

ORDINANCE NO. 31B

ORIGINAL

]An ordinance amending No. 31 which granting Jack Young Sanitary Inc. an exclusive franchise to provide residential sanitary pickup service in the City of Maywood Park, Oregon.

Be it ordained and resolved that effective January 31, 1999 the City of Maywood Park amends the following:

Section XVI. Right of Pass through of Additional Costs

Is amended to add:

"... METRO fee increases." Likewise, if expenses become reduced, city has a right to ask for these expense reductions be passed through to the ratepayers.

Section V. Franchise Term

.... 5 years starting January 1, 1999 continuing through December 31, 2004 when contract will renew, upon approval.

Section X. A 4. Plastic Milk Containers

Title amended to: Plastic Beverage Containers w/neck

Section XIV. Yard Debris

A. Yard debris will be picked up weekly during the months of May – October and the first pick up day of each month, November – April.

Section XV. Community Cleanup Days

A. The Franchisee will provide 2 days ; Spring and Fall – free gratis containers and crew, as well as disposal, tipping, etc., fees - for yard debris cleanup.

B. Omitted

Passed and Approved By the City Council on 19th day of JANUARY, 1999.

CITY COUNCIL
CITY OF MAYWOOD PARK

Mark Hardie
Mark Hardie, Mayor
City of Maywood Park

Paul M. Pietrzyk
Paul M. Pietrzyk, President
Jack Young Sanitary

ATTEST:

Jean Farrell
Jean Farrell, Recorder

JACK YOUNG SANITARY, INC.
6849 NE 47th Avenue
Portland, Oregon 97213

ORIGINAL

February 2, 1996

Honorable Jeffrey C. Steffen, Mayor
City of Maywood Park
4510 NE 102nd, Annex #1
City of Maywood Park, OR 97220

Re: Jack Young Sanitary/Refuse Collection Franchise

Dear Mayor Steffen:

The purpose of this letter is to memorialize the agreement reached between the City of Maywood Park and Jack Young Sanitary, Inc. Regarding the residential refuse collection in the City of Maywood Park, the City has consented to our subcontracting the physical collection of garbage, recycling materials and yard debris to Fred Wunsch, who is experienced and familiar with garbage collection generally and with whom Jack Young Sanitary has an ongoing business relationship relating to refuse collection. As we agreed, Mr. Wunsch will collect the Maywood route on Thursdays instead of the current collection day of Friday.

Notwithstanding this sub-contract to Mr. Wunsch, Jack Young Sanitary will remain the franchisee and will remain fully responsible to the City for all of our obligations under the franchise agreement. Jack Young Sanitary will continue to be responsible to make the recycling payments and the 5 percent franchise fee payments directly to the City of Maywood Park. In addition, Jack Young Sanitary or Marine Drop Box, Inc., another corporation which Paul Pietrzyk owns, will take care of the semi-annual clean-up tasks currently required by the franchise agreement and may be involved in other aspects of the franchise as well.

Honorable Jeffrey C. Steffen, Mayor
City of Maywood Park
February 2, 1996
Page 2

I would appreciate your indicating the City's consent to the foregoing by countersigning this original letter and returning it to me. A copy is enclosed for your file.

Sincerely,

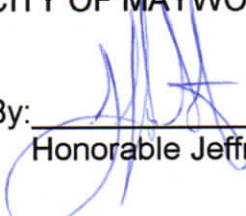
JACK YOUNG SANITARY, INC.

By: 
Paul M. Pietrzyk, President

TJM:dmm
cc: Fred Wunsch
✓ Honorable Jeffrey C. Steffen

IT IS SO AGREED:


CITY OF MAYWOOD PARK

By: 
Honorable Jeffrey C. Steffen, Mayor

The City Council hereby declares an emergency, declaring that this ordinance is immediately necessary to secure the general public's health and general welfare of the citizens of Maywood Park. This ordinance shall take effect and be in force immediately.

Passed and approved by the City Council on the 19th day of February, 1996.

ATTEST:


Jean M. Farrell, Recorder