

SPECIAL MEETING OF JANUARY 16, 1956

COUNCIL CHAMBER

A special meeting of the Council was held at the call of the Mayor, on the sixteenth day of January, 1956.

The meeting, which was called for the purpose of reviewing and reading Ordinances Numbered 629, 631 and 633, and such other business as was necessary to come before the Council at this time, was called to order by Mayor Mullan.

Present: Mayor Mullan; Councilmen Clay, Perkins, Shook and Klein; Manager Burdick and Recorder Martin. Absent: Attorney Sheldahl.

Ordinance Number 631 was taken up and read in full for its first reading. It was moved by Klein and seconded by Shook that Ordinance Number 631 be passed to its second reading and that it be read at this time. Motion carried and so ordered. Ordinance Number 631. AN ORDINANCE ordering an annexation election within the territory bounded as herein described, fixing the date of such election and the hours during which the polls will be open, designating the names of the Judges and Clerks of said election, and directing publication of a notice of said election, and declaring an emergency, was taken up and read in full for its second reading and put on its passage with the following results being had: Ayes: Mullan, Clay, Perkins, Shook and Klein. Nays: None. Ordinance Number 631 passed the Council and was so declared by the Mayor.

Ordinance Number 632 was taken up and read in full for its first reading. It was moved by Klein and seconded by Parkins that Ordinance Number 632 be passed to its second reading. Motion carried and so ordered.

Ordinance Number 629, AN ORDINANCE annexing certain territory contiguous to the present boundaries of the City of Milwaukie, Clackamas County, Oregon, and fixing the effective date of such annexation, was taken up and read in full for its second reading and put on its passage with the following results being had. Ayes: Mullan, Clay, Perkins, Shook and Klein. Nays: None. Ordinance number 629 passed the Council and was so declared by the Mayor.

Ordinance Number 633 was taken up and read in full for its first reading.

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It was moved by Clay and seconded by Shook that Ordinance Number 633 be passed to its second reading. Motion carried and so ordered.

It was moved by Clay and seconded by Shook that the following Agreement be approved as written and that the Mayor be authorized to sign the same upon its approval by Mr. George Deering

THIS AGREEMENT, made and entered into this 27th day of February, 1956, by and between the City of Milwaukie, Oregon, a municipal corporation, hereinafter called "City", and George Deering, doing business under the assumed business name of Milwaukie Sanitary Service, hereinafter called "Contractor", witnesseth:

WHEREAS, the Contractor is desirous of having the exclusive right and privilege to collect, convey and dispose of all ashes, garbage, rubbish, and refuse, as the same is defined in Ordinance Number 633 of the City of Milwaukie, Oregon, accumulating within the City of Milwaukie, Oregon, for a period of five (5) years from and after March 1, 1956, and

WHEREAS, THE City is desirous of having all such ashes, garbage, rubbish and refuse as so defined, collected, conveyed and disposed of by a responsible person with proper equipment for a like period of time, now therefore, in consideration of the premises, and of the terms and conditions hereinafter stated, the Contractor and the City agree as follows:

1. The exclusive right and privilege of collecting and gathering all ashes, garbage, rubbish and refuse as the same is defined in Ordinance No. 633 of the City of Milwaukie, Oregon, accumulating within the City of Milwaukie Oregon, and conveying the same away over the streets of said City for the purpose of disposal is hereby granted to Contractor for a period of five (5) years from and after March 1, 1956, subject to all of the terms and conditions hereinafter expressed, to-wit:

(A) Contractor shall, at his own expense, furnish a truck or trucks sufficient to collect and dispose of all garbage and refuse in the City, with a driver or drivers therefor, of a type suitable for the collection of garbage and refuse, sanitary and of a leak-proof construction.

(B) Contractor shall provide compensation insurance in accordance with the Workman's Compensation Statutes of the State of Oregon for all of his employees engaged in the performance of duties connected with the rights and privileges hereby granted to him, and shall provide proper liability and property damage insurance with an insurance company approved by the City Manager, insuring himself against liability for personal injuries or death in an amount not less than \$15,000.00 and against liability for property damage in an amount not less than \$5,000.00.

(C) All garbage and refuse shall be regularly collected by Contractor from buildings used for residential purposes in the City at least once each week.

(D) All garbage shall be regularly collected by Contractor from all business, industrial and institutional establishments in the City at least once each week, and upon request therefor, not less than three times each week.

(E) As soon as any truck of the Contractor is loaded, the load shall be immediately covered with a canvas or other suitable cover, so that as far as possible obnoxious or offensive odors and the blowing, dropping or spilling of refuse shall be prevented, and each truck, as soon as loaded, shall be taken from the City to the place of disposal.

(F) The maximum fees to be charged by Contractor for the collection and disposal of garbage and refuse placed for collection shall be as follows:

(a-1) For collection and disposal from buildings used for residential purposes, per container of not more than 30 gallons:

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One collection per week service:

One container	\$1.25 per month
Two containers	2.00 per month
Each additional container25 per container

Two collections per week service.

One container	\$2.50 per month
Two containers	4.00 per month
Each additional container25 per container

(b-1) For the collection and disposal from buildings used other than for residential purposes, per container of not more than 30 gallons:

One collection per week service

One container	\$1.50 per month
Two containers	2.50 per month
Each additional container25 per container

Two collections per week service:

One container	\$3.00 per month
Two containers	5.00 per month
Each additional container25 per container

Three collections per week service.

One container	\$4.50 per month
Two containers	7.50 per month
Each additional container25 per container

(c-1) If, while engaged in his regular weekly collection of garbage and refuse, the said Contractor shall be requested to collect refuse containing garbage, such refuse shall be placed in a container of not more than 30 gallons, and he shall be privileged to charge for the collection and disposal of such refuse the sum of \$.75 per container. If, at such times, he shall be requested to collect and dispose of old household water boilers or bed springs, he shall be privileged to make a charge of \$.50 for the collection and disposal of each such item.

(d-1) If requested by any person to collect and dispose of light rubbish on a truck load basis, not exceeding four cubic yards per load from the back yard or basement of any building or structure, he shall be privileged to charge the sum of \$10.00 per load for such collection and disposal. If requested to collect and dispose of such light rubbish when the same is placed on the street curb for collection, he shall be privileged to charge the sum of \$8.00 per load for its collection and disposal.

(e-1) If requested by any person to remove a dead body of a dog or cat, he shall be privileged to charge the sum of \$.50 per body for the collection and disposal of such dogs and cats.

(g) The said Contractor shall dispose of all garbage or refuse in a manner and at a place satisfactory to the City Manager of the City of Milwaukee. It is hereby declared that the place and manner of disposal outside of the City of Milwaukee presently employed by the said Contractor is satisfactory for the purposes of this Agreement.

(h) Contractor shall protect, indemnify and save the City of Milwaukee harmless from any damages to any person or property that may occur in the exercise of his rights and privileges or in the performance of his duties hereunder and from any suit, action or judgement or other thing whatsoever that shall occur in such exercise or performance or growing out of any done or intended to be done hereunder.

(i) The said Contractor shall maintain a telephone at his regular place

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of business with a person available to answer the same during regular business hours.

(j) The said Contractor shall pay to the City of Milwaukie an annual license fee of \$25.00, payable on or before the first day of March of each and every year during the term of the rights and privileges hereby granted to him.

2. The City of Milwaukie expressly reserves the right to cancel and annul the rights and privileges hereby granted for the failure of the said Contractor to comply in every respect with the terms of this Agreement, or for his failure to collect, gather and haul away the garbage and refuse that he may have been requested to collect and dispose of upon payment to him of the amount of money as in this Agreement provided, or for his failure otherwise to comply with all of the applicable ordinances of the said City or with the applicable statutes of the State of Oregon in any way appertaining to the operation of his business or any part thereof.

3. The said Contractor shall perform the services hereby authorized to all residents, business, industrial and institutional establishments within the City of Milwaukie upon payment of the proper charges therefor.

4. The rights and privileges hereby granted to Contractor are personal to him, and shall not extend to his heirs, successors or assigns. All rights and privileges hereby granted to the said Contractor shall terminate in any event should he die or for any other reason cease conducting the business with which this Agreement is concerned. Any assigning, sub-letting, or under-letting of the rights and privileges hereby granted shall be null and void.

5. Nothing herein contained shall prevent the said Contractor from charging rates less than the maximum rates hereinabove set forth. Should changed conditions brought about during the term of the rights and privileges hereby granted so require, the City expressly reserves the right to alter or change maximum service rates herein established, and such rates are hereby expressly made subject to review at least annually during said term. Should any of such maximum rates be reduced in accordance with the provisions hereof, then and in that event the said Contractor shall have the right to terminate his rights and obligations hereunder by giving the City Manager thirty days written notice of his intention so to do. During such thirty days the maximum rates herein provided shall remain in effect.

WITNESS our hands and seals this 27th day of February, 1956

CITY OF MILWAUKIE OREGON

By Leonard B. Muller (SEAL)
Mayor

George Deering (SEAL)

Doing business as Milwaukie Sanitary Service.

Motion carried and so ordered.

There being no further business to come before the Council, on motion duly made and carried the meeting adjourned.

Ellen Martini
Recorder.