

AGENDA
SHAKOPEE PUBLIC UTILITIES COMMISSION
Regular Meeting
October 2, 2023
at 5:00 PM

1. **Call to Order** at 5:00pm in the SPU Service Center, 255 Sarazin Street
 - 1a) Roll Call (JK)
2. **Communications**
 - 2a) Customer Communications Received – ELWM (SW)
3. **Consent Agenda**
 - C=> 3a) Approval of September 5, 2023 Minutes (GD)
 - C=> 3b) Approval of October 2, 2023 Agenda (JK)
 - C=> 3c) October 2, 2023 Warrant List (KW)
 - C=> 3d) Monthly Water Dashboard for August 2023 (LS)
 - C=> 3e) Nitrate Results – Advisory (LS)
 - C=> 3f) MMPA September 2023 Meeting Update (GD)
 - C=> 3g) Water Capacity Charge Payment Agreement Template (KW)
 - C=> 3h) Lusignan Parel at 3650 Eagle Creek Boulevard Closing (JA)
 - C=> 3i) Notice Regarding Equivalent Lateral Watermain Connection Charge (JA)
4. **Public Comment Period.** Please step up to the table and state your name and address for the record.
5. **Liaison Report** (JD)
6. **Reports: Water Items**
 - 6a) Water System Operations Report – Verbal (LS)
7. **Reports: Electric Items**
 - 7a) Electric System Operations Report – Verbal (BC)
8. **Reports: General**
 - 8a) 2024 Wage Ranges and Benefit Planning Assumptions (KW)
 - 8b) Marketing/Key Accounts Report – Verbal (SW)
 - 8c) AMI Customer Opt-Out Policy Options (SW)
 - 8d) General Manager Report – Verbal (GD)
9. **Items for Future Agendas**
10. **Tentative Dates for Upcoming Meetings**
 - November 6, 2023
 - November 20, 2023 Workshop
 - December 4, 2023
11. **Adjournment**



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

September 27, 2023

TO: Greg Drent, General Manager

FROM: Sharon Walsh, Director of Marketing, Key Accounts and Special Projects

SUBJECT: Customer Communications Received – ELWM

A handwritten signature in blue ink, appearing to be "SW", is located to the right of the "FROM:" line.

Overview

Attached are three recent communications received from Mr. Robert Stark regarding the ELWM fee.

The first of three was received on Monday, September 25th. In this email, Mr. Stark indicated (among other things) there were a number of customers who did not receive our letter regarding the September 30th deadline for the second deed recording. In response to that information, on Tuesday, September 26th I sent a reminder email to the Hillwood Drive/Jennifer Lane customers giving them the same information as was provided in the mailed letter, and offered them the option to email the response to SPU (or deliver the response utilizing our 24/7 drop box) to ensure we had their responses by the September 30th deadline. I also indicated no further action was required by them if they did not oppose the second recording. (This email can also be viewed in the attached.)

Mr. Stark's second communication was his response to this email on the evening of Tuesday, September 26th, requesting I read his email from the 25th.

A third communication was an additional response to this same email that was received today, September 27th, specifically addressing the removal of the original recording.

NOTE: Information regarding the second recording process and a September 30th deadline was also previously communicated in an email to the group on August 14th, following the August 7 Commission Meeting.

Action Requested

Staff is sharing this customer communication for Commission awareness and discussion as the Commission deems appropriate. No requested action by staff.

Walsh, Sharon

From: bwstark1@comcast.net
Sent: Monday, September 25, 2023 3:05 PM
To: Walsh, Sharon
Cc: Drent, Greg
Subject: RE: Follow Up ELWM Discussion

Sharon,

It goes without saying the disappointment we have with SPUC. As you know, we had a separate meeting where the commissioners and others from SPU indicated they wanted to improve communications and be flexible around this unfortunate situation, especially as it pertains to the recording of the charges against our property deeds since that had never been done previously to any other landowners. We had specific conversations there would be two separate scenarios regarding the accrual and waiver of interest. First, there would be a delay of 2-3 years prior to any interest accruing, and second, there would be a payment plan allowing interest to be waived if the fee is paid prior to a predetermined date in the future. Unfortunately, only the latter was considered.

More importantly, and I speak for all Hillwood Estate property owners, we are extremely upset and disappointed you are not terminating the previously recorded resolutions. As indicated, we contacted the Scott County Land Records Office to seek knowledge about vacating resolutions and deeds. As we are under resolutions and not liens against our properties, they stated that SPUC could easily "Terminate the Resolutions". As you may recall, when we first mentioned this filing back in the spring no commissioner was even aware the recording had taken place and questioned how we knew it had been recorded in the first place. It was not until we produced a copy of the actual filing the commissioners believed it was recorded back in 2018. We were told repeatedly at that time that it was not SPU's practice to record these types of charges against property deeds nor was it the practice to do such going forward.

As such, we would like a better explanation, before proceeding legally, why SPU is electing not to terminate these filing or recordings, especially since it was never done in the past nor will be done in the future. Precedence has been clearly set on this matter. Furthermore, terminating the filing will not negate the charge. As previously indicated by SPU, all other similar charges are monitored and tracked via a separate spreadsheet and process and not recorded against a property owners deed. As such, the charges would not be negated as claimed. Rather, these charges would be tracked like all other similar charges for all other property owners. We strongly feel we are being treated unfairly and differently than all other property owners and will continue to cite precedent in that manner.

Please let us know why we are being treated differently from all others in the past and all other in the future as it pertains to these charges and how they are being monitored and tracked.

Lastly, there are a number of us who did not receive the first-class letter you referenced.

Thank you.

Bob

From: Walsh, Sharon <swalsh@shakopeeutilities.com>
Sent: Tuesday, September 12, 2023 2:28 PM
To: bwstark1@comcast.net
Cc: Drent, Greg <gdrent@shakopeeutilities.com>
Subject: RE: Follow Up ELWM Discussion

Hello Bob,

Walsh, Sharon

From: Bob And Wendy Stark <bwstark1@comcast.net>
Sent: Tuesday, September 26, 2023 6:35 PM
To: Walsh, Sharon
Subject: Re: Follow Up ELWM Discussion

Sharon

Please see my email from yesterday. Thanks!

Bob

On Sep 26, 2023, at 5:13 PM, Walsh, Sharon <swalsh@shakopeeutilities.com> wrote:

Good afternoon!

I am following up from my email below, dated August 14th, regarding a response to the second ELWM deed recording associated with your property. The September 30th due date is fast approaching and currently we have not received any written responses requesting we do not enter a second recording on your property deed (see below).

If anyone is opposed to having this second recording filed on your property deed, we need to hear from you.

1. If you did send SPU a written response my mail, it may have been delayed, misdirected, or potentially lost by USPS. To ensure we are aware of your wishes, please complete the attached form letter and return it to us via email. You may also submit it in person at the SPU Service Center*.
2. If you have not yet sent a written response but do not want the second recording on your property deed, please do not mail it. To ensure its timely receipt, we highly recommend you –
 1. send the signed form to us via email, or
 2. deliver it in person to the SPU Service Center*, or
 3. send it express/overnight service with guaranteed delivery and tracking capabilities.
3. **If you have no objection to the second recording being added to your property deed no further action by you is required.**

We will not be submitting any recordings prior to Monday, October 2nd (as the 30th falls on Saturday). If your signed form is received by email or physically delivered to SPU by 7:00 a.m. Monday morning* no recording will be made on your property deed.

*NOTE: You may use our 24/7 Drop Box to deliver this document outside of business hours.

Thank you,
Sharon Walsh on behalf of SPU Staff

From: Walsh, Sharon
Sent: Monday, August 14, 2023 1:31 PM

Walsh, Sharon

From: Bob And Wendy Stark <bwstark1@comcast.net>
Sent: Wednesday, September 27, 2023 10:42 AM
To: Walsh, Sharon
Subject: Re: Follow Up ELWM Discussion

Sharon

We feel SPU failed to give any reason or explanation why they are compelled to add the original & additional recordings to our deeds when neither SPU nor the City have done this in the past and will not do so in the future.

We spoke to the County and know you have the ability to remove what currently exists. So why is it that only 10 residents of the entire City of Shakopee, in the past and in the future, will be treated differently?

If you choose not to remove this recording, we have no recourse but to consider filing a joint suit against SPU.

Bob

On Sep 26, 2023, at 5:13 PM, Walsh, Sharon <swalsh@shakopeeutilities.com> wrote:

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MINUTES OF THE
SHAKOPEE PUBLIC UTILITIES COMMISSION
September 5, 2023
Regular Meeting

1. Call to Order. President Krieg called the September 5, 2023 meeting of the Shakopee Public Utilities Commission to order at 5:00 P.M. President Krieg, Vice President Letourneau, Commissioner DuLaney, Commissioner Fox, and Commissioner Mocol were present.
2. Communications. Commissioner Fox asked about streaming Commission meetings again. Greg Drent, General Manager, noted that SPU staff is researching a new sound system as part of the 2024 CIP.
3. Consent Agenda. Commissioner Mocol moved approval of the consent agenda: (3a) August 7, 2023 meeting minutes; (3b) September 5, 2023 agenda; (3c) September 5, 2023 warrant list; (3d) July 2023 financial reports; (3e) 2024 Budget Timeline; (3f) Monthly Water Dashboard for July 2023; (3g) 2023 Flushing Program Progress; (3h) MMPA August 2023 meeting update (3i) Res#2023-21 A Resolution Setting the Amount of the Trunk Water Charge, Approving of its Collection and Authorizing Water Service to Certain Property Described as: Patch 1st Addition; (3j) Res#2023-22 A Resolution Setting the Amount of the Trunk Water charge, Approving of its Collection and Authorizing Water Service to Certain Property Described as: Reliakor 1st Addition; (3k) Res #2023-23 Resolution Determining the Final Lateral Water Main Equivalency, Described as: Maras Street, 13th Avenue, Stagecoach Road, and Hansen Avenue Water Main Extension; (3l) Res#2023-24 Resolution Approving the Estimated Cost of Pipe Oversizing on the Water Main Project: Highview Park 1st Addition; (3m) Res#2023-24 Resolution of Appreciation to Thomas Hangaard. Commissioner Fox seconded the motion. Ayes: Krieg, Letourneau, DuLaney, Fox, and Mocol. Nays: None.
4. Public Comment Period. Gretchen Sanna, 1166 Harrison Street South, Shakopee, asked that the Commission support an opt-out option for the AMI project in an affordable manner.
5. Liaison Report. Commissioner DuLaney noted that he attended the MMUA Summer Conference and that there was good information and a lot of new connections.
6. Water System Operations Report. Lon Schemel, Water Superintendent, reported that although pumpage is elevated, there has been a decrease in the average daily levels, at 10.6 million gallons/day for August. He noted that hydrant flushing is completed and valve exercising has started. Mr. Schemel noted that the Minnesota Department of Health provided guidance on lead service line inventory and SPU will assign operators to work on it throughout the winter.
7. Water Capacity Payment Agreement. Kelley Willemsen, Director of Finance Administration, provided an update on staff recommendations for terms to be included in a template agreement for water capacity charges, including financial security. Staff will prepare a template agreement for Commission review and approval.

8. Electric Report. Brad Carlson, Electric Superintendent, discussed electric projects, including underground conversion at Ziegler CAT, EV charging stations at Apple Ford, and maintenance pole change outs. He reported that staff worked with Itron and Border States on 26 sites for the AMI project, checking access points. Mr. Carlson reported that SPU has touched 190 fixtures of the approximately 600 collector streetlights of that brand. He noted that the manufacturer is covering the cost of the fixture and labor. Mr. Carlson also reported that last month had seven outages: one storm-related, three animal-related, and three due to overheated transformers. He noted that the peak was 110 megawatts.

9. East Shakopee Substation Neighborhood Meeting. Joseph Adams, Planning and Engineering Director, explained that this site is under a purchase agreement and the City's Conditional Use Permit (CUP) requires a neighborhood meeting. Five residential customers and five businesses were invited to attend; no one attended. One property owner called with questions the next day; staff plan to meet with him as a follow up, after the ten-day appeal period.

10. EV Public Charging. Mr. Adams noted the Commission's past decision to install a level 3 EV charger at the West Shakopee Substation site. SPU has learned that this item is very costly to install and can be close to \$100,000. Mr. Adams noted that other businesses throughout the City are installing EV chargers and recommended that SPU not compete with its customers on this item. Vice President Letourneau moved that SPU not install a Level 3 EV charger at the West Shakopee Substation site. Commissioner DuLaney seconded the motion. Ayes: Krieg, Letourneau, DuLaney, Fox, and Mocol. Nays: None.

11. Marketing/Key Accounts Report. Sharon Walsh, Director of Key Accounts/Marketing/Special Projects gave an update on the AMI project, including inventory arrival, next steps of backup batteries, and anticipated installation starting in early October. She reported that a mid-year review of conservation efforts demonstrated that SPU is on track to meet its required 1.5%. Ms. Walsh noted SPU's participation in the Big Vehicle Fair, which drew over 700 attendees.

12. AMI Customer Opt-Out Policy Options. Ms. Walsh presented the question of whether to establish an opt-out policy for residential customers for AMI. Ms. Walsh noted that the primary concerns focused on data privacy and medical concerns associated with smart meters. She explained that there is a misconception of continuous RF emissions and/or stronger emissions than other devices. Ms. Walsh summarized the practices of other municipal utilities, including requiring AMI without any opt-out and permitting an opt-out, with a fee reflecting the increased costs to the utility. Ms. Walsh noted the staff recommendation of allowing an opt-out for residential customers with a monthly fee of \$100. The Commission discussed whether all utility costs are included in the proposed fee and requested additional information. Commissioner Mocol moved to table this item until the October 2, 2023 Commission meeting. Commissioner Fox seconded the motion. Ayes: Krieg, Letourneau, DuLaney, Fox, and Mocol. Nays: None.

13. Succession Plan. Mr. Drent presented the proposed Succession Plan, which started as part of the RP3 application process. He thanked Commissioners DuLaney and Mocol for providing input on the draft. Commissioner Fox moved to approve the Succession Plan as presented. Commissioner Mocol seconded the motion. Ayes: Krieg, Letourneau, DuLaney, Fox, and Mocol. Nays: None.

14. General Manager Report. Mr. Drent provided an update, including residential EV rates, the MMUA Summer Conference, where he became a member of the MMUA Board of Directors, and the FR Secure Risk Assessment process. He also noted the status of the potential property acquisitions, with the West Shakopee Substation site and the smaller parcel for the water treatment site nearing closing, and for the Mac Equities parcel, legal description and appraisal steps. Mr. Drent noted that the Budget Workshop on September 18th is expected to include cash flow analysis, preliminary CIP funding sources, cash reserve policies, cash sweep account options, and a legislative update.

15. Future Agenda Items. Vice President Letourneau requested a copy of materials from the Commissioner Track of the MMUA Summer Conference. He also suggested discussing a schedule to revisit and review policies.

16. Adjourn. Motion by Commissioner Fox, seconded by Commissioner Mocol, to adjourn. Ayes: Krieg, Letourneau, DuLaney, Fox, and Mocol. Nays: None.

Greg Drent, Commission Secretary

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Proposed As Consent Item

3c

SHAKOPEE PUBLIC UTILITIES COMMISSION

WARRANT LISTING

October 2, 2023

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:

WEEK OF 09/01/2023

AAR BUILDING SERVICE CO.	4,173.19	SEPTEMBER CLEANING
ARAMARK REFRESHMENT SERVICES INC	\$214.34	COFFEE
ARROW ACE HARDWARE	\$45.10	BOLTS BUILDERS HARDWARE - ELECTRIC
B & B TRANSFORMER INC	\$33,179.00	TRANSFORMERS
BIRDS LAWN CARE LLC	\$3,714.00	JULY LAWN CARE
BORDER STATES ELECTRIC SUPPLY	\$2,929.72	BRONZE GRD CONN
IVAN CARDONA	\$350.00	E/F COOLING/HEATING REBATE
BRADLEY CARLSON	\$424.90	PER DIEM MMUA CONF DULUTH/REMIB MILEAGE
CHOICE ELECTRIC INC	\$1,089.23	PVC FITTINGS/MISC
CITY OF SHAKOPEE	\$6,297.54	JULY FUEL BILL
CUSTOMER CONTACT SERVICES	\$758.26	ANSWERING SERVICE 8/22-9/18 2023
BARBARA DAHN	\$25.00	LED REBATE
ROCKY DEHMLow	\$500.00	E/F COOLING/HEATING REBATE
DIVERSIFIED ADJUSTMENT SERVICES INC	\$51.16	JULY STMT FOR COLLECTION AGENCY
GREG DRENT	\$276.50	PER DIEM MMUA DULUTH CONF AUG 2023
JAMES DULANEY	\$197.50	PER DIEM MMUA CONF DULUTH MN 8/2023
MIKE ENRIGHT	\$197.50	PER DIEM UMMA DULUTH MN AUG 2023
MARK EWING	\$500.00	E/F COOLING/HEATING REBATE
FERGUSON US HOLDINGS, INC.	\$1,939.69	SDR SWVL F
WILLIAM FERROZZO	\$200.00	E/F COOLING/HEATING REBATE
GRAYBAR ELECTRIC COMPANY INC	\$1,414.16	CONDUIT
GREENWOOD DESIGN BUILD	\$152.52	REFUND WO#2564 14092 CLEARVIEW DR UG ELE
ALEX HEGSETH	\$475.65	REISSUE 8/25/23 PAYROLL - BANK ACH ERROR
HENNEN'S AUTO SERVICE INC.	\$1,234.46	WATER TRUCK#651 TIRES
KATHLEEN HOFER-MOCOL	\$197.50	PER DIEM MMUA CONF DULUTH MN 8/2023
IRBY - STUART C IRBY CO	\$2,087.35	SALI D2SRV-EC SLV
ISD #720	\$346.28	HYDRANT METER RETURN REFUND
JT SERVICES	\$1,254.01	POSTOP GLOBE
MICHELLE KOSMO	\$50.00	E/F CLOTHESWASHER REBATE
JUSTIN KRIEG	\$197.50	PER DIEM MMUA CONF DULUTH MN 8/2023
LOCATORS & SUPPLIES INC	\$474.85	RED CONSTRUCTION MARKING PAINT
MCGRANN SHEA CARNIVAL	\$3,315.00	WO#2376
MINN VALLEY TESTING LABS INC	\$251.90	COLIFORM
GERRY NEVILLE	\$62.22	REIMBURSE 95 MILES
JIM PALM	\$500.00	E/F COOLING/HEATING REBATE
RESCO	\$2,142.88	CLAMP HOT LINE/ELBOW ARRESTER
RW BECK GROUP, INC, LEIDOS ENG. LL	\$48,057.62	WO#2376
SHORT ELLIOTT HENDRICKSON INC	\$16,208.45	WO#2734,2733,2634,2746 -ALL WATER
GREG TRIPLETT	\$117.24	REIMBURSE 179 MILES
ULINE, INC.	\$347.54	PALLET RACK WIRE DECKING
VESSCO, INC	\$91.06	EVOQUA O-RING WATER DEPT
KELLEY WILLEMSEN	\$197.50	PER DIEM MMUA CONF DULUTH MN 8/2023
CENTERPOINT ENERGY - ACH	\$348.33	255 SARAZIN ST GAS USAGE 7/10-8/8
FURTHER - ACH	\$101.00	MEDICAL CLAIM REIMB

Total Week of 09/01/2023

\$136,687.65

WEEK OF 09/08/2023

CREDIT REFUNDS	\$7,681.34 CREDIT REFUNDS
AMERICAN ENGINEERING TESTING INC	\$16,525.85 WO#2376
ARROW ACE HARDWARE	\$37.55 PVC PIPE/COUPLING
ASTLEFORD INTL TRUCKS	\$423.26 TENSOR ASSY FAN
BEST BUY BUSINESS ADVANTAGE ACCOUNT	\$393.43 APC BACK UPS PRO -WATER DEPT
BOB'S LAWN & LANDSCAPING INC	\$314.08 RED CEDAR MULCH -WATER DEPT
BORDER STATES ELECTRIC SUPPLY	\$65,217.47 CONNECTORS
CINTAS CORP #754	\$985.29 REPLENISH FIRST AID KITS IN BREAKROOMS
COMMSCOPE	\$3,260.02 PARST & LABOR REPAIR 6/28/23 OUTAGE
DGR ENGINEERING	\$7,463.76 WO#2612
DSI/LSI	\$387.04 SEPT GARBAGE SERVICE
ENERGY MANAGEMENT COLLABORATIVE, LLC	\$3,911.00 EXTERIOR LIGHTING REBATE
FERGUSON US HOLDINGS, INC.	\$120.55 MTR FLG KIT
GOODIN COMPANY	\$2,370.30 CENTRIFUGAL PUMP
GRAINGER INC	\$297.98 FLAG
HAWKINS INC	\$13,483.52 CHLORINE/HYDROFLUOSILIC ACID
HOSANNA CHURCH	\$2,634.00 INTERIOR LIGHTING REBATE
INNOVATIVE OFFICE SOLUTIONS LLC	\$449.75 OFFICE SUPPLIES
INTEGRATED PROCESS SOLUTIONS, INC	\$743.00 PUMPHOUSE#12 TRANSDUCERS
IRBY - STUART C IRBY CO	\$1,366.08 BLAC PAC345
IRBY TOOLS - STUART C IRBY CO	\$365.00 TUBE ASSEMBLY
KELLY LARSON	\$150.00 ENERGY STAR DISHWASHER REBATE
MINN VALLEY TESTING LABS INC	\$378.62 COLIFORM
MMUA	\$100.00 2023 SUMMER CONF REG FEE MARY DRENT
MRA-THE MANAGEMENT ASSOCIATION	\$40.00 BACKGROUND CHECK ELECTRIC DEPT
GERRY NEVILLE	\$91.04 REIMBURSE 139 MILES
CINDY NICKOLAY	\$48.47 REIMBURSE 74 MILES
MASON O'NEILL	\$500.00 ENERGY STAR COOLING/HEATING REBATE
POMP'S TIRE SERVICE INC	\$637.21 ELEC TRUCK#614
RESCO	\$456.88 FUSE LINK
SHAKOPEE CHAMBER OF COMMERCE	\$2,000.00 ANNUAL MEMEBRSHIP RENEWAL
SHORT ELLIOTT HENDRICKSON INC	\$13,139.68 2022 MISC WATER SYSTEM MODELING
SOUTHWEST NEWS MEDIA	\$437.64 LEGALS
SPECIALTY SOLUTIONS, LLC	\$302.86 50LB PROF LANDSCAPE MIX
TESCO - THE EASTERN SPECIALITY COMPANY	\$250.00 10/1/23-12/31-23 ADAPTIV SERVICES
TRAUT COMPANIES	\$5,000.00 WO#2525 FINAL PYMT REQUEST NO 8
GREG TRIPLETT	\$111.35 REIMBURSE 170 MILES
VERIZON WIRELESS	\$3,141.34 AUGUST CELL PHONE BILL
WESCO RECEIVABLES CORP.	\$22.82 FUSE LINK BUTTON
RICH WESELY	\$500.00 ENERGY STAR COOLING/HEATING REBATE
KELLEY WILLEMSEN	\$643.18 REIMBURSE FOR MRA MEMBER FEE
DAVID WOODON	\$175.00 ENERGY STAR CLOTHESWASHER REBATE
MN DEPT OF REVENUE ACH PAYMENTS	\$366,450.00 AUGUST 2023 SALES & USE TAX PAYABLE
PAYROLL DIRECT DEPOSIT 9.08.23	\$128,429.52
BENEFITS & TAXES FOR 9.08.23	\$120,114.95

Total Week of 09/08/2023**\$771,550.83**

WEEK OF 09/15/2023

ABBY ALDRITT
ALTEC INDUSTRIES INC
AMARIL UNIFORM COMPANY
ANNETTE STANEK
APPLE FORD OF SHAKOPEE
PRASUN BAIDYA
BARR ENGINEERING CO.
BOB'S LAWN & LANDSCAPING INC
BOLTON & MENK INC.
BORDER STATES ELECTRIC SUPPLY
BRADLEY CARLSON
CITY OF SHAKOPEE
MARK ELLINGSWORTH
FLYTE HCM LLC
JENNIFER FRIEDRICH
FRONTIER ENERGY, INC.
FRSECURE LLC
HAWKINS INC
HENNEN'S AUTO SERVICE INC.
HENRICKSEN PSG
MATTHEW HOPPENSTEDT
INTEGRATED PROCESS SOLUTIONS, INC
IRBY - STUART C IRBY CO
ASHLEY LUNDEEN
HEATHER LUNDY
MCGRANN SHEA CARNIVAL
MGX EQUIPMENT SERVICES, LLC
MINN VALLEY TESTING LABS INC
MN ROADWAYS
MPOWER TECHNOLOGIES, INC.
SUSAN NELSON
GERRY NEVILLE
CINDY NICKOLAY
NISC
NORTHERN STATES POWER CO
PRINCIPAL LIFE INS. COMPANY
RESCO
RIES HEATING & A/C INC
SCOTT COUNTY RECORDERS
SHAKOPEE TOWING INC
SOUTHWEST NEWS MEDIA
STAR ENERGY SERVICES
STINSON LLP
DEB SWEET
MICHAEL TEETER
DAVE TEPLY
GREG TRIPLETT
JOSE VIVANCO
JAMIE VON BANK
WESCO RECEIVABLES CORP.
WSB & ASSOCIATES INC.
XCEL ENERGY
CENTERPOINT ENERGY - ACH
DELTA DENTAL PLAN OF MN
HEALTHPARTNERS
MINNESOTA LIFE
MMPA C/O AVANT ENERGY
FURTHER - ACH
SCOTT COUNTY ABSTRACT & TITLE CO

\$350.00 ENERGY EFFICIENT COOLING /HEATING REBATE
\$2,148.52 HOOK UNIVERSAL DISCONNECT
\$216.00 CLOTHING WATER DEPT
\$4,515.00 SPU YR IN REVIEW 12 PG BROCHURE
\$78.09 WATER TRUCK #652
\$150.00 ENERGY EFFICIENT DISHWASHER REBATE
\$14,881.15 WO#2683 JUL15-AUG 11 SERVICES
\$35.44 WO#2789 BLACK DIRT
\$890.00 WO#2568
\$36,270.50 40 WATER METERS
\$88.50 PER DIEM MARSHALL MN MMUA RODEO/SCHOOL
\$547,016.12 AUGUST SW \$436,768.63 / SD \$110,247.49
\$350.00 ENERGY EFFICIENT COOLING/HEATING REBATE
\$36.50 AUGUST COBRA
\$500.00 ENERGY EFFICIENT COOLING /HEATING REBATE
\$4,000.00 P3 SUBSCRIPTION FOR JULY 2023
\$1,388.57 2023 AGENT SCANNING ADJMNT
\$1,132.25 CHLORINE CYLINDERS
\$8.60 WATER TRUCK NON-OXY
\$9,926.63 WO#2725
\$75.00 ENERGY EFFICIENT REFRIGERATOR REBATE
\$593.00 PUMPHOUSE 9 WELL CHEMICAL
\$161,230.21 CABLE
\$500.00 ENERGY EFFICIENT COOLING/HEATING REBATE
\$500.00 RESIDENTIAL SOLAR REBATE
\$16,794.68 WO#2483 W SUB PURCHASE AGREEMENT
\$1,208.28 FORD LOUVER
\$251.90 COLIFORM
\$36,947.10 SPU PARKING LOT REPAIRS/SEALCOAT
\$4,850.00 MPOWER CLOUD HOSTING SERVER
\$75.00 ENERGY EFFICIENT REFRIGERATOR REBATE
\$102.83 REIMBURSE 157 MILES
\$104.80 REIMBURSE 160 MILES
\$200.16 TAX MISSED IN ON ORIGINAL INVOICE PD
\$5,264.41 AUGUST POWER BILL
\$4,009.88 AUGUST 2023 LTD PREMIUMS
\$44,372.31 TRANSFORMER DV 3PH PAD
\$905.00 SERVICE CALL P.H 3184 EAGLE CREEK
\$46.00 WC CHRG AGREEMENT ROERS SHAKO APTS LLC
\$993.63 10/20/22 TOW
\$437.64 AUGUST LEGALS
\$160.00 NOVA SOFTWARE INTERGRATION & DEVELOP
\$1,827.00 FILE#3522418.0002 PROF SVCS RE UNION
\$105.00 ENERGY EFFICIENT REFRIGERATOR REBATE
\$116.99 IRRIGATION CONTROLLERS REBATE
\$150.27 IRRIGATION CONTROLLERS REBATE
\$85.15 REIMBURSE 130 MILES
\$75.00 ENERGY EFFICIENT REFRIGERATOR REBATE
\$227.36 PER DIEM MARSHALL MN/MILEAGE
\$1,105.26 FUSE LINK BUTTON HEAD
\$6,775.25 WO#2581 P.H. 23 JULY SERVICES
\$5,497.63 ELECT SVC VALLEY PARK DR 7/25-8/23 2023
\$355.89 GAS USAGE FOR 10TH AVE 8/8-9/7 BILLING
\$5,792.18 AUGUST DENTAL PREMIUMS
\$72,838.42 SEPT PREMIUMS - AUG CHARGE MONTH
\$1,212.66 AUGUST MN LIFE INS PREMIUMS
\$5,100,446.52 AUGUST POWER BILL
\$631.97 AUGUST ADMIN FEES
\$893,103.07 WO#2634 CLOSING FOR 3650 EAGLE CRK BLVD

Total Week of 09/15/2023**\$6,993,949.32**

WEEK OF 09/22/2023

ABDO LLP	\$24,167.75	AUGUST FS ACCOUNTING SERVICES
AMARIL UNIFORM COMPANY	\$2,338.52	CLOTHING
B & B TRANSFORMER INC	\$51,196.00	3 PHASE TRANSFORMERS
BERGERSON-CASWELL INC	\$3,900.00	WORK DONE @ WELL #20
BIRDS LAWN CARE LLC	\$3,714.00	AUGUST LAWN CARE
BOB'S LAWN & LANDSCAPING INC	\$35.44	WO#2789 BLACK DIRT (WATER)
BORDER STATES ELECTRIC SUPPLY	\$56,353.38	CELLULAR VERIZON
CAMPIL USA INC	\$3,613.34	APIII 24X24X2
COMCAST CABLE COMM INC.	\$2.25	BREAKROOM CABLE
CORE & MAIN LP	\$410.00	FLAGS
CUSTOMER CONTACT SERVICES	\$393.65	ANSWERING SERVICE 9-19-10/16 2023
DAILY PRINTING, INC.	\$3,358.28	SPU 2023 COLD WEATEHR RULE BROCHURES
DGR ENGINEERING	\$3,250.21	WO#2612 AUG SERVICES
ELECTRICAL PRODUCTION SERVICES	\$6,908.00	SPU SOUTH ENTRY FIBER WORK
FRONTIER ENERGY, INC.	\$7,324.79	PROF SERVICES AUGUST C&I IMPLEMENTATION
GOPHER STATE ONE-CALL	\$1,048.95	AUGUST TICKETS
GRAINGER INC	\$226.57	VOLTAGE DETECTOR
GRAYBAR ELECTRIC COMPANY INC	\$525.40	COUPLING
KYLE HANSON	\$500.00	RESIDENTAL SOLAR REBATE
WENDY HARRISON	\$105.00	ENERGY STAR REFRIGERATOR REBATE
HERMAN'S LANDSCAPE SUPPLIES INC.	\$352.00	YD PULVERIZED DIRT
ROBERT HILLMAN	\$175.00	ENERGY STAR CLOTHES WASHER REBATE
INNOVATIVE OFFICE SOLUTIONS LLC	\$452.30	OFFICE SUPPLIES
MONIQUE JENSEN	\$175.00	ENERGY STAR CLOTHES WASHER REBATE
JOHNSON ANDERSON @ ASSOCIATES	\$11,386.00	COMPRESSED AIR UPGRADES REBATE
JOHNSON CONTROLS FIRE PROTECTION LP	\$644.25	ANNUAL FIRE ALATM MONITORING 10/23-9/24
ALEX JORDAN	\$500.00	HEATING/COOLING REBATE
CHINDA KHUON	\$350.00	HEATING/COOLING REBATE
BRAD LANTZ	\$350.00	HEATING/COOLING REBATE
MINN DEPT OF COMMERCE	\$10,473.66	2ND QTR FISCAL TR 2024 INDIRECT ASSESS
MINN VALLEY TESTING LABS INC	\$251.90	COLIFORM
NAPA AUTO PARTS	\$166.31	BATTERY FOR FLEET DITCH WITCH
GERRY NEVILLE	\$145.41	REIMBURSE 222 MILES
CINDY NICKOLAY	\$90.39	REIMBURSE 138 MILES
NISC	\$31,419.25	AUGUST 2023 PRINT SERVICES
PITNEY BOWES GLOBAL FINANCIAL SERVIC	\$1,214.52	LEASE CONTRACT CHGE FOR 6/30-9/29 2023
POWER TESTING AND ENERGIZATION INC.	\$6,296.00	HUMIDITY SENSOR REPLACEMENT
KATHY & PAUL ROBERTS	\$105.00	ENERGY STAR REFRIGERATOR REBATE
RW BECK GROUP, INC, LEIDOS ENG, LL	\$9,265.63	WO#2376 E SUBSTATION SITE
PAUL RYND	\$105.00	ENERGY STAR REFRIGERATOR REBATE
JACK SCHINTZ	\$290.52	REIMB FUEL/PER DIEM MARSHALL MN
CODY SCHUETT	\$206.50	PER DIEM MARSHALL MN MMUA SCHOOL
SCOTT COUNTY TREASURER	\$2,100.00	SEPTEMBER FIBER CHARGE
SEAGATE TECHNOLOGY INC	\$8,804.00	INTERIOR LIGHTING REBATE
SHAKOPEE CHAMBER OF COMMERCE	\$3,000.00	SPONSOR SHAK-O-LANTERN FESTIVAL
SHORT ELLIOTT HENDRICKSON INC	\$64,983.55	WO#2734, #2733, #2785, #2735, #2761
STATE OF MINNESOTA-MNIT SERVICES	\$1,468.02	AUGUST (WAN) SERVICE MONTHLY INVOICE
MIKE THELEN	\$500.00	HEATING/COOLING REBATE
TORO COMPANY	\$45,655.00	PROCESS IMPROVEMENT REBATE
GREG TRIPLETT	\$120.52	REIMBURSE 184 MILES
USABLUEBOOK	\$1,132.05	HACH FLUORIDE REAGENT
VERIZON	\$625.70	TRUCK TRACKING
VERIZON WIRELESS	\$106.87	8/6-9/5 2023 BILLING PERIOD
THOMAS WAALEN	\$175.00	ENERGY STAR CLOTHES WASHER REBATE
WESCO RECEIVABLES CORP.	\$5,008.50	WIRE
ZAYO GROUP, LLC	\$5,349.22	T1 LINE, S SUB, PIKE LAKE - AUGUST
CITY OF SHAKOPEE	\$8,486.61	AUGUST FUEL BILL
MINN VALLEY TESTING LABS INC	\$93.50	NITRATES
AMERICAN NATL BANK_MASTERCARD_ACH	\$17,949.59	AUGUST CREDIT CARD STMT
FURTHER - ACH	\$317.48	MEDCIAL/DAYCARE CLAIM REIMB.'S
PAYROLL DIRECT DEPOSIT 9.22.23	131,057.39	
BENEFITS & TAXES FOR 9.22.23	120,429.21	

Total Week of 09/22/2023**\$661,148.38****Grand Total****\$8,563,336.18**


Presented for approval by: Director of Finance & Administration

Approved by General Manager

Approved by Commission President

Monthly Water Dashboard

As of: August 2023

Shakopee Public Utilities Commission

ALL VALUES IN MILLIONS OF GALLONS

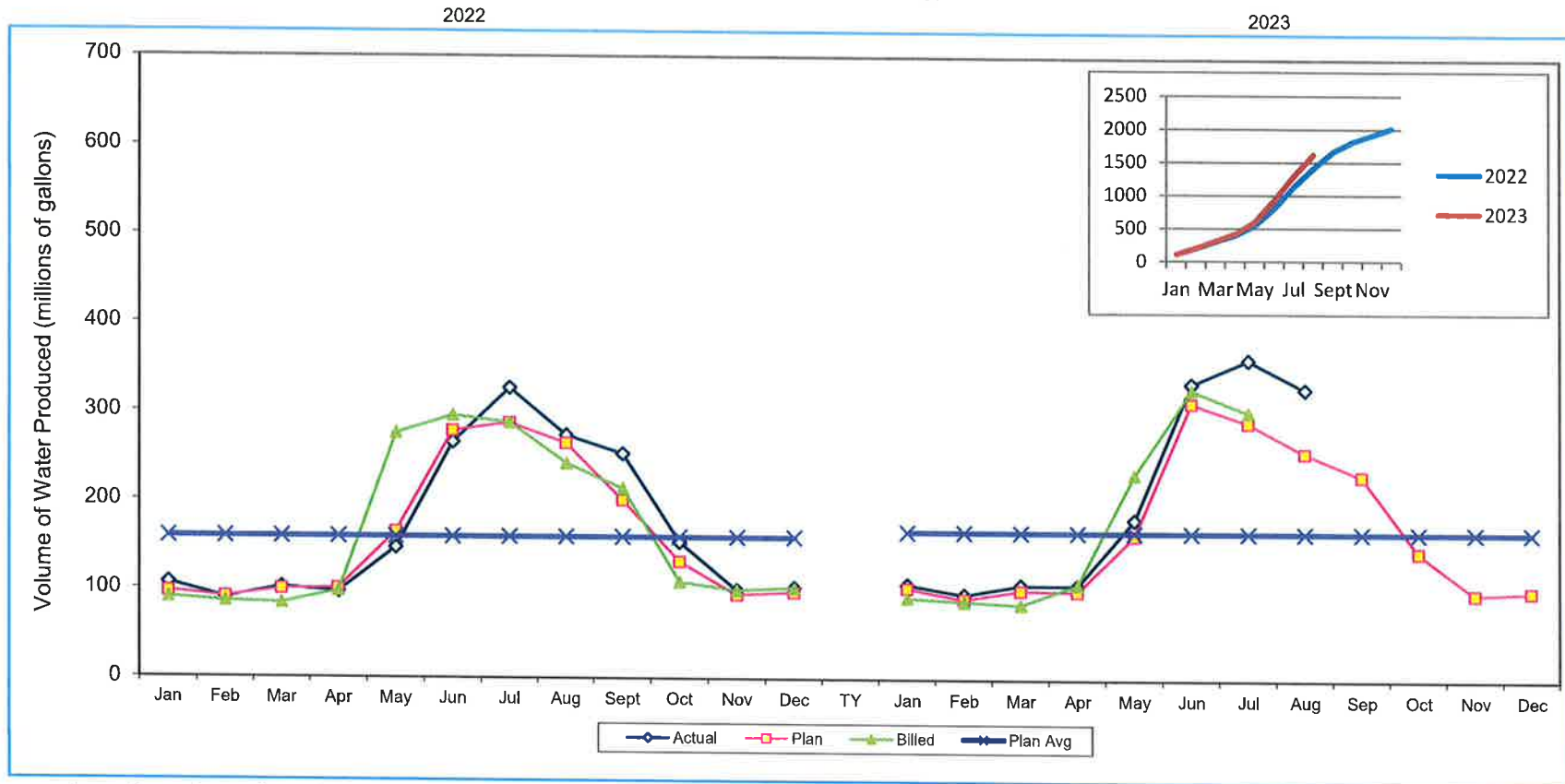
Element/Measure

Water Pumped/Metered

Monthly Avg

2020 150
2021 173
2022 167

Last 6 months actuals 106 106 180 334 361 328



	LY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Actual		106	89	101	96	146	265	326	273	252	153	99	102		106	95	106	106	180	334	361	328				
Plan		96	90	99	100	164	278	287	264	200	131	94	97		102	90	100	99	162	312	290	256	230	144	97	100
YTD % *															104%	105%	105%	106%	107%	107%	112%	115%				
Billed		89	85	83	97	275	295	287	241	213	108	99	102		91	87	84	107	231	327	302					

* Actual gallons pumped vs. Plan



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

TO: Greg Drent, General Manager

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

FROM: Lon R. Schemel, Water Superintendent

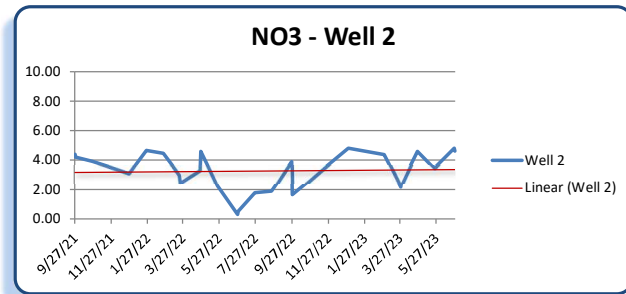
A handwritten signature in blue ink, appearing to read "L. Schemel", is written over the name "Lon R. Schemel".

SUBJECT: Nitrate Results - Advisory

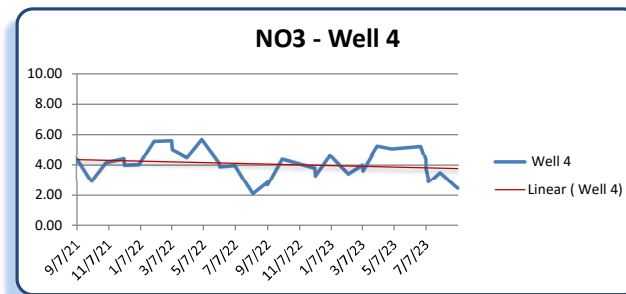
DATE: September 27, 2023

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

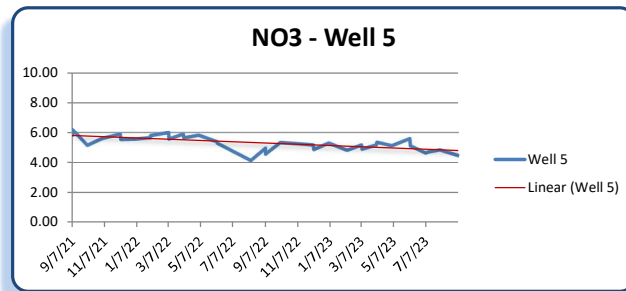
Location	Sample Collected	Results Received	Results	Lab
2	9/27/21	11/8/21	4.40	MDH
2	9/28/21	10/4/21	4.19	MVTL
2	10/26/21	11/5/21	3.93	MVTL
2	12/27/21	1/31/22	3.10	MDH
2	12/28/21	1/10/22	3.13	MVTL
2	1/25/22	2/7/22	4.66	MVTL
2	2/22/22	3/4/22	4.47	MVTL
2	3/21/22	4/6/22	3.00	MDH
2	3/23/22	4/6/22	2.48	MVTL
2	4/25/22	5/23/22	3.30	MDH
2	4/26/22	4/28/22	4.59	MVTL
2	5/24/22	6/6/22	2.27	MVTL
2	6/27/22	8/16/22	0.30	MDH
2	6/28/22	7/11/22	0.52	MVTL
2	7/26/22	8/4/22	1.78	MVTL
2	8/23/22	9/9/22	1.90	MVTL
2	9/26/22	10/25/22	3.90	MDH
2	9/27/22	10/10/22	1.66	MVTL
2	12/30/22	4/6/23	4.80	MDH
2	2/28/23	3/10/23	4.38	MVTL
2	3/28/23	4/4/23	2.18	MVTL
2	3/28/23	6/13/23	2.30	MDH
2	4/25/23	5/4/23	4.60	MVTL
2	5/23/23	6/7/23	3.44	MVTL
2	6/26/23	7/19/23	4.80	MDH
2	6/27/23	6/30/23	4.61	MVTL



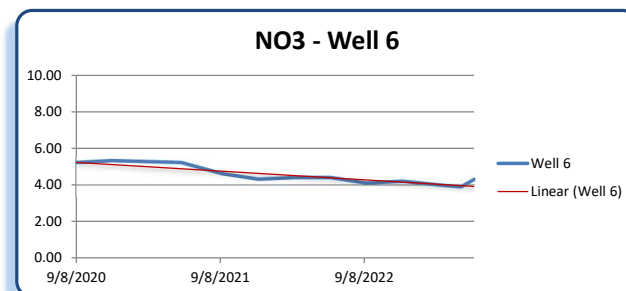
4	9/7/21	9/29/21	4.21	MVTL
4	9/7/21	9/30/21	4.40	MDH
4	10/5/21	10/14/21	2.94	MVTL
4	11/2/21	11/8/21	4.15	MVTL
4	12/6/21	7/11/22	4.40	MDH
4	12/7/21	12/15/21	3.99	MVTL
4	1/4/22	1/12/22	4.02	MVTL
4	2/1/22	2/28/22	5.56	MVTL
4	3/7/22	4/6/22	5.60	MDH
4	3/8/22	3/14/22	4.99	MVTL
4	4/5/22	4/12/22	4.46	MVTL
4	5/3/22	5/12/22	5.67	MVTL
4	6/6/22	7/11/22	4.10	MDH
4	6/7/22	6/9/22	3.89	MVTL
4	7/5/22	7/18/22	3.98	MVTL
4	7/5/22	7/18/22	4.00	MDH
4	8/9/22	8/18/22	2.09	MVTL
4	9/6/22	9/19/22	2.87	MVTL
4	9/6/22	10/25/22	2.70	MDH
4	10/4/22	10/11/22	4.38	MVTL
4	12/5/22	2/9/23	3.80	MDH
4	12/6/22	12/8/22	3.30	MVTL
4	1/3/23	3/10/23	4.62	MVTL
4	2/7/23	3/10/23	3.43	MVTL
4	3/6/23	4/6/23	4.00	MDH
4	3/7/23	3/10/23	3.62	MVTL
4	4/4/23	4/6/23	5.23	MVTL
4	5/2/23	5/5/23	5.03	MVTL
4	6/26/23	9/27/23	5.20	MDH
4	7/5/23	7/19/23	4.35	MVTL
4	7/5/23	7/19/23	3.80	MDH
4	7/11/23	7/14/23	2.90	MVTL
4	8/1/23	8/7/23	3.51	MVTL
4	9/5/23	9/14/23	2.47	MVTL



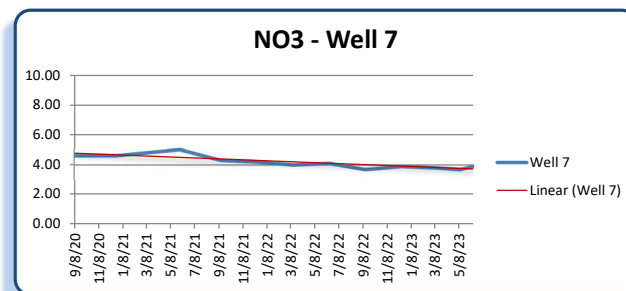
Location	Sample Collected	Results Received	Results	Lab
5	9/7/21	9/29/21	5.83	MVTL
5	9/7/21	9/30/21	6.20	MDH
5	10/5/21	10/14/21	5.17	MVTL
5	11/2/21	11/8/21	5.62	MVTL
5	12/6/21	7/11/22	5.90	MDH
5	12/7/21	12/15/21	5.56	MVTL
5	1/4/22	1/12/22	5.58	MVTL
5	2/1/22	2/28/22	5.67	MVTL
5	2/1/22	3/14/22	5.80	MDH
5	3/7/22	4/6/22	6.00	MDH
5	3/8/22	3/14/22	5.58	MVTL
5	4/4/22	5/12/22	5.90	MDH
5	4/5/22	4/12/22	5.66	MVTL
5	5/3/22	5/12/22	5.83	MVTL
5	6/6/22	7/11/22	5.40	MDH
5	6/7/22	6/9/22	5.30	MVTL
5	8/9/22	8/18/22	4.18	MVTL
5	9/6/22	9/19/22	4.98	MVTL
5	9/6/22	10/25/22	4.60	MDH
5	10/4/22	10/11/22	5.35	MVTL
5	12/5/22	2/9/23	5.20	MDH
5	12/6/22	12/8/22	4.89	MVTL
5	1/3/23	3/10/23	5.32	MVTL
5	2/7/23	3/10/23	4.85	MVTL
5	3/6/23	4/6/23	5.20	MDH
5	3/7/23	3/10/23	4.92	MVTL
5	4/3/23	5/16/23	5.20	MDH
5	4/4/23	4/6/23	5.37	MVTL
5	5/2/23	5/5/23	5.15	MVTL
5	6/5/23	7/19/23	5.60	MDH
5	6/6/23	6/12/23	5.13	MVTL
5	7/5/23	7/19/23	4.67	MVTL
5	7/11/23	7/14/23	4.75	MVTL
5	8/1/23	8/7/23	4.87	MVTL
5	9/5/23	9/14/23	4.50	MVTL



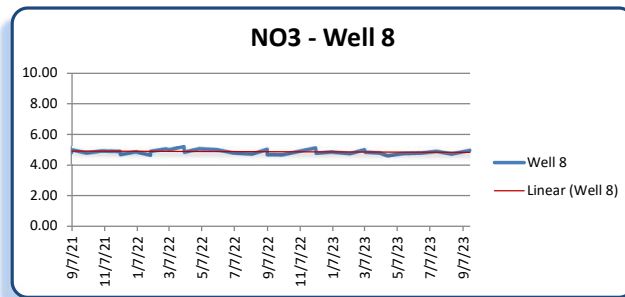
6	9/8/2020	1/29/21	5.20	MDH
6	12/7/2020	1/29/21	5.30	MDH
6	6/1/2021	8/2/21	5.20	MDH
6	9/13/2021	9/29/21	4.60	MDH
6	12/13/2021	1/31/22	4.30	MDH
6	3/14/2022	4/6/22	4.40	MDH
6	6/13/2022	7/11/22	4.40	MDH
6	9/12/2022	10/25/22	4.10	MDH
6	12/12/2022	2/9/23	4.20	MDH
6	3/13/2023	4/6/23	4.00	MDH
6	5/9/2023	5/16/23	3.90	MVTL
6	6/12/2023	7/19/23	4.30	MDH



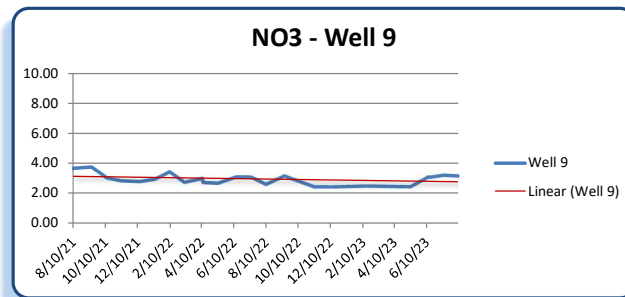
7	9/8/20	1/29/21	4.60	MDH
7	12/22/20	1/29/21	4.60	MDH
7	6/1/21	8/2/21	5.00	MDH
7	9/13/21	9/29/21	4.30	MDH
7	12/13/21	1/31/22	4.20	MDH
7	3/14/22	4/6/22	4.00	MDH
7	6/13/22	7/11/22	4.10	MDH
7	9/12/22	10/25/22	3.70	MDH
7	12/12/22	2/9/23	3.90	MDH
7	3/13/23	4/6/23	3.80	MDH
7	5/9/23	5/16/23	3.70	MVTL
7	6/12/23	7/19/23	3.90	MDH



Location	Sample Collected	Results Received	Results	Lab
8	9/7/21	9/29/21	4.83	MVTL
8	9/7/21	9/30/21	5.00	MDH
8	10/5/21	10/14/21	4.80	MVTL
8	11/2/21	11/8/21	4.92	MVTL
8	12/6/21	7/11/22	4.90	MDH
8	12/7/21	12/15/21	4.70	MVTL
8	1/4/22	1/12/22	4.87	MVTL
8	2/1/22	2/28/22	4.67	MVTL
8	2/1/22	3/14/22	4.90	MDH
8	3/1/22	3/8/22	5.05	MVTL
8	3/8/22	4/6/22	5.00	MDH
8	4/4/22	5/12/22	5.20	MDH
8	4/5/22	4/12/22	4.85	MVTL
8	5/3/22	5/12/22	5.06	MVTL
8	6/6/22	7/11/22	5.00	MDH
8	6/7/22	6/9/22	4.99	MVTL
8	7/5/22	7/18/22	4.80	MVTL
8	7/5/22	11/8/22	4.80	MDH
8	8/9/22	8/18/22	4.74	MVTL
8	9/6/22	9/19/22	5.02	MVTL
8	9/6/22	10/25/22	4.70	MDH
8	10/4/22	10/11/22	4.69	MVTL
8	12/5/22	2/9/23	5.10	MDH
8	12/6/22	12/8/22	4.79	MVTL
8	1/3/23	3/10/23	4.86	MVTL
8	2/7/23	3/10/23	4.76	MVTL
8	3/6/23	4/6/23	5.00	MDH
8	3/7/23	3/10/23	4.85	MVTL
8	4/3/23	5/16/23	4.80	MDH
8	4/18/23	5/4/23	4.63	MVTL
8	5/16/23	5/25/23	4.76	MVTL
8	6/21/23	9/27/23	4.80	MDH
8	7/18/23	7/20/23	4.90	MVTL
8	8/15/23	8/16/23	4.74	MVTL
8	9/19/23	9/27/23	4.96	MVTL

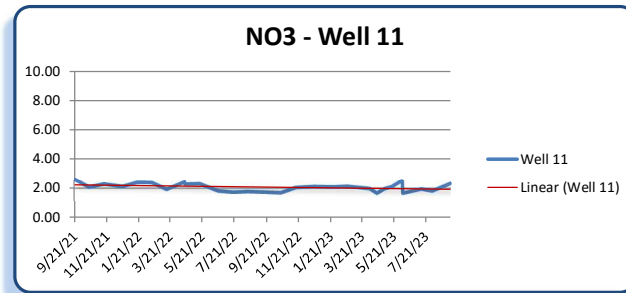


9	8/10/21	8/27/21	3.66	MVTL
9	9/14/21	9/29/21	3.75	MVTL
9	10/12/21	10/20/21	3.03	MVTL
9	11/9/21	11/16/21	2.84	MVTL
9	12/14/21	12/27/21	2.79	MVTL
9	1/11/22	1/31/22	2.94	MVTL
9	2/8/22	2/23/22	3.43	MVTL
9	3/8/22	3/14/22	2.74	MVTL
9	4/11/22	4/26/22	3.00	MDH
9	4/12/22	4/22/22	2.72	MVTL
9	5/10/22	5/18/22	2.67	MVTL
9	6/14/22	6/23/22	3.10	MVTL
9	7/12/22	7/27/22	3.08	MVTL
9	8/9/22	8/18/22	2.60	MVTL
9	9/13/22	9/21/22	3.16	MVTL
9	11/8/22	11/10/22	2.44	MVTL
9	12/13/22	12/14/22	2.43	MVTL
9	2/14/23	2/16/23	2.49	MVTL
9	5/9/23	5/16/23	2.44	MVTL
9	6/12/23	7/19/23	3.10	MDH
9	6/15/23	6/22/23	3.07	MVTL
9	7/11/23	7/14/23	3.21	MVTL
9	8/8/23	8/10/23	3.16	MVTL

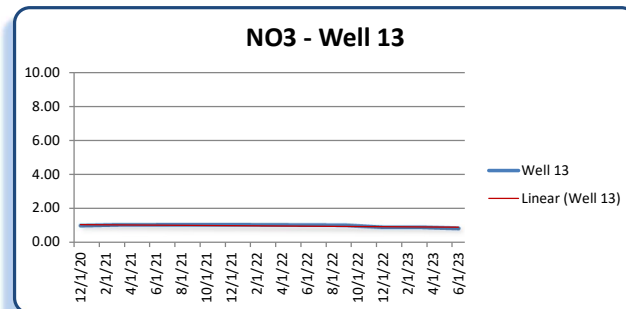


10	4/17/12	4/20/12	< 1.00	TCWC
10	1/21/14	1/29/14	< 1.00	TCWC
10	3/25/14	4/1/14	3.61	MVTL
10	4/23/14	5/7/14	< 0.20	MVTL
10	4/23/14	6/16/14	< 0.05	MDH
10	6/16/15	6/26/15	< 0.05	MVTL
10	4/11/17	4/17/17	< 0.05	MVTL
10	1/8/19	1/14/19	< 0.05	MVTL
10	7/9/19	7/24/19	< 0.05	MVTL
10	10/12/21	10/20/21	< 0.05	MVTL
10	5/9/23	5/16/23	< 0.05	MVTL

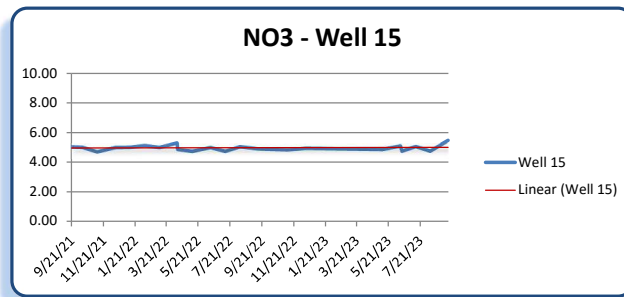
Location	Sample Collected	Results Received	Results	Lab
11	9/21/21	9/29/21	2.58	MVTL
11	10/19/21	11/8/21	2.06	MVTL
11	11/16/21	12/2/21	2.27	MVTL
11	12/21/21	12/30/21	2.10	MVTL
11	1/18/22	1/31/22	2.37	MVTL
11	2/15/22	2/28/22	2.36	MVTL
11	3/15/22	3/17/22	1.92	MVTL
11	4/18/22	5/12/22	2.40	MDH
11	4/19/22	4/28/22	2.25	MVTL
11	5/17/22	5/27/22	2.28	MVTL
11	6/21/22	6/23/22	1.82	MVTL
11	7/19/22	7/28/22	1.75	MVTL
11	8/16/22	8/30/22	1.78	MVTL
11	9/20/22	9/29/22	1.74	MVTL
11	10/18/22	10/21/22	1.71	MVTL
11	11/15/22	12/21/22	2.04	MVTL
11	12/20/22	12/21/22	2.10	MVTL
11	1/24/23	3/10/23	2.08	MVTL
11	2/21/23	2/28/23	2.11	MVTL
11	4/4/23	4/6/23	1.98	MVTL
11	4/18/23	5/4/23	1.68	MVTL
11	5/2/23	5/5/23	1.96	MVTL
11	5/16/23	5/25/23	2.09	MVTL
11	6/5/23	7/19/23	2.50	MDH
11	6/6/23	6/12/23	1.68	MVTL
11	7/11/23	7/14/23	1.95	MVTL
11	8/1/23	8/7/23	1.82	MVTL
11	9/5/23	9/14/23	2.30	MVTL



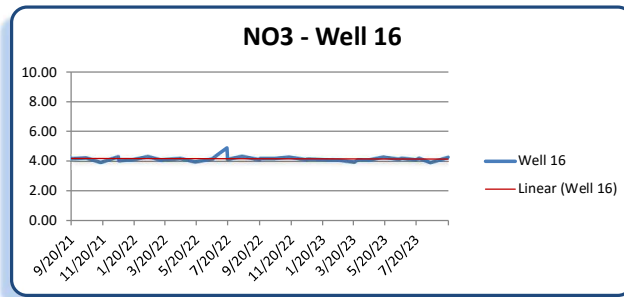
12	12/8/20	12/28/20	0.69	MVTL
12	3/9/21	3/23/21	0.60	MVTL
12	6/1/21	6/7/21	0.57	MVTL
12	9/14/21	9/29/21	0.59	MVTL
12	12/14/21	12/27/21	0.50	MVTL
12	3/23/22	4/6/22	0.48	MVTL
12	6/14/22	6/23/22	0.49	MVTL
12	9/13/22	9/21/22	0.46	MVTL
12	12/13/22	12/14/22	0.46	MVTL
13	12/1/20	12/9/20	0.98	MVTL
13	3/2/21	3/23/21	1.02	MVTL
13	12/7/21	12/15/21	1.03	MVTL
13	9/6/22	9/19/22	1.00	MVTL
13	12/6/22	12/8/22	0.89	MVTL
13	3/7/23	3/10/23	0.89	MVTL
13	6/6/23	6/12/23	0.83	MVTL
14	4/23/14	6/16/14	< 0.05	MDH
14	4/11/17	4/17/17	< 0.05	MVTL
14	9/5/17	9/26/17	< 0.05	MVTL
14	12/5/17	12/22/17	< 0.05	MVTL
14	3/6/18	3/26/18	< 0.05	MVTL
14	6/5/18	6/14/18	< 0.05	MVTL



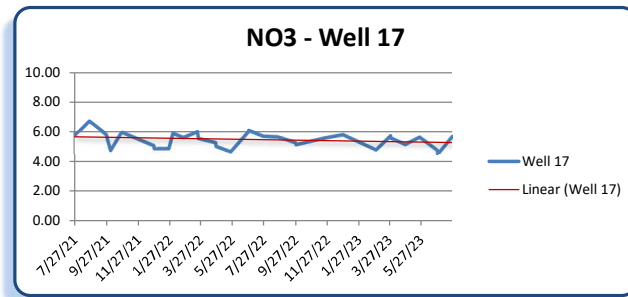
Location	Sample Collected	Results Received	Results	Lab
15	9/21/21	9/29/21	5.04	MVTL
15	10/12/21	10/20/21	5.02	MVTL
15	11/9/21	11/16/21	4.72	MVTL
15	12/14/21	12/27/21	5.00	MVTL
15	1/11/22	1/31/22	5.02	MVTL
15	2/8/22	2/23/22	5.13	MVTL
15	3/8/22	3/14/22	5.00	MVTL
15	4/11/22	4/26/22	5.30	MDH
15	4/12/22	4/22/22	4.88	MVTL
15	5/10/22	5/18/22	4.76	MVTL
15	6/14/22	6/23/22	5.01	MVTL
15	7/12/22	7/27/22	4.76	MVTL
15	8/9/22	8/18/22	5.05	MVTL
15	9/13/22	9/21/22	4.92	MVTL
15	11/8/22	11/10/22	4.86	MVTL
15	12/13/22	12/14/22	4.96	MVTL
15	5/9/23	5/16/23	4.88	MVTL
15	6/12/23	7/19/23	5.10	MDH
15	6/15/23	6/22/23	4.77	MVTL
15	7/11/23	7/14/23	5.07	MVTL
15	8/8/23	8/10/23	4.77	MVTL
15	9/12/23	9/14/23	5.47	MVTL



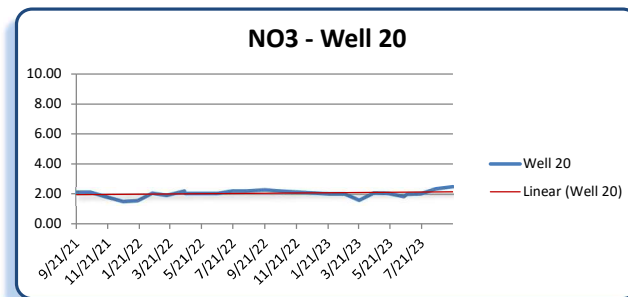
16	9/20/21	11/8/21	4.20	MDH
16	9/21/21	9/29/21	4.18	MVTL
16	10/19/21	11/8/21	4.23	MVTL
16	11/16/21	12/2/21	3.93	MVTL
16	12/20/21	1/31/22	4.30	MDH
16	12/21/21	12/30/21	4.04	MVTL
16	1/18/22	1/31/22	4.12	MVTL
16	2/15/22	2/28/22	4.32	MVTL
16	3/15/22	3/17/22	4.07	MVTL
16	3/15/22	4/6/22	4.10	MDH
16	4/19/22	4/28/22	4.19	MVTL
16	5/17/22	5/27/22	3.97	MVTL
16	6/21/22	6/23/22	4.17	MVTL
16	6/21/22	7/11/22	4.20	MDH
16	7/18/22	8/16/22	4.90	MDH
16	7/19/22	7/28/22	4.13	MVTL
16	8/16/22	8/30/22	4.33	MVTL
16	9/19/22	10/25/22	4.10	MDH
16	9/20/22	9/29/22	4.19	MVTL
16	10/18/22	10/21/22	4.19	MVTL
16	11/15/22	12/21/22	4.28	MVTL
16	12/19/22	4/6/23	4.10	MDH
16	12/20/22	12/21/22	4.15	MVTL
16	1/24/23	3/10/23	4.10	MVTL
16	2/21/23	2/28/23	4.08	MVTL
16	3/21/23	3/29/23	3.95	MVTL
16	3/28/23	6/13/23	4.10	MDH
16	4/18/23	5/4/23	4.09	MVTL
16	5/16/23	5/25/23	4.28	MVTL
16	6/15/23	6/22/23	4.14	MVTL
16	6/21/23	9/27/23	4.20	MDH
16	7/18/23	7/20/23	4.10	MVTL
16	7/24/23	8/10/23	4.20	MDH
16	8/15/23	8/16/23	3.92	MVTL
16	9/19/23	9/27/23	4.26	MVTL



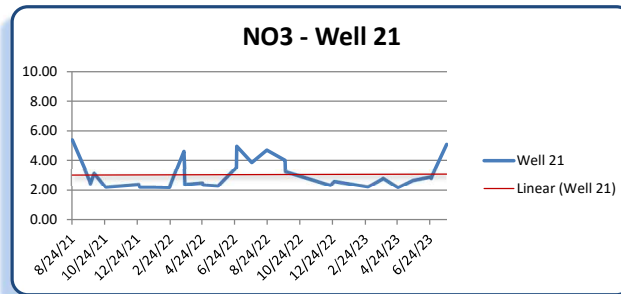
Location	Sample Collected	Results Received	Results	Lab
17	7/27/21	8/12/21	5.75	MVTL
17	8/24/21	9/7/21	6.73	MVTL
17	9/27/21	11/8/21	5.80	MDH
17	9/28/21	10/4/21	5.60	MVTL
17	10/5/21	10/14/21	4.79	MVTL
17	10/26/21	11/5/21	5.98	MVTL
17	12/27/21	1/31/22	5.10	MDH
17	12/28/21	1/10/22	4.90	MVTL
17	1/25/22	2/7/22	4.91	MVTL
17	2/2/22	4/25/22	5.90	MDH
17	2/22/22	3/4/22	5.62	MVTL
17	3/21/22	4/6/22	6.00	MDH
17	3/23/22	4/6/22	5.56	MVTL
17	4/25/22	6/2/22	5.30	MDH
17	4/26/22	4/28/22	5.05	MVTL
17	5/24/22	6/6/22	4.70	MVTL
17	6/27/22	8/16/22	6.00	MDH
17	6/28/22	7/11/22	6.09	MVTL
17	7/26/22	8/4/22	5.71	MVTL
17	8/23/22	9/9/22	5.67	MVTL
17	9/26/22	10/25/22	5.30	MDH
17	9/27/22	10/10/22	5.16	MVTL
17	11/22/22	3/10/23	5.60	MDH
17	12/27/22	2/24/23	5.81	MVTL
17	12/27/22	4/6/23	5.80	MDH
17	2/28/23	3/10/23	4.82	MVTL
17	3/28/23	4/4/23	5.74	MVTL
17	3/28/23	6/13/23	5.60	MDH
17	4/24/23	5/25/23	5.20	MDH
17	4/25/23	5/4/23	5.18	MVTL
17	5/23/23	6/7/23	5.65	MVTL
17	6/26/23	9/27/23	4.80	MDH
17	6/27/23	6/30/23	4.55	MVTL
17	7/25/23	7/31/23	5.69	MVTL



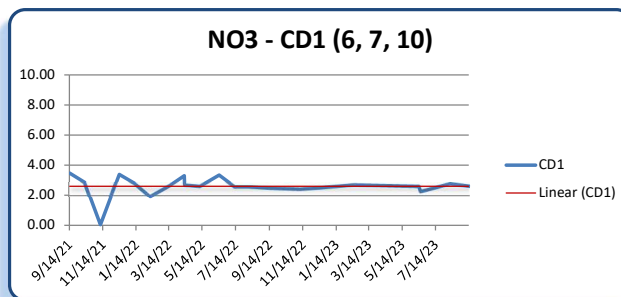
20	9/21/21	9/29/21	2.13	MVTL
20	10/19/21	11/8/21	2.13	MVTL
20	11/16/21	12/2/21	1.85	MVTL
20	12/21/21	12/30/21	1.54	MVTL
20	1/18/22	1/31/22	1.60	MVTL
20	2/15/22	2/28/22	2.06	MVTL
20	3/15/22	3/17/22	1.93	MVTL
20	4/18/22	5/12/22	2.20	MDH
20	4/19/22	4/28/22	2.05	MVTL
20	5/17/22	5/27/22	2.05	MVTL
20	6/21/22	6/23/22	2.05	MVTL
20	7/19/22	7/28/22	2.20	MVTL
20	8/16/22	8/30/22	2.20	MVTL
20	9/20/22	9/29/22	2.28	MVTL
20	10/18/22	10/21/22	2.20	MVTL
20	1/24/23	3/10/23	2.01	MVTL
20	2/21/23	2/28/23	2.01	MVTL
20	3/21/23	3/29/23	1.62	MVTL
20	4/18/23	5/4/23	2.08	MVTL
20	5/16/23	5/25/23	2.05	MVTL
20	6/15/23	6/22/23	1.86	MVTL
20	6/21/23	7/19/23	2.00	MDH
20	7/18/23	7/20/23	2.03	MVTL
20	8/15/23	8/16/23	2.34	MVTL
20	9/19/23	9/27/23	2.49	MVTL



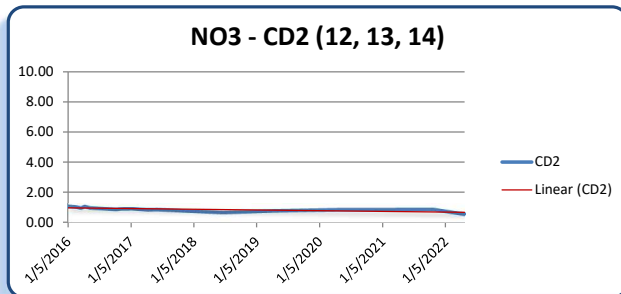
Location	Sample Collected	Results Received	Results	Lab
21	8/24/21	9/7/21	5.39	MVTL
21	9/27/21	11/8/21	2.60	MDH
21	9/28/21	10/4/21	2.45	MVTL
21	10/5/21	10/14/21	3.12	MVTL
21	10/26/21	11/5/21	2.22	MVTL
21	12/27/21	1/31/22	2.40	MDH
21	12/28/21	1/10/22	2.22	MVTL
21	1/25/22	2/7/22	2.22	MVTL
21	2/22/22	3/4/22	2.20	MVTL
21	3/21/22	4/6/22	4.60	MDH
21	3/23/22	4/6/22	2.40	MVTL
21	4/25/22	5/23/22	2.50	MDH
21	4/26/22	4/28/22	2.36	MVTL
21	5/24/22	6/6/22	2.30	MVTL
21	6/27/22	8/16/22	3.50	MDH
21	6/28/22	7/11/22	4.97	MVTL
21	7/26/22	8/4/22	3.87	MVTL
21	8/23/22	9/9/22	4.70	MVTL
21	9/26/22	10/25/22	4.00	MDH
21	9/27/22	10/6/22	3.24	MVTL
21	12/20/22	12/21/22	2.34	MVTL
21	12/27/22	4/6/23	2.60	MDH
21	2/28/23	3/10/23	2.23	MVTL
21	3/28/23	4/4/23	2.78	MVTL
21	3/28/23	6/13/23	2.80	MDH
21	4/25/23	5/4/23	2.19	MVTL
21	5/23/23	6/7/23	2.66	MVTL
21	6/26/23	7/19/23	2.90	MDH
21	6/26/23	9/27/23	2.80	MDH
21	6/27/23	6/30/23	2.91	MVTL
21	7/25/23	7/31/23	5.09	MVTL



Combined Discharge - Wells 6-7-10				
CD 1	9/14/21	9/29/21	3.46	MVTL
CD 1	10/12/21	10/20/21	2.86	MVTL
CD 1	11/9/21	11/16/21	< 0.05	MVTL
CD 1	12/14/21	12/27/21	3.39	MVTL
CD 1	1/11/22	1/31/22	2.79	MVTL
CD 1	2/8/22	2/23/22	1.92	MVTL
CD 1	3/15/22	3/17/22	2.63	MVTL
CD 1	4/11/22	4/26/22	3.30	MDH
CD 1	4/12/22	4/22/22	2.69	MVTL
CD 1	5/10/22	5/18/22	2.60	MVTL
CD 1	6/14/22	6/23/22	3.33	MVTL
CD 1	7/12/22	7/27/22	2.57	MVTL
CD 1	8/9/22	8/18/22	2.57	MVTL
CD 1	9/13/22	9/21/22	2.49	MVTL
CD 1	11/8/22	11/10/22	2.42	MVTL
CD 1	12/13/22	12/14/22	2.50	MVTL
CD 1	2/14/23	2/16/23	2.70	MVTL
CD 1	6/12/23	7/19/23	2.60	MDH
CD 1	6/15/23	6/22/23	2.26	MVTL
CD 1	7/11/23	7/14/23	2.51	MVTL
CD 1	8/8/23	8/10/23	2.78	MVTL
CD 1	9/12/23	9/14/23	2.62	MVTL




Combined Discharge - Wells 12-13-14				
CD 2	1/5/2016	1/13/2016	1.08	MVTL
CD 2	2/23/2016	2/29/2016	1.03	MVTL
CD 2	3/22/2016	3/28/2016	0.96	MVTL
CD 2	4/12/2016	4/19/2016	1.07	MVTL
CD 2	5/10/2016	5/16/2016	0.98	MVTL
CD 2	5/10/2016	6/2/2016	0.97	MDH
CD 2	7/12/2016	7/18/2016	0.93	MVTL
CD 2	10/11/2016	10/17/2016	0.87	MVTL
CD 2	11/8/2016	11/17/2016	0.91	MVTL
CD 2	1/10/2017	1/20/2017	0.92	MVTL
CD 2	4/11/2017	4/17/2017	0.85	MVTL
CD 2	6/8/2017	6/28/2017	0.86	MDH
CD 2	6/22/2018	7/18/2018	0.67	MDH
CD 2	4/16/2019	5/1/2019	0.78	MDH
CD 2	4/27/2020	6/5/2020	0.86	MDH
CD 2	10/25/2021	11/15/2021	0.87	MDH
CD 2	4/25/2022	5/23/2022	0.56	MDH
CD 2	6/5/2023	7/19/2023	0.79	MDH





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To: SPU Commissioners

From: Greg Drent, General Manager 

Date: September 27, 2023

Subject: MMPA September 2023 Meeting Update

The Board of Directors of the Minnesota Municipal Power Agency (MMPA) met on September 26, 2023, at Chaska City Hall in Chaska, Minnesota and via videoconference.

The Board reviewed the Agency's financial and operating performance for August 2023.

Customer penetration for the residential Clean Energy Choice program increased to 5.0%. There was an increase of 67 customers participating in the residential Clean Energy Choice program from July to August.

The Board discussed the current business environment.

The Board was informed that the Renewable Natural Gas (RNG) project at Hometown BioEnergy had successfully injected RNG into the interstate pipeline system.

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



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DATE: September 27, 2023
TO: Greg Drent, General Manager *gld*
FROM: Kelley Willemssen, Director of Finance & Administration *kw*
SUBJECT: WATER CAPACITY PAYMENT AGREEMENT

Background:

The commission approved staff to move forward with finalizing a new water capacity agreement to mitigate the risks of unpaid balances to SPU. The new agreement would require all parties paying for the water capacity charges to sign the agreement, provide a financial security instrument to secure payment, and be available only to projects with four or more SAC units.

Staff met with legal counsel Kathleen Brennan in September to prepare the agreement. The following attachments are included with this memo for review and approval:

- Water Capacity Payment Agreement
- Promissory Note
- Confession of Judgement

Requested Action:

Approve water capacity agreement and supplemental documents necessary to assist SPU in securing and enforcing rights provided in the agreement.

Water Capacity Charge Agreement

This Water Capacity Charge Agreement (the "Agreement") is entered into this _____ day of _____, 20____ by the Shakopee Public Utilities Commission, a municipal utilities commission organized under Minnesota law ("SPU"), and _____(the "Owner"), _____(the "Tenant"), and _____(the "Occupant") (the Owner, Tenant, and Occupant collectively the "Customer"), each a "Party" and collectively, the "Parties."

Recitals

A. The Owner is the fee owner of certain real estate in Scott County, Minnesota described as follows:

_____ (the "Property"). The Owner has permitted the Tenant and the Occupant to access or use all or a portion of the Property.

B. SPU provides municipal water service and is authorized to issue charges related to waterworks systems, including, but not limited to the authority to build, construct, enlarge, improve or in any manner obtain, maintain, and operate facilities. SPU has established water capacity charges based upon a SAC unit determination. Rather than requiring an up-front payment of these charges, to assist development for a project with at least 4 SAC units, SPU may spread payments over a three-year period, as further set forth in this Agreement.

C. The Met Council has issued a SAC Unit Determination letter dated _____ with respect to the private project on the Property. The Parties desire to set forth the terms and conditions for water capacity charges for the Property.

NOW, THEREFORE, in consideration of the mutual promises, undertakings and covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Conditions Precedent. This Agreement will not take effect unless and until Customer has completed all of the following items:

a. Completed the first payment described in Section 2, contemporaneous with the issuance of a building permit for the Property;

b. Execution of this Agreement, as well as the promissory note and the confession of judgment described in Section 5; and

c. Provided satisfactory Financial Security, as defined and described in Section 4, to SPU.

2. Payment Terms. The Parties acknowledge and agree that water capacity charges for the Property in the amount of \$_____ (the “WCC”) is owed to SPU by Owner, Tenant, and Occupant, jointly and severally. Payment for the WCC to SPU shall be made in four (4) equal installments over a period of three (3) years. The first payment is due with the signature of this Agreement, contemporaneous with the issuance of a building permit for the Property. The following three WCC payments are due annually. The following chart summarizes the payments due:

Invoice Date	Period	Due date	Amount of Invoice	Running total of amount Paid	Description
N/A		Before signature			1 of 4
	1				2 of 4
	2				3 of 4
	3				4 of 4

3. Late Fee; Other Obligations. In addition to all other remedies provided herein, the failure to timely pay the WCC will result in a penalty equal to 5% of the unpaid balance automatically being added. Nothing in this Agreement modifies the monthly utility bill(s) or any other SPU fee relating to the Property, which will continue to be due and payable.

4. Financial Security.

(a) Contemporaneous with signature of this Agreement, Customer shall provide financial security in a form and manner acceptable to SPU (“Financial Security”) to assure payment of the WCC. The Financial Security may be presented as a surety bond or an irrevocable standby letter of credit by a financial institution with an unsecured bond credit rating equivalent at all times to (a) A- or better as determined by Standard & Poor’s Rating Services and (b) A3 or better from Moody’s investors Service, Inc., or (c) if these ratings are not available, equivalent ratings from alternate rating sources acceptable to SPU in its sole discretion (the “Issuer”). The Financial Security shall be an amount equal in value to (1) the amount of outstanding WCC under this Agreement, plus (2) five (5) percent of the amount of outstanding WCC under this Agreement. The amount of the Financial Security will decrease by the amount of each timely payment provided in Section 1. At all times during the Agreement, the Customer shall maintain the Financial Security in force and on deposit with SPU.

(b) SPU may draw on the Financial Security, in whole, in its sole discretion, upon any failure of Customer to timely pay or to satisfy any obligation under this Agreement. In the event that the Financial Security drawn or paid to SPU is insufficient to cover all amounts due from the Customer, the Customer shall be required to pay the full amount of the deficiency.

(c) Financial Security as a letter of credit must be issued by an Issuer chartered and domiciled in the United States, or by a branch bank located in the United States. The Customer shall immediately notify SPU if the Issuer fails to maintain the bond rating described in this Section and, shall within five (5) Business Days (where Business Day shall mean Monday through Friday, excluding federal holidays) deliver a replacement letter of credit in form and substance and as described in this Agreement that is acceptable to SPU in its sole discretion. The failure to deliver a replacement letter of credit from a qualifying Issuer will be considered a default under this Agreement and SPU shall have the right to draw immediately (or upon such time as SPU elects in its sole discretion) upon the remaining balance of the existing letter of credit and may, at the Customer's cost, place the amounts so drawn, to the extent not yet owing to SPU in an internal interest bearing escrow account owned and controlled by SPU (an "Escrow Account"). Each letter of credit shall permit partial and multiple drawings and presentations.

(d) The Customer may replace a letter of credit in form and substance and as described in this Agreement that is acceptable to SPU in its sole discretion, with another letter of credit from another Issuer meeting all requirements described above, provided however that the Customer has given at least one hundred twenty (120) calendar days' notice to SPU that a replacement letter of credit will be issued. Any replacement letter of credit(s) will be issued not later than sixty (60) calendar days before the expiration of the current letter of credit. SPU may immediately draw down the remaining balance of the current letter of credit if a replacement letter of credit is not delivered to SPU at least sixty (60) calendar days prior to the expiration of the current letter of credit and may, at the Customer's cost, place the amounts so drawn, but not yet owing to SPU, in an Escrow Account.

(e) Any funds placed into an Escrow Account hereunder shall constitute cash collateral securing the obligations of the Customer under the Agreement and shall be subject to disbursement to, or withdrawal by, SPU to satisfy any amounts owing by the Customer to SPU hereunder. The Customer hereby grants a security interest to SPU in any such cash collateral.

(f) The Financial Security obligations hereunder are in addition to, and not duplicative of, any other security obligations required of the Customer by SPU.

5. Additional Documents. The Customer shall execute the prepared promissory note and confession of judgment relating to the WCC. The Parties agree to prepare and execute such additional documents as are reasonably necessary to assist SPU in securing and enforcing rights provided in this Agreement.

6. Sale of Property. If the Property is sold before the completion of the WCC payments, the remaining balance shall be immediately due and payable.

7. Term. This Agreement shall remain in place until the later of (a) payment of all amounts owing to SPU hereunder; or (b) mutual agreement of the Parties.

8. Default; Acceleration. Each of the following shall constitute an event of default under this Agreement:

- (a) Customer fails to make any payment required under this Agreement and fails to pay the amount owing after five (5) days' notice.
- (b) Customer fails to provide or maintain Financial Security required under this Agreement.
- (c) Customer files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law.
- (d) Customer makes a general assignment for the benefit of its creditors.
- (e) Customer fails to perform any obligation in this Agreement other than payment within ten (10) days after SPU provides written notice.

If an event of default occurs, then SPU may, in its sole discretion, declare immediately due and payable the entire unpaid balance under this Agreement.

9. Remedies on Default. Whenever any event of default occurs, SPU reserves all remedies available under the law, including, but not limited to, drawing upon the Financial Security, certifying unpaid charges to County Auditor, disconnecting water service, and taking any action, at law or in equity, which may be necessary or desirable to enforce performance. Each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or permitted at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof.

10. Disconnection. If water service is disconnected, the total amount due, plus a reconnection fee, will be required to resume service. At the time of reconnection, SPU will only accept payment by cash, check, or money order.

11. Recording. This Agreement shall be filed with Scott County Recorder.

12. Forward Contract. The Parties acknowledge and agree that this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code.

13. Successors and Assignments. Each Party binds itself, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement. No Party shall assign this Agreement without the prior written consent of the other Parties.

14. Merger and Modification. It is understood and agreed that the entire agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. Any changes or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement.

5

(printed name)

Its: _____

[illegible]

The foregoing instrument was subscribed before me this _____ day of _____, 20__ .

Notary Public

[TENANT]

By: _____

(printed name)

Its: _____

[illegible]

The foregoing instrument was subscribed before me this _____ day of _____, 20__.

Notary Public

SHAKOPEE PUBLIC UTILITIES COMMISSION

By: _____
Greg Drent

Its: General Manager

[illegible]

The foregoing instrument was subscribed before me this _____ day of _____,
20____ .

Notary Public

PROMISSORY NOTE

FOR VALUE RECEIVED, _____ (Owner),
_____(Tenant), and _____(Occupant), collectively the "Debtor,"
do promise to pay to the Shakopee Public Utilities Commission ("SPU"), jointly or to order, the
principal sum of AMOUNT OF DOLLARS AND 00/100 (\$ AMOUNT). Payments shall be
made payable to the Shakopee Public Utilities Commission and delivered to: Shakopee Public
Utilities Commission, Attn: Finance Director, 255 Sarazin Street, Shakopee, Minnesota 55379.
The terms of payments shall be as follows:

The principal amount of AMOUNT OF DOLLARS AND 00/100 (\$ AMOUNT),
together with interest in the amount of five (5) percent in the event of any
untimely payments, to be paid in three (3) equal annual payments of AMOUNT
OF DOLLARS AND 00/100 (\$ AMOUNT) paid on the ____th of the month
beginning on _____, 20__, and continuing through _____, 20__. Each
payment must be properly addressed to SPU, deposited into the United States
Mail, and postmarked on or before the ____th day of the month.

The holder of this Note may at its option without notice declare this Note immediately
due and payable for the entire unpaid principal balance hereof hereon upon or at any time after
the occurrence of any of the following events:

- (1) Any default in the payment or obligations of this Note;
- (2) Any default under the terms or conditions of any security agreement or other
note, obligation, instrument, undertaking or agreement concurrently herewith or
heretofore or hereafter given to or acquired and held by the holder hereof to which
any maker, co-maker, endorser, surety, or guarantor hereof is a party; or
- (3) Any default or breach of the terms of the Water Capacity Charge Agreement
(the "Agreement") dated DATE with the Shakopee Public Utilities
Commission.

The option to accelerate may be exercised regardless of any prior forbearance.
Installment payments hereunder shall be applied in their inverse order of maturity. Debtor may
prepay this Note in part or in full without a penalty.

Debtor may prepay this Note in part or in full without penalty.

In the event of default, each maker, co-maker, endorser, surety, or guarantor hereof
jointly and severally agrees to be responsible for costs and expenses of suit, including reasonable
attorney fees of not less than \$800.00 incurred by the holder in enforcing this Note.

This Note is not an alteration to or an amendment to the Agreement to which the
undersigned is bound, and the obligations thereunder to SPU will only be extinguished pro tanto
upon receipt of the payments and satisfaction of the obligations set forth in this Note. In the

event of a breach of this Note, SPU may seek appropriate relief under the terms of the Agreement and as prescribed by applicable law, including but not limited to, certifying unpaid charges to the County Auditor or discontinuing utility service.

The holder of this Note agrees that it will provide each maker, co-maker, endorser, surety, and guarantor hereof with five (5) days notice of default and allowing such person(s) an opportunity to cure the default within such 5-day period. Failure to provide notice of a default shall not operate as a waiver for any subsequent default or otherwise operate to amend or alter the due date for the payments.

Each maker, co-maker, endorser, surety and guarantor hereof jointly and severally agrees to pay this Note and guarantees payment hereof. This Note shall be paid without claim of setoff, counterclaim, or deduction of any nature or for any cause.

Dated this ____ day of _____, 20__.

COMPANY NAME

By _____

Its _____

Subscribed and sworn to before
me this ____ day of _____, 2023.

Notary Public

COMPANY NAME

By _____

Its _____

Subscribed and sworn to before
me this ____ day of _____, 2023.

Notary Public

COMPANY NAME

By _____

Its _____

Subscribed and sworn to before
me this ____ day of _____, 2023.

Notary Public

CONFESSION OF JUDGMENT

_____, (Owner), _____ (Tenant),
_____, (Occupant), collectively, the "Makers," execute this Warrant of Attorney to enter a judgment by confession in connection with the following obligation:

1. STATEMENT OF FACTS OUT OF WHICH INDEBTEDNESS AROSE.

The Makers entered a Water Capacity Charge Agreement (the "Agreement") dated DATE with the Shakopee Public Utilities Commission ("SPU") in which they agreed to pay water capacity charges set forth in the Agreement. Contemporaneous with the execution of this Confession of Judgment, Makers also entered into a Promissory Note, the terms of which are incorporated herein, whereby Makers agreed to make one initial and three annual payments to SPU as set forth in the Promissory Note.

2. AGREEMENT.

In the event any Maker defaults on any of the payment obligations set forth in the Promissory Note, the Makers agree to pay SPU the amount of \$ AMOUNT, less any payments already made by Makers prior to the default.

3. WARRANT OF ATTORNEY.

In the event a Maker defaults on the payment obligations set forth in the Promissory Note which is attached hereto and incorporated herein by reference, the Makers authorize the law firm of McGrann Shea Carnival Straughn & Lamb, Chartered, or any other attorney designated by SPU, to appear at any court of record in the State of Minnesota, or any other State, at any time after said uncured default, and upon the filing of an Affidavit of Counsel regarding the default, to confess judgment against Makers in favor of SPU in the amount of \$ AMOUNT, less any payments already made by or on behalf of Makers, together with any costs and disbursements of the legal action brought thereon, including reasonable attorneys' fees. Makers waive and release all errors which may intervene in any such proceedings and consents to immediate entering, recording, and docketing of said judgment, and execution upon said judgment, hereby ratifying and confirming said action as said attorney for SPU may do by virtue thereof.

Makers specifically and voluntarily waive any hearing which may be required prior to obtaining judgment by confession and acknowledges that this Warrant of Attorney to Confess Judgment has been read by Makers or by their respective legal counsel and that Makers fully understand and agree to each and every provision hereof, hereby acknowledging receipt of a copy hereof.

The failure of SPU to enforce any rights to enter judgment by confession hereunder shall not constitute a waiver of its right to enter judgment by confession thereafter. This Confession of Judgment is given pursuant to Minn. Stat. § 548.22.

Dated: _____

By: _____

Subscribed and sworn to before
me this ____ day of _____, 2023.

Notary Public

Dated: _____

By: _____

Subscribed and sworn to before
me this ____ day of _____, 2023.

Notary Public

Dated: _____

By: _____

Subscribed and sworn to before
me this ____ day of _____, 2023.

Notary Public

VERIFICATION



STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

_____, being first duly sworn on oath, states and deposes that he/she has the capacity to execute this Confession of Judgment; that he/she has read the foregoing Confession of Judgment and knows the contents thereof; and that the same is true and correct of his/her own knowledge.

Subscribed and sworn to before me
this ____ day of _____, 2023.

Notary Public

**SHAKOPEE PUBLIC UTILITIES
MEMORANDUM**

TO: Greg Drent, General Manager 
FROM: Joseph D. Adams, Planning & Engineering Director 
SUBJECT: Lusignan Parcel at 3650 Eagle Creek Boulevard Closing
DATE: September 26, 2023

ISSUE

I am pleased to report that the closing occurred on Monday September 18th.

BACKGROUND

The Commission agreed to purchase the subject property for siting a future Water Treatment Plant (WTP).

DISCUSSION

There is a single-family house left on the property that will eventually have to be removed.

Staff is exploring options ranging from marketing the house intact to be moved by the purchaser to a new site, donating the house intact to an organization such as the Scott County CDA or Habitat for Humanity in a joint project, demolishing the house via wrecking ball or via a controlled burn by the Shakopee Fire Department as a training exercise.

In the interim staff is securing the site and the house to protect it from vandalism until it is disposed of by one of the methods listed above.

REQUESTED ACTION

This is an information item and there is no action to be taken at this time.

SHAKOPEE PUBLIC UTILITIES COMMISSION
NOTICE REGARDING EQUIVALENT
LATERAL WATERMAIN CONNECTION CHARGE

WHEREAS, in the ordinary course of business of providing water utility services to its customers, Shakopee Public Utilities (“SPU”) constructs and extends water mains according to its design criteria and requirements; and

WHEREAS, the Shakopee Public Utilities Commission (the “Commission”) previously adopted and recorded Resolution _____, as Document _____ (the “Resolution”) against the real property described in Exhibit A attached hereto; and

WHEREAS, the Commission wishes, in the interest of clarity and transparency, to provide this Notice regarding the imposition and rate for the equivalent lateral watermain connection charge contemplated by the Resolution (the “Charge”).

NOW, THEREFORE, NOTICE IS HEREBY GIVEN THAT:

1. The Charge contemplated by the Resolution is only due if and when SPU water service is connected to the applicable property (with all SPU standard requirements to receive water service).
2. The Charge, including any applicable interest, shall be set forth on the SPU Fee Schedule, posted on the SPU website (<https://shakopeeutilities.com/>), as amended from time to time.

This Notice was approved in the regular session of the Shakopee Public Utilities Commission, this ____ day of _____, 202__.

Commission President: Justin Krieg

ATTEST:

Commission Secretary: Greg Drent

EXHIBIT A

Description of Property

September 27, 2023

TO: Greg Drent, General Manager

FROM: Kelley Willemssen, Director of Finance & Administration *kw*

SUBJECT: 2024 Wage Ranges and Benefit Planning Assumptions

Background:

The Benefit and Compensation informal working group met on Monday, September 18th. The informal working group members included Commission President Krieg, Commissioner Letourneau, General Manager Greg Drent, Finance Director Kelley Willemssen. The discussion included the budget process and timeline, a review of the pay for performance design plan, wage range survey results, and a proposed wage range increase.

Below is an overview of the preliminary assumptions that will be used in the development of the 2024 Wage and Benefit budget.

- 4.0% increase for 2024 wage ranges (Non-Union)
- Wage and Benefit assumptions for union employees – Electric Department
- Pay for performance increases and Lump Sum Adjustment completed – week of Oct 9th
- Health Insurance premiums – 0% increase for 2024: SPU contribution, 100% employee, 80% dependents
- HSA annual contribution: Single \$1,550/Family \$2,100
- Dental Insurance premiums for 2024 - Currently underway, possibly moving to HealthPartners Plan (includes 2% decrease to medical premiums)
- LTD Insurance premiums - 0% increase for 2024: SPU Contribution – 100%
- Life Insurance premiums – 0% increase for 2024: SPU Contribution – 100% (\$25,000 Plan)

Attached is a presentation reviewing the above bullets in more detail.

Request

The commission is requested to approve the 2024 Wage Ranges and Benefit Planning Assumptions



2024 Budget Wage Ranges & Benefit Planning Assumptions

10/2/2023

Agenda

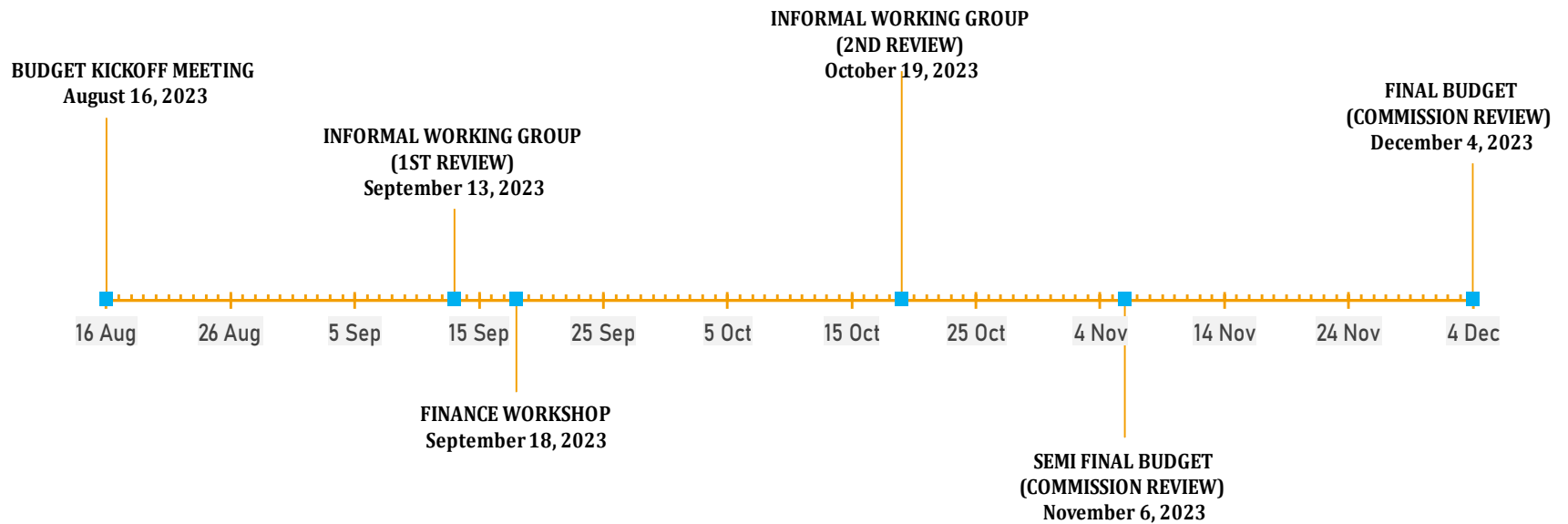
Budget Timeline

Benefit Review – 2024 Benefit Assumptions

Wage Trend Data & Range Increase Review
– 2024 Wage Assumptions

Informal Working Group Meeting to review budget
assumptions – October 19, 2023

Timeline for Budget Process



Benefit Review – Medical Renewal Recap

2018 Renewal - Moved from small group to large group resulted in a 28% increase

Increased deductible plan & increased HSA

New election options were added, family coverage increased 42.7%

Out of Pocket Max: \$2,700(Single)/\$5,400(Family) (100% coverage after deductible is met)

SPU HSA Contribution - \$1,620 (Single)/\$3,240 (Family)

2019 Renewal - Resulted in a 4.5% increase. Plan remained the same

Plan stayed the same

SPU HSA Contribution - \$1,620 (Single)/\$3,240 (Family)

2020 Renewal - Resulted in a 29% increase. Plan changes decreased impact to 11% overall increase

Implemented the \$3,500-80% plan

Out of Pocket Max: \$5,000(Single)/\$10,000(Family) (80% coverage after deductible is met)

SPU HSA Contribution - \$1,050 (Single)/\$2,100 (Family)

2021 Renewal - Resulted in a 4% increase

Plan stayed the same

Premiums decreased by 5% for Employees(SPU employer contribution increased from 71.2% to 75%)

2022 Renewal - Resulted in 2% increase with a 7% cap for 2023

Out of Pocket Max: \$3500(single)/\$7000(Family)-100% coverage after deductible is met

SPU HSA Contribution - \$1,050 (Single)/\$2,100 (Family)

2023 Renewal - Resulted in 11% decrease with a 0% increase for 2024

Out of Pocket Max: \$3500(single)/\$7000(Family)-100% coverage after deductible is met

SPU Contribution: 100% employee: 80% Dependents

SPU HSA Contribution - \$1,550 (Single)/\$2,100 (Family)

Benefit Review – 2024 Renewals

2024 Medical Renewal – New 2 Year Contract

- 0% for 2024 renewal, 2025 Renewal cap 9% – HealthPartners

2024 – Long Term Disability Renewal - no changes

2024 – Life Insurance Renewal - no changes

2024 – Dental Renewal

- Current provider Delta Dental has not released renewals
- Looking at dental option, with same coverage, through HealthPartners, would receive a 2% decrease to medical, proposal underway

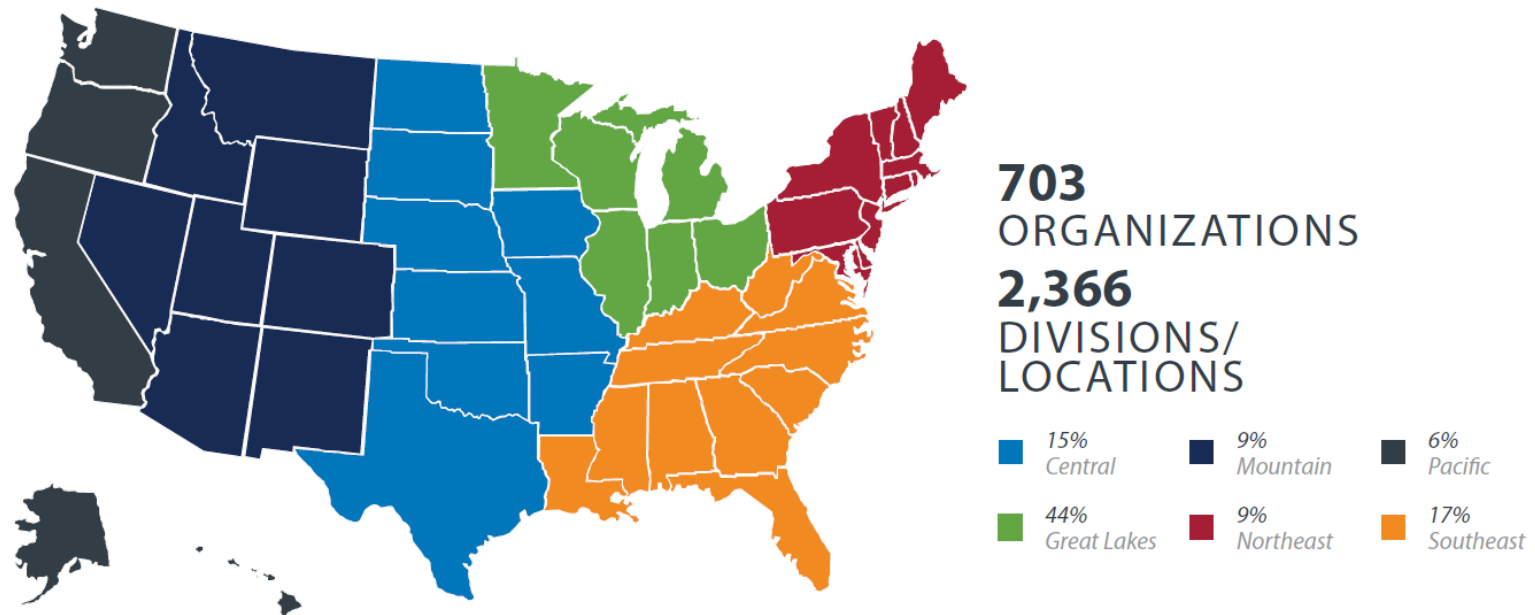
Budget Assumptions - Benefits

- ❖ SPU Medical contribution 100% Employee, 80% Dependents
- ❖ SPU Dental contribution: 100% Employee, 80% Dependents
- ❖ SPU Long Term Disability contribution 100%
- ❖ SPU Life Ins – \$25,000 Plan – contribution 100%

2023 MRA

COMPENSATION TRENDS SURVEY PROFILE—OVERALL

*U.S. Regions & States**

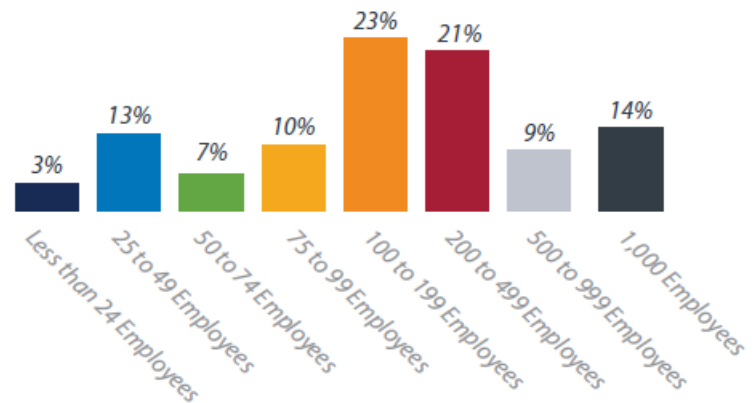
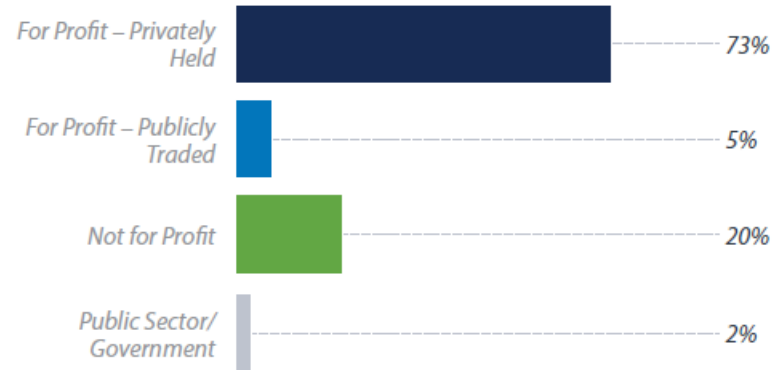


2023 MRA – Minnesota Data



256
ORGANIZATIONS

GREAT LAKES REGION		# of Org's
Illinois		141
Indiana		55
Michigan		52
Minnesota		256
Ohio		53
Wisconsin		495



2023 MRA – Minnesota Data (Wage increases by employee group last 12 months)

Wage increases by employee group over the last 12 months (excluding zeros)			Industry		Profit Status	
			Manufacturing	Non-Manufacturing	For Profit	Not for Profit
Total Count (Answering)			244	140	189	55
Overall	Average % pay increase for last 12 mo.	4.4%	4.4%	4.4%	4.4%	4.2%
	% of employees that received increases	94.4%	95.8%	93.4%	96.0%	87.6%
	Number of months between increases	11.7	11.9	11.6	11.8	11.8
Total Count (Answering)			203	118	153	50
Executive	Average % pay increase for last 12 mo.	4.9%	5.1%	4.7%	5.1%	4.3%
	% of employees that received increases	93.2%	95.9%	91.2%	94.5%	88.8%
	Number of months between increases	11.8	12.1	11.7	11.8	11.9
Total Count (Answering)			238	136	184	54
Managerial, Supervisory & Professional	Average % pay increase for last 12 mo.	4.4%	4.3%	4.4%	4.4%	4.3%
	% of employees that received increases	95.2%	96.0%	94.7%	96.2%	91.8%
	Number of months between increases	11.8	12.1	11.5	11.8	11.7
Total Count (Answering)			235	134	181	54
Office, Technical & Service	Average % pay increase for last 12 mo.	4.4%	4.4%	4.5%	4.4%	4.5%
	% of employees that received increases	93.9%	95.1%	93.0%	95.6%	88.2%
	Number of months between increases	11.7	12.0	11.5	11.7	11.7
Total Count (Answering)			32	19	26	6
Production & Maintenance (Union)	Average % pay increase for last 12 mo.	3.9%	3.8%	3.9%	3.9%	3.8%
	% of employees that received increases	95.0%	98.7%	92.5%	99.4%	76.3%
	Number of months between increases	11.4	11.0	11.7	11.3	12.0
Total Count (Answering)			149	53	133	16
Production & Maintenance (Non-Union)	Average % pay increase for last 12 mo.	4.4%	4.3%	4.4%	4.4%	4.3%
	% of employees that received increases	94.2%	93.5%	95.5%	94.4%	92.9%
	Number of months between increases	12.1	12.5	11.6	12.2	11.7

2023 MRA – Minnesota Data (Wage increases by employee group next 12 months)

Wage increases by employee group in the next 12 months (excluding zeros)			Industry		Profit Status	
	Total		Manufacturing	Non-Manufacturing	For Profit	Not for Profit
Total Count (Answering)	402		210	192	322	80
Overall	Average % pay increase for next 12 mo.	3.7%	3.6%	3.9%	3.7%	3.6%
	% of employees receiving increases	96.0%	97.7%	94.2%	96.8%	92.8%
	Number of months between increases	11.9	12.0	11.8	12.0	11.9
Total Count (Answering)	314		150	164	238	76
Executive	Average % pay increase for next 12 mo.	3.9%	3.8%	4.1%	4.0%	3.9%
	% of employees receiving increases	94.7%	95.4%	94.0%	94.8%	94.4%
	Number of months between increases	12.1	12.1	12.1	12.1	12.0
Total Count (Answering)	383		199	184	305	78
Managerial, Supervisory & Professional	Average % pay increase for next 12 mo.	3.8%	3.6%	3.9%	3.8%	3.7%
	% of employees receiving increases	95.8%	96.7%	94.8%	95.8%	95.5%
	Number of months between increases	11.8	11.9	11.8	11.9	11.8
Total Count (Answering)	384		201	183	306	78
Office, Technical & Service	Average % pay increase for next 12 mo.	3.7%	3.6%	3.8%	3.7%	3.6%
	% of employees receiving increases	94.9%	96.5%	93.2%	95.4%	93.2%
	Number of months between increases	11.8	11.9	11.8	11.9	11.7
Total Count (Answering)	45		27	18	40	5
Production & Maintenance (Union)	Average % pay increase for next 12 mo.	3.5%	3.1%	4.1%	3.5%	3.5%
	% of employees receiving increases	98.5%	100.0%	96.3%	99.7%	87.5%
	Number of months between increases	11.9	12.0	11.6	11.8	12.0
Total Count (Answering)	276		195	81	248	28
Production & Maintenance (Non-Union)	Average % pay increase for next 12 mo.	3.6%	3.6%	3.7%	3.7%	3.3%
	% of employees receiving increases	97.8%	99.7%	93.0%	98.3%	93.3%
	Number of months between increases	12.1	12.3	11.7	12.1	11.9

2023 MRA – Minnesota Data (Wage increases for HIGH PERFORMERS)

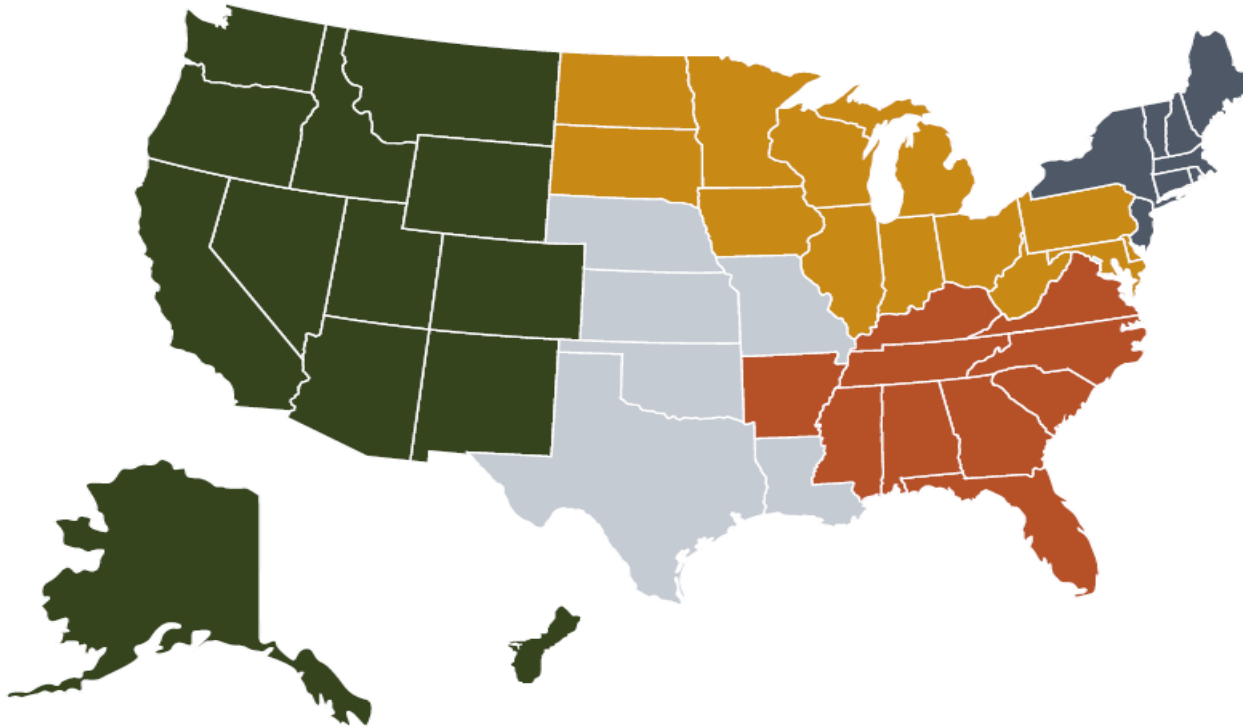
Average percent increase for high performers and high potential employees			Industry		Profit Status	
Total			Manufacturing	Non-Manufacturing	For Profit	Not for Profit
Total Count (Answering)			196	184	310	70
2023 Actual	Excluding zeros	6.3%	6.3%	6.2%	6.4%	5.5%
	Including zeros	5.9%	6.0%	5.9%	6.1%	5.1%
Total Count (Answering)			187	175	296	66
2024 Projected	Excluding zeros	5.6%	5.7%	5.5%	5.8%	4.4%
	Including zeros	5.3%	5.4%	5.1%	5.5%	4.1%

2022 Public Power Salary Survey



North Central

Delaware, Illinois, Indiana, Iowa, Maryland, Michigan, Minnesota, North Dakota, Ohio, Pennsylvania, South Dakota, West Virginia, Wisconsin



2022 Public Power Salary Survey

Table 12A: Planned Salary Increases for 2023

Revenue (in millions)	Number of Responses	Mean	Median
Less Than \$3	62	4.32%	3.00%
\$3-\$6	47	3.58%	3.00%
\$6-\$10	45	3.42%	3.00%
\$10-\$15	43	3.78%	3.00%
\$15-\$25	45	4.56%	5.00%
\$25-\$50	74	3.72%	4.00%
\$50-\$100	39	3.81%	4.75%
\$100 or more	42	3.74%	5.00%
TOTAL	397	3.90%	3.00%

2022 Public Power Salary Survey – Utilities included in Report

- Brainerd Public Utilities
- City of Alexandria
- City of Arlington
- City of Austin
- City of Moorehead
- Fairmont Public Utilities Commission
- Glencoe Light and Power Commission
- Grand Rapids Public Utilities Commission
- Hutchinson Utilities Commission
- New Prague Utilities Commission
- Shakopee Public Utilities Commission
- Rochester Public Utilities Commission

Market Trends for Pay raises in 2024

SHRM

Employers Budgeting 4% Pay Raises in 2024

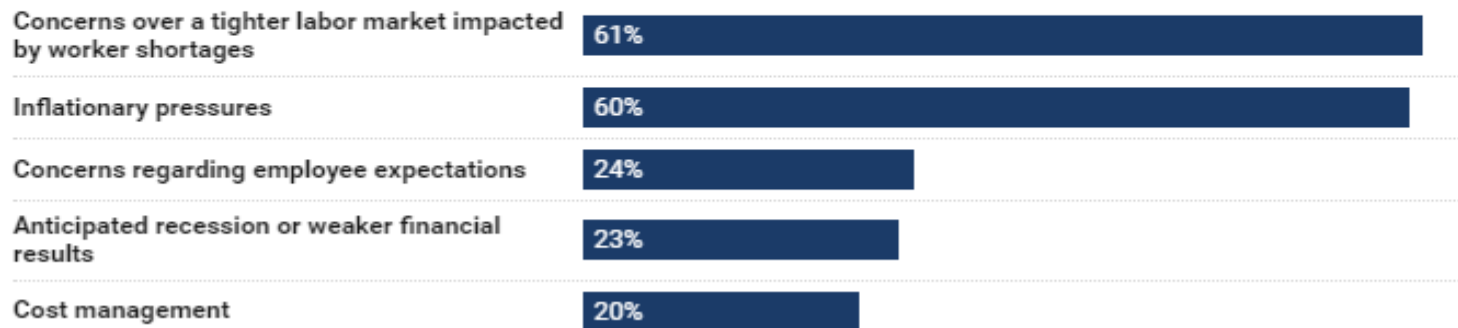


By Kathryn Mayer

July 18, 2023

What's Driving Compensation Changes in 2023?

Many factors continue to affect employers' evolving compensation strategies. The most commonly cited concerns among those expecting changes in their 2023 salary budgets are:



These factors continue to drive competitive pay hikes in 2024

Budget Assumptions – Wages

- ❖ Wage Range Increase (Non–Union) - 4.0%
- ❖ Pay for Performance Increases (Non–Union) effective Jan. 1 (Compensation Plan Design adopted - 9/7/2021)
 - Total Compensation Philosophy
 1. 2021 – Formal pay ranges were established
 2. Base pay/Ranges: 80 to 120% Salary Range Spread
 3. Salary minimum, midpoints and maximums were established
 4. Target pay between 96% and 104% of midpoint
 5. Salary Range adjustments on an annual basis to ensure each range is relative to the market
 6. Individual performance-based increases (merit increase grid)
 - Reviews are underway & will be completed by 9/30/23 (Non–Union)
 - Union discussions underway & SPU is working on exchanging information – Electric Department

Pay for Performance Goals

- Compensation Plan that attracts and retains talent
- Compensation that recognizes and rewards performance
- Performance Plan that promotes excellence
- Process that is equitable across the entire organization
- Process that rewards employee engagement

Next Steps

- ❖ Staff to continue preparation of 2024 operating budget with approved wage range increase
- ❖ Informal working group to meet October 19th to review budget assumptions with wage range increase
- ❖ Commission meeting to review Semi Final Operating and CIP Budgets – November 6th
- ❖ Commission meeting for final approval of operating budget and CIP – December 5th



Questions?

10/2/2023



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

September 27, 2023

TO: Greg Drent, General Manager

FROM: Sharon Walsh, Director of Marketing, Key Accounts and Special Projects *SNW*

SUBJECT: AMI Opt-Out Follow Up Research and Recommendation

Overview

At the September 2023 Commission Meeting, staff presented information for AMI Opt-Out discussions in preparation for FAT meter installations. Commissioners requested staff do further research to address questions regarding accurate opt-out rates, the feasibility of manual readings and the necessary fees required to ensure associated expenses are covered.

- **Opt-Out Rates:** Original communications noted a national average of 1% or less. Further research has found no data to the contrary. All papers, articles and blogs use words such as, “few” or “minimal” opt-out requests. One article stated a study that included six different states saw a reduction in the number of customers who are asking to be left out of smart meter installations, and utility representatives are reporting opt-out numbers that are “barely one percent”. In the State of California, the largest utilities had to reduce their projected numbers to the CPUC for opt-out expenses because they were based on percentages that were too high. PG&E who serves 5.6 million electric customers estimated more than 2.9% and once AMI rolled out that number was 54,000 customers or .9%. Similarly, SDP&G had only 2721 residential opt-out customers from their 1.5 million electric meters (.2%). While there is no guarantee, it would seem highly probable that SPU would not have more than 1% of its customers opt out if the very liberal state of CA does not. Using 1% as the opt-out norm, SPU could anticipate a maximum of 150 +/- opt outs – even less when we take out apartments and townhomes with banked electric meters. Additionally, considering we have been using AMR technology since 2015 on all meter exchanges and new meter installations without a single complaint, one could anticipate an even lower number of opt-out requests.
- **Feasibility of manual readings and costs:** The good news is NISC is able to accept both AMI readings and reads collected from handheld reading equipment, similarly to what we do today with both AMR and manual reads. The bad news is SPU would need to invest significant dollars to be able to continue collecting manual reads with handheld readers. Not only are the FC300 handhelds beyond their intended use (support, repairs and replacements expired at the end of 2021), the software used with these handhelds expires in 2025. We would need to invest in a new software upgrade with annual licensing and service agreements, as well as the investment into new hardware for obtaining the reads. Based on current equipment and software expenses, the upfront outlay for software, hardware and maintenance would be in the tens of thousands of dollars with ongoing fees of several thousand dollars annually.

This expense could be spread across one customer, ten customers or one hundred customers. There is no way to know in advance so the investment would need to be made on a worst-case scenario assumption of very few customers, thus making this a cost prohibitive option.

If SPU were to allow an opt-out option we would literally be returning to a “paper-based” reading process that would require manual entry into the billing system. Aside from the labor expenses associated with this process, it is a step backward in quality control and data integrity. Staff does not see this as a viable or feasible solution.

How to proceed?

It should be noted Smart Meters meet FCC Safety Guidelines. The FCC consulted with the EPA, FDA, OSHA and NIOSH in adopting the current RF exposure guidelines and received their support for the guidelines. Additional facts related to Smart Meters and RF -

- 68% of all electric utility customers nationwide have a smart meter.
- Between 2010 and 2021 the number of AMI meters installed in the U.S. went from 20 million to 111 million.
- Of those utilities that have any AMI meter deployment, 84% of residential customers of municipal utilities have a smart meter; up to 96% of residential customers in co-ops.
- Smart Meters only transmit seconds per day.
 - o Whereas a cell phone is constantly transmitting unless it is powered off.
- Smart Meters transmit fewer RF emissions than a microwave.

Knowing all of this we still understand some customers will not be acceptable to having additional RF devices within their homes – which is the case with the water meter ERT. Staff is proposing a modified opt-out policy from last month.

- No opt-out option for externally mounted electric meters.
- Allow an opt-out option for internal water ERTs.
 - o A remote ERT would be mounted to the outside of the residence rather than inside the home.
 - o The customer is responsible for the cost to wire from the water meter to the exterior of their home and install the SPU water ERT to the home. SPU will connect the wires on both ends after the homeowner installation of wire and ERT.
 - o The cost of the external ‘mobile’ ERT is the same as the inside ‘PIT’ ERT.
 - o This option would not be marketed but would be available on a case-by-case basis as requested by customers.
 - o There would be no increased monthly billing to customers for this option.
 - o No additional installation cost if the request is received before an internal ERT has been installed. (Post-installation change fee TBD.)

Action Requested

Staff recommends the commission accept a no opt-out option for electric meters and an opt-out option for internal water ERTs, thus providing customers with an option but avoiding an expensive, antiquated, and manual process as a result.