

AGENDA
SHAKOPEE PUBLIC UTILITIES COMMISSION
REGULAR MEETING
April 1, 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**
 - 2a) Election of SPU Commission Officers – President, Vice President, Secretary, MMPA Representative (GD)

3. **Consent Agenda**
 - C=> 3a) Approval of March 4, 2024 Minutes (GD)
 - C=> 3b) Approval of April 1, 2024 Agenda (JK)
 - C=> 3c) April 1, 2024 Warrant List (KW)
 - C=> 3d) Monthly Water Dashboard for February 2024 (LS)
 - C=> 3e) 2024 Water Conservation Report (LS)
 - C=> 3f) Nitrate Results – Advisor (LS)
 - C=> 3g) MMPA March 2024 Meeting Update (GD)
 - C=> 3h) Res #2024-12 Resolution Approving Shakopee Utilities Commission’s Cogeneration and Small Power Production Tariff (JA)
 - C=> 3i) Utility Facilities Easement Agreement for Pumphouse #23 (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: Water Items**
 - 6a) Water System Operations Report – Verbal (LS)

7. **Reports: Electric Items**
 - 7a) Electric System Operations Report – Verbal (GD)
 - 7b) 2024 Three-Phase 2500 kVA Transformer Bid Award (JA)

***Motion to Award the 2024 Three-Phase 2500 kVA transformers to Resco-Ermco in the quantity (3) listed for the item for a total bid award of \$274,530.00

 - 7c) 2024 500 MCM and 750 MCM UG Cable Bid Award (JA)

***Motion to Award the 500 MCM and 750 MCM UG Cable Bid to XXXX

8. **Reports: General**
 - 8a) Marketing/Key Accounts Report – Verbal (SW)
 - 8b) IT Updates (PD)
 - 8c) County Project No. CP 69-08 Construction Cooperative Agreement (JA)

***Motion to Approve the County Project No. CP69-08 Construction Cooperative Agreement as presented

 - 8d) General Manager Report – Verbal (GD)

9. **Items for Future Agendas**

10. **Tentative Dates for Upcoming Meetings**
 - May 6, 2024
 - June 3, 2024
 - June 17, 2024 Workshop

11. **Adjournment**



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Shakopee, Minnesota 55379
Main 952.445-1988 • Fax 952.445-7767
www.shakopeeutilities.com

DATE: March 27, 2024
TO: Commissioners
FROM: Greg Drent, General Manager *GD*
Subject: Election of officers

Background:

At the first meeting in April each year, the commission elect's officers for the commission. Three positions need to be voted on: President, Vice President, and Secretary. In years past, the General Manager has held the Secretary position. You can choose to keep that the same or make changes to any or all positions. The process can be handled in a couple of different ways. SPU can vote for each position separately or vote for a slate of candidates for these positions. Greg Drent will take nominations fore the positions.

Per your governance handbook on page 10, SPU must designate its representative and alternate to the Minnesota Municipal Power Agency (MMPA). The MMPA representative is a voting member of the MMPA Board of Directors and attends monthly board meetings. The MMPA alternate also may attend MMPA board meetings but is not eligible to vote. The term of service for the representative and alternate is one year. Unless determined otherwise by the commission, the General Manager shall serve as the MMPA Representative, and the President shall serve as the MMPA alternate.

Action:

Commission to elect officers and designate MMPA representatives

MINUTES OF THE
SHAKOPEE PUBLIC UTILITIES COMMISSION
March 4, 2024
Regular Meeting

1. Call to Order. President Krieg called the March 4, 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. Vice President Letourneau asked to pull item 3(g). Commissioner Fox moved approval of the consent agenda as modified: (a) Approval of February 5, 2024 minutes; (b) Approval of March 4, 2024 agenda; (c) March 4, 2024 Warrant List; (d) Monthly Water Dashboard for January 2024; (e) MMPA February 2024 Meeting Updates; (f) Res #2024-07 Resolution of Appreciation to Denise Berens; (h) Access to SPU-Owned Equipment – Policy Violation Penalty Process; (i) Res #2024-09 Resolution Approving of the Estimated Cost of Pipe Oversizing on the Watermain Project: Arbor Bluff 1st Addition; (j) 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. Commissioner Mocol seconded the motion. Ayes: Krieg, Letourneau, DuLaney, Fox, and Mocol. Nays: None.

As to item 3(g), Joseph Adams, Planning and Engineering Director, explained that the \$85 fee refers to a one-time fee for a separate meter at a residence to charge an electric vehicle. Vice President Letourneau moved to approve item 3(g) Res #2024-08 Resolution Adopting Fees and Charges for 2024. Commissioner Mocol 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 thanked SPU staff for the communication efforts on the recent outage. He also shared that a fire department study estimated the expected population of the City to be 65,000.

5. SPU Investment Performance Review/Economic & Market Update. Kelley Willemsen, Director of Finance and Administration, introduced Danny Nelson and Brian Johnson from PFM Asset Management. Mr. Johnson provided a market update. Mr. Johnson presented an update of SPU's portfolio and upcoming maturities. They also discussed SPU cash flows in light of projected expenditures in the capital improvement plan. Commissioners requested more information as to investment options at a future meeting.

6. Water Report. Lon Schemel, Water Superintendent, reported that the water department began exercising gate valves to prepare for hydrant flushing. He noted that the flushing program will start on March 18th, the earliest start date ever. Mr. Schemel also reported that Rice Lake, the contractor for Pumphouse #23, plans to start footings the week of March 25th. He noted that, in response to the revised lead and copper rules, SPU retained AE2S to help with the service line inventory, which must be completed by September 16th.

7. County 800 MHz on Tower 3. Greg Drent, General Manager, provided background information concerning the County's request to add 800 MHz emergency radio equipment to SPU Tower #3. The Commission discussed the request, and requested additional information, including apportioning the radio costs, and SPU connection with the County's fiber system.

8. Lions Park Water Service/11th Ave Water Main Reconstruction Project. Mr. Adams provided an overview of this water main project in cooperation with the City's significant reconstruction efforts at Lions Park. He presented SPU staff's recommendation for SPU to replace and increase the water main in 11th Avenue outside the park entrance and extend 100 feet into the park (at which point the City would install a private water main) to provide improved water service and fire flows and to support the City's project, which has community-wide benefits. The City is seeking a change order to consider these revisions. Mr. Adams provided a preliminary estimate that SPU's share for this project would cost between \$185,000 and \$200,000. He explained that the proposed source of SPU funds would be two line items in the 2024 Reconstruction Fund that are currently unassigned; the remaining unbudgeted amount is proposed to be covered by the Reconstruction Fund. Commissioner Mocol moved to support the project as described and to authorize the preparation of bid documents, with bid results to return to the Commission for contract award. Commissioner DuLaney seconded the motion. Ayes: Krieg, Letourneau, DuLaney, Fox, and Mocol. Nays: None.

9. Electric Report. Brad Carlson, Electric Superintendent, reported four outages since the last Commission meeting: (1) a large outage affecting 400 customers for a few hours, (2) a pole burn off at J&J/Swift Street, affecting 27 customers, (3) a transformer hit by a City plow, affecting three customers, and (4) an animal-caused regulator outage at the tie point, which affected the substation. Mr. Carlson also provided an update on tree trimming, change out of poles when needed, and substation relays. He noted that electric crews toured B&B Transformers and participated in emergency preparedness and large-scale disaster training.

10. Marketing/Key Accounts Report. Sharon Walsh, Director of Key Accounts/Marketing/Special Projects, provided an update on the AMI project, including resolving water meter issues before the large rollout. She noted that customer letters are expected to go out on March 22nd. Ms. Walsh also provided a marketing update, noting that although SPU staff will not attend the City's Egg Hunt due to scheduling issues, she ordered fifty pounds of candy to assist with the event.

11. Res #2024-11 Resolution Approving Shakopee Public Utilities Commission's Cogeneration and Small Power Production Tariff. Mr. Adams explained that SPU updates these schedules 1 and 2 annually, and schedule 3 resulted from revisions by the Minnesota Public Utilities Commission. Vice President Letourneau moved to approve Resolution #2024-11 as presented. Commissioner Fox seconded the motion. Ayes: Krieg, Letourneau, DuLaney, Fox, and Mocol. Nays: None.

12. General Manager Report. Mr. Drent provided an update from the APPA Legislative Conference in Washington, D.C. He reported that mediation is scheduled for SPU labor negotiations on April 11th. Mr. Drent provided an update on the RP3 application process as well as the audit progress. He provided an overview of the topics, including water backflow prevention, for the workshop on March 18th.

13. SPU Labor Negotiations. Commissioner Fox moved to go to closed session under Minnesota Statutes, Section 13D.03, subd. 1 to consider strategy for labor negotiations, including negotiations, strategies or developments or discussion and review of labor negotiations proposals, at 6:46 P.M. at the Shakopee Service Center. Vice President Letourneau seconded the motion. Ayes: Krieg, Letourneau, DuLaney, Fox, and Mocol. Nays: None. In open session, Commissioner Mocol moved that Vice President Letourneau join the mediation scheduled for April 11th. Commissioner Fox seconded the motion. Ayes: Krieg, Letourneau, DuLaney, Fox, and Mocol. Nays: None.

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

Greg Drent, Commission Secretary

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11. **Adjournment**

SHAKOPEE PUBLIC UTILITIES COMMISSION

WARRANT LISTING

April 1, 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 03/01/2024

| | | |
|---------------------------------------|--------------|--|
| ALTEC INDUSTRIES INC | \$1,286.10 | CABLE-SPLICERS KNIFE |
| APPLE FORD OF SHAKOPEE | \$329.72 | WATER TRK #649 OIL CHANGE/CHECKUP |
| ARROW ACE HARDWARE | \$8.66 | LIQ TIGHT CONNECTOR (W) |
| ASSOCIATED MECHANICAL CONTRACTORS INC | \$3,103.52 | REPLACE VENTING ON UNIT HEATER |
| JOSHUA CAMERON | \$500.00 | RESIDENTIAL SOLAR REBATE |
| VOID | \$0.00 | VOID |
| CORE & MAIN LP | \$33,854.50 | METERS |
| COLLIN CORNMAN | \$500.00 | ENERGY STAR COOLING/HEATING REBATE |
| CYBER POWER SYSTEMS (USA) INC | \$11,174.00 | INTERIOR LIGHTING REBATE |
| DAKOTA SUPPLY GROUP | \$5,784.20 | FUEL PIPE/VALVE ADAPTER(W) |
| HENRY DESOUZA | \$500.00 | RESIDENTIAL SOLAR REBATE |
| DITCHWITCH OF MINNESOTA | \$232.20 | HOSE (W) |
| EMERGENCY AUTOMOTIVE TECHNOLOGIES I | \$1,551.78 | WO2691 INSTALL LIGHT BAR TRK#615 |
| MIKE ENRIGHT | \$215.84 | PER DIEM WELCH MN 2.24 UMMA/REIMB MILEAG |
| BRYATTA ERICKSON | \$500.00 | RESIDENTIAL SOLAR REBATE |
| FASTENAL IND & CONST SUPPLIES | \$63.88 | WO#2483 |
| FIRE SAFETY USA | \$225.00 | MALE NH ADAPTER(W) |
| FRONTIER ENERGY, INC. | \$2,000.00 | P3 SUBSCRIPTION JAN 2024 |
| GRAINGER INC | \$54.62 | BUBBLE ROLL(W) |
| GRAYBAR ELECTRIC COMPANY INC | \$4,996.70 | PIPE 2" PVC BELL |
| DAVID HAGEN | \$215.51 | PER DIEM/MILEAGE REIMB PROF DEV SCHOOL |
| JACKLYN HANSON | \$60.00 | PER DIEM PROF DEV SCHOOL FEB 2024 |
| INNOVATIVE OFFICE SOLUTIONS | \$407.71 | OFFICE SUPPLIES |
| IRBY - STUART CIRBY CO | \$921.19 | JUMPER CABLE SET(E) |
| MCGRANN SHEA CARNIVAL | \$1,780.00 | GENERAL MUNI/REGULATORY MATTERS |
| MINN VALLEY TESTING LABS INC | \$281.00 | COLIFORM WATER TESTING |
| NAPA AUTO PARTS | \$260.10 | TAX DUE ON MISSED INV PAID PRIOR |
| NCPERS GROUP LIFE INS. | \$192.00 | MARCH 2024 LIFE INS PREMIUMS |
| GERRY NEVILLE | \$62.31 | REIMBURSE 93 MILES |
| THANH NGUYEN | \$175.00 | ENERGY STAR CLOTHES WASHER REBATE |
| CINDY NICKOLAY | \$133.33 | REIMBURSE 36 MILES |
| QUALITY FORKLIFT SALES & SERVICE | \$144.69 | 48' HOSE(E) |
| RESCO | \$117,679.99 | 75,112.5,150KVA 3PH TRANSFORMERS |
| CODY SCHUETT | \$88.50 | PER DIEM ST CLOUD MN 2/21-2/22 2024 |
| BRANDON SCHWARTZ | \$60.00 | PER DIEM PROF DEV SCHOOL FEB 2024 |
| JAYSON SMART | \$500.00 | RESIDENTIAL SOLAR REBATE |
| STINSON LLP | \$8,710.00 | JAN 2024 LABOR MATTERS |
| JORDAN STOCKER | \$88.50 | PER DIEM ST CLOUD MN 2/21-2/22 2024 |
| CANDICE STROHMAN | \$500.00 | RESIDENTIAL SOLAR REBATE |
| GREG TRIPLETT | \$134.67 | REIMBURSE 201 MILES |
| VESSCO, INC | \$8,969.51 | PREVENT MAINT ON CHLORINE EQUIP |
| RYAN WERMERSKIRCHEN | \$147.50 | PER DIEM WELCH MN UMMA CONF. 2/2024 |
| ZIEGLER INC | \$385.81 | TROUBLESHOOT GENERATOR AMBERGLEN(W) |
| CANTERBURY PARK | 317.61 | HYDRNT MTR RETURN REFUND FROM 9/2023 |
| FURTHER - ACH | \$47.26 | MEDICAL FLEX CLAIM REIMB. |

Total Week of 03/01/2024**\$209,142.91**

WEEK OF 03/08/2024

CREDIT REFUNDS
BORDER STATES ELECTRIC SUPPLY
AAR BUILDING SERVICE CO.
AMARIL UNIFORM COMPANY
APPLE FORD OF SHAKOPEE
ARROW ACE HARDWARE
B & B TRANSFORMER INC
RON BARTUSEK
BOB'S LAWN & LANDSCAPING INC
BORDER STATES ELECTRIC SUPPLY
CENTURY PROMOTIONAL ADVERTISING LLC
CHOICE ELECTRIC INC
CLIFTONLARSONALLEN LLP
CORE & MAIN LP
CUSTOMER CONTACT SERVICES
GREG DRENT
DSI/LSI
ELECTRICAL PRODUCTION SERVICES
FLYTE HCM LLC
GOPHER STATE ONE-CALL
GRAINGER INC
BRAD GUSTAFSON
DANIEL HAGAMAN
HAWKINS INC
HOTSY EQUIPMENT OF MINNESOTA
HREXPRTISEBP LLC
KENNEDY & GRAVEN, CHARTERED
MINN VALLEY TESTING LABS INC
GERRY NEVILLE
CINDY NICKOLAY
SHAKOPEE CHEVROLET
SHAKOPEE VALLEY NEWS
TOM KRAEMER, INC
TRI-STATE BOBCAT INC.
GREG TRIPLETT
UPS STORE # 4009
VIVID IMAGE, INC.
XCEL ENERGY
XCEL ENERGY
MN CHILD SUPPORT PAYMENT CENTER
FURTHER - ACH
PAYROLL DIRECT DEPOSIT 03.08.24
BENEFITS & TAXES FOR 03.08.24

\$9,196.96 CREDIT REFUNDS
247,360.00 AMI WATER METERS
\$4,173.19 SPU OFFICE MARCH CLEANING
\$240.00 SAFETY SPU CLOTHING (E)
\$796.37 WATER TRUCK#649 SEATBELT REPAIR
\$6.49 FUSE (E)
\$119,262.00 26 - 25 PAD RM TRANSFORMERS
\$250.00 SAFETY BOOT REIMBURSEMENT 2024
\$165.00 2 YDS BLACK DIRT (W)
\$120,214.80 AMI WO#2718 WATER METERS
\$952.56 SPU CLOTHING ORDER
\$1,726.02 REPLACED INDICATORS W/LED FOR WELL
\$9,133.25 FIRST INSTALLMENT 2023 AUDIT SVCS
\$296.60 GASKETS/HEX NUT(W)
\$651.41 3/5-4/1 2024 ANSWERING SERVICE
\$472.50 PER DIEM WASH DC FEB 2024/PARKING REIMB
\$445.11 MARCH GARBAGE SERVICE
\$7,015.00 SPUC RING SPLICING
\$56.00 FEB 2024 COBRA
\$255.15 FEB 2024 TICKETS
\$603.11 SOLENOID BRASS VALVE
\$88.50 PER DIEM ST CLOUD MN 2/21-2/22 2024
\$100.00 ENERGY STAR DISHWASHER REBATE
\$430.00 CHLORINE CYLINDERS
\$627.89 TRUCK & EQUIP WASH BULK
\$218.75 HR CONSULTING FEB 2024
\$336.00 WO#2634 WATER TREATMENT SITE ACQUISITION
\$117.00 WATER TESTING NITRATE+NITRATE
\$116.58 REIMBURSE 174 MILES
\$115.24 REIMBURSE 172 MILES
\$762.77 LAMP/CORE CHARGE(E)
\$1,857.75 FEB LEGALS/EMPLOYMENT ADS
\$325.13 AMI WO#2472 MARCH 40FT RENT
\$226.25 REPAIR CHIPPER
\$240.10 REIMBURSE 133 MILES
\$18.46 ELECTRIC SHIPMENT
\$550.00 RETAINER FOR 3/1-3/31 2024
\$228.50 1/24-2/28 2024 GAS USAGE AMBERGLEN CIR
\$1,928.33 1/25-2/26 2024 GAS USAGE VALLEY PARK DR
\$564.37 CASE #001422536402
\$574.64 FLEX CLAIM REIMBURSEMENTS
\$133,462.49
\$143,490.15

Total Week of 03/08/2024

\$809,650.42

WEEK OF 03/15/2024

| | | |
|---|----------------|--|
| VERIZON WIRELESS | \$3,870.82 | FEBRUARY CELL PHONE BILL |
| ABDO LLP | \$24,107.50 | FEB 2024 FS ACCOUNTING SERVICES |
| ALTEC INDUSTRIES INC | \$415.45 | REPAIR BOOM SENSOR SWITCH |
| ANCOM COMMUNICATIONS INC | \$1,176.35 | WO#2690 DUTY TRK INSTALL RADIO (E) |
| ARAMARK REFRESHMENT SERVICES INC | \$168.48 | COFFEE |
| ARROW ACE HARDWARE | \$51.74 | HOSE FOR WASHBAY (E) |
| BOLTON & MENK INC. | \$415.00 | SHAKO PUC/W END LOWER BLUFF TRUNK |
| BORDER STATES ELECTRIC SUPPLY | \$49,071.30 | CNETRON METERS |
| CITY OF SHAKOPEE | \$5,041.51 | FEB 2024 FUEL BILL |
| CITY OF SHAKOPEE | \$500,127.42 | FEB 2024 SW \$383,959.70 & SD \$116,167.72 |
| CITY OF SHAKOPEE | \$338,400.00 | FEB 2024 PILOT TRANSFER FEE |
| CITY OF SHAKOPEE | \$1,080.04 | FEB 2024 SD/SPU PROPERTIES |
| CONCRETE CUTTING & CORING INC | \$317.82 | HANDLE&FAN HOUSING;CHAIN SPROCKET |
| CYBERCRAFTS CONSULTING, LLC | \$5,000.00 | WO#2483 SCADA INSTALL SHAK W, SUB |
| FERGUSON US HOLDINGS, INC. | \$12,723.80 | ORING,NOZZLE,WASHER EPOX,VALVE SEAT(W) |
| FRONTIER ENERGY, INC. | \$8,574.06 | FEB 2024 PROF SVCS SHAKO C&I IMPLMENTATIO |
| GRAINGER INC | \$904.07 | STEPLADDER (W) |
| JACKLYN HANSON | \$40.00 | PER DIEM P.O.D. CLASS |
| INNOVATIVE OFFICE SOLUTIONS | \$505.53 | OFFICE SUPPLIES |
| IRBY - STUART C IRBY CO | \$4,170.14 | GLOVE TESTING |
| KEVIN MENDEN | \$312.89 | PER DIEM MRAW ST CLOUD MN 3/2024 |
| MIDWEST SAFETY COUNS, INC. | \$86.10 | NEMESIS SAFETY GLASSES(E) |
| MINN DEPT OF COMMERCE | \$8,141.07 | 4TH QTR FISCAL YR 2024 INDIRECT ASSESSME |
| MINN VALLEY TESTING LABS INC | \$426.00 | WATER TESTING COLIFORM |
| MMUA | \$1,605.00 | 2024 SUBSTATION SCHOOL MARCH |
| MN OCCUPATIONAL HEALTH - LOCKBOX 135054 | \$304.00 | FEB 2024 DRUG COLLECTION |
| NAPA AUTO PARTS | \$93.31 | FLO DRY ELEC DEPT |
| GERRY NEVILLE | \$95.81 | REIMBURSE 143 MILES |
| CINDY NICKOLAY | \$111.22 | REIMBURSE 166 MILES |
| NISC | \$31,656.84 | FEBRUARY PRINT SERVICES INVOICE |
| NORTHERN STATES POWER CO | \$2,917.23 | FEBRUARY POWER BILL |
| PITNEY BOWES GLOBAL FINANCIAL SERVIC | \$1,214.52 | 12/30/23-3/29/24 BILLING PERIOD |
| POMPS TIRE SERVICE INC | \$640.91 | FRONT TIRES TRK#610 (E) |
| RW BECK GROUP, INC, LEIDOS ENG.LL | \$9,862.00 | WO#2483 SPU W SHAKO SUB DESIGN |
| BRANDON SCHWARTZ | \$40.00 | PER DIEM P.O.D. CLASS |
| SCOTT COUNTY TREASURER | \$2,100.00 | FEBRUARY FIBER CHARGE |
| SENSIDYNE, LP | \$1,002.19 | CHLORINE,C12,NITROGEN |
| STATE OF MINNESOTA-MNIT SERVICES | \$734.01 | FEB 2024 WAN SERVICES |
| GREG TRIPLETT | \$84.42 | REIMBURSE 126 MILES |
| USABLUEBOOK | \$109.40 | HACH DEIONIZED WATER |
| VERIZON | \$608.25 | TRUCK TRACKING MARCH |
| VERIZON WIRELESS | \$106.87 | 2/6-3/5 BILLING PERIOD |
| WATER CONSERVATION SERVICE INC | \$354.89 | LEAK LOCATE @ 4830 WOODLAND ON 2.12.24 |
| WESCO RECEIVABLES CORP. | \$18,288.28 | ELBOW 500 MCM |
| WSB & ASSOCIATES INC. | \$12,402.00 | WO#2581 P.H.#23 JAN SERVICES |
| AMERICAN NATL BANK_MASTERCARD_ACH | \$12,168.59 | FEB 2024 CREDIT CARD STATEMENT |
| CENTERPOINT ENERGY - ACH | \$2,804.43 | GAS USAGE 10TH AVE 2/7-3/7 2024 |
| MMPA C/O AVANT ENERGY | \$2,689,139.49 | FEBRUARY POWER BILL |
| MN DEPT OF REVENUE ACH PAYMENTS | \$282,566.00 | FEB 2024 SALES TAX PAYABLE |

Total Week of 03/15/2024

\$4,036,136.75

WEEK OF 03/22/2024

MN CHILD SUPPORT PAYMENT CENTER
ADVANCED ENG. & ENVIRONMENTAL SRVC
AMARIL UNIFORM COMPANY
APPA
APPLE FORD OF SHAKOPEE
ARROW ACE HARDWARE
ASTLEFORD INTL TRUCKS
BORDER STATES ELECTRIC SUPPLY
CLIFTONLARSONALLEN LLP
COMCAST CABLE COMM INC.
CONCRETE CUTTING & CORING INC
CORE & MAIN LP
DGR ENGINEERING
FERGUSON US HOLDINGS, INC.
FERRELLGAS
GRAINGER INC
HACH COMPANY
DAVID HAGEN
HAWKINS INC
INNOVATIVE OFFICE SOLUTIONS
IRBY - STUART C IRBY CO
JOHNSON CONTROLS FIRE PROTECTION LP
JT SERVICES
KATAMA TECHNOLOGIES, INC.
LOCATORS & SUPPLIES INC
MIDWEST SAFETY COUNS, INC.
MINN VALLEY TESTING LABS INC
MIKE MONSON
GERRY NEVILLE
CINDY NICKOLAY
NOVAK COMPANIES, LLC
JAC PAPINEAU
POWERPLAN BF
RESCO
DAVID SCHAFER
SCOTT COUNTY TREASURER
STINSON LLP
TESCO - THE EASTERN SPECIALITY COMPANY
GREG TRIPLETT
U.S. POSTAL SERVICE
JESS VALIANT
VESSCO, INC
WESCO RECEIVABLES CORP.
ZAYO GROUP, LLC
FURTHER - ACH
PAYROLL DIRECT DEPOSIT 03.22.24
BENEFITS & TAXES FOR 03.22.24

\$564.37 CASE #001422536402
\$2,606.50 WO#2855 LCRR COMPLIANCE ASSISTANCE
\$18,630.19 SPU CLOTHING M.ENRIGHT
\$22,119.01 APPA DUES 2024
\$843.26 WATER TRUCK #630 OIL CHANGE
\$21.86 WO2483 CEMENT WELD KIT/ADPATER(E)
\$1,636.53 REGULATOR,DOOR GLASS
\$313,199.24 AMI WO#2718 WATER METERS
\$8,750.00 2ND INSTALLMENT 2023 AUDIT SERVICES
\$2.30 CABLE IN BREAKROOMS
\$78.28 CHAIN LOOP/18" BAR
\$393.91 OMNI METERS
\$15,246.30 WO2837 FEB PROF SVCS SS31 LATERAL 3PH EX
\$1,018.86 VARIOUS PARTS FOR WATER DEPT
\$919.51 PROPANE
\$17.28 FIRE EXT BRACKET(W)
\$697.00 RCC DR3800 REPAIR (W)
\$182.31 PER DIEM/REIMBURSE MILEAGE
\$9,799.40 CHLORINE CYLINDERS/HYRDOFLUOSILIC ACID
\$511.12 OFFICE SUPPLIES
\$1,254.75 HOT LINE CLAMP
\$2,224.42 FIRE/ALARM/SPRINKLER TEST 4/1/24-3/31/25
\$559.26 LABEL FOR EXTINGUISHER LOCATION
\$1,125.00 AMI WO#2472 GENERAL CONSULTING FEES
\$515.55 CONSTRUCTION MARKING PAINT (W)
\$1,170.45 3V LITHIUM BATTERIES
\$260.00 WATER TESTING NITRATES
\$175.00 ENERGY STAR CLOTHES WASHER REBATE
\$229.81 REIMBURSE 87 MILES
\$117.92 REIMBURSE 176 MILES
\$1,594.58 WO 2691 ALUM RACKS(W)
\$225.00 ENERGY STAR DISHWASHER REBATE
\$100.00 SHARPEN BLADES
\$28,092.04 SLEEVE ALUM LOOP SPLICE
\$500.00 ENERGY STAR COOLING/HEATING REBATE
\$2,100.00 MARCH FIBER CHARGE
\$5,427.00 LABOR MATTERS FOR FEB 2024
\$250.00 2ND QTR ADAPTIV SVCS 4/1-6/30 2024
\$151.42 REIMBURSE 226 MILES
\$436.00 PO BOX #540 RENEWAL
\$50.00 ENERGY STAR CLOTHESWASHER REBATE
\$1,462.84 PREV MAINT ON VACUUM (W)
\$5,486.48 ELBOW 500 MCM
\$2,890.10 SPU,SOUTH SUB,PIKE LAKE T1 LINE
\$221.63 CLAIM REIMBURSEMENTS
\$126,869.64
\$130,964.51

Total Week of 03/22/2024

\$711,690.63

Grand Total

\$5,766,620.71

Kelley Willemson

Presented for approval by: Director of Finance & Administration

Approved by General Manager

Approved by Commission President

Monthly Water Dashboard

As of: February 2024

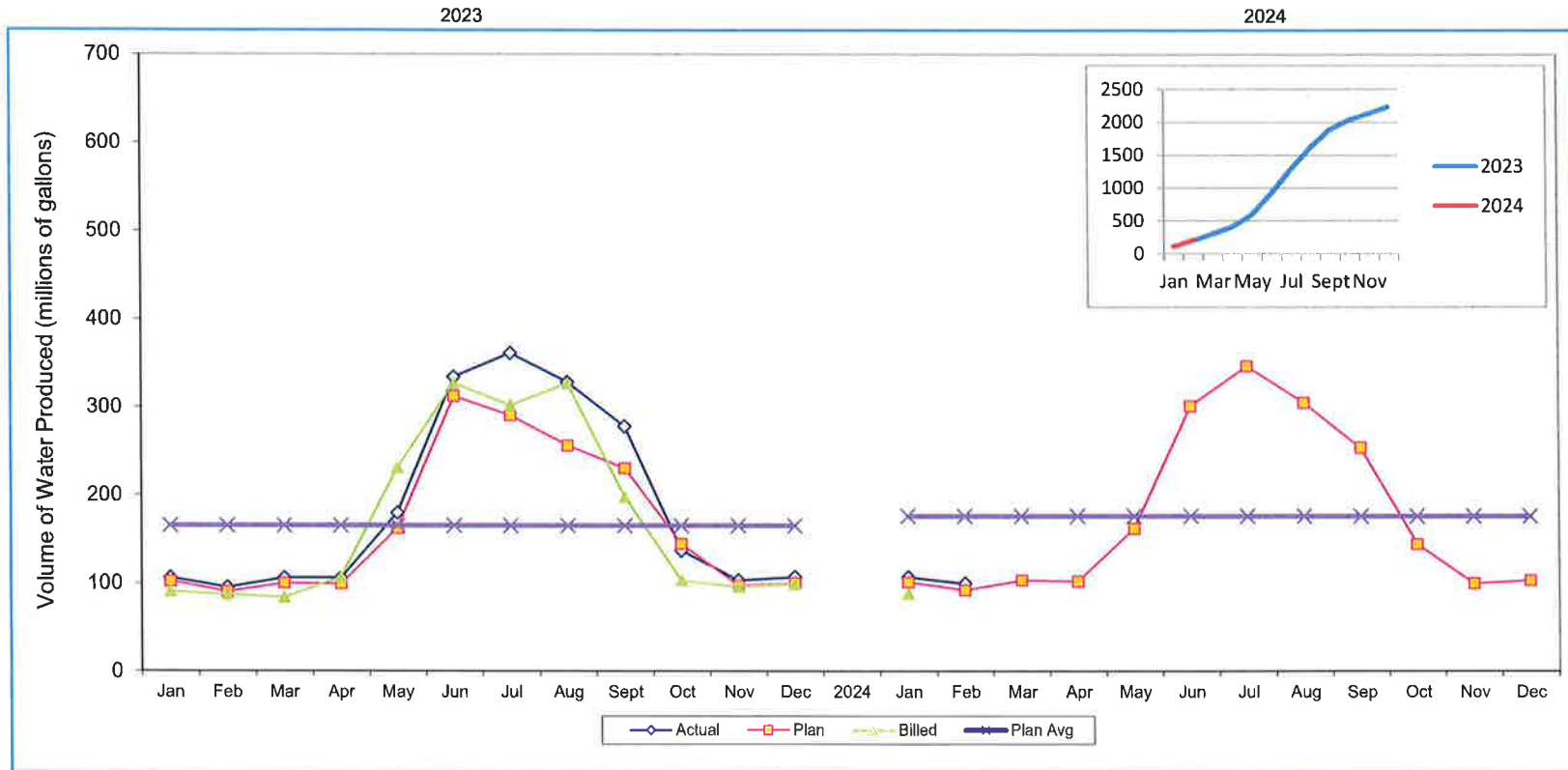
Shakopee Public Utilities Commission

ALL VALUES IN MILLIONS OF GALLONS

Element/Measure Water Pumped/Metered

| Monthly Avg | |
|-------------|-----|
| 2021 | 173 |
| 2022 | 167 |
| 2023 | 187 |

| Last 6 months actuals | 278 | 137 | 103 | 107 | 107 | 100 |
|-----------------------|-----|-----|-----|-----|-----|-----|
|-----------------------|-----|-----|-----|-----|-----|-----|



| | 2023 | | | | | | | | | | | | 2024 | | | | | | | | | | | |
|---------|------|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| Actual | 106 | 95 | 106 | 106 | 180 | 334 | 361 | 328 | 278 | 137 | 103 | 107 | 107 | 100 | | | | | | | | | | |
| 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% | 107% | | | | | | | | | | |
| Billed | 91 | 87 | 84 | 107 | 231 | 327 | 302 | 327 | 198 | 103 | 96 | 99 | 88 | | | | | | | | | | | |

* Actual gallons pumped vs. Plan



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TO: Greg Drent, General Manager *G.Drent*
 FROM: Lon R. Schemel, Water Superintendent *L.Schemel*
 SUBJECT: 2024 Water Conservation Report
 DATE: March 20, 2024

Since 2017, water purveyors have been required to submit Water Conservation Reports to the Minnesota Department of Natural Resources. These reports summarize a utility’s conservation effort for the year and provide the MN DNR the required metrics to manage our groundwater resources.

| | 2023 Report* | 2024 Report* |
|-----------------------------------|--------------|--------------|
| Unaccounted Water Loss | 5.9% | 7.2% |
| Residential Gallons per Capita | 70 | 73 |
| Annual % Reduction Nonresidential | 6.75 | -10.87 |
| Trend in total per capita demand | 8.27 | -4.08 |
| Total Peaking Factor | 2.41** | 2.31** |

*For the previous year’s usage

**Max day / Average day



Certificate of Completion

THIS ACKNOWLEDGES THAT

**Shakopee Public Utilities
Commission**

Has Completed the 2023 Water Conservation Report

Carmelita Nelson, Program Coordinator

Shakopee Public Utilities Commission Summary of Water Conservation Report

Additional Details at www.espwater.org

2024 Report based on 2023 Water Use

| | |
|--|--|
| Water Conservation Goals | |
| Unaccounted Water Loss | 7.2 % |
| Residential GPCD | 73 |
| Annual % Reduction-Nonresidential | -10.87 |
| Trend in total per capita demand | -4.07949 |
| Total Peaking Factor | 2.31 |
| Water Accounting | |
| Total water to Treatment | 2,241,251,000 gallons |
| Total water to Distribution | 2,241,251,000 gallons |
| # of Residential connections | 11,310 |
| # of Non-Res. connections | 1,042 |
| Residential vs. Non-Res. Use | 1,256.5 million gal. vs. 822.8 million gal. |
| Date of Highest Use | 7/17/2023 |
| Water Conservation - Direct | |
| Water Supply System Infrastructure Efficiency (leaks, meters, etc.) | <ul style="list-style-type: none"> • Meter testing: 750,000 gal -- \$21,335 |
| Date of last Audit/Percent done | % audit |
| Direct Conservation Single Family (SF) and Multi-Family (MF) and Commercial, Industrial, Institutional (CII) Efforts | <ul style="list-style-type: none"> • Smart Irrigation: Quantity: 51 Gallons saved: 4,080,000 • Clothes Washers: Quantity: 51 Gallons saved: 255,000 • Dishwashers: Quantity: 58 Gallons saved: 290,000 • Toilet: Quantity: 21 Gallons saved: 273,000 |
| Reuse or other Customer conservation projects | None listed |
| Water Conservation Indirect | |

| | |
|-------------------------------|--|
| Ordinances | <ul style="list-style-type: none"> • Critical/Emergency Water Deficiency Ordinance • Irrigation restrictions Regulations • Soil preparation requirements (x" of topsoil) • Tree ratio requirement • Allow native plants and Low water use turf/plants • Wellhead protection ordinance and zoning |
| Education and Outreach | <ul style="list-style-type: none"> • Consumer Confidence Reports -- 1 • Facility tours -- 1 • Marketing rebate programs (e.g., indoor fixtures & appliances and outdoor practices) -- 2 • Information kiosk at utility and public buildings -- 1 • Website -- 2 |
| Collaboration | <ul style="list-style-type: none"> • Collaborated with watershed group(s) • Collaborated with MDH on wellhead protection project • Collaborate with Metcouncil on Smart Irrigation |
| Rate structure | <ul style="list-style-type: none"> • Increasing Block |

General Comments and Recommendations for additional conservation efforts:

1. **WATER CONSERVATION GOALS:** Compare your water supply system results to the statewide water conservation goals that are set in the Water Supply Plans:
 - a. UNACCOUNTED FOR WATER LOSS <10%
 - b. RESIDENTIAL GALLONS PER CAPITA DEMAND (GPCD) DAILY <75
 - c. ANNUAL % REDUCTION IN NONRESIDENTIAL USE >1.5%
 - d. TREND IN TOTAL PER CAPITA DEMAND >=1.0
 - e. TOTAL PEAKING FACTOR <2.6

Each water supplier should try to achieve the statewide water conservation goals by the time their next Water Supply Plan is due (2026-2028).

2. **WATER LOSS:** For most water suppliers, working on reducing water loss should be your top conservation objective. Cities should first make their own water supply system as efficient as possible. In addition to leaks, water can be “lost” through unauthorized consumption (theft), administrative errors, data handling errors, and metering inaccuracies or failure.
3. **LEAK REPAIR:** Budgeting for and keeping on top of aging pipes and infrastructure will be important in the coming years to reduce water loss. Also check fire hydrants frequently, many cities are finding these to be part of their water loss problem.
4. **METERS:** A water meter program should include selection, installation, testing and maintenance. Over time meters lose accuracy and inaccurate meters contribute to loss of revenue. Accurate meters are also key to getting a handle on water loss. Focus first on large meter installations.
5. **AUDIT:** Water audits are the first step for controlling water loss. AWWA offers free [Water Audit Software](#). The second step is intervention and implementing solutions, and the third step is evaluation and further improvements if needed. Metering and better water accounting are key to improving the city’s water loss percentage.
6. **PEAK WATER DAY:** Generally this number indicates if the city has high summer water use. Conservation education should focus on improving landscape irrigation efficiency on public and private property. The [UMN Turfgrass Science](#) website has excellent irrigation resources. If your peak water day was for hydrant flushing, you might evaluate if this amount could be reduced without sacrificing best practices. Some cities are significantly cutting back with hydrant flushing and not impacting water quality.
7. **RESIDENTIAL & NON-RESIDENTIAL:** Compare the volume of Residential and non-residential water user. Is one significantly more than the other or are they quite close in water use? Focusing on your big water use accounts with education programs or conservation partnerships may make sense.
8. **NON-RESIDENTIAL EDUCATION AND OUTREACH IDEAS:**
 - a. Non-residential use is always an opportunity for water conservation – economically Commercial, Industrial and Institutional users *want* to be as efficient as possible. The city should look at the 2-3 largest non-residential water users and meet with them to see if there are things they can do to conserve water.
 - b. Cities often work with the CII categories that are easiest to implement: government/municipal buildings and facilities; large landscape areas; schools and/or colleges; office buildings; restaurants. Research shows that the degree of success for water conservation are: 1. Schools/colleges, 2. Commercial and apartments, 3. Large

landscape areas, 4. Lodging, 5. Public pools/water parks. Target your efforts here for optimal success.

- c. If any of the CII facilities have outdoor lawn irrigation this is an easy and quick way to reduce water use by installing smart meters, doing an irrigation audit to look for leaks and broken heads, or simply turning off the irrigation controllers and only turning them on when there has been a lack of rainfall.
9. RESIDENTIAL EDUCATION AND OUTREACH IDEAS:
- a. The city may want to offer free toilet leak detection tablets to customers since this is the most common leak and easy to fix. Contact the MN DNR Information Center for a free supply of toilet leak detection info cards and dye tablets.
 - b. You may want to try promoting this home water conservation app that only takes a few minutes and is fun and informative <http://nrwa.aqkwa.com> (try it yourself!). In addition to adults, you can work with the schools, kids may influence their parents to conserve water.
 - c. Other new water campaigns the city may want to participate in include: the US EPA WaterSense Program. Membership is free and allows you access to great resources. Also *Value of Water*- US Water Alliance has a Value of Water Campaign <http://uswateralliance.org/initiatives/value-of-water> with a toolkit that has PDFs of ads, billboards, bill stuffers, bus shelter ads, banners, and social media. The focus is positive, emphasizing that water is essential.
10. ORDINANCES: City Councils may want to strengthen their water conservation ordinances. League of MN Cities is a great source for sample ordinances.
11. RATE STRUCTURE: Cities should regularly evaluate the water rate structure. MN Rural Water Association provides this service (free for a quick review; small fee for a full bookkeeping audit).
12. FUTURE WEATHER: Northern cities are already experiencing changing seasons and weather patterns. Some of these will impact water supply and demand. Climate science tells us three key trends will likely continue through mid-century:
1. Extreme rainfall is happening more often.
 2. Minnesota's climate is becoming warmer and wetter.
 3. Winter is warming 13 times faster than summer and there are fewer days of extreme cold.

These changes will likely impact public water supplies in several ways:

- a. Rivers & Streams: Rivers will see altered high and low flows and an increase in contamination due to flooding. Whatever the historic flood level has been in the past, anticipate it to be higher. Are water treatment facilities, water towers, and pumps flood proof/resilient? Are there industries upstream that may contaminate drinking water supplies during a flood? Are communications in place to notify the city of possible contamination and emergency flood preparations in place? If the city is not a member of MnWARN they may want to consider this voluntary option. Warmer winters may mean more ice, which often requires more salt treatment. Chloride contamination is becoming a concern in many areas of the state and may require additional water treatment.
- b. Lakes: Longer thermal stratification on lakes means that seasonal mixing may be eliminated in shallow water, resulting in fish kills. This may not affect the city directly. Thin ice may pose safety hazards to citizens and staff.

- c. Possible City Infrastructure Impact: direct damage from heavy rain, increased mold/moisture damage, safety and accessibility on ice or trails, damage to culverts and bridges.
- d. Invasive species have new advantages. Are zebra mussels a threat at your water or wastewater treatment facilities? If not, they may be in the future. Forest insect pests may migrate further north killing vast forested areas and increasing fire hazards.
- e. Warmer winter temperatures: The good news is this may mean fewer frozen water lines.
- f. Forests: Boreal species will face increasing hydrothermal stress. The heat stress is more than trees can tolerate and forest communities will change across the landscape and higher temperatures means more drying of vegetation. If geographically appropriate, is the water system prepared for a possible increase in forest fires?



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TO: Greg Drent, General Manager *GD*

FROM: Lon R. Schemel, Water Superintendent *LRS*

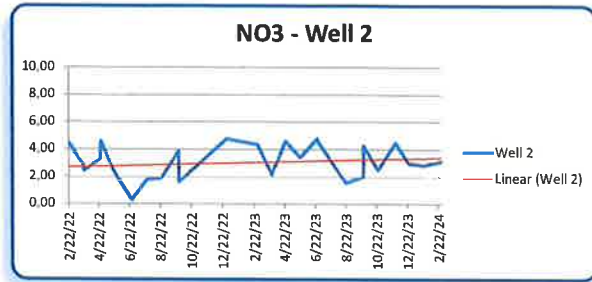
SUBJECT: Nitrate Results - Advisory

DATE: March 25, 2024

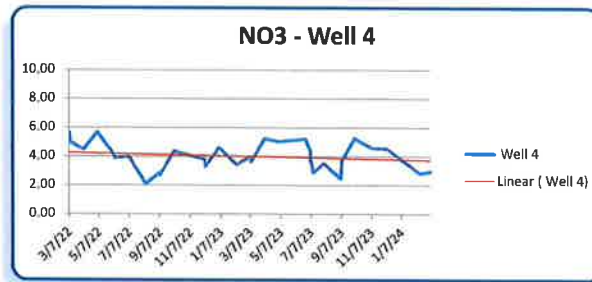
Attached are the latest nitrate test results for our production wells. The analyses provided are for the prior 2 years of data collected with trend graphs.

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

| Location | Sample Collected | Results Received | Results | Lab |
|----------|------------------|------------------|---------|------|
| 2 | 2/22/22 | 3/4/22 | 4.47 | MVTL |
| 2 | 3/21/22 | 4/8/22 | 3.00 | MDH |
| 2 | 3/23/22 | 4/6/22 | 2.48 | MVTL |
| 2 | 4/25/22 | 5/23/22 | 3.30 | MDH |
| 2 | 4/26/22 | 4/28/22 | 4.59 | MVTL |
| 2 | 5/24/22 | 6/6/22 | 2.27 | MVTL |
| 2 | 6/27/22 | 8/16/22 | 0.30 | MDH |
| 2 | 6/28/22 | 7/11/22 | 0.52 | MVTL |
| 2 | 7/26/22 | 8/4/22 | 1.78 | MVTL |
| 2 | 8/23/22 | 9/9/22 | 1.90 | MVTL |
| 2 | 9/26/22 | 10/25/22 | 3.90 | MDH |
| 2 | 9/27/22 | 10/10/22 | 1.66 | MVTL |
| 2 | 12/30/22 | 4/6/23 | 4.80 | MDH |
| 2 | 2/28/23 | 3/10/23 | 4.38 | MVTL |
| 2 | 3/28/23 | 4/4/23 | 2.18 | MVTL |
| 2 | 3/28/23 | 6/13/23 | 2.30 | MDH |
| 2 | 4/25/23 | 5/4/23 | 4.60 | MVTL |
| 2 | 5/23/23 | 6/7/23 | 3.44 | MVTL |
| 2 | 6/26/23 | 7/19/23 | 4.80 | MDH |
| 2 | 6/27/23 | 6/30/23 | 4.61 | MVTL |
| 2 | 8/22/23 | 10/4/23 | 1.55 | MVTL |
| 2 | 9/25/23 | 10/26/23 | 2.00 | MDH |
| 2 | 9/26/23 | 10/4/23 | 4.26 | MVTL |
| 2 | 10/24/23 | 10/26/23 | 2.51 | MVTL |
| 2 | 11/28/23 | 12/7/23 | 4.48 | MVTL |
| 2 | 12/26/23 | 12/27/23 | 2.96 | MVTL |
| 2 | 12/26/23 | 2/8/24 | 3.00 | MDH |
| 2 | 1/23/24 | 1/29/24 | 2.86 | MVTL |
| 2 | 2/27/24 | 2/29/24 | 3.15 | MVTL |

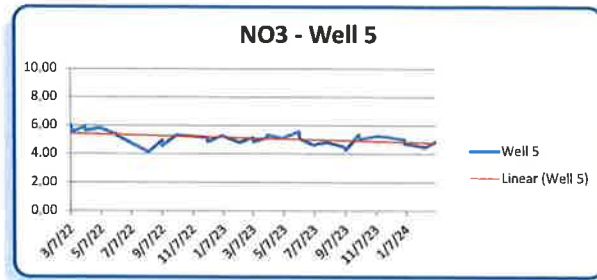


| | | | | |
|---|---------|----------|------|------|
| 4 | 3/7/22 | 4/6/22 | 5.60 | MDH |
| 4 | 3/8/22 | 3/14/22 | 4.99 | MVTL |
| 4 | 4/5/22 | 4/12/22 | 4.46 | MVTL |
| 4 | 5/3/22 | 5/12/22 | 5.67 | MVTL |
| 4 | 6/6/22 | 7/11/22 | 4.10 | MDH |
| 4 | 6/7/22 | 6/9/22 | 3.89 | MVTL |
| 4 | 7/5/22 | 7/18/22 | 3.98 | MVTL |
| 4 | 7/5/22 | 7/18/22 | 4.00 | MDH |
| 4 | 8/9/22 | 8/18/22 | 2.09 | MVTL |
| 4 | 9/6/22 | 9/19/22 | 2.87 | MVTL |
| 4 | 9/6/22 | 10/25/22 | 2.70 | MDH |
| 4 | 10/4/22 | 10/11/22 | 4.38 | MVTL |
| 4 | 12/5/22 | 2/9/23 | 3.80 | MDH |
| 4 | 12/6/22 | 12/8/22 | 3.30 | MVTL |
| 4 | 1/3/23 | 3/10/23 | 4.62 | MVTL |
| 4 | 2/7/23 | 3/10/23 | 3.43 | MVTL |
| 4 | 3/6/23 | 4/6/23 | 4.00 | MDH |
| 4 | 3/7/23 | 3/10/23 | 3.62 | MVTL |
| 4 | 4/4/23 | 4/6/23 | 5.23 | MVTL |
| 4 | 5/2/23 | 5/5/23 | 5.03 | MVTL |
| 4 | 6/26/23 | 9/27/23 | 5.20 | MDH |
| 4 | 7/5/23 | 7/19/23 | 4.35 | MVTL |
| 4 | 7/5/23 | 7/19/23 | 3.80 | MDH |
| 4 | 7/11/23 | 7/14/23 | 2.90 | MVTL |
| 4 | 8/1/23 | 8/7/23 | 3.51 | MVTL |
| 4 | 9/5/23 | 9/14/23 | 2.47 | MVTL |
| 4 | 9/6/23 | 10/26/23 | 3.70 | MDH |
| 4 | 10/3/23 | 10/12/23 | 5.26 | MVTL |
| 4 | 11/7/23 | 11/9/23 | 4.59 | MVTL |
| 4 | 12/5/23 | 12/7/23 | 4.52 | MVTL |
| 4 | 12/5/23 | 2/8/24 | 4.60 | MDH |
| 4 | 1/2/24 | 1/5/24 | 3.88 | MVTL |
| 4 | 2/13/24 | 2/22/24 | 2.82 | MVTL |
| 4 | 3/5/24 | 3/11/24 | 2.95 | MVTL |

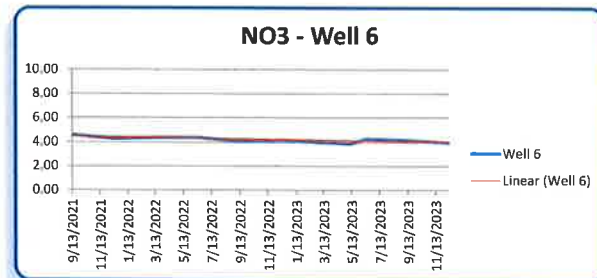


MVTL = Minnesota Valley Testing Laboratories
MDH = Minnesota Department of Health
TCWC = Twin City Water Clinic

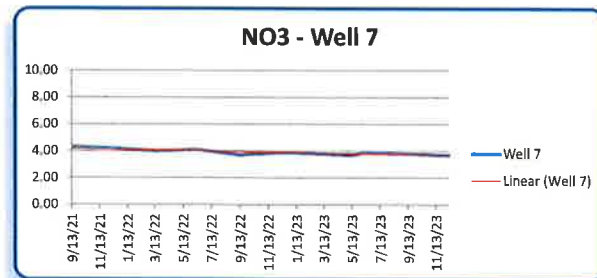
| Location | Sample Collected | Results Received | Results | Lab |
|----------|------------------|------------------|---------|------|
| 5 | 3/7/22 | 4/6/22 | 6.00 | MDH |
| 5 | 3/8/22 | 3/14/22 | 5.58 | MVTL |
| 5 | 4/4/22 | 5/12/22 | 5.90 | MDH |
| 5 | 4/5/22 | 4/12/22 | 5.66 | MVTL |
| 5 | 5/3/22 | 5/12/22 | 5.83 | MVTL |
| 5 | 6/6/22 | 7/11/22 | 5.40 | MDH |
| 5 | 6/7/22 | 6/9/22 | 5.30 | MVTL |
| 5 | 8/9/22 | 8/18/22 | 4.18 | MVTL |
| 5 | 9/6/22 | 9/19/22 | 4.98 | MVTL |
| 5 | 9/6/22 | 10/25/22 | 4.60 | MDH |
| 5 | 10/4/22 | 10/11/22 | 5.35 | MVTL |
| 5 | 12/5/22 | 2/9/23 | 5.20 | MDH |
| 5 | 12/6/22 | 12/8/22 | 4.89 | MVTL |
| 5 | 1/3/23 | 3/10/23 | 5.32 | MVTL |
| 5 | 2/7/23 | 3/10/23 | 4.85 | MVTL |
| 5 | 3/6/23 | 4/6/23 | 5.20 | MDH |
| 5 | 3/7/23 | 3/10/23 | 4.92 | MVTL |
| 5 | 4/3/23 | 5/16/23 | 5.20 | MDH |
| 5 | 4/4/23 | 4/6/23 | 5.37 | MVTL |
| 5 | 5/2/23 | 5/5/23 | 5.15 | MVTL |
| 5 | 6/5/23 | 7/19/23 | 5.60 | MDH |
| 5 | 6/6/23 | 6/12/23 | 5.13 | MVTL |
| 5 | 7/5/23 | 7/19/23 | 4.67 | MVTL |
| 5 | 7/11/23 | 7/14/23 | 4.75 | MVTL |
| 5 | 8/1/23 | 8/7/23 | 4.87 | MVTL |
| 5 | 9/5/23 | 9/14/23 | 4.50 | MVTL |
| 5 | 9/6/23 | 10/26/23 | 4.30 | MDH |
| 5 | 10/2/23 | 11/2/23 | 5.40 | MDH |
| 5 | 10/3/23 | 10/12/23 | 5.08 | MVTL |
| 5 | 11/7/23 | 11/9/23 | 5.30 | MVTL |
| 5 | 12/5/23 | 12/7/23 | 5.22 | MVTL |
| 5 | 12/5/23 | 2/8/24 | 5.20 | MDH |
| 5 | 1/2/24 | 1/5/24 | 5.06 | MVTL |
| 5 | 1/2/24 | 2/8/24 | 4.80 | MDH |
| 5 | 2/13/24 | 2/22/24 | 4.53 | MVTL |
| 5 | 3/5/24 | 3/11/24 | 4.89 | MVTL |



| | | | | |
|---|------------|----------|------|------|
| 6 | 9/13/2021 | 9/29/21 | 4.60 | MDH |
| 6 | 12/13/2021 | 1/31/22 | 4.30 | MDH |
| 6 | 3/14/2022 | 4/6/22 | 4.40 | MDH |
| 6 | 6/13/2022 | 7/11/22 | 4.40 | MDH |
| 6 | 9/12/2022 | 10/25/22 | 4.10 | MDH |
| 6 | 12/12/2022 | 2/9/23 | 4.20 | MDH |
| 6 | 3/13/2023 | 4/6/23 | 4.00 | MDH |
| 6 | 5/9/2023 | 5/16/23 | 3.90 | MVTL |
| 6 | 6/12/2023 | 7/19/23 | 4.30 | MDH |
| 6 | 9/11/2023 | 10/26/23 | 4.20 | MDH |
| 6 | 12/11/2023 | 2/8/24 | 4.00 | MDH |

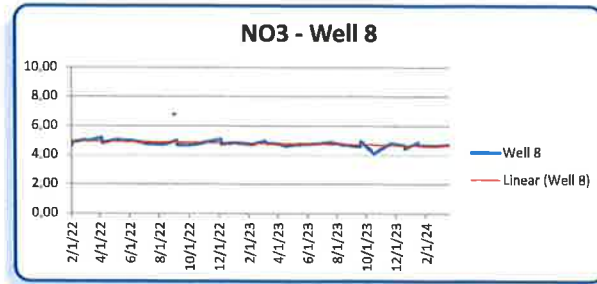


| | | | | |
|---|----------|----------|------|------|
| 7 | 9/13/21 | 9/29/21 | 4.30 | MDH |
| 7 | 12/13/21 | 1/31/22 | 4.20 | MDH |
| 7 | 3/14/22 | 4/6/22 | 4.00 | MDH |
| 7 | 6/13/22 | 7/11/22 | 4.10 | MDH |
| 7 | 9/12/22 | 10/25/22 | 3.70 | MDH |
| 7 | 12/12/22 | 2/9/23 | 3.90 | MDH |
| 7 | 3/13/23 | 4/6/23 | 3.80 | MDH |
| 7 | 5/9/23 | 5/16/23 | 3.70 | MVTL |
| 7 | 6/12/23 | 7/19/23 | 3.90 | MDH |
| 7 | 9/11/23 | 10/26/23 | 3.80 | MDH |
| 7 | 12/11/23 | 2/8/24 | 3.70 | MDH |

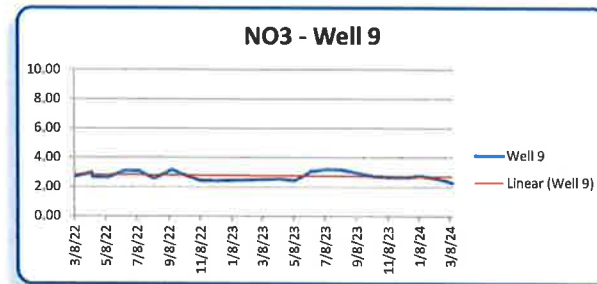


MVTL = Minnesota Valley Testing Laboratories
MDH = Minnesota Department of Health
TCWC = Twin City Water Clinic

| Location | Sample Collected | Results Received | Results | Lab |
|----------|------------------|------------------|---------|------|
| 8 | 2/1/22 | 2/28/22 | 4.87 | MVTL |
| 8 | 2/1/22 | 3/14/22 | 4.90 | MDH |
| 8 | 3/1/22 | 3/8/22 | 5.05 | MVTL |
| 8 | 3/8/22 | 4/6/22 | 5.00 | MDH |
| 8 | 4/4/22 | 5/12/22 | 5.20 | MDH |
| 8 | 4/5/22 | 4/12/22 | 4.85 | MVTL |
| 8 | 5/3/22 | 5/12/22 | 5.06 | MVTL |
| 8 | 6/8/22 | 7/11/22 | 5.00 | MDH |
| 8 | 6/7/22 | 6/9/22 | 4.99 | MVTL |
| 8 | 7/5/22 | 7/18/22 | 4.80 | MVTL |
| 8 | 7/5/22 | 11/8/22 | 4.80 | MDH |
| 8 | 8/9/22 | 8/18/22 | 4.74 | MVTL |
| 8 | 9/6/22 | 9/19/22 | 5.02 | MVTL |
| 8 | 9/6/22 | 10/25/22 | 4.70 | MDH |
| 8 | 10/4/22 | 10/11/22 | 4.69 | MVTL |
| 8 | 12/5/22 | 2/9/23 | 5.10 | MDH |
| 8 | 12/6/22 | 12/8/22 | 4.79 | MVTL |
| 8 | 1/3/23 | 3/10/23 | 4.86 | MVTL |
| 8 | 2/7/23 | 3/10/23 | 4.76 | MVTL |
| 8 | 3/6/23 | 4/6/23 | 5.00 | MDH |
| 8 | 3/7/23 | 3/10/23 | 4.85 | MVTL |
| 8 | 4/3/23 | 5/16/23 | 4.80 | MDH |
| 8 | 4/18/23 | 5/4/23 | 4.63 | MVTL |
| 8 | 5/16/23 | 5/25/23 | 4.76 | MVTL |
| 8 | 6/21/23 | 9/27/23 | 4.80 | MDH |
| 8 | 7/18/23 | 7/20/23 | 4.90 | MVTL |
| 8 | 8/15/23 | 8/16/23 | 4.74 | MVTL |
| 8 | 9/18/23 | 10/26/23 | 4.60 | MDH |
| 8 | 9/19/23 | 9/27/23 | 4.96 | MVTL |
| 8 | 10/17/23 | 10/26/23 | 4.14 | MVTL |
| 8 | 11/21/23 | 12/7/23 | 4.84 | MVTL |
| 8 | 12/18/23 | 2/8/24 | 4.70 | MDH |
| 8 | 12/19/23 | 12/21/23 | 4.47 | MVTL |
| 8 | 1/16/24 | 1/24/24 | 4.89 | MVTL |
| 8 | 1/16/24 | 2/8/24 | 4.70 | MDH |
| 8 | 2/20/24 | 2/22/24 | 4.65 | MVTL |
| 8 | 3/19/24 | 3/25/24 | 4.72 | MVTL |



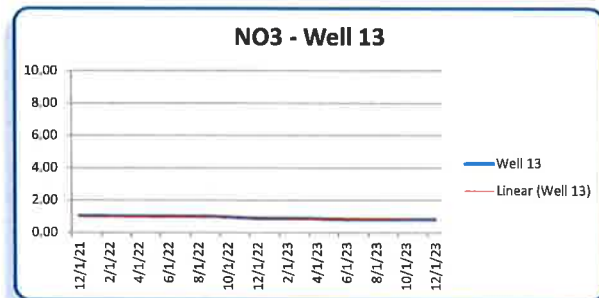
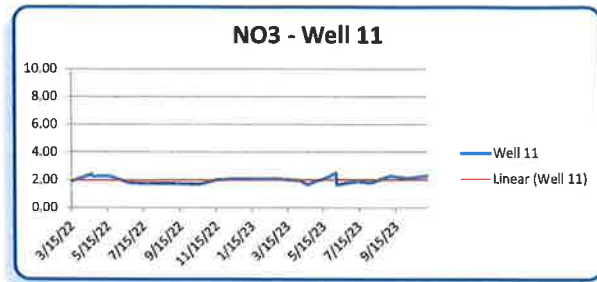
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|---|----------|----------|------|------|
| 9 | 3/8/22 | 3/14/22 | 2.74 | MVTL |
| 9 | 4/11/22 | 4/26/22 | 3.00 | MDH |
| 9 | 4/12/22 | 4/22/22 | 2.72 | MVTL |
| 9 | 5/10/22 | 5/18/22 | 2.67 | MVTL |
| 9 | 6/14/22 | 6/23/22 | 3.10 | MVTL |
| 9 | 7/12/22 | 7/27/22 | 3.08 | MVTL |
| 9 | 8/9/22 | 8/18/22 | 2.60 | MVTL |
| 9 | 9/13/22 | 9/21/22 | 3.16 | MVTL |
| 9 | 11/8/22 | 11/10/22 | 2.44 | MVTL |
| 9 | 12/13/22 | 12/14/22 | 2.43 | MVTL |
| 9 | 2/14/23 | 2/16/23 | 2.49 | MVTL |
| 9 | 4/11/23 | 10/4/23 | 2.57 | MVTL |
| 9 | 5/9/23 | 5/16/23 | 2.44 | MVTL |
| 9 | 6/12/23 | 7/19/23 | 3.10 | MDH |
| 9 | 6/15/23 | 6/22/23 | 3.07 | MVTL |
| 9 | 7/11/23 | 7/14/23 | 3.21 | MVTL |
| 9 | 8/8/23 | 8/10/23 | 3.16 | MVTL |
| 9 | 10/10/23 | 10/12/23 | 2.76 | MVTL |
| 9 | 11/14/23 | 11/20/23 | 2.70 | MVTL |
| 9 | 12/12/23 | 12/13/23 | 2.68 | MVTL |
| 9 | 1/9/24 | 1/24/24 | 2.79 | MVTL |
| 9 | 2/13/24 | 2/22/24 | 2.58 | MVTL |
| 9 | 3/12/24 | 3/14/24 | 2.29 | MVTL |



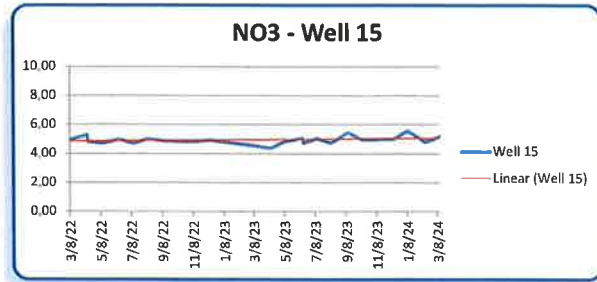
| | | | | |
|----|----------|----------|--------|------|
| 10 | 4/17/12 | 4/20/12 | < 1.00 | TCWC |
| 10 | 1/21/14 | 1/29/14 | < 1.00 | TCWC |
| 10 | 3/25/14 | 4/1/14 | 3.61 | MVTL |
| 10 | 4/23/14 | 5/7/14 | < 0.20 | MVTL |
| 10 | 4/23/14 | 6/18/14 | < 0.05 | MDH |
| 10 | 6/16/15 | 6/26/15 | < 0.05 | MVTL |
| 10 | 4/11/17 | 4/17/17 | < 0.05 | MVTL |
| 10 | 1/8/19 | 1/14/19 | < 0.05 | MVTL |
| 10 | 7/9/19 | 7/24/19 | < 0.05 | MVTL |
| 10 | 10/12/21 | 10/20/21 | < 0.05 | MVTL |
| 10 | 5/9/23 | 5/16/23 | < 0.05 | MVTL |

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

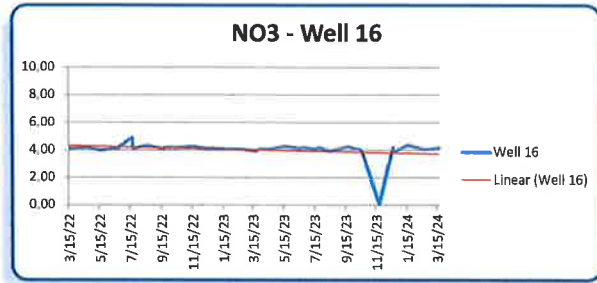
| Location | Sample Collected | Results Received | Results | Lab |
|----------|------------------|------------------|---------|------|
| 11 | 3/15/22 | 3/17/22 | 1.92 | MVTL |
| 11 | 4/18/22 | 5/12/22 | 2.40 | MDH |
| 11 | 4/19/22 | 4/28/22 | 2.25 | MVTL |
| 11 | 5/17/22 | 5/27/22 | 2.28 | MVTL |
| 11 | 6/21/22 | 6/23/22 | 1.82 | MVTL |
| 11 | 7/19/22 | 7/28/22 | 1.75 | MVTL |
| 11 | 8/16/22 | 8/30/22 | 1.78 | MVTL |
| 11 | 9/20/22 | 9/29/22 | 1.74 | MVTL |
| 11 | 10/18/22 | 10/21/22 | 1.71 | MVTL |
| 11 | 11/15/22 | 12/21/22 | 2.04 | MVTL |
| 11 | 12/20/22 | 12/21/22 | 2.10 | MVTL |
| 11 | 1/24/23 | 3/10/23 | 2.08 | MVTL |
| 11 | 2/21/23 | 2/28/23 | 2.11 | MVTL |
| 11 | 4/4/23 | 4/6/23 | 1.98 | MVTL |
| 11 | 4/18/23 | 5/4/23 | 1.68 | MVTL |
| 11 | 5/2/23 | 5/5/23 | 1.96 | MVTL |
| 11 | 5/16/23 | 5/25/23 | 2.09 | MVTL |
| 11 | 6/5/23 | 7/19/23 | 2.50 | MDH |
| 11 | 6/6/23 | 6/12/23 | 1.68 | MVTL |
| 11 | 7/11/23 | 7/14/23 | 1.95 | MVTL |
| 11 | 8/1/23 | 8/7/23 | 1.82 | MVTL |
| 11 | 9/5/23 | 9/14/23 | 2.30 | MVTL |
| 11 | 10/3/23 | 10/12/23 | 2.14 | MVTL |
| 11 | 11/7/23 | 11/9/23 | 2.33 | MVTL |
| | | | | |
| 12 | 12/8/20 | 12/28/20 | 0.69 | MVTL |
| 12 | 3/9/21 | 3/23/21 | 0.60 | MVTL |
| 12 | 6/1/21 | 6/7/21 | 0.57 | MVTL |
| 12 | 9/14/21 | 9/29/21 | 0.59 | MVTL |
| 12 | 12/14/21 | 12/27/21 | 0.50 | MVTL |
| 12 | 3/23/22 | 4/6/22 | 0.48 | MVTL |
| 12 | 6/14/22 | 6/23/22 | 0.49 | MVTL |
| 12 | 9/13/22 | 9/21/22 | 0.46 | MVTL |
| 12 | 12/13/22 | 12/14/22 | 0.46 | MVTL |
| | | | | |
| 13 | 12/7/21 | 12/15/21 | 1.03 | MVTL |
| 13 | 9/6/22 | 9/19/22 | 1.00 | MVTL |
| 13 | 12/6/22 | 12/8/22 | 0.89 | MVTL |
| 13 | 3/7/23 | 3/10/23 | 0.89 | MVTL |
| 13 | 6/6/23 | 6/12/23 | 0.83 | MVTL |
| 13 | 12/5/23 | 12/7/23 | 0.83 | MVTL |
| 13 | 3/5/24 | 3/11/24 | 0.86 | MVTL |
| | | | | |
| 14 | 4/23/14 | 6/16/14 | < 0.05 | MDH |
| 14 | 4/11/17 | 4/17/17 | < 0.05 | MVTL |
| 14 | 9/5/17 | 9/26/17 | < 0.05 | MVTL |
| 14 | 12/5/17 | 12/22/17 | < 0.05 | MVTL |
| 14 | 3/6/18 | 3/26/18 | < 0.05 | MVTL |
| 14 | 6/5/18 | 6/14/18 | < 0.05 | MVTL |



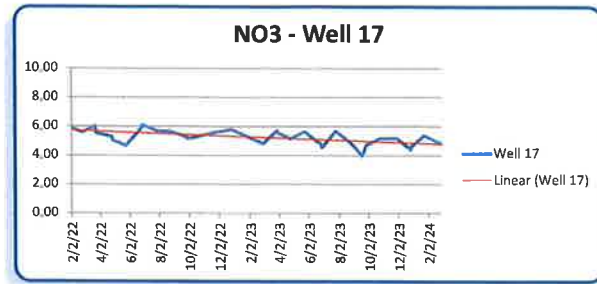
| Location | Sample Collected | Results Received | Results | Lab |
|----------|------------------|------------------|---------|------|
| 15 | 3/8/22 | 3/14/22 | 5.00 | MVTL |
| 15 | 4/11/22 | 4/26/22 | 5.30 | MDH |
| 15 | 4/12/22 | 4/22/22 | 4.88 | MVTL |
| 15 | 5/10/22 | 5/18/22 | 4.76 | MVTL |
| 15 | 6/14/22 | 6/23/22 | 5.01 | MVTL |
| 15 | 7/12/22 | 7/27/22 | 4.76 | MVTL |
| 15 | 8/9/22 | 8/18/22 | 5.05 | MVTL |
| 15 | 9/13/22 | 9/21/22 | 4.92 | MVTL |
| 15 | 11/8/22 | 11/10/22 | 4.86 | MVTL |
| 15 | 12/13/22 | 12/14/22 | 4.96 | MVTL |
| 15 | 4/11/23 | 10/4/23 | 4.43 | MVTL |
| 15 | 5/9/23 | 5/16/23 | 4.88 | MVTL |
| 15 | 6/12/23 | 7/19/23 | 5.10 | MDH |
| 15 | 6/15/23 | 6/22/23 | 4.77 | MVTL |
| 15 | 7/11/23 | 7/14/23 | 5.07 | MVTL |
| 15 | 8/8/23 | 8/10/23 | 4.77 | MVTL |
| 15 | 9/12/23 | 9/14/23 | 5.47 | MVTL |
| 15 | 10/10/23 | 10/12/23 | 5.00 | MVTL |
| 15 | 11/14/23 | 11/20/23 | 5.03 | MVTL |
| 15 | 12/12/23 | 12/13/23 | 5.04 | MVTL |
| 15 | 1/9/24 | 1/24/24 | 5.56 | MVTL |
| 15 | 2/13/24 | 2/22/24 | 4.84 | MVTL |
| 15 | 3/12/24 | 3/14/24 | 5.19 | MVTL |



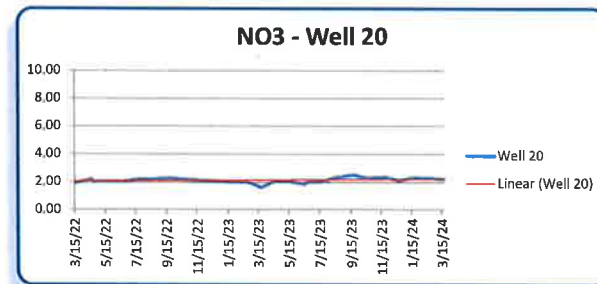
| | | | | |
|----|----------|----------|------|------|
| 16 | 3/15/22 | 3/17/22 | 4.07 | MVTL |
| 16 | 3/15/22 | 4/6/22 | 4.10 | MDH |
| 16 | 4/19/22 | 4/28/22 | 4.19 | MVTL |
| 16 | 5/17/22 | 5/27/22 | 3.97 | MVTL |
| 16 | 6/21/22 | 6/23/22 | 4.17 | MVTL |
| 16 | 6/21/22 | 7/11/22 | 4.20 | MDH |
| 16 | 7/18/22 | 8/16/22 | 4.90 | MDH |
| 16 | 7/19/22 | 7/28/22 | 4.13 | MVTL |
| 16 | 8/16/22 | 8/30/22 | 4.33 | MVTL |
| 16 | 9/19/22 | 10/25/22 | 4.10 | MDH |
| 16 | 9/20/22 | 9/29/22 | 4.19 | MVTL |
| 16 | 10/18/22 | 10/21/22 | 4.19 | MVTL |
| 16 | 11/15/22 | 12/21/22 | 4.28 | MVTL |
| 16 | 12/19/22 | 4/6/23 | 4.10 | MDH |
| 16 | 12/20/22 | 12/21/22 | 4.15 | MVTL |
| 16 | 1/24/23 | 3/10/23 | 4.10 | MVTL |
| 16 | 2/21/23 | 2/28/23 | 4.08 | MVTL |
| 16 | 3/21/23 | 3/29/23 | 3.95 | MVTL |
| 16 | 3/28/23 | 6/13/23 | 4.10 | MDH |
| 16 | 4/18/23 | 5/4/23 | 4.09 | MVTL |
| 16 | 5/16/23 | 5/25/23 | 4.28 | MVTL |
| 16 | 6/15/23 | 6/22/23 | 4.14 | MVTL |
| 16 | 6/21/23 | 9/27/23 | 4.20 | MDH |
| 16 | 7/18/23 | 7/20/23 | 4.10 | MVTL |
| 16 | 7/24/23 | 8/10/23 | 4.20 | MDH |
| 16 | 8/15/23 | 8/16/23 | 3.92 | MVTL |
| 16 | 9/19/23 | 9/27/23 | 4.26 | MVTL |
| 16 | 10/17/23 | 10/26/23 | 4.01 | MVTL |
| 16 | 11/21/23 | 12/7/23 | 0.05 | MVTL |
| 16 | 12/18/23 | 2/8/24 | 4.20 | MDH |
| 16 | 12/19/23 | 12/21/23 | 3.86 | MVTL |
| 16 | 1/16/24 | 1/24/24 | 4.37 | MVTL |
| 16 | 2/20/24 | 2/22/24 | 4.05 | MVTL |
| 16 | 3/19/24 | 3/25/24 | 4.18 | MVTL |



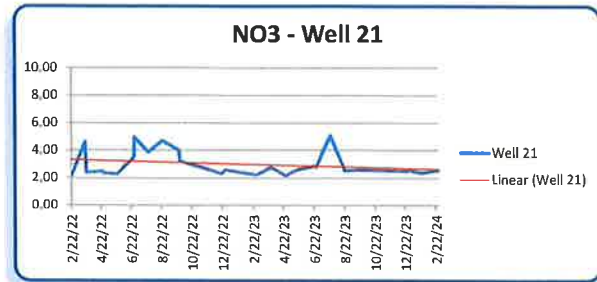
| Location | Sample Collected | Results Received | Results | Lab |
|----------|------------------|------------------|---------|------|
| 17 | 2/2/22 | 4/25/22 | 5.90 | MDH |
| 17 | 2/2/22 | 3/4/22 | 5.62 | MVTL |
| 17 | 3/21/22 | 4/6/22 | 6.00 | MDH |
| 17 | 3/23/22 | 4/6/22 | 5.56 | MVTL |
| 17 | 4/25/22 | 6/2/22 | 5.30 | MDH |
| 17 | 4/26/22 | 4/28/22 | 5.05 | MVTL |
| 17 | 5/24/22 | 6/6/22 | 4.70 | MVTL |
| 17 | 6/27/22 | 8/16/22 | 6.00 | MDH |
| 17 | 6/28/22 | 7/11/22 | 6.09 | MVTL |
| 17 | 7/26/22 | 8/4/22 | 5.71 | MVTL |
| 17 | 8/23/22 | 9/9/22 | 5.67 | MVTL |
| 17 | 9/26/22 | 10/25/22 | 5.30 | MDH |
| 17 | 9/27/22 | 10/10/22 | 5.16 | MVTL |
| 17 | 11/22/22 | 3/10/23 | 5.60 | MDH |
| 17 | 12/27/22 | 2/24/23 | 5.81 | MVTL |
| 17 | 12/27/22 | 4/8/23 | 5.80 | MDH |
| 17 | 2/28/23 | 3/10/23 | 4.82 | MVTL |
| 17 | 3/28/23 | 4/4/23 | 5.74 | MVTL |
| 17 | 3/28/23 | 6/13/23 | 5.60 | MDH |
| 17 | 4/24/23 | 5/25/23 | 5.20 | MDH |
| 17 | 4/25/23 | 5/4/23 | 5.18 | MVTL |
| 17 | 5/23/23 | 6/7/23 | 5.65 | MVTL |
| 17 | 6/26/23 | 9/27/23 | 4.80 | MDH |
| 17 | 6/27/23 | 6/30/23 | 4.55 | MVTL |
| 17 | 7/25/23 | 7/31/23 | 5.69 | MVTL |
| 17 | 8/22/23 | 10/4/23 | 4.98 | MVTL |
| 17 | 9/18/23 | 10/26/23 | 4.00 | MDH |
| 17 | 9/25/23 | 10/26/23 | 4.70 | MDH |
| 17 | 9/26/23 | 10/4/23 | 4.74 | MVTL |
| 17 | 10/24/23 | 10/26/23 | 5.20 | MVTL |
| 17 | 11/28/23 | 12/7/23 | 5.20 | MVTL |
| 17 | 12/26/23 | 12/27/23 | 4.42 | MVTL |
| 17 | 12/26/23 | 2/8/24 | 4.60 | MDH |
| 17 | 1/23/24 | 1/29/24 | 5.40 | MVTL |
| 17 | 2/27/24 | 2/29/24 | 4.85 | MVTL |



| | | | | |
|----|----------|----------|------|------|
| 20 | 3/15/22 | 3/17/22 | 1.93 | MVTL |
| 20 | 4/18/22 | 5/12/22 | 2.20 | MDH |
| 20 | 4/19/22 | 4/28/22 | 2.05 | MVTL |
| 20 | 5/17/22 | 5/27/22 | 2.05 | MVTL |
| 20 | 6/21/22 | 6/23/22 | 2.05 | MVTL |
| 20 | 7/19/22 | 7/28/22 | 2.20 | MVTL |
| 20 | 8/16/22 | 8/30/22 | 2.20 | MVTL |
| 20 | 9/20/22 | 9/29/22 | 2.28 | MVTL |
| 20 | 10/18/22 | 10/21/22 | 2.20 | MVTL |
| 20 | 1/24/23 | 3/10/23 | 2.01 | MVTL |
| 20 | 2/21/23 | 2/28/23 | 2.01 | MVTL |
| 20 | 3/21/23 | 3/29/23 | 1.82 | MVTL |
| 20 | 4/18/23 | 5/4/23 | 2.08 | MVTL |
| 20 | 5/16/23 | 5/25/23 | 2.05 | MVTL |
| 20 | 6/15/23 | 6/22/23 | 1.86 | MVTL |
| 20 | 6/21/23 | 7/19/23 | 2.00 | MDH |
| 20 | 7/18/23 | 7/20/23 | 2.03 | MVTL |
| 20 | 8/15/23 | 8/16/23 | 2.34 | MVTL |
| 20 | 9/19/23 | 9/27/23 | 2.49 | MVTL |
| 20 | 10/17/23 | 10/26/23 | 2.30 | MVTL |
| 20 | 11/21/23 | 12/7/23 | 2.37 | MVTL |
| 20 | 12/19/23 | 12/21/23 | 2.12 | MVTL |
| 20 | 1/16/24 | 1/24/24 | 2.33 | MVTL |
| 20 | 2/20/24 | 2/22/24 | 2.29 | MVTL |
| 20 | 3/19/24 | 3/25/24 | 2.23 | MVTL |

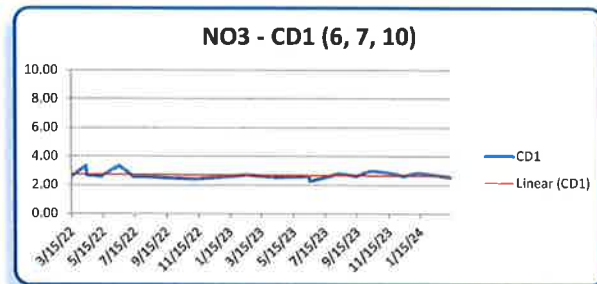


| Location | Sample Collected | Results Received | Results | Lab |
|----------|------------------|------------------|---------|------|
| 21 | 2/22/22 | 3/4/22 | 2.20 | MVTL |
| 21 | 3/21/22 | 4/6/22 | 4.60 | MDH |
| 21 | 3/23/22 | 4/6/22 | 2.40 | MVTL |
| 21 | 4/25/22 | 5/23/22 | 2.50 | MDH |
| 21 | 4/26/22 | 4/28/22 | 2.36 | MVTL |
| 21 | 5/24/22 | 6/6/22 | 2.30 | MVTL |
| 21 | 6/27/22 | 8/16/22 | 3.50 | MDH |
| 21 | 6/28/22 | 7/11/22 | 4.97 | MVTL |
| 21 | 7/26/22 | 8/4/22 | 3.87 | MVTL |
| 21 | 8/23/22 | 9/9/22 | 4.70 | MVTL |
| 21 | 9/26/22 | 10/25/22 | 4.00 | MDH |
| 21 | 9/27/22 | 10/6/22 | 3.24 | MVTL |
| 21 | 12/20/22 | 12/21/22 | 2.34 | MVTL |
| 21 | 12/27/22 | 4/6/23 | 2.60 | MDH |
| 21 | 2/28/23 | 3/10/23 | 2.23 | MVTL |
| 21 | 3/28/23 | 4/4/23 | 2.78 | MVTL |
| 21 | 3/28/23 | 6/13/23 | 2.80 | MDH |
| 21 | 4/25/23 | 5/4/23 | 2.19 | MVTL |
| 21 | 5/23/23 | 6/7/23 | 2.66 | MVTL |
| 21 | 6/26/23 | 7/19/23 | 2.90 | MDH |
| 21 | 6/26/23 | 9/27/23 | 2.80 | MDH |
| 21 | 6/27/23 | 6/30/23 | 2.91 | MVTL |
| 21 | 7/25/23 | 7/31/23 | 5.09 | MVTL |
| 21 | 8/22/23 | 10/3/23 | 2.53 | MVTL |
| 21 | 9/25/23 | 10/26/23 | 2.60 | MDH |
| 21 | 9/26/23 | 10/3/23 | 2.60 | MVTL |
| 21 | 12/26/23 | 12/27/23 | 2.50 | MVTL |
| 21 | 12/26/23 | 2/8/24 | 2.60 | MDH |
| 21 | 1/23/24 | 1/29/24 | 2.38 | MVTL |
| 21 | 2/27/24 | 2/29/24 | 2.57 | MVTL |



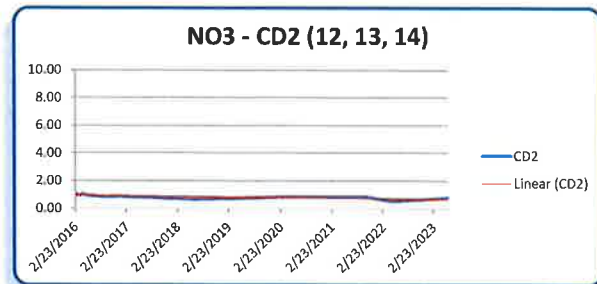
Combined Discharge - Wells 6-7-10

| | | | | |
|------|----------|----------|------|------|
| CD 1 | 3/15/22 | 3/17/22 | 2.63 | MVTL |
| CD 1 | 4/11/22 | 4/26/22 | 3.30 | MDH |
| CD 1 | 4/12/22 | 4/22/22 | 2.69 | MVTL |
| CD 1 | 5/10/22 | 5/18/22 | 2.60 | MVTL |
| CD 1 | 6/14/22 | 6/23/22 | 3.33 | MVTL |
| CD 1 | 7/12/22 | 7/27/22 | 2.57 | MVTL |
| CD 1 | 8/9/22 | 8/18/22 | 2.57 | MVTL |
| CD 1 | 9/13/22 | 9/21/22 | 2.49 | MVTL |
| CD 1 | 11/8/22 | 11/10/22 | 2.42 | MVTL |
| CD 1 | 12/13/22 | 12/14/22 | 2.50 | MVTL |
| CD 1 | 2/14/23 | 2/16/23 | 2.70 | MVTL |
| CD 1 | 4/11/23 | 10/4/23 | 2.54 | MVTL |
| CD 1 | 6/12/23 | 7/19/23 | 2.60 | MDH |
| CD 1 | 6/15/23 | 6/22/23 | 2.26 | MVTL |
| CD 1 | 7/11/23 | 7/14/23 | 2.51 | MVTL |
| CD 1 | 8/8/23 | 8/10/23 | 2.78 | MVTL |
| CD 1 | 9/12/23 | 9/14/23 | 2.62 | MVTL |
| CD 1 | 10/10/23 | 10/12/23 | 2.97 | MVTL |
| CD 1 | 11/14/23 | 11/20/23 | 2.83 | MVTL |
| CD 1 | 12/12/23 | 12/13/23 | 2.62 | MVTL |
| CD 1 | 1/9/24 | 1/24/24 | 2.83 | MVTL |
| CD 1 | 3/12/24 | 3/14/24 | 2.54 | MVTL |



Combined Discharge - Wells 12-13-14

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






Proposed As Consent Item

3g

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

To: SPU Commissioners

From: Greg Drent, General Manager 

Date: March 22, 2024

Subject: MMPA March 2024 Meeting Update

The Board of Directors of the Minnesota Municipal Power Agency (MMPA) met on March 19, 2024, at Chaska City Hall in Chaska, Minnesota and via videoconference.

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



Customer penetration for the residential Clean Energy Choice program increased to 5.4%. There was an increase of 28 customers participating in the residential Clean Energy Choice program from January to February.

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

The Agency implemented a Board member energy learning platform.



**SHAKOPEE PUBLIC UTILITIES
MEMORANDUM**

TO: Greg Drent, General Manager 
FROM: Joseph D. Adams, Planning & Engineering Director 
SUBJECT: Resolution #2024-12 A Resolution Approving Shakopee Public Utilities
Commission's Cogeneration and Small Power Production Tariff
DATE: March 28, 2024

ISSUE

Per state statute, the Commission shall annually adopt this resolution updating the tariff.

BACKGROUND

Staff is asking the Commission to rescind the recently adopted annual resolution (Resolution 2024-11) due to two reasons and adopt a replacement resolution.

DISCUSSION

The first reason is we must correct data in Schedule 1, listing SPU's Average Retail Rate for each customer class. The previous resolution had rates that relied on data pulled prior to yearend entries being completed. Typically, there aren't any changes required before these rates are calculated but the one time conversion to NISC software created additional entries this year.

The second reason is we should also list SPU's avoided cost so customers know what their compensation would be should their Qualifying Facility not be eligible (over 40 kW) for compensation at SPU's Average Retail Rate. SPU currently has one such customer and this information was omitted due to reformatting of the schedules.

REQUESTED ACTION

Staff requests the Commission adopt Resolution #2024-12.

RESOLUTION #2024-12

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, 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 its wholesale supplier. 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, 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 Resolution #2024-11 is hereby rescinded, and 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 1st day of April 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) | <u>\$ 2,085,171.00</u> |
| NET REVENUES | \$ 19,923,428.39 |
| TOTAL KWH SALES | <u>\$ 143,179,595</u> |
| AVERAGE RETAIL ENERGY RATE | \$ 0.1391 |

| | |
|--|----------------------|
| COMMERCIAL | |
| TOTAL REVENUES | \$ 2,493,824.18 |
| LESS UNDERGROUND RELOCATION FEES | \$ 4,265.61 |
| LESS WATER DIVISION ELECTRIC FOR PUMPING | \$ 325,982.00 |
| LESS FIXED REVENUES (CUSTOMER CHARGE) | <u>\$ 236,299.00</u> |
| NET REVENUES | \$ 1,927,277.57 |
| TOTAL KWH SALES | <u>\$ 14,200,938</u> |
| AVERAGE RETAIL ENERGY RATE | \$ 0.1357 |

| | |
|---------------------------------------|------------------------|
| 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 | <u>\$ 7,877,536.35</u> |
| NET REVENUES | \$ 27,046,870.36 |
| TOTAL KWH SALES | <u>\$ 285,491,698</u> |
| AVERAGE RETAIL ENERGY RATE | \$ 0.0947 |

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.

“Net Avoided Costs for Shakopee Public Utilities” are as follows:

| | <u>Energy (\$/kWh)</u> | <u>Capacity (\$/kWh)</u> | <u>REC (\$/kWh)</u> |
|----------------------------------|------------------------|--------------------------|---------------------|
| Summer Months (June-Sept) | | | |
| On Peak | \$0.0543 | \$0.0000 | \$0.0000 |
| Off Peak | \$0.0343 | \$0.0000 | \$0.0000 |
| All Hours | \$0.0434 | \$0.0000 | \$0.0000 |
| Winter Months (Oct-May) | | | |
| On Peak | \$0.0438 | \$0.0000 | \$0.0000 |
| Off Peak | \$0.0350 | \$0.0000 | \$0.0000 |
| All Hours | \$0.0392 | \$0.0000 | \$0.0000 |
| Annual (January-December) | \$0.0406 | \$0.0000 | \$0.0000 |

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.

**SHAKOPEE PUBLIC UTILITIES
MEMORANDUM**

TO: Greg Drent, General Manager 

FROM: Joseph D. Adams, Planning & Engineering Director 

SUBJECT: Utility Facilities Easement Agreement for Pumphouse #23

DATE: March 27, 2024

ISSUE

The City of Shakopee is now requiring all new developments to enter into a Utility Facilities Easement Agreement to ensure that the privately owned utility facilities on the development's property are maintained.

BACKGROUND

The new pumphouse #23 being constructed on the same parcel as water tower #8 in the La Tour Terrace plat construction contract has been awarded and we are waiting for the building permit to be released. One of the conditions is to enter into a Utility Facilities Easement Agreement with the City of Shakopee for the private storm water facilities to serve the property.

DISCUSSION

The City has an interest in ensuring that the private utility facilities located on private property are maintained so they function as designed and approved by the City. In those atypical situations where the property owner does not maintain their private utility facilities, the agreement provides the City the legal right to enter the property and take appropriate actions to protect the City's interests and their public facilities.

Staff worked with City staff to clarify that this agreement only applies to the private (SPU) storm water sewer facilities and not to the public (SPU) water facilities. All the water facilities on site, including the water tower itself, the water main connecting the tower to the distribution system and all future water supply wells are public and the responsibility of SPU.



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It is highly unlikely that the City would have to ever invoke their rights on the Utilities Commission's properties, but the City wants to treat all developments the same moving forward.

REQUESTED ACTION

Staff requests the Commission approve the Utility Facilities Easement Agreement and authorize its execution by the Commission President and General Manager.

UTILITY FACILITIES EASEMENT AGREEMENT

THIS UTILITY FACILITIES EASEMENT AGREEMENT (this “Easement Agreement”) is given on _____, 2024 by SHAKOPEE PUBLIC UTILITIES COMMISSION, a municipal utility commission organized under Minnesota law (“Owner”), to CITY OF SHAKOPEE, a Minnesota municipal corporation (“City”), in accordance with the following:

1. **Ownership.** Owner is the fee owner of the property legally described on the attached Exhibit A (“Property”).

2. **Grant of Easement.** For valuable consideration, Owner conveys to the City an easement for Utility Facilities, as hereinafter defined, purposes over, under, and across the Property on the terms and conditions hereinafter set forth.

3. **Scope of Easement Rights.** The Easement includes the right of the City, its contractors, employees, agents and assigns to:

- a. reasonable right of ingress and egress to inspect Utility Facilities pursuant to Section 5 hereof;
- b. reasonable right of ingress and egress to perform the Owner’s Obligations upon default by Owner pursuant to Section 5 hereof;
- c. locate, construct, reconstruct, operate, maintain, inspect, alter and repair the Utility Facilities in accordance with Section 5 hereof; and
- d. cut, trim, or remove trees, shrubs, or other vegetation that in the City’s judgment unreasonably interfere with the Utility Facilities.

4. **Owner’s Obligations.** Owner will construct its public water and private stormwater facilities, which connect to the City’s public stormwater facilities, in accordance with Exhibit B (the “Utility Facilities”), a full size original of which is on file with the Shakopee City Engineer. The Utility Facilities shall not include Owner’s water main, water storage tank,

pump house, well(s), and related facilities on the Property. Owner will maintain the Utility Facilities and any other required utility improvements approved and required by the City. Maintenance includes at a minimum annual inspection, cleaning and repair of the Utility Facilities. Maintenance of the stormwater Utility Facilities also includes removal of sediment and pollutants in all pre-treatment devices, the periodic removal of sedimentation within the stormwater Utility Facilities, the removal of any blockage and annual inspection, as necessary. If necessary, the work must include periodic removal of sedimentation and trash from the stormwater Utility Facilities to maintain original design, volumes and configurations as approved by the City. Annual inspections of approved stormwater Utility Facilities must be performed, and an annual report must be provided to the City of Shakopee Public Works Department October 1 of the same year as the inspection, using the form attached as Exhibit C. An apparent failure of the facility must also be corrected before submitting the annual report.

5. Enforcement.

5.1. The City may enter the Property for the purposes of inspection of the Utility Facilities and enforcement of the obligations of Owner under this Easement Agreement. If Owner fails to perform its obligations under this Easement Agreement, the City must provide written notice of default to Owner before taking any corrective action. If the failure continues for 30 days after the City's written notice, the City may take whatever actions it deems reasonably necessary in order to fulfill the obligations of Owner under this Easement Agreement. If it is determined by the City that it is necessary to enter the Property to maintain or repair Utility Facilities to protect public utility facilities or the public health, safety or welfare without first giving such notice to Owner, it may do so, giving Owner such notice as is reasonably possible under the circumstances. Owner must reimburse the City for the reasonable out-of-pocket costs incurred by the City for its corrective action within 30 days after receipt by Owner of a written demand from the City accompanied by reasonable documentation of the expenses. If Owner fails to reimburse the City within the 30-day period prescribed above, the City may recover its costs by assessing the amounts against the Property to be collected with property taxes. Owner waives all rights that it might have to receive notice and a hearing or to contest these assessments. Further, the City may enforce the terms of this Easement Agreement by any proceeding in law or in equity to restrain violation, to compel compliance, or to recover damages, including attorneys' fees and costs of the enforcement actions. Owner is not liable for the actions of any third party, other than its employees, agents, or contractors, that may violate the terms of this Easement Agreement unless Owner, its employees, agents, or contractors had actual knowledge of the violation and failed to take reasonable action to stop the violation.

5.2. Failure to enforce any provision of this Easement Agreement upon a violation of it will not be deemed a waiver of the right to do so as to that or any subsequent violation.

5.3. Invalidation of any of the terms of this Easement Agreement will in no way affect any of the other terms, which will remain in full force and effect.

6. **Duration of Easement.** This Easement Agreement is permanent and remains in effect in perpetuity.

7. **Warranty of Owner.** Owner warrants that it is the owner of a fee simple interest in the Property, that it has the right to grant this Easement Agreement, and that the Property is free and clear of any lien, encumbrance, easement, restriction, covenant or condition, except for those filed of record with the County Recorder or Registrar of Titles for Scott County, Minnesota.

8. **Easement Runs with Land.** This Easement Agreement run with the land and are binding on Owner, its heirs, successors and assigns.

9. **Amendments.** This Easement Agreement may not be amended without the written approval of the City.

10. **Governing Law.** The laws of the State of Minnesota shall govern the interpretation, validity, performance and enforcement of this Easement Agreement.

[The remainder of this page is intentionally left blank]

**SHAKOPEE PUBLIC UTILITIES COMMISSION,
a Minnesota municipal utility commission**

By: _____
Name: Justin Krieg
Title: President

By: _____
Name: Greg Drent
Title: Utilities Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Justin Krieg, the President, and by Greg Drent, the Utilities Manager, both of the Shakopee Public Utilities Commission, a municipal utility commission under the laws of Minnesota, by and on behalf of said utility commission.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of Shakopee
Public Works Department
485 Gorman Street
Shakopee, MN 55379
(952) 233-9369

| |
|--------------------------------|
| For City use only: |
| Planning File # _____ |
| Date of Council approval _____ |

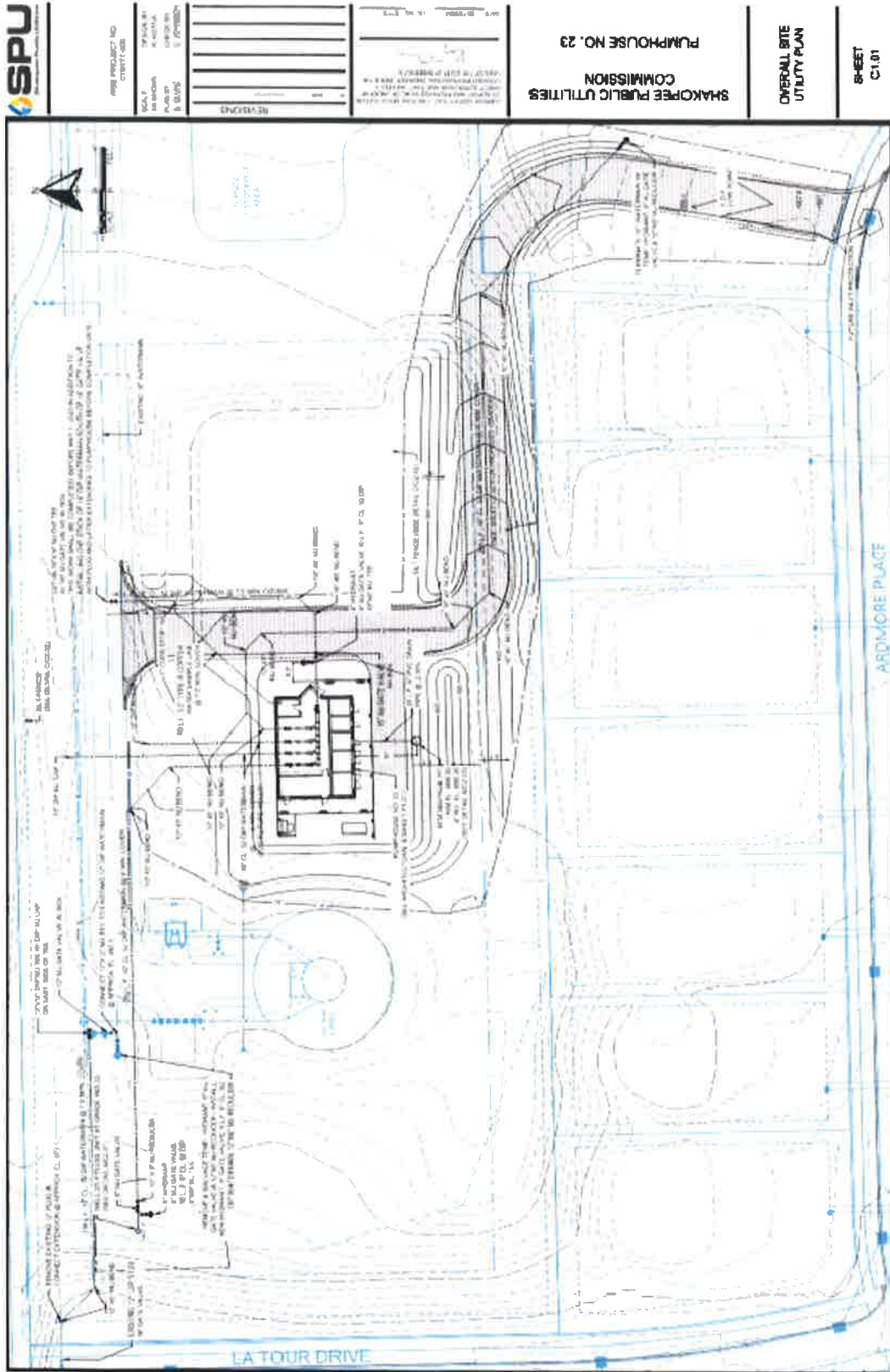
EXHIBIT A

Description of Parcel



Lot 1, Block 1, La Tour Terrace, according to the recorded plats thereof, Scott County, Minnesota.

EXHIBIT B

Utilities Facilities



**SHAKOPEE PUBLIC UTILITIES
MEMORANDUM**

TO: Greg Drent, General Manager 
FROM: Joseph D. Adams, Planning & Engineering Director 
SUBJECT: 2024 Three-phase 2500 KVA Transformer Bid Award
DATE: March 27, 2024

ISSUE

SPU staff opened bids on March 18, 2024, for the purchase of three (3) three-phase 2500 kVA transformers to serve anticipated new construction projects projected for 2025 and 2026. The total purchase cost of the three bid items from the low bidder is equal to \$274,530 plus sales tax with projected deliveries in early February 2025.

BACKGROUND

There are several projects being discussed within the development community that may require these 2500 kVA transformers (largest size presently on the SPU system) and the lead time of the manufacturing and delivery process has grown due to Covid influenced supply chain issues that unfortunately remain a factor. The projects include new business park developers that are seeking large demand customers and potential expansion of the existing data center site where we already have two (2) of these size transformers.

DISCUSSION

Attached are the bid results as tabulated by SPU Purchasing Specialist Reid Larson. Four bid packages were received as noted on the attached bid tabulation.

The apparent low responsive bid for the bid item is from Resco-Ermco. Our evaluation uses the industry standard calculation to take purchase price, cost of energy and losses into account to determine Total Evaluated Cost (TEC).



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The five-year 2024-28 CIP budget for single and three-phase transformers is \$2,000,000 for 2024 and is \$1,000,000 for each of the four years from 2025-2028 for a combined total of \$6,000,000. We have already received, or purchase orders have been issued for delivery of single and three-phase transformers in 2024 in the combined amount of \$1,215,554.53.

Due to longer lead times and scarcity of labor and materials costs have greatly escalated above historical levels and our 2024-2028 CIP was adjusted to the new reality of transformer pricing. It is worth noting that when transformers are installed there is a customer contribution in aid of construction aka SPU's Underground Electric Distribution Charge that recovers 75% of the installed transformer and other underground materials costs. That contribution rate is not factored in when purchasing transformers however as they are immediately put into inventory and depreciation begins per FERC accounting guidelines.

REQUESTED ACTION

Staff recommends and requests the Commission by motion award the 2024 three-phase 2500 kVA transformers identified on the attached bid results tabulation to Resco-Ermco in the quantity (3) listed for the item for a total bid award of \$274,530.00.


Transformer Quote Evaluations (UPDATED 3/26/24 by R.L.)

3/27/2024

| | |
|---|---|
| Transformer Specifications <i>(drop down tab)</i> | 2500 KVA, 3-phase, PAD mount, HIGH secondary, 12470 GRDY/7200 x 13800 GRDY/7970, 480/277V |
|---|---|

| Transformer Distributer <i>(drop down tab)</i> | Irby - Howard Industries (Silicon Dual Voltage) | Resco - Ermco (Dual Voltage) | Border States - Eaton Cooper Power | Energy Product Sales - WEG | N/A |
|--|--|------------------------------|---------------------------------------|----------------------------|------------------|
| Transformer Size (KVA) | 2500 | 2500 | 2500 | 2500 | 2500 |
| Purchase Cost (per unit) | \$215,000.00 | \$91,510.00 | \$130,504.93 | \$132,124.00 | |
| Core Loss/NL (kW) | 2.098 | 2.443 | 2.699 | 1.524 | |
| Winding Loss/L/FL (kW): | 17.176 | 13.665 | 13.418 | 16.869 | |
| Efficiency No Load | 99.91% | 99.89% | 99.88% | 99.93% | 100.00% |
| Efficiency Full Load | 99.24% | 99.39% | 99.40% | 99.25% | 100.00% |
| TEC= | \$ 345,587.65 | \$ 205,015.20 | \$ 245,686.47 | \$ 253,714.17 | \$ - |
| (per spec) TOC= | \$ 345,590.30 | \$ 205,017.25 | \$ 245,688.46 | \$ 253,716.81 | \$ - |
| Lead Time (weeks) | 52 | 45 | 120 | 86 | |
| Delivery Date | 3/26/2025 | 2/5/2025 | 7/15/2026 | 11/19/2025 | 3/27/2024 |
| Quantity | 3 | 3 | 3 | 3 | |
| Order Total | \$ 645,000.00 | \$ 274,530.00 | \$ 391,514.79 | \$ 396,372.00 | \$ - |

**SHAKOPEE PUBLIC UTILITIES
MEMORANDUM**

TO: Greg Drent, General Manager 
FROM: Joseph D. Adams, Planning & Engineering Director 
SUBJECT: 500 MCM and 750 MCM UNDERGROUND CABLE BID AWARD
DATE: March 27, 2024

ISSUE

On April 1st, 2024, we are scheduled to open bids for 500 MCM and 750 MCM underground cable required to complete feeder extension projects. The bid results will be available at the Commission meeting that evening.

DISCUSSION

There is a total of \$2,632,326 funds programmed for the approved feeder extensions in the 2024 Capital Projects budget and additionally there are projected expenses of \$1,684,821 in the remaining 2025-2028 period for Capital Improvement Projects for feeder extensions including material, labor, and equipment expenses.

Due to extended delivery times staff is expediting evaluation of the cable bid results with a recommendation on award to be reviewed at the Commission meeting.



RECOMMENDATION

Staff will provide a recommendation with the bid results at the April 1st Commission meeting.



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**SHAKOPEE PUBLIC UTILITIES
MEMORANDUM**

TO: Greg Drent, General Manager 
FROM: Joseph D. Adams, Planning & Engineering Director 
SUBJECT: County Project No. 69-08 Construction Cooperative Agreement
DATE: March 27, 2024

ISSUE

Scott County is constructing a traffic control intersection roundabout improvement to increase traffic safety at the intersection of CR 78 and CR 69. The project will also include installation of a SPU owned casing pipe for a future 12 inch trunk water main to serve future development and a roadway lighting system to be owned by Scott County.

BACKGROUND

Staff has been working with Scott County staff to develop the attached Construction Cooperative Agreement for the project.

Installing the casing with the project in an open cut trench is more cost effective than boring the casing in at a future date and can avoid conflicts with other improvements. Future development must occur before SPU extends the water main into the area by the intersection. The water main is presently approximately 1/4 mile east in the Windemere Additions. When the water main is extended west, it is likely SPU will also have to fund the installation of the 12-inch trunk water main in the casing under the intersection since the development's responsibility will end at the County Road right of way. In staff's opinion, the driving force for timing of further water main improvements west and north of the roundabout will be when it is deemed necessary to extend public water main along CR 78 and CR 69 to provide looping to the River Bluff Business Park area when additional development occurs.

The roadway lighting system being installed with the project is like the lighting of City roundabouts within the City of Shakopee with the notable exception that the intersection





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involves two county roads and not any city street. Thus, per the joint City/SPU Street Lighting Policy lighting there would have to be a Special Lighting District adopted to establish City/SPU/Other Parties responsibilities for first costs and ongoing costs. Since the City has declined an interest in any responsibility for lighting this roundabout, Scott County will be solely responsible for all costs present and future for the lighting system.

DISCUSSION

Under the terms of the agreement the Commission agrees to fund the cost of a casing for the future trunk water main extension and to pay a prorated portion of various project costs and fees. The estimated amount that the Commission will pay to Scott County is \$58,212 pending actual bid prices determining the final amount. This item is listed in the 2024 Capital Projects under Trunk Water Mains by SPU which has a budget amount of \$100,000 for Undetermined Projects.

Under the terms of the agreement SPU will assist Scott County by installing the lighting control cabinet, wiring, lighting poles and lighting fixtures and Scott County will install the lighting conduit and reimburse SPU for all costs of labor, equipment, and material for its efforts. SPU will bill Scott County for ongoing energy and any maintenance activities in the future.

Finally, the construction of the roundabout will affect the SPU overhead power line, circuit SS-83 and portions of it will have to be relocated. City staff have already indicated the City desires the affected portions of the line to be placed underground, and SPU staff are preparing plans to do so. We will have costs estimates to submit at a future date to determine how much of the relocation cost will be from the Relocation Underground Fund. Scott County will install SPU supplied conduits, at no cost, to facilitate the undergrounding of the power lines.

RECOMMENDED ACTION

Staff recommends the Commission approve the CP No. 69-08 Construction Cooperative Agreement and authorize its execution by the designated parties.

CONSTRUCTION COOPERATIVE AGREEMENT

THIS AGREEMENT, is entered by and between the County of Scott, Minnesota a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "County" and the Shakopee Public Utilities, a municipal utilities commission with offices at 255 Sarazin Street, Shakopee, Minnesota, hereinafter referred to as the "SPU".

RECITALS:

- A. The County plans to improve County Highway (CH) 69 and CH 78 intersection by constructing a roundabout to address safety and operational deficiencies. The Project includes grading, paving, curb and gutter, storm sewer, trails, and other related improvements (hereinafter referred to as the "Project").
- B. The above-described Project lies partially within the corporate limits of the City of Shakopee.
- C. Separate and apart from the Project, SPU plans to install a twenty (20) inch steel watermain casing in the Project area across County Highway 69 that will allow for future expansion of the watermain system. The total length of the twenty (20) inch casing is approximately 120 lineal feet. All work together hereinafter referred to as "SPU's Work."
- D. The Parties desire to enter into an Agreement for the mutual benefit of each Party to benefit from the economies of scale by including the SPU Work plans in the Project.
- E. The County Engineer has prepared an estimate of quantities and unit prices of material and labor for the Project and an estimate of the total cost for SPU's Work in the sum of fifty two thousand dollars and no cents (\$52,000.00). A copy of said estimate (marked Exhibit "A") is attached hereto and made a part hereof.
- F. SPU plans to perform the installation of lighting standards within the Project using its own local forces.
- G. SPU has requested, and County agrees, to reimburse SPU for the actual reasonable cost it incurs in the lighting standard installation.

- H. The project will be constructed in 2024 in accordance with the 2024 County Project ("CP") 69-08 listed in the 2024-2033 Transportation Improvement Program.
- I. It is contemplated that the Project work shall be carried out by the parties under the provisions of and Minn. Stat. Sec. 162.17, subd. 1 and Minn. Stat. Sec. 471.59.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The recitals above are hereby incorporated and made a part of this agreement as if they had been fully restated.
2. The County agrees to provide preliminary and final design work and services to include SPU's Work within the Project. The plan set for the Project will be designed and prepared in accordance with SPU requirements for its portion of the work as requested by SPU, including:
 - a. All watermain casing and related work being added with the Project per the construction plans. This includes final plan drawings, watermain casing, and associated system detail sheets, and tables as directed by SPU staff.
 - b. Special provision for the watermain casing work being included in the construction plans and specifications as directed by SPU staff. These provisions shall include, but not be limited to, providing for per unit bidding and changes in design quantities.
3. The County shall advertise for bids for the work and construction of the Project, receive and open bids pursuant to said advertisement and enter into a contract ("Contract") with the successful bidder at the unit prices specified in the bid of such bidder, according to law in such case provided for counties. The Contract will include the plans and specifications prepared by the County or its agents, which plans and specifications are by this reference made a part hereof.
4. County shall have overall authority to administer the Contract and inspect the construction of the Contract work for the Project. County shall have ultimate authority in initiating and determining change orders, supplemental agreements and final quantities.
5. SPU shall cooperate with the County Engineer and his staff at their request to the extent necessary, but shall have no other responsibility for the supervision of the Contract work other than SPU's Work, which is included in the Project.

6. SPU agrees to provide construction inspection for all watermain, casing and related work including daily written and photo documentation of construction activities, collection of GPS data, and quantities completed as needed.
7. The County will resolve any issues or conflicts with the construction contractor so that the installation meets the requirements of the specifications and drawings. The County will provide SPU with written documentation of the resolution and all contract issues and conflicts within one (1) week of resolution.
8. SPU shall reimburse the County one hundred percent (100%) of the construction cost of the Contract work for SPU's Work. It is further specifically agreed that the estimate referred to in this agreement is only a preliminary estimate of the construction cost for the contract work on the project and that the unit prices set forth in the Contract and the final quantities, including change orders during construction, as measured by the County Engineer shall govern in computing the total final contract construction cost for apportioning the cost of the Project according to the provisions of this paragraph.
9. In addition to payment of SPU's share of the contract construction cost, SPU further agrees to pay for its design services as described here which includes all actual costs of planning, design, and preparation of plans and specifications, at an agreed upon sum of one thousand five hundred thirty-two dollars and no cents (\$1,532.00).
10. SPU further agrees to contribute to the costs designated as a percentage of Contract work for SPU's Work:
 - a. Mobilization and traffic control by paying four percent (4%), and
 - b. Construction engineering and inspection at two percent (2%), and
 - c. Contract administration at three percent (3%).
11. SPU will construct the street lighting system and provide service per the SPU Underground Distribution Agreement (UDA) (marked Exhibit "B"). County agrees to reimburse SPU for one hundred percent (100%) of the actual reasonable costs of the work to install the street lighting system.
12. Scott County shall maintain ownership of these lights. SPU shall perform maintenance responsibilities for the County, as requested, and invoice the County actual reasonable costs for the ongoing maintenance of the lights.

13. SPU shall, based on the Contract price, deposit with the Scott County Treasurer ninety five percent (95%) of the construction, engineering costs attributable to SPU's Work as partial payment within thirty (30) days after award of Contract or execution of this Agreement, whichever is later. The final amount of SPU's share of construction and engineering costs of the Project shall be determined upon completion of the Project and any amount remaining due to the County shall be reflected in the County's final, itemized, statement of the Project costs submitted to SPU. In the event the initial payment exceeds SPU's share of these final costs, such overpayment shall be returned to SPU by the County.
14. This agreement shall be effective upon approval by the Scott County Board of Commissioners and the Commissioners of the Shakopee Public Utilities Commission.
15. The agreement shall remain in effect until all obligations set forth in this agreement have been satisfactorily fulfilled, unless earlier terminated as provided, whichever occurs first. Either Party may terminate the agreement upon ninety (90) days' notice to the other Party. Upon termination, County shall be entitled to payment for any materials purchased and/or work reasonably completed and the value of any work not completed shall be refunded to SPU.
16. The County Engineer shall prepare monthly progress reports as provided in the specifications. A copy of these reports shall be furnished to SPU upon request.
17. County reserves the right not to issue any permits for a period of five (5) years after completion of the Project for any service cuts in the roadway surfacing of the County Highway included in the Project for any installation of underground utilities which would be considered as new work; service cuts shall be allowed for the maintenance and repair of any existing underground utilities.
18. Since each party is a political subdivision of the State of Minnesota, each party shall maintain general liability and automobile liability coverage protecting itself, its officers, agents, employees and duly authorized volunteers against any usual and customary public liability claims to the limits prescribed under Minn. Stat. Sec. 466.04 and Workers' Compensation in accordance with the Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement.

19. All records kept by SPU and the County with respect to the Project shall be subject to examination by the representatives of each party. All data collected, created, received, maintained or disseminated for any purpose by the activities of the County or SPU pursuant to this Agreement shall be governed by Minnesota Statutes Chapter 13, as amended, and the Minnesota Rules implementing such Act now in force or hereafter adopted.
20. Neither party, its officers, agents or employees, either in their individual or official capacity, shall be responsible or liable in any manner to the other party for any claim, demand, action or cause of action of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of the described maintenance, restoration, repair or replacement work by the other party, or arising out of the negligence of any contractor under any contract let by the other party for the performance of said work; and each party agrees to defend, save, keep and hold harmless the other, its officers, agents and employees harmless from all claims, demands, actions or causes of action arising out of negligent performance by its officers, agents or employees.
21. It is further agreed that neither party to this Agreement shall be responsible or liable to the other or to any other person or entity for any claims, damages, actions, or causes of actions of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of any work or part hereof by the other as provided herein; and each party further agrees to defend at its sole cost and expense and indemnify the other party for any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of performance of its own work as provided herein. Each party's obligation to indemnify the other under this clause shall be limited in accordance with the statutory tort liability limitation as set forth in Minnesota Statutes Chapter 466.04 to limit each party's total liability for all claims arising from a single occurrence, include the other party's claim for indemnification, to the limits prescribed under 466.04. It is further understood and agreed that the Parties' total liability shall be limited by Minnesota Statute Section 471.59, Subdivision 1(a) as a single governmental unit.

22. It is further agreed that any and all employees of each party and all other persons engaged by a party in the performance of any work or services required or provided herein to be performed by the party shall not be considered employees, agents or independent contractors of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged shall be the sole responsibility of the employing party and shall not be the obligation or responsibility of the other party.
23. The provisions of Minn. Stat. Sec. 181.59 and of any applicable local ordinance relating to Civil Rights and discrimination and the affirmative action policy statement of Scott County shall be considered a part of this Agreement.
24. Pursuant to Minn. Stat. Sec. 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the County and SPU pursuant to this Agreement shall be subject to examination by the County, SPU and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by the County and 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 or SPU 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 or SPU notifies each party in writing that the records no longer need to be kept.
25. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder shall be those courts located with the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota.
26. 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

nonenforceability 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.

27. The County's Authorized Agent for the purpose of the administration of this Agreement is Nate Thomas, Hwy Division Program Manager, or his successor. His current address and phone number are Scott County Transportation Services Division, 200 Fourth Avenue West, Shakopee, MN 55379, (952) 496-8479.

The SPU's Authorized Agent for the purpose of the administration of this Agreement is Joseph Adams, Planning and Engineering Director or his successor. His current address and phone number are Shakopee Public Utilities, 255 Sarazin Street, Shakopee, MN 55379, (952) 233-1501. Any change in name, address, or telephone shall be noticed to the other party.

IN TESTIMONY WHEREOF, The parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

SHAKOPEE PUBLIC UTILITIES COMMISSION

By _____
Justin Krieg, Commission President

And _____
Greg Drent, General Manager

Date _____

Date _____

COUNTY OF SCOTT

By _____
Lezlie A. Vermillion, County Administrator

Date _____

Approved as to form:

RECOMMEND FOR APPROVAL

By _____
Jeanne Andersen, Assistant County Attorney

By _____
Anthony J. Winiecki, County Engineer

Date _____

Date _____

EXHIBIT B

UNDERGROUND DISTRIBUTION AGREEMENT

AGREEMENT made this _____ day of _____, 2024, between SHAKOPEE PUBLIC UTILITIES, a municipal utility commission organized under Minnesota law (“SPU”) and

County of Scott, Minnesota a body politic and corporate under the laws of the State of Minnesota hereinafter called County,

WHEREAS, Shakopee Public Utilities has been requested to provide an underground electric distribution system to serve certain properties hereinafter called

_____, located on the following described real estate, situated in the City of Shakopee, County of Scott, State of Minnesota, to wit:

[INSERT LEGAL DESCRIPTION OF COUNTY’S ENTIRE PROPERTY ALONG WITH PID]

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained to be kept and performed, the parties hereto agree as follows:

I. General:

1. Subject to all the terms and conditions hereinafter contained Shakopee Public Utilities shall install, own, operate, and maintain all facilities necessary to provide an underground electric distribution system to serve the plat attached hereto as Exhibit “A”, or the above described real estate. The input end of the underground service connection shall be deemed the terminus of the customer’s wiring.

2. Shakopee Public Utilities shall endeavor to coordinate the installation of said underground system with the activities of the County in the area to be served: provided, however, Shakopee Public Utilities shall not be required to install said underground system in segments smaller or larger than considered economically feasible. Shakopee Public Utilities shall not be responsible for any damages resulting from delay in completing the installation of the underground system contemplated herein, whether such delay is due to casualty, labor dispute, weather or other similar or dissimilar cause beyond the reasonable control of Shakopee Public Utilities.

3. Prior to the installation of said system, County of the property shall at no cost or expense to Shakopee Public Utilities, grant such easement rights as Shakopee Public Utilities may require for the installation, operation, and maintenance of said system. The County shall be responsible for providing certified easement exhibits and certified legal descriptions of the easement.

4. Prior to the time the installation of any segment of said underground system is commenced by Shakopee Public Utilities, County shall establish grades in the easement strip which shall not be above, or more than 6 inches below, the finished grade. Before trenching operations are started by Shakopee Public Utilities:

- (a) The route of said underground system shall be accessible to Shakopee Public Utilities equipment, and
- (b) All obstructions shall be removed from such route by County at no cost or expense to Shakopee Public Utilities, and
- (c) Marker stakes at lot corners shall be placed by County at intervals designated by Shakopee Public Utilities, and
- (d) No street lights shall be installed until streets are to grade and staked, and curb work is complete.

5. Shakopee Public Utilities will make final connections of its facilities to the terminus (as defined in Paragraph 1 hereof) of each customer's wiring.

6. In consideration of Shakopee Public Utilities installing and owning the underground system as described in Paragraph 1, County agrees to pay to Shakopee Public Utilities, on or before the completion of said installation, at such time as the actual cost can be determined, in cash, a sum equal to 100% of the total materials cost, plus any and all permit fees associated with said installation of utilities within public right of way and easements.

(a) Should completion of said installation occur following the approval and adoption of the new calendar year utility construction rate(s) and/or fee(s) by Shakopee Public Utilities Commission, the County shall be charged the new rate(s) and/or fee(s) as adopted for the new calendar year, regardless of the rate(s) and/or fee(s) in effect upon entering 'AGREEMENT made this _____ day of _____, 20____' as defined herein.

(b) Prior to the Shakopee Public Utilities entering into a contract for the installation of such underground distribution system, the County will deposit cash with Shakopee Public Utilities in the amount of 100% of the total materials cost, as estimated, to assure performance.

(c) At such time as the final cost is determined, adjustments shall be made so that the cost to the County will be 100% of the total materials cost. Hence upon receipt of a bill documenting final costs, the County shall pay Shakopee Public Utilities such amount by which 100% of actual materials cost exceeds the Developer's/Customer's deposit(s), plus such additional amount to cover any unpaid costs described in Section I, Paragraphs 7, 8, 9 and 10 below. Should the amount of the bill documenting final costs for the total of 100% of actual material costs plus any costs described in Section I, Paragraphs 7, 8, 9 and 10 below be less than the amount that the County deposited,

Shakopee Public Utilities will refund to the County the deposited funds in excess of the bill final costs amount. No interest will be paid on any such deposit(s).

7. Not used

8. County shall be subject to additional winter construction charges herein defined by Shakopee Public Utilities as: an additional cost of up to \$6.00 per trench foot for underground facilities installed between October 15 and April 15.

(a) County shall deposit with Shakopee Public Utilities an amount to cover such winter construction charge based on the estimated frost that exists for the installation site. Final determination of whether sufficient frost exists, and to what extent it affects the cost of installation up to the amount defined in Section I, Paragraph 8, will be made by the Shakopee Public Utilities Electric Superintendent.

9. County shall pay all additional installation costs incurred by Shakopee Public Utilities because of, but not limited to, the following reasons: (a) delays caused by County, (b) soil conditions that impair the installation of underground facilities, such as rock formations, (c) paving of streets, alleys, parking lots, or other areas prior to the installation of the underground facilities, or (d) unique characteristics, as defined by Shakopee Public Utilities, that cause the installation costs to exceed an amount justified by the expected load.

10. County shall pay the cost of any subsequent relocations or rearrangement of any portion of Shakopee Public Utilities underground facilities made to (a) accommodate the County needs or (b) because County alters the final grade or because the grade was found to be inaccurate or incorrect.

11. This agreement shall be in lieu of any other provision of Shakopee Public Utilities which may pertain to the payment of excess costs associated with the installation of underground service.

12. County shall not assign this agreement without written consent of the Shakopee Public Utilities Commission.

13. All wiring beyond the service connection shall be the responsibility of the County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

SHAKOPEE PUBLIC UTILITIES

WITNESSED

By _____
Signature

By: _____
Signature

Project Name: _____

Print Name of Witness

Its: GENERAL MANAGER

Date

COUNTY

Name of County Official

Address

City State Zip

WITNESSED

By _____
Signature

By: _____
Signature

Print Name of Witness

Its: _____
Print Name and Title

Date

THIS INSTRUMENT WAS DRAFTED BY:
Shakopee Public Utilities
255 Sarazin Street, P.O. BOX 470
Shakopee, MN 55379
(952) 445-1988

EXHIBIT A

Division of Cost Summary

Construction Costs and Design Services to be 100% Shakopee Public Utilities

Preliminary Estimated Costs

CH 69/78 Roundabout (CP 69-08)

Construction Costs

| Item | Est. Quant. | Unit | Unit Price | Amount |
|---|-------------|------|-------------|---------------------|
| Setup Boring Pit | 2 | EA | \$ 5,000.00 | \$ 10,000.00 |
| 20" Steel Casing Pipe | 120 | LF | \$ 350.00 | \$ 42,000.00 |
| Total Estimated Construction Costs | | | | \$ 52,000.00 |

Contract Work Percentage Costs

| | |
|--|--------------------|
| Mobilization and Traffic Control - Four Percent (4%) | \$ 2,080.00 |
| Construction Engineering and Inspection - Two Percent (2%) | \$ 1,040.00 |
| Contract Administration - Three Percent (3%) | \$ 1,560.00 |
| Total Estimated Contract Work Percentage Costs | \$ 4,680.00 |

Design Services Costs

Develop Watermain Casing Plans & Specifications to be Included into the Project (\$1,532)

Total Estimated Design Services Costs \$ 1,532.00

ESTIMATED GRAND TOTAL \$ 58,212.00