

**ORDINANCE NO. 18-104**

**AN ORDINANCE OF THE CITY OF GARRETT, TEXAS, DEFINING AND UPDATING THE COLLECTION AND DISPOSAL SYSTEM; PROVIDING FOR THE INDEMNIFICATION OF SERVICES, DEFINING BOUNDARIES AND PROVIDING FOR THE TYPE OF COLLECTION, TYPES OF SERVICES; ESTABLISHING CUSTOMER RESPONSIBILITIES, PROHIBITIONS, STANDARDIZED SERVICES, COLLECTION RATES, CHARGES FOR GARBAGE; INCLUDING PENALTY; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH; CONTAINING A REPEALER CLAUSE; CONTAINING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, the City of Garrett is responsible for the sanitary collection, recycling and disposal of all municipal solid waste produced in the City of Garrett; and,

**WHEREAS**, the City of Garrett now provides collection for said waste to several private and public entities within the City of Garrett; and,

**WHEREAS**, this type operation and responsibility to these entities mandate controlled growth, operations and insures public health and safety; and,

**WHEREAS**, the City Council of the City of Garrett, Texas, (the "City Council") seeks to provide for reasonable fees and charges for municipal services in order to recoup the cost of conducting municipal business on the public's behalf without unduly relying on taxes.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARRETT, TEXAS, THAT:**

**SECTION 1. GENERAL PROVISIONS**

Where the accumulation of garbage, litter, rubbish, junk and other deleterious substances on the premises of private residences, commercial and industrial institutions and in streets and alleys constitutes a public hazard and nuisance; greatly increasing the danger of the spread of infectious, contagious and epidemic diseases and where it is imperative and urgent for the preservation of health, safety, sanitation, peace and public welfare that proper and adequate regulations be adopted to require property owners, tenants, occupants or lessees to secure containers and/or receptacles of sufficient size and number in which to deposit garbage, trash and/or recyclable material for collection and removal at regular intervals.

**SECTION 2. DEFINITIONS**

The following words and terms, when used in this Section, shall have the meanings respectively ascribed to them in this section.

Approved Container - An approved container meeting designated standard and issued by the City. A

reusable metal container and referred to as commercial containers, or a reusable plastic container referred to as residential container or plastic cart both of sufficient size and strength to adequately hold garbage and refuse without spillage.

Brush - Non-putrescible solid wastes consisting of yard clippings, leaves, wood and similar materials, such as cuttings or trimmings, shrubbery, grass clippings, brush, leaves, tree trimmings, refuse, trees, shrubs or similar materials that are not suitable for placement in disposable containers.

Bulky waste or Trash - Stoves, refrigerators, old iceboxes, pieces of metal scrap, furniture, water tanks, washing machines, loose brush, loose tree trimmings, bundles in excess of three cubic yards or 50 lbs. in weight, and other waste materials; but does not include construction debris, rocks, shingles, building materials, junk, trash, and other worn-out, wrecked or dismantled machinery, tractors, automobiles, and other similar wastes.

Carrion - Shall mean the dead and putrefying flesh of any animal, fowl, or fish.

Customer - Any owner, occupant, tenant or person otherwise in control of any premises in the City on which garbage and trash are accumulated and from which the same is removed or required to be removed pursuant to the terms of this Chapter.

City - City of Garrett, Texas

Commercial or Commercial Unit - All premises, locations, or entities, public or private, requiring refuse collection that is not a residential unit. Duplexes, townhomes, single or multi-family residences (consisting of three or more units), apartments; pertaining to any structure or premises and all businesses, institutions (public or private), apartments, single or multi-family dwellings (consisting of three or more units), commercial establishments and industrial premises.

Commercial Refuse - All waste, garbage, rubbish and stable matter generated by a producer at a commercial unit, but excludes pallets, wood and/or any material which falls under the category of construction material or debris.

Commingled Recyclables - Glass bottles and jars, aluminum cans, bimetal cans, tin cans and plastic bottles;

Construction Debris or Debris - Dirt, concrete, rocks, bricks, shingles, junk, trash, wood, pallets or other waste building materials resulting from construction, remodeling, repair or demolition operations.

Designated Recyclable Materials - means those materials designated within the City of Garrett Recycling Plan to be source separated for the purpose of recycling. These materials include, but are not limited to:

Aluminum Cans; Plastic Bottles; Any item made of plastic that is not a bottle. Empty bottles which contained hazardous materials, such as motor oil, antifreeze, etc. should not be recycled; steel (tin) cans; newspapers; used motor oil; lead-acid batteries; metal appliances;

Developed Property - shall mean any tract of land or lot, which meets any one of the following criteria:

- 1) Any structure or paving currently exists or has previously existed on the tract or lot; or
- 2) Any grading, mining, drilling, dredging, filling or excavation has taken place on the tract or lot.
- 3) Clearing trees or vegetation from a tract or lot shall not, by itself, be construed to render the affected tract or lot "developed property" within the meaning of this article.

Director - means the Director of Solid Waste for the City or an authorized agent of the City.

Disposal Site or Landfill - A refuse depository, licensed, permitted and approved to receive refuse, garbage, trash, debris and dead animals for final disposal.

Filth - Shall mean any matter in a putrescent state.

Garbage - Shall mean all animal, vegetable and inorganic matter subject to discard which is generated from within a household, residence, or business, such as but not limited to coffee grounds, tin cans, bottles, paper bags, plastic items, boxes, glass, and food articles, and additionally, shall include all animal, vegetable, and inorganic matter and any putrescible animal or vegetable waste materials resulting from the handling, preparation, cooking and consumption of foods, including waste materials from markets, storage facilities, handling and sale of produce and other food products. The term "garbage" also means admixtures of animal or vegetable waste with rubbish but does not include dead animal carcasses.

Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the state to be "hazardous" as that term is defined by or pursuant to federal or state law.

Infectious Waste - A solid waste containing pathogens or biologically active material that, because of its type, concentration and quantity is capable of transmitting disease.

Litter - The word "litter" is "garbage," "refuse," and "rubbish," as defined herein and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety and welfare.

Medical Waste - Treated and untreated special waste from health care-related facilities that is comprised of animal waste, bulk blood, bulk human blood, bulk human body fluids, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions) from the sources specified in 25 TAC §1.134 (relating to Application), as well as regulated medical waste as defined in 49 Code of Federal Regulations §173.134(a)(5), except that the term does not include medical waste produced on a farm or ranch as defined in 34 TAC §3.296(f) (relating to Agriculture, Animal Life, Feed, Seed, Plants, and Fertilizer), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.

Municipal Solid Waste (MSW) Stream - Means all solid waste generated from residential, commercial, and institutional establishments within the City of Garrett which is not bulky waste or construction and demolition debris.

Non-profit Organization - A civic or fraternal organization, charity, lodge, association, proprietorship, or corporation possessing an Internal Revenue Code § 501(C)(3) exemption, or a religious organization meeting the definition of "church" under the Internal Revenue Ordinance § 170(b)(1)(A)(I).

Owner - Shall mean a person having some interest in title to real property.

Person - Any individual, partnership, co-partnership, firm, company, corporation, association, joint-stock company, trust, estate, political subdivision or any other legal representatives, agents or assigns.

Property - Any real or personal property of any type.

Putrescible - Any matter or material capable of decaying or rotting.

Refuse - The word "refuse" is all putrescible and non-putrescible solid wastes, except body wastes, including garbage, rubbish, ashes, street cleanings, dead animals and solid market and industrial wastes.

Recyclable Material - Means those materials which would otherwise become solid waste, and which may be collected, separated, or processed and returned to the economic mainstream in the form of raw materials or products.

Residential or Residential Unit - Pertaining to any structure or premises used for permanent living quarters of whatever type, including conventional single-family residences or mobile homes. A residential unit shall be deemed to be occupied when either water or domestic light and power services are being supplied thereto.

Rubbish - Trash or Garbage

Solid Waste - Means any discarded or unwanted solid materials, garbage, brush, refuse, rubbish, litter, junk, trash, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility, and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities but does not include:

- 1) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued pursuant to state law;
- 2) Soil, dirt, rock, sand and other natural or manmade inert solid materials used to fill land if the object of depositing same is to render the land suitable for the construction of surface improvements; and
- 3) Waste materials, which result from activities, associated with exploration, development, or production of oil or gas and are subject to the jurisdiction or control of the Texas Railroad Commission.

Trash - Shall mean all non-decayable waste; plastics, cardboard, rubber and fabrics or fibers; but for the purpose of service does not include construction materials, debris or bulky waste for commercial collection.

Undeveloped property - Shall mean any tract of land or lot, which is not developed property.

Vector - An agent, such as an insect, snake, rodent, bird, or animal capable of mechanically or biologically transferring a pathogen from one organism to another.

Waste Material - Refuse, garbage, rubbish, other solid or liquid wastes and useless, unused, unwanted or discarded materials.

Yard waste - Leaves, grass clippings, yard and garden debris, and brush, including clean woody vegetative material not greater than six inches in diameter, that results from landscaping maintenance and land-clearing operations. The term does not include stumps, roots, or shrubs with intact root balls.

### **SECTION 3. EXCLUSIVE MUNICIPAL SERVICE FOR GARBAGE COLLECTION.**

(A) The City's Solid Waste Department is the exclusive provider of residential and commercial garbage, rubbish, recyclables, refuse and other collection and disposal services for all premises within the City and it shall be unlawful for any other person(s) and/or company(s) to provide residential or commercial garbage, rubbish, recycling or refuse collection and/or disposal services to any person for compensation within the City or to make use of the public streets for that purpose, except as provided in this chapter. No resident may be excluded from trash collection service unless that resident shows proof and establishes to the satisfaction of the Director that said resident is having their trash, rubbish, debris and putrescible waste disposed of by a licensed refuse collector.

(B) Any person, firm, corporation, association or partnership providing residential and commercial

garbage, rubbish, recyclables, refuse and other collection and disposal services within the City limits after the effective date of this Ordinance shall be in violation of this section, guilty of a misdemeanor and subject to being fined, upon conviction, for each violation.

(C) Each separate collection, if more than one per day, and each separate day upon which such a collection is made shall constitute a separate violation of this section, subject to punishment under the provisions of division (B) of this section for each such violation.

**SECTION 4. INDEMNITY FOR COLLECTION ON PRIVATE PROPERTY**

(A) City Indemnified. Each person or entity who applies for service under this chapter who desires that the City enter onto their private property to collect and remove refuse must hold harmless and indemnify the City for damages to their paving or property caused by the City's removal of refuse.

(B) Owner Agrees to Indemnify City; by applying for and accepting such service, the property owner agrees to indemnify and to hold harmless and defend the City, its officers, agents and employees from and against all liability for any and all claims, liens, suits, demands and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees and other reasonable costs, arising out of or resulting from City's work under the contract service agreement and from any liability arising out of or in connection with the City's or its officers, agents, or employees entry and exit upon said property, including all such causes of action based upon common, constitutional or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of the City, its officers, agents or employees. The property owner agrees to waive any and all claims it may have against the City, in connection with, resulting from, or arising out of, claims and suits covered by this indemnification provision, and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstances against the City, its officers, agents and employees. Property owner further agrees that this indemnity provision shall be considered as an additional remedy for the City and not as an exclusive remedy.

(C) Property owner will provide the City prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affect or might affect the property owner or City, and City shall have the right to compromise and defend the same to the extent of its own interests.

**SECTION 5. SOLID WASTE MANAGEMENT**

(A) The collection, removal and disposal of all garbage and trash shall be carried on in a systematic, efficient manner in order to maintain the entire City in a clean and sanitary condition.

(B) The City provides waste collection and disposal for all premises within the City. Three (3) types of services are offered:

- 1) Residential Service. A dwelling, whether of single or multilevel construction, consisting of two or less contiguous or separate single-family dwelling units, shall be treated as a residential unit. All residences within the City are required to subscribe to the City's residential waste collection service. This service provides for collection of waste stored in approved plastic cart receptacle and the collection of yard waste or trash.
- 2) Commercial Service. Commercial establishments, townhomes, institution(s), apartment(s), multi family dwellings, flats, commercialized residence (consisting of three or more units), businesses and industrial premises are considered commercial businesses and as such are

required to subscribe to the City's commercial collection service. The service consists of scheduled pickup of waste from metal containers sized to meet the needs of the customer.

- 3) Special Collection Services. Special Pick-up services include the collection of wastes, which are too bulky for regular pickup, trash, rubbish and debris that are not attributed to normal residential/commercial functions. The service may be obtained through contract with the City's Solid Waste Department or an authorized agent of the City.

## **SECTION 6. REFUSE COLLECTION RESPONSIBILITY**

- (A) Every owner, occupant, tenant or lessee of any residence, dwelling, flat or business, commercial, or institutional property or other property is entitled to receive garbage collection services and shall arrange, by contract with the City, for such garbage collection and disposal services from the City's Solid Waste Department, except as otherwise specified in this Ordinance.
- (B) Every customer/resident shall use approved containers sufficient in size and number to hold the garbage and recyclable material normally accumulated on the premises of said customer/resident in compliance with the requirements of this Ordinance.
- (C) It shall be the duty of every person, occupant, owner or permit holder, head of every family occupying or in possession of any house, building, flat, apartment, tenement or dwelling place in the City, which is a private residence, to place all garbage, accumulated on said premises in an approved container and place the container at its approved service location and time as directed by the Department and remove such container from its service location at the end of its service day.
- (D) It shall be the duty of the owner or person otherwise in control of commercial, institutional, apartment(s), multi-family dwellings, flat, commercialized residence or industrial premises within the City to cause all garbage accumulated on said premises to be placed in a Commercial-type container on the premises.
- (E) Every customer shall keep all garbage and trash containers used; securely closed in such a manner as to prevent the scattering of the contents thereof and to render said contents inaccessible to insects, rodents and other animals and said lids and covers shall only be removed while said containers and receptacles are being filled or emptied, as the case may be.
- (F) Commercial-type containers shall be placed at a location on the premises arranged by the Department of Solid Waste Management; if gates are used, the customer shall ensure that they are open and that such container has easy access for City on the dates collection is scheduled.
- (G) All garbage shall be placed inside the container/receptacle for collection; garbage or trash outside the container/receptacle is deemed the responsibility of the owner, occupant, tenant or lessee and will not be serviced by the City.
- (H) Every customer is hereby required to maintain constant supervision and surveillance over garbage containers on their premises. If, after having been timely placed for collection, the containers are not collected or emptied and the contents removed, as the case may be, by the City within a period of twelve (12) hours of scheduled collection, the customer shall promptly notify the City of this fact in order to avoid return service fees. It shall be the duty of every person placing solid waste in any such container to eliminate as far as possible all water and other liquids, and to securely wrap same before placing same in such container.

## SECTION 7. REFUSE DISPOSAL AND ANTI-LITTERING PROHIBITIONS

As prescribed hereunder this section the following acts shall be considered unlawful and subject to penalties prescribed by this Ordinance:

- (A) For any person to place debris or brush in any commercial container or residential plastic cart herein required to be used only for the collection of garbage.
- (B) For any person, owner, occupant, tenant or lessee to discharge, deposit, expose, dispose, dump or unload any solid or other waste matter, garbage, trash, debris, waste products, tires, brush or yard cleanings in any street, alley, easement, right-of-way, gutter, waterway, irrigation/ drainage canal or other public places or upon any private property or adjacent land, whether owned by such person or not, within the City or its jurisdiction whether collection service is rendered or not; except at the designated City Sanitary Landfill, such act shall be deemed to be in violation of this Chapter and shall be the responsibility of the owner or occupant to remove/rectify and shall have, after written notice by the City, seven days to remove/rectify same or the City shall provide the services and assess a minimum fee of \$25 or the actual cost of removal to the owner or the occupant's water bill.
- (C) For any waste product(s), tires, spent chemicals, rubbish, waste building materials, liquors, brines, offal, debris and/or any polluting materials to be stored, deposited, exposed or disposed of in any manner that will cause a public nuisance and/or health hazard and/or in such way to be a potential instrument or medium in disease transmission to a person or between persons; or contributing to the pollution of the surrounding land, the contamination of any surface or ground water or causing foul odors to escape or causing the infestation or harborage of insects or rodents.
- (D) For any person to deposit any burning match, cigarette, charcoal, ember or flammable substance or similar material in any container used for the disposal of garbage or trash.
- (E) For any owner, occupant, tenant or lessee, using or occupying a building, house or structure, to utilize the garbage containers or receptacles of another owner, occupant, tenant or lessee for the disposal of their own refuse or garbage, and in this manner try to avoid payment of the fees levied by this article.
- (F) For any owner, occupant, tenant or lessee, using or occupying a building, house or structure to relocate any receptacle/plastic container to a previously un-serviced area or location in order to obtain additional or extra services and in this manner avoid payment of the additional fees for subsequent services levied by this chapter.
- (G) To deposit or dispose of Industrial, medical and /or hazardous waste, as that term is defined by and pursuant to federal or state law, at any location or within City owned receptacles within the City regardless of consent of the owner of the property.
- (H) For any Residential, Commercial and/or Roll-Off Container to be filled with garbage or trash above the top flange of such container.
- (I) For any person to tamper with, meddle with or in any manner disturb garbage, which has been placed for collection; such shall not apply to police, fire or other agencies, which may require access in their line of duty.

- (J) For any person transporting or in control of any vehicle used in the transportation of solid waste or brush to transport same in such manner as to permit the discharge of same upon any alley or street in the City.
- (K) To dispose grease pit and regulated garage waste. This regulated waste shall be disposed of at the expense of the party responsible for same, under the rules of the governing agency.
- (L) For any person operating or in charge of any business, such as tree surgery, lawn care, plant nursery, yard work and maintenance company or the like to place for collection any brush material, yard waste and the like not generated from their residence as part of their normal residential brush generation for collection and in this manner try to avoid payment of the fees levied by this chapter.
- (M) Any act prescribed in any other provision of this Ordinance

### **SECTION 8. RESIDENTIAL COLLECTION**

- (A) All containers shall be placed in front of the property between the sidewalk and curb or in any place most accessible to the collector. No garbage containers may be placed in an alley or other public way without authorization from the Director. The containers shall be placed at the hereinabove prescribed locations no later than 7:00 a.m. on the day of scheduled collection. In this regard, it shall be unlawful for any customer to place containers of garbage at said location prior to 7:00 p.m. the evening prior to the day of scheduled collection.
- (B) Bags are not to exceed 35lbs/8 bags a week.
- (C) In the event it is not practical to place containers for collection at locations hereinabove provided, the Director or his duly authorized representative shall designate the point most easily accessible for collection in such instances.
- (D) Brush collected on regular trash and brush collections shall be bundled into four (4) foot long bundles not exceeding twenty-four (24) inches. Unbundled trees and brush shall be cut into lengths of six (6) feet or shorter.
- (E) The Director for just cause (health and or sanitation reasons, insufficient capacity, nuisance, littering) may increase the size of the residential or commercial-type container(s), quantity of containers and/or frequency of collection and apply appropriate monthly charges without customer approval.
- (F) No resident may be excluded from trash collection service unless that resident shows proof and establishes to the satisfaction of the Director that said resident is having their trash, rubbish, debris and putrescible waste disposed of by a licensed refuse collector.

### **SECTION 9. RESIDENTIAL COLLECTION CHARGES**

- (A) The collection and removal of garbage and trash from houses, buildings, flat, apartment(s), tenement or dwelling place in the City, which is a private residence shall be made as often as necessary in order to maintain such premises free of accumulations of garbage and trash. In this regard, garbage collection shall be made not less than one (1) time each week.

#### **Residential Service:**



1) Rates. The following monthly rates will be charged for collection:

a. \$15.25 Trash

\$ 3.00 Recycle

**\$18.25 Total**

b. Once per week service rates include brush and bulk item collection, this service does not include collection for construction material or debris.

c. On a case by case basis the City may elect to provide residential services within its extra territorial jurisdiction (ETJ); the charge for the service will be one and one quarter rate set for inside City services and will only provide for 95 or 300-gallon collection. For services outside the City's extra territorial jurisdiction the rate for such services will be double the rate set for inside City customers. Brush will not be included in these services.

## **SECTION 10. COMMERCIAL COLLECTION**

- (A) Container service shall require a one-month deposit before delivery; Brush Collection Services are not included with commercial services but are available through special pick up services for their removal.
- (B) Any establishment that uses a commercial-type container with enclosure or waste storage area shall keep same maintained in good order, repair and free of accumulated wastes.
- (C) It shall be considered an offense for any item to be placed in commercial containers that, because of size, weight, or any other physical property, could cause damage to the collection vehicle. These items include, but are not limited to, any one item over three feet in any dimension, any one item in excess of 50 pounds, any concrete, bricks, dirt, blocks, or other earthen material, boards (over three feet long), pallets, timbers, and the like. These items shall be placed in a roll-off container for disposal.
- (D) Tires will not be accepted. If tires are collected undetected, the customer will be charged \$\_\_ per tire.
- (E) Persons, businesses, or other entities placing such items in containers for collection will be required to remove these items before collection can take place.
- (F) The Director for just cause (health and or sanitation reasons, insufficient capacity, nuisance, littering) may increase the size of the residential or commercial-type container(s), quantity of containers and/or frequency of collection and apply appropriate monthly charges without customer approval.

## **SECTION 11. COMMERCIAL COLLECTION CHARGES**

- (A) Frequency of Collection: The collection and removal of garbage and trash from houses, buildings and premises used for commercial, institutional or industrial purposes shall be made as often as necessary in order to maintain such premises free of accumulations of garbage and

trash. In this regard, garbage collection shall be made not less than one (1) time each week.

1) Commercial Containers:


2) Roll-Off Containers

3) Special Pickup, Special Event and Special Service Rates:

Service	Rate

**SECTION 12. RESPONSIBILITY FOR PAYMENT AND SPECIAL COLLECTION CHARGES.**

(A) The charges/fees shall be levied and assessed against the certified owner on the City's Tax Rolls and/or the owner of the master or sprinkler water meter account. Any reference herein made to any person, building, structure, business or establishment of any kind shall be construed as being made to the owner.

(B) Since the proper and prompt removal of all refuse and other accumulations is essential to

the preservation of public health and safety, the charges/fees in this Chapter shall be levied against every person, owner or occupant, tenant or lessee; possessing, using or occupying any building, structure and/or premise and at a minimum a fee equal to the minimum container charge shall be levied against all active City water and/or sewer service accounts, and thus provide for a more even and equitable distribution of the cost of this service to the citizenship enjoying the benefits thereof.

(C) When a customer has an active water and/or sewer account with the City, said charges shall be due and payable simultaneously with charges for water and/or sewer service. There shall be no refunds made to customers for missed pickups or when no service is provided due to holidays or days on which there exists inclement weather, which prevents the collection and removal of garbage and trash. Additionally, there shall be no refunds made due to customer vacations or when the premises are vacated for whatever reason when the water account remains active.

(D) Billing and collection of the charges levied for these service(s) under this article shall be done by the City, and all such charges/fees shall be payable at that department. Billings shall be monthly, and billing will generally conform to billings now rendered for water and sanitary sewer service.

(E) Discontinuance of garbage and waste service for delinquency. In order to insure the prompt and continuous disposition of garbage and refuse which is necessary for public health and safety, any person who fails or refuses to pay fees within forty-five (45) days from the due date shall have his garbage service suspended, shall be guilty of a misdemeanor, and upon conviction shall be fined as set forth in this Ordinance. Where any building is served water through one meter, the owner of the water account shall be responsible for the payment of the garbage fee.

(F) Additional Charges:

In addition to the charges described in this section, there shall be additional charges for the following services:

1) Re-issuance of a container for nonpayment

- a. \$\_\_.00 for Residential Carts
- b. \$\_\_.00 for Commercial Containers

2) Extra or Additional Pick-ups:

- a. \$\_\_.00 for Residential Carts
- b. Commercial Containers will have a \$\_\_.00 minimum charge or \$\_\_\_ per cubic-yard whichever is greater

3) Equipping containers with casters

4) Servicing container(s) inside fence

5) Account customers that obstructed the serviceability of their containers or removed said container from its designated collection area or failed to set container(s) for collection at

the designated time or failed to open containment area gates and are therefore requesting services to be rendered or are requesting services to be rendered in a different collection area which will result in a return trip to said location:.

- a. \$\_\_.00 for Residential Customers
- b. \$\_\_.00 for Commercial Customers

- 6) Customers whose containers are damaged due to negligence and/or abuse will be assessed a replacement charge which shall be based upon the actual cost of the container or its repair.
- 7) Adding of locking mechanisms.

**SECTION 13. DISPOSAL OF ACCUMULATIONS OF WASTES FROM BUILDING OPERATIONS OR PROPERTY CLEAN-UP**

- (A) Heavy accumulations of material such as brick, broken concrete, lumber, ashes, cinders, dirt, plaster, sand or gravel, automobile frames, dead trees, large accumulations of brush or other bulky and heavy material resulting from construction, major cleanup or major remodeling and/or repair, or resulting from a general cleanup of vacant or improved property just prior to its occupancy, or in preparation for construction, will not be removed by the City. A person needing the removal of such debris/ materials shall have same removed at his expense or through contract with the City for disposal services. In the event any section of this article is not met, the person(s) will be guilty of a misdemeanor and punishable as stated in this Ordinance.
- (B) Discarded automobile bodies, frames, tires or other heavy bulky waste and all industrial wastes resulting from manufacturing operations must be disposed of by the owner or occupant of the building or premises where such industrial wastes originate and in such a manner and at such a time as shall be designated by the Department of Solid Waste Management.
- (C) Under this same section the Director for just cause (health reasons, insufficient or ineffective containment of trash, littering, nuisance, creation of unsightly and unsanitary conditions and/or creation of vector habitation) and after notice has been given may affix a commercial- type roll-off container, in sufficient quantity as needed or required and assign sufficient frequency of collection and apply appropriate monthly charges without customer approval.

**SECTION 14. HAZARDOUS AND SPECIAL WASTE**

No hazardous waste, radioactive waste, or Class I Industrial Solid Waste, as those terms are defined in SECTION 2. DEFENITIONS, shall be accepted for the disposal at the City's Landfill nor set out for its collection by the City and it shall be the duty of all generators of such waste to provide their own means for the removal and disposal of such wastes and at no time shall these wastes be commingled with solid waste.

**SECTION 15. UNCOVERED LOADS**

All vehicles used for collecting or transporting trash, garbage, yard waste, or refuse upon a public street in the City shall be kept tightly closed, and all covers thereon securely fastened while being used in transporting trash, garbage, yard waste, refuse, etc. and at all other times except when necessary to open the same to receive such trash, garbage, yard waste, or refuse.

## **SECTION 16. PENALTY CLAUSE**

- (A) The provisions of this chapter are intended to apply, not only to land inside the City but also to all City-owned land outside:
- 1) Whenever in this Ordinance, an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever the doing of any act is required or the failure to do any act is declared to be unlawful, and the provisions of this Ordinance govern public health and sanitation, including the dumping of refuse, the violation of any such provision of this Ordinance shall be punished by a fine not exceeding two thousand dollars (\$2,000.00), and the violation of any other provision of this Ordinance, shall be punished by a fine not exceeding five hundred dollars (\$500.00); provided, however, that no penalty shall be greater or less than a penalty provided for the same or a similar offense under the laws of the State; regardless of the designation of a fine as set out in this Ordinance. Each day any violation of this Ordinance shall constitute a separate offense.
  - 2) Whenever in this Ordinance of the City, an act is prohibited, or the doing of a specific act is required, and in the event of the committing of an act which is prohibited or the failure to correspond to an act which is required, such act or omission constitutes an offense and unlawful conduct and is hereby declared to be against the peace and dignity of the state and the City. All such violations of this Ordinance are punishable by a fine as provided for in this section and shall be under the jurisdiction of the Municipal Court in and for the City.
  - 3) The enforcement and penalty provisions are cumulative of all other rights, penal provisions, claims or actions that the City of Garrett may undertake to remedy any conditions related hereto, whether such rights, penal provisions, claims or actions arise under statutory law, federal law or the common law of the state.

**SECTION 17.** All provisions of the ordinances of the City of Garrett in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Garrett not in conflict with the provisions of this ordinance shall remain in full force and effect.

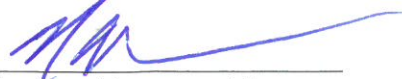
**SECTION 18.** Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances of the City of Garrett, Texas.

**SECTION 19.** This Ordinance shall be published and shall take effect immediately upon its passage and publication in accordance with the law.

**SECTION 20.** The Recitals set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

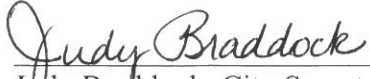
**DULY PASSED** by the City Council of the City of Garrett, Texas, on the \_\_ day of April 2018.

APPROVED:



Matthew Newsom, Mayor

ATTEST:



Judy Braddock, City Secretary