

Agreement #
AMENDMENT NO. 1
to
CONTRACT FOR WATER SERVICE
BETWEEN
THE BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL
and
CITY OF MENDOTA, MINNESOTA

This **AMENDMENT NO. 1 TO CONTRACT FOR WATER SERVICE** entered into this 11th day of December 2018, by and between the **BOARD OF WATER COMMISSIONERS**, a municipal corporation of the State of Minnesota, d/b/a Saint Paul Regional Water Services (the "Board"), and the **CITY OF MENDOTA**, a municipal corporation of the State of Minnesota ("Mendota").

WITNESSETH:

WHEREAS, the parties did enter into that certain contract dated May 8, 2018 for the provision of water service by the Board to properties within Mendota (the "Contract"); and

WHEREAS, the parties desire at this time to amend the Contract to change the dates for required payments regarding the installation of a pressure reducing valve.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties mutually agree to amend the Contract as follows:

1. **Article 4. Section 4.2. Board to Maintain System** is hereby amended as shown below. New language is indicated by underline and deletions are indicated by strikethrough.

SECTION 4.2 Board to Maintain System

Except as hereinafter provided, the Board agrees to maintain and make necessary repairs to the waterworks system of Mendota supplied with water by the Board as defined in SECTION 4.1 above and as further defined by the most recent revision of the Legislative Code for the City of Saint Paul, to keep the same in proper repair and condition to prevent any waste of water. Mendota further agrees that the Board may make emergency repairs to the waterworks system of Mendota, and the cost of such maintenance, including street repair shall be at the sole expense of the Board. Notwithstanding the foregoing, the Board and Mendota agree that a pressure reducing valve is necessary to bring pressures in Mendota's mains to a range of operating levels acceptable to the Board. Until such time that this device is installed and operable, the costs of

any repairs and/or maintenance, including surface restoration, which in the opinion of the Board are due to pressures outside of the aforementioned range, shall be at the sole expense of Mendota.

Once this agreement is approved and fully executed, a pressure reducing valve, and the appurtenant improvements required, shall be installed by Board forces as soon as is practicable at a location and in a manner determined by the Board. The cost of the labor, material, and equipment to accomplish the work shall be shared by Mendota and the Board, with 80% of the actual costs borne by Mendota and 20% of the actual costs borne by the Board. Mendota shall pay its share of the actual costs in five (5) equal installments made annually to the Board. The first installment shall be due January 1, 2020~~19~~ and thereafter on the first of January each subsequent year through January 1, 2024~~3~~. The amount of the equal installments shall be provided by the Board to Mendota as soon as all costs have been tabulated. A fully itemized listing of all actual costs shall be provided to Mendota by the Board upon request.

An as-built plan showing all improvements installed to accomplish the installation of the pressure reducing valve shall be provided to Mendota by the Board. The Board will be responsible for ongoing maintenance of these improvements. The Board may elect to replace any of these improvements where the cost of maintenance exceeds the cost of replacement. The actual costs of such replacements will be shared by Mendota and the Board, with 80% of the actual costs borne by Mendota and 20% of the actual costs borne by the Board. Mendota shall pay its share of the actual costs of replacement within thirty (30) days of written invoice provided by the Board. A fully itemized listing of all actual costs of such replacements shall be provided to Mendota by the Board upon request.

2. The provisions of this amendment shall take effect December 31, 2018.
3. Except as modified herein, the terms of the Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Contract to be executed as of the day and year first above written.

Approved as to form:

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

By: _____
Stephen P. Schneider, General Manager
Saint Paul Regional Water Services

By: _____
Matt Anfang, President

Date: _____

Date: _____

By: _____
Lisa Veith, Senior Assistant City
Attorney

By: _____
Mollie Gagnelius, Secretary

Date: _____

Date: _____

By: _____
Todd Hurley, Director
Office of Financial Services

Date: _____

CITY OF MENDOTA

By: _____
Tom Loonan, City Attorney

By: _____
Brian Mielke, Mayor

Date: _____

Date: _____

By: _____
Kathy Krotter, City Clerk

Date: _____