# AGENDA SHAKOPEE PUBLIC UTILITIES COMMISSION REGULAR MEETING July 7, 2025 at 5:00 PM

Call to Order at 5:00pm in the SPU Service Center, 255 Sarazin Street
 Roll Call

# 2. Communications

# 3. Consent Agenda

- C=> 3a) Approval of June 2, 2025 Minutes (GD)
- C=> 3b) Approval of July 7, 2025 Agenda (JK)
- C=> 3c) July 7, 2025 Warrant List (KW)
- C=> 3d) Annual Elections for the 2025-2026 Insurance Policy (KW)
- C=> 3e) Monthly Water Dashboard for May 2025 (BC)
- C=> 3f) 2025 Flushing Program Progress Map (BC)
- C=> 3g) Nitrate Results (BC)
- C=> 3h) MMPA June 2025 Meeting update (GD)
- C=> 3i) Res #2025-17 Resolution approving of the Estimated Cost of Pipe Oversizing on the Watermain Project: Highview 5<sup>th</sup> Addition (JA)
- C=> 3j) Res# 2025-18 Resolution setting the amount of the Trunk Water Charge, Approving of its Collection and Authorizing Water Service to Certain Property Described as: Highview 5<sup>th</sup> Addition (JA)
- C=> 3k) Tank 9 Utilities Facilities Easement Agreement (RH)
- C=> 3I) Res #2025-19 Resolution approving of the Estimated Cost of Pipe Oversizing on the Watermain Project: Bluff View Phase 1 (JA)
- C=> 3m) Res# 2025-20 Resolution setting the amount of the Trunk Water Charge, Approving of its Collection and Authorizing Water Service to Certain Property Described as: Bluff View Phase 1 (JA)
- C=> 3n) Phased Retirement for Sheri Bergeland (GD)

# \*\*\* 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 (BC)

- 7. Reports: Electric Items
  - 7a) Electric System Operations Report Verbal (BC)
- 8. Reports: General
  - 8a) Marketing/Key Accounts Report Verbal (SW)
  - 8b) General Manager Report Verbal (GD)
- 9. **Items for Future Agendas**
- 10. Tentative Dates for Upcoming Meetings
  - August 4, 2025
  - September 8, 2025
  - October 6, 2025
  - October 20, 2025 Workshop
- 11. Adjournment

# MINUTES OF THE SHAKOPEE PUBLIC UTILITIES COMMISSION June 2, 2025 Regular Meeting

- 1. <u>Call to Order.</u> President Letourneau called the June 2, 2025 meeting of the Shakopee Public Utilities Commission to order at 5:00 P.M. President Letourneau, Vice President Mocol, Commissioner DuLaney, Commissioner Fox, and Commissioner Krieg were present.
- 2. <u>Consent Agenda.</u> Vice President Mocol moved to approve the consent agenda, as presented: 3a. Approval of May 5, 2025 Minutes; 3b. Approval of June 2, 2025 Agenda; 3c. June 2, 2025 Warrant List; 3d. Monthly Water Dashboard for April 2025; 3e. MMPA May 2025 Meeting Update; and 3f. April 2025 Financial Report. Commissioner DuLaney seconded the motion. Ayes: Letourneau, Mocol, DuLaney, Fox, and Krieg. Nays: None.
- 3. <u>Public Comment Period.</u> No public comments were offered.
- 4. <u>2025 Quarterly Investment Review</u>. Kelley Willemssen, Director of Finance and Administration, introduced Danny Nelson from PFM Asset Management. Mr. Nelson provided an overview of market conditions, noting the current uncertainty. He also discussed SPU's portfolio, noting that although volatility is present even in the fixed income category in which SPU holds investments, SPU's portfolio to date has exceeded the benchmarks set on June 30, 2021.
- 5. <u>Liaison Report.</u> Commissioner DuLaney reported that in response to a customer concern about backflow prevention testing, he noted the statewide nature of the requirements.
- 6. <u>Water Report.</u> Brad Carlson, Director of Field Operations, reported that watermain flushing has started at the high-pressure zone. He reported that AMI water meter change-outs and backflow prevention testing continue. Mr. Carlson stated that Wells #17 and #4 are back in service after rehabilitation and maintenance. He provided updates, including final grading and landscaping is underway at Pumphouse #23, reconditioning for Tower #4 in 2026, the interior work on Tower #3 was completed, and that delivery is expected next week for the Riverview generator project.
- 7. <u>Electric Report.</u> Mr. Carlson reported a few outages since the last Commission meeting due to animals, including one major event on Circuit 32, affecting 845 customers for 77 minutes. He also noted replacing faulty underground equipment, affecting 112 customers for about 150 minutes. Mr. Carlson provided project updates, including the Feeder 32 extension, Bonnevista second phase, back feeding at La Tour Drive, completing the Co Rd 78 & 79 roundabout relocation, replacing rejected poles from the pole inspection, and fixing the relay on Circuit 32.
- 8. <u>SPU Load Shedding Policy Update</u>. Mr. Carlson reported that in response to MMPA updates, SPU seeks to update its policy as well. If a large transmission outage occurred, SPU would be called upon to reduce load first, and then on a rotating basis with other MMPA members. General Manager Greg Drent noted that to date, SPU has not been called upon to reduce load, but twice in recent years it came close. Commissioners suggested revising the notification steps to

reference titles, rather than individuals, and to include Commissioners and City Council/staff in the email communication process. Commissioner Fox moved to approve the SPU Load Shedding Policy, with these revisions. Commissioner Krieg seconded the motion. Ayes: Letourneau, Mocol, DuLaney, Fox, and Krieg. Nays: None.

- 9. <u>Marketing/Key Account Report</u>. Sharon Walsh, Director of Key Accounts/Marketing, reported minor changes to the water tower design. She noted that the Year-In-Review is complete and will be mailed out. For backflow prevention, Ms. Walsh has prepared a lock-out letter to customers who are sixty days or more out of compliance, as well as a social media update. Ms. Walsh reminded everyone that SPU's Rhythm on the Rails date is July 30<sup>th</sup>. For the AMI project, she reported that electric meters are basically down to large customers when shutdown is required to replace. Ms. Walsh noted that the conservation filing is due at the end of the month.
- 10. <u>General Manager Report.</u> Mr. Drent noted that SPU summer help have started. He provided an update on pending items, including MNFMLA options; regular meetings with employees; considering changing switch gears from oil-based to electric; SPU helping the City to fill the pool and address a leak and offering to assist with labor on Miracle Field; discussing solar options with a large business; and East Shakopee Substation progress.
- 11. <u>WTP Site Search Update</u>. Vice President Mocol moved to go into closed session under Minnesota 13D.05, subdivision 3(c) to review confidential or protected nonpublic appraisal data and to develop or consider offers or counteroffers for the purchase of property located at 1776 Mystic Lake Drive. Commissioner Fox seconded the motion. Ayes: Letourneau, Mocol, DuLaney, Fox, and Krieg. Nays: None.
- 12. Property Purchase for Water Treatment and Res # 2025-16 Resolution Approving Purchase Agreement. Mr. Drent presented Resolution #2025-16. Commissioner Fox moved to approve Resolution #2025-16 Approving Purchase Agreement. Commissioner Krieg seconded the motion. Ayes: Letourneau, Mocol, DuLaney, Fox, and Krieg. Nays: None.
- 13. <u>Adjourn.</u> Motion by Commissioner Fox, seconded by Commissioner Krieg, to adjourn. Ayes: Letourneau, Mocol, DuLaney, Fox and Krieg. Nays: None.

Greg Drent, Commission Secretary

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# SHAKOPEE PUBLIC UTILITIES COMMISSION

## WARRANT LISTING

July 7, 2025

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 05/30/2025	
KEDROWSKI ADAM	\$105,00 BACKFLOW TESTING REFUND
AGGIE BEATREZ	\$225.00 ENERGY STAR DISHWASHER REBATE
LISA BECK	\$25.00 TRIMMER REBATE
RENE BERGE	\$75.00 ENERGY STAR REFRIGERATOR REBATE
BORDER STATES ELECTRIC SUPPLY	\$6,186.17 60 AMP STL CABINET BREAKER
CENTURY PROMOTIONAL ADVERTISING LLC	\$149 00 SPU UNIFORMS FOR SUMMER HELP
CORE & MAIN LP	\$61,567.44 AMI 3/4" IPERL 1G SM AMI WATER METER
MIKE DIEPHOLZ	\$500.00 ENERGY STAR COOLING/HEATING REBATE
JASON ELDER	\$75.00 ENERGY STAR REFRIGERATOR REBATE
FERGUSON US HOLDINGS, INC.	\$7,503,46 CB REPAIR LID 1-1/4"(w)
RYAN FISHER	\$50.00 ENERGY STAR CLOTHES WASHER REBATE
TRENT FRISCH	\$85,50 IRRIGATION CONTROLLERS REBATE
G & L TANK SANDBLASTING & COATINGS LLC	\$175,522.00 WO#2769 TOWER 3 PYMT #2
GMH ASPHALT CORPORATION	\$1,342.89 REFUND HYDRANT MTR#22061735
GRAYBAR ELECTRIC COMPANY INC	\$233.00 GROUND ROD CLAMP
DANIEL HAGAMAN	\$152.99 IRRIGATION CONTROLLERS REBATE
TYLER HANSON	\$102,00 PER DIEM MARSHALL MN SCHOOLING
KRISTI HEINEN	\$75.00 ENERGY STAR REFRIGERATOR REBATE
BILL HELLKAMP	\$77,39 IRRIGATION CONTROLLERS REBATE
HERMAN'S LANDSCAPE SUPPLIES INC.	\$1,244.00 RED ROCK
DEB HERNDON	\$25.00 TRIMMER REBATE
MATTHEW HOLST	\$50.00 PUSHMOWER REBATE
ELIZABETH HVIDSTEN	\$500,00 ENERGY STAR COOLING/HEATING REBATE
INDELCO PLASTICS CORP	\$2,183.82 WO 2990 MPT CONNECTOR/PVC/ELBOW(W)
IRBY - STUART C IRBY CO	\$95.00 GLOVE TESTING
JT SERVICES	\$282.20 LAMP 100WHPS ST, LIGHT
GARTH KANGAS	\$500.00 ENERGY STAR COOLING/HEATING REBATE
LARRY LASCH	\$20,00 LEAFBLOWER REBATE
MIDWEST SAFETY COUNS, INC.	\$791,54 FULL FACEPIECE RESPIRATOR HARNESS(W)
MINN VALLEY TESTING LABS INC	\$1,414.10 WATER TESTING
NAGEL COMPANIES LLC	\$1,275.00 WO 2998 - 3384 MARSHALL RD
GERRY NEVILLE	\$86.10 REIMBURSE 123 MILES
PEIFER SECURITY SOLUTIONS LLC	\$1,017.80 CYBERLOCK USB STATION(W)
MELQUIADES PENA	\$105.00 BACKFLOW TESTING REFUND
DEB PUDELL	\$75,00 ENERGY STAR REFRIGERATOR REBATE
RESCO	\$95.76 SMALL SPLICE CONNECTION COVER
DAVID SCHULTZ	\$105.00 ENERGY STAR REFRIGERATOR REBATE
ELLE SEAVER	\$102.00 PER DIEM MARSHALL SCHOOLING
ALONZO SKJEFTE	\$100.00 PUSHMOWER REBATE
KASONDRA SMITH	\$500.00 ENERGY STAR COOLING/HEATING REBATE
AVNISH SRIVASTAVA	\$50.00 PUSHMOWER REBATE
WILLIAM STEGEMAN	\$500.00 ENERGY STAR COOLING/HEATING REBATE
LISA SVIHEL	\$175.00 ENERGY STAR CLOTHES WASHER REBATE
TIM TERHORST	\$75.00 PUSH MOWER REBATE
VESTIS FIRST AID & SAFETY SUPPLIES LOCK	\$559.85 QRTY REPLENISH FIRST AID SUPPLIES
WESCO RECEIVABLES CORP.	\$814.76 CONDUIT STRAPS 3" 2-HOLE
XCEL ENERGY	\$73,58 4/24-5/26 AMBERGLEN ACT 51-0012640573-3
XCEL ENERGY	\$2,973.86 4/23-5/22 VALLEY PARK ACT 51-5636204-8
ZIEGLER INC	\$396.09 EDGE CUTTING/BOLT/NUT(E)
HEALTH EQUITY INC.	\$192,00 DAYCARE FLEX CLAIM REIMB C.S.

Total Week of 05/30/2025

ZAYO GROUP, LLC

VERIZON WIRELESS SERVICES LLC

PAYROLL DIRECT DEPOSIT 05:30:25

BENEFITS & TAXES FOR 05.30.25

\$142,695.72 **\$562,162.16** 

\$143,097.87

\$5,542,38 MAY T1 LINE

\$396.89 MONTHLYPEPWAVE POTSOLVE 4/6-5/5 2025

WEEK OF 06/06/2025

CREDIT REFUNDS

AAR BUILDING SERVICE CO.

AMARIL UNIFORM COMPANY

ARAMARK REFRESHMENT SERVICES INC

BRENDA D BIXBY

RICHARD BOHN

BORDER STATES ELECTRIC SUPPLY

DAVID BURGER

CAPITAL CONSTRUCTION LLC

KELLY CARLSON

CITY OF SHAKOPEE

CLIFTONLARSONALLEN LLP

CORE & MAIN LP

CUSTOMER CONTACT SERVICES

DAILY PRINTING, INC.

DITCHWITCH OF MINNESOTA

DSI/LSI

ELECTRICAL PRODUCTION SERVICES

SCOTT FANUM

FLYTE HCM LLC

FRANZ REPROGRAPHICS, INC.

FS3 INC

GRAYBAR ELECTRIC COMPANY INC

BRENDA GROSS

HAWKINS INC

HENNEN'S AUTO SERVICE INC.

HERMAN'S LANDSCAPE SUPPLIES INC.

HIGH FIVE ERECTORS II, INC.

ELIZABETH HVIDSTEN

INNOVATIVE OFFICE SOLUTIONS

JT SERVICES

KEVIN LOEFFLER

MINN VALLEY TESTING LABS INC

MN AWWA

GERRY NEVILLE

VICTORIA NHEP

NOVAK COMPANIES, LLC

OLSEN CHAIN & CABLE, INC.

BRADY RADKE

RY RAM

RESCO

RW BECK GROUP, INC, LEIDOS ENG, LL

SHAKOPEE CHAMBER OF COMMERCE

STARTING GATE VENTURE LLC

TWIN CITY GARAGE DOOR CO. UPS STORE # 4009

ERIK VANGSNESS

WSB & ASSOCIATES INC.

FIRST DATA CORPORATION

Total Week of 06/06/2025

\$6,467,20 CREDIT REFUNDS

\$4,468.51 JUNE CLEANING SPU BLDG

\$278,50 SPU UNIFORM PANTS L KRATOCHVIL

\$158.09 COFFEE BREAKROOMS

\$500,00 ENERGY STAR COOLING/HEATING REBATE

\$179.10 IRRIGATION CONTROLLERS REBATE

\$11,439,09 AMI 2718 WATER METER INSTALL \$20,00 LEAF BLOWER REBATE

\$2,500.00 WO#3013 ROOF REPLACMENT DOWN PYMT

\$25.00 CHAINSAW REBATE

\$446,082.82 MAY SW \$361,469.40 & SD \$84,613.42

\$2,236,90 AUDIT SERVICES PERFORMED 12/31/24

\$11,483.09 IPERL WATER METERS

\$935\_02 ANSWERING SERVICE 5/27-6/23 2025

\$4,352.48 POSTAGE ANNUAL RPT/YR IN REVIEW

\$625.71 REPAIRS IN VACUUM EXCAVATOR

\$620,61 JUNE GARBAGE SERVICE

\$3,600.00 WO#2648 SPLICING PUMPHOUSE 9

\$175.00 ENERGY STAR CLOTHES WASHER REBATE

\$10,00 MAY COBRA

\$181.16 PLOTTER TONER ENG

\$7,200.00 PIPE 3" INNERDUCT

\$197.62 LABELS(E)

\$161,10 IRRIGATION CONTROLLERS REBATE

\$460,00 CHLORINE CYLINDERS DEMURRAGE

\$111.88 TIRE REPAIR TRK#633(E)

\$373.00 BLACK DIRT(E)

\$448.00 WO#2949 HOIST TRANSF SHAKO AMPHITHEATER

\$200,00 IRRIGATION CONTROLLERS REBATE

\$387,97 OFFICE SUPPLIES

\$110,379.95 POLE ST.LIGHT BREAKAWAY ROUNDABOUT 27'8"

\$80.78 IRRIGATION CONTROLLERS REBATE

\$526.70 WATER TESTING NITRATES

\$2,450.00 EARLY BIRD REG. AWWA MEMBERS

\$76.30 REIMBURSE 109 MILES

\$75.00 ENERGY STAR REFRIGERATOR REBATE

\$608.25 ALUM BRACKETS(W)

\$723.64 WO 2899 CHAIN SLING

\$99,89 IRRIGATION CONTROLLERS REBATE

\$105.00 BACKFLOW INSPECTION REFUND

\$292,94 CLAMP HOT LINE SMALL-BRONZE \$17,922,50 WEST SHAKO SUBSTATION DESIGN

\$9,800.00 2025 SPONSOR RHYTHM ON THE RAILS

\$160,00 LIGHTING REBATE

\$585.00 INSTALL NEW RECEIVER GARAGE DOOR

\$120.45 (E) SHIPMENT TO RADIO DEPOT

\$150.00 ENERGY STAR DISHWASHER REBATE

\$13,693.00 WO#2581 PUMPHOUSE #23 APR SVCS 2025

\$14,001.10 MAY CC FEES

\$677,728.35

#### WEEK OF 06/13/2025

ABDO LLP

AMARIL UNIFORM COMPANY

AMERICAN ENGINEERING TESTING INC

A DD A

APPLE FORD OF SHAKOPEE

BARNUM COMPANIES INC

BELL LUMBER & POLE COMPANY

TED BESTLER

ANDREW BETHEL

BIRD'S LAWN CARE LLC

RAY BIVINS

JENNIFER BLUMERS

BORDER STATES ELECTRIC SUPPLY

KAREEM BRAXTON

AMANDA CHASE

CHOICE ELECTRIC INC

CITY OF SHAKOPEE

CITY OF SHAKOPEE

CITY OF SHAKOPEE

GREG EBELING

FRONTIER ENERGY, INC.

ROBERT GEIS

ROBERT GEIS

GOPHER STATE ONE-CALL

GRAINGER INC

JAIME GROSSMAN

SCOTT GUDMUNSON

HAWKINS INC

HEARTLAND TIRE INC.

IDEAL SERVICE

INDELCO PLASTICS CORP

INNOVATIVE OFFICE SOLUTIONS

INT'L UNION OF OPER ENGINEERS LOCAL 49

INTEGRATED PROCESS SOLUTIONS, INC

IRBY - STUART C IRBY CO

DAUD JABARKHEEL

TIM KAHLOW

KLM ENGINEERING INC

GARY KOCK

MICHAEL LINDHAL

TIMOTHY J LINK

LLOYD'S CONSTRUCTION SERVICES

LOCATORS & SUPPLIES INC

MATHESON TRI-GAS INC

MINN DEPT OF COMMERCE

MINN VALLEY TESTING LABS INC

MMUA

SCOTT MOEHNKE

TONY MYERS

NAGEL COMPANIES LLC

NCPERS GROUP LIFE INS.

ERZSEBET A NEMETH

GERRY NEVILLE NISC

NORTHERN STATES POWER CO

JOSE OLGUIN

KAKADA PHENG

QUALITY FORKLIFT SALES & SERVICE

RESCO

WILLIAM REYNOLDS

RICE LAKE CONSTRUCTION GROUP

RW BECK GROUP, INC, LEIDOS ENG $_{\scriptscriptstyle \parallel}$ LL

MATT SCHROEDER

SHORT ELLIOTT HENDRICKSON INC

SMSC ENTERPRISES

SPECIALTY SOLUTIONS, LLC

SPENCER FANE LLP

VERIZON

VIVID IMAGE, INC.

WESCO RECEIVABLES CORP.

\$1,244,00 MAY ACCOUNTING SERVICE/COMPUTER SOFTWARE

\$2,291.59 RAIN GEAR

\$3,410,00 SOILS MATERIALS TESTING

\$4,783,35 DEED MEMBERSHIP 4/1/2025-3/31/2026

\$811,25 OIL CHANGE 2023 F-55(E)

\$1,157.47 SERVICE ON NORTH EAST GATE

\$4,109.58 POLE 40' WOOD C3

\$500,00 RESIDENTIAL SOLAR REBATE

\$200.00 IRRIGATION CONTROLLERS REBATE

\$4,082.03 LAWN CARE SERVICE MAY

\$175,00 ENERGY STAR CLOTHES WASHER REBATE

\$500.00 ENERGY STAR COOLING/HEATING REBATE

\$269,699,34 45S CL20 480 ITRON AMI METERS

\$500,00 RESIDENTIAL SOLAR REBATE

\$500,00 ENERGY STAR COOLING/HEATING REBATE

\$454.38 PHS #6 JBOX REPLACEMENT

\$5,708,10 MAY FUEL USAGE

\$351,483.00 MAY PILOT TRANSFER FEE \$1,080,04 MAY STORM DRAINAGE/SPU PROPERTIES

\$125.00 ENERGY STAR DISH WASHER REBATE

\$6,159.96 MAY 2025 C&I IMPLEMENTATION

\$50,00 ENERGY STAR DISHWASHER REBATE

\$100,00 ENERGY STAR DISHWASHER REBATE

\$1,429.65 MAY TICKETS

\$205\_10 WASP/HORNET SPRAY

\$25.00 TRIMMER REBATE

\$70,00 CHAINSAW REBATE

\$8,450,46 CHLORINE/HYDROFLUOSILCIC ACID

\$1,123.00 2025 EXTERIOR LIGHTING REBATE

\$277,50 FIELD SVC @ WELL #17 ON 4/3/25

\$481,57 WO 2990 CEMENT PVC/TOP PREM HANGERS

\$472.54 OFFICE SUPPLIES

\$1,008.00 MAY MONTHLY UNION DUES

\$2,386.00 COMMUNICATION INTERLOCKS/CHEM FEED

\$2,852,82 HOT STICK/FUSE HOLDER(E)

\$179.10 IRRIGATION CONTROLLERS REBATE

\$150,00 ENERGY STAR DISHWASHER REBATE

\$55,378.75 WO#2769 RECOAT RESEVOIR #3 \$500.00 ENERGY STAR COOLING/HEATING REBATE

\$500.00 RESIDENTIAL SOLAR REBATE

\$500,00 RESIDENTIAL SOLAR REBATE \$1,275,50 30 YD - DEMO & CONSTRUCTION MAY

\$781.84 RED MARKING PAINT

\$442.33 NITROGEN IND SZ(E) \$10,550.17 IST QTR FISCAL YR 2026 INDIRECT ASSESS

\$1,077.25 WATER TESTING NITRATES

\$555,00 CROSS TRAINING SCHOOL M.HERNANDEZ

\$500,00 RESIDENTIAL SOLAR REBATE

\$119.63 REIMBURSE SAFETY BOOT EXPENSE

\$58,935,00 WO#3008 BORING @ 17TH AVE/WINDERMERE

\$176.00 MAY NCPERS PREMIUMS

\$500,00 RESIDENTIAL SOLAR REBATE

\$154.00 MILEAGE REIMB, 5/30-6/5/25

\$22,337.60 POSTAGE, BILLS, EFT ACCT. VALIDATION

\$2,557.68 MAY POWER BILL

\$500.00 RESIDENTIAL SOLAR REBATE

\$500.00 RESIDENTIAL SOLAR REBATE

\$895,35 FORKLIFT MAINT

\$122,098,26 WIRE

\$500,00 ENERGY STAR COOLING/HEATING REBATE

\$66.650.64 PH#23 PAYMENT #15

\$448,00 PROFESSIONAL SERVICES THRU 5/31/25

\$175.00 ENERGY STAR CLOTHES WASHER REBATE

\$4,992.68 WO 2899 HUSKIE 4001D POLE PULLER ASSEMBL

\$657,20 SERVICE WHPP PART 1 THRU 5/31/25

\$25,00 COMMERCIAL YW

\$290.46 LANDSCAPE MIX 50LB BAG(E)

\$6,569.00 SERVICES THRU 5/31/2025 \$577.85 MAY TRUCK TRACKING

\$650.00 ESSENTIAL+PLAN 6/1-6/30 2025

KELLEY WILLEMSSEN
DELTA DENTAL PLAN OF MN
PRINCIPAL LIFE INS. COMPANY
MINNESOTA LIFE
MN DEPT OF REVENUE ACH PAYMENTS
HEALTH PARTNERS
HEALTH EQUITY INC.
MMPA C/O AVANT ENERGY
VERIZON WIRELESS SERVICES LLC
AMERICAN NATL BANK\_MASTERCARD\_ACH
PAYROLL DIRECT DEPOSIT 06.13.25
BENEFITS & TAXES FOR 06.13.25

Total Week of 06/13/2025

\$1,608.96 REIMB, FOR SEPT.7-10 CONF. 2025 \$5,922.07 DELTA DENTAL MAY INVOICE \$5,306.48 MAY STD AND LTD PREMIUMS \$1,014.22 LIFE INS. PREMIUMS FOR MAY \$299,492.00 MAY SALES AND USE TAX \$74,223.87 JUNE INVOICE, MAY PREMIUMS \$222.00 MAY ADM. FEE \$3,417,347.24 MAY POWER BILL \$4,124.16 4/24-5/23 2025 CELL PHONE BILL \$12,502.29 MAY CREDIT CARD STMT \$141,200.06 \$140,102.90

\$5,143,671.27

WEEK OF 06/20/2025

BARR ENGINEERING CO.

LLOYD BAUL

JERRY BLOMQUIST

BORDER STATES ELECTRIC SUPPLY

CORE & MAIN LP

DITCHWITCH OF MINNESOTA

GREG DRENT

DRIVEN BRANDS

GARY FEE

FERGUSON US HOLDINGS, INC.

RYAN FISHER

FRED HOLASEK & SON, INC

JODY GLYNN

GRAINGER INC

GRAYBAR ELECTRIC COMPANY INC

BRAD GUSTAFSON

ELIZABETH HVIDSTEN

IRBY - STUART C IRBY CO

JUNK KING

LINDA LEADSTROM

MATHESON TRI-GAS INC

MID-COUNTY FABRICATING INC.

MINN VALLEY TESTING LABS INC

MMUA

RAQUEL MONTERO

GERRY NEVILLE

OFFICE OF MNIT SERVICES

PRIORITY 1 SPRINKLERS LLC

KELLIE RADEMACHER

RESCO

RW BECK GROUP, INC, LEIDOS ENG, LL

SAFELITE FULFILLMENT, INC

SCOTT COUNTY TREASURER

STAR ENERGY SERVICES

MATTHEW THOMAS

ULINE, INC.

NICY VARGHESE

WESCO RECEIVABLES CORP.

KIM M WILLIAMS

VICTORIA WRIGHT

MARK YOST

HEALTH EQUITY INC.

MINNESOTA UI

Total Week of 06/20/2025

\$1,044,00 WO#2683 TANK #9 APR-MAY 16 ENG SVCS

\$125,00 WATER SENSE TOILET REBATE

\$50.00 ENERGY STAR REBATE - PUSHMOWER

\$392,647.32 RVAC 9

\$95.75 RUBBER MTR WASHER

\$24.97 CLAMP(W)

\$360,00 PER DIEM MMPA CONF JUNE 2025

\$641,80 WO2776 TAKE 5 CARWASH REFUND

\$175,00 ENERGY STAR CLOTHES WASHER REBATE

\$21,439,87 FORD 3/4" METER HORN/FITTING

\$125,00 ENERGY STAR CLOTHES WASHER REBATE

\$10,047.98 CITY FLOWER PLANTERS

\$75,00 ENERGY STAR REBATE - PUSHMOWER

\$63.97 DOOR KNOB BAG(E)

\$2,602.75 161220 BURNDY LLC(E)

\$19.00 REIMBURSE FOR CDL

\$500.00 ENERGY STAR COOLING/HEATING REBATE

\$2,254.87 CONNECTOR 4/0

\$633,00 JUNK REMOVAL

\$25,00 ENERGY STAR REBATE - TRIMMER

\$232,29 ACETYLENE IND SZ CYLINDERS

\$2,460.11 LARGE SPOOL REELS

\$136.80 WATER TESTING COLIFORM

\$3,810,00 SUMMER CONF. GD.BC.KW.JA.SW.KM.JD

\$500.00 ENERGY STAR COOLING/HEATING REBATE

\$123.90 REIMBURSE 177 MILES

\$734.01 MAY WAN MONTHLY SERVICE

\$278.95 SERVICE CALL/RAIN SENSOR

\$125.00 ENERGY STAR REBATE - CHAINSAW

\$3.701.26 CLAMP PAR GROOVE

\$13,661,50 MAY SPU ARC FLASH/COORD STUDIES

\$373.92 CLAIM#617 / ACCT#425267

\$137,411.38 WO#2360 FINAL BILL

\$2,000.00 NOVA PORTAL 7/1/25-6/30/26 CONTRAC YR

\$500.00 ENERGY STAR COOLING/HEATING REBATE

\$98.58 KEYD LOCK 30 KEY(W)

\$150,00 ENERGY STAR DISH WASHER REBATE

\$2,601.87 HASTINGS 7545 ARM EXTENSION

\$50,00 ENERGY STAR REBATE - PUSHMOWER

\$75,00 ENERGY STAR REFRIGERATOR REBATE \$25,00 REBATE - CHAINSAW

\$192,00 DAYCARE FLEX CLAIM REIMB C.S. 6,17,25

\$4,143.20 UI BENEFITS PAID QTR 1 2025

\$606,335.05

WEEK OF 06/27/2025 ALTEC INDUSTRIES INC \$496,300.85 PLATFORM COMPONENT; TOOL APRON AMARIL UNIFORM COMPANY \$909,97 CREDIT FOR LANDENS JEANS LLOYD BAUL \$500,00 ENERGY STAR COOLING/HEATING REBATE BORDER STATES ELECTRIC SUPPLY \$115,054.96 ONE KV FUSED RVAC SCOTT BRODEN \$152,99 IRRIGATION CONTROLLERS REBATE CERTIFIED LABORATORIES \$1,251,08 AEROSOL(E) CHOICE ELECTRIC INC \$4,562.93 AMI 2472 METER SOCKET CHANGE OUT COAST TO COAST CALIBRATIONS INC. \$463.05 ENVIRONMENTAL CHAMBER, HUMIDITY DEVICE COMCAST CABLE COMM INC. \$2,29 CABLE FOR BREAKROOMS CUSTOMER CONTACT SERVICES \$929.09 ANSWERING SERVICE 6/24-7/21 2025 DAHLEN SIGN COMPANY \$151,18 50 BOTTLE LABELS FERGUSON US HOLDINGS, INC. \$1,168.53 BRS NIP GBL(W) FERRELLGAS \$814.84 PROPANE REBECCA FIEDLER \$500.00 ENERGY STAR COOLING/HEATING REBATE GRAYBAR ELECTRIC COMPANY INC \$205.03 PIPE 2" PVC BELL-END ELBOW 90 SHORT BRADLEY HARINEN \$179,10 IRRIGATION CONTROLLERS REBATE HENNEN'S AUTO SERVICE INC. \$82,52 OIL CHANGE TRUCK#618(E) INNOVATIVE OFFICE SOLUTIONS \$15.08 MAGNET HOOK INTERSTATE ALL BATTERY CTR \$20,70 LIT FLAT BUSY 16 IRBY - STUART CIRBY CO \$5,195,37 DEAD END CLAMP LORETTA LAMB \$25,00 REBATE CHAINSAW \$512.00 DEMO & CONSTR RENTAL PD 6.4.25-6.6.25 LLOYD'S CONSTRUCTION SERVICES LOFFLER COMPANIES - 131511 \$204.51 METER RENTAL JUNE CINDY MENKE \$55.21 REIMBURSE PLATES/FORKS MIDWEST SAFETY COUNS, INC. \$263.29 SAFETY GLOVES(E) MINN VALLEY TESTING LABS INC \$577.90 COLIFORM MN DEPT OF HEALTH \$30,995,46 2ND QTR 2025 COMM WATER SUP SVC CONN FEE GERRY NEVILLE \$64,40 REIMBURSE 92 MILES NOVAK COMPANIES, LLC \$339.00 SOCKETS O'REILLY AUTOMOTIVE, INC. \$37.54 MINI BULBS WATER TRUCKS #651&652 FRED OWUSU \$50,00 WATER SENSE TOILET REBATE MICHELLE PFEIFER \$25.00 REBATE FOR TRIMMER POWERS INVESTMENTS LLC \$278.00 ENERGY CONSERVATION REBATE PRIORITY 1 SPRINKLERS LLC \$21,450.00 WO#2581 BORING ZUMBRO AVE RESCO \$83.00 STRAP CONDUIT 2" 2 HOLE RIGID SCOTT COUNTY \$33,023.98 WO2899 TITLE/TABS #600 DIGGER DERRICK SCOTT COUNTY RECORDERS \$46.00 WC RELEASE IDP DEAN LAKES B1 SCOTT COUNTY TREASURER \$3,600.00 2025 NEARMAP OBLIQUES ORTHO 2025 AGREEME SENSIDYNE, LP \$7,240.13 WO 2581 CHLORINE (CI2) EC, ND 0-10.0 PPM JENNIFER SMART \$20,00 REBATE LEAFBLOWER WILLIAM SPENCE \$50.00 WATER SENSE TOILER REBATE T & R ELECTRIC SUPPLY CO INC \$21.68 PCB SAMPLE TOM KRAEMER, INC \$346.80 WO#2769 TANK SITE AMI GL923 THOMAS TRAN \$175.00 ENERGY STAR CLOTHES WASHER REBATE ULINE, INC. \$122.30 GREEN SWEEP WESCO RECEIVABLES CORP. \$4,373.31 METER SOCKET 9S 3PHASE 13 TERMINAL W/BYP WSB & ASSOCIATES INC. \$5,130,00 MAY SERVICES WO2581 CENTERPOINT ENERGY - ACH \$57.86 ACCT#5255484-7 255 SARAZIN ADDL DUE HEALTH EQUITY INC. \$193.00 DAYCARE FLEX CLAIM REIMB C.S. ZAYO GROUP, LLC \$5,542.06 JUNE T1 LINE MINNESOTA UI \$41.00 UI BENEFITS PAID QTR 1 2025 ADDL DUE PAYROLL DIRECT DEPOSIT 06 27 25 \$143,614.86 BENEFITS & TAXES FOR 06,27,25 \$142,431.08

Total Week of 06/27/2025

\$1,029,448.93

**Grand Total** 

\$8,019,345.76

Kelly Willemssen
Presented for approval by: Prector of Finance & Administration
Approved by General Manager

Approved by Commission President



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

DATE:

June 23, 2025

TO:

Greg Drent, General Manager

FROM:

Kelley Willemssen, Director of Finance & Administration &

SUBJECT:

Annual Elections for the 2025 -2026 Insurance Policy

## **Background:**

As part of the annual insurance renewal process, the Commission must determine whether to waive the statutory limit on tort liability.

# **Liability Insurance**

The Commission must select one of the following options for the statutory tort limit on liability claims:

- **1. Do not waive the statutory tort limit.** In this case, no individual will be able to recover more than \$500,000 from SPU. For accidents or incidents where multiple persons have claims against SPU, the total for all claimants will be limited to \$1,500,000.
- 2. Waive the statutory tort limit but do not purchase excess liability insurance. In this case an individual will be able to recover up to \$2,000,000 from SPU. For accidents or incidents where multiple persons have claims against SPU, the total for all claimants will still be limited to \$2,000,000.
- 3. Waive the statutory tort limit and purchase excess liability coverage. In this case an individual could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Historically, Shakopee Public Utilities has opted not to waive the limit.

### Recommendation

Motion to approve not waiving the statutory tort liability for the 2025 - 2026 insurance policy.



### LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. Email completed form to your city's underwriter, to pstech@lmc.org, or fax to 651.281.1298.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

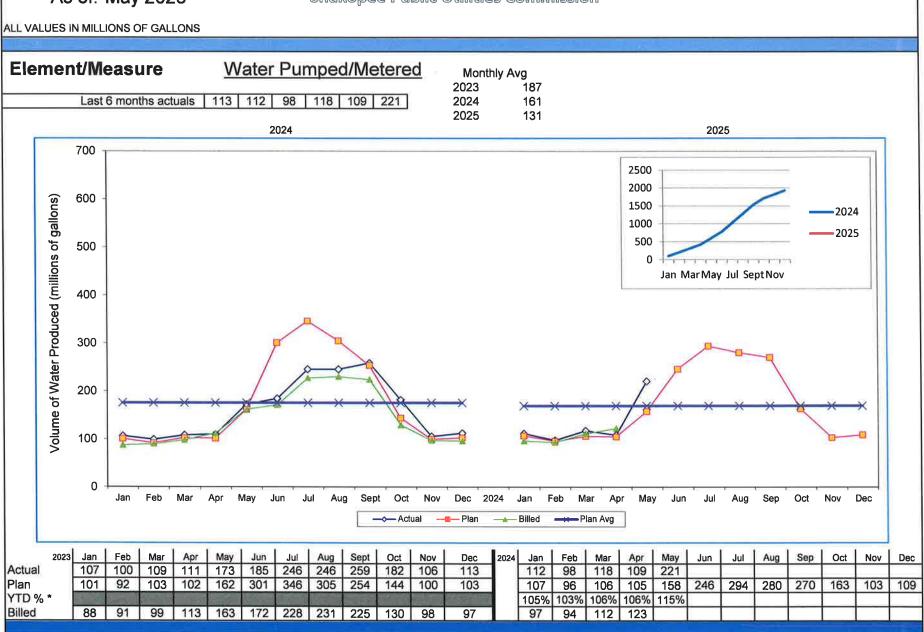
Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: Shakopee Public Utilities			
Check one:   ☑ The member DOES NOT WAIVE the monetary lime. Stat. § 466.04.	its on municipal tort liability established by		
The member <b>WAIVES</b> the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.			
Date of member's governing body meeting: 7/7/25			
Signature:	Position: Commission President		

# **Monthly Water Dashboard**

As of: May 2025

**Shakopee Public Utilities Commission** 



<sup>\*</sup> Actual gallons pumped vs. Plan

# **Proposed As Consent Item**



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

TO:

Greg Drent, General Manager

FROM:

Brad Carlson, Director of Field Operations

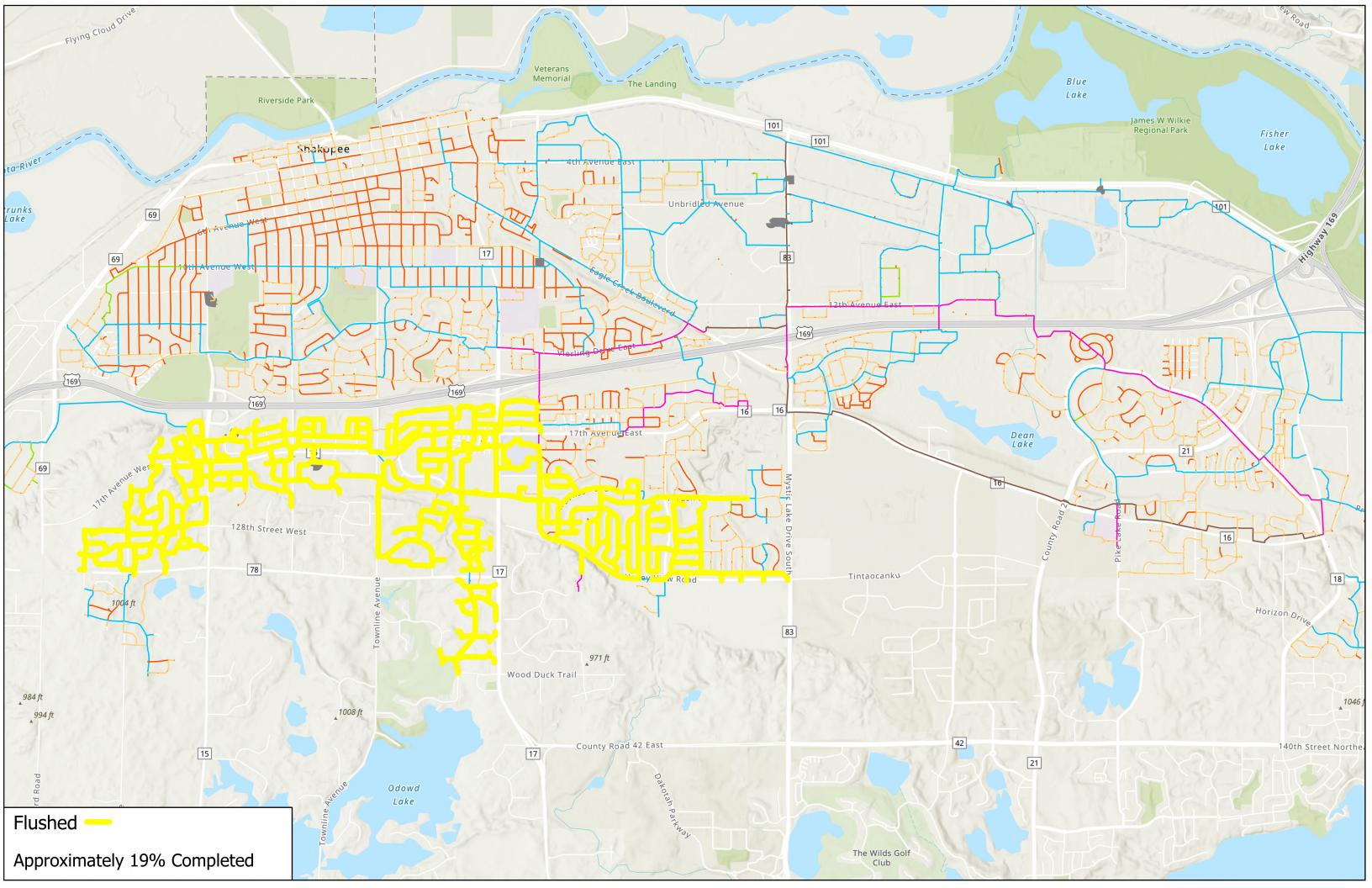
**SUBJECT:** 

**2025 Flushing Program Progress** 

DATE:

June 30, 2025

Completed flushing areas are highlighted in yellow as of June 30, 2025. Use provide link to view digital map. 2025 Water Main Flushing Map





# **Proposed As Consent Item**

3g

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

TO:

Greg Drent, General Manager

FROM:

**Brad Carlson, Director of Field Operations** 

BJC

SUBJECT:

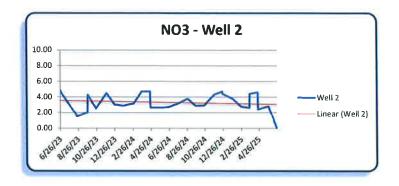
Nitrate Results - Advisory

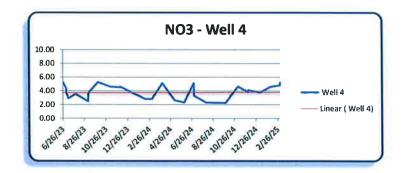
DATE:

June 30, 2025

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

	Sample	Results		
Location	Collected	Received	Results	Lab
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 11/28/23	10/26/23	2.51	MVTL
2	12/26/23	12/7/23	4.48	MVTL
2 2	12/26/23	12/27/23 2/8/24	2.96 3.00	MVTL MDH
2	1/23/24	1/29/24	2.86	MVTL
2	2/27/24	2/29/24	3.15	MVTL
2	3/25/24	4/11/24	4.70	MDH
2	4/22/24	5/8/24	4.70	MDH
2	4/23/24	4/25/24	2.65	MVTL
2	5/28/24	6/10/24	2.62	MVTL
2	6/25/24	7/24/24	2.72	MVTL
2	7/23/24	8/14/24	3.12	MVTL
2	8/27/24	10/10/24	3.78	MVTL
2	9/24/24	10/10/24	2.86	MVTL
2	10/22/24	11/4/24	2.89	MVTL
2	11/26/24	12/2/24	4.30	MVTL
2	12/24/24	12/30/24	4.41	MVTL
2	12/23/24	2/3/25	4.70	MDH
2	1/28/25	2/3/25	3.75	MVTL
2	2/25/25	3/5/25	2.74	MVTL
2 2	3/25/25	4/2/25	4.40	MVTL
2	4/22/25 3/24/25	5/2/25 5/5/25	2.41 2.60	MVTL MDH
2	4/21/25	5/8/25	4.60	MDH
2	5/27/25	5/28/25	2.78	MVTL
2	6/24/2025	6/30/2025	<0.05	MVTL
-	0/2-1/2020	GroorEdEd	10.00	1817 12
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 11/7/23	10/12/23 11/9/23	5.26 4.59	MVTL 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	3/4/24	4/25/24	2.80	MDH
4	3/5/24	3/11/24	2.95	MVTL
4	4/2/24	4/3/24	5.10	MVTL
4	5/7/24	5/9/24	2.63	MVTL
4	6/4/24	6/20/24	2.30	MVTL
4	7/1/24	7/24/24	5.10	MDH
4	7/2/24	7/24/24	3.26	MVTL
4	8/6/24	8/14/24	2.30	MVTL
4	9/3/24	9/10/24	2.26	MVTL
4	10/1/24	10/10/24	2.24	MVTL
4	11/5/24 12/3/24	11/13/24 12/12/24	4.62 3.84	MVTL MVTL
4	12/3/24	12/12/24	4.10	MDH
4	1/7/25	2/3/25	3.76	MVTL
4	2/4/25	2/14/25	4.58	MVTL
4	3/4/25	4/2/25	4.81	MVTL
4	3/4/25	4/2/25	5.20	MDH

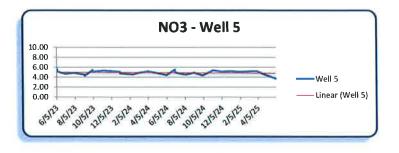


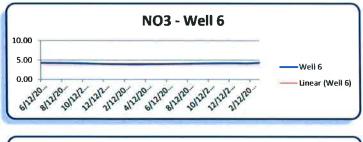


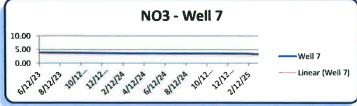
Results

Sample

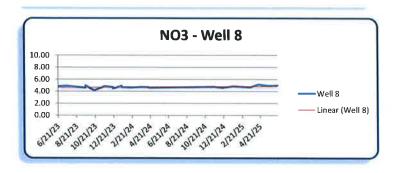
	Sample	Results		
Location	Collected	Received	Results	Lab
5	6/5/23	7/19/23	5.60	MDH
5	6/6/23	6/12/23	5.13	MVTL
5	7/5/23	7/19/23	4.67	MVTL
5	7/11/23	7/14/23	4.75	MVTL
5	8/1/23	8/7/23	4.87	MVTL
5	9/5/23	9/14/23	4.50	MVTL
5	9/6/23	10/26/23	4.30	MDH
5	10/2/23	11/2/23	5.40	MDH
5	10/3/23	10/12/23	5.08	MVTL
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
5	4/1/24	4/25/24	5.10	MDH
5	4/2/24	4/3/24	5.19	MVTL
5	5/7/24	5/9/24	4.82	MVTL
5	6/4/24	6/20/24	4.41	MVTL
5	7/1/24	7/24/24	5.50	MDH
5	7/2/24	7/24/24	4.95	MVTL
5	8/6/24	8/14/24	4.49	MVTL
5	9/3/24	9/10/24	4.92	MVTL
5	10/1/24	10/10/24	4.34	MVTL
5	11/5/24	11/13/24	5.36	MVTL
5	12/3/24	12/12/24		MVTL
			5.11	
5	1/6/25	2/3/25	5.20	MDH
5	1/7/25	2/3/25	5.18	MVTL
5	1/6/25	3/5/25	5.20	MDH
5	2/4/25	2/14/25	5.06	MVTL
5	3/4/25	4/2/25	5.16	MVTL
5	4/1/25	5/2/25	5.19	MVTL
5	5/6/25	5/28/25	4.33	MVTL
5		6/30/25	3.71	MVTL
э	6/3/25	0/30/23	3./1	MVIL
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
6	3/11/2024	4/25/24	3.90	MDH
6	12/11/24	12/31/24	4.20	MDH
6	2/4/25	2/14/25	4.15	MVTL
6	3/11/25	4/2/25	4.30	MDH
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
7	3/11/24	4/25/24	3.60	MDH
7	2/4/25	2/14/25	3.54	MVTL
7	3/11/25	4/2/25	3.30	
,	3/11/23	412123	3.30	MDH

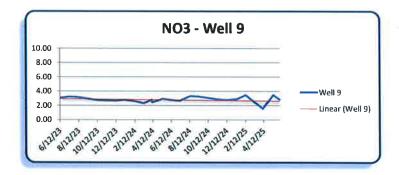






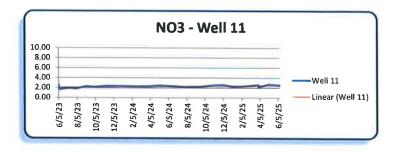
4:	Sample Collected	Results	Decette	
Location	Collected	Received	Results	Lab
8	6/21/23	9/27/23	4.80	MDH
8	7/18/23	7/20/23	4.90	MVTL
8	8/15/23 9/18/23	8/16/23 10/26/23	4.74 4.60	MVTL
8	9/19/23	9/27/23	4.80	MDH MVTL
8	10/17/23	10/26/23	4.14	MVTL
8	11/21/23	12/7/23	4.84	MVTL
8	12/18/23	2/8/24	4.70	MDH
8	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 3/19/24	2/22/24 3/25/24	4.65 4.72	MVTL MVTL
8	4/15/24	5/8/24	4.70	MDH
8	4/16/24	4/25/24	4.61	MVTL
8	7/16/24	7/24/24	4.68	MVTL
8	11/19/24	11/21/24	4.76	MVTL
8	12/17/24	12/23/24	4.61	MVTL
8	1/21/25	2/3/25	4.83	MVTL
8	2/18/25 3/18/25	2/19/25 4/2/25	4.76	MVTL
8	4/15/25	5/2/25	4.68 5.12	MVTL MVTL
8	5/20/25	5/28/25	4.93	MVTL
8	6/17/25	6/30/25	4.97	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 9	11/14/23 12/12/23	11/20/23 12/13/23	2.70 2.68	MVTL 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
9	4/8/24	4/25/24	2.80	MDH
9	4/9/24	4/10/24	2.43	MVTL
9	5/14/24	5/29/24	2.93	MVTL
9	6/11/24 7/9/24	6/20/24 8/14/24	2.77 2.68	MVTL MVTL
9	8/13/24	8/23/24	3.31	MVTL
9	9/10/24	10/10/24	3.25	MVTL
9	11/12/24	11/14/24	2.86	MVTL
9	12/10/24	12/12/24	2.77	MVTL
9	1/14/25	2/3/25	2.91	MVTL
9	2/11/25	2/14/25	3.45	MVTL
9	4/8/25 4/7/25	5/2/25 5/2/25	1.55 1.60	MVTL
9	5/13/25	5/28/25	3.47	MDH MVTL
9	6/3/25	6/30/25	2.83	MVTL
10	4/17/12	4/20/12	< 1.00	TCWC
10	1/21/14	1/29/14	< 1.00	TCWC
10	3/25/14	4/1/14	3.61	MVTL
10	4/23/14	5/7/14	< 0.20	MVTL
10	4/23/14	6/16/14	< 0.05	MDH
10 10	6/16/15	6/26/15	< 0.05	MVTL
10	4/11/17 1/8/19	4/17/17 1/14/19	< 0.05 < 0.05	MVTL 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
10	2/4/25	2/14/25	< 0.05	MVTL

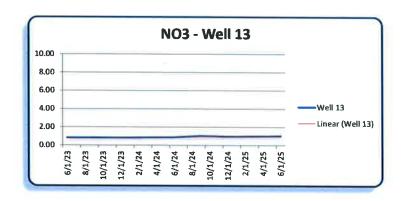




Shakopee Public Utilities Commission Water Department Nitrate Results Reported in mg/L

	Sample	Results		
Location	Collected	Received	Results	Lab
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
11	4/1/24	4/25/24	2.30	MDH
11	4/2/24	4/3/24	2.29	MVTL
11	5/7/24	5/9/24	2.46	MVTL
11	6/4/24	6/20/24	2.36	MVTL
11	7/2/24	7/24/24	2.30	MVTL
11	8/6/24	8/14/24	2.15	MVTL
11	9/3/24	9/10/24	2.19	MVTL
11	10/1/24	10/10/24	2.32	MVTL
11	11/5/24	11/13/24	2.51	MVTL
11	12/3/24	12/12/24	2.58	MVTL
11	1/7/25	2/3/25	2.26	MVTL
11	2/11/25	2/14/25	2.34	MVTL
11	4/1/25	5/2/25	2.58	MVTL
11	4/1/25	5/2/25	2.20	MDH
11	5/6/25	5/28/25	2.69	MVTL
11	6/10/25	6/30/25	2.51	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 12	3/23/22	4/6/22	0.48	MVTL
12	6/14/22 9/13/22	6/23/22	0.49	MVTL
12	12/13/22	9/21/22	0.46	MVTL
12	6/10/25	12/14/22 6/30/25	0.46	MVTL MVTL
12	0/10/23	0/30/23	0.51	MVIL
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
13	6/4/24	6/20/24	88.0	MVTL
13	9/10/24	10/10/24	1.03	MVTL
13	12/3/24	12/12/24	0.97	MVTL
13	6/3/25	6/30/25	1.03	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

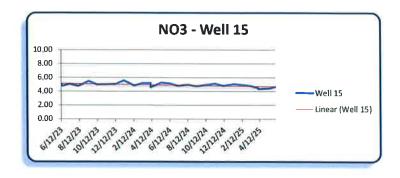


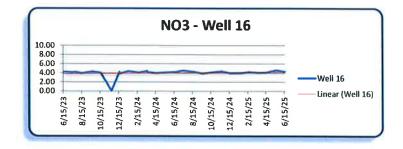


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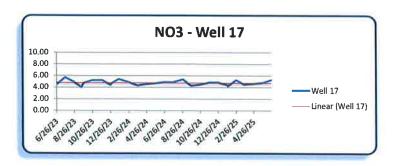
Sample

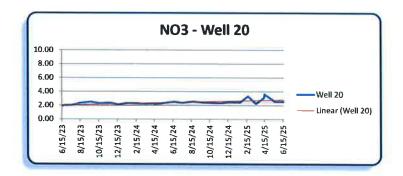
	Sample	Results			
Location	Collected	Received		Results	Lab
15	6/12/23	7/19/23		5.10	MDH
15	6/15/23	6/22/23		4.77	MVTL
15	7/11/23	7/14/23		5.07	MVTL
15	8/8/23	8/10/23		4.77	MVTL
15	9/12/23	9/14/23		5.47	MVTL
15	10/10/23	10/12/23		5.00	MVTL
15	11/14/23	11/20/23		5.03	MVTL
15	12/12/23	12/13/23		5.04	MVTL
15	1/9/24				
15		1/24/24		5.56	MVTL
	2/13/24	2/22/24		4.84	MVTL
15	3/12/24	3/14/24		5.19	MVTL
15	4/8/24	4/25/24		5.20	MDH
15	4/9/24	4/10/24		4.60	MVTL
15	5/14/24	5/29/24		5.25	MVTL
15	6/11/24	6/20/24		5.15	MVTL
15	7/9/24	8/14/24		4.82	MVTL.
15	8/13/24	8/23/24		4.97	MVTL
15	9/10/24	10/10/24		4.76	MVTL
15	11/12/24	11/14/24		5.12	MVTL
15	12/10/24	12/12/24		4.82	MVTL
15	1/14/25	2/3/25		5.06	MVTL
15	2/11/25	2/14/25		4.96	MVTL
15	3/10/25	4/2/25		4.81	MVTL
15	4/8/25	5/2/25		4.34	MVTL
15	4/7/25	5/2/25		4.50	MDH
15	5/13/25	5/28/25		4.43	MVTL
15	6/3/25	6/30/25		4.43	MVTL
13	0/3/23	0/30/23		4.07	MVIL
16 16 16 16	6/15/23 6/21/23 7/18/23 7/24/23 8/15/23	6/22/23 9/27/23 7/20/23 8/10/23 8/16/23		4.14 4.20 4.10 4.20 3.92	MVTL MDH MVTL MDH 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	3/18/24	4/11/24		4.40	MDH
16	3/19/24	3/25/24		4.18	MVTL
16	4/16/24	4/25/24		3.96	MVTL
16	5/21/24	5/29/24		4.11	MVTL
16	6/18/24	6/26/24		4.18	MVTL
16	7/16/24	7/24/24		4.52	MVTL
16	7/16/24	8/14/24		4.50	MDH
16	8/20/24	8/28/24		4.24	MVTL
16	9/17/24	10/10/24		3.89	MVTL
16	11/19/24	11/21/24		4.36	MVTL
16	12/17/24	12/23/24		3.94	MVTL
16	12/16/24	12/31/24		4.00	MDH
16	1/21/25	2/3/25		3.96	MVTL
16	2/18/25	2/19/25		4.19	MVTL
16	3/18/25	4/2/25		4.06	MVTL
16	3/17/25	4/2/25		4.10	MDH
16	4/15/25	5/2/25		4.11	MVTL
16	5/20/25	5/28/25		4.60	MVTL
16	6/17/25	6/30/25		4.28	MVTL



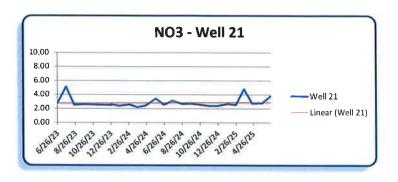


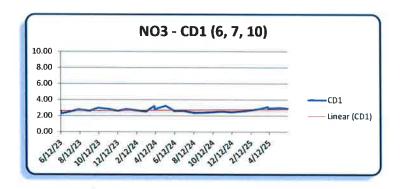
Location	Sample Collected	Results Received	Results	Lab
17	éineina	0/07/02	4.00	MDU
17	6/26/23 6/27/23	9/27/23 6/30/23	4.80 4.55	MDH MVTL
17	7/25/23	7/31/23	5.69	MVTL
17	8/22/23	10/4/23	4.98	MVTL
17	9/18/23	10/26/23	4.00	MDH
17	9/25/23	10/26/23	4.70	MDH
17 17	9/26/23 10/24/23	10/4/23 10/26/23	4.74	MVTL
17	11/28/23	12/7/23	5.20 5.20	MVTL 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
17	3/26/24	4/1/24	4.30	MVTL
17 17	4/23/24 5/28/24	4/25/24 6/10/24	4.57 4.73	MVTL MVTL
17	6/25/24	7/24/24	4.73	MVTL
17	7/23/24	8/14/24	4.88	MVTL
17	8/27/24	10/10/24	5.37	MVTL
17	9/24/24	10/10/24	4.27	MVTL
17	10/22/24	11/4/24	4.45	MVTL
17	11/26/24	12/2/24	4.86	MVTL
17 17	12/24/24 1/28/25	12/30/24 2/3/25	4.87 4.22	MVTL MVTL
17	1/27/25	2/14/25	4.40	MDH
17	2/25/25	3/5/25	5.26	MVTL
17	3/25/25	4/2/25	4.52	MVTL
17	5/27/25	5/28/25	4.81	MVTL
17	6/24/25	6/30/25	5.27	MVTL
20	6/15/23	6/22/23	1.86	MVTL
20 20	6/21/23	7/19/23	2.00	MDH
20	7/18/23 8/15/23	7/20/23 8/16/23	2.03 2.34	MVTL 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 20	1/16/24 2/20/24	1/24/24 2/22/24	2.33	MVTL
20	3/19/24	2/22/24 3/25/24	2.29 2.23	MVTL MVTL
20	4/15/24	5/8/24	2.30	MDH
20	4/16/24	4/25/24	2.15	MVTL
20	5/21/24	5/29/24	2.37	MVTL
20	6/18/24	6/26/24	2.52	MVTL
20	7/16/24	7/24/24	2.39	MVTL
20 20	8/20/24 9/17/24	8/28/24 10/10/24	2.55 2.45	MVTL MVTL
20	11/19/24	11/21/24	2.43	MVTL
20	12/17/24	12/23/24	2.47	MVTL
20	1/24/25	2/3/25	2.43	MVTL
20	2/19/25	2/19/25	3.30	MVTL
20	3/18/25	4/2/25	2.24	MVTL
20 20	4/15/25	5/2/25	3.61	MVTL
20 20	4/14/25 5/20/25	5/6/25 5/28/25	3.10 2.56	MDH MVTL
20	6/17/25	6/30/25	2.54	MVTL
	3,,,,20	J, JUILO	2.07	1414 IE

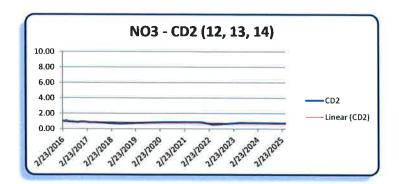




Location	Sample Collected	Results Received	Results	Lab	
21	6/26/23	7/19/23	2.90	MDH	
21	6/26/23	9/27/23	2.80	MDH	
21	6/27/23	6/30/23	2.91	MVTL	
21	7/25/23	7/31/23	5.09	MVTL	
21	8/22/23	10/3/23	2.53	MVTL	
21 21	9/25/23 9/26/23	10/26/23 10/3/23	2.60 2.60	MDH MVTL	
21	12/26/23	12/27/23	2.50	MVTL	
21	12/26/23	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	
21 21	3/26/24 4/22/24	4/1/24	2.20	MVTL	
21	4/23/24	5/8/24 4/25/24	2.40 2.44	MDH MVTL	
21	5/28/24	6/10/24	3.44	MVTL	
21	6/25/24	7/24/24	2.56	MVTL	
21	7/23/24	8/14/24	3.14	MVTL	
21	8/27/24	10/10/24	2.67	MVTL	
21 21	9/24/24 10/22/24	10/10/24 11/4/24	2.72 2.57	MVTL	
21	11/26/24	12/2/24	2.38	MVTL MVTL	
21	12/24/24	12/30/24	2.38	MVTL	
21	1/28/25	2/3/25	2.66	MVTL	
21	2/25/25	3/5/25	2.53	MVTL	
21	3/25/25	4/2/25	4.80	MVTL	
21 21	4/22/25 4/21/25	5/2/25 5/8/25	2.75 2.80	MVTL	
21	5/27/25	5/28/25	2.83	MDH MVTL	
21	6/24/25	6/30/25	3.78	MVTL	
			scharge - Wells		
CD 1 CD 1	6/12/23 6/15/23	7/19/23	2.60	MDH	
CD 1	7/11/23	6/22/23 7/14/23	2.26 2.51	MVTL 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 CD 1	11/14/23 12/12/23	11/20/23	2.83	MVTL	
CD 1	1/9/24	12/13/23 1/24/24	2.62 2.83	MVTL MVTL	
CD 1	3/12/24	3/14/24	2.54	MVTL	
CD 1	4/8/24	4/25/24	3.20	MDH	
CD 1	4/9/24	4/10/24	2.82	MVTL	
CD 1 CD 1	5/14/24 6/11/24	5/29/24 6/20/24	3.23 2.60	MVTL	
CD 1	7/9/24	8/14/24	2.61	MVTL MVTL	
CD 1	8/13/24	8/23/24	2.35	MVTL	
CD 1	9/10/24	10/10/24	2.38	MVTL	
CD 1	11/12/24	11/14/24	2.53	MVTL	
CD 1 CD 1	12/10/24 1/14/25	12/12/24 2/3/25	2.44 2.57	MVTL MVTL	
CD 1	3/10/25	4/2/25	2.86	MVTL	
CD1	4/8/25	5/2/25	2.92	MVTL	
CD1	4/7/25	5/2/25	3.10	MDH	
CD1	5/13/25	5/28/25	3.00	MVTL	
CD1	6/10/25	6/30/25	2.91	MVTL	
		Combined Dis	scharge - Wells	s 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 CD 2	4/12/2016 5/10/2016	4/19/2016	1.07	MVTL	
CD 2	5/10/2016	5/16/2016 6/2/2016	0.98 0.97	MVTL MDH	
CD 2	7/12/2016	7/18/2016	0.93	MVTL	
CD 2	10/11/2016	10/17/2016	0.87	MVTL	
CD 2	11/8/2016	11/17/2016	0.91	MVTL	
CD 2 CD 2	1/10/2017	1/20/2017	0.92	MVTL	
CD 2	4/11/2017 6/8/2017	4/17/2017 6/28/2017	0.85 0.86	MVTL 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	







MVTL = Minnesota Valley Testing Laboratories

MDH = Minnesota Department of Health

TCWC = Twin City Water Clinic

# MN Department of Health 800-818-9318

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

Location CD 2	Sample Collected 6/5/2023	Results Received 7/19/2023	Results 0.79	Lab MDH
CD 2	4/14/2025	5/6/2025	0.74	MDH
CD 2	4/15/2024	5/8/2024	0.75	MDH

MVTL = Minnesota Valley Testing Laboratories

MDH = Minnesota Department of Health
TCWC = Twin City Water Clinic



# Proposed As Consent Item

3h

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

To:

**SPU Commissioners** 

From:

Greg Drent, General Manager

Date:

June 25, 2025

Subject:

MMPA June 2025 Meeting Update

The Board of Directors of the Minnesota Municipal Power Agency (MMPA) met on June 24, 2025, at Chaska City Hall in Chaska, Minnesota, and via videoconference.

The Board reviewed the Agency's financial and operating performance for May 2025.

Participation in the residential Clean Energy Choice program increased by 71 customers. Customer penetration for the program is 6.4%.

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

The Board discussed the Minnesota 2025 Legislative Session.

**Thanks** 

# **RESOLUTION #2025-17**

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

# HIGHVIEW PARK 5<sup>TH</sup> ADDITION

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

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

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

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

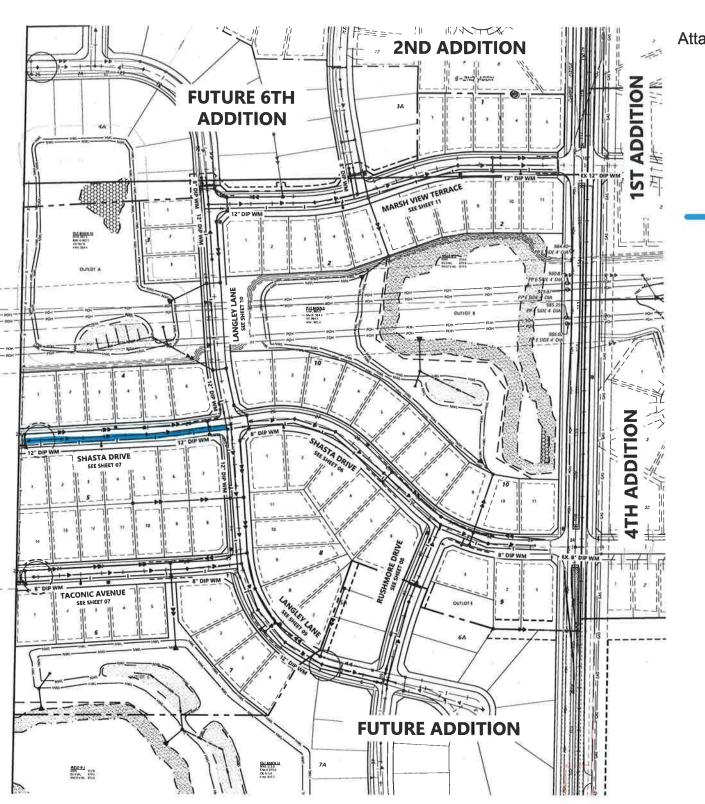
NOW THEREFORE, BE IT RESOLVED, that the total amount of the oversizing to be paid by the Shakopee Public Utilities Commission is approved in the amount of approximately \$31,833.39, and

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

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

Passed in regular session of the Shakopee Public Utilities Commission, this 7<sup>th</sup> day of July, 2025.

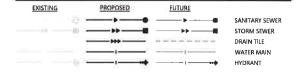
	Commission President: BJ Letourneau
ATTEST:	
Commission Secretary: Greg Drent	



Attachment to Resolution #2025-17

8" to 12" Oversizing

## **OVERALL UTILITY LEGEND**



# **RESOLUTION #2025-18**

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

# HIGHVIEW PARK 5<sup>TH</sup> ADDITION

Block 1, Lots 1-5; Block 2, Lots 1-11; Block 3, Lots 1-3; Block 4, Lots 1-6; Block 5, Lots 1-14; Block 6, Lots 1-5; Block 7, Lots 1-4; Block 8, Lots 1-11; Block 9, Lots 1-3; Block 10, Lots1-11; Outlot A; Outlot B; Outlot C

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

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

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

NOW THEREFORE, BE IT RESOLVED, that the amount of the Trunk Water Charge is determined to be \$122,242.56 based on 21.12 net acres, and that collection of the Trunk Water Charge is one of the requirements to be completed prior to City water service being made available to that certain property described as:

# HIGHVIEW PARK 5<sup>TH</sup> ADDITION

Block 1, Lots 1-5; Block 2, Lots 1-11; Block 3, Lots 1-3; Block 4, Lots 1-6; Block 5, Lots 1-14; Block 6, Lots 1-5; Block 7, Lots 1-4; Block 8, Lots 1-11; Block 9, Lots 1-3; Block 10, Lots1-11; Outlot A; Outlot B; Outlot C

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

Passed in regular session of the Shakopee Public Utilities Commission, this 7th day of July, 2025.

	Commission President: BJ Letourneau
ATTEST:	
Commission Secretary: Greg Drent	



Shakopee Public Utilities

# Proposed As Consent Item

3k

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# SHAKOPEE PUBLIC UTILITIES MEMORANDUM

TO:

Greg Drent, General Manager

Joseph Adams, Engineering Director

FROM:

Ryan Halverson, Water Engineering Supervisor

SUBJECT:

Tank 9 Utility Facilities Easement Agreement

DATE:

July 7, 2025

## **ISSUE**

Staff seeks Commission approval for execution of a Utility Facilities Easement Agreement with the City of Shakopee for the Tank 9 project.

## **BACKGROUND**

As part of the building permit approval process, the City of Shakopee requires execution of a Utility Facilities Easement Agreement (see attached Utility Facilities Easement Agreement). The easement agreement requires SPU to provide perpetual inspection and maintenance of the stormwater facilities being proposed with the Tank 9 project.

The easement agreement ensures that the City can maintain critical stormwater infrastructure, even if privately held, to ensure long-term system performance and environmental compliance with MPCA and EPA stormwater regulations.

## DISCUSSION

In the agreement, SPU grants the City a perpetual easement across portions of our Tank 9 site at 1415 Wood Duck Trail, for the purpose of accessing, constructing, and maintaining stormwater utility infrastructure.

SPU is required to construct stormwater infrastructure per the approved construction plans, perform regular inspections (at least annually), maintenance, and cleaning as necessary and submit annual reports to the City, maintain original design volumes and configurations of stormwater systems and address and resolve facility failures prior to reporting.



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If SPU fails to conduct inspections, submit annual reports or maintain the stormwater facilities, the City and its representatives are authorized to enter the property to inspect, maintain, construct, operate, or repair the stormwater facilities. Additionally, the agreement provides mechanisms that the City may recover reasonable costs incurred by the City for corrective actions, up to and including assessments, tax lien and legal enforcement.

## **FUNDING**

There is no direct cost associated with approving this agreement. SPU water staff will inspect, report and maintain the stormwater facilities. This is anticipated to be covered by the general operating fund. Any significant maintenance or repairs would be brought back to the SPU Commission for consideration.

# REQUESTED ACTION

Staff is requesting that the Commission approve the execution of the Utility Facilities Easement Agreement for the Tank 9 project with the City of Shakopee.

## UTILITY FACILITIES EASEMENT AGREEMENT

THIS UTILITY FACILITIES EASEMENT AGREEMENT (this "Easement Agreement") is given on July 7, 2025 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: B.J. Letourneau Title: President
	By: Name: Greg Drent Title: Utilities Manager
STATE OF MINNESOTA ) ) ss. COUNTY OF SCOTT )	
by B.J. Letourneau, the President,	nowledged before me this day of, 2025 and by Greg Drent, the Utilities Manager, both of the Shakopea inicipal utility commission under the laws of Minnesota, by another.
Notary Public	
THIS INSTRUMENT WAS DRACITY of Shakopee Public Works Department 485 Gorman Street Shakopee, MN 55379 (952) 233-9369	AFTED BY:
For City use only:	
Planning File #	
Date of Council approval	

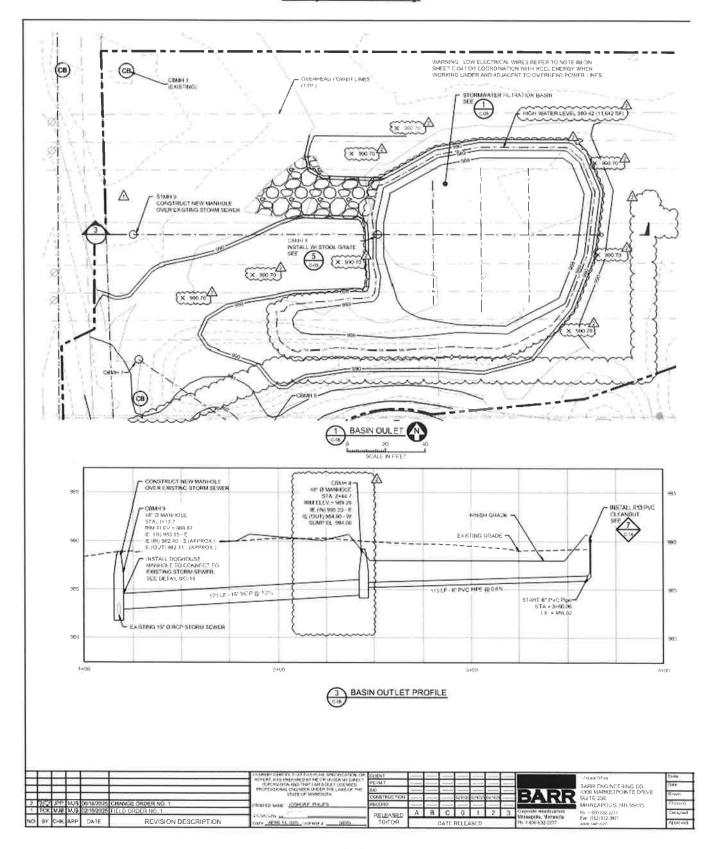
### **EXHIBIT A**

### Description of Parcel

Lot 1, Block 1, Maple Trail Estates 1st Addition, according to the recorded plats thereof, Scott County, Minnesota.

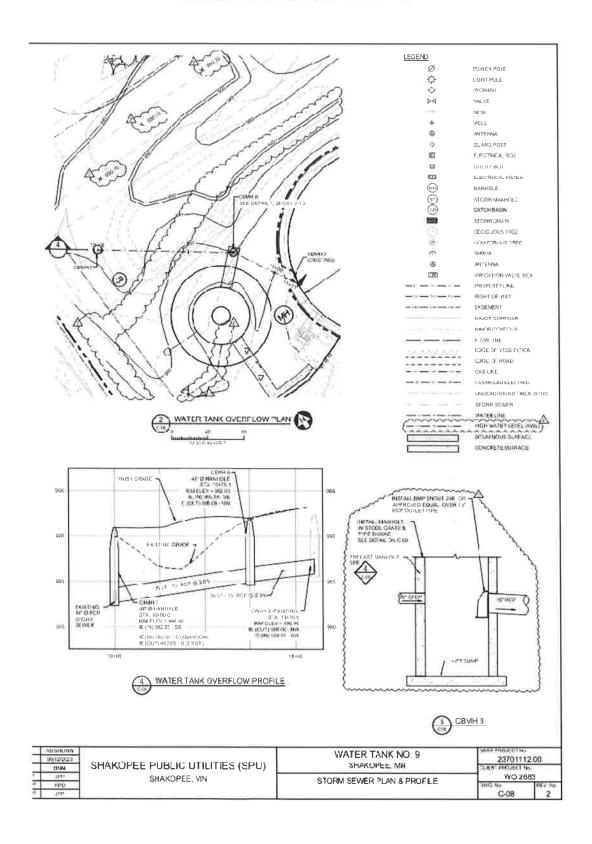
### **EXHIBIT B**

### **Utility Facilities Map**



### **EXHIBIT B**

### Utility Facilities Map (Continued)



### **EXHIBIT C**

Annual Inspection Report	Inspection Year:		
Name of Site:	Address:		
Inspector:	Company:		
Signature:	Phone:		
Send Report to: City of Shakopee, Public Works – Engi 485 Gorman Street, Shakopee 55379 phone: 952.233.9369 email: en	ineering, ngineering@shakopee	emn.gov	
iltration Facility No. 1 – Operation and	Maintenance	Checklist	
Maintenance Item (frequency of inspections and maintenance)	Satisfactory / Unsatisfactory	Comments	
1. Debris Cleanout (Monthly)	A CONTRACTOR		
Contributing drainage areas and facilities clean of litter and vegetative debris			
No dumping of yard waste into facility			
Bioretention area clean of litter and vegetative debris			
2. Vegetation (Monthly)			
Plant height taller than design water depth			
Fertilized per O & M plan			
Plant composition according to O & M plan			
Adequate vegetation density			
Undesirable vegetation removed			
Grass height less than 6 inches			
Mulch layer adequate			
No evidence of erosion			
3. Check Dams/Energy Dissipators/Sumps (	(Annually, After M	ajor Storms)	
No evidence of sediment buildup			
Rip Rap in place and no missing rock			
Bioretention/Filtration Facitlity Operation, Ma	aintenance, and M	anagement Inspection Checklist	

Filtration Facility No. 1 – Operation and Maintenance Checklist (continued)

iltration Facility No. 1 – Operation and	iviaintenance C	necklist (continued)
Maintenance Item (frequency of inspections and maintenance)	Satisfactory / Unsatisfactory	Comments
Sumps should not be more than 50% full of sediment		
No evidence of erosion at downstream toe of drop structure		
4. Sediment Deposition (Annually)		
Pretreatment areas clean of sediments		
Contributing drainage area stabilized and clear of erosion		
No evidence of surface clogging		
Winter sand deposition evacuated every spring		
5. Outlet/Overflow Spillway (Annually, After I	Major Storms)	
Good condition, no need for repair		
No evidence of erosion		
No evidence of any blockages		
6. Integrity of Filter Bed (Annually)		
Facility has not been blocked or filled inappropriately		
Comments:	4	_
Actions to be taken:		
Bioretention/Filtration Facility Operation, Mai	ntenance, and Ma	nagement Inspection Checklist

#### RESOLUTION #2025-19

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

### BLUFF VIEW - Phase 1

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

WHEREAS, the pipe sizes require for that project have been approved as shown on the engineering drawing by WESTWOOD PROFESSIONAL SERVICES, INC., and

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

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

NOW THEREFORE, BE IT RESOLVED, that the total amount of the oversizing to be paid by the Shakopee Public Utilities Commission is approved in the amount of approximately \$42,489.97, and

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

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

Passed in regular session of the Shakopee Public Utilities Commission, this 7<sup>th</sup> day of July, 2025.

	Commission President: BJ Letourneau
ATTEST:	
Commission Secretary: Greg Drent	

### **ATTACHMENT TO RESOLUTION 2025-19**

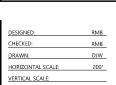
### **UTILITY LEGEND**

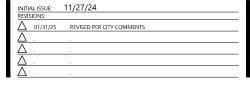


### **GENERAL UTILITY NOTES**

- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OF ANY DIFFERENCES.
- 2. UNLESS OTHERWISE NOTED, ALL MATERIALS, CONST. TECHNIQUES AND TESTING SHALL CONFORM TO THE 2013 ED. OF THE "STANDARD UTILITIES SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION BY THE CITY PENGINEERING ASSOCIATION OF MINN." AND TO THE "STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION" MINN. DEPT. OF TRANS., AUGUST 31, 2016 INCLUDING THE CURRENT ADDENDUM. THE CONTRACTOR SHALL BE REQUIRED TO FOLLOW ALL PROCEDURES AS OUTLINED BY THE LOCAL AGENCY.
- 3. THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS FOR ALL WORK OUTSIDE OF THE PROPERTY LIMITS.
- 4. VERIFY EXISTING INVERT LOCATION & ELEVATION PRIOR TO BEGINNING CONSTRUCTION.
- 5. THE CONTRACTOR SHALL CONTACT "GOPHER STATE ONE CALL" FOR FOR UTILITY LOCATIONS PRIOR TO UTILITY INSTALLATION.

# 200'-0" NOT FOR CONSTRUCTION MIN H5.





SEE SHEET

PREPARED FOR:

SUMMERGATE COMPANIES LLC

17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

SEE SHEET 17-

SEE SHEET 19

I HEBERY CERTIFY THAT THIS FLAN INES PREADED BY ME OR INDER MY DIBECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA RYAN M. BLUHM

DATE: 01/31/25 LICENSE NO. 41257

BLUFF VIEW
SHAKOPEE, MN

WARNING!!
HIGH PRESSURE PIPELINE!

XCAVATION AND/OR CONSTRUCTIO

PROHIBITED WITHOUT WRITTEN

PERMISSION FROM:

XCEL ENERGY INC.

CONTACT PETE CLUEVER

**WARNING!!** 

HIGH PRESSURE PIPELINE!

KCAVATION AND/OR CONSTRUCTIC

PROHIBITED WITHOUT WRITTEN
PERMISSION FROM:

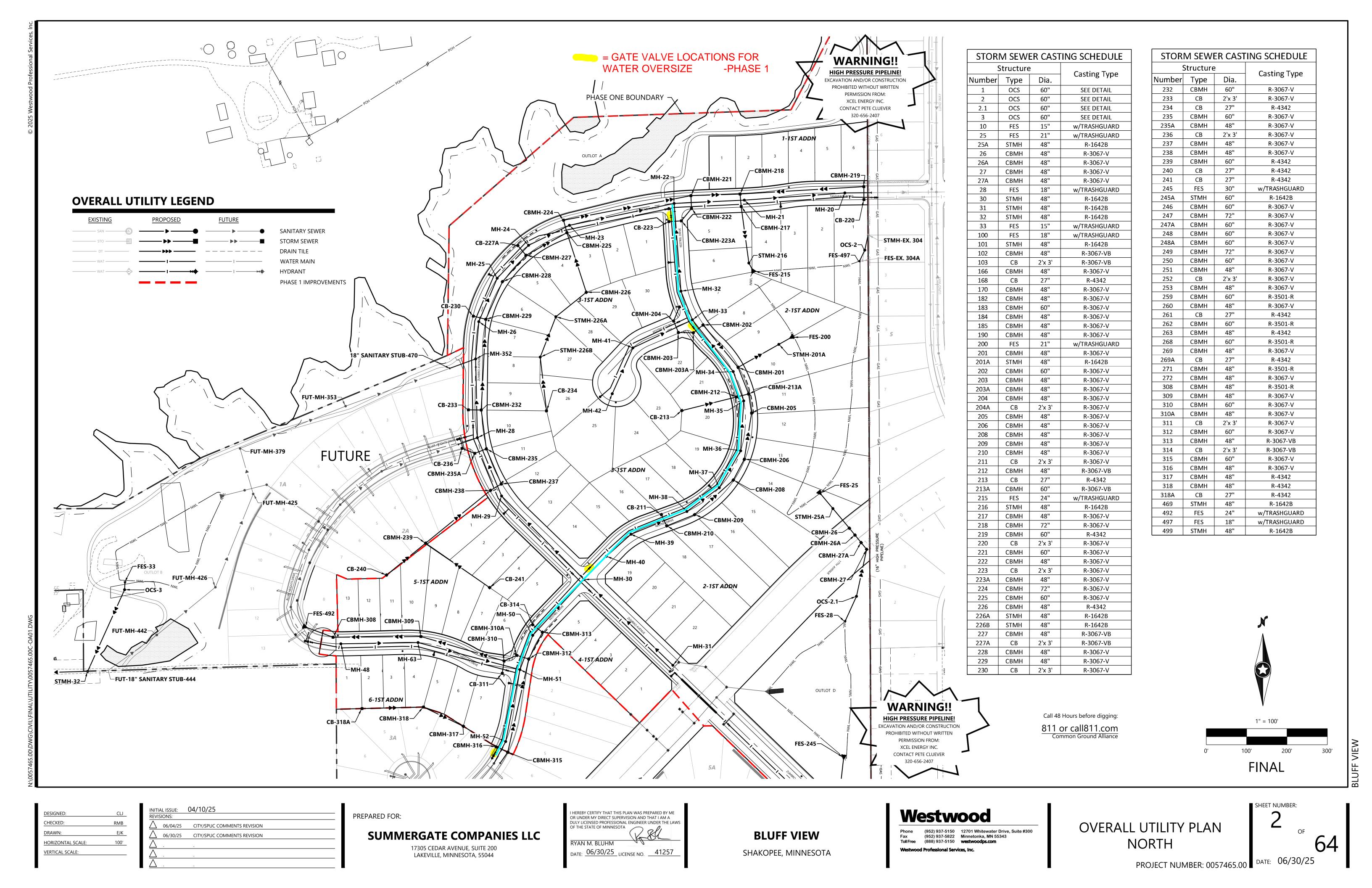
XCEL-ENERGY INC.

CONTACT PETE CLUEVER



OVERALL PRELIMINARY UTILITY PLAN SHEET NUMBER: 16

PROJECT NUMBER: 0057465.00 DATE: 01/31/25



### Proposed As Consent Item

### **RESOLUTION #2025-20**

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

#### **BLUFF VIEW - Phase 1**

LOTS 1-6 BLOCK 1-1ST ADDN, LOTS 1-22 BLOCK 2-1ST ADDN, LOTS 1-30 BLOCK 3-1ST ADDN, LOTS 1-5 BLOCK 4-1ST ADDN, LOTS 1-13 BLOCK 5-1ST ADDN, LOTS 1-7 BLOCK 6-1ST ADDN, LOT 1 BLOCK 7-1ST ADDN, LOTS 1-13 BLOCK 8-1ST ADDN, LOTS 1-23 BLOCK 9-1ST ADDN, AND LOTS 1-12 BLOCK 10-1ST ADDN.

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

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

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

NOW THEREFORE, BE IT RESOLVED, that the amount of the Trunk Water Charge is determined to be \$194,650.44 based on 33.63 net acres, and that collection of the Trunk Water Charge is one of the requirements to be completed prior to City water service being made available to that certain property described as:

### **BLUFF VIEW - Phase 1**

LOTS 1-6 BLOCK 1-1ST ADDN, LOTS 1-22 BLOCK 2-1ST ADDN, LOTS 1-30 BLOCK 3-1ST ADDN, LOTS 1-5 BLOCK 4-1ST ADDN, LOTS 1-13 BLOCK 5-1ST ADDN, LOTS 1-7 BLOCK 6-1ST ADDN, LOT 1 BLOCK 7-1ST ADDN, LOTS 1-13 BLOCK 8-1ST ADDN, LOTS 1-23 BLOCK 9-1ST ADDN, AND LOTS 1-12 BLOCK 10-1ST ADDN

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

Passed in regular session of the Shakopee Public Utilities Commission, this 7th day of July, 2025.

	Commission President: BJ Letourneau
ATTEST:	
Commission Secretary: Greg Drent	







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

DATE:

July 1, 2025

TO:

Commissioners

FROM:

Greg Drent, General Manager

Subject:

**Phased Retirement** 

SPU received a written request for phased retirement from Sheri Bergeland, one of SPU's Customer Service Representatives. Sheri is in good standing with SPU and has been with the utility for 11 ½ years in her current role. The phased retirement request is for six months, starting November 1, 2025, and ending April 30, 2026.

SPU will use this phased schedule as an opportunity to begin onboarding and training a new employee. During these six months, SPU will not be matching the 7 1/2 percent into her PERA account. The employee has the option to continue SPU-sponsored health and dental coverage. The HSA contribution will apply if the employee remains on SPU health insurance, as per the SPU handbook. Long-term disability will be reduced because the number of hours worked by the employee is reduced. Vacation and sick hours will be reduced by 50 percent.

See attached phased retirement application

Action: Approve phased retirement for Sheri Bergeland

# Phased Retirement Application for Consideration (Approval subject to review by General Manager AND Commission: This request does not guarantee Approval.)

Approval will be based on factors such as the employee's role, training and support contributions, the smooth transition of a new hire, minimal disruption to operations, the proposed duration of the phased retirement, budgetary and staffing needs, alignment with organizational priorities, employee performance, and succession planning.

To ensure proper arrangements and approvals are made, Phased Retirement Requests should be submitted 3-6 months in advance.

### **Employee Information**

Name:Sheri Bergeland
Job Title:Cust. Service/Billing Rep
Department: Finance
Phone Number:
<b>Date of Request:</b> 05/05/2025, revised 5/30/25
sed Retirement Request Details
Requested Start Date of Phased Retirement:11/01/2025(MM/DD/YYYY)
Requested End Date of Phased Retirement (full retirement):
04/30/2026(MM/DD/YYYY)
Proposed Work Schedule During Phased Retirement
<ul> <li>Reduced hours per week: (20 hours per week/1044 hours per year)</li> <li>Number of days per week:would prefer 3</li> </ul>
o Changes to duties or responsibilities (briefly describe):
o changes to duties of responsibilities (briefly describe):
The change of duties decision might be best made by the CSB Supervisor. I'd be open to whatever she feels would work the best for everyone. Training in dispatch, however, is not something I'd want to do at this stage.
Transition Plan for Job Responsibilities <ul> <li>Mentoring and training a successor</li> <li>Redistributing tasks among colleagues</li> <li>Other (please specify):</li></ul>

### **Employee Acknowledgments and Conditions**

Phased retirement is a gradual transition from full-time work to full retirement, allowing employees to reduce their work hours to 20 hours per week. While it offers flexibility, it can also affect several benefits. Here's a list of benefits that could potentially be impacted if an employee chose to go on a phased retirement plan:

### 1. Retirement Benefits (PERA)

• Contributions: When choosing phased retirement, you no longer will be able to participate in PERA and you are required to start receiving benefits with PERA.

### 2. Health Insurance

- Coverage: Employees must work 20 hours per week for coverage to remain in effect.
- **Premiums:** Health insurance premiums will remain unchanged and will be the same as those offered for full time employees.

### 3. Life Insurance and Other Insurance Benefits

- Coverage Reduction: Life insurance, disability insurance, or other benefits may be reduced or canceled, depending on the company's policies for part-time employees.
- Minnesota State Retirement System (MSRS) (Deferred Compensation/Match/Roth/HCSP) benefits will remain the same.

### 4. Vacation, Floating Holidays and Sick Leave

- Accrual Rates: Phased retirement employees will earn all leave at 50% of the rate provided to full-time employees.
- Holiday Hours: Will be compensated at your hourly rate, in accordance with your agreed-upon schedule. (ex. If you are scheduled at 4 hours per day, then you receive 4 hours of Holiday pay for that day).

### 5. Social Security and Other Government Benefits

- **Benefit Adjustments:** Employees who reduce their work hours might see a lower Social Security income benefit, potentially affecting their Social Security benefits or other government-provided benefits based on their income history.
- Earnings Cap: If employees are already receiving Social Security benefits, their earnings during phased retirement may be subject to an earnings limit, which could temporarily reduce Social Security payments.
- It may be beneficial to consult with a financial advisor or Social Security representative to understand the best course of action for your situation.

### 6. Career Development and Training Benefits

• Access to Resources: Reduced working hours or status changes may limit the employee's access to training programs, professional development opportunities, or career advancement initiatives that are typically reserved for full-time employees.

### 7. Job Security

- Performance Expectations: I agree to meet the performance expectations as defined by Shakopee Public Utilities during my phased retirement period.
   [x] Yes [] No
- Adjustments to Plan: I understand that changes may occur during the phased retirement period, and I am open to discussions regarding any necessary adjustments based on the company's needs.

[x] Yes[] No

• Redistribution of Workload: I acknowledge that my workload may be redistributed and am prepared to assist in ensuring a smooth transition.

[x] Yes [] No

### **Management Determination**

(To be filled out by management upon review of request)

1. Phased Retirement Request Approved:

[] Approved [] Denied (select below all that apply)

### Reasons for Denial of Phased Retirement Request

- Eligibility Requirements Not Met
  - The employee does not meet the minimum age (62) or years of service (five years minimum) required for phased retirement under company policy.
- Operational Needs of the Business
  - The employee's role cannot be reduced in hours or responsibilities without significantly impacting departmental operations or company performance.
  - There is insufficient coverage or resources to handle the workload during the phased retirement period.
- Inability to Maintain Critical Responsibilities
  - The employee's duties are essential to the organization and cannot be performed effectively on a reduced schedule.
  - There is no viable transition or succession plan in place.
- Performance Issues
  - The employee's current job performance does not meet company standards, and phased retirement cannot be granted until performance issues are addressed.
  - o The employee has not met performance expectations during the past three years.

•	Policy	Restrictions	or	Changes
---	--------	--------------	----	---------

- Company phased retirement policy does not allow for a reduction in hours or responsibilities at this time.
- o Recent changes to company policy prevent approval of the request.

• Retirement Benefits Adjustment Issues

 The employee's proposed phased retirement schedule would result in complications or inequities regarding pension, benefits, or other retirement-related policies.

policies.  • Other
Employee's Signature: Shew Bergeland Date: 6/9/25
Proposed Modifications/Conditions (if any):
Modifications to the request include: Sheri will do all jobs except dispatch and the end date for phased retirement will be the last week in April. The three days would vary depending on the needs of the organization, but these would be determined on a monthly basis and the work would include all the duties of the CSBR. This phased retirement would end the last week in April 2026. Please sign below if you accept these modifications to your request.
Employee's Signature for Proposed Modifications: Alei Bergeland Date: 6/9/25
HR Department Review
Request complies with company phased retirement policy.
<ul> <li>Additional actions required (specify):</li> <li>HR Representative Name:</li> <li>HR Representative Signature:</li> <li>Date: 6/30/2025</li> </ul>
Final Patinament Data Confirmation.

Final Retirement Date Confirmation: \_10/31/2025\_\_\_\_(MM/DD/YYYY)

Comments/Additional Information:
General Manager's Signature: // / 25  Department Head Signature: // Willemssen  Commission Approval Date:

SPU reserves the right to modify or terminate the terms of the phased retirement program, including but not limited to its duration, at its sole discretion, based on operational needs or other unforeseen circumstances. Any changes or terminations of the program will be communicated to the participant in a timely manner.

m:\human resources\human resources\phased retirement request form.docx