

A BILL FOR AN ORDINANCE CANCEL-)
CELLING THE CONTRACT FOR)
GARBAGE DISPOSAL WITHIN THE)
CITY OF LEBANON BETWEEN THE)
CITY AND W. A. CLENDENEN AND)
AUTHORIZING THE MAYOR AND RECORD-)
ER TO ENTER INTO A NEW CONTRACT)
WITH WILLIAM A. CLENDENEN FOR)
THE COLLECTION AND REMOVAL OF)
GARBAGE, AND DECLARING AN EMER-)
GENCY)

ORDINANCE BILL NO. 11 for 1954
ORDINANCE NO. 884

WHEREAS, a contract for the disposal of garbage within the City of Lebanon was entered into between the City and W. A. Clendenen on March 1, 1949 to expire on December 31, 1956, and on March the 7th, 1951 this contract was assigned by W. A. Clendenen, with the consent of the City Council, to his cousin, William A. Clendenen, and,

WHEREAS, prior to the assignment of said contract, W. A. Clendenen sold to his cousin, William A. Clendenen his garbage disposal business including trucks and other equipment and on March 7, 1951 a garbage disposal license was granted to William A. Clendenen, and he has ever since that time, operating under the aforesaid contract, carried on the garbage disposal business formerly operated by his cousin, W. A. Clendenen, and,

WHEREAS, it is the desire of William A. Clendenen that the contract between the City of Lebanon and W. A. Clendenen be canceled and a new contract executed.

NOW THEREFORE THE PEOPLE OF THE CITY OF LEBANON DO ORDAIN AS FOLLOWS:

I

That the certain contract for the disposal of garbage entered into between the City of Lebanon and W. A. Clendenen on the 1st day of March, 1949, be and the same

is hereby cancelled, and that the Mayor and Recorder be and they are hereby authorized and directed to enter into a new contract for the collection and removal of garbage in and from the City of Lebanon with William A. Clendenen, which said contract shall specifically be in words and figures as follows:

THIS AGREEMENT, made and entered into on this 3rd day of June, 1954, by and between the City of Lebanon, Oregon, a municipal corporation, hereinafter called the City, and William A. Clendenen of Lebanon, Oregon hereinafter called the Licensee.

WITNESSETH

WHEREAS, a contract for the disposal of garbage within the City of Lebanon was entered into between the City and W. A. Clendenen on March 1, 1949 to expire on December 31, 1956, and on March 7, 1951 this contract was assigned by W. A. Clendenen, with the consent of the City Council, to the Licensee, and

WHEREAS, prior to the assignment of said contract, W. A. Clendenen sold to the Licensee his garbage disposal business, and on March 7, 1951 a garbage disposal license was granted to the Licensee, and he has ever since that time, operating under the aforesaid contract, carried on the garbage disposal business formerly operated by W. A. Clendenen, and

WHEREAS, the City of Lebanon has canceled the contract with W. A. Clendenen and has agreed to enter into a similar contract with the Licensee and the said Licensee, as the assignee of W. A. Clendenen, has consented to such cancellation.

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

I

That the cancellation by the City of Lebanon of the W. A. Clendenen contract referred to above is ratified and approved and is hereby terminated and shall hereafter

be of no further force or effect.

II

That the Licensee shall collect garbage and debris within the City of Lebanon, without discrimination, from all places where 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, 1958, subject to the conditions herein contained.

III

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 any street or public highway within or without the City of Lebanon, 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 provide 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.

IV

That the Licensee shall charge for his services, in

collecting said 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.

(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 \$1.50 per month.

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

(e) For occasional pick-ups of 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 of the particular debris shall justify.

V

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.

VI

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 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.

VII

That this agreement shall not become effective until the Licensee files 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 surities, 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 excuses for non performance hereof.

VIII

That this contract is subject to the Licensee's license remaining in force, and upon suspension, revocation or expiration thereof if not renewed, 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 executed the same the day and year first above written.

CITY OF LEBANON, OREGON,
A Municipal Corporation

By _____
Mayor

By _____
Recorder

License

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 disposal of garbage and other materials 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 of the Mayor.

Passed by the Council and approved by the Mayor on this 1st day of June, 1954.

Elmer Fitzgerald
Mayor

ATTEST:

Ida Singer
Recorder