

## REGULAR WORK SESSION

- MDS Agreement & Public Dumpster Discussion
  - Tomkins Storage Agreement
- Bachelor Loop & Capitol - Speed Limit & Tree Removal
  - Update Model Traffic Code (FYI)
- Business Beautification Holiday Competition
  - SIPA Grant Application Direction
    - Municipal Judge

NO FORMAL ACTIONS CAN BE TAKEN

Posted 11/15/13

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OPEN TO THE PUBLIC

## **AGREEMENT FOR WASTE DISPOSAL SERVICE**

This Agreement amends, restates and supersedes that certain agreement entered into between the City of Creede, a Colorado Town, herein "City" and Jonathan Graham, dba Muley's Disposal Service herein "Contractor" on the 1<sup>st</sup> day of May, 2001.

**WHEREAS**, the City entered into a Waste Disposal Service Agreement with the Contractor on May 1<sup>st</sup>, 2001 wherein the City sought sealed bids to furnish waste disposal services within the City, the Contractor submitted the only bid and the City wished to enter into a contract for the waste disposal services; and

**WHEREAS**, the City billed and collected fees from property owners for the collection of waste, garbage and rubbish; and

**WHEREAS**, the Contractor has now determined to be entirely responsible for its own collection procedures; and

**WHEREAS**, the City passed and approved Resolution No. 08-13 to aid the Contractor's collection functions.

**NOW THEREFORE**, the parties hereto agree to the general provision of this contract and on this, January 13, 2009 agree as follows:

### **SERVICE TO BE PROVIDED.**

1. Contractor agrees to remove all waste, garbage and rubbish from all public and private establishments and residences at least once a week, unless prevented by weather, within the City of Creede.
2. Contractor will set a pick-up schedule for each area of Town. Said schedule will indicate the day of the week the pick-up will occur, and the time period of the pick-up within an 8-hour time frame. This schedule will be published in the local newspaper at Contractor's expense and a copy supplied to the City Manager's office. A minimum of 2 weeks (14 calendar days) notice will be required for all scheduling changes. This schedule does not apply when service failure is caused by events beyond MDS's control, including but not limited to, the following: acts of God, acts of public authorities acting with actual or apparent authority, insufficient information provided by the customer, the application of security regulations imposed by the government or otherwise applicable to the service location, inaccessibility of service location, local weather conditions (as determined by MDS), natural disasters, conditions that present a danger to MDS personnel, private property or MDS equipment (as determined solely by MDS).
3. Contractor shall also be responsible for cleaning up any trash that is dropped during collection. However, Contractor shall **not** be responsible for the general maintenance of the places served.
4. Contractor is not responsible for collecting waste, garbage or rubbish not placed in containers or bagged.
5. Contractor will not be required to pick up trash from residential trash containers which are larger than 40 gallons in size or full, have a weight of more than 65 lbs.

6. Contractor shall furnish all labor, supervision, materials, permits, licenses, insurance and equipment necessary.
7. Nothing in this agreement shall prevent an individual from hauling their own trash, providing it is properly disposed of in conformity with all city and county regulations.

**TERMS.** The contract shall be for a 5 year period, beginning upon the execution of this contract and ending 5 years thereafter provided, however, upon each yearly anniversary date of this contract, the term shall automatically be extended for 1 additional year so that the then remaining term of this contract as of each anniversary date shall be 5 years, unless at least thirty (30) days prior to any anniversary date (the "Non-Extension Date"), either party gives written notice to the other party by certified return receipt requested registered mail, that such automatic extension shall not take effect. If such notice is properly given, the contract shall terminate 4 years from and after the "Non-Extension Date".

**CONSIDERATION.** As consideration for this contract will be allowed to share space in and on the City's old wastewater treatment plant, herein "Barn". Conditions of such use include, but are not limited to keeping equipment, tools, containers and other items stored in and around the barn in an orderly condition and in such a manner as to not block access to any City equipment at any time. The Contractor will not store full dumpsters or other trash containers on the Barn property for more than 24 hours, with the exception of full Roll-off containers, which may be stored for up to one week. The Contractor will also keep and maintain at least one (1) fire extinguisher in operating order, inspected annually, on the premises as required by the City's insurance carrier. An inventory of all items stored on the Barn property will be supplied to the City Manager as of January 15, of each year of this agreement. The storage of any and all equipment and material must be approved by the City Manager.

The Contractor will be responsible for all utility expenses associated with the Barn property on a monthly basis. The Contractor will be invoiced an amount equal to the property taxes on this property on October 15<sup>th</sup> of each year of this contract. The invoice will be due and payable within forty-five (45) days or by November 30<sup>th</sup> of each year.

Contractor agrees that so long as he is permitted to dump trash at the Mineral County Land Fill and/or not travel more than fifty miles round trip to dump trash, he will donate \$1,000 each year to the Creede Recreation Department, such donation to be due no later than October 15<sup>th</sup> of each year.

**NON-RESIDENTIAL COLLECTIONS.** Contractor shall provide waste disposal services at no charge to the City to specifically designated non-residential locations. These include and **are** limited to these specified locations.

1. **Main Street** – Ten (10) public trash containers. Collection Schedule: once per week from September 16<sup>th</sup> to May 14<sup>th</sup> and Twice per week during the dates from May 15<sup>th</sup> to September 15<sup>th</sup>.
2. **City Hall and Public Works shop** – Four (4) Trash containers. Collection Schedule: Once per week all year.
3. **Baseball and Skate Park** – Four (4) public trash containers. Collection schedule: Once per week from September 16<sup>th</sup> to May 14<sup>th</sup> and Twice per week during the dates from May 15<sup>th</sup> to September 15<sup>th</sup>.

4. **Basham Park** – Four (4) public trash containers. Collection schedule: Once per week from September 16<sup>th</sup> to May 14<sup>th</sup> and Twice per week during the dates from May 15<sup>th</sup> to September 15<sup>th</sup>.

**RATES.** Contractor has the right to “request” an increase annually. The Contractor will propose to the City through official notice through the City Manager its proposed rates for the forthcoming year. Such submittal shall be received no later than October 1<sup>st</sup> of each year. All rate adjustments need to be approved by the Board of Trustees. The Contractor has the option to submit requests for rate increases within the calendar year for rate increases beyond their control, such as landfill rates, fuel prices etc.. The City specifically approves the rates as listed on “Exhibit A” for 2009.

**INVOICING AND ACCOUNTS RECEIVABLE.** The Contractor shall be responsible for all functions of invoicing of customers and collection of appropriate accounts payable throughout the terms of this contract beginning **March 1, 2009**. The City will provide all current customers billing data information. Contractor shall use their desired collection agencies. Contractor shall be responsible for its consolation of all delinquent accounts.

**INSURANCE.** The Contractor agrees to procure and maintain, at its own cost, the following policies of insurance. All coverage’s shall be continuously maintained from the date of commencement of services hereunder. The Contractor shall not be relieved from any liability, claims, demands or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration or types.

1. Comprehensive General Liability insurance with a minimum combined single limits of One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) aggregate. The policy shall include coverage for bodily injury, broad for property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, product and completed operations.
2. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) aggregate with respect to each of Contractor’s owned, hired and/or non-owned vehicles assigned to or used in performance of the services.
3. Workers’ Compensation insurance to cover obligations imposed by the Workers’ Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under this contract and Employers’ Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) for each accident, Five Hundred Thousand Dollars (\$500,000) disease – policy limit – each employee.
4. The Contractor shall cause any Subcontractor of the Contractor to procure and maintain the minimum insurance coverage’s listed above. The Contractor shall list the City of Creede as additional insured and provide a copy of the policy to the City for their records.

**NOTICE.** Any information or notices required under this agreement shall be in writing and addressed as follows:

If to the City: City of Creede  
Attn: City Manager  
PO Box 457  
Creede, CO 81130

If to the Contractor: Muley’s Disposal Service  
Attn: Jon Graham  
PO Box 368  
Creede, CO 81130

**NO WAIVER.** Failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall waiver by the City of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision.

**TERMINATION.** The City reserves the right to revoke this contract and all rights and privileges of MDS hereunder in any of the following events or for any of the following reasons:

MDS becomes insolvent and is unable to pay its just debts, or is adjudged bankrupt. In the event MDS becomes insolvent and goes into receivership through bankruptcy or otherwise, the receivers shall be entitled to operate the service for a period of 60 days in order to obtain a replacement contractor. Any assignees shall have a 60 day right of first refusal to act on their own behalf to protect their position by either transference of this contract to an acceptable waste collections company or operation of MDS itself.

MDS is unable to collect trash for two (2) consecutive weeks.

**SEVERABILITY.** If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and the same shall thereafter be inoperative, provided however, the remaining provision of this Agreement shall be valid and binding.

**APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

**In Witness Hereof,** the parties have caused this Agreement to be executed by their duly authorized representative on this 15<sup>th</sup> day of January 2009.

CITY OF CREEDE

By: [Signature] Jan 16, 09  
Mayor: Rex M. Shepperd / Date

ATTEST:

By: [Signature] 1/20/09  
City Clerk: Pamela J. Wilson / Date

MULEY'S DISPOSAL SERVICE

By: [Signature] JAN 13 '09  
Proprietor: Jonathan Graham

**Jon, this is my first draft. Please edit as you deem necessary & I'll have our attorney look it over before presenting it to the Board. Clyde**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF CREEDE, COLORADO, PROHIBITING THE USE OF PUBLIC TRASH RECEPTACLES FOR PERSONAL USE WITHIN THE CITY LIMITS OF CREEDE, COLORADO.**

**WHEREAS**, the City of Creede entered an agreement with Muley's Disposal Service on \_\_\_\_\_ to pick up garbage within the town boundaries; and

**WHEREAS**, Muley's Disposal Service has been doing a good job for the citizens and business owners of Creede; and

**WHEREAS**, Muley's Disposal Service has evidence and witnessed person's living outside the town boundaries who do not pay for their service abuse this service by dumping their personal garbage in private and commercial garbage receptacles in town; and

**WHEREAS**, this is unfair not only to Muley's Disposal Service, but also the residents and business owners of Creede; and

**WHEREAS**, Muley's Disposal Service would like the Board of Trustees of the City of Creede, a Colorado town to adopt an ordinance making it *illegal* for persons not paying for their service to use any of the trash receptacles in town.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE CITY OF CREEDE, COLORADO THAT:**

It is unlawful for any person or persons to dump their garbage in any receptacle within the town boundaries who are not paying for Muley's Disposal Service.

This ordinance will be complaint driven and anyone receiving a written complaint about dumping their personal garbage in someone else's receptacles will be summoned to municipal court.

The penalties associated with this ordinance will be no less than fifty (\$50.00) dollars and no more than one hundred (\$100.00) on the first offence. Those penalties will double on each and any subsequent offenses.

# CLERK'S MEMO

## City of Creede

DATE: November 8, 2013  
TO: Mayor Grossman, Trustees Skroch, Wall, Powell, DeLonga, Wyley and Zurn  
FROM: Randi Snead, Clerk/Treasurer  
SUBJECT: City/County MTC

Greetings all:

Great news...the city and the county have both adopted the 2003 Model Traffic Code! We adopted the updated version as part of adoption of our Municipal Code, so it was kind of hiding...

The county has the following additions & modifications...

- Addition of Snow Tires/Chain Law + Adverse Weather Requirement Signage
- Operation of OHVs on County Roads Except as Posted... "all County and County maintained roads located within Mineral County, except within the Town of Creede" with additional requirements.

The city has the following additions & modifications...

- Provisions "concerning reckless driving, careless driving, eluding a police officer and accidents and accident reports" apply not only to public places and ways but also throughout the City.
- Specific intersection regulation and signage.
- No driving motorized vehicles on the footbridges of Willow Creek(!?!).
- Allowing snowmobiles according to Ordinance 185.

Seems to me that the differences in adoption between the two are minimal are the regulations would be just about the same regardless of City Limits...can we cross this one off the list?

Randi

# CLERK'S MEMO

## City of Creede

DATE: November 13, 2013  
TO: Mayor Grossman and Trustees Skroch, Wall, Wyley, Powell, Leggitt and Zurn  
CC: Clyde, Eric H.  
FROM: Randi Snead, Clerk/Treasurer  
SUBJECT: SIPA Mini-Grant Applications

Good evening!

As I mentioned at the retreat, there is money available for local government technology. Last year, a few of you may remember that we applied for two different projects: A projector and screen to increase public involvement at the meeting itself and tablets for board and staff to go paperless. We didn't get either. I think this year may be a long shot, also, since in review of awardees, they like projects that reach just a few more citizens. Understandable. This year, I'm going to use the statistics from our Facebook presence, which has already gained the following of several hundred folks who aren't voters here but care about our governmental doin's, to bolster that criteria. They are offering grants for \$1,000-\$6,500 per project, and we can submit as many projects as we like.

SIPA's goals this year seem to have shifted from last year (paperless projects, efficiency, and online services) to focusing entirely increasing citizen access using online platforms. Too bad, no toys.... So, the two projects I have come up with along those lines are:

- In-House emails - I would need to spin this as primarily giving every citizen the opportunity to reach every public official online by email. Secondary objectives would be to improve citizen access to public records by streamlining electronic record-keeping and to improve internal security and process.
- New software for online fillable forms - I have already asked Clyde to budget for this, but I would much rather someone else pay for it. This project would help us move forward with the "24-7 Office" services we are beginning to be able to provide.

New this year, they are also offering "security assessment grants" apart from their normal funding. I would like to pursue in this program as well since we are taking on a lot of new adventures in cyberspace and there is a need to address any existing or new security issues.

If this sounds good to you, all I need to move forward is administrative direction. Thank you!

Randi