

ORDINANCE BILL NO. 2  
for 1962  
ORDINANCE NO. 1100

AN ORDINANCE AUTHORIZING THE MAYOR AND RECORDER OF THE CITY OF LEBANON, OREGON, TO ENTER INTO A CONTRACT WITH DENNIS KING, dba, LEBANON SANITATION CO., PROVIDING FOR THE COLLECTION AND DISPOSITION OF GARBAGE AND OTHER MATERIAL, AND DECLARING AN EMERGENCY.

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

Section 1. The mayor and Recorder of the of the City of Lebanon, Oregon, are hereby authorized and directed to enter into a contract in writing with Dennis King, dba Lebanon Sanitation Co., 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:

CONTRACT

THIS AGREEMENT, made and entered into this 6<sup>th</sup> day of February, 1962, by and between the CITY OF LEBANON, OREGON, a municipal corporation, hereinafter called the "CITY", and DENNIS KING, dba Lebanon Sanitation Co., hereinafter called the "LICENSEE".

WITNESSETH;

WHEREAS, the City pursuant to Ordinance No. 581 as amended by Ordinance No. 606, has granted to Dennis King 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 Land Fill Operation.

NOW, THEREFORE, the parties heretofore agree as follows:

I.

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 February 5, 1972, 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 the City, 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 an amount which is agreed upon by the Licensee, the customer and the City Superintendent of Public Works, 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 an amount which is agreed upon by the Licensee, the customer and the City Superintendent of Public Works, according to the fair consideration of the amount and nature of garbage disposal, in each individual instance.

(c) For private residences not to exceed \$1.65 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 \$1.00 for each pick-up and such additional charge as the size of the particular debris shall justify.

(f) The above rates shall be subject to review and adjustment and change from time to time, as agreed upon by the City and the Licensee.

### 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, authorizing and directing its Mayor and Recorder to sign said contract for the City, has entered into this contract, and has signed and executed the same this 7th day of February, 1962.

CITY OF LEBANON, OREGON  
A Municipal Corporation

By: \_\_\_\_\_

Frank Blalock  
Mayor

By: \_\_\_\_\_

Vau R. Howz  
Recorder

Dennis King  
Licensee

dba Lebanon Sanitation Co.

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 on this 6th day of February, 1962.

Frank Blalock  
Mayor

ATTEST:

Vau R. Howz  
City Recorder