

Agreement # _____

**AMENDMENT NO. 2
to
AGREEMENT BETWEEN**

**BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL
and
THE CITY OF LAUDERDALE**

This **AMENDMENT NO. 2 TO AGREEMENT** entered into this 13th day of November 2018, by and between the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, a municipal corporation of the State of Minnesota, d/b/a Saint Paul Regional Water Services (the “Board”), and the **CITY OF LAUDERDALE**, a municipal corporation of the State of Minnesota (“Lauderdale”).

WITNESSETH:

WHEREAS, Lauderdale and the Board entered into an agreement dated December 10, 1997 for the provision of water service by the Board to properties within Lauderdale (the “Agreement”); and

WHEREAS, Article XV of the Agreement allows for amendments to the original agreement, and

WHEREAS, to provide the greatest efficiency and to minimize traffic disruptions and replacement costs, the parties desire that the Board whenever possible perform water main replacement and/or other water system repair work in conjunction with Lauderdale street paving projects.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties mutually agree to amend the Agreement in the manner described below.

1. The following is hereby added to Section 1 of the Agreement:

When it is possible to coordinate Board water facility work with a Lauderdale street paving project, it is mutually agreed:

- a) Lauderdale and Board shall negotiate a Cooperative Cost Share Understanding (the “Understanding”) which shall define the work responsibilities and cost obligations of both parties.
- b) The Understanding shall be approved by Saint Paul Regional Water Services General Manager on behalf of the Board.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Agreement to be executed as of the day and year first above written.

Approved:

**BOARD OF WATER COMMISSIONERS OF
THE CITY OF SAINT PAUL**

Stephen P. Schneider, General Manager

By _____
Matt Anfang, President

Approved as to Form:

By _____
Mollie Gagnelius, Secretary

Assistant City Attorney

By _____
Todd Hurley, Director
Office of Financial Services

CITY OF LAUDERDALE

By _____
Mary Gaasch, Mayor

By _____
Heather Butkowski, City Administrator

- c) The Understanding shall be approved by Lauderdale City Council on behalf of Lauderdale.

Upon completion of work, or periodically during construction, an itemized invoice of charges for the work defined in the Understanding shall be transmitted to the other party. Payment shall be issued within 30 days following review and approval of the charges.

- 2. Except as modified herein, the terms of the Agreement shall remain in full force and effect.

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