

RESOLUTION NO. R18-05

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
ACCEPT AND EXECUTE A MODIFIED WATER SUPPLY AGREEMENT WITH
CHS INC.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The modified agreement between the City of Laurel and CHS Inc., a copy attached hereto, is hereby approved.

Section 2: Execution. The Mayor and the City Clerk of the City of Laurel are hereby given authority to execute the agreement on behalf of the City.

Introduced at a regular meeting of the City Council on February 6, 2018 by Council Member McGee.

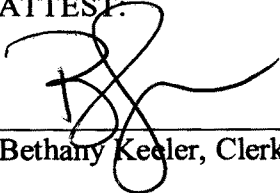
PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 6th day of February, 2018.

APPROVED by the Mayor this 6th day of February, 2018.

CITY OF LAUREL


Thomas C. Nelson, Mayor

ATTEST:


Bethany Keeler, Clerk-Treasurer

Approved as to form:


Sam Painter, Civil City Attorney

AMENDMENT NO. 2

This Amendment (the "Amendment") is entered into as of January 19, 2018 by and between CHS Inc. ("CHS") and City of Laurel ("City").

RECITALS

WHEREAS, CHS and City entered into a certain Water Supply Agreement having an effective date as of the 6th day of September, 2016 and amended as of the 25th day of August, 2017 (the "Agreement");

WHEREAS, the undersigned desire extend the term of the Agreement as described herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment agree as follows:

1. The phrase "if the city does not start construction of the settling basins improvements within eighteen months from the date of the agreement" in Article 13, Effective Date, is hereby deleted and replaced with the phrase "if the city does not start construction of the settling basins improvements within twenty-eight months from the date of the agreement".

2. Except as expressly set forth herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.


3. Any capitalized term not defined in this Amendment shall have the meaning set forth in the Agreement.

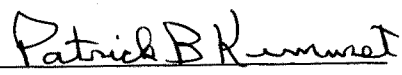
4. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which will constitute one in the same instrument. Any executed counterpart of this Amendment delivered by facsimile or other electronic transmission to a party to this Amendment will constitute an original counterpart of this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year first written above.

City of Laurel

CHS Inc.

By: 

By: 

Name: THOMAS C NELSON

Name: Patrick B. Kimmet

Its: MAYOR

Its: Vice President, Laurel Refining