

**AMENDMENT NO. 5 TO AMENDED AND RESTATED
SOLID WASTE COLLECTION AND DISPOSAL SERVICES AGREEMENT**

This **Amendment No. 5 to Solid Waste Collection and Disposal Services Agreement** ("*Amendment No. 5*") is entered into effective May 1, 2025, between **Block House Municipal Utility District**, a municipal utility district operating under Chapters 49 and 54 of the Texas Water Code (the "*District*"), and **Texas Disposal Systems, Inc.**, a Texas corporation ("*Contractor*").

RECITALS

WHEREAS, the District and Contractor previously entered into an Amended and Restated Solid Waste Collection and Disposal Services Agreement, dated effective June 1, 2018, an Amendment No. 1 to Amended and Restated Solid Waste Collection and Disposal Services Agreement, dated effective May 1, 2020, an Amendment No. 2 to Amended and Restated Solid Waste Collection and Disposal Services Agreement, dated effective March 1, 2022, Amendment No. 3 to Amended and Restated Solid Waste Collection and Disposal Services Agreement, dated effective October 1, 2022, and Amendment No. 4 to Amended and Restated Solid Waste Collection and Disposal Services Agreement, dated effective December 1, 2022 (collectively, the "*Agreement*"); and

WHEREAS, the District and Contractor now mutually desire to amend the Agreement to make certain changes as set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the District and Contractor agree as follows:

1. Services To Be Performed. (a) Subsection "B" in Section III of the Agreement is hereby amended to add the following language:

Additionally, the Contractor will undertake District-wide collection of curbside collection of Bulky Waste, Refuse, and brush and other yard waste from each occupied Residential Unit in the District twice per year on dates to be established in negotiations with the General Manager of the District. The District Manager will provide at least four weeks of advanced notice to the Contractor when requesting a District-wide collection event. However, the parties agree that it is the intent of the District for the two events to occur in July and January. Used motor oil, tires, batteries, and any household items that contain coolants or hazardous materials will not be collected.

(b) Subsection "F" in Section III of the Agreement is hereby added to the Agreement with the following language:

F. Provision of Portable Toilets for Events in District. The Contractor will provide portable toilets for: the "Back to School Bash" (two ADA portable toilets and two hand washing stations); the Fourth of July Event (six portable toilets, including one ADA portable toilet, and two hand washing stations); and four annual Tidal Waves swim meets that occur at Apache Pool (two portable toilets). Contractor agrees to work with the General Manager of the District in scheduling the provision of such services. The District's General Manager will undertake best efforts to notify the Contractor at least four weeks prior to confirm the dates

of the events described in this Subsection. The District will not be obligated to pay any additional compensation to the Contractor beyond the rates defined in **Exhibit “D”** to the Agreement.

2. **Compensation.** Subsections “B” and “C” in Section V of the Agreement are hereby amended to remove the existing language and replace with the following language:

“B. **Monthly Rate.** From the effective date of this Agreement through September 30, 2025, the monthly fee to be paid to the Contractor for solid waste service and single-stream recycling service will be \$32.37 per occupied Residential Unit (consisting of a \$29.49 ‘Refuse and Recycle’ charge and a \$2.88 ‘Commodity Adjustment Fee’). Additionally, the Contractor will be paid \$206.23 per month for the collection of waste in the Container in Jumano. For the avoidance of any doubt, the monthly rate relating to the Container at Jumano will be subject to the Adjustment described in subsection V.C.”

“C. **Adjustment.** Subsequent to the adoption of Amendment No. 5, on October 1 of each year during the term of this Agreement, as amended, commencing October 1, 2023, the applicable monthly rate to be paid to the Contractor will be increased by 3.75%, as depicted on the attached **Schedule “D”**.”

2. **Exhibit “D”** to the Agreement is hereby replaced with the attached **Schedule “D”**.

3. **Definitions.** Capitalized terms used in this Amendment and not otherwise defined herein will have the meanings set forth in the Agreement.


4. **Ratification; Conflict.** Except as expressly modified herein, the District and Contractor agree that the Agreement continues in full force and effect. If there is any conflict between the terms of the Agreement and the terms of this Amendment, this Amendment will control.


5. **Counterpart Execution.** This Amendment may be executed in any number of counterparts, including execution by facsimile or email (e.g., .PDF), with the same effect as if all parties hereto had signed the same document, and all counterparts will constitute one and the same agreement.

[signature pages follow]


Executed on the dates set forth below to be effective May 1, 2025.

**BLOCK HOUSE MUNICIPAL UTILITY
DISTRICT**

By: 
Ursula Logan, President
Board of Directors
Date: 4-23-25

ATTEST:

David Johnson, Secretary
Board of Directors

TEXAS DISPOSAL SYSTEMS, INC.,
a Texas corporation

By: 
Printed Name: Ja Mar Prince
Title: Municipal Sales Manager
Date: April 30, 2025

Schedule "D"

Description	5/1/2025	10/1/2025	10/1/2026	10/1/2027	10/1/2028	10/1/2029
Refuse and Recycle	\$29.49	\$30.60	\$31.75	\$32.94	\$34.18	\$35.46
Commodity Adjustment Fee	\$2.88	\$2.99	\$3.10	\$3.22	\$3.34	\$3.47
Total Refuse and Recycle	\$32.37	\$33.59	\$34.85	\$36.16	\$37.52	\$38.93
Bulk Items - Mattress/Box Springs	\$26.91	\$27.92	\$28.97	\$30.06	\$31.19	\$32.36
Bulk Items - Mattress/Box Springs - King Size	\$53.83	\$55.85	\$57.94	\$60.11	\$62.36	\$64.70
Container at Jumano	\$206.23	\$213.96	\$221.98	\$230.30	\$238.94	\$247.90