

AGENDA
SHAKOPEE PUBLIC UTILITIES COMMISSION
REGULAR MEETING
MARCH 18, 2019

1. **Call to Order** at 5:00pm in the SPUC Service Center, 255 Sarazin Street.
2. **Approval of Minutes**
 - 2a) March 4, 2019
 - 2b) March 12, 2019 – Joint Meeting
3. **Communications**
4. **Approve the Agenda**
5. **Approval of Consent Business**
6. **Bills: Approve Warrant List**
7. **Liaison Report**
8. **Reports: Water Items**
 - 8a) Water System Operations Report – Verbal
 - C=> 8b) Water Production Dashboard
 - 8c) Resn. #1241 – Setting the Amount of the Trunk Water Charge, Approving Of Its Collection and Authorizing Water Service to Certain Property Described As: Windermere South Second
 - 8d) Warranty Deed For Minor Subdivision with Windermere Booster Station
 - 8e) Access Agreement with BHS and Windermere Booster Station.
9. **Reports: Electric Items**
 - 9a) Electric System Operations Report – Verbal
 - 9b) 750 MCM Underground Cable Purchase – Bid Results
 - 9c) Utility Easement First Amendment Agreement – Sarazin Flats
10. **Reports: Human Resources**
11. **Reports: General**
 - 11a) Joint Meeting with the City Council - Review
 - 11b) Resn. #1242 – In Recognition of Public Service – Aaron Weyer
12. **New Business**
13. **Adjourn to Goals and Objectives Work Session**
14. **Reconvene Back to Regular Session**
15. **Tentative Dates for Upcoming Meeting**
 - Regular Meeting -- April 1
 - Mid Month Meeting -- April 15
 - Regular Meeting -- May 6
 - Mid Month Meeting -- May 20
16. **Adjourn to 4/1/19 at the SPU Service Center, 255 Sarazin Street**

MINUTES
OF THE
SHAKOPEE PUBLIC UTILITIES COMMISSION
(Regular Meeting)

Vice President Joos called the regular session of the Shakopee Public Utilities Commission to order at the Shakopee Public Utilities meeting room at 5:00 P.M., March 4, 2019.

MEMBERS PRESENT: Commissioners Joos, Amundson, Meyer and Clay. Also present, Liaison Lehman, Utilities Manager Crooks, Planning & Engineering Director Adams, Electric Superintendent Drent, Water Superintendent Schemel and Marketing/Customer Relations Director Walsh. Commissioner Weyer was absent as previously advised.

Motion by Meyer, seconded by Amundson to approve the minutes of the February 19, 2019 Commission meeting. Motion carried.

Shakopee Public Utilities received a Thank You note from the Assistant School Superintendent for our recent donation to the Shakopee School District AED Program.

Vice President Joos offered the agenda for approval.

Motion by Amundson, seconded by Clay to approve the agenda as presented. Motion carried.

Motion by Amundson, seconded by Meyer to approve the Consent Business agenda as presented. Motion carried.

Vice President Joos stated that the Consent Item was: Item 8b: Water Production Dashboard.

The warrant listing for bills paid March 4, 2019 was presented.

Motion by Amundson, seconded by Meyer to approve the warrant listing dated March 4, 2019 as presented. Motion carried.

Liaison Lehman presented his report. It was stated that by a 4-1 City Council vote Commission President Weyer was not re-appointed. Past Council Liaison Kathi Mocol will begin as a Commissioner on April 1, 2019.

Water Superintendent Schemel provided a report of current water operations. With the recent heavy snows many fire hydrants are being covered up. Shakopee residents are doing a great job shoveling hydrants out of the snow drifts. SPU water staff has also cleared 270 hydrants that were being covered in deep snow, which is 10% of all hydrants in the city.

The Water Production Dashboard was received under Consent Business.

Motion by Meyer, seconded by Clay to offer Resolution #1239. A Resolution Setting The Amount Of The Trunk Water Charge, Approving Of Its Collection And Authorizing Water Service To Certain Property Described As: Ridge Creek Third Addition. Ayes: Commissioners Meyer, Amundson, Clay and Joos. Nay: none. Motion carried. Resolution passed.

Motion by Meyer, seconded by Clay to offer Resolution #1240. A Resolution Approving Payment For The Pipe Oversizing Costs On The Watermain Project: Countryside Second Addition. Ayes: Commissioners Amundson, Clay, Meyer and Joos. Nay: none. Motion carried. Resolution passed.

Electric Superintendent Drent provided a report of current electric operations. Two electric outages were reviewed. The transformer for Willy McCoys has been energized. Tree trimming continues as well as the pole wrap project.

Utilities Manager Crooks read the MMPA Board Meeting Public Summary for February 2019.

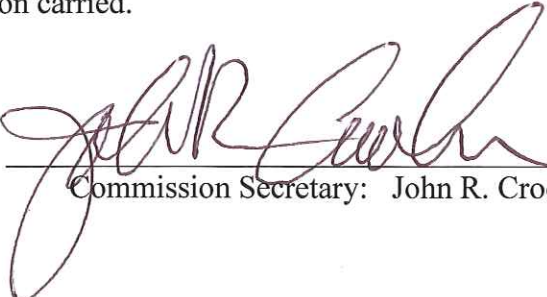
The Commission agreed to meet with the City Council on March 12, 2019. Mr. Crooks reviewed the responses to the six Council requests for information. The Commission formally requested to add additional agenda items to the Joint Meeting with the City Council. Those items being; a brief history of SPU, an overview of SPU's contribution to the City, brief overview of the water and electric distribution systems, SPU's economic development contributions, to define the respective roles of the Commission and Council, defined role of the City Council Liaison, and the City's policy on the Sanitary Sewer and Storm Sewer Funds.

Mr. Crooks provided an update on the 2018 Commission Goals and Objectives.

Under New Business, the deep snow was discussed and its effect on the SPU meter readers in accessing electric and water meters for billing purposes. The community was asked to please check on the location of their meters and to kindly provide a shoveled path for our meter readers.

The Joint Commission/Council meeting date of March 12 at Shakopee City Hall was noted.

Motion by Amundson, seconded by Meyer to adjourn to the March 12, 2019 Joint Meeting with the Shakopee City Council. Motion carried.



Commission Secretary: John R. Crooks

MINUTES
OF THE
SHAKOPEE PUBLIC UTILITIES COMMISSION
(Joint Meeting with the City Council)

Mayor Mars called the joint meeting of the City of Shakopee City Council and President Weyer called the adjourned regular meeting of the Shakopee Public Utilities Commission to order at the Council Chambers meeting room at 7:00 P.M., March 12, 2019.

MEMBERS PRESENT: Commissioners Joos, Amundson, Meyer, Clay and Weyer. Also present, Mayor Bill Mars, Councilors Brennan, Contreras, Lehman, and Whiting, City Administrator Bill Reynolds and Utilities Manager Crooks.

President Weyer offered the agenda for approval.

Motion by Amundson, seconded by Clay to approve the agenda as presented. Motion carried.

The status of the current rate formulas for the SPU Water Connection Charge (WCC) and Trunk Water Charge (TWC) was provided by Planning and Engineering Director Adams. Discussion took place on the amount of each charge and the history of annual increases.

Utilities Manager Crooks provided a comparison of the SPU WCC/TWC rates for our neighboring and comparable cities. Discussion centered on the amount of the charges and how SPU is higher than most surrounding communities. Increases in 2003 and 2008 were reviewed.

SPU's projected plans for the city's water infrastructure with an identification of funding stream was provided with the 5 year Capital Improvement Plan. Each of the 4 Funds for the Water Department were reviewed. It was stated the Commission recently approved the SPU Comprehensive Water System Plan in September which identifies infrastructure required to serve the water requirements for Shakopee through the ultimate build out of the City and proposed annexation with Jackson Township.

An outline of the water rates currently charged by SPUC was provided by Mr. Crooks. Commission decisions in regards to the 2009 Water Rate Study were provided.

Motion by Joos, seconded by Clay to adjourn for a 5 minute recess. Motion carried.

President Weyer reconvened back to the Joint Meeting.

Mr. Crooks provided the presentation materials that were available and presented to the Shakopee Chamber of Commerce Public Policy Committee on December 11, 2018.

An overview of contributions and services provided to the City of Shakopee was given by Mr. Crooks.

A list of SPU economic development efforts was reviewed by Mr. Crooks. The topic of water treatment was then discussed. Options were talked about and the concerns about levels of manganese were discussed. It was stated that no water supply well in Shakopee exceeds guides developed by the MN Department of Health. Further information will be supplied to the Public Works Director.

A brief history and the Statutory Authority of SPU were presented to the Council by Mr. Crooks

The respective roles of SPU versus the City of Shakopee were discussed by the members of the Commission and members of the City Council. Mayor Mars suggested another Joint Meeting take place sometime in August. Mr. Crooks stated that when one of the governing bodies requests a Joint Meeting, the other governing body must accommodate the request. A second Joint Meeting this year was agreed upon to be in the best interest of continuing this type of dialogue.

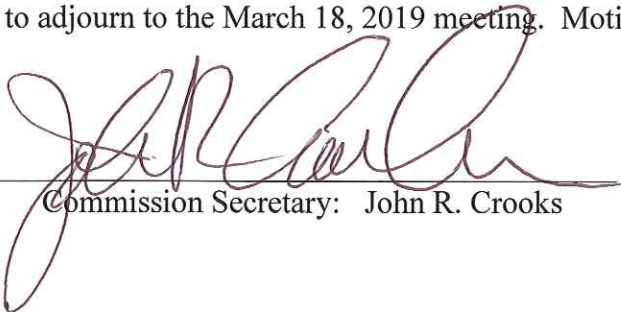
The proper and defined role of City Council Liaisons was discussed by the council and Commission.

The Policy on the City's Sanitary Sewer Fund and Storm Sewer Fund was not discussed per Commissioner Clay's request.

The City Council and SPUC Joint Meeting Minutes of May 6, 2014 were available for review.

Under Other Business, the Harstad v. Woodbury Supreme Court ruling was briefly discussed.

Motion by Joos, seconded by Clay to adjourn to the March 18, 2019 meeting. Motion carried.



Commission Secretary: John R. Crooks

Monthly Water Dashboard

As of: February 2019

Shakopee Public Utilities Commission

8b

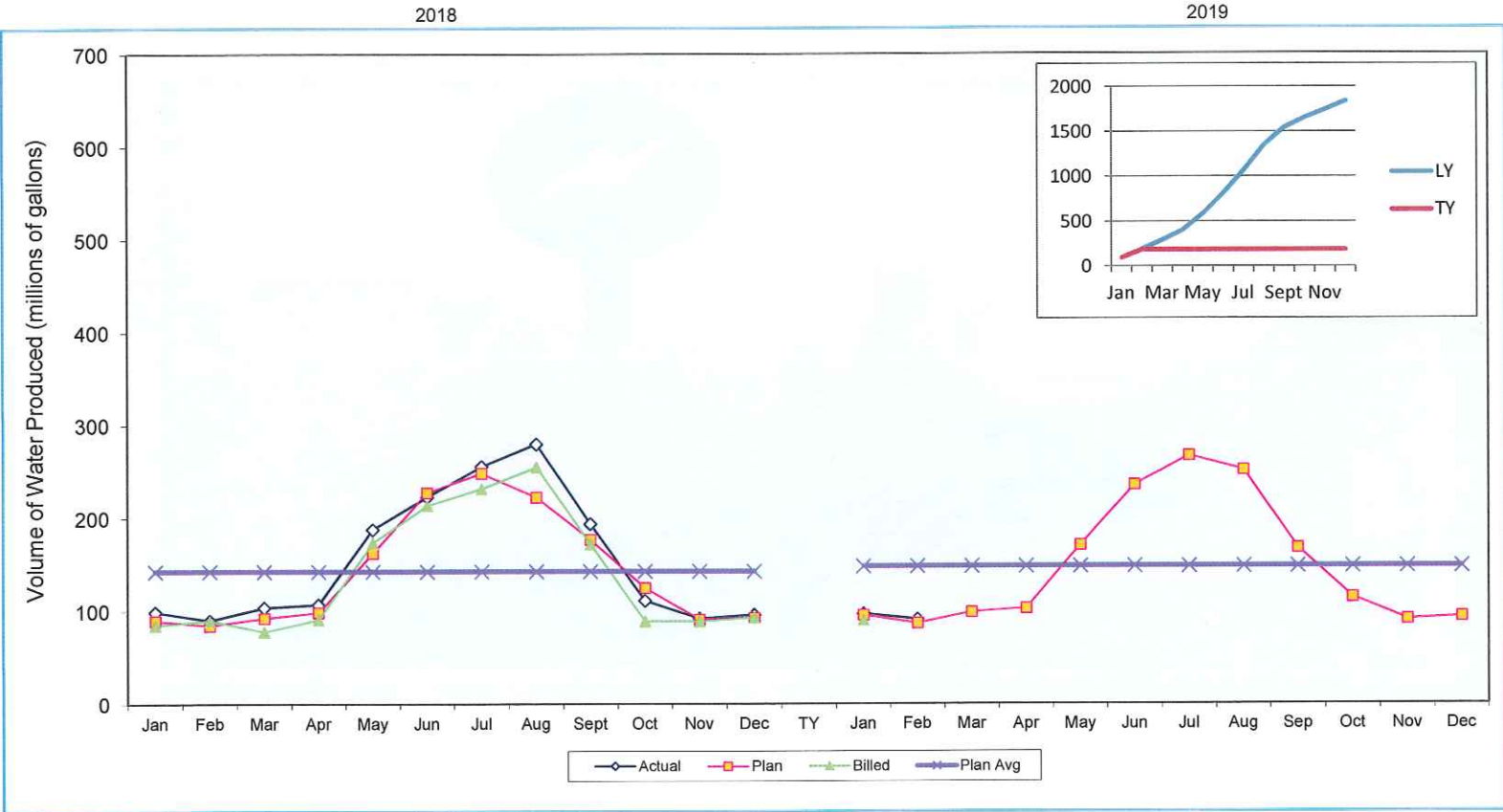
ALL VALUES IN MILLIONS OF GALLONS

Element/Measure Water Pumped/Metered

Averages

Last 6 months actuals	194	111	92	96	97	91
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2016	145
2017	147
2018	153



	LY												TY												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Actual	99	90	104	107	188	223	256	280	194	111	92	96	97	91											
Plan	90	85	93	99	163	228	249	223	177	125	91	93	96	87	99	103	171	236	267	252	168	115	91	94	
YTD % *													101%	103%											
Billed	85	90	78	91	174	214	232	255	172	89	89	93	90												

* Actual gallons pumped vs. Plan

RESOLUTION #1241

A RESOLUTION SETTING THE AMOUNT
OF THE TRUNK WATER CHARGE, APPROVING OF ITS COLLECTION
AND AUTHORIZING WATER SERVICE TO CERTAIN PROPERTY
DESCRIBED AS:

WINDERMERE SOUTH SECOND ADDITION

WHEREAS, a request has been received for City water service to be made available to certain property, and

WHEREAS, the collection of the Trunk Water Charge is one of the standard requirements before City water service is newly made available to an area, and

WHEREAS, the standard rate to be applied for the Trunk Water Charge has been set by separate Resolution,

NOW THEREFORE, BE IT RESOLVED, that the amount of the Trunk Water Charge is determined to be \$158,010.50 based on 35.5 net acres, and that collection of the Trunk Water Charge is one of the requirements to be completed prior to City water service being made available to that certain property described as:

Lots 1-17, Block 1; Lots 1-12, Block 2; Lots 1-2, Block 3; Lots 1-9, Block 4; Lots 1-27, Block 5;
Lots 1-10, Block 6; Lots 1-15, Block 7; Lots 1-22, Block 8; Lots 1-11, Block 9; Outlot D;
WINDERMERE SOUTH SECOND ADDITION, Scott County, Minnesota

BE IT FURTHER RESOLVED, that all things necessary to carry out the terms and purpose of this Resolution are hereby authorized and performed.



Passed in regular session of the Shakopee Public Utilities Commission, this 18th day of March, 2019.

Commission President: Aaron Weyer

ATTEST:

Commission Secretary: John R. Crooks

SHAKOPEE PUBLIC UTILITIES
MEMORANDUM

TO: John Crooks, Utilities Manager 
FROM: Joseph D. Adams, Planning & Engineering Director 
SUBJECT: Windermere Booster Station Site
DATE: March 14, 2019

ISSUE

A condition of the city approved minor subdivision is to combine the two separate out lots acquired from DR Horton into one legal parcel. This requires the Commission to convey and quitclaim to the itself the real property described on the attached Limited Warranty Deed.

BACKGROUND

Prior to issuing a building permit for the booster station this step is necessary to create one legal parcel for tax purposes. Staff has applied for tax exempt status per usual practice for the Commission's properties and that status is expected to be granted by Scott County.

In an effort to tie multiple contiguous parcels into one parcel to ease record keeping, and to create a buildable lot, the Commission needs to approve this action.

REQUESTED ACTION

Staff requests the Shakopee Public Utilities Commission approve by motion the Limited Warranty Deed that conveys and quitclaims the real property described as Outlot B, Windermere Way and Outlot D, Windermere South to the Shakopee Public Utilities Commission.

(Top 3 inches reserved for recording data)

LIMITED WARRANTY DEED
Business Entity to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.2.9 (2013)

eCRV number: N/A

DEED TAX DUE: \$1.65

DATE: _____, 2019

FOR VALUABLE CONSIDERATION, SHAKOPEE PUBLIC UTILITIES COMMISSION, a Minnesota municipal utility commission (“**Grantor**”), hereby conveys and quitclaims to SHAKOPEE PUBLIC UTILITIES COMMISSION, a Minnesota municipal utility commission (“**Grantee**”), real property in Scott County, Minnesota, legally described as follows:

Outlot B, Windermere Way and Outlot D, Windermere South, according to the recorded plats thereof, Scott County, Minnesota.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

This Deed conveys after-acquired title. Grantor warrants that Grantor has not done or suffered anything to encumber the property, EXCEPT matters of record.

THE PURPOSE OF THIS DEED IS TO COMBINE TAX PARCELS.

THE TOTAL CONSIDERATION FOR THIS TRANSFER IS \$500.00 OR LESS.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [...].)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR:

Shakopee Public Utilities Commission,
a Minnesota municipal utility commission

By: _____
Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me on _____, 2019,
by _____, the _____ of Shakopee Public Utilities
Commission, a Minnesota municipal utility commission), on behalf of said municipal utility
commission.

(Stamp)

Signature of Notary Public

THIS INSTRUMENT WAS
DRAFTED BY:


McGRANN SHEA CARNIVAL
STRAUGHN & LAMB, CHTD. (CJP)
800 Nicollet Mall, Suite 2600
Minneapolis, MN 55402-7035
612-338-2525


TAX STATEMENTS FOR THE REAL
PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:

Shakopee Public Utilities Commission
255 Sarazin Street
Shakopee, MN 55379
Attn.: Renee Schmid, Finance Director

SHAKOPEE PUBLIC UTILITIES
MEMORANDUM

8e

TO: John Crooks, Utilities Manager 

FROM: Joseph D. Adams, Planning & Engineering Director 

SUBJECT: Amended and Restated Access Easement Agreement with Benedictine Living Community (BLC) LLC

DATE: March 15, 2019

ISSUE

The City of Shakopee requirements for a shared driveway access from Amberglen Circle to the BLC project and the SPUC's Booster Station has shifted the driveway location to a point where the access easement agreement must be modified.

BACKGROUND

BLC previously granted to the SPUC an Access Easement Agreement for a shared driveway. The City of Shakopee had required both parties to work out such an arrangement to avoid having two separate driveways close together off of Amberglen Circle.

The original access driveway was entirely over the BLC property to the SPUC parcel.

DISCUSSION

Shifting the driveway to the east to avoid a conflict with a storm water catch basin results in the driveway access remaining mostly on BLC parcel, with also a small portion now on the SPUC parcel. Consequently, the revised access easement agreement grants cross easement rights to both parties.

Truck turning movements were analyzed to ensure that both parties will still be able to use their properties as intended with the new driveway alignment.

REQUESTED ACTION

Staff recommends and requests the Commission approve by motion the Amended and Restated Access Easement Agreement between the Benedictine Living Community LLC and the SPUC.

(FOR RECORDING USE ONLY)

AMENDED AND RESTATED ACCESS EASEMENT AGREEMENT

THIS AMENDED AND RESTATED ACCESS EASEMENT AGREEMENT (this "Easement Agreement") is made and entered into this ____ day of March, 2019, by and between **Benedictine Living Community of Shakopee LLC**, a Minnesota limited liability company ("**Benedictine**"), and the **Shakopee Public Utilities Commission**, a Minnesota municipal utility commission ("**SPUC**"). Benedictine and SPUC are sometimes referred to herein as an "**Owner**."

RECITALS

- A. This Easement Agreement supersedes and replaces in its entirety that certain Access Easement Agreement dated December 21, 2018, by and between Benedictine and SPUC, recorded on December 26, 2018, as Document Number A1059522 with the Office of the County Recorder, Scott County, Minnesota.
- B. Benedictine is the fee owner of the parcels of real property located in the City of Shakopee, County of Scott, State of Minnesota, legally described on the attached Exhibit A (the "**Benedictine Parcels**").
- C. SPUC is the fee owner of the parcels of real property located in the City of Shakopee, County of Scott, State of Minnesota, legally described on the attached Exhibit B (the "**SPUC Parcels**," the Benedictine Parcels and the SPUC Parcels are sometimes referred to herein as the "**Parcels**" or as a "**Parcel**").
- D. Benedictine and SPUC desire to impose an easement for access upon the Parcels, for the benefit of all the Parcels, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the parties hereto hereby declare that the Parcels, and all present and future owners and occupants of the Parcels, shall be and hereby are subject to the terms, covenants and

easements hereinafter set forth in this Easement Agreement, and in connection therewith, Benedictine and SPUC covenant and agree as follows:

AGREEMENTS

1. Easement:
 - 1.1 Grant of Access Easement. Subject to any express conditions, limitations or reservations contained herein, Benedictine and SPUC hereby convey to the other an easement (the "**Easement**") in favor of all of the Parcels for access, ingress and egress over the area legally described on Exhibit C and depicted on Exhibit D attached to this Easement Agreement (the "**Easement Area**").
 - 1.2 Use of Easement. The Easement shall be used by SPUC solely for the purpose of access, ingress and egress, including the right to temporarily block traffic on the Easement Area for turnaround of large trailers which are used to service the utility station approximately every five (5) years, to the utility station owned and operated by SPUC on the SPUC Parcels (the "**Utility Station**"). The Easement Area may be used by Benedictine and Benedictine's tenant(s), resident(s), occupant(s), employees, agents, customers, contractors, invitees and licensees for access, ingress and egress for the passage of motor vehicles and pedestrians over and across the Easement Area to the Benedictine Parcels.
2. Construction/Maintenance. Benedictine shall construct and maintain an asphalt driveway in the Easement Area, which shall at all times permit both Benedictine and SPUC to use the Easement Area for the purposes provided hereunder.
3. Insurance. Throughout the term of this Easement Agreement, Benedictine and SPUC shall each procure and maintain (or cause to be procured and maintained) general and/or commercial public liability and property damage insurance against claims for personal injury, death or property damage occurring upon such Parcels and in the Easement Area, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, written by one or more responsible insurance carriers licensed to do business in the state in which the Parcels are located. Benedictine and SPUC shall each be liable to the other for damage to or loss, theft, robbery, pilferage or loss of the use of property, or for injury or death to persons caused by Benedictine or SPUC and/or their respective invitees in the Easement Area.
4. Taxes and Assessments. Benedictine and SPUC shall each pay all taxes, assessments or charges of any type levied or made by any governmental body or agency with respect to its Parcel.
5. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Benedictine Parcels, the SPUC Parcels or the Easement Area. No easements, except those expressly set forth in paragraph 1, shall be implied by this Easement Agreement.

6. Remedies and Enforcement.

- 6.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by either Benedictine or SPUC of any of the terms, covenants, restrictions or conditions hereof, the other Owner shall be entitled forthwith to full and adequate relief by injunction, if available, and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance, if available.
- 6.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Easement Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Easement Agreement on behalf of a defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Wells Fargo Bank, N.A. (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles in the Easement Area, an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at said prime rate, plus two percent (2%), as above described.
- 6.3 Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Easement Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "**Assessment Lien**") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the official real estate records of Scott County, Minnesota; provided, however, that any such Assessment Lien shall be subject to applicable laws and subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, and (ii) all liens recorded in the official real estate records of Scott County, Minnesota prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

- 6.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
- 6.5 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Easement Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.
7. Term. The easements, covenants, conditions and restrictions contained in this Easement Agreement shall be effective commencing on the date of execution of this Easement Agreement and shall remain in full force and effect thereafter, unless this Easement Agreement is canceled or terminated by the written consent of all then record Owners of the Benedictine Parcels and the SPUC Parcels in accordance with paragraph 8.2 hereof.
8. Miscellaneous.
- 8.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
- 8.2 Amendment. Benedictine and SPUC agree that the provisions of this Easement Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Benedictine Parcels and the SPUC Parcels, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official real estate records of Scott County, Minnesota.
- 8.3 Consents. Wherever in this Easement Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof, if any, which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Easement Agreement, to be effective, must be given, denied or conditioned expressly and in writing.
- 8.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

- 8.5 No Agency. Nothing in this Easement Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
- 8.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs and personal representatives. If any Parcel is subdivided into two or more parts by ownership, the rights and obligations arising under this Easement Agreement shall benefit and bind only those portions of said Parcel which are contiguous to the easements described in this Easement Agreement or which have appurtenant rights to the easements described in this Easement Agreement, and the owners thereof, and the other portions of the Parcels and the owners thereof shall not be benefited or burdened by such rights or obligations. Each Owner shall be liable under this Easement Agreement only for such obligations as accrue during its respective period of ownership of the Parcels.
- 8.7 Transferee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.
- 8.8 Severability. Each provision of this Easement Agreement and the application thereof are hereby declared to be independent of and severable from the remainder of this Easement Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Easement Agreement. In the event the validity or enforceability of any provision of this Easement Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Easement Agreement nor in any manner affect or impair the validity or enforceability of this Easement Agreement.
- 8.9 Time of Essence. Time is of the essence of this Easement Agreement.

- 8.10 Entire Agreement. This Easement Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
- 8.11 Notices. All notices, communications, demands and requests permitted or required to be given to Benedictine or SPUC under this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered, or (b) one (1) business day after being delivered to a reliable and recognized overnight courier or messenger service which provides receipts of delivery, with fees prepaid or charged to the sending party, or (c) three (3) business days after being deposited in the United States mail in a sealed envelope with registered or certified mail postage prepaid thereon, addressed to Benedictine or SPUC. The notice addresses of Benedictine and SPUC are as follows:
- Benedictine: Benedictine Living Community of Shakopee LLC
c/o Benedictine Health System
4000 Lexington Avenue North, Suite 201
Shoreview, Minnesota 55126
Attn: Senior Vice President-Finance/CFO and Treasurer
- SPUC: Shakopee Public Utilities Commission
255 Sarazin Street
Shakopee, Minnesota 55379
Attn: SPU Planning and Engineering Director
- 8.12 Governing Law. The laws of the State of Minnesota shall govern the interpretation, validity, performance, and enforcement of this Easement Agreement.
- 8.13 Estoppel Certificates. Each Owner, within thirty (30) days of its receipt of a written request from the other Owner, shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Easement Agreement is in default or violation of this Easement Agreement and if so identifying such default or violation; and (b) that this Easement Agreement is in full force and effect and identifying any amendments to the Easement Agreement as of the date of such certificate.
- 8.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Easement Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.
- 8.15 Prior Easement Agreement. This Easement Agreement supersedes and replaces in its entirety that certain Access Easement Agreement dated December 21, 2018,

by and between Benedictine and SPUC, recorded on December 26, 2018, as Document Number A1059522 with the Office of the County Recorder, Scott County, Minnesota.

[Signatures begin on next page]

IN WITNESS WHEREOF, Benedictine and SPUC have executed this Easement Agreement as of the date first written above.

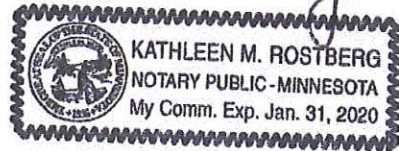
Benedictine Living Community of
Shakopee LLC
(a Minnesota limited liability company)

By: [Signature]
Its: CFO

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

This instrument was acknowledged before me on this 13th day of March, 2019, by Kevin Rymanowski, the CFO of Benedictine Living Community of Shakopee LLC, a Minnesota limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public



[Signature page 1 of 2 to Amended and Restated Access Easement Agreement]

EXHIBIT A

LEGAL DESCRIPTION OF THE BENEDICTINE PARCELS

Lot 1, Block 1, WINDERMERE WAY 2ND ADDITION, according to the recorded plat thereof on file and of record in the Office of the County Recorder, Scott County, Minnesota.

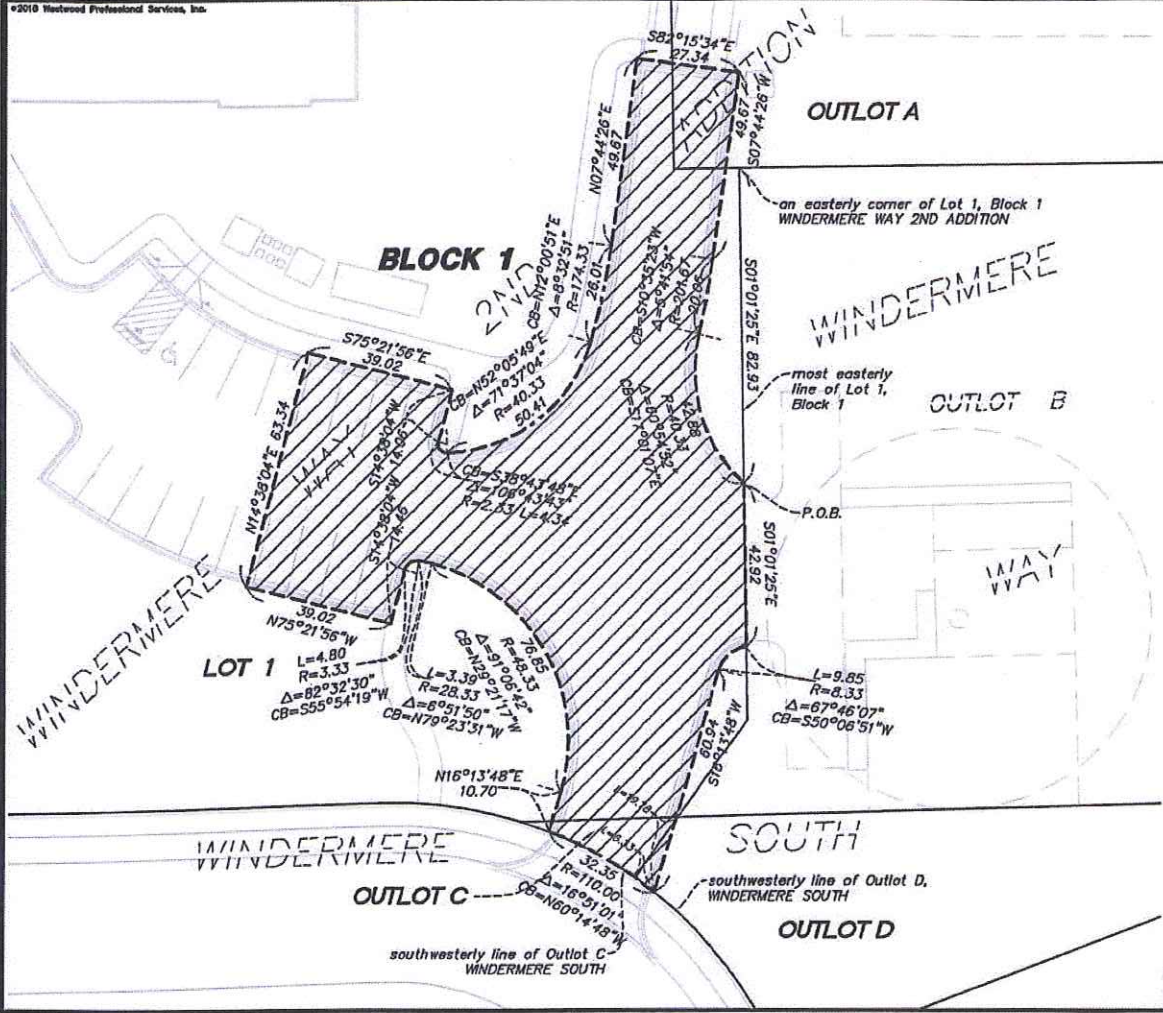
Outlot A, WINDERMERE WAY 2ND ADDITION, according to the recorded plat thereof on file and of record in the Office of the County Recorder, Scott County, Minnesota.

Outlot C, WINDERMERE SOUTH, according to the recorded plat thereof on file and of record in the Office of the County Recorder, Scott County, Minnesota.

EXHIBIT B

LEGAL DESCRIPTION OF THE SPUC PARCELS

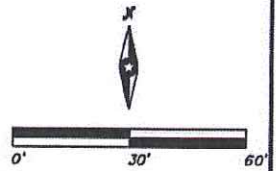
Outlot B, Windermere Way and Outlot D, Windermere South, according to the recorded plats thereof, Scott County, Minnesota.



Access Easement:

An Access Easement lying over, under and across that part of Lot 1, Block 1 and Outlot A, WINDERMERE WAY 2ND ADDITION and that part of Outlot C and Outlot D, WINDERMERE SOUTH, according to the recorded plats thereof, Scott County, Minnesota, described as follows:

Commencing at an easterly corner of said Lot 1, said corner is common to said Lot 1, said Outlot A and Outlot B, WINDERMERE WAY, according to the recorded plat thereof, said Scott County; thence South 01 degrees 01 minutes 25 seconds East, assumed bearing along the most easterly line of said Lot 1, a distance of 82.93 feet to the point of beginning; thence continuing South 01 degrees 01 minutes 25 seconds East, along said most easterly line, a distance of 42.92 feet; thence southwesterly along a non-tangential curve, concave to the southeast, having a central angle of 67 degrees 46 minutes 07 seconds, a radius of 8.33 feet for an arc distance of 3.85 feet, the chord of said curve bears South 50 degrees 06 minutes 51 seconds West; thence South 16 degrees 13 minutes 48 seconds West, tangent to said curve, a distance of 60.94 feet to the southwesterly line of said Outlot D; thence northwesterly along said southwesterly line of Outlot D and along the southwesterly line of said Outlot C, along a non-tangential curve, concave to the southwest, having a central angle of 16 degrees 51 minutes 01 seconds, a radius of 110.00 feet, for an arc distance of 32.35 feet, the chord of said curve bears North 60 degrees 14 minutes 48 seconds West; thence North 16 degrees 13 minutes 48 seconds East, not tangent to said curve, a distance of 10.70 feet; thence northwesterly along a tangential curve, concave to the southwest, having a central angle of 91 degrees 05 minutes 42 seconds, a radius of 48.33 feet, for an arc distance of 76.85 feet; thence westerly along a compound tangential curve, concave to the south, having a central angle of 06 degrees 51 minutes 56 seconds, a radius of 28.33 feet or an arc distance of 3.39 feet; thence southerly along a compound tangential curve, concave to the southeast, having a central angle of 82 degrees 32 minutes 30 seconds, a radius of 3.33 feet for an arc distance of 4.60 feet; thence South 14 degrees 38 minutes 04 seconds West, tangent to said curve a distance of 14.46 feet; thence North 75 degrees 21 minutes 56 seconds East, a distance of 39.02 feet; thence North 14 degrees 38 minutes 04 seconds East, a distance of 63.34 feet; thence South 75 degrees 21 minutes 56 seconds East, a distance of 39.02 feet; thence South 14 degrees 38 minutes 04 seconds West, a distance of 14.06 feet; thence easterly along a tangential curve, concave to the northeast having a central angle of 106 degrees 43 minutes 43 seconds, a radius of 2.33 feet for an arc distance of 4.34 feet; thence northerly along a compound tangential curve concave to the northwest having a central angle of 71 degrees 37 minutes 04 seconds, a radius of 40.33 feet for an arc distance of 50.41 feet; thence northerly along a compound tangential curve, concave to the west, having a central angle of 08 degrees 32 minutes 51 seconds, a radius of 174.33 feet for an arc distance of 26.01 feet; thence North 07 degrees 44 minutes 26 seconds East, tangent to said curve a distance of 49.67 feet; thence South 82 degrees 15 minutes 34 seconds East, a distance of 27.34 feet; thence South 07 degrees 44 minutes 26 seconds West, a distance of 49.67 feet; thence southwesterly along a tangential curve concave to the west having a central angle of 05 degrees 41 minutes 54 seconds, a radius of 201.67 feet for an arc distance of 20.06 feet; thence southeasterly along a reverse tangential curve concave to the northeast having a central angle of 60 degrees 54 minutes 52 seconds, a radius of 40.33 feet for an arc distance of 42.88 feet to the point of beginning.



Date: 2/27/19 Sheet: OF 014257ESP07.dwg

EXHIBIT D - DEPICTION OF ACCESS EASEMENT AREA

Westwood
 Phone (852) 937-6150 12701 Whitesmar Drive, Suite 8300
 Fax (852) 937-6822 Minneapolis, MN 55434
 Toll Free (888) 937-6150 westwoodps.com
 Westwood Professional Services, Inc.

Crew:	
Checked:	CWM
Drawn:	SRS
Record Drawing by/date:	

Prepared for:
Benedictine Living Community
 at Windermere
 Shoreview, MN 55126

Windermere Way
2nd Addition
 Shakopee, Minnesota

Access Easement
 Exhibit

CONSENT AND JOINDER BY MORTGAGEE

U.S. BANK NATIONAL ASSOCIATION, as Trustee under the Indenture of Trust dated December 1, 2018 between City of Shakopee, Minnesota, as Issuer, and U.S. Bank National Association, holder of a mortgage on the property which is described as follows:

Lot 1, Block 1, WINDERMERE WAY 2ND ADDITION, according to the recorded plat thereof, Scott County, Minnesota

Outlot A, WINDERMERE WAY 2ND ADDITION, according to the recorded plat thereof, Scott County, Minnesota

Outlot C, WINDERMERE SOUTH, according to the recorded plat thereof on file and of record in the Office of the County Recorder, Scott County, Minnesota

hereby consents and joins in the Easement dated _____, 2019, filed _____, 2019 in the office of the Scott County Registrar of Titles as Document No. _____ so as to subject and subordinate the undersigned's interest to said Easement.

Dated: _____

U.S. BANK NATIONAL ASSOCIATION

By: _____
Its: Vice President



STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, the Vice President of U.S. BANK NATIONAL ASSOCIATION, on behalf of the bank.

Notary Public

NOTARY STAMP OR SEAL

**SHAKOPEE PUBLIC UTILITIES
MEMORANDUM**

TO: John Crooks, Utilities Manager 
FROM: Joseph D. Adams, Planning & Engineering Director 
SUBJECT: 2019 750 MCM 15 kV Cable Bid Award
DATE: March 15, 2019

ISSUE

SPU staff opened bids on March 13, 2019 for the purchase of 32,500 feet of 750 MCM 15 kV cable for large capacity underground feeder circuit construction projects planned for 2019.

BACKGROUND

There are a number of construction projects planned this year that will require 750 MCM 15 kV cables. The projects include various substation exit circuits, feeder extensions and the relocating underground of the temporary overhead circuit feed to Amazon and the surrounding area as listed in the 2019 CIP.

DISCUSSION

Attached are the bid results as tabulated by SPU Project Engineer Christian Fenstermacher. Five bids were received ranging in price from \$5.43254 per foot to \$7.21600 per foot for the cable and from zero to \$210.00 per pulling eye.

The apparent low responsive bid is from Border States/Prysmian at a price of \$5.43254 per foot with zero adder for pulling eyes totaling \$176,557.55 for 32,500 feet of cable. As can be seen the first four lowest bids were tightly bunched, with the fourth lowest bid only 4.65 per cent above the lowest bid. The highest bid appears to be an outlier, as in comparison it is 34.35 per cent above the lowest bid.

REQUESTED ACTION

Staff recommends and requests the Commission by motion award the 2019 750 MCM 15 kV Cable purchase to Border States and Prysmian cable for 32,500 feet of 750 MCM 15 kV cable with pulling eyes in the amount of \$176,557.55. With the final price being adjusted as detailed in the bid request form at the time of delivery by the actual copper and aluminum prices as compared to the base metal prices of \$2.79/lb. for copper and \$1.04/lb. for aluminum.

SHAKOPEE PUBLIC UTILITIES

BID SUMMARY

FOR: 750 MCM 15KV CABLE – 32,500FT

BID OPENING DATE: MARCH 13TH, 2019

Vendor	Manufacturer	Quoted Delivery	Quantity		Price/FT	Adder for Pulling Eye - \$/reel	Total Bid
			Feet	Reels			
Border States	Prysmian	14 Weeks	32,500	13	\$5.43254	No Adder	\$176,557.55
Dakota Supply Group	LS Cable	8-10 Weeks	32,500	13	\$5.60000	No Adder	\$182,000.00
Irby	Okonite	Mid-May '19	32,500	13	\$5.54500	\$210.00	\$182,942.50
Wesco	CME	13 Weeks	32,500	13	\$5.61900	\$165.00	\$184,762.50
Resco	Kerite	6/21/2019	32,500	13	\$7.21600	\$206.20	\$237,200.60

Note:

1. All bids met required cable specifications and bid requirements as listed in the published advertisement for bids. Please see the attached bid request form for specifications and requirements.
2. The bid request was published with the Shakopee Valley News newspaper on February 23rd, 2019 and March 2nd, 2019.
3. The apparent low bidder is Border States with a total bid of \$176,557.55.
4. As detailed in the bid request form, the final price will be adjusted at the time of delivery by actual copper and aluminum prices as compared to base metal prices of \$2.79/LB for copper and \$1.04/LB for aluminum.

Shakopee Public Utilities Commission

Bid Request Form For

**APPROX. 32,500 FEET OF 750MCM STRANDED 220 MIL
EPR CABLE 1/C750 (61W) COMPRESSED FILLED STRAND-B ALUMINUM,
0.220 INSULATION, 15 X 10 AWG PLAIN COPPER NEUTRAL, LL DPE JACKET
WITH 3 RED EXTRUDED STRIPES, 15KV RATED. ON 2,500' REELS,
FURNISH PULLING EYES ON THE CONDUCTOR FOR ALL REELS,
SUITABLE FOR DIRECT UNDERGROUND BURIAL.
TO BE DELIVERED BY 7/01/19.**

Quoted price is prepared and based on copper at \$2.79 lb (U.S. \$/LB) and aluminum at \$1.04 lb (U.S. \$/LB). Selling price will be at the escalated or de-escalated closing copper and aluminum price on the date of shipment.

The bid award will be based on the evaluation of price with consideration given to delivery time and completeness of bid document.

Bid forms may be obtained by contacting Purchasing @ 952-233-1505.

Bids are due on or before 2:00 P.M., March 13, 2019, at the Shakopee Public Utilities Commission Office, 255 Sarazin St., Shakopee, Minnesota 55379.

The Shakopee Public Utilities Commission shall have the right to reject any or all bids in the best interest of the Utilities Commission.

Bid Security

Bid security in the amount of 5 percent (5%) of the Bid must accompany the Bid in accordance with the following:

- 1.0 A Bid must be accompanied by Bid security made payable to Buyer, in an amount of 5 percent (5%) of Bidder's maximum Bid price in the form of a certified or bank check, or a bid bond in the form included issued by a surety meeting the requirements described below:



Bond

- A. Seller shall furnish a bid bond, in an amount at least equal to 5 percent (5%) of the Contract Price, to Buyer.
- B. The bond shall be issued in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations and shall be executed by a surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 by the Financial Management Service,

Surety Bond Branch, U.S. Department of the Treasury. Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

- C. If the surety on a bond is declared bankrupt or becomes insolvent or its right to do business is terminated in the state where the Project is located or it ceases to meet the requirements of Paragraph 4.01.B, Seller shall provide another bond and surety which comply with those requirements within 20 days, at Seller's expense.
-
- 2.0 The Bid security of the apparent Successful Bidder will be retained until such Bidder has executed the Agreement and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the apparent Successful Bidder fails to execute and deliver the Agreement within 15 days after the Notice of Award, Buyer may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid security of other Bidders whom Buyer believes to have a reasonable chance of receiving the award may be retained by Buyer until the earlier of seven days after the Effective date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
-
- 3.0 Bid security of other Bidders whom Buyer believes do not have a reasonable chance of receiving the award will be returned within 7 days after the Bid opening.

SHAKOPEE PUBLIC UTILITIES
MEMORANDUM

TO: John Crooks, Utilities Manager 
FROM: Joseph D. Adams, Planning & Engineering Director 
SUBJECT: Sarazin Flats First Amendment to Utility Easement Agreement
DATE: March 15, 2019

ISSUE

To meet safety criteria in our electric service standards, we need to slightly revise the easement for the underground electric lines and pad mount transformer that will serve the second phase of the Sarazin Flats Apartments development.

BACKGROUND

The original easement agreement granted the SPUC an electric easement for a transformer location that is now deemed to be too close to window and door openings in the second apartment building.

DISCUSSION

Our Electric Rules and Regulations adopt certain safety criteria from the National Fire Protection Association on pad mount transformer locations and their proximity to building openings.

The developers and property owners previously granted an electric easement for the SPU facilities on the property during the first phase of the project. Reviewing the planned transformer location for the second building revealed a conflict that is easily corrected by relocating the transformer to an alternate location. Consequently, a revised easement exhibit and legal description is in order.

REQUESTED ACTION

Staff requests the Commission approve by motion the First Amendment to Utility Easement Agreement with Sarazin Flats, Limited Partnership and MWF Properties, LLC.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FIRST AMENDMENT TO UTILITY EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO UTILITY EASEMENT AGREEMENT (this "Amendment") is entered into this ____ day of _____, 2019, by and between Sarazin Flats, Limited Partnership, a Minnesota limited partnership ("Sarazin"), MWF Properties, LLC, a Minnesota limited liability company ("MWF" and, together with Sarazin, the "Grantors"), and the Shakopee Public Utilities Commission, a municipal utility commission organized under Minnesota law (the "Grantee").

RECITALS

- A. The Grantors and Grantee are parties to that certain Utility Easement Agreement dated October 9, 2018, recorded on October 9, 2018, as Document Number A1055433, in the Office of the County Recorder for Scott County, Minnesota ("Easement Agreement").
- B. The parties wish to amend the Easement Agreement upon the terms and provisions set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Grantee agree as follows:

1. Definitions. Capitalized terms used, but not defined, herein have the meanings ascribed to them in the Easement Agreement.
2. Exhibit A. Exhibit A to the Easement Agreement is hereby deleted and replaced in its entirety with Exhibit A to this Amendment. All references to Exhibit A in the Easement Agreement shall now instead be references to Exhibit A attached hereto.
3. Applicable Law. This Amendment shall be construed under and governed by the laws of the State of Minnesota without regard to conflict of law principles.

4. Miscellaneous. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. The terms and provisions of the Easement Agreement not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment.

16960712v3

[The remainder of this page has been left blank intentionally. Signature pages follow.]

**SIGNATURE PAGE TO
FIRST AMENDMENT TO UTILITY EASEMENT AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SARAZIN:

SARAZIN FLATS, LIMITED PARTNERSHIP,
a Minnesota limited partnership

By : Shakopee Group LLC
Its : General Partner

By : _____
Christopher J. Stokka
Its Chief Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

On this ____ day of _____, 2019, before me, a notary public, personally appeared Christopher J. Stokka, the Chief Manager of Shakopee Group LLC, a Minnesota limited liability company, the general partner of Sarazin Flats, Limited Partnership, a Minnesota limited partnership, named in the foregoing instrument and acknowledged said instrument on behalf of the limited partnership.

Notary Public

**SIGNATURE PAGE TO
AMENDMENT TO UTILITY EASEMENT AGREEMENT**

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first written above.

MWF:

MWF PROPERTIES, LLC,
a Minnesota limited liability company

By : _____
Jay Weis
Its Managing Member

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

On this ____ day of _____, 2019, before me, a notary public, personally appeared Jay Weis, the Managing Member of MWF Properties, LLC, a Minnesota limited liability company, named in the foregoing instrument and acknowledged said instrument on behalf of the limited liability company.

Notary Public

**SIGNATURE PAGE TO
 AMENDMENT TO UTILITY EASEMENT AGREEMENT**

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first written above.

GRANTEE:

**SHAKOPEE PUBLIC UTILITIES
 COMMISSION,**
 a municipal utility commission organized under
 Minnesota law

By: _____
 Name: _____
 Its: _____

STATE OF MINNESOTA)
)ss.
 COUNTY OF _____)

On this ___ day of _____, 2019, before me, a notary public, personally appeared _____, the _____, of the Shakopee Public Utilities Commission, a municipal utility commission organized under the laws of the State of Minnesota, named in the foregoing instrument and acknowledged said instrument on behalf of the municipal utility commission.

 Notary Public

Drafted by:

Winthrop & Weinstine, P.A.
 225 South Sixth Street, Suite 3500
 Minneapolis, MN 55402-4629

EXHIBIT A

ELECTRICAL EASEMENT DEPICTION AND DESCRIPTION

(See Attached)

EXHIBIT A

Legal Description of SPUC Electric Easement
(March 11, 2019)

A 10.00 foot wide strip of land over, under and across Lot 1, Block 1 and Outlot A, SARAZIN FLATS FIRST ADDITION, according to the recorded plat thereof, Scott County, Minnesota, the easterly line of which is described as follows:

Commencing at the southwest corner of said Outlot A; thence on an assumed bearing of North 89 degrees 30 minutes 38 seconds East, along the south line of said Outlot A, a distance of 10.00 feet to the point of beginning of the line to be described; thence North 0 degrees 00 minutes 29 seconds West 17.45 feet; thence northerly 186.70 feet along a non-tangential curve, concave to the west having a radius of 85.00 feet and a central angle of 125 degrees 50 minutes 40 seconds, the chord of said curve bears North 5 degrees 40 minutes 45 seconds East; thence North 0 degrees 00 minutes 29 seconds West 53.00 feet; thence North 54 degrees 17 minutes 39 seconds East 33.00 feet; thence North 0 degrees 03 minutes 46 seconds West a distance of 131.00 feet and said line there terminating.

Together with a 13.00 foot wide strip of land over, under and across said Outlot A, the westerly line of which is described as follows:

Commencing at the southwest corner of said Outlot A; thence on an assumed bearing of North 89 degrees 30 minutes 38 seconds East, along the south line of said Outlot A, a distance of 424.00 feet to the point of beginning of the line to be described; thence North 0 degrees 29 minutes 22 seconds West 18.00 feet and said line there terminating.

SARAZIN FLATS
FIRST
ADDITION

Shakopee, Minnesota

M&M Properties

2655 Lytle Avenue, Redwood
Minnesota, 55067-1414

LOUCKS

PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

7200 Hemlock Lane, Suite 300
Maple Grove, MN 55369
763.424.5505
www.loucksinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are the property of the Consultant and shall remain the property of the Consultant. The Consultant shall not be held responsible for any errors or omissions in the CADD files prepared by the Consultant. With the Consultant's approval, users may be permitted to create copies of the CADD files for their own use, but they shall not be used for any other project without the prior written approval of the Consultant. All CADD files shall be the property of the Consultant and shall remain the property of the Consultant. The Consultant shall be responsible for the accuracy and reliability of the CADD files.

SUBMITTAL/REVISIONS

8/6/18	DRAWING ISSUED
8/21/18	LEGAL DESC.
3/11/19	LEGAL DESC.

PROFESSIONAL SIGNATURE

I hereby certify that this drawing, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Thomas D. Johnson
License No. 17255
Date 8/6/18

QUALITY CONTROL

Loucks Project No.	16-017
Project Lead	HDN
Drawn By	SFM
Checked By	HDN
Field Crew	N/A

VICINITY MAP

SPUC Electric
Easement
Exhibit

Printed 03/11/2019 2:55 PM \\C:\DTP\1607\CADD\DATA\SURVEY\Job Sheet\160715001304.LPRC

SHAKOPEE VALLEY MARKETPLACE 2ND ADD.

MnDOT

R.O.W. PLAT NO. 70-6
N71°27'52"E 111.71
N71°57'45"E 343.73

S0°00'29"E 221.69

Sarazin Street

Sarazin Street

40

N89°30'38"E 40.00

S0°00'29"E 37.12

S0°00'29"E 53.00

S0°00'29"E 53.00

S0°00'29"E 131.00

S0°00'29"E 131.00

S0°00'29"E 131.00

S0°00'29"E 131.00

S0°00'29"E 131.00

S0°00'29"E 131.00

S0°00'29"E 131.00

Point Of Commencement SW Cor. Of OUTLOT A, "SFFA"

40
N0°00'29"W 40.48
N0°00'29"W 40.48

Not Tangent
40
S0°00'29"E 37.12

40
N89°30'38"E 40.00

SARAZIN FLATS

**Lot 1
BLOCK 1**

FIRST ADDITION

"SFFA" Denotes plat of SARAZIN FLATS FIRST ADDITION

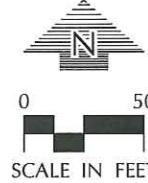


EXHIBIT A

SPUC ELECTRIC EASEMENT

Drainage & Utility Easement Per "SFFA"

OUTLOT A

OUTLOT A

SPUC ELECTRIC EASEMENT

S89°30'38"W 370.65

Point Of Termination

N0°29'22"W 18.00

Point Of Beginning

N89°30'38"E 556.00

S. Line Of OUTLOT A, "SFFA"

BRITTANY VILLAGE 1ST

VILLAGE 1ST

ADDITION

ADDITION

S0°29'22"E 345.91

BRITTANY VILLAGE 3RD ADDITION

SARAZIN FLATS FIRST ADDITION

Shakopee, Minnesota

MMWF Properties

3151 Lytle Avenue SE
Mankato, MN 56001

LOUCKS

PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
7200 Hemlock Lane, Suite 300
Maple Grove, MN 55349
763.424.5505
www.loucksinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are not intended to be the final deliverable. They are subject to change without notice. The Consultant makes no warranty or representation as to the accuracy or completeness of the information provided. The Consultant is not responsible for any errors or omissions that may appear in this drawing. With the Consultant's approval, others may be permitted to make changes to the drawing. The Consultant will not be held responsible for any changes made to the drawing or for any errors or omissions that may appear in this drawing.

SUBMITTAL/REVISIONS

DATE	DESCRIPTION
8/6/18	DRAWING ISSUED
8/21/18	LEGAL DESC.
3/11/19	LEGAL DESC.

PROFESSIONAL SIGNATURE

I hereby certify that this drawing, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Anthony D. Nelson
License No. 17255
Date 8/6/18

QUALITY CONTROL

PROJECT NO.	PROJECT LEAD	DRAWN BY	CHECKED BY	FIELD CREW
16-017	HDM	SFM	HDM	N/A

VICINITY MAP



SPUC Electric Easement Exhibit

**SHAKOPEE PUBLIC UTILITIES
MEMORANDUM**

TO: SHAKOPEE PUBLIC UTILITIES COMMISSION
FROM: JOHN R. CROOKS, UTILITIES MANAGER
SUBJECT: JOINT COMMISSION / COUNCIL JOINT MEETING REVIEW
DATE: MARCH 15, 2019

As a follow up to the March 12, 2019 Joint Meeting with the City Council, Staff would like the Commission to provide direction on several of the agenda items that were discussed during the meeting

Attached to this memo is the Agenda for the meeting.

REVISED 3/11/19

SPUC



Joint meeting with the Shakopee

Public Utilities

Shakopee City Council

March 12, 2019

7:00 PM

City Hall 485 Gorman St.

Shakopee Mission Statement

The Mission of the City of Shakopee is to provide the opportunity to live, work and play in a community with a proud past, promising future, and small town atmosphere within a metropolitan setting.

- | |
|---|
| <ul style="list-style-type: none">A. Keep Shakopee a safe and healthy community where residents can pursue active and quality lifestyles.B. Positively manage the challenges and opportunities presented by growth, development and change.C. Maintain the City's strong financial health.D. Maintain, improve and create strong partnerships with other public and private sector entities.E. Deliver effective and efficient public services by a staff of well-trained, caring and professional employees.F. Housekeeping item. |
|---|

Mayor Bill Mars presiding

1. Roll Call
2. Pledge of Allegiance
3. Approval of Agenda
4. RECOGNITION OF INVOLVED CITIZENS BY CITY COUNCIL - Provides an opportunity for the public to address the Council on items which are not on the agenda. Comments should not be more than five minutes in length. The Mayor may adjust that time limit based upon the number of persons seeking to comment. This comment period may not be used to make personal attacks, to air personality grievances, to make political endorsements or for political campaign purposes. Council Members will not enter into a dialogue with citizens, and questions from Council will be for clarification only. This period will not be used to problem solve issues or to react to the comments made, but rather for informational purposes only.
5. Joint meeting with Shakopee Public Utilities
 - 5.A. The status of the current rate formulas for the SPUC Water Connection Charge (WCC) and Water Trunk Charge (WTC), to include any changes to the formulas that the commission forseees
 - 5.B. A comparison of the SPUC WCC/WTC rates for our neighboring and comparable cities
 - 5.C. SPUC's projected plans for the city's water infrastructure with an identification of funding stream
 - 5.D. An outline of the water rates currently charged by SPUC and any past recommendations from consultants regarding appropriate rate structures that were

not followed and why

6. Shakopee Public Utilities Presentation
 - 6.A. Presentation Made to the Shakopee Chamber of Commerce Public Policy Committee Dec. 11, 2018
 - 6.B. Services Provided to the City of Shakopee
 - 6.C. SPU Economic Development Efforts
 - 6.D. History and Statutory Authority of SPU
 - 6.E. Respective roles of SPU V. City of Shakopee - discussion
 - 6.F. Defined role of City Council Liaisons - discussions
 - 6.G. Policy on the City's Sanitary Sewer Fund and Storm Sewer Fund
7. Informational Only
 - 7.A. City Council and SPUC Joint Meeting Minutes of May 6, 2014
8. Other Business
9. Adjournment to March 19, 2019 at 7:00 p.m.

added
3/11/19



RESOLUTION #1242**A RESOLUTION IN RECOGNITION OF PUBLIC SERVICE*****Aaron Weyer***

WHEREAS, Aaron Weyer, throughout his tenure as commissioner of the Shakopee Public Utilities always applied his best efforts toward the professional operation of the Shakopee Public Utilities Commission, and

WHEREAS, Mr. Weyer consistently performed his duties in a diligent, conscientious, and civic minded manner,

THEREFORE BE IT RESOLVED, that the Commission expresses its appreciation and that of the people of Shakopee to Mr. Weyer for his three years of dedicated service.

BE IT FURTHER RESOLVED, by the Shakopee Public Utilities Commission that this resolution be adopted as a tribute to those years of faithful service of Aaron Weyer and that a copy of the resolution be retained as a permanent testimony to the action.

Adopted in regular session of the Shakopee Public Utilities Commission, this 18th day of March, 2019.

Commission President: Terrance Joos

ATTEST:

Commission Secretary: John R. Crooks