

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION
WASTE IN THE CITY OF JOSHUA, TEXAS**

April 1, 2025

EXCLUSIVE FRANCHISE FOR THE COLLECTION, HAULING, AND DISPOSAL OF MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE IN THE CITY OF JOSHUA, TEXAS STATE OF TEXAS COUNTY OF JOHNSON

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of the 1st day of April 2025, by and between Waste Connections Lone Star, Inc., a Texas Corporation (the "Service Provider") and the City of Joshua, 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 and Construction and Demolition Waste (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:

Bag - Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. The total weight of a bag and its contents shall not exceed thirty-five (35) lbs.

Bulky Item - Any item not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches, and other similar household items.

Bundles - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers, and tree trimmings.

Business Day - Any day that is not a Saturday, a Sunday, or any other day on which banks are required or authorized by law to be closed in the City.

Commercial Unit - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its business, including, but not limited to, restaurants, stores, and warehouses.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, or bulky items.

Container - Any receptacle, including, but not limited to, dumpsters, roll-offs, and roll-outs, provided by the Service Provider or the Residential Unit and utilized by a Commercial, Industrial, or Residential Unit for collecting Municipal Solid Waste or Construction and Demolition Waste. Containers are designed to hold between eighteen (18) gallons and forty (40) cubic yards of Solid Waste.

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 federal or State of Texas statute, rule, order or regulation.

Handicapped Residential Unit - Any residential dwelling that is inhabited by persons who are unable to place Municipal Solid Waste at the curbside and that generates and accumulates Municipal Solid Waste. The identities of a Handicapped Residential Unit shall be certified by the City Manager.

Holidays - The following days:

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

Industrial Unit - Any manufacturing, mining, or agricultural facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its operations.

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas or the

appropriate governing agency for landfills located outside the State of Texas.

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

Municipal Solid Waste - Solid Waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

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) cubic yards to forty (40) cubic yards of capacity.

Roll-Out - A Container with ninety-five (95) gallons of capacity.

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

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34).

White Good - 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 bathtub, heater, hot water heater, refrigerator, sink or washer and 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 and Construction and Demolition Waste, the exclusive franchise, license, and privilege to collect, haul or dispose of Municipal Solid Waste and Construction and Demolition Waste over, upon, along and across the City's present and future streets, alleys, bridges, and public properties. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City shall take any and all appropriate legal action against any company, customer, or third party infringing upon the exclusive rights of the Service Provider.

SECTION 3. OPERATIONS AND SERVICES

A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul, or dispose of all Municipal Solid Waste and Construction and Demolition Waste (as provided herein) (i) generated and accumulated by Commercial, Industrial, and Residential Units, and (ii) placed within Containers by those Commercial, Industrial, and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units, and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

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 recycling or disposal of Municipal Solid Waste and Construction and Demolition Waste, the title to all Municipal Solid Waste and Construction and Demolition Waste collected, hauled and recycled or disposed of by the Service Provider under this Agreement over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

SECTION 4. SERVICE PROVIDER'S DUTIES AND OBLIGATIONS

It shall be the duty and obligation of the Service Provider to perform the following services:

A. Provisions of Equipment and Facilities. Service Provider agrees to furnish trucks, equipment, machinery, tools, personnel, labor, disposal, and any and all other items necessary and sufficient to fulfill its obligations under this Agreement, at its own expense, to adequately, efficiently, and properly collect and transport garbage, brush, debris, bulky items, bundled, bagged, or boxed bundled items, and other refuse from residential and commercial properties within the corporate limits of the City in a systematic, clean, healthful, and sanitary manner.

B. Disposal of Material Collected. Service Provider will dispose of in a legal manner all Municipal Solid Waste and Construction and Demolition Waste. All vehicles used by the Service Provider for the collection of Municipal Solid Waste and Construction and Demolition Waste shall be protected at all times while in transit to prevent leakage or the blowing or scattering of refuse onto the public streets of the City or property adjacent thereto. Further, such vehicles shall be clearly marked with the Service Provider's telephone number and name in letters and numbers not less than four (4) inches in height.

C. Sanitation and Health. All collection equipment shall be washed and deodorized as necessary but at a minimum of once per week. Service Provider shall establish and enforce

in its operations and among its employees such regulations in regard to cleanliness and disposal of Municipal Solid Waste, Construction, and Demolition Waste as will tend to prevent the inception and spread of infectious or contagious disease and to effectively prevent the creation of a nuisance on any property, either public or private.

D. Routes and Schedules. Service Provider agrees to establish daily routes and special schedules for the collection of Municipal Solid Waste and Construction and Demolition Waste as necessary to fulfill the requirements of this Agreement. Further, the Service Provider will utilize written route books for use in the collection of refuse from all customers. A copy of each route book currently in use by the Service Provider will be provided to the City upon request and updated monthly so that the City shall at all times have full knowledge of the designated route to be followed by the Service Provider. The City shall have the right to require alteration of service to any premises where unsightly or unsanitary conditions have resulted from inadequate commercial containers or an insufficient number of collections.

E. Customer Service. The Service Provider agrees to field all inquiries and complaints from Commercial, Industrial, and Residential Units relating to the collection, hauling, and disposal of Municipal Solid Waste and Construction and Demolition 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. However, the City shall handle all calls regarding new residential services.

F. Labor Force and Equipment. Service Provider shall employ only superintendents, supervisors, and workers who are careful, competent, and fully qualified to perform the duties or tasks assigned to them and shall secure the summary dismissal of any person or persons employed by the Service Provider in or about or on the work who shall misconduct themselves or be in the proper performance of their duties or who shall neglect or refuse to comply with or carry out the directions of Service Provider.

All workers shall have sufficient skill, ability, and experience to properly perform the work assigned to them and operate any equipment necessary to properly carry out the performance of their assigned duties.

G. The Service Provider will be responsible for the repair of damage to paved surfaces on public streets, alleys, thoroughfares, bridges, or easements when such damage is caused by the Service Provider's negligent operation of its collection equipment. Service Provider will not be responsible for normal wear and tear of public rights of way or regular maintenance of such rights of way. Substantiation of cause shall be determined by the mutual contract of the City and Service Provider. At no time shall the Service Provider operate collection equipment in the City's limits that: (i) is loaded to the extent that load exceeds the weight allowed by law for the rating of said

vehicle; or (ii) is loaded to the extent that the combined weight of the load and vehicles exceeds the weight allowed on the public streets, alleys, thoroughfares, bridges, or easements on which the vehicle is traveling if such street, alley or bridge has received a weight limitation rating.

SECTION 5. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS

A. Single-Family Residential Units. The Service Provider will collect Municipal Solid Waste from Single-Family Residential Units twice per week, provided that (i) such Municipal Solid Waste is placed in Containers and (ii) such Containers are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day.

B. Excess or Misplaced Municipal Solid Waste. Notwithstanding anything to the contrary contained herein, the Service Provider shall only be responsible for collecting, hauling, and disposing of Municipal Solid Waste placed inside the Containers. Municipal Solid Waste in excess of the containers' limits or placed outside or adjacent to the containers will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste may be collected on occasion and within reason, due to holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion; the Service Provider shall only be required to collect a maximum of ten (10) Bags of leaves.

C. Handicapped Residential Units. Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Containers and/or Bags, provided that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need.

SECTION 6. COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS

The Service Provider will collect Municipal Solid Waste from Commercial, Industrial, and Multi-Family Residential Units one, two, three, four, five, or six times per week, as provided for in Section 9.B. hereof. The Service Provider shall only be responsible for collecting, hauling, and disposing of Municipal Solid Waste placed inside the Containers provided by the Service Provider or Bags. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial, and Multi-Family Residential Units and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial, or Multi-Family Units' Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.B. hereof.

SECTION 7. SPECIAL COLLECTIONS AND SERVICES

A. Municipal Locations. The Service Provider will provide, at no cost to the City, Containers to collect Municipal Solid Waste at certain municipal locations within the City once or twice per week, as needed. Specifically, the provisions of this Section 6.A. shall apply to the following locations:

Four (4) Poly Cart Containers at City Hall- Twice per week collection

One (1) Four Cubic Yard Container at the Fire Department - once per week collection

One (1) Six Cubic Yard Container at the Street Department - once per week collection

One (1) Six Cubic Yard Container at the Police Department - once per week collection

One (1) Six Cubic Yard Container at Animal Control - once per week collection.

One (1) Four Cubic Yard Container at Parks and Recreation once per week collection

Two (2) Six Cubic Yard Containers at the City Park once-per-week collection

B. Special Events. The Service Provider will provide, at no cost to the City, with a total of twenty (20) 30-yard size containers at the City Facility Building as needed on an annual basis. In addition, on two (2) specified days per year agreed to by the Service Provider and the City (one in winter and one in the summer), the Service Provider shall allow residents of the City to dump Municipal Solid Waste at the Waste Connections Turkey Creek Landfill free of charge upon proof of residency by showing their garbage bill.

C. Public Education Activities. Service Provider will take the following steps to inform and educate Residential Customers regarding Service Provider's commencement of services under this Agreement, at Service Provider's sole cost: (i) Distribute a professionally prepared brochure to each Residential Unit at least one (1) time approximately four (4) weeks before the commencement of the Term of this Agreement (\$5,000 annually). The brochure shall describe the services being provided hereunder and any changes from previous services rendered under previous agreements, the Service Provider's contact information to be used by Residential Customers wishing to ask questions or lodge complaints, and any other relevant information necessary to enhance community education; (ii) Provide to City a sufficient number of additional copies of the above-described brochure to allow City to provide to people requesting such information; and (iii) Coordinate with and supply all information reasonably requested to facilitate the City's efforts to notify Residential Customers of any changes to services resulting from this Agreement.

SECTION 8. BULKY ITEMS AND BUNDLES

A. Pre-Arranged Collections. The Service Provider will collect Bulky Items and Bundles

from Single-Family Residential Units once per week as part of the Municipal Solid Waste Collection in Section 5, as designated by the Service Provider, provided that the Bulky Items or Bundles (i) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (ii) are reasonably contained, and (iii) do not exceed four (4) cubic yards in total volume or have any individual item exceeding fifty (50) pounds in weight. Furthermore, the Service Provider shall only be required to collect a maximum of three (3) Bulky Items per collection day from each Single-Family Residential Unit. The Service Provider shall only be responsible for collecting, hauling, and recycling or disposing of Bulky Items from those Single-Family Residential Units that have complied with this Section 7. A. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

B. Negotiated Collections. It is understood and agreed that the service provided under Section 7.A. does not include the collection of Bulky Items and Bundles comprised of Construction and Demolition Waste, White Goods, or any materials resulting from remodeling, general property clean-up, or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off Services. A Single-Family Residential Unit may also negotiate a collection for loose brush and items that exceed the size limits of a Bulky Item.

SECTION 9. TITLE TO 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.

SECTION 10. 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. Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge the rates contained in Exhibit "A", attached hereto. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits.

B. Commercial, Industrial, and Multi-Family Residential Unit Services. For the Services provided to Commercial, Industrial, and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge per month for each Container. utilizing. the rates contained in Exhibit "A," attached hereto.

These rates shall apply to any Commercial, industrial, and Multi-Family Residential Units that are located within the City's corporate limits.

C. Roll-Off Services. For the Services provided under Sections 7.A and 11 hereto, the Service Provider shall charge for each Roll-Off utilizing the fees contained on Exhibit "A", attached hereto.

The Service Provider will negotiate agreements with each Commercial, Industrial, or Residential Unit on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial, or Residential Units and will be collected by the Service Provider. The Roll-Offs provided pursuant to this Section 9C must be located within the City in accordance with City ordinances and policies.

SECTION 11. RATE ADJUSTMENTS

A CPI 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, with a 5% cap in the CPI 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 Consumer Price Index published by the U.S. Department of Labor, Bureau of Statistics, for all-Urban Consumers: United States, All Items (1982-84 = 100).

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 withhold, condition, or delay its consent to 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 ninety (90) days' written notice to the City.

SECTION 12. EXCLUSIONS

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling, or disposal of any hazardous waste, animal or human, dead animals, auto parts, used tires, concrete, dirt, gravel, rock or sand from any container provided by the Service Provider located at any Commercial, Industrial or Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts, used tires, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's Roll-Off Services.

SECTION 13. TERM OF AGREEMENT

The term of this Agreement shall be five (5) years, commencing on April 1, 2025, and concluding on April 1, 2030. At the expiration of the term, the Agreement may be extended for another five (5) years upon mutual agreement of the parties.

SECTION 14. ASSIGNMENT

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City.

SECTION 15. ENFORCEMENT

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. 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 Commercial, Industrial, or Residential Units utilizing such Containers.

SECTION 16. PROCESSING, BILLING, AND FEES

A. On a monthly basis, the Service Provider agrees to bill and collect the rates and fees charged under Section 9 hereto, listed in Exhibit "A," from all Residential, Commercial, Industrial, and Roll-Off Units and to bill and collect the rates and fees charged under Section 9 hereto for all Roll-Off Services requiring the collection, hauling, and disposal of Municipal Solid Waste within the City's corporate limits (the "Commercial and Roll-Off Monthly Statement"). Thereafter, the Service Provider will remit to the City an amount equal to a franchise fee equal to six percent (6 %) of the gross receipts collected by the Service Provider from the billing to Residential, Commercial, Industrial Units, and Roll-Off Services (the "Commercial and Roll-Off Franchise Fee"). Along with this Commercial and Roll-Off Franchise Fee, the Service Provider agrees to provide the City with a computer printout establishing the dollar amount and the number of commercial billings per account by the Service Provider each month. Said printout and any amounts due to be provided to the City shall be delivered no later than the twentieth (20th day of the month following the month billed.

B. The City agrees to aggressively enforce the duty of all Residential, Commercial, and Industrial customers (the "Customers") to pay the rates and fees established in the Agreement.

SECTION 17. 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 or Construction and 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 or Construction and Demolition Waste placed outside of the containers by any Commercial, Industrial or 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 Commercial, Industrial, or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Construction and Demolition Waste. Should excess Municipal Solid Waste or

Construction and Demolition Waste continue to be placed outside of the Containers, the City shall require the Commercial, Industrial, or Residential Unit to increase the frequency of collection of such Municipal Solid Waste or Construction and Demolition Waste or require the Commercial, Industrial or Residential Unit to utilize a container with sufficient capacity so that the excess Municipal Solid Waste or Construction and Demolition Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9 hereof and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 18. NON-COLLECTION AND COMPLAINTS

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial, or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof 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 Municipal Solid Waste, or Construction and Demolition Waste to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste or Construction and Demolition Waste and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will provide notification to the Commercial, Industrial, or Residential Unit of the reason for such non-collection unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Items, or Bundles out for collection.

B. The Service Provider's local office shall be open for customers to make complaints, requests for information, requests for service, etc., from 8:00 a.m. to 5:00 p.m. Monday through Friday and from 8:00 a.m. to noon Saturday, excluding legal holidays. The Service Provider agrees to secure an annual listing in the Fort Worth Telephone Directory under the name by which it conducts business in the community.

C. The Service Provider's local office shall have a person responsible for collecting hours on collection days and shall be equipped with sufficient attendants to receive telephone calls. Attendants(s) shall respond to calls in a courteous manner within the following twenty-four (24) hour period.

D. Throughout the term of the Agreement, the Service Provider shall establish and maintain an authorized Managing Agent and shall designate in writing to the City Manager the name, telephone number, and address of such agent to whom the City may serve all notices of complaints received from citizens of the City.

E. All service complaints shall initially be directed to the Service Provider and shall be resolved within twenty-four (24) hours. Service Provider shall supply the City with copies of all complaints on a form approved by the City indicating the disposition of each complaint. The form shall indicate the day and hour on which the complaint was received and resolved. When a complaint is received on the day preceding a holiday or a weekend, it shall be serviced on the next working day.

F. The City shall notify the Service Provider of each complaint reported to the City so the Service Provider can take whatever reasonable steps are necessary to remedy the cause of the complaint. The Service Provider shall notify the City of its disposition within twenty-four (24) hours after receiving the complaint.

G. The Service Provider shall provide the City with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property caused by the actions of the Service Provider's employees, agents, and subcontractors.

H. Service Provider shall notify all customers about procedures, rules, regulations, and days of collection whenever there is a change in service. Notice is to be in the form of printed matter distributed by Service Provider to all premises served by Service Provider at least thirty (30) days prior to any change in the procedures, rules, and regulations, days of collection, service, etc. Such notice must be approved by the City prior to distribution.

I. The City shall send out annual mailings prepared by the Service Provider explaining to residential customers about trash, recycling, and bulk/brush pick-up service requirements, days of collection, procedures, etc. The first distribution shall be executed upon the effective date, the second shall be six (6) months from that date, and so forth.

J. The City Manager or her designee shall be responsible for deciding questions of dispute between the City, Service Provider, and/or a customer as to the validity of any complaint or the decision of the City of Joshua City Manager on such matters shall be final and all parties agree to abide by said decision; provided, however, that when Service Provider challenges any complaint or failure to perform under this Agreement, the City Manager may, in his/her sole discretion, request a joint inspection by a representative of the City and a representative of Service Provider. However, such inspection shall not alter the City Manager's discretion to make the final decision regarding such matter.

K. When the City is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste or Construction and Demolition Waste has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City

from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste or Construction and Demolition Waste from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste or Construction and Demolition Waste on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

L. Employees of Service Provider shall not be required to expose themselves to the danger of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but Service Provider shall immediately notify the City, in writing, of such condition and of Service Providers inability to make collection.

M. Service Provider may cancel a portion or all of a scheduled service day due to hazardous weather conditions and shall notify the City, in writing, of such cancellation.

SECTION 19. HOURS OF SERVICE

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide at least one (1) collection day per week.

SECTION 20. REPORTING REQUIREMENTS

The Service Provider shall be required to provide the following reports or notifications to the City. The report formats will be mutually agreed to by the Service Provider and the City.

Monthly Reports. Complete and accurate Monthly Reports must be submitted to the City on or before the twentieth (20th) of each month during the Term of the Agreement. Monthly Reports shall include resident (address) and route-by-route information regarding participation rates and tonnage collected. All the information provided in the report becomes the property of the City. The City shall have the right to use the data for whatever purposes it deems appropriate.

Monthly reports must contain at least the following information:

- Number of Residential Units served;
- Number of Commercial facilities served;
- Monthly tonnages by each category of service;
- Residential MSW;
- Residential Bulk;
- Commercial;
- Roll Off; and
- Customer complaints received by the Service Provider are arranged and listed by category, including date, address, complainant, nature of complaint, and resolution.

Annual Reports. No later than thirty (30) calendar days after the end of each calendar year, the Service Provider will submit to the City an annual report covering the immediately preceding Contract year and include the following information:

1. A collated summary of the information contained in the monthly reports, including reconciliation of any and/or adjustments from prior reports.
2. A discussion of highlights and other noteworthy experiences along with measures to resolve problems, increase efficiency, and increase participation.
3. A description of all public information programs undertaken with audiences reached and media used.

SECTION 21. COMPLIANCE WITH APPLICABLE LAWS

Service Provider hereby agrees to comply with all applicable federal, state, and local laws, including the Fair Labor Standards Act and rules, regulations, orders, and decrees of the Texas Department of State Health Services, the Texas Commission on Environmental Quality (formerly the Texas Natural Resources Conservation Commission), the United States Environmental Protection Agency. **Service Provider shall indemnify and hold harmless the City, its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, order, or decree, whether such violation was by Service Provider, its agents or employees, or any Service Provider or assignee.** Service Provider shall not be required to collect or dispose of any oil, sludge, fecal material, any radioactive, pathological, toxic, acidic, or volatile material, or other hazardous waste or improper waste from any commercial or residential customer. Should the Service Provider elect to dispose of such materials, the Service Provider shall take such steps and precautions as are required by the applicable laws governing the disposal of such material.

SECTION 22. DUE CARE

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS

The Service Provider shall not deny employment to any person on the basis of race, creed, or religion and will ensure that all federal and state laws pertaining to salaries, wages, and operating requirements are met or exceeded. The Service Provider, its agents, servants, and employees shall perform the Services in a courteous, competent, and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants, and employees while such agents, servants, and employees are acting within the scope of their employment or agency.

SECTION 24. INSURANCE COVERAGE

The Service Provider shall not commence work under this Agreement until the Service Provider has obtained all the insurance required under this Agreement, certificates evidencing such coverage are received by the City, and such insurance has been approved by the City; the Service Provider shall be responsible for delivering to the City Service Providers certificate of insurance for approval. The Service Provider shall include the coverage of all subservice providers in any insurance policy it carries. The City shall also be named as an additional insured on each policy described in subsections (2) through (5) below, which contain a waiver of subrogation against the City. All insurance policies shall contain a provision that states that coverage under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City. The failure by the Service Provider to keep in full force and effect any insurance required by this Agreement shall be deemed a breach of this Agreement.

(1) Workers Compensation Insurance- The Service Provider shall maintain, during the life of this Agreement, Worker's Compensation Insurance in the statutory amounts on all employees to be engaged in work under this Agreement and for all sub-Service Providers. In case any classes of employees engaged in hazardous work under this Agreement are not protected under the Worker's Compensation Statute, the Service Provider shall provide adequate employer's general liability insurance for the protection of such employees not so protected.

(2) Comprehensive General Liability Insurance. The Service Provider shall procure and shall maintain during the life of this Agreement Public Liability and Property Damage Insurance in an amount not less than \$5,000,000 covering each occurrence on account of bodily injury, including death, and in an amount not less than \$1,000,000 covering each occurrence on account of property damage.

(3) Automobile Insurance- Bodily Injury and Property Damage- Service Provider shall procure and maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance in an amount not less than \$500,000 for injuries including accidental death to any one person and, subject to the same limit for each person, an amount not less than \$1,000,000 on account of one accident, and automobile property damage insurance in an amount not less than \$500,000.

(4) Additional Coverage- Any insurance coverage that is required by statute, which is not expressly stated herein, shall be maintained in accordance with statutory requirements.

(5) Excess Umbrella Liability Insurance- \$5,000,000 per occurrence.

Scope of Insurance- The insurance required under the above paragraphs shall provide adequate protection for the Service Provider and its sub-Service Providers, respectively, against damage claims that may arise from operations under this Agreement, whether such operations be by the insured or by anyone directly or indirectly employed by the insured. All insurance requirements made upon the Service Provider shall apply to a sub-Service Provider's work operation.

Local Agent for Insurance and Bonding- The insurance and bonding companies with whom Service Providers insurance and performance bonds are written shall be authorized to do business in the State of Texas and shall be represented by an agent or agents having an office located within Johnson County, Texas or a county with a contiguous border to Johnson County, Texas. Each such agent shall be a duly qualified person, upon whom service of process may be had, and must have authority and power to act on behalf of the insurance and/or bonding company to negotiate and settle with the City, or any other claimant, any claims that the City or other claimant, or any property owner who has been damaged, may have against Service Provider or its insurance or bonding company. If the local insurance representative is not so empowered by the insurance or bonding companies, then such authority must be vested in a local agent or claims officer residing in the Fort Worth-Dallas metropolitan area. The name of the agent or agents shall be set forth on all such bonds and certificates of insurance. Service Provider shall keep the required insurance in full force and effect at all times during the term of this Agreement and any renewals thereof. Service Provider shall furnish to the City a certificate of insurance on a form approved

by the City, evidencing that Service Provider has obtained the required insurance coverage. All policies shall provide that they may not be changed or canceled by the insurer in less than five (5) days after the City has received written notice of such change or cancellation.

SECTION 25. INDEMNITY

The Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers, and servants 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) caused by a willful or negligent act or omission of the Service Provider, its officers, and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers, and servants.

SECTION 26. 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.

- A. PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON.

- B. SERVICE PROVIDER SHALL LIKEWISE ASSUME ALL RESPONSIBILITY AND LIABILITY FOR AND SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF THE SERVICE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBSERVICE PROVIDERS, LICENSEES, OR INVITEES, INCLUDING WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS, EXPENDED BY THE CITY IN ANY SUIT OR CLAIM AGAINST THE SERVICE PROVIDER.

SECTION 27. TERMINATION

In the event of an alleged breach by the Service Provider, if any, of the terms, covenants, or

provisions herein contained, the City shall notify the Service Provider of such alleged breach, and if same is not resolved within five (5) business days from such notice, City may, upon a determination (at a hearing as described herein) that a substantial breach has occurred and is continuing, terminate this Contract. Notwithstanding the above, if such breach does not involve the failure to pay funds to the City when due, and if Service Provider has diligently pursued resolution of a reported breach and said breach has not been cured within the five business day cure period, then the City will continue to allow Service Provider to diligently pursue the actions necessary to cure the breach until either Service Provider has ceased diligently pursuing a cure or the breach is cured. The hearing prerequisite to such termination shall not be held until notice of such hearing has been given to the Service Provider at the address shown on the records of the City, and a period of at least ten (10) days has elapsed since the mailing of delivery of such notice. The notice shall specify the time and place of the hearing and shall include the alleged reasons for termination of this Contract.

The hearing shall be conducted in public by the City Council of the City of Joshua, and the Service Provider shall be allowed to be present and shall be given full opportunity to respond and defend against such charges and allegations as set out against it in the notice. If, after the hearing is concluded, the City Council shall reasonably determine that a substantial breach of the terms, covenants, or provisions of this Contract, as set forth in the notice, has occurred, it may terminate this Contract, and the same shall be null and void. This Contract may, at the option of the City, be terminated in the event of bankruptcy, receivership, or an assignment for the benefit of creditors by the Service Provider.

SECTION 28. FORCE MAJEURE

The performance of this Agreement may be suspended, and the obligations hereunder shall be excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused 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, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 29. GOVERNING LAW AND VENUE

This Agreement shall be governed in all respects, including as to validity, interpretation, and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The venue shall lie in Johnson County, Texas.

SECTION 30. ATTORNEYS' FEES

The prevailing party in any dispute between the parties arising out of the interpretation, application, or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

SECTION 31. MISCELLANEOUS

A. Service Provider shall at all times observe all City ordinances controlling or limiting those engaged in performing work under this contract; provided, however, that nothing contained in any ordinance now in effect or hereafter adopted pertaining to the collection of brush, debris, garbage, hazardous waste, bulky items, refuse, bundled or boxed items or other trash shall in any way be construed to affect, change or modify or otherwise alter the duties, responsibilities and operation of Service Provider in the performance of the terms of this contract. It is the intention hereof that the Service Provider be required to perform the terms of this contract regardless of the effect of the interpretation of any municipal ordinance which in any way relates to brush, debris, garbage, hazardous waste, bulky items, refuse, bundled or boxed bundled items or trash.

B. Multiple Originals. This agreement may be executed in multiple originals, each of which shall be deemed for all purposes to be original and all of which are identical.

C. Paragraph Headings. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

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D. Successors and Assigns. All of the terms, covenants, and agreements contained herein shall be binding upon and shall ensure the benefit of successors and assigns of the respective parties hereto.

E. Notices. Notices from either party to the other party shall be sufficient if sent by certified mail, postage paid, return receipt required, addressed to the other party at the addresses designated below each party's signature hereunder.

F. Governmental Powers. It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

G. Taxes. Service Provider shall pay all federal, state, and local taxes, including sales tax, social security, worker's compensation, unemployment insurance, and any and all other

required taxes which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in performance of this contract.

K. Licenses, Permits, and Fees. The Service Provider agrees to obtain and pay for all licenses, permits, certificates, inspections, and all other fees required by law or otherwise necessary to perform the services prescribed hereunder. The Service Provider shall also pay, at the Service Provider's own expense, all disposal fees associated with the collection, removal, and disposal of refuse.

SECTION 32. ACCEPTANCE

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS _____ DAY of _____, 2025.

Waste Connections Lone Star, Inc.

City of Joshua

By: _____

By: _____

Title: _____

Title: _____

Signed and sealed this ____ day of _____, 2025.

EXHIBIT A CITY OF JOSHUA, TEXAS RATE SHEET



WASTE CONNECTIONS LONE STAR, INC

4001 Old Denton Rd, Haltom City, Texas 76117
 Contact: Abel Moreno; District Manager
 Phone: (817) 222-2221

City of Joshua RATE SHEET

Effective: March 2025 BILLING

RESIDENTIAL CURBSIDE COLLECTION:	\$15.50	per month, per Single-Family Residential Unit
ADDITIONAL TRASH TOTES:	\$7.00	per month, per Single-Family Residential Unit
COMMERCIAL COLLECT:	\$39.41	per month, per Commercial Collect Unit

Residential Service is billed by Waste Connections
 Commercial Service is billed by Waste Connections

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	\$35.29	\$154.14	\$275.58	\$390.01	\$550.82	\$758.99	\$137.37
3 Cubic Yd	\$112.10	\$200.88	\$357.33	\$506.78	\$702.94	\$934.39	\$137.37
4 Cubic Yd	\$128.45	\$247.58	\$394.68	\$565.17	\$758.98	\$934.17	\$137.37
6 Cubic Yd	\$189.16	\$326.94	\$448.41	\$611.86	\$798.70	\$985.56	\$137.37
8 Cubic Yd	\$205.14	\$380.97	\$534.83	\$714.61	\$929.50	\$1,156.02	\$137.37

Commercial Overage per Dumpster	\$90.00
Containers w/ Casters	\$22.05
Containers w/ Locks or Gates	\$22.05

ROLL OFF RATE SCHEDULE

CONTAINER SIZE	ROLL OFF OPEN TOPS				
	HAUL	DELIVERY	DISPOSAL	DAILY RENT	DRY-RUNS
20 Cubic Yd	\$303.19	\$129.94	\$36.75	\$6.07	\$138.60
30 Cubic Yd	\$303.19	\$129.94	\$36.75	\$6.07	\$138.60
40 Cubic Yd	\$303.19	\$129.94	\$36.75	\$6.07	\$138.60
ROLL OFF COMPACTORS-MSW					
30 Cubic Yd	\$533.25	Negotiable	\$36.75	Negotiable	\$138.60

Franchise and Billing Fees:

Residential:	6.0%
Commercial:	6.0%

- * All rates are inclusive of all franchise and billing fees
- * Rates do not include any Sales Tax
- * Rates do not include any Fuel Surcharges

BULK COLLECTION INFORMATION:

- (1) 4 cubic yards will be collected on 2nd pickup day at no additional charge including small bundles of Brush (HAND COLLECT)
- (2) \$35 per cubic yard for large brush/bulk collection needing the Claw Truck