

RESOLUTION NO. 30-1996

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AMENDING THE LANDFILL AGREEMENT.

WHEREAS, the City entered into a contract with Regional Landfill, Inc., on June 13, 1983, for the purpose of contracting out landfill services; and,

WHEREAS, said Agreement has been previously amended; and,

WHEREAS, the landfill was purchased by Browning-Ferris, Inc., and said contract was assumed by them; and,

WHEREAS, Browning-Ferris, Inc., has proposed additional amendments to the said contract as amended.


WHEREAS, after review it has been found to be appropriate to amend the Agreement; now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:


PART 1: That the City Council authorizes the Mayor to execute the attached Amendment to the Landfill Agreement.

ADOPTED this 8th day of August, A.D., 1996.

ATTEST:



City Secretary



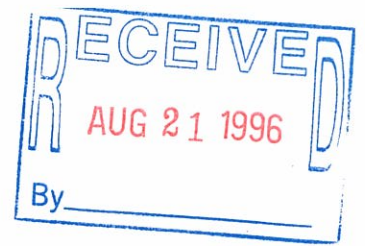
Mayor

APPROVED:



City Attorney

AMENDMENTS TO LANDFILL AGREEMENT



These amendments to that certain Landfill Agreement dated June 13, 1983, as amended, (the "Agreement") are made by and between the City of Abilene, a municipal corporation of Taylor County, Texas ("City") and Browning-Ferris, Inc., a Delaware corporation and successor-in-interest to Regional Landfill, Inc., ("Contractor"). It is mutually agreed by City and Contractor to amend the Agreement only as set forth below. City and Contractor agree that, except solely as modified herein, the terms, provisions, and conditions of the Agreement, as previously amended, shall continue in full force and effect.

This document fully contains the Amendments agreed upon by both parties, and any statements, promises or other representatives concerning the Amendments, whether implied, oral or written, made by either party or agents for either party that are not contained in these written Amendments are not binding or valid.

The Amendments are:

1. Amend Article II, Section B, as amended, by revising only the second paragraph to read as follows:

(See Paragraph 1 in the Amendments to Landfill Agreement dated September 22, 1994.)

"The Base Fee shall become effective October 1, 1994. Effective October 1, 1995, the Base Fee shall be increased to Four and 50/100 Dollars (\$4.50) per cubic yard; effective October 1, 1996, the Base Fee shall be increased to Four and 75/100 Dollars (\$4.75) per cubic yard; and effective October 1, 1997, the Base Fee shall be increased to Five and 00/100 (\$5.00) per cubic yard and shall remain effective through September 30, 1998. On or before April 1, 1998, the City and Contractor shall renegotiate the Base Fee in good faith. If agreement is not reached on a new Base Fee by October 1, 1998, the Base Fee shall be adjusted by the percentage increase of the June CPI-U of the current year over the June CPI-U of the previous year."

(See Paragraph 3 in the Amendments to Landfill Agreement dated September 22, 1994.)

2. Amend Article III, Section F, as amended, to read as follows:

"For the purpose of conducting business with the City, the Contractor shall hereinafter keep the Landfill site open for access to the City and to its residents during at least the following:

AMENDMENTS TO LANDFILL AGREEMENT
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7:00 AM to 5:45 PM, Mondays, Tuesdays, Thursdays, & Fridays
9:00 AM to 5:45 PM, Wednesdays
8:00 AM to 2:45 PM, Saturdays

However, the Landfill site may be closed on any holiday that the City of Abilene is not collecting refuse for disposal."

These changes shall be effective as of October 1, 1996.

IN WITNESS WHEREOF, the parties have executed this Agreement on the
8th day of August, A.D., 1996.

Browning-Ferris, Inc.
(Contractor)

By: [Signature]
Signature
Divisional Vice President
Title: DVP

ATTEST: (If Corporation)

[Signature]
Secretary of Corporation

CITY OF ABILENE
(City)

By: [Signature]
Mayor

ATTEST:

[Signature]
City Secretary (Seal)

APPROVED:

[Signature]
City Attorney

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Browning-Ferris, Inc.
(Contractor)

ATTEST: (If Corporation)

By: [Signature]
Signature
Divisional Vice President
Title: DVP - North Tx

[Signature]
Secretary of Corporation

CITY OF ABILENE
(City)

ATTEST:

By: [Signature]
Mayor

[Signature]
City Secretary (Seal)

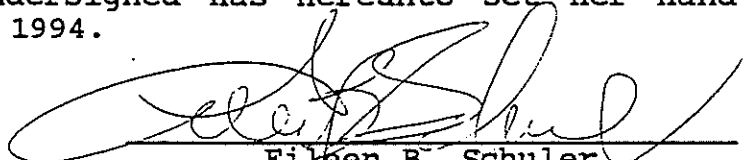
APPROVED:

[Signature]
City Attorney

CERTIFICATE OF ASSISTANT SECRETARY

The undersigned, Assistant Secretary of Browning-Ferris, Inc., a Delaware corporation that is qualified to do business in Texas (the "Company"), does hereby certify on behalf of the Company, that Leander R. Solheid is a duly elected Vice President and holds the additional management title of Divisional Vice President of the Company, that in such capacity he can exercise such power and perform such duties as usually accompanies such office, and implicit in such power is the authority to execute a disposal contract between the Company and the City of Abilene, Texas, and that there is no current intention to remove him from such office.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 20th day of September, 1994.


Eileen B. Schuler
Assistant Secretary

EBS/lh/bid1

