

Amend MUD agreement

**VILLAGE OF WATERLOO
RESOLUTION NO. 01-27-15-01**

WHEREAS, the Board of Trustees of the Village of Waterloo entered into an agreement for the sale of water between Metropolitan Utilities District (MUD) and the Village of Waterloo on February 8, 2000 ; and,

WHEREAS, an amendment to the agreement was approved on September 10, 2007; and

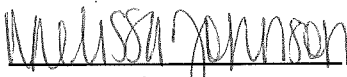
WHEREAS, MUD has submitted a second amendment for approval to change wholesale water rates and capital facility charges.

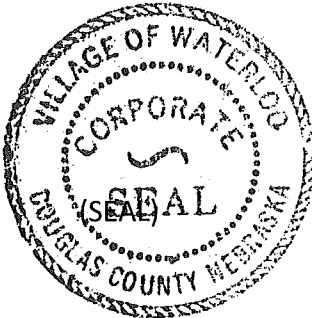
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WATERLOO, NEBRASKA, AS FOLLOWS:

THAT, the amendment submitted by MUD, attached hereto as Exhibit "A", is hereby approved.


PASSED THIS 27 DAY OF January, 2015

ATTEST:


Melissa Johnson
Clerk



Village of Waterloo


Ken Hitchler
Chairperson

**SECOND AMENDMENT TO AGREEMENT FOR THE SALE OF WATER
BETWEEN THE METROPOLITAN UTILITIES DISTRICT OF OMAHA
AND THE VILLAGE OF WATERLOO, NEBRASKA**

THIS AMENDED AGREEMENT, entered this 27 day of January, 2015, between the Metropolitan Utilities District of Omaha, a municipal corporation and political subdivision of the State of Nebraska ("District"), and the Village of Waterloo, Douglas County, Nebraska, a municipal corporation and political subdivision of the State of Nebraska ("Village").

WITNESS:

WHEREAS, the Village and the District entered into an agreement ("Original Agreement") dated February 8, 2000, for the purchase of wholesale water by the Village; and

WHEREAS, the Original Agreement was amended on September 10, 2007 ("First Amendment"); and

WHEREAS, the District's Board of Directors has recently revised the District's Wholesale Water Rate that requires clarifications be made to Section VIII of the Original Agreement as amended by the First Amendment.

NOW, THEREFORE, in consideration of the mutual promises of the District and the Village contained in this Second Amendment and under the authority of Neb. Rev. Stat. §§14-2101 et seq., it is agreed as follows:

1. Section VIII of the Original Agreement as amended by the First Amendment shall be amended to read as follows:

RATES AND CHARGES: Village shall pay rates and charges as follows:

1. **WHOLESALE WATER RATE:** Village shall pay the District, prior to the 15th day of every month, for services rendered the previous month, such rates and charges as are set forth in Schedule WWS, the District's schedule for wholesale water service, as that schedule may be from time to time amended by the District's Board of Directors. A copy of the current Schedule WWS is attached, but such Schedule may be amended from time to time.

2. CAPITAL FACILITIES CHARGES: Village shall pay to the District a capital facilities charge based upon the size(s) of meter(s) used at the Connection(s) and Point(s) of Delivery as set out in Section II. At this point of time, no Capital Facilities charges are owed by the Village; however, in the event it becomes necessary to add additional wholesale meters to meet the demand levels of Village, or upsize existing wholesale meters, new Capital Facilities Charges will be due. Any new Capital Facilities Charges necessitated by upsizing existing wholesale meters will be the difference in the amount of current Capital Facilities Charges for the existing wholesale meters and the current Capital Facilities Charges for the upsized meter as set forth in the District's Capital Facilities Charges schedule as that schedule may be amended from time to time by the District's Board of Directors. Any Capital Facilities Charges necessitated by adding wholesale meters to meet the demand levels of Village will be based upon the Capital Facilities Charges schedule referenced herein. A copy of the current Capital Facilities Charges schedule is attached, but said schedule may be amended from time to time.

3. REBATE: This section shall be deleted in its entirety.

2. This Second Amendment supersedes the First Amendment and the Original Agreement as outlined above. In all other respects, the terms and conditions of the Original Agreement and First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the District and the Village execute this agreement through their duly authorized officers.

ATTEST:

METROPOLITAN UTILITIES DISTRICT
OF OMAHA

Scott L. Keep
Name

By: Scott L. Keep
President

President
Title

ATTEST:

THE VILLAGE OF WATERLOO, NEBRASKA

Melissa Johnson
Name

By: Kenneth J. Hildebrand
Name

Village Clerk
Title

Chairperson
Title

APPROVED AS TO FORM:

Ronald E. Brubaker 1-30-15
Metropolitan Utilities District
General Counsel

N/A
Waterloo City Attorney
per Melissa Johnson