

ORDINANCE NO. 717

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, Oregon 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 J & H Garbage Service, Inc. dba City Sanitary Service of Prineville for and on behalf of the City of Prineville in words and figures as follows, to-wit:

A G R E E M E N T

This agreement made and entered into this 27 day of MAR., 1974, by and between the City of Prineville, Oregon, a municipal corporation, hereinafter called City, and J & H Garbage Service, Inc., a private corporation, dba City Sanitary Service of Prineville, hereinafter called Contractor,

W I T N E S S E T H :

City does hereby grant unto the Contractor 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 seven years from and after the 10th day of October, 1974, but the specific terms and conditions of this agreement are to be reviewed by the parties in October of each year hereafter and are subject to modification.

That upon request the Contractor agrees to make daily collections when necessary and at least once a week to each 32-gallon garbage can and waste location in the City of Prineville, Oregon.

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

<u>32 GALLON CAN</u>	<u>MONTHLY CHARGE</u>	
<u># CANS</u>	<u>WITHIN 25 FEET OF CURBSIDE OR ALLEY</u>	<u>BY BACKYARD PICKUP</u>
1	\$2.50	\$2.75
2	3.75	4.25
3	5.00	5.75
4	6.25	7.25
5	7.50	8.75
 <u>TWICE WEEKLY</u>		
1	5.00	5.50
2	7.50	8.50
3	10.00	11.50
4	12.50	14.50
5	15.00	17.50
 <u>THRICE WEEKLY</u>		
1	7.50	9.25
2	11.25	12.75
3	15.00	17.25
4	18.75	21.75
5	22.50	26.25
 <u>DAILY</u>		
1	15.00	
2	22.50	
3	30.00	
4	37.50	
5	45.00	

MINIMUM CHARGE \$2.00

CONTAINERS (Includes \$5.00/ month on 1 yard container and \$7.50/month on 1½ yard container)

# PICKUP PER WEEK	<u>1 YD.</u>	<u>1½ YD.</u>
1	\$15.00	\$20.00
2	25.00	35.00
3	35.00	47.00
4	45.00	60.00
5	55.00	72.00
6	65.00	85.00

CONTAINER (special use) PER PICKUP

<u>1 YD.</u>	<u>1½ YD.</u>
\$3.75	\$5.00

MINIMUM CHARGE (includes 1 pickup)

<u>1 YD.</u>	<u>1½ YD.</u>
\$5.00	\$7.50

Additional can for Cleanup - 12½ cents per can or \$8.00 per hour, whichever is greater.

It is further understood that despite the above mentioned fee schedule, persons 65 years of age and older or physically handicapped or both, upon request, shall pay only the curbside rate and that there will be no fee or charge to the City by the Contractor for collection and disposal of City waste.

Contractor further agrees to provide twice yearly cleanup service at no charge for the entire City of Prineville, which includes but is not limited to the collection of any and all trash or waste placed on City of Prineville curbs.

Contractor further agrees to provide transfer boxes upon request of the City or resident of the City of Prineville, where access is feasible.

This contract is conditioned upon the payment by the Contractor to the City of a license and inspection fee of \$100.00 per year, payable in advance each year during the term of this contract, the first payment to be made on or before the 10th day of October, 1974.

The Contractor at all times herein mentioned shall furnish, operate and maintain adequate equipment in good and reasonable working condition to handle all materials agreed to by him handled under this contract. In handling said material, the Contractor agrees that no part of such materials transported shall be intentionally or inadvertently deposited or left upon the streets of the City of Prineville or roads or highways of Crook County, Oregon.

It is further understood and agreed that the Contractor is not hereunder granted governmental immunity of any kind and is subject to both civil liability and criminal prosecution.

It is further agreed between the parties that the Contractor indemnifies the City from any and all claims resulting from the execution of this contract.

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 prior written consent of the City.

It is further understood and agreed that in gathering garbage and

debris the contractor shall clean up immediately and leave in a neat condition any area on which he may scatter the same.

Compliance with his agreements hereunder by the Contractor shall be subject to the control and supervision of the City Administrator 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 27 day of MAR, 1974.

CITY OF PRINEVILLE

Riley L. Allen
Riley L. Allen, Mayor

ATTEST:

Jim Watson
Jim Watson, City Recorder

J & H GARBAGE SERVICE, INC. dba
CITY SANITARY SERVICE OF PRINEVILLE

Marvin Jackson
Marvin Jackson, President

Ebola M. Jackson
Ebola Jackson, Secretary

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 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.

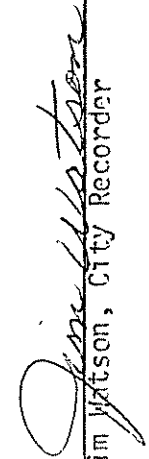
Section 5. Ordinance No. 648 and 679 and any ordinances or parts thereof in conflict herewith are hereby repealed.

Passed by the City Council this 26th day of FEB., 1974.

Approved by the Mayor this 27th day of FEB., 1974.



Dr. RILEY L. ALLEN, Mayor



JIM WATSON, City Recorder

32 GALLON CAN

MONTHLY CHARGE

<u># CANS</u>	<u>WITHIN 25 FEET OF CURBSIDE OR ALLEY</u>	<u>BACKYARD PICKUP</u>
1	\$3.00	\$3.25
2	4.25	4.50
3	5.50	5.75
4	6.75	7.00
5	8.00	8.25
 TWICE WEEKLY		
1	\$6.00	\$6.25
2	8.50	8.75
3	11.00	11.25
4	13.50	13.75
5	16.00	16.25
 THRICE WEEKLY		
1	\$9.00	\$9.25
2	12.75	13.00
3	16.50	16.75
4	20.25	20.50
5	24.00	24.25
 DAILY		
1	\$18.00	
2	25.50	
3	33.00	
4	40.50	
5	48.00	
MINIMUM CHARGE	\$ 2.00	

CONTAINERS (Includes \$5.00/month on 1 yard container and \$7.50/month on 1½ yard container)

<u># PICKUP PER WEEK</u>	<u>1 YD.</u>	<u>1½ YD.</u>
1	\$15.50	\$20.50
2	26.00	36.00
3	36.50	48.50
4	47.00	62.00
5	57.50	74.50
6	68.00	88.00

CONTAINER (Special Use) PER PICKUP

<u>1 YD.</u>	<u>1½ YD.</u>
\$3.75	\$5.00

MINIMUM CHARGE (Includes 1 Pickup)

<u>1 YD.</u>	<u>1½ YD.</u>
\$5.00	\$7.50

Additional can for Cleanup - 12½ cents per can or \$8.00 per hour, whichever is greater.