



## MEETING AGENDA – JANUARY 30, 2018

BOARD ROOM  
4000 EAST RIVER ROAD NE  
ROCHESTER, MN 55906

12:00 AM

### **Call to Order**

#### **1. Election of Officers**

- A. Election of Board President**
- B. Appointment of Board Secretary**

#### **2. Approval of Agenda**

#### **3. Approval of Minutes**

- 1. Public Utility Board - Regular Meeting - Dec 19, 2017 4:00 PM

#### **4. Approval of Accounts Payable**

- 1. A/P Board listing

#### **5. Recognition of Terry Adkins**

- 1. Resolution: Recognition of Terry Adkins

### **NEW BUSINESS**

#### **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.)*

#### **6. Consideration Of Bids**

- 1. Lump Sum Power Line Clearance Tree Trimming  
Resolution: Lump Sum Power Line Clearance Tree Trimming
- 2. Aerial Lift & Utility Body for (V619)  
Resolution: Aerial Lift & Utility Body (V619)

#### **7. Regular Agenda**

1. Custodial Services - Marsden Building Maintenance  
Resolution: Custodial Services - Marsden Building Maintenance
2. Gas Supply Contract (Constellation)  
Resolution: Gas Supply Contract (Constellation)
3. Gas Supply Contract (MERC)  
Resolution: Gas Supply Contract (MERC)
4. Hydro-Vac Excavation Unit (V624)  
Resolution: Hydro-Vac Excavation Unit (V624)
5. Aerial Device (V620) Boom and Bucket Assembly  
Resolution: Aerial Device (V620) Boom and Bucket Assembly
6. Microsoft Enterprise Agreement  
Resolution: Microsoft Enterprise Agreement
7. SMMPA Member Rep Appointment  
Resolution: SMMPA Member Rep Appointment

**8. Board Liaison Reports**

1. Rochester Public Utilities Index of Board Policies

**9. General Managers Report**

**10. Division Reports & Metrics**

**11. Other Business**

**12. Adjourn**

*The agenda and board packet for Utility Board meetings are available on-line at [www.rpu.org](http://www.rpu.org) and <http://rochestercitymn.igmp2.com/Citizens/Default.aspx>*



## MEETING MINUTES – DECEMBER 19, 2017

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

4:00 PM

### Call to Order

Attendee Name	Title	Status	Arrived
Mark Browning	Board President	Present	
Tim Haskin	Board Member	Present	
Melissa Graner Johnson	Board Member	Present	
Brian Morgan	Board Member	Present	
Michael Wojcik	Board Member	Present	

### 1. Approval of Agenda

- Motion to:** approve the agenda with the removal of item 4.4 Gas Supply Contract

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Michael Wojcik, Board Member  
**SECONDER:** Brian Morgan, Board Member  
**AYES:** Browning, Haskin, Johnson, Morgan, Wojcik

### 2. Approval of Minutes

- Public Utility Board - Regular Meeting - Nov 28, 2017 4:00 PM
- Motion to:** approve the minutes as presented

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Michael Wojcik, Board Member  
**SECONDER:** Brian Morgan, Board Member  
**AYES:** Browning, Haskin, Johnson, Morgan, Wojcik

### 3. Approval of Accounts Payable

- A/P Board Listing

*During the discussion of the accounts payable, Board Member Michael Wojcik asked about the nature of a \$133,420.00 payment to the City of Rochester for a conserve and save rebate; Patty Hanson, Manager of Marketing and Energy Services, replied that the rebate is for the Mayo Civic Center.*

- Motion to:** approve the A/P listing as presented

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Michael Wojcik, Board Member  
**SECONDER:** Melissa Graner Johnson, Board Member  
**AYES:** Browning, Haskin, Johnson, Morgan, Wojcik

### NEW BUSINESS

#### 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.)*

President Browning opened the meeting for public comment. Three people came forward to speak.

Tom Williamson, of Rochester, spoke in favor of pollinator/native plants and SOLARCHOICE. He asked the utility to maximize the pollinator plantings at the West Side Energy Station. He encouraged as many people as possible to sign up for SOLARCHOICE. He also said he would like a record of things people say at the Board meetings.

Ivan Idso, of Rochester, spoke in favor of district heating, saying it sounds like a really good thing for Rochester and the downtown area. He recommended pipes being installed in the ground along Broadway Avenue, and asked if RPU would be capable of doing that.

Jeff Broberg, of St. Charles, an environmental consultant who has worked at Cascade Meadows, spoke in favor of native planting. He supports the use of pollinator plantings at the West Side Energy Station site and the right of ways that service it due to the environmental benefits. Urban areas are becoming a refuge for pollinators, he said. Habitat restoration promotes stewardship and the entire community would benefit, said Mr. Broberg. Native planting can be done at a cost of \$600 per acre, he said.

Board Member Michael Wojcik asked how much undeveloped land is located at the West Side Energy Station site. Director of Power Resources Wally Schlink replied that there are 35 acres of undeveloped land. Mr. Schlink requested that Mr. Broberg please send him information on the pollinator mixes that are available.

President Browning said that he was approached by an individual asking to put bees out at the site.

General Manager Mark Kotschvar noted that the Southern Minnesota Municipal Power Agency (SMMPA) has started using pollinator plantings, and the current line of thinking is that multiple small patches are preferred to large plantings.

There are many theories out there regarding planting methods, said Mr. Broberg.

#### **4. Regular Agenda**

##### **1. Power Line Clearance Tree Trimming Extension**

*Buyer Mona Hoeft presented a request to the Board to approve a one-year extension to a tree trimming contract with Wright Tree Service, Inc. for power line clearance. The contract amount had been previously approved in 2016 when the original contract was awarded. Pricing for 2018 is expected to be \$356,000, said Ms. Hoeft.*

*Board Member Michael Wojcik asked if the utility has a tree trimming policy as part of another policy? The utility has tree trimming guidelines, replied General Manager Mark Kotschvar. The reason he asked, said Mr. Wojcik, is that there was an individual who asked RPU to trim trees with dutch elm disease, and it never occurred to him that someone would use RPU's services that way.*

*This happens more often with contractors, said Mr. Kotschevar, and while the utility does not charge for tree trimming services, it tries to place limits around it.*

*Mr. Wojcik stated he would like to see the Board set and specify a policy to allow the utility to do this, but to charge for it. Mr. Kotschevar said that tree trimming is a service that is necessary, and the utility certainly doesn't want someone to do it themselves to avoid paying a fee, and then get hurt. Mr. Wojcik's concern, he said, are trees that need to be taken down and any potential lawsuits that may occur. City Attorney Terry Adkins replied that official immunity and absolute immunity would not apply to such tree trimming situations.*

*Board Member Brian Morgan asked if this happens often enough to warrant a Board policy. The Board would have to craft a policy that would cover all situations, said Mr. Kotschevar. Mr. Wojcik said he would like to see the utility's standard operating procedure on tree trimming documented.*

Resolution: Power Line Clearance Tree Trimming Extension

*BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, approval to exercise the option to extend the agreement with Wright Tree Service, Inc. for one additional year.*

*Passed by the Public Utility Board of the City of Rochester, Minnesota, this 19th day of December, 2017.*

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Melissa Graner Johnson, Board Member
<b>SECONDER:</b>	Michael Wojcik, Board Member
<b>AYES:</b>	Browning, Haskin, Johnson, Morgan, Wojcik

2. Uniform Rental/Laundry Services Extension

*A request to approve the extension of a two-year contract for uniform rental and laundry services with Cintas Corporation was presented to the Board by Buyer Mona Hoeft. The utility's current contract expires on December 31, 2017. Funding for the services is included in the 2018 budget and will be budgeted the same way for 2019, said Ms. Hoeft. Services included in the contract are for fire resistant and non-fire resistant uniforms, towels and floor mats, in an amount not to exceed \$143,000 for two years.*

*The new contract amount is slightly higher than in previous years, said Ms. Hoeft, due to the addition of long-sleeved items that will add more protection.*

Resolution: Uniform Rental/Laundry Services Extension

*BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve a two year extension with Cintas Corporation for uniform rental/laundry services and authorize the Mayor and the City Clerk to execute the extension.*

*The amount of the extension not to exceed ONE HUNDRED FORTY THREE THOUSAND AND 00/100 DOLLARS (\$143,000.00).*

*Passed by the Public Utility Board of the City of Rochester, Minnesota, this 19th day of December, 2017.*

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Wojcik, Board Member
<b>SECONDER:</b>	Brian Morgan, Board Member
<b>AYES:</b>	Browning, Haskin, Johnson, Morgan, Wojcik

3. Amendment 7 to Schedule A to the Power Sales Contract between SMMPA and the City of Rochester

*A request to amend the power sales contract between the Southern Minnesota Municipal Power Agency (SMMPA) and the City of Rochester, Minnesota, was presented by senior electrical engineer Randy Anderton. Mr. Anderton said the change is an administrative housekeeping measure that will add the West Side Energy Station to the points of delivery, and remove the Silver Lake Plant, due to the fact that power is no longer generated there.*

*City Attorney Terry Adkins stated that he had reviewed and approved the amendment agreement.*

Resolution: Amendment 7 to Schedule A to Power Sales Contract between SMMPA and City of Rochester

*BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve Amendment 7 to Schedule A of the Power Sales Contract between Southern Minnesota Municipal Power Agency and the City of Rochester, and authorize the Mayor and the City Clerk to execute the agreement to*

**UPDATE THE IDENTITY AND LOCATIONS OF THE POINTS OF DELIVERY  
AND POINTS OF MEASUREMENT**

*Passed by the Public Utility Board of the City of Rochester, Minnesota, this 19th day of December, 2017.*

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Melissa Graner Johnson, Board Member
<b>SECONDER:</b>	Michael Wojcik, Board Member
<b>AYES:</b>	Browning, Haskin, Johnson, Morgan, Wojcik

4. Gas Supply Contract (Constellation)

*This item was removed from the agenda.*

5. Authorized Depositories 2018

*Director of Corporate Services Peter Hogan presented a request to the Board to authorize the depositories for utility funds. Three depositories have been named for RPU investment activities for 2018: US Bank, Wells Fargo and Bayerische Landesbank.*

*Board Member Melissa Graner Johnson recused herself from this discussion.*

Resolution: Authorized Depositories 2018

*BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, that the following banks, authorized to do business in Minnesota, are the designated depositories for the demand deposit accounts and temporary investment of funds of Rochester Public Utilities, City of Rochester, Minnesota, within the limits established by the City of Rochester, for the term commencing January 1, 2018 through the 31<sup>st</sup> day of December, 2018.*

US BANK

WELLS FARGO

BAYERISCHE LANDESBANK

*The above depositories, and any added during the term by the City Finance Director, shall pay interest at such rates or rates, per annum, as may be mutually agreed upon the Rochester Public Utilities and the respective depository at the time such deposits and investments are made.*

*The depository shall pay on demand all deposits subject to payment on demand, with accrued interest, and pay on demand all time deposits with accrued interest, at or after maturity.*

*Passed by the Public Utility Board of the City of Rochester, Minnesota, this 19th day of December, 2017.*

<b>RESULT:</b>	<b>ADOPTED [4 TO 0]</b>
<b>MOVER:</b>	Michael Wojcik, Board Member
<b>SECONDER:</b>	Brian Morgan, Board Member
<b>AYES:</b>	Mark Browning, Tim Haskin, Brian Morgan, Michael Wojcik
<b>ABSTAIN:</b>	Melissa Graner Johnson

6. Acquisition and Disposal of Interest in Real Property

*A draft version of the revised Acquisition and Disposal of Interest in Real Property policy was presented to the Board for review at its November 28, 2017 meeting. General Manager Mark Kotschevar stated that changes noted during that meeting were incorporated into the policy, and presented a final version for approval.*

*President Browning pointed out a typo in section 4 of the policy, where two dollar signs appear. Mr. Kotschevar replied that the extra dollar sign will be removed.*

*Board Member Michael Wojcik made a motion to approve the Acquisition and Disposal of Interest in Real Property policy, with the change.*

Resolution: Acquisition and Disposal of Interest in Real Property

*BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the*

**ACQUISITION AND DISPOSAL OF INTEREST IN REAL PROPERTY POLICY**



*Passed by the Public Utility Board of the City of Rochester, Minnesota, this 19th day of December, 2017.*

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Wojcik, Board Member
<b>SECONDER:</b>	Melissa Graner Johnson, Board Member
<b>AYES:</b>	Browning, Haskin, Johnson, Morgan, Wojcik

## 5. Board Liaison Reports

### 1. Index of Board Policies

*The Board had set a goal of revising as many of its outdated policies as possible in the 2017-2018 time frame. Having just approved the new Acquisition and Disposal of Interest in Real Property policy, General Manager Mark Kotschevar said the next policy in line for revision will be the Cold Weather Disconnect policy, as it makes sense to address it as we move further into the colder weather.*

*President Browning noted that the Board will plan on having the election of Board President at the January 30, 2018 meeting, as stated per the Board Organization policy. The Board is seeking to revise the policy to hold elections in May rather than in January, and has received approvals from the City Charter commission and Rochester City Council, but is currently in a 90-day waiting period. That approval is not expected to take place until March 2018, said President Browning. In May 2018, the Board can then elect a President, Vice President and Secretary.*

*President Browning proposed that a Board study session be held immediately following the February 20, 2018 Board meeting, to discuss rates. Mr. Kotschevar added that Mike Bull from the Center for Energy and Environment (CEE) has agreed to assist the utility in putting together a study white paper and will attend the study session. Mark Beauchamp, of Utility Financial Solutions, who prepared the RPU electric cost of service study, has agreed to work with Mr. Bull, and will also attend the study session. They will present an educational session on rate structure to the Board and staff, and then follow up with a public sharing session. President Browning asked the Board members to save a spot on their calendars for the study session.*

## 6. General Managers Report

General Manager Mark Kotschevar invited Board members to attend the West Side Energy Station employee open house planned for January 17, 2018. Transportation from RPU will be provided.

Mr. Kotschevar announced that interviews for the Director of Power Resources position will be held on January 3-4, 2018.

Mr. Kotschevar attended the Southern Minnesota Municipal Power Agency (SMMPA) Board Retreat, and shared that SMMPA is looking at the post-2030 time frame and what the financial implications will be without Rochester and Austin public utilities as members.



President Browning asked if there is an opportunity for RPU to work with Austin Public Utilities going forward. Mr. Kotschevar confirmed that RPU has already had many discussions with Austin about this. In other news, SMMPA is working with members in the smart meter arena and is researching ways to assist. SMMPA is also looking into incentive rates for the electrification of transportation and economic development. RPU does receive requests from manufacturing companies wanting to move to Rochester, said Mr. Kotschevar. Board Member Michael Wojcik asked if SMMPA is interested in the electrification of heating. Mr. Kotschevar replied that they are interested in all uses of kilowatt hours. Additionally, the SMMPA Board asked SMMPA to create an advertising sheet on all the good things they've done for renewables and sustainability in the state of Minnesota.

In other news, Mr. Kotschevar reported that RPU employees just completed training sessions on "Coaching the 7 Safety Habits," which works as a self-policing safety program. The utility will continue to look at ways to ingrain that safety practice, he said, in the hope that it will have a positive impact on the number of recordable injuries.

**7. Division Reports & Metrics**

**8. Other Business**

**9. Adjourn**

*The agenda and board packet for Utility Board meetings are available on-line at [www.rpu.org](http://www.rpu.org) and <http://rochestercitymn.igmp2.com/Citizens/Default.aspx>*

Submitted by:

\_\_\_\_\_  
Secretary

Approved by the Board

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

## ACCOUNTS PAYABLE

Meeting Date: 1/30/2018

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**SUBJECT: A/P Board listing**

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**PREPARED BY: Terri Engle**

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Please approve

# ROCHESTER PUBLIC UTILITIES

## A/P Board Listing By Dollar Range

For 12/09/2017 To 01/10/2018

Consolidated & Summarized Below 1,000

### Greater than 50,000 :

SOUTHERN MN MUNICIPAL POWER A	December SMMPA Bill	7,628,612.18
WESTSIDE ENERGY PARTNERS	Westside Energy Station (WES) Engineer Procurement Contract	2,887,656.85
WARTSILA NORTH AMERICA	Reciprocating Engines WES	1,565,804.69
MN DEPT OF REVENUE	November Sales & Use Tax	583,909.41
CITY OF ROCHESTER	Water Utility Share Costs 2017	304,662.93
CONSTELLATION NEWENERGY-GAS D	November Gas-SLP	176,475.87
SAP PUBLIC SERVICES INC	2018 SAP Enterprise Support	125,573.11
LEAGUE OF MN CITIES INS TRUST	2018 Commercial Auto & Gen Liab Insuranc	108,309.00
SMART ENERGY SYSTEMS LLC	Smart customer mobile subscription	106,152.53
CONSTELLATION NEWENERGY-GAS D	November Gas-CC	78,876.02
PUBLIC WORKS FINANCE DEPARTME	Water Main Construction Reimbursement	77,713.40
MN MUNICIPAL UTILITIES ASSN C	2018 MMUA Membership	67,044.00
MN DEPT OF HEALTH	Community Water Supply Fee Oct-Dec 2017	61,304.00
WESTSIDE ENERGY PARTNERS	Adjust/Increase Contract Retention for WES	58,107.51
<b>Price Range Total:</b>		<b>13,830,201.50</b>

### 5,000 to 50,000 :

S L CONTRACTING INC	Oakcliff Watermain Relocation	47,977.50
RSP ARCHITECTS LTD.	Service Center Expansion Project	47,952.50
CITY OF ROCHESTER	Water Utility Share Costs 2017	46,428.49
BILLTRUST dba	16-18 CC/Billing/Mailing/IVR Services	46,030.75
N HARRIS COMPUTER CORP	Cayenta Implementation Services	43,455.86
LEXMARK ENTERPRISE SOFTWARE U	2018 Perceptive Software Maintenance	41,907.97
DAKOTA SUPPLY GROUP	120-Luminaire, 108W LED, PC 120-277V, Gray	36,679.50
CLEMENTS CHEVROLET CADILLAC S	2018 Chevy Silverado 3500 (V611)	35,674.06
MN DEPT OF COMMERCE	OE FY 2018 Indirect Assessment	30,949.37
CLEMENTS CHEVROLET CADILLAC S	2018 Chevy Silverado 1500 (V612)Water~	30,922.13
TELVENT USA LLC	Cayenta/CIS Responder Interface	30,382.17
FRANKLIN ENERGY SERVICES LLC	2017 DSM / CIP Services	30,314.80
CITY OF ROCHESTER	Various Street Opening Repairs	30,168.03
GW ANDERSON & ASSOCIATES INC	Westside Energy Consulting	27,579.77
ULTEIG ENGINEERS INC	Cascade Creek Sub Transformer Replace	26,695.00
PEOPLES ENERGY COOPERATIVE (P	December Compensable	26,389.91
U S ALLIANCE GROUP	December Credit Card Processing Fees	25,583.57
WESCO DISTRIBUTION INC	1-Padmount Cap Bank Miracle Mile conv	25,458.00
SPARTA CONSULTING INC	2017-18 SAP Application Support~	25,280.00
MINNESOTA ENERGY RESOURCES CO	November Gas WES	24,425.69
THE ENERGY AUTHORITY INC	December TEA Resource Fee	22,220.72
STUART C IRBY CO INC	36-SL Pole, 25', Residential, 21' Mtg Ht	22,084.65
A & A ELECT & UNDERGROUND CON	Directional Boring and Related Services	21,498.20
GP DEVELOPMENT	Oversize Water Main Reimbursement	21,406.34
BLUESPIRE STRATEGIC MARKETING	2016 - 2019 RPU Plugged In Contract	20,853.00
OPEN ACCESS TECHNOLOGY	Web services webCompliance-Service Initi	20,840.63
VIKING ELECTRIC SUPPLY INC	600-Photocontrol, 120V-305V	20,520.00
MAYO FOUNDATION	CIP Conserve & Save Rebates-Custom	20,112.30
WESTSIDE ENERGY PARTNERS	Adjust/Increase Contract Retention for WES	19,493.14
RESCO	15-Arrester, 106kV, Station, W/ Ring, Poly	19,333.50
ALL SYSTEMS INSTALLATION dba	Westside cabling & fiber work	19,274.90
WRIGHT TREE SERVICE INC	2017 Hourly Tree Trimming~	19,139.27
ALL SYSTEMS INSTALLATION dba	Service Center expansion wiring	18,581.85
VERIZON WIRELESS	Overpmt to RPU-Reimburse Verizon	18,353.96
DAKOTA SUPPLY GROUP	60-Luminaire, 108W LED, PC 120-277V, Gray	18,339.75
BADGER METER INC (P)	120-HRE Badger M-25 100W Itron ERT Integral	17,922.00
BORDER STATES ELECTRIC SUPPLY	360-Meter, FM2S CL200 240V AMR	15,659.33

# **ROCHESTER PUBLIC UTILITIES**

## **A/P Board Listing By Dollar Range**

For 12/09/2017 To 01/10/2018

**Consolidated & Summarized Below 1,000**

59	GRAYBAR ELECTRIC COMPANY INC	12,060 ft-Fiber optic cable, 216 strand	15,527.13
60	GLOBAL TRAINING EDGE INC	Safety Coaching Training	15,336.68
61	CITY OF ROCHESTER	Workers Compensation Payments	14,693.09
62	CENTURY FENCE CO INC	Hydro sub fence install	14,640.00
63	NICKELSON PAINTING INC	Cascade Creek Tank Painting	14,193.00
64	VISION COMPANIES LLC (P)	Org Strategy	13,875.00
65	CPMI INC	Owner Rep Service Center Project	13,735.16
66	COMPUTER TASK GROUP INC	Project Coordinator for Cayenta Project	13,680.00
67	CENTURYLINK	2017 Monthly Telecommunications	13,629.24
68	SWENKE IMS CONTRACTING LLC	WES Watermain Connection	13,092.50
69	BBB DEVELOPMENT LLC	Oversize Water Main Reimbursement	12,913.67
70	LEAGUE OF MN CITIES INS TRUST	2018 Commercial Auto & Gen Liab Insuranc	12,842.00
71	SHI INTERNATIONAL CORP (P)	Professional Services Software Install	12,279.94
72	ULINE	WES Shop Tools & Supplies	12,205.13
73	BAKER TILLY VIRCHOW KRAUSE LL	2017 Audit Fees	12,012.00
74	MN PIPE & EQUIPMENT	340 ft-Pipe, DI, Push-on, 12.0	11,900.00
75	TEXAS OIL TECH LABORATORIES I	Natural Gas Sampling WES	11,884.22
76	CRESCENT ELECTRIC SUPPLY CO	4,560 ft-Conduit, PVC Sch 40, 5.00, 20' length	11,797.64
77	INSTRUMENTS & TECHNOLOGY INC	Power quality monitor	11,649.37
78	ALL SYSTEMS INSTALLATION dba	Security System Douglas Trail	11,589.06
79	TRUCKIN' AMERICA	Plow and tommy gate	10,113.00
80	MIDCONTINENT ISO INC	MISO J485 PGIA Study	10,000.00
81	DGR ENGINEERING dba	WES SCADA Interface	9,800.00
82	SPECTRUM REACH	Cold Weather Water Tips from Tony	9,408.00
83	SHERMAN & REILLY INC	Hydraulic Duct Dawg wire puller 2017	9,317.10
84	ALL SYSTEMS INSTALLATION dba	Westside solar array fiber install	9,295.99
85	WELLS FARGO BANK ACCT ANALYSI	2017 Banking Services	8,767.53
86	VIKING ELECTRIC SUPPLY INC	2,500 ft-Conduit, HDPE, 4.00, Empty, SDR 13.5	8,676.48
87	USIC LOCATING SERVICES INC	2017 Locating Services	8,602.80
88	TELVENT USA LLC	Working with Responder Training	8,286.00
89	BORDER STATES ELECTRIC SUPPLY	20-Meter, FM2S CL200 MRV 2-Way	8,211.21
90	BORDER STATES ELECTRIC SUPPLY	1-Capacitor Bank 600 kVar, Switched Comp.	8,185.00
91	SPECTRUM REACH	Run SolarChoice TV Spot	7,975.00
92	ROCHESTER PUBLIC SCHOOLS	CIP Conserve & Save Rebates-Cooling Equip	7,950.00
93	GRAYBAR ELECTRIC COMPANY INC	11,042 ft-Fiber Optic Cable, 96 Str., Jacketed	7,678.83
94	VERIZON WIRELESS	2017 Cell & Ipad Monthly Service	7,645.94
95	CHS ROCHESTER	December Fuel	7,617.15
96	CENTRAL MINNESOTA MUNICIPAL P	Capacity purchases from SMMPA	7,600.00
97	DECOOK EXCAVATING INC	Wall removal and rebuild	7,238.00
98	ACTION BATTERY WHOLESALERS IN	BUCC Battery Replacement	6,925.50
99	DAKOTA SUPPLY GROUP	30-Elbow, 15kV, 600A, NLB,750 AL Compr Str	6,300.00
100	EPLUS TECHNOLOGY INC	Integrated services router	6,215.00
101	MASTEC NORTH AMERICA INC	Joint Trench - USS 1212 171056	6,072.16
102	SPECTRUM REACH	Cold Weather water tips spots	5,976.00
103	EPLUS TECHNOLOGY INC	Professional Services WES Installation	5,906.84
104	ALL SYSTEMS INSTALLATION dba	Camera System License & Support Renewal	5,883.47
105	ADVANTAGE DIST LLC (P)	4,640 gal Urea, WES	5,752.44
106	PETERSON WELL DRILLING INC	Well Closing SLP	5,265.00
107	VIVID LEARNING SYSTEMS INC	EWT and Utility CBT Courses	5,236.88
108	ELITE CARD PAYMENT CENTER	Phil Teng, SANSRegistration	5,130.00
109	VERTEX US HOLDINGS INC	Consulting Services for Data Migration	5,082.50
110	AFFILIATED GROUP INC	2017 Collections/Delinquent Services	5,072.50
111	POWER SYSTEMS ENGINEERING INC	Substation Siting Study	5,009.80
112	MCCAULEY SEAN	CIP Conserve & Save Rebates-Renewables	5,000.00
113	TEXPAR ENERGY	CIP Conserve & Save Rebates-Renewables	5,000.00
114	PITNEY BOWES 10041747 RESERVE	Prepaid postage	5,000.00
115			
116		<b>Price Range Total:</b>	<b>1,536,559.56</b>
117			

Attachment: AP Board CrMo (8461 : A/P Board listing)

# ROCHESTER PUBLIC UTILITIES

## A/P Board Listing By Dollar Range

For 12/09/2017 To 01/10/2018

Consolidated & Summarized Below 1,000

### 1,000 to 5,000 :

118			
119			
120	BILLTRUST dba	Update text on utility invoice:use tax/bill	4,944.00
121	ADVANTEC COMPUTER COMPANY dba	3-Ethernet switch	4,800.00
122	TWIN CITY SECURITY INC	2017 Security Services	4,727.16
123	QUARRY HILL NATURE CENTER	CIP Conserve & Save Rebates-Renewables	4,700.00
124	BADGER METER INC (P)	120-Meter, Bare 5/8x3/4" Badger Disc	4,696.80
125	JENNINGS, STROUSS & SALMON PL	Legal Fees FERC/MISO	4,682.00
126	WALKER WILLIAM	CIP Conserve & Save Rebates-Renewables	4,650.00
127	MISSISSIPPI WELDERS SUPPLY CO	1-Welding fume extractor	4,545.00
128	ADVANTAGE DIST LLC (P)	500 gal-Glycol w/Additive, WES	4,333.78
129	BARR ENGINEERING COMPANY (P)	2017 Annual Lake Zumbro Dam Inspection	4,184.43
130	AMWA	2018 Dues	4,056.00
131	CHS ROCHESTER	December Fuel	4,001.67
132	MCWANE INC	Freight for 24 poles that were delivered	3,985.80
133	STUART C IRBY CO INC	3-Trans, PM, 1ph, 37.5kVA,13.8/8,240/120	3,945.00
134	TRIPWIRE INC	Consultant Travel Expenses	3,901.34
135	MINNESOTA ENERGY RESOURCES CO	November Gas-SLP	3,842.97
136	PETERSON WELL DRILLING INC	Well Sealing SLP Unique	3,820.00
137	ROCH AREA CHAMBER OF COMMERCE	RPU Sponsorship-Day at the Capitol, Community Matters	3,800.00
138	EPLUS TECHNOLOGY INC	Smartnet 48 port maintenance	3,770.55
139	MASTEC NORTH AMERICA INC	USS-1212-171056 Mayowood Hills So 4	3,644.83
140	KAUTZ TRAILER SALES dba	40 Ft Shipping Container for WES	3,633.75
141	TRANSMISSION ACCESS POLICY ST	2018 Membership Dues	3,500.00
142	BADGER METER INC (P)	24-Meter, Bare 1" Badger Disk	3,487.37
143	STUART C IRBY CO INC	50-Mast Arm, Residential LED, Extension	3,473.44
144	SOUND AND MEDIA SOLUTIONS	PA system relocation	3,377.25
145	SHI INTERNATIONAL CORP (P)	2017 K Box Enterprise Support & Maint	3,258.57
146	QUANTITATIVE MARKET INTELLIGE	2017 Qtly Customer Satisfaction Survey	3,206.25
147	MISSISSIPPI WELDERS SUPPLY CO	1-Arc welder, 110V	3,205.91
148	S L CONTRACTING INC	Fine grade and hydro seed-	3,173.00
149	WESCO DISTRIBUTION INC	3-Ground thaw blanket, 3' x 10'	3,084.60
150	MN PIPE & EQUIPMENT	1-Hydrant, 8 ft	3,043.00
151	NORTH AMERICAN ENERGY MARKETS	2018 Annual NAEMA Membership Dues	3,000.00
152	ULTEIG ENGINEERS INC	WES relay RTAC programming	2,975.00
153	BANKS JOSHUA C	CS lobby/St Marys tower/Westside sub/SLP	2,832.19
154	BORDER STATES ELECTRIC SUPPLY	Electrical Upgrade - Hydro	2,808.90
155	POWER MONITORS INC	2 -3 phase monitoring unit	2,800.00
156	PITNEY BOWES GLOBAL FIN SVCS	Insertor and Mailing System Lease	2,759.65
157	MINNESOTA ENERGY RESOURCES CO	Monthly billing - Natural Gas - SC	2,739.68
158	CONSOLIDATED COMMUNICATIONS d	17-19 Network and Collocation Services	2,705.23
159	SIDE EFFECTS INC	Advertising Mayo Scoreboard (3 yrs)	2,700.00
160	BARR ENGINEERING COMPANY (P)	Wellhead protection plan amendment	2,673.00
161	ACTION BATTERY WHOLESALERS IN	BUCC Battery Replacement	2,616.30
162	ALL SYSTEMS INSTALLATION dba	SC Hold Up Lights	2,557.52
163	OUR SAVIORS LUTHERAN CHURCH	CIP Conserve & Save Rebates-Lighting	2,540.00
164	POWER MONITORS INC	2-Slim flexible CT	2,530.00
165	VIKING ELECTRIC SUPPLY INC	1,760 ft-Conduit, PVC Sch 40, 3.00	2,521.38
166	VIKING ELECTRIC SUPPLY INC	200-Meter Hub Close Off Plate	2,496.60
167	LAWSON PRODUCTS INC (P)	misc tools (wrench, screwdrivers etc)	2,483.17
168	GRAINGER INC	2 safety cabinets	2,399.13
169	ELITE CARD PAYMENT CENTER	Safety Training Bob & Todd	2,350.00
170	MINNESOTA ADULT & TEENS	CIP Conserve & Save Rebates-High Eff Toilets	2,350.00
171	CLEMENTS CHEVROLET CADILLAC S	Tax, License and Registration(V611)	2,305.00
172	SOMA CONSTRUCTION INC	crushed concrete for excavation backfill	2,293.21
173	ADVANCED DISPOSAL SVC SOLID W	2017 Waste Removal Services - SC	2,271.23
174	NETWORKFLEET INC	2017 Monthly Charge - GPS Fleet Tracking	2,257.65
175	BAKER TILLY VIRCHOW KRAUSE LL	2017 FERC Review	2,240.00
176	ROCH AREA CHAMBER OF COMMERCE	RPU Sponsorship-STEAM Summit and MLK Breakfast	2,200.00

Attachment: AP Board CrMo (8461 : A/P Board listing)

# **ROCHESTER PUBLIC UTILITIES**

## **A/P Board Listing By Dollar Range**

For 12/09/2017 To 01/10/2018

Consolidated & Summarized Below 1,000

177	MIDWEST RENEWABLE ENERGY TRAC	MRETS Subscription Fees	2,200.00
178	HIRN RANDY	CIP Conserve & Save Rebates-Renewables	2,160.00
179	MASTEC NORTH AMERICA INC	Installation of streetlihg poles - USS-1	2,142.50
180	BORDER STATES ELECTRIC SUPPLY	Meter, FM9S With Ethernet	2,137.50
181	DAKOTA SUPPLY GROUP	3750 ft-Conduit, HDPE, 1.50, Empty, Orange	2,100.00
182	CITY OF ROCHESTER	Concrete repairs	2,087.48
183	AMAZON.COM	4-Transition Network Stand Alone Media C	2,058.11
184	WESCO DISTRIBUTION INC	2-Metal Sec. Encl, 3ph, 30"x78"x22" 600Amp	2,050.00
185	VIKING ELECTRIC SUPPLY INC	500-Tape, Vinyl, .750" x 66' 3M Super +66	2,003.91
186	PW POWER SYSTEMS INC	GT2 - Parts	2,002.33
187	BADGER METER INC (P)	3-Meter, Bare 2" Badger T-200 Round Flange	2,002.32
188	BADGER METER INC (P)	12-HRE Badger M-70 100W Itron ERT Integral	1,977.60
189	INSTY PRINTS ROCHESTER (P)	50,000-note pads	1,875.41
190	STUART C IRBY CO INC	Conn, Trans, 1/0-1000, 6-Tap, Bare	1,851.00
191	WESCO DISTRIBUTION INC	Term, Stress C. 15kV, 500-750 MCM, C.S	1,780.20
192	BADGER METER INC (P)	Meter, Bare 1" Badger Disk	1,743.69
193	ELITE CARD PAYMENT CENTER	Oil for WES	1,726.22
194	CENTER FOR ENERGY AND ENVIRON	Rate Design Proposal	1,725.00
195	SOLARWINDS INC	2018-21 Kiwi Syslog Server & Toolset	1,696.11
196	TABORDA SOLUTIONS INC	Desktop License	1,694.92
197	ULTEIG ENGINEERS INC	CO WES RTAC debug	1,675.00
198	ALATUS ROCHESTER I LLC	Customer Refunds 300000698735-due to overpayment	1,667.23
199	D P C INDUSTRIES INC	2017 Chlorine, 150 lb Cyl	1,666.50
200	MIDCONTINENT ISO INC	December MISO Charges	1,627.49
201	MN PIPE & EQUIPMENT	Valve, Gate, MJ, 12.0	1,611.11
202	MN PIPE & EQUIPMENT	Valve, Gate, MJ, 8.0	1,603.82
203	CDW GOVERNMENT INC	KVM Console, 17"	1,600.00
204	ONLINE INFORMATION SERVICES I	2017 Utility Exchange Report	1,557.12
205	WORKING PERSONS STORE	36-Face Mask, FR	1,539.00
206	BARR ENGINEERING COMPANY (P)	Floating boom construction study	1,529.08
207	JOHNSON PRINTING CO INC	Print 2018 Electric Efficiency Rebate Ap	1,511.64
208	ELITE CARD PAYMENT CENTER	2 Tool Chests-WES	1,509.43
209	WINKELS ELECTRIC INC	Service Modifications 10 St NE	1,500.00
210	ELITE CARD PAYMENT CENTER	Mach Assembly	1,497.07
211	PW POWER SYSTEMS INC	Actuator brake kit	1,496.90
212	VIKING ELECTRIC SUPPLY INC	Luminaire, Rental, LED, 30-50W, 120V	1,496.25
213	MISSISSIPPI WELDERS SUPPLY CO	Belt sander	1,495.00
214	GRAINGER INC	Electrical cords for WES	1,491.95
215	PROCESS MEASUREMENT CO	Test Equipment Calibration	1,469.53
216	BORDER STATES ELECTRIC SUPPLY	Tools - Westside // ABE	1,465.39
217	PETERSON WELL DRILLING INC	Well Sealing Monitor Well	1,445.00
218	ALL SYSTEMS INSTALLATION dba	Phone & low Voltage work at SC NW Gate	1,442.00
219	WESCO DISTRIBUTION INC	Ground thaw blanket, 3' x 4'	1,437.20
220	D P C INDUSTRIES INC	2017 Carus 8500 Aqua Mag F35	1,430.80
221	ELITE CARD PAYMENT CENTER	Tools WES	1,407.79
222	ELITE CARD PAYMENT CENTER	JQuandt,TStMarie,SLaugen MMUA Conference	1,395.00
223	MISSISSIPPI WELDERS SUPPLY CO	Calib. Gases & Associated Svcs-CCGT	1,382.84
224	LIFELINE INCORPORATED	Zoll AED Plus	1,350.00
225	BARR ENGINEERING COMPANY (P)	Consulting services for Wellhead protect	1,338.96
226	STUART C IRBY CO INC	2017 Rubber Goods Testing & Replacement	1,329.36
227	U S POSTMASTER	2018 Annual Caller Service	1,300.00
228	ELITE CARD PAYMENT CENTER	Travel, TBenson, Digital Sumitt, Confere	1,295.00
229	ELITE CARD PAYMENT CENTER	Tool Box WES	1,293.18
230	ASI SIGNAGE INNOVATIONS dba	Sign for solar in front of SC	1,286.45
231	MINNESOTA ENERGY RESOURCES CO	November Gas-CC	1,282.32
232	CITY OF ROCHESTER	Workers Compensation Fees	1,282.00
233	CLIFTONLARSONALLEN LLP	Annual Cyber Security Training	1,256.18
234	STUART C IRBY CO INC	Trans, PM, 1ph, 15kVA, 13.8/8, 240/120	1,231.00
235	STEVE BENNING ELECTRIC	Site 13 - install new transfer switch &	1,211.40

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# ROCHESTER PUBLIC UTILITIES

## A/P Board Listing By Dollar Range

For 12/09/2017 To 01/10/2018

Consolidated & Summarized Below 1,000

236	BORDER STATES ELECTRIC SUPPLY	Fuselink, 100E, SMU-20	1,200.33
237	MISSISSIPPI WELDERS SUPPLY CO	Drill press, 12 speed, 1HP	1,200.00
238	MISSISSIPPI WELDERS SUPPLY CO	Mig welder, 115/230V	1,179.00
239	D P C INDUSTRIES INC	2017 Hydrofluorosilicic Acid - Delivered	1,178.33
240	VIKING ELECTRIC SUPPLY INC	3-LED 102W Wall mount refractive lens	1,178.29
241	KAHLER HOSPITALITY GROUP	Customer Refunds 500000511523-due to overpayment	1,174.92
242	BARR ENGINEERING COMPANY (P)	Roch Groundwater Model Update	1,167.00
243	VERTICAL LIMIT CONSTRUCTION L	1/24-mobilization & labor	1,154.25
244	EPLUS TECHNOLOGY INC	2014-2017 Total Care Support	1,135.00
245	STUART C IRBY CO INC	Trans, PM, 1ph, 25kVA, 13.8/8, 240/120	1,131.00
246	MN PIPE & EQUIPMENT	Retainer Gland, 12.0 DI	1,116.25
247	ROCHESTER ARMORED CAR CO INC	2017 Pick Up Services	1,104.40
248	MN PIPE & EQUIPMENT	Valve, Gate, MJ, 6.0	1,104.00
249	S L CONTRACTING INC	replace sidewalk panels - 6342 Fairway D	1,100.00
250	STUART C IRBY CO INC	Leather Glove Protector 10.0	1,092.69
251	BAIER GERALD	2017 Sweeping Services Jan-December	1,090.13
252	MN PIPE & EQUIPMENT	Valve box	1,085.00
253	ROYAL TIRE INC	Repair/Replace Tires-Matls	1,067.81
254	HALO BRANDED SOLUTIONS	Titleist velocity // TB	1,054.54
255	BARR ENGINEERING COMPANY (P)	Wellhead protection amendment	1,053.00
256	K A A L TV LLC	Cold Weather Water Tips from Tony 11/27-	1,025.00
257			
258		<b>Price Range Total:</b>	306,890.54
259			

### **0 to 1,000 :**

262	ELITE CARD PAYMENT CENTER	Summarized transactions: 87	19,658.58
263	REBATES	Summarized transactions: 82	18,557.84
264	EXPRESS SERVICES INC	Summarized transactions: 28	18,106.75
265	MN PIPE & EQUIPMENT	Summarized transactions: 40	9,236.30
266	AMAZON.COM	Summarized transactions: 29	6,342.28
267	Customer Refunds (CIS)	Summarized transactions: 70	6,112.49
268	AMARIL UNIFORM COMPANY	Summarized transactions: 45	6,008.05
269	VIKING ELECTRIC SUPPLY INC	Summarized transactions: 58	5,866.75
270	CINTAS CORP	Summarized transactions: 72	5,720.77
271	U S A SAFETY SUPPLY	Summarized transactions: 36	4,653.75
272	BORDER STATES ELECTRIC SUPPLY	Summarized transactions: 17	4,354.17
273	WESCO DISTRIBUTION INC	Summarized transactions: 9	3,795.80
274	JOHNSON HARDWARE CO LLC	Summarized transactions: 19	3,705.00
275	STUART C IRBY CO INC	Summarized transactions: 21	3,669.42
276	GRAINGER INC	Summarized transactions: 23	3,493.63
277	JOHNSON PRINTING CO INC	Summarized transactions: 14	3,392.23
278	CITY OF ROCHESTER	Summarized transactions: 34	2,574.98
279	MCMASTER CARR SUPPLY COMPANY	Summarized transactions: 29	2,530.65
280	CRESCENT ELECTRIC SUPPLY CO	Summarized transactions: 25	2,468.61
281	BOLTON AND MENK (P)	Summarized transactions: 3	2,411.00
282	STEVE BENNING ELECTRIC	Summarized transactions: 8	2,377.00
283	HALO BRANDED SOLUTIONS	Summarized transactions: 15	2,254.70
284	GARCIA GRAPHICS INC	Summarized transactions: 24	2,146.82
285	ROCH PLUMBING & HEATING CO IN	Summarized transactions: 5	1,996.70
286	CLAREY'S SAFETY EQUIPMENT dba	Summarized transactions: 10	1,968.41
287	EPLUS TECHNOLOGY INC	Summarized transactions: 8	1,809.68
288	MISSISSIPPI WELDERS SUPPLY CO	Summarized transactions: 21	1,742.90
289	INNOVATIVE OFFICE SOLUTIONS L	Summarized transactions: 20	1,739.52
290	LAWSON PRODUCTS INC (P)	Summarized transactions: 12	1,695.15
291	AUTHORIZE.NET	Summarized transactions: 2	1,686.15
292	RESCO	Summarized transactions: 9	1,678.30
293	POMPS TIRE SERVICE INC	Summarized transactions: 4	1,625.34
294	ELITE CARD PAYMENT CENTER	Summarized transactions: 8	1,558.03



# **ROCHESTER PUBLIC UTILITIES**

## **A/P Board Listing By Dollar Range**

For 12/09/2017 To 01/10/2018

**Consolidated & Summarized Below 1,000**

295	ALL SYSTEMS INSTALLATION dba	Summarized transactions: 3	1,543.50
296	GRAYBAR ELECTRIC COMPANY INC	Summarized transactions: 6	1,540.47
297	FASTENAL COMPANY	Summarized transactions: 31	1,526.78
298	ZIEGLER INC	Summarized transactions: 6	1,494.05
299	FIRST CLASS PLUMBING & HEATIN	Summarized transactions: 5	1,491.12
300	JOHNSON PRINTING CO INC	Summarized transactions: 5	1,414.77
301	PROCESS MEASUREMENT CO	Summarized transactions: 4	1,410.20
302	METRO SALES INC	Summarized transactions: 2	1,395.74
303	POWER MONITORS INC	Summarized transactions: 9	1,386.87
304	CLEMENTS CHEVROLET CADILLAC S	Summarized transactions: 4	1,339.00
305	ADVANCE AUTO PARTS	Summarized transactions: 31	1,338.64
306	U S A SAFETY SUPPLY	Summarized transactions: 2	1,236.50
307	ARNOLDS SUPPLY & KLEENIT CO (	Summarized transactions: 12	1,176.75
308	PW POWER SYSTEMS INC	Summarized transactions: 11	1,154.27
309	INSTRUMENTS & TECHNOLOGY INC	Summarized transactions: 6	1,138.22
310	CITY OF ROCHESTER	Summarized transactions: 7	1,105.56
311	SUTTON JEREMY	Summarized transactions: 7	1,098.20
312	BARR ENGINEERING COMPANY (P)	Summarized transactions: 2	1,071.00
313	CENTURYLINK	Summarized transactions: 5	1,062.48
314	BADGER METER INC (P)	Summarized transactions: 13	1,059.36
315	BERRY PLASTICS CORPORATION	Summarized transactions: 3	1,055.95
316	ALTEC INDUSTRIES INC	Summarized transactions: 6	1,014.38
317	K & S HEATING & AIR COND INC	Summarized transactions: 2	1,013.86
318	NAPA AUTO PARTS (P)	Summarized transactions: 7	1,010.79
319	MESA PRODUCTS INC	Summarized transactions: 8	993.92
320	OPEN ACCESS TECHNOLOGY	Summarized transactions: 1	987.05
321	ALDEN POOL & MUNICIPAL SUPPLY	Summarized transactions: 11	961.65
322	ATKINSON JEFF	Summarized transactions: 1	951.07
323	MINNESOTA ENERGY RESOURCES CO	Summarized transactions: 4	937.84
324	JACKSON SIDNEY	Summarized transactions: 6	933.46
325	THOMPSON GARAGE DOOR CO INC	Summarized transactions: 2	931.24
326	SPECTRUM REACH	Summarized transactions: 1	915.00
327	TWIN CITY SECURITY INC	Summarized transactions: 1	914.94
328	DAKOTA SUPPLY GROUP	Summarized transactions: 1	903.00
329	HACH COMPANY	Summarized transactions: 5	885.15
330	MATCO TOOLS	Summarized transactions: 2	864.35
331	STEVE BENNING ELECTRIC	Summarized transactions: 4	860.00
332	ADVANCED DISPOSAL SVC SOLID W	Summarized transactions: 1	851.66
333	ON SITE SANITATION INC	Summarized transactions: 2	844.39
334	KROC FM/AM	Summarized transactions: 4	816.00
335	TCIC INC	Summarized transactions: 3	814.39
336	CAL-TEX ELECTRIC INC	Summarized transactions: 1	800.00
337	KIMLEY HORN AND ASSOCIATES IN	Summarized transactions: 1	787.96
338	AGRICULTURAL WEATHER INFO SER	Summarized transactions: 2	780.00
339	DZUBAY TONY	Summarized transactions: 4	768.94
340	CRW ARCHITECTURE + DESIGN GRO	Summarized transactions: 2	760.00
341	A & A ELECT & UNDERGROUND CON	Summarized transactions: 2	735.00
342	ROCH TOOL & DIE INC	Summarized transactions: 1	721.41
343	SCHLINK WALTER	Summarized transactions: 5	708.28
344	DAVIES PRINTING COMPANY INC	Summarized transactions: 2	684.55
345	ROBERT B HILL CO INC	Summarized transactions: 11	682.94
346	SUPERIOR COMPANIES OF MINNESO	Summarized transactions: 1	675.00
347	THOMAS TOOL & SUPPLY INC	Summarized transactions: 4	670.48
348	PEOPLES ENERGY COOPERATIVE	Summarized transactions: 2	659.41
349	G A ERNST & ASSOCIATES INC	Summarized transactions: 4	658.00
350	CINTAS CORP	Summarized transactions: 4	654.48
351	CHS ROCHESTER	Summarized transactions: 4	652.65
352	ZEE MEDICAL SERVICE INC (P)	Summarized transactions: 4	651.10
353	STURM DANNY K	Summarized transactions: 1	650.00

Attachment: AP Board CrMo (8461 : A/P Board listing)

# **ROCHESTER PUBLIC UTILITIES**

## **A/P Board Listing By Dollar Range**

For 12/09/2017 To 01/10/2018

**Consolidated & Summarized Below 1,000**

354	MENARDS ROCHESTER NORTH	Summarized transactions: 8	648.32
355	POWER DELIVERY PROGRAM INC	Summarized transactions: 3	642.36
356	SCHUMACHER ELEVATOR COMPANY	Summarized transactions: 1	641.25
357	BERK - TEL COMMUNICATIONS INC	Summarized transactions: 2	637.94
358	PRO IMAGE PROMOTIONS AND APPA	Summarized transactions: 4	630.19
359	MCNEILUS STEEL INC	Summarized transactions: 1	628.51
360	FEDEX FREIGHT INC	Summarized transactions: 2	621.13
361	ASPLUNDH TREE EXPERT CO INC (	Summarized transactions: 1	606.11
362	FEDEX SHIPPING	Summarized transactions: 18	584.12
363	TRIPWIRE INC	Summarized transactions: 8	580.87
364	SOMA CONSTRUCTION INC	Summarized transactions: 1	575.32
365	PAAPE ENERGY SERVICE INC	Summarized transactions: 2	573.97
366	SEEME PRODUCTIONS LLC	Summarized transactions: 1	570.00
367	TABORDA SOLUTIONS INC	Summarized transactions: 1	560.62
368	REINDERS INC	Summarized transactions: 1	549.35
369	ZIEGLER INC	Summarized transactions: 1	539.28
370	FRONTIER	Summarized transactions: 2	533.64
371	VARIDESH LLC	Summarized transactions: 2	529.03
372	EO JOHNSON CO INC	Summarized transactions: 2	512.94
373	MENARDS ROCHESTER SOUTH	Summarized transactions: 2	508.50
374	NU-TELECOM dba	Summarized transactions: 1	500.40
375	GATEWAY	Summarized transactions: 1	500.00
376	USA BLUE BOOK DBA	Summarized transactions: 5	486.52
377	CULVER COMPANY INC	Summarized transactions: 2	475.06
378	A T & T	Summarized transactions: 1	465.74
379	ITRON INC	Summarized transactions: 1	459.00
380	AMERICAN PAYMENT CENTER	Summarized transactions: 1	446.56
381	FASTENAL COMPANY	Summarized transactions: 3	442.93
382	INSTITUTE FOR ENVIRONMENTAL	Summarized transactions: 1	420.00
383	POST BULLETIN CO	Summarized transactions: 5	413.34
384	NORTHERN / BLUETARP FINANCIAL	Summarized transactions: 3	413.25
385	SWANSON FLO SYSTEMS CO	Summarized transactions: 2	406.13
386	T E C INDUSTRIAL INC	Summarized transactions: 4	400.26
387	RONCO ENGINEERING SALES INC	Summarized transactions: 4	400.02
388	HAWKINS INC	Summarized transactions: 6	393.22
389	VIKING ELECTRIC SUPPLY INC	Summarized transactions: 4	385.13
390	TRUCKIN' AMERICA	Summarized transactions: 2	380.42
391	MEIXNER MELISSA	Summarized transactions: 4	378.76
392	SCHAD TRACY SIGNS INC	Summarized transactions: 1	368.72
393	DYNAMIC RECYCLING	Summarized transactions: 2	358.38
394	ST MARIE THOMAS	Summarized transactions: 2	351.52
395	LAUGEN STEVE	Summarized transactions: 2	351.52
396	QUANDT JARED	Summarized transactions: 2	351.52
397	COOK STEVEN J	Summarized transactions: 3	349.98
398	ADVANTAGE DIST LLC (P)	Summarized transactions: 3	348.31
399	CANNON ELECTRIC MOTOR dba	Summarized transactions: 2	344.29
400	BOWMANS SAFE & LOCK SHOP LTD	Summarized transactions: 2	340.17
401	ULINE	Summarized transactions: 3	338.10
402	GLOBAL TRAINING EDGE INC	Summarized transactions: 1	336.16
403	K Y B A FM	Summarized transactions: 1	336.00
404	ADVANTEC COMPUTER COMPANY dba	Summarized transactions: 1	330.00
405	AMERICAN ENGINEERING TESTING	Summarized transactions: 1	330.00
406	CENTURYLINK	Summarized transactions: 1	325.95
407	MINNESOTA BACKFLOW SERVICES L	Summarized transactions: 1	318.75
408	PEOPLES ENERGY COOPERATIVE	Summarized transactions: 1	315.94
409	MEGGER (P)	Summarized transactions: 3	315.92
410	CURVATURE INC	Summarized transactions: 2	299.26
411	MN SUPPLY COMPANY INC	Summarized transactions: 2	299.21
412	GARCIA GRAPHICS INC	Summarized transactions: 4	291.50

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# **ROCHESTER PUBLIC UTILITIES**

## **A/P Board Listing By Dollar Range**

For 12/09/2017 To 01/10/2018

Consolidated & Summarized Below 1,000

413	KOSHIRE LARRY J	Summarized transactions: 3	290.01
414	TEREX UTILITIES INC	Summarized transactions: 5	286.87
415	GUNDERSON BRADLEY	Summarized transactions: 2	285.00
416	FRANZ REPROGRAPHICS INC	Summarized transactions: 4	282.80
417	ACTION BATTERY WHOLESALERS IN	Summarized transactions: 2	282.58
418	MSC INDUSTRIAL SUPPLY CO INC	Summarized transactions: 2	270.09
419	RIESS DANIEL	Summarized transactions: 1	270.00
420	WRIGHTS SMALL ENGINE SERVICE	Summarized transactions: 1	261.64
421	BOB GANDER PLUMBING & HEATING	Summarized transactions: 1	260.50
422	ALTERNATIVE TECHNOLOGIES INC	Summarized transactions: 1	260.00
423	GOPHER STATE ONE CALL	Summarized transactions: 1	259.20
424	GOPHER STATE ONE CALL	Summarized transactions: 1	259.20
425	GREAT RIVER ENERGY	Summarized transactions: 1	256.63
426	KRONEBUSCH JESSICA	Summarized transactions: 5	255.82
427	ULTEIG ENGINEERS INC	Summarized transactions: 1	247.50
428	VANCO SERVICES LLC	Summarized transactions: 2	228.28
429	THOMAS TOOL & SUPPLY INC	Summarized transactions: 1	227.89
430	LANGUAGE LINE SERVICES INC	Summarized transactions: 1	217.95
431	SEMA	Summarized transactions: 1	207.60
432	JEFF LARSON	Summarized transactions: 1	203.30
433	VERIZON WIRELESS	Summarized transactions: 2	191.28
434	KYLLO TODD	Summarized transactions: 1	187.00
435	CORE & MAIN LP (P)	Summarized transactions: 2	182.43
436	ROYAL TIRE INC	Summarized transactions: 2	177.37
437	WORKING PERSONS STORE	Summarized transactions: 5	175.61
438	REBATES	Summarized transactions: 4	175.00
439	INTERSTATE MOTOR TRUCKS INC	Summarized transactions: 2	171.82
440	RONCO ENGINEERING SALES INC	Summarized transactions: 3	167.02
441	WERNER ELECTRIC SUPPLY	Summarized transactions: 8	161.61
442	JOHNSTONE SUPPLY	Summarized transactions: 1	160.26
443	NALCO COMPANY	Summarized transactions: 2	154.25
444	FORSTNER JAY	Summarized transactions: 1	142.50
445	KLUG JERROD	Summarized transactions: 1	142.50
446	MOORE RYAN	Summarized transactions: 1	142.50
447	KELLER TOM A JR	Summarized transactions: 1	142.50
448	CLEMENTS CHEVROLET CADILLAC S	Summarized transactions: 2	141.75
449	MINOGUE PETER	Summarized transactions: 2	140.40
450	STATE OF MINNESOTA	Summarized transactions: 3	140.00
451	CENTER FOR ENERGY AND ENVIRON	Summarized transactions: 1	137.87
452	CORPORATE WEB SERVICES INC	Summarized transactions: 1	135.00
453	MEYER BORGMAN & JOHNSON INC	Summarized transactions: 1	135.00
454	CULLIGAN OF ROCHESTER INC	Summarized transactions: 2	132.40
455	NEWARK	Summarized transactions: 6	125.90
456	HY VEE	Summarized transactions: 3	119.85
457	JOHNSON CARY	Summarized transactions: 1	118.27
458	CONNEY SAFETY PRODUCTS LLC	Summarized transactions: 3	116.93
459	GILLUND ENTERPRISES	Summarized transactions: 2	115.51
460	CHESNEY JAMES	Summarized transactions: 2	115.30
461	TOTAL TOOL SUPPLY INC (P)	Summarized transactions: 3	114.35
462	LIFELINE INCORPORATED	Summarized transactions: 2	113.92
463	CDW GOVERNMENT INC	Summarized transactions: 1	110.00
464	SOUND AND MEDIA SOLUTIONS	Summarized transactions: 1	106.88
465	POWERMATION DIVISON	Summarized transactions: 2	106.35
466	POWER PROCESS EQUIPMENT INC (	Summarized transactions: 2	105.35
467	BENSON ANTHONY	Summarized transactions: 1	104.86
468	PROPERTY RECORDS OLMSTED COUN	Summarized transactions: 2	92.00
469	LORTON DATA INC	Summarized transactions: 1	90.58
470	HATHAWAY TREE SERVICE INC	Summarized transactions: 1	90.00
471	XPO LOGISTICS FREIGHT INC	Summarized transactions: 1	89.53

Attachment: AP Board CrMo (8461 : A/P Board listing)

# **ROCHESTER PUBLIC UTILITIES**

## **A/P Board Listing By Dollar Range**

For 12/09/2017 To 01/10/2018

**Consolidated & Summarized Below 1,000**

472	TUPPER MATTHEW	Summarized transactions: 1	85.50
473	SLEEPY EYE TELEPHONE CO	Summarized transactions: 1	84.76
474	HARRINGTON INDUSTRIAL PLASTIC	Summarized transactions: 2	82.76
475	THRONDSO OIL & LP GAS CO	Summarized transactions: 1	82.16
476	BLUESPIRE STRATEGIC MARKETING	Summarized transactions: 1	73.51
477	GOODIN COMPANY	Summarized transactions: 4	72.88
478	KRUSE LUMBER	Summarized transactions: 2	65.85
479	MENARDS ROCHESTER NORTH	Summarized transactions: 3	65.80
480	STILLER NEIL	Summarized transactions: 2	59.01
481	JOHN HENRY FOSTER MN INC	Summarized transactions: 3	52.60
482	EDINALARM INC	Summarized transactions: 1	48.00
483	TOKAY SOFTWARE	Summarized transactions: 1	47.03
484	DAKOTA SUPPLY GROUP	Summarized transactions: 1	46.55
485	GOODIN COMPANY	Summarized transactions: 2	44.96
486	CENTRAL FINANCE OLMSTED COUNT	Summarized transactions: 1	36.75
487	MCMASTER CARR SUPPLY COMPANY	Summarized transactions: 3	35.61
488	DELL MARKETING LP	Summarized transactions: 2	35.09
489	A T & T MOBILITY	Summarized transactions: 1	25.68
490	MINNESOTA ENERGY RESOURCES CO	Summarized transactions: 1	23.09
491	D P C INDUSTRIES INC	Summarized transactions: 1	21.30
492	KRUSE LUMBER	Summarized transactions: 1	20.25
493	BLEVINS JAN	Summarized transactions: 1	20.00
494	OSWEILER TODD	Summarized transactions: 1	19.26
495	FEDEX SHIPPING	Summarized transactions: 2	18.45
496	SHERWIN WILLIAMS CO	Summarized transactions: 2	15.23
497	TOWNE MELANI	Summarized transactions: 1	15.19
498	ROCH AREA BUILDERS INC	Summarized transactions: 1	15.00
499	MISTER CARWASH	Summarized transactions: 1	12.65
500	PAULS LOCK & KEY SHOP INC	Summarized transactions: 1	10.69
501	FLEETPRIDE INC	Summarized transactions: 1	10.46
502	MISSISSIPPI WELDERS SUPPLY CO	Summarized transactions: 1	9.97
503	ARROW ACE HARDWARE-ST PETER	Summarized transactions: 1	6.54
504	ARROW ACE HARDWARE-ST PETER	Summarized transactions: 1	5.99
505			
506		<b>Price Range Total:</b>	253,175.99
507			
508		<b>Grand Total:</b>	15,926,827.59

**Attachment: AP Board CrMo (8461 : A/P Board listing)**



## RESOLUTION

WHEREAS, Mr. Terry Adkins has diligently served as legal counsel to the Utility Board since 1990 in matters including contracts, real property, employment law, FERC, environmental permitting, service territory, data practices, open meetings, as well as many others,

WHEREAS, Mr. Adkins has been a valuable asset and has contributed substantially to the well-being of Rochester Public Utilities and the local citizens by his leadership, experience, and trustworthy advice to the Utility, and

WHEREAS, Rochester has benefited from the steady guidance and principled leadership of people like Mr. Adkins who believe in municipal ownership, and

NOW, THEREFORE BE IT RESOLVED, that the Rochester Public Utility Board wishes to recognize and thank Mr. Adkins for his leadership, many talents, commitment to excellence and service to the Board and community.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 30<sup>th</sup> day of January, 2018.




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President

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Secretary

## FOR BOARD ACTION

**Agenda Item # (ID # 8430)**

**Meeting Date: 1/30/2018**

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**SUBJECT: Lump Sum Power Line Clearance Tree Trimming**

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**PREPARED BY: Mona Hoeft**

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**ITEM DESCRIPTION:**

Sealed bids for lump sum power line clearance tree trimming were received on January 17, 2018. Bids were evaluated based on the firm fixed costs for trimming and tree removal costs on a not to exceed basis.

The results are as follows:

<b>Line</b>	<b>Asplundh</b>	<b>Wright</b>	<b>New Age</b>
405C	\$288,774.20	\$350,202.66	No Bid
812B	\$ 60,705.00	\$ 71,565.78	\$46,650.00
814A	\$118,259.50	\$151,649.65	\$90,450.00
801B	\$350,113.20	\$419,337.48	No Bid
703C	\$ 65,122.40	\$ 89,501.21	\$81,750.00

All proposals submitted met the solicitation requirements. Since New Age has not performed work for RPU previously, review of their qualifications will be completed before any contract is executed.

The 2018 operating budget includes \$1,012,000.00 for tree trimming services of which \$411,444.17 has been committed for the hourly contract awarded previously. Staff is proposing to exercise our right under the bid specification to award two contracts, one to Asplundh Tree Expert Co. in an amount not to exceed, \$378,226.99 (tax included) for lines 405C and 703C and one to New Age Tree Service of MN (pending qualifications), in an amount not to exceed, \$146,525.63 for lines 812B and 814A.

**UTILITY BOARD ACTION REQUESTED:**

Approve a resolution to enter into two contracts, one with Asplundh Tree Expert Co., in an amount not to exceed \$378,226.99, and one with New Age Tree Service MN, pending qualifications, in an amount not to exceed \$146,525.63, and authorize the Mayor and City Clerk to execute the Agreements.



## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve two contracts, one with Asplundh Tree Expert Co., in an amount not to exceed \$378,226.99, and one with New Age Tree Service MN, pending qualifications, in an amount not to exceed \$146,525.63, and authorize the Mayor and the City Clerk to execute the agreements for:

### POWER LINE CLEARANCE TREE TRIMMING

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 30th day of January, 2018.

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President

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Secretary



## FOR BOARD ACTION

Agenda Item # (ID # 8187)

Meeting Date: 1/30/2018

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**SUBJECT: Aerial Lift & Utility Body (V619)**

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**PREPARED BY: Mona Hoeft**

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**ITEM DESCRIPTION:**

The 2018 Fleet Services Vehicle Replacement Plan includes a new aerial device & utility body for Electrical Maintenance & Construction crews.

Bids were opened on January 16, 2018, with the following results:

Vendor	Proposal
Altec Industries	\$ 94,848.00
Terex Utilities	\$108,544.00

Altec Industries' bid does not meet the specification requirement that called for an aerial device that was capable of articulated over center assembly, 100 degree lower boom travel and a 200 degree upper boom travel, and Terex Utilities' bid included additional terms and conditions which is unacceptable under a formal bid process. For these reasons, the Board is asked to reject both bids as non-responsive.

While adding an additional layer of coordination, staff is looking into the possibility of purchasing the body portion from a State of MN cooperative purchase contract, separate from the aerial device, which would eliminate the need to formally bid this purchase.

**UTILITY BOARD ACTION REQUESTED:**

Approve a motion to reject the bids from Altec Industries Inc. and Terex Utilities as non-responsive.



## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to reject the bids from Altec Industries Inc. and Terex Utilities as non-responsive.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 30th day of January, 2018.

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President

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Secretary

## FOR BOARD ACTION

Agenda Item # (ID # 8431)

Meeting Date: 1/30/2018

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**SUBJECT: Custodial Services - Marsden Building Maintenance**

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**PREPARED BY: Mona Hoeft**

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**ITEM DESCRIPTION:**

Unfortunately, the custodial contract with Perfection Plus, Inc. was terminated effective January 26, 2018, due to non-compliance.

Staff is seeking approval of a new contract with Marsden Building Maintenance, LLC. Marsden was ranked second (out of five) during the Request for Proposal process last June. Regular monthly cost of services for the Service Center and SLP is \$8,716.99. In addition to monthly prices, unit prices for additional services such as carpet extraction, window cleaning and shock cleaning the restrooms/locker rooms were also received. This contract will be for a five year term beginning February 15, 2018. Marsden has agreed to perform critical tasks on an interim basis until full execution of the contract. Marsden is a national company with an office located in Rochester.

The value of this contract for the five year period is expected to be around \$600,000, with annual costs included in the annual budget. The agreement does allow for annual increases, and annual costs are expected to increase as a result of the service center expansion.

**UTILITY BOARD ACTION REQUESTED:**

Request the Board to approve a multi-year agreement with Marsden Building Maintenance, LLC, not to exceed \$600,000, and authorize the Mayor and City Clerk to execute the agreement, following final approval of the General Manager and City Attorney.



## CONTRACT

### Custodial Services

THIS CONTRACT made this \_\_\_\_\_, by and between the City of Rochester, Minnesota, a Minnesota municipal corporation, acting through its Public Utility Board, hereinafter called "City", and Marsden Building Maintenance, LLC, a Minnesota corporation, hereinafter called "Contractor".

WHEREAS, the City has solicited a proposal from the Contractor for custodial services described in solicitation #2017-22.

WHEREAS, the City desires to engage the services of the Contractor according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above premises and of the terms and conditions contained herein, the parties hereto agree as follows.

Article I. Contract Documents. The term 'Contract Documents' shall mean this Contract, Contractor's proposal, Contractor's Exhibits or City specification, any associated amendments and any other separate document mutually agreed to and executed by the Parties that may contain, without limitation, a specific description of the statement of work, pricing assumptions, source materials and the deliverables. The Parties agree that the Contract Documents shall be incorporated as part of this Contract.

Article II. Scope of Services. The Contractor shall furnish all resources (labor, materials, equipment and supervision) for the performance of the Work described in the Contract Documents.

Article III. Payment. The City agrees to pay the Contractor at the rate set forth in the proposal dated January 2, 2018 and/or subsequent approved change orders. The sum of this Contract shall not exceed \$600,000 for the services described herein, subject to the terms and conditions of payment described in the Contract Documents.

Article IV. Term. The term of this agreement shall commence on February 15, 2018 and shall terminate on January 31, 2023. RPU reserves the right to extend this Contract, through a written amendment, with agreement of Contractor.

Article V. Disposition of Documents. It is agreed that any reports, drawings, specifications, and other data compilations developed or created as a result of the services performed pursuant to this Contract shall be and remain the sole property of City.

Article VI. Termination. Either Party may terminate this Contract upon thirty (30) days written notice served upon the other Party by registered mail. Upon expiration of such thirty (30) day period, all Work under this Contract shall cease and Contractor shall issue a

**DRAFT**

final invoice and City shall pay Contractor for all Work performed through the end of the thirty (30) day notice period.

Article VII. Jurisdiction and Venue. This contract, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. All actions brought under this agreement shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Olmsted County.

Article VIII. Nondiscrimination. The Contractor agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. The Contractor's failure to comply with section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

Article IX. Concurrence. By executing this Agreement, the parties acknowledge that they: (1) enter into and execute this Agreement knowingly, voluntarily and freely of their own volition with such consultation with legal counsel as they deem appropriate; (2) have had an opportunity to consult an attorney before signing this Agreement; (3) have read this Agreement, understand all of its terms and appreciate the significance of those terms; and (4) have not relied upon any representation or statement not set forth herein.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed in their respective names the day and year first above written.

MARSDEN BLDG. MAINTENANCE, LLC

CITY OF ROCHESTER

By

By

\_\_\_\_\_  
Steven Klein

\_\_\_\_\_  
Ardell Brede, Mayor

Attest

\_\_\_\_\_  
Anissa Hollingshead, City Clerk

Approved as to Form

\_\_\_\_\_  
Terry Adkins, City Attorney

ROCHESTER PUBLIC UTILITIES

\_\_\_\_\_  
Mark Kotschevar, General Manager

OFFICIAL NOTIFICATION METHOD

Pam Schultz  
Marsden Bldg. Maintenance, LLC  
1500 1<sup>st</sup> Ave NE, Ste. 110D  
Rochester MN 55906  
pschultz@marsden.com

Purchasing Department  
Rochester Public Utilities  
4000 East River Road NE  
Rochester MN 55906  
purchasing@rpu.org

Attachment: Contract (8431 : Custodial Services - Marsden Building Maintenance)



## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve a multi-year agreement with Marsden Building Maintenance, LLC, in an amount not to exceed \$600,000, and authorize the Mayor and the City Clerk to execute the agreement, following final approval of the General Manager and City Attorney for:

### CUSTODIAL SERVICES

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 30th day of January, 2018.

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President

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Secretary

## FOR BOARD ACTION

Agenda Item # (ID # 8462)

Meeting Date: 1/30/2018

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**SUBJECT: Gas Supply Contract (Constellation)**

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**PREPARED BY: Jeremy Sutton**

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ITEM DESCRIPTION:

Gas transaction confirmation between City of Rochester, Minnesota and Constellation NewEnergy to supply natural gas to Westside Energy Station for the delivery period of February 1, 2018 through January 31, 2019.

UTILITY BOARD ACTION REQUESTED:

Request the Board to approve the gas supply contract, pending approval from the City Attorney and RPU General Manager.



**Account Manager:** Deanna Rodenburg  
(712) 256-1213  
Deanna.Rodenburg@Constellation.com

**DEAL NO.** CC\_1/2018-12/20

**Transaction Confirmation**

This Transaction Confirmation, which also constitutes an Ordering Exhibit under the Base Agreement, is delivered pursuant to and in accordance with a gas supply agreement ("Gas Supply Agreement") effective May 13, 2003, by and between Constellation NewEnergy – Gas Division, LLC ("Constellation") and City of Rochester Minnesota, a Minnesota Municipal Corporation acting through its Public Utilities Board ("Customer"), and is subject to and made part of the terms and conditions of such Gas Supply Agreement.

**Special Condition:** This Transaction Confirmation is not effective and binding upon the parties hereto unless signed by both parties.

**Trade Date:** November 16, 2017

**Buyer:** City of Rochester Minnesota, a Minnesota Municipal Corporation acting through its Public Utilities Board

**Seller:** CONSTELLATION NEWENERGY - GAS DIVISION, LLC

**Facility Name:** RPU WestSide Energy Station MN

**Delivery Period:** January 01, 2018 – December 31, 2018 (inclusive)

**Nature of Obligation:** Secondary Firm - "Secondary Firm" means deliveries and receipts will be on a best-efforts basis up to Customer's maximum daily quantity and performance may be interrupted without liability to the extent that one or more of the following conditions are present: (i) Force Majeure; (ii) curtailment by the local distribution company owning and/or controlling and maintaining the distribution system required for delivery of gas to the Facility(ies) (the "Utility"); (iii) curtailment of supply by a natural gas supplier; (iv) curtailment of storage by a storage provider; (v) curtailment of transportation by a gas gathering or pipeline company, or Utility (each a "Transporter"), transporting gas for CNEG or Customer downstream or upstream of the Delivery Point(s), including, but not limited to, transportation between secondary firm points; (vi) recall of transportation capacity release by its releaser; or (vii) curtailment of gas production behind a specific meter.

**Contract Quantity:** Full Requirements

**Price:** Market Supply – The monthly average market price as determined by Seller at the end of the month.

*US\$ Rounded to four decimal places  
Plus applicable taxes*

*The price referenced herein is inclusive of fuel to the Delivery Point.*

**Pipeline:** NNG

**Delivery Point(s):** ZONE EF MERC

**Utility:** MERC

**LDC Account No(s):** 050150811-00002

**Seller's planned billing method for this facility is to bill Buyer based on: Actual Consumption**

**Default Service:** Should Constellation continue to deliver to Customer beyond the term of this Transaction Confirmation, said deliveries will be made for successive 12 month terms (each an "Extension Term"), until terminated by either party by giving written notice of termination not less than 60 days prior to the expiration of the then-current Extension Term. Each month, the default price (the "Evergreen Price") will equal the applicable published index, plus transportation, fuel and any other charges associated with the delivery of gas to the Delivery Point. Unless otherwise provided by Customer, Constellation will determine Customer's monthly nomination in a commercially reasonable manner based upon Customer's historical usage data.

Please return via fax to (502) 213-9103 or email to CNEGasConfirmationsKY@Constellation.com.

Constellation NewEnergy-Gas Division, LLC

By: David T. Donat

Name: David T. Donat

Title: Vice President

Date: 11/16/2017

RG-236521  
11418  
CC\_1/2018-12/2018  
Manual - LR

City of Rochester Minnesota, a Minnesota  
Municipal Corporation acting through its Public  
Utilities Board

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment: Gas Supply Contract - Transaction Confirmation (8462 : Gas Supply Contract (Constellation))



## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve a contract agreement with Constellation NewEnergy - Gas Division LLC, following final review by the General Manager and City Attorney, and authorize the Mayor and the City Clerk to execute the agreement for

LARGE VOLUME TRANSPORTATION SERVICE AGREEMENT TO SUPPLY NATURAL GAS TO THE CITY OF ROCHESTER'S WESTSIDE ENERGY STATION

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 30th day of January, 2018.

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President

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Secretary

## FOR BOARD ACTION

Agenda Item # (ID # 8459)

Meeting Date: 1/30/2018

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**SUBJECT: Gas Supply Contract (MERC)**

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**PREPARED BY: Jeremy Sutton**

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ITEM DESCRIPTION:

Gas transaction confirmation between City of Rochester, Minnesota and Minnesota Energy Resources Corporation (MERC) to supply natural gas transportation to Westside Energy Station for the delivery period of February 1, 2018 through January 31, 2019.

UTILITY BOARD ACTION REQUESTED:

Request the Board to approve the gas transportation contract, pending approval from the City Attorney and RPU General Manager.



## LARGE VOLUME TRANSPORTATION SERVICE AGREEMENT

This Agreement is between Minnesota Energy Resources Corporation ("MERC" or "Company") and City of Rochester, a Minnesota Municipal Corporation, acting by and through its Public Utility Board ("Customer").

Whereas, Customer has obtained or will obtain supplies of natural gas and desires Company to receive such natural gas and transport and deliver such gas to Customer, and to provide certain other related services to Customer; and

Whereas, Company is willing to provide natural gas transportation and related services to Customer, subject to the terms and conditions set forth herein.

Now, therefore, in consideration of the above premises and the covenants contained herein, Company and Customer agree as follows:

1. **Availability:** Service under this Agreement is available to any non-general service customer who purchases gas supplies that can be transported on an interruptible or joint firm/interruptible basis by Company. Service hereunder shall be offered on an interruptible or joint firm/interruptible basis. Service will be provided on a firm basis contingent upon adequate system capacity and only if Customer has arranged firm transportation for such gas supplies on the interstate pipeline serving Company's distribution system and Customer has provided to Company a joint certification confirming this signed by Customer and, if applicable, Customer's gas supplier. Interruptible transportation is available only if Customer has and will maintain both the proven capability and adequate fuel supplies to use alternate fuel if Company's service to such Customer is interrupted. At Company's request, Customer must demonstrate that it has such capability and fuel supplies and a Human Needs Customer must provide an affidavit that it will maintain both the proven capacity and adequate full supplies. Customer represents that it meets the service availability requirements for transportation service under this Agreement.

2. **Service Considerations:** Service hereunder is provided by Company pursuant to its Transportation Rate Schedule, Sheet Nos. 6.00 et seq. and pursuant to the General Rules, Regulations, Terms and Conditions, all as contained in Company's Gas Tariff on file with the Minnesota Public Utilities Commission ("Commission"), as the same may be amended, modified or superseded from time to time (the "Tariff"). Customer is responsible for reimbursing Company for all on-site plant investments, including telemetry equipment, installed by Company to provide transportation service to Customer. Any such investment shall remain the property of Company. The telemetry equipment must be installed prior to the commencement of natural gas service to Customer.

3. **Charges:** Customer shall be responsible for and shall pay to Company the charges as



set-forth in its Tariffs:

Customer Charge: \$110.00 per month per metered account for administrative costs related to transportation, plus the monthly Customer charge per account according to the applicable sales rate schedule for which Customer would otherwise qualify, subject to change as may be approved by the Commission from time to time.

Daily Firm

Capacity Charge: If applicable, the amount is set forth in Customer's regular sales tariff schedule in Sheet 7.07, Column F.

Commodity Charge:

All volumes received by Customer hereunder shall be charged a rate equal to the tariff margin component of Company's rate then in effect under its sales rate schedule for Customer as shown on Sheet 7.07, Column D of Company's Tariff. In addition, Customer must pay for all fixed gas costs assigned to Customer in the regular sales tariff rate. Fixed gas costs could include but are not limited to the following: Daily Firm Capacity Charges, and Annual Cost Adjustment Charges.

Additional costs will be assigned as they are authorized by the FERC or the Commission to be charged for transportation services, including but not limited to take-or-pay costs, TCR costs, and GRI costs. In addition, all volumes delivered from system gas supply shall be charged the rate set forth in the appropriate Company's sales tariff schedule.

Optional Services: The following service, described in Company's Tariff sheet 6.08 is available at Customer's option:

Large Volume

Balancing Service

Customer shall initial the above listed optional service, if any, is desired by Customer and agrees to pay the charges associated therewith according to and as set forth in Company's Tariff. Customer shall, upon request of Company, execute such agreements, as Company deems necessary or appropriate to effectuate the above services.

4. **Term:** This Agreement shall remain in effect for a primary term of one (1) years from the date service commences hereunder, and thereafter from year to year until canceled by either party on six (6) months prior written notice to the other party.

5. **Balancing:** Customer agrees that nominated volumes and actual receipt and





delivery volumes must balance. Customer is responsible for: (a) providing nominations which accurately reflect Customer's expected consumption, and (b) balancing volumes consumed at the delivery points with deliveries to Company's system. Failure to fulfill these responsibilities will result in Customer incurring balancing and/or scheduling charges described in Company's Transportation Rate Schedule, which charges shall be in addition to any Company charges, and which charges shall change as the interstate pipeline changes its rates.

6. **Pipeline Charges; Capacity Assignment:** Any charges which Company incurs from a pipeline on behalf of Customer will be passed through to Customer. Such charges may include but are not limited to any other charges referenced in Sections 5 and 8 of this Agreement.

7. **Nominations:** If Customer desires volumes to flow on the first day of the month, Customer must directly advise Company's Gas Supply Services Division, by facsimile or telephone notice at the address and telecommunications numbers provided in Section 10, by 9:00 a.m. (Central Clock Time) five (5) working days prior to the end of the preceding month of the volumes to be delivered on Customer's behalf.

For intra month nomination changes, to be effective at 9:00 a.m. (Central Clock Time), Customer must directly advise Company's Gas Supply Services Division by 9:00 a.m. (Central Clock Time) on the day preceding the effective date of the nomination change. Intra day nominations will be accepted by Company on a best efforts basis, until 3:00 p.m. (Central Clock Time) on the day of gas flow if the nomination is confirmed by the interstate pipeline.

8. **Penalty for Unauthorized Takes When Service is Interrupted or Curtailed:** If Customer fails to curtail its use of gas hereunder when requested to do so by Company, Customer shall be billed at the transportation charge, plus the cost of gas Company secures for Customer, plus the greater of either pipeline daily delivery variance charges (see Sheet 6.50 of Company's Tariff) or \$50 per dekatherm for gas used in excess of the volumes of gas to which Customer is limited. Company may in addition disconnect Customer's supply of gas in the event of Customer's failure to curtail its use thereof when requested by Company to do so (see Sheet 6.09 of Company's Tariff).

9. **Billing and Payment:** Bills shall be calculated in accordance with the applicable rate schedule each month and shall be payable monthly. Upon request, Company shall give Customer the approximate date on which Customer should receive its bill each month, and if a bill is not received or is lost, Company shall, upon request, issue a duplicate. Failure to receive a bill shall not relieve Customer from payment.

The bill shall be considered rendered to Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the bill shall be considered rendered when delivered to the last known address of the party responsible for payment. Bills become delinquent if not paid within seventeen (17) days after rendering of the bill. When Customer payments are made by mail, bills will be considered as having been paid on the date of mailing as shown by postmark.





Late payment penalties are assessed on the past due amount and shall not exceed one and one-half percent (1½%) per month of the past due amount. The penalty date shall be not less than seventeen (17) days after the rendering of the bill and shall be considered to have expired at office opening time of the next day after the date indicated on the bill. Mail payments are considered to have been paid on the date of the postmark. If the penalty date falls on a Saturday, Sunday or holiday, it will be extended to the next normal working day before the penalty is assessed.

10. **Request to Transfer to Sales Service:** Customer agrees to take transportation service for the period November 1 through October 31. Customer may not transfer to sales service until the next November 1st and must notify the Company in writing at least ninety days prior to the transfer. A customer may only transfer to firm sales service if Company is able to arrange adequate additional firm gas entitlements to meet the needs imposed on its system by the customer, without jeopardizing system reliability or increasing costs for its other customers. If Customer faces unforeseen circumstances that were not known ninety days prior to November 1, Customer may request a waiver of the notice requirement to allow Customer to transfer service. The Company has sole discretion to grant or deny such a request and may only grant such a request if the Company determines that (1) unforeseen circumstances prevented Customer from timely requesting to transfer service, (2) adequate gas supply and interstate pipeline capacity is available to serve Customer, and (3) the waiver will not result in any detriment to existing system sales customers. If the Company waives the notice requirement, the Company may require the customer to pay an exit fee to recover the costs related to a switch to or from service under this rate schedule. This exit fee may include, but is not limited to, any above market gas commodity costs, any interstate pipeline transportation and/or storage costs, and any other demand costs.

11. **Notices:** Notices required or otherwise given under this Agreement, except notices specifically allowed to be provided by facsimile, shall be given in writing and mailed by first class mail to the other party at the addresses provided below:

Company:	Customer:
Minnesota Energy Resources Corporation ("MERC") Attention: Wade Wiken Address: 2685 145 <sup>th</sup> Street West Rosemount, MN 55068 Telephone: 651-322-8930 Fax: wlwiken@minnesotaenergyresources.com	Company: City of Rochester, a Minnesota Municipal Corporation, acting by and through its Public Utility Board  Attention: Jeremy Sutton Address: 4000 East River Road NE Rochester, MN 55906 Telephone: Fax:

12. **Regulatory Commission Authority:** The provisions of this Agreement are subject to Company's Tariff, all valid legislation with respect to the subject matter hereof and to all present and future orders, rules, and regulations of the Commission and any other regulatory authorities having jurisdiction over (i) the transportation of natural gas contemplated hereunder, or (ii) the construction and operation of any facilities required to deliver said natural gas.



Customer agrees that Company shall have the right to unilaterally make and to file with any and all regulatory bodies exercising jurisdiction, now or in the future, changes in rates or new rates or any other changes to Company's Tariff, and that Customer shall be bound by such changes or new rates as are approved by such regulatory bodies. In the event of any conflict between the terms of this Agreement and the Tariff, the Tariff shall control.

13. **Acknowledgement of Transportation Risks:** Customer hereby acknowledges and accepts the following risks and requirements associated with transporting gas:

- (a) the risk that Customer may incur penalties for usage of unauthorized volumes described in the Company's Tariffs in Section 14 of Company's Tariff Sheet No. 6.09, balancing and scheduling charges pursuant to Section 7 of Company's Tariff Sheet No. 6.03, and any charges Company incurs from the pipeline on behalf of Customer; and any charges Company incurs from the pipeline on behalf of Customer; and
- (b) that Customer must stop using gas when notified by Company or by Customer's gas supplier of any interruption affecting Customer's gas supply or transportation service.

14. **Entire Agreement:** This Agreement and Company's Tariff constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces all other prior or contemporaneous agreements between the parties regarding such subject matter.

The parties have executed this Agreement as evidenced by their signatures below.

**Minnesota Energy Resources Corporation**  
(“MERC”)

By:  \_\_\_\_\_

Title: Key Art Meyer \_\_\_\_\_

Customer

City of Rochester, a Minnesota Municipal Corporation,  
acting by and through its Public Utility Board  
(*print name*)

By: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT TO LARGE VOLUME TRANSPORTATION SERVICE AGREEMENT

By: \_\_\_\_\_

Ardell Brede, Mayor

Attest: \_\_\_\_\_

Aaron Reeves, City Clerk

Approved  
as to Form: \_\_\_\_\_

Terry Adkins, City Attorney

**ROCHESTER PUBLIC UTILITIES**

By: \_\_\_\_\_

Mark Kotschevar, General Manager

Attachment: MERC Large Volume Service Agreement 2018 (8459 : Gas Supply Contract (MERC))



## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve a contract agreement with Minnesota Energy Resources Corporation (MERC), following final review by the General Manager and City Attorney, and authorize the Mayor and the City Clerk to execute the agreement for

### LARGE VOLUME TRANSPORTATION SERVICE AGREEMENT TO SUPPLY NATURAL GAS TO THE CITY OF ROCHESTER'S WESTSIDE ENERGY STATION

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 30th day of January, 2018.

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President

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Secretary

## FOR BOARD ACTION

Agenda Item # (ID # 8428)

Meeting Date: 1/30/2018

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**SUBJECT: Hydro-Vac Excavation Unit (V624)**

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**PREPARED BY: Mona Hoeft**

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**ITEM DESCRIPTION:**

The 2018 Fleet Replacement Budget includes funding for the purchase of a 2019 Freightliner M2 with a Vactor HXX Paradigm® vacuum excavator body. The Paradigm vacuum excavator was designed for utility, municipal and contractor customers involved in the installation, maintenance and repair of underground water, sewer, gas, electric and telecommunications utilities. This compact, multi-use truck will be used primarily for water main breaks as the unit can vacuum up spent water without freezing, contains and reuse of extracted material, transport dry material, non-potable water tank and provides transport and storage of replacement parts, equipment and tools. This truck will be equipped with a hydraulic tool package that will allow staff to operate hydraulic hand tools without the need for another vehicle.

This purchase will utilize the State of MN Cooperative Purchasing Venture (CPV) program authorized by Minn. Stat. §471.345, subd. 15(a). This eliminates the sealed bidding requirement. If approved, this vehicle will be purchased from Macqueen Equipment in the amount of \$270,622, plus applicable tax.

**UTILITY BOARD ACTION REQUESTED:**

Approve a resolution to purchase this Hydro-Vac Excavation unit from Macqueen Equipment in the amount of \$270,622, plus applicable tax.



## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, approval of the purchase of a 2019 Freightliner M2 with a Vactor HXX Paradigm® vacuum excavator body from Macqueen Equipment, in the amount of \$270,622, plus applicable tax.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 30th day of January, 2018.

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President

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Secretary

## FOR BOARD ACTION

Agenda Item # (ID # 8429)

Meeting Date: 1/30/2018

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**SUBJECT: Aerial Device (V620) Boom and Bucket Assembly**

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**PREPARED BY: Mona Hoeft**

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**ITEM DESCRIPTION:**

The 2018 Fleet Services Vehicle Replacement Plan includes one articulating telescopic aerial device (AT48M) for Electrical Maintenance & Construction crews. The chassis will be purchased separately under the state vehicle contract.

This purchase will utilize the State of MN Cooperative Purchasing Venture (CPV) program authorized by Minn. Stat. §471.345, subd. 15(a). This eliminates the sealed bidding requirement. If approved, this device will be purchased from Altec Industries Inc. in the amount of \$111,667.40, plus applicable tax.

**UTILITY BOARD ACTION REQUESTED:**

Approve a resolution to purchase this aerial device from Altec Industries Inc. in the amount of \$111,667.40, plus applicable tax.



## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, approval for the purchase of an aerial device (AT48M) from Altec Industries Inc. in the amount of \$111,667.40, plus applicable tax.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 30th day of January, 2018.

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President

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Secretary



## FOR BOARD ACTION

Agenda Item # (ID # 8449)

Meeting Date: 1/30/2018

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**SUBJECT: Microsoft Enterprise Agreement**

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**PREPARED BY: Phil Teng**

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ITEM DESCRIPTION:

The Microsoft Enterprise Agreement (EA) entitles RPU to the use, updates and support of the Microsoft software products, including servers, workstations, databases, Office, etc. The current EA is due to expire Feb 28, 2018. This will be a three year term (3-1-2018 thru 2-28-2021) renewal through a reseller, SHI International. The estimated three year total cost is \$253,375.80, billed annually. Estimated cost for 2018 will be \$83,658.60 and was included in the budget.

During the term of this agreement, RPU can add and adjust the amount of licenses as needed. These changes are accounted for during the annual true up process with approval through RPU's internal authorization process.

The final contract is still being negotiated. Staff seeks Board approval subject to the General Manager's and City Attorney's review and approval of the final agreement.

UTILITY BOARD ACTION REQUESTED:

Approve a resolution to purchase the Microsoft License renewal through SHI International Corp. in an amount not to exceed \$275,000.00 plus applicable taxes, subject to the General Manager and City Attorney's review and approval of the final agreement.



## Enterprise Enrollment (Indirect)

## Government

Enterprise Enrollment number  
*Microsoft to complete*

Previous Enrollment number  
*Reseller to complete*


**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities identified on the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or Customer's Affiliate, that entered into the Enterprise Agreement identified on the signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the terms of either the Microsoft Business Agreement or Microsoft Business and Services Agreement ("Master Agreement") identified on the signature form, (4) the Product Selection Form, (5) the Product Terms, (6) the Online Service Terms, (7) any Supplemental Contact Information form, Previous Agreement/Enrollment form and other forms that may be required, (8) the Online Services Supplemental Terms and Conditions if Customer's Master Agreement is a version 2009 or earlier and Enrolled Affiliate is ordering Online Services, and (9) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement and the Master Agreement.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

**Prior Enrollment(s).** If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

## Terms and Conditions

### 1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement and applicable Master Agreement. The following definitions also apply:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Enterprise Online Service” means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

“Enterprise Product” means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

“Expiration Date” means the date upon which the Enrollment expires.

“Industry Device” (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (e.g., personal computer), a multi-function server, or a commercially viable substitute for one of these systems, and (2) only employs an industry or task-specific software program (e.g., a computer-aided design program used by an architect or a point of sale program) (“Industry Program”). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (e.g., email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality, and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

“Managed Device” means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

“Qualified Device” means any device that is used by or for the benefit of Enrolled Affiliate’s Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate’s Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

“Qualified User” means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

“Reseller” means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement.

“Reserved License” means for an Online Service identified as eligible for true-up in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“Software” means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services or Services Deliverables, but Software may be part of an Online Service.

“Use Rights” means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

## 2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 500 Qualified Users or Qualified Devices. The initial order must include at least 500 Licenses in a single Product pool for Enterprise Products or Enterprise Online Services.
  - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses from the Product pool for each Enterprise Product ordered to cover all Qualified Users and/or all Qualified Devices. Enrolled Affiliate may elect to mix Enterprise Products and Enterprise Online Services within a Product pool as long as all Qualified Devices not covered by a License are only used by users covered with a user License.
  - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 500 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Orders must be submitted to an authorized Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Resellers and other third parties do not have authority to bind or impose any obligation or liability on the Microsoft Affiliate that enters into this Enrollment.
- f. **Adding Products.**
  - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
  - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
  - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
  - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.



**(iii) Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use, and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.

**(iv) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices or Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses and add-on Subscription Licenses do not count towards this total count.
- 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

**(v) Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services, and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

**(vi) True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

**(vii) Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

**h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Master Agreement.

### 3. **Pricing.**

- a. **Price levels.** Each Product is assigned to a Product pool as shown in the Product Terms. Price levels (A, B, C or D) are set separately for each pool. Price levels for the applicable Product pools are set forth in the Product Selection Form.
- b. **Setting prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, Microsoft's prices to Reseller for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term, provided that Enrolled Affiliate qualifies for the same price level for the entire term. Price levels and Microsoft's prices to Reseller are reestablished at the beginning of the renewal term. If Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

### 4. **Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

### 5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products and Services by renewing this Enrollment for one additional 36 month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
  - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

**(ii) Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

- 1) Extended Term.** If Enrolled Affiliate does not renew prior to the Expiration Date, access to the Online Services will automatically continue month-to-month in accordance with the terms of the Enrollment ("Extended Term") for up to one year unless designated in the Product Terms to continue until cancelled. For the first twelve months of the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee. As of the first day of the thirteenth month of the Extended Term, Online Services that continue until cancelled will be invoiced at the then-current published price for price level A plus a 3% administrative fee. If Enrolled Affiliate does not want an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
- 2) Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

**(iii) Subscription Licenses and Online Services without an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

- d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the agreement.
- e. Early termination.** If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options for Licenses, excluding Subscription Licenses:
  - (i)** It may immediately pay the total remaining amount due, including all installments, in which case, Enrolled Affiliate will have perpetual rights for all Licenses it has ordered (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term), or
  - (ii)** It may pay only amounts due as of the termination date, in which case Enrolled Affiliate will have perpetual Licenses (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term) for (1) all copies of Products for which payment has been made in full, and (2) a proportional number of copies of Products it has ordered for which payment has been made.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.



## **Enrollment Details**

### **1. Enrolled Affiliate's Enterprise.**

- a. Identify which Affiliates are included in the Enterprise (Required). Affiliates must be separate legal entities, not departments, divisions, or business units.

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates.

- ☐ Enrolled Affiliate only
- ☐ Enrolled Affiliate and all Affiliates
- ☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise.):

- ☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: <Choose One>

### **2. Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

**Name of entity (must be legal entity name)\***

**Contact name: First\* Last\***

**Contact email address\***

**Street address\***

**City\***

**State/Province\***

**Postal code\*** -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\***

**Phone**

**Tax ID**

*\* indicates required field*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if box is not checked)

**Contact name: First\* Last\***

**Contact email address\***

**Street address\***

**City\***

**State/Province\***

**Postal code\*** -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\***

**Phone**

**Language preference.** Choose the language for notices. English

☐ This contact is a third party (not Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

*\* indicates required field*

- c. Online Services Manager.** This contact is authorized to (1) manage the Online Services ordered under the Enrollment and (2) reserve Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name: First\* Last\***

**Contact email address\***

**Phone**

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required field*

- d. Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\***

**Street address (PO boxes will not be accepted)\***

**City\***

**State/Province\***

**Postal code\***

**Country\***

**Contact name: First\* Last\***

**Phone**

**Contact email address\***

*\* indicates required field*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

**Signature\*** \_\_\_\_\_  
**Printed name\***  
**Printed title\***  
**Date\***

*\* indicates required field*

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional Notices Contact
  - (ii) Software Assurance Manager
  - (iii) Subscriptions Manager
  - (iv) Customer Support Manager (CSM) contact

### 3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the purchase of the Microsoft License renewal through SHI International Corp in an amount not to exceed \$275,00.00, plus applicable taxes, subject to the General Manager and City Attorney's review and approval of the final agreement.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 30th day of January, 2018.

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President

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Secretary

## FOR BOARD ACTION

Agenda Item # (ID # 8424)

Meeting Date: 1/30/2018

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**SUBJECT: SMMPA Member Rep Appointment**

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**PREPARED BY: Mark Kotschevar**

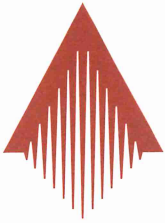
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**ITEM DESCRIPTION:**

As a member of Southern Minnesota Municipal Power Agency (SMMPA), the City of Rochester acting through its Public Utility Board, appoints a member representative and an alternate member representative to act on behalf of the City and RPU in the course of official SMMPA business. Currently Mark Kotschevar serves as the member representative, and Wally Schlink serves as the alternate member representative. With the retirement of Wally, the Board will need to appoint a new alternate member representative. RPU recommends that the Board appoint Jeremy Sutton to replace Wally as the alternate member representative, effective on February 1, 2018. Attached is the Change of Member Representative to Southern Minnesota Municipal Power Agency form to be filed with the Agency, should the Board agree.

**UTILITY BOARD ACTION REQUESTED:**

The Board is requested to approve the attached resolution appointing Jeremy Sutton as the Southern Minnesota Municipal Power Agency (SMMPA) alternate representative, effective February 1, 2018.



SOUTHERN MINNESOTA  
MUNICIPAL POWER AGENCY

*Bringing power to your life.*

## CHANGE OF MEMBER REPRESENTATIVE

TO

SOUTHERN MINNESOTA MUNICIPAL POWER AGENCY

I hereby certify that attached hereto is a true and correct copy of a resolution adopted by

Public Utility Board of the City of Rochester, Minnesota, at a meeting  
(PUC or Council) (City)

duly called and held on January 30, 2018 pursuant to which:  
(Date)

(a) \_\_\_\_\_ has been named Representative to Southern  
(Name)

Minnesota Municipal Power Agency, replacing \_\_\_\_\_  
(Name)

And/or

(b) Jeremy Sutton has been named Alternate Representative to  
(Name)

Southern Minnesota Municipal Power Agency, replacing Walter Schlink,  
(Name)

effective on February 1, 2018. Such resolution is in full force and effect on the date hereof.  
(Date)

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

Forms: Change of Member Representative: Revised 2010



AWARD WINNERS  
2003, 2004 & 2010

500 FIRST AVENUE SW / ROCHESTER, MN 55902-3303 / tel 507-285-0478 / fax 507-292-6414 / www.smpna.com

Packet Pg. 58

Attachment: Alternate Rep Form - Jeremy (8424 : SMMPA Member Rep Appointment)



## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the appointment of Jeremy Sutton as the Alternate Member Representative to the Southern Minnesota Municipal Power Agency (SMMPA), replacing Walter Schlink effective February 1, 2018.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 30th day of January, 2018.

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President

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Secretary



## FOR BOARD ACTION

Agenda Item # (ID # 8467)

Meeting Date: 1/30/2018

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**SUBJECT: Rochester Public Utilities Index of Board Policies**

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**PREPARED BY: Mark Kotschevar**

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ITEM DESCRIPTION:

UTILITY BOARD ACTION REQUESTED:

ROCHESTER PUBLIC UTILITIES		
INDEX OF BOARD POLICIES		
	REVISION DATE	RESPONSIBLE BOARD COMMITTEE
<b>BOARD</b>		
1. Mission Statement	6/26/2012	Policy
2. Responsibilities and Functions	3/27/2012	Policy
3. Relationship with the Common Council	2/28/2012	Policy
4. Board Organization	3/29/2016	Policy
5. Board Procedures	3/27/2012	Policy
6. Delegation of Authority/Relationship with Management	2/28/2012	Policy
7. Member Attendance at Conferences and Meetings	6/10/1986	Policy
8. Member Expenses	6/10/1986	Combine with #7
9. Conflict of Interest	11/26/1985	Delete
10. Alcohol and Illegal Drugs	7/28/1988	Delete
11. Worker Safety	3/27/2012	Policy
<b>CUSTOMER</b>		
12. Customer Relations	5/8/1984	Ops & Admin
13. Customer and Public Information	4/10/1984	Communications
14. Application for Service	7/1/2016	Ops & Admin
15. Line Extension Policy	3/28/2017	Finance
16. Billing, Credit and Collections Policy	7/25/2017	Finance
17. Electric Service Availability	4/28/1998	Ops & Admin
18. Electric Metering	4/10/1984	Ops & Admin
19. Electric & Water Bill Adjustment	3/10/1994	Finance
20. Rates	7/25/2017	Finance
21. RPU Cold Weather Disconnect Policy	9/28/2010	Communications
<b>ADMINISTRATIVE</b>		
22. Acquisition and Disposal of Interest in Real Property	12/19/2017	Ops & Admin
23. Electric Utility Cash Reserve Policy	1/13/2017	Finance
24. Water Utility Cash Reserve Policy	1/13/2017	Finance
25. Charitable Contributions	11/26/1985	Communications
26. Compliance Policy	10/24/2017	Communications
27. Contribution in Lieu of Taxes	6/29/1999	Finance
28. Debt Issuance (PENDING)	PENDING	Finance
29. Joint-Use of Fixed Facilities and Land Rights	10/8/1996	Ops & Admin
30. Customer Data Policy	10/9/2014	Communications
31. Life Support	10/9/2014	Communications
Red - Currently being worked on		
Yellow - Will be scheduled for revision		