

ORDINANCE BILL NO. 9 FOR 1954

ORDINANCE NO. 273

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO A CONTRACT ON BEHALF OF THE CITY WITH L. B. THOMPSON FOR THE REMOVAL OF SLUDGE FROM THE CITY SEWAGE DISPOSAL PLANT AND DECLARING AN EMERGENCY

THE CITY OF SWEET HOME DOES ORDAIN AS FOLLOWS:

Section 1. The Mayor and City Manager are hereby authorized and directed to enter into a written agreement with L. B. Thompson of RFD #2, Box 169, Sweet Home, Oregon, in words and figures as follows:

THIS AGREEMENT, between the CITY OF SWEET HOME, Linn County, Oregon, a municipal corporation, and L. B. THOMPSON, RFD#2, Box 169, Sweet Home, Oregon,

W I T N E S S E T H:

The City desires to dispose of the wet sludge from the City Sewage Disposal Plant at Sweet Home, Oregon, and Thompson desires to remove and use said sludge, so in consideration of the mutual promises and agreements herein, the parties agree as follows:

1. Thompson shall have the exclusive privilege of removing the wet sludge from the Sweet Home City Sewage Disposal Plant at Sweet Home for a period of five years from the date hereof upon the conditions contained in this agreement.
2. Thompson shall remove all of said sludge from time to time as wet sludge at such times and intervals as are required for the proper operation of the sewage plant, PROVIDED, HOWEVER, that during those periods of the year when it is not practical to haul wet sludge by reason of weather conditions, Thompson may permit the sludge to accumulate in the drying beds so long as sludge is removed at such times and intervals as will prevent the over-crowding of the drying beds and will not obstruct the proper operation of the sewage plant.
3. Thompson will at his own expense provide, maintain and operate a suitable tank truck for the removal of said sludge and will provide and pay for all labor, materials, insurance, permits, licenses, and other expenses and requirements connected with the removal and hauling of the sludge.
4. Thompson shall in all respects comply with all applicable provisions of law and regulations of any state or county authorities concerning the removal, hauling, placing and use of said sludge.
5. The City shall provide and maintain appropriate

facilities for loading of the sludge from the disposal plant. Thompson shall provide the labor, equipment and materials necessary to load sludge which has accumulated in the drying beds.

6. Thompson and his employees shall at all times use reasonable care to avoid damage to city property and to avoid interference in any way with the proper and convenient operation of the sewage disposal plant. At no time shall Thompson or any of his employees draw sludge from the disposal plant except in the presence or with the express permission of a duly authorized employee of the City.

7. In every matter pertaining to this contract, Thompson is and shall be an independent contractor, and neither the City, its employees nor its officers shall have the right to direct Thompson or any of his employees in their performance of this contract except to require compliance with the terms hereof. Thompson shall pay all taxes, wages, and other expenses which might be or become a lien or claim of lien promptly and before the same are overdue.

8. In the event of breach of or non-compliance of this agreement on the part of Thompson, the City shall give Thompson a five-day written notice by mail at his address as stated herein stating the breach or non-compliance complained of and if such breach or non-compliance is not fully cured within five days after the delivery of such notice, the City may at its option cancel this agreement but shall not be required to do so.

9. This agreement contains the entire agreement between the parties and states the whole consideration of the agreement. Neither party is required by this agreement to pay any sum of money to the other party as the consideration of the performance of this contract.

10. This agreement is subject to assignment to the successors, heirs, representatives or assigns of either party.

IN WITNESS WHEREOF, this agreement has been executed in duplicate at Sweet Home, Oregon, this 30 day of April, 1954.

CITY OF SWEET HOME

BY


AS Mayor

BY


As City Manager

L. B. Thompson
RFD 2, Box 169
Sweet Home, Oregon

Section 2. It is necessary that arrangements be made promptly for the removal of the sludge from the City Sewage Disposal Plant and the Council deems it expedient that this ordinance

take effect immediately, and this ordinance shall be in effect immediately upon its passage by the Council and approval by the Mayor.

Passed by the Council and approved by the Mayor this 30th day of April, 1954.


Mayor

ATTEST:


City Manager

First reading: April 27, 1954

Second reading: April 27, 1954.