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AN ORDINANCE granting to Frank's Sanitary Service, a sole proprietorship, successors and assigns, for a period of three years, subject to renewal from year to year thereafter, the right, privilege and franchise to operate a garbage and waste pickup and removal service in behalf of the public, business, residential and other properties and enterprises within the City of Sherwood for the purpose of improving and maintaining the public health and sanitation standards thereof; providing for the regulation of such sanitary service including the prescribing of rates from time to time; and declaring an emergency.

THE CITY OF SHERWOOD DOES ORDAIN AS FOLLOWS:

Section 1. There is hereby granted to Frank's Sanitary Service, Mr. Herbert Frank, sole proprietor, his successors and assigns, hereinafter termed the grantee, for a period of ~~one~~³ year from and after the date of the passage of this ordinance, subject to renewal from year to year thereafter at the pleasure of the governing body of the City of Sherwood, the right, privilege and franchise to operate a garbage and waste pickup and removal service, including the right to operate motor vehicles upon the present and future streets, alleys, highways and public places of the said City, as necessary for the purpose of providing such service to public, business, residential and other properties within said City, and adjacent or contiguous thereto, for the improvement and maintenance of health and sanitation standards of the community.

Section 2, Pursuant to Section 113 of the Charter of the City of Sherwood the right, privilege and franchise granted hereby is not exclusive and shall in any event be subject to reasonable rules and regulations as may be prescribed by any lawfully constituted public authority having jurisdiction pertaining to the subject matter of this franchise.

Section 3. The grantee, prior to furnishing garbage disposal service under this franchise shall file with the Recorder, City of Sherwood, written acceptance of the terms of this franchise, together with a schedule of reasonable rates proposed to be charged for the garbage removal service to be rendered; such rates shall be subject to disapproval by the City Council at the next regular council meeting or within 10 days after date of filing with the City Recorder, whichever date is later, and should such rates as filed not be disapproved as herein provided, then the rates as filed shall be the authorized rates, subject to change only with the prior approval of the City Council.

1 Section 4. Nothing herein this ordinance contained shall be construed to
2 impose any duty or obligation upon any resident, property owner, company or
3 organization to patronize the grantee's garbage removal service. The acceptance
4 of the privileges and franchise granted hereunder shall require, and the grantee
5 so agrees, that garbage removal service shall be made available to all residents,
6 property owners, business houses, public buildings and organizations within the
7 corporate limits of the City of Sherwood within 10 days after written application
8 shall have been made by any such applicant, All transactions whatsoever arising
9 from the exercises of this franchise by grantee shall be wholly personal between
10 said grantee and the patrons of the garbage service, and the City of Sherwood shall
11 in no manner be obligated to assist the grantee in furthering the business,
12 collection of accounts or disposal of collected garbage or otherwise whatsoever
13 than as herein specifically set forth. The grantee shall at his own expense make
14 all arrangements as necessary for the disposal of collected materials in a wholly
15 lawful manner.

16 Section 5. The grantee promises and agrees, and the privilege and franchise
17 hereby granted is thereupon specifically conditioned, to make a garbage pickup and
18 removal call to his patrons not less frequently than as follows:

19 Residential Property,	Once each week;
20 Business property,	Twice each week;
21 Public property,	Twice each week;

22 and any and all rates to be submitted to the Council, as hereinbefore provided,
23 as proposed to be charged, and all rates charged, by the grantee shall be based
24 upon garbage pickup service not less frequent than as herein stated.

25 Section 6. All persons, including the grantee, are hereby put on notice
26 that the grantee in carrying out the privileges, duties and franchise hereby
27 granted is acting in his individual capacity as an independent contractor --
28 being in no wise an agent or employee of the City of Sherwood. The grantee in
29 accepting this franchise agrees to indemnify and save and hold harmless the City
30 of Sherwood and the officials thereof, and its successors, against all damage
31 claims, actions at law, suits in equity, or costs whatsoever to which said City
32 may be subjected in consequence of the acts or negligence of the grantee, his
PAGE agents or servants, or in any manner arising from grantee's operations hereunder.

1 Section 7. The right, privilege and franchise hereby granted and to be
2 accepted by grantee is in consideration of the following:

- 3 (1) Free garbage service for two clean-up days, namely:
4 April 18th and October 13th of each year;
- 5 (2) Free garbage service for four public dump cans, to be
6 serviced twice each week during the period of this
7 franchise.

8 Section 8. The grantee shall at all times fully and faithfully perform all
9 of the terms, provisions and conditions of this franchise or grant and furnish
10 efficient service to the public hereunder and maintain its operating stock in
11 good order and repair throughout the year, and upon any default by the Grantee
12 hereunder and the continuance of such default for a period of thirty (30) days
13 from and after the receipt of notice from the Council of the City of Sherwood
14 specifying such default, said City of Sherwood may by ordinance and for good
15 cause shown, forfeit this grant or franchise and all further rights of the grantee,
16 its successors or assigns hereunder.

17 Section 9. The right, privilege and franchise hereby granted shall not be
18 assignable except with the approval of the City Council of the City of Sherwood,
19 however, it is to be understood that such approval shall not be unreasonably
20 withheld.

21 Section 10. Inasmuch as the existing franchise for garbage disposal has
22 expired, and further that it is imperative for the peace, health, and safety
23 of the people of Sherwood that provision be made immediately for the orderly,
24 regulated removal of waste and garbage, an emergency is hereby declared to exist
25 and this ordinance shall take effect upon March 6, 1953 after its pas-
26 sage by the City Council and its approval by the Mayor.

27 Passed by the City Council of Sherwood, Oregon March 6, 1953

28 Approved this 6 day of March, 1953.

29 C. H. Sanders Mayor

30 Attest:

31 Floyd C. Shog City Recorder

32 Extended for 1 year
see minutes of Mar. 2, 1956

EXTENSION OF GARBAGE FRANCHISE, NO. 412.

-o-

At a Regular meeting of the City Council held in the City Hall on March 2, 1956, it was brought to the attention of the Council that Ordinance No. 412, dated March 6, 1953, would expire on March 6, 1956.

A motion was made by councilman Swenson, seconded by Councilman Adair and carried by a vote of the Council that such Ordinance No. 412 be extended for one year as provided in Section 1 of such Ordinance No. 412, granting to Frank's Sanitary Service the continued right, privilege and franchise to operate a garbage and waste pickup and removal service in behalf of the public, business, residential and other properties and enterprises within the City of Sherwood as specifically provided in said Ordinance No. 412.

Attest

H. B. Albert
City Recorder

Mayor, City of Sherwood, Ore.

March 2, 1956

Attached is the last Franchise agreement concerning Frank's Sanitary Service, which is an extension of ordinance #412. - 1963

Attached is the January 21, 1965 request for a ten year franchise agreement from Frank's, and in the minutes of the February 5, 1965 meeting this was discussed:

"Mr. Frank submitted a written request for a ten year extension of the garbage removal franchise in the City of Sherwood. Heater moved that Frank be granted a ten year franchise for garbage disposal in the City of Sherwood on the same terms as prior five year franchise with the stipulation that service fees to customers shall be annually reviewed and approved by the Council. Upon second by Weston, this was passed by vote of the Council."

March, 1956 minutes - extended 1 year

March, 1961 minutes - "Mr. Frank, operator of Frank's Sanitary Service appeared to negotiate with the Council for a five-year extension of the existing franchise and upon the same terms contained in such franchise at the date of expiration. Upon motion being made by councilman South and seconded by Councilman Swenson, a five-year extension was granted. The motion carried."

Subject to review - yearly on option
Term of franchise ✓ - 1975
Franchise fee ✓
Fees ✓ 25¢ increase extra can 1.50
Exclusion ✓

770
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Return to File
JA

Frank's

SANITARY SERVICE



P.O. Box 6301

Tigard 23, Oregon

Phone ME 9-4955

January 21, 1965

City of Sherwood
Sherwood, Oregon

Subject: Franchise Renewal

To: The Honorable Mayor and Councilmen

Application is hereby submitted for the renewal and to extend the time limit of the existing franchise for the removal and disposal of garbage and rubbish from within the City Limits of Sherwood, Oregon for the period of ten (10) years.

The reason for the above mentioned request of extending the time limit to ten (10) years is that operational and maintenance costs are steadily increasing for the disposal facilities and also more disposal property has to be acquired to insure that we can readily accomodate the growth in population.

Very truly yours,

A handwritten signature in cursive script that reads "Herbert Frank". The signature is written in dark ink and is positioned above the printed name.

FRANK'S SANITARY SERVICE
Herbert Frank, Owner

"Let Sanitation Be Your Guide To Better Health"