

ACTION FORM BRYAN CITY COUNCIL

DATE OF COUNCIL MEETING: May 26, 2015		DATE SUBMITTED: May 12, 2015	
DEPARTMENT OF ORIGIN: Solid Waste		SUBMITTED BY: E. Zaragoza	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	STRATEGIC INITIATIVE:
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input type="checkbox"/> PUBLIC SAFETY
<input type="checkbox"/> SPECIAL	<input checked="" type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input checked="" type="checkbox"/> SERVICE
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> STATUTORY		<input type="checkbox"/> ECONOMIC DEVELOP.
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input type="checkbox"/> INFRASTRUCTURE
			<input checked="" type="checkbox"/> QUALITY OF LIFE
AGENDA ITEM DESCRIPTION: Approval of a five (5) year agreement to permit Professional Trash Valet, LLC, d/b/a Brazos Valley Trash Valet & Recycling (BVTV), to conduct the collection of non-organic recyclables from residential and commercial customers within the City of Bryan.			
SUMMARY STATEMENT: The City Charter and Solid Waste Ordinance prohibit the private collection of waste unless otherwise permitted by the City. Furthermore, by ordinance, only the City shall be the municipal solid waste collection provider for residents. Permits are required for collection by private waste haulers as the City of Bryan is considered a “closed city.” Permits can only be obtained for materials not collected by the City or where the City cannot provide adequate container size (e.g. roll off containers or compactors). Brazos Valley Trash Valet & Recycling (BVTV) is seeking to renew a five (5) year agreement that allows for the collection and hauling of recyclable material.			
<p>The City of Bryan maintains a strong “green effort” by offering recycling collection through a Drive-In Recycling Center located in the Wal-Mart parking lot on Briarcrest Drive. Recycling materials such as glass, aluminum, paper, cardboard and plastics diverts recyclable materials from entering the landfill, thereby freeing up space for non-recyclable items. Diverting these materials conserves valuable landfill airspace, preserves resources, and increases the life of the landfill. The Drive-In Recycling Center is visited by over 80,000 vehicles per year and generates over 1,100 tons of recyclable materials annually. Although this facility is open to the public and the majority of the participants are residential customers, there are still requests for a curbside recycling program.</p> <p>BVTV is seeking permission to allow the collection of recyclable materials from residential and commercial properties. Since 2011, BVTV has collected ~50 tons of recyclable material from the citizens of Bryan. Services offered by BVTV allow only those who wish to pay for the recycling collection to purchase their services. This service will not be a city-wide or mandatory recycling program, but one that residents or businesses can individually choose to participate. Providing this service, opposed to a city-wide program, allows for a “no-cost” alternative for the City and an opportunity for people who wish to participate in a recycling program.</p> <p>Within the BVTV agreement, appropriate actions must be followed to allow the City an opportunity to observe the collection practices and services. Below is a summary of actions that BVTV must follow to ensure compliance with permit requirements:</p> <ul style="list-style-type: none"> • Report a list of recyclable items collected and only collected items that are approved • Materials collected shall not be placed in a landfill • Contractor will submit bi-annual reports (reports available per request) • Contractor shall collect materials from residential or non-residential properties in secured bags or containers approved by the City 			

- Contractor shall only use light duty vehicles and trailers while collecting recyclable material
- At no time shall front or rear load containers be used to collect recyclable materials
- Contractor shall not collect materials on the same day of City provided solid waste services

As stated above, since the permit is renewed every five years, actions in need of revisions will be reviewed at the conclusion of the permit period.

Currently, the City of Bryan has two (2) other permitted solid waste haulers: Brazos Valley Recycling and Texas Commercial Waste. However, Brazos Valley Trash Valet will be devoted solely to collecting recycling material from residential customers and hand collecting small amounts from commercial properties (without the use of front or rear load containers) with the use of light duty vehicles and trailer.

Staff recommends continuing to allow BVTV to service residential and commercial properties. The approval of this permit will provide a “no-cost” option for City and an opportunity for residents who wish to participate in curbside residential recycling. Creating this opportunity for the community may help increase participation and diversion of recyclable materials throughout the City.

STAFF ANALYSIS AND RECOMMENDATION: Environmental Services respectfully requests the City Council consider approving the agreement to permit Brazos Valley Trash Valet to collect non-organic recyclables from approved sites. Permitting this waste hauler will allow the citizens an option when it comes to curbside collection of recyclable materials when the City cannot meet the need. In addition, it will also provide a “no-cost” option for the City and an opportunity for residents who wish to participate in curbside residential recycling. Continuing this opportunity for residents may help increase participation and diversion of recyclable materials throughout the City.

OPTIONS (In Suggested Order of Staff Preference):

1. Approve the permit
2. Approve the permit with modifications (may require consideration at a future City Council meeting)
3. Do not approve the permit

ATTACHMENTS:

1. Brazos Valley Trash Valet Waste Hauler Agreement Permit

FUNDING SOURCE: N/A

APPROVALS: Jayson E. Barfknecht 05/11/15; Hugh R. Walker, 05/12/2015

APPROVED FOR SUBMITTAL: CITY MANAGER

APPROVED FOR SUBMITTAL: CITY ATTORNEY Janis K. Hampton, 05/18/2015

**PERMIT
FOR RESIDENTIAL & COMMERCIAL
RECYCLING PICK UP**

The City of Bryan, Texas (City) grants **Professional Trash Valet, LLC, d/b/a Brazos Valley Trash Valet & Recycling** (Contractor) a permit to collect recyclable material subject to the following conditions:

1. Contractor is authorized to offer:
 - a) recycling collection (non-organic) to non-residential properties; and
 - b) recycling collection (non-organic) to residential properties.

2. Unless approved otherwise in writing by City, Contractor will use the Brazos Valley Solid Waste Management Agency (BVSWMA) landfill for disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City. Contractor will only use a City approved recycling facility for processing of all recyclable material collected by Contractor within the corporate limits of the City. Contractor will comply with all laws, policies, rules and regulation of the United States, State of Texas, BVSWMA, Brazos County and the City with regard to the operation of the landfill and disposal of solid waste, including but not limited to the requirements that Contractor's employees on the landfill premises wear a hard hat. All collections made under this permit will be made by Contractor without unnecessary noise, disturbance, or commotion.

3. **RECYCLING COLLECTION**
 - A. Contractor will submit a bi-annual report to the City listing the number, location and tonnage of recyclable materials collected within the City under the terms of this Permit. These reports will be sent to the City Manager or designee.

 - B. Contractor shall collect materials from residential or non-residential properties in secured bags or containers approved by the City. At no time shall recyclable materials be allowed to be collected in City right-of-way or dumpster enclosures. Properly maintained collection areas are required to prevent health, sanitation or litter problems. City reserves the right to specify to Contractor the exact location of any collection site for service within the corporate limits of the City.

 - C. Contractor shall not collect materials on the same day of City provided residential trash and Brush & Bulky services. Scheduling or routing conflicts shall be immediately corrected by the Contractor to accommodate the City's schedules and routes.

 - D. Contractor shall only use light duty vehicles and trailers while collecting recyclable material. At no time shall front or rear load containers be used to collect recyclable materials.

4. All vehicles used by Contractor for the collection and transportation of refuse or recyclable materials must be covered at all times while in transit to prevent the blowing or scattering of refuse or recyclable materials onto public streets or properties adjacent thereto, and each vehicle

must be clearly marked with Contractor's name in letters of not less than three (3) inches in height.

5. Contractor will directly receive and resolve any complaints pertaining to service from customers located within the corporate limits of the City. Any complaints received by the City will be forwarded to the Contractor within twenty-four (24) hours of receipt. Contractor must respond to the complaint within twenty-four (24) hours of receiving it from the City.
6. This Permit constitutes the only Agreement between the parties. There are no other agreements between these parties with regard to the disposal of commercial, industrial or residential solid waste in the City. This Permit is non-exclusive. In the event that Contractor requests an amendment to the terms of the Permit, or a variance from the terms thereof, the Contractor shall submit a written request to the City Manager in advance. The City Council must approve any amendments to the Permit. The City Manager has authority to grant a limited variance to the terms of this Permit, provided that
 - a) the circumstances warrant such a variance due to time constraints, health/safety of the public, or other objective reasons;
 - b) the variance is not inconsistent with the terms of the City's ordinances; and
 - c) the variance is effective for thirty (30) days or less.
7. **THE CONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ALL ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURY OR DAMAGE RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, BY OR FROM THE CONTRACTOR OR HIS EMPLOYEES BY OR ON ACCOUNT OF ANY OMISSION, NEGLIGENCE OR MISCONDUCT OF THE CONTRACTOR, OR BY OR ON ACCOUNT OF ANY CLAIMS OF AMOUNTS RECOVERED UNDER WORKER'S COMPENSATION LAW OR ANY OTHER LAW, ORDINANCE, ORDER OR DECREE. CONTRACTOR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES IN ACCORDANCE WITH THIS INDEMNIFICATION CLAUSE REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN PART BY THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.**
8. The Contractor, before starting work in the City corporate limits, must furnish Certificates of Insurance or other acceptable evidences from a reputable insurance company or companies with an A.M. Best rating of "A" (issued by a company acceptable to the City) licensed to write insurance in the State of Texas, showing that the Contractor is covered by insurance as follows:
 - A. Statutory Worker's Compensation and Employer's Liability Insurance in the amount of \$500,000. In the event any work is sublet, the CONTRACTOR shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor.
 - B. Commercial General Liability Insurance with a \$1,000,000 Combined Single Limit. The Policy shall be on the Standard Occurrence form, and shall include coverage for acts of independent contractors, and shall name the City of Bryan as an additional insured. Waiver of subrogation in favor of City is required.

- C. Automobile Public Liability Insurance with a \$1,000,000 Combined Single Limit on all self-propelled vehicles used in consideration with the Permit, whether owned, non-owned or hired and naming the City of Bryan additional insured.
- D. Owner's Protective Liability with a \$1,000,000 Combined Single Limit, naming the City of Bryan as the insured.

It is expressly agreed that the Contractor will, as a condition for the continuation of this Permit, keep and maintain the above described insurance continuously in effect throughout the life of this Permit, and failure to abide by this requirement will result in Permit revocation.

- 9. The Contractor will not dispose of special or other hazardous waste prohibited for disposal at the BSWMA Type I landfill. Contractor agrees to indemnify and hold City harmless for any disposal of any prohibited material, whether intentional or inadvertent.
- 10. If at any time Contractor fails to perform any of the terms, covenants, or conditions herein set forth, the City may revoke and cancel the contract and this Permit will be null and void. A hearing prerequisite to such revocation will not be held until notice of the hearing has been given to Contractor by Registered Mail, addressed to Contractor at the address shown on the records of the City, and a period of at least ten (10) days has elapsed since the mailing of the notice. The notice will specify the time and place of the hearing and will include the reasons being considered for revocation of contract. The hearing will be conducted in public by the City Council. The Contractor will be allowed to present and be given full opportunity to answer any reasons for terminations as set out in the notice. If, after the hearing is concluded, the City Council determines that the allegations set forth in the notice are affirmed by the facts presented at the hearing they may, by majority vote revoke this permit.
- 11. Contractor will perform the collection in accordance with applicable laws, codes, ordinances and regulations of the United States, State of Texas, Brazos County and City of Bryan and in compliance with OSHA and other laws as they apply to its employees. Contractor will ensure that competent persons with at least five (5) years of verifiable experience in managing solid waste collections supervise all collection operations within the City. It is the intent of the parties that safety precautions are a part of the collection techniques for which Contractor is solely responsible. Contractor assumes responsibility and liability and hereby agrees to indemnify the City of Bryan from any liability caused by failure to comply with applicable federal, state or local laws and regulations, touching upon the maintenance of a safe and protected working environment, and the safe use and operation of machinery and equipment in that working environment.
- 12. All notices required under the terms of this Permit to be given by either party to the other must be in writing, and unless specified otherwise in writing by the parties, must be sent to the parties at the following addresses:

City: City of Bryan
Attn: City Manager
P.O. Box 1000
Bryan, Texas 77805-1000

Contractor: Professional Trash Valet, LLC d/b/a
Brazos Valley Trash Valet & Recycling
Attn: Ricky Hux

3515 B Longmire #205
College Station, Texas 77845

All notices will be deemed to have been properly served if sent by Registered or Certified Mail, to the person(s) at the address designated above, or to any other person at the address which either party may hereinafter designate by written notice to the other party.

13. No modification to the terms of this Permit may be made unless made in writing and approved by both parties.
14. The Contractor may not assign this Permit without prior written approval of the City.
15. Unless earlier revoked, this Permit is valid for five (5) years following approval by City Council, expiring the ___ day of _____, 2020.

EXECUTED this _____ day of _____, 2015.

AGREED AND ACCEPTED:

**PROFESSIONAL TRASH VALEY, LLC D/B/A
BRAZOS VALLEY TRASH VALET & RECYCLING**

Ricky Hux, General Manager

CITY OF BRYAN:

Jason P. Bienski, Mayor

ATTEST:

Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney