

Repealed by 2168

ORDINANCE

No. 500

AN ORDINANCE RELATING TO THE PUBLIC HEALTH AND SANITATION OF THE CITY OF KIRKLAND, WASHINGTON, PROVIDING FOR THE REGULATING AND COLLECTION AND DISPOSAL OF GARBAGE, REFUSE, SWILL, DEAD ANIMALS OF THE CITY OF KIRKLAND, PROVIDING FOR THE LETTING OF A CONTRACT FOR THE COLLECTION AND DISPOSAL OF THE SAME, DESCRIBING CERTAIN OFFENSES IN RELATION THERETO, AND PRESCRIBING PENALTIES AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.

THE CITY COUNCIL OF THE CITY OF KIRKLAND DO ORDAIN AS FOLLOWS:

SECTION 1. The term "garbage and refuse" as used in this ordinance shall be taken to mean all waste and discarded material from the dwellings, flats, rooming houses, apartment houses, hotels, clubs, restaurants, boarding houses, eating places, shops, and all places of business, including rubbish and debris, waste and discarded feed, animal and vegetable matter, brush, grass, weeds, waste paper, cans, glass, boxes and cuttings from trees, lawns and gardens. "Waste" shall not include materials subject to manufacture into by-products. The term "swill" shall mean and include every refuse and accumulation of animal, fruit or vegetable matter, liquid or otherwise, that attends the preparation, use, cooking, dealing in or storing meat, fish, fowl, fruit, vegetables, except coffee grounds. Where a swill container is maintained for the purpose of selling the swill to users thereof, it shall be unlawful to place in any vessel, or tank devoted to, or used for the collection of such swill, any coffee grounds, ashes, tin cans, rubbish, soap, lye, glass, soil or other substance, except swill.

SECTION 2. It shall be the duty of every person in possession, charge or control of any dwelling, flat, rooming house, apartment house, hospital, school, hotel, club, restaurant, boarding house or eating place, or in possession, charge or control of any shop, place of business or manufacturing establishment where garbage and refuse or swill is created or accumulated, at all times to keep or cause to be kept portable metal cans for the deposit therein of garbage and refuse or swill, and to deposit or cause to be deposited same therein.

It shall be the duty of the owner of any dwelling flat or apartment house to furnish or to see that his tenants are supplied with such cans, or in case of apartment houses, with adequate means of disposing of garbage and refuse and swill.

Such cans shall be water tight, of not less than twenty gallons, nor more than thirty gallons capacity, and not more than 100 lbs. in weight, shall have handles at the side thereof and tight-fitting metal lids. Such lids shall not be removed except when necessary to place garbage and refuse or swill in such cans or to take the same therefrom. When garbage and swill or refuse is placed therein or taken therefrom such lids shall be replaced by the person placing the same therein or taking the same therefrom. Such cans shall be kept clean and sanitary with the outside free from accumulating grease and decomposing material, and in a place as convenient as possible to the collector, with due regard to the appearance and use of the premises by owner.

It shall be the duty of every person in possession, charge or control of any dead animal or upon whose premises the same may be located to forthwith cause the same to be moved and disposed thereof by the garbage and refuse collector.

SECTION 3. It shall be unlawful for any person to dump or deposit any garbage and refuse or swill upon any street or alley or private property in the City of Kirkland, or to collect or remove or deposit the same except as in this ordinance provided. Boxes, barrels of all kinds, shrubs, small trees, boards or lumber and all hollow material or ware, or rubbish in general, shall be broken and cut up in such a way as to be conveniently handled and loaded, and so as to take up as little cubic space in the collection vehicle as possible.

All kitchen refuse must be drained of moisture and completely wrapped in paper before being placed in the garbage or rubbish can.

SECTION 4. The garbage system and all matters relating to the collection and disposal of garbage and rubbish shall be under the control of the health officer, who shall have power to establish rules and regulations governing the keeping and collecting, and disposal of garbage and rubbish, not inconsistent with the provisions of this ordinance. The health officer shall be the judge of the sufficiency and sanitation of all garbage and rubbish containers and carriers.

SECTION 5. No garbage nor any putrid or offensive animal or vegetable matter shall be allowed to remain on the premises of any person for more than one week, nor be deposited upon any vacant lot or private property except as herein provided.

SECTION 6. All dirt, rubbish, soot, ashes, cinders or filth of any kind in any house, cellar, yard or other place, which the Fire Chief or Health Officer shall deem necessary to be removed for the sanitation or fire protection of the City, shall be carried away therefrom and disposed of by the public garbage collector at the expense of the owner or occupant of such house or other place where the same may be found.

SECTION 7. The City hereby gives and grants to Paul Razzore, doing business as the North End Disposal Company, herein referred to as the garbage collector, the right for a period of ~~one~~ year from the date this ordinance shall take effect, of collecting, gathering and hauling over the streets of the City of Kirkland, all garbage, ashes or rubbish accumulating therein, upon the terms and conditions hereinafter set forth.

SECTION 8. Since the contract for the collection of garbage and refuse, swill and dead animals, is let to one person, firm or corporation, it is deemed proper for the person, firm or corporation having the contract for such collection to allow the owner to sell the swill to the best advantage should the owner so desire, in which case, the holder of the contract for the collection of garbage and refuse, swill and dead animals, will not be held liable for the disposal of the certain swill.

SECTION 9. Persons hauling swill, whether the holder of this contract, or other individuals, firms or corporations will in all cases be governed by this ordinance.

SECTION 10. Any person, firm or corporation, other than the holder of the regular garbage collection contract, hauling swill, must first procure therefor from the City Council a license, which license shall be for the term of one year and the fee for which shall be Fifty Dollars (\$50.00).

SECTION 11. Vehicles for hauling garbage, refuse and (or) swill, must be provided with tight body box and no garbage, refuse or swill, allowed to leak or fall on the streets, and kept in a sanitary condition. When the body of the vehicle is filled above the side boards, a covering

of tarpaulin or other suitable material must be provided to prevent the blowing or falling off of the collected material. Dead animals must be loaded in the proper vehicles and covered. Swill must be hauled in water-tight bodies or tanks and none allowed to slop over or to leak onto the street. Swill may only be moved by the regular garbage and refuse collector or by a properly licensed person, firm or corporation as herein provided.

SECTION 12. The Mayor and City Clerk of the City of Kirkland are hereby authorized and directed to execute on behalf of the said City an agreement with Paul Razzore, doing business as the North End Disposal Company, substantially in the form set forth in Exhibit A hereto attached and made a part hereof.

SECTION 13. If any section, provision, or part thereof of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not effect the validity of this ordinance as a whole or any section, provision, or part thereof, not adjudged invalid or unconstitutional. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 14. Any person, firm or corporation violating any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not exceeding One Hundred Dollars (\$100.00) or imprisonment in the City Jail for any term not exceeding thirty (30) days, or both, in the discretion of the court.

SECTION 15. This Ordinance shall take effect and be in force upon its passage, approval and publication as provided by law.

Introduced this 21st day of August, 1944.

Passed and approved this 20th day of Nov, 1944.

Harry M. Everett
Harry M. Everett, Mayor

ATTEST:

C. F. Trent
C. F. Trent, City Clerk

APPROVED:

L. N. Ostrander
L. N. Ostrander, City Attorney

I hereby certify that the foregoing is a true and correct copy of an Ordinance of the City of Kirkland and that the same was published or posted according to law, said Ordinance being No. 507 and entitled "An Ordinance as above."
C. F. Trent, City Clerk.

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT made and entered into pursuant to Ordinance No. 500 by and between the City of Kirkland, a municipal corporation organized and existing under and by virtue of the Laws of the State of Washington, hereinafter referred to as the "City", and Paul Razzore, doing business as the North End Disposal Company, hereinafter referred to as the "Contractor":

WITNESSETH:

For and in consideration of the mutual covenants hereinafter expressed, it is hereby agreed between the City and the Contractor as follows:

1. The City does hereby grant unto the contractor the right, franchise or privilege of collecting, gathering and hauling over the streets of Kirkland any and all garbage and rubbish accumulating therein, with the right to exact and charge and collect for such service from the persons served, not inconsistent with Ordinance No. 500, for a period of one (1) year from the effective date of the above-numbered ordinance.

2. The contractor agrees that the fees to be collected and charged for the services under this franchise shall be reasonable and within the following schedule:

Residence service: One collection per week, one can per collection, at \$.75 per month. \$.10 for each additional can.

Business and apartment service: For one collection per week, one can each, at \$.75 per month. Each additional can \$.10.

For two collections per week, one can each, \$1.50 per month. Each additional can \$.10.

For three collections per week, one can each, \$2.25 per month. Each additional can \$.10.

For call or irregular service: One can - \$.50. Each additional can - \$.25.

For more frequent service or collection of a larger number of cans, a special rate shall be made which shall proportionately not exceed the rates hereinabove provided.

Collection of rubbish by yard: \$1.50 per yard.

For collection of partial loads not in cans a special rate shall be agreed upon between the contractor and the person desiring the service and not to exceed 150% of the proportionate charge for a yard.

3. The contractor shall provide and keep in a sanitary condition a garbage dump outside the limits of the City in the location known as Von Carnap's dump or in another suitable location acceptable to the Health Officer of the City and in the maintenance of such dump shall at all times comply with all State and County sanitary regulations which are now or may hereafter be put into effect.

4. Collections shall be made by the contractor as follows: from residences, once a week; from apartment houses, one or more times a week;

from business buildings and business establishments, one or more times a week.

5. The contractor shall dispose of all city garbage and waste without charge therefor.

6. The contractor agrees to dispose of, without charge or cost to the City, all dead animals which shall be found upon the streets and ways of the City.

7. The contractor agrees to furnish at all times, efficient, diligent and capable service, and to operate, furnish and maintain for the collection and disposal of garbage and rubbish, garbage trucks especially equipped with leak-proof all-steel bodies, and agrees to keep such trucks at all times in good running order, as clean and sanitary as practicable, and further agrees that such trucks shall be washed, steam-cleaned and disinfected at least once each week and kept neatly painted, all at the contractor's expense.

8. The contractor shall furnish to the City a bond with a surety company licensed and authorized to transact business in the State of Washington as surety, in the penal sum of \$500.00, conditioned upon the faithful performance by the contractor of this agreement.

9. The contractor agrees to pay the City an annual license fee of Five Dollars (\$5.00) in advance.

10. The contractor further agrees that all work of said contractor shall be under the supervision of the Health Officer or other official designated by the City, and that he will comply with the sanitary regulations of the City not in conflict herewith.

11. The contractor further agrees to make his own collections of moneys or fees for his services and to hold the City in no way liable or responsible for compensation for his services unless such services are at the request of the City or the work performed on City property, parks or playgrounds.

12. This contract shall not be assignable except by consent of the City.

13. The City shall have the right to terminate this contract at any time by giving a sixty (60) day written notice to the contractor.

IN WITNESS WHEREOF THE CITY OF KIRKLAND has caused this contract to be signed in duplicate, pursuant to said Ordinance passed by its Council this 20th day of Nov., 1944, by its Mayor and attested by its Clerk, Paul Razzore, doing business as the North End Disposal Company has hereunto subscribed his name this 30th day of December, 1944.

CITY OF KIRKLAND

By Harry M. Everett, Mayor

ATTEST:

C. F. Trent
C. F. Trent, City Clerk

Witness:

L. N. Ostrander

Paul Razzore