AN ORDINANCE of the City of Kent, Washington, relating to public health and sanitation; repealing and reenacting Chapter 7.08 of the Kent City Code providing for the maintenance and operation of a system of garbage collection and disposal; setting rates; providing for inspection by the Kent Fire Department; providing penalties for violation of the City Code; repealing Ordinance No. 2339.

WHEREAS, Ordinance No. 1933, relating to garbage, codified as Chapter 7.08 of the Kent City Code (KCC), was most recently repealed by Ordinance No. 2339; and

WHEREAS, it is necessary and desirable that Kent City Code provisions relating to the maintenance and operation of a system of garbage collection and disposal be updated and revised;

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF KENT, WASHINGTON, DO HEREBY ORDAIN AS FOLLOWS:

Section 1. Chapter 7.08 of the Kent City Code, Ordinance No. 1933, is repealed.

Section 2. A new Chapter 7.08 is added to the Kent City Code, as follows:

"Chapter 7.08 GARBAGE.

"7.08.010. Definitions.

As used in this chapter, the following definitions apply:

A. 'Contract' means the agreement which is in effect at the time between the City of Kent (City) and a private contractor for the collection and disposal of garbage, refuse, and other waste.

B. 'Detachable container' means any garbage container compatible with the contractor's equipment that is not a garbage can, garbage unit, or mobile toter.

C. 'Garbage' means all accumulations of refuse, swill, and other waste matter discarded as of no further value to the owner.

(1) 'Refuse' means waste matter discarded as of no further value, including ashes, cinders, clinkers, lawn cuttings, grass and leaves, broken up household furnishings and equipment, discarded hot water tanks, bottles, barrels, cartons, shrubs, small trees, small tree limbs,
paper and scraps of wooden crates and boxes; but shall exclude large trees, earth, sand, gravel, rock, broken concrete, plaster, brick and other building materials, automobile bodies, large auto parts, building waste, fire refuse and waste.

(2) 'Swill' means all accumulations of animal, fruit, or vegetable matter, liquid or otherwise, that attends the preparation, use, dealing in or storing of meat, fish, fowl, fruit, and vegetables.

(3) The term 'garbage' excludes manure, sewage, dead animals over fifteen (15) pounds, and cleanings from public and private catch basins, wash racks or sumps. Disposal of matter excluded from the term 'garbage' shall be as otherwise provided by law.

D. 'Garbage can' means a water tight, galvanized, sheet metal, raised-bottom container or suitable plastic container not exceeding four (4) cubic feet or thirty-two (32) gallons in capacity, weighing not over twenty-two (22) pounds when empty, fitted with two (2) sturdy handles, one on each side, and a tight cover equipped with a handle.

E. 'Garbage units' mean secure and tight bundles, none of which shall exceed three (3) feet in the longest dimension and shall not exceed seventy-five (75) pounds in weight. Garbage units may also mean small discarded boxes, barrels or bags, or in securely tight cartons or other receptacles able to be reasonably handled and loaded by one person onto a collection vehicle.

F. 'Mobile toter' means a movable container which holds 85 gallons or 180 pounds of refuse, with a hinged-lid with tight latch, thick-skinned one-piece balanced weight body which sets on 12 inch self-lubricating wheels with semipneumatic tires, which will be picked-up at curbside with hydraulic dumpster.

G. 'Person' shall mean every person, firm, partnership, association, institution, or corporation in the City of Kent accumulating garbage requiring disposal. The term shall also mean the occupant and/or the owner of any premises for which service herein mentioned is rendered.

*7.08.020. Garbage collection by contract.*

A. Garbage collections shall be made by the City of Kent or by a private contractor, pursuant to the awarding of a contract
by the City Council.

B. It shall be unlawful for any person, other than those duly authorized by the City Council, to haul garbage through the streets of the City or to dump garbage; PROVIDED, that those commercial and industrial business establishments having permits to haul their own garbage and refuse may continue to haul such garbage as long as they have a current permit. Renewal permits shall be issued by the City Clerk at a cost of Ten (10) dollars. Renewal permits shall be valid for one (1) year and shall be subject to review by the Director of Finance prior to renewal. Any permit holder, as provided for in this subsection, shall haul his garbage at least once each week for public health reasons.

C. This section does not apply to the occasional hauling by residential customers of refuse to an approved site; PROVIDED, the minimum level of garbage service is paid for by the residential customer.

"7.08.040. Garbage accumulation.

A. All persons accumulating garbage in the City of Kent shall place and accumulate same in garbage cans, or garbage units, mobile toters, or detachable containers as required by this Chapter.

B. It shall be unlawful to deposit, throw, or place any garbage in any land, alley, street or other public place, or to deposit, throw or place any garbage on any private property regardless of ownership, unless the garbage is placed in garbage cans, containers, or toters, the covers of which shall not be removed except when necessary for the depositing or removing of garbage; PROVIDED, that boxes, small barrels, cartons, shrubs, small trees, small tree limbs, scraps of wooden crates and boxes, broken up household furniture and equipment, paper, hollow ware and rubbish in general, may be broken up or cut up and placed in garbage units, as defined in KCC 7.08.010 E.

C. Any garbage can when filled shall not weigh more than seventy-five (75) pounds and shall be so packed that the contents thereof will dump out readily when the can is inverted. All garbage cans and garbage units shall be placed in convenient, accessible locations upon the ground level or ground floor and as near as practicable to the approximate rear of the building or near the alley, street or road at which collection trucks are to be loaded; all walks, paths, driveways to the place of loading shall have a overhead clearance of not less than eight (8) feet.
D. Any mobile toter when filled, shall not weigh more than 180 pounds and shall be so packed that the contents thereof will dump out readily. All mobile toters shall be placed at curbside or alley before 7 a.m. and removed from curb or alley as soon as possible after collection, but no later than 7 p.m.

E. Any person accumulating garbage in the downtown or suburban business areas whose location requires the placing of cans, containers, or units on a sidewalk or alley for collection shall not place same on sidewalk or alley until the close of each business day, and shall remove cans from sidewalk or alley immediately after the opening for business each morning.

F. No hot ashes or other hot material, dirt, sand, rocks, gasoline, solvents, oil, paint or other dangerous material shall be placed in any garbage can, garbage unit, detachable container, or mobile toter for collection or removal. All kitchen, table and cooking waste before being deposited in garbage cans, garbage units, detachable container, or mobile toters shall be drained and wrapped in paper or other material in such a manner as to prevent as nearly as possible moisture from such garbage from coming in contact with sides or bottoms of the containers.

G. When use of garbage cans is allowed or required, sufficient garbage cans must be provided for the collection of all garbage as defined in this Ordinance. Worn out and improper cans will be discarded and the decision of the Director of Finance or his delegate, shall be final in any dispute regarding the type, number, and condition of garbage can or cans.

H. Residential units shall use mobile toters unless otherwise agreed upon by the City and the contractor. Mobile toters shall be provided by the contractor. All mobile toters shall remain the property of contractor and are provided and assigned to residences for the health, safety, convenience, and general welfare of the occupants. Containers which are damaged, destroyed, or stolen through abuse, neglect or improper use of the occupant-users shall be replaced, at the discretion of the manager of the contractor, by the contractor at the expense of the occupants or the owner of the residence. Containers which are damaged in the course of normal and reasonable usage or which are damaged, destroyed, or stolen through no abuse, neglect, or improper use of the occupant-users or residence owner shall be repaired or replaced by the contractor at no charge to the occupant-users or residence owners. The containers shall not be
damaged, destroyed, or removed from the premises by any person; markings and identification devices on the containers, except as placed or specifically permitted by the contractor and the City, are expressly prohibited and shall be regarded as damage to the containers.

I. It shall be unlawful, except as authorized by the owner or the City to deposit any garbage or other material in any garbage can, garbage unit, detachable container, or mobile toter, or to remove the covers therefrom; said covers shall be securely placed on each can, toter, or unit at all times, except when it is necessary to remove same for deposit or at times of collection.

*7.08.060. Hours of Collection. All garbage will be collected within the boundaries of the City of Kent as follows:
A. Residential pick-ups shall be made one (1) day per week, Monday through Friday from 7:00 a.m. to 4:00 p.m. unless otherwise approved by the City in writing. Residential collection shall be at curbside unless otherwise agreed upon.
B. Commercial pick-ups may begin at 4:00 a.m., five (5) days per week, and may be made as often as required.

*7.08.080. Vacant Premises. Whenever any person shall determine to leave premises vacant for a period of more than one (1) month and thus shall not need garbage collection service during said period, the person may cancel garbage collection and service fees therefor for said vacated premises by giving written notice of said vacancy to the Kent Finance Department and in the written notice the person shall state the period of said vacancy and the street address of the premises, PROVIDED, that upon receipt of said written notice said service will be discontinued on the first calendar day of the next succeeding month for not less than thirty (30) days.

*7.08.100. Rate Process.
A. The rates for the collection and removal of garbage from residences, business firms and commercial enterprises, to be paid to and collected by the City, shall be established in the contract and adopted by Ordinance.
B. The rates for the rental of detachable containers from the contractor, to be paid to and collected by the City, shall be established in the contract.
C. A person may furnish his own detachable container or mobile toter if the container or toter is compatible with the contractor's equipment for collection; PROVIDED, that a person
furnishing his own mobile toter will be charged the residential rate.

"7.08.120. Special Rates. The City of Kent reserves the right to fix special rates and prescribe special regulations for the collection of garbage and waste from the construction or repair of buildings, waste products from manufacturing plants, refuse of peculiar quality, or garbage which may be thoroughly offensive or dangerous to haul through the streets or alleys of the City of Kent.

"7.08.140. Location of Containers - Inspection. The location of detachable containers, garbage cans or units, or mobile toters in conjunction with commercial, industrial or multi-family dwellings shall be subject to inspection by the Kent Fire Department and located in such areas as to reduce or remove any fire hazard.

B. The location of the mobile toters in conjunction with the residential pick-ups shall be at curbside. Persons with physical constraints, unable to bring their refuse or garbage to the curb-side for collection, may be granted an exemption from doing so by the City and the contractor shall be so notified.

"7.08.160. Rates for Collection and Disposal of Garbage.

A. Collection of garbage and refuse from residential dwellings shall be made once a week.

(1) For mobile toters placed at curb, the rates shall be:

<table>
<thead>
<tr>
<th>Each</th>
<th>Total Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4.55</td>
<td></td>
</tr>
</tbody>
</table>

B. Garbage Units.

<table>
<thead>
<tr>
<th>Each</th>
<th>Total Per Pick Up</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.90</td>
<td></td>
</tr>
</tbody>
</table>

C. (1) The rate for senior citizens who qualify under criteria established by the City Council shall be 50% of the Residential Rates.

(2) Citizens of Kent who, because of physical constraints, cannot bring their refuse or garbage to the curb for collection, shall be granted an exemption from doing so by the City and the Contractor shall be notified.
(3) The above categories shall be mutually agreed upon between the City and the contractor.

D. The collection of garbage and refuse from business firms, commercial enterprises, including trailer courts and industrial firms who elect to use garbage cans, shall be charged as follows:

<table>
<thead>
<tr>
<th>Per Can Per Pick Up</th>
<th>Total Per Pick Up</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1.15</td>
<td></td>
</tr>
</tbody>
</table>

The minimum monthly charge for the above class of users shall be:

| Per Month: | $4.90 |

E. (1) The rate for hauling detachable rear load containers for use by commercial, industrial and multiple dwelling establishments shall be as follows:

- pick up - once a week minimum
  - 1 yard container: $6.50
  - 1-1/2 yd container: $9.00
  - 2 yard container: $11.50
  - 4 yard container: $19.00
  - 6 yard container: $28.50

- (2) Drop Box Service rates shall be:
  - pick up twice monthly minimum
    - 10-20 yard Drop Box: $48.50 Per Pick Up + actual dump fees
  - pick up once a week minimum
    - 30 yard Drop Box: $51.00 Per Pick Up + actual dump fees
    - 40 yard Drop Box: $57.00 Per Pick Up + actual dump fees

Compactors - 7 -
10-29 cubic yards $57.00  Per Pick Up
+ actual dump fees

30-40 cubic yards $62.50  Per Pick Up
+ actual dump fees

F. The maximum load per Compactor or Drop Box is 6 tons
with charge of $40.00 for each ton or portion thereof in excess of
the 6 ton limit.

G. The rental rate to be paid to Contractor for
furnishing detachable rear load containers and Drop Boxes shall be
as follows:

1 yard container $4.50 per month
1-1/2 yd container 5.50 per month
2 yard container 7.00 per month
4 yard container 9.50 per month
6 yard container 11.50 per month
10 yard container 35.00 per month
20 yard container 44.00 per month
30 yard container 48.00 per month
40 yard container 57.00 per month

The customer may furnish his own detachable
container providing said container is compatible with the
Contractor's equipment for collection.

H. The rate for digging out a Compactor or Drop Box
shall be:

Per Occurrence $40.00

I. Delivery Charge:

1-6 cubic yard container $11.50
Drop Box $28.50

"7.08.180. Penalties. The violation of, or failure to
comply with any of the provisions of this Chapter shall be
punishable by a fine of not more than five hundred dollars ($500)
or by imprisonment in the City jail for a period not to exceed thirty (30) days, or by both such fine and imprisonment."

Section 3. Ordinance 2339 of the City of Kent is hereby repealed.

Section 4. This ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication as provided by law.

ATTEST:

PASSED the ______ day of ______, 1982.

APPROVED the ______ day of ______, 1982.

PUBLISHED the ______ day of ______, 1982.

I hereby certify that this is a true copy of Ordinance No. ______, passed by the City Council of the City of Kent, Washington, and approved by the Mayor of the City of Kent as hereon indicated.

(SIGNATURE)

MARIE JENSEN, CITY CLERK

(SEAL)