

3/4/47

ORDINANCE BILL NO. 2 FOR 1947

ORDINANCE NO. 639

AN ORDINANCE AUTHORIZING THE MAYOR AND RECORDER TO ENTER INTO A CONTRACT WITH W. A. CLENDENEN RENEWING GARBAGE COLLECTION FRANCHISE.

The people of the City of Lebanon do ordain as follows:

SECTION 1. The mayor and recorder are hereby authorized and directed to enter into a contract in writing with W. A. Clendenen providing for the renewal of the contract for the collection of garbage and other materials in the City of Lebanon at rates therein provided, which said contract shall be specifically in words and figures as follows, to-wit:

THIS AGREEMENT, Made and entered into this 4th day of March, 1947, by and between the City of Lebanon, Oregon, a municipal corporation, hereinafter called the City, and W. A. Clendenen of Lebanon, Oregon, hereinafter called the Licensee,

W I T N E S S E T H:

WHEREAS there has been a large increase in the population of the City of Lebanon, and a proper garbage disposal system has become a critical problem to the people of said City; and

WHEREAS it is the desire of the City to provide an adequate method of the regular disposal of garbage and debris; and

WHEREAS the licensee has been granted a license to collect garbage within the limits of the City of Lebanon until and including the 31st day of December, 1951, and has paid the fee therefor, in accordance with Ordinance No. 606, passed by the Council and approved by the Mayor on the 18th day of January, 1944,

NOW, THEREFORE, in consideration of the premises the parties hereto agree as follows:

I.

That the Licensee shall collect garbage and debris within the City of Lebanon without discrimination from all places where the same has accumulated, and haul the same from the City at regular periods of at least once a week, from the date hereof until and including December 31, 1951, subject to the conditions herein contained.

II.

That the licensee shall provide sufficient means to collect garbage and debris in the City of Lebanon and transport the same away from the City without spilling or dropping portions thereof upon the streets of the City in the course thereof;

That the licensee shall not discriminate and will take the garbage and debris from all sources in the City daily from the business area thereof and weekly from the residential area, and shall make such schedules and arrangements with private citizens that they may depend upon a regular schedule for the removal of garbage and debris from their residences;

That the City shall furnish to the licensee a dump ground where he may dump garbage and debris collected by him in the performance of this contract, and the licensee shall keep and maintain said dump ground in proper condition and in accordance with the directions of the public property committee of the Council, for the compensation of \$37.50 per month to be paid by the City to said licensee during the term of this agreement.

III.

That the licensee shall charge for his services in collecting garbage and debris in accordance with the following schedule, to-wit:

(a) For restaurants, hotels furnishing meals, and grocery stores, not less than \$2.00 per month nor more than \$10.00 per month, the same to be agreed upon according to the fair consideration of the amount and nature of garbage disposal in each individual instance.

the event he shall be unable to acquire such equipment or materials to keep said equipment in operation, after a bona fide effort to obtain them, he shall be, on that account, excused from the further performance of this contract.

VI.

That this agreement shall not become effective until the licensee shall file with the Recorder of the City of Lebanon a bond approved by the finance committee of the Council in the sum of \$250.00, executed by the licensee, as principal, and a surety company licensed to do business in Oregon or two freeholders of the City eligible to be admitted to bail under the laws of the State of Oregon as sureties, for the faithful performance of the terms of this contract upon the part of the licensee, providing for the exception referring to obtaining priorities herein mentioned as the only excuse for nonperformance hereof.

VII.

That this contract is subject to the licensee's license remaining in force, and upon suspension or revocation thereof in accordance with the provisions of Ordinance No. 606 this contract shall become null and void and of no further binding effect upon either of the parties hereto.

IN WITNESS WHEREOF the City, by authority of an Ordinance duly passed by the Common Council thereof authorizing and directing its Mayor and Recorder to sign said contract for the City, has entered into this contract, and the licensee has signed and

(b) For apartment houses, hospitals, and boarding houses, depending upon the number of apartments and occupants, not less than \$2.00 per month nor more than \$10.00 per month.

(c) For private residences, not to exceed \$1.25 per month.

(d) For special occasions for church and lodge dinners, 50 cents for each occasion.

(e) For occasional pick-ups for debris, other than garbage, removed from yards or buildings, a reasonable charge of not less than 25 cents for each pick-up and such additional charge as the size and nature of the particular debris shall justify.

IV.

It is specifically agreed between the parties hereto that the licensee is merely a licensee and an independent contractor; that the services herein contracted to be performed are for the benefit and welfare of the residents of the City of Lebanon and not for the municipal corporation itself, and that the City as a municipal corporation shall be under no obligation to the licensee for compensation of any kind or nature.

V.

This contract is conditioned upon the ability of the licensee to secure priorities to purchase and operate equipment necessary to carry out this contract, and the licensee agrees that he shall make all reasonable efforts to secure any necessary priorities required to keep his equipment in operation, but in

executed the same the day and year first above
written.

CITY OF LEBANON, OREGON
a Municipal Corporation

By *P. J. Fred.*
Mayor

By *Geo. Haube*
Recorder

W. A. Clendenen
Licensee

TWO
CITY OF LEBANON
NEW
BOARD
COMMISSIONER

SECTION 2. It being necessary for the peace, health, and safety of the people of the city of Lebanon that provision be made for the collection and disposition of garbage and other material within the limits of the city of Lebanon, an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage by the council and approval by the mayor.

Passed by the council and approved by the mayor this 4th day of March, 1947.

Mayor

ATTEST:



Recorder