

**FIRST AMENDMENT TO
AMENDED AND RESTATED SERVICE CONTRACT
BETWEEN
LITTLE BLUE VALLEY SEWER DISTRICT
AND
LEE’S SUMMIT, MISSOURI**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED SERVICE CONTRACT is entered into by and between LITTLE BLUE VALLEY SEWER DISTRICT, a body corporate and politic duly organized and existing under the laws of the State of Missouri (hereinafter referred to as the “District”), and LEE’S SUMMIT, MISSOURI (hereinafter referred to as the “Public Entity”), on or about _____ (hereinafter referred to as the “Contract”).

WITNESSETH:

WHEREAS, the parties hereto desire to amend the Contract.

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. Section 504(a)1 is hereby deleted and the following is inserted in lieu thereof:

SECTION 504. The Contract Sum

(a) The Contract Sum shall be the proportionate charge from time to time imposed by the District on Public Entity, which charge shall bear the same proportionate relationship to the total of all charges imposed by the District on all consumers comprised of Volume Related Costs, Administrative Costs, Meter Costs and Pretreatment Costs, as follows:

1. Volume Related Costs - Volume Related Costs are those costs directly attributable to the flow. These costs include Debt Service Costs, certain Operation and Maintenance Costs and other costs as may be approved by the Board of Trustees from time to time. Public Entity's portion of the Volume Related Costs will be allocated based on Public Entity's contributed percentage of the District's flow.

For the purpose of budget development and billing, Public Entity's contributed annual flow will be projected based on an amount equal to the average of the preceding 20 quarters of Public Entity's actual measured flow times 4.

If, for any reason, 20 quarters of flow information is not available from Public Entity, an annual average using available data will be used to determine Public Entity's contributed flow. The Board of Trustees shall review such projected flow calculation for reasonableness and determine any readjustments.

All Users' projected flow will be added together to determine the total projected flow of the District. This total projected flow for the District will then be divided into each User's projected flow to determine the percentage of Volume Related Costs to be billed to that User for the next fiscal year.

A preliminary allocation of Volume Related Costs shall be provided to Public Entity at the time of approval of the Annual Budget. The final allocation will be based on an amount equal to the average of the previous 20 quarters of flow ending September 30 of the prior fiscal year times 4.

No changes will be made to this allocation until the next fiscal year, unless approved by the Board of Trustees.

2. Section 720 is hereby amended to change the address of the Executive Director to 21208 East Old Atherton Road, Independence, Missouri 64058.

3. The parties hereto agree that neither party is in breach of the Contract at this time.

4. This Amendment shall not be effective until all of the Users have approved this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on behalf of the District by the Chairman of the Board of Trustees, and attested by the Secretary of the Board of Trustees, and on behalf of LEE'S SUMMIT, MISSOURI, by its authorized representative at the on the dates shown respectively.

ATTEST:

LITTLE BLUE VALLEY SEWER DISTRICT

By _____
Secretary, Board of Trustees

By _____
Chairman, Board of Trustees

Date _____

Date _____

APPROVED AS TO FORM:

By _____
_____,
Administrator for the District

ATTEST:

LEE'S SUMMIT, MISSOURI

By _____

Title _____

Date _____

By _____

Title _____

Date _____

APPROVED AS TO FORM:

By _____
