

AN ORDINANCE AUTHORIZING THE MAYOR AND RECORDER
OF THE CITY OF LEBANON, OREGON, TO ENTER INTO A
CONTRACT WITH W. A. CLENDENEN: PROVIDING FOR THE
COLLECTION AND DISPOSITION OF GARBAGE AND OTHER
MATERIAL: AND DECLARING AN EMERGENCY.

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ORDINANCE BILL NO. 21
for 1956
ORDINANCE NO. 946

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

Section 1. The certain agreement between the City of Lebanon and William A. Clendenen for the disposal of garbage, dated June 3rd, 1951, is hereby cancelled.

Section 2. The Mayor and Recorder of the City of Lebanon, Oregon, are hereby authorized and directed to enter into a contract in writing with W. A. Clendenen, providing for the collection and disposition of garbage and other material within the limits of the City of Lebanon, which said contract shall be specifically in words and figures as follows to-wit:

CONTRACT

THIS AGREEMENT, made and entered into on this 9th day of June, 1956, 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, the City pursuant to Ordinance No. 581 as amended by Ordinance No. 606, has granted to Licensee a license for the collection of garbage within the limits of the City of Lebanon; and

WHEREAS, the Licensee has, by lease, acquired certain property from the City for use as a City Dump.

NOW, THEREFORE, the parties heretofore agree as follows:

II.

That the Licensee shall collect garbage and debris within the City of Lebanon 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 JUNE 30, 1961, 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 any street or public highway within or without the City of Lebanon, in the course thereof.

That the Licensee 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.

III.

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.

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.

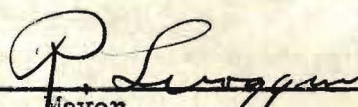
That this agreement shall not become effective until the Licensee files with the Recorder of the City of Lebanon, a bond, approved by the Finance Committee of the Council, in the sum of \$250.00 executed by the Licensee as principal; and a surety company licensed to do business in Oregon or two freeholders of the City eligible to be admitted to bail under the laws of the State of Oregon as sureties, for the faithful performance of the terms of this contract upon the part of the Licensee.


VI.

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. 581, as amended by 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.

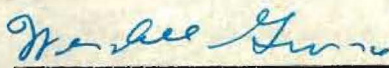
CITY OF LEBANON, OREGON,
A Municipal Corporation

By: 
Mayor

By: 
Recorder


Licensee

APPROVED AS TO FORM:


City Attorney

Section 3. 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 on this 5th day of June, 1956.

P. Luggan.
Mayor

ATTEST:

Wm. R. Shoy
City Recorder