

A BILL FOR AN ORDINANCE AUTHORIZING THE)
MAYOR AND RECORDER OF THE CITY OF LEBANON,)
OREGON, TO ENTER INTO AN AMENDED LEASE)
WITH WILLIAM A. CLENDENEN FOR THE CITY)
DUMP, AND DECLARING AN EMERGENCY.)

ORDINANCE BILL NO. 20
for 1959

ORDINANCE NO. 1069

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

Section 1. The Mayor and Recorder of the City of Lebanon, Oregon, are hereby authorized and directed to enter into an Amended Lease in writing with William A. Clendenen, providing for the leasing of the City Dump, which lease shall be specifically in words and figures as follows:

WILLIAM A. CLENDENEN
1.165-113425
57075-5

AMENDED LEASE

THIS LEASE, made and entered into by and between the CITY OF LEBANON, OREGON, a municipal corporation, hereinafter called "CITY", and WILLIAM A. CLENDENEN, dba Bill's Garbage Service, of Lebanon, Oregon, hereinafter called "LESSEE",

WITNESSETH:

That City, for and in consideration of the mutual covenants, promises and agreements herein contained, does hereby let, lease and demise unto Lessee the following described real property, to-wit:

Beginning at a point on the North line of and West 62.08 chains from the Northeast corner of the North projection of the William M. Smith D. L. C. Nos. 54 and 82 in Township 12 South, Ranges 1 and 2 West of the Willamette Meridian in Linn County, Oregon, said beginning point being 209.0 feet West of the westerly right of way line of Market Road #24, and running thence South 208.7 feet; thence West parallel to the north line of said D. L. C. 82.0 feet; thence South $3^{\circ} 44'$ West parallel to said road line 525.0 feet; thence East parallel to the north line of said D. L. C. 291.0 feet to the aforesaid road line; thence South $3^{\circ} 44'$ West along said road line 690.5 feet, more or less, to the South line of the land of the Grantor; thence West along said line to the West line of D. L. C. #82; thence North along said D. L. C. line 21.54 chains to the Northwest corner of said D.L.C.; thence East 13.22 chains, more or less, to the place of beginning, containing 29.5 acres, more or less, known as the "CITY DUMP".

for a period of five years commencing the 1st day of July, 1956, and ending on the 30th day of June, 1961, on the following terms and conditions:

LESSEE AGREES:

1. To pay unto the City the sum of \$7500.00 rent during the above mentioned term, payable \$125.00 per month in advance during the term of this lease.
2. To charge sums not exceeding the following amounts to individuals, firms and corporations who wish to use said City Dump:
 - \$0.25 per car
 - .50 per pickup or trailer load
 - 1.00 per auto body
 - 1.00 per truck
3. To keep the above described premises including, but not limited to, fences, buildings and roads in as good a condition as they are now, reasonable wear and tear excepted.
4. To take all precautions to control rodents and other pests on the above described real property and to exterminate or make arrangements for the extermination of rodents and other pests on the above described premises which are at least equivalent to the precautions

heretofore taken by the City of Lebanon in the extermination of rodents and pests; and to continue said extermination during the entire term of this lease.

5. To keep the above described premises in which the City Dump is located open to the public of the City of Lebanon 6 days per week from the hours of 8:00 o'clock A.M. to 7:00 o'clock P.M., and to post notices at the entrance to said City Dump in a conspicuous place of the hours that said dump is open. The Lessee at his option may close said City Dump on Mondays, provided that a notice to such effect is posted at the entrance of said City Dump which is plainly visible to anyone entering said premises.

6. To insure the buildings on the above described premises against fire and said fire insurance policy to contain the usual extended coverage endorsement, in such sums as the City, acting by and through the Chairman of the Public Property Committee of the Common Council may from time to time designate.

7. To obtain and keep in full force and effect a policy of liability insurance insuring the City against all claims of third parties with the following minimum limits: \$50,000.00 for any one bodily injury; \$100,000.00 aggregate liability for bodily injury on each occurrence; and \$50,000.00 property damage.

8. To allow any persons designated by the City to inspect the above described premises at all reasonable times.

9. The Lessee further agrees that failure by the City at any time to require performance by the Lessee of any provision hereof shall in no way effect City's rights hereunder to enforce the same, nor shall any waiver by said City of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

10. To not remove any trees from the above described property without first obtaining permission in writing from the City.

11. To not maintain any roads to the West side of the above described property other than a minimum road for Lessee's use in transporting bulky items to the westward area of the above described real property and to not permit people using the dump to enter upon the above described premises for any purpose other than the dumping of rubbish and garbage or to carry out any of the provisions of this lease.

12. To maintain the premises in a neat and orderly manner as may be prescribed by the City Council, and to remove all salvage and other waste materials from those portions of the leased premises other than the actual dumping area.

CITY AGREES TO:

1. Furnish unto the Lessee a road grader and operator at any reasonable time upon Lessee's request for the maintenance of the road on the above described real property during the term of this lease for an hourly rate of \$10.00.

2. To allow the Lessee quiet and undisturbed possession of the above described premises during the term of this lease.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO:

That in case the Lessee breaches any of the promises, covenants or

agreements herein contained, or is in default in the payment of the rent hereinabove reserved for a period of more than 10 days, the City may at its option, declare this lease null and void, and Lessee shall immediately vacate the premises leaving the City the right to proceed against the Lessee for any damage that it may sustain by reason of any breach on the part of the Lessee.

That the leased premises shall not be open for dumping of garbage by commercial garbage collectors or any person in the business of hauling garbage for profit or a fee, other than Lessee.

This lease is subject to the Lessee's license as a garbage collector remaining in force, and if said license should be suspended, revoked or expire without renewal, the City may terminate this lease without liability to the Lessee.

IT BEING FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES that the Contract heretofore entered into dated June 3rd, 1954, is hereby cancelled, and the Lease heretofore entered into dated June 9th, 1956, is hereby amended.

IN WITNESS WHEREOF, the City by authority of an Ordinance duly passed by the Common Council thereof, authorizing and directing the Mayor and Recorder to sign said Amended Lease for the City, has entered into this Lease, and the Lessee has signed and executed the same on the 1st day of February, 1960.

CITY OF LEBANON, OREGON,
a municipal corporation

James B. Blalock
Mayor

Van R. Thewy
Recorder

William A. Clendenen
William A. Clendenen - Lessee

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 operation and maintenance of the City Dump 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 15th day of December, 1959.

James R. Blalock
MAYOR

ATTEST:

Van R. Shong
City Recorder