Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

AMENDED AND RESTATED SOLID WASTE AND RECYCLING EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY OF SPARKS AND RENO DISPOSAL COMPANY D/B/A SPARKS SANITATION

This Amended and Restated Solid Waste and Recycling Exclusive Franchise Agreement (the "Agreement"), made effective January 26, 2026 (the "Effective Date"), is by and between the CITY OF SPARKS, a political subdivision of the State of Nevada, (hereinafter referred to as "City") and RENO DISPOSAL CO. a Nevada corporation, d/b/a SPARKS SANITATION (hereinafter referred to as "Franchisee").

WITNESSETH:

WHEREAS, NRS 268.081(3) authorizes the City to displace or limit competition in the area of collection and disposal of garbage and other waste; and

WHEREAS, NRS 268.083(2) authorizes the City to grant an exclusive franchise to any person to provide garbage and waste collection and disposal services within the boundaries of a City; and

WHEREAS, Section 7.12.010 of the Sparks Municipal Code authorizes the City Council to award an exclusive franchise for collection, hauling and disposal of all Solid Waste and Recyclable Material, as defined herein, within the City; and

WHEREAS, Franchisee has represented and warranted to City that it has the experience, responsibility, and qualifications to provide residents, commercial, and industrial institutions in the City, the collection and safe transport to permanent disposal facilities of all Solid Waste and Residential Premises Recyclable Material within the community; and

WHEREAS, City declares its intention of maintaining reasonable rates for reliable, proven collection, transportation and disposal of Solid Waste and Recyclable Material within the City; and

WHEREAS, City and Franchisee previously entered into an October 28, 2015 "Amended and Restated Garbage and Recycling Exclusive Franchise Agreement," and now wish to modify said agreement as provided herein;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained and for other valuable consideration, the receipt of which is hereby specifically acknowledged, the parties hereto do hereby agree as follows:

1. DEFINITIONS

As used in this Agreement, the following definitions apply:

1.1. **Code**. The term Code as used herein refers to the City of Sparks Municipal Code, including but not limited to Chapter 7.08 "Garbage and Refuse Control" and Chapter 7.12 "Collection of Garbage and Refuse."

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

1.2. **Commercial Premises**. All non-Residential Premises in the City, including any business establishment, public building or place, and buildings of a commercial nature containing dwelling units or living accommodations of a temporary or transient nature, including but not limited to motels, hotels, boarding houses and rooming houses.

1.3. **Contamination**. Materials placed in a Recyclable Materials container other than Recyclable Material.

1.4. **District Board of Health**. As used in this Agreement means the Northern Nevada District Health Board created pursuant to Chapter 439 of the Nevada Revised Statutes and by the interlocal agreement of the City of Reno, City of Sparks, and the County of Washoe, Nevada.

1.5. **District Health Officer**. As used in this Agreement means the person appointed by the District Board of Health pursuant to the authority of the state and local health laws, ordinances and regulations.

1.6. **Franchisee**. As used in this Agreement is Reno Disposal Company, Inc., d/b/a Sparks Sanitation, which is the entity awarded an exclusive franchise by the Sparks City Council pursuant to Code 7.12.010.

1.7. **Garbage**. The term "garbage" means:

1.7.1. Putrescible animal and vegetable waste resulting from the handling, storage, preparation, cooking, and sale and serving of food and beverage. This includes, but is not limited to:

1.7.1.1. Offal, swill, kitchen and table waste, and other organic animal and vegetable waste;
1.7.1.2. Bottles, cans, cups, plates, utensils, containers, and/or covering of any construction or material that has been in intimate contact with food, confection and/or beverage; and
1.7.1.3. Any component used in the preparation or manufacture of matter intended for animal or human consumption, and;
1.7.1.4. Such matter and/or materials listed in (1) through (3) above that have been discarded without first being sanitized.

1.8. **Infectious Waste**. Has the meaning ascribed by Section 010.285 of the District Board of Health Regulations Governing Solid Waste Management.

1.9. **Master Billed Community**. A parcel of real property on which more than one dwelling unit (each of them unattached) is located, where the owner of such parcel elects to receive from Franchisee, and will pay, single invoices for all Refuse collection services at the parcel. Master-Billed Communities do not include Multi-Family Residential Premises. Master-Billed Communities are considered Residential Premises for purposes of this Agreement.

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

1.10. **Multi-Family Residential Premises**. A parcel of real property on which five (5) or more attached dwelling units are located. Multi-Family Premises shall be deemed a Commercial Premises for purposes of this Agreement.

1.11. **Overage**. Means (1) continuous material extending at least 10 inches above the fill line and outside of the container across the entire length/front rim of the container, (2) continuous material extending at least 20 inches above the fill line and outside of the container across at least one-half the length/front rim of the container (but less than the entire length/front rim of the container), or (3) if the container lid is closed and garbage is on top of lids.

1.12. **Putrescible Waste**. The term "putrescible" has the meaning ascribed to it in Section 7.08.010(E) of the Code and further defined by regulations of the District Board of Health.

1.13. **Recyclable Materials**. Means the materials set forth in Exhibit B attached hereto that are separated by the generator from other types of Solid Waste for purposes of Recycling.

1.14. **Refuse**. The term "refuse" as used herein refers generally to all forms of discarded solid waste, including garbage, rubbish as defined in Code 7.08.010(D) and waste matter as defined in Code 7.08.010(E).

1.15. **Residential Premises**. Single-Family Premises.

1.16. **Single-Family Premises**. A parcel of real property in the City (a) on which four (4) or fewer dwelling units are located, or (b) that are Master-Billed Communities.

1.17. **Solid Waste**. Has the meaning ascribed to it in NRS 444.490 which definition includes all putrescible and non-putrescible refuse in solid or semisolid form, including, but not limited to, garbage, rubbish, junk vehicles, ashes or incinerator residue, street refuse, dead animals, demolition waste, construction waste, solid or semisolid commercial and industrial waste. The term does not include "hazardous" waste as that term is defined by NRS 459.400 to 459.600, inclusive. Franchisee is under no obligation, and may not service, any containers containing hazardous materials.

1.18. **Unacceptable Waste**. 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, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Franchisee pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Franchisee's equipment or facilities, or present a substantial endangerment to the health or safety of the public or Franchisee's employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

2. GRANT OF EXCLUSIVE SOLID WASTE FRANCHISE.

2.1. Grant of Exclusive Franchise.

2.1.1. Subject to the terms of this Agreement, the City does hereby grant to Franchisee, and Franchisee does hereby accept, the exclusive duty, right and privilege of collecting, removing, transporting, disposing, recycling or otherwise handling (a) all Recyclable Materials generated or coming to exist at Residential Premises, and (b) and all Solid Waste (including Garbage, Refuse and Rubbish) generated or coming to exist at residential, commercial, and industrial establishments within the City, including any area hereinafter annexed by the City, excluding (i) source-separated Recyclable Materials generated by Commercial Premises that does not include more than 10% non-Recyclable Materials, (ii) large items that do not fit in the customer's Solid Waste container collected by Franchisee (including, e.g., "junk hauling" of household furniture), and (iii) construction and/or demolition waste.

2.1.2. The term "exclusive" as used herein means that the City has exercised it authority under NRS 268.081 to displace and limit all competition so that Franchisee shall be the sole provider of collection, transport, disposal, and recycling services for Recyclable Materials generated or coming to exist at Residential Premises and Solid Waste under this Agreement and under City ordinances.

2.1.3. Except as provided in section 2.2 below, or where the Northern Nevada District Health has issued an exemption from Solid Waste service, all residential, commercial, industrial premises and community activities within the City shall be required to utilize the collection and container services provided by Franchisee for the collection and disposal of Solid Waste.

2.2. **Exclusivity**. This franchise is exclusive in nature, and neither the City nor any owner or operator of Commercial Premises or Residential Premises shall make or enter into any other agreement or arrangement for the collection, transport, removal, disposal, or recycling of Recyclable Materials generated or coming to exist at Residential Premises or Solid Waste from within said City boundaries during the term of this Agreement, or of any extension or renewal thereof, except as expressly provided in this Agreement in Section 2.1.1(i), (ii), and (iii). For purposes of clarity, Franchisee does not have the exclusive right to collect source-separated Recyclable Materials from Commercial Premises that have 10% or less non-Recyclable Materials.

2.3. **Enforcement of Exclusivity of Franchise**. All Residential Premises and Commercial Premises that generate Solid Waste shall be required by City to utilize the collection and container services of Franchisee provided for herein. Pursuant to Code §7.08.020 it is unlawful for any person, except Franchisee, to haul or carry or operate or drive a vehicle containing Solid Waste in the City. To the extent permitted by law, the City and/or Franchisee shall prohibit any person from providing the same or similar service for the collection, hauling, disposing, or recycling of Solid Waste and Recyclable Materials generated or coming to exist at Residential Premises within the City that is in violation of the terms of this exclusive franchise Agreement.

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

3. **Term**. The term of this Agreement shall commence on January 26, 2026, and expire on June 30, 2038. The parties may agree in writing to extend the Agreement for two additional five (5) year terms. Franchisee shall give written notice to the City at least 6 months prior to the expiration of the then-existing term regarding its desire to extend the term. The City shall give written notice to the Franchisee at least 6 months prior to the expiration of the then-existing term regarding its desire to not extend the term.

4. **Title to the Solid Waste Stream**. The title to Solid Waste and Recyclable Materials generated or coming to exist at Residential Premises collected by Franchisee hereunder (excluding Hazardous Wastes), and the property rights associated therewith, shall be the sole property of Franchisee. For purposes of this Agreement, the transfer of title occurs at the time that material is deposited by customers in containers and left for collection by Franchisee.

5. **OBLIGATIONS OF FRANCHISE HOLDER**.

5.1. **Equipment**. Franchisee shall at its sole cost and expense, furnish a sufficient number of trucks and other equipment, including all drivers and workers required for the service, operation, and maintenance of said trucks and other equipment for the purposes of providing a regular and satisfactory solid waste collection, disposal and recycling service in the areas covered hereby.

5.2. **Sanitary Operation**. Franchisee shall at all times exercise diligence in the supervision of its personnel to the end that care is taken to deposit all material inside collection vehicles, leaving no Solid Waste, Recyclable Material, or other waste matter upon any street, alley, walkway or other public place within the City, or upon any private property used for the collection of Solid Waste, Recyclable Material, and other waste matter. Collection vehicles shall be safe, adequate and clean, constructed in such a manner to be completely covered so as to prevent the spilling, dripping or blowing of any contents from the vehicle. Franchisee's collection equipment shall be modern, up-to-date, maintained in good repair, and reasonably watertight. The exterior of the equipment shall be kept clean and presentable.

5.3. **Public Relations and Customer Service**. The City and Franchisee acknowledge and agree that the Franchisee shall at all times in the performance of its duties and responsibilities under this Agreement, maintain good relations with the public and shall promptly respond to customer issues. To this end:

5.3.1. Franchisee shall diligently exercise supervision and training of its personnel so that the public coming into contact with such personnel shall be treated decently and courteously at all times.

5.3.2. Franchisee shall provide an office and telephone number within Washoe County wherein customers can transact business with Franchisee, during regular and posted office hours, which shall be not less than 9 a.m. to 5 p.m., Monday through Friday, except holidays. The office shall accept and administer all requests for service initiations, terminations, and modifications, including special services and complaints.

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

5.3.3. Franchisee shall maintain a computer log of all oral and written service complaints registered with Franchisee from customers. Franchisee shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all customer complaints.

5.3.4. Franchisee shall periodically survey its residential and commercial customers, preferably by an independent outside consultant, to determine the level of satisfaction of customers with the service provided by Franchisee. The results of that survey shall be included in the annual report to the City Manager and/or City Council described in subsection 5.3.6 hereof, or sooner as requested by the City.

5.3.5. Franchisee shall report annually to the City Manager or City Council, as requested by the City, regarding compliance with its responsibilities under this section.

5.4. **Contamination and Overage.**

5.4.1. Notices of Violation. Where Franchisee documents that a particular customer has Contamination or Overage, Franchisee shall collect the offending material (where collection can be done safely and excluding material laying on ground) and provide written notice to the customer, including by electronic means if such contact information is provided by customer, with the following information (a "Violation Notice"):

5.4.1.1. Date of the offense;
5.4.1.2. Description of the offense;
5.4.1.3. If available, a photograph or video (or link to photograph or video);
5.4.1.4. A description of the materials that are appropriate for collection in said container and a link to view online with educational materials; and
5.4.1.5. A website to obtain additional information and/or receive responses to questions the customer may have.

5.4.2. Contamination Warnings and Charges. This Section 5.4.2 applies to Residential Premises only; collection of Recyclable Materials from Commercial Premises is outside the scope of this Agreement, and such services will be governed by separate agreements with the customer.

5.4.2.1. First and Second Occurrences. Franchisee shall service containers with Contamination except where there is visible Unacceptable Waste. Franchisee shall provide a Violation Notice for the first and second occurrence of Contamination to the customer. Franchisee will use best efforts to send Violation Notices within 1 business day via email and on the My WM Mobile App, and to mail within 3 business days via regular mail.

5.4.2.2. Third and Subsequent Occurrences. Franchisee may opt to not collect Recyclable Materials containers with Contamination; in such event of a third and or subsequent occurrence, the customer may request the container be collected as Solid Waste, and an additional fee will apply in the amount set forth in Exhibit A. Alternatively, Franchisee may collect a container with Contamination and invoice the customer a Contamination Charge in the

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

amount set forth in Exhibit A. In either case, Franchisee shall provide a Violation Notice. After four occurrences, Franchisee may elect to discontinue Recyclable Materials collection services and remove the applicable container(s).

5.4.3. Overage Warnings and Charges.

5.4.3.1. Franchisee may opt to not collect Overage. In such event, the customer may correct the Overage and request that Franchisee return to service the container (an additional fee will apply as set forth in Exhibit A).

5.4.3.2. This Section 5.4.3.2 applies to Residential Premises only.

5.4.3.2.1. First and Second Occurrences. Franchisee shall service containers with Overage except where there is visible Unacceptable Waste or regarding material outside of the container. Franchisee shall provide a Violation Notice, where such contact information has been provided, but not charge an Overage fee. Franchisee will use best efforts to send Violation Notices within 1 business day via email and on the My WM Mobile App, and to mail within 3 business days via regular mail.

5.4.3.2.2. Third and Subsequent Occurrences. Franchisee shall service containers with Overage except where there is visible Unacceptable Waste or regarding material outside of the container. Franchisee shall provide a Violation Notice, where such contact information has been provided, and may charge an Overage fee as set forth in Exhibit A. After four occurrences of Overage, Franchisee may increase the customer's Solid Waste service level (i.e., either a larger or additional Solid Waste container), and may charge for such additional service according to Exhibit A. After 12 months with no Overage occurrences, customers may request that the Solid Waste service level be reduced to the original level.

5.4.3.3. This Section 5.4.3.3 applies to Commercial Premises only.

5.4.3.3.1. For purposes of Section 5.4.3, the following applies:

5.4.3.3.1.1. "Occurrences" are based on Franchisee customer account number and material type. Therefore, if a customer account number includes one Solid Waste container and one Recyclable Materials container, a Solid Waste Overage warning does not apply when calculating Recyclable Materials Overage warnings.

5.4.3.3.1.2. There may not be more than one "occurrence" per day per customer account and material type, regardless of the number of containers.

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

5.4.3.3.1.3. There may not be more than once "occurrence" during a 7-day period per customer account and material type.

5.4.3.3.1.4. After 12 months, an "occurrence" will no longer be counted toward a customer account and material type. Therefore, a Solid Waste Overage on March 1, 2026 will no longer be counted toward the customer account's Solid Waste Overage effective March 1, 2027.

5.4.3.3.1.5. Franchisee will use best efforts to send Overage Violation Notices within 1 business day via email and on the My WM Mobile App, and to mail within 3 business days via regular mail.

5.4.3.3.2. First and second occurrence of Overage: Franchisee shall provide a Violation Notice to the customer of documented occurrences of Overage, and will not charge an Overage Charge.

5.4.3.3.3. Third and subsequent occurrences of Overage: If Franchisee collects a container with Overage, it may invoice the customer an Overage Charge in the amount set forth in Exhibit A. In such event, the Company shall provide a Violation Notice. Customers may contest an Overage occurrence through Franchisee's customer service telephone line, customer service email, and the Franchisee app.

5.4.4. Overweight Containers. Franchisee may refuse to collect any Solid Waste or Recyclable Materials container which Franchisee reasonably believes to be overweight. A container shall be considered "overweight" if the total weight of the container and contents exceeds two times the volume capacity of said container (e.g., 192 pounds for a 96-gallon cart).

5.5. **Approved Landfill.**

5.5.1. Franchisee shall be required to deposit all Solid Waste collected pursuant to this Franchise Agreement, and not diverted through recycling, at an approved landfill site. For purposes of this Franchise Agreement, an approved landfill site is one holding a valid permit to permanently deposit municipal solid waste in accordance with all applicable laws and regulations of the United States, the State of Nevada, and the Nevada Environmental Commission.

5.5.2. It shall be the sole responsibility of Franchisee to provide for the permanent deposit of municipal solid waste collected pursuant to this Agreement, in accordance with all applicable Federal, State and Local laws and regulations. Franchisee shall comply with this requirement by operating its own landfill or by entering into an agreement with the operator of a landfill that meets the requirements of this Agreement.

5.5.3. In the event that technology advances to the point that other options are available for the ultimate disposal of Solid Waste that provides the potential that it may be used as a source of renewable energy or converted to renewable fuel,

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

and such other options are commercially viable and attractive for Franchisee, the Franchisee and the City will work with the regulator to obtain approval to divert solid waste collected under this Franchise Agreement to a facility providing those technologies.

5.5.4. Franchisee shall provide through the operator of the landfill for the residents of the City of Sparks to dispose of refuse and waste matter, free of charge, at the landfill site during a 9-day period each May that coincides with the Earth Day activities.

5.6. **Transfer Station**.

5.6.1. Franchisee shall be required to utilize an approved transfer station unless it direct hauls material to a landfill or processing facility. The transfer station shall provide for the temporary collection and compaction of Solid Waste so that an economical method of transportation of Solid Waste to an approved landfill is utilized by Franchisee.

5.6.2. For purposes of this Franchise Agreement, an approved transfer station is one holding a valid permit for the temporary storage of municipal solid waste in accordance with all applicable laws and regulations of the State of Nevada, the Nevada Environmental Commission, and the Washoe County District Board of Health.

5.6.3. It shall be the sole responsibility of Franchisee to provide for a transfer station meeting the requirements of this Agreement. Franchisee may comply with this requirement by operating its own transfer station or by entering into an agreement with the operator of a transfer station which meets the requirements of this Agreement.

6. **FRANCHISE FEE**.

6.1. **Franchise Fee**. Franchisee, its successors and assigns, shall pay to City, in monthly installments during the term hereof, an amount equal to (a) fourteen (14%) percent of the "gross receipts" collected by Franchisee under this Agreement, plus (b) $83,333 per month. The $83,333 amount will be adjusted annually by the change in CPI, by the same percentage and on the same date as the Franchisee rates pursuant to Section 7.2.2. City reserves the right to increase the amount of the franchise fee during the term of this Agreement. In the event the City increases the franchise fee, then collection Rates under Section 7 hereof shall be automatically adjusted to reflect the increased franchise fee. All franchise fees paid by Franchisee to City under this Agreement shall be considered as a reasonable cost of operation for purposes of determining collection rates under Section 7.

6.2. **Definition of "Gross Receipts"**. The term "gross receipts" as used in this Agreement includes all money, cash, receipts, property, or other thing of value collected by Franchisee from both residential and commercial customers who use the service of Franchisee under this Agreement. Included in gross receipts is all sums collected by any companies operating within City which have cooperating agreements with

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

Franchisee or its assignees, licensees or permittees rendering services for and on behalf of Franchisee under this exclusive franchise Agreement.

6.3. **Record Keeping**. During the life of this Agreement, Franchisee shall keep full, true, and correct books, records, and accounts, establishing the identity and number of customers served by it, and the amount of its gross monthly receipts which said books, records, and accounts shall at all times be open to inspection by the duly authorized representatives of City during regular business hours. Further, Franchisee shall furnish to City monthly a statement of all of its gross receipts attested as being correct by a representative of Franchisee duly authorized to do so.

7. COLLECTION RATES AND PROCEDURES.

7.1. **Establishing Rates For Collection**. For and in consideration of Franchisee performing its obligations hereunder, Franchisee shall be entitled to invoice customers for all services provided under this Agreement according to the rates set forth in Exhibit A (the "Rates").

7.2. **Rates Adjustment by Consumer Price Index**.

7.2.1. The Rates to be charged by Franchisee to customers as of the effective date of this Agreement are set forth in Exhibit A and incorporated herein by reference. When any changes occur to the Rate structure, Franchisee will forward an updated Exhibit A to the City Manager thirty (30) days prior to the effective date of any rate increase.

7.2.2. The Rates set out in Exhibit A, and all rates established thereafter under this Agreement, shall be subject to annual increases based upon the percentage of change in the Consumer Price Index, All Urban Consumers, U.S. City Average-Item: Garbage and Trash Collection (1983—100) ("CPI") as published by the Bureau of Labor Statistics, Washington, D.C. commencing with the index for November, 2025 being the base period for purposes of making adjustments. The first adjustment shall be made effective as of February 1, 2027, and shall be based upon the CPI increase for the period November, 2025 to November, 2026, and rates shall be adjusted in the same manner annually thereafter. Rates adjusted in accordance with the CPI shall not be greater than six percent (6%) nor less than zero percent (0%) in any one year regardless of the percentage change in the CPI.

7.2.3. Notwithstanding the method of establishing Rates described above, Franchisee shall have the right to request an adjustment to rates, and City approval shall not be unreasonably withheld, where unforeseen or extraordinary circumstances result in significantly higher costs of operation that could not be reasonably anticipated. An example includes increased government fees related to the Solid Waste services.

7.3. **Residential Rates and Service**. For Single Family Premises services, Franchisee shall be entitled to collect a Solid Waste collection fee based upon the following criteria. The base Single Family Premises Rate, as it may be adjusted, includes the cost of one Solid Waste cart and one Recyclable Materials cart and the cost for

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

regularly scheduled removal, processing, and disposal (as described below), and the City's franchise fee.

7.3.1. Franchisee will collect Solid Waste on a weekly basis and Recyclable Materials on a bi-weekly basis. Franchisee will provide or has provided each dwelling unit one plastic cart designated for Solid Waste and an additional cart designated for Recyclable Materials. Carts provided by the Franchisee shall be a durable plastic container of approximately ninety-six (96) gallons in capacity, which is watertight, fitted with a lid, and equipped with wheels for easy handling. Carts for Recyclable Materials will have a green body with a blue lid. Embossed on the blue lid will be a description of materials acceptable for the Recyclable Materials program. Carts remain the property of the Franchisee. For each additional cart for Solid Waste or Recyclable Materials, an additional rate shall be charged by the Franchisee as set forth in Exhibit A.

7.3.2. All material must be placed inside the Solid Waste or Recyclable Materials cart. Excess material generated by a customer will not be allowed outside of the cart unless each excess item is "tagged" with a sticker (as provided by Franchisee) and does not exceed 50 pounds in weight and does not exceed 3 feet in width and height. Twenty (20) stickers per dwelling unit are included in the base service level; additionally, during the months of May and October each year, or as otherwise agreed by the parties, customers shall be allowed to place an additional 6 bags, boxes or bundles outside of their container on their service day without using a sticker.

7.3.3. Customers in good standing will be allowed 4 free trips per year to the Waste Management transfer station facilities in Reno or the Lockwood Regional Landfill to dispose of up to 3 cubic yards (approximately the size of a standard-sized pickup truck bed) of material. This access will be provided at any time that the facilities are open. Customers must show their proof of residency (i.e., current utility bill with a City address and their driver's license).

7.3.4. Pursuant to Code 7.08.060(C) it is unlawful for any owner or person in control of property where Solid Waste is generated on the premises to use any containers (other than designated containers) for storage of Solid Waste commonly referred to as "garbage cans" or similar containers, and Franchisee shall not be required to service such containers.

7.3.5. When requested by the customer, the Franchisee shall provide additional containers or more frequent collections on an on-call basis. The rate for such additional containers or collections is set forth in Exhibit A.

7.3.6. The designated container(s) shall be placed behind the curb or on the edge of the alley by 7:00 a.m. on the regular collection day. The Franchisee does not guarantee that service will be provided at exactly the same time on each service day, as unforeseen circumstances may cause an interruption in service; however, every effort will be made to provide consistency in residential service.

7.3.7. Yard service (i.e., Franchisee collecting containers that are not placed behind the curb or on the edge of the alley) will be provided to customers that (l) are

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

physically unable to move Carts as verified by a medical certificate, and (2) annually sign a sworn statement that they live in a residence with no other residents capable of moving Carts.

7.3.8. It is the responsibility of each customer to provide access to and from the designated container to allow regular collection service of the designated container in accordance with the Franchisee's normal method of operation. The Franchisee will not be required to service the container where there is a lack of proper access, and no fee credit will be provided.

7.3.9. Customers may request a 64-gallon designated container at a reduced rate as set out in the schedule of rates in Exhibit A.

7.3.10. Customers aged 70 years and older may request a senior rate that is 85% of the standard rate, and consists of a 64-gallon Solid Waste container and a 96-gallon Recyclable Materials container. Additionally, Franchisee will provide up to $20,000 per year on the low-income program described in Exhibit C.

7.4. **Commercial Rates**. For Commercial Premises service, Franchisee shall be entitled to collect a fee based upon the following:

7.4.1. Commercial Premises will be required to receive Solid Waste collection services from Franchisee. Such service level must be adequate to contain and remove all Solid Waste generated or coming to exist at the Commercial Premises. Options regarding container sizes and frequency of services are set forth in Exhibit A.

7.4.2. Commercial Rates shall be adjusted in the same manner as residential rates under Section 7.2 hereof.

7.4.3. Commercial Rates shall apply to each business establishment, public building or place, and buildings of a commercial nature containing dwelling units or living accommodations of a temporary or transient nature, including but not limited to motels, hotels, boarding houses and rooming houses.

7.5. **Rates for New Areas**. If the City should annex non-contiguous property, and Franchisee anticipates that provision of Solid Waste services to such areas will be more costly due to less dense routing, greater driving distances, etc., Franchisee may request that new Rates be established to compensate Franchisee for its increased costs. Upon such Franchisee request, the City and Franchisee will work in good faith to establish Rates for services to such new areas.

7.6. **Unlawful Accumulations**. In any area of the City where a rate has been established, the District Health Officer, upon application of either the Franchisee or any owner requesting service, shall have the power and authority to determine whether the service requested by an individual or business establishment is adequate to prevent the unlawful accumulation of Solid Waste or to prevent a health hazard or nuisance.

7.7. **Mandatory Service**. The rates for collection and disposal of Solid Waste as set forth herein have been established upon the condition that mandatory Solid Waste and

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

Recyclable Materials service for Residential Premises and mandatory Solid Waste service for Commercial Premises will be in effect for the entire area within the boundaries of City and for the entire period that a rate is in effect.

7.8. **Billing and Payment Procedures.**

7.8.1. Residential Premises. Billing shall be on a quarterly basis, and such charges shall be due and payable on the first day of each billing period. Franchisee shall be authorized to establish procedures for collecting delinquent accounts including the right to collect security deposits. The bill or charge for residential service shall be delinquent if not fully paid on the last day of each quarterly period.

7.8.2. Commercial Premises. Billing shall be on a monthly basis, in advance of services, and such charges shall be due and payable on the first day of each billing period. The bill or charge for service shall be delinquent if not fully paid on the last day of each monthly period.

7.8.3. Delinquent Customers. In case any person shall fail to pay the charges for Residential or Commercial service, within 15 days after the same become delinquent, the Franchisee shall be entitled to charge interest on such delinquent accounts at the rate of eighteen percent (18%) per annum. Failure to pay charges as set out herein may result in temporary interruption of service until such charges are paid in full by the Commercial or Residential customer. In this event, a reactivation fee as defined in Exhibit A may be charged by the Franchisee.

7.8.4. Tenants. Any owner of real property as shown on the Washoe County Assessor's records may request that billings be directed to tenants or temporary occupants of premises, but in no event, shall such designation relieve the owner of the real property from the primary obligation to pay the debt and obligation for Solid Waste and Recyclable Materials collection service to the premises.

7.9. **Service to City Facilities.** Franchisee agrees to collect and dispose of all Solid Waste without cost or charge, at all buildings, parks and other facilities owned by City which are open to the public and operating under normal conditions. This complimentary service provided by Franchisee shall not apply to the collection or disposal of any form of solid waste that requires special handling or equipment, solid waste resulting from natural disasters, businesses operating for profit on City properties under special licensing or franchise agreements, any special community event operated or sponsored by City, or any other types of extraordinary burdens that may be placed on Franchisee for removal of solid waste from property owned by City. Additionally, the City will not use its own trucks to collect and dispose of waste at the landfill or a transfer station that is generated by for-profit events. It is understood that this applies to Solid Waste and Recyclable Materials collection operations performed at City facilities by the Franchisee, along with Medical Waste Services and Solid Waste disposal by City at Waste Management of Nevada's disposal operations. Franchisee will work with the City during Force Majeure events to provide access to disposal facilities. The City may be responsible for obtaining a waste release permit from Northern Nevada Public Health and ensuring that the material does not exceed the threshold for prohibited contaminants.

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

7.10. **Service to Master-Billed Communities.**

7.10.1. Each parcel of real property on which more than one dwelling unit is located, excluding Multi-Family Residential Complexes, will make the decision as to whether it will be a Master-Billed Community, or if dwelling units will be responsible for establishing Solid Waste services directly with Franchisee. With regard to the latter, each Dwelling Unit will be treated as a Single-Family Residence.

7.10.2. Each dwelling unit in a Master-Billed Community will receive services as described in Section 7.3.

7.10.3. The owner or property manager of a Master-Billed Community will be responsible for providing updated information to Franchisee regarding each dwelling unit, including whether they receive a senior rate, and when a dwelling unit becomes vacant.

7.10.4. Each Master-Billed Community shall be charged the Single-Family Residential rate for each dwelling unit, less a 10% vacancy allowance regardless of actual vacancies, and an additional charge for each dwelling unit requesting additional carts or services; provided, however, an owner or manager of a Master-Billed Community, by using bins or drop-box containers, may apply to the Franchisee to be charged in accordance with the rates for business establishments as set forth in Exhibit A. No vacancy credit is allowed unless the dwelling unit is actually unable to accommodate a living unit due to administrative action taken to eliminate the lot through the planning process.

7.10.5. Master-Billed Community representatives will need to provide Franchisee with appropriate documentation in the form of any government issued identification in the event they are pursuing the senior rate for a dwelling unit, as well as proper medical documentation and verification from dwelling units seeking free yard service as set forth in section 7.3.7.

7.10.6. Master-Billed Community representatives are responsible for managing the excess sticker program by picking up stickers each January at the local office of Franchisee. Stickers will be allotted for 90% of the dwelling units within a Master-Billed Community.

7.10.7. Master-Billed Community representatives will provide dwelling units with a form that provides them with access to the transfer station or landfill.

8. RECYCLING PROGRAM.

8.1. **Definitions.** The following additional definitions apply to the recycling program to be offered as a part of service provided by Franchisee under this Agreement:

8.1.1. "Recycling Program" means a program whereby Recyclable Materials are separated at the source of the solid waste stream, or commingled at the source into a single recycling receptacle, and collected by Franchisee.

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

8.1.2. "Source-separated" means that Recyclable Materials have been removed from the solid waste stream by the generator, or at the generator's residence or place of business.

8.1.3. "Single Stream" means that Recyclable Materials have been co-mingled at the generator's residence or place of business into a single container for Recyclable Materials only.

8.2. **Recycling Service**. Franchisee will operate a Recycling Program as described in Section 7.3 above. Franchisee-provided containers designated for Recyclable Materials shall be used only for storage, placement and collection of Recyclable Materials, and no other materials of any kind may be placed in such containers. City and Franchisee may agree in writing to change the list of Recyclable Materials. Franchisee may refuse to collect materials placed in the Recyclable Materials container which do not conform to the specifications set forth in Exhibit B, and may charge contamination fees as set forth in Section 5.4.

8.3. **Exclusions to Recycling Exclusivity**. The right to collect, transport and manage Recyclable Materials generated or coming to exist at Residential Premises is an exclusive right granted to Franchisee hereunder, with the following exceptions in addition to those listed at 2.1.1(i) and (ii):

8.3.1. Source-separated Recyclable Materials that are donated by the generator to youth, civic, charitable, or other nonprofit organizations;

8.3.2. A property owner may personally self-haul and deposit Recyclable Materials at any licensed/permitted recycling facility or one of the recycling centers maintained by Franchisee;

8.3.3. Recyclable Materials generated on and collected from Commercial Premises;

8.3.4. Waste material typically collected and processed by licensed rendering companies.

8.4. **Rate for Recycling**. See Sections 7.3 and 7.8.

8.5. **Title To Recyclable Material**. From the time Recyclable Materials are placed for collection, Recyclable Materials are the property of Franchisee. Any person engaged in the unauthorized collection of Recyclable Materials shall be guilty of a misdemeanor as established by Code. Each such unauthorized collection constitutes a separate and distinct offense. Notwithstanding any criminal sanction that may apply, Franchisee shall have the right to enforce their property rights to Recyclable Materials under this Agreement in a civil action commenced for that purpose.

9. SURETY

9.1. **Surety**. Franchisee shall forthwith furnish to City a bond running to City in the penal sum of $1●●,●●● on the condition that said Franchisee shall well and truly observe, fulfill and perform each and every term and condition of this Agreement. Said bond shall be approved by the City Attorney and filed with the City Clerk.

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

10. **INDEMNITY AND HOLD HARMLESS AGREEMENT**.

10.1. **General Indemnity**. Franchisee, its assigns or successors, shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature to the extent caused by the breach of any representations, covenants or warranties of the Franchisee set forth in this Agreement, or any negligent actions or omissions or willful misconduct of the Franchisee, except for any such loss or damage to the extent caused by the sole negligence or willful misconduct of the City, its officers, officials, employees and agents.

10.2. **Environmental Indemnity**. Further, Franchisee shall protect, defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all claims for actual damage, natural resources damages, remediation and removal costs, and losses of every kind and description, arising out of or resulting from any cleanup, removal, remedial, or other plan, concerning the release of any hazardous substance or hazardous waste, as hazardous substance and hazardous waste shall be defined by state and federal laws, as amended from time to time. This indemnity shall not apply with respect to any hazardous waste or hazardous substance generated by the City or its residents or business and delivered by City to Franchisee. The foregoing indemnity is for the exclusive benefit of the City and parties indemnified, and in no event shall such indemnity inure to the benefit of any third party.

10.3. **Notice**. Franchisee shall have no obligation to indemnify or defend hereunder unless the City provides written notice to Franchisee of the occurrence of events giving rise to Franchisee's obligation to indemnify hereunder within ninety (90) days after the City knows or should have known of such events. The City shall cooperate in the defense of suit if requested by Franchisee.

11. **LIABILITY INSURANCE**.

11.1. **Coverage**. Franchisee shall guarantee that in the exercise of duties under the franchise, every reasonable and proper precaution to avoid damage or injury to persons or property shall be used and that the franchisee shall at all times and under all circumstances indemnify and hold harmless the City of Sparks, the Sparks City Council, and the employees of the city for any and all liability from each and all such damage, injury, loss or expenses caused or occasioned by reason of any act, or failure to act of the franchisee, its officers, agents, and employees. The franchisee further agrees that if the City is sued by any person or business of any kind to recover damages for injury to any person or property on account of actions during performance of duties under the franchise, the franchisee, its successors and assigns, shall defend all such suits and pay all judgments courts may enter in such suits.

11.2. Franchisee shall be required to provide and maintain in full force and effect Commercial General (and Auto) Liability Insurance on an occurrence form, with insurers with a current A.M. Best rating of no less than A: VII.

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

11.3. Limits of liability shall be at least $3,000,000 combined single limit per occurrence. If an aggregate limit applies, the limit must either apply separately to this agreement or shall be twice the required occurrence limit.

11.4. The City, its officers, employees, agents, and volunteers shall be named as additional insured. The franchisee's insurance shall be primary as respects the City. Failure to comply with reporting or other provisions of the policy shall not affect coverage provided to the city. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability; and shall be endorsed to state that coverage will not be cancelled except after 30 days prior written notice has been given to the City. Franchisee shall furnish the City with certificates and endorsements effecting coverage required by this clause. Endorsements must be signed by a person authorized by that insurer to bind coverage on its behalf.

11.5. Pursuant to NRS Chapters 616A through 616D, franchisee shall provide Workers' Compensation insurance to statutory limits and employer's liability of at least $1,000,000.

11.6. Franchisee shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

12. **TRANSFER ASSIGNMENT AND SUBCONTRACTS.**

12.1. **Franchisee's Right to Assign**. Franchisee reserves the right to assign or transfer its rights hereunder, provide that in such event, Franchisee shall file with the City Clerk written notice of any contemplated sale, transfer, assignment, or lease of such franchise or any part thereof, or of any other rights or privileges granted hereby, 30 days before such sale, transfer, assignment or lease is to become effective. No such sale, transfer, or assignment or lease of such franchise, or any part hereof, shall be effective until and unless approved in writing by the City, which approval shall not be unreasonably delayed or withheld.

12.2. Notwithstanding the foregoing, Franchisee shall have the right, without seeking or obtaining approval or authority from the City, to assign or transfer this Agreement to any affiliate of Franchisee or its parent corporation.

12.3. Subcontracts. Franchisee shall have the right to enter into subcontracts for the collection and disposal services required by this Agreement, provided that Franchisee shall remain responsible to City for the complete performance of all terms and conditions of this Agreement by such subcontractors. The term "subcontract" does not include any operations conducted under this Agreement by affiliated companies with Franchisee, including all companies owned or controlled by Franchisee's parent corporation. All subcontracts require the prior written approval of the City, which approval the City agrees shall not be unreasonably withheld. All subcontractors shall be required to fully perform all terms and conditions of this franchise Agreement and the City Codes pertaining to garbage and collection services, and subcontractors shall be required to collect at the rates established by City.

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

13. **DEFAULT; FORCE MAJEURE; CHANGE IN LAW.**

13.1. **Default.** In the event of any material failure or refusal of Franchisee to comply with any obligation or duty imposed on Franchisee under this Agreement, the parties shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. In the event the parties are unable to agree, and the City may declare an event of default hereunder; and in the event of such default, breach or deficiencies are not remedied or cured within 30 days after receipt of written notice of such default, breach or deficiency from the City, the City may, at its option, terminate this Agreement.

13.2. **Force Majeure.** The performance of this Agreement may be discontinued or temporarily suspended in the event of circumstances beyond a Party's control, whether or not foreseeable, including, without limitation Force Majeure. Franchisee shall not be deemed to be in default and shall not be liable for failure to perform under this Agreement if Franchisee's performance is prevented or delayed by circumstances beyond a Party's control, whether or not foreseeable, including, without limitation, Force Majeure or threat thereof. For purposes of this Agreement, the term "Force Majeure" means acts of God, landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, acts of terrorism, public riots, breakage, explosions, accident to machinery, equipment or materials, unavailability of required materials or disposal site, governmental restraint or other cases, whether of the kind enumerated or otherwise, which are not reasonably within the control of the party affected by the Force Majeure event.

13.3. **Changes In Law.** In the event that new or amended local, state or federal laws, rulings or regulations are enacted after the effective date of this Agreement and have the effect of preventing or precluding compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such new or amended local, state or federal laws or regulations, and the parties shall enter into an amendment of this Agreement that reflects the extent to which the provisions hereof have been so modified or suspended. Nothing in this Agreement shall prohibit Franchisee from obtaining or seeking to obtain modification, reversal or repeal of such law, ruling or regulation or restrict Franchisee's right to legally contest the validity of such law, ruling or regulation. Franchisee shall not be considered in breach of this Agreement during such time as Franchisee is contesting or appealing any notice of violation, ordinance, rule, regulation, ruling or law.

14. **MISCELLANEOUS PROVISIONS.**

14.1. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective successors and permitted assigns.

14.2. **Independent Contractor.** Franchisee is an independent contractor and shall not be deemed an employee of the City.

14.3. **Additional Fees.** So long as the franchise fee is paid by Franchisee, no other general business license fees shall be imposed upon Franchisee, or any of its affiliated companies, by City during the term of this Agreement for services provided under this

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

Agreement; provided, however, that Franchisee shall pay, in the same manner as any other business operating outside this Agreement, any applicable State business or licensing fees, real and personal property taxes, building permit fees, and other such fees.

14.4. **Amendment**. This Agreement, including any term or provision hereof, may be amended only by an instrument in writing and signed by the parties hereto. However, nothing in this agreement shall prevent the City and Franchisee from reaching mutual agreement on matters that improve the entire franchise, or any part thereof, such as providing more efficient and environmentally friendly methods of waste disposal and recycling that further the sustainability initiatives of both the City and Franchisee.

14.5. **Saving Clause and Entirety**. If any non-material provision of this Franchise Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Franchise Agreement.

14.6. **Notices**. All notices required or permitted to be given under this Franchise Agreement shall be in writing and shall be personally delivered or sent by U.S. certified mail, postage prepaid, return receipt requested, addressed as follows:

To Franchisee: President
Reno Disposal Company, Inc.
100 Vassar Street
Reno, NV 89520

To City: City Manager
City of Sparks
431 Prater Way
Sparks, NV 89431

Or to such other address as either party may from time to time designate by notice to the other given in accordance with this paragraph. Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) business days from the date such notice is deposited in the US mail.

[Signatures on following page]

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

RENO DISPOSAL CO., d/b/a
SPARKS SANITATION

Alex Oseguera, President

CITY OF SPARKS

Ed Lawson, Mayor

ATTEST:

Lisa Hunderman, City Clerk

APPROVED AS TO FORM:

Wes Duncan, City Attorney

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

EXHIBIT A – FRANCHISEE RATES

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

City of Sparks
Exhibit "A" Garbage Only
Effective February 1, 2026

CPI Adj.
4.56%

Residential Services				
Service Description	**Current Rate**	**Revised Rate- Elimination of surcharges**	**CPI Adj.**	**New Rate Eff 2/1/2026**
Bundled Services				
96 Gallon Cart/96 gallon recycling cart	$31.19	$31.19	$1.42	$32.61
64 Gallon Cart/96 gallon recycling cart	$30.00	$30.00	$1.37	$31.37
64 gallon Cart/96 gallon recycling cart-Senior (70+)***	$26.51	$26.51	N/A	$27.72
Ancillary Services				
Unscheduled / Bulky Item Charge	$157.26	$157.26	$7.17	$164.43
Additional per cubic yard	$16.03	$16.03	$0.73	$16.76
Additional charge for removal of appliances containing chlorofluorocarbons	$78.67	$78.67	$3.59	$82.26
Yard Service - per MSW cart/month (charge includes recycling cart)	$18.26	$18.26	$0.83	$19.09
Additional Cart	$16.03	$16.03	$0.73	$16.76
Activation / Set-up with cart delivery, new customers only	$61.28	$61.28	$2.79	$64.07
Activation / Set-up without cart delivery, new customers only	$38.29	$38.29	$1.75	$40.04
Reacitvation	$86.33	$86.33	$3.94	$90.27
Curb service for animal resistant container	$10.09	$10.09	$0.46	$10.55
Cart Replacement (due to customer damage)	$158.10	$158.10	$7.21	$165.31
Extra service sticker - (1 extra 32 gal bag, can, or bundle, 50 lbs or less)	$4.01	$4.01	$0.18	$4.19
Return Service (Service day return to customer location at request of customer)	$12.19	$12.19	$0.56	$12.75
Summer/Fall sticker package (20 stickers) - Each sticker allows 1 extra 32 gallon bag, box or bundles in 4 foot lengths weighing 50lbs or less	$62.73	$62.73	$2.86	$65.59
Cart Delivery/switch out - Customer request to change cart size	$68.93	$68.93	$3.14	$72.07
Recycling contamination (per occurrence, per cart) - Customer continually contaminates recycling container	$15.31	$15.31	$0.70	$16.01
Overage (per occurrence, per cart)				$16.01

***Senior discount is 15% from 96-96 rate

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

City of Sparks
Exhibit "A" Garbage Only
Effective February 1, 2026

CPI Adj.
4.56%

Commercial Services				
Service Description	**Current Rate**	**Revised Rate- Elimination of surcharges**	**CPI Adj.**	**New Rate Eff 2/1/2026**
96 Gallon Service				
96 Gallon - 1x/Week - Qty 1	$36.60	$44.91	$2.05	$46.96
96 Gallon - 2x/Week - Qty 1	$71.72	$88.01	$4.01	$92.02
96 Gallon - 3x/Week - Qty 1	$111.48	$136.80	$6.24	$143.04
96 Gallon - 4x/Week - Qty 1	$237.59	$291.56	$13.30	$304.86
96 Gallon - 5x/Week - Qty 1	$362.72	$445.11	$20.30	$465.41
96 Gallon - 1x/Week - Qty 2	$73.21	$89.84	$4.10	$93.94
96 Gallon - 2x/Week - Qty 2	$141.44	$173.57	$7.91	$181.48
96 Gallon - 3x/Week - Qty 2	$229.98	$282.22	$12.87	$295.09
96 Gallon - 4x/Week - Qty 2	$471.62	$578.74	$26.39	$605.13
96 Gallon - 5x/Week - Qty 2	$701.58	$860.94	$39.26	$900.20
96 Gallon - 1x/Week - Qty 3	$103.22	$126.67	$5.78	$132.45
96 Gallon - 2x/Week - Qty 3	$202.30	$248.25	$11.32	$259.57
96 Gallon - 3x/Week - Qty 3	$340.79	$418.20	$19.07	$437.27
96 Gallon - 4x/Week - Qty 3	$680.76	$835.39	$38.09	$873.48
96 Gallon - 5x/Week - Qty 3	$1,021.51	$1,253.54	$57.16	$1,310.70
96 Gallon - 1x/Week - Qty 4	$135.81	$166.66	$7.60	$174.26
96 Gallon - 2x/Week - Qty 4	$265.91	$326.31	$14.88	$341.19
96 Gallon - 3x/Week - Qty 4	$451.60	$554.18	$25.27	$579.45
96 Gallon - 4x/Week - Qty 4	$875.48	$1,074.34	$48.99	$1,123.33
96 Gallon - 5x/Week - Qty 4	$1,327.07	$1,628.50	$74.26	$1,702.76
2 Yard bins				
2 Yard Bin - 1x/Week	$247.80	$304.09	$13.87	$317.96
2 Yard Bin - 2x/Week	$417.62	$512.48	$23.37	$535.85
2 Yard Bin - 3x/Week	$585.01	$717.89	$32.74	$750.63
2 Yard Bin - 4x/Week	$756.73	$928.61	$42.34	$970.95
2 Yard Bin - 5x/Week	$924.23	$1,134.16	$51.72	$1,185.88
2 Yard Bin - 6x/Week	$1,086.86	$1,333.73	$60.82	$1,394.55
2 Yard Bin - 7x/Week	$1,458.60	$1,789.91	$81.62	$1,871.53
3 Yard bins				
3 Yard Bin - 1x/Week	$293.47	$360.13	$16.42	$376.55
3 Yard Bin - 2x/Week	$509.44	$625.15	$28.51	$653.66
3 Yard Bin - 3x/Week	$722.58	$886.71	$40.43	$927.14
3 Yard Bin - 4x/Week	$931.21	$1,142.73	$52.11	$1,194.84
3 Yard Bin - 5x/Week	$1,144.33	$1,404.25	$64.03	$1,468.28
3 Yard Bin - 6x/Week	$1,357.53	$1,665.88	$75.96	$1,741.84
3 Yard Bin - 7x/Week	$1,789.72	$2,196.24	$100.15	$2,296.39
4 Yard bins				
4 Yard Bin - 1x/Week	$348.70	$427.90	$19.51	$447.41
4 Yard Bin - 2x/Week	$598.37	$734.28	$33.48	$767.76
4 Yard Bin - 3x/Week	$860.16	$1,055.54	$48.13	$1,103.67
4 Yard Bin - 4x/Week	$1,105.16	$1,356.19	$61.84	$1,418.03
4 Yard Bin - 5x/Week	$1,364.55	$1,674.49	$76.36	$1,750.85
4 Yard Bin - 6x/Week	$1,607.13	$1,972.17	$89.93	$2,062.10
4 Yard Bin - 7x/Week	$1,963.05	$2,408.94	$109.85	$2,518.79
6 Yard bins				
6 Yard Bin - 1x/Week	$507.92	$623.29	$28.42	$651.71
6 Yard Bin - 2x/Week	$858.98	$1,054.09	$48.07	$1,102.16
6 Yard Bin - 3x/Week	$1,254.47	$1,539.41	$70.20	$1,609.61
6 Yard Bin - 4x/Week	$1,610.50	$1,976.31	$90.12	$2,066.43
6 Yard Bin - 5x/Week	$2,002.86	$2,457.79	$112.08	$2,569.87
6 Yard Bin - 6x/Week	$2,395.16	$2,939.20	$134.03	$3,073.23
6 Yard Bin - 7x/Week	$2,903.06	$3,562.46	$162.45	$3,724.91
Food Waste				
64 Gallon - 1x/Week - Qty 1		$75.09	$3.42	$78.51
64 Gallon - 2x/Week - Qty 1		$147.16	$6.71	$153.87
64 Gallon - 3x/Week - Qty 1		$228.73	$10.43	$239.16
64 Gallon - 4x/Week - Qty 1		$487.49	$22.23	$509.72
64 Gallon - 5x/Week - Qty 1		$744.22	$33.94	$778.16
3 Yard Bin - 1x/Week		$427.65	$19.50	$447.15
3 Yard Bin - 2x/Week		$742.37	$33.85	$776.22
3 Yard Bin - 3x/Week		$1,052.97	$48.02	$1,100.99
3 Yard Bin - 4x/Week		$1,356.99	$61.88	$1,418.87
3 Yard Bin - 5x/Week		$1,667.54	$76.04	$1,743.58
3 Yard Bin - 6x/Week		$1,978.23	$90.21	$2,068.44
3 Yard Bin - 7x/Week		$2,608.04	$118.93	$2,726.97
Extra Pickups				
96 Gallon Cart - Service Day	$8.47	$10.39	$0.47	$10.86
96 Gallon Cart - With Trip Charge	$29.29	$35.94	$1.64	$37.58
2 Yard Extra Pickup	$117.20	$143.82	$6.56	$150.38
3 Yard Extra Pickup	$128.57	$157.77	$7.19	$164.96
4 Yard Extra Pickup	$142.30	$174.62	$7.96	$182.58
6 Yard Extra Pickup	$182.17	$223.55	$10.19	$233.74

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

City of Sparks
Exhibit "A" Garbage Only
Effective February 1, 2026

CPI Adj.
4.56%

Ancillary Services				
Compacted per yard rate - commercial	$32.29	$39.68	$1.81	$41.49
Activation / Set-up	$133.29	$133.29	$6.08	$139.37
Lock installation charge (one time charge, per occurrence)	$49.49	$49.49	$2.26	$51.75
Bin Access (Per Enclosure, Per Service)	$5.09	$5.09	$0.23	$5.32
Lock Fee (Per Bin, Per Service)		$5.09	$0.23	$5.32
Fork Truck Service (Per Service)	$118.26	$118.26	$5.39	$123.65
Fork Truck Service (additional per cubic yard)	$13.97	$13.97	$0.64	$14.61
Reactivation	$79.02	$79.02	$3.60	$82.62
Container Swap out (customer requested)	$100.43	$100.43	$4.58	$105.01
Container Removal (customer requested)	$93.94	$93.94	$4.28	$98.22
Container Relocation (customer requested)	$93.94	$93.94	$4.28	$98.22
Will Serve	$150.78	$150.78	$6.88	$157.66
Overage (per occurrence, per container)	$110.12	$110.12	$5.02	$115.14

Industrial and Drop Box Services				
Service Description	**Current Rate**		**CPI Adj.**	**New Rate Eff 2/1/2026**
Drop Boxes				
14 Yd Drop Box Per Haul	$433.23	$532.32	$24.27	$556.59
20 Yd Drop Box Per Haul	$509.70	$626.28	$28.56	$654.84
30 Yd Drop Box Per Haul	$645.15	$792.71	$36.15	$828.86
Excess Yardage Fee (Per Yard)	$28.81	$35.40	$1.61	$37.01
Direct Haul to Landfill Surcharge	$156.86	$192.74	$8.79	$201.53
14 Yd Rolling Top Per Haul	$443.91	$545.44	$24.87	$570.31
20 Yd Rolling Top Per Haul	$522.44	$641.93	$29.27	$671.20
30 Yd Rolling Top Per Haul	$659.85	$810.77	$36.97	$847.74
Drop Boxes-Green Waste				
20 Yd Drop Box Per Haul		$743.71	$33.91	$777.62
20 Yd Rolling Top Per Haul		$725.71	$33.09	$758.80
Insta Bins				
4 Yard Insta Bin - Zip code 89436	$255.60	$314.06	$14.32	$328.38
4 Yard Insta Bin - Zip code 89431-89434	$221.10	$271.67	$12.39	$284.06
6 Yard Insta Bin - Zip code 89436	$298.71	$367.03	$16.74	$383.77
6 Yard Insta Bin - Zip code 89431-89434	$264.21	$324.64	$14.80	$339.44
Compactors				
10 Yard Compactor	$450.60	$553.66	$25.25	$578.91
12 Yard Compactor	$496.76	$610.38	$27.83	$638.21
14 Yard Compactor	$542.87	$667.03	$30.42	$697.45
15 Yard Compactor		$695.36	$31.71	$727.07
16 Yard Compactor	$588.98	$723.69	$33.00	$756.69
18 Yard Compactor	$635.10	$780.36	$35.58	$815.94
20 Yard Compactor	$681.22	$837.03	$38.17	$875.20
22 Yard Compactor	$727.31	$893.66	$40.75	$934.41
24 Yard Compactor	$773.45	$950.35	$43.34	$993.69
25 Yard Compactor	$796.49	$978.66	$44.63	$1,023.29
26 Yard Compactor	$819.57	$1,007.02	$45.92	$1,052.94
27 Yard Compactor	$842.64	$1,035.36	$47.21	$1,082.57
28 Yard Compactor	$865.71	$1,063.71	$48.51	$1,112.22
29 Yard Compactor	$888.76	$1,092.03	$49.80	$1,141.83
30 Yard Compactor	$915.45	$1,124.83	$51.29	$1,176.12
32 Yard Compactor	$976.48	$1,199.82	$54.71	$1,254.53
33 Yard Compactor	$1,006.97	$1,237.28	$56.42	$1,293.70
34 Yard Compactor	$1,194.57	$1,467.79	$66.93	$1,534.72
35 Yard Compactor		$1,473.12	$67.17	$1,540.29
36 Yard Compactor		$1,478.45	$67.42	$1,551.43
37 Yard Compactor		$1,483.78	$67.66	$1,551.44
40 Yard Compactor	$1,220.58	$1,499.74	$68.39	$1,568.13
Ancillary Services				
Turn Around	$158.48	$158.48	$7.23	$165.71
Demurrage - Drop Box per day - after 7 days with no haul			N/A	$11.34
Demurrage - Drop Box per week - after 7 days with no haul	$75.95	$75.95	$3.46	$79.41
Steam Clean	$197.74	$197.74	$9.02	$206.76
Cleaning Service	$46.34	$46.34	$2.11	$48.45
Container Swap out	$156.71	$156.71	$7.15	$163.86
Container Removal	$156.71	$156.71	$7.15	$163.86
Activation / Set-up	$74.65	$74.65	$3.40	$78.05
Delivery Fee	$87.70	$87.70	$4.00	$91.70
Service Charge for inaccessible drop box	$86.70	$86.70	$3.95	$90.65
Dig out Loads	$169.92	$169.92	$7.75	$177.67
Safety Cones	$32.70	$32.70	$1.49	$34.19
Load Weigh Charges	$23.87	$23.87	$1.09	$24.96
Container Relocation	$86.70	$86.70	$3.95	$90.65
Will Serve	$150.78	$150.78	$6.88	$157.66
Bin Access (Per Enclosure/Lock, Per Service)	$5.09	$5.09	$0.23	$5.32

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

EXHIBIT B
APPROVED RECYCLABLE MATERIALS SPECIFICATIONS

APPROVED 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 with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 4 & 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers"' - brown, clear, or green	Magazines, glossy inserts and pamphlets

NON-APPROVED RECYCLABLE MATERIALS include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Approved Recyclable Materials)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3, #6, #7 and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass 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, paper plates, and paper cups
Any paper Approved Recyclable Materials or pieces of paper less than 4" in size in any dimension	Propane tanks, fuel cannisters
Batteries	Metal cookware/bakeware

DELIVERY SPECIFICATIONS:

Material placed for collection may not contain Non-Approved Recyclable Materials or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, 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 materials that are deleterious or capable of causing material damage to any part of

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

Franchisee's property, its personnel or the public or materially impair the strength or the durability of Franchisee's structures or equipment.

Franchisee reserves the right upon notice to discontinue acceptance of any category of Approved Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Franchisee may reject in whole or in part, or may process, in its sole discretion, materials not meeting the specifications, including wet materials. Franchisee may bill customers a contamination charge as provided in Section 5.4.2.2 of the Agreement.

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

EXHIBIT C
Low-Income Program

Policy proposal– Annually Each Year: February 2026 to February 2038

Purpose:

To support low-income residents of the City of Sparks by providing free Solid Waste and Recyclable Materials service for one year to eligible households, with the option to reapply annually.

Program Overview:

This program will provide 100% forgiveness of residential 96-gallon Solid Waste & 96-gallon Recyclable Materials service charges for up to 60 qualifying customers annually. The program is administered by the WM Customer Service Office located at 100 Vassar Street, Reno, NV.

Eligibility Requirements:

- Must be a resident of the City of Sparks, living at the service address.

- Must have proof of citizenship or legal status if born outside of the United States.

- Must be directly responsible for paying the Solid Waste service bill.

- Must apply in person at the WM Customer Service Office

- Must provide proof of eligibility for NV Energy's Energy Assistance Program (EAP), OR meet the income threshold, based on 150% of the Federal Poverty Level (FPL) set annually by the U.S. Department of Health and Human Services, which as of February 1, 2026, is:

  • 1 person: $1,956/month

  • 2 people: $2,644/month

  • 3 people: $3,331/month

  *(Add approximately $688/month for each additional household member.)

Application Period:

Opens November 1, prior to award year. Each award year runs February 1 through January 31. By way of example, for award year 2027, the application period will open November 1, 2026, and the award year will run February 1, 2027, through January 31, 2028. Grants associated with applications received after January 15 of the award year will be prorated.

First come, first served until 60 eligible applicants are approved.

Application Instructions:

Applications must be submitted in person at:

Docusign Envelope ID: 67B1B405-F4F4-4C90-BD3E-85CF9266837E

WM Customer Service Office
100 Vassar Street, Reno, NV

Electronic or mail-in applications will not be accepted due to privacy concerns.

Applicants must bring:

Valid photo ID

Proof of residency in Sparks

Income documentation such as a recent pay stub, tax return or award letter for unearned income like social security or pension OR Current NV Energy EAP eligibility documentation.

Program Limitations:

- Limited to 60 customers annually.

- Benefits are non-transferable and apply only to the approved service address.

- Customers must reapply each year to continue to participate in the program.

Contact Information:

For questions, please contact the WM Customer Service Office at (775) 329-8822 or visit 100 Vassar Street during business hours.

City of Sparks
City Manager

[p] 775.353.2310 • [fax] 775-353-1510 • 431 Prater Way, Box 857 • Sparks, NV 89432-0857

May 13, 2025

Kendra Kostelecky
Northern Nevada Contract Manager
Waste Management
100 Vassar Street
Reno, NV 89502

Dear Ms. Kostelecky,

At the regular meeting of the Sparks City Council held on May 12, 2025, the City Council approved the operating budget for the 2026 fiscal year. Included in the adoption of the budget is the provision that the franchise fee for garbage service in the City of Sparks be adjusted from the current rate of 8% to the new rate of 18%.

Therefore, please accept this letter as formal direction from the City of Sparks that the franchise fee, defined in Section 4.01 of the current franchise agreement effective October 28, 2015, be adjusted from 8% to 18%. If possible, the City request this increase be effective as of July 1, 2025 to coincide with the start of the City's new fiscal year.

Thank you for your assistance in this matter.

Sincerely,

Dion Louthan
City Manager

cc. Jeff Cronk
Tiffany Pugh
Jessica Coberly