,995	787,886	94,109
	60,666 5,512 931 14,095 81,203 6,321 2,229 269 390,451 390,451 627,684 206,221 4,160 2,812 25,961 12,815 82 2,260 254,311	147,211       125,000         60,666       63,000         5,512       4,500         931       1,000         14,095       18,000         81,203       86,500         6,321       -         2,229       -         269       50         390,451       370,536         390,451       370,536         627,684       582,086         206,221       121,000         4,160       2,812       550         25,961       55,000         12,815       24,750         82       4,500         2,260       -         254,311       205,800

## STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE-BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Actual	Budget	Variance
EXPENDITURES	, e		
City Council Expenses			
Council Meeting Supplies	208	82	126
Dues and Memberships	1,908	725	1,183
Election Fees and Supplies	2,475	3,163	(688)
Total City Council Expenses	4,592	3,970	622
City Government Expenses			
Accounting Services	26,975	27,000	(25)
Animal Control	3,125	3,125	(0)
Bank Service Fee	2,847	14	2,847
Central Appraisal District	2,498	2,199	299
City Property Maintenance	20,777	4,875	15,902
Contracted Services		3,163	(3,163)
Electricity	10,549	13,265	(2,716)
Equipment and Furniture	5,504	1,910	3,594
Financial Audit	7,250	18,840	(11,590)
Insurance	2,356	2,415	(59)
Internet	367	441	(74)
Legal Fees	48,498	56,161	(7,663)
Legal Notices	4,658	3,885	773
Meals	195		195
Miscellaneous Expense	586	( <del>#</del> )	586
Office Supplies	18,039	2,757	15,282
Postage	175	249	(74)
Property Tax Collection Fees	620	706	(86)
Software/Cloud Services	8,147	3,572	4,575
Storage Rent	214		214
Technical/Legal Books	300	715	(415)
Telephone	1,513	2,200	(687)
Training/Seminars	2,243	715	1,528
Water	571	500	71
Website	4,948		4,948
Total City Government Expenses	172,954	148,693	24,261

## STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE-BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Actual	Budget	Variance
Payroll Expenses		U.	
Salaries	103,516	115,000	(11,484)
Payroll Taxes	7,918	8,798	(880)
Unemployment Taxes	31	920	(889)
Employee Health Insurance	11,243	15,600	(4,357)
Payroll Processing Fees	17	630	(613)
Total Payroll Expenses	122,725	140,948	(18,223)
Public Safety			
Ambulance Service	9,679	12,000	(2,321)
Fire Department Service	38,000	38,000	_
Police Services		25,000	(25,000)
Total Public Safety	47,679	75,000	(27,321)
Streets and Roads			
Ditch and culvert upkeep	4,800	45,000	(40,200)
Signs	16,032	5,000	11,032
Street Repairs	12,000	96,000	(84,000)
CR 537 Improvements	<u> </u>	35,000	(35,000)
Total Streets and Roads	32,832	181,000	(148,168)
Inspections and P&D Expenses			
Buidling Inspections	104,761	110,000	(5,239)
Septic Inspections	11,350	22,275	(10,925)
Health/Food Inspections	2,377	500	1,877
Planning and Development	₩,	49,500	(49,500)
Engineering Fees	66,319	36,000	30,319
Other Inspections	552	<b>=</b> 0	552
Total Inspections/P&D Expenses	185,359	218,275	(32,916)

## STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE-BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Actual	Budget	Variance
Municipal Court & Code Enforcement	ű		
Clean up of Properties	2,950	2,000	950
Code Enforcement - Other	28,290	3,000	25,290
Judge Fees	480	4,000	(3,520)
City Attorney Fees	1,770	11,000	(9,230)
Mileage Reimbursement	·	-	1-
Total Municipal Court Code Enf Exp	33,490	20,000	13,490
TOTAL EXPENDITURES	599,631	787,886	(188,255)
EXCESS (DEFICIENCY) OF			
REVENUES OVER EXPENDITURES	282,364		282,364



January 5, 2024

To the Honorable Mayor and Members of the City Council City of Nevada, Texas

We have audited the financial statements of the governmental activities, the aggregate discretely presented component units and each major fund of the City of Nevada, Texas, for the year ended September 30, 2023, and have issued our report thereon dated January 5, 2024. Professional standards require that we advise you of the following matters relating to our audit.

## OUR RESPONSIBILITY IN RELATION TO THE FINANCIAL STATEMENT AUDIT

As communicated in our engagement letter dated August 31, 2023, our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

## PLANNED SCOPE AND TIMING OF THE AUDIT

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

## COMPLIANCE WITH ALL ETHICS REQUIREMENTS REGARDING INDEPENDENCE

The engagement team has complied with all relevant ethical requirements regarding independence.

## SIGNIFICANT AUDIT FINDINGS

Qualitative Aspects of the City's Significant Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Nevada, Texas are described in Note A to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2023. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

## Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. The most sensitive estimate affecting the City of Nevada, Texas's financial statements was:

Management's estimate of the depreciation of the City's fixed assets is based upon management's estimate of the specific assets useful life and the cost of the assets is depreciated accordingly. We evaluated the key factors and assumptions used to develop the depreciation estimate in determining that it is reasonable in relation to the financial statements taken as a whole.

## Financial Statement Disclosures

Certain financial statement disclosures involve significant judgement and are particularly sensitive because of their significance to financial statement users. There was no long-term debt or any other sensitive disclosures to note.

The financial statement disclosures are neutral, consistent, and clear.

## Significant Unusual Transactions

For purposes of this communication, professional standards require us to communicate to you significant unusual transactions identified during our audit. There were no unusual transactions noted.

Significant Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

## Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

## Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

## Management Representations

We have requested certain representations from management that are included in the management representation letter dated January 5, 2024.

## Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City of Nevada, Texas's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

## Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City of Nevada, Texas's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

- Under the American Rescue Plan Act (ARPA) of 2021, the Coronavirus Local Fiscal Recovery Fund (CLFRF) provides emergency funding for eligible local governments. The City has received \$311,776.47 in ARPA funds that requires recipients to obligate the funds by Dec. 31, 2024, and spend them by Dec. 31, 2026.
- Per the TML website: The Public Funds Investment Act (PFIA) governs the investment of government funds in Texas. Under this law, specific parameters are set for Texas cities, requiring them to adopt an investment policy and to designate an investment officer who is required to attend an approved training course. The treasurer, chief financial officer (if the treasurer is not the chief financial officer), and investment officer must attend at least one training session, ten hours in length, within 12 months after taking office and must take eight hours of instruction every two years after the initial training session.

## **OTHER MATTERS**

We applied certain limited procedures to the MD&A, Budget and Actual schedules by fund type, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

## RESTRICTION ON USE

This information is intended solely for the information and use of the Honorable Mayor and City Council and management of the City of Nevada, Texas and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Murrey Paschall & Caperton, P.C.

Murry Pochell & Caputon, PC

# AGENDA ITEM #9



## Board & Committee Application PLEASE NOTE: This application is considered to be public record.

		considered for appointment to the			
Planning & Zoning Co	eethmin	Economic Development Co	ommittee	L	and Use Committ
Name of Nominee: Shawn Pha	π				
Home Address: exington In					
City: Nevada		State: Tx	Zip	pcode:	3
E-mail:					
Number of years as a Neva		ent: 7 months			
Nominated by (if not nomina	ited by se	e(f):			
Occupation: USAF RETIRED					
Business/Company Name:					
		State:		Zipcode:	
		Cell Phone:			
Associates Degree in Aircraft Maintenance	e Fechnology				
Professional experience: (inclu 20 year United States Air Force	ude profes	sional memberships and previous em	nployment)		
Community activities: (include o	civic clubs,	volunteer activities, service organiza	ntions, etc.)		
comments/Special qualification	ons:				

# AGENDA ITEM #10

## **ORDINANCE NO. 010323**

## Comprehensive Zoning Ordinance Amendment Adding Half Acre SF District

AN ORDINANCE OF THE CITY OF NEVADA, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF NEVADA AS HERETOFORE AMENDED, BY ESTABLISHING AND PROVIDING REGULATIONS FOR A HALF ACRE MINIMUM SINGLE FAMILY ZONING DISTRICT (SF ½ 20) AS SET FORTH HEREIN; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF \$2,000.00 FOR EACH OFFENSE; PROVIDING A PUBLICATION CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the governing body of the City of Nevada, Texas, in compliance with the laws of the State of Texas and the ordinances of the City of Nevada have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance of the Town of Nevada should be amended to zone the land described herein;

**NOW, THEREFORE**, be it ordained by the City Council of the City of Nevada, Collin County, Texas:

**Article 1**. **Regulations**. The provisions of the new half acre zoning district to be added to the Comprehensive Zoning Ordinance are as set forth below and in Exhibit A, in new sections Section 3.1 A through Section 10.2.

- 1. Article 2, Section 2.1 SF ½-20 is added to the chart
- 2. Article 3. Section 2.1, subsection D. is added as shown in Ex. A to this ordinance.

## Article 2. Severability Clause.

If for any reason any section, paragraph, subdivision, word, phrase, clause or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section. paragraph, subdivision, word, phrase, clause or provision of this Ordinance.

## Article 3. Repealer Clause.

All provisions of the ordinances of the City of Nevada in conflict with the provisions of this ordinance do not apply to this SF 1/2 20 zoning district, and all other provisions of the ordinances of the City of Nevada not in conflict with the provisions of this ordinance shall remain in full force and effect.

## Article 4. Penalty Clause.

Any person, firm, or corporation (collectively referred to as a "Person") violating any of the provisions of this Ordinance, upon conviction shall be punished by a fine not to exceed the sum of Two Thousand (\$2000.00) Dollars for each offense. Each and every day such violation shall continue shall be deemed to constitute a separate offense.

## Article 5. Publication and Effective Date.

It appears that this Ordinance needs to be adopted in order to protect the public interest, comfort, and general welfare and development of the City of Nevada, Texas, creates an emergency for the preservation of the public health, safety and welfare, and requires that this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provide.

PASSED AND APPROVED this the 1714 day of January, 2023 A.D. by the Town Council of the City of Nevada, Collin County, Texas.

Ben Ponce, Mayor Pro-Tem L'errie Longoria

ATTEST:

Deuce Waters, City Secretary

APPROVED AS TO FORM:

James E. Shepherd, City Attorney



## ARTICLE 2 DISTRICTS AND ZONING DISTRICT MAP

## SECTION 2.1 ZONING DISTRICTS ESTABLISHED

To regulate the use of land and buildings, and to regulate the location, height, bulk and size of buildings and other structures built on the land, the following district is created:

Abbreviated Designation	Zoning District Name
<b>Residential Dist</b>	tricts
SF-1/2/20	Single Family District

## ARTICLE 3 RESIDENTIAL DISTRICT REGULATIONS

## **SECTION 3.1 RESIDENTIAL DISTRICTS**

The Comprehensive Master Plan calls for the establishment of residential areas throughout Nevada in order to preserve and replicate the rural environment. These districts provide for residential development and agricultural uses which will preserve the rural amenities and character

## D. the Single-Family one-half acre minimum zoning district

Single Family SF 1/2 -20)

- 1. Purpose: SF ½ 20 is a single family residential district for detached houses on individual lots and requiring a minimum lot size of 1/2 acre.
- 2. Permitted Uses: Single family residential, school, and local government.
- Development Standards: Following are the yard, lot and space requirements for the district.

Figure D-3-1 - Single Family District (SF ½ 20)		
Lot Size (Minimum)		
Lot Area	Minimum 1/2 acre	
Lot Width (feet)	110	
Lot width of corner Lots (feet)	110	
Lot Depth (feet)	150	
Lot Depth of Double Front Lots (feet)	150	
Dwelling Regulations (Minimum)		
Minimum Square Footage	2,000	
Design Standards Level of Achievement	See Section 3.4 Residential Design Standards	
Yard Requirements-Main Structures (Minimum)		
Front Yard (feet)	50	
Side Yard (feet)	15	
Side Yard of Corner Lots (feet)	20	
Side Yard of allowable nonresidential use (feet)	30	
Rear Yard (feet)	20	

Lot Coverage	45%
Height of Structures (Maximum)	
Main Structure (feet)	40
Accessory Structure (feet)	30

- 4. SPECIAL REQUIREMENTS FOR SF ½ 20 INCLUDE THE FOLLOWING:
  - a. ALL PROVISIONS OF THE COMPREHENSIVE ZONING ORDINANCE APPLICABLE TO THE SINGLE FAMILY ZONING DISTRICT OF SF 1/22 WHICH ARE NOT IN DIRECT CONFLICT WITH THE PROVISIONS OF THOSE IN THIS ORDINANCE FOR THE NEW DISTRICT OF SF ½ 20 SHALL APPLY TO THE NEW DISTRICT.
  - b. No multi-family use in the SF ½ 2000 district is permitted.
  - c. FIFTY FOOT RIGHT OF WAY FOR ALL ROADS NOT DESIGNATED AS COLLECTORS, COUNTY ROADS, OR TXDOT.
  - d. THIRTY-FOOT-WIDE CONCRETE PAVING PER CITY SPECIFICATIONS FROM BACK OF CURB TO BACK OF CURB. DRAINAGE IS TO BE PROVIDED EITHER WITH CURB AND STORM SEWER OR ROLLED CURB AND IN-STREET DRAINAGE. BARROW ("BAR") DITCHES ARE NOT TO BE USED UNLESS REQUIRED OR APPROVED BY THE CITY ENGINEER. ALL PROVISIONS OF CITY DRAINAGE REQUIREMENTS OTHERWISE APPLY, INCLUDING RETAINAGE OR DETENTION PONDS AS REQUIRED.
  - e. NO FRONT ENTRY GARAGES. J-TURN ENTRY IS APPROVED. OTHER METHODS OF ACCESSING THE GARAGE MAY BE PROPOSED FOR CITY APPROVAL.
  - f. ROOFS SHALL A PITCH OF 10:12, OR STEEPER.
  - g. FRONT SETBACK FROM THE PROPERTY LINE SHALL BE NOT LESS THAN 50 FEET
  - h. SIDE YARD SETBACK FROM THE PROPERTY LINE SHALL BE NOT LESS THAN 20 FEET
  - i. Lot coverage shall not exceed 45%
  - j. THERE SHALL BE A RECREATION AREA OF NOT LESS THAN ONE ACRE FOR EACH 75 HOME SITES ON THE PLAT. THIS AREA IS TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION OF THE SUBDIVISION. IT MAY INCLUDE A POOL, A TENNIS, PICKLEBALL OR BASKETBALL COURT, OR CHILDREN'S PLAYGROUND, OR OTHER USE APPROVED BY THE CITY.
  - k. Accessory buildings shall not be used as rental or residential units of any kind. The exterior of the Accessory Building is preferred to match the exterior of the residence.
  - I. Sidewalks of four feet in width are preferred and may be built in the street right of way.

- m. Conduit for fiber optic communications or other wired services for telephone, television and computer uses is required to be installed in the right of way of all residential streets in a manner approved by the City for installation of such services.
- n. Aerobic septic systems are not permitted on lots of less than one-acre Homes within the SF ½ 2000 District may not be constructed or occupied without an approved 'On Site Sewer System' for the residence; or being connected to an approved sanitary sewer system. No Atmospheric Spray heads for an aerobic septic system may be used for a 1/2 - .99 acre lot. . Low pressure drip systems or the equivalent are acceptable if approved by the city inspector.

# AGENDA ITEM #11

ORDINANCE	NO.	17-09

(Revised Comprehensive Zoning Ordinance)

AN ORDINANCE OF THE CITY OF NEVADA, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF NEVADA AS HERETOFORE AMENDED, BY ESTABLISHING AND PROVIDING REGULATIONS FOR ZONING DISTRICTS AS SET FORTH HEREIN; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF \$2,000.00 FOR EACH OFFENSE; PROVIDING A PUBLICATION CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the governing body of the City of Nevada, Texas, in compliance with the laws of the State of Texas and the ordinances of the City of Nevada have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance of the Town of Shady Shores should be amended to zone the land described herein;

**NOW, THEREFORE**, be it ordained by the City Council of the City of Nevada, Collin County, Texas:

**Article 1**. **Regulations**. The provisions of the Comprehensive Zoning Ordinance are as set forth below, in Section 1.1 through Section 10.2.

## Article 2. Severability Clause.

If for any reason any section, paragraph, subdivision, word, phrase, clause or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, word, phrase, clause or provision of this Ordinance.

## Article 3. Repealer Clause.

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

Article 4. Penalty Clause.

Any person, firm or corporation (collectively referred to a "Person") violating any of the provisions of this Ordinance, upon conviction shall be punished by a fine not to exceed the sum of Two Thousand (\$2000.00) Dollars for each offense. Each and every day such violation shall continue shall be deemed to constitute a separate offense.

## Article 5. Publication and Effective Date.

It appears that this Ordinance needs to be adopted in order to protect the public interest, comfort, and general welfare and development of the City of Nevada, Texas, creates an emergency for the preservation of the public health, safety and welfare, and requires that this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provide.

passed and approved this the \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_.
by the Town Council of the City of Nevada, Collin County, Texas.

TRACE KINNARD,

Mayor

ATTEST:

Judy Hill, City Secretary

APPROVED AS TO FORM:

James E. Shepherd, City Attorney

#### d. Roof:

- (1) The minimum roof slope for all accessory structures shall be 3:12, unless the accessory structure is prefabricated, pre-finished, and covers less than two (2) percent of the lot or is a carport.
- (2) The color and materials of the roof of the accessory structures must closely resemble the color and materials of the roof of the main structure, unless the accessory structure is a prefabricated, pre-finished, and covers less than (2) percent of the lot or is a carport.

#### e. Exterior Walls:

- (1) Accessory structures are required to be constructed with exterior walls composed of metal with a baked-on enamel or vinyl finish, vinyl, wood structure that is prefinished and prefabricated, composite masonry façade, or the same masonry content required of the main structure.
- (2) No pressure treated wood, corrugated metal, or plywood is permitted as exterior finish.

#### f. Height:

- (1) Accessory structures shall be limited to a height of not more than twenty (20) feet.
- (2) AG-2/20: Accessory structures shall be limited to a height of not more than twenty-five (25) feet.

#### g. Notes:

AG-2/20: Commercial equestrian or rodeo arenas whether enclosed, partially enclosed, or open air shall require a Specific Use Permit as provided in Section 5.4 "Special Use Permits" of this ordinance.

3.

#### 4. Solar electric panels-

- (f) (1) Solar electric panels must be installed on the roof of the residence or accessory building, must not be visible to the street on which the home fronts, must be installed in compliance with all manufactures requirements, as well as all applicable city electrical and building codes, State of Texas requirements, and must be maintained in operating order or be removed on notice and hearing before the city council if not in compliance.
- (2) Failure to follow the requirements of this section 4. Regarding Solar Electric Panels is a violation of this ordinance, and each day a violation exists is a separate offense. Plans and an application must be filed and a filing fee paid before an application for a solar electric permit may be issued by the city. Inspection fees by the city are to be reimbursed to the city as they are incurred.

  (3). The City Council may adopt additional regualtions for Solar Electric Panels, or similar solar generating devices by separate ordinance.

c. Architectural Requirements (For all Residential Districts)								
Element	A. Base Standard (All Development Must Comply Fully with All Listed Below)	B. Desirable (Each Development Must Select 3 Of The 6 Desirables Listed Below)						
Building Bulk and Articulation		Minimum 25% of street façade offset minimum 2 ft, minimum 60% total area on 1st floor of all 2-story						
House Numbers	Stone plaque with number beside main entry	Lighted front wall plaque						
Exterior Façade Material	100% brick, stone or masonry stucco, with 20% stone or decorative brick accent							
Porch	20 square feet covered front entry, and 50 sq ft covered back or side entry	60 square feet or larger front entry, or connected wrap- around two or more sides, or pitched cover incorporated into roof lines of house						
Chimneys	Chimney enclosed with masonry matching exterior walls and capped	40% stone to match house accent material						
Roof Pitch	8:12 minimum roof pitch; with articulation, dormers or hip/gable							
Roof Materials	Architectural-grade overlap shingles, tile or standing seam metal, no wood shingles, Paint rooftop accessories to match							
Roof Eaves	No wood fascia or soffit							
Repetition of floor plan and elevation	7 lots skipped on same side of street before repeating similar floor plan and elevation, 4 lots skipped opposite side of street, and no identical or flipped floor plans side by side or directly across street	9 lots skipped on same side of street before repeating same or flipped, and 6 lots skipped on opposite side of street						

#### 4. Exterior Facades – Porch

#### a. Base Standard

The front entry of any single family residential unit, which is the entry facing the street on which the unit is located, shall have a covered front entry of a minimum of 40 square feet floor area. There shall be a minimum of 100 square feet covered area at the back or side entry.

b. Desirable Design Attributes:

A covered front porch with a minimum floor area of 60 square feet or larger, or connected wrap-around on two or more side, or pitched cover incorporated into the roof line of the house.

#### 5. Exterior Facades - Chimneys

#### a. Base Standard

Chimney flues for fireplace chimneys are to be within a chimney enclosed with masonry matching exterior walls of the residential unit and capped.

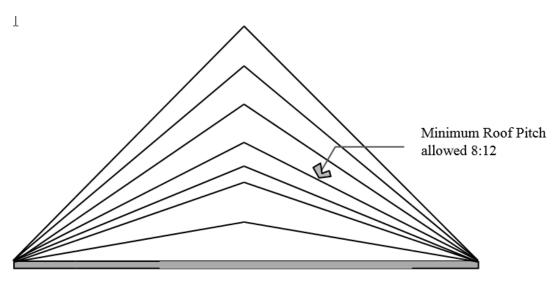
b. Desirable Design Attributes:

Fireplace chimneys shall incorporate 40 percent stone, matching the accent exterior façade materials of the house.

#### 6. Roofs and Roofing - Roof Pitch

#### a. Base Standard

All single family residential units shall have a minimum roof pitch of 8:12, articulation, dormers or a combination of hip and gable roofing.

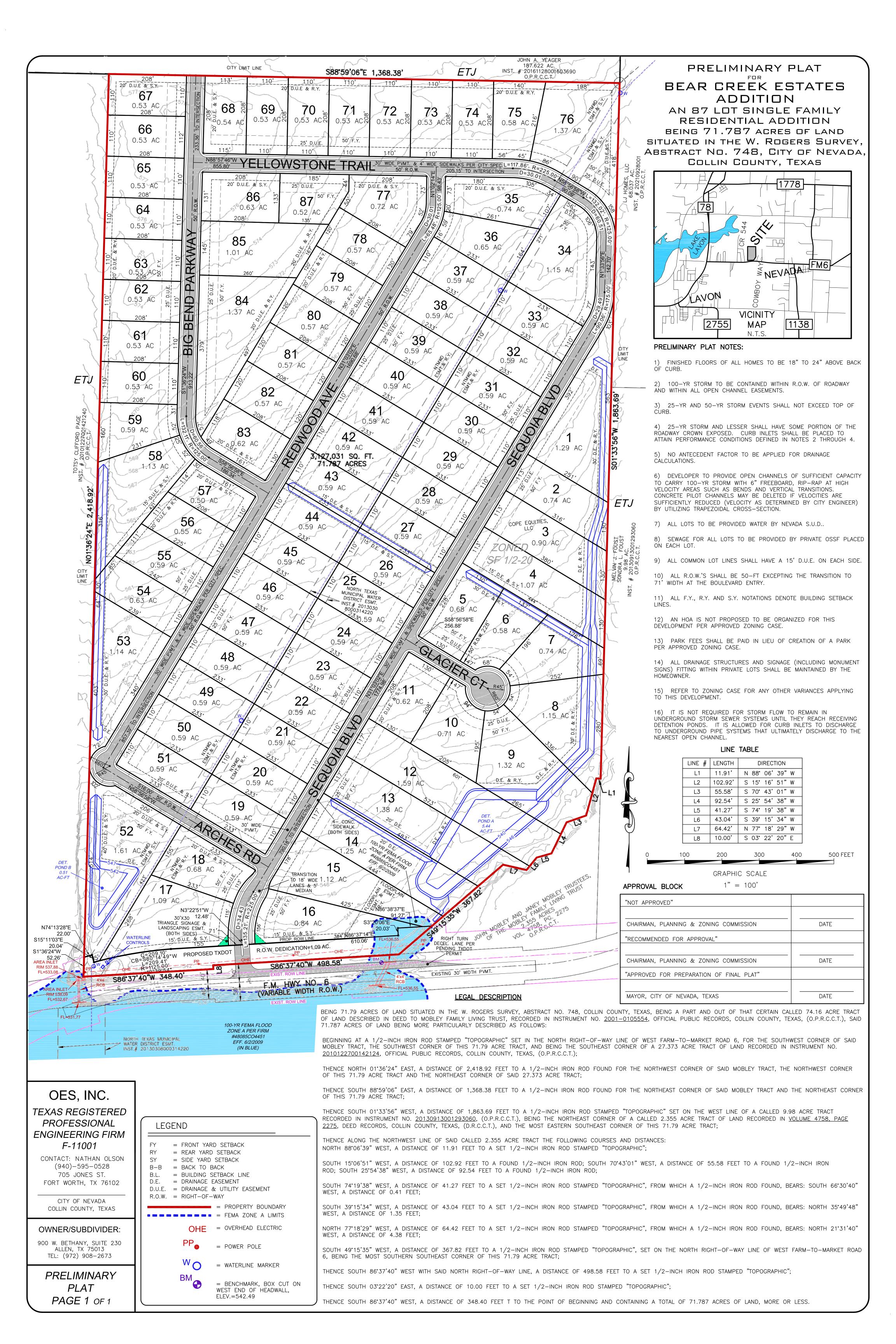


### b. Desirable Design Attributes None

#### 7. Roofs and Roofing - Roofing Materials

a. Base Standard

# AGENDA ITEM #12



#### ORDINANCE NO. 0112123

#### Zoning -Single Family District SF-1/2-20

Bear Creek Subdivision Cope Equities, Inc.

71.79 acre tract -

AN ORDINANCE OF THE CITY OF NEVADA, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF NEVADA AS HERETOFORE AMENDED, BY AMENDING THE ZONING OF A CONTIGUOUS PARCEL OF APPROXIMATELY 71.79 ACRES OF LAND, IN THE JOHN MCMINN SURVEY, Abstract No. 554 Collin County, Texas, SAID PARCELS OF LAND BEING ZONED AGRICULTURAL (AG) PRIOR TO THE PASSAGE OF THIS ORDINANCE, AND ALL 71.79 ACRES OF THE PROPERTY BEING ZONED SINGLE FAMILY SF-1/2-20 BY THIS ORDINANCE, PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF \$2,000.00 FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the governing body of the City of Nevada, in compliance with the laws of the State of Texas and the ordinances of the City of Nevada, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance of the City of Nevada should be amended to zone the land described herein;

WHEREAS, Cope Equities, ("OWNER") has requested zoning of this property as set forth in this Ordinance; and

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, TEXAS:

SECTION 1. ZONING The Comprehensive Zoning Ordinance of the City of Nevada, Texas, Ordinance 17-09, as heretofore amended, be, and the same is hereby amended by changing the zoning the apx. 71.79 acre tract (the "Property") from Agricultural to SINGLE FAMILY SF-1/2-20 zoning,. The tract is as shown in the attached Exhibit A, a survey with attached legal description of the original tract and Property as follows:

Original tract of 73.335 acres. Located at FM 6 Nevada, TX75I73; of which the Property being zoned BEING 71.79 acres of land situated in the I4/. Rogers Survey, Abstract No. 748, Collin County, Texas, being a part and out of that certain called 74.I6-acre tract of landdescribed in deed to Mobley Family Living Trust, recorded in Instrument No. 2001-0105554, Official Public Records, of Collin County, Texas..

ORDINANCE NO.: 0112123
ZONING Bear Creek-Cone equities 71

- **SECTION 2. SPECIAL CONDITIONS** All onsite infrastructure, including roads and utilities, is to be constructed and paid for by the Developer. All provisions of the City of Nevada Comprehensive Zoning Ordinance and Subdivision Ordinance not specifically modified by this ordinance apply to the property zoned herein. Water and septic systems will be installed as required by the Nevada SUD and ordinances of Nevada. Additional Special Conditions follow:
  - A. A minimum of thirty percent of the homes shall have "J-Swing" driveways.
  - B. No local park or homeowners association is required in the subdivision. The park shown in the concept plan presented at the public hearings before the Planning and Zoning Commission and City Council may be revised as residential lots. In lieu of a park, the Applicant has agreed to contribute to the city park funds the sum of \$500.00 per platted residential lot, payable in full on the approval of the final plat of the subdivision.
- **SECTION 3.** That the property shall be used only in the manner and for the purposes as required in the zoning classifications provided for by this Ordinance pursuant to the Amended Comprehensive Zoning Ordinance of the City of Nevada, as heretofore amended. Any dispute as to the operation, effect, or interpretation of this Ordinance shall be determined by the Nevada City Council at a meeting properly noticed and held on the subject.
- **SECTION 4.** That should any sentence, paragraph, Subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.
- **SECTION 5.** That all provisions of the ordinances of the City of Nevada in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Nevada not in conflict with the provisions of this Ordinance shall remain in full force and effect.
- **SECTION 6.** That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Nevada, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of \$2,000.00 for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.
- **SECTION 7.** In accordance with Section 52.011 of the Local Government Code, the caption of this Ordinance shall be published either (a) in every issue of the official newspaper of the City of Nevada for two days, or (b) one issue of the newspaper if the official newspaper is a weekly paper. An affidavit by the printer or the publisher of the official newspaper verifying the publication shall be filed in the office of the City Secretary.



Russell Newton Planning and Zoning Commission Chair City of Nevada 424 FM 6 Nevada, TX 75173

January 4, 2024

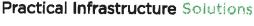
RE: Bear Creek Estates Addition Preliminary Plat HEI Job Number 385001-86.31

Dear Mr. Newton,

Hayter Engineering has reviewed the Bear Creek Estates Addition Preliminary Plat. Our review was for general conformance and shall not relieve the developer or the developer's surveyor or design engineer of full responsibility for the adequacy and integrity of the survey and design, or for conformance to Local, State, and Federal codes.

Construction plans and specifications were not submitted and as such Hayter Engineering's review was of the preliminary plat only. After review, Hayter Engineering recommends that the Bear Creek Estates Addition Preliminary Plat be approved with the following conditions:

- 1. Per the City's Subdivision Ordinance Section 17 "...all figures and letters shall be of such size that if reduced to half scale the information is readable and distinct".
  - a. It is not possible to read the notes for the FM 6 culverts, NTMWD easement, and TxDOT ROW.
  - b. There are a number of instances where text is on top of other text making it difficult or impossible to read both. For example, the text within Lots 14 and 17.
- 2. Per the City's Subdivision Ordinance Section 17 (2)(c), please include the name, address, and telephone number of the owner/subdivider.
- 3. Preliminary Plat Note No. 7 should be updated to read "All lots to be provided water by Nevada SUD". (Subdivision Ordinance Section 17 (3)).
  - a. It is understood that a specific plan for proposed water and drainage facilities will be included with the engineering design plans and therefore not required to be shown on this preliminary plat.
- 4. Per the City's Subdivision Ordinance Section 17 (4), please include a location map of the proposed subdivision.





# AGENDA ITEM #13



#### REQUEST FOR PROPOSAL SOLID WASTE COLLECTION SERVICES

Advertisement:

January \_\_ and January \_\_ th 2024 - Wylie Newspaper

**Questions Deadline:** 

January 31<sup>tst</sup> 2024 3:00 pm

Proposals Due:

February 1, 2024 3:00 pm

Qualified prospective Contractor may obtain copies of the RFP Online at www.cityofnevadatx.org

Proposals for the services specified will be received by the City of Nevada until the date and time as indicated above. Please submit one (1) original and four (4) copies of the proposal in hard copy only.

Mailing and Delivery address:

City of Nevada

Attention: Morgan Kowaleski, City Secretary

424 E. FM 6

Nevada, TX. 75173

Late submissions will not be considered. Proposals must be submitted with the Request for Proposal number and the respondent's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a proposal are provided within.

Respondents are strongly encouraged to carefully read the entire document prior to submitting a response.

Questions regarding this Request for Proposal contact:

Morgan Kowaleski, City Secretary citysecretary@cityofnevadatx.org (972) 853-0027

The City of Nevada appreciates your time and effort in preparing a proposal. Please note that all submissions must be received at the designated location by the deadline shown. Proposals received after the deadline will be considered ineligible and returned unopened.

#### INTRODUCTION

SCO	PE OF SE	RVICES	i: The (	City of No	evada ir	nvites	s firms a	and qu	ualified	professionals to	submit pr	oposals
for a	Solid Wa	aste Col	llection	n and R	ecycling	g Ser	rvices (	Conso	lidated	Contract for th	e City of N	Vevada.
The	Contract	period	will l	be five	(5) ye	ears,	beginn	ing c	on 📒		, and	ending
			, w	ith an op	otion to	exter	nd the C	ontra	ct for or	ne (1) additional	five (5)-ye	ear term

upon the agreement of both the vendor and the City of Nevada. The City has established some minimum services requirements. However, if the proposer believes that there are other ways to effectively and efficiently deliver the services, the City encourages creativity in formal proposals.

The failure or omission of any proposer to receive and examine any form, instrument, addendum or other document, or to acquaint themselves with conditions existing, shall in no way relieve them of any obligations with respect to their Proposal or the Contract. The City of Nevada shall make all such documents available to the Proposers.

#### BACKGROUND

The City of Nevada currently has a population of approximately 1377 and covers over 2 miles of property just 17 miles northeast of Garland and 36 miles northeast of downtown Dallas.

The residential waste is currently collected once a week, with bulk pick up twice per month on the regular collection day. Bulk includes up to 2 cubic yards. There is currently not a recyclable collection. The commercial waste is currently collected as required by the customer.

There are three public schools within the city limits that will need dumpsters for solid waste collection three are located within Community ISD.

The current rate(s) are as follows and includes all taxes and fees:

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: Customers aged 62 or greater AND utilizing the Basic Service. (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	\$35/per item	
(refrigerator, freezer, air conditioning unit, wine coolers, etc)		
Missed collection return trip fee (1 free return trip every 6 months)	\$10/per trip	
Lost, damaged, stolen, unreturned trashy container	Varies up to \$90/per can	
City of Nevada City Hall (up to 2 96-gallon polycarts)	\$0	

The City of Nevada does not handle billing for waste accounts. In addition the City of Nevada receives one free 30 yard dumpster for annual City-wide cleanups.

#### **OBJECTIVE**

The City, in its desire to provide solid waste collection and recycling service, seeks a firm or qualified professional organization to:

- A. Collect and transport solid waste from residential, institutional, commercial, and industrial units within the City of Nevada to a designated disposal site.
- B. Collect and transport residential and commercial/industrial recyclables to a materials recovery facility.
- C. Maximize sanitary and aesthetic living conditions for residents of the City of Nevada.
- D. Maintain positive communications with the City and the customer.

#### **DEADLINE**

The City of Nevada, Texas will receive sealed proposals for collection and transportation of residential, institutional, industrial, and commercial solid waste, and recycling until \_\_\_\_\_\_, at 3:00 pm in City of Nevada City Hall at 424 E. FM 6 Nevada, TX. 75173. Proposals received after the above specified date and time will not be considered or accepted.

#### **CITY CONTACT PERSON**

All inquiries regarding any aspect of this request for proposal shall be directed solely to:

Morgan Kowaleski , City Secretary citysecretary@cityofnevadatx.org 972-853-0027 (phone)

No questions concerning the RFP will be accepted or addressed after 3:00 PM,

#### STANDARD TERMS AND CONDITIONS

In submitting this proposal, the contractor understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract.

#### 1. Bid Time

It shall be the full responsibility of each contractor to ensure the proposal is submitted to the City of Nevada on or before \_\_\_\_\_\_, at 3:00 pm. The official time shall be determined by the clock located within the City of Nevada main office. Proposals received after the time stated will be considered ineligible and returned unopened.

#### 2. Withdrawing Proposals

Proposals may be withdrawn at any time prior to the official opening. Request for non-consideration of proposals must be made in writing to the city secretary and received prior to the time set for opening proposals. The contractor warrants and guarantees that their proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of

mistakes. Contractor agrees that a proposal price may not be withdrawn or canceled for a period of ninety (90) days following the date designated for receipt of proposals.

#### 3. Irregular Proposals

Proposals will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate proposals, or irregularities of any kind. However, the City of Nevada reserves the right to waive any irregularities and to make the award in the best interest of the City.

#### 4. Rejection / Disqualification

Bidders will be disqualified and/or their proposal rejected for any of the specific reasons, but not limited to, listed below:

- A. Proposal received after the specified time and date.
- B. Reason for believing collusion exists among the bidders.
- C. Where the bidder, sub-contractor or supplier is in litigation with the City of Nevada or where such litigation is contemplated or imminent.
- D. Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work or having defaulted on a previous contract.
- E. Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires or qualified statement.
- F. Proposals containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the City's opinion may disqualify the bidder.

However, the City of Nevada reserves the right to waive any irregularities and to make the award in the best interest of the City of Nevada. The City of Nevada also reserves the right to reject all bids.

#### 5. Assignment

The successful contractor may not assign their rights and duties under an award without the written consent of the City of Nevada. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

#### 6. Substitutions / Exceptions

Exceptions / variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with the proposal. No substitutions or changes in the specifications shall be permitted after award without prior approval by the City Council.

#### 7. **Tax**

The City of Nevada is exempt by law from payment of Texas Sales and Federal Excise Tax; therefore, the proposal shall not include any such tax. Successful vendors(s) should request a Tax Exemption Certificate from the City, if needed. Under no circumstances shall the City of Nevada be

liable to pay taxes for which the City has an exemption.

#### 8. Preparation of Documents

All costs incurred by the contractor in responding to this proposal shall be the full responsibility of the contractor.

#### 9. Prohibition Against Personal Financial Interest in Contracts

No employee or council member of the City of Nevada shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City.

#### 10. Conflict of Interest Form

Effective January 1, 2006, House Bill 914 requires any contractor that wishes to conduct business or to be considered for business with any political subdivision, to complete a "Conflict of Interest" questionnaire. The completed questionnaire must be returned with the proposal.

#### 11. Termination / Non Performance

Continuing non-performance of the contractor in terms of the specifications shall be a basis for the termination of the contract by the City. The City of Nevada reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful contractor fails to (1) meet delivery schedules or, (2) otherwise not perform in accordance with these specifications. Breach of contract or default authorizes the City to award to another contractor, and/or purchase elsewhere.

The contract may be terminated by either party upon written notification of ninety (90) day notice prior to cancellation without cause.

#### 12. Performance Bond

The successful contractor will be requested to furnish a Performance Bond in the amount of \$30,000 annually as security for the faithful performance of the executed document. Each bond shall be in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supplying labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such Performance Bond is furnished and approved by the City of Nevada.

Unless otherwise approved in writing by the City of Nevada, the surety company underwriting the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

A letter shall accompany the proposal from a corporate surety satisfying to the City stating that the Performance Bond will be furnished by it to the person submitting the proposal in the event they are the successful contractor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney attached.

#### 13. Indemnification

Contractor shall defend, indemnify, and save harmless the City, and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property because of any negligent act or fault of the contractor, or of any agent, employee, subcontractor, or supplier in the execution of, or performance under, any contract which may result from proposed award. Contractor indemnifies and will indemnify and save harmless the City from liability, claim, or demand on their part, agents, servants, customers, and/or employees whether such liability, claim, or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways, or approaches of or to the facilities within which the occupied premises are located. Contractor shall pay any judgment with costs that may be obtained against the City growing out of such injury or damages.

#### 14. Funding

The City of Nevada is a Type A General Law municipal government operated and funded on October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year. Accordingly, the City reserves the right to terminate, without liability to the City of Nevada, any contract for which funding is not available.

#### 15. Review of Documents/ Conditions

Each contractor shall fully acquaint themselves with conditions and documents relating to the scope and restrictions attending the execution of the work under the contract. Contractors shall thoroughly examine and be familiar with all related documents.

It is also expected that the contractor will obtain information concerning the conditions that may affect its work. The failure or omission of any contractor to receive or examine any form, instrument, addendum or other document, or to acquaint himself with conditions existing, shall in no way relieve him of any obligations with respect to his proposal or to the contract. The City will make all such documents available to the contractors.

The contractor's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full within the contract.

No plea of ignorance of conditions that exist, or difficulties or conditions concerning the work to be performed, or execution of the work shall be accepted as an excuse for any failure or omission on the part of specifications documents governing the work. The contractor(s) awarded the contract shall not be allowed any extra compensation by reason of any matter or aspect prior to the bidding.

#### 16. Ownership of Documents

Original documents, including plans, designs, and notes developed in connection with services or commodities provided hereunder belong to and shall remain the property of the City. The contractor may receive reproducible copies of such documents upon request. Some of these documents, if patented, trade secrets or proprietary in any way, and are so noted in the bids, may not be subject to the Texas Open Records Act, Chapter 252, Subchapter C, Section 252.048 (Vernon's Texas Codes Annotated).

#### 17. Proprietary Information

All material submitted to the City of Nevada becomes public property and is subject to the Texas Open Records Act upon receipt of award. If a contractor does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal.

The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

#### 18. Addendums

Any interpretations, corrections or changes to the proposal and specifications shall be made by addendum. Any explanation, clarification, or interpretation desired by a contractor regarding any part of the solicitation must be requested in writing to the purchasing office with sufficient time allowed for a written addendum to reach each contractor or before submission of proposals. Sole issuing of addenda shall be vested in the purchasing office. Addenda shall be sent to all who are known to have received a copy of the proposal. Contractors shall acknowledge receipt of all addenda. Interpretations, corrections, or changes to the proposal made in any other manner are not binding upon the City of Nevada, and contractor shall not rely upon such interpretations, corrections, or changes. Oral explanations or instructions given before the award of the contract are not binding. It is the sole responsibility of the contractor to check with the City of Nevada to ensure that all available information has been received prior to submission. The City will not be held liable for any addenda information not received by contractor.

#### 19. Contact with City Employees / Council Members

In order to ensure fair and objective evaluation, all questions related to this proposal should be addressed to the City Secretary. Contact with any other city employees or council member is expressly prohibited without prior consent of the City secretary. Contacting other City employees or council members will risk elimination of their proposal from further consideration.

#### 20. Compliance with Laws

Contractor shall give all notices and comply with all federal, state, and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performance of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. The contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

#### 21. Employment Eligibility Verification

Contractor warrants that it fully complies with all federal, state, county, and/or city statutes and regulations regarding the employment of aliens and others, and that all its employees performing work with the City meet the citizenship, or alien status requirements set forth in federal, state, county, and/or city ordinances and regulations. Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any other liability which may be assessed against contractor or City in connection with any alleged violation of any federal, state, county, and/or city statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

#### 22. Insurance

The City of Nevada requires vendor(s) to carry the minimum insurance as required by law, and additional coverage as set forth in "Insurance Requirements" in Section 38, below.

#### 23. Competency of Contractor

The opening and reading of the proposal shall not be construed as an acceptance of the contractor as a qualified, responsible contractor. The City of Nevada reserves the right to determine the competence and responsibility of a contractor from its knowledge of the contractor's qualifications and other sources.

The City of Nevada will require submission with the proposal of supporting data regarding the qualifications of the contractor in order to determine whether he is a qualified, responsible contractor. The contractor will be requested to furnish the following information:

- A. Itemized list of the contractor's equipment available for use on the contract.
- B. Copy of the latest available financial statements of the contractor (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available).
- C. Evidence that contractor is in good standing under the laws of the State of Texas, and, in the case of corporations organized under the laws of any other State, evidence that the contractor is licensed to do business and in good standing under the laws of the State of Texas or a sworn statement that it will take all necessary action to become so licensed if its proposal is accepted.
- D. Evidence, in form and substance satisfactory to the City, that the contractor has been in existence in excess of five (5) years and possesses not less than five (5) years actual operating experience in refuse collection and disposal, and recyclables collection and processing.

#### 24. Qualifications of Contractor

In the event that the City of Nevada shall require additional supporting data regarding the qualifications of the contractor in order to determine whether he is a qualified, responsible contractor, the contractor may be required to furnish any or all of the following information:

- A. Evidence that the contractor is capable of commencing performance as required in the contract documents.
- B. Evidence, in form and substance satisfactory to the City, that the contractor possesses the managerial and financial capacities to perform all phases of the work called for in the contract documents.
- C. Evidence, in form and substance satisfactory to the City that the contractor's experience in recycling collection and processing derives from operations of comparable size to that contemplated by the contract documents.
- D. Such additional information as will satisfy the City of Nevada that the contractor is adequately prepared to fulfill the contract.

#### 25. **Liens**

The successful contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided under the City's request, by seller or seller's contractor(s). If the City requests, a proper release for all liens, or

satisfactory evidence of freedom from liens, it shall be delivered to the City.

#### 26. Termination for Default

The City of Nevada reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful contractor fails to:

- A. Meet delivery schedules.
- B. Make payments of any fees.
- C. Perform in accordance with these specifications.
- D. Keep equipment functional.

In the event the successful contractor shall fail to perform, keep, or observe any of the terms and conditions, the City shall give the contractor written notice of such default. If said default is not remedied to the satisfaction and approval of the City within ten (10) working days of receipt of such notice by contractor, default shall be declared and all the contractor's rights shall terminate. The contractor, in submitting this proposal, agrees that the City shall not be liable to persecution for damages in the event that the City declares the contractor in default.

#### 27. Termination for Insolvency

The City may terminate this contract/agreement forthwith if any of the following occur:

- A. Insolvency of contractor: contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not is insolvent within the meaning of such laws.
- B. The filing of a voluntary or involuntary petition regarding contractor under the Federal Bankruptcy Code.
- C. The appointment of a receiver or trustee for contractor.
- D. The execution by contractor of a general assignment for the benefit of creditor.

#### 28. Termination without Cause

The City or the contractor shall have the right to terminate the contract, in whole or in part, without cause any time upon ninety (90) days prior written notice. Upon receipt of a notice of termination, the contractor shall promptly cease placing orders and all further work pursuant to the contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the contractor; to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

#### 29. Wages

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act

(FLSA), and shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, Social Security, unemployment, Federal Income Withholding Taxes, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law, including but not limited to, FLSA, for work performed by vendors employees for which the City may be found jointly or solely liable. In the advent of a Public Works project, the City and the contract are also governed by the Davis- Bacon prevailing wage rate.

#### 30. Force Majeure

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

#### 31. Change Order

The City of Nevada reserves the right to modify or change plans and specifications as deemed necessary after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the City Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract will be documented in written form by the City of Nevada and acknowledged by the contractor. The vendor may request new pricing or may cancel contract with 90-day notice without penalty.

#### 32. Books and Records

The contractor and City agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

#### 33. Price Escalation

Basis for price escalation should be based on the Consumer Price Index for the most recent twelvemonth period reported for the Dallas-Fort Worth area. The contractor shall provide the City of Nevada with copies of the appropriate indices for verification purposes. The City of Nevada reserves the right to approve or reject any and all requests for price escalations. If price escalation is rejected vendor may cancel contract with 90-day notice without penalty.

#### 34. Protests

All protests regarding the solicitation process must be submitted in written form to the purchasing office within five (5) working days following the opening of proposals. This includes all protests relating to legal advertisements, deadlines, proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or the contract documents.

Post-award protests must be submitted in written form within five (5) working days after award.

Protests must include, at a minimum, the name of protestor, proposal number and description, and a statement of grounds for protest. The City of Nevada respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data

becomes available that was not previously known, or if there has been an error of law or regulation.

#### 35. Remedies

The contractor and the City of Nevada agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

#### 36. **Venue**

The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or in the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Collin County, Texas.

#### 37. Award

The City will award contract(s) for goods or services to the lowest responsible vendor that represents the "best value" to the City, price and other factors considered. When determining "best value," the following criteria will be considered as amended in Section 252.043 of the Texas Local Government Code:

- A. Purchase price.
- B. Reputation of vendor and vendor's goods/services.
- C. Quality of the vendor's goods/services.
- D. Extent to which the goods or services meet the City's needs.
- E. Vendor's past relationship with the City.
- E. Impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized business and non-profit organizations employing persons with disabilities.
- F. Total long-term cost to the City to acquire the vendor's goods or services.
- G. Any relevant criteria specifically listed in the proposal.

#### 38. INSURANCE REQUIREMENTS

The contractor shall maintain at all times during the term of the contract, the following types and amounts of insurance coverage with an insurance company authorized to do business in the State of Texas and approved by the City of Nevada with the City named as a co-insured on the policy:

#### A. Commercial General Liability Insurance

Minimum combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate for bodily injury and property damage.

#### **B. Commercial Automobile Liability Insurance**

Minimum combined single limit of \$1,000,000.00 per occurrence for any, non-owned

and hired coverage.

#### C. Worker's Compensation Insurance

Statutory limits, including employer's liability coverage at minimum limit of \$500,000.00 per occurrence – each accident, \$500,000.00 per occurrence – disease, and \$500,000.00 aggregate – disease. Non-Subscribers, would provide proof of Occupational Accident policy.

The contractor shall deliver copies of the policies with all endorsements to the City. The policies shall provide that no modification, alteration, change or cancellation of the policy shall occur except upon 30 days written notice to the City.

The contractor shall hold the City harmless and indemnify the City, its officers, agents, servants and employees from and against any and all claims or suits for damage or loss of whatsoever kind or character, whether real or asserted, arising out of or in connection with this contract or the performance thereof, whether or not occasioned by the acts of omission or commission of the contractor, its agents, officers, servants and employees. It is the intention of the contractor and the City for the contractor to indemnify the City from its own negligent acts, whether or not said acts are combined with or free from the negligence of the contractor's agents, servants and employees.

#### **INSTRUCTIONS TO PROPOSERS**

This section outlines the general conditions under which the proposal shall be made as well as instructions on how to prepare and submit the proposals to the City. It also outlines the procedures that will be followed in selecting the successful proposal and in completing the contract.

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the contractor. The City of Nevada and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

#### 1. Applicable Law

The City has determined that this is procurement within the meaning of Chapter 252, Local Government Code, Vernon's Texas Civil Statutes. Many other statutes, regulations and guidelines may apply to the services being proposed, i.e. FCC, FAA, and others and may affect the way proposers choose to conduct business. Proposers must be familiar with all the legal requirements to provide this service. All proposers must be able to legally conduct business in the State of Texas.

The successful proposer must comply with all federal, state, county, and local laws. The proposer agrees, during the performance of work or service, to comply with all applicable laws, codes, and/or ordinances of the City of Nevada, Collin County, and/or State of Texas as they may apply, as these laws may nor read or as they may hereafter be changed or amended.

#### 2. Process Overview

This section briefly outlines the major steps in the procurement process.

- a. Request for Proposals (RFP) released to potential proposers.
- b. The City reviews all proposals, and selects proposals reasonably qualified for selection of award.
- c. The City and proposers enter into discussions of proposal, as necessary.
- d. Recommendation to City Council for contract award.
- e. Execution of contract.
- f. Execution of appropriate bonds.

Failure to execute the contract within ten (10) days after the completed contract documents are delivered by the City of Nevada shall entitle the City to rescind the award and retain the proposal security. In the event the City of Nevada should be required to re-advertise because of the failure to execute contract documents, the defaulting vendor shall not be eligible to submit a proposal.

#### 3. Process Detail

#### A. RFP Release

In accordance with State law, notice of the time and place, when and where, the proposed contract shall be published in the local newspaper once a week for two (2) consecutive weeks prior to the time set for letting the contract. The first publication will be printed at least fourteen (14) days prior to the date set for letting the contract.

#### **B. Questions Pertaining to Proposal**

Questions pertaining to this proposal will not be addressed after \_\_\_\_\_\_at 3:00 pm. All questions should be addressed to:

Morgan Kowaleski, City Secretary citysecretary@cityofnevadatx.org (972) 853-0027

#### C. Opening of Proposals

All proposals must be received in the City Secretary's office no later than the proposal opening date and time shown on the cover letter, 2021 3:00 pm.

Proposals shall be opened by the City so as to avoid disclosure of contents to competing offers and maintain confidentiality during the process of negotiation. Proposals will not be publicly read. It is the responsibility of the proposers to clearly mark and identify all portions of the proposal, which, in the proposer's opinion, contain trade secrets, confidential information, and other proprietary information. Trade secrets and confidential information contained in the proposals and clearly identified as such will not be open for public inspection upon mere request under the Open Records Act. However, the City will release and provide all information required to be furnished under the Open Records Act.

#### D. Selection of Reasonably Qualified Proposals

The City of Nevada will review the proposals submitted by all proposers. On the basis of the relative importance of price and other evaluation factors, the City of Nevada will determine which proposals are reasonably qualified for the award of the contract.

The City of Nevada may, at any time, investigate a proposer's ability to perform the services. The

City of Nevada may ask for additional information about the company and its service on previous contracts. Proposers may choose not to submit information in reply to the City of Nevada's request; however, if failure to submit such information does not clarify the City's questions concerning the ability to perform, the City may discontinue further consideration of a particular proposal.

The City of Nevada would typically be interested in previous experience in performing similar or comparable services, business and technical organizations, staffing and personnel turnover; customer lists; financial statement of resources for current and past periods; or other relevant information.

Please be aware that the City of Nevada may use sources of information not supplied by the proposer concerning the abilities to perform this work. Such sources may include current or past customers of the organization; current or past suppliers; articles from other published sources such as industry newsletters or from non-published sources made available to the City of Nevada.

#### E. Discussions with Reasonably Qualified Proposers

After selection of reasonably qualified proposers, the City of Nevada may enter into discussions concerning the services proposed. These discussions will be on an individual basis and closed to third parties and other proposers.

The City of Nevada and the proposer will review in detail all aspects of the City's requirements and the proposal. During the review of these proposals, the proposer may offer minor revisions that do not significantly alter the original proposal and the City of Nevada may accept the revisions in the proposal.

#### F. Recommendation to City Council

City Staff will recommend the most responsible proposer whose best and final offer is determined by the City to be the most advantageous, taking into consideration the relative importance of price and other evaluation factors. Staff may recommend rejection of all bids to the City Council. City Council reserves the right to reject all bids in connection with this request for proposal.

#### G. Execution of Contract

The City Council shall authorize award of the contract to the successful proposer and designate the successful proposer as the City of Nevada contractor, subject to execution of the contract documents by City and Proposer. The City of Nevada will require the proposer to sign the contract documents and provide the required Performance Bond and provide evidence of insurance as required under the contract documents. No work shall commence until the contract documents are signed.

No contract shall be binding on the City until it has been executed by the Mayor. Further, no contract for this project may be signed by the City of Nevada without the authorization of the City Council.

After the contract is signed, the City will not make allowances for any failures by the designated contractor, which affect the ability to provide services explicitly included in the contract.

#### H. Execution of Appropriate Bonds

The designated contractor shall execute the Performance Bond and Proof of Insurance

conforming to requirements as set forth in the contract. Cost for such Bonds shall be paid by the designated contractor. Proof of Insurance must accompany the executed contract.

#### 4. Required Documents

Proposals must be prepared in accordance with these instructions. The proposal package must include the following information documents in the following order with each section separated with labeled tabs/dividers:

The entire package must be sealed and addressed to City of Nevada Attention: Morgan Kowaleski, City of Nevada at 424 E. FM 6 Nevada, TX. 75175. Mark plainly on the outside of the package the title of the proposal. Indicate the opening time and date on the package and clearly indicate a return address. A minimum of one (1) original and four (4) copies of the proposal shall be submitted for evaluation.

All responses and accompanying documentation will become the property of the City of Nevada. Proposers are advised that the City makes absolutely no guarantee that it can protect the confidentiality of any information submitted in this proposal. Contractor must indicate confidential, proprietary or any other information that they do not wish to be publicly disclosed without their approval.

#### A. Cover Letter

Include a cover letter transmitting the proposal to the City of Nevada, indicating the information included above (title of procurement and opening time and date). In addition, the cover letter must indicate that the contractor's company agrees to be bound by the proposal submitted to provide for the services specified in the contract and a statement that the proposal is a firm and irrevocable offer for ninety (90) days.

If the proposal represents offerings to be made by different firms or organizations, the City of Nevada will do business only with the contractor and will require the proposer's organization to assume responsibility for the total project. An authorized official of the proposer's organization must sign the proposal.

Power of Attorney authorizing agent or others to sign the proposal must be certified in writing.

#### B. Appropriate Proposal Security

No proposal will be considered unless it is accompanied by a cashier's check or certified check on any state or national bank, or acceptable bond, payable unconditionally to the City of Nevada. The cashier's check, certified check, or bond shall be in an amount of not less than \$5,000. This security is required by the City of Nevada as evidence of good faith and a guarantee that, if awarded the contract, the contract and required bonds will be executed and proof of insurance provided.

Refusal to execute the contract in accordance with the proposal, or failure to give such bonds as may be specified in the contract documents, shall cause forfeiture of the proposal security.

The proposal security, if a negotiable instrument, will be returned after the City and the successful proposer for the project have executed the contract, or if no award is made.

#### C. Executive Summary

Each proposal must contain an executive summary that contains a brief description of the major contents of the proposal.

#### D. Firm Background

Provide a brief description and history of the firm including current size, and how many persons in the firm are directly engaged in solid waste collection and disposal and recycling processing. Also include the names, qualifications, years of experience and other detailed background information of the local management team directly responsible for local operations. Provide information regarding proposer's plan, ability, and experience in disaster recovery or work shut down periods.

#### E. Financial History

Provide audited financial statements for the past five (5) years, list major stockholders/principal owners, list principal corporate officers and provide annual report to shareholders, if available/applicable. If in business for less than five (5) years, financial statements should be supplied for each year in business.

#### F. Experience and References

Discuss the contractor's prior service experience in providing the proposed service to other organizations of comparable size. Provide references of the five (5) most recent contracts with cities where solid waste/recycling collection services were provided.

References must include:

City's name:

Contact:

Address / Telephone Number:

#### G. Evidence of Good Standing

Evidence that the contractor is in good standing under the laws of the State of Texas, and, in the case of corporations organized under the laws of any other State, evidence that the contractor is licensed to do business and in good standing under the laws of the State of Texas or a sworn statement that it will take all necessary action to become so licensed if its proposal is accepted.

#### H. Disposal and Processing Site

With regard to the disposal site and processing site pursuant the services requested in this RFP, provide the name of the owner and operator of the site(s), the location of the site(s) and proximity to the City of Nevada, site(s) permit/license information, and evidence of ownership, lease or contractual agreements by the proposer for use of the site(s) for the duration of the contract period. Provide information related to the disposal sites projected capacity including the specific projected life (in years) of the disposal site.

#### I. Equipment Listing

Contractors must provide a detailed listing (with specifications including weight) of all motorized equipment and vehicles used for the proposed provision of these services. Provide a detailed description of contractor's preventive maintenance, maintenance, substitution, and disaster recovery plan as it relates to this equipment.

#### J. Polycart/Bin Specifications and Warranty

Include detail specifications of polycarts and bins that are being proposed. Upon termination of contract the vendor shall pick up all carts within 3 weeks of the contract termination.

#### K. Environmental Hazard Disposal

Include a statement as to the contractor's disposal method for environmental hazard waste. Hazardous waste is not a requirement of the bid. Some vendors may not collect hazardous waste.

#### L. Customer Service Policy / Satisfaction Program

Provide a detailed description of customer service approach, plan and program including number of customer service personnel, turn-around time on customer service inquiries, sample customer service reports, customer service center location, customer service phone policies, and any other pertinent and applicable information.

#### M. Description of Residential Plan / Schedule

Describe the proposed plan / schedule for the collection of residential waste. This must include days of the week for collection and method for allocating collection equipment and human resources pursuant to the collection plan. Also describe the type(s) of refuse containers acceptable under this plan.

Include in this section the number of free "dump days" that will be allowed per year. Also include in this section your Christmas tree pickup plan.

#### N. List of Recently Disposed and Pending Litigation

Provide the style and site of any current pending litigation and any litigation settled or disposed within the past three (3) years against the contractor, including its parent, sister or subsidiary companies. Also provide information concerning any arbitration or mediation of disputes in connection with solid waste collection or recycling services for the past three (3) years including the name, address and phone number of the parties involved, the nature of the dispute and the ultimate resolution through arbitration, mediation or other form of alternate dispute resolution.

#### O. History of Regulatory Compliance

Provide a list of any current pending administrative orders or violations of federal, state and local laws, rules and codes for which the contractor has been sited, punished or reprimanded, including its parent, sister or subsidiary companies. Also include any violations settled or disposed of within the past three (3) years.

#### P. List of Acceptable Recyclable Materials

Include a list of recyclable materials that will be accepted for pickup.

#### Q. Insurance Certificate, Surety Letter & Power of Attorney

As required within these specifications.

# R. Executed Copies of Contractor's Warranties, and Conflict of Interest Questionnaire As provided in Appendix A, B, C.

#### S. Addendum Acknowledgments

Include acknowledgment for any addendums that have been issued regarding this RFP by the City of Nevada.

#### T. Pricing Information

Rates are to include the base rate plus the franchise and billing fees.

Include pricing for base services. Also include pricing and description of alternate services.

#### 5. Confidentiality

In accordance with state law, proposals shall be opened so as to avoid disclosure of contents to competing contractors and shall be kept secret and confidential during the process of negotiation. All proposals submitted for this RFP shall be open for public inspection after contract award. Clearly marked and identified trade secrets and confidential information contained in the proposal shall not be opened for public inspection upon mere request under the Open Records Act. Such matters will be returned to contractor, upon request, after award of the contract. If a third party challenges the trade secret or confidential nature of certain information, it will be the responsibility of the proposer to defend that challenge.

#### 6. Disqualification of Contractor

Contractors may be disqualified for any of the following reasons:

- A. Reason to believe collusion exists among the contractors.
- B. The contractor is involved in any litigation against the City of Nevada.
- C. The contractor is in arrears on an existing contract or has failed to perform on a previous contract with the City of Nevada.
- D. Lack of financial stability.

#### 7. Proposal Evaluation and Selection

The procedure for proposal evaluation and selection is as follows:

- A. Request for proposal issued.
- B. Receipt of proposals.
- C. Opening and listing of all proposals received.
- D. An evaluation committee shall evaluate each proposal in accordance with the requirements of this proposal. If further information is desired, proposers may be requested to make additional written submissions or oral presentations before the evaluation committee makes its recommendation.
- E. The evaluation committee shall recommend to the City Council acceptance of the proposal which the committee believes to be in the best interest of the City. The evaluation committee shall base its recommendation on the following criteria, weighted as follows:
  - 1) Pricing (25%).
  - 2) Ability to provide high-quality service to the City of Nevada residents and businesses, including but not limited to, evidence of the type and number of equipment, reputation, personnel, established procedures, financial condition and stability of the proposer (50%).

- 3) Prior experience in the industry, and prior service to the City of Nevada or to other municipalities in a high-quality manner (20%).
- 4) Innovative approach to fulfilling contract requirements as demonstrated in proposal (5%).

#### 8. Personal Interviews

The City may determine the necessity, on a case by case basis, of conducting personal interviews. The City is under no obligation to interview any applicant. An interview is for informational purposes and does not mean or imply any obligation on the part of the City.

#### 9. Remuneration

Contractor shall quote a rate for service per household and business per month, including Franchise fees.

Contractor shall bill the residential units, commercial and industrial services and remit applicable franchise fees to the City on a regular monthly basis.

Rate adjustments will be considered by the City of Nevada annually if requested by contractor no later than October 1st each year. The Consumer Price Index and fuel adjustment shall be used to adjust the rate.

#### 10. Ownership

Title of refuse and recyclable materials shall pass to the contractor when placed in contractor's collection vehicle, removed by contractor from a bin or container, or removed by contractor from the customer's premises, whichever last occurs.

#### 11. Types of Collection

- A. Residential collection at the premises of residential accounts held by the City of Nevada and served by the contractor, collection shall occur a minimum of once weekly. Further, contractor shall provide a copy of maps indicating the routes used in collection of waste from all residential customers. The City of Nevada has the right to reject and request modification of routes, and updates on routes of contractor.
- B. Commercial and industrial accounts contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonable. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste.
- C. Brush/Bulky wastes collection contractor shall provide a special collection service for brush/bulky wastes and/or bundles to all residential customers. Contractor agrees to collect such large objects and quantities of waste such as stoves, water tanks, washing machines, furniture, construction debris and other waste materials other than dead animals or hazardous waste. Bundle materials shall include tree, shrub and brush trimming or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, six inches in diameter, or 50 pounds in weight. If there are issues in proposing these services, please provide stipulations of service.

D. Hazardous Waste Collection- contractor shall provide their terms for a special collection service for hazardous waste materials. Proposals could include a monthly door to door service and/or an annual collection day for such materials. If available by contractor.

#### 12. Collection Operation

Collection of solid waste shall begin no earlier than 7:00 AM and shall generally not extend beyond 7:00 PM. No collection shall be made on Sunday unless proper notification is received by the city secretary.

Hours of disposal by contractor shall be within the operating hours of the disposal site.

Routes of collection shall be established by the contractor as approved by the City of Nevada. The City shall be provided route collection maps and container locations.

Holidays shall be the following for purposes of this contract:

New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day

When a holiday falls on a week day (Monday through Friday), contractor will delay all routes one day from the day of the holiday until the end of the week, completing all routes on Saturday of that week. If schedule would be altered, please provide specifics in your bid.

#### 13. Complaints

At a minimum, customer complaint procedures shall provide that the customer complaint will be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. Any missed pickups of residential refuse will be collected the same business day if notification to the contractor is provided by 2:00 PM but not later than 12:00 PM the next business day if notification is provided after 2:00 PM.

#### 12. Disposal

The contractor shall deliver solid waste collected to a licensed sanitary landfill operated in compliance with rules stipulated by the TCEQ and/or the EPA.

#### 13. Spillage

The contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by acts of its employees, but shall report the location of such conditions to the City so that proper notice can be given to the customer at the premises to properly contain refuse. The Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, contractor shall then be entitled to an extra charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, the City shall require the commercial customer and contractor

to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the contractor shall be compensated for such additional services.

#### 14. Vicious Animals

Employees of the contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

#### 15. Protection From Scattering

Each vehicle shall be equipped with a cover to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

#### **PROPOSAL**

The proposal amount is for a rate of:

**Automated Solid Waste Collection** 

BASE SERVICE RESIDENTIAL curbside collect all service (garbage, bulky waste, and brush)

### Basic Service: (1) 96-gallon polycart collected weekly + 2 cubic yards of bulk collected twice a month on the regular collection day Expanded Service: (2) 96-gallon polycarts collected weekly + 2 cubic yards of bulk collected twice a month on the regular collection day. Cost for Additional Solid Waste Polycart Senior Citizen Discount (62 years or greater) ALTERNATE SERVICES RESIDENTIAL A. Recyclable Materials Collection and Processing Optional Per unit per month Once a week collection, 96 gallon polycart B. Recyclable Materials Collection and Processing Per unit per month Once a week collection, 96 gallon polycart C. Additional price for twice monthly bulky waste and brush pickup for residential customers, or list if included in base rate. D. Additional price to provide up to 5 cubic yards of loose brush not required to be cut in 4 feet

	lengths nor tied and bundled on one monthly pickup bulky waste and brush pickups
	<b>\$</b>
E.	Provide two times a year special brush pickup up to 15 cubic yards that does not have to be cut in 4 feet lengths, nor tied and bundled
	\$
F.	Temporary residential roll-off containers or other similar service
	<b>\$</b>

#### **OPTIONAL SERVICES RESIDENTIAL**

For each optional service, contractor shall provide the additional cost per household, per month, as applicable. Contractor shall include in submittal the details of the proposed services. Pricing and descriptions of alternate offerings for optional services shall be included in submittal.

#### A. Drop-off

- 1. Solid waste access to a landfill, transfer station, etc. \$ attach proposal
- 2. Recyclables access to a drop-off site

\$ attach proposal

#### **B. Household Hazardous Waste**

1. City paid events

Contractor to propose a program similar to an annual events serving the residents and provide cost estimates \$\frac{\text{attach proposal}}{\text{cost}}\$

2. Contractor paid events

Contractor to propose a program as in B.1. For which the contractor pays all costs

\$ attach proposal

3. On-demand service

Contractor to propose a program where residents call in for household hazardous waste to be picked up at the house \$\frac{\text{attach proposal}}{\text{choose}}\$

#### C. Residential Green Waste

Contractor to propose a green waste program that includes collection and recycling of yard waste, separate from bulky waste collection. Include proposed collection schedule \$ attach proposal

Estimate of City of Nevada services to be provided at no charge:

Location Description	Address	Size	# Lifts	Price
City of Nevada	424 E. FM 6 Nevada	96 Gallons of trash	1/wk.	
		1 recycle Bin	1/wk	

#### APPENDIX A

#### PROPOSER GUARANTEES

State o	te of inty of	
	-	sworn disposed and says that:
	<ol> <li>He/She is the (owner, partner, officer, representathe the proposer that has submitted the attached proposer.</li> </ol>	
2. I	<ol> <li>He/She is fully informed respecting the preparation the pertinent circumstances respecting such properties.</li> </ol>	on and contents of the attached proposal and a
3. \$	3. Such proposal is genuine and is not a collusive or	sham proposal;
6 0 5 7 6 6	4. Neither said proposer nor any of its officer employees or parties in interest, including the affia or agreed, directly or indirectly with any other or sham proposal in connection with such Contra sought by agreement, collusion, communication person to fix the price or prices in the attached element of the proposal price or the proposal pri any collusion, conspiracy, connivance or unlawful of any person interested in the proposed contract proposals are fair and proper.	int, has in any way clouded, conspired, connived proposer, firm or person to submit a collusive act, or has in any manner, directly or indirectly or conference with any other proposer, firm o proposal or to fix any overhead, profit or cashice of any other proposer or to secure through I agreement any advantage against the Owne
	5. All responsible parties will comply with Chapter Conflict of Interest Questionnaire (CIQ).	176 Local Government Code and complete the
	SI	GNATURE
	PF	RINTED NAME
Subscri	scribed and sworn to before me thisday of	, 20
NOTARY	ARY PUBLIC IN AND FOR	
My com	County, ommission expires:	

#### **APPENDIX B**

#### PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of Texas laws with respect to foreign (non-state of Texas) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Nevada.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official:	
Name (typed):	<del></del>
Title:	
Firm:	
Date:	

#### **APPENDIX C**

## CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity This questionnaire reflects changes made to the law by H.B. 1491, 80<sup>th</sup> Leg., Regular Session.

OFFICE USE ONLY

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

Date Received:

By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

Check here if you are filing an update to a previously filed questionnaire.

(the law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate)

	Name lationshi		local	government	officer	with	whom	filer	has	employmen	t or	business
				-		Nam	e of Off	icer		·		
wł 17	nom the	file: -1),	has	including sub an employm Governmen	ent or o	other	busines	s rela	ations	hip as defin	ed b	y Section
				rnment officer nvestment inco Yes				ne qu			ecei	ve taxable
in۱	B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?											
			8-	Yes			No					
res	spect to	whic	ch the	s questionnair e local gover percent or r Yes	nment			s as				
	Descri med in t			employment on.	or busin	ess r	elations	hip w	rith th	e local gove	ernme	ent officer
4.	8											
		Sign	ature o	f person doing bu	usiness w	ith the o	governme	ntal en	tity		Date	

# AGENDA ITEM #14

424 E. FM 6 Nevada, TX 75173 | (972) 853-0027 | cityofnevadatx.org

January 31, 2024

Subject: Termination of Services Agreement with CARDS Recycling & Waste Management

Dear CARDS Recycling & Waste Management,

I am writing to inform you that the City of Nevada, TX, has decided to terminate the Services Agreement with your company, effective 90 days from the date of this letter, due to numerous complaints from citizens about unsatisfactory services. Despite multiple attempts to address these issues, the desired improvements have not been achieved.

As of April 30, 2024, the City will no longer require your services. We expect CARDS Recycling & Waste Management to fulfill contractual obligations during this notice period for a smooth transition of services to the new provider.

Your cooperation in facilitating the transition process, including providing necessary documentation and support, is appreciated. For any questions or concerns, please contact Morgan Kowaleski at (469) 788-7610 or citysecretary@cityofnevadatx.org.

Thank you for your understanding and cooperation.

Sincerely,

Morgan Kowaleski City Secretary City of Nevada, TX

# AGENDA ITEM #15

#### WOPAC Const. Inc.

### **Estimate**

P.O. Box 819

Prosper, TX 75078 972-562-8316

adamleachwopac@aol.com

wopacconst.com

Estimate No: Date:

2530

1/11/2024



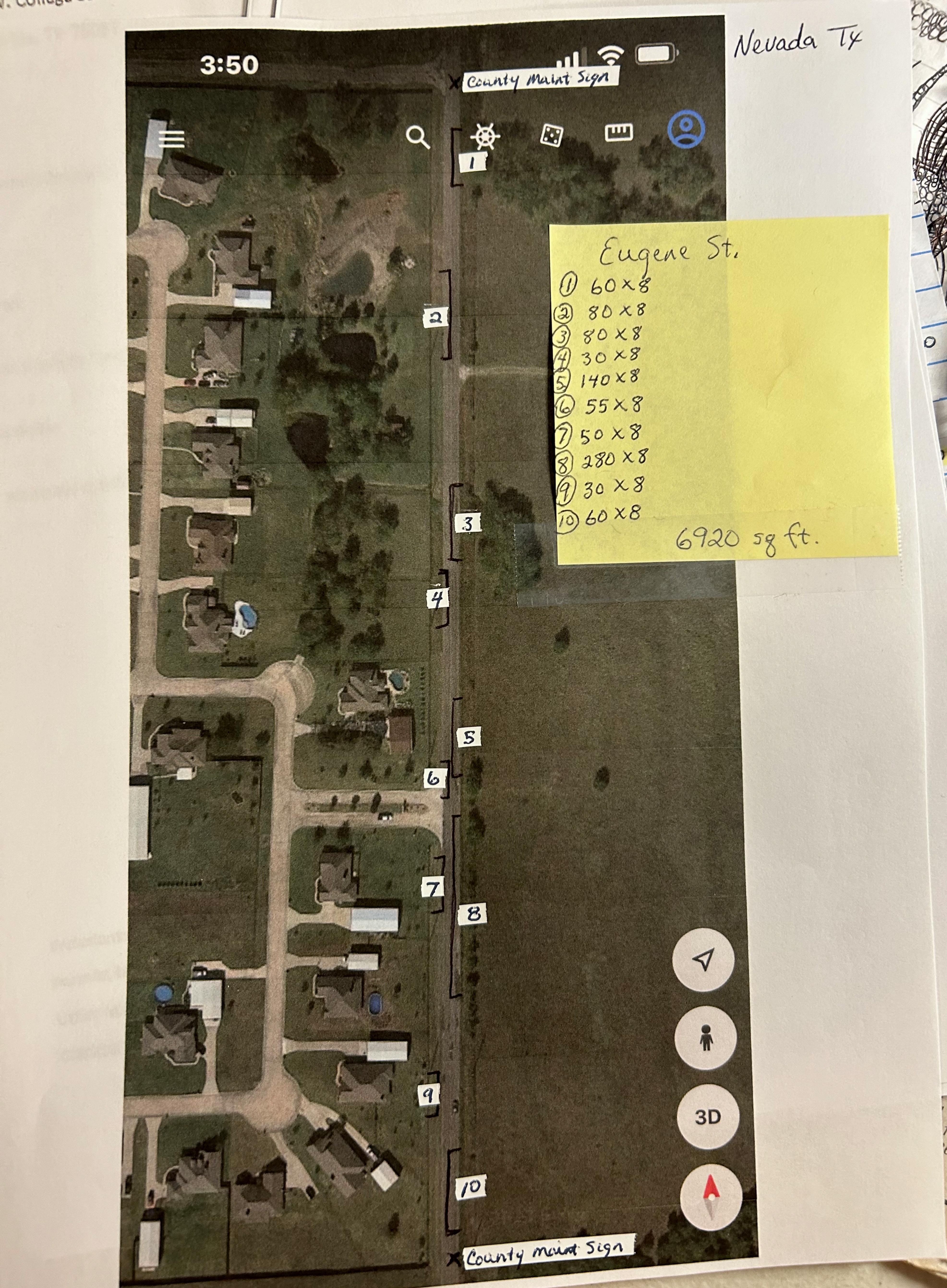
Quote To:

City of Nevada 424 E. FM 6 Nevada, TX 75173

WOPAC Construction Inc. hereinafter called the company, offers to furnish all labor, materials and equipment required for the performance of the following described work.

#### Job and Location: Asphalt Level ups on Eugene St.

Item	Description	Quantity	Unit	Rate	Amount
1	Clean, tack and install asphalt level ups in low areas for smooth transistion. See attached map for locations and measurements.	6920	Sf	\$5.44	\$37,644.80



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