

**RESOLUTION NO. 23-13**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
RIDGWAY, COLORADO EXTENDING THE RECEIPT OF  
WASTE, REFUSE AND RECYCLING SERVICES FROM BRUIN  
WASTE MANAGEMENT**

**WHEREAS**, the Town of Ridgway, Colorado (the “Town”) is a home rule municipality and political subdivision of the State of Colorado organized and existing under a home rule charter pursuant to Article XX of the Constitution of the State; and

**WHEREAS**, on July 1, 2018, the Ridgway Town Council entered into a Professional Services Agreement with Bruin Waste Management, LLC, a Colorado limited liability company (the “Professional Services Agreement”), wherein Bruin Waste Management agreed to provide regular refuse and recycling collection for residences and businesses within the Town; and

**WHEREAS**, the Professional Services Agreement with Bruin Waste Management was set to expire on June 30, 2023; and

**WHEREAS**, prior to its expiration, the Professional Services Agreement with Bruin Waste Management and was extended by the Town Council through October 16, 2023 with the adoption of Resolution No. 23-10; and

**WHEREAS**, the Town and Bruin Waste Management desire to further extend the Professional Services Agreement for a period of two years through October 15, 2025, making some modifications to the Scope of Services in Exhibit A to the Professional Services Agreement; and

**WHEREAS**, the Town Council finds this Resolution to be in the best interest and welfare of the residents of the Town.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO** the following:

**Section 1. Recitals Incorporated.** The above and foregoing recitals are true and correct and are incorporated herein by this reference.

**Section 2. Extension of and Modifications to Professional Services Agreement.** The following terms of the July 1, 2018, Professional Services Agreement between the Town of Ridgway and Bruin Waste Management (the “Agreement”) shall be amended:

- a. The term of the Agreement shall be extended to October 15, 2025.
- b. Exhibit A: Scope of Services to the Agreement, (C) “Town Services” under Section “Bid Schedule: Pick Up Service” shall be modified to reflect:

- 1) the addition of a fifth 30-cubic yard container for the Spring Clean-up solely for the purpose of collecting recycled metal, and
  - 2) one six-cubic yard container one time per week instead of two three-cubic yard containers one time per week.
- c. Exhibit A: Scope of Services to the Agreement, (A) “Base Monthly Charges for Weekly Curbside Service” under Section “Bid Schedule: Pick Up Service” shall be modified to reflect:
- 1) Waste: Multiple Residential Units utilizing a common 1 cubic yard animal-resistant dumpster – \$37.20
  - 2) Waste: Multiple Residential Units utilizing a common 2 cubic yard animal-resistant dumpster – \$64.00
  - 3) Waste: Multiple residential Units utilizing a common 3 cubic yard animal-resistant dumpster – \$95.13
  - 4) Waste: Each Single-Family Residential Unit – animal-resistant poly cart(s) up to 64 gallons – \$16.96
  - 5) Recycling: Each Single-Family Residential Unit – 18-gallon recycle bin, weekly service – \$10.10
- d. Exhibit A: Scope of Services to the Agreement, (F) “Tipping Fee Surcharge” under Section “Bid Schedule: Pick Up Service” shall be modified to reflect:
- 1) Current Rate for Landfill Tipping Fee – \$15.00 per compacted cubic yard
- e. All remaining terms of the Professional Services Agreement shall remain in full force and affect.

**Section 3. Authorization of Staff.** The staff for the Town of Ridgway is authorized to prepare a Second Amendment to the Agreement in accordance with the terms of this Resolution, and to obtain signatures of the Second Amendment from the Mayor of the Town and an authorized representative of Bruin Waste Management.

**Section 4. Effective Date.** This resolution shall take effect immediately upon adoption.

**APPROVED AND ADOPTED by the Town Council at a regular public meeting held on the 11<sup>th</sup> day of October 2023.**

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John Clark, Mayor

ATTEST:

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Pam Kraft, Town Clerk