

CAUSE NO. 2022-CI-06061

TEXAS DISPOSAL SYSTEMS
LANDFILL, INC.,

Plaintiff,

VS.

CITY OF SAN ANTONIO, TEXAS,

Defendant.

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IN THE DISTRICT COURT

288TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

ORDER GRANTING TEMPORARY INJUNCTION

On the 21st day of February 2023 at 9:00 AM, came for consideration before the Court Defendant/Counter-Plaintiff City of San Antonio, Texas’s (the “City”) Application for Temporary Injunction. The Court has considered the evidence presented at the hearing on February 21, the pleadings on file with the Court, the briefing submitted to the Court by all parties, and the arguments of counsel.

The Court **FINDS** that Defendant/Counter-Plaintiff the City is entitled to a temporary injunction against Plaintiff/Counter-Defendant Texas Disposal Systems Landfill, Inc. (“TDS”) as follows:

As used herein, the following terms have the following meanings:

“**Agreement**” means the contract between the parties, as amended and supplemented, and includes the Original Contract between the City and TDS executed January 11, 1991, the First Amendment executed June 2, 1995, the Second Amendment executed January 7, 1998, the Memorandum of Agreement executed on November 22, 2000, and Special Addendum executed March 22, 2001, collectively.

“**Starcrest**” or “**Transfer Facility**” means the Starcrest (Northeast) Transfer Station located at 11601 Starcrest Drive, San Antonio, Texas.

TDS is enjoined from denying the City access to Starcrest between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday;

TDS is enjoined from denying the City first priority for use and access at Starcrest, meaning TDS must accept and service the City's trucks and those of its designated hauler (the "City Trucks" or, singularly, a "City Truck"); and

TDS is enjoined from refusing to weigh the City Trucks dumping at Starcrest.

The Court **FINDS** that the last peaceable status quo between the parties was that the Agreement was in effect and in full force; that the City had first priority access to Starcrest between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday; and that TDS weighed the City Trucks dumping at Starcrest and billed by price per tonnage for the waste. The Court therefore **ORDERS** that this status quo remain in place and in force, and that the parties comply with it, during the pendency of this case through trial.

It is therefore **ORDERED** that the Clerk of this Court issue a writ of injunction ordering TDS to comply with this Order.

It is further **ORDERED** that the City post a bond of \$ 100,000.

It is further **ORDERED** that this Temporary Injunction shall remain in full force and affect through the date of trial in this case, which is set for **December 4, 2023**.

It is further **ORDERED** that the clerk of the Court shall issue a temporary injunction in conformity with the law and the terms of this Order.

Signed this 22 day of February, 2023 at 4:35 A.M. (P.M.)

FEB 22 2023


HONORABLE JUDGE PRESIDING

Nadine M. Nieto
285th District Court