

**AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING AND DISPOSAL OF  
MUNICIPAL AND RESIDENTIAL SOLID WASTE  
IN THE CITY OF SEGUIN, TEXAS**

**July 1, 2024**

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FOR THE COLLECTION, HAULING AND DISPOSAL OF  
MUNICIPAL SOLID WASTE  
IN THE CITY OF SEGUIN, TEXAS**

THIS AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT (this “Agreement”) is made and entered into as of June 4, 2024, by and between **Waste Connections Lone Star Inc.** (the “Service Provider”), and the City of Seguin, Texas (the “City”).

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste, Residential Solid Waste, and Recyclable Materials (as such terms are defined herein) within the City’s corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

**SECTION 1. DEFINED TERMS.**

The following terms, as used herein, will be defined as follows:

**Business Day** – Any day that is not a Sunday or Holidays, as defined below.

**Bulky Item** – shall mean an item measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, White Goods as defined herein.**ts** - A Container with ninety-five (95) or sixty-five (65) gallons of capacity.

**Compactor** – A mechanical device that crushes waste and its related container.

**Container** – Any receptacle, including, but not limited to, Roll-Offs and Carts, whether utilized by a Residential, Municipal or other application for collecting Municipal Solid Waste.

**Customer** – Any person, entity, organization or the like receiving Services or required to receive Services pursuant to this Agreement.

**Excluded Waste** – Any Hazardous Waste and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or regulations.

**Hazardous Waste** – Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any applicable federal or state statute, rule, order or regulation.

**Holidays** – The following days:

- (1) New Year's Day (January 1<sup>st</sup>)
- (2) Thanksgiving Day
- (3) Christmas Day (December 25<sup>th</sup>).

**Landfill** – Shall mean the Post Oak Landfill, provided the same is capable of lawfully receiving Municipal Solid Waste or Construction and Demolition Waste for disposal. If the Post Oak Landfill is not capable of lawfully receiving Municipal Solid Waste or Construction and Demolition Waste for disposal, then at Service Provider's option, Landfill may mean any facility or area of land lawfully receiving Municipal Solid Waste for disposal.

**Municipal Facilities** – Only those specific municipal properties located within the jurisdictional limits of the City of Seguin as set forth in this Agreement.

**Multi-Family Residential Unit** – Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Residential Solid Waste.

**Municipal Solid Waste** – Solid Waste resulting from or incidental to municipal, community, institutional or recreational activities, or general operations of the City of Seguin. Municipal Solid Waste does not include Construction and Demolition Waste or Excluded Waste.

**Recyclable Materials** – Any non-contaminated materials, which may include but may not be limited to paper, cardboard, plastics, textiles, and wood. Recyclable Materials does not include Municipal Solid Waste, Construction and Demolition Waste, or Excluded Waste.

**Residential Solid Waste** – Solid Waste resulting from or incidental to residential life, produced in Residential Units located within the corporate limits of the City of Seguin.

**Residential Unit** – Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

**Roll-Off** – A Container with twenty (20), thirty (30), or forty (40) cubic yards of capacity, or a Compactor.

**Single-Family Residential** – Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Residential Solid Waste.

**Solid Waste** – As defined by the EPA under 40 C.F.R. § 261.2(a)(1) or by applicable state laws, including, without limitation, any such waste that is mixed with or that constitutes Recyclable Materials.

**White Goods** – Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including but not limited to, a bath tub, heater, hot water heater, refrigerator, sink, washer or dryer.

## **SECTION 2. EXCLUSIVE FRANCHISE GRANT.**

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste, Residential Solid Waste and Recyclable Materials, the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste, Residential Solid Waste and Recyclable Materials over, upon, along, and across the City's present and future streets, alleys, bridges and public properties. Notwithstanding the foregoing or anything herein to the contrary, the exclusivity provisions of this Agreement shall not apply to collection of metal, nor shall it apply to Commercial Solid Waste Services within the corporate limits of the City of Seguin. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City may take any appropriate action against any company, Customer or third party infringing upon the exclusive rights of the Service Provider. In addition (and regardless of the City's actions), the Service Provider may independently enforce the exclusivity provisions of this Agreement against third-party violators, including, but not limited to, seeking injunctive relief, and the City shall reasonably cooperate in such enforcement actions brought by the Service Provider.

## **SECTION 3. OPERATIONS.**

A. **Scope of Operations.** The Service Provider will collect, haul and dispose of all Municipal Solid Waste, Residential Solid Waste and Municipal and Residential Recyclable Materials (as provided herein) (i) generated and accumulated by Residential Units and Municipal Facilities (ii)

only those placed within Containers by those Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated by those Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services"). The Service Provider is not responsible for the collection of Municipal Solid Waste, Residential Solid Waste, and Recyclable Materials that are placed outside or adjacent to Containers, unless specifically identified as brush on their respective quarterly days or bulky items on their respective quarterly days.

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste, Residential Solid Waste, and Recyclable Materials, the title to all Municipal Solid Waste, Residential Solid Waste and Recyclable Materials collected, hauled and disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

C. Title to Waste. Title to and liability for Municipal Solid Waste Residential Solid Waste, and Recyclable Materials shall pass to the Service Provider upon loading of such materials into the Service Provider's trucks. All Customers shall not deposit in the Service Provider's equipment or place for collection by the Service Provider any Excluded Waste. Notwithstanding any other term contained herein, the Service Provider shall have no obligation to collect any material which is, or which the Service Provider reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the Customer, even if the Service Provider inadvertently collects and disposes of such Excluded Waste. If the Service Provider finds what reasonably appears to be discarded Excluded Waste, Service Provider shall notify the Customer and the City.

D. Recyclable Materials. The City agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Service Provider; and to advertise those procedures to the owners and occupants of Residential Units within the City. If any Residential Unit, or the City, as applicable, fails to do so, Service Provider may decline to collect such materials without being in breach of this Agreement. Service Provider shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials by any third-party facilities.

#### **SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTION.**

A. Single-Family Residential Units. The Service Provider will collect Residential Solid Waste from Single-Family Residential Units on a regular schedule of once per week; provided,

that such Residential Solid Waste is placed in Carts provided by Service Provider, no later than 6:00 a.m. on the scheduled collection day.

B. Excess or Misplaced Residential Solid Waste. The Service Provider shall collect all Residential Solid Waste placed within the Carts provided by the Service Provider. The Service Provider will not be required to provide Service when Carts are located near cars, mailboxes, or other obstructions in a way that the Service Provider reasonably determines creates an unsafe condition that could cause damage to property or injury to persons.

C. Residential Units for Persons with Disabilities. Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Residential Units for persons with disabilities with house-side collection of their Carts; provided, that the Service Provider receives prior written notice from the City that such Unit has been certified for special need assistance. The property owner shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Residential Units.

D. Collection of Residential Unit Recyclable Materials. The Service Provider will collect Recyclable Materials from Residential Units once per week; provided, that (i) such Recyclable Materials are placed in Recycling Containers, and (ii) such Recycling Containers are placed within five (5) feet of the curbside or right of way adjacent to the Residential Unit no later than 6:00 a.m. The Service Provider shall only be responsible for collecting, hauling, and recycling of Recyclable Materials placed inside the Recycling Containers. Recyclable Materials in excess of the Recycling Containers' limits or placed outside or adjacent to the Recycling Container(s), will not be collected by the Service Provider. Notwithstanding anything contrary contained, herein, all Recyclable Materials must be tendered for collection free of contaminants, and Residential Units must comply with the description of and procedures with respect to the removal of containment or preparation of Recyclable materials as provided by the Service Provider through the City. Without breach of this Agreement the Service Provider may decline to collect any Container of Recyclable Materials that is contaminated.

E. Ownership and Care of Carts/Containers. Residential Units and the City, where applicable, shall have care, custody and control of the Carts/Containers while at the service locations. Residential Units and the City shall not overload, by weight or volume, or alter the Carts/Containers, and all Carts/Containers shall be used solely for their proper and intended purpose. In the case where a Cart/Container becomes lost, broken, unreasonable unsightly, or otherwise unserviceable due to the acts of omissions of a Residential Unit or the City (excluding

normal wear and tear, or actions of the Service Provider) the Residential Unit or the City will be charged for repair or replacement of the damaged Cart/Container.

#### **SECTION 5. MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.**

The Service Provider will collect Residential Solid Waste from Multi-Family Residential Units at least once per week, as provided for in this Agreement and for the compensation set forth in Section 8 attached hereto and incorporated by reference. The Service Provider shall only be responsible for collecting, hauling, and disposing of Residential Solid Waste placed inside the Containers provided by the Service Provider. However, the Service Provider shall offer Multi-Family Residential Units to increase or decrease, as necessary, the frequency of collections and the sizes or numbers of Containers so that Residential Solid Waste at Multi-Family Residential Units will be properly managed. The Service Provider shall be compensated for these additional Services as provided for in Section 8 attached hereto and incorporated by reference.

#### **SECTION 6. SPECIAL COLLECTIONS AND SERVICES**

A. Municipal Locations. The Service Provider will provide, at no cost to the City, up to an aggregate number of four, six, eight or twelve yard Containers to collect Municipal Solid Waste at certain municipal properties within the City. Specifically, the provisions of this Section 6.A. shall apply to the locations as indicated in Exhibit “A”.

B. Special Events and City Wide Clean Up. In addition, the Service provider will provide, at no cost to the City, an adequate number of Containers to collect Municipal Solid Waste at certain special events in the City, including ADA Accessible and Regular Portable Toilets and hand wash stations. Additionally, the Service Provider will provide at no cost to the City collection services for the City’s Residential Clean-up Program two (2) times a year, and up to five neighborhood clean-ups, including Day of the Dogs.

C. Service Provider will collect Bulky Items from Residential Units and Multi-Family Residential Units on a quarterly basis. Service Provider will provide the Bulky Items recovery schedule on an annual basis to provide ample time for the City to advertise schedule to the residents.

D. Service Provider will provide each Residential Unit and Multi-Family Residential Units with four (4) vouchers to dispose of Residential Solid Waste and/or Bulky Items at no additional cost to Residential Unit provided that the Residential Unit disposes of the Residential Solid Waste and/or Bulky Items as the Citizen Convenience Center (C.C.C.) located at Post Oak Landfill, 7787 FM 1150, Luling, TX 78155.

## **SECTION 7. TITLE TO AND RESPONSIBILITY FOR EQUIPMENT.**

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider. However, each Customer shall have care, custody and control of the equipment while at the respective service locations. Customers shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers must provide unobstructed access to the equipment on the scheduled collection days. The word “equipment” as used in this Agreement shall mean all Containers or other equipment provided by the Service Provider in relation to the Services. In the event a Container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a Customer (excluding normal wear and tear), the Customer will be charged for the resulting repairs or replacement and such amounts must be paid to Service Provider upon demand.

## **SECTION 8. RATES AND FEES.**

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

- A. Multi-Family Residential Units and Residential Unit Services. For the Services provided to Residential Units under Section 4 and Multi-Family Residential Units under Section 5 above, the Service Provider shall charge (i) \$14.06 per month for each unit utilizing one Cart for solid waste collection, plus (ii) \$6.98 per month for each additional Cart utilized by such unit, plus (iii) \$3.55 for recycling services utilized by said unit. These rates apply to all Residential Units and Multi-Family Residential Units that are located within the City’s corporate limits.
- B. Sludge Services. The Service Provider will provide hauling and disposal services for sludge from the City’s wastewater treatment plant; provided, that the sludge is tested, accompanied by required documentation of the State of Texas and meets the TCEQ’s disposal guidelines. The City agrees to assist the Service Provider and, if necessary, agrees to adjust and regulate load weights in order to comply with the Texas Department of Transportation’s weight guidelines. Thereafter, for the Services provided under this Section, the Service Provider will charge for each Container utilized the following fees:



**SECTION 9. RATE ADJUSTMENTS.**

A. CPI-U Adjustment. On each annual anniversary date of this Agreement, the rates set forth in this Agreement shall automatically increase by an amount equal to the increase, if any, in the CPI-U during the Prior Rolling Twelve-Month Period. The “Prior Rolling Twelve Month Period” shall be the most recent twelve (12) month period for which the CPI-U is available on each annual anniversary date of this Agreement. For purposes of this Agreement, the term “CPI-U” shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor’s Bureau of labor Statistics (the “Bureau”).

B. Disposal and Governmental Fee Cost Adjustments. At any time during the term of this Agreement, the Service Provider may also increase the rates set forth in this Agreement to pass through documented increases in disposal fees, increases in the Service Provider’s costs due to changes in local, state or federal rules, ordinances or regulations applicable to the Service Provider’s operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to the Service Provider (other than income or real property taxes).

C. Operating Cost Adjustments. At any time during the term of this Agreement, the Service Provider may also petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its costs of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably delay its consideration of any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase, the Service Provider may, in its sole discretion, terminate this Agreement upon one hundred and eighty (180) days’ written notice to the City.

**SECTION 10. EXCLUSIONS.**

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Excluded Waste.

**SECTION 11. TERM OF AGREEMENT.**

The term of this Agreement shall be for a period of five (5) years, commencing on July 24, 2024 and concluding on July 24, 2034 (the “Initial Term”). At the expiration of the Initial Term of this Agreement, the parties hereto may mutually agree to extend the Agreement for successive periods of five (5) years (each, a “Renewal Term,” and together with the Initial Term, the “Term”).

## **SECTION 12. ENFORCEMENT.**

The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Residential Units for the purposes of rendering the Services contemplated hereby.

## **SECTION 13. PROCESSING, BILLING AND FEES.**

A. Monthly Statements. The Service Provider will invoice the City monthly according to the rates and fees set forth in Section 8 attached hereto and incorporated herein by reference. The City shall pay all invoiced amounts to the Service Provider within 30 days of each invoice date; provided, however, the City may retain an administrative fee of three percent (3%) from the monthly invoiced amounts for Residential Solid Waste services owed to Service Provider (the “Administrative Fee”). The City may adjust the Administrative Fee from time to time during the Term, and shall determine the method for calculating and assessing the Administrative Fee, provided however that prior to implementing any Administrative Fee adjustments, the City shall provide the Service Provider with at least ninety (90) days written notice thereof and such adjustment shall be subject to the Service Provider’s mutual consent which shall not be unreasonably withheld.

B. TAX EXEMPT STATUS. The City is exempt from Texas state sales and use taxes. Accordingly, taxes from which the City is exempt shall not be included in any invoices submitted to the City. The City shall, upon request, furnish Service Provider with a copy of its certificate of tax exemption. The City is tax exempt.

C. Bad Debt; Unpaid Amounts. Payments owed to the Service Provider are not dependent or contingent upon the City collecting any amounts from Customers. The Service Provider shall not

be held responsible for the collection of “bad debt” billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Commercial, Industrial, or Residential Unit.

D. Billing for Roll-Off Services. Notwithstanding the above, the Service Provider will bill and collect all Residential Units for Services performed with respect to Roll-Off Containers.

#### **SECTION 14. SPILLAGE.**

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Residential Solid Waste, Recyclable Materials or Construction or Demolition Waste not caused by the Service Provider’s rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste, Residential Solid Waste, Recyclable Materials or Construction or Demolition Waste placed outside of the Containers by any Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Residential Unit instructing the owner or occupant to properly contain such Residential Solid Waste or Construction or Demolition Waste. Should such excess Residential Solid Waste, Recyclable Materials or Construction or Demolition Waste continue to be placed outside of the Containers, the City shall require such Residential Units to increase the frequency of collection of such Residential Solid Waste, Recyclable Materials or Construction or Demolition Waste, or require the Residential Units to utilize a Container with sufficient capacity so the excess Residential Solid Waste, Recyclable Materials or Construction or Demolition Waste will be regularly contained. The Service Provider shall be compensated for these additional Services and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

#### **SECTION 15. NON-COLLECTION NOTICE AND FOLLOW-UP.**

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Residential Unit fails to timely or properly place a Container as directed in this Agreement, or is otherwise in violation of the City’s ordinances and regulations, the Service Provider’s reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume, or weight of Residential Solid Waste or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Residential Solid Waste or Recyclable Materials.

B. Notice from a Commercial, Industrial or Residential Unit. In the event that the Service Provider fails to collect Municipal Solid Waste, Residential Solid Waste, Recyclable Materials or Construction or Demolition Waste from a Residential Unit without cause, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste within one (1) Business Day of the Service Provider receiving written notice.

**SECTION 16. HOURS OF SERVICE.**

For all the Services provided hereunder, the Service Provider's hours of service shall be between 6:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on Sundays or Holidays, and may, in its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such Services on the Business Day immediately following the Holiday.

**SECTION 17. CUSTOMER SERVICE.**

The City shall field all inquiries and complaints from Residential Units and Municipal Facilities relating to the collection, hauling and disposal of Municipal Solid Waste and Residential Solid Waste. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints.

**SECTION 18. COMPLIANCE WITH APPLICABLE LAWS.**

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste and Recyclable Materials.

**SECTION 19. PAVEMENT.**

The City warrants that the City's pavement, curbing or other driving surface or any right of way reasonably necessary for the Service Provider to provide the Services described herein are sufficient to bear the weight of all of the Service Provider's equipment and vehicles reasonably required to perform such Services. The Service Provider will not be responsible for damage to any such pavement, curbing, driving surface or right of way, except to the extent resulting from the Service Provider's negligence or willful misconduct.

**SECTION 20. INSURANCE COVERAGES.**

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in amounts equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$1,000,000
(3) Bodily Injury (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
(4) Property Damage Liability (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
(5) Automobile Bodily Injury Liability	\$1,000,000 per person; \$2,000,000 per occurrence
(6) Automobile Property Damage Liability	\$1,000,000 per occurrence
(7) Excess or Umbrella	\$1,000,000 per occurrence

Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section.

#### **SECTION 21. INDEMNITY.**

THE SERVICE PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICERS AND SERVANTS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES, LOSSES OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, THE "CLAIMS") TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF THE SERVICE PROVIDER, ITS OFFICERS AND EMPLOYEES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SERVICE PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY THE INDEMNIFIED PARTIES TO THE EXTENT ANY SUCH CLAIMS ARISE OUT OF: (I) THE ACTS OR OMISSIONS OF ANY INDEMNIFIED PARTY, (II) THE CITY'S BREACH OF ANY OF THE TERMS, CONDITIONS, REPRESENTATIONS, OR WARRANTIES CONTAINED IN THIS AGREEMENT, OR (III) THE VIOLATION OF ANY LAW, RULE, REGULATION, ORDINANCE, ORDER, PERMIT, OR LICENSE BY ANY INDEMNIFIED PARTY.

#### **SECTION 22. SAVINGS PROVISION.**

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent

reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

**SECTION 23. TERMINATION.**

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within sixty (60) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

**SECTION 24. FORCE MAJEURE.**

Except for the payment of amounts owed hereunder, the performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party, but only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, epidemic, pandemic, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

**SECTION 25. GOVERNING LAW; VENUE.**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the State of Texas. The Parties agree that venue is appropriate and shall be the Courts having subject matter jurisdiction over the matters in controversy within Guadalupe County, Texas.

**SECTION 26. WAIVER.** Any failure by either party to enforce the provisions of this Agreement shall in no way constitute a waiver by such party of any contractual right hereunder, unless such waiver is in writing and signed by such party.

**SECTION 27. ATTORNEYS' FEES.** In any dispute relating to this Agreement, the prevailing party shall fully recover from the non-prevailing party all fees, costs and expenses that the prevailing party reasonably incurred in such dispute, including, without limitation, reasonable

attorneys' fees and expenses. In determining which party is the "prevailing party," the Court: (a) **must** take into account the claims pursued, the claims on which the pursuing party was successful, the claims on which the defending party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party; and (b) **must not** take into account any other factors provided by law or otherwise.

**SECTION 28. NOTICES.**

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City Secretary, City of Seguin  
205 North River Street  
Seguin, Texas 78155  
Attn: Kristin Mueller

If to the Service Provider:

Waste Connections – Seguin Hauling

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Seguin, Texas 78155  
Attn: District Manager

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With a Copy to:

Waste Connections  
3 Waterway Square Place, Suite 110  
The Woodlands, Texas 77380  
Attn: Legal Department

With a Copy to:

Waste Connections Lone Star Inc.  
9904 FM 812  
Austin, Texas 78719  
Attn: Division Vice President

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

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PASSED AND APPROVED BY THE CITY OF SEGUIN COMMISSION MEETING AT A  
TIME, AND PLACE IN COMPLETE CONFORMITY WITH ALL APPLICABLE OPEN  
MEETING LAWS AND ALL OTHER APPLICABLE LAWS THIS [REDACTED] DAY OF  
[REDACTED], 2024.

SERVICE PROVIDER:

Waste Connections Lonestar Inc.

CITY:

City of Seguin

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

Its: \_\_\_\_\_

Name: \_\_\_\_\_

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

Its: \_\_\_\_\_

Name: \_\_\_\_\_

ATTEST:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Exhibit A**

### **Municipal Locations**

<b>Facility</b>	<b>Quantity - Container</b>	<b>Frequency</b>
Public Works Facility	2 – 8 yards	3X Week
Utility Complex	2 – 8 yards	3X Week
Library	1 – 2 yards	3X Week
Central Fire Station	Cart service	1X Week
2 Fire sub-stations	Cart service	1X Week
Animal Shelter (Located at Public Works Facility)	1 – 3 yards	4X Week
Animal Shelter	2 Cart service	1X Week
WWTP (Walnut & Geronimo)	2 – 3 yards	2X Week
Water Plant	1 – 8 yards	2X Week
Power Plant & House	Cart service	1X Week
Coliseum Event Complex	2 – 8 yards	3X Week
Fairgrounds	2 – 10 yards	3X Week
Municipal Court	1 – 6 yards	2X Week
Utility Operations Center	3 – 40 yard Roll Off	1X Week
	2 – 8 yards	3X Week
Public Works Yard	2 – 40 yards Roll Off	3X Week
	2 – 20 yards Roll Off	5X Week
Police Department	2 – Cart service	1X Week
City Hall	3 – Recycle Service only	2X Week
<b>Parks</b>		Seasonal, as determined by City
Wave Pool	1 – 10 yards	
Volleyball Complex	1 – 8 yards	
Little League Fields	2 – 8 yards	
<b>Downtown Garbage Cans</b>		Seasonal, as determined by City
S. Travis @ Court St.	1 Container	
N. Camp St @ Gonzales St.	1 Container	
N. Camp St. @ Court St.	2 Containers	
S. Camp St. @ Donegan	2 Containers	
Court Street – between N. River & Austin	2 Containers	
Court Street – between N. Austin & N. Camp St.	1 Container	
N. Austin @ Walnut	1 Container	
N. Austin @ Mountain St.	2 Containers	
N. Austin @ Gonzales St.	2 Containers	
N. Austin @ Court	2 Containers	
S. Austin @ West Donegan	2 Containers	
S. Austin @ Nolte	1 Container	
S. Austin – between Nolte Street & Washington Street	1 Container	

N. River @ Mountain Street	1 Container	
N. River @ Gonzales	3 Containers	
N. River @ Court	2 Containers	
S. River @ E. Donegan	1 Container	

### Portable Toilet & Handwash Stations

Event	Month	Toilets	Handwash Stations
Moonlight & Roses	August	1	1
Business in The Park	August	1	1
Earth Day	August	7	4
Cinco de Mayo	May	10	2
Lone Star Book Festival	May	6	2
Third Thursday	May	2	1
Badges, Bikes, & Tykes	May	3	0
Central Park Concerts	June	1	1
Central Park Concerts	June	1	1
Central Park Concerts	June	1	1
Central Park Concerts	June	1	1
Freedom Fiesta	July	10	2
Patriotic Concert	July	1	1
Fourth of July Flag Raising Parade	July	12	1
Fiestas Patrias	September	10	2
Pecan Fest	October	10	4
Sebastopol	October	1	0
Riverside Cemetery	October	1	0
Art and Wine Walk	October	2	1
Holiday Stroll Parade	November	*6	2
Sip n Stroll	December	-	-
North Pole Stroll	December	-	-

\*Count will service Holiday Stroll Parade, Sip n Stroll, and North Pole Stroll