

A RESOLUTION AUTHORIZING THE MAYOR
AND RECORDER TO EXECUTE AMENDMENT #4
TO AGREEMENT WITH OMI FOR OPERATION
OF CITY'S WASTEWATER TREATMENT PLANT.

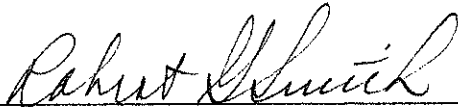
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RESOLUTION NO. 9
for 1984

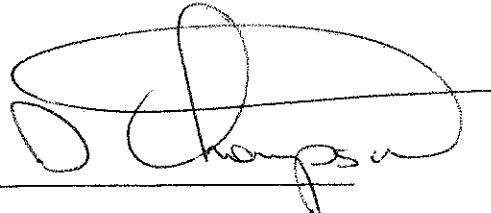
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LEBANON AS FOLLOWS:

Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to execute Amendment #4 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 6 for and 0 against and approved by the Mayor this 14th day of March, 1984.



Mayor

ATTEST:


Recorder

AMENDMENT NO. 4

THIS AMENDMENT is made and entered into this 14th day of March 1984, by the City of Lebanon hereinafter called Owner and Operations Management International Inc. hereinafter referred to as OMI. This is Amendment No. 4 to the Agreement dated the 27th day of May, 1982, between the OMI and Owner.

NOW, THEREFORE, the parties do mutually agree per Article 11 of the Agreement, to replace Sections 2.5; 5.3; 6.1; 6.3; and 10.1 with the negotiated terms as follows:

2.5 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items; (2) major repairs which significantly extend equipment or facility service life and cost more than One Thousand Dollars (\$1,000.00); or (3) expenditures that are planned, non-routine, and budgeted by Owner.

5.3 OMI will bear the Cost of Equipment, Vehicle and Facilities Repair during the term of this Agreement, provided the aggregate amount OMI shall be required to pay does not exceed Ten Thousand Eight Hundred Thirty-Three Dollars (\$10,833.00), for the contract term beginning June 01, 1984 and ending June 30, 1985 (13 months).

Owner will be provided with an accounting of Equipment, Vehicle and Facilities Repair expenditures and will be promptly informed when such expenditures exceed Eight Thousand Dollars (\$8,000) per year. OMI will provide a detailed invoice of Equipment, Vehicle and Facilities Repair expenditures over the Ten Thousand Eight Hundred Thirty- Three Dollars (\$10,833.00) limit to Owner for

reimbursement. Owner will pay said invoice in accordance with Section 7.2.

Items defined as Capital Expenditures are not included within the Scope of Services of this Agreement and will be subject to approval and funding by Owner. OMI has the right to make reasonable emergency Capital Expenditures if such expenditures are necessary to continue operation of the Treatment Plant in order to provide for public safety and environmental protection. Notwithstanding the above, OMI will make best efforts to secure permission from Duly Authorized Representative of Owner to make such expenditures. Owner will reimburse OMI for these emergency Capital Expenditures in accordance with Section 7.2.

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 Sixty Thousand Eight Hundred Dollars (\$360,800) annually for for the last twelve (12) months of the term of this Amendment being the period July 1, 1984 through June 30, 1985. The Base Fee for the first month of the term of this Amendment being the period from June 1, 1984 through June 30, 1984, shall be Twenty Nine Thousand Dollars (\$29,000.00). The Base Fee shall be paid in thirteen (13) monthly installments per the payment schedule attached. Owner will pay in accordance with Section 7.1.

6.3 Owner will pay as additional compensation to OMI, extraordinary increases in electricity and fuel costs. The additional compensation will be calculated based upon the actual consumption of electricity or fuel and

will reflect OMI's actual Costs. Such Costs may be invoiced quarterly. Owner will pay in accordance with Section 7.2. For the contract year beginning June 01, 1984 and ending June 30, 1985 an extraordinary increase will be any accumulated increase over six percent (6%) from the rates in effect on February 10, 1984. This percent will be renegotiated annually in accordance with Section 11.

10.1 The initial term of this Agreement shall be one year and shall commence on the day that services are first rendered by OMI. That date shall be no later than the first day of June 1982, and shall continue in accordance with Article 11, unless terminated as provided by this Article 10. The term of Agreement pursuant to this Amendment Number Four (4) shall be for the period June 1, 1984 through June 30, 1985 (13 months), the latter twelve months of this period constituting the second year of a three year Agreement ending on June 30, 1986.

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

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: Michael M. Stump
President

By: Robert R. Smith
Mayor

By: James D. Johnson
Administrator/Recorder
Date: March 14, 1984

Date: February 27, 1984

City of Lebanon, Oregon
 Agreement with
 Operations Management International, Inc.
 900 Rockmead Drive, Suite 140
 Kingwood, Texas 77339

Payment Schedule

<u>For Service Period</u>	<u>Amount</u>	<u>Invoice Date by OMI</u>	<u>City of Lebanon Payment Due Date</u>
June 1984	\$29,000	May 1, 1984	June 1, 1984
July 1984	30,067	June 1, 1984	July 1, 1984
August 1984	30,067	July 1, 1984	Aug. 1, 1984
September 1984	30,067	Aug. 1, 1984	Sept. 1, 1984
October 1984	30,067	Sept. 1, 1984	Oct. 1, 1984
November 1984	30,067	Oct. 1, 1984	Nov. 1, 1984
December 1984	30,067	Nov. 1, 1984	Dec. 1, 1984
January 1985	30,067	Dec. 1, 1984	Jan. 1, 1985
February 1985	30,067	Jan. 1, 1985	Feb. 1, 1985
March 1985	30,067	Feb. 1, 1985	Mar. 1, 1985
April 1985	30,067	Mar. 1, 1985	Apr. 1, 1985
May 1985	30,067	Apr. 1, 1985	May 1, 1985
June 1985	30,063	May 1, 1985	June 1, 1985

Total Contract Amount - \$389,800

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