

AGENDA
SHAKOPEE PUBLIC UTILITIES COMMISSION
REGULAR MEETING
March 4, 2024
at 5:00 PM

1. **Call to Order** at 5:00pm in the SPU Service Center, 255 Sarazin Street
 - 1a) Roll Call
2. **Communications**
3. **Consent Agenda**
 - C=> 3a) Approval of February 5, 2024 Minutes (GD)
 - C=> 3b) Approval of March 4, 2024 Agenda (JK)
 - C=> 3c) March 4, 2024 Warrant List (KW)
 - C=> 3d) Monthly Water Dashboard for January 2024 (LS)
 - C=> 3e) MMPA February 2024 Meeting Updated (GD)
 - C=> 3f) Res #2024-07 Resolution of Appreciation to Denise Berens (GD)
 - C=> 3g) Res #2024-08 Resolution Adopting Fees and Charges for 2024 (JA)
 - C=> 3h) Access to SPU-Owned Equipment – Policy Violation Penalty Process (SW)
 - C=> 3i) Res #2024-09 Resolution Approving of the Estimated Cost of Pipe Oversizing on the Watermain Project: Arbor Bluff 1st Addition (JA)
 - C=> 3j) Res #2024-10 Resolution Setting the Amount of the Trunk Water Charge, Approving of Its Collection and Authorizing Water services to Certain Property Described as: Arbor Bluff 1st Addition (JA)

*** Motion to approve the Consent Agenda
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: Finance**
 - 6a) SPU Investment Performance Review/Economic & Market Update (KW)
7. **Reports: Water Items**
 - 7a) Water System Operations Report – Verbal (LS)
 - 7b) County 800 MHz on Tower 3 (GD)
 - 7c) Lions Park Water Service/11th Ave Water Main Recon Project (JA)
8. **Reports: Electric Items**
 - 8a) Electric System Operations Report – Verbal (BC)
9. **Reports: General**
 - 9a) Marketing/Key Accounts Report – Verbal (SW)
 - 9b) Res# 2024-11 Resolution Approving Shakopee Public Utilities Commission’s Cogeneration and Small Power Production Tariff (JA)
 - 9c) General Manager Report – Verbal (GD)
 - 9d) SPU Union Negotiations (GD) *

*A portion of the meeting may be closed under Minnesota Statutes, Section 13D.03, subd. 1 to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals.
10. **Items for Future Agendas**
11. **Tentative Dates for Upcoming Meetings**
 - March 18, 2024 Workshop
 - April 1, 2024
 - May 6, 2024
12. **Adjournment**

MINUTES OF THE
SHAKOPEE PUBLIC UTILITIES COMMISSION
February 5, 2024
Regular Meeting

1. Call to Order. President Krieg called the February 5, 2024 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. Consent Agenda. Commissioner Mocol moved approval of the consent agenda: (a) Approval of January 8, 2024 minutes; (b) Approval of February 5, 2024 agenda; (c) February 5, 2024 Warrant List; (d) MMPA January 2024 Meeting Updates; (e) Supplemental PFAS Sampling Schedule; (f) PFAS Results – Advisory; and (g) Vehicle Equipment Purchases. Commissioner Fox seconded the motion. Ayes: Krieg, Letourneau, DuLaney, Fox, and Mocol. Nays: None.
3. Public Comment Period. No public comments were offered.
4. Liaison Report. Commissioner DuLaney noted a recent article in the St. Paul Business Journal concerning property in Shakopee.
5. Water Report. Lon Schemel, Water Superintendent, reported that rehabilitation of Well 11 has been completed. He noted that Wells 6 and 16 are scheduled to be redone this year, as part of the ten-year master schedule.
6. Res# 2024-06 Resolution Amending Resolution #2022-17 and adjusting the Amount of the Trunk Water Charge, approving of its collection and authorizing Water Service to certain properties described as: Whispering Water 2nd Addition. Joseph Adams, Planning and Engineering Director, explained that this resolution contains updated costs, as construction was not started in 2022 when the Commission adopted the initial resolution. Commissioner Mocol moved approval of Res# 2024-06, Resolution Amending Resolution #2022-17, as presented. Commissioner Fox seconded the motion. Ayes: Krieg, Letourneau, DuLaney, Fox, and Mocol. Nays: None.
7. Electric Report. Brad Carlson, Electric Superintendent, reported four outages since the last Commission meeting, including one large outage involving Circuit 71 and affecting 1,400 customer for 93 minutes, two small animal-related outages, and a blink at the Blue Lake Substation. He noted that Jack Schnitz successfully completed SPU's Apprentice Program. Mr. Carlson also reported that contractors will be working at the West Shakopee Substation and hope to energize it early next week.

8. Marketing/Key Accounts Report. Sharon Walsh, Director of Key Accounts/Marketing/Special Projects, provided an update on the Clean Energy Choice program. She also noted that SPU recently hosted a Boy Scout troop.
9. AMI – Access to SPU-Owned Equipment. Ms. Walsh explained SPU’s current policies requiring access to SPU equipment and the broader question of how to enforce these provisions, if necessary. The Commission discussed options, and directed staff to prepare a policy that includes a fee component as well as a disconnect option for continuing issues.
10. 2022 Conservation Results. Ms. Walsh presented the 2022 conservation results, noting that SPU exceeded the required 1.5% conservation spending at 1.65%. She reported that SPU achieved 7.3 million kWh savings, increased grants for low-income customers, and issued \$25,000 in solar rebates.
11. December 2023 Preliminary Financials. Kelley Willemssen, Director of Finance Administration, presented the preliminary financials for December 2023. She noted that the SPU audit is scheduled for the week of March 11th.
12. 2024 Goals. Greg Drent, General Manager, presented the proposed SPU goals for 2024. He highlighted the AMI system as a focus for 2024. President Krieg proposed adding a policy concerning back flow prevention. Commissioner Fox moved approval of the 2024 Goals, with the addition of the back flow prevention policy. Vice President Letourneau seconded the motion. Ayes: Krieg, Letourneau, DuLaney, Fox, and Mocol. Nays: None.
13. Organizational Update Version 12. Mr. Drent presented the proposed update to SPU’s Organizational Chart, with a title change of the Engineering Technician position to Engineering Project Coordinator, and the addition of one position, Project Accountant / Accountant, in the Finance Department. Commissioner Fox moved approval of the revised Organizational Chart as presented. Commissioner DuLaney seconded the motion. Ayes: Krieg, Letourneau, DuLaney, Fox, and Mocol. Nays: None.
14. General Manager Report. Mr. Drent presented updated drawings for the layout of the Commission meeting room. He also provided an update on pending projects.
15. Future Agenda Items. Vice President Letourneau asked about a potential policy update from MMUA on topics affecting municipal utilities.
16. Adjourn. Motion by Commissioner Fox, seconded by Commissioner DuLaney, to adjourn. Ayes: Krieg, Letourneau, DuLaney, Fox, and Mocol. Nays: None.

Greg Drent, Commission Secretary

AGENDA Proposed As Consent Item **3b**

**SHAKOPEE PUBLIC UTILITIES COMMISSION
REGULAR MEETING
March 4, 2024
at 5:00 PM**

1. **Call to Order** at 5:00pm in the SPU Service Center, 255 Sarazin Street
 - 1a) Roll Call
2. **Communications**
3. **Consent Agenda**
 - C=> 3a) Approval of February 5, 2024 Minutes (GD)
 - C=> 3b) Approval of March 4, 2024 Agenda (JK)
 - C=> 3c) March 4, 2024 Warrant List (KW)
 - C=> 3d) Monthly Water Dashboard for January 2024 (LS)
 - C=> 3e) MMPA February 2024 Meeting Updated (GD)
 - C=> 3f) Res #2024-07 Resolution of Appreciation to Denise Berens (GD)
 - C=> 3g) Res #2024-08 Resolution Adopting Fees and Charges for 2024 (JA)
 - C=> 3h) Access to SPU-Owned Equipment – Policy Violation Penalty Process (SW)
 - C=> 3i) Res #2024-09 Resolution Approving of the Estimated Cost of Pipe Oversizing on the Watermain Project: Arbor Bluff 1st Addition (JA)
 - C=> 3j) Res #2024-10 Resolution Setting the Amount of the Trunk Water Charge, Approving of Its Collection and Authorizing Water services to Certain Property Described as: Arbor Bluff 1st Addition (JA)

*** Motion to approve the Consent Agenda
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: Finance**
 - 6a) SPU Investment Performance Review/Economic & Market Update (KW)
7. **Reports: Water Items**
 - 7a) Water System Operations Report – Verbal (LS)
 - 7b) County 800 MHz on Tower 3 (GD)
 - 7c) Lions Park Water Service/11th Ave Water Main Recon Project (JA)
8. **Reports: Electric Items**
 - 8a) Electric System Operations Report – Verbal (BC)
9. **Reports: General**
 - 9a) Marketing/Key Accounts Report – Verbal (SW)
 - 9b) Res# 2024-11 Resolution Approving Shakopee Public Utilities Commission's Cogeneration and Small Power Production Tariff (JA)
 - 9c) General Manager Report – Verbal (GD)
 - 9d) SPU Union Negotiations (GD) *

*A portion of the meeting may be closed under Minnesota Statutes, Section 13D.03, subd. 1 to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals.
10. **Items for Future Agendas**
11. **Tentative Dates for Upcoming Meetings**
 - March 18, 2024 Workshop
 - April 1, 2024
 - May 6, 2024
12. **Adjournment**

SHAKOPEE PUBLIC UTILITIES COMMISSION

WARRANT LISTING

March 4, 2024

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 02/02/2024

RW BECK GROUP, INC, LEIDOS ENG. LL	\$15,000.00	WO#2376 E SHAKO PHASE 2 ENVIR ASSESSMENT
AAR BUILDING SERVICE CO.	\$4,173.19	FEB 2024 CLEANING
ALTEC INDUSTRIES INC	\$545.74	REPAIR PLATFORM STEP
AMARIL UNIFORM COMPANY	\$777.56	UNIFORMS WATER DEPT
ARROW ACE HARDWARE	\$54.78	WIRE CONNECTOR/CAULK TUBE
B & B TRANSFORMER INC	\$46,043.00	4 - 37.5 PAD RM TRANSFORMERS
BORDER STATES ELECTRIC SUPPLY	\$6,493.40	LUG 4/0 COMPRESSION
ANTHONY BREZINA	\$415.69	PER DIEM REIMB FOR ST CLOUD 1/2024
PRESTON COLEMAN	\$206.50	PER DIEM MMUA TRANSF SCHOOL MARSHALL MN
CORE & MAIN LP	\$3,120.00	METERS
DITCHWITCH OF MINNESOTA	\$1,006.60	ROUTINE PMI SVC MINI EXCAVATOR
DSI/LSI	\$487.89	FEB 2024 GARBAGE SERVICE
EO JOHNSON BUSINESS TECHNOLOGIES	\$91.00	OIL FOR SHREDDER IN COPY ROOM
FENUXLABS INC	\$2,000.00	GIS SOFTWARE MAINT RENEWAL
FERGUSON US HOLDINGS, INC.	\$27.36	PTFE PIPE THRD TAPE(W)
GRANT FRIENDSHUH	\$206.50	PER DIEM MMUA TRANSF SCHOOL MARSHALL MN
GLOBAL INDUSTRIAL	\$4,268.86	FILTERED WATER BOTTLE REFLILL STATION
MARTIN GLYNN	\$159.99	2024 BOOT REIMBURSEMENT
DAVID HAGEN	\$60.00	PER DIEM FOR PROF OPER DEV 1/2024
JACKLYN HANSON	\$60.00	PER DIEM FOR PROF OPER DEV 1/2024
HAWKINS INC	\$400.00	CHLORINE CYLINDERS
IIA LIFTING SERVICES, INC	\$5,307.48	ANNUAL SAFETY INSPECTION UNITS
INTERSTATE ALL BATTERY CTR	\$158.18	BATTERY
KLM ENGINEERING INC	\$1,000.00	VERIZON ANTENNA INSPECTION SVCS
L&S ELECTRIC INC.	\$80,662.50	WO#2483 WEST SHAKO SUB DEC 23 SERVICES
MARK J TRAUT WELLS, INC	\$46,723.00	WO 2692 PAY REQUEST #2 WELL 11 RPL MOTOR
TOM MCDONNELL	\$100.00	ENERGY STAR DISHWASHER REBATE
MINN VALLEY TESTING LABS INC	\$497.00	WATER TESTING COLIFORM
NCPERS GROUP LIFE INS.	\$192.00	FEB. PREMIUMS
GERRY NEVILLE	\$71.02	REIMBURSE 106 MILES
CINDY NICKOLAY	\$127.30	REIMBURSE 190 MILES
POMP'S TIRE SERVICE INC	\$4,501.91	NEW TIRES TRUCK 614 & #631
RESCO	\$73,708.57	1 2500KVA 3PH TRANSFORMER
RW BECK GROUP, INC, LEIDOS ENG. LL	\$5,800.00	WO#2844 E SHAKO PHASE 1 ASSESSMENT
BRANDON SCHWARTZ	\$60.00	PER DIEM FOR PROF OPER DEV 1/2024
SUSAN SHAFFER	\$125.00	ENERGY STAR CLOTHES WASHER REBATE
STINSON LLP	\$7,437.00	DEC 2023 PROF SVCS LABOR MATTERS
GREG TRIPLETT	\$105.19	REIMBURSE 157 MILES
VERIZON WIRELESS	\$3,855.06	JANUARY CELL PHONE BILLING
VIVID IMAGE, INC.	\$550.00	RETAINER PD 2/1 -2/29 2024
WESCO RECEIVABLES CORP.	\$510.58	CONNECTOR PEDESTAL NON-INSULATED 8H
ZIEGLER INC	\$1,190.55	REPAIR COUPLERS,HOSES ,VALVES SKID STEER
ZAYO GROUP, LLC	\$2,890.10	JAN 2024 T1 LINE, SHAKO SUB, PIKE LAKE
FURTHER - ACH	\$5,384.62	DAYCARE FLEX CLAIM REIMB

Total Week of 02/02/2024

\$326,555.12

WEEK OF 02/09/2024

CREDIT REFUNDS
MN CHILD SUPPORT PAYMENT CENTER
AMARIL UNIFORM COMPANY
ANNETTE STANEK
APPLE FORD OF SHAKOPEE
ASSOCIATED MECHANICAL CONTRACTORS INC
BELL LUMBER & POLE COMPANY
BORDER STATES ELECTRIC SUPPLY
ANTHONY BREZINA
JAMES 721 8TH BUSSA-MCCOMAS
BRADLEY CARLSON
CDW GOVERNMENT LLC
CHOICE ELECTRIC INC
CITY OF SHAKOPEE
CONCRETE CUTTING & CORING INC
CUSTOMER CONTACT SERVICES
DEPUTY REGISTRAR # 135
DLT SOLUTIONS LLC
FASTENAL IND & CONST SUPPLIES
JAIRO FLORES
FLYTE HCM LLC
GENERAL SECURITY SERVICES CORP
GOPHER STATE ONE-CALL
GRAINGER INC
DAVID HAGEN
HIGH POINT NETWORKS, LLC
CRAIG HOTZLER
INNOVATIVE OFFICE SOLUTIONS
IRBY - STUART C IRBY CO
JT SERVICES
EMMANUEL LETSU-DAKE
TOM MCDONNELL
MCGRANN SHEA CARNIVAL
MINN VALLEY TESTING LABS INC
MMUA
MN DNR WATERS
MRA-THE MANAGEMENT ASSOCIATION
NAPA AUTO PARTS
NATIONAL CONDUCTOR CONSTRUCTORS LLC
GERRY NEVILLE
RICE-STROMGREN ARCHITECTS
RW BECK GROUP, INC, LEIDOS ENG. LL
SCOTT COUNTY
SCOTT COUNTY VSQG COLLECTION PROGRAM
SUSAN SHAFFER
SHERWIN WILLIAMS
SOUTHWEST NEWS MEDIA
TOM KRAEMER, INC
GREG TRIPLETT
USABUEBOOK
WESCO RECEIVABLES CORP.
XCEL ENERGY
XCEL ENERGY
MN DEPT OF REVENUE
PUBLIC EMPLOYEES RETIREMENT ASSOC
IRS - PAYROLL ACH
IRS - PAYROLL ACH
EMPOWER - ACH
FURTHER - ACH
EMPOWER - ACH
FURTHER - ACH
PAYROLL DIRECT DEPOSIT 02.05.24
BENEFITS & TAXES FOR 02.05.24

\$3,230.74 CREDIT REFUNDS
\$564.37 CASE:001422536402 CHILD SUPPORT M.H.
\$427.24 UNIFORM ELECTRIC DEPT
\$1,706.25 SPU 2024 RATE BROCHURE DESIGN
\$3,356.39 WATER TRUCK#634
\$427.50 BOILER REPAIR
\$45,298.61 40& 45' POLES
\$351,279.37 ITRON 500W WATER PIT RADIO METERS
\$105.19 MILEAGE REIMB ST CLOUD CLASS JAN 2024
\$500.00 ENERGY STAR COOLING/HEATING REBATE
\$204.35 MILEAGE REIMB BRAINERD MMUA TRAINING
\$2,027.83 CURVED MONITORS
\$787.25 P.H.#20 RESET OVERLOAD
\$510,825.30 JANUARY SW \$396,339.17 & SD \$114,486.13
\$436.92 SPARK PLUGS/CLAMP/AIR FILTER(E)
\$602.60 ANSWERING SVC FEB 6-MAR 4 2024
\$3,440.63 WO#2691 WATER TRK#615,TABS/PLATE® FEE
\$5,486.16 AUTOCAD ANNUAL SUBSCRIPTION RENEWAL
\$1,034.11 EDDURA GLOVES (E)
\$500.00 REISSUE REBATE ORIG CHK#65879 TORE UP
\$15.50 JANUARY COBRA PLATFORM
\$447.05 VIDEO MAINT 2/1/24-4/30/24
\$302.45 JANUARY TICKETS
\$359.72 DRAIN SPADES/SHOVELS(E)
\$142.31 MILEAGE REIMB PROF OPER DEVELO CLASS
\$344.16 ARUBA NETEDIT SINGLE NODE 3YR
\$50.00 ENERGY STAR REBATE DISHWASHER
\$462.21 OFFICE SUPPLIES
\$34.71 LINER FOR GLOVES(E)
\$1,430.55 AMERICAN REVOLU LED P103 PKG
\$75.00 ENERGY STAR REFRIGERATOR REBATE
\$125.00 ENERGY STAR DISHWASHER REBATE
\$8,425.00 MUNICIPAL & REGULATORY MATTERS
\$260.00 WATER TESTING COLIFORM
\$350.00 2024 LEGISL CONF MARCH G DRENT
\$57,180.96 2023 WATER USE/SUMMER SURCHARGE
\$160.00 BACKGROUND CHECKS B.P & O.H.
\$29.90 FUEL FILTER
\$222,712.53 WO#2483 W SHAKO SUB PYMT#10
\$115.91 REIMBURSE 173 MILES
\$5,557.50 WO#2848 SPU COMM RM REMODEL
\$13,716.00 WO#2844 ANALYSIS E SUB SITE NOV-DEC 2023
\$998.75 2024 TAB RENEWAL SPU TRUCKS/TRAILERS
\$428.45 WASTE MANAGEMENT
\$50.00 ENERGY STAR CLOTHES WASHER REBATE
\$34.43 PAINT FOR OFFICE BATHROOM
\$547.05 LEGAL#5518 DEC 4 2023 MINUTES
\$325.13 40FT FEB MONTHLY RENT AMI WO#2472
\$104.52 REIMBURSE 156 MILES
\$1,131.89 HACH FLUORIDE REAGENT
\$1,665.88 WIPERS(E)
\$229.15 ACCT 51-0012640573-3 AMBERGL 12/24-1/24
\$4,222.26 ACCT 51-5636204-8 VALLEY PRK 12/25-1/24
\$8,929.00 STATE WITHHOLDING PE: 2/2/24
\$30,383.55 PERA FOR PE: 2/2/24
\$19,888.10 FED. WITHHOLDING TAX FOR PE: 2/2/24
\$32,329.70 SS & MEDICARE TAX WITHHOLDING PE: 2/2/24
\$23,340.46 DEF. COMP/ROTH AND ER MATCH PE; 2/2/24
\$9,353.69 HSA EMPLOYEE DED. & ER CONTRIBUTION
\$5,923.34 HCSP EE DED. & ER 22.50 PE: 2.2.24
\$459.90 MEDICAL FLEX CLAIM REIMB.(E)
\$127,486.22
\$130,147.84

Total Week of 02/09/2024

\$1,642,516.58

WEEK OF 02/16/2024

RW BECK GROUP, INC, LEIDOS ENG, LL
ABDO LLP
AGC NETWORKS LLC
ALTEC INDUSTRIES INC
AMARIL UNIFORM COMPANY
CATHERYN ANDERSON
ARAMARK REFRESHMENT SERVICES INC
ARROW ACE HARDWARE
MADHURI AVADHANAM
BORDER STATES ELECTRIC SUPPLY
BUSINESS MANAGEMENT DAILY
BRADLEY CARLSON
CDW GOVERNMENT LLC
CHOICE ELECTRIC INC
CITY OF SHAKOPEE
CITY OF SHAKOPEE
CITY OF SHAKOPEE
PRESTON COLEMAN
COMCAST CABLE COMM INC.
CONCRETE CUTTING & CORING INC
CORE & MAIN LP
DAILY PRINTING, INC.
GREG DRENT
EMERGENCY AUTOMOTIVE TECHNOLOGIES I
FARWEST LINE SPECIAL, LLC
KELLY FORRESTER
FRONTIER ENERGY, INC.
GE DIGITAL LLC
GRAINGER INC
HAWKINS INC
HENNEN'S AUTO SERVICE INC.
GEORGE HIPPI
IDEAL SERVICE
INNOVATIVE OFFICE SOLUTIONS
INTERSTATE ALL BATTERY CTR
IRBY - STUART C IRBY CO
KATAMA TECHNOLOGIES, INC.
AMANDA KUST
LEAGUE OF MINN CITIES INS TRUST
MINN VALLEY TESTING LABS INC
MINNESOTA RURAL WATER ASSOCIATION
MINNESOTA SECURITY CONSORTIUM
MMUA
GERRY NEVILLE
HOANG NGO
NISC
NORTHCOUNTY CHEVROLET BUICK GMC
NORTHERN STATES POWER CO
TYLER O'BRIEN
PITNEY BOWES GLOBAL FINANCIAL SERVIC
RAJA PORANKI
RESCO
ALAN RETLICK
JUSTIN ROOTES
RW BECK GROUP, INC, LEIDOS ENG, LL
SCOTT COUNTY
STATE OF MINNESOTA-MNIT SERVICES
JORDAN STOCKER
THE IMAGINE GROUP, LLC
GREG TRIPLETT
TRUE NORTH CONTROLS
UPS STORE # 4009
SATHISH VANKAYALA
VERIZON WIRELESS
WESCO RECEIVABLES CORP.
KELLEY WILLEMSEN
ZOOM VIDEO COMMUNICATIONS INC
MMPA C/O AVANT ENERGY
MN DEPT OF REVENUE ACH PAYMENTS
CENTERPOINT ENERGY - ACH
AMERICAN NATL BANK_MASTERCARD_ACH
FURTHER - ACH

\$34,605.04 WO#2483 SPU WEST SHKO SUB DESIGN
\$25,861.84 JANUARY SERVICES
\$6,087.25 GUARDIAN SUPPORT MAINT 1/21/24-1/20/25
\$1,998.45 SYNTHETIC ROPE ASSEMBLY
\$1,471.25 SPU UNIFORMS
\$150.00 ENERGY STAR DISHWASHER REBATE
\$215.47 COFFEE
\$118.07 SCREWS/FENDER WASHERS/ACID(W)
\$225.00 ENERGY STAR DISHWASHER REBATE
\$918,059.39 AMI WO2718 WATER PIT RADIO
\$97.00 12 ISSUES HR SPECIALIST EMPLO LAW SUBSCR
\$276.50 PER DIEM ECUI ELECT UTILITY CONF DENVER
\$28,694.83 MICROSOFT OFFICE 365
\$521.38 SHIELDED BELDIN FOR SCADA WO2714
\$5,580.68 JANUARY 2024 FUEL BILL
\$338,400.00 JANUARY 2024 PILOT TRANSFER FEE
\$1,080.04 JAN 2024 STORM DRAINAGE/SPU PROPERTIES
\$206.50 PER DEIM MARSHALL MN MMUA MTR SCHOOL
\$2.30 CABLE IN BREAKROOMS
\$310.35 GEAR HEAD PART
\$2,343.26 OMNI METERS
\$257.73 BUSINESS CARDS
\$276.50 PER DIEM DENVER CO ELECT UTILITY CONF
\$606.69 WO 2691 TRUCK BUKET SEAT COVERS
\$202.40 NAIL CHIPPER AUGER BIT,DRILL BIT
\$175.00 ENERGY STAR CLOTHES WASHER REBATE
\$3,489.45 JANUARY C&I IMPLENTATION
\$3,228.56 IGS DRIVER PLUS RUNTIME
\$684.36 BATTERIES
\$2,209.27 CHLORINE CYLINDERS/HYDROFLU ACID/
\$89.55 OIL CHANGE ELECTRIC TRUCK#632
\$500.00 ENERGY STAR COOLING/HEATING REBATE
\$1,530.00 PREVENTIVE MAINT VED'S 1/8 & 1/24
\$25.60 OFFICE SUPPLIES
\$496.23 BATTERY
\$74.77 GLOVE LINERS(E)
\$843.75 WO#2472 AMI GENERAL CONSULTING
\$500.00 ENERGY STAR COOLING/HEATING REBATE
\$71,138.00 ACCT#10002618 WC PREMIUM 2024
\$166.00 WATER TESTING COLIFORM
\$400.00 ASSOCIATED MEMBERSHIP RENEWAL 4/24-3/25
\$1,000.00 VCISO SERVICES JANUARY 2024
\$702.00 NW LINEMAN COLLEGE MODULE 3
\$114.57 REIMBURSE 171 MILES
\$18.30 ENERGY STAR LED LIGHT BULB REBATE
\$30,581.69 JANUARY 2024 RECURRING INVOICE
\$49,160.40 WO 2691 24 GMC SIERRA 2500 WATER TRK 615
\$2,942.14 JANUARY 2024 POWER BILL
\$206.50 PER DEIM MARSHALL MN MMUA MTR SCHOOL
\$531.18 RED INK CARTRIDGE FOR POSTAGE MACHINE
\$175.00 ENERGY STAR CLOTHES WASHER REBATE
\$171,702.59 1 750KVA 3PH TRANSFORMER
\$105.00 ENERGY STAR REFRIGERATOR REBATE
\$150.00 ENERGY STAR DISHWASHER REBATE
\$4,035.00 WO#2483 WEST SHAKO SUB DESIGN
\$3,060.99 WO#2690 TRK #618 TABS,PLATES & REG FEES
\$734.01 JANUARY WAN SERVICES
\$206.50 PER DIEM MARSHALL MN MMUA MTR SCHOOL
\$70,056.00 2ND PYMT INTERIOR LIGHTING REBATE
\$115.91 REIMBURSE 173 MILES
\$750.00 REPAIR GE MDS ORBIT MCR(W)
\$37.81 WATER SHIPMENT
\$150.00 ENERGY STAR DISHWASHER REBATE
\$106.87 BILLIGN PD 1/6-2/5 2024
\$19,982.50 WIRE TIE,GROUNDING LUG,FIBERGLASS
\$1,485.20 PER DIEM DENVER CO CONF/LODGING
\$479.70 ZOOM SUBSCRIPTION RENEWAL 2024
\$2,944,680.82 JANUARY POWER BILL
\$302,180.00 JAN 2024 SALES & USE TAX PAYABLE
\$4,428.61 GAS USAGE 10TH AVE 1.5-2.7 2024
\$16,204.50 JANUARY CREDIT CARD STMT
\$112.00 MEDICAL FLEX CLAIM REIMB(E)

Total Week of 02/16/2024

\$5,079,394.25

WEEK OF 02/23/2024

MN CHILD SUPPORT PAYMENT CENTER	\$564.37 CHILD SUPPORT CASE#001422536402
VOIDS	\$0.00 VOIDS
DAVID J ADRIANSEN	\$150.00 ENERGY STAR DISHWASHER REBATE
KALIANN BEHRENS	\$150.00 ENERGY STAR DISHWASHER REBATE
BORDER STATES ELECTRIC SUPPLY	\$1,170.22 BARE
ANTHONY BREZINA	\$375.64 REIMBURSE FOR SAFETY GLASSES
CALIAN CORP.	\$6,214.80 VMWARE LICENSE PLUS KIT
CINTAS CORP. #754	\$1,228.93 REPLENISH FIRST AID KITS BREAKROOMS
CORE & MAIN LP	\$992.19 FLGXFLG DIP PRM
CORVAL CONSTRUCTORS, INC.	\$1,172.73 REPAIR UNIT HEATERS
DGR ENGINEERING	\$831.50 WO#2817 JANUARY PROF SVCS WARNET OH TIE
DODGE OF BURNSVILLE	\$43,478.00 WO 2690 2023 DODGE RAM 1500 ELECT
TOM DUBBE	\$105.00 ENERGY STAR REFRIGERATOR REBATE
CHAD DUBOIS	\$500.00 ENERGY STAR COOLING/HEATING REBATE
E-MECHANICAL LLC	\$255.00 GREASE GUN CARTIRDGE(W)
EMERGENCY AUTOMOTIVE TECHNOLOGIES I	\$811.73 WO#2691 LIGHTBAR MOUNT
OLUSEYI FAMODU	\$75.00 ENERGY STAR REFRIGERATOR REBATE
FASTENAL IND & CONST SUPPLIES	\$13.47 NYIHCS
FS3 INC	\$788.72 PINS/FLATWASHER
GRAINGER INC	\$648.87 SHOP VACUUM 16 GAL
GRAYBAR ELECTRIC COMPANY INC	\$2,081.42 PIPE 2" FIBERGLASS ELBOW 90 DEGREES
IVAN GUTIERREZ	\$500.00 ENERGY STAR HEATING/COOLING REBATE
HENNEN'S AUTO SERVICE INC.	\$1,297.59 NEW TIRES WATER TRK#650
INDELCO PLASTICS CORP	\$509.60 MPT CONNECTOR BALL VALVE
INNOVATIVE OFFICE SOLUTIONS	\$521.86 OFFICE SUPPLIES
IRBY - STUART C IRBY CO	\$9,204.38 CENTRON REFURBISHED METERS
LOCATORS & SUPPLIES INC	\$795.54 RED CONST MARKING PAINT
NICHOLAS LOUCHKO	\$175.00 ENERGY STAR CLOTHES WASHER REBATE
GORDON MAYER	\$105.00 ENERGY STAR REFRIGERATOR REBATE
MIDWEST SAFETY COUNS, INC.	\$86.10 NEMESIS SAFETY GLASS
MINN VALLEY TESTING LABS INC	\$94.00 WATER TESTING NITRATES
TONY & WANDA MONROE	\$105.00 ENERGY STAR REFRIGERATOR REBATE
MPOWER TECHNOLOGIES, INC.	\$1,050.00 MPOWER CLOUD HOSTING SERVER
NAPA AUTO PARTS	\$10.82 SPARK PLUGS(E)
NATIONAL CONDUCTOR CONSTRUCTORS LLC	\$2,071.61 WO#2483 W SHAKO SUB CONTRUCTION PYMT 12
GERRY NEVILLE	\$157.45 REIMBURSE 235 MILES
NISC	\$13,776.71 JANUARY 2024 MISC
OLSEN CHAIN & CABLE, INC.	\$719.26 CHAIN SHACKLE/RATCHET
PEAK HEATING AND COOLING INC.	\$14,477.00 INDOOR OUTDOOR HVAC SYSTEMS
SANDRA PICKA	\$150.00 ENERGY STAR DISHWASHER REBATE
PATRICIA PINK	\$500.00 ENERGY STAR COOLING/HEATING REBATE
PLUNKETT'S PEST CONT, INC.	\$153.97 GENERAL PEST CONTROL WELL PH#4
RESCO	\$94.25 WRAP SPOOL/ARMOR RODS/TIE
SHORT ELLIOTT HENDRICKSON INC	\$4,191.82 WO#2783 WATER FILL STATION
GREGORY SPLITT	\$500.00 ENERGY STAR COOLING/HEATING REBATE
DAI TRAN	\$175.00 ENERGY STAR CLOTHES WASHER REBATE
GREG TRIPLETT	\$96.48 REIMBURSE 144 MILES
U.S. POSTAL SERVICE	\$936.00 ADD'L FUNDS UPLOADED FWD'D ADDRESSES
UPS STORE # 4009	\$18.24 OIL SAMPLES SHIPMENT (E)
VALLEY-RICH CO., INC	\$10,381.19 EXCAVATING 551 DAKOTA ST(W)
VERIZON	\$1,251.40 TRUCK TRACKING
MICHELLE WILLARD	\$75.00 ENERGY STAR REFRIGERATOR REBATE
KELLEY WILLEMSSEN	\$140.00 REIMBURSE CLIFTONLARSONLALLEN EXP
ROXANA RICHTER	\$107.16 INACTIVE REFUND
FURTHER - ACH	\$221.50 FEB. ADM. FEES
PRINCIPAL LIFE INS. COMPANY	\$4,678.82 FEB. L.T.D. & S.T.D. PREMIUMS
MINNESOTA LIFE	\$1,121.31 FEB. LIFE INS. PREMIUMS & CHARGE MONTH
DELTA DENTAL PLAN OF MN	\$5,540.43 FEB. DENTAL PREMIUMS
HEALTHPARTNERS	\$65,685.59 MARCH PREMIUMS/FEB. CHARGE MONTH
FURTHER - ACH	\$115.38 DAYCARE FLEX CLAIM REIMB
ZAYO GROUP, LLC	\$2,890.32 SPU S SHAKO SUB, PIKE LAKE T1 LINE
PAYROLL DIRECT DEPOSIT 02.23.24	\$128,513.94
BENEFITS & TAXES FOR 02.23.24	\$128,137.12

Total Week of 02/23/2024

\$462,939.43

Grand Total

\$7,511,405.38

Kelley W. Wernissen
Presented for approval by: Director of Finance & Administration

Approved by General Manager

Approved by Commission President

Monthly Water Dashboard

As of: January 2024

Shakopee Public Utilities Commission

ALL VALUES IN MILLIONS OF GALLONS

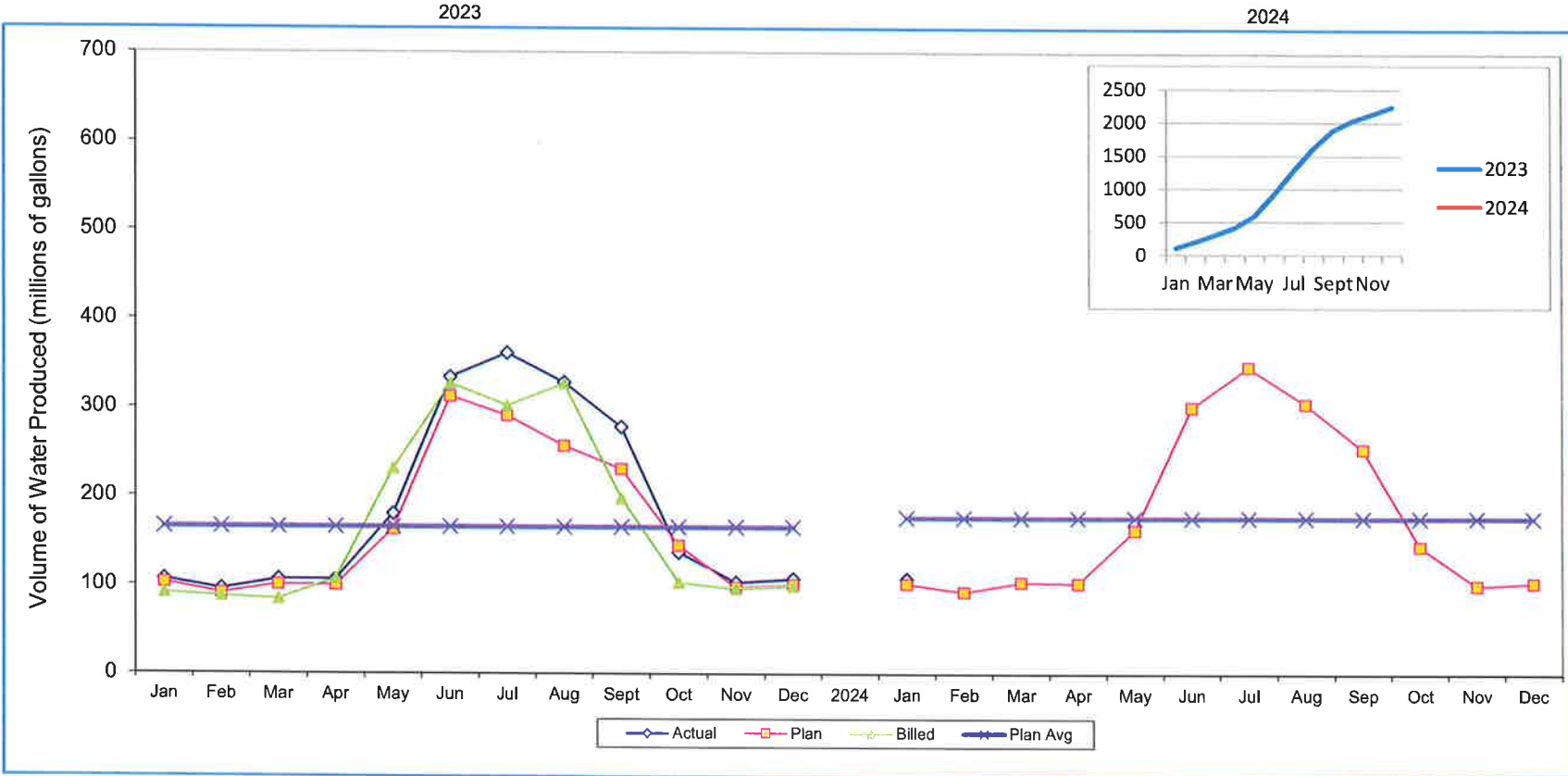
Element/Measure

Water Pumped/Metered

Monthly Avg

2021	173
2022	167
2023	187

Last 6 months actuals	328	278	137	103	107	107
-----------------------	-----	-----	-----	-----	-----	-----



	2023												2024											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Actual	106	95	106	106	180	334	361	328	278	137	103	107	107											
Plan	102	90	100	99	162	312	290	256	230	144	97	100	101	92	103	102	162	301	346	305	254	144	100	103
YTD % *													106%											
Billed	91	87	84	107	231	327	302	327	198	103	96	99												

* 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: SPU Commissioners
From: Greg Drent, General Manager *gd*
Date: February 26, 2024
Subject: MMPA February 2024 Meeting Update

The Board of Directors of the Minnesota Municipal Power Agency (MMPA) met on February 20, 2024, at Chaska City Hall in Chaska, Minnesota and via videoconference.

Management reviewed 2023 performance. A summary of the presentation is attached.

The Board reviewed the Agency's financial and operating performance for January 2024.

Customer penetration for the residential Clean Energy Choice program increased to 5.3%. There was an increase of 54 customers participating in the residential Clean Energy Choice program from December to January.

The Board discussed the current business environment.

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

2023 Year in Review Summary

- Rates 12% Lower than Competitive Benchmark
- Moody's Upgraded MMPA's Bond Rating from A1 to Aa3
- Hometown BioEnergy Renewable Natural Gas Project Placed in Service
- Net Income of \$31.6 Million
- Unrestricted Cash Increased by \$35.4 Million
- Generated Carbon Free Energy Equal to 44% of Energy Needs
- 2024 Budget Average Rate to Members Equal to 2023
- January and February 2024 Rates Lower than Budget

RESOLUTION #2024-07

RESOLUTION OF APPRECIATION
TO DENISE BERENS

WHEREAS, Mrs. Denise Berens joined Shakopee Public Utilities on October 18, 2012, and during her tenure of more than eleven and one-half years has worked as the Customer Service & Billing Representative in the Finance Department; and

WHEREAS, Mrs. Berens always strived for excellence in contributing to the efficient operation of Shakopee Public Utilities and has been extremely dependable and responsible in performing her duties; and

WHEREAS, Mrs. Berens will retire from her position as Customer Service & Billing Representative with Shakopee Public Utilities on March 1, 2024; and

NOW THEREFORE, BE IT RESOLVED BY THE SHAKOPEE PUBLIC UTILITIES COMMISSION, that it does hereby express its sincere and deep appreciation to Mrs. Berens for her eleven and one-half years of dedicated service to Shakopee Public Utilities.

BE IT FURTHER RESOLVED that the Shakopee Public Utilities Commission extends its best wishes and congratulations to Mrs. Bernes.

Passed in regular session of the Shakopee Public Utilities Commission this 4th day of March 2024.

Commission President: Justin Krieg

ATTEST:

Commission Secretary: Greg Drent



**SHAKOPEE PUBLIC UTILITIES
MEMORANDUM**

TO: Greg Drent, General Manager *GD*
FROM: Joseph D. Adams, Planning & Engineering Director *J Adams*
SUBJECT: Electric Vehicle Meter Fee and Resolution #2024-08
DATE: February 27, 2024

ISSUE

Staff inadvertently omitted the new \$85.00 Electric Vehicle Meter fee in the annual listing of fees for Resolution 2024-05 Adopting Fees and Charges for 2024.

BACKGROUND

The new meter fee was recommended by rate analyst Dave Berg along with the special electric rates for separately metered electric vehicle charging stations in residences.

DISCUSSION

The special electric rates for electric vehicle charging stations do not recover the initial cost of the separate meter.

REQUESTED ACTION

Staff requests the Commission adopt Resolution 2024-08 a Resolution Amending Resolution 2024-05 Adopting Fees and Charges for 2024.

RESOLUTION #2024-08

RESOLUTION AMENDING RESOLUTION #2024-05
ADOPTING FEES AND CHARGES FOR 2024

WHEREAS, it is desirable to have a general listing of various fees and charges applied by the Shakopee Utilities, and

WHEREAS, the Utilities Commission has adopted various electric and water rates and charges by resolutions separate from this one and wish to keep those rates and charges intact,

NOW THEREFORE, BE IT RESOLVED THAT THE SHAKOPEE PUBLIC UTILITIES COMMISSION, hereby adopts the attached listing of fees, charges, and rates, for the purpose of having a common reference, effective January 1, 2024.

BE IT FURTHER RESOLVED, that this resolution does not invalidate any fees or charges adopted by other resolutions, nor does it preclude the subsequent adoption or application of any fees or charges that may arise for circumstances not covered by the attached list.

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

Adopted in regular session of the Shakopee Public Utilities Commission, this 4th day of March, 2024.

Commission President: Justin Krieg

ATTEST:

Commission Secretary: Greg Drent

2024 FEES SCHEDULE

CUSTOMER ACCOUNT & COLLECTION FEES

ACCOUNT SETUP.....	\$15.00
ACCOUNT SETUP – TEMP SERVICE.....	\$50.00 + tax
RENTERS DEPOSIT	
Electric Heat.....	\$200.00
Gas Heat.....	\$100.00
COMMERCIAL ACCOUNT DEPOSIT.....	1 months typical bill
NSF CHARGE.....	\$30.00
STOP PAYMENT CHARGE.....	\$33.00
LATE PAYMENT CHARGE.....	5% of new charges
ELECTRIC RECONNECTION.....	\$100.00
METER TAMPERING/THEFT.....	\$100.00 (plus actual costs)

ELECTRIC SERVICE FEES

ELECTRIC RATES.....	Electric Rates Schedule
SPECIAL SERVICE CHARGE	
Line Switching.....	\$70.00/man hr + equipment charge
Misc. Work.....	\$70.00/man hr + equipment charge
After Hours.....	Overtime rates will apply
SECURITY LIGHT CHARGE	
100W HPS.....	\$10.05/month
100W HPS Customer Metered.....	\$5.65/month
250W HPS	\$18.60/month
250W HPS Customer Metered.....	\$8.05/month
400W HPS	\$27.90/month
400W HPS Customer Metered.....	\$10.80/month
1000W Metal Halide.....	\$62.65/month
SMALL (100W HPS EQUIV) LED	\$5.15/month
SMALL (100W HPS EQUIV) LED Customer Metered..	\$3.65/month
MEDIUM (250W HPS EQUIV) LED.....	\$10.55/month
MEDIUM (250W HPS EQUIV) LED Customer Metered..	\$5.65/month
LARGE (1000W MH EQUIV) LED.....	\$24.50/month
LARGE (1000W MH EQUIV) LED Customer Metered...	\$9.80/month
PL/SMSC Residential LED.....	\$3.65/month
PL/SMSC Collector LED.....	\$8.05/month
PL/SMSC Residential HPS.....	\$9.55/month
PL/SMSC Collector HPS.....	\$18.10/month

NET METER FEE

Residential.....	\$85.00
Commercial 1 Phase.....	\$85.00
Commercial 3 Phase.....	\$85.00

ELECTRIC VEHICLE METER FEE

Residential.....	\$85.00
------------------	---------

STREETLIGHT INSTALLATION CHARGE *

Residential LED Standard – 24’ Aluminum Pole	\$1,945.64/each
Residential LED – Prior Lake** – 18’ Aluminum Pole	\$1,725.00/each
Collector LED – Breakaway – 30’ Aluminum Pole Group Control	\$6,671.70/each
Collector LED – Breakaway – 30’ Aluminum Pole Single Installation	\$6,244.96/each
Round-A-Bout LED – 27’ Aluminum Pole	\$6,864.14/each

- * For typical multiple units installed as a part of a new underground electric distribution system extension and includes 3 years of operation and maintenance cost.
- ** Does not include 3 year energy or maintenance since Prior Lake is billed monthly.

SEASONAL DEMAND CUSTOMER CHARGE

To arrive at charges to disconnect service to avoid monthly minimum demand charges:

1. Take the number of months service is to be disconnected.
2. Take the regular billing demand that would apply (which would be 60% of the highest billing demand during the preceding 11 months, or 15KW, whichever is greater).
3. Multiply number of months service will be disconnected times that regular billing demand, and that product times the regular demand charge. This amount will be divided in half, with the Shakopee Public Utilities Commission absorbing one said half.
4. The remaining said half to be paid by the customer, split equally between disconnecting order of service and reconnecting order of service, and due and payable at time of those respective events.

PROPERTY DEVELOPMENT FEES

PLAN REVIEW AND INSPECTION FEE.....	100% of actual costs. Deposit amount equal to 8.5% of estimated construction cost.
TRUNK WATER CHARGE.....	\$5,359.00 net per acre
WATER CAPACITY CHARGE.....	\$5,693.00 per equivalent SAC unit, + 13.4 cents per sq. ft. for industrial use onl

UNDERGROUND CHARGE

Single-family & twin home developments.....	\$608.00 per lot
Non-twin home multi-family developments... (except apartment buildings)	\$373.00 per living unit
All other developments.....	75% of the cost of material (including apartment buildings)

DISTRIBUTED GENERATION INTERCONNECTION APPLICATION FEES

SIMPLIFIED	\$100.00
FAST TRACK – CERTIFIED SYSTEM	\$100.00 plus \$1.00/KW
FAST TRACK – NON-CERTIFIED SYSTEM	\$100.00 plus \$2.00/KW
STUDY	\$1,000.00 plus \$2.00/KW Down payment. Additional fees may apply.

SUMMARY OF FEES, CHARGES AND RATES	
EQUIPMENT RATES	
Effective January 1, 2024	
EQUIPMENT & NUMBER	\$/HR
Digger Derrick #612	\$100.00
Bucket Truck #610, 611, 614, 616	\$65.00
1 Ton Truck #613, 631, 632, 633, 636	\$30.00
Pick-Up Truck #617, 618, 621, 627, 642, 645, 646	\$30.00
Tractor / Backhoe #638	\$60.00
Trencher #623	\$50.00
Skid Steer #624, #648	\$50.00
Hydra Vacuum #639, #656	\$30.00
Air Compressor #628	\$15.00
Brush Chipper #625, #657	\$20.00

Rate does not include \$70/HR man hour to operate equipment

2024 FEES SCHEDULE

WATER

WATER RATES	Water Rates Schedule
BULK WATER FILL STATION	
1 – 1000 Gallons.....	\$5.00
1001+ Gallons.....	\$10.00
HYDRANT USE	
Annual Permit Fee (Valid until November 15 th of year issued)	\$100.00
Equipment Deposit.....	\$500.00 ¾" / \$1500.00 for 2 ½"
Meter Rental.....	\$3 a day (Including Weekends & Holidays)
Water Charge.....	\$3.72 per 1000 gallons Same Rate as unsewered production water rate
CONNECTION PERMIT FEE/INSPECTION FEE	\$150.00 (Includes Permit & 1 hr. Inspection) Add'l Hours of Inspection @\$100/hr.
PRESSURE VACUUM BREAKER TESTING	\$105.00
SHUTOFF FEE/COLD WEATHER	\$75.00 or \$125.00 after hours
REINSTATEMENT FEE	\$75.00 or \$125.00 after hours
WATER METER FEE	See below
SPECIAL SERVICE CHARGE	
Flushing.....	\$70.00/man hr + truck rate
Water Main Inspection.....	\$70.00/man hr + truck rate
Operate Valves.....	\$70.00/man hr + truck rate
After Hours.....	Overtime rates will apply
IRRIGATION VALVE FEE	\$50.00/valve
PRIVATE HYDRANT INSPECTION	\$105.00 each
STANDBY FIRE PROTECTION CHARGE	\$20.00/year

TEMPORARY NEW CONSTRUCTION WATER METER RENTAL

PERMIT FEES	\$100.00
EQUIPMENT DEPOSIT	\$500.00 ¾"
METER RENTAL	\$3.00 per day (Including Weekends & Holidays)
WATER CHARGE	\$3.72 per 1000 gallons Same Rate as unsewered production water rate

WATER METERS AND INSTALLATION FEES

Standard Meters

Meter Size	Type	Cost Includes Fittings & Wiring to outside recorder
3/4"	iPERL	\$470.00
1"	iPERL	\$665.00
1"	Fire Rated	\$665.00
1.5"	T2	\$1,490.00
	C2	\$2,020.00
2"	T2	\$1,715.00
	C2	\$2,265.00
3"	T2	\$1,955.00
	C2	\$2,705.00
4"	T2	\$3,670.00
	C2	\$4,615.00
6"	T2	\$5,820.00
	C2	\$7,420.00

Specialty Meters

8" Fire	F2	Call for Price
10" Fire	F2	Call for Price
Fire Detector Meter		\$230.00

Requests for a 1" and larger meter and special meters require SPU approval

SUMMARY OF FEES, CHARGES AND RATES

EQUIPMENT RATES

Effective January 1, 2024

EQUIPMENT & NUMBER	\$/HR
1 Ton Truck #630, 650	\$30.00
Pick-Up Truck #615, 619, 622, 626, 634, 649, 651, 652	\$30.00
Hydrant Maintenance Truck - #635	\$50.00
Valve Maintenance Trailer #647	\$50.00

Rate does not include \$70/HR man hour to operate equipment

EQUIVALENT LATERAL WATER MAIN CHARGE

County Road 79 Water Main

\$2,594.66/acre

This charge applies to all properties and developments abutting and connecting to the water main along the east side of County Road 79 from Westchester Estates to Hillwood Drive.

The charge is to be collected at the time of connection to the public water main.

(SPU Resolution #816)

Jennifer Lane Water Main

\$8,874.23/acre

This charge applies to all properties and developments abutting and connecting to the water main along Jennifer Lane from the Valley Creek Crossing 2nd Addition to Wood Duck Trail.

The charge is to be collected at the time of connection to the public watermain or the recording of a final plat for a development utilizing the water main, whichever is earlier.

(SPU Resolution #1190)

Maras Street, 13th Avenue, Stagecoach Road, Hansen Avenue Water Main

\$14,199.52/acre

This charge applies to all properties and developments abutting and connecting to the water main along Maras Street, Hansen Avenue from Stagecoach Road to Maras Street, 13th Avenue, and the east side of Stagecoach Road from 13th Avenue to Hansen Avenue.

The charge is to be collected at the time of connection to the public watermain, the recording of a final plat for a development utilizing the water main, failure of septic or well systems, or sale of the property, whichever is earlier. The typical annual cost escalation for this charge will begin on January 3, 2026.

Additional connection timing and funding options are listed in the attachments to the resolution.

(SPU Resolution #2023-23)

CSAH 17 Water Main County Project 17-31

\$8,227.55/acre

This charge applies to all properties and developments abutting and connecting to the water main along CSAH17 from Valley View Road to approximately 800ft north of Valley View Road.

The charge is to be collected at the time of connection to the public watermain or the recording of a final plat for a development utilizing the water main, whichever is earlier.

(SPU Resolution #2023-30)

West End Lower Bluff Water Main

\$9,251.15/acre

This charge applies to all properties and developments abutting and connecting to the water main along the east side Old Brick Yard Road from Colburn Drive to the Highway 169 northbound ramp, and along the south side of Highway 169 from Old Brickyard Road to Outlot A in the Windermere Plat.

The charge is to be collected at the time of connection to the public watermain or the recording of a final plat for a development utilizing the water main, whichever is earlier.

(SPU Resolution #2024-03)



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

February 23, 2023

TO: Greg Drent, General Manager *GD*
FROM: Sharon Walsh, Director of Marketing, Key Accounts and Special Projects *SW*
SUBJECT: Access to SPU-Owned Equipment – Policy Violation Penalty Process

Overview

The following defines SPU’s penalty policy for customers who refuse SPU access to their property for the maintenance, removal, exchange, reading and/or repair of SPU-owned equipment. Refusal to grant access is in violation of SPU’s electric and water policies. Policy manuals will be updated with verbiage that communicates a consequence for violation of policy, including penalty and possible disconnection of service.

- Prior to assessing a penalty, multiple communications* will be made in writing to the customer in violation. If customer is still in violation of policy following written communications, efforts will be made to contact the customer by phone. Following two attempts without successful compliance, a final written document will be sent to the customer indicating the start date of a monthly penalty to their billing statement and possible disconnection of service.
- The penalty will be assessed for three consecutive monthly billings or until the customer is in compliance with SPU policy. (If the customer schedules access, the penalty will pause/stop unless access is not granted at the scheduled time.)
 - One month of penalties will be waived if customer is compliant within three months.
- If the customer does not comply within the three-month penalty period (which would end on the due date of the third billing statement with the penalty assessed), the customer’s service will be disconnected.
 - Inclement weather conditions will be considered before disconnection occurs.
- The proposed penalty is \$100 per month. This penalty will be added to SPU’s fee schedule for annual publication and staff review.

*For AMI meter exchange purposes, attached are the three notices that will be sent to SPU water meter customers. If customers do not respond to these notices (i.e., schedule an appointment) over the course of approximately 30 days, this information will be supplied to SPU for future phone call attempts.

Action Requested

Staff is requesting commission approve this Access to SPU-Owned Equipment Policy.



Date

Name


Address

Shakopee, MN 55379

Required Water Meter Replacement - Immediate Response Needed for

Service Address: ADDRESS HERE

Starting **the week of April 15th**, SPU will be replacing water meters in your area as we begin our Advanced Metering Infrastructure (AMI) system upgrade. There is no cost to you, the homeowner, for this replacement meter. All meters in our service territory will be exchanged through this upgrade.

1. **Please schedule an appointment for installation.**
 - a. Instructions for scheduling are on the next page. 
2. **Installers will need inside access to your existing water meter, which is typically located in the lower level or utility room of your home, near your main water shut-off.** Make sure there is a clear, unobstructed access to the water meter. The installer needs room to operate both valves and can access, remove and replace the meter with both hands.
 - a. If you cannot locate your water meter please contact the SPU water department for assistance - 952-233-1503.
3. **Generally, the exchange process will take less than an hour. Your water will be shut-off during this process.**
 - a. The supply shut-off valve must be fully operable (see image below to identify correct valve).
 - b. Please test your valve to make sure it can turn on and off. If the valve does not work properly, you should have it fixed prior to scheduling an appointment*. This will keep your appointment running efficiently.



- SPU has partnered with a third-party installation service, **Midwest Testing**, to assist with the meter changeouts. For your peace of mind and safety, all installers will have a photo ID, uniforms, travel in marked vehicles (MWT or SPU) and will have completed a background check.
- Appointment times will fill up quickly and are on a first come, first serve basis. Please respond promptly for the greatest selection of installation times.
- Appointments are scheduled in two-hour windows. Installers will arrive within this block of time.

Monday-Thursday
8:00 am - 10:00 am 10:00 am – 12:00 pm
12:30 pm – 2:30 pm 2:30 pm - 4:30 pm 4:30 pm – 6:30 pm

- For additional information about this installation please visit: www.shakopeeutilities.com/meterfaq

Please schedule your appointment at:

www.midwest-testing.com

(Scan QR Code)

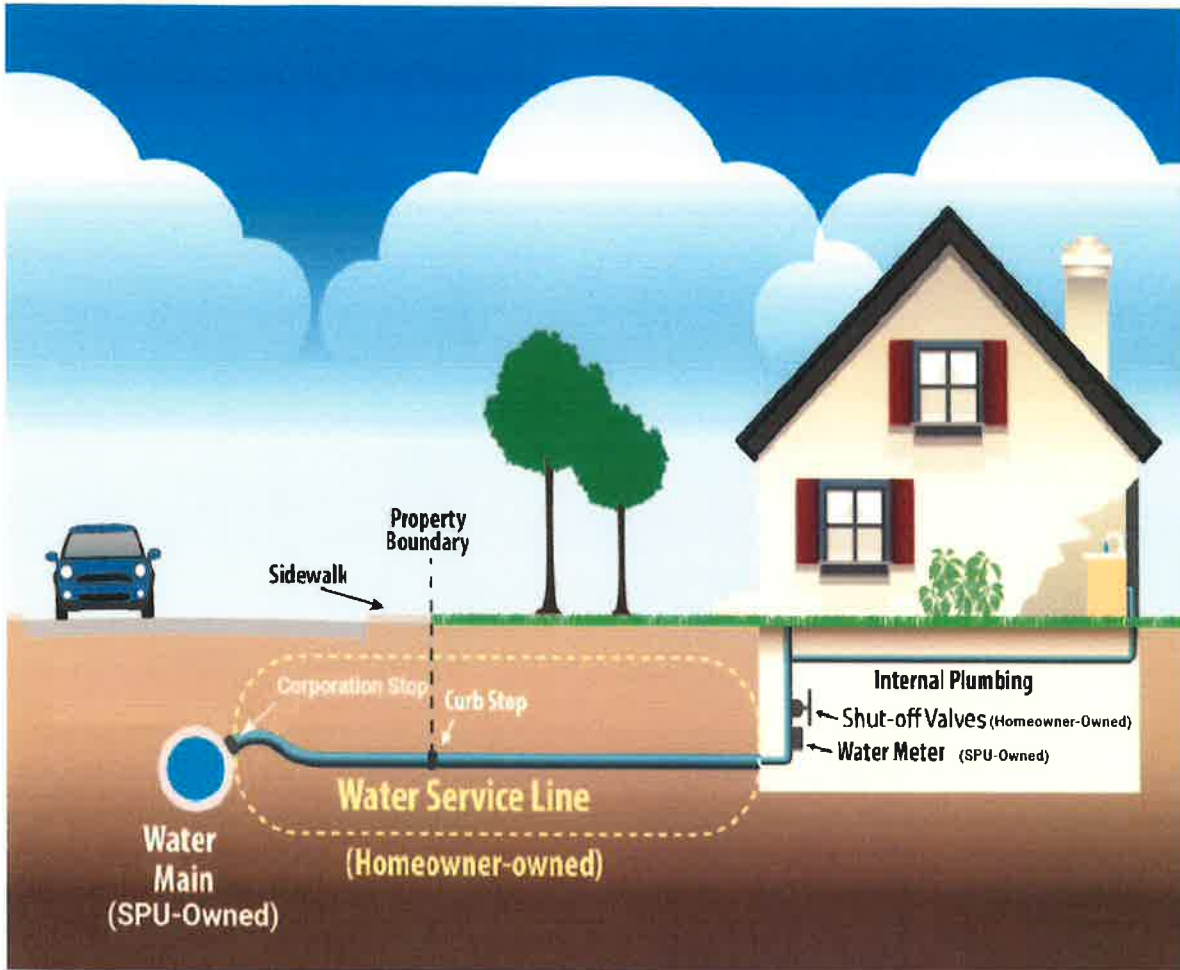


-OR -

Call 763-274-9109 (Monday-Thursday 8am-5pm)

Have this Key Number available when scheduling:

An adult 18 years or older must be present at the time of the installation.



*In accordance with the SPU Water Policy Manual,

- SPU owns and is responsible for the maintenance of the Water Main and the Water Meter.
- Property owners own and are responsible for the maintenance of the Water Service Line extending from their home/building to the water main, including the curb stop, (see page I-7) and all internal plumbing, including Valves.
- SPU-owned water meters may be removed, replaced or changed as needed (see page I-9).
- At reasonable hours of the day, SPU has access to all parts of every building and premises connected to the municipal water supply system (see page I-11).

The complete SPU Water Policy Manual can be found at ShakopeeUtilities.com

Thank you for your assistance in improving SPU's metering system.

Date

Name


Address

Shakopee, MN 55379

We Haven't Heard From You!
Required Water Meter Replacement – **2nd Notice for**

Service Address: ADDRESS HERE

Starting **the week of April 15th**, SPU will be replacing water meters in your area as we begin our Advanced Metering Infrastructure (AMI) system upgrade. There is no cost to you, the homeowner, for this replacement meter. All meters in our service territory will be exchanged through this upgrade.

1. **Please schedule an appointment for installation.**
 - a. Instructions for scheduling are on the next page. 
2. **Installers will need inside access to your existing water meter, which is typically located in the lower level or utility room of your home, near your main water shut-off.** Make sure there is a clear, unobstructed access to the water meter. The installer needs room to operate both valves and can access, remove and replace the meter with both hands.
 - a. If you cannot locate your water meter please contact the SPU water department for assistance - 952-233-1503.
3. **Generally, the exchange process will take less than an hour. Your water will be shut-off during this process.**
 - a. The shut-off valve must be fully operable (see image below to identify correct valve).
 - b. Please test your valve to make sure it can turn on and off. If the valve does not work properly, you should have it fixed prior to scheduling an appointment*. This will keep your appointment running efficiently.



- SPU has partnered with a third-party installation service, **Midwest Testing**, to assist with the meter changeouts. For your peace of mind and safety, all installers will have a photo ID, uniforms, travel in marked vehicles (MWT or SPU) and will have completed a background check.
- **Appointment times fill up quickly and are on a first come, first serve basis. Please respond in compliance with policy to avoid any future penalties.**
- Appointments are scheduled in two-hour windows. Installers will arrive within this block of time.

Monday-Thursday
8:00 am - 10:00 am 10:00 am – 12:00 pm
12:30 pm – 2:30 pm 2:30 pm - 4:30 pm 4:30 pm – 6:30 pm

- For additional information about this installation and water policy, please visit:

www.shakopeeutilities.com/meterfaq

Please schedule your appointment at:

www.midwest-testing.com

(Scan QR Code)



-OR -

Call 763-274-9109 (Monday-Thursday 8am-5pm)

Have this Key Number available when scheduling:

An adult 18 years or older must be present at the time of the installation.

Date

Name


Address

Shakopee, MN 55379

Your response is needed immediately.
Required Water Meter Replacement – **3rd Notice for**

Service Address: ADDRESS HERE

Starting **the week of April 15th**, SPU will be replacing water meters in your area as we begin our Advanced Metering Infrastructure (AMI) system upgrade. There is no cost to you, the homeowner, for this replacement meter. All meters in our service territory will be exchanged through this upgrade.

1. **Please schedule an appointment for installation.**
 - a. Instructions for scheduling are on the next page. 
2. **Installers will need inside access to your existing water meter, which is typically located in the lower level or utility room of your home, near your main water shut-off.** Make sure there is a clear, unobstructed access to the water meter. The installer needs room to operate both valves and can access, remove and replace the meter with both hands.
 - a. If you cannot locate your water meter please contact the SPU water department for assistance - 952-233-1503.
3. **Generally, the exchange process will take less than an hour. Your water will be shut-off during this process.**
 - a. The shut-off valve must be fully operable (see image below to identify correct valve).
 - b. Please test your valve to make sure it can turn on and off. If the valve does not work properly, you should have it fixed prior to scheduling an appointment*. This will keep your appointment running efficiently.





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

- SPU has partnered with a third-party installation service, **Midwest Testing**, to assist with the meter changeouts. For your peace of mind and safety, all installers will have a photo ID, uniforms, travel in marked vehicles (MWT or SPU) and will have completed a background check.

• **Please respond. Failure to comply will result in a monthly penalty of \$100, with the risk of disconnection of service.**

- Appointments are scheduled in two-hour windows. Installers will arrive within this block of time.

Monday-Thursday
8:00 am - 10:00 am 10:00 am – 12:00 pm
12:30 pm – 2:30 pm 2:30 pm - 4:30 pm 4:30 pm – 6:30 pm

- For additional information about this installation and water policy, please visit:

www.shakopeeutilities.com/meterfaq

Please schedule your appointment at:

www.midwest-testing.com

(Scan QR Code)



-OR -

Call 763-274-9109 (Monday-Thursday 8am-5pm)

Have this Key Number available when scheduling:

An adult 18 years or older must be present at the time of the installation.

RESOLUTION #2024-09

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

ARBOR BLUFF 1ST ADDITION

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

WHEREAS, the pipe sizes require for that project have been approved as shown on the engineering drawing by Pioneer Engineering, 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

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 \$70,139.64, 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.

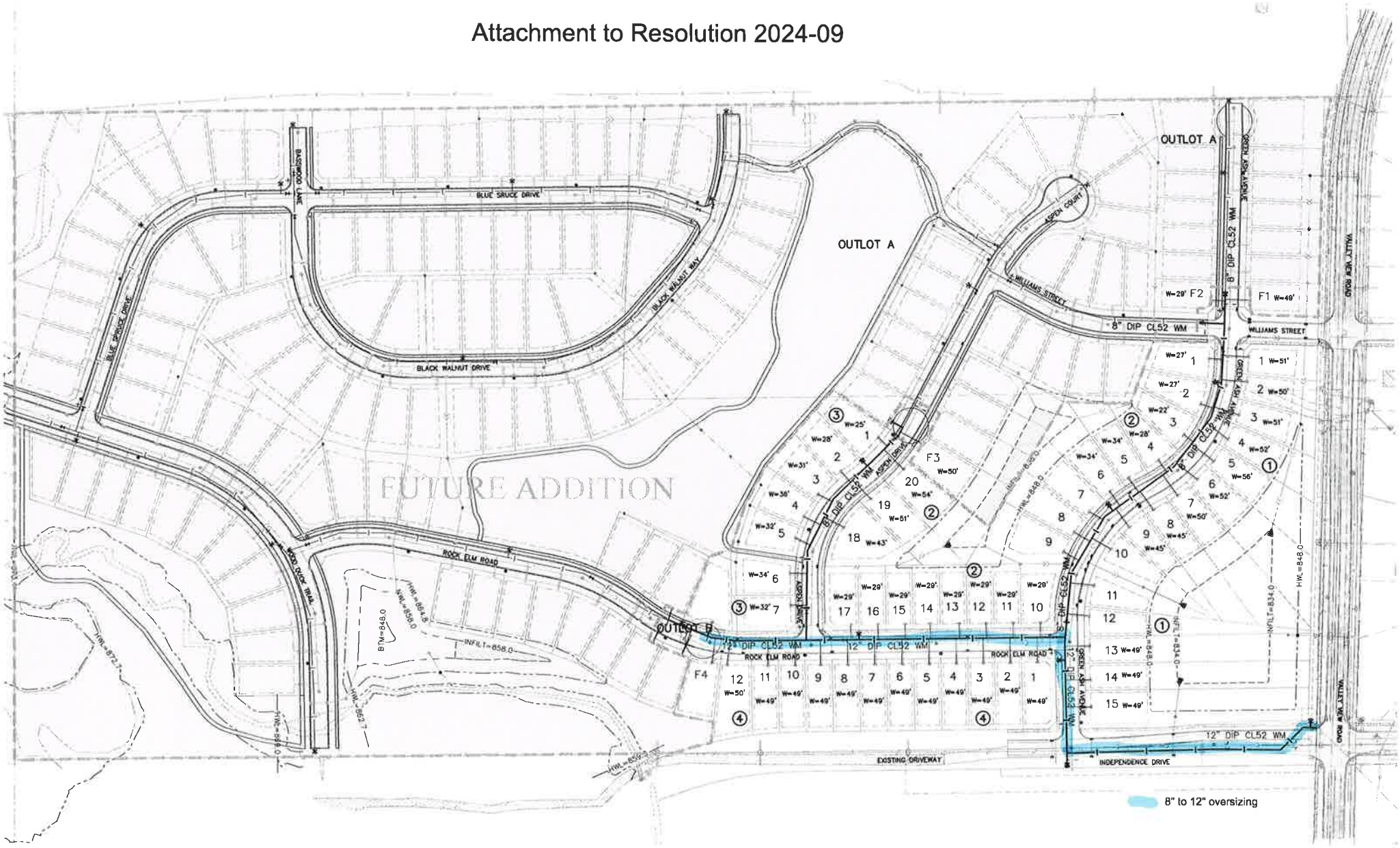
Passed in regular session of the Shakopee Public Utilities Commission, this 4th day of March 2024.

Commission President: Justin Krieg

ATTEST:

Commission Secretary: Greg Drent

Attachment to Resolution 2024-09



8" to 12" oversizing

RESOLUTION #2024-10

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

Block 1, Lots 1-15; Block 2, Lots 1 – 20;
Block 3, Lots 1-7; Block 4, Lots 1- 12
ARBOR BLUFF 1ST ADDITION

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 \$99,623.81 based on 18.59 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:

Block 1, Lots 1-15; Block 2, Lots 1 – 20;
Block 3, Lots 1-7; Block 4, Lots 1- 12
ARBOR BLUFF 1ST ADDITION

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 4th day of March 2024.

Commission President: Justin Krieg

ATTEST:

Commission Secretary: Greg Drent



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

DATE: February 28, 2024
TO: Greg Drent, General Manager *gld*
FROM: Kelley Willemssen, Director of Finance & Administration *kw*
SUBJECT: SPU Investment Performance Review/ Economic & Market Update

Background:

We continue working with PFM Asset Management to monitor our investments and assess our cash flows to ensure ample liquidity for upcoming capital projects.

Brian Johnson and Danny Nelson with PFM Asset Management will join the March 4th commission meeting to provide a brief market update, a portfolio review, and a projection of cash flow balances based on the 5-year capital improvement plan.

Requested Action

No action requested.

Market Update and Portfolio Review

Shakopee Public Utilities

March 4, 2024

612.371.3747 | pfmam.com

PFM Asset Management LLC

NOT FDIC INSURED : NO BANK GUARANTEE : MAY LOSE VALUE

Agenda

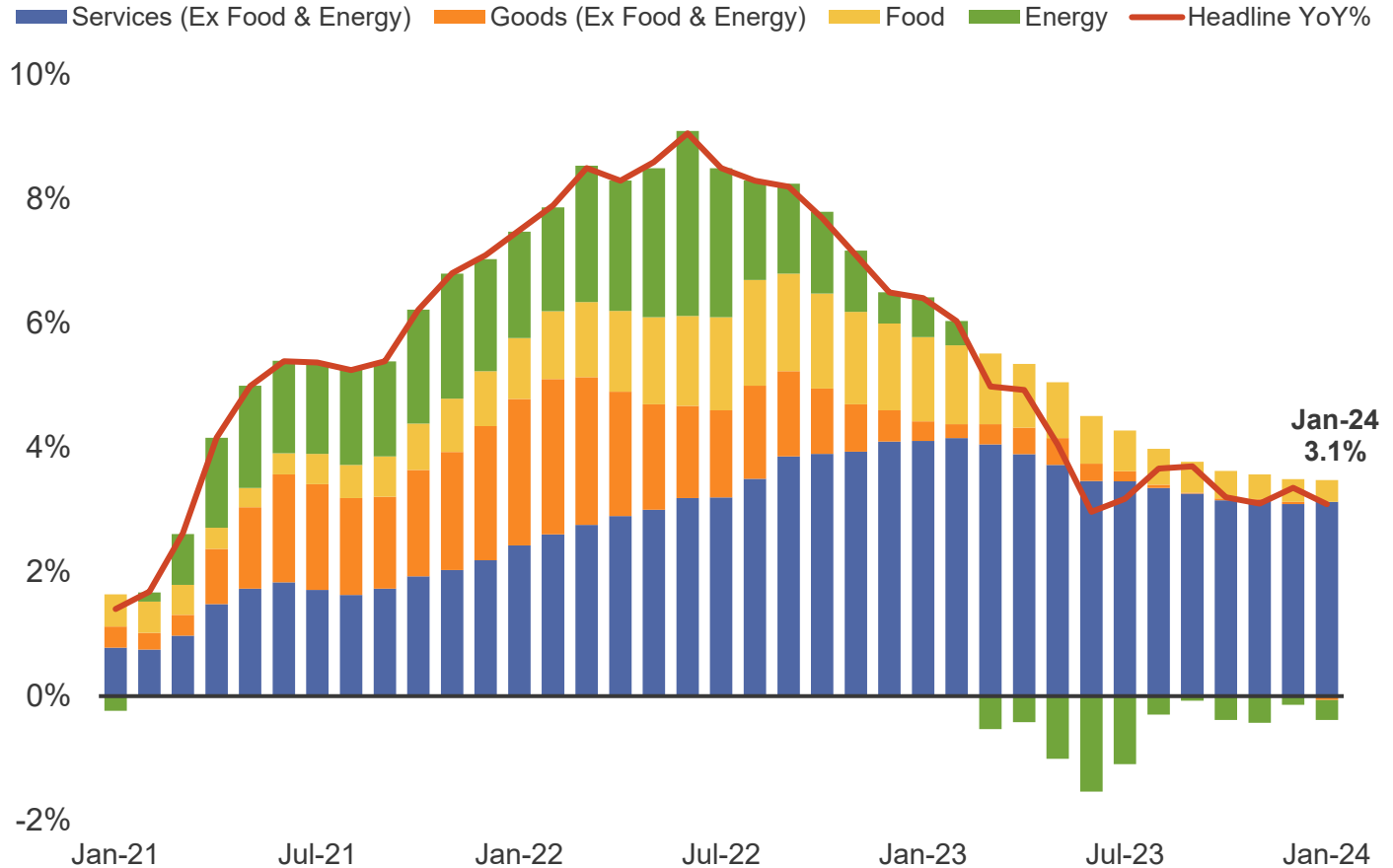
- ▶ **Market Update**
- ▶ **Portfolio Review**

Market Update



January CPI Higher Than Expected

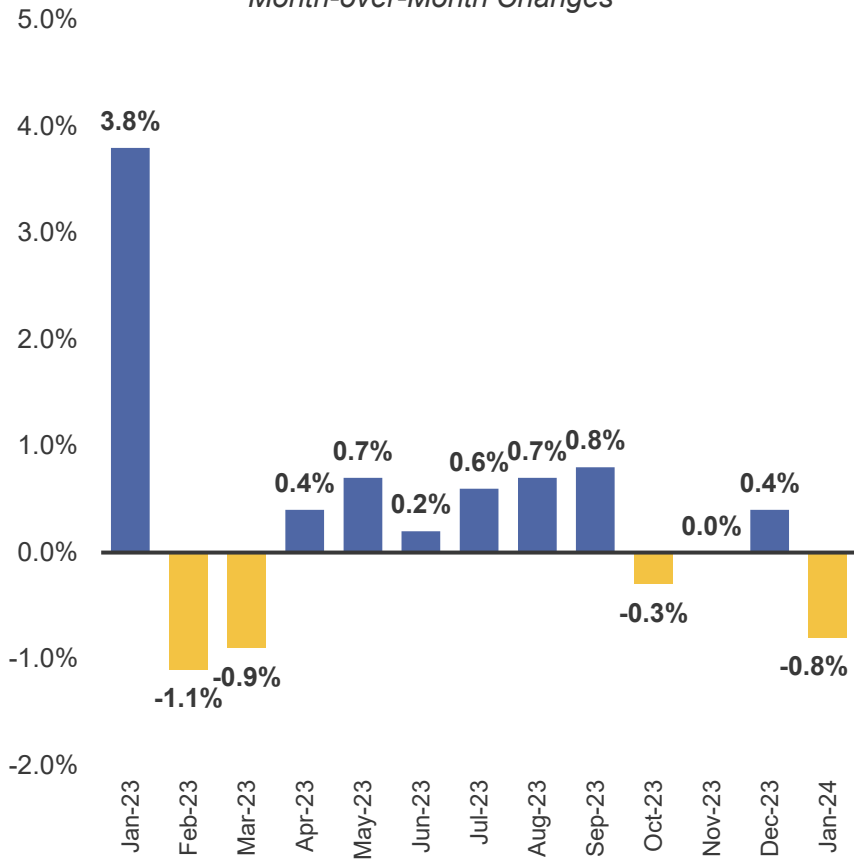
Consumer Price Index (CPI) Top-Line Contributions, Year-over-Year Changes



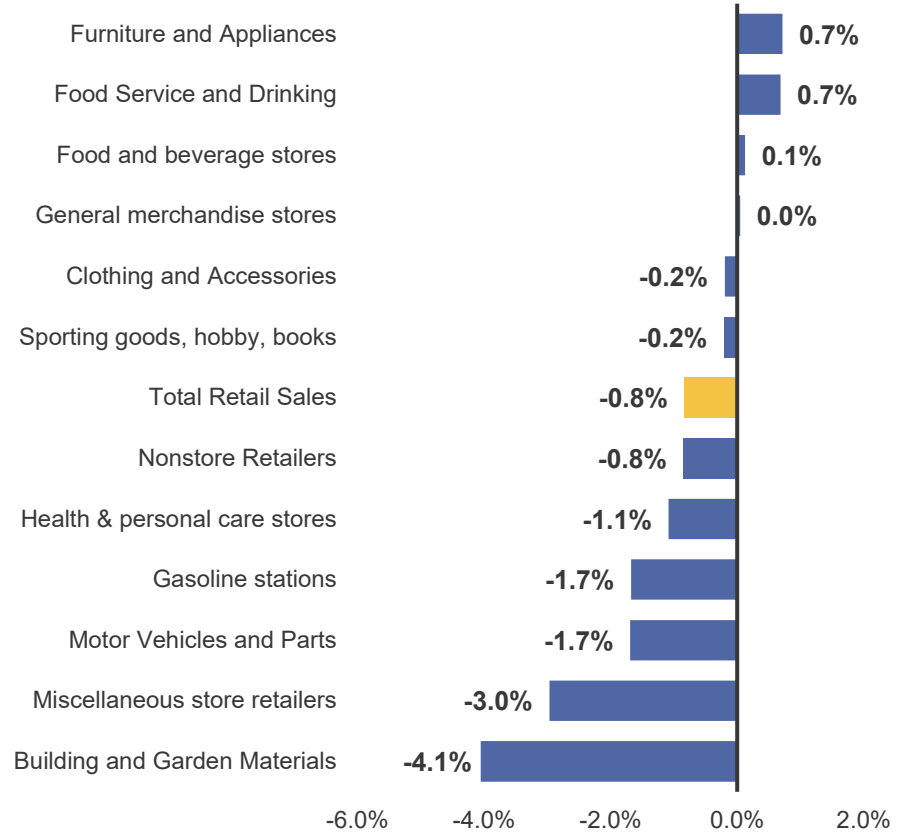
Lower energy and goods prices help to offset increases in wage-driven services costs

Retail Sales Fall After Strong Holiday Shopping Season

Retail Sales
Month-over-Month Changes



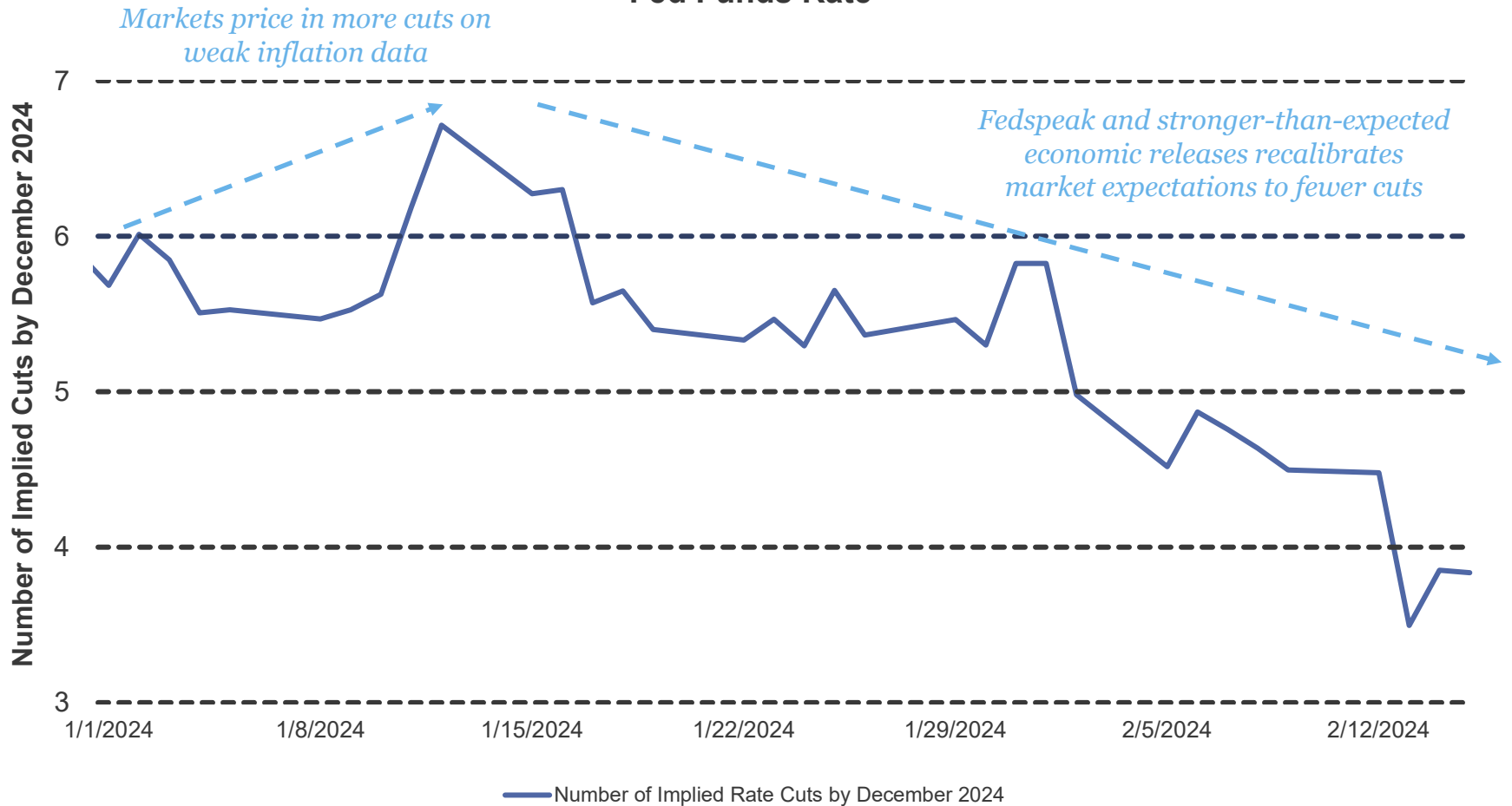
Retail Sales (Month over Month)
January 2024



Source: Bloomberg, as of January 2024.

Market Changes Course and Prices in Fewer Rate Cuts by Year End

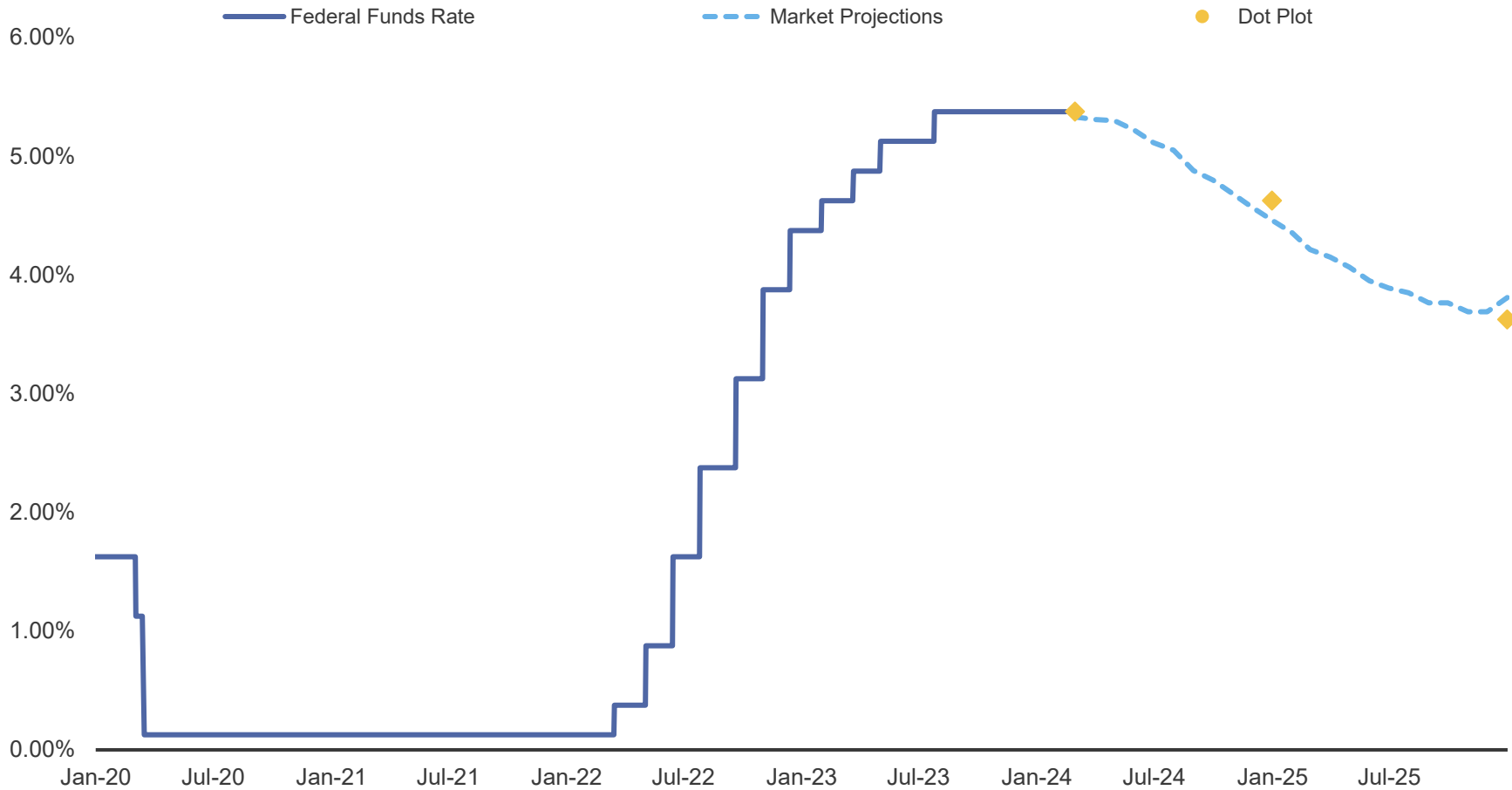
Fed Funds Rate



Sources: Bloomberg, as of 2/15/2024.

Market Projections and Fed's Dot Plot Begin to Converge

Fed Funds Rate



Sources: The Federal Reserve and FRED, data as of 2/15/2024.

- The minutes from the January 31 – February 1, 2024 Federal Open Market Committee (“FOMC”) meeting reiterated that **quelling price pressures remains of paramount importance** for the Fed.
- On the current economic backdrop, Committee members noted that “growth in U.S. real gross domestic product (“**GDP**”) **was solid in the fourth quarter of 2023** but had stepped down from the third quarter’s strong pace. Labor market conditions continued to be tight but showed further signs of easing.”
- On the appropriate policy actions, “members agreed to maintain the target range for the federal funds rate at **5.25% to 5.50%.**” This was supported by slowing economic momentum, easing inflation, and the labor market coming into better balance.
- When discussing the future path of policy, the Committee “does not expect it will be appropriate to reduce the target range until it has **gained greater confidence** that inflation is moving sustainably toward 2.0%.”

Minutes of the Federal Open Market Committee January 30–31, 2024

A joint meeting of the Federal Open Market Committee and the Board of Governors of the Federal Reserve System was held in the offices of the Board of Governors on Tuesday, January 30, 2024, at 10:00 a.m. and continued on Wednesday, January 31, 2024, at 9:00 a.m.¹

Attendance

Jerome H. Powell, Chair
John C. Williams, Vice Chair
Thomas I. Barkin
Michael S. Barr
Raphael W. Bostic
Michelle W. Bowman
Lisa D. Cook
Mary C. Daly
Philip N. Jefferson
Adriana D. Kugler
Loretta J. Mester
Christopher J. Waller

Susan M. Collins, Austan D. Goolsbee, Kathleen O’Neill, Jeffrey R. Schmid, and Sushmita Shukla, Alternate Members of the Committee

Patrick Harker, Neel Kashkari, and Lorie K. Logan, Presidents of the Federal Reserve Banks of Philadelphia, Minneapolis, and Dallas, respectively

Joshua Gallin, Secretary
Matthew M. Luecke, Deputy Secretary
Brian J. Bonis, Assistant Secretary
Michelle A. Smith, Assistant Secretary
Mark E. Van Der Weide, General Counsel
Richard Ostrander, Deputy General Counsel
Trevor A. Reeve, Economist
Stacey Tevlin, Economist
Beth Anne Wilson, Economist

Shaghi Ahmed, James A. Clouse, Edward S. Knotek II, David E. Lebow, Sylvain Leduc, Paula Tkac, and William Wascher, Associate Economists

Roberto Perli, Manager, System Open Market Account
Julie Ann Remache, Deputy Manager, System Open Market Account

Stephanie R. Aaronson, Senior Associate Director, Division of Research and Statistics, Board
Jose Acosta, Senior System Administrator II, Division of Information Technology, Board

Isaiah C. Ahn, Information Management Analyst, Division of Monetary Affairs, Board

Roe Armenter, Executive Vice President, Federal Reserve Bank of Philadelphia

Alyssa Arute, Manager, Division of Reserve Bank Operations and Payment Systems, Board

Penelope A. Beattie,² Section Chief, Office of the Secretary, Board

David Bowman, Senior Associate Director, Division of Monetary Affairs, Board

Celso Brunetti,³ Assistant Director, Division of Research and Statistics, Board

Juan C. Climent, Special Adviser to the Board, Division of Board Members, Board

Daniel M. Covitz, Deputy Director, Division of Research and Statistics, Board

Jennifer S. Crystal, Senior Adviser, Division of International Finance, Board

Stephanie E. Curcun, Deputy Director, Division of International Finance, Board

Ryan Decker, Special Adviser to the Board, Division of Board Members, Board

Sarah Devany, First Vice President, Federal Reserve Bank of San Francisco

Rochelle M. Edge, Deputy Director, Division of Monetary Affairs, Board

Eric C. Engstrom, Associate Director, Division of Research and Statistics, Board

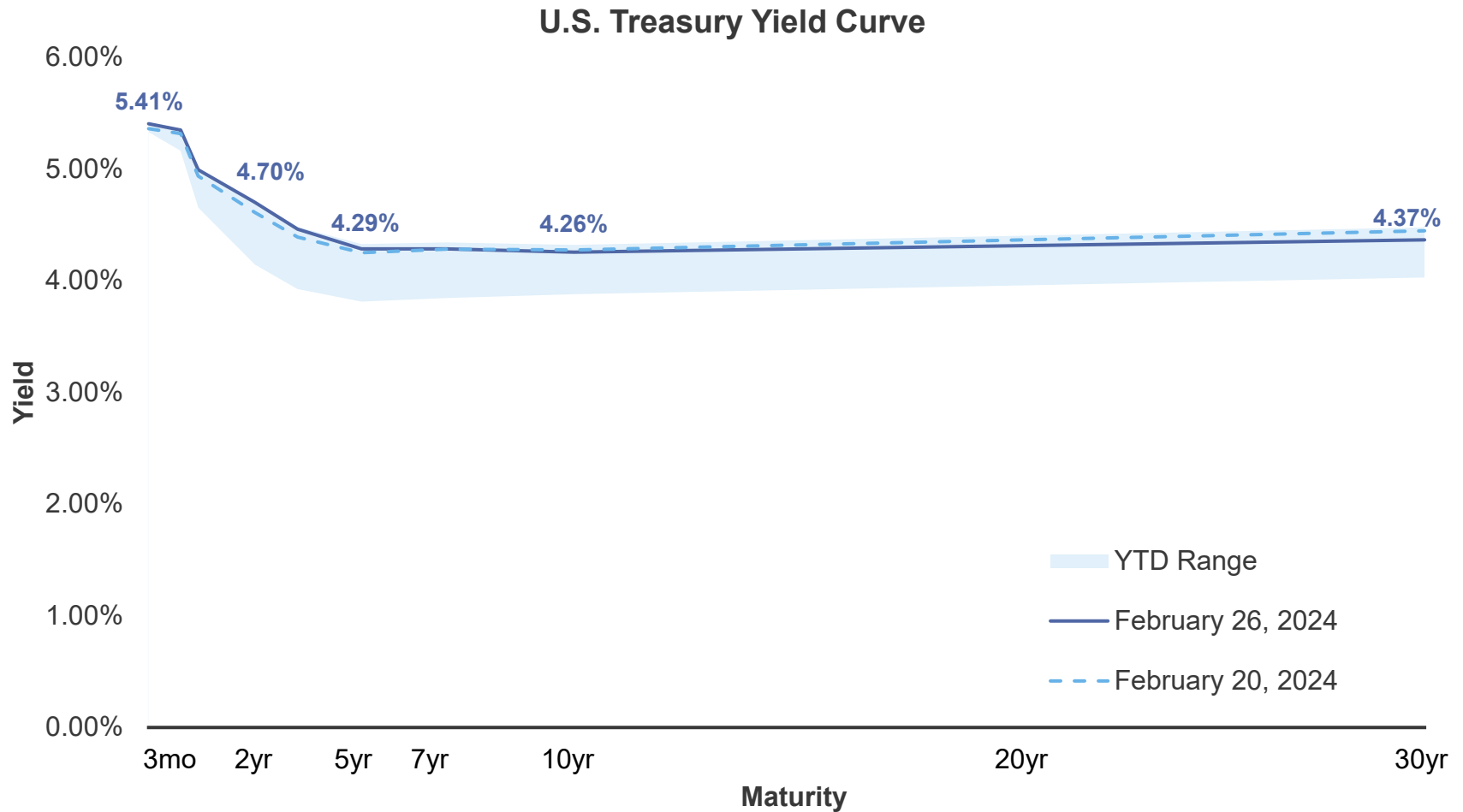
Jon Faust, Senior Special Adviser to the Chair, Division of Board Members, Board

¹ The Federal Open Market Committee is referenced as the “FOMC” and the “Committee” in these minutes; the Board of Governors of the Federal Reserve System is referenced as the “Board” in these minutes.

² Attended through the discussion of the economic and financial situation.

³ Attended opening remarks for Tuesday’s session only.

Treasury Yields Slightly Higher in the 0 – 10 Year Space



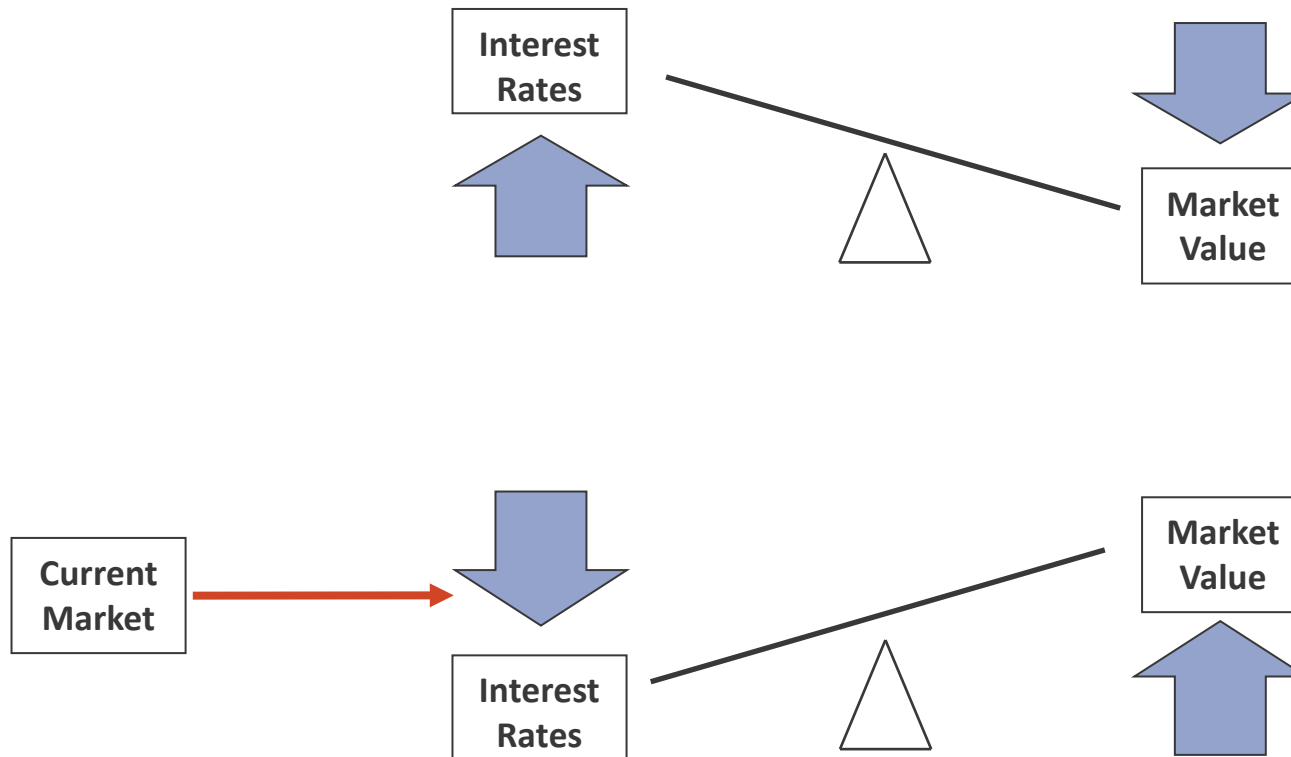
Source: Bloomberg, as of 2/26/2024.

Portfolio Review



Interest Rate Risk

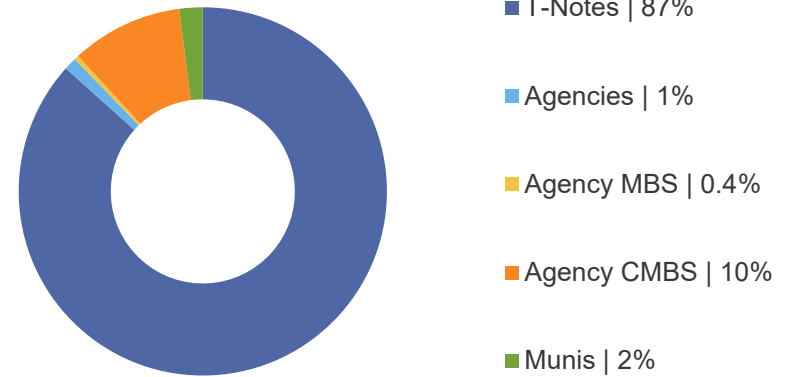
- ▶ Market values and interest rate movements are inversely related
- ▶ As interest rates rise or fall market values fluctuate; longer maturity = greater price volatility
- ▶ Market value fluctuations will impact total return, which includes unrealized price depreciation



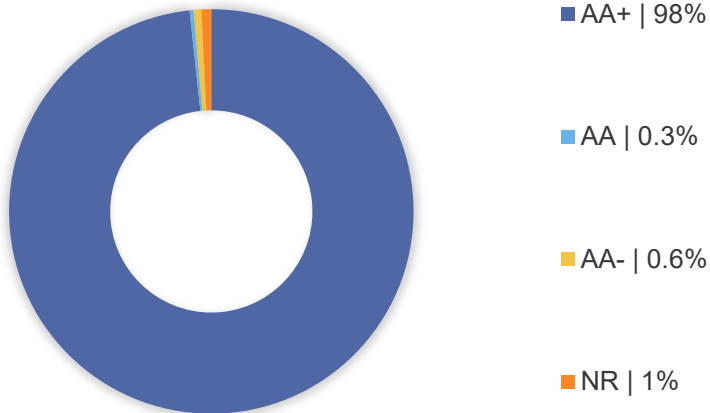
PORTFOLIO STATISTICS

Book Value	\$47,401,788
Duration	1.41 Years
Yield at Cost	2.82%
Yield at Market	4.61%

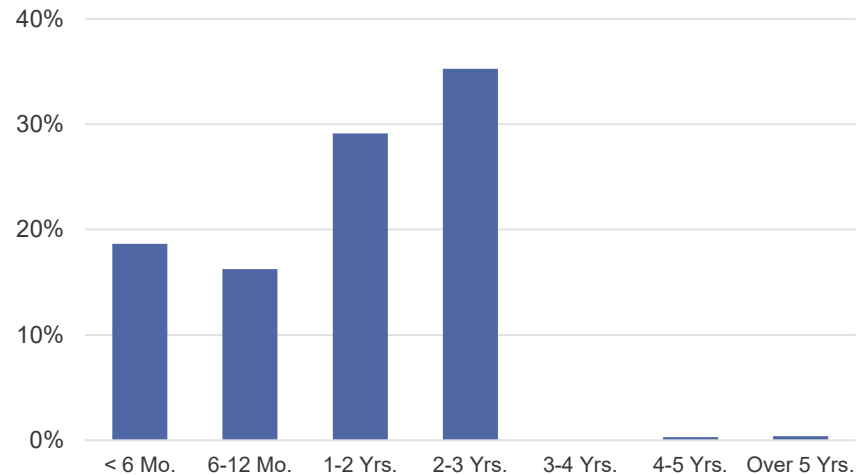
SECTOR ALLOCATION



CREDIT QUALITY



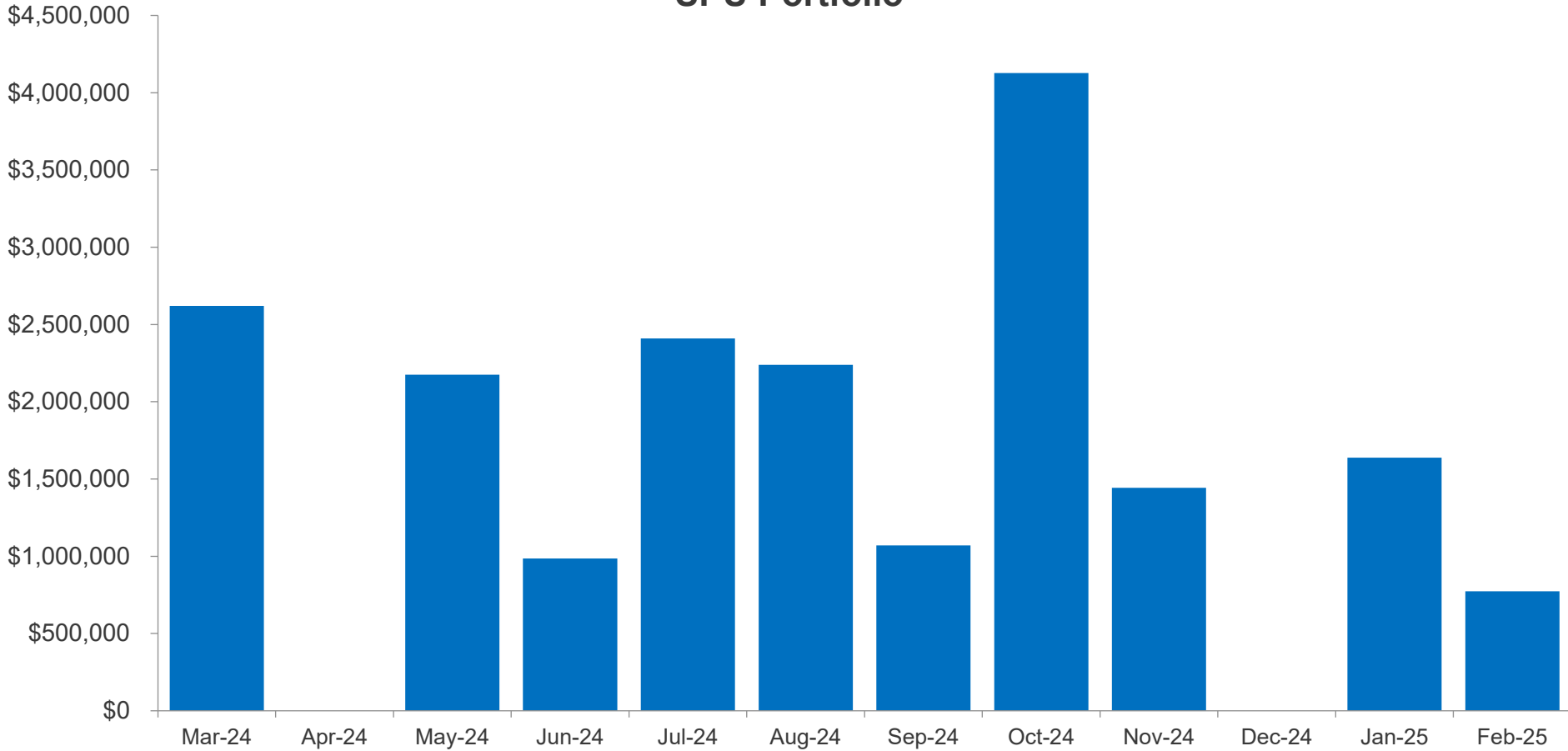
DURATION DISTRIBUTION



Information as of January 31, 2024. Sector allocation excludes cash balances of \$5,461,445. Credit quality uses S&P rating, or Moody's equivalent if not rated by S&P. Unrealized gains/(losses) are shown on an amortized cost basis. Please see important disclosures.

Upcoming Maturities

SPU Portfolio

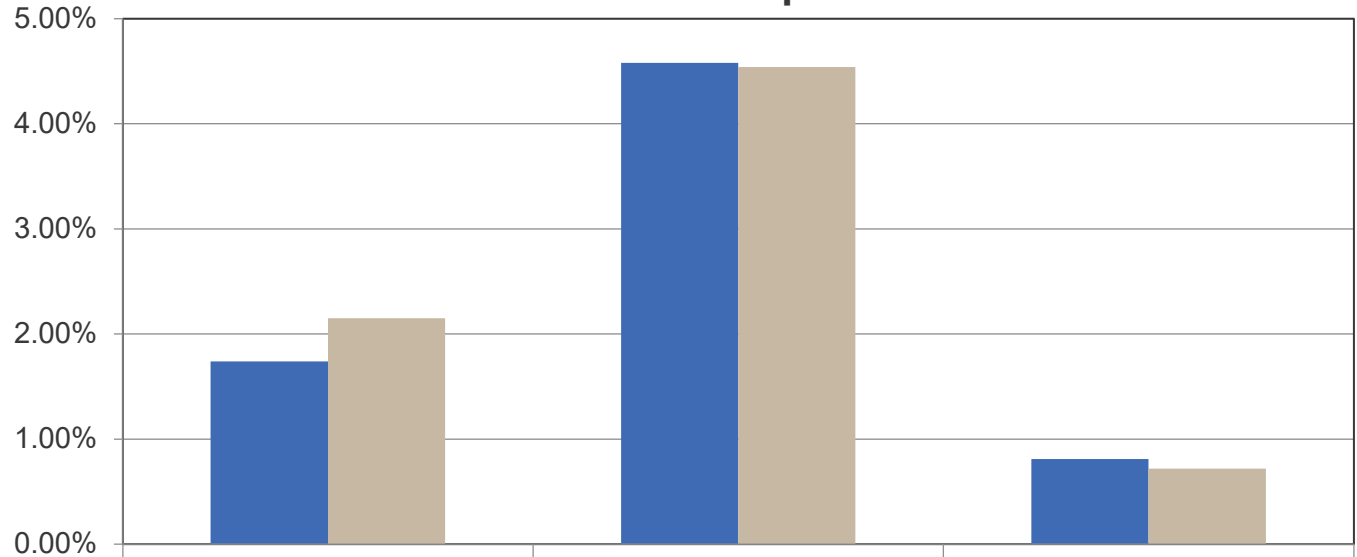


The chart above does not include closing cash balance of \$5,461,445 as of January 31, 2024, and only includes assets managed by PFM Asset Management LLC.

Shakopee Public Utilities Portfolio Performance

- The SPU portfolio returned 1.37% for the previous quarter
- SPU's portfolio performance has so far exceeded the return of the benchmark since its inception of June 30, 2021

Total Return Comparison*



	4Q 2023 ⁴	Past Year	Since Inception (6/30/2021)
Shakopee Public Utilities Portfolio	1.74%	4.58%	0.81%
BoA / ML 0 – 3 Year U.S. Treasury Index	2.15%	4.54%	0.72%

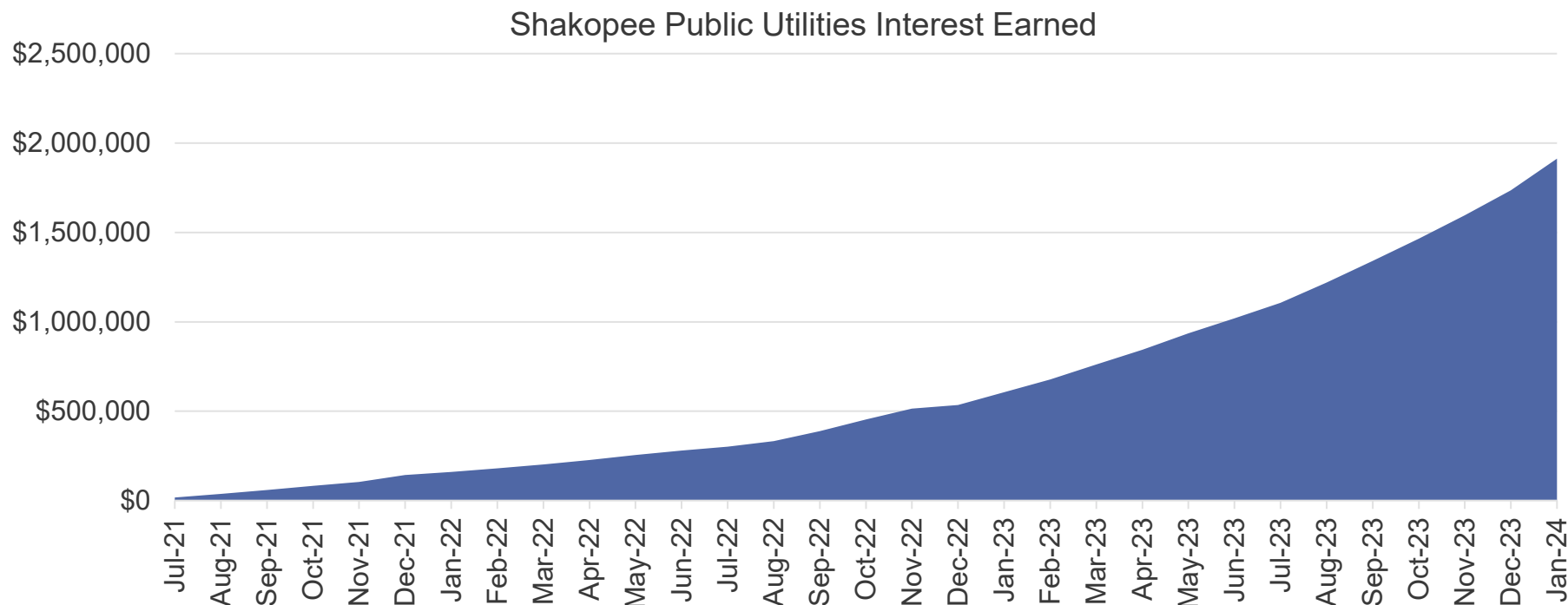
1. Performance on trade date basis, gross (i.e., before fees), in accordance with the CFA Institute's Global Investment Performance Standards (GIPS).

2. Bank of America / Merrill Lynch Indices provided by Bloomberg Financial Markets.

3. Includes money market fund/cash balances in performance and duration calculations.

4. Quarterly returns are presented on an unannualized basis. Performance numbers for periods greater than 1 year are presented on an annualized basis. Information as of December 31, 2023.

Accrual Basis Earnings – SPU Portfolio



Accrual Basis Earnings – Shakopee Public Utilities

Accrual Basis Earnings	3 Months	1 Year	Since Inception
Interest Earned	\$379,487	\$1,082,597	\$1,696,629
Realized Gains / (Losses)	-	(\$1,296)	(\$63,657)
Change in Amortized Cost	\$15,504	\$119,939	\$280,326
Total Earnings	\$394,991	\$1,201,240	\$1,913,298

Inception of June 30, 2021. Interest earned calculated as the ending accrued interest beginning accrued interest, plus net interest activity.

Historical Balances and Cash Flow Seasonality Factors

Month	Average Monthly Balance*	Historical Factor
Average	54,387,442	100.00%
January	53,518,982	98.40%
February	53,763,532	98.85%
March	54,168,766	99.60%
April	54,795,522	100.75%
May	55,958,271	101.05%
June	54,749,849	100.67%
July	54,517,122	100.24%
August	54,778,218	100.72%
September	54,947,321	101.03%
October	55,655,036	102.33%
November	55,474,193	102.00%
December	51,322,496	94.36%

▶ There is a seasonal pattern of cash flows as the funds generally demonstrate consistent seasonality

➤ High peak balances in October and November

➤ Low minimum balances during the months of December and January

▶ The SPU's seasonality is statistically significant

Shakopee Public Utilities: Capital Improvement Plan Summary

Electric Summary	Year					Total
Expenditure Item Description	2024	2025	2026	2027	2028	5-YEAR TOTAL
Electric Operating Fund	\$16,166,345	\$6,693,401	\$5,868,220	\$10,574,213	\$8,117,718	\$47,419,897
Relocation Fund	\$316,864	\$60,000	\$365,000	\$65,000	\$65,000	\$871,864
Electric Administrative Fund	\$461,260	\$176,300	\$119,831	\$200,234	\$161,250	\$1,118,875
TOTAL ELECTRIC	\$16,944,469	\$6,929,701	\$6,353,051	\$10,839,447	\$8,343,968	\$49,410,636

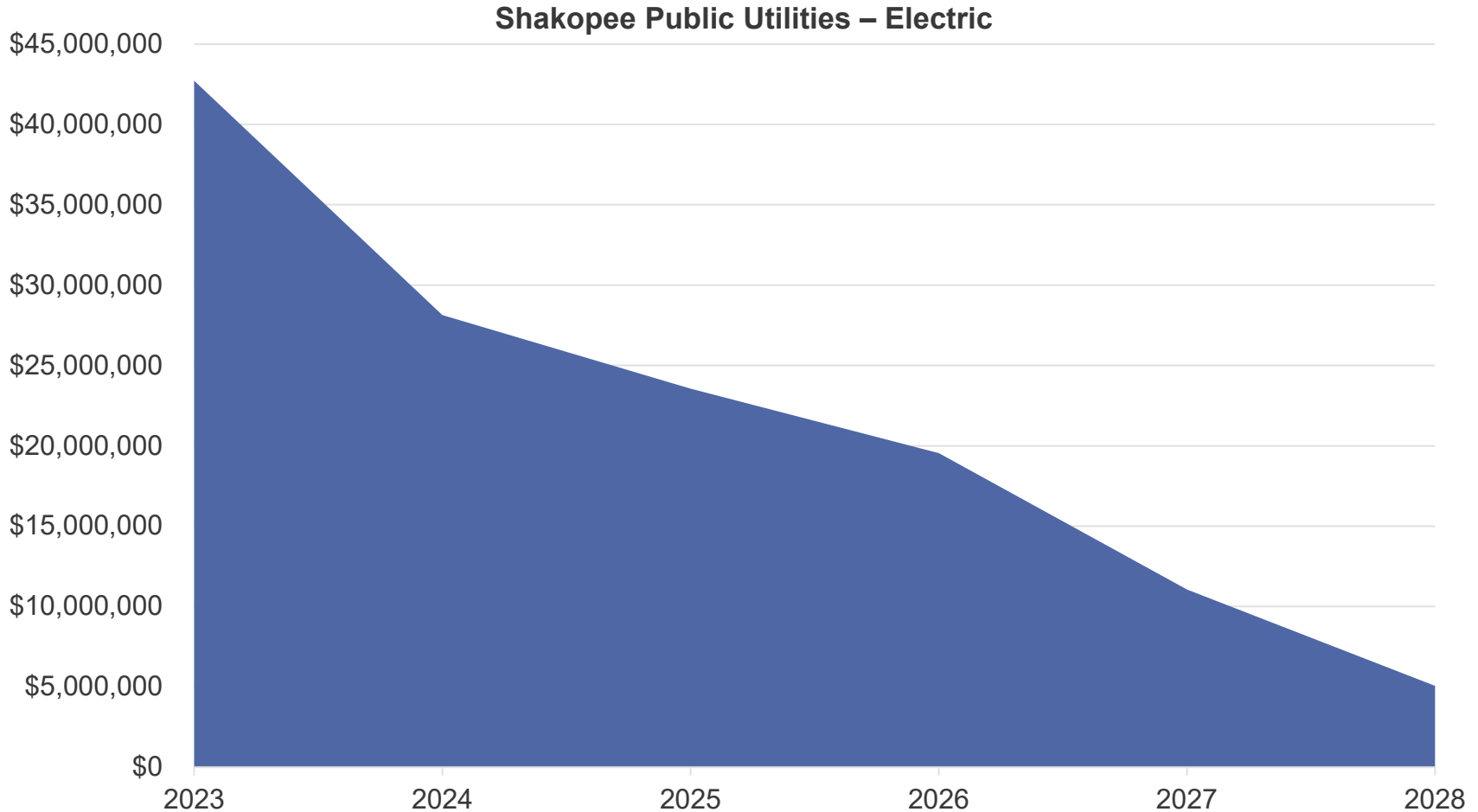
Water Summary	Year					Total
Expenditure Item Description	2024	2025	2026	2027	2028	5-YEAR TOTAL
Water Operating Fund	\$4,501,132	\$2,894,693	\$2,576,000	\$335,000	\$335,000	\$10,641,825
Reconstruction Fund	\$305,000	\$170,000	\$85,000	\$2,070,000	\$175,000	\$2,805,000
Trunk Fund	\$1,087,500	\$970,000	\$75,000	\$150,000	\$1,090,000	\$3,372,500
Connection Fund	\$15,575,000	\$5,540,000	\$2,070,000	\$15,112,500	\$24,550,000	\$62,847,500
Water Administrative Fund	\$153,753	\$58,767	\$39,944	\$66,745	\$53,750	\$372,958
TOTAL WATER	\$21,622,385	\$9,633,460	\$4,845,944	\$17,734,245	\$26,203,750	\$80,039,783

<u>TOTALS</u>	<u>\$38,566,854</u>	<u>\$16,563,161</u>	<u>\$11,198,995</u>	<u>\$28,573,691</u>	<u>\$34,547,718</u>	<u>\$129,450,419</u>
----------------------	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------	-----------------------------

Source: This analysis represents data and balances provided by the Utilities.

SPU Capital Improvement Plan Cash Flows: Electric Funds *(assumes no financing)*

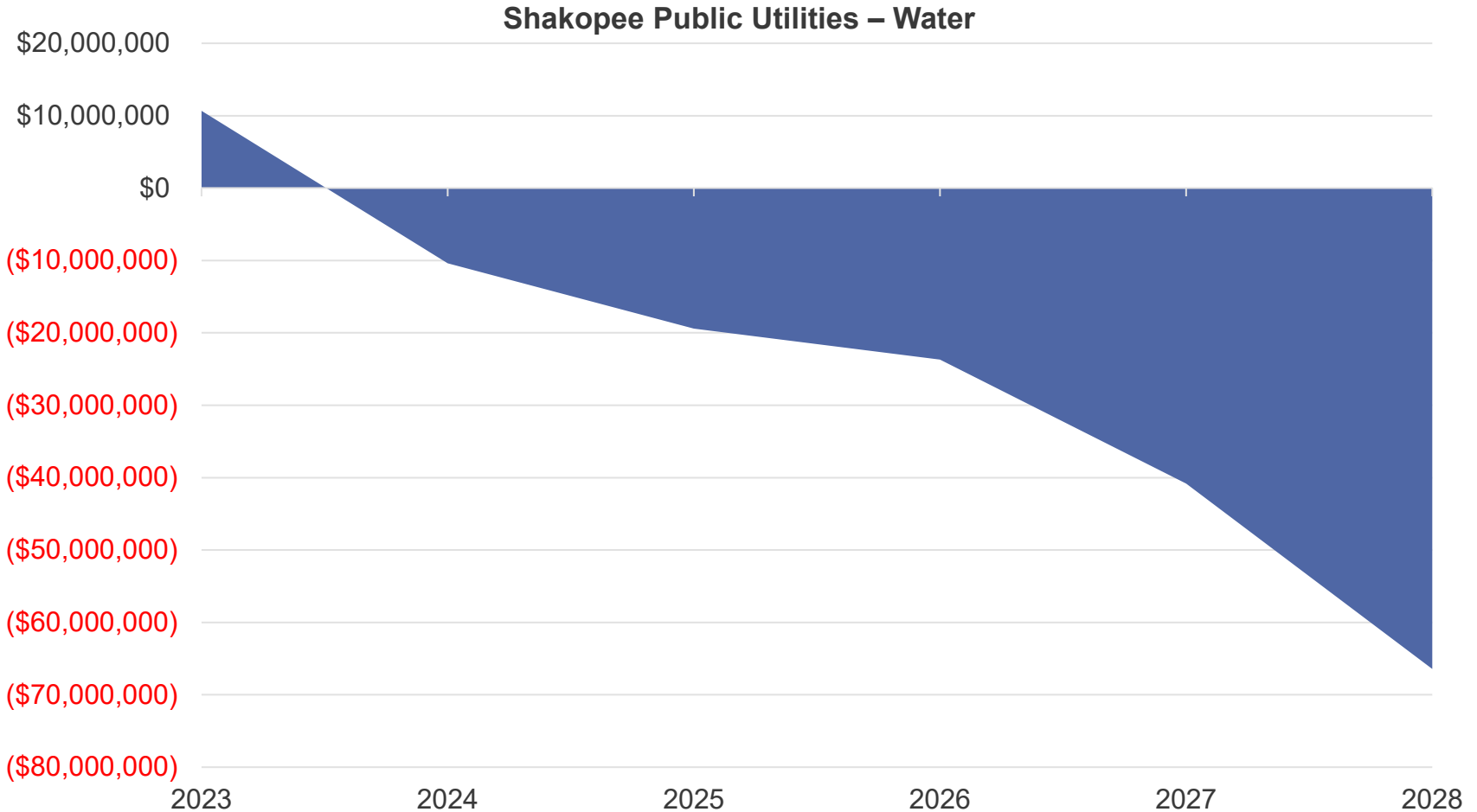
- ▶ The balances illustrated in the chart below include projected interest for the next five years which could change; this also does not include expected revenues, nor does it include petty cash and cash equivalents in the Utilities' various checking, savings, and money market fund accounts



For illustrative purposes only. This analysis represents data and balances provided by the Utilities. Total fund balances includes the Electric CIP accounts and only includes assets managed by PFM Asset Management LLC. Total end of year balances includes summary cash flows for the Electric capital improvement plan.

SPU Capital Improvement Plan Cash Flows: Water Funds *(assumes no financing)*

- ▶ The balances illustrated in the chart below include projected interest for the next five years which could change; this also does not include expected revenues, nor does it include petty cash and cash equivalents in the Utilities' various checking, savings, and money market fund accounts



For illustrative purposes only. This analysis represents data and balances provided by the Utilities. Total fund balances includes the Water CIP accounts and only includes assets managed by PFM Asset Management LLC. Total end of year balances includes summary cash flows for the Water capital improvement plan.

Next Steps: Evolution of the Utilities' Program and Strategy Considerations

Strategy	Benefit	Consideration
Extend Duration: 0 – 5yr Benchmark *	<ul style="list-style-type: none"> • Increased earnings potential • Capitalize on stable balances 	<ul style="list-style-type: none"> • Increased market value volatility • Possible realized gains/losses on sale of investment securities
Keep the Same Laddered Strategy: 0 – 3yr Benchmark	<ul style="list-style-type: none"> • Provides flexibility in a volatile rate environment • Maturity diversification can help to mitigate volatility 	<ul style="list-style-type: none"> • Lower portfolio duration • Negative quarterly returns
Eliminate Benchmark: Implement Bullet Portfolio Strategy	<ul style="list-style-type: none"> • Reduced budgetary volatility • Predictability of income 	<ul style="list-style-type: none"> • Lower liquidity profile • Cash flow risk

* For consideration: would require an amendment to the investment policy statement to update the benchmark.

Disclaimer

Investment advisory services are provided by PFM Asset Management LLC (“PFMAM”), an investment adviser registered with the U.S. Securities and Exchange Commission and a subsidiary of U.S. Bancorp Asset Management, Inc. (“USBAM”). USBAM is a subsidiary of U.S. Bank National Association (“U.S. Bank”). U.S. Bank is a separate entity and subsidiary of U.S. Bancorp. U.S. Bank is not responsible for and does not guarantee the products, services or performance of PFMAM. The information contained is not an offer to purchase or sell any securities. Additional applicable regulatory information is available upon request.

For more information regarding PFMAM’s services please visit www.pfmam.com.



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

DATE: 2/26/2024
 TO: Commissioners
 FROM: Greg Drent, General Manager *GD*
 Subject: County 800 MHz on Tower 3

Scott County is responsible for maintaining the emergency response radio system for all law enforcement agencies within Scott County. The county is looking to expand the emergency response radio system where there are known gaps that will become a greater public safety concern as development continues in Shakopee. Scott County has explored several locations/options for its 800 MHz emergency radio tower in Shakopee. Following this research, they have identified the best option for Scott County is on SPU's Water Tower Number 3 by Canterbury. Scott County has contacted SPU about partnering in this endeavor.

The following details the importance of an 800 MHz system, as well as the proposed partnership by the County with SPU. Staff is sharing this concept with the Commission and looking for direction to proceed or cease further discussions with the County.

Importance of 800 MHz Radio Technology

You may ask why 800 MHz Radio Technology is so important to Shakopee, so I asked ChatGPT and here is their response:

Title: Enhancing Emergency Services Communication through 800 MHz Radio Technology

Introduction:

Effective communication is paramount in emergency services, where timely and accurate information can make the difference between life and death. The adoption of advanced communication technologies has significantly improved the capabilities of emergency services worldwide. One such crucial innovation is the use of 800 MHz radio systems, providing emergency responders with a reliable and efficient means of communication in the face of challenging situations.

Overview of 800 MHz Radio Technology:

The 800 MHz radio system operates within the radiofrequency range of 800-900 MHz, offering several advantages for emergency services. This technology falls under the umbrella of Land Mobile Radio (LMR) systems, specifically designed to meet the unique communication needs of public safety agencies, including police, fire departments, and emergency medical services.

Key Features and Benefits:



1. **Interoperability:** 800 MHz radios are built with interoperability in mind, allowing different agencies to communicate seamlessly during joint operations. Interoperable communication is crucial for coordinating efforts among various emergency services and ensuring a swift and well-coordinated response to crises.
2. **Wide Area Coverage:** The 800 MHz frequency range provides excellent coverage, particularly in urban and suburban environments. This ensures that emergency responders can communicate effectively over significant distances, overcoming challenges posed by geographical barriers and enhancing overall operational efficiency.
3. **Secure Communication:** Security is a top priority in emergency services, and 800 MHz radios are equipped with advanced encryption features to protect sensitive information. Secure communication is essential to prevent unauthorized access and maintain the confidentiality of critical details during emergency operations.
4. **Reliability and Redundancy:** In emergency situations, reliability is paramount. 800 MHz radio systems are designed to operate in adverse conditions, offering redundancy and backup capabilities to ensure continuous communication even in the event of network failures or infrastructure damage.
5. **Advanced Features:** Modern 800 MHz radios come equipped with advanced features such as GPS tracking, emergency alerting, and priority access to the network during crises. These features enhance situational awareness and contribute to the safety and effectiveness of emergency responders in the field.

Case Studies:

Several successful implementations of 800 MHz radio systems have demonstrated their effectiveness in emergency services. For example, during natural disasters, such as hurricanes or wildfires, these systems have facilitated communication among diverse agencies, enabling a coordinated and efficient response.

Conclusion:

The deployment of 800 MHz radio technology has become a cornerstone in enhancing communication within emergency services. Its interoperability, wide area coverage, secure communication, reliability, and advanced features make it a vital tool for first responders. As technology continues to evolve, the 800 MHz radio system remains a critical component in the arsenal of tools that emergency services rely on to safeguard communities and save lives.

Benefits to SPU

There are benefits to SPU in partnering with Scott County in this endeavor. SPU is currently on its own radio system. We will need to replace our existing system in the near future and incur that cost of replacement. (See equipment needs below). By switching to the 800 MHz technology, we would have



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

increased communications between community services on this shared system. We could communicate with Scott County and City officials during emergencies. If cell towers go down and/or are overwhelmed, SPU would have continued communications with personnel and emergency services via these radios.

Under the County's proposal, SPU would no longer have any ongoing costs associated with owning and maintaining its own separate radio system. The county will maintain the system. SPU would maintain its own equipment (i.e., radios).

Furthermore, there is increased security using this technology/system.

Other Options

To date, SPU has yet to receive any requests from cellular providers to use this water tower. The average rent for a water tower cellular connection is \$33,000 annually. Note: There is room for multiple vendors on a given tower. The county's 800 Mhz system would not limit SPU from future options.

Equipment Needs

Electric Dept. 800 MHz radio request

Mobile units truck mounted -19
Handhelds/portables -10
Base – 1 (Scada Area)

Water Department Radios

Portables -11 w/vehicle chargers and individual 120v chargers
Mobile unit truck mounted -3
Base Radio – 1 (Scada Area)

Engineering Dept

Portable – 1

IT Department

Portable – 1 (Hot Spare)

Customer Service

Portables – 2

Total budget amount to purchase all the radio and base stations would be \$114,500 with some possible additional costs coming from the installation of 800 MHz capable antennas for the two SCADA base stations.

SPU is also considering having our secondary data center housed at the Scott County Public Works building in Jordan as a disaster recovery site. This would give SPU a geographically diverse location in case of a large-scale disaster. The county would waive the fees associated with cost of the network rack





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

rental, along with the cost of the fiber lease. This value would be between \$2640-\$3960 per year for the rack rental and \$5400-\$6600 per year in fiber costs.

Action:

Review attached Scott County Co-Location Meeting Summary and Draft Agreement and discuss next steps.

CONSULTANT:

Edge
 Consulting Engineers, Inc.
 624 WATER STREET
 PRAIRIE DU SAC, WI 53578
 608.644.1449 VOICE
 608.644.1549 FAX
 www.edgeconsult.com

CLIENT:

Scott
 COUNTY | MINNESOTA

TITLE SHEET
SCOTT CO. SHAKOPEE. WT
SHAKOPEE, MN

ENGINEER SEAL:
 - PRELIMINARY -
 NOT FOR CONSTRUCTION

I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SUBMITTAL:		
INT.	DATE:	DESCRIPTION:
GR	1/9/2024	REV. A
GR	2/6/2024	REV. B

CHECKED BY	OGD
PLOT DATE	2/6/2024
PROJECT NUMBER	38346
SET TYPE	ZD
SHEET NUMBER	G-001



SCOTT CO. SHAKOPEE. WT SHAKOPEE, MN 180' WATER TOWER

PROJECT DIRECTORY

ENGINEER:
 EDGE CONSULTING ENGINEERS, INC.
 624 WATER STREET
 PRAIRIE DU SAC, WI 53578
 CONTACT: OTTO DINGFELDER III, PE
 PHONE: (608) 644-1449

OWNER:
 SCOTT COUNTY
 GOVERNMENT CENTER, 200 4TH AVE. W,
 SHAKOPEE, MN 55379
 CONTACT: TBD
 PHONE: 952-445-7750

TECHNOLOGY CONSULTANT:
 JEFF NELSON | PSC ALLIANCE INC.
 SUITE 300 - 7900 INTERNATIONAL DRIVE
 BLOOMINGTON, MN 55425
 V: 612-216-1502 | C:612-720-5843

ELECTRICAL SERVICE PROVIDER:
 XCEL ENERGY
 401 NICOLLET MALL
 MINNEAPOLIS, MN 55352
 PHONE: 612.330.5500

PROJECT INFO

SITE ADDRESS:
 801 CANTERBURY RD,
 SHAKOPEE, MN 55379

PROPERTY OWNER:
 SHAKOPEE PUBLIC UTILITIES
 255 SARAZIN STREET
 SHAKOPEE, MN 55379

TOWER OWNER:
 SHAKOPEE PUBLIC UTILITIES
 255 SARAZIN STREET
 SHAKOPEE, MN 55379

TOWER COORDINATES (PER GOOGLE MAPS):
 LAT (NAD83/2011): 44°-47'-30.3" N (44.79175)
 LONG (NAD83/2011): 93°-28'-09.2" W (-93.469222)
 GROUND ELEVATION (NAVD 88): TBD
 ASR NUMBER: TBD

PLSS INFORMATION
 PART OF NE 1/4 OF THE SW 1/4
 SECTION 07, T114N, R22W
 SPRING LAKE TOWNSHIP
 SCOTT COUNTY
 MINNESOTA

PARCEL ID: 11220012
 ZONING CLASSIFICATION: I-1

SHEET INDEX

NO.:	SHEET TITLE
G-001	TITLE SHEET
C-101	OVERALL SITE PLAN
T-201	TOWER LOADING / ELEVATION



SITE LOCATION



APPLICABLE CODES

THESE SITE PLANS ADHERE TO ALL OF THE REQUIREMENTS CALLED OUT IN THE JURISDICTION, PLANNING, AND ZONING FOR ANTENNAS AND SUPPORT STRUCTURE WHERE SITE IS LOCATED.

- ALL WORK SHALL COMPLY WITH THE FOLLOWING:
- 2021 INTERNATIONAL BUILDING CODE
 - 2020 NATIONAL ELECTRIC CODE

IN THE EVENT OF CONFLICT THE MOST RESTRICTIVE CODE SHALL PREVAIL.



TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN MINNESOTA, CALL GOPHER STATE ONE CALL

TOLL FREE: 1-800-252-1166
 FAX A LOCATE: 1-800-236-4967

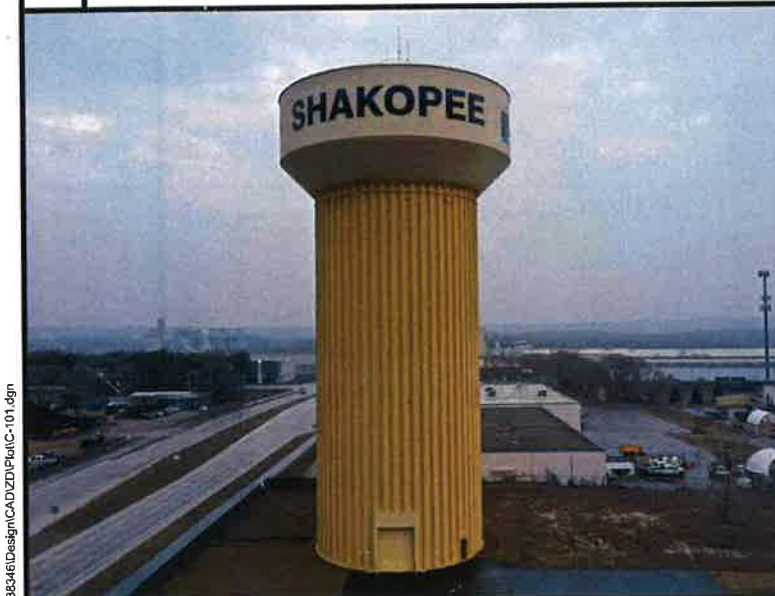
MN STATUTE REQUIRES MIN. OF 48 HOURS NOTICE BEFORE YOU EXCAVATE



A AERIAL OVERVIEW OF SITE



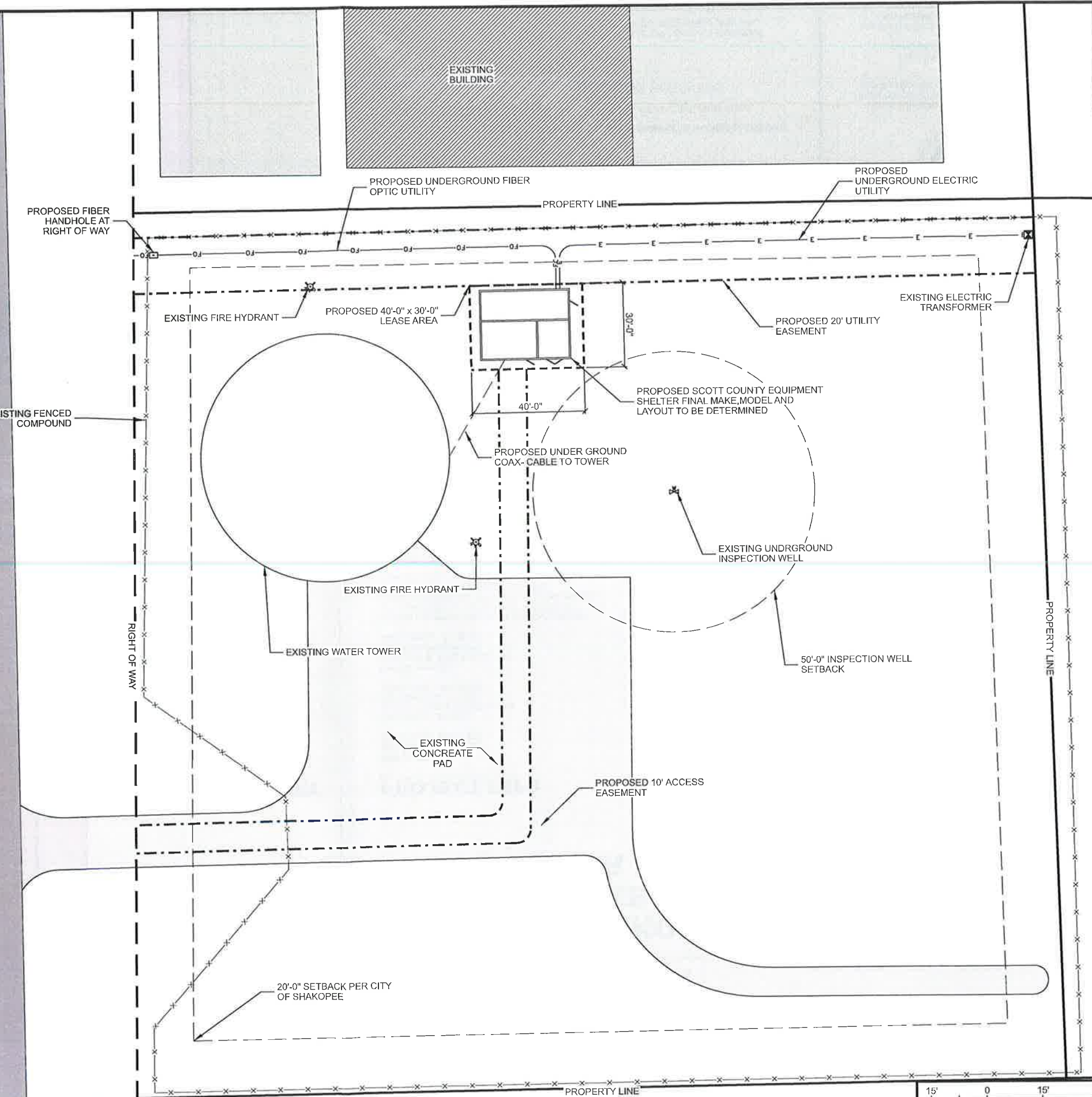
B OVERVIEW OF SITE



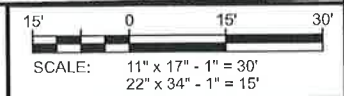
C OVERVIEW OF SITE



CANTERBURY RD



NOTE:
SHELTER LAYOUT IS PRELIMINARY



CONSULTANT:
Edge
Consulting Engineers, Inc.
624 WATER STREET
PRAIRIE DU SAC, WI 53578
608.844.1449 VOICE
608.844.1549 FAX
www.edgeconsult.com

CLIENT:
Scott
COUNTY | MINNESOTA

SITE PLAN
SCOTT CO. SHAKOPEE, MN

ENGINEER SEAL:
PRELIMINARY - NOT FOR CONSTRUCTION

I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

INT.	DATE:	DESCRIPTION:
GR	1/9/2024	REV. A
GR	2/6/2024	REV. B

CHECKED BY	OGD
PLOT DATE	2/6/2024
PROJECT NUMBER	38346
SET TYPE	ZD
SHEET NUMBER	C-101

L:\38300\38346\Design\CADD\ZD\Final\C-101.dgn

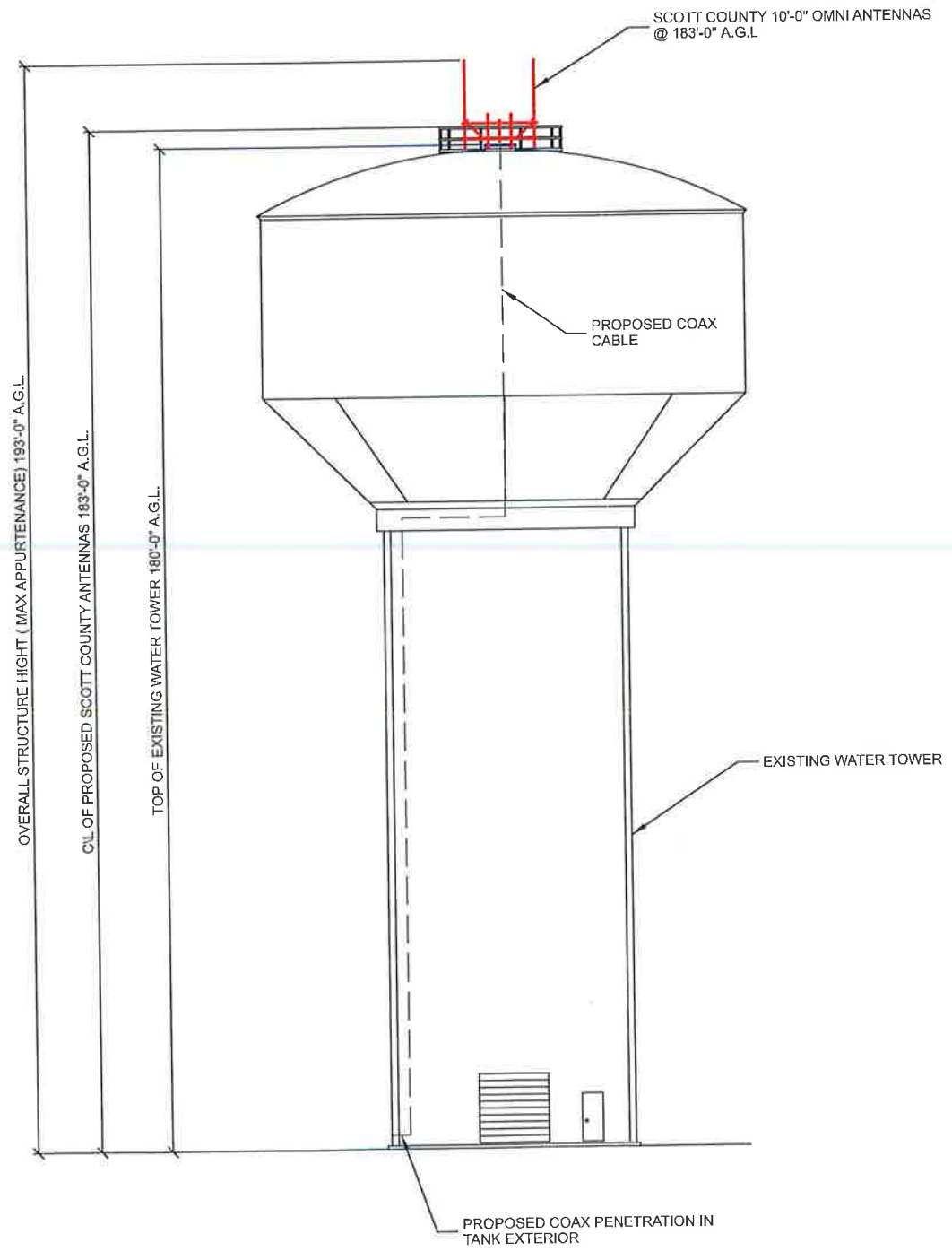
SITE ELEVATION
 SCOTT CO. SHAKOPEE, WI
 SHAKOPEE, MN

ENGINEER SEAL:
PRELIMINARY - NOT FOR CONSTRUCTION

I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SUBMITTAL:		
INT.	DATE:	DESCRIPTION:
GR	1/9/2024	REV. A
GR	2/6/2024	REV. B

CHECKED BY	OGD
PLOT DATE	2/6/2024
PROJECT NUMBER	38346
SET TYPE	ZD
SHEET NUMBER	T-201



A SITE ELEVATION
 SCALE: 11" x 17" - 1" = 30'-0"
 22" x 34" - 1" = 15'-0"

L:\38300\38346\Design\CAD\ZD\PKI\T-201.dgn

Water Tank Colocation Meeting

SPU Offices – February 14, 2024

Attending:

County Staff: Adam Jessen, Scott Haas, Connor Lewis (remotely)

SPU Staff: Greg Drent, Ryan Halverson, Joe Adams, Lon Schemel, Tony Myers, Philip Dubbe

Jeff Nelson, PSC Alliance

Purpose: To discuss prospective colocation by Scott County to establish a public safety radio communications site using SPU property and tank to support elevated antennas.

Discussion Topics:

- County seeks to enhance public safety radio coverage on the ARMER government radio system in the more densely developed areas of Shakopee.
- County proposes approx. 1,200 square feet of ground space for equipment shelter (concrete precast construction) and up to three omni antennas atop the tank connected via semi-rigid coaxial cable.
- ARPA funding available to County for certain capital costs.
- Goal would be to bid the project in '24, install shelter upon delivery, and follow with antennas after SPU's tank reconditioning project occurs in '25.
- County has developed 3-page conceptual site plan (distributed)
- Storm water runoff issues considered
- Size of utility easement along North side of property (can it be reduced to 5' on either side of pipe?). Need to show existing SPU watermain on plan sheets.
- Estimated electric service 240 VAC, 200 amp for County's building & contents
- Natural gas to fuel standby generator enclosed within the building
- Three-compartment building proposed (radio equipment, generator, fiber optic regeneration and data servers)
- Lease: County has sample lease language available; other collocated sites are cost free to County in return for 800 MHz radio service.

Water Tank Colocation Meeting

SPU Offices – February 14, 2024

- Routing of coax: More detail would be provided in Construction Documents following approval in concept and agreement concerning lease T&C
- SPU's interest in potential use of ARMER system for internal communications with staff/fleet
 - Scott Haas explained what was done for public works and local government operations for other agencies in County, regionally, and statewide
 - Fleet size, use cases, and communications "profiles" would determine details
- SPU staff interest in potential disaster recovery (DR) colocation at a similar site County is constructing in Spring Lake Township at Highway shop campus
- Top mounted antennas may result in need to elevate aviation obstruction beacon atop the tank as has been done in some other colocation installations
- The existing hydrant on SE side of the tank perimeter is not functional
- Discussion about maintenance access and frequency of visits; antenna access is rare after installation/commissioning; County staff related access experience/process/notifications at other sites where they have collocated fiber equipment with radio equipment
- County intends to install remotely monitored exterior CCTV cameras on building and to be able to view activity internal within the shelter
- Discussion about alternative potential access from road to County's shelter by establishing a new driveway along north end of parcel; separate gate; fence line re-arrangement. This option was discussed with Scott County Highway Department and an additional site access along CH 83 was not supported.
- Building aesthetic was discussed and typical aesthetic was shared on-screen.
- County seeks agreement in principle from SPU Board to continue negotiations and plan development with affected staff
 - Next SPU board meeting 3/4/2024

COUNTY OF SCOTT RADIO TOWER LEASE AGREEMENT

THIS AGREEMENT, is entered by and between the County of Scott, Minnesota, a municipal corporation, hereinafter referred to as the "County," and Shakopee Public Utilities, 255 Sarazin Street, Shakopee, Minnesota, a municipal utilities commission, hereinafter referred to as "SPU."

RECITALS:

- A. Pursuant to Minn. Stat. Sec. 373.01, subd. 1(a)(5), each County is a body politic and corporate and may make all contracts and do all other acts in relation to the property and concerns of the County necessary to the exercise of its corporate powers.
- B. SPU owns property located at Parcel ID Number 270810130 including a water tower.
- C. County is responsible for maintaining the emergency response radio system for all law enforcement agencies within the county. Replacement and expansion of these facilities fall within the County's role to maintain.
- D. County is looking to expand the emergency response radio system where there are known service gaps in the City of Shakopee that will become a greater public safety concern as development continues in the area.
- E. County has explored many locations/options for a new tower and have discovered a tower owned by SPU is the most suited location for expanding the emergency response radio system.
- F. County, in addition to leasing space on the SPU tower, wishes to install an equipment shelter building, emergency generator, and related equipment on the SPU property adjacent to the tower.
- G. The County seeks to enter into a lease agreement for the needed provision of leasing space on the SPU tower located on Parcel ID Number 270810130.

NOW THEREFORE, in consideration of the mutual undertakings and agreement contained within this agreement, the County and SPU hereby agrees as follows:

- 1. The recitals above are hereby restated and incorporated herein.
- 2. The LESSOR and the LESSEE, in consideration of the rents, covenants, and consideration hereinafter specified, do hereby agree each with the other as follows:
 - a. Description of Premises: The LESSOR grants and the LESSEE accepts the right to use certain exclusive and non-exclusive portions of ground space and tower space on property owned by SPU and is shown on Exhibit A ("Site Plan").

- b. Term: The term of this Lease Agreement shall be from April 1, 2024, to March 31, 2049. The Lease Agreement shall automatically extend for five-year periods thereafter unless it is terminated as set out herein. All provisions of this Lease Agreement shall remain in force and effect if the Lease Agreement is automatically extended, with no option to negotiate or renegotiate any new or existing terms or conditions. This extension merely continues the original Lease Agreement. Unless otherwise agreed to by the Parties in a separate writing, the Lease Agreement shall be terminated as set for in Section 4 of this Lease Agreement.
- c. Use and Access: SPU hereby grants to the County the right to install, maintain, and operate the County's emergency response radio system on the SPU water tower and locate the communications equipment building on the communications equipment site in accordance with Exhibit A ("Site Plan"). The County's construction plan for work on the site must be approved by SPU prior to commencement of work. All construction and installation and maintenance of equipment shall be done in a professional manner. Any substantive alterations or additions to the location of the County's communications equipment, including changes to the configuration of antennas and equipment on the SPU water tower or the communications equipment building, shall be subject to prior written approval of SPU; such approval shall not be unreasonably withheld, delayed, or conditioned.

SPU shall permit County, its employees, agents, and contractors access to the SPU property on a twenty-four (24) hour, seven (7) days a week basis, during the term of this agreement, subject to procedures mutually established between SPU and the County. The County, its employees, agents, and contractors may operate, drive, and temporarily park necessary vehicles on SPU property in areas designated by SPU in order to transport equipment, supplies, materials, and personnel in connection with County's permitted use of the site. County shall, at its sole cost and expense, repair or restore SPU property to the condition it was in prior to entrance by County, its employees, agents, and contractors.

Before the County communication equipment is approved to be installed on the SPU water tower, the County must obtain all necessary governmental approvals including, but not limited to, the Federal Communication Commission ("FCC") and Federal Aviation Commission ("FAA"), if applicable, pay for the reasonable cost of (i) a radio frequency interference study carried out by the SPU communications consultant showing that that County's intended use will not interfere with any existing communications facilities on the SPU water tower and (ii) if necessary, an engineering study showing that the SPU water tower is able to support the County's communication equipment , without prejudice to the SPU's use of the water tower. If the study finds that there is potential for interference that cannot be reasonably remedied or is prejudicial to other users of the SPU water tower, SPU will not approve of the installation of the County's communication equipment or the communication building.

- d. County Conditions: The lease granted to the County under this Agreement is subject to the following conditions:

- 1) County shall submit to SPU a construction plan to include the location of coax cable, utilities, installation drawings, and building and equipment placement plans, which must be approved by SPU in accordance with SPU's adopted standards prior to commencement of any construction or installation of any of the County's communication equipment, the County's communication building, or the installation of any utility on the SPU water tower.
 - 2) The County's Communication Equipment placed at the communication equipment site by the County, or others in accordance with this Agreement, shall be installed, operated, and maintained in accordance with sound engineering practices and all applicable rules and regulations established by the FAA and the FCC.
 - 3) The County shall not sublease, license, or otherwise permit use of, space or capacity on the SPU water tower or the communication equipment site without written consent of SPU.
 - 4) The County shall not request or provide advertising of any kind on the SPU property.
 - 5) The County shall arrange for separate metering of electricity and other utilities associated with the County's use of the communication equipment site and shall pay all costs of utilities consumed by county operations.
- e. Rent: The County shall not be required to pay rent to SPU for use of the water tower and the communications equipment site provided County provides SPU with 800 MHz public safety communication services as described in a subscriber agreement which must be executed prior to activation and use of system.
- f. County Installed Property: Any equipment, trade fixtures, or personal property installed on the SPU water tower or communication equipment site by County, including but not limited to, antennas, antenna mounts, transmission lines, the communication equipment building, emergency generators and fuel tank shall remain the property of the county. County shall remove any or all of the above equipment, fixtures, buildings or other property at the expiration or termination of this Agreement or any extension thereof, even though said equipment, fixtures, building or property are attached to the SPU water tower or the communications equipment site unless otherwise agreed to by SPU. The County shall not permit any liens of any kind or nature to be placed on the SPU property as a result of the County's work.
- g. Duties of SPU: SPU agrees that in exercising its ownership responsibilities of the SPU property, of which the communication equipment site is a part, including the maintenance, repair, alterations and construction relating thereto, SPU shall comply with all applicable laws, statutes, rules, ordinances and regulations, including but not limited to building code, disabilities access, zoning, air quality and pollution control, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with the SPU property.

SPU shall be responsible, at its sole cost, for the general maintenance of the water tower including obstruction lights, light monitoring and any other FCC or FAA requirements, inspections, painting, and any other measures necessary to

maintain the safety and utility of the water tower for its intended purpose, unless such costs are incurred due to installation of County equipment or structures or County's actions upon the SPU property. SPU shall be responsible, at its sole cost, for providing a plowed access road to the SPU property, and for providing weed control, tree trimming, lawn mowing and other related maintenance duties at the SPU property. Nothing in this provision shall preclude SPU and the County from cooperating to effectively monitor the operating performance of obstruction lighting through technology installed by the County as part of its occupancy of the water tower or the communication equipment site where it is determined to be in the mutual benefit of the Parties.

SPU agrees to give reasonable advance notice of any major repair or maintenance activities related to the water tower or SPU property operations. In case of an emergency, notification is not required; however, the County will be notified as soon as possible of a recognized emergency. In the event that the use of the water tower for water service, or any necessary maintenance or repair to the water tower is interrupted or made impractical because of the County's communication equipment on the water tower, SPU may interrupt the County's use of the water tower as reasonably necessary to prevent interruption of water service or interruption of maintenance and repair of the water tower.

SPU agrees to notify County within fifteen (15) business days of any requests to change or install new or additional wireless telecommunications equipment on the water tower or at the SPU property and to provide the County with technical specifications necessary to permit appropriate evaluation. An exception will be made for existing leases wherein tenants have the right to change out existing antennas with replacement antennas. Replacement antennas must be similar in size and weight, and the location of the antenna cannot be changed without prior notice, review and approval. The County shall have fifteen (15) business days to evaluate a proposed change or installation to determine if the proposed change or installation will physically or electronically interfere with the County's then-current use of the water tower or the SPU property and shall forward said evaluation to SPU in writing within said fifteen (15) day period. SPU agrees not to permit the installation of any additional uses on the water tower that will result in harmful interference with the County's communication equipment or interference with equipment of any sub-lease or licensee approved by SPU.

SPU shall provide County with two (2) sets of keys to access any locks necessary to enter the SPU property and access the water tower. SPU and County agree to mutually cooperate to establish reasonable procedures for access to those portions of the water tower where antennas are installed to ensure safety of maintenance operations and the security of all antenna systems.

- h. Duties of County: Except as otherwise provided herein, County shall furnish all materials and services required for its use of the water tower and the communication equipment building, and shall maintain the communication equipment and the communication equipment building in a reasonably good condition and state of repair during the terms of this lease or continuance of its

use, whichever is greater, and shall surrender the communication equipment to SPU at the termination of such tenancy in such condition as the same were in at the commencement of this Agreement or construction thereon, reasonable wear and damage by the elements excepted. County agrees to remove below ground foundations and wiring upon termination of this Agreement unless waived in writing by SPU after consultation with County.

Prior to SPU painting and reconditioning the water tower, the County shall, at its expense, have its communication equipment tested by a third party consultant of the County's choice, to certify that the antennas, coaxial transmission lines, transmitters and receivers are in proper working condition. Testing results must be acknowledged in writing to SPU. Upon completion of the painting and water tower reconditioning, the County shall, at its expense, test its communication equipment as provided above and certify the results to SPU. Final testing and certification of the results must be completed within three (3) weeks of notification by SPU. The County may elect to waive testing of its communication equipment. If the County so elects, SPU shall not be liable for any damage to the County's communication equipment, and repair of the County's communication equipment shall be at the County's sole expense. The County shall provide the SPU's painting contractor with pertinent safety instructions relative to working near the antennas, if necessary, the County must lower the power levels while the SPU's painting contractor is working near the antennas.

Any additional expense of repainting, repairing or maintaining the water tower reasonably incurred by SPU as a direct consequence of the presence of the County's communication equipment being located thereon shall be paid promptly by the County to SPU upon receipt of SPU's written notice of such additional cost, which notice shall state the reasons for the incurring of such costs and shall include a reasonable itemization of such costs. Any such costs shall be paid by County within thirty (30) days after notice has been sent by SPU concerning such costs.

County will provide security and background information on persons designated by County to access the site.

County shall pay, as they become due and payable, all fees, charges and expenses currently required for licenses and/or permits required for County's use of the site.

- i. Damage to site: If the water tower is permanently damaged or destroyed by acts of nature, fire or other casualty and County communication equipment or communication equipment building become permanently inoperable as a result thereof, SPU may elect to:
 - 1) Terminate this Agreement upon one hundred eighty (180) days notice to County; or
 - 2) To repair, restore or reconstruct the water tower at no expense to County.

SPU shall not be responsible to County for damage or destruction of County communication equipment or the County communication equipment building unless caused by the negligent or willful acts of SPU, its agents, contractors or

employees. The County may terminate this Agreement upon damage or destruction of the water tower or may reconstruct and/or replace all of County communication equipment and/or the County communication equipment building at its sole cost and expense in the event that SPU decides to repair, restore or reconstruct the water tower.

3. Sale or Assignment

In the event the SPU property of which the water tower and communication equipment site are a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if SPU shall sell, convey, transfer or assign this Agreement or if for any reason there shall be a change in the manner in the obligations here under, proper written notice of such change must be delivered to county as promptly as possible.

4. Quiet Enjoyment

The County shall peaceably and quietly use and enjoy the communication equipment site and the SPU water tower for the purpose of installing, removing, replacing, maintaining and operating the County's communication equipment and communication equipment building consistent with the terms and conditions of this agreement. Operation of the County's communication equipment at the communication equipment site shall be conducted so as not to exceed Maximum Permissible Emission (MPE) radio-frequency radiation exposure levels as specified in 47 C.F.R. § 1.1310 and so as not to interfere with any of the other current users of wireless telecommunication transmission on the water tower. County will install noise suppression equipment and take all reasonable steps to minimize the offsite impact associated with running the standby emergency generator to be included in the equipment shelter. Except for routine testing and periodic maintenance activity, the generator will only be operated as necessary to deliver reliable power for public safety communications during times of commercial power interruption. Testing and maintenance operations will be limited to daytime hours (8 am to 5 pm) Monday through Friday.

5. User Priority

Unless precluded by existing contractual obligations, the parties agree that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this agreement is in effect. SPU, for its part, agrees to include this statement of user priority in all new leases or extension of existing leases with currently sees for antenna space on the subject water tower.

- a. SPU water storage and distribution needs and the SPU communication needs;
- b. County law enforcement, fire, and ambulance services, that are not provided by SPU, provided they comply with this agreement; and
- c. Existing leases of the water tower and the SPU property, unless there is a material modification of existing equipment configuration and/or frequency characteristics.
- d. Other government related entities who offer a service to the general public for a fee, in a manner similar to a public utility, such as long distance and cellular telephone, not including radio or which the County is legally authorized to provide. This use shall be nonexclusive, and SPU specifically reserves the right to allow the water tower and SPU property to be used by other parties and to

make additions, deletions, or modifications to its own facilities on the water tower and the SPU property.

- e. New leases or renewals of existing leases for non-public safety communications.

6. Default by SPU

If SPU shall default in the performance of any of the terms or provision of this agreement, County shall promptly so notify SPU in writing. If SPU shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days after receipt of such notice to cure such default, then in either event, County may cure such default, and any reasonable and actual expenses paid by County shall be paid by SPU to County within thirty (30) days after written invoice is delivered to SPU. This provision in no way limits County's other remedies for breach under common law or this agreement.

7. Default by County

If County shall default in the performance of any of the terms or provision of this agreement, SPU shall promptly so notify County in writing. If County shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days after receipt of such notice to cure such default, then in either event, SPU may cure such default, and any reasonable and actual expenses paid by SPU shall be paid by County to SPU within thirty (30) days after written invoice is delivered to County. This provision in no way limits SPU's other remedies for breach under common law or this agreement.

8. Cooperation with MESB

The 800 MHz public safety radio communication system contemplated in this agreement falls within the jurisdiction of the Metropolitan Emergency Service Board (MESB) for region-wide public safety radio communications. County will be responsible for providing MESB with timely notices of any proposed changes to the terms set forth in this agreement. County will, by June 1 of each calendar year, provide MESB with a proposed budget for anticipated expenses of operating the 800 MHz radio system for the upcoming calendar year to assist the MESB in preparing its budget for the next calendar year. County will periodically bill MESB for all costs and expenses of operating the system which are eligible for reimbursement by the MESB including, but not limited to, facilities rents and utility expenses. County will provide coordination between the SPU and the MESB, in accordance with paragraph 2c above, in the event that MESB desires to add additional facilities, equipment or capabilities to the system being constructed on SPU property pursuant to this agreement. County will be solely responsible for all coordination with the MESB regarding the provisions of this paragraph.

9. Authorized Agents

The Parties shall appoint an authorized agent for the purpose of administration of this agreement. SPU is notified of the authorized agent of Scott County as follows:

Name, or his/her successor
Title
Scott County
200 Fourth Avenue West

Shakopee, MN 55379
(952) 496-XXXX
XXXXXX@co.scott.mn.us

The County is notified the authorized agent for SPU is as follows:

Name, or his/her successor
Title
Agency Name
Address
CITY, MN ZIP
(952) Phone
Email

10. County and State Audit

Pursuant to Minn. Stat. Section 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of SPU relative to this agreement shall be subject to examination by the County and the State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be kept by SPU for a minimum of six (6) years following termination of this agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the County regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the County notifies SPU in writing that the records need no longer be kept.

11. Indemnity

SPU agrees to defend, indemnify, and hold the County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission on the part of SPU, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by the SPU or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

12. Force Majeure

County and SPU agree that SPU shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of SPU and the County.

13. Data Practices

- a. SPU, its agents, employees and any subcontractors of SPU, in providing all services hereunder, agree to abide by the provisions of the Minnesota

Government Data Practices Act, Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to Ch. 13. SPU understands that it must comply with these provisions as if it were a government entity. SPU agrees to indemnify and hold the County, its officers, department heads and employees harmless from any claims resulting from SPU's unlawful disclosure, failure to disclose or use of data protected under state and federal laws.

- b. If SPU suspects or becomes aware of any unauthorized access to any Client Data or Personal Data by any unauthorized person or third party, or becomes aware of any other security breach relating to Personal Data held or stored by SPU (including privacy related incidents that might, upon further investigation, be deemed to be a Breach) under this Agreement or in connection with the performance of the Professional Services or other services performed under this Agreement or any Statement(s) of Work ("Data Breach"), SPU shall immediately notify County in writing and shall fully cooperate with County at SPU's expense to prevent or stop such Data Breach. This notification will include, to the extent known:
- 1) The names of the individuals whose Protected Health Information (PHI), or Personal Identifying Information (PII) was involved in the Breach;
 - 2) The circumstances surrounding the Breach;
 - 3) The date of the Breach and the date of its discovery;
 - 4) The information Breached;
 - 5) Any steps the impacted individuals should take to protect themselves;
 - 6) The steps SPU is taking to investigate the Breach, mitigate losses, and protect against future Breaches; and,
 - 7) A contact person who can provide additional information about the Breach.

In the event of a security breach, the SPU shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. SPU shall fully and immediately comply with applicable state and federal laws, and shall take the appropriate steps to remedy such Data Breach.

14. Termination

If the County determines the water tower and communication equipment site are no longer necessary for the County's public safety radio communication system, the County shall have the right to terminate this Agreement upon providing twelve (12) months written notice to SPU and shall remove its communication equipment and communication equipment building according to the terms of this Agreement.

If SPU determines that the water tower is no longer functional or no longer needed for its intended purpose and that the water tower will be razed or converted to another use incompatible with the uses in this lease, SPU shall have the right to terminate this Agreement upon providing twelve (12) months written notice to County to remove its communication equipment and communication equipment building at County's sole cost and expense.

Upon removal of County installed property, SPU property shall be left in such condition as it was at the time County installed its antenna facilities, equipment, fixtures or property, reasonable wear and damage by the elements excepted. County shall take all necessary steps to restore the water tower and the site to the condition that existed prior to the installation of County's antenna facilities, equipment fixtures or property, reasonable wear and damage by the elements excepted. The terms and conditions of this paragraph shall survive the termination of this Agreement.

15. Notices

Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to the authorized agent of SPU, at its address stated herein, or to the authorized agent of the County at the address stated herein.

16. Controlling Law

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this agreement, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota.

17. Successors and Assigns

The County and SPU, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement. Neither the County nor SPU shall assign, sublet, or transfer any interest in this agreement without the prior written consent of the other.

The parties acknowledge that the lease granted to the County under this agreement is nonexclusive. Nothing in this agreement shall preclude SPU from leasing other space for communications equipment or allowing access to the water tower to any person or entity subject to compliance with the adopted security policy requirements as stated in paragraph 2g.

18. Equal Employment and Americans with Disabilities

In connection with the work under this agreement, SPU agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations. In addition, upon entering into this agreement, SPU certifies that it has been made fully aware of Scott County's Equal Employment Opportunity and Americans With Disabilities Act Policies, that it supports these policies and that it will conduct its own employment practices in accordance therewith. Failure on the part of SPU to conduct its own employment

practices in accordance with County Policy may result in the withholding of all or part of regular payments by the County due under this agreement unless or until SPU complies with the County policy, and/or suspension or termination of this agreement.

19. Debarment/Suspension

SPU certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any local, State, or Federal department or agency. SPU shall notify County immediately, in writing, of any change in debarment status.

20. Changes/Amendments

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as this agreement, or according to other written policies of the original parties.

21. Severability

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

22. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the County and SPU relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

SCOTT COUNTY

SHAKOPEE PUBLIC UTILITIES

by _____
Name
Title

by _____
NAME
Title

Date _____

Date _____

Approved as to form:



Jeanne Andersen
Assistant Scott County Attorney

Date _____



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

**SHAKOPEE PUBLIC UTILITIES
MEMORANDUM**

TO: Greg Drent, General Manager 
FROM: Joseph D. Adams, Planning & Engineering Director 
SUBJECT: Lions Park Water Service/11th Avenue Water Main Reconstruction Project
DATE: February 28, 2024

ISSUE

Staff is proposing a 2024 SPU funded project to replace/upsized the public water main in 11th Avenue and continuing approximately 100 feet into Lions Park (the point where the first city water service connects for the log cabin).

BACKGROUND

The City is both reconstructing the outdoor pool and making significant improvements to the Lions Park Sand Venture Water Park in 2024. Those improvements include a year-round use for a commercially owned restaurant tenant in a new larger building that replaces the existing concession stand/changing area/showers.

The existing water main and service line arrangement does not fully support the planned improvements and expanded uses, including fire flows. This issue was not apparent until SPU water staff took it upon themselves to conduct a fire flow test on the area distribution system. By then the City and their consulting engineer had developed, bid, and awarded for construction a plan that assumed a 6-inch pipe looping back on the existing dead end 6-inch pipe would provide adequate service including fire flows. The main issues with that arrangement for the expanded uses are an undersized and un-looped public water main connecting into the park's undersized private water service line.

DISCUSSION

City Engineer Alex Jordan and SPU staff have been working closely to arrive at the most efficient for long term and fairest, i.e. cost share solution to improve fire flows and domestic service capacity from the park's water service. The City had already bid out their project and awarded contracts, so time is of the essence for coordination purposes to open the pool in time for the summer season.

The City is now including within their project the replacement of their existing collective 6-inch and 2-inch "private" (City) water service lines with a combination of an 8-inch "public" (SPU) water main and an 8-inch "private" (City) water service line. The proposed piping arrangement will eliminate the need to fill the pool via an aging fire hydrant sitting within the fenced Sand Venture Park and combines the now multiple separately metered service lines for the pool's make-up water and chlorination equipment, the existing concession/rest room building, an outdoor restroom building, and the splash pad into one service line with a single SPU meter with appropriate backflow prevention.

The City is presently negotiating a change order with their contractor to construct the revised plan. The plan includes a new "public" (SPU) 8-inch water main within the park with the City's cost share beginning approximately 100 feet from the entrance and SPU's cost share being the first 100 feet from the entrance of the water main within the park. The new "public" water main would extend towards the new building where their "private" water service line will connect to it as shown on the attached drawing. The "public" water main would then deflect to the southwest and continue to a point just inside the park out to Adams Street. This "temporary" dead end water main could eventually be extended south by SPU to 12th Avenue within Adams Street to connect/loop to a 12-inch trunk watermain to further improve fire flows in the area. That future project would be timed to coincide with City roadway surface improvements estimated to be at least 10 years out.

As you are aware, and have approved to expedite matters, staff has secured the design services of WSB, Inc., who are the City's engineers for their site utilities. Should the Commission authorize proceeding with the proposed SPU project, WSB is preparing bid documents and engineering drawings for the proposed project to connect to the City project and install an 8-inch public water main within 11th Avenue from the Lions Park entrance on Adams Street west one block to Quincy Street. To preserve the maximum area of existing recent surface improvements (pavement) the water main design calls for trench less construction via either a directional bore or pipe bursting of the existing 6-inch water main. The City is the sole customer connected to this water main.

The proposed combined improvements, City and SPU funded, would clear up a longstanding uncertainty where SPU's responsibility ends, and the City's begins as far as the water piping facilities within the park. The City would dedicate an easement to SPU over the "public" water main within the park.



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

A high-level estimate of the total SPU cost of the 11th Avenue water main replacement plus SPU's cost share for the first 100 feet of water main inside the park installed by the City is between \$185,000-200,000.

Estimated costs will be better known once the City's contractor and the City execute their change order, the City and SPU agree on a cost split of the change order for the first 100 feet of new water main and the proposed SPU 11th Avenue water main project contract is awarded.

Within the 2024 Capital Projects budget are two line items listed under the Reconstruction Fund that provide some of the necessary resources for a successful project. First there is \$80,000 for correcting deficient services and additionally there is \$50,000 for a yet to be determined water main reconstruction project. None of those funds are committed yet to a specific project in 2024. Staff is proposing the combined total of \$130,000 be dedicated to the SPU cost of the proposed projects. This leaves an estimated shortfall of between \$50,000-65,000.

Currently, the Reconstruction Fund is healthy with a balance slightly over \$1,600,000. Water customers pay a usage rate into the Reconstruction Fund for planned expenses and this fee can be adjusted by the Commission (and is usually annually) but was not changed for 2024. It is likely this rate may be adjusted downward in the future as the City is not proposing as many full depth street reconstruction projects as in the past. The Commission's past philosophy has been to compare expected expenses vs. revenues over a rolling five year period and adjust the rate to keep a positive fund balance equal to an average year's expenses.

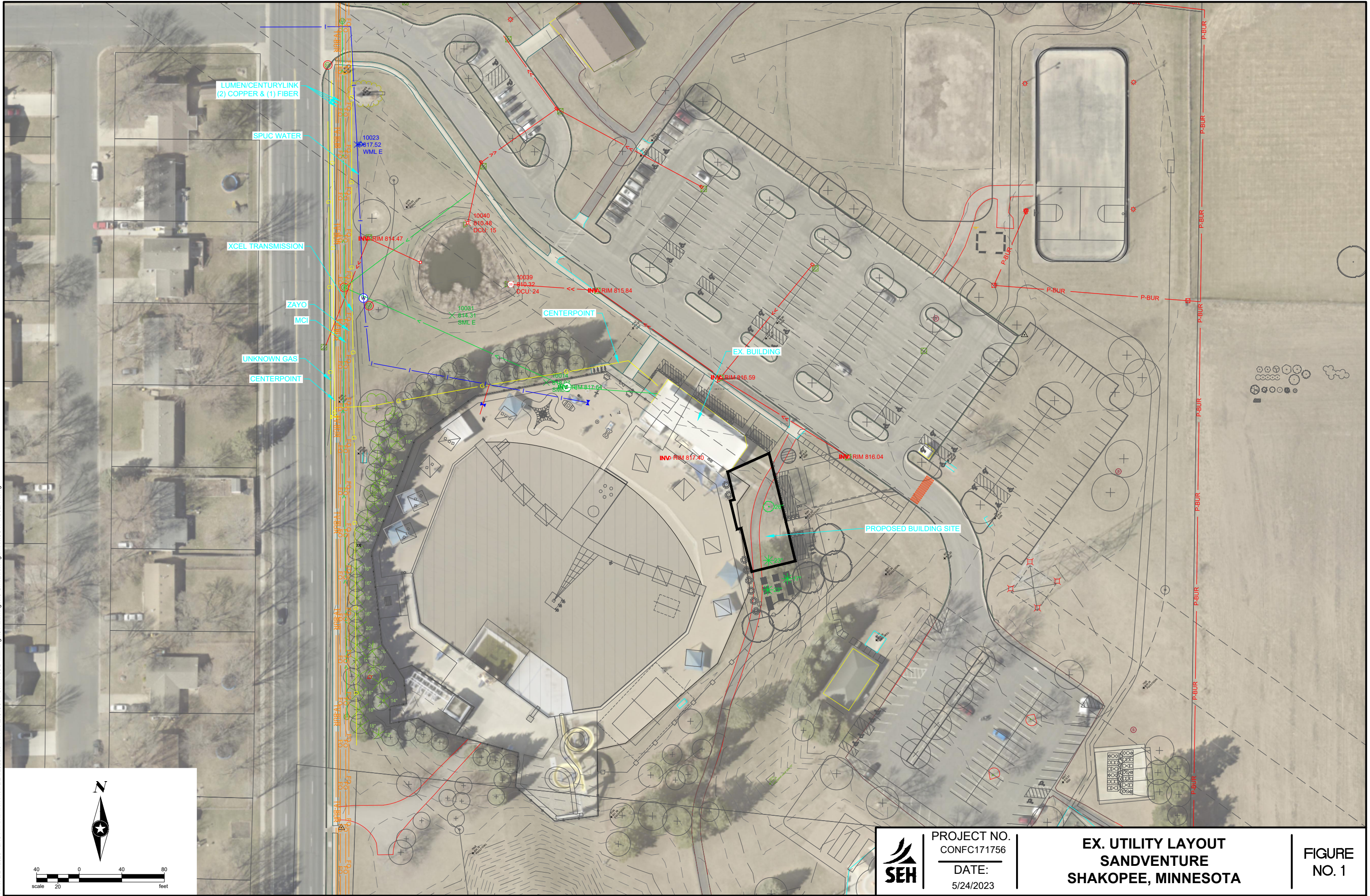
RECOMMENDATION


Staff recommends the Commission partner with the City to improve the fire flows and domestic water service into Lions Park to serve the expanded uses as a community wide benefit.

REQUESTED ACTION

Staff requests the Commission indicate by motion their support for this project as described and authorize the plans/bid documents be completed and bids be advertised/opened with bid results submitted to the Commission for contract award at a future meeting.

Save: 5/24/2023 12:19 PM bhansen Plot: 5/24/2023 1:25 PM X:\E\C\CONF\171756\Final.dgn 5/24/2023 1:25 PM X:\E\C\CONF\171756\Final.dwg



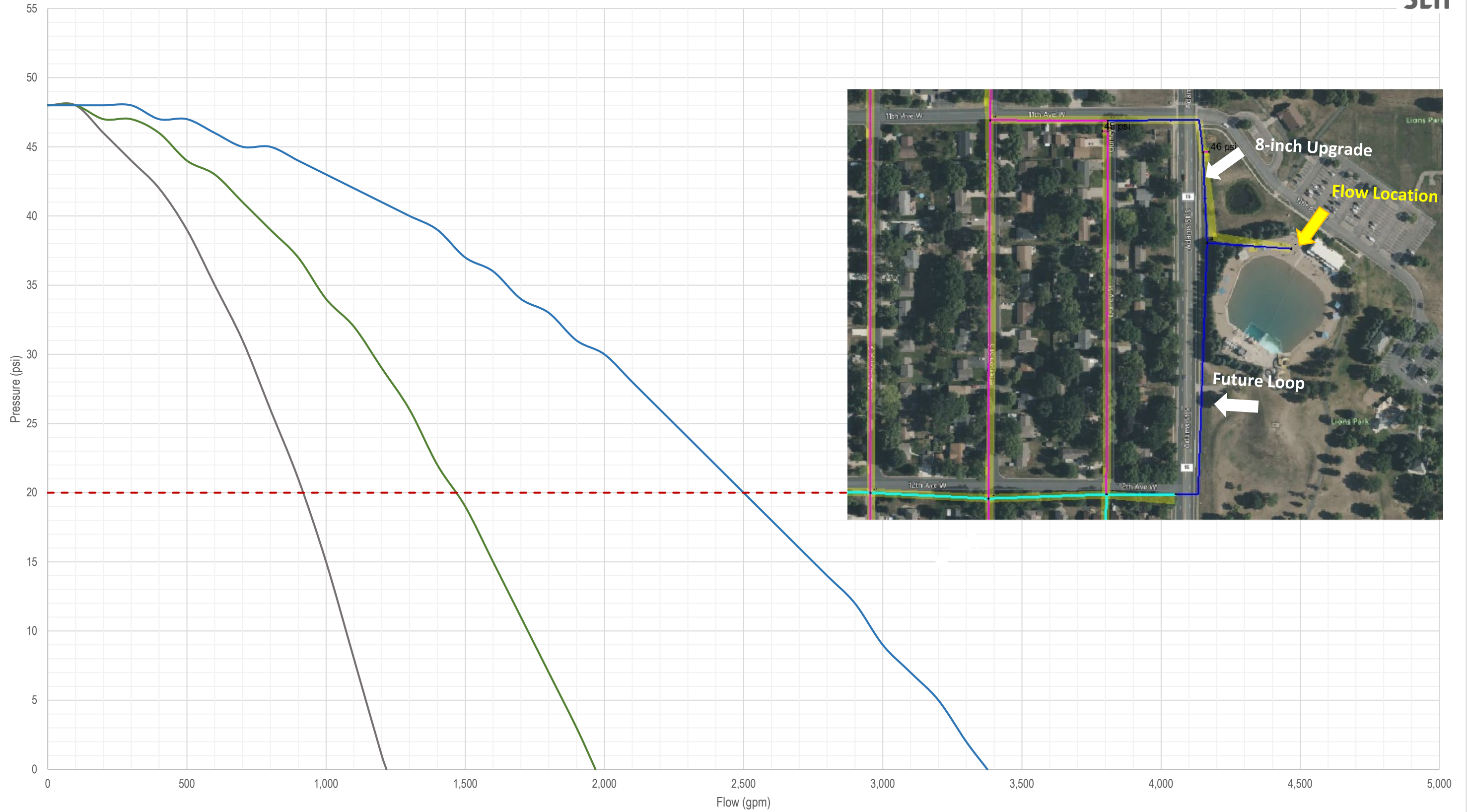

PROJECT NO.
 CONF171756
DATE:
 5/24/2023

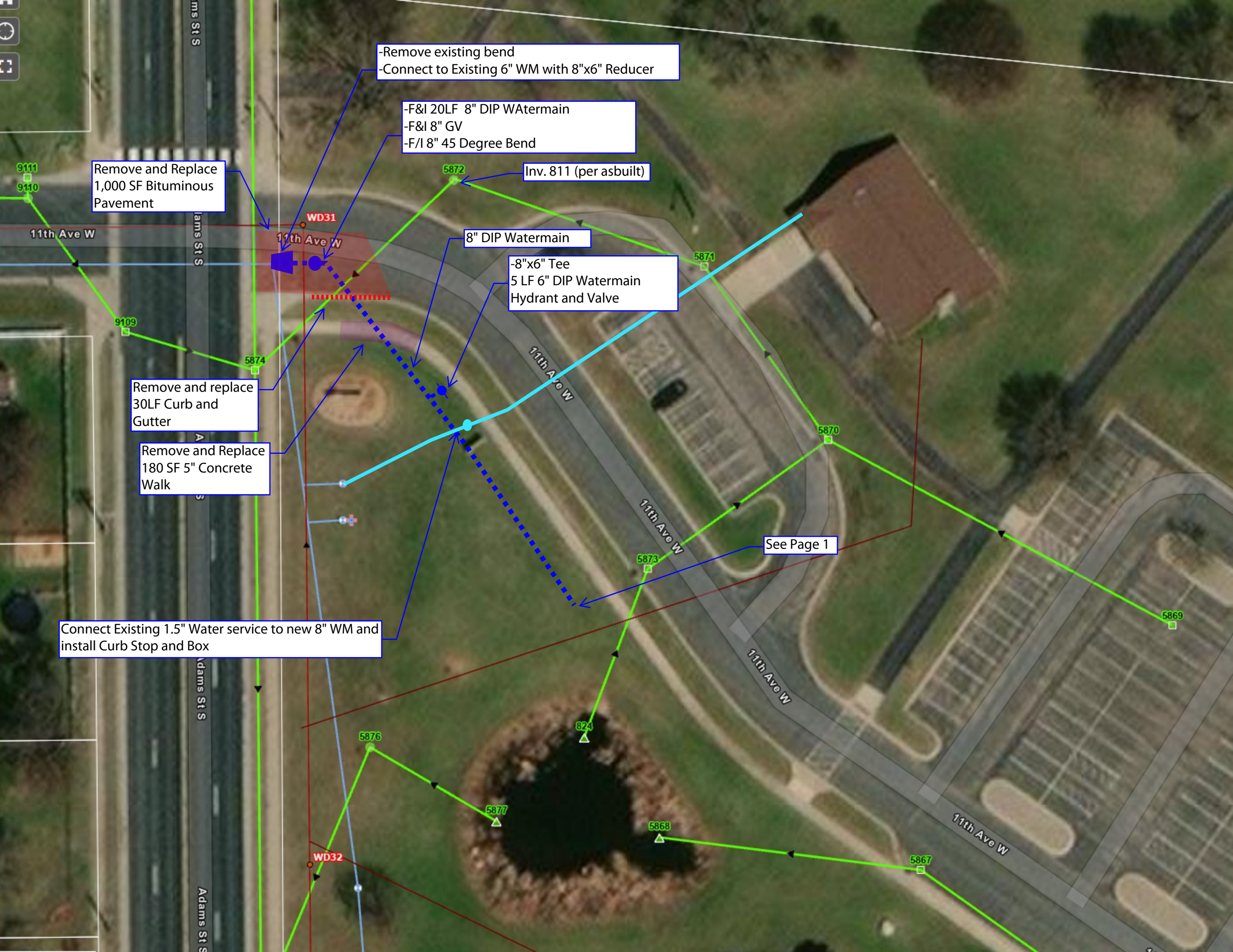
EX. UTILITY LAYOUT
SANDVENTURE
SHAKOPEE, MINNESOTA

FIGURE
NO. 1

Modeled Flow Curve(s)

Existing Upgrade to 8-inch Upgrade to 8-inch + Loop 20 psi res.





-Remove existing bend
-Connect to Existing 6" WM with 8"x6" Reducer

-F&I 20LF 8" DIP Watermain
-F&I 8" GV
-F/I 8" 45 Degree Bend

Remove and Replace
1,000 SF Bituminous
Pavement

Inv. 811 (per asbuilt)

8" DIP Watermain

-8"x6" Tee
5 LF 6" DIP Watermain
Hydrant and Valve

Remove and replace
30LF Curb and
Gutter

Remove and Replace
180 SF 5" Concrete
Walk

See Page 1

Connect Existing 1.5" Water service to new 8" WM and
install Curb Stop and Box

9111
9110

9109

5874

5872

5871

5870

5873

5869

5876

824

5877

5868

5867

WD32

WD31

ms St S

ams St S

A

Adams St S

Adams St S

11th Ave W

11th Ave W

11th Ave W

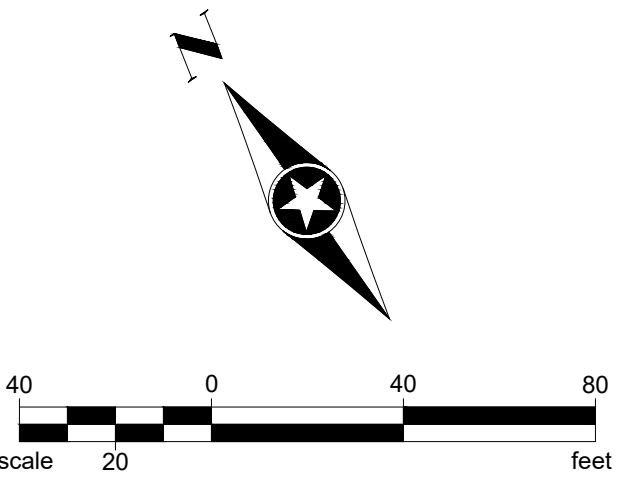
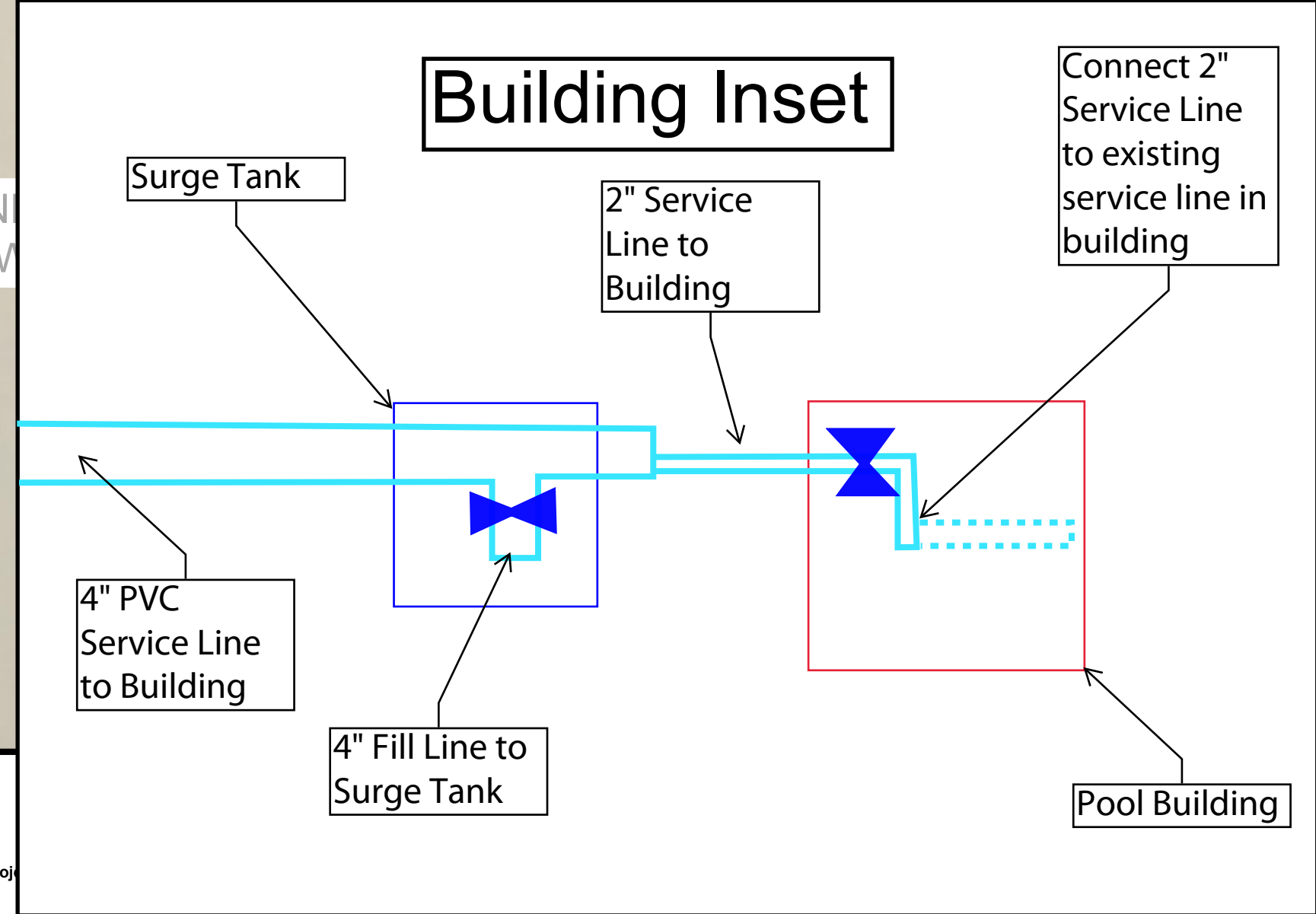
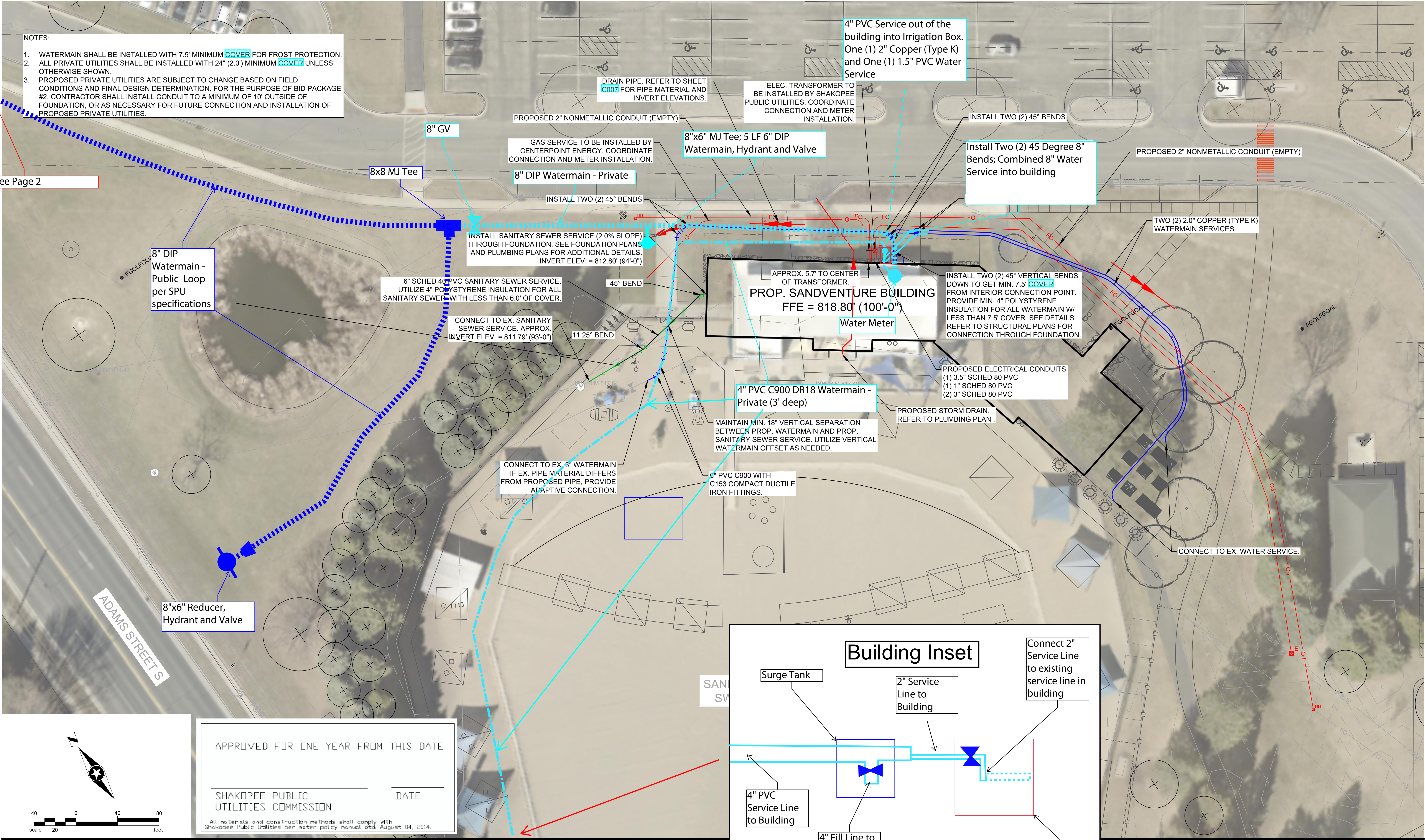
11th Ave W

11th Ave W

11th Ave W

- NOTES:
1. WATERMAIN SHALL BE INSTALLED WITH 7.5' MINIMUM COVER FOR FROST PROTECTION.
 2. ALL PRIVATE UTILITIES SHALL BE INSTALLED WITH 24" (2.0') MINIMUM COVER UNLESS OTHERWISE SHOWN.
 3. PROPOSED PRIVATE UTILITIES ARE SUBJECT TO CHANGE BASED ON FIELD CONDITIONS AND FINAL DESIGN DETERMINATION. FOR THE PURPOSE OF BID PACKAGE #2, CONTRACTOR SHALL INSTALL CONDUIT TO A MINIMUM OF 10' OUTSIDE OF FOUNDATION, OR AS NECESSARY FOR FUTURE CONNECTION AND INSTALLATION OF PROPOSED PRIVATE UTILITIES.

See Page 2



APPROVED FOR ONE YEAR FROM THIS DATE

SHAKOPEE PUBLIC UTILITIES COMMISSION

DATE

All materials and construction methods shall comply with Shakopee Public Utilities per water policy manual dated August 04, 2014.

<p>ARCHITECTURE & INTERIORS</p> <p>MSRDesign</p> <p>510 Marquette Avenue South, Suite 200 Minneapolis, MN 55402 612.375.0336</p>	<p>LANDSCAPE ARCHITECTURE</p> <p>CONFLUENCE</p> <p>530 N THIRD STREET, SUITE 120 MINNEAPOLIS, MN 55401 612.237.5046</p>	<p>STRUCTURAL ENGINEERING</p> <p>MATTSON MACDONALD YOUNG</p> <p>105 SOUTH 5TH AVENUE, SUITE 100 MINNEAPOLIS, MN 55401 612.827.7825</p>	<p>MEP ENGINEERING</p> <p>VICTUS ENGINEERING</p> <p>2327 WYCLIFF STREET, SUITE 200 SAINT PAUL, MN 55114 651.223.3454</p>	<p>CIVIL ENGINEERING</p> <p>SEH INC.</p> <p>10650 RED CIRCLE DR, SUITE 500 MINNETONKA, MN 55343 952.912.2637</p>
---	--	---	---	---

Project: **SANDVENTURE**
1101 ADAMS ST. S
SHAKOPEE, MN 55379

ISSUE / REVISION

Mark	Date	Description
07.28.2023	07.28.2023	BID PACK #2

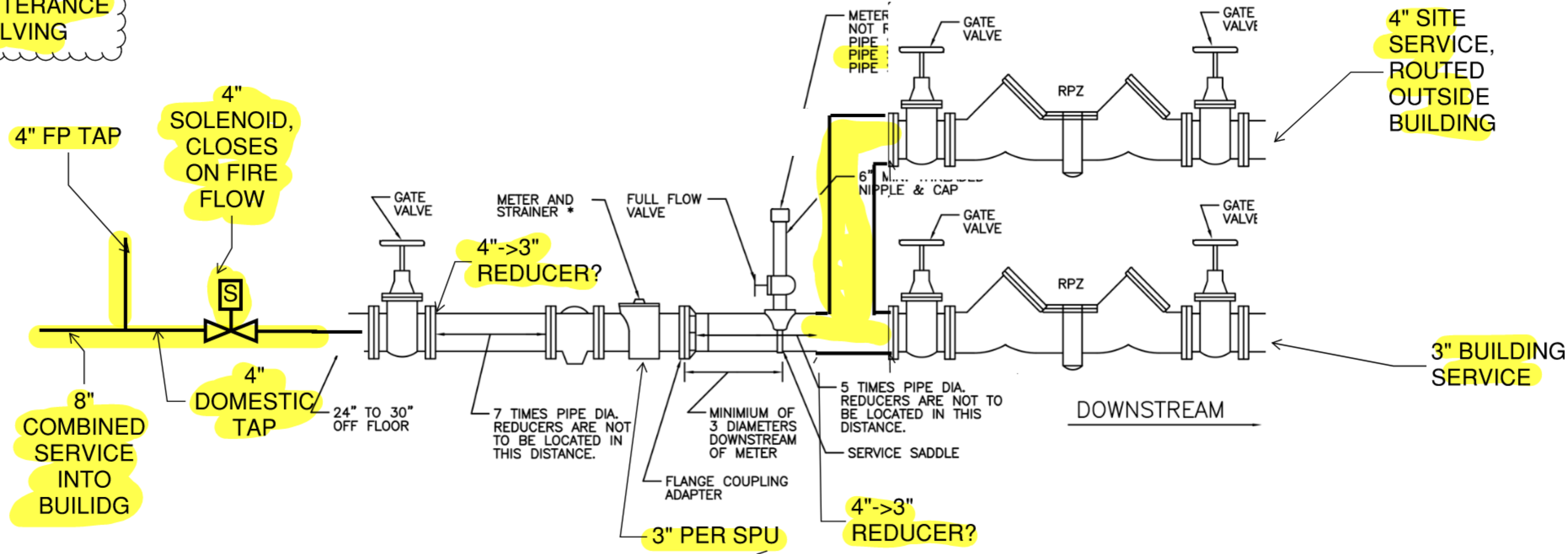
Signature: *Blake Hansen*
Print Name: Blake Hansen, PE
Date: JULY 28, 2023 License No: 58904

BID PACK #2 - DEMO/FOOTINGS/FOUNDATION

PROPOSED UTILITIES

C006

PROPOSED ENTERANCE VALVING



*THERE IS A WATER METER FEE BASED ON ITS SIZE. WATER METERS ARE TO BE SIZED THROUGH SHAKOPEE PUBLIC UTILITIES. 1-1/2" AND LARGER METERS INCLUDE THE STRAINER. WATER METERS REMAIN THE PROPERTY OF SHAKOPEE PUBLIC UTILITIES.

**Shakopee Public Utilities
Capital Improvement Plan
Final
Dated: 12/4/23
Water Detail**

Item Description	Justification	2024
Operating Fund		
Miscellaneous		
CSAH 16 CIF 22-006 Trail Extension adjust valves & hydrants	Trail Extension	25,000
Emergency Power Generation Conversion @ Riverview Booster Station	Extended Sustainability	320,000
Chemical Feed Improvements	Safety/Enhanced Accuracy	20,000
Cty Rd 78/69 Roundabout	Water Main Casing	75,000
Water Meters	PM/Development	175,000
Reservoir Maintenance	Preventative Maintenance	50,000
Power Wash Towers	Preventative Maintenance	25,000
Hydrant Replacement	As Needed	40,000
Total Miscellaneous		730,000
System Upgrades		
SCADA Upgrades	Water System Reliability	40,000
Fiber Hardware	AMI and SCADA for 4 tanks	100,000
Miscellaneous Equipment	As Needed	15,000
Total System Upgrades		155,000
Advanced Metering Infrastructure (AMI)		
Construction/Implementation/Hardware/Software/Training/Project Management	Customer Service	3,558,132
Total Advanced Metering Infrastructure (AMI)		3,558,132
Vehicles/Equipment		
Replace Truck #615 (2012)	Life Cycle Replacement	58,000
Total Vehicles/Equipment		58,000
Total Operating Fund		
		4,501,132
Reconstruction Fund		
Reconstruction		
Vierling/Eagle Creek Blvd Roundabout Watermain Relocation	City Street Recon	115,000
Bituminous Overlay	City CIP	40,000
Correct Deficient Services	As Needed	80,000
Full-Depth Pavement Reconstruction	City CIP	20,000
Water Main Reconstruction	City Street Recon	-
Project To be determined		50,000
Total Reconstruction		305,000
Total Reconstruction Fund		
		305,000
Trunk Fund		
Trunk Water Mains - SPU Projects (Completed by SPU)		
12" WM West of Tank #8 to LaTour Drive	Development	275,000
Projects to be determined		100,000
Total Trunk Water Mains - SPU Projects		375,000

\$120,000

Reconstruction Fund Balance Projections

<i>Date</i>	<i>Per 1000 Gallon Charge</i>	<i>Revenue</i>	<i>Expense</i>	<i>Ending Balance</i>
12/31/2023				\$ 1,634,269.39
2024	\$ 0.42	\$ 741,585	\$ 305,000.00	\$ 2,070,854.57
2025	\$ 0.42	\$ 749,001	\$ 170,000.00	\$ 2,649,855.60
2026	\$ 0.42	\$ 756,491	\$ 85,000.00	\$ 3,321,346.64
2027	\$ 0.42	\$ 764,056	\$ 2,070,000.00	\$ 2,015,402.60
2028	\$ 0.42	\$ 771,697	\$ 175,000.00	\$ 2,612,099.11

Revenue projections are based on
1% growth per year

* Water Main Reconstruction in 2027

RESOLUTION #2024-11

RESOLUTION APPROVING SHAKOPEE PUBLIC UTILITIES COMMISSION'S
COGENERATION AND SMALL POWER PRODUCTION TARIFF

WHEREAS, the Rules Governing the Interconnection of Cogeneration and Small Power Production Facilities with Shakopee Public Utilities Commission and Minnesota Statutes Section 216B.164 require the utility to annually adopt schedule 1 and schedule 2 of its Cogeneration and Small Power Production Tariff, and

WHEREAS, schedule 3 was modified and re-issued on April 11, 2023, Docket No. E-999/CI-16-521 by the Minnesota Public Utilities Commission under the authority granted to it by Minnesota Statutes 216B.1611, and

WHEREAS, the cogeneration and small power production tariff shall include a calculation of Shakopee Public Utilities' average retail utility energy rates, the rates at which Shakopee Public Utilities' purchases energy and capacity, and Shakopee Public Utilities' adopted interconnection process, and

WHEREAS, the statute and rules cited above require the information contained in schedules 1, 2, and 3 described within, and

WHEREAS, Schedule 1 shall contain the calculation of average retail utility energy rates for each Shakopee Public Utilities' customer class, and

WHEREAS, Schedule 2 shall contain the rates at which Shakopee Public Utilities purchases energy and capacity from the wholesale supplier from which purchases may first be avoided, and

WHEREAS, Schedule 3 shall indicate by reference Shakopee Public Utilities Commission's adopted interconnection process, or "distributed generation tariff" adopted in compliance with Minnesota Statutes Section 216B.1611, subd. 3(2), including standard contract forms to be used with customers interconnecting qualifying facilities as well as general technical interconnection and interoperability requirements, and.

WHEREAS, these filings shall be maintained at the Shakopee Public Utilities Commission office and shall be made available for public inspection during normal business hours.

NOW THEREFORE BE IT RESOLVED, that the Shakopee Public Utilities Commission approves the following Cogeneration and Small Power Production Tariff effective beginning April 1, 2024 or the nearest regular meter reading date following, and apply to usage/output after that date and to subsequent billing periods.

Passed in the regular session of the Shakopee Public Utilities Commission, this 4th day of March 2024.

Commission President: Justin Krieg

ATTEST:

Commission Secretary: Greg Drent



Shakopee Public Utilities Commission

COGENERATION AND SMALL POWER PRODUCTION TARIFF

SCHEDULE 1 – AVERAGE RETAIL ENERGY RATES

Average Retail Utility Energy Rates: Available to any Qualifying Facility of equal to or less than 40 kW AC aggregated nameplate capacity that does not select either Roll Over Credits, Simultaneous Purchase and Sale Billing, or Time of Day rates.

Shakopee Public Utilities shall bill Qualifying Facilities for any excess of energy supplied by Shakopee Public Utilities above energy supplied by the Qualifying Facility during each billing period according to Shakopee Public Utilities applicable rate schedule. Shakopee Public Utilities shall pay the customer for the energy generated by the Qualifying Facility that exceeds that supplied by Shakopee Public Utilities during a billing period at the “average retail utility energy rate.” The term "average retail utility energy rate" means, for any class of utility customer, the quotient of the total annual class revenue from sales of electricity minus the annual revenue resulting from fixed charges, divided by the annual class kilowatt-hour sales. Data from the most recent 12-month period available shall be used in the computation.

“Average retail utility energy rates” are as follows:

RESIDENTIAL	2023
TOTAL REVENUES	\$ 22,049,302.12
LESS UNDERGROUND RELOCATION FEES	\$ 40,702.73
LESS FIXED REVENUES (CUSTOMER CHARGE)	\$ 2,085,171.00
NET REVENUES	\$ 19,923,428.39
TOTAL KWH SALES	\$ 143,179,595
AVERAGE RETAIL ENERGY RATE	\$ 0.1391

COMMERCIAL	
TOTAL REVENUES	\$ 2,501,938.90
LESS UNDERGROUND RELOCATION FEES	\$ 4,265.61
LESS WATER DIVISION ELECTRIC FOR PUMPING	\$ 330,540.00
LESS FIXED REVENUES (CUSTOMER CHARGE)	\$ 236,299.00
NET REVENUES	\$ 1,935,099.90
TOTAL KWH SALES	14,200,938
AVERAGE RETAIL ENERGY RATE	\$ 0.1363

INDUSTRIAL	
TOTAL REVENUES	\$ 35,477,612.54
LESS UNDERGROUND RELOCATION FEES	\$ 85,740.23
LESS FIXED REVENUES (CUSTOMER CHARGE)	\$ 467,465.60
LESS DEMAND CHARGES	\$ 7,877,536.35
NET REVENUES	\$ 27,132,610.59
TOTAL KWH SALES	285,491,698
AVERAGE RETAIL ENERGY RATE	\$ 0.0950

SCHEDULE 2 – WHOLESALE SUPPLY RATES

Wholesale Supply Rates: A “non-generating utility” must list the rates at which it purchases energy and capacity. If the utility has more than one wholesale supplier, the rates listed are of that supplier from which purchases may first be avoided.

Shakopee Public Utilities purchases energy and capacity from Minnesota Municipal Power Agency (MMPA).

In 2023, the average energy rate paid by Shakopee Public Utilities was \$0.06793 per kilowatt-hour.

In 2023, the average capacity rate paid by Shakopee Public Utilities was \$0.02450 per kilowatt-hour.

These rates are used to calculate Shakopee Public Utilities “avoided costs” for purposes of calculating compensation to customers whose Qualifying Facilities are not eligible for compensation at Shakopee Public Utilities average retail utility energy rate or who elect compensation at another rate.

SCHEDULE 3 – INTERCONNECTION PROCESS

Interconnection Process: In order to provide for coordinated interconnection of customer-owned distributed energy resources and comply with Minnesota Statutes Section 216B.1611, subd. 3(2), Shakopee Public Utilities has adopted the

“Minnesota Municipal Interconnection Process (M-MIP) 2022”

as recognized by the Minnesota Municipal Utilities Association Board of Directors at its February 9, 2022, meeting and made publicly available at mmua.org.

General technical requirements may be found in the

“Minnesota Technical Interconnection and Interoperability Requirements (TIIR)”

as adopted by the Minnesota Public Utilities Commission on April 11th, 2023 as part of DOCKET NO. E-999/CI-16-521.

For Shakopee Public Utilities’ specific safety standards, required operating procedures for interconnected operations, and the functions to be performed by any control and protective apparatus, please contact Shakopee Public Utilities for its Electric Service Rules and Regulations.