



City Council  
Randy Winkler, Mayor  
Barbara Clifton, Mayor Pro Tem  
Joe Elliott, Councilor  
Ed Green, Councilor  
Theresa Hamilton, Councilor  
Annick Pruetz, Councilor  
Dana Wood, Councilor

City Hall  
City Council Chambers  
202 Railroad Avenue  
Rifle, CO

Cablecast Live on  
Comcast Channel 10

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**REGULAR MEETING  
December 21, 2016**

**WORKSHOP 6:00 P.M.  
COUNCIL CHAMBERS**

6:00 P.M.      Railroad Avenue Street Signs (Rick Barth)  
Senior Congregate Meals (Matt Sturgeon)  
Rest Area Building Update (Matt Sturgeon)

**REGULAR MEETING 7:00 P.M.  
COUNCIL CHAMBERS**

*The City Council may take action on any of the following agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.*

- 7:00 p.m.      1.    Regular Meeting Call to Order and Roll Call
- 7:03 p.m.      2.    Consent Agenda – consider approving the following items:  
                    A.    Consider Solid Waste Removal and Recyclables Collection  
                            Agreement with Mountain Roll-Off, Inc. d/b/a Mountain Waste &  
                            Recycling – Ordinance No. 26, series of 2016 – 2<sup>nd</sup> reading
- 7:08 p.m.      3.    Citizen Comments  
                    (For items not listed as public hearings on the agenda. Please limit  
                    comments to 3 minutes.)
- 7:11 p.m.      4.    Action, if any, on Workshop Items (Mayor Winkler)
- 7:15 p.m.      5.    Consider appointment to Planning and Zoning Commission (Nathan  
                    Lindquist)

- 7:25 p.m.     6.    Consider selecting an alternate date for June 21, 2017 City Council Meeting (Kristy Christensen)
- 7:30 p.m.     7.    Administrative Reports
- 7:40 p.m.     8.    Comments from Mayor and Council

*The order and times of agenda items listed above are approximate and intended as a guideline for the City Council.*

***Next Regular Meeting of Council: January 4, 2017 at 7:00 p.m.***





Solid Waste Collection and Disposal  
CITY OF RIFLE COLORADO

PROPOSAL - MUNICIPAL TRASH AND RECYCLING SERVICES



October 21, 2016



To: City of Rifle Colorado  
202 Railroad Ave  
Rifle, CO 81650

Mountain Waste and Recycling, Inc. is pleased to present our proposal for waste and recycling services to the City of Rifle Colorado. In this proposal, we will demonstrate that our team has the experience, understanding and knowledge to be a world class services and sustainability partner to the City of Rifle Colorado.

In order to best serve the City of Rifle we have compiled one of the waste industry's leading teams who bring decades of experience and expertise in the waste, recycling, sustainability and customer service industries. This proposal will highlight the following:

- Our comprehensive knowledge of solid waste collection, recycle collection and recyclables processing management
- Extensive special event management and sustainability
- A foundation of superior customer service
- A **four (4) day** per week collection strategy quartering the city to streamline efficiency and the interaction with the residents of the City of Rifle
- Our solution based methodology
- Educational programs for public awareness

Our team simply has the most knowledge to implement best practices and procedures that have proven successful in sites throughout the country, and most importantly, at home here in Garfield County and Rifle Colorado. Each member brings his extensive personal experience and unsurpassed knowledge to this project. Each member of our team resides in the valley which means that when your team calls, we will answer the phone, and respond immediately without fail.

On behalf of Mountain Waste and Recycling, thank you for considering our qualifications. We look forward to speaking with you in depth. For further information, I can be reached at (970)-340-7022 or via e-mail at [mike.hinkley@mountainwaste.com](mailto:mike.hinkley@mountainwaste.com)

Respectfully,

Mike Hinkley

Mountain Waste and Recycling, Inc.

# Content Guide

- Company Information
- Waste and Recycling Services
- Municipal Experience
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- Problem Resolution Philosophy
- Waste Disposal Services
- Customer Service
- Resource Management/ Materials Destination
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- Subcontracting
- Miscellaneous Surcharges
- Insurance
- Certificate of Good Standing
- Letters of Reference
- Pricing



# Mountain Waste & Recycling, Inc.

## Company Information

Corporate Entity: Mountain Waste & Recycling, Inc.  
Formerly: InterMountain Waste & Recycling and Mountain Roll-Offs, Inc. (MRI)  
FEIN: 47-3905885  
Mailing Address: P. O. Box 999  
Carbondale, CO 81623  
Physical Address: 1058 County Road 100  
Carbondale, CO 81623  
Main: (970) 963-3435  
Fax: (970) 963-4205  
[www.mountainwaste.com](http://www.mountainwaste.com)

Mountain Waste & Recycling, Inc. was formed on May 29, 2015 with the merger of Mountain Roll-Offs, Inc. established 2005, and InterMountain Waste & Recycling, established 2010, the two largest independent waste haulers in the Roaring Fork Valley. The combination of the two companies has resulted in the birth of the single largest independent waste and recycling company ever to exist in the mountains of Colorado.

Mountain Waste & Recycling provides service to municipalities, residences, commercial businesses, contractors and most of the largest special events in an area stretching from the Town of Parachute in the west to Vail Pass in the east. This area also includes the entire Roaring Fork Valley from Glenwood Springs to Aspen. The company currently provides a range of services to the governmental entities of Rifle, Battlement Mesa, Silt, New Castle, Glenwood Springs, Aspen, Carbondale, Eagle, Garfield County and Eagle County. We are the provider of choice to these jurisdictions for residential waste and recycling collection, portable restroom services, facility waste and recycling services, and contract transportation of materials.

Mountain Waste serves more than 15,000 residential customers, more than 1,500 commercial customers and to approximately 85% of the contractors who operate/build west of Glenwood Canyon. The company has significant scale in this region compared to its national competitor, Waste Management. We answer the phone locally and respond in a nimble manner that brings a full scope of services to our customers.

We have a superior local management team that includes people who have more than 70 years of cumulative waste and recycling expertise. Our focus is on exceeding customer expectations with regard to service, accountability and response.

The team begins with Scott Eden, who has 33 years of experience in all aspects of the industry gathered through his service in many areas of the country. He is supported by a team comprised of:

Mike Hinkley – District Manager: former local manager for Waste Management in Carbondale and 16 years of management in local transportation/service companies.

Herman Aardsma – Customer Experience Manager – former operations leader at Waste Management, MRI and other valley waste companies. Mr. Aardsma brings over 16 years of waste experience to the team along with the knowledge of collection methods and practices unique to this valley.

Jeremy Frees – Service Specialist – former MRI and Waste Management “go to” liaison recognized nationally for his management of major special events such as X Games, Food & Wine, U S Pro Cycling Challenge, and Jazz Aspen Snowmass.

Douglas Goldsmith -Service Specialist- former general manager Transit Waste & Recycling and the Bondad Landfill servicing the Four Corners area in Southwest Colorado. Mr. Goldsmith has more than 15 years’ experience managing municipalities contracts and events in Colorado

The team is unmatched by any competitor and deeply experienced, not only locally, but nationally.

## **Waste Disposal Services**

Mountain Waste & Recycling will:

- Continue to service the residents of the City of Rifle in a safe, courteous, sustainable, and environmentally conscious manner
- Empty each trash and recycling container per the schedule at all contracted locations
- Provide two (2) annual bulk item pick-ups to every residential household
- The City may request up to two (2) 40-yard containers twice per year. Each container will be pulled once at no cost, the City of Rifle shall pay the disposal fees. Each additional pull will cost \$300 per container. The drop duration shall be no longer than two weeks per occurrence.
- Provide all equipment needed at each location
- Maintain all equipment at our expense
- Inspect all equipment semiannually to insure proper functionality of the equipment
- Maintain to the best of our ability, consistent pick-up times at each location throughout the year
- Work with the Town to provide service oriented information to customers and for developing and executing public education to encourage waste reduction and diversion.
- Provide educational outreach at least 2 times per year to City of Rifle citizens

- Provide information to every customer, through the city billing, informing city residents of the specifics of the trash and recyclables collection programs.

## **Municipal Experience**

Mountain Waste & Recycling is the current service provider for the:

- City of Rifle
- Town of Silt
- Town of New Castle
- Battlement Mesa
- City of Glenwood Springs
- Town of Basalt
- Town of Carbondale
- City of Aspen
- Pitkin County
- The majority of HOA communities in the surrounding area

## **School District Experience**

Mountain Waste & Recycling is the service provider for the:

Garfield School District Re-2 • Roaring Fork School District • Aspen School District • Colorado Rocky Mountain School • Waldorf School • Two Rivers School • Carbondale Community School • Blue Lake preschool • Honey Tree Preschool

## **Event Support**

Mountain Waste & Recycling is the service provider of choice for nearly every high profile special event in the Valley. We provide restroom, waste, recycling, and compost collection along with significant event management support for X Games, Food & Wine, U S Pro Cycling Challenge, Strawberry Days, and Jazz Aspen Snowmass among many others

## **Service and Support**

Mountain Waste & Recycling answers the phone locally. After hours (5:00pm through 7:30am) the City of Rifle has the ability to reach one of the key team members via cell phone 24/7.

## Service Summary

Mountain Waste & Recycling will continue to service the City of Rifle with a program designed to incentivize diversion and reward recycling and diversion. We will continue to service the town with 96 and 64 gallon trash containers, and 18 gallon recycle bins. This is done to incentivize greater participation in the recycling program to increase the towns' diversion rate. Mountain Waste & Recycling will provide two bulk item pickups annually to each residential household within the Rifle city limits. We will provide education and outreach to inform the City of Rifle residents of as to the best practices for recycling diversion and solid waste collection.

The City of Rifle is a proven leader of sustainable services; the residents of Rifle and Garfield County continue to provide leadership and have a positive effect on the local environment. The input from the local community is fantastic and we look forward to continuing the growth of the recycling programs with the residents of Rifle Colorado.

Mountain Waste & Recycling will continue to service the City of Rifle **four (4) days a week**. Four days per week service allows Mountain Waste to divide the City of Rifle into four quarters, this insures as little disruption to the community as possible as well as reducing truck emissions across the community.



## Recyclable Materials and Containers

Residential Recycle will be serviced on the same day as trash service

### BLUE CONTAINER: (Co-Mingled)



**Glass:** Consisting of clear and colored bottles

**Plastics:** #1's-#7's (plastics are identifiable by the triangle on the bottom container with the number on the inside).

**Aluminum & Tin:** (please rinse containers to ensure all food has been removed)

Items **Not Accepted** As Recycle:

Drinking glasses, windshields, Windowpanes, Mirrors, vases, aerosol cans, and plastic bags.

## **YELLOW CONTAINER: (Paper Products)**



- Newsprint
- Magazines
- Paperboard- cereal boxes, beer cartons, soda cartons, etc.
- Cardboard- waxed and un-waxed, **MUST BE BROKEN DOWN**, 4'x4' is the largest size. Please place under the yellow bin
- Catalogs
- Phonebooks

We cannot pick up your recycle if it is contaminated with trash. Please contact customer service at (970)-963-3435 should you have any questions or concerns regarding contamination or non-conforming materials.

## **Container Placement at Curbside:**



## Trash

Trash Container will be placed in the street at the curb, Right side of driveway with the arrows pointing out. The container should not be within 3 feet of any obstacle.

All items must fit inside your 64 and/or 96-gallon trash container. No items are to be placed on top of the lid or outside of the trash container.

## Recycle

Please place all recycling bins at the curb on the Left side of your driveway, when facing the house.

# PLASTIC RESIN CODES

 PETE	 HDPE	 V	 LDPE	 PP	 PS	 OTHER
<b>Polyethylene Terephthalate</b> soda bottles water bottles shampoo bottles mouthwash bottles peanut butter jars	<b>High Density Polyethylene</b> milk, water and juice jugs detergent bottles yogurt and margarine tubs grocery bags	<b>Vinyl</b> clear food packaging shampoo bottles	<b>Low Density Polyethylene</b> bread bags frozen food bags squeezable bottles (mustard, honey)	<b>Polypropylene</b> ketchup bottles yogurt and margarine tubs	<b>Polystyrene</b> meat trays egg cartons cups and plates	<b>Other</b> ketchup 3 & 5 gallon water bottles some juice bottles

## Bulk Item Pickup

Please note: Mountain Waste & Recycling does not collect E-waste, automotive parts, construction material, commercial waste and household hazardous waste such as paint, medicine or fluorescent lights as bulky item collections

The first two (2) bulk items are free. *The City of Rifle bulk item pick up day will be the third Wednesday of each month.*

If any resident of the City of Rifle needs an additional bulk item pickup appointment within the year they will call Mountain Waste and recycling to schedule a second bulk appointment, the cost is calculated using the Appendix A attached to this proposal. Prepayments for bulk pickup are made payable directly to Mountain Waste & Recycling.

The Bulky Item Collection program accepts:

- Refrigerators, freezers and air conditioning units- \*\* Tagged as Freon free
- Metal appliances such as stoves, dishwashers, washing machines, dryers, water heaters and furnaces
- Furniture such as couches, tables, chairs, TV's, beds, mattresses and metal furniture
- Organics- Lawn trimmings, leaf bags, bundles of small branches
- Other items such as bathroom fixtures, cabinets, rugs, garage doors, lawn mowers, railroad ties, disassembled swing sets and metal fencing
- Storm windows and glass panes. To help prevent injury, place a large "X" of masking tape across glass panes to prevent shattering and stack them separately from other bulky items.
- Loose building materials and lumber. As long as specific bundle and bag guidelines are followed, the bundle and bag guidelines are as follows: Materials bound in 4'x2' bundles that weigh less than 40 pounds will be accepted.

The Bulky Item Collection program does not accept:

- Construction and demolition materials
- Commercial or business trash or waste materials, including trash or waste from businesses conducted in or from a residence
- Piles of stuff, bags or boxes of smaller items
- Loose or scattered materials
- Closed drums or fuel tanks, metal drums must have both ends removed to be collected
- Automobile bodies or gas tanks

## **Mountain Waste & Recycling program for the City of Rifle**

1. Mountain Waste & Recycling will deliver through the city billing an informational packet to each resident explaining all aspects of their services. This packet will include pictures and descriptions of acceptable and unacceptable items for recycling and directions of how to place items at the curb.
2. We will host an educational program for the public to attend in Rifle Colorado to help explain curbside recycling, we will have physical examples of acceptable and unacceptable recycling items. We will also demonstrate proper placement of the materials curbside.
3. We will place additional informational packets at City Hall for residents to view at any time they would like. Copies of the educational packet listed in #1 will also be available at City Hall.
4. All new residents to the town will receive the informational packet listed in #1.
5. We will identify the residents that may struggle with proper recycle sorting and give them one-on-one education at their home or over the phone to help improve diversion.
6. A program will be established with the school district which will help educate the students on proper recycling and the benefits to their families and communities.

## **Source Reduction**

Through a facility review Mountain Waste & Recycling will identify any opportunities for upstream source reduction available the City of Rifle. These may include suggestions regarding changes to the types of supplies used by the residences of Rifle, possible alternatives to consumables, reuse of certain materials, and more.

## **Educational Outreach**

Mountain Waste & Recycling will provide educational outreach and opportunities throughout the year and partner with a local non-profit to promote reuse & recycle at community events in the area. We will start with:

- The senior housing, HOAs, Chamber of Commerce, Churches
- School outreach
- Community events
- Educational Seminars

Mountain Waste & Recycling will continue to look for opportunities for education and outreach and partner with the community to inform all the residents of Rifle of the many options available to a more sustainable future.

## Reporting

Mountain Waste & Recycling will provide the City of Rifle with semi-annual reports that reflect information about Rifle residential customers and industrial/ commercial /MFU's serviced. These reports will reflect:

- Number of residential households & industrial/commercial/MFU's being serviced
- Data on the number of residential households that are recycling
- Data on the number of industrial/ commercial /MFU's that are recycling
- Diversion rates of volumetric collections to inform the citizens and encourage and promote recycling
- Annual tonnage reports for both recyclables and solid waste.

## Service Location

The City of Rifle Colorado will be serviced from our local offices:

### Rifle Office

2183 S 10<sup>th</sup> Street  
Rifle CO 81651

### Carbondale Office

1058 County Road 100  
Carbondale CO 81623

Mike Hinkley - District Manager  
Mike.hinkley@mountainwaste.com

970.319.8193

## Equipment Description



## Truck Description

Mountain Waste & Recycling will be using manual and automated side-load and rear-load vehicles to service the trash and recycling components of this contract. The trucks are predominantly 20 yard capacity.

## Material Spillage

In the event waste spills from the collection truck or containers caused by the driver, the driver will immediately clean up the spill in a professional manner. The driver will clean up any fluid leaks emanating from collection equipment. All vehicles are equipped with spill clean-up kits and all CDOT safety equipment.

## Problem Resolution Philosophy

We are good listeners, the most knowledgeable industry veterans in the valley and exceptional service providers. We do not expect to encounter any issue that we couldn't respond to quickly and resolve to your satisfaction in a reasonable time frame. In a rare instance that we disagree on any issue we would seek a formal meeting with the appropriate people to ensure that there would not be a second instance. Again, we answer the phone 24/7 and we are the only company in the valley that does.

## Customer Service

**Outstanding customer care is a companywide commitment, and we truly feel honored to serve the homes and businesses of our customers.**

We are dedicated to satisfying our customers. We strive to exceed their expectations in affordability, quality and service. We get out into the market and listen, observe and learn. We never lose focus on the basics.

## Customer Service

- We will greet our customers in a courteous and professional manner.
- We will listen effectively to our customers' requests and promptly take the necessary actions to assist them. We will keep our customers informed of unexpected delays in service.
- We will inform our customers of normal process time, when they can expect completion and any delays that may arise in the process.
- We will touch base with our customers to update them as to where we are in the process.
- We will finish our encounters with our customers in a courteous and professional way.

## E-mail

- We will respond to e-mails within 4 hours during normal business hours.
- We will update our e-mail notification message when we will be out of the office for an extended period of time (full day or more). We will indicate our expected return date and indicate a contact person (if applicable).

## General

- We will make our goal to exceed the expectations of all of our customer groups.
- We will work to anticipate the needs of those we serve by proactively working to meet their needs. We will hold ourselves and each other accountable for our service commitment.

## Service

**Mountain Waste & Recycling will continue to service the City of Rifle residential customers on a four (4) day per week schedule.**

- Service issues will be resolved within 24 hours of being reported
- Container delivery and repair will be accomplished within 48 hours
- Customer complaints will be handled at the operations and district manager level

# Material Destinations

## Trash and C&D Material

All non-recyclable material will be taken to Garfield County Landfill in Rifle CO.

75 County Road 246, Rifle, CO 81650

970-625-2516 | phone

970-625-1490 | fax

## Co-mingle recycling Material

All recyclable material will be taken to Eagle County MRF in Wolcott CO.

815 Ute Creek Rd, Wolcott, CO 81655

Scale tickets will be available to track weights of co-mingle material



<http://www.eaglecounty.us/Recyclingwaste/>

## Problem Resolution Philosophy

We are good listeners, the most knowledgeable industry veterans in the valley and exceptional service providers. We do not expect to encounter any issue that we couldn't respond to quickly and resolve to your satisfaction in a reasonable time frame.

## Annual Rate Increases

Annual rate increases will be tied to the CPI-T index for the Rocky Mountain region. There will be a 2.5% minimum annual increase with a maximum of 5% year over year increase. For the first year of the agreement, the increase will only be CPI-T with no minimum.

## Fuel Protection

Mountain Waste is committed to controlling the cost we have control over. However, rising fuel prices is something out of our control and something we cannot predict. The fuel protection will be tied directly to the Rocky Mountain average of diesel as reported weekly by the Department of Energy in its retail On-Highway Diesel Prices Index. ***Any future changes in diesel prices, either up or down, would be calculated quarterly on the 16-week average of the prior calendar quarter year,*** and adjusted during the annual rate adjustment period at the beginning of each year, and again at the 3-6 and 9 month marks to avoid monthly fluctuations of the bill. Fuel surcharge will be in effect when the Department of Energy retail On-Highway Diesel Prices Index is above \$3.00 per gallon.

## Disposal Cost Protection

Because the cost of disposal for both landfill and recycling are beyond our control, we must pass through any increases instituted by these outside entities. Any rate change would be based on the actual tonnages produced by the city. Any increase will be calculated by September 1 for the next calendar year.

## **Subcontracting**

Mountain Waste will not be sub-contracting any services to the City of Rifle Colorado. All work will be done by Mountain Waste & Recycling personnel only.

## **Miscellaneous Surcharges:**

There are no other fees or surcharges.

## **Insurance:**

Mountain Waste & Recycling, Inc. is fully insured. Proof of insurance documents will be made available.

## **Pricing for the City of Rifle CO**

### **5 +2+2 Year Service Proposal**

#### **Pay-AS-You- Throw (2-container sizing) – With Curbside Recycling**

##### **Residential Service**

- 96-gallon toter for trash and (2) 18 gallon recycling containers: **\$16.22 per month**
- 64-gallon toter for trash and (2) 18 gallon recycling containers: **\$14.40 per month**

##### **Additional Cart -Residential Service**

- 96-gallon toter for trash : **\$13.70 per month**
- 64-gallon toter for trash: **\$11.70 per month**

##### **Commercial Service**

- 96-gallon toter for trash: **\$17.10 per month**
- 64-gallon toter for trash: **\$15.20 per month**
- 300-gallon tub for trash: **\$55.00 per month**

##### **Extra Pick-up Residential Service – (Not on service day)**

- 96-gallon toter for trash: **\$13.50 Per empty**
- 64-gallon toter for trash: **\$11.50 Per empty**
- 300-gallon tub for trash: **\$40.00 Per empty**

##### **Container replacement Cost**

- 96-gallon toter for trash: **\$30.00**
- 64-gallon toter for trash: **\$25.00**
- 18 gallon recycling container : **\$10.00**

## City of Rifle Locations

### City of Rifle Dumpster Locations

*Mountain Waste pricing for metal dumpsters will be: container yardage size (2.3.4.6.8) times \$28.50 per yard times the number of service days per week*

- 2 yard container X 1 per week --**\$57.00 per month**
- 3 yard container x 1 per week --**\$85.00 per month**
- 4 yard container X 1 per week --**\$115.00 per month**
- 6 yard container x 1 per week --**\$171.00 per month**
- 8 yard container X 1 per week --**\$228.00 per month**
  
- 2 yard container X 2 per week --**\$114.00 per month**
- 3 yard container x 2 per week --**\$170.00 per month**
- 4 yard container X 2 per week --**\$230.00 per month**
- 6 yard container x 2 per week --**\$342.00 per month**
- 8 yard container X 1 per week --**\$456.00 per month**

### Extra Pick-up Commercial Dumpster

*Mountain Waste pricing for extra pick-up for metal dumpsters (commercial) will be: container yardage size (2.3.4.6.8) times \$20.00 per yard*

- 2 yard container - **\$40.00 per lift**
- 3 yard container - **\$60.00 per lift**
- 4 yard container - **\$80.00 per lift**
- 6 yard container - **\$120.00 per lift**
- 8 yard container - **\$160.00 per lift**

## Parks Maintenance

### Rifle Mountain Park

- 20 yd roll-off like what is described above (called for tip). --**\$300.00 per haul + City pays disposal**

### Rose Hill Cemetery

- 20 yd roll-off for landscape waste (called for tip) --**\$300.00 per haul + City pays disposal**

### Parks Maintenance

- All parks trash staged from this location. 20yd roll-off with canopy and doors to restrict animal access might be best option for trash and staff could call to tip as needed. --**\$300.00 per haul + City pays disposal**

### **Roll-Off Containers for Spring and Fall Clean-Up**

- The City may request up to two (2) 40-yard containers twice per year. Each container will be pulled once at no cost, disposal will be charged the City of Rifle landfill account. Each additional pull will cost \$300 per container, disposal will be charged the City of Rifle landfill account. The drop duration shall be no longer than two weeks per occurrence.

## Appendix A

**Bulk Items:** – 2 courtesy Pick-up items per household annually and then customers will be charged & billed directly for each item listed below.

<b>APPLIANCES</b>	<b>Cost per Item</b>
<i>Dish Washer</i>	\$65.00
<i>Dryer (Clothes)</i>	\$65.00
<i>Gas Grill (No propane tanks)</i>	\$50.00
<i>Microwave Oven</i>	\$35.00
<i>Refrigerator (Tagged - without Freon)</i>	\$65.00
<i>Freezer (Tagged - without Freon)</i>	\$65.00
<i>Air-Conditioning Unit (Tagged - without Freon)</i>	\$35.00
<i>Stove / Oven</i>	\$65.00
<i>Washing Machine</i>	\$65.00
<i>Water Heater (Drained) - Up to 49 gallon size</i>	\$50.00
<i>Water Heater Large (Drained) - (50 gal or above)</i>	\$65.00
<b>FURNITURE / HOUSEHOLD ITEMS</b>	
<i>Bed Frame</i>	\$40.00
<i>Bookshelf (Empty)</i>	\$25.00
<i>Box Springs or Mattress</i>	
<i>Twin</i>	\$25.00
<i>Full</i>	\$30.00
<i>Queen</i>	\$35.00
<i>King</i>	\$40.00
<i>Chair (Wooden/kitchen/desk)</i>	\$15.00
<i>Chair (Stuffed)</i>	\$25.00
<i>Chair (Recliner)</i>	\$35.00
<i>Coffee Table</i>	\$15.00
<i>Couch (Small) / Love Seat</i>	\$45.00
<i>Couch (Large)</i>	\$65.00
<i>Couch (Sleeper Sofa)</i>	\$75.00
<i>Dresser</i>	\$35.00
<i>Futon Frame</i>	\$25.00
<i>Table (Kitchen)</i>	\$25.00
<i>Table (Dining Room)</i>	\$30.00

## Appendix A – Continued

**Branches/Tree Limbs:** All branches & tree limbs must be bundled in less than 4 foot lengths and 2 feet in diameter bundles. Maximum Diameter of 2"Limbs. **(No Commercial Tree Trimming Waste)** These are included in the 1 annual courtesy Pick Up referenced in the proposal, any additional organic pickups will be billed directly to the resident and paid in advance

**E-Waste:** – Customers will be charged and billed directly for each item listed

<b>E-WASTE (prefer not to take!)</b>	<b>Cost per item</b>
<i>Computer (Desk Top)</i>	<i>\$55.00</i>
<i>Computer (Lap Top)</i>	<i>\$45.00</i>
<i>Computer (Monitor Screen)</i>	<i>\$45.00</i>
<i>Computer Keyboard</i>	<i>\$25.00</i>
<i>Stereo System (Small)</i>	<i>\$35.00</i>
<i>Stereo System (Large)</i>	<i>\$55.00</i>
<i>Television (19" or smaller screen size)</i>	<i>\$45.00</i>
<i>Television (20" to 29" screen size)</i>	<i>\$50.00</i>
<i>Television (40" to 59" screen size)</i>	<i>\$60.00</i>
<i>Television (60" screen size or larger)</i>	<i>\$75.00</i>
<i>VCR Player</i>	<i>\$35.00</i>
<i>DVD Player</i>	<i>\$35.00</i>
<i>Copy Machine</i>	<i>\$100.00</i>
<i>Printer / Fax Machines</i>	<i>\$75.00</i>

**\*\*Attention: Mountain Waste & Recycling will continue to service E-Waste as long as there is a local source of disposal.\*\***

### Items That Cannot Be Picked Up Residentially

- Construction & Demolition Debris
- Tires / Rims
- Batteries
- Bio – Hazard Materials
- Paint / Stain Cans (with Liquid contents)
- Hot Tub
- Bathtubs / Toilets
- Explosive/Corrosive/Flammable Items
- Non-tagged Freon containing Appliances (Freezer, Refrigerator, AC units)

**CITY OF RIFLE, COLORADO**  
**ORDINANCE NO. 26**  
**SERIES OF 2016**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE CITY OF RIFLE AND MOUNTAIN ROLL-OFF, INC., A COLORADO CORPORATION, D/B/A MOUNTAIN WASTE & RECYCLING, FOR SOLID WASTE REMOVAL AND RECYCLABLES COLLECTION SERVICES

WHEREAS, the City of Rifle (the “City”) is a home rule municipality with all powers granted by Article XX of the Colorado Constitution and the City’s Home Rule Charter; and

WHEREAS, on September 21, 2011 the City and Mountain Roll-Off, Inc., a Colorado Corporation, now d/b/a Mountain Waste & Recycling (“Mountain Waste”), entered into that certain Solid Waste Removal and Recyclables Collection Agreement (the “2011 Agreement”) and Mountain Waste has been providing solid waste removal and recyclable collection services for the City from 2012 through 2016; and

WHEREAS, City surveys of the community rank very high the solid waste removal and recyclable collection services they receive; and

WHEREAS, the City Council desires to extend the 2011 Agreement with Mountain Waste for the purpose of providing solid waste removal and recycling services for the City for an additional five years with two two-year options.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, THAT:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full.
  
2. Approval of Agreement. The Solid Waste Removal and Recyclables Collection Agreement between the City of Rifle and Mountain Roll-Off, Inc., a Colorado Corporation, d/b/a Mountain Waste & Recycling is hereby approved in substantially the form attached hereto as **Exhibit A** and incorporated herein by this reference. The City Manager is hereby authorized and directed to execute the Agreement on behalf of the City with any changes approved by the City Attorney.

INTRODUCED on December 7, 2016, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on December 21, 2016, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF RIFLE, COLORADO

BY \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## **CITY OF RIFLE, COLORADO**

### **SOLID WASTE REMOVAL AND RECYCLABLE COLLECTION SERVICES AGREEMENT**

#### **1.0 PARTIES**

This agreement (“Agreement”) is made effective February 1, 2017, by and between the City of Rifle, Colorado (“City”), and Mountain Roll-Off, Inc., d/b/a Mountain Waste & Recycling, a Colorado Corporation (“Mountain Waste”).

#### **2.0 RECITALS AND PURPOSE**

- 2.1 On September 21, 2011 the City and MOUNTAIN WASTE entered into that certain Solid Waste Removal and Recyclables Collection Agreement (the “2011 Agreement”) and MOUNTAIN WASTE has been providing solid waste removal and recyclable collection services for the City from 2012 through 2016; and
- 2.2 City surveys of the community rank very high the solid waste removal and recyclable collection services they receive and the City desires to extend the 2011 Agreement with the revised terms and conditions contained herein; and
- 2.3 MOUNTAIN WASTE represents that it has the special expertise and background necessary to provide the City with waste removal and recycling services; and
- 2.4 The City hereby desires to enter into an agreement with MOUNTAIN WASTE for the purpose of providing waste removal and recycling services for the City.

#### **3.0 SCOPE OF SERVICES**

- 3.1 MOUNTAIN WASTE agrees to provide waste and recyclable material collection and removal services to the City and to single-family residences within City limits as described in this section. The specific details of said services are identified and explained in the selected portions of the Solid Waste Pick-up and Disposal Proposal attached hereto as **Exhibit A** and incorporated herein by this reference.

#### **3.2 RESIDENTIAL COLLECTION SERVICES**

- a. MOUNTAIN WASTE shall perform waste and recyclable collection services four times per week between the hours of 7:00 A.M. and 7:00 P.M. during the term of this Agreement. If a regularly-scheduled collection day is affected by a holiday, MOUNTAIN WASTE may schedule a different weekday within the same week to provide the collection services. MOUNTAIN WASTE shall provide each resident in the City, on no less than an annual basis, a calendar setting the collection schedule and providing contact information for MOUNTAIN WASTE. The calendar should

clearly note any deviation from the normal collection due to holidays. In the event MOUNTAIN WASTE needs to alter a collection day from what is reflected on the calendar MOUNTAIN WASTE must provide notice to the City Manager and every resident customer no later than two (2) weeks prior to the scheduled change. Notice may be in writing or through a phone system set up by MOUNTAIN WASTE and approved by the City Manager.

- b. Residential collection services shall be provided on a door-to door basis. All trash and rubbish will be placed in a receptacle provided by and/or acceptable to MOUNTAIN WASTE. For trash and rubbish, MOUNTAIN WASTE will offer each resident the option of one (1), sixty-four (64) or ninety-six (96) gallon container provided by MOUNTAIN WASTE. MOUNTAIN WASTE will allow each resident to change their selection of container within the first sixty (60) days of commencement of service at no charge. Thereafter, MOUNTAIN WASTE will charge residents a switch fee of \$25.00 any time a resident changes their container size. MOUNTAIN WASTE shall also provide each residence one (1) 18-gallon recycling bin (blue) for commingled recyclable materials and a second 18-gallon recycling bin (yellow) for paper products at no additional cost. Residents may request additional recycling bins from MOUNTAIN WASTE, and MOUNTAIN WASTE will provide and service each additional bin, at the cost of \$10.00 per additional bin per month with such costs to be billed directly to residents by MOUNTAIN WASTE. MOUNTAIN WASTE shall establish a list of materials accepted for recycling and customer instructions for preparing the materials for recycling. MOUNTAIN WASTE may change the recycling materials list and preparation instructions only upon two (2) weeks prior notice to the City Manager and City residents. MOUNTAIN WASTE will not provide clean-up service where trash, garbage, or recyclables have been scattered by animals or otherwise. Waste and recycling containers shall be placed at the curb, or where applicable, at the alley line, prior to the scheduled time for collection and shall be located at least 3 feet from any obstacle. MOUNTAIN WASTE shall have no obligation to pick up and empty any trash or recycling container located inside a fence or gate or across a ditch, within garages or other improvements, or otherwise not located at the curb or alley line as herein above required.
- c. MOUNTAIN WASTE will additionally collect and dispose of three (3), 45-gallon bags of yard waste and organic debris per week per residence at no charge to residential customers. Residents can arrange for MOUNTAIN WASTE to pick-up any bulk item(s) listed in Exhibit A. Each household is entitled to two (2) free bulk item pick-ups per year and will be charged per bulk item collected thereafter by MOUNTAIN WASTE. Residents can also arrange for MOUNTAIN WASTE to collect the electronic waste items listed in Exhibit A and shall be responsible for full payment of the costs associated therewith. MOUNTAIN WASTE reserves the right to discontinue e-waste collection and disposal in the event the local source for disposal thereof is eliminated.
- d. The residential collection services provided by MOUNTAIN WASTE shall not include the hauling of construction or remodeling materials, waste, or debris;

automobile or truck parts; trees or large branches greater than two (2) inches in diameter; tree limb bundles greater than four (4) feet in length, two (2) feet in diameter, and 60 pounds in weight; commercial tree-trimming waste; or any other item so listed in Exhibit A.

### 3.3 CITY WASTE REMOVAL SERVICES.

- a. MOUNTAIN WASTE shall provide waste and recycling receptacles of sizes of the City's choosing provided for in Exhibit A and shall provide collection and disposal services for the same at the rates set forth in Exhibit A.
- b. MOUNTAIN WASTE shall haul and dispose of the content of two, 40-yard containers per year at no charge to the City. The City shall be responsible for paying for any and all container removal and landfill fees beyond the two free pulls per year. By way of example, the City can choose to use its two free hauls at the City-wide Clean-Up Day or split them between the City-wide Clean-Up Day and other City event. MOUNTAIN WASTE shall cooperate with the City concerning outreach about the Clean-Up Day events.

3.4 MOUNTAIN WASTE shall provide outreach and educational services consistent with the scope set forth in Exhibit A. Within fifteen (15) days of the effective date of this Agreement, MOUNTAIN WASTE shall provide an initial informational packet approved by City staff to all City residents in both Spanish and English.

3.5 MOUNTAIN WASTE agrees to furnish the best skill and judgment and to cooperate with the City Manager, City Public Works Director, City Engineer, City Attorney, and other City designees in furthering the interests of the City.

3.6 MOUNTAIN WASTE shall maintain a physical staffed office in the City of Rifle for the duration of this Agreement as an expressed material term and condition of this Agreement.

### 4.0 COMPENSATION

4.1 The City shall pay MOUNTAIN WASTE for the collection services set forth herein at the rates listed in Exhibit A. MOUNTAIN WASTE shall bill the City in arrears on a monthly basis for basic residential and all City-related waste and recycling collection services. Customer-specific charges such as additional recycling service and e-waste and bulk item collection will be billed by MOUNTAIN WASTE directly to the resident(s) requesting such services. The City shall not be liable in any manner for collecting or paying any customer-specific charges or fees.

4.2 MOUNTAIN WASTE shall provide trash and recycling containers and collection services for City-sponsored events at a cost of \$20 per container-yard per empty. By way of illustration only, if a 4-yard container is needed for a particular event, the cost to the City of MOUNTAIN WASTE's providing the container, hauling it away, and disposing of its contents would be \$80 each time the container is emptied. The rate set forth in this Section 4.2 includes MOUNTAIN WASTE's rates as well as any and all landfill or disposal facility

fees.

- 4.3 Upon MOUNTAIN WASTE's written request to the City and subsequent approval by the City Council, the rates set forth in Exhibit A and in this Section 4 may be adjusted annually on each anniversary of the date of this Agreement by the increase, if any, in the CPI Denver Metro (All Items), but in no event shall the increase of any rate set forth in Exhibit A or this Section 4 be less than 2.5% nor more than 5%; provided, however, there shall be no minimum CPI increase in 2018 which will be based on the actual CPI increase if less than 2.5%. MOUNTAIN WASTE shall make such written request at by September 1 prior to each anniversary date and explain the basis for any requested increase.
- 4.5 As of the date of this Agreement, MOUNTAIN WASTE delivers its collected recyclable materials at the Eagle County Materials Recovery Facility ("Facility"). Notwithstanding Section 4.4 of this Agreement, if the Facility significantly increases its rates, closes, or otherwise refuses to accept MOUNTAIN WASTE's recycling materials, the City agrees to consider, upon written request from MOUNTAIN WASTE, an increase in base rates or elimination of residential recyclable collection services. MOUNTAIN WASTE shall notify the City as soon as possible upon its learning of the occurrence of any of the events identified in this Section 4.5.
- 4.6 In addition to the rates identified in Section 4 of this Agreement, on a monthly basis, the City shall pay a fuel protection surcharge ("Surcharge") to MOUNTAIN WASTE based on the per-gallon cost of diesel fuel as shown on the chart found in **Exhibit B**, attached hereto; provided, however, that no Surcharge will be billed to the City unless and until the weekly average cost of diesel fuel, calculated in accordance with this Subsection, reaches \$3.00 per gallon. The Surcharge billed to the City prospectively on a quarterly basis will be based on the preceding quarter's average of the Rocky Mountain price of diesel fuel reported weekly by the Department of Energy in its retail On-Highway Prices index. The Surcharge assessed in a particular quarter will be the same for the duration of that quarter. MOUNTAIN WASTE is responsible for tracking diesel fuel prices and calculating and invoicing the City for the appropriate Surcharge, if any.
- 4.7 At reasonable times during the term of this Agreement MOUNTAIN WASTE may petition the City for adjustments in the base rates set forth herein based upon documented changes in the cost of doing business, such as revised laws or regulations, changes in disposal locations, or changes in disposal fees. Any such increase must be approved by City Council.
- 4.8 Any payment obligations of the City for fiscal years after the year in which this Agreement is executed shall be subject to and contingent upon annual budgeting and appropriation of funds by the City.

## **5.0 TERM**

- 5.1 MOUNTAIN WASTE's services under this Agreement shall commence on February 1, 2017 and shall continue until December 31, 2021 unless earlier terminated by the parties as

set forth herein (“Initial Term”). The City shall have the option of renewing this Agreement for two consecutive two-year periods (“Renewal Period(s)”). If City desires to renew this Agreement, it shall provide written notice to MOUNTAIN WASTE within sixty days of the date the Initial Term or Renewal Period, as applicable, ends pursuant to this Section 5.1.

## **6.0 INSURANCE**

6.1 MOUNTAIN WASTE and its subcontractors, if any, shall be required to carry, at their own expense, workers’ compensation insurance, comprehensive general liability insurance, and vehicle liability insurance in amounts that match those set forth in the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, as are presently in effect or are later amended. Evidence of such insurance coverage is attached hereto and incorporated herein as **Exhibit C**. MOUNTAIN WASTE shall add the City as an additional insured party to said policies. MOUNTAIN WASTE shall maintain this insurance coverage, at a minimum, for the Initial Term of this Agreement. Should this Agreement be extended for one or more Renewal Terms, MOUNTAIN WASTE’s insurance shall be maintained during said Renewal Period(s). In the event of any changes to the attached coverages, including, but not limited to, changes to the vehicle fleet, MOUNTAIN WASTE shall provide the City with a copy of the amended certificate(s) showing the City as an additional insured within thirty (30) days of the change. On the anniversary date of each policy MOUNTAIN WASTE is required to maintain pursuant to this Agreement, MOUNTAIN WASTE shall provide the City with certificates of insurance showing the City as an additional insured.

6.2 The parties hereto understand and agree that City is relying on and does not waive or intend to waive by this Agreement or any provision hereof, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.* as amended from time to time or otherwise available to City.

## **7.0 INDEMNIFICATION**

7.1 MOUNTAIN WASTE agrees to indemnify and hold harmless the City, and its officers and its employees, from and against any liability, demands, and expenses, including reasonable court costs and attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused by, or is claimed to be caused by the negligent act, error or omission or other fault of MOUNTAIN WASTE or any officer or employee of MOUNTAIN WASTE or any subcontractor of MOUNTAIN WASTE or any other person for whom MOUNTAIN WASTE is directly responsible. The obligations of this Section 7 shall not extend to any injury, loss, or damage which is caused solely by the act, omission, or other fault of the City or parties under the City’s control. This obligation shall survive the termination of this Agreement.

## **8.0 INDEPENDENT CONTRACTOR**

8.1 MOUNTAIN WASTE shall be an independent contractor and not an agent or employee of the City. Any provisions in this Agreement that may appear to give the City the right to

direct MOUNTAIN WASTE as to details of doing work or to exercise a measure of control over the work mean that MOUNTAIN WASTE shall follow the direction of the City as to end results of the work only. MOUNTAIN WASTE is obligated to pay all federal, state and local income tax or other applicable tax on any moneys earned or paid pursuant to this Agreement. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between the parties, and no party shall have the authority to bind the other in any respect.

- 8.2 MOUNTAIN WASTE does not have the express or implied power to bind the City in any manner except as directly related to the duties of this Agreement or without the express lawful consent of the City Manager.

## **9.0 ASSIGNMENT**

- 9.1 MOUNTAIN WASTE shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

## **10.0 TERMINATION**

- 10.1 This Agreement may be terminated by either party for material breach or default of this Agreement by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available.
- 10.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice to MOUNTAIN WASTE at least one hundred eighty (180) days in advance of the proposed termination date; provided, however, that the City shall not have the right to terminate this Agreement pursuant to this Subsection for the purpose, without cause, of engaging a new company to be the sole provider within the City of the services identified in this Agreement. In the event the City properly terminates this Agreement pursuant to this Subsection, MOUNTAIN WASTE will be paid for the reasonable value of the services rendered to the date of termination, and upon such payment, all obligations of the City to MOUNTAIN WASTE or MOUNTAIN WASTE to the City under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available.
- 10.3 Failure on the part of the City to appropriate sufficient funds for the administration of this Agreement in any given year shall also serve to terminate this Agreement, and all prospective obligations of the parties under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available and shall not be construed as a waiver of MOUNTAIN WASTE's right to collect amounts owed from the City.
- 10.4 Neither party shall be liable to the other under this Agreement for any delay in, or failure of, performance where performance is prevented or delayed by acts of God, fire, explosion,

accident, flood, earthquake, epidemic, war, riot, rebellion, restraints or injunctions, or other legal processes from which a party affected cannot reasonably relieve itself by security or otherwise.

## **11.0 REPORTS/INSPECTION/OPEN RECORDS**

- 11.1 The City and its duly authorized representatives shall have access to any books, documents, papers, and records of MOUNTAIN WASTE and its subcontractors that are related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- 11.2 MOUNTAIN WASTE shall provide the City with quarterly reports as described in Exhibit A and that include residential, industrial, and commercial data.
- 11.3 The City is subject to and bound by the Colorado Open Records Act, § 24-72-101 *et seq.* C.R.S. Any and all documents MOUNTAIN WASTE prepares pursuant to this Agreement may be subject to production and/or reproduction pursuant to those statutes, irrespective of any copyrights held by MOUNTAIN WASTE. MOUNTAIN WASTE hereby waives any claims of any kind whatsoever against City for the City's compliance or attempted compliance with the provisions of the Open Records Act.

## **12.0 INTEGRATION AND AMENDMENT**

- 12.1 This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

## **13.0 CONTROLLING LAW**

- 13.1 This Agreement is being executed and is to be performed in the State of Colorado and shall be enforced and construed according to the laws of the State of Colorado. Venue for disputes arising under this Agreement shall be in the District Court for Garfield County, Colorado.

## **14.0 APPROPRIATION**

- 14.1 No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate City to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by City to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

## **15.0 EMPLOYMENT OF OR CONTRACTING WITH ILLEGAL ALIENS**

15.1 As used in this Agreement, the following words or phrases shall have the following meanings:

- a. Contractor means Mountain Waste & Recycling, Inc.
- b. E-Verify Program means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program.
- c. Department Program means the employment verification program established pursuant to Section 8-17.5-102(5)(c), C.R.S.

15.2. The Contractor shall not:

- a. Knowingly employ or contract with an illegal alien who will perform work under this Agreement; or
- b. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

15.3. The Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services, and that the Contractor will participate in the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

15.4. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or Contracts with an illegal alien, the Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or Contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (1) of this paragraph 15.4 the subcontractor does not stop employing or contracting with the illegal alien, except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or Contracted with an illegal alien.

15.5. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-101, *et seq.*

15.6. If Contractor violates this Attachment, the City may terminate the Contract for breach of the Contract. If so terminated, the Contractor shall be liable to the City for actual and consequential damages.

**16.0 NOTICES**

16.1 Any notices required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered or, if mailed, three (3) days after being deposited in the United States certified mail, postage prepaid, return receipt requested, and addressed as follows. Either party may change the address to which notices should be delivered by providing notice in accordance with this Section 24.

TO CITY: City of Rifle  
P.O. Box 1908  
Rifle, Colorado 81650  
Attn: City Manager

With a copy to: James Neu, Esq.  
Karp Neu Hanlon, P.C.  
201 14<sup>th</sup> Street, Suite 200  
Glenwood Springs, CO 81601

TO MOUNTAIN WASTE: Mountain Roll-Off, Inc. d/b/a Mountain Waste & Recycling  
PO Box 999  
Carbondale, Colorado 81623

**SO AGREED** and made effective as of the date set forth above.

CITY OF RIFLE, COLORADO:

MOUNTAIN WASTE:

By: \_\_\_\_\_  
Matt Sturgeon, City Manager

By: \_\_\_\_\_  
Mike Hinkley, District Manager

ATTEST:

\_\_\_\_\_  
Kristy Christensen, City Clerk





Sander N. Karp\*  
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Facsimile: (970) 945-7336  
[www.mountainlawfirm.com](http://www.mountainlawfirm.com)

*\*\*\*All correspondence should be sent to the  
Glenwood Springs office*

James S. Neu  
[jsn@mountainlawfirm.com](mailto:jsn@mountainlawfirm.com)

December 13, 2016

Mayor Randy Winkler  
Rifle City Council  
P. O. Box 1908  
Rifle, Colorado 81650

Re: December 21, 2016 City Council Meeting

Dear Mayor Winkler and Members of the Rifle City Council:

The purpose of this letter is to briefly outline items we worked on for the December 21, 2016 Rifle City Council Meeting.

1. Ordinance No. 26, Series of 2016 (Solid Waste Removal and Recyclables Collection Agreement with Mountain Roll-Off, Inc. d/b/a Mountain Waste & Recycling). The City contracted with Mountain Roll-Off, Inc., now d/b/a Mountain Waste & Recycling, in 2011 to provide solid waste removal and recyclables collection services for the City. City surveys of the community rank very high the solid waste removal and recyclable collection services they receive and City staff has been very satisfied with the performance of and its relationship with Mountain Waste. With the 2011 Agreement coming to the end of its term, staff has been negotiating with Mountain Waste for an extension of its services and a renewal agreement. Enclosed in your packet is the proposal from Mountain Waste, a Solid Waste Removal and Recyclables Collection Agreement for an additional five-year term through 2021 with 2 two-year options to extend, and Ordinance No. 26, Series of 2016 on second reading that approves the Agreement.

Following first reading, we revised the Agreement with the addition of Section 3.6 that requires Mountain Waste to maintain a physical staffed office in the City of Rifle for the duration of the Agreement as an expressed material term and condition of the Agreement. Mountain Waste had agreed to that requirement, so we added it as a term of the Agreement. In addition, the Agreement is now effective on February 1, 2017 instead of January 1<sup>st</sup> to give the City finance department some time for the transition. Mountain Waste is fine with this one-month delay and the current agreement will continue through January.

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As always, please feel free to contact us before the meeting if you have any questions.

Have a very Happy Holidays!!

Very truly yours,

KARP NEU HANLON, P.C.

James S. Neu

JSN:  
Encs.

**DEPARTMENT OF PLANNING & DEVELOPMENT**

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490 Fax: 970-625-6268



**MEMORANDUM**

**TO:** Honorable Mayor and City Council

**FROM:** Nathan Lindquist, Planning Director

**DATE:** December 15, 2016

**SUBJECT:** Planning Commission Alternate Candidate

The Planning Commission currently has a vacant alternate seat. We received interest in joining the board from Rick Steffen. Rick is a local contractor and resident of Rifle. After interviewing the applicant, the Planning Commission members recommend to Council the appointment of Rick Steffen to the alternate seat.

**Office of the City Clerk**  
202 Railroad Avenue  
Rifle, CO 81650  
Phone: 970-665-6405



## **MEMORANDUM**

**To:** Honorable Mayor and City Council

**From:** Kristy Christensen, City Clerk

**Date:** Thursday, December 15, 2016

**Subject:** Rescheduling June 21, 2017 City Council regular meetings

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The Colorado Municipal League's 2017 Conference is scheduled for June 20-23, and this conflict with Council's regular meeting scheduled for June 21, 2017.

In previous years when conflicts such as this occurred, Council rescheduled these meetings to take place the third Monday in June. Therefore, staff recommends rescheduling meeting as follows:

Monday, June 19, 2017 (instead of Wednesday, June 21, 2017)

## **2017 City Council Meetings**

January 4, 2017

January 18, 2017

February 1, 2017

February 15, 2017

March 1, 2017

March 15, 2017

April 5, 2017

April 19, 2017

May 3, 2017

May 17, 2017

June 7, 2017

June 21, 2017

July 5, 2017

July 19, 2017

August 2, 2017

August 16, 2017

September 6, 2017

September 20, 2017

October 4, 2017

October 18, 2017

November 1, 2017

November 15, 2017

December 6, 2017

December 20, 2017