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ORDINANCE NO. 751

AN ORDINANCE ESTABLISHING AN ORGANIZED RESIDENTIAL SOLID WASTE COLLECTION AND OPTIONAL RECYCLING SERVICE FOR THE CITY OF ROSE HILL, KANSAS; MAKING FINDINGS UNDER K.S.A. 12-2035 ET SEQ.; APPROVING AND INCORPORATING AN EXCLUSIVE ORGANIZED COLLECTION SERVICE AGREEMENT; AMENDING SECTIONS 15-302, 15-303, 15-304, 15-305 AND 15-306 OF THE CODE OF THE CITY OF ROSE HILL, KANSAS; AND REPEALING ALL ORDINANCES IN CONFLICT.

WHEREAS, the Governing Body of the City of Rose Hill, Kansas (the "City"), is authorized by K.S.A. 12-2035 through 12-2037, 12-2102, 12-2103 and 65-3410, as amended, to establish an organized collection service and to contract for the collection, transportation, processing and lawful disposal of solid waste and recyclables; and

WHEREAS, the City intends to establish organized collection only for the residential service class defined by this Ordinance and incorporated Franchise Agreement, while preserving lawful collection of excluded nonresidential and specialty materials; and

WHEREAS, the Governing Body has reviewed the record compiled by staff, including the publication of the resolution of intent; invitations to licensees to participate in planning meetings; required notices to all licensees of the proposed plan, minutes, attendance records, written comments, proposed plan and other materials identified in Exhibit 1; and

WHEREAS, the Governing Body finds that the public process and substantive planning requirements of K.S.A. 12-2036 have been satisfied and that the Franchise Agreement incorporated into this Ordinance is consistent with the final plan; and

WHEREAS, the Governing Body finds that organized residential collection will promote reliable weekly collection, predictable rates, recycling availability, public health, reduced heavy-truck traffic, administrative efficiency and accountability, while the statutory transition protections in this Ordinance minimize displacement and adverse economic effects upon existing collectors to the extent possible to meet the City's stated goals; and

WHEREAS, the Governing Body finds that incumbent collectors will not be displaced during the statutory transition period because their existing authority to provide licensed collection service will remain in effect; licenses will remain available for renewal under generally applicable requirements; customers will not be required to terminate incumbent service; the selected contractor will acquire no enforceable exclusive service right before the Service Commencement Date; and organized collection service, mandatory enrollment, exclusive billing, and enforcement of exclusivity will not begin until at least 18 months after adoption of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROSE HILL, KANSAS:

Section 1. Findings and statutory compliance. Based upon the certified record described in Exhibit 1, which is incorporated by reference, the Governing Body finds and determines as follows:

a. The City adopted Resolution No. 711 on January 5, 2026, announcing its intent to establish organized residential solid waste and recycling collection. The resolution was adopted at least 180 days before adoption of this Ordinance.

b. At least 30 days before the initial public hearing, the City published notice of a public hearing on the resolution of intent and directly invited each person or entity then providing residential solid waste collection within the City to participate. The hearing was held on December 1, 2025, and all interested persons were afforded an opportunity to be heard.

c. Following the resolution of intent, the City conducted a planning process lasting at least 90 days. Every known existing collector was invited to participate and was permitted to attend and participate in all planning meetings identified in Exhibit 1 and the administrative record incorporated therein.

d. On March 2, 2026, the Governing Body conducted a public hearing concerning a possible organized residential solid-waste collection service and residential franchise.

e. The City adopted the final Organized Residential Solid Waste and Recycling Collection Plan on October 5, 2026. The plan describes the implementation procedure and required notices; identifies the City's service goals; evaluates and minimizes displacement of and adverse economic effects upon existing collectors; considers opportunities for existing collectors to participate; evaluates system efficiency; and identifies and justifies any taxes, franchise fees or similar charges associated with organized collection.

f. This Ordinance is being adopted within one year after adoption of the statutory resolution of intent, and all notices, hearings, planning meetings, invitations to incumbent collectors, opportunities to participate, plan findings and related proceedings required by K.S.A. 12-2036 were conducted and completed in accordance with law.

g. The Agreement attached as Exhibit 2 is consistent with and implements the final plan, and the organized collection service established by this Ordinance will not commence until at least 18 months after adoption of this Ordinance.

h. The Agreement's rates, service commitments, emergency assistance, community benefits and other consideration constitute adequate and valuable consideration to the City and its residents.

Section 2. Organized residential solid-waste collection service with an optional curbside recycling established; Franchise Agreement approved and incorporated.

The City hereby establishes an organized residential solid waste and recycling collection service pursuant to K.S.A. 12-2035 et seq. The Exclusive Organized Residential Solid Waste and Recycling Collection Agreement between the City and Waste Management of Kansas, Inc., attached as Exhibit 2 (the "Agreement"), is approved and incorporated into this Ordinance as though fully set out herein. The Mayor and City Clerk are authorized to execute the Agreement in substantially the form approved and attached as Exhibit 2, subject only to completion of dates, signatures, and other nonmaterial or clerical matters. Any material amendment shall require separate approval by the Governing Body. In the event of a conflict, this Ordinance shall control with respect to the City's exercise of its lawful legislative, police, and regulatory authority. The Agreement shall govern the contractual rights and obligations of the parties. Any material contractual amendment must be approved by the Governing Body and executed in accordance with law.

Section 3. Delayed commencement; protection against displacement. The exclusive organized collection service shall commence on April 22, 2028, or the date occurring 18 months after publication of the Ordinance, whichever is later, unless the Governing Body establishes a later date by ordinance ("Service Commencement Date"). Until the Service Commencement Date, collectors lawfully serving customers within the City may continue doing so under Sections 15-302 through 15-306 as amended by this Ordinance and all other applicable Code requirements, and neither the City nor the Contractor shall displace an existing collector in violation of K.S.A. 12-2036. Contract execution, customer education, route planning, procurement and delivery of carts, and other preparatory activities that do not displace an existing collector may occur during the transition period. The exclusive contractor shall have no exclusive right to provide covered residential service before the Service Commencement Date, and the City shall not require any residential customer to terminate service with an incumbent collector before that date.

Section 4. Section 15-302 amended—lawful disposal and processing.

Section 15-302 of the Code of the City of Rose Hill, Kansas, is amended to read as follows:

> **15-302. Disposal and processing.** All solid waste and recyclables collected within the City shall be delivered to a transfer, processing, recycling or disposal facility in Butler County, Kansas or other facility lawfully authorized to receive the material and approved by the appropriately designated agent of the Governing Body. Disposal and processing shall conform to applicable law, permits, regulations, the applicable approved solid waste management plan and any organized collection agreement incorporated by ordinance. Approval may be granted by facility, material type or contract and may be conditioned, suspended or revoked to protect public health, safety or the environment.

Section 5. Section 15-303 amended—minimum removal and public-health duties.

Section 15-303 of the Code of the City of Rose Hill, Kansas, is amended to read as follows:

15-303. Collection frequency; burning prohibited.

(a) Residential solid waste containing putrescible material shall be collected not less than once each week. For customers who elect combined solid-waste and recycling service, recyclable materials shall be collected at the frequency established by the applicable franchise agreement.

(b) No person shall burn garbage, residential solid waste, recyclable materials, or other refuse within the City, except as expressly authorized by this subsection and otherwise permitted by applicable law.

(c) The Fire Chief may issue written authorization for a limited burning activity when the Fire Chief determines that the activity is necessary for a public purpose, presents no unreasonable danger to persons or property, and is not prohibited by applicable law. Any authorization may include conditions concerning location, materials, supervision, weather, duration, fire-suppression equipment, and termination of the activity. The Fire Chief may revoke the authorization whenever conditions become unsafe or any requirement is violated.

(d) Authorization issued by the City does not waive, replace, or satisfy any permit, approval, restriction, or requirement imposed by federal or state law, Kansas Department of Health and Environment regulations, Butler County requirements, the fire code, an air-quality or burn-ban restriction, or any other applicable law. If another applicable law prohibits the activity, City authorization does not permit it.

Section 6. Section 15-304 amended—authorized collectors and residential exclusivity.

Section 15-304 of the Code of the City of Rose Hill, Kansas, is amended to read as follows:

(a) Before the Service Commencement Date established by Ordinance No. 751, solid waste and recyclables may be removed by a City-licensed collector or personally transported by the occupant of the premises. An occupant who self-hauls shall retain and, upon request, produce a receipt or other satisfactory evidence of lawful disposal at an approved facility.

(b) On and after the Service Commencement Date, residential solid-waste collection within the service class defined by the Franchise Agreement shall be provided exclusively by the City's organized collection contractor, except as provided in subsection (c). Each customer subscribing to covered residential service shall comply

with the applicable subscription, container, preparation, and collection requirements of this article and the Franchise Agreement.

Residential recycling is optional. A residential customer may select either trash-only service or combined trash-and-recycling service at the rates established by the Franchise Agreement. Recycling-only service is not offered as part of the exclusive curbside collection service. If a customer elects residential recycling service, that service shall be provided exclusively by the organized collection contractor.

(c) The exclusive service right does not prohibit:

1) An occupant from personally transporting solid waste or recyclables generated at the occupant's own residence to an approved facility, provided the occupant retains satisfactory evidence of lawful disposal;
2) Donation, sale, or personal transport of reusable or recyclable materials;
3) Collection by the City or its designee during an emergency;
4) Collection of commercial, industrial, institutional, construction-and-demolition, roll-off, hazardous, medical, agricultural, communal-container multifamily, bulky, or other material or service expressly excluded from the Agreement; or
5) Any activity protected or required by state or federal law.

(d) No person shall provide collection service in violation of the exclusive organized collection service established by Ordinance No. 751. The City may pursue any civil or administrative remedy authorized by this Code or other applicable law, including injunctive relief, license suspension or revocation, and recovery of any lawfully imposed penalty. A criminal citation or prosecution may be pursued only when the conduct constitutes a specifically defined offense for which a penalty is established by this Code or other applicable law.

(e) On and after the effective date of Ordinance No. 751, the exclusive organized collection contractor shall not assess, collect, or attempt to collect from a residential customer any separate cart-removal, retrieval, pickup, account-closing, termination, or similar transition fee when the customer's service ends because the City amends, renews, replaces, allows to expire, or terminates the exclusive franchise or organized collection service. This prohibition does not prevent the contractor from collecting unpaid charges for services previously rendered or a City-approved charge for a cart that the customer loses, intentionally retains, destroys, or damages beyond ordinary wear, or for a special return trip made necessary by the customer's failure to follow reasonable written retrieval instructions after receiving a free retrieval opportunity. The contractor shall not represent that the City requires, imposes, receives, approves, or authorizes any cart-related fee unless the Governing Body has expressly approved the fee. This subsection shall survive expiration or termination of the franchise until all contractor-owned carts have been retrieved or otherwise accounted for.

Section 7. Section 15-305 amended—Trash-hauling licenses; transition to organized residential collection.

Section 15-305 of the Code of the City of Rose Hill, Kansas, is amended to read as follows:

a) Until the Service Commencement Date, each contract trash hauler collecting or transporting solid waste for compensation within the corporate limits of the City shall obtain and maintain a City trash-hauling license and pay the fees established by the City's fee schedule.
b) Upon receipt of a completed application and payment of the required fees, the City Clerk shall issue a license identifying each authorized vehicle. A copy of the license shall be carried in each licensed vehicle while operating within the City and displayed upon request of a law-enforcement officer or other authorized City official.
c) Licenses may be issued and renewed under this section during the transition period and, while current and in good standing, shall authorize covered residential service through the day immediately preceding the Service Commencement Date.
d) A license may continue to authorize collection services expressly excluded from the exclusive franchise, including commercial, industrial, construction-and-demolition, roll-off, communal-container multifamily, or other excluded services, subject to this Code and the terms of the license. The exclusive organized collection contractor shall obtain and maintain any City license otherwise required by this article.
e) The issuance, renewal, or acceptance of a license fee does not extend any right to provide covered residential collection beyond the Service Commencement Date or create any property, franchise, or contractual right to continue such service.

Section 8. Section 15-306 amended—containers and transition retrieval.

Section 15-306 of the Code of the City of Rose Hill, Kansas, is amended to read as follows:

15-306. Containers.

a) An occupant shall store solid waste in suitable containers maintained to prevent litter, odors, animals, insects, rodents and other danger to public health. Containers shall be neat in appearance.
b) Except as provided in subsection (c), a container shall not be placed curbside more than 24 hours before the scheduled pickup and shall be removed from curbside and placed within six feet of the home no later than 24 hours after pickup.
c) During a transition into or out of an organized collection service, a customer may make a former collector's empty cart available at a location approved by the City for a reasonable retrieval period stated in a City or collector notice. Compliance with that notice is not a violation of subsection (b). A collector

shall coordinate retrieval to minimize the time carts remain curbside and may not require conduct that would cause the customer to violate this section.

d) After written notice and a reasonable opportunity to correct the violation, a person violating this section may be assessed a civil penalty of $30 for a first violation and $50 for a second or subsequent violation occurring within 12 months after the date of the immediately preceding violation. The civil penalty shall be due 30 days after service of the notice unless the cited person files a written request for an administrative hearing with the City Clerk within 10 days after service. A timely request stays collection of the penalty pending a final administrative decision but does not stay corrective action reasonably required to protect public health or safety. An unpaid final civil penalty may be collected by any lawful means. The remedies provided by this section are cumulative and do not limit any other civil, administrative, or equitable remedy available to the City.

For purposes of this subsection, a violation qualifies as a prior violation only after the person has paid the assessed penalty, admitted the violation, or received a final administrative or judicial determination that the violation occurred. A violation occurring more than 12 months after the immediately preceding violation shall be treated as a first violation. Each separately noticed occurrence may constitute a separate violation, but a continuing condition shall not result in a separate daily penalty unless the notice expressly requires correction by a stated date and the condition remains uncorrected after that date.

Penalties under this subsection are civil in nature and may be collected by any lawful means. Nothing in this subsection authorizes criminal prosecution unless the conduct constitutes a separate offense defined by this Code or other applicable law.

Section 9. Transition administration and notices. The City Administrator, City Clerk and City Attorney are authorized to implement the transition consistent with this Ordinance, the final plan and the Agreement, including customer education, operational-readiness review, coordination of incumbent cart retrieval, and notices identifying the Service Commencement Date. No administrative action may shorten the statutory transition, expand the exclusive service class, materially amend the Agreement, or waive a requirement imposed by state law or this Ordinance.

Section 10. Repeal and Replacement; Savings. Existing Sections 15-302, 15-303, 15-304, 15-305, and 15-306 of the Code of the City of Rose Hill, Kansas, are repealed and replaced in their entirety by the corresponding sections enacted by this Ordinance.

The repeal and replacement of those sections shall not:

1. Affect any right, obligation, liability, penalty, forfeiture, investigation, enforcement proceeding, or cause of action accrued or arising before the effective date of this Ordinance;
2. Abate any prosecution or proceeding commenced before the effective date;
3. Excuse any violation occurring before the effective date; or

4. Repeal or modify any other provision of the City Code except as expressly stated in this Ordinance.

Any matter arising before the effective date shall be governed by the Code provisions in effect when the matter arose, except to the extent otherwise required by law.

Section 11. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance or its application is held invalid, the invalidity shall not affect any other provision or application that can be given effect without the invalid provision or application. The provisions are severable. If the exclusive-service provisions are invalidated, the regulatory, public-health, container, licensing and lawful-disposal provisions shall remain effective to the fullest extent permitted by law.

Section 12. Effective date. This Ordinance shall take effect on the date of its publication once in the official City newspaper as provided by K.S.A. 12-3007. Notwithstanding the effective date of this Ordinance, exclusive organized collection service shall not commence, and no incumbent licensed collector shall be displaced, before April 22, 2028, or the date occurring 18 months after publication of this Ordinance, whichever is later. The Governing Body may establish a later Service Commencement Date by ordinance, but the Service Commencement Date shall not be accelerated to a date prohibited by K.S.A. 12-2036(f).

PASSED by the Governing Body and APPROVED by the Mayor on October 19, 2026.

CITY OF ROSE HILL CORPORATE Seal KANSAS

ATTEST

Kelly Mendoza, City Clerk

CITY OF ROSE HILL, KANSAS

Janine Schantz, Mayor

APPROVED AS TO FORM:

Richard A. Samaniego, City Attorney

EXHIBIT 1

CERTIFIED K.S.A. 12-2036 COMPLIANCE RECORD

The following summarizes the proceedings, public hearings, notices, planning activities, proposal process, and Governing Body actions concerning the City's proposed organized residential solid-waste and optional recycling collection service:

Date	Proceeding or Action
October 20, 2025	Notice was published concerning the December 1, 2025, public hearing on whether the City should consider adopting a resolution of intent to establish an exclusive organized solid-waste collection service.
December 1, 2025	The Governing Body conducted a public hearing concerning the City's intent to consider establishing an exclusive organized solid-waste collection service and received public input.
January 5, 2026	The Governing Body adopted Resolution No. 711, declaring the City's intent to consider establishing an exclusive organized solid-waste collection service.
January 15, 2026	Resolution No. 711 was published in the City's official newspaper.
February 23, 2026	The Mayor and City Administrator held a town hall meeting for public feedback on establishing an exclusive organized solid-waste collection service.
March 2, 2026	The Governing Body conducted a public hearing concerning a possible residential solid-waste franchise and received public input.
March 16, 2026	The Governing Body considered a draft request for proposals for residential solid-waste collection services.
April 6, 2026	The Governing Body reviewed the draft request for proposals and related materials and provided feedback.
April 20, 2026	The Governing Body continued its review and provided additional feedback concerning the draft request for proposals.
May 4, 2026	The Governing Body authorized issuance of the request for proposals for an exclusive residential solid-waste collection franchise.
August 3, 2026	The Governing Body discussed the proposed residential trash-and-recycling franchise. Representatives of all three proposers—Waste Connections, Evergreen Solid Waste, and Waste Management—attended the meeting. The Governing Body authorized the City Administrator to begin negotiations with Waste Management concerning a proposed curbside residential trash-and-recycling franchise agreement. The authorization permitted negotiations only and did not constitute final approval or award of the franchise.
September 3, 2026	The City provided written notice of the hearing on the proposed organized collection plan to all licensees and other persons operating solid-waste or recycling collection services within the City, as required by K.S.A. 12-2036(d).
September 8, 2026	The City scheduled a public hearing for October 5, 2026, to present and receive public input concerning the proposed organized residential trash-and-recycling collection plan.
October 5, 2026	Following the October 5, 2026 public hearing and consideration of the testimony, written comments, proposed plan, and administrative record, the Governing Body adopted the Organized Residential Solid Waste and Optional Recycling Collection Plan as the City's final plan.
October 19, 2026	The Governing Body considered the exclusive residential solid-waste and optional recycling franchise agreement, and the ordinance establishing the organized collection service.

The City's resolutions, published notices, affidavits of publication, notices to incumbent collectors, meeting agendas and minutes, request-for-proposals materials, proposals, evaluation materials, written comments, hearing materials, and other documents maintained by the City concerning these proceedings are incorporated into the administrative record by reference.

CITY CLERK CERTIFICATION

I certify that the foregoing schedule accurately identifies official records maintained by the City concerning the proceedings summarized herein.

City Clerk

10/19/26
Date

EXHIBIT 2

EXCLUSIVE ORGANIZED RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION AGREEMENT

EXCLUSIVE RESIDENTIAL SOLID WASTE COLLECTION AND RECYCLING FRANCHISE AGREEMENT PURSUANT TO K.S.A. 12-2036

This Exclusive Residential Solid Waste Collection and Recycling Franchise Agreement (the "Agreement") is entered into by and between the City of Rose Hill, Kansas, a municipal corporation (the "City"), and Waste Management of Kansas, Inc. ("Contractor"). This Agreement is entered into and effective on the date of the last signature below, following passage and publication of the ordinance approving and incorporating this Agreement. The City and Contractor are each a "Party" and collectively the "Parties."

RECITALS

A. Kansas law authorizes cities to provide for, regulate, and contract for the collection and disposal of garbage, trash, solid waste, and recyclables, including contracts of up to ten years.

B. The City desires dependable, uniform, and economical residential collection while advancing recycling, public health, neighborhood appearance, and emergency preparedness.

C. Contractor represents that it has the personnel, vehicles, containers, licenses, permits, insurance, and experience necessary to perform the Services.

D. The governing body has determined that granting the exclusive right described below, subject to this Agreement and applicable law, serves the public interest.

E. The Parties intend that organized collection service will commence only on the Service Commencement Date defined in this Agreement and the approving Ordinance, consistent with K.S.A. 12-2036.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. DEFINITIONS

Applicable Law. All federal, Kansas, Butler County, and City laws, regulations, permits, approved solid-waste plans, ordinances, and lawful orders applicable to the Services.

Butler County Landfill. The solid-waste disposal facility operated by or for Butler County, Kansas, and commonly known as the Butler County Landfill, including any lawful successor facility designated in writing by Butler County and approved by the City.

Cart. A wheeled container supplied by Contractor. The standard Trash Cart options under this Agreement are a sixty-five (65) gallon or ninety-five (95) gallon cart. A Recycling Cart will be Contractor's standard residential size, ninety-five (95) gallon cart,

Customer. An owner or lawful occupant of an eligible Residential Unit receiving Services.

EIA Midwest Diesel Price. The annual average, in dollars per gallon including taxes, for "Midwest (PADD 2) No. 2 Diesel Retail Prices" / "Diesel (On-Highway) - All Types," published by the U.S. Energy Information Administration (EIA), or its official successor series.

Excluded Waste. This shall mean, without limitation, any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sod, tree branches and stumps; paint; motor oil; excessive storm debris or debris resulting from weather events such as hurricanes or tropical storms; or any item too large or heavy to be contained within a 95-gallon Cart; or any waste or material that is prohibited from being received, managed or disposed of at the disposal facility. Title to and liability for Excluded Waste shall remain with the resident that generated the Excluded Waste at all times.

Ordinance Adoption Date. The date on which the City governing body adopts by final passage the ordinance establishing the organized collection service and incorporating or approving this Agreement, within the meaning of K.S.A. 12-2036.

Recyclables and Recyclable Materials. Defined in Exhibit B.

Residential Unit. A single-family dwelling and each dwelling unit in a duplex, triplex, or fourplex within the City's corporate limits that uses individual curbside carts. It excludes commercial, industrial, institutional, construction/demolition, roll-off, and multifamily premises using communal containers, unless added by written amendment.

Services. The collection, transportation, recycling, processing, and lawful disposal of Residential Solid Waste and accepted Recyclables under this Agreement.

Service Commencement Date. April 22, 2028, or the date occurring 18 months after publication of the Ordinance, whichever is later, unless the Governing Body establishes a later date by ordinance.

Solid Waste or Trash. All non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass and metal materials, but excluding Excluded Waste as defined herein. Title to Solid Waste or Trash shall transfer to Contractor upon collection in Contractor's vehicles.

Water Sewer Trash CPI. The Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, Water and Sewer and Trash Collection Services, Not Seasonally Adjusted, Series ID CUUR0000SEHG, published by the United States Department of Labor, Bureau of Labor Statistics (BLS).

2. GRANT; EXCLUSIVITY; RESERVED RIGHTS

2.1 Exclusive Grant. Subject to this Agreement and K.S.A. 12-2036, the City grants Contractor the sole and exclusive right and obligation during the Term to offer and provide the Services to Residential Units within the City's corporate limits. The City will not license or contract with another provider for substantially the same Services during the Term.

2.2 Exceptions. Exclusivity does not prohibit: (a) a resident from self-hauling materials generated at that resident's premises in compliance with Applicable Law; (b) charitable reuse or donation; (c) recycling covered by a state product-stewardship program; (d) governmental forces acting during an emergency; (e) collection of construction/demolition debris, hazardous waste, bulky waste not included in regular service, or other excluded material; or (f) services outside the definition of Residential Unit.

2.3 Annexations. Newly annexed Residential Units will become subject to this Agreement on the later of sixty (60) days after annexation or the expiration of any lawful preexisting collection arrangement, unless the Parties agree otherwise in writing.

2.4 No Property Interest. This Agreement creates a contractual franchise only. It conveys no ownership interest in City streets, rights-of-way, or other property.

3. TERM AND MUTUAL RENEWAL OPTION

3.1 Service Commencement; Initial Term. Contractor shall commence exclusive organized collection service on the Service Commencement Date or . Contractor has no exclusive service right before that date, and neither the City nor Contractor shall displace any licensed collector during the statutory transition period.

3.2 Renewal Option. The parties may renew this Agreement for one additional two-year term upon mutual written agreement signed by both parties. The renewal will be on the same terms, including the adjustment mechanisms in Section 7, unless amended in a writing approved by both Parties.

4. SERVICE STANDARDS

4.1 Collection. Contractor will provide once-weekly curbside Trash collection and every-other-week subscription curbside Recycling collection on regular, published routes. Contractor will notify the City and affected Customers of holiday or weather-related changes as soon as practicable.

4.2 Carts. Contractor will provide, maintain, repair, and replace one Trash Cart per Residential Unit and one Recycling Cart per subscribing combined-service Residential Unit. Carts remain Contractor's property. Ordinary wear replacements are included; Contractor may charge a $75.00 Cart replacement fee for loss or damage caused by abuse to Cart.

4.3 Franchise-Transition Cart Retrieval; No Customer Fee. If a Customer must discontinue service because the City establishes, awards, amends, renews,

replaces, expires, or terminates an exclusive or single-hauler franchise or collection program, Contractor will retrieve each Contractor-owned Cart from the Customer's premises without charging the Customer any cart pickup, retrieval, removal, transportation, account-closing, service-termination, or similar fee. Contractor may not characterize any such charge as required, imposed, approved, or authorized by the City. The Customer must empty the Cart, place it at the ordinary curbside collection location on a reasonably noticed retrieval date, and provide reasonable access. This prohibition does not prevent the $75.00 Cart replacement fee for a Cart that the Customer loses, intentionally retains, destroys, or damages beyond ordinary wear, or for a special return trip made necessary by the Customer's failure to follow reasonable written retrieval instructions after a free retrieval opportunity. Contractor must refund any prohibited charge within thirty (30) days after notice from the Customer or City. This subsection applies whether Contractor is the incumbent, successor, or displaced franchise provider and survives expiration or termination of this Agreement until all Contractor-owned Carts are retrieved or otherwise accounted for.

4.4 Missed Collections. A verified missed collection reported by 12:00 noon on the next business day must be cured by the end of the following business day, unless caused by prohibited materials, inaccessible placement, force majeure, or another Customer-caused condition. Repeated failure is subject to Section 16.

4.5 Required Disposal Facility; Recycling. Contractor must deliver all Residential Solid Waste collected under this Agreement to the Butler County Landfill for lawful disposal except as otherwise approved by the Governing Body upon request of Contractor or as otherwise authorized below. Accepted Recyclables may be delivered to a lawful recycling or materials-recovery facility for processing and marketing and need not be delivered to the Butler County Landfill unless they are rejected or constitute nonrecoverable residue. Contractor may use another lawful disposal facility if the Butler County Landfill is temporarily closed, refuses the material, lacks available capacity, cannot lawfully accept the material, or is inaccessible because of extreme weather, an emergency or governmental order, or when the City gives prior written approval. Contractor must notify the City as soon as practicable of any diversion, identify the reason and alternative facility, and return to the Butler County Landfill when the condition ends. Contractor may not divert material merely for its own convenience or because another facility has a lower tipping fee.

4.6 Customer Service. Contractor will maintain a toll-free or local customer-service number and electronic contact method, respond to routine inquiries within two business days, and clearly publish collection rules and accepted recyclable materials.

5. ELIGIBILITY; SUBSCRIPTION; BILLING

5.1 Customer Choice. Each Customer may select Trash-only service or combined Trash and Recycling service. Recycling-only service is not required unless later

approved in writing. Contractor will bill Customers directly unless the Parties execute a separate billing amendment.

5.2 Lawful Charges Only. Contractor may charge only the rates and City-approved ancillary charges allowed by this Agreement. Taxes or governmental fees legally required to be collected may be separately stated.

5.3 Delinquency. Contractor may apply reasonable late fees of 2.5% per month and may suspend service after at least ten days' written notice. Contractor remains responsible for compliance with consumer-protection and debt-collection laws.

6. BASE RESIDENTIAL RATES

Beginning on the Service Commencement Date, the monthly rates are:

Service option	Monthly base rate	Included regular service
Trash only (95-Gallon Cart)	$16.00	Weekly trash collection
Trash (95-Gallon Cart)+ optional recycling	$23.83	Weekly trash plus every-other-week recycling

65-gallon trash carts available upon request. No discount in rates for 65-gallon cart.

Fall Festival the 2nd weekend in October. Sixty (60) 95-gallon carts to be delivered and serviced at festival site on Friday and then removed on the following Monday. Charged at $15.00 per cart.

6.1 Included Costs. Base Rates include carts and the following:

- ordinary cart delivery and maintenance
- regular collection
- up to 4 additional bags outside next to cart.
- transportation, processing or disposal
- customer service
- Houseline service for disabled at no additional cost, when requested.
- customers may switch cart size once within the first six months of service at no cost
- Contractor's ordinary operating costs, except an authorized CPI adjustment, Diesel Fuel Surcharge, tax, governmental fee, or approved ancillary charge.

6.2 No Unilateral Charges. No environmental, administrative, recovery, recycling-processing, or similar fee may be added unless expressly authorized by this Agreement or a written amendment approved by the City.

6.3 Annual Franchise Fee. As consideration for the exclusive franchise and to defray the City's costs of contract administration and street and roadway wear associated with Contractor's collection operations, Contractor will pay the City an annual franchise fee of Five Thousand Dollars ($5,000.00). The first payment is due within thirty (30) days after the Service Commencement Date, and each subsequent payment is due on or before each anniversary of the Service Commencement Date during the Term. The fee is fixed, is not subject to a CPI adjustment or Diesel Fuel Surcharge, and is in addition to all other obligations under this Agreement. Contractor may not separately state, surcharge, or pass through the franchise fee to Customers. An annual payment is nonrefundable after it becomes due, including upon expiration or early termination, except to the extent otherwise required by law. The City may account for and use the revenue for administration of this Agreement and for maintenance, repair, or rehabilitation of City streets and roadways affected by solid-waste collection vehicles.

7. ANNUAL RATE ADJUSTMENTS

7.1 CPI Adjustment. Beginning on the first anniversary of the Service Commencement Date, and annually thereafter, the Service Rates may be adjusted by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, **Water and Sewer and Trash Collection Services**, not seasonally adjusted, Series ID **CUUR0000SEHG**, published by the United States Department of Labor, Bureau of Labor Statistics (the "Index").

7.2 Notice and Verification. The percentage adjustment shall be calculated by comparing the most recently published Index available at least sixty (60) days before the applicable adjustment date with the Index published for the corresponding month of the preceding year, as follows:

$$\text{Percentage Adjustment} = \frac{\text{Current Index} - \text{Prior-Year Index}}{\text{Prior-Year Index}} \times 100$$

Any adjustment shall be subject to the following:

1. The Service Rates shall not decrease if the Index reflects a negative percentage change;
2. The Contractor shall provide the City written notice of the proposed adjustment, together with the supporting Index data and calculations, at least sixty (60) days before its proposed effective date;
3. No adjustment shall be applied retroactively.

7.3 Successor Index. If the Index is discontinued, materially revised, or no longer published, the parties shall select a successor index published by the Bureau of Labor Statistics that most closely measures changes in the cost of water, sewer, and trash-collection services. No change in the Index or calculation methodology shall be effective without the City's prior written approval.

8. DIESEL FUEL SURCHARGE

8.1 Annual Determination. The Diesel Fuel Surcharge will be determined once each year using the EIA Midwest Diesel Price for the previous calendar year and will apply from July 1 through the next June 30. Weekly or monthly price movements will not change the surcharge during that period.

8.2 Trigger and Formula. No surcharge applies when the previous calendar year's EIA Midwest Diesel Price (P) is $4.50 per gallon or less. If P exceeds $4.50, the monthly surcharge for each service option equals: Surcharge = then-current Base Rate × 0.12 × ((P − $4.50) ÷ $4.50). The surcharge will be rounded to the nearest cent and separately identified on Customer bills. The 0.12 factor represents the agreed fuel-sensitive share of the Base Rate. If P goes below $4.50 per gallon, the City will not receive a reduction or credit.

8.3 Example Only. If P were $5.262, the formula would yield approximately $0.33 per month on a $16.00 Base Rate and $0.48 per month on a $23.83 Base Rate. A March 2026 monthly average of $3.89, standing alone, would not control because the formula uses the previous full calendar year's annual average. This example does not establish P for any contract year.

8.4 Documentation and Timing. Contractor must provide the City the EIA annual series and its calculation at least sixty (60) days before July 1. A surcharge may not begin until the City confirms the calculation in writing. If EIA later revises a published value, the next annual calculation will use the value then officially published; there will be no retroactive rebilling unless the Parties agree in writing.

8.5 Successor Series. If EIA discontinues or materially changes the series, the Parties will use the most comparable official EIA Midwest on-highway diesel series, applying the same formula. If no comparable series exists, no new surcharge will be imposed until the Parties adopt a written substitute.

9. PAYMENT

9.1 Payment Terms. Contractor shall invoice Rose Hill Customers quarterly for their selected regular service at the rates in effect for the applicable service period. Rose Hill Customers shall pay all invoiced charges within thirty (30) days of the date of the invoice.

9.2 Convenience Fee. Rose Hill Customers that pay their invoices using credit cards, debit cards and digital wallets may be subject to a convenience fee charge by the payment system provider ($1.99 USD per transaction for residential service, fee amount subject to change pursuant to Sections 5.2 and 6.2). The convenience fee amount will be disclosed to Rose Hill Customers during the bill payment process and they will have the opportunity to consent to the convenience fee, or to pay their invoices by direct electronic debit from a bank account (e.g., Automated Clearing House or ACH network in the U.S.) for which no convenience fee will be applied.

9.3 Resident Transition Credit. As a customer service accommodation and without admitting the validity, enforceability, or applicability of any charge imposed by a prior service provider, Contractor shall provide a one-time bill credit of up to Twenty-Five Dollars ($25.00) to any residential customer who, in connection with the transition of services under this Agreement, is assessed and pays a cart removal fee by the customer's prior waste service provider. Any such credit shall be limited to the actual amount paid, not to exceed $25.00 per residential account, and shall be provided only upon the customer's submission of reasonable documentation evidencing the charge and payment. Contractor's provision of such credit shall not constitute an assumption of, responsibility for, or agreement with any charge assessed by a prior service provider.

10. DISASTER AND EMERGENCY ASSISTANCE

10.1 Trigger. This Section applies when the Governor of Kansas declares a disaster emergency covering the City of Rose Hill or Butler County.

10.2 Priority and Reduced Rate. Subject to personnel safety and availability, lawful access, equipment availability, and disposal capacity, Contractor will give the City reasonable priority for emergency collection, storm-debris hauling, temporary containers, and related solid-waste support.

10.3 Regular Residential Service. Contractor will use commercially reasonable efforts to restore regular Residential Service promptly after an emergency. No charge applies for a collection not performed, except where service is temporarily delayed and later completed in the same billing period.

11. COMMUNITY COMMITMENTS

11.1 City Facilities. Contractor will provide containers and services for City facilities at no cost including:

- 15385 SW 160th - current 4 Cu. Yd. for Trash, 1x per week
- 629 E. School Street – current 4 Cu. Yd. for Trash, 1x per week
- 125 W. Rosewood - current 2 Cu. Yd. for Trash, 1x week
- 306 N. Rose Hill Road – current 2 Cu. Yd. for Trash, 1x week
- A 95-gallon recycling container and every other week service shall be offered at 125 W. Rosewood and 306 N. Rose Hill Road.

11.2 Independent Obligations. The obligations in this Section are material consideration for the Agreement, are separate from Customer rates, and may not be passed through as a separate Customer fee.

12. CITY CONTACT; MEETINGS; ANNUAL REPORT

12.1 Primary Contact. Within ten business days after execution, Contractor will designate in writing a primary contact and alternate contact, including direct

telephone and email information. Contractor will update the designation within five business days after a change.

12.2 Council Meetings. The primary contact or a knowledgeable substitute will attend City Council meetings when reasonably requested by the City on at least five business days' notice, except that shorter notice may be given for urgent service or emergency matters.

12.3 Annual Report. By March 1 of each year, Contractor will provide a written report covering the prior calendar year, including at minimum: Residential Units served by service option; tons of trash delivered to the Butler County Landfill; missed-collection and complaint metrics; safety incidents materially affecting City service; route or facility changes; CPI and fuel-adjustment information; confirmation of franchise-fee payment; disaster assistance; and recommendations for service improvement. Contractor will present the report to the Council if requested.

13. LICENSES; COMPLIANCE; NONDISCRIMINATION

Contractor will obtain and maintain all required licenses, permits, vehicle registrations, and facility authorizations; comply with the approved regional solid-waste management plan and Applicable Law; and not discriminate in employment or service on a basis prohibited by law. The City's Standard Contract Addendum containing the mandatory State of Kansas Contractual Provisions, Form DA-146a, attached as **Exhibit A**, are incorporated into and made part of this Agreement. The applicable mandatory provisions of Form DA-146a and the City Contract Addendum are incorporated into this Agreement. Any conflict shall be resolved under §24.2. Contractor will promptly notify the City of a material permit suspension, environmental enforcement action, or regulatory event reasonably likely to impair Services.

14. INSURANCE

Before service begins and throughout the Term, Contractor will maintain insurance with insurers authorized to do business in Kansas: commercial general liability of at least $2,000,000 per occurrence and $4,000,000 aggregate; automobile liability of at least $2,000,000 combined single limit; workers' compensation as required by Kansas law and employers' liability of at least $1,000,000; and pollution liability of at least $2,000,000 per claim and aggregate. The City and its officials and employees will be additional insureds on the general and automobile liability policies for liability arising from Contractor's work, to the extent commercially available. Certificates and requested endorsements must be provided before service and upon renewal. Coverage will be primary and noncontributory to the extent stated in the policy.

15. INDEMNIFICATION; RESPONSIBILITY

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless the City and its officers and employees from third-party claims, damages, penalties, response costs, and reasonable attorneys' fees to the extent caused by Contractor's negligence, willful misconduct, violation of law, or breach of this

Agreement, including spills or releases from Contractor's vehicles or collected Trash and Recyclables while in Contractor's custody. Contractor has no duty to indemnify for the City's sole negligence or willful misconduct. Nothing in this Agreement waives any immunity, defense, or liability limitation available to the City under Kansas law, including the Kansas Tort Claims Act.

16. PERFORMANCE; DEFAULT; REMEDIES

16.1 Records and Audit. Contractor will keep service, complaint, tonnage, rate-calculation, insurance, and community-commitment records for at least five years and provide records reasonably necessary to verify compliance, subject to lawful protection of Customer and proprietary information.

16.2 Notice and Cure. For a nonemergency breach, the nondefaulting Party will give written notice describing the breach. The defaulting Party has ten business days to cure, or, if cure reasonably requires longer, to begin cure within ten business days and diligently complete it within thirty days. No cure period is required for fraud, abandonment, an imminent threat to health or safety, repeated uncured material breach, or loss of authority necessary to perform.

16.3 City Remedies. For Contractor default, the City may require a corrective-action plan, obtain substitute emergency service and recover reasonable incremental costs, offset amounts owed by the City, seek specific performance or injunctive relief, terminate under Section 17, or pursue other lawful remedies. Remedies are cumulative but may not result in double recovery.

16.4 Service Credits. For a verified missed collection not timely cured under Section 4.4, Contractor will credit the affected Customer one prorated weekly portion of the monthly regular-service charge upon request. A pattern of missed collections may constitute material breach regardless of credits.

17. TERMINATION

17.1 For Cause. Either Party may terminate for the other Party's material breach that remains uncured after Section 16 notice. The City may terminate immediately upon Contractor's abandonment of Services, insolvency that materially impairs performance, loss of necessary authority, or conduct creating an imminent material public-health threat.

17.2 City Nonappropriation or Invalidity. If a court finally determines that the City lacked authority to grant a material part of this Agreement, or if any City payment obligation is not lawfully appropriated, the City may terminate without further prospective liability after reasonable notice; accrued obligations and Customer refunds otherwise required survive.

17.3 Effect. Termination ends exclusivity and future performance obligations except reasonable transition period/cart retrieval, payment, records, indemnity, audit, confidentiality, and provisions that by nature survive.

18. FORCE MAJEURE

Neither Party is liable for delay caused by an event beyond its reasonable control that could not reasonably have been avoided, including severe weather, declared disaster, epidemic, war, terrorism, civil disorder, or governmental order. The affected Party must promptly notify the other, mitigate impacts, and resume performance as soon as practicable. Labor shortages, equipment failure, fuel-price changes, or subcontractor default are not force majeure to the extent reasonably preventable. Force majeure does not excuse Contractor's emergency-assistance duties except as expressly limited in Section 10.

19. ASSIGNMENT; SUBCONTRACTING; CHANGE OF CONTROL

Contractor may not assign this Agreement, subcontract substantially all Services, or transfer control of the contracting entity without the City's prior written consent, not to be unreasonably withheld when the proposed transferee demonstrates equal or greater qualifications and assumes all obligations in writing. Routine use of permitted disposal, processing, repair, or specialty-service vendors is not an assignment, but Contractor remains fully responsible for their work.

20. RELATIONSHIP; PERSONNEL

Contractor is an independent contractor and has exclusive control over its personnel and methods, subject to this Agreement and Applicable Law. No Contractor worker is a City employee. Contractor is responsible for wages, taxes, training, supervision, background requirements imposed by law, and safe operations.

21. NOTICES

Formal notices must be in writing and delivered personally, by nationally recognized overnight carrier, or by certified U.S. mail, return receipt requested. Email may supplement but not replace formal delivery. Notices are effective on receipt or documented refusal.

CITY	CONTRACTOR
City Administrator City of Rose Hill 125 W. Rosewood St. P.O. Box 185 Rose Hill, KS 67133 Copy: City Attorney	Waste Management of Kansas, Inc. Attn: John Blessing 2601 Midwest Dr Kansas City KS 66111

22. PUBLIC RECORDS; CONFIDENTIAL INFORMATION

City records are subject to the Kansas Open Records Act and other Applicable Law. Contractor must clearly identify any submitted material it claims is lawfully exempt and state the basis; the City will determine disclosure duties and, when legally permitted and practicable, notify Contractor before disclosure. The City does not guarantee confidentiality. Contractor will protect Customer personal information and use it only for performance of this Agreement and lawful business purposes.

23. ETHICS; NO IMPROPER INFLUENCE

Contractor will comply with applicable ethics, campaign-finance, anti-kickback, and conflict-of-interest laws.

24. GENERAL PROVISIONS

24.1 Governing Law and Venue. Kansas law governs. Exclusive venue for an action concerning this Agreement lies in the District Court of Butler County, Kansas, except where federal jurisdiction is exclusive.

24.2 Entire Agreement; Order of Precedence. This Agreement, the approving Ordinance, its exhibits, and any expressly incorporated solicitation and accepted proposal constitute the entire agreement. Conflicts shall be resolved in the following order: (1) mandatory provisions of Kansas law and Form DA-146a that may not lawfully be omitted; (2) the Ordinance with respect to the City's legislative, police, and regulatory authority; (3) the City Contract Addendum; (4) this Agreement; (5) the remaining Agreement exhibits; (6) the City's solicitation; and (7) Contractor's accepted proposal.

24.3 Amendment; Waiver. An amendment must be in writing and approved by authorized representatives, including governing-body approval when required. A waiver must be written and applies only to the stated instance.

24.4 Severability and Reformation. An invalid provision will be severed or reformed to the minimum extent necessary while preserving lawful intent. If invalidity materially defeats the bargain, either Party may invoke Section 17.2.

24.5 No Third-Party Beneficiaries. Except for Customers' express rights to stated rates, service credits, and prepayment protections, this Agreement creates no third-party beneficiary rights.

24.6 Interpretation. Headings are for convenience. "Including" is nonexclusive. Singular includes plural. No presumption applies against a drafter. Time periods use calendar days unless business days are stated.

24.7 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each treated as an original.

25. AUTHORITY; EFFECTIVENESS

Each signer represents authority to bind the named Party. The City's obligations are effective only after all approvals, ordinance, publication, and other conditions required by Applicable Law have been satisfied. Contractor must provide its exact legal name, formation jurisdiction, good-standing evidence, and signing authority before execution.

SIGNATURES

CITY OF ROSE HILL, KANSAS

By: Janine Schardy

Name/Title: Mayor

Date: 10-19-26

ATTEST: Holly Wadkins

WASTE MANAGEMENT OF KANSAS, INC,

By: _____

Name/Title: _____

Date: _____

EXHIBIT A

CITY OF ROSE HILL, KANSAS STANDARD CONTRACT ADDENDUM

[H.B. 2116, 2026 Kan. Sess. Laws ch. 123, §§ 1–5 (requiring cities of the second and third class to incorporate the mandatory provisions of Form DA-146a into contracts entered into after July 1, 2026]

This Standard Municipal Contract Addendum ("Addendum") is incorporated into and made part of each agreement, contract, purchase order, software license, professional-services agreement, lease, subscription, memorandum of understanding, or other contractual arrangement (collectively, the "Agreement") between the City of Rose Hill, Kansas ("City") and the other contracting party ("Contractor"). The Agreement must identify the Contractor and the effective date.

The provisions of this Addendum prevail over any conflicting or potentially conflicting provision in the Agreement or any related attachment, proposal, quotation, invoice, online term, or other document. A conflicting term is nullified unless the Agreement expressly identifies the deviation from this Addendum and the deviation is approved in writing by a City representative authorized to approve it under Kansas law and City ordinance or policy.

1. **Kansas Law and Venue.** The Agreement shall be governed by and construed under Kansas law, without regard to conflict-of-law principles. Jurisdiction and venue for any action arising out of or relating to the Agreement shall lie only in a court of competent jurisdiction in the State of Kansas and, to the extent permitted by law, in Butler County, Kansas.

2. **Cash Basis Law; Non-appropriation.** The City is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and amendments thereto. The City's obligations are limited to funds lawfully budgeted, appropriated, and available for the purpose. Nothing in the Agreement creates a debt or obligation in violation of Kansas law. If sufficient funds are not lawfully available to continue the Agreement, the City may terminate it without penalty by written notice, effective no later than the end of the fiscal period for which funds are available. The City will provide reasonable advance notice when practicable and will pay lawful charges for conforming goods or services accepted through the effective termination date.

3. **No Indemnification by City.** No provision shall require the City or its officers, employees, or agents to defend, indemnify, or hold harmless Contractor or any third party. Any such provision is null and void. Contractor's indemnity obligations, if any, remain subject to the express terms of the Agreement.

4. **Governmental Immunity and Statutory Protections**. Nothing in or related to the Agreement waives or limits any immunity, defense, notice requirement, damage limitation, or other protection available to the City or its officers, employees, or agents under the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., other Kansas law, or the United States or Kansas Constitution.

5. **Arbitration; Damages; Fees**. The City does not agree to binding arbitration, damages or penalties unavailable under Kansas law, or contractual payment of Contractor's attorney fees, collection costs, finance charges, late charges, or similar amounts unless

expressly approved in the Agreement by an authorized City representative. To the fullest extent permitted by law, neither party shall be liable for punitive, exemplary, special, incidental, indirect, or consequential damages, including lost profits or business interruption. Nothing in this paragraph waives a liability that Kansas law does not permit the City to waive or limit.

6. **City Remedies and Warranties**. No provision shall exclude, modify, disclaim, or limit any warranty, remedy, damage, or right of action available to the City at law or in equity, including the implied warranties of merchantability and fitness for a particular purpose, unless the limitation is conspicuous, expressly identified, and approved in writing by an authorized City representative.

7. **Taxes**. The City shall not be responsible for, or indemnify Contractor for, any federal, state, or local tax imposed upon Contractor or upon the subject matter, income, payroll, property, or performance of the Agreement, except for a tax the City is expressly required by law to pay.

8. **Insurance**. Contractor shall maintain the insurance required by the Agreement and furnish evidence of coverage upon request. The City is not required to purchase insurance against loss or damage relating to Contractor's property or performance or to establish a self-insurance fund for Contractor's benefit. Failure to maintain required coverage is a material breach.

9. **Acceptance and Authority**. The Agreement is not accepted, approved, or effective until all approvals required by Kansas law and City ordinance or policy have been obtained and it has been signed by an authorized City representative. By signing, Contractor's representative warrants that the representative is authorized to bind Contractor and that Contractor agrees to the Agreement.

10. **Nondiscrimination**. Except when exempt under K.S.A. 44-1030(c), Contractor agrees: (a) to observe the Kansas Act Against Discrimination and not discriminate against any person in performing the Agreement because of race, religion, color, sex, disability, national origin, or ancestry; (b) to include the phrase "equal opportunity employer," or a similar phrase approved by the Kansas Human Rights Commission, in solicitations or advertisements for employees; (c) to comply with the reporting requirements of K.S.A. 44-1031 and amendments thereto; (d) that failure to comply with those reporting requirements constitutes a breach for which the City may cancel, terminate, or suspend the Agreement, in whole or in part; (e) that a final finding by the Kansas Human Rights Commission that Contractor violated the Kansas Act Against Discrimination constitutes a breach for which the City may cancel, terminate, or suspend the Agreement, in whole or in part; and (f) to include the provisions required by K.S.A. 44-1030(a)(1) through (4) in every subcontract or purchase order so they bind each subcontractor or vendor. Contractor also shall comply with the Kansas Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other applicable federal, state, and local nondiscrimination laws.

11. **Public Records and Retention.** The City is subject to the Kansas Open Records Act, K.S.A. 45-215 et seq., and applicable records-retention requirements. No confidentiality, nondisclosure, trade-secret, or similar provision restricts the City's disclosure or retention of a record when required by law. The City will determine whether an exemption applies and may provide legally required notice before disclosure when reasonably practicable. Contractor shall reasonably assist the City in responding to requests involving records held by Contractor on the City's behalf.

12. **Compliance with Laws.** Contractor shall comply with all laws, regulations, ordinances, permits, licenses, and legally applicable employment-eligibility requirements governing its performance. Any requirement arising solely from a particular grant, funding source, or procurement program applies only when incorporated into the Agreement.

13. **Independent Contractor.** Contractor is an independent contractor. Nothing in the Agreement creates an employment, partnership, agency, fiduciary, or joint-venture relationship. Contractor controls the manner and means of performance, subject to the Agreement's requirements.

14. **Assignment and Subcontracting.** Contractor shall not assign, delegate, transfer, or subcontract a material obligation without the City's prior written approval. Approval does not relieve Contractor of responsibility for performance, and Contractor remains responsible for its subcontractors and vendors.

15. **No Automatic Renewal.** Any automatic-renewal or evergreen provision is deleted. A renewal or extension is effective only when approved in writing and signed by both parties and remains subject to lawful appropriation and availability of funds.

16. **Dispute Resolution.** The parties shall first attempt in good faith to resolve disputes through direct negotiation. The City does not consent to mandatory mediation or binding arbitration unless expressly approved in writing by an authorized City representative. Participation in negotiation or voluntary mediation does not waive any City defense, limitation, or remedy.

17. **Electronic and Additional Terms.** Additional or different terms appearing in a click-wrap or browse-wrap agreement, website, portal, invoice, quotation, acknowledgment, purchase confirmation, or similar document do not bind the City unless expressly accepted in a writing signed by an authorized City representative.

18. **No Limitation of Governmental Powers.** Nothing in the Agreement contracts away, restricts, or limits the City's police power, legislative discretion, zoning or regulatory authority, taxing authority, eminent-domain authority, or other governmental power. The City's lawful exercise of governmental authority does not constitute a breach of the Agreement.

19. **Amendment; Waiver.** An amendment, waiver, or modification is effective only if in writing and signed by authorized representatives of both parties. A failure or delay in enforcing a provision is not a waiver of that provision or any other provision.

20. **Force Majeure.** Neither party is liable for delay caused by an event beyond its reasonable control, except that force majeure does not excuse payment for conforming goods or services already accepted. The affected party shall promptly notify the other, use reasonable efforts to mitigate the delay, and resume performance when practicable.

21. **Severability and Survival.** If a provision is held invalid or unenforceable, it shall be enforced to the maximum lawful extent and the remaining provisions remain effective. Provisions that by their nature should survive termination—including public-records duties, accrued payment obligations, warranties, remedies, and limitations authorized by law shall survive.

22. **Order of Precedence.** Unless the Agreement expressly provides a different authorized order, conflicts shall be resolved in this order: Nonwaivable requirements of Kansas law, including Sections 2 and 3 of 2026 Kansas House Bill No. 2116; Mandatory provisions of Form DA-146a, as amended; The ordinance approving and incorporating the Agreement, with respect to the City's legislative, police, and regulatory authority; This Addendum; The Agreement.

EXHIBIT B
SINGLE STREAM SPECIFICATIONS

RECYCLABLE MATERIALS must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles and containers with the symbol #2 (milk jugs, detergent containers, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic with symbol # 5 – empty (yogurt cups, butter tubs, cold beverage cups, etc.)	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated) (ex. moving boxes, pizza boxes)
Glass food and beverage containers – any color	Magazines, glossy inserts and pamphlets
Paper cups - empty	

Non-Recyclables include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates and cups	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue and paper plates
Any Recyclables less than 4" in size in any dimension	Propane tanks, fuel cannisters
Batteries	

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of the City may not contain Non-Recyclables or Excluded Materials.

Recyclable Materials specifically exclude, and the City agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Contractor's property, its personnel or the public or materially impair the strength or the durability of the Contractor's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Contractor (collectively, "Excluded Materials").