

A BILL FOR AN ORDINANCE AUTHORIZING THE)
MAYOR AND RECORDER OF THE CITY OF LEBANON,)
OREGON, TO ENTER INTO A CONTRACT WITH THE)
SPADY-REDFIELD CORPORATION, AN OREGON)
CORPORATION dba LEBANON SANITATION COMPANY;)
PROVIDING FOR THE COLLECTION AND DISPOSITION)
OF GARBAGE AND OTHER MATERIAL; AND DECLARING)
AN EMERGENCY.)

ORDINANCE BILL NO. 32
for 1971

ORDINANCE NO. 1425

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 a contract in writing with The Spady-Redfield Corporation, an Oregon corporation, dba Lebanon Sanitation Company, 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:

Section 2. That inasmuch as this contract is necessary for the peace, health and safety of the City of Lebanon that said work be done immediately, therefore, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect immediately upon its passage by the Council and approval by the Mayor.

Passed by the Council and approved by the Mayor this 21st day of December, 1971.

LARRY M. CHRISTIANSEN
MAYOR

ATTEST:

ZELLA M. LASWELL
Assistant Recorder

CONTRACT

THIS AGREEMENT, effective the sixth day of February, 1972, by and between the City of Lebanon, Oregon, a municipal corporation, hereinafter called the "City," and The Spady-Redfield Corporation, an Oregon corporation, dba Lebanon Sanitation Company, herinafter called the "Licensee."

WITNESSETH:

WHEREAS, the City pursuant to Ordinance No. 581 as amended by Ordinances No. 606, _____, _____, and _____, has granted a license for the collection of garbage within the limits of the City of Lebanon; and

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, 1982, 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 shedule for the removal of garbage and debris from their residences.

III.

That the City of Lebanon hereby grants to Licensee within the limits of the City of Lebanon, the nonexclusive right, privilege and license, for a period from February 6, 1972, through February 5, 1982, of collecting and hauling over the streets and public ways of the City of Lebanon, Oregon, garbage and other waste material, and for the disposal thereof; and the right to contract with individuals and business entities within the City of Lebanon to provide such service and to charge those individuals and business entities pursuant to the schedule set forth below.

That the Licensee shall pay the City of Lebanon \$30,000.00 for this right, privilege and license, to be paid in monthly installments of \$250.00.

IV.

That the Licensee shall charge for his services in the City, in collecting said garbage and debris, in accordance with the following schedule:

(a) Noncommercial rate - weekly pick-up

| | |
|---|------------------|
| One Standard Container (not over 32 gallons) | \$1.75 per month |
| Each additional Standard Container | \$1.00 per month |

(b) Commercial rates - weekly pick-up:

| | |
|---|------------------|
| One Standard Container (not over 32 gallons) | \$1.75 per month |
| Each additional Standard Container | \$1.00 per month |

(c) Container rates - per month

| Container Size | Collections per Week | | | | | |
|-------------------|----------------------|----------|----------|----------|----------|----------|
| | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> |
| 1-1/2 yds. | \$12.60 | \$21.00 | \$29.40 | \$37.80 | \$46.20 | \$54.60 |
| 2 yds. | 15.00 | 25.00 | 35.00 | 45.00 | 55.00 | 65.00 |
| 3 yds. | 19.80 | 33.00 | 46.20 | 59.40 | 72.60 | 85.80 |
| 4 yds. | 22.80 | 38.00 | 53.20 | 68.40 | 83.60 | 98.80 |

(d) Drop box rates

Continuous use

20 yd. box - \$15.00 per load
\$60.00 per month minimum

30 yd. box - \$22.50 per load
\$90.00 per month minimum

Special use

20 yd. - \$20.00 per load plus \$1.00 per day
rental for each load after 3 days

30 yd. - \$30.00 per load plus \$1.00 per day
rental for each load after 3 days

- (e) For occasional pick-ups of debris, other than regular garbage, a reasonable charge of not less than \$1.00 for each pick-up based on size of debris or load.

The above rates shall be subject to review and adjustment from time to time as agreed upon by the City of Lebanon and Licensee.

V.

It is specifically agreed between the parties here-to 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.

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.

VII.

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 Nos. 606, _____, _____, and _____, 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 21st day of December, 1971.

CITY OF LEBANON, OREGON, a
Municipal Corporation

By [Signature]
Mayor

By Zella M. Laswell
Recorder

Charles Spady
THE SPADY-REEFIELD CORPORATION,
Licensee, dba Lebanon Sanitation Company