SPU
Shakopee Public Utilities

REGULAR COMMISSION MEETING
APRIL 6, 2026
SPU SERVICE CENTER, 255 SARAZIN ST, SHAKOPEE

1. **CALL TO ORDER – 5:00 PM**

2. **ROLL CALL**

3. **APPROVAL OF APRIL 6, 2026 AGENDA**
   MOTION TO APPROVE THE AGENDA

4. **COMMUNICATIONS**
   4.a Election of SPU Commission Officers – President, Vice President, Secretary, MMPA Representative (GD)
   4.b Customer Communications - AMI (SW)

5. **PUBLIC COMMENT PERIOD**
   PLEASE STEP UP TO THE TABLE AND STATE YOUR NAME AND ADDRESS FOR THE RECORD

6. **CONSENT AGENDA**
   6.a Approval of March 2, 2026 Minutes (GD)
   6.b Approval of March 16, 2026 Special Meeting Minutes (GD)
   6.c Approval of March 17, 2026 Joint Meeting Minutes (GD)
   6.d April 6, 2026 Warrant List (KW)
   6.e Monthly Water Dashboard for February 2026 (BC)
   6.f Nitrate Report (RH)
   6.g LOGIS Membership Application and Res #2026-09 (PD)
   6.h MMPA March 2026 Meeting Update (GD)
   MOTION TO ACCEPT AND/OR APPROVE THE CONSENT AGENDA ITEMS

7. **BUSINESS REMOVED FROM CONSENT AGENDA**

8. **LIAISON REPORT (JD)**

9. **REPORTS – GENERAL**
   9.a First Amendment to Payment in Lieu of Taxes (GD)
   MOTION TO APPROVE THE FIRST AMENDMENT TO PAYMENT IN LIEU OF TAXES

   9.b East Shakopee Substation & Addition Power Transformer Bid Results/Award (BC)
   MOTION TO AWARD THE CONTRACT TO VIRGINIA TRANSFORMER FOR THE AMOUNT OF $2,760,921; AND APPROVE THE PURCHASE OF 2ND VIRGINIA TRANSFORMER FOR PIKE LAKE SUBSTATION FOR THE AMOUNT OF $2,760,921 IF THE DEVELOPER APPROVES THE ELECTRIC SERVICE AGREEMENT AND A DESPOIT IS MADE TO SPU

   9.c East Shakopee Substation & Additional 115kV breaker Bid Award – (BC)
   MOTION TO AWARD THE CONTRACT TO GE VERONA FOR EAST SHAKOPEE SUSBSTATION FOR THE PURCHASE PRICE OF $209,102; AND APPROVE THE PURCHASE OF A 2ND 115 kV BREAKER FOR PIKE LAKE SUBSTATION FOR $209,102 IF THE ELECTRIC SERVCIE AGREEMENT IS APPROVED AND A DEPOSIT IS MADE TO SPU.

9.d Adams Street Watermain Extension Contract Award and Construction Cooperative Agreement with City of Shakopee (RH)

MOTION TO AWARD THE CONSTRUCTION CONTRACT FOR THE ADAMS STREET WATERMAIN EXTENSION TO NORTHWEST ASPHALT, INC, IN THE AMOUNT OF $262,621.37; APPROVE THE PROPOSED PROJECT BUDGET, INCLUDING CONTIGENCY; AND AUTHORIZE EXECUTION OF A CONSTRUCTION COOPERATIVE AGREEMENT WITH THE CITY OF SHAKOPEE.

10. REPORTS – STAFF

10.a Electric Operations and Engineering Report – Verbal (BC)
10.b Water Operations and Engineering Report - Verbal (RH)

11. GENERAL MANAGER REPORT – VERBAL (GD)

11.a Set Special Meeting (GD)

12. ITEMS FOR FUTURE AGENDAS

13. TENTATIVE DATES FOR UPCOMING MEETINGS

- May 4, 2026
- June 1, 2026
- July 6, 2026

14. ADJOURNMENT

SPU
Shakopee Public Utilities

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14. ADJOURNMENT

Shakopee Public Utilities

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

DATE: March 31, 2026

TO: Commissioners

FROM: Greg Drent, General Manager

Subject: Election of officers

Background:

At the first meeting in April each year, the commission elects' 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 for the positions.

Per your governance handbook on page 12, 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 may also 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

4b

Shakopee Public Utilities

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

April 1, 2026

TO: Greg Drent, General Manager

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

SUBJECT: Customer Communications – AMI (Two Customers)

Overview

The attached communications were received separately on March 23rd and March 25th.

These two customers continue to dispute the commission's decision from the appeal process, and because they short pay their utility account balances by the amount of the monthly manual meter reading fee, their accounts are in a delinquent status.

Also attached are SPU responses to each customer's communication. These responses were drafted with assistance from SPU legal.

Based on prior Commission direction staff intends to proceed following standard policy, which will result in disconnection of service if full payment is not received.

Action Requested

Staff is sharing this customer communication for Commission awareness and discussion as the Commission deems appropriate. No action is requested by staff unless the Commission would like to make an exception or adjustment to policy.

March 23, 2026

Shakopee Public Utilities
255 Sarazin St.
Shakopee, Minnesota
55379-0470

Dear Mr. Dent, Ms. Walsh, and any relevant parties:

I have been made aware of a Shakopee Public Utilities (SPU) "Notice of Disconnect Letter" received by my Mother Darlene, your customer. I have spoken with Darlene regarding her analog meter. We are pleased that SPU recognizes the health impact that smart meters can have on customers given the new opt-out option of keeping the analog meter, the option that Darlene has elected for her home. Unfortunately, SPU has not provided a satisfactory solution for people who have awareness of or impacted by the harmful impact of electromagnetic fields. We are not satisfied with the $75 dollar fee that has been applied to her January, February, and March bills. As you will notice from her account, she has paid the 'actual usage' minus the fees.

As you may recall from my presentation that I gave to both the city council and the utility commission, it is clear that there is strong scientific research illustrating the health effects of both ionizing and non-ionizing electromagnetic fields, so much so, that EMR-Syndrome and/or EHS (electro-hypersensitivity syndrome) is recognized as a disability with the American Disability Act. Disabled residents of Shakopee can enjoy the benefits, for example, of knocked down curbs on street sidewalks and grocery store ramps for wheelchair accessibility without paying for the ability to walk on the path or ramp. Similarly, a penalty should not be applied for the opt-out analog option. Darlene is aware of the health effects of exposure to EMF and she and others are being singled out with a 'penalty' for the desire to protect their health. In the same way that people have a choice to have a wifi router, cell phone, etc. in one's home, Darlene wishes this same freedom of choice with regards to her meter.

Given the amount of fraud our state has witnessed in the prior months, my mother Darlene does not find it ethical to apply for CAP benefits, Salvation Army, or any other recommended assistance to cover the cost of your proposed fee given that there are alternative actions that could be taken, such as the customer calling in or taking a picture of the meter to send in each month, an action that other utilities' companies have taken, including our neighbors to the west, city of Jordan, and to the north, Eden Prairie, where I have knowledge of a woman and gentleman who are allowed to submit monthly pictures of utility charges. Secondarily, it's quite discriminatory in nature to charge a fee of nearly twice the amount of a utility billing charge to a single senior resident on a fixed income. Data will show that SPU, comparative to others around the country, is by far one of the highest rates (please see attached document showing both US and Canada opt-out fees).

In rolling out your AMI mesh grid, it appears that trust is an important value of SPU, as implied by your website content (i.e. "Customers are looking for enhanced technology and information from their utility provider, such as usage patterns or leak detection). I imagine that such a sentiment could only be acquired through survey, customer communication, et. al. and so Darlene is requesting that same trust in providing a monthly meter reading to your utility company. This is fair and reasonable.

Darlene will be sending this letter by post mail. I am kindly asking all members who are emailed in this communication to respond that they have been in receipt of this letter. We look forward to working with you to ameliorate this concern.

/

SMART METER OPT-OUT-CHART

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
CANADA				
British Columbia: BC Hydro[1]	NO FEE $22.60 (Plus $55 charge to exit Opt Out and accept Smart Meter) $65.00 "failed installation charge" if a customer refuses meter exchange or obstructs access	$32.40 **legacy**[1] $20 radio-off	**Current Meter** (ANALOG or DIGITAL) – **RADIO-OFF-METER**[2] when customer moves. (Analogue meters no longer available) once you have a smart Meter, you are no longer eligible to make a choice. RADIO-OFF METER[2]	B.C. Utilities Commission interim approval[3]. April 25, 2014 - BC Hydro Application for Approval of Charges Related to Meter Choices Program ~ Decision[4] The BCUC decision notes: "As a result of the prescriptive nature of Direction No. 4, the issues within scope in this public hearing are very narrow. They are limited to whether the proposed charges would enable BC Hydro to recover expenditures that are considered program costs, investigation costs and infrastructure costs to the extent that BC Hydro requests their recovery and the amount of the failed installation charge."

[1] **BC Hydro Meter Choices**
https://www.bchydro.com/accounts-billing/rates-energy-use/electricity-meters/meter-choice.html?WT.mc_id=rd_meterchoices

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
British Columbia: FortisBC	$88 for those with an unwanted Smart Meter ("AMI meter") $60 for those who choose a radio-off AMI meter before meter installations begin in their region. [5]	$9 ($18 per read every 2 months)	RADIO-OFF METER	
Saskatchewan: SaskPower				Sask.'s Smart Meter program was derailed when the province ordered SaskPower to remove 105,000 smart meters due to fires. They have now undergone a pilot project with 17,000 volunteers and the program will recommence in Jan. 2022. Smart Meters are not mandatory. Customers will have a choice as whether to opt in.[6]
Quebec: Hydro-Québec	$85 initial installation	$2.50	NON-COMMUNICATING ELECTRONIC METER	- Reductions to the original fees were made as of April 2021 in the updated Conditions of Service document.[7] (Hydro-

[2] **"Radio-Off Meter"** means a smart meter adjusted so that the meters components that transmit data by radio are deactivated http://www.bcuc.com/Documents/SpecialDirections/2013/OIC-391-SD4-BCHSMI-Options.pdf

[3] BC Utilities Commission Order G-166-13. http://www.bcuc.com/Documents/Proceedings/2013/DOC_36246_A-1_G-166-13_BCH-Meter-Choice-Program.pdf

[4] April 25, 2014 - BC Hydro Application for Approval of Charges Related to Meter Choices Program ~ Decision http://www.bcuc.com/Documents/Proceedings/2014/DOC_41266_04-25-2014_BCH%20Meter%20Choices_Decision_G-59-14.pdf
Table A Initial, Monthly and Exit Charges, page 7 summarizes fees.

[5] http://www.fortisbc.com/About/ProjectsPlanning/ElecUtility/ProjectsInYourCommunity/AdvancedMeteringInfrastructure/Pages/Radio-off-option.aspx

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
	charge for a non-communicating meter			Québec reduced fees in May 2014, but in a ruling released Sep 24, 2014, the Régie de l'énergie found that even the reduced fees were too high and ordered Hydro-Québec to cut them by nearly 60 per cent.) Energy Minister Pierre Arcand said he was happy with the ruling, calling it a victory for consumers. "We don't need to penalize the consumer who use those kinds of meters," he said.[8]
Quebec: Hydro Westmount	$99 (waived if the analog has expired)[9]	$5	NON-RF METER	By-law adopted April 8, 2014.
UNITED STATES				

[6] https://www.cbc.ca/news/canada/saskatchewan/smart-meters-sask-1.6259947

[7] https://www.hydroquebec.com/data/documents-donnees/pdf/conditions-service-en.pdf pg. 12

[8] **Hydro-Québec ordered to reduce opt-out fee,** CBC News, Sep 24, 2014

[9] **City brings in promised opt-out from RF Hydro Meters** , Westmount Independent, April 15, 2014 http://citizensforsafetechnology.org/City-brings-in-promised-optout-from-RF-Hydro-Meters--Westmount-Quebec,15,3880
Pdf of original article: http://www.westmountindependent.com/WIv8.4c.pdf

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
Arkansas: Entergy Shared Service	$63.50	$21.80	Maintain non-communicating meter	Entergy Shared Services approved in 2019. [10]No changes to date.
Arizona: Tucson Electric Power Co[11]	$38 set up	$26/mo.	ELECTRO-MECHANICAL/ANALOG –	Arizona Corporation Commission approved Feb. 2017[12]
Arizona: Arizona Public Service[13]	No fee for existing analog meters $50 analog re-installation fee if Smart Meter is already installed.	$5	ANALOG	Docket No. E-01345A-13-0069: "ORDER: IT IS THEREFORE ORDERED that Arizona Public Service Company's Service Schedule 17 is approved as modified by Staffs Alternative 1 except that the monthly meter reading charge is set at five dollars ($5) and that a one-time fifty dollars set-up fee be assessed only for those Arizona Public Service Company customers with an AMI meter already in place."[14] The Utility had proposed a one-time fee of $75 plus $30 a month. [15]

10

[11] **Utility 'smart meters' raise health, expense concerns,** Arizona Daily Star , May 16, 2013 http://azstarnet.com/mobi/latest/article_ed579a26-59b3-5dfe-ad09-cf5168f44025.html

[12] **TEP new fee unfair,** Arizona Daily Star, April 1, 2017 http://tucson.com/business/tucson/tep-s-new-fee-for-old-school-electric-meters-unfair/article_bc004ce5-64f6-5031-a684-26acc5e7dec3.html

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
Arizona: Salt River Project	NO FEE	$20.00	ANALOG With the $20 fee, customers can keep their analog meter permanently	
Arizona: UNS Electric Santa Cruz & Mohave Counties	?	$26	Analog	PUC decision Feb. 2017[16]
California: Liberty Energy			No cost analog opt out for those with a doctor's letter	This is unofficial.
California	$75.00 $10.00 for low-income customers[17]	$10.00. or $5.00 for low-income customers	ANALOG Opt-Out Fees sunset *i.e.: are no longer charged,* after the Customer has paid the required monthly Opt-Out fees for the same residence for three years from the date of installation. For all Opt-Out	**California offered the first Opt-Out in the United States.** Effective April 2012, The California Public Utilities Commission ruled to permanently allow residential Customers of electricity companies under their jurisdiction to keep their current analog meter permanently or request an analog meter be installed to replace a smart or other digital meter at any time by contacting the CPUC

[13] **State settles 'smart' meter debate,** The Republic | azcentral.com, December 13, 2014 http://www.azcentral.com/story/money/business/2014/12/12/state-settles-smart-meter-debate/20343257/

[14]Docket No. E-01345A-13-0069 BEFORE THE ARIZONA CORPORATION COMMISSION: IN THE MATER OF ARIZONA PUBLIC SERVICE COMPANY APPLICATION FOR APPROVAL OF AUTOMATED METER OPT-OUT SERVICE SCHEDULE 17 http://images.edocket.azcc.gov/docketpdf/0000159381.pdf

[15] **APS smart meters worry residents,** Verde Independent, Oct 11, 2013 http://verdenews.com/main.asp?SectionID=1&SubsectionID=1&ArticleID=56641

[16] **TEP new fee unfair,** Arizona Daily Star, April 1, 2017 http://tucson.com/business/tucson/tep-s-new-fee-for-old-school-electric-meters-unfair/article_bc004ce5-64f6-5031-a684-26acc5e7dec3.html

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
			Customers, readings by a meter reader are bimonthly; the non-read month is estimated.	regulated electricity company and paying the required monthly Opt-Out fees. [18] Note: In the September 12, 2015, case of Nice Customer versus Plumas-Sierra Rural Cooperative, Los Altos County Judge Judy Booty ruled that Opt-Out fees violate state discrimination laws. Plaintiff claimed she suffers and is disabled from electromagnetic hypersensitivity, and Defendant cut off her electricity for not paying Opt-Out fees. [19]
California: Los Angeles Department of Water and Power (LADWP) - 52,000-meter pilot project	NO FEE	NO FEE – including free reinstallation of analog meter[20]	ANALOG	Marcelo Di Paolo, manager of the LADWP Smart Grid project, has stated that the project is "purely a volunteer optional program" and that the community can "pick and actually choose whether or not to participate." [21]
California: Sacramento Municipal Utility District	$127 (can be spread out over 3 years)[22]	$14 (meter read every third month)	DIGITAL meter with Time-of-Use (TOU) Bi-Directional metering capabilities, and Electronic LCD display (NTDM Itron	some people have experienced health issues with the digital meters; ANALOG replacements are available on request

[17] **PUC Orders PG&E to Offer Analog Meters as Sole Smart Meter Opt-Out Option,** La Mesa – Mount Helix Patch, January 17, 2012, http://lamesa.patch.com/groups/susan-brinchmans-blog/p/bp--puc-orders-pge-to-offer-analog-meters-as-smart-me4240b673a5

[18] **California Public Utilities Commission's Decision Modifying Pacific Gas and Electric Company's Smart Meter Program to Include an Opt-out Plan:** http://docs.cpuc.ca.gov/word_pdf/AGENDA_DECISION/158309.pdf

[19] **Judge rules electric co-op violated discrimination laws, Plumas** County News, **May** 4, 2015 http://plumasnews.com/index.php/13744-judge-rules-electric-co-op-violated-discrimination-laws

[20] **LADWP letter to customer** http://stopsmartgrid.org/

[21] **Cindy Sage Challenges the "Smart" in LADWP's "Smart" Grid: LADWP project manager guarantees "smart" meters are optional!** May 14, 2013 http://emfsafetynetwork.org/cindy-sage-challenges-the-smart-in-ladwps-smart-grid/

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
(SMUD) - Sacramento County			Centron meter or Itron Sentine Meter) – OR GE I70-S ANALOG meter if requested.	
California: Siskiyou County - Pacific Power	NO FEE	$36		
Colorado: Black Hills				Still has analog or digital meters read by customers
Colorado: Boulder – Xcel Energy	No Fee if opting out before smart meter installation. $46 if after	$11.84 for Denver & Boulder 23.64 for other areas		Xcel Energy
Colorado: La Plata Electric Association	$6.67 ($20 per quarter)[23]	NO FEE	ANALOG	
Florida: Clay Electric		$30.00 to maintain a digital meter.	No provisions for keeping the analog meters.	Possibility that this Opt-Out program may now be closed. New clients not allowed to register to Opt-Out.
Florida: Areas serviced by Duke Energy	$96.34 per meter	$15.60 per meter	Non-Communicating meter	Duke Energy Web Page [24]
Florida: Florida Power & Light Co.	$89 [25] (Reduced from proposed $105) [26]	$13 (Reduced from proposed $16)	Current meter (ANALOG), then NON-COMMUNICATIING METER when it needs	Acting as attorney on behalf of opt-out customers, a former Florida Public Service Commissioner filed a petition with FPSC March 31, 2014, objecting to the fees, arguing that FPL is seeking advanced

[22] **Opting out of SMUD smart meters,**
https://www.smud.org/en/residential/customer-service/smart-meters/opting-out.htm

[23] **Smart-meter opt outs allowed** durangoherald.com Nov 19,2014 /http://durangoherald.com/article/20141119/NEWS01/141119465/Smart-meter-opt-outs-allowed-

[24] https://www.duke-energy.com/our-company/about-us/smart-grid/smart-meter/smart-meter-opt-out.

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
			replacement.[27]	recovery for the cost of possibly unnecessary visits to customers who simply keep their old meters. The petition also says that the fees fail to account for the cost savings because FPL did not have the expense of installing a meter for those who opted out. (In 2010 an FPL official testified that the Smart Meters would save $30 million by 2013, but the projected savings have not materialized).[28]
Florida: The City of Lakeland electric utility	NO FEE for those who opted out before March 1, 2013. $65-meter equipment fee after March 1	$16.25	ANALOG	Lakeland City commissioners approved fees November 5, 2012.[29]
Florida: Peace River E.	$55	$30		Peace River Electric
Georgia: Georgia Power	No Fee to keep analog meter.	$19[30]	ANALOG – (keep old one or have analog re-installed after Smart Meter	On December 17, 2013, the Georgia Public Service Commission approved a Smart Meter Opt-Out tariff as part of Georgia Power's 2013 rate case.

25 Florida Public Service Commission News Releases Florida **PSC Reduces FPL Non-Standard Meter Customer Charge,** Dec 18, 2014 http://www.psc.state.fl.us/home/news/index.aspx?id=1214

26 **FPL sets higher charge for customers refusing smart meters,** Orlando Sentinel, January 7, 2014 http://www.orlandosentinel.com/business/os-dumb-electric-meter-charge-20140107,0,4390998.story http://www.wptv.com/dpp/news/region_c_palm_beach_county/west_palm_beach/fpl-smart-meter-update-there-will-be-a-monthly-fee-if-you-refuse-a-smart-meter#ixzz2sxt802lJ

27 **Florida Public Service Commission Docket # 130223,** filed by Florida Power & Light http://www.floridapsc.com/dockets/cms/docketFilings3.aspx?docket=130223

28 **Former PSC commissioner files smart meter petition on behalf of Loxahatchee couple,** Palm Beach Post, March 31, 2014 http://www.palmbeachpost.com/news/news/former-psc-commissioner-files-smart-meter-petition/nfPdP/

29 **Lakeland Officials Approve Fee to Opt-Out of Smart Meter Program, The** Ledger, November 5, 2012 http://www.theledger.com/article/20121105/POLITICS/121109627

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
	No fee to have Smart Meter removed.		removed)[31]	Customers who opt out of having a smart meter installed and prefer to maintain a mechanical meter at their residence or facility can now do so with a basic service charge of $19 per month. Customers can also request removal of their smart meters for no extra charge.
Hawaii: The Kauai Island Utility Cooperative	$50.64 residential $138.80 commercial[32]	$10.27	ANALOG	Approved by the Hawaii Public Utilities Commission Nov 2013[33] Kauai Island Utility Cooperative voted to keep the fees Jan 2014[34]
Hawaii: Hawaiian Electric Co				HECO proposes that residential customers can keep their analog meter for a monthly fee of about $15. [35]
Idaho			None	
Illinois: City of Naperville	Electric: $81.00 Water: $31.29	$31.44 $31.44	The city offers a non-wireless meter alternative (NWMA) to the smart	Naperville owns & operates the Electric and Water systems. [36]

[30] **For a price, Georgia Power customers can opt out of smart meters,** SavannahNow.com, January 22, 2014 http://savannahnow.com/exchange/2014-01-22/price-georgia-power-customers-can-opt-out-smart-meters#.UulH9ZoWLbg

[31] **Georgia Public Service Commission Smart Meter Q & A** http://www.psc.state.ga.us/electric/smartMeter/

[32] **Non-smart meters fees approved,** The Garden Island, November 3, 2013 http://thegardenisland.com/news/local/non-smart-meters-fees-approved/article_f64efbd2-444f-11e3-a7eb-0019bb2963f4.html

[33] **KIUC ballot set, election begins Jan. 3,** The Garden Island , December 18, 2013 http://thegardenisland.com/news/local/kiuc-ballot-set-election-begins-jan/article_2b77f420-67ab-11e3-b977-0019bb2963f4.html

[34] **Kauai utility votes to keep smart meter opt-out fees,** Star-Advertiser , Jan 26, 2014 http://www.staradvertiser.com/news/breaking/20140126_Kauai_utility_votes_to_keep_meter_optout_fees.html?id=242091521

[35] **HECO proposes smart meter opt-out for residential customers** khon2.com, April 1,2016 http://khon2.com/2016/04/01/hawaiian-electric-companies-propose-plan-for-smart-grid-technology/

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
	Electric & Water: $112.29	$38.84	meter.	
Illinois: Commonwealth Edison Co - northern Illinois service territory	$63	$23	ANALOG	
Illinois: Ameren Illinois -both electric and natural gas meters	No Fee to keep analog. $70 to reinstall analog if customers change their mind. [37]	$20.00	ANALOG	The Illinois Commerce Commission approved the fees Sept. 3, 2014
Indiana: Duke Energy Customers	$75 per account	$17.50 per account		Will waive initial fee if notified within 21 days of receiving installation post card.[38]
Indiana: Parke County Rural Electric Membership Corporation (REMC)	$75 Fee per account to opt out or reinstall an analog.	$75	ANALOG/Legacy Meter or a non-communicating smart meter	Rules and Regulations for Electric Service Parke County [39]
Iowa: Utility Board re. Alliant Energy	No fee	No Fee	ANALOG allowed until needing to be replaced	Feb. 2019 Iowa Utilities Board rejected Alliant's request to charge a $15 monthly fee to customers opting out of the smart meter installations.[40]

36 https://smartgridawareness.org/2021/01/18/naperville-implements-smart-water-meters/#more-16415

37 **'Smart meter' refusal comes at a cost**, herald-review.com, September 22, 2014 http://herald-review.com/news/local/smart-meter-refusal-comes-at-a-cost/article_dbf05964-ecbf-5b8a-8347-4aaa4f4c9dc9.html

38 https://www.duke-energy.com/our-company/about-us/smart-grid/smart-meter/smart-meter-opt-out.

39 https://pcremc.com/sites/pcremc/files/PARKE%20REMC%20-%20Rules%20and%20Regs_11.16.18.pdf

40 https://www.desmoinesregister.com/story/money/business/2019/02/06/alliant-energy-loses-bid-charge-customers-smart-meters-iowa-utilities-board-interstate-power-light/2790212002/

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
Kansas			Implementation left to each utility's discretion	
Kentucky: PPL Subsidiary LG&E Electric	$35	$12	Analog	
Kentucky: PPL Subsidiary LG&E Gas	$33	$5	Analog	
Kentucky: PPL Subsidiary KU	$39	$15	Analog	
Kentucky: PPL Subsidiary ODP	$33	$44	Analog	
Kentucky: Frankfort Duke Energy Kentucky	$100.00 if Smart Meter already installed	$25.00/mo.		Kentucky Public Service Commission rules re. opt- out fees. Duke Energy Kentucky to track costs & benefits of the system.[41]
Maine: Central Maine Power	a. $40 b. $20.00	a. $15.66(July 1, 2020) [42] b. $13.98[43]	a. ELECTRO-MECHANICAL b. a standard wireless smart meter with the internal network interface card operating in receive-only mode. (transmitter off)	On July 7, 2020, a lawsuit was filed against CMP re. charging of this fee when medical professionals say the plaintiff should reduce exposure to EMF from wireless devices. See Footnote #41 On May 17, 2011, the Maine Public Utilities Commission ordered CMP to create an opt out program for customers who do not want a wireless smart meter[44] Revised with proposed effective date July 1, 2017. As of July 2012, the Maine Supreme Judicial Court has ruled that the PUC failed to properly address health and safety concerns. The

[41] **Glasgow Daily Times**, May 30, 2017. http://www.glasgowdailytimes.com/news/around-the-state/article_6031f024-456c-11e7-b787-db1324449d25.html

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
				Public Utilities Commission has opened a docket to examine the health and safety issues.[45] Bill LD 826 - An Act to Eliminate the Opt-out Charges for Smart Meters[46], which prohibits a utility from charging a fee or a higher rate for declining the installation or for the removal of a wireless smart meter was put forth March 26, 2013, and has been carried over to 2014 regular session.[47]
Maryland: Baltimore Gas and Electric	$75.00 (Reduced from	$5.50[48] (reduced from $11.00, which	ELECTRO-MECHANICAL current analog or digital meter ("legacy meter")	On January 7, 2013, The Maryland Public Service Commission ("MPSC") concluded that the public interest required that customers

[42] https://stopsmartmetersbc.com/wp-content/uploads/2020/07/Ed-Friedman-v.-Central-Maine-Power-Disability-Complaint-re-Smart-Meter-Opt-out-Fees-Case-2-20-cv-00237-JDL-Document-1-Filed-July-07-2020.pdf

[43] **Central Maine Power**: Here are your options: https://www.cmpco.com/smartmeter/smartmeteroptions.html

[44] **PUC Approves smart meter opt out program.** http://www.maine.gov/meopa/utilities/electric/smartgrid.html

[45] Friedman v. Maine Public Utilities Comm., Law Docket No. PUC-11-532 http://caselaw.findlaw.com/me-supreme-judicial-court/1606139.html

[47] **Bill eliminates 'opt-out' fee for smart meters in Maine**, Maine Sun Journal, March 26, 2013 http://www.sunjournal.com/news/maine/2013/03/26/bill-eliminates-opt-out-fee-smart-meters-maine/1339124

- Bill LD 826 -An Act To Eliminate the Opt-out Charges for Smart Meters http://www.mainelegislature.org/legis/bills/bills_126th/billtexts/HP057701.asp

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
Co (BGE) *Opt-out customers who have both electric and gas service pay the fee once to opt-out for both.	proposed $100.00) (Same fee to keep old meter or have Smart Meter replaced by standard meter.)	originally was reduced from proposed $15)	Customers who have a Smart Meter but wish to opt out can have current Smart Meter replaced by a "standard" meter.	be allowed the option of declining the installation of a smart meter. On August 6, 2013, Baltimore Gas and Electric Co. and other utilities in Maryland proposed an opt-out fee.[49] On February 26, 2014, MPSC approved opt-out fees. They will re-visit these costs after the percentage of opt-out customers has stabilized and may adjust fees accordingly. [50]
Maryland: Pepco	$75.00 (Reduced from proposed $100.00)	$14.00 (reduced from proposed $58.00)		Two bills are now pending in the Maryland legislature that would prohibit the opt-out fees.[51]
Maryland: Delmarva Power & Light Co	$75.00 (Reduced from proposed $100)	$17.00 (Reduced from proposed $58.00)		Charges begin August 2014.[52]
Maryland: Southern Maryland Electric Cooperative	$75.00 (reduced from proposed $105.32	$17.00. (Reduced from proposed $34.94)		

[48] **State regulators lower BGE smart meter "opt-out" fee.** The Baltimore Sun Nov 24, 2015 http://www.baltimoresun.com/business/bs-bz-smart-meter-20151124-story.html

[49] **Utilities propose charges to opt out of smart meter: Estimates don't pass the 'straight-face test,' opponent says,** The Baltimore Sun, August 05, 2013 http://articles.baltimoresun.com/2013-08-05/business/bs-bz-smart-meter-opt-out-cost-20130805_1_digital-meters-radio-frequency-emissions-maryland-electric-cooperative

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
Michigan: DTE Electric	$40.69 to install digital meter w/out radio ability. Used to be $67.20	$9.82 used to be $9.80	NON-TRANSMITTING METER	• On January 12, 2012, the Michigan Public Service Commission opened a review of smart meters. • In May (DTE Electric) and June (Consumers Energy), 2013, the Michigan Public Service Commission (MPSC) approved non-transmitting meter provisions for residential electric customers. • Revised fees as noted July 2023
Michigan: Consumers Energy[53]	$69.39, if the notice is given before the transmitting meter is installed or $123.91 to remove a wireless Smart Meter	$3.00 used to be $9.72	NON-TRANSMITTING METER	Revised monthly charge noted July 2023
New Jersey: PSE&G	?	$12.00	A digital "optout" starting in 2024.	

[50] ORDER 86200 BEFORE THE PUBLIC SERVICE COMMISSION OF MARYLAND, February 26, 2014 http://webapp.psc.state.md.us/Intranet/sitesearch/Whats_new/Order%20No.%2086200%20-%20Case%20Nos.%20%209207,%209208,%209294%20-%20Smart%20Meter%20Opt-Out%20Fees.pdf

[51] **Maryland delegates criticize BGE smart meter opt-out fees: Bill has bipartisan support to erase opt-out charges,** WBAL-TV 11, Mar 04, 2014 http://www.wbaltv.com/politics/md-delegate-to-challenge-bge-smart-meters-fees/24794032

- **Locals upset over Smart Meters support Senate Bill 9, WMDT.com**. Feb 15, 2015 http://www.wmdt.com/news/more-local-news/locals-upset-over-smart-meters-support-senate-bill-9/31287120
- **THE PROPOSAL: 2015 HB 516/SB 9 Propose No Cost Smart Meter Opt Out, 2015 MD HB 516** (sponsored by Delegate Glass) and SB 9 (sponsored by Senator McFadden) reported February 25, 2015http://www.marylandlegislativewatch.com/2015-hb-516sb-9-propose-no-cost-smart-meter-opt-out/

[52] **Cost of not taking a smart meter arrives,** August 08, 2014, The Baltimore Sun http://articles.baltimoresun.com/2014-08-08/business/bs-bz-bge-smart-meters-20140803_1_smart-meters-meters-bge-indoor-meters
54 https://fileservice.eea.comacloud.net/FileService.Api/file/FileRoom/12892206

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
New Jersey: Atlantic City E.	$45	$15	Analog	
New Jersey: JCP&L	$39	$15	Non Communicating	
Nevada: Liberty Energy			No cost analog opt out for those with a doctor's letter.	Unofficial
Nevada: NV Energy 1. Southern – NV Power 2. Northern – Sierra Pacific	1.$52.86 to return to a traditional meter 2. $52.44	$8.82 $8.72 also a gas fee of $.54	ANALOG - new analog meters to be installed for all opt-out customers[54]	• In January 2013, Nevada Public Utilities Commission agreed to let NV Energy charge opt out fees. The commission also approved analog meters as the alternative to Smart Meters.[55]
Nevada: Boulder City			No Opt Out Option	
New Hampshire	Varies by region	Varies by region	Opt-in policy by written consent	New Hampshire passed a law summer of 2012 which states in part: "the person or persons who own the home or business Must sign to opt-in to have a smart meter gateway device installed on or in his or her home or business. "
New Jersey: township of Wyckoff - Orange & Rockland Electric, one of the township's two		$10 for either gas or electric meter. $15 for both	$10 to opt out & keep analogue. Smart meter can be removed for a fee... $45 for electric, $55 for gas or $ 90 for both	If the smart meter has been installed can opt out of the smart reading program for a fee.

[53] Court of Appeals, State of Michigan Docket No. 317434; https://gallery.mailchimp.com/d3fcfc4e39a5d54c6aa5b70fc/files/317456_Consumers_Energy_Motion_Denied_Judge_O_Connell_Opinon.pdf?utm_source=Smart+Meter+Education+Network+Newsletter++1-9-15&utm_campaign=d91b0643a5-appeals+court%2C+smen&utm_medium=email&utm_term=0_3ad4eb3057-d91b0643a5-94785977

[54] **NV Energy customers can opt for 'refurbished' old-style meters,** Las Vega Sun, Jan. 9, 2013 http://www.lasvegassun.com/news/2013/jan/09/nv-energy-customers-can-opt-old-style-meters/

[55] **Smart Meters Battle Ends For Good,** Las Vegas Review-Journal, January 9, 2013 http://www.reviewjournal.com/business/energy/smart-meters-battle-ends-good

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
electric utilities				
New York: Long Island Gas	$95.64 to remove AMR meter and install non-AMR meter [56]	$7.77		
New York: Central Hudson Gas & Electric Corp. (Ulster County)	$49.00 to turn off the transmitter	$0.00	No charge to keep analogs until they are no longer working properly. Then may have a non-transmitting meter -- no re-manufactured analogs allowed.	Ulster County legislators voted 12-0 December 17, 2014, in favor of a resolution urging the state Legislature prohibit electric utilities from forcing consumers to use so-called smart meters or transmitting utility meters on their homes.[57] Central Hudson Utilities use one-way communicating meters, not two way like many utilities.[58]
New York: Con Ed Westchester		$9.50	Smart meters can be removed... $104.74 for electric and $93.81 for gas	
New Mexico: New Mexico Gas Company	NO FEE	NO FEE	ANALOG – SELF READ: Customers send in own meter readings once a month	The New Mexico Public Regulation Commission, on March 19, 2018, ruled that the application by the Public Service Company of New Mexico (PNM) for approval of Advanced Metering Infrastructure was denied. The commission ruled that the application did not provide a net public benefit and does not promote the public interest.[59]
North Carolina: Duke Energy Carolinas	$150.00 initial	$11.75	No fee if for health reasons!	Forms with Doctors signature req.[60]

[57] **Ulster County lawmakers back opt-out proposal for electronic utility meters,** Daily Freeman, Dec/17, 201313, http://www.dailyfreeman.com/general-news/20131217/ulster-county-lawmakers-back-opt-out-proposal-for-electronic-utility-meters#comments

[58] **Central Hudson Gas & Electric Corporation (Ulster County) Application Form -** https://www.cenhud.com/static_files/cenhud/assets/pdf/ERT_optoutapplication.pdf)

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
Ohio: AEP	$43.00	$24.00		Following negotiations with the PUCO staff in early 2015, AEP signed onto a proposed settlement that reduces the monthly charge to $24. The one-time fee remained $43. The PUCO governing board can accept, reject, or modify the recommendations of its staff. Note 1: *As of this time we don't know if the board accepted or rejected these recommendations.*[61] Note 2: Anyone with questions about smart meters in Ohio can e-mail: swo4responsibletech@fuse.net
Ohio: Cleveland Utilities		$13.50[62]		
Ohio: Duke Energy Ohio Inc	$100 for changing meters – the fee does not apply to	$30[63]		

[59] https://www.ehs.group/PDF/New%20Mexico/new-mexico-prc-4-11-18-15-00312-ut-final-order.pdf

[60] https://www.duke-energy.com/our-company/about-us/smart-grid/smart-meter/smart-meter-opt-out

[61] https://smartmeternewsupdates.wordpress.com/2016/04/28/aep-must-prove-smart-meters-save-customers-money-before-charging-to-opt-out/

[62] **Cleveland ready to complete "smart" meter installation** .timesfreepress.com, December 7th, 2015 http://www.timesfreepress.com/news/local/story/2015/dec/07/cleveland-ready-complete-smart-meter-installation/339236/

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
	customers with a traditional meter			
Ohio: First Energy,	$41.72 if smart meter already installed	$28.29		No one time charge if opt out before smart meter installation[64]
Oklahoma: Public Service Co. of Oklahoma **Oklahoma:** Gas and Electric	One-time fee of $71 for non-standard meter (not defined) requested prior to, or on, Dec. 31, 2016 $115	$28[65] $15.66[66]		$110 one-time fee for non-standard meter requested on or after Jan. 1, 2017.
Oregon: Jackson & Josephine counties - Pacific Power	NO FEE (Initial fee of $137 now waived & refunds for those who opted out before Aug. 14th will be made)	$10 meter reading fee $3 for meters read only 3 times a year		In July 2018, Pacific Power was asked to lower opt-out fees for low - income residents. As of Dec. 4, 2019, fees were lowered to $10 a month for all opt-out customers...a decrease of $26 a month for most. https://dailyenergyinsider.com/news/23261-oregon-puc-approves-reduction-of-meter-reading-fees/
OREGON: Portland General Electric Company (PGE)	$80 Fee is the same whether replacing a Smart Meter or an old	$17 meter reading fee	NON-COMMUNICATING (radio off) Unwanted Smart Meters will be exchanged. Some analogs still operating as of spring 2014, but these	

[63] CASE NUMBER: 14-1160-EL-UNC; DUKE ENERGY OHIO INC; 11/6/2016 http://dis.puc.state.oh.us/CaseRecord.aspx?Caseno=14-1160&link=PDC
[64] https://dis.puc.state.oh.us/DocumentRecord.aspx?DocID=8848e7be-4b13-4679-b3a6-d16cee1824fa
[65] PSO was granted approval by order of the Oklahoma Corporation Commission on July 14, 2016, (Public Utility Division Cause #201500109)

[66] **Oklahoma regulators approve opt-out fees for PSO smart meters**, The Oklahoman Editorial Board, June 18, 2015, http://newsok.com/article/5509617

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
	(analog) meter[67]		will be replaced with non transmitting meters as they age.	
OREGON: Ashland Electric Department[68]	No Fee	No Fee	ANALOG must be changed to a Non-RF digital meter when analog is considered expired.	Customers told analogs no longer available.
OREGON: Eugene Water & Electric Board	NO FEE	NO FEE	ANALOG	Used to have an Opt-In Plan where customers who wanted a smart meter would have to call EWEB to get one installed. Those who didn't ask for one wouldn't get one. **This is now changed to an Opt-Out Plan. 2019**
OREGON: Mt. Shasta (Pacific Power)	$75	$20	ANALOG if requested	
Pennsylvania PA PUC			Opt out not allowed by state law	PA is he only state to enforce a smart meter mandate![69]
Rhode Island RI Energy		$13	Analog	[70]

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[67] **Customer service** 503 – 228 -6322

[68] **Ashland drops smart meter opt-out fee,** The Associated Press, June 12, 2012, http://projects.registerguard.com/web/newslocalnews/28216815-41/meters-ashland-smart-opt-health.html.csp

- A Resolution Adopting An Opt Out Policy For The Automated Meter Reading Program, May 17, 2012http://www.ashland.or.us/SIB/files/2012-14%20AMR%20Opt%20Out%20Policy.pdf

[69] PA law (PA Act 129 § 2807(f)(3)) (see page 70 of this link @ line 22)

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
South Carolina: Duke Energy	$150 initial set up	$ 11.75 per month	**Applies for an analogue or radio off meter**	One-year contract. [71]
Tennessee: Memphis Light, Gas & Water	NO FEE	NO FEE	ANALOG	To opt-out, a customer must be in a current installation zone, meaning installers are scheduled to work in that area within the next 30 days.[72]
Texas: Austin Energy	$75.00*	$10.00*[73]		

[70] https://citizensforsafertech.ca/wp-content/uploads/2024/04/Rhode-Island-PUC-Docket-No.22-49-EL-RI-Energy-Advanced-Metering-Functionality-Business-Case-and-Cost-Recovery-Proposal-Day-1-Transcript-July-20-2023.pdf
See p.182

[71]

[73] http://austinenergy.com/wps/portal/ae/residential/residential-services/smart-meters/opt-out/!ut/p/a1/jdDLDoIwEAXQb3HBEjqWqMQdVoP46sKI2I2pphQSoKRUSfx6MW7U-OpuknNnmosYihEr-TmT3GSq5PltZv09YA9PCeAwGGAP_ICM5r1o1e1StwW7R0AndAxhRCOfzgkExP0z_-H58Cs_--MA1kuylIhV3KR2ViYKxXXBtbELYYSuUawqY6uTuVm_PLhea7VIhBbaOem2hNSYqh5aYEHTNI5USubCOXIL3iVSVbebniDalvbtn9jtvYI3Rd7B56aqYhNfFtP8vEjWoex0rlVrkts!/dl5/d5/L2dBISEvZ0FBIS9nQSEh/

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
Texas: San Antonio: CPS Energy	To replace Smart Meter (s): 1 $175 reg/ $35 low income 2 $250 reg/ $50 low income Each additional $75 reg/$15 low income No fees charged if the meter Xchange Program application form is submitted to CPS Energy prior to Smart Meter installation.[74] [75]	$20 reg $10 low income		FEE TYPE / STANDARD FEES / FEES for LOW INCOME CUSTOMERS Exchange ONE Meter Fee / $175.00* / $35.00* Exchange TWO Meters Fee / $250.00* / $50.00* For each additional Meter / $75.00* / $15.00* Monthly Meter Reading Fee / $20.00 / $10.00 • Smart Meter Xchange Program Fees applicable to qualified accounts • To qualify for low income status, customer must be at 125% of federal poverty level
Texas: Denton County: Coserv	$138 for removal	$25 [76]	"… looks like a standard meter, but lacks communication capabilities"[77]	
UTILITY	**ONE-TIME CHARGE**	**MONTHLY CHARGE**	**OPT-OUT OPTION**	**NOTES**

[74] https://www.cpsenergy.com/en/about-us/programs-services/smart-grid/smart-grid-opt-out.html

[75] **CPS Energy admits to overcharging customers with smart meters,** Kens5 News San Antonio, September 22, 2015 http://www.kens5.com/story/news/2015/09/21/cps-energy-admits-overcharging-customers-smart-meters/72600652 /

[75] **http://www.coserv.com/Newsroom/Inside-The-Lines/Archives/whats-the-difference-between-a-standard-and-nonstandard-meter-1797**

[77] http://www.coserv.com/Newsroom/Inside-The-Lines/Archives/whats-the-difference-between-a-standard-and-nonstandard-meter-1797

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
Vermont:	NO FEE NO FEE to have Smart Meter removed[78]	NO FEE	ANALOG or advanced digital with limited communication abilities	• On May 18, 2012, Governor Peter Shumlin signed into law S. 214 (Act 0170) allowing for smart meter installation if utility company (1) provides prior written notice to the customer indicating that the meter will use radio or other wireless means for two-way communication between the meter and the company and informing the customer of his or her rights; (2) allows a customer to choose not to have a wireless smart meter installed, at no additional monthly or other charge; and (3) allows a customer to require removal of a previously installed wireless smart meter for any reason and at an agreed-upon time, without incurring any charge for such removal.
Virginia: Dominion Virginia Power	NO FEE currently, but Dominion Virginia Power will be going before the State Corporation Commission of Virginia and requesting to charge fees.[79]	NO FEE currently, but Dominion Virginia Power will be going before the State Corporation Commission of Virginia and requesting to charge fees.	NON-COMMUNICATING METERS - smart meters with both the two-way communications and data storage features disabled.	Dominion Virginia Power has eliminated from all the meters the 2nd antenna that keeps track of what appliances are using how much electricity at any given time.[80]

[78] **Vermont 'Smart Meter' Opposition: No Opt Out Fee under New Legislation** https://publicservice.vermont.gov/electric/smart_grid

[79] Dominion Virginia Power: Interim Non-Communicating Meter Option Requirements https://www.dom.com/about/conservation/pdf/meter-option-requirements.pdf

[80] Dominion: Smart Meter FAQs: Are there alternatives to receiving a smart meter? https://www.dom.com/about/conservation/smartmeter-faqs.jsp

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
Washington State: Port Angeles City Council Public Works and Utilities	NO FEE - Smart Meter Program ended	NO FEE	**All** Smart-meter components that wirelessly transmit will be removed	City residents voiced repeated objections to the project, citing health concerns over the electromagnetic energy employed by the wireless devices. City Council approved a $1.8 million settlement with Mueller Systems LLC to end the "Smart" Meter program. All water and electric meters will be free of the controversial, electromagnetic Smart Meter components. [81]
Washington State: Seattle City Light	$124.43	$15.87 each billing cycle after initial fee	If smart meter already installed resident pays $84.21 for removal & reinstall of analog.	Discounts for low-income customers apply. Renters need landlord's approval to opt out.[82]
Washington State: Spokane/Avista		$5.00		https://www.krem.com/video/news/local/verify/verify-are-avistas-smart-meters-a-fire-hazard/293-7f6a2c20-8c55-4381-b9d3-4d06079c4673

[81] **Proposed $1.8 million settlement would end Port Angeles 'smart' meter dispute, Peninsula** Daily News, October 19. 2014 http://www.peninsuladailynews.com/article/20141019/news/310199902/proposed-18-million-settlement-would-end-port-angeles

[82] **Seattle Weekly,** May 10, 2017 http://www.seattleweekly.com/news/city-lights-smart-meters-are-hitting-the-grid-this-summer-is-there-anything-to-fear/

UTILITY	ONE-TIME CHARGE	MONTHLY CHARGE	OPT-OUT OPTION	NOTES
Wisconsin			None	
Guam: Guam Power Authority	approximately $235 (proposed)[83]	$18.33[84]		

[83] **GPA's Opt Out Program** Smart Energy Guam http://guampowerauthority.com/m.gpa_smart_opt_out.php

[84] **Get rid of smart meters** November 29, 2015, http://www.guampdn.com/story/opinion/2015/11/29/get-rid-smart-meters/76489884/

SPU
Shakopee Public Utilities

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

April 1, 2026

Re: AMI Meter Exchange Policy

Dear

On behalf of Shakopee Public Utilities (SPU), I write in response to your letter dated March 23, 2026. I will briefly clarify a few items.

This account is in arrears because the monthly manual meter reading fee has not been paid since implementation, resulting in a delinquent account status. This fee is expressly part of the option that you selected* under the AMI Meter Exchange Policy, which states:

> **Manual Read, Non-RF Communications** – A residential customer may choose to have AMI metering equipment with non-radiofrequency (RF) communications installed at their home. In selecting this option, the customer will be required to cover the associated costs . These costs include a one-time setup fee for meter reprogramming (to non-RF), materials, travel, and installation costs. The setup fee applies to each non-RF electric and/or water meter installed. In addition, a monthly manual reading fee (covering both meters) will be applied to each monthly billing statement.

Under SPU's typical policy, payments are applied to the oldest balance past due. In your case, recent payments were first applied to the outstanding water services balance (where the monthly manual meter reading fees are posted), which results in a partial payment or no payment in all other services on this account. Late fees will continue to accrue until the account is paid in full. Please note that ongoing arrears will result in disconnection.

Your letter also raised questions about the amount of the monthly fee. The chart provided does not include any references to Minnesota. SPU's particular fee was determined according to SPU's overall costs. As additional background, I note that although the Minnesota Public Utilities Commission generally does not regulate municipal utilities like SPU, it has approved a monthly manual meter reading fee of $80 for a state-regulated utility. In addition, although your letter includes general references to electro-hypersensitivity syndrome and similar medical conditions, no information has been presented as to a specific diagnosis of . In any case, SPU does not offer a customer self-read option.

Shakopee Public Utilities

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

SPU has had repeated discussions with you both on this topic, starting in November 2024. You have completed SPU's appeal process. Throughout this process, SPU offered multiple Commission-approved installation options, including a non-RF solution. SPU encourages you to bring your account current. More information on payment options can be found at www.shakopeeutilities.com.

Sincerely,

Gregory I Drent

Greg Drent, General Manager

**The Manual Read, Non-RF Communications option was selected when no response was received to a written request from SPU to choose one of the approved meter installation options. It was communicated that a non-response by the due date would result in SPU proceeding with this option.*

March 25, 2026

Shakopee Public Utilities
Attention: Greg Drent, General Manager
P.O. Box 470
255 Sarazin Street
Shakopee, Minnesota 55379-1470

Dear Mr. Drent,

Although SPU does not technically fall under the Minnesota Statutes we referenced, Federal and Constitutional Law applies, including, but not limited to:

- 42 USC §§12101, 12102, 12201, 12203, 12205
- 18 USC §§241-242

We are not in breach of our original contract. We continue to be in good standing with SPU on our original mutually agreed upon contract where we agreed to pay SPU for safely delivered electric and water services, the cost being determined by actual usage recorded by an analog meter without additional "manual meter reading fees". As in past communication, we assert that the unpaid amount in question is unlawful extortion and therefore does not warrant termination and disconnection of services.

This letter serves as notice of personal, corporate, organizational and agency liability for all consequences, damages, harm, injuries, losses, violations of rights, trespass, bad faith, negligence, nuisance, and malice, if SPU continues with unlawful charges and/or termination of our electric and water services. You may avoid this liability by:

1. Rescinding the Notice of Disconnect threat on our account (dated 2/24/2026);

2. Bringing our account back to good standing by waiving all past, present and future coercive penalty fees (currently described as "manual meter reading fees") associated with our account;

3. Retracting the Shakopee Public Utilities Commission Resolution No. 2025-06 regarding the "findings of fact and determining" our appeal;

4. Providing us with written confirmation when each of the above corrective measures are completed.

Sincerely,

SPU
Shakopee Public Utilities

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

April 1, 2026

Re: Nonpayment Notice and AMI Meter Exchange Policy -

Dear

On behalf of Shakopee Public Utilities (SPU), I write in response to your letter dated March 25, 2026. SPU simply notes that your account remains in arrears. If you wish to continue with the Non-RF Communications option under SPU's AMI Meter Exchange Policy, it expressly includes the monthly manual meter reading fee:

> **Manual Read, Non-RF Communications** – A residential customer may choose to have AMI metering equipment with non-radiofrequency (RF) communications installed at their home. In selecting this option, the customer will be required to cover the associated costs . These costs include a one-time setup fee for meter reprogramming (to non-RF), materials, travel, and installation costs. The setup fee applies to each non-RF electric and/or water meter installed. In addition, a monthly manual reading fee (covering both meters) will be applied to each monthly billing statement.

As noted in earlier correspondence, the failure to bring the account current will result in disconnection. You have already completed the appeal process on this issue. SPU strongly encourages you to bring your account current. More information on payment options can be found at www.shakopeeutilities.com.

Although SPU disagrees with the remaining statements in your recent letter, it is not productive to respond further.

Sincerely,

Gregory L Drent

Greg Drent, General Manager

Proposed As Consent Item **6a**

MINUTES OF THE
SHAKOPEE PUBLIC UTILITIES COMMISSION
March 2, 2026
Regular Meeting

1. Call to Order. President Letourneau called the March 2, 2026 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. Agenda Approval. Vice President Mocol moved, seconded by Commissioner Fox, to approve the agenda. Ayes: Letourneau, Mocol, DuLaney, Fox, and Krieg. Nays: None.

3. Communications. Sharon Walsh, Director of Marketing/Key Accounts/Special Projects, described a recent customer letter concerning the monthly manual meter reading. She noted that the failure to pay this fee resulted in a shortage for multiple services and, if unpaid, would result in disconnection.

4. Public Comment Period. No public comments were presented.

5. Consent Agenda. Commissioner DuLaney moved, seconded by Commissioner Krieg, to approve the consent agenda as presented:
(5a) February 2, 2026 Minutes;
(5b) March 2, 2026 Warrant List;
(5c) Monthly Water Dashboard for January 2026;
(5d) Highview Park 4th Addition Trunk Watermain Oversizing Resolutions #2026-05, -06;
(5e) Res #2026-07 Resolution Approving Shakopee Public Utilities Commission's Cogeneration and Small Power Production Tariff;
(5f) Adams Street Watermain Extension – Construction Cooperative Agreement needed with the City of Shakopee;
(5g) MMPA February 2026 meeting Update;
(5h) Res #2026-08 Resolution Approving Purchase of Property; and
(5i) Updates from last Commission Meeting: Cold Weather Rule, LIHEAP, and Disconnects
Ayes: Letourneau, Mocol, DuLaney, Fox, and Krieg. Nays: None.

6. Liaison Report. Commissioner DuLaney noted the City of Farmington situation on large power users. He also explained that the City of Shakopee conducted a survey in 2025 that included SPU utility service. He noted that of the 400 responses, 80% rated electric service as excellent or good and 59% for water, and highly rated community engagement.

7. Revised Billing, Credit & Collections Policy. Kelley Willemssen, Director of Finance and Administration, provided an overview of the revised Billing, Credit, and Collection Policy, explaining the primary revisions. She discussed account receivables status, noting that 89.42% of electric accounts and 89.97% of water accounts were current as of February 28. She also summarized SPU's disconnect process. Vice President Mocol moved to approve the Billing, Credit, and Collection Policy as presented. Commissioner Fox seconded the motion. Ayes: Letourneau, Mocol, DuLaney, Fox, and Krieg. Nays: None.

8. Potential Large Power User Considerations. Greg Drent, General Manager, noted that because SPU receives inquiries from potential large power users, including preliminary discussions with one developer currently, he wanted to have a Commission-level discussion. He explained that large users spread operations costs over more customers, and increased load factor may optimize system use, but they typically involve significant capital costs and increased wholesale power bills. He noted that a large user could potentially double the size of SPU's load in five years, along with annexations and growth. He discussed a hybrid approach of asking a large user to take on a significant portion of the initial capital costs. Mr. Drent noted that SPU would prohibit water use for cooling purposes. Commissioner Fox noted SPU's general philosophy of having development paying for itself. The discussion also included MMPA's role, ensuring sufficient capacity for future growth, renewable energy requirements, the payback period for SPU for any expenditures, and the potential for a business to not continue. Commissioner Krieg noted that SPU does not need to consider large power users, as the City enjoys on-going growth. Mr. Drent noted that no decisions are required tonight. Staff will continue to work with the potential development and that any contracts must return for Commission approval.

9. Operations Report. Brad Carlson, Director of Field Operations, presented a water update, noting that SEH is evaluating water vulnerabilities and an emergency action plan. The changeout for both water and electric meters for AMI is down to only three remaining. Mr. Carlson reported that Wells 12 and 17 have been reinstalled, that SPU received approval from the DNR to begin operations for Well 23, and that SPU received a $15,000 grant for water source protection. He noted that for residential customers not in compliance with Backflow Prevention testing, SPU has completed system lockouts for 275 of the 672 properties. For electric, Mr. Carlson reported on multifamily residential development and other projects. He noted that SPU crews will compete in the APPA Rodeo in Huntsville, Alabama. He reported four outages since the last Commission meeting: a boring crew hit a line, affecting 89 customers, a car hit a transformer in a snowstorm, affecting 83 customers, and an eagle hit an overhead line.

10. General Manager Report. Mr. Drent discussed attending a Chamber Legislative Priority meeting with legislators and City staff and the APPA legislative meeting in Washington D.C. where he was a lead presenter on affordability. He noted that Xcel Energy responded on service territory and work continues. Mr. Drent noted electric system planning and potential impacts with large users. He also noted that staff will meet with Minnesota Valley Electric staff to discuss the past agreement and potential future service territory. The agenda for the joint meeting with the City Council includes the year in review; City annexation, and an amendment to the PILOT agreement for large power users over 10 MW. Mr. Drent thanked Commissioner Fox for his six years of service as a Commissioner and his dedication.

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

Greg Drent, Commission Secretary

6b

Proposed As Consent Item

MINUTES OF THE
SHAKOPEE PUBLIC UTILITIES COMMISSION
March 16, 2026
Special Meeting

1. Call to Order. President Letourneau called the March 16, 2026 meeting of the Shakopee Public Utilities Commission to order at 5:00 P.M. President Letourneau, Commissioner DuLaney, Commissioner Fox, and Commissioner Krieg were present.

2. Agenda Approval. The Commissioners discussed starting with the Lead and Copper Rule item first. Commissioner Fox moved, seconded by Commissioner Krieg, to approve the agenda as so revised. Ayes: Letourneau, DuLaney, Fox, and Krieg. Nays: None.

3. Lead and Copper Rule – Bill Credit for Customer Testing. Brad Carlson, Director of Field Operations, explained that regulations require community water system testing in homes built before 1985. In past years, the testing involved 30 homes, but with adding Well #23, the requirement has increased to 60 homes. SPU currently has 43 homes participating, but despite outreach efforts, is struggling to involve additional customers. SPU staff recommends giving customers a $50 bill credit for performing the two required tests. SPU must provide a plan to the Minnesota Department of Health in the next weeks of how to involve the required customers. Commissioner DuLaney moved, seconded by Commissioner Fox, to approve the $50 bill credit to customers who participate in both components of the lead and copper water testing. Ayes: Letourneau, DuLaney, Fox, and Krieg. Nays: None.

4. Letter of Intent Large Electric Load Customer. Greg Drent, General Manager, explained that a large customer approached SPU about service involving two phases. After considering input from the Commission's last meeting and discussions with the informal working group, a proposed letter of intent is before the Commission for approval. For this project, SPU will need to make significant infrastructure changes, including construction of several multi-circuit duct banks from SPU substations to the customer, a transformer at the Pike Lake Substation, and two circuits out of the East Shakopee Substation. SPU will require that the customer does not use our ground water for cooling purposes. Among other requirements, the customer must pay 75% of the infrastructure costs and the customer may be eligible for a rebate up to 25% of the off-site costs if certain operational benchmarks are met. Neb Abdul, Shakopee Capital, LLC, was present to answer any questions. Commissioner Krieg moved, seconded by Commissioner DuLaney, to approve the Letter of Intent as presented. Ayes: Letourneau, DuLaney, Fox, and Krieg. Nays: None.

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

Greg Drent, Commission Secretary

MINUTES OF THE
SHAKOPEE PUBLIC UTILITIES COMMISSION
March 17, 2026
Special Meeting - Joint Meeting with the City Council

1. Call to Order. President Letourneau called the March 17, 2026 special meeting of the Shakopee Public Utilities Commission to order at 7:15 P.M. at the City Council Chambers meeting room. President Letourneau, Vice President Mocol, Commissioner DuLaney, and Commissioner Krieg were present. Mayor Lehman called the meeting of the City of Shakopee City Council to order. All five Council Members were present.

2. Agenda Approval. Commissioner DuLaney moved to approve the agenda, seconded by Vice President Mocol. Ayes: Letourneau, Mocol, DuLaney, and Krieg. Nays: None.

3. SPU Year in Review. Greg Drent, General Manager, presented SPU's Year in Review. He provided an overview of the Advanced Metering Infrastructure (AMI) process, including the benefits of remote monitoring, the transition status, and the option for manual meter reading. Mr. Drent highlighted the customized water tower, which was recognized as one of the top twelve water towers in the country. He also provided an update on establishing a Solar Grid Access charge to protect ratepayers, updated internal policies, water infrastructure, including Pumphouse #23, bids for Tank #9, and a new booster station to blend two pressure zones, and recognition of SPU's in-kind services for Hockey Day Minnesota in 2025. Mr. Drent emphasized SPU's proactive steps as to safety issues with tree trimming, replacing purple streetlights, pole inspections, large equipment insulation testing, overhead line removal/underground, and the West Shakopee Substation relays. Mr. Drent also discussed growth and developments, noting that SPU continues to work on electric service territory with Xcel Energy in the Northeast side of the City and with Minnesota Valley Electric as to the Louisville Township annexation process. He described the state and federal water requirements. Mr. Drent reported that SPU continues to be recognized for reliable electric service, with a reliability score of 99.994%.

4. City Annexation/Future Planning. Michael Kerski, Director of Planning & Development for the City of Shakopee, provided an overview of recent annexations by the City, including the Bauer property, Greenview with the Scott County communication towers, and Jackson Township. He explained that the City is planning to annex a small portion of property to finish off Zumbro so that it all falls within the City limits. Mr. Kerski noted that the Sand Family has a portion of property in Louisville and is discussing potential annexation in 2027. He noted that in the longer term, the area south of that may be considered. Mr. Kerski explained that the City is unlikely to grow past 150th Street as the Mdewakanton Sioux Community has purchased the rest of the land. He noted an area on the south side of 41 and the west side of 169 that could be annexed as possible industrial use.

5. PILOT Agreement. Mr. Drent discussed the Agreement Regarding Payment in Lieu of Taxes, which the City and SPU signed on December 21, 2021. Since that agreement, SPU has

received interest from large-load customers in excess of 10 megawatts. He explained that the City's current franchise with Xcel Energy includes a reduced percentage for large commercial and industrial customers, reducing the percentage from 3% to 0.5% for gross revenues exceeding $950,000. Large users seek similar reductions in SPU's PILOT agreement with the City. Mr. Drent discussed the draft first amendment to the 2021 PILOT agreement, which proposes applying the current percentages of 5.5% and 0.5% to the first $1,500,000 of gross defined sales in a calendar year, and then decreasing the percentage to 1% for large users over 10 megawatts. William Reynolds, City Administrator, explained that the amendment was grounded in fairness for customers of Xcel Energy and SPU and that no action was requested on the amendment tonight. City Council Members and Commissioners discussed the policy and practical implications of the draft amendment.

6. Adjourn. Motion by Vice President Mocol, seconded by Commissioner Krieg to adjourn the Commission meeting. Ayes: Krieg, Letourneau, DuLaney, and Mocol. Nays: None. Motion carried.

Greg Drent, Commission Secretary

Proposed As Consent Item **6d**

SHAKOPEE PUBLIC UTILITIES COMMISSION

WARRANT LISTING

April 6, 2026

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

WEEK OF 02/27/2026

AMINA ABUKAR	$20.00	REBATE - LEAFBLOWER
ALTEC INDUSTRIES INC	$2,690.85	OX BLCOK W/ ATTACHED 4' X 5/8" SLING
AMARIL UNIFORM COMPANY	$1,447.21	SPU CLOTHING ORDER T.BREZINA
BARR ENGINEERING CO.	$855.00	WO#2683 TANK 9 - JANUARY
BORDER STATES ELECTRIC SUPPLY	$345,454.36	VFI 11/9 16KA 600A/600A SWITCHGEAR
CHOICE ELECTRIC INC	$445.00	PUMPHOUSE#20-THERMOSTAT REPAIR
DAKOTA SUPPLY GROUP	$1,073.00	8'-15' ADJUSTABLE BY 1' VALVE BOX
GREG DRENT	$414.00	PER DIEM APPA CONF DC 2/21-2/25 2026
FERGUSON US HOLDINGS, INC.	$129.34	ULTIM HYD WRCH (W)
JOIADA FRANSEN	$25.00	REBATE - CHAINSAW
MATTHEW GRIEBEL	$102.00	PER DIEM ST CLOUD MN 2/17-2/18 2026
BRAD GUSTAFSON	$102.00	PER DIEM ST CLOUD 2/17-2/18 2026
HAWKINS INC	$2,532.50	MAINT OF CHLORINE EQUIPMENT
HENNEN'S AUTO SERVICE INC.	$311.27	OIL CHANGE ENG TRUCK#637
INNOVATIVE OFFICE SOLUTIONS	$476.19	OFFICE SUPPLIES
IRBY - STUART C IRBY CO	$615.00	CONNECTOR #1/0
MATTHEW KAHLE	$102.00	PER DIEM ST CLOUD 2/17-2/18 2026
LOCATORS & SUPPLIES INC	$816.19	TRAFFIC CONES
MATHESON TRI-GAS INC	$590.62	NITROGEN IND SZ 200 C/O
MID-COUNTY FABRICATING INC.	$4,714.31	CHIPPER BOX / WO2972
MINN VALLEY TESTING LABS INC	$382.50	WATER TESTING COLIFORM
NAPA AUTO PARTS	$67.17	WIRE KIT(E)
POWER TESTING AND ENERGIZATION INC.	$1,728.00	S SUBSTATION RELAY SWAP
PRECISION UTILITIES LLC	$6,060.00	EMERGENCY REPAIR WORK AT EASTVIEW CIR
RESCO	$163,093.89	3PH 75KVA DUAL PRIM LOW SECOND
JUSTIN ROTERT	$243.96	PER DIEM WELCH MN 2/18-2/20/REIMB MILEAG
JACK SCHINTZ	$170.00	PER DIEM WELCH MN 2/17-2/20 2026
SHORT ELLIOTT HENDRICKSON INC	$4,016.00	SEH WELLHEAD PROTECTION PLAN PART
THE IMAGINE GROUP, LLC	$70,010.00	INTERIOR LIGHTING REBATE
USABLUEBOOK	$222.36	J38:SPECIAL/4531500 4531500(W)
VESSCO, INC	$2,470.42	3"AIR/VAC VALVE/4" SURGE Ck VALVE WO3111
WARNERS' STELLIAN APPLIANCE CO	$4,862.00	INTERIOR LIGHTING REBATE
ZIEGLER INC	$52,372.89	CAT 255 PRO PLUS TRACK MACHINE WO3123
HEALTH EQUITY INC.	$910.27	MEDICAL FSA CLAIM REIMB C.S/D.H
ZAYO GROUP, LLC	$4,155.66	FEBRUARY 2026 T1 LINE
PRINCIPAL LIFE INS. COMPANY	3,543.17	JAN. MNPFML PREMIUMS
Total Week of 02/27/2026	**$677,224.13**	

WEEK OF 03/06/2026

CREDIT REFUNDS	$5,595.92	CREDIT REFUNDS
AAR BUILDING SERVICE CO.	$4,468.51	MARCH CLEANING SERVICE
ABDO LLP	$4,601.80	FEBRUARY FS ACCOUNTING SERVICES
AMARIL UNIFORM COMPANY	$2,246.99	IV293624
APPLE FORD OF SHAKOPEE	$340.08	OIL CHANGE TRK#650(W)
ARAMARK REFRESHMENT SERVICES INC	$180.11	COFFEE
BARNA GUZY & STEFFEN LTD	$7,615.00	WO#2844 E SUB PROP 77283-001 FEB
BERGERSON-CASWELL INC	$946.34	CHANGING PACKING 1&2 BOOSTER PUMPS
BORDER STATES ELECTRIC SUPPLY	$73,562.73	VFI 11 16KA 600A/600A SWITCHGEAR
BUSINESS MANAGEMENT DAILY	$211.00	1 YR HR SPEC EMPLOY LAW ACCT#43997799
CHOICE ELECTRIC INC	$510.00	PUMPHOUSE#20-REPAIR RECEPTACLE
CITY OF SHAKOPEE	$546,047.45	FEBRUARY SW$420,150.65 / SD $125,896.80
CITY OF SHAKOPEE	$370,432.00	PILOT TRANSFER FEE - FEBRUARY 2026
PRESTON COLEMAN	$299.98	REIMBURSE SAFETY BOOTS
CONCRETE CUTTING & CORING INC	$36.07	CONNECTOR/CARBURETOR BOX COVER
CORE & MAIN LP	$595.89	REREOUNDER TOOL THRU 2"COPPER(W)
CUSTOMER CONTACT SERVICES	$374.92	ANSWERING SERVICE 3/3-3/30 2026
DSI/LSI	$584.50	MARCH GARBAGE SERVICE
EDM INTERNATIONAL, INC.	$290.00	RENEWAL CELL PHASETRAKK. 3/16/26-3/16/27
EH WACHS	$104,241.00	NEW VALVE FOR MAINT TRAILER WO3128
FLYTE HCM LLC	$10.00	FEBRUARY COBRA
FORESTAR(USA) REAL ESTATE GRP INC	$34,230.68	OVERSIZING PAYOUT RES #2026-06
GRAINGER INC	$128.10	BATTERY(E)
HEATHER HAGE	$175.00	ENERGY STAR CLOTHES WASHER REBATE
HAWKINS INC	$8,377.80	CHEMICALS/CHLORINE CYLINDERS DEMURRAGE
HENNEN'S AUTO SERVICE INC.	$33.24	RESET TPMS TRK#651(W)
INDELCO PLASTICS CORP	$477.56	3/8"OD LDPE TUBING/BUSHING(W)
INNOVATIVE OFFICE SOLUTIONS	$37.89	OFFICE SUPPLIES
INT'L UNION OF OPER ENGINEERS LOCAL 49	$1,279.81	UNION DUES % OF PAY
INTERSTATE ALL BATTERY CTR	$19.51	BATTERY(E)
IRBY - STUART C IRBY CO	$5,299.84	MODULE 1 POINT STAND OFF 600A
JT SERVICES	$176,196.08	POLE ST. LIGHT 24' PAINTED ALUMINUM BURY
LOCATORS & SUPPLIES INC	$151.86	WHITE/BLK MARKING PAINT
MACQUEEN	$2,403.56	WO#3107 LIGHTBAR
KEVIN MENDEN	$284.99	PER DIEM ST CLOUD MN/REIMB MILEAGE
MINN VALLEY TESTING LABS INC	$524.50	WATER TESTING COPPER & LEAD
TONY MYERS	$161.00	PER DIEM AURORA CO ISAC TRAINING
NAPA AUTO PARTS	$173.39	BATTERY(E)
PEIFER SECURITY SOLUTIONS LLC	$1,265.00	CL2-M4 GEN2 CYBERLOCK 1 1/4"MORTISE CYL
PLUNKETT'S PEST CONT, INC.	$485.30	RODENT CONTROL @ WEST SUB HOUSES
QUALITY FORKLIFT SALES & SERVICE	$7,323.72	FORKLIFT #643 REPAIR
WILLIAM & MARY REIN	$50.00	WATER SENSE TOILET REBATE
RESCO	$23,690.97	3PH 150KVA DUAL PRIM LOW SECOND
SCOTT COUNTY VSQG COLLECTION PROGRAM	$2,005.71	VSQG WASTE COLLECTION SITE
SUBSURFACE SOLUTIONS	$179.90	E-CERT CALIBRATION CREDIT FOR RD7200
VERIZON	$650.65	JAN TRUCK TRACKING
VIVID IMAGE, INC.	$650.00	ESSENTIAL + PLAN 3/1-3/31 2026
PAUL WAGNER	$75.00	ENERGY STAR REFRIGERATOR REBATE
WATER CONSERVATION SERVICE INC	$1,300.80	WATER LEAK LASITANO CTY15/2031 CLEARWATE
WESCO RECEIVABLES CORP.	$46,123.88	CONNECTOR #1/0
CHRIS & SARA WIER	$129.98	ENERGY STAR REFRIGERATOR REBATE
GREGORY WRIGHT	$75.00	ENERGY STAR REFRIGERATOR REBATE
AMERICAN NATL BANK_MASTERCARD_ACH	$9,150.90	FEBRUARY CC STMT
CENTERPOINT ENERGY - ACH	$6,595.78	1/8/26-2/6/26 @ 255 SARAZIN #5258454-7
FIRST DATA CORPORATION	$17,406.56	FEBRUARY CC FEES
HEALTH EQUITY INC.	$107.92	MEDICAL CLAIM REIMB C.S./C.M.
HEALTH EQUITY INC.	$221.00	FEB. INVOICE
MMPA C/O AVANT ENERGY	$2,491,019.64	FEBRUARY POWER BILL
MN DEPT OF REVENUE ACH PAYMENTS	$317,557.00	FEBRUARY SALES TAX PAYABLE
VERIZON WIRELESS SERVICES LLC	$3,812.19	FEB CELL 1/24/-2/23/26
DELTA DENTAL PLAN OF MN	$6,562.04	FEB. PREMIUMS
HEALTHPARTNERS	$76,989.74	MARCH INVOICE/FEB. CHARGE MONTH
MINNESOTA LIFE	$1,325.66	FEB. INVOICE
PRINCIPAL LIFE INS. COMPANY	$3,782.62	FEB. PREMIUMS
PAYROLL DIRECT DEPOSIT 03.06.26	$136,098.09	
BENEFITS & TAXES FOR 03.06.26	$148,173.15	
Total Week of 03/06/2026	**$4,655,953.30**	

WEEK OF 03/13/2026

CITY OF SHAKOPEE	$5,085.55	FEBRUARY FUEL BILL
DANCO COMMERCIAL PAINTERS INC	$3,425.00	SPU EXT BLDG PAINTING 50% DOWN WO3132
FRONTIER ENERGY, INC.	$2,755.78	SHAKO C&I IMPLENTATION-FEBRUARY
GOPHER STATE ONE-CALL	$278.10	FEBRUARY TICKETS
MATTHEW KAHLE	$26.00	LICENSE RENEWAL
MN OCCUPATIONAL HEALTH - LOCKBOX 135054	$356.00	DRUG TESTING
NISC	$35,494.69	FEBRUARY PRINT SERVICES
NORTHERN STATES POWER CO	$2,931.33	FEBRUARY POWER BILL
OFFICE OF MNIT SERVICES	$776.90	FEBRUARY (WAN) SERVICE
SPENCER FANE LLP	$24,386.00	FEBRUARY LEGAL FEES
SRF CONSULTING GROUP, INC.	$339.90	WO#2634 FEBRUARY SERVICES
STAR ENERGY SERVICES	$38.75	GIS SUPPORT SERVICES SHAKOGISMAP
Total Week of 03/13/2026	**$75,894.00**	

WEEK OF 03/20/2026

4 PHASE POWER LLC	$1,350.00	WEST SUB CIRCUIT BREAKER REPAIR
ALTEC INDUSTRIES INC	$1,271.78	WIRE TONG 1-1/2" X 10'10"
APPA	$23,358.81	4/1/26-3/31/27 UTILITY MEMBERSHIP
APPLE FORD OF SHAKOPEE	$1,509.98	OIL CHANGE/WIPERS/AIR FILTER TRK#611(E)
BARR ENGINEERING CO.	$35,033.00	TANK # 9 WO2688 FEBRUARY
BORDER STATES ELECTRIC SUPPLY	$92,191.29	VFI 11 16KA 600A/600A SWITCHGEAR
CANTERBURY PARK ENTERTAINMENT LLC	$962.00	LED LIGHTING REBATE
PRESTON COLEMAN	$170.00	PER DIEM NEW ULM MN
CORE & MAIN LP	$219.85	COPPER REROUNDERS(W)
DALKIA ENERGY SOLUTIONS LLC	$3,783.00	LED INTERIOR LIGHTING REBATE
DGR ENGINEERING	$5,779.64	WO#3076 PIKE LAKE 76 FDR EXTENSION FEB
STEVE GAVETT	$255.00	ENERGY STAR DISHWASHER REBATE
DAN GELHAYE	$325.00	ENERGY STAR CLOTHES WASHER REBATE
GLOBAL INDUSTRIAL	$57.21	MATERIAL REQUISITION BOOK(E)
MARTIN GLYNN	$429.35	PER DIEM S.E AWWA 3/9-3/12 REIMB MILEAGE
GOPHER STATE ONE-CALL	$646.65	NOVEMBER 2025 TICKETS
KELLY GORMLEY	$500.00	ENERGY STAR COOLING/HEATING REBATE
GRAINGER INC	$1,246.03	SLOW CLOSING SOLENOID VALVE(W)
HDR ENGINEERING INC	$15,141.71	SOLID DIELECTRIC SWITCHGEAR SPEC
HENNEN'S AUTO SERVICE INC.	$103.64	OIL CHANGE TRK#642 (E)
INNOVATIVE OFFICE SOLUTIONS	$167.58	OFFICE SUPPLIES
INTERSTATE POWER SYSTEMS	$4,533.00	INSPECTION "A" P.H.#9
IRBY - STUART C IRBY CO	$11,716.78	MILW 2978-BGCUT 6T BG LINEAR CRIMP & JAW
JOHNSON CONTROLS FIRE PROTECTION LP	$3,115.75	SPRINKLER/FIRE ALARM SVC 4/1-26-3/31/27
GEORGE JOSEPH	$95.00	PUSHMOWER REBATE
STEPHEN JOSEPH	$95.00	TRIMMER REBATE
KEYS WELL DRILLING COMPANY, INC	$66,715.00	WELL 12 REHAB WO#3111
JASON KREUTZ	$175.00	ENERGY STAR CLOTHES WASHER REBATE
KWIK TRIP INC & SUBSIDIARIES	$58.80	HIGH EFFICIENCY A/C SYSTEM REBATE
DAI LE	$175.00	ENERGY STAR CLOTHES WASHER REBATE
LOFFLER COMPANIES - 131511	$204.51	CONTRACT CHG 2025 MAINT AGREE FEB
ANDREW LOGERQUIST	$50.00	WATER SENSE TOILET REBATE
MACQUEEN	$933.80	LED SURFACE MOUNT LIGHTHEAD
MASTER ELECTRIC INC.	$16,450.00	ANNUAL TEST INSPECTIONS 15 LOCATIONS
MGX EQUIPMENT SERVICES, LLC	$71.50	STAND LOCK PIN/HAIRPIN COTTER
MINN DEPT OF COMMERCE	$10,483.43	4TH QTR FISCAL YR 2026 INDIRECT ASSESS
MINN VALLEY TESTING LABS INC	$782.70	WATER TESTING COLIFORM
MMUA	$1,170.00	2026 U.G. SCHOOL REG KING/O'BRIEN
MOBILE HEALTH SERVICES LLC	$876.50	ANNUAL HEARING TEST
NORTHERN STATES POWER CO	$15,000.00	SYSTEM IMPACT STUDY WS SUB DEPOSIT
TYLER O'BRIEN	$227.27	PER DIEM NEW ULM MN/REIMB MILEAGE
LYNNE PATTERSON	$100.00	ENERGY STAR DISHWASHER REBATE
PYE-BARKER FIRE & SAFETY, LLC	$683.34	INSPECTION NOVEC SYSTEM 3/4/26
QUALITY FORKLIFT SALES & SERVICE	$1,412.06	FORKLIFT REPAIR
ARUNA RAJARAM	$150.00	ENERGY STAR DISHWASHER REBATE
RESCO	$15,182.57	GROUND ROD 5/8" X 8'/ELBOW 1/0 SOL 15KV
RW BECK GROUP, INC, LEIDOS ENG. LL	$13,131.00	SPU OPERATING STUDIES FEB 2025
RYAN & ERIN SCHMITZ	$125.00	ENERGY STAR CLOTHES WASHER REBATE
JAMES SCHNEIDER	$75.00	ENERGY STAR REFRIGERATOR REBATE
SCOTT COUNTY TREASURER	$2,275.00	ANNUAL LICENSE FEE/MNS000109611
SHERWIN WILLIAMS	$60.09	PAINT / WATER DEPT
SHORT ELLIOTT HENDRICKSON INC	$2,155.86	WO 3092 ADAMS ST WM EXT FEBRUARY
TRAUT COMPANIES	$104,780.00	WO 3111 WELL 17 REHAB PROJECT
UNITED SYSTEMS & SOFTWARE INC	$57,980.00	ERW-1601-002 500W WATER REMOTE MODULE
UPS STORE # 4009	$184.27	UPS SHIPMENT (W)
USABLUEBOOK	$625.10	POCKET PRO + PH & TEMP TESTER
SPIRO VOURLOS	$100.00	ENERGY STAR DISHWASHER REBATE
WESCO RECEIVABLES CORP.	$593.00	GROUNDING TRANS LUG
XCEL ENERGY	$3,664.02	ACCT#51-5636204-8 VALLEY PK 1/25-2/24
ZOOM VIDEO COMMUNICATIONS INC	$487.36	PRO ANNUAL SUBSCRIP 2/23/26-2/22/27
FP MAILING SOLUTIONS	$4,000.00	REPLENISH POSTAGE TO MACHINE 3.17.26
HEALTH EQUITY INC.	$372.03	HCRA HEALTH CLAIM REIMB 3.17.26 B.C.
VERIZON WIRELESS SERVICES LLC	$737.42	MONTHLYPEPWAVE POTSOLVE 2/6-3/5 2026
PRINCIPAL LIFE INS. COMPANY	$217.72	SS/MED FOR EMPLOYEE OUT ON MNPFML
PRINCIPAL LIFE INS. COMPANY	$3,986.27	FEB. MNPFML INVOICE
PAYROLL DIRECT DEPOSIT 03.20.26	$134,834.85	
BENEFITS & TAXES FOR 03.20.26	$143,893.67	
Total Week of 03/20/2026	**$809,236.19**	

WEEK OF 03/27/2026

ACTION OVERHEAD GARAGE DOOR LLC	$225.00	SERVICE CALL / GARAGE DOOR
B & B TRANSFORMER INC	$151,220.00	25/37.5/50 3 PH TRANSFORMERS
BORDER STATES ELECTRIC SUPPLY	$293.94	MIW - 49-16-W840 W STYLE DIE: W-K840
BRIAN CHALLANS	$500.00	RESIDENTIAL SOLAR REBATE
CITY OF SHAKOPEE	$100.00	SPU MEMBERSHIP KEVIN MENDEN
COMCAST CABLE COMM INC.	$2.27	CABLE FOR BREAKROOMS
DITCHWITCH OF MINNESOTA	$141.63	U-BOLT/DEFLECTOR(E)
GREG DRENT	$116.92	PER DIEM MMUA CONF 3-24-3/25 2026
ECM PUBLISHERS, INC	$445.50	ADAMS ST WM ETX WO#3092
EUNA SOLUTIONS INC	$59,006.62	SAAS SUBSCRIPTION 1/13/26-1/12/27
FERGUSON US HOLDINGS, INC.	$252.70	TYLER VLV BX LID WTR LOCKING 5-1/4
GRAINGER INC	$453.09	ALL PURPOSE CLEANER(E)
HACH COMPANY	$762.15	RCC 3900 (P) (FRRF)
JO HESSEN	$500.00	RESIDENTIAL SOLAR REBATE
HIGH POINT NETWORKS, LLC	$61.25	VCENETR SUPPORT
HOMESTEAD ENGRAVING LLC	$1,518.00	SPU CLOTHING ORDER
INNOVATIVE OFFICE SOLUTIONS	$670.31	OFFICE SUPPLIES
IRBY - STUART C IRBY CO	$178,861.49	1/0 PRIMARY CABLE UG SOL ALUM 15KV EPR
HOLLY JOHNSON	$500.00	RESIDENTIAL SOLAR REBATE
JT SERVICES	$955.88	2.5" CARRIAGE BOLT SET
LIGHTNING PRINTING INC.	$91.22	BUSINESS CARDS D.HAGEN
MACQUEEN	$80.28	MUD FLAPS WATER TRUCK
GRETCHEN MADSEN	$150.00	ENERGY STAR DISHWASHER REBATE
MICLARYN MANDERY	$500.00	RESIDENTIAL SOLAR REBATE
MID AMERICA METER LLC	$3,125.50	METER TESTING WO3111
MINN VALLEY TESTING LABS INC	$723.60	WATER TESTING COLIFORM
MMUA	$415.00	2026 LOCATING WORKSHOP 5.19.26 K.MENDEN
MN DEPT OF HEALTH	$49,570.38	1ST QTR 2026 COMM WATER SUP SVC CONN FEE
RESCO	$1,818.23	VT PACK 12' WIRING HARNESS
ST. LOUIS MRO, INC.	$10.00	DRUG TESTING FORMS 2/5/26 T.D.(E)
STINSON LLP	$1,687.50	WO3020 UTIL SVC TERR DISPUTE FEB 2026
USABLUEBOOK	$618.86	DEIONIZED WATER
WESCO RECEIVABLES CORP.	$797.52	TE CSBS-2-250 UG CONN SHEARBOLT
KELLY WILLI	$500.00	RESIDENTIAL SOLAR REBATE
HEALTH EQUITY INC.	$2,019.22	DCRA DAYCARE CLAIM REIMB R.L
ZAYO GROUP, LLC	$4,343.86	MARCH T1 LINE
Total Week of 03/27/2026	**$463,037.92**	
Grand Total	**$6,681,345.54**	

Kelley Willemssen

Presented for approval by: Director of Finance & Administration

Approved by General Manager

Approved by Commission President

Proposed As Consent Item **6e**

Monthly Water Dashboard

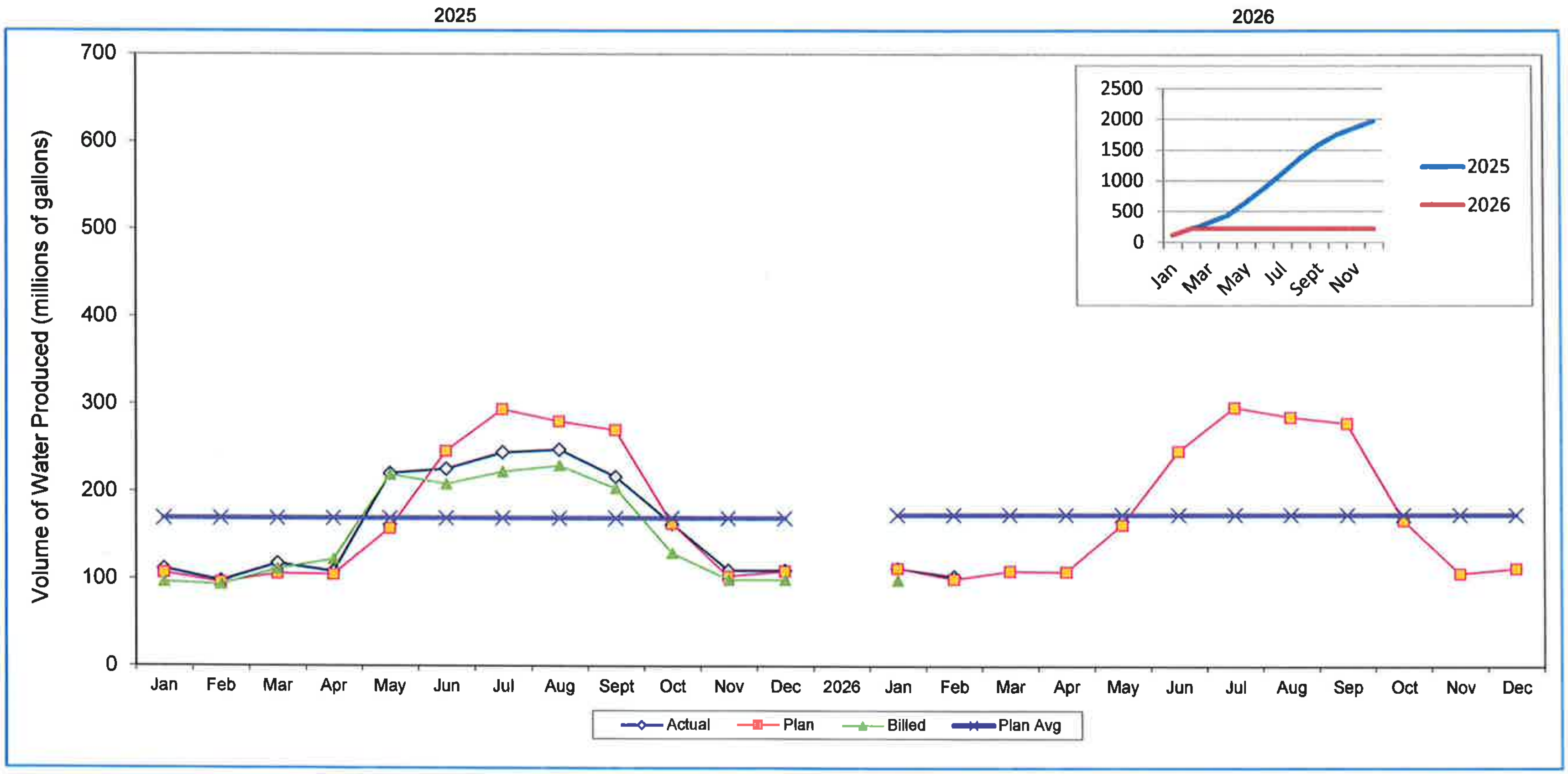
As of: February 2026 **Shakopee Public Utilities Commission**

ALL VALUES IN MILLIONS OF GALLONS

Element/Measure Water Pumped/Metered

Last 6 months actuals	217	163	110	110	112	103

Monthly Avg	
2024	161
2025	165
2026	135



2025	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	2026	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Actual	112	98	118	109	221	226	245	248	217	163	110	110		112	103										
Plan	107	96	106	105	158	246	294	280	270	163	103	109		112	100	109	108	162	246	296	285	278	167	106	112
YTD % *														100%	101%										
Billed	97	94	112	123	220	209	223	230	204	130	100	100		99											

* Actual gallons pumped vs. Plan

Proposed As Consent Item 6f

Shakopee Public Utilities

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

SHAKOPEE PUBLIC UTILITIES
MEMORANDUM

TO: Greg Drent, General Manager

FROM: Ryan Halverson, Director of Water Engineering & Operations

SUBJECT: Nitrate Results - Advisory

DATE: April 6, 2026

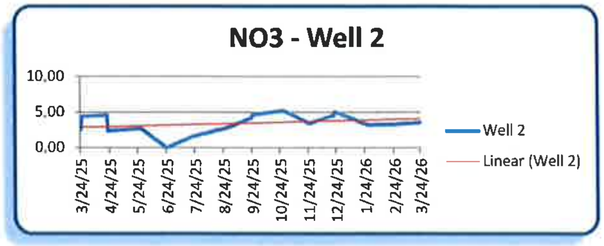
Attached are the latest nitrate results for our production wells. The analysis provided is for the prior 13-months of data collected with trend graphs.

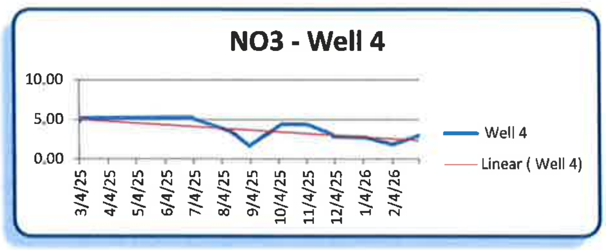
RP3

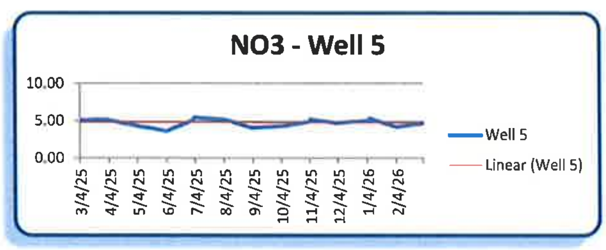
MN Department of Health
800-818-9318

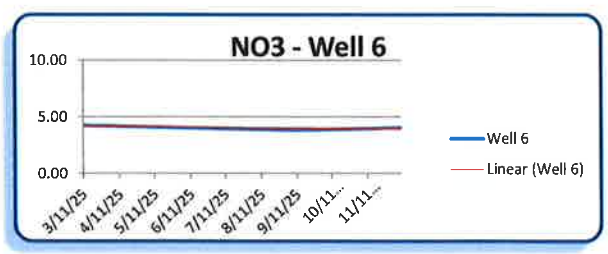
Shakopee Public Utilities Commission
Water Department
Nitrate Results
Reported in mg/L

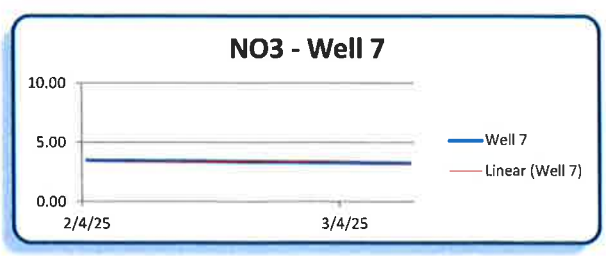
Location	Sample Collected	Results Received	Results	Lab
2	3/25/25	4/2/25	4.40	MVTL
2	4/22/25	5/2/25	2.41	MVTL
2	3/24/25	5/5/25	2.60	MDH
2	4/21/25	5/8/25	4.60	MDH
2	5/27/25	5/28/25	2.78	MVTL
2	6/24/2025	6/30/2025	<0.05	MVTL
2	7/22/2025	7/25/2025	1.65	MVTL
2	8/27/2025	9/3/2025	2.81	MVTL
2	9/23/2025	10/28/2025	4.20	MDH
2	9/25/2025	9/29/2025	4.65	MVTL
2	10/28/2025	11/5/2025	5.24	MVTL
2	11/25/2025	12/2/2025	3.48	MVTL
2	12/22/2025	1/9/2026	4.60	MDH
2	12/23/2025	12/24/2025	5.08	MVTL
2	1/27/2026	2/13/2026	3.26	MVTL
2	2/24/2026	3/3/2026	3.32	MVTL
2	3/24/2026	3/27/2026	3.60	MVTL
4	3/4/25	4/2/25	4.81	MVTL
4	3/4/25	4/2/25	5.20	MDH
4	7/2/25	7/17/25	5.28	MVTL
4	7/3/25	7/18/25	5.10	MDH
4	8/12/25	9/3/25	3.60	MVTL
4	9/2/25	9/25/25	1.76	MVTL
4	9/2/25	10/28/25	1.80	MDH
4	10/7/25	10/28/25	4.42	MVTL
4	11/4/25	12/2/25	4.41	MVTL
4	12/1/25	12/24/25	3.20	MDH
4	12/2/25	12/24/25	2.94	MVTL
4	1/6/26	2/13/26	2.80	MVTL
4	2/3/26	2/13/26	1.91	MVTL
4	3/3/26	3/27/26	3.02	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	6/3/25	6/30/25	3.71	MVTL
5	7/2/25	7/17/25	5.50	MDH
5	7/1/25	7/17/25	5.16	MVTL
5	8/5/25	9/3/25	5.18	MVTL
5	9/2/25	9/25/25	4.14	MVTL
5	10/7/25	10/28/25	4.40	MVTL
5	11/4/25	12/17/25	5.00	MDH
5	11/4/25	12/2/25	5.25	MVTL
5	12/2/25	12/24/25	4.80	MVTL
5	1/6/26	2/13/26	5.10	MDH
5	1/6/26	2/13/26	5.37	MVTL
5	2/3/26	2/13/26	4.28	MVTL
5	3/3/26	3/27/26	4.73	MVTL
6	3/11/25	4/2/25	4.30	MDH
6	9/11/25	10/28/25	3.90	MDH
6	12/8/2025	12/24/2025	4.10	MDH
7	2/4/25	2/14/25	3.54	MVTL
7	3/11/25	4/2/25	3.30	MDH











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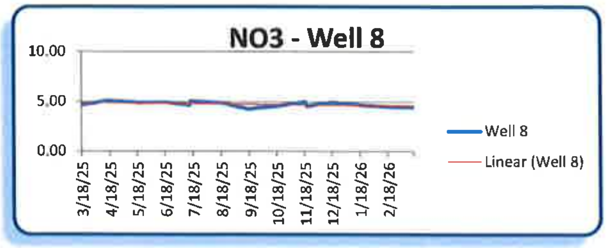
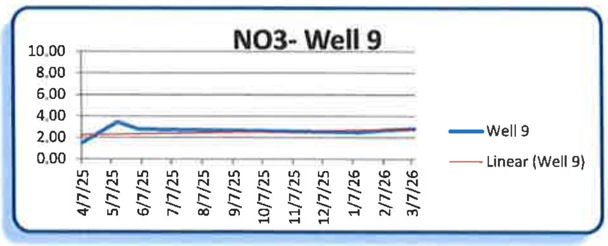
TCWC = Twin City Water Clinic

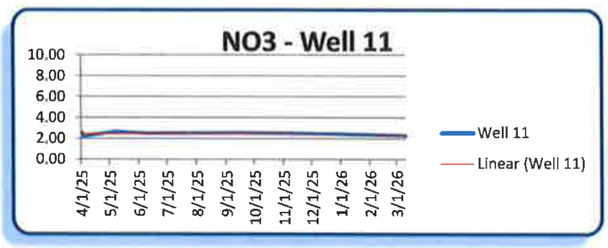
MN Department of Health
800-818-9318

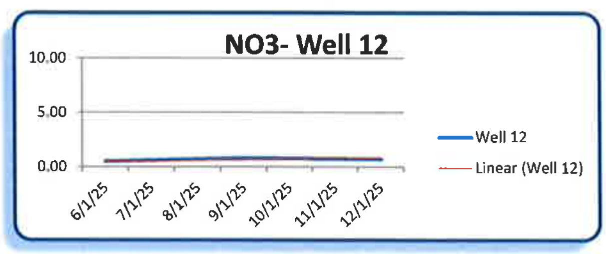
Shakopee Public Utilities Commission
Water Department
Nitrate Results
Reported in mg/L

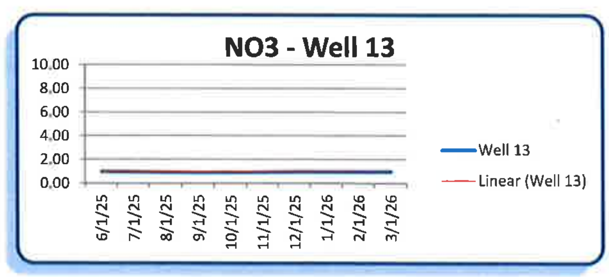
Location	Sample Collected	Results Received	Results	Lab
8	3/18/25	4/2/25	**4.68**	MVTL
8	4/15/25	5/2/25	**5.12**	MVTL
8	5/20/25	5/28/25	**4.93**	MVTL
8	6/17/25	6/30/25	**4.97**	MVTL
8	7/15/25	7/17/25	**5.07**	MVTL
8	7/14/25	7/23/25	**4.70**	MDH
8	8/19/25	9/3/25	**4.90**	MVTL
8	9/16/25	9/25/25	**4.28**	MVTL
8	10/21/25	10/28/25	**4.64**	MVTL
8	11/20/25	12/17/25	**4.60**	MDH
8	11/18/25	12/2/25	**5.01**	MVTL
8	12/17/25	12/24/25	**4.97**	MVTL
8	1/20/26	2/13/26	**4.67**	MVTL
8	2/17/26	3/3/26	**4.56**	MVTL
8	3/17/26	3/27/26	**4.49**	MVTL
9	4/8/25	5/2/25	**1.55**	MVTL
9	4/7/25	5/2/25	**1.60**	MDH
9	5/13/25	5/28/25	**3.47**	MVTL
9	6/3/25	6/30/25	**2.83**	MVTL
9	1/13/26	2/13/26	**2.52**	MVTL
9	2/10/26	2/13/26	**2.71**	MVTL
9	3/10/26	3/27/26	**2.85**	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
11	9/9/25	9/25/25	**2.56**	MVTL
11	12/9/25	12/24/25	**2.48**	MVTL
11	3/10/26	3/27/26	**2.32**	MVTL
12	6/10/25	6/30/25	**0.51**	MVTL
12	9/9/25	9/25/25	**0.84**	MVTL
12	12/9/25	12/24/25	**0.73**	MVTL
13	6/3/25	6/30/25	**1.03**	MVTL
13	9/2/25	9/25/25	**0.94**	MVTL
13	12/2/25	12/24/25	**1.01**	MVTL
13	3/4/26	3/27/26	**1.02**	MVTL











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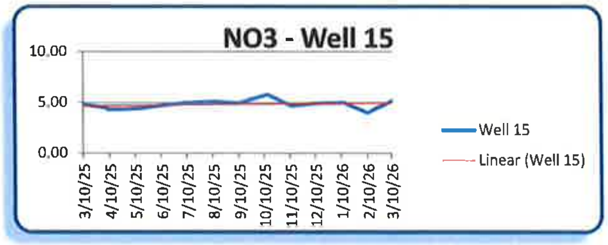
MDH = Minnesota Department of Health
TCWC = Twin City Water Clinic

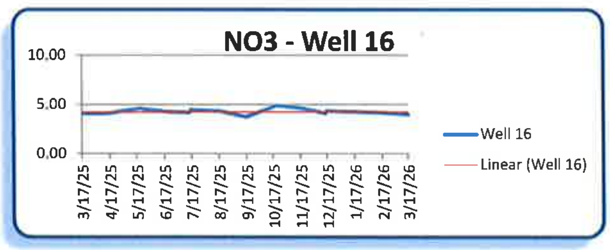
MN Department of Health
800-818-9318

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

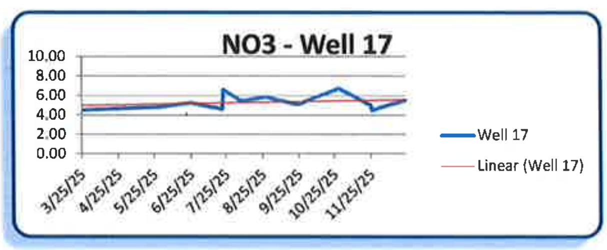
Location	Sample Collected	Results Received	Results	Lab
15	3/10/25	4/2/25	4.81	MVTL
15	4/8/25	5/2/25	4.34	MVTL
15	4/7/25	5/2/25	4.50	MDH
15	5/13/25	5/28/25	4.43	MVTL
15	6/3/25	6/30/25	4.67	MVTL
15	7/8/25	7/17/25	4.98	MVTL
15	8/12/25	9/3/25	5.12	MVTL
15	9/9/25	9/25/25	4.97	MVTL
15	10/14/25	10/28/25	5.79	MVTL
15	11/12/25	12/2/25	4.72	MVTL
15	12/9/25	12/24/25	4.95	MVTL
15	1/13/26	2/13/26	5.03	MVTL
15	2/10/26	2/13/26	4.02	MVTL
15	3/10/26	3/27/26	5.16	MVTL



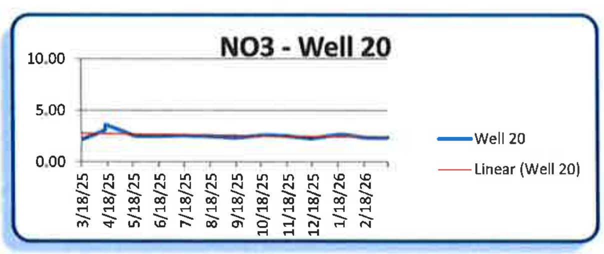
Location	Sample Collected	Results Received	Results	Lab
16	3/18/25	4/2/25	4.06	MVTL
16	3/17/25	4/2/25	4.10	MDH
16	4/15/25	5/2/25	4.11	MVTL
16	5/20/25	5/28/25	4.60	MVTL
16	6/17/25	6/30/25	4.28	MVTL
16	7/16/25	7/17/25	4.45	MVTL
16	7/14/25	7/23/25	4.20	MDH
16	8/19/25	9/3/25	4.31	MVTL
16	9/16/25	9/25/25	3.73	MVTL
16	10/21/25	10/28/25	4.89	MVTL
16	11/18/25	12/2/25	4.62	MVTL
16	12/15/25	1/9/26	4.10	MDH
16	12/16/25	12/24/25	4.33	MVTL
16	1/20/26	2/13/26	4.26	MVTL
16	2/17/26	3/3/26	4.18	MVTL
16	3/17/26	3/27/26	3.99	MVTL



Location	Sample Collected	Results Received	Results	Lab
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
17	7/21/25	9/3/25	4.60	MDH
17	7/22/25	7/25/25	6.60	MVTL
17	8/6/25	9/3/25	5.45	MVTL
17	8/27/25	9/3/25	5.82	MVTL
17	9/23/25	9/29/25	5.10	MVTL
17	10/28/25	11/5/25	6.73	MVTL
17	11/24/25	12/17/25	5.00	MDH
17	11/25/25	12/2/25	4.50	MVTL
17	12/23/25	12/24/25	5.53	MVTL



Location	Sample Collected	Results Received	Results	Lab
20	3/18/25	4/2/25	2.24	MVTL
20	4/15/25	5/2/25	3.61	MVTL
20	4/14/25	5/6/25	3.10	MDH
20	5/20/25	5/28/25	2.56	MVTL
20	6/17/25	6/30/25	2.54	MVTL
20	7/15/25	7/17/25	2.60	MVTL
20	8/19/25	9/3/25	2.53	MVTL
20	9/16/25	9/25/25	2.41	MVTL
20	10/21/25	10/28/25	2.66	MVTL
20	11/18/25	12/2/25	2.57	MVTL
20	12/16/25	12/24/25	2.34	MVTL
20	1/20/26	2/13/26	2.74	MVTL
20	2/17/26	3/3/26	2.43	MVTL
20	3/17/26	3/27/26	2.42	MVTL



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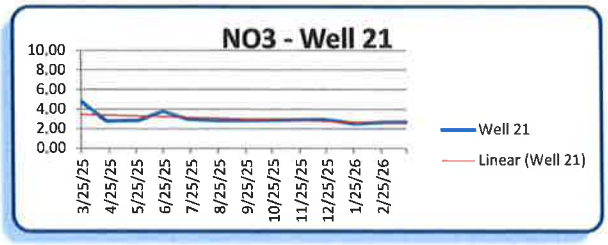
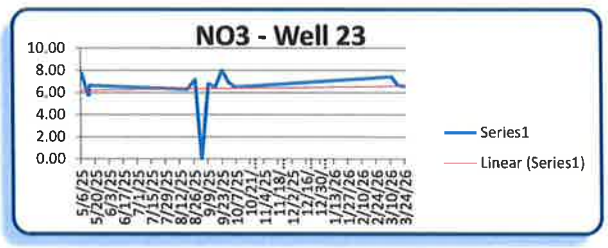
800-818-9318

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

Location	Sample Collected	Results Received	Results	Lab
21	3/25/25	4/2/25	**4.80**	MVTL
21	4/22/25	5/2/25	**2.75**	MVTL
21	4/21/25	5/8/25	**2.80**	MDH
21	5/27/25	5/28/25	**2.83**	MVTL
21	6/24/25	6/30/25	**3.78**	MVTL
21	7/22/25	7/25/25	**2.98**	MVTL
21	8/27/25	9/3/25	**2.82**	MVTL
21	12/23/25	12/24/25	**2.95**	MVTL
21	1/27/26	2/13/26	**2.52**	MVTL
21	2/24/26	3/3/26	**2.65**	MVTL
21	3/24/26	3/27/26	**2.70**	MVTL

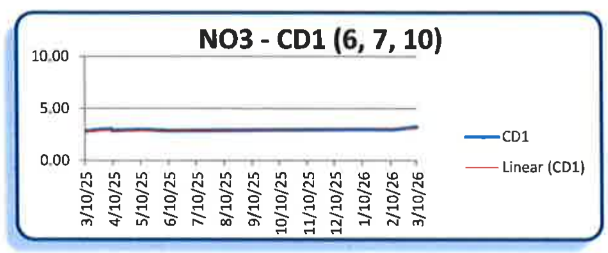


Location	Sample Collected	Results Received	Results	Lab
23	5/6/25	7/25/25	**7.09**	MVTL
23	5/6/25	7/25/25	**7.80**	MVTL
23	5/13/25	7/25/25	**5.79**	MVTL
23	5/13/25	7/25/25	**6.05**	MVTL
23	5/14/25	7/25/25	**5.83**	MVTL
23	5/14/25	7/25/25	**6.66**	MVTL
23	8/19/25	9/3/25	**6.33**	MVTL
23	8/27/25	9/3/25	**7.18**	MVTL
23	9/2/25	9/25/25	**<0.05***	MVTL
23	9/9/25	9/25/25	**6.81**	MVTL
23	9/16/25	9/25/25	**6.54**	MVTL
23	9/23/25	9/29/25	**8.04**	MVTL
23	9/30/25	10/2/25	**6.89**	MVTL
23	10/7/25	10/28/25	**6.52**	MVTL
23	3/11/26	3/13/26	**7.45**	MVTL
23	3/17/26	3/27/26	**6.70**	MVTL
23	3/25/26	3/27/26	**6.56**	MVTL



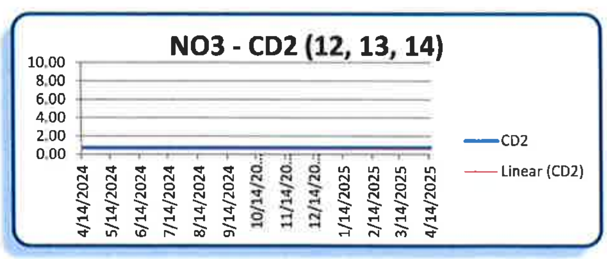
Combined Discharge - Wells 6-7-10

Location	Sample Collected	Results Received	Results	Lab
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
CD1	7/8/25	7/8/25	**2.92**	MVTL
CD1	1/13/26	2/13/26	**3.02**	MVTL
CD1	2/10/26	2/13/26	**2.99**	MVTL
CD1	3/10/26	3/27/26	**3.27**	MVTL



Combined Discharge - Wells 12-13-14

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



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

Proposed As Consent Item 6g

Shakopee Public Utilities

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

March 26th, 2026

TO: Greg Drent, General Manager

FROM: Philip Dubbe, IT Director PD

SUBJECT: LOGIS Membership Application and Adoption of Resolution #2026-09

Overview

Attached is the proposed LOGIS (Local Government Information Systems) Membership Application and Resolution Adoption. LOGIS is a consortium of local cities (including the City of Shakopee) and other government organizations. Joining LOGIS will provide many cost-effective benefits to the Utility. LOGIS leverages the consortium members for better pricing on software and hardware while also providing technical support resources, and managed services like hosted phone systems and more. To join LOGIS we will need to agree to spend a minimum of $15,000 per year. This would be covered annually by our planned purchase of their hosted phone system.

Action Requested

Staff is requesting commission approval of the attached LOGIS Membership Application and Adoption of Resolution #2026-09.

RESOLUTION #2026-09

A RESOLUTION DESIGNATING BOARD OF DIRECTOR APPOINTEES FOR THE LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS) ASSOSCIATION.

WHEREAS, Shakopee Public Utilities, has identified specific technology needs necessary to carry out various functions and services, and

WHEREAS, it has determined that it can best meet those needs by remaining as a member of the LOGIS Association and utilizing their software applications and support services, and

WHEREAS, it desires to designate the General Manager and IT Director as the Director and Alternate Director of the LOGIS Board of Directors respectively, and

NOW, THEREFORE BE IT RESOLVED BY THE SHAKOPEE PUBLIC UTILITIES COMMISSION THAT, these appointees be designated to the LOGIS Board of Directors as noted above.

Adopted in regular session of the Shakopee Public Utilities Commission, this 6th day of April, 2026.

____

Commission President: B.J. Letourneau

ATTEST:

____

General Manager: Greg Drent

LOCAL GOVERNMENT INFORMATION SYSTEMS

BYLAWS
Revised January 26, 2023

1. MEETINGS OF THE BOARD

1.1 Regular Meetings

Regular meetings of the board shall be held quarterly in the months of January, April, July and October at such time and place as designated by the executive committee. Notice of such meetings, including the proposed agenda, shall be given to directors and alternates at least fifteen (15) days prior to the meeting.

1.2 Special Meetings

Special meetings of the board may be called by the president, the executive committee, or the executive committee upon written request of a majority of the directors. Five (5) days written notice, including the proposed agenda, shall be provided to the directors and alternates.

1.3 Quorum

A majority of the board members shall constitute a quorum for the conduct of board business. If a quorum exists at any time during the meeting, a quorum is then determined to exist for the remainder of the meeting unless challenged by a member of the board.

1.4 Order of Business

The business of the board shall be conducted in the following order:

(a) Roll call, consideration of the agenda as recommended by the executive committee.

(b) Consideration of the minutes of the last meeting.

(c) Report of executive committee activities.

(d) Agenda items.

(e) Other matters which may properly come before the board.

(f) Invitation of interested persons in the meeting wishing to be heard on board matters not included on the agenda.

(g) Adjournment.

1.5 Conduct of Business

1.5.1 Robert's Rules of Order

Board meetings shall be governed by Robert's Rules of Order to the extent that they are not inconsistent with law, the Joint Powers Agreement, or these Bylaws.

1.5.2 Suspension of Rules

Board rules may be suspended by a two-thirds vote of the board members present.

1.5.3 Committee Reports

The adoption of a committee report by the board shall have the same effect as the adoption of a motion.

2. ELECTION OF OFFICERS

2.1 Nominating Committee

The executive committee shall appoint a three-member nominating committee from among the membership of LOGIS prior to the July meeting in even numbered years. The nominating committee shall prepare a report to the board recommending a slate of candidates, such report to be submitted to the board in writing at least five days prior to the election meeting. Candidates to be considered shall be directors of the board.

2.2 Election Meeting

The election of officers shall take place annually at the July meeting in even numbered years. Officers shall be elected by a majority vote of the members present and voting.

3. EXECUTIVE COMMITTEE

3.1 Purpose

The purpose of the executive committee shall be to execute and provide for, in accordance with the provisions of the Joint Power Agreement, the administration and management of LOGIS.

3.2 Responsibilities and Duties

Specific responsibilities shall include, but will not be limited to the following:

3.2.1 Exercise powers and perform duties delegated to it by the board.

3.2.2 Prepare an annual budget to be approved at the July annual meeting of the board.

3.2.3 Conduct the affairs of LOGIS and control the expenditure of LOGIS funds subject to the policies established by the board and within the limits fixed by an approved budget.

3.2.4 Provide for the transfer of funds within the total budget amount in order to meet unanticipated needs or to meet changed situations. Such action shall be reported to the board at their next meeting.

3.2.5 Present a full report of its activities at each regular meeting of the board.

3.2.6 Call special meetings of the board providing date, time and place of such meetings.

3.2.7 Fix charges to be assessed against members and associates as provided herein.

3.2.8 Determine frequency of billings to members and associates.

3.2.9 Provide for the evaluation and testing of alternative municipal information systems or portions thereof. Recommend to the board a course of action for the establishment of such a system.

3.2.10 Prepare bid specifications for the implementation and operation of a municipal information system as approved by the board.

3.2.11 Provide for training of employees of members.

3.2.12 Appoint, fix the conditions of employment of, and remove any employees of the organization subject to the approved budget.

3.2.13 Enter into contracts, leases or other agreements as required to implement the plans of the organization.

3.2.14 Establish special committees as required for the conduct of LOGIS affairs.

3.3 Meetings of the Executive Committee

3.3.1 Date, Place and Time

Meetings of the executive committee shall be held at the call of the president at a time and location specified by the president after consulting with members of the committee. Alternatively, any two other members of the executive committee may call a meeting specifying time and location. At least forty-eight (48) hours advance written notice shall be given, but such notice may be waived by attending members.

3.3.2 Quorum

A majority of executive committee members shall constitute a quorum for the conduct of business.

3.3.3 Order of Business

The business of the executive committee shall be conducted in the following order to the extent practicable:

(a) Convene and call the roll.

(b) Consideration of agenda as recommended by executive director.

(c) Consideration of the minutes of the last meeting.

(d) Report of committee activities.

(e) Agenda items as scheduled.

(f) Consideration of disbursements.

(g) Other matters which may properly come before the committee.

(h) Adjournment.

3.3.4 Conduct of Business

The executive committee shall conduct its business as specified in paragraph 1.5 herein.

4. STAFF

4.1 Executive Director: Appointment; procedures; contracts.

(a) An executive director may be appointed by the executive committee in accordance with such terms as it may prescribe, as the principal operating administrator for LOGIS to serve at the pleasure of the executive committee and under supervision of the president.

(b) The Executive Director is the chief purchasing agent for LOGIS. Purchases and contracts are made or let by the Executive Director when the amount of the purchase or contract does not exceed $50,000. Other purchases and contracts are made or let by the Executive Committee after recommendation by the Executive Director. The Executive Committee may recommend that a particular purchase or contract be made subject to the approval of the Board of Directors.

4.2 Other Employees

The executive committee shall appoint such employees as may be necessary to carry out the adopted work program in accordance with LOGIS personnel policies and within limits of an approved budget.

5. FISCAL & OPERATIONAL MANAGEMENT

5.1 Fiscal Year

The fiscal year of LOGIS for purposes of budgeting, accounting, auditing, and fiscal reporting, shall be the calendar year.

5.2 Work Program and Budget

The board shall, at the annual meeting, adopt a workplan and budget. The executive director shall be authorized to execute a work program and budget so adopted within the limitations set forth in the Joint Powers Agreement and Bylaws.

5.3 Assessment and Collection of Charges

5.3.1 Class 1 -- General and Administration Expenses

The executive committee shall have the authority to assess Class 1 charges to member agencies within the budget therefore as adopted by the board. The executive committee shall not have the authority to credit "in-kind" contributions to LOGIS toward Class 1 charges.

5.3.1.1 Assessment policy, members. The Class 1 charges shall be assessed to members as follows:

(a) The total revenue budgeted for participating members divided by the number of such members shall be the Class 1 charge assessed to each member.

(b) In the event that additional organizations join LOGIS during the budget year, charges to the new member(s) shall be a pro-rata share of the then-current Class 1 charge.

5.3.2 Class 2 -- Capital Charges

The executive committee shall have the authority to assess Class 2 charges to member agencies within the budget therefore as adopted by the board.

5.3.2.1 Assessment policy. The Class 2 charges shall be assessed to members as follows:

(a) The total revenue budgeted for participating members divided by the number of such members shall be the Class 2 charge to each member.

(b) As and if a new agency becomes a member, the Class 2 charges to be assessed to that member shall, upon recommendation of the executive committee, be determined by the board at the meeting wherein admission of the applicant is voted on.

5.3.2.2 Credit for "in-kind" services. The executive committee shall have the authority to credit "in-kind" contributions to LOGIS toward Class 2 charges where such contributions consist of one or more of the following:

(a) Personal services.

(b) Utilities.

(c) Consumable supplies.

(d) Computer services.

(e) Equipment.

(f) Other contributions of definable monetary value.

5.3.2.3 The "in-kind" services to be considered shall be provided for in the expense budget as approved by the board, shall be of such a nature that they would otherwise be purchased by LOGIS if not contributed by the member agency, and shall contribute directly to the work of LOGIS as opposed to one of its participating members.

5.3.2.4 The "cash equivalent" of such service to be rendered shall be approved by the executive committee, and reported to said committee on a monthly basis for ongoing services or at other appropriate intervals as specified by the executive committee. Such reports shall specify the amount of service or other "in-kind" contributions supplied, its unit value, the total "cash equivalent," and the approved project, task or budgetary line items to which the contribution relates. Upon approval of the executive committee, the appropriate budgetary and member accounts shall recognize the contribution.

5.3.3 Class 3 -- User Service Charges

The executive committee shall have the authority to assess Class 3 charges to users of the LOGIS system, facilities and services as follows:

5.3.3.1 Direct expenses - direct charges billed to LOGIS by vendors of equipment or services which reflect the cost of such equipment or services supplied to a specific user shall be assessed to that user at the vendors charge rate for said equipment or services.

5.3.3.2 Shared expenses - those expenses incurred by LOGIS in providing services or facilities shared by all users of the system, or which may be shared by all users of the system, shall be recovered through assessments to users of the services by means of a schedule of service charges established by the executive committee. Said schedule of charges shall be adopted or modified by the executive committee by motion or resolution after notification of the users in writing or the rate schedules proposed for adoption or change, and providing the users the opportunity to comment on such proposed rate schedules. The adopted rate schedules shall, to the extent practicable, assess charges to users on the basis of their usage of the services relative to the expenses generated, and shall be assessed to all users on a comparable basis. Said schedule of rates may be designed to cause the accumulation of a reasonable surplus of revenues over expenditures to provide for working capital and reserves for unanticipated expenditures.

5.3.3.3 Staff services - those personnel services provided by LOGIS staff which are requested and authorized by a user in direct support of that users operation, and which do not fall within policies adopted by the executive committee for the provision of such services, shall be assessed to the user on a time and materials basis at the LOGIS cost.

5.4 Designation of Depositories

The executive committee shall designate a depository or depositories for funds of LOGIS.

5.5 Disbursements, Check Signing Procedures

5.5.1 All disbursements shall be made by check or electronic payment on the LOGIS depository or depositories except as provided in paragraph 5.7.

5.5.2 All disbursements shall be approved by the Executive Committee in accordance with applicable Minnesota Statutes, Chapter 412.

5.5.3 Each check shall be signed by the president or vice-president and countersigned by the secretary-treasurer or executive director, except as provided in paragraph 5.5.4. Each electronic payment shall be approved by the executive director and presented to the Executive Committee for approval as if the payment were made by check.

5.5.4 The executive committee may establish a payroll imprest fund for payroll disbursement purposes. All deposits to such fund shall be by check or electronic payment in accordance with the disbursement procedures defined in paragraph 5.5.3. All disbursements from said fund shall be made by check signed by the president, the vice-president, the secretary-treasurer or the executive director, or electronic payment as defined in 5.5.3.

5.6 Investment Practices

The executive committee shall authorize the investment of LOGIS funds which are not required to meet current demands for cash payments.

5.6.1 Such funds shall be invested or reinvested subject to the laws applicable to the investment of City funds.

5.6.2 In making investment recommendations, the secretary-treasurer shall consider investment yield, security of investment, and maturity of investment compared to projected cash requirements.

5.7 Petty Cash Fund

To facilitate prompt payment of small petty cash claims, there is established a petty cash fund of $100. An advance of this principal sum is authorized to be placed in the custody of the executive committee, which fund, when it nears depletion, shall be replenished through the regular disbursement procedure. The executive committee may authorize the operation of said fund by the executive director.

5.8 Contracting for Consulting Services

Bidding procedures are not required for the purchase of professional services. The executive committee shall adopt appropriate procedures governing the selection of contractors and administration of contracts. Such procedure shall provide that records be kept to show: 1) need for the service; 2) qualifications of consultant needed; 3) the going rate of compensation for the required service; 4) consultants available and considered for the particular service.

5.9 Travel Policy

LOGIS board members, committee members and employees required to travel in carrying out the provisions of the LOGIS work program and budget shall be entitled to reimbursement for travel costs to the extent that their parent agency does not provide for such reimbursement. The executive committee shall adopt appropriate policies and procedures governing the administration of travel expenses.

5.10 Purchasing Procedures

The executive committee shall adopt appropriate procedures for purchasing to obtain the lowest prices for the quality and specifications required, and to insure appropriate internal control and authorization for such purchases. For items of comparable cost and quality, purchases should be made from reputable and responsible local firms.

5.11 Financial Sustainability

To ensure LOGIS remains on a financially sustainable path, the following business principles will be adhered to:

- A minimum annual investment of $15,000 per organization shall be made to secure membership in LOGIS
- Each application or service offering will have defined service levels and utilize full cost-recovery principles
- The service towards member-specific projects will be limited to a defined staffing capacity level

6. MEMBERSHIP

Any governmental unit of the State of Minnesota, including cities, towns, counties, state agencies, or departments of the State are eligible to become members of LOGIS, upon satisfying the requirements in Section 5.11.

6.1 Membership Classification

6.1.1 All LOGIS Members shall be assigned the same classification and possess full corporate membership status including voting membership on the board of directors and eligibility for membership on the executive committee.

6.2 Membership Application

6.2.1 Applicants for membership in LOGIS shall apply by letter designating the following:

(a) Organization name and address.
(b) Other such information as may be required by the executive committee.

6.2.2 Upon receipt of the application, the executive director shall notify the applicant of the follows:

(a) Responsibilities of members for participation in committee activities.
(b) The current status of the LOGIS information system, its capabilities, and plans for future development.
(c) Financial obligations of members for Class 1, 2, and 3 expenses for the current and succeeding year according to LOGIS policies in effect at the time of application.
(d) The procedures required for admission to membership.
(e) That new members must execute the Joint and Cooperative Agreement and must agree to accept financial obligations under (c) above.

6.2.3 The applicant shall return the following to LOGIS which shall be transmitted to the president of LOGIS:

(a) A certified copy of the authorizing action by the applicant's governing body including designation of the class of membership sought.
(b) An executed copy of the Joint and Cooperative Agreement.
(c) A certification of acceptance of the succeeding year's budgeting obligations adopted by the membership if the anticipated date of admission is subsequent to adoption of the budget.
(d) Names and positions of the director and alternate director appointed by the governing body.

6.2.4 Upon receipt of the application, the executive director shall prepare a summary of the applicant's plans for usage of the system, including any special requirements of the applicant that may adversely affect the costs of present members and a recommendation for admission charges if applicable for review by the executive committee.

6.2.5 The executive committee shall review the application and recommendations concerning admission charges and shall make recommendations to the board of directors.

6.2.6 The application shall be placed on the agenda of the next board of directors meeting.

6.2.7 Upon favorable action by the board, the executive director shall so notify the applicant and submit a statement for membership fees in accordance with the conditions for admission approved by the board.

7. POLICY FOR THE DETERMINATION OF CLASS 2 CHARGES FOR NEW MEMBERS

New members shall be assessed Class 2 charges on the following basis:

7.1 Maintenance costs of existing modules

7.1.1 New members shall be assessed an amount equal to the new per member share of maintenance costs assessed for the year of admission for the modules used by that member.

7.2 New module development costs

7.2.1 New members shall be assessed an amount equal to new per member share of new module development costs assessed for the year of admission.

7.3 Distribution of Class 2 receipts from new members

7.3.1 Class 2 assessments received from new members for maintenance of the system subsequent to assessment of the current year's budget shall be credited equally to the accounts of all currently active participating members excluding new members.

7.3.2 Class 2 assessments received from new members for new module development subsequent to assessment of the current year's budget shall be credited equally to the accounts of all currently active participating members excluding the new members.

7.4 Definitions

7.4.1 Assessments - Amounts actually billed to participating members, and exclusive of grants and contributions.

7.4.2 Maintenance Costs - Those costs incurred in maintaining the capability of the system at its installed level of service, including system repairs, adaptation to new hardware, incorporation of changed functional requirements (e.g., revised taxing structure).

7.4.3 New Module Development - The development of new modules and the improvement of existing modules through the addition of new capabilities.

8. <u>SERVICE TO NON-MEMBER AGENCIES</u>

The executive committee shall have the authority to provide services to non-member agencies under the following conditions:

(a) The agency has not applied for admission to membership, receiving services through LOGIS would not adversely affect services received by present members, and the fees charged for such services fully recover all costs of administration and operation at a minimum, or

(b) The agency has applied for admission to membership by proper execution of the LOGIS Joint and Cooperative Agreement, whose admission to membership is considered by the executive committee to be in the best interests of LOGIS, and whose schedule for conversion to the LOGIS system would either require a special meeting of the board for admission to membership or a delay in the conversion schedule of the prospective member, and the fees charged for such services are on the same basis as fees charged to present members for comparable services.

9. DATA PRACTICES RESPONSIBLE AUTHORITY ROLES AND RESPONSIBILITIES

9.1 Member data or information that resides on LOGIS-managed technology equipment is subject to Minnesota Statutes Chapter 13, the Minnesota Government Data Practices Act, and LOGIS will comply accordingly.

9.2 LOGIS will provide guidance to members on the roles and responsibilities of LOGIS and its members related to the management and responses to data requests made pursuant to Minnesota Statutes Chapter 13 for member data or information that resides on LOGIS-managed technology equipment.

9.3 The LOGIS responsible authority has designated each member of LOGIS to be in charge of its own data and information that resides on LOGIS-managed technology equipment and receive and comply with requests for government data that are made pursuant to Minnesota Statutes Chapter 13. As the "responsible authority" for member data or information, individual members will be responsible for responding to requests made to them or LOGIS pursuant to Minnesota Statutes Chapter 13 for their data or information that resides on LOGIS-managed technology equipment.

9.4 The Executive Director has the authority and responsibility to assist LOGIS members, as requested, with the prompt fulfillment of requests made pursuant to Minnesota Statutes Chapter 13 for member data or information that resides on LOGIS-managed technology equipment.

9.5 LOGIS is in charge of its data and information concerning the LOGIS entity. LOGIS will be responsible for responding to requests made to LOGIS for LOGIS data and information pursuant to Minnesota Statutes Chapter 13.

10. AMENDMENT

These Bylaws may be amended by a two-thirds vote of the members present at a meeting of the board provided that written notice setting forth in detail the contents of the proposed amendment(s) have been given to the board at least five (5) days prior to the meeting, and such amendment(s) is(are) not in conflict with the Joint Powers Agreement.

LOCAL GOVERNMENT INFORMATION SYSTEMS

BYLAW REVISIONS

BOARD OF DIRECTOR MEETING	REVISION DATE	BYLAW
3.6	10-25-72	1 - 6
10.5	07-31-74	6 - 8
15.3	10-29-75	5.3.3 - 5.3.3.3
16.3	01-28-76	5.3.1.2, 6 - 6.2.9
21.4	04-21-77	8 - 9
40.4	04-21-82	5.5.3 - 5.5.4
90.6	07-28-94	6.1.1, 7.1 - 7.4.3
111.4	01-27-00	6.3
	01-27-02	
130.7	04-22-04	4.1, 5.5.2, 5.6.1
143.6	10-26-06	6.3.1(iv)
148.5	10-25-07	5.5.1 – 5.5.4
153.5	10-23-08	6.2.8 and 6.2.9
181.4	06-26-14	6.3.1
192.6	07-28-2016	9 - 10
224.4	01-26-2023	5.3, 5.11, 6.1-6.3, 7, 7.5

JOINT AND COOPERATIVE AGREEMENT

LOCAL GOVERNMENT INFORMATION SYSTEMS
(Originally dated May 1, 1972)
(Amended, effective December 3, 1993)
(Further Amended, effective October 1, 2003)

The parties to this agreement are governmental units of the State of Minnesota. This agreement is made and entered into pursuant to Minnesota Statutes, Section 471.59.

I. GENERAL PURPOSE

The general purpose of this agreement is to provide for an organization through which the parties may jointly and cooperatively provide for (i) the establishment, operation and maintenance of data processing facilities and management information systems for the use and benefit of the parties and others and (ii) group health, life, accident, and other insurance and personnel benefits for the officers and employees of the parties and the organization. (Amended by Amendment No. 2, effective October 1, 2003).

II. DEFINITION OF TERMS

Section 1. For the purpose of this agreement, the terms defined in this article shall have the meanings given them.

Section 2. "Local Government Information Systems" means the organization created pursuant to this agreement, which organization is hereafter referred to as "LOGIS."

Section 3. "Board" means the Board of Directors of LOGIS, consisting of one director from each governmental unit which is a member of LOGIS.

Section 4. "Council" means the governing body of the member governmental unit, except that in the case of any department or agency of the state, council shall be deemed to mean the Commissioner of Administration of the State of Minnesota.

Section 5. "Member" means a governmental unit which enters into this agreement and is, at the time involved, a party in good standing.

Section 6. "Governmental unit" means any city, village, borough, town or other political subdivision of the State of Minnesota or any department or agency of the state government.

Section 7. "Software" means computer programs, form designs, user manuals and associated documentation.

III. MEMBERSHIP

Section 1. Any governmental unit is eligible to be a member of LOGIS.

Section 2. A governmental unit desiring to be a member shall execute a copy of this agreement and shall pay the established membership dues and charges.

Section 3. The initial members shall be those members who joined LOGIS on or prior to June 1, 1972.

Section 4. Governmental units joining LOGIS after June 1, 1972, shall be admitted only upon the favorable vote of two-thirds of the members of the board. The board may impose conditions upon the admission of members other than the initial members.

IV. BOARD OF DIRECTORS

Section 1. The governing body of LOGIS shall be its board. Each member shall be entitled to one director, who shall have one vote.

Section 2. Each member shall also be entitled to one alternate director who shall be entitled to attend meetings of the board and who may vote in the absence of the member's director.

Section 3. Directors and alternate directors shall be appointed by the council of each member. In order for LOGIS to develop data processing and management information systems which will be of maximum value to member governmental units, the members shall appoint, as their directors and alternates, their chief administrative officers and employees with general management responsibilities. Directors and alternates shall serve without compensation from LOGIS but this shall not prevent a member from providing compensation for its director or alternate director if such compensation is authorized by such unit and by law.

Section 4. There shall be no voting by proxy, but all votes must be cast in person at board meetings by the director or his alternate.

Section 5. Directors and alternate directors shall be appointed to serve until their successors are appointed and qualified.

Section 6. When the council of a member appoints a director or an alternate director, it shall give notice of such appointment to LOGIS in writing. Such notice shall include the mailing address of the persons so appointed. The names and addresses shown on such notices may be used as the official names and addresses for the purposes of giving any notices required by this agreement or by the bylaws of LOGIS.

Section 7. Any director or alternate director shall be subject to removal by the council of the member appointing him, at any time, with or without cause.

Section 8. A majority of the votes of the members shall constitute a quorum of the board.

Section 9. A vacancy on the board shall be filled by the council of the member whose position on the board is vacant.

Section 10. A director (or his alternate) shall not be eligible to vote on behalf of his governmental unit during the time that such governmental unit is in default on any contribution to LOGIS or on any contract with it. During the existence of such default, the vote or votes of such governmental unit shall not be counted as eligible votes for the purposes of this agreement. If a governmental unit remains in default for a period of more than 45 days on any billing from LOGIS, the membership of such governmental unit automatically shall be terminated.

V. MEETINGS - ELECTION OF OFFICERS

Section 1. Any governmental unit desiring to enter into this agreement may do so by the duly authorized execution of a copy of this agreement by its proper officers. Thereupon, the clerk or other corresponding officer of the governmental unit shall file a duly executed copy of the agreement, together with a certified copy of the authorizing resolution or other action, with the city manager of the City of Brooklyn Center. The resolution authorizing the execution of the agreement shall also designate the first director and alternate for the member. The agreement shall become effective when it has been authorized by ten (10) governmental units and when executed copies from such governmental units, together with certified copies of the authorizing resolutions, have been duly filed as set out herein. Within thirty (30) days after the effective date of this agreement, the manager of the City of Brooklyn Center shall call the first meeting of the board, which shall be held not later than fifteen (15) days thereafter.

Section 2. At the first meeting of the board and in July of each even numbered year after 1972, the board shall elect from its directors a president, a vice-president and a secretary-treasurer.

Section 3. At the organizational meeting, or as soon thereafter as it may reasonably be done, the board shall adopt bylaws governing its procedures including the time, place and frequency of its regular meetings. Such bylaws may be amended from time to time. Regular public meetings of the board, however, shall be held at least quarterly in the months of January, April, July and October.

Section 4. Special meetings of the board may be called (a) by the president, (b) by the executive committee or (c) by the executive committee upon the written request of a majority of the directors. Five days' written notice of special meetings shall be given to the directors and alternates. Such notice shall include the agenda for the special meeting.

Section 5. The specific date, time and location of regular and special meetings of the board shall be determined by the executive committee. Regular and special meetings of the board shall be held in the seven county twin city metropolitan area.

Section 6. Notice of regular meetings of the board shall be given to the directors and alternates by the secretary-treasurer of the board at least fifteen (15) days in advance and the agenda for such meetings shall accompany the notice. However, business at regular meetings of the board need not be limited to matters set forth in the agenda.

VI. POWERS AND DUTIES OF THE BOARD

Section 1. The powers and duties of the board shall include the powers set forth in this article.

Section 2. It shall take such action as it deems necessary and appropriate to accomplish the general purposes of the organization including the establishment of data processing and information systems, engaging in the development and implementation of the necessary programs therefor, acquiring any necessary site, purchasing any necessary supplies, equipment and machinery, employing any necessary personnel and operating and maintaining any systems for the handling of data processing and management information for the members and for others. Any of the foregoing activities, or any other activities authorized by this agreement, may be accomplished by entering into contracts, leases or other agreements with others, whenever the board shall deem this to be advisable.

Section 3. The board shall have full control and management of the affairs of LOGIS including the power to make contracts as it deems necessary to make effective any power to be exercised by LOGIS pursuant to this agreement; to provide for the prosecution and defense or other participation in actions or proceedings at law in which it may have an interest; to employ such persons as it deems necessary to accomplish its duties and powers on a full-time, part-time or consulting basis; to conduct such research and investigation as it deems necessary on any matter related to or affecting the general purposes of the organization; to acquire, hold and dispose of property both real and personal as the board deems necessary; and to contract for space, materials, supplies and personnel either with a member or with a number of members or elsewhere.

Section 4. It may establish and collect membership dues.

Section 5. It may establish and collect charges for its services to members and to others.

Section 6. It may accept gifts, apply for and use grants or loans of money or other property from the state, or any other governmental units or organizations and may enter into agreements required in connection therewith and may hold, use and dispose of such moneys or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.

Section 7. It shall cause an annual independent audit of the books to be made and shall make an annual financial accounting and report in writing to the members. Its books and records shall be available for and open to examination by its members at all reasonable times.

Section 8. It shall establish the annual budget for the organization as provided in this agreement.

Section 9. It may delegate authority to the executive committee of the board, between board meetings. Such delegation of authority shall be by resolution of the board and may be conditioned in such manner as the board may determine.

Section 10. It may accumulate and maintain reasonable working capital reserves and may invest and reinvest funds not currently needed for the purposes of the organization. Such investment and reinvestment shall be in accordance with and subject to the laws applicable to the investment of village funds.

Section 11. It shall make its data processing and management information systems available to its members, subject to reasonable charges for the development and processing thereof.

Section 12. It may pay the reasonable and necessary expenses of officers, directors and alternates incurred in connection with their duties as such, but this shall not include the expenses of attending meetings of LOGIS within the seven county twin city metropolitan area.

Section 13. It may provide for any of its employees to be members of the Public Employees Retirement Association and may make any required employer contributions to that organization and any other employer contributions which municipalities are authorized or required by law to make.

Section 14. It may purchase public liability insurance and such other bonds or insurance as it may deem necessary.

Section 15. It may exercise any other power necessary and incidental to the implementation of its powers and duties.

VII. OFFICERS

Section 1. The officers of the board shall consist of a president, a vice-president and a secretary-treasurer who shall be elected at the regular annual meeting of the board held in even numbered years after 1972. New officers shall take office at the adjournment of the annual meeting of the board at which they are elected.

Section 2. A vacancy shall immediately occur in the office of any officer upon his resignation, death or upon his ceasing to be an employee of his member governmental unit. Upon vacancy occurring in any office, the executive committee shall fill such position until the next meeting of the board.

Section 3. The three officers shall all be members of the executive committee.

Section 4. The president shall preside at all meetings of the board and the executive committee. The vice-president shall act as president in the absence of the president.

Section 5. The secretary-treasurer shall be responsible for keeping a record of all of the proceedings of the board and executive committee, for custody of all funds, for the keeping of all financial records of the organization and for such other matters as shall be delegated to him by the board. Any persons may be engaged to perform such services under his supervision and direction, when authorized by the board. He shall post a fidelity bond or other insurance against loss of organization funds in an amount approved by the board, at the expense of the organization.

VIII. EXECUTIVE COMMITTEE

Section 1. The board shall have an executive committee consisting of three officers and two other directors, all of whom shall be elected at the annual meetings of the board held in even numbered years after 1972. Vacancies of members on the executive committee may be filled by the board of directors at any regular or special meeting.

Section 2. The executive committee may adopt bylaws governing its own procedures, which shall be subject to this agreement, the bylaws of the board, and any resolutions or other directives of the board.

Section 3. A quorum at a meeting of the executive committee is three (3).

Section 4. The executive committee shall meet at the call of the president or upon the call of any two other members of the executive committee. The date and place of the meeting shall be fixed by the person or persons calling it. At least forty-eight (48) hours' advance written notice of such meeting shall be given to all members of the executive committee by the person or persons calling the meeting. Such notice, however, may be waived by any or all members who actually attend the meeting or who give written waiver of such notice for a specified meeting.

Section 5. The executive committee shall have the following duties:

(a) It shall exercise the powers and perform the duties delegated to it by the board of directors, subject to such conditions and limitations as may be imposed by the board.

(b) It shall cause to be prepared a proposed annual budget each year which shall be submitted to the board of directors at least thirty (30) days before the annual meeting.

(c) It shall present a full report of its activities at each regular meeting of the board.

Section 6. Subject to the provisions of the approved budget it shall have the authority to appoint, fix the conditions of employment of, and remove any employees of the organization.

Section 7. It shall have authority to fix charges for the use of the programs and facilities of LOGIS, both as to members and nonmembers consistent with policies and guidelines established by the board.

Section 8. All actions taken by the executive committee shall be subject to control by the board of directors as the board shall deem advisable.

IX. FINANCIAL MATTERS

Section 1. The fiscal year of LOGIS shall be the calendar year.

Section 2. The annual budget of LOGIS must be adopted in the following manner:

(a) annually prior to June 1 the Board will supply each member with a proposed preliminary budget;

(b) annually prior to the annual meeting of the Board in July the Board will supply each member with a proposed budget adjusted for withdrawal notifications received pursuant to Article XII;

(c) the annual budget must be adopted at the annual meeting of the Board in July.

Promptly after adoption of the budget, the Board must mail copies of the budget to the chief administrative officer of each member. Upon adoption of the budget each member is obligated to LOGIS for the budgeted revenues and cost sharing charges fixed by the Board for the ensuing fiscal year in accordance with this Article. (Amended by Amendment No. 1, December 3, 1993.)

Section 3. The board shall have authority to fix cost sharing charges for all members in an amount sufficient to provide the funds required by the budgets of the organization. It shall advise the chief administrative officer of each member, on or before September 1 of each year, of the amounts of such charges falling within Classes 1 and 2 and the rates of such charges falling within Class 3, as such classes are defined in Section 5 of this article.

Section 4. Billings for all charges shall be made by the board and shall be due when rendered. Any member whose charges have not been paid within 45 days after billing shall be in default and shall not be entitled to further voting privileges nor to have its director hold any office nor to use any LOGIS facilities or programs until such time as no longer in default. In the event that such charges have not been paid within 45 days after such billing, such defaulting member shall be deemed to have given, on such 45th day, notice of withdrawal from membership. In the event of a bona fide dispute between the member and the board as to the amount which is due and payable, the member shall nevertheless make such payment in order to preserve its status as a member, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal remedies available to it.

Section 5. The charges of LOGIS shall be divided, for cost sharing purposes, into three classes, to-wit:

(a) Class 1 Charges. These charges shall be made to cover the organization's general, administrative and operational expenses not falling within Classes 2 and 3. Class 1 charges shall be made as fixed monthly, quarterly or annual membership dues. They shall be determined annually by the board of directors. They shall not be retroactively applied to new members.

(b) Class 2 Charges. These charges shall be made to cover the costs of design and development of computer programs and systems and other capital costs. The initial members of LOGIS shall pay such portion of the Class 2 charges as shall be established by the board, provided that the board shall attempt in good faith to pro rate such Class 2 charges among the members in as equitable a manner as possible, giving consideration, among other things, to anticipated use of the programs, systems and facilities of the organization. Any new members, i.e. any governmental units joining LOGIS after May 31, 1972, shall pay a pro rated share of the accumulated Class 2 charges which have been charged to or incurred by all members, as computed by the board on the same formula as for initial members as the price of membership; and such charges, when paid by such new members, shall be apportioned among the then existing members in cash or credit on unpaid or future billings in proportion to the Class 2 charges which such existing members have thus far paid or incurred.

(c) Class 3 Charges. These charges shall be to cover the costs of system operation and maintenance in serving members (and others) on a "as requested" basis. The amount of such charges shall be determined by the board and such amounts shall be computed on the basis of the actual workload utilized by each member. Class 3 charges shall not be retroactively applied to new members.

Section 6. Nothing contained in the foregoing Section 5 shall prevent the board from charging nonmembers for services rendered by LOGIS, on such basis as the board shall deem appropriate. For example, the board shall not be obligated to charge nonmembers, for services, only Class 3 charges.

Section 7. It is anticipated that certain members may be in a position to extend special financial assistance to LOGIS in the form of grants. The board may credit any such grants against any charges which the granting member would otherwise have to pay. The board may also enter into an agreement, as a condition to any such grant, that it will credit all or a portion of such grant towards charges which have been made or in the future may be made against one or more specified members.

Section 8. Board funds may be expended by the board in accordance with procedures established by law for the expenditure of funds by villages. Orders, checks, drafts and other legal instruments shall be signed by the president or vice-president and countersigned by the secretary-treasurer or such other person as shall be designated by the board.

Section 9. Contracts shall be let and purchases shall be made in accordance with the legal requirements applicable to contracts and purchases by Minnesota villages.

X. ADMINISTRATOR

An administrator may be appointed to perform such administrative duties as shall be delegated to him by the board.

XI. ASSOCIATES

Section 1. It is contemplated that certain governmental units may desire to follow, closely, the activities of LOGIS, to provide input into systems design, and to receive detailed information about system characteristics and performance, for the purpose of coordinating intergovernmental relationships. Such governmental units may affiliate with LOGIS as "associates."

Section 2. A governmental unit desiring to become an associate may do so in the same manner as is applicable to becoming a member, except as otherwise provided in this article.

Section 3. At the time of joining LOGIS as an associate, the governmental unit shall indicate in writing that it is not joining as a member but as an associate.

Section 4. An associate may appoint a director and an alternate director to the board but such director (or alternate) shall be without voting power, shall not be eligible to serve as an officer and shall not be counted for quorum purposes.

Section 5. The board may establish the charges to be paid by associates and for that purpose it may classify associates in accordance with their varying circumstances.

Section 6. An associate may apply for membership status and become a regular member.

Section 7. An associate may discontinue its association with LOGIS at any time by giving written notice of withdrawal to the secretary-treasurer of LOGIS. Withdrawal shall not relieve such withdrawing associate from its obligation to pay any charges which the associate has incurred up to the time of withdrawal.

XII. WITHDRAWAL

Section 1. Any member may at any time give written notice of withdrawal from LOGIS. The nonpayment of charges as set forth herein, and the refusal or declination of any member to be bound by any obligation to the organization shall also constitute notice of withdrawal.

(a) Actual withdrawal shall not take effect for a period of forty-five (45) days from the date of such notification.

(b) Upon effective withdrawal the member shall continue to be responsible (1) for all of its prorated share of any unpaid Class 2 obligations, (2) for its share of Class 1 charges to the effective date of withdrawal, (3) for its share of any Class 3 charges to the effective date of withdrawal and (4) for any contractual obligations it has separately incurred with LOGIS.

Section 2. A member who has not given notice of withdrawal on or before June 15 of a given year is obligated for the budgeted revenues and the cost sharing charges fixed by the Board for the ensuing fiscal year in accordance with Article IX. (Added by Amendment No. 1, December 3, 1993.)

Section 3. A member withdrawing from membership at a time when such withdrawal does not result in dissolution of the organization shall forfeit its claim to any assets of the organization except that it shall have access to any software developed for its use while it was a member, in accordance with and subject to the provisions of Article XIII, Section 5, Paragraph (b).

XIII. DISSOLUTION

Section 1. The organization shall be dissolved whenever (a) a sufficient number of members withdraws from the organization to reduce the total number of members to less than six (6), or (b) by two-thirds vote of all members of the board.

Section 2. In the event of dissolution the board shall determine the measures necessary to effect the dissolution and shall provide for taking of such measures as promptly as circumstances permit and subject to the provisions of this agreement.

Section 3. Upon dissolution the remaining assets of LOGIS, after payment of all obligations, shall be distributed among the then existing members in proportion to their contributions, as determined by the board, provided that computer software prepared for such members shall be available to them, subject to such reasonable rules and regulations as the board shall determine.

Section 4. If, upon dissolution, there is an organizational deficit, such deficit shall be charged to and paid by the members and former members on a pro rata basis, based upon the Class 1, 2 and 3 charges incurred by such members and former members during the two years preceding the event which gave rise to the dissolution.

Section 5. In the event of dissolution the following provisions shall govern the distribution of computer software owned by the organization:

(a) All such software shall be an asset of the organization.

(b) A member or former member may use (but may not authorize reuse by others) any software developed during its membership upon (1) paying any unpaid sums due LOGIS, (2) paying the costs of taking such software, and (3) complying with reasonable rules and regulations of the board relating to the taking and use of such software. Such rules and regulations may include a reasonable time within which such software must be taken by any member or former member desiring to do so.

XIV. DURATION

This agreement shall continue in effect indefinitely, until terminated in accordance with its terms.

IN WITNESS WHEREOF, the undersigned governmental unit has caused this agreement to be signed and delivered on its behalf.

IN THE PRESENCE OF:

______________________________ ______________________________
(Name of Governmental Unit)

______________________________ By ____________________________
Its ____________________________

By ____________________________
Its ____________________________

Dated: ____________, 20___.

Filed in the office of the Executive Director of LOGIS, Golden Valley Minnesota, this ____ day of _____________, 20___.

Proposed As Consent Item 6h

Shakopee Public Utilities
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: April 1, 2026

Subject: MMPA March 2026 Meeting Update

The Board of Directors of the Minnesota Municipal Power Agency (MMPA) met on March 31, 2026, at Chaska City Hall in Chaska, Minnesota, and via videoconference.

The Board reviewed the Agency's financial and operating performance for February 2026.

Participation in the residential Clean Energy Choice program increased by 22 customers. Customer penetration for the program is 6.7% of residential customers.

The Board discussed the status of electric generation and RNG projects the Agency is pursuing.

Thanks

Shakopee Public Utilities

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DATE: April 1, 2026

TO: Commissioners

FROM: Greg Drent, General Manager

Subject: First Amendment to Payment in Lieu of Taxes

This memo provides a summary of the proposed First Amendment to the Agreement Regarding Payment in Lieu of Taxes (PILOT) between City of Shakopee and Shakopee Public Utilities Commission (SPU).

Background

SPU and the City entered into a Payment in Lieu of Taxes Agreement on December 21, 2021. The agreement establishes the percentage of electric utility revenues that SPU pays annually to the City in lieu of traditional property taxes.

Since the agreement was adopted, SPU has received interest from potential large Industrial load customers, including data center developments, that could require electrical service in excess of 10 megawatts. Because these projects can generate very large electric sales volumes, the existing PILOT structure could result in disproportionately high PILOT payments relative to the cost of serving these loads and could negatively impact the competitiveness of SPU's electric rates.

Purpose of the Amendment

The purpose of the First Amendment is to adjust how PILOT payments are calculated for large electric loads exceeding 10 megawatts per parcel or project, while maintaining the existing PILOT structure for all other customers.

Key Change

The amendment establishes a modified PILOT calculation for large Industrial load customers as follows:

- The PILOT rate of 5.5 percent plus an additional 0.5 percent will apply to the first $1,500,000 of Gross Defined Sales in a calendar year.
- For Gross Defined Sales exceeding $1,500,000, the applicable PILOT rate will decrease to 1 percent.

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This structure allows SPU to maintain the existing PILOT framework while ensuring that very large energy users do not create a PILOT obligation that would make SPU's electric rates uncompetitive for economic development projects.

Impact

The amendment is intended to:

- Maintain fairness and consistency in the PILOT structure.
- Ensure SPU remains competitive when attracting large electric loads such as data centers or other energy-intensive facilities.
- Continue to provide PILOT revenue to the City while recognizing the unique scale of large-load customers.

The existing PILOT provisions will remain unchanged for all other SPU customers.

Next Steps

If approved by the Commission and the City Council, SPU will then create a rate to pass on these savings to the large load customers.

Please let me know if the Commission would like additional information or discussion regarding this amendment

Attached is the Amendment for your review

Recommendation: Approve the First Amendment to Payment in Lieu of Taxes

FIRST AMENDMENT TO
AGREEMENT REGARDING PAYMENT IN LIEU OF TAXES

This First Amendment, effective as of ________, 2026 (the "First Amendment"), is to the Agreement Regarding Payment in Lieu of Taxes by and between the City of Shakopee (the "City") and the Shakopee Public Utilities Commission ("SPU"), each a "Party" and collectively, the "Parties."

Recitals

A. The Parties entered that certain Agreement Regarding Payment in Lieu of Taxes dated December 21, 2021 (the "Agreement").

B. The Parties desire to update certain terms, necessitating an amendment to the Agreement.

C. The Parties desire to enter into this First Amendment.

NOW, THEREFORE, the Parties agree as follows:

I. Definitions

Unless otherwise defined herein, the capitalized terms in this First Amendment shall have the same meaning as the defined terms in the Agreement.

II. Term of Agreement

In Section 1 of the Agreement, the following sentence is added:

> Provided, however, that for large load over 10 MW per parcel/project, (1) 5.5 percent (and .5 percent as specified in Section 2) is applicable to the first $1,500,000 in Gross Defined Sales in a calendar year, and (2) the percentage shall decrease to one percent for Gross Defined Sales exceeding $1,500,000, and Section 2 shall not apply.

III. Integration

This First Amendment, together with the Agreement, constitutes the entire Agreement among the Parties.

IV. Confirmation

Except as specifically provided in this First Amendment, the Agreement remains in full force and effect without change.

[Signature page follows.]

IN WITNESS WHEREROF, the Parties have caused this First Amendment to be signed by their duly authorized representative, as of the date set forth above.

CITY OF SHAKOPEE

By: ______________________________
Matt Lehman, Mayor

By: ______________________________
William Reynolds, City Administrator

SHAKOPEE PUBLIC UTILITIES COMMISSION

By: ______________________________
B.J. Letourneau, President

By: ______________________________
Greg Drent, General Manager

Shakopee Public Utilities

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DATE: April 2, 2026

TO: Greg Drent, General Manager *gld*

FROM: Brad Carlson, Director of Engineering and Electric Operations *BJC*

SUBJECT: East Shakopee Substation & Additional Power Transformer Bid Results/Award

BACKGROUND:

Bids were received on March 31st, and the results are attached for the Commission's consideration, along with the engineer's bid analysis and recommendation.

To serve the increasing load on the east side of Shakopee due to ongoing developments and the potential Service Territory acquisition, additional substation capacity is needed in the area as outlined in the Electric System Long Term Plan. SPU plans to construct a new substation on its vacant parcel of land located along Hanson Ave and Maras Street.

The City of Shakopee has granted SPU a Conditional Use Permit to construct the East Shakopee Substation.

The engineer's estimated cost for the 47 MVA transformer is $3,000,000 out of the total substation construction budget of $9,153,000 that is in the 2026-2027 Capital Improvement Plan.

SPU staff is working on a potential data center and the final contract for a Large Industrial Load, which could add a transformer purchase for the build-out of the project scope. The Bid results give SPU the option to purchase up to three (3) transformers within the 35-day bid award period.

DISCUSSION:

Leidos' Senior Project Manager Kevin Favero has summarized the bid results and included a life cycle cost analysis in his evaluation. Kevin has evaluated multiple delivery date options, given the current uncertainty in material supply chains, taking into account transformer losses over a 30-year operating period to determine the lowest responsive bid that can best meet SPU's desired in-service date.

According to the bid documents, SPU has 35 days to make a decision and award a bid for 2 additional transformers.

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Staff concurs with Kevin's analysis and his conclusion that the Commission is best served by awarding the bid to Virginia Transformer in the amount of not to exceed $2,760,921 with an expected delivery date of May 15, 2028, and negotiating a pro-rated price for delivery date in September.

Staff also concurs with Kevin's recommendation to authorize staff to negotiate acceptable terms on the minor items he identified that VT took exception to in the bid document requirements.

Commission approval to proceed with the purchase of a second transformer for Pike Lake Substation's second line up, contingent on the signing of the Large Industrial Electric Service Agreement for the Data Center located at 5201 Dean Lake Blvd, Shakopee.

ACTION:

First Action:
Award the contract to Virginia Transformer for the amount of $2,760,921.

Second Action:
Approve the purchase of a 2nd Virginia Transformer for Pike Lake Substation for the amount of $2,760,921 if the developer approves the Electric Service Agreement and a deposit is made to SPU.

April 2, 2026

leidos

Via email to: BCarlson@ShakopeeUtilities.com

Mr. Brad Carlson
Shakopee Public Utilities
255 Sarazin Street
Shakopee, MN 55379

Subject: **Evaluation of Power Transformer and 115 kV Breaker Bids**

Dear Mr. Adams:

Shakopee Public Utilities (SPU) has received bids for 115/13.8 kV 47 MVA power transformers and 115 kV breakers. This equipment would be for the development of the proposed East Shakopee Substation in the southwest corner of the intersection of Maras Street and Hansen Avenue and for the development of Phase 2 of the existing Pike Lake Substation located along County Road 21 near the corporate limits.

East Shakopee Substation is needed to serve electrical loads in the eastern portion of the SPU service territory. The need for Phase 2 of Pike Lake Substation is driven by the electrical load of a proposed datacenter.

The power transformers convert the 115 kV power delivered from the Xcel Energy transmission system to 13.8 kV power to serve the SPU distribution circuits. The 115 kV breakers protect the power transformers from damage due to electrical faults.

Power Transformer Bids

SPU received bids for power transformers as summarized in the following table.

Table 1 **Evaluation of Power Transformer Bids**				
Bidder/Manuf.	**Evaluated Bid ($) [1]**	**Difference ($)**	**Difference (%)**	**Delivery Mid-date [2]**
Virginia Transformer	2,972,241	0	0.0%	July 19 2027
Virginia Transformer	3,112,881	140,640	4.7%	Feb 14 2028
Virginia Transformer	3,159,761	187,520	6.3%	May 15 2028
WEG	3,203,809	231,568	7.8%	Aug 9 2027
Hitachi	3,835,434	863,193	29.0%	June 25 2029
PTT	4,144,007	1,171,766	39.4%	March 12 2029

[1] Evaluated bids include the bid price, the evaluated cost of energy losses in the power transformer, and optional items needed for the installation of the power transformer at the substation site.

[2] Delivery date for the middle of a delivery range proposed by the bidder.

The bids are tabulated on Exhibit 1 and are evaluated on Exhibit 2. The evaluated amounts in Table 1 include the bid amount, the evaluated cost of energy losses in the power transformer, and optional items needed for the installation of the power transformer at the substation site, all as shown on Exhibit 1 and Exhibit 2.

As shown on Table 1, the three bids from Virginia Transformer are the lowest evaluation bids. The base bids by Virginia Transformer are fixed and not subject to escalation. The optional items are estimates and will be invoiced based on actual expenses. Since the Virginia Transformer base bid amounts are fixed (except as described in the next sentence), they are higher for later delivery times to account for expected future cost escalation. The base prices are subject to adjustment if the total cost of manufacturing increases by more than 2% (excluding any cost increases in copper or mineral oil). More details will be needed to clarify how this is proposed to be implemented.

Also, the bid amounts of the other bidders are subject to future escalation based on various indices, which is not reflected in Table 1. Compared to the lowest evaluated amount for the Virginia Transformer bids, the non-escalated evaluated amount for WEG is $231,570 and 7.8% higher, $863,190 and 29.0% higher for Hitachi, and $1,171,770 and 39.4% higher for PTT.

Virginia Transformer manufactured and provided an almost identical power transformer for the SPU Dean Lake substation in 2016 and a smaller, similar power transformer for the West Shakopee Substation in 2024. Both transformers had minor issues that Virginia Transformer corrected on a timely basis. Both transformers do not have any ongoing operational issues. Virginia Transformer has manufactured power transformers since 1971.

Power Transformer Delivery

The power transformer bids have delivery ranges as shown on Exhibit 1. For comparison, the middle of the delivery date is evaluated based on an award on April 6.

As shown in Table 1, Virginia Transformer has proposed three delivery time ranges, the centers of which are approximately July 19, 2027, February 14, 2028, and May 15, 2028 with the lowest cost option being the first delivery range. The cost of the July 2027 option is $140,000 less expensive than the February 2028 option. Depending on the ability of Xcel Energy to install the transmission service in a timely fashion, the power transformer might not be energized for a number of months and a portion of the five-year warranty period would be expended without using the power transformer to deliver energy. However, the warranty period is only important if there is a problem with the power transformer that needs to be fixed during that period. Typically, operational issues occur early during the operational life of a power transformer.

The other issue with a July 2027 delivery date is whether the power transformer foundation at East Shakopee Substation or Pike Lake Substation will be ready to receive the power transformer. This will depend on how quickly the construction contractor can complete enough of the site work to provide for the power transformer delivery. This in turn is dependent on the availability and schedules of electrical substation construction contractors. There is a significant amount of on-going electrical construction work due to the recent interest in building datacenters. A tight construction schedule would tend to drive up the cost of construction and risk loosing the economic advantage of receiving the power transformer at the earlier date.

Also, potential obstructions in the exit circuit duct bank route have delayed soliciting contractor bids. A September 2027 completion date for the completion of the power transformer foundation would provide more flexibility and give more contractors the ability to meet the construction schedule without needing to employ extraordinary and costly measures.

Contractors could also experience long lead times for materials needed. For the West Shakopee Substation, 115 kV switches were the long lead time equipment that delayed completion and energization of the project.

A September 2027 delivery of the power transformer would likely require a prorated price between the July 2027 delivery price and the February 2028 delivery price.

Power Transformer Terms and Conditions

All of the bid proposals included exceptions to the terms and conditions in the bid documents. There are numerous exceptions that should be reviewed by SPU staff to determine if they can be accepted and a contract can be executed.

115 kV Breaker Bids

SPU received bids for 115 kV breakers as summarized in the following table

Table 2 Evaluation of 115 kV Breaker Bids				
Bidder/Manuf.	**Evaluated Bid ($) [1]**	**Difference ($)**	**Difference (%)**	**Delivery Mid-date [2]**
GE Vernova Border States	176,150	0	0.0%	October 2 2028
GE Vernova Graybar	179,397	3,247	1.8%	October 2 2028
GE Vernova Border States	209,102	32,952	18.7%	May 8 2028
GE Vernova Graybar	213,065	36,915	21.0%	May 8 2028
Siemens Border States	213,804	37,654	21.4%	Jan 29 2029
Hitachi Primus Marketing	252,800	76,650	43.5%	May 29 2028
Meiden America Border States	254,578	78,428	44.5%	May 17 2027
[1] Evaluated bids include the bid price, the evaluated cost of energy losses in the power transformer, and optional items needed for the installation of the power transformer at the substation site. [2] Delivery date for the middle of a delivery range proposed by the bidder.				

The bids are tabulated on Exhibit 3. The evaluated amounts in Table 2 include the bid amount, optional items needed for consistent spare parts for the various bids, and items needed for the delivery of the 115 kV breakers to the site, all as shown on Exhibit 3. The lowest cost breaker is for $176,150 from GE Vernova via Border States. Compared to this lowest cost bid, the bid prices range up to $78,428 or 44.5% higher with various delivery periods.

GE Vernova has manufactured over 60,000 breakers in North America since 1994 and SPU has procured a 115 kV GE Vernova breaker for several of the previous substation projects. They have not experienced any operating issues.

115 kV Breaker Delivery

The 115 kV breaker bids have delivery ranges as shown on Exhibit 3. For comparison, the middle of the delivery date is evaluated based on an award on April 6.

The lowest cost bid has an approximate delivery date of October 2, 2028. This date is significantly later than the expected possible May 2028 energization. The next lowest bid with an earlier delivery date is for $209,102 from GE Vernova via Border States which has a May 8, 2028 delivery date. The Border States Meiden America bid has an earlier delivery date of May 17, 2027 but it is $45,500 more expensive and the balance of the projects is not expected to be ready that soon.

115 kV Breaker Terms and Conditions

All of the bid proposals included exceptions to the terms and conditions in the bid documents. There are numerous exceptions that should be reviewed by SPU staff to determine if they can be accepted and a contract can be executed.

Recommendations

Our recommendations include authorizing SPU staff to:

- Negotiate with Virginia Transformer for delivery dates and final contract amounts for the power transformers.
- Negotiate with Border States and GE Vernova for delivery dates and final contract amounts for the 115 kV breakers.
- Review, negotiate with Virginia Transformer and Border States, and modify the terms and conditions of the respective contracts to the extent necessary to meet the requirements of SPU.

Could you let me know if you would like to discuss the above or would like additional analysis. Thanks for the opportunity to assist SPU with this assignment.

Sincerely,
Leidos Engineering, LLC

Kevin Favero

Kevin Favero, P.E.
Senior Project Manager

Exhibit 1

Bid Tabulation for SPU East Shakopee Substation Power Transformer Purchase 3354621-P1 115/13.8 kV 47 MVA w/LTC 2026 03 31

Bidder/ Manuf.	Bid Amount ($)	Special Services Per diem ($)	Special Services Round Trip ($)	No Load Losses (kW)	Load Losses (kW)	Auxiliary Losses (kW)	Delivery Date	Bid Bond	Exceptions / Comments
Virginia Transformer [1]	2,573,401	5,230	22,140	18.00	92.00	6.00	65 - 70 weeks	Yes	Base price firm with exceptions
Virginia Transformer [1]	2,714,041	5,230	22,140	18.00	92.00	6.00	95 - 100 weeks	Yes	Base price firm with exceptions
Virginia Transformer [1]	2,760,921	5,230	22,140	18.00	92.00	6.00	108 - 112 weeks	Yes	Base price firm with exceptions
WEG	Including option 2,856,529	2,500	2,500	19.00	71.00	2.00	70 - 71 weeks	Yes	Optional 5-yr warranty 67,125 base price subject to cost adj.
Hitachi	3,515,586			17.4	65.6	3.2	152 weeks	Yes	price subjet to cost adjustment
PTT	3,793,167	2,085	at cost	14.00	86.00	6.00	166 - 170 weeks	Yes	price subject to cost adj.

[1] Price Components

Base Price	2,344,000	2,484,640	2,531,520
Optional Adders	229,401	229,401	229,401
Total	2,573,401	2,714,041	2,760,921

Virginia Transformer Optional Adders

Freight	48,000
Offload	46,387
Assembly & Testing	124,514
SFRA	10,500
Subtotal Adders	229,401

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Exhibit 2

Shakopee Public Utilities
East Shakopee Substation Power Transformer Bid Evaluation 354621-P1 2026 03 31
115/13.8 kV 47 MVA with LTC

Bidder/ Manuf.	Bid Amount ($)	No Load Losses @ $7,800 per kW	Load Losses @ $2,800 per kW	Auxiliary Losses @ $140 per kW	Total Evaluated Cost ($)	Difference ($)	Difference %	Delivery Date	Mid-date if April 6 Order
		18.00 kW	92.00 kW	6.00 kW					
Virginia Transformer [1]	2,573,401	140,400	257,600	840	2,972,241	0	0.0%	65 - 70 weeks	July 19 2027
		18.00 kW	92.00 kW	6.00 kW					
Virginia Transformer [1]	2,714,041	140,400	257,600	840	3,112,881	140,640	4.7%	95 - 100 weeks	Feb 14 2028
		18.00 kW	92.00 kW	6.00 kW					
Virginia Transformer [1]	2,760,921	140,400	257,600	840	3,159,761	187,520	6.3%	108 - 112 weeks	May 15 2028
		19.00 kW	71.00 kW	2.00 kW					
WEG	2,856,529	148,200	198,800	280	3,203,809	231,570	7.8%	70 - 71 weeks	Aug 9 2027
		17.40 kW	65.60 kW	3.20 kW					
Hitachi	3,515,586	135,720	183,680	448	3,835,434	863,190	29.0%	166 - 170 weeks	June 25 2029
		14.00 kW	86.00 kW	6.00 kW					
PTT	3,793,167	109,200	240,800	840	4,144,007	1,171,770	39.4%	152 weeks	March 12 2029

[1] See pricing components on bid tab sheet.

Exhibit 3

Bid Tabulation SPU East Shakopee Substation 115 kV Breaker Purchase 354621-P3 2026 03 31

Bidder/ Manuf.	Bid Amount ($)	Delivery Date	Delivery Mid-date if April 6 Order	Bid Bond	Exceptions / Comments			
Border States **GE Vernova** **SF6**	Including options 176,150	128 - 130 weeks	October 2 2028	Yes	**Spares Included:** One gas regulator & fill hose set Doble Rotary Transducer Bracket Hand crank for manual spring charge	Broder States terms only	**Include options:** Spare trip coil 300.00 Spare close coil 300.00 Spare charging moto 2,000.00 Freight 8,762.89 Total 11,362.89	
Graybar **GE Vernova** **SF6**	Including options 179,397	128 - 132 weeks	October 2 2028	No	**Spares included:** One gas regulator & fill hose set Doble Rotary Transducer Bracket Hand crank for manual spring charge	Exceptions Graybar terms only	**Include options:** Spare trip coil 271.74 Spare close coil 271.74 Spare charging moto 1,983.70 Freight 8,500.00 Total 11,027.18	
Border States **GE Vernova** **SF6**	Including options 209,102	108 - 110 weeks	May 8 2028	Yes	Same as above	Same as above	Same as above	
Graybar **GE Vernova** **SF6**	Including options 213,065	108 - 110 weeks	May 8 2028	No	Same as above	Same as above	Same as above	
Border States **Siemens** **138 kV 63kA SF6**	Including options & tariffs 213,804	140 - 150 weeks	Jan 29 2029	Yes	Siemens terms only		**Include options:** Spare trip coil 600.00 Spare close coil 600.00 Spare charging moto 1,300.00 Subtotal options 2,500.00 Plus tarrifs 3,713.40 Total 6,213.40	**Not included** Y-relay 700 Bushing 2100
Primus Marketing **Hitachi** **SF6**	Include options & other costs 252,800	110 - 114 weeks	May 29 2028	Yes			**Include options:** Trip coil 1500 Close coil 1500 Charging motor 2500 Subtotal 5500 **Other costs:** Tariff 15,240 Accessories 4,500 SF6 Gas 1,700 Subtotal 21,440 Total 26,940	**Options Not include** Bushing 23,750 Gaskets 2,000
Border States **Melden America** **Dry air**	Including freight 254,578	58 weeks	May 17 2027	Yes			No spares offered Freight 9,793.81	

Shakopee Public Utilities
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DATE: April 2, 2026

TO: Greg Drent, General Manager *gld*

FROM: Brad Carlson, Director of Engineering and Electric Operations *BJC*

SUBJECT: East Shakopee Substation & Additional 115 kV Breaker Bid Award

BACKGROUND:

Bids were received on March 31st, and the results are attached for the Commission's consideration, along with the engineer's bid analysis and recommendation.

To serve the increasing load on the east side of Shakopee due to ongoing developments and the potential Service Territory acquisition, additional substation capacity is needed in the area as outlined in the Electric System Long Term Plan. SPU plans to construct a new substation on its vacant parcel of land located along Hanson Ave and Maras Street.

The City of Shakopee has granted SPU a Conditional Use Permit to construct the East Shakopee Substation.

The engineer's estimated cost for the 115 kV Breaker is $220,000 out of the total substation construction budget of $9,153,000 that is in the 2026-2027 Capital Improvement Plan.

SPU staff is working on a potential data center and the final contract for a Large Industrial Load, which could add a transformer purchase for the build-out of the project scope. The Bid results give SPU the option to purchase up to three (3) Breakers within the 60-day bid award period.

DISCUSSION:

Leidos' Senior Project Manager Kevin Favero has summarized the bid results and analysis in his evaluation. Kevin has evaluated multiple delivery date options, given the current uncertainty in material supply chains, taking into account the lowest responsive bid that can best meet SPU's desired in-service date.

According to the bid documents, SPU has 60 days to make a decision and award a bid for 2 additional transformers.

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Staff concurs with Kevin's analysis and his conclusion that the Commission is best served by awarding the bid to in the amount of $209,102 from GE Vernova via Border States, which has a May 8, 2028, delivery date with an expected delivery date of May 8, 2028, and negotiating a pro-rated price for delivery date in September.

Staff also concurs with Kevin's recommendation to authorize staff to negotiate acceptable terms with Border States and GE Vernova for delivery dates and final contract amounts for the 115 kV breakers.

Commission approval to proceed with the purchase of a second breaker for Pike Lake Substation's second line up, contingent on the signing of the Large Industrial Electric Service Agreement for the Data Center located at 5201 Dean Lake Blvd, Shakopee.

ACTION:

First Action:
Award contract to GE Verona for East Shakopee Substation for the purchase price of $209,102.

Second Action:
Approve purchase of a 2nd 115 kV breaker for Pike Lake Substation for $209,102 if the Electric Service Agreement is approved and a deposit is made to SPU.

April 2, 2026

leidos

Via email to: BCarlson@ShakopeeUtilities.com

Mr. Brad Carlson
Shakopee Public Utilities
255 Sarazin Street
Shakopee, MN 55379

Subject: **Evaluation of Power Transformer and 115 kV Breaker Bids**

Dear Mr. Adams:

Shakopee Public Utilities (SPU) has received bids for 115/13.8 kV 47 MVA power transformers and 115 kV breakers. This equipment would be for the development of the proposed East Shakopee Substation in the southwest corner of the intersection of Maras Street and Hansen Avenue and for the development of Phase 2 of the existing Pike Lake Substation located along County Road 21 near the corporate limits.

East Shakopee Substation is needed to serve electrical loads in the eastern portion of the SPU service territory. The need for Phase 2 of Pike Lake Substation is driven by the electrical load of a proposed datacenter.

The power transformers convert the 115 kV power delivered from the Xcel Energy transmission system to 13.8 kV power to serve the SPU distribution circuits. The 115 kV breakers protect the power transformers from damage due to electrical faults.

Power Transformer Bids

SPU received bids for power transformers as summarized in the following table.

Table 1 Evaluation of Power Transformer Bids				
Bidder/Manuf.	**Evaluated Bid ($) [1]**	**Difference ($)**	**Difference (%)**	**Delivery Mid-date [2]**
Virginia Transformer	2,972,241	0	0.0%	July 19 2027
Virginia Transformer	3,112,881	140,640	4.7%	Feb 14 2028
Virginia Transformer	3,159,761	187,520	6.3%	May 15 2028
WEG	3,203,809	231,568	7.8%	Aug 9 2027
Hitachi	3,835,434	863,193	29.0%	June 25 2029
PTT	4,144,007	1,171,766	39.4%	March 12 2029
[1] Evaluated bids include the bid price, the evaluated cost of energy losses in the power transformer, and optional items needed for the installation of the power transformer at the substation site. [2] Delivery date for the middle of a delivery range proposed by the bidder.				

The bids are tabulated on Exhibit 1 and are evaluated on Exhibit 2. The evaluated amounts in Table 1 include the bid amount, the evaluated cost of energy losses in the power transformer, and optional items needed for the installation of the power transformer at the substation site, all as shown on Exhibit 1 and Exhibit 2.

As shown on Table 1, the three bids from Virginia Transformer are the lowest evaluation bids. The base bids by Virginia Transformer are fixed and not subject to escalation. The optional items are estimates and will be invoiced based on actual expenses. Since the Virginia Transformer base bid amounts are fixed (except as described in the next sentence), they are higher for later delivery times to account for expected future cost escalation. The base prices are subject to adjustment if the total cost of manufacturing increases by more than 2% (excluding any cost increases in copper or mineral oil). More details will be needed to clarify how this is proposed to be implemented.

Also, the bid amounts of the other bidders are subject to future escalation based on various indices, which is not reflected in Table 1. Compared to the lowest evaluated amount for the Virginia Transformer bids, the non-escalated evaluated amount for WEG is $231,570 and 7.8% higher, $863,190 and 29.0% higher for Hitachi, and $1,171,770 and 39.4% higher for PTT.

Virginia Transformer manufactured and provided an almost identical power transformer for the SPU Dean Lake substation in 2016 and a smaller, similar power transformer for the West Shakopee Substation in 2024. Both transformers had minor issues that Virginia Transformer corrected on a timely basis. Both transformers do not have any ongoing operational issues. Virginia Transformer has manufactured power transformers since 1971.

Power Transformer Delivery

The power transformer bids have delivery ranges as shown on Exhibit 1. For comparison, the middle of the delivery date is evaluated based on an award on April 6.

As shown in Table 1, Virginia Transformer has proposed three delivery time ranges, the centers of which are approximately July 19, 2027, February 14, 2028, and May 15, 2028 with the lowest cost option being the first delivery range. The cost of the July 2027 option is $140,000 less expensive than the February 2028 option. Depending on the ability of Xcel Energy to install the transmission service in a timely fashion, the power transformer might not be energized for a number of months and a portion of the five-year warranty period would be expended without using the power transformer to deliver energy. However, the warranty period is only important if there is a problem with the power transformer that needs to be fixed during that period. Typically, operational issues occur early during the operational life of a power transformer.

The other issue with a July 2027 delivery date is whether the power transformer foundation at East Shakopee Substation or Pike Lake Substation will be ready to receive the power transformer. This will depend on how quickly the construction contractor can complete enough of the site work to provide for the power transformer delivery. This in turn is dependent on the availability and schedules of electrical substation construction contractors. There is a significant amount of on-going electrical construction work due to the recent interest in building datacenters. A tight construction schedule would tend to drive up the cost of construction and risk loosing the economic advantage of receiving the power transformer at the earlier date.

Also, potential obstructions in the exit circuit duct bank route have delayed soliciting contractor bids. A September 2027 completion date for the completion of the power transformer foundation would provide more flexibility and give more contractors the ability to meet the construction schedule without needing to employ extraordinary and costly measures.

Contractors could also experience long lead times for materials needed. For the West Shakopee Substation, 115 kV switches were the long lead time equipment that delayed completion and energization of the project.

A September 2027 delivery of the power transformer would likely require a prorated price between the July 2027 delivery price and the February 2028 delivery price.

Power Transformer Terms and Conditions

All of the bid proposals included exceptions to the terms and conditions in the bid documents. There are numerous exceptions that should be reviewed by SPU staff to determine if they can be accepted and a contract can be executed.

115 kV Breaker Bids

SPU received bids for 115 kV breakers as summarized in the following table

Table 2 Evaluation of 115 kV Breaker Bids				
Bidder/Manuf.	**Evaluated Bid ($) [1]**	**Difference ($)**	**Difference (%)**	**Delivery Mid-date [2]**
GE Vernova Border States	176,150	0	0.0%	October 2 2028
GE Vernova Graybar	179,397	3,247	1.8%	October 2 2028
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Hitachi Primus Marketing	252,800	76,650	43.5%	May 29 2028
Meiden America Border States	254,578	78,428	44.5%	May 17 2027

[1] Evaluated bids include the bid price, the evaluated cost of energy losses in the power transformer, and optional items needed for the installation of the power transformer at the substation site.

[2] Delivery date for the middle of a delivery range proposed by the bidder.

The bids are tabulated on Exhibit 3. The evaluated amounts in Table 2 include the bid amount, optional items needed for consistent spare parts for the various bids, and items needed for the delivery of the 115 kV breakers to the site, all as shown on Exhibit 3. The lowest cost breaker is for $176,150 from GE Vernova via Border States. Compared to this lowest cost bid, the bid prices range up to $78,428 or 44.5% higher with various delivery periods.

GE Vernova has manufactured over 60,000 breakers in North America since 1994 and SPU has procured a 115 kV GE Vernova breaker for several of the previous substation projects. They have not experienced any operating issues.

115 kV Breaker Delivery

The 115 kV breaker bids have delivery ranges as shown on Exhibit 3. For comparison, the middle of the delivery date is evaluated based on an award on April 6.

The lowest cost bid has an approximate delivery date of October 2, 2028. This date is significantly later than the expected possible May 2028 energization. The next lowest bid with an earlier delivery date is for $209,102 from GE Vernova via Border States which has a May 8, 2028 delivery date. The Border States Meiden America bid has an earlier delivery date of May 17, 2027 but it is $45,500 more expensive and the balance of the projects is not expected to be ready that soon.

115 kV Breaker Terms and Conditions

All of the bid proposals included exceptions to the terms and conditions in the bid documents. There are numerous exceptions that should be reviewed by SPU staff to determine if they can be accepted and a contract can be executed.

Recommendations

Our recommendations include authorizing SPU staff to:

- Negotiate with Virginia Transformer for delivery dates and final contract amounts for the power transformers.
- Negotiate with Border States and GE Vernova for delivery dates and final contract amounts for the 115 kV breakers.
- Review, negotiate with Virginia Transformer and Border States, and modify the terms and conditions of the respective contracts to the extent necessary to meet the requirements of SPU.

Could you let me know if you would like to discuss the above or would like additional analysis. Thanks for the opportunity to assist SPU with this assignment.

Sincerely,
Leidos Engineering, LLC

Kevin Favero

Kevin Favero, P.E.
Senior Project Manager

Exhibit 1

Bid Tabulation for SPU East Shakopee Substation Power Transformer Purchase 3354621-P1 115/13.8 kV 47 MVA w/LTC 2026 03 31

Bidder/ Manuf.	Bid Amount ($)	Special Services Per diem ($)	Special Services Round Trip ($)	No Load Losses (kW)	Load Losses (kW)	Auxiliary Losses (kW)	Delivery Date	Bid Bond	Exceptions / Comments
Virginia Transformer [1]	2,573,401	5,230	22,140	18.00	92.00	6.00	65 - 70 weeks	Yes	Base price firm with exceptions
Virginia Transformer [1]	2,714,041	5,230	22,140	18.00	92.00	6.00	95 - 100 weeks	Yes	Base price firm with exceptions
Virginia Transformer [1]	2,760,921	5,230	22,140	18.00	92.00	6.00	108 - 112 weeks	Yes	Base price firm with exceptions
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PTT	3,793,167	2,085	at cost	14.00	86.00	6.00	166 - 170 weeks	Yes	price subject to cost adj.

[1] Price Components

Base Price	2,344,000	2,484,640	2,531,520
Optional Adders	229,401	229,401	229,401
Total	2,573,401	2,714,041	2,760,921

Virginia Transformer Optional Adders

Freight	48,000
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SFRA	10,500
Subtotal Adders	229,401

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Exhibit 2

Shakopee Public Utilities
East Shakopee Substation Power Transformer Bid Evaluation 354621-P1 2026 03 31
115/13.8 kV 47 MVA with LTC

Bidder/ Manuf.	Bid Amount ($)	No Load Losses @ $7,800 per kW		Load Losses @ $2,800 per kW		Auxiliary Losses @ $140 per kW		Total Evaluated Cost ($)	Difference ($)	Difference %	Delivery Date	Mid-date if April 6 Order
		18.00	kW	92.00	kW	6.00	kW					
Virginia Transformer [1]	2,573,401	140,400		257,600		840		2,972,241	0	0.0%	65 - 70 weeks	July 19 2027
		18.00	kW	92.00	kW	6.00	kW					
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Virginia Transformer [1]	2,760,921	140,400		257,600		840		3,159,761	187,520	6.3%	108 - 112 weeks	May 15 2028
		19.00	kW	71.00	kW	2.00	kW					
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		17.40	kW	65.60	kW	3.20	kW					
Hitachi	3,515,586	135,720		183,680		448		3,835,434	863,190	29.0%	166 - 170 weeks	June 25 2029
		14.00	kW	86.00	kW	6.00	kW					
PTT	3,793,167	109,200		240,800		840		4,144,007	1,171,770	39.4%	152 weeks	March 12 2029

[1] See pricing components on bid tab sheet.

Exhibit 3

Bid Tabulation SPU East Shakopee Substation 115 kV Breaker Purchase 354621-P3 2026 03 31

Bidder/ Manuf.	Bid Amount ($)	Delivery Date	Delivery Mid-date if April 6 Order	Bid Bond	Exceptions / Comments		
Border States **GE Vernova** **SF6**	Including options 176,150	128 - 130 weeks	October 2 2028	Yes	**Spares included:** One gas regulator & fill hose set Doble Rotary Transducer Bracket Hand crank for manual spring charge	Broder States terms only	**Include options:** Spare trip coil 300.00 Spare close coil 300.00 Spare charging motoı 2,000.00 Freight 8,762.89 Total 11,362.89
Graybar **GE Vernova** **SF6**	Including options 179,397	128 - 132 weeks	October 2 2028	No	**Spares included:** One gas regulator & fill hose set Doble Rotary Transducer Bracket Hand crank for manual spring charge	Exceptions Graybar terms only	**Include options:** Spare trip coil 271.74 Spare close coil 271.74 Spare charging motoı 1,983.70 Freight 8,500.00 Total 11,027.18
Border States **GE Vernova** **SF6**	Including options 209,102	108 - 110 weeks	May 8 2028	Yes	Same as above	Same as above	Same as above
Graybar **GE Vernova** **SF6**	Including options 213,065	108 - 110 weeks	May 8 2028	No	Same as above	Same as above	Same as above
Border States **Siemens** **138 kV 63kA SF6**	Including options & tariffs 213,804	140 - 150 weeks	Jan 29 2029	Yes	Siemens terms only	**Include options:** Spare trip coil 600.00 Spare close coil 600.00 Spare charging motoı 1,300.00 Subtotal options 2,500.00 Plus tarrifs 3,713.40 Total 6,213.40	**Not included** Y-relay 700 Bushing 2100
Primus Marketing **Hitachi** **SF6**	Include options & other costs 252,800	110 - 114 weeks	May 29 2028	Yes		**Include options:** Trip coil 1500 Close coil 1500 Charging motor 2500 Subtotal 5500 **Other costs:** Tariff 15,240 Accessories 4,500 SF6 Gas 1,700 Subtotal 21,440 Total 26,940	**Options Not include** Bushing 23,750 Gaskets 2,000
Border States **Melden America** **Dry air**	Including freight 254,578	58 weeks	May 17 2027	Yes			No spares offered Freight 9,793.81

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SHAKOPEE PUBLIC UTILITIES
MEMORANDUM

TO: Greg Drent, General Manager

FROM: Ryan Halverson, Director of Water Engineering & Operations

SUBJECT: Adams Street Watermain Extension Contract Award and Construction Cooperative Agreement with the City of Shakopee

DATE: April 6, 2026

ISSUE

Staff is proposing the award of a construction contract to Northwest Asphalt Inc., and authorization to execute a Construction Cooperative Agreement with the City of Shakopee, for the Adams Street Watermain Extension project.

BACKGROUND

The Adams Street Watermain Extension project includes the construction of approximately 850-feet of new watermain. It starts at 12th Avenue, heading north in the roadway of Adams Street, and then east to a hydrant stub located within Lion's Park. This project has been planned to complete a watermain loop to improve the deficient water service to SandVenture Aquatic Park, and provide improved fire flows to the area.

At its regular meeting on March 2nd 2026, the SPU Commission was presented with an update to the Adams Street Watermain Extension project and the need for a Construction Cooperative Agreement with the City of Shakopee. SPU staff have coordinated with City staff to develop a Construction Cooperative Agreement that defines responsibilities of each entity and memorializes cost reimbursement for the project.

DISCUSSION

On March 17th, 2026, the Shakopee City Council approved and executed the Construction Cooperative Agreement for the Adams Street Watermain Extension Project (See Attached Agreement).

Shakopee Public Utilities

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www.shakopeeutilities.com

Construction plans and specifications were developed by the engineering consultant, SEH Inc., in coordination with SPU and City staff. In accordance with Minnesota Statute Section 471.345 Uniform Municipal Contracting Law, and the SPU Purchasing Policy, bids were solicited and opened on March 26, 2026. Ten bids were received and Northwest Asphalt Inc., from Shakopee, MN, was the low bidder in the amount of $262,621.37. The engineer's opinion of probable cost was $329,417.00. A bid recommendation letter from the Engineer is attached to this memo with a tabulation of the bids received.

Northwest Asphalt has the capacity and experience for the project and is deemed a responsible bidder. Construction is anticipated to begin this spring, shortly after the contract award, and be completed in June 2026 prior to the opening of Sand Venture Aquatic Park.

PROJECT BUDGET

Construction Bid (Northwest Asphalt)	$ 262,621.37
10% Construction Contingency	$ 26,262.14
Engineering/Administration	$ 35,000.49
Total Proposed Project Cost	$ 323,884.00

FUNDING

The 2026 CIP includes the Adams Street Watermain Extension project with a budget of $150,000 from the Reconstruction Fund. This amount was anticipated to cover half of the project cost, and the other half of the project is proposed to be reimbursed by the City of Shakopee as detailed in the Construction Cooperative Agreement. The Reconstruction Fund has adequate funding to cover the nominal increase in project cost.

Funding Source	Amount
Shakopee Public Utilities	$161,942.00
City of Shakopee	$161,942.00
Total Funding	$323,884.00

REQUESTED ACTION

Staff requests the Commission award the construction contract for the Adams Street Watermain Extension to Northwest Asphalt, Inc., in the amount of $262,621.37, approve the proposed project budget, including contingency; and authorize execution of a Construction Cooperative Agreement with the City of Shakopee.

COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of March, 2026, by and between the **CITY OF SHAKOPEE**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the **"City"** 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. SPU plans to construct a public watermain extension from 12th Avenue to SandVenture Aquatic Park to address water capacity/flow and operational deficiencies to facilities at the SandVenture Aquatic Park. The Project includes construction of watermain, grading, paving, curb and gutter, and other related improvements (hereinafter referred to as the "Project").

B. Parties desire to enter into an Agreement for the mutual benefit of each Party to benefit from improvements to the municipal watermain system constructed by the Project.

C. SPU 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 three hundred seventy-six thousand, seven hundred seventy-eight dollars and no cents ($376,778.00). A copy of said estimate (marked "Exhibit A") is attached hereto and made a part hereof.

D. SPU has requested, and City agrees, to reimburse SPU for half of the actual cost it incurs to construct the Project.

E. It is contemplated that the Project shall be carried out by the parties under the provisions of Minn. Stat. §471.59.

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

1. **Incorporation**
   The recitals set out above are hereby incorporated into this Agreement as if fully restated herein.

2. **Scope of Services**
   a. SPU 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 the SPU Water Policy Manual and City of Shakopee Design Criteria and Standard Details, and will be constructed in City Right-of-Way by permit obtained from the City.
   b. SPU shall advertise for bids for the work and construction of the aforesaid 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 municipalities. The Contract will include the plans and specifications prepared by SPU or its agents, which plans and specifications are by this reference made a part hereof. SPU shall provide a copy of the bid tabulation to the City Engineer for acceptance prior to awarding a contract.

c. SPU shall have overall authority to administer the Contract and inspect the construction of the Contract work for the Project. SPU shall have ultimate authority in initiating and determining change orders, supplemental agreements, and final quantities.

d. SPU shall cooperate with the City Engineer and his staff at their request to the extent necessary to fulfill requirements of a Right-of-Way permit, but the City shall have no other responsibility for the supervision of the Contract work, which is included in the Project.

e. SPU agrees to provide construction inspection for all aspects of the Project, including watermain, casing and related work, roadway construction, and restoration including daily written and photo documentation of construction activities, collection of GPS data, and quantities completed as needed.

f. SPU will resolve any issues or conflicts with the construction contractor so that the installation meets the requirements of the specifications and drawings. SPU will provide City with written documentation of the resolution and all contract issues and conflicts within one (1) week of resolution.

g. SPU shall prepare monthly progress reports to City upon request.

3. **Payment**

a. It is specifically agreed that the estimate(s) mentioned in this agreement is only a preliminary estimate of the cost for the work on the Project and that the unit prices set forth in the Contract and the final quantities as measured by the SPU Engineer shall govern in computing the total final construction cost for apportioning the cost of the Project according to the provisions of this section.

b. Based upon the total final construction costs:
City and SPU shall equally split all costs associated with construction of the Project, including construction costs, plan/specification design services, surveying, construction inspection and associated project administration costs. The final amount of City's share of construction and engineering costs of the Project shall be determined upon completion of the Project and shall be reflected in SPU's final, itemized statement of the Project costs submitted to City.

4. **Effective Date of Contract**

This agreement shall be effective upon approval by the City Council of the City of Shakopee and the Commissioners of the Shakopee Public Utilities Commission and upon execution by all parties to the agreement.

5. **Term of Contract**

This Agreement will terminate upon SPU's project completion and close out, provided that the Ongoing Maintenance section shall survive the agreement termination. Either Party may terminate the agreement upon ninety (90) days' notice to the other Party.

Upon termination, SPU 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 City.

6. **Authorized Agents**
The Parties shall appoint an authorized agent for the purpose of administration of this agreement. City is notified of the authorized agent of SPU as follows:

Greg Drent, or his successor
General Manager
Shakopee Public Utilities Commission
255 Sarazin Street
Shakopee, MN 55379
(952) 233-1511
gdrent@shakopeeutilities.com

SPU is notified the authorized agent for City is as follows:

Alex Jordan, or his successor
City Engineer
City of Shakopee
485 Gorman Street
Shakopee, MN 55379
(952) 233-9361
ajordan@shakopeemn.gov

7. **City, SPU and State Audit**
Pursuant to Minn. Stat. Sec. 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the City and SPU pursuant to this Agreement shall be subject to examination by the City, SPU and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by the City 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 City 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 City or SPU notifies each party in writing that the records no longer need to be kept.

8. **Liability and Indemnity**
   a. 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.

b. 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 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 Minn. Stat. §471.59, Subdivision 1a. as a single governmental unit.

c. 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 Workers' 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.

9. Insurance

Since each party is a political subdivision of the State of Minnesota, each party shall maintain a program of self-insurance or insurance covering 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 coverage shall be kept in effect during the entire term of this Agreement.

10. Data Practices

All records kept by SPU and the City 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 City 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.

11. Controlling Law

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.

12. Changes/Amendments

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

13. Severability

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

14. Entire Agreement

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

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed intending to be bound thereby.

CITY OF SHAKOPEE

By____________________	And____________________
Matt Lehman, Mayor	William H. Reynolds, City Administrator
Date 3/17/2026	Date 3/17/2026

SHAKOPEE PUBLIC UTILITIES COMMISSION

By____________________	And____________________
B.J. Letouneau, Commission President	Greg Drent, General Manager
Date____________________	Date____________________

SHAKOPEE PUBLIC UTILITIES
ADAMS STREET WATER MAIN EXTENSION
ENGINEER'S OPINION OF PROBABLE COST, FINAL
Date: February 11, 2026
Revised:
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ITEM NO.	MNDOT SPEC NO.	ITEM DESCRIPTION	CONTRACT AMOUNT				NOTES
			UNIT	ESTIMATED PROJECT TOTALS	UNIT COST	ESTIMATED TOTAL COST	
1	2021.501	MOBILIZATION	LS	1.00	$ 9,000.00	$ 9,000.00	
2	2104.502	SALVAGE & REINSTALL HYDRANT	EACH	1.00	$ 3,600.00	$ 3,600.00	(4)
3	2104.503	REMOVE WATER MAIN	LF	10.00	$ 15.00	$ 150.00	
4	2104.503	REMOVE CURB AND GUTTER	LF	100.00	$ 10.00	$ 1,000.00	
5	2104.503	SAWING CONCRETE PAVEMENT	LF	25.00	$ 6.00	$ 150.00	
6	2104.503	SAWING BITUMINOUS PAVEMENT	LF	1527.00	$ 3.00	$ 4,581.00	
7	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	2139.00	$ 4.50	$ 9,625.50	
8	2104.508	REMOVE CONCRETE WALK	SF	415.00	$ 1.50	$ 622.50	
9	2104.602	SALVAGE & REINSTALL SIGN	EACH	1.00	$ 450.00	$ 450.00	
10	2105.607	SELECT GRANULAR BORROW (CV)	CY	178.00	$ 32.00	$ 5,696.00	
11	2211.507	AGGREGATE BASE (CV) CLASS 5	TON	235.00	$ 144.00	$ 33,840.00	(2)
12	2211.607	SALVAGE & REINSTALL AGGREGATE BASE (CV) CLASS 5	CY	654.00	$ 30.00	$ 19,620.00	(2)
13	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	334.00	$ 3.00	$ 1,002.00	
14	2360.509	TYPE SP 9.5 NONWEARING COURSE MIX SPWEB330C	TON	461.00	$ 110.00	$ 50,710.00	
15	2360.509	TYPE SP 9.5 WEARING COURSE MIX SPWEA340C	TON	308.00	$ 95.00	$ 29,260.00	
16	2503.608	DUCTILE IRON FITTINGS	LB	1250.00	$ 28.00	$ 35,000.00	(3)
17	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	2.00	$ 3,000.00	$ 6,000.00	(4)
18	2504.602	INSTALL 6" GATE VALVE & BOX	EACH	3.00	$ 3,500.00	$ 10,500.00	
19	2504.602	INSTALL 8" GATE VALVE & BOX	EACH	2.00	$ 6,000.00	$ 12,000.00	
20	2504.603	8" WATER MAIN-DUCT IRON CL 52	LF	815.00	$ 85.00	$ 69,275.00	
21	2504.603	6" WATER MAIN-DUCT IRON CL 52	LF	63.00	$ 75.00	$ 4,725.00	
22	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LF	100.00	$ 50.00	$ 5,000.00	
23	2521.518	4" CONCRETE WALK	SF	420.00	$ 11.00	$ 4,620.00	
24	2521.518	6" CONCRETE WALK	SF	90.00	$ 16.00	$ 1,440.00	
25	2531.618	TRUNCATED DOMES	SF	10.00	$ 60.00	$ 600.00	
26	2563.601	TRAFFIC CONTROL	LS	1.00	$ 3,000.00	$ 3,000.00	
27	2575.501	TURF ESTABLISHMENT	LS	1.00	$ 3,000.00	$ 3,000.00	(10)
28	2573.502	STORM DRAIN INLET PROTECTION	EACH	8.00	$ 150.00	$ 1,200.00	
29	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LF	750.00	$ 2.50	$ 1,875.00	
30	2582.503	4" BROKEN LINE PAINT GROUND IN	LF	750.00	$ 2.50	$ 1,875.00	
					CONSTRUCTION SUBTOTAL	**$329,417.00**	
					0% ENGINEERING	$0.00	
					0% ADMINISTRATION AND LEGAL	$0.00	

SHAKOPEE PUBLIC UTILITIES

ADAMS STREET WATER MAIN EXTENSION

ENGINEER'S OPINION OF PROBABLE COST, FINAL

Date: February 11, 2026

Revised:

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ITEM NO.	MNDOT SPEC NO.	ITEM DESCRIPTION	CONTRACT AMOUNT				NOTES
			UNIT	ESTIMATED PROJECT TOTALS	UNIT COST	ESTIMATED TOTAL COST	
					5% CONTINGENCY	$16,470.85	
					0% OTHER	$0.00	
					ESTIMATED TOTAL CONSTRUCTION COST	**$345,887.85**	

Engineering Design Services (SEH Inc.)	$31,160.00
Total Estimated Project Cost	$376,778.00

SEH

Building a Better World for All of Us®

March 26, 2026

RE: Adams Street Watermain Extension
Improvement Project No. 2026-W01
SEH No. SHPUC 187871

Shakopee Public Utilities
225 Sarazin St
PO Box 470
Shakopee, MN 55379

Bids on the referenced project were publicly opened via Microsoft Teams on March 26, 2026 at 10:00 AM. The bids received are summarized with the Engineer's estimate as follows:

Contractor	Total Bid
Northwest Asphalt, Inc.	$262,621.37
Krueger Excavating Inc.	$271,399.00
Ryan Contracting Co.	$275,840.75
McNamara Contracting	$290,589.60
Meyer Contracting Inc.	$293,307.00
S.M. Hentges & Sons, Inc.	$293,777.00
Burschville Construction Inc	$298,161.50
Bituminous Roadways Inc.	$311,661.84
Precision Utilities	$329,938.69
Widmer Construction LLC	$415,402.50
Engineer's Estimate	**$329,417.00**

SEH has reviewed the bids and recommends that the City award a contract to Northwest Asphalt, Inc. for their low bid amount of $262,621.37.

Included with this letter are the following:

- Comprehensive Bid Tabulation (4 pages)
- Low Bidder Bid Documents Package (25 pages)

If you require further information or have any questions, please do not hesitate to call me at 612.255.4040 or email bhare@sehinc.com.

Sincerely,

Brian Hare, PE (MN)
Civil Engineer, Project Manager