

AGENDA
SHAKOPEE PUBLIC UTILITIES COMMISSION
REGULAR MEETING
June 21, 2021

1. **Call to Order** at 5:00pm in the SPUC Service Center, 255 Sarazin Street.
 - 1a) **Roll Call**
2. **Communications**
3. **Consent Agenda**
 - C=> 3a) Approval of June 7, 2021 Minutes (GD)
 - C=> 3b) Approval of June 21, 2021 Agenda (KM)
 - C=> 3c) June 7, 2021 Warrant List
Account Credit Request/Deposit Refunds (JM)
 - C=> 3d) June 18, 2021 Warrant List (JM)
 - C=> 3e) Water Dashboard (LS)
 - C=> 3f) Hansen Ave Change Order No 1 (LS)
 - C=> 3g) Res#2021-10 Resolution Approving of the Estimated Cost of Pipe Oversizing on the Watermain Project for Summerland Place 1st Addition (JA)
 - C=> 3h) Res#2021-11 Resolution Setting the Amount of the Trunk Water Charge, Approving of Its Collection and Authorizing Water Service to Certain Property in Summerland Place 1st Addition (JA)
 - C=> 3i) CR 83 Country Project 83-24 and SPU 18-inch Watermain Replacement (JA)
4. **Reports: Liaison Items**(JB)
5. **Public Comment Period.** The public comment period provides an opportunity for the public to address the Commission on items that are not on the agenda. Comments should **not** exceed five minutes. The SPU President 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, or for political endorsements or campaigns. The public comments are intended for informational purposes only; Commissioners will not enter into a dialogue with commenters, and questions from Commissioners will be for clarification only.
6. **Reports: General Manager**
 - 6a) General Manager Update - Verbal (GD)
 - 6b) Information to Commissioners (GD)
7. **Reports: Water Items**
 - 7a) Water System Operations Report – Verbal (LS)
 - 7b) Status Update for UPRR Water Main Pipeline Crossing at Scott Street (JA)
 - 7c) Summer 2021 Pumpage Update (LS)
 - 7d) Sprinkler Restrictions for City of Shakopee (LS)

8. **Reports: Electric Items**

- 8a) Electric System Operations Report – Verbal (BC)
- 8b) EV Chargers installed in Parks - Verbal (GD)
- 8c) Electric Vehicle (EV) Chargers (JA)

9. **Reports: Human Resources**

10. **Reports: General Items**

- 10a) Marketing/Customer Service Report – Verbal (SW)
- 10b) Considerations of Purchasing/Contracts Policy (JM)
- 10c) Request to Remove Interview Videos from SPU Website (KB)

11. **Items for Future Agendas**

12. **Tentative Dates for Upcoming Meetings**

- Regular Meeting -- July 6, 2021 (Tuesday)
- Mid Month Meeting -- July 19, 2021
- Regular Meeting -- August 2, 2021
- Mid Month Meeting -- August 16, 2021

13. **Adjourn to July 6, 2021 (Tuesday) Regular Meeting** at the SPUC Service Center, 255 Sarazin Street

MINUTES OF THE
SHAKOPEE PUBLIC UTILITIES COMMISSION
June 7, 2021
Regular Meeting

1. Call to Order. Vice President Fox called the June 7, 2021 meeting of the Shakopee Public Utilities Commission to order at 5:00 P.M.
2. Roll Call. Vice President Fox, Commissioner Brennan, Commissioner Krieg, and Commissioner Letourneau were present.
3. Approval of Consent Agenda. Commissioner Letourneau moved approval of the consent agenda. Commissioner Krieg seconded the motion. Ayes: Fox, Brennan, Krieg, Letourneau. Nays: None. Motion carried. The approved items were: May 17, 2021 Minutes; May 19, 2021 Special Meeting Minutes; May 25, 2021 Special Meeting Minutes; June 2, 2021 Special Meeting Minutes; June 7, 2021 Agenda; June 7, 2021 Warrant List; MMPA May Meeting Update; and Res#2021-09 Setting the Amount of the Trunk Water Charge, Approving of Its Collection, and Authorizing Water Service to Certain Property in Jefferson Courts.
4. Liaison Report. Commissioner Brennan reported that the number of building permits projected for calendar-year 2021 was met in May of 2021, seven months early. She asked about preparation for utility needs for this growth. Mr. Drent noted that SPU has planned for this growth.
5. General Manager Report. Greg Drent, General Manager, noted that the Minnesota Bureau of Mediation Services has scheduled a vote of applicable employees as to union status for June 21, 2021. He also discussed options for electric vehicle charging stations through MMPA. Mr. Drent explained that MMPA will donate one charger and SPU may pay for additional chargers, currently estimated to cost \$7,500 each. The consensus among Commissioners was to explore three additional chargers, located throughout the city. Mr. Drent proposed further discussions with MMPA and returning with potential locations and financial information for Commission approval. Mr. Drent also presented site plans for the SPU drive-through window and renovations. He noted that the SPU lobby is now open and that the new hours are working well.
6. Water Report. Lon Schemel, Water Superintendent, provided an update on Tank #8. He presented an update of the flushing program, noting that essentially only Southbridge remains, which is expected to take two weeks. Mr. Schemel noted that with the hot temperatures, water use has increased significantly, from approximately 6 million gallons/day in May to over 10 million gallons/day. He noted that SPU will discontinue the flushing because SPU is asking customers to conserve water and SPU should too.

County Road 83 Water Main Bid. Mr. Adams, Director of Planning and Engineering, provided an update on the County Road 83 project. He noted that SPU and the County had signed a Construction Agreement in which the County prepared an RFP for the project. Mr. Adams stated that the County received bids that significantly exceed estimates from the County Engineer. He

noted that County, City, and SPU staff recommend that the bids be rejected and rebid in the fall. Mr. Adams noted that SPU and the County may wish to explore options as to the water main portion of the project. Motion by Commissioner Letourneau, seconded by Commissioner Krieg, to support the rebidding of this project. Ayes: Fox, Brennan, Krieg, Letourneau. Nays: None. Motion carried.

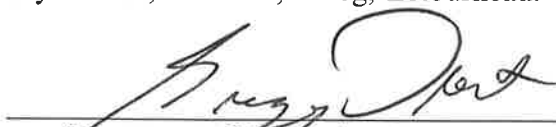
7. Electric Report. Brad Carlson, Assistant Electric Superintendent, described seven outages since the last Commission meeting. He provided an update of other projects, including relocating a power pole and upcoming demolition and pole removal for Hentges Way; removing a power line for the Schneider demolition project; moving overhead facilities underground on Fuller; and assisting Amazon with a scheduled outage for maintenance. Mr. Carlson noted that electric usage today was reaching a peak load, currently at 102 megawatts; the record is 104.5 megawatts.

8. Collection Process Update. Ms. Walsh, Director of Customer Relations and Marketing, provided an update on collections. She explained the recent notices and communications to customers with delinquent accounts. She noted that 157 payment plans are in process. Ms. Walsh provided an outline of upcoming steps, including disconnections scheduled for June 22 and June 23, for approximately 150-175 customers. She noted that SPU staff will work with customers on payment plans even on disconnection days. Ms. Walsh asked for guidance as to whether customers on a payment plan who miss a payment must pay all amounts owing, or only the missed payment, to avoid disconnection. The consensus of Commissioners was that only one payment plan payment may be late within a 12-month period and the customer must arrange payment of the late payment to avoid disconnection; a second late payment would result in disconnection, with payment of the full amount outstanding and the reconnection fee required.

9. 2020 Audit. Ms. Jean McGann, AEM, introduced Andrew Grice, CPA, from berganKDV, SPU's auditors. Mr. Grice presented the 2020 Audit Report with an unmodified opinion, Financial Statements, and Communications Letter, identifying no instances of legal noncompliance and no material weaknesses or significant deficiencies. Motion by Commissioner Krieg to approve the 2020 Audit Report, seconded by Commissioner Letourneau. Ayes: Fox, Brennan, Krieg, Letourneau. Nays: None. Motion carried.

10. Future Agenda Items. Commissioner Brennan moved to include a public comment period in future agendas. Commissioner Krieg seconded the motion. Ayes: Fox, Brennan, Krieg, Letourneau. Nays: None. Motion carried. Commissioner Brennan also requested an update as to cybersecurity.

11. Adjourn. Motion by Commissioner Letourneau, seconded by Commissioner Krieg, to adjourn to the June 21, 2021 meeting. Ayes: Fox, Brennan, Krieg, Letourneau. Nays: None. Motion carried.


Greg Drent, Commission Secretary

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REGULAR MEETING
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SHAKOPEE PUBLIC UTILITIES COMMISSION

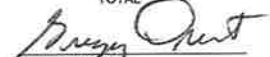

Warrant List
Account Credit Request/Deposit Refunds
June 7, 2021

By direction of the Shakopee Public Utilities Commission, the Secretary does hereby
authorize the following warrants drawn upon the Treasury of Shakopee Public Utilities

58694	Rachel Abele	\$	20.06
58695	Jesse Abrahamson	\$	77.06
58696	Aden Ali	\$	61.26
58697	Anderson Companies	\$	538.61
58698	Sarah Andreoff	\$	21.55
58699	Arlington Ridge Apts	\$	30.76
58700	Kathy Bach	\$	29.07
58701	Mary Ann Benner	\$	40.95
58702	Sara Bennett	\$	76.47
58703	Bergstad Apartments	\$	32.14
58704	Joshua Biezuns	\$	28.09
58705	Blackstone 1 LLC	\$	25.00
58706	Tammy L Bladow	\$	57.87
58707	Dustin Brakemeier	\$	71.88
58708	Tabitha Brandau	\$	402.47
58709	Patrick Brennan	\$	11.17
58710	Patrick C Brennan	\$	11.09
58711	Samuel & Dayna Brent	\$	70.14
58712	Timothy Bryant	\$	222.34
58713	Cherie Byers	\$	64.41
58714	Zhelun Cao	\$	71.27
58715	Sumon & Sanhita Chatterjee	\$	128.13
58716	Cherne Industries	\$	593.81
58717	Cities Edge Motorsports	\$	51.18
58718	Dana Daniels	\$	150.57
58719	Uriel De La Rosa Rodriguez	\$	86.86
58720	Ayaka & Jonathan Dedekam	\$	50.44
58721	A. Dale Dollerschell	\$	7.95
58722	Jessica Driver	\$	40.00
58723	Ram M Durbæj	\$	52.93
58724	Kathleen Erickson	\$	21.62
58725	Vanessa Evans	\$	32.27
58726	Eric Fink	\$	63.92
58727	Shirley A Fink	\$	5.97
58728	Jacqueline Gagnon	\$	57.64
58729	Megan Giesen	\$	16.21
58730	Alejandro Guevara	\$	10.64
58731	William Hamilton	\$	33.02
58732	Gail A Holm	\$	19.36
58733	Johanna & Ryan Holmvig	\$	2.11
58734	Huntington Park Apartments	\$	17.24
58735	Jawahir Hussein and Hussein Jama Sudi	\$	19.90
58736	Raymond Isle	\$	39.00
58737	Elizabeth K Johnson	\$	13.10
58738	Tim L Jorgensen	\$	26.97
58739	Srinivas Kaki	\$	1.70
58740	Robert Kalton	\$	31.45
58741	Martin & Greta Kiener	\$	5.90
58742	Kumon Math & Reading Center of Shakopee	\$	235.94
58743	Debra Lambert	\$	20.78
58744	Theophile & Agnes Lantonkpodé	\$	19.45
58745	Matthew A Leavitt	\$	48.61
58746	Christopher Link	\$	36.97
58747	Craig & Amelia Lundgren	\$	14.21
58748	Simmala Manivanh	\$	58.01
58749	Paige Marcy	\$	64.69
58750	Steven Martin c/o Gretchen Omera	\$	15.34
58751	Steve May	\$	34.55
58752	Amina Mohamud and Abdiwahab Ali	\$	45.69
58753	Yessever Monic Morgan	\$	195.84
58754	Samanth Mueller	\$	44.88
58755	Dylan O'Brien	\$	7.45
58756	Lorenzo G Olvera and Angela Neumiller	\$	65.15
58757	Dilshad Pirani	\$	28.35
58758	Daniel & Mindy Pitzner	\$	16.95
58759	Whitney Pizana	\$	2.64
58760	Progee Valley Park % Pine Creek Assoc LLC	\$	5.12
58761	Prologis LP	\$	2,411.22
58762	Pulte Homes of MN	\$	85.40
58763	Fathi Qaloonbi	\$	3.33
58764	Nick Rahman	\$	45.70
58765	Darrell Reavely	\$	41.07
58766	George Reisdorff	\$	48.28
58767	Saray Robles Pineda & Misraim Sanchez Morales	\$	43.05
58768	Douglas Schneider	\$	39.62
58769	Shakopee River City Center Suntide Commercial Realty	\$	132.75
58770	Shakopee Station LLC C/O Conserve	\$	61.29
58771	Jennifer Stamp	\$	1.02
58772	Lea Stans	\$	76.60
58773	Stone Cottage Construction Inc.	\$	31.92
58774	Megan Stromley % Ryan Bond	\$	10.04
58775	David Stuedemann	\$	33.33
58776	Johnny Tan	\$	23.77
58777	Jennifer & Paul Tischleder	\$	15.61
58778	Kary Ann Waukazoo	\$	99.94
58779	Evangeline Zager c/o Mary Monnens	\$	42.18

TOTAL

\$ 7,750.29


General Manager

Interim Director of Finance & Administration

Commission President

SHAKOPEE PUBLIC UTILITIES COMMISSION

WARRANT LISTING

June 21, 2021

By direction of the Shakopee Public Utilities Commission, the Secretary does hereby authorize the following warrants drawn upon the Treasury of Shakopee Public Utilities Commission:

58787 berganKDV	7000.00
58788 Abdo, Eick & Meyers, LLP	23492.50
58789 AGC NETWORKS INC.	751.09
58790 ALTEC INDUSTRIES, INC	10470.46
58791 AMARIL UNIFORM CO.	204.67
58792 ANCOM TECHNICAL CENTER INC	1540.65
58793 APPLE FORD OF SHAKOPEE	183.05
58794 ARROW ACE HARDWARE	93.54
58795 BAKER TILLY VIRCHOW KRAUSE, LLP	21150.00
58796 BARTUSEK, RON	149.96
58797 BEHRENS, MARSHA	500.00
58798 BEMIS, PATRICK	80.99
58799 BERNDTSON, ROBERT	217.28
58800 BEUCH, JEREMY & TONYA	1000.00
58801 BIRD'S LAWN CARE LLC	6600.00
58802 BORDER STATES ELECTRIC SUPPLY INC	17949.45
58803 CENTERPOINT ENERGY	524.60
58804 CENTURY PROMOTIONAL ADVERTISING LLC	388.10
58805 CHOICE ELECTRIC INC	230.00
58806 CHRISTIANSEN, JIM	1000.00
58807 CITY OF SHAKOPEE	6760.33
58808 CITY OF SHAKOPEE	1360.00
58809 COMCAST CABLE COMMUNICATIONS, INC.	2.25
58810 CORE & MAIN LP	1652.88
58811 CPS TECHNOLOGY SOLUTIONS INC	4998.30
58812 DELTA DENTAL PLAN OF MN	5799.21
58813 DEWILD GRANT RECKERT AND ASSOCIATES	8040.00
58814 DITCH WITCH OF MINNESOTA INC	193.24
58815 DONALD, JAMES	175.00
58816 EMEDCO INNOVATIVE SIGNS	277.84
58817 ERICSON, KURT & DEVONNE 1934 OEMGA	1000.00
58818 FRONTIER ENERGY, INC.	9396.01
58819 FURTHER	310.49
58820 GUSTAFSON, BRAD	150.00
58821 HARMS, JOANN & DAVE	150.00
58822 HD SUPPLY FACILITIES MAINTENANCE LTD	396.73
58823 HEALTHPARTNERS	93429.86
58824 IMPACT MAILING OF MINNESOTA, INC.	13196.83
58825 INNOVATIVE OFFICE SOLUTIONS LLC	596.80
58826 JOHNSON, ANGELA & DENNY	125.00
58827 JOHNSON, DENNY & ANGELA	50.00
58828 KANTOS, HEATHER 1645 DALLES	200.00
58829 KELLEY FUELS INC	938.18
58830 KERNS, DARREN	350.00
58831 KIGHT, DAVID	1158.94
58832 KOEPP, ARMIN	500.00
58833 KORTHOUR, TODD & MARY	500.00
58834 LARSON, LYNDON & MEGAN	500.00
58835 LINK LUMBER	49.46
58836 LOCATORS & SUPPLIES INC	733.44
58837 MASTER ELECTRIC	2684.38
58838 MCGRANN SHEA CARNIVAL	16350.00
58839 MEAD, MARY	200.00
58840 MINN DEPT OF COMMERCE	9830.17

SHAKOPEE PUBLIC UTILITIES COMMISSION

WARRANT LISTING

June 21, 2021

By direction of the Shakopee Public Utilities Commission, the Secretary does hereby authorize the following warrants drawn upon the Treasury of Shakopee Public Utilities

Commission:

58841 MINN VALLEY TESTING LABS INC	433.00
58842 MINNESOTA LIFE	1082.04
58843 MMPA c/o Avant Energy	2748260.09
58844 MN DEPT OF REVENUE ACH PAYMENTS	352678.00
58845 NAPA AUTO PARTS	153.00
58846 NEVILLE, GERRY	130.48
58847 NICKOLAY, CINDY	187.04
58848 NORTHERN STATES POWER CO.	5093.33
58849 ORACLE AMERICA INC.	33246.80
58850 PATEL, DILIP 1818 SWITCHGRASS	200.00
58851 PAYMENTUS CORPORATION	22443.90
58852 PEDERSON, LINDSAY	1000.00
58853 PITNEY BOWES INC	1214.52
58854 PRAMANN, RANDY	500.00
58855 RAGHAVEN, BIJOY	50.00
58856 RATHMANN, NICK	175.00
58857 SAMBATEK	5439.00
58858 SCHEMEL, LON	310.00
58859 SCHMITT, SANDRA	500.00
58860 SCHMITZ, RYAN 1201 VIERLING	1000.00
58861 SCOTT COUNTY PHYSICAL DEVELOPMENT	324.00
58862 SCOTT COUNTY RECORDERS OFFICE	46.00
58863 SHAKOPEE CHEVROLET	831.08
58864 SHORT ELLIOTT HENDRICKSON INC	14859.13
58865 SMITH, NELSEN	1000.00
58866 SOUTHWEST NEWS MEDIA DBA DIV. OF RED	1896.32
58867 STACK, NANCY	85.00
58868 STRELOW, JORDAN & TIFFANY	156.59
58869 SWANSON, LARRY	1000.00
58870 SZOT, JOHN	350.00
58871 TOM LOUCKS & ASSOCIATES, INC.	475.00
58872 UPPER MIDWEST METERING ASSOCIATION	400.00
58873 UPS STORE # 4009	14.89
58874 VERIZON CONNECT NWF INC.	498.70
58875 WALLGREN, GRETA 1925 CARDINAL	200.00
58876 WALSH, SHARON	11962.90
	\$ 3,483,777.49


Commission Secretary

Commission President


Interim Director of Finance & Administration

SHAKOPEE PUBLIC UTILITIES COMMISSION

WARRANT LISTING

June 21, 2021

By direction of the Shakopee Public Utilities Commission, the Secretary does hereby authorize the following warrants drawn upon the Treasury of Shakopee Public Utilities Commission:

58787 bergankDV	7000.00 Audit services ending 12/31/20
58788 Abdo, Eick & Meyers, LLP	23492.50 Prof. financial mgmt services for 2021
58789 AGC NETWORKS INC.	751.09 Cabling infrastructure
58790 ALTEC INDUSTRIES, INC	10470.46 Elec. dept. Trk #612 Hydraulic valve
58791 AMARIL UNIFORM CO.	204.67 FRB13 FR pants
58792 ANCOM TECHNICAL CENTER INC	1540.65 Remote Deskset - Water dept.
58793 APPLE FORD OF SHAKOPEE	183.05 Water dept. Trk #615, Oil change/filter
58794 ARROW ACE HARDWARE	93.54 Water dept., Hex Rod Caulker , Roundup, rubbing compound, plastic pail, sprayer, wasp spray
58795 BAKER TILLY VIRCHOW KRAUSE, LLP	21150.00 Executive Search General Manager
58796 BARTUSEK, RON	149.96 Safety boots reimbursement
58797 BEHRENS, MARSHA	500.00 2021 Res. Cooling & Heating Rebate
58798 BEMIS, PATRICK	80.99 2021 IRRIGATION CONTROLLERS
58799 BERNDTSON, ROBERT	217.28 Mileage reimb.
58800 BEUCH, JEREMY & TONYA	1000.00 2021 Res. Solar Rebate
58801 BIRD'S LAWN CARE LLC	6600.00 April & May Lawn care
58802 BORDER STATES ELECTRIC SUPPLY INC	17949.45 PAD FIBERGLASS BASEMENT 1PHASE
58803 CENTERPOINT ENERGY	524.60 5/6-8/8/21 gas service 10th Ave.
58804 CENTURY PROMOTIONAL ADVERTISING LLC	388.10 South Entrance Door signs
58805 CHOICE ELECTRIC INC	230.00 Water dept. Phs #20, lights/ventilations, Elec. Dept. 179 Sand St. E. Switch Saver
58806 CHRISTIANSEN, JIM	1000.00 2021 Res. Solar Rebate
58807 CITY OF SHAKOPEE	6760.33 Hanging flower baskets downtown/share & May Fuel usage
58808 CITY OF SHAKOPEE	1360.00 May R.O.W. Permits, WO#2503 - \$210.00, WO#2482 - \$170.00, WO#2356 - \$300.00
58809 COMCAST CABLE COMMUNICATIONS, INC.	2.25 June cable bill for lunchrooms
58810 CORE & MAIN LP	1652.88 WO#2490 - 2X300' CTS PE TUBING 250PSI, coupling, brass cap, insert for CTS PE, PVC, flange,
58811 CPS TECHNOLOGY SOLUTIONS INC	4998.30 Platinum support renewal.
58812 DELTA DENTAL PLAN OF MN	5799.21 June Dental ins. premiums
58813 DEWILD GRANT RECKERT AND ASSOCIATES	8040.00 WO#2392 - \$277.50-Dean Lake #2, Circuit Switcher Replacement, WO#2239 - \$5348.50-Levee Dr. Duck Bank, WO#2507 - \$2414.00-Stagecoach Rd. Distribution Improvements
58814 DITCH WITCH OF MINNESOTA INC	193.24 Turbo Tip trk #656
58815 DONALD, JAMES	175.00 2021 STAR CLOTHES WASHER
58816 EMEDCO INNOVATIVE SIGNS	277.84 Reflective Die-cut numbers 3
58817 ERICSON, KURT & DEVONNE 1934 OEMGA	1000.00 2021 Res. Cooling & Heating Rebate
58818 FRONTIER ENERGY, INC.	9396.01 P3 Subscription thru 5/31/21, June professional services, Shak Program Mgmt.
58819 FURTHER	310.49 Claim reimb.
58820 GUSTAFSON, BRAD	150.00 Safety boot reimb.
58821 HARMS, JOANN & DAVE	150.00 2021 Res. Energy Star Appliance
58822 HD SUPPLY FACILITIES MAINTENANCE LTD	396.73 Volume Pipet BBP065
58823 HEALTHPARTNERS	93429.86 June Health Ins. Premiums
58824 IMPACT MAILING OF MINNESOTA, INC.	13196.83 Collection letters 4/30-5/27/21
58825 INNOVATIVE OFFICE SOLUTIONS LLC	596.80 Office Supplies
58826 JOHNSON, ANGELA & DENNY	125.00 2021 STAR CLOTHES WASHER
58827 JOHNSON, DENNY & ANGELA	50.00 2021 Res. Energy Star Appliance
58828 KANTOS, HEATHER 1645 DALLES	200.00 2021 Res. Energy Cooling & Heating
58829 KELLEY FUELS INC	938.18 Shop generator - Elec. Dept.
58830 KERNS, DARREN	350.00 2021 Res. Cooling & Heating Rebate
58831 KIGHT, DAVID	1158.94 Water damage flushing hydrants
58832 KOEPP, ARMIN	500.00 2021 Res. Cooling & Heating Rebate
58833 KORTHOUR, TODD & MARY	500.00 2021 Res. Cooling & Heating Rebate
58834 LARSON, LYNDON & MEGAN	500.00 2021 Res. Cooling & Heating Rebate
58835 LINK LUMBER	49.46 Water dept. limestone
58836 LOCATORS & SUPPLIES INC	733.44 AER-254 blue marking paint, rain gear for water dept.
58837 MASTER ELECTRIC	2684.38 WO#2466 - Water dept. pumphse #2, bad breaker
58838 MCGRANN SHEA CARNIVAL	16350.00 \$10780.00-Municipal & Regulatory Matters & WO#2489 - \$3562.50, WO#2376 - \$1186.25 and WO#2360 - \$821.25
58839 MEAD, MARY	200.00 2021 Res. Cooling & Heating Rebate
58840 MINN DEPT OF COMMERCE	9830.17 1st Qtr. Fiscal Yr 2022 Indirect Assessm
58841 MINN VALLEY TESTING LABS INC	433.00 Nitrate & Nitrite, Coliform, Manganese
58842 MINNESOTA LIFE	1082.04 June life ins. premiums

SHAKOPEE PUBLIC UTILITIES COMMISSION

WARRANT LISTING

June 21, 2021

By direction of the Shakopee Public Utilities Commission, the Secretary does hereby
authorize the following warrants drawn upon the Treasury of Shakopee Public Utilities
Commission:

58843 MMPA c/o Avant Energy	2748260.09 May power bill
58844 MN DEPT OF REVENUE ACH PAYMENTS	352678.00 May 2021 Sales & Use Tax Payable & June accelerated payment
58845 NAPA AUTO PARTS	153.00 Battery Eng. Truck #637
58846 NEVILLE, GERRY	130.48 Mileage reimb.
58847 NICKOLAY, CINDY	187.04 Mileage reimb.
58848 NORTHERN STATES POWER CO.	5093.33 May power bill
58849 ORACLE AMERICA INC.	33246.80 2nd Qtr postage, printing & mailing
58850 PATEL, DILIP 1818 SWITCHGRASS	200.00 2021 IRRIGATION CONTROLLERS
58851 PAYMENTUS CORPORATION	22443.90 Revised tran. fees for March 2021 & May Transaction fees
58852 PEDERSON, LINDSAY	1000.00 2021 Res. Solar Rebate
58853 PITNEY BOWES INC	1214.52 2nd Qtr. Postage machine
58854 PRAMANN, RANDY	500.00 2021 Res. Cooling & Heating Rebate
58855 RAGHAVEN, BIJOY	50.00 2021 Res. Appliance rebate
58856 RATHMANN, NICK	175.00 2021 Res. Star Clothes Washer
58857 SAMBATEK	5439.00 WO#2041 - \$1966.50-Windermere Booster Station/Pmp Hse5/2021, WO#2259 - \$2700.50-Elev. Water tank #8. \$772.00 General Services
58858 SCHEMEL, LON	310.00 MN AWWA Conf./Training
58859 SCHMITT, SANDRA	500.00 2021 Res. Cooling & Heating Rebate
58860 SCHMITZ, RYAN 1201 VIERLING	1000.00 2021 Res. Solar Rebate
58861 SCOTT COUNTY PHYSICAL DEVELOPMENT	324.00 U80-2021. IOD#14918, U102-2021, WO#2481 - UID#15027-\$162.00
58862 SCOTT COUNTY RECORDERS OFFICE	46.00 WO#2494-Elec. Utility Easement 527 Summerville
58863 SHAKOPEE CHEVROLET	831.08 Cover & Step WO#2465
58864 SHORT ELLIOTT HENDRICKSON INC	14859.13 WO#2356-\$7978.32-Hanson Blvd. WM CIPP thru 5/29/21, WO#2489 - \$548.15-Scott St. RR Crossing, SO#2432
58865 SMITH, NELSEN	1000.00 2021 Res. Solar Rebate
58866 SOUTHWEST NEWS MEDIA DBA DIV. OF RED	1896.32 May legals
58867 STACK, NANCY	85.00 Replace damaged sprinkler for customer
58868 STRELOW, JORDAN & TIFFANY	156.59 2021 IRRIGATION CONTROLLERS
58869 SWANSON, LARRY	1000.00 2021 Res. Solar Rebate
58870 SZOT, JOHN	350.00 2021 Res. Cooling & Heating Rebate
58871 TOM LOUCKS & ASSOCIATES, INC.	475.00 WO#2377-Contract Fee - Prof. service thru 4/15
58872 UPPER MIDWEST METERING ASSOCIATION	400.00 2021 Reg. for ME & RW Trng 8/18-8/20/21
58873 UPS STORE # 4009	14.89 Oil samples from Elec. Dept.
58874 VERIZON CONNECT NWF INC.	498.70 May vehicle service for Water, Electric and Eng. Depts.
58875 WALLGREN, GRETA 1925 CARDINAL	200.00 2021 IRRIGATION CONTROLLERS
58876 WALSH, SHARON	11962.90 Reimb. for Collapsible water bottle Rhyt
	\$ 3,483,777.49

 Commission Secretary

 Commission President

 Interim Director of Finance & Administration

Monthly Water Dashboard

As of: May 2021

Shakopee Public Utilities Commission

ALL VALUES IN MILLIONS OF GALLONS

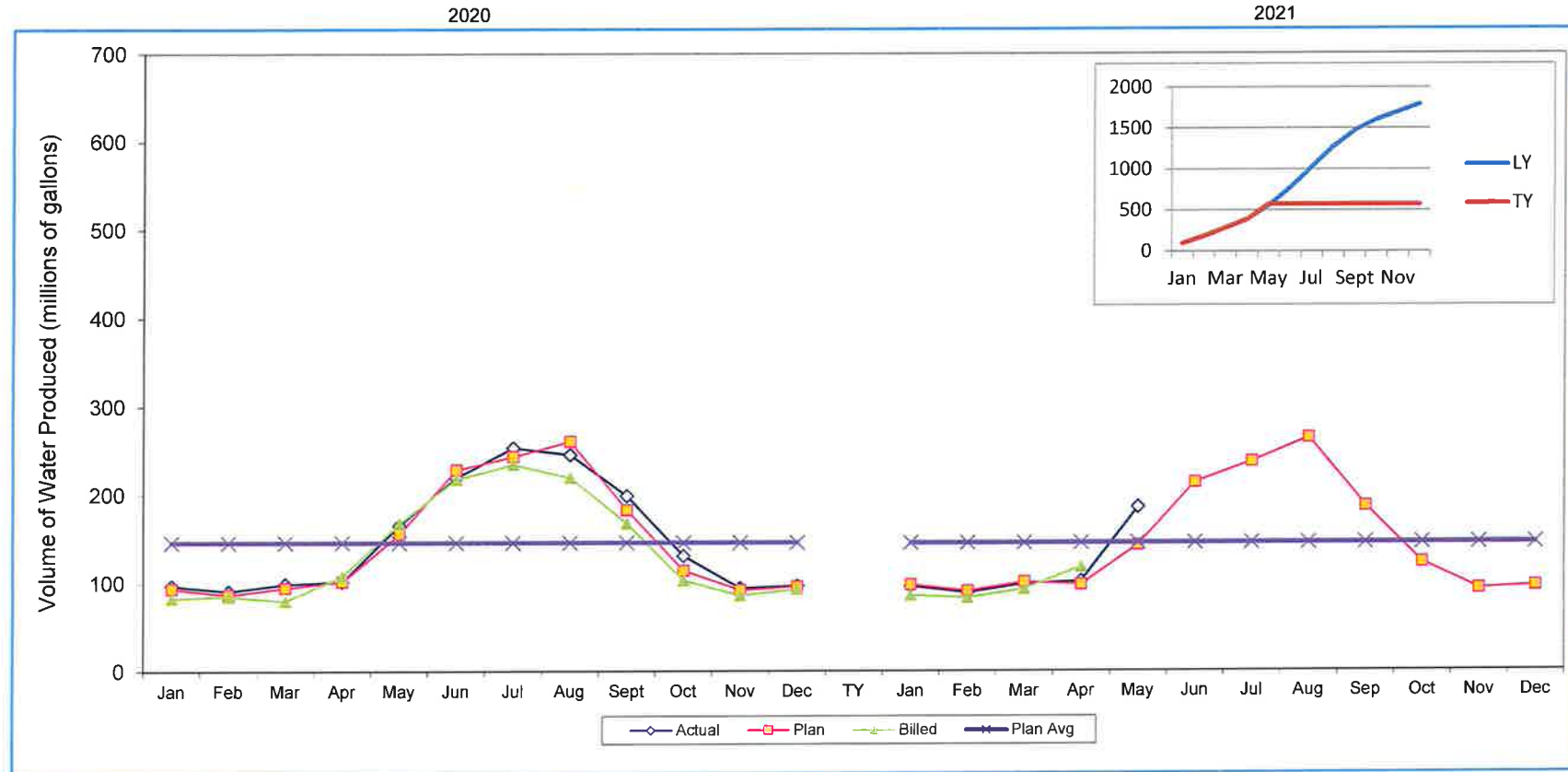
Element/Measure

Water Pumped/Metered

Averages

2018	153
2019	139
2020	150

Last 6 months actuals	97	96	89	99	102	186
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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	97	91	99	102	166	220	254	246	199	131	94	97		96	89	99	102	186							
Plan	94	87	95	102	156	229	244	261	183	114	92	96		98	91	101	98	143	214	238	265	187	123	93	96
YTD % *														98%	98%	98%	99%	108%							
Billed	83	85	80	108	168	218	235	220	168	103	86	93		86	83	93	118								

* Actual gallons pumped vs. Plan



PO Box 470 • 255 Sarazin Street
Shakopee, Minnesota 55379
Main 952.445-1988 • Fax 952.445-7767
www.shakopeeutilities.com

TO: Greg Drent, Interim General Manager

FROM: Lon R. Schemel, Water Superintendent

SUBJECT: Hansen Avenue Change Order No. 1

DATE: June 4, 2021

The City of Shakopee required additional signage for the pipe lining project on Hansen Avenue. As a result, Michels Corporation is submitting change order no. 1 in the amount of \$10,398.80.

The Engineer's estimate for this project is \$397,350.00. Michels Corporation was the low bidder at \$294,312.00. Engineering provided by SEH Inc. is a not-to-exceed of \$50,300 bringing the total project to \$344,612.00. With the addition of change order no. 1 the project total will be \$355,010.80. Funding is from the Reconstruction Fund with \$600,000.00 available for this project. Staff requests that the Commission accepts the change order from Michels Corporation.



Michels Pipe Services

Contract Change Order No:

1

Date Initiated:

6/2/21

The following changes are requested for

Hansen Avenue Water Main Rehabilitation

(Owner's Job/Contract Number & Job Name)

between Michels Pipe Services and

Shakopee Public Utilities

(Owner's Name)

Item #	Description	QTY	Unit	Price
1	Traffic Control Signage - Additional	1	LS	\$10,398.80
Total This Request				

Original Contract Amount

Previous Change Orders

This Change Order

New Contract Amount

By signing on the line provided, you are approving this change order request.

Michels Pipe Services Signature

Project Owner Signature

(Signature of Project Manager)

(Signature of Owner)

June 2, 2021

(Date)

(Date)

Extended	
\$	10,398.80
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$10,398.80	

\$	294,312.00
\$	-
\$	10,398.80
\$	304,710.80

RESOLUTION #2021-10

A RESOLUTION APPROVING OF THE ESTIMATED COST OF
PIPE OVERSIZING ON THE WATERMAIN PROJECT:

SUMMERLAND PLACE 1ST ADDITION

WHEREAS, the Shakopee Public Utilities Commission has been notified of a watermain project, and

WHEREAS, the pipe sizes required for that project have been approved as shown on the engineering drawing by Pioneer Engineering Inc.

WHEREAS, a part, or all, of the project contains pipe sizes larger than would be required under the current Standard Watermain Design Criteria as adopted by the Shakopee Public Utilities Commission, and

WHEREAS, the policy of the Shakopee Public Utilities Commission calls for the payment of those costs to install oversize pipe above the standard size, and

WHEREAS, the pipes considered oversized are identified on an attachment to this Resolution,

NOW THEREFORE, BE IT RESOLVED, that the total amount of the oversizing to be paid by the Shakopee Public Utilities Commission is approved in the amount of approximately \$190,305.00, and

BE IT FURTHER RESOLVED, the payment of the actual amount for said oversizing will be approved by the Utilities Commission when final costs for the watermain project are known, and

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

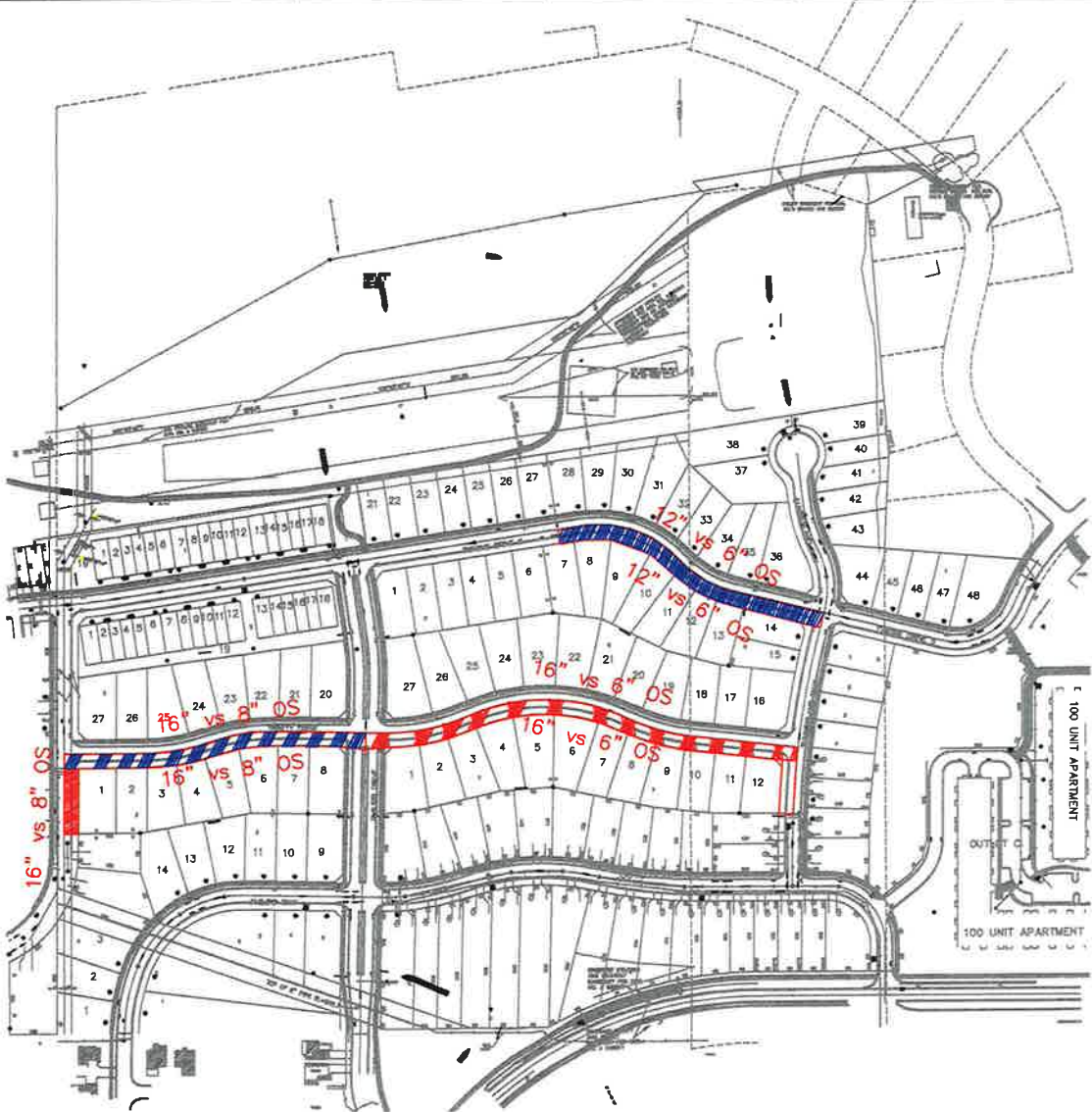
Passed in regular session of the Shakopee Public Utilities Commission, this 21st day of June, 2021.

Commission President: Kathi Mocol

ATTEST:


Commission Secretary: Greg Drent

RESOLUTION NUMBER
2021-10



NO.	REVISION	DATE	APPROVED BY	DATE
1				
2				
3				
4				
5				
6				
7				
8				

Summerland Place Oversizing			
SHAKOPEE PUBLIC UTILITIES			
DESIGNED BY	DATE	APPROVED BY	DATE
SYN	08-01-21	PLM	
CHECKED BY	DATE	APPROVED BY	DATE

RESOLUTION #2021-11

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

SUMMERLAND PLACE 1ST 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 \$162,190.98 based on 34.79 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:

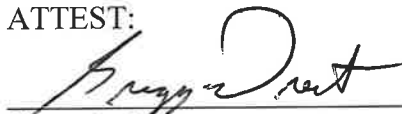
Block 1, Lots 1 - 48, Box 2, Lots 1 - 27, Block 3, Lots 1 - 14, Block 4, Lots 1 - 3, Block 5, Lots 1 - 5, Block 6, Lots 1 - 27, Block 7, Lots 1 - 12, Block 8, Lots 1 to 4) Scott County, Shakopee MN

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 21th day of June, 2021

Commission President: Kathi Mocol

ATTEST:



Commission Secretary: Greg Drent

TO: Greg Drent, General Manager 
FROM: Joseph D. Adams, Planning & Engineering Director 
SUBJECT: CR 83 County Project 83-24 and SPU 18-inch Water Main Replacement
DATE: June 17, 2021

ISSUE

The Scott County Board rejected all May 25, 2021 bids for this project per the attached report.

BACKGROUND

SPU and Scott County are parties to the attached Construction Cooperative Agreement dated December 1, 2020 to include the replacement of the 18-inch water main along the majority of the 1.1-mile stretch of county highway being reconstructed.

There were 5 bids received and all bids were over the county's consulting engineer's estimate. The apparent low bid was in the amount of \$13,878,227.25 and the engineer's estimate for construction is \$12,325,795. Specifically, for SPU, the low bidder's water main portion of the project totaled \$2,026,006 vs. the engineer's estimated construction cost of \$938,330 - a difference of \$1,087,676.

There were several instances of individual bid item prices being significantly higher than the engineer's estimate and most seem related to material and labor shortages reflected in higher than estimated costs. Also, the timing of the bids in the construction year cycle may have influenced the bid environment with other projects having already been awarded for the 2021 construction season.

One area of particular concern for SPU and the water main costs were a drastic deviation from not only the engineer's estimate but the other four bids was the item for water main removal. The low bidder's price for that item was \$325/foot vs. the engineer's estimate of \$10/foot and the average of the other four bidders being less than \$25/foot. This one bid item accounted for over \$500,000 of the cost overage on the water main portion of the project. The only explanation appears to be a "dumping" of overall project costs onto that one bid item.

DISCUSSION

Staff is concerned that even with re-bidding the project this fall, when it is expected that material and labor shortages will have eased and there being less time pressure to complete the project within a shorter timeframe there will be a better bid environment, that a similar discrepancy may occur that will leave an unfair burden on the water main portion of the project. And Scott County will not have the same flexibility to reject bids again as the federal funding for the overall project has an expiration date.

RECOMMENDATION

Staff recommends re-negotiating the terms of the Construction Cooperative Agreement to either:

- a) Give the Utilities Commission more direct control over their acceptance of the water main costs portion of the project by having the water main work be a separate bid tab that the Commission has to accept or reject, or
- b) Give notice to Scott County that the Commission no longer desires to participate in the project to the same extent and would rather just do the minimal necessary adjustments to the existing water main e.g. gate valves, fire hydrants, added stubs, etc. and leave the existing pipe mostly in place rather than replace all of it.

REQUESTED ACTION

Staff requests the Commission authorize its General Manager to convey its desires to Scott County and if the County is unwilling to modify the present agreement to incorporate recommendation a) above, then to give the County the 90 days' notice that SPU is withdrawing from the project per the terms of the existing agreement.



Request for Board Action

BOARD MEETING DATE:
6/15/2021

AGENDA ITEM NUMBER:
6.12

Department Information

ORIGINATING DIVISION/DEPARTMENT:

Transportation Services/Program Delivery (Construction)

PRESENTER(S):

Tony Winiecki - x8008

PROJECT:

CP 83-24

Agenda Item Details

AGENDA ITEM TYPE:

Consent

TIME REQUESTED:**ACTION REQUESTED:**

Adopt Resolution No. 2021-123; Rejecting all May 25, 2021 Bids for the County Highway 83 Project

ORGANIZATIONAL VALUES:

Stewardship: We will work proactively to make investments, guided by resident input, which will transform lives, communities, and government

BACKGROUND/JUSTIFICATION:

The purpose of this agenda item is to adopt Resolution No. 2021-123; Rejecting all May 25, 2021 Bids for the County Highway 83 Project.

County Project (CP) 83-24 will reconstruct and modernize a 1.1 mile segment of County Highway (CH) 83 in the City of Shakopee from the south ramp of Trunk Highway (TH) 169 to south of 4th Avenue East from a four-lane urban undivided roadway to a four-lane urban divided roadway. Bike and pedestrian facilities will be constructed on both sides of the road. CH 83 is an A-minor arterial roadway running north-south from CH 82 to CH 101 and supports heavy commercial vehicles and entertainment venues.

The project was advertised for bid and a bid opening was held on May 25, 2021. Five bids were received and the results are as follows:

Contractor	Bid Amount
S.M. Hentges & Son, Inc.	\$13,878,227.25
Park Construction Company	\$14,519,055.45
Eureka Construction, Inc.	\$14,763,440.15
Max Steininger, Inc.	\$16,791,800.45
Geislinger & Sons, Inc.	\$17,070,753.00

Based on these results, the bid submitted by S.M. Hentges & Son, Inc. of \$13,878,227.25 was the

lowest responsible bid. The engineer's estimate for construction is \$12,325,795.00. The lowest bid is 12.59% over the engineer's estimate. The 2021-2030 Transportation Improvement Program (TIP) has \$12,810,000 programmed for construction.

The lowest bid was higher than the engineer's estimate and exceeds funding programmed in the TIP. It is anticipated rebidding the project in the fall of 2021 for construction work commencing in 2022 will yield better results for the County and its funding partners; City of Shakopee, Shakopee Public Utilities Commission, and the State. The major discrepancies in bid prices appear to be material market volatility for items involving steel and concrete with prices that were higher than estimated, coupled with time of year project bidding.

The project has been federally authorized and the federal funding allocation will still be available for later bidding.

BUDGET AMENDMENT:

No

FUNDING DESCRIPTION:

ATTACHMENTS:

1.	2021_RBA_CP83-24_FINAL
----	------------------------

Action

ACTION TAKEN:	MOTION/SECOND/VOTE:	DEPUTY CLERK:

**BOARD OF COUNTY COMMISSIONERS
SCOTT COUNTY, MINNESOTA**

Date: June 15, 2021

Resolution No.: 2021-123

Motion by Commissioner: Tom Wolf

Seconded by Commissioner: Michael Beard

**RESOLUTION NO. 2021-123; REJECTING ALL MAY 25, 2021 BIDS FOR THE COUNTY HIGHWAY 83
PROJECT**

WHEREAS, Scott County has programmed in the 2021-2030 Transportation Improvement Program a project to reconstruct and modernize County Highway (CH) 83 from Trunk Highway 169 to 4th Avenue in the City of Shakopee; and

WHEREAS, the project will reconstruct the roadway from a 4-lane undivided roadway to a 4-lane divided roadway complete with turn lanes and trails on each side; and

WHEREAS, five bids for construction were received on May 25, 2021 as follows:

Contractor	Bid Amount
S.M. Hentges & Son, Inc.	\$13,878,227.25
Park Construction Company	\$14,519,055.45
Eureka Construction, Inc.	\$14,763,440.15
Max Steininger, Inc.	\$16,791,800.45
Geislinger & Sons, Inc.	\$17,070,753.00
and;	

WHEREAS, the low bidder was 12.59% and \$1,552,432 over the engineer's estimate; and

WHEREAS, the bids received exceed project funding; and

WHEREAS, the project has been federally authorized ensuring that Surface Transportation Program and National Highway Freight Program funding totaling \$6,140,600 allocated toward this project will still be available upon re-advertising the project.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners in and for the County of Scott, Minnesota, that the bids for the County Highway 83 project are rejected and staff is directed to re-advertise the project.

VOTE RESULTS:

Yes: Barb Weckman Brekke, Dave Beer, Michael Beard, Jon Ulrich, Tom Wolf

No: None

Absent:

Abstain: None

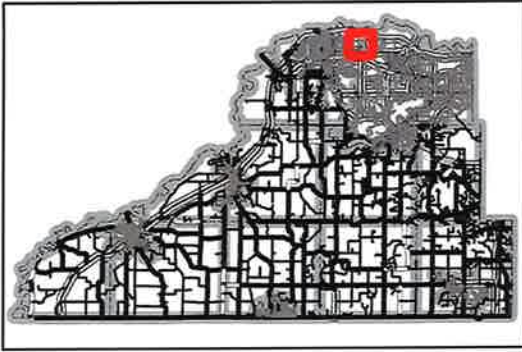
State of Minnesota)

County of Scott)

I, Lezlie A. Vermillion, duly appointed qualified County Administrator for the County of Scott, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Scott County, Minnesota, at their session held on _____ now on file in my office, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal at Shakopee, Minnesota, on _____.

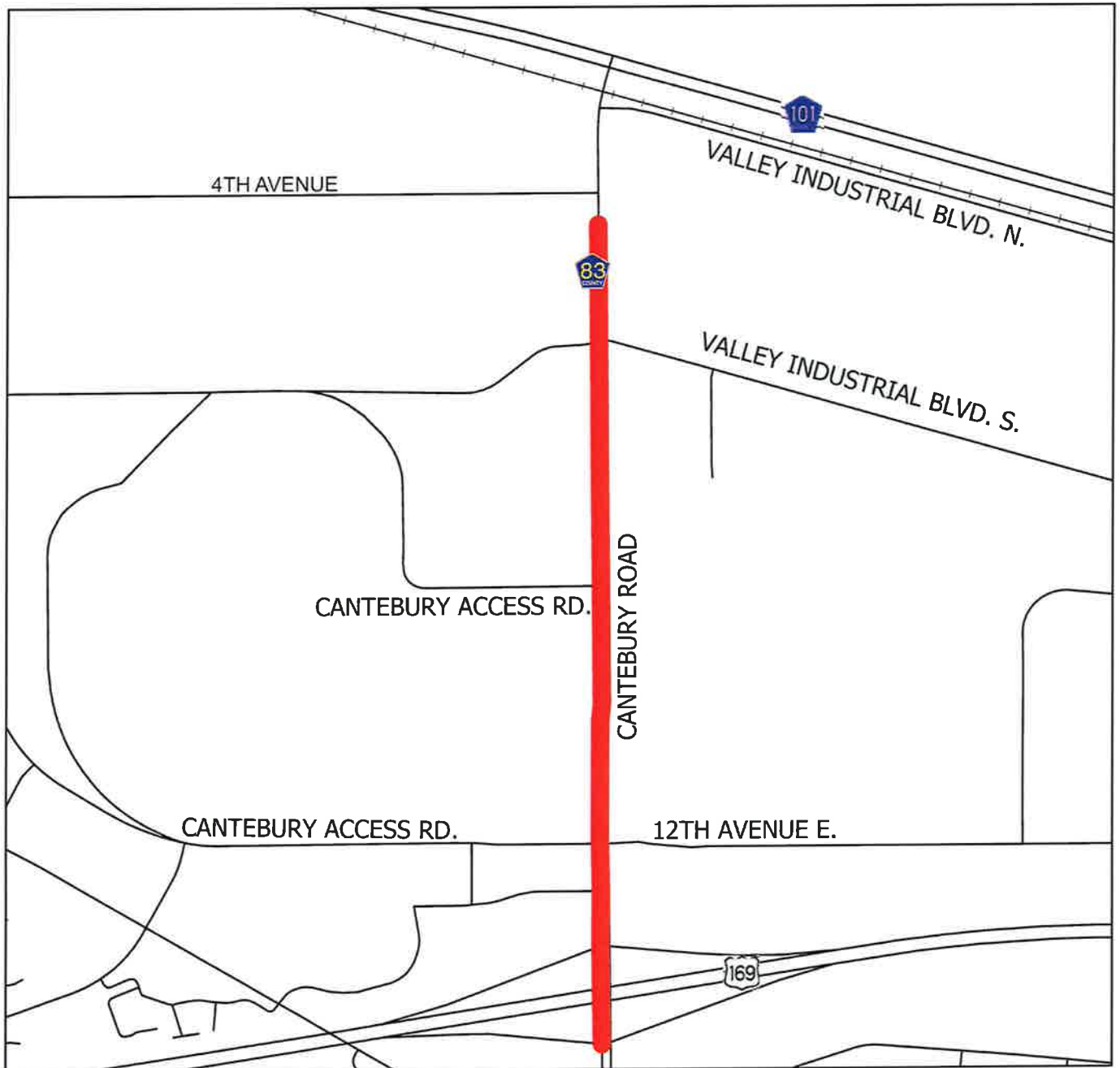
County Administrator
Administrator's Designee



SCOTT COUNTY

CP 83-24 Project Location

2021 RBA



This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. Scott County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact the Scott County Surveyors Office.

1 inch = 500 ft.
0 250 500 1,000 1,500 2,000 Feet



Date: 4/30/2021
Scale: R.F.

CONSTRUCTION COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of Dec, 2020, by and between the **County of Scott**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "**County**" and the **Shakopee Public Utilities Commission**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as "**SPUC**".

RECITALS:

- A. The County plans to improve County Highway (CH) 83 through reconstruction to a 4-lane highway which includes improvements to grading, paving, curb and gutter, storm sewer, sidewalks, trails, traffic signal modifications, sanitary sewer and other related improvements (hereinafter referred to as the "Project").
- B. The Project lies within the corporate limits of the City.
- C. Separate and apart from the Project, SPUC plans to install an eighteen (18) inch water main in the Project area along CH 83 that will connect into the existing SPUC trunk water main system. The total length of the eighteen (18) inch trunk water main extension is approximately forty-eight hundred (4800) lineal feet. Associated additional water main, pipe casings, gate valves, and hydrants will also be installed. All work together hereinafter referred to as "SPUC's Work."
- D. The Parties desire to enter into an Agreement for the mutual benefit of each Party to benefit from the economies of scale by including the SPUC's Work plans in the Project.
- E. The County Engineer has prepared an estimate of quantities and unit prices of material and labor for the above described Project and an estimate of the total cost for SPUC's Work in the sum of one million twenty-nine thousand eight hundred ninety-nine dollars and no cents (\$1,029,899.00). A copy of said estimate, hereinafter incorporated into this agreement and referred to as **Exhibit B**.
- F. It is contemplated that said improvement work shall be carried out by the parties under the provisions of Minn .Stat. Sec. 162.17, subd. 1.

NOW, THEREFORE, IT IS HEREBY AGREED:

- 1. The recitals above are hereby restated and incorporated herein.

2. The County agrees to provide 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 the County's design consultant, Kimley-Horn and Associates, Inc., in accordance with SPUC requirements for its portion of the work as requested by SPUC, including:
 - a. All watermain, hydrant, valve, and related work being added with the Project per the construction plans. This includes final plan drawings, watermain and associated system detail sheets, and tables as directed by SPUC staff.
 - b. Special provisions for the watermain, hydrant, and valve work being included 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.
3. The County shall advertise for bids for the work and construction of the aforesaid Project No. CP 83-24, receive and open bids pursuant to said advertisement and enter into a contract ("Contract") with the successful overall bidder at the unit prices specified in the bid of such bidder, according to law in such case provided for counties. The Contract will include the plans and specifications prepared by the County or its agents, which plans and specifications are by this reference made a part hereof.
4. County shall have overall authority to administer the Contract and inspect the construction of the Contract work for the Project. County shall have ultimate authority in initiating and determining change orders, supplemental agreements and final quantities.
5. SPUC shall cooperate with the County Engineer and his staff at their request to the extent necessary, but shall have no other responsibility for the supervision of the Contract work other than SPUC's Work which is included in the project.
6. SPUC agrees to provide construction inspection for all watermain, hydrant, valve and related work including daily written and photo documentation of construction activities, collection of GPS data, and quantities completed as needed.
7. The County will resolve any issues or conflicts with the construction contractor so that the installation meets the requirements of the specifications and drawings. The County will provide SPUC with written documentation of the resolution and all contract issues and conflicts within one week of resolution.
8. SPUC shall reimburse the County one hundred percent (100%) of the construction cost of the Contract work for SPUC's Work. It is further specifically agreed that the estimate referred to in this agreement is only a preliminary estimate of the construction cost for the contract work on the project and that the unit prices set forth in the Contract and the final quantities, including change orders during construction, as measured by the County

Engineer shall govern in computing the total final contract construction cost for apportioning the cost of the Project according to the provisions of this paragraph.

9. In addition to payment of SPUC's share of the contract construction cost, SPUC further agrees to pay for its design services as described here which includes all actual costs of planning, design and preparation of plans and specifications, at an agreed upon sum of thirty-nine thousand dollars and no cents (\$39,000.00).

10. SPUC further agrees to contribute to costs designated as a percentage of Contract work for SPUC's Work:

- a. mobilization and traffic control by paying four percent (4%) ,
- b. construction engineering and inspection at two percent (2%), and
- c. contract administration at three percent (3%).

11. SPUC shall, based on the Contract price, deposit with the Scott County Treasurer ninety-fivepercent (95%) of the construction and engineering costs attributable to SPUC's Work as partial payment within thirty (30) days after award of Contract or execution of this Agreement, whichever is later. The final amount of SPUC's costs shall be determined upon completion of the Project and any amount remaining due to the County shall be reflected in the County's final, itemized, statement of the Project costs submitted to SPUC. In the event the initial payment exceeds SPUC's share of these final costs, such overpayment shall be returned to SPUC by the County.

12. This agreement shall be effective upon approval by the Scott County Board of Commissioners and the Commissioners of the Shakopee Public Utilities Commission.

13. This agreement shall remain in effect until all obligations set forth in this agreement have been satisfactorily fulfilled, unless earlier terminated as provided, whichever occurs first. Either Party may terminate the agreement upon ninety (90) days' notice to the other Party. Upon termination, County shall be entitled to payment for any materials purchased and/or work reasonably completed and the value of any work not completed shall be refunded to SPUC.

14. County Engineer will prepare monthly progress reports as provided in the specifications. A copy of these reports shall be furnished to SPUC upon request.

15. In the event that a dispute arises, the County and SPUC agree that all disputes between them arising out of or relating to this agreement may be submitted, upon agreement of both parties, to mediation, with the cost being shared equally.

16. Since each party is a political subdivision of the State of Minnesota, each party shall maintain general liability and automobile liability coverage protecting itself, its officers, agents, employees and duly authorized volunteers against any usual and customary public liability claims to the limits prescribed under Minn. Stat. Sec.

466.04 and Workers' Compensation in accordance with the Minnesota statutory requirements. Said coverage shall be kept in effect during the entire term of this Agreement.

17. All data collected, created, received, maintained or disseminated for any purpose by the activities of the County or SPUC pursuant to this Agreement shall be governed by Minnesota Statutes Chapter 13, as amended, and the Minnesota Rules implementing such Act now in force or hereafter adopted.

18. County reserves the right not to issue any permits for a period of five (5) years after completion of the Project for any service cuts in the roadway surfacing of the County Highway included in the Project for any installation of underground utilities which would be considered as new work; service cuts may be allowed for the maintenance and repair of any existing underground utilities.

19. SPUC further agrees to provide any and all permanent or temporary right-of-way at no cost to the County on property owned by SPUC and needed by the County for the completion of the Project by executing and delivering contemporaneously with this Agreement, instruments entitled "Highway Easement" and "Temporary Construction Easement", which are attached as **Exhibit "C"** and **Exhibit "D"**, respectively. County agrees to replace or repair any damages caused by its project to an existing perimeter fence and driveway to as good or better condition as exists, including moving and re-installing that part to along the new right-of-way line on the property and further to repair or replace an existing driveway entrance per the County's plans and specifications.

20. Neither party, its officers, agents or employees, either in their individual or official capacity, shall be responsible or liable in any manner to the other party for any claim, demand, action or cause of action of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of the described maintenance, restoration, repair or replacement work by the other party, or arising out of the negligence of any contractor under any contract let by the other party for the performance of said work; and each party agrees to defend, save, keep and hold harmless the other, its officers, agents and employees harmless from all claims, demands, actions or causes of action arising out of negligent performance by its officers, agents or employees.

21. It is further agreed that neither party to this Agreement shall be responsible or liable to the other or to any other person or entity for any claims, damages, actions, or causes of actions of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of any work or part hereof by the other as provided herein; and each party further agrees to defend at its sole cost and expense and indemnify the other party for any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of performance of its own work as provided herein. Each party's obligation to indemnify the other under this clause shall be limited in accordance with the

statutory tort liability limitation as set forth in Minnesota Statutes Chapter 466.04 to limit each party's total liability for all claims arising from a single occurrence, include the other party's claim for indemnification, to the limits prescribed under 466.04. It is further understood and agreed that the Parties' total liability shall be limited by Minnesota Statute Section 471.59, Subdivision 1(a) as a single governmental unit.

22. It is further agreed that any and all employees of each party and all other persons engaged by a party in the performance of any work or services required or provided herein to be performed by the party shall not be considered employees, agents or independent contractors of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged shall be the sole responsibility of the employing party and shall not be the obligation or responsibility of the other party.

23. 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, which is attached and hereby incorporated.

24. Pursuant to Minn. Stat. Sec. 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the County and SPUC pursuant to this Agreement shall be subject to examination by the County, SPUC and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by the County and SPUC 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 the County or the SPUC 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 the County or SPUC notifies each party in writing that the records no longer need to be kept.

25. 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 parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder shall be those courts located with the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota.

26. 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 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.

27. The County's Authorized Agent for the purpose of the administration of this Agreement is Mandy Flum, Program Specialist, or her successor. Her current address and phone number are Scott County Highway Department, 600 Country Trail East, Jordan, MN 55352, (952) 496-8043.

28. The SPUC's Authorized Agent for the purpose of the administration of this Agreement is Joseph Adams, Planning and Engineering Director, or his successor. His current address and phone number are Shakopee Public Utilities, 255 Sarazin Street, Shakopee, MN 55379, (952) 233-1501. Any change in name, address, or telephone shall be noticed to the other party.

IN TESTIMONY WHEREOF, The parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

**SHAKOPEE PUBLIC UTILITIES COMMISSION
(SEAL)**

By Larry Koskire
Larry Koskire, Interim Utilities Manager

Date 11/16/20

And Debra Amundson
Debra Amundson, President

Date 11/16/20

By Kathleen Mocol
Kathleen Mocol, Vice President

Date 11/16/20

COUNTY OF SCOTT

By David Beer
David Beer, Chair of Its County Board

Date 11-30-2020

ATTEST:

By Lezlie Vermillion
for Lezlie Vermillion, County Administrator

Date 11-30-2020

Upon proper execution, this agreement will be legally valid and binding.

By Jeanne Andersen
Jeanne Andersen, Assistant County Attorney

Date 12/1/2020

RECOMMEND FOR APPROVAL:

By Anthony J. Winiecki
Anthony J. Winiecki, County Engineer

Date 11-24-2020

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.



Lezlie A. Vermillion
Scott County Administrator

4/7/2020
Date



David Beer
Chair, Board of Commissioners

1/21/20
Date

EXHIBIT B

CSAH #3 IMPROVEMENTS FUNDING SPLIT NOVEMBER 2019

Project Summary						Highway Improvement				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County				County			
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EXHIBIT B (CONTINUED)

CSAH 83 IMPROVEMENTS FUNDING SPLIT NOVEMBER 2019

Total (Amount)										County Cost Participation Policy										TH		CITY (12TH AVENUE) LAST OF CSAH 83		SPUC	
Item No.	Material No.	Item Description	Unit	Quantity	Unit Price	Amount	Highway Access Improvements		County SPC	Traffic Signals & Intersection Improvements		County SPC	Bike Lane Trails & Sidewalks		County SPC	Quantity	Amount	Quantity	Amount	Quantity	Amount				
							Quantity	Amount		Quantity	Amount		Quantity	Amount											
25	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
26	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
27	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
28	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
29	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
30	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
31	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
32	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
33	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
34	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
35	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
36	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
37	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
38	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
39	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
40	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
41	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
42	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
43	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
44	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
45	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
46	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
47	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
48	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
49	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
50	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
51	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
52	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
53	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
54	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
55	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
56	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
57	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
58	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
59	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
60	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
61	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
62	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
63	2541402	1" GATE VALVE 8" DIA	ENH	1	7,400.00	7,400.00																			
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Exhibit C

EXHIBIT C

HIGHWAY EASEMENT

SP 070-683-014 (CP 83-24)
Parcel No. 25

FOR VALUABLE CONSIDERATION, Shakopee Public Utilities Commission, a municipal utility commission organized and existing under the laws of the State of Minnesota, ("Grantor"), hereby grants and conveys unto the County of Scott, ("Grantee"), an easement(s) for highway purposes to grade, construct, operate, maintain, use, alter, repair and remove a public highway, trails, sidewalks, bridges, structures, storm sewer, sanitary sewer, other transportation-related use(s), public facilities, utilities, boulevards and appurtenances, including for drainage and utility purposes and uses by Grantee and by other public or quasi-public utilities and appurtenances permitted under Grantee's Management of Public Right-of-Way Ordinance, including as may be amended or superseded, together with all other rights necessary and convenient for the enjoyment and unrestricted use of same over, under and across the real property situated in Scott County, State of Minnesota, as described, as follows:

That part of Lot 13, Block 1, VALLEY PARK FIFTH ADDITION, according to the record plat thereof, on file in the Office of the Registrar of Titles in and for Scott County, Minnesota, which is denoted and shown as Parcel 33 on Scott County Right of Way Plat No. 110, according to the record plat thereof, on file in the Office of the Registrar of Titles, Scott County, Minnesota.

PIN 27-081-013-0

Grantor hereby conveys to Grantee all grass, shrubs, trees, natural growth, earthen materials, landscaping, improvements and structures existing or that may planted or grown on the easement(s) described herein. Grantor hereby agrees to not damage, destroy or remove any grass, trees, shrubs or natural growth on the easement(s) described herein

Grantor hereby releases Grantee from any and all claims for damages to the premises resulting from the uses and purposes granted herein and lying within the boundaries of the easement(s) described herein. Grantee shall have the right to use and remove all grass, shrubs, trees (including overhanging branches), earthen materials, structures and improvements, which lie within the boundaries of the easement(s) described herein.

To have and hold same, together with all of the rights belonging thereto, all of which shall run with the land and be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

{Signature page follows on the next page}

EXECUTED as of this 16th day of November, 2020.

SHAKOPEE PUBLIC UTILITIES COMMISSION

By: Debra Amundson

Debra Amundson {Printed Name}

Its: President

By: Kathi Mocol

Kathi Mocol {Printed Name}

Its: Vice President

STATE OF MINNESOTA)
) SS.
COUNTY OF SCOTT)

On this 16 day of November, 2020, before me, a Notary Public within and for said County, personally appeared Debra Amundson and Kathi Mocol to me personally known, who by me duly sworn did say that they are the President and Vice President of Shakopee Public Utilities Commission. a Minnesota municipal utility commission, named in the foregoing instrument, and that they are authorized by said municipal utilities commission to sign the foregoing instrument as the free act and deed for and on behalf of said municipal utilities commission.



Cynthia Rae Menke
Notary Public

This instrument drafted by: Scott County, 600 Country Trail East, Jordan, MN 55352

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT

SP 070-683-014 (CP 83-24)
Parcel No. 25

FOR VALUABLE CONSIDERATION, Shakopee Public Utilities Commission, a municipal utility commission organized and existing under the laws of the State of Minnesota, ("Grantor"), hereby grants and conveys unto the County of Scott ("Grantee"), its contractors, permittees, successors and assigns, a temporary easement(s) for construction purposes for work space, construction operations and to grade and construct slopes, both cuts and fills, associated with construction or reconstruction of a public highway, together with all other rights necessary and convenient for the enjoyment and use of same, over, under and across the real property situated in Scott County, State of Minnesota as described, as follows:

That part of Lot 13, Block 1, VALLEY PARK FIFTH ADDITION, according to the record plat thereof, on file in the Office of the Registrar of Titles in and for Scott County, Minnesota, which is denoted as Temporary Easement Parcel 33 and shown by the symbol ("T.E. 33") on Scott County Right of Way Plat No. 110, according to the record plat thereof, on file in the Office of the Registrar of Titles, Scott County, Minnesota.

PIN 27-081-013-0

Said temporary easement shall commence on April 1, 2021 and shall terminate on December 1, 2022.

Grantor hereby agrees that all earthen material, other material, trees and vegetation excavated, removed or taken by Grantee from within said temporary easement shall become the property of Grantee.

Upon turf establishment with a grass vegetative cover on disturbed areas per plans and specifications determined by Grantee, Grantor does hereby release Grantee from any claims or damages resulting from the construction of said slopes associated with the road project and all work in connection therewith.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

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{Signature page follows on the next page}

EXECUTED as of this 16th day of November, 2020.

SHAKOPEE PUBLIC UTILITIES COMMISSION

By: Debra Amundson

Debra Amundson {Printed Name}

Its: President

By: K A Mocol

Kathi Mocol {Printed Name}

Its: Vice President

STATE OF MINNESOTA)
) SS.
COUNTY OF SCOTT)

On this 16 day of November, 2020, before me, a Notary Public within and for said County, personally appeared Debra Amundson and Kathi Mocol to me personally known, who by me duly sworn did say that they are the President and Vice President of Shakopee Public Utilities Commission. a Minnesota municipal utility commission, named in the foregoing instrument, and that they are authorized by said municipal utilities commission to sign the foregoing instrument as the free act and deed for and on behalf of said municipal utilities commission..



Cynthia Rae Menke
Notary Public

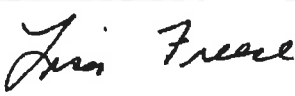
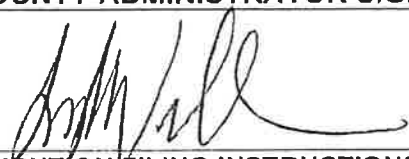
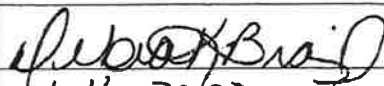
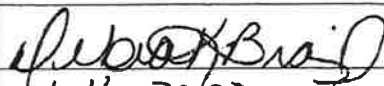
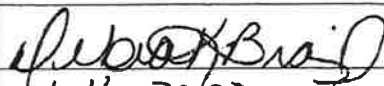
This instrument drafted by: Scott County, 600 Country Trail East, Jordan, MN 55352

AGENDA #5.11
SCOTT COUNTY, MINNESOTA
REQUEST FOR BOARD ACTION
MEETING DATE: JUNE 16, 2020

ORIGINATING DIVISION:	Transportation Services-	CONSENT AGENDA:	☑ Yes ☐ No
ORIGINATING DEPARTMENT:	Program Delivery		
PRESENTER:	Tony Winiecki - 8008	ATTACHMENTS:	☑ Yes ☐ No
PROJECT:	CP 83-24	TIME REQUESTED:	NA
ACTION REQUESTED:	Adopt Resolution No. 2020-097; Authorizing Entering Into a Cooperative Agreement With Shakopee Public Utilities Commission on County Project 83-24 in the City of Shakopee		
CONTRACT/POLICY/GRANT:	☑ County Attorney Review ☐ Risk Management Review	FISCAL:	☐ Finance Review ☐ Budget Change

ORGANIZATIONAL VALUES:

- ☐ **Customer Service:** We will deliver government services in a respectful, responsive, and solution-oriented manner
- ☐ **Communication:** We will always be clear about what we're doing and why we're doing it
- ☒ **Collaboration:** We will work with partners – communities, schools, faith groups, private business, and non-profit agencies – to see that services are not duplicated but rather are complimentary, aligned and provided by the partners who can deliver the service most effectively
- ☒ **Stewardship:** We will work proactively to make investments, guided by resident input, which will transform lives, communities, and government
- ☐ **Empowerment:** We will work with individuals and families to affirm strengths, develop skills, restore hope, and promote self-reliance
- ☐ **Resiliency:** We will foster public preparedness and respond when families and communities face health and safety emergencies
- ☐ **Innovation:** We will take informed risks to deliver services more effectively and will learn from our successes and failures

DEPARTMENT/DIVISION HEAD SIGNATURE:	COUNTY ADMINISTRATOR SIGNATURE:												
													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Approved:</td> <td style="width: 35%;">TWIMB says</td> </tr> <tr> <td>Denied:</td> <td></td> </tr> <tr> <td>Tabled:</td> <td></td> </tr> <tr> <td>Other:</td> <td></td> </tr> <tr> <td>Deputy Clerk :</td> <td></td> </tr> <tr> <td>Date:</td> <td>6-16-2020</td> </tr> </table>	Approved:	TWIMB says	Denied:		Tabled:		Other:		Deputy Clerk :		Date:	6-16-2020	DISTRIBUTION/FILING INSTRUCTIONS:
Approved:	TWIMB says												
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Tabled:													
Other:													
Deputy Clerk :													
Date:	6-16-2020												

Background/Justification:

The purpose of this agenda item is to adopt Resolution No. 2020-097; Authorizing Entering Into a Cooperative Agreement With Shakopee Public Utilities Commission (SPUC) on County Project (CP) 83-24 in the City of Shakopee.

The proposed project will reconstruct and modernize a 1.1 mile segment of County Highway (CH) 83 from the south ramp of Trunk Highway (TH) 169 to south of 4th Avenue East from a four-lane urban undivided roadway to a four-lane urban divided roadway. Bike and pedestrian facilities will be constructed on both sides of the road, completing the gap between 12th Avenue and 4th Avenue. The project will also include turn lanes, shoulders, access relocations, intersection improvements, and new traffic signals at 12th Avenue and Valley Industrial Boulevard South/Unbridled Avenue. Curb and gutter, storm water detention ponding, and infiltration areas will be constructed for water quality and rate control purposes.

The purpose of this project is to address safety issues, add intersection capacity, modernize the roadway, provide a best fit design to accommodate adjacent and nearby event traffic, and provide multimodal transportation amenities on CH 83 to serve the traveling public. Residential, commercial, and recreational land use opportunities have expanded in the area resulting in an increased demand for transportation capacity and a desire for multimodal facilities.

As part of the project, SPUC will need to relocate hydrants and desires to replace a deteriorated watermain. In order to efficiently coordinate construction activities and minimize traffic impacts, the County and SPUC have agreed to include the water utility construction work as part of the CP 83-24 project. In addition, SPUC desires to have the County, through its design consultant, design the new watermain system. The County will include construction plans and specifications for water utility improvements in the project, provide construction inspection, pay the contractor for work, and coordinate any involvement necessary or requested by SPUC staff.

Through the Agreement, SPUC agrees to reimburse the County 100% for the hydrant relocations and the watermain and associated construction work estimated at \$1,029,899. SPUC also agrees to pay for consultant design services fees, and an additional 9% of its construction cost for its share of mobilization and traffic control, construction engineering and inspection, and contract administration services. The total cost is estimated at \$1,161,590.

Shakopee Public Utilities Commission Estimated Costs

Consultant Design Services	\$ 39,000
Watermain and Related Construction (est)	\$1,029,899
Construction Engineering and Admin (est)	\$ 92,691
Total Estimated Cost	\$1,161,590

The Project is included in the 2020-2029 Transportation Improvement Plan (TIP) for construction in year 2021. The estimated cost for SPUC utilities is included in SPUC's cost funding share in the TIP programmed project.

Fiscal Impact:

None

**BOARD OF COUNTY COMMISSIONERS
SCOTT COUNTY, MINNESOTA**

Date:	June 16, 2020
Resolution No.:	2020-097
Motion by Commissioner:	Wolf
Seconded by Commissioner:	Beard

**RESOLUTION NO. 2020-097; AUTHORIZING ENTERING INTO A COOPERATIVE AGREEMENT WITH
SHAKOPEE PUBLIC UTILITIES COMMISSION ON COUNTY PROJECT 83-24 IN THE CITY OF SHAKOPEE**

WHEREAS, the County is reconstructing County Highway (CH) 83 from the south ramp of Trunk Highway (TH) 169 to south of 4th Avenue East to improve traffic safety and operational efficiency; and

WHEREAS, Shakopee Public Utilities Commission (SPUC) is required to relocate its utilities out of the proposed roadway; and

WHEREAS, SPUC desires to replace the existing watermain in the project area and has requested the County include utility work as part of the County project; and

WHEREAS, SPUC has requested the County prepare the design and specifications for this utility work as part of the County project and it is of mutual benefit to each party to coordinate construction activities and minimize traffic impacts; and

WHEREAS, the County will be reimbursed for 100% of SPUC's utility construction cost and design costs plus an additional 9% of the utility construction cost for construction engineering and administration; and

WHEREAS, the project is included in the 2020-2029 Transportation Improvement Program (TIP).

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners in and for the County of Scott, Minnesota, hereby authorizes the Chairperson of the Board to enter into a Cooperative Agreement with Shakopee Public Utilities Commission.

BE IT FINALLY RESOLVED, that approval of this Agreement is subject to approval by the County Attorney's Office as to form.

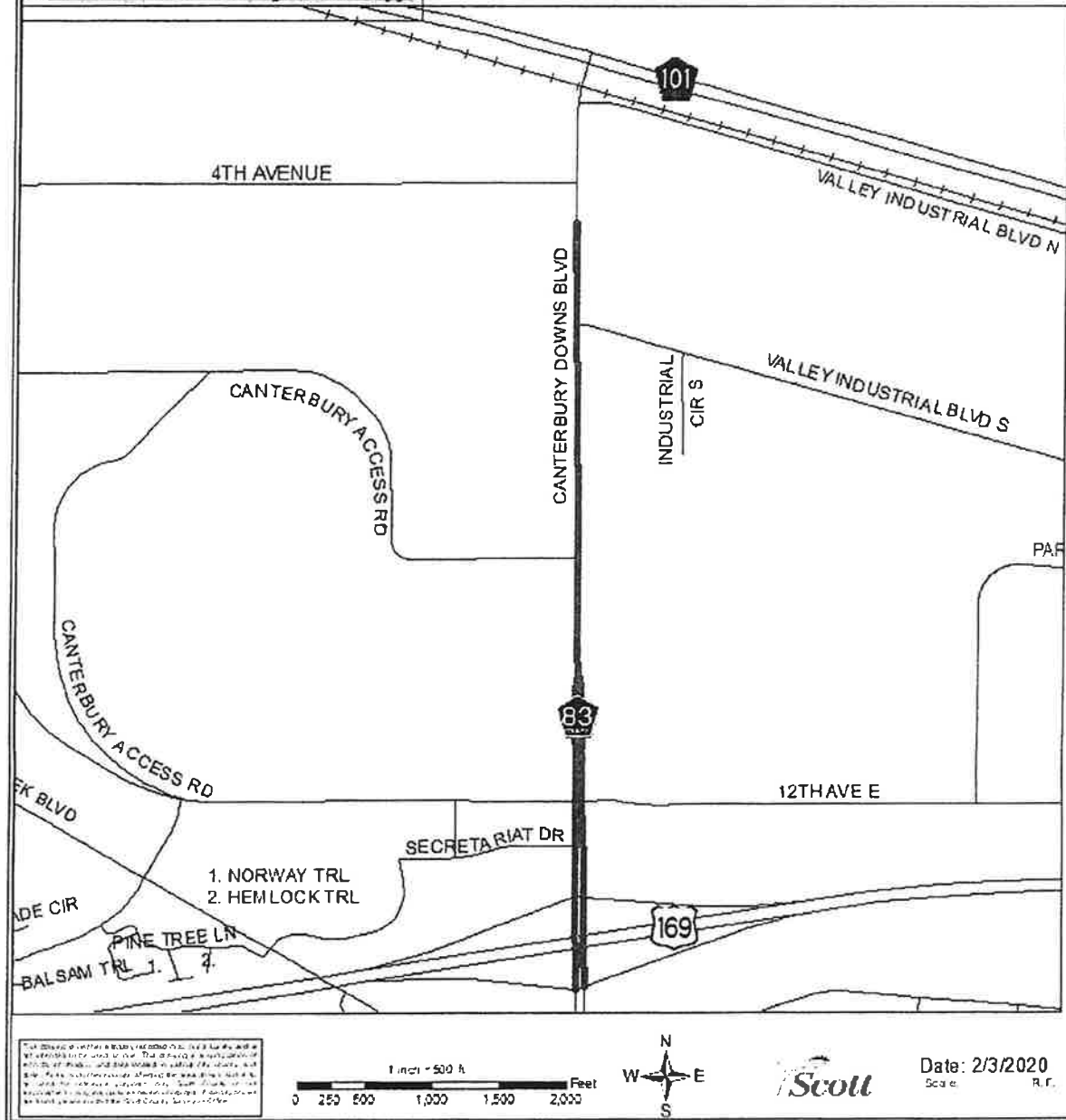
COMMISSIONERS	VOTE
Weckman Brekke	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Absent <input type="checkbox"/> Abstain
Wolf	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Absent <input type="checkbox"/> Abstain
Beard	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Absent <input type="checkbox"/> Abstain
Beer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Absent <input type="checkbox"/> Abstain
Ulrich	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Absent <input type="checkbox"/> Abstain

State of Minnesota)
County of Scott)

I, Lezlie A. Vermillion, duly appointed qualified County Administrator for the County of Scott, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Scott County, Minnesota, at their session held on the 16th day of June, 2020 now on file in my office, and have found the same to be a true and correct copy thereof.
Witness my hand and official seal at Shakopee, Minnesota, this 16th day of June, 2020.



County Administrator
Administrator's Designee







PO Box 470 • 255 Sarazin Street
Shakopee, Minnesota 55379
Main 952.445-1988 • Fax 952.445-7767
www.shakopeeutilities.com

DATE: June 15, 2021
TO: SPU Commissioners
FROM: Greg Drent, General Manager *GD*
Subject: Information to Commissioners

I am looking for suggestions on improving SPU's communication to the commissioners related to issues, trends, and future agenda items. We have made steady progress during my seven months by including the General Manager report as an agenda item but would like to get your feedback on a few different communication strategies that may assist us with continuous improvements on communicating information to the commissioners.

1. Schedule quarterly or semiannual commission meetings to discuss these topics.
2. Create an informal working group that regularly meets to discuss issues, trends, and future agenda items and bring back details to the whole commission. This working group would be two commissioners and the General Manager.
3. Meet with commissioners individually when specific topics come up for discussion and bring back details to the whole commission.
4. Include specific updates on issues, trends, and future agenda items in the General Manager report.

Give direction to SPU staff on better ways the commissioner would like to be informed on the issues, trends, and future agenda items.

TO: Greg Drent, General Manager 
FROM: Joseph D. Adams, Planning & Engineering Director 
SUBJECT: Status Update for UPRR Water Main Pipeline Crossing at Scott Street
DATE: June 17, 2021

ISSUE

The city's contractor for the 2021 Street Reconstruction is scheduled to begin constructions soon and the timing of the water main pipeline crossing of the UPRR tracks is in question.

BACKGROUND

Staff submitted a standard form Pipeline Crossing Application online with UPRR in April of this year. UPRR's response was to offer their standard Pipeline Crossing Agreement, despite the area of the crossing being wholly contained in the city's street right of way. UPRR does not own the right of way that the tracks are located on.

Since then staff has engaged SPU's legal counsel to review the proposed agreement terms and we have not been successful in negotiating an agreement that we can recommend to the Commission for approval. Some of the terms are simply too generous to UPRR and are not justified since they do not own the right of way.

DISCUSSION

SPU's attorney, Ms. Kaela Brennan brought the attached state statute to staff's attention and we believe now that no agreement is necessary to proceed with the water main replacement under the tracks. Staff provided the required insurance documents to UPRR and requested the necessary safety flagging services to be scheduled. As of now we are awaiting UPRR's response.

REQUESTED ACTION

This an informational item for Commissioners to be aware of what is happening on this project and why no agreement has been submitted for approval. No action is necessary at this time.

237.045 RAILROAD RIGHTS-OF-WAY; CROSSING OR PARALLELING BY UTILITIES.

Subdivision 1. **Definitions.** (a) For the purposes of this section, the following terms have the meanings given them.

(b) "Crossing" means a utility facility constructed over, under, or across a railroad right-of-way. The term does not include longitudinal occupancy of railroad right-of-way.

(c) "Facility" or "utility facility" means any item of personal property placed over, across, or underground for use in connection with the storage or conveyance of:

- (1) water;
- (2) sewage;
- (3) electronic, telephone, or telegraphic communications;
- (4) fiber optics;
- (5) cable television;
- (6) electric energy;
- (7) oil;
- (8) natural gas; or
- (9) hazardous liquids.

Facility includes, but is not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, and attachments.

(d) "Parallel" or "paralleling" means a utility facility that runs adjacent to and alongside the lines of a railroad for no more than one mile, or another distance agreed to by the parties, after which the utility facility crosses the railroad lines, terminates, or exits the railroad right-of-way.

(e) "Railroad" means any association, corporation, or other entity engaged in operating a common carrier by rail, or its agents or assigns, including any entity responsible for the management of crossings or collection of crossing fees.

(f) "Utility" means cooperative electric association, electric utility, public utility, transmission company, gas utility, municipal utility, municipal power agency, municipality, joint action agency, pipeline company, rural water system, or telephone, telegraph, telecommunications, cable, or fiber optic carrier. Utility includes contractors or agents.

Subd. 2. **Application.** (a) This section applies to:

(1) any crossing in existence before July 1, 2016, if an agreement concerning the crossing has expired or has been terminated. In such instance, if the collective amount that equals or exceeds the standard crossing fee under subdivision 6 has been paid to the railroad during the existence of the crossing, no additional fee is required; and

(2) any crossing commenced on or after July 1, 2016.

(b) This section does not apply to a crossing or paralleling of a large energy facility, as defined in section 216B.2421, subdivision 2, regardless of length.

Subd. 3. Right-of-way crossing; application for permission. (a) Any utility that intends to place a facility across or upon a railroad right-of-way shall request prior permission from the railroad.

(b) The request must be in the form of a completed crossing application, including an engineering design showing the location of the proposed crossing and the railroad's property, tracks, and wires that the utility will cross. The engineering design must conform with guidelines published in the most recent edition of the (1) National Electric Safety Code, or (2) Manual for Railway Engineering of the American Railway Engineering and Maintenance-of-Way Association. The utility must submit the crossing application on a form provided or approved by the railroad, if available.

(c) The application must be accompanied by the standard crossing fee specified in subdivision 6 and evidence of insurance as required in subdivision 7. The utility must send the application to the railroad by certified mail, with return receipt requested.

(d) Within 15 calendar days of receipt of an application that is not complete, the railroad must inform the applicant regarding any additional necessary information and submittals.

Subd. 4. Inductive interference study. (a) A railroad may require an electric utility to conduct an inductive interference study if:

(1) the facility is for an electric energy transmission line of at least 125 kilovolts; and

(2) in accordance with guidelines in the National Electric Safety Code and the Manual for Railway Engineering of the American Railway Engineering and Maintenance-of-Way Association, the railroad reasonably determines that the proposed facility poses a material possibility of creating induction issues or interference with railroad property.

(b) The utility must arrange and pay for the study, perform and pay for any costs of modifications to the proposed facility, and pay for any costs of modifications to railroad property that are necessary to ensure safe and reliable railroad operations. The study must be performed by a qualified engineer approved by the railroad.

(c) A utility facility for which an inductive interference study has been performed under this subdivision may not be energized until at least 30 calendar days after the railroad receives notice from the utility that the facility is ready to be energized. Within 30 days of receiving notice that the facility is ready to be energized, the railroad shall conduct any appropriate tests to ensure that there will not be any interference with safe operation of the railroad following energization.

Subd. 5. Right-of-way crossing; construction. Beginning 35 calendar days after the receipt by the railroad of a completed crossing application, crossing fee, and certificate of insurance, the utility may commence the construction of the crossing unless the railroad notifies the utility in writing that the proposed crossing or paralleling is a serious threat to the safe operations of the railroad or to the current use of the railroad right-of-way.

Subd. 6. Standard crossing fee. (a) Unless otherwise agreed by the parties or determined under section 237.04, a utility that crosses a railroad right-of-way, other than a crossing within a public right-of-way, must pay the railroad a onetime standard crossing fee of \$1,250, adjusted as provided in paragraph (e), for each crossing. Except as otherwise provided in this subdivision, the standard crossing fee is paid in lieu of any license, permit, application, processing fee, or any other fee or charge to reimburse the railroad for direct

expenses incurred by the railroad as a result of the crossing. No other fee or charge may be assessed to the utility by the railroad.

(b) In addition to the standard crossing fee, the utility shall also reimburse the railroad for any reasonable and necessary flagging expense associated with a crossing, based on the railroad traffic at the crossing.

(c) No crossing fee is required if the crossing is located within a public right-of-way.

(d) The placement of a single conduit and its content is a single facility. No additional fees are payable based on the individual fibers, wires, lines, or other items contained within the conduit.

(e) Annually each May 1, the standard crossing fee under paragraph (a) must be adjusted based on the percentage change in the annual average producer price index for the preceding year compared to the year prior to the preceding year. Each adjustment is effective for applications submitted on or after June 1. The producer price index is final demand, finished consumer energy goods, as prepared by the Bureau of Labor Statistics of the United States Department of Labor.

Subd. 7. Certificate of insurance; coverage. (a) The certificate of insurance or coverage submitted by:

(1) a municipal utility or municipality must include commercial general liability insurance or an equivalent form with a limit of at least \$1,000,000 for each occurrence and an aggregate of at least \$2,000,000;

(2) a utility providing natural gas service must include commercial general liability insurance with a combined single limit of at least \$5,000,000 for each occurrence and an aggregate limit of at least \$10,000,000; or

(3) a utility not specified in clauses (1) and (2) must include commercial general liability insurance with a combined single limit of at least \$2,000,000 for each occurrence and an aggregate limit of at least \$6,000,000.

(b) The railroad may require protective liability insurance with a combined single limit of \$2,000,000 for each occurrence and \$6,000,000 aggregate. The coverage may be provided by a blanket railroad protective liability insurance policy if the coverage, including the coverage limits, applies separately to each individual crossing. The coverage is required only during the period of construction, repair, or replacement of the facility.

(c) The insurance coverage under paragraphs (a) and (b) must not contain an exclusion or limitation related to railroads or to activities within 50 feet of railroad property.

(d) The certificate of insurance must be from an insurer of the utility's choosing.

Subd. 8. Objection to crossing; petition to Public Utilities Commission. (a) If a railroad objects to the proposed crossing or paralleling due to the proposal being a serious threat to the safe operations of the railroad or to the current use of the railroad right-of-way, the railroad must notify the utility of the objection and the specific basis for the objection. The railroad shall send the notice of objection to the utility by certified mail, with return receipt requested.

(b) If the parties are unable to resolve the objection, either party may petition the Public Utilities Commission for assistance via mediation or arbitration of the disputed crossing application. The petition must be filed within 60 days of receipt of the objection. Before filing a petition, the parties shall make good faith efforts to resolve the objection.

(c) If a petition is filed, the Public Utilities Commission must issue an order within 120 days of filing of the petition. The order may be appealed under chapter 14 and section 216B.27. The Public Utilities Commission must assess the costs associated with a petition equitably among the parties.

Subd. 9. Additional requirements; objection and petition to Public Utilities Commission. (a) If a railroad imposes additional requirements on a utility for crossing its lines, other than the proposed crossing being a serious threat to the safe operations of the railroad or to the current use of the railroad right-of-way, the utility may object to one or more of the requirements. If it objects, the utility shall provide notice of the objection and the specific basis for the objection to the railroad by certified mail, with return receipt requested.

(b) If the parties are unable to resolve the objection, either party may petition the Public Utilities Commission for resolution or modification of the additional requirements. The petition must be filed within 60 days of receipt of the objection. Before filing a petition, the parties shall make good faith efforts to resolve the objection.

(c) If a petition is filed, the Public Utilities Commission shall determine, after notice and opportunity for hearing, whether special circumstances exist that necessitate additional requirements for the placement of the crossing. The Public Utilities Commission must issue an order within 120 days of filing of the petition. The order may be appealed under chapter 14 and section 216B.27. The Public Utilities Commission shall assess the costs associated with a petition equitably among the parties.

Subd. 10. Operational relocation. (a) A railroad may require a utility to relocate a facility when the railroad determines that relocation is essential to accommodate railroad operations, and the relocation is not arbitrary or unreasonable. Before agreeing to the relocation, a utility may require a railroad to provide a statement and supporting documentation identifying the operational necessity for requesting the relocation. A utility must perform the relocation within a reasonable period of time following the agreement.

(b) Relocation is at the expense of the small utility. A standard fee under subdivision 6 may not be imposed for relocation.

Subd. 11. Existing agreements. Nothing in this section prevents a railroad and a utility from continuing under an existing agreement, or from otherwise negotiating the terms and conditions applicable to a crossing or the resolution of any disputes relating to the crossing. A utility may elect to undertake a crossing or paralleling under this section or section 237.04. Nothing in this section impairs the authority of a utility to secure crossing rights by easement through exercise of the power of eminent domain.

History: 2016 c 180 s 2

TO: Greg Drent, General Manager *GD*

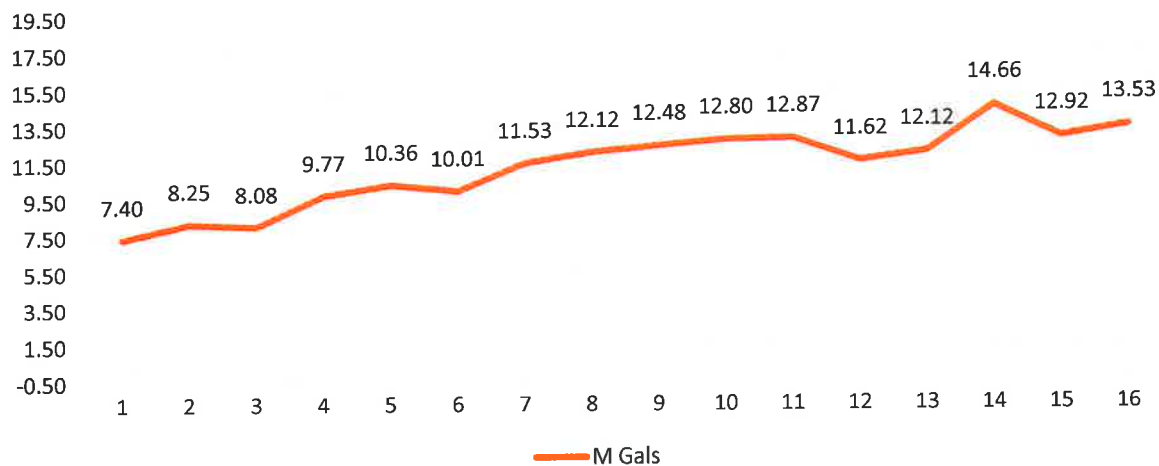
FROM: Lon R. Schemel, Water Superintendent *LRS*

SUBJECT: Summer 2021 Pumpage Update

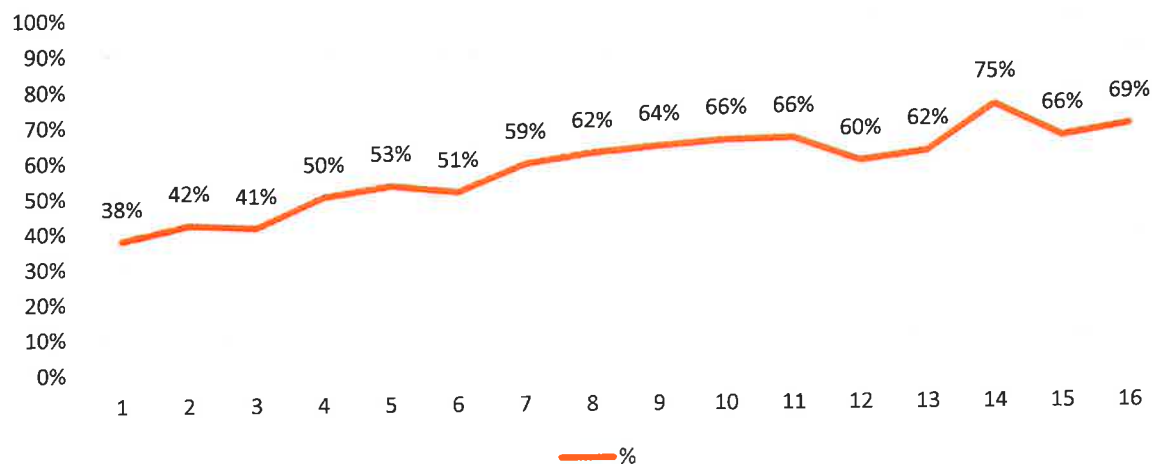
DATE: June 16, 2021

Pumpage as of this memo:

June 2021



Percentage of Capacity





PO Box 470 • 255 Sarazin Street
Shakopee, Minnesota 55379
Main 952.445-1988 • Fax 952.445-7767
www.shakopeeutilities.com

7d

TO. Greg Drent, General Manager

A handwritten signature in blue ink, appearing to read "GD", is written over the name "Greg Drent".

FROM: Lon R. Schemel, Water Superintendent

A handwritten signature in blue ink, appearing to read "L. Schemel", is written over the name "Lon R. Schemel".

SUBJECT: Sprinkling Restrictions

DATE: June 16, 2021

The Water Department has handed out "140 Sprinkling Restriction notices since June 6th. By and large, our customers have been great about accepting the notices. Many were new to town and were not aware of the notices. Others had older irrigation controllers that only had every other day programming and not Odd/Even. We took the opportunity to tell them that we offer great rebates on WaterSense certified controllers.

I have attached a copy of the notices that we either leave with the customer or hang on their door.

The Water Department has been reviewing and updating the Water Policy Manual headed up by Tony Myers for the last two months. The Lawn Sprinkling section is being scrutinized and will be brought before the Commission as part of the entire Water Policy Manual update at a near-future meeting.

No action requested.

SPRINKLING RESTRICTIONS

May 1 - October 1

Because of the anticipated demand on the water system this summer, and to encourage water conservation, sprinkling restrictions are in effect. The restrictions apply to all water customers of the City of Shakopee / Shakopee Public Utilities Commission.

The restrictions are the **ODD/EVEN** system, plus **TIME** restrictions:

- ◆ Customers whose home or business address ends with an odd number may sprinkle their lawn only on odd numbered days.
- ◆ Customers whose home or business address ends with an even number may sprinkle their lawn only on even numbered days.
- ◆ **NO SPRINKLING** is permitted between the hours of 12 noon and 5 PM regardless of the home or business address.
- ◆ In the event of repeat violations, after two notifications, a \$50 charge per instance will be applied.
- ◆ Exception will be allowed for new seed or sod.
- ◆ Conserving water is always a good idea, and everyone is encouraged to use water efficiently.
- ◆ Sprinkling only during cooler parts of the day means a greater percentage of the water will get to the lawn. And sprinkling during morning hours is recommended to avoid lawn fungus.
- ◆ We ask everyone's cooperation in observing the sprinkling restrictions - and looking for ways to conserve - so there will be sufficient water throughout the summer, and an adequate reserve can be kept for fire protection.

NOTE FOR NEW SOD OR SEEDED LAWNS: While new sod or seeded lawns DO need sprinkling more often until their roots develop, such lawns DO NOT benefit from prolonged soaking. Please consider this in your sprinkling schedule.

Please contact Shakopee Public Utilities with any questions at (952) 445-1988.



SHAKOPEE PUBLIC UTILITIES
255 Sarazin Street ♦ Shakopee, Minnesota 55379
www.shakopeeutilities.com



SHAKOPEE PUBLIC UTILITIES

255 Sarazin Street ♦ Shakopee, MN 55379

Phone: (952) 233-1503

Office Hours: Monday-Friday 7:30 a.m. - 4:30 p.m.

SPRINKLING RESTRICTIONS VIOLATION

May 1 - October 1
Shakopee Public Utilities
has sprinkling restrictions in effect
for the City of Shakopee

The restrictions are the ODD/EVEN system, plus
TIME restrictions.

- ♦ Customer's whose home or business address ends with an odd number may only sprinkle their lawn on odd numbered days.
- ♦ Customer's whose home or business address ends with an even number may only sprinkle their lawn on even numbered days.
- ♦ No sprinkling is permitted between the hours of 12 Noon and 5:00 p.m., regardless of the home or business address.



YOU ARE CURRENTLY IN VIOLATION OF THESE RESTRICTIONS.

☐ FIRST NOTICE

☐ SECOND NOTICE

Name: _____

Address: _____

TO: Greg Drent, General Manager 
FROM: Joseph D. Adams, Planning & Engineering Director 
SUBJECT: Electric Vehicle (EV) Chargers
DATE: June 16, 2021

ISSUE

SPU customers have inquired if we have an EV Charger incentive program.

BACKGROUND

Recently staff has fielded several phone calls from customers inquiring “what if anything SPU offers to its customers that are purchasing electric vehicles and are desiring home charging equipment?”

EV’s and home charging equipment is being deployed at an increasing pace with availability moving toward mass production and acceptance. SPU electric rates, while currently are favorable on an economic basis with other area utilities, are in need of review and updating via a rate study scheduled for this year. Rate incentives to customer to charge their vehicles during off peak periods are desirable to help manage the loading on SPU’s distribution system. Time of Use Metering will be a feature of the Advanced Metering Infrastructure program that is being rolled out.

DISCUSSION

In response the above mentioned inquiries, staff decided to perform a quick survey of existing program offerings by area electric utilities and the results are included in the attachment.

REQUESTED ACTION

Staff seeks direction from the Commission after discussion on what if any incentives or features of an EV Charging program are desired?

Company	Chargers	Charging Programs	Installation	Rebate	Metering	Rates
Xcel Energy	Rent or Buy 2 varieties	Time of Day (programmed to charge at night)	Will Install and Maintain	None	Second TOD Meter	Off-Peak (9pm-9am): 4.0¢/kWh Peak (Oct-May 9am-9pm): 17.0¢/kWh Peak (Jun-Sep 9am-9pm): 21.0¢/kWh
Connexus Energy	Buy from utility (account needed)	Time-of-Day	None	\$500 Level 2 installation	Sub-metered circuit	Off-Peak (8pm-8am daily): 6.6¢/kWh Mid-Peak (8am-4pm WD, WE): 12.2¢/kWh Peak (4pm-8pm WD): 21.0¢/kWh
Rochester Public Utilities	None	None	None	\$25 one-time bill credit	None	N/A
Moorhead Public Service	None	None	None	\$500 Level 2 installation (*CP Home Flex)	N/A	N/A
MVEC	None	Time-of-day rates	None	\$150 per port installation	Dedicated Meter	Off-Peak (10pm-5am): 5.8¢/kWh Mid (5am-5pm): 8.6¢/kWh Peak (5pm-10pm): 24.8¢/kWh
Dakota Electric Association	None	2; Off-peak storage and Time-of-use	None	\$500 installation	Sub-metered circuit	OPS (11pm-7am): 4.87¢/kWh ----- Off-peak (9pm-8am WD, WE): 7.55¢/kWh Mid (8am-4pm WD): 12.38-13.77¢/kWh Peak (4pm-9pm WD): 44.2¢/kWh
Chaska Electric	None	Time-of-Day	None	None	Metering Options	Off-peak (Jun-Sep 7pm-7am): 7.35¢/kWh Off-peak (Oct-May 7pm-7am): 6.89¢/kWh Peak (Jun-Sep 7am-7pm): 19.84¢/kWh Peak (Oct-May 7am-7pm): 16.51¢/kWh

*CP: ChargePoint



10b

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www.shakopeeutilities.com

DATE: June 17, 2021
TO: Greg Drent, General Manager *GD*
FROM: Jean McGann, Consulting Finance Director *JM*
SUBJECT: Consideration of Purchasing/Contracts Policy

Background

Over the past several months we have been reviewing existing policies to determine if updates are needed and also to see if there are policies that need to be developed. At this time we have developed a purchasing/contracts policy to establish specific parameters for purchasing to that there is clarity as to how purchases are completed.

The proposed purchasing/contract policy defines dollar amounts for purchasing and lays out the process for how all purchasing approvals are to be completed.

Recommendation

The Commission is requested to consider adoption of the purchasing/contracts policy.



Purchasing/Contracts Policy

Contract Policy & Procedure

Adopted by Shakopee Public Utilities Commission on: June __, 2021

The budget allocates funds for the purchase or payment of personnel, supplies, other services and capital. Requests cannot be made for items outside the budget except under special circumstances, which must be approved by the General Manager. The Purchasing Agent is the General Manager. Purchases will be made following the procedures under 2, and applying the following dollar thresholds:

- Purchases less than \$500 may be purchased by authorized staff members;
- Purchases of \$2,500 or less may be purchased by Supervisors;
- Purchases of \$2,500 to \$25,000 may be purchased by Department Director or Superintendent;
- Purchases of \$25,000 up to \$75,000 may be approved by the General Manager and up to \$175,000 if approved in CIP
- Purchases exceeding \$175,000 must be approved by the Commission.

Recurring purchases – purchases that recur each month, such as the power invoice and utility invoices, require two approvals from within the finance department.

Professional services - Shakopee Public Utilities (SPU) is not required to use the competitive bidding process when contracting for professional services, such as those of engineers, lawyers, architects, and accountants, as well as other services requiring technical or professional training like refuse hauling and janitorial services.

Insurance contracts - SPU is not required to use the competitive bidding process for insurance contracts; however, SPU must seek requests for proposals for group insurance.

1. Organizations affected: All departments.

Contract Policy & Procedure (Continued)

2. Procedure:

A. Purchase & Bidding Requirements:

Amount of Purchase:	Type of quote required:	Approval required by:	Written bid specifications:	Sealed bids required:	Contract required:	Purchase order required:
Purchases under \$500	None	None	not required	No	No	Yes
Purchases under \$2,500	two telephone quotes are preferred, or in the open market	Supervisor	not required	No	No	Yes
Purchases between \$2,500-\$25,000	two written quotes are preferred, or in the open market	Dept. Director or Superintendent	as required based on type of purchase	No	No	Yes
Purchases over \$25,000 up to \$50,000	three written quotes required or purchases through cooperative purchasing agreement	Dept. Director or Superintendent	as required based on type of purchase	No	No	Yes
Purchases over \$50,000 up to \$175,000	three written quotes required or purchases through cooperative purchasing agreement	General Manager provided purchase amount does not exceed amount authorized by CIP	as required based on type of purchase	No	construction projects yes; commodities at discretion of General Manager	Yes
Purchases greater than \$175,000	General Manager or designee must advertise in SPU's legal newspaper	Commission	required	Yes	Yes	Yes
Capital Improvement Program (CIP) Purchases – see Section E.						

B. Guaranteed Energy Savings Agreements:

- State Statutes authorize SPU to enter into a guaranteed energy savings agreement with a qualified provider for the purpose of implementing comprehensive utility cost-saving measures to improve the energy efficiency of various municipal facilities within SPU so long as the implementation costs will not exceed the amount to be saved in utility and maintenance costs over a twenty year period with said utility and maintenance cost savings guaranteed in writing by the qualified provider. SPU shall follow all requirements as prescribed in Statute related to this authority to enter into Guaranteed Energy Savings Agreements.

Contract Policy & Procedure (Continued)

C. Responsible Contractor Compliance:

- A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 of Minnesota Statutes, Section 16C.285 at the time that it responds to the solicitation document, and from subcontractors as provided in Section 16C.285, subdivision 4. A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted. A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section, provided that it contains an electronic signature as defined in Minnesota Statutes, Section 325L.02, paragraph (h).

D. Cooperative Purchasing Contracts:

- For contracts estimated to exceed \$25,000, SPU must consider the availability, price, and quality of supplies, materials, or equipment available through the state cooperative purchasing venture before buying through another source.
- If SPU is not utilizing the state's cooperative purchasing venture, SPU may consider another national municipal association's purchasing alliance or cooperative created by a joint powers agreement that purchases items from more than one source on the basis of competitive bids or competitive quotations

E. Bidding Requirements:

- When supplies or equipment are competitive in nature, specifications cannot exclude all but one type of equipment or supplies. Proposals and specifications must allow free and full competition. Bidding requirements cannot be avoided by splitting a contract into several contracts, each of which is below the minimum amount requiring sealed bids. For example, SPU cannot purchase \$200,000 of lumber in several transactions, each involving an expenditure of less than \$100,000. However, if materials or work logically fall into two separate contracts because they involve separate transactions, as for the service of contractors specializing in different kinds of work, there is no reason why SPU cannot negotiate the contracts individually without sealed bids if the bids do not exceed the \$175,000 minimum.
- Capital Improvement Program (CIP) purchases – the CIP approved by the Commission is an adopted budget document; therefore, the expenditure has been formally authorized. A resolution should be adopted listing the funding source to give the formal authorization to expend the funds for the purchase.
- Sales tax – Beginning January 1, 2015 purchases made by Shakopee Public Utilities are generally exempt from sales tax. The general exemption, however, does not apply to purchases made by SPU to provide the following goods and services: golf courses, solid waste, and cafes. Certain other exclusions are listed in Statute and should be reviewed on a regular basis. Bidders should specify whether their bid includes sales tax or not. After the work is completed and a purchase order is processed, if the invoice does not itemize sales tax you must obtain a corrected invoice from the vendor if sales tax is applicable on the item purchased. SPU is not subject to the Scott County Sales and Use Tax of 0.5% that went into effect October 1, 2015.

Contract Policy & Procedure (Continued)

E. Bidding Requirements (Continued):

- Consultant services - state law does not require SPU to competitively bid contracts for professional services (i.e. attorney, architect, engineer, accountant, cleaning company, or other person with technical, scientific, or professional training such as refuse hauling).
- Sealed bids are required for purchases exceeding \$175,000, and bids must be advertised by the General Manager or designee in SPU's legal newspaper (Notice to Bidders) and publicly opened and approved by the Commission. In addition to the legal notice, SPU must prepare instructions to bidders and general specifications for sealed bids. Attaching a copy of the proposed contract to the instructions to bidders is required. Sealed bids, including the number of bids received prior to bid opening, are nonpublic. Once opened, the name of the bidder and the dollar amount of the bid are public (all other data is private until completion of the selection process).
- Bids vs. Quotes terminology – always use term quotation unless referring to a sealed bid.
- Bid security (for sealed bids for purchases over \$175,000) in the amount of five percent (5%) of the bid shall be submitted to the General Manager. The bid security guarantees that in the event the bidder's offer is accepted, the bidder will enter into a contract in accordance with the proposal. Bid security of the successful bidder will be returned upon execution of the contract documents. Bid securities of unsuccessful bidders will be returned within a reasonable time period (Minnesota Statutes § 574.27). Failure of the successful bidder to execute the contract and furnish applicable bonds within ten (10) days after receiving written notice of the award shall cause the bid security to be forfeited as liquidated damages to SPU. The Commission at this time may award the contract to the next lower responsible bidder unless the Commission determines that public interest will be better served by accepting a higher bid, or the contract may be re-advertised.
- Rejecting Bids (and related Data Practices laws) - SPU has the right to reject any and all bids (requests for proposals, requests for bids, sealed bids). All data submitted in response to bid requests are private until bids are opened. If bids are rejected prior to the completion of the evaluation or selection process, all data, other than that made public at the bid opening, remain private until a re-solicitation of bids results in completion of the selection process. If the rejection occurs after the completion of the selection process, the data remain public. If a re-solicitation of bids does not occur within one year of the bid opening date, the remaining data become public

F. Use of Purchase Order Forms:

- A purchase order shall be required by SPU.

G. Amendments

The contract cost, once established by the Commission, shall represent the maximum obligation to SPU. Any change orders that affect the cost of the contract shall be reviewed by the General Manager and SPU representative managing the contract. The General Manager has the authority to authorize a change order without Commission approval up to a maximum of 15% or \$150,000 of the contract price provided the original contract plus the change order does not exceed the authorized budget. If the change order exceeds this amount, then the General Manager and SPU representative managing the contract will forward the justification for the change order to the Commission for approval. In no event will payment in excess of the authorized budget be made until such approval has been obtained.

Contract Policy & Procedure (Continued)

H. Bond Requirements

The vendor must execute to SPU a performance bond and a payment bond for public work over \$175,000 to protect SPU and all people furnishing work, equipment, materials, or supplies. An irrevocable letter of credit may be accepted in lieu of a performance bond.

No SPU contract is valid, nor may work commence on a bid contract, until the contractor provides a Performance Bond and a Labor and Materials Bond to SPU in accordance with state statute.

I. Certificate of Insurance

Before beginning work on a contract, the Contractor must submit to SPU, and obtain SPU's approval, on a certificate of insurance. This certificate shall be composed of a Standard Form C.I.C.C.-701 or an ACORD 25 form. The certificate of insurance shall list SPU as an additional insured, and shall be maintained at all times and survive termination or expiration of the contract, and provide for the following minimum coverage, unless mutually agreed otherwise:

- *Comprehensive General Liability:* *\$2,000,000.00 per occurrence;
\$4,000,000 aggregate*
- *Automobile Liability for All Automobiles:* *\$2,000,000.00 combined single limit*
- *Workman's Compensation:* *Statutory Amounts*

The insurance cancellation language should state that the company will provide SPU 30 days' written notice of cancellation (include this requirement in bid specifications if applicable).

3. Exceptions:

Any deviation from this Purchasing and Contracts Policy must be approved by the Commission.

471.345 UNIFORM MUNICIPAL CONTRACTING LAW.

Subdivision 1. **Municipality defined.** For purposes of this section, "municipality" means a county, town, city, school district or other municipal corporation or political subdivision of the state authorized by law to enter into contracts.

Subd. 2. **Contract defined.** A "contract" means an agreement entered into by a municipality for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

Subd. 3. **Contracts over \$175,000.** If the amount of the contract is estimated to exceed \$175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing contracts by the particular municipality or class thereof. With regard to repairs and maintenance of ditches, the provisions of section 103E.705, subdivisions 5, 6, and 7, apply.

Subd. 3a. **Contracts over \$175,000; best value alternative.** As an alternative to the procurement method described in subdivision 3, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 4. **Contracts exceeding \$25,000 but not \$175,000.** If the amount of the contract is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof.

Subd. 4a. **Contracts exceeding \$25,000 but not \$175,000; best value alternative.** As an alternative to the procurement method described in subdivision 4, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 5. **Contracts \$25,000 or less.** If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 5a. **County or town rental contracts.** If the amount of a county or town contract for the rental of equipment is estimated to be \$60,000 or less, the contract may, in the discretion of the county or town board, be made by direct negotiation by obtaining two or more quotations for the rental when possible and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations shall be kept on file for a period of at least one year after their receipt.

Subd. 5b. **Water tank service contracts.** (a) A municipality may, by direct negotiation or through the solicitation of requests for proposals, enter into a multiyear professional service contract for the engineering, repair, and maintenance of a water storage tank and appurtenant facilities owned, controlled, or operated by the municipality, if the contract contains:

(1) a provision that the municipality is not required to make total payments in a single year that exceed the water utility charges received by the municipality for that year;

(2) a provision requiring that the work performed be done under the review of a professional engineer licensed in the state of Minnesota attesting that the work will be performed in compliance with all applicable codes and engineering standards; and

(3) a provision that if, at the commencement of the contract, the water tank or appurtenant facilities require engineering, repair, or service in order to bring the water tank or facilities into compliance with federal, state, or local requirements, the party contracting with the municipality is responsible for providing the engineering, repair, or service. The costs to bring the water tank or facilities into compliance must be itemized separately and charged to the municipality in payments spread over a period of not less than three years from the commencement of the contract.

(b) If the cost of a contract for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property entered into under this subdivision is estimated to meet the costs specified under subdivisions 3 and 3a, paragraph (a) applies but the municipality must use the procurement methods specified in subdivision 3 or 3a to contract for that portion of the work.

Subd. 6. Applicability of other laws. The purpose of this section is to establish for all municipalities, uniform dollar limitations upon contracts which shall or may be entered into on the basis of competitive bids, quotations or purchase or sale in the open market. To the extent inconsistent with this purpose, all laws governing contracts by a particular municipality or class thereof are superseded. In all other respects such laws shall continue applicable.

Subd. 7. Minimum labor standards. Nothing in this section shall be construed to prohibit any municipality from adopting rules, regulations, or ordinances which establish the prevailing wage rate as defined in section 177.42, as a minimum standard for wages and which establish the hours and working conditions prevailing for the largest number of workers engaged in the same class of labor within the area as a minimum standard for a contractor's employees which must be agreed to by any contractor before the contractor may be awarded any contract for the furnishing of any labor, material, supplies, or service.

Subd. 8. Procurement from economically disadvantaged persons. For purposes of this subdivision, the following terms shall have the meanings herein ascribed to them:

(a) "Small targeted group business" means businesses designated under section 16C.16.

(b) "Business entity" means an entity organized for profit, including an individual, partnership, corporation, joint venture, association, or cooperative.

Nothing in this section shall be construed to prohibit any municipality from adopting a resolution, rule, regulation, or ordinance which on an annual basis designates and sets aside for awarding to small targeted group businesses a percentage of the value of its anticipated total procurement of goods and services, including construction, and which uses either a negotiated price or bid contract procedure in the awarding of a procurement contract under a set-aside program as allowed in this subdivision, provided that any award based on a negotiated price shall not exceed by more than five percent the municipality's estimated price for the goods and services if they were purchased on the open market and not under the set-aside program.

Subd. 9. [Repealed, 1990 c 549 s 3]

Subd. 10. Shared hospital or ambulance service purchasing. Supplies, materials, or equipment to be used in the operation of a hospital licensed under sections 144.50 to 144.56 or an ambulance service licensed under chapter 144E that are purchased or leased under a shared service purchasing arrangement whereby more than one hospital or ambulance service purchases supplies, materials, or equipment with one or more

other hospitals or ambulance services either through one of the hospitals or ambulance services or through another entity, may be purchased without regard to the competitive bidding requirements of this section, if the following conditions are met:

- (1) the hospital's or ambulance service's governing authority authorizes the arrangement;
- (2) the shared services purchasing program purchases items available from more than one source on the basis of competitive bids or competitive quotations of prices; and
- (3) the arrangement authorizes the hospital's or ambulance service's governing authority or its representatives to review the purchasing procedures to determine compliance with these requirements.

The shared services purchasing program may award contracts to more than one bidder if doing so does not decrease the service level or diminish the effects of competition.

Subd. 11. Fuel contracts for generation of municipal power. Notwithstanding the amount of the contract, any contract entered into by a municipality for the purchase of fuel required for the generation of power from municipal power plants shall be governed by subdivision 4.

Subd. 12. Procurement from rehabilitation facilities. Nothing in this section prohibits a municipality from adopting a resolution, rule, regulation, or ordinance that on an annual basis designates and sets aside for awarding to rehabilitation facilities as described in section 268A.06 a percentage of the value of its anticipated total procurement of goods and services, including construction, and which uses either a negotiated price or bid contract procedure in the awarding of a procurement contract under a set-aside program as allowed in this subdivision, provided that any award based on a negotiated price shall not exceed by more than five percent the municipality's estimated price for the goods and services if they were purchased on the open market and not under the set-aside program.

Subd. 13. Energy efficiency projects. The following definitions apply to this subdivision.

(a) "Energy conservation measure" means a training program or facility alteration designed to reduce energy consumption or operating costs and includes:

- (1) insulation of the building structure and systems within the building;
- (2) storm windows and doors, caulking or weatherstripping, multiglazed windows and doors, heat absorbing or heat reflective glazed and coated window and door systems, additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption;
- (3) automatic energy control systems;
- (4) heating, ventilating, or air conditioning system modifications or replacements;
- (5) replacement or modifications of lighting fixtures to increase the energy efficiency of the lighting system without increasing the overall illumination of a facility, unless an increase in illumination is necessary to conform to the applicable state or local building code for the lighting system after the proposed modifications are made;
- (6) energy recovery systems;
- (7) cogeneration systems that produce steam or forms of energy such as heat, as well as electricity, for use primarily within a building or complex of buildings;
- (8) energy conservation measures that provide long-term operating cost reductions; and

(9) water metering devices that increase efficiency or accuracy of water measurement and reduce energy use.

(b) "Guaranteed energy-savings contract" means a contract for the evaluation and recommendations of energy conservation measures, and for one or more energy conservation measures. The contract must provide that all payments, except obligations on termination of the contract before its expiration, are to be made over time, but not to exceed 20 years from the date of final installation, and the savings are guaranteed to the extent necessary to make payments for the systems.

(c) "Qualified provider" means a person or business experienced in the design, implementation, and installation of energy conservation measures. A qualified provider to whom the contract is awarded shall give a sufficient bond to the municipality for its faithful performance.

Notwithstanding any law to the contrary, a municipality may enter into a guaranteed energy-savings contract with a qualified provider to significantly reduce energy or operating costs.

Before entering into a contract under this subdivision, the municipality shall provide published notice of the meeting in which it proposes to award the contract, the names of the parties to the proposed contract, and the contract's purpose.

Before installation of equipment, modification, or remodeling, the qualified provider shall first issue a report, summarizing estimates of all costs of installations, modifications, or remodeling, including costs of design, engineering, installation, maintenance, repairs, or debt service, and estimates of the amounts by which energy or operating costs will be reduced.

A guaranteed energy-savings contract that includes a written guarantee that savings will meet or exceed the cost of energy conservation measures is not subject to competitive bidding requirements of section 471.345 or other law or city charter. The contract is not subject to section 123B.52.

A municipality may enter into a guaranteed energy-savings contract with a qualified provider if, after review of the report, it finds that the amount it would spend on the energy conservation measures recommended in the report is not likely to exceed the amount to be saved in energy and operation costs over 20 years from the date of final installation if the recommendations in the report were followed, and the qualified provider provides a written guarantee that the energy or operating cost savings will meet or exceed the costs of the system. The guaranteed energy-savings contract may provide for payments over a period of time, not to exceed 20 years.

A municipality may enter into an installment payment contract for the purchase and installation of energy conservation measures. The contract must provide for payments of not less than 1/20 of the price to be paid within two years from the date of the first operation, and the remaining costs to be paid monthly, not to exceed a 20-year term from the date of final acceptance.

A municipality entering into a guaranteed energy-savings contract shall provide a copy of the contract and the report from the qualified provider to the commissioner of commerce within 30 days of the effective date of the contract.

Guaranteed energy-savings contracts may extend beyond the fiscal year in which they become effective. The municipality shall include in its annual appropriations measure for each later fiscal year any amounts payable under guaranteed energy-savings contracts during the year. Failure of a municipality to make such an appropriation does not affect the validity of the guaranteed energy-savings contract or the municipality's obligations under the contracts.

Subd. 14. **Damage awards.** (a) In any action brought challenging the validity of a municipal contract under this section, the court shall not award, as any part of its judgment, damages or attorney fees, but may award an unsuccessful bidder the costs of preparing an unsuccessful bid.

(b) Paragraph (a) applies to any action arising under or based upon the alleged violation by a municipality of any law, regulation, ordinance, or equitable doctrine governing or regarding public procurement requirements, public procurement procedures, or the award of any public contract by a municipality, regardless of whether the agreement constitutes a contract under subdivision 2.

Subd. 15. **Cooperative purchasing.** (a) Municipalities may contract for the purchase of supplies, materials, or equipment by utilizing contracts that are available through the state's cooperative purchasing venture authorized by section 16C.11. For a contract estimated to exceed \$25,000, a municipality must consider the availability, price and quality of supplies, materials, or equipment available through the state's cooperative purchasing venture before purchasing through another source.

(b) If a municipality does not utilize the state's cooperative purchasing venture, a municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements of this section if the purchase is through a national municipal association's purchasing alliance or cooperative created by a joint powers agreement that purchases items from more than one source on the basis of competitive bids or competitive quotations.

Subd. 16. **Reverse auction.** Notwithstanding any other procedural requirements of this section, a municipality may contract to purchase supplies, materials, and equipment using an electronic purchasing process in which vendors compete to provide the supplies, materials, or equipment at the lowest selling price in an open and interactive environment. A municipality may not use this process to contract for services, as defined by section 16C.02, subdivision 17, or a service contract, as defined by section 16C.02, subdivision 7a. Nothing in this subdivision must be construed to prohibit a municipality from adopting a resolution, rule, regulation, or ordinance relating to minimum labor standards under subdivision 7, or procurement from economically disadvantaged persons under subdivision 8.

Subd. 17. **Electronic sale of surplus supplies, materials, and equipment.** Notwithstanding any other procedural requirements of this section, a municipality may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused using an electronic selling process in which purchasers compete to purchase the surplus supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

Subd. 18. **Electronic bidding.** Notwithstanding any other procedural requirements of this section, vendors may submit bids, quotations, and proposals electronically in a form and manner required by the municipality. A municipality may allow bid, performance, or payment bonds, or other security, to be furnished electronically.

Subd. 19. **Town road construction and maintenance.** Notwithstanding any other procedural requirements of this section, a town may contract for the construction or maintenance of a town road by agreeing to the terms of an existing contract between a vendor and a county for road construction or maintenance on an adjoining road if the existing county contract was made in conformance with all applicable procedural requirements.

Subd. 20. **Solicitations to small business enterprises or veteran-owned small businesses.** A contract, as defined in subdivision 2, estimated not to exceed \$250,000 may be made pursuant to the provisions of subdivision 4 provided that a business that is directly solicited is: (1) certified as a small business enterprise by a county designated small business certification program; or (2) certified by the commissioner of

administration as a small business that is majority-owned and operated by a veteran or a service-disabled veteran. This subdivision applies only to county boards.

Subd. 21. Original jurisdiction; timing for filing. (a) Original jurisdiction is granted to the district court over any action seeking legal, equitable, or declaratory relief arising under or based upon the alleged violation of any law or ordinance governing public procurement requirements, public procurement procedures, or the award of any public contract.

(b) The grant of original jurisdiction under paragraph (a) applies regardless of whether a public entity involved or implicated in the action is alleged to have acted, or may be held to have acted, in a judicial or quasi-judicial capacity.

(c) The grant of original jurisdiction under paragraph (a) does not: (1) alter the standard of review to be applied by a district court; (2) alter the standard of review applied by an appellate court; (3) affect subdivision 14; (4) affect the available remedies, including, but not limited to, the availability or nonavailability of attorney fees awards and bid preparation costs; or (5) affect the procedural or administrative steps, if any, set out by statute, rule, or procurement procedure, that a party must comply with prior to initiating any such action.

(d) A procurement process participant must file an action prior to the date when the procurement contract at issue is fully executed unless:

(1) the party demonstrates that it acted diligently in seeking access to information the party reasonably deemed necessary to review prior to bringing an action; and

(2) the procurement process participant has not been afforded (i) reasonable access to information necessary to prepare the action for filing, or (ii) a reasonable opportunity to bring the action and seek appropriate relief from the court before the public procurement contract is fully executed. Reasonable access to necessary information and a reasonable opportunity to seek relief includes receipt of data described under section 13.591, subdivision 3 or 4, at least 15 days prior to full execution of the procurement contract.

(e) Paragraph (d) does not apply to matters alleging: (1) fraud or misrepresentation, or (2) acts following contract execution that would have been improper or illegal prior to contract execution.

History: 1969 c 934 s 1; 1973 c 123 art 5 s 7; 1973 c 226 s 1,2; 1974 c 510 s 1; 1977 c 182 s 1-3; 1980 c 462 s 4; 1983 c 42 s 1-3; 1983 c 301 s 211; 1984 c 413 s 1; 1985 c 172 s 129; 1Sp1985 c 13 s 347; 1986 c 350 s 1,2; 1986 c 444; 1988 c 409 s 1; 1988 c 689 art 2 s 268; 1989 c 9 s 3; 1989 c 352 s 19,25; 1990 c 391 art 8 s 51; 1990 c 541 s 26,29; 1990 c 549 s 1; 1992 c 380 s 4-6; 1998 c 386 art 2 s 93; 1998 c 397 art 11 s 3; 1999 c 13 s 1; 2000 c 328 s 2-4; 2002 c 358 s 1; 1Sp2003 c 10 s 1; 2004 c 278 s 10-14; 2005 c 63 s 1; 2006 c 274 s 2; 2007 c 136 art 3 s 4; 2007 c 148 art 3 s 31-33; 2008 c 207 s 4-8; 2008 c 356 s 11; 2009 c 101 art 2 s 92; 2014 c 196 art 3 s 4; 2015 c 22 s 1; 2018 c 107 s 1,2; 2018 c 124 s 1; 2018 c 146 s 1; 2019 c 21 s 2,3

MCGRANN SHEA CARNIVAL STRAUGHN & LAMB, CHARTERED

MEMORANDUM

To: Shakopee Public Utilities Commissioners

From: Kaela Brennan

Date: June 17, 2021

Re: Request to Remove Interview Videos from SPU Website

Background

As you know, SPU typically posts video recordings of its Commission meetings on the SPU website within a day or so after the meeting. SPU followed this process for the Commission special meetings that included interviews of General Manager candidates, May 19, 2021 and June 2, 2021. A request has been made to remove these two special meeting videos from the SPU website. I understand that these videos were posted until June 8, 2021, when President Mocol directed their removal, pending Commission discussion and deliberation.

Question Presented

Must the Commission post video recordings of its public meetings on its website?

Short Answer

No, the posting of meeting videos is not required by the Open Meeting Law. Members of the public may access recordings of public and open meetings under the Data Practices Act.

Recommendations

The Commission has the discretion to determine whether to post the video recordings of its meetings on the SPU website. It is not required. However, if a member of the public requests access to the recording of a public and open meeting, it is accessible under the Data Practices Act.