

LUDLOW ORDINANCE NO. 2026-12

AN ORDINANCE AMENDING SECTION 50.06: WASTE COLLECTION ASSESSMENTS OF THE LUDLOW CODE OF ORDINANCES TO ESTABLISH THE ANNUAL FEE

Whereas, the City of Ludlow, Kenton County, Kentucky, bills for waste collection; and

Whereas, the City of Ludlow has entered into a three-year contract with Rumpke for waste collection in the City; and

Whereas, the cost of waste collection has changed over previous fees;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Ludlow, Kentucky as follows:

SECTION I

That Section 50.06: **Waste Collection Assessments** is hereby amended as follows:

(A) *Fee authorized.* An assessment known as a waste disposal fee is authorized and enacted in the sum of [~~\$24.50 per unit per month for the period of July 1, 2023—June 30, 2024; \$25.68 per unit per month for the period of July 1, 2024—June 30, 2025; and \$26.91 per unit per month for the period of July 1, 2025—June 30, 2026~~] \$28.50 per unit per month for the period of June 1, 2026 – June 30, 2029 pursuant to the terms and conditions of the City of Ludlow's Solid Waste Collection Agreement attached hereto and incorporated herein by reference as Exhibit "A".

(B) *City Treasurer authorized to collect.*

(1) The City Treasurer is authorized, empowered, and directed to effect the assessment and its collection by annual billing after the passage, approval and publication of this section.

(2) The assessment will be collected annually. The payment of the assessment will be due and payable on or before October 31st, unless the 31st day falls on a Saturday, Sunday or holiday in which event, the entire amount is due and payable on the next regular business day.

(C) *Delinquencies.* The waste disposal fee bills shall become delinquent, upon non-payment, and that a penalty of 10% shall then be added to the waste disposal fee bills thereafter, and shall bear interest at the rate of 12% per annum from the delinquent date, until paid. Said assessments shall constitute a lien upon the property and be collectible in the same manner as tax levied against real estate.

(D) *Credit of fees and penalties.* All fees and penalties so collected as provided above, shall be credited to the General Fund of the City of Ludlow, without reservation or restriction as to their use.

(E) *Annual billing.* This is an annual assessment fee, which is being billed annually.

SECTION II

The City of Ludlow adopts the Solid Waste Collection Agreement attached hereto and incorporated herein by reference as Exhibit "A." Said terms and conditions of the agreement are adopted as part of this ordinance as if fully re-written in their entirety.

SECTION III

Any and all ordinances or partial ordinances in conflict herewith are to the extent of such conflict are hereby repealed.

SECTION IV

This ordinance shall be in full force and effect from and after its passage and publication, which may be in summary form, according to law.

Passed by the City Council this _____ day of _____, 2026.

CITY OF LUDLOW, KENTUCKY

BY: _____
Sarah Thompson, Mayor

Attest: _____
Laurie Sparks, City Clerk

First Reading: _____
Second Reading: _____
Publication: _____

CONTRACT FOR SOLID WASTE AND RECYCLING COLLECTION

This contract is entered into this 1st day of July, 2026 by and between the City of Ludlow, Kentucky, hereinafter referred to as "City" and Rumpke of Kentucky, Inc., hereinafter referred to as "Contractor" and consists of the following: City of Ludlow's Request for Proposal and Contract Specifications, Rumpke's June 25, 2026 bid proposal, and this document.

NOW AND THEREFORE, it is agreed as follows:

Effective July 1, 2026 and concluding June 30, 2029 Rumpke will provide one (1) time per week solid waste collection for all residential units within the City of Ludlow. Each residence will be provided with one (1) 95-gallon trash cart for solid waste collection. Additional trash carts will be made available for \$3.50 per month per cart, billed directly to the residents on a quarterly basis. All carts will remain the property of Rumpke. Residents will be limited to up to two (2) 95-gallon trash carts per week. One (1) large and/or bulky item will be collected one time per week along with the regular trash at no additional charge. Rumpke agrees to continue to provide one (1) time per week curbside recycling service. Each residence will be provided one (1) 65-gallon recycling cart at no charge. Additional recycling carts will be made available for \$3.50 per month per cart, billed directly to the residents on a quarterly basis. All carts will remain the property of Rumpke. Rumpke will bill the City on a monthly basis at \$28.50 each per month.

Rates quoted above will be subject to a fuel adjustment to be added to the monthly invoice based on the attached Rumpke Corporate Fuel Calculation Table. This fuel adjustment will be adjusted on a monthly basis based on the Department of Energy's Energy Information Administration (DOE/EIA) highway diesel price index reading for the Midwest region on the last Monday of the month.

Rumpke will provide dumpsters to City facilities at no additional charge. Additionally, up to (3) times per year Rumpke will supply a 20-yard roll-off each year for special events, street sweeping activities or other City sponsored events. Rumpke will provide up to 100 cardboard event boxes with liners per year for various city sponsored events at no additional charge.

The Contractor agrees to comply with all Federal, State and local laws and regulations in the collection, removal, and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, additional fuel costs, or new or increased surcharges, fees or taxes as a result of imposition of new governmental regulations not in effect at the time of acceptance of said contract and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials) then the City shall, after negotiation with Rumpke and approval by City Council, adjust the unit cost by an amount commensurate with the increased per unit operating cost incurred by Rumpke.

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract shall be for three (3) years effective July 1, 2026 and continuing through June 30, 2029. This contract may be renewed for additional option periods upon mutual agreement of both parties.

IN WITNESS WHEREOF, the City of Ludlow, by its duly authorized representative, hereunto subscribes its name; and Rumpke of Kentucky, Inc., by its duly authorized representative, hereunto subscribes its name this ____ day of _____, 2026, effective as of July 1, 2026.

Jamie Sparks
Witness
6/29/2026
Date

CITY OF
LUDLOW, KENTUCKY

Sarah Thompson
Title: Mayor

Erna Schueler
Witness
6/29/26
Date

RUMPKE OF KENTUCKY, INC.

William J. Rumpke Jr.
William J. Rumpke, Jr., President