

NOTICE OF PUBLIC MEETING

BE IT KNOWN that the **City Council** of the **City of Alvin** will meet in **Public Hearing and Regular Session** on **Thursday, August 21, 2014 at 7:00 P.M.** in the **Council Chambers** located on the 2nd 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. SPECIAL PRESENTATIONS

A. Special Presentation by Keep Alvin Beautiful regarding the 2014 Depot Days.

5. APPROVAL OF MINUTES

A. Approve minutes of the August 7, 2014 City Council meeting.

6. PETITIONS OR REQUESTS FROM THE PUBLIC

Speakers may be limited to 2, 3 or 5 minutes according to Section 2-24 of the Code of Ordinances, City of Alvin, Texas. State law prohibits the Mayor and members of the City Council from commenting on any statement or engaging in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law. Comments should be directed to the entire council, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of time privileges and expulsion from Council Chambers.

7. REPORTS FROM CITIZENS BOARDS, COMMISSIONS, AND COMMITTEES

8. PUBLIC HEARINGS

A. Public hearing to receive comment on the Proposed FY14-15 Annual Budget
THIS PROPOSED BUDGET IS ESTIMATED TO RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$343,489 OR 4.24%, AND OF THAT AMOUNT, \$180,370 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

B. Public hearing to receive comment on the proposed tax rate of \$.838600 per \$100 of valuation, a rate that will increase the total tax revenues from properties on the tax roll in the preceding year by 2.58%.

C. Announce that the 2nd public hearing on the tax rate will be held on Thursday August 28, 2014 at 7:00 p.m. in the Council Chamber of Alvin City Hall and that City Council is scheduled to vote on the proposed tax rate at its regular meeting on Thursday, September 4, 2014 at 7:00 p.m.

9. OTHER BUSINESS:

Council may approve, discuss, refer, or postpone items under Other Business.

A. Receive and acknowledge the monthly financial report for July, 2014.

- B. Consider a variance request from Kari Walker, owner of Kari's Hair Unlimited, to waive the front setback requirement of the Subdivision and Property Development Section 21-37, of the Code of Ordinances, for her business located at 2408 S. Gordon, Alvin.
- C. Consider a master preliminary plat of Kendall Lakes, a Planned Unit Development being of 274.23 acres located in the City of Alvin, Brazoria County, Texas.
- D. Consider a plat requested under the final plat procedure for Kendall Lakes Section 3, a Planned United Development being a subdivision of 5.077 acres of land located in H.T. & B.R.R. Company Survey, Section 40, A-482 Brazoria County, Texas.
- E. Consider a plat requested under the final plat procedure for Kendall Lakes Section 6, a Planned Unit Development being a subdivision of 12.856 acres of land located in H.T. & B.R.R. Company Survey, Section 40, A-482 Brazoria County, Texas.
- F. Consider Addendum No. 10 to the Contract for Refuse Collection and Disposal Services between the City of Alvin and Progressive Waste Solutions to adjust rates paid to Progressive Waste Solutions due to increases in the CPI-U (Revised Consumer Price Index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area) and fuel cost adjustments pursuant to the agreement and authorize the Mayor to sign.
- G. Consider Ordinance 14-U; amending Chapter 28 Comprehensive Fee Ordinance for the purpose of revising certain solid waste collection and disposal fees for residential, commercial and roll-off containers due to an annual CPI-U increase ("revised consumer price index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area"), resulting in a monthly increase of approximately \$0.40 to the residential customer; providing for a ten percent (10%) penalty for late payment; providing for the effective date of the October 2014 billing cycles; and setting forth other provisions related thereto. - 1st Reading.
- H. Consider Ordinance 14-V; amending Chapter 28 Comprehensive Fee Ordinance for the purpose of revising certain water and sewer fees for residential and commercial customers due to annual CPI-U increase ("revised consumer price index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area"), resulting in a monthly increase of approximately \$1.35 to the average residential customer; providing for a ten percent (10%) penalty for late payment; providing for an effective date of the October 2014 billing cycles; and setting forth other provisions related thereto – 1st reading.
- I. Consider Ordinance 14-X; establishing a "No Parking During Official School Hours" zone along the north side of Cleveland Street from the intersection of Cleveland Street and South Second Street to the intersection of Cleveland Street and South Durant Street as depicted in Exhibit "A" attached hereto; authorizing installation of appropriate signage; providing for a penalty and publication of this ordinance; and setting forth other provisions related thereto – 1st reading.

- J. Consider Ordinance 14-Y; amending Chapter 2, Administration, Article II, City Council, for the purpose of removing the Open Meetings Act Resolution (“OMAR”) requirement from the Order of Business at Council meetings; and setting forth other provisions related thereto – 1st reading.
- K. Consider an Interlocal Agreement with Brazoria County for the 2014-2015 fiscal year asphalt overlay project and authorize the Mayor to sign.
- L. Consider an Interlocal Agreement with the City of Manvel for use of the City of Alvin’s Animal Adoption Center for impoundments of up to 200 animals for an initial fee of \$25,000 and authorize the Interim City Manager to sign.
- M. Consider award of a contract to CAG Construction, an approved Buy Board Company, for the purpose of demolishing and rebuilding water well #3 pump house in an amount not to exceed \$66,842.39; and authorize the Mayor to sign.

10. REPORTS FROM CITY MANAGER

- A. Review preliminary list of items for the Council meeting of September 4, 2014.

11. REPORTS FROM COUNCILMEMBERS

Pursuant to S.B. No. 1182, City Council Members may make a report or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Announcements and requests from Councilmembers.

12. CLOSED EXECUTIVE SESSION: THE CITY COUNCIL WILL CONVENE INTO A CLOSED EXECUTIVE MEETING IN ACCORDANCE WITH TEXAS GOVERNMENT CODE, PURSUANT TO THE AUTHORITY CONTAINED IN:

Section 551.087 of the Government Code: (1) Deliberations regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations or (2) deliberations regarding the offer of a financial or other incentive to a business prospect described by Subdivision (1).

13. RECONVENE TO OPEN SESSION

14. OPEN MEETINGS ACT RESOLUTION

- A. Consider Resolution No. OMA-R-14-08-21, a resolution confirming compliance with the provisions of the Open Meetings Act.

15. ADJOURNMENT

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.



A handwritten signature in blue ink, which appears to read "Dixie Roberts", is written over a horizontal line.

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. 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.



AGENDA COMMENTARY

Discussion Date: 08/21/2014

Approval Date: 08/21/2014

Submitted By: Dan Kelinske

SUBJECT:

Special Presentation by Keep Alvin Beautiful regarding the 2014 Depot Days.

DISCUSSION:

Community, Council and Mayor invitation to attend the 2014 Depot Days Event and Parade. The event will be held at National Oak Park beginning Friday, August 29th with live music. Parade will be Saturday, August 30th at 9AM with the event to follow until 4PM.

RECOMMENDATION:

no action required

ATTACHMENTS:

- | | |
|----|----|
| 1. | 4. |
| 2. | 5. |
| 3. | 6. |

Submitted by:

Daniel
Kelinske

Digitally signed by Daniel Kelinske
DN: cn=Daniel Kelinske, o=City of
Alvin, ou=Parks and Recreation,
email=dkelinske@cityofalvin.com,
c=US
Date: 2014.07.28 15:45:09 -0500

Department Head

Funds Available:

Finance Director

Approved as to Form:

Bobbi J
Kacz

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com, c=US
Date: 2014.08.15 19:07:52 -0500

City Attorney

Approved By:

Junru
Roland

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2014.08.14 09:09:09 -0500

City Manager

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY AUGUST 7, 2014
7:00 P.M.

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in regular session at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul Horn, Councilmembers: Gabe Adame, Adam Arendell, Scott Reed, Brad Richards, Roger Stuksa and Keith Thompson. Also present: Junru Roland, Interim City Manager, Bobbi Kacz, City Attorney and Dixie Roberts, City Clerk.

INVOCATION

Judy Zavala gave the invocation.

PLEDGE OF ALLEGIANCE

Councilmember Adame led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

Texas New Mexico Power presented a grant award in the amount of \$15,000 to Keep Alvin Beautiful (KAB) to be used for the beautification of the property located on the corner of Willis and South Gordon. Ms. Urick with KAB stated that KAB has future plans to fundraise in order to help fund the building of a gazebo at this location.

Alice Sloan and Nelva Urick with Keep Alvin Beautiful gave a brief overview of the upcoming Depot Days.

Mr. Roland presented the Distinguished Budget Presentation Award to Mayor Horn on behalf of the City of Alvin for its annual budget for the fiscal year beginning October 1, 2013. In order to receive this award, a government unit must publish a budget document that meets program criteria, as a policy document, as an operations guide, as a financial plan and a communications device. Mr. Roland thanked his budget staff and department heads for their role in helping obtain this award.

Mayor Horn thanked Mr. Roland and the budget staff and department heads for their hard work and dedication.

Councilmember Arendell left the meeting at 7:10 p.m.

APPROVAL OF MINUTES

Approve minutes of July 10, 2014 City Council meeting

Councilmember Adame moved to approve the minutes of July 10, 2014. Seconded by Councilmember Richards; motion to approve carried on a vote of 5 Ayes.

Approve minutes of the July 31, 2014 Special City Council meeting.

Councilmember Adame moved to approve the minutes of July 31, 2014. Seconded by Councilmember Reed; motion to approve carried on a vote of 5 Ayes.

PETITIONS OR REQUESTS FROM THE PUBLIC

Larry Buehler presented the steering team for the BACH Fun Fest fundraising event. Ms. Diane Overton, co-chairperson for this event stated that the BACH Funfest will be held on Saturday August 23rd at 5:00 p.m. at the Knights of Columbus Hall on Highway 6. There will be many fun activities to choose from, along with barbeque and a silent and live auction.

Councilmember Arendell re-entered the meeting at 7:13 p.m.

REPORTS FROM CITIZENS BOARDS, COMMISSIONS, AND COMMITTEES

No reports were given.

OTHER BUSINESS

Consider a variance request from Mr. and Mrs. Robert Ruiz to waive the building setback requirements of the Subdivision and Property Development Section 21-37, of the Code of Ordinances, for the property located at 807 Rice Street.

Michelle Segovia, City Engineer stated that Mr. & Mrs. Ruiz own the property at 807 Rice Street and are asking for a variance to the residential setback requirements. Section 21-37 requires front setbacks of at least 25ft., side setback lines of 15ft. on corner lots, rear setback lines of 10 ft., and side non-corner lot setback lines 5ft. The Planning Commission reviewed this request at their meeting on July 29th and recommends approval to City Council. The Ruiz's would like to construct a home at 807 Rice Street. The 25ft. building setback requirement would result in the home only having a 15ft. backyard depth. With the variance approved, the front of house would be approx. 21ft. behind the alignment of other homes currently on the street and will give additional depth in the back yard. This will provide the setback distance needed from Highway 6.

Councilmember Stuksa moved to approve a variance request from Mr. and Mrs. Robert Ruiz to waive the building setback requirements of the Subdivision and Property Development Section 21-37, of the Code of Ordinances, for the property located at 807 Rice Street. Seconded by Councilmember Adame; motion to approve carried on a vote of 6 Ayes.

Consider a recommendation for a final plat requested under the re-plat procedure for Park Drive Investments, LP, being out of Lot 1 of H.T.B. & R.R. Co, Survey, Section 21, Page 186 Brazoria County Deed Records, Texas and all of Reserve "A" of Park Drive Investments, LP Subdivision as recorded in instrument No. 2014006065 Brazoria County Plat Records.

Michelle Segovia, City Engineer stated that this property is currently vacant and is located at the southwest corner of CR146 and west Highway 6; within our ETJ. The owner intends on building a R.V. sales and repair business at this location. This was originally platted as 18 acres; the owners have since acquired 2.5 additional acres at the south corner and would like to add this to their plat. The Planning Commission considered this plat and recommends approval.

Councilmember Reed moved to approve the recommendation for a final plat requested under the re-plat procedure for Park Drive Investments, LP, being out of Lot 1 of H.T.B. & R.R. Co, Survey, Section 21, Page 186 Brazoria County Deed Records, Texas and all of Reserve "A" of Park Drive

Investments, LP Subdivision as recorded in instrument No. 2014006065 Brazoria County Plat Records. Seconded by Councilmember Thompson motion to approve carried on a vote of 6 Ayes.

Acknowledge the receipt of the Alvin Tax Increment Reinvestment Zone (TIRZ) No. Two (Kendall Lakes) 2013 Annual Report.

Larry Buehler stated that the Kendall Lakes TIRZ Board of Directors received and approved the annual report at their meeting on July 8, 2014. This report must also be approved by City Council and sent to the Texas Comptroller and the Texas Office of Attorney General.

Councilmember Arendell moved to acknowledge the receipt of the Alvin Tax Increment Reinvestment Zone (TIRZ) No. Two (Kendall Lakes) 2013 Annual Report. Seconded by Councilmember Richards; motion to approve carried on a vote of 6 Ayes.

Consider Addendum No. 1 to the Landscape Maintenance Services Agreement with LTS Lawn Care for a one year renewal term for lawn services for selected City Parks, with a total annual price not to exceed \$32,227.87 and authorize the Mayor to sign.

This is the first of three potential annual (12 month duration) renewals, each renewal term shall be attached to the agreement as an Addendum and is subject to the same provisions of the original contract for \$32,227.87. The current contract expires September 30, 2014; the contract renewal dates are October 1, 2014 thru September 30, 2015.

Councilmember Thompson moved to approve addendum No. 1 to the Landscape Maintenance Services Agreement with LTS Lawn Care for a one year renewal term for lawn services for selected City Parks, with a total annual price not to exceed \$32,227.87 and authorize the Mayor to sign. Seconded by Councilmember Reed; motion to approve carried on a vote of 6 Ayes.

Consider Addendum No. 2 to the Janitorial Services Agreement with American Janitorial Services Ltd. for a one year renewal term for janitorial services for City facilities, with a total annual price of \$61,680 and authorize the Mayor to sign.

The original janitorial services contract includes a provision for additional one year terms dependent upon mutual consent of the parties and approval of the governing body. Each renewal term shall be attached to the agreement as an addendum and is subject to the same provisions of the original contract, as amended.

American Janitorial Services Ltd. has submitted a written request for an additional one year term to provide janitorial services for the City.

Councilmember Reed moved to approve addendum No. 2 to the Janitorial Services Agreement with American Janitorial Services Ltd. for a one year renewal term for janitorial services for City facilities, with a total annual price of \$61,680 and authorize the Mayor to sign. Seconded by Councilmember Adame; motion to approve carried on a vote of 6 Ayes.

Consider Addendum No. 3 to the HVAC and Boiler Preventative Building Maintenance and Repair Services Agreement with Clear the Air LLC for a one year renewal term for HVAC and Boiler services for City facilities with a total annual price of \$38,029.00 and authorize the Mayor to sign.

The original HVAC service contract with Clear the Air LLC includes a provision for additional one year terms dependent upon mutual consent of the parties and approval of the governing body. Each renewal term shall be attached to the agreement as an Addendum and is subject to the same

provisions of the original contract. Mr. Jason Stom, President of Clear the Air LLC has submitted a written request for an additional one year term to provide HVAC and Boiler Preventative Building Maintenance and Repair Services for the City.

Councilmember Stuksa moved to approve addendum No. 3 to the HVAC and Boiler Preventative Building Maintenance and Repair Services Agreement with Clear the Air LLC for a one year renewal term for HVAC and Boiler services for City facilities with a total annual price of \$38,029.00 and authorize the Mayor to sign. Seconded by Councilmember Reed; motion to approve carried on a vote of 6 Ayes.

Consider request for street closures for the Depot Days Parade to be held on Saturday August 30, 2014, beginning at 9:00 a.m. Requested Street Closures are: W. Sidnor St. @ S. Durant St., W. Blum St. @ S. Durant St., W. Lang St. @ S. Durant St. (both sides), W. Adoue St. @ S. Jack St., Beauregard St. @ W. Adoue St., S. Johnson St. @ W. Adoue St. (both sides), S. Jackson St. @ W. Adoue St. (both sides), S. Lee St. @ W. Adoue St. (both sides), S. Hill St. @ W. Adoue St. (both sides), S. Taylor St. @ W. Adoue St. (both sides), S. Hood St. @ W. Adoue St. (both sides), S. Hardie St. @ W. Adoue St. (both sides), S. Gordon St. @ W. Adoue St., E. Adoue St. @ S. Gordon St., W. Lang St. @ S. Gordon St., E. Bell St. @ S. Gordon St., W. Blum St. @ S. Gordon St., W. Sidnor St. @ S. Gordon St., E. Sidnor St. @ S. Gordon St., E. Sealy St. @ N. Gordon St., N. Gordon St. @ W. Sealy St., N. Hardie St. @ W. Sealy St., S. Hardie St. @ W. Sealy St., Hood St. @ W. Sealy St., S. Hood St. @ W. Sealy St., N. Taylor St. @ W. Sealy St., S. Taylor St. @ W. Sealy St., Hill St. @ W. Sealy St., S. Hill St. @ W. Sealy St., N. Lee St. @ W. Sealy St., S. Lee St. @ W. Sealy St., N. Jackson St. @ W. Sealy St., S. Jackson St. @ W. Sealy St., Johnson St. @ W. Sealy St., S. Johnson St. @ W. Sealy St., N. Beauregard St. @ W. Sealy St., S. Beauregard St. @ W. Sealy St., N. Durant St. @ W. Sealy St.

Councilmember Adame moved to approve the request for street closures for the Depot Days Parade to be held on Saturday August 30, 2014, beginning at 9:00 a.m. Seconded by Councilmember Arendell; motion to approve carried on a vote of 6 Ayes.

Consider request for street closures for the 2014 Depot Days Community Wide Event on Saturday August 30, 2014 between 7:00 a.m. and 5:00 p.m. Requested Street Closures are: Depot Centre Blvd. from the northwest parking lot entrance; North west Parking lot entrance/exit at Depot Centre Boulevard; E. Sealy St. at N. Gordon Street; Depot Centre Blvd. at E. Sidnor Street.; E. Sidnor Street at Depot Centre Blvd; E. Sidnor Street at S. Magnolia Street and South Magnolia Street at the entrance to National Oak Park.

Councilmember Stuksa moved to approve the request for street closures for the 2014 Depot Days community wide event on Saturday August 30, 2014 between 7:00 a.m. and 5:00 p.m. Seconded by Councilmember Thompson motion to approve carried on a vote of 6 Ayes.

Consider request for street closures for the 10th annual Beneezy Purple Monkey Fun Run on Saturday August 30, 2014 from 7:00 a.m. to 9:00 a.m. Requested street closures are: Second Street at Adoue Street; Adoue Street at Kost Street, Kost Street at South Street, South Street at Johnson Street, and Johnson Street at Cleveland Street.

Councilmember Reed moved to approve the request for street closures for the 10th annual Beneezy Purple Monkey Fun Run on Saturday August 30, 2014 from 7:00 a.m. to 9:00 a.m. Seconded by Councilmember Thompson; motion to approve carried on a vote of 6 Ayes.

Consider approval of the resale of trust property described as Minnie Arnold (Alvin #1) Lot C4, 0.212 acres, located on House Street (Account No. 1363-0002-122) to Charlie Goodson in the amount of \$7,070.00.

Councilmember Arendell moved to approval of the resale of trust property described as Minnie Arnold (Alvin #1) Lot C4, 0.212 acres, located on House Street (Account No. 1363-0002-122) to Charlie Goodson in the amount of \$7,070.00. Seconded by Councilmember Reed; motion to approve carried on a vote of 6 Ayes.

Discuss and take record vote to propose a tax rate of \$.838600 per \$100 of assessed valuation which is a 2.58% tax increase above the effective tax rate.

Mr. Roland reviewed the proposed tax rate of \$.838600 per \$100 of assessed valuation which is ½ cents less than the current rate of .8436 per \$100 of assessed value. He explained that the effective tax rate is the rate that would produce the same amount of property tax revenue as last year using properties on the roll in the prior year and current year. This rate has been calculated by the County Tax Assessor Collector and is .817497 by comparing the proposed rate to the effective rate, the public can ascertain or determine if the city is anticipating receiving more or less property tax revenue than the prior year. Even though the proposal is to lower the tax rate, this rate still exceeds the effective tax rate. State law requires that 2 public hearings be held regarding the proposed tax rate.

Councilmember Reed moved propose a tax rate of \$.838600 per \$100 of assessed valuation which is a 2.58% tax increase above the effective tax rate. Seconded by Councilmember Arendell. A roll call vote was taken:

Councilmember Thompson	Yes	Councilmember Droege	Absent
Councilmember Reed	Yes	Councilmember Adame	Yes
Councilmember Arendell	Yes	Councilmember Stuksa	Yes
Councilmember Richards	Yes		

The motion carried on a vote of 6 Ayes.

Discuss and consider the adoption of a tax rate that exceeds the Effective Tax Rate of \$.817497 per \$100 of assessed valuation at the regular meeting of the City Council on September 4, 2014 at 7:00 P.M.; City Council will hold two public hearings concerning the tax rate: Thursday, August 21, 2014 at 7:00 P.M. and Thursday, August 28, 2014, at 7:00 P.M. both to be held in the City Council Chambers, 2nd Floor, City Hall, 216 West Sealy Street, Alvin, Texas.

Councilmember Arendell moved to consider the adoption of a tax rate that exceeds the Effective Tax Rate of \$.817497 per \$100 of assessed valuation at the regular meeting of the City Council on September 4, 2014 at 7:00 P.M.; City Council will hold two public hearings concerning the tax rate: Thursday, August 21, 2014 at 7:00 P.M. and Thursday, August 28, 2014, at 7:00 P.M. both to be held in the City Council Chambers, 2nd Floor, City Hall, 216 West Sealy Street, Alvin, Texas. Seconded by Councilmember Reed. A roll call vote was taken:

Councilmember Thompson	Yes	Councilmember Droege	Absent
Councilmember Reed	Yes	Councilmember Adame	Yes
Councilmember Arendell	Yes	Councilmember Stuksa	Yes
Councilmember Richards	Yes		

The motion carried on a vote of 6 Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for the Council meeting of August 21, 2014.

Interim City Manager Junru Roland reviewed the list of preliminary items for the City Council Meeting scheduled for August 21, 2014. He also reminded Council of the budget workshops scheduled for Thursday August 14th and August 21st at 7:00 p.m.

REPORTS FROM COUNCILMEMBERS

Councilmember Thompson thanked Sandy Brandon for a job well done in service to the City of Alvin.

Councilmember Reed thanked Sandy Brandon for her hard during her tenure with the city; he wished her well on her retirement.

Councilmember Arendell asked Mr. Roland to send the refuse contract and all addendums out to the members of City Council. He also thanked Sandy Brandon for her years of service to the city and wished her well on her retirement.

Councilmember Richards thanked Sandy Brandon for all of her help over the years and wished her a happy retirement.

Councilmember Adame thanked Ms. Brandon for all of her help and service to the city and wished her well on her retirement. He also thanked Mr. Roland and staff for the GFOA budget award received. Councilmember Adame also reported that the old daycare building next door to the police station needs to be mowed and maintained. He would also like staff to look into the maintenance and upkeep of the shopping center on Gordon Street across from Nesrsta Jewelry. The area is not aesthetically pleasing and the parking lot in this center needs repair.

Councilmember Stuksa stated that the property purchased by the city at Kost/South Street needs to be mowed and maintained.

Councilmember Richards stated the yellow house next to the Citgo Station at FM517 and Highway 6 places appliances out in the front yard for sale. He would like staff to look into this.

Mr. Roland stated that staff looked at this property this past week. The ordinance states that appliances can be placed out for sale as long as it does not exceed 24 consecutive hours. Councilmember Richards stated that he would like to look into revising this ordinance.

Mayor Horn stated that there will be a joint meeting between the City Council, Planning Commission and Citizens Advisory Committee to review the Comprehensive Plan update on August 26th.

CLOSED EXECUTIVE SESSION: THE CITY COUNCIL WILL CONVENE INTO A CLOSED EXECUTIVE MEETING IN ACCORDANCE WITH TEXAS GOVERNMENT CODE, PURSUANT TO THE AUTHORITY CONTAINED IN:

Section 551.087 of the Government Code: (1) Deliberations regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations or (2) deliberations regarding the offer of a financial or other incentive to a business prospect described by Subdivision (1).

An executive session was not held.

OPEN MEETINGS ACT RESOLUTION

Councilmember Arendell moved to approve Resolution No. OMA-R-14-08-07, a resolution confirming compliance with the provisions of the Open Meetings Act. Seconded by Councilmember Richards; motion to approve carried on a vote of 6 Ayes.

ADJOURNMENT

Councilmember Adame moved to adjourn the meeting at 7:40 p.m. Seconded by Councilmember Reed; motion to adjourn carried on a vote of 6 Ayes.

PASSED and APPROVED this ____ day of August, 2014.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk



AGENDA COMMENTARY

Discussion Date: 08/21/2014

Approval Date:

Submitted By: Junru Roland

SUBJECT:

Public hearing to receive comment on the Proposed FY14-15 Annual Budget THIS PROPOSED BUDGET IS ESTIMATED TO RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$343,489 OR 4.24%, AND OF THAT AMOUNT, \$180,370 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

DISCUSSION:

This is a public hearing to receive comment on the proposed FY-14-15 Annual Budget.

RECOMMENDATION:

This item requires no action at this time- this is a public hearing only.

ATTACHMENTS:

1. Notice of Public Hearing
- 2.
- 3.
- 4.
- 5.
- 6.

Submitted by:

Junru
Roland

Department Head

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2014.08.14 07:30:35
-05'00'

Funds Available:

Finance Director

Approved as to Form:

Bobbi J
Kacz

City Attorney

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com, c=US
Date: 2014.08.15 19:05:08 -05'00'

Approved By:

Junru
Roland

City Manager

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2014.08.14 07:30:46 -05'00'

NOTICE

Notice is hereby given that the City of Alvin, Texas will hold a public hearing during the Regular City Council Meeting on August 21, 2014, which begins at 7:00 P.M. to receive comments regarding the Fiscal Year 2014-2015 Annual Budget. Said hearing will be held in the City Council Chambers at City Hall, 216 West Sealy Street, Alvin, Texas. THIS PROPOSED BUDGET IS ESTIMATED TO RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$343,489 OR 4.24%, AND OF THAT AMOUNT, \$180,370 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

Dixie Roberts
City Clerk
City of Alvin

Legal ad: publish August 11



AGENDA COMMENTARY

Discussion Date: 08/21/2014

Approval Date:

Submitted By: Junru Roland

SUBJECT:

Public hearing to receive comment on the proposed tax rate of \$.838600 per \$100 of valuation, a rate that will increase the total tax revenues from properties on the tax roll in the preceding year by 2.58%.

DISCUSSION:

According to the Local Government Code, when a proposed rate exceeds the lower of the rollback rate or the effective tax rate, the taxing unit's governing body must vote to place a proposal to adopt the rate on the agenda of a future meeting as an action item. If the motion passes, the governing body must schedule two public hearings on the proposal. The second hearing may not be held earlier than the third day after the date of the first hearing.

For FY 2015, even though I am proposing to reduce the City's tax rate by 1/2-cent, that rate still exceeds the State's calculated effective tax rate. As a result, we are required to have 2 public hearings on the tax rate prior to adoption. This is the first hearing required. The next public hearing is scheduled for Thursday, August 28th at 7:00 p.m.

RECOMMENDATION:

This item requires no action at this time - this is a public hearing only.

ATTACHMENTS:

- | | |
|--------------------------|----|
| 1. Public Hearing Notice | 4. |
| 2. | 5. |
| 3. | 6. |

Submitted by:

Junru
Roland

Department Head

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2014.08.14 09:28:05
-05'00'

Funds Available:

Finance Director

Approved as to Form:

Bobbi J
Kacz

City Attorney

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Alvin, ou=Legal Department,
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Approved By:

Junru
Roland

City Manager

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Department, c=US
Date: 2014.08.14 09:28:14 -05'00'

NOTICE OF 2014 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF ALVIN

A tax rate of \$0.838600 per \$100 valuation has been proposed for adoption by the governing body of CITY OF ALVIN. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

PROPOSED TAX RATE	\$0.838600 per \$100
PRECEDING YEAR'S TAX RATE	\$0.843600 per \$100
EFFECTIVE TAX RATE	\$0.817497 per \$100
ROLLBACK TAX RATE	\$0.842620 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for CITY OF ALVIN from the same properties in both the 2013 tax year and the 2014 tax year.

The rollback tax rate is the highest tax rate that CITY OF ALVIN may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE
CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Ro'Vin Garrett, PCC
Tax Assessor-Collector
451 N Velasco in Angleton, Texas 77515
281-756-1838
roving@brazoria-county.com
www.brazoria-county.com/tax

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 21, 2014 at 07:00 PM at the City Council Chambers, 2nd Floor City Hall located at 216 W Sealy Street in Alvin, Texas 77511.

Second Hearing: August 28, 2014 at 07:00 PM at the City Council Chambers, 2nd Floor City Hall located at 216 W Sealy Street in Alvin, Texas 77511.

Advertised on Monday August 11, 2014



AGENDA COMMENTARY

Discussion Date: 08/21/2014

Approval Date:

Submitted By: Dixie Roberts

SUBJECT:

Announce that the 2nd public hearing on the tax rate will be held on Thursday August 28, 2014 at 7:00 p.m. in the Council Chamber of Alvin City Hall and that City Council is scheduled to vote on the proposed tax rate at its regular meeting on Thursday, September 4, 2014 at 7:00 p.m.

DISCUSSION:

This is for notification purposes only.

RECOMMENDATION:

No action required.

ATTACHMENTS:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Submitted by:

Dixie
Roberts

Digitally signed by Dixie Roberts
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Alvin, ou=City Clerk,
email=droberts@cityofalvin.com,
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Department Head

Funds Available:

Finance Director

Approved as to Form:

Bobbi J
Kacz

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City Attorney

Approved By:

Junru
Roland

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Date: 2014.08.14 09:26:13 -05'00'

City Manager



AGENDA COMMENTARY

Discussion Date:

Approval Date: 08/21/2014

Submitted By: Junru Roland

SUBJECT:

Receive and acknowledge the monthly financial report for July, 2014.

DISCUSSION:

A monthly report has been prepared and submitted to the Council for review.

RECOMMENDATION:

Move to acknowledge receipt of the July, 2014 financial report.

ATTACHMENTS:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Submitted by:

Junru
Roland

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Department Head

Funds Available:

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Roland

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Finance Director

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City Attorney

Approved By:

Junru
Roland

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City Manager



CITY OF ALVIN

MAJOR FUND RECAP

For the period ending 07/31/2014



CITY OF ALVIN
BUDGET VS ACTUAL
 For the period ending 07/31/2014

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR	% CHANGE	LAST YEAR	THIS YEAR	% CHANGE		
GENERAL FUND								
<u>REVENUES</u>								
GENERAL PROPERTY TAXES	140,161	131,137	-6%	6,575,796	7,118,482	8%	6,804,717	(313,765)
SALES TAXES	155,079	168,290	9%	1,633,617	1,738,828	6%	2,034,840	296,012
OTHER TAXES	6,260	-	0%	17,183	16,537	-4%	25,000	8,463
FRANCHISE TAXES	202,732	193,411	-5%	1,167,161	1,210,352	4%	1,321,000	110,648
PERMITS AND LICENSES	39,271	38,416	-2%	347,761	390,923	12%	358,450	(32,473)
FINES AND FORFEITURES	44,355	50,517	14%	320,558	426,491	33%	413,200	(13,291)
OTHER INCOME	35,191	27,450	-22%	415,084	357,209	-14%	452,950	95,741
INTRAGOVERNMENTAL	332,628	85,217	-74%	897,478	852,168	-5%	1,022,602	170,435
TOTAL REVENUES	955,675	694,437	-27%	11,374,639	12,110,989	6%	12,432,759	321,771
<u>EXPENDITURES</u>								
CITY COUNCIL	3,040	6,840	125%	42,122	43,885	4%	55,456	11,571
CITY CLERK	17,884	30,496	71%	186,797	197,638	6%	243,632	45,994
CITY ATTORNEY	40,475	49,223	22%	331,383	337,980	2%	420,558	82,577
CITY MANAGER	18,811	133,622	610%	216,383	327,059	51%	278,147	(48,912)
ECONOMIC DEVELOPMENTS	14,600	25,851	77%	137,722	198,237	44%	251,098	52,861
FINANCE	27,991	49,149	76%	307,443	342,392	11%	420,169	77,777
COURT	12,016	16,726	39%	126,785	127,506	1%	156,434	28,928
HUMAN RESOURCES	6,869	10,858	58%	81,831	77,706	-5%	103,476	25,770
CITY HALL	11,181	17,602	57%	81,999	95,772	17%	126,934	31,162
CODE ENFORCEMENT	9,590	15,412	0%	42,946	96,194	0%	127,188	30,994
POLICE	450,780	682,267	51%	4,894,106	5,037,085	3%	6,175,506	1,138,421
FIRE	86,721	75,014	-13%	619,247	655,808	6%	850,701	194,893
ENGINEERING	38,746	54,625	41%	461,407	345,655	-25%	599,241	253,586
PARKS AND RECREATION	131,851	151,122	15%	1,226,043	988,346	-19%	1,304,495	316,149
LIBRARY	11,522	7,244	-37%	92,029	89,447	-3%	107,614	18,167
NON-DEPARTMENTAL	113,717	107,714	-5%	1,413,730	1,650,863	17%	1,701,396	50,533
TOTAL EXPENDITURES	995,795	1,433,763	44%	10,261,973	10,611,575	3%	12,922,045	2,310,470
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					1,499,414			
BEGINNING FUND BALANCE					4,514,129			
ENDING FUND BALANCE					<u>6,013,543</u>			



**CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 07/31/2014**

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR	% CHANGE	LAST YEAR	THIS YEAR	% CHANGE		
HOTEL FUND								
<u>REVENUES</u>								
OCCUPANCY TAXES	55,660	52,127	-6%	232,278	264,471	14%	246,000	(18,471)
OTHER OPERATING INCOME	86	431	402%	5,803	9,834	69%	6,200	(3,634)
				30				
TOTAL REVENUES	55,746	52,558	-6%	238,110	274,305	15%	252,200	(22,105)
<u>EXPENDITURES</u>								
PERSONNEL	5,780	10,204	77%	59,119	72,373	22%	105,319	32,946
SUPPLIES	722	5	-99%	4,823	3,135	-35%	7,600	4,465
CONTRACT SERVICES	6,844	5,318	-22%	80,228	128,575	60%	153,250	24,675
DEBT SERVICE	-	-		18,754	19,551	4%	19,551	0
INTERFUND TRANSFERS	157	140	-11%	1,569	1,402	-11%	1,682	280
TOTAL EXPENDITURES	13,503	15,666	-14%	164,493	225,036	37%	287,402	62,366
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					49,269			
BEGINNING FUND BALANCE					595,380			
ENDING FUND BALANCE					644,649			



CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 07/31/2014

	<u>CURRENT MONTH</u>		<u>%</u> CHANGE	<u>YEAR TO DATE</u>		<u>%</u> CHANGE	<u>CURRENT</u> BUDGET	<u>BUDGET</u> BALANCE
	LAST YEAR	THIS YEAR		LAST YEAR	THIS YEAR			
UTILITY FUND								
<u>REVENUES</u>								
CHARGES FOR SERVICES	613,551	755,004	23%	5,442,099	5,631,104	3%	6,643,280	1,012,176
OTHER OPERATING INCOME	11,549	22,660	96%	176,072	231,444	31%	146,835	(84,609)
TOTAL REVENUES	625,100	777,664	24%	5,618,172	5,862,548	4%	6,790,115	927,567
<u>EXPENDITURES</u>								
WATER	83,682	128,855	54%	743,137	829,888	12%	1,265,371	435,483
SEWER	74,461	40,091	-46%	703,165	500,903	-29%	980,941	480,037
WASTEWATER TREATMENT	71,735	84,668	18%	552,721	531,856	-4%	919,421	387,565
ADMINISTRATION	23,057	40,773	77%	230,614	285,707	24%	353,183	67,476
BILLING AND COLLECTIONS	13,534	19,228	42%	194,937	188,810	-3%	264,507	75,697
PUBLIC SERVICES FACILITY	12,145	10,317	-15%	70,454	98,007	39%	92,820	(5,187)
CODE ENFORCEMENT PROGRAM	1,821	3,032	66%	10,819	25,797	138%	37,803	12,006
OTHER REQUIREMENTS	32,950	53,978	64%	835,065	829,795	-1%	1,054,578	224,782
TOTAL OPERATING EXPENDITURES	313,384	380,941	22%	3,340,913	3,290,763	-2%	4,968,623	1,677,860
TRANSFERS TO DEBT SERV. FUND	157,084	158,348	1%	2,228,367	1,944,957	-13%	1,900,178	(44,779)
CAPITAL PROJECTS	-	-	0%	-	-	0%	-	-
TOTAL EXPENDITURES	470,468	539,289	15%	5,569,279	5,235,719	-6%	6,868,801	1,633,082
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					626,829			
BEGINNING NET OPERATING ASSETS					3,208,354			-
ENDING NET OPERATING ASSETS					<u>3,835,183</u>			



**CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 07/31/2014**

SANITATION FUND

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR	% CHANGE	LAST YEAR	THIS YEAR	% CHANGE		
REVENUES								
CHARGES FOR SERVICES	209,624	275,798	32%	2,078,501	2,183,460	5%	2,476,218	292,758
OTHER OPERATING INCOME	212	83	-61%	2,120	2,115	0%	41,000	38,885
TOTAL REVENUES	209,836	275,882	31%	2,080,621	2,185,575	5%	2,517,218	331,643
EXPENDITURES								
CONTRACT SERVICES	169,897	173,850	2%	1,534,894	1,577,754	3%	2,054,251	476,497
INTERFUND TRANSFERS	12,701	12,809	1%	188,000	197,729	5%	223,348	25,619
DEBT SERVICE	-	-	0%	28,237	29,386	4%	29,386	0
TOTAL EXPENDITURES	182,598	186,660	2%	1,751,131	1,804,869	3%	2,306,985	476,497
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					380,706			
BEGINNING NET OPERATING ASSETS					1,056,118			
ENDING NET OPERATING ASSETS					1,436,824			



CITY OF ALVIN
BUDGET VS ACTUAL
 For the period ending 07/31/2014

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR	% CHANGE	LAST YEAR	THIS YEAR	% CHANGE		
EMS FUND								
<u>REVENUES</u>								
CHARGES FOR SERVICES	155,577	165,609	6%	1,573,436	1,465,035	-7%	1,903,000	329,564
OTHER OPERATING INCOME	140	106	-24%	15,465	10,080	-35%	8,500	(6,965)
TOTAL REVENUES	155,717	165,716	6%	1,588,901	1,475,115	-7%	1,911,500	322,599
<u>EXPENDITURES</u>								
PERSONNEL	91,742	125,453	37%	945,443	907,158	-4%	1,228,231	282,788
SUPPLIES	18,896	25,516	35%	170,766	133,823	-22%	214,164	43,398
CONTRACT SERVICES	15,132	10,501	-31%	229,583	143,119	-38%	241,844	12,260
DEBT SERVICE	7	2,264	32056%	5,214	8,099	55%	8,151	2,937
INTERFUND TRANSFERS	16,978	18,291	8%	169,333	182,914	8%	219,497	50,164
TOTAL EXPENDITURES	142,755	182,024	28%	1,520,340	1,375,113	-10%	1,911,887	391,547
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					100,003			
BEGINNING WORKING CAPITAL					765,102			
ENDING WORKING CAPITAL					<u>865,105</u>			



CITY OF ALVIN
BUDGET VS ACTUAL
 For the period ending 07/31/2014

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			<u>CURRENT BUDGET</u>	<u>BUDGET BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>		
SALES TAX FUND								
<u>REVENUES</u>								
SALES TAX REVENUES	310,065	336,479	9%	3,266,247	3,476,617	6%	4,069,679	593,062
OTHER OPERATING INCOME	590	42	-93%	122,096	13,702	-89%	10,000	(3,702)
TOTAL REVENUES	310,655	336,521	8%	3,388,344	3,490,319	3%	4,079,679	589,360
<u>EXPENDITURES</u>								
PERSONNEL (STREET)	65,966	109,084	65%	684,026	686,176	0%	937,446	251,270
PERSONNEL (CODE ENFORCEMENT)	5,005	5,662		19,137	49,874		69,607	19,733
SUPPLIES	17,995	17,020	-5%	276,033	172,743	-37%	335,925	163,182
CONTRACT SERVICES	64,921	107,980	66%	917,942	1,276,434	39%	1,783,641	507,206
CAPITAL OUTLAY	233,737	82,189	0%	1,023,048	1,003,282	-2%	945,566	(57,716)
DEBT	-	-	0%	-	-	0%	-	-
INTERFUND TRANSFERS	42,845	58,800	37%	442,248	592,546	34%	630,992	38,446
TOTAL EXPENDITURES	430,469	380,736	-12%	3,362,435	3,781,055	12%	4,703,176	922,121
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					(290,736)			
BEGINNING FUND BALANCE					6,255,196			
ENDING FUND BALANCE					5,964,460			



CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 07/31/2014

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			<u>CURRENT BUDGET</u>	<u>BUDGET BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>		
SHOP FUND								
<u>REVENUES</u>								
INTRA GOVERNMENTAL TRANSFERS	46,880	39,313	-16%	430,793	393,382	-9%	472,009	78,627
OTHER OPERATING INCOME	7	3	-64%	162	6,667	4010%	-	(6,667)
TOTAL REVENUES	46,887	39,316	19%	430,955	400,049	8%	472,009	71,960
<u>EXPENDITURES</u>								
PERSONNEL	14,763	22,412	52%	133,206	148,486	11%	198,352	49,866
SUPPLIES	10,174	22,588	122%	89,623	116,790	30%	171,655	54,865
CONTRACT SERVICES	9,189	12,643	38%	101,896	181,077	78%	222,410	41,334
INTERFUND TRANSFERS	786	833	6%	7,858	8,331	6%	9,997	2,139
TOTAL EXPENDITURES	34,912	58,476	67%	332,583	454,684	37%	602,414	148,203
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					(54,635)			
BEGINNING OPERATING ASSETS					283,388			
ENDING OPERATING ASSETS					228,753			



AGENDA COMMENTARY

Discussion Date: 08/21/2014

Approval Date: 08/21/2014

Submitted By: SUSSIE SUTTON

SUBJECT:

Consider a variance request from Kari Walker, owner of Kari's Hair Unlimited, to waive the front setback requirement of the Subdivision and Property Development Section 21-37, of the Code of Ordinances, for her business located at 2408 S. Gordon.

DISCUSSION:

On July 21, 2014, staff received a variance request letter from Ms. Kari Walker for a variance to the building setback line requirements. The applicable provision of Section 21-37 regarding commercial setback lines requires a minimum front setback of at least twenty-five (25) feet, unless otherwise approved.

Ms. Walker wants to construct a 5' porch addition to the front of her building in an effort to renovate the structure to make it safer for the public and more appealing. The porch would encroach into the 25' setback line from Business 35/S. Gordon Street.

Planning Commission considered this variance request on July 29, 2014 and recommended approval.

RECOMMENDATION:

Move to approve/deny a variance to the front setback requirement requested by Kari Walker for her business located at 2408 S. Gordon.

If recommendation is approval, state how this variance will not negatively impact traffic conditions or public health, safety, convenience, or welfare in the vicinity.

ATTACHMENTS:

- | | |
|--|----------------------------|
| 1. Variance Request Letter | 4. Variance provision 21-4 |
| 2. Coastal Custom Elevation Front View A | 5. |
| 3. Partial Survey Plat | 6. |

Submitted by:

Michelle Segovia

Digitally signed by Michelle Segovia
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Department Head

Funds Available:

Finance Director

Approved as to Form:

Bobbi J Kacz

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Date: 2014.08.15 17:37:33 -0500

City Attorney

Approved By:

Junru Roland

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o=City of Alvin, ou=Finance
Department, c=US
Date: 2014.08.14 09:29:45 -0500

City Manager

July 21, 2014

To whom it may concern:

As a long-standing resident and small business owner in Alvin, I was disappointed to learn that I may not be able to renovate the outside of my building located on 2408 S. Gordon Street. This location serves as the home for my small business, Kari's Hair Unlimited.

Evidently in 1969 when the structure was built, six inches of one corner of the building stood on the building setback. This means that the front of the building, which is the most visible aspect of the business in regards to making a good first impression to customers, is not in the realm of my control. This presents a problem for my business because the front of my building has been in disrepair for some time. I am concerned that my curling and fraying sign and façade not only discourages new customers from coming in to my shop, but also decreases the aesthetics of the city itself.

While I appreciate that the façade of my building does fall into the 25-foot building set back, I do pay taxes in Alvin, both individually and as a small-business owner. As a citizen, I support any effort that attempts to bring people to our town. I would like to spend my own money in order to make this building, an integral part of this city of Alvin on its most busy street, more attractive and appealing.

If I receive permission to renovate the front of Kari's Hair Unlimited, I plan to not only make it more attractive, but safer as well. Many of my customers are elderly and some are handicapped. As it is, the walkway is cracked and uneven. I want to make my small business a safer place. I plan to level the walkway, extend it, and add handrails in compliance with handicap regulations. I also intend to modernize the façade of this building. I am proposing to construct a 5-foot front porch/cover extension which extends the length of the building (31'), however, approximately 7-foot of the building addition will extend 5-feet into the 25-foot building set back and gradually decrease. The remaining 24-feet of the building addition will comply with the 25-foot building set back and gradually increase. I believe that downtown Alvin is a beautiful place, and I would like to contribute to that beauty.

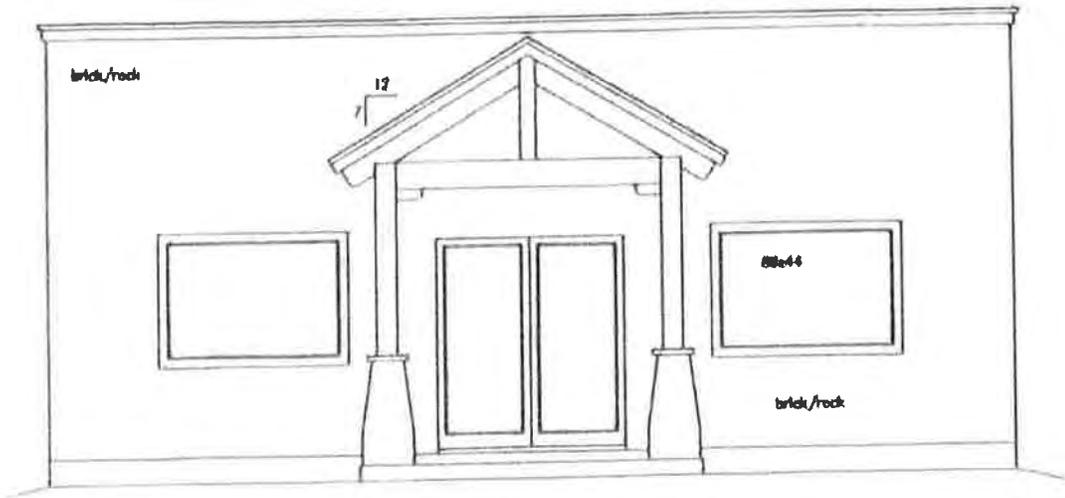
This letter serves as a formal request to allow me to update my building's aesthetics and safety for the benefit of myself, my clients, my neighbors, and the city itself. Therefore, I am requesting a variance from the Section 21-37 (a) minimum commercial front set back line of 25-feet. I appreciate your consideration, and I look forward to your response.

Thank you.

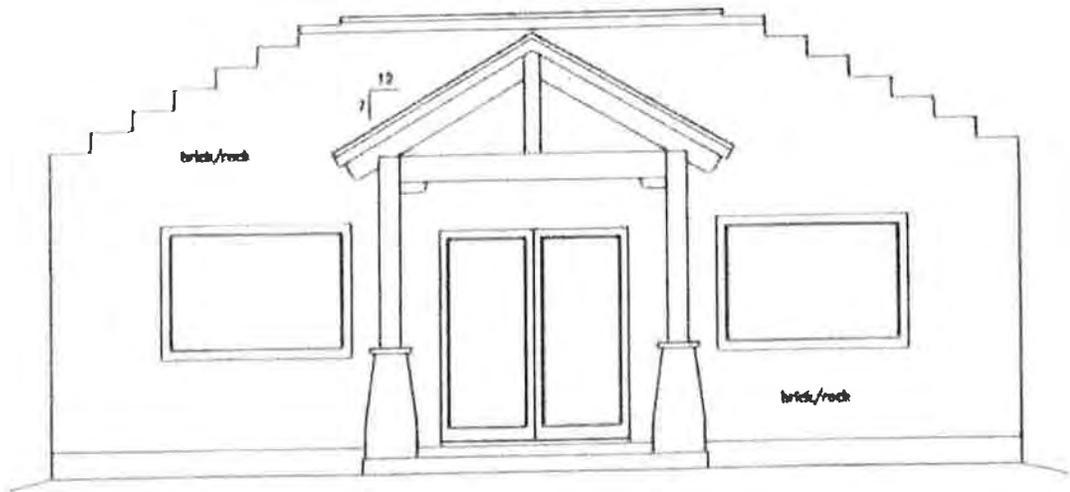
Sincerely,



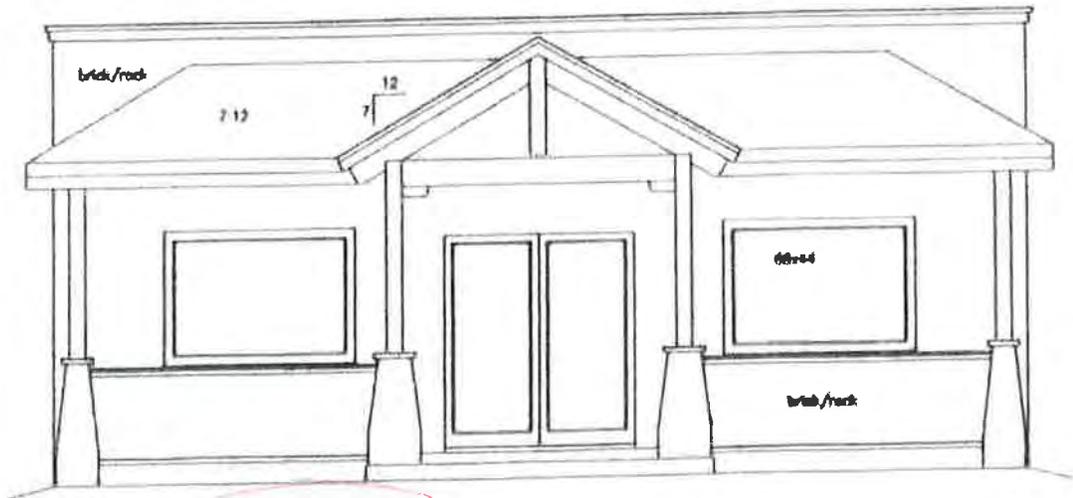
Kari Walker
Owner of Kari's Hair Unlimited



FRONT VIEW - C



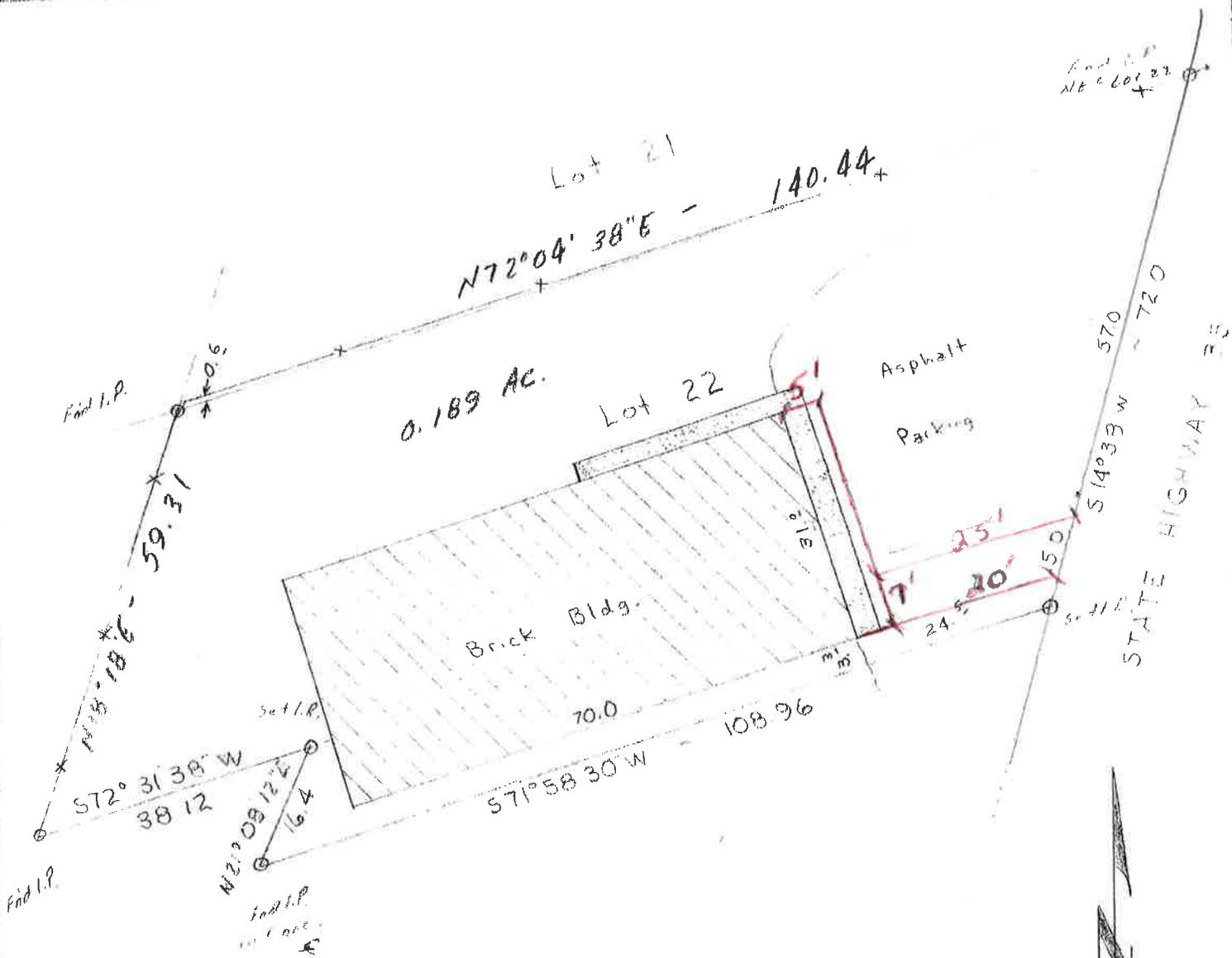
FRONT VIEW - B



FRONT VIEW - A

05/25/2014
Kori PreeE

preliminary Elevations
No Scale



GF# 91060665

PURCHASER: Kari Lynn Walker

SURVEY PLAT SHOWING BOUNDARIES AND IMPROVEMENTS ON 0.189 ACRES OF LAND, BEING ALL OF LOT 22, KOSTER'S ADDITION TO THE CITY OF ALVIN AS RECORDED IN VOLUME 3, PAGE 169, PLAT RECORDS, AND A 15 X 106.7 FOOT TRACT IMMEDIATELY SOUTH OF LOT 22 OUT OF LOT 12 OF THE SUBDIVISION OF THE H.T. & B. R.R. CO. SURVEY, SECTION 13, ABSTRACT 225, BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron pipe found at the Northeast corner of Lot 22, Koster's Addition; THENCE South 14 deg. 38 min. West, along the West line of State Highway 35, a distance of 72.0 feet to an iron rod set for corner; THENCE South 71 deg. 58 min. 30 sec. West a distance of 108.96 feet to an iron pipe in concrete for corner; THENCE North 21 deg. 08 min. 12 sec. East a distance of 16.4 feet to an iron rod set for corner; THENCE South 72 deg. 31 min. 38 sec. West a distance of 38.12 feet to an iron pipe for corner at the Southwest corner of Lot 22; THENCE North 18 deg. 18 min. East, along the West line of Lot 22, a distance of 59.31 feet to an iron pipe for corner; THENCE North 72 deg. 04 min. 38 sec. East, along the North line of Lot 22, a distance of 140.44 feet to the PLACE OF BEGINNING and containing 0.189 acres of land.

[Sec. 21-4. - Variances.](#)

Upon written request, city council may authorize a variance from this chapter. An applicant for a variance shall pay a nonrefundable fee, in an amount provided for in the fee schedule in chapter 28.

In granting a variance, the council shall prescribe those conditions it deems necessary or desirable to the public interest. In making the findings herein above required, the council shall take into account the nature of the proposed use of the land involved, the existing use of the land in the vicinity, the number of persons who will reside or work in the proposed subdivision, and the probable effect of such variance upon traffic conditions and upon public health, safety, convenience and welfare in the vicinity.

Any variance request shall first be reviewed by the planning commission, with a recommendation to council workshop, prior to city council action.

(Ord. No. 02-AA, §1, 6-20-02; Ord. No. 06-WW, §3, 12-21-06; Ord. No. 12-UU, §2, 11-1-12)



AGENDA COMMENTARY

Discussion Date: 08/21/2014

Approval Date: 08/21/2014

Submitted By: SUSSIE SUTTON

SUBJECT:

Consider a master preliminary plat of Kendall Lakes, a Planned Unit Development being of 274.23 acres located in the City of Alvin, Brazoria County, Texas.

DISCUSSION:

On July 1, 2014, staff received the Master Preliminary Plat for Kendall Lakes, a Master Planned Unit Development. This property is located along North Highway 35.

Currently sections 1, 2, and 5 of Kendall Lakes have been platted and constructed. This Master Preliminary Plat outlines the remainder of the planned lots, greenspace, and detention areas for the area of Skymark Development Company's Property that is north of the 200' wide Power Line Easement.

On July 29, 2014 the City Planning Commission reviewed the plat and recommends approval of the plat.

RECOMMENDATION:

Move to approve/deny the Master Preliminary Plat of Kendall Lakes.

ATTACHMENTS:

- | | |
|------------------------------|----|
| 1. Plat Hard Copy (4 sheets) | 4. |
| 2. | 5. |
| 3. | 6. |

Submitted by:
Michelle Segovia
Digitally signed by Michelle Segovia
 DN: cn=Michelle Segovia, o=City of Alvin,
 ou=Engineering,
 email=msegovia@cityofalvin.com, c=US
 Date: 2014.08.04 09:23:54 -0500
Department Head

Funds Available:
Bobbi J Kacz
Digitally signed by Bobbi J Kacz
 DN: cn=Bobbi J Kacz, o=City of
 Alvin, ou=Legal Department,
 email=bkacz@cityofalvin.com, c=US
 Date: 2014.08.19 16:33:10 -0500
Finance Director

Approved as to Form:
Junru Roland
Digitally signed by Junru Roland
 DN: cn=Junru Roland,
 email=jroland@cityofalvin.com,
 o=City of Alvin, ou=Finance
 Department, c=US
 Date: 2014.08.14 07:39:23 -0500
City Attorney

Approved By:
Bobbi J Kacz
Digitally signed by Bobbi J Kacz
 DN: cn=Bobbi J Kacz, o=City of
 Alvin, ou=Legal Department,
 email=bkacz@cityofalvin.com, c=US
 Date: 2014.08.19 16:33:10 -0500
City Manager

K C UTILITIES
1.718 ACRES

MOORELAND SECTION 2 (UNRECORDED)

H. T. & B. R.R. CO. SECT. 37 A - 295

N 86° 31' 48" E - 902.16'

0.76 Acres

PART OF 274.827 AC. TRACT
1187/1 BCDR

S 02° 56' 34" E
330.00'

N 86° 36' 18" E - 29.52'

CR 296-D

DETENTION
RESERVE
12.91 AC.

GREENBELT / OPEN SPACE
25.20 ACRES

POWERLINE EASEMENT (WIDTH VARIES)
916/782 BCDR

100.0' R-O-W

S 03° 12' 27" E - 991.06'

MOORELAND SECTION 3 (UNRECORDED)

COUNTY ROAD 296 (AKA CLINE DRIVE)

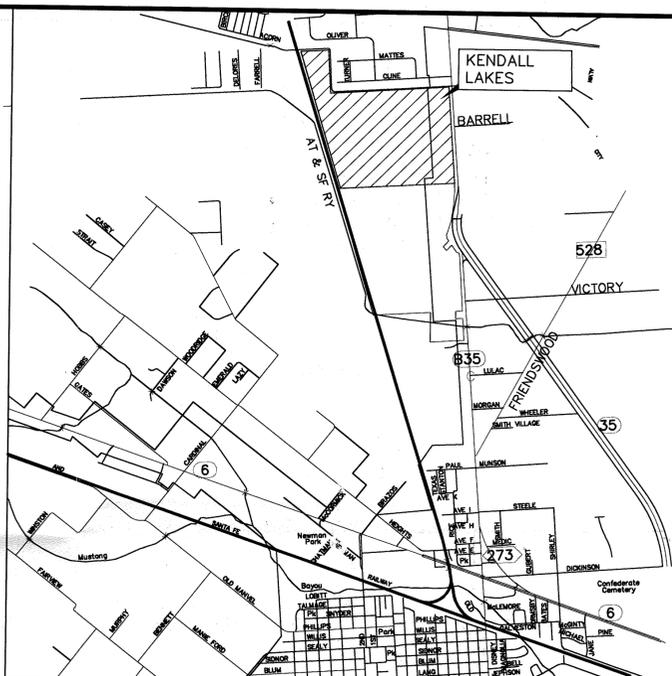
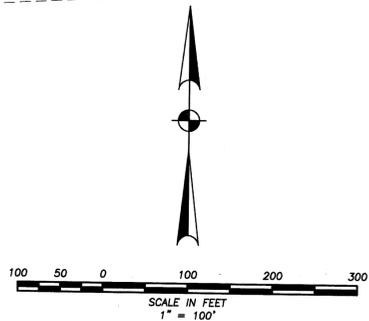
ROBERT & TAMMIE
TEAGUE
29.040 ACRES

G. C. & S. F. RAILROAD

60.0' H.L. & P EASEMENT 916/782 BCDR

DETENTION
RESERVE
23.90 AC.

MATCHLINE SHEET 1 OF 4
MATCHLINE SHEET 4 OF 4



VICINITY MAP
N.T.S.

MATCHLINE SHEET 1 OF 4
MATCHLINE SHEET 2 OF 4

OPEN SPACE CALCULATION

CITY OF ALVIN REQUIREMENT IS 7% OF AREA.
274.23 AC. X 7% = 19.20 ACRES

PROVIDED SPACE:	
REC CENTER	1.04 AC.
DETENTION	2% OF 47.15 AC. 0.94 AC.
GREEN BELT	25.20 AC.
TOTAL PROVIDED:	27.18 AC.

DEVELOPMENT TABLE

LOTTED AREA	138.02 AC.
EASEMENTS	35.58 AC.
COMMERCIAL	14.22 AC.
SCHOOL	13.02 AC.
REC CENTER	1.04 AC.
DETENTION AREA	47.15 AC.
GREEN BELT	25.20 AC.
TOTAL AREA	274.23 AC.

GENERAL NOTES

- LOT SIZES INDICATED ON THE PROPOSED SECTIONS ARE THE PROPOSED GENERAL LOT WIDTHS AND DEPTHS. DETAILED DIMENSIONS TO BE DEVELOPED WITH EACH PLATTED SECTION.
- BUILDING LINES WILL BE 20' IN FRONT AND 10' ON SIDE STREET LOTS.
- FUTURE ROAD RIGHT-OF-WAY WIDTHS INDICATED. STREET NAMES TO BE DETERMINED AT TIME OF PLATTING EACH SECTION.

**MASTER PRELIMINARY PLAT OF
KENDALL LAKES
A PLANNED UNIT DEVELOPMENT
274.23 ACRES LOCATED IN**

CITY OF ALVIN, BRAZORIA COUNTY, TEXAS.
697 LOTS 27 BLOCKS 21 RESERVES
DATE: JULY 23, 2014 SCALE: 1" = 100'

DEVELOPER
SKYMARK
DEVELOPMENT COMPANY, INC
1616 VOSS, SUITE 618
Houston, TX 77057
(713) 978-5900

LAND OWNER:
MARYFIELD, LTD.
1616 VOSS, SUITE 618
Houston, TX 77057
(713) 978-5900

ENGINEER
r.g.miller
engineers

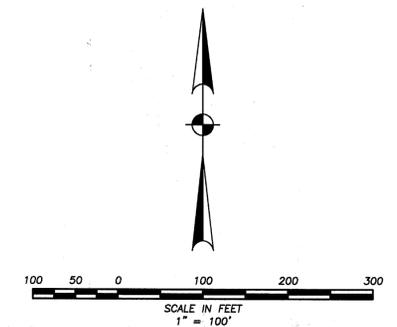
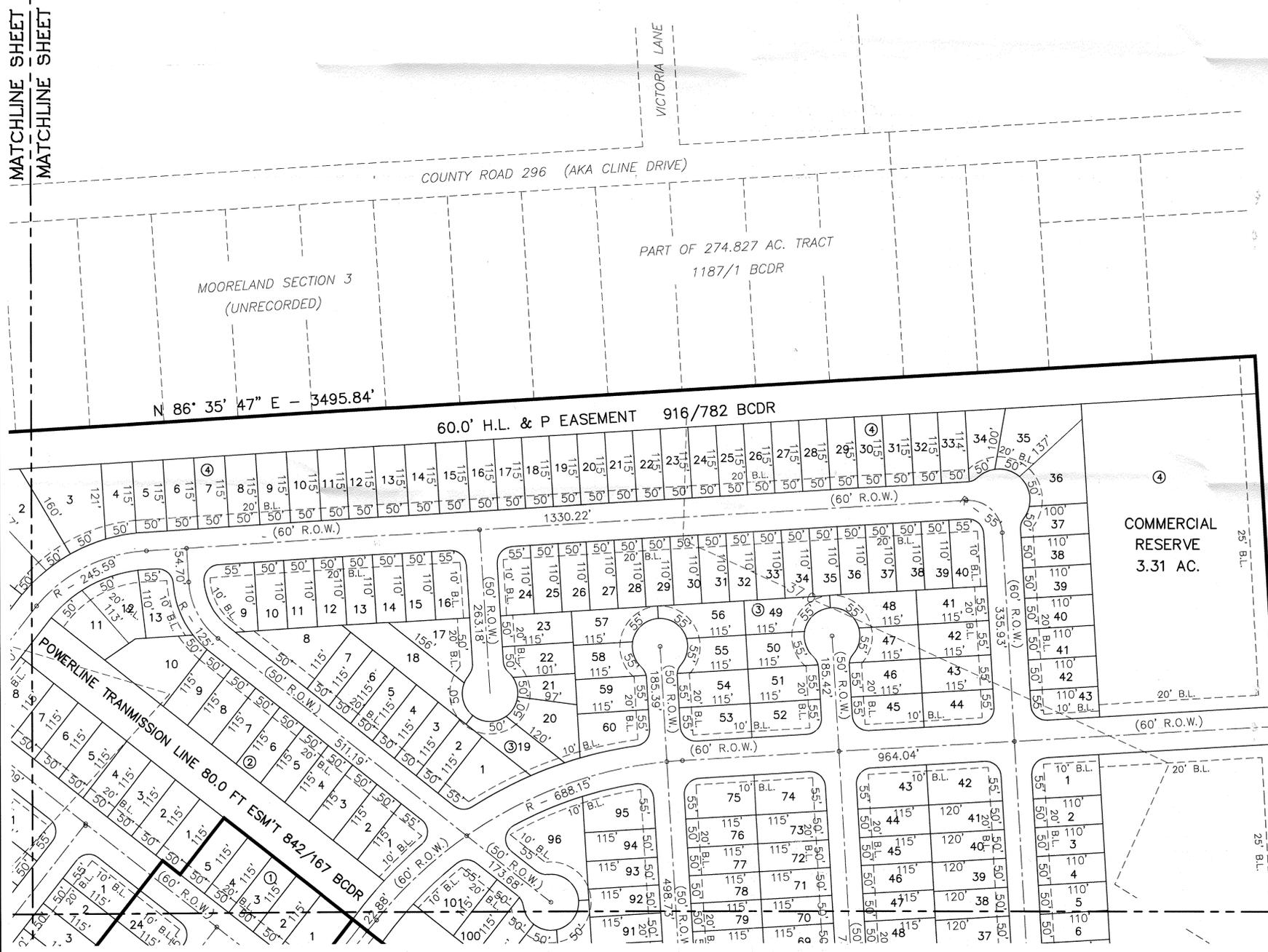
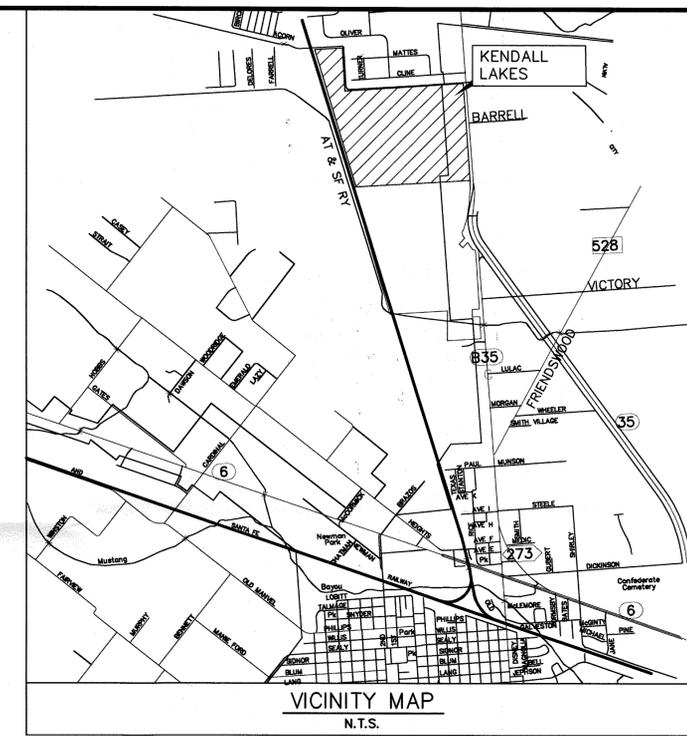
16340 Park Ten Place - Suite 250
Houston, Texas 77084
(713) 461-9600
TEXAS FIRM REGISTRATION NO. F-487
JACK P. MILLER, P.E.

SURVEYOR
MILLER
SURVEY GROUP

1760 WEST SAM HOUSTON PARKWAY NORTH,
HOUSTON TEXAS 77043
PHONE 713-413-1900 FAX 713-413-1944
BRIAN E. WILSON, R.P.L.S.

L:\3824 - BRAZORIA_MUD_36\KENDALL_LAKES\3517-06_SEC_6\CAD\PLAT\140611_KENDALL LAKES MASTER PLAN 4.DWG Jul. 22, 2014-2:05 PM RICK BATES

MATCHLINE SHEET 1 OF 4
 MATCHLINE SHEET 2 OF 4



NORTH POINTE TRAILS
 SECTION ONE
 B.C.C.F. No. 2005066453

MASTER PRELIMINARY PLAT OF
KENDALL LAKES
 A PLANNED UNIT DEVELOPMENT
 274.23 ACRES LOCATED IN
 CITY OF ALVIN, BRAZORIA COUNTY, TEXAS.
 697 LOTS 27 BLOCKS 21 RESERVES
 DATE: JULY 23, 2014 SCALE: 1" = 100'

DEVELOPER
SKYMARK
 DEVELOPMENT COMPANY, INC
 1616 VOSS, SUITE 618
 Houston, TX 77057
 (713) 978-5900

LAND OWNER:
 MARYFIELD, LTD.
 1616 VOSS, SUITE 618
 Houston, TX 77057
 (713) 978-5900

MATCHLINE SHEET 2 OF 4
 MATCHLINE SHEET 3 OF 4

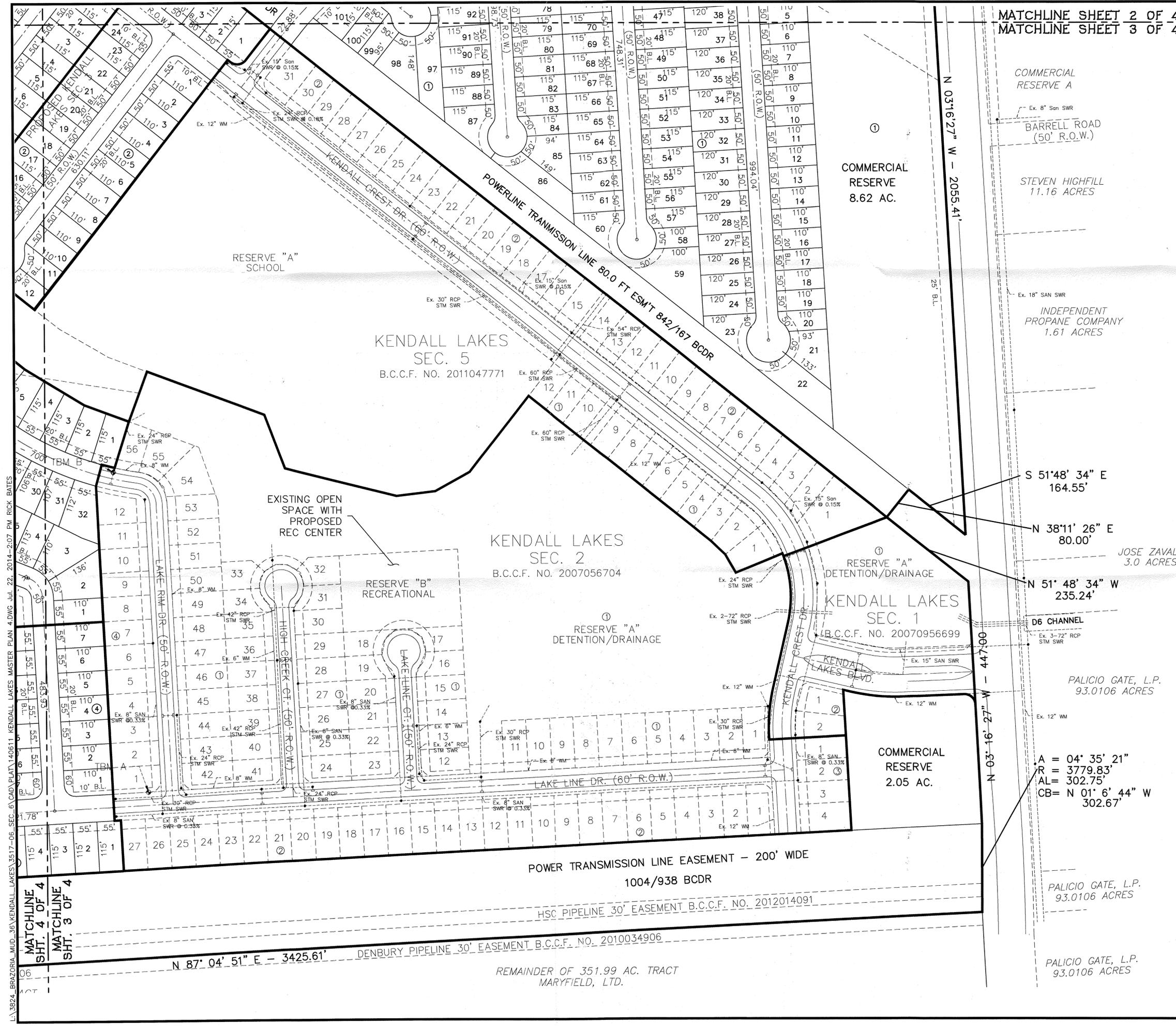
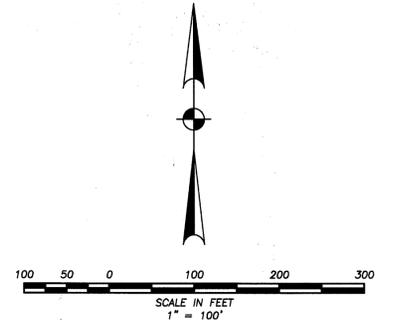
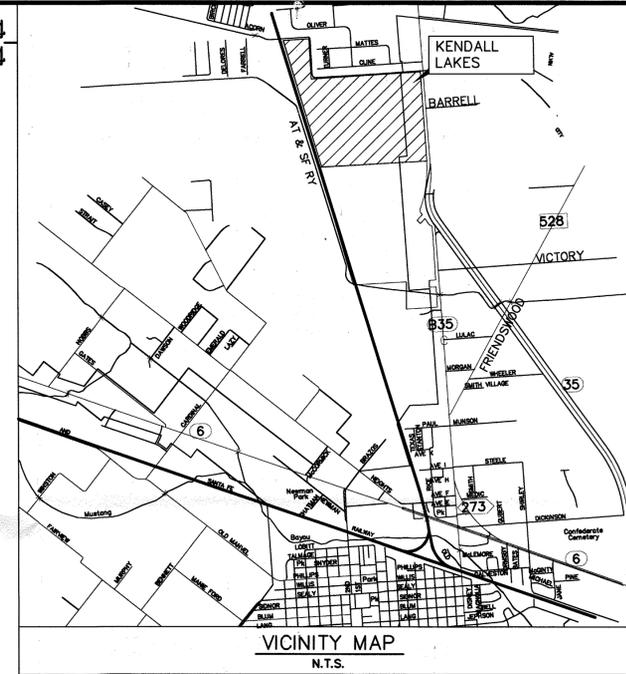
ENGINEER
r.g.miller
 engineers

SURVEYOR
MILLER
 SURVEY GROUP

16340 Park Ten Place - Suite 350
 Houston, Texas 77043
 (713) 461-9600
 TEXAS FIRM REGISTRATION NO. F-487
 JACK P. MILLER, P.E.

1760 WEST SAM HOUSTON PARKWAY NORTH,
 HOUSTON TEXAS 77043
 PHONE 713-413-1900 FAX 713-413-1944
 BRIAN E. WILSON, R.P.L.S.

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S 51°48' 34" E
164.55'

N 38°11' 26" E
80.00'

N 51° 48' 34" W
235.24'

D6 CHANNEL

PALICIO GATE, L.P.
93.0106 ACRES

COMMERCIAL RESERVE
2.05 AC.

A = 04° 35' 21"
R = 3779.83'
AL = 302.75'
CB = N 01° 6' 44" W
302.67'

MASTER PRELIMINARY PLAT OF
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697 LOTS 27 BLOCKS 21 RESERVES
DATE: JULY 23, 2014 SCALE: 1" = 100'

DEVELOPER: **SKYMARK DEVELOPMENT COMPANY, INC**
1616 VOSS, SUITE 618
Houston, TX 77057
(713) 978-5900

LAND OWNER: **MARYFIELD, LTD.**
1616 VOSS, SUITE 618
Houston, TX 77057
(713) 978-5900

ENGINEER: **r.g.miller engineers**
16340 Park Ten Place - Suite 350
Houston, Texas 77043
(713) 461-9600
TEXAS FIRM REGISTRATION NO. F-487
JACK P. MILLER, P.E.

SURVEYOR: **MILLER SURVEY GROUP**
1760 WEST SAM HOUSTON PARKWAY NORTH,
HOUSTON TEXAS 77043
PHONE 713-413-1900 FAX 713-413-1944
BRIAN E. WILSON, R.P.L.S.

L.A. 3824 - BRAZORIA - MUD - 361 - KENDALL LAKES - 3517-06 - SEC. 5 - CAD/PLAT/140611 - KENDALL LAKES MASTER PLAN 4.DWG - JULI 22, 2014 - 2:07 PM - RICK BATES

MATCHLINE
SHT. 4 OF 4

MATCHLINE
SHT. 3 OF 4

RAMON PINEDA
37.280 ACRES

MATCHLINE SHEET 1 OF 4
MATCHLINE SHEET 4 OF 4

S 16° 30' 14" E - 4314.87'

GREENBELT / OPEN SPACE
25.20 ACRES

HARDIE BARR
80.2125 ACRES

G. C. & S. F. RAILROAD

POWERLINE EASEMENT (WIDTH VARIES) 916/782 BCDR

100.0' R-O-W

DENBURY

HARDIE BARR
80.2125 ACRES

PROPOSED OPEN SPACE WITH
WALKING TRAILS AND BENCHES

DETENTION
RESERVE
23.90 AC.

LAKE/DETENTION
RESERVE
3.04 AC.

PROPOSED KENDALL
LAKES SEC. 4

PROPOSED KENDALL
LAKES SEC. 6

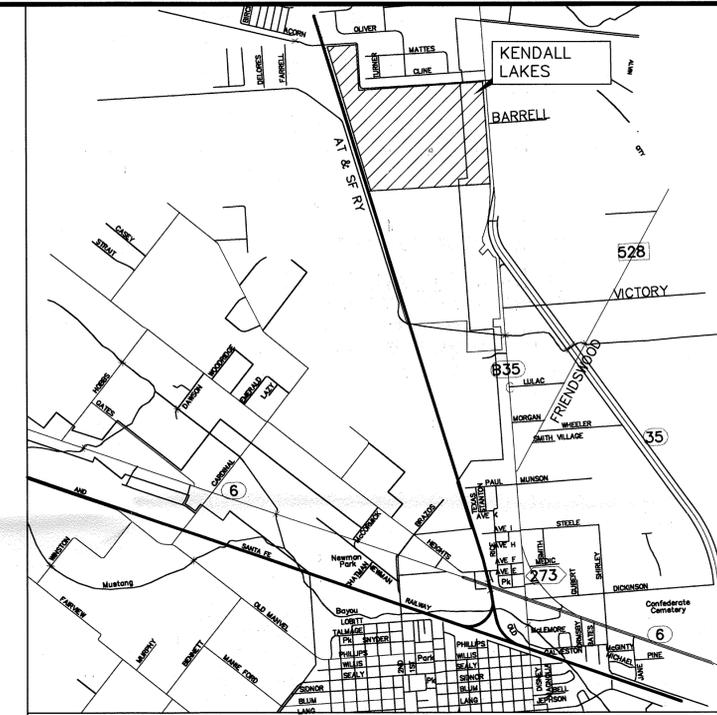
POWER TRANSMISSION LINE EASEMENT - 200' WIDE
1004/938 BCDR

HSC PIPELINE 30' EASEMENT B.C.C.F. NO. 2012014091

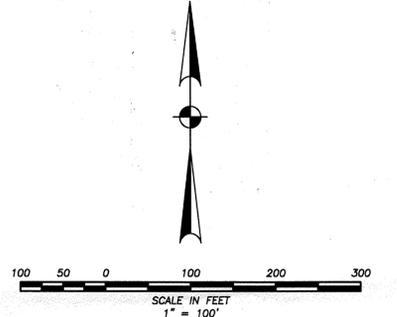
DENBURY PIPELINE 30' EASEMENT B.C.C.F. NO. 2010034906

REMAINDER OF 351.99 AC. TRACT
MARYFIELD, LTD.
B.C.C.F. NO. 04-000364

MATCHLINE
SHT. 4 OF 4
MATCHLINE
SHT. 3 OF 4



VICINITY MAP
N.T.S.



MASTER PRELIMINARY PLAT OF
KENDALL LAKES
A PLANNED UNIT DEVELOPMENT
274.23 ACRES LOCATED IN
CITY OF ALVIN, BRAZORIA COUNTY, TEXAS.
697 LOTS 27 BLOCKS 21 RESERVES
DATE: JULY 23, 2014 SCALE: 1" = 100'

DEVELOPER
SKYMARK
DEVELOPMENT COMPANY, INC
1616 VOSS, SUITE 618
Houston, TX 77057
(713) 978-5900

LAND OWNER:
MARYFIELD, LTD.
1616 VOSS, SUITE 618
Houston, TX 77057
(713) 978-5900

ENGINEER
r.g.miller
engineers

16340 Park Ten Place - Suite 350
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(713) 461-9600

TEXAS FIRM REGISTRATION NO. F-487
JACK P. MILLER, P.E.

SURVEYOR
MILLER
SURVEY GROUP

1760 WEST SAM HOUSTON PARKWAY NORTH,
HOUSTON TEXAS 77084
PHONE 713-413-1900 FAX 713-413-1944
BRIAN E. WILSON, R.P.L.S.

L:\3824-BRAZORIA_MUD_36\KENDALL_LAKES\3517-06_SEC_6\CAD\PLAT\140611_KENDALL_LAKES_MASTER_PLAN_4.DWG Jul. 22, 2014-2:08 PM RICK BATES



AGENDA COMMENTARY

Discussion Date: 08/21/2014

Approval Date: 08/21/2014

Submitted By: SUSSIE SUTTON

SUBJECT:

CONSIDER A PLAT REQUESTED UNDER THE FINAL PLAT PROCEDURE FOR KENDALL LAKES SECTION 3, A PLANNED UNIT DEVELOPMENT BEING A SUBDIVISION OF 5.077 ACRES OF LAND LOCATED IN H.T.& B.R.R. COMPANY SURVEY, SECTION 40, A-482 BRAZORIA COUNTY, TEXAS.

DISCUSSION:

On July 1, 2014, staff received the final plat for Kendall Lakes Section 3, a Master Planned Unit Development. This section will consist of 29 lots, 2 Blocks and zero reserves. This property is located on North Business 35.

The Planning Commission considered and approved the final plat for Kendall Lakes Section 3 at the July 29, 2014, meeting.

RECOMMENDATION:

Move to approve/deny the Final Plat requested under the Final Plat Procedure for Kendall Lakes Section 3.

ATTACHMENTS:

- | | |
|-------------------|----|
| 1. Plat Hard Copy | 4. |
| 2. | 5. |
| 3. | 6. |

Submitted by:
Michelle Segovia
Digitally signed by Michelle Segovia
DN: cn=Michelle Segovia, o=City of Alvin,
ou=Engineering,
email=mssegovia@cityofalvin.com, c=US
Date: 2014.08.04 09:30:06 -0500
Department Head

Funds Available:

Finance Director

Approved as to Form:
Bobbi J Kacz
Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com, c=US
Date: 2014.08.19 16:36:10 -0500
City Attorney

Approved By:
Junru Roland
Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2014.08.14 07:40:01 -0500
City Manager

STATE OF TEXAS
 COUNTY OF BRAZORIA
 WE, SKYMARK DEVELOPMENT COMPANY, INC., A TEXAS CORPORATION ACTING BY AND THROUGH PRESIDENT AND SECRETARY, OWNERS OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS DESCRIBED THERETO AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATED TO THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSES. THE OWNERS DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS, TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS ONLY AS SHOWN HEREON. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11'6") FOR TEN FEET (10'0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7'6") FOR FOURTEEN FEET (14'0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5'6") FOR SIXTEEN FEET (16'0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16'0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21'6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS ONLY AS SHOWN HEREON. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10'0") FOR TEN FEET (10'0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8'0") FOR FOURTEEN FEET (14'0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7'0") FOR SIXTEEN FEET (16'0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16'0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30'0") IN WIDTH.

IN TESTIMONY WHEREOF, SKYMARK DEVELOPMENT COMPANY, INC., A TEXAS CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____ AND THEREUNTO AUTHORIZED, THIS _____ DAY OF _____, 2014.

BY: _____ ATTEST: _____
 NAME NAME

STATE OF TEXAS
 COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ AND _____ OF SKYMARK DEVELOPMENT COMPANY, INC., A TEXAS CORPORATION, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2014.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
 PRINT NAME _____

MY COMMISSION EXPIRES: _____

I, CAROLYN J. QUINN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON RODS, SAID RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST SURVEY CORNER AND TO THE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE COORDINATES (NAD83).

Carolyn J. Quinn
 CAROLYN J. QUINN
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6033



CITY OF ALVIN SUBDIVISION APPROVED

MAYOR PAUL HORN COUNCILMEMBER ADAM ARENDELL

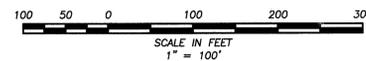
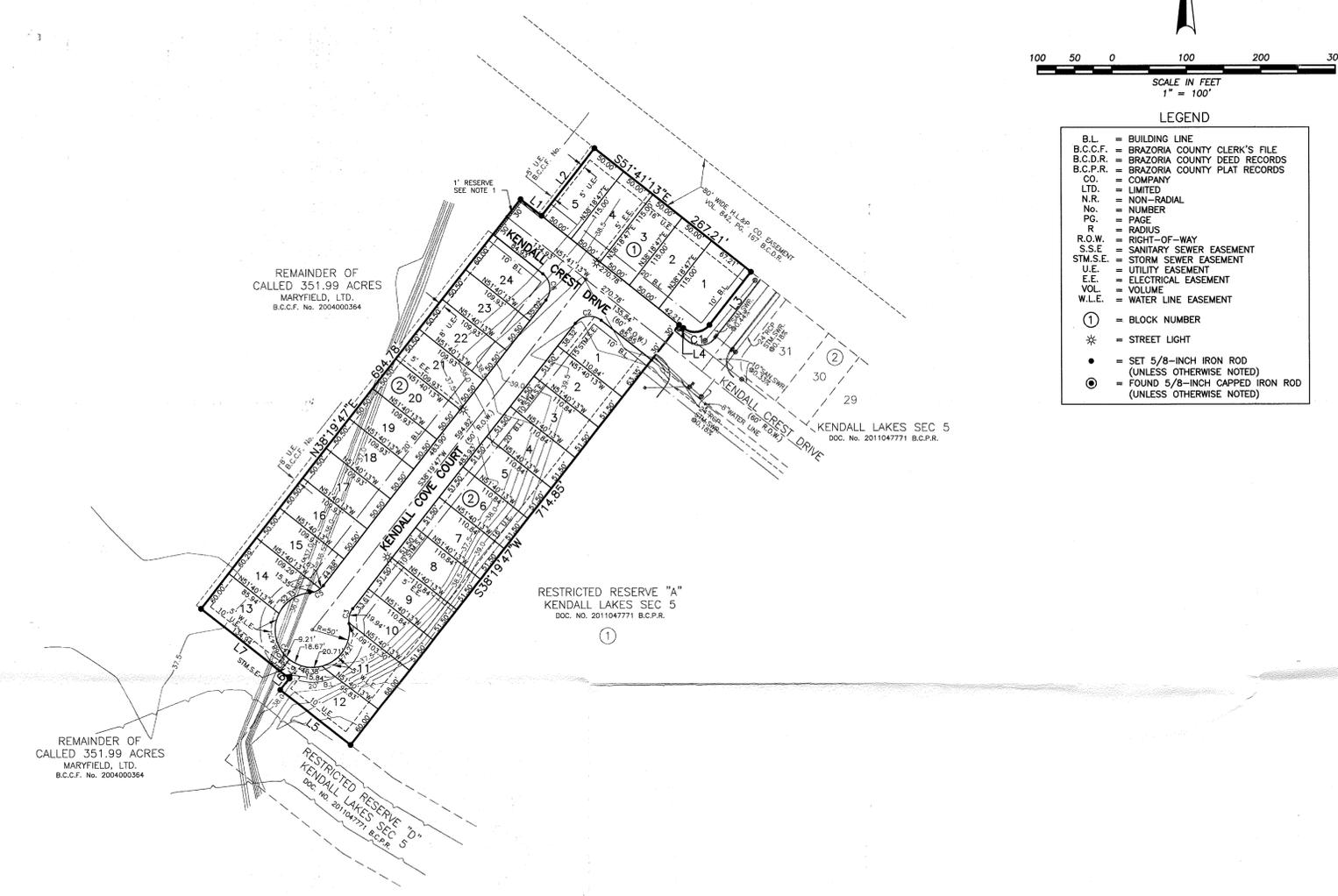
COUNCILMEMBER BRAD RICHARDS COUNCILMEMBER KEITH THOMPSON

COUNCILMEMBER TERRY DROEGE COUNCILMEMBER ROGER STUKSA

COUNCILMEMBER SCOTT REED COUNCILMEMBER GABE ADAME

APPROVED FOR THE CITY OF ALVIN, TEXAS THIS _____ DAY OF _____, 2014.

DIXIE ROBERTS MICHELLE SEGOVA
 CITY CLERK CITY ENGINEER



LEGEND

- B.L. = BUILDING LINE
- B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
- B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
- B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
- CO. = COMPANY
- LTD. = LIMITED
- N.R. = NON-RADIAL
- No. = NUMBER
- PG. = PAGE
- R = RADIUS
- R.O.W. = RIGHT-OF-WAY
- S.S.E. = SANITARY SEWER EASEMENT
- STM.S.E. = STORM SEWER EASEMENT
- U.E. = UTILITY EASEMENT
- E.E. = ELECTRICAL EASEMENT
- VOL. = VOLUME
- W.L.E. = WATER LINE EASEMENT
- ① = BLOCK NUMBER
- * = STREET LIGHT
- = SET 5/8-INCH IRON ROD (UNLESS OTHERWISE NOTED)
- ⊙ = FOUND 5/8-INCH CAPPED IRON ROD (UNLESS OTHERWISE NOTED)

- NOTES:
- ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED SUBDIVISION PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.
 - ALL EASEMENTS SHOWN ON LOT LINES ARE CENTERED UNLESS OTHERWISE NOTED.
 - ANY DISTANCE SHOWN ALONG A CURVE OR RADIUS IS THE ARC LENGTH UNLESS OTHERWISE NOTED.
 - ALL SIDE LOT LINES ARE EITHER PERPENDICULAR OR RADIAL TO STREET FRONTAGE UNLESS OTHERWISE NOTED.
 - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBERS 48039C0135 I AND 48039C0175 I, REVISED DATE: SEPTEMBER 22, 1999, THE SURVEYED PROPERTY LIES WITHIN ZONE "AO", FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY SHEET FLOW ON SLOPING TERRAIN); AVERAGE DEPTHS DETERMINED. FOR AREAS OF ALLUVIAL FAN FLOODING; VELOCITIES ALSO DETERMINED.
 - THE COORDINATES AND BEARINGS SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE FACTOR 0.99898653191.
 - SIDEWALKS MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF BUILDING PERMIT FOR EACH TRACT.
 - NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL THE STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
 - ADA HANDICAP RAMPS SHALL BE INCLUDED IN THE PAVING CONTRACT AND ARE THE RESPONSIBILITY OF THE DEVELOPERS.

FIELD NOTES DESCRIPTION:
 BEING A TRACT OF LAND CONTAINING 5.077 ACRES (221,135 SQUARE FEET) OF LAND, LOCATED IN THE H. T. & B.R.R. CO. SURVEY, SECTION 40, ABSTRACT-482, IN BRAZORIA COUNTY, TEXAS; SAID 5.077 ACRE TRACT BEING A PORTION OF A CALLED 351.99 ACRE TRACT OF LAND RECORDED IN THE NAME OF MARYFIELD, LTD. IN BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2004000364; SAID 5.077 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE BASED ON KENDALL LAKES, SEC. 5, A SUBDIVISION OF RECORD IN DOCUMENT (DOC.) NO. 2007056699 OF THE BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.)):

BEGINNING AT A 5/8-INCH IRON ROD FOUND ON THE SOUTH LINE OF AN 80 FOOT WIDE HOUSTON LIGHTING AND POWER COMPANY (H.L.&P.) EASEMENT RECORDED IN VOLUME (VOL.) 842, PAGE (PG.) 167 OF THE BRAZORIA COUNTY DEED RECORDS (B.C.D.R.) FOR THE MOST NORTHERLY CORNER OF KENDALL LAKES, SEC. 5, A SUBDIVISION OF RECORD IN DOC. NO. 2011047771 B.C.P.R., FOR THE NORTHWEST END OF THE TERMINATION LINE OF CORAL TRAILS DRIVE (60 FEET WIDE PER DOC. NO. 2011047771 B.C.P.R.);

THENCE, WITH THE NORTHWESTERLY RIGHT-OF-WAY (R.O.W.) LINE OF SAID CORAL TRAILS DRIVE, SOUTH 38 DEGREES 18 MINUTES 47 SECONDS WEST, A DISTANCE OF 90.00 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE BEGINNING OF A FILLET CURVE TO THE RIGHT FROM THE NORTHWESTERLY R.O.W. LINE OF SAID CORAL TRAIL DRIVE TO THE NORTHEASTERLY R.O.W. LINE OF KENDALL CREST DRIVE (60 FEET WIDE PER DOC. NO. 2011047771 B.C.P.R.);

THENCE, WITH THE NORTHEASTERLY R.O.W. LINE OF SAID KENDALL CREST DRIVE THE FOLLOWING TWO (2) COURSES:

1. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 83 DEGREES 18 MINUTES 47 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD FOUND FOR A POINT OF TANGENCY;

2. NORTH 51 DEGREES 41 MINUTES 13 SECONDS WEST, A DISTANCE OF 7.28 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE NORTHEASTERLY END OF THE TERMINUS LINE OF SAID KENDALL CREST DRIVE;

THENCE, WITH THE NORTHWESTERLY LINE OF SAID KENDALL LAKES SEC. 5, SOUTH 38 DEGREES 19 MINUTES 47 SECONDS WEST, A DISTANCE OF 714.85 FEET TO A 5/8-INCH IRON ROD WITH MILLER SURVEY GROUP (M.S.G.) CAP SET ON A NORTHERLY LINE OF RESTRICTED RESERVE "D" FOR THE WESTERLY CORNER OF RESTRICTED RESERVE "A" OF SAID KENDALL LAKES SEC. 5, FOR THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH A NORTHERLY LINE OF SAID RESTRICTED RESERVE "D", NORTH 51 DEGREES 40 MINUTES 22 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE MOST WESTERLY NORTHWEST CORNER OF SAID RESTRICTED RESERVE "D";

THENCE, THROUGH AND ACROSS SAID 351.99 ACRE TRACT THE FOLLOWING FIVE (5) COURSES:

- NORTH 38 DEGREES 19 MINUTES 38 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
- NORTH 51 DEGREES 40 MINUTES 22 SECONDS WEST, A DISTANCE OF 150.77 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;
- NORTH 38 DEGREES 19 MINUTES 47 SECONDS EAST, A DISTANCE OF 694.78 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
- SOUTH 51 DEGREES 41 MINUTES 13 SECONDS EAST, A DISTANCE OF 35.85 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
- NORTH 38 DEGREES 18 MINUTES 47 SECONDS EAST, A DISTANCE OF 115.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET ON THE SOUTH LINE OF SAID 80 FOOT H.L.&P. EASEMENT FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTH LINE OF SAID 80 FOOT H.L.&P. EASEMENT, SOUTH 51 DEGREES 41 MINUTES 13 SECONDS EAST, A DISTANCE OF 267.21 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.077 ACRES OF LAND.

LINE TABLE

LINE	BEARING	LENGTH
L1	S51°41'13"E	35.85
L2	N38°18'47"E	115.00
L3	S38°18'47"W	90.00
L4	N51°41'13"W	7.28
L5	N51°40'22"W	120.00
L6	N38°19'38"E	20.00
L7	N51°40'22"W	150.77
L8	S38°19'38"W	20.00
L9	N44°07'40"E	23.93
L10	N38°19'38"E	20.85

LOT AREA TABLE

LOT	BLOCK	SQ. FT.	ACRE
1	1	7,596	0.174
2-5	1	5,750	0.132
1	2	6,885	0.158
2-9	2	5,708	0.131
10	2	5,667	0.130
11	2	6,136	0.141
12	2	7,275	0.167
13	2	6,629	0.152
14	2	5,593	0.128
15	2	5,550	0.127
16-23	2	5,552	0.128
24	2	6,464	0.148

CURVE TABLE

CURVE	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00	90°00'00"	39.27	S83°18'47"W	35.36
C2	25.00	89°59'00"	39.26	S83°19'17"W	35.35
C3	25.00	48°11'23"	21.03	S14°14'06"W	20.41
C4	50.00	27°22'46"	241.19	S51°40'13"E	66.67
C5	25.00	48°11'23"	21.03	N62°25'28"E	20.41
C6	25.00	90°01'00"	39.28	N6°40'43"W	35.36

FINAL PLAT KENDALL LAKES SEC 3 A PLANNED UNIT DEVELOPMENT

A SUBDIVISION OF 5.077 ACRES OF LAND
 LOCATED IN H.T.&B.R.R. COMPANY SURVEY,
 SECTION 40, A-482
 BRAZORIA COUNTY, TEXAS

29 LOTS 2 BLOCKS 0 RESERVES

DATE: JULY 23, 2014 SCALE: 1" = 100'

OWNER:
 SKYMARK DEVELOPMENT COMPANY, INC.,
 A TEXAS CORPORATION
 1616 S. VOSS ROAD, SUITE 618
 HOUSTON, TEXAS 77057
 (713) 978-5900

ENGINEER

 since 1966
 16340 Park Ten Place - Suite 350
 Houston, Texas 77084
 (713) 461-9600
 TEXAS FIRM REGISTRATION NO. F-487
 JACK P. MILLER, P.E.

SURVEYOR

 1760 WEST SAM HOUSTON PARKWAY NORTH, HOUSTON TEXAS 77043
 PHONE 713-413-1900 FAX 713-413-1944
 BRIAN E. WILSON, R.P.L.S.



AGENDA COMMENTARY

Discussion Date: 08/21/2014

Approval Date: 08/21/2014

Submitted By: SUSSIE SUTTON

SUBJECT:

Consider a plat requested under the final plat procedure for Kendall Lakes Section 6, a Planned Unit Development being a subdivision of 12.856 acres of land located in H.T. & B.R.R. Company Survey, Section 40, A-482 Brazoria County, Texas.

DISCUSSION:

On July 1, 2014, staff received the final plat for Kendall Lakes Section 6, A Planned Unit Development. This section will consist of 58 lots, 4 Blocks and 1 reserve. This property is located on North Business 35.

On July 29, 2014, Planning Commission considered and recommended approval to City Council for Kendall Lakes Section 6 Final Plat.

RECOMMENDATION:

Move to approve/deny the Final Plat of Kendall Lakes Section 6.

ATTACHMENTS:

- | | |
|-------------------|----|
| 1. Plat Hard Copy | 4. |
| 2. | 5. |
| 3. | 6. |

Submitted by:
Michelle Segovia
Digitally signed by Michelle Segovia
DN: cn=Michelle Segovia, o=City of Alvin,
ou=Engineering,
email=mssegovia@cityofalvin.com, c=US
Date: 2014.08.04 09:34:20 -0500
Department Head

Funds Available:
Bobbi J Kacz
Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=jkacz@cityofalvin.com, c=US
Date: 2014.08.14 11:05:51 -0500
Finance Director

Approved as to Form:
Junru Roland
Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2014.08.14 11:20:50 -0500
City Attorney

Approved By:
Junru Roland
Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2014.08.14 11:20:50 -0500
City Manager

STATE OF TEXAS
 COUNTY OF BRAZORIA:

WE, JNC DEVELOPMENT INC., A TEXAS CORPORATION ACTING BY AND THROUGH PRESIDENT AND SECRETARY, OWNERS OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS DESCRIBED HERETO AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATED TO THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINAGE, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSED. THE OWNERS DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS, TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS ONLY AS SHOWN HEREON. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11'6") FOR TEN FEET (10'0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7'6") FOR FOURTEEN FEET (14'0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5'6") FOR SIXTEEN FEET (16'0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16'0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21'6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS ONLY AS SHOWN HEREON. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10'0") FOR TEN FEET (10'0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8'0") FOR FOURTEEN FEET (14'0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7'0") FOR SIXTEEN FEET (16'0") BACK TO BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16'0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30'0") IN WIDTH.

IN TESTIMONY WHEREOF, _____ HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____ AND _____ THEREUNTO AUTHORIZED, THIS _____ DAY OF _____, 2014.

BY: _____ ATTEST: _____
 NAME NAME

STATE OF TEXAS
 COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ AND _____ OF _____ KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2014.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
 PRINT NAME

MY COMMISSION EXPIRES: _____

I, _____ PRESIDENT OF TRUSTMARK NATIONAL BANK, OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS FINAL PLAT KENDALL LAKES SEC 6, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN THE CLERK'S FILE NO. 2013057195, 2013057196, 2013057197, 2013057198, 2013057199, 2013057200, 2013057201, 2013057202, 2013057203, 2013057204, 2013057205, 2013057206, 2013057207, 2013057208, 2013057209, 2013057210, 2013057211, 2013057212, 2013057213, 2013057214, 2013057215, 2013057216, 2013057217, 2013057218, 2013057219, 2013057220, 2013057221, 2013057222, 2013057223, 2013057224, 2013057225, 2013057226, 2013057227, 2013057228, 2013057229, 2013057230, 2013057231, 2013057232, 2013057233, 2013057234, 2013057235, 2013057236, 2013057237, 2013057238, 2013057239, 2013057240, 2013057241, 2013057242, 2013057243, 2013057244, 2013057245, 2013057246, 2013057247, 2013057248, 2013057249, 2013057250, 2013057251, 2013057252, 2013057253, 2013057254, 2013057255, 2013057256, 2013057257, 2013057258, 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AGENDA COMMENTARY

Discussion Date: 08/21/2014

Approval Date: 08/21/2014

Submitted By: Joyce Kubeczka

SUBJECT:

Consider Addendum No. 10 to the Contract for Refuse Collection and Disposal Services between the City of Alvin and Progressive Waste Solutions to adjust rates paid to Progressive Waste Solutions due to increases in the CPI-U (Revised Consumer Price Index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area) and fuel cost adjustments pursuant to the agreement and authorize the Mayor to sign.

DISCUSSION:

The City's contract (signed August 18, 2005) with Progressive Waste Solutions (formerly IESI) for refuse collection and disposal service contains a provision for an annual adjustment of compensation paid to the contractor based on a 2.8% CPI-U, plus a .714% fuel cost increase. This allows for a total percentage increase of 3.514%. This translates to a residential increase from \$12.10 to \$12.44 per month. In addition, the 3.514% increase applies to commercial & roll off customers. The fuel increase and CPI-U increase would be effective starting October 1, 2014 for payment to Progressive Waste Solutions.

RECOMMENDATION:

Move to approve Addendum No. 10 to the Contract between the City of Alvin and Progressive Waste Solutions and authorize the Mayor to execute Addendum No. 10.

ATTACHMENTS:

- | | |
|-------------------------------------|----|
| 1. Addendum No. 10 w Exhibits A & B | 4. |
| 2. Original contract with IESI | 5. |
| 3. Addendum Nos. 1,2,3,4,5,6,7,8,9 | 6. |

Submitted by:

**Junru
Roland**

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2014.07.23 16:46:23
-05'00'

Department Head

Funds Available:

**Junru
Roland**

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com, o=City
of Alvin, ou=Finance Department,
c=US
Date: 2014.08.14 09:19:33 -05'00'

Finance Director

Approved as to Form:

**Bobbi J
Kacz**

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com, c=US
Date: 2014.07.24 16:43:21 -05'00'

City Attorney

Approved By:

**Junru
Roland**

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2014.08.14 12:18:07 -05'00'

City Manager

**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 shape.

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

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 18th 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:

W I T N E S S E T H:

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 10th 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.

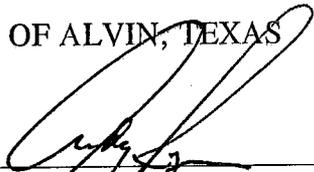
15.

Contractor's Obligations to the City

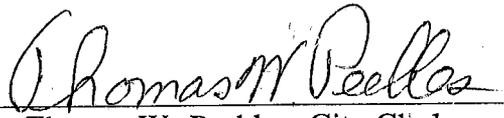
- (a) **New Facility.** The Contractor agrees to construct a new facility as submitted in the Proposal, attached hereto as Exhibit "C".
- (b) **Annual Investments.** The Contractor agrees to make annual investments to the City as submitted in the Proposal, attached hereto as Exhibit "D".

EXECUTED in multiple originals as of the 18th 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 totters 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 used 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 1 T 28 1 1/2 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

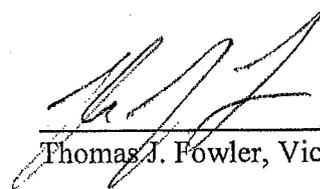
OFFICER'S INCUMBENCY CERTIFICATE

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 17th 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

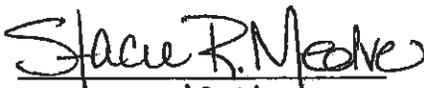
By:


Gary Appelt
Mayor

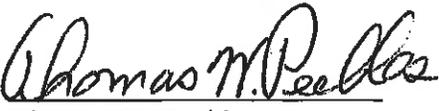
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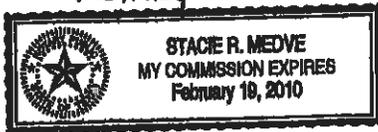
ATTEST/SEAL

By:


Name: STACIE R. MEDVE
Title: Notary

By:


Thomas W. Peebles
City Clerk



APPROVED AS TO FORM:

By:

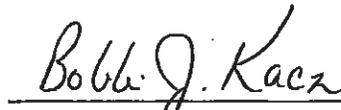

Bobbi J. Kacz
City Attorney

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 15th 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.

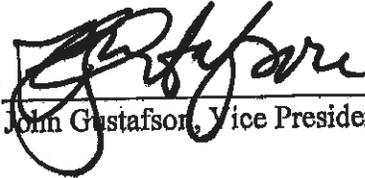
CONTRACTOR:

CITY:

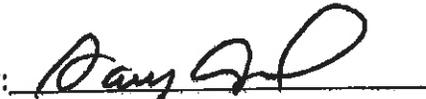
IESI TX CORPORATION

CITY OF ALVIN, TEXAS

By:


John Gustafson, Vice President

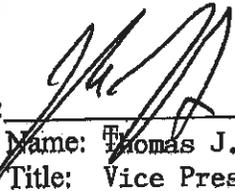
By:


Gary Appel, Mayor

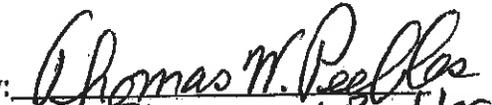
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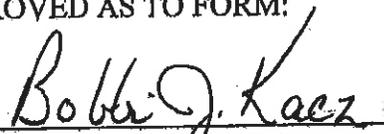

Name: Thomas J. Fowler
Title: Vice President

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*)

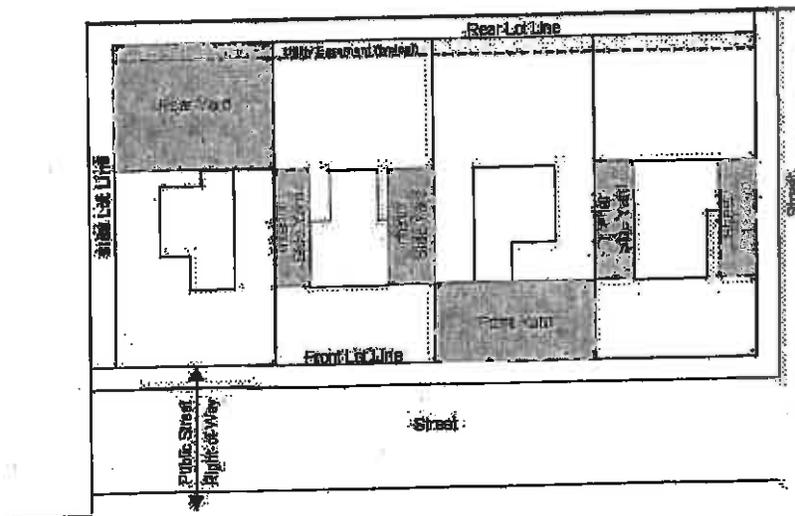


Figure 1
Definition of Yards

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.

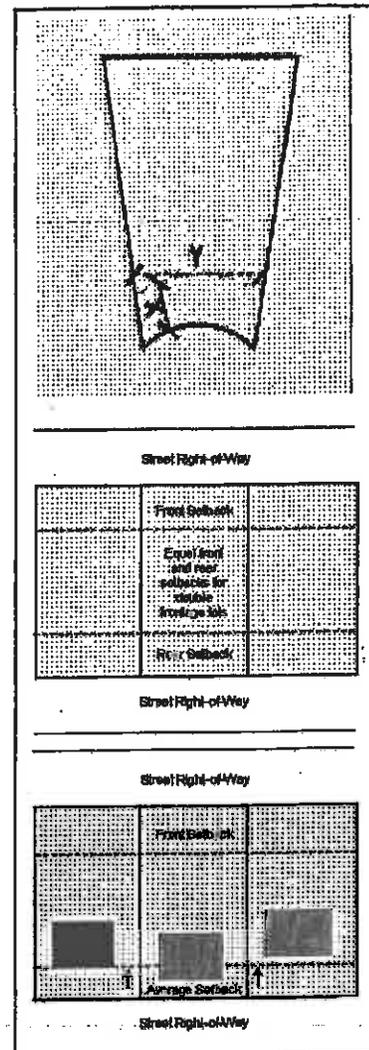


Figure 2
Measurement of Yards

(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.

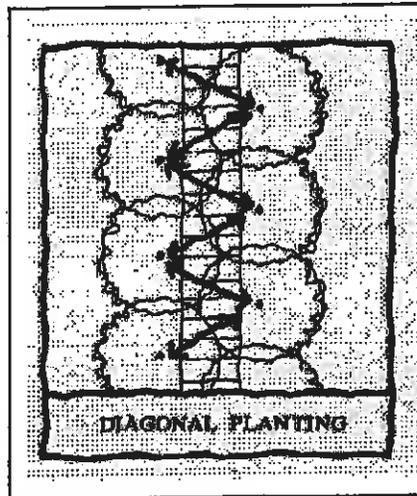
(d) Ground Cover - All portions of the ground located in a streetscape buffer that are not covered by driveways, parking lots, sidewalks, and similar permanent improvements, must be covered with live plants, grass or ground cover.

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)

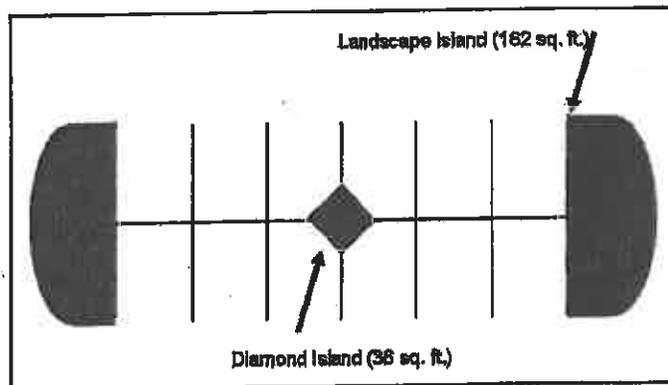


Figure 4
Islands & Diamonds

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*):

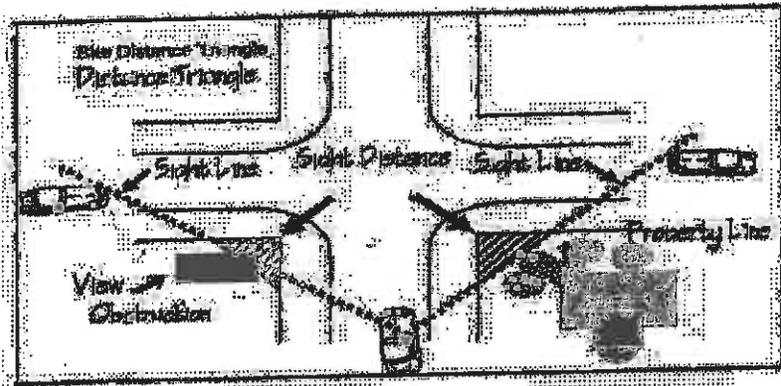


Figure 5
Site Distance Triangle

(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.¹
- 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.

¹ 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	0.6/0.1	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	97.3	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 or 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

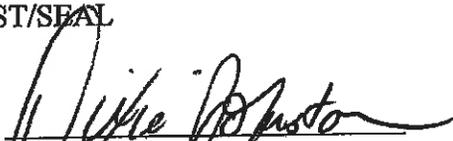
By:


Name: Gary Appelt
Title: Mayor

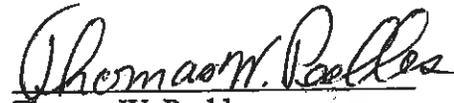
ATTEST/SEAL

ATTEST/SEAL

By:

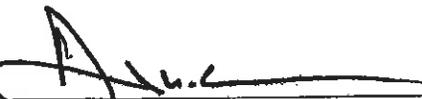

Name: Mike Johnston
Title: _____

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
45 yd	\$ 81.98	\$ 135.21	\$ 172.02	\$ 229.42	\$ 286.73	\$ 344.10	\$ 63.09
50 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 21st 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: President

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
	\$ 46.22	\$ 68.16	\$ 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	\$ 69.86
	\$ 97.08	\$ 167.67	\$ 231.72	\$ 308.92	\$ 386.14	\$ 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 20th 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.

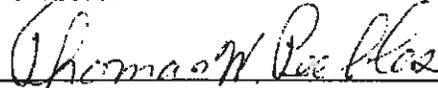
CONTRACTOR:
IESI TX CORPORATION

CITY:
CITY OF ALVIN, TEXAS

By: 
Name: JOHN GUSTAFSON
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
TTL Resi Rate	\$ 10.57

(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.

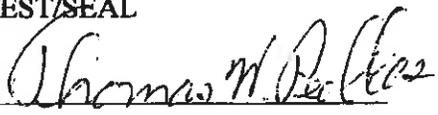
CONTRACTOR:
IESI TX CORPORATION

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**

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

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
20 yard	\$ 252.14	\$ 85.36	\$ 3.23	\$ 107.79
30 yard	\$ 309.59	\$ 85.36	\$ 3.23	\$ 107.79
40 yard	\$ 368.05	\$ 85.36	\$ 3.23	\$ 107.79
28 yrd Compactors	\$ 324.26	\$ 85.36	\$ 10.78	\$ 107.79
30 yrd Compactors	\$ 338.32	\$ 85.36	\$ 10.78	\$ 107.79
35 yrd Compactors	\$ 371.89	\$ 85.36	\$ 12.94	\$ 107.79
40 yrd Compactors	\$ 405.70	\$ 85.36	\$ 12.94	\$ 107.79
42 yrd Compactors	\$ 419.02	\$ 85.36	\$ 12.94	\$ 107.79

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

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

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

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

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 1st 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.

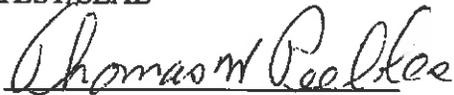
CONTRACTOR:
IESI TX CORPORATION

CITY:
CITY OF ALVIN, TEXAS

By: 
Name: John Gustafson
Title: Vice 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 1st 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

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.

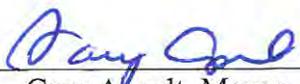
11. Entire Agreement. - The Agreement and the Eighth Addendum represent the entire agreement among the parties with respect to the matters that are the subject hereof.

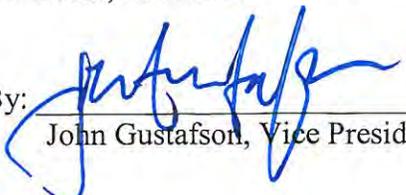
12. Counterparts: Facsimile Signatures. - The Eighth Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this Eighth Addendum between the parties hereto, and it shall not be necessary 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.

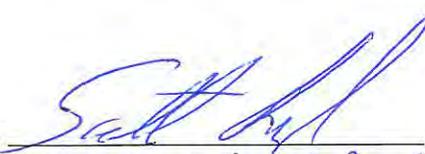
Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Contract and Addendum No. 9, the provisions of Addendum No. 9 shall control. Addendum No. 9 may only be amended,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

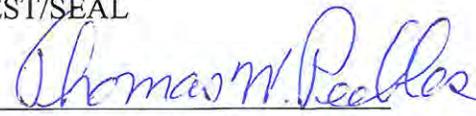
CONTRACTOR:
PROGRESSIVE WASTE SOLUTIONS
OF TX, Inc.

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

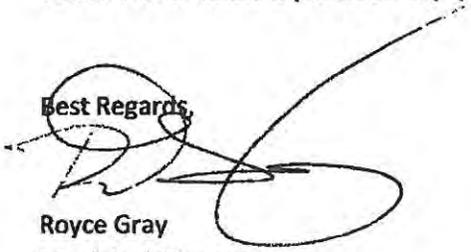
Dear Mr. Lucas,

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



AGENDA COMMENTARY

Discussion Date: 08/21/2014

Approval Date: 08/21/2014

Submitted By: Joyce Kubeczka

SUBJECT:

Consider Ordinance 14-U; amending Chapter 28 Comprehensive Fee Ordinance for the purpose of revising certain solid waste collection and disposal fees for residential, commercial and roll-off containers due to an annual CPI-U increase ("revised consumer price index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area"), resulting in a monthly increase of approximately \$0.40 to the residential customer; providing for a ten percent (10%) penalty for late payment; providing for the effective date of the October 2014 billing cycles; and setting forth other provisions related thereto. - 1st Reading.

DISCUSSION:

November 2005, council approved an annual CPI-U adjustment (revised consumer price index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area") to solid waste rates based on the annual CPI-U increases. Each year, the adjusted rate becomes effective beginning with the October billing cycles. This year's proposed CPI-U adjustment is 2.8%. This calculates to a \$0.40 monthly increase to the residential customer. The increases also apply to commercial customers and roll-off containers.

RECOMMENDATION:

Move to approve Ordinance 14-U revising solid waste fees due to the annual CPI-U adjustment.

ATTACHMENTS:

- | | |
|-----------------------------|----|
| 1. Ordinance 14-U (Redline) | 4. |
| 2. | 5. |
| 3. | 6. |

Submitted by:

**Junru
Roland**

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Funds Available:

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City Attorney

Approved By:

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City Manager

ORDINANCE NO. 14-U

AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS FOR THE PURPOSE OF REVISING CERTAIN SOLID WASTE COLLECTION AND DISPOSAL FEES FOR RESIDENTIAL, COMMERCIAL AND ROLL-OFF CONTAINERS DUE TO AN ANNUAL CPI-U INCREASE (“REVISED CONSUMER PRICE INDEX RATE FOR ALL URBAN CONSUMERS FOR THE HOUSTON-GALVESTON-BRAZORIA, TEXAS AREA”), RESULTING IN A MONTHLY INCREASE OF APPROXIMATELY \$0.40 TO THE RESIDENTIAL CUSTOMER; PROVIDING FOR A TEN PERCENT (10%) PENALTY FOR LATE PAYMENT; PROVIDING FOR AN EFFECTIVE DATE OF THE OCTOBER 2014 BILLING CYCLES; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That Section 28-2 of the Code of Ordinances, City of Alvin, Texas is hereby amended by revising the Solid Waste Collection and Disposal fees as follows:

Sec. 28-2. In General.

...

SOLID WASTE COLLECTION AND DISPOSAL

- (1) Residential rates. The monthly charge for the collection, removal and disposal of garbage and trash on a once per week basis, bulky trash and brush (cut, bundled and tied) on a once per week basis and curbside recycling services shall be as follows:

Each single dwelling unit	\$12.68 <u>13.04</u>
Two-family residences, each unit.....	\$12.68 <u>13.04</u>
Apartment house with more than two (2) apartments, each unit.....	\$12.68 <u>13.04</u>
Manufactured home park, each unit	\$12.68 <u>13.04</u>

The charge for monthly curbside residential collection, removal and disposal of bulky trash and brush in bundles four (4) feet in length and weighing no more than fifty (50) pounds shall be one dollar and sixty-~~four~~four cents (~~\$1.60~~1.64) per residence.

The charge for collection, removal and disposal of brush in piles (not cut, bundled or tied) from residential customers shall be the unit price of twelve dollars and ~~twenty-three~~

fifty cents (~~\$12.23~~12.50) per cubic yard. Collection services for such brush shall be provided only upon request.

- (2) Business or commercial rates. The monthly charge for the collection, removal and disposal of all garbage and trash from each business or commercial establishment located within the corporate limits of the city shall be based on the frequency of collection from commercial containers furnished by the city or its designated contractor, except in those instances where commercial establishments are allowed to use plastic carts.

In cases where the city has determined that the use of plastic carts by a business or commercial establishment shall be practicable, sanitary and not detrimental to the collection of garbage and trash, then the user of such plastic carts shall pay a monthly rate for once or twice per week curbside collection, limited to two (2) carts per collection day.

The following schedule of monthly charges for business or commercial establishments shall apply:

90--95 gallon cart minimum per cart:

One collection per week.....	\$ 30.90 <u>31.77</u>
Two collections per week	\$ 45.80 <u>47.08</u>

Two-cubic-yard containers per month:

One collection per week.....	\$ 66.98 <u>68.86</u>
Two collections per week	\$ 99.43 <u>102.21</u>
Three collections per week	\$ 119.51 <u>122.86</u>
Four collections per week	\$ 149.10 <u>153.27</u>

Three-cubic-yard containers per month:

One collection per week.....	\$ 82.18 <u>84.48</u>
Two collections per week	\$ 127.73 <u>131.31</u>
Three collections per week	\$ 175.75 <u>180.67</u>
Four collections per week	\$ 220.83 <u>227.01</u>

Four-cubic-yard containers per month:

One collection per week.....	\$ 96.02 <u>98.71</u>
Two collections per week	\$ 149.46 <u>153.64</u>
Three collections per week	\$ 202.93 <u>208.61</u>
Four collections per week	\$ 257.79 <u>265.01</u>

Six-cubic-yard containers per month:

One collection per week.....	\$ 120.30 <u>123.67</u>
Two collections per week	\$ 201.40 <u>207.04</u>
Three collections per week	\$ 258.27 <u>265.50</u>
Four collections per week	\$ 344.45 <u>354.09</u>
Five collections per week.....	\$ 430.49 <u>442.54</u>
Six collections per week	\$ 516.64 <u>531.11</u>

Eight-cubic-yard containers per month:

One collection per week.....	\$145.38 <u>149.45</u>
Two collections per week	\$255.24 <u>262.39</u>
Three collections per week	\$349.79 <u>359.58</u>
Four collections per week	\$472.24 <u>485.46</u>
Five collections per week.....	\$585.86 <u>602.26</u>
Six collections per week	\$705.36 <u>725.11</u>

Six-cubic yard compactor container per month:

<u>One collection per week.....</u>	<u>\$230.35</u>
<u>Two collections per week.....</u>	<u>\$460.71</u>
<u>Three collections per week.....</u>	<u>\$691.05</u>
<u>Four collections per week.....</u>	<u>\$ 921.41</u>
<u>Five collections per week.....</u>	<u>\$1,151.76</u>
<u>Six collections per week.....</u>	<u>\$1,382.12</u>

The charge for collection and disposal of heavy trash and brush in piles (not cut, bundled and tied) from commercial customers shall be the following unit price:

Brush piles, per cubic yard.....	\$ 12.23 <u>12.50</u>
Heavy trash, per cubic yard.....	\$ 12.23 <u>12.50</u>

Variations on the type and number of collection services referenced herein shall have the prior written approval of the city manager or designee. Additionally, special collection services not specified or provided for in this section shall have the prior written approval of the city manager or designee. In all such cases appropriate documentation shall be provided to the city manager or designee prior to obtaining the service(s). Charges for such service(s) shall be calculated with reference to the rates set forth herein or if none of the service categories is equivalent to the requested service, the charge shall be calculated with reference to the industry standard.

- (3) Rates for the collection, hauling and/or disposal of construction debris. Lumber, shingles, concrete and other materials generated by or resulting from building or remodeling operations or resulting from a general cleanup of vacant or improved property, just prior to its occupancy, will not be removed by the city or its designated contractor as part of the garbage collection services established in this chapter. The building contractor, owner, or occupant of the premises may utilize his/her own forces and equipment to dispose of such debris. However, to the extent that it is necessary to obtain the services of a third party to assist in the hauling and/or disposal of the debris, the building contractor, owner or occupant shall obtain roll-off containers from the city's designated contractor for the following rates:

City's designated contractor will handle all aspect of customer service with roll off and compactor containers for customers within the city. Customer charges will be based on haul rate, rental fees and tonnage rate, with a three-ton minimum. The contractor will submit ten percent (10%) of total charges as monthly rebate to city.

Roll-off containers:

Haul rates	.....	\$ 189.43 <u>194.92</u>
Delivery rates	.....	\$ 91.17 <u>93.81</u>
Daily rental	.....	\$ 3.04 <u>3.13</u>
Disposal/ton**	.....	\$ 23.62 <u>24.31</u>

Compactors:

Haul rates	.....	\$ 242.10 <u>249.12</u>
Disposal/ton**	.....	3.62 <u>24.31</u>

**Disposal--Three-ton minimum.

- (4) Beginning with the October, ~~2013~~ 2014 billing cycle, the solid waste rates as set forth above shall be increased. Beginning with the October 1, 2007 billing dates, and each year thereafter, the water, sewer, and solid waste rates as set forth above shall be adjusted incrementally on an annual basis in accordance with the CPI-U change. 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 rates, set in subsections (1), (2) and (3) above, shall be automatically adjusted with the October billing cycle of each year by an amount equal to the percentage that the CPI-U has increased or decreased based on the most recent CPI-U information available at time of submission of the contractors petition for adjustment.
- (5) Ten percent (10%) penalty for late payment.

....

Section 2. That except as amended herein all other provisions of Chapter 28 of the Code of Ordinances, City of Alvin, Texas shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this ordinance and any other ordinance, the provisions of this ordinance shall control.

Section 3. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons

thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, 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. Publication. The City Clerk of the City of Alvin is hereby directed to publish this ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by *Chapter 52 of the Texas Local Government Code* and the *City of Alvin Charter*.

Section 5. Effective Date. This ordinance shall take effect beginning with the October 2014 billing cycles, that being after its passage on second reading in accordance with the provisions of *Chapter 52 of the Texas Local Government Code* and the *City of Alvin Charter*.

Section 6. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the 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*. Notice was also provide as required by *Chapter 52 of the Texas Local Government Code* and the *City of Alvin Charter*.

PASSED on the first reading on the _____ day of _____, 2014.

PASSED on the second and final reading on the _____ day of _____, 2014.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor



AGENDA COMMENTARY

Discussion Date: 08/21/2014

Approval Date: 08/21/2014

Submitted By: Joyce Kubeczka

SUBJECT:

Consider Ordinance 14-V; amending Chapter 28 Comprehensive Fee Ordinance for the purpose of revising certain water and sewer fees for residential and commercial customers due to annual CPI-U increase ("revised consumer price index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area"), resulting in a monthly increase of approximately \$1.35 to the average residential customer; providing for a ten percent (10%) penalty for late payment; providing for an effective date of the October 2014 billing cycles; and setting forth other provisions related thereto.

DISCUSSION:

In November 2005, Council approved an annual CPI-U adjustment (revised consumer price index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area) to water and sewer rates based on CPI-U increases. Each year, the increased rate becomes effective beginning with the October billing cycles.

This year's proposed CPI-U adjustment is 2.8%, which calculates to a \$1.35 monthly increase to the average 5,600 gallon residential customer.

Projected increase to water and sewer revenue is \$179,600.

RECOMMENDATION:

Move to approve Ordinance 14-V revising water and sewer fees due to the annual CPI-U adjustments.

ATTACHMENTS:

- | | |
|-----------------------------|----|
| 1. Ordinance 14-V (Redline) | 4. |
| 2. | 5. |
| 3. | 6. |

Submitted by:

**Junru
Roland**

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Department Head

Funds Available:

Finance Director

Approved as to Form:

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City Attorney

Approved By:

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City Manager

ORDINANCE NO. 14-V

AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS FOR THE PURPOSE OF REVISING CERTAIN WATER AND SEWER FEES FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS DUE TO AN ANNUAL CPI-U INCREASE (“REVISED CONSUMER PRICE INDEX RATE FOR ALL URBAN CONSUMERS FOR THE HOUSTON-GALVESTON-BRAZORIA, TEXAS AREA”), RESULTING IN A MONTHLY INCREASE OF APPROXIMATELY \$1.35 TO THE AVERAGE RESIDENTIAL CUSTOMER; PROVIDING FOR A TEN PERCENT (10%) PENALTY FOR LATE PAYMENT; PROVIDING FOR AN EFFECTIVE DATE OF THE OCTOBER 2014 BILLING CYCLES; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That Section 28-2 of the Code of Ordinances of the City of Alvin, Texas is hereby amended by revising the water and sewer fees as follows:

“Sec. 28-2. In General.

...

WATER AND SEWER

...

(10) Water rates (monthly charges):

Inside the city limits:

For the first increment of water usage up to and including 2,000 gallons,
minimum rate:

- (a) For residential and multi-family users ~~\$10.99~~11.30
- (b) For commercial users ~~\$11.54~~11.86

For the second increment of water usage from 2,001 - 7,000 gallons of
water, per 1,000 gallons ~~\$2.81~~2.89

For the third increment of water usage from 7,001 gallons and above,
per 1,000 gallons ~~\$4.29~~4.41

Outside the city limits:

One and one-half times the charge applied inside the city limits for the same water usage.

Malfunctioning water meter that fails to register consumption - Average daily consumption as shown when meter operating properly.

Brazoria County Groundwater Conservation District user fee:

For the first increment of water usage up to and including 2,000 gallons, minimum rate	\$0.08
For the second increment of water usage, from 2,001 gallons of water, per 1,000 gallons	\$0.04
TCEQ (Texas Commission on Environmental Quality) user fee:	\$0.50

(11) Sewer rates (monthly charges):

Inside the city limits (for residents with water and sewer service):

For the first increment of water usage up to and including 2,000 gallons of water,
minimum rate:

(a) For residential and multi-family users	\$ 17.04 <u>17.52</u>
(b) For commercial users	\$ 17.54 <u>18.03</u>

For the additional incremental water usage in excess of 2,000 gallons, per 1,000 gallons	\$ 2.81 <u>2.89</u>
---	--------------------------------

Inside the city limits (for residents with city sewer service only):

Monthly charge	\$ 39.58 <u>40.69</u>
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Unless determined by the director of public works that the usage would greatly exceed that normally used by a standard commercial business or residence. In that case, an appropriate charge shall be determined by the director of public works on the basis of a comparable use in the city.

Outside the city limits:

One and one-half times the charge applied inside the city limits for the same usage.

(21) Ten percent (10%) penalty for late payment.

...

Section 2. That except as specifically amended herein all other provisions of Chapter 28 of the Code of Ordinances, City of Alvin, Texas shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control. That all rights and remedies which have accrued in favor of the City under Chapter 28 and any amendments thereto shall be and are preserved for the benefit of the City.

Section 3. Severability Clause. If any section, clause, sentence, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 4. Publication. The City Clerk of the City of Alvin is hereby directed to publish this ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by *Chapt. 52, Tex. Loc. Gov't Code* and the *City of Alvin Charter*.

Section 5. Proper Notice and Meeting. 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*. Notice was also provided as required by *Chapt.52, Tex. Loc. Gov't. Code* and the *City of Alvin Charter*.

Section 6. Effective Date. This ordinance shall take effect beginning with the October 2014 billing cycles; that being after its passage on second reading in accordance with the provisions of *Chapt. 52, Tex. Loc. Gov't. Code* and the *City of Alvin Charter*.

PASSED AND APPROVED on first reading this ____ day of _____, 2014.

PASSED AND APPROVED on second and final reading this ____ day of _____, 2014.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor



AGENDA COMMENTARY

Discussion Date: 08/21/2014

Approval Date: 08/21/2014

Submitted By: Michelle H. Segovia

SUBJECT:

Consider Ordinance 14-X; establishing a "No Parking During Official School Hours" zone along the north side of Cleveland Street from the intersection of Cleveland Street and South Second Street to the intersection of Cleveland Street and South Durant Street as depicted in Exhibit "A" attached hereto; authorizing installation of appropriate signage; providing for a penalty and publication of this ordinance; and setting forth other provisions related thereto.

DISCUSSION:

Ordinance 14-X establishes a "no parking during official school hours" zone along the north side of Cleveland Street from S. Second Street to S. Durant and authorizes the posting of appropriate signage. This ordinance is being proposed due to complaints from residents that live along the north side of Cleveland in this area.

RECOMMENDATION:

Move to approve Ordinance 14-X.

ATTACHMENTS:

- | | |
|---|----|
| 1. Ord. 14-X | 4. |
| 2. Exhibit "A" - Map of the No Parking Zone | 5. |
| 3. | 6. |

Submitted by:
Michelle Segovia
Department Head

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Funds Available:
Bobbi J Kacz
Finance Director

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Alvin, ou=Legal Department,
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Approved as to Form:
Junru Roland
City Attorney

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Approved By:
Junru Roland
City Manager

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ORDINANCE NO. 14-X

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS ESTABLISHING A “NO PARKING DURING OFFICIAL SCHOOL HOURS” ZONE ALONG A PORTION OF THE NORTH SIDE OF CLEVELAND STREET FROM THE INTERSECTION OF CLEVELAND STREET AND SOUTH SECOND STREET TO THE INTERSECTION OF CLEVELAND STREET AND SOUTH DURANT STREET AS DEPICTED IN EXHIBIT “A” ATTACHED HERETO; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNAGE; PROVIDING FOR A PENALTY AND PUBLICATION; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That there is hereby established a “No Parking During Official School Hours” zone along the north side of Cleveland Street from the intersection of Cleveland Street and South Second Street to the intersection of Cleveland Street and South Durant Street as depicted herein in Exhibit “A” attached hereto.

Section 2. Authority to Erect Signs. The City Manager of the City of Alvin, Texas or his designee, after the effective date of this ordinance, shall cause to be erected signs designating the “No Parking During Official School Hours” zone, as required by the Texas Manual on Uniform Traffic Control Devices along the north side of Cleveland Street from South Second Street to South Durant Street reflecting the “No Parking During Official School Hours” area established herein.

Section 3. Penalty Provision. Any person violating the parking restriction established by this Ordinance, upon conviction, shall be punished by a fine in accordance with the general penalty section 1-5 of the Code of Ordinances.

Section 4. Publication. The City Clerk of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the *City of Alvin Charter*.

Section 5. Open Meetings Act. 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 ____ day of _____, 2014.

PASSED AND APPROVED on second and final reading this ____ day of _____, 2014.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor



Proposed No Parking Zone - 2nd St to Durant St.



AGENDA COMMENTARY

Discussion Date: 08/21/2014

Approval Date: 08/21/2014

Submitted By: Dixie Roberts

SUBJECT:

Consider Ordinance 14-Y; amending Chapter 2, Administration, Article II, City Council, for the purpose of removing the Open Meetings Act Resolution (OMAR) requirement from the Order of Business at Council meetings; and setting forth other provisions related thereto - 1st Reading

DISCUSSION:

The requirement for an Open Meetings Act Resolution is obsolete. Staff would like to amend Chapter 2 Administration, City Council, to remove this requirement within the Code of Ordinances.

RECOMMENDATION:

Motion to approve Ordinance 14-Y; removing the OMAR requirement.

ATTACHMENTS:

- | | |
|-----------------------------|----|
| 1. Ordinance 14-Y - redline | 4. |
| 2. | 5. |
| 3. | 6. |

Submitted by:

**Dixie
Roberts**

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Department Head

Funds Available:

Finance Director

Approved as to Form:

**Bobbi J
Kacz**

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City Attorney

Approved By:

**Junru
Roland**

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City Manager

ORDINANCE NO. 14-Y

AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE II, CITY COUNCIL, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF REMOVING THE OPEN MEETINGS ACT RESOLUTION (OMAR) REQUIREMENT FROM THE ORDER OF BUSINESS AT COUNCIL MEETINGS; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, THAT:

Section 1. That Section 2-23 of the Code of Ordinances of the City of Alvin, Texas is hereby amended by removing the open meetings act resolution (OMAR) requirement from the order of business at Council meetings:

"Sec. 2-23. Order of business at meetings.

(a) Subject to the provisions herein, the proceedings at regular meetings of the city council will conform generally to the order of business set forth below. At the discretion of the mayor, unless the majority of council objects by vote, the order of business, including agenda items within categories, may be rearranged and addressed out of order in the manner deemed most expeditious. The identified categories of order of business shall not be deemed an exclusive list nor be deemed to restrict additional categories, as needed.

- (1) Call to order.
- (2) Invocation.
- (3) Pledge of allegiance.
- (4) Special presentations, if any.
- (5) Approval of minutes.
- (6) Petitions or requests from the public.
- (7) Reports from citizens, boards, commissions and committees.
- (8) Public hearing(s), if posted.
- (9) Consent agenda.
- (10) Matters removed from consent agenda.

- (11) Other business.
- (12) Reports from city manager.
- (13) Reports from councilmembers and council committees.
- (14) Executive session.
- (15) Action items from executive session.

~~(16) Open Meetings Act Resolution.~~

~~(17)~~(16) Adjournment.

(b) At the time of ~~the~~ discussion under Other Business~~item (a)(11) above~~, an individual councilmember may request an item or items be placed on the upcoming agenda for the next regular meeting, unless the majority of the council votes that said item or items shall not be on the upcoming agenda.

(c) With the exception of emergency items, and for regular meetings only, the administration should make a diligent attempt to provide councilmembers complete packets by ~~on~~ the Friday preceding the regular council meeting. It is the intention of the city council in adopting the above language to provide a guideline only, and that same not be binding or interfere with the regular course of business.

Section 9. 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 10. 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 on the first reading on the _____ day of _____ 2014.

PASSED on second and final reading on the _____ day of _____ 2014.

ATTEST:

CITY OF ALVIN, TEXAS:

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor



AGENDA COMMENTARY

Discussion Date: 08/21/2014

Approval Date: 08/21/2014

Submitted By: Brian Smith

SUBJECT:

Consider an Interlocal Agreement with Brazoria County for the 2014-2015 fiscal year asphalt overlay project and authorize the Mayor to sign.

DISCUSSION:

The annual Interlocal Agreement provides the mechanism for the County to provide the City of Alvin with equipment and manpower to overlay various streets within the city limits of Alvin. Staff will monitor the expenditures to ensure sufficient funds are in the budget throughout the course of the project. This has already been approved and signed by the Brazoria County Judge, Joe King.

RECOMMENDATION:

Move to approve the Interlocal Agreement with Brazoria County for the 2014-15 asphalt overlay project and authorize the Mayor to sign the agreement.

ATTACHMENTS:

- | | |
|-------------------------|----|
| 1. Interlocal Agreement | 4. |
| 2. | 5. |
| 3. | 6. |

Submitted by:

Brian Smith

Digitally signed by Brian Smith
DN: cn=Brian Smith, o=City of Alvin, ou=PSF, c=US
Date: 2014.07.31 09:47:04 -05'00'

Department Head

Funds Available:

Junru Roland

Digitally signed by Junru Roland
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US
Date: 2014.08.14 07:28:40 -05'00'

Finance Director

Approved as to Form:

Bobbi J Kacz

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department, email=bkacz@cityofalvin.com, c=US
Date: 2014.08.15 21:18:45 -05'00'

City Attorney

Approved By:

Junru Roland

Digitally signed by Junru Roland
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US
Date: 2014.08.14 07:29:05 -05'00'

City Manager

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT

This agreement is made at Angleton, Brazoria County, Texas between BRAZORIA COUNTY, TEXAS acting through its Commissioners' Court (hereinafter "County"), and the CITY OF ALVIN, acting through its Mayor (hereinafter "City").

NOW THEREFORE, THE COUNTY AND THE CITY agrees as follows:

1.0 The term of this agreement shall be from October 1, 2014, to September 30, 2015. The AGREEMENT may be renewed annually by the written approval of County and City.

1.1 Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the County agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance and/or repair of a street or alley located within the corporate limits of the City of Alvin, subject to the approval of the County Engineer as set forth in Section 1.3, including sub grade preparation, base preparation, asphalt paving, culverts and ditch work, herbicide spraying, painting and striping roads, installation of permanent traffic signs, and other routine road maintenance operations. Any work performed on the City's streets and alleys which are not an integral part of, or a connecting link to, other

roads and highways is allowed if such work is determined to be a benefit to the County by Commissioners' Court. The City will provide materials, including fuel used by the equipment for these projects. All such materials shall be paid for by the City, and may be purchased through the County's suppliers. The City shall reimburse the cost of any work performed or obtained by the County, which is determined to be beyond the scope of this agreement, to the County.

1.2 The county work authorized by this AGREEMENT may be done:

- (1) By the County through use of county equipment;
- (2) By an independent contractor with whom the County has contracted for the provision of certain services and materials, conditioned on the City providing a purchase order to such independent contractor for the full amount of such services or materials.

1.3 During the term of this AGREEMENT when County work is requested, the Mayor of the City shall submit a request in writing to the County Engineer. The County Engineer and the Mayor of the City shall agree in writing as to the location and type of assistance to be provided pursuant to this AGREEMENT. It is expressly understood between the parties that the County shall have no authority or obligation to provide any service or work on any city street or alley not so agreed to in writing. The County Engineer is authorized to sign an acceptance statement for

each project at the appropriate time and authorize the work subject to be completed as the Road and Bridge Department schedules permit.

1.4 The parties intend that the County in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The County shall not be considered an agent, employee, or borrowed servant of the City.

1.5 For and in consideration of the above agreement by the County, the City agrees to provide all warning and safety signs and other safety protections as required when such work is being performed by the County.

1.6 The parties further agree that such work and materials are provided by the County without warranty of any kind to the City or any third party, and that the County has no obligation to provide any supplemental warranty work after a project's completion. The City agrees to provide any engineering or design work required for work done pursuant to this agreement.

II.

2.0 To the extent authorized by law, the City hereby agrees to hold harmless the County, its officers, agents and employees from any and all loss, damage, cost demands or causes of action of any nature or kind for loss or damage to property, or for injury or death to persons, arising in any manner from the performance of the above-referenced work.

2.1 Payment for services or materials under this agreement shall be payable from current revenues available to the paying party.

III.

3.0 Either party may terminate this agreement upon thirty- (30) day's written notice to the other party.

3.1 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

3.2 Nothing herein shall be construed to create any rights in third parties.

SIGNED AND ENTERED this the _____ day of _____, 2015.

BRAZORIA COUNTY, TEXAS

CITY OF ALVIN


By: Joe King
Brazoria County Judge

By: Mayor

ATTEST:

CITY SECRETARY



AGENDA COMMENTARY

Discussion Date: 08/21/2014

Approval Date: 08/21/2014

Submitted By: Chief Robert E Lee

SUBJECT:

Consider an Interlocal Agreement with the City of Manvel for use of the City of Alvin's Animal Adoption Center for impoundments of up to 200 animals for an initial fee of \$25,000 and authorize the Interim City Manager to sign.

DISCUSSION:

The new Alvin Animal Adoption Center, since it has been open, has averaged a daily animal population of 115 animals. Projecting this daily average for a 12 month period gives the equivalent of almost 42,000 animals which will be cared for and housed. With a covered space of 8,411 sq ft the operating cost of the Alvin Animal Adoption Center has increased exponentially, when compared to the previous shelter's 1,750 sq ft. While the addition of 200 animals from Manvel for the year will make only a slight impact, the \$25,000 fee can be utilized to offset operating and personnel cost which will increase efficiency, help in maintaining animal care, and help maintain the facility. All fees collected from adoptions, impoundments, etc., will belong to the City of Alvin and will not count toward the \$25,000 fee nor reduce the amount billed for any animals impounded over 200. Additional animals will be billed at a cost of \$100 per animal.

RECOMMENDATION:

Move to approve the Interlocal with Manvel and authorize the Interim City Manager to sign.

ATTACHMENTS:

- | | |
|-------------------------|----|
| 1. Interlocal Agreement | 4. |
| 2. | 5. |
| 3. | 6. |

Submitted by:

Robert E. Lee
Digitally signed by Robert E. Lee
DN: cn=Robert E. Lee, o=Alvin Police Department, ou=Chief of Police,
email=rlee@cityofalvin.com, c=US
Date: 2014.08.12 08:08:48 -05'00'

Department Head

Funds Available:

Junru Roland
Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department,
c=US
Date: 2014.08.13 18:00:20 -05'00'

Finance Director

Approved as to Form:

Bobbi J Kacz
Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com, c=US
Date: 2014.08.13 21:26:20 -05'00'

City Attorney

Approved By:

Junru Roland
Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance Department, c=US
Date: 2014.08.14 07:42:17 -05'00'

City Manager

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF MANVEL
AND
CITY OF ALVIN
FOR USE OF THE
ALVIN ANIMAL ADOPTION CENTER**

This Interlocal Agreement is made and entered into by and between the City of Alvin, Texas, hereinafter referred to as "Alvin," and the City of Manvel, Texas, hereinafter referred to as "Manvel."

WHEREAS, Alvin owns and operates the Alvin Animal Adoption Center located at 550 West State Highway 6, Alvin, Texas, such facility being hereinafter referred to as the "Animal Shelter"; and

WHEREAS, Manvel desires that Alvin assist it in the shelter, maintenance, and disposition of certain animals impounded by Manvel in the enforcement of Manvel's animal control regulations; and

WHEREAS, Alvin desires to assist Manvel in the shelter, maintenance, and disposition of animals impounded by Manvel; and

WHEREAS, the governing bodies of Alvin and Manvel have duly authorized this Agreement; and

WHEREAS, this Agreement is made pursuant to and under the provisions of the Texas Interlocal Cooperation Act, chapter 791 Texas Government Code; now therefore,

FOR AND IN CONSIDERATION of the mutual promises, obligations, and benefits hereinafter set forth, Alvin and Manvel hereby agree as follows:

I. TERM

1.01. The term of this Agreement shall be for a one (1) year period beginning on October 1, 2014, and terminating September 30, 2015.

1.02. Either party may terminate this Agreement by giving thirty (30) days advance written notice thereof to the other.

1.03. This Agreement may be terminated in ten (10) days for default that remains uncured as per section 5.10 of this Agreement.

II. PURPOSE OF AGREEMENT

2.01 In accordance with and pursuant to the terms and conditions hereof, Alvin shall permit Manvel the right to use the Animal Shelter to house animals impounded by Manvel in the enforcement of its animal control regulations. For the purposes of this Agreement, "animal" shall mean a dog, cat, or other small (not exceeding one hundred fifty pounds) warm-blooded animal capable of contracting rabies.

III. CITY OF ALVIN'S OBLIGATIONS

3.01 Alvin shall:

- (a) submit to Manvel on a monthly basis an "Impoundment Receipt" for each animal received from Manvel;
- (b) care for all seriously sick or injured animals as soon after arrival as possible;
- (c) give food, water and other reasonable care needed for all animals impounded;
- (d) maintain proper pen facilities and care for animals brought in by Manvel authorized representatives for a minimum of ninety-six (96) hours, except as otherwise provided herein;
- (e) hold all animals that have an ID or Microchip brought in by Manvel authorized representatives for a minimum of ten (10) business days in order to locate and contact the owner, and shall attempt to locate and contact the owner;
- (f) advise the person to whom an animal is released of the "Manvel Regulations" for maintaining an animal within the City of Manvel;
- (g) maintain Certified Quarantine Cages for animals suspected of having rabies and hold such animals for the time specified by the Brazoria County Health District;
- (h) have the right to determine when an animal is to be euthanized. All euthanizations shall be conducted by humane methods and in accordance with guidelines of the State Health District Director;
- (i) have the right to collect fees, as provided for in the City of Alvin Code of Ordinances from the owner of an animal reclaiming same; and
- (j) submit to Manvel on a monthly basis an invoice for all fees and charges for any and all animals over the number of 250 impounded during the term of the Agreement. Animals over this amount will be billed at \$100 per animal. Payment is due within thirty (30) days of date of invoice.

3.02. In cases where an animal is suspected of rabies, Alvin shall hold the rabies suspect in a Certified Quarantine Cage for a period of ten (10) days, or euthanize the rabies suspect, based on the condition of the animal, and submit the remains to the Health Department for examination. When a rabies suspect succumbs during the ten (10) day quarantine period, Alvin shall immediately notify the Health Department of such death and cause the remains to be refrigerated until it can be submitted to the State Health Department Laboratory for laboratory examination for rabies. If after the ten (10) day quarantine period the animal is examined by a licensed veterinarian or certified Animal Control

Officer and declared not to have rabies, the animal shall be handled as any other animal not suspected of rabies. Any costs incurred for required veterinary services shall be borne by Alvin.

IV. CITY OF MANVEL'S OBLIGATIONS

4.01. All deliveries of stray or unwanted animals to the Animal Shelter shall be permitted through the Manvel Police Chief, any Manvel Police Officer, or the Manvel Police Chief's authorized designee.

4.02. Manvel shall provide Alvin information pertaining to all animals delivered to the Animal Shelter, including the name of the owner, if known, the approximate time and location where an animal was picked up, and other pertinent information such as needs for medical care or special attention.

4.03. As consideration for the services provided herein, Manvel agrees to pay Alvin an annual fee of \$25,000.00 on or before October 31, 2014, for budget year 2014-2015.

4.04. Manvel shall allow Alvin to keep all fees for care permitted by the City of Alvin Code of Ordinances that are collected from owners as per section 3.01(i). Such payments shall be recorded and shall be considered additional consideration to the City of Alvin for services rendered Manvel.

V. GENERAL TERMS

5.01. Solutions to problems encountered shall follow each respective City's chain of command.

5.02. Manvel agrees to hold Alvin harmless from and against any and all claims or suits brought or made for or on account of any injuries or damages received or sustained by any person, persons, or property arising out of, or occasioned by, the acts or omissions of Manvel or its officers or employees relating to Manvel's use of the Animal Shelter pursuant to this Agreement.

5.03. All expenditures herein shall be made from current revenues.

5.04. Entire Agreement. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein, and may not be modified or amended, except by written agreement duly executed by both parties.

5.05. Authority to Execute. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

5.06. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Brazoria County, Texas.

5.07. Notice. Any notice hereunder shall be given in writing to the party for whom it is intended, in person or by certified mail, return receipt requested, at the following addresses or at such future address as may be designated in writing:

If to MANVEL: City of Manvel
 20025 Morris Ave (Hwy 6)
 Manvel, Texas 77578
 Attn: City Manager

If to ALVIN: City of Alvin
 216 W. Sealy
 Alvin, Texas 77511
 Attn.: City Manager

Notice shall be deemed received upon actual receipt or upon refusal of receipt.

5.08. Severability. If any provisions hereof are determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal, or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.

5.09. Waiver. This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City waives any immunity or defense that would otherwise be available to it against claims by third parties.

5.10. Default. In addition to any and all other rights a party may have available according to law or this Agreement, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing ten (10) days written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice have ten (10) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the termination of this Agreement.

5.11. Force Majeure. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-

performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

Executed as of the _____ day of _____, 2014 by the City of Manvel.

ATTEST: **CITY OF MANVEL, TEXAS**

Tammy Bell, City Secretary

Kyle Jung, City Manager

Executed as of the _____ day of _____, 2014 by the City of Alvin.

ATTEST: **CITY OF ALVIN, TEXAS**

Dixie Roberts, City Secretary

Junru Roland, Interim City Manager



AGENDA COMMENTARY

Discussion Date: 08/21/2014

Approval Date: 08/21/2014

Submitted By: Brian Smith

SUBJECT:

Consider an award of a contract to CAG Construction, an approved Buy Board Company, for the purpose of demolishing and rebuilding water well #3 pump house in an amount not to exceed \$66,842.39; and authorize Mayor to sign.

DISCUSSION:

Consider approval of a contract to CAG Construction to perform all labor and material to demolish and rebuild water well #3 pump house that was damaged during Hurricane Ike. All funds will come from remaining bond proceeds from the 2008 Certificate of Obligations allocated for water and sewer improvements. CAG Construction is an approved Buy Board company.

RECOMMENDATION:

Move to award a contract to CAG Construction to demolish and rebuild water well #3 pump house for an amount not to exceed \$66,842.39; and authorize Mayor to sign.

ATTACHMENTS:

- | | |
|-------------------|----|
| 1. BuyBoard Quote | 4. |
| 2. | 5. |
| 3. | 6. |

Submitted by:

Brian Smith

Digitally signed by Brian Smith
DN: cn=Brian Smith, o=City of Alvin, ou=PSF, c=US
Date: 2014.07.30 14:28:33 -05'00'

Department Head

Funds Available:

Junru Roland

Digitally signed by Junru Roland
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US
Date: 2014.08.13 18:06:17 -05'00'

Finance Director

Approved as to Form:

Bobbi J Kacz

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department, email=bkacz@cityofalvin.com, c=US
Date: 2014.08.13 21:30:48 -05'00'

City Attorney

Approved By:

Junru Roland

Digitally signed by Junru Roland
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US
Date: 2014.08.14 09:30:31 -05'00'

City Manager

Proposal



SOLD TO:
 BRIAN SMITH
 CITY OF ALVIN
 1100 W. HWY 6
 ALVIN TEXAS

PROPOSAL NUMBER 1515
 PROPOSAL DATE July 30, 2014
 OUR ORDER NO. NA
 YOUR ORDER NO.
 TERMS TBD
 SALES REP Alan

Job Info:
 DEMO AND REBUILD WATER WELL 3

Sales Tax Rate: 8.25%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	DEMO EXISTING WELL BUILDING		
1	REBUILD WITH FLAT FACE CMU SAME SIZE AS BEFORE		
1	BUILD WITH CMU 10X10 ROOM ON INTERIOR OF BUILDING		
1	ALL NECESSARY ELECTRICAL INCLUDED		
1	FILL ALL WINDOW OPENINGS WITH LIKE BRICK		
1	WALL OFF EXPOSED AREA WITH FLAT FACE CMU IN FRONT		
1	IN REAR INSTALL 3 ROLL UP LOCKING DOORS FOR CRANE ACCESS		
1	REBRACE POST IN BUILD AS THEY ARE RUSTED AT BOTTOMS		
1	INSTALL NEW ROOFING (ROLL) ON NEW STRUCTURE		
1	ENGINEERING AND PERMITS INC		
1	INSTALL NEW MINI SPLIT AC UNIT FOR CONTROL ROOM		
1	INSTALL NEW 8' ROLL UP DOOR AT END OF CMU BUILDING		
1	PAINT ENTIRE STRUCTURE COLOR TBD		
1			
1			
1			
1			
1			
1			
* = Based on acceptable building code. Price may change based on Windstorm plan		SUBTOTAL	66,842.39
** = Assumes that the ground will be acceptable for new foundation after demo		TAX	
		CODE	
			\$66,842.39
			AMOUNT

DIRECT ALL INQUIRIES TO:
 Alan
 281-850-8301 or 832-877-1031
aganley@cagconstructionllc.com

MAKE ALL CHECKS PAYABLE TO:
 C.A.G Construction
 Attn: Accounts Receivable