

ORDINANCE NO. 6

AN ORDINANCE GRANTING TO HAHN SANITARY SERVICE, CLARENCE HAHN, OWNER, A FRANCHISE FOR GARBAGE COLLECTION; PROVIDING FOR THE RATES AND REGULATION OF SUCH GARBAGE COLLECTION; AND PROVIDING A PENALTY FOR THE VIOLATION HEREOF.

The City of Lakeside ordains as follows:

Section 1. Definitions.

The term "garbage" as used herein shall be interpreted to mean and include all sorts of waste, animal and vegetable matter, rubbish, trash, ashes, tin cans, and other waste matter generally, and which shall embrace articles and things ordinarily and customarily discarded from business and domestic establishments and usually hauled away and destroyed, for the purpose of promoting cleanliness and health of the City.

Section 2. Franchise.

Subject to the conditions hereinafter contained, the City of Lakeside hereby grants to Hahn Sanitary Service, Clarence Hahn, owner, hereinafter referred to as Grantee, the exclusive right, privilege, and franchise to collect, move, and transport garbage over the streets of the City from January 1, 1975, to December 31, 1979; provided, however, that nothing herein contained shall prohibit any person from hauling and transporting his own garbage over said streets; provided further that nothing herein contained shall prohibit anyone from hauling or transporting over said streets without charge the garbage of such persons as Grantee is unable to serve.

Section 3. Franchise Fee and City Garbage.

In consideration of said franchise, Grantee agrees to provide to City the following services in lieu of money:

Removal of garbage belonging to the City at such times as shall be requested by the City, such services by the Grantee to be without charge to the City. Grantee shall install at least six cans and/or street refuse containers (of the capacity and weight

shown in the attached Schedule of Rates), and the Grantee shall also regularly and at suitable periods empty the same without charge to the City.

Section 4. Regulations and Services.

All garbage collected within the City shall be promptly hauled away and removed by the Grantee. Grantee shall at all times use proper and suitable equipment for the hauling and transportation of garbage. All equipment for the handling of garbage, including ashes and rubbish, shall be covered, and all equipment for handling liquids shall be equipped with metal bodies, water-tight and drip-proof; said equipment shall at all times be kept in good condition; the Grantee shall add to its equipment or replace it as it may become necessary in a proper and sanitary manner to collect the garbage within the City limits and transport the same as herein provided. All equipment shall be sterilized as often as may be directed by the Health Officer of the City of Lakeside or by the County Sanitarian, and there shall be at all times equipment available for use by the Grantee to remove all garbage subject to the terms hereof.

The Grantee shall make collection of garbage throughout the City at least once weekly, and shall be required to furnish service to all residents of said City requesting and paying for the same.

Grantee shall comply with all lawful rules and regulations of the State of Oregon, City and County Sanitarian in the collection, hauling of garbage, and the disposal thereof.

Grantee shall abide by all the terms, conditions and regulations of all Ordinances of the City which are now in effect or may be hereafter enacted, in conduct of their operations hereunder.

Section 5. Rates.

The schedule of rates to be...

garbage hauled by Grantee is attached hereto, marked Exhibit "A" and hereby made a part hereof.

Section 6. Change in Rates.

The City shall at all times have the right to change, modify, and regulate the rates as set forth in Exhibit "A" attached hereto, providing other or different classifications thereof. No such change, however, shall be made except on at least five days' notice to Grantee, which notice may be served by mail and addressed to Grantee at 2559 Bowman Road, Reedsport, Oregon, and date of mailing thereof shall be deemed and considered the date of serving. Any such change made by the City shall first be found by a majority vote of the Council to be reasonable and in keeping with conditions then prevailing.

Section 7. Assignment.

This franchise shall not be assignable by the Grantee except upon prior written consent of the City duly authorized by the Council.

Section 8. Punishment.

Any person found guilty of any violation of any provision of this Ordinance shall be subject to a fine of not to exceed \$100.00, or imprisonment in the discretion of the Judge.

Section 9. Default - Cancellation.

If Grantee fails to perform any of the terms or conditions of this franchise, the City may cancel this franchise. No cancellation, however, shall be made except after a hearing before the Council. At least five days' written notice of said hearing shall be given to Grantee in the same manner as in Section 6. The determination by the Council after such hearing as to whether Grantee has committed default hereunder shall be final and binding on the Grantee.

The foregoing Ordinance was duly passed by the Council

of the City of Lakeside this 16th day of JANUARY,
1975.

APPROVED:

Thomas Friend
Mayor

ATTEST:

[Signature]
Recorder

Accepted by the undersigned individual
contractor this 16 day of Jan,
1975.

HAHN SANITARY SERVICE

By Clarence Hahn
Clarence Hahn, Owner

GARBAGE RATE SCHEDULE

Effective January 1, 1975

The Operator shall retain ownership of the containers and make the following charges to the Consumer. The charges shall be for the full capacity of each container furnished.

NUMBER OF STOPS PER WEEK & CHARGES PER MONTH

	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
<u>ONE-YARD CONTAINERS</u>						
One 1-yard Container	12.50	21.00	30.50	39.00	47.50	56.00
Two 1-yard Containers	23.50	39.00	56.50	72.00	87.50	103.00
Each Additional Container	11.00	18.00	25.00	32.00	39.00	46.00
<u>ONE & ONE-HALF YARD CONT.</u>						
One 1-1/2 yard Container	20.50	30.00	45.00	58.50	70.50	84.00
Two 1-1/2 yard Containers	30.75	45.00	67.50	87.75	105.75	126.00
Each Additional Container	19.00	27.00	40.50	57.50	62.00	74.00

SCHEDULE OF RATES

Effective January 1, 1975

RESIDENTIAL

ONE STOP PER WEEK SERVICE

Standard can

Not to exceed 30 gallons

1 can	\$2.50 per month
2 cans	4.00 per month
Each additional can	1.50 per month

COMMERCIAL RATES

ONE STOP PER WEEK SERVICE

Standard can

Not to exceed 30 gallons

1 can	\$3.00 per month
2 cans	4.50 per month
Each additional can	2.00 per month

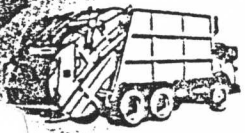
TWO STOPS PER WEEK SERVICE

1 can	\$6.00 per month
2 cans	9.00 per month
Each Additional can	3.00 per month

One Flight of Stairs 25 per cent additional
 Two Flights of Stairs 50 per cent additional
 Up or Down

BULK TRASH PICKUP RATES

Per hour charge/pickup truck (1 man)	\$14.50
Per hour charge/packer truck (1 man)	17.00
Additional Man	8.00



Horning Brothers Sanitary Service

2752 Ridgeway Drive

Reedsport, Oregon 97467

271-4117

November 10, 1978

Lakeside City Council
9th Street
Lakeside, Oregon 97449

Dear Council Members:

The higher cost of virtually all maintenance and services is making it necessary for Horning Bros. Sanitary Service to request an adjustment in rates for residential and commercial can and container services from the existing rates established in 1973.

Our expenses have increased approximately 31.9% since we began Horning Bros. Sanitary Service on October 1, 1975.

Containers.....	24.9%
Dues.....	37.0%
Gasoline.....	11.6%
Insurance.....	79.4%
Labor for repairs..	48.1%
Office Expenses....	16.0%
Telephone.....	24.4%
Tires.....	27.6%
Wages.....	18.0%

3 year average..... 31.9%

On the enclosed schedules you will find our existing and proposed rates and the existing rates of neighboring communities.

We trust the foregoing changes in our rate structure will meet with the approval of the Council and become effective January 1, 1979.

Sincerely,

Donald J. Horning
Donald J. Horning

Patricia A. Horning
Patricia A. Horning

Ronald J. Horning
Ronald J. Horning

Rose Anne Horning
Rose Anne Horning,
Partners

HORNING BROS. SANITARY SERVICE

LAKESIDE, OREGON
 CHARGES FOR CAN AND CONTAINER SERVICES

The operator shall retain ownership of the containers and make the following charges to the consumer. The charges shall be for the full capacity of each container furnished.

EXISTING RATES EFFECTIVE JULY 1, 1973

NUMBER OF STOPS PER WEEK & CHARGES PER MONTH

ONE-YARD CONTAINERS

	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
One 1-yard Container	12.50	21.00	30.50	39.00	47.50	56.00
Two 1-yard Containers	23.50	39.00	56.50	72.00	87.50	103.00
Each Additional Container	11.00	18.00	25.00	32.00	39.00	46.00

ONE & ONE-HALF YARD CONT.

One 1½ yard Container	20.50	30.00	45.00	53.50	70.50	84.00
Two 1½ yard Containers	30.75	45.00	67.50	87.75	105.75	126.00
Each Additional Container	19.00	27.00	40.50	57.50	62.00	74.00

PROPOSED RATES EFFECTIVE JANUARY 1, 1979

NUMBER OF STOPS PER WEEK & CHARGES PER MONTH

ONE-YARD CONTAINERS

	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
One 1-yard Container	15.00	25.00	36.50	47.00	57.00	67.00
Two 1-yard Containers	28.00	47.00	63.00	86.00	105.00	123.50
Each Additional Container	13.00	21.50	30.00	38.50	47.00	55.00

ONE & ONE-HALF YARD CONT.

One 1½ yard Container	24.50	36.00	54.00	70.00	84.50	101.00
Two 1½ yard Containers	37.00	54.00	81.00	105.00	127.00	151.00
Each Additional Container	23.00	32.50	48.50	69.00	74.50	89.00

TWO-YARD CONTAINERS

One 2-yard Container	29.25	43.75	71.00	91.50	111.00	130.50
Two 2-yard Containers	54.50	91.50	132.50	168.00	204.75	240.50
Each Additional Container	25.50	42.00	58.50	75.00	91.50	107.25

HORNING BROS. SANITARY SERVICE

RESIDENTIAL RATES

ONE STOP PER WEEK SERVICE

Standard can not to exceed
32 gallons

Existing rate.

Proposed rate

1 can	\$2.50 per month	\$3.00 per month
2 cans.....	4.00 per month	4.50 per month
Each additional can.....	1.50 per month	1.75 per month

COMMERCIAL RATES

ONE STOP PER WEEK SERVICE

Standard can not to exceed
32 gallons

1 can.....	\$3.00 per month	\$3.50 per month
2 cans.....	4.50 per month	5.00 per month
Each additional can.....	2.00 per month	2.25 per month

COMMERCIAL RATES

TWO STOPS PER WEEK SERVICE

1 can.....	\$6.00 per month	\$6.50 per month
2 cans.....	9.00 per month	9.50 per month
Each additional can.....	3.00 per month	4.00 per month

One flight of stairs 25 per cent additional
Two flights of stairs 50 per cent additional
Up or Down

BULK TRASH PICKUP RATES:

Per hour charge / pickup truck (1 man)...	\$14.50	\$17.50
Per hour charge / packer truck (1 man)...	17.00	20.50
Additional Man.....	8.00	9.50