

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, SEPTEMBER 20, 2010
5:00 P.M.**

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY MAYOR BILL MAGERS](#)
- A.4 [APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF SEPTEMBER 7, 2010](#)

Proclamations

- A.5 [PROCLAMATION](#)
German-American Partnership between Wolnzach Gymnasium and Sherman High School
- A.6 [PROCLAMATION](#)
“National Night Out - Texas” – October 5, 2010

Public Hearing

- B.1 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5671](#)
Amending Chapter 13 of the Code of Ordinances, entitled “Utilities”, at Article 13.06, entitled “Solid Waste”, at Sections 13.06.005, 13.06.086, 13.06.087, and 13.06.088 to Increase Certain Solid Waste Fees
- B.2 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5672](#)
Amending Chapter 13 of the Code of Ordinances, entitled “Utilities”, at Article 13.08, entitled “Utility Billing”, at Sections 13.08.005 and 13.08.006, Revising Rates for Water and Sewer for Fiscal Year 2010-2011

Close Public Hearing and Consider Adoption of Ordinances

- B.3 [ADOPTION OF ORDINANCES](#)
Consider Adoption of Ordinance Numbers:
 - (a) 5671
 - (b) 5672

B.4 [ADOPTION OF ORDINANCE NO. 5666](#)

Providing for the Levy of Ad Valorem Taxes for the City of Sherman, Texas, for the Tax Year 2010; Distributing the Same Among the Various Funds; Providing for a Penalty and Interest for Failure to Pay the Taxes Levied within the Time Provided by Law

B.5 [CONSENT AGENDA](#)

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

C.1 [RESOLUTION NO. 5523](#)

Supporting Locally Governed Community Center MHMR Services of Texoma as the Most Effective and Cost Efficient Means to Manage and Deliver Services for Texans with Intellectual and Developmental Disabilities and Serious Mental Illness in Cooke, Fannin and Grayson Counties

C.2 [* RESOLUTION NO. 5524](#)

Authorizing Execution of Agreements with the Sherman Housing Authority, the Texoma Area Paratransit System, Inc., the Grayson County Crisis Center, the Boys & Girls Club of Sherman, Inc., the Child & Family Guidance Center of Texoma, and the City of Sherman Parks & Recreation Department for the Use of Community Development Block Grant Funds

C.3 [* RESOLUTION NO. 5525](#)

Awarding a Bid to and Authorizing the Execution of a Contract with IESI TX Corporation for Residential Commingled Recycling Processing Services

C.4 [* RESOLUTION NO. 5526](#)

Awarding a Bid to and Authorizing the Execution of a Contract with Pratt Industries, Inc. for Cardboard Recycling Processing Services

C.5 [* RESOLUTION NO. 5527](#)

Awarding a Bid to and Authorizing Execution of a Contract with Renda Environmental, Inc. for the 2010-2013 Biosolids Project at the Sherman Wastewater Treatment Plant

D.1 [CITIZEN REQUESTS](#)

D.2 [MEDIA QUESTIONS](#)

D.3 [COUNCIL COMMENTS](#)

Executive Session

E.1 [EXECUTIVE SESSION](#)

In Accordance with Chapter 551, Government Code, V.T.C.S. (Open Meetings Law), “The City Council Will Now Hold a Closed Executive Meeting Pursuant to the Provisions of the Open Meetings Law, Chapter 551, Government Code, Vernon’s Texas Codes Annotated, in Accordance with the Authority Contained in the Following Sections”

Section 551.074

Personnel Matters

- (a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:
 - (i) Meals on Wheels of Texoma (1)

The Council reconvenes into General Session

F.1 [OPEN MEETING](#)

Reconvene into Open Meeting and consider action, if any, on items discussed in Executive Session

F.2 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. A.3

INVOCATION BY MAYOR BILL MAGERS



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE CALLED CITY COUNCIL MEETING OF SEPTEMBER 7, 2010

STATE OF TEXAS

§

September 7, 2010

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Called Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on September 7, 2010.

MEMBERS PRESENT: MAYOR BILL MAGERS; DEPUTY MAYOR WILLIE STEELE.
COUNCIL MEMBERS ADAMI, HOWETH, SMITH, SOFTLY,
WACKER.

MEMBERS ABSENT: NONE.

CALL TO ORDER

Mayor Magers called the meeting to order at 5:01 p.m. The Pledge of Allegiance and the Invocation were given by Pam Howeth.

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of August 16, 2010 and the Called City Council Meeting of August 31, 2010. Council Member Wacker moved to approve the Minutes as presented; Second by Council Member Smith. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

PUBLIC HEARING

CAPITAL IMPROVEMENT PROGRAM 2010 – 2015

The Capital Improvement Program covers the period from October 1, 2010 through September 30, 2015, and includes total funding of \$47,861,250.

CAPITAL
IMPROVEMENT
PROGRAM

Total funding for the General Fund for FY 2010-2011 is \$590,000. Total funding for the Utility Fund for FY 2010-2011 is \$1,050,000.

No citizens appeared before the City Council to discuss the Capital Improvement Program 2010 - 2015.

SECOND PUBLIC HEARING OF ORDINANCE NO. 5662

Mayor Magers called for the Second Public Hearing of Ordinance 5662:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE APPROPRIATION OF FUNDS FOR OPERATING AND CAPITAL EXPENDITURES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2010, AND ENDING SEPTEMBER 30, 2011; PROVIDING FOR A REPEALER.

ORD 5662
ANNUAL BUDGET

Mayor Magers explained that this Budget will raise more total property taxes than last year's Budget by \$58,000 and .9%, and of that amount, \$58,000 is tax revenue to be raised from new property added to the roll this year.

No citizens appeared before the City Council to discuss Ordinance 5662.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5666 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE LEVY OF AD VALOREM TAXES FOR THE CITY OF SHERMAN, TEXAS, FOR THE TAX YEAR 2010; DISTRIBUTING THE SAME AMONG THE VARIOUS FUNDS; PROVIDING FOR A PENALTY AND INTEREST FOR FAILURE TO PAY THE TAXES LEVIED WITHIN THE TIME PROVIDED BY LAW; PROVIDING FOR A REPEALER.

ORD 5666
AD VALOREM
TAX LEVY

Mayor Magers said this Ordinance will be considered for adoption at the Council Meeting on September 20, 2010.

No citizens appeared before the City Council to discuss Ordinance 5666.

Mayor Magers introduced Ordinance 5667 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S THIRD RATE REVIEW MECHANISM FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; APPROVING ATMOS MID-TEX'S PROOF OF REVENUES; EXTENDING THE RRM PROCESS FOR TWO CYCLES AND ADOPTING A NEW RRM TARIFF; RATIFYING THE SETTLEMENT AGREEMENT, INCLUDING COST RECOVERY FOR A STEEL SERVICE LINE REPLACEMENT PROGRAM; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE'S LEGAL COUNSEL.

ORD 5667
ATMOS ENERGY
RATE SETTLEMENT

No citizens appeared before the City Council to discuss Ordinance 5667.

Mayor Magers introduced Ordinance 5668 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 8 OF THE CODE OF ORDINANCES, ENTITLED "OFFENSES AND NUISANCES", TO PROVIDE FOR A NEW ARTICLE 8.04 TO BE ENTITLED "OFFENSES INVOLVING PUBLIC HEALTH

ORD 5668
PROHIBIT "K-2"

AND SAFETY", TO PROHIBIT THE USE, PURCHASE, POSSESSION, AND SALE OF THE SYNTHETIC CANNABINOID KNOWN OR SOLD UNDER SUCH NAMES AS "SPICE", "GENIE", "DASCENTS", "ZOHAI", "SAGE", "K-2", "KO KNOCK-OUT 2", AND "K-4" FOR PUBLIC HEALTH PURPOSES; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

No citizens appeared before the City Council to discuss Ordinance 5668.

Mayor Magers introduced Ordinance 5669 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 3, ENTITLED "BUILDING REGULATIONS", AT ARTICLE 3.12, ENTITLED "FLOOD DAMAGE PREVENTION", TO ADOPT NEW FEDERAL EMERGENCY MANAGEMENT AGENCY REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5669
FLOOD DAMAGE
PREVENTION

No citizens appeared before the City Council to discuss Ordinance 5669.

Mayor Magers introduced Ordinance 5670 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A SCHOOL (PLAYGROUND) IN AN R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AT 615 SOUTH TRAVIS STREET, BEING 0.30 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 (ST. MARY'S CATHOLIC CHURCH, OWNERS; ST. MARY'S CATHOLIC SCHOOL, TENANT; AND JIM ANDREWS, REPRESENTATIVE); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.

ORD 5670
SUP FOR SCHOOL
PLAYGROUND
(615 S. TRAVIS)

No citizens appeared before the City Council to discuss Ordinance 5670.

The Public Hearing was closed.

CLOSE PUBLIC
HEARING

ADOPTION OF ORDINANCES

Ordinance 5662

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE APPROPRIATION OF FUNDS FOR OPERATING AND CAPITAL EXPENDITURES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2010, AND

ORD 5662
ANNUAL BUDGET

ENDING SEPTEMBER 30, 2011; PROVIDING FOR A REPEALER.

Ordinance 5667

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S THIRD RATE REVIEW MECHANISM FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; APPROVING ATMOS MID-TEX'S PROOF OF REVENUES; EXTENDING THE RRM PROCESS FOR TWO CYCLES AND ADOPTING A NEW RRM TARIFF; RATIFYING THE SETTLEMENT AGREEMENT, INCLUDING COST RECOVERY FOR A STEEL SERVICE LINE REPLACEMENT PROGRAM; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE'S LEGAL COUNSEL.

ORD 5667

**ATMOS ENERGY
RATE SETTLEMENT**

Ordinance 5668

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 8 OF THE CODE OF ORDINANCES, ENTITLED "OFFENSES AND NUISANCES", TO PROVIDE FOR A NEW ARTICLE 8.04 TO BE ENTITLED "OFFENSES INVOLVING PUBLIC HEALTH AND SAFETY", TO PROHIBIT THE USE, PURCHASE, POSSESSION, AND SALE OF THE SYNTHETIC CANNABINOID KNOWN OR SOLD UNDER SUCH NAMES AS "SPICE", "GENIE", "DASCENTS", "ZOHAI", "SAGE", "K-2", "KO KNOCK-OUT 2", AND "K-4" FOR PUBLIC HEALTH PURPOSES; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5668

PROHIBIT "K-2"

Ordinance 5669

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 3, ENTITLED "BUILDING REGULATIONS", AT ARTICLE 3.12, ENTITLED "FLOOD DAMAGE PREVENTION", TO ADOPT NEW FEDERAL EMERGENCY MANAGEMENT AGENCY REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5669

**FLOOD DAMAGE
PREVENTION**

ACTION TAKEN.

Motion by Council Member Adami to approve Ordinance Nos. 5662, 5667, 5668, and 5669, as presented. Second by Council Member Smith.

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

Ordinance 5670

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A SCHOOL (PLAYGROUND) IN AN R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AT 615 SOUTH TRAVIS STREET, BEING 0.30 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 (ST. MARY'S CATHOLIC CHURCH, OWNERS; ST. MARY'S CATHOLIC SCHOOL, TENANT; AND JIM ANDREWS, REPRESENTATIVE); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.

ORD 5670

**SUP FOR SCHOOL
PLAYGROUND
(615 S. TRAVIS)**

ACTION TAKEN.

Motion by Council Member Smith to approve Ordinance No. 5670, as presented. Second by Deputy Mayor Steele.

VOTING AYE: Howeth, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

ABSTAINED: Adami.

MOTION CARRIED.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Deputy Mayor Steele moved to approve the Consent Agenda, as presented. Second by Council Member Wacker. All present voted AYE.

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5513 – AUTHORIZING EXECUTION OF A JOINT ELECTION AGREEMENT BETWEEN THE CITY OF SHERMAN AND GRAYSON COUNTY TO HOLD A JOINT ELECTION ON NOVEMBER 2, 2010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A JOINT ELECTION AGREEMENT BETWEEN THE CITY OF SHERMAN AND GRAYSON COUNTY TO HOLD A JOINT ELECTION ON NOVEMBER 2, 2010.

**RES 5513
JOINT ELECTION
AGREEMENT**

ACTION TAKEN.

Motion by Council Member Adami to approve Resolution No. 5513, as presented. Second by Deputy Mayor Steele.

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5516 – APPROVING AND ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF SHERMAN, TEXAS

**RES 5516
FIVE-YEAR
CIP PROGRAM**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF SHERMAN, TEXAS, PROVIDING FOR AN EFFECTIVE DATE.

ACTION TAKEN.

Motion by Council Member Wacker to approve Resolution No. 5516, as presented. Second by Council Member Softly.

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5517 – AMENDING THE 2009 – 2010 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2009, THROUGH SEPTEMBER 30, 2010

**RES 5517
BUDGET AMENDMENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2009-2010 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2009, THROUGH SEPTEMBER 30, 2010.

Mayor Magers asked for an explanation of the Budget Amendment, adding that the Amendment was not for the City to spend more money.

Robby Hefton, Assistant City Manager/CFO, explained that there were two components to the Budget Amendment. One relates to the debt service in a couple of Funds. When the Budget was originally projected the debt service had not been issued so there was no way to know the timing or the amount of the debt service. The Amendment will be to “clean that up.”

The second item was the “Lights on the Lake” project which was unbudgeted at the time. It was paid from Hotel/Motel Tax Funds and was a good use of those funds since many people stayed in hotels and many participated in the event.

Mayor Magers reiterated that the City was not amending the operating Budget because they spent more money than originally budgeted. The items were issues that had not yet been determined, even though there was cash in the bank to pay for them.

ACTION TAKEN.

Motion by Council Member Adami to approve Resolution No. 5517, as presented. Second by Council Member Wacker.

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

**RESOLUTION NO. 5518 – ADOPTING AN INVESTMENT
POLICY FOR THE CITY OF SHERMAN**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SHERMAN.
CONSENT AGENDA.

RES 5518
INVESTMENT POLICY

**RESOLUTION NO. 5519 – AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH TEAGUE,
NALL AND PERKINS, INC. FOR THE PREPARATION OF
FINAL DESIGN PLANS AND SPECIFICATIONS AND THE
PERFORMANCE OF OTHER ENGINEERING SERVICES FOR
THE TRAVIS STREET STREETScape PROJECT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH TEAGUE, NALL AND PERKINS, INC. FOR THE PREPARATION OF FINAL DESIGN PLANS AND SPECIFICATIONS AND THE PERFORMANCE OF OTHER ENGINEERING SERVICES FOR THE TRAVIS STREET STREETScape PROJECT.

RES 5519
FINAL DESIGN PLANS
TRAVIS STREETScape
PROJECT

ACTION TAKEN.

Motion by Council Member Smith to approve Resolution No. 5519, as presented. Second by Council Member Adami.

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

**RESOLUTION NO. 5520 – AUTHORIZING EXECUTION OF A
TENDER & RELEASE AGREEMENT WITH SURETEC
INSURANCE COMPANY FOR THE TRAVIS STREET WATER
MAIN REPLACEMENT PROJECT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS; AUTHORIZING EXECUTION OF A TENDER & RELEASE AGREEMENT WITH SURETEC INSURANCE COMPANY FOR THE TRAVIS STREET WATER MAIN REPLACEMENT PROJECT.
CONSENT AGENDA.

RES 5520
INSURANCE RELEASE
FOR TRAVIS ST.
WATER MAIN
REPLACEMENT PROJ.

Deputy Mayor Steele asked if this was a part of the performance bond. George Olson, City Manager, explained that SureTec Insurance Company is the bond company. The contractor for the project is bankrupt and the bond company completed the job, as well as some repairs.

In exchange for the City assuming responsibilities for any future repairs, the bond company will allow the City to keep the final \$32,191.95 payment for the project and will pay an additional \$5,585.55 to the City to cover the cost of additional repairs.

RESOLUTION NO. 5521 – AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO MELVIN FLEITMAN FOR THE CONSTRUCTION OF A STORAGE BUILDING IN A UTILITY AND DRAINAGE EASEMENT IN BLOCK 2, LOT 36 OF THE PEBBLEBROOK ADDITION, PHASE 1B TO THE CITY OF SHERMAN (1800 PEBBLEBROOK LANE)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO MELVIN FLEITMAN FOR THE CONSTRUCTION OF A STORAGE BUILDING IN A UTILITY AND DRAINAGE EASEMENT IN BLOCK 2, LOT 36 OF THE PEBBLEBROOK ADDITION, PHASE 1B TO THE CITY OF SHERMAN (1800 PEBBLEBROOK LANE).
CONSENT AGENDA.

RES 5521
ENCROACHMENT
EASEMENT
(1800 PEBBLEBROOK)

RESOLUTION NO. 5522 – AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE CITY OF FORT WORTH FOR HOUSEHOLD HAZARDOUS WASTE SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE CITY OF FORT WORTH FOR HOUSEHOLD HAZARDOUS WASTE SERVICES.
CONSENT AGENDA.

RES 5522
HOUSEHOLD
HAZARDOUS
WASTE

OTHER BUSINESS

RECEIVE FAIR HOUSING IMPEDIMENT ANALYSIS UPDATE FROM COMMUNITY DEVELOPMENT COORDINATOR THERESA CAUDLE

Theresa Caudle, Community Development Coordinator, presented a briefing on the Fair Housing Impediment Analysis. The Study is required by the City's Consolidated Plan.

FAIR HOUSING
IMPEDIMENT
ANALYSIS UPDATE

Sherman's Neighborhood Services Department, in conjunction with the City of Denison's Community Development Department, will be conducting a Fair Housing Study to analyze the impediments to fair housing in the Cities of Sherman and Denison.

A consultant has been hired to complete the study and three focus group sessions will be held on September 23, 2010. The first session will be for real estate people, apartment owners, and others in jobs that pertain to housing. The second session will be for City staff and Council Members, and the third session will be for the general public.

CITIZENS REQUESTS

There were no citizens requests

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS

FOOTBALL AND POLITICAL SEASON

Mayor Magers said it was Labor Day Weekend, and the start of football season and the political season, “the only two contact sports” that he knows of.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:17 p.m.

**FOOTBALL &
POLITICAL SEASON**

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. A.5

PROCLAMATION

German-American Partnership between Wolnzach Gymnasium and Sherman High School

Issue

To present a proclamation to students and teachers who are visiting from Wolnzach Gymnasium in Bavaria, Germany, to take part in an exchange program with students from Sherman High School

Background

Earlier this summer, Sherman High School students and teachers visited Bavaria, Germany, to live and study with students from Wolnzach Gymnasium. Through the program, the German students then visit the Sherman students in a cultural exchange program.

Origination

Council Member Pam Howeth, a teacher at Sherman High School, requested the proclamation.

Financial Consideration

There is no financial consideration.

Staff Recommendation

It is recommended by the staff that the City Council present a proclamation welcoming the students participating in the exchange program with Wolnzach Gymnasium.

Alternatives

The Council could choose not to present the proclamation.

Attachments

A proclamation recognizing the German-American Partnership between Wolnzach Gymnasium and Sherman High School is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN



Proclamation

WHEREAS, the German American Partnership Program (GAPP) is one of the most successful exchange programs in the United States and was developed between the United States and the Federal Republic of Germany to inspire international understanding, promote language instruction, and motivate personal friendships, and

WHEREAS, Sherman High School has partnered with Wolnzach Gymnasium, in Wolnzach, Germany, the State of Bavaria, for 12 years in a cultural exchange program for students and teachers, and

WHEREAS, Sherman High School students and teachers visited Bavaria, Germany to live and study with German students and their families earlier this year, and

WHEREAS, Wolnzach Gymnasium students and teachers will visit Sherman, Texas to live and study with our local students, and

WHEREAS, all participating students will get a chance to promote the spirit of diversity and harmony by the various cultures that make up the fabric of our global society.

NOW THEREFORE, I, Bill Rogers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby recognize the

GERMAN - AMERICAN PARTNERSHIP BETWEEN WOLNZACH GYMNASIUM AND SHERMAN HIGH SCHOOL

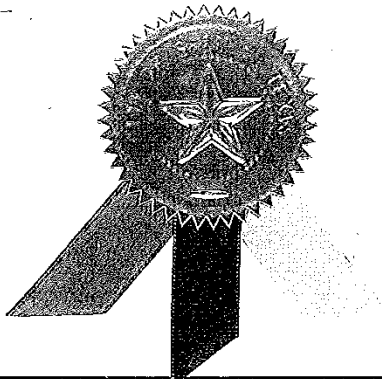
and welcome students and teachers to our community. I also urge all citizens to do their part in the cause of international understanding and make these visitors feel welcome in Sherman.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 20th day of September, 2010.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. A.6

PROCLAMATION

“National Night Out - Texas” – October 5, 2010

Issue

To present a proclamation designating October 5, 2010 as “National Night Out - Texas” in Sherman

Background

Each year, the National Association of Town Watch sponsors “National Night Out,” a nationwide crime, drug, and violence prevention program that encourages citizens to work together to prevent crime in their neighborhoods. Because of the heat, many Texas cities hold their event in October.

Origination

The request for this proclamation originated with the Police Department.

Financial Consideration

There is no financial consideration to the City.

Staff Recommendation

It is the recommendation of the staff to present a proclamation proclaiming October 5, 2010 as “National Night Out - Texas” in Sherman.

Alternatives

The Council could choose not to present the proclamation.

Attachments

A proclamation proclaiming “National Night Out - Texas” is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN



Proclamation

WHEREAS, each year the National Association of Town Watch sponsors "National Night Out," a nationwide crime, drug and violence prevention program that encourages citizens to work together to prevent crime in their neighborhoods, and

WHEREAS, because of the extreme heat concerns expressed by numerous "National Night Out" participants, Texas is holding the "National Night Out - Texas" event on October 5, 2010, and

WHEREAS, many Texas communities will celebrate "National Night Out - Texas" on Tuesday, October 5, 2010, with neighborhoods celebrating with block parties and cookouts, and

WHEREAS, the goal of the event is to promote police-community partnerships, heighten drug and crime prevention awareness, and strengthen neighborhood spirit.

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October 5, 2010

NATIONAL NIGHT OUT - TEXAS

in the City of Sherman, and encourage all citizens to participate and send a message to criminals that neighborhoods are organized and fighting back against crime.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this 20th day of September, 2010.

Mayor

ATTEST:

Ginda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5671

**Amending Chapter 13 of the Code of Ordinances, entitled “Utilities”,
at Article 13.06, entitled “Solid Waste”, at Sections 13.06.005, 13.06.086, 13.06.087,
and 13.06.088 to Increase Certain Solid Waste Fees**

Issue

Amending the Code of Ordinances to increase certain basic solid waste residential and commercial collection rates

Background

As part of the budget process for fiscal year 2010-2011, the City Council approved an increase in the residential and commercial solid waste rates to offset increased costs at the TASWA landfill. This ordinance increases residential solid waste rates to \$14.35 per container, up from \$14.00, and increases commercial rates by about 2.5%. The rate increase will take effect October 1, 2010.

Origination

Department of Public Works

Financial Consideration

It is necessary to increase rates at this time to offset rising operating costs, particularly the recent 2010 tipping fee increase at the TASWA landfill. These rate increases are expected to generate about \$127,000.00 annually.

Staff Recommendation

The staff recommends that the Council approve the proposed solid waste rate changes in Chapter 13 of the Code of Ordinances.

Alternatives

While not recommended, the Council could choose to leave the current solid waste rates unchanged by not adopting the proposed ordinance.

Attachments

Ordinance No. 5671

Prepared by:

Don Keene, Exec. Director of Planning & Public Works

Approved by:

George Olson, City Manager

ORDINANCE NO. 5671

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", AT ARTICLE 13.06, ENTITLED "SOLID WASTE", AT SECTIONS 13.06.005, 13.06.086, 13.06.087, AND 13.06.088 TO INCREASE CERTAIN SOLID WASTE FEES; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That Chapter 13, Article 13.06 of the Code of Ordinances of the City of Sherman, Texas, entitled "Solid Waste", be amended at Section 13.06.005 to read as follows:

Sec. 13.06.005 Charges for residential refuse collection

Charges for automated residential solid waste collection shall be as follows beginning October 1, 2009 2010:

- (1) Fourteen dollars and ~~no~~ *thirty-five* cents (~~\$14.00~~ \$14.35) per month per family unit for curb or alley pickup.
- (2) Carry-out service shall be thirty-eight dollars and no cents (\$38.00) per month per family unit.
- (3) If the location of garbage for carry-out service is in excess of one hundred fifty (150) feet from the curb or alley, an additional charge of five dollars and fifteen cents (\$5.15) per month will be made for each additional one hundred fifty (150) feet or portion thereof. "Curb" is defined as being within three (3) feet of the curblane of the street.
- (4) For multiple dwellings or apartments, with four (4) or fewer units, each family unit will be considered as a single-family residence in fixing charges for services.
- (5) Residential special refuse pickups, upon customer request, will be charged four hundred twenty dollars and no cents (\$420.00) (\$28.00/cubic yard) per fifteen (15) cubic yard load with a minimum charge of forty dollars (\$40.00). All residential customers requesting roll-off service, regardless of size container, will be required to pay the first container pull charge before the first container is placed.

- (6) For any ~~65-gallon~~ cart in addition to the one initially provided to the automated residential solid waste customer, ~~a charge of eight dollars and eighty cents (\$8.80) per cart, per month will be assessed; and for any additional 100-gallon cart, a charge of fourteen dollars and no thirty-five cents (\$14.00 \$14.35) per cart, per month will be assessed.~~

SECTION 2. That Chapter 13, Article 13.06 of the Code of Ordinances of the City of Sherman, Texas, entitled "Solid Waste", be amended at Section 13.06.086 to read as follows:

Sec. 13.06.086 Charges for standard and automated waste and recycling containers (100-gallon), commercial pickups on Saturdays

- (a) Commercial charges for one (1) standard container, as defined in section 13.06.084, are established as follows:

<u>Pickups Per Week</u>	<u>Monthly Charge</u>
1	\$16.02 16.42
2	32.05 32.85
3	48.08 49.28
4	64.13 65.73
5	79.83 81.83
6	96.15

For additional standard containers over the allowable one, there will be added an additional sixteen dollars and *forty-two cents* (~~\$16.02~~ \$16.42) per container to the charges specified above.

- (b) The commercial charge for one (1) optional automated 100-gallon container, as defined in section 13.06.084, shall be ~~twenty dollars and fifty-seven cents~~ *twenty-one dollars and eight cents* (~~\$20.57~~ \$21.08) per month for one pickup per week. For additional 100-gallon containers over the allowable one (1), there will be added an additional ~~twenty dollars and fifty-seven cents~~ *twenty-one dollars and eight cents* (~~\$20.57~~ \$21.08) per container, per month to the initial charge of ~~twenty dollars and fifty-seven cents~~ *twenty-one dollars and eight cents* (~~\$20.57~~ \$21.08).

- (c) Commercial charges for one (1) commingled recycling container (100 gallon) are established as follows:

Monthly Rate For:	Every Other Week Collection	Weekly Collection	Each Additional Container
Governmental, Educational and nonprofit agencies	\$3.31	\$6.62	\$3.31
Commercial establishments	\$5.53	\$11.03	\$3.31

~~(d) For any combination of pickups which include Saturday, there will be charged an additional nineteen dollars and no cents (\$19.00) per month above the regular rate.~~

~~(e)~~ (d) Other charges will be based on the time required for pickup at a rate of ~~fifty-eight dollars and thirteen cents~~ *fifty-nine dollars and fifty-eight cents (\$58.13 \$59.58)* per hour. This provision is intended to apply to special commercial pickups upon customer request and also commercial refuse not placed in standard containers as defined in section 13.06.084.

~~(f)~~ (e) No commercial pickups will be made on Saturdays except from restaurants, food stores and food-dispensing institutions.

~~(g)~~ (f) When two (2) or more businesses are located in a single building with a single water meter, each business will be required to obtain their own solid waste service and each business will be billed independently for said waste service.

SECTION 3. That Chapter 13, Article 13.06 of the Code of Ordinances of the City of Sherman, Texas, entitled "Solid Waste", be amended at Section 13.06.087 to read as follows:

Sec. 13.06.087 Charges for commercial front-load containers

(a) Deposits for commercial front load containers are established as follows for the collection of compacted and non-compacted waste.

<u>Cubic Yards</u>	<u>Deposit</u>
2	\$100.00
3	150.00
4	175.00
6	200.00
8	250.00

(b) Monthly service charges for commercial front-load containers, as defined in section 13.06.084, are established as follows:

WASTE COLLECTION

Size of Container in Cubic Yards	Monthly Service Charges per Container							Additional Unscheduled Pickups Per Pickup
Non- compacted Trash	Collection Days Per Week							
	1x	2x	3x	4x	5x	6x	7x	
2	\$50.00	\$80.00	\$160.00	\$160.00	\$200.00	\$230.00	\$260.00	\$20.00
3	\$60.00	\$110.00	\$170.00	\$220.00	\$280.00	\$330.00	\$380.00	\$25.00
4	\$80.00	\$130.00	\$210.00	\$280.00	\$340.00	\$410.00	\$480.00	\$30.00
6	\$100.00	\$160.00	\$240.00	\$320.00	\$400.00	\$480.00	\$550.00	\$40.00
8	\$120.00	\$190.00	\$280.00	\$380.00	\$470.00	\$560.00	\$640.00	\$50.00
Compacted Trash	-	-	-	-	-	-	-	-
4	\$100.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6	\$110.00	\$180.00	\$260.00	\$360.00	\$440.00	\$530.00	\$620.00	\$50.00
8	\$120.00	\$210.00	\$310.00	\$420.00	\$520.00	\$620.00	\$720.00	\$60.00

Size of Container in Cubic Yards	Monthly Service Charges per Container							Additional Unscheduled Pickups–Per Pickup
Non- compacted Trash	Collection Days Per Week							
	1x	2x	3x	4x	5x	6x	7x	
2	\$55.00	\$85.00	\$125.00	\$165.00	\$205.00	\$235.00	\$265.00	\$20.00
3	\$65.00	\$115.00	\$175.00	\$225.00	\$290.00	\$340.00	\$390.00	\$25.00
4	\$85.00	\$135.00	\$215.00	\$290.00	\$350.00	\$420.00	\$495.00	\$30.00
6	\$105.00	\$165.00	\$245.00	\$330.00	\$410.00	\$490.00	\$565.00	\$40.00
8	\$125.00	\$195.00	\$290.00	\$390.00	\$480.00	\$575.00	\$655.00	\$50.00
Compacted Trash	1x	2x	3x	4x	5x	6x	7x	
4	\$105.00							
6	\$115.00	\$185.00	\$265.00	\$370.00	\$450.00	\$545.00	\$635.00	\$50.00
8	\$125.00	\$215.00	\$320.00	\$430.00	\$535.00	\$635.00	\$740.00	\$60.00

RECYCLING COLLECTION

Corrugated (OCC) and Mixed Paper Recycling Service	Monthly Rate Per Container				
	Collections <i>Days</i> Per Week				
	1x	2x	3x	4x	5x
2 yd Recycling Containers	\$30.00				
4 yd Recycling Containers	\$40.00				
8 yd Recycling Containers	\$60.00	\$90.00	\$120.00	\$150.00	\$180.00
With City Commercial Waste Service	\$40.00	\$60.00	\$80.00	\$100.00	\$120.00
With Multiple Waste Containers or 8 yd Waste Service, 5x/week	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
6 yd Recycling Compactor	\$50.00	\$70.00	\$90.00	\$110.00	\$130.00

(c) Optional services available for commercial front load containers are established as follows:

- | | | |
|-----|---|--|
| (1) | On-call special container service
(not for construction material or residential use) | 6 yds— \$50.00 \$55.00/pickup
8 yds— \$60.00 \$65.00/pickup |
| (2) | Special container delivery charge | \$55.00/container |
| (3) | Servicing containers with locks | \$45.00 one-time charge |
| (4) | Servicing containers with casters | \$20.00/month |

SECTION 4. That Chapter 13, Article 13.06 of the Code of Ordinances of the City of Sherman, Texas, entitled “Solid Waste”, be amended at Section 13.06.088 to read as follows:

Sec. 13.06.088 Charges for commercial roll-off containers

- (a) Deposits for commercial compacted roll-off containers will be quoted on an individual basis.
- (b) Deposits for commercial roll-off containers are established as follows:

<u>Cubic Yards</u>	<u>Deposit</u>
20	\$300.00
30	\$350.00
40	\$400.00

(c) Deposits for commercial roll-off containers containing non-compactable waste are established as follows:

<u>Cubic Yards</u>	<u>Deposit</u>
20	\$575.00
30	\$650.00

(d) Service charges for commercial roll-off containers are established as follows:

<u>Open Top Container – Size in Cubic Yards</u>	<u>Pull Charge</u>
20 cy (Waste)	\$250.00 \$255.00
30 cy (Waste)	\$325.00 \$335.00
40 cy (Waste)	\$400.00 \$410.00
30 cy (Recycle)	\$125.00 \$130.00
40 cy (Recycle)	\$175.00 \$180.00
20 cy (Non-compactable)	\$475.00 \$485.00
30 cy (Non-compactable)	\$725.00 \$745.00

<u>Compacted Container – Size in Cubic Yards</u>	<u>Pull Charge</u>
20 cy (Waste)	\$275.00 \$280.00
30 cy (Waste)	\$350.00 \$360.00
35 cy (Waste)	\$400.00 \$410.00
40 cy (Waste)	\$450.00 \$460.00

30 eu (OCC Recycle)	\$175.00 \$180.00
40 eu (OCC Recycle)	\$225.00 \$230.00

(e) Additional charges for commercial roll-off containers are established as follows:

- | | | |
|-----|--|----------------|
| (1) | Open top container rental | \$55/month |
| (2) | Container delivery charge | \$40/container |
| (3) | 40 yard receiver rental | \$85/month |
| (4) | After hours pull charges (5 p.m.–7 a.m. Monday-Friday; Saturday; Sunday) | \$85/pull |
| (5) | Self-contained compactor rental | |
| | 30 Yard | \$110/month |
| | 35 Yard | \$130/month |
| (6) | <u>Special waste.</u> Charge will include the appropriate container pull charge as shown in the above tables, plus any additional disposal fees assessed by the landfill, and any additional hauling or documentation fees required to properly dispose of the material. | |
| (7) | Container reset fee (due to delinquent account): \$35/occurrence. | |

SECTION 5. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 6. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 7. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 8. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2010.

ADOPTED on this the _____ day of _____, 2010.

EFFECTIVE DATE on this the _____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5672

**Amending Chapter 13 of the Code of Ordinances, entitled “Utilities”,
at Article 13.08, entitled “Utility Billing”, at Sections 13.08.005 and 13.08.006,
Revising Rates for Water and Sewer for Fiscal Year 2010-2011**

Issue

Increase in water and sewer rates

Background

As part of the budget process for the 2010-2011 fiscal year, the Council approved an increase in water and sewer rates to offset increasing costs and declining revenues in the Utility Fund. This ordinance increases water and sewer rates by 6%, which is expected to generate about \$900,000 to \$1 million in additional annual revenue. The rate increase will take effect October 1, 2010.

Origination

City Council

Financial Consideration

This rate change is expected to generate an additional \$900,000 to \$1 million in revenue.

Staff Recommendation

Staff recommends adoption of the ordinance.

Alternatives

The Council could elect not to increase rates or could adopt rates different than those proposed.

Attachments

Ordinance No. 5672

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

ORDINANCE NO. 5672

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", AT ARTICLE 13.08, ENTITLED "UTILITY BILLING", AT SECTIONS 13.08.005 AND 13.08.006, REVISING RATES FOR WATER AND SEWER FOR FISCAL YEAR 2010-2011; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That Chapter 13, Article 13.08, Section 13.08.005 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

Sec. 13.08.005 Water rates

(a) Water furnished by the city to a customer, other than any customer who dwells or resides in a multiunit dwelling within the city limits shall be charged for at the following rates for the fiscal year beginning October 1, ~~2009~~ 2010 for the first fifteen hundred (1,500) gallons of water used according to meter size and unit of measurement of the meter register:

Meter Sizes (in inches)	Monthly Amount <u>Oct 1, 2009 2010</u>
5/8 or 3/4	\$18.48 19.59
1	\$36.42 38.61
1-1/2	\$73.20 77.59
2	\$124.71 132.19
3	\$271.87 288.18
4	\$477.89 506.56
6	\$1,066.53 1,130.52
8	\$1,890.63 2,004.07
10	\$2,950.19 3,127.20

(b) Volume charge. Except as noted below, the charge for all water consumed in excess of the minimum fifteen hundred (1,500) gallons shall be billed at a rate of two dollars and ~~sixty-four~~ *eighty* cents (~~\$2.64~~ 2.80) per one thousand (1,000) gallons of water used for the rates beginning October 1, ~~2009~~ 2010. Water meters utilized for lawn sprinkling systems shall be charged according to meter size plus the consumption rate of two dollars and ~~sixty-four~~ *eighty* cents (~~\$2.64~~ 2.80) per one thousand (1,000) gallons of water used in excess of the minimum fifteen hundred (1,500) gallons during months of July through October, beginning October 1, ~~2009~~ 2010. During the billing months of November through June of any fiscal year, such water sprinkler meters shall be billed a minimum monthly charge as would be billed to a 5/8-inch or 3/4-inch meter.

(c) All multiunit dwellings within the city shall be charged for water consumption and availability utilizing the following formula:

Gallons Calculation Beginning October 1, ~~2009~~ 2010:

(number of units X ~~\$18.48~~ 19.59) +

$$\frac{(\text{gallons of water used}) - (\text{number of units} \times 1,500 \text{ gallons})}{1,000} \times$$

~~\$2.64~~ 2.80 = Billing

(d) All customers whose combined average daily use for the past twelve (12) months exceeds 700,000 gallons per day shall be charged for water consumption at the same rates as stated in the above subsections. The customers who qualify for this subsection shall receive a rebate, to be paid annually, calculated as follows:

Water Rebate = Total annual water revenues for previous twelve (12) months X .05.

SECTION 2. That Chapter 13, Article 13.08, Section 13.08.006 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

Sec. 13.08.006 Sewer charges

(a) All persons using the sanitary sewer system and lines of the city shall be charged as follows:

- (1) Sewage charges. The sewage charge will be based upon the amount of water used. Each sanitary sewer system customer, except multiunit dwelling complexes, shall be charged for sewage at the following rates:

Amount

**Minimum Charge, Whether
1,500 Gallons of Water are Used**

Oct 1, 2009-2010

First 1,500 gallons of
water used

\$ ~~6.63~~ 7.03

Additional charges shall be ~~two dollars and eighty-three cents~~ *three dollars (\$2.83 3.00)* for each one thousand (1,000) gallons used above the fifteen hundred (1,500) gallons minimum charge for fiscal year beginning October 1, ~~2009~~ 2010. For residential living units, the maximum sewer charge will be ~~twenty-seven dollars and eighty-five cents~~ *twenty-nine dollars and fifty-three cents (\$27.85 29.53)* per residential living unit for fiscal year beginning October 1, ~~2009~~ 2010.

(b) For multiunit dwelling complexes, the total sewage charge will be based on the amount of water used and will be the lower figure calculated from either of the two (2) following formulas:

Gallons Calculation Beginning October 1, ~~2009~~ 2010:

(number of dwelling units X ~~\$6.63~~ 7.03) +

$$\frac{(\text{gallons of water used}) - (\text{number of units X 1,500 gallons})}{1,000} \times \$2.83 \ 3.00$$

or

number of dwelling units X ~~27.85~~ 29.53

(c) Industrial surcharge. An additional surcharge is to be added to the above charge for the total sewage charge whenever the customer's sewage exceeds that of normal domestic wastewater, as defined in article 13.07, Water, Sewers and Sewage Disposal, section 13.07.140. The industrial waste surcharge represents an apportionment of the cost of handling the excess load imposed on the sewage treatment plant by wastes stronger than "normal domestic wastewater." The amount of surcharge shall reflect the cost incurred by the city in removing the excess BOD and TSS, as determined by regularly monitored effluent. During the fiscal year beginning October 1, ~~2009~~ 2010, industrial surcharges shall be calculated and charged for at the following rates:

$$Cu - Vu [B(Bu - 250 \text{ mg/l}) + S(Su - 250 \text{ mg/l})]$$

Where:

Cu is the surcharge for users X;

Vu is the billing volume for user X per 1,000 gallons;

Bu is the tested BOD levels for user X or 250 mg/l, whichever is greater;

B is the unit cost factor for treating one (1) unit of BOD per 1,000 gallons (\$0.003035);

Su is the tested TSS level for user X or 250 mg/l, whichever is greater;

S is the unit cost factor for treating one (1) unit of TSS per 1,000 gallons (\$0.002231).

SECTION 3. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 4. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity of effectiveness of the remainder of the ordinance.

SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2010.

ADOPTED on this the _____ day of _____, 2010.

EFFECTIVE DATE on this the _____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S SHELBY,
CITY ATTORNEY**



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. B.3

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5671 and 5672

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5671

Amending Chapter 13 of the Code of Ordinances, entitled “Utilities”, at Article 13.06, entitled “Solid Waste”, at Sections 13.06.005, 13.06.086, 13.06.087, and 13.06.088 to Increase Certain Solid Waste Fees

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5672

Amending Chapter 13 of the Code of Ordinances, entitled “Utilities”, at Article 13.08, entitled “Utility Billing”, at Sections 13.08.005 and 13.08.006, Revising Rates for Water and Sewer for Fiscal Year 2010-2011



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. B.4

ADOPTION OF ORDINANCE NO. 5666

Providing for the Levy of Ad Valorem Taxes for the City of Sherman, Texas, for the Tax Year 2010; Distributing the Same Among the Various Funds; Providing for a Penalty and Interest for Failure to Pay the Taxes Levied within the Time Provided by Law

Issue

To consider the adoption of the Ad Valorem Tax Rate proposed for the upcoming fiscal year, as mandated by revisions in the State of Texas Truth-In-Taxation Laws

Background

The effective tax rate is the rate that yields the same amount of revenue as the prior year on property that is taxed in both years. This year's effective tax rate is \$0.325576, with a rollback rate of \$0.338993. At the Budget Workshop in June, the City Council directed that the actual total tax rate be set at \$0.320000 per \$100 valuation. The City will not be using ad valorem taxes to pay debt service on Certificates of Obligation, so the tax rate will have only a Maintenance & Operations (M&O) component, which will be the full rate of \$.320000 per \$100 valuation.

The introduction and public hearing of this ordinance was held at the September 7th Council meeting. Adoption of the ordinance is the final action to be taken on the tax rate.

Origination

Assistant City Manager/CFO

Financial Consideration

The proposed tax rate will generate approximately \$7.0 million in property tax revenues.

Staff Recommendation

Based on the Budget Workshop and discussion of the draft budget, the staff recommends the adoption of the tax rates as indicated above.

Alternatives

No other alternatives are offered at this time since publication of rates and notices have already been made to the public; and changing the proposed rates would require re-publication of notices and setting additional public hearings.

Attachments

Ordinance No. 5666

"2010 Property Tax Rates in CITY OF SHERMAN"

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

ORDINANCE NO. 5666

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE LEVY OF AD VALOREM TAXES FOR THE CITY OF SHERMAN, TEXAS, FOR THE TAX YEAR 2010; DISTRIBUTING THE SAME AMONG THE VARIOUS FUNDS; PROVIDING FOR A PENALTY AND INTEREST FOR FAILURE TO PAY THE TAXES LEVIED WITHIN THE TIME PROVIDED BY LAW; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That there be, and there is hereby, levied and shall be collected a Maintenance and Operations (M&O) ad valorem tax of \$0.320000/\$100 Dollars (\$0.320000) on all taxable property situated within the corporate limits of the City of Sherman on the first day of January, A.D., 2010, and not exempt from taxation by the constitution and laws of the State of Texas, apportioned as follows, to-wit:

FOR GENERAL FUND EXPENDITURES, \$0.320000 on each One Hundred Dollars (\$100.00) assessed valuation of such property.

SECTION 2. That a penalty shall be charged and collected from all persons who do not pay their taxes prior to the first day of February, 2011. Penalty charges shall be in accordance with the following schedule:

If paid in February, 2011	6%
If paid in March, 2011	7%
If paid in April, 2011	8%
If paid in May, 2011	9%
If paid in June, 2011	10%
If paid on or after July 1, 2011	12%

All delinquent taxes shall accrue interest from the date of delinquency at the rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Pursuant to Section 33.07 of the Texas Property Tax Code, an additional penalty of 15% of the amount of taxes, penalty and interest that remain due after July 1, 2011, shall be assessed to defray the cost of collection.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2010.

ADOPTED on this the _____ day of _____, 2010.

EFFECTIVE DATE on this the _____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

2010 Property Tax Rates in CITY OF SHERMAN

This notice concerns 2010 property tax rates for CITY OF SHERMAN. It presents information about three tax rates. Last year's tax rate is the actual rate the taxing unit used to determine property taxes last year. This year's effective tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's rollback tax rate is the highest tax rate the taxing unit can set before taxpayers can start tax rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

Last year's tax rate:

Last year's operating taxes	\$6,127,051
Last year's debt taxes	\$403,920
Last year's total taxes	\$6,530,971
Last year's tax base	\$2,040,928,438
Last year's total tax rate	0.320000/\$100

This year's effective tax rate:

Last year's adjusted taxes (after subtracting taxes on lost property)	\$6,067,224
+ This year's adjusted tax base (after subtracting value of new property)	\$1,863,534,224
= This year's effective tax rate	0.325576/\$100

(Maximum rate unless unit publishes notices and holds hearings.)

This year's rollback tax rate:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhance indigent health care expenditures)	\$9,290,371
+ This year's adjusted tax base	\$1,863,534,224
= This year's effective operating rate	0.498535/\$100
x 1.08 = this year's maximum operating rate	0.538417/\$100
+ This year's debt rate	0.000000/\$100
= This year's total rollback rate	0.538417/\$100
- Sales tax adjustment rate	0.199424/\$100
= Rollback tax rate	0.338993/\$100

Statement of Increase/Decrease

If CITY OF SHERMAN adopts a 2010 tax rate equal to the effective tax rate of 0.325576 per \$100 of value, taxes would decrease compared to 2009 taxes by \$393,609.

Schedule A - Unencumbered Fund Balances

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
MAINTENANCE & OPERATIONS	\$3,948,263
INTEREST & SINKING	\$214,159

Schedule B - 2009 Debt Service

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
2008 Cert. of Oblig.	\$185,000	\$171,317	\$0	\$356,317
2009 Cert. of Oblig.	\$140,000	\$136,941	\$0	\$276,941
2009A Cert. of Oblig.	\$115,000	\$124,463	\$0	\$239,463
Total Required for 2010 Debt Service				\$872,721
- Amount (if any) paid from funds listed in Schedule A				\$872,721
- Amount (if any) paid from other resources				\$0
- Excess collections last year				\$0
= Total to be paid from taxes in 2010				\$0
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2010				\$0
= Total Debt Levy				\$0

Schedule C - Expected Revenue from Additional Sales Tax

In calculating its effective and rollback tax rates, the unit estimated that it will receive \$3,759,298 in additional sales and use tax revenues.

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at 100 W. Houston Sherman, TX 75090.

Name of person preparing this notice: JOHN RAMSEY RTA
Title: TAX ASSESSOR - COLLECTOR GRAYSON COUNTY
Date Prepared: July 27, 2010

08/08/2010



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. B.5

CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

C.2 * RESOLUTION NO. 5524

Authorizing Execution of Agreements with the Sherman Housing Authority, the Texoma Area Paratransit System, Inc., the Grayson County Crisis Center, the Boys & Girls Club of Sherman, Inc., the Child & Family Guidance Center of Texoma, and the City of Sherman Parks & Recreation Department for the Use of Community Development Block Grant Funds

C.3 * RESOLUTION NO. 5525

Awarding a Bid to and Authorizing the Execution of a Contract with IESI TX Corporation for Residential Commingled Recycling Processing Services

C.4 * RESOLUTION NO. 5526

Awarding a Bid to and Authorizing the Execution of a Contract with Pratt Industries, Inc. for Cardboard Recycling Processing Services

C.5 * RESOLUTION NO. 5527

Awarding a Bid to and Authorizing Execution of a Contract with Renda Environmental, Inc. for the 2010-2013 Biosolids Project at the Sherman Wastewater Treatment Plant



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. C.1

RESOLUTION NO. 5523

**Supporting Locally Governed Community Center MHMR Services of Texoma
as the Most Effective and Cost Efficient Means to Manage and Deliver Services for Texans
with Intellectual and Developmental Disabilities and Serious Mental Illness
in Cooke, Fannin and Grayson Counties**

Issue

To support MHMR Services of Texoma and their mission to serve the needs of Cooke, Fannin and Grayson Counties

Background

MHMR Services of Texoma is seeking the City of Sherman's support as they face the possibility of reduced funding from the State of Texas, which could decrease the level of services they are able to provide to persons with mental and developmental disabilities in Cooke, Fannin and Grayson Counties. Should the Council approve this request for support, MHMR Services of Texoma will present the City's resolution to the Texas Legislators as a "do no harm" request for community centers and their communities during the upcoming legislative session.

Origination

Mayor Bill Magers

Tony Maddox, Executive Director of MHMR Services of Texoma

Financial Consideration

There is no financial impact to be considered.

Staff Recommendation

It is recommended that the City Council approve this resolution to support MHMR Services of Texoma.

Alternatives

The Council could decide not to support this request.

Attachments

Mr. Maddox's correspondence of September 3, 2010
MHMR Services of Texoma – Grayson County Report
Resolution No. 5523

Prepared and Approved by:
George Olson, City Manager



Mental Health Mental Retardation Services Of Texoma

Mailing Address P.O. Box 1087 Sherman, Texas 75091-1087

Mayor Bill Magers
City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106

September 3, 2010

Dear Mayor Magers:

Administration
903-957-4700
903-957-3416 Fax

**Adult Mental
Health Services**
903-957-4701
903-957-4730 Fax

**Child & Adolescent
Mental Health**
903-957-4820
903-957-3414 Fax

**Early Childhood
Intervention**
903-957-4810
903-957-3415 Fax

As you are probably aware, many of the agencies affiliated with the state are facing significant funding reductions as a result of the state's current budgetary crisis. While it is a reality that the state must meet this difficult challenge, it is also a reality that cutting community mental health and mental retardation centers will cost the state a substantially greater amount than any savings to be gained. **Most of the impact of funding cuts for community centers will be experienced by local units of government.**

If mental health services are cut through state budget reductions; and they likely will be if local governments do not alert their legislators that this "quick fix" will cause much more harm than any immediate gain; the impact of persons not remaining stable in their community, and crisis interventions not being provided at least at the current level, will be grave. Calls for intervention by law enforcement will increase, more people will be seen in local emergency rooms, more people will be jailed, and there will be an increase in judicial processing and medical costs for unfunded persons who could have been managed without detainment and incarceration.

Budget reductions for state operated mental disability facilities are also being considered. With state facilities already operating beyond capacity and placing great stress on local Sheriff Departments and court systems, the outcome of a combination of community center and state facilities budget reductions present a bleak picture for already overwhelmed stakeholders.

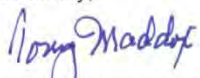
The cost for reduction of local services to persons with mental and developmental disabilities cannot be easily seen at this time because most of over 3,000 people with severe impairments served each year by your center; all of whom reside in Cooke, Fannin, and Grayson Counties; have remained stable as a result of existing services.

Physical Address 315 W. McLain Sherman, Texas 75092
Serving Locations: Bonham, Denison, Gainesville, and Sherman, Texas
An Equal Opportunity/Affirmative Action Employer

The burden of any budget cuts will be great; costing tens of thousands of dollars each month; with increased demands on emergency rooms, law enforcement, and judicial and corrections systems. We ask that the Council approve and sign the enclosed resolution of support for community centers. This resolution will be presented to legislators as a "do no harm" request for community centers and their communities during the upcoming legislative session. Your deliberate consideration of this resolution will be greatly appreciated, and we ask that you return a signed copy in the enclosed stamped envelope at your earliest opportunity.

You have recently been sent, under another cover letter, the enclosed report on services provided by your community mental health and mental retardation center through the first three quarters of this fiscal year. We plan to send this report to you in the future on a quarterly basis. If you would like to have other information included in the report, or if you have any questions about the accompanying resolution, please do not hesitate to contact me at 903-957-4867 or at tmaddox@mhmrst.org.

Sincerely,

A handwritten signature in blue ink that reads "Tony Maddox". The signature is written in a cursive, flowing style.

Tony Maddox, Executive Director

MHMR SERVICES OF TEXOMA COUNTY REPORT

COUNTY: Grayson

From 9/1/2009 to 5/31/2010, MHMR Services of Texoma (the Center) has spent **\$85,681.65** on medications in this county. The Center has also acquired **\$478,678.33** in free drugs through samples and Patient Assistance Programs.

The Center has provided services to:

- 1470** Adults with mental illness
- 187** Children/Adolescents with mental illness
- 200** Individuals with Intellectual/Development Disabilities
- 353** Children from birth to age 3 (Early Childhood Intervention)

The Center has also completed **510** face-face crisis assessments (this number does not include the crisis hotline calls that were resolved over the phone and did not require a face-face assessment.)

If you need/want additional information, please contact Tony Maddox, Executive Director at 903-957-4867 or via email: tmaddox@mhmrst.org

RESOLUTION NO. 5523

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, SUPPORTING LOCALLY GOVERNED COMMUNITY CENTER MHMR SERVICES OF TEXOMA AS THE MOST EFFECTIVE AND COST EFFICIENT MEANS TO MANAGE AND DELIVER SERVICES FOR TEXANS WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES AND SERIOUS MENTAL ILLNESS IN COOKE, FANNIN AND GRAYSON COUNTIES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Texas is the fastest growing state in our nation, representing the 2nd largest population; and

WHEREAS, the success, vitality and security of every Texas community depends on the good health and productivity of its citizens; and

WHEREAS, the American Association on Intellectual and Developmental Disabilities describes the challenges faced by nearly one (1) in ten (10) families affected by intellectual and developmental disabilities; and

WHEREAS, the U.S. Surgeon General reports that one (1) in five (5) people will have a mental illness in any given year that, if left untreated, can lead to lost productivity, unsuccessful relationships, significant dysfunction and continuing effect on children in their care; and

WHEREAS, studies consistently reaffirm our experience that adults and youth with serious mental illness who do not receive mental health care are twice as likely to spend time in jails and prisons and a high percentage of youth placed on probation are in need of mental health care; and

WHEREAS, an independent evaluation of the Crisis Services Redesign conducted by Texas A & M University found that direct and measurable reductions in the cost of services (including reduced hospitalization) completely covers the cost of the state's investment in the mental health crisis response system; and

WHEREAS, Texas utilizes the foundation of locally governed Community Centers of Texas to manage and deliver services across all 254 counties of our great state for one of the lowest funded disability service systems in the nation; and

WHEREAS, the Community Centers of Texas touch the lives of more than 400,000 Texans with intellectual and developmental disabilities, mental illness and substance use disorders each year; and

WHEREAS, the Community Centers of Texas strengthen and support our communities by delivering services that focus on recovery and self-determination to vulnerable populations; and

WHEREAS, MHMR Services of Texoma is locally controlled by a Board of Trustees comprised of dedicated volunteers, appointed by Sherman and, through this local governance structure, has developed and managed a valued, accountable system of public services for the citizens of a three-county area; and

WHEREAS, MHMR Services of Texoma provides oversight, manages, and delivers community-based services for more than 1,500 Texans each year; and

WHEREAS, in serving this vital function, MHMR Services of Texoma locally employs more than 160 professionals, direct service specialists and administrative personnel, engages a network of private providers and interacts with numerous local businesses for operational support; and

WHEREAS, MHMR Services of Texoma is instrumental in creating and maintaining strong collaborative partnerships throughout the community on behalf of Texans with intellectual and developmental disabilities, mental illness and their loved ones; and

WHEREAS, MHMR Services of Texoma serves as a catalyst for drawing resources to our community for the purpose of creating an integrated local service delivery system and defrays costs that would otherwise be a burden on local government by leveraging local, state and federal funds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the Sherman City Council supports and recognizes the locally governed Community Center, MHMR Services of Texoma, as the most effective and cost efficient means to manage and deliver services for Texans with intellectual and developmental disabilities and serious mental illness.

SECTION 2. That we call on our Texas leaders to maintain their investment in community-based services for people with intellectual and developmental disabilities and mental illness, particularly in an economic environment that creates an increased demand on public systems.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. C.2

*** RESOLUTION NO. 5524**

**Authorizing Execution of Agreements with the Sherman Housing Authority,
the Texoma Area Paratransit System, Inc., the Grayson County Crisis Center,
the Boys & Girls Club of Sherman, Inc., the Child & Family Guidance Center of Texoma,
and the City of Sherman Parks & Recreation Department for the Use of
Community Development Block Grant Funds**

Issue

Public Service Contracts for the Fiscal Year (FY) 2010 Community Development Block Grant (CDBG) Program

Background

The FY 2010 CDBG Program, previously adopted by the Sherman City Council via Resolution No. 5495 at the June 7, 2010 meeting, allocated certain CDBG funds to provide various public services through sub-recipient agencies. These agreements were designed to coincide with the CDBG funding cycle and covered the period of October 1, 2010, through September 30, 2011.

Origination

Theresa Caudle, CD Coordinator

Financial Consideration

Funds have been appropriately allocated through the specific public hearing and grant submission process as required by the U.S. Department of Housing and Urban Development.

Staff Recommendation

Staff recommends the Sherman City Council approve and authorize the City Manager to execute the required contract documents.

Alternatives

The Sherman City Council could choose to amend the FY 2010 Community Development Block Grant Statement/Action Plan as they deem necessary and appropriate.

Attachments

Resolution No. 5524

Resolution No. 5495

FY 2010 Community Development Block Grant Final Statement/Action Plan

Prepared by:

Theresa Caudle, CD Coordinator

Approved by:

George Olson, City Manager

RESOLUTION NO. 5524

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AGREEMENTS WITH THE SHERMAN HOUSING AUTHORITY, THE TEXOMA AREA PARATRANSIT SYSTEM, INC., THE GRAYSON COUNTY CRISIS CENTER, THE BOYS & GIRLS CLUB OF SHERMAN, INC., THE CHILD & FAMILY GUIDANCE CENTER OF TEXOMA, AND THE CITY OF SHERMAN PARKS & RECREATION DEPARTMENT FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form by the City Attorney, to execute agreements with the Sherman Housing Authority, the Texoma Area Paratransit System, Inc., the Grayson County Crisis Center, the Boys & Girls Club of Sherman, Inc., the Child & Family Guidance Center of Texoma, and the City of Sherman Parks & Recreation Department for the use of Community Development Block Grant Funds in accordance with the terms and provisions of the Agreements to be attached hereto and incorporated herein for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
BILL MAGERS, MAYOR

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

RESOLUTION NO. 5495

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PUBLICATION OF THE PROPOSED FINAL STATEMENT/ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR FISCAL YEAR 2010; AUTHORIZING SUBMISSION OF THE BLOCK GRANT APPLICATION; AUTHORIZING EXECUTION OF CERTAIN ASSURANCES OF COMPLIANCE IN CONNECTION WITH THE ADMINISTRATION AND CONDUCT OF THE COMMUNITY DEVELOPMENT PROGRAM FOR FISCAL YEAR 2010; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, under the Housing and Community Development Act of 1974, as amended, the City of Sherman is eligible to receive an estimated \$351,141.00 for fiscal year 2010, to be expended on eligible activities primarily benefiting low/moderate income families; and

WHEREAS, the Community Development Block Grant regulations require the opportunity for citizen participation in the development of the final statement and authorizing of the expenditure of such funds; and

WHEREAS, after proper notice was published in the Herald Democrat, a newspaper of general circulation in the City of Sherman, public hearings were held by said Community Development Staff to receive citizen participation and input on March 9, 2010 and June 7, 2010; and

WHEREAS, the City Council, after due consideration of the proposed Community Development Final Statement and of all matters raised at public meetings, is of the opinion that, unless public comment warrants revisions, said final statement should be submitted as the Community Development Application for the City of Sherman for the program year 2010 to the U.S. Department of Housing and Urban Development, in order to secure funding as provided herein;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the Community Development Final Statement, embodying those projects set forth on Attachment "A", attached hereto and made a part hereof for all purposes, is hereby approved and adopted as the Community Development Plan of the City of Sherman, Texas, for the program year 2010.

SECTION 2. That the City Council of the City of Sherman hereby certifies and assures the U.S. Department of Housing and Urban Development that development of this application for funds under the Housing and Community Development Act of 1974, as amended, and the implementation of the Block Grant Program will be conducted in accordance with all applicable provisions of the "Assurances" as required.

SECTION 3. That the City Manager of the City of Sherman is hereby authorized to execute, on behalf of the City of Sherman, the "Assurances" set forth on Attachment "B", attached hereto and made a part hereof for all purposes. These Assurances concern compliance with certain guidelines, regulations, and policies in preparation of this application and in conducting the Community Development Program of the City of Sherman.

SECTION 4. That the City Manager of the City of Sherman is hereby authorized to submit, as the Chief Executive Officer of the City of Sherman, and on behalf of the City of Sherman, the Community Development Final Statement and a certified copy of this resolution and all attachments thereto to the U.S. Department of Housing and Urban Development, in application for funds available to the City of Sherman under the Housing and Community Development Act of 1974, as amended. Said application shall be made on forms required by the U.S. Department of Housing and Urban Development.

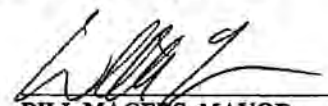
SECTION 5. That the City Manager of the City of Sherman is hereby authorized and designated to act as Chief Executive Officer in connection with this application, and is hereby authorized and directed to provide such additional information as may be required in connection with said application.

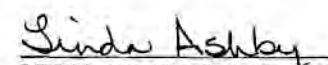
SECTION 6. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the 7th day of June, 2010.

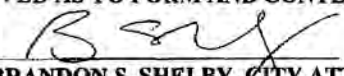
CITY OF SHERMAN, TEXAS

ATTEST:

BY: 
BILL MAGERS, MAYOR

BY: 
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: 
BRANDON S. SHELBY, CITY ATTORNEY

**CITY OF SHERMAN, TEXAS
FINAL STATEMENT/ACTION PLAN OF
COMMUNITY DEVELOPMENT OBJECTIVES
AND PROJECTED USE OF FUNDS FOR PROGRAM YEAR 2010**

GRANT NO: B-2010-MC-48-0027

The City of Sherman has received notice from the U.S. Department of Housing and Urban Development (HUD) that its entitlement grant for the Community Development Program (CDBG) for fiscal year 2010 is \$351,141.00. These funds will be received on October 1, 2010. Activities that directly benefit low and moderate-income persons will be available citywide. Other activities which have an area benefit will only be available in areas of the city which are populated by a majority of low and moderate-income persons. The City has met citizen participation requirements.

The City of Sherman's Consolidated Plan is a document which is required by the U.S. Department of Housing and Urban Development, and includes the following subjects: (1) Housing and Homeless Needs Assessment - A description of the jurisdiction's estimated housing needs for the ensuing five-year period; (2) Housing Market Analysis - A description of the significant characteristics of the jurisdiction's housing market, including supply, demand, condition and cost of housing and the housing stock and services available {i.e., public and assisted housing, homeless, elderly, frail elderly, persons with disabilities (mental/physical/developmental), persons with alcohol and other drug addictions, and persons with HIV/AIDS and related diseases; (3) Strategic Plan - A description of the five-year strategy and plan to address affordable housing, homelessness, other special needs and non-housing community development plan; and, (4) Action Plan - A description of the jurisdiction's one-year plan of activities to be undertaken during the coming year.

The overall goal of this community development planning and development program is to develop viable urban communities by providing decent housing, a suitable living environment and expanded economic opportunities principally for low and moderate-income persons of the City of Sherman. Therefore, based on these objectives, the following use of funds is being proposed:

**COMMUNITY DEVELOPMENT PROGRAM ACTION PLAN
PROGRAM YEAR 2010**

OWNER-OCCUPIED HOUSING REHABILITATION:..... \$195,000

A program of specific housing repairs will be provided to low and moderate income homeowners who reside within the city limits of Sherman, to bring their properties to code requirements. Expenditures will be limited to \$5,000 per housing unit under this activity. This activity will cause no displacement of low and moderate income persons.

FIRST-TIME HOMEOWNERSHIP PROGRAM:..... \$ 25,000

A program, in cooperation with local lending institutions, to provide technical, educational and financial assistance to low and moderate income first-time homebuyers through a variety of services, including basic closing-cost assistance, at a maximum of \$2,000.

DEMOLITION/CLEARANCE PROGRAM:.....\$ 20,241

A program to demolish vacant, substandard structures and clear property lots which pose a risk to health/safety of low-moderate income target neighborhoods.

PROGRAM ADMINISTRATION:.....\$ 70,000

The City proposes to use the Administration funds for personnel and support for all phases of the application process, environmental reviews, fair labor standard compliance, contract management, fair housing Grantee Performance Report, preparation of annual Action Plan and Performance Report associated with the City of Sherman Five-Year Consolidated Plan and Strategy.

PUBLIC SERVICE ACTIVITIES:

Sherman Housing Authority:.....\$ 10,000

A program to address the problems of drug abuse and associated crime in public housing. Activities include increasing law enforcement services to stop the sale of illegal drugs in and around assisted housing, apprehend sellers of such drugs and an overall reduction of crime in the assisted housing area.

Texoma Area Paratransit System, Inc:	\$ 20,000
A program that will provide transportation assistance to low and moderate income individuals who reside within the city limits of Sherman including transportation to and from work, to and from school, and to doctor and grocery trips for the elderly.	
Crisis Center:	\$ 5,000
A program of activities that will provide emergency assistance to homeless women and children of domestic violence, who at one time, resided within the city limits of Sherman.	
Child & Family Guidance Center of Texoma:	\$ 2,800
A program to provide counseling services for family dysfunction, alcohol and substance abuse, domestic violence and sexual abuse for the low and moderate income adult Sherman residents.	
Boys & Girls Club of Sherman, Inc:	\$ 1,500
A program to provide scholarships for the low and moderate income Sherman youth. Scholarship funding will provide the opportunity for low/moderate income youth to participate in organized sports activities that would not otherwise be able to participate.	
City of Sherman Parks & Recreation:	\$ 1,600
A program to provide scholarships for the low and moderate income Sherman youth. Scholarship funding will provide the opportunity for low/moderate income youth to participate in organized activities that would not otherwise be able to participate.	
TOTAL PROGRAM ALLOCATION:	\$351,141

The City of Sherman seeks, through the following program objectives, to improve housing conditions, neighborhood appearance, employment opportunities, and the overall quality of life for low and moderate-income citizens. No activities will be undertaken which cause involuntary displacement of persons.

CITY OF SHERMAN COMMUNITY DEVELOPMENT OBJECTIVES

1. Encourage citizen participation and input to obtain maximum public involvement in program activities.
2. Promote the rehabilitation and repair of deteriorating housing through the City's rehabilitation program.
3. Promote homeownership opportunities for low-moderate income persons through the City's First-time Homeownership closing cost assistance program.
4. Eliminate slum and blight through the removal of structures that create unsafe, unsanitary and hazardous situations for the public.
5. Promote drug elimination programs for low and moderate income assisted housing families/households.
6. Provide support for transportation assistance to low and moderate income persons.
7. Provide support for provision of emergency shelter/assistance to the homeless.
8. Assist in providing counseling services to youth and adults from low and moderate income families.
9. Assist in providing youth activities for children from low and moderate income families.

The Action Plan of Community Development Objectives and Projected Use of Funds for Program Year 2010 are available in the Community Development Office of the City of Sherman. Any citizen or agency interested in commenting on this Final Statement of Objectives is invited to submit written comments c/o Theresa Caudle, CD Coordinator, City of Sherman, P. O. Box 1106 Sherman, TX 75091-1106. Written comments must be received prior to 5:00 p.m. on Monday, July 12, 2010. A summary of comments received will be made a part of the summary of citizen participation of this Plan.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5525**

Awarding a Bid to and Authorizing the Execution of a Contract with IESI TX Corporation for Residential Commingled Recycling Processing Services

Issue

To consider authorizing the City Manager to sign a contract providing for the processing of residential recycling by IESI TX Corporation of McKinney, Texas

Background

The City's current contract with Allied Waste Services of Plano, Texas, for the processing of commingled recycled material will expire on September 30, 2010. Staff sent a Request for Bid (RFB) on August 4, 2010, to the four existing north Texas material recovery facilities (MRF). On August 20, 2010, proposals were received from Allied Waste Services, IESI TX Corporation (McKinney), Pratt Industries (Denton), and Greenstar Recycling (Garland). Proposers were asked to quote their processing fee based upon (1) taking both cardboard and residential commingled recyclables, and (2) taking either commodity singly. Following staff's evaluation of the proposals, it was determined that it would be to the City's advantage to award the contract for residential commingled processing to IESI TX Corporation because of its proximity to Sherman, which reduces transportation costs. The bid tabs reflected below are net revenues to the City after processing fees, but excluding transportation costs.

Origination

Department of Public Works

Financial Consideration

The financial goal of the recycling program is to maximize the amount of waste recycled, avoid landfill costs, and generate revenue to help defer the cost of the program. With additional processing facilities now operating in North Texas, the City received very competitive bids. This provided the City with an opportunity to analyze the sale of its recycling commodities based on multiple pricing offers and facility criteria and optimize revenue.

Staff Recommendation

Authorize the City Manager to execute a contract with IESI TX Corporation for commingled recycling processing.

Alternatives

Those as may be directed by the City Council

Attachments

Bid Tab

Resolution No. 5525

Contract

Prepared by:

Don Keene, Exec. Director - Planning and Public Works

Approved by:

George Olson, City Manager

**CITY OF SHERMAN, TEXAS
RESIDENTIAL COMMINGLED AND CARDBOARD
RECYCLING PROCESSING SERVICES**

BID TABULATION

	IESI TX Corporation	Pratt Industries	Greenstar Recycling	Republic Services/ Allied Waste
Single Stream Commingled Recycling	\$32/ton*	\$35/ton	No Bid	\$20.50/ton
Cardboard	\$75/ton*	\$115/ton*	\$95/ton*	\$52.50/ton

*** Prices will vary with the SWOBM recycling market and reflect September 2010 pricing.**

RESOLUTION NO. 5525

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH IESI TX CORPORATION FOR RESIDENTIAL COMMINGLED RECYCLING PROCESSING SERVICES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed contract from IESI TX Corporation of McKinney, Texas, and subject to all contract documents being properly completed and approved as to form and content by the City Attorney and subject to budget approval, to execute a contract with IESI TX Corporation for residential commingled recycling processing services in the same or substantially same form as the contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

**CONTRACT
BETWEEN
THE CITY OF SHERMAN AND IESI TX CORPORATION
FOR RESIDENTIAL COMMINGLED RECYCLING PROCESSING SERVICES**

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

THIS CONTRACT is made and entered by and between **IESI TX CORPORATION**, a corporation of the State of Texas, hereinafter referred to as “Contractor”, and the **CITY OF SHERMAN, TEXAS**, a home rule municipal corporation of the State of Texas, hereinafter referred to as “City”, to be effective upon approval of the Sherman City Council and subsequent execution by the Sherman City Manager or his designee.

WHEREAS, the City and Contractor have agreed to this contract for Residential Commingled Recycling Processing Services to provide for the Processing of Recyclable Materials in a single stream.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

I.

DEFINITIONS

Unless otherwise specified herein, the following terms shall have the following meanings:

1.1 “Collect”, “Collected”, and “Collection” shall mean and refer to the picking up and transporting of Recyclable Materials to the appropriate Processing Facility, identified herein, in compliance with applicable federal, state and local laws, statutes, ordinances, rules and regulations.

1.2 “Commingled Materials” shall mean all Recyclable Materials as herein defined.

1.3 “Agreement Year” shall mean a twelve (12) month period of time commencing upon the Effective Date hereof and, thereafter, any anniversary of the Effective Date.

1.4 “Equipment” shall mean all vehicles, containers, machinery, tools and equipment, as well as related supplies and materials, reasonably necessary for the Contractor’s performance hereunder.

1.5 “Gross Revenue” shall mean revenue received from the sale of Recyclable Materials provided by City hereunder before deductions for Processing Allowances are made.

1.6 “Market Price” shall mean revenue received from the sale of materials net of transportation costs to get materials to the buyer.

1.7 “Net Revenue” shall mean Gross Revenue minus Processing Allowances. No other deductions are permitted.

1.8 “Process”, “Processed”, and “Processing” shall mean all necessary steps and actions to prepare Recyclables for market, including actual sale of such Recyclables.

1.9 “Processing Allowances” shall mean the amount of money deducted from Gross Revenues as full compensation to Contractor for all costs of Processing Recyclables.

1.10 “Processing Facility” and “Facility” shall mean the facility located at 2138 Country Lane, McKinney, Texas 75069.

1.11 “Recyclables”, “Materials”, and “Recyclable Materials” shall mean the following individual commodities: aluminum cans, bi-metal and steel cans, including aerosol cans, glass, corrugated containers, cardboard, newspapers with inserts, magazines, all other types of clean and dry paper products, including phone books and junk mail, High Density Polyethylene (HDPE) & Polyethylene (PET) plastics with 1 thru 7 symbols, and any materials added pursuant to the terms of this Contract; provided, however, in no event shall such terms include hazardous materials as defined by applicable federal, state or local law.

1.12 “Recycling” shall mean the reclamation and/or recovery of all recyclable matter from the City’s solid waste recycling customers, including, but not limited to, glass, paper, plastic, tin, and aluminum.

1.13 “Single-Stream Recyclables” shall mean all recyclables collected in one stream, with no sorting required prior to processing.

II.

TERM OF CONTRACT

2.1 The initial term of this Contract shall be for a period of one (1) year beginning on the 1st day of October, 2010. This Contract is automatically renewable for an additional four (4) consecutive one (1) year terms under the same terms and conditions unless timely notice of non-renewal is given by the City. Notice of non-renewal shall be given not less than sixty (60) days prior to the expiration of each term.

2.2 Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Sherman, which fiscal year ends on September 30th of each year, shall be subject to Sherman City Council approval. In the event that the Sherman City Council does not approve the appropriation of funds for services provided under this contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations or liabilities hereunder.

III.

SCOPE OF WORK

Contractor shall provide all supervision, labor, materials and equipment necessary for processing and marketing of all residential Recyclables collected by City and delivered to Contractor's facility by the City of Sherman in accordance with the terms and conditions of this Contract. The Contractor shall maintain sufficient labor, materials and equipment to accommodate the timely and efficient processing of Single-Stream Recyclables to acceptable market specifications delivered to it by the City of Sherman.

IV.

COLLECTION

4.1 Collection Schedule. Contractor shall allow City to deliver Recyclable Materials for Processing at the Facility five (5) days a week (Monday through Friday) between the hours of 7:00 a.m. and 7:00 p.m., except for specified holidays and on Saturday when otherwise required by this contract. City shall provide Contractor with its holiday schedule at the beginning of each calendar year. Contractor will be given a thirty (30) day notice of any proposed permanent collection schedule changes. Permanent collection schedule changes shall be agreed upon in writing by the parties. Based upon need as determined by City, City may require Contractor to provide Processing services on a day or days other than those designated as a part of a regular collection schedule or holiday schedule, provided, however that, to the extent practicable, City shall give Contractor at least seven (7) days prior written notice with respect to such day or days. Notice shall be provided as specified herein. Notwithstanding the foregoing, City shall not require Processing services on Sundays.

4.2 Receipt of City Collected Materials. Contractor shall utilize reasonable efforts to minimize the time to weigh and off-load all City vehicles arriving at the Facility. Everyone's waste hauling vehicles shall be received and processed on a first-come first-served basis, and in

no event shall Contractor grant any preferences to Contractor's vehicles in prioritizing receipt of vehicles. Notwithstanding the foregoing, at no time shall the wait time for a City vehicle exceed thirty (30) minutes from the time of weigh-in by such vehicle to the time that unloading is complete. Contractor will provide a weight ticket to each City driver for each load delivered to Contractor. All scales and equipment used by Contractor to weigh such loads shall be calibrated and adjusted accordingly for accuracy at least one time per year by persons who are qualified to perform such tasks and who are deemed satisfactory by City; and Contractor shall be required to provide proof of such calibration and upon request by City.

4.3 Load Rejections. Contractor shall immediately notify City's Solid Waste Manager if a load received from one of the City's collection vehicles has a non-recyclable contamination rate higher than twenty five (25) percent. Contamination occurs when a material, other than a Recyclable Material as defined in this agreement at Section 1.10, page 2, is included as part of a load of Recyclable Materials. If Contractor determines that a load is questionable, Contractor shall move it to an area that does not interfere with the normal processing operation, so that further inspection can be made by the City. Since the contamination rate of a load will be a subjective judgment, the load will not be refused unless a Supervisor from the City is present at the Processing Facility and is in agreement that the load is unacceptable. City's representative shall arrive within two and one half hours of notice by Contractor. If City's representative fails to arrive within the stated time frame, Contractor may reject the contaminated portion of the load; however, Contractor shall notify City's Solid Waste Manager of the rejection by 7:00 p.m. of the same day. Such notice shall contain a detailed explanation of Contractor's reasons for rejection. In the event that the parties are unable to resolve a dispute regarding the contamination rate of a load deemed questionable by Contractor, Contractor shall sort the contents of the questionable load by commodity and weigh and Process each such commodity individually, except that materials claimed to be contaminants may be weighed without sorting or Processing. If after sorting, weighing and processing as specified above, the contamination rate for the load is higher than twenty five (25) percent, City shall pay all costs for disposal of the contaminants up to \$25.00 per ton. However, if the contamination rate for the load is equal to or less than twenty-five (25) percent, Contractor shall pay all costs for disposal of the contaminants.

4.4 Maintenance of Facility. The Processing Facility floor shall be kept clear of buildup of materials, including but not limited to newspapers, in order to allow the safe backing

of City vehicles into the receiving area. Contractor shall maintain the Processing Facility in a neat, orderly and safe manner at all times.

4.5 Location of Facility. City's selection of Contractor's services for Processing of Recyclables has been based largely upon the location of Contractor's Facility and the cost effectiveness of that location for City's Recycling program. Therefore, if at any time during the term or any extensions of this Agreement, Contractor intends to close or move the Processing Facility, the new location of the alternative Processing Facility must be provided to City in writing at least ninety (90) days prior to the date of closing or the date of the move, and such new location must be acceptable to the City. If City determines that the new location is unacceptable, in that the new location would increase City's collection and transportation costs, City and Contractor agree to re-negotiate Processing Fees under this Agreement during the ninety (90) day notice period. City agrees to negotiate in good faith; however, if the parties cannot reach an agreement, City may terminate this Agreement without penalty.

V.

MATERIALS PROCESSING

5.1 Recyclable Materials. City shall deliver all residential Recyclable Materials collected by City to the Processing Facility. Contractor shall process all residential Recyclable Materials collected by City. Processing shall include all necessary steps and actions to prepare Recyclables for market, including actual sale of such Recyclables, excluding residuals not able to be captured by separation. Title to all Recyclables shall pass to Contractor when such Recyclables are unloaded at the Processing Facility.

Deduction of Processing Allowances shall be the full and total compensation due to Contractor for all Processing services. If at any time during the term of this Contract, the market for Recyclables is such that Processing Allowances cannot be fully deducted from Gross Revenues such deficit shall be the sole obligation and responsibility of Contractor and shall not be carried forward and charged against City.

5.2 Materials Processed. If at any time during the term of this Agreement, City desires to add or remove materials from Processing, the parties shall in good faith negotiate the proposed addition or removal of recyclable materials and any increase or decrease of Processing Allowances.

VI.

CONSIDERATION

6.1 Calculation of Revenues for Commingled Recyclables. Commingled Recyclables consist of a variety of different types of recyclable commodities for which market demand and market price vary. The method for determining the revenue from commingled recyclables will be based upon the market price of #8 newsprint on the Southwest Official Board Market (SWOBM) in the first published issue of each month. Ninety percent (90%) of that price, less FORTY DOLLARS AND NO CENTS (\$40.00) per ton for processing, will determine the amount of revenue the Contractor will pay the City for each ton of processable recyclables delivered to the processing facility.

6.2 Analysis of Commingled Materials. Contractor shall determine the percentage of tons of Commingled Materials attributable to each Recyclable Material collected by City by conducting an annual analysis. In order to make such determination, Contractor shall sort by individual commodity the materials contained in all City recycling trucks on one (1) day each year. After sorting each truck, the weight of each commodity shall be documented. At the end of the day, the average weight of the sorts for each commodity will be used to determine the percentage of total Commingled tonnage attributable to each such commodity for the subsequent twelve (12) month period. City shall have the right to require that an additional analysis be performed on a day selected by the City and the resulting averages of both analysis shall apply.

VII.

PROCESSING ALLOWANCE

7.1 Request. The Processing Fee for the initial term of the contract shall be FORTY DOLLARS AND NO CENTS (\$40.00) per ton as specified in Section 6.01. No other fees or charges shall be assessed against City unless specifically set forth in this Contract.

VIII.

TOURS

Contractor shall provide educational tours to any Sherman organization or group on an appointment basis. The City may request tours outside of the normal educational tours and such tours shall be conducted by the Contractor on behalf of the City.

IX.

PERFORMANCE BOND

Contractor shall furnish a performance bond to the City guaranteeing Contractor's faithful performance of the Contract. The performance bond shall be in the amount of **ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$150,000.00)** and shall be valid for the term of this contract. The premium for such bond shall be paid by Contractor. A certificate from the surety company showing that the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be duly authorized to issue bonds within the State of Texas and shall provide an original Power of Attorney evidencing the authority of persons signing the bond on behalf of surety.

X.

AUDITS AND RECORD KEEPING

10.1 Right to Audit. Audits shall be conducted at the discretion of City. Contractor agrees that City shall, until the expiration of one (1) year after the close of the fiscal year of Contractor or after termination of this Contract, whichever occurs last, have the right to examine any pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract. Contractor agrees that City shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Contractor at least seven (7) days advance notice of intended audits. City shall pay costs incurred for the auditing services of a third party and for City staff involved in the audit; however, under no circumstances will City pay any out of pocket expenses incurred by Contractor. All marketing information shall be deemed proprietary and confidential but shall be available to City for audit purposes. Accordingly, unless otherwise required by law or court order, City shall not disclose such information to any third party.

10.2 Record Keeping. Contractor shall maintain detailed records and files on the weight of each material processed its market destination, buyer, price paid, revenue generated and other appropriate information, including any written agreements with brokers or purchasers of the Recyclable Materials. In addition to providing information pursuant to the audit provisions of this agreement, Contractor shall provide proof of transfer of Materials to end markets upon request of City. Upon request, Contractor shall submit to City an annual audit

financial statement detailing revenue along with the supporting schedule(s) from which the figures and other information on such statement was derived.

All marketing information shall be deemed proprietary and confidential but shall be available to City for audit purposes. Accordingly, unless otherwise required by law or court order, City shall not disclose such information to any third party.

10.3 Production of Documentation. Within fourteen (14) business days of City's request for documentation, Contractor shall submit to City all such requested documentation.

10.4 Interest. If as a result of its audit, City determines that Contractor has failed to pay the full amount of money due under the terms on this Contract, Contractor shall pay all such amounts, including interest thereon in full, within ten (10) days of demand by City. Interest shall accrue at the maximum rate allowed by law and shall begin accruing from the time that such moneys were initially due and payable to City under the terms of this Contract.

XI.

PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall comply with all safety rules and policies for the Processing Facility. Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the Facility and shall comply with all applicable provisions of Federal and State safety laws.

XII.

FORCE MAJEURE/LOSSES FROM NATURAL CAUSES

12.1 In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto, which directly and substantially affects its ability to perform the obligations of this agreement, then such party shall be excused from performance hereunder for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence. Notwithstanding the foregoing, in the event of a work stoppage or strike which directly and substantially interferes with Contractor's performance under this Contract, Contractor shall use its best efforts to continue to provide services as required hereunder during the work stoppage or strike.

12.2 Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, from the action of the elements, from any unforeseen circumstances in the prosecution of the same, from unusual obstructions or difficulties which may be encountered in the prosecution of the work, or from any of the causes listed in this paragraph, shall be sustained and borne by the Contractor at its sole cost and expense.

XIII.

INDEMNIFICATION

13.1 CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE PERFORMANCE OF THE WORK OR CAUSED BY THE NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). IN ADDITION, THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY.

13.2 CONTRACTOR AGREES TO RELEASE, DEFEND, INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED BY CONTRACTOR IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN SO DESIRED BY CITY, CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. IF CONTRACTOR FAILS SO TO DO TO THE SATISFACTION OF CITY, THE CITY MAY, AT CITY'S OPTION, EITHER PAY DIRECTLY ANY UNPAID BILLS OF WHICH CITY HAS WRITTEN NOTICE OR WITHHOLD FROM CONTRACTOR'S UNPAID COMPENSATION A SUM OF MONEY DEEMED REASONABLY SUFFICIENT TO LIQUIDATE ANY AND ALL SUCH LAWFUL CLAIMS UNTIL SATISFACTORY EVIDENCE IS FURNISHED THAT ALL LIABILITIES HAVE BEEN FULLY DISCHARGED, WHEREUPON PAYMENTS TO THE CONTRACTOR SHALL BE RESUMED IN FULL, IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT,

BUT IN NO EVENT SHALL THE PROVISIONS OF THIS SENTENCE BE CONSTRUED TO IMPOSE ANY OBLIGATION UPON CITY BY EITHER CONTRACTOR OR ITS SURETY.

13.3 CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS FOR WHICH CONTRACTOR IS LIABLE UNDER SECTIONS 13.01 AND 13.02 ABOVE. IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH A RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY IN DEFENSE OF CLAIMS FOR WHICH CONTRACTOR IS LIABLE UNDER THIS PARAGRAPH.

XIV.

COMPLIANCE WITH APPLICABLE LAWS

Contractor shall at all times observe and comply with all applicable Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and shall indemnify and save harmless City against any claim arising from the violation of any such laws, ordinances and regulations whether by Contractor or Contractor's employees, agents, subcontractors, or other third parties for whom Contractor is legally liable. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to City, Contractor shall bear all costs arising therefrom.

XV.

VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Grayson County, Texas and that exclusive venue shall lie in Grayson County, Texas.

XVI.

ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of all of its duties and obligations under this Contract. This Contract will not be assigned or sublet without the prior written consent of City, and no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion of feature of the work or materials required in the performance of this Contract shall not relieve Contractor from its full obligations to City as provided by this Contract.

XVII.

INDEPENDENT CONTRACTOR

Contractor covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omission of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

XVIII.

INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance as set forth in **Exhibit "A"**, a copy of which is attached hereto and incorporated herein.

XIX.

SEVERABILITY

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. Provided however, if any paragraph, section, subdivision, sentence, clause or phrase of this Contract which is material to the obligations of the parties hereunder, is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, either party may terminate this Contract by giving the other party thirty (30) days prior written notice.

XX.

TERMINATION

City reserves the right to terminate this Contract pursuant to Paragraph II above or immediately upon breach of any term or provision of this Contract by Contractor; or if at any time during the term of this Contract, Contractor closes or moves the Processing Facility to a site unacceptable to City and parties fail to successfully renegotiate as provided in Section 4.05, or if, except as expressly authorized under the terms of this Agreement, Contractor fails to transfer Recyclables to end markets, or if Contractor shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, then City shall have the right, if Contractor shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of a third-party therefore. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work is in excess of the amount that would have been paid to Contractor for such work under the terms of this Contract, Contractor shall be liable for and shall reimburse City for such excess.

XXI.

ENTIRE AGREEMENT

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

XXII.

CONTRACT INTERPRETATION

Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

XXIII.

SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

XXIV.

HEADINGS

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXV.

NOTICE

All notices, communications and reports required or permitted under this Contract, excluding routine reports and correspondence, shall be personally delivered or shall be sent by certified or registered mail, or hand delivered, to the respective representatives for the parties as designated below, unless and until either party is otherwise notified in writing by the other party of a change of address or designee. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

CITY:

City of Sherman
Engineering & Public Works Department
Attn: Don Keene
220 West Mulberry Street
Sherman, Texas 75091-1106
(903) 892-7035 (Phone)
(903) 891-7355 (Fax)

CONTRACTOR:

IESI TX Corporation
Attn: John Gustafson
Texas Regional Vice President
2138 Country Lane
McKinney, Texas 75069
(469) 452-8020 (Phone)
(972) 562-7486 (Fax)

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.
The effective date of this Contract shall be the date of City Council approval and subsequent execution by the City Manager or his designee.

CITY OF SHERMAN, TEXAS

IESI TX CORPORATION

By: _____
Name: George Olson
Title: City Manager
Date: _____

By: _____
Name: John Gustafson
Title: Texas Regional Vice President
Date: _____

**APPROVED AS TO FORM
AND CONTENT:**

By: _____
Brandon S. Shelby, City Attorney

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

 This instrument was acknowledged before me on the _____ day of _____,
2010, by JOHN GUSTAFSON, Texas Regional Vice President of IESI TX CORPORATION, a
Texas corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

 This instrument was acknowledged before me on the _____ day of _____,
2010, by GEORGE OLSON, City Manager of the CITY OF SHERMAN, TEXAS, a home rule
municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

EXHIBIT “A” INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor’s bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

ISO Form Number GL 0002 (ED 1/72) covering Comprehensive General Liability; and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability; or ISO Commercial General Liability coverage (“occurrence” Form CG 0001). “Claims made” form is unacceptable except for professional liability.

B. Minimum Limits of Insurance

Contractor shall maintain limits not less than:

Commercial General Liability: \$500,000 per occurrence for bodily injury, personal injury and property damage. \$1,000,000 Aggregate Policy will include coverage for a) Premises – Operations; b) Broad Form Contractual Liability; c) Products and Completed Operations; d) Use of Contractors and Subcontractors; e) Personal Injury; f) Broad Form Property Damage; g) Explosion Collapse and Underground (XCU) Coverage (when applicable), Fire Damage, Medical Expense. NOTE: The aggregate loss limit applies to each project.

C. Deductibles and Self-Insured Retentions

Any deductible or self-insured retentions must be declared to and approved by the City.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as “Additional Insureds” as respects liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under “Who is an Insured” automatically provides liability coverage in favor of the City.

b. The Contractor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insured's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after ten (10) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

The City prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than B:VI, or, A or better by Standard & Poors. This requirement will be waived for workers' compensation coverage only for those Contractors whose workers' compensation coverage is placed with companies who participate in the State of Texas Workers' Compensation Assigned Risk Pool. Professional Liability carriers will need to be approved by the Risk Manager.

F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5526**

**Awarding a Bid to and Authorizing the Execution of a Contract
with Pratt Industries, Inc. for Cardboard Recycling Processing Services**

Issue

To consider authorizing the City Manager to sign a contract providing for the processing of cardboard and brown fiber with Pratt Industries, Inc. located in Denton, Texas

Background

Pratt Industries recently opened a new material recovery facility (MRF) in Denton, Texas. Solid Waste Services has been hauling cardboard and brown fiber to the facility for the past few months due to their favorable pricing and the excellent transportation routes to the facility. Staff sent a Request for Bid (RFB) on August 4, 2010, to the four existing north Texas material recovery facilities. On August 20, 2010, proposals were received from Allied Waste Services (Plano), IESI TX Corporation (McKinney), Pratt Industries, Inc. (Denton), and Greenstar Recycling (Garland). Pratt Industries responded to the City's RFB by submitting the most favorable bid for the processing of cardboard and brown fiber. The bid tab attached reflects the City's net revenues from material sales, excluding the costs of transportation.

Origination

Department of Public Works

Financial Consideration

Cardboard and brown fiber are very valuable recycling commodities and are currently in considerable demand. Considering the volume of cardboard and brown fiber collected within the City, it is to our advantage to enter into a contract for the highest possible price (with a minimum floor price) and avoid excessive market fluctuations.

Staff Recommendation

Authorize the City Manager to execute a contract with Pratt Industries, Inc. for the processing of cardboard and brown fiber.

Alternatives

Those as may be directed by the City Council

Attachments

Bid Tabulation

Resolution No. 5526

Contract

Prepared by:

Don Keene, Exec. Director - Planning and Public Works

Approved by:

George Olson, City Manager

**CITY OF SHERMAN, TEXAS
RESIDENTIAL COMMINGLED AND CARDBOARD
RECYCLING PROCESSING SERVICES**

BID TABULATION

	IESI TX Corporation	Pratt Industries	Greenstar Recycling	Republic Services/ Allied Waste
Single Stream Commingled Recycling	\$32/ton*	\$35/ton	No Bid	\$20.50/ton
Cardboard	\$75/ton*	\$115/ton*	\$95/ton*	\$52.50/ton

*** Prices will vary with the SWOBM recycling market and reflect September 2010 pricing.**

RESOLUTION NO. 5526

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH PRATT INDUSTRIES, INC. FOR CARDBOARD RECYCLING PROCESSING SERVICES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed contract from Pratt Industries, Inc. of Denton, Texas, and subject to all contract documents being properly completed and approved as to form and content by the City Attorney and subject to budget approval, to execute a contract with Pratt Industries, Inc. for cardboard recycling processing services in the same or substantially same form as the contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

**CONTRACT
BETWEEN
THE CITY OF SHERMAN AND PRATT INDUSTRIES, INC.
FOR CARDBOARD RECYCLING PROCESSING SERVICES**

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

THIS CONTRACT is made and entered by and between **PRATT INDUSTRIES, INC.**, a corporation of the State of Texas, hereinafter referred to as “Contractor”, and the **CITY OF SHERMAN, TEXAS**, a home rule municipal corporation of the State of Texas, hereinafter referred to as “City”, to be effective upon approval of the Sherman City Council and subsequent execution by the Sherman City Manager or his designee.

WHEREAS, the City and Contractor have agreed to this contract for Recycling Processing Services to provide for the processing of cardboard and brown fiber.

For and in consideration of the covenants and agreements contained herein and for the mutual benefits to be obtained hereby, the parties agree as follows:

I.

DEFINITIONS

Unless otherwise specified herein, the following terms shall have the following meanings:

1.1 “Collect”, “Collected”, and “Collection” shall mean and refer to the picking up and transporting of Recyclable Materials, to the appropriate Processing Facility, identified herein, in compliance with applicable federal, state and local laws, statutes, ordinances, rules and regulations.

1.2 “Agreement Year” shall mean a twelve (12) month period of time commencing upon the Effective Date hereof and, thereafter, any anniversary of the Effective Date.

1.3 “Equipment” shall mean all vehicles, containers, machinery, tools and equipment, as well as related supplies and materials, reasonably necessary for the Contractor’s performance hereunder.

1.4 “Gross Revenue” shall mean revenue received from the sale of Recyclable Materials provided by City hereunder before deductions for Processing Allowances are made.

1.5 “Market Price” shall mean revenue received from the sale of materials net of transportation costs to get materials to the buyer.

1.6 “Net Revenue” shall mean Gross Revenue minus Processing Allowances. No other deductions are permitted.

1.7 “Process”, “Processed”, and “Processing” shall mean all necessary steps and actions to prepare Recyclables for market, including actual sale of such Recyclables.

1.8 “Processing Allowances” shall mean the amount of money deducted from Gross Revenues as full compensation to Contractor for all costs of Processing Recyclables.

1.9 “Processing Facility” and “Facility” shall mean the facility located at 1401 South Mayhill Road, Denton, Texas 76205.

1.10 “Recyclables”, “Materials”, and “Recyclable Materials” shall mean the following individual commodities: cardboard, brown fiber, and any materials added pursuant to the terms of this Contract; provided, however, in no event shall such terms include hazardous materials as defined by applicable federal, state or local law.

1.11 “Recycling” shall mean the reclamation and/or recovery of all recyclable matter from the City’s solid waste residential/commercial customers, including but not limited to, glass, cardboard, brown fiber, paper, plastic, tin, and aluminum.

II.

TERM OF CONTRACT

2.1 The initial term of this Contract shall be for a period of one (1) year beginning on the 1st day of October, 2010. This Contract is automatically renewable for an additional four (4) consecutive one (1) year terms under the same terms and conditions unless timely notice of non-renewal is given by the City. Notice of non-renewal shall be given not less than sixty (60) days prior to the expiration of each term.

2.2 CONTRACTOR and CITY herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Sherman, which fiscal year ends on September 30th of each year, shall be subject to Sherman City Council approval. In the event that the Sherman City Council does not approve the appropriation of funds for services provided under this contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated; and the parties shall have no further obligations or liabilities hereunder.

III.

SCOPE OF WORK

Contractor shall provide all supervision, labor, materials and equipment necessary for processing and marketing of all Recyclable Materials collected by City and delivered to Contractor’s facility by the City of Sherman in accordance with the terms and conditions of this Contract. The Contractor shall maintain sufficient labor, materials and equipment to

accommodate the timely and efficient processing of Recyclable Materials to acceptable market specifications delivered to it by the City of Sherman.

IV.

COLLECTION

4.1 Collection Schedule. Contractor shall allow City to deliver Recyclable Materials for Processing at the Facility five (5) days a week (Monday through Friday) between the hours of 7:00 a.m. and 7:00 p.m., except for specified holidays and on Saturday when otherwise required by this contract. City shall provide Contractor with its holiday schedule at the beginning of each calendar year. Contractor will be given a thirty (30) day notice of any proposed permanent collection schedule changes. Permanent collection schedule changes shall be agreed upon in writing by the parties. Based upon need as determined by City, City may require Contractor to provide Processing services on a day or days other than those designated as a part of a regular collection schedule or holiday schedule, provided, however that, to the extent practicable, City shall give Contractor at least seven (7) days prior written notice with respect to such day or days. Notice shall be provided as specified herein. Notwithstanding the foregoing, City shall not require processing services on Sundays.

4.2 Receipt of City Collected Materials. Contractor shall utilize reasonable efforts to minimize the time to weigh and off-load all City vehicles arriving at the Facility. Everyone's waste hauling vehicles shall be received and processed on a first-come first-served basis, and in no event shall Contractor grant any preferences to Contractor's vehicles in prioritizing receipt of vehicles. Notwithstanding the foregoing, at no time shall the wait time for a City vehicle exceed thirty (30) minutes from the time of weigh-in by such vehicle to the time that unloading is complete. Contractor will provide a weight ticket to each City driver for each load delivered to

Contractor. All scales and equipment used by Contractor to weigh such loads shall be calibrated and adjusted accordingly for accuracy at least one time per year by persons who are qualified to perform such tasks and who are deemed satisfactory by City; and Contractor shall be required to provide proof of such calibration and upon request by City.

4.3 Load Rejections. Contractor shall immediately notify City's Solid Waste Manager if a load received from one of the City's collection vehicles appears to have a non-recyclable contamination rate higher than twenty five (25) percent. Contamination occurs when a material, other than a Recyclable Material as defined in this agreement at Section 1.10, page 2, is included as part of a load of Recyclable Materials. If Contractor determines that a load is questionable, Contractor shall move it to an area that does not interfere with the normal processing operation so that further inspection can be made by the City. Since the contamination rate of a load will be a subjective judgment, the load will not be refused unless a Supervisor from the City is present at the Processing Facility and is in agreement that the load is unacceptable. City's representative shall arrive within two and one half hours of notice by Contractor. If City's representative fails to arrive within the stated time frame, Contractor may reject the contaminated portion of the load; however, Contractor shall notify City's Solid Waste Manager of the rejection by 7:00 p.m. of the same day. Such notice shall contain a detailed explanation of Contractor's reasons for rejection. In the event that the parties are unable to resolve a dispute regarding the contamination rate of a load deemed questionable by Contractor, Contractor shall sort the contents of the questionable load by commodity, and weigh and Process each such commodity individually, except that materials claimed to be contaminants may be weighed without sorting or Processing. If after sorting, weighing and processing as specified above, the contamination rate for the load is higher than twenty five (25) percent, City shall pay all costs for disposal of the

contaminants up to \$25.00 per ton. If the contamination rate for the load is equal to or less than twenty five (25) percent, Contractor shall also pay all costs for disposal of the contaminants.

4.4 Maintenance of Facility. The Processing Facility floor shall be kept clear of buildup of materials, including but not limited to newspapers, in order to allow the safe backing of City vehicles into the receiving area. Contractor shall maintain the Processing Facility in a neat, orderly and safe manner at all times.

4.5 Location of Facility. City's selection of Contractor's services for Processing of Recyclables has been based largely upon the location of Contractor's Facility and the cost effectiveness of that location for City's Recycling program. Therefore, if at any time during the term or any extensions of this Agreement, Contractor intends to close or move the Processing Facility, the new location of the alternative Processing Facility must be provided to City in writing at least ninety (90) days prior to the date of closing or the date of the move; and such new location must be acceptable to the City. If City determines that the new location is unacceptable, in that the new location would increase City's collection and transportation costs, City and Contractor agree to re-negotiate Processing Fees under this Agreement during the ninety (90) day notice period. City agrees to negotiate in good faith; however, if the parties cannot reach an agreement, City may terminate this Agreement without penalty.

V.

MATERIALS PROCESSING

5.1 Recyclable Materials. City shall deliver all cardboard collected by City to the Processing Facility. Processing shall include all necessary steps and actions to prepare cardboard and brown fiber for market, including actual sale of such cardboard, excluding residuals not able to be captured by separation. Title to all cardboard shall pass to Contractor when such cardboard is unloaded at the Processing Facility.

5.2 Materials Processed. If at any time during the term of this Agreement City desires to add or remove materials from Processing, the parties shall in good faith negotiate the proposed addition or removal of recyclable materials and any increase or decrease of Processing Allowances.

VI.

CONSIDERATION

6.1 Calculation of Revenues from Cardboard and Brown Fiber Processing.

Cardboard and brown fiber are recyclable commodities for which market demand and market price vary. The method for determining the revenue from delivered cardboard and brown fiber will be based upon the market price of #11 OCC on the Southwest Official Board Market (SWOBM) in the first published issue of each month. Revenues from the processing of all cardboard and brown fiber will at no time fall below FIFTY-FIVE DOLLARS AND NO CENTS (\$55.00) per ton floor.

VII.

TOURS

Contractor shall provide educational tours to any Sherman organization or group on an appointment basis. The City may request tours outside of the normal educational tours; and such tours shall be conducted by the Contractor on behalf of the City.

VIII.

PERFORMANCE BOND

Contractor shall furnish a performance bond to the City guaranteeing Contractor's faithful performance of the Contract. The performance bond shall be in the amount of **ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 (\$150,000.00)** and shall be valid

for the term of this contract. The premium for such bond shall be paid by Contractor. A certificate from the surety company showing that the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be duly authorized to issue bonds within the State of Texas and shall provide an original Power of Attorney evidencing the authority of persons signing the bond on behalf of surety.

IX.

AUDITS AND RECORD KEEPING

9.1 Right to Audit. Audits shall be conducted at the discretion of City. Contractor agrees that City shall, until the expiration of one (1) year after the close of the fiscal year of Contractor or after termination of this Contract, whichever occurs last, have the right to examine any pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract. Contractor agrees that City shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Contractor at least seven (7) days advance notice of intended audits. City shall pay costs incurred for the auditing services of a third party and for City staff involved in the audit; however, under no circumstances will City pay any out of pocket expenses incurred by Contractor. All marketing information shall be deemed proprietary and confidential but shall be available to City for audit purposes. Accordingly, unless otherwise required by law or court order, City shall not disclose such information to any third party.

9.2 Record Keeping. Contractor shall maintain detailed records and files on the weight of the cardboard processed, its market destination, buyer, price paid, revenue generated and other appropriate information, including any written agreements with brokers or purchasers

of the Recyclable Materials. In addition to providing information pursuant to the audit provisions of this agreement, Contractor shall provide proof of transfer of Materials to end markets upon request of City. Upon request, Contractor shall submit to City an annual audit financial statement detailing revenue along with the supporting schedule(s) from which the figures and other information on such statement was derived.

All marketing information shall be deemed proprietary and confidential but shall be available to City for audit purposes. Accordingly, unless otherwise required by law or court order, City shall not disclose such information to any third party.

9.3 Production of Documentation. Within fourteen (14) business days of City's request for documentation, Contractor shall submit to City all such requested documentation.

9.4 Interest. If as a result of its audit City determines that Contractor has failed to pay the full amount of money due under the terms on this Contract, Contractor shall pay all such amounts, including interest thereon in full, within ten (10) days of demand by City. Interest shall accrue at the maximum rate allowed by law and shall begin accruing from the time that such moneys were initially due and payable to City under the terms of this Contract.

X.

PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall comply with all safety rules and policies for the Processing Facility. Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the Facility and shall comply with all applicable provisions of Federal and State safety laws.

XI.

FORCE MAJEURE/LOSSES FROM NATURAL CAUSES

11.1 In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto, which directly and substantially affects its ability to perform the obligations of this agreement, then such party shall be excused from performance hereunder for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence. Notwithstanding the foregoing, in the event of a work stoppage or strike which directly and substantially interferes with Contractor's performance under this Contract, Contractor shall use its best efforts to continue to provide services as required hereunder during the work stoppage or strike.

11.2 Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, from the action of the elements, from any unforeseen circumstances in the prosecution of the same, from unusual obstructions or difficulties which may be encountered in the prosecution of the work, or from any of the causes listed in this paragraph, shall be sustained and borne by the Contractor at its sole cost and expense.

XII.

INDEMNIFICATION

12.1 CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS,

SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE PERFORMANCE OF THE WORK OR CAUSED BY THE NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). IN ADDITION, THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY.

12.2 CONTRACTOR AGREES TO RELEASE, DEFEND, INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED BY CONTRACTOR IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN SO DESIRED BY CITY, CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. IF CONTRACTOR FAILS SO TO DO TO THE SATISFACTION OF CITY, THE CITY MAY, AT CITY'S OPTION, EITHER PAY DIRECTLY ANY UNPAID BILLS OF WHICH CITY HAS WRITTEN NOTICE OR WITHHOLD FROM CONTRACTOR'S UNPAID COMPENSATION A SUM OF MONEY DEEMED REASONABLY SUFFICIENT TO LIQUIDATE ANY AND ALL SUCH LAWFUL CLAIMS UNTIL SATISFACTORY EVIDENCE IS FURNISHED THAT ALL LIABILITIES HAVE BEEN FULLY DISCHARGED, WHEREUPON PAYMENTS TO THE CONTRACTOR SHALL BE RESUMED IN FULL, IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT, BUT IN NO EVENT SHALL THE PROVISIONS OF THIS SENTENCE BE CONSTRUED TO IMPOSE ANY OBLIGATION UPON CITY BY EITHER CONTRACTOR OR ITS SURETY.

12.3 CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS FOR WHICH CONTRACTOR IS LIABLE UNDER SECTIONS 12.1 AND 12.2 ABOVE. IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH A RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ITS OWN ENTIRE DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY IN DEFENSE OF CLAIMS FOR WHICH CONTRACTOR IS LIABLE UNDER THIS PARAGRAPH.

XIII.

COMPLIANCE WITH APPLICABLE LAWS

Contractor shall at all times observe and comply with all applicable Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and shall indemnify and save harmless City against any claim arising from the violation of any such laws, ordinances and regulations whether by Contractor or Contractor's employees, agents, subcontractors, or other third parties for whom Contractor is legally liable. If Contractor observes that the work is at variance therewith,

Contractor shall promptly notify City in writing. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to City, Contractor shall bear all costs arising there from.

XIV.

VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Grayson County, Texas and that exclusive venue shall lie in Grayson County, Texas.

XV.

ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of all of its duties and obligations under this Contract. This Contract will not be assigned or sublet without the prior written consent of City, and no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion of feature of the work or materials required in the performance of this Contract shall not relieve Contractor from its full obligations to City as provided by this Contract.

XVI.

INDEPENDENT CONTRACTOR

Contractor covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omission of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not

apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

XVII.

INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance as set forth in **Exhibit "A"**, a copy of which is attached hereto and incorporated herein.

XVIII.

SEVERABILITY

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. Provided however, if any paragraph, section, subdivision, sentence, clause or phrase of this Contract which is material to the obligations of the parties hereunder, is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, either party may terminate this Contract by giving the other party thirty (30) days prior written notice.

XIX.

TERMINATION

City reserves the right to terminate this Contract pursuant to Paragraph II above or immediately upon breach of any term or provision of this Contract by Contractor; or if at any time during the term of this Contract, Contractor closes or moves the Processing Facility to a site unacceptable to City and parties fail to successfully renegotiate as provided in Section 4.5, or if,

except as expressly authorized under the terms of this Agreement, Contractor fails to transfer Recyclables to end markets, or if Contractor shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, then City shall have the right, if Contractor shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of a third-party therefore. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work is in excess of the amount that would have been paid to Contractor for such work under the terms of this Contract, Contractor shall be liable for and shall reimburse City for such excess.

XX.

ENTIRE AGREEMENT

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

XXI.

CONTRACT INTERPRETATION

Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

XXII.

SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

XXIII.

HEADINGS

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXIV.

NOTICE

All notices, communications and reports required or permitted under this Contract, excluding routine reports and correspondence, shall be personally delivered or shall be sent by certified or registered mail, or hand delivered, to the respective representatives for the parties as designated below, unless and until either party is otherwise notified in writing by the other party of a change of address or designee. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

CITY:

City of Sherman
Engineering & Public Works Department
Attn: Don Keene
220 West Mulberry Street
Sherman, Texas 75091-1106
(903) 892-7035 (Phone)
(903) 891-7355 (Fax)

CONTRACTOR:

Pratt Industries, Inc.
Attn: Jim Custer
1401 South Mayhill Road
Denton, Texas 76205
(214) 212-3135

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

The effective date of this Contract shall be the date of City Council approval and subsequent execution by the City Manager or his designee.

CITY OF SHERMAN, TEXAS

PRATT INDUSTRIES, INC.

By: _____
Name: George Olson
Title: City Manager
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**APPROVED AS TO FORM
AND CONTENT:**

By: _____
Brandon S. Shelby, City Attorney

ACKNOWLEDGEMENTS

STATE OF TEXAS §

§

COUNTY OF DENTON §

 This instrument was acknowledged before me on the _____ day of _____,
2010, by _____, _____ of PRATT INDUSTRIES,
INC., a _____ corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS §

§

COUNTY OF GRAYSON §

 This instrument was acknowledged before me on the _____ day of _____,
2010, by GEORGE OLSON, City Manager of the CITY OF SHERMAN, TEXAS, a home rule
municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

EXHIBIT “A” INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor’s bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

ISO Form Number GL 0002 (ED 1/72) covering Comprehensive General Liability; and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability; or ISO Commercial General Liability coverage (“occurrence” Form CG 0001). “Claims made” form is unacceptable except for professional liability.

B. Minimum Limits of Insurance

Contractor shall maintain limits not less than:

Commercial General Liability: \$500,000 per occurrence for bodily injury, personal injury and property damage. \$1,000,000 Aggregate Policy will include coverage for a) Premises – Operations; b) Broad Form Contractual Liability; c) Products and Completed Operations; d) Use of Contractors and Subcontractors; e) Personal Injury; f) Broad Form Property Damage; g) Explosion Collapse and Underground (XCU) Coverage (when applicable), Fire Damage, Medical Expense. NOTE: The aggregate loss limit applies to each project.

C. Deductibles and Self-Insured Retentions

Any deductible or self-insured retentions must be declared to and approved by the City.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as “Additional Insureds” as respects liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under “Who is an Insured” automatically provides liability coverage in favor of the City.

b. The Contractor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insured's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after ten (10) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

The City prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than B:VI, or, A or better by Standard & Poors. This requirement will be waived for workers' compensation coverage only for those Contractors whose workers' compensation coverage is placed with companies who participate in the State of Texas Workers' Compensation Assigned Risk Pool. Professional Liability carriers will need to be approved by the Risk Manager.

F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. C.5

*** RESOLUTION NO. 5527**

**Awarding a Bid to and Authorizing Execution of a Contract with
Renda Environmental, Inc. for the 2010-2013 Biosolids Project
at the Sherman Wastewater Treatment Plant**

Issue

The 2010-2013 Biosolids Project at the Sherman Wastewater Treatment Plant

Background

The City of Sherman requested bids for the disposal of biosolids from the Wastewater Treatment Plant. Three bidders responded to the request for proposals. The low bid in the amount of \$2,725,000.00 was submitted by Renda Environmental, Inc. of Fort Worth, Texas.

Origination

Departments of Utilities Administration

Financial Consideration

The bid of \$2,725,000.00 will be spread over three years. Funding will be made available in the Treatment Services operating budget over the next three years, subject to annual Council approval.

Staff Recommendation

It is recommended that the City Council accept the low bid and award the contract to Renda Environmental, Inc. in the total amount of \$2,725,000.00.

Alternatives

As may be directed by the City Council

Attachments

Engineer's Letter of Recommendation
Bid Tabulation
Resolution No. 5527
Standard Form of Agreement
Proposal
Location Map

Prepared by:
Mark Gibson, Director of Engineering & Public Works

Approved by:
George Olson, City Manager



J. TERRY MILLICAN, P.E.
RICHARD A. DORMIER, P.E.
JOHN D. GATTIS, A.I.A.
DAMIR LULO, P.E.
MICHAEL K. STACEY, P.E.
LARRY J. FREEMAN, P.E.

September 13, 2010

Mr. Mark Gibson, P.E.
Director of Utilities and Engineering
City of Sherman
PO Box 1106
Sherman, TX 75091-1106

2010-2013 Biosolids Project

Dear Mr. Gibson:

The City received bids for the above referenced project at 2:00 P.M. on September 2, 2010. A tabulation of the bids is attached. This project is a three-year renewable contract.

The low bid was submitted by Renda Environmental, Inc. in the amount of \$2,725,000.00. Their bid was less than our estimate and considerably less than that of the other two bidders. Nonetheless, Renda Environmental has performed well on a prior similar project for the city and has an extensive experience list in this type of work. Their financial status appears to be quite secure. There were no irregularities or exceptions in their bid.

Therefore, we recommend that the contract be awarded to Renda Environmental, Inc. in the amount of \$2,725,000.00. As set forth in the bid documents, the city is only obligated to fund the first \$1,500,000.00 of the contract at this time. The remaining \$1,225,000.00 can be funded over the next two fiscal years (FY 2011-12 and FY 2012-13) if the city desires to do so. If the city does not fund the remaining amount, the contract will become void and the city will be obligated only for the initial funding. In that circumstance, the contractor can cease work once they have completed work on the first funding allocation. However, with the excellent pricing provided by the low bidder, we recommend that funding be approved in subsequent fiscal years to complete the project.

Please let me know if we can provide any additional information regarding this contract.

Very truly yours,

FREEMAN - MILLICAN, INC.

J. T. Millican, P.E.

Enclosure (1)

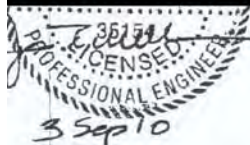
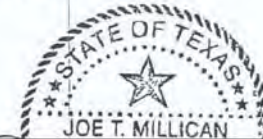
BID TABULATION

OWNER: City of Sherman				Contractor Renda Environmental, Inc.		Contractor Synagro of Texas - GDR, Inc.		Contractor Terra Renewal, LLC	
PROJECT: 2010-2013 Biosolids Project				Address 2501 Greenbelt Rd.		Address 1002 Village Square, Ste C		Address 201 South Denver Ave, Ste B	
ENGINEER: Freeman-Millican, Inc. - TX Registered Engineering Firm F-2827				City, State Fort Worth, TX 76118		City, State Tomball, TX 77375		City, State Russellville, AR 72811	
BID DATE: September 2, 2010				Phone 817-571-9391		Phone 281-516-0305		Phone 479-498-0500	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
P.1	Dewater, process, remove and dispose of digested dilute biosolids	3,750.00	MDT	\$310.00	\$1,162,500.00	\$348.00	\$1,308,750.00	\$392.00	\$1,470,000.00
P.2	Dewater, process, remove and dispose of digested, partially dewatered biosolids - storage basins	5,250.00	MDT	250.00	1,312,500.00	355.00	2,218,750.00	392.00	2,450,000.00
TOTAL AMOUNT OF CONTRACT BID					\$2,725,000.00		\$3,527,500.00		\$3,920,000.00
Time of Completion (Calendar Days)					1095 days		1095 days		1095 days

Unit prices in bold italics reflect incorrect entry on handwritten proposal.

Notes:

1. Terra Renewal, LLC did not provide a 5% bid bond. Their bond was for \$65,333.00 (1.67% of bid) instead.
2. Terra Renewal, LLC took exception to providing a three-year performance and payment bond. Their bid was based on providing a one-year bond renewable each year for three years.



RESOLUTION NO. 5527

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH RENDA ENVIRONMENTAL, INC. FOR THE 2010-2013 BIOSOLIDS PROJECT AT THE SHERMAN WASTEWATER TREATMENT PLANT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That Renda Environmental, Inc. of Fort Worth, Texas, is hereby awarded the bid in the total amount of Two Million Seven Hundred Twenty-Five Thousand Dollars and No Cents (\$2,725,000.00), without change orders, for the 2010-2013 Biosolids Project at the City of Sherman's Wastewater Treatment Plant; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Renda Environmental, Inc. for the 2010-2013 Wastewater Treatment Plant Biosolids Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

PASSED AND APPROVED on this the ____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

STANDARD FORM OF AGREEMENT

STATE OF TEXAS }
COUNTY OF GRAYSON }

THIS AGREEMENT, made and entered into this the 20th day of September, A.D.2010, by and between the City of Sherman of the County of Grayson and State of Texas acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Renda Environmental, Inc. of the City of Fort Worth, County of Tarrant, and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the project described as follows:

2010 - 2013 Biosolids Project

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Request for Proposals, General and Supplementary Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefor, as prepared by Freeman-Millican, Inc., herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within 1,095 calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Supplementary Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Supplementary Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year
and day first above written.

City of Sherman

Renda Environmental, Inc.

Party of the First Part (Owner)

Party of the Second Part (Contractor)

By:

By:

Attest:

Attest:

END OF STANDARD FORM OF AGREEMENT

PROPOSAL
CITY OF SHERMAN
2010 - 2013 BIOSOLIDS PROJECT

TO: City of Sherman
220 West Mulberry
P.O. Box 1106
Sherman, Texas 75091-1106

Pursuant to the foregoing Bidding Requirements and General Requirements, the undersigned Bidder hereby proposes to do all the work and to furnish all necessary superintendence, labor, machinery, equipment, tools and materials and to complete all work upon which he bids as provided by the attached specifications and shown on the plans, and binds himself on the accompanying forms, for performing and completing the said work within the required time, and furnish all required guarantees, for the prices to-wit:

ITEM	QUANTITY	UNITS	DESCRIPTION	TOTAL
P.1	3,750	Metric Dry Tons	For furnishing all materials, labor and equipment to dewater, process, remove and dispose of digested dilute biosolids, the sum of: Three Hundred Ten _____ Dollars No _____ Cents (\$ 310.00 _____) per metric ton	\$ 1,162,500.00
P.2	6,250	Metric Dry Tons	For furnishing all materials, labor and equipment to dewater, process, remove and dispose of digested partially dewatered biosolids from the existing biosolids storage basins, the sum of: Two Hundred Fifty _____ Dollars No _____ Cents (\$ 250.00 _____) per metric ton	\$ 1,562,500.00
			TOTAL AMOUNT OF BID (Bid Items P.1 - P.2)	\$ 2,725,000.00

In accordance with Sections 151.309 and 151.311 of the Texas Tax Code, the cost of materials to be used in this project which are exempt from the payment of state sales tax is: \$ 235,000.00

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid, and he further agrees to commence work within ten (10) days after the date of the work order and that the number of consecutive calendar days after the date of the work order required to substantially complete the work on which he has bid is:

1,095
(Days)

The undersigned bidder understands and agrees that all work not provided for in the above proposal items but called for in the Contract Documents is subsidiary to these proposal items and that the cost of this subsidiary work has been included in the above prices. The bidder also understands that this contract will be a unit price contract and the numbers of units in the above proposal are estimated quantities only. Payment will be based on the actual number of units processed and removed from the Owner's wastewater treatment plant.

The undersigned bidder hereby affirms that they have read insurance requirements of Section 00 62 01 and agrees to provide the insurance coverage specified therein.

Enclosed with this proposal is a certified check for _____ dollars (\$ _____), or a proposal bond in the sum of 5% GAB, which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within sixty (60) days after the bids are received and the undersigned fails to execute the contract required bond for the Owner within ten (10) days after date said proposal is accepted. Otherwise, said check or bond will be returned to the undersigned.

Addenda Received:

1

Bidder:

Renda Environmental, Inc.

(Company)

By:

(Company Officer)

Office Held:

Address:

2501 Greenbelt Rd

City:

Fort Worth

County:

Tarrant

State:

Texas

Zip:

76118

Phone:

817-571-9391



City of Sherman, Texas

WASTEWATER TREATMENT PLANT

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. D.1

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. D.2

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. D.3

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. E.1

EXECUTIVE SESSION

In Accordance with Chapter 551, Government Code, V.T.C.S. (Open Meetings Law), “The City Council Will Now Hold a Closed Executive Meeting Pursuant to the Provisions of the Open Meetings Law, Chapter 551, Government Code, Vernon’s Texas Codes Annotated, in Accordance with the Authority Contained in the Following Sections”

Section 551.074

Personnel Matters

- (a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:**
 - (i) Meals on Wheels of Texoma (1)**

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. F.1

OPEN MEETING

**Reconvene into Open Meeting and consider action, if any,
on items discussed in Executive Session**

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. F.2

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-20-2010

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2010 CITY COUNCIL MEETINGS

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		5	6	7	1	2
3	4				8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		6	7	1	2	3
4	5			8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		4	5	6	7	1
2	3				8	
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		5	6	7	1	2
3	4				8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

01/04/10 - January 4th Council meeting cancelled - holiday schedules
01/18/10 - M.L.K., Jr. Birthday / Regular Council Meeting
02/15/10 - Washington's Birthday / Regular Council Meeting
04/30/10 - 12 Noon Budget Planning Meeting in Council Chambers
05/08/10 - City Council Election
05/11/10 - Called Meeting to Canvass Election Results
06/17-18/10 - Budget Workshop/Long Range Planning Workshop in Council Chambers
06/17/10 - Budget Workshop/Long Range Planning Workshop in Council Chambers
07/05/10 - Independence Day - Called Council Meeting on 07/06/10

08/09/10 - 5PM Called (Town Hall) Meeting - Public Hearing on Proposed Charter Amendments for November 2nd Election
08/31/10 - 12 Noon Called Meeting for Executive Session
09/06/10 - Labor Day / Called Council Meeting on 09/07/10
09/23/10 - 12 Noon Joint Meeting with SEDCO Board
09/23/10 - 3:30 PM Called Meeting - Focus Group Session for Sherman Gov. Agencies on Sherman Fair Housing Impediment Analysis
11/02/10 - Called Charter Amendment Election
11/15/10 - Canvass of Election Results during Regular Meeting