



REGULAR COMMISSION MEETING

OCTOBER 5, 2026

SPU SERVICE CENTER, 255 SARAZIN ST, SHAKOPEE

1. CALL TO ORDER – 5:00 PM

2. ROLL CALL

3. APPROVAL OF OCTOBER 5, 2026 AGENDA

STAFF RECOMMENDATION: MOTION TO APPROVE THE AGENDA

4. COMMUNICATIONS

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 September 8, 2026 Minutes (GD)

6.b October 5, 2026 Warrant List (KW)

6.c Monthly Water Dashboard for August (RH)

6.d Quarterly Nitrate Report – Advisory (RH)

6.e August 2026 Financials Reports (KW)

6.f MMPA September 2026 Meeting Update (GD)

STAFF RECOMMENDATION: 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 Customer Utility Bill Appeal (KW)

STAFF REQUEST: REVIEW THE INFORMATION PRESENTED, CONSIDER THE CUSTOMER'S APPEAL, AND DETERMINE WHETHER TO UPHOLD STAFF'S DENIAL OF THE REQUESTED ADJUSTMENT OR AUTHORIZE AN ADJUSTMENT TO THE CUSTOMER'S FINAL WATER BILL

9.b Wellhead Protection Plan Public Information Presentation (RH)

9.c Res #2026-18; A Resolution Approving Contract of Sale; All Documents Necessary to Carry out Contract of Sale; and Completion of Closing Under Contract of Sale (RH)

STAFF RECOMMENDATION: MOTION TO ADOPT RESOLUTION 2026-18; A RESOLUTION APPROVING CONTRACT OF SALE; ALL DOCUMENTS NECESSARY TO CARRY OUT CONTRACT OF SALE; AND COMPLETION OF CLOSING UNDER CONTRACT OF SALE

9.d Accept Bids and Award Contract for Tank 4 Rehabilitation (RH)

STAFF RECOMMENDATION: MOTION TO ACCEPT ALL BIDS AND MOTION TO AWARD THE ELEVATED STORAGE TANK 4 REHABILITATION PROJECT TO TANKSCO, INC. IN THE AMOUNT OF \$565,500 AND AUTHORIZING A PROJECT BUDGET IN THE AMOUNT OF \$760,000

9.e. Approval of Water Tower Design for Tower #9 (SW)

STAFF REQUEST: MOTION TO SELECT ONE OF TWO OPTIONS SO THE CONSTRUCTION OF TANK #9 CAN PROCEED ON SCHEDULE

10. STAFF REPORTS – VERBAL

10.a Electric Engineering & Operations Report (BC)

10.b Water Engineering & Operations Report (RH)

11. GENERAL MANAGER REPORT – VERBAL (GD)

12. ITEMS FOR FUTURE AGENDAS

13. TENTATIVE DATES FOR UPCOMING MEETINGS

- October 19, 2026 Workshop
- November 2, 2026
- December 7, 2026

14. ADJOURNMENT



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MINUTES OF THE
SHAKOPEE PUBLIC UTILITIES COMMISSION
September 8, 2026
Regular Meeting

1. Call to Order. President Letourneau called the September 8, 2026 meeting of the Shakopee Public Utilities Commission to order at 5:00 P.M. President Letourneau, Vice President Mocol, Commissioner DuLaney, Commissioner Krieg, and Commissioner Ranua were present.
2. Agenda Approval. Vice President Mocol moved to approve the agenda, seconded by Commissioner Ranua. Ayes: Letourneau, Mocol, DuLaney, Krieg, and Ranua. Nays: None.
3. Public Comment Period. Andrea Lynn spoke on behalf of her mother. She noted an appeal from the Commission's recent exemption from the manual meter reading fees. There are on-going concerns about changing the existing meters.
4. Consent Agenda. Commissioner DuLaney moved to approve the Consent Agenda as presented, seconded by Commissioner Krieg:
 - (6a) August 3, 2026 Minutes;
 - (6b) September 8, 2026 Warrant List;
 - (6c) Monthly Water Dashboard for July 2026;
 - (6d) July 2026 Financials Report;
 - (6e) Succession Plan Review & Updates;
 - (6f) 2027 Budget Timeline;
 - (6g) Res #2026-16 Resolution Approving of the Estimated Cost of Pipe Oversizing on the Watermain Project: Highview 6th;
 - (6h) Res #2026-17 Resolution Setting the Amount of the Trunk Water Charge, Approving of its Collection and Authorizing Water Services to Certain Property described as: Highview 6th; and
 - (6i) Amended Easement Agreement with Reliakor Services Inc.

Ayes: Letourneau, Mocol, DuLaney, Krieg, and Ranua. Nays: None.
5. Liaison Report. Commissioner DuLaney attended the MMUA Summer Conference and especially liked the keynote speaker. He extended congratulations to two award winners related to SPU: Gabe Reiter and SPU's Attorney.
6. Customer Appeal of Manual Meter Reading Fee Exemption. Sharon Walsh, Director of Marketing/Key Accounts, explained the Gavins' appeal from the exemption that the Commission approved on August 3, 2026. Jeanne Gavin spoke on behalf of herself and her husband, David. She referred to her August 13, 2026 letter and expressed concerns with SPU's decision-making process, the AMI system, and the use of non-radiofrequency meters as capable of receiving additional modules and using switch mode power supply. Commissioner DuLaney asked about concerns with the non-radiofrequency meters and the potential use of a replacement analog meter. Ms. Gavin acknowledged that an analog meter without additional meter reading charges

would take care of the matter. The Commission discussed testing the existing meters, potentially moving forward with the non-radiofrequency meters to address the declining performance over time, and the potential use of new analog meters. Greg Drent, General Manager, clarified that SPU does not have analog meters currently and would need to order them. Commissioner DuLaney moved to schedule a date for the changeout of both electric and water meters with analog meters under the remaining terms of the exemption, and subject to disconnection if the customer denies SPU access for this replacement, without financial penalties and timing stated in the Right to Access SPU-Owned Equipment Penalty Policy due to the extended nature of this disagreement. Commissioner Krieg seconded the motion. Ayes: Letourneau, DuLaney, and Ranua. Nays: Vice President Mocol, Commissioner Krieg. The motion passed 3-2. Mr. Drent noted that SPU will offer this approach to the second customer requesting an appeal on this issue.

7. HDR Engineering Amendment No.02 Dean Lake 13.8 Underground Distribution. Brad Carlson, Director of Electric Engineering and Operations, explained that SPU has requested additional professional services for this project. Vice President Mocol moved to approve HDR's proposal to perform the tasks described in Amendment No. 2 on a time-and-materials basis for \$394,890, not to exceed a contract total of \$2,219,843 without prior authorization. Commissioner Krieg seconded the motion. Ayes: Letourneau, Mocol, DuLaney, Krieg, and Ranua. Nays: None.

8. Dean Lake Distribution Improvements Phase 1 Bid Award. Mr. Carlson reported that on August 27, SPU opened five responses to the Dean Lake Distribution Improvements Phase 1 RFP. He explained that, as noted in the bid tabulation by HDR Engineering, the lowest responsible bidder was JL Theis, Inc. from Jordan. Vice President Mocol moved to award the contract to construct the duct bank to JL Theis, Inc. for \$3,665,056.35. Commission DuLaney seconded the motion. Ayes: Letourneau, Mocol, DuLaney, Krieg, and Ranua. Nays: None.

9. SPU AI/LLM Usage Policy. Philip Dubbe, Director of IT, presented the updated AI/LLM Policy. Commissioner DuLaney moved to approve the updated SPU AI/LLM Usage Policy. Commission Krieg seconded the motion. Ayes: Letourneau, Mocol, DuLaney, Krieg, and Ranua. Nays: None.

10. Large Industrial Electric Services Agreement. Mr. Drent explained that in evaluating this request for additional load, SPU worked with its power supplier to assess capacity availability, ordered a 47 MVA transformer, and completed a system impact study. He noted that the customer is responsible for all up-front infrastructure costs and the redundancy will benefit the area. Mr. Drent also explained that as additional protection for other ratepayers, MMPA will purchase power directly from the market for this customer, and water is limited to domestic use and may not be used for on-going cooling purposes. Mr. Drent also clarified that SPU has additional capacity for small or historic expansion of its current load, but no further locations for significant new load for quite a few years. Commissioner DuLaney asked what revenues would flow to the City; Mr. Drent estimated \$300,000 through the payment in-lieu of taxes transfer, as well as additional increases to the tax base. Vice President Mocol moved to approve the Large Industrial Electric Service Agreement as presented. Commissioner Krieg seconded the motion. Ayes: Letourneau, Mocol, DuLaney, Krieg, and Ranua. Nays: None.

11. Electric Engineering & Operations Report. Mr. Carlson reported that crews continue to work on lots of tree trimming, maintenance upgrades, and new services. He provided an update

on the roundabout at Southbridge and the relocation of circuit 98 out of Dean Lake Substation. He noted that SPU is monitoring harmful harmonics by the hospital. Mr. Carlson reported seven outages since the last Commission meeting, with two caused by contractor hits and four were animal related.

12. Water Engineering & Operations Report. Ryan Halverson, Director of Water Engineering & Operations, reported that staff continue inspection for bacteria sampling at new residential developments, as well as flushing, private hydrant inspection, and locating. SPU is seeking quotes to replace four galvanized steel services. SPU installed check valves in Wells 13 and 21 and replaced items in Well 5 due to the Xcel outage. Mr. Halverson noted that SPU is considering a new vendor for back flow prevention testing records that would be more user-friendly. He reported that in August, SPU pumped an average of 10,136,000 gallons per day, with a maximum daily production of 12,216,000 gallons. He explained that in monitoring water levels in the aquifers, the levels remain consistent with other years that experienced similar dry conditions. He also reported that SPU employed two new water operators.

13. General Manager Report. Mr. Drent noted that the budgeting process is underway and asked for two Commissioner volunteers to participate in an informal working group. President Letourneau and Vice President Mocol volunteered. Mr. Drent attended the MMUA Summer Conference and congratulated Gabe Reiter, Accounting Supervisor, for the Rising Star award. He noted on-going discussions with City staff as to the gravel pit development and raw water lines. Mr. Drent explained that SPU is researching options for renewal of health insurance as well as Minnesota paid family leave benefits. He noted that SPU received some customer comments as to higher bills and ran reports that showed an increase of approximately \$3.49 per month using the same electric usage from last year. Mr. Drent explained that usage during the hot summer months typically increases an average of 300 kWh, which affects electric bills.

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

Greg Drent, Commission Secretary

Proposed As Consent Item

SHAKOPEE PUBLIC UTILITIES COMMISSION

WARRANT LISTING

October 5, 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 09/04/2026

CREDIT REFUNDS	\$8,002.31 CREDIT REFUNDS
AAR BUILDING SERVICE CO.	\$4,602.69 CLEANING SPU BLDG - SEPTEMBER
ALTEC INDUSTRIES INC	\$264.46 CONDUX PULLING HARNESS
ANNETTE STANEK	\$7,590.00 SPU 2025 RATE BROCHURE
APPLE FORD OF SHAKOPEE	\$110.15 OIL CHANGE TRK#619(W)
BEST BUY BUSINESS ADVANTAGE ACCOUNT	\$406.00 APC-BACK-UPS PRO 1500VA(W)
BORDER STATES ELECTRIC SUPPLY	\$17,173.36 ARRESTER RISER POLE TYPE
CITY OF SHAKOPEE	\$9,382.54 JULY FUEL BILL
CLEANFREAK SHAKOPEE LLC	\$6,367.95 WO3148 GOOD DAY EXP CARWASH UG EL REFUND
CORE & MAIN LP	\$3,651.98 4x3 RED FLG DI/STL IMP COMP FLANGE(W)
DAHLEN SIGN COMPANY	\$556.50 TRUCK DECALS(E)
DS/LSI	\$724.90 SEPT GARBAGE SERVICE
DAVID DUVICK	\$75.00 REBATE - REFRIGERATOR
ECM PUBLISHERS, INC	\$976.25 DEAN LAKE DISTRIBUTION IMPROVE BID
FERGUSON US HOLDINGS, INC.	\$236.00 LINE TRCR REPAIR(W)
FLYTE HCM LLC	\$10.00 COBRA-AUGUST
GOPHER STATE ONE-CALL	\$1,325.70 AUGUST TICKETS
GRAINGER INC	\$98.74 US FLAG 5X8 FT NYLON(E)
HAWKINS INC	\$13,101.15 DEMURRAGE
HAWKINS TREE & LANDSCAPING INC.	\$280,000.00 BUSINESS RELOCATION CLAIM WO2634
HENNEN'S AUTO SERVICE INC.	\$85.56 OIL CHANGE ENG TRK#637
INTERSTATE POWER SYSTEMS	\$1,451.37 GENERATOR INSPECTION(E)
IRBY - STUART C IRBY CO	\$7,694.68 2978-BGCUT UTILITY CRIMPER/GROUND ROD
JT SERVICES	\$3,943.33 RED MARKING PAINT(E)
EMMETT LUETMER	\$500.00 REIMBURSE PRESCRIPTION SAFETY GLASSES
ALLISON MAC TAGGART	\$20.00 REBATE - LEAFBLOWER
MAGUIRE IRON INC.	\$227,769.15 WO#2683 TANK 9 PYMT#7
MINN VALLEY TESTING LABS INC	\$554.50 WATER TESTING - NITRATE+NITRITE
WARREN MOSER	\$150.00 REBATE - DISHWASHER
NAPA AUTO PARTS	\$13.38 AIR FILTER TRK#642(E)
NCPERS GROUP LIFE INS.	\$160.00 SEPT. PREMIUMS
ONETENTEN HOMES LLC	\$5,693.00 REFUND 2024 WCC PMT - PROJ CANCELLED
PRAIRIE POINTE HOUSING LIMITED	\$13,684.00 REBATE-ENERGY EFFIC LIGHTING/APPLIANCES
CLINT PULK	\$500.00 REBATE - CENTAC
PUMP & METER SERVICE, INC.	\$1,031.41 HYDRANT MTR #464624 RET'D REFUND DUE
RESCO	\$4,221.40 ELBOW SURGE ARRESTER 15KV/LUG 4/0 COMPRE
SCOTT COUNTY RECORDERS	\$46.00 UG ELECT EASEMENT RECORDING WO3188
PHILIP SELENAK	\$20.00 REBATE - LEAFBLOWER
ST. FRANCIS REGIONAL MEDICAL CENTER	\$11,962.00 REBATE - INTERIOR LIGHTING
ST. FRANCIS REGIONAL MEDICAL CENTER	\$18,676.00 REBATE - VFD CONTROLS/ENERGY STAR APPLI
STEINER CONSTRUCTION SERVICES INC	\$19.60 WO3065 GOOD DAY EXP CARWASH WM PR & I
ULINE, INC.	\$129.68 HONEYWELL SALINE REFILL BOTTLE(W)
NATALIE VELANDER	\$95.00 REBATE - PUSHMOWER
VIVID IMAGE, INC.	\$650.00 ESSENTIAL+PLAN 9/1-9/30 2026
CORY VONBANK	\$300.00 2026 SAFETY BOOT REIMBURSEMENT
CY WALKER	\$500.00 REBATE - CENTAC
WESCO RECEIVABLES CORP.	\$205.20 WIRE TIE NEUTRAL SPOOL 1/0
ESTATE OF SCOTT CONRADY	\$183.58 INACTIVE REFUND
D R HORTON INC	\$875.00 INACTIVE REFUND - REISSUE UCP
D R HORTON INC	\$1,600.51 INACTIVE REFUND - REISSUE UCP
D R HORTON INC	\$861.16 INACTIVE REFUND - REISSUE UCP
D R HORTON INC	\$2,086.95 INACTIVE REFUND - REISSUE UCP
CENTERPOINT ENERGY - ACH	\$27.20 7/8/26-8/6/26 @ 10TH AVE #5230193-4
CENTERPOINT ENERGY - ACH	\$389.07 7/8/26-8/6/26 @ 255 SARAZIN #5258454-7
HEALTH EQUITY INC.	\$960.00 DCRA DAYCARE FLEX CLAIM REIMB R.H. 9.1
HEALTH EQUITY INC.	\$1,485.31 HCRA MEDICAL CLAIM REIMB C.S./J.A.
PAYROLL DIRECT DEPOSIT 09.04.26	\$148,890.95
BENEFITS & TAXES FOR 09.04.26	\$141,624.85

Total Week of 09/04/2026

\$953,715.52

WEEK OF 09/11/2026

ELLIOTT ANDERSON
ANNETTE STANEK
B & B TRANSFORMER INC
BARNA GUZY & STEFFEN LTD
DANIEL BARNETT
MIKE BARTELS
BIRD'S LAWN CARE LLC
BORDER STATES ELECTRIC SUPPLY
RICHARD BREEGGERMANN
CDW GOVERNMENT LLC
CEMSTONE PRODUCTS CO.
CITY OF SHAKOPEE
CITY OF SHAKOPEE
CONCRETE CUTTING & CORING INC
MIKE ENRIGHT
FRONTIER ENERGY, INC.
GRAYBAR ELECTRIC COMPANY INC
DUSTIN HARKIN
HENNEN'S AUTO SERVICE INC.
MARSHALL HENNEN
BLYTHE HOFFMAN
HREXPRTISEBP LLC
INNOVATIVE OFFICE SOLUTIONS
INT'L UNION OF OPER ENGINEERS LOCAL 49
INTERSTATE POWER SYSTEMS
IRBY - STUART C IRBY CO
KEYS WELL DRILLING COMPANY, INC
KLM ENGINEERING INC
IRENE KOEPP
JASON KRENTZ
LEAGUE OF MINN CITIES INS TRUST
LOFFLER COMPANIES - 131511
DIANE LORAM
ALLISON MAC TAGGART
MINN VALLEY TESTING LABS INC
MMUA
MN OCCUPATIONAL HEALTH - LOCKBOX 135054
NAGEL COMPANIES LLC
NISC
NORTHERN STATES
NORTHERN STATES
PLUNKETT'S PEST CONT, INC.
RESCO
MIRIAM ROBLES
RW BECK GROUP, INC, LEIDOS ENG. LL
RODNEY SCHOENFELDER
DAVID SPANDE
SPENCER FANE LLP
SRF CONSULTING GROUP, INC.
STAR ENERGY SERVICES
STELLA-JONES CORPORATION
UPS STORE # 4009
USABUEBOOK
VERIZON
VY VIV
WESCO RECEIVABLES CORP.
AMERICAN NATL BANK_MASTERCARD_ACH
FIRST DATA CORPORATION
HEALTH EQUITY INC.
MMPA C/O AVANT ENERGY
MN DEPT OF REVENUE ACH PAYMENTS
VERIZON WIRELESS SERVICES LLC
HEALTH EQUITY INC.
DELTA DENTAL PLAN OF MN
MINNESOTA LIFE
HEALTHPARTNERS
PRINCIPAL LIFE INS. COMPANY
PRINCIPAL LIFE INS. COMPANY

\$500.00 REBATE - CENTAC
\$345.00 SPU 2027 COLD WEATHER RULE BROCHURE
\$42,350.00 25 KVA 1PH PAD TRANSFORMER 120/240
\$4,200.00 WO#2844 E SUB PROP 77283-001 AUG
\$50.00 REBATE - CLOTHESWASHER
\$285.45 BOOT ALLOWANCE
\$9,532.24 JULY/AUG LAWN CARE E&W
\$7,205.37 INSULATOR NEUTRAL
\$500.00 REBATE - CENTAC
\$11,313.87 2026 MICROSOFT OFFICE 365 CORRECTION
\$503.00 WO3078 CEMENT @ 1200 70TH ST
\$651,886.67 SW \$528,284.37 - SD \$123,602.30 -AUGUST
\$370,432.00 PILOT TRANSFER FEE: AUG 2026
\$118.55 REPAIR SAFETY TRIGGER
\$349.48 PER DIEM MARSHALL MN OH SCHOOL/REIM FUEL
\$8,280.95 SHAKO C&I IMPLEMENTATION AUG
\$5,009.16 ENCORE 12/2 G UF-B 1000FT REEL
\$500.00 REBATE - CENTAC
\$28.82 REPAIR TIRE ON TRAILER(E)
\$25.00 REBATE - TRIMMER
\$175.00 REBATE - CLOTHESWASHER
\$2,100.00 HR CONSULTING - AUGUST
\$977.12 OFFICE SUPPLIES
\$1,388.56 7/25 - 8/21/26 ASSESSMENT WORKING DUES
\$1,013.00 GENERATOR REPAIR
\$640.00 CONNECTOR #1/0
\$10,200.00 WELL 5 MOTOR REPLACEMENT
\$900.00 2.5 MG GROUND RESERVOIR TANK 6
\$150.00 REBATE - DISHWASHER
\$20.00 REBATE - LEAFBLOWER
\$173,554.00 7/31/26-7/31/27 PROP/CASUALTY COV PREM
\$204.51 CONTRACT CHG 2026 MAINT AGREE AUG
\$50.00 REBATE - PUSHMOWER
\$75.00 REBATE - REFRIGERATOR
\$460.50 WATER TESTING COLIFORM
\$4,570.00 DEV UTILITY LEADERSHIP M SKELLY
\$304.00 DRUG TESTING
\$31,705.00 VALLEY IND CIR BORE WORK WO3177
\$35,785.68 AUG PRINT SERVICES
\$665.92 ACCT#51-5636204-8 VALLEY PRK 7/23-8/23
\$33.80 ACCT#51-001264573-3 AMBERGLEN 7/26-8/24
\$45.52 RODENT CONTROL SHAKO HOUSES
\$5,469.20 LUG 1000 MCM COMPRESSION
\$500.00 REBATE - CENTAC
\$22,998.25 WO3164 PIKE LK SUB PHS 2 DESIGN-AUG
\$80.00 REBATE - FRIDGE FREEZER REMOVAL
\$163.45 REBATE - IRRIGATION CONTROLLER
\$19,724.50 AUGUST LEGAL FEES
\$1,632.08 WO2634 SVCS HAWKINSON PROPERTY-AUG
\$1,155.00 SHAKOPEEPU26093 GIS SVCS 2026 AUGUST
\$18,852.67 UTILITY POLES
\$19.58 SHIPMENT/CRIMPER TOOL(E)
\$903.72 HACH PH BUFFER PACKS/TEMP TESTER
\$742.82 AUGUST TRUCK TRACKING
\$105.00 REFUND OF BACKFLOW TEST FEE
\$6,982.53 WIRE #4 STRANDED INSULATED JUMPER
\$16,623.13 AUGUST CC STMT
\$20,488.40 AUGUST CC FEES
\$323.46 DCRA DAYCARE FLEX CLAIM REIMB RH/RL
\$5,002,900.70 AUGUST POWER BILL
\$545,065.00 AUGUST SALES & USE TAX PAYABLE
\$2,538.60 AUGUST CELL PHONE BILL
\$217.00 AUG. ADM. FEES
\$5,714.79 AUG. DELTA DENTAL PREMIUMS
\$1,332.58 AUG. PREMIUMS FOR MN LIFE
\$73,693.44 SEPT. PREMIUMS FOR HEALTHPARTNERS
\$3,359.60 LTD AND STD FOR AUG.
\$3,789.28 AUG. CHARGE MONTH OUT OF BANK 9.26.26

Total Week of 09/11/2026**\$7,133,807.95**

WEEK OF 09/18/2026

4 PHASE POWER LLC

AMARIL UNIFORM COMPANY

APPLE FORD OF SHAKOPEE

ARAMARK REFRESHMENT SERVICES INC

REETA BADHWA

BORDER STATES ELECTRIC SUPPLY

CHOICE ELECTRIC INC

CITY OF SHAKOPEE

COMCAST CABLE COMM INC.

CONCRETE CUTTING & CORING INC

ECM PUBLISHERS, INC

GRAINGER INC

INNOVATIVE OFFICE SOLUTIONS

INTERSTATE POWER SYSTEMS

NEVIL KABRAWALA

KLM ENGINEERING INC

LEAGUE OF MINN CITIES INS TRUST

WALLY LUSIAN

MINN DEPT OF COMMERCE

MINN VALLEY TESTING LABS INC

MINNESOTA SECURITY CONSORTIUM

MN DEPT. OF LABOR & INDUSTRY

JULIE MORAN

NAPA AUTO PARTS

NORTHERN STATES POWER CO

OFFICE OF MNIT SERVICES

PLUNKETT'S PEST CONT, INC.

RADIAN RESEARCH INC.

RW BECK GROUP, INC, LEIDOS ENG, LL

SCOTT COUNTY TREASURER

SHAKOPEE CHAMBER OF COMMERCE

THEODORE SHILLINGSTAD

USABUEBOOK

WESCO RECEIVABLES CORP.

KELLEY WILLEMSSEN

WINSTON COMPANY

NICK ZENK

VERIZON WIRELESS SERVICES LLC

PAYROLL DIRECT DEPOSIT 09.18.26

BENEFITS & TAXES FOR 09.18.26

\$1,450.00 S SUB STATION RELAY SWAPS

\$174.66 SPU CLOTHING ORDER C. VONBANK

\$220.30 OIL CHANGE TRK#651(W)

\$339.92 COFFEE

\$50.00 REBATE - DISHWASHER

\$21,449.40 1000 MCM 600A ELBOW w/ 200A TAP

\$579.56 REPAIR FEED TO WELL HEAD

\$75,600.00 WO3134 TREE REMOVAL PHASE 1 DEAN LK DATA

\$2.27 CABLE FOR BREAKROOMS

\$494.06 CHAIN LOOP/12"16" BAR(E)

\$102.00 AD#1554088 BID FOR GROUP HEALTH BENEFITS

\$1,344.89 EAR PLUGS

\$32.61 OFFICE SUPPLIES

\$3,289.00 GENERATOR REPAIR @ P.H.#9

\$75.00 REBATE - REFRIGERATOR

\$21,844.50 CONTRACT FOR TANK 9 - WO#2683

\$500.00 DEDUCTIBLE-CLAIM#00533696 J.S.

\$70.00 REBATE - LEAFBLOWER

\$10,576.70 2ND QTR FISCAL YR 2027 INDIRECT ASSESS

\$876.75 WATER TESTING

\$3,000.00 VCISO SVCS Q3 (JUL, AUG, SEPT) 2026

\$210.00 PRESSURE VESSELS(E&W)

\$500.00 REBATE - CENTAC

\$24.49 AIR FILTER(E)

\$3,402.27 AUGUST POWER BILL

\$776.90 MONTHLY(WAN)SERVICE-AUGUST

\$1,263.08 RODENT CONTROL RENEWAL 9/26-8/27

\$1,243.00 RECALIBRATE WECO METER TEST BENCH

\$24,093.73 WO2844 E SHAKO SUB DESIGN-AUGUST

\$2,100.00 MONTHLY FIBER CHRG - SEPT

\$2,000.00 1/3 RENEWAL EXECUTIVE LEVEL MEMBERSHIP

\$95.00 REBATE - LEAFBLOWER

\$483.36 HR SAMPLE CELLS

\$3,625.10 ETCO EL-237 E LOC COUPLING 2

\$400.00 REIMB 2026 MNGFOA ANNUAL CONF.

\$1,072.84 ELECTRICAL TAPE

\$500.00 REBATE - CENTAC

\$1,080.74 MONTHLYPEPWAVE POTSOLVE 8/6-9/5 2026

\$151,471.22

\$143,461.49

Total Week of 09/18/2026**\$479,874.84**

WEEK OF 09/25/2026

ALTEC INDUSTRIES INC
AMARIL UNIFORM COMPANY
APPLE FORD OF SHAKOPEE
B & B TRANSFORMER INC
JAMIE BOGGS
BORDER STATES ELECTRIC SUPPLY
LYNN BREY
BRADLEY CARLSON
CENTRAL TRAILER SALES INC
CITY OF SHAKOPEE
CUSTOMER CONTACT SERVICES
GREG DRENT
CHRISTOPHER EVASCO
JACKLYN GERLOFF
GRAINGER INC
GRAYBAR ELECTRIC COMPANY INC
ANTHONY GREGG
MATTHEW GRIEBEL
DAVID HAGEN
RYAN HALVERSON
HAWKINS INC
HDR ENGINEERING INC
IDEAL SERVICE INC.
INTERSTATE POWER SYSTEMS
IRBY - STUART C IRBY CO
JT SERVICES
MARY LENZMEIER
LLOYD'S CONSTRUCTION SERVICES
LOCATORS & SUPPLIES INC
ALLISON MAC TAGGART
MINN VALLEY TESTING LABS INC
TONY MYERS
NAGEL COMPANIES LLC
NAPA AUTO PARTS
NCPERS GROUP LIFE INS.
DENISE NELSON
CASSANDRA NGUYEN
MARION O'BRIEN
LOGAN OLSON
DONALD OVERBEY
EVAN PASTOR
RESCO
BROOKE REYNOLDS
DANIEL REZAC
DYLAN RICHARDS
CODY SCHUETT
BRANDON SCHWARTZ
KEVIN VOEGELE
DANIEL WALKER
WESCO RECEIVABLES CORP.
Total Week of 09/25/2026

\$8,488.65 PARTS FOR BUCKET TRUCK #614
\$124.85 SAMPLE PANTS M BARTELS
\$2,781.21 W TRUCK #651 REPAIR
\$14,840.00 RVAC 9 SWITCHGEAR REPAIR
\$500.00 REBATE - CENTAC
\$46,285.52 WIRE 1/0 ALUM RAVEN, 8FT CROSSARM PUP
\$500.00 REBATE - CENTAC
\$170.00 TRAVEL REIMBURSEMENT MMUA SUMMER CONF
\$19,883.18 CELLTECH ENCLOSED TRAILER 7X16'
\$9,930.56 AUGUST 2026 FUEL BILL
\$424.16 ANSWERING SERVICE 9/15-10/12 2026
\$345.00 PER DIEM APPA CONF SAN ANTONIO TX
\$105.00 REBATE - FRIDGE FREEZER REMOVAL
\$573.08 TRAVEL REIMBURSEMENT 2026 AWWA DULUTH
\$723.39 WASP/HORNET KILLER
\$13,450.96 PIPE 6" PVC SCH40 10'
\$175.00 REBATE - CLOTHES WASHER
\$102.00 TRAVEL REIMBURSEMENT MARSHALL MN
\$573.08 TRAVEL REIMBURSEMENT FOR AWWA DULUTH
\$571.56 TRAVEL REIMBURSEMENT 2026 AWWA DULUTH
\$2,753.16 CHEMICALS
\$115,933.25 PHASE I FOR DEAN LAKE SUB UPGRADES WO3134
\$1,900.00 WELL#13 ADJUSTED ACCEL/DECEL TIMES
\$442.00 PORTABLE GENERATOR REPAIR 2118 KELLY CIR
\$14,704.31 2978-BGCUT UTILITY CRIMPER
\$686.66 RED MARKING PAINT(E)
\$75.00 REBATE - REFRIGERATOR
\$798.75 DEMO & CONSTR RENTAL PD 9.2.26-9.9.26
\$202.85 ORANGE MARKING PAINT/FLAGS/WIRE
\$50.00 REBATE - CLOTHESWASHER
\$508.50 WATER TESTING
\$573.08 TRAVEL REIMBURSEMENT 2026 AWWA DULUTH
\$1,632.00 WO#3173 ARBOR BLUFF-BORING
\$498.98 NARROW SECTION MOLDED NOTCH QTY 4
\$160.00 OCTOBER PREMIUMS
\$25.00 REBATE - CHAINSAW
\$50.00 REBATE - CLOTHESWASHER
\$25.00 REBATE - CHAINSAW
\$238.00 TRAVEL REIMBURSEMENT MARSHALL MN
\$189.99 BOOT ALLOWANCE
\$126.10 REBATE - IRRIGATION CONTROLLER
\$25,178.58 PARALLEL GROOVE CLAMP 1/0-#8/WIRE 336.4 AAC
\$45.00 REBATE - TRIMMER
\$145.00 REBATE - CLOTHESWASHER
\$238.00 TRAVEL REIMBURSEMENT MARSHALL MN RODEO
\$306.00 TRAVEL REIMBURSEMENT MARSHALL MN
\$301.00 TRAVEL REIMBURSEMENT 2026 AWWA DULUTH
\$500.00 REBATE - CENTAC
\$500.00 REBATE - CENTAC
\$3,282.59 SATURATED WIPES

\$292,616.00**Grand Total****\$8,860,014.31**

Kelly Willemssen

Presented for approval by: Director of Finance & Administration

Approved by General Manager

Approved by Commission President

Monthly Water Dashboard

Proposed As Consent Item

As of: August 2026

Shakopee Public Utilities Commission

ALL VALUES IN MILLIONS OF GALLONS

Element/Measure

Water Pumped/Metered

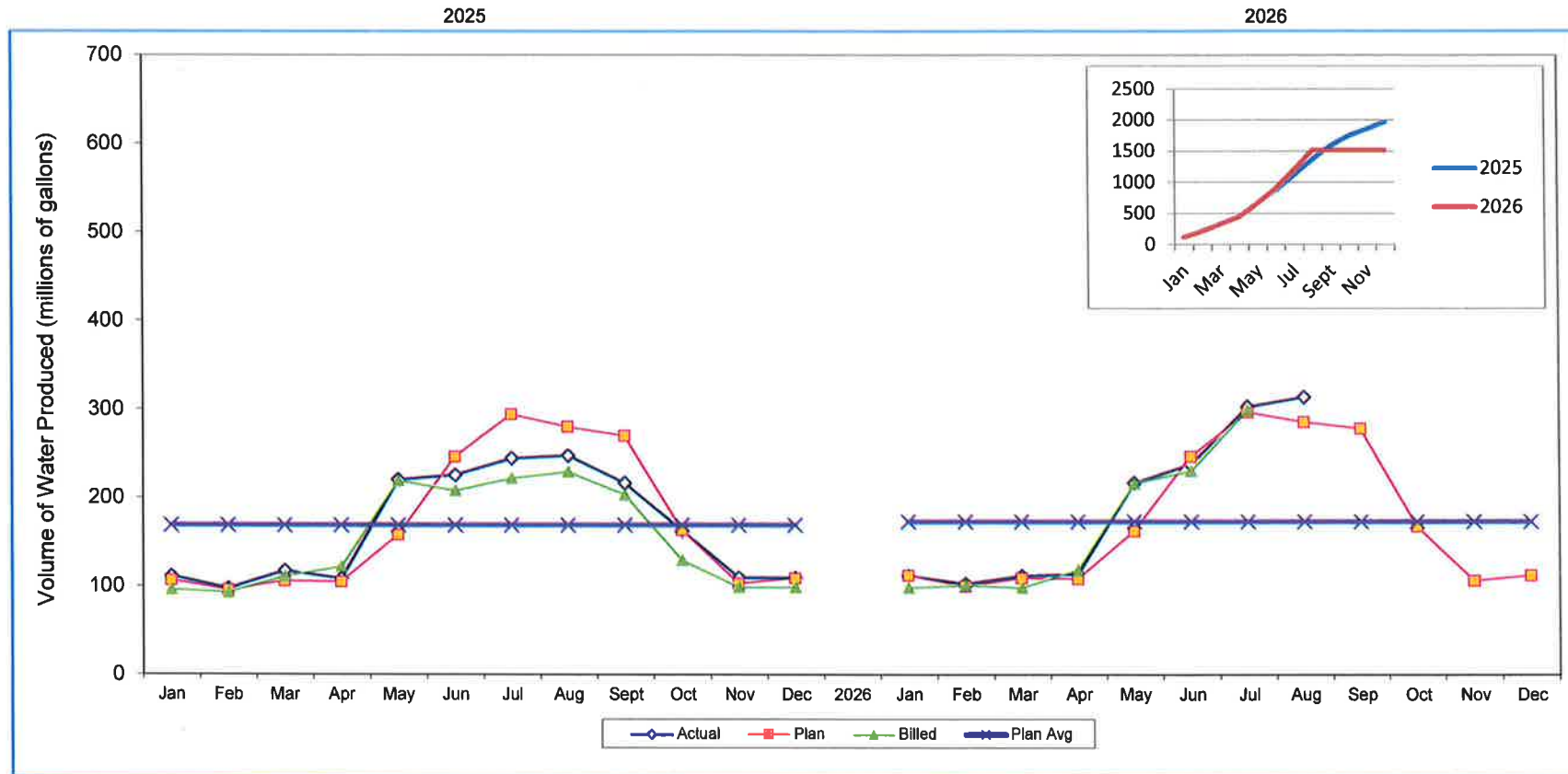
Monthly Avg

2024 161

2025 165

2026 189

Last 6 months actuals 112 114 217 238 303 314



	2025													2026											
Actual	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Plan	112	98	118	109	221	226	245	248	217	163	110	110		112	103	112	114	217	238	303	314				
YTD % *	107	96	106	105	158	246	294	280	270	163	103	109		112	100	109	108	162	246	296	285	278	167	106	112
Billed	97	94	112	123	220	209	223	230	204	130	100	100		99	102	99	119	217	231	300					

* Actual gallons pumped vs. Plan



Proposed As Consent Item 6d

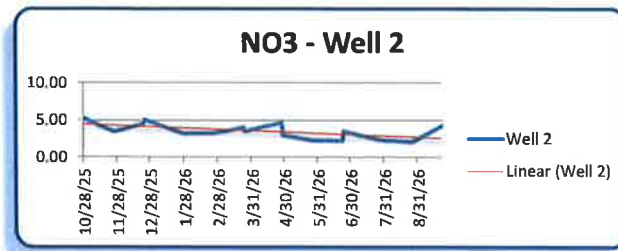
PO Box 470 • 255 Sarazin Street
Shakopee, Minnesota 55379
Main 952.445-1988 • Fax 952.445-7767
www.shakopeeutilities.com

**SHAKOPEE PUBLIC UTILITIES
MEMORANDUM**

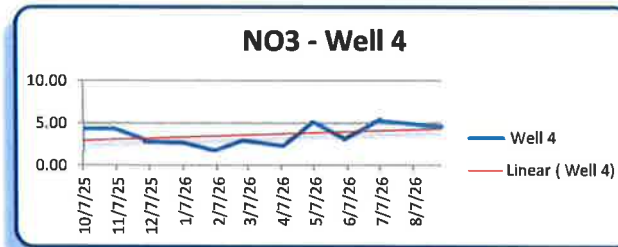
TO: Greg Drent, General Manager *gd*
FROM: Ryan Halverson P.E., Director of Water Engineering and Operations *RH*
SUBJECT: Nitrate Results - Advisory
DATE: October 5, 2026

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.

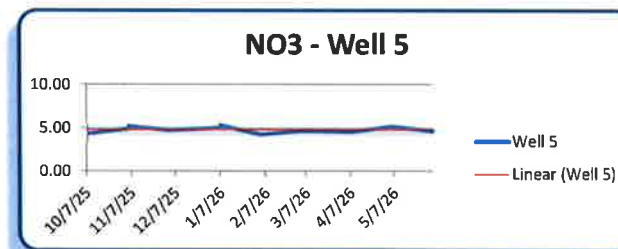
Location	Sample Collected	Results Received	Results	Lab
2	10/28/2025	11/5/2025	5.24	MVTL
2	11/25/2025	12/2/2025	3.48	MVTL
2	12/22/2025	1/9/2026	4.60	MDH
2	12/23/2025	12/24/2025	5.08	MVTL
2	1/27/2026	2/13/2026	3.26	MVTL
2	2/24/2026	3/3/2026	3.32	MVTL
2	3/23/2026	3/31/2026	4.10	MDH
2	3/24/2026	3/27/2026	3.60	MVTL
2	4/28/2026	5/5/2026	3.04	MVTL
2	4/27/2026	6/10/2026	4.70	MVTL
2	5/26/2026	6/10/2026	2.36	MVTL
2	6/22/2026	7/6/2026	2.30	MDH
2	6/23/2026	6/25/2026	3.57	MVTL
2	7/28/2026	9/14/2026	2.40	MVTL
2	8/25/2026	9/14/2026	2.18	MVTL
2	9/22/2026	9/28/2026	4.31	MVTL



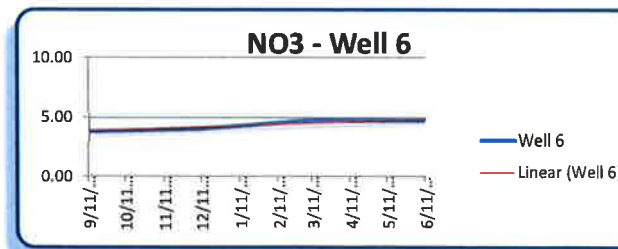
4	10/7/25	10/28/25	4.42	MVTL
4	11/4/25	12/2/25	4.41	MVTL
4	12/1/25	12/24/25	3.20	MDH
4	12/2/25	12/24/25	2.94	MVTL
4	1/6/26	2/13/26	2.80	MVTL
4	2/3/26	2/13/26	1.91	MVTL
4	3/2/26	3/31/26	3.10	MDH
4	3/3/26	3/27/26	3.02	MVTL
4	4/7/2026	5/5/2026	2.45	MVTL
4	5/5/2026	6/10/2026	5.18	MVTL
4	6/1/2026	6/26/2026	3.40	MDH
4	6/2/2026	6/22/2026	3.19	MVTL
4	7/6/2026	9/14/2026	5.5	MDH
4	7/7/2026	9/14/2026	5.31	MVTL
4	9/1/2026	9/14/2026	4.61	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
5	4/7/26	5/5/26	4.59	MVTL
5	5/5/26	6/10/26	5.24	MVTL
5	6/2/26	6/22/26	4.70	MVTL

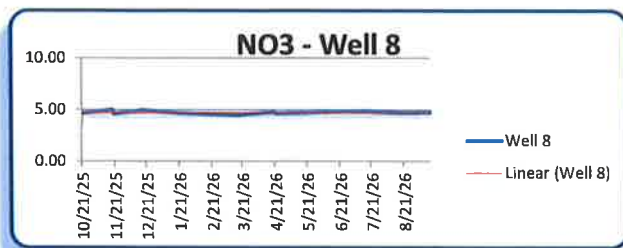


6	9/11/25	10/28/25	3.90	MDH
6	12/8/25	12/24/2025	4.10	MDH
6	3/9/26	3/31/2026	4.80	MDH
6	6/8/26	6/26/2026	4.80	MDH

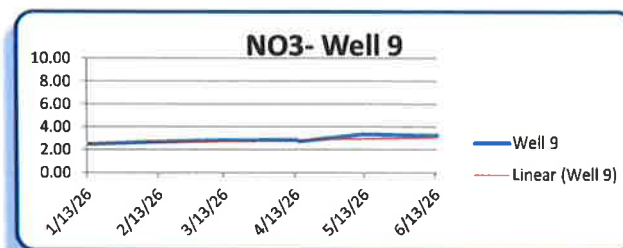


Shakopee Public Utilities Commission
Water Department
Nitrate Results
Reported in mg/L

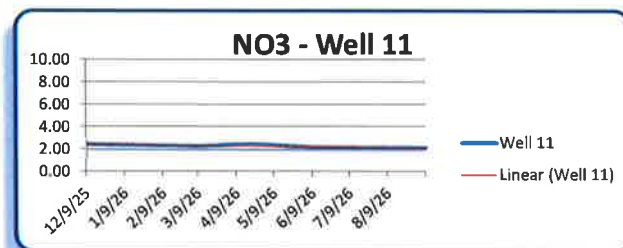
Location	Sample Collected	Results Received	Results	Lab
8	10/21/25	10/28/25	4.64	MVTL
8	11/20/25	12/17/25	4.60	MDH
8	11/18/25	12/2/25	5.01	MVTL
8	12/17/25	12/24/25	4.97	MVTL
8	1/20/26	2/13/26	4.67	MVTL
8	2/17/26	3/3/26	4.56	MVTL
8	3/17/26	3/27/26	4.49	MVTL
8	4/20/26	9/14/26	4.80	MDH
8	4/21/26	5/5/26	4.64	MVTL
8	5/19/26	6/10/26	4.71	MVTL
8	6/16/26	6/22/26	4.86	MVTL
8	7/20/26	9/14/26	4.90	MDH
8	7/21/26	9/14/26	4.83	MVTL
8	8/18/26	9/14/26	4.70	MVTL
8	9/15/26	9/25/26	4.75	MVTL



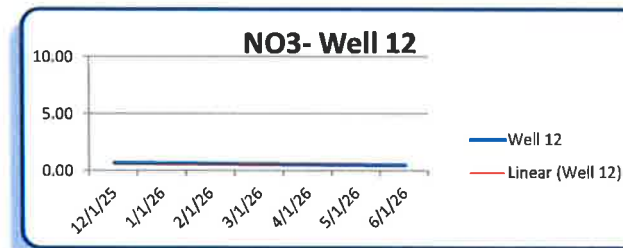
9	1/13/26	2/13/26	2.52	MVTL
9	2/10/26	2/13/26	2.71	MVTL
9	3/10/26	3/27/26	2.85	MVTL
9	4/13/26	5/5/26	2.90	MDH
9	4/14/26	5/5/26	2.77	MVTL
9	5/12/26	6/10/26	3.38	MVTL
9	6/9/26	6/22/26	3.28	MVTL
9	7/14/26	9/14/26	3.26	MVTL
9	8/11/26	9/14/26	3.26	MVTL
9	9/8/26	9/14/26	3.25	MVTL



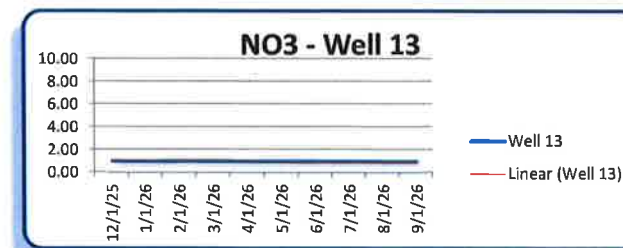
11	12/9/25	12/24/25	2.48	MVTL
11	3/10/26	3/27/26	2.32	MVTL
11	4/20/26	5/5/26	2.50	MDH
11	6/9/26	6/22/26	2.23	MVTL
11	9/8/26	9/14/26	2.19	MVTL



12	12/9/25	12/24/25	0.73	MVTL
12	6/9/26	6/22/26	0.51	MVTL
12	9/8/26	9/14/26	0.57	MVTL

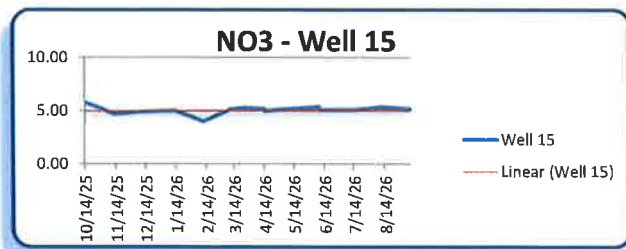


13	12/2/25	12/24/25	1.01	MVTL
13	3/4/26	3/27/26	1.02	MVTL
13	6/16/26	6/22/26	0.99	MVTL
13	9/1/26	9/14/26	0.97	MVTL

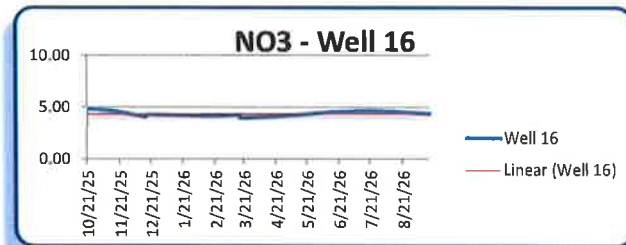


MVTL = Minnesota Valley Testing Laboratories
MDH = Minnesota Department of Health
TCWC = Twin City Water Clinic

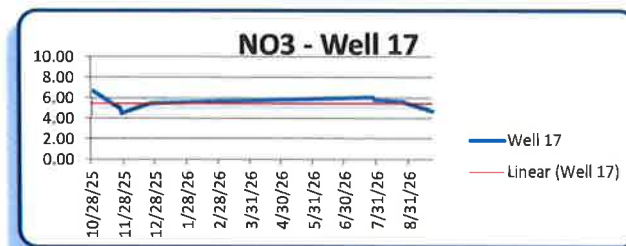
Location	Sample Collected	Results Received	Results	Lab
15	10/14/25	10/28/25	5.79	MVTL
15	11/12/25	12/2/25	4.72	MVTL
15	12/9/25	12/24/25	4.95	MVTL
15	1/13/26	2/13/26	5.03	MVTL
15	2/10/26	2/13/26	4.02	MVTL
15	3/10/26	3/27/26	5.16	MVTL
15	3/24/26	3/31/26	5.30	MDH
15	4/13/26	5/5/26	5.20	MDH
15	4/14/26	5/5/26	5.02	MVTL
15	6/8/26	6/26/26	5.40	MDH
15	6/9/26	6/22/26	5.10	MVTL
15	7/14/26	9/14/26	5.10	MVTL
15	8/11/26	9/14/26	5.38	MVTL
15	9/8/26	6/14/26	5.19	MVTL



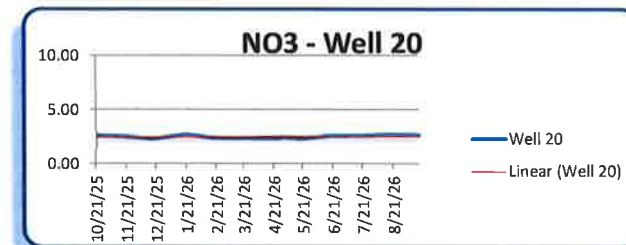
16	10/21/25	10/28/25	4.89	MVTL
16	11/18/25	12/2/25	4.62	MVTL
16	12/15/25	1/9/26	4.10	MDH
16	12/16/25	12/24/25	4.33	MVTL
16	1/20/26	2/13/26	4.26	MVTL
16	2/17/26	3/3/26	4.18	MVTL
16	3/16/26	3/31/26	4.30	MDH
16	3/17/26	3/27/26	3.99	MVTL
16	4/21/26	5/5/26	4.13	MVTL
16	6/15/26	7/6/26	4.60	MDH
16	6/16/26	6/22/26	4.59	MVTL
16	7/20/26	9/14/26	4.70	MDH
16	8/18/26	9/14/26	4.59	MVTL
16	9/15/26	9/25/26	4.42	MVTL



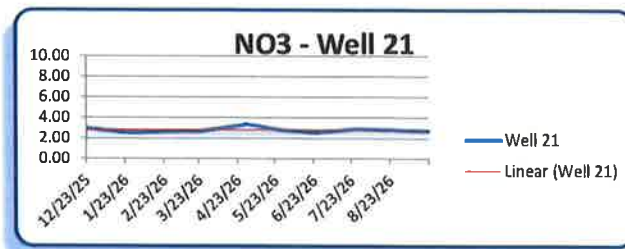
17	10/28/25	11/5/25	6.73	MVTL
17	11/24/25	12/17/25	5.00	MDH
17	11/25/25	12/2/25	4.50	MVTL
17	12/23/25	12/24/25	5.53	MVTL
17	7/27/26	9/14/26	6.10	MDH
17	7/28/26	9/14/26	5.85	MVTL
17	8/25/26	9/14/26	5.64	MVTL
17	9/22/26	9/28/26	4.71	MVTL



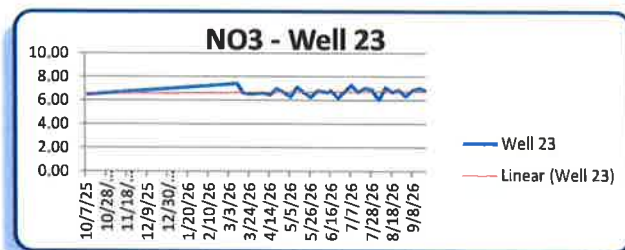
20	10/21/25	10/28/25	2.66	MVTL
20	11/18/25	12/2/25	2.57	MVTL
20	12/16/25	12/24/25	2.34	MVTL
20	1/20/26	2/13/26	2.74	MVTL
20	2/17/26	3/3/26	2.43	MVTL
20	3/17/26	3/27/26	2.42	MVTL
20	4/27/26	6/10/26	2.40	MDH
20	4/28/26	5/5/2026	2.51	MVTL
20	5/19/26	6/10/26	2.35	MVTL
20	6/16/26	6/22/26	2.63	MVTL
20	7/21/26	9/14/26	2.66	MVTL
20	8/18/26	9/14/26	2.75	MVTL
20	9/15/26	9/25/26	2.70	MVTL



Location	Sample Collected	Results Received	Results	Lab
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
21	4/27/26	6/10/26	3.30	MDH
21	4/28/26	5/5/26	3.41	MVTL
21	5/26/26	6/10/26	2.82	MVTL
21	6/23/26	6/25/26	2.58	MVTL
21	7/28/26	9/14/26	2.92	MVTL
21	8/25/26	9/14/26	2.82	MVTL
21	9/22/26	9/28/26	2.74	MVTL

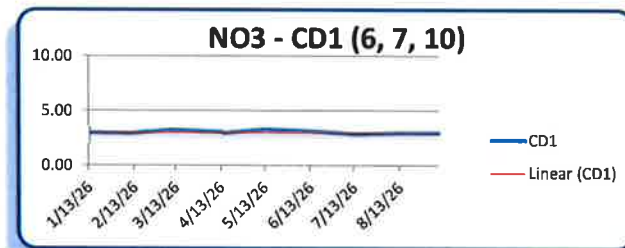


23	10/7/25	10/28/25	6.52	MVTL
23	3/11/26	3/13/26	7.45	MVTL
23	3/17/26	3/27/26	6.70	MVTL
23	3/25/26	3/27/26	6.56	MVTL
23	4/7/26	5/5/26	6.66	MVTL
23	4/14/26	5/5/26	6.49	MVTL
23	4/21/26	5/5/26	7.02	MVTL
23	4/28/26	5/5/26	6.75	MVTL
23	5/5/26	6/10/26	6.34	MVTL
23	5/12/26	6/10/26	7.14	MVTL
23	5/19/26	6/10/26	6.70	MVTL
23	5/26/26	6/10/26	6.30	MVTL
23	6/2/26	6/22/26	6.86	MVTL
23	6/12/26	6/22/26	6.71	MVTL
23	6/16/26	6/22/26	6.86	MVTL
23	6/23/26	6/25/26	6.26	MVTL
23	7/7/26	9/14/26	7.30	MVTL
23	7/14/26	9/14/26	6.75	MVTL
23	7/21/26	9/14/26	7.08	MVTL
23	7/28/26	9/14/26	6.94	MVTL
23	8/4/26	9/14/26	6.05	MVTL
23	8/11/26	9/14/26	7.11	MVTL
23	8/18/26	9/14/26	6.73	MVTL
23	8/25/26	9/14/26	6.89	MVTL
23	9/1/26	9/14/26	6.38	MVTL
23	9/8/26	9/14/26	6.90	MVTL
23	9/15/26	9/25/26	7.08	MVTL
23	9/22/26	9/28/26	6.83	MVTL



Combined Discharge - Wells 6-7-10

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
CD1	4/13/26	5/5/26	3.10	MDH
CD1	4/14/26	5/5/26	3.00	MVTL
CD1	5/12/26	6/10/26	3.34	MVTL
CD1	6/9/26	6/22/26	3.20	MVTL
CD1	7/14/26	9/14/26	2.93	MVTL
CD1	8/11/26	9/14/26	3.02	MVTL
CD1	9/8/26	9/14/26	3.02	MVTL



Combined Discharge - Wells 12-13-14

CD2	4/6/2026	5/5/26	0.80	MDH
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DATE: September 29, 2026
TO: Greg Drent, General Manager *GD*
FROM: Kelley Willemssen, Director of Finance & Administration *KW*
SUBJECT: August Financials Reports

As part of the August financial reports, we continued the practice of providing a component of analytical review. For the Water and Electric Operating Revenue and Expense budget to actual you will see comments at the bottom of each page. The budget is projected on an annual basis rather than a monthly basis so the information in the August reports equates to 67% of the annual budget.

Key Takeaways for YTD Actuals to Budget

- Electric revenues were 1.40% better than budget.
- Electric expenses were 0.73% under budget, mainly from higher variances in energy conservation and outside services.
- Water revenues were 1.98% better than budget due to seasonal usage patterns beginning end of July into August.
- Water expenses were 8.35% under budget mainly due to pumping and distribution expenses being lower than budgeted through August. This variance should stabilize as usage increases.
- Change in Net Position for the electric division as of 08/31/26 is \$5.25M.
- Change in Net Position for the water division as of 08/31/26 is \$3.78M.

Key Takeaways for YTD Actuals to Prior Year

- YTD electric operating revenues are up 7.97% from the prior year.
- YTD total electric operating expenses are up 3.42% from the previous year.
- YTD water operating revenues are up 17.30% from the prior year.
- YTD total water operating expenses are up 5.78% from the previous year.

Included in this report are the following statements:

- Combined Statement of Revenues, Expenses and Changes in Fund Net Position
- Electric Operating Revenue and Expense – Budget to Actual (with analytics)
- Water Operating Revenue and Expense– Budget to Actual (with analytics)
- Electric Operating Revenue and Expense – 2025 to 2026
- Water Operating Revenue and Expense – 2025 to 2026

Request

The Commission is requested to accept the Financial Reports for the period ending 08/31/2026.

SHAKOPEE PUBLIC UTILITIES
COMBINED STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION

	Year to Date Actual - August 31, 2026			Year to Date Budget - August 31, 2026			Electric		Water		Total Utility	
	Electric	Water	Total Utility	Electric	Water	Total Utility	YTD Actual v. Budget B/(W)	%	YTD Actual v. Budget B/(W)	%	YTD Actual v. Budget B/(W)	%
	\$						\$		\$		\$	
OPERATING REVENUES	\$ 44,331,452	5,931,241	50,262,692	43,720,867	5,815,957	49,536,825	610,584	1.40%	115,283	1.98%	725,868	1.47%
OPERATING EXPENSES												
Operation, Customer and Administrative	35,638,580	2,869,318	38,507,898	35,843,306	3,673,063	39,516,369	204,726	0.57%	803,746	21.9%	1,008,472	2.55%
Depreciation	2,680,600	2,473,321	5,153,921	2,756,393	2,156,592	4,912,985	75,792	2.75%	(316,729)	-14.7%	(240,937)	-4.90%
Total Operating Expenses	38,319,180	5,342,639	43,661,819	38,599,699	5,829,655	44,429,354	280,518	0.73%	487,017	8.35%	767,535	1.73%
Operating Income	6,012,272	588,602	6,600,874	5,121,169	(13,698)	5,107,471	891,103	17.4%	602,300	-4397.0%	1,493,403	29.2%
NON-OPERATING REVENUE (EXPENSE)												
Rental and Miscellaneous	127,143	959,791	1,086,934	265,088	236,037	501,126	(137,946)	-52.0%	723,754	306.6%	585,808	116.9%
Interdepartment Rent from Water	60,000	-	60,000	60,000	-	60,000	-	0.0%	-	0.0%	-	0.00%
Investment Income	956,950	757,776	1,714,727	985,968	328,656	1,314,623	(29,017)	-2.9%	429,120	130.6%	400,103	30.4%
Interest Expense	(40,316)	(1,842)	(42,158)	(60,445)	(3,180)	(63,625)	20,128	33.3%	1,338	42.1%	21,466	33.7%
Gain/(Loss) on the Disposition of Property	28,104	2,875	30,979	31,115	-	31,115	(3,011)	0.0%	2,875	-	(136)	-
Total Non-Operating Revenue (Expense)	1,131,881	1,718,600	2,850,481	1,281,726	561,513	1,843,239	(149,845)	-11.7%	1,157,087	206.1%	1,007,242	54.6%
Income Before Contributions and Transfers	7,144,152	2,307,202	9,451,354	6,402,895	547,815	6,950,710	741,257	11.6%	1,759,387	321.2%	2,500,645	36.0%
CAPITAL CONTRIBUTIONS	427,049	2,131,005.20	2,558,055	515,908	2,359,537	2,875,445	(88,859)	17.2%	(228,532)	-9.7%	(317,391)	-11.04%
FREE SERVICE TO THE CITY OF SHAKOPEE	109,250	-	109,250	97,201	-	97,201	12,049	-12.4%	-	-	12,049	12.40%
CONTRIBUTIONS TO CITY OF SHAKOPEE	(2,423,298)	(649,410.00)	(3,072,708)	(2,644,627)	(318,825)	(2,963,452)	221,331	8.4%	(330,585)	-103.7%	(109,254)	-3.68%
CHANGE IN NET POSITION	\$ 5,257,156	3,788,797	9,045,953	4,371,377	2,588,527	6,959,904	885,779	20.3%	1,200,270	46.4%	2,086,049	30.0%

SHAKOPEE PUBLIC UTILITIES

ELECTRIC OPERATING REVENUE AND EXPENSE

	YTD Actual 8/31/2026	YTD Budget 8/31/2026	YTD Actual v. Budget Increase (decrease)	
			\$	%
OPERATING REVENUES				
Sales of Electricity				
Residential	\$ 17,496,058	17,031,587	464,471	102.7
Commercial and Industrial	26,049,850	25,973,797	76,053	100.3
Total Sales of Electricity	43,545,908	42,952,051	593,857	101.4
Forfeited Discounts	138,045	147,108	(9,063)	93.8
Conservation program	647,499	621,709	25,790	104.1
Total Operating Revenues	44,331,452	43,720,867	610,584	101.4
OPERATING EXPENSES				
Operations and Maintenance				
Purchased power	30,141,701	29,166,131	975,570	103.3
Distribution operation expenses	493,660	550,267	(56,606)	89.7
Distribution system maintenance	976,276	915,427	60,850	106.6
Maintenance of general plant	272,622	323,717	(51,095)	84.2
Total Operation and Maintenance	31,884,260	30,955,542	928,718	103.0
Customer Accounts				
Customer records and collection	405,822	483,653	(77,831)	83.9
Energy conservation	(122,521)	590,000	(712,521)	(20.8) (1)
Total Customer Accounts	283,301	1,073,653	(790,352)	26.4
Administrative and General				
Administrative and general salaries	872,201	892,959	(20,758)	97.7
Office supplies and expense	382,506	459,942	(77,436)	83.2
Outside services employed	229,590	381,537	(151,947)	60.2 (2)
Insurance	112,454	118,667	(6,213)	94.8
Employee Benefits	1,461,220	1,514,239	(53,018)	96.5
Miscellaneous general	413,047	446,767	(33,719)	92.5
Total Administrative and General	3,471,019	3,814,111	(343,092)	91.0
Total Operation, Customer, & Admin Expenses	35,638,580	35,843,306	(204,726)	99.4
Depreciation	2,680,600	2,756,393	75,792	97.3
Total Operating Expenses	\$ 38,319,180	38,599,699	(280,518)	99.3
Operating Income	\$ 6,012,272	5,121,169	891,103	117.4

Item Explanation of Items Percentage Received/Expended Less than 80% or Greater than 120% and \$ Variance Greater than \$15,000.

(1) Variance due to less conservation expenses than budgeted through August.

(2) Variance due to less outside service expenses than budgeted through August.

SHAKOPEE PUBLIC UTILITIES

WATER OPERATING REVENUE AND EXPENSE

	YTD Actual 8/31/2026	YTD Budget 8/31/2026	YTD Actual v. Budget Increase (decrease)	
			\$	%
OPERATING REVENUES				
Sales of Water	\$ 5,914,148	5,806,663	107,486	101.9
Forfeited Discounts	17,092	16,295	798	104.9
Total Operating Revenues	5,931,241	5,815,957	115,283	102.0
OPERATING EXPENSES				
Operations and Maintenance				
Pumping and distribution operation	586,685	717,749	(131,064)	81.7
Pumping and distribution maintenance	396,034	695,092	(299,058)	57.0 (1)
Power for pumping	265,938	251,368	14,570	105.8
Maintenance of general plant	45,285	44,283	1,002	102.3
Total Operation and Maintenance	1,293,942	1,708,492	(414,550)	75.7
Customer Accounts				
Customer records and collection	142,852	120,307	22,545	118.7
Energy conservation	1,157	4,236	(3,079)	27.3 (2)
Total Customer Accounts	144,159	124,543	19,616	115.8
Administrative and General				
Administrative and general salaries	356,689	410,293	(53,604)	86.9
Office supplies and expense	137,097	156,351	(19,255)	87.7
Outside services employed	119,066	243,868	(124,802)	48.8 (3)
Insurance	37,484	30,221	7,264	124.0 (4)
Employee Benefits	643,760	689,238	(45,478)	93.4
Miscellaneous general	137,121	310,057	(172,937)	44.2 (5)
Total Administrative and General	1,431,216	1,840,028	(408,812)	77.8
Total Operation, Customer, & Admin Expenses	2,869,318	3,673,063	(803,746)	78.1
Depreciation	2,473,321	2,156,592	316,729	114.7
Total Operating Expenses	\$ 5,342,639	5,829,655	(487,017)	91.6
Operating Income	\$ 588,602	(13,698)	602,300	(4,297)

Item Explanation of Items Percentage Received/Expended Less than 80% or Greater than 120% and \$ Variance Greater than \$15,000.

- (1) Variance due to lower than budgeted pumping maintenance expenses through August, should stabilize throughout the year.
- (2) Variance due to lower than budgeted water rebate expenses through August.
- (3) Variance due to less outside service expenses than budgeted for through August, should stabilize throughout the year.
- (4) The insurance variance is higher than budgeted due to Water's allocated share of insurance costs being slightly higher than projected.
- (5) Variance due to timing of a larger invoice for regulatory expenses that posts in December '26.

SHAKOPEE PUBLIC UTILITIES

ELECTRIC OPERATING REVENUE AND EXPENSE

	2026	2025	2025-2026 Increase (decrease)	
			\$	%
OPERATING REVENUES				
Sales of Electricity				
Residential	\$ 17,496,058	15,813,792	1,682,266	110.6
Commercial and Industrial	26,049,850	24,509,659	1,540,190	106.3
Total Sales of Electricity	43,545,908	40,323,451	3,222,457	108.0
Forfeited Discounts	138,045	136,281	1,764	101.3
Conservation program	647,499	599,821	47,678	107.9
Total Operating Revenues	44,331,452	41,059,553	3,271,899	108.0
OPERATING EXPENSES				
Operations and Maintenance				
Purchased power	30,141,701	29,160,788	980,914	103.4
Distribution operation expenses	493,660	475,587	18,073	103.8
Distribution system maintenance	976,276	697,691	278,585	139.9
Maintenance of general plant	272,622	277,559	(4,937)	98.2
Total Operation and Maintenance	31,884,260	30,611,624	1,272,636	104.2
Customer Accounts				
Meter Reading	-	25,019	(25,019)	-
Customer records and collection	405,822	373,290	32,533	108.7
Energy conservation	(122,521)	78,573	(201,095)	(155.9)
Total Customer Accounts	283,301	476,882	(193,581)	59.4
Administrative and General				
Administrative and general salaries	872,201	768,238	103,963	113.5
Office supplies and expense	382,506	409,543	(27,036)	93.4
Outside services employed	229,590	257,112	(27,522)	89.3
Insurance	112,454	111,226	1,228	101.1
Employee Benefits	1,461,220	1,313,952	147,269	111.2
Miscellaneous general	413,047	380,006	33,041	108.7
Total Administrative and General	3,471,019	3,240,076	230,943	107.1
Total Operation, Customer, & Admin Expenses	35,638,580	34,328,582	1,309,998	103.8
Depreciation	2,680,600	2,723,330	(42,729)	98.4
Total Operating Expenses	\$ 38,319,180	37,051,911	1,267,269	103.42
Operating Income	\$ 6,012,272	4,007,641	2,004,630	150.0

SHAKOPEE PUBLIC UTILITIES

WATER OPERATING REVENUE AND EXPENSE

			2025-2026 Increase (decrease)	
	2026	2025	\$	%
OPERATING REVENUES	\$			
Sales of Water	5,914,148	5,038,523	875,625	117.4
Forfeited Discounts	17,092	17,889	(797)	95.5
Total Operating Revenues	5,931,241	5,056,412	874,828	117.3
OPERATING EXPENSES				
Operations and Maintenance				
Pumping and distribution operation	586,685	556,767	29,919	105.4
Pumping and distribution maintenance	396,034	339,059	56,975	116.8
Power for pumping	265,938	252,249	13,690	105.4
Maintenance of general plant	45,285	28,902	16,383	156.7
Total Operation and Maintenance	1,293,942	1,176,976	116,966	109.9
Customer Accounts				
Meter Reading	150	11,302	(11,152)	1.3
Customer records and collection	142,852	122,163	20,689	116.9
Energy conservation	1,157	2,288	(1,131)	50.6
Total Customer Accounts	144,159	135,754	8,405	106.2
Administrative and General				
Administrative and general salaries	356,689	382,372	(25,683)	93.3
Office supplies and expense	137,097	146,496	(9,399)	93.6
Outside services employed	119,066	71,332	47,734	166.9
Insurance	37,484	37,075	409	101.1
Employee Benefits	643,760	627,870	15,890	102.5
Miscellaneous general	137,121	155,657	(18,536)	88.1
Total Administrative and General	1,431,216	1,420,802	10,415	100.7
Total Operating Expenses	2,869,318	2,733,532	135,786	105.0
Depreciation	2,473,321	2,317,242	156,079	106.7
Total Operating Expenses	5,342,639	5,050,774	291,865	105.78
Operating Income	\$ 588,602	5,639	582,963	10,438.5



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: September 30, 2026

Subject: MMPA September 2026 Meeting Update

The Board of Directors of the Minnesota Municipal Power Agency (MMPA) met on September 22, 2026, at Chaska City Hall in Chaska, Minnesota, and via videoconference.

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

Participation in the residential Clean Energy Choice program increased by 49 customers. Customer participation in the program is 7.0% of residential customers.

MMPA successfully priced and sold \$150 million of Electric Revenue and Refunding Bonds. Along with other money, the bond proceeds will be used to retire \$130 million of outstanding debt and fund \$50 million of capital expenditures. Both Moody's and Fitch Ratings reaffirmed MMPA's bond ratings of Aa3 from Moody's and AA- from Fitch Ratings.

The Board discussed the status of electric generation and RNG projects being pursued by the Agency.

Thanks



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

DATE: September 29, 2026
TO: Greg Drent, General Manager *GD*
FROM: Kelley Willemssen, Director of Finance & Administration *KW*
SUBJECT: Customer Utility Bill Appeal

Background

A former customer is appealing staff's denial of a request to adjust his final water bill. The customer is disputing approximately 90,000 gallons of water usage recorded during the final billing period. The customer has stated that the residence was vacant during this period and that he was unaware of a leak or other issues that would account for the level of consumption.

The customer was the property owner/landlord. When the tenant moved out on May 31, 2026, utility service was transferred into the property owner's name. On July 28, the customer contacted SPU to close the account effective August 3 due to the sale of the property.

No application for utility service from a new customer had been received as of August 5, and electric service was disconnected that morning. At that time, SPU's AMI Specialist identified an alarm from the water meter indicating continuous water flow at the property.

At approximately 9:30 a.m. on August 5, the AMI Specialist visited the property to investigate the continuous-flow alarm and observed the irrigation system operating. No one was at the residence at the time. At approximately 10:45 a.m., the Customer Service/Billing Supervisor issued a service order requesting that the Water Department shut off water service at the curb stop. At approximately 11:45 a.m., Water Department staff arrived at the property, also observed the irrigation system operating, and shut off water service at the curb stop.

On August 7, the customer contacted SPU and was informed that electric and water services had been disconnected. The customer requested that the services be restored and asked that the associated reconnection fees be waived. Staff agreed to waive the electric reconnection fee but advised the customer that the water reconnection fee would apply because Water Department personnel were required to physically return to the property. Staff also explained that water service had been shut off because of the continuous-flow alarm received from the meter and SPU staff's observations of the irrigation system operating at the property. The customer agreed to the water reconnection fee, and a service order was issued to the Water Department.

On August 8, Water Department staff met a neighbor at the property to restore water service. Upon restoration of service, Water Department staff observed that the irrigation system immediately began operating and would not shut off. Water Department staff assisted the neighbor with shutting off the water from inside the home.

Staff Review and Determination

The customer subsequently disputed the final water bill based on the amount of water consumed while the residence was vacant. The initial dispute was reviewed by the Customer Service & Billing Supervisor and denied. The customer was not satisfied with the determination and appealed the matter to the General Manager. As part of the appeal process, staff reviewed the account history, meter information, and circumstances surrounding the water usage. The General Manager upheld the initial determination, and the customer has now requested an appeal to the Commission.

SPU's meter recorded the water passing through the meter at the property. In addition, SPU received a continuous-flow alarm from the meter, and the operation of the irrigation system was independently observed by both the AMI Specialist and Water Department staff on August 5. When water service was restored on August 8, Water Department staff again observed the irrigation system began operating and noted that it would not shut off until the backflow assembly was closed.

Staff also considered the customer's long history as an SPU customer and property owner as part of the review. While SPU recognizes and appreciates that history, adjustments to valid usage charges must also be considered in the context of consistent and equitable treatment of all utility customers. When water has been metered and consumed at a property, waiving those charges would shift the financial impact of that consumption away from the individual account and ultimately to the broader utility system and its ratepayers.

Based on the meter information, SPU staff's observations at the property, and the need to apply billing practices consistently among customers, staff determined that there was no basis to remove or adjust the associated water usage charges. The customer's initial appeal was therefore denied.

The customer has requested that the denial be appealed to the Shakopee Public Utilities Commission for further consideration.

Action Requested

The customer has been invited to attend the Commission meeting to provide additional information and address the Commission regarding his appeal. As of the preparation of this memorandum, the customer has not confirmed whether he will attend.

Staff requests that the Commission review the information presented, consider the customer's appeal, and determine whether to uphold staff's denial of the requested adjustment or authorize an adjustment to the customer's final water bill.

Enclosures:

Customer's Original Appeal

GM Response to Appeal

Water Usage Report

Customer's 2nd Response to decision, appeal to commission

Fw: Request for Consideration – Final Water Bill

From CustomerService <customerservice@shakopeeutilities.com>

Date Tue 8/25/2026 1:38 PM

To Willemssen, Kelley <kwillemssen@shakopeeutilities.com>; Vourlos, Mike <mvourlos@shakopeeutilities.com>

From:

Sent: Tuesday, August 25, 2026 1:15 PM

To: CustomerService <customerservice@shakopeeutilities.com>

Subject: Request for Consideration – Final Water Bill

⚠ CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Shakopee Public Utilities Customer Service,

I am writing with a very sincere request regarding my final utility bill for
MN 55379.

Shakopee,

I have owned this home for more than 20 years. I lived in Shakopee myself until 2011, and for approximately the last 15 years, I have maintained the property as a rental. Throughout all these years, I have always tried to be a responsible property owner—paying my utility bills, property taxes, and other obligations on time and taking good care of the home.

Recently, I went through an extremely difficult and expensive process of preparing and selling this house. After my tenants moved out at the end of May, I invested approximately \$80,000 renovating and improving the property. I also spent close to \$10,000 on landscaping alone because I genuinely wanted to leave behind a beautiful, well-maintained home that the next Shakopee family could be proud to own.

I made multiple trips to Minnesota, spent considerable time away from my family, and went far beyond what most landlords or sellers would normally do. My goal was not simply to sell the property, but to leave Shakopee with a home that was substantially better than when this process began.

Since the renovations were completed in June, nobody was living in the house. It remained vacant while being professionally marketed and shown to prospective buyers. Utilities were used primarily to maintain the property, particularly the sprinkler system to protect the newly completed landscaping, lawn and flowers.

That is why I was genuinely shocked by my final SPU bill. It shows 83,000 gallons of water usage from July 11 through August 3, resulting in \$471.74 in total water charges and a final utility bill of \$564.54. This level of consumption is very difficult for me to understand, particularly because the home was vacant.

I am also not aware of any water leak. The property went through multiple inspections involving prospective buyers, and plumbers and other professionals were in the home during this period. To my knowledge, no significant leak was ever identified. The sprinklers were being used to maintain the landscaping, but I simply cannot explain how the water consumption could have increased so dramatically compared with the prior period when the circumstances were substantially the same.

After everything I have spent renovating, repairing and maintaining this property for the new owners, I am unfortunately buried in expenses associated with this sale. At this point, every additional dollar genuinely matters.

Therefore, after more than 20 years of being an SPU customer and Shakopee property owner, I humbly ask if you could please review my account and consider providing me some relief on this unusually high final bill. If there is any possibility of waiving the unusually high water portion, providing a one-time courtesy adjustment, or at least substantially reducing the final bill, I would be incredibly grateful.

I spoke with Janel, who was very kind and helpful in explaining the process, and she suggested that I send my request to this email address for your consideration.

I completely understand that SPU has policies it must follow, and I am not suggesting that anyone did anything wrong. I am simply asking for some compassion and consideration given the unusual circumstances, the unexplained water consumption, my long history with the property, and the significant effort and investment I made before handing this home over to its new owners.

Shakopee was my home for many years and remained an important part of my life for the 15 years that followed. I would be extremely grateful if SPU could help me close this chapter on a positive note.

Thank you very much for taking the time to read my request and for any consideration you are able to provide. It would truly mean a lot to me.

Warm regards,

Former Owner
Shakopee, MN 55379



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

September 15, 2026

RE: Final Water bill at

I received your appeal regarding your final water bill. After reviewing the information provided, your appeal has been denied.

As part of the review process, Mike Vourlos reviewed his previous conversations with you and provided the history related to property and water usage.

I understand that the home may have been vacant during the period in question. However, the meter history confirms that water flowed through the meter while you were the property owner. In addition, four different SPU employees documented observing the irrigation system running continuously during four separate visits to the property. This information supports the water usage reflected on the final bill.

Based on the meter data and the documented observations, the final bill remains due and payable. SPU is willing to work with you on a payment arrangement for the outstanding balance. If you would like to discuss payment arrangement options, please contact SPU Customer Service. If you would like to do that, please call SPU customer service at 952-445-1988.

Sincerely,

Greg Drent
General Manager

Date	Begin Read	End Read	Daily Usage
7/11/2026	184,404	184,407	3
7/12/2026	184,407	184,407	0
7/13/2026	184,407	184,407	0
7/14/2026	184,407	184,407	0
7/15/2026	184,407	184,421	14
7/16/2026	184,421	184,462	41
7/17/2026	184,462	184,474	12
7/18/2026	184,474	184,474	0
7/19/2026	184,474	185,869	1,395
7/20/2026	185,869	187,375	1,506
7/21/2026	187,375	188,718	1,343
7/22/2026	188,718	190,092	1,374
7/23/2026	190,092	191,463	1,371
7/24/2026	191,463	192,823	1,360
7/25/2026	192,823	194,226	1,403
7/26/2026	194,226	195,593	1,367
7/27/2026	195,593	196,957	1,364
7/28/2026	196,957	198,331	1,374
7/29/2026	198,331	199,755	1,424
7/30/2026	199,755	201,209	1,454
7/31/2026	201,209	214,867	13,658
8/1/2026	214,867	228,211	13,344
8/2/2026	228,211	241,531	13,320
8/3/2026	241,531	254,654	13,123
8/4/2026	254,654	267,814	13,160
8/5/2026	267,814	274,172	6,358
8/6/2026	274,172	274,172	0
8/7/2026	274,172	274,172	0
8/8/2026	274,172	274,286	114
8/9/2026	274,286	274,286	0
8/10/2026	274,286	274,291	5
8/11/2026	274,291	274,291	0
8/12/2026	274,291	274,361	70

From: CustomerService <customerservice@shakopeeutilities.com>
Sent: Wednesday, September 23, 2026 7:25 AM
To: Vourlos, Mike <mvourlos@shakopeeutilities.com>
Subject: FW: Request for Commission Review – ~~XXXXXXXXXX~~

From:
Sent: Wednesday, September 23, 2026 6:55 AM
To: CustomerService <customerservice@shakopeeutilities.com>
Subject: Request for Commission Review →

 **CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Shakopee Public Utilities,

Thank you for having the General Manager review my request. While I respect the decision, I am sincerely disappointed that no consideration could be provided given the unusual circumstances and my more than 20-year history as an SPU customer and Shakopee property owner.

I would respectfully like to request the next level of review available under SPU's appeal process and ask that my appeal be presented to the Shakopee Public Utilities Commission for consideration.

I am currently facing significant financial hardship as rapid changes in AI have substantially impacted my technology business, while at the same time I incurred considerable expenses and losses renovating and selling this property. I am simply asking for any one-time compassion or consideration that may be available.

Please let me know the process for having my appeal considered by the Commission.

Thank you sincerely for your time and consideration.

Warm regards,

**SHAKOPEE PUBLIC UTILITIES
MEMORANDUM**

TO: Greg Drent, General Manager *GD*

FROM: Ryan Halverson, P.E., Director of Water Engineering and Operations *RH*

SUBJECT: Wellhead Protection Plan Public Information Presentation

DATE: October 5, 2026

ISSUE

Consistent with the Wellhead Protection Rule (part 4720.5330, subpart 7), a Public Information Meeting is required to be held to provide the general public and local government units an opportunity to discuss issues and concerns with Part 1 of SPU's update to the Wellhead Protection Plan.

BACKGROUND

As required by the Minnesota Department of Health (Minnesota Rules, parts 4720.5100 to 4720.5590), Shakopee Public Utilities is in the process of amending our wellhead protection plan for its drinking water supply wells. A wellhead protection plan is a formal strategy designed to prevent public drinking water supply wells and underground aquifers from becoming contaminated by managing potential pollution sources on the surrounding land.

The plan includes:

- **Delineation:** Mapping the surface and subsurface land area (the wellhead protection area) that supplies water to a public well.
- **Vulnerability Assessment:** Evaluating how easily contaminants can reach the water supply.
- **Contaminant Inventory:** Identifying potential pollution sources (such as chemicals, fuel storage, or unsealed abandoned wells) within the management area.
- **Management & Contingency Strategies:** Creating specific actions, public education, and emergency responses to keep the water clean



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

The Minnesota Department of Health approved Part 1 of the wellhead protection plan amendment for our system.

As required by the Minnesota Wellhead Protection Rule (part 4720.5330, subpart 6) the following information pertaining to the plan was provided to Local Units of Government (LUG) within and adjacent to the wellhead delineation, along with notification of the date/location of this public information meeting (see attached letter/map):

1. The delineation of the wellhead protection area,
2. The drinking water supply management area boundary, and
3. The well and drinking water supply management area vulnerability assessment

Mark Sherrill, an Environmental Scientist, with Short Elliott Hendrickson Inc. (SEH) will give a short presentation of Part 1 of our wellhead protection plan at the October 5, 2026 Commission Meeting.



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September 21, 2026

To: Matt Lehman, Mayor City of Shakopee
Bill Egan, Public Works Director, City of Shakopee
Alex Jordan, City Engineer, City of Shakopee
Michael Kerski, Director of Planning & Development, City of Shakopee
Kirt Briggs, Mayor, City of Prior Lake
Nick Monserud, Interim Public Works Director, City of Prior Lake
Tom Weckman, Supervisor, Jackson Township
John Weckman, Supervisor, Louisville Township
Chad Sandey, Town Board Chair, Sand Creek Township
Lisa Quinn, Town Board Chair, Spring Lake Township
Stephen Albrecht, Operations Administrator, Shakopee Mdewakanton Sioux Community
Dave Beer, District 4 Commissioner and Board Chair, Scott County Board
Kate Sedlacek, Environmental Services Manager, Scott County
Vanessa Strong, Scott County Watershed Management Organization
Apollo Lammers, Board of Managers, Lower Minnesota River Watershed District
Linda Loomis, Administrator, Lower Minnesota River Watershed District
Bruce Loney, President, Board of Managers, Prior Lake-Spring Lake Watershed District
Joni Giese, District Administrator, Prior Lake-Spring Lake Watershed District
Rob Casey, Chair, Board of Supervisors, Scott Soil and Water Conservation District
Troy Kuphal, District Manager, Scott Soil and Water Conservation District
Water Resources Planning, Metropolitan Council
Scott Hanson, Planner, Minnesota Department of Health

From: Ryan Halverson, Director of Water Engineering & Operations (Wellhead Manager)

Re: Wellhead Protection Plan Amendment, Part 1, for Shakopee Public Utilities

Shakopee Public Utilities is in the process of amending our wellhead protection plan for its drinking water supply wells. As required by the Minnesota Wellhead Protection Rule (part 4720.5330, subpart 6), the Minnesota Department of Health approved Part 1 of the wellhead protection plan amendment for our system. This portion of the plan includes information pertaining to:

1. The delineation of the wellhead protection area,
2. The drinking water supply management area boundary, and
3. The well and drinking water supply management area vulnerability assessment.



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Enclosed please find the items listed above. If you would like a complete copy of the amended Part 1 plan containing the technical information used to delineate the wellhead protection area, drinking water supply management area, and vulnerability of the wells and aquifer, please contact me at 952-233-1518 or rhalverson@shakopeeutilities.com.

Consistent with the Wellhead Protection Rule (part 4720.5330, subpart 7), a Public Information Meeting has been scheduled for 5:00pm on Monday, October 5, 2026 at Shakopee Public Utilities Service Center, 255 Sarazin Street, Shakopee, MN 55379 to discuss issues and concerns with this portion of the plan amendment. We welcome your participation at this event.

If you have any questions concerning this matter, please contact me.

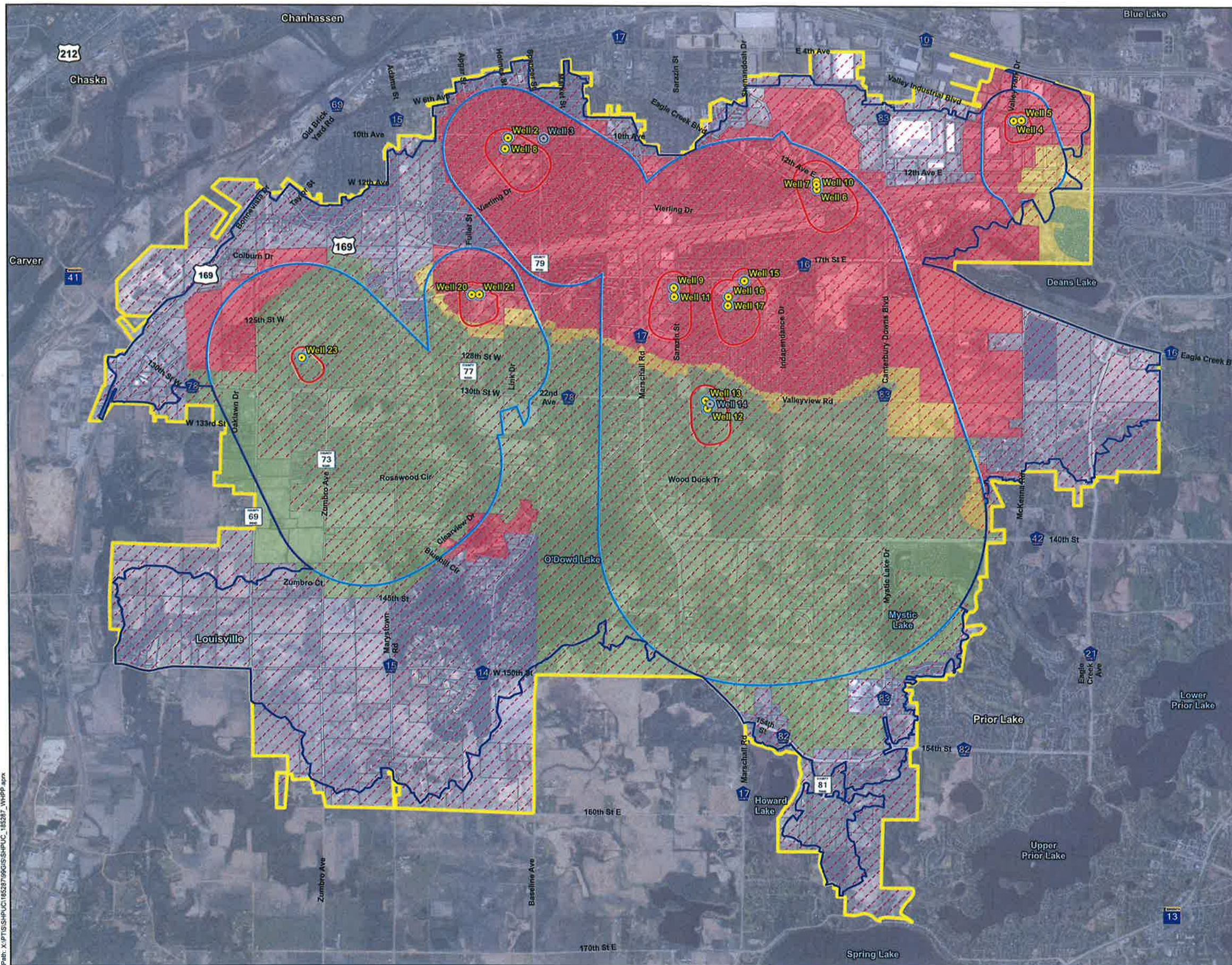
Sincerely,

A handwritten signature in black ink, appearing to read 'Ryan Halverson', written in a cursive style.

Ryan Halverson, PE

cc:

Luke Stuwe, Minnesota Department of Agriculture
Trudi Witkowski, Minnesota Department of Health



Legend
Shakopee Public Utilities

- Active Public Water Supply Well
- Emergency Well

Wellhead Protection Plan - Boundaries

- Inner Wellhead Management Zone (IWMZ)
- Emergency Response Area (ERA)
- Groundwater Capture Area (GWCA)
- Wellhead Protection Area (WHPA)
- Drinking Water Supply Management Area (DWSMA)

Jurisdictional Boundary

- City of Shakopee Municipal Boundary
- Scott County Parcel

DWSMA Vulnerability (GWCA and SWCA)

Where the GWCA and SWCA overlap, DWSMA vulnerability is the more vulnerable of the two ratings because SWCA vulnerability is always High, overlapping areas are High.

- GWCA High Vulnerability**
High vulnerability indicates that vertical recharge to the source water aquifer occurs over a time period of weeks to years.
- GWCA Moderate Vulnerability**
Moderate vulnerability indicates that vertical recharge to the source water aquifer occurs over a time period of years to several decades.
- GWCA Low Vulnerability**
Low vulnerability indicates that vertical recharge to the source water aquifer occurs over a time period of several decades to a century.

- Surface Water Contribution Area (SWCA) - High Vulnerability**
In a conjunctive delineation, the geographic area that may provide recharge to the aquifer within the well capture zone, attributed to: 1) the presence of a surface hydraulic feature; and 2) the runoff of precipitation or meltwater. The vulnerability is always High.

0 3,000 6,000 Feet

Index Map

DWSMA Vulnerability

Wellhead Protection Plan Part 1 Update
Shakopee Public Utilities
Shakopee, Minnesota

Print Date: 7/24/2026
Map by: Mark Sherrill
Projection: UTM Zone 15N
Source: ESRI, SEH Digi, MNDOT, Minnesota Geographic Survey (MGS), Scott County

This map is neither a legally recorded map nor a survey map and is not intended to be used as such. This map is a compilation of various information and data gathered from various sources. SEH does not warrant that the map is accurate or that the information is current. The user assumes all responsibility for the use of this map. SEH does not represent that this map can be used for any purpose other than the one for which it was prepared. The user assumes all responsibility for the use of this map.

Figure 13

Path: X:\PT\GIS\SHUPUC\185237\GDS\SHUPUC_185237_VHPP.aprx

**SHAKOPEE PUBLIC UTILITIES
MEMORANDUM**

TO: Greg Drent, General Manager 

FROM: Ryan Halverson, Director of Water Engineering and Operations 

SUBJECT: Resolution 2026-18; A Resolution Approving Contract of Sale; All Documents Necessary to Carry Out Contract of Sale; and Completion of Closing Under Contract of Sale.

DATE: October 5, 2026

ISSUE

Shakopee Public Utilities staff has completed negotiations with Lennar Homes for the purchase of a lot in the Arbor Bluffs 3rd addition for the future site of a booster station. SPU staff and the land developer have agreed to price and terms, and staff is seeking approval by resolution to purchase the property.

BACKGROUND

SPU's 2024 Comprehensive Water Plan identifies the need for a booster station located on the boundary of the 1-HES and 2-HES pressure zones in the center of Shakopee to pump water from the 1-HES pressure zone to the 0.5MG elevated storage Tank 9 that is currently under construction at Wood Duck Trail and Marschall Road. The tank will provide pressure for increased development in the 2-HES central zone, including the Arbor Bluffs 3rd development and surrounding undeveloped land.

The booster station at Valley Creek currently provides pressure for homes in the 2-HES pressure zone, but is nearing capacity. Additionally, SPU Staff has already received inquiries about fees for adjacent residential development opportunities adjacent to the current developments in the 2-HES pressure zone, expediting the need for the booster station.

It should be noted that the proposed booster station will also serve to move water from the future water treatment plant, located near the gravel pit, up to the 2-HES and push it to the west portion of Shakopee to support future development on the west end of town. Additional trunk watermain is also needed to connect the central and west 2-HES pressure zones. These improvements are also outlined in the 2024 Comprehensive Water Plan.

Construction plans for the Arbor Bluff Booster Station are currently under design and nearing the 90% status. SPU will be seeking Mn Health Department approval, bidding the booster station, seeking building permit approval and hoping to start construction in early spring 2027. It is anticipated that the booster station could be operational near the end of 2027.

SPU staff has also presented at the City Board of Adjustment and Appeals and received approval for a Conditional Use Permit to permit the construction of a municipal water pumping facility in a residential zone of the Arbor Bluff 3rd Addition, on this specific lot.

DISCUSSION

The property SPU seeks to purchase is known as Lot 11, Block 5, Arbor Bluffs 3rd. It has been given the property address of 2704 Blue Spruce Drive. The lot is a standard residential lot that is 0.222 acres or 9,682 square feet in size. It has typical City perimeter drainage and utility easements and there is a wetland buffer and water emergency overflow that crosses a corner of the southwest property corner. Preliminary design of the booster station confirms the size of lot is sufficient to build the booster station and supporting infrastructure.

Similar lots in size, that are platted and buildable in residential development across Shakopee, vary from \$135,000-\$155,000 based on taxable values per the 2025 County Assessor records. The \$165,000 asking price for this lot is nominally higher, but county tax values tend to lag actual market values because of inherent delays built into the taxation cycle. Staff believes this is a fair market value for the desired lot.

The Contract of Sale has been reviewed by attorneys at Barna, Guzy & Steffen on behalf of SPU.

FUNDING

The 2026 Capital Improvement Plan has a budget of \$6.9 million for the site acquisition, design, administration and construction of the Arbor Bluffs Booster Station. All of the cost associated with the proposed booster station is proposed to be paid for by the Connection Fund.

The 2027 CIP will be updated with a new proposed budget, and most of the 2026 CIP allocation will carry into 2027 as construction has not started yet.

REQUESTED ACTION

Staff is requesting that the Commission adopt Resolution 2026-18; A Resolution Approving Contract of Sale; All Documents Necessary to Carry Out Contract of Sale; and Completion of Closing Under Contract of Sale.

RESOLUTION 2026-18

RESOLUTION APPROVING CONTRACT OF SALE; ALL DOCUMENTS NECESSARY TO CARRY OUT CONTRACT OF SALE; AND COMPLETION OF CLOSING UNDER CONTRACT OF SALE

WHEREAS, the Shakopee Public Utilities Commission, a municipal utility commission organized under Minnesota law (the “Commission”), is proposing to enter into a Contract of Sale (the “Contract of Sale”) with U.S. Home, LLC, a Delaware limited liability company (“Seller”), for the purchase of a parcel of real property legally described as Lot 11, Block 5, Arbor Bluffs 3rd Addition in the Contract of Sale (the “Property”), to enable the Commission to construct a booster station to pump water from the 1-HES pressure zone to fill an elevated storage tank, providing potable water service and water pressure for fire protection to the 2-HES pressure zone; and

WHEREAS, the Commission has determined that it is appropriate to execute, accept and deliver the Contract of Sale; and

WHEREAS, the Commission has determined that it is appropriate to finalize and close the transaction contemplated by the Contract of Sale Agreement, and to execute, accept and deliver such documents as are necessary to acquire the Property, and carry out the transaction contemplated thereby; and

WHEREAS, the Commission has determined that the acquisition of the Property is in the public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE SHAKOPEE PUBLIC UTILITIES COMMISSION AS FOLLOWS:

1. That the Commission hereby ratifies, confirms, authorizes and approves the execution of the Contract of Sale, and authorizes and approves the transaction contemplated by the Contract of Sale.
2. That the Commission hereby ratifies, confirms, authorizes and approves, and directs the President or the General Manager of the Commission to finalize, accept and/or deliver in the name and on behalf of the Commission, the Contract of Sale, and all documents, affidavits and certificates in such form and on such terms and conditions as deemed necessary or appropriate in connection with the Contract of Sale, and the acquisition of the Property, including all closing documents and other documents as may be required to complete the transaction contemplated by the Contract of Sale.
3. That the President or the General Manager of the Commission is hereby authorized, empowered and directed to make such changes to the foregoing documents, affidavits and certificates and any other closing documents necessary to carry out the transaction contemplated by the Contract of Sale, as the President or the General Manager of the Commission deems reasonable and necessary.

4. That the President or General Manager of the Commission are authorized, empowered and directed to do all other acts and things as are deemed necessary or desirable in their discretion to effectuate the transactions.

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

Passed in regular session of the Shakopee Public Utilities Commission this 5th day of October, 2026.

Commission President: B.J. Letourneau

ATTEST:

Secretary: Greg Drent

CONTRACT OF SALE

1. **PARTIES.** This Contract of Sale (this "Agreement") is made and effective as of the latter date of the signature dates set forth below (the "Effective Date") by and between U.S. Home, LLC, a Delaware limited liability company ("Seller") having an address of 16355 36th Avenue North, Suite 100, Plymouth, MN 55446, and Shakopee Public Utilities Commission, a Minnesota municipal utility commission ("Buyer"), having an address of 255 Sarazin Street, Shakopee, MN 55379.

2. **OFFER/ACCEPTANCE.** Subject to the terms and conditions of this Agreement, Buyer agrees to purchase and Seller agrees to sell real property located in Scott County, Minnesota, legally described as Lot 11, Block 5, Arbor Bluffs 3rd Addition, Scott County, Minnesota (the "Property").

3. **PRICE AND TERMS.** The purchase price for the Property (the "Purchase Price") shall be One Hundred Sixty-Five Thousand and 00/100 Dollars (\$165,000.00), which Buyer shall pay in cash or other immediately available funds on the "Closing Date" (defined below). Within five (5) business days after the Effective Date, Buyer shall deposit \$5,000 as earnest money (the "Earnest Money") with Old Republic National Title Insurance Company, 11055 Wayzata Blvd., Suite 250, Minnetonka, MN 55305, Attn: Mike Broyles (the "Title Company"), which shall be applied to the Purchase Price.

4. **BUYER CONDITIONS.** Buyer's obligation to purchase the Property is contingent upon satisfaction, or waiver by Buyer, of each of the following conditions. If Buyer so notifies Seller that any such contingency to Buyer's obligation to purchase the Property has not been satisfied, this Agreement shall be voidable at the option of Buyer, the Earnest Money shall be returned to Buyer, and neither Seller nor Buyer shall have any further rights or obligations under this Agreement except for obligations (the "Surviving Obligations") which expressly survive the termination of this Agreement or the Closing Date.

(a) Buyer shall be completely satisfied, in Buyer's sole discretion, with the environmental and physical conditions of the Property. Seller hereby authorizes Buyer, at Buyer's sole risk, to enter the Property during the period (the "Inspection Period") commencing on the Effective Date and ending on the earlier of (i) sixty (60) days following the Effective Date and (ii) the Closing Date, to conduct investigations and testing of the Property. Buyer shall indemnify and hold Seller harmless from all loss, cost, damage and expense (including court costs and reasonable attorney's fees) that Seller may suffer or incur as a result of Buyer's entry onto and investigation and testing of the Property, and Buyer's obligation under this paragraph shall survive Closing.

(b) Buyer shall be satisfied with the matters disclosed by the Title Commitment and any updated survey of the Property obtained by Buyer at Buyer's expense.

(c) The representations and warranties made by Seller in Section 9 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time.

(d) Formal approval of this transaction by the Board of the Buyer.

5. **CLOSING.** Except as otherwise expressly provided in this Agreement, the closing of the sale and purchase contemplated by this Agreement shall occur on or before October 15, 2026 (the "Closing Date"). The Closing for the Property shall be held at the offices of the Title Company, or such other location mutually agreeable to Buyer and Seller; provided, however, that either party may, in lieu of personal attendance at Closing, provide to the Title Company written Closing instructions, along with delivery to the Title Company of all Closing documents and other Closing deliverables required to be delivered by such party in accordance with the terms hereof. Buyer shall have the right to close in advance of the Closing Date at any time upon ten (10) days prior notice to Seller.

At the Closing, and subject to performance by Buyer, Seller shall execute in recordable form and deliver a Limited Warranty Deed (the "Deed") to the Property, and shall execute and deliver a Seller's Affidavit, a FIRPTA Affidavit, and such other and further documents as reasonably shall be required to consummate the transaction contemplated by this Agreement. At the Closing, and subject to performance by Seller, Buyer shall pay the Purchase Price, less any Earnest Money credited to Seller, in cash or other immediately available funds, and shall execute and deliver such documents as reasonably shall be required to consummate the transaction contemplated by this Agreement. The Deed shall include the following statement: "Grantor warrants that Grantor has not done or suffered anything to encumber the property, EXCEPT: any and all encumbrances, restrictions, easements or other instruments of record."

At the Closing, each party will pay closing costs which are normally allocated to buyers and sellers in a real estate transaction, and shall share equally any closing or escrow fees charged by the Title Company.

6. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** Real estate taxes and installments of special assessments due and payable in and for the year of Closing shall be prorated between Seller and Buyer on a calendar year basis to the actual Closing Date. Seller shall pay all real estate taxes and special assessments due and payable in the years before Closing. Buyer shall assume and pay all real estate taxes due and payable in the year following Closing and thereafter, and any special assessments payable from and after the Closing Date. Seller makes no representation concerning the amount of future real estate taxes or of future special assessments.

7. **CONDITION OF PROPERTY; AS IS; ALL FAULTS.** Within five (5) business days after the Effective Date, Seller shall make available to Buyer the following items in Seller's possession: ALTA Survey, wetland delineation report, and soil boring reports, but specifically excluding any environmental reports, confidential communications and proprietary work product. With respect to any information Buyer provides Seller pursuant to this Agreement, Seller acknowledges and agrees that (i) Buyer makes no covenant, representation or warranty whatsoever as to such information, including without limitation, its content, reliability, accuracy or completeness, (ii) if Seller uses or relies thereon, Seller does so solely at Seller's own risk, and Buyer makes no representation, warranty or assurance as to whether Seller has any right to use or rely thereon, (iii) Buyer shall have no duty to advise Seller of any misrepresentations, misstatements, mistakes, errors or other inaccuracies contained in such information, and (iv) Buyer shall have no liability, and is hereby released from all liability to Seller, its successors and/or assigns, with respect to such information, including, without limitation, any liability of misrepresentations, misstatements, mistakes, errors or other inaccuracies contained in such documents or information. This Section 7 shall survive the termination of this Agreement.

Except as expressly provided in this Agreement, Buyer accepts the Property "AS IS, WHERE IS AND WITH ALL FAULTS." EXCEPT FOR AND SUBJECT TO THE EXPRESS REPRESENTATIONS SET FORTH IN SECTION 9, ANY OTHER REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF THE PHYSICAL CONDITION (INCLUDING ENVIRONMENTAL CONDITION) OF THE PROPERTY ARE VOID. Buyer acknowledges that it and its representatives have or before Closing will have fully inspected the Property or will be provided with an adequate opportunity to do so, and are or will be fully familiar with the financial and physical (including without limitation environmental) condition thereof. Buyer acknowledges that neither Seller, nor any agent or employee of Seller nor any other party acting on behalf of Seller has made or shall be deemed to have made any such agreement, condition, representation or warranty either expressed or implied, other than as set forth in this Agreement. This paragraph shall survive Closing and delivery of the deed.

Except as expressly provided in this Agreement, Buyer hereby releases Seller and Seller's representatives, attorneys and agents from any and all claims, demands, causes of actions, losses, damages, liabilities, costs and expenses (including attorney's fees whether the suit is instituted or not) whether known or unknown, liquidated or contingent (hereinafter collectively called the "Claims") arising from or relating to any other conditions of any kind whatsoever, including environmental and other physical conditions, affecting the Property whether the same are a result of negligence or otherwise. The release set forth in this paragraph specifically includes, without limitation, any claims under any environmental laws of the United States (including, without limitation, claims for contribution under Section 113 of the Comprehensive Environmental Response, Compensation and Liability act [42 U.S.C.A. 9613]), the State of Minnesota or any political subdivision thereof or under the Americans with Disabilities Act of 1990, as any of those laws may be amended from time to time and any regulations, orders, rules of procedure or guidelines promulgated in connection with such laws, regardless of whether they are in existence on the date of this Agreement. This paragraph shall survive Closing and delivery of the deed.

8. **BROKERAGE.** Buyer and Seller represent that neither party is represented by a real estate agent or broker and no brokerage commissions are due any third parties as a result of this transaction. Each party shall indemnify the other against any claim of any broker claiming by, through or under such indemnifying party.

9. **REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to and covenants with Buyer that:

(a) Seller is (or will be as of the Closing Date) the owner of fee simple title to the Property; Seller has the power and authority to enter into and perform the terms and conditions of this Agreement, and such performance will not conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which Seller is a party or by which it is bound, or constitute a default under any of the foregoing; and this Agreement is valid, binding and enforceable against Seller in accordance with its terms.

(b) Seller has not received any notice of, and Seller has no actual knowledge of, any violation of any law, municipal ordinance or other governmental requirement affecting the Property, including without limitation any notice of any fire, health, safety, building,

pollution, environmental or zoning violation, but specifically excluding any such ordinance of the City of Shakopee.

(c) Seller has not received any written notice of any condemnation or eminent domain proceedings, or negotiations for purchase in lieu of condemnation, relating to the Property, or any portion thereof; and Seller has no actual knowledge that any condemnation or eminent domain proceedings have been commenced or threatened in connection with the Property or any portion thereof.

(d) No litigation or proceedings are pending or, to Seller's actual knowledge, contemplated, threatened or anticipated, relating to the Property or any portion thereof.

(f) To Seller's knowledge, there are no tenants, persons or entities occupying any portion of the Property, and no claim exists against any portion of the Property by reason of adverse possession or prescription.

(g) Except as may be set forth in any development agreements with the City of Shakopee, there is no obligation with respect to the Property for any assessment, annexation fee, payment, donation or the like (other than general real estate taxes and special assessments).

(h) There has been no labor or material furnished to the Property on behalf of or at the request of Seller in the past 120 days for which payment has not been made, or if there has been or will be labor or material furnished to the Property at Seller's request and for which mechanic's lien rights may attach, Seller shall pay the same and otherwise indemnify and defend Buyer against any such liens.

If, prior to the Closing Date, Seller obtains knowledge of a fact or circumstance the existence of which would constitute a breach by Seller of its representations and warranties hereunder or would render any such representations and warranties materially untrue or incorrect, Seller shall promptly notify Buyer in writing of the same. Under said circumstances Buyer, at its option, may terminate this Agreement by notice to Seller prior to completion of the Closing or proceed to Closing. If Buyer timely gives such notice, the Earnest Money shall be returned to Buyer and neither Seller nor Buyer shall have any further rights or obligations under this Agreement except for the Surviving Obligations.

All representations, warranties, covenants, indemnities and undertakings made herein shall be deemed remade as of the Closing Date, shall be true and correct as of the Closing Date, shall be deemed to be material and to have been relied upon by Buyer notwithstanding any investigation or other act of Buyer heretofore or hereafter made, and shall survive for a period of one (1) year after the Closing Date. Notwithstanding the foregoing, consummation of this Agreement by Buyer with actual knowledge of any breach by Seller will constitute a waiver or release by Buyer of any claims due to such breach.

As used in this Agreement, terms such as "to Seller's knowledge," "to Seller's actual knowledge," "Seller has no actual knowledge of," "to the best of Seller's knowledge," "Seller's awareness" or like phrases mean the actual present and conscious awareness or knowledge of Joe Jablonski (the "Seller Representative"), without any duty of inquiry or investigation; provided that so qualifying Seller's knowledge shall in no event give rise to any personal liability on the part of the

Seller Representative or any officer or employee of Seller, on account of any breach of any representation or warranty made by Seller herein. Said terms do not include constructive knowledge, imputed knowledge, or knowledge Seller or such persons do not have but could have obtained through further investigation or inquiry.

Buyer hereby represents, warrants and covenants to Seller that (i) Buyer is a Minnesota municipal utility commission and has the power to enter into this Agreement and carry out its obligations hereunder, and (ii) the signatories to this Agreement represent that they are authorized to execute this Agreement on behalf of Buyer.

10. **POSSESSION.** Seller shall deliver possession of the Property not later than the completion of the Closing.

11. **EXAMINATION OF TITLE.** Title examination will be conducted as follows:

A. Seller's Title Evidence. Seller shall furnish to Buyer a commitment (the "Title Commitment") for an ALTA Form B Owner's Policy of Title Insurance, certified to date to include proper searches covering bankruptcies, State and Federal judgments and liens, issued by the Title Company, committing the title insurer to insure Buyer's title to the Property and including affirmative insurance for any appurtenant easements, with policy limits in the amount of the Purchase Price.

B. Title Review. Buyer shall be allowed until the earlier of (i) fifteen (15) business days after receipt of the Title Commitment and (ii) the Closing Date, for examination of title ("Title Review Period") and making of objections. Objections will be made in writing or be deemed waived. If Buyer does not approve of any title matters, Buyer may terminate this Agreement by written notice to Seller on or before the expiration of the Title Review Period, the Earnest Money shall be returned to Buyer and neither Seller nor Buyer shall have any further rights or obligations under this Agreement except for the Surviving Obligations.

C. Corrections to Title. If any objections to title to the Property are made as provided above, Seller will be allowed thirty (30) days in which to make title marketable; provided Seller has no obligation to cure any title matters. Pending correction of title, Closing will be postponed (not to exceed 30 days); but upon correction of title or waiver of the specified defects by Buyer, Closing will be held on the date scheduled for Closing or, if later, ten (10) days after the objections are cured or waived. If title is not made marketable or the objections are not waived by Buyer within thirty (30) days (the "Determination Deadline") after the date Buyer gives written objection to title to the Property, then Buyer may terminate this Agreement and the Earnest Money will be returned to Buyer and neither party will have any further obligations under this Agreement except for the Surviving Obligations. If Buyer does not terminate as provided herein, then Buyer shall proceed with consummation of the closing within ten (10) days after the Determination Deadline.

12. **DEFAULT AND REMEDIES.**

A. Buyer's Default. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may cancel this Agreement, retain the Earnest Money, and sue Buyer for damages for breach of this Agreement and its

costs and reasonable attorneys' fees provided such action is commenced not later than six (6) months after such cause of action arose.

B. Seller's Default. If Seller defaults in any of the agreements herein, Buyer, as its sole remedies, may cancel this Agreement and receive a refund of the Earnest Money, or may sue Seller for specific performance provided such action is commenced not later than six (6) months after such cause of action arose, and Buyer waives all other remedies at law or in equity.

TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.

13. **NOTICES.** All communications, demands, notices or objections permitted or required to be given or served under this Agreement shall be in writing and, except as otherwise expressly provided in this Agreement, shall be deemed to have been duly given or served on the earliest to occur of: when delivered in person to the other party or its duly authorized agent; or one (1) business day after delivery to a same-day or overnight prepaid courier service; or two (2) business days after deposit with the United States Postal Service, postage prepaid, certified or registered mail, return receipt requested, in each case addressed to the other party at the address set forth at the beginning of this Agreement. Either party may change its address by giving at least ten (10) days' notice of such change to the other party. Buyer shall provide a copy of any notice given to Seller to: Vantage Law Group, PLLC, Attn: Jerry Perron, 125 SE Main St., Suite 250, Minneapolis, MN 55414. Seller shall provide a copy of any notice given to Buyer to: Barna, Guzy & Steffen Ltd., Attn: Carla J. Pedersen, 200 Coon Rapids Blvd NW, Suite 400, Minneapolis, MN 55433-5894.

14. **SELLER'S DISCLOSURES.** Seller's disclosures attached hereto as Exhibit A are incorporated in this Agreement as representations and warranties to Seller's knowledge, as if fully set forth in this Section 14. Buyer hereby acknowledges that the sale and purchase contemplated by this Agreement is exempt from the disclosure requirements of Minnesota Statutes Sections 513.52 to 513.60.

15. **WAIVER.** The parties may waive any provision of this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Agreement, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person or entity.

16. **AMENDMENT.** The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement and is signed by both parties.

17. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which when executed is considered an original, but all of which together shall constitute one instrument. Separate signature pages may be signed by various parties and each complete set of pages hereto, with signature pages signed by each party, shall constitute one original of this Agreement. This Agreement may be delivered by email and the parties agree to accept and be bound by email signatures. Either or all parties may execute this Agreement by facsimile or .pdf signature (including signatures generated using electronic signature technology (e.g., DocuSign or similar

technology))), and any such facsimile, .pdf or electronic signature shall be deemed an original signature.

18. **SUCCESSORS OR ASSIGNS.** The terms, conditions, covenants, and agreements of this Agreement extend to and are binding upon Seller, Buyer, and their respective heirs, administrators, executors, legal representatives and permitted successors, subtenants, and assigns, if any, and upon any person or entity coming into ownership or possession of any interest in the Property by operation of law or otherwise. Buyer may not assign this Agreement without Seller's consent, which may be withheld in Seller's reasonable discretion.

19. **THIRD-PARTY BENEFICIARIES.** This Agreement does not and is not intended to confer any rights or remedies upon any person or legal entity other than the signatories.

20. **WAIVER OF JURY TRIAL. EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED, OR HAS HAD THE OPPORTUNITY TO RECEIVE THE ADVICE OF COMPETENT COUNSEL.**

21. **MINNESOTA LAW.** This Agreement shall be governed by the laws of the State of Minnesota.

22. **REPURCHASE RIGHTS.** If within two (2) years following the Closing, Buyer determines, in its sole discretion, that the Property is not suitable for its intended uses, Buyer will provide Seller with the option to repurchase the Property at the same Purchase Price stated in Section 3. Following receipt of Buyer's notice of Seller's right to repurchase the Property, Seller shall have thirty (30) days to notify Buyer of its acceptance of Buyer's offer, at which time the parties will work towards closing on the repurchase of the Property with an anticipated closing no later than thirty (30) days following Buyer's notice of its desire to repurchase the Property. In the event of Seller's repurchase of the Property, Buyer will convey the Property free and clear of all title matters except those existing as of the date of Closing on the sale of the Property to Buyer. Buyer will pay all special assessments affecting the Property and the parties shall pro-rate real property taxes as of the Closing Date. This provision of the Agreement shall survive closing.

[Signatures on following page.]

To evidence their agreement to the foregoing, the parties have duly executed this Agreement effective as of the date indicated above.

SELLER:

U.S. Home, LLC, a Delaware limited liability company

By: _____

Joe Jablonski

Its: Vice President

Date: _____, 2026

BUYER:

Shakopee Public Utility Commission

By: _____

Its: _____

Date: _____, 2026

EXHIBIT A

Disclosures for Sale of Non-Residential Property

- A. WELL DISCLOSURE.** Pursuant to Minnesota Statutes Section 103I.235 *[check one of the following:]*
- ☒ Seller certifies that Seller does not know of any wells on the real property and will so certify on the Deed or Contract for Deed delivered at closing.
- ☐ Seller certifies there are one or more wells located on the real property and Seller's disclosure is continued on the attached *Well Disclosure Statement*. *[If this option is selected, attach a copy of Well Disclosure Statement, M.S.B.A. Real Property Form No. 21.]*
- B. SEWAGE TREATMENT SYSTEM DISCLOSURE.** Pursuant to Minnesota Statutes Section 115.55 *[check only one from (1), (2 and (3):]*
- ☐ (1) Seller certifies that sewage generated at the Property goes to a facility permitted by the Minnesota Pollution Control Agency (for example, a city of municipal sewer system).
- ☐ (2) Seller certifies that sewage generated at the Property does not go to a facility permitted by the Minnesota Pollution Control Agency and Seller's disclosure of the sewage system is continued on the attached *Disclosure of Sewage Treatment System*. *[If this option is selected, attach a copy of Disclosure of Sewage Treatment System, M.S.B.A. Real Property Form No. 14.]*
- ☒ (3) Seller certifies that no sewage is generated at the Property.
- [and also check either (4) or (5):]*
- ☐ (4) Seller has no knowledge whether there is an abandoned subsurface sewage treatment system on the Property.
- ☒ (5) Seller knows there *[select one:]* ☐ **are** ☒ **are no** abandoned subsurface sewage treatment systems on the Property. *[If Seller discloses the existence of an abandoned subsurface sewage treatment system on the Property, attach a copy of Disclosure of Sewage Treatment System, M.S.B.A. Real Property Form No. 14.]*
- C. METHAMPHETAMINE DISCLOSURE.** Pursuant to Minnesota Statutes Section 152.0275, Subd. 2(m), Seller hereby certifies that *[check only one box, either (1) or (2):]*
- ☒ (1) Seller is not aware of any methamphetamine production that has occurred on the Property.
- ☐ (2) Seller is aware that methamphetamine production has occurred on the Property, and Seller's disclosure is continued on the attached *Methamphetamine Disclosure Statement*. *[If this option is selected, attach a copy of Methamphetamine Disclosure Statement, M.S.B.A. Real Property Form No. 22.]*
- D. NOTICE OF AIRPORT ZONING REGULATIONS.** If airport zoning regulations affect this real property, a copy of those airport zoning regulations as adopted can be viewed or obtained at the office of the county recorder where the zoned area is located.
- E. CEMETERY DISCLOSURE.** Minnesota Statutes Section 307.08 prohibits any damage or illegal molestation of human remains, burials or cemeteries. Seller certifies that Seller *[select one:]* ☐ **is** ☒ **is not** aware of any human remains, burials or cemeteries on the Property.



9d

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 *GD*
FROM: Ryan Halverson, P.E., Director of Water Engineering and Operations *RH*
SUBJECT: Accept Bids and Award Contract for Tank 4 Rehabilitation
DATE: October 5, 2026

ISSUE

Shakopee Public Utilities staff has received bids for rehabilitation and recoating of elevated storage Tank 4. Staff is seeking Commission approval to accept the bids and award the contract for the Tank 4 Rehabilitation project.

BACKGROUND

SPU has a project in the 5-year Capital Improvement Plan to rehabilitate, clean, repair, and repaint a 0.5MG elevated storage Tank 4 in the 1-HES zone located at Dominion Avenue. SPU staff, along with engineering consultant KLM Engineering, has developed construction plans and specifications for the project.

In accordance with Minnesota Statute Section 471.347 Uniform Municipal Contracting Law, bids were solicited and opened on September, 24, 2026. Nine bids were received and opened during the public bid opening and Tanksco, Inc., from Decatur, TX was the apparent low bidder in the amount of \$565,500.00. A complete bid tabulation can be found attached to this memo.

DISCUSSION

Tanksco, Inc. has completed several tower rehabilitation projects in Minnesota, including a tower in Carver, MN in 2024 and another in Duluth/Proctor this year. Attached to this memo is an award recommendation letter from KLM Engineering, recommending Tanksco, Inc. KLM advises that they met the contract standards, obligations, performed quality work and were very responsive throughout the project.

Project Budget:

Low Bid (Tanksco, Inc.)	\$ 565,500
15% Construction Contingency	\$ 84,500
Construction Services Contract (KLM Eng.)	\$ 100,000
<u>Engineering & Operations (SPU)</u>	<u>\$ 10,000</u>
Total Proposed Project Cost	\$ 760,000

The 2026 CIP Budget for the Tank 9 project is \$2,080,000, allocated for use in 2027. Although staff is asking for approval of the contract in 2026, the rehabilitation project will happen in spring/summer of 2027.

FUNDING

All of the cost associated with the engineering design, administration and rehabilitation of the proposed elevated storage Tank 4 Rehabilitation project is proposed to be paid for by the Operating Fund. The 2027 CIP budget will be updated with the proposed project budget.

REQUESTED ACTION

Staff is requesting that the Commission accept all bids and motion to award the elevated storage Tank 4 Rehabilitation project to Tanksco, Inc. in the amount of \$565,500 and authorizing a project budget in the amount of \$760,000.



September 28, 2026

Ryan Halverson
Director of Water Engineering and Operations
Shakopee Public Utilities
255 Sarazin Street
Shakopee, MN 55379

by Email

RE: Bid evaluation for the Cleaning, Repairing, & Painting of the 500,000-Gallon Elevated Reservoir (Tower Number Four) for Shakopee Public Utilities, Shakopee, MN. Owner Work Order No. 3012; KLM Project No. 2490-25

Mr. Halverson,

The project bid opening was held on Thursday, September 24th, 2026 at 2:00 PM CST. A total of nine qualified bids were received. Bids were received through QuestCDN's online bidding platform and opened publicly via webcast. Bids received were as follows:

Bidders	Base Bid
Tanksco Inc.	\$565,500.00
O&J Coatings Inc	\$635,000.00
JR Stelzer Co.	\$653,740.00
Classic Protective Coatings, Inc.	\$663,600.00
O&A Classic Coatings and Paintings Corp.	\$681,500.00
Tankez Coatings, Inc.	\$699,500.00
BRZ Coatings Inc	\$737,000.00
Viking Industrial Painting	\$759,700.00
Maguire Iron, Inc.	\$875,000.00
Engineer's Estimate	\$675,000.00

The low bidder, Tanksco Inc., provided documentation that meets or exceeds the specified qualifications requirements. They are a newer company that has been the general contractor on several KLM Engineering (KLM) projects in the last two years. With those projects, they met the standards and obligations, performed quality work, and were very responsive and accommodating to changes encountered. KLM also has had positive experiences with their staff when they were employees of another contractor, prior to their formation of Tanksco Inc.



Corporate Office

1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

Tanksco, Inc. has confirmed they are comfortable honoring their proposed amount above and expressed an understanding of the Project Requirements. Considering their favorable bid and positive work history, KLM recommends awarding the contract to Tanksco Inc. for their Base Bid amount of \$565,500.00.

Please feel free to contact me with any questions.

Sincerely,

KLM Engineering Inc.

Benjamin Feldman, PE
Manager of Engineering



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September 30, 2026

TO: Greg Drent, General Manager *GD*

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

SUBJECT: Approval of Water Tower Design for Tower #9

Overview

Construction is underway for Tank #9 at the intersection of Marshall Road and Wood Duck Trail. Situated at the top of Marshall hill, in our second-high elevation zone, this tower will be highly visible to daily traffic moving north and south, in and out of our community. Future redesigns of County Rd 17 will route even more traffic through this corridor, establishing this tower as a prominent landmark and a welcoming gateway into our city.

We are nearing a critical construction phase where a final decision is needed for the tower's final coating and graphic design. The primary color of the column and tower will be Tenemec Warm Sun. This choice provides consistency across utility infrastructure. The color will complement the existing ground storage tank adjacent to the new tower and it also matches Tank #8 located on the west side of town. Any branding, lettering or detail added to the solid base coat color is considered a custom design. Two options for custom designs include:

Option #1– Standard Branding (SPU logo and SHAKOPEE).



SHAKOPEE will be black lettering and positioned on the north and south sides of the tank. The SPU full-color logo will be on the east and west sides of the tank.

Option #2– Community-Themed Graphic (River, Cityscape and Prairie)



The text "SHAKOPEE" will be positioned on the north and south sides along with the primary graphic design (a river leading to the cityscape of Shakopee framed by rolling fields, oak trees and prairie grasses). SPU's branded 'electrified water drop' will be located in the "O" of SHAKOPEE. East and west sides are a



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continuation of the landscape scene, completing a 180° design that wraps each side of the tank for a seamless effect.

Costs - The overall construction budget for Water Tower #9 is approximately \$5.5 million. This includes a \$400,000 line item dedicated to the overall coating of the tower, with an additional \$20,000 included for standard branding (Option #1). The incremental cost for the community-themed design (Option #2) is \$106,000. Based on the highly positive community feedback received for Tower #3, investing an additional 1.9% of the project budget for such a highly visible landmark, and a beautiful design with a visual nod to environmental conservation, could further enhance our public image.

Action Requested

Staff is requesting the Commission select one of two options above so the construction of Tank #9 can proceed on schedule.