



Rochester Public Utilities

Board Meeting Packet

June 24, 2014

ROCHESTER PUBLIC UTILITIES BOARD

MEETING AGENDA –June 24, 2014

RPU SERVICE CENTER
4000 EAST RIVER ROAD NE
ROCHESTER, MN 55906

4:00 PM

1. Recognitions- Greg Heppner
Doug Rovang
2. Approval of Minutes of May 27 and June 3, 2014 Meetings
3. Approval of Accounts Payable

NEW BUSINESS

4. Open Comment Period
(This agenda section is for the purpose of allowing citizens to address the Utility Board. Comments are limited to 4 minutes, total comment period limited to 15 minutes. Any speakers not having the opportunity to be heard will be the first to present at the next Board meeting.)
5. Consideration of Bids/Proposals:
County Campus Water System Purchase
6. Amendment to Power Sales Contract
7. General Manager's Report
8. Management Reports
9. Other Business
10. Adjourn

***** Study Session immediately following the Board Meeting *****

The agenda and board packet for Utility Board meetings are available on-line at www.rpu.org and <http://rochestercitymn.igm2.com/Citizens/Default.aspx>

ROCHESTER PUBLIC UTILITIES
BOARD MEETING MINUTES
May 27 & June 3, 2014

Members Present: Mr. Williams, Mr. Stahl, Mr. Reichert, Mr. Wojcik and Mr. Browning
Absent: None
Also Present: Terry Adkins, City Attorney

Board President Williams called the meeting to order at 4:00 PM.

1. Steve Downer, Associate Executive Director of Minnesota Municipal Utilities Association (MMUA) presented the 2014 Tom Bovitz Memorial Scholarship Award to Andrea Walker for her exceptionally creative essay.

President Williams recognized Nick Davis for his years of service with Rochester Public Utilities.

2. Mr. Wojcik moved to approve the minutes of the April 29, 2014 meetings, seconded by Mr. Reichert.

All voting "AYE"

3. Mr. Stahl moved to approve the Accounts Payable, seconded by Mr. Wojcik.

All voting "AYE"

4. Mr. Williams opened the meeting for comments from the public.
No one from the public came forward to speak.

5a. Mr. Browning moved to rescind the approval of the contract with Hybrid Mechanical reading as follows, seconded by Mr. Wojcik.

All voting "AYE"

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to rescind the award approved at the April 29th meeting with Hybrid Mechanical in the amount of \$124,828.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 27th day of May, 2014.

5b Mr. Wojcik moved to approve a resolution to approve the contract with Bob Braaten Construction reading as follows, seconded by Mr. Reichert.

All voting "AYE"

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve an agreement with Bob Braaten Construction. and to request the Mayor and the City Clerk to execute the agreement for

Chester Substation Grading and Excavating

The amount of the contract agreement to be ONE HUNDRED FORTY FIVE THOUSAND, TWO HUNDRED THIRTY TWO AND 00/100 DOLLARS (\$145,232) and Bob Braaten Construction being lowest responsible bidder.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 27th day of May, 2014.

5c. Motion to table the Authorization of Board approval of the SAP Value Engineering Statement of Work so the Board can receive additional information to make their decision, until Tuesday June 3rd, seconded by Mr. Reichert.

All voting "AYE"

6. Mr. Wojcik moved to approve the following resolution for appointing Mark Kotschevar as the SMMPA representative, seconded by Mr. Reichert.

All voting "AYE"

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the appointment of Mark R. Kotschevar as the Member Representative to the Southern Minnesota Municipal Power Agency (SMMPA), replacing Larry J. Koshire effective May 27, 2014.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 27th day of May, 2014.

7. Jeremy Sutton, Manager of Portfolio Optimization, reported on the 2013 Energy Objectives.

No action was requested.

8. Mr. Wojcik moved to approve a resolution approving the Water Service Rules & regulations revisions, seconded by Mr. Stahl.

All voting "AYE"

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve certain revision to the Water Service Rules and Regulations to become effective June 1, 2014.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 27th day of May, 2014.

9. Randy Anderton, Manager of Engineering presented the Electric Engineering and Operations report for 2013.

Mr. Wojcik moved to accept the Electric Engineering and Operations report, seconded by Mr. Reichert.

All voting "AYE"

10. General Manager's Report:

11. Management Report's

12. Other Business

13. Mr. Wojcik moved to recess the meeting at 5:40 PM, until June 3rd at 4:00 PM in Rochester Public Utilities Boardroom, 4000 East River Rd NE, seconded by Mr. Reichert.

All voting "AYE"

President Williams called the recessed meeting of June 3rd to order at 4:02 PM on June 3, 2014.

Susan Parker, Director of Corporate Services presented updated information on the SAP Value Engineering Study.

Mr. Reichert moved to approve the resolution and SAP Value Engineering Implementation Statement reading as follows, seconded by Mr. Wojcik.

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve a Statement of Work with KPIT for:

SAP Value Engineering Implementation

The amount of the Sum of Work will be NINE HUNDRED FIFTY SIX THOUSAND TWO HUNDRED AND THIRTY FOUR DOLLARS (\$956,234).

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 3rd day of June, 2014.

Mr. Browning moved to adjourn the meeting at 4:32 PM seconded by Mr. Reichert.

Submitted by:

Secretary

Approved by the Board

Board President

Date

unapproved

ROCHESTER PUBLIC UTILITIES

A/P Board Listing By Dollar Range

For 05/15/2014 To 06/15/2014

Consolidated & Summarized Below 1,000

<u>Greater than 50,000 :</u>		
1		
2		
3	SOUTHERN MN MUNICIPAL POWER A	Monthly Billing 7,251,174.76
4	XCEL ENERGY CORP	CapX - LaCrosse Project CMA 956,042.36
5	MN DEPT OF REVENUE	April Sales and Use Tax 412,607.29
6	CONSTELLATION NEWENERGY-GAS D	SLP Pilot and Boiler Gas 255,706.12
7	STUART C IRBY CO INC	Wire, AL, 15kV, 1/0 Solid, 1/C, Jacketed 142,281.18
8	ALTEC INDUSTRIES INC	Aerial Device, Body, Install (V508) 133,484.74
9	DOYLE CONNER CO INC (P)	Concrete Repairs Section D 98,980.00
10	STUART C IRBY CO INC	Wire, AL, 15kV, 750 Str, 1/C, 220 Jacket 85,909.67
11	MN DEPT OF HEALTH	Community Water Supply Fee, 4/1/2014-6/3 59,187.00
12	CONSTELLATION NEWENERGY-GAS D	Gas at Cascade Creek 53,571.65
13		
14		Price Range Total: 9,448,944.77
15		
16	<u>5,000 to 50,000 :</u>	
17		
18	MCR PERFORMANCE SOLUTIONS INC	FERC Classification of Costs Review 42,887.16
19	BILLTRUST dba	Credit Card/Billing/Mailing/IVR Services 41,022.70
20	WESCO DISTRIBUTION INC	Trans, PM, 1ph, 37.5kVA,13.8/8,240/120 37,668.71
21	PEOPLES ENERGY COOPERATIVE (P	Compensable 33,610.73
22	IBM	CIP Conserve & Save Rebates 30,621.00
23	SPARTA CONSULTING INC	2014 SAP Application Support 29,120.00
24	BLUESPIRE STRATEGIC MARKETING	2014 RPU Plugged In Contract 27,678.78
25	BAKER TILLY VIRCHOW KRAUSE LL	2013 Audit Fees 27,500.00
26	WRIGHT TREE SERVICE INC	2014 Hourly Tree Contract 25,817.14
27	WESCO DISTRIBUTION INC	Trans, PM, 3ph, 1500kVA, 13.8/8, 480/277 25,525.60
28	OPOWER INC	2014 Home Energy Reports 24,000.00
29	DAKOTA SUPPLY GROUP	Meter, FM2S CL200 240V AMR 22,956.75
30	RYAN ELECTRIC OF ROCHESTER IN	Traffic Signal Meter Socket Install 21,000.00
31	MN DEPT OF COMMERCE	CIP - energy / grants /tech assistance 20,773.26
32	WESCO DISTRIBUTION INC	Luminaire, Residential, LED, PC, 120V 20,477.25
33	AXON SOLUTIONS INC	Monthly fee from Sept 2013 19,144.00
34	MAYO FOUNDATION	CIP Conserve & Save Rebates 18,522.00
35	MAYO FOUNDATION	*CIP - Custom 18,165.54
36	ENVENTIS TELECOM INC	SFP module, 10GBASE-ER 17,955.00
37	MASTEC INC	2-2" Conduits Installed 17,550.00
38	CHS ROCHESTER	Monthly Fuel 16,864.30
39	U S GEOLOGICAL SURVEY	USGS Groundwater Flow Model Development 15,500.00
40	LAQUINTA INN & SUITES	CIP Conserve & Save Rebates 14,628.90
41	POWER SYSTEMS ENGINEERING INC	Services related to Downtown LRP 13,096.12
42	MASTEC INC	2013 Directional Boring/Misc Excavation 13,087.50
43	LOURDES HIGH SCHOOL	CIP Conserve & Save Rebates 12,934.00
44	VISION COMPANIES LLC (P)	Org Strategy Facilitation 12,825.00
45	U S ALLIANCE GROUP	Credit Card Processing Fees, May 2014 12,782.98
46	SUNSTONE-RESIDENCE INN	CIP Conserve & Save Rebates 12,487.65
47	MINNESOTA ENERGY RESOURCES CO	SLP Pilot and Boiler Gas 12,293.78
48	UTILITY FINANCIAL SOLUTIONS L	Elec cost of service/rate design study 12,160.00
49	CITY OF ROCHESTER	2014 City Attorney Fee 12,000.00
50	VILLAGES OF ESSEX PARK	CIP Conserve & Save Rebates 11,639.52
51	WORKS COMPUTING INC	HP Server Memory 11,544.48

ROCHESTER PUBLIC UTILITIES

A/P Board Listing By Dollar Range

For 05/15/2014 To 06/15/2014

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52	ENVENTIS TELECOM INC	Cisco 5508 Wireless Controller	11,200.00
53	POWER SYSTEMS ENGINEERING INC	City and Downtown Load Forecast	10,928.32
54	PRAIRIE EQUIPMENT CO LLC	Vehicle Charging Kit, PP2000, Kussmaul	10,580.63
55	THE ENERGY AUTHORITY INC	TEA MISO Resource Fee	10,112.84
56	KEMA SERVICES INC	Prof Serv - SCADA Upgrade	10,000.00
57	I B M CORPORATION	2014 Cognos Planning E064QLL	9,923.08
58	INFRASTRUCTURE TECHNOLOGIES I	Vivax vLocPro2-5W kit	9,789.12
59	DOYLE CONNER CO INC (P)	Additional concrete work - repairs	9,650.00
60	DSW INC.	CIP Conserve & Save Rebates	9,488.00
61	RESCO	Conduit, HDPE, 2.00, Empty	9,137.81
62	SENECA FOODS CORP	CIP Conserve & Save Rebates	8,528.07
63	CENTURYLINK	2014 Monthly Telecommunications	7,939.48
64	JECH EXCAVATING INC	Watermain Improvements - 3.4MG Reservoir	7,923.90
65	PUGLEASA COMPANY INC	Install Dok Guards	7,638.52
66	ROCHESTER PEOPLES FOOD CO-OP	CIP Conserve & Save Rebates	7,586.85
67	USIC LOCATING SERVICES INC	Locating Services	7,522.00
68	BOWMANS SAFE & LOCK SHOP LTD	Padlock A, Sub, Brass 2" (250 Qty)	7,472.50
69	MASTEC INC	Directional Boring & Misc Excavation	6,837.50
70	MN DEPT OF REVENUE	April Sales and Use Tax	6,801.77
71	WELLS FARGO BANK ACCT ANALYSI	2014 Banking Services	6,655.46
72	MN DEPT OF COMMERCE	Energy fac permitting assessment	6,247.46
73	STUART C IRBY CO INC	Metal Sec. Encl, 3ph, 30" x 67" x 22"	6,166.68
74	ARNOLDS SUPPLY & KLEENIT CO (	2013-2014 Monthly Cleaning Services	5,887.74
75	CITY OF ROCHESTER	Berkley Admin, add'l admin fees, 11/11-1	5,728.00
76	VERIZON WIRELESS	2014 Cell & Ipad Monthly Service	5,556.11
77	SIEMENS INC- LOW AND MEDIUM V	Switch, Air, Unit Arm, 3ph, 600A, LB	5,553.23
78	SPARTA CONSULTING INC	2014 SAP Application Support Travel Exp	5,507.56
79	WESCO DISTRIBUTION INC	Junction, LB, 200A, 4 Pos, w/Strap	5,397.19
80	MASTEC INC	Installation of 216 strand fiber	5,021.50
81	PITNEY BOWES PURCHASE POWER	Postage meter fill 4/24	5,000.00

Price Range Total: 937,621.17

1,000 to 5,000 :

88	KENDELL DOORS & HARDWARE INC	Replacement doors for Well #25	4,908.00
89	DECOOK EXCAVATING INC	Lead Water Service Line Replace, 1126 7t	4,800.00
90	ROCHESTER TOWERS	CIP Conserve & Save Rebates	4,777.44
91	RAMY TURF PRODUCTS LLC	Enkamat 7020 landscape matting	4,760.00
92	JENNINGS, STROUSS & SALMON PL	Legal Fees	4,710.54
93	EATON CORP	TOC	4,568.91
94	SUPERIOR COMPANIES OF MINNESO	Exhaust duct modifications	4,478.06
95	FAIRWAY OUTDOOR FUNDING LLC	2014 Digital Billboard Contract	4,400.00
96	HAWK & SON'S INC	Westside Sub Switchgear Unload and Place	4,200.00
97	MED CITY COLLISION INC	Front end repair V504	3,967.80
98	ENVENTIS TELECOM INC	SmartNet Maintenance	3,957.69
99	MASTEC INC	Directional Boring - Alberta DR NE	3,907.50
100	MASTEC INC	Blow in Fiber in RPU conduit	3,825.00
101	ALVIN E BENIKE INC (P)	Contract Retention	3,806.15
102	AMAZON.COM	ASA5515 IPS edition security appliance	3,776.96

ROCHESTER PUBLIC UTILITIES

A/P Board Listing By Dollar Range

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103	WORKS COMPUTING INC	Disk Enclosure JW Support	3,716.13
104	CITY OF ROCHESTER	Workers Comp, w/c settlement	3,622.18
105	STUART C IRBY CO INC	Portable loadbreak tool, S&C	3,526.88
106	MN DEPT OF NATURAL RESOUCES	Northern Hills Signed DNR Utility Crossi	3,500.00
107	MAUELL CORPORATION	Consulting Service for Sys Ops Upgrade	3,490.00
108	D P C INDUSTRIES INC	2014 Hydrofluorosilicic Acid - Delivered	3,471.88
109	STUART C IRBY CO INC	Wire, AL, 600V, #2-#4 ACSR NEU Tri	3,392.66
110	WESCO DISTRIBUTION INC	Wire, Copper, #6 SD Solid, Bare	3,328.86
111	ALTEC INDUSTRIES INC	Prepaint Change Order	3,261.82
112	WESCO DISTRIBUTION INC	Luminaire, 250W HPS, PC, 120-480V	3,253.28
113	RESCO	Pedestal, Secondary, (Plastic) 10 x 11	3,182.10
114	SHORT ELLIOTT HENDRICKSON INC	AT&T Antenna Installation Site Review	3,173.07
115	BECKWITH ELECTRIC CO INC	Relay, Beckwith, M2001C-GTL Controller	3,105.79
116	WESCO DISTRIBUTION INC	Elbow, 15kV, 600A, NLB,750 AL Compr Str	3,090.00
117	MN CHILDRENS MUSEUM	CIP Conserve & Save Rebates	3,040.00
118	MASTEC INC	FDR 805 relocation / holiday station - e	3,033.62
119	ZIEGLER INC	IBM DG 6-mo maintenance	3,029.91
120	WESCO DISTRIBUTION INC	PT, Outdoor, 8400/120, 1 Bushing	2,988.23
121	ENVENTIS TELECOM INC	2014 Network Maintenance Services	2,970.00
122	YETTER DAREND	Lawn Mowing Services	2,949.00
123	NOVASPECT INC	Software Support for Data Aggregation	2,910.80
124	NALCO COMPANY	Nalco, 22300.15 Blr. Chemical Polymer	2,876.80
125	GOPHER STATE ONE CALL	Gopher State One Call	2,859.40
126	MINNESOTA ENERGY RESOURCES CO	Cascade Creek Gas	2,749.28
127	ITRON INC	Itron Maintenance, 1Sept2013 - 31Aug2014	2,770.07
128	CARBON DAY AUTOMOTIVE dba	Replacement head, CT2100-HD-GPRS1-CCR	2,673.00
129	MADSEN BRIAN	2013-2014 Printer Maintenance contract	2,663.32
130	BENCHMARK ELECTRONICS	CIP Conserve & Save Rebates	2,643.36
131	ADVANCED DISPOSAL SVC SOLID W	2014 Waste Removal Services - SLP	2,512.47
132	WORKS COMPUTING INC	HP Proliant HW Support	2,501.67
133	D P C INDUSTRIES INC	2014 Carus 8500 Aqua Mag Kjell F35	2,452.80
134	PAYMENT REMITTANCE CENTER	Magician Pulse Jet Deicer	2,436.00
135	BORDER STATES ELECTRIC SUPPLY	Elbow, 15kV, 200A, LB, 1/0 Sol,175-220Mil	2,405.00
136	VISION COMPANIES LLC (P)	2014 IT Controls Testing	2,400.00
137	MED CITY COLLISION INC	Repair Frt End damage	2,373.84
138	ARNOLDS SUPPLY & KLEENIT CO (	2013-2014 Alternates	2,345.91
139	SHADES OF GREEN	CIP Conserve & Save Rebates	2,308.26
140	WESCO DISTRIBUTION INC	Wejtap kit, Burndy	2,264.90
141	ENVENTIS TELECOM INC	Transeiver module SMF 1550nm, 1000Base	2,237.20
142	GRAYBAR ELECTRIC COMPANY INC	Luminaire, 175W MH, Euro Green	2,229.80
143	R D O - POWERPLAN OIB	Oil Lines	2,185.25
144	WESCO DISTRIBUTION INC	CT, Primary, 100/200/5	2,169.57
145	STUART C IRBY CO INC	Grd Sleeve, 1ph Trans., 37 x 43 x 15	2,132.16
146	BORDER STATES ELECTRIC SUPPLY	Conduit, PVC Sch 40, 4.00	2,084.89
147	WESCO DISTRIBUTION INC	MOV Elbow Surge Arrester 10kV	2,068.03
148	KIEHNE JIM	CIP Conserve & Save Rebates	2,020.00
149	PAYMENT REMITTANCE CENTER	Penco Vangrd Executive Locker, 24x24x72	2,014.75
150	STUART C IRBY CO INC	16kV phasing test kit, Chance	2,009.25
151	ENVIRONMENTAL INITIATIVE	Annual membership fee	2,000.00
152	DOYLE CONNER CO INC (P)	Repair floor/walk	1,960.00
153	MASTEC INC	Confort Inn - Commerce Dr NW	1,936.25

ROCHESTER PUBLIC UTILITIES

A/P Board Listing By Dollar Range

For 05/15/2014 To 06/15/2014

Consolidated & Summarized Below 1,000

154	MOHAMED, SUSAN	* Custome Refund - CCS 300000532287	1,905.42
155	RDO EQUIPMENT CO.	CIP Conserve & Save Rebates	1,890.00
156	ADVANCED DISPOSAL SVC SOLID W	2014 Waste Removal Services - SC	1,876.10
157	CUSTOM COMMUNICATIONS INC	Monitoring enviornmentals and radio for I	1,866.04
158	STUART C IRBY CO INC	E-MTNC-DIST-UNDERGROUND LINES	1,843.59
159	ALL SYSTEMS INSTALLATION INC	Fiber Optic Install Service Center	1,832.00
160	WESCO DISTRIBUTION INC	Arrester, 10kV, Dist, Parking Stand	1,814.74
161	BORDER STATES ELECTRIC SUPPLY	Meter Socket, 1ph, CT Rated	1,807.17
162	SOMA CONSTRUCTION INC	Crushed rock for water main break repair	1,775.73
163	PAYMENT REMITTANCE CENTER	Travel, Megger AVO Training, P Minogue,	1,765.00
164	DAKOTA SUPPLY GROUP	Meter, FM1S CL100 120V AMR	1,736.00
165	BORDER STATES ELECTRIC SUPPLY	Elbow, Fiberglass, 48.0 R, 5" ID Heavy	1,733.17
166	RESCO	Crossarm, Wood, 8' HD	1,710.00
167	BEST BUY BUSINESS ADVANTAGE d	Toshiba 50" LED TV (Qty 3)	1,705.29
168	APPLE MINNESOTA LLC	CIP Conserve & Save Rebates	1,705.00
169	AAA FENCE CO dba	Balance of Fence Repair	1,703.75
170	CRESCENT ELECTRIC SUPPLY CO	Conduit, PVC Sch 40, 2.00, 20' LENGTH	1,692.43
171	STUART C IRBY CO INC	Rubber line hose, 1.5"x 6'	1,675.27
172	MUELLER EQUIPMENT SERVICE	GT1 Diesel Repair	1,667.51
173	D P C INDUSTRIES INC	2014 Chlorine, 150 lb Cyl	1,644.00
174	RAMY TURF PRODUCTS LLC	Flexterra FGM flexible growth medium	1,640.00
175	TECH SAFETY LINES	Self Rescue Kit, w/ 65' Line	1,612.74
176	NETWORKFLEET INC	2014 Monthly Charge - GPS Fleet tracking	1,608.90
177	WESCO DISTRIBUTION INC	Term, Stress C. 15kV, 500-750 MCM, C.S	1,606.33
178	TMS JOHNSON INC	Control dampers - well 17	1,600.00
179	MASTEC INC	705 22 STNW & Commerce DR NW	1,582.50
180	HI LINE UTILITY SUPPLY CO (P)	Pull Tape, Printed, .750" x 3000'	1,553.04
181	BECKWITH ELECTRIC CO INC	Relay, Beckwith, M2001C-6TL Controller	1,552.89
182	WESCO DISTRIBUTION INC	Zforce Distribution Arrester 10kV	1,512.28
183	INNOVATIVE OFFICE SOLUTIONS L	Paper, Copier, 8-1/2 x 11 White 20# Bond	1,509.08
184	THOMPSON GARAGE DOOR CO INC	Replace 4 paris of phot eyes	1,506.00
185	STEVE BENNING ELECTRIC	Replace Ballast	1,491.44
186	AFFILIATED CREDIT SERVICES IN	2014 Third Party Collections	1,473.71
187	TSP INC	Disaster Site 2nd AC Unit Design	1,465.46
188	BAIER GERALD	2014 Garage Sweep Jan-December	1,389.38
189	STUART C IRBY CO INC	Pedestal Base, Secondary, FG, w/o Cover	1,351.97
190	ADVANTAGE DIST LLC (P)	Dexcool/ window wash / duragard oil	1,345.74
191	WESCO DISTRIBUTION INC	CT, Bar Type, 600/5 600V High Accuracy	1,344.00
192	MISSISSIPPI WELDERS SUPPLY CO	Calib. Gases & Associated Svcs-CCGT	1,342.00
193	GRAYBAR ELECTRIC COMPANY INC	Telecom Inverter 1KA 48VDC 2RU	1,333.78
194	BORDER STATES ELECTRIC SUPPLY	Anchor, 14.00" P.S., w/Rod & Twineye Nut	1,322.04
195	RESCO	Arrester, 10kV, Dist, Riser MOV	1,318.84
196	STUART C IRBY CO INC	Square arc blanket, Salisbury 36"	1,317.13
197	WESCO DISTRIBUTION INC	Elbow, 15kV, 600A, NLB, 4/0 AL Compr Str	1,314.00
198	ENVENTIS TELECOM INC	2014-2017 Monthly Data Services	1,307.76
199	WESCO DISTRIBUTION INC	Conn, Fire-On Stirrup, 336.4, ACSR	1,282.50
200	ALTEC INDUSTRIES INC	Extended Warranty for two years	1,282.50
201	ONLINE INFORMATION SERVICES I	2014 Utility Exchange Report	1,281.30
202	JOHN HENRY FOSTER MN INC	Oil, QuinSyn, 5 Gal. Container	1,248.30
203	ADVANTAGE DIST LLC (P)	Hydraulic Oil	1,231.73
204	ZEE MEDICAL SERVICE INC (P)	Safety Glasses, FR, Dark	1,226.39

ROCHESTER PUBLIC UTILITIES

A/P Board Listing By Dollar Range

For 05/15/2014 To 06/15/2014

Consolidated & Summarized Below 1,000

205	HOTSY CLEANING EQUIPMENT	Parts, labor, service call, rebuild pres	1,217.22
206	DELL MARKETING LP	Monitor, 27"	1,199.96
207	VIKING ELECTRIC SUPPLY INC	wire for CPT // BPS	1,182.89
208	BORDER STATES ELECTRIC SUPPLY	Conn, Fire-On, Lug, 2 Hole, 336 - 477	1,179.26
209	STUART C IRBY CO INC	Quick check load device, 2 probes	1,172.63
210	CRESCENT ELECTRIC SUPPLY CO	Tape, Plastic, .750" x 66', 3M Super +33	1,158.36
211	GALAXY COMPUTERS INC	2014 Server Maintenance	1,136.87
212	ENVENTIS TELECOM INC	Phone System Support 3 Yrs (Monthly Bill	1,135.00
213	MINNESOTA ENERGY RESOURCES CO	Monthly billing - SC	1,124.58
214	TRUCKIN' AMERICA	Tool boxes for Water Trucks	1,122.19
215	ALTEC INDUSTRIES INC	Hydraulic Impact Wrench	1,122.19
216	G A ERNST & ASSOCIATES INC	NEC Audits	1,114.50
217	SUPERIOR COMPANIES OF MINNESO	Replace Diffusers - Mille Lacs,A038,A052	1,110.00
218	STUART C IRBY CO INC	Metal Sec. Encl, 1ph, 30" x 30" x 18"	1,109.36
219	ELECTRICAL CONSULTANTS INC (P	Engineering Services	1,103.00
220	HI LINE UTILITY SUPPLY CO (P)	Tool Pouch, Black 5-Pocket Leather	1,101.60
221	CANNON ELECTRIC MOTOR dba	Repair Bearings	1,094.22
222	BORDER STATES ELECTRIC SUPPLY	Conn, Fire-On, 477 - 4/0, 336 - 336 ACSR	1,081.04
223	CDW GOVERNMENT INC	Griffen survivor case for Ipad air	1,079.35
224	CITY OF ROCHESTER	Workers Comp	1,074.52
225	EXPRESS SERVICES INC	2014 Diane Bengtson - Prof Services	1,072.89
226	HAWKEYE SERVICES	Weed spraying at wellhouses/subs/SLP	1,066.00
227	STEVE BENNING ELECTRIC	Electrical installation on Dok Guardians	1,055.00
228	BORDER STATES ELECTRIC SUPPLY	Deadend Recept, 15kV, 200A, LB	1,052.51
229	NARDINI FIRE EQUIPMENT CO INC	6-mo fire system checks GT2	1,050.00
230	STUART C IRBY CO INC	Wire, Copper, #2 Str, Bare	1,047.38
231	BUCKINGHAM MFG	Harness, XL, FR	1,044.92
232	ROCHESTER ARMORED CAR CO INC	2014/15 Pick Up Services May-April	1,041.89
233	RYAN ELECTRIC OF ROCHESTER IN	Contract Retention	1,036.65
234	WORKS COMPUTING INC	HP ProLiant Server Software	1,029.69
235	EXPRESS SERVICES INC	2014 Fred Rahn - Field Svcs	1,000.02
236			
237		Price Range Total:	316,581.12
238			
239	<u>0 to 1,000 :</u>		
240			
241	REBATES	Summarized transactions: 120	28,039.05
242	EXPRESS SERVICES INC	Summarized transactions: 41	24,854.03
243	BORDER STATES ELECTRIC SUPPLY	Summarized transactions: 58	13,438.38
244	PAYMENT REMITTANCE CENTER	Summarized transactions: 102	11,202.52
245	Customer Refunds (CIS)	Summarized transactions: 76	8,550.55
246	WESCO DISTRIBUTION INC	Summarized transactions: 53	7,935.05
247	STUART C IRBY CO INC	Summarized transactions: 47	7,227.32
248	G & K SERVICES	Summarized transactions: 72	4,564.95
249	TWIN CITY SECURITY INC	Summarized transactions: 5	4,206.53
250	VIKING ELECTRIC SUPPLY INC	Summarized transactions: 26	4,098.08
251	CDW GOVERNMENT INC	Summarized transactions: 12	3,813.66
252	CITY OF ROCHESTER	Summarized transactions: 8	3,736.74
253	CRESCENT ELECTRIC SUPPLY CO	Summarized transactions: 46	3,645.87
254	CONNEY SAFETY PRODUCTS LLC	Summarized transactions: 11	3,139.20
255	RESCO	Summarized transactions: 9	3,087.97

ROCHESTER PUBLIC UTILITIES

A/P Board Listing By Dollar Range

For 05/15/2014 To 06/15/2014

Consolidated & Summarized Below 1,000

256	NAPA AUTO PARTS (P)	Summarized transactions: 86	3,086.62
257	FORBROOK LANDSCAPING SERVICES	Summarized transactions: 4	2,935.76
258	INNOVATIVE OFFICE SOLUTIONS L	Summarized transactions: 48	2,646.94
259	MCMASTER CARR SUPPLY COMPANY	Summarized transactions: 34	2,426.26
260	ALDEN POOL & MUNICIPAL SUPPLY	Summarized transactions: 8	2,324.32
261	MN PIPE & EQUIPMENT	Summarized transactions: 12	2,178.45
262	GRAYBAR ELECTRIC COMPANY INC	Summarized transactions: 7	2,049.89
263	MASTEC INC	Summarized transactions: 8	1,986.70
264	ROCH LANDSCAPING SERVICES INC	Summarized transactions: 4	1,898.57
265	FCX PERFORMANCE INC	Summarized transactions: 6	1,639.84
266	ROCH FORD TOYOTA	Summarized transactions: 3	1,613.16
267	STEVE BENNING ELECTRIC	Summarized transactions: 2	1,435.00
268	WIDSETH SMITH NOTLING & ASSOC	Summarized transactions: 2	1,414.00
269	LAWSON PRODUCTS INC (P)	Summarized transactions: 52	1,380.95
270	HI LINE UTILITY SUPPLY CO (P)	Summarized transactions: 25	1,336.40
271	METRO SALES INC	Summarized transactions: 6	1,328.51
272	VERIFIED CREDENTIALS INC	Summarized transactions: 2	1,270.50
273	ZEE MEDICAL SERVICE INC (P)	Summarized transactions: 11	1,262.11
274	GRAINGER INC	Summarized transactions: 22	1,258.35
275	G & K SERVICES	Summarized transactions: 4	1,237.79
276	WRIGHTS SMALL ENGINE SERVICE	Summarized transactions: 2	1,173.34
277	RAMY TURF PRODUCTS LLC	Summarized transactions: 5	1,166.75
278	PAYMENT REMITTANCE CENTER	Summarized transactions: 14	1,145.50
279	REINDERS INC	Summarized transactions: 5	1,078.42
280	ARNOLDS SUPPLY & KLEENIT CO (	Summarized transactions: 12	1,077.59
281	WHITewater WIRELESS INC	Summarized transactions: 6	1,067.96
282	SCHMIDT GOODMAN OFFICE PRODUC	Summarized transactions: 10	1,049.57
283	G A ERNST & ASSOCIATES INC	Summarized transactions: 2	1,021.00
284	WORKS COMPUTING INC	Summarized transactions: 3	997.25
285	YETTER DAREND	Summarized transactions: 1	974.70
286	EVENTIS TELECOM INC	Summarized transactions: 4	961.21
287	N A F A INC	Summarized transactions: 2	958.00
288	MISSISSIPPI WELDERS SUPPLY CO	Summarized transactions: 15	956.82
289	ALL SYSTEMS INSTALLATION INC	Summarized transactions: 2	954.68
290	NALCO COMPANY	Summarized transactions: 1	931.00
291	OLM COUNTY ENV RESOURCE SERVI	Summarized transactions: 1	917.65
292	UNITED RENTALS INC	Summarized transactions: 5	891.50
293	ON SITE SANITATION INC	Summarized transactions: 9	890.89
294	CHS ROCHESTER	Summarized transactions: 5	890.52
295	TRENDEX INC	Summarized transactions: 3	885.53
296	CHARTER COMMUNICATIONS HOLDIN	Summarized transactions: 1	881.76
297	BEST BUY BUSINESS ADVANTAGE d	Summarized transactions: 5	881.29
298	MN DEPT OF REVENUE	Summarized transactions: 1	880.85
299	HACH COMPANY	Summarized transactions: 11	879.51
300	USA BLUE BOOK	Summarized transactions: 3	847.85
301	CLAREY'S SAFETY EQUIPMENT dba	Summarized transactions: 6	840.37
302	SHERWIN WILLIAMS CO	Summarized transactions: 6	837.18
303	ARNOLDS SUPPLY & KLEENIT CO (	Summarized transactions: 1	834.00
304	MINOGUE PETER	Summarized transactions: 6	832.36
305	MCLEAN ENGINEERING COMPANY IN	Summarized transactions: 1	820.75
306	OPEN ACCESS TECHNOLOGY	Summarized transactions: 1	788.06

ROCHESTER PUBLIC UTILITIES

A/P Board Listing By Dollar Range

For 05/15/2014 To 06/15/2014

Consolidated & Summarized Below 1,000

307	CONSTELLATION NEWENERGY-GAS D	Summarized transactions: 1	786.74
308	VIKING ELECTRIC SUPPLY INC	Summarized transactions: 5	782.46
309	JIM WHITING NURSERY/GARDEN CT	Summarized transactions: 3	781.80
310	NOVASPECT INC	Summarized transactions: 2	777.72
311	NORTH AMERICAN ENERGY MARKETS	Summarized transactions: 1	750.00
312	ROCH SAND & GRAVEL INC	Summarized transactions: 1	739.53
313	T K D A	Summarized transactions: 1	737.50
314	MENARDS ROCHESTER NORTH	Summarized transactions: 10	736.95
315	MN DEPT OF REVENUE	Summarized transactions: 3	735.44
316	GOPHER STATE ONE CALL	Summarized transactions: 1	728.68
317	GOPHER STATE ONE CALL	Summarized transactions: 1	728.67
318	PARTSMASTER dba	Summarized transactions: 6	694.47
319	POWERMATION DIVISON	Summarized transactions: 10	686.08
320	POMPS TIRE SERVICE INC	Summarized transactions: 5	672.69
321	HEROLD FLAGS	Summarized transactions: 1	661.00
322	SUPERIOR COMPANIES OF MINNESO	Summarized transactions: 2	658.00
323	AUTHORIZE.NET	Summarized transactions: 1	633.70
324	ROCH PLUMBING & HEATING CO IN	Summarized transactions: 3	620.03
325	CROWN LIFT TRUCKS	Summarized transactions: 3	610.41
326	ULTEIG ENGINEERS INC	Summarized transactions: 1	604.50
327	MINNESOTA ENERGY RESOURCES CO	Summarized transactions: 3	601.99
328	DAKOTA SUPPLY GROUP	Summarized transactions: 6	601.21
329	VIVID LEARNING SYSTEMS INC	Summarized transactions: 1	600.00
330	STATE CHEMICAL SOLUTIONS	Summarized transactions: 2	546.05
331	CENTURYLINK	Summarized transactions: 5	544.53
332	INDOVANCE INC	Summarized transactions: 1	540.00
333	FLUIITEK CORP	Summarized transactions: 3	536.19
334	FIRST CLASS PLUMBING & HEATIN	Summarized transactions: 2	533.12
335	BECKWITH ELECTRIC CO INC	Summarized transactions: 2	532.24
336	REBATES	Summarized transactions: 12	525.00
337	FREDRICKSON & BYRON PA	Summarized transactions: 1	512.41
338	KOTSCHVAR MARK	Summarized transactions: 5	511.17
339	MENARDS ROCHESTER NORTH	Summarized transactions: 5	507.69
340	CP SOLUTIONS INC	Summarized transactions: 1	500.00
341	THOMAS TOOL & SUPPLY INC	Summarized transactions: 2	495.08
342	CASTILLO ROB	Summarized transactions: 3	490.58
343	JOHNSON PRINTING CO INC	Summarized transactions: 1	480.00
344	CORPORATE WEB SERVICES INC	Summarized transactions: 2	475.00
345	INSTITUTE FOR ENVIRONMENTAL	Summarized transactions: 4	469.00
346	TIMMERMAN LEE M	Summarized transactions: 2	460.58
347	CLEMENTS GM PARTS	Summarized transactions: 11	457.96
348	FASTENAL COMPANY	Summarized transactions: 15	457.40
349	SNAP ON INDUSTRIAL	Summarized transactions: 5	451.82
350	SHI INTERNATIONAL CORP	Summarized transactions: 1	448.88
351	BADGER METER INC (P)	Summarized transactions: 2	438.71
352	BOB GANDER PLUMBING & HEATING	Summarized transactions: 2	423.17
353	CITRIX ONLINE LLC	Summarized transactions: 2	416.82
354	KELLER TOM A JR	Summarized transactions: 3	409.02
355	LARSON MARK	Summarized transactions: 3	409.02
356	NORTHERN / BLUETARP FINANCIAL	Summarized transactions: 4	395.35
357	ANIXTER INC	Summarized transactions: 2	391.52

ROCHESTER PUBLIC UTILITIES

A/P Board Listing By Dollar Range

For 05/15/2014 To 06/15/2014

Consolidated & Summarized Below 1,000

358	LEAGUE OF MN CITIES INS TRUST	Summarized transactions: 5	385.98
359	PUBLIC RISK MANAGEMENT ASSOCI	Summarized transactions: 1	385.00
360	FIRST STUDENT INC	Summarized transactions: 1	377.98
361	THOMAS TOOL & SUPPLY INC	Summarized transactions: 3	372.09
362	MODEM EXPRESS INC	Summarized transactions: 2	370.00
363	BUCKINGHAM MFG	Summarized transactions: 4	366.75
364	PEOPLES ENERGY COOPERATIVE	Summarized transactions: 2	365.22
365	WOODRUFF COMPANY	Summarized transactions: 10	363.23
366	HAWK & SON'S INC	Summarized transactions: 1	360.00
367	FEDEX	Summarized transactions: 21	359.06
368	ZIEGLER INC	Summarized transactions: 4	349.05
369	PIONEER RIM & WHEEL	Summarized transactions: 4	346.44
370	BENNETT PETER	Summarized transactions: 3	345.72
371	MISSISSIPPI WELDERS SUPPLY CO	Summarized transactions: 2	328.54
372	CENTURYLINK	Summarized transactions: 1	325.95
373	POWER PROCESS EQUIPMENT INC (	Summarized transactions: 2	323.87
374	AUTOMATIONDIRECT.COM	Summarized transactions: 2	323.83
375	AFFILIATED GROUP INC	Summarized transactions: 1	318.60
376	DAKOTA RIGGERS	Summarized transactions: 3	318.24
377	RIESS CHAD	Summarized transactions: 2	315.72
378	PAPER & GRAPHICS INC	Summarized transactions: 3	314.85
379	MCMASTER CARR SUPPLY COMPANY	Summarized transactions: 2	313.07
380	JOHN HENRY FOSTER MN INC	Summarized transactions: 3	309.68
381	NICKELS SCOTT	Summarized transactions: 2	309.23
382	PEOPLES ENERGY COOPERATIVE	Summarized transactions: 1	294.50
383	NEWARK	Summarized transactions: 4	294.00
384	ARROW ACE HARDWARE-ST PETER	Summarized transactions: 7	283.60
385	TOTAL RESTAURANT SUPPLY	Summarized transactions: 2	283.59
386	DAVIES PRINTING COMPANY INC	Summarized transactions: 2	281.08
387	KRUSE LUMBER	Summarized transactions: 2	279.44
388	MERIT CONTRACTING INC (P)	Summarized transactions: 1	271.82
389	TESCO AN ADVENT COMPANY dba	Summarized transactions: 2	271.79
390	GRAYBAR ELECTRIC COMPANY INC	Summarized transactions: 4	268.50
391	PRAIRIE EQUIPMENT CO LLC	Summarized transactions: 2	260.34
392	FLEETPRIDE INC	Summarized transactions: 2	259.89
393	FRONTIER	Summarized transactions: 1	258.72
394	JOHNSON PRINTING CO INC	Summarized transactions: 6	258.64
395	HAWKINS INC	Summarized transactions: 5	252.70
396	HAWKEYE SERVICES	Summarized transactions: 2	242.61
397	HALO BRANDED SOLUTIONS	Summarized transactions: 4	237.86
398	AFFILIATED CREDIT SERVICES IN	Summarized transactions: 1	234.04
399	T E C INDUSTRIAL INC	Summarized transactions: 1	232.40
400	CARBON DAY AUTOMOTIVE dba	Summarized transactions: 2	231.86
401	GEMINI DIGITAL PRODUCTS (P)	Summarized transactions: 3	226.58
402	HIAWATHA VALLEY FARM STORE IN	Summarized transactions: 2	214.54
403	OLM COUNTY	Summarized transactions: 1	214.00
404	RONCO ENGINEERING SALES INC	Summarized transactions: 2	211.66
405	DAKOTA SUPPLY GROUP	Summarized transactions: 4	206.46
406	VANCO SERVICES LLC	Summarized transactions: 1	203.30
407	ASHRAE	Summarized transactions: 2	200.00
408	MN PIPE & EQUIPMENT	Summarized transactions: 2	197.89

ROCHESTER PUBLIC UTILITIES

A/P Board Listing By Dollar Range

For 05/15/2014 To 06/15/2014

Consolidated & Summarized Below 1,000

409	BOWMANS SAFE & LOCK SHOP LTD	Summarized transactions: 3	197.72
410	SWAGELOK MN INC (P)	Summarized transactions: 1	190.88
411	RONCO ENGINEERING SALES INC	Summarized transactions: 3	185.64
412	ADVANTAGE DIST LLC (P)	Summarized transactions: 2	183.12
413	BATTERIES PLUS	Summarized transactions: 7	173.58
414	NORTHERN / BLUETARP FINANCIAL	Summarized transactions: 2	170.92
415	ALTEC INDUSTRIES INC	Summarized transactions: 3	164.49
416	CHS - KASSON FEED	Summarized transactions: 1	159.03
417	MSC INDUSTRIAL SUPPLY CO INC	Summarized transactions: 5	156.88
418	NU-TELECOM dba	Summarized transactions: 1	152.02
419	ARROW ACE HARDWARE-ST PETER	Summarized transactions: 2	150.43
420	OLM COUNTY PROPERTY RECORDS	Summarized transactions: 3	150.00
421	CENTER FOR ENERGY AND ENVIRON	Summarized transactions: 2	143.50
422	DUECO INC	Summarized transactions: 3	142.72
423	AMER PUBLIC POWER ASSN	Summarized transactions: 2	135.15
424	STILLER NEIL	Summarized transactions: 1	134.50
425	R D O - POWERPLAN OIB	Summarized transactions: 1	134.34
426	AIR VAC SYSTEMS	Summarized transactions: 2	134.32
427	GOODIN COMPANY	Summarized transactions: 3	133.28
428	ALTERNATIVE TECHNOLOGIES INC	Summarized transactions: 1	130.00
429	FASTENAL COMPANY	Summarized transactions: 3	125.07
430	CLAREY'S SAFETY EQUIPMENT dba	Summarized transactions: 1	125.00
431	HY VEE	Summarized transactions: 3	124.57
432	INFRASTRUCTURE TECHNOLOGIES I	Summarized transactions: 1	113.10
433	ROCH RESTAURANT SUPPLY	Summarized transactions: 1	112.01
434	ANDERTON RANDY	Summarized transactions: 2	112.00
435	DADE MOELLER & ASSOCIATES INC	Summarized transactions: 1	111.00
436	INCOM DIRECT	Summarized transactions: 1	106.94
437	NORTH AMERICAN ELECTRIC RELIA	Summarized transactions: 1	106.14
438	OLM COUNTY AUDITOR/TREASURER	Summarized transactions: 1	105.30
439	WATTHOUR ENGINEERING CO INC	Summarized transactions: 2	104.48
440	ALLIED ELECTRONICS INC	Summarized transactions: 3	102.14
441	OLM COUNTY HIGHWAY	Summarized transactions: 1	100.00
442	DEX MEDIA	Summarized transactions: 1	99.00
443	HUSKIE TOOLS INC	Summarized transactions: 2	98.81
444	AMAZON.COM	Summarized transactions: 1	96.04
445	WERNER ELECTRIC SUPPLY	Summarized transactions: 2	95.19
446	TECH SAFETY LINES	Summarized transactions: 3	93.32
447	CANADIAN HONKER RESTAURANT &	Summarized transactions: 2	90.84
448	MENARDS ROCHESTER SOUTH	Summarized transactions: 1	87.00
449	CENTRAL STATES GROUP	Summarized transactions: 3	86.00
450	SLEEPY EYE TELEPHONE CO	Summarized transactions: 1	84.76
451	SCHLINK WALTER	Summarized transactions: 2	83.00
452	DELL MARKETING LP	Summarized transactions: 1	82.50
453	MENARDS ROCHESTER SOUTH	Summarized transactions: 5	75.05
454	UTILIMASTER CORPORATION	Summarized transactions: 3	69.64
455	POST BULLETIN CO	Summarized transactions: 1	69.12
456	SETON IDENTIFICATION PRODUCTS	Summarized transactions: 3	68.24
457	MN CHAPTER OF NIGP	Summarized transactions: 1	65.00
458	SUTTON JEREMY	Summarized transactions: 2	54.00
459	DAVE SYVERSON TRUCK CENTER IN	Summarized transactions: 1	49.85

ROCHESTER PUBLIC UTILITIES

A/P Board Listing By Dollar Range

For 05/15/2014 To 06/15/2014

Consolidated & Summarized Below 1,000

460	GREAT RIVER ENERGY	Summarized transactions: 1	42.37
461	WOODRUFF COMPANY	Summarized transactions: 4	38.86
462	POWER DYNAMICS INC	Summarized transactions: 3	35.53
463	LANGUAGE LINE SERVICES INC	Summarized transactions: 1	33.91
464	OSWEILER TODD	Summarized transactions: 2	32.48
465	CROM CINDY	Summarized transactions: 1	31.36
466	RADIO SHACK	Summarized transactions: 2	30.06
467	DOUBLETREE HOTEL - BGDS HOTEL	Summarized transactions: 1	30.00
468	HATHAWAY TREE SERVICE INC	Summarized transactions: 1	30.00
469	DALCO CORPORATION	Summarized transactions: 2	29.78
470	OLM COUNTY CENTRAL FINANCE	Summarized transactions: 1	28.80
471	FEDEX	Summarized transactions: 3	28.01
472	AUTOMATED ENERGY INC	Summarized transactions: 1	28.00
473	ABILITY BUILDING CENTER INC	Summarized transactions: 2	27.79
474	NORTH STAR STONE AND MASONRY	Summarized transactions: 1	26.40
475	GARCIA GRAPHICS INC	Summarized transactions: 1	25.00
476	ALS LABORATORY GROUP TRIBOLOG	Summarized transactions: 1	23.65
477	MINNESOTA ENERGY RESOURCES CO	Summarized transactions: 1	23.64
478	ROCH AREA BUILDERS INC	Summarized transactions: 1	15.50
479	DZUBAY TONY	Summarized transactions: 1	14.40
480	IDEXX DISTRIBUTION CORP	Summarized transactions: 2	13.87
481	CAR WASH PARTNERS INC	Summarized transactions: 1	12.99
482	CARQUEST AUTO PARTS	Summarized transactions: 2	10.73
483	ROCH HUMAN RESOURCES ASSOCIAT	Summarized transactions: 1	10.00
484	MONSON STEVE	Summarized transactions: 1	8.00
485	PAULS LOCK & KEY SHOP INC	Summarized transactions: 1	7.05
486	T E C INDUSTRIAL INC	Summarized transactions: 1	6.33
487	TSP INC	Summarized transactions: 1	1.60
488			
489		Price Range Total:	248,435.41
490			
491		Grand Total:	10,951,582.47

FOR BOARD ACTION

Agenda Item # 5

Meeting Date: June 24, 2014

SUBJECT: Purchase of Olmsted County Campus Water System

PREPARED BY: Doug Rovang, Senior Civil Engineer

ITEM DESCRIPTION:

RPU and Olmsted County Environmental Services staff have agreed to terms under which the City would acquire the water system on the Olmsted County Campus. This water system serves the former Rochester State Hospital site which includes a number of County government buildings, the Olmsted Waste-To-Energy facility, and the Federal Medical Center (FMC, hereafter). The proposed Purchase Agreement and a separate Letter of Understanding are attached for Utility Board review. (Exhibit A of the Letter of Understanding shows the area served by the Campus water system.) The Agreement specifies a total purchase price of one dollar (\$1) and other considerations. The anticipated closing date is somewhat flexible because it requires the formal contractual transition of responsibility for supplying the FMC with cold, unsoftened water from Olmsted County to the City of Rochester. (Related discussions have been initiated with representatives of the Federal Bureau of Prisons, and their response to the proposed transition has been very positive.)

The Olmsted County Board formally approved the water system sale at its June 10, 2014 meeting.

The Campus water system has been connected to the municipal water system since 1949, and water from the City system has been supplied to the Campus and the FMC (and previously, the old Rochester State Hospital) when their wells or water tower have been out of service. (RPU is currently supplying the Campus water system because one of the system wells is down for maintenance.) No additional Campus water system infrastructure additions are anticipated, other than the separate metering of the various County buildings and the FMC.

The City Attorney's office has reviewed the purchase documents.

FOR CAPITAL PURCHASES/BIDS/MAJOR PROJECTS:

The proposed purchase price is one dollar (\$1).

UTILITY BOARD ACTION REQUIRED:

Staff recommends the Utility Board approve the Purchase Agreement for the Olmsted County Campus water system and the separate Letter of Understanding dated May 29, 2014, and request the Mayor and City Clerk to execute the Purchase Agreement with Olmsted County for the purchase of the Olmsted County Campus water system.



General Manager

6-19-14

Date



May 29, 2014

Board of Commissioners Olmsted County
151 SE 4th St
Rochester, MN 55904-3710

RE: Letter of Understanding
Olmsted County and the City of Rochester acting through its Public Utility Board (RPU)
(Conditions for Sale of the Olmsted County Campus Water System to the City of Rochester)

TO WHOM IT MAY CONCERN:

Representatives of Olmsted County Environmental Resources, operator of the Olmsted County Campus Water System, and Rochester Public Utilities have conducted discussions related to possible sale of the Olmsted County Campus Water system to the City of Rochester. Pursuant to those discussions, Olmsted County (hereafter "County"), owner of the County Campus Water System, and the City of Rochester, acting by and through its Public Utility Board (hereafter, collectively "City"), proposed owner, operator and maintainer of the Water System, attest that the following paragraphs express County and City joint understanding of the conditions of sale described below.

County Will:

- 1) Sell to City (as is, where is) the existing 200,000 gallon water tower, any and all watermains, valves, fire hydrants, and other property owned by County and presently used in the distribution of cold, unsoftened, potable water located within the County Campus area shown in Exhibit A for one dollar (\$1) and other valuable considerations. (County would retain ownership and responsibility for any maintenance and necessary replacement/abandonment of individual building water service lines extending from the water distribution mains.)
- 2) Retain the right to collect all past due payments for water delivered prior to date of transfer of Campus Water System to City.
- 3) Grant City appropriate utility easements for access to Campus Water System infrastructure as shown in Exhibit A. If requested by City, County will grant City an easement which protects the existing Well No. 2 site from any uses or encroachments which would violate the Minnesota Department of Health Well Code, such easement to be prepared at City cost.
- 4) Properly seal and abandon Well No. 1 (West Well) and remove wellhouse located within the Federal Medical Center site.
- 5) Lease existing Well No. 2 (East Well), wellhouse and appurtenant equipment to City at no cost for as long as City chooses to use the Well. Terminate the Minnesota DNR water appropriation permit for the well, and allow City to redevelop Well No. 2 at City cost. County will be responsible for Well No. 2 grounds related maintenance. (At such time as City no longer has use for the Well, City will seal the Well and remove the wellhouse and footings to one foot below ground level.)
- 6) Coordinate necessary piping changes to permit a single metering point for cold, unsoftened water supply to the Olmsted Waste-To-Energy Facility and a single metering point for cold, unsoftened water supply to the Federal Medical Center.
- 7) Purchase all water used at the County Campus site from the City water system. Transfer any contracts held by County to serve customers of the County Campus Water System for the sale of cold, unsoftened water. Allow City to supply all cold, unsoftened water used at the Federal Medical Center facility and any future facility served by the Campus Water System.
- 8) Amend existing Olmsted County and GSA agreement to remove the supplying of cold, unsoftened water and related services to the Rochester Federal Medical Center contingent on City entering into appropriate agreement(s) and utility easement(s) with the federal government for providing such.



May 29, 2014

Board of Commissioners Olmsted County
Letter of Understanding (Cntd) – Page 2
Olmsted County and the City of Rochester acting through its Public Utility Board (RPU)
(Conditions for Sale of the Olmsted County Campus Water System to the City of Rochester)

City will:

- 1) Enter into appropriate agreement(s) and utility easement(s) with the federal government for supplying all cold, unsoftened water needs to the Rochester Federal Medical Center.
- 2) Upon completion of 1) above, supply all cold, unsoftened water needs of County Campus Water System customers, to include the Federal Medical Center facility, the Olmsted Waste-To-Energy Facility (OWEF), and any future facilities on or adjacent to the County Campus.
- 3) Bill County Campus Water System customers monthly at Rochester Public Utilities (RPU) Rate Schedule WTR. Each metered service will be considered a separate billing account. In addition, Campus Water System customers will be billed monthly for the standard Fire Hydrant Facilities Charge in accordance with RPU Rate Schedule FHFC, and for the State-mandated Water Testing Fee currently at \$0.53 per month. (A copy of the current Rate Schedules WTR and FHFC are attached as Exhibits B and C.) These rate Schedules and State-mandated fees may be revised from time to time in accordance with established RPU ratemaking procedures and State legislation.
- 4) Lease existing Well No.2 (East Well), wellhouse and appurtenant equipment from County at no cost for as long as City chooses to use the Well. City will be responsible for Well No. 2 building and equipment maintenance costs, and utility costs. (At such time as City no longer has use for the Well, City will seal the Well and remove the wellhouse and footings to one foot below ground level.)
- 5) Operate and maintain at no cost to County all cold, unsoftened water supply and distribution system infrastructure (Well No. 2, water distribution mains, valves and fire hydrants) within the County Campus site shown in Exhibit A. (County would retain ownership and responsibility for any maintenance and necessary replacement of individual building water service lines extending from the water distribution mains.)
- 6) Replace existing Campus water meters, and install additional needed water meters and metering structures at City cost.
- 7) Arrange and pay for demolition of the existing County Campus water tower after the County has had all cell phone communications equipment on and around the Campus water tower relocated elsewhere on the Campus site.
- 8) Process water system property transfer and easement related documents at no cost to County.

This letter of understanding is subject to and contingent upon the successful execution, implementation and completion of the purchase agreement between Olmsted County and the City of Rochester. This letter of understanding incorporates herein all terms and conditions of the purchase agreement not otherwise completed upon closing. If you concur, please return two copies of this letter signed by appropriate Olmsted County officials, and we will take this matter to the Rochester Public Utilities Board for their consideration.

Very truly yours,

Mark R. Kotschevar, RPU General Manager

Matt Flynn, Olmsted County Board Chairperson (Date)

Richard Devlin, Olmsted County Clerk-Administrator (Date)

EXHIBIT A

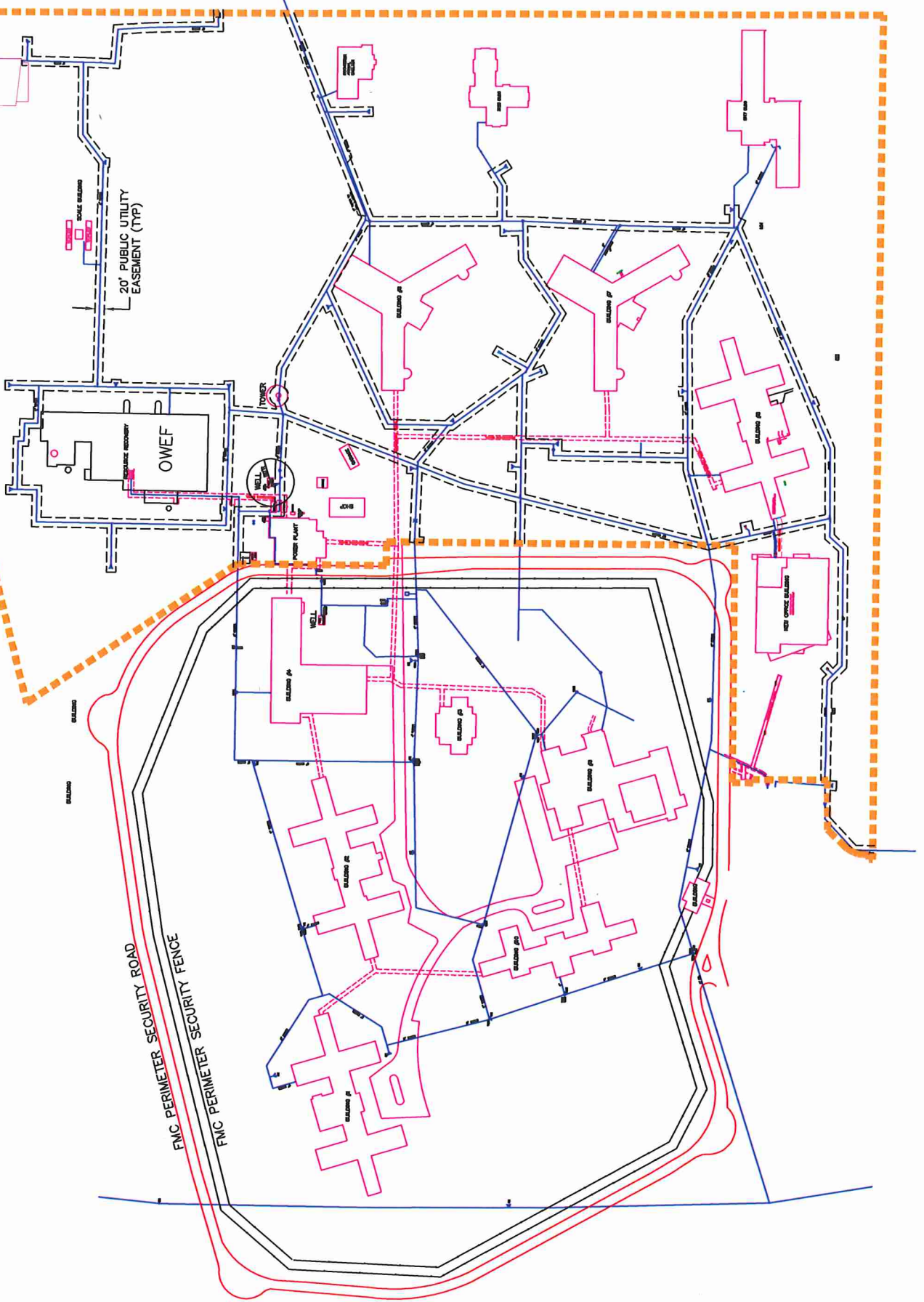
OLMSTED COUNTY CAMPUS WATER MAIN & PROPOSED WATER MAIN EASEMENTS

RPU-WATER 1/29/14-DWR



SCALE 1" = 100'

-100 0 100 200



ROCHESTER PUBLIC UTILITIES
WTR-C
(RPU)

RATE SCHEDULE

SHEET 1 OF 1

WATER SERVICE

AVAILABILITY:

At all locations within the Rochester City limits and at locations external to the City limits, that have been authorized by the Rochester Common Council.

MONTHLY RATE:

<u>Customer Charge:</u>	<u>Size of Meter</u>	<u>Rate</u>
	5/8"	\$ 5.34
	3/4"	\$ 7.59
	1"	\$ 12.20
	1-1/2"	\$ 23.56
	2"	\$ 37.18
	3"	\$ 69.17
	4"	\$ 114.76
	6"	\$ 228.74
	8"	\$ 409.08

<u>Commodity Charge:</u>	<u>Rate/CCF</u>
--------------------------	-----------------

Residential	0 - 7 CCF	70.2¢
	7.01 - 12 CCF	77.2¢
	12.01 and over CCF	88.8¢

Commercial:	70.2¢
Industrial:	70.2¢
Interdepartmental:	70.2¢
Irrigation Meter (All Classes):	88.8¢

NOTE: Customers whose service is taken outside the Rochester city limits with individual water systems not connected to the City water system shall have a rate of 2.0 times the customer and commodity charges.

MINIMUM BILL:

Applicable monthly customer charge according to size of meter provided.

PAYMENT:

Payments are due on or before the due date.

CONDITIONS OF DELIVERY:

1. Service furnished under this rate schedule is subject to connection policies of the Rochester City Council.
2. Service furnished under this rate schedule is subject to provisions of RPU's Water Service Rules and Regulations.
3. RPU shall not be liable for damage or loss sustained by customer in conjunction with taking service under this rate.
4. Water furnished under this rate shall not be resold.

Approved by Rochester Public Utility Board:
 Effective Date:

November 12, 2013
 January 1, 2014

Exhibit B

FIRE HYDRANT FACILITIES CHARGE

APPLICABILITY:

To all residential and commercial and industrial water utility customers.

MONTHLY RATE:

<u>Customer Class</u>	<u>Rate</u>
Residential	\$1.18
Commercial/Industrial	\$2.35

BILLINGS:

Billings will be on a monthly basis.

PAYMENT:

Payments are due on or before the due date.

CONDITIONS OF DELIVERY:

1. RPU shall not be liable for any damage or loss sustained by customer resulting from interruptions, deficiencies, or imperfections of service provided under this rate.
2. The rate will not be applied to water service meters that are used exclusively for irrigation purposes.
3. The rate will not be applied to water service meters that are not connected to the City's central water system.
4. The rate will be applied regardless of the property's water service status (active or non-active).

Approved by Rochester Public Utility Board:
Effective Date:

November 14, 2013
January 1, 2014

PURCHASE AGREEMENT

This AGREEMENT, entered into this _____ day of _____, 2014, by and among **Olmsted County**, a Minnesota political subdivision (hereinafter "Seller") and the **City of Rochester**, a Minnesota municipal corporation, acting by and through its Public Utilities Board, (hereinafter "Rochester").

WITNESSETH:

WHEREAS, Seller operates a water supply and distribution system and is engaged in the non-profit distribution of water from two wells located within the City of Rochester, Minnesota (the "Water System") to users within the Olmsted County Campus water system; and,

WHEREAS, Seller desires to sell said water system; and,

WHEREAS, Rochester desires to purchase the water system of Seller and provide those services previously provided by Seller.

NOW, THEREFORE, the parties hereby agree as follows:

1. Description of Property to be Sold and Easements to be Granted. On the terms and subject to the conditions set forth in this Agreement, Seller agrees to sell and convey to Rochester and Rochester agrees to purchase, on the closing date, the following easement and personal property:
 - a. Utility easement providing access to the Well No. 2 Site (Easement Form shown in Attachment 1);
 - b. Water tower and all watermains, pipes, lines, valves, fire hydrants and other property owned by Seller, and presently used in the distribution of water located within the Water System and attached to it - with the exception of individual water service lines extending from the water mains to individual properties, said service lines to remain the property of Seller (Bill of Sale Form shown in Attachment 2);
 - c. Any interest in real property in the nature of an easement, permit, or license presently

held by Seller for the purpose of maintaining and operating said Water System;

- d. Any contracts held by Seller to serve users of the Water System in the Water System's service area;
2. Purchase Price. The purchase price for the property shall be One Dollar (\$1) and other valuable consideration, including those obligations set forth separately by contract or agreement between the parties.
3. Terms of Payment. The total purchase price shall be paid by Rochester in cash on the purchase closing date, as defined herein paragraph 8, (the "Closing Date").
4. Warranties of Seller. Rochester has been afforded an opportunity to inspect the property to be purchased by it hereunder, and Seller makes no representation or warranties whatsoever with respect thereto except that:
 - a. Seller will have at the date of closing and will convey to Rochester good and marketable title to all property agreed to be sold to Rochester hereunder, free and clear of any lien, encumbrance, or claim whatsoever.
 - b. Seller has identified and will not be in default on the closing date with respect to the performance of its obligations under any contract or agreement assigned to Rochester hereunder.
 - c. Seller is a Minnesota political subdivision duly organized, validly existing, and in good standing under the laws of the State of Minnesota and has full power and authority to carry on its business as it is presently conducted and all corporate action necessary by Seller to execute, deliver, and perform this Agreement has been taken.
 - d. Seller is not a party to or bound by any written or oral contract to convey to any other person any of the assets to be purchased by Rochester hereunder.
 - e. The execution, delivery, and performance of this Agreement by Seller will not violate the Articles of Incorporation or By-Laws of Seller, or any indenture, agreement, commitment, or order of any tribunal or administrative agency to which Seller is a party or by which it is bound.
 - f. Seller is not a party to any pending, and has no knowledge of any threatened litigation or government action, with regard to the property being sold hereunder.
5. "As-Is, Where-Is". Seller is selling the Assets in its present condition and state of repair, "As-Is", "Where-Is" with all faults and conditions thereon, with all defects and liabilities, latent or apparent.
6. Indemnification. Seller agrees to indemnify Rochester with respect to loss or damages

(including reasonable attorneys' fees and court costs) incurred by Rochester as the direct result of the breach by Seller of the representations, warranties, or covenants contained above in paragraph 4 a – f.

7. Representation and Warranties by Rochester. Rochester represents and warrants that it will have the requisite power and authority to enter into this Agreement and Rochester's closing documents signed by it; such documents will be duly authorized by all necessary corporate action on part of Rochester and have been duly executed and delivered; That the execution, the delivery and performance by Rochester of such documents do not conflict with or result in violation of Rochester's charter of any judgment, order, or decree of obligations of Rochester, and are enforceable in accordance with their terms. Rochester will indemnify Seller, its successors and assigns, against, and will hold Seller, its successors and assigns, harmless from any expense or damage, including attorney's fees, the Seller incurs because of the breach of the above representations and warranties, whether such breach is discovered before or after closing.
8. Closing. The closing date shall be on some future date and time amenable to both Seller and Rochester and shall be held at the office of Rochester Public Utilities, 4000 East River Road NE, or at such other place as may be mutually agreed upon by the parties.
9. Binding on Successors. This Agreement shall inure to the benefit of and be binding on the successors and assigns of each of the parties.
10. Interpretation. This Agreement shall be interpreted under the laws of the State of Minnesota.
11. Steps to be taken at the Closing.
 - a. General Procedure. At the closing, each party shall deliver or execute such documents, instruments, and materials as may be reasonably required in order to effectuate the intent and provisions of this Agreement, and all such documents, instruments, and materials shall be satisfactory in form and substance in all material respects to counsel for the other party. The listing of specific deliveries or executions to be made in the following Subsections of this Section shall not be deemed to limit the provisions of this subsection.
 - b. Items to be Delivered by Seller at the Purchase Closing. [Seller shall have no obligations to deliver these items until Rochester supplies the items required under the terms of Subsection (c)]:
 - i. evidence that the appropriate corporate officers of Seller have authorized the sale of the Water System to Rochester;
 - ii. bill of sale for all personal property being purchased hereunder;
 - iii. utility easement providing access to the Well No. 2 Site, water tower site and water distribution mains, valves and fire hydrants and ;
 - iv. Assignments or other documents necessary to convey any easements, permits, or licenses held by Seller for the operation of the water system.

- c. Items to be Delivered to Seller at Purchase Closing. [Rochester shall not be required to deliver the following items until such time as Seller has available for delivery the documents set out in Subsection (b)]:
 - i. A cash payment of One Dollar (\$1) made payable to Seller for the purchase price.
- 12. Cooperation. At the closing and at anytime or from time to time thereafter, each of the parties agrees to cooperate in carrying out the terms of this Agreement and the agreements and documents executed in connection herewith, including the execution and delivery of such further instruments and documents as may reasonably be requested in order to more effectively carry out the terms and conditions hereof. Those items not completed by date of closing shall be deemed to survive closing and shall be a continuing obligation of the respective party.
- 13. Expenses. Each party hereto shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated. In the event of any controversy, claim, or dispute among the parties to this Agreement, arising out of or relating to this Agreement or breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses and attorney's fees.
- 14. Entire Agreement. This Agreement, and the exhibits, including the schedules and letter of understanding attached hereto, contain the entire agreement among the parties superseding in all respects any and all prior oral or written agreements or understandings pertaining to the subject matter hereof and transactions contemplated hereby, and shall be amended or modified only by written instruments signed by all of the parties hereto.
- 15. Notices. Any notice or other communication required or permitted to be given or served upon any of the parties under this Agreement shall be sufficiently delivered, given, or served if delivered personally to such party or sent to such party by registered or certified mail, postage prepaid, addressed to such party as set forth below or such other address as such party shall designate by giving written notice to the other parties as follows:

<p>In case of notice to Seller: Olmsted County Administrator 151 4th St SE Rochester, MN 55904</p>	<p>In case of notice to Rochester: General Manager Rochester Public Utility Department 4000 East River Road, NE Rochester, MN 55906-2813</p>
--	--
- 16. General. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The paragraph headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The invalidity or unenforceability of any provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

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

City of Rochester, a Minnesota municipal corporation

By: _____

Print Name: _____
Its: Mayor

[MUNICIPAL SEAL]

Attest: _____

Print Name: _____
Its: City Clerk

Approved as to Form: _____

Print Name: _____
Its: City Attorney

By: _____

Print Name: _____
Its: General Manager, Rochester Public Utilities

Address: City of Rochester
c/o Rochester Public Utilities
4000 East River Road NE
Rochester, MN 55905
Phone: (507) 280-1510

Federal Tax ID No.: _____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, _____, _____, and _____, the Mayor, City Clerk, and City Attorney and Rochester Public Utilities General Manager, respectively, of the City of Rochester, a Minnesota municipal corporation, on behalf of the corporation.

[seal]

Notary Public
My commission expires _____

Olmsted County, a Minnesota political subdivision

By: _____
Matt Flynn, County Board Chair

By: _____
Richard G. Devlin, County Administrator

Address: Olmsted County Administration
151 4th St SE
Rochester, MN 55904
Phone: (507) 328-6001

Federal Tax ID No.: _____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ and _____, the County Board Chairperson and County Administrator, respectively, of Olmsted County, a Minnesota political subdivision, on behalf of the County.

[seal]

Notary Public
My commission expires _____

This document drafted by
Rochester Public Utilities
4000 East River Road NE
Rochester, MN 55906-2813

PUBLIC UTILITY EASEMENT

THIS INDENTURE made this ____ day of _____, 2014, by and between **Olmsted County**, a Minnesota political subdivision, hereinafter “Grantor”, and the **City of Rochester**, a Minnesota Municipal Corporation hereinafter called Grantee”;

WITNESSETH:

In consideration of the payment of ONE DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby dedicate to the public and does hereby grant, bargain, sell and convey to Grantee a permanent easement for all lawful public watermain purposes in, over, above and below the following described lands:

SEE ATTACHED EXHIBIT “A”

Together with the rights of ingress and egress at any and all times for the purpose of this easement to, from, and upon the above-described premises and Grantee’s lands lying adjacent thereto by foot or motor vehicle and equipment.

Grantor hereby covenants with Grantee that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the same, that it is free from encumbrances,

ATTACHMENT 1

PUBLIC UTILITY EASEMENT FORM
FOR
WELL NO. 2, WATER TOWER AND
WATER DISTRIBUTION SYSTEM ACCESS

(See Attached Document)

PUBLIC UTILITY EASEMENT

THIS INDENTURE made this ____ day of _____, 2014, by and between **Olmsted County**, a Minnesota political subdivision, hereinafter “Grantor”, and the **City of Rochester**, a Minnesota Municipal Corporation hereinafter called Grantee”;

WITNESSETH:

In consideration of the payment of ONE DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby dedicate to the public and does hereby grant, bargain, sell and convey to Grantee a permanent easement for all lawful public watermain purposes in, over, above and below the following described lands:

SEE ATTACHED EXHIBIT “A”

Together with the rights of ingress and egress at any and all times for the purpose of this easement to, from, and upon the above-described premises and Grantee’s lands lying adjacent thereto by foot or motor vehicle and equipment.

Grantor hereby covenants with Grantee that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the same, that it is free from encumbrances,

and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF Grantor has caused this instrument to be executed on the day and year first above written.

Olmsted County, a Minnesota political subdivision

By: _____

Its _____

By: _____

Its _____

STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by _____ and _____, the _____ and _____, respectively of **Olmsted County**, A Minnesota political subdivision, for and on behalf of the corporation. @

NOTARY PUBLIC

THIS INSTRUMENT DRAFTED BY
Rochester Public Utilities
4000 East River Rd N.E.
Rochester MN 55906

EXHIBIT "A"

OLMSTED COUNTY WATERMAIN EASEMENTS

An easement for watermain purposes over, above and across all that part of the Southwest Quarter of Section 31, Township 107 North Range 13 West, lying southerly of the Dakota, Minnesota and Eastern Railroad Company, Rochester, Minnesota, Less parcels conveyed to the United States of America, 20.00 feet wide lying 10.00 feet on each side of the following described centerline:

DESCRIPTION NO. 1

Commencing at the southeast corner of said Southwest Quarter; thence North 00 degrees 02 minutes 24 seconds East, assumed bearing, along the easterly line of said Quarter 1492.71 feet; thence North 88 degrees 47 minutes 32 seconds West 33.00 feet to the westerly right of way line of Silver Creek Road N.E., to the point of beginning of the centerline; thence continue North 88 degrees 47 minutes 32 seconds West 34.86 feet; thence North 01 degree 59 minutes 49 seconds West 205.87 feet; thence North 85 degrees 31 minutes 30 seconds West 77.85 feet; thence North 02 degrees 11 minutes 59 seconds West 67.30 feet; thence North 01 degree 20 minutes 36 seconds East 107.40 feet to Point "A" ; thence South 01 degree 20 minutes 36 seconds West 107.40 feet; thence North 85 degrees 52 minutes 16 seconds West 153.27 feet; thence South 53 degrees 49 minutes 05 seconds West 71.92 feet ; thence South 84 degrees 44 minutes 42 seconds West 17.49 feet; thence North 84 degrees 44 minutes 42 seconds East 17.49 feet; thence North 89 degrees 15 minutes 18 seconds West 473.60 feet to Point "B" ; thence North 01 degree 02 minutes 03 seconds East 129.04 feet; thence North 01 degree 04 minutes 24 seconds East 69.13 feet; thence South 01 degree 04 minutes 24 seconds West 69.13 feet; thence North 89 degrees 21 minutes 03 seconds West 79.85 feet; thence North 00 degrees 00 minutes 00 seconds East 28.53 feet; North 89 degrees 21 minutes 03 second West 39.14 feet; thence North 00 degrees 00 minutes 00 seconds East 10.02 feet; thence South 89 degrees 21 minutes 03 seconds East 100.88 feet; Thence North 00 degrees 47 minutes 32 seconds East 23.08 feet; Thence South 00 degrees 47 minutes 32 seconds West 23.08 feet; thence continue South 00 degrees 47 minutes 32 seconds West 54.71 feet; thence North 89 degrees 21 minutes 03 seconds West 68.09 feet; thence South 00 degrees 38 minutes 12 seconds West 159.81 feet; thence North 89 degrees 30 minutes 50 seconds West 102.73 feet; thence North 89 degrees 30 minutes 50 seconds West 102.73 feet; thence South 89 degrees 30 minutes 50 seconds East 102.73 feet; thence South 00 degrees 37 minutes 29 seconds West 264.65 feet; thence South 89 degrees 10 minutes 01 second East 34.86 feet; thence North 00 degrees 09 minutes 16 seconds East 16.07 feet; thence South 00 degrees 09 minutes 16 seconds West 16.07 feet; thence South 89 degrees 10 minute 01 second East 25.60 feet to Point "C" and there terminating.

DESCRIPTION NO.2

Also:

A 20.00 foot wide strip of land 55.00 feet wide lying 3.00 feet left and 52.00 feet right of the following described line:

Commencing at said Point "A"; thence North 01 degree 20 minutes 36 seconds East 20.00 feet and there terminating.

DESCRIPTION NO.3

Also:

A 20.00 foot wide strip of land 10.00 feet on each side of the following described centerline:

Beginning at Said Point "B"; thence South 00 degrees 25 minutes 03 seconds West 39.13 feet; thence South 89 degrees 34 minutes 57 seconds East 16.16 feet; thence North 89 degrees 34 minutes 57 seconds West 16.16 feet; thence South 00 degrees 25 minutes 03 seconds West 240.40 feet; thence North 89 degrees 36 minutes 04 seconds East 16.26 feet; thence South 89 degrees 04 minutes 26 seconds West 16.26 feet; thence continue South 89 degrees 36 minutes 04 seconds West 46.12 feet to Point "C"; thence South 03 degrees 25 minutes 20 seconds West 113.61 feet to Point "D"; thence South 20 degrees 39 minutes 13 seconds West 306.88 feet to Point "F"; thence South 20 degrees 59 minutes 32 seconds West 105.30 feet; thence South 14 degrees 09 minutes 26 seconds West 124.12 feet to Point "G"; thence South 13 degrees 24 minutes 43 seconds West 409.38 feet to Point "H"; thence South 11 degrees 49 minutes 38 seconds East 85.85 feet; thence North 78 degrees 10 minutes 22 seconds East 28.56 feet; thence South 78 degrees 10 minutes 22 seconds West 28.56 feet; Thence South 11 degrees 49 minutes 38 seconds East 179.28 feet to said Point "I"; thence North 89 degrees 36 minutes 36 seconds East 149.90 feet; thence North 66 degrees 36 minutes 50 seconds East 100.93 feet; thence South 23 degrees 27 minutes 23 seconds East 15.50 feet ; thence North 23 degrees 27 minutes 23 seconds West 15.50 feet ; thence North 66 degrees 36 minutes 50 seconds East 403.51 feet to Point "J"; thence continue North 66 degrees 36 minutes 50 seconds East 9.53 feet to the point of termination of said easement and the pint of beginning the centerline of a 26 foot wide easement; thence North 90 00 degrees 00 minutes 00 seconds East 43.17 feet and there terminating. The westerly line of said easement to be extended or shortened to terminate on the Westerly line of said parcel.

DESCRIPTION NO.4

Also:

A 20.00 foot wide strip of land 10.00 feet on each side of the following described centerline:

Beginning at said Point "D": thence North 87 degrees 21 minutes 03 seconds West 128.55 feet; thence North 89 degrees 19 minutes 00 seconds West 24.78 feet to Point "E"; thence continue North 89 degrees 19 minutes 00 seconds West 61.41 feet; thence North 00 degrees 09 minutes 30 seconds East 85.3 feet; thence North 89 degrees 58 minutes 25 seconds West 111.60 feet and there terminating. The northerly and said southerly lines of said easement to be extended or shortened to terminate on the Westerly line of said parcel.

DESCRIPTION NO.5

Also:

A 40.00 foot wide strip of land 20.00 feet on each side of the following described centerline:

Commencing at said Point "E"; thence North 00 degrees 28 minutes 11 seconds West 10.00 feet to the beginning of the centerline to be described; thence continue North 00 degrees 28 minutes 11 seconds West 25.50 feet and there terminating.

DESCRIPTION NO.6

Also:

A 20.00 foot wide strip of land 10.00 feet on each side of the following described centerline:

Beginning at said Point "D"; thence North 70 degrees 18 minutes 58 Seconds East 30.06 feet; thence South 75 degrees 11 minutes 31 seconds East 145.60 feet; thence South 57 degrees 59 minutes 30 seconds East 51.72 feet; thence South 66 degrees 52 minutes 03 seconds East 58.39 feet; thence South 74 degrees 40 minutes 09 seconds East 50.49 feet; thence South 55 degrees 10 minutes 31 seconds East 15.11 feet; thence South 41 degrees 06 minutes 45 Seconds East 30.85 feet to the point of termination of said easement and the beginning of a 30 foot wide easement lying 10.00 feet to the right and 20.00 feet to the left of the following line; thence South 46 degrees 43 minutes 47 seconds East 83.27 feet to Point "K" and there terminating.

DESCRIPTION NO.7

Also:

A 20.00 foot wide strip of land 10.00 feet on each side of the following described centerline:

Beginning at said Point "G"; thence South 89 degrees 04 minutes 53 seconds East 115.16 feet to Point "L"; thence continue South 89 degrees 04 minutes 53 seconds East 142.70 feet; thence South 59 degrees 24 minutes 24 seconds East 19.50 feet; thence North 27 degrees 37 minutes 09 seconds East 79.50 feet; thence South 27 degrees 37 minutes 09 seconds West 79.50 feet; thence South 59 degrees 24 minutes 24 seconds East 134.12 feet; thence North 51 degrees 02 minutes 01 seconds East 63.65 feet; thence North 58 degrees 27 minutes 32 seconds East 82.30 feet; thence South 87 degrees 29 minutes 08 seconds East 52.36 feet; thence North 02 degrees 30 minutes 52 seconds East 48.00 feet and there terminating.

DESCRIPTION NO.8

Also:

A 20.00 foot wide strip of land 10.00 feet on each side of the following described centerline:

Beginning at said Point "H"; thence North 74 degrees 27 minutes 19 seconds East 149.18 feet; thence South 89 degrees 45 minutes 35 seconds East 45.96 feet to Point "M"; thence continue South 89 degrees 45 minutes 35 seconds East 84.83 feet; thence North 73 degrees 26 minutes 36 seconds East 44.57 feet; thence South 16 degrees 33 minutes 24 seconds East 14.86 feet; thence North 16 degrees 33 minutes 24 seconds West 14.86 feet; thence North 73 degrees 26 minutes 36 seconds East 96.88 feet; thence South 61 degrees 46 minutes 34 seconds East 249.37 feet to the point of termination of said easement and the point of beginning of a 23.50 foot wide easement lying 13.50 feet right and 10.00 feet left of the following described line; thence continue South 61 degrees 46 minutes 34 seconds East 42.53 feet to said Point "J" and there terminating.

DESCRIPTION NO.9

Also:

A 20.00 foot wide strip of land 10.00 feet on each side of the following described centerline:

Beginning at said Point "I"; thence South 89 degrees 36 minutes 36 seconds West 38.66 feet; thence South 39 degrees 44 minutes 39 seconds West 36.00 feet; thence North 89 degrees 07 minutes 08 seconds West 246.76 feet; thence North 45 degrees 04 minutes 32 seconds West 28.93 feet ; thence North 44 degrees 55 minutes 28 seconds East 26.02 feet; thence South 44 degrees 55 minutes 28 seconds West 26.02 feet; thence North 45 degrees 04 minutes 32 seconds West 15.15 feet; thence North 89 degrees 24 minutes 54 seconds West 224.46 feet to Point "N", a point on the westerly line of said parcel, and there terminating . The northerly and southerly lines of said easement shall be extended or shortened to intersect with the westerly line and the southerly prolongation thereof of said parcel.

DESCRIPTION NO.10

Also:

A 20.00 foot wide strip of land 10.00 feet on each side of the following described centerline:

Commencing at said Point "J"; thence North 66 degrees 36 minutes 50 seconds East 9.53 feet to the beginning of said easement; thence North 01 degree 13 minutes 18 seconds West 248.97 feet; thence North 02 degrees 30 minutes 03 seconds East 201.49 feet; thence North 00 degrees 39 minutes 14 seconds East 125.98 feet; thence North 00 degrees 16 minutes 43 seconds West 202.60 feet to said Point "K"; thence North 67 degrees 48 minutes 09 seconds East 246.96 feet; thence South 00 degrees 39 minutes 58 seconds East 101.10; thence North 00 degrees 39 minutes 58 seconds West 101.10 feet; thence North 67 degrees 09 minutes East 42.00 feet and there terminating.

DESCRIPTION NO.11

Also:

A 20.00 foot wide strip of land 10.00 feet on each side of the following described centerline:

Beginning at said Point "L"; thence South 00 degrees 52 minutes 03 seconds West 71.80 feet to the point of termination of said easement and the point of beginning of the centerline of a 28.00 foot wide easement; thence South 89 degrees 22 minutes 44 seconds West 23.59 feet to the point of termination of said easement and the point of beginning the centerline of a 20.00 foot wide easement; thence South 00 degrees 37 minutes 16 seconds East 284.97 feet to said Point "M" and there terminating.

PARTT NO.12

Also:

An easement described as follows: Commencing at said Point "N"; thence South 89 degrees 24 minutes 54 seconds West 5.23 feet along the westerly line of said parcel to the point of beginning (the next four courses are along the northerly and southwesterly lines of said parcel); thence North 89 degrees 30 minutes 51 seconds West 104.34 feet; thence South 44 degrees 16 minutes 16 seconds West 48.70 feet to the beginning of a tangent curve concave to the southeast with delta angle of 43 degrees 54 minutes 51 seconds, radius of 65.00 feet, length of 49.52 feet, chord of 48.61 feet and chord bearing of South 22 degrees 18 minutes 34 seconds West; thence South 00 degrees 21 minutes 09 seconds West tangent to said curve 7.83 feet to the Northerly right of way line of C.S.A.H. No. 9; thence South 89 degrees 38 minutes 48 seconds East along said right of way line 7.76 feet; thence North 13 degrees 57 minutes 07 seconds East 33.15 feet; thence North 47 degrees 31 minutes 20 seconds East 35.41 feet; thence North 61 degrees 21 minutes 38 seconds East 54.00 feet; thence North 89 degrees 35 minutes 14 seconds East 50.36; thence South 00 degrees 24 minutes 46 seconds East 14.00 feet; thence North 89 degrees 35 minutes 14 seconds East 20.00 feet; thence North 00 degrees 21 minutes 09 seconds East 18.58 feet to the beginning.

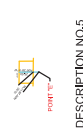
DESCRIPTION NO.13

Also:

A 34.00 foot wide easement lying 10.00 feet southerly and 14.00 feet northerly of the following described line:

Commencing at said Point "F"; thence North 87 degrees 48 minutes 25 seconds West 2.69 feet to the beginning of said line; thence continue North 87 degrees 48 minutes 25 seconds West 14.80 feet to the point of termination of said easement and the point of beginning of the centerline of a 20.00 foot wide easement; thence continue North 87 degrees 48 minutes 25 seconds West 140.02 feet to the point of termination of said easement and the point of beginning of the centerline of a 10.00 foot wide

easement(said centerline is 5.00 feet east of and parallel with the westerly line of said parcel; thence South 00 degrees 23 minutes 14 seconds West 22.34 feet to the westerly line of said parcel and there terminating.



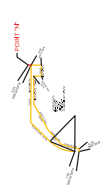
DESCRIPTION NO. 5



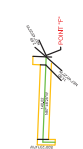
DESCRIPTION NO. 4



DESCRIPTION NO. 2



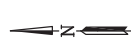
DESCRIPTION NO. 12



DESCRIPTION NO. 13



DESCRIPTION NO. 11



DESCRIPTION NO. 7



DESCRIPTION NO. 8

OLMSTED CAMPUS WATERMAIN		
SCALE NONE	DRAWN BY FOR	
DATE DEC	INVEST. DATE	
JOB NO. 7705422	CREATED BY JLS	
ROCHESTER PUBLIC UTILITIES		

WATERMAIN ASSEMBLY

DRAWING NO. WATERMAIN/GPS

ATTACHMENT “2”

BILL OF SALE FORM – OLMSTED COUNTY CAMPUS WATER SYSTEM

(See Attached Document)



RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve a Purchase Agreement and supplemental Letter of Understanding with Olmsted County, and request that the Mayor and City Clerk execute the Purchase Agreement for

Purchase of Olmsted County Campus Water System

The amount of the Purchase Agreement to be ONE DOLLAR (\$1) and other valuable consideration, including those obligations set forth separately by contract or agreement.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 24th day of June, 2014.

President

Secretary

FOR BOARD ACTION

Agenda Item # 6

Meeting Date: June 24, 2014

SUBJECT:

Amendment 5 to Schedule A to the Power Sales Contract between SMMPA and the City of Rochester

PREPARED BY:

Randy Anderton, Manager of Engineering

ITEM DESCRIPTION:

Schedule A to the Power Sales Contract between SMMPA and the City has been updated to reflect the current points of measurement for power and energy delivered under the contract.


The updates reflect the metering additions associated with Northern Hills Substation due to the addition of the new 161kV CapX transmission line. No other provisions of the Power Sales Contract have been changed.

FOR CAPITAL PURCHASES/BIDS/MAJOR PROJECTS:

Not Applicable

UTILITY BOARD ACTION REQUESTED:

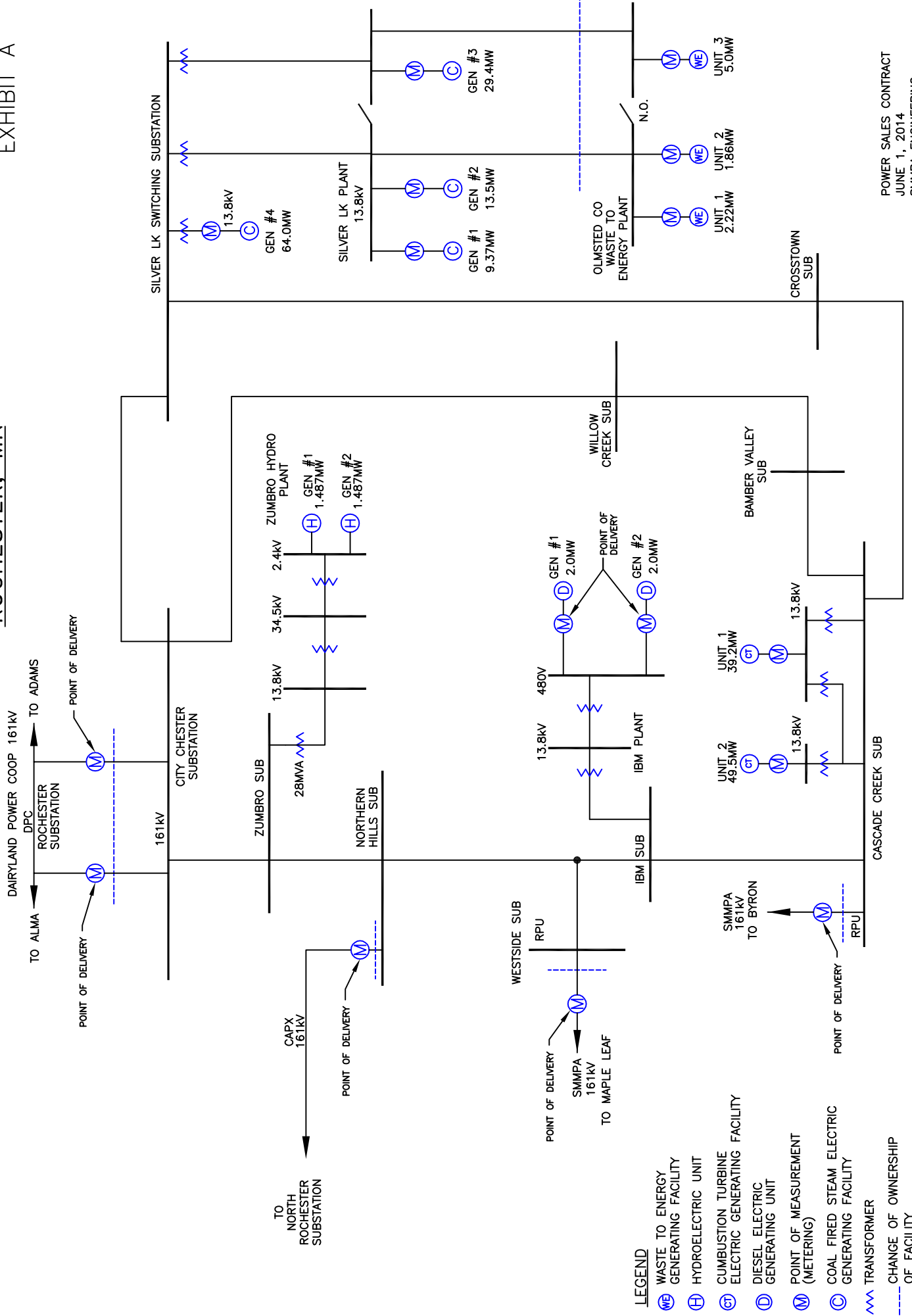
Management recommends that the Utility Board request the Common Council approve Amendment 5 to Schedule A of the Power Sales Contract between Southern Minnesota Municipal Power Agency and the City of Rochester, dated June 24, 2014.


General Manager

6-19-14
Date

ROCHESTER, MN

EXHIBIT A



- LEGEND**
- WE WASTE TO ENERGY GENERATING FACILITY
 - H HYDROELECTRIC UNIT
 - CT CUMBUSTION TURBINE ELECTRIC GENERATING FACILITY
 - D DIESEL ELECTRIC GENERATING UNIT
 - M POINT OF MEASUREMENT (METERING)
 - CF COAL FIRED STEAM ELECTRIC GENERATING FACILITY
 - T TRANSFORMER
 - CHANGE OF OWNERSHIP OF FACILITY

AMENDMENT 5 TO SCHEDULE A
TO THE
POWER SALES CONTRACT
BETWEEN
SOUTHERN MINNESOTA MUNICIPAL POWER AGENCY
AND
THE CITY OF ROCHESTER, MINNESOTA

AMENDMENT 5 TO SCHEDULE A, dated as of June 1st, 2014, to Power Sales Contract dated as of April 1, 1981, as amended to the date hereof (the "Power Sales Contract"), between SOUTHERN MINNESOTA MUNICIPAL POWER AGENCY (the "Agency") and the CITY OF ROCHESTER, MINNESOTA (the "Member").

The Agency and the Member have agreed to amend Schedule A to the Power Sales Contract to update the identity and locations of the Points of Delivery and Points of Measurement, at which electric power and energy are delivered and metered under the Power Sales Contract and to provide for a specific loss factor for certain new points of delivery.

1. New Schedule A. Schedule A to the Power Sales Contract is hereby amended in its entirety to be identical to the Schedule A dated June 1st, 2014, attached hereto.
2. Effective Date. This Amendment 5 shall be effective (a) from and after the date hereof and (b) retroactively, with respect to the new points of delivery and points of measurement, from and after the date or dates when such points of delivery and measurement became active.
3. Effect on Power Sales Contract. Except as amended hereby the Power Sales Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Agency and the Member have caused this Amendment 5 to Schedule A to be executed by duly authorized officers, all as of the date first set forth above.

SOUTHERN MINNESOTA MUNICIPAL POWER AGENCY

By _____
David P. Geschwind, Executive Director and CEO

ROCHESTER PUBLIC UTILITIES

General Manager

CITY OF ROCHESTER, MINNESOTA

Mayor

Attest: _____
City Clerk

Reviewed By:

City Attorney

SOUTHERN MINNESOTA MUNICIPAL POWER AGENCY
SERVICE SPECIFICATIONS

MEMBER: City of Rochester, Minnesota

1. **Applicability.** These service specifications are applicable to the Power Sales Contract dated as of April 1, 1981 (as heretofore amended), covering the supply and delivery of electric power and energy by the Agency to the City of Rochester, Minnesota, Member.
2. **Points of Delivery.** The Agency is obligated to deliver electric power and energy contracted for by the Member at the following points and voltages as shown in the diagram under paragraph 6 hereof:

Delivery Point Identity and Location	Delivery Voltage
(1) The Member's Chester Substation, located in the City of Rochester, MN, at the termination of each (2) of Dairyland's 161,000 volt transmission lines.	161,000 V
(2) The Member's Cascade Creek Substation, located in the City of Rochester, MN, at the termination of the Agency's 161,000 volt transmission line.	161,000 V
(3) The Member's Westside Substation, located in the City of Rochester, MN, at the termination of the Agency's 161,000 volt transmission line.	161,000 V
(4) The Member's IBM Substation, located in the City of Rochester, MN at the output of each (2) of the Diesel Electric Generating Units #1, #2, located in such Substation.	480 V
(5) The Member's Northern Hills Substation, located in the City of Rochester, MN, at the termination of the CAPX 161,000 volt transmission line from the North Rochester Substation.	161,000 V

3. **Points of Measurement.** The Agency shall meter electric power and energy delivered to the Member as follows and as shown in the diagram under paragraph 6 hereof:

Metering Point Identity and Location	Metering Voltage
(1) The Member's Chester Substation, located in the City of Rochester, MN, at the termination of each (2) of Dairyland's 161,000 volt transmission lines.	161,000 V
(2) The Member's Cascade Creek Substation, located in the City of Rochester, MN, at the termination of the Agency's 161,000 volt transmission line.	161,000 V
(3) Net Output of each (2) of the Combustion Turbine Generating Units #1, #2, located in the Member's Cascade Creek Substation.	13,800 V

(4) Net Output of each (3) of the Coal Fired Steam Generating Units #1, #2, #3, located in the Member's Silver Lake Power Plant.	13,800 V
(5) Net Output of the Coal Fired Steam Generating Unit #4, located in the Member's Silver Lake Power Plant.	13,800 V
(6) Net Output of each (3) of the Waste to Energy Units #1, #2 and #3, located in the City of Rochester, MN.	13,800 V
(7) Net Output of each (2) of the Diesel Electric Generating Units #1, #2, located in the Member's IBM Substation.	480 V
(8) The Member's Westside Substation, located in the City of Rochester, MN, at the termination of the Agency's 161,000 volt transmission line.	161,000 V
(9) The Member's Northern Hills Substation, located in the City of Rochester, MN, at the termination of the CAPX 161,000 volt transmission line from the North Rochester Substation.	161,000 V

4. **Power Factor.** In any billing period beginning on or after November 1, 1982 and before November 1, 1984, the Member shall maintain its system power factor between 95% lagging and 95% leading as measured at its Point or Points of Delivery. In any billing period beginning on or after November 1, 1984, the Member shall maintain its system power factor between 98% lagging and 98% leading as measured at its Point or Points of Delivery.

5. **Adjustments.** (a) If electric power and energy are metered on the low side of the transformer at any Point of Delivery, meter readings for all electric power and energy supplied by the Agency at such metering point will be increased by 1% to compensate for transformer losses between the delivery voltage level and the metering voltage.

If there are other losses between any Point of Measurement and any Point of Delivery, an appropriate loss factor will be used to compensate for losses.

(b) If the Agency delivers electric power and energy to the Member at a Point of Delivery at a voltage less than 69,000 volts, the charges for such service shall be a surcharge added to the Billing Rates shown in Schedule B hereof to compensate the Agency for owning, maintaining and operating transformation facilities necessary to provide service below 69,000 volts.

6. **Diagrams.** The following Exhibit A is a one-line diagram of the facilities at each Point of Delivery and Point of Measurement.



RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, that the Common Council of the said City is requested to approve an amendment to the Power Sales Contract between Southern Minnesota Municipal Power Agency and the City of Rochester, Minnesota and that the Common Council authorize the Mayor and the City Clerk to execute the agreement for:

Amendment 4 to Schedule A of the Power Sales Contract between Southern Minnesota Municipal Power Agency and the City of Rochester, Minnesota

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 24th day of June, 2014.

President

Secretary