

# EXHIBIT

## "A"

### AMENDMENT TO RESIDENTIAL, COMMERCIAL, AND DOWNTOWN COMMERCIAL DISTRICT SERVICES RATES WITH CENTRAL TEXAS REFUSE, LLC (November 2023)

This Amendment to the Residential, Commercial, and Commercial Downtown District Services Rates set forth in the Second Amended and Restate Refuse Collection Contract between the City of Round Rock, Texas and Central Texas Refuse, LLC, hereinafter called "Rate Amendment," is made by and between the City of Round Rock, a Texas home-rule municipal corporation (the "City"), and Central Texas Refuse, LLC (the "Contractor").

**WHEREAS**, on June 8, 2023, the City and Contractor entered into a Second Amended and Restated Refuse Collection Contract pursuant to Resolution No. R-2023-175 (the "Agreement"); and

**WHEREAS**, the Agreement amended the previous Amended and Restated Refuse Collection Contract by modifying the formula for calculating the Residential Services Rate and amending the calculation method for Rate Adjustments for Residential, Commercial, and Downtown Commercial District Services Rates; and

**WHEREAS**, pursuant to Section 21 of the Agreement, Contractor may petition the City for reasonable adjustments to the Residential, Commercial, and Downtown Commercial District Services Rates *"based on inflation as demonstrated by an increase in the published July CPI-U from the previous year's published July CPI-U;"*

**WHEREAS**, Section 21 of the Agreement states that *"[i]n the event the published July CPI-U rate in any year reflects a rate increase of more than five percent (5%) or a rate decrease of more than two percent (2%), the annual rate increase should be capped at five percent (5%) and the rate decrease shall be capped at two percent (2%);"*

**WHEREAS**, Contractor has demonstrated an increase in the in the published July CPI-U in the amount of 8.8%;

**WHEREAS**, Contractor provided a letter on August 14, 2023, requesting a rate increase to the Residential, Commercial and Downtown Commercial District Services Rates in the maximum amount of 5% commencing in November, a copy of such letter being attached hereto as Exhibit "A," incorporated herein by reference for all purposes; and

**WHEREAS**, the parties agree that commencing in November 2023, the Residential Services Rate, Downtown Commercial Services Rates, and Commercial Services Rate shall be amended as set forth herein and in the attached Exhibit "B," incorporated herein by reference for all purposes,

**NOW THEREFORE**, that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are

hereby acknowledged, the City and Contractor agree to amend the Residential Services Rate, the Commercial Services Rates, and the Downtown Commercial District Services Rates as follows:

1. The “*Residential Services Rate*,” set forth in Section 20.1 of the Agreement is the Residential Services Rate is increased to **\$18.22**. Section 20.1 is further modified to state, “*After **August 1st of each year**, the Contractor may request a change in the Residential Services Rate in accordance with the terms set forth in Section 21.1 below **to become effective in November of that year with any approved change being reflected in the December billing.***”
2. The “*Downtown Commercial Services Rates*” set forth in Section 20.3 of the Agreement is increased to the following:

City of Round Rock Pricing Effective November 1, 2023		
BUSINESS CLASSIFICATION	SQ FT CLASSIFICATION	MONTHLY RATE
Small Office	6500 or less	\$18.22
Large Office	6501 or more	\$36.44
Small Retail & Services	3000 or less	\$36.44
Large Retail & Services	3001 or more	\$193.20
Small Restaurant	1600 or less	\$193.20
Medium Restaurant	1601-3000	\$261.11
Large Restaurant	3001 or more	\$333.15
Small Bar	2500 or less	\$171.15
Large Bar	2501 or more	\$261.03

3. Section 20.3 is further modified to state, “*After **August 1st of each year**, the Contractor may request a change in Downtown Commercial District rates as set forth in Section 21.1 below **to become effective in November of that year with any approved change being reflected in the December billing.***”
4. The “*Commercial Services Rates*” set forth in Section 20.4 and Exhibit “1,” “*Contracted Rates for Commercial Customers*,” of the Agreement are increased to the rates set forth in the attached Exhibit “B” of this Agreement. The “*Commercial Services Rates*” are further amended in Exhibit “B” to increase the “*Commercial Curbside Rates*” to rates that align with the residential service carts rates, and by adding two additional line-items to the rate sheet, specifically Rental Fees for 40/42-yard receivers and for an Overage Fee on Open Tops and Receivers.
5. Section 20.4 is further modified to state, “*After **August 1st of each year**, the Contractor may request a change in Commercial District rates as set forth in Section 21.2 below **to become effective in November of that year with any approved change being reflected in the December billing.***”

6. This Rate Amendment only amends the Residential, Commercial, and Downtown Commercial District Services Rate and except as amended hereby, the Agreement remains in full force and effect.

**IN WITNESS WHEREOF**, the City and the Contractor have executed this Amendment to the Services Rates with Central Texas Refuse, Inc. on the dates indicated.

**CITY:**  
City of Round Rock

**CENTRAL TEXAS REFUSE, LLC:**

\_\_\_\_\_  
CRAIG MORGAN, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
MEAGAN SPINKS, City Clerk

Approved as to form:

\_\_\_\_\_  
STEPHANIE L. SANDRE, City Attorney

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

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

Date: \_\_\_\_\_