

**ORDINANCE No. 598**  
**CITY OF DAYTON, OREGON**

*An Ordinance Amending the City's Solid Waste Collection Franchise to clarify the solid waste collection rate adjustment process*

**WHEREAS**, the City's solid waste collection franchisee desires to clarify the solid waste rate adjustment process set forth in the City's Solid Waste Collection Franchise (Franchise); and

**WHEREAS**, the City Council desires to amend the Franchise; and

**WHEREAS**, the City passed Ordinance No 595 adopting the Franchise on April 5, 2010 .

**The City of Dayton ordains as follows:**

**Section 1:** The City of Dayton hereby amends the Franchise as set forth in Exhibit A which is attached and incorporated by reference herein.

**Section 2:** This ordinance will be effective thirty (30) days after adoption by the City Council.

Passed and Adopted by the Council on this 2nd day of August, 2010.

Mode of Enactment:

Date of first reading: 6/21/2010 In full \_\_\_\_\_ or by title only

Date of second reading: 8/2/2010 In full \_\_\_\_\_ or by title only

No Council member present at the meeting requested that the ordinance be read in full.

A copy of the ordinance was provided to each Council member; three copies were provided for public inspection in the office of the City Recorder not later than one week before the first reading of the Ordinance.

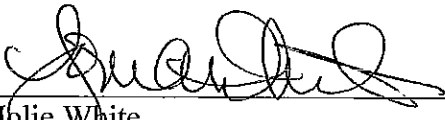
Final Vote:

**In Favor:** Evers, Frank, Hensley, White & Wytoski

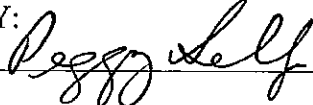
**Opposed:** None

**Absent:** Blackburn & Dickson

**Abstained:** None

  
\_\_\_\_\_  
Jolie White  
Mayor

8/16/2010  
Date of Signing

ATTESTED BY:   
\_\_\_\_\_  
Peggy Selberg,  
City Recorder  
{00098133; 1 }

8/2/2010  
Date of Enactment

**EXHIBIT A**  
**AMENDMENT #1 to SOLID WASTE COLLECTION FRANCHISE**

This First Amendment to the Solid Waste Collection Franchise (Franchise) dated AUGUST 2, 2010 is made this 1<sup>st</sup> day of August, 2010 by and between City of DAYTON (the "Franchisor" or "City") and Western Oregon Waste, an Oregon corporation (the "Franchisee").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

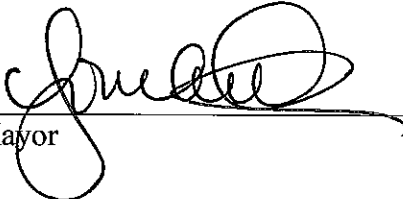
The Franchise is hereby amended as follows:

1. Article VI, Section (g) shall be amended to read:
  - a) Except as provided in subsection (h) of this section, a cost of living rate adjustment shall be made annually according to the following procedures:
    - i) Commencing on July 1, 2011 and on July 1 of each year thereafter (the Adjustment Date) throughout the term of the Franchise, the rates shall be adjusted in a percentage amount equal to the percent change in the Consumer Price Index for all Urban Consumers for West-B/C, All Items (the Index) and reported for April of the current year compared to April for the previous year, as published by the Bureau of Labor Statistics
    - ii) Should the percent change to the Index exceed 4.0%, the cost of living adjustment shall be capped at 4.0%.
    - iii) The Franchisee shall submit to the City a notice of a change in the established rates based on the CPI adjustment described in (i) and (ii). This document shall be submitted to the City Manager as soon as possible after April 30 but no later than June 1. Within thirty days following the written notice of a rate change, the City Manager shall
      - (a) Make specific findings on the validity of the change in the CPI;
      - (b) Forward a copy of findings, the franchisee's notice, and a copy of the amended rates to the City Council and the franchisee; and
      - (c) These rates shall become effective on July 1.
    - iv) In the event the Index is no longer published by the Bureau of Labor Statistics, Franchisee and City shall negotiate in good faith to agree upon a suitable replacement index reflective of the cost of living in the franchise area.

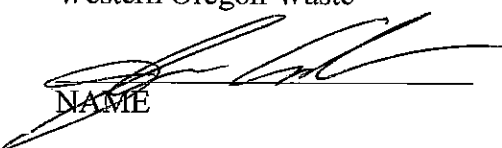
The Franchise, as amended hereby, is in full force and effect. Except as expressly modified by this Amendment, the terms, provisions, covenants and conditions of the Franchise shall remain unchanged and are hereby ratified and confirmed as being in full force and effect. In the event of any conflict or inconsistency between the terms of this First Amendment and the Franchise, the terms of this Amendment shall control.

The parties hereto have executed this First Amendment as of the date first above written.

CITY OF DAYTON

  
\_\_\_\_\_  
Mayor

Western Oregon Waste

  
\_\_\_\_\_  
NAME

CFO  
\_\_\_\_\_  
TITLE