

ORDINANCE NO. 679

AN ORDINANCE PROVIDING FOR THE COLLECTION AND DISPOSAL OF GARBAGE; AND AUTHORIZING THE MAYOR AND RECORDER TO ENTER INTO AN AGREEMENT IN REFERENCE THERETO; AND PROVIDING PENALTIES FOR VIOLATION THEREOF; AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

THE PEOPLE OF THE CITY OF PRINEVILLE ORDAIN AS FOLLOWS:

Section 1. That the mayor and recorder of the City of Prineville be and they are hereby authorized and directed to enter into a contract with A. W. Hohnstein for and on behalf of the City of Prineville in words and figures as follows, to wit:

AGREEMENT

This agreement made and entered into on this 10th day of October, 1971, by and between the City of Prineville, Oregon, a municipal corporation, party of the first part, and A. W. Hohnstein, party of the second part,

WITNESSETH: Said first party does hereby grant unto the second party the exclusive right and privilege of collecting, gathering, and hauling over the streets and alleys of the City of Prineville, Oregon, for hire, with the right to exact charges and collect for such service from the person, firm, or corporation served, for the term of five years from and after the 10th day of October, 1971.

That the fees to be charged and collected for such service rendered and performed under this agreement shall be a reasonable fee and charge, and not in excess of the following amounts:

Prices for daily collections when necessary and at least once a week:

Residences:	Once a week and not over one medium-sized garbage can, capacity about 30 gallons -	\$1.75 per month
	Each additional can -	\$ .75 per month
Commercial:	Once a week and not over one medium-sized garbage can,	\$1.00 per month
	Once a week and not over two medium-sized garbage cans -	\$1.50 per month
	Once a day and not over one-medium-sized garbage can -	\$6.00 per month
	Once a day and not over two medium-sized garbage cans	\$9.00 per month
	(Additional cans 12½ cents each per day, or \$6.00 per hour, whichever is greater)	

This contract is conditioned upon the payment to the party of the first part of a license and inspection fee of \$100.00 per year payable in advance yearly during the term of this contract, the first payment to be made on or before October 10, 1971.

The second party shall furnish adequate equipment to handle all materials agreed to be by him handled under this contract in such a manner that no part of such materials transported shall be deposited or scattered upon the streets of the City of Prineville or roads or highways of Crook County, Oregon.

It is specifically understood and agreed that the City shall at all times have the right to change, modify, and regulate the rates above set forth and provided for, and provide other or different rates or other or different classifications. No changes, however, shall be made except upon at least 30 days' notice to the contractor, and any changes which the said City shall make shall be reasonable and in keeping with the conditions then prevailing.

It is agreed and understood that this contract may not be transferred or assigned by the contractor without the previous written consent of the City of Prineville.

It is further understood and agreed that in gathering garbage and debris that the contractor shall clean up and leave in a neat condition any area on which he may scatter the same immediately.

Compliance with his agreements hereunder by the contractor shall be subject to the control and supervision of the Chief of the Fire Department of the City of Prineville.

Should the said contractor fail, neglect, or refuse to faithfully fulfill any or all the terms of this agreement on his part to be done and performed, then the City shall have

the right to cancel this agreement, provided, however, that before such cancellation, the Council shall cause to be served on the contractor a written notice setting forth wherein the contractor has failed in his agreements and covenants as provided herein, and fixing a time not less than 10 days after the date of such notice is served upon the contractor when the matter shall be heard before the Council. At such hearing the contractor shall have the right to be present in person and he may present such witnesses and evidence as may be proper concerning said matter. Such hearing shall be wholly under the control of the Council and the City may offer evidence and witnesses as it may see fit. At such hearing, witnesses called shall be under oath and may be cross examined by either party. Findings made by the Council shall be final and conclusive.

In witness whereof, the City of Prineville has caused this contract to be executed on its behalf by its mayor and attested by its recorder and the contractor has hereunto set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 1971.

CITY OF PRINEVILLE

William P. Holtsclaw  
William P. Holtsclaw, Mayor

A. W. Hohnstein  
A. W. Hohnstein, Contractor

ATTEST:

Jim Watson  
Jim Watson, City Recorder

Section 2. Garbage as herein defined shall mean and include all sorts of waste animal and vegetable matter, rubbish, trash, debris, ashes, empty cans, dead animals, and other waste matter generally.

Section 3. It shall be unlawful for any person, firm, or corporation to collect, gather, or transport over and upon the streets of the City of Prineville any garbage as hereinbefore defined for hire; but any person, firm, or corporation may transport garbage accumulated on his own premises.

It shall be unlawful for any person to transport garbage over or upon the streets of the City of Prineville in such a manner as to permit any part or portion thereof to become scattered or deposited upon the streets of the City.

It shall be unlawful for any person to dispose of any garbage upon any public property, or upon any private property in the City of Prineville without the consent of the owner of such private property.

Section 4. Any person found guilty of violating any of the provisions of this ordinance shall be subject to a fine not exceeding \$50.00, or imprisonment not exceeding 25 days, or both such fine and imprisonment in the discretion of the court.

Section 5. Ordinance No. 595 and any ordinances or parts thereof in conflict herewith are hereby repealed.

Passed by the City Council this 28<sup>th</sup> day of SEPT., 1971.

Approved by the Mayor this 28<sup>th</sup> day of SEPT., 1971.

William P. Holtsclaw  
William P. Holtsclaw, Mayor

Jim Watson  
Jim Watson, City Recorder