

AGENDA
SHAKOPEE PUBLIC UTILITIES COMMISSION
REGULAR MEETING
JULY 1, 2019

1. **Call to Order** at 5:00pm in the SPUC Service Center, 255 Sarazin Street.
2. **Approval of Minutes**
3. **Communications**
4. **Approve the Agenda**
5. **Approval of Consent Business**
6. **Bills: Approve Warrant List**
7. **Liaison Report**
8. **Reports: Water Items**
 - 8a) Water System Operations Report – Verbal
 - C=> 8b) Quarterly Nitrate Results
 - C=> 8c) Windermere Booster Station Construction Update
 - 8d) Purchase Agreement for Future Water Tower Site
 - 8e) Lion's Park Splash Pad Capacity Charges - Discussion
9. **Reports: Electric Items**
 - 9a) Electric System Operations Report – Verbal
 - 9b) MMPA Board Meeting Public Summary – June 2019
10. **Reports: Human Resources**
11. **Reports: General**
 - C=> 11a) SPU Website Analytics
 - C=> 11b) SPU Focus Newsletter
 - 11c) EBill Project Update
12. **New Business**
13. **Tentative Dates for Upcoming Meetings**
 - Mid Month Meeting -- July 15
 - Regular Meeting -- August 5
 - Mid Month Meeting -- August 19
 - Regular Meeting -- September 3 (Tuesday)
14. **Adjourn** to 7/15/19 at the SPU Service Center, 255 Sarazin Street

MINUTES
OF THE
SHAKOPEE PUBLIC UTILITIES COMMISSION
(Regular Meeting)

President Joos called the regular session of the Shakopee Public Utilities Commission to order at the Shakopee Public Utilities meeting room at 5:00 P.M., June 17, 2019.

MEMBERS PRESENT: Commissioners Joos, Amundson, Meyer, Clay and Mocol. Also present, Liaison Lehman, Utilities Manager Crooks, Finance Director Schmid, Planning & Engineering Director Adams, Electric Superintendent Drent, Water Superintendent Schemel and Marketing/Customer Relations Director Walsh.

Motion by Amundson, seconded by Mocol to approve the minutes of the June 3, 2019 Commission meeting. Motion carried.

Under Communications, Utilities Manager Crooks reminded Commissioners to return the RSVP invitation for the MMPA Annual Meeting to be held in Chaska. The recent article in the Shakopee Valley News was also mentioned.

President Joos offered the agenda for approval.

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

Motion by Mocol, seconded by Clay to approve the Consent Business agenda as presented. Motion carried.

President Joos stated that the Consent Items were: Item 8c: Monthly Water Production Dashboard, Item 9b: APPA Article – MMPA Enters Wind Energy PPA, Item 11a: SPU Website Development Workshop - Recap and Item 11b: May 2019 Financial Results.

The warrant listing for bills paid June 17, 2019 was presented.

Motion by Amundson, seconded by Meyer to approve the warrant listing dated June 17, 2019 as presented. Motion carried.

Liaison Lehman presented his report. It was stated that the City Council members did receive a copy of the response letter to the City Administrator's letter dated March 25, 2019. The subject of Commissioner emails was discussed and Staff stated they would look into the issue.

Water Superintendent Schemel provided a report of current water operations. Fire hydrant flushing is continuing in central Shakopee. A few discolored water calls have been received. An update on the Windermere Booster Station construction status was provided.

Item 8b: Resolution #1247 – Approving of the Estimated Cost of Pipe Oversizing on the Watermain Project: Windermere South Second Addition

Motion by Clay, seconded by Meyer to offer Resolution #1247. A Resolution Approving of the Estimated Cost of Pipe Oversizing on the Watermain Project: Windermere South Second Addition. Ayes: Commissioners Clay, Meyer, Mocol, Amundson and Joos. Nay: none. Motion carried. Resolution passed.

Item 8c: Monthly Water Production Dashboard was received under Consent Business.

Mr. Crooks presented a letter from the City Administrator dated June 7 which included many questions concerning SPU consultants and Commission direction with Water Capacity and Trunk Water calculations and charges. Discussion centered on the questions and a response to the Administrator's questions.

Motion by Clay, seconded by Meyer to accept the letter as received and to direct Staff to take no action. Motion carried with Commissioner Mocol dissenting.

The proposed Lion's Park Splash Pad was discussed. The Shakopee Lion's Club made a presentation on the project. The Water Capacity Charge was reviewed for the project. Alternatives were discussed in trying to reduce or eliminate the estimated charge. The Commission asked the representatives with the Lions Club if SPU Staff would have 2 weeks to continue researching the alternatives discussed. The option of SPU waiving the WCC was also discussed. Staff was asked to bring back the information for the July 1 Commission meeting.

Motion by Meyer, seconded by Clay to direct Staff to bring back more information on the discussed alternatives for the Splash Pad and to prepare a resolution to waive the WCC, with the cost being subtracted from the SPU annual city contribution. Motion carried.

Electric Superintendent Drent provided a report of current electric operations. Four electric outages were discussed. Three of the outages were caused by squirrels. Construction updates were provided.

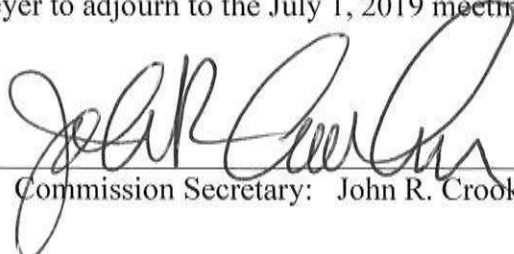
Item 9b: APPA Article – MMPA Enters Wind Energy PPA was received under Consent Business.

Item 11a: SPU Website Development Workshop – Recap was received under Consent Business.

Item 11b: May 2019 Financial Results was received under Consent Business.

The tentative commission meeting dates of July 1 and July 15 were noted.

Motion by Amundson, seconded by Meyer to adjourn to the July 1, 2019 meeting. Motion carried.


Commission Secretary: John R. Crooks



SHAKOPEE PUBLIC UTILITIES COMMISSION

"Lighting the Way - Yesterday, Today and Beyond"

MEMORANDUM

TO: John R. Crooks, Utilities Manager

FROM: Lon R. Schemel, Water Superintendent

SUBJECT: Nitrate Results Update -- Advisory

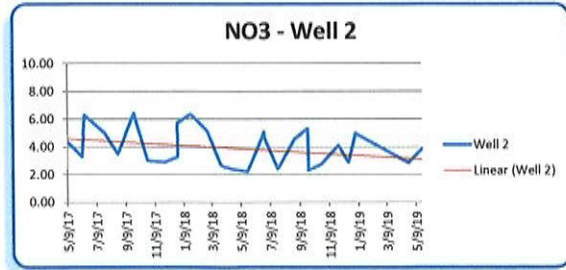
DATE: June 24, 2019

Handwritten signatures of John R. Crooks and Lon R. Schemel. John R. Crooks' signature is written over the 'TO:' line, and Lon R. Schemel's signature is written over the 'FROM:' line.

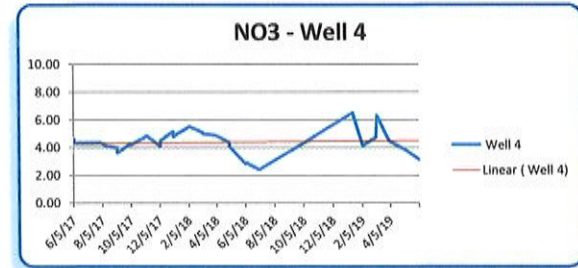
Attached are the latest nitrate test results for the wells. The analyses provided are for the prior 2 years of data collected with trend graphs.

Shakopee Public Utilities Commission
Water Department
Nitrate Results
Reported in mg/L

Location	Sample Collected	Results Received	Results	Lab	Run Time
2	5/9/17	5/25/17	4.33	MVTL	168 hrs prior
2	6/8/17	6/28/17	3.30	MDH	168 hrs prior
2	6/8/17	7/27/17	3.40	MDH	
2	6/13/17	6/20/17	6.28	MVTL	192 hrs prior
2	7/25/17	8/1/17	5.00	MVTL	192 hrs prior
2	8/22/17	8/28/17	3.50	MVTL	168 hrs prior
2	9/26/17	10/4/17	6.42	MVTL	168 hrs prior
2	9/26/17	10/20/17	6.30	MDH	
2	10/24/17	11/17/17	3.00	MVTL	168 hrs prior
2	11/28/17	12/11/17	2.90	MVTL	168 hrs prior
2	12/26/17	1/9/18	3.28	MVTL	168 hrs prior
2	12/26/17	2/20/18	5.70	MDH	
2	1/23/18	2/20/18	6.32	MVTL	168 hrs prior
2	2/27/18	3/9/18	5.14	MVTL	168 hrs prior
2	3/27/18	5/31/18	2.70	MDH	
2	4/3/18	4/10/18	2.55	MVTL	168 hrs prior
2	4/24/18	5/9/18	2.37	MVTL	168 hrs prior
2	5/22/18	5/31/18	2.21	MVTL	168 hrs prior
2	5/22/18	6/14/18	2.20	MDH	
2	6/26/18	7/2/18	5.07	MVTL	312 hrs prior
2	6/26/18	8/17/18	4.70	MDH	
2	7/24/18	8/17/18	2.41	MVTL	264 hrs prior
2	8/28/18	10/15/18	4.57	MVTL	168 hrs prior
2	9/25/18	10/15/18	5.30	MVTL	168 hrs prior
2	9/26/18	10/15/18	2.30	MDH	
2	10/23/18	11/7/18	2.76	MVTL	168 hrs prior
2	11/27/18	12/5/18	4.12	MVTL	168 hrs prior
2	12/18/18	12/26/18	2.89	MVTL	168 hrs prior
2	12/18/18	1/14/19	2.90	MDH	
2	1/2/19	1/14/19	4.97	MVTL	168 hrs prior
2	4/23/19	5/1/19	2.84	MVTL	168 hrs prior
2	4/23/19	5/17/19	2.90	MDH	
2	5/21/19	5/29/19	3.83	MVTL	168 hrs prior

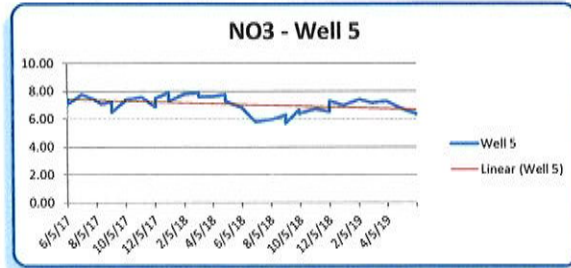


4	6/5/17	7/27/17	4.60	MDH	
4	6/6/17	6/14/17	4.33	MVTL	168 hrs prior
4	7/5/17	7/20/17	4.35	MVTL	168 hrs prior
4	8/1/17	8/7/17	4.35	MVTL	168 hrs prior
4	8/14/17	10/20/17	4.10	MDH	
4	9/5/17	9/26/17	3.99	MVTL	168 hrs prior
4	9/5/17	9/26/17	3.60	MDH	
4	10/3/17	10/20/17	4.29	MVTL	168 hrs prior
4	10/3/17	11/17/17	4.20	MDH	
4	11/7/17	3/2/18	4.83	MVTL	168 hrs prior
4	12/5/17	12/22/17	4.12	MVTL	192 hrs prior
4	12/5/17	1/8/18	4.50	MDH	
4	1/2/18	1/16/18	5.15	MVTL	168 hrs prior
4	1/2/18	2/20/18	4.80	MDH	
4	2/6/18	2/20/18	5.50	MVTL	168 hrs prior
4	3/6/18	3/26/18	5.09	MVTL	168 hrs prior
4	3/6/18	3/26/18	5.00	MDH	
4	4/3/18	4/10/18	4.89	MVTL	168 hrs prior
4	5/1/18	5/9/18	4.40	MVTL	168 hrs prior
4	5/1/18	6/26/18	4.10	MDH	
4	6/5/18	6/14/18	2.80	MVTL	168 hrs prior
4	6/5/18	7/18/18	2.90	MDH	
4	7/3/18	11/19/18	2.40	MDH	168 hrs prior
4	1/15/19	1/29/19	6.50	MVTL	168 hrs prior
4	2/5/19	2/12/19	4.16	MVTL	168 hrs prior
4	3/5/19	3/14/19	4.76	MVTL	168 hrs prior
4	3/5/19	3/29/19	4.80	MDH	
4	3/7/19	3/25/19	6.30	MDH	168 hrs prior
4	4/2/19	4/11/19	4.48	MVTL	168 hrs prior
4	5/7/19	5/14/19	3.82	MVTL	168 hrs prior
4	6/4/19	6/21/19	3.14	MVTL	168 hrs prior

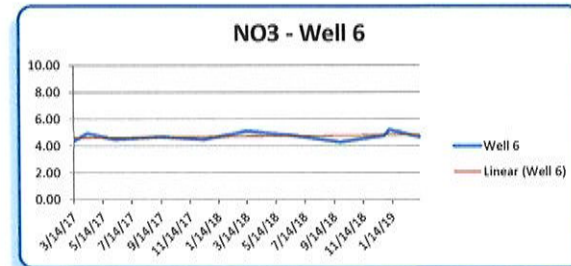


Shakopee Public Utilities Commission
Water Department
Nitrate Results
Reported in mg/L

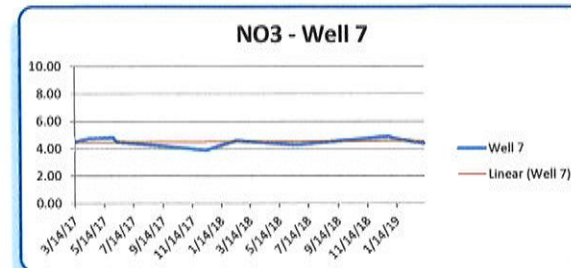
Location	Sample Collected	Results Received	Results	Lab	Run Time
5	6/5/17	7/27/17	7.40	MDH	
5	6/6/17	6/14/17	7.12	MVTL	168 hrs prior
5	7/5/17	7/20/17	7.74	MVTL	168 hrs prior
5	8/1/17	8/7/17	7.40	MVTL	168 hrs prior
5	8/14/17	10/20/17	7.10	MDH	
5	9/5/17	9/26/17	7.27	MVTL	168 hrs prior
5	9/5/17	9/26/17	6.50	MDH	
5	10/3/17	10/20/17	7.33	MVTL	168 hrs prior
5	10/3/17	11/17/17	7.40	MDH	
5	11/7/17	3/2/18	7.57	MVTL	168 hrs prior
5	12/5/17	12/22/17	6.89	MVTL	192 hrs prior
5	12/5/17	1/8/18	7.50	MDH	
5	1/2/18	1/16/18	7.88	MVTL	168 hrs prior
5	1/2/18	2/20/18	7.30	MDH	
5	2/6/18	2/20/18	7.80	MVTL	168 hrs prior
5	3/6/18	3/26/18	7.84	MVTL	168 hrs prior
5	3/6/18	3/26/18	7.60	MDH	
5	4/3/18	4/10/18	7.62	MVTL	168 hrs prior
5	5/1/18	5/9/18	7.75	MVTL	168 hrs prior
5	5/1/18	6/26/18	7.30	MDH	
5	6/5/18	6/14/18	6.83	MVTL	168 hrs prior
5	6/5/18	7/18/18	6.80	MDH	
5	7/3/18	11/19/18	5.80	MDH	
5	8/7/18	8/20/18	5.99	MVTL	168 hrs prior
5	9/4/18	10/15/18	6.32	MVTL	168 hrs prior
5	9/4/18	10/15/18	5.70	MDH	
5	10/2/18	10/15/18	6.67	MVTL	168 hrs prior
5	10/2/18	11/19/18	6.40	MDH	
5	11/6/18	11/19/18	6.74	MVTL	168 hrs prior
5	12/4/18	12/11/18	6.55	MVTL	168 hrs prior
5	12/4/18	12/26/18	7.30	MDH	
5	1/2/19	1/14/19	7.01	MVTL	168 hrs prior
5	1/2/19	3/4/19	7.00	MDH	
5	2/5/19	2/12/19	7.42	MVTL	168 hrs prior
5	3/5/19	3/14/19	7.16	MVTL	168 hrs prior
5	3/5/19	3/29/19	7.20	MDH	
5	4/2/19	4/11/19	7.29	MVTL	168 hrs prior
5	5/7/19	5/14/19	6.73	MVTL	168 hrs prior
5	6/4/19	6/21/19	6.38	MVTL	168 hrs prior



6	3/14/17	4/24/17	4.40	MDH	168 hrs prior
6	4/11/17	4/17/17	4.94	MVTL	168 hrs prior
6	6/8/17	7/27/17	4.50	MDH	168 hrs prior
6	9/12/17	10/20/17	4.70	MDH	168 hrs prior
6	12/12/17	1/8/18	4.50	MDH	168 hrs prior
6	3/13/18	4/10/18	5.10	MDH	168 hrs prior
6	6/19/18	7/18/18	4.80	MDH	456 hrs prior
6	9/26/18	10/15/18	4.30	MDH	192 hrs prior
6	12/27/18	2/5/19	4.80	MDH	168 hrs prior
6	1/8/19	1/14/19	5.21	MVTL	168 hrs prior
6	3/12/19	3/29/19	4.70	MDH	168 hrs prior



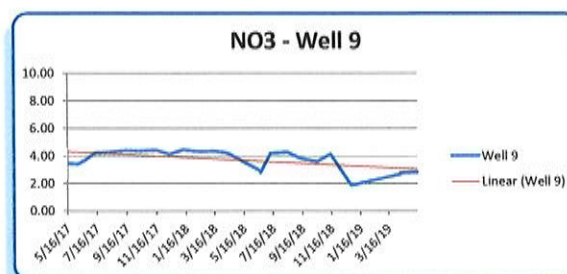
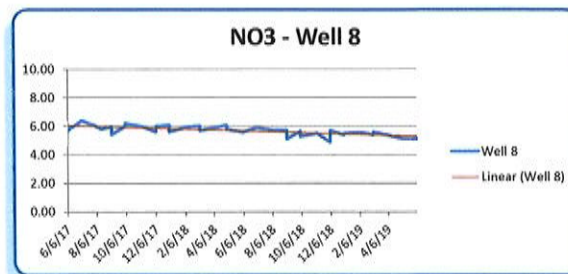
7	3/14/17	4/24/17	4.50	MDH	168 hrs prior
7	4/11/17	4/17/17	4.74	MVTL	168 hrs prior
7	6/1/17	7/27/17	4.80	MDH	168 hrs prior
7	6/8/17	7/27/17	4.50	MDH	168 hrs prior
7	9/12/17	10/3/17	4.20	MDH	168 hrs prior
7	12/12/17	1/8/18	3.90	MDH	168 hrs prior
7	2/13/18	3/28/18	4.60	MDH	168 hrs prior
7	6/19/18	7/18/18	4.30	MDH	456 hrs prior
7	9/18/18	10/15/18	4.60	MDH	216 hrs prior
7	12/27/18	2/5/19	4.90	MDH	168 hrs prior
7	1/8/19	1/14/19	4.78	MVTL	168 hrs prior
7	3/12/19	3/29/19	4.40	MDH	168 hrs prior



MVTL = Minnesota Valley Testing Laboratories
MDH = Minnesota Department of Health
TCWC = Twin City Water Clinic

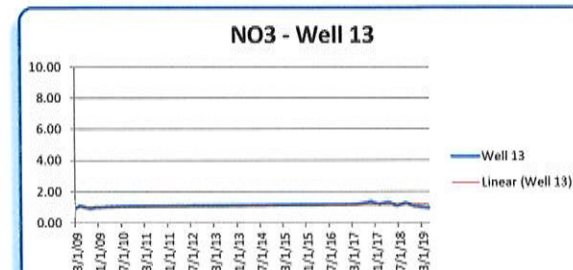
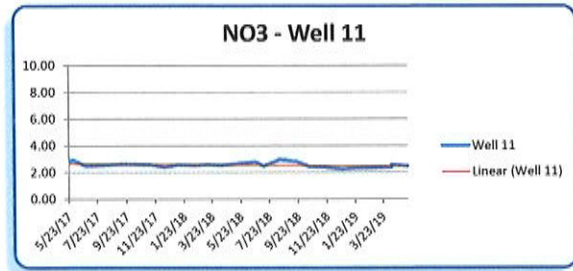
Shakopee Public Utilities Commission
Water Department
Nitrate Results
Reported in mg/L

Location	Sample Collected	Results Received	Results	Lab	Run Time
8	6/6/17	6/14/17	5.71	MVTL	168 hrs prior
8	6/8/17	7/27/17	5.80	MDH	168 hrs prior
8	7/5/17	7/20/17	6.36	MVTL	144 hrs prior
8	8/1/17	8/7/17	6.03	MVTL	216 hrs prior
8	8/14/17	10/20/17	5.80	MDH	
8	9/5/17	9/26/17	5.98	MVTL	216 hrs prior
8	9/5/17	9/26/17	5.40	MDH	
8	10/3/17	10/20/17	6.00	MVTL	168 hrs prior
8	10/3/17	11/17/17	6.20	MDH	
8	11/7/17	3/2/18	5.97	MVTL	168 hrs prior
8	12/5/17	12/22/17	5.61	MVTL	192 hrs prior
8	12/5/17	1/8/18	6.00	MDH	
8	1/2/18	1/16/18	6.07	MVTL	168 hrs prior
8	1/2/18	2/20/18	5.60	MDH	
8	2/6/18	2/20/18	5.94	MVTL	168 hrs prior
8	3/6/18	3/26/18	6.03	MVTL	168 hrs prior
8	3/6/18	3/26/18	5.70	MDH	
8	4/3/18	4/10/18	5.88	MVTL	168 hrs prior
8	5/1/18	5/9/18	6.08	MVTL	168 hrs prior
8	5/1/18	6/26/18	5.80	MDH	
8	6/5/18	6/14/18	5.59	MVTL	168 hrs prior
8	6/5/18	7/18/18	5.60	MDH	
8	7/3/18	11/19/18	5.90	MDH	
8	8/7/18	8/20/18	5.72	MVTL	168 hrs prior
8	9/4/18	10/15/18	5.72	MVTL	168 hrs prior
8	9/4/18	10/15/18	5.10	MDH	
8	10/2/18	10/15/18	5.65	MVTL	168 hrs prior
8	10/2/18	11/19/18	5.30	MDH	
8	11/6/18	11/19/18	5.61	MVTL	168 hrs prior
8	12/4/18	12/11/18	4.89	MVTL	168 hrs prior
8	12/4/18	12/26/18	5.70	MDH	
8	1/2/19	1/14/19	5.41	MVTL	168 hrs prior
8	1/2/19	3/4/19	5.50	MDH	
8	2/5/19	2/12/19	5.58	MVTL	168 hrs prior
8	3/5/19	3/14/19	5.41	MVTL	168 hrs prior
8	3/5/19	3/29/19	5.60	MDH	
8	4/2/19	4/11/19	5.40	MVTL	168 hrs prior
8	5/7/19	5/14/19	5.13	MVTL	168 hrs prior
8	6/4/19	6/21/19	5.12	MVTL	168 hrs prior
9	5/16/17	5/25/17	3.47	MVTL	168 hrs prior
9	6/5/17	6/28/17	3.40	MDH	168 hrs prior
9	6/20/17	6/27/17	3.69	MVTL	168 hrs prior
9	7/11/17	7/20/17	4.23	MVTL	144 hrs prior
9	8/8/17	8/14/17	4.27	MVTL	168 hrs prior
9	9/12/17	9/26/17	4.40	MVTL	132 hrs prior
9	10/10/17	10/20/17	4.38	MVTL	144 hrs prior
9	11/14/17	11/21/17	4.43	MVTL	168 hrs prior
9	12/12/17	12/22/17	4.14	MVTL	168 hrs prior
9	1/9/18	1/16/18	4.45	MVTL	168 hrs prior
9	2/13/18	2/20/18	4.33	MVTL	168 hrs prior
9	3/13/18	3/26/18	4.36	MVTL	168 hrs prior
9	4/10/18	4/18/18	4.23	MVTL	168 hrs prior
9	6/19/18	6/26/18	2.92	MVTL	96 hrs prior
9	6/19/18	7/18/18	2.80	MDH	
9	7/10/18	7/18/18	4.20	MVTL	240 hrs prior
9	8/14/18	8/20/18	4.29	MVTL	168 hrs prior
9	9/11/18	10/15/18	3.83	MVTL	168 hrs prior
9	10/16/18	11/7/18	3.61	MVTL	168 hrs prior
9	11/13/18	11/29/18	4.15	MVTL	168 hrs prior
9	12/27/18	1/14/19	1.87	MVTL	168 hrs prior
9	4/9/19	4/16/19	2.69	MVTL	168 hrs prior
9	4/9/19	5/1/19	2.80	MDH	
9	5/14/19	5/20/19	2.82	MVTL	168 hrs prior



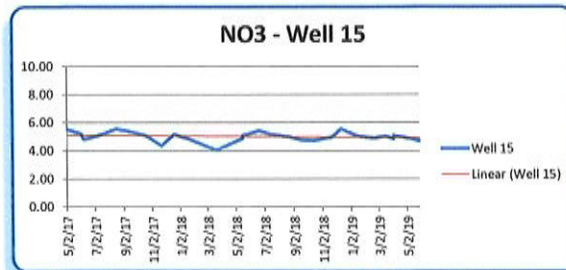
Shakopee Public Utilities Commission
Water Department
Nitrate Results
Reported in mg/L

Location	Sample Collected	Results Received	Results	Lab	Run Time
10	4/17/12	4/20/12	< 1.00	TCWC	158 hrs prior
10	1/21/14	1/29/14	< 1.00	TCWC	144 hrs prior
10	3/25/14	4/1/14	3.61	MVTL	96 hrs prior
10	4/23/14	5/7/14	< 0.20	MVTL	24 hrs prior
10	4/23/14	6/16/14	< 0.05	MDH	*
10	6/16/15	6/26/15	< 0.05	MVTL	144 hrs prior
10	4/11/17	4/17/17	< 0.05	MVTL	168 hrs prior
10	1/8/19	1/14/19	< 0.05	MVTL	168 hrs prior
11	5/23/17	5/30/17	2.83	MVTL	168 hrs prior
11	6/1/17	6/15/17	2.90	MDH	192 hrs prior
11	6/27/17	7/5/17	2.50	MVTL	168 hrs prior
11	7/11/17	7/20/17	2.50	MVTL	168 hrs prior
11	8/8/17	8/14/17	2.55	MVTL	168 hrs prior
11	9/12/17	9/26/17	2.62	MVTL	168 hrs prior
11	10/10/17	10/20/17	2.61	MVTL	144 hrs prior
11	11/14/17	11/21/17	2.57	MVTL	168 hrs prior
11	12/12/17	12/22/17	2.39	MVTL	168 hrs prior
11	1/9/18	1/16/18	2.57	MVTL	168 hrs prior
11	2/13/18	2/20/18	2.54	MVTL	168 hrs prior
11	3/13/18	3/26/18	2.59	MVTL	168 hrs prior
11	4/10/18	4/18/18	2.53	MVTL	168 hrs prior
11	6/22/18	7/18/18	2.80	MDH	24 hrs prior
11	7/10/18	7/18/18	2.48	MVTL	24 hrs prior
11	8/14/18	8/20/18	2.95	MVTL	168 hrs prior
11	9/18/18	10/15/18	2.83	MVTL	168 hrs prior
11	10/16/18	11/7/18	2.45	MVTL	168 hrs prior
11	11/13/18	11/29/18	2.41	MVTL	168 hrs prior
11	12/27/18	1/14/19	2.25	MVTL	168 hrs prior
11	1/8/19	1/14/19	2.31	MVTL	168 hrs prior
11	4/9/19	4/16/19	2.40	MVTL	168 hrs prior
11	4/9/19	5/1/19	2.60	MDH	
11	5/14/19	5/20/19	2.48	MVTL	168 hrs prior
12	4/11/17	4/17/17	0.92	MVTL	168 hrs prior
12	9/5/17	9/26/17	0.72	MVTL	168 hrs prior
12	12/5/17	12/22/17	0.72	MVTL	168 hrs prior
12	9/4/18	10/15/18	0.62	MVTL	168 hrs prior
12	12/4/18	12/11/18	0.58	MVTL	144 hrs prior
12	3/5/19	3/14/19	0.68	MVTL	168 hrs prior
12	5/28/19	6/6/19	0.53	MVTL	
13	3/12/09	3/28/09	0.96	MVTL	46 hrs prior
13	4/14/09	4/27/09	1.10	MVTL	60 hrs prior
13	8/4/09	8/12/09	0.90	MVTL	1013 hrs prior
13	9/24/09	10/5/09	0.98	MVTL	51 hrs prior
13	7/14/10	7/27/10	1.07	MVTL	42 hrs prior
13	3/11/11	3/16/11	1.08	MVTL	100 hrs prior
13	4/11/17	4/17/17	1.19	MVTL	48 hrs prior
13	9/5/17	9/26/17	1.35	MVTL	128 hrs prior
13	12/5/17	12/22/17	1.20	MVTL	168 hrs prior
13	3/6/18	3/26/18	1.32	MVTL	168 hrs prior
13	6/5/18	6/14/18	1.11	MVTL	24 hrs prior
13	9/4/18	10/15/18	1.28	MVTL	168 hrs prior
13	12/4/18	12/11/18	1.08	MVTL	168 hrs prior
13	3/5/19	3/14/19	0.98	MVTL	168 hrs prior
13	5/28/19	6/6/19	0.95	MVTL	168 hrs prior
14	4/23/14	6/16/14	< 0.05	MDH	*
14	4/11/17	4/17/17	< 0.05	MVTL	20 hrs prior
14	9/5/17	9/26/17	< 0.05	MVTL	24 hrs prior
14	12/5/17	12/22/17	< 0.05	MVTL	168 hrs prior
14	3/6/18	3/26/18	< 0.05	MVTL	168 hrs prior
14	6/5/18	6/14/18	< 0.05	MVTL	24 hrs prior

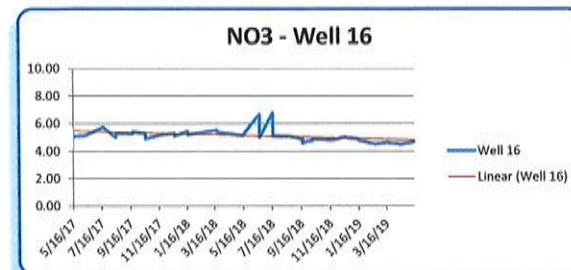


Shakopee Public Utilities Commission
Water Department
Nitrate Results
Reported in mg/L

Location	Sample Collected	Results Received	Results	Lab	Run Time
15	5/2/17	5/10/17	5.50	MVTL	144 hrs prior
15	6/1/17	6/15/17	5.20	MDH	168 hrs prior
15	6/6/17	6/14/17	4.80	MVTL	168 hrs prior
15	7/18/17	7/24/17	5.20	MVTL	168 hrs prior
15	8/15/17	8/21/17	5.54	MVTL	168 hrs prior
15	9/19/17	9/26/17	5.32	MVTL	168 hrs prior
15	10/17/17	11/17/17	5.10	MVTL	168 hrs prior
15	11/21/17	12/11/17	4.36	MVTL	168 hrs prior
15	12/19/17	12/27/17	5.17	MVTL	192 hrs prior
15	1/16/18	2/20/18	4.88	MVTL	168 hrs prior
15	3/20/18	3/27/18	4.04	MVTL	168 hrs prior
15	5/15/18	5/31/18	4.88	MVTL	168 hrs prior
15	5/15/18	5/31/18	5.10	MDH	
15	6/19/18	6/26/18	5.40	MVTL	408 hrs prior
15	7/17/18	8/17/18	5.16	MVTL	120 hrs prior
15	8/21/18	10/15/18	5.02	MVTL	168 hrs prior
15	9/18/18	10/15/18	4.76	MVTL	168 hrs prior
15	10/16/18	11/7/18	4.74	MVTL	168 hrs prior
15	11/20/18	11/29/18	4.98	MVTL	168 hrs prior
15	12/11/18	12/21/18	5.54	MVTL	168 hrs prior
15	1/15/19	1/29/19	5.05	MVTL	168 hrs prior
15	2/19/19	3/4/19	4.91	MVTL	168 hrs prior
15	3/15/19	3/25/19	5.05	MVTL	168 hrs prior
15	4/2/19	4/11/19	4.87	MVTL	168 hrs prior
15	4/2/19	5/1/19	5.10	MDH	
15	5/7/19	5/14/19	4.89	MVTL	168 hrs prior
15	5/28/19	6/6/19	4.70	MVTL	168 hrs prior

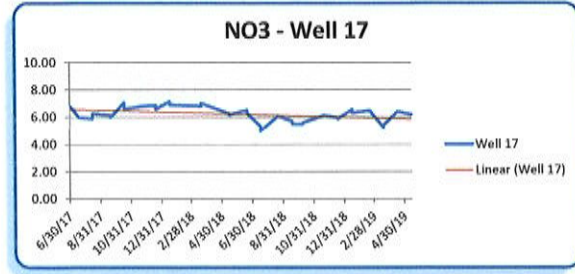


16	5/16/17	5/25/17	5.07	MVTL	168 hrs prior
16	6/8/17	7/27/17	5.10	MDH	168 hrs prior
16	7/18/17	7/24/17	5.72	MVTL	168 hrs prior
16	8/14/17	10/20/17	5.00	MDH	
16	8/15/17	8/21/17	5.28	MVTL	168 hrs prior
16	9/19/17	9/26/17	5.25	MVTL	168 hrs prior
16	9/19/17	10/20/17	5.40	MDH	
16	10/17/17	11/17/17	5.29	MVTL	168 hrs prior
16	10/17/17	3/9/18	4.90	MDH	
16	11/21/17	12/11/17	5.21	MVTL	168 hrs prior
16	12/19/17	12/27/17	5.29	MVTL	192 hrs prior
16	12/19/17	2/20/18	5.10	MDH	
16	1/16/18	2/20/18	5.44	MVTL	168 hrs prior
16	1/16/18	3/9/18	5.20	MDH	
16	3/20/18	3/27/18	5.53	MVTL	168 hrs prior
16	3/20/18	5/31/18	5.40	MDH	
16	5/15/18	5/31/18	5.14	MVTL	168 hrs prior
16	5/15/18	6/26/18	5.20	MDH	
16	6/19/18	6/26/18	6.65	MVTL	408 hrs prior
16	6/19/18	7/18/18	5.00	MDH	
16	7/17/18	8/17/18	6.76	MVTL	408 hrs prior
16	7/17/18	11/19/18	5.10	MDH	
16	9/18/18	10/15/18	4.87	MVTL	168 hrs prior
16	9/18/18	10/15/18	4.60	MDH	
16	10/9/18	10/15/18	4.79	MVTL	168 hrs prior
16	10/9/18	11/19/18	4.90	MDH	
16	8/21/18	10/15/18	5.09	MVTL	192 hrs prior
16	11/20/18	11/29/18	4.81	MVTL	168 hrs prior
16	12/18/18	12/26/18	5.06	MVTL	192 hrs prior
16	12/18/18	1/14/19	5.00	MDH	
16	1/15/19	1/29/19	4.90	MVTL	168 hrs prior
16	1/15/19	3/4/19	4.80	MDH	
16	2/19/19	3/4/19	4.51	MVTL	168 hrs prior
16	3/19/19	3/25/19	4.63	MVTL	168 hrs prior
16	3/19/19	4/4/19	4.60	MDH	
16	4/16/19	4/23/19	4.50	MVTL	168 hrs prior
16	5/14/19	5/20/19	4.68	MVTL	168 hrs prior

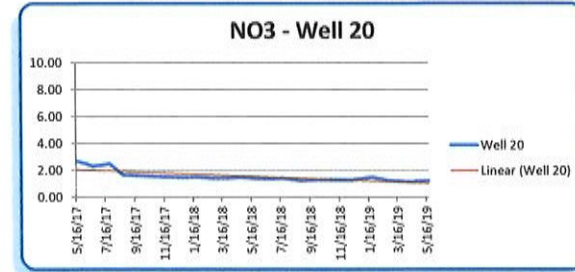


Shakopee Public Utilities Commission
Water Department
Nitrate Results
Reported in mg/L

Location	Sample Collected	Results Received	Results	Lab	Run Time
17	6/30/17	7/27/17	6.80	MDH	168 hrs prior
17	7/18/17	7/24/17	5.97	MVTL	168 hrs prior
17	8/14/17	10/20/17	5.90	MDH	
17	8/15/17	8/21/17	6.27	MVTL	168 hrs prior
17	9/19/17	9/26/17	6.13	MVTL	168 hrs prior
17	9/19/17	10/20/17	6.00	MDH	
17	10/17/17	11/17/17	7.06	MVTL	168 hrs prior
17	10/17/17	3/9/18	6.60	MDH	
17	11/21/17	12/11/17	6.79	MVTL	168 hrs prior
17	12/19/17	12/27/17	6.85	MVTL	192 hrs prior
17	12/19/17	2/20/18	6.60	MDH	
17	1/16/18	2/20/18	7.12	MVTL	168 hrs prior
17	1/16/18	3/9/18	6.90	MDH	
17	3/20/18	5/31/18	6.80	MDH	
17	3/20/18	3/27/18	7.00	MVTL	168 hrs prior
17	5/15/18	5/31/18	6.27	MVTL	168 hrs prior
17	5/15/18	6/26/18	6.20	MDH	
17	6/19/18	6/26/18	6.52	MVTL	408 hrs prior
17	6/19/18	7/18/18	6.30	MDH	
17	7/17/18	8/17/18	5.30	MVTL	408 hrs prior
17	7/17/18	11/19/18	5.00	MDH	
17	8/21/18	10/15/18	6.10	MVTL	168 hrs prior
17	9/18/18	10/15/18	5.70	MVTL	168 hrs prior
17	9/18/18	10/15/18	5.50	MDH	
17	10/9/18	10/15/18	5.50	MVTL	168 hrs prior
17	10/9/18	11/19/18	5.60	MDH	
17	11/20/18	11/29/18	6.13	MVTL	168 hrs prior
17	12/18/18	12/26/18	5.97	MVTL	168 hrs prior
17	12/18/18	1/14/19	5.90	MDH	
17	1/15/19	1/29/19	6.56	MVTL	168 hrs prior
17	1/15/19	3/4/19	6.30	MDH	
17	2/19/19	3/4/19	6.49	MVTL	168 hrs prior
17	3/19/19	3/25/19	5.25	MVTL	168 hrs prior
17	3/19/19	4/4/19	5.40	MDH	
17	4/16/19	4/23/19	6.40	MVTL	168 hrs prior
17	5/14/19	5/20/19	6.19	MVTL	168 hrs prior

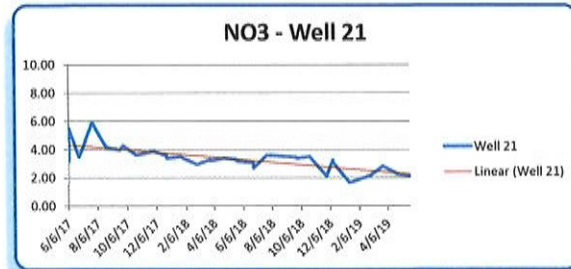


20	5/16/17	5/25/17	2.68	MVTL	168 hrs prior
20	6/5/17	6/28/17	2.50	MDH	144 hrs prior
20	6/20/17	6/27/17	2.30	MVTL	168 hrs prior
20	7/25/17	8/1/17	2.49	MVTL	144 hrs prior
20	8/22/17	8/28/17	1.67	MVTL	192 hrs prior
20	9/26/17	10/4/17	1.61	MVTL	168 hrs prior
20	10/24/17	11/17/17	1.56	MVTL	168 hrs prior
20	11/28/17	12/11/17	1.51	MVTL	168 hrs prior
20	12/26/17	1/9/18	1.46	MVTL	168 hrs prior
20	1/23/18	2/20/18	1.51	MVTL	168 hrs prior
20	2/27/18	3/9/18	1.41	MVTL	168 hrs prior
20	3/27/18	4/10/18	1.43	MVTL	168 hrs prior
20	4/24/18	5/9/18	1.49	MVTL	168 hrs prior
20	5/22/18	5/31/18	1.42	MVTL	168 hrs prior
20	5/22/18	6/14/18	1.40	MDH	
20	6/26/18	7/2/18	1.39	MVTL	72 hrs prior
20	7/24/18	8/17/18	1.42	MVTL	576 hrs prior
20	8/28/18	10/15/18	1.24	MVTL	192 hrs prior
20	9/25/18	10/15/18	1.30	MVTL	168 hrs prior
20	10/23/18	11/7/18	1.30	MVTL	216 hrs prior
20	12/11/18	12/21/18	1.29	MVTL	168 hrs prior
20	1/22/19	2/5/19	1.49	MVTL	168 hrs prior
20	2/26/19	3/6/19	1.25	MVTL	168 hrs prior
20	3/26/19	4/1/19	1.18	MVTL	168 hrs prior
20	4/23/19	5/1/19	1.15	MVTL	168 hrs prior
20	4/23/19	5/17/19	1.20	MDH	
20	5/21/19	5/29/19	1.21	MVTL	168 hrs prior



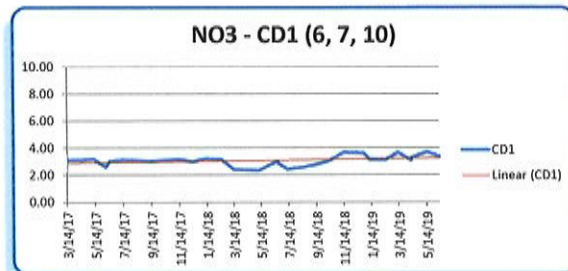
Shakopee Public Utilities Commission
Water Department
Nitrate Results
Reported in mg/L

Location	Sample Collected	Results Received	Results	Lab	Run Time
21	6/6/17	6/28/17	3.20	MDH	144 hrs prior
21	6/6/17	7/27/17	5.50	MDH	
21	6/27/17	7/5/17	3.48	MVTL	168 hrs prior
21	7/25/17	8/1/17	5.90	MVTL	144 hrs prior
21	8/22/17	8/28/17	4.18	MVTL	192 hrs prior
21	9/19/17	10/20/17	4.00	MDH	
21	9/26/17	10/4/17	4.29	MVTL	168 hrs prior
21	10/24/17	11/17/17	3.61	MVTL	168 hrs prior
21	11/28/17	12/11/17	3.90	MVTL	168 hrs prior
21	12/26/17	1/9/18	3.58	MVTL	168 hrs prior
21	12/26/17	2/20/18	3.40	MDH	
21	1/23/18	2/20/18	3.49	MVTL	168 hrs prior
21	2/27/18	3/9/18	2.95	MVTL	168 hrs prior
21	3/27/18	4/10/18	3.28	MVTL	168 hrs prior
21	3/27/18	5/31/18	3.20	MDH	
21	4/24/18	5/9/18	3.40	MVTL	168 hrs prior
21	5/22/18	5/31/18	3.30	MVTL	168 hrs prior
21	5/22/18	6/14/18	3.20	MDH	
21	6/26/18	7/2/18	3.07	MVTL	240 hrs prior
21	6/26/18	8/17/18	2.70	MDH	
21	7/24/18	8/17/18	3.60	MVTL	576 hrs prior
21	8/28/18	10/15/18	3.54	MVTL	168 hrs prior
21	9/25/18	10/15/18	3.45	MVTL	216 hrs prior
21	9/26/18	10/15/18	3.40	MDH	
21	10/23/18	11/7/18	3.49	MVTL	168 hrs prior
21	11/27/18	12/5/18	2.13	MVTL	192 hrs prior
21	12/11/18	12/21/18	3.28	MVTL	168 hrs prior
21	12/11/18	1/14/19	3.10	MDH	
21	1/15/19	1/29/19	1.65	MVTL	168 hrs prior
21	2/26/19	3/6/19	2.13	MVTL	168 hrs prior
21	3/26/19	4/1/19	2.82	MVTL	168 hrs prior
21	4/23/19	5/1/19	2.31	MVTL	168 hrs prior
21	4/23/19	5/17/19	2.30	MDH	
21	5/21/19	5/29/19	2.12	MVTL	168 hrs prior



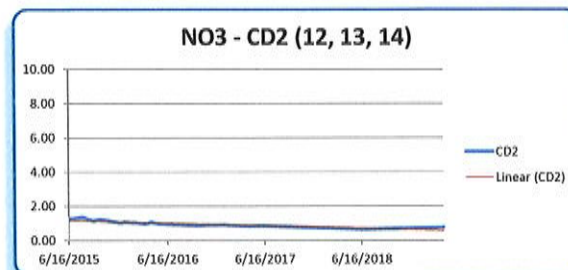
Combined Discharge - Wells 6-7-10

CD 1	3/14/17	3/23/17	3.11	MVTL	168 hrs prior
CD 1	4/11/17	4/17/17	3.11	MVTL	120 hrs prior
CD 1	5/9/17	5/25/17	3.19	MVTL	212 hrs prior
CD 1	6/5/17	6/28/17	2.60	MDH	168 hrs prior
CD 1	6/13/17	6/20/17	3.03	MVTL	168 hrs prior
CD 1	7/11/17	7/20/17	3.12	MVTL	168 hrs prior
CD 1	8/8/17	8/14/17	3.08	MVTL	168 hrs prior
CD 1	9/12/17	9/26/17	3.03	MVTL	168 hrs prior
CD 1	10/10/17	10/20/17	3.09	MVTL	168 hrs prior
CD 1	11/14/17	11/21/17	3.16	MVTL	168 hrs prior
CD 1	12/12/17	12/22/17	3.00	MVTL	168 hrs prior
CD 1	1/9/18	1/16/18	3.23	MVTL	168 hrs prior
CD 1	2/13/18	2/20/18	3.18	MVTL	168 hrs prior
CD 1	3/13/18	3/28/18	2.42	MVTL	168 hrs prior
CD 1	5/8/18	5/31/18	2.36	MVTL	168 hrs prior
CD 1	6/19/18	6/26/18	3.05	MVTL	168 hrs prior
CD 1	6/19/18	7/18/18	2.90	MDH	
CD 1	7/10/18	7/18/18	2.46	MVTL	240 hrs prior
CD 1	8/14/18	8/20/18	2.59	MVTL	168 hrs prior
CD 1	9/11/18	10/15/18	2.78	MVTL	168 hrs prior
CD 1	10/9/18	10/15/18	3.06	MVTL	168 hrs prior
CD 1	11/13/18	11/29/18	3.68	MVTL	168 hrs prior
CD 1	12/27/18	1/14/19	3.63	MVTL	168 hrs prior
CD 1	1/8/19	1/14/19	3.19	MVTL	168 hrs prior
CD 1	2/12/19	2/22/19	3.16	MVTL	168 hrs prior
CD 1	3/12/19	3/18/19	3.67	MVTL	168 hrs prior
CD 1	4/9/19	4/16/19	3.13	MVTL	168 hrs prior
CD 1	4/9/19	5/1/19	3.30	MDH	
CD 1	5/14/19	5/20/19	3.69	MVTL	168 hrs prior
CD 1	6/11/19	6/21/19	3.37	MVTL	168 hrs prior



Combined Discharge - Wells 12-13-14



CD 2	6/16/2015	6/26/2015	1.26	MVTL	126 hrs prior
CD 2	8/4/2015	8/10/2015	1.35	MVTL	168 hrs prior
CD 2	9/15/2015	9/22/2015	1.15	MVTL	144 hrs prior
CD 2	10/6/2015	10/14/2015	1.25	MVTL	208 hrs prior
CD 2	12/22/2015	12/30/2015	1.03	MVTL	168 hrs prior
CD 2	1/5/2016	1/13/2016	1.08	MVTL	192 hrs prior
CD 2	2/23/2016	2/29/2016	1.03	MVTL	208 hrs prior
CD 2	3/22/2016	3/28/2016	0.96	MVTL	288 hrs prior
CD 2	4/12/2016	4/19/2016	1.07	MVTL	120 hrs prior
CD 2	5/10/2016	5/16/2016	0.98	MVTL	165 hrs prior
CD 2	5/10/2016	6/2/2016	0.97	MDH	
CD 2	7/12/2016	7/18/2016	0.93	MVTL	170 hrs prior
CD 2	10/11/2016	10/17/2016	0.87	MVTL	168 hrs prior
CD 2	11/8/2016	11/17/2016	0.91	MVTL	168 hrs prior
CD 2	1/10/2017	1/20/2017	0.92	MVTL	216 hrs prior
CD 2	4/11/2017	4/17/2017	0.85	MVTL	144 hrs prior
CD 2	6/8/2017	6/28/2017	0.86	MDH	144 hrs prior
CD 2	6/22/2018	7/18/2018	0.67	MDH	528 hrs prior
CD 2	4/16/2019	5/1/2019	0.78	MDH	165 hrs prior



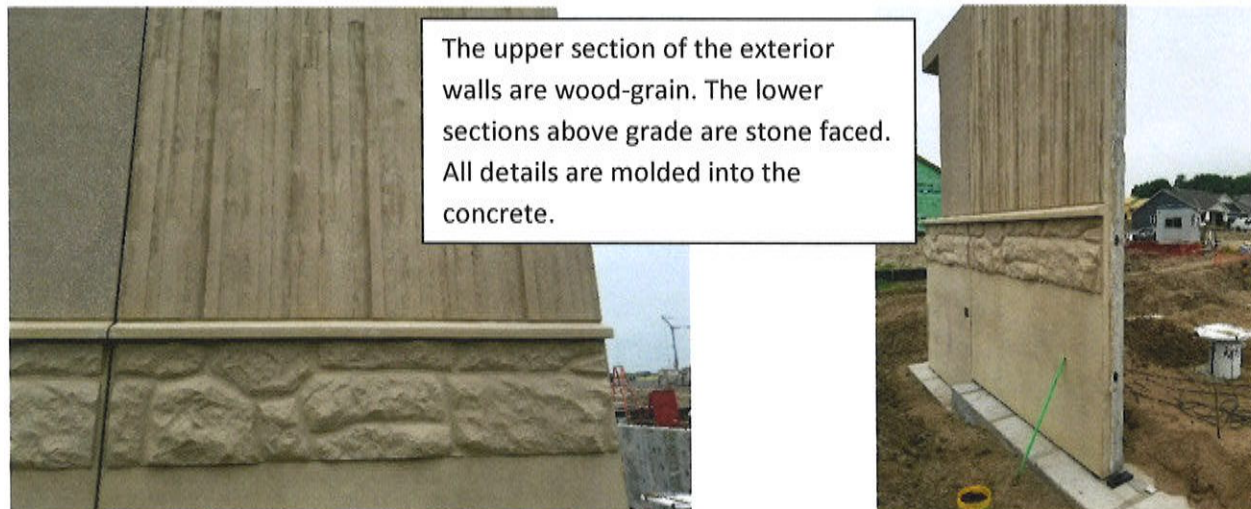
MVTL = Minnesota Valley Testing Laboratories
MDH = Minnesota Department of Health
TCWC = Twin City Water Clinic

SHAKOPEE PUBLIC UTILITIES
MEMORANDUM

8c

TO: John R. Crooks, Utilities Manager 
FROM: Lon R. Schemel, Water Superintendent 
SUBJECT: Windermere Booster Station Update 2
DATE: June 27, 2019

June 17, 2019



June 26, 2019

View facing East.

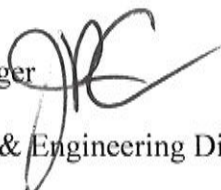



A workman checks roof trusses for spacing.

The corners of the booster station will be fitted with translucent panels on each corner eliminating the need for lighting during the day.



**SHAKOPEE PUBLIC UTILITIES
MEMORANDUM**

TO: John Crooks, Utilities Manager 
FROM: Joseph D. Adams, Planning & Engineering Director 
SUBJECT: 2nd HES District Water Tank and Well Site
DATE: June 28, 2019

ISSUE

Staff has submitted the attached Purchase Agreement to the property owners of the proposed site.

BACKGROUND

The Commission previously reviewed a draft purchase agreement for this site and this updated Purchase Agreement is substantially the same as before, but with the size of the parcel better defined.

The 2019 Capital Improvement Plan budget for the site is \$350,000. The Windermere Booster Station project is projected to be under budget. Since both items fall under the Water Connection Fund in the CIP, this will provide the dollars to financially accomplish the purchase.

DISCUSSION

Staff and Smabatek have worked with the property owners and city staff to ensure that the sellers will be satisfied with the resulting boundaries of their remnant parcel and all of the city requirements for land use, zoning, subdivision (platting), access, drainage and storm water management will be able to be met for the initial development of an elevated water storage facility with the proposed parcel.

Although the size of the parcel is greater than initially budgeted for in the 2019 CIP, the cost per acre is reasonable and the additional area is critical to meeting the Commission's goal of staying ahead of development so SPU can support the city's continuing development. The additional area that enables the site to be accessed now and to manage storm water runoff may become surplus area the Commission may be able to either sell or trade for other considerations when the surrounding property is subdivided and developed by another party.

In addition, the city has offered to work with SPU to facilitate future capacity in their regional storm water ponding to accommodate SPU plans for future water supply wells, a pump house and potential water treatment plant on the same site.

REQUESTED ACTION

Staff requests the Commission approve the terms of the Purchase Agreement subject to legal review and the Utilities Manager's discretion on inconsequential language changes that do not materially affect the outcome as the document is finalized with the property owners' and their attorney. The Purchase Agreement is with Latour Farms, L.P. for approximately 6.82 acres at \$85,000 per acre for a total of \$579,700 subject to an "as built" survey to determine the legal parcel boundaries and area.

PURCHASE AGREEMENT

DATE: _____, 2019

BETWEEN: **LATOUR FARMS, L.P.,**
a Minnesota limited partnership ("Seller")

AND: **SHAKOPEE PUBLIC UTILITIES COMMISSION,**
a Minnesota municipal utility commission ("Buyer")

FOR VALUABLE CONSIDERATION, Seller and Buyer agree as follows:

I. SALE AND PURCHASE

- 1.1 Sale of Property. Subject to the terms and conditions of this Purchase Agreement (this "Agreement"), Seller will sell and convey to Buyer, and Buyer will purchase and accept from Seller, the parcel of real property described in Exhibit A, together with all improvements thereon and all rights, privileges, easements, licenses, appurtenances and hereditaments relating thereto (collectively, the "Property").
- 1.2 Closing. The closing of the sale and purchase of the Property ("Closing") will occur thirty (30) days after the expiration of the Due Diligence Period under Article IV of this Agreement at 10:00 a.m. local time in the offices of the Title Company or at such other time or place as Buyer and Seller may agree.

II. PURCHASE PRICE

- 2.1 Calculation of Purchase Price. The "Purchase Price" shall mean an amount calculated based on the area contained in the Property as shown on the Survey described in Section 3.2. The Purchase Price shall be calculated based on a rate of Eighty-Five Thousand and No/100 Dollars (\$85,000.00) per acre. For illustration purposes only, if the Survey shows that, following the final configuration of the Property as agreed upon by the parties, the Property contains 6.82 acres, the Purchase Price would be Five Hundred Seventy-Nine Thousand Seven Hundred and No/100 Dollars (\$579,700.00).
- 2.2 Payment of Purchase Price. The Purchase Price for the Property will be paid in the following manner:
- (a) \$3,500.00, by Buyer depositing with the Title Company identified in Section 3.1 such amount in cash upon execution of this Agreement as earnest money; and
 - (b) the remainder, by Buyer paying such amount to Seller in cash at Closing.
- 2.3 Method of Payment. All cash payments by Buyer will be in U.S. Dollars and in the form of wire transfers, certified checks or other immediately available funds acceptable to Seller.

- 2.4 Application of Earnest Money. Any earnest money deposited by Buyer under Section 2.2 will be deposited with the Title Company identified in Section 3.1. The Title Company will be instructed to hold the earnest money in its trust account, and invest the earnest money in certificates issued by and time deposits in national banking associations or nationally chartered savings and loan associations, in securities issued or guaranteed by the United States Government, in money market funds the underlying assets of which consist of the above-described certificates or securities, or in such other investments as may from time to time be approved in writing by Buyer and Seller. All interest earned on the earnest money will be considered as additional earnest money, to be held and invested by the Title Company in the same manner as the earnest money originally deposited. If Closing does not occur pursuant to the termination of this Agreement by Buyer per the terms hereof or because of a default by Seller under this Agreement, the earnest money deposited under this Agreement and any interest earned thereon will be returned to Buyer. If Closing does not occur because of a default by Buyer under this Agreement, such earnest money will be paid to Seller as liquidated damages. If Closing occurs, such earnest money will be paid to Seller as a part of the Purchase Price. Buyer will bear any risk of loss with regard to any earnest money deposited with the Title Company or any interest earned thereon.

III. TITLE

- 3.1 Title Commitment. Within fifteen (15) days of the date of this Agreement, Buyer will obtain a commitment for an owner's policy of title insurance (ALTA Form 06/17/06) covering the Property (the "Commitment"), issued by Scott County Abstract and Title, Inc., a Minnesota corporation, through Old Republic National Title Insurance Company, or such other title insurer as may be acceptable to Buyer (the "Title Company"), with standard exceptions for mechanic's liens, survey and parties in possession deleted, with searches for special assessments and with an amount of coverage equal to the Purchase Price. The Commitment will include a copy of each instrument listed as an exception to title or referred to therein. The service charge for the Commitment and the premium for any policy issued pursuant to such Commitment will be paid by Buyer.
- 3.2 Survey. Within thirty (30) days of the date of this Agreement, Buyer will obtain, at its sole cost and expense, an "as-built" survey of the Property made by a registered land surveyor acceptable to Buyer, and certified to Buyer, the Title Company and the title insurer, showing the location of all easements, buildings, improvements, and encroachments and conforming to the current standard detail requirements established by the American Land Title Association and the National Society for Professional Surveyors (the "Survey"). The Survey shall also certify as to the actual acreage contained in the Property, as shown on the Survey (rounded to the nearest hundredth).
- 3.3 Examination of Title. Buyer will be allowed thirty (30) days after receipt of the Commitment and Survey for examination of title to the Property and making of objections. Objections will be made in writing or be deemed waived.
- 3.4 Corrections to Title. If any objections to title to the Property are made as provided in Section 3.3, Seller will be allowed sixty (60) days in which to make title marketable.

Pending correction of title, Closing will be postponed; but upon correction of title or waiver of the specified defects by Buyer, Closing will be held on the date scheduled for Closing under Section 1.2 or, if later, ten (10) days after the objections are cured or waived. If title is not made marketable or the objections are not waived by Buyer within sixty (60) days after the date Buyer gives written objection to title to the Property under Section 3.3, Buyer or Seller may terminate this Agreement and the earnest money and any interest earned thereon will be returned to Buyer and neither party will have any further obligations under this Agreement.

IV. REVIEW OF THE PROPERTY

- 4.1 Documents. Within fifteen (15) days after the date of this Agreement, Seller will make available at its offices for review and copy by Buyer all Leases, Contracts, Records, environmental and engineering studies, reports and tests, and other documents and surveys relating to the condition, suitability, and desirability of the Property that are in the possession of Seller or otherwise reasonably available to Seller (collectively, the "Documents"). Seller will not be responsible for the accuracy, completeness or sufficiency of the Documents and will have no obligation to copy or incur any costs for copying the Documents.
- 4.2 Due Diligence. Buyer will be allowed ninety (90) days after the date of this Agreement (the "Due Diligence Period") to review the Documents, inspect the Property, perform such inventories, observations, tests, and investigations as Buyer may reasonably deem appropriate, and otherwise satisfy itself regarding the condition, suitability, and desirability of the Property. If Buyer in its sole discretion is not satisfied with the Property, Buyer may on or before the expiration of the Due Diligence Period terminate this Agreement by giving written notice to Seller. Upon such termination, the earnest money and any interest earned thereon will be returned to Buyer and neither party will have any further obligations under this Agreement.
- 4.3 Environmental Inspection. Buyer may provide its environmental consultant with a copy of any environmental report included in the Documents made available by Seller, and pursuant to Section 9.2 may at its cost conduct additional investigations of the environmental condition of the Property. If Buyer conducts a Phase I environmental investigation and such report contains a recommendation for a Phase II investigation, Buyer will have the option of terminating this Agreement or ordering at Buyer's cost a Phase II investigation. If a Phase II investigation is ordered, the Due Diligence Period will be extended by an additional sixty (60) days for investigation and submittal of such report. Buyer will provide Seller with a copy of its Phase I and Phase II environmental reports upon completion.
- 4.4 Cooperation. Seller will cooperate with Buyer, at no cost to Seller, in making all necessary filings, petitions, and submissions required by Buyer to obtain the necessary governmental approvals for Buyer's planned use of the Property. Seller will take no action, either personally or in connection with a related entity, that would be inconsistent with or in contravention of its obligations to cooperate hereunder.

V. CONDITIONS TO CLOSING

5.1 Seller Conditions. The obligation of Seller to sell the Property under this Agreement is subject to the reasonable satisfaction of Seller that:

- (a) the representations and warranties of Buyer contained in Section 8.2 are true and correct in all material respects as of Closing;
- (b) Buyer has in all material respects performed and observed all covenants, agreements and conditions of this Agreement to be performed or observed by it prior to or on Closing;
- (c) it has received a certificate or certificates dated the day of Closing and signed by a responsible officer of Buyer certifying as to the matters set forth in items (a) and (b) of this Section;
- (d) no action or proceeding has been instituted or threatened by any third party unaffiliated with Seller to enjoin or delay purchase or obtain material damages from Seller with respect to the purchase which Seller in good faith believes presents a significant risk of succeeding; and
- (e) Buyer has delivered to Seller all of the items required to be delivered to Seller pursuant to Section 6.1.

5.2 Buyer Conditions. The obligation of Buyer to purchase the Property under this Agreement is subject to the reasonable satisfaction of Buyer that:

- (a) the representations and warranties of Seller contained in Section 8.1 are true and correct in all material respects as of Closing;
- (b) Seller has in all material respects performed and observed all covenants, agreements and conditions of this Agreement to be performed or observed by it prior to or at Closing;
- (c) it has received a certificate or certificates dated the day of Closing and signed by a responsible partner of Seller certifying as to the matters set forth in items (a) and (b) of this Section;
- (d) it is satisfied with the Property in its sole judgment and has determined that it can proceed with its planned use of the Property without significant additional expense and that the same is economically feasible;
- (e) it has obtained the approval of the City of Shakopee and any other relevant governmental authorities for all required rezoning permits, licenses, variances, site plan reviews, and other approvals necessary for Buyer's planned use of the Property;

- (f) Seller has terminated all existing leases on the Property prior to closing so that Seller can deliver the Property to Buyer free of all claims for lease termination and tenant relocation expenses; **[DRAFTER'S NOTE: BUYER NEEDS TO RECEIVE AND REVIEW ANY LEASES]**
- (g) no action or proceeding has been instituted or threatened by any third party unaffiliated with Buyer to enjoin or delay purchase or obtain material damages from Buyer with respect to the purchase which Buyer in good faith believes presents a significant risk of succeeding;
- (h) as of two (2) days before and as of Closing, Seller has removed from the Property any and all containers of motor oil, paint, solvents, petroleum products, all motor vehicle tires and batteries, and all hazardous substances, pollutants, and environmental contaminants from the Property; and
- (i) Seller has delivered to Buyer all of the items required to be delivered to Buyer pursuant to Section 6.2.

5.3 Unsatisfied Conditions. If any condition set out in Section 5.1 or 5.2 is unsatisfied on the date scheduled for Closing, the party for whose benefit the condition is may at its option:

- (a) waive the condition and proceed with Closing;
- (b) delay Closing for up to thirty (30) days to allow the condition to be satisfied; or
- (c) terminate this Agreement.

If this Agreement is so terminated, the earnest money and any interest thereon will be applied as set out in Section 2.3 and neither Seller nor Buyer will have the right to specific performance or damages for default of this Agreement.

VI. CLOSING

6.1 Buyer Closing Documents. Buyer will deliver to Seller at Closing:

- (a) the portion of the Purchase Price specified in Section 2.1;
- (b) a certificate dated as of the Closing and duly executed by Buyer certifying that the representations and warranties of Buyer contained in Section 8.2 of this Agreement are true in all material respects as of the date of the Closing;
- (c) a resolution of the board of commissioners of Buyer authorizing and approving the transaction contemplated by this Agreement, certified as true and correct by the secretary of Buyer; and
- (d) any other items required by this Agreement or reasonably required by the Title Company.

6.2 Seller Closing Documents. Seller will deliver to Buyer at Closing:

- (a) a warranty deed duly executed by Seller conveying the Property to Buyer;
- (b) a certificate dated as of the Closing and duly executed by Seller certifying that the representations and warranties of Seller contained in Section 8.1 of this Agreement are true in all material respects as of the date of the Closing;
- (c) termination agreements for all existing leases on the Property; **[DRAFTER'S NOTE: BUYER NEEDS TO RECEIVE AND REVIEW ANY LEASES]**
- (d) an affidavit satisfactory to Buyer that Seller is not a foreign person under Section 1445 of the United States Internal Revenue Code;
- (e) a well disclosure statement as required under Minnesota Statutes section 103I.235, if appropriate disclaimer language is not contained in the deed delivered at Closing;
- (f) an affidavit satisfactory to Buyer and the Title Company that at Closing there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against Seller, no labor, services, materials, or machinery furnished to the Property for which mechanics' liens could be filed, and no unrecorded interests in the Property which have not been fully disclosed to Buyer;
- (g) a resolution of the partners of Seller authorizing and approving the transaction contemplated by this Agreement, certified as true and correct by a partner of Seller; and
- (h) any other items required by this Agreement or reasonably required by the Title Company.

6.3 Delivery of Possession. Seller will deliver possession of the Property to Buyer at Closing.

6.4 Further Actions. At Buyer's request from time to time after Closing, Seller will at no cost to Seller execute and deliver such further documents of conveyance and take such other action as Buyer may reasonably require to convey the Property to Buyer.

VII. CLOSING COSTS AND PRORATIONS

7.1 Closing Costs. Buyer and Seller will each be responsible for its legal, accounting and other expenses associated with the transaction contemplated by this Agreement up to and including the date final adjustments are made pursuant to this Agreement. However, if Buyer or Seller defaults under this Agreement, it will be responsible for all reasonable expenses (including attorneys' fees) incurred by the other in enforcing any rights and remedies under this Agreement. Seller will be responsible for any document recording fees required for correction of title and any state deed tax required in connection with the transaction. Buyer will pay all other document recording fees, fees associated with the transfer or obtaining of licenses and permits required to operate the Property, mortgage registry taxes, and any sales

or use taxes required in connection with the transaction. Buyer and Seller will split the closing fee and any escrow fee imposed by the Title Company or its closing agent in connection with this transaction.

- 7.2 Taxes and Assessments. Real estate taxes and installments of special assessments with respect to the Property due and payable in the year in which Closing occurs will be prorated as of Closing. Seller will pay all such taxes and assessments due and payable in years prior to the year in which Closing occurs. Buyer will pay all such taxes and assessments due and payable in years following the year in which Closing occurs.
- 7.3 Income and Expenses. Except as set out in Section 7.2, rents (including without limitation payments for operating costs and percentage rent) and all other income and operating expenses relating to the Property will be prorated as of the close of business of the day before Closing. Seller will be responsible for the expenses and entitled to the revenues accrued or applicable to the period prior to Closing. Buyer will be responsible for the expenses and entitled to the revenues accrued or applicable to the day of Closing and thereafter.
- 7.4 Estimates. If any amount to be apportioned under Section 7.3 cannot be calculated with precision because any item included in such calculation is not then known, such calculation will be made on the basis of reasonable estimates of Seller of the items in question. Promptly after any such item becomes known to either party, such party will so notify the other and will include in such notice the amount of any required adjustment. If such adjustment requires an additional payment by Buyer to Seller, Buyer will make such payment to Seller simultaneously with its giving or within twenty (20) days of its receipt of such notice, as the case may be. If such adjustment requires a refund by Seller to Buyer, Seller will make such refund simultaneously with its giving or within twenty (20) days after its receipt of such notice, as the case may be.

VIII. WARRANTIES AND REPRESENTATIONS

- 8.1 Seller Warranties. Seller warrants and represents to Buyer that:
- (a) no brokerage commission or other compensation is due and unpaid in connection with any lease, tenancy or occupancy of the Property or any renewal thereof;
 - (b) Seller has not received any notice of a violation of any building codes, fire codes, health codes, zoning codes, environmental laws, or other laws and regulations affecting the Property or the use thereof;
 - (c) Seller has not received any notice of a condemnation, environmental, zoning or other regulation or proceeding being instituted or planned which would detrimentally affect the use and operation of the Property for its intended purpose;
 - (d) Seller has not received any notice of hearing of a public improvement project from any governmental assessing authority, the costs of which may be assessed against the Property;

- (e) Seller does not know of any wells on the Property, except as may otherwise be disclosed in the Documents (this statement being made pursuant to the disclosure requirements of Minnesota Statutes section 103I.235);
- (f) Seller does not know of any individual sewage treatment systems on the Property or serving the Property, except as may otherwise be disclosed in the Documents (this statement being made pursuant to the disclosure requirements of Minnesota Statutes section 115.55);
- (g) Seller does not know of any underground or aboveground storage tanks currently on the Property, or any underground or aboveground storage tanks formerly on the Property that had a release for which no corrective action was taken, except as may otherwise be disclosed in the Documents or affidavit filed of record (this statement being made pursuant to the disclosure requirements of Minnesota Statutes section 116.48);
- (h) Seller has removed, or will remove prior to Closing, all personal property (except for the Personal Property), any and all containers of motor oil, paint, solvents, petroleum products, all motor vehicle tires and batteries, and all hazardous substances, pollutants, and environmental contaminants from the Property, including but not limited to any such hazardous substances, pollutants, and environmental contaminants identified in any environmental assessment of the Property;
- (i) [to the best of Seller's knowledge, no methamphetamine production has occurred on the Property;] **[or]** [to the best of Seller's knowledge, methamphetamine production has occurred on the Property and Seller makes the following disclosure in accordance with the requirements of Minnesota Statutes section 152.0275:

A county or local health department or sheriff **[has]** **[has not]** ordered that the Property or some portion of the Property is prohibited from being occupied or used until it has been assessed and remediated as provided in the Department of Health's Clandestine Drug Labs General Clean-up Guidelines.

[If such order has been issued complete the following statement: The above orders issued against the Property **[have]** **[have not]** been vacated.] [If such order has not been issued, state the status of removal and remediation on the Property. [Use additional sheets, if necessary.]];

- (j) Seller is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Minnesota and has all requisite power and authority to carry out its business as conducted, to execute and deliver this Agreement and the documents entered into pursuant hereto, and to carry out its obligations under this Agreement and such documents;

- (k) this Agreement has been duly authorized, executed and delivered on behalf of Seller and constitutes the valid and binding agreement of Seller, enforceable in accordance with its terms;
- (l) the execution, delivery and performance of this Agreement by Seller will not result in a breach or violation of Seller or constitute a default by Seller under any agreement, instrument or order to which Seller is a party or by which Seller is bound; and
- (m) Seller is not aware of any action, proceeding or investigation pending or threatened which might materially adversely affect the Property or the ability of Seller to perform its obligations under this Agreement.

8.2 Buyer Warranties. Buyer warrants and represents to Seller that:

- (a) Buyer is a municipal utility commission duly organized, validly existing and in good standing under the laws of the State of Minnesota and has all requisite power and authority to carry on its business as conducted, to execute and deliver this Agreement and the documents entered into pursuant hereto, and to carry out its obligations under this Agreement and such documents;
- (b) this Agreement has been duly authorized, executed and delivered on behalf of Buyer and constitutes the valid and binding agreement of Buyer, enforceable in accordance with its terms;
- (c) the execution, delivery and performance of this Agreement by Buyer will not result in a breach or violation by Buyer or constitute a default by Buyer under any agreement, instrument or order to which Buyer is a party or by which Buyer is bound; and
- (d) Buyer is not aware of any action, proceeding or investigation pending or threatened which might materially adversely affect the ability of Buyer to perform its obligations under this Agreement.

8.3 Residential Property Disclosures. If the Property is residential property, Seller shall complete the disclosures attached hereto as Exhibit B.

IX. OPERATIONS PRIOR TO CLOSING

- 9.1 Operation. During the period from the execution of this Agreement to Closing, Seller will cause the Property to be operated in the manner in which it has been operated prior to the execution of this Agreement. Seller will not without Buyer's written consent permit any new leases or contracts or any amendment, modification, termination, surrender, extension or assignment of any of the Leases or Contracts or any sublease of the Property or any waiver of Seller's rights under any of the Leases or Contracts. Seller will keep and comply with all requirements of encumbrances and will not without Buyer's written consent permit any new encumbrance or any amendment, modification or termination of any encumbrance or any waiver of Seller's rights under any encumbrance on the Property.

- 9.2 Inspection. During the period from execution of this Agreement to Closing, Buyer and its representatives may enter the Property to inspect the Property and perform such inventories, observations, tests and investigations as Buyer may reasonably deem appropriate. Buyer will at Buyer's cost repair any resulting damage to the Property and will indemnify and hold harmless Seller from any injury or damage to persons or property. Notwithstanding anything in this Agreement to the contrary, this obligation and indemnity shall survive termination of this Agreement.

X. CASUALTY AND CONDEMNATION

- 10.1 Notice of Damage or Taking. Seller will give Buyer prompt notice of any fire or other casualty occurring between the date of this Agreement and Closing which involves damage to the Property and of any actual or threatened taking in condemnation affecting the Property of which Seller has knowledge.

- 10.2 Option to Terminate. If prior to Closing:

- (a) the Property sustains damage by fire or other casualty in an amount greater than 10% of the Purchase Price under this Agreement;
- (b) the Property is taken in condemnation or by transfer in lieu of condemnation; or
- (c) condemnation proceedings are commenced against the Property,

Buyer may terminate its obligations under this Agreement by written notice given to Seller within fifteen (15) days after receipt of the notice referred to in Section 10.1. If so terminated, this Agreement will be void and of no effect, the earnest money and any interest earned thereon will be returned to Buyer and neither party will have any further rights or obligations under this Agreement.

- 10.3 Affect on Closing. If Buyer is not entitled to or does not timely make the election provided for in Section 10.2, this Agreement and the obligations of Seller and Buyer under this Agreement will remain in full force and effect except that:

- (a) Buyer will accept the Property with such damage or condemnation;
- (b) there will be no abatement or reduction in the Purchase Price; and
- (c) Seller will at Closing, pay over to Buyer any insurance proceeds and condemnation awards received prior to Closing which have not been applied to repairs and restoration, and assign to Buyer Seller's interest in all unpaid insurance proceeds and condemnation awards.

XI. GENERAL

- 11.1 Notices. All notices, requests, consents or other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if served

personally or if sent by United States registered or certified mail or overnight delivery service to the parties as follows (or at such other address as a party may from time to time designate by notice given pursuant to this Section):

- (a) if to Seller: LATOUR FARMS, L.P.
1910 W 130th Str.
Shakopee, MN 55379
Attention: John LaTour
- with copies to: DAVE BROWN REALTORS LLC
100 Fuller Street, #105
Shakopee, MN 55379
Attention: Dave Brown
- and Brekke, Clyborne & Ribich, L.L.C.
287 Marschall Road, Suite 201
Shakopee, MN 55379
Attention: Barbara J. Weckman Brekke
- (b) if to Buyer: Shakopee Public Utilities Commission
255 Sarazin Street
Shakopee, MN 55379
Attention: Joseph D. Adams
- with copies to: Shakopee Public Utilities Commission
255 Sarazin Street
Shakopee, MN 55379
Attention: Lon Schemel
- and McGrann Shea Carnival Straughn & Lamb, Chartered
800 Nicollet Mail, Suite 2600
Minneapolis, MN 55402
Attention: Carla J. Pedersen

- 11.2 Broker Commissions. Buyer and Seller each represents and warrants that no salesperson, broker, agent or finder has been retained by it in connection with this transaction other than DAVE BROWN REALTORS LLC ("Seller's Broker") on behalf of Seller. Seller shall pay Seller's Broker a commission in accordance with the terms of a separate agreement between Seller's Broker and Seller. Seller shall indemnify and hold Buyer harmless, and Buyer shall indemnify and hold Seller harmless, from and against any claim or claims for brokerage or other commissions arising from or out of any breach of the foregoing representation and warranty by the respective indemnitors.
- 11.3 Entire Agreement. This Agreement embodies the entire agreement and understanding between Buyer and Seller relating to the transactions contemplated by this Agreement and may not be amended, waived or discharged except by an instrument in writing executed by

the party against whom enforcement of such amendment, waiver or discharge is sought. No warranties or representations have been given by either party to the other which are not fully embodied in this Agreement. If any term or provision of this Agreement is invalid or unenforceable, the remainder of this Agreement will not be affected and will remain in full force and effect.

- 11.4 Survival. Except as may otherwise be expressly provided in this Agreement, all covenants, agreements, obligations and undertakings made by Seller and Buyer in or pursuant to this Agreement will survive Closing, for a period of six (6) years after Closing, whether or not so expressed in the immediate context of any such covenant, agreement, obligation or undertaking.
- 11.5 Construction. This Agreement will be construed and enforced in accordance with the laws of the State of Minnesota. Time is of the essence of this Agreement. Seller and Buyer and their respective counsel have reviewed and revised this Agreement. Seller and Buyer acknowledge that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- 11.6 Binding Agreement. This Agreement will be binding upon and inure to the benefit of Buyer and Seller and their respective heirs, representatives, successors and assigns.
- 11.7 Memorandum of Agreement. Buyer has the right to record a memorandum of this Agreement with the County Recorder, Registrar of Titles or other recording office of the County in which the Property is located and Seller consents to and agrees to join in and sign any such memorandum.
- 11.8 Execution and Delivery. This Agreement will be effective only upon execution and delivery by both parties.

[The remainder of this page is intentionally left blank]

IN WITNESS OF this Agreement, Seller and Buyer have duly executed it as of the date set out at its head.

SELLER:

LATOUR FARMS, L.P.

a Minnesota limited partnership

By: _____

Its: _____

BUYER:

SHAKOPEE PUBLIC UTILITIES COMMISSION,

a Minnesota municipal utility commission

By: _____

Its: _____

1127100.DOC

EXHIBIT A

Legal Description

That part of the South Half of the Southwest Quarter, Section 14, Township 115, Range 23, Scott County, Minnesota, described as:

Beginning at the northeast corner of said South Half; thence westerly along the north line of said South Half a distance of 1260.00 feet; thence southerly at right angles to the last described line a distance of 250.00 feet; thence easterly at right angles to the last described line a distance of 500.00 feet; thence northerly at right angles to the last described line a distance of 23.00 feet; thence easterly at right angles to the last described line a distance of 755.86 to the east line of said South Half; thence northerly along said east line 227.04 feet to the point of beginning.

***Upon delivery of the Commitment, the parties agree to replace the legal description included in this Exhibit A with the legal description included in the Commitment in the event of a discrepancy.**

Client

SPUC

Project

WATER TANK 8

LocationLATOUR
PROPERTY

Certification

Summary

Approved: _____ Drawn: _____

Revision History

No. Date By Submittal / Rev.

Sheet Title

PROPOSED PROPERTY

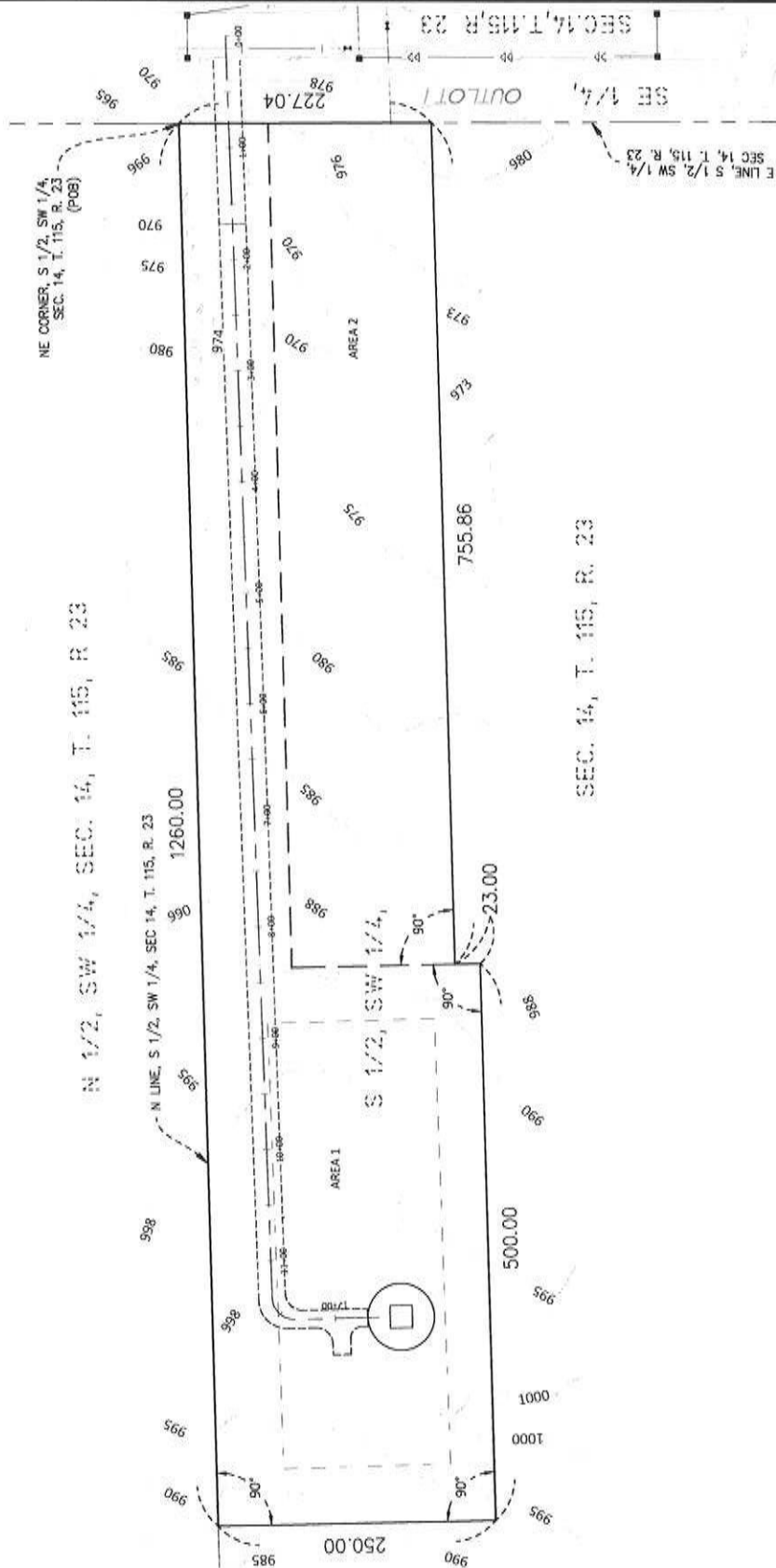
PURCHASE AREA

EXHIBIT

Sheet No. Revision

1/1

Project No. 20709.05



NOTES

TOTAL AREA OF PROPERTY:	297,050 SF / 6.819 AC
AREA 1:	185,742 SF / 4.264 AC
AREA 2:	111,308 SF / 2.555 AC

EXHIBIT B

Disclosures For Sale Of Residential Property

A. CONDITION OF PROPERTY. Pursuant to Minnesota Statutes Sections 513.52 through 513.60, Seller must provide a written disclosure [see (1) below], or Buyer must have received an inspection report [see (2) below], or Buyer and Seller may waive the written disclosure requirement [see (3) below]. *[select only one of these three:]*

- ☐ (1) **Seller's Disclosure.** Seller has provided written disclosure to Buyer. *[If this option is selected, attach a copy of Condition of the Property, M.S.B.A. Real Property Form No. 15.]* Seller shall correct in writing any inaccuracies in the disclosure as soon as reasonably possible before closing.
- ☐ (2) **Inspection Report.** Buyer certifies that Buyer has received in inspection report by a qualified third-party. If a copy of the inspection report is provided to Seller, Seller shall disclose to Buyer material facts known to Seller that contradict any information in the inspection report.
- ☐ (3) **Waiver of Disclosure.** Under Minnesota Statutes Section 513.60, the written disclosure required under Sections 513.52 through 513.60 may be waived if Seller and Buyer agree in writing. *[If this option is selected, the waiver must be completed by signing below.]*

Seller and Buyer hereby waive the written disclosures required in Minnesota Statutes, Sections 513.52 through 513.60.

SELLER: _____ BUYER: _____
SELLER: _____ BUYER: _____

Waiver of the disclosure required under Sections 513.52 through 513.60 does not waive, limit, or abridge any obligation for seller disclosure created by any other law.

Truth-in-Housing Report. In addition to the statutory disclosure under Sections 513.52 through 513.60, some local units of government require that a Truth-in-Housing Disclosure Report or a copy of the governmental inspection report be provided to Buyer. A copy of any required Truth-in-Housing Disclosure Report or governmental inspection report *[select one:]*
☐ is ☐ is not attached.

B. WELL DISCLOSURE. Pursuant to Minnesota Statutes Section 103I.235 *[check one of the following:]*

- ☐ Seller certifies that Seller does not know of any wells on the real property and will so certify on the Deed or Contract for Deed delivered at closing.

- ☐ Seller certifies there are one or more wells located on the real property and Seller's disclosure is continued on the attached *Well Disclosure Statement*. [If this option is selected, attach a copy of *Well Disclosure Statement*, M.S.B.A. Real Property Form No. 21.]

C. SEWAGE TREATMENT SYSTEM DISCLOSURE. Pursuant to Minnesota Statutes Section 115.55 [check only one from (1), (2 and (3):]

- ☐ (1) Seller certifies that sewage generated at the Property goes to a facility permitted by the Minnesota Pollution Control Agency (for example, a city of municipal sewer system).
- ☐ (2) Seller certifies that sewage generated at the Property does not go to a facility permitted by the Minnesota Pollution Control Agency and Seller's disclosure of the sewage system is continued on the attached *Disclosure of Sewage Treatment System*. [If this option is selected, attach a copy of *Disclosure of Sewage Treatment System*, M.S.B.A. Real Property Form No. 14.]
- ☐ (3) Seller certifies that no sewage is generated at the Property.

[and also check either (4) or (5):]

- ☐ (4) Seller has no knowledge whether there is an abandoned subsurface sewage treatment system on the Property.
- ☐ (5) Seller knows there [select one:] ☐ **are** ☐ **are no** abandoned subsurface sewage treatment systems on the Property. [If Seller discloses the existence of an abandoned subsurface sewage treatment system on the Property, attach a copy of *Disclosure of Sewage Treatment System*, M.S.B.A. Real Property Form No. 14.]

Independent Compliance Report. In addition to the statutory disclosures under Minnesota Statutes Sections 115.55, some local units of government may require an independent sewage treatment system compliance report be provided to the Buyer and may impose obligations on Buyer or Seller for failed systems as a condition to sale of the Property. A copy of any required independent sewage treatment system compliance report [select one:] ☐ **is** ☐ **is not** attached.

D. LEAD PAINT DISCLOSURE. Pursuant to United States Code Section 4852d [check one of the following:]

- ☐ Seller knows that the dwelling was constructed on the real property in 1978 or later.
- ☐ Seller does not know when the dwelling was constructed.
- ☐ Seller knows that the dwelling was constructed on the real property before 1978 and Seller's disclosure is continued on the attached *Lead Paint Addendum for Housing*

Constructed Before 1978. [If this option is selected, attach a copy of Lead Paint Addendum for Housing Constructed Before 1978, M.S.B.A. Real Property Form No. 11.]

- E. HAZARDOUS SUBSTANCES, PETROLEUM PRODUCTS, AND UNDERGROUND STORAGE TANK DISCLOSURE.** Pursuant to Minnesota Statutes Sections 115B.16 and 116.48, Seller knows of no hazardous substances or petroleum products having been placed, stored, or released from or on the Property by any person in violation of any law, nor of any underground or aboveground storage tanks having been located on the Property at any time, except as follows:
-
-

If the presence of any hazardous substances or petroleum products or any underground or aboveground storage tanks is disclosed, then this paragraph applies:

Seller certifies that all underground and aboveground storage tanks known to Seller on the Property are shown on the attached drawing or map. Seller shall provide Buyer with a copy of the affidavits required by Minnesota Statutes Sections 115B.16 and 116.48 if applicable to the Property and shall record such affidavits at Closing.

- F. FLOOD PLAIN, SHORELAND AND WETLANDS DISCLOSURE.** Minnesota law and local ordinances restrict the ability to build or to rebuild improvements (including homes, garages, outbuildings, wells or sewage treatment systems) within flood plains, shorelands, or wetlands or to excavate, fill, or drain a wetland. A "flood plain" is the area adjoining a water course which has been or hereafter might be covered by the regional flood which recurs once in 100 years, a "shoreland" is land located within 1,000 feet from the normal high watermark of a lake, pond, or flowage and land located within 300 feet of a river or stream or the landward side of a flood plain, whichever is greater, and a "wetland" is land transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water. Seller knows of no flood plains, shorelands or wetlands affecting the Property, except as follows:
-
-

[If the presence of a flood plain, shoreland or wetland is disclosed, attach a copy of Addendum to Purchase Agreement: Wetlands, Shoreland and Flood Plain Disclosure, M.S.B.A. Real Property Form No. 8.]

G. RADON DISCLOSURE. Pursuant to Minnesota Statutes Section 144.496, Seller hereby certifies that:

<i>Seller, answer each question with a check for "yes" or "no" where indicated or "unknown".</i>	Yes	No	Unknown
Seller has knowledge of radon concentrations in the dwelling.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
One or more radon tests have been conducted in the dwelling.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seller has records or reports pertaining to radon concentrations within the dwelling. <i>If Seller has answered "yes," then the most current records and reports pertaining to radon concentrations within the dwelling are attached.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has a mitigation system been installed? <i>If Seller has answered "yes," then information regarding the radon mitigation system, including system description and documentation, is attached.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Radon concentrations at or above the U.S. Environmental Protection Agency Radon Action Level are known to be present within the dwelling.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Radon concentrations have been mitigated to below the U.S. Environmental Protection Agency Radon Action Level.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Radon Warning Statement

"The Minnesota Department of Health strongly recommends that ALL home buyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator."

"Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling."

A copy of the brochure entitled "Radon in Real Estate Transactions" published by the Minnesota Department of Health is attached.

H. VALUATION EXCLUSION DISCLOSURE. Pursuant to Minnesota Statutes Section 273.11, Subd. 18, Seller certifies that the Property *[select one:]* ☐ **does** ☐ **does not** have an exclusion from market value for home improvements under Minnesota Statutes Section 273.11, Subd. 16. *Seller hereby informs Buyer that if the Property has an exclusion from market value for home improvements the exclusion*

will end upon the sale of the Property and the estimated market value of the Property for property tax purposes will increase accordingly.

- I. NOTICE OF AIRPORT ZONING REGULATIONS.** If airport zoning regulations affect this real property, a copy of those airport zoning regulations as adopted can be viewed or obtained at the office of the county recorder where the zoned area is located.
- J. COMMON INTEREST COMMUNITY DISCLOSURE.** Seller certifies that the Property *[select one:]* ☐ **is** ☐ **is not** a unit in a condominium or other common interest community. If the Property is a unit in a condominium or other common interest community, the following notice is required by Minnesota Statutes: "The purchaser is entitled to receive a disclosure statement or resale disclosure certificate, as applicable. The disclosure statement or resale disclosure certificate contains important information regarding the common interest community and the purchaser's cancellation rights." *[If the Property is a unit in a condominium or other common interest community, attach a copy of Addendum to Purchase Agreement: Common Interest Community Property, M.S.B.A. Real Property Form No. 12, and provide the additional disclosure information identified therein.]*
- K. TENANTS AND PARTIES IN POSSESSION DISCLOSURE.** Seller certifies that the Property *[select one:]* ☐ **is** ☐ **is not** subject to the rights of tenants or other parties in possession. *[If the Property is subject to the rights of tenants or other parties in possession, attach a copy of Addendum to Purchase Agreement: Tenants and Parties in Possession, M.S.B.A. Real Property Form No. 20.]*
- L. CEMETERY DISCLOSURE.** Minnesota Statutes Section 307.08 prohibits any damage or illegal molestation of human remains, burials or cemeteries. Seller certifies that Seller *[select one:]* ☐ **is** ☐ **is not** aware of any human remains, burials or cemeteries on the Property.

ATTACHMENTS TO EXHIBIT B

DISCLOSURES FOR SALE OF RESIDENTIAL PROPERTY

- ☐ Condition of the Property (M.S.B.A. Real Property Form No. 15)
- ☐ Truth-in-Housing Disclosure Report or municipal property inspection report
- ☐ Well Disclosure Statement (M.S.B.A. Real Property Form No. 21)
- ☐ Disclosure of Sewage Treatment System (M.S.B.A. Real Property Form No. 14)
- ☐ Independent Sewage Treatment Compliance Report
- ☐ Lead Paint Addendum for Housing Constructed Before 1978 (M.S.B.A. Real Property Form No. 11)
- ☐ Addendum to Purchase Agreement: Wetlands, Shoreland and Flood Plain Disclosure (M.S.B.A. Real Property Form No. 8)
- ☐ Methamphetamine Disclosure Statement (M.S.B.A. Real Property Form No. 22)
- ☐ Addendum to Purchase Agreement: Common Interest Community Property (M.S.B.A. Real Property Form No. 12)
- ☐ Addendum to Purchase Agreement: Tenants and Parties in Possession (M.S.B.A. Real Property Form No. 20)
- ☒ Radon in Real Estate Transactions Brochure

Radon in Real Estate Transactions



All Minnesota homes can have dangerous levels of **radon gas** in them. Radon is a colorless, odorless and tasteless **radioactive gas** that can seep into homes from the earth. When inhaled, its radioactive particles can damage the cells that line the lungs. Long-term exposure to radon can lead to **lung cancer**. About 21,000 lung cancer deaths each year in the United States are caused by radon, making it a serious health concern for all Minnesotans.

It does not matter if the home is old or new and the only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates **2 in 5 homes built before 2010** and **1 in 5 homes built since 2010** exceed the 4.0 pCi/L action level.



In Minnesota, buyers and sellers in a real estate transaction are free to negotiate radon testing and reduction. Ultimately, it is up to the buyer to decide an acceptable level of radon risk in the home. Prospective buyers should keep in mind that it is inexpensive and easy to measure radon, and radon levels can be lowered at a reasonable cost. The MDH Radon Program website provides more detailed information on radon, including the MDH brochure "Keeping Your Home Safe from Radon."

The Minnesota Radon Awareness Act does not require radon testing or mitigation. However, many relocation companies and lending institutions, as well as home buyers, require a radon test when purchasing a house. The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.



Disclosure Requirements

Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota. This publication is being provided by the seller in order to meet a requirement of the Act. In addition, **before signing a purchase agreement to sell or transfer residential real property**, the seller shall disclose in writing to the buyer any knowledge the seller has of radon concentrations in the dwelling.

The disclosure shall include:

1. whether a radon test or tests have occurred on the property;
2. the most current records and reports pertaining to radon concentrations within the dwelling;
3. a description of any radon concentrations, mitigation, or remediation;
4. information regarding the radon mitigation system, including system description and documentation, if such system has been installed in the dwelling; and
5. a radon warning statement.

Radon Warning Statement

"The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling."

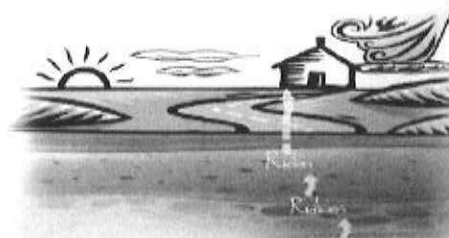
Radon Facts

How dangerous is radon?

Radon is the **number one cause of lung cancer in non-smokers** and the second leading cause of lung cancer overall, next to tobacco smoking. Thankfully, much of this risk can be prevented through testing and taking action to reduce high levels of radon gas when and where they are found. Your risk for lung cancer increases with higher levels of radon gas, prolonged exposure and whether or not you are a smoker.

Where is your greatest exposure to radon?

Radon is present everywhere, and there is no known safe level. Your greatest exposure is where it can concentrate indoors and where you spend most of your time. For most Minnesotans, this is at home. Whether a home is old or new, well-sealed or drafty, with or without a basement, **any home can have high levels of radon.**



Where does Radon come from?

Radon comes from the soil. It is produced by the natural decay of uranium and radium commonly found in nearly all soils in Minnesota. As a gas, radon moves freely through the soil and eventually into the air you breathe. Our homes tend to draw soil gases, including radon, into the structures.

I have a new home, aren't radon levels reduced already?

Homes built in Minnesota since June 2003 are required to contain construction features that may limit radon entry. These features are known as passive Radon Resistant New Construction (RRNC). While these passive RRNC features may lower the amount of radon in newer homes, it does not guarantee low levels. It is recommended all new homes be tested for radon, and if elevated levels are found, these passive RRNC features can be easily and inexpensively activated with the addition of a radon fan in the attic. If you are buying a new home, ask if the home has any RRNC features and if the home has been tested.

What is the recommended action based on my results?

If the average radon in the home is at or **above 4.0 pCi/L, the house should be fixed.** Consider fixing the home if radon levels are between 2 pCi/L and 3.9 pCi/L. While it isn't possible to reduce radon to zero, the best approach is to reduce the radon levels to as low as reasonably achievable. Any amount of radon, even below the recommended action level, carries some risk.

How are radon tests conducted in real estate transactions?

Because of the unique nature of real estate transactions, involving multiple parties and financial interests, there are special protocols for radon testing.



Continuous Radon Monitor (CRM)

Fastest

Test is completed by a certified contractor with a calibrated CRM for a minimum of 48 hours.

Test report is analyzed to ensure that it is a valid test.



Simultaneous Short-term Testing

Second fastest

Two short-term test kits are used at the same time, placed 5-12 inches apart, for a minimum of 48 hours.

Test kits are sent to the lab for analysis.

The two test results are averaged to get the radon level.



Sequential Short-term Testing

Slowest

One short-term test is performed for a minimum of 48 hours.

Test kit is sent to lab for analysis.

Another short-term test is used in the same place as the first, started right after the first test is taken down. Test is performed for a minimum of 48 hours.

Test kit is sent to the lab for analysis.

The two test results are averaged to get the radon level.

Radon Testing

House conditions when testing

Be aware that any test lasting less than three months requires closed-house conditions.

Closed-house Conditions: Mean keeping all windows and doors closed, except for normal entry and exit.

Before Testing: Begin closed-house conditions at least 12 hours before the start of the radon test.

During Testing: Maintain closed-house conditions during the entire duration of the short-term test. Operate home heating or cooling systems normally during the test.

Where the test should be conducted

Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. In Minnesota, this is typically in the basement, whether it is finished or unfinished.

The test kit should be placed:

- two to six feet above the floor
- at least three feet from exterior walls
- four inches away from other objects
- in a location where it won't be disturbed
- not in enclosed areas
- not in areas of high heat or humidity

If the house has multiple foundation types, it is recommended that each of these be tested. For instance, if the house has one or more of the following foundation types: basement, crawl space, slab-on-grade, a test should be performed in the basement and in at least one room over the crawlspace and one room with a slab-on-grade area.

Who should conduct radon testing in real estate transactions?

All radon tests should be conducted in accordance with national radon measurement protocols, by a certified and MDH-listed professional. This ensures the test was conducted properly, in the correct location, and under appropriate building conditions. A list of these radon measurement professionals can be found at MDH's Radon web site. A seller may have previously conducted testing in a property. If the test result is at or above the action level, the home should be mitigated.

Radon Mitigation

Lowering radon in existing homes – Radon Mitigation

When elevated levels of radon are found, they should be mitigated. Elevated radon concentrations can be easily reduced by a nationally certified and MDH-listed radon mitigation professional. A list of these radon mitigation professionals can be found at MDH's Radon web site.

Radon mitigation is the process or system used to reduce radon concentrations in the breathing zones of occupied buildings. The goal of a radon mitigation system is to reduce the indoor radon levels to below the EPA action level of 4.0 pCi/L. A quality radon reduction (mitigation) system is often able to reduce the annual average radon level to below 2.0 pCi/L.

Active sub-slab suction (also called sub-slab depressurization, or SSD) is the most common and usually the most reliable type of system because it draws radon-filled air from beneath the house and vents it outside. There are standards of practice that need to be followed for the installation of these systems. More information on radon mitigation can be found at the MDH Radon website.

After a radon reduction system is installed

Perform an independent short-term test to ensure that the reduction system is effective. Make sure the radon system is operating during the entire test. Once a confirmatory radon test shows low levels of radon in the home, be sure to retest the house every two years to confirm continued radon reduction.

Contact the MDH Radon Program if you are uncertain about anything regarding radon testing or mitigation.

The MDH Radon Program can provide:

- Information about radon health effects, radon testing and radon mitigation.
- Names of trained, certified and MDH-listed radon professionals;

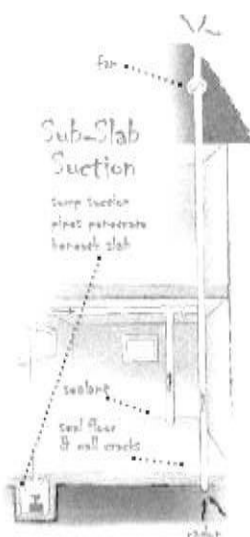
MDH Radon Program

625 Robert St. N.
P.O. Box 64975
St. Paul, MN 55164-0975
(651) 201-4601
1(800) 798-9050




Email: health_indoorair@state.mn.us
Web: www.health.state.mn.us/radon

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**SHAKOPEE PUBLIC UTILITIES
MEMORANDUM**

TO: SHAKOPEE PUBLIC UTILITIES COMMISSION
FROM: JOHN R. CROOKS, UTILITIES MANAGER
SUBJECT: SPLASH PAD INSTALLATION IN LIONS PARK
DATE: JUNE 28, 2019



At the June 17 Commission meeting an initial discussion took place with the SPU Commission regarding the Splash Pad being proposed by both the Shakopee Lions Club and the City of Shakopee.

ISSUE –

It was at that meeting that the Commission directed Staff to continue in researching several alternatives to either reduce the estimated water capacity impact or possibly eliminate the demand altogether. Staff was also directed to prepare a resolution waiving the Water Capacity Charge (WCC) and have those dollars be subtracted for the annual transfer of SPU funds to the City of Shakopee. The estimate for the WCC is \$211,000.

The Shakopee Lions Club made a presentation to the Commission during the June 17 meeting, asking the Commission to partner with them and the City of Shakopee to make the project happen. Unfortunately, the Lions Club stated that if a decision on the WCC is not resolved within 3 weeks, there was a high likelihood the donation of Splash Pad equipment from Aquatix, roughly \$50,000, would be donated to the City of Delano.

DISCUSSION –

There are several items that warrant discussion at the point SPU is with the Splash Pad project.

The first is that Delano already has an installed Splash Pad in their community. The Delano Splash Pad is approximately 10 times the size of the proposed project in Lions Park. For reference the Delano Splash Pad uses recirculated water with their installation.

The second issue for discussion is that SPU has worked with the City of Shakopee in donating, in this case, time and material to a prior park project. With the 2005 development of Huber Park in downtown Shakopee, there were electric overhead electric lines that required relocation and SPU was asked by the City to relocate those electric lines underground. The SPU Commission agreed and by Resolution #931 donated a total of \$213,795 in costs incurred for the project. The Resolution is attached for review.

The third issue for discussion took place during the Shakopee City Council meeting from June 18. Councilor/SPU Liaison Lehman reviewed the Commission discussion on the Splash Pad that took place during the SPU Commission meeting the day before, during his Liaison Report to the City Council. The City Administrator stated the City would not pay the WCC and if the WCC issue was not solved the Splash Pad would absolutely not happen in Shakopee.

The fourth item for discussion is the uniqueness of the Splash Pad Project. The Commission understands the Splash Pad will have no entrance fee. The Splash Pad is planned to be located next to the All-Inclusive Playground and the Rotary Music Park portion of the site. This Splash Pad can be used by anyone, no matter the age, the disability, and is available to persons in our community as well as those living outside Shakopee. It will be in operation 7 days a week and in warm weather, with the operating season determined by the City of Shakopee. It is a community project for everyone.

There is no doubt SPU supports this great project.

Shakopee Public Utilities, at the June 17 meeting was asked by the Lions Club to become a partner with the project.

In an email sent to the Utilities Manager and Commissioners, dated June 26, Shakopee Mayor Bill Mars also asked for SPU to become a partner and that SPU waive the estimated WCC of \$211,000. The email is attached for your review.

RECOMMENDATION-

There are 3 options that are recommended to the Commission regarding the Lions Park Splash Pad project;

Option 1 – To continue to work with the project representatives with the engineering alternatives as discussed. To provide additional information as it is made available to reduce the capacity demand of 10,000 gallons a day as estimated by the project. To provide further information on an engineering alternative to eliminating the WCC.

To be clear, this option does come with time constraints with the information the donated equipment offer may be rescinded by Aquatix, essentially at any time.

Option 2 – To approve Resolution #1248, which waives the SPU WCC and have those dollars be subtracted from the annual SPU transfer of funds to the City of Shakopee. This would be considered a donation to the community due to the uniqueness of the proposed Splash Pad project, with the caveat of those dollars are coming from budgeted city funds.

Option 3 – To approve the same resolution as described above, however not have the WCC be subtracted from the transfer fee to the City of Shakopee. This would be considered a community donation, due to the uniqueness of the proposed Splash Pad.

Crooks, John

From: William Mars <WMars@ShakopeeMN.gov>
Sent: Wednesday, June 26, 2019 5:25 PM
To: Bill Reynolds; Crooks, John; Mocol, Kathi; Terry Joos; Clay, Steve; Mathew Meyer; Amundson, Deb
Subject: Lion's Park Splash Pad

Dear John Crooks and Shakopee Public Utilities Commissioners

We ask that you waive the Shakopee Public Utilities Water Connection/Capacity Charge Fee of \$211,000.00 for the proposed Lions Park Splash Pad that is being donated by Shakopee Lions Club.

This unique Splash Pad has limited seasonal impact and will benefit our entire community.

This donation is not a business or a developer, this is our local civic organization. The Shakopee Lions Club has been a strong active community partner for over 20+ years.

Sincerely

Bill Mars
City of Shakopee Mayor
485 Gorman Street
Shakopee, MN 55379
City Hall 952-233-9300

RESOLUTION #931

COSTS AND COST SHARING, BETWEEN
THE SHAKOPEE PUBLIC UTILITIES COMMISSION AND
CITY OF SHAKOPEE AND PROPERTY OWNERS,
FOR THE PROJECT OF REPLACING EXISTING OVERHEAD LINES
WITH AN UNDERGROUND ELECTRIC SYSTEM
IN HUBER PARK, ADJACENT ALLEY AND LEVEE DRIVE,
AND TERMS AND CONDITIONS OF SERVICE

WHEREAS, the City of Shakopee and the Shakopee Public Utilities Commission have completed this project, part of which was done under City Project PR2005-3, replacing the existing overhead electric system with an underground electric system; and

WHEREAS, terms and conditions of underground electric service to customers in the area receiving underground electric service as a result of this project are standard for underground customers with the modification that their service point is the secondary cabinet of the transformer located on the north side of the alley west of Fillmore Street; and

WHEREAS, the coordination and the concept of cost sharing between the Shakopee Public Utilities Commission and the City of Shakopee were previously approved; and

WHEREAS, the final cost participation by Shakopee Public Utilities Commission is determined to be:

\$140,228 at 100% Utilities Commission cost, as costs contributed to improving the usability of Huber Park including an extension of the project south of 1st Avenue;

\$19,520 as the Utilities Commission share of \$38,296 cooperatively split with the City of Shakopee, being costs associated with the elective relocating underground the lateral facilities serving customers adjacent to the alley west of Fillmore Street;

\$54,047 at 100% Utilities Commission cost being costs associated with relocating underground the facilities located west of Huber Park along Levee Drive, to be funded by the Relocation Underground Charge as the lines in this area were ordered to be relocated underground by City Council direction.


NOW THEREFORE, BE IT RESOLVED, that final costs and payments expended by the Shakopee Public Utilities Commission in conjunction with this project are \$213,795 as described on the Exhibit A to this Resolution;

BE IT FURTHER RESOLVED, that the completed underground electric system consisting of electric supply wiring, underground duct system, and miscellaneous appurtenances are hereby accepted as part of the Shakopee Public Utilities Commission electrical system;

BE IT FURTHER RESOLVED, that terms and conditions for electric service to customers in the area receiving underground electric service as a result of this project shall be consistent with standard service policies except as modified herein, specifically that the customers in the area shall be responsible for maintaining their own underground electric secondary service to the service point in the secondary cabinet of the transformer located on the north side of the alley west of Fillmore Street.

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

Passed in Regular Session of the Shakopee Public Utilities Commission, this 1st day of December, 2008.


Commission President: Bryan McGowan

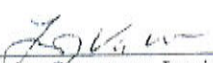
Attest: 
Commission Secretary: Louis Van Hout

Exhibit A to Resolution #931

	A	B	C	D	E	F	G	H	I
1	Concept Locations	====>	UG Huber Park	UG Huber Park	UG elec Lateral		Levee Dr Pkg Lot		Totals
2			Lewis to Filmore	Ext. to S. of 1st Av	Alley S. of Park				
3	work done by and	====>	SPUC crews &	SPUC crews &	SPUC crews &		SPUC crews &		
4	in conjunction with	====>	City's alley Project	City's alley Project	City's alley Project		City's alley Project		
5						Prop'y			
6	Components		SPUC	City	SPUC	City	SPUC	City	
7	====		====	====	====	====	====	====	====
8	Main Line Relocation	Cable and install	\$105,193	\$0	\$18,564				\$123,757
9	to improve park								
10									
11	Extended Distance of	Cable and install			\$6,588	\$0			\$6,588
12	Main Line Relocation	Boring for conduit			\$7,912	\$0			\$7,912
13									
14	Main Line Relocation	Cable and install					\$46,509	\$0	\$46,509
15	Levee Dr Parking Lot	Rock excavation					\$3,500	\$0	\$3,500
16									
17	Lateral Line Relocate	Boring for conduit				\$4,443	\$4,444		\$8,887
18		Trenching				\$1,815	\$1,815		\$3,630
19		Cables & install Trans				\$12,711	\$12,517		\$25,228
20									
21	Street Lighting	SPUC crews work	\$0	\$5,692		\$0	\$994	\$0	\$9,035
22		Trenching				\$0	\$3,650		\$3,650
23		Boring for conduit				\$0	\$975		\$975
24	Service Lines					\$0			
25						\$551		\$1,465	\$3,987
26	Outside Engineering		\$1,010					\$2,173	\$2,173
27	misc-goodwill								
28	Totals ==>		\$106,203	\$5,692	\$34,025	\$0	\$19,520	\$24,395	\$246,231
29			(a)		(a)		(b)	(c)	
30	(a, b, c, d - see funding sources & notes)								
31									
32									
33	Funding Sources:								
34	(a) SPUC absorbed (gen'l fund) ==>		\$106,203		\$34,025		\$19,520		\$159,748
35	(b) City Costs, from cost split w/SPUC ==>								\$18,776
36	(c) City costs for Street Lighting work			\$5,692				\$2,349	\$13,660
37	(d) SPUC Underground Relocation Funded ==>							\$54,047	\$54,047
38	(e) Assessed to property owners by City ==>								\$0
39									
40	Totals ==>		\$106,203	\$5,692	\$34,025	\$0	\$19,520	\$24,395	\$246,231
41	====		====	====	====	====	====	====	====

iv

erty owners either made their own arrangements or the City assessed them for service line work.

12/1/2008

RESOLUTION #1248

PARTNERSHIP BETWEEN
THE SHAKOPEE PUBLIC UTILITIES COMMISSION,
THE CITY OF SHAKOPEE AND THE SHAKOPEE LIONS,
FOR THE PROJECT of INSTALLING
A COMMUNITY AMENITY (SPLASH PAD) WITHIN LION'S PARK
AND TERMS AND CONDITIONS OF WATER SERVICE

WHEREAS, the City of Shakopee and the Shakopee Lions have requested the Shakopee Public Utilities Commission partner with those parties to facilitate the installation of a Splash Pad within Lion's Park as a community amenity to promote inclusiveness and enjoyment by people of all ages and abilities, and

WHEREAS, the proposed water use is for a non-profit purpose that will be offered to all participants without an entry fee.

NOW THEREFORE, BE IT RESOLVED, that the Shakopee Public Utilities Commission hereby waives the Water Capacity Charge that otherwise would apply;

BE IT FURTHER RESOLVED, under the terms of condition of water service to Lion's Park that this waiver is limited to the Splash Pad and its water demand as presented to the Shakopee Public Utilities Commission by the Shakopee Lions on June 17, 2019;

BE IT FURTHER RESOLVED, otherwise as modified by the waiver stated herein that Resolution #814, A Resolution Clarifying the Application of Existing Standard Water Charges and Policies to City Parks shall continue to apply to Lion's Park the same as all city parks.

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

Passed in Regular Session of the Shakopee Public Utilities Commission, this 1st day of July, 2019.

Commission President: Terrance Joos

Attest:

Commission Secretary: John R. Crooks

RESOLUTION #1248

PARTNERSHIP BETWEEN
THE SHAKOPEE PUBLIC UTILITIES COMMISSION,
THE CITY OF SHAKOPEE AND THE SHAKOPEE LIONS,
FOR THE PROJECT of INSTALLING
A COMMUNITY AMENITY (SPLASH PAD) WITHIN LION'S PARK
AND TERMS AND CONDITIONS OF WATER SERVICE

WHEREAS, the City of Shakopee and the Shakopee Lions have requested the Shakopee Public Utilities Commission partner with those parties to facilitate the installation of a Splash Pad within Lion's Park as a community amenity to promote inclusiveness and enjoyment by people of all ages and abilities, and

WHEREAS, the proposed water use is for a non-profit purpose that will be offered to all participants without an entry fee.

NOW THEREFORE, BE IT RESOLVED, that the Shakopee Public Utilities Commission hereby waives the Water Capacity Charge that otherwise would apply and that those charges be subtracted from the annual transfer provided to the City of Shakopee;

BE IT FURTHER RESOLVED, under the terms of condition of water service to Lion's Park that this waiver is limited to the Splash Pad and its water demand as presented to the Shakopee Public Utilities Commission by the Shakopee Lions on June 17, 2019;

BE IT FURTHER RESOLVED, otherwise as modified by the waiver stated herein that Resolution #814, A Resolution Clarifying the Application of Existing Standard Water Charges and Policies to City Parks shall continue to apply to Lion's Park the same as all city parks.

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

Passed in Regular Session of the Shakopee Public Utilities Commission, this 1st day of July, 2019.

Commission President: Terrance Joos

Attest:

Commission Secretary: John R. Crooks

RESOLUTION #814

A RESOLUTION CLARIFYING THE APPLICATION OF EXISTING STANDARD
WATER CHARGES AND POLICIES TO CITY PARKS

WHEREAS, the Shakopee Public Utilities Commission has previously adopted its Water Policy Manual containing the standard charges and requirements that shall apply to all water service requests, and

WHEREAS, the standard charges and requirements, whose purpose is to ensure an equitable sharing among water users of the costs to construct and extend the water system, include (among other items) payment of a Trunk Water Charge (TWC), payment of a Water Connection Charge (WCC), and adherence to certain Lateral Water Main (LWM) design criteria, and

WHEREAS, the Shakopee Public Utilities Commission is determined to clarify the application of the existing standard water charges and policies to requests for water service within city parks, specifically the TWC, WCC, and the LWM design criteria, and

WHEREAS, after carefully considering the need to balance the impact on water system components brought on by water service requests within city parks and the varying levels and characteristics of water service requests within city parks which are due in part to the unique nature of city parks, and

WHEREAS, after due consideration of the unique relationship that exists between the Shakopee Public Utilities Commission and the City of Shakopee,

NOW THEREFORE, BE IT RESOLVED, that all standard water charges and policies shall apply to water service requests within city parks with specific clarification and modification as follows:

WCC

1. The standard WCC shall apply to all new water service requests within city parks.

TWC

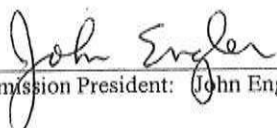
2. The Commission hereby exempts city parks with only minimal and seasonal water use from the TWC. For the purpose of this exemption only, drinking fountains and cooling "mistlers" shall be deemed to fall under the definition of minimal and seasonal use.
3. The standard TWC shall apply where park facilities consist of more intensive uses such as the Community Center.
4. A modified TWC shall apply when city park facilities are a mix of large open spaces and a structure or structures housing rest rooms or concessions. The TWC shall apply to a portion of the park area, defined by the Commission on a case-by-case basis that equates to the minimum size parcel that would be necessary to support the proposed structure under the city code requirements, plus any and all areas that are irrigated via the water service from the public water system.

LWM

5. The LWM requirements for city parks shall be met as necessary to receive service using the same design criteria as for other developments, unless specifically exempted in whole or in part by the Commission, and

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

Passed in regular session of the Shakopee Public Utilities Commission, this 1st day of August, 2005.



Commission President: John Engler

ATTEST:


Commission Secretary: Kent Archard

**SHAKOPEE PUBLIC UTILITIES
MEMORANDUM**

TO: SHAKOPEE PUBLIC UTILITIES COMMISSION
FROM: JOHN R. CROOKS, UTILITIES MANAGER
SUBJECT: MMPA BOARD MEETING PUBLIC SUMMARY
JUNE 2019
DATE: JUNE 27, 2019



The Board of Directors of the Minnesota Municipal Power Agency (MMPA) met on June 25, 2019 at Shakopee Public Utilities in Shakopee, Minnesota.

The Board approved a revised load shedding policy that included Elk River Municipal Utilities, MMPA's newest member, in a rotational order.

The Board discussed the status of the renewable projects the Agency is pursuing.

The Board approved an option of 100% renewable energy at each member's choice.

A presentation was made to the Board reviewing the Agency's energy education program for the 2018-2019 program year.

SHAKOPEE PUBLIC UTILITIES
MEMORANDUM

TO: John R. Crooks, Utilities Manager
FROM: Lon R. Schemel, Water Superintendent
SUBJECT: **WEBSITE UPDATE**
DATE: June 26, 2019

Handwritten signatures of John R. Crooks and Lon R. Schemel. The signature for John R. Crooks is a stylized 'JC' and the signature for Lon R. Schemel is a stylized 'LS'.

This update is for the period from March 28, 2019, to June 25, 2019.

We now have enough data in Google Analytics to compare previous periods with previous years. These Google Analytics pages are compared to the previous year's period from March 28, 2018, to June 25, 2018.



SiteLock, the global leader in website security, protects you from hackers, spam, viruses, and scams, removes malware, and provides PCI Compliance.

SiteLock has verified this website: 06/26/2019

spucweb.com



Company Name

Shakopee Public Utilities

Domain

spucweb.com

Address



Verified spam-free

06/26/2019

Verified malware-free

06/26/2019

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Malware & Threats



FIX
Website Issues



PREVENT
Website Attacks



ACCELERATE
Performance



COMPLY
with PCI

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Audience Overview

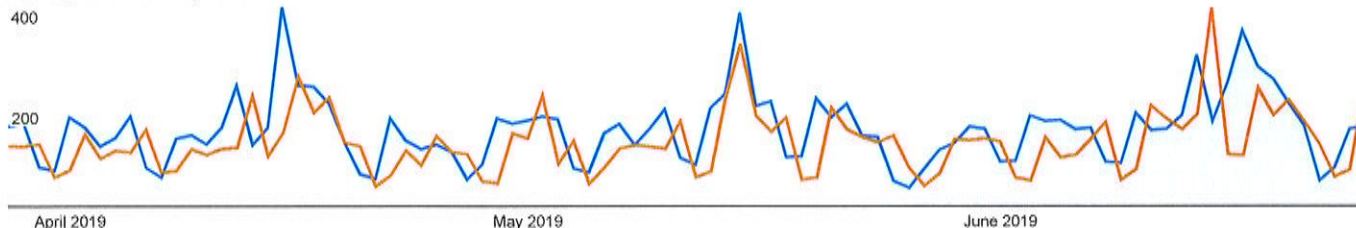
○ All Users
+0.00% Users

Mar 28, 2019 - Jun 25, 2019
Compare to: Mar 28, 2018 - Jun 25, 2018

Overview

Mar 28, 2019 - Jun 25, 2019: ● Users

Mar 28, 2018 - Jun 25, 2018: ● Users



Users

16.05%

9,007 vs 7,761



New Users

16.86%

7,238 vs 6,194



Sessions

19.90%

14,924 vs 12,447



Number of Sessions per User

3.31%

1.66 vs 1.60



Pageviews

18.54%

25,529 vs 21,536



Pages / Session

-1.13%

1.71 vs 1.73



Avg. Session Duration

-3.58%

00:01:51 vs 00:01:56



Bounce Rate

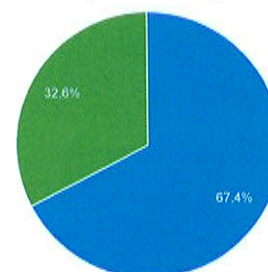
22.67%

37.11% vs 30.26%

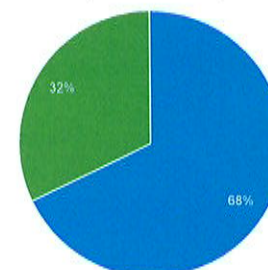


■ New Visitor ■ Returning Visitor

Mar 28, 2019 - Jun 25, 2019



Mar 28, 2018 - Jun 25, 2018



Language

Users % Users

1. en-us

Mar 28, 2019 - Jun 25, 2019

8,926

99.03%

Mar 28, 2018 - Jun 25, 2018

7,544

96.99%

% Change

18.32%

2.11%

2. en-gb

Mar 28, 2019 - Jun 25, 2019

18

0.20%

Mar 28, 2018 - Jun 25, 2018

38

0.49%

% Change

-52.63%

-59.12%

3. es-419

Mar 28, 2019 - Jun 25, 2019

12

0.13%

Mar 28, 2018 - Jun 25, 2018

10

0.13%

% Change

20.00%

3.56%

4. es-us

Mar 28, 2019 - Jun 25, 2019

10

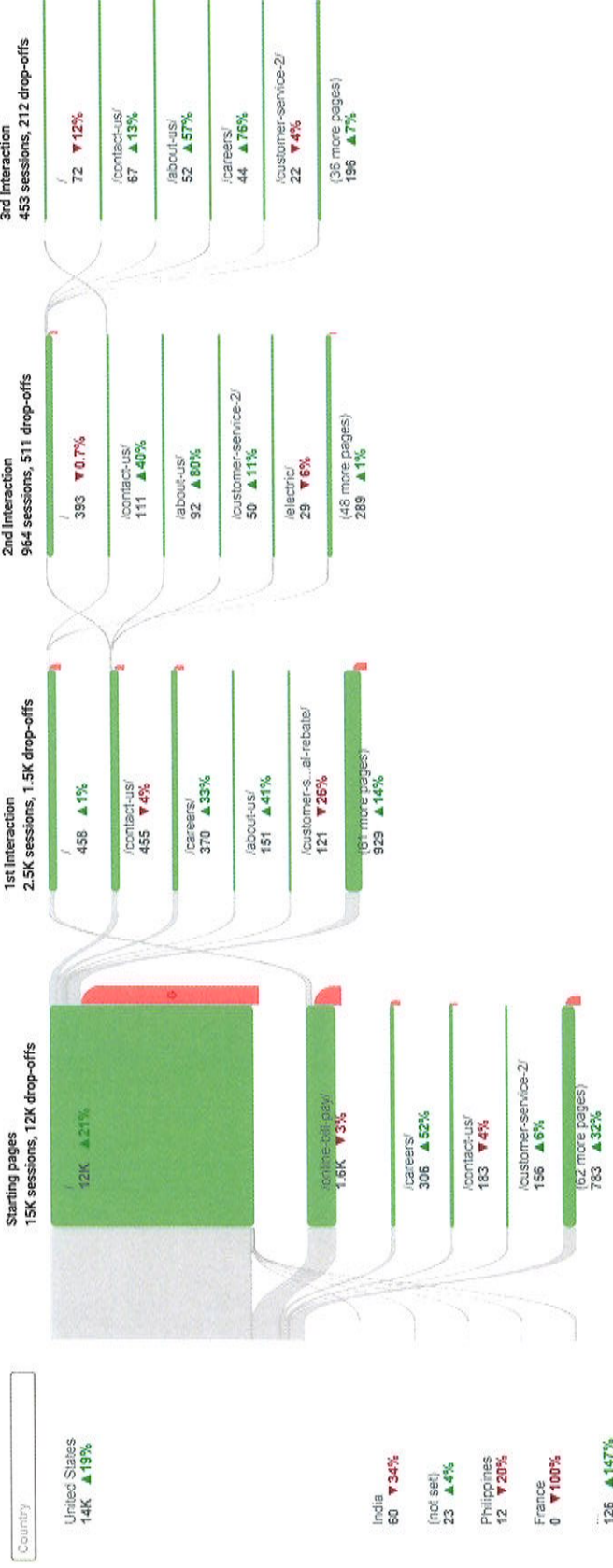
0.11%

Mar 28, 2018 - Jun 25, 2018		5		0.06%
% Change		100.00%		72.60%
5. en				
Mar 28, 2019 - Jun 25, 2019		7		0.08%
Mar 28, 2018 - Jun 25, 2018		4		0.05%
% Change		75.00%		51.02%
6. es-es				
Mar 28, 2019 - Jun 25, 2019		7		0.08%
Mar 28, 2018 - Jun 25, 2018		6		0.08%
% Change		16.67%		0.68%
7. en-in				
Mar 28, 2019 - Jun 25, 2019		4		0.04%
Mar 28, 2018 - Jun 25, 2018		10		0.13%
% Change		-60.00%		-65.48%
8. es-xl				
Mar 28, 2019 - Jun 25, 2019		4		0.04%
Mar 28, 2018 - Jun 25, 2018		11		0.14%
% Change		-63.64%		-68.62%
9. c				
Mar 28, 2019 - Jun 25, 2019		3		0.03%
Mar 28, 2018 - Jun 25, 2018		6		0.08%
% Change		-50.00%		-56.85%
10. zh-tw				
Mar 28, 2019 - Jun 25, 2019		3		0.03%
Mar 28, 2018 - Jun 25, 2018		2		0.03%
% Change		50.00%		29.45%

Users Flow

Mar 28, 2019 - Jun 25, 2019
Compare to: Mar 28, 2018 - Jun 25, 2018

All Users
+0.00% Sessions



Network Referrals

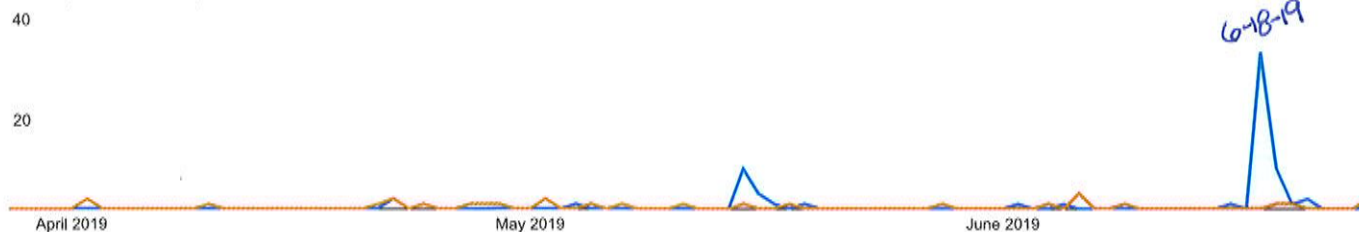
Mar 28, 2019 - Jun 25, 2019
Compare to: Mar 28, 2018 - Jun 25, 2018


 All Users
+0.00% Sessions


Social Referral

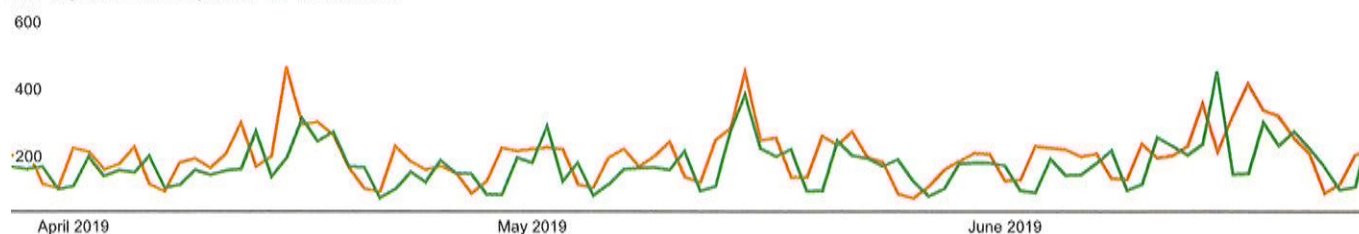
Mar 28, 2019 - Jun 25, 2019:  Sessions via Social Referral

Mar 28, 2018 - Jun 25, 2018:  Sessions via Social Referral



Mar 28, 2019 - Jun 25, 2019:  All Sessions

Mar 28, 2018 - Jun 25, 2018:  All Sessions



Social Network

1. Facebook

	Sessions	Pageviews	Avg. Session Duration	Pages / Session
Mar 28, 2019 - Jun 25, 2019	62 (100.00%)	90 (100.00%)	00:00:53	1.45
Mar 28, 2018 - Jun 25, 2018	26 (100.00%)	40 (100.00%)	00:00:15	1.54
% Change	138.46%	125.00%	252.62%	-5.65%

Rows 1 - 1 of 1

Social Users Flow

Mar 28, 2019 - Jun 25, 2019
Compare to: Mar 28, 2018 - Jun 25, 2018

All Users
+0.00% Sessions

Social Network

Facebook
62 ▲ 138%



LinkedIn
0 ▼ 100%

Demographics: Overview

 All Users
+0.00% Users

Mar 28, 2019 - Jun 25, 2019
Compare to: Mar 28, 2018 - Jun 25, 2018

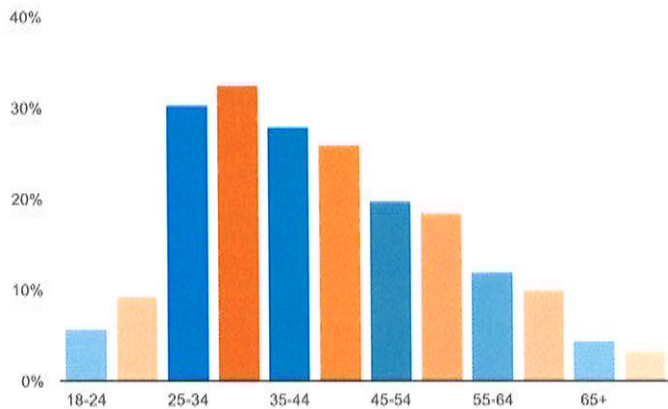
Key Metric:

Age

45.80% of total users

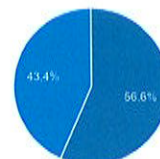
Gender

43.97% of total users

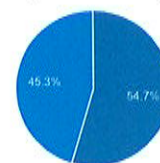


■ male ■ female

Mar 28, 2019 - Jun 25, 2019



Mar 28, 2018 - Jun 25, 2018



TITLE	ID	CREATED	OWNER	FRAME	SIZE	VIEWS	EMBED
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<input type="checkbox"/> Water Funds	20376358	06/19/2019	spuclon	720x400	34.3 MB	15	
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<input type="checkbox"/> 6 17 2019	20374804	06/19/2019	spuclon	720x400	1.79 GB	23	
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<input type="checkbox"/> 6 3 2019	20349823	06/04/2019	spuclon	720x400	1.48 GB	3	
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<input type="checkbox"/> 5 20 2019	20328492	05/22/2019	spuclon	720x400	1.19 GB	0	
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<input type="checkbox"/> 5 6 2019	20292577	05/07/2019	spuclon	720x400	1.67 GB	5	
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<input type="checkbox"/> 4 15 2019	20148909	04/16/2019	spuclon	720x400	2.04 GB	8	
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<input type="checkbox"/> 4 1 2019 Partial	20104614	04/10/2019	spuclon	720x400	246 MB	6	
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Proposed As Consent Item

focus

[Insights from Shakopee Public Utilities]



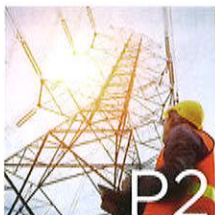
Splash Pad

While small in size, the Splash Pad's impact on the water system is significant. It is projected to use 10,000 gallons of fresh water per day. This is equivalent to the usage of 35 single family homes.

At the June 17th Commission meeting, no formal decision was made on the Water Capacity

Charge (WCC). A request was made by the Lions Club to partner with them. In an effort to support the Splash Pad, the Commission requested additional information on this project from SPU staff. More information related to the WCC will follow.

[top stories]



Why does SPU have a Commission?



Explanation of SPU Water Fees



Did You Know, SPU...



SHAKOPEE PUBLIC UTILITIES

255 Sarazin Street • PO Box 470
Shakopee, MN 55379
952.445.1988 • spucweb.com

CONTACT

Shakopee Public Utilities

Business Office..... 952.445.1988

Power Outage..... 952.445.6681

Water Emergency..... 952.445.6681

Customer Service..... 952.445.1988

customerservice@
shakopeeutilities.com

Past Due Accounts..... 952.345.2482

Street Light Outage..... 952.345.2473

Fax..... 952.445.7767



SPU

Office Hours

Monday-Friday..... 7:30 a.m. - 4:00 p.m.

SPU Board

Board of Commissioners

President Terry Joos

Vice President..... Deb Amundson

Commissioner..... Mathew Meyer

Commissioner..... Kathi Mocol

Commissioner..... Steve Clay

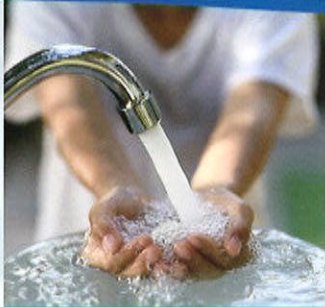
Utilities Manager..... John Crooks

Why Does SPU Have a Commission?

Shakopee Public Utilities is an independent entity governed by a separate board of five commissioners. These commissioners are appointed by Shakopee's City Council. The commission was established by city council on December 12, 1950 and took over responsibility of the utilities April 1, 1951. The following core operating principles are taken from the SPUC April 1, 1951 - March 31, 1952 First Annual Report.

1. To remove the operation of these departments, as far as practical, from political influence - thus increasing efficiency.
2. To operate these departments on a strictly business basis by appointing qualified supervisory employees and holding them strictly accountable for proper and efficient operation.
3. To furnish the best service with the lowest rates consistent with such service.
4. In line with the aim to operate on a strictly business basis, the commission believes that the utilities should, in lieu of taxes, make a contribution to the operation of the city government."

For more than 68 years SPU and the City of Shakopee have partnered to provide this community with reliable and quality service, competitive rates and the fair and equitable treatment of all customers.



Explanation of SPU Water Fees

FUND ▼	USE ▼	WHO PAYS ▼
Operating	This is used to pay for the operation and maintenance of the water production and distribution system.	Customers. This is included in your rates billed monthly based on your usage. 23.77¢ of every \$1.00 you pay is a direct contribution to the City of Shakopee*.
Reconstruction Charge	This is used to replace water mains and services up to the curb stop in conjunction with the city's street reconstruction project.	Customers. This is a separate line item on your monthly bill. Currently, \$0.25 is charged per 1,000 gallons used.
TWC Trunk Water Charge	This fee is only collected when water is made available to undeveloped property. It pays for the oversizing of pipes to provide adequate fire flow protection.	Developers. Developers pay this through fees that are based on the net acreage of their development.
WCC Water Capacity Charge <i>(Formerly called Water Connection Charge)</i>	This fee is collected when there is increased demand on the water system. It is used for siting and constructing new wells, pump houses, booster stations, water storage tanks, treatment plants and transmission mains to support customer needs.	Property Owners / Developers. This is a one-time, upfront charge to cover the additional demand on the water supply system. The anticipated volume of water to be used is measured in equivalent SAC units.**

* 23.77% of water sales less cost of energy for pumping is paid to the City by SPU from revenues collected. In 2018 this was \$1,091,814.

**One SAC (Sewer Availability Charge) unit as defined by the Met Council is 274 gallons per day.

CONSERVATION CORNER

AIR CONDITIONING SEASON IS HERE.

Clear the area around your AC unit.
Your air conditioning unit will operate better if it has plenty of room to breathe.

Maintain your air conditioner.
Your central air conditioner or room air conditioner will use more energy than necessary if it is not properly maintained.

Supplement your AC with fans and ceiling fans.

By using fans, you can raise the thermostat setting 4°F and stay just as comfortable.

Raise your thermostat.

You can save 3-5% on your cooling costs for each degree you increase the temperature on your thermostat during the summer. Let's do the math — if you use fans and raise your thermostat from 68° to 72° you could save 12%-20% on your electric bill and still feel like it's 68° in your home!

DO YOU HAVE A POOL?

You should cover it.

The best way to reduce the cost of heating your pool is to keep it covered when it's not in use. Using a pool cover could save you 50-70% on pool heating.

Turn down the temperature on your pool heater.

Pool temperatures are typically between 78°F and 82°F. For every 1°F increase in your pool's temperature, the energy costs needed to heat the pool increase up to 30%.

Reduce the pool pump run time.

Reducing the run time by 60-75% can result in an equal percentage of energy savings and still keep your pool clean.



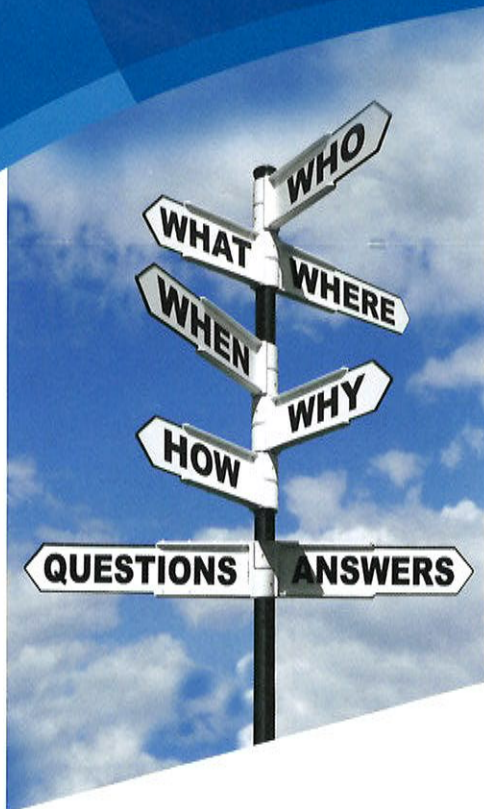
SHAKOPEE PUBLIC UTILITIES

255 Sarazin Street • PO Box 470
Shakopee, MN 55379
952.445.1988 • spucweb.com

This newsletter is intended to provide our customers – the rate payers of Shakopee Public Utilities – with facts about Shakopee Public Utilities and its Commission.

Did You Know, SPU...

- ▶ Currently serves **17,575 electric customers** and **11,438 water customers**.
- ▶ Annual **residential electric customer costs are lower** than Xcel Energy and Minnesota Valley Electric Cooperative.
- ▶ Was **awarded MN Best Drinking Water** by the MN Rural Water Association in 2014.
- ▶ Is in the **top 25% of the country for electric reliability** as recognized nationally by APPA. Your power is on 99.997% of the time.
- ▶ Was one of only three water systems **recognized with a Source Water Leadership Award for wellhead protection** in 2013 by the State of Minnesota, Office of the Governor.
- ▶ **Contributed \$3.4 million in 2018 to the City of Shakopee**, including free services. Since 2000, that total contribution has been \$36.2 million.
- ▶ Is currently an RP3 (Reliable Public Power Provider) **Diamond Award recipient**, the highest designation a utility can earn. **We are ranked in the Top 5% nationally.**
- ▶ Residential **water customer costs are competitive** with or lower than neighboring communities.
- ▶ Currently **offers a low-cost renewable energy program** to our customers. Delivered power will be 98% renewable by 2022.
- ▶ **Offers numerous conservation rebate programs** to both residential and non-residential electric customers.
- ▶ Invested in our community, **converting city street lighting to energy efficient LED fixtures.**
- ▶ **Invested \$9.0 million on water expansion** infrastructure between 2008-2018. Projected water expansion investments between 2019-2023 are \$18.3 million.



Call:
952.445.1988



Click:
spucweb.com



Visit:
SPU Service Center
255 Sarazin Street
Shakopee

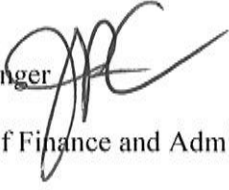


11c

SHAKOPEE PUBLIC UTILITIES

"Lighting the Way – Yesterday, Today and Beyond"

June 25, 2019

TO: John Crooks, Utilities Manager 
FROM: Renee Schmid, ^{RS}Director of Finance and Administration
SUBJECT: Ebill Project Update

Project Update

An Ebill project overview and update was provided to the Commission on January 22, 2019. Since that time we have been working with our vendor to resolve several critical open issues.

I am pleased to announce that the Ebill project was moved to live production on Thursday, June 27th at 8:00AM and is now available for our customers to use.

The Ebill project will provide our customers with the following new capabilities and features:

- Access to a customer portal to view billing statements and manage payment options and notifications
- The choice to go paperless for utility bills and go green!
- Ability to view 13 months of historical billing statements on-line
- Option to elect to receive summary billing statements via email or text
- Elect to receive electronic payment reminders via text or email
- Ability to pay your bill directly from your device via text or email – a “pay now” function
- Ability to schedule automated bill payments
- Option to consolidate multiple accounts under one customer portal
- Increases the maximum payment limit per transaction from \$300 to \$500
- Ability to communicate with our customers through “campaigns” and share SPU information

The Ebill product will also generate costs savings for the Commission and rate payers by reducing costs to print and mail billing statements.

This is being introduced under a “soft roll out” and will be followed by a customer marketing campaign to formally communicate our new Ebill offering. I will provide the Commission with a demo of the Ebill product at the July 15, 2019 Commission meeting.

Commission Action

- No Commission action requested.