



CITY OF LA PINE, OREGON

SPECIAL CITY COUNCIL MEETING

Wednesday, June 17, 2020 at 10:00 AM

La Pine City Hall: 16345 Sixth Street, La Pine, Oregon 97739

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Hall at (541-536-1432). For deaf, hearing impaired, or speech disabled dial 541-536-1432 for TTY.

AGENDA

1. CALL TO ORDER

2. ESTABLISH A QUORUM

3. PLEDGE OF ALLEGIANCE

4. ORDINANCE NO. 2020-06- AN ORDINANCE OF CITY OF LA PINE AMENDING ORDINANCE NO. 2007-3, WHICH ORDINANCE GRANTED LA PINE DISPOSAL & RECYCLING, INC. AN EXCLUSIVE FRANCHISE AND RIGHT TO PROVIDE SOLID WASTE MANAGEMENT SERVICES IN CITY OF LA PINE, AND CONSENTING TO LA PINE DISPOSAL & RECYCLING, INC.'S ASSIGNMENT, AND ALLIED WASTE TRANSFER SERVICES OF OREGON, LLC'S ASSUMPTION, OF ALL LA PINE DISPOSAL & RECYCLING, INC.'S RIGHTS INTERESTS, AND OBLIGATIONS ARISING OUT OF OR UNDER THE FRANCHISE GRANTED UNDER ORDINANCE NO 2007-3; AND DECLARING AN EMERGENCY- ACTION ITEM

5. PUBLIC COMMENTS

Three (3) minutes per person; when asked to the podium, please state your name and whether you live within La Pine city limits.

6. STAFF COMMENTS

7. MAYOR & COUNCIL COMMENTS

8. ADJOURNMENT

Pursuant to ORS 192.640: This notice includes a list of the principal subjects anticipated to be considered or discussed at the above-referenced meeting. This notice does not limit the ability of the City Council to consider or discuss additional subjects. This meeting is subject to cancellation without notice. The regular meeting is open to the public and interested citizens are invited to attend.

ORDINANCE NO. ~~_____~~ 2020-06

AN ORDINANCE OF CITY OF LA PINE AMENDING ORDINANCE NO. 2007-3, WHICH ORDINANCE GRANTED LA PINE DISPOSAL & RECYCLING, INC. AN EXCLUSIVE FRANCHISE AND RIGHT TO PROVIDE SOLID WASTE MANAGEMENT SERVICES IN CITY OF LA PINE, AND CONSENTING TO LA PINE DISPOSAL & RECYCLING, INC.'S ASSIGNMENT, AND ALLIED WASTE TRANSFER SERVICES OF OREGON, LLC'S ASSUMPTION, OF ALL LA PINE DISPOSAL & RECYCLING, INC.'S RIGHTS, INTERESTS, AND OBLIGATIONS ARISING OUT OF OR UNDER THE FRANCHISE GRANTED UNDER ORDINANCE NO 2007-3; AND DECLARING AN EMERGENCY.

WHEREAS, La Pine Disposal & Recycling, Inc. ("Wilderness"), an Oregon corporation d/b/a Wilderness Garbage & Recycling Service, provides solid waste management services in City of La Pine ("City") in accordance with the franchise terms and conditions provided under City Ordinance No. 2007-3 (the "Franchise Agreement"); and

WHEREAS, Allied Waste Transfer Services of Oregon, LLC ("Republic"), an Oregon limited liability company d/b/a Republic Services of Oregon, has entered into a certain asset sale agreement with Wilderness dated on or about April 28, 2020 (the "Sale Agreement"), pursuant to which Republic ~~acquired~~ will acquire substantially all Wilderness's operational assets (the "Transaction"); and

WHEREAS, in connection with the ~~asset sale transaction contemplated by the Sale Agreement~~ Transaction, Republic desires to acquire all Wilderness's rights, interests, and obligations arising out of and/or under the Franchise Agreement; and

WHEREAS, by letter dated May 14, 2020, Wilderness requested that City consent to Wilderness's assignment of the Franchise Agreement to Republic; and

WHEREAS, subject to the terms and conditions contained in this Ordinance No. ~~_____~~ 2020-06 (this "Ordinance"), the La Pine City Council (the "Council") (a) finds that Republic meets the applicable franchisee requirements under the Franchise Agreement, and (b) desires to consent to the assignment and amend the Franchise Agreement ~~to modify the franchise fee, insurance, and indemnification provisions and requirements contained in the Franchise Agreement~~ as provided under this Ordinance.

NOW, THEREFORE, THE CITY OF LA PINE ORDAINS AS FOLLOWS:

1. Findings; Definitions. The above-stated findings are hereby adopted. Except as otherwise modified under this Ordinance, all capitalized terms used in this Ordinance and not otherwise defined herein have the meanings assigned to them in the Franchise Agreement.

2. Consent to Assignment.

2.1 City consents to Wilderness's assignment of the Franchise Agreement (including Wilderness's franchisee rights and interests arising thereunder) to Republic and Republic's assumption of Wilderness's ~~rights, interest, and~~ obligations arising out of ~~and/~~ or under the Franchise Agreement ~~contemplated under this Ordinance~~, subject to the following terms and conditions: (a) City's consent will not be a waiver of City's right to withhold consent in the event of a subsequent proposed assignment of the Franchise Agreement; and (b) City's consent to the assignment will not (i) modify any Franchise

Agreement terms and/or conditions, except as expressly provided otherwise in this Ordinance, (ii) constitute an actual or implied waiver or release of any condition or obligation contained in the Franchise Agreement, and/or (iii) impair and/or adversely affect City's rights and/or remedies under the Franchise Agreement. ~~From and after the effective date of this Ordinance, references to "franchisee" under the Franchise Agreement will mean Republic.~~

2.2 Notwithstanding anything contained in this Ordinance ~~and/or Sale Agreement~~ to the contrary, (a) Republic unconditionally assumes and will timely and faithfully pay and perform all Wilderness's obligations and/or liabilities arising out of ~~and/~~ or under the Franchise Agreement, whether arising on, before, and/or after the effective date of this Ordinance, and (b) the ~~consent to~~ assignment provided under this Section 2 does not operate to release Wilderness from any obligations and/or liabilities arising out of or under the Franchise Agreement. Wilderness remains liable under the Franchise Agreement.

3. Amendment No. 1. Republic will pay the franchise fee required under Section 2E. of the Franchise Agreement. Effective as of July 1, 2021. Section 2E of the Franchise Agreement is amended to read in its entirety as follows:

"Section 2E: Franchise Fee. In consideration of the rights, privileges, and franchise granted by City to the franchisee under this ~~Ordinance~~ordinance, the franchisee will pay the City a franchise fee equal to seven percent (7%) of the franchisee's gross revenues. For purposes of this Section 2E, the term "gross revenues" means all revenues (gross) derived from the franchisee's provision of solid waste management for solid waste and recyclable materials (and all other services) under this ordinance."

As of July 1, 2021, Republic will pay the increased franchise fee (i.e., 7% of franchisee's gross revenues) under Section 2E of the Franchise Agreement.

4. Amendment No. 2. Section 2F(1)(b) of the Franchise Agreement is amended to read in its entirety as follows:

"(b) At its cost and expense, obtain and maintain in full force and effect during the term of this ordinance (and for a period of two years immediately thereafter) the following insurance coverage and their respective minimum limits: (a) workers' compensation insurance within statutory limits; (b) employer's liability insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (c) comprehensive general liability insurance with limits of not less than \$3,000,000 for bodily injury or death to each person, \$3,000,000 for property damage resulting from any one accident, and \$3,000,000 for all other types of liability; and (d) automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by franchisee and its employees with limits of \$1,000,000 for each person, \$3,000,000 for each accident. Each liability insurance policy franchisee is required to obtain and maintain under this Section 2F(1)(b) will name City and its officers, employees, and agents as additional insureds via blanket-form endorsement. No cancellation, expiration, modification, or ~~reduction in amount or scope~~ material change of insurance coverage is permitted without franchisee providing City thirty (30) days' prior written notice. All insurance franchisee is required to obtain and maintain under this Section 2F(1)(b) will be issued only by insurance companies licensed in Oregon. Within ten (10) days after City's

written request, franchisee will provide City with [Acord form](#) certificates of insurance and [blanket-form](#) endorsements evidencing franchisee's compliance with this Section 2F(1)(b). Notwithstanding anything contained in this ~~Ordinance~~ [ordinance](#) to the contrary, City may increase the minimum levels of insurance franchisee is required to carry under this Ordinance by providing franchisee ninety (90) days' prior written notice. All policies of insurance which franchisee is required under this ~~Ordinance~~ [ordinance](#) to carry will provide that the insurer waives the right of subrogation against City [via blanket-form waiver of subrogation endorsement](#)."

5. [Amendment No. 3](#). A new Section 2F(6) is hereby added to the Franchise Agreement to read in its entirety as follows:

"(3) Franchisee will defend, indemnify, and hold City, and each City employee, officer, agent, contractor, and representative, harmless for, from, and against all claims, actions, proceedings, damages, liabilities, losses, and expenses of every kind, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) the acts or omissions of franchisee and/or its Agents (as defined below), whether such acts or omissions are authorized, allowed, or prohibited by this ordinance; (b) franchisee's and/or its Agents' failure to obtain and/or comply with any necessary permits, licenses, and/or laws; (c) the acts or omissions of franchisee and/or its Agents in connection with franchisee's and/or its Agents' use of the right-of-way and/or in providing or offering solid waste management services, whether such acts or omissions are authorized, allowed, and/or prohibited by this ordinance; (d) damage, injury, and/or death to person or property caused ~~directly or indirectly~~ by franchisee and/or its Agents; and/or (e) franchisee's breach and/or failure to perform any franchisee representation, warranty, covenant, and/or obligation under this ordinance. Franchisee's indemnification obligations provided in this Section 2F(6) will survive the termination of this ordinance. For purposes of this Section 2F(6), the term "Agent(s)" means franchisee's affiliates, officers, directors, shareholders, members, managers, employees, agents, contractors, and/or subcontractors."

[6. Rates for Service. As partial consideration for City's consent to the Franchise Agreement's assignment under Section 2 of this Ordinance, and notwithstanding anything contained in the Franchise Agreement and/or this Ordinance to the contrary, Wilderness and/or Republic will not request and/or impose any increase in service rates concerning service provided to customers located in City's incorporated until after July 1, 2021.](#)

[67. Acceptance of Franchise; Reimbursement.](#) Within thirty (30) days after City's passage of this Ordinance, (a) Wilderness and Republic will sign and file with City the written acceptance provided on the attached [Exhibit A](#) (the "Acceptance"), (b) Republic will provide City with certificates of insurance and endorsements evidencing Republic's procurement of the insurance coverages required under the Franchise Agreement, and (c) Republic will pay City \$1,500.00 for costs and expenses City incurred in connection with the amendments and consent to assignment provided under this Ordinance ~~(the "Reimbursement"). If Wilderness and Republic fail to timely file the Acceptance with City, Republic fails to timely provide the required certificates of insurance and endorsements, and/or Republic fails to timely pay the Reimbursement to City in full.~~ [Within five days after the Transaction's closing, Republic and Wilderness will jointly provide City written notice of the Transaction's actual closing date \(the "Closing Date"\). Notwithstanding anything contained in this Ordinance to the contrary, if Wilderness](#)

and/or Republic fail to timely pay and/or perform each party's respective obligations under this Section 7, this Ordinance (and the rights granted to Republic hereunder) will be deemed null and void and will be repealed by City in all respects without further action by City.

78. Full Force and Effect. This Ordinance is hereby made part of the Franchise Agreement. The provisions of the Franchise Agreement that are not amended or modified by this Ordinance remain unchanged and in full force and effect. Republic affirms all Republic's obligations arising out of or under the Franchise Agreement.

89. Interpretation; Severability; Errors. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. All prior and contemporaneous agreements, discussions, understandings, and negotiations, whether written or oral, express or implied, are merged herein, and to the extent inconsistent herewith, are of no further force and effect. The provisions of this Ordinance are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected by order of the Council to cure editorial and/or clerical errors.

10. Emergency Declaration. The Council finds that passage of this Ordinance is necessary for the immediate preservation of the peace, health, and safety of City's citizens. Therefore, an emergency is hereby declared to exist. Subject to the terms and conditions contained in this Ordinance, including Section 7 concerning acceptance and reimbursement, this Ordinance will be deemed in full force and effect on the Closing Date (provided, however, this Ordinance will be deemed null and void and of no further force and effect if the Closing Date does not occur on or before July 30, 2020).

APPROVED AND ADOPTED by the City Council of the City of La Pine and signed by the Mayor this _____ day of _____, 2020.

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Vacancies: _____

By: Daniel Richer, Mayor

ATTEST:

Tracy Read, City Recorder

DRAFT

Exhibit A
Acceptance

The forgoing Ordinance No. 2020-06 adopted by the City of La Pine on June 17, 2020, consisting of ~~4~~5 pages (including this exhibit), is acknowledged, approved, accepted, and agreed upon by Wilderness and Republic.

WILDERNESS:
La Pine Disposal & Recycling, Inc.,
an Oregon corporation d/b/a
Wilderness Garbage & Recycling Service

REPUBLIC:
Allied Waste Transfer Services of Oregon, LLC,
an Oregon limited liability company
d/b/a Republic Services of Oregon

By: _____
Its: _____

By: _____
Its: _____

Dated: _____, 2020

Dated: _____, 2020

DRAFT

ORDINANCE NO. 2020-06

AN ORDINANCE OF CITY OF LA PINE AMENDING ORDINANCE NO. 2007-3, WHICH ORDINANCE GRANTED LA PINE DISPOSAL & RECYCLING, INC. AN EXCLUSIVE FRANCHISE AND RIGHT TO PROVIDE SOLID WASTE MANAGEMENT SERVICES IN CITY OF LA PINE, AND CONSENTING TO LA PINE DISPOSAL & RECYCLING, INC.'S ASSIGNMENT, AND ALLIED WASTE TRANSFER SERVICES OF OREGON, LLC'S ASSUMPTION, OF ALL LA PINE DISPOSAL & RECYCLING, INC.'S RIGHTS, INTERESTS, AND OBLIGATIONS ARISING OUT OF OR UNDER THE FRANCHISE GRANTED UNDER ORDINANCE NO 2007-3; AND DECLARING AN EMERGENCY.

WHEREAS, La Pine Disposal & Recycling, Inc. ("Wilderness"), an Oregon corporation d/b/a Wilderness Garbage & Recycling Service, provides solid waste management services in City of La Pine ("City") in accordance with the franchise terms and conditions provided under City Ordinance No. 2007-3 (the "Franchise Agreement"); and

WHEREAS, Allied Waste Transfer Services of Oregon, LLC ("Republic"), an Oregon limited liability company d/b/a Republic Services of Oregon, has entered into a certain asset sale agreement with Wilderness dated on or about April 28, 2020 (the "Sale Agreement"), pursuant to which Republic will acquire substantially all Wilderness's operational assets (the "Transaction"); and

WHEREAS, in connection with the Transaction, Republic desires to acquire all Wilderness's rights, interests, and obligations arising out of and/or under the Franchise Agreement; and

WHEREAS, by letter dated May 14, 2020, Wilderness requested that City consent to Wilderness's assignment of the Franchise Agreement to Republic; and

WHEREAS, subject to the terms and conditions contained in this Ordinance No. 2020-06 (this "Ordinance"), the La Pine City Council (the "Council") (a) finds that Republic meets the applicable franchisee requirements under the Franchise Agreement, and (b) desires to consent to the assignment and amend the Franchise Agreement as provided under this Ordinance.

NOW, THEREFORE, THE CITY OF LA PINE ORDAINS AS FOLLOWS:

1. Findings; Definitions. The above-stated findings are hereby adopted. Except as otherwise modified under this Ordinance, all capitalized terms used in this Ordinance and not otherwise defined herein have the meanings assigned to them in the Franchise Agreement.

2. Consent to Assignment.

2.1 City consents to Wilderness's assignment of the Franchise Agreement (including Wilderness's franchisee rights and interests arising thereunder) to Republic and Republic's assumption of Wilderness's obligations arising out of or under the Franchise Agreement, subject to the following terms and conditions: (a) City's consent will not be a waiver of City's right to withhold consent in the event of a subsequent proposed assignment of the Franchise Agreement; and (b) City's consent to the assignment will not (i) modify any Franchise Agreement terms and/or conditions, except as expressly provided otherwise in this Ordinance, (ii) constitute an actual or implied waiver or release of any condition or obligation contained in the Franchise Agreement, and/or (iii) impair and/or adversely affect City's rights and/or remedies under the Franchise Agreement.

2.2 Notwithstanding anything contained in this Ordinance to the contrary, (a) Republic unconditionally assumes and will timely and faithfully pay and perform all Wilderness's obligations and/or liabilities arising out of or under the Franchise Agreement, whether arising on, before, and/or after the effective date of this Ordinance, and (b) the assignment provided under this Section 2 does not operate to release Wilderness from any obligations and/or liabilities arising out of or under the Franchise Agreement. Wilderness remains liable under the Franchise Agreement.

3. Amendment No. 1. Republic will pay the franchise fee required under Section 2E. of the Franchise Agreement. Effective as of July 1, 2021, Section 2E of the Franchise Agreement is amended to read in its entirety as follows:

“Section 2E: Franchise Fee. In consideration of the rights, privileges, and franchise granted by City to the franchisee under this ordinance, the franchisee will pay the City a franchise fee equal to seven percent (7%) of the franchisee's gross revenues. For purposes of this Section 2E, the term “gross revenues” means all revenues (gross) derived from the franchisee's provision of solid waste management for solid waste and recyclable materials (and all other services) under this ordinance.”

As of July 1, 2021, Republic will pay the increased franchise fee (i.e., 7% of franchisee's gross revenues) under Section 2E of the Franchise Agreement.

4. Amendment No. 2. Section 2F(1)(b) of the Franchise Agreement is amended to read in its entirety as follows:

“(b) At its cost and expense, obtain and maintain in full force and effect during the term of this ordinance (and for a period of two years immediately thereafter) the following insurance coverage and their respective minimum limits: (a) workers' compensation insurance within statutory limits; (b) employer's liability insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (c) comprehensive general liability insurance with limits of not less than \$3,000,000 for bodily injury or death to each person, \$3,000,000 for property damage resulting from any one accident, and \$3,000,000 for all other types of liability; and (d) automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by franchisee and its employees with limits of \$1,000,000 for each person, \$3,000,000 for each accident. Each liability insurance policy franchisee is required to obtain and maintain under this Section 2F(1)(b) will name City and its officers, employees, and agents as additional insureds via blanket-form endorsement. No cancellation, expiration, modification, or material change of insurance coverage is permitted without franchisee providing City thirty (30) days' prior written notice. All insurance franchisee is required to obtain and maintain under this Section 2F(1)(b) will be issued only by insurance companies licensed in Oregon. Within ten (10) days after City's written request, franchisee will provide City with Acord form certificates of insurance and blanket-form endorsements evidencing franchisee's compliance with this Section 2F(1)(b). Notwithstanding anything contained in this ordinance to the contrary, City may increase the minimum levels of insurance franchisee is required to carry under this Ordinance by providing franchisee ninety (90) days' prior written notice. All policies of insurance which franchisee is required under this ordinance to carry will provide that the insurer waives the right of subrogation against City via blanket-form waiver of subrogation endorsement.”

5. Amendment No. 3. A new Section 2F(6) is hereby added to the Franchise Agreement to read in its entirety as follows:

“(3) Franchisee will defend, indemnify, and hold City, and each City employee, officer, agent, contractor, and representative, harmless for, from, and against all claims, actions, proceedings, damages, liabilities, losses, and expenses of every kind, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) the acts or omissions of franchisee and/or its Agents (as defined below), whether such acts or omissions are authorized, allowed, or prohibited by this ordinance; (b) franchisee’s and/or its Agents’ failure to obtain and/or comply with any necessary permits, licenses, and/or laws; (c) the acts or omissions of franchisee and/or its Agents in connection with franchisee’s and/or its Agents’ use of the right-of-way and/or in providing or offering solid waste management services, whether such acts or omissions are authorized, allowed, and/or prohibited by this ordinance; (d) damage, injury, and/or death to person or property caused by franchisee and/or its Agents; and/or (e) franchisee’s breach and/or failure to perform any franchisee representation, warranty, covenant, and/or obligation under this ordinance. Franchisee’s indemnification obligations provided in this Section 2F(6) will survive the termination of this ordinance. For purposes of this Section 2F(6), the term “Agent(s)” means franchisee’s affiliates, officers, directors, shareholders, members, managers, employees, agents, contractors, and/or subcontractors.”

6. Rates for Service. As partial consideration for City’s consent to the Franchise Agreement’s assignment under Section 2 of this Ordinance, and notwithstanding anything contained in the Franchise Agreement and/or this Ordinance to the contrary, Wilderness and/or Republic will not request and/or impose any increase in service rates concerning service provided to customers located in City’s incorporated until after July 1, 2021.

7. Acceptance of Franchise; Reimbursement. Within thirty (30) days after City’s passage of this Ordinance, (a) Wilderness and Republic will sign and file with City the written acceptance provided on the attached Exhibit A (the “Acceptance”), (b) Republic will provide City with certificates of insurance and endorsements evidencing Republic’s procurement of the insurance coverages required under the Franchise Agreement, and (c) Republic will pay City \$1,500.00 for costs and expenses City incurred in connection with the amendments and consent to assignment provided under this Ordinance. Within five days after the Transaction’s closing, Republic and Wilderness will jointly provide City written notice of the Transaction’s actual closing date (the “Closing Date”). Notwithstanding anything contained in this Ordinance to the contrary, if Wilderness and/or Republic fail to timely pay and/or perform each party’s respective obligations under this Section 7, this Ordinance (and the rights granted to Republic hereunder) will be deemed null and void and will be repealed by City in all respects without further action by City.

8. Full Force and Effect. This Ordinance is hereby made part of the Franchise Agreement. The provisions of the Franchise Agreement that are not amended or modified by this Ordinance remain unchanged and in full force and effect. Republic affirms all Republic’s obligations arising out of or under the Franchise Agreement.

9. Interpretation; Severability; Errors. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as

the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. All prior and contemporaneous agreements, discussions, understandings, and negotiations, whether written or oral, express or implied, are merged herein, and to the extent inconsistent herewith, are of no further force and effect. The provisions of this Ordinance are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected by order of the Council to cure editorial and/or clerical errors.

10. Emergency Declaration. The Council finds that passage of this Ordinance is necessary for the immediate preservation of the peace, health, and safety of City's citizens. Therefore, an emergency is hereby declared to exist. Subject to the terms and conditions contained in this Ordinance, including Section 7 concerning acceptance and reimbursement, this Ordinance will be deemed in full force and effect on the Closing Date (provided, however, this Ordinance will be deemed null and void and of no further force and effect if the Closing Date does not occur on or before July 30, 2020).

APPROVED AND ADOPTED by the City Council of the City of La Pine and signed by the Mayor this _____ day of _____, 2020.

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Vacancies: _____

By: Daniel Richer, Mayor

ATTEST:

Tracy Read, City Recorder

Exhibit A
Acceptance

The forgoing Ordinance No. 2020-06 adopted by the City of La Pine on June 17, 2020, consisting of 5 pages (including this exhibit), is acknowledged, approved, accepted, and agreed upon by Wilderness and Republic.

WILDERNESS:

La Pine Disposal & Recycling, Inc.,
an Oregon corporation d/b/a
Wilderness Garbage & Recycling Service

REPUBLIC:

Allied Waste Transfer Services of Oregon, LLC,
an Oregon limited liability company
d/b/a Republic Services of Oregon

By: _____
Its: _____

By: _____
Its: _____

Dated: _____, 2020

Dated: _____, 2020