

AGENDA
SHAKOPEE PUBLIC UTILITIES COMMISSION
REGULAR MEETING
July 6, 2021

1. **Call to Order** at 5:00pm in the SPUC Service Center, 255 Sarazin Street.
 - 1a) **Roll Call**
2. **Communications**
3. **Consent Agenda**
 - C=> 3a) Approval of June 21, 2021 Minutes (GD)
 - C=> 3b) Approval of July 6, 2021 Agenda (KM)
 - C=> 3c) July 6, 2021 Warrant List (JM)
 - C=> 3d) MMPA June Meeting Minutes (GD)
 - C=> 3e) Quarterly Nitrate Report (LS)
 - C=> 3f) Privately Hydrants Project (LS)
 - C=> 3g) Proposed Featured Topics for Rhythm on the Rails (SW)
 - C=> 3h) Res#2021-12 – Resolution Setting the Amount of the Trunk Water Charge, Approving of Its Collection and Authorizing Water Service to Certain Property Described as Whispering Waters 1st Addition (JA)
 - C=> 3i) Res#2021-13 – Resolution Approving of the Estimated Cost of Pipe Oversizing on the Watermain Project for Whispering Waters 1st Addition (JA)
 - C=> 3j) Scott Street Water Main Crossing UPRR Tracks Update (JA)
4. **Reports: Liaison Items** (JB)
5. **Public Comment Period.** The public comment period provides an opportunity for the public to address the Commission on items that are not on the agenda. Comments should **not** exceed five minutes. The SPU President may adjust that time limit based upon the number of persons seeking to comment. This comment period may not be used to make personal attacks, to air personality grievances, or for political endorsements or campaigns. The public comments are intended for informational purposes only; Commissioners will not enter into a dialogue with commenters, and questions from Commissioners will be for clarification only.
6. **Reports: General Manager**
 - 6a) General Manager Update - Verbal (GD)
7. **Reports: Water Items**
 - 7a) Water System Operations Report – Verbal (GD)
 - 7b) CR 83 County Project 83-24 and SPU 18-inch Water Main Replacement (JA)

8. **Reports: Electric Items**
 - 8a) Electric System Operations Report – Verbal (BC)

9. **Reports: Human Resources**
 - 9a) General Manager Employment Agreement (KB)

10. **Reports: General Items**
 - 10a) Marketing/Customer Service Report – Verbal (SW)
 - 10b) Security and Data Protection (BR)
 - 10c) Water Tower Logo (GD)

11. **Items for Future Agendas**

12. **Tentative Dates for Upcoming Meetings**
 - Mid Month Meeting -- July 19, 2021
 - Regular Meeting -- August 2, 2021
 - Mid Month Meeting -- August 16, 2021 (Tentative)
 - Regular Meeting -- September 7, 2021 (Tuesday)

13. **Adjourn to July 19, 2021 Regular Meeting** at the SPUC Service Center, 255 Sarazin Street

MINUTES OF THE
SHAKOPEE PUBLIC UTILITIES COMMISSION
June 21, 2021
Regular Meeting

1. Call to Order. President Mocol called the June 21, 2021 meeting of the Shakopee Public Utilities Commission to order at 5:00 P.M. President Mocol, Vice President Fox, Commissioner Brennan, Commissioner Krieg, and Commissioner Letourneau were present.
2. Communications. Mr. Drent and Ms. Mocol noted that they plan to attend the MMUA Summer Conference, August 16-18th, and the regular Commission meeting on August 16th may not occur. Mr. Drent noted that the Compensation and Classification Study would likely be on the agenda for the first meeting in September.
3. Approval of Consent Agenda. Commissioner Brennan moved approval of the consent agenda. Vice President Fox seconded the motion. Ayes: Mocol, Fox, Brennan, Krieg, Letourneau. Nays: None. Motion carried. The approved items were: June 7, 2021 Minutes; June 21, 2021 Agenda; June 7, 2021 Warrant List Account Credit Request/Deposit Refunds; June 18, 2021 Warrant List; Water Dashboard; Hansen Avenue Change Order 1; Res#2021-10 Resolution Approving of the Estimated Cost of Pipe Oversizing on the Watermain Project for Summerland Place 1st Addition; Res#2021-11 Resolution Setting the Amount of the Trunk Water Charge, Approving of Its Collection and Authorizing Water Service to Certain Property in Summerland Place 1st Addition; CR 83 Country Project 83-24 and SPU 18-inch Watermain Replacement.
4. Liaison Report. Commissioner Brennan reported that the City Council approved the annexation of four Jackson Township properties into the City.
5. Public Comment Period. No public comments were offered.
6. General Manager Report. Greg Drent, General Manager, noted that SPU is working on live-streaming Commission meetings through You Tube Live, with the goal of starting with the second meeting in July. Mr. Drent noted that the union votes were due today, and the Minnesota Bureau of Mediation Services should certify the results by tomorrow. He provided an update on pending projects.

Information to Commissioners. Mr. Drent and the Commissioners discussed how to provide information and facilitate discussions at future meetings. The Commission took no action, and Mr. Drent will bring options to a future meeting.
7. Water Report. Lon Schemel, Water Superintendent, reported working with City staff to obtain additional water samples from private wells for testing in the East End area. He noted that SPU completed the self-certification required under the America's Water and Infrastructure Security Act on cybersecurity. Mr. Schemel noted that the Emergency Response Plan is due at the end of the year.

Union Pacific Railroad Water Main Crossing at Scott Street. Joseph Adams, Director of Planning and Engineering, provided an update on this project, which is part of the City's 2021 street reconstruction. He explained that SPU applied to Union Pacific for this crossing, and Union Pacific provided a proposed license agreement. Mr. Adams noted that the railroad did not own the property, but had tracks within the City's right of way. He noted a crossing process under state statutes, which SPU has invoked and the City supported. Mr. Adams noted that SPU is waiting to hear back from Union Pacific, and will continue to work with City staff to explore options for timely completion of the project.

Summer 2021 Water Pumpage. Mr. Schemel noted that during the recent hot weather, water pumpage reached approximately 14.7 million gallons/day on June 14th. He noted that the record high was 16.25 million gallons/day in 2012. He commented that 8-10 million gallons/day is normal. Today's usage was 9.7 million gallons/day.

Sprinkler Restrictions. Mr. Schemel reported that staff handed out approximately 104 sprinkling restriction notices since June 6, 2021. Mr. Schemel noted that the Water Policy Manual, which is being revised, will address non-essential water use.

8. Electric Report. Brad Carlson, Assistant Electric Superintendent, described four outages since the last Commission meeting. He provided an update of other projects, including relocating an overhead line on Summerville Street, relocating power poles at Levee Drive and Fuller, and relocating feeder 22 along Stagecoach Road. Mr. Carlson reported that SPU reached a new system peak record of 108.5 megawatts on June 10, 2021, which surpassed the earlier record of 104 megawatts from 2019. Mr. Drent and Mr. Adams clarified that the SPU system capacity is more than double the existing load.

EV Chargers installed in Parks. Mr. Drent noted that charger design, including customer payment options, are being considered. He noted that the City plans to install three chargers in parks, and wants SPU to install three chargers. Mr. Drent stated that when more information is developed, including cost estimates, this matter will be brought back to the Commission.

EV Vehicle Residential Chargers. Mr. Adams noted that SPU has received questions as to home-charging equipment, EV rates, rebates, and incentives. He provided an overview of options provided by neighboring utilities. The Commission discussed incentive options, commenting that \$500 seemed too high, as well as longer-term planning considerations. Mr. Drent noted that staff will continue to consider options.

9. Marketing/Customer Service Report. Ms. Sharon Walsh, Marketing/Customer Relations Director, noted that approximately 160 customers are scheduled for disconnection due to non-payment on June 22-23. She described the written communications and phone calls to customers. Ms. Walsh also noted that she is revising the Deposit Policy. She reported that SPU plans to conduct a second water survey, with a more focused set of three questions. Ms. Walsh explained

that the water survey, and communicating with customers about water utilities, will be the focus of the SPU tent at the July 14th Rhythm on the Rails.

10. Purchasing/Contracts Policy. Ms. Jean McGann, AEM, presented the proposed Purchasing/Contracts Policy. She explained that all invoices require Commission approval, typically in the warrant list, before payment is issued. Commissioner Brennan requested a summary of the status of projects, any change orders, and payment. Vice President Fox moved to approve the proposed Purchasing/Contracts Policy. Commissioner Letourneau seconded the motion. Ayes: Mocol, Fox, Brennan, Krieg, Letourneau. Nays: None. Motion carried.

11. Request to Remove Interview Videos from SPU Website. President Mocol noted a request to remove videos from the SPU website of the May 19 and June 2, 2021 special meetings with interviews of general manager candidates. Commissioner Brennan moved to remove these special meeting videos from the SPU website, but that they be noted as available upon request. Vice President Fox seconded the motion. Ayes: Mocol, Fox, Brennan, Krieg. Nays: Letourneau. Motion carried 4-1.

12. Items for Future Agendas. Commissioner Krieg requested further discussion of the guaranteed energy savings component of the approved Purchasing/Contracts Policy.

13. Adjourn. Motion by Commissioner Brennan, seconded by Vice President Fox, to adjourn to the July 6, 2021 meeting. Ayes: Mocol, Fox, Brennan, Krieg, Letourneau. Nays: None. Motion carried.

Greg Drent, Commission Secretary

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SHAKOPEE PUBLIC UTILITIES COMMISSION

WARRANT LISTING

July 6, 2021

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

58884 Joseph D Adams	\$591.98
58885 Allstream	\$2,495.36
58886 Tom Anderson	\$500.00
58887 AAR Building Service Co.	\$3,718.41
58888 Arrow Ace Hardware	\$174.91
58889 Baker Tilly US, LLP	\$2,350.00
58890 Bell Lumber & Pole Company	\$14,779.10
58891 Robert Berndtson	\$170.24
58892 Andrew Bennett	\$158.45
58893 Best Buy Business Advantage Account	\$123.85
58894 Charles Borchard	\$175.00
58895 Border States Electric Supply	\$22,935.04
58896 Erica Breaux	\$350.00
58897 Alex & Deanna Brewer-Buchtel	\$500.00
58898 Brian Kneissel	\$1,000.00
58899 Joe Carmichael	\$1,000.00
58900 Philip Charlson	\$200.00
58901 Choice Electric Inc.	\$11,668.47
58902 City of Shakopee	\$187,000.00
58903 City of Shakopee	\$2,334.00
58904 Matthew Creswick	\$1,000.00
58905 Customer Contact Services	\$416.19
58906 Demissie Degefe	\$1,000.00
58907 Pamela & Timothy Dempsey	\$50.00
58908 Trang Dinh	\$125.00
58909 Discount Tire Co. Inc.	\$608.00
58910 Greg Drent	\$934.36
58911 Loretta Engle	\$500.00
58912 Mike Enright	\$150.00
58913 EUCI	\$1,590.00
58914 Ferguson Enterprises, LLC	\$6,731.03
58915 Ferrellgas	\$18.79
58916 FS3 Inc	\$5,928.18
58917 Further	\$1,633.00
58918 James Goldenstein	\$175.00
58919 Grainger Inc.	\$370.96
58920 Joan Gunnel	\$500.00
58921 Robert J Guski	\$175.00
58922 Hawkins Inc.	\$18,455.37
58923 Courtney Hayden	\$1,000.00
58924 Hennen's Auto Service, Inc.	\$7.74
58925 Gwendolyn Holmes-Jenkins	\$350.00
58926 Hosanna Church	\$3,258.00
58927 Hotsy Equipment of Minnesota	\$546.91
58928 Interstate All Battery Center	\$77.12
58929 Impact Mailing of Minnesota, Inc.	\$1,155.69
58930 Innovative Office Solutions LLC	\$1,256.09
58931 Integrated Process Solutions Inc.	\$1,689.12

SHAKOPEE PUBLIC UTILITIES COMMISSION

WARRANT LISTING

July 6, 2021

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

58932 Irby - Stuart C Irby Co.	\$8,415.30
58933 Stuart C Irby Co.	\$2,929.16
58934 John Janke	\$685.00
58935 Johnson - Anderson & Assoc	\$33,206.00
58936 Joyce Kasper	\$500.00
58937 Kelley Fuels Inc.	\$830.05
58938 Mark Kincks	\$200.00
58939 KLM Engineering Inc.	\$16,950.00
58940 Steph Kneissel	\$200.00
58941 L S Engineers, Inc.	\$59,670.00
58942 Lano Equipment Inc.	\$146.89
58943 Link Lumber	\$205.30
58944 Lloyd's Const Services	\$397.75
58945 William Lopez	\$500.00
58946 Jeff & Lori Martin	\$1,000.00
58947 Mike's Auto Repair Inc.	\$144.93
58948 Minn Valley Testing Labs Inc.	\$368.00
58949 Minnesota Life	\$326.94
58950 Richard Money penny	\$350.00
58951 Matthew R Moretter	\$175.00
58952 Nick & Deanna Mosser	\$685.00
58953 Mike Murphy	\$200.00
58954 Tony Myers	\$78.40
58955 Nagel Companies LLC	\$8,985.00
58956 Napa Auto Parts	\$23.53
58957 NCPERS Group Life Inc.	\$176.00
58958 Denise Nelson	\$131.35
58959 Gerry Neville	\$106.40
58960 Cindy Nickolay	\$223.39
58961 NBS Calibrations	\$150.00
58962 Christopher Nystrom	\$350.00
58963 PLIC - SBD Grand Island	\$3,506.47
58964 Jeff & Lynn Patterson	\$50.00
58965 Darlene Pederson	\$50.00
58966 Destiny Phillips	\$161.99
58967 Priority 1 Outdoors Inc.	\$3,142.02
58968 Clint & Crystal Pulk	\$500.00
58969 Robert B Hill Co.	\$342.24
58970 Jennifer & Ford Rolfsrud	\$200.00
58971 Nathaniel Rose	\$1,000.00
58972 Justin Rotert	\$1,200.00
58973 Tom & Melanie Schniep	\$500.00
58974 Jason Schwengels	\$9.01
58975 Digital Impact Solutions, LLC	\$419.03
58976 Shakopee Chevrolet	\$821.83
58977 Short Elliott Hendrickson Inc.	\$24,697.68
58978 Debra Snetting	\$500.00
58979 Stinson LLP	\$6,213.00

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

58980 Stone Valley Painting	\$207.43
58981 Matthew & Samantha Tonak	\$900.00
58982 Twin City Garage Door Co.	\$212.50
58983 Johnson Controls Fire Protection LP	\$1,208.43
58984 UPS Store #4009	\$25.52
58985 Utility Logic, LLC	\$64.30
58986 Brad Verke	\$161.10
58987 Curt Walor	\$500.00
58988 Kimberly R Wendel	\$500.00
58989 WESCO Receivables Corp.	\$25,783.84
58990 Scott Wilts	\$200.00
58991 XCEL Energy	\$6,044.36
	\$519,356.50

Commission Secretary

Commission President

Interim Director of Finance & Administration

SHAKOPEE PUBLIC UTILITIES COMMISSION

WARRANT LISTING

July 6, 2021

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

58884 Joseph D Adams	\$591.98	Go Daddy SSC 2 year renewal certificate
58885 Allstream	\$2,495.36	Shakopee Sub, Pike Lake and SPU
58886 Tom Anderson	\$500.00	2021 Res. Energy Cooling & Heating
58887 AAR Building Service Co.	\$3,718.41	July Cleaning Service
58888 Arrow Ace Hardware	\$174.91	Pail, muriatic acid, misc, water dept. items
58889 Baker Tilly US, LLP	\$2,350.00	Final Billing Executive Search
58890 Bell Lumber & Pole Company	\$14,779.10	Poles for replacement
58891 Robert Berndtson	\$170.24	Mileage reimbursement
58892 Andrew Bennett	\$158.45	2021 Irrigation Controllers
58893 Best Buy Business Advantage Account	\$123.85	Cable extenders & power adapter
58894 Charles Borchard	\$175.00	2021 Res. Energy Star Appliance & Clothes washer
58895 Border States Electric Supply	\$22,935.04	2" PVC Pipe, Razon-Back shovels, sleeve copper and security lighting
58896 Erica Breaux	\$350.00	2021 Res. Cooling & Heating Rebate
58897 Alex & Deanna Brewer-Buchtel	\$500.00	2021 Res. Cooling & Heating Rebate
58898 Brian Kneissel	\$1,000.00	2021 Res. Solar Rebate
58899 Joe Carmichael	\$1,000.00	2021 Res. Solar Rebate
58900 Philip Charlson	\$200.00	2021 Res. Cooling & Heating Rebate
58901 Choice Electric Inc.	\$11,668.47	Remove smart switch, \$10175.77-WO#2437-Shakopee Water tower, and \$704.63 -WO#2461-Pumphouse #15
58902 City of Shakopee	\$187,000.00	July Transfer Fee
58903 City of Shakopee	\$2,334.00	2021 LED Retrofit & Public Works Blvd.
58904 Matthew Creswick	\$1,000.00	2021 Res. Solar Rebate
58905 Customer Contact Services	\$416.19	July answering service
58906 Demissie Degefe	\$1,000.00	2021 Res. Solar Rebate
58907 Pamela & Timothy Dempsey	\$50.00	2021 Res. Energy Star Appliance
58908 Trang Dinh	\$125.00	2021 Star Clothes Washer
58909 Discount Tire Co, Inc.	\$608.00	2021 LED Lighting Retrofit
58910 Greg Drent	\$934.36	Reimb. For MMUA Conf.
58911 Loretta Engle	\$500.00	2021 Res. Cooling & Heating Rebate
58912 Mike Enright	\$150.00	Reimb. For boot allowance
58913 EUCI	\$1,590.00	Vehicles on the grid Planning
58914 Ferguson Enterprises, LLC	\$6,731.03	Pacer upper pipe trfc, \$1132.92 - WO#2451-gskt proread touch pad, out of service sign
58915 Ferrellgas	\$18.79	Bonnet Kit
58916 FS3 Inc	\$5,928.18	Pipe Interduct w/3 conductor - Inventory
58917 Further	\$1,633.00	Jan & Feb. Adm. Fee and Annual Fee, June Adm fee and claims
58918 James Goldenstein	\$175.00	2021 Res. Energy Star Appliance & Star clothes washer
58919 Grainger Inc.	\$370.96	Ball valve, brass
58920 Joan Gunnel	\$500.00	2021 Res. Cooling & Heating Rebate
58921 Robert J Guski	\$175.00	2021 Res. Energy Star Appliance & Rebate
58922 Hawkins Inc.	\$18,455.37	Chlorine cylinders, flouride
58923 Courtney Hayden	\$1,000.00	2021 Res. Solar Rebate
58924 Hennen's Auto Service, Inc.	\$7.74	Fuel
58925 Gwendolyn Holmes-Jenkins	\$350.00	2021 Res. Cooling & Heating Rebate
58926 Hosanna Church	\$3,258.00	2021 LED Lighting Retrofit
58927 Hotsy Equipment of Minnesota	\$546.91	Truck bay wash repair
58928 Interstate All Battery Center	\$77.12	Batteries
58929 Impact Mailing of Minnesota, Inc.	\$1,155.69	Collection letters for June
58930 Innovative Office Solutions LLC	\$1,256.09	Office Supplies
58931 Integrated Process Solutions Inc.	\$1,689.12	Flowmeter isolator repair
58932 Irby - Stuart C Irby Co.	\$8,415.30	Elbow, trans connector, wire - Inventory
58933 Stuart C Irby Co.	\$2,929.16	Gloves & sleeves testing,
58934 John Janke	\$685.00	2021 Res. Solar Rebate
58935 Johnson - Anderson & Assoc	\$33,206.00	Large motor VSD project rebate
58936 Joyce Kasper	\$500.00	2021 Res. Cooling & Heating Rebate
58937 Kelley Fuels Inc.	\$830.05	Diesel fuel for generator
58938 Mark Kincs	\$200.00	2021 Res. Energy Star Appliance
58939 KLM Engineering Inc.	\$16,950.00	\$4500.00 - WO#2259 - Technical/Spec Drawings, \$12450.00 -
58940 Steph Kneissel	\$200.00	2021 Res. Cooling & Heating Rebate
58941 L S Engineers, Inc.	\$59,670.00	Addition & Remodeling for SPU building WO#2470
58942 Lano Equipment Inc.	\$146.89	Oil, hose guard, JIC fitting
58943 Link Lumber	\$205.30	Levee drive Duck bank rebar
58944 Lloyd's Const Services	\$397.75	30 Yards demo & Const.
58945 William Lopez	\$500.00	2021 Res. Cooling & Heating Rebate
58946 Jeff & Lori Martin	\$1,000.00	2021 Res. Solar Rebate
58947 Mike's Auto Repair Inc.	\$144.93	Oil change trk #611
58948 Minn Valley Testing Labs Inc.	\$368.00	Manganese, nitrate, nitrite, coliform
58949 Minnesota Life	\$326.94	June life ins. Premiums
58950 Richard Money penny	\$350.00	2021 Res. Cooling & Heating Rebate

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

58951 Matthew R Moretter	\$175.00	2021 Res. Energy Star Appliance & Clothes washer
58952 Nick & Deanna Mosser	\$685.00	2021 Res. Solar Rebate
58953 Mike Murphy	\$200.00	2021 Irrigation Controllers
58954 Tony Myers	\$78.40	Mileage reimbursement
58955 Nagel Companies LLC	\$8,985.00	\$4905.00-WO#2503-Shenandoah Dr., \$1750.00-WO#2482 - Pine tree, \$2330.00-WO#2477-10th & Adams
58956 Napa Auto Parts	\$23.53	Brkaway repl cable & LED Test blade
58957 NCPERS Group Life Inc.	\$176.00	July Life Ins. Premiums
58958 Denise Nelson	\$131.35	Reimb. For meals for meetings
58959 Gerry Neville	\$106.40	Mileage reimbursement
58960 Cindy Nickolay	\$223.39	Mileage reimbursement
58961 NBS Calibrations	\$150.00	Clean & Calibrate Temp Device
58962 Christopher Nystrom	\$350.00	2021 Res. Energy Cooling & Heating
58963 PLIC - SBD Grand Island	\$3,506.47	LTD Prem. For July 2021
58964 Jeff & Lynn Patterson	\$50.00	2021 Res. Energy Star Appliance
58965 Darlene Pederson	\$50.00	2021 Res. Appliance Rebate
58966 Destiny Phillips	\$161.99	2021 Irrigation Controllers
58967 Priority 1 Outdoors Inc.	\$3,142.02	Sprinkler heads, coupler, repairs
58968 Clint & Crystal Pulk	\$500.00	2021 Res. Cooling & Heating Rebate
58969 Robert B Hill Co.	\$342.24	Water Softener Sait
58970 Jennifer & Ford Rolfsrud	\$200.00	2021 Res. Cooling & Heating Rebate
58971 Nathaniel Rose	\$1,000.00	2021 Res. Solar Rebate
58972 Justin Rotert	\$1,200.00	Reimb. For schooling that was cancelled
58973 Tom & Melanie Schniep	\$500.00	2021 Res. Cooling & Heating Rebate
58974 Jason Schwengels	\$9.01	2021 Res. Energy Star Lighting
58975 Digital Impact Solutions, LLC	\$419.03	SPU deposit checks
58976 Shakopee Chevrolet	\$821.83	Repair oil leak trk #615-Water dept.
58977 Short Elliott Hendrickson Inc.	\$24,697.68	WO#2488-\$433.40 Southwest development, WO#2488-\$7277.94-Canterbury Crossing, WO#2484-\$12000.64-Southwest Logistics, WO#2505-\$1120.00-Stagecoach Road Improvements, WO#2474-\$2185.70-Windermere South 4th Addition, WO#2492-\$560.00-Summerland Place 1st Addition, WO#2360-\$560.00 CSAH 83 Improvements, WO#2476, \$560.00-Whispering Waters.
58978 Debra Snetting	\$500.00	2021 Res. Cooling & Heating Rebate
58979 Stinson LLP	\$6,213.00	Labor Matters thru 5/31/21
58980 Stone Valley Painting	\$207.43	2021 Return Hydrant meter
58981 Matthew & Samantha Tonak	\$900.00	2021 Res. Solar Rebate
58982 Twin City Garage Door Co.	\$212.50	Shop door repair
58983 Johnson Controls Fire Protection LP	\$1,208.43	Fire sprinkler inspection
58984 UPS Store #4009	\$25.52	HPS Digital Phasing set returned
58985 Utility Logic, LLC	\$64.30	Connection leads
58986 Brad Verke	\$161.10	2021 Irrigation Controllers
58987 Curt Walor	\$500.00	2021 Res. Cooling & Heating Rebate
58988 Kimberly R Wendel	\$500.00	2021 Res. Cooling & Heating Rebate
58989 WESCO Receivables Corp.	\$25,783.84	Elbows, Cable, Sqwincher packets
58990 Scott Wilts	\$200.00	2021 Irrigation Controllers
58991 XCEL Energy	\$6,044.36	Amberglen Gas usage and Valley Park Elec. Usage
	\$519,356.50	

Commission Secretary

Commission President


Interim Director of Finance & Administration



Proposed As Consent Item

3d

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

To: SPU Commissioners
From: Greg Drent, General Manager 
Date: June 30, 2021
Subject: MMPA June Meeting Update

The Board of Directors of the Minnesota Municipal Power Agency (MMPA) met on June 22, 2021 at the Chaska Community Center in Chaska, Minnesota. It was the Board's first in-person meeting since February 2020.

The Board reviewed the Agency's financial and operating performance for May 2021.

The Board was informed that MMPA hit a new all-time coincident peak of 421 MW in June. The extended period of hot weather has caused sales to be substantially above budget for the first half of June.

Management discussed the value of the diverse resource portfolio, consisting of different technology and fuel types at a number of locations in Minnesota.

The Board discussed the status of the Walleye Wind project, a 110 MW wind farm in Southwestern Minnesota. MMPA has a long-term contract for all the wind farm's output. The project is currently in the permitting process.

MMPA will be installing a dual level 2 electric vehicle charger in each MMPA community that wants one. The Board approved offering the same program to members in 2022.

Management provided an update on the Board economic development initiatives in MMPA member communities.

The Board discussed energy topics from the 2021 legislative session and current special session.

Greg Drent of Shakopee Public Utilities was elected as MMPA Treasurer, filling the vacancy created by Joseph Steffel's retirement from the City of Buffalo.

There was an increase of 4 customers participating in MMPA's residential Clean Energy Choice program from April to May. Customer penetration of the program for residential customers remains at 3.7%.

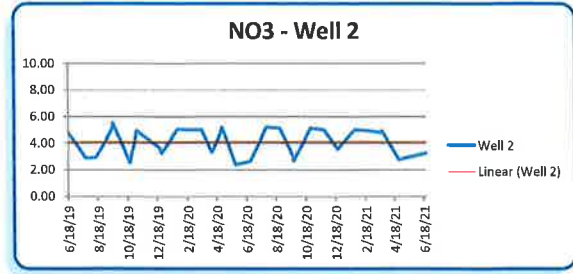


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www.shakopeeutilities.com

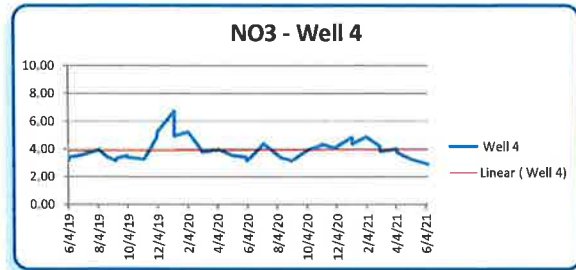
TO: Greg Drent, General Manager *GD*
FROM: Lon R. Schemel, Water Superintendent *LRS*
SUBJECT: Nitrate Results Update -- Advisory
DATE: June 30, 2021

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.

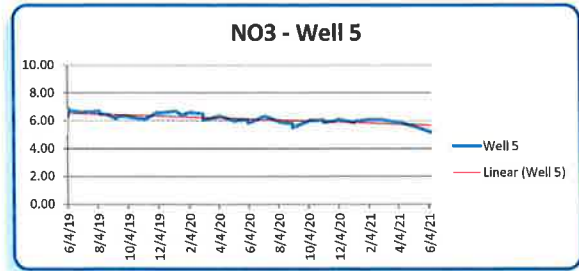
Location	Sample Collected	Results Received	Results	Lab	Run Time
2	6/18/19	7/3/19	4.74	MVTL	168 hrs prior
2	7/23/19	7/29/19	2.89	MVTL	168 hrs prior
2	8/13/19	8/23/19	2.90	MVTL	168 hrs prior
2	9/17/19	10/3/19	5.16	MVTL	168 hrs prior
2	9/17/19	11/12/19	5.50	MDH	
2	10/22/19	11/12/19	2.52	MVTL	168 hrs prior
2	11/5/19	11/14/19	4.91	MVTL	168 hrs prior
2	12/23/19	1/23/20	3.60	MDH	
2	12/26/19	1/23/20	3.20	MVTL	168 hrs prior
2	1/28/20	2/21/20	5.02	MVTL	168 hrs prior
2	2/25/20	3/19/20	4.98	MVTL	168 hrs prior
2	3/17/20	3/24/20	4.99	MVTL	168 hrs prior
2	4/7/20	4/12/20	3.30	MDH	
2	4/28/20	4/30/20	5.18	MVTL	168 hrs prior
2	4/27/20	6/5/20	4.90	MDH	
2	5/26/20	5/29/20	2.36	MVTL	168 hrs prior
2	6/25/20	6/30/20	2.62	MVTL	168 hrs prior
2	7/28/20	7/30/20	5.17	MVTL	168 hrs prior
2	8/25/20	11/25/20	5.10	MVTL	
2	9/21/20	11/25/20	3.00	MDH	
2	9/22/20	9/24/20	2.65	MVTL	168 hrs prior
2	10/27/20	11/25/20	5.10	MVTL	168 hrs prior
2	11/24/20	12/9/20	4.97	MVTL	168 hrs prior
2	12/22/20	12/26/20	3.52	MVTL	168 hrs prior
2	12/22/20	1/29/21	3.60	MDH	
2	1/26/21	1/29/21	4.98	MVTL	168 hrs prior
2	2/23/21	3/23/21	4.91	MVTL	168 hrs prior
2	3/23/21	3/25/21	4.92	MVTL	168 hrs prior
2	3/22/21	5/24/21	4.80	MDH	
2	4/27/21	5/12/21	2.76	MVTL	168 hrs prior
2	6/22/21	6/29/21	3.25	MVTL	168 hrs prior



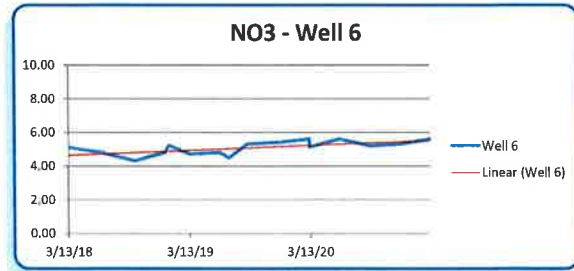
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4	8/6/19	8/23/19	3.95	MVTL	168 hrs prior
4	8/6/19	12/9/19	3.90	MDH	
4	8/20/19	8/27/19	3.44	MVTL	168 hrs prior
4	9/9/19	10/3/19	3.11	MVTL	168 hrs prior
4	9/9/19	11/12/19	3.30	MDH	
4	10/11/19	11/12/19	3.50	MVTL	168 hrs prior
4	10/11/19	12/9/19	3.40	MDH	
4	11/5/19	11/14/19	3.24	MVTL	168 hrs prior
4	12/2/19	1/23/20	4.80	MDH	
4	12/3/19	12/13/19	5.18	MVTL	168 hrs prior
4	1/7/20	1/23/20	6.69	MVTL	168 hrs prior
4	1/7/20	3/24/20	4.90	MDH	
4	2/4/20	2/21/20	5.19	MVTL	168 hrs prior
4	3/3/20	3/19/20	3.76	MVTL	168 hrs prior
4	3/2/20	3/11/20	3.90	MDH	
4	4/7/20	4/10/20	3.94	MVTL	168 hrs prior
4	5/5/20	5/9/20	3.51	MVTL	168 hrs prior
4	6/2/20	6/5/20	3.12	MVTL	168 hrs prior
4	6/1/20	6/11/20	3.40	MDH	
4	7/7/20	7/9/20	4.35	MVTL	168 hrs prior
4	8/11/20	8/13/20	3.36	MVTL	168 hrs prior
4	9/1/20	11/25/20	3.16	MVTL	
4	9/1/20	11/25/20	3.10	MDH	
4	10/6/20	10/6/20	3.93	MVTL	168 hrs prior
4	11/3/20	11/25/20	4.26	MVTL	168 hrs prior
4	11/3/20	11/25/20	4.30	MDH	
4	12/1/20	12/9/20	4.06	MVTL	168 hrs prior
4	12/1/20	1/29/21	4.10	MDH	
4	1/4/21	3/25/21	4.80	MDH	
4	1/5/21	1/8/21	4.35	MVTL	168 hrs prior
4	2/2/21	2/8/21	4.85	MVTL	168 hrs prior
4	3/1/21	5/12/21	4.20	MDH	
4	3/2/21	3/23/21	3.83	MVTL	168 hrs prior
4	4/5/21	5/12/21	4.00	MDH	
4	4/6/21	5/12/21	3.73	MVTL	168 hrs prior
4	5/4/21	5/12/21	3.26	MVTL	168 hrs prior
4	6/8/21	6/16/21	2.87	MVTL	168 hrs prior



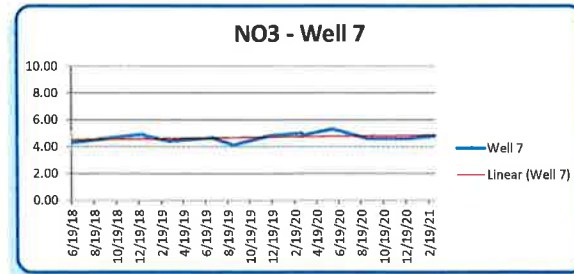
Location	Sample Collected	Results Received	Results	Lab	Run Time
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5	6/4/19	7/11/19	6.80	MDH	
5	7/2/19	7/24/19	6.62	MVTL	168 hrs prior
5	8/6/19	8/23/19	6.70	MVTL	168 hrs prior
5	8/6/19	12/9/19	6.50	MDH	
5	8/20/19	8/27/19	6.46	MVTL	168 hrs prior
5	9/9/19	10/3/19	6.16	MVTL	168 hrs prior
5	9/9/19	11/12/19	6.30	MDH	
5	10/1/19	11/12/19	6.34	MVTL	168 hrs prior
5	10/1/19	12/9/19	6.30	MDH	
5	11/5/19	11/14/19	6.10	MVTL	168 hrs prior
5	12/2/19	1/23/20	6.60	MDH	
5	12/3/19	12/13/19	6.53	MVTL	168 hrs prior
5	1/7/20	1/23/20	6.69	MVTL	168 hrs prior
5	1/20/20	3/24/20	6.40	MDH	
5	2/4/20	2/21/20	6.60	MVTL	168 hrs prior
5	3/3/20	3/19/20	6.05	MVTL	168 hrs prior
5	3/2/20	3/11/20	6.50	MDH	
5	4/7/20	4/10/20	6.34	MVTL	168 hrs prior
5	5/5/20	5/9/20	5.98	MVTL	168 hrs prior
5	6/2/20	6/5/20	5.82	MVTL	168 hrs prior
5	6/1/20	6/11/20	6.10	MDH	
5	7/7/20	7/9/20	6.32	MVTL	168 hrs prior
5	8/11/20	8/13/20	5.87	MVTL	168 hrs prior
5	9/1/20	11/25/20	5.81	MVTL	
5	9/1/20	11/25/20	5.50	MDH	
5	10/6/20	10/8/20	6.03	MVTL	168 hrs prior
5	11/3/20	11/25/20	6.07	MVTL	168 hrs prior
5	11/3/20	11/25/20	5.90	MDH	
5	12/1/20	2/9/20	6.02	MVTL	168 hrs prior
5	12/1/20	1/29/21	6.10	MDH	
5	1/4/21	3/25/21	5.90	MDH	
5	1/5/21	1/8/21	5.96	MVTL	168 hrs prior
5	2/2/21	2/8/21	6.09	MVTL	168 hrs prior
5	3/1/21	5/12/21	6.10	MDH	
5	3/2/21	3/23/21	6.07	MVTL	168 hrs prior
5	4/6/21	5/12/21	5.88	MVTL	168 hrs prior
5	5/4/21	5/12/21	5.62	MVTL	168 hrs prior
5	6/8/21	6/16/21	5.18	MVTL	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
6	6/11/19	7/11/19	4.80	MDH	168 hrs prior
6	7/9/19	7/24/19	4.48	MVTL	168 hrs prior
6	9/3/19	11/12/19	5.30	MDH	
6	12/10/19	1/23/20	5.40	MDH	
6	3/9/20	3/15/20	5.60	MDH	
6	3/8/21	5/12/21	5.60	MDH	
6	3/10/20	3/19/20	5.13	MVTL	168 hrs prior
6	6/8/20	6/20/20	5.60	MDH	
6	9/8/2020	1/29/21	5.20	MDH	
6	12/7/2020	1/29/21	5.30	MDH	

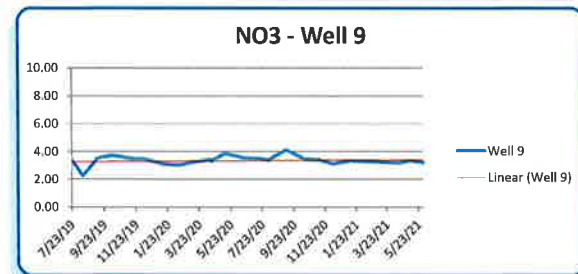
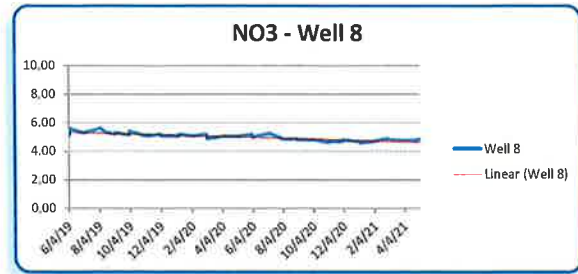


7	6/19/18	7/18/18	4.30	MDH	456 hrs prior
7	9/18/18	10/15/18	4.60	MDH	216 hrs prior
7	12/27/18	2/5/19	4.90	MDH	168 hrs prior
7	1/8/19	1/14/19	4.78	MVTL	168 hrs prior
7	3/12/19	3/29/19	4.40	MDH	168 hrs prior
7	6/11/19	7/11/19	4.60	MDH	168 hrs prior
7	7/9/19	7/24/19	4.64	MVTL	168 hrs prior
7	9/3/19	11/12/19	4.10	MDH	
7	12/10/19	1/23/20	4.80	MDH	
7	3/8/21	5/12/21	4.80	MDH	
7	3/9/20	3/15/20	5.00	MDH	
7	3/10/20	3/19/20	4.84	MVTL	168 hrs prior
7	6/1/20	6/11/20	5.30	MDH	
7	9/8/20	1/29/21	4.60	MDH	
7	12/22/20	1/29/21	4.60	MDH	

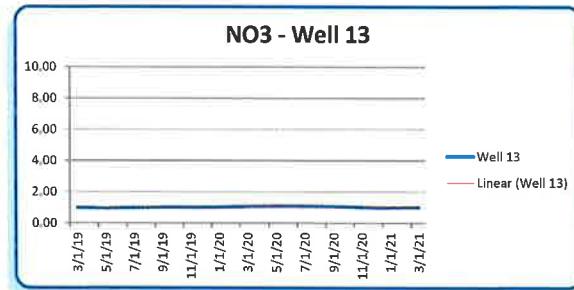
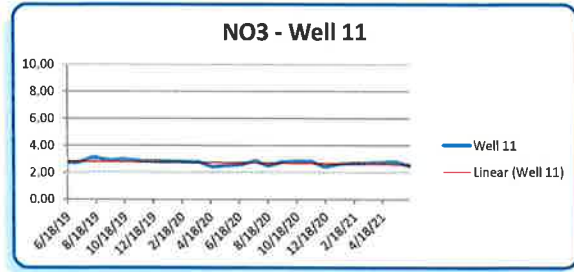


MVTL = Minnesota Valley Testing Laboratories
MDH = Minnesota Department of Health
TCWC = Twin City Water Clinic

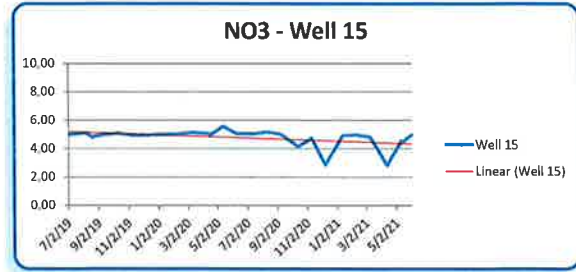
Location	Sample Collected	Results Received	Results	Lab	Run Time
8	6/4/19	6/21/19	5.12	MVTL	168 hrs prior
8	6/4/19	7/11/19	5.60	MDH	
8	7/2/19	7/24/19	5.32	MVTL	168 hrs prior
8	8/6/19	12/9/19	5.60	MDH	
8	8/13/19	8/23/19	5.38	MVTL	168 hrs prior
8	9/3/19	10/3/19	5.20	MVTL	168 hrs prior
8	9/3/19	11/12/19	5.30	MDH	
8	10/1/19	11/12/19	5.16	MVTL	168 hrs prior
8	10/1/19	12/9/19	5.40	MDH	
8	11/5/19	11/14/19	5.08	MVTL	168 hrs prior
8	12/2/19	1/23/20	5.20	MDH	
8	12/3/19	12/13/19	5.08	MVTL	168 hrs prior
8	1/7/20	1/23/20	5.07	MVTL	168 hrs prior
8	1/7/20	3/24/20	5.20	MDH	
8	2/4/20	2/21/20	5.08	MVTL	168 hrs prior
8	3/3/20	3/19/20	4.89	MVTL	168 hrs prior
8	3/2/20	3/11/20	5.20	MDH	
8	4/7/20	4/10/20	5.06	MVTL	168 hrs prior
8	5/5/20	5/9/20	5.05	MVTL	168 hrs prior
8	6/2/20	6/5/20	5.02	MVTL	168 hrs prior
8	6/1/20	6/11/20	5.20	MDH	
8	7/7/20	7/9/20	5.25	MVTL	168 hrs prior
8	8/4/20	8/6/20	4.85	MVTL	168 hrs prior
8	9/1/20	11/25/20	4.87	MVTL	
8	9/1/20	11/25/20	4.80	MDH	
8	10/6/20	10/8/20	4.80	MVTL	168 hrs prior
8	11/3/20	11/25/20	4.62	MVTL	168 hrs prior
8	11/3/20	11/25/20	4.70	MDH	
8	12/1/20	12/9/20	4.70	MVTL	168 hrs prior
8	12/1/20	1/29/21	4.80	MDH	
8	1/4/21	3/25/21	4.70	MDH	
8	1/5/21	1/6/21	4.60	MVTL	168 hrs prior
8	2/2/21	2/6/21	4.72	MVTL	168 hrs prior
8	3/1/21	5/12/21	4.90	MDH	
8	3/2/21	3/23/21	4.82	MVTL	168 hrs prior
8	4/6/21	5/12/21	4.77	MVTL	168 hrs prior
8	5/4/21	5/12/21	4.82	MVTL	168 hrs prior
9	7/23/19	7/29/19	3.32	MVTL	168 hrs prior
9	8/13/19	8/23/19	2.23	MVTL	168 hrs prior
9	9/9/19	10/3/19	3.49	MVTL	168 hrs prior
9	10/8/19	11/12/19	3.68	MVTL	168 hrs prior
9	12/10/19	12/19/19	3.42	MVTL	168 hrs prior
9	11/12/19	12/9/19	3.48	MVTL	168 hrs prior
9	1/14/20	2/3/20	3.07	MVTL	168 hrs prior
9	2/11/20	2/21/20	2.99	MVTL	168 hrs prior
9	3/10/20	3/19/20	3.20	MVTL	168 hrs prior
9	4/14/20	4/17/20	3.41	MVTL	168 hrs prior
9	4/14/20	4/29/20	3.30	MDH	
9	5/12/20	5/15/20	3.81	MVTL	168 hrs prior
9	6/16/20	6/19/20	3.51	MVTL	168 hrs prior
9	7/14/20	7/16/20	3.48	MVTL	168 hrs prior
9	8/4/20	8/6/20	3.38	MVTL	168 hrs prior
9	9/8/20	11/25/20	4.07	MVTL	168 hrs prior
9	10/13/20	11/25/20	3.44	MVTL	168 hrs prior
9	11/10/20	11/25/20	3.39	MVTL	168 hrs prior
9	12/8/20	12/28/20	3.09	MVTL	168 hrs prior
9	1/12/21	1/14/21	3.32	MVTL	168 hrs prior
9	4/13/21	4/28/21	3.16	MVTL	168 hrs prior
9	5/11/21	5/18/21	3.35	MVTL	168 hrs prior
9	5/11/21	5/24/21	3.30	MDH	
9	6/1/21	6/7/21	3.19	MVTL	168 hrs prior



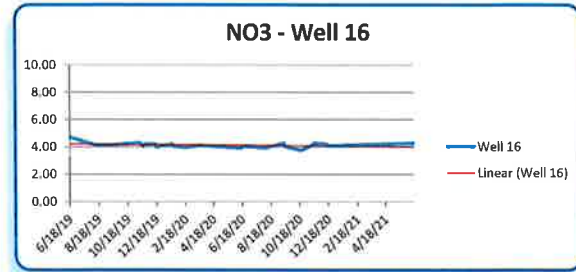
Location	Sample Collected	Results Received	Results	Lab	Run Time
10	4/17/12	4/20/12	< 1.00	TCWC	158 hrs prior
10	1/21/14	1/29/14	< 1.00	TCWC	144 hrs prior
10	3/25/14	4/1/14	3.61	MVTL	96 hrs prior
10	4/23/14	5/7/14	< 0.20	MVTL	24 hrs prior
10	4/23/14	6/16/14	< 0.05	MDH	*
10	6/16/15	6/26/15	< 0.05	MVTL	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
10	7/9/19	7/24/19	< 0.05	MVTL	168 hrs prior
11	6/18/19	7/3/19	2.71	MVTL	168 hrs prior
11	7/9/19	7/24/19	2.72	MVTL	168 hrs prior
11	8/6/19	8/23/19	3.07	MVTL	168 hrs prior
11	8/20/19	8/27/19	3.06	MVTL	168 hrs prior
11	9/17/19	10/3/19	2.89	MVTL	168 hrs prior
11	10/15/19	11/12/19	2.98	MVTL	168 hrs prior
11	11/19/19	12/9/19	2.84	MVTL	168 hrs prior
11	3/24/20	3/29/20	2.76	MVTL	168 hrs prior
11	4/21/20	4/24/20	2.41	MVTL	168 hrs prior
11	4/21/20	6/5/20	2.40	MDH	
11	6/23/20	6/26/20	2.58	MVTL	168 hrs prior
11	7/21/20	7/23/20	2.86	MVTL	168 hrs prior
11	8/18/20	8/20/20	2.47	MVTL	168 hrs prior
11	9/15/20	9/24/20	2.78	MVTL	168 hrs prior
11	10/20/20	11/25/20	2.81	MVTL	168 hrs prior
11	11/17/20	11/25/20	2.82	MVTL	168 hrs prior
11	12/15/20	12/18/20	2.41	MVTL	168 hrs prior
11	1/19/21	1/25/21	2.64	MVTL	168 hrs prior
11	4/20/21	4/26/21	2.75	MVTL	168 hrs prior
11	5/17/21	5/28/21	2.80	MDH	
11	5/18/21	5/28/21	2.78	MVTL	168 hrs prior
11	6/15/21	6/29/21	2.48	MVTL	168 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	168 hrs prior
12	9/9/19	10/3/19	0.65	MVTL	168 hrs prior
12	12/10/19	12/19/19	0.74	MVTL	168 hrs prior
12	3/10/20	3/19/20	0.73	MVTL	168 hrs prior
12	6/9/20	6/12/20	0.62	MVTL	168 hrs prior
12	9/8/20	11/25/20	0.63	MVTL	168 hrs prior
12	12/8/20	12/28/20	0.69	MVTL	168 hrs prior
12	3/9/21	3/23/21	0.60	MVTL	168 hrs prior
12	6/1/21	6/7/21	0.57	MVTL	
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
13	9/3/19	10/3/19	1.01	MVTL	168 hrs prior
13	12/3/19	12/13/19	1.00	MVTL	168 hrs prior
13	3/3/20	3/19/20	1.08	MVTL	168 hrs prior
13	6/2/20	6/5/20	1.11	MVTL	168 hrs prior
13	9/1/20	11/25/20	1.08	MVTL	168 hrs prior
13	12/1/20	12/9/20	0.98	MVTL	168 hrs prior
13	3/2/21	3/23/21	1.02	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



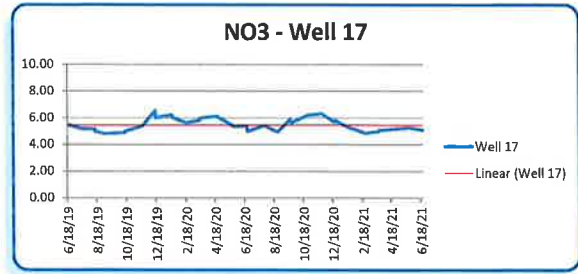
Location	Sample Collected	Results Received	Results	Lab	Run Time
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15	8/6/19	8/23/19	5.11	MVTL	168 hrs prior
15	8/20/19	8/27/19	4.81	MVTL	168 hrs prior
15	9/9/19	10/3/19	4.97	MVTL	168 hrs prior
15	10/8/19	11/12/19	5.07	MVTL	168 hrs prior
15	12/10/19	12/19/19	4.95	MVTL	168 hrs prior
15	11/12/19	12/9/19	4.93	MVTL	168 hrs prior
15	1/14/20	2/3/20	5.01	MVTL	168 hrs prior
15	2/11/20	2/21/20	5.01	MVTL	168 hrs prior
15	3/10/20	3/19/20	5.13	MVTL	168 hrs prior
15	4/14/20	4/17/20	5.05	MVTL	168 hrs prior
15	4/14/20	4/28/20	4.90	MDH	
15	5/12/20	5/15/20	5.54	MVTL	168 hrs prior
15	6/9/20	6/12/20	5.05	MVTL	168 hrs prior
15	7/14/20	7/16/20	5.04	MVTL	168 hrs prior
15	8/11/20	8/13/20	5.15	MVTL	168 hrs prior
15	9/8/20	11/25/20	5.00	MVTL	168 hrs prior
15	10/13/20	11/25/20	4.14	MVTL	168 hrs prior
15	11/10/20	11/25/20	4.72	MVTL	168 hrs prior
15	12/8/20	12/28/20	2.82	MVTL	168 hrs prior
15	1/12/21	1/14/21	4.92	MVTL	168 hrs prior
15	2/9/21	4/2/21	4.96	MVTL	
15	3/9/21	3/23/21	4.81	MVTL	168 hrs prior
15	4/13/21	4/26/21	2.79	MVTL	168 hrs prior
15	5/11/21	5/18/21	4.56	MVTL	168 hrs prior
15	5/11/21	5/24/21	4.40	MDH	
15	6/1/21	6/7/21	4.95	MVTL	168 hrs prior



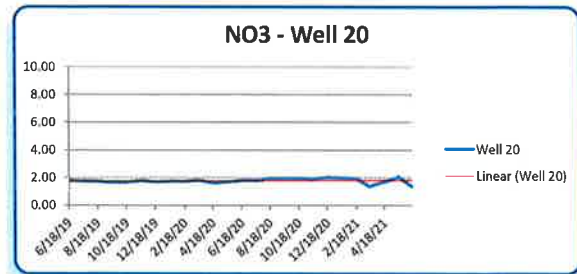
16	6/18/19	7/3/19	4.64	MVTL	168 hrs prior
16	6/18/19	7/11/19	4.70	MDH	
16	7/16/19	7/24/19	4.40	MVTL	168 hrs prior
16	8/20/19	8/27/19	4.08	MVTL	168 hrs prior
16	8/20/19	12/9/19	4.10	MDH	
16	11/12/19	1/23/20	4.30	MDH	
16	11/19/19	12/9/19	4.04	MVTL	168 hrs prior
16	11/20/19	12/26/19	4.20	MDH	
16	12/16/19	1/23/20	4.20	MDH	
16	12/17/19	12/26/19	3.99	MVTL	168 hrs prior
16	1/20/20	3/24/20	4.20	MDH	
16	1/21/20	2/3/20	4.05	MVTL	168 hrs prior
16	2/18/20	3/19/20	3.95	MVTL	168 hrs prior
16	3/17/20	3/24/20	4.14	MVTL	168 hrs prior
16	3/16/20	3/26/20	4.10	MDH	
16	4/21/20	4/24/20	4.03	MVTL	168 hrs prior
16	6/16/20	6/19/20	4.01	MVTL	168 hrs prior
16	6/15/20	7/29/20	3.90	MDH	
16	7/7/20	7/9/20	4.00	MVTL	168 hrs prior
16	8/4/20	8/6/20	3.91	MVTL	168 hrs prior
16	9/14/20	11/25/20	4.30	MDH	
16	9/15/20	9/24/20	4.05	MVTL	168 hrs prior
16	10/20/20	11/25/20	3.73	MVTL	168 hrs prior
16	11/17/20	11/25/20	4.21	MVTL	168 hrs prior
16	11/17/20	3/25/21	4.30	MDH	
16	12/14/20	1/29/21	4.20	MDH	
16	12/15/20	12/18/20	4.09	MVTL	168 hrs prior
16	5/18/21	5/28/21	4.26	MVTL	168 hrs prior
16	6/15/21	6/29/21	4.29	MVTL	168 hrs prior



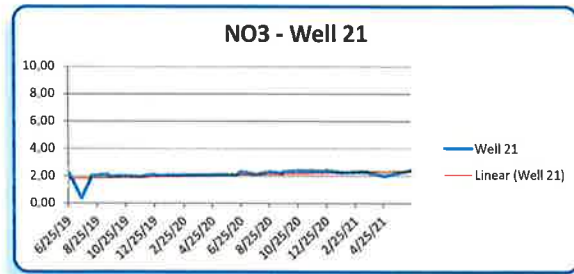
Location	Sample Collected	Results Received	Results	Lab	Run Time
17	6/18/19	7/3/19	5.50	MVTL	168 hrs prior
17	6/18/19	7/11/19	5.50	MDH	
17	7/16/19	7/24/19	5.20	MVTL	168 hrs prior
17	8/13/19	8/23/19	5.16	MVTL	168 hrs prior
17	8/13/19	12/9/19	5.00	MDH	
17	9/3/19	10/3/19	4.77	MVTL	168 hrs prior
17	9/3/19	11/12/19	4.80	MDH	
17	10/15/19	11/12/19	4.89	MVTL	168 hrs prior
17	10/15/19	12/9/19	5.00	MDH	
17	11/19/19	12/9/19	5.38	MVTL	168 hrs prior
17	12/16/19	1/23/20	6.50	MDH	
17	12/17/19	12/26/19	5.98	MVTL	168 hrs prior
17	1/20/20	3/24/20	6.20	MDH	
17	1/21/20	2/3/20	5.98	MVTL	168 hrs prior
17	2/18/20	3/19/20	5.64	MVTL	168 hrs prior
17	3/17/20	3/24/20	5.95	MVTL	168 hrs prior
17	3/16/20	3/26/20	5.80	MDH	
17	4/21/20	4/24/20	6.09	MVTL	168 hrs prior
17	5/26/20	5/29/20	5.37	MVTL	168 hrs prior
17	6/23/20	6/26/20	4.98	MVTL	168 hrs prior
17	6/22/20	7/29/20	5.40	MDH	
17	7/28/20	7/30/20	5.43	MVTL	168 hrs prior
17	8/25/20	11/25/20	4.94	MVTL	
17	9/21/20	11/25/20	5.90	MDH	
17	9/22/20	9/24/20	5.63	MVTL	168 hrs prior
17	10/27/20	11/25/20	6.17	MVTL	168 hrs prior
17	11/24/20	12/9/20	6.30	MVTL	168 hrs prior
17	12/22/20	12/28/20	5.67	MVTL	168 hrs prior
17	12/22/20	1/29/21	5.80	MDH	
17	1/25/21	3/25/21	5.20	MDH	
17	1/26/21	1/29/21	5.22	MVTL	168 hrs prior
17	2/23/21	3/23/21	4.86	MVTL	168 hrs prior
17	3/22/21	5/24/21	5.00	MDH	
17	3/23/21	3/25/21	5.07	MVTL	168 hrs prior
17	5/25/21	6/1/21	5.27	MVTL	168 hrs prior
17	6/22/21	6/29/21	5.08	MVTL	168 hrs prior



20	6/18/19	7/3/19	1.79	MVTL	168 hrs prior
20	8/20/19	8/27/19	1.72	MVTL	168 hrs prior
20	9/9/19	10/3/19	1.63	MVTL	168 hrs prior
20	10/15/19	11/12/19	1.84	MVTL	168 hrs prior
20	11/19/19	12/9/19	1.78	MVTL	168 hrs prior
20	12/17/19	12/26/19	1.67	MVTL	168 hrs prior
20	1/21/20	2/3/20	1.73	MVTL	168 hrs prior
20	2/18/20	3/19/20	1.72	MVTL	168 hrs prior
20	3/17/20	3/24/20	1.82	MVTL	168 hrs prior
20	4/21/20	4/24/20	1.59	MVTL	168 hrs prior
20	4/20/20	6/5/20	1.60	MDH	
20	6/23/20	6/26/20	1.81	MVTL	168 hrs prior
20	7/21/20	7/23/20	1.79	MVTL	168 hrs prior
20	8/18/20	8/20/20	1.92	MVTL	168 hrs prior
20	9/15/20	9/24/20	1.94	MVTL	168 hrs prior
20	10/20/20	11/25/20	1.93	MVTL	168 hrs prior
20	11/10/20	11/25/20	1.85	MVTL	168 hrs prior
20	12/15/20	12/18/20	2.01	MVTL	168 hrs prior
20	1/19/21	1/25/21	1.98	MVTL	168 hrs prior
20	2/16/21	2/19/21	1.93	MVTL	168 hrs prior
20	3/16/21	3/23/21	1.36	MVTL	168 hrs prior
20	4/20/21	4/26/21	1.74	MVTL	168 hrs prior
20	5/17/21	5/28/21	2.00	MDH	
20	5/18/21	5/28/21	2.05	MVTL	168 hrs prior
20	6/15/21	6/29/21	1.36	MVTL	168 hrs prior

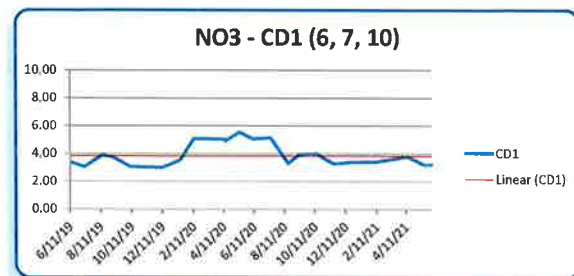


Location	Sample Collected	Results Received	Results	Lab	Run Time
21	6/25/19	7/3/19	2.11	MVTL	168 hrs prior
21	6/25/19	8/3/19	2.20	MDH	
21	7/23/19	7/29/19	0.33	MVTL	168 hrs prior
21	8/13/19	8/23/19	2.00	MVTL	168 hrs prior
21	9/17/19	11/12/19	2.10	MDH	
21	9/17/19	10/3/19	1.94	MVTL	168 hrs prior
21	10/22/19	11/12/19	1.99	MVTL	168 hrs prior
21	11/26/19	12/13/19	1.94	MVTL	168 hrs prior
21	12/23/19	1/23/20	2.10	MDH	
21	12/26/19	1/23/20	2.04	MVTL	168 hrs prior
21	6/16/20	6/19/20	2.08	MVTL	168 hrs prior
21	6/16/20	7/29/20	2.10	MDH	
21	6/24/20	7/9/20	2.30	MDH	
21	7/28/20	7/30/20	2.10	MVTL	168 hrs prior
21	8/25/20	11/25/20	2.30	MVTL	168 hrs prior
21	9/21/20	11/25/20	2.20	MDH	
21	9/22/20	9/24/20	2.30	MVTL	168 hrs prior
21	10/27/20	11/25/20	2.38	MVTL	168 hrs prior
21	11/24/20	12/9/20	2.37	MVTL	168 hrs prior
21	12/22/20	12/28/20	2.35	MVTL	168 hrs prior
21	12/22/20	1/29/21	2.40	MDH	
21	1/26/21	1/29/21	2.24	MVTL	168 hrs prior
21	2/23/21	3/23/21	2.28	MVTL	168 hrs prior
21	3/23/21	3/25/21	2.24	MVTL	168 hrs prior
21	3/22/21	5/24/21	2.30	MDH	
21	4/27/21	5/12/21	1.97	MVTL	168 hrs prior
21	5/25/21	6/1/21	2.22	MVTL	168 hrs prior
21	5/24/21	6/15/21	2.20	MDH	
21	6/22/21	6/29/21	2.39	MVTL	168 hrs prior



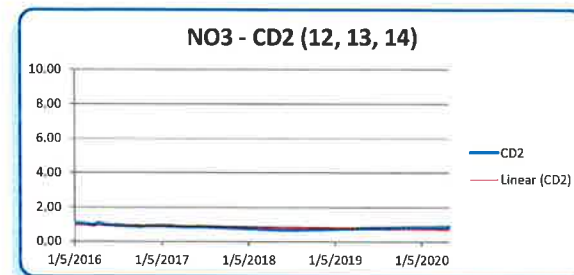
Combined Discharge - Wells 6-7-10

Location	Sample Collected	Results Received	Results	Lab	Run Time
CD 1	6/11/19	6/21/19	3.37	MVTL	168 hrs prior
CD 1	7/9/19	7/24/19	3.04	MVTL	168 hrs prior
CD 1	8/13/19	8/23/19	3.89	MVTL	168 hrs prior
CD 1	9/3/19	10/3/19	3.74	MVTL	168 hrs prior
CD 1	10/8/19	11/12/19	3.02	MVTL	168 hrs prior
CD 1	12/10/19	12/19/19	2.96	MVTL	168 hrs prior
CD 1	11/12/19	12/9/19	3.00	MVTL	168 hrs prior
CD 1	1/14/20	2/3/20	3.51	MVTL	168 hrs prior
CD 1	2/11/20	2/21/20	5.05	MVTL	168 hrs prior
CD 1	4/14/20	4/17/20	5.03	MVTL	168 hrs prior
CD 1	4/14/20	4/29/20	4.90	MDH	
CD 1	5/12/20	5/15/20	5.52	MVTL	168 hrs prior
CD 1	6/9/20	6/12/20	5.04	MVTL	168 hrs prior
CD 1	7/14/20	7/16/20	5.12	MVTL	168 hrs prior
CD 1	8/18/20	8/20/20	3.29	MVTL	168 hrs prior
CD 1	9/8/20	11/25/20	3.90	MVTL	168 hrs prior
CD 1	10/13/20	11/25/20	3.99	MVTL	168 hrs prior
CD 1	11/17/20	11/25/20	3.26	MVTL	168 hrs prior
CD 1	12/22/20	12/28/20	3.38	MVTL	168 hrs prior
CD 1	2/9/21	4/2/21	3.39	MVTL	168 hrs prior
CD 1	4/13/21	4/26/21	3.80	MVTL	168 hrs prior
CD 1	5/17/21	5/28/21	3.20	MDH	
CD 1	6/1/21	6/7/21	3.20	MVTL	168 hrs prior



Combined Discharge - Wells 12-13-14

Location	Sample Collected	Results Received	Results	Lab	Run Time
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	7/19/2018	0.67	MDH	528 hrs prior
CD 2	4/16/2019	5/1/2019	0.78	MDH	165 hrs prior
CD 2	4/27/2020	6/5/2020	0.86	MDH	165 hrs prior





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

TO: Greg Drent, General Manager 

FROM: Lon R. Schemel, Water Superintendent 

SUBJECT: **Private Hydrant Project**

DATE: June 30, 2021

The attached letter has been sent to the affected businesses informing them of the requirements for the painting and maintenance of their private fire hydrants. This letter is the product of over a year's effort between the Shakopee Fire Department and the SPU water department.

Two things needed to be done: Hydrants had to be easily identified as being private and the business had to be aware of their responsibility to properly maintain their hydrant(s). Shakopee Fire will be collecting and maintaining the inspection records going forward to ensure the proper operation of these hydrants.

What are private fire hydrants? A hydrant is considered private when the Shakopee Fire Department requires a business to have additional hydrant coverage AND the hydrant(s) are on the business's water service line. Like the City with its sanitary sewer laterals, SPU does not maintain private water services or attached appurtenances.



June 28, 2021

«Facility_Name»
«Billing_Address»
«STREET»
«CITY_» «STATE» «ZIP»

Re: «Facility_Name»
«Address»
«CITY_ST_MN»

Dear Property Manager,

In the Spring of 2021, Shakopee Public Utilities, along with the Shakopee Fire Department, identified properties within the City of Shakopee that have privately owned fire hydrants. The records indicate that you have a total of «Number_of_Hydrants» fire hydrant(s) which is/are owned by you on your property.

The Minnesota State Fire Code Section 507.5.3 requires private fire hydrants to be inspected and flow tested annually. The inspection and flow testing must be completed by an approved contractor. All compliant & non-compliant fire protection systems test reports are required to be sent to the Shakopee Fire Department electronically by the contractor via The Compliance Engine's online system at www.thecomplianceengine.com

Included is an informational sheet that helps you identify the private hydrants on your property, as well as what the property owner needs to do to identify the hydrant as being privately owned.

Please feel free to contact Shakopee Fire Department at 952-233-9575 or Shakopee Public Utilities at 952-233-1528 with any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads "Tom Pitschneider".

Tom Pitschneider
Shakopee Fire Department
Fire Marshal

A handwritten signature in black ink that reads "Tony Myers".

Tony Myers
Shakopee Public Utilities
Senior Water Operator



Public Fire Hydrant

Private Fire Hydrant

Private Water System Hydrant

A Public Fire Hydrant (green top-yellow barrel) is a hydrant located on public water main, supplied with water from the municipal water system, and is maintained by Shakopee Public Utilities.

A Private Fire Hydrant (green top with a white front cap and yellow barrel) is a hydrant the is supplied with water from the municipal water system, that is located on the private service line or was installed to specifically serve a specific property or building and shall be maintained by the property owner.

A Private Water System Hydrant (Red top and Red barrel) is a hydrant that is supplied with water by a private water system and is not connected to or supplied by the municipal water system. These hydrants shall be maintained by the owner of the private water system.

How do I Identify a Private Hydrant on my Property?

In the Spring of 2021, Shakopee Public Utilities went out and identified private hydrants that are on the municipal water system. These hydrants can be identified by a white "P" on the front cap of the hydrant and/or locator's ribbon on the front chain. Please note, you may have more than one fire hydrant on your property, if you have multiple fire hydrants and there is no identifiable "P" on the cap, that particular hydrant is considered a Public Fire Hydrant.



SPU identified Private Hydrant with white "P" and locator ribbon

What do I do if I have a Private Fire Hydrant(s) on my property?

If you have a private fire hydrant on your property, it is the responsibility of the property owner to have the hydrant(s) tested, maintained, flowed, and repaired annually to ensure the fire hydrant is operational. It is also the responsibility of the property owner to paint the hydrant to identify it as private. If the private hydrant is currently green top and yellow barrel, the front cap shall be painted bright white to identify it as private (if the hydrant does not have a large front cap and only 2 smaller caps, the 2 smaller caps shall be painted white). If the hydrant is currently red, the hydrant shall be painted with a green top, a white front cap, and a yellow barrel. All painting of private fire hydrants is the responsibility of the property owner. Hydrants shall be painted with bright yellow (Waterous # M 4106) enamel barrel with a green top (Waterous # M 4105). The front 4.5" cap or if the hydrant only has (2) 2.5" nozzles and no 4.5" front cap, shall be painted Bright White (Waterous # M 4109).

Who can I call to have the annual Private Fire Hydrant Inspection completed?

Private Fire Hydrants shall be maintained by a competent person, at least annually, that is familiar with Fire Hydrant operation and maintenance. You can contact a fire sprinkler contractor and they should be able to assist you in the inspections. Shakopee Public Utilities will conduct the annual inspection for a fee of \$40.00 per hydrant, not including any repairs that have to be completed. Listed below are that can be contacted for private hydrant services. Please note, Shakopee Public Utilities does not endorse the use of any contractor for any services, this list is provided strictly for convenience.

Contractors providing Private Hydrant Inspections

- Escape Fire Protection: 651-771-8874
- Summit Fire Protection: 651-251-1856
- Viking Automatic Sprinkler Co.:651-558-3300

Contractors providing Hydrant Inspections and Repairs

- Fobbe Contracting: 320-267-0841
- Prevailing Water, LLC: 651-307-3214 (inspects all brands of hydrants; repairs only Waterous brand)
- Valley Rich Co. Inc.: 952-448-3002

What if I have a Private Water System with Hydrants?

Private water systems are not supplied by the municipal water system but are supplied with water from private wells. It shall be the responsibility of the system owner to have the hydrants inspected annually by a competent person, familiar with fire hydrant operation and maintenance. All hydrants on private water systems shall be painted so that the entire hydrant, top, and barrel, are red. Shakopee Public Utilities does not and will not inspect fire hydrants supplied by private water systems.

Where can I buy the correct paint colors to paint my hydrants?

You can purchase the correct color Hydrant paint, using the following Waterous paint codes (Yellow M 4106, Green M 4105, White M 4109, Red M 4104), from the following vendors. Shakopee Public Utilities does not sell paint for fire hydrants.

1. Gallon cans of paint can be purchased from Sheboygan Paint Company-920-458-2157
2. Spray cans of paint can be purchased from Ferguson Water Works-651-286-2334



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July 1, 2021

TO: Greg Drent, General Manager *GD*
FROM: Sharon Walsh, Director of Customer Relations and Marketing *SNW*
SUBJECT: Proposed Featured Topics for Rhythm on the Rails

Overview

SPU will be an Encore-level sponsor at Shakopee's Rhythm on the Rails. Rhythm on the Rails is a well-attended, 5-week, free outdoor concert event in the heart of downtown Shakopee. An anticipated 5,000 attendees per week is projected. This provides a great opportunity for SPU to engage and interact with our customers.

The goal is to have two-way conversations with our customers at our highly-visible, customized tent so we can both educate and learn, and then use these exchanges to continually improve our relationship with the public and enhance our services or communications to them. The following outlines the featured topics for each of the five weeks.

July 14th – Water Quality and Treatment – conduct a short water survey with a give-away for completing the survey.

July 21st – Conservation – provide information on our rebate program, HER's, discuss high-bill season. A small theme-oriented give-away will be handed out.

July 28th – Electronic Services – Website/eBill/ACH – share benefits and information about our online features – ease and convenience. A small theme-oriented give-away will be handed out.

August 4th – Electricity – benefits of having a local provider, reliability, expansion, what's coming. A small theme-oriented give-away will be handed out.

August 11th – Renewable Energy/EV Charging – discussions on what the future holds for renewable energy, our role in that and what customers can expect in the near future. A small theme-oriented give-away will be handed out.

Action Required

No further action is required at this time.



RESOLUTION #2021-12

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

WHISPERING WATERS 1ST ADDITION

Lots 1 – 15, Block 1; Lots 1 – 2, Block 2; Lots 1 – 11; Block 3; Lots 1-16, Block 4; Lots 1 – 5, Block 5; Lots 1- 7, Block 6; Lots 1- 8 Block 7; Lot 1 – 10, Block 8; and Portions of Outlot A & B

WHEREAS, a request has been received for City water service to be made available to certain property, and

WHEREAS, the collection of the Trunk Water Charge is one of the standard requirements before City water service is newly made available to an area, and

WHEREAS, the standard rate to be applied for the Trunk Water Charge has been set by separate Resolution,

NOW THEREFORE, BE IT RESOLVED, that the amount of the Trunk Water Charge is determined to be \$122,470.74 based on 26.27 net acres, and that collection of the Trunk Water Charge is one of the requirements to be completed prior to City water service being made available to that certain property described as:

Lots 1 – 15, Block 1; Lots 1 – 2, Block 2; Lots 1 – 11; Block 3; Lots 1-16, Block 4; Lots 1 – 5, Block 5; Lots 1- 7, Block 6; Lots 1- 8 Block 7; Lot 1 – 10, Block 8; and Portions of Outlot A & B

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 6th day of July, 2021.

Commission President: Kathi Mocol

ATTEST:

Commission Secretary: Greg Drent

RESOLUTION #2021-13

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

WHISPERING WATERS 1st ADDITION

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED, that the total amount of the oversizing to be paid by the Shakopee Public Utilities Commission is approved in the amount of approximately \$20,000.00, and

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

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

Passed in regular session of the Shakopee Public Utilities Commission, this 6th day of July, 2021.

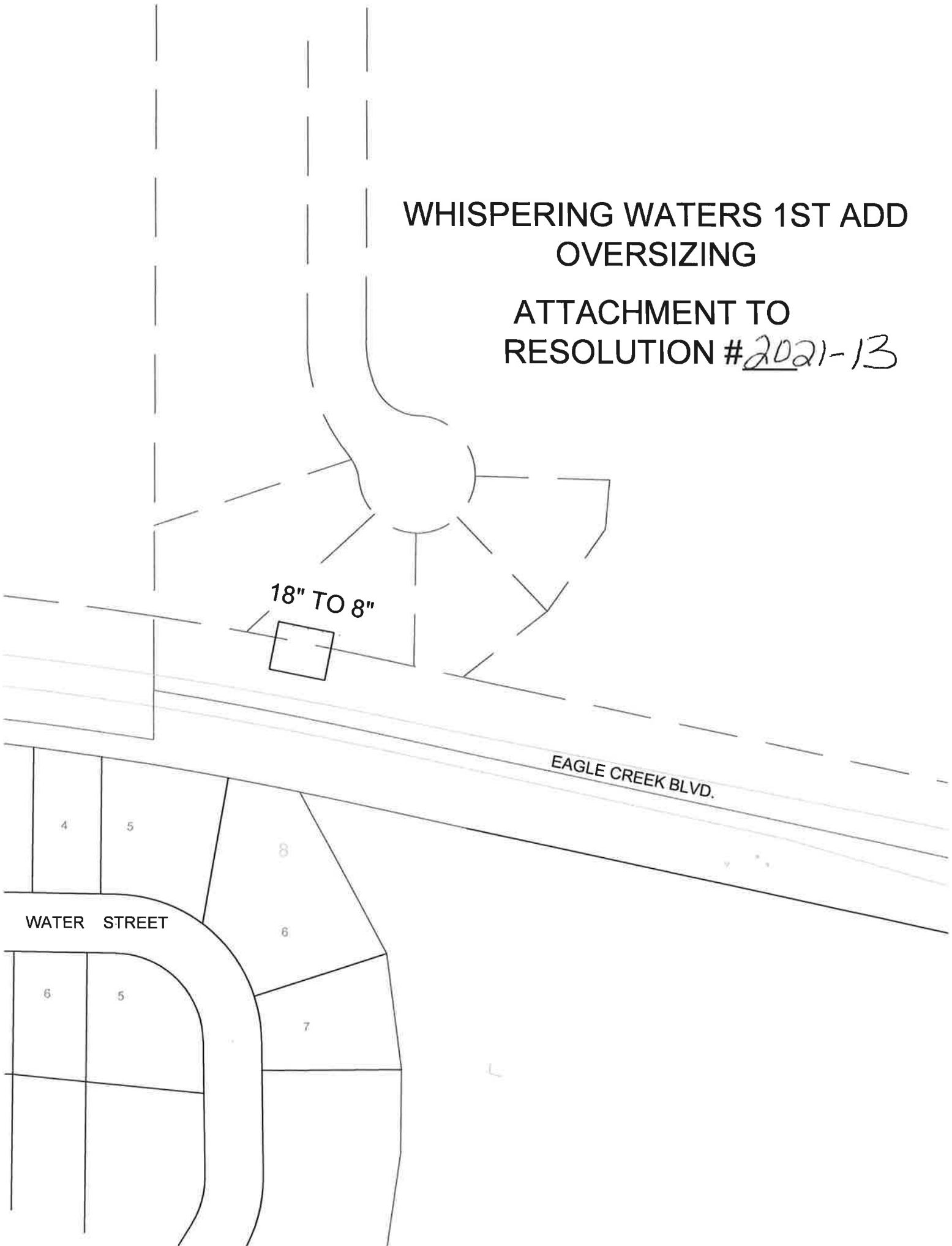
Commission President: Kathi Mocol

ATTEST:

Commission Secretary: Greg Drent

WHISPERING WATERS 1ST ADD
OVERSIZING

ATTACHMENT TO
RESOLUTION # 2021-13





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

TO: Greg Drent, General Manager *GD*
FROM: Joseph D. Adams, Planning & Engineering Director *JDA*
SUBJECT: Scott Street Water Main Crossing of UPRR Tracks
DATE: July 1, 2021

ISSUE

Union Pacific Rail Road (UPRR) is no longer requiring SPU to enter into an agreement for the water main crossing of their main track along 2nd Avenue at Scott Street.

BACKGROUND

The 2021 Street Reconstruction Project includes replacing a block of 4-inch diameter water main from 1st Avenue to 2nd Avenue along Scott Street with 8-inch diameter pipe. This project will include the water main crossing under the UPRR main track in a casing pipe lying just north of 2nd Avenue in the city's right of way. UPRR does not enjoy its own right of way in this area due to the original Shakopee plat pre dating the rail road.

DISCUSSION

Thanks to strong support from city engineering staff, UPRR has dropped their requirement for an agreement and the city contractor is scheduling their work and coordinating with Rail Pros for flagging services.

REQUESTED ACTION

This is an information item and no Commission action is necessary.



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TO: Greg Drent, General Manager *GD*

FROM: Joseph D. Adams, Planning & Engineering Director *JDA*

SUBJECT: CR 83 County Project 83-24 and SPU 18-inch Water Main Replacement

DATE: July 1, 2021

ISSUE

Staff seeks direction from the Commission to prudently manage the public funds involved in the water main portion of this project and to allow the timely progress of the County's work. Staff recommends granting the General Manager the discretion to seek an amicable resolution, but, if necessary, to terminate the Construction Cooperative Agreement with the County.

BACKGROUND

As noted in last month's staff report, SPU and Scott County are parties to a Construction Cooperative Agreement dated December 1, 2020. The project includes replacing the 18-inch water main along the majority of the 1.1-mile stretch of county highway being reconstructed. The bid responses were significantly over the County's consulting engineer's estimate. The responses were particularly high on water main components (\$2,026,006 vs. the engineer's estimated construction cost of \$938,330 - a difference of \$1,087,676). In addition, the costs for water main removal alone accounted for over \$500,000 of the cost overage on the water main portion of the project. County staff expects to release a bid for this project by the end of September.

Per direction from the last Commission meeting, staff informed Scott County staff that SPU desired more direct control over the water main costs portion of the project. It proposed having the water main work be a separate bid tab, which the Commission would accept or reject. SPU proposed assuming any costs related to these changes in the bid documents. Scott County staff rejected this approach as too complex to set up and for bidders to price.

Given the above response, staff notified Scott County staff that SPU would prefer to revisit the project scope. Rather than replace the 1.1 miles of the water main, SPU would prefer to perform the minimal necessary adjustments to the existing water main (e.g. gate valves, fire hydrants, added stubs) and leave the existing pipe mostly in place. The water main is approximately 47 years old, less than one-half of the typical useful life of 100 years. Staff is not aware of any breaks in this water main. From staff's perspective, if breaks were to occur in the future, the costs of repair are expected to be well below the replacement costs in the recent bid responses. In addition, in



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reviewing project materials, throughout the planning process for this project, it was left to SPU to decide whether to relocate the water main or retain it in place.

DISCUSSION

As of the date of this memo, Scott County staff has expressed reluctance to modify the initial plans of replacing the water main. Their stated policy is to require all utilities to relocate out from under travel lanes with new projects to minimize the disruptions to the traveling public should repair or maintenance be required. Scott County is exploring its authority to order the Commission to relocate the water main. Staff understands that the City's existing sewer line is planned to remain in place under the travel lane of CR 83. It is unclear why County staff is taking a different position as to the existing water main.

In response to the County's request, staff supplied Scott County with easement documents that show a 17-foot easement was granted by various property owners back in the 1970's to allow utilities such as the overhead electric lines to be constructed adjacent to the then 33 foot from center line county right of way. Those easements allow for other than electric utilities to be installed within the easements. Plan sheets from that era show that sections of the existing 18-inch water main were subsequently installed in a trench partly within county right of way and partly within the utilities easement with the centerline of the water main located nominally 30 feet west of the road right of way centerline, in other words 3 feet inside the then county right of way. Subsequently, the county right of way expanded from 33 feet to 50 feet west of the centerline effectively overlapping the 17-foot utilities easement. With the current project Scott County is obtaining even more right of way to accommodate all of the planned improvements.

Staff is awaiting further response from Scott County.

RECOMMENDATION

Staff believes that SPU has proposed two options to allow the project to proceed. Staff would prefer to mutually agree upon a solution with Scott County staff. But staff is mindful of timing issues with the upcoming bid and does not want to create issues for the County's project to proceed. To preserve options that maximize cost efficiencies of public funds, staff recommends continuing to seek an amicable resolution, but, if necessary, terminating the Construction Cooperative Agreement so that the bid may proceed without the water main component.

REQUESTED ACTION

Staff requests that the Commission authorize the General Manager:

- (1) To pursue revising the project scope to keep the water main in place or seeking an amicable resolution with County staff; and
- (2) If these efforts are unsuccessful, then the General Manager is authorized to provide notice to Scott County that SPU is terminating the Construction Cooperative Agreement.

MCGRANN SHEA CARNIVAL STRAUGHN & LAMB, CHARTERED

MEMORANDUM

To: Shakopee Public Utilities Commissioners

From: Kaela Brennan

Date: July 1, 2021

Re: General Manager Employment Agreement

Background

As you know, the Commission authorized extending an offer to Greg Drent as General Manager and negotiating an employment agreement. I have worked with President Mocol and Mr. Drent to prepare the enclosed draft agreement, subject to review and approval by the Commission.

I note that SPU is in the process of revising some items that are related to this agreement, including the job description for the General Manager and the employee handbook. The agreement notes these revisions. In addition, I note that Minnesota Statutes govern compensation under these circumstances, including Minnesota Statutes Section 43A.17 (salary cap) and Section 465.722 (maximum severance payment for highly compensated employees of a political subdivision). Because it is difficult to predict how circumstances may unfold during the life of the contract and what, if any, future payments may arise, the agreement is phrased as subject to these statutory provisions.

The State has reported the 2021 compensation limit (110% of the Governor's salary, adjusted by CPI index) under Section 43A.17 to be \$180,927. The chart below summarizes the expected compensation under the proposed agreement for 2021.

Compensation for General Manager*	2021
Base Pay	170,000
Car Allowance	3,600
SPU-Provided Deferred Compensation	2,000
Total Compensation	\$175,600
Salary Cap	\$180,927

* For ease of reference, all numbers are listed on an annual basis. Actual compensation will be pro-rated from the effective date of the employment agreement.

SPU Commissioners
July 1, 2021
Page 2

Please feel free to contact me if you have any questions
(kmb@mcgrannshea.com).

Recommendation

The Commission review and, if acceptable, approve the General Manager
Employment Agreement presented.

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement"), dated _____, 2021 (the "Effective Date") between the Shakopee Public Utilities Commission (the "Commission") and Greg Drent.

RECITALS

WHEREAS, the Commission desires to retain the services of a general manager of Shakopee Public Utilities ("SPU") and Mr. Drent ("General Manager") desires to assume such position; and

WHEREAS, the Commission and the General Manager have, at arm's length, negotiated certain terms and conditions regarding the General Manager's relationship with the Commission and SPU and desire to enter into this Agreement embodying such terms and conditions.

NOW, THEREFORE, in consideration of the foregoing premises and the respective agreements of the Commission and the General Manager set forth below, the Commission and the General Manager intending to be legally bound, agree as follows:

1. Employment. Subject to all terms and conditions hereof, the Commission hereby employs the General Manager and the General Manager shall serve the Commission and perform professional services for the Commission.
2. Position and Duties.
 - a. Position. During the term of the Agreement, the General Manager shall serve as the General Manager of SPU and shall perform such duties and responsibilities encompassed in a job description, and such duties and responsibilities as the Commission may assign from time to time. This job description is being revised and the agreed-upon document shall be attached as Exhibit A.
 - b. Performance of Duties and Responsibilities. The General Manager shall serve the Commission faithfully and to the best of his ability and shall devote his full time, attention, and efforts to the business of the Commission during his employment. The General Manager shall report to the Commission. During this Agreement, the General Manager shall not accept other employment or engage in other material business activity, except as approved in writing by the Commission.
3. Term. The General Manager is an employee at will who serves at the pleasure of the Commission. Notwithstanding this employment status, and subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on the Effective Date, and shall terminate two years thereafter, on the second anniversary of the Effective Date. Thereafter, this Agreement shall automatically renew for additional

one-year periods, absent written cancellation notice to the General Manager given not less than 90 days before the end of the contract period or any renewal period.

4. Compensation. While the General Manager is employed by the Commission hereunder, The Commission shall pay the General Manager an annual base salary of \$170,000 in calendar year 2021, less deductions and withholdings, prorated to account for the General Manager's start date. The salary shall be paid in accordance with the Commission's normal payroll policies and procedures. Each year of the General Manager's employment hereunder, the Commission shall review and may adjust the General Manager's salary in its sole discretion, subject to Minnesota Statutes, Section 43A.17.

5. Vacation. The General Manager shall earn four weeks of vacation per year. He may carry forward accrued, but unusual, vacation from this service from calendar year to calendar year up to a maximum of five (5) days total. Each year of the General Manager's employment hereunder, the Commission shall review and may adjust the General Manager's vacation benefits in its sole discretion.

6. Employment Benefits. Except as otherwise specified in this Agreement, the General Manager shall receive employee benefits provided to other SPU employees, including, but not limited to individual or dependent health care insurance, individual or dependent dental insurance, worker's compensation insurance, disability insurance, life insurance, retirement, deferred compensation 457(b), paid holidays, and Paid Time Off (PTO), as defined and regulated in the Employee Handbook, as may be amended from time to time by the Commission.

7. Automobile. While the General Manager is employed hereunder, the Commission shall pay \$300 per month as automobile allowance for the use of the General Manager's privately-owned automobile.

8. Classification. The position of General Manager is classified as exempt and reports to the Commission.

9. Performance Review. The General Manager shall receive an annual performance review.

10. Working Facilities; Equipment. The General Manager shall be furnished with an office, computer, cell phone, and such other facilities and services suitable to the General Manager's position and adequate for the performance of the General Manager's duties. The General Manager's use of this equipment shall be primarily for work-related purposes, and shall follow SPU computer and technology use policies. The General Manager shall be responsible for any cell phone charges incurred outside of the scope of SPU business, including any charges for personal international calls.

11. Expenses. The General Manager is authorized to incur reasonable and necessary out-of-pocket expenses in the performance of the duties and responsibilities hereunder,

subject to the Commission's normal policies and procedures for expense verification and documentation.

12. Professional Development. The parties shall mutually agree upon the General Manager's attendance at professional conferences, dues for professional and civic organizations, professional licensing and on-going education or certification license fees, and similar items to assist in the professional development of the General Manager and in acting on behalf of SPU. The Commission shall pay for or reimburse the General Manager for such authorized expenses. The Commission encourages the General Manager to further educational opportunities and encourages him to present tuition payment or reimbursement options for Commission review and approval.

13. Termination by the Commission. The Commission may terminate the General Manager's employment at any time, without cause, by giving written notice to the General Manager. If the Commission terminates the General Manager's appointment without cause, the Commission shall pay the General Manager, at the time of termination, an amount equal to six (6) months of the General Manager's current annual salary at the time of termination, and accumulated vacation, accumulated sick leave, and accumulated sick leave liquidated to cover the cost of group term insurance under Section 471.61, all subject to Minnesota Statutes §§ 465.722, 43A.17. If the General Manager is terminated for cause, then the General Manager shall not be entitled to termination pay described in this section.

14. Resignation. The General Manager may resign before the expiration of the term of this Agreement only upon providing ninety (90) days' advance written notice to the Commission. In that event, the General Manager shall, in good faith, use best efforts to aid, cooperate with, and assist the Commission in its transition effort in appointing and employment of a new or interim general manager. In the event of a resignation, the General Manager shall be paid only up to the effective date of the resignation and shall not receive the payment described under Section 13.

15. Accumulated Sick Leave. If separated for retirement, layoff, or resignation, the General Manager shall receive a pay out of the accumulated but unused sick leave according the following schedule, subject to Minnesota Statutes §§ 43A.17, 465.722, and any applicable tax requirements.

Years of continuous Service Completed	Percentage of Accrued Sick Leave Paid-out
0-4 Years	0%
5-14 Years	45%
15 Years	55%
16 Years	57%
17 Years	59%
18 Years	61%
19 Years	63%
20 Years	65%
21 Years	67%

22 Years	69%
23 Years	71%
24 Years	73%
25 Years	75%

The General Manager's anniversary date is used to compute years of service with SPU. If permitted, a percentage of this lump sum payment may be deposited into the employee's Post Employment Health Care Savings Plan. If a subsequent SPU Employee Handbook provides a schedule for accumulated sick leave, then that schedule shall control.

16. Employment Subject to Minnesota Laws. The terms of the General Manager's employment comport with and are subject to the laws of the State of Minnesota. In the event that this Agreement conflicts with the laws of Minnesota, as may be amended by the Legislature, the affected term(s) shall be amended to comply with State law.

17. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and personally delivered or mailed by registered or certified mail, return receipt requested, to the General Manager's residence in the case of the General Manager or to its principal office in the case of Commission. Such notice shall be effective upon delivery to the U.S. post office, postage and fees prepaid.

18. Assignment. The rights and obligations of Commission under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Commission.

19. Terminology. Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the General Manager's employment with the Commission and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties; there are no warranties, representations, or agreements among the parties in connection with the subject matter hereof, except as set forth herein.

21. Amendments. No supplement, modification, or amendment of this Agreement or any of its provisions shall be binding unless made in writing and signed by the parties.

22. Waiver. No term or condition of this Agreement shall be deemed to have been waived, except by a statement in writing signed by the party against whom enforcement of the waiver is sought. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, and no such waiver shall constitute a continuing waiver unless otherwise expressly stated.

23. Governing Law. This Agreement shall be construed and enforced pursuant to the laws of the State of Minnesota.

24. Severability. The terms of this Agreement are severable such that if any terms or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

25. Counterparts. This Agreement may be executed in any number of counterparts, any one of which shall be deemed to be an original, but all of which shall constitute but one and the same instrument.

26. Headings. Section headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SHAKOPEE PUBLIC UTILITIES COMMISSION

By: _____
Kathi Mocol
Its: President

By: _____
Kayden Fox
Its: Vice President

Greg Drent

EXHIBIT A

POSITION DESCRIPTION: GENERAL MANAGER



Overview of IT Protections

Assessment performed by FRSecure



This is a high level overview of the IT protections. If more specific information is requested it may have to be shared in a closed session meeting at a later date. Specific details of hardware and software protection products can not be shared publicly.

Bob Romansky - Information Technology Coordinator

How exactly was this done?

- **Administrative security controls** - A comprehensive and objective review of all documentation, processes, and practices used in the management and governance of information security at your organization. FRSecure's analyst will use the controls found in ISO 27002 for comparison, gap analysis, and risk rating.
- **Physical security controls** - A review of physical security controls and associated risks. Focus for the Phase 2 of the assessment will be on where critical information resources are physically located.
- **Internal network security** - Identification of significant vulnerabilities that pose a risk of unauthorized information disclosure, alteration, and/or destruction within the internal network of the organization (behind the firewall). This includes both an in-depth review of network architecture and practices as well as internal vulnerability scanning. FRSecure analyst tried to hack our systems from inside our network.
- **External network security** - Identification of significant vulnerabilities that pose a risk of unauthorized information disclosure, alteration, and/or destruction through publicly accessible (internet-facing) information resources. This includes a summation of information about your organization published on the internet as well as vulnerability scanning of external ports. FRSecure analyst tried to hack our systems from outside our network.

SPU Internal Systems

- We have a high availability pair of firewalls for redundancy & security protection. Our firewall provides AntiVirus, Web Filtering, Application control, Intrusion Prevention & Web Application firewall protections. VPN (Virtual Private Network) connectivity for both SPU users & select vendors that is tightly monitored & secure. All alerts are emailed to the SPU IT department.
- Our email SPAM filter is a cloud based solution with encryption, SPAM filtering & AntiVirus scanning of all email before it is delivered to our mail server.
- We have AntiVirus protection for all SPU Windows PCs & Microsoft data servers. We protect our computers from ransomware, intrusion protection, malware and viruses. All system clients are automatically monitored & updated via a management server. All alerts are emailed to the SPU IT department.
- Microsoft security with Group Policy lockdown on all users & systems.

Electric & Water SCADA Systems

- Both Electric & Water SCADA systems are isolated from the SPU network on their own private network. Internet access is blocked from these systems. Security was verified by FRSecure.
- We have AntiVirus protection for all SCADA Windows PCs & SCADA Microsoft data servers. We protect our computers from ransomware, intrusion protection, malware and viruses. All system clients are automatically monitored & updated via management server.
- SCADA main systems have redundant systems.
- Internal system firewalls have strict rules & policies to limit access to data.
- Windows local group system policies strengthen the security & access control.
- SCADA machines are in a locked room with limited access.

Data Backup & Protection

- All systems are virtual machines
- Backup with Replication is used for ransomware protection & secured quality data backups.
- Data backups include local short term, local long term, cloud long term & cloud DR backups. SPU has multiple copies of our data spread across different systems.
- All of our virtual systems can be accessed from any location via the cloud within 24 hours if the SPU Service Center was down.
- All employee computers have built-in Wi-Fi so they can be used remotely if needed. This was proven during COVID-19 when majority of SPU employees were working remotely via VPN.



Questions?



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July 2, 2021

TO: Shakopee Public Utilities Commissioners
FROM: Greg Drent, General Manager *GD*
Subject: Tank #8 Water Tower Logo

Background:

Tank #8 in the Windermere subdivision is under construction, and SPU staff is reviewing the logo that will be placed on the water tower. Since 1966 SPU elevated storage tanks have had the Shakopee name and SPU logo on them. Please review the attached picture of elevated tanks and the printed name on the tank. If the commission is in agreement to follow past practice of SHAKOPEE and SPU logo on the elevated storage tank, then SPU staff recommends having the SHAKOPEE name facing the south entrance to the town. This would put the SPU logo on the north and south side of the tank.

Recommendation:

Review tank #8 logo, give recommendation to staff on orientation of logo and SHAKOPEE name on water tower.



130'

162 10th Ave 250 K - 1940
TANK 2 (803')



870 10th Ave 2 MG - 1966
TANK 1 (818')



803 Canterbury Rd 1.5 MG - 1980
TANK3 (770')



2065 Dominion 500 K - 2002
TANK 4 (896')



TANK 8