

**FIRST AMENDMENT TO THE SECOND AMENDED
MUNICIPAL SOLID WASTE AGREEMENT**

This FIRST AMENDMENT TO THE SECOND AMENDED MUNICIPAL SOLID WASTE AGREEMENT (this “Amendment”) is entered into between the City of Boerne, Texas (“City”), acting by and through its duly authorized City Manager, and Waste Management of Texas, Inc. (“Contractor”), acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, the City and Contractor have previously entered into a Second Amended Municipal Solid Waste Agreement (“Agreement”) on or around May 19, 2019, as reflected in Ordinance No. 2019-14, whereby Contractor was granted the exclusive right to operate and provide collection, transportation, and disposal of residential garbage and recyclables and commercial and industrial unit garbage within the City limits, as more particularly set forth in the Agreement; and

WHEREAS, the City and Contractor desire to extend the Agreement term and to make other modifications to the Agreement, as more particularly set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereto agree as follows:

1. This Amendment shall take effect on January 1, 2025.
2. The definition of “Recycling Cart” in Section 1.20 is hereby replaced with the following language:

Recycling Cart: A Contractor owned rubber-wheeled receptacle constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated collection systems and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a residential unit Recycling Cart and its contents shall not exceed 175 pounds. Effective January 1, 2025, Contractor will begin replacing all 64-gallon Recycling Carts located at Residential Units with new Recycling Carts of approximately 96 gallons.

3. Subsection f. of Section 3, titled “Residential and Light Commercial Services” is hereby superseded and replaced with the following language:

f. **DISABLED COLLECTIONS.** Residential Door-To-Truck Service: Contractor will provide, at no additional cost to the City or Residential Unit Customer, residential Door-to-Truck waste collection for residential Customers that the City determines have demonstrated a need or hardship necessitating this special service. The City has sole responsibility for determining which Residential Unit Customers qualify for this special service. The City will provide Contractor with a complete list of qualifying customers’ addresses each time a modification is made. Door-to-Truck collection service means the Customer places their Waste or Recycle Polycart outside their garage or carport rather than curbside. Contractor may refuse to provide this service if the location of the Polycart exceeds 150 feet from the curb line or edge of the pavement and no such service will be provided for Bulky Waste or Brush Collection.

4. Section 9, titled “Service Standards,” is hereby modified to add the following new subsections:

i. SAME-DAY RESIDENTIAL RE-ROUTE. Contractor shall undertake the process of re-routing its services to provide all Residential Units with Waste Services and Recyclables Cart Collection on the same day each week. Contractor shall complete the Same-Day Residential Re-Route no later than December 31, 2025. Upon completion of the Same-Day Residential Re-Route, a same-day fee in addition to the current residential base rate shall apply as set forth in Exhibit A.

ii. COMMUNITY APPEARANCE STANDARD. Contractor agrees to a community appearance standard for Residential Unit Waste and Recycling Carts, which means all such residential Carts will have the same look, appearance, and markings. Contractor agrees to remove old, outdated, and non-conforming Carts and replace those Carts with Carts that meet the community appearance standard.

Contractor agrees to a community appearance standard for commercial waste Containers, which means that all Commercial Unit Dumpsters will have the same paint color, labeling, and markings, so as to present a uniform appearance throughout the City. Contractor agrees to either replace or bring outdated Dumpsters up to the community appearance standard.

j. CART INVENTORY. Contractor agrees to maintain a sufficient inventory of clean Residential Unit Waste and/or Recycling Carts that are available to fulfill Cart replacements. For newly added Residential Units within the City, Contractor will provide a clean Waste and Recycling Cart that meets the community appearance standard.

5. Section 10.a., titled “Term of Franchise” is hereby superseded and replaced with the following language:

a. The term of the Agreement shall be renewed effective January 1, 2025, and shall remain in full force and effect through December 31, 2029. The term of the Agreement shall automatically extend without further action of the Parties for additional terms of five (5) years, each, unless not less than 180 days before the termination of the then-current term, one party advises the other in writing of its desire to terminate this Agreement at the conclusion of the then-current term. January 1 shall remain the Commencement Date of the Agreement.

6. Subsection a of Section 13, titled “Rates, Collection Payment” is hereby superseded and replaced by the following language:

a. The rates to be charged and received by Contractor are as shown in Exhibit A attached to this Amendment and incorporated fully by reference.

7. Subsection b. of Section 13, titled “Rates, Collection, Payment” is hereby superseded and replaced with the following language:

b. City shall assume the duty to bill and collect from all Residential Unit Customers. Within ten (10) days of the end of each month, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for services rendered under this Agreement for the prior month to Residential Units. City shall pay Contractor for the Residential Unit services rendered under this Agreement for the prior month. The City has the right to add and retain any administrative, franchise, or other City fees for Residential Unit billing purposes. The City will add charges for billing and collections as set by its Fee Ordinance. Both of these fees will be retained by the City. The City shall remit payment to Contractor for its services within thirty (30) days after receipt of the invoice. Past due invoices shall bear interest at the highest rate permitted by law.

8. Subsection c. of Section 13, titled “Rates, Collection, Payment” is hereby superseded and replaced with the following language:

c. Contractor shall provide billing and bill collection services for all Commercial Unit, Industrial Unit, and Light Commercial Customers (including multi-family dwellings and trailer park customers that use Polycarts and not Dumpsters or Roll-Offs for garbage) at the rates shown on Exhibit A-1 and A-2, for calendar years 2025 and 2026, respectively, and as adjusted pursuant to Section 14 of the Contract in each year thereafter. Contractor agrees to pay the City the five percent (5%) franchise fee based on payments actually received by Contractor from the Commercial Unit, Industrial Unit, and Light Commercial Unit Customers that Contractor invoices, for the privilege of using the streets, public rights-of-way, and alleys of the City in connection with this franchise. Contractor shall pay the City the franchise fee based on net revenue received by Contractor from such Customers for collection, transportation and disposal of Waste. Net revenue excludes sales tax and the franchise fee itself. Contractor shall either (i) remit the franchise fees to the City within thirty (30) days after the last day of the month of Contractor's actual receipt of such monies or (ii) include the franchise fee amounts it receives directly from Commercial Unit, Industrial Unit, and Light Commercial Units on its monthly Residential Unit invoices to the City as a credit.

9. Subsections a. through c. of Section 14, titled “Adjustment of Rates” are hereby superseded and replaced with the following language:

a. **DUMPSTER AND ROLL-OFF COLLECTION SERVICE RATES.** Effective January 1, 2025, the Base Rates charged by Contractor for the Dumpster and Roll-Off services and equipment are set forth in Exhibit A-1 attached hereto. Effective January 1, 2026, the Base Rates charged by Contractor for Dumpster and Roll-Off services and equipment are set forth in Exhibit A-2. Effective January 1, 2027, and every January 1 thereafter, the Base Rates charged by Contractor for the Dumpster and Roll-Off services and equipment shall be adjusted by the CPI Adjustment and Fuel Adjustment methodology set forth in Section 14.c. below. The haul rate for the City’s Municipal Wastewater Treatment Plant Sludge for the calendar years of 2025 and 2026 are also included in the attached Exhibit A-1 and Exhibit A-2.

b. **RESIDENTIAL UNIT AND LIGHT COMMERCIAL SERVICE RATES.** Effective January 1, 2025, the Base Rates charged by Contractor per Residential Unit and Light Commercial Unit for the Carts and services shall be \$19.79 per unit month as set forth

in Exhibit A-1 attached hereto. Effective January 1, 2026, the Base Rates charged by Contractor per Residential Unit and Light Commercial Unit for the Carts and services shall be \$20.77 per unit per month as reflected in Exhibit A-2. Effective January 1, 2027, and every January 1 thereafter, the then-current Base Rates charged by Contractor per Residential Unit and Light Commercial Unit for the Carts and services shall be adjusted by the CPI Adjustment and Fuel Adjustment methodology set forth in Section 14.c. below.

- c. SENIOR RATE ADJUSTMENT. The Base Rates charged by Contractor per Residential Unit shall be discounted by ten percent (10%) for Senior Residential Units, 65 years and older, as identified by City. City shall be responsible for providing Contractor with an accurate count of Senior Residential Units on a monthly basis as part of its obligation under Section 15(b) herein.
- d. CPI AND FUEL ADJUSTMENT.
 - i. CPI Adjustment: Commencing on January 1, 2027, and on January 1 annually thereafter (the “Adjustment Date”), the then-current Rates, as adjusted hereunder, shall be automatically increased by eighty-five percent (85%) of the percentage increase of the Consumer Price Index, series CUSR0000SEHG02 CPI-U Garbage & Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics (“CPI-U”). The CPI-U adjustment will be calculated using the change in the 12-month annual average of monthly CPI-U index values between the July to August period of the year immediately prior to the Adjustment Date, and the July to August period of the year before. Adjustments to the Contractor’s service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments. The CPI-U published on the first Monday prior to the end of November (or the first business day thereafter if such Monday is a Federal Holiday) shall be used. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI-U, the Parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.
 - ii. Commencing on January 1, 2027, and on January 1 annually thereafter (the “Adjustment Date”), the then-current Rates, as adjusted hereunder, shall be automatically increased or decreased by fifteen percent (15%) of the percentage increase of the EIA Diesel, On Highway, Retail, Fuel Price for the Gulf Coast Region, as published by the United States Energy Information Administration. The Diesel fuel adjustment will be calculated using the change in the 12-month annual average of monthly EIA fuel index values between the July to August period of the year immediately prior to the Adjustment Date, and the July to August period of the year before. Adjustments to the Contractor’s service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.
 - iii. Contractor and City agree that (a) the annual CPI-U adjustment set forth in subsection 14.c.i. above will not be increased by more than five percent (5%) in any one year regardless of the CPI index change calculated for that year, and (b)

the annual Fuel adjustment set forth in subsection 14.c.ii. above will not be increased or decreased by more than five percent (5%) regardless of the actual change in the EIA fuel index calculated for that year.

10. The following new sentence is hereby added to the end of Section 24.a. titled “City Service.”

During the term of this Agreement and upon mutual agreement of the Parties, the Contractor agrees to provide Dumpster(s) and Waste collection services at an agreed upon frequency at any future City facility that is located within the City limits at no additional charge to the City.

11. Subsection 24.b. of the Agreement is hereby superseded and replaced with the following language:

Contractor agrees to provide the City with an annual payment of \$5,000 to be used by the City each year for co-branding of City-sponsored events or festivals. Contractor will make the annual \$5,000 payment to the City each year during the month of January. Additionally, Contractor will provide the following containers and one (1) haul per container, at no charge, at all of the following City-sponsored festivals and activities: five (5) City-sponsored events per year, composed of three (3) smaller events requiring no more than four (4) containers, plus two (2) larger events requiring no more than eight (8) containers. The City agrees to provide Contractor with at least fourteen (14) days’ written notice prior to each City-sponsored event.

12. A new Section 27 is hereby added to the Agreement to provide the following language:

Consultant verifies and certifies that it does not and during the duration of this Agreement will not:

- a. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
- b. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- c. discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended;
- d. operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or
- e. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.

13. Capital words used in this Amendment shall have the meaning assigned in the Agreement or in this Amendment. Nothing contained herein shall be deemed to amend or modify the Agreement, except as expressly set forth herein. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

In Witness Whereof, this Amendment takes effect on January 1, 2025.

City of Boerne, Texas

Waste Management of Texas, Inc.

By: _____

By: _____

Title: _____

Title: _____

Exhibit A-1
Rates Effective January 1, 2025 through December 31, 2025

City of Boerne 1/1/2025								
RESIDENTIAL RATE (Rate listed below does not include City Franchise Fee)								
1x Week Residential Garbage & Recycle (WM Provided Polycarts - Curbside)	\$19.79	<i>Replacement cart cost is \$75.00</i>						
Same-Day Service Fee (Eff. Upon Completion of Re-Route)	\$1.00							
1x Monthly Bulk and Yard Waste (4 Cubic Yard Total - Curbside)	Included							
Unlimited On Call Household Hazardous Waste (At Your Door)	Included							
Extra Polycart	\$7.50							
LIGHT COMMERCIAL CUSTOMERS (Rates below include City's 5% Franchise Fee)								
	1XWK	2XWK						
1 garbage Polycart per Light Commercial Unit	\$20.78	N/A						
Trailer Park Rate - Per Unit (1 - Polycart)	\$20.78	N/A						
2 garbage Polycarts per Light Commercial Unit	\$35.78	N/A						
3 garbage Polycarts per Light Commercial Unit	\$47.78	N/A						
COMMERCIAL AND INDUSTRIAL UNIT RATES (Rates below include City's 5% Franchise Fee)								
	FREQUENCY PER WEEK							
Container Size / Type	1XWK	2XWK	3XWK	4XWK	5XWK	6XWK	7XWK	EXTRA PU
2 Yard FEL Container	\$118.19	\$176.75	\$282.20	\$361.21	\$451.52	\$555.39	N/A	\$25.04
3 Yard FEL Container	\$131.42	\$212.26	\$321.94	\$412.11	\$515.11	\$633.63	N/A	\$30.02
4 Yard FEL Container	\$164.04	\$267.66	\$364.07	\$466.02	\$582.53	\$716.51	N/A	\$31.91
6 Yard FEL Container	\$202.56	\$325.47	\$465.26	\$595.55	\$744.48	\$915.62	N/A	\$38.18
8-Yard FEL Container	\$270.10	\$433.80	\$600.25	\$768.31	\$960.36	\$1,181.23	N/A	\$50.73
10 Yard FEL Container	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
See Other Charges Or Notes Below								
Delivery	N/A							
Lock Bar, MONTHLY	\$21.75							
Casters MONTHLY	\$21.75							
Redelivery Charge for non-payment **	N/A							
Snapshot Charge/Unusual Accumulations/Overage Charge (per incident)	\$150.00							
COMMERCIAL FRONT LOAD COMPACTORS (none currently being used; rates TBD upon request of Customer)								
	1x	2x	3x	4x	5x	6x	7x	XPU
2 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
See Other Charges Or Notes Below								
Delivery	N/A	*Compactor Rate Does Not Include Rental (Choose one and delete the other)						
Lock Bar, MONTHLY	N/A	*Compactor Rate includes Rental						
Casters	N/A							
Redelivery Fee for non-payment	N/A							
Gate or Enclosure Fee	N/A							
Snapshot Charge	Non-Exempt							
Additional Charge	N/A							
Roll Off Rates (Includes 5% Franchise Fee)								
Container Size / Type	Delivery Rate	Rental Rate	BY Month or Day Rate	Hauling Charge (Per Pull + Disp)	Haul Rate per Pull	Disposal Rate per ton over 10 tons		
20 Yard (Open-Top)	\$145.00	\$115.00	Month	\$604.02	N/A	N/A		
30 Yard (Open-Top)	\$145.00	\$115.00	Month	\$708.08	N/A	N/A		
40 Yard (Open-Top)	\$145.00	\$115.00	Month	\$780.59	N/A	N/A		
Receiver Box (Rent Per Month)	N/A	\$115.00	Month	N/A	N/A	N/A		
Municipal 20 Yard (Open-Top)	N/A	Negotiated	Month	\$566.86	N/A	N/A		
Municipal 30 Yard (Open-Top)	N/A	Negotiated	Month	\$669.09	N/A	N/A		
Municipal 40 Yard (Open-Top)	N/A	Negotiated	Month	\$743.43	N/A	N/A		
Municipal Waste Water Treatment Plant	N/A	Negotiated	Month	\$556.01	N/A	N/A		
40 Yard (Compactor)	N/A	Negotiated	Month	N/A	N/A	N/A		
42 Yard (Compactor)	N/A	Negotiated	Month	N/A	N/A	N/A		
REL Charge Rate:				N/A				
TRIP Charge Rate:				N/A				
NOTES / FREE SERVICES								

Exhibit A-2
Rates Effective January 1, 2026 through December 31, 2026

City of Boerne 1/1/2026							
RESIDENTIAL RATE (Rate listed below does not include City Franchise Fee)							
1x Week Residential Garbage & Recycle (WM Provided Polycarts - Curbside)	\$21.82	<i>Replacement cart cost is \$75.00</i>					
1x Monthly Bulk and Yard Waste (4 Cubic Yard Total - Curbside)	Included						
Unlimited On Call Household Hazardous Waste (At Your Door)	Included						
Extra Polycart	\$7.87						
	N/A						
LIGHT COMMERCIAL CUSTOMERS (Rates below include City's 5% Franchise Fee)							
	1XWK	2XWK					
1 garbage Polycart per Light Commercial Unit	\$21.82	N/A					
Trailer Park Rate - Per Unit (1 Polycart)	\$21.82	N/A					
Misc	N/A	N/A					
2 garbage Polycarts per Light Commercial Unit	\$36.82	N/A					
3 garbage Polycarts per Light Commercial Unit	\$48.82	N/A					
COMMERCIAL AND INDUSTRIAL RATES (Rates below include City's 5% Franchise Fee)							
	FREQUENCY PER WEEK						
Container Size / Type	1XWK	2XWK	3XWK	4XWK	5XWK	6XWK	7XWK
2 Yard FEL Container	\$124.10	\$185.5	\$296.31	\$379.28	\$474.09	\$583.15	N/A
3 Yard FEL Container	\$137.99	\$222.8	\$338.04	\$432.71	\$540.86	\$665.31	N/A
4 Yard FEL Container	\$172.24	\$281.0	\$382.27	\$489.32	\$611.65	\$752.33	N/A
6 Yard FEL Container	\$212.68	\$341.7	\$488.52	\$625.33	\$781.70	\$961.40	N/A
8-Yard FEL Container	\$283.60	\$455.4	\$630.26	\$806.73	\$1,008.38	\$1,240.29	N/A
10 Yard FEL Container	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<i>See Other Charges Or Notes Below</i>							
Delivery	N/A						
Lock Bar, MONTHLY	\$22.84						
Casters MONTHLY	\$22.84						
Redelivery Charge for non payment **	N/A						
Snapshot Charge/Unusual Accumulations/Overage Charge (per incident)	\$157.50						
TEMPORARY SERVICE							
6 Yard Temp ***	N/A						
8 Yard Temp ***	N/A	*** Temporary Service includes delivery, rental and removal, and disposal					
COMMERCIAL FRONT LOAD COMPACTORS (none currently being used; rates TBD upon request of Customer)							
	1x	2x	3x	4x	5x	6x	7x
2 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<i>See Other Charges Or Notes Below</i>							
Delivery	N/A	*Compactor Rate Does Not Include Rental (Choose one and delete the other)					
Lock Bar, MONTHLY	N/A	*Compactor Rate Includes Rental					
Casters	N/A						
Redelivery Fee for non payment	N/A						
Gate or Enclosure Fee	N/A						
Snapshot Charge	Non-Exempt						
Additional Charge	N/A						

COMMERCIAL FRONT END LOAD RECYCLING								
Size	1x	2x	3x	4x	5x	6x	7x	XPU
2 Yard FEL Container	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 Yard FEL Container	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 Yard FEL Container	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6 Yard FEL (Cardboard)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 Yard FEL Cardboard	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
See Other Contract Notes Below								
Delivery	N/A							
Lock Bar, MONTHLY	N/A							
Casters MONTHLY	N/A							
Redelivery Fee for non payment	N/A							
Gate or Enclosure Fee	N/A							
Snapshot Charge	Non-Exempt							
Additional Charge	N/A							
Roll Off Rates (Includes City's 5% Franchise Fee)								
Container Size / Type	Delivery Rate	Rental Rate	BY Month or Day Rate	Hauling Charge (Per Pull + Disp)	Haul Rate per Pull	Disposal Rate per ton over 10 tons		
20 Yard (Open-Top)	\$152.25	\$120.75	Month	\$634.22	N/A	N/A		
30 Yard (Open-Top)	\$152.25	\$120.75	Month	\$743.48	N/A	N/A		
40 Yard (Open-Top)	\$152.25	\$120.75	Month	\$819.62	N/A	N/A		
Receiver Box (Rent Per Month)	N/A	\$120.75	Month	N/A	N/A	N/A		
Municipal 20 Yard (Open-Top)	N/A	Negotiated	Month	\$595.20	N/A	N/A		
Municipal 30 Yard (Open-Top)	N/A	Negotiated	Month	\$702.55	N/A	N/A		
Municipal 40 Yard (Open-Top)	N/A	Negotiated	Month	\$780.60	N/A	N/A		
Municipal Waste Water Treatment Plant	N/A	Negotiated	Month	\$583.81	N/A	N/A		
40 Yard (Compactor)	N/A	Negotiated	Month	N/A	N/A	N/A		
42 Yard (Compactor)	N/A	Negotiated	Month	N/A	N/A	N/A		
REL Charge Rate:			N/A					
TRIP Charge Rate:			N/A					
NOTES / FREE SERVICES								