

ORDINANCE BILL NO. 2  
for 1962  
ORDINANCE NO. 1100

Section 1. The Mayor and Recorder of the City of Lebanon, Oregon, are hereby authorized and directed to enter into a Lease in writing with Dennis King, dba Lebanon Sanitation Co., providing for the leasing of the City Land Fill area, which lease shall be specifically in words and figures as follows:

THIS LEASE, made and entered into by and between the CITY of  
LEBANON, OREGON, a municipal corporation, hereinafter called "CITY",  
and Dennis King, dba Lebanon Sanitation Co., hereinafter called  
"LESSEE":

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:

for a period of ten years commencing the 6th day of February, 1962, and ending on the 5th day of February, 1972, on the following terms and conditions:

1. To pay unto the City the sum of \$15,000.00 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 Land Fill area:

\$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 make every reasonable effort to control and exterminate rodents and other pests and insects, and to prevent and eliminate all things and conditions which might constitute a nuisance to the people in the area and to the public, during the entire term of this lease.

5. To keep the above described premises in which the City Land Fill 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 Land Fill area in a conspicuous place of the hours that said land fill is open. The Lessee at his option may close said land fill on Mondays, provided that a notice to such effect is posted at the entrance of said land fill area which is plainly visible to anyone entering said premises.

6. To insure the City buildings on the above described premises in the name of the City against fire and said fire insurance policy to contain the usual extended coverage endorsements, 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; and shall furnish the City with a copy of said policy of fire insurance.

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; and shall furnish the City with a certificate of insurance which provides for a ten day written notice to the City of cancellation of said policy.

8. To allow any persons designated by the City to inspect the above described premises at all reasonable times. The Lessee understands that the City Superintendent of Public Works will inspect the premises from time to time, and may make recommendations concerning the premises and the conduct of the land fill operation.

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 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 Superintendent of Public Works, and to remove all salvage and other waste materials from those portions of the leased premises not actually used in the land fill operation.

13. The Lessee has read the Memorandum Opinion of Circuit Judge Fred McHenry, dated October 26, 1961, in Case No. 29739 of the Circuit Court for Linn County, and the Decree of said Judge in said case dated November \_\_\_\_\_, 1961, and expressly agrees to comply with the provisions and orders of said Opinion and Decree.

CITY AGREES TO:

1. Keep the road on said premises graveled and graded without charge to the Lessee.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO:

1. 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.

2. 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.

3. 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.

IN WITNESS WHEREOF, the City, by authority of an ordinance duly passed by the Common Council authorizing and directing its Mayor and Recorder to execute said lease, has entered into this lease, and has signed and executed the same this 7th day of February, 1962.

CITY OF LEBANON, OREGON  
A Municipal Corporation

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

Mayor

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

Recorder

\_\_\_\_\_  
Lessee  
dba Lebanon Sanitation Co.



4 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 Land Fill Operation 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:

Van R. Thomas  
City Recorder