

ORDINANCE NO. 977

AN ORDINANCE CONCERNING COLLECTION, REMOVAL, AND DISPOSAL OF BULKY WASTE, CONSTRUCTION DEBRIS, GARBAGE, HAZARDOUS WASTE, REFUSE, RUBBISH, AND STABLE MATTER; SETTING REGULATIONS REGARDING RECEPTACLES FOR CONSTRUCTION DEBRIS, GARBAGE, REFUSE, RUBBISH AND STABLE MATTER; ESTABLISHING THE SERVICE OF COLLECTION, REMOVAL, AND DISPOSAL OF BULKY WASTE, CONSTRUCTION DEBRIS, GARBAGE, HAZARDOUS WASTE, REFUSE, RUBBISH, AND STABLE MATTER; SETTING FEES FOR SAID SERVICE; PROVIDING FOR THE BILLING AND COLLECTION OF SAID SERVICE FEES; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE; PROVIDING A SAVING CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; REPEALING ALL PRIOR ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND DECLARING AN EMERGENCY.

WHEREAS, the Board of Commissioners of the City of Raymondville finds that the efficient and standardized collection, removal, and disposal of Bulky Waste, Construction Debris, Garbage Hazardous Waste, Refuse, Rubbish, and Stable Matter within the City of Raymondville is beneficial and desirable for the health, safety, and welfare of the public;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Raymondville, Texas:

Section 1. Definitions.

- 1.01 The following terms as herein defined shall control in the construction and enforcement of this Ordinance:
- (a) The term "Automated Carts" Shall mean 96 gallon wheeled carts for use with an automated cart system.
 - (b) The term "Bags" shall mean plastic sacks designed to store Refuse with Sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed 35lbs.
 - (c) The term "Bin" shall mean a metal receptacle designed to be lidded and emptied mechanically for use only at Commercial and Industrial Units.
 - (d) The term "Bulky Waste" shall mean stoves, refrigerators, water tanks, washing machines furniture and other material other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins, or Automated Carts, as the case may be.
 - (e) The term "Bundle" shall mean tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding three feet in length or 35lbs. in weight.
 - (f) The term "City" shall mean the City of Raymondville, Texas.
 - (g) The term "Commercial and Industrial Refuse" shall mean all Bulky Waste, Construction Debris Garbage, Rubbish, and Stable Matter generated by a Producer at a Commercial and Industrial Unit.
 - (h) The term "Commercial and Industrial Unit" shall mean all premises, locations and entities, public or private, requiring Refuse collection within the corporate limits of the City not Residential Unit or Small Commercial Unit.
 - (i) The term "Construction Debris" shall mean waste building materials resulting from construction, remodeling, repair or demolition operations.
 - (j) The term "Contractor" shall mean the person, corporation or partnership performing Refuse collection and disposal under contract with the City.
 - (k) The term "Dead Animals" shall mean the animals or portions thereof equal to or greater than 10lbs. inweight that have expired from any cause, except those slaughtered or killed for human use.
 - (l) The term "Disposal Site" shall mean a Refuse depository, physically located in the City or in close proximity thereto, including, but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and airing such licenses, permits or approvals to receive for processing of final disposal of Refuse and Dead Animals.
 - (m) The term "Garbage" shall mean any and all Dead Animals of less than 10lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in handling, packing, canning, storage, transportation, decay or decomposition, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation used tin cans and other food containers' and all putrescible or easily decomposable waste, animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
 - (n) The term "hazardous Waste" shall mean waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste in any amount, which is regulated under Federal or State law. For purposes of this Ordinance, the term Hazardous Waste shall also include motor oil gasoline, paint and paint cans.
 - (o) The term "Producer" shall mean an occupant of a Commercial and Industrial Unit. All Commercial Unit or a Residential Unit who generates Refuse.
 - (p) The term "Refuse" shall mean Residential Refuse, Commercial and Industrial Refuse, Bulky Waste, Construction Debris, and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Units.
 - (q) The term "Residential Refuse" shall mean all Garbage and Rubbish generated by a Producer at a Residential Unit.

r) The term "Residential Unit" shall mean a dwelling within the corporate limits of a City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

(s) The term "Rubbish" shall mean all waste wood, wood products, tree trimmings, grass clippings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasterboard, grass, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes, boots, combustible waste pulp and other products such as are used for packaging or wrapping, crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste material not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

(t) The term "Small Commercial Unit" shall mean a Commercial or Industrial Unit for which an Automated Cart is sufficient for the Commercial and Industrial Refuse generated by such Small Commercial Unit on a weekly basis.

(u) The term "Stable Matter" shall mean all manure and other waste matter normally accumulated in or about a stable or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

SECTION 2. Receptacles.

2.01 Residential and Small Commercial Units. The Contractor shall provide all Residential and Small Commercial Units with an Automated Cart. All Residential Refuse generated by a Residential Unit and all Commercial and Industrial Refuse generated by a Small Commercial Unit must be placed in the Automated Cart for collection by the Contractor. If the Automated Cart is not sufficient for the Refuse generated in a given week, the Producer may place the additional Refuse in Bags or Bundles and place said Bags and Bundles next to the Automated Cart on the designated collection day.

2.02 Commercial and Industrial Units. The Contractor shall provide all Commercial and Industrial Units with Bins of 2, 3, or 4 cubic yards according to individual agreement. All Commercial and Industrial Refuse generated by a Commercial or Industrial Unit must be placed in the Bin for Collection by the Contractor. The only exception to this requirement shall be for the Raymondville Independent School District (RISD), but only for so long as the RISD collects, removes and disposes of its Refuse at a certified Disposal Site Through the use of equipment owned by the RISD and operated by employees of the RISD.

2.03 Certain Matter Not to Be Placed in Automated Carts or Bags Hazardous Waste, Construction Debris Dead Animals or Stable Matter shall not be placed in Automated Carts or Bags.

2.04 Unauthorized Use of Automated Carts and Bins; Duty of Owner or Occupant to Remove Refuse from Adjacent Right-of-Way. It shall be unlawful for any person to place, or permit another to place, any Refuse in any Automated Cart or Bin unless the Refuse is from the premises at which the Automated Cart or Bin is located.

The owner or occupant of any Residential, Small Commercial, Commercial or Industrial Unit shall cause to be removed all Refuse which is located, owned, or deposited on the property or the adjacent public right-of-way shall be prima facie evidence that such owner or occupant failed to remove, as provided by this Ordinance, at his own expense, the Refuse so located thereon. Removal within three (3) days notice by the city is required.

2.05 Supervision of Automated Carts and Bins, Notice to Contractor of Failure to Empty Automated Carts and Bins. Each owner, manager, occupant, tenant or lessee of a Residential, Small Commercial, Commercial or Industrial Unit shall maintain supervision and surveillance over the Automated Carts or Bins serving such premises, and if for a period of at least seven (7) days, they shall notify the Contractor.

SECTION 3. COLLECTION

3.01 Establishment of Services. The City shall establish collection services by contracting with Contractor for the collection, removal, and disposal of, all Commercial and Industrial Refuse and Residential Refuse and generated by Residential, Small Commercial and Commercial and Industrial Units. The Contractor shall also pick up Bulky Waste and Bundles from Residential Units on the regular collection day. (Refrigerators must have freon recycled by a certified technician.)

3.02 Removal of Refuse. It shall be the duty of every owner of a Residential, Small Commercial, Commercial or Industrial Unit to have the Refuse removed from the premises by the Contractor at least once a week. The only exception to this requirement shall be for the Raymondville Independent School District (RISD), but only for so long as the RISD collects, removes, and disposes of its Refuse at a certified Disposal Site through the use of equipment owned by RISD and operated by employees of the RISD.

Removal of Bulky Waste, Construction Debris, Hazardous Waste, and Stable Matter. Contractor shall provide for the special collection from Residential Units of Construction Debris and Stable Matter. Also, the Contractor may from time to time provide for the special collection of Dead Animals and Hazardous Waste at Commercial and Industrial Units, Small Commercial and Residential Units at its sole discretion and upon such terms and conditions as Contractor shall specify.

02 Effective Date. This Ordinance shall become effective from and after its option and subsequent publication.

03 Repeal of prior Ordinances. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

04 Emergency. The Board of Commissioners finds and determines that for the purpose of achieving the purposes stated in the preamble, it is necessary to place this ordinance in effect immediately and thus constitutes an emergency justifying the waiving of the requirement for reading the Ordinance on three (3) occasions.

PASSED AND APPROVED this 26th day of October, 1993.

City of Raymondville, Texas

/s/ C.M. Crowell

C.M. Crowell, Mayor

City of Raymondville

WITNESSETH:

/s/ Jose L. Lopez

Jose L. Lopez, City Secretary

DOG ORDINANCE NUMBER 978

AN ORDINANCE KNOWN AS THE DOG ORDINANCE REGULATING THE KEEPING OF DOGS IN THE CITY OF RAYMONDVILLE, TEXAS; PROVIDING CERTAIN DEFINITIONS; PROVIDING FOR THE LICENSING AND REGISTRATION OF DOGS AND ESTABLISHING A LICENSE TAX; PROVIDING FOR DOG TAGS AND COLLARS PROHIBITING THE RUNNING AT LARGE OF DOGS AND PROVIDING EXCEPTIONS; PROVIDING FOR PUBLIC NUISANCE; PROVIDING FOR THE POSITION OF ANIMAL CONTROL OFFICER; PROVIDING FOR PUBLIC HEALTH AUTHORITY; PROVIDING FOR QUARANTINE OF BITING ANIMALS; ESTABLISHING LOCAL OR DISPOSITION OF QUARANTINED ANIMALS AND IMPOUNDING FEES; ESTABLISHING THE RELEASE DESTRUCTION PROCEDURES; THE RESPONSIBILITIES OF OWNERS FOR DISPOSAL OF DEAD ANIMALS AND DISEASED ANIMALS; PROVIDING FOR NOTICE AND HEARING ON IMPOUNDMENT AND IMPOUNDING CHARGES; PROVIDING FOR REGULATION OF DANGEROUS DOGS; PROVIDING FOR PROCEDURE DESIGNATING A DOG AS BEING DANGEROUS; PROVIDING FOR NOTICE OF A DANGEROUS DOG DECLARATION AND A HEARING THEREON; PROVIDING FOR MUZZLING BY PROCLAMATION OF THE MAYOR IN CERTAIN INSTANCES; PROVIDING FOR NOTICE OF RABIES; PROVIDING FOR VACCINATION OF DOGS; PROVIDING FOR RECORDS, DELIVERY OF DOGS AND INSPECTION PROVIDING FOR UNCONSTITUTIONALITY; PROVIDING A FINE IN ANY SUM NOT TO EXCEED 500 HUNDRED DOLLARS FOR VIOLATION OF THIS ORDINANCE; REPEALING ORDINANCE NUMBER 968 AND ANY OTHER ORDINANCE. TO THE EXTENT THEY MAY BE INCONSISTENT WITH THIS ORDINANCE; PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY AND RELATING TO THE SUBJECT MATTER THEREOF.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF RAYMONDVILLE, TEXAS:

SECTION 1. Definition of terms. As used in this ordinance, unless the context otherwise indicates:

A. "Animal Control Authority" means a municipal or county Animal Control Officer with authority over the area where the dog is kept or a County Sheriff in an area with no animal control office.

B. "Local Health Authority"

a. The commissioners court of each county and the governing body of each municipality shall designate an officer to act as the local health authority for the purposes of this chapter.

b. Except as restricted by board rule, the officer designated as local health authority may be the county health officer, municipal health officer, animal control officer, peace officer, or any entity that the Commissioners Court or governing body considers appropriate.

c. Among other duties, the local health authority shall enforce:
 (1) this chapter and the board rules that compromise the minimum standards for rabies control;

(2) the ordinances or rules of the municipality or county that the local health authority serves; and

(3) the rules adopted by the board under the area rabies quarantine provisions of these ordinances.

C. "Dog" shall be intended to mean both male and female members of the canine family;
 D. "Rabies" means an acute viral disease of a man and animal affecting the central nervous system and usually transmitted by an animal bite.

E. "Quarantine" means strict confinement of an animal specified in an order of the board or designee.

F. "Owner" shall be intended to mean any person or persons, firm, association or corporation owning, keeping, or harboring, or having custody or control of a dog.

G. "Run at Large" shall be intended to mean to be free of restraint off the premises of the owner, and not under the control of the owner or a member of his immediate family, either by leash, cord, chain or similar device.

"Dangerous Dog" shall mean and include a dog that:

(a) makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on, own; or

ORDINANCE NO. 1123

**AN ORDINANCE OF THE CITY OF RAYMONDVILLE, TEXAS,
AMENDING SECTION 3, PARAGRAPH 3.05 OF ORDINANCE NO. 977
TO PROHIBIT PERSONS FROM PLACING AUTOMATED CARTS,
BAGS, AND BUNDLES OR BULKY WASTE CURBSIDE IN FRONT OF
PROPERTY NOT OWNED OR CONTROLLED BY SAID PERSON.**

WHEREAS, the Board of Commissioners of the City of Raymondville has determined that a problem exists within the City of Raymondville with persons placing Automated Carts, Bags, and Bundles or Bulky Waste curbside for collection in front of property not owned or controlled by those persons; and,

WHEREAS, the Board of Commissions have determined that Paragraph 3.05 of Section 3 of Ordinance No. 977, titled "Placement for Collection" should be amended to prohibit the placing of Automated Carts, Bags, and Bundles or Bulky Waste curbside, as that term is defined in Paragraph 3.05, in front of property not owned or controlled by the person so placing the Automated Carts, Bags, Bundles or Bulky Waste.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF
COMMISSIONERS OF THE CITY OF RAYMONDVILLE, TEXAS: THAT,**

Paragraph 3.05, entitled "Placement for Collection" of Section 3 of Ordinance 977, be and the same is hereby amended to read as follows:

3.05 Placement for Collection. (a) Each Automated Cart, Bag and Bundle and all Bulky Waste shall be placed at curbside for collection in front of the property owned or controlled by the person placing the Automated Cart, Bag, or Bundle or Bulky Waste. **NO PERSON MAY PLACE AUTOMATED CARTS, BAGS, AND BUNDLES OR BULKY WASTE CURBSIDE IN FRONT OF PROPERTY NOT OWNED OR CONTROLLED BY SAID PERSON.** Curbside refers to that portion of City right-of-way adjacent to paved or graveled City roadway. Automated Carts, Bags, and Bundles and all Bulky Waste shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Automated Carts, Bags, and Bundles and all Bulky Waste shall be placed as close as practicable to an access point for the collection vehicle. The Contractor may decline to collect any Automated Cart, Bag, or Bundle or Bulky Waste not so placed or any Residential Refuse or Commercial and Industrial Refuse generated by a Small Commercial Unit not in an automated Cart, Bag, or Bundle. After the Refuse has been collected from the Automated Cart, the Automated Cart must be removed at least five (5) feet from curbside.

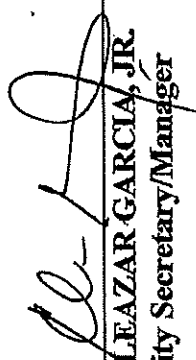
(b) Each Bin shall be placed in an accessible, outside location on a hard surface according to individual agreement. **CONTRACTOR MAY DECLINE TO COLLECT COMMERCIAL AND INDUSTRIAL REFUSE NOT SO PLACED.**

PASSED, APPROVED AND ADOPTED ON ONE READING, THIS 12th
DAY OF FEBRUARY, 2008.

CITY OF RAYMONDVILLE, TEXAS


ORLANDO CORREA, Mayor

ATTEST:


ELEAZAR GARCIA, JR.
City Secretary/Manager