


A RESOLUTION AUTHORIZING THE MAYOR )  
AND RECORDER TO EXECUTE AMENDMENT #3 )  
TO AGREEMENT WITH OMI FOR OPERATION )  
OF CITY'S WASTEWATER TREATMENT PLANT. )

RESOLUTION NO. 23-A  
for 1983

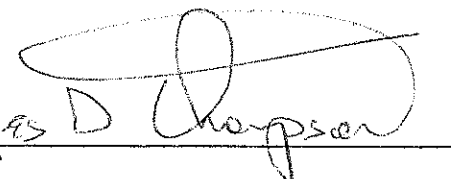
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LEBANON AS FOLLOWS:

Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to execute Amendment #3 to the Agreement between the City of Lebanon and OMI (Operations Management International) to operate the City's Wastewater Treatment Plant. A copy of said Amendment is attached hereto and made a part hereof.

Passed by the Council by a vote of 4 for and 0 against and approved by the Mayor this 14th day of September, 1983.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Recorder

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this 14th day of September 1983, by and between the City of Lebanon and OMI. This is Amendment No. 3 to the Agreement dated the 18th day of June, 1982, between the above named parties for the provision by OMI of Operation and Management Services to the Owner for its Treatment Plant. This Amendment is for the sole purpose of sharing cost savings realized by OMI from the efficient utilization of manpower and other resources at the Treatment Plant and to set forth compensation owing to Owner for the limited use of Owner's equipment at other treatment facilities as described in Appendix A attached.

NOW, THEREFORE, the parties do mutually agree to replace Section 6.1 of Amendment No. 2, dated May 4, 1983, with the negotiated terms as follows:

- 6.1 Owner shall pay to OMI as compensation for services performed in accordance with the provisions of Article 5 herein, except for those additional amounts provided for in Article 5, the Base Fee of Three Hundred Forty Eight Thousand Dollars (\$348,000) annually for each year during the term of this Agreement, with adjustments as hereinafter specified. The adjusted Annual Base Fee shall be paid according to the schedule attached. Owner will pay in accordance with Section 7.1.

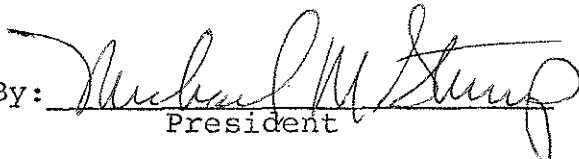
All other terms and conditions remain in effect in accordance with the Agreement and Amendments.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first above written.

OPERATIONS MANAGEMENT  
INTERNATIONAL, INC.  
DBA OMI, Inc. of Oregon

CITY OF LEBANON, OREGON

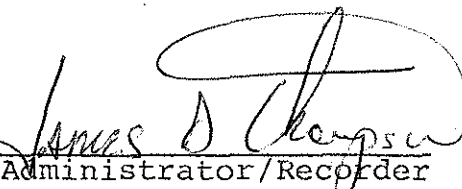
By:

  
President

By:

  
Mayor

By:

  
Administrator/Recorder

Date: September 14, 1983

Date: September 14, 1983

APPENDIX A

The City of Lebanon owns the following equipment to dispose of digested sludge from the wastewater treatment facility.

- o 4000 gallon trailer mounted sludge tank with GMC trailer
- o Tractor with a front end loader accessory
- o Aluminum pipe, spray nozzle and pipe trailer
- o Portable sludge pump

OMI wishes to utilize all or part of the above equipment for the spray application of sludge from the City of Philomath, Oregon wastewater treatment plant for a period of approximately two weeks total each year. As compensation to Owner for the use of said equipment OMI is reducing the Annual Base Fee by One Thousand Dollars (\$1,000). Such reduction is reflected in the Annual Base Fee contained in Amendment 3.

City of Lebanon  
Payment Schedule 1983-1984

<u>Month</u>	<u>Due Date</u>	<u>Invoice Amount</u>
June 1983	June 1, 1983	\$ 29,417.00
July 1983	July 1, 1983	29,417.00
August 1983	August 1, 1983	29,417.00
September 1983	September 1, 1983	29,417.00
October 1983	October 1, 1983	28,791.50
November 1983	November 1, 1983	28,791.50
December 1983	December 1, 1983	28,791.50
January 1984	January 1, 1984	28,791.50
February 1984	February 1, 1984	28,791.50
March 1984	March 1, 1984	28,791.50
April 1984	April 1, 1984	28,791.50
May 1984	May 1, 1984	<u>28,791.50</u>
	Total	\$348,000.00