

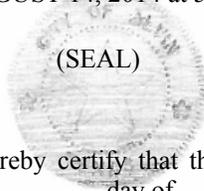
## NOTICE OF PUBLIC MEETING

BE IT KNOWN that the **City Council** of the **City of Alvin** will meet in **Special Workshop Session** on **Tuesday, August 19, 2014 at 7:00 P.M.** in the **Council Chambers** located on the 2<sup>nd</sup> floor of **Alvin City Hall**, 216 West Sealy Street, Alvin, Texas, with the following agenda:

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **PETITIONS OR REQUESTS FROM THE PUBLIC**
5. **OTHER BUSINESS:**
  - A. Review and discuss the proposed 2014-15 Fiscal Year Budget.
  - B. Discuss the contract with Progressive Waste Solutions for city refuse collection and disposal services.
  - C. Discuss the establishment of railroad quiet zones through the city.
6. **OPEN MEETINGS ACT RESOLUTION**
  - A. Consider Resolution No. OMA-R-14-08-19, a resolution confirming compliance with the provisions of the Open Meetings Act.
7. **ADJOURNMENT**

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I hereby certify that this Public Notice was placed on the Official Bulletin Board at City Hall on THURSDAY, AUGUST 14, 2014 at 5:00 p.m.



(SEAL)

  
\_\_\_\_\_  
Dixie Roberts, City Clerk

I hereby certify that this Public Notice was removed from the Official Bulletin Board at City Hall on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, at \_\_\_\_\_ a. /p.m.

\_\_\_\_\_  
Dixie Roberts, City Clerk

**\*\* All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city), 551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).**

*If you plan to attend this meeting and you have a disability that requires special arrangements at the meeting, please contact the City Clerk at 281-388-4255 or [droboterts@cityhall.cityofalvin.com](mailto:droboterts@cityhall.cityofalvin.com). Requests for special services must be received 48 hours prior to the meeting time. Reasonable accommodations will be made to assist your needs. City Hall is wheel chair accessible and a sloped curb entry is available at the East and West Entrances to the City Hall.*

**ADDENDUM NO. 10 TO CITY OF ALVIN  
CONTRACT FOR REFUSE COLLECTION AND DISPOSAL SERVICES  
(with attached Exhibit "A")**

This Agreement ("Addendum No. 10") is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the CITY OF ALVIN, TEXAS, a home-rule city of the State of Texas (the "City") and Progressive Waste Solutions of TX, Inc., (the "Contractor").

**WHEREAS**, the City and the Contractor entered into a Contract for Refuse Collection and Disposal Services on or about August 18, 2005 (the "Original Agreement");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 1 on or about September 12, 2006 (the "First Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 2 on or about March 15, 2007 (the "Second Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 3 on or about September 20, 2007 (the "Third Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 4 on or about July 21, 2008 (the "Fourth Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 5 on or about September 18, 2009 (the "Fifth Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 6 on or about September 2, 2010 (The "Sixth Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 7 on or about September 1, 2011 (the "Seventh Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 8 on or about August 16, 2012 (the "Eighth Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 9 on or about August 15, 2013 (the "Ninth Addendum");

**WHEREAS**, the Original Agreement, the First Addendum, the Second Addendum, the Third Addendum, the Fourth Addendum, the Fifth Addendum, the Sixth Addendum, the Seventh Addendum, the Eighth Addendum, and the Ninth Addendum to the Original Agreement are hereby collectively referred to as the "Agreement"; and

**WHEREAS**, the City and the Contractor desire to amend the Contract to provide for an increase in service rates to Contractor due to an increase in CPI-U (revised Consumer Price

Index Rate for All Urban Consumers for the Houston-Galveston-Brazoria, TX area) and fuel rate increase, as shown in Exhibit "A";

**WITNESSETH:**

**NOW, THEREFORE,** for and in consideration of the mutual covenants and promises contained herein, the City and the Contractor hereby agree as follows:

**I.**

The Contract is amended by adding Addendum No. 10 with Exhibits "A" and "B" to the Contract pursuant to Section 11, Compensation to Contractor, subsections (a) Rates, (b) CPI-U Adjustment, (c) Operating Cost Adjustment and (d) Landfill Cost Adjustment.

Commencing October 1, 2014, the rates charged to the City for the services provided by the Contractor shall be those rates as outlined in Exhibits "A" and "B", attached hereto.

**II.**

Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Contract and Addendum No. 10, the provisions of Addendum No. 10 shall control. Addendum No. 10 may only be amended, modified or supplemented by written agreement and signed by all the parties.

**IN WITNESS WHEREOF,** the parties have made and executed Addendum No. 10 to the Contract for Refuse Collection and Disposal Services in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

**CONTRACTOR:**  
PROGRESSIVE WASTE SOLUTIONS  
OF TX, Inc.

**CITY:**  
CITY OF ALVIN, TEXAS

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Paul A. Horn  
Mayor

ATTEST/SEAL

By: \_\_\_\_\_  
Dixie Roberts  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Bobbi Kacz  
City Attorney



Thursday, July 17, 2014

Mr. Junru Roland, Interim Alvin City Manager

216 West Sealy  
Alvin, TX 77511

RE: Annual CPI and Operating Cost Adjustment Request

Dear Mr. Junru:

Another year has come and gone and the relationship that is shared between Progressive Waste Solutions and the City of Alvin remains strong. We would like to sincerely thank you for the great opportunity we have had to serve the citizens and community of Alvin. We enjoy and appreciate the relationship between Progressive Waste Solutions and the city of Alvin and look forward to serving this city for many years to come.

Pursuant to our contract regarding an annual CPI-U cost adjustment; attached are the most recent Houston/Galveston/ Brazoria area CPI-U information. This CPI-U reflects an increase of 2.8% (Exhibit B) year over year.

We also request that this CPI adjustment apply to the small commercial hand pick and the commercial customers effective October 1, 2014. These increases are shown on the attached rate schedule.

In addition, effective April 1, 2014 Progressive Waste Solutions' cost of operations increased as a result of an increase in the weekly average price of the fuel (Exhibit A), per Section 10, paragraph A. The rate adjustment of .714% would apply to all services. Therefore, the total adjustment for contract year 2014 would be 3.514% on all established residential and commercial rates.

Thank you for allowing Progressive Waste Solutions to provide the residents of the City of Alvin residential, recycling, and commercial solid waste services. If you have any questions please feel free to call me at 281-331-0810.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Costello", is written over a large, light-colored oval scribble.

Mike Costello

District Manger

Attachments

**EXHIBIT A**

**CITY OF ALVIN**

New Rates Effective October 2014

CPI 2.800%  
 Fuel 0.714%  
 Total PI on 2013 Base 3.514%

**Rates & Fees:**

<i>Residential Curbside &amp; Recycling Collection: (Billed thru City)</i>			<b>\$12.44</b>
Commercial Carts	One cart	1x per week	<b>\$19.57</b>
	One cart	2x per week	<b>\$23.65</b>
 <i>Special Pickup</i>			
Brush and Bulky items		Per yard	<b>\$12.50</b>

*Commercial FEL Container Svc Per Week:*

(Billed monthly thru Tower to individual customer - Billed on 1st of every mo. For current month's services - Bill Cycle A2)

BASE RATES	1	2	3	4	5	6	Each xpu
2 Cubic Yards	\$ 58.99	\$ 87.60	\$ 105.26	\$ 131.32			\$ 40.15
3 Cubic Yards	\$ 72.39	\$ 112.50	\$ 154.79	\$ 194.49			\$ 40.36
4 Cubic Yards	\$ 84.57	\$ 131.63	\$ 178.73	\$ 227.05			\$ 48.73
6 Cubic Yards	\$ 105.95	\$ 177.38	\$ 227.47	\$ 303.38	\$ 379.16	\$ 455.04	\$ 73.09
8 Cubic Yards	\$ 128.05	\$ 225.04	\$ 308.08	\$ 415.92	\$ 516.00	\$ 621.24	\$ 97.47
6 Cubic Yards / Compactor	\$ 201.70	\$ 403.39	\$ 605.09	\$ 806.79	\$ 1,008.49	\$ 1,210.18	

Roll Off Containers				* Disposat Per
	Haul	Delivery	Rental Per Day	Ton
20 Yard	\$ 194.92	\$ 93.81	\$ 3.13	\$ 24.31
30 Yard	\$ 194.92	\$ 93.81	\$ 3.13	\$ 24.31
40 Yard	\$ 194.92	\$ 93.81	\$ 3.13	\$ 24.31
28 Yard Compactor	\$ 249.12			\$ 24.31
30 Yard Compactor	\$ 249.12			\$ 24.31
35 Yard Compactor	\$ 249.12			\$ 24.31
40 Yard Compactor	\$ 249.12			\$ 24.31
42 Yard Compactor	\$ 249.12			\$ 24.31

\* 3 ton Minimum

**EXHIBIT "B"**  
**CITY OF ALVIN**  
**SOLID WASTE SCHEDULE (with 2.8% CPI)**  
**EFFECTIVE 10/01/2014**

Residential Sack (Garbage)	\$ 11.29 per month
Residential Heavy Trash/Brush	\$ 0.77 per month
Curb Side Recycle	\$ 0.30 per month
(1) 95 Gallon Cart (1 time/week)	\$ 19.44 per month
(1) 95 Gallon Cart (2 times/week)	\$ 23.49 per month
Limb & Brush	\$ 12.41 per cubic yard

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	\$ 58.58	\$ 87.00	\$ 104.53	\$ 130.41			\$ 39.88
3 Cubic Yd	\$ 71.88	\$ 111.72	\$ 153.73	\$ 193.15			\$ 40.08
4 Cubic Yd	\$ 83.99	\$ 130.72	\$ 177.49	\$ 225.49			\$ 48.40
6 Cubic Yd	\$ 105.22	\$ 176.16	\$ 225.90	\$ 301.28	\$ 376.54	\$ 451.89	\$ 72.59
8 Cubic Yd	\$ 127.16	\$ 223.49	\$ 305.95	\$ 413.05	\$ 512.43	\$ 616.96	\$ 96.80
6 Cubic Yd Comp	\$ 200.31	\$ 400.61	\$ 600.92	\$ 801.22	\$ 1,001.53	\$ 1,201.83	

**ROLL OFF CONTAINERS**

Haul Rates	Haul	Delivery	Disposal/	
			Rental	Ton **
			Daily	
20 yard	\$ 188.27	\$ 90.60	\$ 3.03	\$ 23.48
30 yard	\$ 188.27	\$ 90.60	\$ 3.03	\$ 23.48
40 yard	\$ 188.27	\$ 90.60	\$ 3.03	\$ 23.48
28 yrd Compactors	\$ 240.61	\$ 90.60	NA	\$ 23.48
30 yrd Compactors	\$ 240.61	\$ 90.60	NA	\$ 23.48
35 yrd Compactors	\$ 240.61	\$ 90.60	NA	\$ 23.48
40 yrd Compactors	\$ 240.61	\$ 90.60	NA	\$ 23.48
42 yrd Compactors	\$ 240.61	\$ 90.60	NA	\$ 23.48

\*\* Disposal - 3 ton minimum

## CONTRACT FOR REFUSE COLLECTION AND DISPOSAL SERVICES

This Contract for Refuse Collection and Disposal Services (the "Contract") is made and entered into as of the 18<sup>th</sup> day of August, 2005, by and between the City of Alvin, Texas, a home-rule municipal corporation located in Brazoria County, Texas (the "City"), acting by and through its Mayor, hereunto duly authorized, and IESI TX Corporation, (the "Contractor"), acting by and through its duly authorized agent:

### WITNESSETH:

**WHEREAS**, the City Council of City finds and determines that the most efficient and effective manner of providing for the collection and disposal of refuse and garbage generated within the City is through the use of a private contractor specializing in such services; and

**WHEREAS**, the City Council of City finds and determines that providing such services through a single private contractor enables the City to better safeguard and protect the citizens from hazards associated with the collection, transportation, and disposal of refuse and garbage; and

**WHEREAS**, the City Council of City finds and determines that the Contractor is qualified to provide the level of service desired by City; and

**WHEREAS**, the Contractor is desirous of providing such services subject to the terms and conditions hereof; now therefore:

For and in consideration of the mutual covenants, obligations, and benefits to be derived hereunder, City and Contractor do hereby agree as follows:

#### **1.**

#### **Definitions.**

For the purposes of this Contract the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory, and not merely directory.

(a) ***Approved Disposal Site*** shall mean a refuse depository, including, but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing/separation centers, licensed, permitted, or approved to receive applicable residential and/or commercial refuse for processing or final disposal by the Texas Commission on Environmental Quality, and all other agencies having jurisdiction thereof and requiring such licenses, permits, and approvals.

(b) **Bulky Trash** shall mean items of heavy trash which can be picked up by two (2) persons and placed into a residential garbage truck without damaging or interfering with the function of the garbage truck.

(c) **Cart** shall mean a plastic container with a minimum capacity of ninety (90) gallons.

(d) **City** shall mean the City of Alvin, Texas, a home-rule municipal corporation of the State of Texas.

(e) **City Council** shall mean the present governing body of the City or any successor to the legislative powers of the present City Council.

(f) **Commercial Heavy Trash** shall fit in thirty (30) yard open top containers and be items of trash the size and type of which may be collected in an open truck by means of a grapple or the standard residential garbage truck. Examples of heavy trash include limbs, brush, furniture, washers, dryers, refrigerators and similar debris. These examples, however, shall not be considered an exhaustive list of items which may constitute heavy trash for purposes of this agreement. Household appliances using Freon shall not be required to be collected unless such Freon has been removed by a certified technician evidenced by a certificate attached to the appliance to such effect. Arrangement between the Contractor and individual commercial customer shall be negotiated between the individual parties.

(g) **Commercial Refuse** shall mean all refuse, garbage, solid waste, and other waste generated by, at, or within a commercial unit, but not including construction debris or hazardous waste.

(h) **Commercial Unit** shall mean all premises, locations or entities, public or private, located within the corporate limits of City and not a Residential Unit as defined herein.

(i) **Construction Debris** shall mean waste building materials resulting from construction, remodeling, repair, or demolition operations, typically collected in roll-off bins without lids.

(j) **Contractor** shall mean IESI TX Corporation or any person who succeeds IESI TX Corporation in accordance with the provisions of this Contract.

(k) **Dumpster** shall mean a metal receptacle designed to be lifted and emptied mechanically for use at commercial units, and equipped with a fitted lid.

(l) **Garbage** shall mean wastes resulting from the handling, preparation, and cooking of foods or other consumable matter.

(m) **Generator** shall mean any person located or residing within the City that produces solid waste, or owns or occupies property upon which solid waste is produced.

(n) **Hazardous Waste** shall mean any waste identified or listed as hazardous waste by the administrator of the U. S. Environmental Protection Agency ("EPA") pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended.

(o) **Person** shall mean any person, firm, partnership, association, corporation, company, or organization of any kind.

(p) **Refuse** shall mean non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish, including paper, rags, cardboard, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible rubbish, including glass, crockery, tin cans, aluminum cans, metal furniture, and like materials which will not burn at ordinary incinerator temperatures (1600°F to 1800°F), but not including Construction Debris.

(q) **Residential Heavy Trash** shall mean trash that is collected once a month from residential areas that is up to six (6) cubic yards in size and is considered heavy trash as defined in commercial heavy trash. If the regularly scheduled pickup day is a city holiday, the collection will be on the previous Saturday.

(r) **Residential Refuse** shall mean all garbage, refuse, solid waste, and other waste generated by, at, or within a residential unit, but not including hazardous waste.

(s) **Residential Unit** shall mean a single-family dwelling, or multi-family dwelling having four (4) dwelling units or less, within the corporate limits of City, occupied by a person or group of persons, including, but not limited to, mobile homes, single-family dwellings, duplex dwellings, and quad-plex dwellings. Mobile home parks utilizing community dumpsters shall be considered as Commercial Units for the purposes of this Contract.

(t) **Roll-Off Container** shall mean a large metal container with an open or closed top that can be rolled onto the back of a truck. Sizes of roll-off containers are generally twenty (20), thirty (30) or forty (40) cubic yards.

(i) **Permanent Roll-Off Container** shall mean those containers for permanent establishments for continuous use.

(ii) **Temporary Roll-Off Container** shall mean a roll off container that is used for temporary use (less than twelve (12) months) for the collection of

debris or other material prior to the issuance of certificate of occupancy and during demolitions.

(u) Solid Waste shall mean municipal solid waste as that term is defined in Section 363.004, Texas Health and Safety Code.

(v) Street shall mean the surface of any public street, road, highway, alley, bridge, sidewalk, or other public place or way now or hereafter held by the City for the purpose of public travel and shall include other easements or rights-of-way now held, or hereafter held by City which, within their proper use and meaning, entitle City and Contractor to the use thereof for the purpose of collecting and transporting garbage and trash for ultimate disposal.

2.

Contract/Exclusive Permit.

The Contractor hereby agrees, in accordance with and subject to the terms, requirements and conditions contained herein, to provide refuse collection and disposal services to all residential units and commercial units located within the corporate limits of the City of Alvin, Texas. Contractor shall have the sole and exclusive permit and franchise to provide residential, commercial and roll-off collection, removal, and disposal services within the corporate limits of City as those services are specifically defined in the Contract, regardless of whether such waste collected, removed and disposed of is mixed with or constitutes recyclable material.

3.

Term.

This Contract shall be for a term and period of ten (10) years commencing on October 1, 2005, and terminating on September 30, 2015. The contract may be renewed for an additional five (5) years, unless either party notifies the other by certified mail within ninety (90) days of the expiration of the initial term.

4.

Compliance with Applicable Laws.

The work done and activity in connection with the operation of Contractor's business of collecting, transporting, and disposing of refuse and recyclables pursuant hereto shall be subject to and governed by all present and future laws, rules and regulations of City, the State of Texas, the United States of America, the Texas Commission on Environmental Quality, and/or any other state or federal agency having jurisdiction over such matters, or any other local jurisdiction through which refuse and/or recyclables are transported or disposed of pursuant to this Contract. Contractor agrees to comply with any and all such

present and future laws, rules and regulations in the performance of its obligations hereunder. The Contractor must further demonstrate that it is familiar with all FEMA guidelines and the Brazoria County Debris Removal Plan as they pertain to debris removal after a declared disaster. The Contractor will be required to submit a copy of their written plan covering FEMA regulations for burning, disposal, invoicing, and reporting.

5.

**Subject to Police Powers of City.**

The operation of Contractor's refuse collection, transport, and disposal services shall be subject to all lawful police powers, rules, and regulations of City.

6.

**Use of Streets.**

- (a) **Spillage.** Contractor shall do and perform all commercially reasonable acts necessary to prevent spillage from equipment used by Contractor in the collection and transportation of same. In the event spillage of refuse occurs, Contractor shall remove all such spillage from City's streets and from properties adjacent thereto or affected thereby, whether public or private.
- (b) **Destruction of Streets.** No surface of any paved street shall be cut or damaged by Contractor by the negligent or reckless operation of its collection and transportation equipment other than ordinary wear and tear. The surface of any street cut or damaged by Contractor in the negligent or reckless operation of any such equipment shall be replaced or repaired to its original condition to the reasonable satisfaction of City. Should Contractor's negligent or recklessness cause damage to any street Contractor shall be liable to City for any such damage, and failure by Contractor to reimburse City for any sums required to be expended by City for any reasonably necessary costs of repair shall constitute an event of default.
- (c) **Destruction or Damage to Private Property.** Contractor shall be liable for any damage or destruction to private property occurring as a result of the negligent or reckless performance of services hereunder. In the event any such damage or destruction shall occur, Contractor shall cause such repair or replacement as shall be reasonably necessary to restore such damaged or destroyed private property to its condition prior to such damage or destruction.

7.

**Indemnification and Liability for Damage.**

Contractor specifically agrees to indemnify and hold City, its officers, agents, and employees, harmless from all liability, damage, cost, or expense arising from claims for injury to persons, damage to property, or penalties occasioned by reason of any negligent or reckless conduct undertaken by Contractor or its employee's under this Contract. City shall not and does not by reason of this Contract assume any liability of Contractor whatsoever for injury to persons, damage to property or penalties. Provided further, Contractor agrees to indemnify, defend, and hold harmless the City from all liability (including reasonable attorney's fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as superfund) or comparable state law incurred as the result of the Disposal under the Contract after the date hereof of the City's waste materials at a facility (defined below). It is understood and agreed that this indemnity shall be null and void in the event of any breach by the City of any of the terms of the Contract including, without limitation, the City's warranties regarding the waste materials delivered to the Contractor. For purposes of this indemnification, "facility" shall mean those disposal facilities owned by the Contractor or owned by a company under common ownership and control of the Contractor.

8.

**Liability Insurance.**

(a) **Minimum Coverage.** Contractor shall file with the City Clerk, and shall maintain on file throughout the term of this Contract, liability insurance policies issued by a company(s) duly authorized to do business in the State of Texas, insuring City and Contractor with respect to the operation of Contractor's collection, transportation, and disposal of garbage and refuse, in the following minimum amounts. City shall be a named insured on each such policy other than workers compensation:

Employer's Liability	\$1,000,000
Bodily Injury Liability, Except Automobile	
Per occurrence	\$1,000,000
Aggregate	\$2,000,000
Property Damage Liability, Except Automobile	
Per occurrence	\$1,000,000
Aggregate	\$2,000,000

Automobile Bodily Injury Liability	
Each person	\$1,000,000
Each occurrence	\$2,000,000
Automobile Property Damage Liability	
Each occurrence	\$1,000,000
Excess Umbrella Liability	
Each occurrence	\$2,000,000
Workers Compensation	Statutory

- (b) **Notice of Cancellation or Reduction.** Said policies of liability insurance shall contain the provisions that written notice of expiration, cancellation, or reduction in coverage of the policy shall be delivered to the City Clerk and to the Contractor at least thirty (30) days in advance of the effective date thereof.
- (c) **Approval of Insurance Provider; Filings with City.** All policies of insurance shall be provided by insurance companies reasonably acceptable to the City Council. Approval of an insurance provider shall not be unreasonably withheld, conditioned or delayed. In lieu of filing insurance policies as otherwise required in this Section, Contractor may file certificates of insurance evidencing such compliance, provided the appropriate endorsements are contained thereon, including the notice of cancellation or reduction requirements of 8(b) above.
- (d) **Term.** Such policies of insurance shall be kept in full force and effect by Contractor for the entire term of this Contract.

## 9. Standards for Service.

Contractor's refuse collection, transportation, and disposal services shall be operated in accordance with the highest standards so that affected residential and commercial units will receive the best and most desirable form of refuse collection services. Toward accomplishment of this purpose, Contractor shall meet the following minimum standards of operation:

- (a) **Compliance with this Contract.** Contractor shall collect, transport, and dispose of all residential and commercial refuse pursuant to the terms, conditions, and limitations provided herein.
- (b) **Labor and Equipment.** Contractor shall, at its own cost and expense, provide all trucks, machinery, equipment, tools, superintendence, labor insurance, and other

accessories necessary to efficiently and properly render such refuse collection, transportation, and disposal services.

(c) **Dumping Site.** Contractor shall cause all refuse and garbage collected by Contractor pursuant hereto within City to be disposed of at a State of Texas permitted disposal site.

(d) **Collection.**

(1) **Commercial.** Contractor shall collect from each commercial unit within the City and dispose of commercial refuse and garbage in accordance with this paragraph. Contractor's collection of commercial refuse and garbage from commercial units, with regard to size and number of dumpsters and frequency of collection, shall occur according to the directive of the commercial customer. Contractor shall provide all dumpsters for use by all commercial units, which dumpsters shall allow commercial refuse and garbage to be contained, tied, or enclosed so that leaking, spilling, or blowing can be prevented. A minimum sized dumpster of two (2) cubic yards shall be provided. Contractor shall not discontinue service to any commercial customer except pursuant to any notice from the City.

(2) **Light Commercial.** Contractor shall, once or twice each week, collect from each light commercial customer within the City and dispose of commercial refuse and garbage. Contractor shall provide ninety (90) gallon carts for such services. Light Commercial customers can chose one or two cart service.

(3) **Residential.** Contractor shall, twice each week, collect from each Residential Unit within City and dispose of residential refuse placed in garbage and refuse bags not exceeding fifty (50) pounds in weight. Contractor shall, once each week, collect from each residential unit within City and dispose of branches, brush and similar woody material that are bundled and tied in lengths not exceeding five (5) feet or having diameters not exceeding eighteen (18) inches. Contractor shall additionally furnish heavy trash pickup service on at least one (1) collection date per month. Heavy trash shall include limbs and brush. Household appliances shall mean television sets, furniture, refrigerators, washing machines, dryers, stoves, and the like. Household appliances using Freon shall not be required to be collected unless such Freon has been removed by a certified technician evidenced by a certificate attached to the appliance to such effect.

(4) **Additional Collections.** In addition to the collections described above, Contractor shall, as requested by the City, collect and dispose of refuse and garbage from existing and future City properties, including but not

limited to City Hall, the Police Building, the Fire Stations, the Public Services Facility, the Library, the EMS Building, the Parks Building, The Seniors Center, the Scout House, the VFW Hall and each park in City's park system. Refuse and Garbage at such sites shall be placed in bins or dumpsters, which bins and dumpsters shall be provided and maintained by Contractor. This service shall be provided at no cost to City.

- (5) **Bi-Annual Clean-up.** The Contractor will provide roll-off containers twice a year for a spring and fall community wide clean-up event. These services shall be provided at no cost to City.
- (6) **Other Collections.** Contractor will provide sixty (60) roll-off containers and hauls, as designated by City for demolition, special events and other cleanup projects. The debris collected will be of a non-hazardous nature. This service shall be provided at no cost to City, excluding disposal fees.
- (7) **Holidays.** The following shall be holidays for the purposes of this Contract:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of its obligation to provide residential refuse collection service at least once per week for those weeks in which a holiday occurs. Contractor shall give at least two (2) weeks advance notice in the local newspapers, or in any other City approved medium of a change in collection days caused by the observation of a holiday.

- (e) **Disaster Relief Services.** Contractor shall provide special collection and disposal services which may be required due to damage or destruction from flood, tornado, hurricane, or other similar disaster. The fees and charges for such disaster relief services shall not exceed the fees and charges therefore set forth in Exhibit "B" attached hereto and made a part hereof. Provided further, nothing contained in this Contract shall be construed to limit City's authority to contract with one or more additional vendors to provide temporary collection and disposal services when deemed by City as necessary or appropriate to provide disaster relief.
- (f) **Special Considerations.** Special considerations provided by the Contractor for the elderly, handicapped and other persons with physical disabilities may be included as part of the Contract.

- (g) **Hours of Collection.** Contractor shall pick-up refuse materials from residential units between the hours of 7:00 a.m. and 6:00 p.m., Monday thru Friday. Contractor shall pick-up refuse from commercial units between the hours of 4:30 a.m. and 7:00 p.m. Monday thru Saturday; provided however, if a commercial unit is located on property adjacent to a residential unit, such pick-up shall not occur prior to 7:00 a.m. Notwithstanding the foregoing, extended hours may be authorized upon mutual agreement by the City and Contractor if necessary to complete collection on an existing collection route due to unusual circumstances.
- (h) **Routes.** Residential collection routes shall be established by Contractor, subject to approval by City, which approval shall not be unreasonably withheld, conditioned or delayed. Contractor shall be required to publish collection routes in the local newspapers or in any other City approved medium prior to beginning the Contract services. Contractor may, from time to time, propose to the City for approval, changes in routes or days of collection.
- (i) **Recycling Collection and Processing.** Contractor shall pick up all residential recyclables at the curbside twice a month, except when a City holiday occurs during such week (in which event the pick-up scheduled for that day shall be postponed until the next scheduled recycle pick-up), and except for emergencies resulting from acts of God or when notified by the City to not pick up due to delinquent payment. Contractor shall provide a single plastic bin for each residential location for use in the collection of recyclables. The recycling bins shall remain the property of the Contractor. The Contractor shall replace a recycling bin at no charge to the residential customer if the recycling bin has been damaged through no fault of the residential customer. If the residential customer loses their recycling bin, a replacement bin can be purchased by the residential customer at a price agreed upon between the City and the Contractor. Contractor shall provide a drop off location for recyclable items at the convenience center during normal business hours, which shall be Monday – Friday from 8 a.m. – 5 p.m., and Saturday from 8 a.m. - 2 p.m.
- (j) **Annual Recycling Bids.** The contractor shall solicit bids for recycling materials one (1) time during each calendar year. Any proceeds generated will be donated to Keep Alvin Beautiful.
- (k) **Convenience Center.** Contractor shall maintain an office and convenience center within the City. The convenience center allows residential customers to drop off a maximum of six (6) cubic yards of heavy trash once per month at no charge. No residential refuse will be accepted. The residential customer shall present proof of a current City of Alvin utility statement. The convenience center will also receive motor oil and recyclables.

The convenience center shall maintain an answering service to track and follow-up on collection misses and complaints. Such answering service shall be reachable by a toll-free telephone number, shall be operational at all times between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday, except holidays, and shall have a person available at such number with whom the public, the City, or any City officer, employee, or agent may communicate, discuss, and refer any complaint or inquiry arising in connection with such collection services.

(l) **Complaints.** Contractor shall establish a customer complaint procedure which assures that all complaints are given prompt and courteous attention. At a minimum, the customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint, and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints and provide the City on a monthly basis with copies of all complaints indicating the date and hour of the complaint, nature of the complaint and the manner and timing of its resolution. Any missed pickups of residential refuse shall be collected the same business day, if notification to the Contractor is provided by 2:00 p.m., or not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m., but by the close of business.

(m) **Reports.**

(1) **Accounting.** Contractor shall be required to keep complete and accurate books of account and records of its business and operations in connection with this agreement. The City may require the keeping of additional records or accounts, which are reasonably necessary for purposes of identifying, accounting for, and reporting revenues, uncollectibles, and expenses.

(2) **Collection Stats.** Contractor shall provide the City with monthly reports that shall include cubic yardage of materials collected per month. These reports shall be due the 10<sup>th</sup> day of the following month.

(3) **Review by City.** Contractor shall provide the City with access at reasonable times and for reasonable purposes, to examine, audit, review, and/or obtain copies of the papers, books, accounts, documents, and other records of Contractor's company pertaining to the Contract. Contractor shall fully cooperate in making available its records and otherwise assisting in these activities.

(4) **TCEQ Reports.** Contractor will prepare annual TCEQ reports which will include information on recycling activities and waste collections volumes. Contractor shall provide the City with a copy of these reports.

**10.**  
**Equipment.**

- (a) **Generally.** Contractor shall furnish a sufficient number of packer and roll-off container type trucks, with sufficient operators and workmen for each, to collect and dispose of all refuse in the City from residential units and commercial units. All equipment must be in good working order, and equipment may be inspected and approved by City before the execution of contracts. All equipment shall bear the name of Contractor and Contractor's local telephone number, which shall be displayed on such equipment in a clear, legible manner.
- (b) **Collection Vehicles.** Each vehicle used by Contractor to transport refuse and garbage as herein provided shall be regularly maintained so as to be in good repair, appearance, and in a sanitary condition at all times, and shall be in compliance with all requirements of law applicable thereto. Each such vehicle shall be equipped with audible back-up signals. Each such vehicle shall have clearly visible on each side the identity and telephone number of Contractor. By January 31, 2006, the Contractor must provide all new rolling equipment for City of Alvin services.
- (c) **Other Equipment.** All other equipment utilized by Contractor, including dumpsters and roll-off containers, shall be freshly painted and kept in good repair and appearance, and in a sanitary condition at all times. Dumpsters shall be changed as needed to maintain public health and safety, at no charge to the customer. All other container movement shall be as agreed by the Contractor and customer.

**11.**  
**Compensation to Contractor.**

- (a) **Rates.** Contractor shall be compensated in accordance with the schedule of rates set forth in Exhibit "A" attached hereto and made a part hereof. City shall make all payments to Contractor for collections at residential and commercial units. Except as expressly set forth herein, payments to Contractor shall be in full consideration of (1) doing all of the work contemplated, (2) all loss or damages arising out of the nature of the work aforesaid or from the acts of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, (3) all risks of every description connected with the work, (4) all expenses incurred by or in consequence of the suspension or discontinuance of work, and (5) well and faithfully completing the work and the whole thereof in the manner and according to the terms of this Contract.

- (b) **CPI-U Adjustment.** On each anniversary date of this Agreement, the Contractor shall have the right to increase or decrease the rates set forth in Section 11(a) hereto in accordance with the CPI-U. The City shall not unreasonably withhold, condition or delay approval for any such requested rate adjustment. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the Houston-Galveston-Brazoria, TX area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 11(b). The amount of the increase or decrease under this Section 11(b) shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.
- (c) **Operating Cost Adjustment.** In addition to the rate adjustments provided for in Section 11(b), at any time during the term of this Agreement, the Contractor or City may petition the other party for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in the Contractor's cost of operations, including, without limitation, increases or decreases in fuel costs; provided however, that any decreases cannot exceed the amount of all previous increases. At the time of any such petition, the party requesting such adjustment shall provide the other party with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment, and the City or Contractor shall not unreasonably withhold, condition or delay approval for any such requested rate adjustment.
- (d) **Landfill Cost Adjustment.** The parties acknowledge that the waste collected and disposed of pursuant to this Agreement will be disposed of by the Contractor at a Landfill(s) chosen by the Contractor in its sole discretion (the "Initial Landfill(s)"). In the event that the Contractor is unable to use the Initial Landfill(s) or any subsequent Landfill(s) due to reasons out of its control, the Contractor:
- (i) shall have the right to dispose of the waste covered by this Agreement at another Landfill mutually acceptable to the Contractor and the City, and;
  - (ii) shall have the right, upon giving prior notice to the City, to increase the initial rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Contractor at such other Landfill(s) exceed those previously charged to the Contractor at the Initial Landfill(s) or any subsequent Landfill(s), and the amount, if any, that the transportation costs incurred by the Contractor in connection with transporting the waste to such other Landfill(s) exceed those that would have been incurred by the Contractor if such waste was transported to the initial Landfill(s) or any subsequent Landfill(s).

- (e) **Governmental Fees.** The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.
- (f) **Customer Lists.** Contractor shall provide City with a list of all commercial units and light commercial units being served by Contractor hereunder, including the size and number of bins and the number of collections provided each week for each such commercial unit, which list shall be delivered to City not later than the thirtieth (30th) day following the date of execution hereof. Contractor shall notify City of any changes to such list with each billing within thirty (30) days of any such change. City shall deliver to Contractor, not later than the thirtieth (30th) day following the date of execution hereof, a list of all residential units in City to be served by Contractor. City shall notify Contractor of any changes to such list within thirty (30) days following knowledge by City thereof.
- (g) **Billings.**
- (1) **Residential Units.** City shall pay Contractor for service to residential units, without necessity of billing by Contractor. City's payments shall be made monthly, on or before the last day of the month following the month for which such payment applies.
- (2) **Commercial Units.** The City shall be responsible for all billings and collections for service to commercial units. Billings shall be made monthly.

## 12.

### Revocation of Contract.

In addition to all other rights and powers of City by virtue of this Contract or otherwise, City reserves as an additional and as a separate and distinct power the right to terminate and cancel this Contract and all rights and privileges of Contractor hereunder in any of the following events or for any of the following reasons, which events and reasons shall constitute an event of default by Contractor:

- (a) **Violation of Provisions.** Contractor shall by act or omission violate any term, condition, or provision of this Contract and shall fail or refuse to effect compliance within fifteen (15) days following written demand by City to do so.
- (b) **Insolvent or Bankrupt.** Contractor becomes insolvent, unable, or unwilling to pay its debts or is adjudged bankrupt or all or any part of Contractor's equipment or facilities are sold under an instrument to secure a debt and are not redeemed by Contractor within thirty (30) days from the date of such sale.
- (c) **Fraud or Deceit.** Contractor attempts to or does practice any fraud or deceit in its conduct or relations under this Contract with City, or with any customer, or potential customer within City.
- (d) **Method of Termination and Cancellation.** Any such termination and cancellation of this Contract shall be by Resolution adopted by the City Council; provided, however, before any such Resolution is adopted, Contractor shall be given at least thirty (30) days advance written notice, which notice shall set forth the causes and reasons for the proposed termination and cancellation, shall advise Contractor that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken, and shall set forth the time, date, and place of the hearing.

### 13.

#### **Annexation/Expansion of Service Area.**

If, during the term of the Contract, the boundaries of the City are expanded, Contractor shall extend service to residential units within the expanded area at the earliest practicable time, and shall provide such services in accordance with the terms of this Contract.

### 14.

#### **Miscellaneous Provisions.**

- (a) **Nondiscrimination.** Contractor agrees to comply with all applicable federal and state laws and regulations, and City ordinances, prohibiting the discrimination against any person because of race, color, national origin, age, disability, veteran status, sex, marital status, political or religious opinions or affiliations, or membership or nonmembership in employee organizations.
- (b) **Alcohol and Drug Free Policy.** The employees of contractor must be drug and alcohol free during performance of the collection service. Any violation of this policy will be grounds for immediate termination of the Contract.

- (c) **Representations.** Contractor represents and warrants that it has dedicated and made available, and at all times during the term of this Contract shall keep available sufficient equipment and personnel to service adequately the refuse and garbage collection requirements of this Contract. Contractor hereby represents and warrants that it has all requisite corporate power and authority to execute and deliver services pursuant to this Contract, to consummate the transactions contemplated hereby, and to perform all the terms and conditions hereof to be performed by it. The execution and delivery of this Contract by Contractor, the consummation of the transactions contemplated hereby, and the performance by Contractor of all the terms and conditions hereof to be performed by it, have been duly authorized and approved by all requisite corporate action on the part of Contractor. City represents that it has entered into this Contract pursuant to an appropriate Resolution adopted by its governing body at a public meeting called for such purpose in compliance with the Texas Open Meetings Act and that the officers executing this Contract are duly authorized to act on behalf of City.
- (d) **Nonappropriation.** City shall be obligated to pay its obligations hereunder from funds budgeted and appropriated for that purpose. Should City fail to appropriate funds to pay its obligations hereunder for any budget year during the term of this Contract other than City's current budget year, this Contract shall be deemed terminated at the end of the budget year preceding the budget year for which such appropriation is not made. City agrees to deliver notice to Contractor of such termination at least sixty (60) days prior to the end of the budget year preceding the budget year for which such appropriation is not made. Termination of this Contract by City in accordance with this Section shall not constitute an act of default by City, and upon such termination City shall have no further obligations hereunder.
- (e) **Notices.** Any notices required to be given hereunder shall be deemed given to the parties when personally delivered or when mailed, postage prepaid, to the parties at the following respective addresses:

When to City:

City of Alvin  
216 West Sealy Street  
Alvin, Texas 77511  
(281) 388-4200  
Attn: City Manager

When to Contractor:

IESI  
P.O. Box 1508  
Alvin, Texas 77512  
Attn: Area Market Manager

With a Copy to:

IESI Corporation  
2301 Eagle Parkway, Suite 200  
Fort Worth, Texas 76177  
Attn: General Counsel

- (f) **Assignment.** This Contract may not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed).
- (g) **Law and Venue.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and venue for any action hereunder shall be Brazoria County, Texas.
- (h) **Force Majeure.** Neither City nor Contractor shall be responsible for delays caused by Acts of God, government laws or regulations, war, epidemic, strikes or lockouts, riots, power failure, or other causes beyond its control, provided, however, that either party shall have the right to terminate the Contract on thirty (30) days notice if the delay does not abate within a period of ninety (90) days.
- (i) **Silence of Specifications.** The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications of this Contract shall be made on the basis of this statement.
- (j) **Entire Contract.** This Contract supersedes any and all other Contracts, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Contract, statement or promise relating to the subject matter of this Contract which is not contained herein shall be valid or binding.

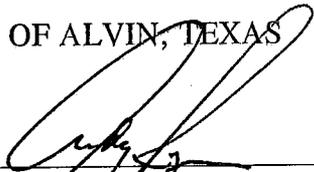
15.

Contractor's Obligations to the City

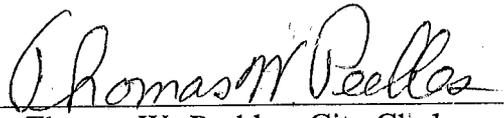
- (a) **New Facility.** The Contractor agrees to construct a new facility as submitted in the Proposal, attached hereto as Exhibit "C".
- (b) **Annual Investments.** The Contractor agrees to make annual investments to the City as submitted in the Proposal, attached hereto as Exhibit "D".

EXECUTED in multiple originals as of the 18<sup>th</sup> day of August, 2005.

CITY OF ALVIN, TEXAS

By:   
Andy Reyes, Mayor

ATTEST:

By:   
Thomas W. Peebles, City Clerk

IESI TX CORPORATION

By:   
Name: JEFF PECKHAM  
Title: VICE-PRESIDENT

ATTEST:

By:   
Name: DONALD DUGAS  
Title: AREA MARKET MANAGER

**Exhibit "A"**

## Basic Service Requirements

Please provide base rates.

### A. Residential Service Specifications

- a. To provide twice per week curbside garbage and trash collection, pickup of brush and bulky trash and special event services.

Proposal: Eight Dollars and seventy-seven Cents,  
(\$ 8.77 ) per household, per month.

- b. To provide heavy trash curbside collection once per month

Proposal: Zero Dollars and fifty-one Cents,  
(\$ .51 ) per household, per month.

- c. To provide once every other week curbside recycling collection

Proposal: Zero Dollars and twenty-four Cents,  
(\$ .24 ) per household, per month.

- d. To provide elderly and handicapped back door service

Proposal: Eight Dollars and seventy-seven Cents,  
(\$ 8.77 ) per household, per month.

NOTE: Same fee as curbside collection (a. above), i.e., no additional charge.

### B. Light Commercial Service Specifications

- a. To provide light commercial service once per week limited to one ninety gallon tote per pickup.

Proposal: Fifteen Dollars and twenty-eight Cents,  
(\$ 15.28 ) per business, per month.

- b. To provide light commercial service once per week limited to two ninety gallon totes per pickup.

Proposal: Eighteen Dollars and twenty-eight Cents,  
(\$ 18.28 ) per business, per month.

JP 8/18/2005

- c. To provide light commercial service twice per week limited to one ninety gallon totter per pickup.

Proposal: Twenty-one Dollars and twenty-eight Cents, (\$ 21.28 ) per business, per month.

- d. To provide light commercial service twice per week limited to two ninety gallon toters per pickup.

Proposal: Twenty-four Dollars and twenty-eight Cents, (\$ 24.28 ) per business, per month.

C. Commercial Service Specifications

- a. To provide commercial front-load service by size and number of pickups per week as stated below, at a cost stated per month.

Proposal:

Size	1x	2x	3x	4x	5x	6x	Extra
2 yd	<u>43.77</u>	<u>64.46</u>	<u>76.88</u>	<u>95.63</u>	_____	_____	<u>33.18</u>
3 yd	<u>53.43</u>	<u>82.36</u>	<u>112.96</u>	<u>141.57</u>	_____	_____	<u>33.18</u>
4 yd	<u>62.17</u>	<u>95.87</u>	<u>129.62</u>	<u>164.27</u>	_____	_____	<u>40.00</u>
6 yd	<u>77.39</u>	<u>128.58</u>	<u>163.59</u>	<u>218.17</u>	<u>272.67</u>	<u>327.23</u>	<u>60.00</u>
8 yd	<u>91.57</u>	<u>157.99</u>	<u>218.17</u>	<u>290.86</u>	<u>363.56</u>	<u>436.26</u>	<u>80.00</u>

- b. To provide commercial open top roll-off container service by size and number of pickups for permanent roll-offs as stated below, at a cost stated per month.

Proposal:

Size	Delivery	Rental	Haul	Deposit
20 yd	<u>75.00</u>	<u>3</u> /day	<u>231.60</u>	<u>100.00</u>
30 yd	<u>75.00</u>	<u>3</u> /day	<u>284.90</u>	<u>100.00</u>
40 yd	<u>75.00</u>	<u>3</u> /day	<u>338.20</u>	<u>100.00</u>

*JP 8/18/2005*

- c. To provide compactor service by size and number of pickups for as stated below, at a cost stated per month.

Proposal:

Size	Delivery	Rental	Haul	Deposit
28 yd	<u>75.00</u>	<u>10 /day</u>	<u>298.04</u>	<u>100.00</u>
30 yd	<u>75.00</u>	<u>10 /day</u>	<u>310.40</u>	<u>100.00</u>
35 yd	<u>75.00</u>	<u>12 /day</u>	<u>341.30</u>	<u>100.00</u>
40 yd	<u>75.00</u>	<u>12 /day</u>	<u>372.20</u>	<u>100.00</u>
42 yd	<u>75.00</u>	<u>12 /day</u>	<u>384.56</u>	<u>100.00</u>

- d. Tipping fees for municipal pulls for demolition and construction for 30 yard open top roll of containers.

Proposal: Eleven thousand seven hundred dollars (\$11,700)

Size 60 (annual quantity of pulls)

30 yard One hundred ninety-five dollars (\$195.00) each

D. Total Proposed Revenue Stream; (Per Month)

Estimated revenue stream based on 4,859 residential customers.

Proposal: \* \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents,

(\$ 47,326.66 ) \*Forty seven thousand three hundred twenty-six dollars and sixty-six cents

Estimated revenue stream based on 197 light commercial customers.

Proposal: \* \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents,

(\$ 4,192.16 ) \*Four thousand one hundred ninety-two dollars and sixteen cents

Estimated revenue stream based on the commercial container pickup

schedule below.

Proposal: \* \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents,

(\$ 70,585.17 ) \*Seventy thousand five hundred eighty-five dollars and seventeen cents

*JA 8/18/2005*

# **Exhibit "B"**

Proposal for Disaster Collection of Debris  
in Alvin, Texas

1. Rate for curbside collection of storm debris with knuckle boom trucks \$10 per yard.
2. Rate for curbside collection of storm debris with rear load collection vehicle \$12.50 per yard.
3. All collection equipment to include visible signage indicating the yardage capacity of the roll off container or compaction vehicle.
4. Rate for Disposal of material collected with knuckle boom truck \$7.20 per yard.
5. Rate for Disposal of material that can be trench burned \$5.00 per yard.
6. City to provide area for material to be trench burned at no cost to contractor.
7. Contractor to provide tower for inspection of material by FEMA representative and IESI representative at city provided area. Tower to comply with OSHA standards.
8. Contractor to provide 3 part collection ticket to include; date, time, location of material collected, quantity of load, name of driver and place for inspecting party to sign off on ticket.
9. Any special waste that may require special handling and not considered yard waste or construction debris will be disposed of at the prevailing rates of closest acceptable landfill to the City of Alvin.
10. Hourly rates are quoted within the Natural Disaster Plan and should be acceptable by FEMA for the first 70 hours.

# Exhibit "D"

## IESI EMERGENCY RESPONSE Natural Disaster Response Plan

### I. HOW TO PREPARE FOR A DISASTER

- Name a Response Coordinator who will have overall responsibilities
- Set emergency plans into action in no less than 72 hours in advance of impending disaster for the affected company.
- Establishment of primary coordination under direct response to Region Vice President.
- Organize and prepare response groups geographically for quickest response.
- Assignment of Sub-Coordinators to begin reviews of existing procedures and prepare for staffing/scheduling.
- Coordination with IESI Corporate Risk Department and the contact of insurance agencies.
- Prepare a list of projected equipment and necessities a response team may need.
- Prepare a list of projected personnel to make up the response teams.
- Maintain hourly contact with the affected company. Make decisions as time and environmental situations change.
- Prepare the local employees, property, vehicles and sensitive equipment for the impending disaster.
- Prepare the local employees as to their necessary roles after the natural disaster.

### II. COMMUNICATIONS

Following a natural disaster, there are many different organizations that respond. The Civil Defense Teams and the American Red Cross are traditionally the first to respond. Depending on the magnitude of the destruction, the military may respond to assist local governments in clean-up operations, protect area businesses from looting, and enforce curfew on residents and/or workers. With so many organizations involved, the big question is; How does everyone communicate with each other? A network of portable radio systems is the most common method. The Civil Defense uses a combination of portable phones and side band radios. Other groups have a supply of radios in vehicles with sufficient wattage to communicate unit to unit. In very remote areas, the use of CB radios is most logical.

Each company should know in advance where the local governmental agency has selected a "safe area" operations room. Managers and supervisors from each company should know the names of key emergency personnel, the portable phone numbers, radio frequencies, etc.

Consider the location of the local company. We may, because of the geographical location, want to offer part of our complex as an alternative location to be utilized by local governmental agencies.

Contractors and vendors must be prepared to provide the local company with portable phones and radio systems that will cover the assigned areas.

### III. STAFF AND SCHEDULING

In a disaster, response personnel are selected from a computerized list. Selections will be made on geographical needs first. It is important to remember that if there is a need to move equipment into the area, as has been the case in natural disasters in the past, response personnel can be used to drive the units, thus controlling costs associated with such a response. Personnel should also be selected on the basis of need, hours of response, equipment, expertise, etc.

The Emergency Management Coordinator will review the personnel list. In all cases, he or she should utilize a Sub-Coordinator to schedule flights, prepare other types of transportation and arrange accommodations for all support personnel coming from other areas. Consideration must be given to the location of the individuals and connecting cities, etc. In the initial process of notification, each employee is advised of the name, phone number, etc of the Sub-Coordinator to which they will be assigned. Upon arrival, each incoming employee should be assigned a team partner.

Hotel accommodations are arranged to ensure adequate services for all response personnel. Each team (two members) is paired into a room to control expenses.

Each team will be set up on a work schedule and geographic location by the assigned Sub-Coordinator. In some instances, because of workloads and other situations, a special permit from the local government may be requested to allow services and transportation of employees during unusual situations (e.g., curfew hours, etc.).

The Emergency Response Coordinator will assign Geographical Coordinators to effectively manage a specific portion of the devastated area. The existing routing system used at the company will be use as a guide for the Geographical Coordinator. Local personnel should be utilized due to their sufficient knowledge of the area. The Geographical Coordinator is responsible for developing maps for each team.

#### IV. EQUIPMENT

As with staffing, selection of equipment should be on the basis of need, time of response and duration of response. Good communication with local governmental personnel will help with this assessment process. Selections will be made from the IBSI South equipment list and will be based on geographical needs primarily. Long-term responses may require equipment to be brought in from longer distances. Roll Off trucks, Roll Off Containers (40 yard), Brush Trucks and Rear Load Trucks will be the primary types of equipment utilized in the response for clean-up. Again, the number and type of vehicles will be determined by the initial and daily assessments of the need and duration. \*\*\*The equipment list is attached\*\*\*

Selection of the "yellow iron" or heavy equipment is important for quick and efficient loading of 40-yard containers. The following or comparable equipment is recommended.

\*CAT I T 28 1 ½ to 2 cubic yard loader with top clamp (grapple) or 4 in 1 bucket.

This equipment can be obtained from the following companies:

Mustang Tractor	713-460-2000
Holt Equipment	210-333-8505
Darr Equipment	972-721-2000
Darr Rental	972-647-4140
Hertz Equip Rental	888-777-2700
Nations Rent	800-667-9328
United Rentals	800-877-3687

\*Chippers/Grinders to reduce volume and provide recycling of debris may also be found at the rental companies.

\*Roll Off 40 yard containers will be leased or purchased from the following vendors:

May Fab  
Roll Offs of America

The Region Maintenance Manager will be responsible for ensuring contracts/lease agreements are set up with the Roll Off vendors.

Electrical Generators, 100 K unit with internal connections, will most likely be necessary to provide power to the company.

Light towers, sufficient in number to light up the shop, yard and offices will be needed.

The Region Maintenance Manager is responsible for obtaining these units also.

\*Maintenance repair tools and equipment will accompany mechanics assigned to the response.

All vendors must be made aware of our wants and needs in the event of a disaster. Vendors should be able to supply the equipment within 72 to 96 hours. All equipment will be leased for a period of a least one-month.

#### V. FUEL CONSUMPTION

Review fuel use reports prior to a disaster and anticipate an increase of approximately three times the normal usage. Locating a fuel source is an important element. Remember, other entities in the area will also have fuel needs to meet. In addition to vehicle fueling, power generators, light sources, etc., all requires a certain amount of fuel. DO NOT LIMIT resources when considering fuel. One may elect to purchase a tanker of fuel and lease the tank for a minimum of thirty days.

## VI. SUPPLIES FOR GENERAL OPERATION

It is essential to understand that one cannot expect to have the same resources available that one normally does. Look at the essentials necessary and make plans accordingly. Preparation must be made to supply water for at least a thirty-day period. Bottled water or tanks may be utilized. The company may also be supplying water to its employees if the damage to water systems is serious. Ice is another necessity. Make plans to be able to purchase and store large quantities of ice. Vendors must be made aware of the necessity of our services and make sure we are properly supplied.

## VII. OPERATIONAL PLAN

1. Health Hazards. The Primary goal of IESI is to restore scheduled garbage pick-up. Personnel from the local company will be assigned this task with assistance from outside personnel as needed. Communication and scheduling with local governmental personnel is critical. Rear load equipment and personnel will be assigned to this operation.
2. Brush and Debris. Emergency Response Personnel will be responsible for the removal and disposal of brush and debris. IESI and local governmental personnel will need to develop the following plans for the brush and debris clean up.

Citizen drop off areas such as parks, fields, large parking lots, Etc. Chipping and grinding could occur at these locations to provide mulch for the city/citizens and to reduce bulk. This process also reduces the traffic congestion as well as safety issues of operating heavy equipment on city streets.

Schedule the Area Clean up or Sweeps of the City/Area. In the past, two "sweeps" of the city/area were sufficient to remove the debris. Citizens will need to be informed via the media of the days their area will be cleaned up. (Far enough in advance to allow them to get the material to the curbside or designated location. The "clean-up should start at one side of the city and move across the city systematically. A second "sweep" is then scheduled which should complete the removal of debris from the streets and yards.

Focus will then be addressed to the Citizen drop off areas. All equipment will be diverted to clean up the large quantities located at these sites. Effort should be made to separate brush from other debris. Where possible white good collection and recycling of the white goods should be made available.

3. Landfills to be used in the event of a response will be Type I and Type IV, depending on the type of material to be disposed. The following are the primary and secondary locations to be utilized, and which IESI has agreements to dispose of garbage and debris.

### PRIMARY

BFI - Galveston County  
Type I  
Santa Fe, TX.

Republic - North County  
Type IV  
League City, TX.

### SECONDARY - - TRANSFER

Waste Management  
Coastal Plains  
Type I  
Alvin, TX

Hill Waste  
Type IV  
Friendswood, TX

Republic Waste  
Type I  
Brazoria County  
Freeport, TX

BFI - Blue Ridge  
Type I  
Fresno, TX

### ADDITIONAL

BFI - McCarty  
Type I  
Houston, TX

Waste Management- Atascocita  
Type I  
Humble, TX

Waste Management  
Greenbelt  
Type IV  
Houston, TX

BFI - Whispering Pines  
Type I  
Houston, TX

Greenhouse Rd Landfill  
Type IV  
Katy, TX

## VIII. SCHEDULE OF FEES

The following schedule of fees for service is calculated for regular service activities. Emergency Response procedures will include costs not normally found in the regular service costs. Examples of those costs would be lighting equipment, electrical equipment, additional containers, housing, fuel, etc. These additional fees will be charged on a cost plus basis. Daily logs of equipment, personnel, hours, fuel, etc., would be maintained to provide good documentation for billing to FEMA, County and Local Governmental agencies.

REAR LOAD EQUIPMENT	One person	\$ 65.00/hr
	Two person	\$ 85.00/hr
	Three person	\$105.00/hr
ROLL OFF EQUIPMENT	40 CU YARD	\$100.00 PER PULL
	Or,	\$100.00/hr
BRUSH TRUCK	One person	\$75.00/hr
LOADER & OPERATOR		\$75.00/hr

\*Plus Disposal

Area landfills will be used first and then based on the need of other landfills maybe used.

**LIST OF EQUIPMENT TO BE  
PURCHASED WITH THE PERFORMANCE OF  
THE NEW CITY OF ALVIN CONTRACT!**

All residential collection equipment (trucks) will be purchased new and will be put in service no later than January 2006 for this contract. The collection equipment will be as follows:

- 2-25 yard rear load residential collection vehicles.
- 1-28 yard front load commercial collection vehicle.
- 1-roll off collection vehicle
- 1-heavy trash roll off with knuckle boom attachment.
- 1-35 yard or larger recycling collection vehicle.

**Exhibit "C"**



## IESI TX Corporation

June 21, 2005

Honorable Andy Reyes  
Mayor  
City of Alvin  
216 West Sealy  
Alvin, TX 77512

**RE: NEW FACILITY CONSTRUCTION**

Dear Mayor Reyes:

In consideration for a ten (10) year residential, commercial, curbside recycling and roll off (temporary and permanent) collection contract, IESI will construct a new facility with the following specifications:

- Construct a new facility within the city limits of Alvin. Administration building to be a minimum of 4,000 square feet and the maintenance building to be a minimum of 5,000 square feet. Facility to be constructed within 18 months of signing of new contract and a minimum of 5 acres.

The above mentioned items to be fulfilled by IESI as signed by Jeff Peckham, Regional Vice President of IESI-Texas dated June 21, 2005.

  
\_\_\_\_\_  
Jeff Peckham,  
Regional Vice President  
IESI-Texas

**Exhibit "D"**



## IESI TX Corporation

June 27, 2005

The Honorable Mayor & City Council  
City of Alvin  
316 West Sealy  
Alvin, TX 77511

**RE: BID NUMBER B-05-06 SOLID WASTE COLLECTION SERVICES BID**

Dear Mayor & City Council:

IESI TX Corporation is both pleased and excited about the opportunity to continue to provide commercial, roll off and residential solid waste and recycling services to the City of Alvin.

IESI is the sixth largest solid waste collection and disposal company in the United States with our corporate headquarters located in Fort Worth, Texas. IESI is a fully integrated, non-hazardous solid waste services company dedicated to providing the highest quality collection, recycling, transportation, and disposal services in an environmentally aware and cost effective manner. As it is with all of those municipalities IESI serves, we pledge to the City of Alvin and its residents the highest level of customer service along with a selection of disposal services that are second to none in the industry. Furthermore, IESI is committed to the construction of a new facility in Alvin with a ten (10) year collection contract as attached within our proposal package.

Strong communication with both the City and your residents is a key focus for our company. We at IESI consider our relationships with our municipal customers to be a public/private partnership of which we understand the importance and take great pride. As part of our partnership with Alvin, IESI will provide 2 \$1,000 annual scholarships to graduating seniors chosen by AISD, a \$1,000 annual donation to the Alvin Library and \$2,000 for annual projects that are deemed worthwhile by the Mayor and Alvin Council. Also, in lieu of a performance bond IESI offers the City of Alvin additional payments totaling \$10,000 per year, payable in four (4) quarterly installments.

In closing, we are aware and appreciative of the great time and effort put forth by city leaders and staff in extending this opportunity to IESI and other solid waste collection companies to submit proposals. Upon review of our base proposal and alternate proposals, should you have any questions, do not hesitate to contact me 281-331-0810.

Respectfully submitted,

  
Gus Dugas  
Area Market Manager

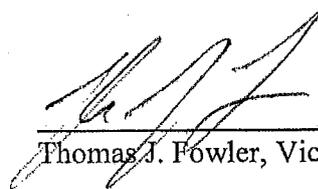
**OFFICER'S INCUMBENCY CERTIFICATE**

**OF**

**IESI TX CORPORATION**

I, Thomas J. Fowler, Vice President of **IESI TX CORPORATION**, a Texas corporation (the "Company"), hereby certifies that Jeff Peckham is a duly elected, qualified and acting officer of the Company, holding the office of Vice President and is authorized to bind the Company by his signature.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed on this 17<sup>th</sup> day of August, 2005.

  
\_\_\_\_\_  
Thomas J. Fowler, Vice President

**ADDENDUM TO CITY OF ALVIN  
CONTRACT FOR REFUSE COLLECTION AND DISPOSAL SERVICES  
(with attached Exhibits "A" and "B")**

This Agreement (the "Addendum") is made on this the 12 day of September, 2006 by and between the CITY OF ALVIN, TEXAS, a home-rule city of the State of Texas (the "City"), and IESI TX CORPORATION, a Texas corporation (the "Contractor").

**WHEREAS**, on August 18, 2005, the City approved and entered into a Contract with IESI TX Corporation for refuse collection and disposal services (the "Contract"); and

**WHEREAS**, the Contract provided for a ten-year term extending through September 30, 2015; and

**WHEREAS**, the City and the Contractor desire to amend the Contract to provide for an increase in service rates to Contractor due to an increase in CPI-U, as shown in Exhibit "A" and an increase in fuel costs, as shown in Exhibit "B";

**WITNESSETH:**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the City and the Contractor hereby agree as follows:

I.

The Contract is amended by adding this Addendum with Exhibits "A" and "B" to the Contract pursuant to Section 11, Compensation to Contractor, subsections (a) Rates, (b) CPI-U Adjustment, and (c) Operating Cost Adjustment.

Commencing October 1, 2006, the rates charged to the City for the services provided by the Contractor shall be those rates as outlined in Exhibits "A" and "B", attached hereto.

II.

Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Contract and this Addendum, the provisions of this Addendum shall control. This Addendum may only be amended, modified or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed this Addendum to the Contract for Refuse Collection and Disposal Services in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

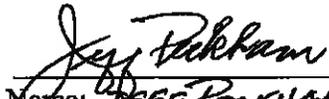
CONTRACTOR:

CITY:

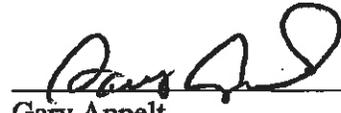
IESI TX CORPORATION

CITY OF ALVIN, TEXAS

By:

  
Name: JEFF PELKHAM  
Title: VICE-PRESIDENT

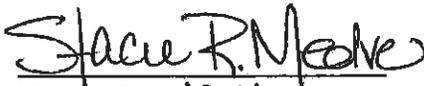
By:

  
Gary Appelt  
Mayor

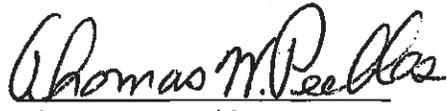
ATTEST/SEAL

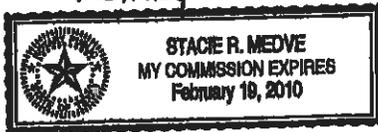
ATTEST/SEAL

By:

  
Name: STACIE R. MEDVE  
Title: Notary

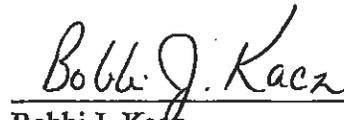
By:

  
Thomas W. Peebles  
City Clerk



APPROVED AS TO FORM:

By:

  
Bobbi J. Kacz  
City Attorney

**EXHIBIT "A"**  
**CITY OF ALVIN**  
**SOLID WASTE SCHEDULE (with 3.5% CPI)**  
**EFFECTIVE 10/01/2006**

Residential Sack (Garbage)	\$ 9.08 per month
Residential Heavy Trash/Brush	\$ 0.53 per month
Curb Side Recycle	\$ 0.25 per month
(1) 95 Gallon Cart (1 time/week)	\$ 15.81 per month
(1) 95 Gallon Cart (2 times/week)	\$ 18.92 per month
(2) 95 Gallon Cart (1 times/week)	\$ 22.02 per month
(2) 95 Gallon Cart (2 times/week)	\$ 25.13 per month

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						
	1	2	3	4	5	6	7
20 yd	\$ 45.30	\$ 66.72	\$ 79.57	\$ 98.98	\$ -	\$ -	\$ 34.34
30 yd	\$ 55.30	\$ 85.24	\$ 116.91	\$ 146.52	\$ -	\$ -	\$ 34.34
40 yd	\$ 64.35	\$ 99.23	\$ 134.16	\$ 170.02	\$ -	\$ -	\$ 41.40
28 yrd Compactors	\$ 80.10	\$ 133.08	\$ 169.32	\$ 225.81	\$ 282.21	\$ 338.68	\$ 62.10
30 yrd Compactors	\$ 94.77	\$ 163.52	\$ 225.81	\$ 301.04	\$ 376.28	\$ 451.53	\$ 82.80

**ROLL OFF CONTAINERS**

Haul Rates	Haul	Delivery	Rental	Deposit
20 yard	\$ 239.71	\$ 77.63	\$ 3.11	\$ 103.50
30 yard	\$ 294.87	\$ 77.63	\$ 3.11	\$ 103.50
40 yard	\$ 350.04	\$ 77.63	\$ 3.11	\$ 103.50
28 yrd Compactors	\$ 308.47	\$ 77.63	\$ 10.35	\$ 103.50
30 yrd Compactors	\$ 321.26	\$ 77.63	\$ 10.35	\$ 103.50
35 yrd Compactors	\$ 353.25	\$ 77.63	\$ 12.42	\$ 103.50
40 yrd Compactors	\$ 385.23	\$ 77.63	\$ 12.42	\$ 103.50
42 yrd Compactors	\$ 398.02	\$ 77.63	\$ 12.42	\$ 103.50

**EXHIBIT "B"**  
**CITY OF ALVIN**  
**SOLID WASTE SCHEDULE (2.1% Fuel Surcharge Only)**  
**EFFECTIVE 10/01/2006**

Residential Sack (Garbage)	\$ 0.18 per month
Residential Heavy Trash/Brush	\$ 0.01 per month
Curb Side Recycle	\$ 0.01 per month
(1) 95 Gallon Cart (1 time/week)	\$ 0.32 per month
(1) 95 Gallon Cart (2 times/week)	\$ 0.38 per month
(2) 95 Gallon Cart (1 times/week)	\$ 0.45 per month
(2) 95 Gallon Cart (2 times/week)	\$ 0.51 per month

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						
	1	2	3	4	5	6	7
20 yd	\$ 0.92	\$ 1.35	\$ 1.61	\$ 2.01	\$ -	\$ -	\$ 0.70
30 yd	\$ 1.12	\$ 1.73	\$ 2.37	\$ 2.97	\$ -	\$ -	\$ 0.70
40 yd	\$ 1.31	\$ 2.01	\$ 2.72	\$ 3.45	\$ -	\$ -	\$ 0.84
28 yrd Compactors	\$ 1.63	\$ 2.70	\$ 3.44	\$ 4.58	\$ 5.73	\$ 6.87	\$ 1.26
30 yrd Compactors	\$ 1.92	\$ 3.32	\$ 4.58	\$ 6.11	\$ 7.63	\$ 9.16	\$ 1.68

**ROLL OFF CONTAINERS**

Haul Rates	Haul	Delivery	Rental	Deposit
20 yard	\$ 4.86	\$ 1.58	\$ 0.06	\$ 2.10
30 yard	\$ 5.98	\$ 1.58	\$ 0.06	\$ 2.10
40 yard	\$ 7.10	\$ 1.58	\$ 0.06	\$ 2.10
28 yrd Compactors	\$ 6.26	\$ 1.58	\$ 0.21	\$ 2.10
30 yrd Compactors	\$ 6.52	\$ 1.58	\$ 0.21	\$ 2.10
35 yrd Compactors	\$ 7.17	\$ 1.58	\$ 0.25	\$ 2.10
40 yrd Compactors	\$ 7.82	\$ 1.58	\$ 0.25	\$ 2.10
42 yrd Compactors	\$ 8.08	\$ 1.58	\$ 0.25	\$ 2.10

**ADDENDUM NO. 2 TO THE CITY OF ALVIN  
CONTRACT FOR REFUSE COLLECTION AND DISPOSAL  
SERVICES**

THIS ADDENDUM NO. 2 TO THE CITY OF ALVIN CONTRACT FOR REFUSE COLLECTION AND DISPOSAL SERVICES (the "Addendum No. 2") is made on this the 15<sup>th</sup> day of March, 2007 by and between the CITY OF ALVIN, TEXAS, a home-rule city of the State of Texas (the "City") and IESI TX CORPORATION, a Texas corporation (the "Contractor").

WHEREAS, on August 18, 2005, the City approved and entered into a Contract with IESI TX Corporation for refuse collection and disposal services (the "Contract"); and

WHEREAS, the Contract provided for a ten-year term extending through September 30, 2015; and

WHEREAS, Section 15(a) of the Contract states the Contractor's obligation to the City referring to Exhibit "C" to the Contract, which provides that in consideration for a ten year collection contract, Contractor will construct a new facility within the city limits of Alvin within 18 months of signing the new Contract; and

WHEREAS, Contractor has requested an extension of time to construct the new facility and offered the City valuable consideration for the extension which is mutually beneficial to both parties; and

WHEREAS, the City and the Contractor desire to amend the Contract to extend the time for the Contractor to complete the construction of a new facility within the city limits of Alvin.

**WITNESSETH:**

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and the Contractor hereby agree as follows:

## I.

Exhibit "C" of the Contract is hereby deleted in its entirety and replaced with the following:

(a) **New Facility.** The Contractor agrees to construct a new facility within the City of Alvin consisting of an administration and maintenance building to be located on the south side of State Highway 6 and east of E ½ Street in Alvin, Texas. The combined size of both buildings will be a minimum of 9,000 square feet. Except for Force Majeure delays and allowing for City permitting of eight (8) weeks, as outlined in the agreed timeline for construction of the new facility, Exhibit "C-1", attached hereto, the facility will be completed by December 31, 2007 (the "Completion Date"). For each day that the construction is delayed due to Force Majeure, the Completion Date shall be extended accordingly. Contractor shall provide monthly progress reports of the construction to the City Manager's office, beginning April 1, 2007. In the event that the facility is not finished by the Completion Date due to reasons other than Force Majeure or permitting delays created by the City's sole action, the City may assess a monthly late penalty on the Contractor in the amount of \$100.00 per day - from January 1, 2008 until construction is completed, to be paid in full at the end of each month. During the construction period, the Contractor will use its reasonable best efforts to move as much of its equipment and containers to the new facility site as possible in order to accommodate the housing of City equipment and operations on the existing facility that the Contractor utilizes.

(b) Contractor agrees to comply with the Corridor Land Use Ordinance, attached hereto as Exhibit "D".

(c) Contractor agrees to pay the City \$10,000 as consideration for the extension of time to build the facility and will pay such within thirty (30) days from approval by the Council of this Addendum No. 2.

(d) Contractor agrees to provide recycling receptacles for the public's use at the Convenience Center of the local facility. Contractor agrees to sort all recyclables collected at the Convenience Center in the same manner as the curbside recyclables. Contractor will transport all recyclables to the approved recycling facility, as determined on an annual basis. Contractor will make its best effort each year to accept a recycling proposal that will provide revenues from the sale of the recyclables.

## II.

Except as amended herein, all other terms and conditions of the Contract, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Contract, and Addendum No. 2, the provisions of this Addendum No. 2 shall control. This Addendum No. 2 may only be amended, modified or supplemented by written agreement and signed by all parties.

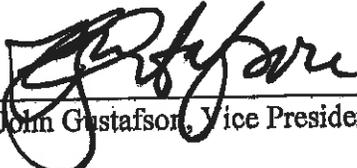
IN WITNESS WHEREOF, the parties have made and executed the Addendum No. 2 to the Contract for Refuse Collection and Disposal Services in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

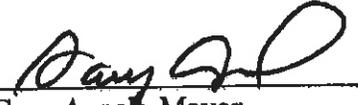
CONTRACTOR:

CITY:

IESI TX CORPORATION

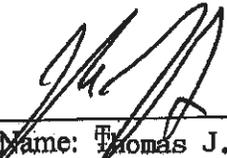
CITY OF ALVIN, TEXAS

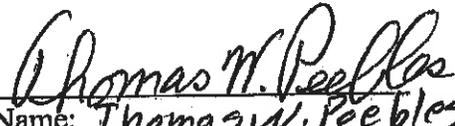
By:   
John Gustafson, Vice President

By:   
Gary Appel, Mayor

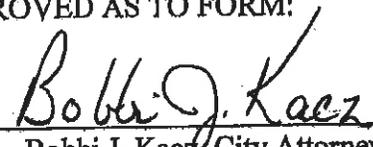
ATTEST/SEAL

ATTEST/SEAL

By:   
Name: Thomas J. Fowler  
Title: Vice President

By:   
Name: Thomas W. Peebles  
Title: City Clerk

APPROVED AS TO FORM:

By:   
Bobbi J. Kacz, City Attorney



## **PROPOSED PROJECT TIMELINE 01-31-07**

**I.E.S.I. South Texas District Service Center – Alvin, Texas**  
(all durations indicated in calendar weeks)

- I. Design Phase (4 weeks)
  - A. Field work
    - 1. Boundary Surveying (1 week)
    - 2. Topographic Surveying (1 week)
    - 3. Geotechnical investigation/testing (2 weeks)
  - B. Architectural Design (4 weeks after boundary survey)
    - 1. Schematic Design Submittal/City review (1 week after boundary survey)
    - 2. Architectural/Engineering Document preparation (3 weeks)
  - C. Civil Design (2 weeks after topo survey, concurrent with Architectural)
    - 1. Grading and Paving Design (2 weeks)
    - 2. Platting (1 week, concurrent)
  
- II. Bid/Permit Phase (8 weeks)
  - A. Site Development permitting
    - 1. Regional Drainage Authority (CNR3)(8 weeks)
    - 2. City of Alvin (4 weeks, concurrent)
  - B. Building Construction permitting (4 weeks, concurrent)
  - C. Contractor Procurement (5 weeks, concurrent)
  
- III. Construction Phase (30 weeks)
  
- IV. Contingency (4 weeks)
  
- V. Project Total (46 weeks)

End of Outline

**Exhibit "C-1"**

ORDINANCE NO. 07-D

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS CREATING CHAPTER 35, CORRIDOR LAND USE REGULATIONS, ESTABLISHING REGULATIONS FOR LAND USE ALONG THE STATE HIGHWAY 35 NORTH AND SOUTH, STATE HIGHWAY 35 BYPASS, STATE HIGHWAY 35 BUSINESS - GORDON STREET, STATE HIGHWAY 6, FM 528 AND FM 1462 CORRIDORS; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Alvin, Texas, (herein the "City"), being a home-rule city has authority to utilize police power regulation for the health, safety and general welfare of the citizens of the City; and,

WHEREAS, the City Council finds that the regulations set forth herein are reasonable and necessary for the public health, safety, and welfare, and for the promotion of economic development and aesthetics along the City's commercial corridors; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN:

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this Ordinance are reasonable and necessary to protect the public health, safety and quality of life.

Section 2. Adopt Chapter 35. That the City of Alvin Code of Ordinances is hereby amended by adding Chapter 35 to be entitled "Corridor Land Use Regulations" to read as follows:

CHAPTER 35. CORRIDOR LAND USE REGULATIONS

ARTICLE I. IN GENERAL

**Sec. 35-1. Purpose and Applicability**

The following regulations are created for the purpose of imposing special standards in designated areas of the City to accomplish the intentions of the Comprehensive Plan. The regulations are intended to protect and preserve the appearance and character of the community's primary highway corridors, including the S.H. 35 North and South, S.H. 35 Bypass, S.H. 35 Business, S.H. 6, F.M. 528, and F.M. 1462. The provisions herein shall apply to all lands, in whole or in part, within three hundred (300) feet of either side of the rights-of-way of the above described roadways, within the City limits, as may be changed from time to time. The rights-of-way shall be determined by the adopted Thoroughfare Plan, as amended from time to time.

**Sec. 35-2. Exemptions** - The regulations contained within this Chapter shall not apply to the following:

- (1) Single family residential dwellings; and
- (2) Those projects that, on the effective date of this Chapter, have submitted administratively complete plans as determined by the Engineering Department.

#### **Sec. 35-3. Compliance Required**

(1) There shall be no alteration of the existing condition of the lands, buildings, or structures within the above described areas from the date of enactment of this Chapter, except as provided by this or other sections of the City's Code of Ordinances. This Chapter shall be applied to building additions, expansions, alterations, installation, and construction and new development under building permits issued after the effective date of this Chapter, except as may otherwise be provided for under the provisions of this Chapter.

(2) The regulations set forth in this Chapter are in addition to any other applicable requirements set forth in the Code of Ordinances or state law. In the event of a conflict between this Chapter and another provision of the Code of Ordinances, the most restrictive shall apply.

(3) It shall be the responsibility of each applicant submitting a request for approval of a change or building permit to confirm that the proposed development complies fully with the special development requirements of these regulations. A pre-development meeting with pertinent City departments is required regarding the applicability of these standards to the proposed development.

#### **Sec. 35-4. Variance Process**

(1) Where unique natural features such as soil and geological characteristics, topography, or significant vegetation; historical features such as building design and materials and site configuration; or man-made features such as peculiarly-shaped lots, joint or split ownership patterns or location of existing structures and infrastructure on the site inhibit creative site design or pose unnecessary constraints to appropriate development as a result of strict compliance with these requirements, the Building Official may approve an alternative plan upon determining that such plan meets or exceeds the intent of these standards.

(2) If the Building Official determines alternative compliance is not applicable, an applicant may file a written request for a variance or exception from these standards with the Building Official who will forward the request to the Planning Commission. An applicant for a waiver shall pay a non-refundable fee, in an amount provided for in the Fee Schedule, Chapter 28 of this Code. The Planning Commission shall review all requests for variances and exceptions to these requirements regarding appropriate measures for compliance with the intent of these standards. The City Council shall take action on the recommendation of the Planning Commission.

**Sec. 35-5. Definitions.** When used in this Chapter, the following definitions shall apply unless the context clearly indicates otherwise. All definitions in Chapter 21 shall apply herein for the purpose of interpreting this Chapter.

**Berm** refers to an earthen mound designed to provide visual interest on a site, screen undesirable views, reduce noise, or fulfill other purposes.

**Bufferyard** refers to a strip of land on the periphery of a property created to separate one type of development or land use from another when they are incompatible or in conflict.

**Building Official** is the officer, or a duly authorized representative, hereby authorized and directed to enforce all of the provisions of this code. The Building Official shall have the power to render interpretations of this Code and to enforce written rules and supplemental regulations in order to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformance with the intent and purpose of this Code.

**Caliper** refers to a horticultural method of measuring the diameter of nursery stock. For trees less than four inches in diameter, the measurement shall be taken at six inches above ground level. For trees greater than four inches in diameter up to and including 12 inches, the caliper measurement must be taken at 12 inches above the ground level. For trees greater than 12 inches in diameter, the trunk is measured 4.5 feet above the ground.

**Chain Link Fence** refers to an open mesh fence made entirely of wire woven in squares of approximately 1.5 inches with vertical supports not less than 1.5 inches in diameter spaced not less than six (6) feet, and not more than eight (8) feet, apart.

**Corner Clearance** refers to the distance from an intersection of a public or private road to the nearest access connection, measured from the closest edge of the pavement of the intersecting road to the closest edge of the pavement of the connection along the traveled way.

**Corridor** means all lands, in whole or in part, within three hundred (300) feet of either side of the rights-of-way of S.H. 35 North and South, S.H. 35 Bypass, S.H. 35 Business-Gordon Street, S.H. 6, F.M. 528, and F.M. 1462.

**Cross Access** refers to a service drive providing vehicular access between two or more contiguous sites so a driver need not enter the public street right-of-way to pass between sites.

**Feeder line** refers to that portion of an electrical circuit that provides power from a power substation, and which has a rated capacity of three thousand (3,000) KVA or more.

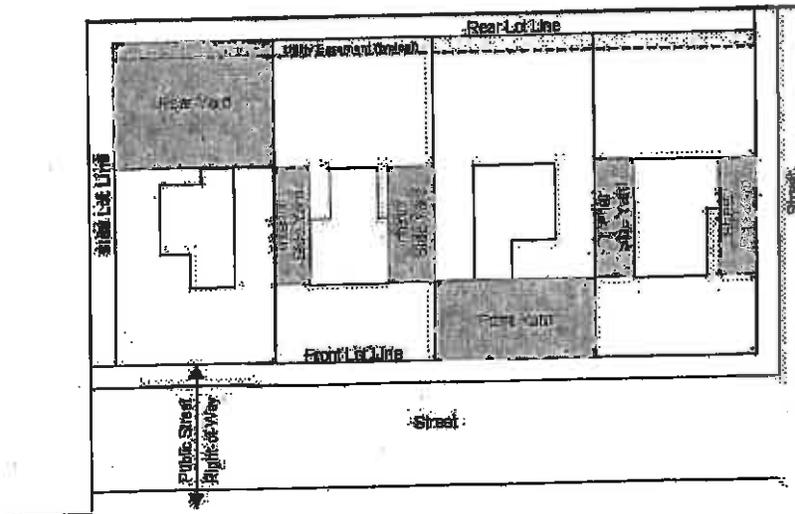
**Front Yard** refers to open space extending across the full width of the lot between the front lot line and the nearest line of the building or any enclosed portion of the building.

**Ground Cover** refers to any evergreen or broadleaf evergreen plant that does not attain a mature height of more than one (1) foot. Such plants shall be characterized by a growth habitat in which the plant spreads across the ground to connect with other similar plants forming a continuous vegetative cover on the ground.

**Indigenous** refers to plant material that occurs or lives naturally in an area, also referred to as native plant materials.

**Intensity Category, Use Category** means the classifications of land in the Corridor set forth in Section 35-44(a).

**Interior side yard** refers to a yard between any building and the side lot line, extending from the front yard to the rear yard. (see Figure 1, Definition of Yards, page 4)



**Figure 1**  
**Definition of Yards**

**Irrigation System** refers to a permanent, artificial watering system designed to transport and distribute water to plants.

**Landscape Plan** refers to a plan, drawn to scale, showing locations and dimensions of existing and proposed site features and the quantity, size, and name of proposed plant material, including shade trees, evergreens, shrubs, groundcovers, and turf.

**Landscape Surface** refers to the surface area of land not covered by any buildings, storage areas, or impervious surfaces. These areas shall be maintained as lawn, natural area, or landscaped beds and may be left undisturbed.

**Loading Berth** refers to a space within a building or on the premises providing for the standing, loading, or unloading, and together with apron space for maneuvering of vehicles, trucks, and semi-tractor trailers.

**National branding** means a nationally standardized trademark, logo, service mark, symbol, sign, decor, architecture, or layout.

***Nonconforming Structure or Building*** means a structure or building the size dimensions or location of which was lawful prior to the adoption, revision or amendment of this Chapter, but which fails by reason of such adoption, revision or amendment, to conform to the present requirements of this Chapter.

***Nonconforming Use*** means any building, structure or land lawfully occupied by a use or lawfully existing at the time of passage of this Chapter or amendments thereto, which does not, by reason of design or use, conform after the passage of this Chapter or amendments with the regulations of the Chapter or amendment.

***Opacity*** refers to the relative measurement of the screening effectiveness of a bufferyard expressed as the percent of vision that the screen blocks.

***Outdoor Display Area*** refers to an area of designated size used for the display of merchandise or tangible property normally vended within the contiguous business or organization.

***Outdoor Storage*** refers to the storage of any material, personal or business property or motor vehicles for a period greater than 24 consecutive hours, including items for sale, lease, processing, and repair not within an enclosed building.

***Parking Structure*** refers to a structure composed of one or more levels or floors used exclusively for the parking or storage of motor vehicles. A parking structure may be below grade or either partially or totally above grade with those levels being either open or enclosed.

***Planning Commission*** means the City of Alvin Planning Commission.

***Principal Building or Structure*** refers to a structure in which is conducted the principal use of the lot on which it is located.

***Principal Facade*** refers to exterior walls of a building that are adjacent to or front on a public street, park or other special feature, which are of an architectural design and building standard that contributes to the quality appearance of the environment.

***Principal Use*** refers to the main use to which a premise is devoted and the primary purpose for which a premise exists.

***Rear Yard*** refers to open space extending across the full width of the lot between the rear lot line and the nearest line of the building or any enclosed portion of the building. (see *Figure 1, page 4*)

***Retaining Wall*** refers to any fence or wall built or designed to retain or restrain lateral forces of soil or other materials.

***Sight Distance Triangle*** refers to the triangular area formed by a diagonal line connecting two points located on intersecting street right-of-way lines, or a right-of-way line and the curb or edge of a driveway. (See *Figure 5, page 18*)

**Soil Stabilization** refers to measures that protect soil from the erosive forces of raindrop impact and flowing water and include, but are not limited to, vegetative establishment, mulching, and the early application of gravel base on areas to be paved.

**Street Side Yard** refers to that portion of a yard, which abuts the street right-of-way along the side of the lot extending from the front lot line to the rear lot line. This may also be referred to as a corner yard. (see *Figure 1, page 4*)

**Surface Parking Lot** refers to a parking area for motor vehicles where there is no gross building area below the parking area and no gross building area or roof above the parking area.

**Swale** refers to a linear depression in land running downhill or having a marked change in contour direction in which sheet runoff would collect and form a temporary watercourse.

**Thoroughfare Plan** is the Thoroughfare Street System Plan adopted by the City, as amended from time to time, and filed in the City Clerk's Office.

**Wall** refers to a constructed solid barrier of concrete, masonry, stone, brick, tile, wood, or similar type of material that closes or borders a field, yard, or lot, and limits visibility and restricts the flow of light and air.

**Yard** refers to an open space at grade between a building and adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise allowed in these regulations.

"Sec. 35-6 - 35-11. Reserved.

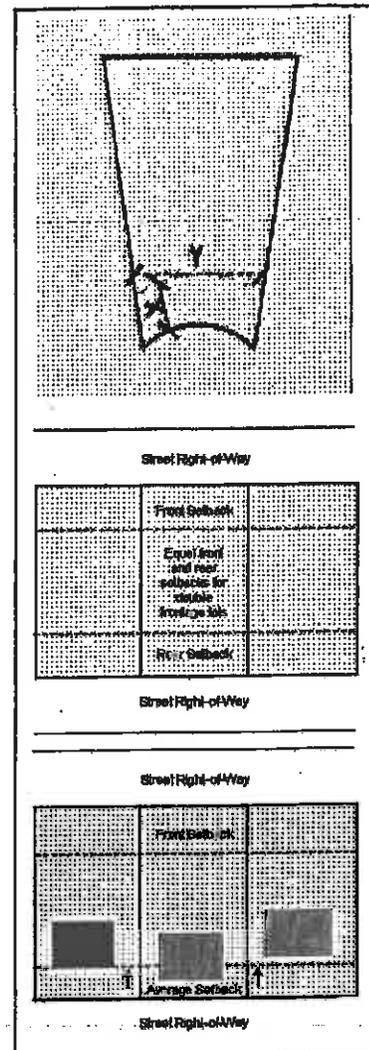
## ARTICLE II. LOT STANDARDS

### Sec. 35-12. Lots.

#### (a) *General Yard Provisions*

- (1) **Yard Restrictions:** Except as otherwise provided in these regulations, a building must not be erected, established, altered, converted, or relocated so as to be located or extend within the required front, rear, interior side, or street side yard.
- (2) **Shared Yards:** No part of a yard, or other open space required in connection with any building or use for the purpose of complying with these regulations, shall be used to meet the requirements of any other building or use as part of a yard or landscape surface.

- (3) **Measurement of Yard Depth:** The depth of the required front yard and rear yard is determined by measuring along the interior side lot lines, beginning at the respective front and rear lot lines and extending the required minimum distances. The depth of the required interior side and street side yards is determined by measuring along the front and rear yards, beginning at the respective interior side and street side lot lines, as applicable, and extending the required minimum distances. (see *Figure 2, Measurement of Yards, page 7*)
- (4) **Yard Determination:** The front yard of a corner lot shall be considered as parallel to the street upon which the lot has its least dimension.
- (5) **Lot Width:** The minimum lot width shall be measured along the front setback line. (see *Figure 2, page 7*)
- (6) **Double Frontage:** On lots abutting public streets to the front and rear, the required front yard setback shall be provided to the front and rear or, alternatively, the average setback of buildings along the same side of the block if it is greater than the required front yard setback. (see *Figure 2, page 7*)
- (7) **Conflict with Other Codes:** The yard requirements set forth in this section shall not be construed as repealing or in any manner amending applicable building or fire code requirements regarding building separation, which may be more restrictive than the requirements set forth in this section.



**Figure 2**  
**Measurement of Yards**

(b) *Yard Allowances*

Every part of a required yard must be open and unobstructed of structures from ground level of the graded lot to the sky, except as follows:

- (1) Landscaping, fountains, sculptures, lighting fixtures, and flagpoles, which are situated and constructed in compliance with all other provisions of these regulations, provided they do not obstruct the view of traffic.
- (2) Fences, walls, and bufferyard treatments.
- (3) Driveways, sidewalks, vehicular use areas, parking and loading areas.

(4) Building or ground-mounted mechanical equipment.

(c) *Yard Requirements*

The following indicates the dimensional yard requirements that apply to the Corridor.

(1) Front Yard.

- a. All uses and activities shall maintain a minimum building front set back line of twenty-five (25) feet. Such front building line shall be measured from the ultimate rights-of-way of the Corridor, which shall be determined by the Thoroughfare Plan.

(2) Interior Side Yard

- a. All uses and activities, including both principal buildings and accessory buildings or structures, shall be setback a minimum distance of ten (10) feet.

(3) Street Side Yard

- a. All uses and activities, including both principal buildings and accessory buildings or structures, shall have a minimum street side yard setback of fifteen (15) feet. Such street side building line shall be measured from the ultimate rights-of-way of the Corridor, which shall be determined by the Thoroughfare Plan.
- b. The ultimate rights-of-way of all other streets shall be in accordance with the Thoroughfare Plan.
- c. A street side yard that abuts the Corridor shall remain open and unobstructed in accordance with this Chapter.
- d. A street side yard that abuts street rights-of-way other than the Corridor may be used for the required parking and vehicular use areas, subject to Sec. 35-30, Streetscape Standards, Sec. 35-31, Parking Lot Landscaping Standards, and Sec. 35-44, Bufferyard Standards.

(4) Rear Yard

- a. All uses and activities, including both principal buildings and accessory buildings or structures, shall have a minimum rear yard setback of twenty (20) feet, subject to the requirements of Sec. 35-44, Bufferyard Standards.

- b. In the case of a lot that abuts the Corridor to the rear, the same provisions required for front yards shall apply.

“Sec. 35-13 – 35-18. Reserved.

### ARTICLE III. PROPERTY AND LAND STANDARDS

#### Sec. 35-19. Street Elevations; Building Facades; Exterior Materials

- (a) The street elevations, building facades, and exterior materials of buildings in the Corridor shall abide by the following standards:

(1) Where a building abuts the Corridor, to the extent practicable, the front facade shall be oriented to the highway frontage. In the case of a side building facade oriented generally parallel to the highway frontage, the building wall elevation shall form a principal facade.

(2) In the case of a building that abuts the frontage of more than one of the roadways of the Corridor, a principal facade shall be constructed adjacent to both highway frontages.

(3) Long-monotonous facades, including, but not limited to, those characterized by unrelieved repetition of shape or form or by an unbroken extension of planes shall be avoided.

(4) All building facades adjacent to and within public view of the Corridor shall be constructed of clay or masonry brick; customized concrete masonry with scored or broken faced brick type units (sealed) with color consistent with the design theme; poured in place, tilt-up, or pre-cast concrete with a stone textured or coated finish; steel frame structures with glass curtain walls; natural stone; exterior insulation and finish systems (EIFS); or similar materials. Non-decorative exposed concrete block buildings are prohibited. Metal buildings, including corrugated metal-sided buildings, and wood-sided buildings are prohibited unless such metal buildings and wood-sided buildings are finished with an above described material on eighty (80) percent of the facade.

(5) To provide a professional appearance along the Corridors, all siding and roof materials seen from ground level must be of earth tone colors as defined in this Chapter. Signs and glass are not restricted to color; however, signs are limited to size as defined in Chapter 17½ of the Code. National Branding colors are allowed for no more than twenty (20) percent of the structure's visible elevation. Approved colors in all structures built or installed along the corridors must be in one, or a combination of, shade(s) from white to dark of the following palettes:

- Grey
- Brown
- Terracotta
- Green

The Building Official shall maintain an approved Color Sample Chart that the owner or builder may use to select colors. The approved Color Sample Chart represents the intent of this Chapter and may be updated from time to time by the Building Official, with approval of Council. The Building Official shall have the authority to approve slight variations in color from the Color Sample Chart so long as the colors fall within the approved color palettes.

All non-conforming structures shall be required to comply with this section regulating color:

- a. within five (5) years of the date of final passage of this Chapter; or
- b. within ninety (90) days of conveyance of the property; or
- c. upon repainting of the structure's exterior.

Any request for an extension of time for compliance with this section regulating color shall be considered by Council.

**(b) Property Maintenance**

(1) Property located in the Corridor, including all principal and accessory buildings and appurtenances thereto, display and/or storage areas, parking and loading spaces, and open areas, shall be maintained in accordance with this Section and all applicable ordinances. The exterior of all structures shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

**Sec. 35-20. NonConforming Uses and Structures**

(a) This section applies to buildings or land which fail to conform to the regulations set forth in this Chapter on the date of enactment of this Chapter. The lawful use of any building or land existing as of the date of enactment of this Chapter may be continued, although such use does not conform to the provisions of this Chapter, provided that:

- (1) No nonconforming use shall be extended to displace a conforming use.
- (2) A building that contains a nonconforming use may not be reconstructed or structurally altered in excess of fifty (50) percent of the assessed value of the building prior to construction, unless the building is changed to a conforming use approved by the Building Official.

- (3) Once changed to a conforming use, no building or land shall be permitted to revert to a nonconforming use.
- (4) Whenever a building used in whole or in part for a nonconforming use becomes and remains vacant for a continuous period of one-hundred and eighty (180) days, or whenever the commercial operations carried on in such a building have been discontinued for a period of more than one-hundred and eighty (180) days, the subsequent use of the property must conform to the provisions of this Chapter.
- (5) An abandoned nonconforming use may be re-established within ninety (90) days after one-hundred and eighty (180) days of the abandonment, upon a showing that the continuation of a conditional nonconforming use would not adversely affect the health, safety or welfare of the public; and is in substantial compliance with existing or permitted uses of adjacent properties.
- (6) This section shall apply to any nonconforming uses which may arise whenever the boundaries of a Corridor are altered.
- (7) A nonconforming use shall terminate upon any sale or conveyance of the property. A new owner shall submit plans within thirty (30) days to the Building Official to bring nonconforming use into conforming use. The property shall be converted into conforming use within ninety (90) days upon approval of the plans by the Building Official.

(b) Nonconforming Structures. Any structure lawfully existing on the effective date of this Chapter, or any amendment hereto, that is designed for a use not permitted where the structure is located shall be designated a nonconforming structure.

(1) No such nonconforming structure may be enlarged or altered except to redesign it for a use permitted within the Corridor where the structure is located or to bring the structure into compliance with the facade and exterior material standards of this Chapter. Ordinary maintenance and repair are permitted; provided that when a structure is repainted, the color shall comply with the requirements of this Chapter.

(2) Should such nonconforming structure be destroyed by any means to an extent of more than fifty (50) percent of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this Chapter.

(3) Should such nonconforming structure be moved for any reason for any distance within the Corridor, it shall thereafter conform to the Corridor regulations.

**Sec. 35-21. Common Access and Internal Cross Access**

The use of common access and cross access between properties with compatible land uses is highly encouraged to minimize direct access off public streets, resulting in improved street capacity and reduced traffic conflicts. In cases where access control is especially critical to the

safe and efficient flow of traffic, such as multi-use developments, the City Engineer may require common or cross access as a contingency of site plan approval. A cross access requirement may include one (1) or more of the following:

- (1) A continuous drive extending the entire length of each block it serves, or at least 1,000 feet of linear frontage along a thoroughfare, whichever is less.
- (2) Sufficient width to accommodate a two-way access between properties, designed to accommodate automobiles and service and loading vehicles.
- (3) Stub-outs and other design features to allow abutting properties to be tied in to provide future cross access.
- (4) Linkage to other cross access drives in the area.

Access that is shared by adjacent properties, whether under single or separate ownership, requires that an access easement and agreement between property owners be approved by the City Attorney and recorded. The recorded book and page number shall be denoted on any subsequent subdivision plats of the property.

**"Sec. 35-22 – 35-27. Reserved.**

#### **ARTICLE IV. LANDSCAPING**

##### **Sec. 35-28. Landscape Plan Requirements**

(a) For any property to be developed or redeveloped, or for any land, building, or structural alteration within the Corridor, a landscape plan must be submitted showing how the requirements of this Article are to be met. The required plan must be submitted in a form and manner specified by the City.

(b) In approving a landscape plan for new development, the Building Official may allow or require minor deviations from the requirements of this Article whenever a literal application of a requirement to a property or premise would, because of circumstances or situations not generally common to other premises, not achieve the purpose or intent of the regulation or may cause an undesirable result.

(c) Where improvements are proposed for lands, buildings, or structures that existed prior to the effective date of this Chapter, the Building Official may approve a landscape plan with deviations from the requirements of this Article or impose alternative requirements that serve the purpose and intent of this Article, if the requirements cannot be reasonably complied with because of the existing developed conditions. The decision as to whether or not to allow deviations shall be at the discretion of the Building Official.

##### **Sec. 35-29. Selection, Installation, and Maintenance**

(a) Trees, shrubs and other landscaping materials depicted on the approved landscape plan shall be considered to be characteristics of use (site improvements) in the same manner as parking, buildings, and other details. The property owner, and his/her successor and/or

subsequent owner(s) and their agents shall be responsible for maintenance of landscaping on the property on a continuing basis for the life of the development. Plant materials which exhibit evidence of insect pests, disease, and/or damage shall be appropriately treated, and dead plants promptly removed and replaced. All landscaping will be subject to periodic inspection. Should landscaping not be installed, maintained, and replaced as needed to comply with the approved landscape plan, the owner shall be considered in violation of this Chapter.

(b) All landscape materials shall be installed in accordance with the current planting procedures established by the most recent edition of The American Standard for Nursery Stock, as published by the American Association of Nurserymen.

### **Sec. 35-30. Streetscape Standards**

Streetscape improvements shall be designed in accordance with the following standards:

(a) Streetscape buffer - A minimum planting strip between the ultimate right-of-way line of the Corridor and all proposed buildings/structures and parking and vehicular use areas is required, which shall be continuous along the full length of said Corridor frontage and shall be no less than ten (10) feet in width.

(b) Abutting Residential Use - If the premises abutting the opposite side of the Corridor are vacant or used for residential use, one (1) canopy tree is required in the streetscape buffer for each thirty (30) feet of lot width, or portion thereof, measured along the front property line. The trees may be clustered or spaced linearly and need not be placed evenly.

(c) Abutting Nonresidential Use - If the premises abutting the opposite side of the highway is used for nonresidential use, one (1) canopy tree is required in the streetscape buffer for each fifty (50) feet of lot width, or portion thereof, measured along the front property line. The trees may be clustered or spaced linearly and need not be placed evenly.

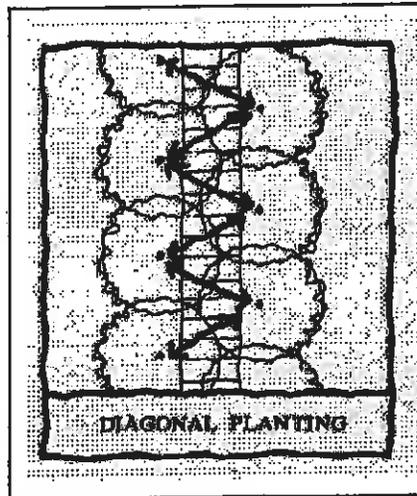
(d) Ground Cover - All portions of the ground located in a streetscape buffer that are not covered by driveways, parking lots, sidewalks, and similar permanent improvements, must be covered with live plants, grass or ground cover.

### **Sec. 35-31. Parking Lot Landscaping Standards**

This section applies to all surface parking lots with more than five (5) parking spaces on properties within the defined limits of the Corridor, regardless of whether the parking is required by other applicable City ordinances. All parking lots shall be screened from adjacent properties in accordance with Sec. 35-44, Bufferyard Standards.

(a) Landscaping Along Highways – Landscaping shall be provided for all parking and vehicular use areas adjacent to the Corridor as well as all private street rights-of-way, street easements, or internal access aisles in multi-use or multi-tract developments within, in part or in whole, the defined limits of the Corridor, in accordance with the following standards:

- (1) Features and Height – Landscaping may include features such as planter boxes, fences, walls, shrubs, or earthen berms in combination with trees and other plantings, but must be a minimum height of thirty six (36) inches.
- (2) Shrubs and Hedges – Non-deciduous or evergreen shrubs shall be planted in a double row with triangular spacing along seventy five (75) percent of all parking and vehicular use areas that are parallel or roughly adjacent to the Corridor, as well as all private street rights-of-way, street easements, or internal access aisles in multi-use or multi-tract developments within, in whole or in part, the defined limits of the Corridor. (*Figure 3, Diagonal Planting, page 14*)



*Figure 3  
Diagonal Planting*

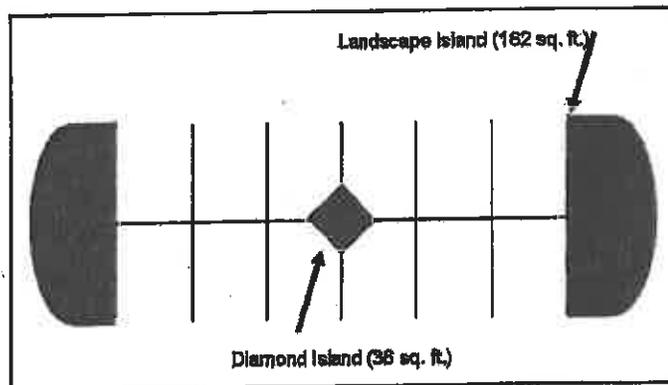
- (3) Fences or Walls - If a fence or wall is used along seventy five (75) percent of all parking and vehicular use areas as stated in subsection (2) above, Shrubs and Hedges, one shrub or vine shall be planted on the street side of the fence or wall for each ten (10) feet of street frontage, but the plants need not be spaced evenly. The maximum height of a fence or wall shall be no more than forty two (42) inches.
  - (4) Earthen Berms – An earthen berm may be used along seventy five (75) percent of all parking and vehicular use areas as stated in subsection (2) above, Shrubs and Hedges, provided it has a minimum height of thirty (30) inches. Deciduous or evergreen shrubs shall be planted in a single row on top of an earthen berm along twenty five (25) percent of said parking and vehicular use areas, but the plants need not be spaced evenly.
- (b) Interior Parking Lot Landscaping
- (1) Any premises containing a parking lot that has fewer than fifteen (15) parking spaces must provide a minimum of one (1) island containing at least one hundred sixty two (162) square feet, subject to the provisions of this subsection.

(2) Any premises containing a parking lot that has fifteen (15) or more parking spaces must meet the following landscaping requirements:

a. Islands - For each fifteen (15) parking spaces, or fraction thereof, a landscape island containing at least one hundred sixty two (162) square feet must be provided within the parking lot. Landscaped islands must be a minimum of seven and one-half (7.5) feet in width, measured from the back of the curb, and must be dispersed throughout the parking lot. Islands measuring less than one hundred sixty two (162) square feet may be permitted provided the total required minimum square footage for the site is met. (See Fig. 4, page 15)

b. Diamonds - Diamond-shaped islands between abutting parking rows may be used to fulfill the requirement for islands provided the total required minimum square footage for the site required in subsection (a) above is met. The minimum area of a diamond shall be thirty six (36) square feet.

(See Fig. 4, page 15)



**Figure 4**  
**Islands & Diamonds**

c. Trees - At least two (2) trees must be provided for each one hundred sixty two (162) square feet of required island of which at least seventy five (75) percent must be non-deciduous or evergreen trees. One tree is required for each diamond-shaped island.

d. Ground cover - All island areas shall be completely landscaped with ground cover or plants not exceeding two (2) feet in height.

e. Vertical protection - Landscape islands shall be protected from vehicle intrusion by vertical curbs.

This section applies to all parking structures in the Corridor, including the parking requirements of other City ordinances. All parking structures shall be landscaped and screened in accordance with all applicable provisions of this section and in accordance with Sec. 35-44, Bufferyard Standards.

#### **Sec. 35-32. Minimum Plant Sizes and Planting Standards**

Any tree or shrub installed to satisfy the provisions of this section must meet the following requirements:

(a) Size of trees - Trees must be a minimum of seven (7) feet in overall height and have a minimum of three (3) inch caliper upon planting and must have an average mature crown spread of at least fifteen (15) feet in diameter. Trees having an average mature crown spread of less than fifteen (15) feet in diameter may be grouped in sufficient number so as to create an equivalent crown spread.

(b) Size and opacity of shrubs - Shrubs must be a minimum of twenty four (24) inches in height upon planting. When used for screening purposes, the shrubs must be planted with triangular centers and not be separated by more than thirty six (36) inches. Whenever a hedge is used along streets, the plants must be planted and maintained so as to form a continuous, unbroken, solid visual screen within one (1) year of planting.

(c) Ground covers - When used in lieu of grass, in whole or in part, ground covers must be planted to present a finished appearance and reasonably complete coverage within one (1) year of planting.

(d) Grass - Grass must be of a species normally grown as permanent lawns in the Gulf Coast Region. Sod with solid coverage must be used to provide soil stabilization in swales or other areas subject to erosion. In areas where other than solid sod or grass seed is used, annual rye grass seed must be sown for immediate effect and protection until coverage is achieved.

(e) Sturdy plant materials - Indigenous and drought resistant plant material must be used, but if not used, an irrigation system shall be installed or a watering source shall be made available within one hundred fifty (150) feet.

#### **Sec. 35-33. Fences, Walls, and Earthen Berms**

When fences, walls, or earthen berms are used for landscaping, such as for screening under Sec. 35-34 Screening Requirements, the following requirements apply:

(a) All fences shall be erected so that the structural supports are not visible from highway rights-of-way or adjacent properties.

(b) All fences shall be maintained by the owner of record in good condition so that there are no damaged or missing boards or parts, all structural supports are sound and sufficient to maintain the fence in its original upright condition, and any surface treatment, including paint or stucco, is substantially maintained in its original appearance so that there is no noticeable cracking, discoloration, or similar surface blemishes or defects.

(c) The posts and grade beams of fences and walls used for landscaping shall be designed and constructed using materials and methods expected to last at least twenty (20) years without requiring major repair.

(d) All wood fences and walls used to meet landscaping requirements shall have either a grade beam or rot board along the entire length of the base of the wooden section of the fence. The grade beam or rot board may be partly below grade. All fence posts shall be set in concrete

(e) Any fence installed to meet the requirements of this section must, unless otherwise specified, be constructed of wood, stone, brick, masonry, stucco or concrete. Wire-type fencing such as a chain link fence, with or without vertical slats, shall not satisfy the requirements of this section.

(f) Fences that exceed eight (8) feet in height shall be constructed to meet the City's wind loading design standards.

(g) Earthen berms shall be constructed with smooth transitions, at a slope of no greater than one (1) unit of rise to three (3) units run, unless stabilized by an anchored, durable retaining wall.

(h) Earthen berms shall be planted with vines, grasses, or other ground cover.

#### **Sec. 35-34. Screening Requirements**

Landscape plans, as required by Sec. 35-28, Landscape Plan Requirements, shall include a detailed drawing of screening methods for all developments adjacent to the Corridor. The requirements for screening are as follows:

(a) Trash enclosures - Areas used to hold refuse containers must be completely screened from public view with a solid masonry or wood fence at least as tall as the container and in no case less than eight (8) feet in height. This provision applies to all refuse containers, including those used for the collection and storage of recyclable materials. All applicable City ordinances shall apply to trash enclosures.

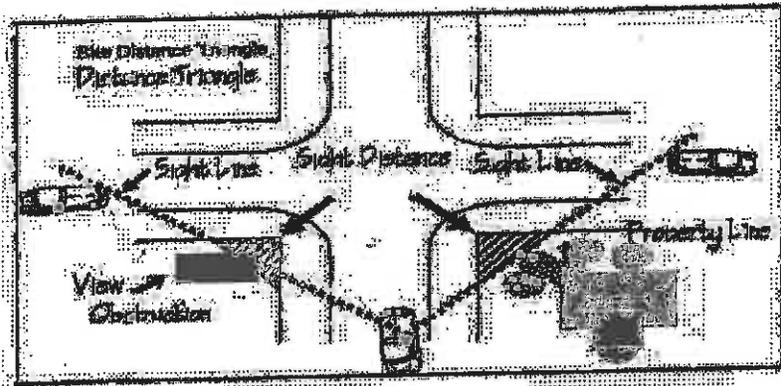
(b) Mounted equipment - Exterior ground-mounted or building-mounted equipment to serve a building, including mechanical equipment, utility meter banks, and heating or cooling equipment, must be completely screened from public view with landscaping or with an architectural treatment compatible with the building materials and colors. Building mounted equipment may be painted to match the building color on which it is attached.

(c) Rooftop equipment - All rooftop equipment must be completely screened from public view with a structural treatment that is compatible with the building architecture. The methods of screening rooftop equipment include the use of parapet walls and the encasement of partition screens. This subsection applies to the roofs of buildings within view of the future elevated section of the S.H. 35 Bypass.

(d) Outdoor storage - All materials, supplies, inventory, and equipment which is stored outside of a fully-enclosed building, must be completely screened from public view.

### Sec. 35-35. Site Distance Requirements

Within the triangular area formed by the right-of-way lines of intersecting streets with the Corridor, and a line connecting points twenty-five (25) feet on either side of such intersecting rights-of-way, including triangles formed from centerlines of driveways, there shall be clear space and no obstruction to vision. No person shall place or maintain any structures, fences, landscaping, or other objects within any sight distance triangle that obstructs or obscures site distance visibility by more than twenty-five (25) percent of the total view in the vertical plane above the sight distance triangle between a height of thirty (30) inches and ninety six (96) inches above the roadway surface, except for the following (see *Figure 5, page 18*):



*Figure 5*  
**Site Distance Triangle**

(a) Landscaping, structures, or fences that protrude no more than thirty (30) inches above the adjacent roadway surface may be permitted within the site distance triangle.

(b) Trees may be planted and maintained within the site distance triangle if all branches are trimmed to maintain a clear vision for a vertical height of ninety six (96) inches above the roadway surface and the location of the trees planted, based on the tree species expected mature height and size, does not obstruct sight visibility by more than twenty five (25) percent of the site distance triangle area.

### Sec. 35-36. Timing of Compliance

(a) All landscaping requirements must be met prior to issuance of a certificate of occupancy for any premises to which these regulations apply. If weather conditions, scheduling delays, or similar conditions delay compliance, the Building Official may authorize a temporary certificate of occupancy, subject to the posting of a cash escrow or irrevocable letter of credit in an amount equal to one and one half (1.5) times the estimated cost of the landscaping, with said estimated cost to be certified by a landscape provider. A contract letter or bill of sale from a landscape company or garden center for the required landscape materials may be accepted in lieu of a cash escrow or irrevocable letter of credit as approved by the City Attorney. The cash escrow or

irrevocable letter of credit may be forfeited if the landscaping is not completed within thirty (30) days after the issuance of a temporary certificate of occupancy. Forfeiture of any cash escrow or irrevocable letter of credit shall not relieve the owner or person in control of the premises of the responsibility to complete the required landscaping, as approved.

(b) Prior to final inspection, when additional parking spaces are required that are less than twenty (20) percent of the number of existing parking spaces, all standards of Section 35-31, Parking Lot Landscaping Standards, shall be met for the new portions of the parking lot. Such required landscaping may be distributed throughout the existing and new parking areas.

(c) Prior to final inspection, when additional parking spaces are required that exceed twenty (20) percent of the number of existing parking spaces, all standards of Section 35-31, Parking Lot Landscaping Standards, shall be met for the new and existing portions of the parking lot.

“Sec. 35-37 – 35-42. Reserved.

## ARTICLE V. BUFFERYARDS

### Sec. 35-43. Bufferyards

Bufferyards are required between properties and, in some cases, between individual developments. All bufferyard requirements are specified in terms of opacity, which is a relative term used to describe the degree to which an adjoining use is visible. For instance, an opacity of one-tenth screens ten (10) percent of an object. Where the provisions of this section and Sec. 35-30, Streetscape Standards both apply, the most restrictive shall apply and the purpose and intent of both sections shall be met.

### Sec. 35-44. Bufferyard Standards

These regulations are intended to increase the compatibility of adjacent uses, and to minimize the effects on the surrounding environment due to noise, dust, debris, artificial light intrusions, and other impacts of an adjoining or nearby use.

#### (a) *Intensity Categories.*

Use categories classify land uses and activities based upon common functional and physical characteristics, each of which relate to the requisite intensity of the use or activity. It is possible for there to be uses and activities within the same development that are of different intensities and, hence, categories. The intensities are denoted from least to most intensive by the following categories:

- I. Undeveloped, open land.
- II. Detached single and attached single and two family dwellings up to a maximum density of 4.0 units per acre.
- III. City home, medium density multiple family development, and manufactured home parks and subdivisions up to a maximum density of 8.0 units per acre.

- IV. Multiple family developments up to a maximum density of 15.0 units per acre.<sup>1</sup>
- V. Light office and commercial retail uses within freestanding or multi-tenant buildings up to a maximum scale of 6,000 square feet.
- VI. Moderate office and commercial retail uses within freestanding or multi-tenant buildings ranging in scale from 6,001 square feet to 30,000 square feet.
- VII. Large-scale office and commercial retail uses within freestanding or multi-tenant buildings ranging in scale from 30,001 to 100,000 square feet.
- VIII. Intensive office and commercial retail or wholesale uses within freestanding or multi-tenant buildings that are over 100,001 square feet.
- IX. Multi-story (3+ stories) single or mixed use buildings.
- X. Light industrial, non-retail assembly, warehousing, wholesaling, and office uses conducted within a fully enclosed building with outdoor storage in a confined area of less than fifteen (15) percent of the gross floor area of all principal and accessory buildings.
- XI. Heavy industrial manufacturing and processing of materials with outdoor storage and principal or ancillary industrial activity and storage in a confined or unconfined area in excess of fifteen (15) percent of the gross floor area of all principal and accessory buildings.

The Building Official shall make an official determination as to the appropriate use category for all uses and activities along the Corridors. If there is ambiguity as to its proper classification, the Building Official may seek the judgment of the Planning Commission, whose decision shall be final.

(b) The standards in Table 1, **Opacity Requirements** (see page 21), address the opacity of the bufferyard that is required between properties and, in some cases, between individual developments within the same property. The table is a matrix showing varying intensities of uses based upon quantifiable factors such as building square footage and height. Site performance characteristics such as loading berths, outdoor storage areas, outdoor use and activity areas, uses with intensive noise and/or lighting, drive-through lanes, and multi-tenant buildings are considered for their increases in intensity, which are addressed in Sec. 35-47, Special Provisions.

(c) The columns in Table 1, **Opacity Requirements** (see page 21), represent the development or use of the adjoining property or properties while the values in the rows represent the intensity category of the proposed development or use. The black cells are where both properties are similarly used. There are two numbers shown within each cell whereby the first number indicates the required opacity on the property of the proposed development and the second number indicates the opacity required for the adjoining development or use. The total required bufferyard is the sum of the two numbers. For instance, 0.2/0.2 means a total opacity of 0.4. Where the adjacent development or use is existing or where the bufferyards may not be developed, the proposed development or use shall provide the full bufferyard requirement – the sum of the two numbers. Where a proposed development abuts undeveloped land, the first number is that required for installation by the proposed development. At the time of development of the adjoining tract, the total required opacity shall be met by the latter development.

<sup>1</sup> Sec. 31-8, Density, Chapter 31, Apartment Developments

Proposed Development	Adjoining Development or Use										
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI
I		0.0/0.2	0.1/0.3	0.1/0.4	0.1/0.4	0.1/0.5	0.1/0.5	0.1/0.6	0.1/0.6	0.1/0.7	0.1/0.8
II	0.2/0.0		0.1/0.3	0.3/0.1	0.1/0.5	0.1/0.5	0.1/0.5	0.1/0.5	0.1/0.5	0.2/0.6	0.2/0.7
III	0.3/0.1	0.3/0.1		0.1/0.3	0.1/0.1	0.1/0.4	0.1/0.5	0.1/0.5	0.1/0.3	0.1/0.6	0.1/0.7
IV	0.4/0.1	0.1/0.3	0.3/0.1		0.1/0.1	0.1/0.4	0.1/0.5	0.1/0.5	0.1/0.3	0.2/0.6	0.2/0.7
V	0.4/0.1	0.5/0.1	0.1/0.1	0.1/0.1		0.1/0.1	0.1/0.2	0.1/0.2	0.1/0.1	0.0/0.3	0.0/0.4
VI	0.5/0.1	0.5/0.1	0.4/0.1	0.4/0.1	0.1/0.1		0.1/0.1	0.1/0.1	0.1/0.5	0.0/0.3	0.0/0.4
VII	0.5/0.1	0.5/0.1	0.5/0.1	0.5/0.1	0.2/0.1	0.1/0.1		0.0/0.0	0.0/0.3	0.1/0.2	0.2/0.3
VIII	0.6/0.1	0.5/0.1	0.5/0.1	0.5/0.1	0.2/0.1	0.1/0.1	0.0/0.0		0.0/0.3	0.1/0.2	0.1/0.3
IX	0.6/0.1	0.5/0.1	0.3/0.1	0.3/0.1	0.1/0.1	0.5/0.1	0.3/0.0	0.3/0.0		0.0/0.3	0.0/0.4
X	0.7/0.1	0.6/0.2	0.6/0.1	0.6/0.2	0.3/0.0	0.3/0.0	0.2/0.1	0.2/0.1	0.3/0.0		0.0/0.1
XI	0.8/0.1	0.7/0.2	0.7/0.1	0.7/0.2	0.4/0.0	0.4/0.0	0.3/0.1	0.3/0.1	0.4/0.0	0.1/0.0	

**Table 1**  
**Opacity Requirements**

(d) The corresponding standards for each of the required levels of opacity provided in Table 1, **Opacity Requirements** (see page 21), are shown in Table 2, **Bufferyard Standards** (see page 22). To use this table, refer first to the intensity category of the subject and adjoining development(s) or use(s). Once the intensity category, or categories in the case of more than one adjacent development or use, is defined, refer to Table 1, **Opacity Requirements** (see page 21), to identify the required opacity between the proposed development and the adjoining development or use. Then, refer to Table 2, **Bufferyard Standards** (see page 22), to identify the preferred bufferyard width for the proposed development or use and the corresponding plant units for each of nine different widths. The minimum allowable width is eight feet. If an interim bufferyard width is preferred, such as 11 feet, the required plant units must be rounded up to the next bufferyard width, in this case 12 feet. All required plant units for an opacity of 0.3 and above require a six foot fence, subject to the provisions of Sec. 35-33, Fences, Walls, and Earthen Berms.

Opacity	Tree Type	Buffer Width and Plant Units								
		5'	10'	15'	15'	20'	25'	30'	35'	40'
0.1	Canopy	0.7	0.7	0.7	0.6	0.6	0.5	0.8	0.6	0.7
	Understory	1.4	1.4	1.4	1.3	1.1	1.0	1.1	1.3	1.5
	Evergreen	0.7	0.7	0.7	0.6	0.6	0.5	0.6	0.6	0.7
	Shrubs	7.2	7.0	6.8	6.4	5.7	4.8	5.5	6.4	7.3
0.2	Canopy	1.5	1.4	1.4	1.3	1.2	1.1	1.0	0.9	0.8
	Understory	3.0	2.8	2.8	2.6	2.4	2.2	2.0	1.7	1.5
	Evergreen	1.5	1.4	1.4	1.3	1.2	1.1	1.0	0.9	0.8
	Shrubs	14.8	14.2	13.8	13.2	12.1	11.0	10.0	8.7	7.5
0.3	Canopy	0.7	0.7	0.6	0.6	0.4	0.5	0.6	0.6	0.7
	Understory	1.5	1.4	1.3	1.1	0.8	0.9	1.1	1.3	1.5
	Evergreen	0.7	0.7	0.6	0.6	0.4	0.5	0.6	0.6	0.7
	Shrubs	7.4	6.9	6.4	5.7	4.4	4.6	5.5	6.4	7.3
0.4	Canopy	1.6	1.5	1.5	1.4	1.2	1.0	0.8	0.7	0.7
	Understory	3.2	3.1	2.9	2.7	2.4	2.0	1.7	1.3	1.5
	Evergreen	1.6	1.5	1.5	1.4	1.2	1.0	0.8	0.7	0.7
	Shrubs	16.0	15.3	14.6	13.5	11.6	10.1	8.4	8.7	7.3
0.5	Canopy	2.6	2.5	2.4	2.2	2.0	1.8	1.5	1.3	1.1
	Understory	5.2	5.0	4.8	4.5	4.0	3.6	3.1	2.6	2.3
	Evergreen	2.6	2.5	2.4	2.2	2.0	1.8	1.5	1.3	1.1
	Shrubs	25.8	24.8	23.8	22.4	20.0	17.8	15.4	13.2	11.3
0.6	Canopy	3.7	3.6	3.4	3.2	2.9	2.6	2.3	2.1	1.8
	Understory	7.4	7.1	6.8	6.4	5.8	5.2	4.6	4.1	3.6
	Evergreen	3.7	3.6	3.4	3.2	2.9	2.6	2.3	2.1	1.8
	Shrubs	36.9	35.6	34.2	32.2	29.1	26.0	23.2	20.5	18.0
0.7	Canopy	5.0	4.8	4.6	4.4	3.9	3.5	3.2	2.6	2.5
	Understory	10.1	9.7	9.3	8.7	7.9	7.1	6.3	5.7	5.0
	Evergreen	5.0	4.8	4.6	4.4	3.9	3.5	3.2	2.8	2.5
	Shrubs	50.3	48.3	46.4	43.6	39.4	35.4	31.7	28.4	25.2
0.8	Canopy	6.8	6.5	6.2	5.8	5.2	4.6	4.1	3.7	3.3
	Understory	13.6	12.9	12.3	11.5	10.3	9.2	8.3	7.4	6.7
	Evergreen	6.8	6.5	6.2	5.8	5.2	4.6	4.1	3.7	3.3
	Shrubs	68.0	64.7	61.7	57.6	51.7	46.2	41.4	37.1	33.3
0.9	Canopy	8.4	8.1	7.7	7.1	6.4	5.7	5.1	4.5	4.1
	Understory	16.7	16.1	15.3	14.1	12.7	11.3	10.1	9.1	8.2
	Evergreen	8.4	8.1	7.7	7.1	6.4	5.7	5.1	4.5	4.1
	Shrubs	83.5	80.6	78.6	74.6	68.5	63.5	58.8	54.5	50.7
1.0	Canopy	10.4	10.1	9.7	9.1	8.4	7.7	7.1	6.4	5.8
	Understory	20.7	20.1	19.3	18.1	16.7	15.3	14.1	13.1	12.2
	Evergreen	10.4	10.1	9.7	9.1	8.4	7.7	7.1	6.4	5.8
	Shrubs	104.0	101.1	97.1	91.1	84.0	77.0	71.0	64.0	58.0

**Table 2**  
**Buffer Standards**

#### **Sec. 35-45. Calculating the Bufferyard**

Table 2, **Bufferyard Standards**, provides the plant material required for each 100 feet of bufferyard, or portion thereof. To calculate the site bufferyard, divide the actual length of the bufferyard by 100. Then multiply the result by the number of plant units required and shown in Table 2, **Bufferyard Standards** (see page 22). When calculating the quantity of plant units and plant material required, the number shall be rounded up to the next whole number. For example, 3.12 canopy trees shall be rounded up to four (4) canopy trees.

#### **Sec. 35-46. Constrained Sites**

In the case of small sites where there is limited area for bufferyards, a petition may be made by an applicant to the City Engineer requesting a narrower bufferyard. Upon recommendation by the City Engineer, the Building Official may grant a bufferyard as narrow as five feet provided:

- (a) It can be shown that a bufferyard of the minimum required width would occupy more than 10 percent of the site area; and
- (b) The required plant units would remain the same; or
- (c) There are physical constraints that force an alternative site plan, in which case the Planning Commission shall approve an alternate bufferyard plan.

#### **Sec. 35-47. Special Provisions**

The following special provisions apply for uses that have characteristics that increase the extent of intensity and incompatibility with adjacent and nearby uses. These defined characteristics require more stringent bufferyard requirements to ensure there is a requisite compatibility between developments or uses.

- (a) Uses with one or two loading berths shall increase the required plant unit on the subject tract by an opacity of 0.2. For instance, if an opacity of 0.5 is required for the subject development or use, the required opacity shall be 0.7 along the adjacent property line(s) that are within direct view of the loading berths.
- (b) Uses with two or more loading berths that are within 50 feet of an adjacent property line that has a lesser intensity category shall meet the bufferyard requirements and shall provide a masonry wall, with an opacity of 1.0, constructed of a material similar to and consistent with that used as the primary building material of the principal building to a minimum height of 12 feet and sufficient in length to entirely screen trucks from view of the adjacent properties with a lesser intensity category. When such subject use is adjacent to a development or use of equal or higher intensity category the standard bufferyard requirements shall apply, as specified in Sec. 35-44, **Bufferyard Standards**.
- (c) Uses with outdoor storage of materials or an outdoor display area within an enclosed, fenced area shall require an increase in the required plant unit on the subject tract by an opacity of 0.1. If materials are stacked above the enclosure or fencing, the required plant unit shall be increased by an opacity of 0.2.

- (d) Uses with outdoor storage of materials or an outdoor display area not within an enclosed, fenced area shall require an increase in the required plant units on the subject tract by an opacity of 0.2. If the intensity categories of adjacent uses are separated by two or more categories, the opacity of the plant unit on the subject property shall be increased by 0.3. The opacity shall be increased by 0.4 if the intensity categories of adjacent uses are separated by four or more categories.
- (e) Drive-in or drive-through type uses shall increase the required plant units on the subject tract by an opacity of 0.1.
- (f) Developments or uses with bays for vehicle service or use shall not front an adjoining public right-of-way. Furthermore, when adjacent to an adjoining property line of a development or use of equal or lesser intensity category, the required plant unit on the subject tract shall be increased by an opacity of 0.2.
- (g) Developments or uses with a canopy, such as gasoline stations and the drop-off areas of hotels/motels may extend to within twenty-five (25) feet of the property line provided there is one (1) canopy tree in the streetscape buffer for each twenty (20) feet of lot width, or portion thereof, measured along the front property line, and non-deciduous or evergreen shrubs to a minimum height of forty-two (42) inches (within two years of planting) planted in a double row with triangular spacing along one hundred (100) percent of all parking and vehicular use areas that are parallel or roughly adjacent to the right-of-way.
- (h) Development or uses that propose a one-way drive aisle within the required setback may be allowed provided there is one (1) canopy tree in the streetscape buffer for each twenty (20) feet of lot width, or portion thereof, measured along the front property line, and non-deciduous or evergreen shrubs to a minimum height of forty-two (42) inches (within two years of planting) planted in a double row with triangular spacing along one hundred (100) percent of all parking and vehicular use areas that are parallel or roughly adjacent to the right-of-way.
- (i) Development or uses that have operable automobiles of any type, whether for sale, lease, or service, shall require an increase in the required plant units on the subject tract by an opacity of 0.2. If such development or use abuts or is within direct view of a development or use of lesser intensity category, the required opacity shall be increased by 0.3.
- (j) Development or uses that have inoperable vehicles, as determined by the Building Official shall be within a fully enclosed area and have an opacity of 1.0 (screened 100 percent from public view), subject to the provisions of Sec. 35-33, Fences, Walls, and Earthen Berms.
- (k) Development or uses within intensity categories III or IV may locate parking along up to fifty (50) percent of the right-of-way line provided there is one (1) canopy tree in the streetscape buffer for each twenty (20) feet of lot width, or portion thereof, measured along the front property line, and non-deciduous or evergreen shrubs to a minimum

height of forty-two (42) inches (within two years of planting) planted in a double row with triangular spacing along one hundred (100) percent of all parking and vehicular use areas that are parallel or roughly adjacent to the right-of-way.

**“Sec. 35-48 – 35-53. Reserved.**

## **ARTICLE VI. UNDERGROUND UTILITIES**

### **Sec. 35-54 . Underground Utilities.**

From and after the effective date of this Chapter, it shall be unlawful, except as specifically provided in this Article, for any person or utility to erect or construct poles, overhead wires, and associated overhead structures to supply electric, communication, or other similar or associated services to any area, platted or unplatted, within the Corridor.

The subdivider, developer, or owner of any area shall make the necessary arrangements for the installation of underground facilities, including circuits for street lights and traffic signals that may be required by the City. Such arrangements shall be made with each of the companies or persons supplying the electrical and/or communication services. Letters from each of the companies or persons, indicating that arrangements have been made, shall be submitted to the City at the time a construction plan or site plan is submitted.

The provisions of this subsection shall not apply to any of the following uses:

- (1) All electric power lines rated at or above feeder line class.
- (2) Radio and television antennas.
- (3) Structures on corner lots, in streets and alleys, and on easements, in cases where electrical and communication wires cross a street or other district boundary from an area where overhead wires are not prohibited, may be connected to the overhead wires.
- (4) Existing overhead lines attached to the exterior surface of a building by means of a bracket or other fixture and extending from one location on the building to another location on the same building.
- (5) Poles used exclusively for street or area lighting or for traffic control facilities.
- (6) Service terminals, transformers, regulators, meters, or other on-ground and above-ground facilities normally used with and as part of an underground distribution system.
- (7) Electric substations and the accompanying equipment and apparatus necessary to provide adequate electric service.

“Sec. 35-55 – 35-60. Reserved.

## ARTICLE VII. ENFORCEMENT

### Sec. 34-61. Enforcement.

(a) **Penalty.** Any person, firm or corporation violating a provision of this chapter shall be guilty of a misdemeanor which shall be punishable by a fine prescribed by Section 1-5 of the Code of Ordinances of the City.

(b) **Administrative Action.** The Building Official and/or the City Engineer shall enforce this Chapter by appropriate administrative action and the issuance of stop work orders, including, but not limited to, rejection of plans, plats and specifications not found to be in compliance with this Chapter and good engineering practices.

(c) **Court Proceedings.** Upon the request of the City Council, the City Attorney or other authorized attorney shall file an action to enjoin the violation or threatened violation of this Chapter, or to obtain declaratory judgment, and to seek and recover court costs and attorney fees, and/or to recover damages in an amount sufficient for the City to undertake any construction or other activity necessary to bring about compliance with a requirement regarding the property and established pursuant to this Chapter.

“Sec. 35-62 – 35-67. Reserved.

**Section 3. Severability.** Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

**Section 4. Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of *Chapt. 52, Tex. Loc. Gov't. Code* and the *City of Alvin Charter*.

**Section 5. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the

time, place, and purpose of said meeting was given as required by the Open Meetings Act,  
*Chapt. 551, Tex. Gov't Code.*

PASSED AND APPROVED on first reading this 5 day of April, 2007.

PASSED AND APPROVED on second and final reading this 19 day of April 2007.

ATTEST:

CITY OF ALVIN, TEXAS

By: Thomas W. Peebles  
Thomas W. Peebles, City Clerk

By: Gary Appelt  
Gary Appelt, Mayor

**ADDENDUM No. 3 TO CITY OF ALVIN  
CONTRACT FOR REFUSE COLLECTION AND DISPOSAL SERVICES  
(with attached Exhibits "A" and "B")**

This Agreement (the "Addendum No. 3") is made on this the 20 day of September, 2007 by and between the CITY OF ALVIN, TEXAS, a home-rule city of the State of Texas (the "City") and IESI TX CORPORATION, a Texas corporation (the "Contractor").

**WHEREAS**, on August 18, 2005 the City approved and entered into a Contract with IESI TX Corporation for refuse collection and disposal services (the "Contract"); and

**WHEREAS**, the Contract provided for a ten-year term extending through September 30, 2015; and

**WHEREAS**, the City and the Contractor desire to amend the Contract to provide for an increase in service rates to Contractor due to an increase in CPI-U, as shown in Exhibit "A" and an increase in landfill costs, as shown in Exhibit "B";

**WITNESSETH:**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the City and the Contractor hereby agree as follows:

**I.**

The Contract is amended by adding this Addendum No. 3 with Exhibits "A" and "B" to the Contract pursuant to Section 11, Compensation to Contractor, subsections (a) Rates, (b) CPI-U Adjustment, and (c) Operating Cost Adjustment.

Commencing October 1, 2007, the rates charged to the City for the services provided by the Contractor shall be those rates as outlined in Exhibits "A" and "B", attached hereto.

II.

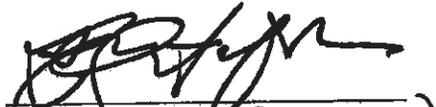
Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Contract and this Addendum No. 3, the provisions of the Addendum No. 3 shall control. This Addendum No. 3 may only be amended, modified or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed this Addendum No. 3 to the Contract for Refuse Collection and Disposal Services in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

CONTRACTOR:  
IESI TX CORPORATION

CITY:  
CITY OF ALVIN, TEXAS

By:

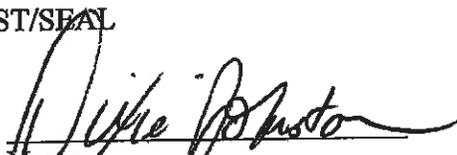
  
Name: Tom Overton  
Title: VICE PRESIDENT

By:

  
Name: Gary Appelt  
Title: Mayor

ATTEST/SEAL

By:

  
Name: Mike Johnston  
Title: \_\_\_\_\_

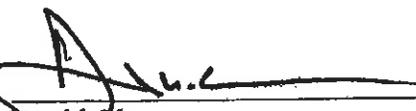
ATTEST/SEAL

By:

  
Name: Thomas W. Peebles  
Title: City Clerk

APPROVED AS TO FORM:

By:

  
Name: David Olson  
Title: Interim City Attorney

**CITY OF ALVIN**  
**SOLID WASTE SCHEDULE (with 1.6% CPI)**  
**EFFECTIVE 10/01/2007**

Residential Sack (Garbage)	\$ 9.22 per month
Residential Heavy Trash/Brush	\$ 0.54 per month
Curb Side Recycle	\$ 0.25 per month
(1) 95 Gallon Cart (1 time/week)	\$ 16.07 per month
(1) 95 Gallon Cart (2 times/week)	\$ 19.22 per month
(2) 95 Gallon Cart (1 times/week)	\$ 22.38 per month
(2) 95 Gallon Cart (2 times/week)	\$ 25.53 per month

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						
	1	2	3	4	5	6	7
20 yd	\$ 46.03	\$ 67.78	\$ 80.84	\$ 100.56	\$ -	\$ -	\$ 34.89
30 yd	\$ 56.18	\$ 86.61	\$ 118.76	\$ 148.87	\$ -	\$ -	\$ 34.89
40 yd	\$ 66.38	\$ 100.81	\$ 136.30	\$ 172.74	\$ -	\$ -	\$ 42.06
42 yd	\$ 81.98	\$ 135.21	\$ 172.02	\$ 229.42	\$ 286.73	\$ 344.10	\$ 63.09
44 yd	\$ 96.29	\$ 166.14	\$ 229.42	\$ 305.86	\$ 382.31	\$ 458.75	\$ 84.12

**ROLL OFF CONTAINERS**

Haul Rates	Haul	Delivery	Rental	Deposit
20 yard	\$ 243.64	\$ 83.28	\$ 3.15	\$ 105.16
30 yard	\$ 299.59	\$ 83.28	\$ 3.15	\$ 105.16
40 yard	\$ 355.64	\$ 83.28	\$ 3.15	\$ 105.16
28 yrd Compactors	\$ 313.41	\$ 83.28	\$ 10.52	\$ 105.16
30 yrd Compactors	\$ 326.40	\$ 83.28	\$ 10.52	\$ 105.16
35 yrd Compactors	\$ 358.90	\$ 83.28	\$ 12.62	\$ 105.16
40 yrd Compactors	\$ 391.39	\$ 83.28	\$ 12.62	\$ 105.16
42 yrd Compactors	\$ 404.39	\$ 83.28	\$ 12.62	\$ 105.16

Exhibit "A"

**CITY OF ALVIN**  
**SOLID WASTE SCHEDULE (Landfill Increase only)**  
**EFFECTIVE 10/01/2007**

Residential Sack (Garbage)	\$ 0.05 per month
Residential Heavy Trash/Brush	\$ - per month
Curb Side Recycle	\$ - per month
(1) 95 Gallon Cart (1 time/week)	\$ 0.05 per month
(1) 95 Gallon Cart (2 times/week)	\$ 0.05 per month
(2) 95 Gallon Cart (1 times/week)	\$ 0.05 per month
(2) 95 Gallon Cart (2 times/week)	\$ 0.05 per month

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						
	1	2	3	4	5	6	7
20 YD	\$0.19	\$0.38	\$0.57	\$0.77	\$0.00	\$0.00	\$ 34.53
30 YD	\$0.29	\$0.57	\$0.86	\$1.15	\$0.00	\$0.00	\$ 34.63
40 YD	\$0.38	\$0.77	\$1.15	\$1.53	\$0.00	\$0.00	\$ 41.78
50 YD	\$0.57	\$1.15	\$1.72	\$2.30	\$2.87	\$3.44	\$ 62.67
60 YD	\$0.77	\$1.53	\$2.30	\$3.06	\$3.83	\$4.59	\$ 83.67

**ROLL OFF CONTAINERS**

Haul Rates	Haul	Delivery	Rental	Deposit
20 yard	\$ 2.45	\$ 83.28	\$ 3.15	\$ 105.16
30 yard	\$ 2.45	\$ 83.28	\$ 3.15	\$ 105.16
40 yard	\$ 3.43	\$ 83.28	\$ 3.15	\$ 105.16
28 yrd Compactors	\$ 2.94	\$ 83.28	\$ 10.52	\$ 105.16
30 yrd Compactors	\$ 3.67	\$ 83.28	\$ 10.52	\$ 105.16
35 yrd Compactors	\$ 3.92	\$ 83.28	\$ 12.62	\$ 105.16
40 yrd Compactors	\$ 4.41	\$ 83.28	\$ 12.62	\$ 105.16
42 yrd Compactors	\$ 4.41	\$ 83.28	\$ 12.62	\$ 105.16

Exhibit "B"

**ADDENDUM No. 4 TO CITY OF ALVIN  
CONTRACT FOR REFUSE COLLECTION AND DISPOSAL SERVICES  
(with attached Exhibits "A" and "B")**

This Agreement (the "Addendum No. 4") is made on this the 21<sup>st</sup> day of July, 2008 by and between the CITY OF ALVIN, TEXAS, a home-rule city of the State of Texas (the "City") and IESI TX CORPORATION, a Texas corporation (the "Contractor").

**WHEREAS**, on August 18, 2005 the City approved and entered into a Contract with IESI TX Corporation for refuse collection and disposal services (the "Contract"); and

**WHEREAS**, the Contract provided for a ten-year term extending through September 30, 2015; and

**WHEREAS**, the City and the Contractor desire to amend the Contract to provide for an increase in service rates to Contractor due to an increase in CPI-U, as shown in Exhibit "A"; and Contractor agrees to pay a monthly fee of one thousand dollars (\$1,000.00) per month for Recycling reimbursement, as shown in Exhibit "B";

**WITNESSETH:**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the City and the Contractor hereby agree as follows:

**I.**

The Contract is amended by adding Addendum No. 4 with Exhibit "A" to the Contract pursuant to Section 11, Compensation to Contractor, subsections (a) Rates, (b) CPI-U Adjustment, and (c) Operating Cost Adjustment.

Commencing October 1, 2008, the rates charged to the City for the services provided by the Contractor shall be those rates as outlined in Exhibit "A", attached hereto.

**II.**

The Contract is amended by adding Addendum No. 4 with Exhibit "B" to the Contract pursuant to Section 9, Standards for Service, subsections (i) Recycling Collection and Processing, and (j) Annual Recycling Bids.

Commencing October 1, 2008, IESI will make a monthly payment to the City in the amount of One Thousand Dollars (\$1,000.00) for recycling proceeds, which shall be reviewed annually with the CPI-U adjustment; as outlined in Exhibit "B", attached hereto.

**III.**

Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Contract and Addendum No. 4, the provisions of Addendum No. 4 shall control. Addendum No. 4 may only be amended, modified or supplemented by written agreement and signed by all the parties.

**IN WITNESS WHEREOF**, the parties have made and executed Addendum No. 4 to the Contract for Refuse Collection and Disposal Services in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

CONTRACTOR:  
IESI TX CORPORATION

By: \_\_\_\_\_

Name: ROSIE COFFIN  
Title: Director of Operations

CITY:  
CITY OF ALVIN, TEXAS

By: \_\_\_\_\_

Gary Appelt  
Gary Appelt  
Mayor

ATTEST/SEAL

By: Thomas W. Peebles  
Thomas W. Peebles  
City Clerk

APPROVED AS TO FORM:

By: Bobbi Kacz  
Bobbi Kacz  
City Attorney



## IESI TX Corporation

July 9, 2008

Mr. Paul Horn, City Manager  
City of Alvin  
216 West Sealy  
Alvin, TX 77512

VIA HAND DELIVERY

**RE: ANNUAL CPI and OPERATING  
COST ADJUSTMENT REQUEST**

Dear Mr. Horn:

Pursuant to our contract regarding an annual CPI-U adjustment, attached is the Houston CPI-U (See attached) most recent available information. This CPI-U reflects an increase of 2.5 % year over year.

We also request that the CPI adjustment apply to the small commercial hand pick, commercial, and roll-off customers effective October 1, 2008. These increases are shown on the attached rate schedule.

In addition, effective April 1, 2008 IESI's cost of operations increased as a result of a landfill rate adjustment at WMI's Coastal Landfill. The residential rate adjustment would be \$.09 per home per month. This rate adjustment from WMI's Coastal Landfill is \$.53 per compacted ton and an industry average of a home generating 1.2 tons per home per year. The new residential rate would increase from \$10.06 per home to \$10.40 (CPI and disposal increase) per home; once approved by council and to be effective October 1, 2008.

The commercial increase is based upon 85 lbs. per loose yard. I have attached a spreadsheet for the increase per container size and frequency.

The roll off rate adjustment for non-compacted is \$.51 per ton and is based upon 5 tons for a 20 yard, 5 tons for a 30 yard and 7 tons for a 40 yard. While the rates for roll off compacted is \$.53 per ton and is based upon a 28 yard self contained at 6 tons, a 30 yard self contained at 7.5 tons, a 35 yard self contained at 8 tons and a 40-42 yard stationary compactor at 9 tons. I have also attached a spreadsheet for the roll off landfill adjustment.

Mr. Paul Horn  
Page 2  
June 27, 2007

Thank you for allowing IBSI to provide the residents of the City of Alvin residential, recycling, commercial, and roll off service. If you have any questions, please do not hesitate to contact me at 281-331-0810.

Sincerely,



Royce Gray  
District Manager

Attachments

cc: Suzy Kou-Alvin Finance Director  
Dean Sullivan-IBSI District Controller

**EXHIBIT "A"**  
**CITY OF ALVIN**  
**SOLID WASTE SCHEDULE (2008 landfill pass-through only)**  
**EFFECTIVE 10/01/2008**

Residential Sack (Garbage)	\$ 0.07 per month
Residential Heavy Trash/Brush	\$ 0.02 per month
Curb Side Recycle	\$ - per month
(1) 95 Gallon Cart (1 time/week)	\$ 0.07 per month
(1) 95 Gallon Cart (2 times/week)	\$ 0.13 per month
(2) 95 Gallon Cart (1 time/week)	\$ 0.13 per month
(2) 95 Gallon Cart (2 times/week)	\$ 0.27 per month

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week							
	1	2	3	4	5	6	7	8
	\$ 0.20	\$ 0.39	\$ 0.59	\$ 0.78	\$ 0.96	\$ 1.17	\$ 0.04	
	\$ 0.29	\$ 0.69	\$ 0.88	\$ 1.17	\$ 1.46	\$ 1.76	\$ 0.07	
	\$ 0.39	\$ 0.78	\$ 1.17	\$ 1.56	\$ 1.95	\$ 2.34	\$ 0.09	
	\$ 0.59	\$ 1.17	\$ 1.76	\$ 2.34	\$ 2.93	\$ 3.51	\$ 0.13	
	\$ 0.78	\$ 1.56	\$ 2.34	\$ 3.12	\$ 3.90	\$ 4.68	\$ 0.18	

**ROLL OFF CONTAINERS**

Haul Rates	Haul	Delivery	Rental	Deposit
20 yard	\$ 2.55	NA	NA	NA
30 yard	\$ 2.55	NA	NA	NA
40 yard	\$ 3.57	NA	NA	NA
28 yrd Compactors	\$ 3.18	NA	NA	NA
30 yrd Compactors	\$ 3.98	NA	NA	NA
35 yrd Compactors	\$ 4.24	NA	NA	NA
40 yrd Compactors	\$ 4.77	NA	NA	NA
42 yrd Compactors	\$ 4.77	NA	NA	NA

**EXHIBIT "A"**  
**CITY OF ALVIN**  
**SOLID WASTE SCHEDULE (with 2.5% CPI and landfill pass-through)**  
**EFFECTIVE 10/01/2008**

1.025

Residential Sack (Garbage)	\$ 9.57 per month
Residential Heavy Trash/Brush	\$ 0.57 per month
Curb Side Recycle	\$ 0.25 per month
(1) 95 Gallon Cart (1 time/week)	\$ 16.59 per month
(1) 95 Gallon Cart (2 times/week)	\$ 19.89 per month
(2) 95 Gallon Cart (1 times/week)	\$ 23.12 per month
(2) 95 Gallon Cart (2 times/week)	\$ 25.49 per month

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						
	\$ 47.57	\$ 70.25	\$ 84.03	\$ 104.54			\$ 95.00
	\$ 58.17	\$ 86.94	\$ 123.51	\$ 154.94			\$ 35.13
	\$ 67.79	\$ 104.90	\$ 142.06	\$ 180.19			\$ 43.59
	\$ 84.58	\$ 140.94	\$ 179.84	\$ 239.85	\$ 299.77	\$ 369.74	\$ 65.38
	\$ 100.27	\$ 173.42	\$ 239.85	\$ 319.75	\$ 399.69	\$ 479.51	\$ 67.19

**ROLL OFF CONTAINERS**

Haul Rates	Haul	Delivery	Rental	Deposit
20 yard	\$ 254.89	\$ 85.36	\$ 3.23	\$ 107.79
30 yard	\$ 312.14	\$ 85.36	\$ 3.23	\$ 107.79
40 yard	\$ 371.62	\$ 85.36	\$ 3.23	\$ 107.79
28 yrd Compactors	\$ 327.44	\$ 85.36	\$ 10.78	\$ 107.79
30 yrd Compactors	\$ 342.30	\$ 85.36	\$ 10.78	\$ 107.79
35 yrd Compactors	\$ 376.13	\$ 85.36	\$ 12.94	\$ 107.79
40 yrd Compactors	\$ 410.47	\$ 85.36	\$ 12.94	\$ 107.79
42 yrd Compactors	\$ 428.79	\$ 85.36	\$ 12.94	\$ 107.79

**EXHIBIT "A"**  
**CITY OF ALVIN**  
**SOLID WASTE SCHEDULE (with 1.6% CPI and landfill pass-through)**  
**EFFECTIVE 10/01/2007**

Residential Sack (Garbage)	\$ 9.27 per month
Residential Heavy Trash/Brush	\$ 0.54 per month
Curb Side Recycle	\$ 0.25 per month
(1) 95 Gallon Cart (1 time/week)	\$ 16.12 per month
(1) 95 Gallon Cart (2 times/week)	\$ 19.27 per month
(2) 95 Gallon Cart (1 time/week)	\$ 22.45 per month
(2) 95 Gallon Cart (2 times/week)	\$ 25.58 per month

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						
	1	2	3	4	5	6	7
	\$ 46.22	\$ 66.16	\$ 81.41	\$ 101.33	\$ -	\$ -	\$ 35.08
	\$ 58.47	\$ 87.18	\$ 119.64	\$ 160.02	\$ -	\$ -	\$ 35.18
	\$ 85.76	\$ 101.58	\$ 137.45	\$ 174.27	\$ -	\$ -	\$ 42.44
	\$ 81.95	\$ 136.36	\$ 173.74	\$ 231.72	\$ 289.80	\$ 347.54	\$ 69.86
	\$ 97.08	\$ 167.67	\$ 231.72	\$ 308.92	\$ 386.14	\$ 463.34	\$ 84.89

**ROLL OFF CONTAINERS**

Haul Rates	Haul	Delivery	Rental	Deposit
20 yard	\$ 245.99	\$ 83.28	\$ 3.15	\$ 105.16
30 yard	\$ 302.04	\$ 83.28	\$ 3.15	\$ 105.16
40 yard	\$ 359.07	\$ 83.28	\$ 3.15	\$ 105.16
28 yrd Compactors	\$ 318.35	\$ 83.28	\$ 10.52	\$ 105.16
30 yrd Compactors	\$ 330.07	\$ 83.28	\$ 10.52	\$ 105.16
35 yrd Compactors	\$ 362.82	\$ 83.28	\$ 12.62	\$ 105.16
40 yrd Compactors	\$ 395.80	\$ 83.28	\$ 12.62	\$ 105.16
42 yrd Compactors	\$ 408.80	\$ 83.28	\$ 12.62	\$ 105.16



RECEIVED  
JUL 21 2008  
CITY ATTORNEY

July 21, 2008

Jerry Collins  
Office of City Attorney  
City of Alvin  
216 West Sealy  
Alvin, Texas 77512

Re: Solid Waste and Recycling Contract

Dear Mr. Collins,

Pursuant to the discussion at the City Workshop, please accept this as our agreement to amend the contract to allow for IESI to collect the recycling within the City in a manner that is efficient and that will insure that the acceptable list of items are delivered to a Registered Recycling Facility. IESI will remit \$1,000.00 each month to the City of Alvin for payment of the value of the commodities collected beginning October 1, 2008.

If you have any questions please give me a call.

Thanks



Royce Gray  
District Manager  
South Texas District

Cc: Paul Horn, City Manager

P. O. Box 1508 • Alvin, TX 77512 • (281) 331-0810 • FAX (281) 331-1660  
Residential • Commercial • Recycling

Exhibit "B"

**ADDENDUM No. 5 TO CITY OF ALVIN  
CONTRACT FOR REFUSE COLLECTION AND DISPOSAL SERVICES  
(with attached Exhibit "A")**

This Agreement (the "Addendum No. 5") is made on this the 20<sup>th</sup> day of August, 2009 by and between the CITY OF ALVIN, TEXAS, a home-rule city of the State of Texas (the "City") and IESI TX CORPORATION, a Texas corporation (the "Contractor").

**WHEREAS**, on August 18, 2005 the City approved and entered into a Contract with IESI TX Corporation for refuse collection and disposal services (the "Contract"); and

**WHEREAS**, the Contract provided for a ten-year (10) term extending through September 30, 2015; and

**WHEREAS**, the City and the Contractor desire to amend the Contract to provide for an increase in service rates to Contractor due to an increase in CPI-U and Landfill rate increase, as shown in Exhibit "A";

**WHEREAS**, the City and the Contractor desire to amend the Contract to provide for new provisions regarding Roll-Off and Compactor Containers, as shown in Exhibit "A";

**WITNESSETH:**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the City and the Contractor hereby agree as follows:

**I.**

The Contract is amended by adding Addendum No. 5 with Exhibit "A" to the Contract pursuant to Section 11, Compensation to Contractor, subsections (a) Rates, (b) CPI-U Adjustment, (c) Operating Cost Adjustment and (d) Landfill Cost Adjustment.

Commencing October 1, 2009, the rates charged to the City for the services provided by the Contractor shall be those rates as outlined in Exhibit "A", attached hereto.

**II.**

The Contract is amended by adding Addendum No. 5 (with attached Exhibit "A") to the Contract by providing a new provision to Section 11, Compensation to Contractor, (g) Billings styled (3) Roll-Off and Compactor Containers.

Commencing October 1, 2009, IESI will handle all aspects of customer service and customer charges of roll-off and compactor containers for customers within the city, and the Contractor will submit ten (10%) percent of total charges as a monthly rebate to the City; as outlined in Exhibit "A", attached hereto.

**III.**

Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Contract and Addendum No. 5, the provisions of Addendum No. 5 shall control. Addendum No. 5 may only be amended, modified or supplemented by written agreement and signed by all the parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 5 to the Contract for Refuse Collection and Disposal Services in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

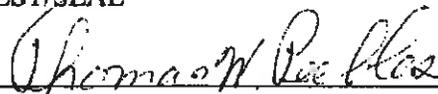
CONTRACTOR:  
IESI TX CORPORATION

CITY:  
CITY OF ALVIN, TEXAS

By:   
Name: JOHN W. ANDERSON  
Title: VICE PRESIDENT

By:   
Gary Appelt  
Mayor

ATTEST/SEAL

By:   
Thomas W. Peebles  
City Clerk

APPROVED AS TO FORM:

By:   
Bobbi Kacz  
City Attorney



**RECEIVED**  
**JUL 27 2009**  
**CITY ATTORNEY**

July 24, 2009

Mr. Paul Horn, City Manager  
City of Alvin  
216 West Sealy  
Alvin, TX 77512

VIA HAND DELIVERY

**RE: ANNUAL CPI and OPERATING  
COST ADJUSTMENT REQUEST**

Dear Mr. Horn:

IESI would like to sincerely thank you for the great opportunity we have had to serve the citizens and community of Alvin. We enjoy and appreciate the relationship between IESI and the City of Alvin and look forward to serving this city for many years to come.

Pursuant to our contract regarding an annual CPI-U adjustment, attached is the Houston CPI-U (See attached) most recent available information. This CPI-U reflects an increase of 0.5 % year over year.

We also request that the CPI adjustment apply to the small commercial hand pick, commercial, and roll-off customers effective October 1, 2009. These increases are shown on the attached rate schedule.

In addition, effective April 1, 2009 IESI's cost of operations increased as a result of a landfill rate adjustment at WMI's Coastal Landfill. The residential rate adjustment would be \$.11 per home per month. This rate adjustment from WMI's Coastal Landfill is \$.78 per compacted ton and an industry average of a home generating 1.2 tons per home per year. The new residential rate would increase from \$10.40 per home to \$10.57 (CPI and disposal increase) per home; once approved by council and to be effective October 1, 2009.

The commercial increase is based upon 85 lbs. per loose yard. I have attached a spreadsheet for the increase per container size and frequency.

Regarding roll-off, IESI proposes modifying the existing rate structure by invoicing as haul plus disposal vs. the current "all-in" rate. All open-tops and compactors would be billed by a flat haul rate plus the applicable tonnage weight multiplied by an amount per ton, with a 3 ton minimum. The rate schedule is attached for your review. The City of Alvin would be paid a monthly franchise fee based on the monthly gross roll-off billings.

Mr. Paul Horn  
Page 2  
July 24, 2009

Thank you for allowing IESI to provide the residents of the City of Alvin residential, recycling, commercial, and roll off service. If you have any questions, please do not hesitate to contact me at 281-331-0810.

Sincerely,



Royce Gray  
District Manager

Attachments

cc: Suzy Kou-Alvin Finance Director  
Dean Sullivan-IESI District Controller

**EXHIBIT "A"**  
**CITY OF ALVIN**  
**SOLID WASTE SCHEDULE (with .5% CPI and landfill pass-through)**  
**EFFECTIVE 10/01/2009**

1.005

Residential Sack (Garbage)	\$ 9.70 per month
Residential Heavy Trash/Brush	\$ 0.61 per month
Curb Side Recycle	\$ 0.26 per month
<b>TTL Resi Rate</b>	<b>\$ 10.57</b>

(1) 95 Gallon Cart (1 time/week)	\$ 16.75 per month
(1) 95 Gallon Cart (2 times/week)	\$ 20.14 per month
(2) 95 Gallon Cart (1 times/week)	\$ 23.39 per month
(2) 95 Gallon Cart (2 times/week)	\$ 26.93 per month

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	\$ 48.10	\$ 71.18	\$ 85.31	\$ 106.32			\$ 36.23
3 Cubic Yd	\$ 58.90	\$ 91.26	\$ 125.42	\$ 157.44			\$ 36.37
4 Cubic Yd	\$ 68.71	\$ 106.57	\$ 144.49	\$ 183.38			\$ 43.90
6 Cubic Yd	\$ 85.87	\$ 143.37	\$ 183.32	\$ 244.50	\$ 305.57	\$ 366.71	\$ 65.84
8 Cubic Yd	\$ 101.92	\$ 176.59	\$ 244.50	\$ 325.96	\$ 407.43	\$ 488.89	\$ 87.80

**ROLL OFF CONTAINERS**

Haul Rates	Haul	Delivery	Rental	Disposal/ Ton **
20 yard	\$ 175.00	\$ 85.00	\$ 3.00	\$ 22.00
30 yard	\$ 175.00	\$ 85.00	\$ 3.00	\$ 22.00
40 yard	\$ 175.00	\$ 85.00	\$ 3.00	\$ 22.00
28 yrd Compactors	\$ 225.00	\$ 85.00	NA	\$ 22.00
30 yrd Compactors	\$ 225.00	\$ 85.00	NA	\$ 22.00
35 yrd Compactors	\$ 225.00	\$ 85.00	NA	\$ 22.00
40 yrd Compactors	\$ 225.00	\$ 85.00	NA	\$ 22.00
42 yrd Compactors	\$ 225.00	\$ 85.00	NA	\$ 22.00

\*\* Disposal - 3 ton minimum

**ADDENDUM No. 6 TO CITY OF ALVIN  
CONTRACT FOR REFUSE COLLECTION AND DISPOSAL SERVICES  
(with attached Exhibit "A")**

This Agreement ("Addendum No. 6") is made on this the 2 day of September, 2010 by and between the CITY OF ALVIN, TEXAS, a home-rule city of the State of Texas (the "City") and IESI TX CORPORATION, a Texas corporation (the "Contractor").

**WHEREAS**, on August 18, 2005 the City approved and entered into a Contract with IESI TX Corporation for refuse collection and disposal services (the "Contract"); and

**WHEREAS**, the Contract provided for a ten-year (10) term extending through September 30, 2015; and

**WHEREAS**, the City and the Contractor desire to amend the Contract to provide for an increase in service rates to Contractor due to an increase in CPI-U and Landfill rate increase, as shown in Exhibit "A";

**WITNESSETH:**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the City and the Contractor hereby agree as follows:

**I.**

The Contract is amended by adding Addendum No. 6 with Exhibit "A" to the Contract pursuant to Section 11, Compensation to Contractor, subsections (a) Rates, (b) CPI-U Adjustment, (c) Operating Cost Adjustment and (d) Landfill Cost Adjustment.

Commencing October 1, 2010, the rates charged to the City for the services provided by the Contractor shall be those rates as outlined in Exhibit "A", attached hereto.

**II.**

Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Contract and Addendum No. 6, the provisions of Addendum No. 6 shall control. Addendum No. 6 may only be amended, modified or supplemented by written agreement and signed by all the parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 6 to the Contract for Refuse Collection and Disposal Services in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

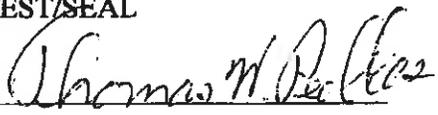
**CONTRACTOR:**  
**IESI TX CORPORATION**

By:   
Name: Rosee Gray  
Title: District Manager.

**CITY:**  
**CITY OF ALVIN, TEXAS**

By:   
Gary Appelt  
Mayor

**ATTEST/SEAL**

By:   
Thomas W. Peebles  
City Clerk

**APPROVED AS TO FORM:**

By:   
Bobbi Kacz  
City Attorney

**EXHIBIT "A"  
CITY OF ALVIN**

**SOLID WASTE SCHEDULE (2007 CPI /Landfill Pass through & Q1 2007 Fuel Surcharge)  
EFFECTIVE 10/01/2007**

<b>Residential Sack (Garbage)</b>	<b>\$ 9.50 per month</b>
<b>Residential Heavy Trash/Brush</b>	<b>\$ 0.55 per month</b>
<b>Curb Side Recycle</b>	<b>\$ 0.26 per month</b>
<b>(1) 95 Gallon Cart (1 time/week)</b>	<b>\$ 16.52 per month</b>
<b>(1) 95 Gallon Cart (2 times/week)</b>	<b>\$ 19.75 per month</b>
<b>(2) 95 Gallon Cart (1 times/week)</b>	<b>\$ 22.99 per month</b>
<b>(2) 95 Gallon Cart (2 times/week)</b>	<b>\$ 26.22 per month</b>

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	\$ 47.38	\$ 69.86	\$ 83.45	\$ 103.86	\$ -	\$ -	\$ 35.96
3 Cubic Yd	\$ 57.88	\$ 89.36	\$ 122.63	\$ 153.77	\$ -	\$ -	\$ 36.06
4 Cubic Yd	\$ 67.40	\$ 104.12	\$ 140.89	\$ 178.63	\$ -	\$ -	\$ 43.50
6 Cubic Yd	\$ 84.00	\$ 139.77	\$ 178.08	\$ 237.51	\$ 296.84	\$ 356.23	\$ 65.25
8 Cubic Yd	\$ 99.49	\$ 171.86	\$ 237.51	\$ 316.64	\$ 395.79	\$ 474.92	\$ 87.01

**ROLL OFF CONTAINERS**

Haul Rates	Haul	Delivery	Rental	Deposit
<b>20 yard</b>	<b>\$ 252.14</b>	<b>\$ 85.36</b>	<b>\$ 3.23</b>	<b>\$ 107.79</b>
<b>30 yard</b>	<b>\$ 309.59</b>	<b>\$ 85.36</b>	<b>\$ 3.23</b>	<b>\$ 107.79</b>
<b>40 yard</b>	<b>\$ 368.05</b>	<b>\$ 85.36</b>	<b>\$ 3.23</b>	<b>\$ 107.79</b>
<b>28 yrd Compactors</b>	<b>\$ 324.26</b>	<b>\$ 85.36</b>	<b>\$ 10.78</b>	<b>\$ 107.79</b>
<b>30 yrd Compactors</b>	<b>\$ 338.32</b>	<b>\$ 85.36</b>	<b>\$ 10.78</b>	<b>\$ 107.79</b>
<b>35 yrd Compactors</b>	<b>\$ 371.89</b>	<b>\$ 85.36</b>	<b>\$ 12.94</b>	<b>\$ 107.79</b>
<b>40 yrd Compactors</b>	<b>\$ 405.70</b>	<b>\$ 85.36</b>	<b>\$ 12.94</b>	<b>\$ 107.79</b>
<b>42 yrd Compactors</b>	<b>\$ 419.02</b>	<b>\$ 85.36</b>	<b>\$ 12.94</b>	<b>\$ 107.79</b>

**EXHIBIT "A"**  
**CITY OF ALVIN**  
**SOLID WASTE SCHEDULE (with 2.24% CPI and landfill pass-through)**  
**EFFECTIVE 10/01/2010**

**1.022**

Residential Sack (Garbage)	\$ 9.97 per month
Residential Heavy Trash/Brush	\$ 0.65 per month
Curb Side Recycle	\$ 0.27 per month
(1) 95 Gallon Cart (1 time/week)	\$ 17.18 per month
(1) 95 Gallon Cart (2 times/week)	\$ 20.71 per month
(2) 95 Gallon Cart (1 times/week)	\$ 24.03 per month
(2) 95 Gallon Cart (2 times/week)	\$ 27.77 per month

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	\$ 49.38	\$ 73.19	\$ 87.85	\$ 109.54			\$ 37.08
3 Cubic Yd	\$ 60.53	\$ 93.93	\$ 129.17	\$ 162.22			\$ 37.25
4 Cubic Yd	\$ 70.67	\$ 109.80	\$ 148.98	\$ 189.17			\$ 44.97
6 Cubic Yd	\$ 88.42	\$ 147.84	\$ 189.32	\$ 252.49	\$ 315.56	\$ 378.70	\$ 67.45
8 Cubic Yd	\$ 105.04	\$ 182.22	\$ 252.49	\$ 336.61	\$ 420.76	\$ 504.88	\$ 89.95

**ROLL OFF CONTAINERS**

Haul Rates	Haul	Delivery	Rental	Disposal/ Ton **
20 yard	\$ 180.00	\$ 87.00	\$ 3.00	\$ 22.66
30 yard	\$ 180.00	\$ 87.00	\$ 3.00	\$ 22.66
40 yard	\$ 180.00	\$ 87.00	\$ 3.00	\$ 22.66
28 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66
30 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66
35 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66
40 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66
42 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66

\*\* Disposal - 3 ton minimum

**EXHIBIT "A"**  
**CITY OF ALVIN**  
**SOLID WASTE SCHEDULE (2010 landfill pass-through only)**  
**EFFECTIVE 10/01/2010**

Residential Sack (Garbage)	\$ 0.06 per month
Residential Heavy Trash/Brush	\$ 0.02 per month
Curb Side Recycle	\$ - per month
(1) 95 Gallon Cart (1 time/week)	\$ 0.06 per month
(1) 95 Gallon Cart (2 times/week)	\$ 0.11 per month
(2) 95 Gallon Cart (1 times/week)	\$ 0.11 per month
(2) 95 Gallon Cart (2 times/week)	\$ 0.23 per month

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	\$ 0.21	\$ 0.42	\$ 0.63	\$ 0.84	\$ 1.05	\$ 1.26	\$ 0.04
3 Cubic Yd	\$ 0.31	\$ 0.63	\$ 0.94	\$ 1.26	\$ 1.57	\$ 1.89	\$ 0.07
4 Cubic Yd	\$ 0.42	\$ 0.84	\$ 1.26	\$ 1.68	\$ 2.10	\$ 2.52	\$ 0.09
6 Cubic Yd	\$ 0.63	\$ 1.26	\$ 1.89	\$ 2.52	\$ 3.15	\$ 3.78	\$ 0.13
8 Cubic Yd	\$ 0.84	\$ 1.68	\$ 2.52	\$ 3.36	\$ 4.20	\$ 5.03	\$ 0.18

**ROLL OFF CONTAINERS**

Haul Rates	Haul	Delivery	Rental	Disposal/ Ton **
20 yard	\$ 180.00	\$ 87.00	\$ 3.00	\$ 22.66
30 yard	\$ 180.00	\$ 87.00	\$ 3.00	\$ 22.66
40 yard	\$ 180.00	\$ 87.00	\$ 3.00	\$ 22.66
28 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66
30 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66
35 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66
40 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66
42 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66

**Landfill Rate Increase**

<b>Residential Sack (Garbage)</b>	<b>\$</b>	<b>0.06</b>	<b>per month</b>
<b>Residential Heavy Trash/Brush</b>	<b>\$</b>	<b>0.02</b>	<b>per month</b>
<b>Curb Side Recycle</b>	<b>\$</b>	<b>-</b>	<b>per month</b>
<b>(1) 95 Gallon Cart (1 time/week)</b>	<b>\$</b>	<b>0.06</b>	<b>per month</b>
<b>(1) 95 Gallon Cart (2 times/week)</b>	<b>\$</b>	<b>0.11</b>	<b>per month</b>
<b>(2) 95 Gallon Cart (1 times/week)</b>	<b>\$</b>	<b>0.11</b>	<b>per month</b>
<b>(2) 95 Gallon Cart (2 times/week)</b>	<b>\$</b>	<b>0.23</b>	<b>per month</b>

<b>\$</b>	<b>1.2 Tons/home/year</b>
	<b>0.57 PI</b>
	<b>12 Months</b>
	<b>2 Service</b>

<b>New LF Rate</b>	<b>\$</b>	<b>19.57</b>
<b>Old LF Rate</b>	<b>\$</b>	<b>19.00</b>
<b>Incr/Decr</b>	<b>\$</b>	<b>0.57</b>

Landfill Rate Increase  
**ROLL OFF CONTAINERS**

Haul Rates	2010	Haul	Delivery	Rental	Disposal/ Ton **	2009	Haul	Delivery	Rental	Disposal/ Ton **
20 yard	\$ 180.00	\$ 87.00	\$ 3.00	\$ 22.66	20 yard	\$ 175.00	\$ 85.00	\$ 3.00	\$ 22.00	20 yard
30 yard	\$ 180.00	\$ 87.00	\$ 3.00	\$ 22.66	30 yard	\$ 175.00	\$ 85.00	\$ 3.00	\$ 22.00	30 yard
40 yard	\$ 180.00	\$ 87.00	\$ 3.00	\$ 22.66	40 yard	\$ 175.00	\$ 85.00	\$ 3.00	\$ 22.00	40 yard
28 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66	28 yrd Compactors	\$ 225.00	\$ 85.00	NA	\$ 22.00	28 yrd Compactors
30 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66	30 yrd Compactors	\$ 225.00	\$ 85.00	NA	\$ 22.00	30 yrd Compactors
35 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66	35 yrd Compactors	\$ 225.00	\$ 85.00	NA	\$ 22.00	35 yrd Compactors
40 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66	40 yrd Compactors	\$ 225.00	\$ 85.00	NA	\$ 22.00	40 yrd Compactors
42 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66	42 yrd Compactors	\$ 225.00	\$ 85.00	NA	\$ 22.00	42 yrd Compactors

Disposal Increase 3%  
 CPI Increase 2.20%

Landfill Rate Increase

Yards per week

SIZE	1	2	3	4	5	6	Extra-Lifts
2	2.0	4.0	6.0	8.0	10.0	12.0	2.0
3	3.0	6.0	9.0	12.0	15.0	18.0	3.0
4	4.0	8.0	12.0	16.0	20.0	24.0	4.0
6	6.0	12.0	18.0	24.0	30.0	36.0	6.0
8	8.0	16.0	24.0	32.0	40.0	48.0	8.0

Yards per month

SIZE	1	2	3	4	5	6	Extra-Lifts
2	8.66	17.32	25.98	34.64	43.30	51.96	2.0
3	12.99	25.98	38.97	51.96	64.95	77.94	3.0
4	17.32	34.64	51.96	69.28	86.80	103.92	4.0
6	25.98	51.96	77.94	103.92	129.90	155.88	6.0
8	34.64	69.28	103.92	138.56	173.20	207.84	8.0

Yards per year

SIZE	1	2	3	4	5	6	Extra-Lifts
2	103.92	207.84	311.76	415.68	519.60	623.52	170.0
3	155.88	311.76	467.64	623.52	779.40	935.28	255.0
4	207.84	415.68	623.52	831.36	1,039.20	1,247.04	340.0
6	311.76	623.52	935.28	1,247.04	1,558.80	1,870.56	510.0
8	415.68	831.36	1,247.04	1,662.72	2,078.40	2,494.08	680.0

Lbs per year

SIZE	1	2	3	4	5	6	Extra-Lifts
2	8,833.2	17,666.4	26,499.6	35,332.8	44,166.0	52,999.2	170.0
3	13,249.8	26,499.6	39,749.4	52,999.2	66,249.0	79,498.8	255.0
4	17,666.4	35,332.8	52,999.2	70,665.6	88,332.0	105,998.4	340.0
6	26,499.6	52,999.2	79,498.8	105,998.4	132,498.0	158,997.6	510.0
8	35,332.8	70,665.6	105,998.4	141,331.2	176,664.0	211,996.8	680.0

Tons year

SIZE	1	2	3	4	5	6	Extra-Lifts
2	4.4166	8.8332	13.2498	17.6664	22.0830	26.4996	0.0850
3	6.6249	13.2498	19.8747	26.4996	33.1245	39.7494	0.1275
4	8.8332	17.6664	26.4996	35.3328	44.1660	52.9992	0.1700
6	13.2498	26.4996	39.7494	52.9992	66.2490	79.4988	0.2550
8	17.6664	35.3328	52.9992	70.6656	88.3320	105.9984	0.3400

4.33 weeks/mnth  
 12 mnths/year  
 85 lbs/yard  
 0.57 lf pi

PI per year

SIZE	1	2	3	4	5	6	Extra-Lfts
2	2.5175	5.0349	7.5524	10.0698	12.5873	15.1048	0.0442
3	3.7762	7.5524	11.3286	15.1048	18.8810	22.6572	0.0663
4	5.0349	10.0698	15.1048	20.1397	25.1746	30.2095	0.0884
6	7.5524	15.1048	22.6572	30.2095	37.7619	45.3143	0.1326
8	10.0698	20.1397	30.2095	40.2794	50.3492	60.4191	0.1768

PI per month

SIZE	1	2	3	4	5	6	Extra-Lfts
2	0.21	0.42	0.63	0.84	1.05	1.26	0.04
3	0.31	0.63	0.94	1.26	1.57	1.89	0.07
4	0.42	0.84	1.26	1.68	2.10	2.52	0.09
6	0.63	1.26	1.89	2.52	3.15	3.78	0.13
8	0.84	1.68	2.52	3.36	4.20	5.03	0.18

**EXHIBIT "A"**  
**CITY OF ALVIN**  
**SOLID WASTE SCHEDULE (with 0.5% CPI and landfill pass-through)**  
**EFFECTIVE 10/01/2009**

Residential Sack (Garbage)	\$ 9.70 per month
Residential Heavy Trash/Brush	\$ 0.61 per month
Curb Side Recycle	\$ 0.26 per month
(1) 95 Gallon Cart (1 time/week)	\$ 16.75 per month
(1) 95 Gallon Cart (2 times/week)	\$ 20.14 per month
(2) 95 Gallon Cart (1 times/week)	\$ 23.39 per month
(2) 95 Gallon Cart (2 times/week)	\$ 26.93 per month

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	\$ 48.10	\$ 71.18	\$ 85.31	\$ 106.32			\$ 36.23
3 Cubic Yd	\$ 58.90	\$ 91.26	\$ 125.42	\$ 157.44			\$ 36.37
4 Cubic Yd	\$ 68.71	\$ 106.57	\$ 144.49	\$ 183.38			\$ 43.90
6 Cubic Yd	\$ 85.87	\$ 143.37	\$ 183.32	\$ 244.50	\$ 305.57	\$ 366.71	\$ 65.84
8 Cubic Yd	\$ 101.92	\$ 176.59	\$ 244.50	\$ 325.96	\$ 407.43	\$ 488.89	\$ 87.80

**ROLL OFF CONTAINERS**

Haul Rates	Haul	Delivery	Rental	Disposal/ Ton **
20 yard	\$ 175.00	\$ 85.00	\$ 3.00	\$ 22.00
30 yard	\$ 175.00	\$ 85.00	\$ 3.00	\$ 22.00
40 yard	\$ 175.00	\$ 85.00	\$ 3.00	\$ 22.00
28 yrd Compactors	\$ 225.00	\$ 85.00	NA	\$ 22.00
30 yrd Compactors	\$ 225.00	\$ 85.00	NA	\$ 22.00
35 yrd Compactors	\$ 225.00	\$ 85.00	NA	\$ 22.00
40 yrd Compactors	\$ 225.00	\$ 85.00	NA	\$ 22.00
42 yrd Compactors	\$ 225.00	\$ 85.00	NA	\$ 22.00

\*\* Disposal - 3 ton minimum

**ADDENDUM NO. 7 TO CITY OF ALVIN  
CONTRACT FOR REFUSE COLLECTION AND DISPOSAL SERVICES  
(with attached Exhibit "A")**

This Agreement ("Addendum No. 7") is made on this the 1<sup>st</sup> day of September, 2011 by and between the CITY OF ALVIN, TEXAS, a home-rule city of the State of Texas (the "City") and IESI TX CORPORATION, a Texas corporation (the "Contractor").

**WHEREAS**, on August 18, 2005 the City approved and entered into a Contract with IESI TX Corporation for refuse collection and disposal services (the "Contract"); and

**WHEREAS**, the Contract provided for a ten-year (10) term extending through September 30, 2015; and

**WHEREAS**, the City and the Contractor desire to amend the Contract to provide for an increase in service rates to Contractor due to an increase in CPI-U and Landfill rate increase, as shown in Exhibit "A";

**WITNESSETH:**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the City and the Contractor hereby agree as follows:

**I.**

The Contract is amended by adding Addendum No. 7 with Exhibit "A" to the Contract pursuant to Section 11, Compensation to Contractor, subsections (a) Rates, (b) CPI-U Adjustment, (c) Operating Cost Adjustment and (d) Landfill Cost Adjustment.

Commencing October 1, 2011, the rates charged to the City for the services provided by the Contractor shall be those rates as outlined in Exhibit "A", attached hereto.

**II.**

Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Contract and Addendum No. 7, the provisions of Addendum No. 7 shall control. Addendum No. 7 may only be amended, modified or supplemented by written agreement and signed by all the parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 7 to the Contract for Refuse Collection and Disposal Services in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

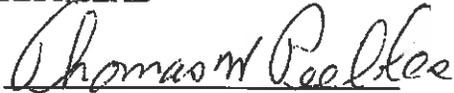
CONTRACTOR:  
IESI TX CORPORTATION

CITY:  
CITY OF ALVIN, TEXAS

By:   
Name: John Gustafson  
Title: VICED PRESIDENT

By:   
Gary Appelt  
Mayor

ATTEST/SEAL

By:   
Thomas W. Peebles  
City Clerk

APPROVED AS TO FORM:

By:   
Bobbi Kacz  
City Attorney

**EXHIBIT "A"**  
**CITY OF ALVIN**  
**SOLID WASTE SCHEDULE (with 3.76% CPI and landfill pass-through)**  
**EFFECTIVE 10/01/2011**

Residential Sack (Garbage)	\$ 10.40 per month
Residential Heavy Trash/Brush	\$ 0.70 per month
Curb Side Recycle	\$ 0.28 per month
(1) 95 Gallon Cart (1 time/week)	\$ 17.88 per month
(1) 95 Gallon Cart (2 times/week)	\$ 21.61 per month
(2) 95 Gallon Cart (1 times/week)	\$ 25.05 per month
(2) 95 Gallon Cart (2 times/week)	\$ 29.05 per month

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	\$ 51.45	\$ 76.38	\$ 91.80	\$ 114.53			\$ 38.52
3 Cubic Yd	\$ 63.13	\$ 98.11	\$ 135.00	\$ 169.62			\$ 38.72
4 Cubic Yd	\$ 73.76	\$ 114.80	\$ 155.88	\$ 198.02			\$ 46.75
6 Cubic Yd	\$ 92.40	\$ 154.70	\$ 198.39	\$ 264.59	\$ 330.68	\$ 396.85	\$ 70.12
8 Cubic Yd	\$ 109.86	\$ 190.81	\$ 264.59	\$ 352.74	\$ 440.92	\$ 529.08	\$ 93.51

**ROLL OFF CONTAINERS**

Haul Rates	Haul	Delivery	Rental	Disposal/ Ton **
20 yard	\$ 187.00	\$ 90.00	\$ 3.00	\$ 23.32
30 yard	\$ 187.00	\$ 90.00	\$ 3.00	\$ 23.32
40 yard	\$ 187.00	\$ 90.00	\$ 3.00	\$ 23.32
28 yrd Compactors	\$ 239.00	\$ 90.00	NA	\$ 23.32
30 yrd Compactors	\$ 239.00	\$ 90.00	NA	\$ 23.32
35 yrd Compactors	\$ 239.00	\$ 90.00	NA	\$ 23.32
40 yrd Compactors	\$ 239.00	\$ 90.00	NA	\$ 23.32
42 yrd Compactors	\$ 239.00	\$ 90.00	NA	\$ 23.32

\*\* Disposal - 3 ton minimum

**EXHIBIT "A"**  
**CITY OF ALVIN**  
**SOLID WASTE SCHEDULE (2011 landfill pass-through only)**  
**EFFECTIVE 10/01/2011**

Residential Sack (Garbage)	\$ 0.06 per month
Residential Heavy Trash/Brush	\$ 0.03 per month
Curb Side Recycle	\$ - per month
(1) 95 Gallon Cart (1 time/week)	\$ 0.06 per month
(1) 95 Gallon Cart (2 times/week)	\$ 0.12 per month
(2) 95 Gallon Cart (1 times/week)	\$ 0.12 per month
(2) 95 Gallon Cart (2 times/week)	\$ 0.24 per month

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	\$ 0.22	\$ 0.43	\$ 0.65	\$ 0.87	\$ 1.09	\$ 1.30	\$ 0.04
3 Cubic Yd	\$ 0.33	\$ 0.65	\$ 0.98	\$ 1.30	\$ 1.63	\$ 1.95	\$ 0.07
4 Cubic Yd	\$ 0.43	\$ 0.87	\$ 1.30	\$ 1.74	\$ 2.17	\$ 2.61	\$ 0.09
6 Cubic Yd	\$ 0.65	\$ 1.30	\$ 1.95	\$ 2.61	\$ 3.26	\$ 3.91	\$ 0.13
8 Cubic Yd	\$ 0.87	\$ 1.74	\$ 2.61	\$ 3.47	\$ 4.34	\$ 5.21	\$ 0.18

**ROLL OFF CONTAINERS**

Haul Rates	Haul	Delivery	Rental	Disposal/ Ton **
20 yard	\$ 186.77	\$ 90.27	\$ 3.00	\$ 23.32
30 yard	\$ 186.77	\$ 90.27	\$ 3.00	\$ 23.32
40 yard	\$ 186.77	\$ 90.27	\$ 3.00	\$ 23.32
28 yrd Compactors	\$ 238.65	\$ 90.27	NA	\$ 23.32
30 yrd Compactors	\$ 238.65	\$ 90.27	NA	\$ 23.32
35 yrd Compactors	\$ 238.65	\$ 90.27	NA	\$ 23.32
40 yrd Compactors	\$ 238.65	\$ 90.27	NA	\$ 23.32
42 yrd Compactors	\$ 238.65	\$ 90.27	NA	\$ 23.32



Landfill Rate Increase

**ROLL OFF CONTAINERS**

Haul Rates	2011	Haul	Delivery	Rental	Disposal/ Ton **	2010	Haul	Delivery	Rental	Disposal/ Ton **
20 yard	\$ 186.77	\$ 90.27	\$ 3.00	\$ 23.32	20 yard	\$ 180.00	\$ 87.00	\$ 3.00	\$ 22.66	
30 yard	\$ 186.77	\$ 90.27	\$ 3.00	\$ 23.32	30 yard	\$ 180.00	\$ 87.00	\$ 3.00	\$ 22.66	
40 yard	\$ 186.77	\$ 90.27	\$ 3.00	\$ 23.32	40 yard	\$ 180.00	\$ 87.00	\$ 3.00	\$ 22.66	
28 yrd Compactors	\$ 238.65	\$ 90.27	NA	\$ 23.32	28 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66	
30 yrd Compactors	\$ 238.65	\$ 90.27	NA	\$ 23.32	30 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66	
35 yrd Compactors	\$ 238.65	\$ 90.27	NA	\$ 23.32	35 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66	
40 yrd Compactors	\$ 238.65	\$ 90.27	NA	\$ 23.32	40 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66	
42 yrd Compactors	\$ 238.65	\$ 90.27	NA	\$ 23.32	42 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66	

Disposal Increase 0.0293 1.0293  
 CPI Increase 1.03760

Proposed Haul Rates	2010	Haul	Delivery	Rental	Disposal/ Ton **
20 yard	\$ 187.00	\$ 90.00	\$ 3.00	\$ 23.32	
30 yard	\$ 187.00	\$ 90.00	\$ 3.00	\$ 23.32	
40 yard	\$ 187.00	\$ 90.00	\$ 3.00	\$ 23.32	
28 yrd Compactors	\$ 239.00	\$ 90.00	NA	\$ 23.32	
30 yrd Compactors	\$ 239.00	\$ 90.00	NA	\$ 23.32	
35 yrd Compactors	\$ 239.00	\$ 90.00	NA	\$ 23.32	
40 yrd Compactors	\$ 239.00	\$ 90.00	NA	\$ 23.32	
42 yrd Compactors	\$ 239.00	\$ 90.00	NA	\$ 23.32	

Landfill Rate Increase

Yards per week

SIZE	1	2	3	4	5	6	Extra-Lifts
2	2.0	4.0	6.0	8.0	10.0	12.0	2.0
3	3.0	6.0	9.0	12.0	15.0	18.0	3.0
4	4.0	8.0	12.0	16.0	20.0	24.0	4.0
6	6.0	12.0	18.0	24.0	30.0	36.0	6.0
8	8.0	16.0	24.0	32.0	40.0	48.0	8.0

Yards per month

SIZE	1	2	3	4	5	6	Extra-Lifts
2	8.66	17.32	25.98	34.64	43.30	51.96	2.0
3	12.99	25.98	38.97	51.96	64.95	77.94	3.0
4	17.32	34.64	51.96	69.28	86.60	103.92	4.0
6	25.98	51.96	77.94	103.92	129.90	155.88	6.0
8	34.64	69.28	103.92	138.56	173.20	207.84	8.0

Yards per year

SIZE	1	2	3	4	5	6	Extra-Lifts
2	103.92	207.84	311.76	415.68	519.60	623.52	170.0
3	155.88	311.76	467.64	623.52	779.40	935.28	255.0
4	207.84	415.68	623.52	831.36	1,039.20	1,247.04	340.0
6	311.76	623.52	935.28	1,247.04	1,558.80	1,870.56	510.0
8	415.68	831.36	1,247.04	1,662.72	2,078.40	2,494.08	680.0

Lbs per year

SIZE	1	2	3	4	5	6	Extra-Lifts
2	8,833.2	17,666.4	26,499.6	35,332.8	44,166.0	52,999.2	170.0
3	13,249.8	26,499.6	39,749.4	52,999.2	66,249.0	79,498.8	255.0
4	17,666.4	35,332.8	52,999.2	70,665.6	88,332.0	105,998.4	340.0
6	26,499.6	52,999.2	79,498.8	105,998.4	132,498.0	158,997.6	510.0
8	35,332.8	70,665.6	105,998.4	141,331.2	176,664.0	211,996.8	680.0

Tons year

SIZE	1	2	3	4	5	6	Extra-Lifts
2	4.4166	8.8332	13.2498	17.6664	22.0830	26.4996	0.0850
3	6.6249	13.2498	19.8747	26.4996	33.1245	39.7494	0.1275
4	8.8332	17.6664	26.4996	35.3328	44.1660	52.9992	0.1700
6	13.2498	26.4996	39.7494	52.9992	66.2490	79.4988	0.2550
8	17.6664	35.3328	52.9992	70.6656	88.3320	105.9984	0.3400

4.33 weeks/mnth
12 mnths/year
85 lbs/yard
\$ 0.59 lf pi

PI per year

SIZE	1	2	3	4	5	6	Extra-Lifts
2	2.6058	5.2116	7.8174	10.4232	13.0290	15.6348	0.0442
3	3.9087	7.8174	11.7261	15.6348	19.5435	23.4521	0.0663
4	5.2116	10.4232	15.6348	20.8464	26.0579	31.2695	0.0884
6	7.8174	15.6348	23.4521	31.2695	39.0869	46.9043	0.1326
8	10.4232	20.8464	31.2695	41.6927	52.1159	62.5391	0.1768

PI per month

SIZE	1	2	3	4	5	6	Extra-Lifts
2	0.22	0.43	0.65	0.87	1.09	1.30	0.04
3	0.33	0.65	0.98	1.30	1.63	1.95	0.07
4	0.43	0.87	1.30	1.74	2.17	2.61	0.09
6	0.65	1.30	1.95	2.61	3.26	3.91	0.13
8	0.87	1.74	2.61	3.47	4.34	5.21	0.18

**EXHIBIT "A"**  
**CITY OF ALVIN**  
**SOLID WASTE SCHEDULE (with 0.5% CPI and landfill pass-through)**  
**EFFECTIVE 10/01/2010**

Residential Sack (Garbage)	\$ 9.97 per month
Residential Heavy Trash/Brush	\$ 0.65 per month
Curb Side Recycle	\$ 0.27 per month
(1) 95 Gallon Cart (1 time/week)	\$ 17.18 per month
(1) 95 Gallon Cart (2 times/week)	\$ 20.71 per month
(2) 95 Gallon Cart (1 times/week)	\$ 24.03 per month
(2) 95 Gallon Cart (2 times/week)	\$ 27.77 per month

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	\$ 49.38	\$ 73.19	\$ 87.85	\$ 109.54			\$ 37.08
3 Cubic Yd	\$ 60.53	\$ 93.93	\$ 129.17	\$ 162.22			\$ 37.25
4 Cubic Yd	\$ 70.67	\$ 109.80	\$ 148.98	\$ 189.17			\$ 44.97
6 Cubic Yd	\$ 88.42	\$ 147.84	\$ 189.32	\$ 252.49	\$ 315.56	\$ 378.70	\$ 67.45
8 Cubic Yd	\$ 105.04	\$ 182.22	\$ 252.49	\$ 336.61	\$ 420.76	\$ 504.88	\$ 89.95

**ROLL OFF CONTAINERS**

Haul Rates	Haul	Delivery	Rental	Disposal/ Ton **
20 yard	\$ 180.00	\$ 87.00	\$ 3.00	\$ 22.66
30 yard	\$ 180.00	\$ 87.00	\$ 3.00	\$ 22.66
40 yard	\$ 180.00	\$ 87.00	\$ 3.00	\$ 22.66
28 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66
30 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66
35 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66
40 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66
42 yrd Compactors	\$ 230.00	\$ 87.00	NA	\$ 22.66

\*\* Disposal - 3 ton minimum

**ADDENDUM NO. 8  
TO CITY OF ALVIN CONTRACT  
FOR REFUSE COLLECTION AND DISPOSAL SERVICES**

**THIS EIGHTH ADDENDUM** (the "Eighth Addendum") is entered into this 16 day of August, 2012, to be effective on November 1, 2012, by and between Progressive Waste Solutions of TX, Inc. (the "Contractor") and the City of Alvin, Texas (the "City").

**RECITALS:**

**WHEREAS**, the Contractor changed its name on June 20, 2012, from IESI TX Corporation to Progressive Waste Solutions of TX, Inc.;

**WHEREAS**, the City and the Contractor entered into a Contract for Refuse Collection and Disposal Services on or about August 18, 2005 (the "Original Agreement");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 1 on or about September 12, 2006 (the "First Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 2 on or about March 15, 2007 (the "Second Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 3 on or about September 20, 2007 (the "Third Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 4 on or about July 21, 2008 (the "Fourth Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 5 on or about September 18, 2009 (the "Fifth Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 6 on or about September 2, 2010 (The "Sixth Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 7 on or about September 1, 2011(the "Seventh Addendum");

**WHEREAS**, the Original Agreement, the First Addendum, the Second Addendum, the Third Addendum, the Fourth Addendum, the Fifth Addendum, the Sixth Addendum and the Seventh Addendum to the Original Agreement are hereby collectively referred to as the "Agreement"; and

**WHEREAS**, the City and the Contractor mutually desire to amend and extend the Agreement as further described herein.

## AGREEMENT:

NOW, THEREFORE, and in consideration of the promises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledge, the parties agree as follows:

1. Term. – Pursuant to Section 3 of the Agreement, the term of the Agreement is hereby extended for an additional five year period beginning on October 1, 2015, thereby extending the termination date for the Agreement to September 30, 2020. The last sentence of Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“At the expiration of the term of this Agreement, the Agreement will be extended for an additional term of five (5) years; provided, that neither party provides the other party with written notice of its intent to terminate this Agreement at least 90 days prior to the expiration date of this Agreement. If either party provides such notice, this Agreement will cease to be renewed and will terminate on September 30, 2020.”

2. Definitions. – The following definitions from Section 1.00 of the Agreement are hereby amended as follows:

A. “Sections 1(j) and 1(q) of the Agreement are hereby deleted in their entirety.

B. The following definitions are hereby added to the Agreement as Sections 1(w), 1(x), 1(y), 1(z) and 1(aa), respectively:

(w) **Bundled Brush** shall mean brush which is securely fastened together in bundles not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight.

(x) **Cost Adjustment Year** shall mean the time period from October 1 to September 30.

(y) **Recycling Cart** shall mean a Cart provided by the Contractor to for the collection of Recyclable Materials.

(z) **Refuse Cart** shall mean a Cart provided by the Contractor to for the collection of Residential Refuse.

Note: Any reference to the term “recycling bin” in the Agreement shall hereafter mean Recycling Cart.

(aa) **Recyclable Materials** shall mean:

(i) Newspapers, magazines and catalogs, and other paper items such as mail, paper bags or other paper;

(ii) Glass bottles and jars (excluding mirrors, windows, ceramics and other glass products);

- (iii) Metal cans composed of tin, steel or aluminum (excluding scrap metal);  
and
- (iv) Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7.”

3. Cart Delivery. - On or around November 1, 2012, the Contractor shall deliver one (1) Refuse Cart and (1) Recycling Cart to each Residential Unit located within the City, and remove all old Carts belonging to the Contractor. Thereafter, the Contractor shall provide any new Residential Unit with one (1) Refuse Cart and (1) Recycling Cart so that Contractor may service such Residential Unit.

4. Residential. - Section 9(d)(3) of the Agreement is hereby deleted in its entirety and replaced with the following:

(i) Residential Refuse and Recyclable Materials. The Contractor will collect Residential Refuse and Recyclable Materials from Residential Units once per week; provided, that (a) such Residential Refuse is placed in a Refuse Cart or plastic garbage bag not exceeding fifty (50) pounds in weight, (b) Recyclable Materials are placed in a Recycling Cart, and (c) such Carts and/or bags are placed within five (5) feet of the curbside or right of way adjacent to the Residential Unit no later than 7:00 a.m. on the scheduled collection day.

(ii) Excess Residential Refuse and Recyclable Materials. The Contractor shall only be responsible for collecting, hauling and recycling or disposing of Residential Refuse and Recyclable Materials placed inside the Carts and/or bags. Residential Refuse and Recyclable Materials in excess of the Containers' limits, or not properly contained in a bag, will not be collected by the Contractor. However, such excess or misplaced Residential Refuse and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Contractor in its sole discretion.

(iii) Bulky Trash and Bundles. The Contractor will collect Bulky Trash and Bundled Brush from Residential Units once per week, as designated by the Service Provider; provided, that the Bulky Trash or Bundled Brush (A) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (B) are reasonably contained, and (C) do not exceed six (6) cubic yards in total volume. The Contractor shall only be responsible for collecting, hauling and recycling or disposing of Bulky Trash and Bundled Brush from those Residential Units that have complied with this Section 9(d)(3)(iii) and Section 1. Bulky Trash containing refrigerants will not be collected by the Contractor unless such Bulky Trash has been certified in writing by a professional technician to have had all such refrigerants removed.”

5. Recycling Collection and Processing. Section 9(i) of the Agreement is hereby deleted in its entirety and replaced as follows:

“Recycling Carts shall remain the property of the Contractor. The Contractor

shall replace a Recycling Cart at no charge to the residential customer if the Recycling Cart has been damaged through no fault of the residential customer. If the residential customer loses their Recycling Cart, a replacement Cart can be purchased by the residential customer at a price agreed upon between the City and the Contractor. Contractor shall provide a drop off location for recyclables items at the convenience center during normal business hours, which shall be Tuesday – Friday from 8 a.m. - 5 p.m., and Saturday from 8 a.m. - 2 p.m.”

6. Annual Recycling Bids. Section 9(j) of the Agreement is hereby deleted in its entirety and replaced with the following:

(j) Recycling and Keeping Alvin Beautiful. The Contractor shall be solely responsible for marketing and selling Recyclable Materials. The Contractor shall retain all revenue from the sale of Recyclable Materials. The Contractor shall donate \$1,000.00 per month to the Keep Alvin Beautiful Fund.

7. Fuel Surcharge. - The following is hereby added to the Agreement as Section 11(h):

“(h) Fuel Cost Adjustment. Beginning on October 1, 2013 and on each October 1<sup>st</sup> thereafter, the Service Provider shall adjust all the rates herein if, during the previous Cost Adjustment Year, the average price of diesel fuel exceeded \$3.70 per gallon (the “Base Price”). Each adjustment shall become effective on October 1 and remain effective throughout such Cost Adjustment Year. The average price of diesel fuel will be determined by reference to the U.S. Energy Administration / Department of Energy published price for diesel fuel – gulf coast region. The following website (or any successor website) will be the source for such information:

[http://tonto.eia.doe.gov/oog/info/wohdp/diesel\\_detail\\_report\\_combined.asp](http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp)

The average price of diesel fuel for each Cost Adjustment Year (each, an “Annual Average Price”) shall be the average of the weekly fuel prices published for each week during the Cost Adjustment Year.

The fuel cost adjustment for any Cost Adjustment Year (each, a “Fuel Cost Adjustment”) shall be the product of (i) 13.20% and (ii) a fraction the numerator of which is equal to the difference between the Base Price and the Annual Average Price and the denominator of which is the Base Price. In the event the Annual Average Price is greater than the Base Price, the Fuel Cost Adjustment shall be an upward adjustment to all rates herein. In the event the Annual Average Price is less than the Base Price, the Fuel Cost Adjustment shall be a downward adjustment to all rates herein; provided the rates never fall below the rates contained in Exhibit A.”

8. City Park Investment. The following is hereby added to the Agreement as Section 15(c):

“(c) City Park Investment. Contractor agrees to donate \$25,000.00 to the City on January 1, 2013, to assist the City with the purchase of property to be used for a City Park.”

9. Exhibit A. – Any reference in the Agreement to Residential Collection twice per week is hereby deleted in its entirety. The “Commercial Rate Schedule” listed in Exhibit A of the Agreement is hereby deleted in its entirety and replaced as follows:

**COMMERCIAL MONTHLY RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						Per Extra-Lift
	1	2	3	4	5	6	
2 Cubic Yd.	\$56.59	\$84.01	\$100.98	\$125.98	N/A	N/A	\$38.52
3 Cubic Yd.	\$69.44	\$107.92	\$148.50	\$186.58	N/A	N/A	\$38.72
4 Cubic Yd.	\$81.13	\$126.28	\$171.46	\$217.82	N/A	N/A	\$46.75
6 Cubic Yd.	\$101.64	\$170.17	\$218.22	\$291.04	\$363.74	\$436.53	\$70.12
8 Cubic Yd.	\$122.84	\$215.89	\$295.55	\$399.01	\$495.01	\$595.98	\$93.51

10. Reaffirmation. - The parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this Eighth Addendum.

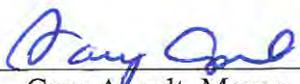
11. Entire Agreement. - The Agreement and the Eighth Addendum represent the entire agreement among the parties with respect to the matters that are the subject hereof.

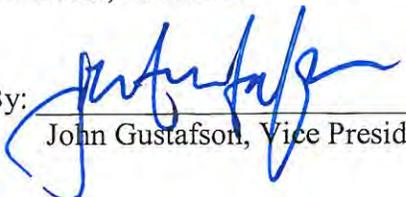
12. Counterparts: Facsimile Signatures. - The Eighth Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this Eighth Addendum between the parties hereto, and it shall not be necessary for the proof of this Eighth Addendum that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

**IN WITNESS WHEREOF**, the undersigned have executed this Eighth Addendum as of the date above.

**CITY OF ALVIN, TEXAS**  
216 West Sealy Street  
Alvin, TX 77511

**PROGRESSIVE WASTE  
SOLUTIONS OF TX, INC.**  
2301 Eagle Parkway, Suite 200  
Ft. Worth, TX 76177

By:   
Gary Appelt, Mayor

By:   
John Gustafson, Vice President

**ADDENDUM NO. 9 TO CITY OF ALVIN  
CONTRACT FOR REFUSE COLLECTION AND DISPOSAL SERVICES  
(with attached Exhibit "A")**

This Agreement ("Addendum No. 9") is made on this the 15 day of August, 2013 by and between the CITY OF ALVIN, TEXAS, a home-rule city of the State of Texas (the "City") and Progressive Waste Solutions of TX, Inc., (the "Contractor").

**WHEREAS**, the City and the Contractor entered into a Contract for Refuse Collection and Disposal Services on or about August 18, 2005 (the "Original Agreement");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 1 on or about September 12, 2006 (the "First Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 2 on or about March 15, 2007 (the "Second Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 3 on or about September 20, 2007 (the "Third Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 4 on or about July 21, 2008 (the "Fourth Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 5 on or about September 18, 2009 (the "Fifth Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 6 on or about September 2, 2010 (The "Sixth Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 7 on or about September 1, 2011 (the "Seventh Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 8 on or about August 16, 2012 (the "Eighth Addendum");

**WHEREAS**, the Original Agreement, the First Addendum, the Second Addendum, the Third Addendum, the Fourth Addendum, the Fifth Addendum, the Sixth Addendum, the Seventh Addendum and the Eighth Addendum to the Original Agreement are hereby collectively referred to as the "Agreement"; and

**WHEREAS**, the City and the Contractor desire to amend the Contract to provide for an increase in service rates to Contractor due to an increase in CPI-U and fuel rate increase, as shown in Exhibit "A";

**WITNESSETH:**

**NOW, THEREFORE,** for and in consideration of the mutual covenants and promises contained herein, the City and the Contractor hereby agree as follows:

**I.**

The Contract is amended by adding Addendum No. 9 with Exhibit "A" to the Contract pursuant to Section 11, Compensation to Contractor, subsections (a) Rates, (b) CPI-U Adjustment, (c) Operating Cost Adjustment and (d) Landfill Cost Adjustment.

Commencing October 1, 2013, the rates charged to the City for the services provided by the Contractor shall be those rates as outlined in Exhibit "A", attached hereto.

**II.**

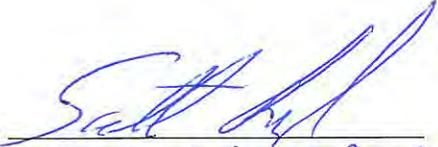
Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Contract and Addendum No. 9, the provisions of Addendum No. 9 shall control. Addendum No. 9 may only be amended, modified or supplemented by written agreement and signed by all the parties.

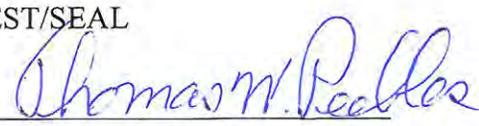
**IN WITNESS WHEREOF,** the parties have made and executed Addendum No. 9 to the Contract for Refuse Collection and Disposal Services in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

CONTRACTOR:  
PROGRESSIVE WASTE SOLUTIONS  
OF TX, Inc.

CITY:  
CITY OF ALVIN, TEXAS

By:   
Name: John Gustafson  
Title: VP

By:   
Name: Gary Appelt Scott Reed  
Title: Mayor Pro-Tem

ATTEST/SEAL  
By:   
Name: Thomas W. Peebles  
Title: City Clerk

APPROVED AS TO FORM:

By: Bobbi Kacz  
Bobbi Kacz  
City Attorney



Progressive Waste Solutions of TX, Inc.

June 7, 2013

Terry Lucas  
City Manager  
City of Alvin  
216 West Sealy Street  
Alvin, Texas 77511

Re: Waste Collection Annual Rate Adjustment

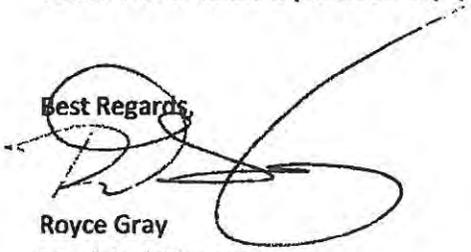
Dear Mr. Lucas,

Please accept the following information for the annual rate adjustment as provided in our contract with the City of Alvin. The adjustment is based on the annual CPI for the Houston area for the 12 month period ending April 2013 which is 0.70%. The fuel portion is now adjusted up or down based on the price of diesel in the Houston area for the same 12 month period. The average price for diesel during that period increased by 4.8%. The contract allows Progressive to recover 13.2% of the actual percentage increase so the net to the City would be 0.60%. The CPI of 0.70% plus the fuel adjustment of 0.60% would equal a total percentage increase of 1.3%.

Please find the attached rate schedule showing the new rates reflecting the increase to be effective October 1, 2013.

Please let me know if you have any questions.

Best Regards,



Royce Gray  
Municipal Manager

EXHIBIT A

**Rates Effective October 1, 2013**

**Residential Garbage and Recycling \$ 12.10 per month**

**Commercial Toter**

**(1) 95 Gallon Cart (1 time/week) \$ 19.02 per month**

**(1) 95 Gallon Cart (2 times/week) \$ 22.98 per month**

**(2) 95 Gallon Cart (1 times/week) \$ 26.31 per month**

**(2) 95 Gallon Cart (2 times/week) \$ 30.49 per month**

**Commercial Dumpsters**

SIZE	1	2	3	4	5	6	Extra-Lifts
2 Cubic Yd	\$57.33	\$85.10	\$102.29	\$127.62	\$0.00	\$0.00	\$39.02
3 Cubic Yd	\$70.34	\$109.32	\$150.43	\$189.01	\$0.00	\$0.00	\$39.22
4 Cubic Yd	\$82.18	\$127.92	\$173.69	\$220.65	\$0.00	\$0.00	\$47.36
6 Cubic Yd	\$102.96	\$172.38	\$221.06	\$294.82	\$368.47	\$442.20	\$71.03
8 Cubic Yd	\$124.44	\$218.70	\$299.39	\$404.20	\$501.45	\$603.73	\$94.72

**ROLL OFF CONTAINERS**

**Haul Rates**

	Haul	Delivery	Rental Daily	Disposal*
20 yard	\$ 189.43	\$ 91.17	\$ 3.04	\$ 23.62
30 yard	\$ 189.43	\$ 91.17	\$ 3.04	\$ 23.62
40 yard	\$ 189.43	\$ 91.17	\$ 3.04	\$ 23.62
28 yrd Compactors	\$ 242.10			\$ 23.62
30 yrd Compactors	\$ 242.10			\$ 23.62
35 yrd Compactors	\$ 242.10			\$ 23.62
40 yrd Compactors	\$ 242.10			\$ 23.62
42 yrd Compactors	\$ 242.10			\$ 23.62

\* 3 ton minimum

2012-May	05/07	3.962	05/14	3.915	05/21	3.861	05/28	3.802		
2012-Jun	06/04	3.757	06/11	3.698	06/18	3.654	06/25	3.601		
2012-Jul	07/02	3.568	07/09	3.605	07/16	3.617	07/23	3.711	07/30	3.696
2012-Aug	08/06	3.752	08/13	3.856	08/20	3.911	08/27	3.981		
2012-Sep	09/03	4.026	09/10	4.021	09/17	4.028	09/24	3.995		
2012-Oct	10/01	3.999	10/08	3.999	10/15	4.022	10/22	3.999	10/29	3.945
2012-Nov	11/05	3.920	11/12	3.875	11/19	3.865	11/26	3.902		
2012-Dec	12/03	3.901	12/10	3.874	12/17	3.847	12/24	3.833	12/31	3.830
2013-Jan	01/07	3.837	01/14	3.824	01/21	3.831	01/28	3.845		
2013-Feb	02/04	3.941	02/11	3.997	02/18	4.068	02/25	4.089		
2013-Mar	03/04	4.065	03/11	4.036	03/18	3.989	03/25	3.935		
2013-Apr	04/01	3.915	04/08	3.888	04/15	3.852	04/22	3.802	04/29	3.757
		46.643		46.588		46.545		46.495		15.492

$201.763 / 52 = 3.88$  average

$3.70 - 3.88 = .18 / 3.70 = 4.8\% \times .1332 = 0.639\%$

0.639% increase



**City of Alvin, TX  
Grade Crossing Improvements  
Quiet Zone Study  
Draft Report**

**BNSF Galveston Subdivision**

Alvin, Texas

HDR Project No. 000000000113389

*August 2009*

**HDR**

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# **EXECUTIVE SUMMARY**

## **Introduction**

Following the issuance of the Federal Railroad Administration (FRA) Final Rule for the use of locomotive horns at highway-rail grade crossings in June 2005, railroad quiet zones have become an effective safety measures related to highway-railroad grade crossings. In addition to stipulating the requirements for the sounding of locomotive horns when a train is approaching and entering a public highway-rail crossing, the Final Rule provides for exceptions to these requirements in special circumstances, resulting in Quiet Zones. The Rule addresses both "Pre-rule" Quiet Zones previously established by local ordinance, and New Quiet Zones, which may be established after the effective date of the Rule. The proposed Quiet Zone for Alvin will be a New Quiet Zone, and subject to the appropriate Final Rule guidelines.

A Quiet Zone is a segment of a rail line with one or more consecutive public highway-rail grade crossings at which routine sounding of locomotive horns is restricted. These restrictions are defined in the FRA Final Rule, and described in more detail later in this report. This project studies a quiet zone made up of three crossings in Alvin on BNSF Railway Line Segment 7500, Galveston Subdivision, which runs from Galveston to Temple, Texas.

Individual analyses of the crossings are provided, discussing existing and proposed conditions. Each analysis describes the location of a crossing and provides field observations. The observations were used to determine preliminary recommendations for each crossing.

## **Summary**

A discussion of various options is provided for each of the grade crossings. Overall recommendations for the crossings and for the project in general are detailed in the "Summary and Conclusions" section.

A conceptual layout for each crossing is provided which illustrates any geometric changes under evaluation. For each crossing, the report discusses the feasible options and recommends a preferred option with regard to safety, noise reduction, impact minimization, and cost-effectiveness. The options are prioritized in the "Optimization and Implementation Schedule" section with regard to safety improvements, implementation methodology, and a typical completion schedule.

In addition to design, bid and construction phases, a critical element of the Quiet Zone process includes coordination with the railroads and obtaining a timely contract agreement covering the railroad components of the project. Although it may be a priority for the City and State stakeholders, this project may be lower on the list of planned work for the railroads. Early notification and coordination will help greatly to ensure that the work moves forward as planned.

Sources of funds for railroad highway grade crossing improvements include Federal, State, and local government agencies, railroad industry, and special funding. Brief descriptions of these funding sources are included in the "Funding Sources and Methods" section.

## **Conclusions and Recommendations**

Numerous options are feasible that would result in an acceptable solution. Any of these would enable the implementation of a Quiet Zone. The preferred option for each crossing is the economical alternative that addresses safety issues and results in the safest long-term solutions.

The approximate estimated construction cost for the recommended implementation of this Quiet Zone is \$142,000. The results of the Quiet Zone Calculator are presented in Appendix C, and verify that the improvements meet the FRA safety requirements.

## **BACKGROUND**

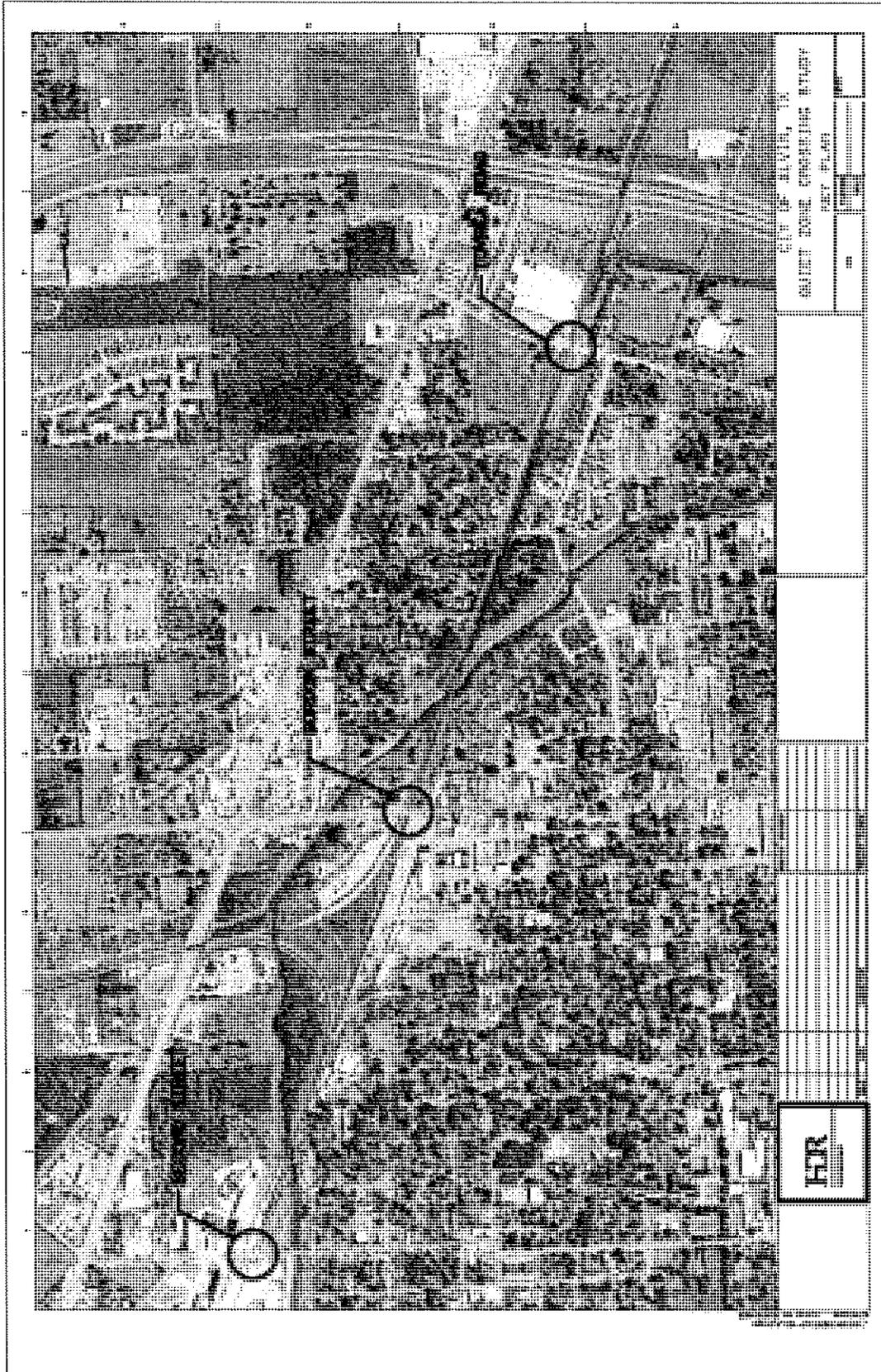
### **Introduction**

The city of Alvin is located in Brazoria County, and approximately 30 miles south-southeast of Houston. Incorporated in 1893, Alvin is the oldest incorporated settlement within Brazoria County. Alvin is located along the major shipping mainline for BNSF Railway in their Gulf Division, facilitating the movement of numerous goods from Galveston to all points north. Alvin's history with the railroads actually dates back to the late 1800's. The Sante Fe Railroad, the predecessor to the BNSF Railway, employed Alvin Morgan as an overseer to the construction of a water tank and cattle pens. Subsequently, Morgan purchased land and built a house. As the expansion of the Sante Fe Railroad continued, Alvin grew. Today, Alvin has a population of over 22,000 people.

With about 10 daily BNSF freight trains, it is essential that safety and quality of life concerns be addressed today so that Alvin can continue to improve the local environment for its current residents as well as to attract new residents. Included in this initiative is the development of a railroad quiet zone for its three at-grade crossings: North 2<sup>nd</sup> Street, Gordon Street, and Tovrea Road.

To help ensure a safe and favorable environment within Alvin, the city retained HDR to perform this quiet zone study. The purpose of this study is to develop recommendations for Alvin that would improve safety at the three grade crossings and reduce train noise along the BNSF tracks that run through the city. These recommendations are based on the FRA Final Rule, and evaluate and address public safety issues at each grade crossing. These recommendations will provide a quiet zone that will enhance both safety and quality of life. Once implemented, it will have permanent quiet zone status and will, continue to provide benefits.

This report contains conceptual layouts illustrating any roadway geometric changes under evaluation. For each crossing, the report discusses the feasible options and discusses options regarding noise reduction, impact minimization and cost-effectiveness. These are prioritized with respect to improvements in safety, implementation methodology and a typical completion schedule. The locations of the grade crossings and project limits are shown on the following page.



## Quiet Zone Concepts

### FRA Final Rule

A Quiet Zone is a segment of rail line with one or more consecutive public highway-rail grade crossings at which routine sounding of locomotive horns is restricted as defined in the FRA Final Rule. The FRA issued the Final Rule (Department of Transportation document 49 CFR Parts 222 and 229) in June 2005 to facilitate the development of quiet zones, while balancing the needs of railroads, states and local communities. The Final Rule contains an exception to the requirement for use of locomotive horns set forth in the Swift Rail Development Act of 1994. It applies in circumstances where there is not a significant risk of loss of life, serious personal injury or where safety measures fully compensate for the locomotive horn, and is the basis of this study.

The minimum defined length of a Quiet Zone is one-half mile. In order to qualify as a Quiet Zone, all crossings within the zone must have the following basic safety elements:

- Lights and gates
- Power out indicators
- Constant warning circuitry (if traffic supports such)
- Advance warning signs.

In addition to the basic safety elements, Supplementary Safety Measures (SSM's) must be installed that will reduce the risk index at each crossing (Risk Index: RI) to an acceptable level. The overall risk of an accident within the Quiet Zone corridor (Quiet Zone Risk Index: QZRI) must then be brought to a level equal to or below the Nationwide Significant Risk Threshold (NSRT) or the Risk Index With Horns (RIWH). Annual FRA review is not required if the QZRI is at or below than RIWH. However, the Quiet Zone is subject to annual review if the QZRI is at or below the NSRT. The FRA annually publishes a revised value for the NSRT. If at any time the QZRI exceeds the NSRT, then the subject rail corridor no longer qualifies as a Quiet Zone.

The FRA provides a quiet zone calculator to assist with the calculation of the various risk factors for individual crossings and for the Quiet Zone corridor. Once QZRI is less than or equal to NSRT, no further measures are needed. A flow chart of the Quiet Zone process is provided in Appendix A. Note that it is possible to obtain a QZRI number that is less than NSRT using the FRA Calculator, without installing an SSM at every crossing location. However, this does not relieve the engineer and authorities of the primary responsibility of providing a safe design that will protect the traveling public and pedestrians.

### Supplementary Safety Measures

A Supplementary Safety Measure (SSM) refers to a safety system or procedure that is determined in the Final Rule to be an effective substitute for the locomotive horn in the prevention of highway-rail casualties. Examples of SSM's and descriptions are listed below:

#### Median Barrier

A median barrier is defined by a raised curb and may contain channelization devices. Medians or channelization devices must extend at least 100 feet from the gate arm, or 60 feet if there is a commercial driveway or roadway intersection within 100 feet of the gate.

Driveways for private, residential properties within 60 feet of the gate arm are not considered to be intersections by FRA and need not be closed. However, consideration should be given to ensure that motorists exiting these driveways are not able to move

against the flow of traffic to circumvent the purpose of the median and drive around lowered gates. This may be accomplished by the posting of “no left turn” signs or other means of notification. Driveways accessing commercial properties are considered to be intersections and are not allowed. It should be noted that if a public authority cannot comply with the 60 feet or 100 feet requirement, it may still apply to FRA for a quiet zone by meeting various other safety requirements.

#### **Quadrant Gate (Constant Warning Circuitry, Vehicle Presence Detection)**

Quadrant Gates fully block highway traffic from entering the crossing when the gates are lowered, and consist of at least one gate for each direction of traffic on each approach. Four-quadrant gate systems must conform to the standards contained in the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD). When a train is approaching, all highway approach and exit lanes on both sides of the highway-rail crossing must be spanned by gates prohibiting access into the opposing (oncoming) traffic lane in order to enter the crossing and cross the tracks.

Crossing warning systems must be activated by use of constant warning time devices unless existing conditions at the crossing would prevent proper operation. Constant warning devices provide a warning by the train, 20 seconds for example, regardless of train speed, before arriving at the crossing. Crossing warning systems must be equipped with power-out indicators so that train operators can sound the horn in case of a power failure at the crossing. Vehicle presence detectors (VPD's) should be provided at quadrant gates, to open or keep open the exit gates until all vehicles are clear of the crossing. VPD's should be installed on one or both sides of the crossing.

#### **Conversion from Two to One-Way Traffic**

One-way operation would be limited to the immediate crossing vicinity and would be evaluated from a safety (emergency access) and compatibility standpoint. Gate arm(s) would be installed on the approach side of the crossing and extend across the road to within one foot of the far edge of the pavement, or within two feet of each other if two gates are needed to span the roadway.

#### **Crossing Closure**

The closure system must completely block highway traffic from entering the grade crossing and conform to FHWA standards.

The railroad-highway grade crossing is unique in that it combines two transportation modes that differ in physical characteristics, operations and priorities. While grade crossing accidents account for a small portion of all highway accidents, they are a large portion of all railroad accidents, often more than half of the total accidents on any given railroad.

From the community viewpoint, the railroad is a dividing force and a source of delays, congestion and concerns over emergency vehicle response. Some communities impose speed restrictions on trains, which increases delays because trains take longer to clear crossings. From the railroads' point of view, speed restrictions are also undesirable because of the delays incurred by trains. Maintenance costs of surfaces and traffic control devices can be substantial for both highway agencies and railroads. There are several obstacles to successful closure, such as negative community perceptions, funding problems and lack of forceful State laws authorizing closure or reluctant utilization of State laws that permit closure.

### **Overall Benefits**

There are major benefits of crossing closures. These benefits include reductions in crossing related accidents, highway-vehicle delay, rail traffic delay, and crossing maintenance costs. Reductions in accidents also translate to reductions in liability and litigation costs.

### **Safety Benefits**

Numerous crossings were built when railroads first began operating. Safety was not a serious concern at that time since vehicles including horse-drawn carriages could easily stop and train speeds were relatively low. Today, safety considerations include both train-involved and non-train involved accidents. Certain vehicles, such as school buses or trucks transporting hazardous materials, may be required to stop at all crossings and may unexpectedly cause collisions with other vehicles.

### **Closure Issues and Criteria**

The number of crossings needed to carry highway traffic over a railroad in a community is influenced by many of the characteristics unique to the community itself. Alternate routes should be within a reasonable travel time and distance from a closed crossing. The alternate routes should have sufficient capacity to accommodate the diverted traffic safely and efficiently. Crossings that are frequently utilized by emergency vehicles should not be closed.

Before closure, alternate routes for ambulances, fire, and other emergency vehicles must be identified. Past experience shows that even when communities support crossing closures, they may oppose proposed changes in traffic patterns. In these cases, "trade-offs," such as upgrading other crossings in the area of the targeted closure, may be successful in addressing community opposition.

Currently, there are no Federal restrictions or standards on how many or what types of crossings should be closed within a given area. Specific criteria to identify those crossings that should be closed are difficult to establish because of the number and variety of factors that should be considered. The Manual on Uniform Traffic Control Devices (MUTCD) suggests criteria that may be used for crossing closure on branch lines. These criteria include less than 2,000 ADT, more than two trains per day, and alternate crossing within 0.25 miles that has less than 5,000 ADT if two-lane (or less than 15,000 ADT if four-lane highway). Criteria for crossing closure on main lines include any main line section with more than five crossings within a one-mile segment.

When a crossing is permanently closed to highway traffic, the existing crossing should be completely dismantled including the crossing surface, pavement markings, and all traffic control devices at both the crossing and approaching the crossing. Generally, the railroad is responsible for removing the crossing surface and traffic control devices located at the crossing, such as the crossbuck signs, flashing light signals and gates. The highway authority is responsible for removing traffic control devices in advance of and approaching the crossing, including the advance warning signs and pavement markings.

Nearby highway traffic signals that are interconnected with crossing signals located at the closed crossing should have their phasing and timing readjusted. The highway authority is responsible for alerting motorists that the crossing roadway is closed. An approved barricade may be erected that meets the design criteria of Section 6c-8 of the MUTCD.

Warning and regulatory signing should be installed to alert motorists that the crossing roadway is now closed. Consideration should also be given to advising motorists of alternate routes across the railroad. If trucks use the crossing that is being closed, they should be given advance information of the closure at points where they can conveniently alter their route.

### **Wayside Horn**

A wayside horn is a stationary horn located at a highway-rail grade crossing, designed to provide, upon the approach of a locomotive or train, an audible warning of the approach of a train. The warning is directed toward oncoming motorists, reducing the impact of the sound elsewhere. Although not classified as an SSM, wayside horns may be provided within the limits of a quiet zone and are considered a one-for-one replacement of the locomotive horn.

Once the necessary improvements have been installed, a Notice of Quiet Zone Establishment must be provided by the City to all stakeholders including the railroad, Texas Department of Transportation (TxDOT) and the FRA. The notification must allow at least 21 days for FRA review and at least 60 days for other stakeholders to respond before the scheduled installation date. After reviewing any comments submitted, the FRA Associate Administrator will approve the quiet zone if the design is in compliance with the FRA requirements.

If SSM's are not installed at each crossing, risk reduction calculations for each crossing must be performed. If the QZRI is above the NSRT, the quiet zone crossings are then subject to annual or periodic inspection and reporting to the FRA by the City. Since the NSRT changes annually, the quiet zone status could be found non-compliant with FRA guidelines, thus requiring additional analysis and investment.

The following do not individually, or collectively, constitute as SSM's within its definition:

- Standard traffic control devices
- Arrangements such as reflectorized crossbucks
- Stop signs
- Flashing lights
- Flashing lights with gates that do not completely block travel over the line of railroad
- Traffic signals

Note that a median must now have tubular markers or vertical panels attached in order to qualify as an SSM.

### **Quiet Zone Establishment Process**

Following is a summary of steps involved in establishing a New Quiet Zone (See Appendix A):

1. Provide a written Notice of Intent by the City.
2. Determine all public, private and pedestrian at-grade crossings that will be included within the quiet zone and determine requirements through inspection by a Diagnostic Team.
3. Ensure that the quiet zone will be at least one-half mile in length.
4. Equip each public crossing within the zone with active warning devices comprised of both flashing lights and gates. The warning devices must be equipped with power out indicators. Constant warning time circuitry is also required.
5. Equip private crossings with cross-bucks and "Stop" signs on both approaches to the crossing.
6. Provide an advanced warning sign (in accordance with the FHWA MUTCD) at each highway approach to every public and private crossing.

7. Assist in filing a complete and accurate Grade Crossing Inventory Form with the FRA for all crossings (public, private and pedestrian) within the quiet zone before establishment.
8. Meet one of the following conditions in order to designate a new quiet zone without periodic FRA review:
  - One or more SSM's as identified in the Final Rule are installed at *each* public crossing in the quiet zone.
  - A Quiet Zone Risk Index equal to or less than the Nationwide Significant Risk Threshold without SSM's installed at the crossings in the designated quiet zone.
  - SSM's installed at selected crossings, resulting in the Quiet Zone Risk Index being reduced to a level equal to, or less than, the Nationwide Significant Risk Threshold.
  - SSM's installed at selected crossings, resulting in the Quiet Zone Risk Index being reduced to a level of risk that would exist if the horn were sounded at every crossing in the quiet zone.

### **Federal Railroad Administration Requirements**

The FRA retains the right to review the status of any quiet zone. If risk dramatically increases within a quiet zone, the FRA may require the installation of additional safety improvements or terminate the quiet zone after providing an opportunity for comment. Should immediate action be required, the FRA also reserves the right to exercise emergency authority by issuing an order to immediately resume routine locomotive horn sounding at specific grade crossings.

Alternative Safety Measures (ASM's) are safety systems or procedures, other than SSM's, which require review and analysis by the FRA Associate Administrator for Safety. The FRA will annually calculate the QZRI for New Quiet Zones if they were established in comparison to the NSRT. The FRA will also notify the public authority of the Quiet Zone Risk Index for the preceding calendar year.

The FRA will not however, perform routine annual risk reviews for New Quiet Zones that were established by providing an SSM at every public grade crossing or by reducing the QZRI at or below the RIWH. There is no need to perform annual risk reviews for these types of quiet zones because the quiet zone risk level has been reduced to a level that fully compensates for the absence of the locomotive horn.

## METHODOLOGY

The study examined existing conditions and options at three at-grade crossings, evaluating each crossing individually and discussing the feasibility of various noise-reduction options. The crossings were evaluated for:

1. Grade Separation – feasibility and benefits of replacement with grade separation.
2. Existing Conditions – physical conditions, materials, highway and railroad operations.
3. Quiet Zone Improvements – safety, signal elements and improvements.
4. Closure or Consolidation – impacts to the crossing and to adjacent crossings.

The study involved the following activities:

1. Data Collection

HDR coordinated with the railroads to obtain basic operational data and procedures, as well as current and proposed rail traffic data, and reviewed operations to evaluate rail traffic in the study area. The analysis included study of vehicular traffic operations and determined crossings located on primary and emergency travel routes. Crossing configurations were documented through observation and data collection, photographs of the sites, safety data, and crossing layouts and warning device operations.

2. Feasibility Evaluation for Grade Separation

The study evaluated the crossings for grade separation with regard to traffic needs, travel route and local access impacts, layout, constructability and cost. Due to the close proximity of nearby streets and developed areas, grade separations were eliminated due to the significant anticipated costs and residential and commercial impacts.

3. Feasibility Evaluation for Quiet Zone Signal Improvements

The study evaluated each individual crossing for improvements with regard to adjacent intersection and traffic flow impacts and related costs.

4. Feasibility Evaluation for Closure or Consolidation

Each crossing was evaluated for closure or consolidation with regard to traffic needs, travel route and local access impacts, adjacent intersections and traffic flow impacts, layout, constructability and cost. The traffic was distributed equally on each side of a closed crossing using the FRA Quiet Zone Calculator.

5. A conceptual estimate of costs and various funding opportunities related to the feasible options.

6. Prioritization of the recommended improvements, recommend implementation methodology and completion schedule.

## **ANALYSIS**

This project studies one quiet zone comprised of three crossings on the BNSF Mainline. Considerations for grade separation options were removed due to the close proximity of residential and commercial properties. Overall recommendations for the crossings and for the project in general are detailed in the "Summary and Conclusions" section.

The schematic plans show Option 1 work with median barriers where proposed. For clarity, Options 2, 3 and 4 typically involve less sitework and are not presented on the schematic plans. For example, Option 2 would only involve placing of signals where they do not currently exist, along with wayside horns. This would not involve roadway alignment modifications, improvements, or other site civil work shown in the more detailed Option 1 layouts. The layouts are conceptual and were created using information from the Texas Natural Resources Information System (TNRIS).

The results of this study and analysis are based on available information from the FRA, railroads and other local sources. In some cases, recent changes in variables such as traffic volumes may need to be updated as the project moves toward preliminary and final design stages. These recommendations are based on consistent analysis parameters and should not be affected by these variables.

### **Grade Crossing Analysis**

Individual analyses of the three crossings are listed below. Each analysis describes the location of the crossing and provides field observations. The observations are used to determine preliminary recommendations for each crossing. A list of definitions and abbreviations is provided in Appendix D.

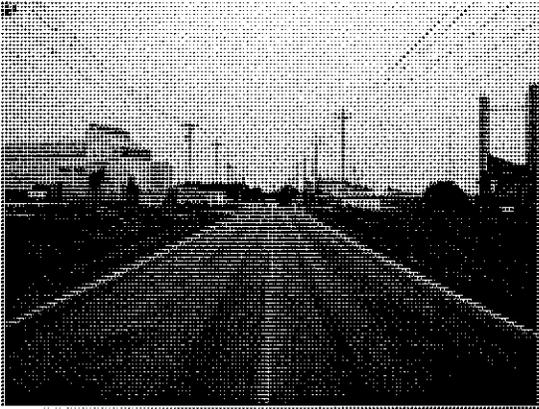
**BNSF Crossings – Quiet Zone**

**Crossing 1 – N. 2<sup>nd</sup> Street**

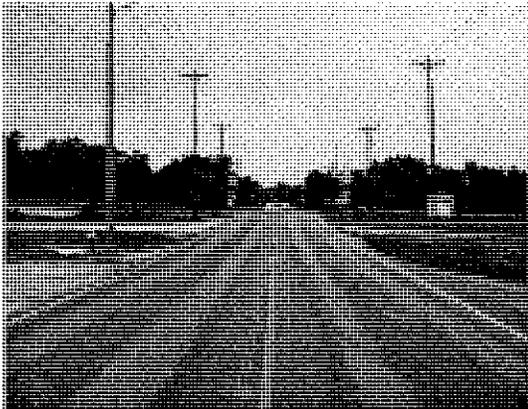
*Identification*

BNSF Milepost: 29.41

DOT No.: 022649X



Looking North



Looking South

*Observations*

North 2<sup>nd</sup> Street is a 2-lane asphalt roadway with 2-way traffic that crosses the BNSF track at approximately 67 degrees. The roadway is in adequate condition, with adequate drainage and transitions on both highway approaches. This crossing has two gates and lights, and constant warning circuitry.

This crossing is a three-track crossing. The center track is the BNSF mainline with a posted speed of 55mph, with 136RE rail. The south and north tracks are industrial sidings. The crossing is approximately 26 feet long with concrete panels, in good condition.

*Closure or Consolidation*

Closure or consolidation is not viable at this location as there is no feasible alternative route. Closure or consolidation is not recommended.

*Quiet Zone Signal Improvements*

Two quadrant gates would be needed for the northbound and southbound lanes of the BNSF crossing.

*Median Barrier*

The following Quiet Zone improvements should be considered for median barriers:

- Install 100-foot median barriers to the north of the track crossing.
- Install 60-foot median barriers to the south of the track crossing.
- Stripe the roadway.
- Install advance warning signs.
- Install curb and gutter.
- Relocate the northbound gate and signal to accommodate widening of the roadway.

*Wayside Horns*

Two wayside horns, one on each approach, would be needed, and are considered a one-for-one replacement for the train horn. The wayside would provide locally concentrated audible warning at the gate locations.

*Recommendations*

A review of the effectiveness of median barriers indicates that this would be preferred over quadrant gates and wayside horns. If roadway geometry requires widening to install the proposed medians, the use of wayside horns should be considered due to sole presence of industrial and commercial properties

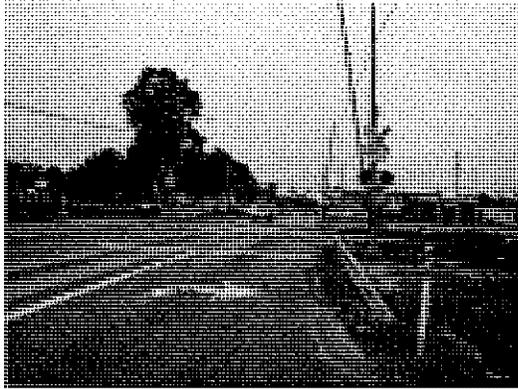


## Crossing 2 – N. Gordon Street (Business 35)

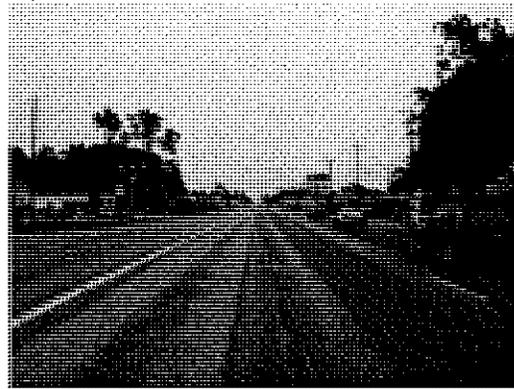
### Identification

BNSF Milepost: 28.67

DOT No.: 022645V



Looking South



Looking North

### Observations

N. Gordon Street is a 4-lane asphalt roadway with 2-way traffic that crosses the BNSF mainline track at approximately 67 degrees. The roadway is in adequate condition. Both approaches have adequate drainage. This crossing has gates, lights and constant warning circuitry. The roadway striping is visible and in adequate condition.

Old Galveston Road intersects N. Gordon Street from the east, approximately 40 feet to the north of the track crossing limits. This is with the minimum median barrier length of 60 feet.

This crossing is a three-track crossing, at the west end of the wye connection to the BNSF Mykawa Subdivision. The center track is the BNSF mainline with a posted speed of 55mph, with 136RE rail. The south and north tracks are industrial sidings. The crossing is approximately 52 feet long with concrete panels, in good condition. Both approaches are smooth and in good condition with a clear line of vision.

### Closure or Consolidation

Closure or consolidation is not viable at this location as there is no feasible alternative route. Closure or consolidation is not recommended.

### Quiet Zone Signal Improvements

Two quadrant gates would be needed on the northbound and southbound lanes, south and north respectively, of the BNSF crossing. Additional crossing signals and/or gate arms would also be required to accommodate two lanes of approach traffic.

### Median Barriers

The following Quiet Zone Improvements should be considered for median barriers:

- Install 100-foot median barriers to the south of the track crossing.
- Install 60-foot median barriers to the north of the track crossing, and require right-turn only for westbound traffic on Old Galveston Road.
- Install curb and gutter.

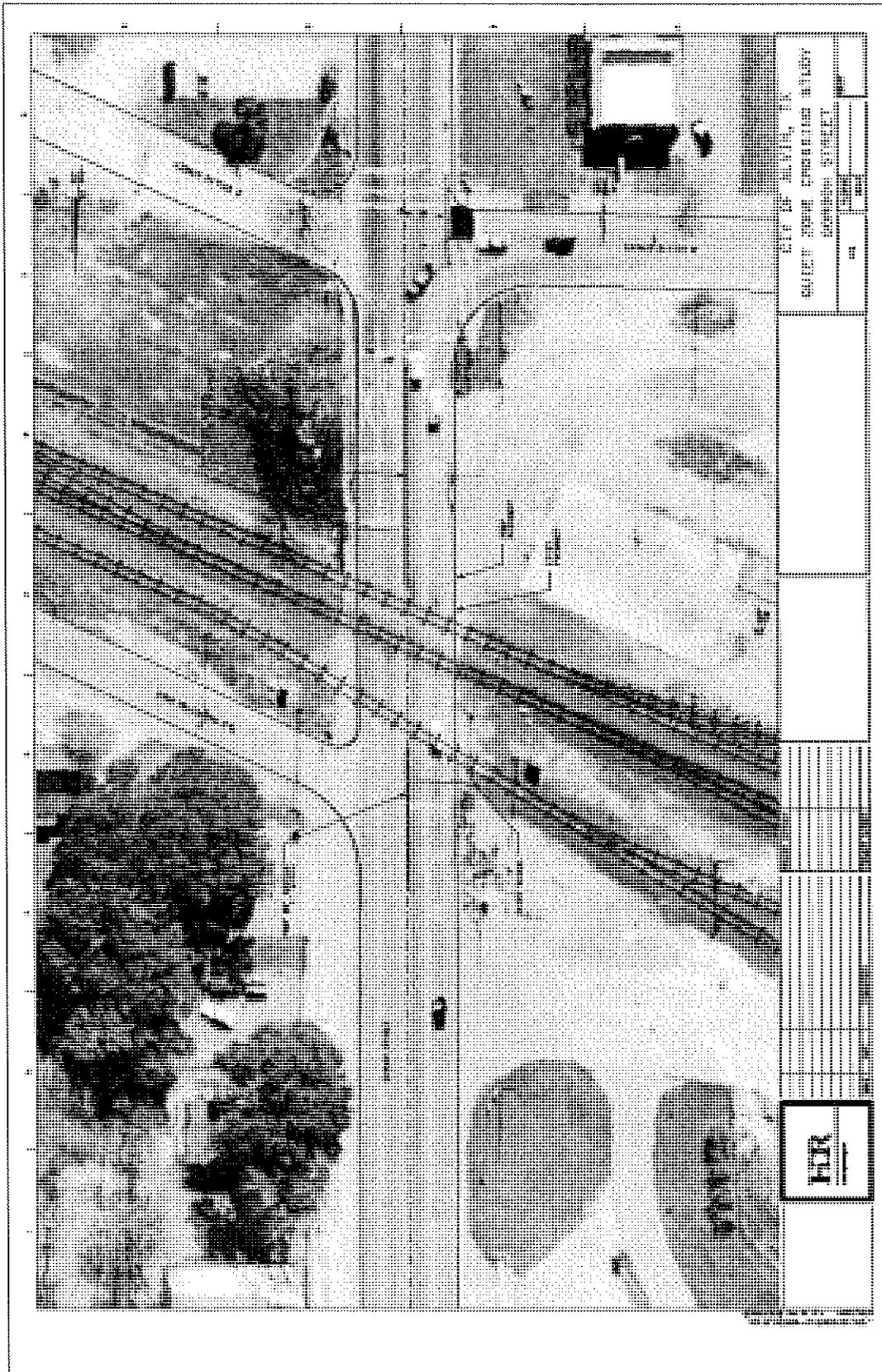
- Realign Old Galveston Road to accommodate a 60-foot median to the north of the crossing limits.
- Relocate the northbound and southbound gate and signal to accommodate widening of the roadway.

#### *Wayside Horns*

Two wayside horns, one on each approach, would be needed, and are considered a one-for-one replacement for the train horn. The wayside would provide locally concentrated audible warning at the gate locations. With residential properties close to the crossing location, wayside horns should only be considered if agreeable to these property owners.

#### *Recommendations*

A review of the effectiveness of median barriers indicates that this would be preferred over quadrant gates and wayside horns, and is recommended for this crossing.

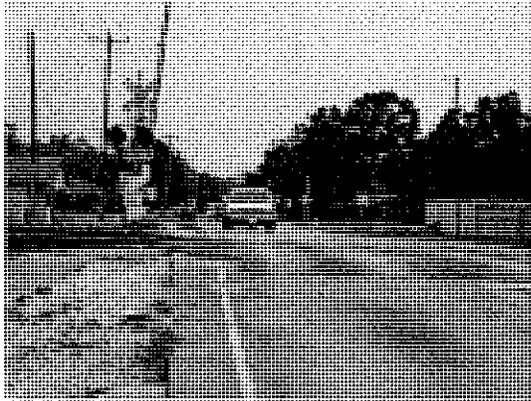


## Crossing 3 – Tovrea Road

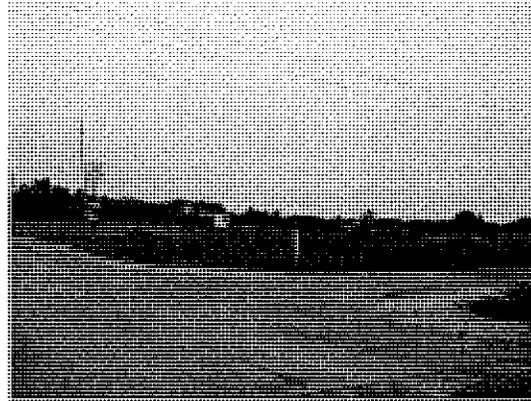
### Identification

BNSF Milepost: 27.90

DOT No.: 022644N



Looking South



Looking Southwest

### Observations

Tovrea Street is a two-lane asphalt roadway with two-way traffic that crosses the BNSF mainline at approximately 82 degrees. The roadway is in adequate condition. The transitions on both the southbound and northbound approaches are in adequate condition, with adequate drainage. This crossing has gates, lights, and constant warning circuitry. The roadway striping is visible but has deteriorated.

Old Galveston Road intersects Tovrea Road from the west, approximately 80 feet to the north of the track crossing limits. This intersection is beyond the minimum median barrier length of 60 feet.

The track at this crossing is a double mainline track with 136RE. The crossing is approximately 24 feet long with both concrete panels. Both crossings are smooth and in good condition with a clear line of vision on both approaches.

### Closure or Consolidation

Closure or consolidation is not viable at this location as there is no feasible alternative route. Closure or consolidation is not recommended.

### Quiet Zone Signal Improvements

Two quadrant gates would be needed on the northbound and southbound lanes, south and north respectively, of the BNSF crossing.

### Median Barreirs

The following Quiet Zone improvements should be considered for median barriers:

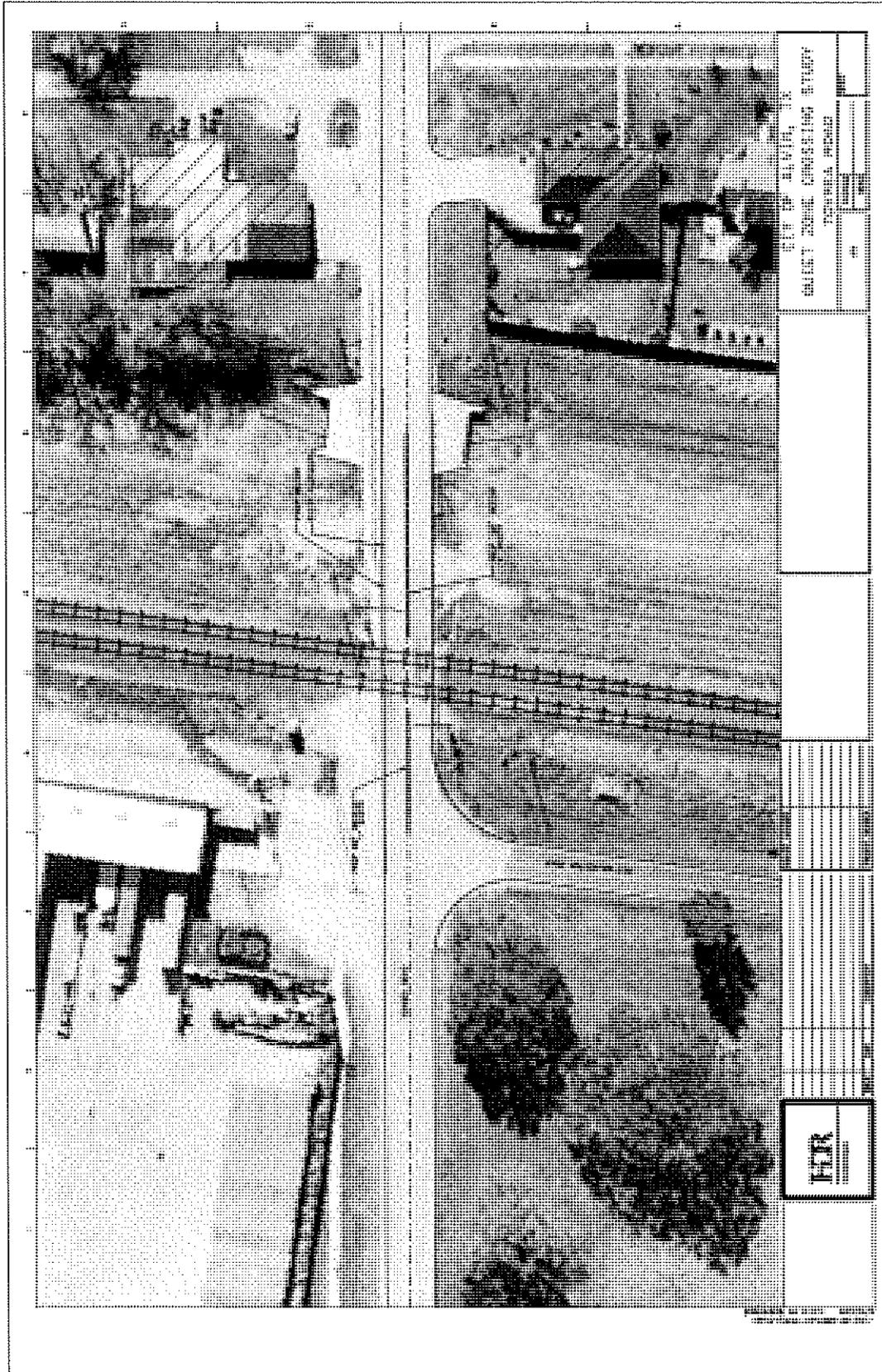
- Install 100-foot median barrier to the south of the track crossing.
- Install 60-foot median barrier to the north of the track crossing.
- Install advance warning signs.
- Install curb and gutter.
- Re-stripe the Tovrea Road roadway.

*Wayside Horns*

Two wayside horns, one on each approach, would be needed, and are considered a one-for-one replacement for the train horn. The wayside would provide locally concentrated audible warning at the gate locations. With residential properties close to the crossing location, wayside horns should only be considered if agreeable to these property owners.

*Recommendations*

A review of the effectiveness of median barriers indicates that this would be preferred over quadrant gates and wayside horns, and is recommended for this crossing.



# PRIORITIZATION AND IMPLEMENTATION SCHEDULE

## Prioritization of Improvements

The table below ranks each of the three crossings within the proposed Quiet Zone in three categories in order to prioritize them for improvements. The information comes from Alvin traffic data or the FRA Grade Crossing Inventory database as well as local sources and site inspections. The rankings are from a priority of 1 to 6. The crossings with the lowest sums have the highest priorities (highest priority = 1) for improvements. A description of categories and ranking criteria is listed:

- Location – Based on whether the crossing is urban or rural (least urban = 6, most urban = 1).
- Usage – Number of vehicles using the crossing (527 = 6, >3200 = 1). AADT is the Average Annual Daily Traffic.
- Risk Index – FRA accident/fatality risk Index (3780 = 6, >8000 = 1)

Using this approach, the recommended prioritization of the work is as follows:

BNSF – Quiet Zone			Rankings			
Inv. No.	Crossing	AADT	Location	Usage	Risk Index	Priority
022649X	N.2 <sup>nd</sup> St.	8,706	2	2	1	2
022645V	Gordon St.	15,900	1	1	1	1
022644N	Tovrea Rd.	3,930	3	3	1	3

## Implementation Schedule

A representative project schedule is shown on the following pages. In addition to the construction phase, a critical element of the Quiet Zone process is coordination with the railroads and obtaining a contract agreement covering the railroad components of the project. Although it may be a priority for the City and State stakeholders, this project may be lower on the list of planned work for the railroads. Early notification, coordination and communication will help ensure that the work moves forward as planned.

Project Schedule to be Inserted

Figure 1 of 2

Project Schedule to be Inserted

Figure 2 of 2

## FUNDING SOURCES AND METHODS

Sources of funds for railroad highway grade crossing improvements include Federal, State, and local government agencies, railroad industry, and special funding. The following is a brief description of these funding sources.

### Federal Funding

The U.S. DOT provides funding to each state to eliminate hazards at public grade crossings through Title 23 United States Code (23 USC) Section 130 (called "Section 130 funds"), under the guidance of legislation specified in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). Each state determines how to allocate the funds by identifying which public crossings need improvements and what improvements to make, but coordination among management and different organizations at the federal, state, and local levels is necessary for implementation. This is particularly difficult in the railroad industry where a number of different agencies are involved and various authorities exercise jurisdiction. Railroad companies own the tracks and the property on either side of the tracks (i.e., the rights-of-way). They install the tracks and are responsible for the maintenance of those tracks, the roadway between and around the rails, and the traffic control devices at the crossing. Public or private entities own the roadway at a grade crossing. Public agencies such as a municipality, county, or state agency exercise jurisdiction of and maintain public crossings. On the other hand, private parties own private crossings, which are usually located on roadways that the public does not use.

The Highway Safety Act of 1966 was the first major effort at the Federal level to reduce the number and severity of highway-related crashes. The primary purpose of this legislation was to provide for a coordinated national highway safety program through financial assistance to the States to accelerate highway traffic safety programs. The 1966 Act required States to develop and maintain a highway safety program in accordance with uniform standards established by the Secretary of Transportation.

The Highway Safety Act of 1973, Surface Transportation Assistance Act of 1978 and Intermodal Surface Transportation Efficiency Act of 1991 funding programs were established subsequently, and remain in affect today. They established categorical funding for five specific program areas: highway-rail crossings, high hazard locations, pavement marking demonstration programs, elimination of roadside obstacles, and the Federal-aid safer roads demonstration.

These areas are now combined into two programs, the **Highway-Rail Grade Crossings** and **Hazard Elimination Programs**. These programs are funded as part of the Surface Transportation Program (STP), under which 10% of the States' STP funds are set aside for these programs. Of this amount, the States must reserve for each of the two programs at least as much as was apportioned for each program in Fiscal Year 1991.

The **Highway-Rail Grade Crossings Program**, which is also be referred to as the Railway-Highway Crossings Program or as the Rail-Highway Crossings Program, is intended to develop and implement safety improvement projects to reduce the number and severity of crashes at public highway-rail grade crossings. Eligible activities include signing and pavement markings at crossings, active warning devices (e.g. lights and gates), crossing surface improvements, sight distance improvements, grade separations (new and reconstructed), and the closing and consolidation of crossings.

In general, the Federal share for highway-rail grade crossings projects is 90 percent, with the remaining 10 percent to be paid by State and/or local authorities, and/or the railroad. Specific requirements for the Highway-Rail Grade Crossings Program can be found in Section 130 of Title 23, *United States Code* and in Parts 1401, 646 and 924 of Title 23, *Code of Federal Regulations*. The Transportation Equity Act for the 21st Century (Public Law 105-178) added a provision that a State must consider bicycle safety in carrying out projects.

### **State Funding**

States also participate in the funding of railroad - highway grade crossing improvement projects. States often contribute the matching share for projects financed under the Federal-aid highway program. In addition, States sometimes finance entire crossing projects, particularly if the crossing is on a State highway. The monies in these funds are dedicated to crossing improvement projects, either financing them completely or providing the required match.

In general, for crossings on the State highway system, States provide for the maintenance of the highway approach and for traffic control devices not located on the railroad right-of-way. Typically, these include advance warning signs and pavement markings. As of 1984, 17 States have legislation authorizing the State to contribute to the maintenance costs of traffic control devices and/or surfaces at the crossing proper.

TxDOT funds of up to \$150,000 per crossing may be available for each crossing programmed for signalization. If a crossing that is programmed can be closed, those funds may be applied to other crossings or related safety improvements.

### **Local Agency Funding**

There are a number of cities and counties that have established railroad-highway grade crossing improvement funds. Some of these programs provide funding for partial reimbursement of railroad maintenance costs at crossings, and some have been established to meet the matching requirements of State and Federal programs. Local agencies are typically responsible for maintaining the roadway approaches and the traffic control devices off the railroad right-of-way on highways under their maintenance jurisdiction.

### **Railroad Funding**

Except in certain instances, railroads cannot be required to contribute to the costs of most improvement projects that are financed with Federal funds. However, railroads often volunteer to participate if they receive some benefit from the project. For example, if a project includes the closure of one or more crossings, the railroad may benefit from reduced maintenance cost.

Railroads also may assist in low-cost improvements such as changes in railroad operations, track improvements, right-of-way clearance and others. The maintenance costs incurred by railroads are increased significantly with the installation of additional active traffic control devices. As a point of discussion, BNSF has indicated that they typically contribute up to \$25,000 per crossing closure. UPRR contributes \$10,000 or more. These funds are negotiable and depend on the individual crossing circumstances.

# SUMMARY AND CONCLUSIONS

## Summary

A summary of the estimated costs for implementation of SSM's for the proposed Quiet Zone is provided in the table below. These tables also include the estimated costs for the respective Supplementary Safety Measure (Median Barriers, Wayside Horns, One-way Traffic or Crossing Closure). The amounts shown in the Estimated Cost column represent a feasible combination of SSM's that provides the lowest cost. These tables can be used as a tool for selecting various combinations of cost-effective SSM's for the proposed Quiet Zone.

It should be emphasized that the probable costs listed below are conceptual in nature and may not reflect actual values. More detailed site information is needed in order to develop reliable numbers. These are provided for comparison purposes only. This approach should not alter the outcome of the analysis since all numbers were generated under the same set of assumptions although the actual cost of site improvements may be significantly more.

**Summary Table – Quiet Zone 1**

<i>Quiet Zone BNSF</i>	Option 1	Option 2	Option 3	Option 4	Estimated Cost
	Median Barriers	Wayside Horns	One-way Traffic	Crossing Closure	
2nd Street	52,900 a *	124,100 b	2,200 c	1,300 d	52,900 a
Gordon Street	45,200 a *	123,000 b	2,400 c	800 d	45,200 a
Tovrea Road	43,800 a *	122,700 b	2,200 c	800 d	43,800 a
<b>Totals</b>	<b>\$ 141,900</b>	<b>\$ 369,800</b>	<b>\$ 6,800</b>	<b>\$ 2,900</b>	<b>\$ 141,900</b>

**Notes:** - All estimates include 20% contingency.

**Legend:** a - Estimated Cost for Median Barriers  
 b - Estimated Cost for Wayside Horns  
 c - Estimated Cost for One Way Traffic Operation  
 d - Estimated Cost for Crossing Closure  
 \* - Includes Cost for Relocating Basic Flashing Lights and Gates (\$10,000)

## Conclusions

Numerous options are possible that would result in a Quiet Zone Risk Index that is less than the Risk Index with Horns and enable the permanent implementation of a Quiet Zone. The approximate estimated construction cost for implementation of BNSF Quiet Zone is approximately \$142,000. The selected options of non-transversable medians for all crossings will provide the safest and best value for the City of Alvin over the long term. If roadway geometry requires widening of the roadway, consideration should be given to use of wayside horns.

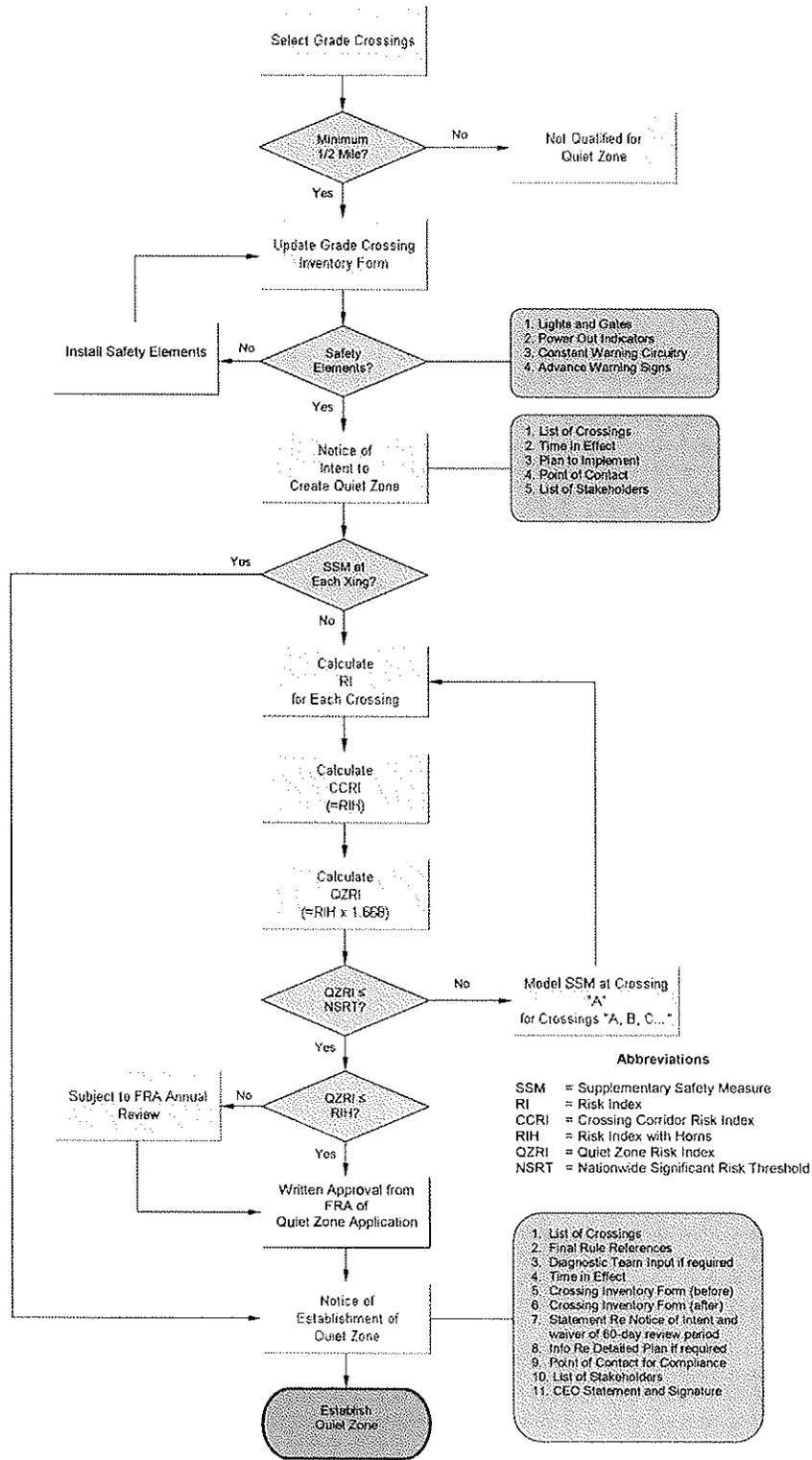
The results using the Quiet Zone Calculator are presented in Appendix C to verify that the indicated improvements meet the FRA safety requirements.

However, the City may also elect to only make implement SSM's at selected crossings with a respective Quiet Zone Risk Index that is less than the National Significant Risk Threshold. Note

that this would allow the City to establish a Quiet Zone, but would require annual review of crossing data, recalculation of the Quiet Zone Risk Index, and comparison to the revised annual National Significant Risk Threshold. If the Quiet Zone Risk Index is greater than the revised annual National Significant Risk Threshold, then the City is obligated to implement SSM's at the non-improved crossing(s) in order to retain the Quiet Zone designation.

**APPENDIX A**  
**Quiet Zone Process Flow Chart**

**Establishment of New Quiet Zones**  
 Reference: Department of Transportation Federal Railroad Administration  
 49 CFR Part 222 Appendix C Section II - New Quiet Zones



**APPENDIX B**  
**Preliminary Cost Estimates**

**Option 1**

<b>ALVIN QUIET ZONE</b> <i>Preliminary Cost Estimate</i> <i>Quiet Zone</i>				<b>Option 1</b> <b>Second Street</b> <b>Median Barriers</b>	
<b>ITEM</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>QTY</b>	<b>PRICE</b>
1	PROJECT DESIGNATION SIGN	EA	\$ 350.00	2	\$ 700
2	MISC UTILITY ADJUSTMENT (POWER POLES)	LS	\$ 500.00	0	\$ -
3	REMOVE CONCRETE CURB	LF	\$ 6.40	0	\$ -
4	REMOV STAB BASE AND ASPH PAV (2")	SY	\$ 4.00	175	\$ 700
5	ROADWAY EXCAVATION	CY	\$ 9.50	0	\$ -
6	CONCRETE CURB (TYPE II)	LF	\$ 9.15	350	\$ 3,203
7	CONCRETE CURB AND GUTTER (TYPE II)	LF	\$ 11.00	20	\$ 220
8	JOINT SEALANT	LF	\$ 2.50	370	\$ 925
9	PLANE ASPH CONC PAV (6")	SY	\$ 60.00	0	\$ -
10	CEMENT TREAT (NEW BASE) (6")	SY	\$ 1.45	0	\$ -
11	LANDSCAPE PAVERS	SY	\$ 61.10	0	\$ -
12	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	\$ 0.35	1460	\$ 511
13	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	\$ 3.60	72	\$ 259
14	REFL PAV MRK TY I(W)(RR XING) (100MIL)	EA	\$ 210.40	2	\$ 421
15	R15-1 SIGN	SF	\$ 22.80	6	\$ 137
16	R15-4 SIGN	SF	\$ 22.80	2	\$ 46
17	W10-1 SIGN	SF	\$ 22.80	15	\$ 342
18	W10-9 SIGN	SF	\$ 22.80	3	\$ 68
19	MOBILIZATION	LS	\$ -	1	\$ 1,500
				<b>Sitework Subtotal</b>	<b>\$ 9,031</b>
20	CONCRETE GRADE CROSSING (PANELS)	LF	\$ 1,500	0	\$ -
21	SIGNALS (CANTILEVER GATE AND LIGHT)	EA	\$ 50,000	0	\$ -
22	SIGNAL RELOCATION (GATE AND LIGHT)	EA	\$ 10,000	0	\$ -
23	QUADRANT GATES	EA	\$ 375,000	0	\$ -
24	QUADRANT GATE RELOCATION	LS	\$ 75,000	0	\$ -
25	CONSTANT WARNING CIRCUITRY	EA	\$ 100,000	0	\$ -
26	WAYSIDE WARNING HORN (2 HORNS)	LS	\$ 75,000	0	\$ -
				<b>Crossing Subtotal</b>	<b>\$ -</b>
				<b>Subtotal</b>	<b>\$ 9,031</b>
				<b>CONTINGENCY (20%)</b>	<b>\$ 1,806</b>
				<b>TOTAL FOR QUIET ZONE IMPROVEMENTS</b>	<b>\$ 10,800</b>

ALVIN QUIET ZONE Preliminary Cost Estimate Quiet Zone				Option 1 Gordon Street Median Barriers	
ITEM	ITEM DESCRIPTION	UNIT	UNIT PRICE	QTY	PRICE
1	PROJECT DESIGNATION SIGN	EA	\$ 350.00	2	\$ 700
2	MISC UTILITY ADJUSTMENT (POWER POLES)	LS	\$ 500.00	0	\$ -
3	REMOVE CONCRETE CURB	LF	\$ 4.21	0	\$ -
4	REMOV STAB BASE AND ASPH PAV (2")	SY	\$ 4.00	180	\$ 720
5	ROADWAY EXCAVATION	CY	\$ 10.00	0	\$ -
6	CONCRETE CURB (TYPE II)	LF	\$ 9.15	360	\$ 3,294
7	CONCRETE CURB AND GUTTER (TYPE II)	LF	\$ 11.00	0	\$ -
8	JOINT SEALANT	LF	\$ 2.50	360	\$ 900
9	PLANE ASPH CONC PAV (6")	SY	\$ 60.00	0	\$ -
10	CEMENT TREAT (NEW BASE) (6")	SY	\$ 1.83	0	\$ -
11	LANDSCAPE PAVERS	SY	\$ 6.55	0	\$ -
12	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	\$ 0.35	1460	\$ 511
13	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	\$ 3.60	72	\$ 259
14	REFL PAV MRK TY I(W)(RR XING) (100MIL)	EA	\$ 210.40	2	\$ 421
15	R15-1 SIGN	SF	\$ 22.80	12	\$ 274
16	R15-4 SIGN	SF	\$ 22.80	2	\$ 46
17	W10-1 SIGN	SF	\$ 22.80	15	\$ 342
18	W10-9 SIGN	SF	\$ 22.80	3	\$ 68
19	MOBILIZATION	LS	\$ -	1	\$ 1,500
				<b>Sitework Subtotal</b>	\$ 9,035
20	CONCRETE GRADE CROSSING (PANELS)	LF	\$ 1,500	0	\$ -
21	SIGNALS (CANTILEVER GATE AND LIGHT)	EA	\$ 50,000	0	\$ -
22	SIGNAL RELOCATION (GATE AND LIGHT)	EA	\$ 10,000	0	\$ -
23	QUADRANT GATES	EA	\$ 375,000	0	\$ -
24	QUADRANT GATE RELOCATION	LS	\$ 75,000	0	\$ -
25	CONSTANT WARNING CIRCUITRY	EA	\$ 100,000	0	\$ -
26	WAYSIDE WARNING HORN (2 HORNS)	LS	\$ 75,000	0	\$ -
				<b>Crossing Subtotal</b>	\$ -
				Subtotal	\$ 9,035
				CONTINGENCY (20%)	\$ 1,807
				<b>TOTAL FOR QUIET ZONE IMPROVEMENTS</b>	\$ 10,800

ALVIN QUIET ZONE Preliminary Cost Estimate Quiet Zone				Option 1 Tovrea Road Median Barriers	
ITEM	ITEM DESCRIPTION	UNIT	UNIT PRICE	QTY	PRICE
1	PROJECT DESIGNATION SIGN	EA	\$ 350.00	2	\$ 700
2	MISC UTILITY ADJUSTMENT (POWER POLES)	LS	\$ 500.00	0	\$ -
3	REMOVE CONCRETE CURB	LF	\$ 4.21	0	\$ -
4	REMOV STAB BASE AND ASPH PAV (2")	SY	\$ 4.00	165	\$ 660
5	ROADWAY EXCAVATION	CY	\$ 10.00	0	\$ -
6	CONCRETE CURB (TYPE II)	LF	\$ 9.15	330	\$ 3,020
7	CONCRETE CURB AND GUTTER (TYPE II)	LF	\$ 11.00	20	\$ 220
8	JOINT SEALANT	LF	\$ 2.50	350	\$ 875
9	PLANE ASPH CONC PAV (6")	SY	\$ 60.00	0	\$ -
10	CEMENT TREAT (NEW BASE) (6")	SY	\$ 1.83	0	\$ -
11	LANDSCAPE PAVERS	SY	\$ 6.55	0	\$ -
12	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	\$ 0.35	1460	\$ 511
13	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	\$ 3.60	72	\$ 259
14	REFL PAV MRK TY I(W)(RR XING) (100MIL)	EA	\$ 210.40	2	\$ 421
15	R15-1 SIGN	SF	\$ 22.80	6	\$ 137
16	R15-4 SIGN	SF	\$ 22.80	2	\$ 46
17	W10-1 SIGN	SF	\$ 22.80	15	\$ 342
18	W10-9 SIGN	SF	\$ 22.80	3	\$ 68
19	MOBILIZATION	LS	\$ -	1	\$ 1,500
				<b>Sitework Subtotal</b>	\$ 8,758
20	CONCRETE GRADE CROSSING (PANELS)	LF	\$ 1,500	0	\$ -
21	SIGNALS (CANTILEVER GATE AND LIGHT)	EA	\$ 50,000	0	\$ -
22	SIGNAL RELOCATION (GATE AND LIGHT)	EA	\$ 10,000	0	\$ -
23	QUADRANT GATES	EA	\$ 375,000	0	\$ -
24	QUADRANT GATE RELOCATION	LS	\$ 75,000	0	\$ -
25	CONSTANT WARNING CIRCUITRY	EA	\$ 100,000	0	\$ -
26	WAYSIDE WARNING HORN (2 HORNS)	LS	\$ 75,000	0	\$ -
				<b>Crossing Subtotal</b>	\$ -
				<b>Subtotal</b>	\$ 8,758
				<b>CONTINGENCY (20%)</b>	\$ 1,752
				<b>TOTAL FOR QUIET ZONE IMPROVEMENTS</b>	\$ 10,500

**Option 2**

<b>ALVIN QUIET ZONE</b> <i>Preliminary Cost Estimate</i> <i>Quiet Zone</i>				<b>Option 2</b> <b>Second Street</b> <b>Wayside Horns</b>	
<b>ITEM</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>QTY</b>	<b>PRICE</b>
1	PROJECT DESIGNATION SIGN	EA	\$ 350.00	2	\$ 700
2	MISC UTILITY ADJUSTMENT (POWER POLES)	LS	\$ 500.00	1	\$ 500
3	REMOVE CONCRETE CURB	LF	\$ 6.40	0	\$ -
4	REMOV STAB BASE AND ASPH PAV (3"-9")	SY	\$ 4.00	0	\$ -
5	ROADWAY EXCAVATION	CY	\$ 9.50	0	\$ -
6	CONCRETE CURB (TYPE II)	LF	\$ 9.15	0	\$ -
7	CONCRETE CURB AND GUTTER (TYEPE II)	LF	\$ 11.00	0	\$ -
8	JOINT SEALANT	LF	\$ 2.50	0	\$ -
9	PLANE ASPH CONC PAV (6")	SY	\$ 60.00	0	\$ -
10	CEMENT TREAT (NEW BASE) (6")	SY	\$ 1.45	0	\$ -
11	LANDSCAPE PAVERS	SY	\$ 61.10	0	\$ -
12	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	\$ 0.35	1460	\$ 511
13	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	\$ 3.60	72	\$ 259
14	REFL PAV MRK TY I(W)(RR XING) (100MIL)	EA	\$ 210.40	2	\$ 421
15	R15-1 SIGN	SF	\$ 22.80	6	\$ 137
16	R15-4 SIGN	SF	\$ 22.80	2	\$ 46
17	W10-1 SIGN	SF	\$ 22.80	15	\$ 342
18	W10-9 SIGN	SF	\$ 22.80	3	\$ 68
19	MOBILIZATION	LS	\$ -	1	\$ 1,500
				<b>Sitework Subtotal</b>	<b>\$ 4,484</b>
20	CONCRETE GRADE CROSSING (PANELS)	LF	\$ 1,500	0	\$ -
21	SIGNALS (CANTILEVER GATE AND LIGHT)	EA	\$ 50,000	0	\$ -
22	SIGNAL RELOCATION (GATE AND LIGHT)	EA	\$ 10,000	0	\$ -
23	QUADRANT GATES	EA	\$ 375,000	0	\$ -
24	QUADRANT GATE RELOCATION	LS	\$ 75,000	0	\$ -
25	CONSTANT WARNING CIRCUITRY	EA	\$ 100,000	0	\$ -
26	WAYSIDE WARNING HORN (2 HORNS)	LS	\$ 100,000	1	\$ 100,000
				<b>Crossing Subtotal</b>	<b>\$ 100,000</b>
				<b>Subtotal</b>	<b>\$ 104,484</b>
				<b>CONTINGENCY (20%)</b>	<b>\$ 20,897</b>
				<b>TOTAL FOR QUIET ZONE IMPROVEMENTS</b>	<b>\$ 125,400</b>

ALVIN QUIET ZONE Preliminary Cost Estimate Quiet Zone				Option 2 Gordon Street Wayside Horns	
ITEM	ITEM DESCRIPTION	UNIT	UNIT PRICE	QTY	PRICE
1	PROJECT DESIGNATION SIGN	EA	\$ 350.00	2	\$ 700
2	MISC UTILITY ADJUSTMENT (POWER POLES)	LS	\$ 500.00	1	\$ 500
3	REMOVE CONCRETE CURB	LF	\$ 4.21	0	\$ -
4	REMOV STAB BASE AND ASPH PAV (3"-9")	SY	\$ 4.00	0	\$ -
5	ROADWAY EXCAVATION	CY	\$ 10.00	0	\$ -
6	CONCRETE CURB (TYPE II)	LF	\$ 9.15	0	\$ -
7	CONCRETE CURB AND GUTTER (TYEPE II)	LF	\$ 11.00	0	\$ -
8	JOINT SEALANT	LF	\$ 2.50	0	\$ -
9	PLANE ASPH CONC PAV (6")	SY	\$ 60.00	0	\$ -
10	CEMENT TREAT (NEW BASE) (6")	SY	\$ 1.83	0	\$ -
11	LANDSCAPE PAVERS	SY	\$ 6.55	0	\$ -
12	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	\$ 0.35	1460	\$ 511
13	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	\$ 3.60	72	\$ 259
14	REFL PAV MRK TY I(W)(RR XING) (100MIL)	EA	\$ 210.40	2	\$ 421
15	R15-1 SIGN	SF	\$ 22.80	12	\$ 274
16	R15-4 SIGN	SF	\$ 22.80	2	\$ 46
17	W10-1 SIGN	SF	\$ 22.80	15	\$ 342
18	W10-9 SIGN	SF	\$ 22.80	3	\$ 68
19	MOBILIZATION	LS	\$ -	1	\$ 156
				<b>Sitework Subtotal</b>	<b>\$ 3,277</b>
20	CONCRETE GRADE CROSSING (PANELS)	LF	\$ 1,500	0	\$ -
21	SIGNALS (CANTILEVER GATE AND LIGHT)	EA	\$ 50,000	0	\$ -
22	SIGNAL RELOCATION (GATE AND LIGHT)	EA	\$ 10,000	0	\$ -
23	QUADRANT GATES	EA	\$ 375,000	0	\$ -
24	QUADRANT GATE RELOCATION	LS	\$ 75,000	0	\$ -
25	CONSTANT WARNING CIRCUITRY	EA	\$ 100,000	0	\$ -
26	WAYSIDE WARNING HORN (2 HORNS)	LS	\$ 100,000	1	\$ 100,000
				<b>Crossing Subtotal</b>	<b>\$ 100,000</b>
				Subtotal	\$ 103,277
				CONTINGENCY (20%)	\$ 20,655
				<b>TOTAL FOR QUIET ZONE IMPROVEMENTS</b>	<b>\$ 123,900</b>

<b>ALVIN QUIET ZONE</b> <i>Preliminary Cost Estimate</i> <i>Quiet Zone</i>				<b>Option 2</b> <b>Tovrea Road</b> <b>Wayside Horns</b>	
<b>ITEM</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>QTY</b>	<b>PRICE</b>
1	PROJECT DESIGNATION SIGN	EA	\$ 350.00	2	\$ 700
2	MISC UTILITY ADJUSTMENT (POWER POLES)	LS	\$ 500.00	1	\$ 500
3	REMOVE CONCRETE CURB	LF	\$ 4.21	0	\$ -
4	REMOV STAB BASE AND ASPH PAV (3"-9")	SY	\$ 4.00	0	\$ -
5	ROADWAY EXCAVATION	CY	\$ 10.00	0	\$ -
6	CONCRETE CURB (TYPE II)	LF	\$ 9.15	0	\$ -
7	CONCRETE CURB AND GUTTER (TYEPE II)	LF	\$ 11.00	0	\$ -
8	JOINT SEALANT	LF	\$ 2.50	0	\$ -
9	PLANE ASPH CONC PAV (6")	SY	\$ 60.00	0	\$ -
10	CEMENT TREAT (NEW BASE) (6")	SY	\$ 1.83		\$ -
11	LANDSCAPE PAVERS	SY	\$ 6.55	0	\$ -
12	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	\$ 0.35	1460	\$ 511
13	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	\$ 3.60	72	\$ 259
14	REFL PAV MRK TY I(W)(RR XING) (100MIL)	EA	\$ 210.40	2	\$ 421
15	R15-1 SIGN	SF	\$ 22.80	6	\$ 137
16	R15-4 SIGN	SF	\$ 22.80	0	\$ -
17	W10-1 SIGN	SF	\$ 22.80	15	\$ 342
18	W10-9 SIGN	SF	\$ 22.80	3	\$ 68
19	MOBILIZATION	LS	\$ -	1	\$ 1,500
				<b>Sitework Subtotal</b>	<b>\$ 4,438</b>
20	CONCRETE GRADE CROSSING (PANELS)	LF	\$ 1,500	0	\$ -
21	SIGNALS (CANTILEVER GATE AND LIGHT)	EA	\$ 50,000	0	\$ -
22	SIGNAL RELOCATION (GATE AND LIGHT)	EA	\$ 10,000	0	\$ -
23	QUADRANT GATES	EA	\$ 375,000	0	\$ -
24	QUADRANT GATE RELOCATION	LS	\$ 75,000	0	\$ -
25	CONSTANT WARNING CIRCUITRY	EA	\$ 100,000	0	\$ -
26	WAYSIDE WARNING HORN (2 HORNS)	LS	\$ 100,000	1	\$ 100,000
				<b>Crossing Subtotal</b>	<b>\$ 100,000</b>
				<b>Subtotal</b>	<b>\$ 104,438</b>
				<b>CONTINGENCY (20%)</b>	<b>\$ 20,888</b>
				<b>TOTAL FOR QUIET ZONE IMPROVEMENTS</b>	<b>\$ 125,300</b>

**APPENDIX C**  
**Quiet Zone Calculations**

**Alvin Quiet Zone, Supplementary Safety Measures (SSM) Option Summary**

Crossing	Option							
	1	2	3	4	5	6	7	8
2 <sup>nd</sup> Street	MB	WH	MB	MB	MB	MB	MB	N/A
Gordon Road	MB	WH	U4Q	U4Q	U4Q	WH	MB	MB
Tovrea Street	MB	WH	MB	MB	N/A	N/A	N/A	MB
Quiet Zone Risk Index	1042	N/A	11082	11082	23638	26310	21946	22978
National Threshold Risk Index	17610	17610	17610	17610	17610	17610	17610	17610
Risk Index With Horns	31240	31240	31240	31240	31240	31240	31240	31240

**Key:**

*MB: Median barrier non-transversable curb with channelization devices*

*WH: Wayside horn*

*OW: One-way street*

*CL: Permanent closure*

*N/A: No Supplemental Safety Measure to be implemented*

*U4Q: Quadrant Gates Upgrade from Two Quadrant Gates, with Vehicle Presence Detection*

*Note: Wayside Horns are shown as "Existing" for Scenario 2, for use with the Quiet Zone Calculator. Further coordination with the proper entities is not required.*

**APPENDIX D**  
**Terms and Abbreviations**

### Crossing Corridor Risk Index (CCRI)

A number reflecting a measure of risk to the motoring public at public grade crossings along a rail corridor, calculated in accordance with the procedures in the Final Rule, representing the average risk at each public crossing within the corridor. This risk level is determined by averaging among all public crossings within the corridor, the product of the number of predicted collisions per year and the predicted likelihood and severity of casualties resulting from those collisions at each public crossing within the corridor.

### Nationwide Significant Risk Threshold (NSRT)

A number reflecting a measure of risk, calculated on a nationwide basis, which reflects the average level of risk to the motoring public at public highway-rail grade crossings equipped with flashing lights and gates and at which locomotive horns are sounded. For purposes of the Final Rule, a risk level above the Nationwide Significant Risk Threshold represents a significant risk with respect to loss of life or serious personal injury. The Nationwide Significant Risk Threshold is calculated in accordance with the procedures in the Final Rule. Unless otherwise indicated, references in this part to the Nationwide Significant Risk Threshold reflect its level as last published by FRA in the Federal Register.

### Quiet Zone Risk Index (QZRI)

A measure of risk to the motoring public which reflects the Crossing Corridor Risk Index for a quiet zone, after adjustment to account for increased risk due to lack of locomotive horn use at the crossings within the quiet zone (if horns are presently sounded at the crossings) and reduced risk due to implementation, if any, of SSM's and ASM's with the quiet zone.

### Risk Index with Horns (RIWH)

A measure of risk to the motoring public when locomotive horns are routinely sounded at every public highway-rail grade crossing within a quiet zone.

### Supplementary Safety Measure (SSM)

Safety system or procedure, provided by the appropriate traffic control authority or law enforcement authority responsible for safety at the highway-rail grade crossing, that is determined by the Secretary to be an effective substitute for the locomotive horn in the prevention of highway-rail casualties. A traffic control arrangement that prevents careless movement over the crossing (*e.g.*, as where adequate median barriers prevent movement around crossing gates extending over the full width of the lanes in the particular direction of travel), and that conforms to the standards prescribed by the FRA Office of Safety, shall be deemed to constitute an SSM.

### 136RE

Denotes rail size, indicating 136 pounds weight per yard of rail length