



**TOWN OF SUNNYVALE  
TOWN COUNCIL MEETING**

**OCTOBER 10, 2011  
7:00 PM**



**AGENDA  
TOWN OF SUNNYVALE  
SUNNYVALE TOWN COUNCIL  
REGULAR MEETING  
OCTOBER 10, 2011  
7:00 P.M.**

THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS WILL CONDUCT A REGULAR MEETING ON OCTOBER 10, 2011 AT 7:00 P.M. IN THE COUNCIL CHAMBERS OF THE SUNNYVALE TOWN HALL LOCATED AT 127 N. COLLINS ROAD, SUNNYVALE, TEXAS UNDER V.T.C.A., GOVERNMENT CODE SECTIONS 551.0411. ITEMS TO BE DISCUSSED:

- **CALL TOWN COUNCIL MEETING TO ORDER**
- **INVOCATION**
- **PLEDGE OF ALLEGIANCE**

**1. CONSENT AGENDA**

(ALL ITEMS ON THE CONSENT AGENDA ARE ROUTINE ITEMS AND MAY BE APPROVED WITH ONE MOTION; SHOULD ANY MEMBER OF THE TOWN COUNCIL OR ANY INDIVIDUAL WISH TO DISCUSS ANY ITEM, SAID ITEM MAY BE REMOVED FROM THE CONSENT AGENDA BY MOTION OF THE TOWN COUNCIL)

- A. APPROVAL OF MINUTES - REGULAR MEETING 09-26-11**
- B. RESOLUTION 11-18 - DALLAS COUNTY FOOD CONTRACT**
- C. RESOLUTION 11-19 - DALLAS COUNTY HEALTH CONTRACT**
- D. RESOLUTION 11-20 - DALLAS COUNTY HAZARDOUS WASTE CONTRACT**

• **PUBLIC FORUM**

(CITIZENS MAY SPEAK ON ANY MATTER OTHER THAN PERSONNEL MATTERS OR MATTERS UNDER LITIGATION. NO TOWN COUNCIL ACTIONS OR DISCUSSION WILL BE TAKEN UNTIL SUCH MATTER IS PLACED ON THE AGENDA AND POSTED IN ACCORDANCE WITH LAW.)

**2. PROCLAMATION DECLARING OCTOBER 16-22 AS FRIENDS OF LIBRARIES WEEK**

• **DISCUSSION/ACTION ITEM**

- 3. PRESENTATION ON BACKFLOW PREVENTION PROGRAM**
- 4. NOMINATION FOR MEMBER OF BOARD OF DIRECTORS FOR DCAD**

**5. RESOLUTION 11-21 - REPUBLIC SERVICES DISPOSAL SOLID WASTE CONTRACT**

**6. DISCUSSION AND CALENDARING SESSION REGARDING SH190 ADVISORY COMMITTEE AND HOME RULE CHARTER COMMITTEE**

- **COUNCIL REPORTS AND REQUESTS**
- **MAYOR REPORTS AND REQUESTS**
- **ADJOURN**

*ALL LOCATIONS IDENTIFIED ARE IN THE TOWN OF SUNNYVALE UNLESS OTHERWISE INDICATED. FOR A DETAILED PROPERTY DESCRIPTION, PLEASE CONTACT THE BUILDING OFFICIAL AT TOWN HALL. ALL ITEMS ON THE AGENDA ARE FOR POSSIBLE DISCUSSION AND ACTION. PLEASE TURN OFF ALL TELEPHONES AND HANDHELD COMMUNICATION DEVICES WHILE IN ATTENDANCE AT THIS MEETING.*

*THE SUNNYVALE TOWN COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED ABOVE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATION ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), AND 551.086 (ECONOMIC DEVELOPMENT).*

*THE TOWN OF SUNNYVALE IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA). REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED TO THOSE WHO PROVIDE NOTICE TO THE DIRECTOR OF COMMUNITY SERVICES AT 972-226-7177 AT LEAST 48 HOURS PRIOR TO THE MEETING.*

**I HEREBY CERTIFY THAT THE FOREGOING NOTICE WAS POSTED ON THIS THE 7TH DAY OF OCTOBER 2011 IN THE FOLLOWING LOCATIONS:**

**TOWN HALL AT 127 N. COLLINS ROAD                      SUNNYVALE ISD 417 E. TRIPP ROAD  
SUNNYVALE LIBRARY AT 402 TOWER PLACE**

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**KATHRYN DEWEY, TOWN SECRETARY**



## AGENDA ITEM SUMMARY

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TO: Town Council

FROM: Scott Campbell, Town Manager SC

RE: **ITEM 1:** Consent Items: Minutes

DATE: October 5, 2011

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Consent Items include consideration of the following:

Item A: Minutes of 9/26/11

Item B: Resolution # 11-18: Interlocal Agreement with Dallas County for Food Establishment Inspections: This is simply a renewal of our existing contract for health inspection services. There are no increases in fees, and these costs are included in the base budget. Sections 3-5 of the agreement break down the services provided and associated fees.

Item C: Resolution # 11-19: Interlocal Agreement with Dallas County for Health Immunizations: This is also a renewal of our existing contract with Dallas County. This interlocal allows Sunnyvale citizens to utilize the services of the County's Health and Human Services Department. Sections 2 and 3 indicate the services provided and associated fees. There are no increases in the fees, and these costs are included in the base budget.

Item D: Resolution # 11-20: Extending the Interlocal Agreement with Dallas County for Hazardous Waste Collection: This is a renewal of an agreement with Dallas County that allow Sunnyvale residents to utilize the County's collection center for hazardous waste. The not to exceed annual cost of \$4,000 is included in the Community Services base budget.



**MINUTES  
TOWN OF SUNNYVALE  
SUNNYVALE TOWN COUNCIL  
REGULAR MEETING  
SEPTEMBER 26, 2011  
7:00 P.M.**

THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS CONDUCTED A REGULAR MEETING ON SEPTEMBER 26, 2011 AT 7:00 P.M. IN THE COUNCIL CHAMBERS OF THE SUNNYVALE TOWN HALL LOCATED AT 127 N. COLLINS ROAD, SUNNYVALE, TEXAS UNDER V.T.C.A., GOVERNMENT CODE SECTIONS 551.0411. THOSE PRESENT WERE:

MAYOR  
MAYOR PRO-TEM  
COUNCILMEMBER  
COUNCILMEMBER  
COUNCILMEMBER  
COUNCILMEMBER

JIM PHAUP  
KAREN HILL  
PAULA YATES  
SAJI GEORGE  
RONNIE HENDERSON, JR  
PAT WILEY

• **CALL TOWN COUNCIL MEETING TO ORDER**

Mayor Phaup called the meeting to order at 7:05 p.m.

• **INVOCATION**

Mayor Pro-Tem Hill gave the invocation.

• **PLEDGE OF ALLEGIANCE**

Mayor Phaup led the pledge of allegiance.

**1. CONSENT AGENDA**

(ALL ITEMS ON THE CONSENT AGENDA ARE ROUTINE ITEMS AND MAY BE APPROVED WITH ONE MOTION; SHOULD ANY MEMBER OF THE TOWN COUNCIL OR ANY INDIVIDUAL WISH TO DISCUSS ANY ITEM, SAID ITEM MAY BE REMOVED FROM THE CONSENT AGENDA BY MOTION OF THE TOWN COUNCIL)

**A. APPROVAL OF MINUTES - SPECIAL MEETING 09-12-11**

**B. APPROVAL OF MINUTES - REGULAR MEETING 09-12-11**

Motion was made by Councilmember Yates to approve the consent agenda as presented. Motion seconded by Councilmember Wiley. Motion carried unanimously.

• **PUBLIC FORUM**

(CITIZENS MAY SPEAK ON ANY MATTER OTHER THAN PERSONNEL MATTERS OR MATTERS UNDER LITIGATION. NO TOWN COUNCIL ACTIONS OR DISCUSSION WILL BE TAKEN UNTIL SUCH MATTER IS PLACED ON THE AGENDA AND POSTED IN ACCORDANCE WITH LAW.)

Public Comments:

- 1) **Deborah Franklin**, 629 Pecan Creek Dr, verified that comments would be taken on #10 scheduled for later in the meeting.

There were no other public comments.

• **PUBLIC HEARING**

OPEN OR CONTINUE PUBLIC HEARING, CONSIDER TESTIMONY AND OTHER INFORMATION PROVIDED, CLOSE PUBLIC HEARING, AND TAKE NECESSARY ACTION WITH RESPECT TO THE FOLLOWING:

**2. APPLICATION FOR SITE PLAN**

APPLICANT: PAT WILEY  
AT OR ABOUT: 100 CLAY RD  
REQUEST: COMMERCIAL BUILDING

Steve Gilbert, Building Official, advised that a site plan application previously approved October 8, 2007, was being presented for re-approval since it had not been built due to economic constraints. The applicant had not changed from the original approval.

Councilmember Wiley excused himself from the bench.

Pat Wiley was present to answer any questions on the project.

Mayor Phaup advised the audience that Mr. Wiley had signed an affidavit of disclosure on the subject property prior to the meeting.

Mayor Phaup opened the public hearing. There were no public comments. Mayor Phaup closed the public hearing.

Motion was made by Councilmember Henderson to approve the site plan for Pat Wiley at or about 100 Clay Rd for a commercial building subject to approval of the variances as stated in the staff letter from Steve Gilbert dated 9/26/11. Motion seconded by Councilmember George. Motion carried 4/0.

**3. APPLICATION FOR SITE PLAN**

APPLICANT: SUNNYVALE ISD  
AT OR ABOUT: 200 BLOCK OF N. COLLINS RD  
REQUEST: SUNNYVALE ELEMENTARY

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Steve Gilbert stated that an application had been received from the Sunnyvale ISD for a site plan for the Sunnyvale Elementary School. The project had been approved by the Planning and Zoning Commission on September 20, 2011. Variances were requested to add a 15 ft landscape buffer line along proposed Hounsel Dr. and to add a 10 ft buffer line along east boundary line.

Seth Kelly, on behalf of Sunnyvale ISD, was present to answer any questions.

Mayor Phaup opened the public hearing. There were no public comments. Mayor Phaup closed the public hearing.

Motion was made by Councilmember Hill to approve the application for site plan for Sunnyvale ISD at or about the 200 block of N. Collins Rd. for the Sunnyvale Elementary School. Motion seconded by Councilmember Henderson. Motion carried 5/0.

#### **4. APPLICATION FOR FINAL PLAT**

APPLICANT: RANKIN EGWU

AT OR ABOUT: 3635 N. BELTLINE RD

REQUEST: CROSSROADS AT SUNNYVALE

Steve Gilbert said an application for final plat had been received for the Crossroads at Sunnyvale. All items had been completed and staff recommended approval.

Rankin Egwu was present to answer any questions.

Mayor Phaup opened the public hearing. There were no public comments. Mayor Phaup closed the public hearing.

Motion was made by Councilmember Hill to approve the final plan for Rankin Egwu at or about 3635 N. Beltline Rd for the Crossroads at Sunnyvale. Motion seconded by Councilmember Henderson. Motion carried 5/0.

#### **• DISCUSSION/ACTION ITEM**

**5. ORDINANCE NO. 541, AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE TOWN OF SUNNYVALE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012; AND ADOPTING THE ANNUAL BUDGET OF THE TOWN OF SUNNYVALE FOR THE 2011-2012 FISCAL YEAR.**

Mayor Phaup read Item #5 into the record.

Scott Campbell, Town Manager, presented slides of fund summaries for each of the proposed budgets. Discussion followed regarding payroll tax requirements.

Mayor Phaup opened the floor for public hearing.

Public Comments:

- 1) **Cindy Bornowski**, 106 Big Bend Circle, asked for further consideration on the library budget. She asked for approval of one additional staff member and computer software.
- 2) **Jim Wade**, 299 E. Tripp Rd, spoke regarding employee compensation, lower tax revenues, road improvements, water rates and water pressure.

There were no other public comments. Mayor Phaup closed the floor for public comments.

Motion was made by Councilmember Yates to approve Ordinance #541 as presented. Motion seconded by Councilmember Hill. Motion carried 5/0.

**6. ORDINANCE NO. 542, AN ORDINANCE BY THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS PROVIDING FOR THE LEVYING OF PROPERTY TAXES FOR TAX YEAR 2011; AND ENACTING PROVISIONS RELATING TO THE SUBJECT AND PURPOSE OF THIS ORDINANCE.**

Mayor Phaup explained Ordinance #542 stating the tax rate would remain the same as the 2010 tax rate. Mayor Phaup opened the floor for public comments. There were no public comments. Mayor Phaup closed the floor for public comments.

Motion was made by Councilmember Hill to approve Ordinance #542 as presented. Motion seconded by Councilmember Henderson. Motion carried 5/0.

**7. ORDINANCE NO. 543, AN ORDINANCE OF THE TOWN OF SUNNYVALE, TEXAS, AMENDING THE CODE OF ORDINANCES APPENDICES ARTICLE 8.000, UTILITY RELATED FEES, TO AMEND SECTION 8.100 NUMBER (1) RATES, TO INCREASE WATER RATES AND PROVIDING AN EFFECTIVE DATE.**

Mayor Phaup explained Ordinance #543, updating those present on plans at Marazzi Tile.

Mayor Phaup opened the floor for public comments. There were no public comments. Mayor Phaup closed the floor for public comments.

Motion was made by Councilmember Wiley to approve Ordinance #543 as presented. Motion seconded by Councilmember Henderson. Motion carried 5/0.

**8. ORDINANCE NO. 544, AN ORDINANCE OF THE TOWN OF SUNNYVALE, TEXAS AMENDING THE CODE OF ORDINANCE WITH RESPECT TO CHAPTER 8 OFFENSES AND NUISANCES BY ADDING ARTICLE 8.800 YARD/GARAGE SALES. PROVIDING FOR ISSUANCE OF PERMIT AND PERMIT FEE, PROVIDING A SEVERABILITY CLAUSE; ESTABLISHING A PENALTY FOR VIOLATION; ESTABLISHING AN EFFECTIVE DATE**

Mayor Phaup read item #8 into the record. As requested at the last council meeting, staff had prepared an ordinance for consideration.

Mayor Phaup opened the floor for public comments.

Public Comments:

- 1) **Sylvia Tello**, 101 Sunview, explained why she has been having continuous garage sales on the corner of Sunview and Beltline Rd. She stated the sales were not a business, but she had a lot of things to sell due to downsizing her home after a move from Mississippi. She asked for consideration of allowing her to continue with garage sales.
- 2) **Debbie Geis**, 112 Sunview, stated there was a huge traffic issue when garage sales are held at 101 Sunview.

There were no other public comments. Mayor Phaup closed the floor for public comments.

Motion was made by Councilmember Henderson as presented with the changes as presented in Section 3 changing Item 3 to 20 business days and Item 4 to delete the word residential. Motion seconded by Councilmember Hill. Motion carried 5/0.

**9. PRESENTATION/DISCUSSION - SOLID WASTE CONTRACT**

Scott Campbell advised that a citizen survey was being designed regarding solid waste and recycling services. He stated the current solid waste vendor had proposed a renewal of their contract at a rate of \$9.18 with the option to add recycling services if there the citizen survey showed interest.

John Covington, representing Republic Services, explained contract amounts.

Decision was made to request a contract for the next town council meeting.

**10. CONSIDERATION OF ORDINANCE NO. 545, AN ORDINANCE OF THE TOWN OF SUNNYVALE, TEXAS, CALLING A JOINT PUBLIC HEARING OF THE TOWN PLANNING AND ZONING COMMISSION AND TOWN COUNCIL TO CONSIDER THE APPLICATION OF DOUGLAS PROPERTIES/DEVELOPMENT INC. FOR REZONING OF CERTAIN PORTIONS OF TRACT FIVE OF THE PLANNED RESIDENTIAL OVERLAY DISTRICT KNOWN AS STONEY CREEK AS DEFINED IN ORDINANCE NO. 463 FROM SINGLE FAMILY RESIDENTIAL (SF-2) TO ATTACHED HOUSING (AH) AND INCORPORATING A RELATED CONCEPT PLAN, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

Mayor Phaup read item #10 into the record. He clarified the request was for calling a joint public hearing between the Town Council and Planning and Zoning Commission. Mayor Phaup advised that Mr. Douglas had not applied for any type of attached housing.

Scott Campbell stated that Douglas Properties had submitted a rezoning application to amend the Stoney Creek PRO. He explained the term "attached housing" referred only to the zoning classification and not to the request submitted.

Mayor Phaup opened the floor for public comments.

Public Comments:

- 1) **Michelle Cole**, 205 Robin Ridge, spoke opposed to small lots in Stoney Creek
- 2) **Deborah Franklin**, 629 Pecan Creek Dr, stated she was in favor of a “genuine” senior citizen community. She gave information she had gathered on senior citizen communities in the metroplex area.
- 3) **Allyn Giacomazzi**, asked what the impact to the amenities would be with the additional homes. He reminded the council that previously an agreement from Mr. Douglas was to pay \$1,000 per house and wondered if the new homes would be included in the amenities.
- 4) **Teddy Jones**, 116 N. Paschall, spoke opposed to a joint meeting of the Planning and Zoning Commission with the Town Council. Mr. Jones spoke opposed to the project.
- 5) **John Pease**, 212 Robin Ridge, reminded the council they were charged with the protection of the citizens and not the developer, Douglas Properties.
- 6) **Jim Wade**, 299 E. Tripp Rd, described the application from Jim Douglas. He stated it appeared amenities were being decreased in the project. He spoke opposed to increasing density while taking away amenities.

There were no other public comments. Mayor Phaup closed the floor for public comments.

Decision was made to hold a public hearing workshop with no formal action to be taken on Monday, October 24, 2011.

Motion was made by Councilmember Hill to approve Ordinance #545 to change the meeting date from October 24, 2011 to be November 14, 2011. Motion seconded by Councilmember Henderson. Motion carried 4/1 with Councilmember Yates voting opposed.

• **COUNCIL REPORTS AND REQUESTS**

Councilmember Henderson asked for an update on street lighting and progress on Clay Rd, Collins Rd and Planters Rd.

• **MAYOR REPORTS AND REQUESTS**

Ground breaking for the new Elementary School was scheduled for Tuesday, September 27, 2011.

Mayor Phaup said stage 3 water restrictions would limit residential system watering to once every 2 weeks, but confirmation was being made by Johnny Meeks, Director of Utilities. Mayor Phaup advised he would like to schedule a town hall meeting during the month of October.

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• **ADJOURN**

Mayor Phaup adjourned the meeting at 9:45 p.m.

*The undersigned presiding officer certifies that this is a true and correct record of the proceedings.*

\_\_\_\_\_  
Mayor Jim Phaup

ATTEST:

\_\_\_\_\_  
Kathryn Dewey, Town Secretary

A TAPE RECORDING OF THIS MEETING IS ON FILE AT TOWN HALL. THESE MINUTES ARE CONDENSED THEREFROM

**RESOLUTION NO. 11-18**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE APPROVING THE ENTERING INTO OF AN AGREEMENT WITH DALLAS COUNTY ON BEHALF OF DALLAS COUNTY HEALTH AND HUMAN SERVICES CONCERNING THE PROVISION OF CERTAIN FOOD ESTABLISHMENT INSPECTION AND ENVIRONMENTAL HEALTH SERVICES TO THE TOWN OF SUNNYVALE**

**WHEREAS**, Dallas County on behalf of the Dallas County Health and Human Services has offered to provide certain food establishment inspections and environmental health services to the Town of Sunnyvale for fiscal year 2011/2012 in accordance with the agreement attached to this resolution and which has been reviewed by the Sunnyvale Town Council, (the "Agreement").

**WHEREAS**, the entering into of such Agreement and the utilization of the features in accordance therewith will promote the health, safety and general welfare of Sunnyvale citizens.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Sunnyvale, Texas as follows:

**RESOLVED** that the Agreement and all assurances and obligations contained therein are hereby approved in all respects;

**RESOLVED** further that the proposed Agreement is hereby authorized and approved and the Mayor of Sunnyvale is hereby authorized, empowered and directed to execute the Agreement for and on behalf of and in the name of the Town of Sunnyvale with such ministerial changes in the terms and provisions thereof as said Mayor shall in his sole discretion deem necessary and in the best interest of the Town of Sunnyvale, his signature being conclusive evidence that he did so deem any such changes to be necessary or desirable and in the best interest of the Town of Sunnyvale.

**RESOLVED** further that Kathryn Dewey, the Town Secretary of the Town of Sunnyvale, is hereby authorized, empowered and directed to certify and attest any documents which she may deem necessary or appropriate to consummate the transaction contemplated by the Agreement; and

**RESOLVED** further that this Resolution shall be effective when adopted;  
And it is so resolved;  
Passed and approved this the 10th day of October, 2011.

**TOWN OF SUNNYVALE**

By: \_\_\_\_\_  
Jim Phaup, Mayor

ATTEST:

\_\_\_\_\_  
Kathryn Dewey, Town Secretary

**RESOLUTION NO. 11-19**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE APPROVING THE ENTERING INTO OF A HEALTH SERVICES CONTRACT WITH THE DALLAS COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, CONCERNING THE TOWN OF SUNNYVALE'S PARTICIPATION WITH THE COUNTY OF DALLAS IN ESTABLISHING COORDINATED HEALTH SERVICES FOR THE TOWN, OPERATING CERTAIN HEALTH SERVICES FOR THE RESIDENTS OF THE TOWN, TO PROMOTE THE EFFECTIVENESS OF LOCAL PUBLIC HEALTH PROGRAMS, TO PARTICIPATE IN PROVIDING PUBLIC HEALTH SERVICES FOR THE RESIDENTS OF THE TOWN, AND TO FURTHER THE PUBLIC PURPOSE AND BENEFIT THE CITIZENS OF THE COUNTY AS A WHOLE.**

WHEREAS , the Town of Sunnyvale and the Dallas County Department of Health and Human Services are desirous of entering into that certain Agreement Between Dallas County, on behalf of Dallas County Health and Human Services, and the Town of Sunnyvale, Texas (attached hereto as Exhibit "A"), which provides for the Town of Sunnyvale (1) to participate with the County in establishing coordinated health services for the Town and Dallas County, (2) to allow the County to operate certain health services for the residents of the Town in order to promote the effectiveness of local public health programs, (3) to allow cities located within Dallas County to participate in providing public health services for their residents, and (4) to further the public purpose and benefit the citizens of the County as a whole (the "Agreement").

WHEREAS, the entering into of such Agreement and the utilization of the features in accordance therewith will promote the health, safety and general welfare of Sunnyvale citizens.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Sunnyvale, Texas as follows:

RESOLVED that the Agreement and all assurances and obligations contained therein is hereby approved in all respects;

RESOLVED further that the proposed Agreement is hereby authorized and approved and the Mayor of Sunnyvale is hereby authorized, empowered and directed to execute the Agreement for and on behalf of and in the name of the Town of Sunnyvale with such ministerial changes in the terms and provisions thereof as said Mayor shall in his sole discretion deem necessary and in the best interest of the Town of Sunnyvale, his signature being conclusive evidence that he did so deem any such changes to be necessary or desirable and in the best interest of the Town of Sunnyvale.

RESOLVED further that Kathryn Dewey, the Town Secretary of the Town of Sunnyvale, is hereby authorized, empowered and directed to certify and attest any documents which she may deem necessary or appropriate to consummate the transaction contemplated by the Agreement; and

RESOLVED further that this Resolution shall be effective when adopted;

And it is so resolved;

Passed and approved this the 10th day of October, 2011.

**TOWN OF SUNNYVALE**

ATTEST:

\_\_\_\_\_  
Jim Phaup, Mayor

\_\_\_\_\_  
Kathryn Dewey, Town Secretary

**RESOLUTION NO 11-20**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE APPROVING THE ENTERING INTO OF AN AGREEMENT TO JOIN THE HOUSEHOLD HAZARDOUS WASTE NETWORK (HHW NETWORK) TO PROVIDE TO THE CITIZENS OF THE TOWN OF SUNNYVALE A HAZARDOUS WASTE COLLECTION PROGRAM FROM OCTOBER 1, 2011 – SEPTEMBER 30, 2012.**

WHEREAS, the Town of Sunnyvale, Texas (the "Town") and the County of Dallas, Texas (the "County") wish to enter into an agreement (the "Agreement") to join the Household Hazardous Waste Network (the "HHW Network") to coordinate the planning and implementation of a hazardous waste collection program from October 1, 2011, through September 30, 2012, with options to renew for four additional one-year terms; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into contracts with other local governments and state agencies; and

WHEREAS, the Dallas County Commissioners Court adopted Court Order Number 94-751 establishing the HHW Network to coordinate the planning and implementation of a HHW collection program; and

WHEREAS, the HHW Network has successfully served the residents of the participating cities since its inception in 1994 and is prepared to continue its services;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Sunnyvale, Texas as follows:

RESOLVED that the Agreement and all assurances and obligations contained therein is hereby approved in all respects;

RESOLVED further that the proposed Agreement is hereby authorized and approved and the Mayor of Sunnyvale is hereby authorized, empowered and directed to execute the Agreement for and on behalf of and in the name of the Town of Sunnyvale with such ministerial changes in the terms and provisions thereof as said Mayor shall in his sole discretion deem necessary and in the best interest of the Town of Sunnyvale, his signature being conclusive evidence that he did so deem any such changes to be necessary or desirable and in the best interest of the Town of Sunnyvale.

RESOLVED further that Kathryn Dewey, the Town Secretary of the Town of Sunnyvale, is hereby authorized, empowered and directed to certify and attest any documents which she may deem necessary or appropriate to consummate the transaction contemplated by the Agreement; and

RESOLVED further that this Resolution shall be effective when adopted;

And it is so resolved;

Passed and approved this the 10th day of October 2011.

**TOWN OF SUNNYVALE**

ATTEST:

\_\_\_\_\_  
Jim Phaup, Mayor

\_\_\_\_\_  
Kathryn Dewey, Town Secretary



## AGENDA ITEM SUMMARY

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TO: Town Council

FROM: Scott Campbell, Town Manager *SC*

RE: **ITEM 2:** Proclamation – Friends of Libraries Week

DATE: October 5, 2011

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Please see the attached Proclamation as requested by the Friends of the Sunnyvale Public Library.

## Proclamation for National Friends of Library Week 2011

**Whereas**, Friends of the Sunnyvale Public Library raise money that enables our library to move from good to great -- providing the resources for additional programming, much needed equipment, support for children's summer reading, and special events throughout the year;

**Whereas**, the work of the Friends focuses on the fact that our library is the cornerstone of the community, providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present;

**Whereas**, the Friends understand the critical importance of well funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages, including access to print and electronic materials, along with expert assistance in research, readers' advisory, and children's services;

**Whereas**, the Friends' gift of their time and commitment to the library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community;

**Now, therefore, be it resolved that Mayor Jim Phaup** proclaims October 16-22, 2011, as Friends of Libraries week in Sunnyvale, Texas and urges everyone to join the Friends of the Library and thank them for all they do to make our library and community so much better.



## AGENDA ITEM SUMMARY

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TO: Town Council

FROM: Scott Campbell, Town Manager *SC*

RE: **ITEM 3:** Presentation – Backflow Prevention

DATE: October 5, 2011

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As discussed during our budget planning, staff has invited a private consulting firm (Hardin Associates) to present information on a back-flow prevention program. This is informational only and no action is required at this point.



## AGENDA ITEM SUMMARY

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TO: Town Council

FROM: Scott Campbell, Town Manager *SC*

RE: **ITEM 4:** Resolution 11-21: Nomination for DCAD Board of Directors

DATE: October 5, 2011

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As you can see from the attached memorandum from The Dallas Central Appraisal District, the Town reserves the right to nominate one person to serve as the fourth member of the DCAD Board of Directors. Nominations must be made by October 17, and each entity will cast a vote (by resolution) before December 15.



**Date:** September 06, 2011

**To:** Scott Campbell, City Manager, City of Sunnyvale

**From:** W. Kenneth Nolan, Executive Director/Chief Appraiser

**Re:** Election/Appointment of Members to Board of Directors  
Of the Dallas Central Appraisal District

The Property Tax Code, Section 6.03, requires that an election or appointment of members to the Board of Directors of an appraisal district be conducted in odd numbered years. The term of office for elected or appointed members is two years, beginning in even numbered years.

Pursuant to the provisions of the Property Tax Code in 1979, the agencies of Greater Dallas County elected to amend the manner in which representatives were chosen. By special provision of the Property Tax Code, it was decided that the following procedure would be adopted for the election or appointment of members.

#### Appointments

- A. The City of Dallas will be entitled to appoint one (1) member to the Board.
- B. The Dallas Independent School District will be entitled to appoint one (1) member to the Board.
- C. The Dallas County Commissioners Court may appoint one (1) member to the Board. The member appointed by the Commissioners Court may not be a resident of either the City of Dallas or the Dallas Independent School District.

#### Elections

- D. Each of the incorporated cities and towns, except the City of Dallas, shall have the right to nominate by official resolution one (1) candidate as the fourth member to the Board.  
The said cities and towns shall, from among the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, a member to the Board of Directors.
- E. Each of the Independent School Districts, except the Dallas Independent School District, shall have the right to nominate by official resolution one (1) candidate as the fifth member to the Board. The said Independent School Districts shall, from among

**the nominations received, elect by a majority vote, with each Independent School District being entitled to one (1) vote, a member to the Board of Directors.**

**The votes required for appointment of the Board of Directors as prescribed by the Texas Property Tax Code, in Subsections d and e, hereof, shall be by a majority of those authorized to vote in Subsections d and e, respectively, and not by a majority of the quorum. In accordance with the procedures described in the Property Tax Code, the schedule for election/appointment is as follows:**

**By October 17: Nominees for each entity described in Subsections d and e hereto shall be submitted to the Chief Appraiser.**

**By October 31: The Chief Appraiser shall prepare a resolution ballot for those entities described in Subsections d and e hereto and submit the ballot accordingly.**

**By December 15: Each agency entitled to vote will do so by official resolution ballot and return same to the Chief Appraiser as soon thereafter as practical.**

**By January 1: Results of the election will be affirmed.**

**The County of Dallas, the City of Dallas and the Dallas Independent School District should advise the Chief Appraiser of their appointments no later than November 15, if possible. These appointments should also be by official resolution. The term of office for each member is two years beginning on January 1, 2012.**

**At the conclusion of the process, every agency will be advised of the final appointments or election results. For the convenience of the entities, a sample resolution is included for the purpose of nominations from the suburban cities and school districts. If you have any questions about this process, please contact me or Cheryl Jordan at 214/631-0520.**

**Enclosure**

RESOLUTION NO. 11-21

**A RESOLUTION OF THE CITY OF \_\_\_\_\_ TEXAS, NOMINATING  
\_\_\_\_\_ AS A CANDIDATE TO BE A MEMBER OF THE  
BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL  
DISTRICT**

**WHEREAS**, The Chief Appraiser of the Dallas Central Appraisal District has been charged with the responsibility of conducting the election process to determine the membership of the Board of Directors of the Dallas Central Appraisal District, according to the Property Tax Code of Texas; and

**WHEREAS**, each of the incorporated cities and towns, except for City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as a member of the Board of Directors; and

**WHEREAS**, the said cities and towns shall, from among the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, a member of the Board of Directors.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY  
OF \_\_\_\_\_, TEXAS:**

THAT the Council of the City of \_\_\_\_\_, Texas does hereby nominate  
\_\_\_\_\_ as a candidate to be a member of the Board of Directors of the Dallas  
Central Appraisal District.

DULY PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

SEAL:



## AGENDA ITEM SUMMARY

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TO: Town Council

FROM: Scott Campbell, Town Manager *SC*

RE: **ITEM 5:** Resolution No. 11-22: Solid Waste Service Contract Renewal

DATE: October 5, 2011

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As discussed at the last meeting, this resolution renews and extends our current contract for solid waste collection with Republic Services for five years at the current residential and commercial rates. As discussed at the last meeting, the contractor will still be entitled to the base rate modifications as stipulated in the current contract (sec 5.02).

There is no change in services with this renewal; however, based on the last discussion, Republic will provide the Town several scenarios for added services to be included in a Town-wide survey. We will provide a draft survey to the council upon receiving the required information from our provider.

**RESOLUTION NO. 11-22**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE APPROVING THE ENTERING INTO OF AN AMENDMENT TO THE TOWN'S AGREEMENT WITH REPUBLIC SERVICES OF TEXAS, LTD. D/B/A REPUBLIC SERVICES OF DALLAS TO PROVIDE FOR COLLECTION OF COMMERCIAL AS WELL AS RESIDENTIAL SERVICE AND ESTABLISH RATES**

WHEREAS, Republic Services of Dallas has agreed to an amendment to the Town's Agreement with Duncan Disposal to provide for collection of commercial as well as residential service and establish rates and the amendment is attached to this resolution and has been reviewed by the Sunnyvale Town Council, (the "Agreement").

WHEREAS, the entering into of such Agreement and the utilization of the features in accordance therewith will promote the health, safety and general welfare of Sunnyvale citizens.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Sunnyvale, Texas as follows:

RESOLVED that the Agreement and all assurances and obligations contained therein is hereby approved in all respects;

RESOLVED further that the proposed Agreement is hereby authorized and approved and the Mayor of Sunnyvale is hereby authorized, empowered and directed to execute the Agreement for and on behalf of and in the name of the Town of Sunnyvale with such ministerial changes in the terms and provisions thereof as said Mayor shall in his sole discretion deem necessary and in the best interest of the Town of Sunnyvale, his signature being conclusive evidence that he did so deem any such changes to be necessary or desirable and in the best interest of the Town of Sunnyvale.

RESOLVED further that Kathryn Dewey, the Town Secretary of the Town of Sunnyvale, is hereby authorized, empowered and directed to certify and attest any documents which she may deem necessary or appropriate to consummate the transaction contemplated by the Agreement; and

RESOLVED further that this Resolution shall be effective when adopted;  
And it is so resolved;  
Passed and approved this the \_\_\_ day of \_\_\_\_\_, 2011, by vote of \_\_\_\_\_.

**TOWN OF SUNNYVALE**

By: \_\_\_\_\_  
Jim Phaup, Mayor

ATTEST:

\_\_\_\_\_  
Kathryn Dewey, Town Secretary

**AMENDMENT TO AND RENEWAL OF  
MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL CONTRACT**

This Amendment to and Renewal of Municipal Solid Waste Collection and Disposal Contract (the "Amendment") is entered into on October 10, 2011 between the Town of Sunnyvale, Texas, a Texas municipal corporation, situated in Dallas County, Texas, acting by and through its duly authorize Mayor (the "Town"), and Republic Services of Texas, Ltd. d/b/a Republic Services of Dallas ("Contractor").

**Recitals**

A. The Town and Contractor (which was formerly doing business as Duncan Disposal but is now doing business as Republic Services of Dallas) are parties to that certain Municipal Solid Waste Collection and Disposal Agreement dated March 11, 2002, as amended on April 8, 2002 by Resolution No. 02-04 of the Town (collectively, the "Agreement"), pursuant to which Contractor agreed to provide Residential Solid Waste, Commercial Solid Waste and Industrial Solid Waste collection and disposal services to the Town.

B. The Town and Contractor desire to enter into this Amendment to extend the term of the Agreement as more fully set forth in this Amendment.

**Agreement**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Town and Contractor agree as follows:

1. Term. The parties agree to extend the term for an additional five years, commencing on April 1, 2012 (the "Effective Date") and expiring on March 31, 2017 (the "Extended Term"). The parties agree that the term shall extend for an additional five years after the Extended Term.

2. Section 2.04. The parties agree that the time period set forth in Section 2.04 of the Agreement has expired, and that Section 2.04 shall be deleted in its entirety as of the Effective Date.

3. Insurance. The parties agree that notwithstanding anything to the contrary in Section 11 of the Agreement, may provide coverage under the statutory equivalent of workers' compensation to its employees.

4. Notices. The parties agree to amend Section 16.12 to provide that a copy of notices to Contractor shall be provided to the following instead of the address listed in Ft. Lauderdale:

General Counsel  
Republic Services, Inc.  
18500 N. Allied Way

Phoenix, AZ 85054

5. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

6. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

6. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Town and Contractor have caused this Amendment to be executed as of the date first written above.

Town of Sunnyvale, Texas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Republic Services of Texas, Ltd.

By: Republic Services of Texas GP, Inc.  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL CONTRACT  
BY AND BETWEEN THE TOWN OF SUNNYVALE, TEXAS,  
AND REPUBLIC WASTE SERVICES OF TEXAS, LTD.**

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**MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL CONTRACT  
BY AND BETWEEN THE TOWN OF SUNNYVALE, TEXAS,  
AND REPUBLIC WASTE SERVICES OF TEXAS, LTD.**

This **AGREEMENT** (the "Agreement") is made and entered into on this 11th day of March, 2002, by and between the **TOWN OF SUNNYVALE, TEXAS**, a Texas municipal corporation, situated in Dallas County, Texas, acting by and through its duly authorized Mayor (hereinafter referred to as the "Town"), and **REPUBLIC WASTE SERVICES OF TEXAS, LTD.**, a Texas limited partnership acting by and through its partners and duly authorized officers, herein doing business as **DUNCAN DISPOSAL** (hereinafter referred to as the "Contractor").

**WHEREAS**, it is necessary for the Town to promote, preserve, and protect the public health and welfare of its citizens; and

**WHEREAS**, the Town and the Contractor desire to enter into a formal agreement, under the terms of which the Contractor shall have an exclusive contract for a specified period of time for the collection, transportation, and disposal of all Residential Solid Waste, Commercial Solid Waste, and Industrial Solid Waste (as such terms are defined herein) generated or discarded in the Franchise Area (as defined herein) by the Town and by the Town's residents and businesses, and the Contractor shall have exclusive rights for a specified period of time to provide, if it agrees, the collection, transportation, and any marketing, separating, sorting, processing, or sale of any Recyclable or Recovered Materials generated or discarded in the Franchise Area if the Town determines during the Term (as defined herein) of this Agreement that it is appropriate and in the public health and welfare to commence the provision of such recycling services; and

**WHEREAS**, the Town desires to grant the Contractor exclusive rights regarding such solid waste collection and management and recycling services in the Franchise Area and an exclusive contract there under to perform collection, transportation, and disposal services regarding all Residential Solid Waste, Commercial Solid Waste, and Industrial Solid Waste generated or discarded in the Franchise Area;

**WHEREAS**, the granting of such exclusive rights and such exclusive franchise to a private corporate entity providing for such solid waste collection and management and recycling services for a fixed period of years is a valid corporate and governmental function of the Town; and

**WHEREAS**, the Town and the Contractor have agreed to the conditions, terms, rates, provisions, and considerations under which the Contractor shall perform such solid waste collection and management services; and

**WHEREAS**, the Town agrees for the consideration hereinafter stated, to bill and collect the fees for certain services that the Contractor performs relating to the collection, transportation, and resource recovery and/or disposal of Residential Solid Waste that the Contractor collects from Residential Units (as defined herein) located in the Franchise Area, and to perform all other obligations contained herein that are applicable to the Town;

**WHEREAS**, the Contractor agrees to perform all obligations contained herein that are applicable to the Contractor;

**NOW, THEREFORE**, upon the terms and conditions below, the Town and the Contractor hereby agree as follows:

1.  
**SCOPE OF WORK**

The work under this Agreement shall consist of the work and services to be performed in the collection, transportation, and resource recovery and/or disposal of all Residential Solid Waste, Commercial Solid Waste, and Industrial Solid Waste generated or discarded in the Franchise Area, and, if the Town so authorizes and the Contractor so agrees, the collection, transportation, and any marketing, separating, sorting, processing, or sale of certain Recyclable or Recovered Materials generated or discarded in the Franchise Area, including all the supervision, materials, equipment, labor, and all other items necessary to complete said work and services in accordance with the terms of this Agreement; except that the work to be performed under this Agreement shall not include the collection, transportation, and resource recovery and/or disposal of Hazardous Waste (unless later agreed to by the parties pursuant to Section 2.03), Dead Animals, and Stable Matter (as such terms are defined herein), or other specified waste materials as described herein.

2.  
**EXCLUSIVE FRANCHISES**

2.01 Exclusive Rights Regarding Residential Solid Waste Services.

The Town grants and the Contractor accepts, for the Term of this Agreement, the sole exclusive license, privilege, and right to provide residents, customers, owners, and persons in charge of Residential Units located within the Franchise Area collection, transportation, and resource recovery and/or disposal services for all Residential Solid Waste generated or discarded at or in any and all such Residential Units located in the Franchise Area. The Town further agrees that so long as the Contractor is not in default and not subject to termination hereunder it will not enter into an agreement with another firm, person, or entity for the performance of the same or similar collection, transportation, and resource recovery and/or disposal services during the Term hereof.

2.02 Exclusive Rights Regarding Commercial Solid Waste & Industrial Solid Waste Services.

The Town grants and the Contractor accepts, for the Term of this Agreement, the sole exclusive license, privilege, and right to provide businesses, proprietors, customers, owners, operators, and persons in charge of Commercial and Industrial Units (as defined herein) located in the Franchise Area collection, transportation, and resource recovery and/or disposal services for all Commercial Solid Waste or Industrial Solid Waste (as such terms are defined herein) generated or discarded at or in any and all such Commercial and Industrial Units located in the Franchise Area. The Town further agrees that so long as the Contractor is not in default and not subject to termination hereunder it will not enter into an agreement with another firm, person, or entity for the performance of the same or similar collection, transportation, and resource recovery and/or disposal services during the Term hereof.

2.03 Exclusive Rights Regarding Recycling & Other Services.

The Town grants and the Contractor accepts, for the Term of this Agreement, the sole exclusive license, privilege, and right to provide residents, businesses, proprietors, customers, owners, operators, and persons in charge of Residential Units and Commercial and Industrial Units located in the Franchise Area any services relating to the collection, transportation, and any marketing, separating, sorting, processing, or sale of any and all Recyclable or Recovered Materials generated or discarded at or in such Residential Units and Commercial and Industrial Units located in the Franchise Area. The Town further agrees that so long as the Contractor is not in default and not subject to termination hereunder it will not enter into an agreement with another firm, person, or entity for the performance of the same or similar collection, transportation, and resource recovery services during the Term hereof.

The Contractor shall have the right of first refusal in the event the Town duly authorizes and/or proposes to enter into a contractual agreement during the Term hereof for the proposed collection, transportation, and any marketing, separating, sorting, processing, or sale of any Recyclable or Recovered

Materials that are generated or discarded from, at, or in any Residential Units and/or Commercial and Industrial Units located within the Franchise Area. If the Town authorizes such recycling services, the Town agrees to negotiate first with the Contractor in good faith to arrange with the Contractor for the Contractor to provide such services. The Contractor shall also have the right of first refusal in the event the Town duly authorizes and proposes to enter into a contractual agreement during the Term hereof for the proposed collection, transportation, and resource recovery and/or disposal of any Hazardous Waste (as defined herein) or any other solid waste or other waste material that is not covered by this Agreement if such waste is generated, discarded, or comes to be located within the Franchise Area. If the Town authorizes any such additional services, the Town agrees to negotiate first with the Contractor in good faith to provide such services.

2.04 Exceptions to Exclusive Franchises.

The exclusive licenses, privileges, and rights granted above and any contracts implementing such licenses, privileges, and rights do not and will not apply for \_\_\_\_\_ [a period of time to be mutually agreed upon by the Contractor and the Town/or two (2) years from this Agreement's Effective Date] to any person or business that, as of this Agreement's Effective Date (as defined herein), has established an account for and entered into a written service agreement to obtain roll off compactor services in the Franchise Area, and pursuant to that written service agreement, the person or business has made a capital investment in a solid waste compactor that is being used to service the account as of the Effective Date.

**3.  
COLLECTION, TRANSPORTATION, AND RESOURCE RECOVERY AND/OR DISPOSAL  
SERVICES**

3.01 Services Provided.

(a) The Contractor shall provide the hand collection of Residential Solid Waste from Residential Units two (2) times per week using manual collection at the curb of trash cans, 96-gallon carts (rented by the homeowner from the Contractor at the rate set forth in Exhibit A), Bags, and Yard Waste (as defined herein) that is placed in Bundle(s) for collection. Bulky Waste collection will occur on each pickup day of each week. Refer also to Section 3.01(d). The Contractor shall also provide for the collection of Commercial Solid Waste and Industrial Solid Waste generated or discarded at or in the Franchise Area for all Commercial and Industrial Units located in the Franchise Area that require such services and enter into written service agreements with the Contractor for such services.

(b) The Contractor shall provide transportation and disposal services regarding all Residential Solid Waste that it collects from Residential Units located in the Franchise Area pursuant to this Agreement at a state-approved Disposal Site (as such terms are defined herein), the resource recovery and/or disposal of which is solely the responsibility of the operator of the Disposal Site. The Contractor shall provide transportation and disposal services of all Commercial Solid Waste and Industrial Solid Waste that it collects from Commercial and Industrial Units located in the Franchise Area that require such services and which enter into written service agreements with the Contractor for such services at a state-approved Disposal Site, the resource recovery and/or disposal of which is solely the responsibility of the operator of the Disposal Site.

(c) The Contractor shall provide the following solid waste collection and management services free of charge for the following Town facilities:

FACILITY NAME	LOCATION	SIZE OF DUMPSTER	PICKUP
Fire Station	404 Tower Place	Hand Collection	Twice a Week

Library	402 Tower Place	Hand Collection	Twice a Week
Police Station	404 Tower Place	Hand Collection	Twice a Week
Service Center	404 Tower Place	1- 30 yard open top	Once Monthly
Sunnyvale Schools	417 East Tripp	1 – 8 cubic yard	Twice a Week
Town Hall	537 Long Creek	Hand Collection	Twice a Week

(d) The Contractor shall pick up and haul Yard Waste and Bulky Waste as part of regular Residential Solid Waste service, provided that any such Yard Waste be neatly placed in Bundles and in stacks not in excess of four (4) feet in length and fifty (50) pounds in weight. This material shall be limited to no more than two (2) cubic yards per resident per collection. One (1) cubic yard is approximately 6' x 3' x 3'. For amounts larger than two (2) yards, or in situations where the homeowner wants to remove a large quantity of material, the Contractor can arrange for a special collection at a fee to be negotiated with the homeowner prior to performing the work. If a homeowner removes a tree through contracting with a tree service, the resulting materials will be hauled by the tree trimming service as part of their service. The Contractor shall not be responsible to remove these materials without an additional fee.

(e) The Contractor agrees to be a participant in the cleanup efforts for the Town of Sunnyvale's Keep Texas Beautiful campaign. Furthermore, the Contractor shall provide two (2) REL vehicles with drivers for a six-hour period of time and deliver two (2) thirty (30) yard roll off containers to be emptied one time annually at no charge to the Town of Sunnyvale. The designated collection day for citywide cleanups should fall on Saturday.

### 3.02 Excluded Items.

The Contractor shall not collect and/or transport solid waste that is prohibited from disposal at a Disposal Site or resource recovery at a Resource Recovery Site under applicable local, state, and/or federal law. Further, the Contractor shall not collect, process for resource recovery, and/or dispose of any type of Hazardous Waste (unless later agreed to by the parties pursuant to Section 2.03), medical waste, liquid waste, automotive tires, oil filters, lead acid batteries, petroleum products, petroleum by-products, and/or explosive materials, or any other material prohibited from disposal at the Disposal Site(s) or resource recovery at a Resource Recovery Site, including freon-charged appliances, unless such waste has been processed in accordance with applicable law by properly certified technicians as part of such service for a specified fee. In the event that such waste and/or products are found in Containers or Bins (as such terms are defined herein), the Contractor shall not pick up the same and/or the Containers or Bins in which the waste and/or waste products are located and shall notify the Town within forty-eight (48) hours of discovery of the same. The Contractor shall advise the Town as to the nature of the prohibited material, and provide to the Town advice as to the proper resource recovery and/or disposal methods and the available resource recovery and/or disposal facilities for such material. In the event that such waste and/or products are not properly removed, this violation shall be grounds to terminate this Agreement at the sole discretion of the Contractor upon giving thirty (30) days notice to the Town by the Contractor.

The Contractor shall not be required under this Agreement to collect and/or remove solid waste, debris, and/or other trash resulting from construction, major remodeling, or resulting from a sizeable amount of such solid waste, debris, and/or other trash being cleared in preparation for construction. Provided, however, upon the request of any Residential Unit or Commercial and Industrial Unit, the Contractor shall collect and remove such solid waste, debris, and/or other trash, and shall receive for such services a fee or charge mutually acceptable to the Contractor and the requesting customer.

4.  
**COLLECTION AND DISPOSAL OPERATIONS**

4.01 Hours of Operation.

The Contractor's collection of Residential Solid Waste, Commercial Solid Waste, or Industrial Solid Waste shall not start before 7:00 A.M. or continue after 6:00 P.M. on the same day. Exceptions to collection hours shall be made only upon the mutual agreement of the Town and Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.02 Routes of Collection.

All collection routes shall be established by the Contractor and approved by the Town.

4.03 Holidays.

The Contractor shall observe the following holidays: New Years Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Upon approval of the Town, the Contractor may elect to provide service on holidays. Services suspended by a holiday shall be made up on the next business day.

4.04 Complaints.

At a minimum, customer complaint procedure shall provide that the customer complaint be addressed within twenty-four (24) hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints, with copies of all complaints indicating the date and hour of the complaint, the nature of the complaint, and the manner and timing of its resolution. Any missed pickups of Residential Solid Waste, Commercial Solid Waste, or Industrial Solid Waste will be collected the same business day if notification to the Contractor is provided by 2:00 P.M. but not later than 12:00 P.M. the next business day if notification is provided after 2:00 P.M.

4.05 Collection Equipment & Personnel.

The Contractor shall provide an adequate number of vehicles, together with properly trained personnel, for regular collection services as required under the terms of this Agreement. All necessary vehicles, Bins, and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle used by the Contractor for performing the work hereunder shall have, clearly visible on each side, the identity and telephone number of the Contractor.

4.06 Resource Recovery and/or Disposal.

All waste collected for disposal, recycling, and/or resource recovery by the Contractor shall be hauled to a state-approved Disposal Site. The Contractor has the right to direct the Residential Solid Waste, Commercial Solid Waste, Industrial Solid Waste, and any other wastes or Recyclable Materials that it may collect pursuant to this Agreement to any Disposal Site that is properly permitted to accept such waste. The Contractor may also process and market any Recyclable that it collects pursuant to this Agreement to an individual, business, government, or solid waste facility that is permitted to market, purchase, sell, recycle, or dispose of any such Recyclable or Recovered Materials. The Contractor's rights as described above shall survive the termination of this Agreement for any reason.

4.07 Notification.

The Town shall notify all users of Residential Units and Commercial and Industrial Units about complaint procedures, rates, regulations, and days for scheduled collection.

4.08 Designated Agent.

All dealings, communications, etc., between the Contractor and the Town shall be directed by the Contractor to the Mayor of the Town.

4.09 Route Obstacles.

The Town recognizes that the Town's streets must be free of overhanging trees, branches, or other obstacles, which may cause damage to the Contractor's vehicles. Upon notification of a location presenting this problem, the Town will notify the property owner in writing about the obstruction reported.

4.10 Inclement Weather & Catastrophes.

The collection schedule set forth in Section 3.01 and agreed upon by the Town and the Contractor pursuant to Section 4.02 may be altered for inclement weather or other conditions that make it reasonably impossible to safely negotiate the rights of way and/or in, at, or relating to the applicable Resource Recovery Site(s) and/or Disposal Site(s). Notice of any such change in pickup shall be agreed to between the Town and the Contractor with at least twenty-four (24) hour advance notice, except when circumstances such as inclement weather, catastrophe, riot, war, fire, accident, or act of God, beyond the control of the parties to this Agreement, prevent such notice.

In the event that the Contractor is required to perform additional services as a result of an occurrence as described above, the Contractor shall be compensated for the costs of materials, equipment, labor, and resource recovery and/or disposal based upon rates agreed upon by the Town and the Contractor.

5.

**BASIS AND METHOD OF PAYMENT**

5.01 Service Charges.

Unless otherwise set forth in this Agreement, for the solid waste collection and management and recycling services set forth in Section 3.01, the charges to whom the service is provided shall not exceed the rates set out in Exhibit A attached hereto and incorporated herein, except as the same may be adjusted in accordance with Section 5.02.

5.02 Base Rates & Rate Modifications.

All rates for Residential Solid Waste, Commercial Solid Waste, Industrial Solid Waste collection, transportation, and disposal services will be established by the Town by ordinance upon the annual anniversary of the Effective Date (the "Rate Modification Date"). The rates for the first twenty four (24) months of the Residential Solid Waste Term, and eighteen (18) months of the Commercial Solid Waste, Industrial Solid Waste collection are set forth in Exhibit A to this Agreement.

Base Rate Escalation. Contractor shall maintain such residential rates (the "Base Rates") until April 1, 2004, and the commercial, industrial rates (the "Base Rates" ) until September 1, 2003. On each rate modification date the Base Rates shall be increased by a combination of (1) the percentage increase in operating costs for the most recent twelve (12) month period immediately preceding the Rate Modification Date, and (ii) any increases in disposal costs. Contractor shall submit to Town in writing its adjustment to the Base Rate and the supporting data for same, no less than 60 days prior to the request. The base rate shall be divided into operations and disposal. Operations equal 70% of the base rate. Disposal equals 30% of the base rate. Operations will be adjusted by the actual increase in operating costs for the most recent twelve (12) month period prior to the Rate Modification date. Disposal will be adjusted by the annual increase in disposal rates. The operational portion of this increase will not exceed the DFW C.P.I. change for the same twelve-month period.

On each Rate Modification Date, the Base Rates for the collection, transportation, and disposal of Commercial Solid Waste and Industrial Solid Waste from Commercial and Industrial Units located in the Franchise Area shall be increased by the same formula shown above. The Contractor shall submit to the Town in writing its proposed adjustment to such Base Rate and the supporting data for the same no less than sixty (60) days prior to the Rate Modification Date. The Base Rates for the collection, transportation, and disposal of Commercial Solid Waste and Industrial Solid Waste from Commercial and Industrial Units located in the Franchise Area shall also be increased by the Contractor at any time upon an increase in disposal costs or gate rates, which such increase shall take effect upon the receipt of a written notice by the Commercial and Industrial Units from the Contractor specifying the nature and extent of any such increase.

Any other increases not specified above, including to applicable federal, state, and/or local fees, and any other expenditures required of or additional costs incurred by the Contractor in performing the services pursuant to this Agreement, including as a result of a federal, state, or local law, rule, regulation, ordinance, order, permit, or permit condition becoming effective or modified since the last Rate Modification Date, shall be considered by the Town on a case-by-case basis, subject to the provisions of Section 15(B). If the Contractor makes a request for any such increase, the Contractor must provide sufficient data to demonstrate the need for the requested increase.

5.03 Town & Contractor to Act as Collectors.

Unless as otherwise set forth in this Agreement, the Town shall submit statements to and collect from all Residential Units the fees for collection, transportation, and resource recovery and/or disposal services provided by the Contractor. The Contractor shall submit statements to and collect from all Commercial and Industrial Units the fees for collection, transportation, and resource recovery and/or disposal services provided by the Contractor.

5.04 Delinquent and Closed Accounts.

(a) The Contractor shall discontinue collection, transportation, and resource recovery and/or disposal services for any Residential Unit upon receipt of a copy of a written notice sent to such Residential Unit by the Town and as set forth therein. Upon further notification by the Town, the Contractor shall resume collection on the next regularly scheduled collection day. The Contractor shall discontinue collection, transportation, and resource recovery and/or disposal services for any Commercial and Industrial Unit as set forth in a written notice sent to the unit by the Contractor.

(b) The Town shall be responsible for notifying the Contractor in writing when any water and/or sewer account is opened or closed or an occupational or other business license is approved.

5.05 Compensation to Contractor.

The Contractor shall bill the Town for all services rendered to Residential Units at the rates and upon the terms as provided in this Agreement within ten (10) days following the end of the month; the Town shall pay the Contractor, on or before the 15th day of the month. Such billing and payment shall be based upon the rates and schedules set forth in this Agreement and any amendments or modifications hereto. The Contractor shall bill customers of Commercial and Industrial Units for all services rendered to such Commercial and Industrial Units at the rates and upon the terms as provided in this Agreement within ten (10) days following the end of the month; such customers shall pay the Contractor, on or before the 15th day of the month. Such billing and payment shall be based upon the rates and schedules set forth in this Agreement and any amendments or modifications hereto.

5.06 Franchise Fees.

The Contractor shall pay the Town franchise fees in the amount of ten percent (10%) of the total amount of revenues that the Contractor collects from customers of Commercial and Industrial Units for providing such customers Commercial Solid Waste and Industrial Solid Waste services. The Contractor shall pay such franchise fees on the 20th day of each month during the Term of this Agreement.

5.07 State Sales Tax.

The Town shall prepare and remit to the State of Texas all required reports and payments of state sales taxes relating to the collection of monies from the provision of Residential Solid Waste services on a quarterly basis. The Contractor shall prepare and remit to the State of Texas all required reports and payments of state sales taxes relating to the collection of monies from the provision of Commercial Solid Waste and Industrial Solid Waste services on a quarterly basis.

6.  
**EFFECTIVE DATE**

This Agreement shall be effective upon its approval by valid ordinance duly adopted by the Town Council of the Town and the execution hereof by the Mayor of the Town and the Contractor (the "Effective Date"). Performance of this Agreement shall begin on April 1, 2002.

7.  
**WARRANTIES**

The Contractor warrants and represents that it is qualified to engage in the business of the collection, transportation, and resource recovery and/or disposal of Residential Solid Waste, Commercial Solid Waste, and Industrial Solid Waste, and the collection, transportation, and marketing of Recyclable or Recovered Materials. In the event that certain certification or licensing is necessary as a result of state or federal law to perform the services to be provided, the Contractor agrees to secure such certification or license within the prescribed period of time set by the certifying or licensing entity.

The Contractor covenants and agrees that it will neither cause, suffer, allow, or permit the occurrence of any act or omission in the execution and performance of the services under this Agreement, which act or omission may be or could result in or give rise to any violation of any federal, state, or local law, regulation, ordinance, or licensing or permitting requirement, or which act or omission might give rise to any action at law or equity for personal injury or wrongful death or for damage to property. Specifically, the Contractor agrees to comply with the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, pertinent provisions of both the Texas Water Code and the Texas Waste Disposal Act, and with all other applicable federal and state statutes and regulations.

The Town warrants and represents that it shall timely perform its obligations hereunder and shall at no time request the Contractor to take any action with regard to resource recovery and/or waste disposal services that would or could violate any federal, state, county, and/or local laws, statutes, ordinances, regulations, or licensing or permitting requirements. Further, the Town warrants and represents that it has taken all actions that are necessary and/or provided for in accordance with all federal, state, and/or local laws, statutes, ordinances, and regulations to legally enter into and execute this Agreement so as to render the same effective and binding upon the Town under the terms and conditions stated herein.

8.  
**INDEMNITY**

The Contractor shall indemnify, defend, and hold harmless the Town and its agents and employees from all suits, actions, or claims of any character, type, or description brought or made for or on account of any injury or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the acts, omissions, or violations of any federal, state, or local law or regulation by the Contractor or its agents or employees, in the execution or performance of this Agreement, save and except for loss or injury due to the Town's negligence or to the joint or concurrent negligence of the Contractor

and the Town. In the event of joint or concurrent negligence of the Contractor and the Town, then responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, as the same may be judicially determined by the entry of a final judgment in a court of law having the appropriate jurisdiction, without, however, waiving any defense of the Town or the Contractor under Texas law. To the extent allowed by law, the Town will indemnify the Contractor and hold the Contractor harmless for any damages caused by the sole negligence of the Town. If a final judgment is entered which makes a specific finding that the Town is solely negligent or partially negligent, the indemnity and hold harmless obligation of the Contractor shall not be effective and shall be considered null and void to the extent of the Town's liability.

The Town agrees to pass such ordinances as are necessary to effectuate all terms of this Agreement, including all duties and obligations required of customers of Residential Units and Commercial and Industrial Units.

**9.  
LICENSES AND TAXES**

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the Town and by the State, except state sales taxes for Residential Solid Waste service, which shall be collected by the Town and remitted to the State.

**10.  
TERM**

This Agreement shall be for a ten (10) year period beginning upon April 1, 2002 [~~the Effective Date of this Agreement/a specific date if other than the Effective Date~~] and ending ten (10) years thereafter (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement will be automatically extended for an additional ten (10) years, unless either party terminates this Agreement pursuant to Section 15, or either the Town or the Contractor notify the other to the contrary in writing at least sixty (60) days prior to the expiration of the Initial Term (the "Renewal Term," together with the Initial Term, constitute the "Term").

**11.  
INSURANCE COVERAGES**

The Contractor shall at all times during this Agreement maintain in full force and effect Workers' Compensation, Public Liability, and Property Damage Insurance. All insurance shall be by insurers and for policy limits reasonably acceptable to the Town. Before the commencement of the work hereunder, the Contractor agrees to furnish the Town certificates of insurance or other evidence reasonably satisfactory to the Town to the effect that such insurance has been procured and is in effect.

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Bodily Injury Liability Except Vehicle	\$2,000,000/aggregate
Property Damage Liability Except Vehicle	\$2,000,000/aggregate
Public Liability	\$2,000,000/each occurrence or aggregate
Vehicle Bodily Injury Liability	\$2,000,000/each occurrence

**12.  
COMPLIANCE WITH LAW**

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, including, without limitation, the laws, statutes, and ordinances of the Town and the state and federal governments; provided, however, that this Agreement shall govern the Contractor's obligations where there exist conflicting ordinances of the Town on a specific subject.

**13.  
TRANSFERABILITY OF AGREEMENT**

No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the Town, which consent may not be withheld without good cause or unreasonably withheld; provided, that the sale of the Contractor or its assets to another person or business entity shall not constitute such good cause; provided further, however, the Contractor may, at its option, perform the work and services required hereunder by and through any subsidiary or affiliate of the Contractor or its parent company. In the event of any assignment, the assignee shall assume the Contractor's liability.

**14.  
OWNERSHIP**

Title and ownership to Residential Solid Waste collected by the Contractor pursuant to this Agreement shall pass to the Contractor when the Contractor collects and removes such waste from a Bin or a Container or otherwise from the customer's premises, whichever occurs later, if such waste is Residential Solid Waste.

**15.  
TERMINATION**

- A. This Agreement may be terminated by the Town upon the following occurrences:
1. Mutual agreement of the parties.
  2. Breach by the Contractor of any of the conditions, covenants, or agreements contained herein upon thirty (30) days written notice to the Contractor by the Town to cure such breach, covenant, condition, or violation by the Contractor, and such breach not being cured within thirty (30) days of the Contractor's receipt of such notice or, as set forth below, such breach not being cured within an additional thirty (30) days. Such notice must define with specificity the alleged breach and the requirements that the Contractor is required to undertake to remedy such breach. In the event that the alleged breach cannot be cured within thirty (30) days from the Contractor's receipt of such notice, then the Contractor shall be required to immediately institute actions required to cure such breach and continue such actions to cure such breach and such breach having been cured within an additional thirty (30) days.
  3. Failure of the Contractor to timely process for resource recovery or dispose of waste that it collects pursuant to this Agreement in any manner as allowed by applicable law.
- B. This Agreement may be terminated by the Contractor upon the following occurrences:
1. Mutual agreement of the parties;
  2. Breach by the Town of any of the conditions, covenants, or agreements contained herein upon thirty (30) days written notice to the Town by the Contractor to cure such breach, covenant, condition, or violation by the Town, and such breach not being cured within thirty (30) days of the Contractor's receipt of such notice or, as set forth below, such breach not being cured within an additional thirty (30) days. Such notice must define

with specificity the alleged breach and the requirements that the Town is required to undertake to remedy such breach. In the event that the alleged breach cannot be cured within thirty (30) days from the Town's receipt of such notice, then the Town shall be required to immediately institute actions required to cure such breach and continue such actions to cure such breach and such breach having been cured within an additional thirty (30) days.

3. Any changes in law or regulations implemented subsequent to the execution of this Agreement which, in the Contractor's sole discretion, make it financially impractical to provide or materially increase the cost to provide the services contemplated under this Agreement, and the Town and/or the Commercial and Industrial Units located in the Franchise Area that may or have entered into written service agreements with the Contractor are unwilling to compensate the Contractor for additional expenses caused by such changes. If the Contractor elects to terminate this Agreement pursuant to this subsection, the Contractor shall be required to provide the Town a one hundred and eighty (180) day notice of such intent to terminate this Agreement.

## 16. MISCELLANEOUS PROVISIONS

16.01 Independent Contractor. The Contractor is, and shall perform its obligations and duties pursuant to this Agreement as, an independent contractor, and shall have and maintain exclusive control and direction over all of its employees, agents, and operations. The Contractor shall be deemed an independent contractor and not an employee, agent, officer, or servant of the Town.

16.02 Texas Law to Apply.

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

16.03 Entire Agreement.

This Agreement and the instruments called for by this Agreement constitute the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed, and supersede any commitment, agreement, memorandum, or understanding, oral or written, previously made by the parties or any of the foregoing with respect to the subject matter of this Agreement. Including without limitation that certain Town of Sunnyvale Texas municipal solid waste collection and disposal contract by and between town and contractor dated May 1, 2000. Any oral representations or modifications concerning this Agreement or the subject matter thereof shall be of no force or effect, and this Agreement may not be amended except by a subsequent modification in writing, signed by the parties hereto, or by an ordinance adopted by Town modifying the rates to be charged hereunder in accordance with the provisions of Section 4 hereof.

16.04 Severability.

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid.

16.05 Construction.

The Town and the Contractor agree and acknowledge that they have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the

provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed to also refer to all rules and regulations promulgated there under, unless the context requires otherwise.

16.06 Survival of Covenants and Conditions.

It is expressly agreed that all covenants and conditions relating to the rights and obligations of the parties hereto subsequent to the termination of this Agreement shall survive the termination and shall continue in full force and effect in accordance with the terms of the specific provision.

16.07 Waiver.

Any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by a duly authorized representative of the waiving party.

16.08 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not become effective until it is executed by both parties to this Agreement.

16.09 Binding Effect.

This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, and their respective successors, legal representatives, heirs, and permitted assigns, and no other person shall have any legal or equitable right, remedy, or claim to, under, in respect of, or by virtue of this Agreement or any provision herein contained.

16.10 Remedies.

The remedies provided to the parties by this Agreement are not exclusive or exhaustive, nor cumulative of each other, and are in addition to any other remedies that the parties may have.

16.11 Attorney's Fees and Costs.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys fees and costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

16.12 Notices.

All notices contemplated and/or required herein shall be in writing and shall be delivered in person or sent via certified U.S. mail or express mail service, unless otherwise specifically provided in this Agreement.

Notices to the Contractor shall be sent to:

Nicholas Stefkovich, Vice President  
Republic Waste Services of Texas, Ltd.  
1212 Harrison Avenue  
Arlington, Texas 76011

With a copy to:

General Counsel  
Republic Services, Inc.  
110 S.E. 6<sup>th</sup> Street, 28<sup>th</sup> Floor  
Ft. Lauderdale, Florida 33301

Notices to the Town shall be sent to:

Mayor, Town Manager, and the Director of Community Services  
Town of Sunnyvale, Texas  
537 Long Creek Road  
Sunnyvale, Texas 75182

Each party shall provide notification to the other party if, during the Term of this Agreement, either party changes its address as set forth above.

This Agreement is executed in multiple copies, each of which shall be deemed to be an original.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**REPUBLIC WASTE SERVICES OF TEXAS, LTD.**, a Texas limited partnership, by its general partner, Republic Waste Services of Texas GP, Inc.,

By:   
Title: Area President  
Date: \_\_\_\_\_

**TOWN OF SUNNYVALE, TEXAS**,  
a Texas municipal corporation,

By:   
Title: Mayor  
Date: March 11, 2002

**Amendment to "SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT"  
by and between the City of Sunnyvale and  
Republic Waste Services of Texas, Ltd. D/b/a Duncan Disposal**

**EXHIBIT A**

**WASTE DISPOSAL SERVICE CONTRACT  
CITY OF SUNNYVALE, TEXAS**

EFFECTIVE DATE 11/01/08

**Residential:** - Twice per week service \$ 9.18 per residence per month

**Commercial Hand Collect:** \$ 17.38 per month (ten bag limit)

**Commercial Containers:**

Size	1xwk	2xwk	3xwk	4xwk	5xwk	Extra
2 - yard	\$ 56.33	\$ 106.40	N/A	N/A	N/A	\$ 27.38
3 - yard	\$ 68.83	\$ 131.44	N/A	N/A	N/A	\$ 34.22
4 - yard	\$ 86.37	\$ 162.73	N/A	N/A	N/A	\$ 41.07
6 - yard	\$ 106.40	\$ 212.78	N/A	N/A	N/A	\$ 47.93
8 - yard	\$ 118.92	\$ 262.84	N/A	N/A	N/A	\$ 54.79

Containers with gates \$ 1.00 per month additional  
 Containers with locks \$ 1.00 per month additional  
 Containers with casters \$ 2.00 per month additional  
 96 gallon carts \$ 3.00 per month each additional

**Roll Off Containers:**

Size	Delivery	Rental	Haul	Disposal
20YD \$	88.06 \$	4.98 per day	\$ 332.94	Landfill gate Rate
30YD \$	88.06 \$	4.98 per day	\$ 388.02	Landfill gate Rate
40YD \$	88.06 \$	4.98 per day	\$ 438.09	Landfill gate Rate

DUNCAN DISPOSAL

BY: \_\_\_\_\_  
President

CITY OF SUNNYVALE, TEXAS

BY: \_\_\_\_\_  
Mayor

DATE \_\_\_\_\_

DATE \_\_\_\_\_

On agenda  
Effective Date - Will implement 11/01/2008

## EXHIBIT B

### **DEFINITIONS**

For purpose of this Agreement, the following terms shall be defined as follows:

1.01 Bags - The term "Bags" mean plastic sacks designated to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. The total weight of the Bag and its contents shall not exceed thirty-five (35) pounds. The Bags are to be furnished by the Generator (as defined herein) of the waste.

1.02 Bins - The term "Bins" mean metal receptacles designated to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

1.03 Bulky Waste - The term "Bulky Waste" means stoves, refrigerators that have doors removed and are tagged by a certified technician, water tanks, washing machines, furniture, loose Yard Waste greater than four (4) inches in diameter that cannot be bundled in four (4) foot lengths and weighs more than fifty (50) pounds, and other waste materials other than Construction and Demolition Debris, Dead Animals, Hazardous Waste, or Stable Matter (as such terms are defined herein) with weights or volumes greater than those allowed for Containers. Refer to Section 3.01(d) for limits.

1.04 Bundle - The term "Bundle" means Yard Waste, newspapers, and/or magazines, stacked together forming a bundle approximately four feet (4) in length, and no more than fifty (50) pounds in weight. Refer to Section 3.01(d) for limits.

1.05 Commercial and Industrial Unit - The term "Commercial and Industrial Unit" means all premises, locations, or entities, public or private, requiring refuse collection within the limits of the Franchise Area, and not a Residential Unit.

1.06 Commercial Solid Waste - The term "Commercial Solid Waste" means all types of solid waste generated or discarded by stores, offices, restaurants, warehouses, and other non-manufacturing activities at Commercial and Industrial Units, excluding Residential Solid Waste and Industrial Solid Waste.

1.07 Construction and Demolition Waste - The term "Construction and Demolition Waste" means waste-building materials resulting from construction, remodeling, repair, or demolition operations.

1.08 Container - The term "Container" means a receptacle for Residential Solid Waste with a capacity of greater than twenty (20) gallons and less than thirty-five (35) gallons, constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than that of the base. The weight of a container and its contents shall not exceed fifty (50) pounds.

1.09 Dead Animals - The term "Dead Animals" means animals or portions thereof equal to or less than ten (10) pounds in weight that have expired from any cause.

1.10 Disposal Site - The term "Disposal Site" means a refuse depository, including, but not limited to, Sanitary Landfills (as defined herein), transfer stations, and incinerators, licensed, permitted, or approved to receive for processing or final disposal refuse, Garbage, Residential Solid Waste, Commercial Solid Waste, and/or Industrial Solid Waste by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, and/or approvals.

1.11 Franchise Area - The term "Franchise Area" means the boundaries of the Town's Franchise Area covered by this Agreement as of the date first above written, a map of which is set forth at Exhibit C, together with any and all amendments and changes thereto resulting from binding amendments to this Agreement, the incorporation by the Town of additional geographical areas, or the annexation or

other changes to the Town's jurisdiction over a portion of the Franchise Area that is located in the Town as of the date first above written.

1.12 Garbage - The term "Garbage" means solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, and the handling and sale of produce and other farm products.

1.13 Generator - The term "Generator" means any person, firm, corporation, or other entity, by site or location, whose act or process produces a solid waste.

1.14 Hazardous Waste - The term "Hazardous Waste" means any solid waste identified or listed as a hazardous waste by the administrator of the U.S. Environmental Protection Agency (EPA) pursuant to federal statute or regulation or by a local or state government with jurisdiction to make such a determination.

1.15 Industrial Solid Waste - The term "Industrial Solid Waste" means any solid waste resulting from or incidental to a process of industry or manufacturing, or mining or agricultural operations.

1.16 Recyclable or Recovered Materials - The term "Recyclable or Recovered Materials" means recyclable materials and recovered materials, including, without limitation, newsprint, cardboard, wood waste and birch products, office paper, magazines, aluminum beverage containers, steel tin cans, clear, brown, and green glass, and HDPE and PET plastic bottles #1, #2, and #3.

1.17 Residential Solid Waste - The term "Residential Solid Waste" means all Garbage that is placed in Bags or Containers, Bulky Waste, or Bundles generated, produced, or discarded by a Generator at a Residential Unit.

1.18 Residential Unit - The term "Residential Unit" means a dwelling located within the Franchise Area occupied by a person or group of persons, including, but not limited to apartments, condominiums, mobile homes, and single-family dwellings. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. Each dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.19 Resource Recovery Site - The term "Resource Recovery Site" means a solid waste-processing site at which solid waste is processed for the purpose of extracting, converting to energy, or otherwise separating and preparing solid waste for reuse.

1.20 Sanitary Landfill - The term "Sanitary Landfill" means a controlled area of land upon which solid waste is disposed of in accordance with standards, rules, or orders established by the law.

1.21 Stable Matter - The term "Stable Matter" means all manure and other waste matter normally accumulated in or about a stable, or any animal, livestock, or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

1.22 Yard Waste - The term "Yard Waste" means leaves, grass clippings, yard and garden debris, and brush, including clean woody vegetative material not greater than six (6) inches in diameter, that results from landscaping maintenance and land-clearing operations. The term does not include stumps, roots, or shrubs with intact root balls.



## AGENDA ITEM SUMMARY

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TO: Town Council

FROM: Scott Campbell, Town Manager *SC*

RE: **ITEM 6:** Discussion and Calendaring Session for Upcoming Advisory Committee Meetings

DATE: October 5, 2011

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Monday night we would like to discuss and outline processes and tentative schedules for the 190 Advisory Committee and Home Rule Charter Committee.