

AGENDA
SHAKOPEE PUBLIC UTILITIES COMMISSION
REGULAR MEETING
FEBRUARY 21, 2017

1. **Call to Order** at 5:00pm in the SPU Service Center, 255 Sarazin Street
2. **Approval of Minutes**
3. **Communications**
 - 3a) Resn. #1156 – In Appreciation of Deb Brandes
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
 - 8b) CR 83 Construction Cooperative Agreement with Scott County
 - C=> 8c) Water Production Dashboard
 - 8d) CR 78/79 Construction Cooperative Agreement with Scott County
9. **Reports: Electric Items**
 - 9a) Electric System Operations Report – Verbal
 - 9b) CR 83 Overhead Facilities Relocation
 - 9c) CR 78/79 Overhead Facilities Relocation
10. **Reports: Human Resources**
11. **Reports: General**
 - 11a) E-Bill Presentment - Update
12. **New Business**
13. **Adjourn to Closed Session** – Annual Evaluation of Utilities Manager
14. **Reconvene to Regular Session**
15. **Tentative Dates for Upcoming Meetings**

- Regular Meeting	--	March 6
- Mid Month Meeting	--	March 20
- Regular Meeting	--	April 3
- Mid Month Meeting	--	April 17
16. **Adjourn to 3/6/17** at the SPU Service Center, 255 Sarazin Street

MINUTES
OF THE
SHAKOPEE PUBLIC UTILITIES COMMISSION
(Regular Meeting)

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., February 6, 2017.

MEMBERS PRESENT: Commissioners Joos, Amundson, Olson and Weyer. Also present, Liaison Whiting, Utilities Manager Crooks, Finance Director Schmid, Planning & Engineering Director Adams, Line Superintendent Drent, Water Superintendent Schemel and Marketing/Customer Relations Director Walsh. Commissioner Helkamp was absent as previously advised.

Motion by Amundson, seconded by Weyer to approve the minutes of the January 17, 2017 Commission meeting. Motion carried.

There were no Communication items.

President Joos offered the agenda for approval.

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

Motion by Olson, seconded by Weyer to approve the Consent Business agenda as presented. Motion carried.

President Joos stated that the Consent Item was: item 9e: MMUA 2017 Tom Bovitz Scholarship Award.

The warrant listing for bills paid February 6, 2017 was presented.

Motion by Amundson, seconded by Olson to approve the warrant listing dated February 6, 2017 as presented. Motion carried.

Liaison Whiting presented his report. City Engineer Bruce Loney has been selected as the recipient of the 2016 MN Engineer of the Year award. Also, the East Side Sewer installation work was selected as the 2016 Project of the Year. It was with much sadness that Liaison Whiting noted the passing of long time Police employee Jana Wood.

Water Superintendent Schemel provided a report of current water operations. Pump House maintenance is taking place in February with the chemical line replacement, interior and pipe painting almost completed.

Mr. Schemel discussed the 2017 Street Reconstruction Project coordination with the City of Shakopee.

Motion by Amundson, seconded by Olson to offer Resolution #1155. A Resolution Approving Watermain Replacement With The City Of Shakopee Street Reconstruction. Ayes: Commissioners Weyer, Olson, Amundson and Joos. Nay: none. Motion carried. Resolution passed.

Line Superintendent Drent provided a report of current electric operations. There was one electric outage to report. 150 residents were affected for a period of 30 minutes, before power was restored. The SCADA project is progressing, with a formal bid opening on February 15. Construction projects were also updated.

Utilities Manager Crooks read the January 2017 MMPA Board Meeting Public Summary.

Mr. Drent updated the Shakopee Energy Park and Dean Lake Substation Projects.

Customer Relations/Marketing Director Walsh reviewed the 2017 State Conservation Improvement Program. The program updates were submitted to the DER in June of 2016.

Motion by Amundson, seconded by Weyer to approve the 2017 State Conservation Improvement Plan as presented. Motion carried.

Item 9e: MMUA 2017 Tom Bovitz Scholarship Award was received under Consent Business.

Mr. Crooks provided an overview of the 2017 Annual Tree Sale and the SPU partnership with the City of Shakopee. It was stated the APPA Tree Power Program has been discontinued.

Motion by Amundson, seconded by Weyer to approve a donation to the City of Shakopee Annual Tree Sale in the amount of \$5000.00. Motion carried with Commissioner Olson dissenting.

Finance Director presented the preliminary financial results for December 2016, year-to-date 2016 and the 2015-2016 comparative financial results

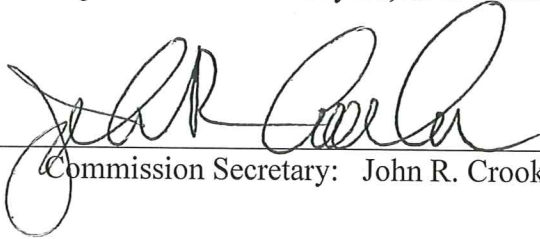
Motion by Olson, seconded by Amundson to adjourn to Closed Session – Annual Evaluation of Utilities Manager.

Motion by Olson, seconded by Weyer to reconvene to Regular Session.

President Joos stated that no official business took place during the closed session.

The tentative commission meeting dates of Tuesday, February 21 and March 6 were noted.

Motion by Weyer, seconded by Olson to adjourn to the February 21, 2017 meeting. Motion carried.



Commission Secretary: John R. Crooks

RESOLUTION #1156**A RESOLUTION OF APPRECIATION
TO DEB BRANDES**

WHEREAS, Ms. Debra Brandes joined Shakopee Public Utilities on February 1, 2001 and during her tenure of more than sixteen years has worked as an administrative assistant; and

WHEREAS, Ms. Brandes always strived for excellence in contributing to the efficient operation of Shakopee Public Utilities and has been extremely dependable and responsible in performing her duties; and

WHEREAS, Ms. Debra Brandes will retire from her position as Administrative Assistant with Shakopee Public Utilities on February 17, 2017; and

NOW THEREFORE, BE IT RESOLVED BY THE SHAKOPEE PUBLIC UTILITIES COMMISSION, that it does hereby express its deep appreciation to Ms. Debra Brandes for her sixteen plus years of dedicated service to Shakopee Public Utilities.

BE IT FURTHER RESOLVED that the Shakopee Public Utilities Commission extends its best wishes and congratulations to Ms. Debra Brandes.



Passed in regular session of the Shakopee Public Utilities Commission this 21st day of February, 2017.

Commission President: Terrance Joos

ATTEST:

Commission Secretary: John R. Crooks

**SHAKOPEE PUBLIC UTILITIES
MEMORANDUM**

TO: John Crooks, Utilities Manager 
FROM: Joseph D. Adams, Planning & Engineering Director 
SUBJECT: CR 83 Construction Cooperative Agreement
DATE: February 16, 2017

ISSUE

Scott County will be reconstructing CR 83 from CR 101 south past Valley Industrial Boulevard South in 2017.

BACKGROUND

The Commission operates and maintains an 18 inch trunk water main in the CR 83 road right of way that was constructed by Eagle Creek Township just prior to annexation by the City of Shakopee. The water main is presently located in the west boulevard area. Due primarily to age and condition the water department is recommending that the fire hydrants and valves be replaced at this time and that the 18 inch butterfly valves in manholes be replaced with 18 inch gate valves that do not require manholes for maintenance.

The 2017-21 CIP includes funding in the amount of \$50,000 for the hydrant and valve work in 2017. This amount was based on similar work done in 2016 on the adjacent City Project for 4th Avenue.

DISCUSSION

Staff has been negotiating the attached Construction Cooperative Agreement for the past several months with Scott County staff. We have recently resolved all of the relative issues.

The agreement includes satisfactory terms addressing the following items:

1. The Commission desires to have Scott County's consultant, SRF Consulting, to complete the engineering design of the water main related work.

2. The Commission desires to have Scott County's contractor replace the fire hydrants and valves on the 18 inch water main as a part of their project and for Scott County to provide construction management services.
3. The Commission will reimburse the County for the cost of items #1 and #2 based on actual construction costs, with allowances for engineering design and construction management services based on percentages of the construction costs similar to a city project.

The project engineer's estimate for the Commission's construction cost of fire hydrant and valve replacement is \$96,831, and when adding in the 15% Scott County is charging for design, construction engineering and inspection services the estimated cost totals \$111,356. Per the attached agreement the actual cost will be based on the contract bid pricing.

RECOMMENDED ACTION

Staff recommends the Commission approve the CR 83 Construction Cooperative Agreement and authorize its execution by the designated parties.

COUNTY OF SCOTT CONSTRUCTION COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into as of this ____ day of _____, 2017, by and between the County of Scott, Minnesota, a municipal corporation, hereinafter referred to as the "County," and Shakopee Public Utilities Commission, Minnesota, a commissioned public utility corporation, hereinafter referred to as "SPUC."

RECITALS:

1. The County is planning to reconstruct Scott County State Aid Highway (CSAH) 83 from Valley Industrial Boulevard South to CSAH 101, under its highway project known as County Project CP 83-22 and State Aid Project SAP 070-683-013 (hereinafter referred to as "Project").
2. The Project is located in the City of Shakopee.
3. Project construction is anticipated to begin in 2017. The County anticipates advertising the Project to solicit bids for construction in July 2017 and awarding the Project construction contract in August 2017.
4. As part of SPUC's legal obligations to cooperate with road projects, and in order to take advantage of the opportunity created by County's Project, SPUC is planning to replace and relocate 3 hydrants, salvage and relocate 1 hydrant, replace 5 watermain valves, and replace associated watermain pipe segments along the Project corridor. This work will be included as part of the construction plans for the Project.
5. The County and SPUC desire to enter into an agreement for the mutual benefit of each party from the economies of scale by incorporating the hydrant, valve, and watermain work within the County's Project.

NOW THEREFORE, in consideration of the mutual undertakings and agreements contained within this agreement, the County and SPUC hereby agree as follows:

1. The County agrees to provide the preliminary and final design work and services to include SPUC's work within its Project. The plan set for the Project will be designed and prepared by SRF Consulting Group, Inc, in accordance with SPUC requirements for its portion of the work as described in their Water Policy Manual and as requested by SPUC. Services provided by the County are summarized as follows:
 - a. In conjunction with its Project, include all hydrant, valve, and watermain related work within the project corridor in the county highway Project plan set. This includes final plan drawings, watermain detail sheets, and tables as directed by SPUC staff.

- b. In conjunction with its Project, include special provisions for the hydrant, valve and watermain work in the construction plans and specifications as directed by SPUC staff. These provisions shall include, but not be limited to, providing for per unit bidding and changes in design quantities.
 - c. Advertise and conduct a contract letting.
 - d. Award the Project to the lowest total project cost responsible bidder.
 - e. Administer the contract.
 - f. Resolve any issues or conflicts with the construction contractor so that the installation meets the requirements of the specifications and drawings. Provide SPUC written documentation of the resolution and all contract issues and conflicts within one week of resolution.
 - g. Track quantities and construction costs and provide final billing to SPUC.
2. SPUC agrees to provide construction inspection for all hydrant, valve and watermain related work including any daily written and photo documentation of construction activities, collection of GPS data, and quantities completed as needed.
3. SPUC shall reimburse the County as follows:
 - a. SPUC shall reimburse the County for one hundred percent (100%) of the construction costs of the hydrant, valve, and watermain related work for said Project, as determined by the cost participation outlined in the County's SEQ Project Plan Sheets. This includes change orders during construction.
 - b. SPUC shall also reimburse the County for a portion of the mobilization and traffic control costs which shall be equal to the ratio of SPUC's hydrant, valve, and water main related construction costs (as outlined in the County's SEQ Project Plan Sheets) to the total Project construction cost (estimated to be 4%).
 - c. SPUC shall also reimburse the County a share of the engineering and design, construction engineering and inspection services, and contract administration services for the Project, which shall be equal to ten percent (10%), three percent (3%), and two percent (2%), respectively. The rates stated herein shall be applied to the final construction cost of SPUC's work as outlined in the County's SEQ Project Plan Sheets.
 - d. It is further agreed that the unit prices set forth in the final construction contract with the successful bidder and the final quantities as measured by the County Engineer shall govern in computing the total final contract construction cost of said Project according to the provisions of this paragraph.
4. The County shall invoice SPUC for the estimated amounts due based upon the accepted bid within thirty (30) days of the County's award of the construction contract for the Project. Upon receipt of the invoice, SPUC shall deposit with the Scott County Treasurer ninety-five percent (95%) of SPUC's share of the estimated costs. The remaining five percent (5%) shall be invoiced and paid upon close-out of the Project. In the event the initial payment exceeds SPUC's

final share of these costs, as determined by the actual final construction contract costs, such overpayment shall be returned to SPUC by the County upon closeout of the Project.

5. This agreement shall be effective upon approval by the Scott County Board of Commissioners and the Commissioners of SPUC.
6. Scott County shall appoint an authorized agent for the purpose of administration of this agreement. SPUC is notified of the authorized agent of Scott County as follows:

Casy Weise
Program Specialist
Scott County
600 Country Trail East
Jordan, MN 55352
(952) 496-8043
cweise@co.scott.mn.us

The County is notified the authorized agent for SPUC as follows:

Joseph Adams
Planning and Engineering Director
Shakopee Public Utilities
P.O. Box 470
255 Sarazin Street
Shakopee, MN 55379-0470
952-233-1501

7. The provisions of Minn. Stat. Sec. 181.59 and of any applicable local ordinance relating to Civil Rights and discrimination and the affirmative action policy statement of Scott County shall be considered a part of this Agreement as though fully set forth herein, including Exhibit "A", attached and hereby incorporated.
8. Pursuant to Minn. Stat. Sec. 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of both parties relative to this agreement shall be subject to examination by the County and the State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be kept by both parties for a minimum of six (6) years following termination of this agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving either party regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of either party notifies in writing to the other that the records need no longer be kept.

9. The Parties agree to defend, indemnify, and hold each other, their respective employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission by them, or their subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished under the agreement. It is understood and agreed that liability of the Parties shall be governed by Minnesota Statute Section 466 and other applicable state and federal laws. The agreement to indemnify and hold harmless does not constitute a waiver by either Party of limitations on liability provided under Minnesota Statute Section 466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minn. Stat. §471.59, subd. 1a; provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

10. Both Parties shall maintain public liability coverage protecting itself, its Board, officers, agents, employees and duly authorized volunteers against any usual and customary public liability claims in amounts which shall, at a minimum, comply with Minn. Stat. 466.04 and Workers' Compensation and shall be in accordance with the Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement.
11. County and SPUC agree that neither party shall be liable for any delay or inability to perform this agreement, directly or indirectly caused by or resulting from strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of SPUC and the County.
12. Both Parties its agents, employees and any subcontractors of the Parties in providing all services hereunder, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, and Minn. Rules promulgated pursuant to Chap. 13. Both Parties agree to indemnify and hold each other, its officers, department heads and employees harmless from any claims resulting from their unlawful disclosure, failure to disclose, or use of data protected under state and federal laws.
13. Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed to the authorized agent of SPUC at its address stated herein, or to the authorized agent of the County at the address stated herein.

14. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this agreement and the legal relations between the herein Parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located with the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the herein Parties will be in the appropriate federal court within the State of Minnesota.
15. The County and SPUC respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement. Neither the County nor SPUC shall assign, sublet, or transfer any interest in this agreement without the prior written consent of the other.
16. The Parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, executed and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as for this agreement.
17. In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties unless such invalidity or non-enforceability would cause the agreement to fail its purpose. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
18. It is understood and agreed that the entire agreement of the Parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreements presently in effect between the County and SPUC relating to the subject matter hereof.
19. This agreement may be executed in one or more counterparts or in multiple originals, either one of which is as valid as the other and when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed intending to be bound thereby.

(SEAL) **SHAKOPEE PUBLIC UTILITIES COMMISSION**

ATTEST:

By: _____
John Crooks, Utilities Manager

Date: _____

By: _____
Terrance Joos - President

Date: _____

By: _____
Deb Amundson - Vice President

Date: _____

COUNTY OF SCOTT

ATTEST:

By: _____
Gary Shelton, County Administrator

Date: _____

By: _____
Michael L. Beard, Chair of Its County Board

Date: _____

Approved as to form;

RECOMMEND FOR APPROVAL:

By: _____
Jeanne Anderson, Assistant County Attorney

Date: _____

By: _____
Anthony J. Winiecki, County Engineer

Date: _____

EXHIBIT A

POLICY STATEMENT


It is the policy of Scott County Government to provide Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity laws, directives, and regulations of Federal, State, and local governing bodies or agencies thereof, including Minnesota Statutes, Chapter 363A.

Scott County will not engage in any employment practices which discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, or status with regard to public assistance. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Further, Scott County fully supports incorporation of nondiscrimination rules and regulations into contracts and will commit the necessary time and resources to achieve the goals of Equal Employment Opportunity.

Any employee of the County who does not comply with the Equal Employment Opportunity Policies and Procedures set forth in this Statement and Plan will be subject to disciplinary action. Any subcontractor of the County not complying with all applicable Equal Employment Opportunity laws, directives, and regulations of Federal, State, and local governing bodies or agencies thereof, including Minnesota Statutes, Chapter 363A, will be subject to appropriate contractual sanctions.

Scott County has designated the Employee Relations Director as the manager of the Equal Opportunity Program. These responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this program, as required by Federal, State, and local agencies. The Scott County Administrator will receive and review reports on the progress of the program. If any employee or applicant for employment believes he or she has been discriminated against, please contact the Scott County Employee Relations Director, Scott County Employee Relations, Government Center Room 201, 200 Fourth Avenue West, Shakopee, Minnesota 55379-1220, or call (952) 496-8103.



Gary L. Shelton
Scott County Administrator

1/3/17

Date



Michael L. Beard
Chair, Board of Commissioners

1/3/17

Date

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL PROJECT QUANTITIES	SCOTT COUNTY		STORM SEWER		SHAKOPEE PUBLIC UTILITIES		ESTIMATED TOTAL AMOUNT
					S.A.P. 070-683-013	PROJ.	S.A.P. 070-683-013				
					NO. 83-22		PROJ. NO. 83-22		PROJ. NO. 83-22		
				ESTIMATED	ROADWAY	SHARE	ROADWAY	SHARE	ROADWAY	SHARE	
2021.501	MOBILIZATION	LUMP SUM	\$120,000.00	1	1	\$120,000.00					\$120,000.00
2031.501	FIELD OFFICE TYPE D	EACH	\$17,666.70	1	1	\$17,666.70					\$17,666.70
2101.502	CLEARING	TREE	\$180.00	26	26	\$4,680.00					\$4,680.00
2101.507	GRUBBING	TREE	\$210.00	26	26	\$5,460.00					\$5,460.00
2102.501	PAVEMENT MARKING REMOVAL	LUMP SUM	\$2,510.00	1	1	\$2,510.00					\$2,510.00
2104.501	REMOVE PIPE CULVERTS	LIN FT	\$14.00	765	765	\$10,710.00					\$10,710.00
2104.501	REMOVE WATER MAIN	LIN FT	\$12.50	61					61	\$762.50	\$762.50
2104.501	REMOVE SEWER PIPE (SANITARY)	LIN FT	\$10.40	831	831	\$8,642.40					\$8,642.40
2104.501	REMOVE CURB & GUTTER	LIN FT	\$4.00	3276	3276	\$13,104.00					\$13,104.00
2104.501	REMOVE FENCE	LIN FT	\$8.00	447	447	\$3,576.00					\$3,576.00
2104.503	REMOVE BITUMINOUS WALK	SQ FT	\$0.80	1079	1079	\$863.20					\$863.20
2104.503	REMOVE CONCRETE WALK	SQ FT	\$2.50	1948	1948	\$4,870.00					\$4,870.00
2104.503	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ FT	\$5.00	521	521	\$2,605.00					\$2,605.00
2104.503	REMOVE BITUMINOUS PAVEMENT	SQ FT	\$1.50	102184	102184	\$153,276.00					\$153,276.00
2104.503	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ FT	\$3.00	12336	12336	\$37,008.00					\$37,008.00
2104.509	REMOVE PIPE APRON	EACH	\$223.20	20			20	\$4,464.00			\$4,464.00
2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	\$367.40	4	4	\$1,469.60					\$1,469.60
2104.509	REMOVE CASTING	EACH	\$163.30	6					6	\$979.80	\$979.80
2104.509	REMOVE GATE VALVE & BOX	EACH	\$202.00	2					2	\$404.00	\$404.00
2104.509	REMOVE SIGN TYPE C	EACH	\$45.00	20	20	\$900.00					\$900.00
2104.509	REMOVE SIGN TYPE SPECIAL	EACH	\$203.00	3	3	\$609.00					\$609.00
2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	\$1.00	976	976	\$976.00					\$976.00
2104.523	SALVAGE GATE VALVE & BOX	EACH	\$535.00	4					4	\$2,140.00	\$2,140.00
2104.523	SALVAGE HYDRANT	EACH	\$700.00	4					4	\$2,800.00	\$2,800.00
2104.618	REMOVE STONE	SQ FT	\$115.00	700	700	\$80,500.00					\$80,500.00
2106.501	EXCAVATION - COMMON (P)	CU YD	\$6.00	14758	14758	\$88,548.00					\$88,548.00
2106.507	EXCAVATION - SUBGRADE (P)	CU YD	\$5.00	11965	11965	\$59,825.00					\$59,825.00
2106.522	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	\$15.00	12659	12659	\$189,885.00					\$189,885.00
2106.523	COMMON EMBANKMENT (CV) (P)	CU YD	\$5.00	7808	7808	\$39,040.00					\$39,040.00
2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$23.00	8686	8686	\$199,778.00					\$199,778.00
2360.501	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	\$75.00	720	720	\$54,000.00					\$54,000.00
2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,F)	TON	\$65.00	4840	4840	\$314,600.00					\$314,600.00
2360.502	TYPE SP 19.0 NON WEAR COURSE MIX (3,B)	TON	\$90.00	2740	2740	\$246,600.00					\$246,600.00
2411.604	MODULAR BLOCK RETAINING WALL	SQ YD	\$270.00	160	160	\$43,200.00					\$43,200.00
2501.515	15" RC PIPE APRON	EACH	\$550.00	4			4	\$2,200.00			\$2,200.00
2501.515	30" RC PIPE APRON	EACH	\$900.00	3			3	\$2,700.00			\$2,700.00
2501.521	22" SPAN RC PIPE-ARCH CULV CL IIA	LIN FT	\$60.00	207			207	\$12,420.00			\$12,420.00
2501.521	28" SPAN RC PIPE-ARCH CULV CL IIA	LIN FT	\$70.00	138			138	\$9,660.00			\$9,660.00
2501.521	36" SPAN RC PIPE-ARCH CULV CL IIA	LIN FT	\$80.00	15			15	\$1,200.00			\$1,200.00
2501.525	22" SPAN RC PIPE-ARCH APRON	EACH	\$600.00	3			3	\$1,800.00			\$1,800.00
2501.525	28" SPAN RC PIPE-ARCH APRON	EACH	\$800.00	2			2	\$1,600.00			\$1,600.00
2501.525	36" SPAN RC PIPE-ARCH APRON	EACH	\$1,000.00	1			1	\$1,000.00			\$1,000.00
2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	\$42.00	1231			1231	\$51,702.00			\$51,702.00
2503.541	18" RC PIPE SEWER DES 3006	LIN FT	\$36.00	31			31	\$1,116.00			\$1,116.00
2503.541	21" RC PIPE SEWER DES 3006	LIN FT	\$40.00	441			441	\$17,640.00			\$17,640.00
2503.541	24" RC PIPE SEWER DES 3006	LIN FT	\$45.00	627			627	\$28,215.00			\$28,215.00
2503.541	30" RC PIPE SEWER DES 3006	LIN FT	\$55.00	120			120	\$6,600.00			\$6,600.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$700.00	1			1	\$700.00			\$700.00
2503.602	SANITARY CASTING	EACH	\$1,250.00	6					6	\$7,500.00	\$7,500.00
2503.602	ADJUST SANITARY CASTING	EACH	\$568.80	6	6	\$3,412.80					\$3,412.80
2503.603	RECONSTRUCT SANITARY MANHOLE	LF	\$225.00	9.1	9.1	\$2,047.50					\$2,047.50
2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$1,600.00	6					6	\$9,600.00	\$9,600.00
2504.602	HYDRANT	EACH	\$4,988.90	3					3	\$14,966.70	\$14,966.70
2504.602	INSTALL HYDRANT	EACH	\$1,200.00	4					4	\$4,800.00	\$4,800.00
2504.602	ADJUST HYDRANT	EACH	\$1,025.00	2	2	\$2,050.00					\$2,050.00



ENGINEERS
PLANNERS
DESIGNERS

ENGINEER'S ESTIMATE
C.P. 83-22
S.A.P. 070-683-013
C.S.A.H. 83 AND 4TH AVE INTERSECTION RECONSTRUCTION
BY: SRF CONSULTING GROUP, INC.
1/13/2017

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL PROJECT QUANTITIES	SCOTT COUNTY		STORM SEWER		SHAKOPEE PUBLIC UTILITIES		ESTIMATED TOTAL AMOUNT
					S.A.P. 070-683-013	PROJ.	S.A.P. 070-683-013		PROJ. NO. 83-22		
					NO. 83-22		PROJ. NO. 83-22				
				ESTIMATED	ROADWAY	SHARE	ROADWAY	SHARE	ROADWAY	SHARE	
2504.602	INSTALL GATE VALVE & BOX	EACH	\$1,000.00	4					4	\$4,000.00	\$4,000.00
2504.602	ADJUST GATE VALVE & BOX	EACH	\$450.00	9	2	\$900.00			7	\$3,150.00	\$4,050.00
2504.602	6" PIPE PLUG	EACH	\$100.00	1					1	\$100.00	\$100.00
2504.602	18" GATE VALVE & BOX	EACH	\$17,000.00	2					2	\$34,000.00	\$34,000.00
2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	\$33.90	120					120	\$4,068.00	\$4,068.00
2504.603	18" WATERMAIN DUCTILE IRON CL 52	LIN FT	\$350.00	20					20	\$7,000.00	\$7,000.00
2504.604	4" POLYSTYRENE INSULATION	SQ YD	\$40.00	153.5	104	\$4,160.00	35.5	\$1,420.00	14	\$560.00	\$6,140.00
2506.501	CONST DRAINAGE STRUCTURE DESIGN F	LIN FT	\$250.00	48.4			48.4	\$12,100.00			\$12,100.00
2506.501	CONST DRAINAGE STRUCTURE DESIGN G	LIN FT	\$300.00	63.7			63.7	\$19,110.00			\$19,110.00
2506.501	CONST DRAINAGE STRUCTURE DESIGN H	LIN FT	\$250.00	10.1			10.1	\$2,525.00			\$2,525.00
2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$400.00	28			28	\$11,200.00			\$11,200.00
2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-60	LIN FT	\$500.00	9.2			9.2	\$4,600.00			\$4,600.00
2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-72	LIN FT	\$650.00	4.7			4.7	\$3,055.00			\$3,055.00
2506.501	CONST DRAINAGE STRUCTURE DES 54-4020	LIN FT	\$350.00	11.1			11.1	\$3,885.00			\$3,885.00
2506.501	CONST DRAINAGE STRUCTURE DES 60-4020	LIN FT	\$425.00	7.5			7.5	\$3,187.50			\$3,187.50
2506.501	CONST DRAINAGE STRUCTURE DES 72-4020	LIN FT	\$600.00	10.6			10.6	\$6,360.00			\$6,360.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	\$10,000.00	1			1	\$10,000.00			\$10,000.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 2	EACH	\$4,500.00	1			1	\$4,500.00			\$4,500.00
2506.516	CASTING ASSEMBLY	EACH	\$700.00	42			42	\$29,400.00			\$29,400.00
2511.502	RANDOM RIPRAP CLASS II	TON	\$53.85	82.7			82.7	\$4,453.40			\$4,453.40
2511.502	RANDOM RIPRAP CLASS III	TON	\$53.85	12			12	\$646.20			\$646.20
2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	\$3.00	275.7			275.7	\$827.10			\$827.10
2521.501	4" CONCRETE WALK	SQ FT	\$4.25	10105	10105	\$42,946.25					\$42,946.25
2521.501	6" CONCRETE WALK	SQ FT	\$7.50	2030	2030	\$15,225.00					\$15,225.00
2531.501	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	\$18.00	6237	6237	\$112,266.00					\$112,266.00
2531.501	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	\$19.00	293	293	\$5,567.00					\$5,567.00
2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$24.00	222	222	\$5,328.00					\$5,328.00
2531.501	CONCRETE CURB & GUTTER DESIGN S524	LIN FT	\$20.50	68	68	\$1,394.00					\$1,394.00
2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$68.00	278	278	\$18,904.00					\$18,904.00
2531.618	TRUNCATED DOMES	SQ FT	\$44.00	263	263	\$11,572.00					\$11,572.00
2545.602	ADJUST HANDHOLE	EACH	\$1,200.00	3	3	\$3,600.00					\$3,600.00
2545.509	GUIDE POST TYPE B	EACH	\$55.00	16			16	\$880.00			\$880.00
2557.501	WIRE FENCE DESIGN SPECIAL	LIN FT	\$55.00	185	185	\$10,175.00					\$10,175.00
2557.523	METAL BRACE ASSEMBLY-CHAIN LINK FENCE	EACH	\$500.00	4	4	\$2,000.00					\$2,000.00
2557.527	ELECTRICAL GROUND	EACH	\$150.00	1	1	\$150.00					\$150.00
2563.601	TRAFFIC CONTROL	LUMP SUM	\$50,000.00	1	1	\$50,000.00					\$50,000.00
2564.531	SIGN PANELS TYPE C	SQ FT	\$36.00	162.57	162.57	\$5,852.52					\$5,852.52
2564.531	SIGN PANELS TYPE D	SQ FT	\$29.10	20.67	20.67	\$601.50					\$601.50
2564.552	OBJECT MARKER TYPE X4-2	EACH	\$72.00	5	5	\$360.00					\$360.00
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM B	SIG SYS	\$32,000.00	1	1	\$32,000.00					\$32,000.00
2565.616	REVISE SIGNAL SYSTEM A	SYSTEM	\$4,000.00	1	1	\$4,000.00					\$4,000.00
2573.502	SILT FENCE, TYPE MS	LIN FT	\$3.00	2417	2417	\$7,251.00					\$7,251.00
2573.515	FILTER BERM TYPE 3	LIN FT	\$20.00	54			54	\$1,080.00			\$1,080.00
2573.530	STORM DRAIN INLET PROTECTION	EACH	\$185.00	47			47	\$8,695.00			\$8,695.00
2573.533	SEDIMENT CONTROL LOG TYPE WOOD CHIP	LIN FT	\$6.00	1167	1167	\$7,002.00					\$7,002.00
2574.508	FERTILIZER TYPE 3	POUND	\$0.80	673	673	\$538.40					\$538.40
2574.550	COMPOST GRADE 2	CU YD	\$60.00	95.3			95.3	\$5,718.00			\$5,718.00
2574.575	SUBSOILING	ACRE	\$450.00	0.2			0.2	\$90.00			\$90.00
2575.501	SEEDING	ACRE	\$200.00	3.4	3.4	\$680.00					\$680.00
2575.502	SEED MIXTURE 25-131	POUND	\$2.80	677	677	\$1,895.60					\$1,895.60
2575.502	SEED MIXTURE 25-141	POUND	\$3.10	11	11	\$34.10					\$34.10
2575.502	SEED MIXTURE 33-261	POUND	\$26.20	10	10	\$262.00					\$262.00
2575.515	MULCH MATERIAL TYPE 4	SQ YD	\$0.60	16278	16278	\$9,766.80					\$9,766.80
2575.523	EROSION CONTROL BLANKETS CATEGORY 3N	SQ YD	\$1.40	3113	3113	\$4,358.20					\$4,358.20
2575.560	HYDRAULIC MULCH MATRIX	POUND	\$0.50	8408	8408	\$4,204.00					\$4,204.00
2582.501	PAVT MSSG PAINT	SQ FT	\$18.00	456	456	\$8,208.00					\$8,208.00
2582.502	4" SOLID LINE PAINT	LIN FT	\$0.20	8014	8014	\$1,602.80					\$1,602.80
2582.502	6" SOLID LINE PAINT	LIN FT	\$0.40	6381	6381	\$2,552.40					\$2,552.40



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					S.A.P. 070-683-013 PROJ. NO. 83-22		S.A.P. 070-683-013 PROJ. NO. 83-22		PROJ. NO. 83-22		
					ESTIMATED	ROADWAY	SHARE	ROADWAY	SHARE	ROADWAY	
2582.502	24" SOLID LINE PAINT	LIN FT	\$15.00	48	48	\$720.00					
2582.502	4" BROKEN LINE PAINT	LIN FT	\$0.15	850	850	\$127.50					\$720.00
											\$127.50
2582.502	4" DBLE SOLID LINE PAINT	LIN FT	\$0.30	235	235	\$70.50					\$70.50
2582.503	CROSSWALK PAINT	SQ FT	\$3.50	720	720	\$2,520.00					\$2,520.00
ESTIMATED TOTAL COST						\$2,091,206.77		\$276,749.20		\$96,831.00	\$2,464,786.97

Monthly Water Dashboard

As of: January 2017

Shakopee Public Utilities Commission

ALL VALUES IN MILLIONS OF GALLONS

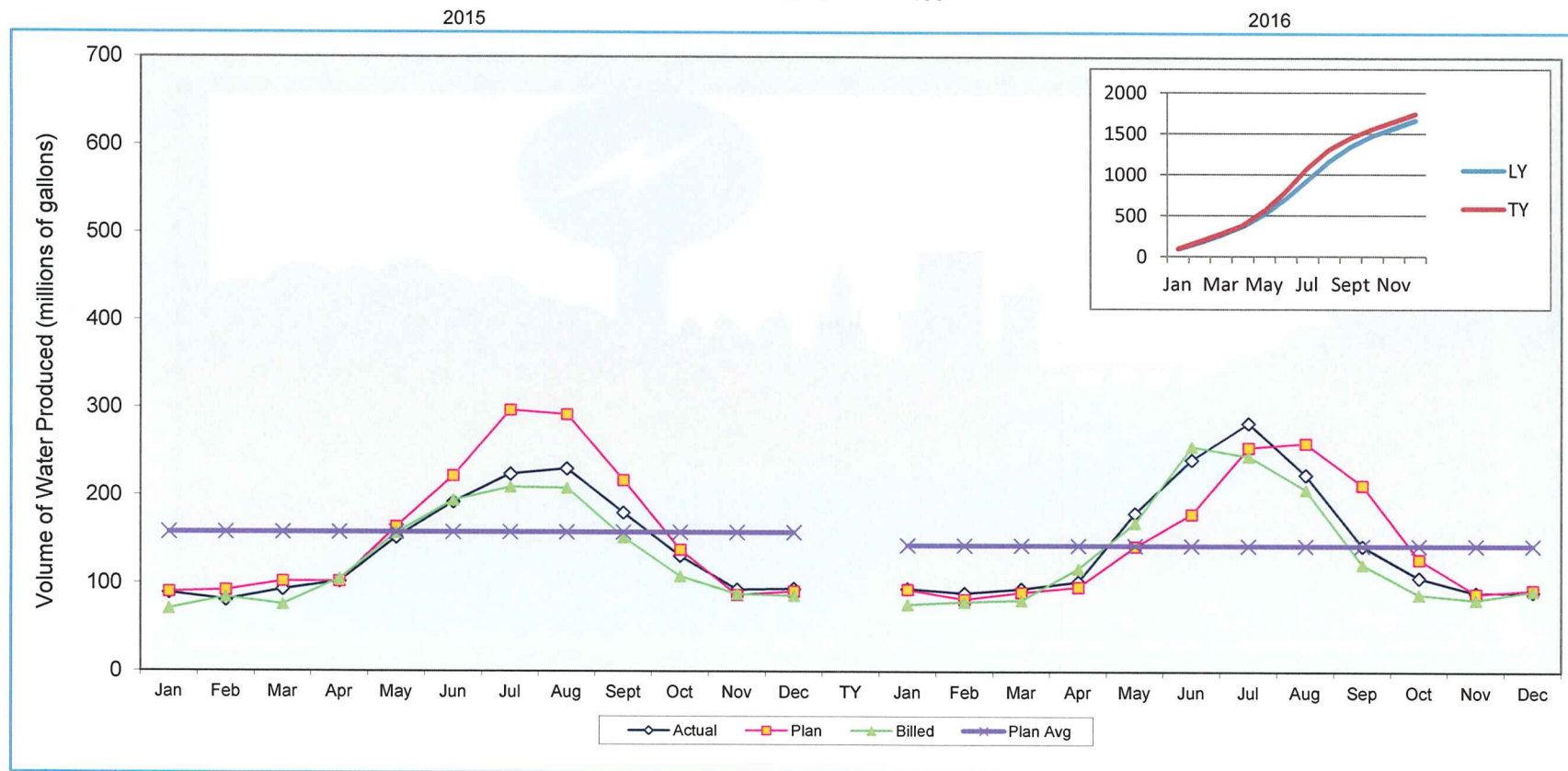
Element/Measure

Water Pumped/Metered

Averages

Last 6 months actuals	283	224	143	107	90	91
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2013	150
2014	140
2015	138



	LY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Actual		89	81	93	102	152	192	224	230	180	131	93	94		94	89	94	102	180	241	283	224	143	107	90	91
Plan		90	92	102	102	164	222	297	292	217	138	87	91		93	82	90	96	142	179	255	260	212	128	89	93
YTD % *															101%	105%	105%	105%	111%	117%	116%	109%	103%	101%	101%	101%
Billed		71	84	76	105	157	194	209	208	152	108	88	86		76	79	81	117	169	256	245	207	122	88	82	92

* Actual gallons pumped vs. Plan

**SHAKOPEE PUBLIC UTILITIES
MEMORANDUM**

TO: John Crooks, Utilities Manager 
FROM: Joseph D. Adams, Planning & Engineering Director 
SUBJECT: CR 78/79 Construction Cooperative Agreement
DATE: February 16, 2017

ISSUE

Scott County will be constructing a regional trail alongside of CR 78 from Jennifer Lane to CR 79 and alongside of CR 79 from CR 78 to CR 16/17th Avenue in 2017.

BACKGROUND

The Commission operates and maintains 8 inch, 16 inch and 12 inch water mains in the CR 79 road right of way north of Barrington Drive. The water main is presently located in the east boulevard area. Due to grade changes fire hydrants and valves in the area will have to be adjusted. The 2017-2021 CIP includes funding in the amount of \$50,000 for the hydrant and valve work in 2017.

DISCUSSION

Staff has been negotiating the attached Construction Cooperative Agreement for the past several months with Scott County staff. We have recently resolved all of the relative issues.

The agreement includes satisfactory terms addressing the following items:

1. The Commission desires to have Scott County staff complete the engineering design of the water main related work.
2. The Commission desires to have Scott County's contractor adjust the hydrants and valves on the water mains as a part of their project and for Scott County to provide construction management services.

3. The Commission will reimburse the County for the cost of items #1 and #2 based on actual construction costs, with allowances for engineering design and construction management services based on percentages of the construction costs similar to a city project.

The project engineer's estimate for the Commission's construction cost of fire hydrant and valve adjustments is \$7,100, and when adding in the 15% Scott County is charging for design, construction engineering and inspection services the estimated cost totals \$8,165. Per the attached agreement the actual cost will be based on the contract bid pricing.

RECOMMENDED ACTION

Staff recommends the Commission approve the CR 83 Construction Cooperative Agreement and authorize its execution by the designated parties.

COUNTY OF SCOTT CONSTRUCTION COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into as of this ____ day of _____, 2017, by and between the County of Scott, Minnesota, a municipal corporation, hereinafter referred to as the "County," and Shakopee Public Utilities Commission, Minnesota, a commissioned public utility corporation, hereinafter referred to as "SPUC."

RECITALS:

1. The County is planning to construct a regional bituminous trail adjacent to County Road 79 and CSAH 78, beginning at CSAH 17 and ending at CSAH 17, under its highway project known as County Project CP 79-11 and State Project SP 070-090-001 (hereinafter referred to as "Project").
2. The Project is located in the City of Shakopee.
3. Project construction is anticipated to begin in 2017. The County anticipates advertising the Project to solicit bids for construction in March 2017 and awarding the Project construction contract in April 2017.
4. As part of SPUC's legal obligations to cooperate with road projects, and in order to take advantage of the opportunity created by County's Project, SPUC is planning to complete watermain, valve and hydrant adjustments along the Project corridor. This work will be included as part of the construction plans for the Project.
5. The County and SPUC desire to enter into an agreement for the mutual benefit of each party from the economies of scale by incorporating the watermain, valve and hydrant work within the County's Project.

NOW THEREFORE, in consideration of the mutual undertakings and agreements contained within this agreement, the County and SPUC hereby agree as follows:

1. The County agrees to provide the preliminary and final design work and services to include SPUC's work within its Project. The plan set for the Project will be designed and prepared by Scott County Staff, in accordance with SPUC requirements for its portion of the work as described in their Water Policy Manual and as requested by SPUC. Services provided by the County are summarized as follows:
 - a. In conjunction with its Project, include all watermain, valve and hydrant work within the project corridor in the county highway Project plan set. This includes final plan drawings, watermain detail sheets, and tables as directed by SPUC staff.
 - b. In conjunction with its Project, include special provisions for the watermain, valve and hydrant work in the construction plans and

specifications as directed by SPUC staff. These provisions shall include, but not be limited to, providing for per unit bidding and changes in design quantities.

- c. Advertise and conduct a contract letting.
 - d. Award the Project to the lowest total project cost responsible bidder.
 - e. Administer the contract.
 - f. Resolve any issues or conflicts with the construction contractor so that the installation meets the requirements of the specifications and drawings. Provide SPUC written documentation of the resolution and all contract issues and conflicts within one week of resolution.
 - g. Track quantities and construction costs and provide final billing to SPUC.
2. SPUC agrees to provide construction inspection for all watermain, valve and hydrant related work including any daily written and photo documentation of construction activities, collection of GPS data, and quantities completed as needed.
3. SPUC shall reimburse the County as follows:
 - a. SPUC shall reimburse the County for one hundred percent (100%) of the construction costs of the watermain, valve and hydrant related work for said Project, as determined by the cost participation outlined in the County's SEQ Project Plan Sheets. This includes change orders during construction.
 - b. SPUC shall also reimburse the County for a portion of the mobilization and traffic control costs which shall be equal to the ratio of SPUC's the watermain, valve and hydrant related construction costs (as outlined in the County's SEQ Project Plan Sheets) to the total Project construction cost (estimated to be 1.2%).
 - c. SPUC shall also reimburse the County a share of the engineering and design, construction engineering and inspection services, and contract administration services for the Project, which shall be equal to ten percent (10%), three percent (3%), and two percent (2%), respectively. The rates stated herein shall be applied to the final construction cost of SPUC's work as outlined in the County's SEQ Project Plan Sheets.
 - d. It is further agreed that the unit prices set forth in the final construction contract with the successful bidder and the final quantities as measured by the County Engineer shall govern in computing the total final contract construction cost of said Project according to the provisions of this paragraph.
4. The County shall invoice SPUC for the estimated amounts due based upon the accepted bid within thirty (30) days of the County's award of the construction contract for the Project. Upon receipt of the invoice, SPUC shall deposit with the Scott County Treasurer ninety-five percent (95%) of SPUC's share of the estimated costs. The remaining five percent (5%) shall be invoiced and paid upon close-out of the Project. In the event the initial payment exceeds SPUC's final share of these costs, as determined by the actual final construction contract

costs, such overpayment shall be returned to SPUC by the County upon closeout of the Project.

5. This agreement shall be effective upon approval by the Scott County Board of Commissioners and the Commissioners of SPUC.
6. Scott County shall appoint an authorized agent for the purpose of administration of this agreement. SPUC is notified of the authorized agent of Scott County as follows:

Casy Weise
Program Specialist
Scott County
600 Country Trail East
Jordan, MN 55352
(952) 496-8043
cweise@co.scott.mn.us

The County is notified the authorized agent for SPUC as follows:

Joseph Adams
Planning and Engineering Director
Shakopee Public Utilities
P.O. Box 470
255 Sarazin Street
Shakopee, MN 55379-0470
952-233-1501

7. The provisions of Minn. Stat. Sec. 181.59 and of any applicable local ordinance relating to Civil Rights and discrimination and the affirmative action policy statement of Scott County shall be considered a part of this Agreement as though fully set forth herein, including Exhibit "A", attached and hereby incorporated.
8. Pursuant to Minn. Stat. Sec. 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of both parties relative to this agreement shall be subject to examination by the County and the State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be kept by both parties for a minimum of six (6) years following termination of this agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving either party regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of either party notifies in writing to the other that the records need no longer be kept.

9. The Parties agree to defend, indemnify, and hold each other, their respective employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission by them, or their subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished under the agreement. It is understood and agreed that liability of the Parties shall be governed by Minnesota Statute Section 466 and other applicable state and federal laws. The agreement to indemnify and hold harmless does not constitute a waiver by either Party of limitations on liability provided under Minnesota Statute Section 466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minn. Stat. §471.59, subd. 1a; provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

10. Both Parties shall maintain public liability coverage protecting itself, its Board, officers, agents, employees and duly authorized volunteers against any usual and customary public liability claims in amounts which shall, at a minimum, comply with Minn. Stat. 466.04 and Workers' Compensation and shall be in accordance with the Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement.
11. County and SPUC agree that neither party shall be liable for any delay or inability to perform this agreement, directly or indirectly caused by or resulting from strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of SPUC and the County.
12. Both Parties its agents, employees and any subcontractors of the Parties in providing all services hereunder, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, and Minn. Rules promulgated pursuant to Chap. 13. Both Parties agree to indemnify and hold each other, its officers, department heads and employees harmless from any claims resulting from their unlawful disclosure, failure to disclose, or use of data protected under state and federal laws.
13. Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed to the authorized agent of SPUC at its address stated herein, or to the authorized agent of the County at the address stated herein.

14. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this agreement and the legal relations between the herein Parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located with the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the herein Parties will be in the appropriate federal court within the State of Minnesota.
15. The County and SPUC respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement. Neither the County nor SPUC shall assign, sublet, or transfer any interest in this agreement without the prior written consent of the other.
16. The Parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, executed and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as for this agreement.
17. In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties unless such invalidity or non-enforceability would cause the agreement to fail its purpose. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
18. It is understood and agreed that the entire agreement of the Parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreements presently in effect between the County and SPUC relating to the subject matter hereof.
19. This agreement may be executed in one or more counterparts or in multiple originals, either one of which is as valid as the other and when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed intending to be bound thereby.

SHAKOPEE PUBLIC UTILITIES COMMISSION

(SEAL)

ATTEST:

By: _____
John Crooks, Utilities Manager

Date: _____

By: _____
Terrance Joos - President

Date: _____

By: _____
Deb Amundson - Vice President

Date: _____

COUNTY OF SCOTT

ATTEST:

By: _____
Gary Shelton, County Administrator

Date: _____

By: _____
Michael L. Beard, Chair of Its County Board

Date: _____

Approved as to form;

RECOMMEND FOR APPROVAL:

By: _____
Jeanne Anderson, Assistant County Attorney

Date: _____

By: _____
Anthony J. Winiecki, County Engineer

Date: _____

EXHIBIT A

POLICY STATEMENT

It is the policy of Scott County Government to provide Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity laws, directives, and regulations of Federal, State, and local governing bodies or agencies thereof, including Minnesota Statutes, Chapter 363A.

Scott County will not engage in any employment practices which discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, or status with regard to public assistance. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Further, Scott County fully supports incorporation of nondiscrimination rules and regulations into contracts and will commit the necessary time and resources to achieve the goals of Equal Employment Opportunity.

Any employee of the County who does not comply with the Equal Employment Opportunity Policies and Procedures set forth in this Statement and Plan will be subject to disciplinary action. Any subcontractor of the County not complying with all applicable Equal Employment Opportunity laws, directives, and regulations of Federal, State, and local governing bodies or agencies thereof, including Minnesota Statutes, Chapter 363A, will be subject to appropriate contractual sanctions.

Scott County has designated the Employee Relations Director as the manager of the Equal Opportunity Program. These responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this program, as required by Federal, State, and local agencies. The Scott County Administrator will receive and review reports on the progress of the program. If any employee or applicant for employment believes he or she has been discriminated against, please contact the Scott County Employee Relations Director, Scott County Employee Relations, Government Center Room 201, 200 Fourth Avenue West, Shakopee, Minnesota 55379-1220, or call (952) 496-8103.



Gary L. Shelton
Scott County Administrator

1/3/17

Date





Michael L. Beard
Chair, Board of Commissioners

1/3/17

Date

C P 7 9 - 1 1 E S T I M A T E																2/7/2017			
SPEC. NO.	ITEM	UNIT	UNIT PRICE	TOTAL EST'D QUANT'S	TOTAL EST'D AMOUNT	PARTICIPATING								NON-PARTICIPATING					
						SP 070-090-001								SCOTT COUNTY CP 79-11		CITY OF SNAKOEPEE		SHAKOPEE PUBLIC UTILITIES	
						CSAH 78 ROADWAY		CSAH 78 STORM SEWER		CR 79 ROADWAY		CR 79 STORM SEWER		EST'D QUANT.	EST'D AMOUNT	EST'D QUANT.	EST'D AMOUNT	EST'D QUANT.	EST'D AMOUNT
2021.501	MOBILIZATION	LUMP SUM	\$27,000.00	1	\$27,000.00	0.43	\$11,610.00	0.06	\$1,620.00	0.47	\$12,690.00	0.04	\$1,080.00						
2101.511	CLEARING AND GRUBBING	LUMP SUM	\$10,000.00	1	\$10,000.00	0.50	\$5,000.00			0.50	\$5,000.00								
2104.501	REMOVE METAL CULVERT	LIN FT	\$10.00	83	\$830.00			83	\$830.00										
2104.501	REMOVE CONCRETE CURB	LIN FT	\$5.00	154	\$770.00	26	\$130.00			128	\$640.00								
2104.503	REMOVE CONCRETE WALK	SO FT	\$2.50	371	\$927.50					371	\$927.50								
2104.503	REMOVE BITUMINOUS PAVEMENT	SO FT	\$10.00	1,503	\$15,030.00	1021	\$10,210.00			482	\$4,820.00								
2104.509	REMOVE METAL APRON	EACH	\$120.00	2	\$240.00			2	\$240.00										
2104.509	REMOVE DRAINAGE STRUCTURE	EACH	\$500.00	1	\$500.00														
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$5.00	334	\$1,670.00	96	\$480.00			238	\$1,190.00	1.00	\$500.00						
2104.523	SALVAGE VALVE	EACH	\$250.00		\$250.00													1.00	\$250.00
2104.523	SALVAGE HYDRANT	EACH	\$1,750.00		\$1,750.00													1.00	\$1,750.00
2104.523	SALVAGE CONCRETE APRON	EACH	\$350.00	2	\$700.00			1	\$350.00			1	\$350.00						
2104.523	SALVAGE SIGN TYPE C	EACH	\$40.00	30	\$1,200.00	17	\$680.00			13	\$520.00								
2105.501	COMMON EXCAVATION	CU YD	\$7.00	5,405	\$37,835.00	1979	\$13,853.00			3426	\$23,982.00								
2105.505	MUCK EXCAVATION	CU YD	\$10.00	1,000	\$10,000.00	1000	\$10,000.00												
2105.507	SURGRADE EXCAVATION	CU YD	\$4.00	2,331	\$9,324.00	822	\$3,288.00			1509	\$6,036.00								
2105.521	GRANULAR BORROW (CV)	CU YD	\$15.00	1,000	\$15,000.00	1000	\$15,000.00												
2105.522	SELECT GRANULAR BORROW (CV)	CU YD	\$10.00	3,210	\$32,100.00	1352	\$13,520.00			1858	\$18,580.00								
2105.523	COMMON BORROW (CV)	CU YD	\$15.00	7,069	\$106,035.00	4671	\$69,965.00			2397	\$35,955.00								
2105.601	DEWATERING	LUMP SUM	\$5,000.00	1	\$5,000.00	1	\$5,000.00												
2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	\$20.00	1,715	\$34,300.00	750	\$15,000.00			965	\$19,300.00								
2300.501	TYPE SP 12.5 WEARING COURSE MIXTURE (2,8)	TON	\$70.00	1,055	\$73,850.00	445	\$31,150.00			610	\$42,700.00								
2501.511	15" CS PIPE CULVERT	LIN FT	\$30.00	217	\$6,510.00			101	\$3,030.00			116	\$3,480.00						
2501.515	15" CS PIPE APRON	EACH	\$500.00	5	\$2,500.00			2	\$1,000.00			3	\$1,500.00						
2501.515	15" RC PIPE APRON	EACH	\$800.00	1	\$800.00			1	\$800.00										
2501.515	18" RC PIPE APRON	EACH	\$1,500.00	1	\$1,500.00							1	\$1,500.00						
2501.515	24" RC PIPE APRON	EACH	\$2,000.00	2	\$4,000.00			2	\$4,000.00										
2501.515	24" RC PIPE APRON	EACH	\$1,100.00	2	\$2,200.00			1	\$1,100.00			1	\$1,100.00						
2501.515	INSTALL CONCRETE APRON	EACH	\$1,100.00	2	\$2,200.00			1	\$1,100.00			1	\$1,100.00						
2503.511	15" RC PIPE SEWER CLASS III	LIN FT	\$30.00	118	\$3,540.00			84	\$2,520.00			34	\$1,020.00						
2503.511	18" RC PIPE SEWER CLASS III	LIN FT	\$40.00	50	\$2,000.00							50	\$2,000.00						
2503.511	24" RC PIPE SEWER CLASS V	LIN FT	\$55.00	86	\$4,730.00			86	\$4,730.00										
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$700.00	3	\$2,100.00			1	\$700.00			2	\$1,400.00						
2504.602	ADJUST HYDRANT	EACH	\$1,200.00		\$1,200.00													1.00	\$1,200.00
2504.602	ADJUST GATE VALVE AND BOX	EACH	\$800.00		\$800.00													4.00	\$3,200.00
2504.602	ADJUST WATER MANHOLES	EACH	\$1,500.00		\$1,500.00													1.00	\$1,500.00
2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	\$2,500.00	2	\$5,000.00							2	\$5,000.00						
2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	EACH	\$3,500.00	1	\$3,500.00			1	\$3,500.00										
2506.503	ADJUST DRAINAGE STRUCTURE	LIN FT	\$300.00	16.33	\$4,899.00	16.33	\$4,899.00												
2506.516	CASTING ASSEMBLY	EACH	\$700.00	3	\$2,100.00			1	\$700.00			2	\$1,400.00						
2506.522	ADJUST FRAME AND RING CASTING	EACH	\$550.00	5	\$2,750.00	5	\$2,750.00												
2511.501	RANDOM RIPRAP CLASS III	CU YD	\$85.00	70	\$5,950.00			40	\$3,400.00			30	\$2,550.00						
2521.501	4" CONCRETE WALK	SO FT	\$8.00	3,058	\$24,464.00					3058	\$24,464.00								
2521.501	6" CONCRETE WALK	SO FT	\$8.00	1,528	\$12,224.00	482	\$3,856.00			1046	\$8,368.00								
2531.501	CONCRETE CURB AND GUTTER DESIGN B424	LIN FT	\$35.00	154	\$5,390.00	26	\$910.00			128	\$4,480.00								
2531.618	TRUNCATED DOMES	SO FT	\$42.00	212	\$8,964.00	68	\$2,856.00			144	\$6,048.00								
2557.501	WIRE FENCE DESIGN 48V-0322	LIN FT	\$30.00	422	\$12,660.00					422	\$12,660.00								
2563.601	TRAFFIC CONTROL	LUMP SUM	\$12,000.00	1	\$12,000.00	0.43	\$5,160.00	0.06	\$720.00	0.47	\$5,640.00	0.04	\$480.00						
2564.537	INSTALL SIGN TYPE C	EACH	\$152.00	30	\$4,560.00	17	\$2,584.00			13	\$1,976.00								
2565.512	APS PUSH BUTTON & SIGN	EACH	\$800.00	4	\$3,200.00					4	\$3,200.00								
2573.502	SILT FENCE, TYPE MS	LIN FT	\$2.00	8,556	\$17,112.00	4121	\$8,242.00			4435	\$8,870.00								
2573.53	STORM DRAIN INLET PROTECTION	EACH	\$200.00	13	\$2,600.00	2	\$400.00			11	\$2,200.00								
2573.533	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	\$5.00	233	\$1,165.00	68	\$340.00			165	\$825.00								
2573.56	CULVERT END CONTROLS	EACH	\$200.00	15	\$3,000.00	7	\$1,400.00			8	\$1,600.00								
2574.508	FERTILIZER TYPE 3	POUND	\$1.00	1,300	\$1,300.00	675	\$675.00			625	\$625.00								
2575.501	SEEDING	ACRE	\$100.00	4.30	\$430.00	2	\$223.00			2	\$207.00								
2575.502	SEED MIXTURE 25-141	POUND	\$2.50	63	\$157.50	63	\$157.50												
2575.502	SEED MIXTURE 25-151	POUND	\$2.50	399	\$997.50	144	\$360.00			255	\$637.50								
2575.511	MULCH MATERIAL TYPE 1	TON	\$100.00	8.6	\$860.00	5	\$460.00			4	\$420.00								
2575.519	DISK ANCHORING	ACRE	\$50.00	4.30	\$215.00	2	\$111.50			2	\$103.50								
2575.523	EROSION CONTROL BLANKETS CATEGORY 3N	SO YD	\$2.00	2,488	\$4,976.00	951	\$1,902.00			1537	\$3,074.00								
2582.502	12" SOLID LINE PAINT	LIN FT	\$4.00	147	\$588.00	50	\$200.00			57	\$228.00								
2582.618	CROSSWALK MARKING-PAINT (WET REFLECTIVE)	SO FT	\$2.00	1,674	\$3,348.00	360	\$720.00			1314	\$2,628.00								
TOTALS					\$576,457.78		\$254,168.00		\$29,340.00		\$269,339.78		\$23,360.00						\$7,100.00
GRAND TOTAL													\$583,307.78						

**SHAKOPEE PUBLIC UTILITIES
MEMORANDUM**

TO: John Crooks, Utilities Manager 
FROM: Joseph D. Adams, Planning & Engineering Director 
SUBJECT: CR 83 Overhead Facilities Relocation
DATE: February 16, 2017

ISSUE

Scott County is re-constructing CR 83 from CR 101 to Valley Industrial Boulevard South (VIBS) during 2017-18. The planned improvements to this section of the roadway will require the relocation of approximately 1,020 feet of the overhead three phase electric utility feeder line designated DL-41.

BACKGROUND

DL-41 runs along the west side of CR 83 in the project area, extending west from CR 83 along the south side of 4th Avenue and east from CR 83 along the south side of VIBS.

DISCUSSION

Staff has reviewed the preliminary construction plans for the right of way improvements and has determined:

This section of DL-41 must be relocated due to the planned road improvements. The estimated cost to construct replacement overhead facilities and to remove the existing lines and power poles that have to be relocated is \$50,253, which includes \$4,400 for removal.

The cost for construction of new overhead facilities plus removal and retirement of the existing overhead facilities that have to be relocated would normally be absorbed as an operating expense. However, in this case an easement for the electric facilities was obtained when they were initially constructed. The CR 83 road right of way at the time of electric line construction was only 33 feet west of the centerline. Consequently, a 17 foot electric easement was granted by the adjacent property owners Joseph and Muriel Koskovich on April 2nd, 1980 to the City of Shakopee and the Commission. Scott County has indicated that utilities have the right to request cost reimbursement when relocating their facilities the first time in these situations.

The estimated cost to relocate this section of DL-41 underground would be approximately \$106,471, which includes \$4,400 for removal. The removal cost would normally be absorbed as an operating expense, but for the easement situation described above. Should the City Council, under their right of way management authority, order the relocated facilities be placed underground the additional cost of \$55,818 (\$106,071-\$50,253), would normally, per Commission policy, be funded out of the Underground Relocation Fund. The question will be will Scott County reimburse 100% of the cost to relocate the facilities underground if the undergrounding is so ordered by the Council or will Scott County only reimburse the Commission for the overhead relocation cost estimate?

RECOMMENDATIONS

Staff recommends:

1. The Commission formally notifies Scott County of the Commission's intention to seek reimbursement of the relocation costs.
2. The Commission accepts the estimated costs to relocate overhead facilities due to the planned 2017-18 CR 83 road improvement project.
3. The Commission directs staff to forward the estimated costs to the Council to aid the Council in making their determination under the City's Right of Way Management Ordinance whether or not to order the overhead facilities to be relocated underground.
4. The Commission requests clarification of the County's reimbursement policy, in the event the Council orders the overhead facilities to be relocated underground

REQUESTED ACTION

Staff requests the Commission adopt the recommended actions.



January 16, 2017
SRF No. 9026

SUBJECT: C.S.A.H. 83 and 4th Avenue Intersection Reconstruction
C.P. 83-22 (C.S.A.H. 83), S.A.P. 070-683-013
Location: C.S.A.H. 83 from C.S.A.H. 101 to 60' North of Valley Industrial Blvd S.

Dear Utility Owner:

At this time, SRF Consulting Group, Inc. and Scott County are in the process of finalizing the construction plans for the above-referenced project. Utility Letters have been sent regarding the project listed above via email and US Mail on October 13th and November 28th that included plans with the depiction of all of the utility information we have gathered to date. A previous Utility Meeting was held on October 27th, 2016 at the Scott County Highway Department. The project involves bituminous paving, a bituminous trail, grading, striping, signing, curb & gutter, and drainage.

Utility Relocation Meeting

Scotty County has scheduled the Utility Relocation Meeting at 10:00 AM on Thursday February 9th, 2017 at the Scott County Highway Department located at 600 Country Trail E, Jordan, Minnesota. The purpose of this meeting is to discuss the Utility Relocation and project schedule, resolve issues, and work toward relocating utility facilities in an orderly and efficient manner. Scott County is requesting that all apparent conflicts between the proposed project and your existing facilities be relocated by August 21st 2017. This meeting will be your best opportunity to avoid costly utility relocations.

According to Minnesota Statutes, section 216D.04, you must attend this meeting, or make other arrangements to provide information. All utility owners must participate in the meeting and understand any decisions that are made. Since the relocation of one utility owner's facilities can affect the existing and proposed facilities of another, this meeting can provide you with opportunities to work together and minimize your impacts. If you will be unable to attend, please send a representative to the meeting who will be prepared to discuss relocations, schedules, and any other issues that arise and can make decisions about this project.

Requirements for Relocations and Adjustments

Please review the enclosed plan sheets to determine what adjustment or relocation of your facilities will be necessary to accommodate the proposed construction. You will need to adjust or relocate your facilities, please bring a relocation schedule and two copies of a relocation plan to the Utility Relocation Meeting on February 9th 2017.

Instructions for preparing your relocation plans can be found in the MnDOT Utility Accommodation and Coordination Manual. With your relocation plan, please include a relocation schedule.

Your schedule must include the estimated number of consecutive calendar days that you need to complete each relocation activity or the date by which you plan to complete your work. You will also need to submit

any items that the County, the contractor, or other utility owners must do before your relocation begins, and any items on which your schedule is contingent, such as receipt of environmental permits, availability of materials, or weather constraints.

Please break the schedule down into individual tasks, such as engineering, ordering and receiving materials, securing contractors, performing the relocation work, etc. Include any instructions or constraints that others must follow when working around your in-place facilities.

Reimbursable Relocations

Scott County is requesting all facilities located within the proposed roadway and marked as being in conflict in the plans to be relocated. If you believe your relocation is eligible for reimbursement please contact Anthony Sellner with Scott County at:

Scott County Highway Department
600 County Trail E
Jordan, MN 55352

Please show the location of any easements you may have on the plan. You do not need to provide legal descriptions or documents with the plan; however, if you have not already done so, you must submit all legal documents to the County with a letter indicating whether you intend to seek reimbursement for your relocation work.

If you believe that any of your utility facilities meet the first move reimbursement requirement of Minnesota Rules 8810.3300, subpart 3, please advise of this in writing.

If there is a valid reason why you cannot complete your relocation plan by the date above, or if you will not be able to finish the necessary relocation prior to construction, please notify our office immediately.

Thank you for your cooperation in the design of this project. We believe that by working together, we can reduce overall project costs, better serve the public, and provide a better experience for all involved. If you have any questions or comments regarding the plan for this project or the requested information, please contact Scott County at (952)496-8346.

Sincerely,

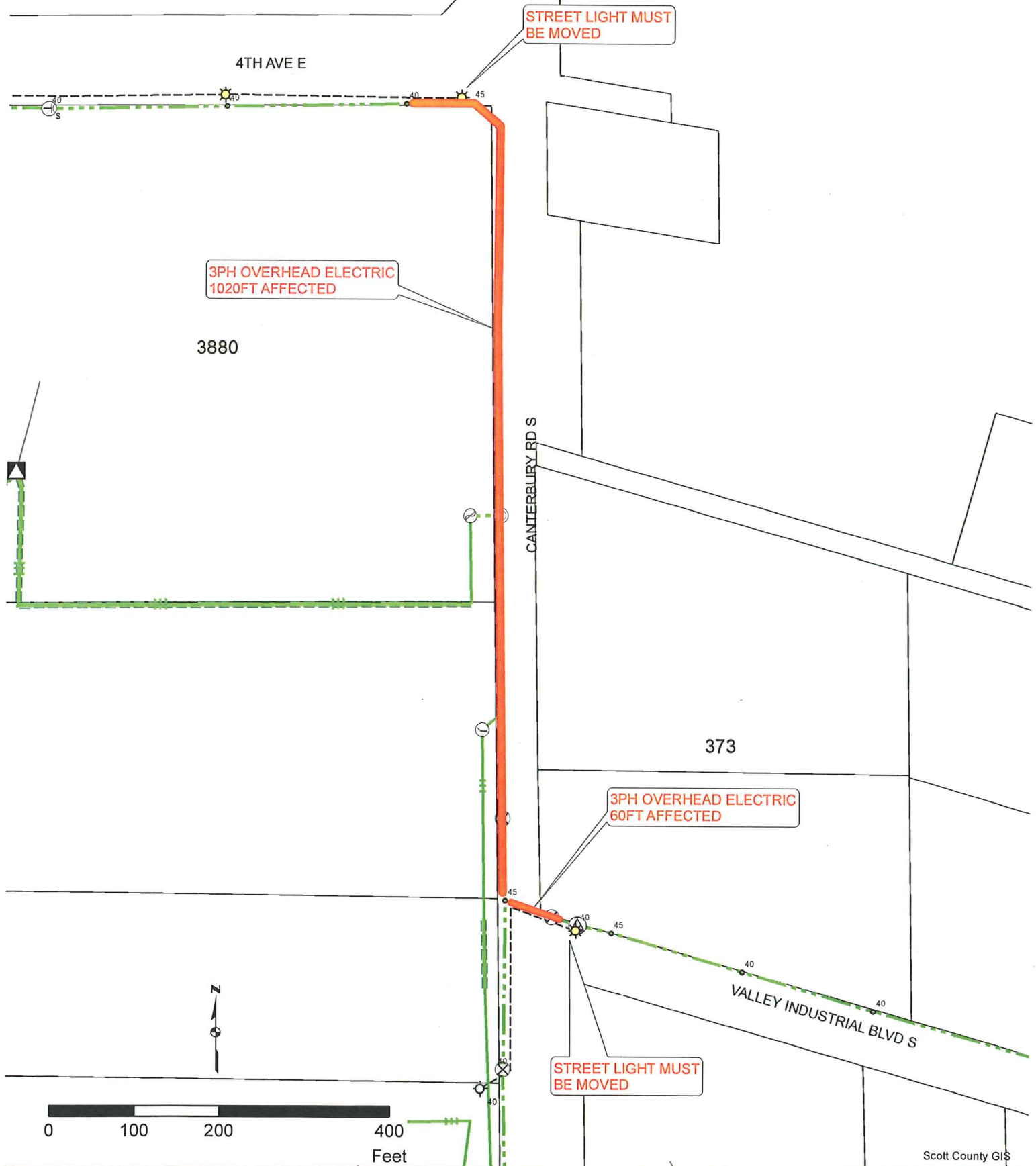


Kevin LaRue, P.E.
Associate
SRF Consulting Group, Inc.
klarue@srfconsulting.com

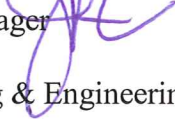
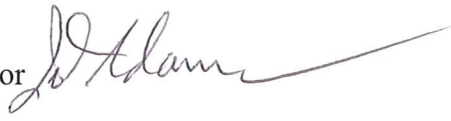
One North Second Street, Suite 126, Fargo, ND 58102

cc: Anthony Sellner
Curt Kobilarcsik
Kevin Julie

SCOTT COUNTY 2017 PROJECT
4TH AVE & CR 83 RECONSTRUCTION
SPU OVERHEAD ELECTRIC RELOCATION



**SHAKOPEE PUBLIC UTILITIES
MEMORANDUM**

TO: John Crooks, Utilities Manager 
FROM: Joseph D. Adams, Planning & Engineering Director 
SUBJECT: CR 78/79 Overhead Facilities Relocation
DATE: February 16, 2017

ISSUE

Scott County is constructing a regional trail along CR 78 from Jennifer Lane to CR 79 and along CR 79 from CR 78 to CR 16/17th Avenue during 2017. The planned improvements of the trail in this area will require the relocation of approximately 650 feet of the double circuit overhead three phase electric utility feeder lines designated SS-31 and SS-34 along CR 78.

BACKGROUND

SS-31 and SS-34 run along the north side of CR 78 in the project area, extending east from CR 79.

DISCUSSION

Staff has reviewed the preliminary construction plans for the improvements within the right of way and has determined:

This section of SS-31 and SS-34 must be relocated due to the planned regional trail construction. The estimated cost to construct replacement overhead facilities and to remove the existing lines and power poles that have to be relocated is \$49,577, which includes \$3,300 for removal.

The cost for construction of new overhead facilities plus removal and retirement of the existing overhead facilities that have to be relocated would be absorbed as an operating expense.

The estimated cost to relocate this section of SS-31 and SS-34 underground would be approximately \$59,440, which includes \$3,300 for removal. The removal cost would be absorbed as an operating expense. Should the City Council, under their right of way management authority, order the relocated facilities be placed underground the additional cost of \$9,863 (\$59,440-\$49,577), would per Commission policy be funded out of the Underground Relocation Fund.

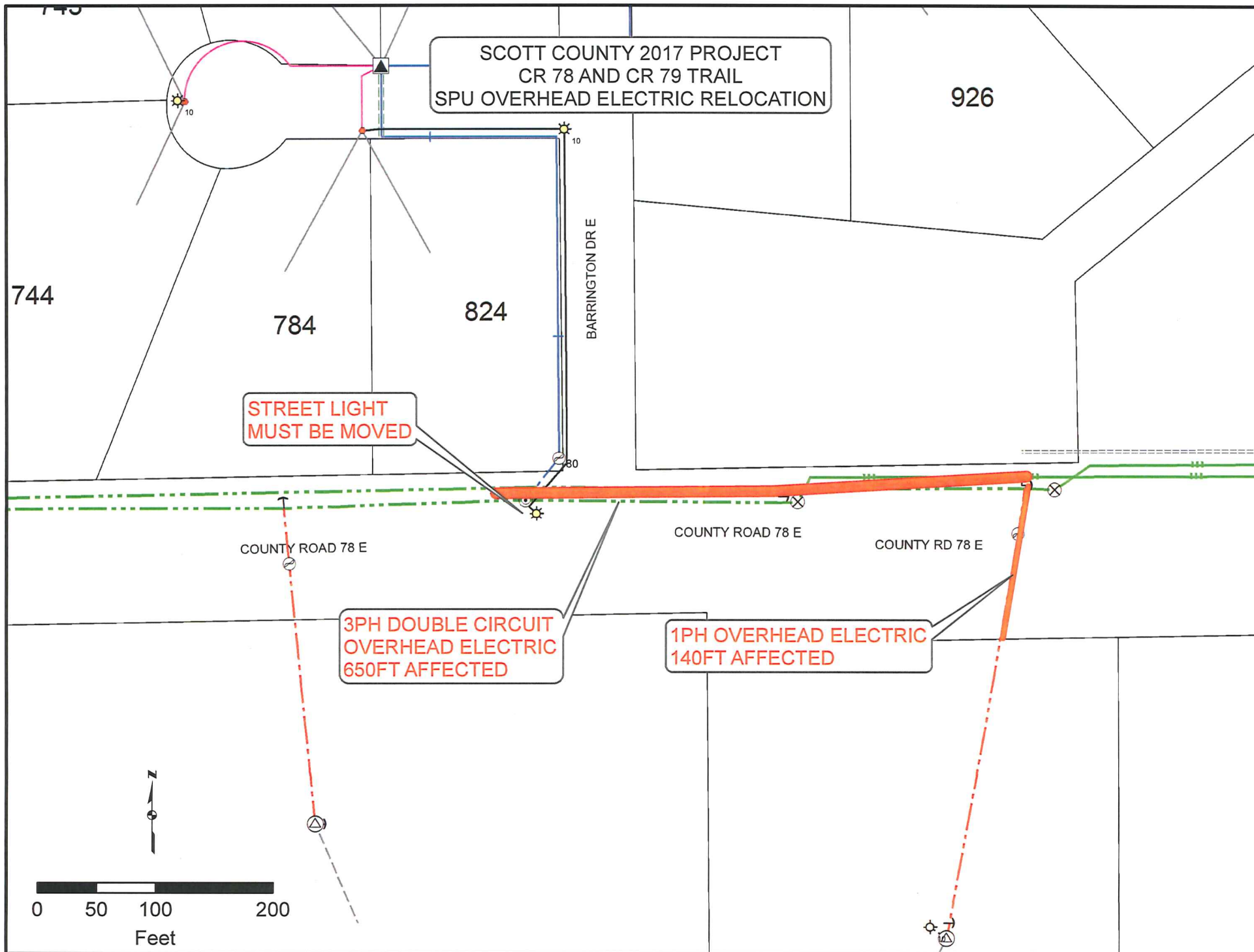
RECOMMENDATIONS

Staff recommends:

1. The Commission accepts the estimated costs to relocate overhead facilities due to the planned 2017 CR 78/79 regional trail improvement project.
2. The Commission directs staff to forward the estimated costs to the Council to aid the Council in making their determination under the City's Right of Way Management Ordinance whether or not to order the overhead facilities to be relocated underground.


REQUESTED ACTION

Staff requests the Commission adopt the recommended actions.



**SHAKOPEE PUBLIC UTILITIES
MEMORANDUM**

TO: SHAKOPEE PUBLIC UTILITIES COMMISSION
FROM: JOHN R. CROOKS, UTILITIES MANAGER
SUBJECT: E-BILL PRESENTMENT - UPDATE
DATE: FEBRUARY 17, 2017



Discussions took place during last week's evaluation work session as to the status of the E-Bill Project. I had stated that the project was getting quite close to have it implemented. Besides SPU Staff, Paymentus and Impact Printing Solutions are involved with the final product development.

It was incorrectly stated that final testing has commenced. There is approximately 8 hours of programming left for Paymentus, which will then provide the opportunity for testing the E-Bills. It would be expected this testing would begin in early March.