

ORDINANCE NO. 1180-07-18

**AN ORDINANCE OF THE CITY OF HONDO AMENDING CHAPTER 13, ARTICLE 13.06 SOLID WASTE OF CITY CODE OF ORDINANCES PROVIDING FOR DEFINITIONS AND ESTABLISHING REGULATIONS FOR BRUSH PREPARATION AND PLACEMENT FOR COLLECTION; PROVIDING PENALTIES, REPEALING ANY OTHER ORDINANCE IN CONFLICT; PROVIDING FOR PUBLICATION AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hondo, Texas is a Home-Rule municipality operating pursuant to its City Charter and the laws of the State of Texas; and

**WHEREAS**, except as specifically provided under Section 361 of the Texas Health and Safety Code, a local government may exercise its powers and duties of a local government on the disposal of solid waste; and

**WHEREAS**, the City Council finds and determines that in order to protect the health, safety and general welfare of the City of Hondo neighborhoods and its residents, the establishment definitions for solid waste and the regulations for the disposal of brush is necessary.

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

1. **Findings of Fact.** The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

2. **Amendment.**

**A. Definitions:** Section 13.06.001(a) is deleted in its entirety and replaced with the following:

(a) **Definitions.** For purposes of this article the following terms, phrases, words, abbreviations, and their derivations shall have the same meanings given herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include singular number, and words in the singular include the plural. The word "shall" is always mandatory and not merely permissive.

*City Manager* means the chief administrative officer of the city or his/her designated agent.

*Collection* means the act of removing solid waste, brush and bulky materials.

*Commercial container (dumpster) customer* shall mean a service provided to a commercial account by means of a metal receptacle designed to be lifted and emptied mechanically for use at commercial and industrial units.

*Commercial Customer* means and shall include the following: apartments and trailer courts (per unit), abstract offices, attorney's offices, automobile supply stores, banks, barber shops, beauty shops, clinics, cleaning shops, dry goods

stores, feed stores, florists, funeral homes, furniture stores, gift shops, governmental offices, hardware stores, hotels and motels, motor companies, drug stores, insurance offices, jewelry stores, liquor stores, lodges, lumber yards, nursing homes, optometrists, plumbing supply shops, real estate offices, self-service laundries, service stations, shoe repair shops, sporting goods stores, utility offices, variety stores, garages, drive-ins, grocery stores, printing shops, bowling alleys, meat markets, vegetable or fruit stands, cafes, locker plants, bakeries, parochial institutions and other commercial establishments not specifically named herein.

Brush means tree and shrub trimmings and prunings which have been pruned or fallen onto the premises to which brush pickup service by the city is to be provided.

Commercial hand-load customer shall mean a service provided similar to a residential customer using hand-loading equipment.

Contractor shall mean the party to which a franchise by this article is granted, and includes its lawful successors and assigns for the collection of residential waste, commercial waste, bulky materials and brush when applicable.

Disaster Event shall mean following:

- i. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, tornados, tidal waves, and floods);
- ii. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- iii. rebellion, revolution, insurrection, or military or usurped power, or civil war;
- iv. contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- v. riot, commotion, strikes, go slows, lock outs or disorder; or
- vi. acts or threats of terrorism

Franchise shall mean the authorization granted by this article to operate and maintain a solid waste collection system in the city.

Franchise fees (gross receipts tax) shall mean the amount contractor will pay to the city on a monthly basis for the privilege of using the streets and alleys of the city in connection with this franchise.

Garbage means municipal solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products.

*Municipal solid waste* means solid waste resulting from or incidental to municipal, community, commercial and recreational activities, including garbage, rubbish, ashes, street cleanings and dead animals.

*Person* shall mean any individual, firm, partnership, association, corporation, company or organization of any kind.

*Residential Customer* means a householder, owner or occupant or occupants of a residential unit or units (other than apartments and trailer courts) who receives solid waste collection service.

*Solid waste* means all putrescible and non-putrescible discarded or unwanted solid materials, including garbage, refuse and other discarded or recyclable material.

*Solid waste collection system* means the total resources employed in the process of collecting solid waste. It includes storage containers, collection crews, vehicles, equipment, management and operating procedures.

*Street* shall mean the surface of any public street, road, highway, freeway, lane, path, public way or place, sidewalk, alley, boulevard, parkway, drive or other easement now or hereafter held by the city and shall include other easements and rights-of-way as shall be now held or hereafter held by the city and its contractor to use thereof for the purposes of operating and maintaining a solid waste collection system.

**B. Brush Collection.** The following provisions are appended to Section 13.06.001:

(e) Brush preparation and placement for collection.

(1) City will provide brush collection to city residents upon submission of a valid work order request to the city. A valid work order request shall include the forms and any other information presently required by the city code, state and federal laws and other rules and regulations as may be required by the City Manager. Upon submission of a valid work order request, the city will schedule the brush for collection.

(2) A Residential Customer may submit one (1) brush collection work order request per calendar month at no charge from the city. Except as provided in paragraph 7, any additional brush collection work order requests will be subject to the fees included in the Comprehensive Fee Schedule in Appendix A of the City Code of Ordinances.

(3) All brush set out for collection shall be cut into lengths not to exceed four feet long and shall not exceed nine inches in diameter. Brush shall be placed neatly outside any perimeter fencing and adjacent to the street and behind the curb or in an alley, that serves the property, for the collector. Brush may not be placed out for collection for more than one (1) business day prior to submitting a valid work order request to city.

(4) At no time shall brush be placed directly underneath power lines, against fences, on water meters, manholes, storm drains, mail boxes, near vehicles or in any location that may cause damage to private property or public infrastructure.

(5) Except as provided in paragraph 7, brush collected under this section shall not exceed eight cubic yards of volume on any one scheduled collection day. Brush in excess of eight cubic yards will be subject to the fees included in the Comprehensive Fee Schedule in Appendix A of the City Code of Ordinances.

(6) A contractor hired for tree trimming, tree pruning and/or lawn work for a residential customer or commercial customer must remove all brush generated by the contractor within forty-eight (48) hours of completion of its work.

(7) In the event of a Disaster Event, the City Manager will issue instructions to local residents regarding the accumulation and collection of disaster-related brush collection. Brush pickup after a Disaster Event may generate unusually large amounts of brush. Collection of such brush will be collected in accordance with the terms and conditions of the city's agreement with its solid waste contractors.

(8) Nothing in this article shall authorize any person to place brush in an alley or street so as to obstruct or hamper vehicular or pedestrian traffic or block public access.

(9) Any violations in this article will be the sole responsibility of the owner, occupant, tenant or lessee of the premises to remediate at their own cost.

**C. Penalty Provision.** The following provision is appended to Section 13.06.001

(f) Penalty.

(1) Any person, firm, corporation or any other entity violating any provision of this article shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding \$500.00. Each day, or any part thereof, during which a violation under this article occurs shall constitute a separate offense. The penal provisions imposed under this division shall not preclude the city from filing suit to enjoin the violation. The city retains all legal rights and remedies available to it pursuant to local, state and federal law.

(2) A Disaster Event is an affirmative defense to violation of the provisions of this article, including the placement brush in excess of one (1) business day prior to filing a work order request and other provisions (e.g., cutting into lengths, volume limits, etc.).

**3. Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

4. **Publication.** The City Secretary shall publish caption of this ordinance in local newspaper upon its passage.
5. **Repealing Ordinances in Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.
6. **Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**PASSED AND APPROVED** by the City Council of the City of Hondo on this 23rd day of July, 2018.



James W. Danner, Sr.  
Mayor

ATTEST:



Miguel Cantu  
City Secretary

