

CONTRACT FOR COLLECTION OF SOLID WASTE

THIS CONTRACT, made and entered into this _____ day of _____, 2017, by and between the **CITY OF LOUISBURG, KANSAS** (hereinafter referred to as the "City") and **L & K GROUP HOLDINGS, LLC, A WASTE MANAGEMENT COMPANY**, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the City desires Contractor to assume citywide collection of its municipal solid waste in accordance with the terms and conditions of this Contract and Contractor desires to provide said notice.

NOW THEREFORE, Contractor, for and in consideration of the compensation to be paid by the Customer in the manner set forth herein, hereby agrees and binds itself and its successors as follows:

1. **SERVICE WORK TO BE PERFORMED.**

A. **General Terms.** The service work to be performed under this contract shall consist of providing residential, commercial and industrial Waste Materials collection, recycling collection and disposal service as required by laws of the State of Kansas, and any amendments thereto, and shall include furnishing all labor, equipment and materials as necessary to provide such service. The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles, bins and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. "Waste Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Exhibit C) generated by Residential Unit, Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Contractor in writing. Title to and liability for Excluded Material shall remain with the City, Residential Unit or Commercial Customer at all times. Title to Customer's Waste Materials is transferred to Contractor upon Contractor's receipt or collection unless otherwise provided in this Agreement or applicable law.

B. **Residential Collection.** Contractor shall provide curbside or alley collection service for the collection of residential Waste Materials to each residential unit one (1) time per week according to the residential pricing schedule as included in Exhibit A. During the term of this Contract collection practices, schedules and services may be modified under mutual consent and in writing. Operating hours for residential refuse collection shall be 7:00 a.m. until the completion of the route. Containers and/or bags shall be placed at curbside or alley by 7:00 a.m. on the designated collection day. Household waste containers or bags must be approximately thirty (30) gallon in size with a maximum of three (3) containers or bags per week. One ninety-five (95) gallon trash receptacle will also be considered acceptable. Any additional waste that a resident needs to have disposed of will need to be placed in a bag approximately thirty (30) gallon in size with a pre-paid sticker attached. Stickers will be made available for purchase at the Louisburg Price Chopper, 1400 W Amity Street, or by contacting Waste Management.

Any cart rented by residential customer that becomes damaged or destroyed during the provision of the Service, or that becomes unusable because of ordinary wear and tear, shall be replaced at no charge to the City or the individual/customer. If a cart in the possession of a customer is lost,

stolen, damaged, or destroyed through no fault of Contractor, the individual/customer shall be responsible to compensate Contractor the fair market value for the replacement of such cart.

C. **Commercial and Industrial Collection.** Contractor shall provide bin collection service for the collection of commercial and industrial refuse to commercial and industrial units according to commercial pricing schedule as included in Exhibit B. Contractor shall provide bins for commercial and industrial units whenever accessible, outside location on a hard surface according to individual agreement. Contractor may decline to collect refuse in bins not so placed.

D. **Collection of Recycling Materials.** Contractor shall provide each residential unit with an 18 gallon or 23 gallon recycling bin for the purpose of collecting recyclables. 65 gallon and 95 gallon carts are also available for a small fee upon request. Residents may use their own containers with the exception of any type of bag. If additional containers are used, residents need to make sure that they are clearly marked RECYCLING. Contractor shall collect recyclables from each residential curbside or alley on the designated collection day. Operating hours for recycling pickup shall be from 7:00 a.m. until the completion of the route. Curbside recycling services shall collect those items listed in Exhibit C.

Recycling material does not include Glass or Glass products and will be left at the curb or alley in the bin. All residential recyclables which meet Contractor's stated policies and are properly placed for collection by the resident will be collected weekly.

E. **Collection of Yard Waste.** Contractor shall provide curbside collection service for the collection of yard waste to each (which in Louisburg's case would be to those that subscribe to this separate service) residential unit in accordance to the Contractor's annual Yard Waste collection schedule. Yard Waste will be picked up with the intention of composting. Bags and bundles shall be placed at curbside by 7:00 a.m. on the designated collection day. Six (6) bio-degradable bags or bundles will be accepted each week of scheduled collection for the months of January – October. Ten (10) bio-degradable bags or bundles will be accepted each week of scheduled collection for the months of November and December. Any additional yard waste that a resident needs to have disposed of will need to be placed in a bio-degradable bag or bundle with a pre-paid sticker attached. Stickers will be made available for purchase at the Louisburg Price Chopper, 1400 W Amity Street, or by contacting Waste Management. Contractor will only pickup natural waste: grass, leaves, tree limbs, flowers, garden plants, Christmas trees, etc. Brush must be tied into bundles no larger than 18" x 48" long and tied securely with rope or twine, not wire or plastic material. If bags or bundles contain foreign material, they will be left at the curb. If compost material is placed in a trash bag or can, they will also be left at the curb. Pricing for yard waste collection services and additional requirements are listed in Exhibit D.

F. **Bulky Item Pickup.** Contractor shall add one (1) additional pickup per residential household per month for bulky items. Collection shall be provided for all residential refuse customers with the first collection of the month. Bulky item pickup shall not include bags or boxes of regular trash, loose or scattered materials, construction debris, and liquid waste or hazardous materials. Residents will be required to put all items for bulky item pickup at curbside with their regular trash and/or recycling pickup location.

G. **City-wide Clean-up Event.** Contractor shall provide an adequate number of packer trucks at no cost for at least one (1), and possibly two (2), events per year for city-wide clean-up,

providing house-to-house curbside collection. The City shall pay the tipping fee to the transfer station. The City shall pay the contractor for the labor and fuel cost.

H. **Exceptions.** All exceptions to the above services in Section 1 will be listed in Exhibit E.

I. **Service Area.** The service area covered by this Contract is all residential, commercial and industrial business establishments within the city limits of the City of Louisburg, Kansas.

J. **Collection Schedule.** Contractor shall adhere to the City's collection schedule to the greatest extent possible. Residential curbside or alley recycling will be collected on Tuesday of each week. Residential refuse will be collected on Tuesday of each week. Should schedule change be required, Contractor shall publish notice of the change in the City of Louisburg's official newspaper at the Contractor's expense.

K. **Holidays.** In the event that Contractor shall not provide pickup services on the scheduled collection date due to any Federal or State holiday, Contractor shall notify residential and business customers by publication, at Contractor's expense, of that revised collection date at least three (3) business days prior to said Federal or State holiday. See Exhibit F for schedule. If a designated holiday falls on a regularly scheduled Service day, the Service will be performed on the next day.

L. **Collection Misses.** Contractor shall notify the City Clerk or City Administrator by noon of any assigned pickup date, if a breakdown or equipment malfunction will prevent pickup on that day. In that event, the Contractor must immediately make such pickup, upon the proper repair of equipment, within twenty-four (24) hours thereafter, but in no event than forty-eight (48) hours from the assigned collection time.

Failure to pick up trash and refuse at the service pickup point shall not be grounds for termination of this Contract, unless prior written notice shall be given to the Contractor and the Contractor shall fail to service said pickup point within twenty-four (24) hours after receipt of said notice. A representative of Contractor shall report to City Hall at any time requested by the City. The City will encourage the public to contact L & K Group Holdings, LLC, through Waste Management whenever a pickup is missed.

M. **Equipment.** Contractor shall use proper and suitable equipment and employees to perform the duties hereunder and shall perform same in a competent manner. Contractor shall keep all equipment clean and in a condition so that the equipment will not emit noxious odors. The Contractor is allowed to operate tandem-axle equipment to remove residential solid waste and recycling from the City. Contractor must receive prior approval and consent from the City for any change from current equipment and loading limits thereof.

N. **Compliance with Law.** Contractor will at all times comply with all Federal, State and local laws, ordinances, orders and regulations. Residential and Commercial waste collected by Contractor shall only be disposed of at the Miami County Transfer Station or at an approved Subtitled D landfill or a transfer station approved by the City. Residential and Commercial recycling collection by Contractor shall only be disposed of at an approved commingled recycling facility. All disposal costs are the responsibility of the Contractor. The Contractor shall observe all City ordinances relating to obstructing streets and keeping passageways open. The Contractor is granted the privilege of using the streets for the purpose of doing work specified in the Contract, but is not granted the exclusive use of

the streets. The Contractor shall perform all work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.

O. **Indemnification.** Contractor shall indemnify and hold harmless the City, its representatives, agents and employees from all loss, damages, suits, claims and other actions whatsoever to the extent arising from omissions and negligent acts of Contractor, its employees, servants and agents.

P. **Insurance.** Contractor shall maintain, at all times during the term of this Contract, employer's liability, automobile liability and general liability insurance in the amount of one million dollars (\$1,000,000.00), single limit coverage. The insurance coverage shall list the City as an additional insured under the provisions of the policy or policies. Such insurance coverage shall protect Contractor and the City against all claims arising from injuries to any person or damage to property of others arising out of any act or omission of Contractor, its agents or employees. Contractor shall provide and maintain insurance with a minimum limit of one million dollars (\$1,000,000.00) to protect the City against any and all claims for damages for personal injury, including accidental death, as well as claims under this contract, whether such operations are by the Contractor by any of its agents or employees or by anyone directly or indirectly employed by the Contractor. Such insurance policy shall name the City as an additional insured under the provisions of the policy. The policies of insurance referred to in this paragraph shall provide that no cancellation or change shall be made with regard to said policy unless the insurance company first gives the City ten (10) days written notice by certified mail prior to the cancellation or change. The lapse of any insurance coverage required under this Contract shall result in immediate termination of this Contract. Further, Contractor shall maintain Worker's Compensation insurance to fully protect Contract. Contractor shall file with the City a certificate from the insurer that the policy or policies are in full force and effect and that the same will not be altered, amended or terminated without a thirty (30) day prior written notice having been given to the City.

Q. **Term.** It is agreed by the parties hereto that this contract shall remain in full force and effect for a term of three (3) years commencing on the first (1st) day of October 2017, and ending at midnight on the thirtieth (30) day of September 2020. The City may, in its sole discretion, renew this contract for one (1) successive two-year (2) term upon ninety (90) days written notice to Contractor.

R. **Consideration.** Contractor shall be paid for its services by customers directly. The fees charged by the Contractor for residential, commercial and industrial collection shall be held for a minimum of twelve (12) months. Readjustments for each successive Contract year shall equal the annual fee schedule, set and payable the previous year, adjusted proportionately by the annual Consumer Price Index (CPI -- All Items Consumer Price Index for All Urban Consumers (CPI-U)). The annual fee, however, shall not be increased by more than 2.5% annually. The only exception to annually set pricing of services will be a review of the fuel surcharge semi-annually. Fuel surcharge changes shall not be adjusted more frequently than quarterly within any contract year, and are included as part of consideration built into the CPI-U formula. Increases beyond these provisions would require

renegotiation of the contract. This provision does not apply to landfill fee increases or changes in law, which are out of the control of the contractor.

Additional considerations for reporting to the City on a regular basis include a semi-annual report of number of Residential, Commercial and Industrial customers within the City; number and size of carts or containers for the same customers; tonnage of Residential, Commercial and Industrial waste produced within the City; and configuration of routes for Residential services within the City.

S. **Billing.** Contractor is responsible for all billing to Residential, Commercial and Industrial customers within the City.

T. **Exclusive Collection Provision.** This agreement shall be exclusive and Contractor shall be the only permittee to operate under the authority of the City of Louisburg, Kansas. It is further the intention of the City that all other commercial collectors of refuse and recycling are hereby prohibited from collecting the same and operating under the laws of the City of Louisburg, Kansas.

U. **Force Majeure.** Neither Party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, lock outs, labor disputes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; provided, that if the force majeure circumstances persist for more than thirty (30) days, the other Party may terminate this Agreement.

V. **Assignment.** This agreement is binding upon the parties hereto and their successors, legal representatives and assigns; provided, however, that Contractor may not assign this Contract without express consent of the City, and such consent will not be reasonably withheld by the City if the proposed assignee is acceptable to the City.

W. **Default.** In the event the Contractor shall fail or refuse to perform his duties and obligations within five days after Contractor's receipt of written demand from the City, or shall become insolvent, or shall become the subject of a proceeding of bankruptcy, or shall become the subject of any proceeding for the appointment of a receiver or in the event of an assignment by Contractor for the benefit of its creditors, or the taking of trucks, equipment, vehicles and other facilities used in connection with the performance of the work under any execution against Contractor, in any such event, City may at its option, upon five (5) days written notice, declare the Contractor to be in breach of this Contract. City may terminate the Contract and declare same cancelled and terminated and shall, in addition, be entitled to recover damages and take such other actions and seek such other remedies as may be permitted by law.

X. **Entire Agreement.** This Contract is the entire agreement between the City and Contractor. Any other written or oral representations, agreements or understanding pertaining to the service for hereunder are null and void.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

CITY OF LOUISBURG, KANSAS

By: _____
Marty Southard, MAYOR

ATTEST:

By: _____
Traci Storey, CITY CLERK

STATE OF KANSAS, COUNTY OF MIAMI, SS:

Before me, the undersigned, a Notary Public, within and for said County and State on this _____ day of _____, 2017, personally appeared **Marty Southard, Mayor of the CITY OF LOUISBURG, KANSAS**, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be the person who executed, as such officer, the within instrument on behalf of said corporation and such person duly acknowledged the execution of the same to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

Notary Public

My Commission Expires:

**L & K GROUP HOLDINGS, LLC, A WASTE
MANAGEMENT COMPANY**

By: _____

STATE OF KANSAS, COUNTY OF MIAMI, SS:

Before me, the undersigned, a Notary Public, within and for said County and State on this _____ day of _____, 2017, personally appeared _____, **L & K GROUP HOLDINGS, LLC, a WASTE MANAGEMENT COMPANY**, who is personally known to me to be the person who executed, as such authorized person, the within instrument on behalf of said corporation and such person duly acknowledged the execution of the same to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

Notary Public

My Commission Expires:

EXHIBIT A

Residential Trash and Recycling Rates	
With customer containers/bags	\$14.68
Rental of a 95gl trash cart	\$3.00
Rental of a 65gl trash cart	\$2.50
Rental of a 65gl recycle cart	\$2.50
23gl recycle tub provided at no additional charge.	

EXHIBIT B

Commercial Services Rate Matrix All rates displayed in monthly totals*

Commercial Trash Service Levels	OPM	EOW	Service Frequency						
			1	2	3	4	5	6	7
1 YARD REL	\$13.85	\$26.46	\$49.89	\$66.75	\$143.61	\$190.46	\$237.32	\$284.18	\$331.04
Additional-Cont-1 YARD REL	\$7.18	\$12.00	\$20.96	\$38.89	\$56.82	\$74.75	\$92.69	\$110.61	\$128.54
2 YARD REL	\$17.10	\$32.64	\$61.50	\$119.24	\$176.97	\$234.71	\$292.44	\$350.18	\$407.91
Additional-Cont-2 YARD REL	\$9.30	\$16.03	\$28.54	\$53.55	\$78.56	\$103.57	\$128.58	\$153.60	\$178.62
3 YARD REL	\$21.13	\$39.49	\$73.62	\$141.87	\$210.13	\$278.38	\$346.63	\$414.89	\$483.14
Additional-Cont-3 YARD REL	\$14.44	\$25.03	\$44.68	\$84.01	\$123.34	\$162.67	\$202.00	\$241.32	\$280.66
4 YARD REL	\$23.98	\$44.25	\$81.91	\$157.24	\$232.59	\$307.92	\$383.26	\$458.59	\$533.93
Additional-Cont-4 YARD REL	\$17.29	\$29.78	\$52.98	\$99.39	\$145.80	\$192.21	\$238.62	\$285.04	\$331.44
6 YARD REL	\$30.19	\$56.21	\$104.58	\$201.31	\$298.04	\$394.78	\$491.51	\$588.25	\$684.99
Additional-Cont-6 YARD REL	\$23.50	\$41.74	\$75.65	\$143.46	\$211.26	\$279.06	\$346.88	\$414.68	\$482.48
8 YARD REL	\$37.21	\$67.05	\$122.50	\$233.40	\$344.30	\$455.20	\$566.09	\$677.00	\$787.89
Additional-Cont-8 YARD REL	\$30.53	\$52.59	\$93.57	\$175.55	\$257.52	\$339.48	\$421.46	\$503.42	\$585.40
96 GALLON REL TOTER	\$10.00	\$12.13	\$24.00	\$47.73	\$71.46	\$95.20	\$118.93	\$142.66	\$166.39
Additional-Cont-96 GL REL TOTER	\$5.00	\$5.83	\$11.22	\$21.99	\$32.77	\$43.54	\$54.30	\$65.09	\$75.86
Commercial Recycling Service Levels	1	2							
2 YD REL RCY	\$32.00	\$62.00							
Additional-Cont-2 YD REL RCY	\$22.40	\$43.40							
3 YD REL RCY	\$39.00	\$76.00							
Additional-Cont-3 YD REL RCY	\$27.30	\$53.20							
4 YD REL RCY	\$49.00	\$95.00							
Additional-Cont-4 YD REL RCY	\$34.30	\$66.50							
6 YD REL RCY	\$59.00	\$114.00							
Additional-Cont-6 YD REL RCY	\$41.30	\$79.80							
8 YD REL RCY	\$72.00	\$140.00							
Additional-Cont-8 YD REL RCY	\$50.40	\$98.00							
96 GAL TOTER REL RCY	\$11.00	\$21.00							
Additional-Cont-96 GAL TOTER REL	\$7.70	\$14.70							
64 GAL TOTER REL RCY	\$10.00	\$19.00							
Additional-Cont-64 GAL TOTER REL	\$7.00	\$13.30							
BIN SERVICE REL RCY	\$9.00	\$17.00							
Additional-Cont-BIN SERVICE REL R	\$6.30	\$11.90							

OPM = Once Per Month
EOW = Every Other Week

*10% Fuel Surcharge to be charge in addition to the above monthly base prices

EXHIBIT C

Single Stream Recycling

The list of items below represents the current materials currently being accepted by WM as Recyclables. This list may expand or contract due to market conditions.

Acceptable Materials (“Recyclables”)	Unacceptable Materials
Aluminum food and beverage containers	Microwave trays
Ferrous (Iron) cans, PET plastic containers with the symbol #1 – with screw tops only, without caps	Mirrors, windows or auto glass
HDPE natural plastic containers with the symbol #2 – (milk and water bottles)	Light Bulbs
HDPE pigmented plastic containers with the symbol #2, without caps (detergent, shampoo bottles, etc.)	Ceramics
Plastics with symbols #3, #4, #5, #6, #7-narrow and screw top containers—without caps	Porcelain
Newsprint	Plastics unnumbered
Old corrugated cardboard	Plastic bags – numbered or unnumbered
Magazines and Mail	Coat hangers
Catalogs and Telephone books	Glass cookware/bakeware
Cereal boxes	Household items such as cooking pots, toasters, etc.
Printer paper and copier paper	Glass food and beverage containers – brown, clear, or green
All other office paper without wax or plastic liners	

- I. Additional Specifications
 - a. All tin cans, bi-metal cans, and aluminum cans must be empty and contain less than 5% food debris.
 - b. All aerosol cans must be empty with less than 5% content.
 - c. All plastic containers must be empty, caps removed; less than 5% food debris.
 - d. All fiber must be dry and free of food debris and other contaminating material.
 - e. Tissues, paper towels or other paper that has been in contact with food is not acceptable.
- II. Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not:
 - a. Materially impair the strength or the durability of the WM’s structures or equipment;
 - b. Create flammable or explosive conditions in WM’s facilities;
 - c. Contain dry cell batteries or lead acid batteries;
 - d. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of WM’s property, its personnel or the public; or,
 - e. Contain Excluded Waste as defined in the Agreement.
- III. If loads of the mixed recyclables materials do not meet WM’s specifications for acceptable recyclables or are otherwise not properly segregated from the waste, WM shall have the right to reject the load in whole or in part, or to handle the contaminated load and impose additional reasonable charges on the City or Resident.
- IV. Upon written notice to the City and Residents, WM may discontinue acceptance of any category of recyclable materials as a result of market conditions related to such materials.

EXHIBIT D

Residential Yard Waste	
Optional yard waste services	\$5.04
Billing for this optional service is \$15.12/quarter and is billed for the entire year. Yard waste is collected 42 weeks each year with 6 bags allowed each collection date during the months of January to October and increasing to 10 bags allowed each collection date during the months of November and December.	

Yardwaste Collection Guidelines:

Natural waste only – grass, leaves, tree limbs, flowers, garden plants, walnuts, apples, Christmas trees, etc. Cannot pick up any trash or construction materials with compost service. If bags contain trash or foreign material, they will be left at the curb.

Service location and time – Please have your bags/items placed at the curb by 7:00 a.m. the morning of your service day. Bags behind cars, etc. may be missed. Items must be accessible from the street or alleyway, depending on where your normal trash is picked up.

Packaging and item preparation – The maximum weight of any single bag must not exceed 50 pounds. All bags must be compostable and be closed by rolling down the top of the bag. Make sure you do not use staples or tape to secure the bag. Trash bags will not be taken and compost material in cans or carts is unacceptable and will be left behind.

Brush must be tied into bundles 18” x 48” long. Tie securely with rope or twine – not wire. Plastic rope is unacceptable. Please mark all items with thorns for the safety of workers. Plastic bags of any kind are not accepted and will be left behind. Christmas trees are the only item that do not require bundling or packaging. Please cut Christmas trees over 6’ in length in half.

Weekly Limits – Six (6) compostable bags or bundles will be accepted each week of scheduled collection. Ten (10) compostable bags or bundles will be accepted each week of scheduled collection for the months of November and December. Bags or bundles above these limits will need to be paid for and scheduled with Contractor’s office in advance of scheduled pickup or have a pre-paid sticker attached.

Collection Schedule – A Yard Waste Calendar will be compiled and made available each year for the schedule of collection.

EXHIBIT E

- I. Waste Materials excludes waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous wastes, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations, or Special Waste not approved in writing by Contractor (collectively, "Excluded Materials")
- II. Materials which are flammable, explosive, caustic (i.e. automotive batteries), engine oil or fuel/propane tanks
- III. White Goods
- IV. Waste Tires
- V. Yard Waste if included with residential waste materials – yard waste services are offered separately
- VI. Any Bulky Item that weighs in excess of 75 pounds

EXHIBIT F

Holidays may affect regular pickup schedules. If your service day falls on or after a Waste Management observed holiday, your service may experience a delay. Some areas may have a service delay for locally observed holidays in addition to those listed below.

Observed Holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day