

Resolution No. 7-2005

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 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 been acquired by Allied Waste Systems, Inc., and now operates the landfill through BFI Waste Systems of North America, Inc.; and,

WHEREAS, said agreement as amended calls for a general overall review of the entire Agreement every five years; and,

WHEREAS, after review, it has been found to be necessary to amend the Agreement; and

WHEREAS, the proposed amendment has been set forth in the attached Amendment to Landfill Agreement; now therefore,

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

PART 1: That the City Council authorizes the City Manager to execute the attached Amendment to Landfill Agreement to become effective April 1, 2005 and to remain in effect until April 1, 2010.

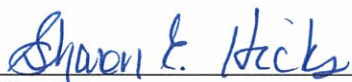
ADOPTED this 24th day of March, A. D., 2005

ATTEST:

  
\_\_\_\_\_  
City Secretary

  
\_\_\_\_\_  
Mayor

APPROVED:

  
\_\_\_\_\_  
City Attorney

## AMENDMENT TO LANDFILL AGREEMENT

This Amendment to that certain Landfill Agreement dated June 13, 1983, as amended, (the "Agreement") is made by and between the City of Abilene, a municipal corporation of Taylor County and Jones County, Texas ("City") and BFI Waste Systems of North America, Inc., a Delaware corporation and successor-in-interest to Browning-Ferris, Inc. 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 amendment agreed upon by both parties, and any statements, promises or other representations concerning the Amendment, whether implied, oral or written, made by either party or agents for either party that are not contained in this written Amendment are not binding or valid.

1. Amend Article I, Section A, of the 1983 agreement, as amended by adding a second paragraph: "For this contract, the point of contact for the city of Abilene shall be the City Manager."

2. Replace Paragraph A. and B. of the 2000 amendment to read as follows:

- A.

Effective **April 1, 2005**, the Base Fee shall be Twenty Dollars (\$20.00) per ton, including State fees, with the exception of Manifested Waste which shall remain at Five Dollars and 75/100 (\$5.75) per cubic yard for loose waste and Five Dollars and 90/100 (\$5.90) per cubic yard for compacted waste.

- B.

The rates shall automatically increase One Percent (1%) each year for the next four (4) years, beginning January 1, 2006. If State Fees increase or decrease, the rates will be adjusted automatically to reflect the increase or decrease.

As a goodwill gesture to show its support of the community, BFI will donate \$665.00 monthly (\$7,980 annually) to Keep Abilene Beautiful, Inc., beginning on the first day of the month following passage of this amendment and will continue throughout this amendment.

IN WITNESS WHEREOF, the parties have executed this agreement on the  
1<sup>st</sup> day of April, A. D. 2005.

CITY OF ABILENE

BFI Waste Systems of  
North America, Inc.

By: [Signature]  
City Manager

By: [Signature]  
Signature

APPROVED:

MATT WOOD  
Printed Name

[Signature]  
City Attorney

ATTEST:

ATTEST:

[Signature]  
City Secretary

\_\_\_\_\_  
Secretary of Corporation

[Handwritten mark]