# MOORHEAD PUBLIC SERVICE COMMISSION

# MEETING AGENDA

**Tuesday, November 17, 2026 - 4:30 PM**

**Hjemkomst Center**
**202 First Avenue North, Moorhead**
****Auditorium****

Commissioners:
Matthew Leiseth, Chairperson
Paul Baker, Vice Chairperson
Lisa Borgen, Secretary
Amy Lammers
Steve Lindaas
Jason Ness

Travis L. Schmidt, General Manager

The Moorhead Public Service Commission welcomes and encourages customer input on issues listed on the agenda or of general water/electric utility interest—time and Commission permitting. Speakers are limited to 3-minute presentations. Customers wishing to address the Commission regarding a specific agenda item will be afforded an opportunity during the discussion of that item. Customers wishing to speak on matters not listed on the agenda will be given the opportunity to do so under the heading "Customers to Be Heard/Recognitions." Each person requesting the opportunity to speak is asked to fill out a *Request to Speak Form (*located on the table in the back of the room) and present it to the Administrative Assistant in attendance at the meeting. Any follow-up or feedback will be done by e-mail on anything that cannot be resolved this evening.

**1. Call to Order**

**2. Approve Agenda**

**3. Approve Consent Agenda**

All agenda items listed with an asterisk (*) are on the consent agenda and are considered routine or non-controversial. These items may be enacted by the Commission in one motion, which is a motion to approve the consent agenda. No discussion is expected for the items on the consent agenda; however, prior to approving the consent agenda, the Commission may request specific items be removed from the consent agenda for discussion and separate action.

***4. Approve Minutes of October 20, 2026**

***5. Approve Bills for Payment**

**6. Customers to Be Heard/Recognitions**

**7. Old Business**

8. **Reports**
   a. **City Council**
   b. **Public Service Commission**
   c. **General Manager's Report**

*9. **Approve Specifications and Authorize Advertisement for Bids for Furnishing Control Enclosures at MPS' Northeast and Southeast Substations**

10. **Award Bids for 2027 Water Treatment and Wastewater Treatment Chemicals**

*11. **Approve 2027 Farm Lease Agreement**

12. **Approve MPS' Backflow Prevention and Cross-Connection Control Program**

13. **Approve Professional Services Agreement with HydroCorp, Inc., for Backflow Prevention and Cross-Connection Control Program**

*14. **Approve Annual Agreement with The Salvation Army for 2026/2027 HeatShare Program**

15. **Approve Agreement for Compensation Services with Flaherty & Hood, P.A.**

16. **Approve Electric Fund Transfer Agreement for 2027-2031 with City of Moorhead**

*17. **Approve 2027 Commission Meeting Schedule**

18. **Close Meeting for Executive Session (if needed)**

19. **Upcoming Meetings**
   a. **Public Service Commission Meetings**
      **December 8, 2026 (if needed)**
      **December 15, 2026 (Rescheduled from December 22, 2026)**
   b. **Meeting Opportunities for Commissioners**[(A)]
      - **Midwest Energy Summit**
        November 18, 2026, West Fargo, ND
      - **APPA's 2027 Legislative Rally**
        March 1-3, 2027, Washington, DC

20. **Adjourn**

**How to obtain Public Service Commission agendas:**
View on the Internet. Any attachments that are not available online may be viewed at the offices of Moorhead Public Service. E-mail subscription: mps@mpsutility.com
Request a copy at MPS' Business Office located at 2901 S. Frontage Road, Suite 2, Moorhead, MN 56560. Upon request, accommodations for individuals with disabilities, language barriers, or other needs to allow participation in Commission meetings will be provided. To arrange assistance, call Moorhead Public Service at 218.477.8003 (voice) or 711 (TDD/TTY).****Moorhead Public Service Commission meetings are broadcast live on Channel 12-Moorhead Community Access Television in Moorhead and digital Channels 67 and 68 for the metro area.****

**Some members of the Moorhead Public Service Commission may be attending today's meeting via interactive technology.**

[(A)] APPA = American Public Power Association - www.publicpower.org
MMUA = Minnesota Municipal Utilities Association - www.mmua.org
MRES = Missouri River Energy Services - www.mrenergy.com
AWWA = American Water Works Association - www.awwa.org
MN AWWA = American Water Works Association-Minnesota Section - www.mnawwa.org
MRWA = Minnesota Rural Water Association - www.mrwa.com

# Minutes of the Moorhead Public Service Commission
## Hjemkomst Center, Auditorium
## Tuesday, October 20, 2026 – 4:30 PM

**MEMBERS PRESENT:** Paul Baker (Interactive Technology—Personal), Amy Lammers, Matthew Leiseth, Steve Lindaas, and Jason Ness

**MEMBERS ABSENT:** Lisa Borgen

**OTHERS PRESENT:** General Manager Travis Schmidt; Staff Members Adam Benhardt, Cheryl Glasoe, Taylor Holte, Katie Kemper, Jake Long, Mark Moilanen, Andrew Nord, Marc Pritchard, and Alison Skansgaard; MPS Attorney John Boulger; Representative from *The Forum*; MPS Customer Jay Lere

### 1. CALL TO ORDER.

Chairperson Leiseth called the meeting to order at 4:39 PM. A quorum of the following members was present: Baker, Lammers, Leiseth, Lindaas, and Ness.

### 2. APPROVE AGENDA.

***Commissioner Lindaas made a motion to approve the agenda. Commissioner Ness seconded the motion. The motion passed with a 5-0 vote. Voting Yes: Baker, Lammers, Leiseth, Lindaas, and Ness. Voting No: None.***

### 3. APPROVE CONSENT AGENDA.

***Commissioner Lindaas made a motion to approve the consent agenda. Commissioner Ness seconded the motion. The motion passed with a 5-0 vote. Voting Yes: Baker, Lammers, Leiseth, Lindaas, and Ness. Voting No: None.***

[The consent agenda approved above includes all items shown herein with an asterisk (*). These items were considered routine or non-controversial by the Commission and were enacted by the Commission in one motion, which is the motion above to approve the consent agenda.]

### *4. APPROVE MINUTES OF SEPTEMBER 22, 2026.

***Commissioner Lindaas made a motion to approve the minutes of September 22, 2026. Commissioner Ness seconded the motion. The motion passed with a 5-0 vote. Voting Yes: Baker, Lammers, Leiseth, Lindaas, and Ness. Voting No: None.***

### *5. APPROVE BILLS FOR PAYMENT.

***Commissioner Lindaas made a motion to approve the bills for payment. Commissioner Ness seconded the motion. The motion passed with a 5-0 vote. Voting Yes: Baker, Lammers, Leiseth, Lindaas, and Ness. Voting No: None.***

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***6. APPROVE SPECIFICATIONS AND AUTHORIZE ADVERTISEMENT FOR BIDS FOR FURNISHING MAJOR MATERIALS AT MPS' NORTHEAST AND SOUTHEAST SUBSTATIONS.**

***Commissioner Lindaas made a motion to approve the specifications and authorize advertisement for bids for furnishing major materials at Moorhead Public Service's Northeast and Southeast Substations, contingent upon final legal approval. Commissioner Ness seconded the motion. The motion passed with a 5-0 vote. Voting Yes: Baker, Lammers, Leiseth, Lindaas, and Ness. Voting No: None.***

***7. APPROVE TASK ORDER NO. 16 WITH APEX ENGINEERING GROUP FOR ENGINEERING SERVICES FOR MPS' 2027 WATERMAIN IMPROVEMENT PROJECTS.**

***Commissioner Lindaas made a motion to approve Task Order No. 16 with Apex Engineering Group, Inc., for engineering services associated with Moorhead Public Service's 2027 Watermain Improvement Projects in an amount not to exceed $123,778, contingent upon final legal approval. Commissioner Ness seconded the motion. The motion passed with a 5-0 vote. Voting Yes: Baker, Lammers, Leiseth, Lindaas, and Ness. Voting No: None.***

***8. APPROVE AGREEMENT WITH USI CONSULTING GROUP FOR GASB 75 COMPLIANCE.**

***Commissioner Lindaas made a motion to approve the Agreement for Consulting Services with USI Consulting Group, Inc., to utilize Hildi Incorporated, a Division of USI Consulting Group, for services to comply with Governmental Accounting Standards Board Statement 75, Other Post-Employment Benefits. Commissioner Ness seconded the motion. The motion passed with a 5-0 vote. Voting Yes: Baker, Lammers, Leiseth, Lindaas, and Ness. Voting No: None.***

**9. CUSTOMERS TO BE HEARD/RECOGNITIONS.**

There were no customers to be heard.

General Manager Travis Schmidt recognized Moorhead Public Service's (MPS') Water Plant Operator Ryan Knutson on reaching his 5-year employment milestone.

**10. OLD BUSINESS.**

There was no old business to discuss.

**11. REPORTS.**

**City Council**
No report was made.

**Public Service Commission.**
No report was made.

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**General Manager's Report.**
General Manager Travis Schmidt provided an introduction to the General Manager's Report, which included MPS hosting a community engagement event for Public Power Week, MPS' Water Treatment Plant lab audit, Imagine A Day Without Water annual event, staff's participation in the Red River Water Festival and Pumpkin Party Pick-Up, and a thank you note from Moorhead Sausage Fest.

Water Plant Manager Marc Pritchard provided an overview of the Water Treatment Plant's lab audit, the social media shared on Imagine A Day Without Water, and the Red River Water Festival activities.

**Accept Report #1 on MPS' Proposed 2027 Budget.**
Administration and Finance Manager Mark Moilanen provided an update on MPS' proposed 2027 budget. Moilanen stated that MPS is proposing overall increases of 2.5 percent for electric rates and 5.25 percent for water rates for 2027.

***Commissioner Ness made a motion to accept Report #1 on Moorhead Public Service's proposed 2027 Budget and Strategic Plan. Commissioner Lindaas seconded the motion. The motion passed with a 5-0 vote. Voting Yes: Baker, Lammers, Leiseth, Lindaas, and Ness. Voting No: None.***

**Accept Report on Electric Service Extension Surcharges.**
Construction Manager Adam Benhardt provided a brief overview of MPS' Electric Service Extension Surcharges. Benhardt responded to questions of the Commission.

***Commissioner Ness made a motion to accept the report on the review of the Electric Service Extension Surcharges that are outlined in the Commission's Policy on Service Extensions. Commissioner Lammers seconded the motion. The motion passed with 5-0 vote. Voting Yes: Baker, Lammers, Leiseth, Lindaas, and Ness. Voting No: None.***

**Accept Report on MRES' Smart Energy Squad School Program.**
Electric Project Engineer Taylor Holte provided information on MRES' Smart Energy Squad School Program. Holte responded to questions of the Commission. Discussion was held.

***Commissioner Lindaas made a motion to accept the report on Missouri River Energy Services' Smart Energy Squad School Program and the Smart Energy Squad Annual Summary Report for 2025-2026. Commissioner Ness seconded the motion. The motion passed with a 5-0 vote. Voting Yes: Baker, Lammers, Leiseth, Lindaas, and Ness. Voting No: None.***

## 12. APPROVE MOORHEAD'S CONTINUATION OF 100 PERCENT NET-ZERO CARBON POWER SUPPLY THROUGH MRES' BRIGHT ENERGY CHOICES PROGRAM FOR 2027.

Electric Project Engineer Taylor Holte provided information on MRES' Bright Energy Choices Program for 2027. Holte responded to questions of the Commission. Discussion was held.

***Commissioner Ness made a motion to approve the continuation of Moorhead having a 100 percent net-zero carbon power supply through participation in Missouri River Energy Services' Bright Energy Choices Program for 2027. Commissioner Lammers seconded the motion. The motion passed with a 5-0 vote. Voting Yes: Baker, Lammers, Leiseth, Lindaas, and Ness. Voting No: None.***

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## 13. AWARD BID FOR 2026/2027 TREE TRIMMING.

Construction Manager Adam Benhardt provided an overview of the tree trimming planned for Moorhead's south side in 2026 and 2027. Benhardt responded to questions of the Commission. Discussion was held.

***Commissioner Ness made a motion to award the bid for 2026/2027 Tree Trimming to Carr's Tree Service, Inc., in the amount of $298,900, as shown on the attached Bid Tabulation Sheet attached hereto and made a part of these minutes. Commissioner Lindaas seconded the motion. The motion passed with a 5-0 vote. Voting Yes: Baker, Lammers, Leiseth, Lindaas, and Ness. Voting No: None.***

## 14. APPROVE GENERAL MANAGER'S PERFORMANCE EVALUATION/COMPENSATION.

### 14a. Approve Summary of Conclusions of Performance Evaluation of the General Manager.

Chairperson Leiseth read the Summary of Conclusions of Performance Evaluation of the General Manager.

### 14b. Approve Compensation for the General Manager.

***Commissioner Ness made a motion to approve the summary of conclusions of the performance evaluation of the General Manager and a one-step compensation adjustment for the General Manager based on the General Manager's recent performance evaluation. Commissioner Lammers seconded the motion. The motion passed with a 5-0 vote. Voting Yes: Baker, Lammers, Leiseth, Lindaas, and Ness. Voting No: None.***

## 15. APPROVE SPONSORSHIP REQUEST FROM SPREAD YOUR SUNSHINE FOR THE JOY PROJECT.

General Manager Travis Schmidt provided a brief overview of the sponsorship request from Spread Your Sunshine for the Joy Project.

***Commissioner Lindaas made a motion to approve the sponsorship request from Spread Your Sunshine for The Joy Project in the amount of $2,500. Commissioner Ness seconded the motion. The motion passed with a 5-0 vote. Voting Yes: Baker, Lammers, Leiseth, Lindaas, and Ness. Voting No: None.***

## 16. APPROVE AMENDED POLICY ON PAYROLL ADMINISTRATION.

General Manager Travis Schmidt provided an overview of the amended Commission Policy on Payroll Administration.

***Commissioner Lindaas made a motion to approve the amended Policy on Payroll Administration. Commissioner Lammers seconded the motion. The motion passed with a 5-0 vote. Voting Yes: Baker, Lammers, Leiseth, Lindaas, and Ness. Voting No: None.***

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## 17. PUBLIC HEARING.

**17a. Reading of Rules of Conduct.**
Chairperson Leiseth read the "Rules Governing the Conduct of Rate Hearings" from Article 5, Section 7, of the Commission's Bylaws.

**17b. Conduct Electric Rate Hearing.**
***Commissioner Lindaas made a motion to open the electric rate hearing. Commissioner Ness seconded the motion. The motion passed with a 5-0 vote. Voting Yes: Baker, Lammers, Leiseth, Lindaas, and Ness. Voting No: None.***

General Manager Travis Schmidt presented on the proposed 2.5 percent electric rate increase for 2027.

No customer comments were made on the proposed electric rate increase.

***Commissioner Lindaas made a motion to close the electric rate hearing. Commissioner Lammers seconded the motion. The motion passed with a 5-0 vote. Voting Yes: Baker, Lammers, Leiseth, Lindaas, and Ness. Voting No: None.***

**17c. Conduct Water Rate Hearing.**
***Commissioner Ness made a motion to open the water rate hearing. Commissioner Lindaas seconded the motion. The motion passed with a 5-0 vote. Voting Yes: Baker, Lammers, Leiseth, Lindaas, and Ness. Voting No: None.***

General Manager Travis Schmidt presented on the proposed 5.25 percent water rate increase for 2027.

No customer comments were made on the proposed water rate increase.

***Commissioner Ness made a motion to close the water rate hearing. Commissioner Lammers seconded the motion. The motion passed with a 5-0 vote. Voting Yes: Baker, Lammers, Leiseth, Lindaas, and Ness. Voting No: None.***

**17d. Schedule of Rate Adoption.**
Chairperson Leiseth read the Schedule of Rate Adoption, which states that written comments will be received for 30 days from the date of this hearing, and no action will be taken on the rates until 30 days from the date of this rate hearing. For comments to be considered by the Commission, written comments should be emailed to mps@mpsutility.com or be postmarked no later than Thursday, November 19, 2026, and mailed to the Moorhead Public Service Commission, P.O. Box 779, Moorhead, MN 56561-0779. The person providing the comments must provide their name and address along with the comments. A formal decision regarding MPS' 2027 rate structure will be determined at the Commission's meeting on or about December 22, 2026. Additional information on our proposed budget and rates is available at www.mpsutility.com.

## 18. CLOSE MEETING FOR EXECUTIVE SESSION.

The meeting was not closed for executive session.

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## 19. UPCOMING MEETINGS.

Upcoming meetings of the Moorhead Public Service Commission are scheduled for November 3, 2026 (if needed) and November 17, 2026.

## 20. ADJOURN.

The meeting adjourned at 5:54 PM.

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***The minutes herein are approved on this 17th day of November 2026.***

| ***APPROVED BY:*** | ***ATTEST:*** |
|---|---|
| ***Matthew Leiseth*** | ***Lisa Borgen*** |
| ***Chairperson*** [i] | ***Secretary*** [i] |

[i] Pursuant to the Bylaws of the Moorhead Public Service Commission adopted January 18, 2022, Article 3, Section 11, states, "The Chairperson and Secretary shall sign, execute, and acknowledge all instruments authorized by the Commission or as are incident to the office. If either the Chairperson or Secretary is unavailable to execute an instrument, the Vice Chairperson may execute the instrument in place of the unavailable officer. Execution of instruments by two officers is required.

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MOORHEAD PUBLIC SERVICE

**Bid Tabulation Sheet**
**for**
**Tree Trimming**
**2026/2027**

October 8, 2026, at 2:00 PM

| BIDDER NAME | BID BOND OR CC | **BID ITEM #1:** TREE TRIMMING TOTAL PRICE |
|---|---|---|
| TreeStory, Inc. | Bid Bond | $495,000 |
| Carr's Tree Service, Inc. | Bid Bond | $298,900 |

# General Manager's Report

1. **2026 Third Quarter Strategic Plan Update.**

On December 3, 2024, the Commission approved a new three-year Strategic Plan to begin in 2025 and conclude in 2027. The plan was based on the Commission's and staff's recommendations to include six Strategic Directions. This structure aligns more closely with Moorhead Public Service's (MPS') current and future needs. The 2025-2027 Strategic Plan also features 2nd-Year Accomplishments for 2026 and Key Performance Indicators to measure MPS' operational performance. On December 15, 2025, the Commission approved the 2026 Strategic Direction Matrix. MPS staff provided quarterly updates on their action plans, which align with the Strategic Plan. Below are the six Strategic Directions of MPS and key highlights of MPS' activities for the third quarter of 2026.

**Strategic Directions:**

- Community
- Our Team
- Water
- Electric
- Finance
- Technology

**Community:**

- Staff from MPS and Missouri River Energy Services (MRES) continued to connect with key account customers and provided updates on rebates available through MRES' Bright Energy Solutions® (BES) Program. Staff collaborated with American Crystal Sugar, Concordia, Courts and Pints, and nine other local businesses regarding BES projects and available rebates. MPS also met with MSUM's new Sustainability Manager to discuss their Western Area Power Administration (WAPA) allocation and how that impacts its electric bill. MPS staff continues to update MPS' website with information on drought conditions, the status of the electric grid, and other pertinent information as needed. Additional water- and electric-related content continued to be added to MPS' social media platforms.
- MPS staff attended bi-weekly meetings with the City of Moorhead (City) and its consultants regarding a potential energy efficiency project.
- Staff began utilizing data from MPS' Advanced Metering Infrastructure (AMI) Project to proactively notify customers of continuous water flows of 5 gallons or more lasting longer than 72 hours. Customers who meet these criteria receive weekly notification letters. During the third quarter of 2026, a total of 229 letters were sent. A majority of the customers appear to have resolved their continuous flow issues, as no follow-up letters were issued during the quarter.

**Our Team:**

- MPS staff continue to review, update, and develop job descriptions for positions within MPS' organizational structure approved by the Commission. During the third quarter of 2026, two positions were identified for recruitment to address promotional opportunities and anticipated staffing needs. One position was advertised during the quarter, and both positions are expected to be filled during the fourth quarter of 2026.

- During the third quarter of 2026, MPS experienced two workplace incidents, one reportable and one non-reportable. The reportable incident required time away from work for medical treatment and follow-up care. No additional lost-time impacts were reported.
- During the third quarter of 2026, MPS staff held several events for MPS employees and the community, including Safe City Night at Romkey Park, a teacher school supply drive, and an MPS presence at the District Showcase for Moorhead Area Public Schools. MPS also sponsored a family fun night at the Moorhead Municipal Pool and served as the grand marshal in the Greater Moorhead Days Parade. MPS also held a social event for employees and a retirement party.
- Staff continued working on MPS' Comprehensive Succession Plan during the third quarter of 2026. As part of this effort, leadership tested an assessment tool and evaluated its potential applications in ongoing leadership development, identifying employees with potential for advancement, and the hiring process. Staff anticipates finalizing MPS' Comprehensive Succession Plan during the fourth quarter of 2026.
- MPS staff continued developing a comprehensive training plan for current and new employees, which included job functions, software and operational technology, continuing education, and leadership development. Several employees representing all divisions were enrolled in leadership training in 2026. The training began in the second quarter and is scheduled to be completed early in the fourth quarter of 2026.
- During the third quarter of 2026, staff continued attending training provided by American Water Works Association (AWWA), American Public Power Association (APPA), and Minnesota Municipal Utilities Association (MMUA), as well as other specific training that benefits MPS' operations.

    - Three employees completed MMUA's Overhead School.
    - One employee and one Commissioner attended MMUA's Summer Conference.
    - One City Council Member attended MRES' Municipal Power Learning Academy.
    - Two employees attended the MN AWWA 2026 Annual Conference.
    - Several employees completed continuing education for advanced degrees or professional development, along with other training.

**Water:**

- In 2026, MPS staff and contractors completed projects and replaced 1.7 miles of cast-iron watermain, exceeding the 1.25-mile annual replacement target established in MPS' Strategic Plan.
- Water Division staff continued working with regulators and other public entities on water supply and water quality issues impacting MPS. Staff also collaborated with State of Minnesota entities regarding the sustainability and long-term viability of the Moorhead and Buffalo Aquifers. In addition, staff continued working on the 10-year update to the Wellhead Protection Plan for MPS' groundwater sources, including the Buffalo and Moorhead Aquifers.
- Water Division staff continued working on a Master Plan and Feasibility Study for MPS' Water Treatment Plant to evaluate new technologies, variability in surface water quality, and additional source water options relative to current water supplies. The Master Plan and Feasibility Study are expected to be completed in late 2026 or early 2027.
- Staff continued replacing aging equipment that was installed in MPS' Water Treatment Plant approximately 30 years ago, including the ozone generators used in the water disinfection process. This was completed during the third quarter of 2026, with some punch list items that may occur early in the fourth quarter of 2026.

- During the Strategic Planning meetings held during the fourth quarter of 2025, staff provided an update on the Red River Valley Water Supply Project and continued working toward securing access to the project while monitoring its financial impact on MPS ratepayers. Discussions began in the third quarter of 2026, and MPS is waiting for an agreement to review for participation in this Project.
- During the third quarter of 2026, staff and contractors continued to complete the annual requirements for MPS' Lead Service Line Replacement Project through a coordinated line replacement effort.
- MPS staff also spent a significant amount of time during the third quarter developing the Backflow Prevention and Cross-Connection Control Program, with the goal of providing it to the Commission for approval in the fourth quarter of 2026.

**Electric:**

- During the third quarter of 2026, Electric Division staff worked on its planned projects for the 2026 construction season. These projects are based on the asset management matrix criteria and other external factors, including coordination with the City and the Northeast Substation project.
- Staff continued working on design layouts and the procurement of long lead-time equipment for the Northeast and Southeast Substation Projects. Contracts for the specialized high-voltage breakers continued to be reviewed, while MPS executed the switchgear contract for both substations. Specifications for major materials and control buildings were prepared and issued for bid during the third quarter of 2026.
- MPS staff, MRES, and project consultants continued to work on the plans and design for the new Northeast Generating Station, including the development of generator specifications. Additional project information, including permitting requirements, generator specifications, and a financial analysis, was presented to the Commission during the third quarter of 2026.
- MPS completed the contract extension for the S-1 Agreement with MRES.

**Finance:**

- The Electric Division ended the third quarter of 2026 with a net position unfavorable to budget. Most of the variance from the budget was due to operating expenses for purchased power and transmission, as well as non-operating expenses that exceeded the budget. Non-operating revenues from electricity sales and changes in the market value of investment carrying values resulted in revenues slightly below budget. MPS' net position at the end of the third quarter was 52 percent below budget—approximately $1,062,200.
- The Water Division ended the third quarter of 2026 with a net position that was unfavorable to budget by about $488,000 for the quarter, and favorable to budget by about $70,000 year-to-date. Even though there was an increase in revenues, operating expenses and non-operating expenses exceeded revenues during the quarter. Most of the expense was due to higher water treatment costs and changes in the market value of investment carrying values.
- Staff continued monitoring the Commission's Policy on Financial Strength. At the end of the third quarter of 2026, MPS' water and electric days of cash on hand met the requirements of this Policy.
- During the third quarter of 2026, MPS began the 2027 budgeting process and worked on the preliminary budgets and rates.

**Technology:**

- Staff continued conducting best-practice cybersecurity assessments, reviewing them, and then implementing any recommendations. MPS did not experience any cyber data breaches or data loss during the third quarter of 2026.
- Construction of MPS' Redundant Network Operations Center was substantially completed by the end of the fourth quarter of 2025. During the third quarter of 2026, staff continued working to complete interior improvements to prepare for on-site equipment installation. The facility is expected to be operational by the end of 2026; however, the timeline may extend into early 2027 due to delays in equipment delivery.
- Full deployment of MPS' AMI Project began in the third quarter of 2025, with only a few outstanding items remaining from the system acceptance test phase. By the end of the third quarter of 2026, approximately 21,900 electric devices and 9,300 water devices have been deployed and are operational.
- During the third quarter of 2026, the Customer Information System (CIS) update project continued through its initial implementation phases. In addition, several other technology projects were successfully completed during the quarter.

2. **Quarterly Dashboard Reports.**
Attached are the 2026 Dashboard Reports for the third quarter. The dashboards include information for Electric, Energy Services, Finance, Human Resources, Information Technology, Safety Committee, Social Media, Water, and other matters the Commission should be informed about.

3. **WAPA's Final Drought Adder Notification.**
Annually, WAPA reviews the drought adder component of the firm power service provided to MPS and other WAPA members. As part of this process, WAPA issues two notifications annually regarding the drought adder rate for the upcoming year—a preliminary review and a final review. These reviews help guide utilities evaluate the potential impact on power costs and incorporate any anticipated changes into their budget planning and rate reviews. WAPA has completed its final analysis for 2027 (see attached letter), which indicates that the drought adder component will remain unchanged for the upcoming year**.**

4. **Annual Generation Verification Test.**
The Centennial Generating Station (CGS) is a generating plant with five diesel generators that were commissioned in 2011. The CGS can generate approximately 10 megawatts of electricity, which is one-eighth of MPS' load on a peak day or one-fifth of MPS' load on a non-peak day. On June 29, 2026, MPS staff completed the annual generation verification test as required by the Reserved Capacity Agreement (RCA) between MPS and MRES. MPS demonstrated the capability to generate 10,081 kilowatts, which meets the requirements specified in the RCA (see attached letter from MRES).

5. **Thank You Letter from Moorhead Area Public Schools.**
Attached is a thank you letter from Moorhead Area Public Schools expressing appreciation to MPS staff for their generous donations of classroom supplies to teachers at Dorothy Dodds Elementary School.

6. **Thank You Note from Moorhead Legacy Education Foundation.**
Attached is a thank you note from Moorhead Area Public Schools and Moorhead Legacy Education Foundation thanking MPS and Missouri River Energy Services (BES Program) for sponsoring the Moorhead 2026/2027 District Calendar.

**Division/Response Person**: Travis L. Schmidt, General Manager.

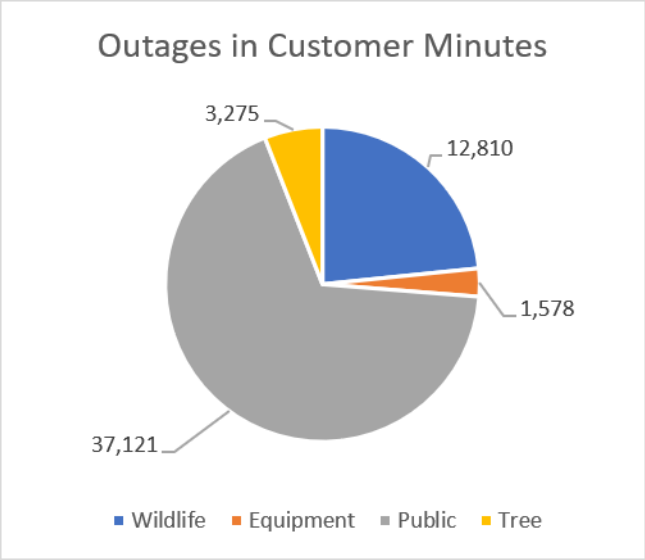
# Electric Operations Third Quarter – 2026 Dashboard

## Street/Security Lighting

- 186 LED Street Light Conversions
- 83 New LED Street Light Installs

## Outages

- 15 outages – 54,784 customer minutes
    - Wildlife – 12,810
    - Equipment – 1,578
    - Public – 37,121
    - Tree – 3,275

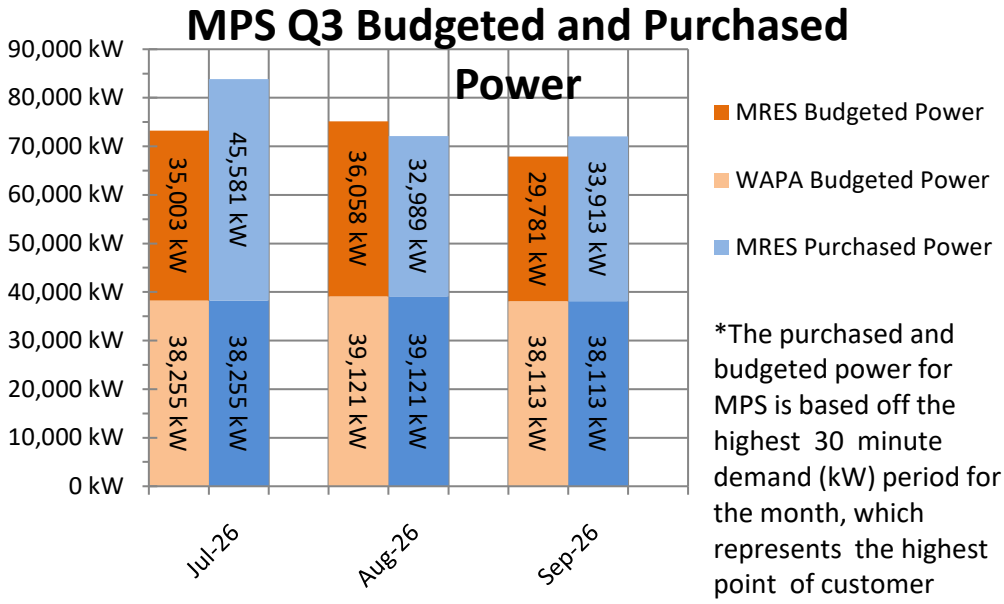



## Upgrades & Repairs

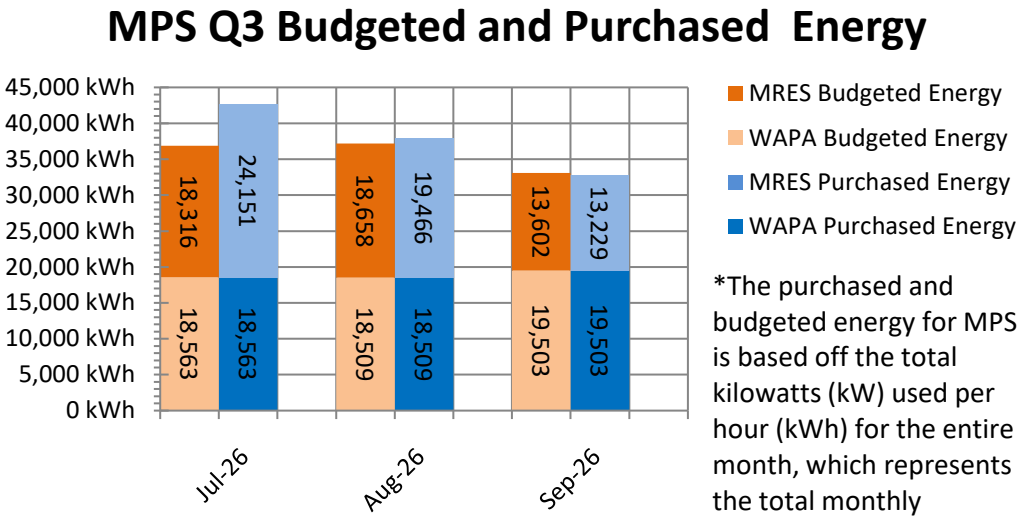
- Began Street Light Committee LED Conversion Project
- Began Annual Fall Street Light Checks
- Began CMH CRP Street Light Conversion Project
- Began Sharps Addition OHD/URD Conversion
- Completed Bridgeview OHD/URD Conversion
- Installed Partridge Creek Development
- Installed Prairie Parkway III Development
- Installed Prairie Parkway II Development
- Completed Relocating Lights for 40th Ave S Roundabout
- Installed 19 New Residential Services
- Began Setting Poles for Winter Pole Transfers

# Electric Division Third Quarter – 2026 Dashboard

Moorhead Public Service – Electric Division is to provide safe, efficient, reliable, and environmentally – responsible electric power that is innovative and maximizes rate payer's satisfaction. Below are several graphs that are dashboard to show how the electric division is completing these requirements on a quarterly basis.

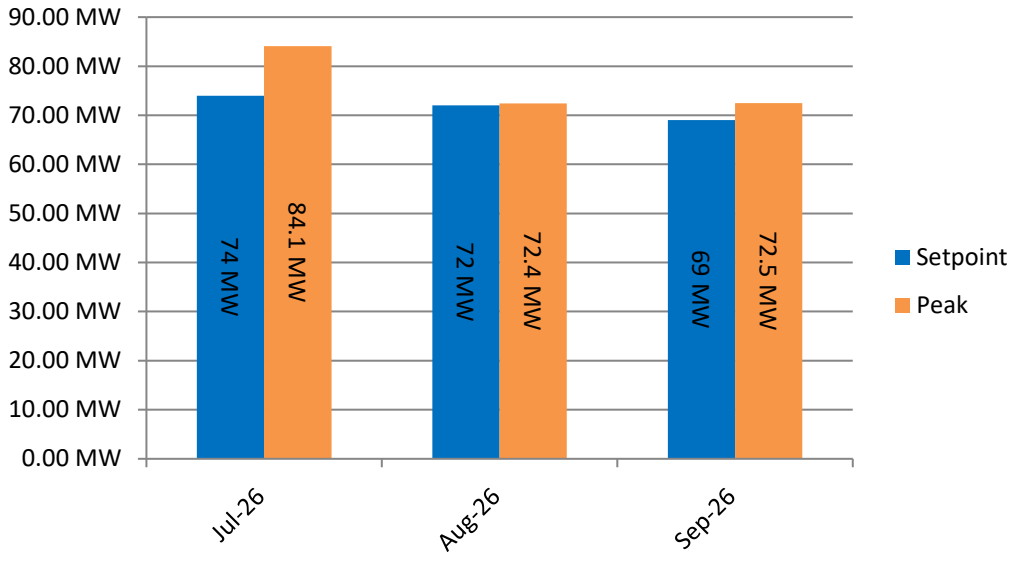



*The purchased and budgeted power for MPS is based off the highest 30 minute demand (kW) period for the month, which represents the highest point of customer

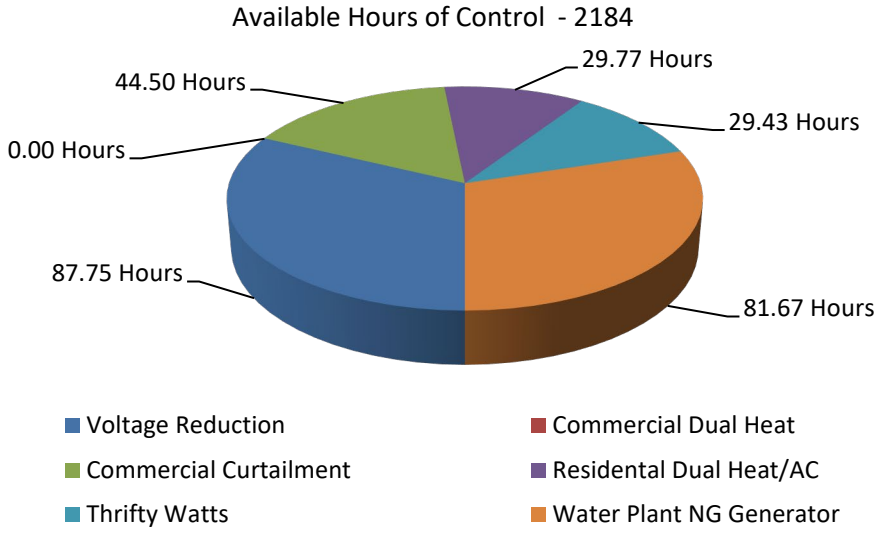



*The purchased and budgeted energy for MPS is based off the total kilowatts (kW) used per hour (kWh) for the entire month, which represents the total monthly

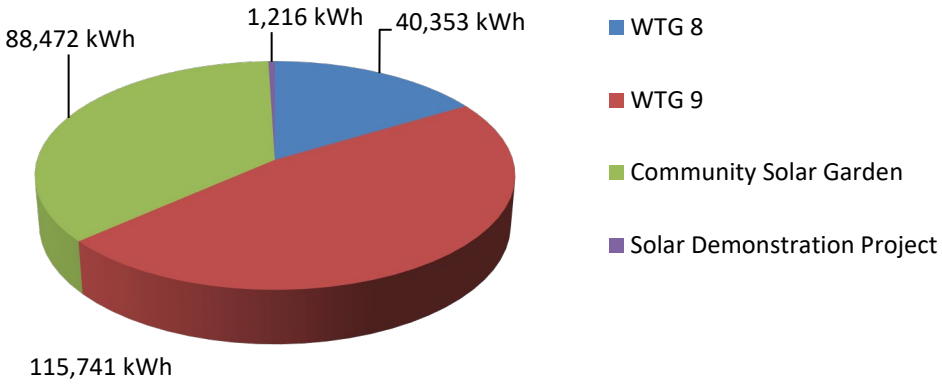
## MPS Q3 Setpoint and Peak



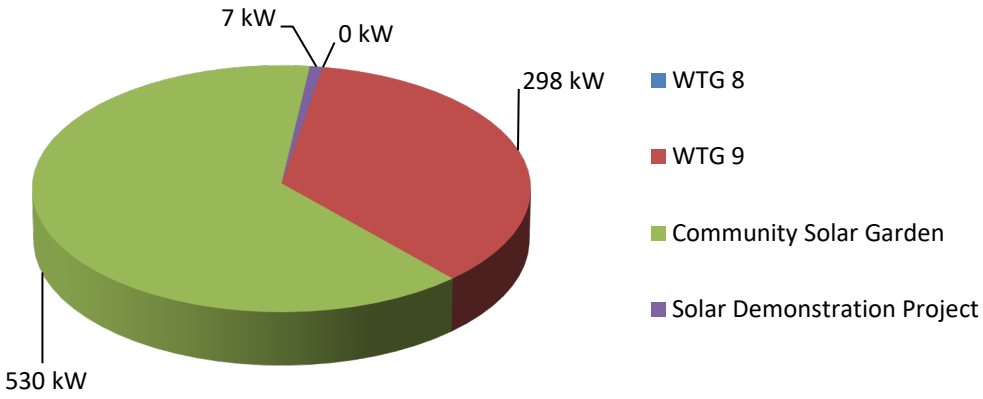

## MPS Q3 Load Management Control Hours

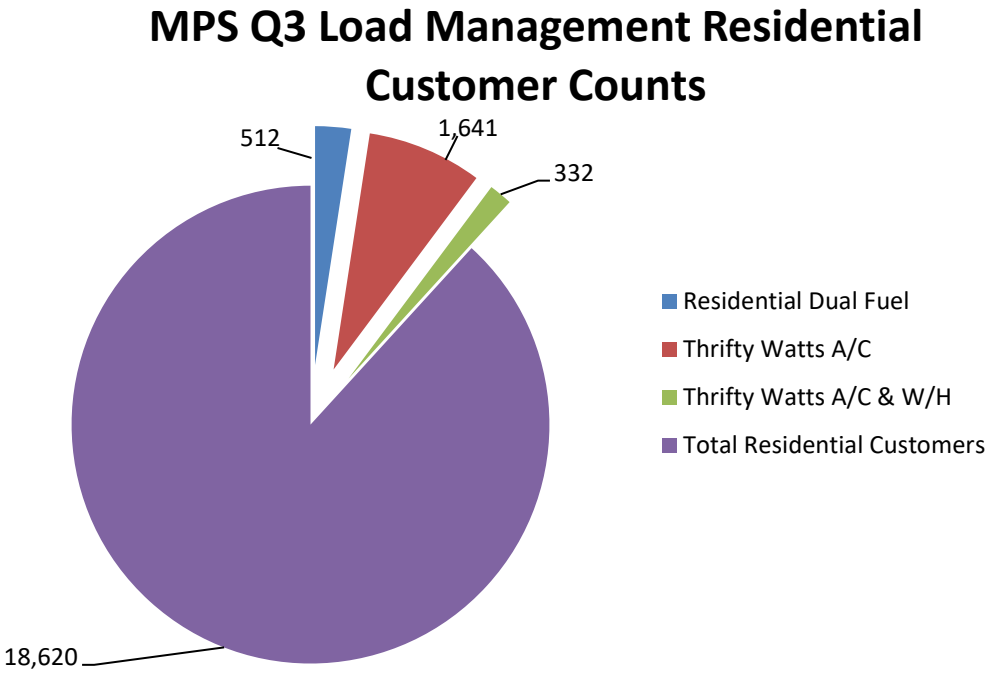


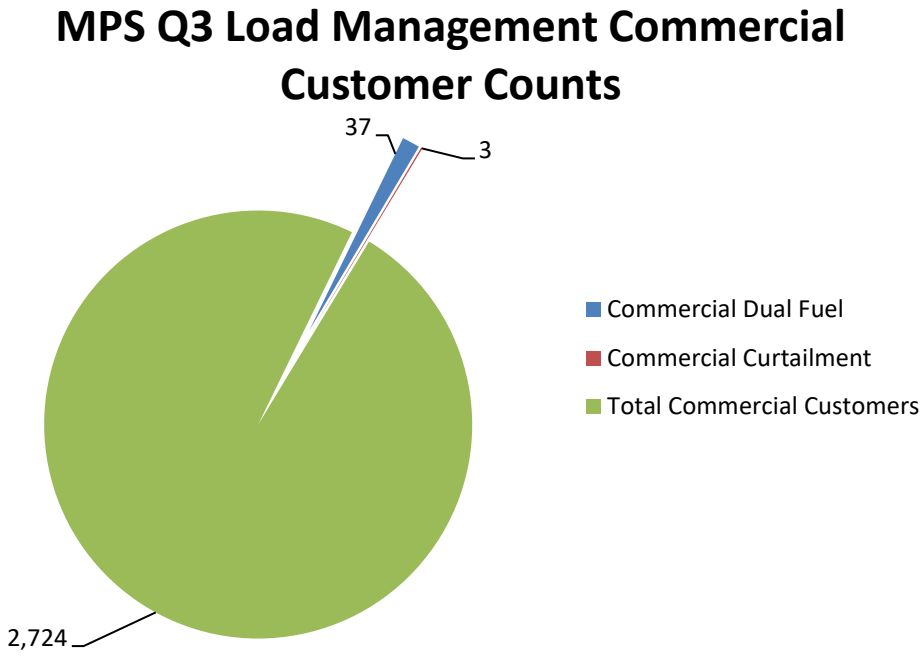
## MPS Q3 Renewables Energy Production




## MPS Q3 Renewables Power Production




MPS Q3 Load Management Residential Customer Counts
512
1,641
332
18,620
Residential Dual Fuel
Thrifty Watts A/C
Thrifty Watts A/C & W/H
Total Residential Customers


MPS Q3 Load Management Commercial Customer Counts
37
3
2,724
Commercial Dual Fuel
Commercial Curtailment
Total Commercial Customers

# MPS Q3 NERC Compliance Updates

Self-Certifications in Q3 2026

- None.

New NERC Standards in Q3 2026

- None

Updated NERC Standards in Q3 2026

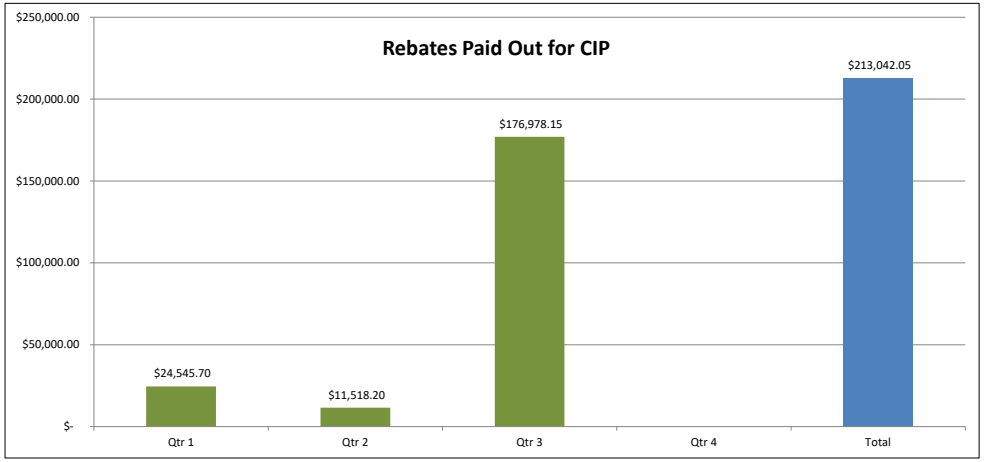
- CIP-012 was updated at the beginning of the 3rd quarter. MPS doesn't own any assets in which this standard applies, therefore, this standard doesn't currently apply to MPS.

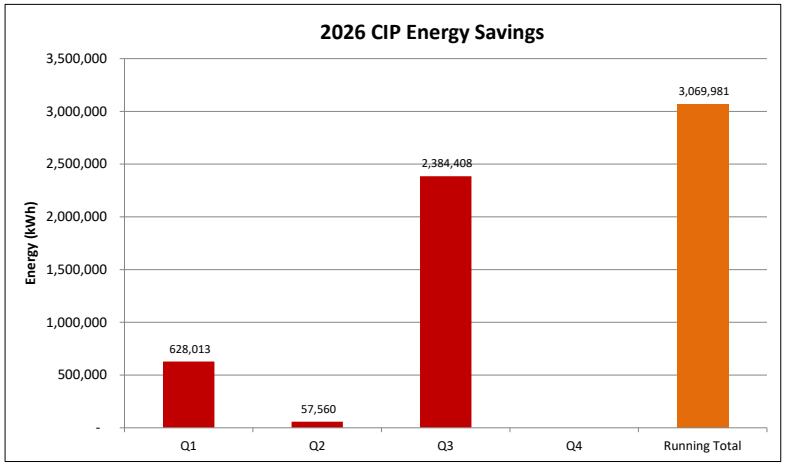
Other Compliance Updates

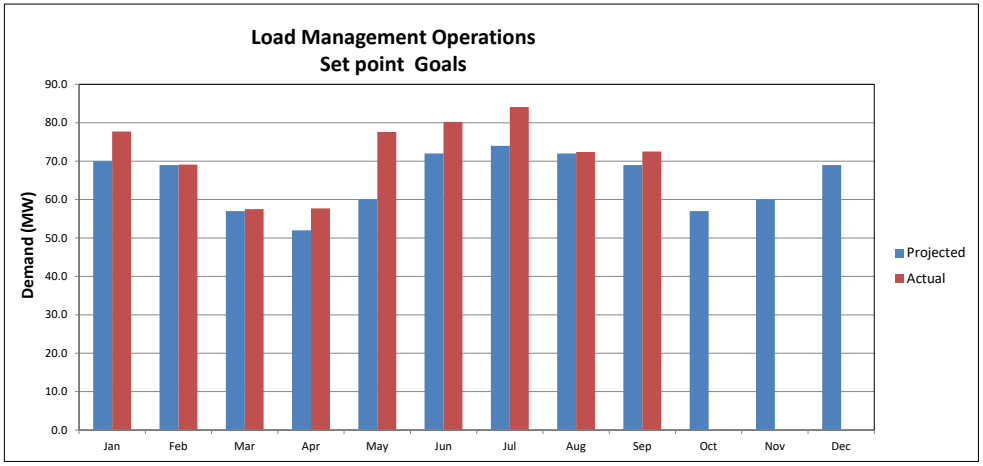
- MPS received a data request from NERC during the 2nd quarter. MPS responded to the data request during the specified time period.
- MPS applied to renew its NERC Exemption for MPS's 115 kV transmission line and 115 kV transmission assets during the 1st quarter. MPS did not receive a response to the application during the second quarter, so a response during the third quarter is expected.
- MPS received a response from MRO during the 3rd quarter. MRO recommended terminating the NERC Bulk Electric Power System for MPS's 115 kV transmission assets. The recommendation was sent to NERC, and NERC's final determination is expected during the 4th quarter.

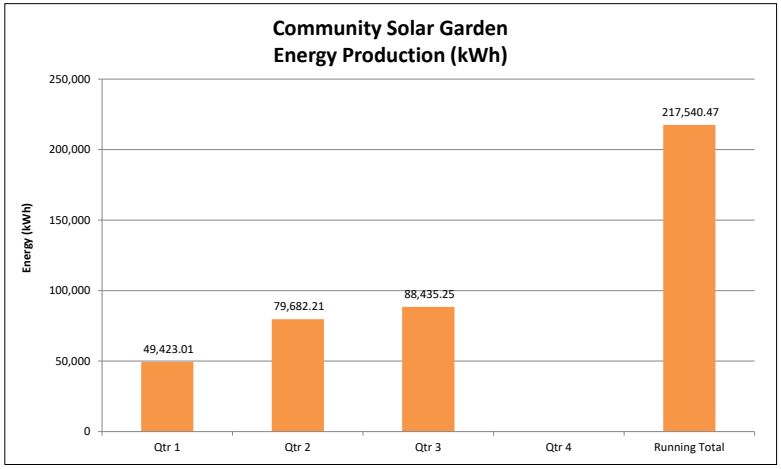
# Energy Services Dashboard

## 2026 Quarter 3



**MOORHEAD PUBLIC SERVICE**
**SUMMARY STATEMENT OF REVENUES, EXPENSES AND CHANGE IN NET POSITION**
**ELECTRIC DIVISION**
FOR THE PERIOD ENDING 9/30/2026

| CURRENT QUARTER | QUARTER BUDGET | VAR FR BDGT | VAR % | PRIOR YR QUARTER | PR YR VAR | PR YR CHG | | YTD ACTUAL | YTD BUDGET | VAR FR BDGT | VAR % | PRIOR YR | PR YR VAR | PR YR CHG |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | OPERATING REVENUE | | | | | | | |
| | | | | | | | SALES OF ELECTRICITY | | | | | | | |
| 12,096,718 | 11,426,950 | 669,768 | 6% | 11,266,996 | 829,722 | 7% | Sales of Electricity | 34,333,175 | 32,472,730 | 1,860,445 | 6% | 32,504,572 | 1,828,604 | 6% |
| 1,525,332 | 1,589,460 | (64,128) | -4% | 923,496 | 601,836 | 65% | Other Operating Revenue | 3,582,630 | 4,766,600 | (1,183,970) | -25% | 2,281,939 | 1,300,690 | 57% |
| 13,622,050 | 13,016,410 | 605,640 | 5% | 12,190,492 | 1,431,558 | 12% | TOTAL OPERATING REVENUES | 37,915,805 | 37,239,330 | 676,475 | 2% | 34,786,511 | 3,129,294 | 9% |
| | | | | | | | OPERATING EXPENSES | | | | | | | |
| 88,749 | 98,890 | (10,141) | -10% | 69,780 | 18,969 | 27% | Production | 166,745 | 226,950 | (60,205) | -27% | 150,094 | 16,651 | 11% |
| 5,862,026 | 5,139,660 | 722,366 | 14% | 5,312,693 | 549,333 | 10% | Purchased Power | 15,873,699 | 14,174,530 | 1,699,169 | 12% | 14,431,087 | 1,442,612 | 10% |
| 826,684 | 641,840 | 184,844 | 29% | 614,292 | 212,392 | 35% | Transmission | 2,150,940 | 1,945,490 | 205,450 | 11% | 1,769,764 | 381,176 | 22% |
| 745,680 | 857,360 | (111,680) | -13% | 853,417 | (107,737) | -13% | Distribution | 2,158,837 | 2,808,670 | (649,833) | -23% | 2,449,056 | (290,219) | -12% |
| 162,093 | 201,370 | (39,277) | -20% | 163,865 | (1,772) | -1% | Customer Accounts | 496,482 | 556,580 | (60,098) | -11% | 532,211 | (35,729) | -7% |
| 12,815 | 6,510 | 6,305 | 97% | 24,841 | (12,026) | -48% | Customer Info, Educ., & Awareness | 34,913 | 13,620 | 21,293 | 156% | 36,745 | (1,831) | -5% |
| 51,915 | 28,560 | 23,355 | 82% | 8,666 | 43,249 | 499% | CIP Programs | 97,066 | 77,190 | 19,876 | 26% | 55,246 | 41,820 | 76% |
| 988,956 | 789,380 | 199,576 | 25% | 841,317 | 147,639 | 18% | Admin & General | 2,633,894 | 2,310,470 | 323,424 | 14% | 2,620,327 | 13,567 | 1% |
| 1,092,487 | 802,170 | 290,317 | 36% | 1,031,808 | 60,680 | 6% | Depreciation | 3,277,462 | 2,412,090 | 865,372 | 36% | 3,100,634 | 176,828 | 6% |
| 25,836 | 25,740 | 96 | 0% | 25,836 | 0 | 0% | Buy-Out Amortization | 77,508 | 77,220 | 288 | 0% | 77,508 | 0 | 0% |
| 9,857,242 | 8,591,480 | 1,265,762 | 15% | 8,946,515 | 910,726 | 10% | TOTAL OPERATING EXPENSES | 26,967,547 | 24,602,810 | 2,364,737 | 10% | 25,222,672 | 1,744,875 | 7% |
| 3,764,808 | 4,424,930 | (660,122) | -15% | 3,243,977 | 520,832 | 16% | OPERATING INCOME (LOSS) | 10,948,257 | 12,636,520 | (1,688,263) | -13% | 9,563,839 | 1,384,418 | 14% |
| | | | | | | | NONOPERATING INCOME (EXPENSE) | | | | | | | |
| 83,250 | 83,250 | 0 | 0% | 83,250 | 0 | 0% | Revenue from Nonutility Operations | 249,750 | 249,750 | 0 | 0% | 249,750 | 0 | 0% |
| (454,228) | 237,800 | (692,028) | -291% | 554,153 | (1,008,381) | -182% | Investment Interest & Market Adj | (107,800) | 735,320 | (843,120) | -115% | 1,895,676 | (2,003,475) | -106% |
| 37,115 | 87,010 | (49,895) | -57% | 54,409 | (17,294) | -32% | Miscellanous Items | 99,672 | 64,740 | 34,932 | 54% | 135,186 | (35,515) | -26% |
| (288,482) | (343,350) | 54,868 | -16% | (307,890) | 19,408 | -6% | Interest Expense | (866,879) | (1,070,840) | 203,961 | -19% | (924,954) | 58,074 | -6% |
| (622,345) | 64,710 | (687,055) | -1062% | 383,923 | (1,006,267) | -262% | NONOPERATING INCOME (EXPENSE) | (625,257) | (21,030) | (604,227) | 2873% | 1,355,659 | (1,980,916) | -146% |
| 3,142,464 | 4,489,640 | (1,347,176) | -30% | 3,627,900 | (485,436) | -13% | INCOME BEFORE TRANSFERS | 10,323,000 | 12,615,490 | (2,292,490) | -18% | 10,919,498 | (596,498) | -5% |
| | | | | | | | TRANSFERS TO CITY | | | | | | | |
| (1,931,250) | (1,931,250) | 0 | 0% | (1,899,990) | (31,260) | 2% | General Fund - Base | (5,793,750) | (5,793,750) | 0 | 0% | (5,699,970) | (93,780) | 2% |
| (12,300) | (12,300) | 0 | 0% | (12,300) | 0 | 0% | Economic Development | (36,900) | (36,900) | 0 | 0% | (36,900) | 0 | 0% |
| (505,500) | (505,500) | 0 | 0% | (504,000) | (1,500) | 0% | Capital Improvement | (1,516,500) | (1,516,500) | 0 | 0% | (1,512,000) | (4,500) | 0% |
| (2,449,050) | (2,449,050) | 0 | 0% | (2,416,290) | (32,760) | 1% | TOTAL TRANSFERS TO CITY | (7,347,150) | (7,347,150) | 0 | 0% | (7,248,870) | (98,280) | 1% |
| 284,984 | 0 | 284,984 | 0% | 25,667 | 259,318 | 1010% | CONTRIBUTIONS & OTHER ITEMS | 401,028 | 0 | 401,028 | 0% | 82,093 | 318,936 | 389% |
| 978,398 | 2,040,590 | (1,062,192) | -52% | 1,237,276 | (258,878) | -21% | CHANGE IN NET POSITION | 3,376,879 | 5,268,340 | (1,891,461) | -36% | 3,752,721 | (375,842) | -10% |
| 978,398 | 2,040,590 | (1,062,192) | -52% | 1,237,276 | (258,878) | -21% | Check Figure | 3,376,879 | 5,268,340 | (1,891,461) | -36% | 3,752,721 | (375,842) | -10% |

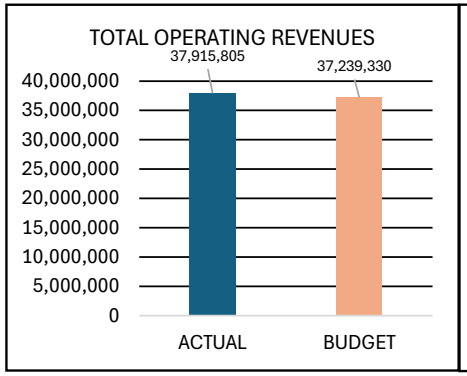
NOTES

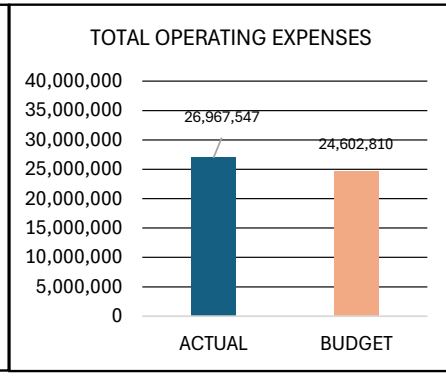
For the quarter, Total Operating Revenues were 5% over budget. For the year-to-date, Total Operating Revenues were 2% over over budget.

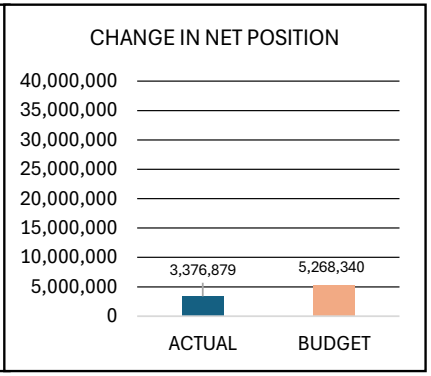
For the quarter, Total Operating Expenses were within 15% over budget. For the year-to-date, Total Operating Expenses were 10% over budget. WIthin Operating Expenses, due to increased sales, total Purchased Power and Transmission expenses were 12% over budget for the year-to-date.

For the quarter, Non-Operating items generated $687,000 less revenue that expected and for the year-to-date, Non-Operating items generated just over $604,000 less revenue than budgeted. The majority of this shortfall was due to market adjustments on investments. MPS holds investments to maturity so It should be noted that as the investments reach maturity the adjustments will be offset. As a result, Income Before Transfers for the quarter was 30% under budget.

The combination of Operating and Non-operating items resulted in the Change in Net Position for the quarter to be 52% under budget and year-to-date to be 36% under budget.




**Days Cash On Hand Summary**

| Cash and Reserves | Budget Daily Exp | Calc. Days on Hand | Req'd Days | Excess or (Deficit) Days |
|---|---|---|---|---|
| 37,115,224 | 106,044 | 350 | 200 | 150 |

**MOORHEAD PUBLIC SERVICE**
**SUMMARY STATEMENT OF REVENUES, EXPENSES AND CHANGE IN NET POSITION**
**WATER DIVISION**
FOR THE PERIOD ENDING 9/30/2026

| CURRENT QUARTER | QUARTER BUDGET | VAR FR BDGT | VAR % | PRIOR YR QUARTER | PR YR VAR | PR YR CHG | | YTD ACTUAL | YTD BUDGET | VAR FR BDGT | VAR % | PRIOR YR | PR YR VAR | PR YR CHG |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | OPERATING REVENUE | | | | | | | |
| 2,426,128 | 2,334,150 | 91,978 | 4% | 1,940,862 | 485,266 | 25% | RESIDENTIAL INSIDE CITY SALES | 5,924,298 | 5,614,710 | 309,588 | 6% | 5,158,795 | 765,503 | 15% |
| 518 | 850 | (332) | -39% | 218 | 300 | 138% | RESIDENTIAL OUTSIDE CITY SALES | 1,337 | 1,660 | (323) | -19% | 837 | 500 | 60% |
| 516,376 | 525,700 | (9,324) | -2% | 472,624 | 43,753 | 9% | APARTMENT/TRAILER SALES | 1,441,644 | 1,411,890 | 29,754 | 2% | 1,334,509 | 107,135 | 8% |
| 4,222,325 | 4,086,950 | 135,375 | 3% | 3,382,388 | 839,937 | 25% | Sales of Water | 10,469,170 | 9,783,000 | 686,170 | 7% | 9,200,696 | 1,268,475 | 14% |
| 8,161 | 9,700 | (1,539) | -16% | 7,658 | 502 | 7% | Other Operating Revenue | 43,388 | 21,660 | 21,728 | 100% | 19,714 | 23,674 | 120% |
| 4,230,485 | 4,096,650 | 133,835 | 3% | 3,390,046 | 840,439 | 25% | TOTAL OPERATING REVENUES | 10,512,558 | 9,804,660 | 707,898 | 7% | 9,220,410 | 1,292,149 | 14% |
| | | | | | | | OPERATING EXPENSES | | | | | | | |
| 118,802 | 95,160 | 23,642 | 25% | 100,929 | 17,873 | 18% | Source of Supply | 301,764 | 315,330 | (13,566) | -4% | 259,809 | 41,955 | 16% |
| 1,524,189 | 1,243,690 | 280,499 | 23% | 1,209,634 | 314,555 | 26% | Water Treatment | 3,758,141 | 3,509,930 | 248,211 | 7% | 2,998,156 | 759,985 | 25% |
| 409,061 | 363,900 | 45,161 | 12% | 419,586 | (10,525) | -3% | Distribution | 1,069,742 | 1,029,630 | 40,112 | 4% | 1,092,449 | (22,707) | -2% |
| 73,939 | 108,950 | (35,011) | -32% | 85,008 | (11,069) | -13% | Customer Accounts | 254,420 | 301,860 | (47,440) | -16% | 277,695 | (23,275) | -8% |
| 480 | 0 | 480 | 0% | 0 | 480 | 0% | Customer Info., Education, & Awareness | 8,235 | 1,140 | 7,095 | 622% | 1,390 | 6,845 | 492% |
| 559,305 | 466,780 | 92,525 | 20% | 455,646 | 103,658 | 23% | Admin & General | 1,470,881 | 1,384,700 | 86,181 | 6% | 1,519,248 | (48,367) | -3% |
| 670,686 | 590,220 | 80,466 | 14% | 643,551 | 27,135 | 4% | Depreciation | 2,012,057 | 1,770,660 | 241,397 | 14% | 1,930,652 | 81,404 | 4% |
| 3,356,462 | 2,868,700 | 487,762 | 17% | 2,914,355 | 442,107 | 15% | TOTAL OPERATING EXPENSES | 8,875,241 | 8,313,250 | 561,991 | 7% | 8,079,400 | 795,841 | 10% |
| 874,024 | 1,227,950 | (353,926) | -29% | 475,692 | 398,332 | 84% | OPERATING INCOME (LOSS) | 1,637,317 | 1,491,410 | 145,907 | 10% | 1,141,010 | 496,307 | 43% |
| | | | | | | | NON-OPERATING INCOME/(EXPENSE) | | | | | | | |
| 55,500 | 55,500 | 0 | 0% | 55,500 | 0 | 0% | Revenue from Nonutility Operations | 166,500 | 166,500 | 0 | 0% | 166,500 | 0 | 0% |
| (111,711) | 32,410 | (144,121) | -445% | 142,820 | (254,531) | -178% | Investment Int Inc & Market Adj. | (27,602) | 75,490 | (103,092) | -137% | 486,284 | (513,886) | -106% |
| 28,237 | 21,530 | 6,707 | 31% | 33,356 | (5,118) | -15% | Miscellaneous Non-operating | 88,701 | 51,880 | 36,821 | 71% | 75,034 | 13,667 | 18% |
| (123,337) | (126,460) | 3,123 | -2% | (130,698) | 7,361 | -6% | Bond and Loan Int Expense | (374,885) | (361,990) | (12,895) | 4% | (410,401) | 35,516 | -9% |
| (151,310) | (17,020) | (134,290) | 789% | 100,978 | (252,288) | -250% | NONOPERATING INCOME (EXPENSE) | (147,286) | (68,120) | (79,166) | 116% | 317,417 | (464,703) | -146% |
| 722,714 | 1,210,930 | (488,216) | -40% | 576,670 | 146,044 | 25% | INCOME(LOSS) BEFORE TRANSFERS | 1,490,031 | 1,423,290 | 66,741 | 5% | 1,458,428 | 31,604 | 2% |
| | | | | | | | TRANSFERS TO CITY | | | | | | | |
| (152,400) | (152,400) | 0 | 0% | (131,250) | (21,150) | 16% | General Fund | (457,200) | (457,200) | 0 | 0% | (393,750) | (63,450) | 16% |
| (31,500) | (31,500) | 0 | 0% | (31,500) | 0 | 0% | Capital Improvements Fund | (94,500) | (94,500) | 0 | 0% | (94,500) | 0 | 0% |
| (183,900) | (183,900) | 0 | 0% | (162,750) | (21,150) | 13% | TOTAL CITY TRANSFERS | (551,700) | (551,700) | 0 | 0% | (488,250) | (63,450) | 13% |
| 0 | 0 | 0 | 0% | 48,123 | (48,123) | -100% | CONTRIBUTIONS & OTHER ITEMS | 3,389 | 0 | 3,389 | 0% | 55,090 | (51,700) | -94% |
| 538,814 | 1,027,030 | (488,216) | -48% | 462,043 | 76,771 | 17% | CHANGE IN NET POSITION | 941,721 | 871,590 | 70,131 | 8% | 1,025,267 | (83,547) | -8% |
| 538,814 | 1,027,030 | (488,216) | -48% | 462,043 | 76,771 | 17% | CHECK FIGURE | 941,721 | 871,590 | 70,131 | 8% | 1,025,267 | (83,547) | -8% |

**NOTES**

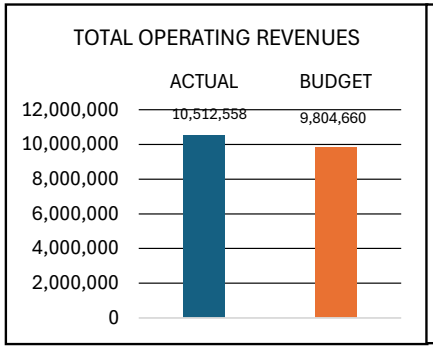
For the quarter, Total Operating Revenues were 3% over budget. Year-to-date revenues were 7% over budget.

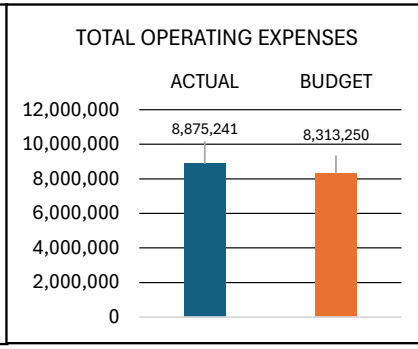
For the quarter, Total Operating Expenses were less than 17% over budget. For the year-to-date, Total Operating Expenses were 7% over budget. Within the Expenses, treatment costs were 23% over budget for the quarter. For the year-to-date Water Treatment costs were 7% under budget.

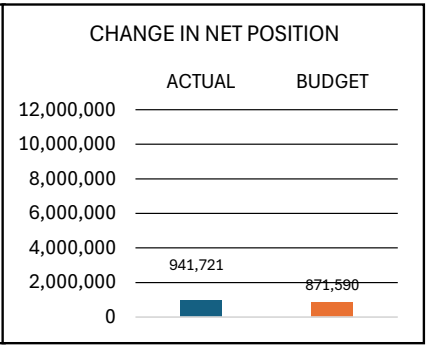
For the quarter, net Non-Operating items exceeded the budgeted non-operating net expense by just over $134,000. For the year-to-date, net non-opearting items exceeded budgeted non-operating expense by just over $79,000.

For the quarter, Income Before Transfers was 40% under budget. For the year-to-date, Income Before Transfers was 5% over budget

The combination of Operating, Non-operating, and contributed items resulted in the Change in Net Position to be under budget by just over $488,000 for the quarter but for year, the Change in Net POsition was $70,000 over budget.



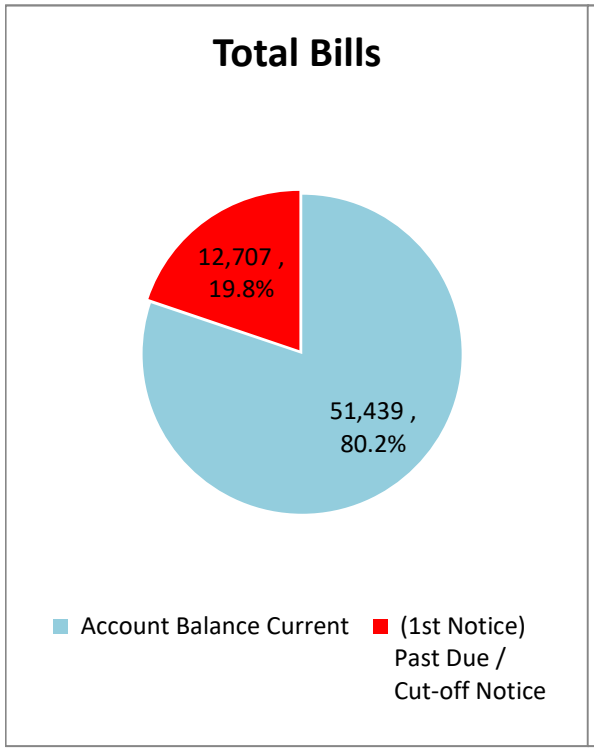



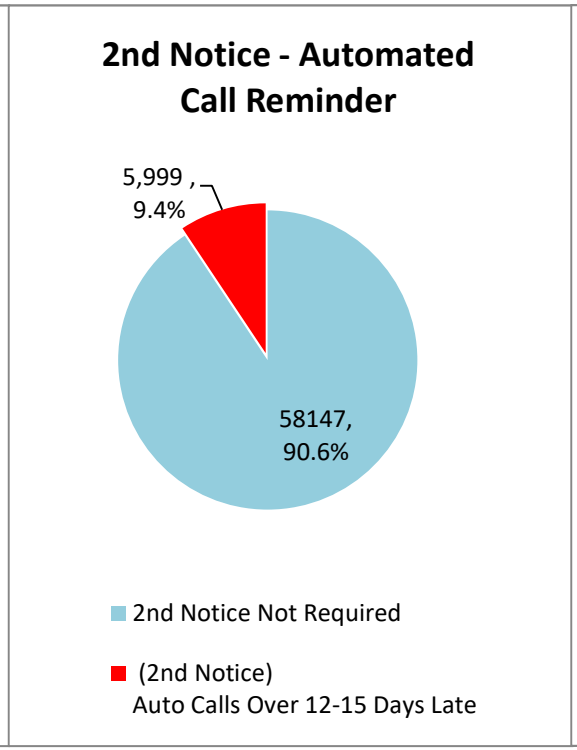

**Days Cash On Hand Summary**

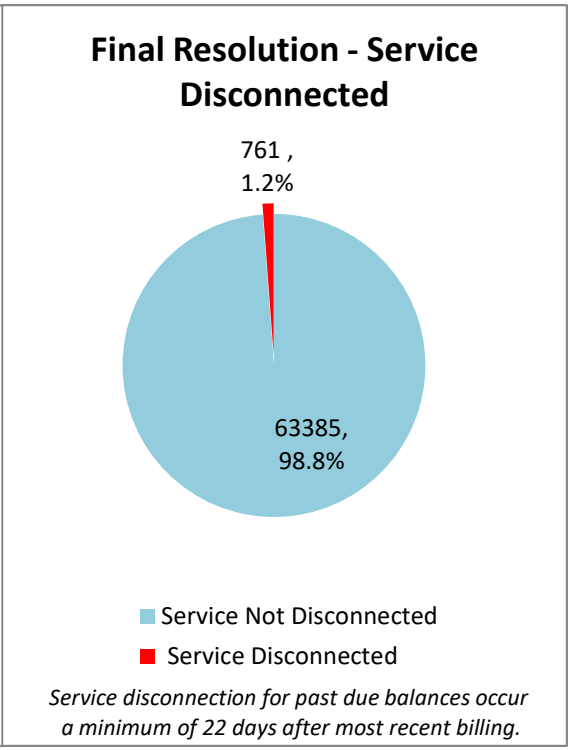
| Cash and Reserves | Budget Daily Exp | Calc. Days on Hand | Req'd Days | Excess or (Deficit) Days |
|---|---|---|---|---|
| 8,235,849 | 26,140 | 315 | 225 | 90 |

**Moorhead Public Service Quarterly Billing and Collections Summary**
**Quarterly Totals**
**Q3 2026**

| Cycle | Billed | Account Balance Current | % Current | (1st Notice) Past Due / Cut-off Notice | % Past Due | (2nd Notice) Auto Calls Over 12-15 Days Late | % Requiring 2nd Notice | Service Disconnected | % Disconnected |
|---|---|---|---|---|---|---|---|---|---|
| 10 | 4,619 | 3,787 | 82.0% | 832 | 18.0% | 337 | 7.3% | 44 | 1.0% |
| 20 | 4,471 | 3,585 | 80.2% | 886 | 19.8% | 416 | 9.3% | 53 | 1.2% |
| 30 | 4,965 | 3,669 | 73.9% | 1,296 | 26.1% | 686 | 13.8% | 75 | 1.5% |
| 50 | 5,408 | 4,560 | 84.3% | 848 | 15.7% | 381 | 7.0% | 55 | 1.0% |
| 60 | 6,283 | 5,141 | 81.8% | 1,142 | 18.2% | 428 | 6.8% | 74 | 1.2% |
| 70 | 8,036 | 6,157 | 76.6% | 1,879 | 23.4% | 921 | 11.5% | 77 | 1.0% |
| 80 | 5,022 | 3,775 | 75.2% | 1,247 | 24.8% | 620 | 12.3% | 97 | 1.9% |
| 85 | 6,692 | 4,984 | 74.5% | 1,708 | 25.5% | 894 | 13.4% | 115 | 1.7% |
| 90 | 7,304 | 6,430 | 88.0% | 874 | 12.0% | 472 | 6.5% | 59 | 0.8% |
| 95 | 11,346 | 9,351 | 82.4% | 1,995 | 17.6% | 844 | 7.4% | 112 | 1.0% |
| Total | 64,146 | 51,439 | 80.2% | 12,707 | 19.8% | 5,999 | 9.4% | 761 | 1.2% |



## Moorhead Public Service Quarterly Billing and Collections Summary
## Quarter-by-Quarter Recap

| Cycle | Billed | Account Balance Current | % Current | (1st Notice) Past Due / Cut-off Notice | % Past Due | (2nd Notice) Auto Calls Over 12-15 Days Late | % Requiring 2nd Notice | Service Disconnected | % Disconnected | |
|---|---|---|---|---|---|---|---|---|---|---|
| 2018 Q3 | 58,836 | 50,332 | 85.5% | 8,504 | 14.5% | 3,741 | 6.4% | 645 | 1.1% | |
| 2018 Q4 | 59,737 | 51,313 | 85.9% | 8,424 | 14.1% | 3,447 | 5.8% | 534 | 0.9% | |
| 2019 Q1 | 60,199 | 51,800 | 86.0% | 8,399 | 14.0% | 3,053 | 5.1% | 229 | 0.4% | * |
| 2019 Q2 | 60,579 | 51,481 | 85.0% | 9,098 | 15.0% | 4,045 | 6.7% | 364 | 0.6% | |
| 2019 Q3 | 59,505 | 49,916 | 83.9% | 9,589 | 16.1% | 4,197 | 7.1% | 389 | 0.7% | |
| 2019 Q4 | 60,074 | 50,601 | 84.2% | 9,473 | 15.8% | 4,428 | 7.4% | 188 | 0.3% | |
| 2020 Q1 | 63,127 | 53,785 | 85.2% | 9,342 | 14.8% | 2,636 | 4.2% | 89 | 0.1% | # |
| 2020 Q2 | 61,045 | 51,336 | 84.1% | 9,709 | 15.9% | 0 | 0.0% | 0 | 0.0% | # |
| 2020 Q3 | 60,146 | 50,402 | 83.8% | 9,744 | 16.2% | 5,300 | 8.8% | 0 | 0.0% | # |
| 2020 Q4 | 60,337 | 50,366 | 83.5% | 9,971 | 16.5% | 5,760 | 9.5% | 0 | 0.0% | # |
| 2021 Q1 | 60,308 | 50,657 | 84.0% | 9,651 | 16.0% | 5,544 | 9.2% | 63 | 0.1% | % |
| 2021 Q2 | 60,188 | 51,158 | 85.0% | 9,030 | 15.0% | 4,161 | 6.9% | 719 | 1.2% | |
| 2021 Q3 | 60,262 | 51,008 | 84.6% | 9,254 | 15.4% | 4,705 | 7.8% | 585 | 1.0% | |
| 2021 Q4 | 60,412 | 51,063 | 84.5% | 9,349 | 15.5% | 4,687 | 7.8% | 393 | 0.7% | |
| 2022 Q1 | 60,560 | 51,078 | 84.3% | 9,482 | 15.7% | 4,322 | 7.1% | 315 | 0.5% | |
| 2022 Q2 | 60,381 | 50,309 | 83.3% | 10,072 | 16.7% | 4,939 | 8.2% | 370 | 0.6% | |
| 2022 Q3 | 60,458 | 50,490 | 83.5% | 9,968 | 16.5% | 5,239 | 8.7% | 321 | 0.5% | |
| 2022 Q4 | 61,016 | 50,921 | 83.5% | 10,095 | 16.5% | 5,619 | 9.2% | 310 | 0.5% | |
| 2023 Q1 | 61,460 | 50,602 | 82.3% | 10,858 | 17.7% | 5,695 | 9.3% | 330 | 0.5% | |
| 2023 Q2 | 61,130 | 50,871 | 83.2% | 10,259 | 16.8% | 5,644 | 9.2% | 517 | 0.8% | |
| 2023 Q3 | 61,141 | 49,965 | 81.7% | 11,176 | 18.3% | 5,892 | 9.6% | 664 | 1.1% | ** |
| 2023 Q4 | 61,494 | 50,398 | 82.0% | 11,096 | 18.0% | 5,527 | 9.0% | 560 | 0.9% | |
| 2024 Q1 | 62,082 | 51,027 | 82.2% | 11,055 | 17.8% | 5,434 | 8.8% | 569 | 0.9% | |
| 2024 Q2 | 61,769 | 51,075 | 82.7% | 10,694 | 17.3% | 5,705 | 9.2% | 654 | 1.1% | |
| 2024 Q3 | 61,973 | 50,629 | 81.7% | 11,344 | 18.3% | 5,815 | 9.4% | 645 | 1.0% | |
| 2024 Q4 | 62,349 | 50,774 | 81.4% | 11,575 | 18.6% | 5,852 | 9.4% | 564 | 0.9% | |
| 2025 Q1 | 62,495 | 51,414 | 82.3% | 11,081 | 17.7% | 5,422 | 8.7% | 520 | 0.8% | |
| 2025 Q2 | 62,173 | 50,595 | 81.4% | 11,578 | 18.6% | 5,546 | 8.9% | 737 | 1.2% | |
| 2025 Q3 | 62,610 | 51,100 | 81.6% | 11,510 | 18.4% | 6,067 | 9.7% | 638 | 1.0% | |
| 2025 Q4 | 63,743 | 52,094 | 81.7% | 11,649 | 18.3% | 6,135 | 9.6% | 589 | 0.9% | |
| 2026 Q1 | 63,703 | 52,046 | 81.7% | 11,657 | 18.3% | 5,717 | 9.0% | 574 | 0.9% | |
| 2026 Q2 | 64,034 | 52,108 | 81.4% | 11,926 | 18.6% | 5,588 | 8.7% | 583 | 0.9% | |
| 2026 Q3 | 64,146 | 51,439 | 80.2% | 12,707 | 19.8% | 5,999 | 9.4% | 761 | 1.2% | |

** Per city council and MN Department of Commerce direction, ceased disconnection of water or electric service to collect unpaid city charges.*

*# Ceased service disconnections per PSC action related to COVID pandemic.*

*% Disconnections for non-payment reinstated May 2021*

*** Collection of unpaid city services initiated for residences with a separate water service.*

## Moorhead Public Service Quarterly Billing and Collections Summary
## Quarter-by-Quarter Recap - State Energy (and Water*) Assistance

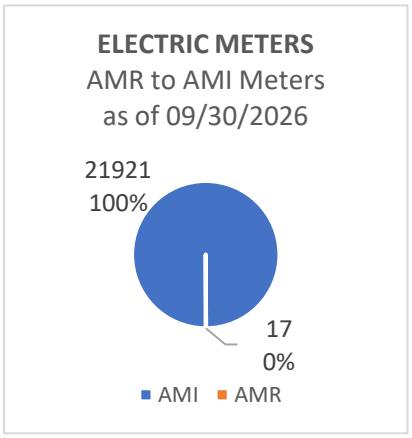
| | Customers | Amount Received | Average Per Household | |
|---|---|---|---|---|
| 2020 Q1 | 1121 | 225,019.93 | 200.73 | |
| 2020 Q2 | 717 | 169,331.87 | 236.17 | |
| 2020 Q3 | 157 | 32,466.00 | 206.79 | |
| 2020 Q4 | 488 | 79,015.00 | 161.92 | |
| **Total 2020** | **1,330** | **505,832.80** | **380.33** | |
| 2021 Q1 | 865 | 239,685.07 | 277.09 | |
| 2021 Q2 | 724 | 267,529.23 | 369.52 | |
| 2021 Q3 | 538 | 195,205.03 | 362.83 | |
| 2021 Q4 | 625 | 633,298.66 | 1,013.28 | *Water Assistance Started |
| **Total 2021** | **1,501** | **1,335,717.99** | **889.89** | |
| 2022 Q1 | 795 | 638,937.37 | 803.69 | |
| 2022 Q2 | 668 | 378,506.13 | 566.63 | |
| 2022 Q3 | 1,138 | 170,764.68 | 150.06 | |
| 2022 Q4 | 673 | 312,725.80 | 464.67 | |
| **Total 2022** | **1,667** | **1,500,933.98** | **900.38** | |
| 2023 Q1 | 882 | 411,873.00 | 466.98 | |
| 2023 Q2 | 817 | 400,588.05 | 490.32 | |
| 2023 Q3 | 271 | 52,458.00 | 193.57 | *Water Assistance Ended |
| 2023 Q4 | 917 | 281,192.62 | 306.64 | |
| **Total 2023** | **1,606** | **1,146,111.67** | **713.64** | |
| 2024 Q1 | 601 | 201,551.38 | 335.36 | |
| 2024 Q2 | 312 | 84,461.73 | 270.71 | |
| 2024 Q3 | 24 | 2,579.00 | 107.46 | |
| 2024 Q4 | 991 | 348,850.68 | 352.02 | |
| **Total 2024** | **1,400** | **637,442.79** | **455.32** | |
| 2025 Q1 | 538 | 190,888.00 | 354.81 | |
| 2025 Q2 | 272 | 80,933.00 | 297.55 | |
| 2025 Q3 | 10 | 2,565.00 | 256.50 | |
| 2025 Q4 | 758 | 262,027.42 | 345.68 | |
| **Total 2025** | **1,578** | **536,413.42** | **339.93** | |
| 2026 Q1 | 518 | 194,341.00 | 375.18 | |
| 2026 Q2 | 266 | 75,850.00 | 285.15 | |
| 2026 Q3 | 11 | 1,292.00 | 117.45 | |
| 2026 Q4 | | | | |
| **Total 2026** | **795** | **271,483.00** | **341.49** | |

# MOORHEAD PUBLIC SERVICE

AMR Meters to AMI Meters

As of 09/30/2026

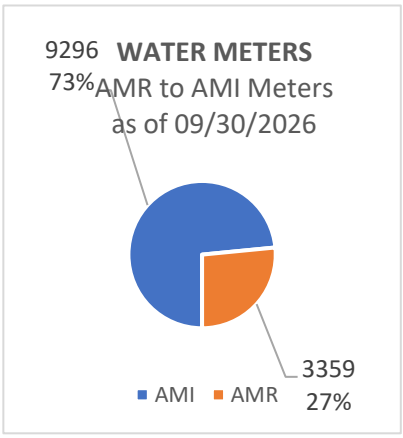
| | Electric | | Water | | Grand Total |
|---|---|---|---|---|---|
| **Cycle** | **AMI** | **AMR** | **AMI** | **AMR** | |
| Cycle 10 | 1609 | 1 | 872 | 109 | 2591 |
| Cycle 20 | 1549 | 2 | 1025 | 94 | 2670 |
| Cycle 30 | 1745 | 0 | 883 | 55 | 2683 |
| Cycle 50 | 1962 | 3 | 1282 | 138 | 3385 |
| Cycle 60 | 2144 | 3 | 1219 | 133 | 3499 |
| Cycle 70 | 2636 | 2 | 979 | 158 | 3775 |
| Cycle 80 | 1727 | 2 | 114 | 729 | 2572 |
| Cycle 85 | 2241 | 2 | 114 | 929 | 3286 |
| Cycle 90 | 2503 | 1 | 342 | 586 | 3432 |
| Cycle 95 | 3805 | 1 | 2466 | 428 | 6700 |
| Grand Total | 21921 | 17 | 9296 | 3359 | 34593 |

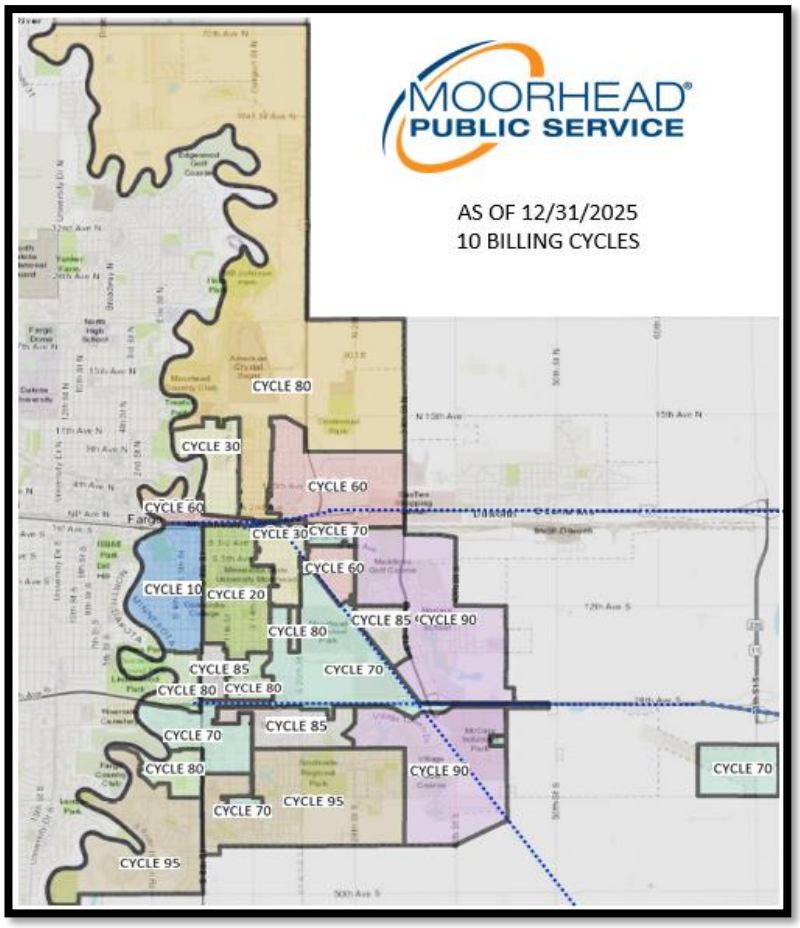



FOR REFERENCE
12/31/2025

Electric
40%

Water
17%



# Human Resources Quarterly Dashboard

2026 Quarter 3

## U.S. Bureau of Labor Statistics (BLS) Employee Counts Reported

*(Full-time and part-time employees to include paid Commissioners)*

| | |
|---|---|
| July 2026 | 69 |
| August 2026 | 68 |
| September 2026 | 64 |

## New Hires Processed During Quarter

*(Payroll Setup / Federal E-Verify (I-9) Processed / MN New Hire Reporting)*

| | |
|---|---|
| Full-time | 1 |
| Part-time and Commissioners | 0 |
| Total | 1 |

## Full-Time Separations Processed During Quarter

| | |
|---|---|
| *(State PERA Reporting / (COBRA) Health Insurance Notifications)* | 1 |

## OSHA / Workers Compensation Reporting

| | |
|---|---|
| Total Injury Incidents Reported During Quarter | 2 |
| OSHA Form 301 Recordable Incident Reports Initiated* | 1 |
| Workers Compensation First Claims Initiated** | 1 |

* Only incidents that require attention from a medical provider are reported on OSHA Form 301 incident reports. Per OSHA recordkeeping requirements, minor injuries requiring only routine first aid attention do not need to be recorded.

** Workers' Compensation Filings submitted when there is notification of an office visit, medical visit or other situation that may have a financial or cost impact.

## Quarterly Reporting and Testing Requirements

| | Completed |
|---|---|
| Commercial Driver's License (CDL) Quarterly Random Tests Completed | X |

The following are completed during the first month following the end of the quarter:

| | |
|---|---|
| Federal Quarterly Withholding Tax Reported / Filed | X |
| MN State Quarterly Withholding Tax Reported / Filed | X |
| ND Quarterly Withholding Tax Reported / Filed | X |
| MN Quarterly Unemployment Insurance Income Reported / Filed | X |
| MN Paid Leave Quarterly Payment Processed | X |

## Other Items During Quarter

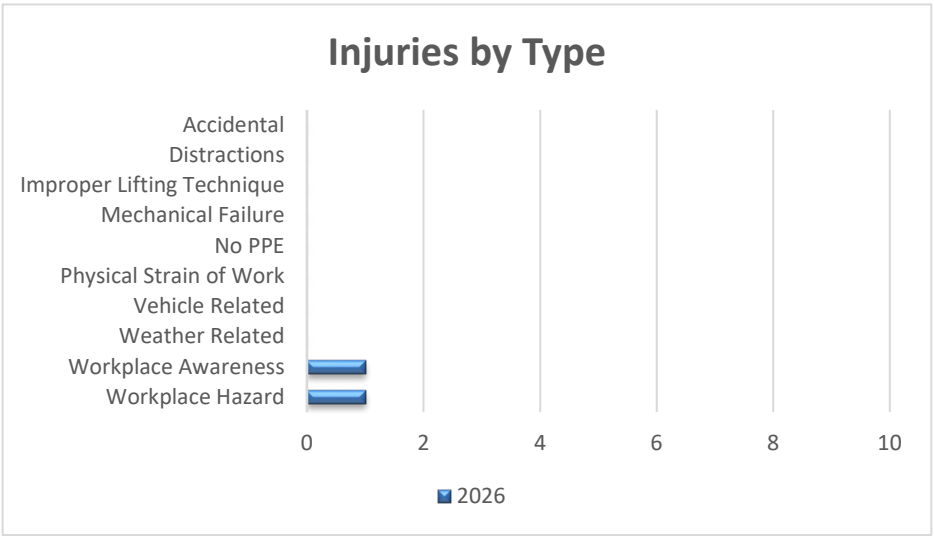
| | |
|---|---|
| Payments to benefit providers made using 2026 rates | X |

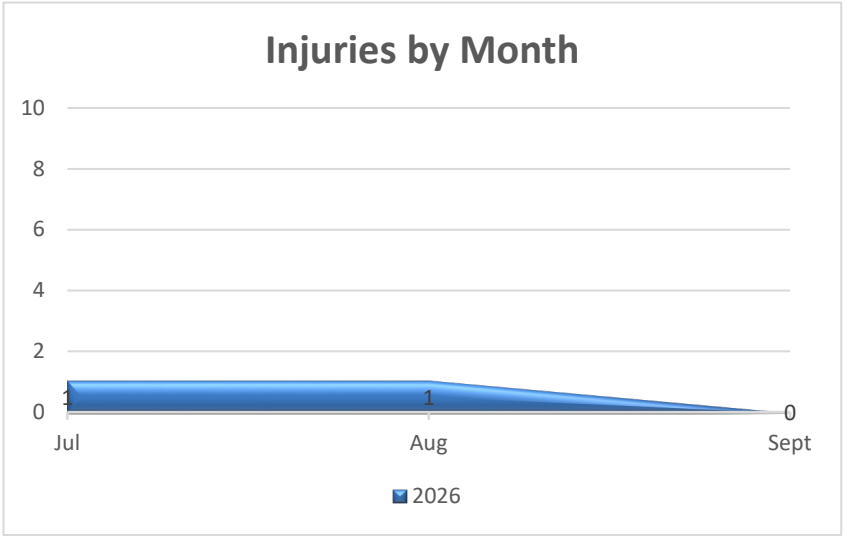
## SAFETY COMMITTEE UPDATES

The Safety Committee meets every month to discuss upcoming safety training topics, address safety concerns, and review injury reports, when needed.

## 3RD QUARTER OF 2026

There were two injuries reported during the third quarter of 2026.




American Water Works Association MinnesotaSection

APPA American Public Power Association

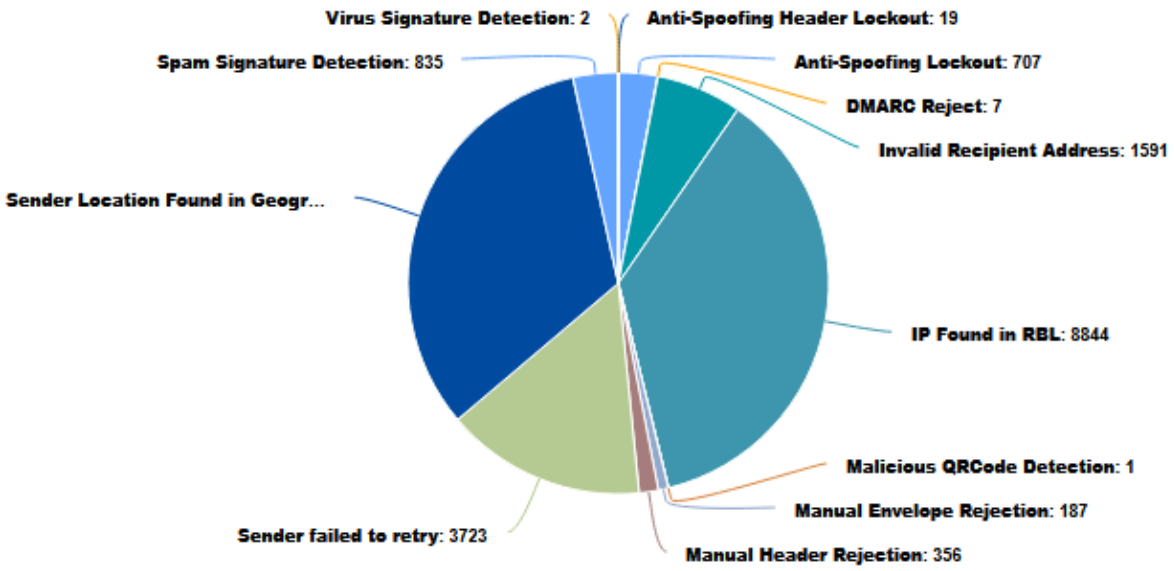
MMUA Minnesota Municipal Utilities Association

MOORHEAD PUBLIC SERVICE

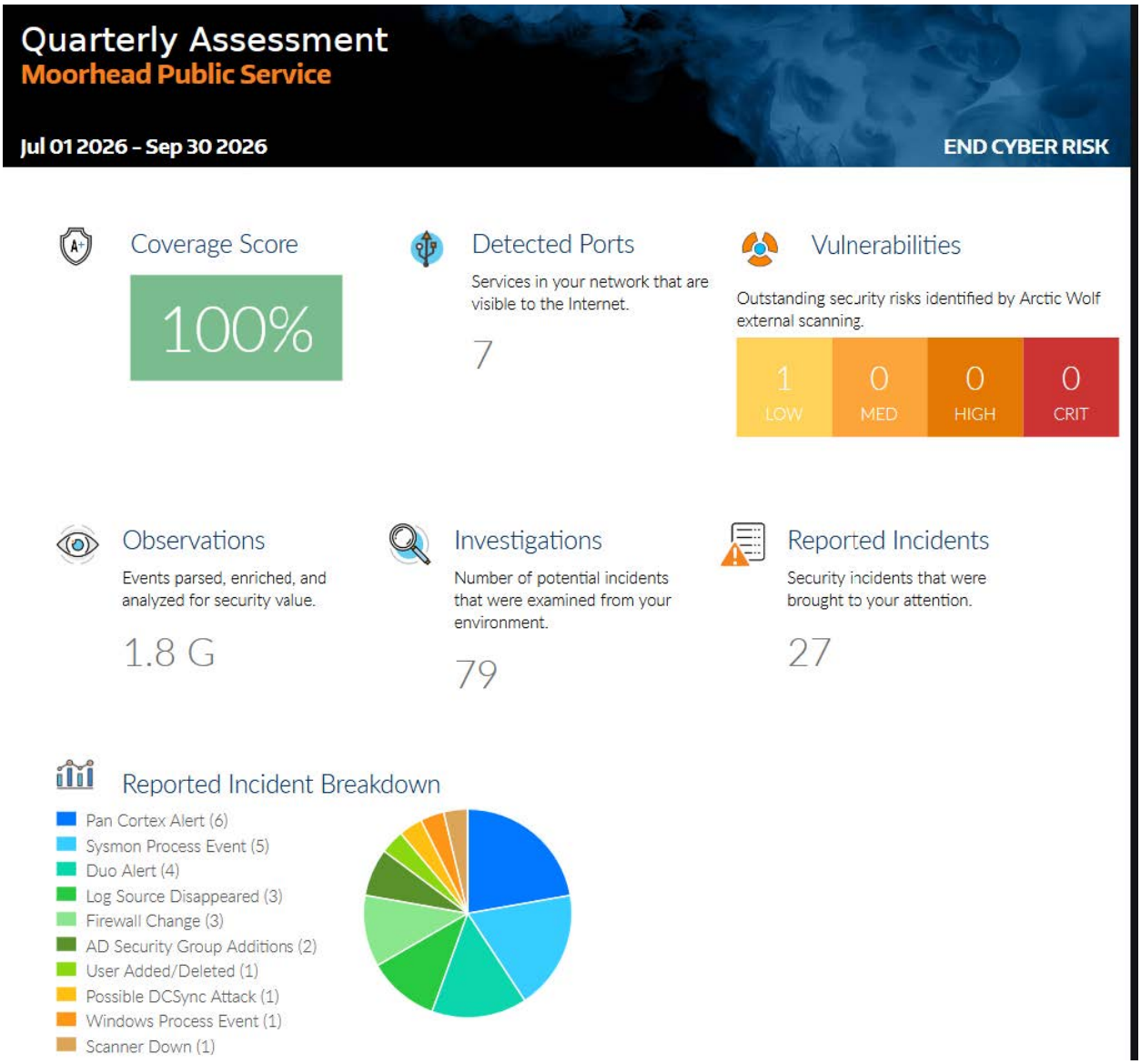
# Rejection Overview

From 1 Jul 2026 To 30 Sep 2026

Total Rejection Count: 24186



Quarterly Assessment

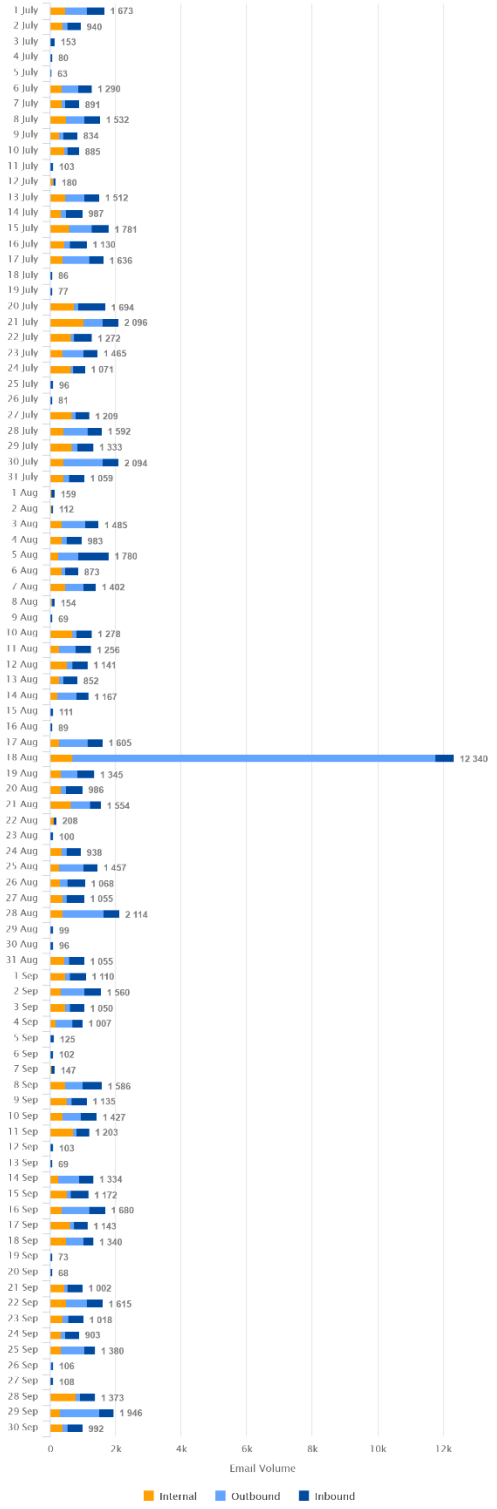



Email volume

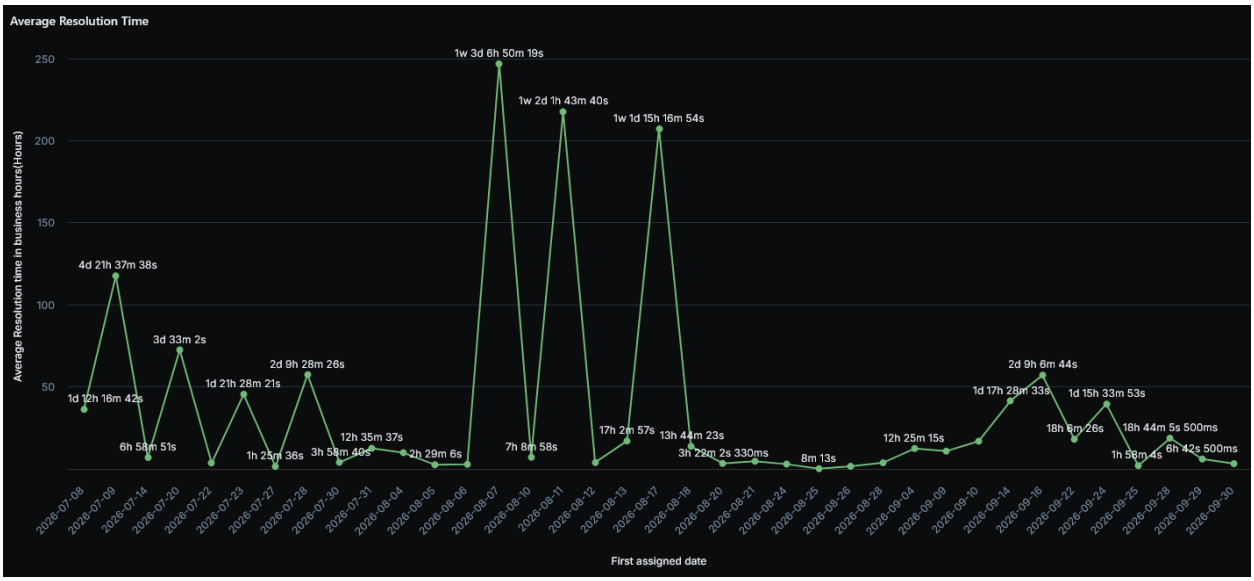
# Email Volume by Day

From 1 Jul 2026 To 30 Sep 2026

Total Email Count: 97703

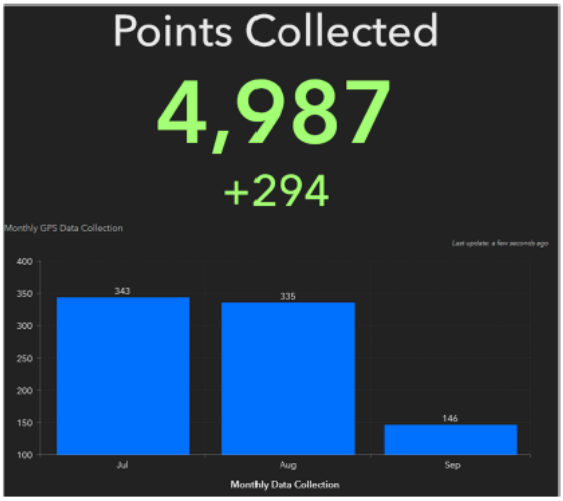


# Internal Ticket Average Resolution Time

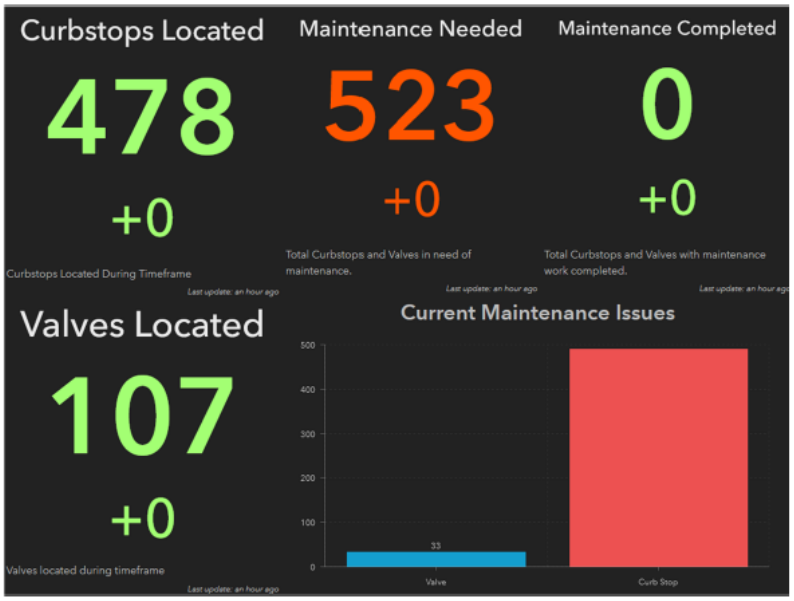


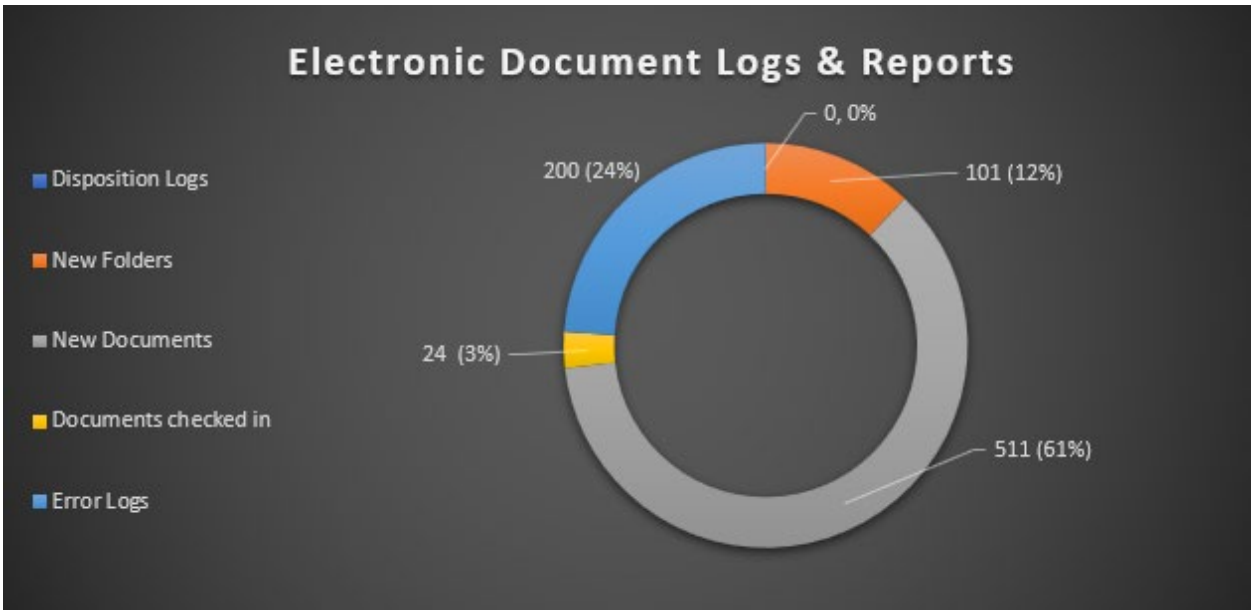
MOORHEAD™
PUBLIC SERVICE
*Geographic Information System*

**GPS Points Collected—Water Facilities**

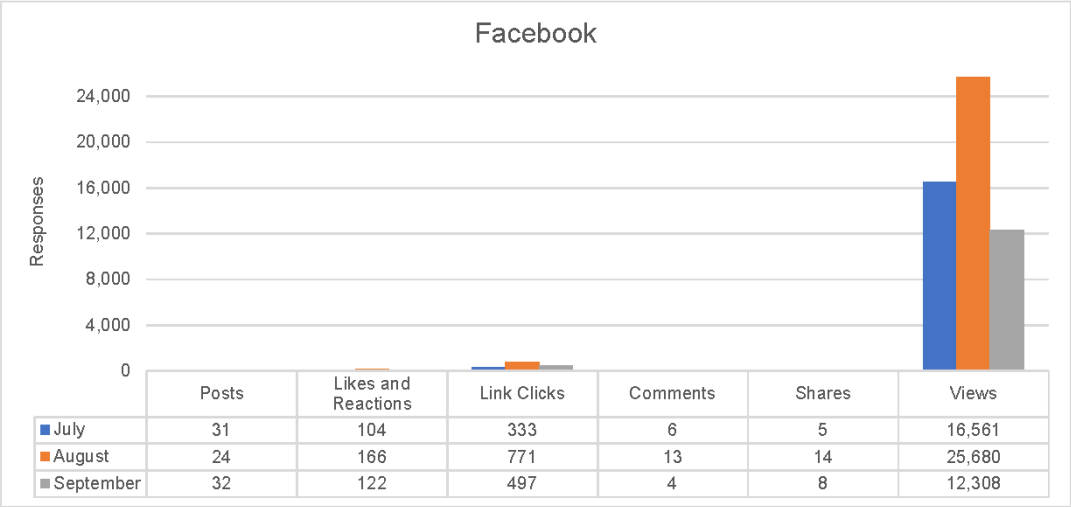



**Water Distribution Maintenance**

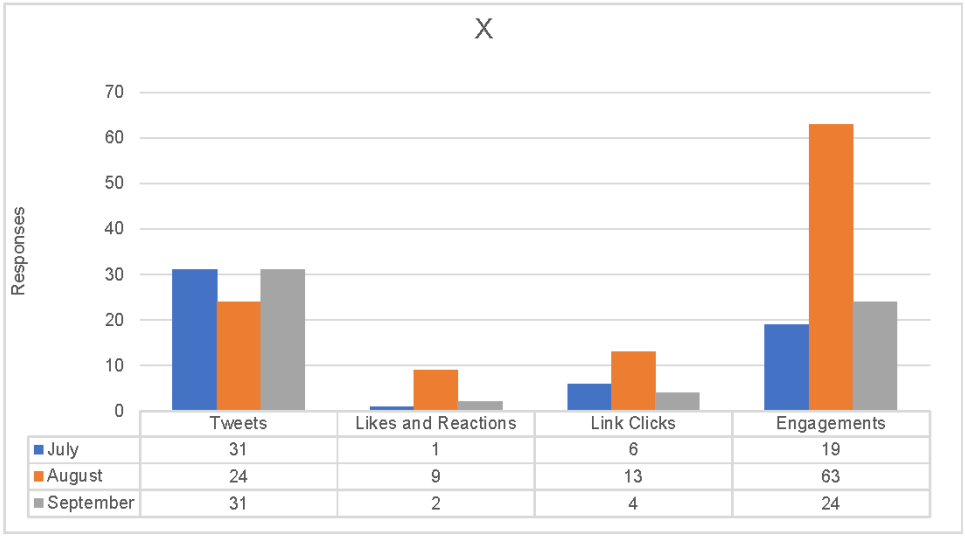



Electronic Document Logs & Reports
Disposition Logs
New Folders
New Documents
Documents checked in
Error Logs
0, 0%
101 (12%)
200 (24%)
24 (3%)
511 (61%)

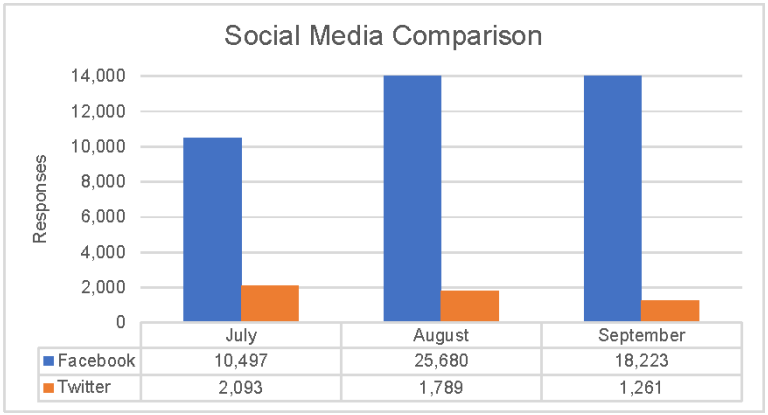
# SOCIAL MEDIA STATISTICS - 1ST QUARTER




| | Posts | Likes and Reactions | Link Clicks | Comments | Shares | Views |
|---|---|---|---|---|---|---|
| July | 31 | 104 | 333 | 6 | 5 | 16,561 |
| August | 24 | 166 | 771 | 13 | 14 | 25,680 |
| September | 32 | 122 | 497 | 4 | 8 | 12,308 |




| | Tweets | Likes and Reactions | Link Clicks | Engagements |
|---|---|---|---|---|
| July | 31 | 1 | 6 | 19 |
| August | 24 | 9 | 13 | 63 |
| September | 31 | 2 | 4 | 24 |




| | July | August | September |
|---|---|---|---|
| Facebook | 10,497 | 25,680 | 18,223 |
| Twitter | 2,093 | 1,789 | 1,261 |

## Audience

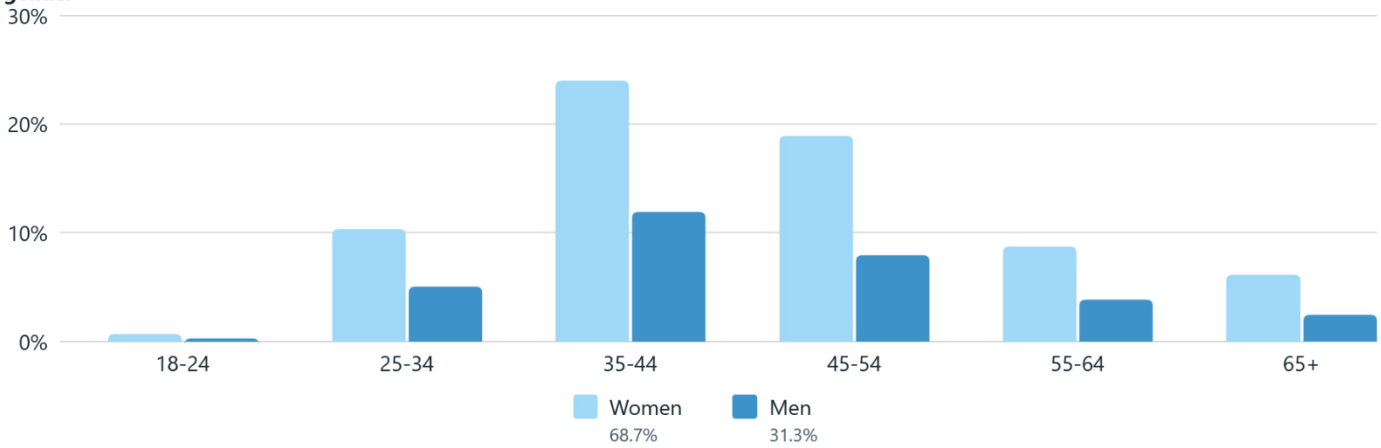
Demograph... | Trends | Potential audience

**Followers**

Lifetime

3,420

**Age & gender**




**Top cities**

| | |
|---|---|
| Moorhead, MN | 53.2% |
| Fargo, ND | 14.2% |
| West Fargo, ND | 2.5% |
| Dilworth, MN | 1.5% |
| Oakport, MN | 1.4% |
| Hawley, MN | 0.9% |
| Barnesville, MN | 0.6% |
| Detroit Lakes, MN | 0.6% |
| Glyndon, MN | 0.6% |
| Horace, ND | 0.6% |

**Top countries**

| | |
|---|---|
| United States | 98.9% |
| Canada | 0.1% |
| Indonesia | 0.1% |
| New Zealand | 0.1% |
| Nigeria | 0.1% |
| Philippines | 0.1% |
| Thailand | 0.1% |
| Vietnam | 0.1% |

# Water Division
## 3rd Quarter 2026 Dashboard

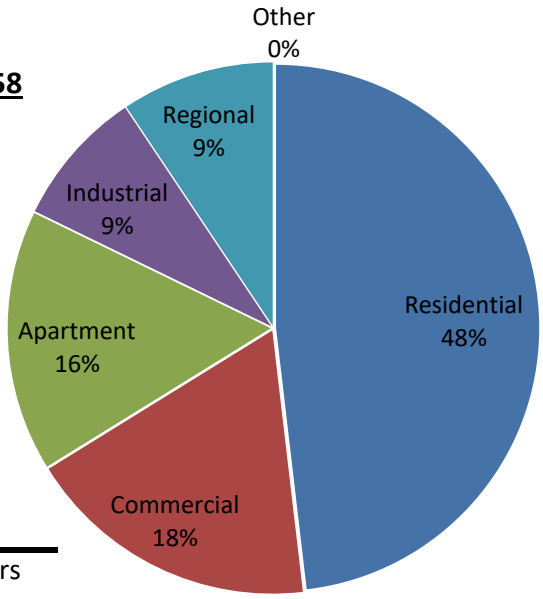
## What Are We Known For?

- Class A Surface Water Treatment Plant
- Ozone Disinfection
- Great Tasting Water
- Innovative Staff
- Leaders in the field

**2026 3rd Quarter Water Division (Gallons) = 414,127,058**

| *Revenue Mix:* | | *Water usage* |
|---|---|---|
| 48% | **Residential** | 198,416,692 |
| 18% | **Commercial** | 74,346,914 |
| 16% | **Apartment** | 66,051,438 |
| 8% | **Industrial** | 34,640,700 |
| 9% | **Regional** | 38,681,635 |
| < 1% | **Other** | 1,989,680 |

### Gallons By User Type




**Customer Base**

| | |
|---|---|
| Residential Customers | 12,199 |
| Commercial Customers | 883 |
| Apartment Customers | 432 |
| Industrial Customers | 3 |
| Regional Customers | 1 |
| Other Customers | 0 |

13,548 Customers

### Water Quality Sampling Protocol

**Trihalomethanes & Haloacetic Acids**

| Sampled | Passed | Percent |
|---|---|---|
| 8 | 8 | **100%** |

**Bacteriological Samples**

| Sampled | Passed | Percent |
|---|---|---|
| 150 | 150 | **100%** |

**Fluoride Samples**

| Sampled | Low | High |
|---|---|---|
| 276 | 0.57 mg/L | 0.76 mg/L |

**Stage 1 Disinfectant Byproduct Rule - Bromate Samples**

| Sampled | Passed | Percent |
|---|---|---|
| 3 | 3 | **100%** |

**Total Organic Carbon Internal Samples**

| Sampled | Passed | Percent |
|---|---|---|
| 184 | 184 | **100%** |

**LT 1 Enhanced Surface Water Treatment Rule - Turbidity**

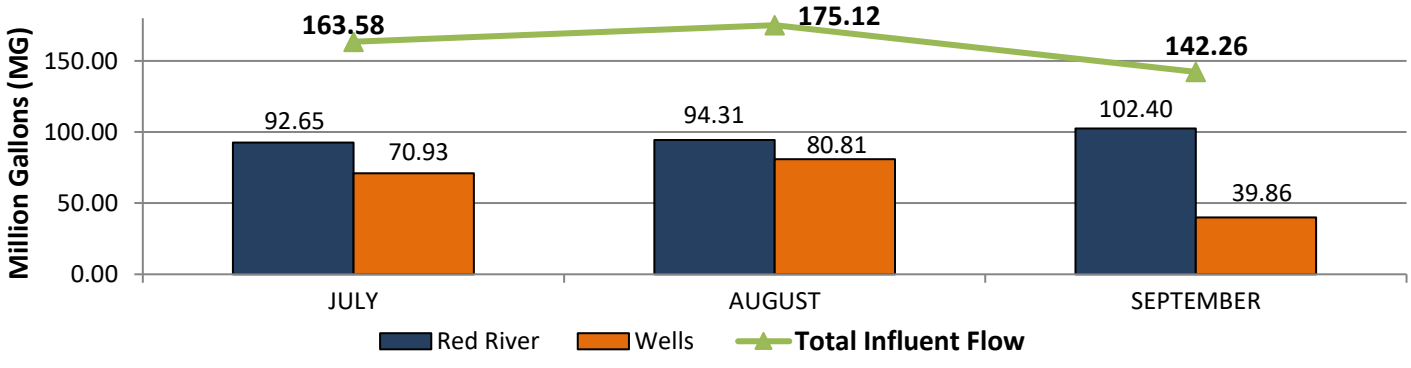
| Sampled | Passed | Percent |
|---|---|---|
| 552 | 552 | **100%** |

**Stage 1 DBP Rule - Alk & TOC Reduction Samples**

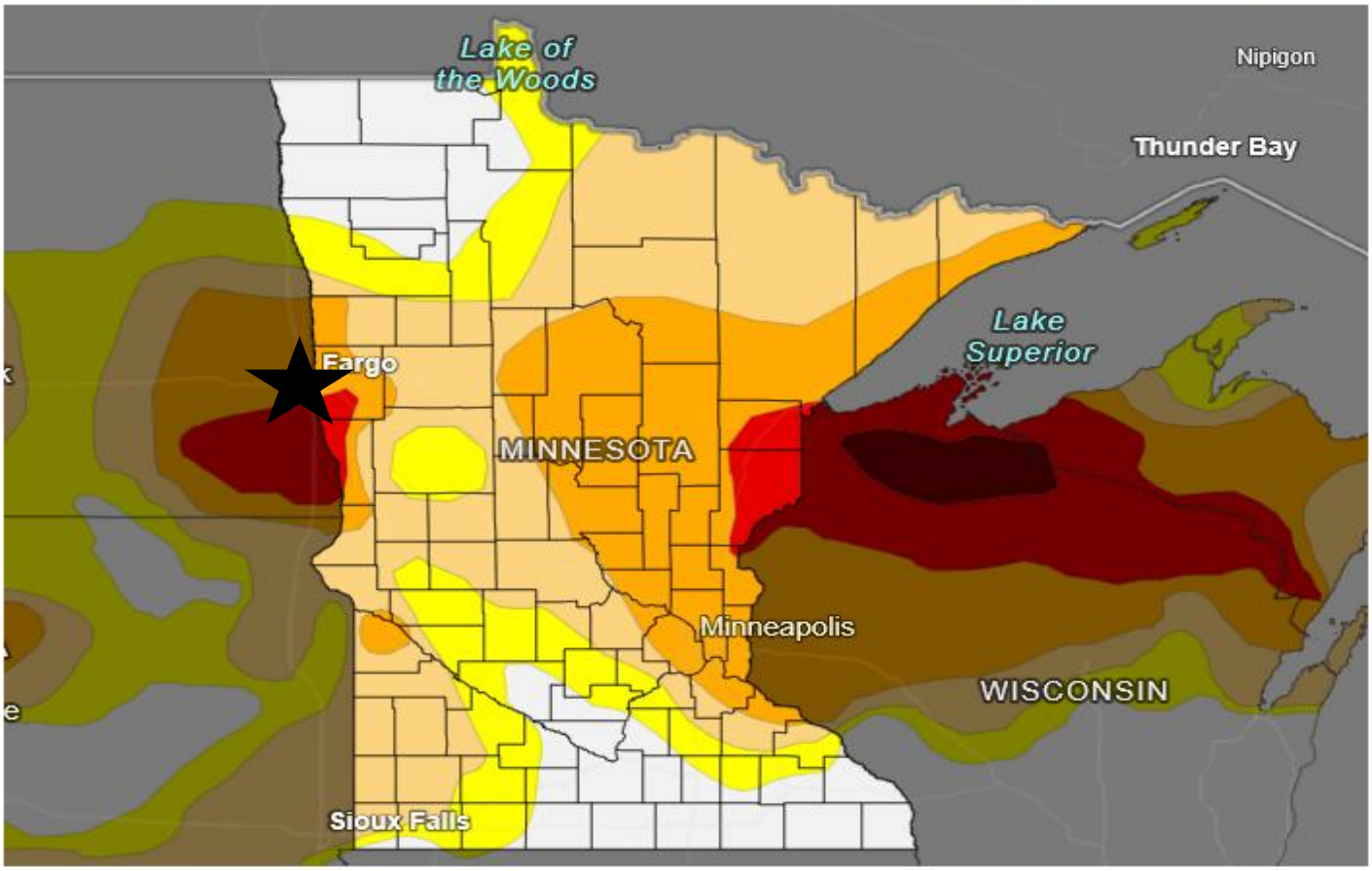
| Sampled | Passed | Percent |
|---|---|---|
| 3 | 3 | **100%** |

General Water Quality Parameters for new Lead and Copper Rule Improvements

### Water Pumped By Source



## U.S. Drought Monitor



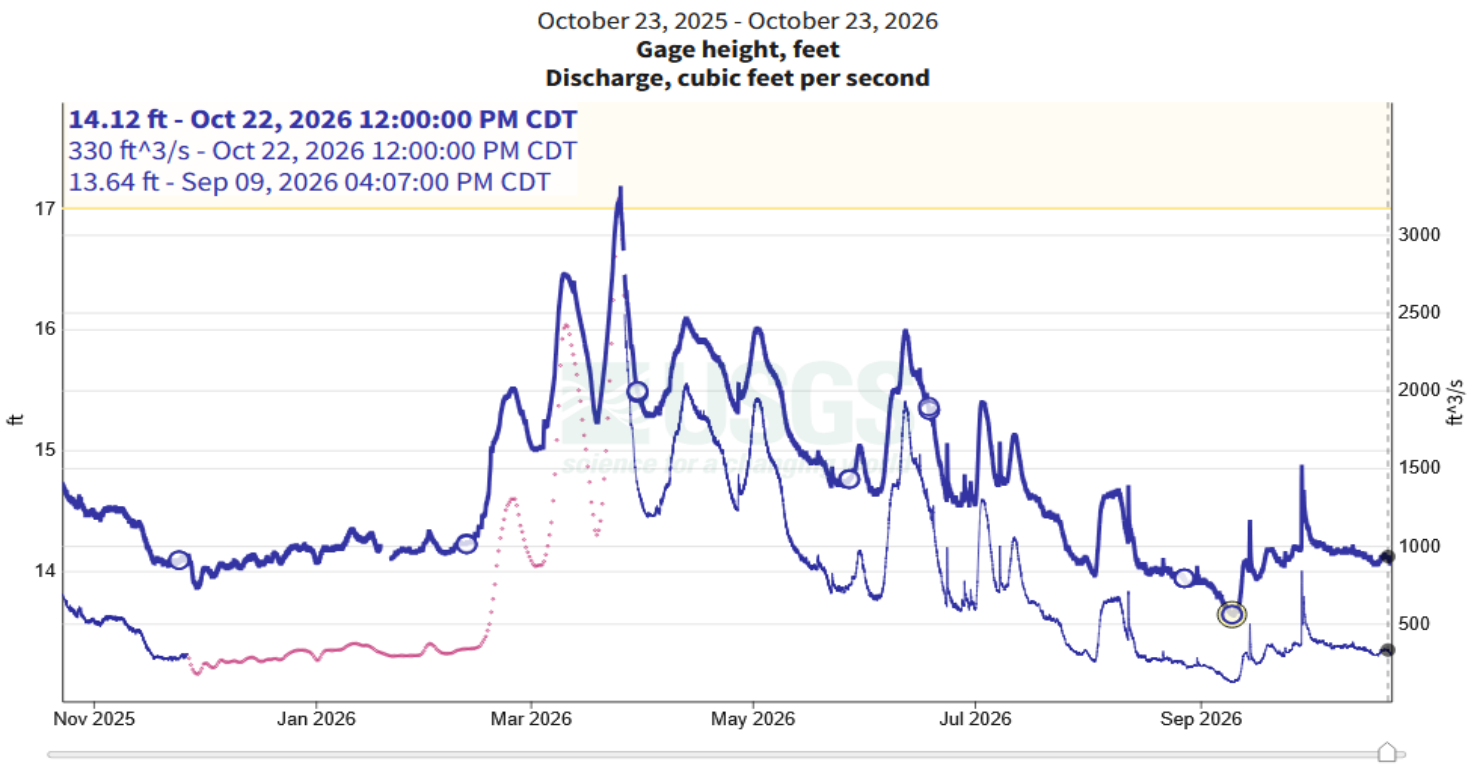

| Drought & Dryness Categories | % of MN |
|---|---|
| D0 – Abnormally Dry | 17.4% |
| D1 – Moderate Drought | 35.6% |
| D2 – Severe Drought | 24.5% |
| D3 – Extreme Drought | 2.5% |
| D4 – Exceptional Drought | 0.0% |
| Total Area in Drought (D1–D4) | 62.6% |

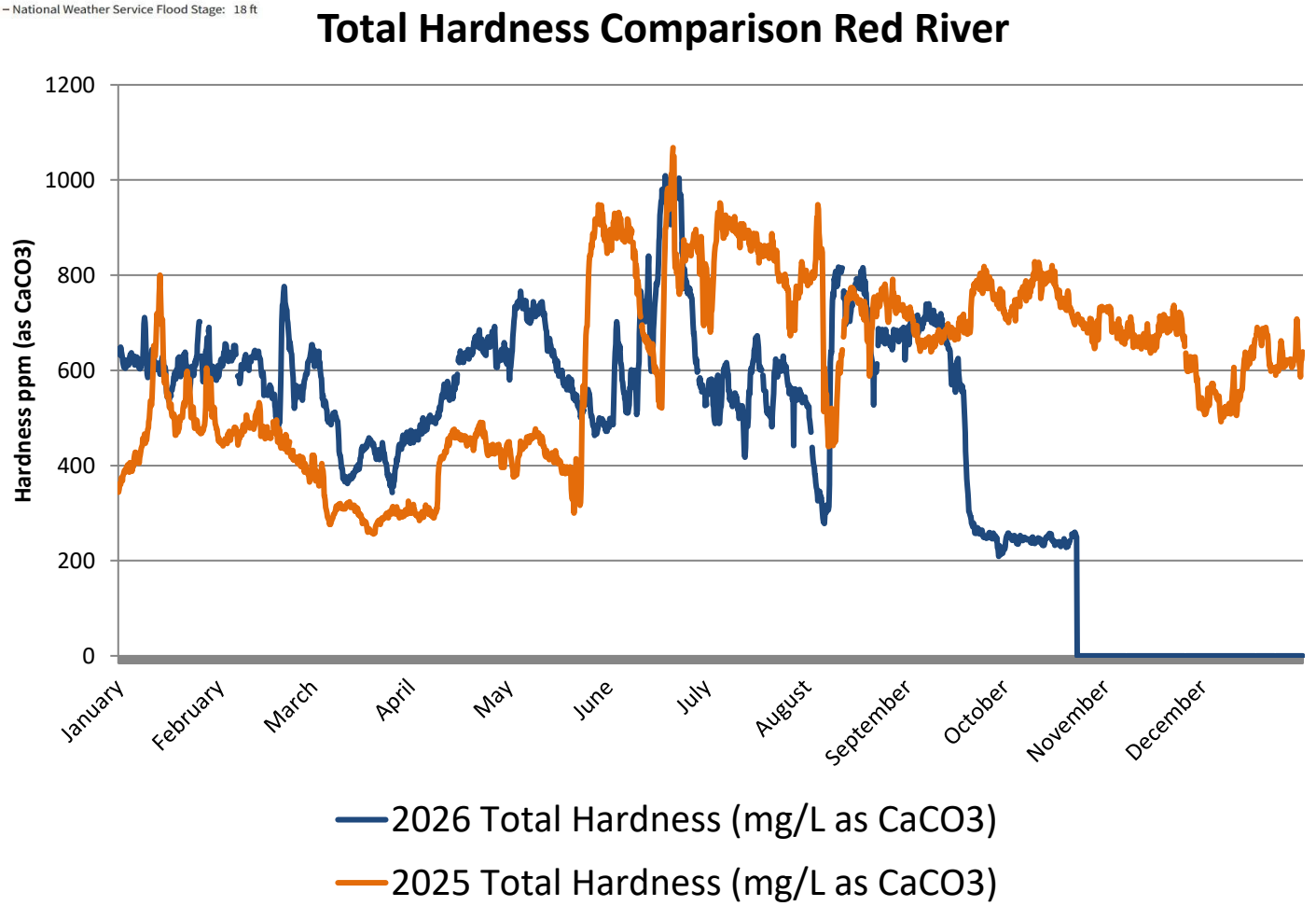
Source(s): NDMC, NOAA, USDA, NASA
Data Valid: 10/20/26

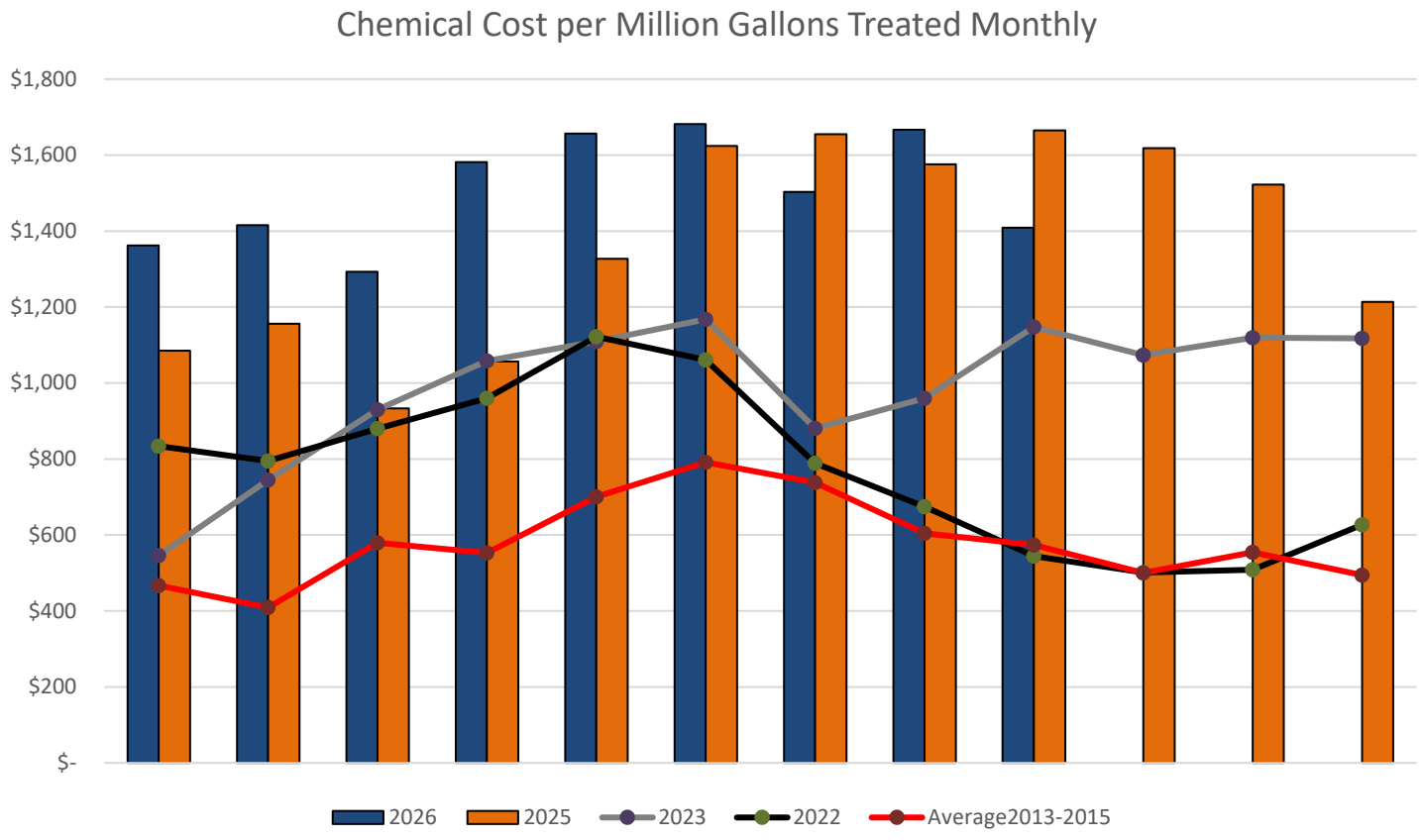
**Drought.gov**

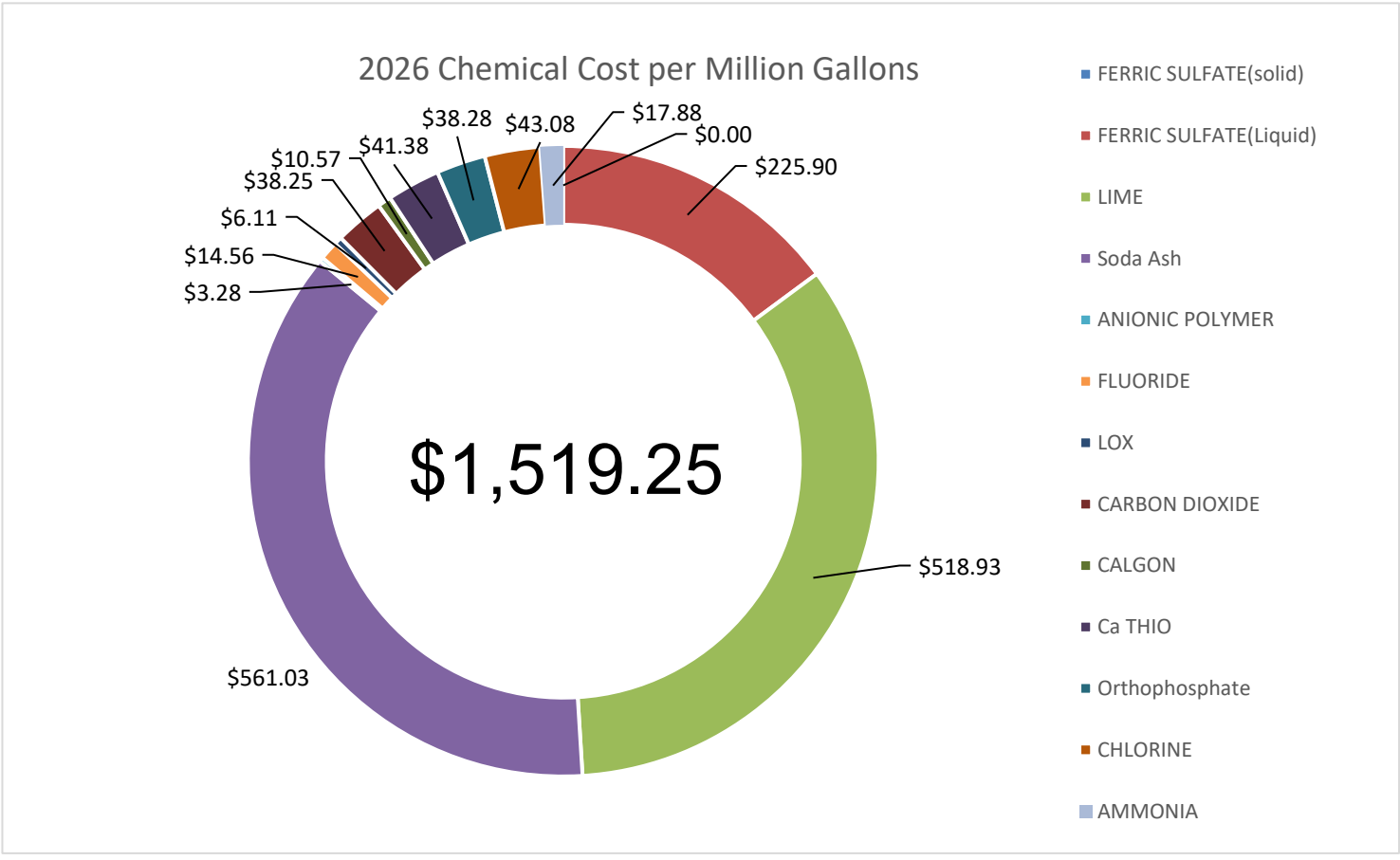
Drought conditions currently maintaining due to high maximum daily temperatures and lack of precipitation; decreased antecedant soil moisture throughout the region

**Red River of the North at Fargo, ND - USGS-05054000** Subscribe to WaterAlert

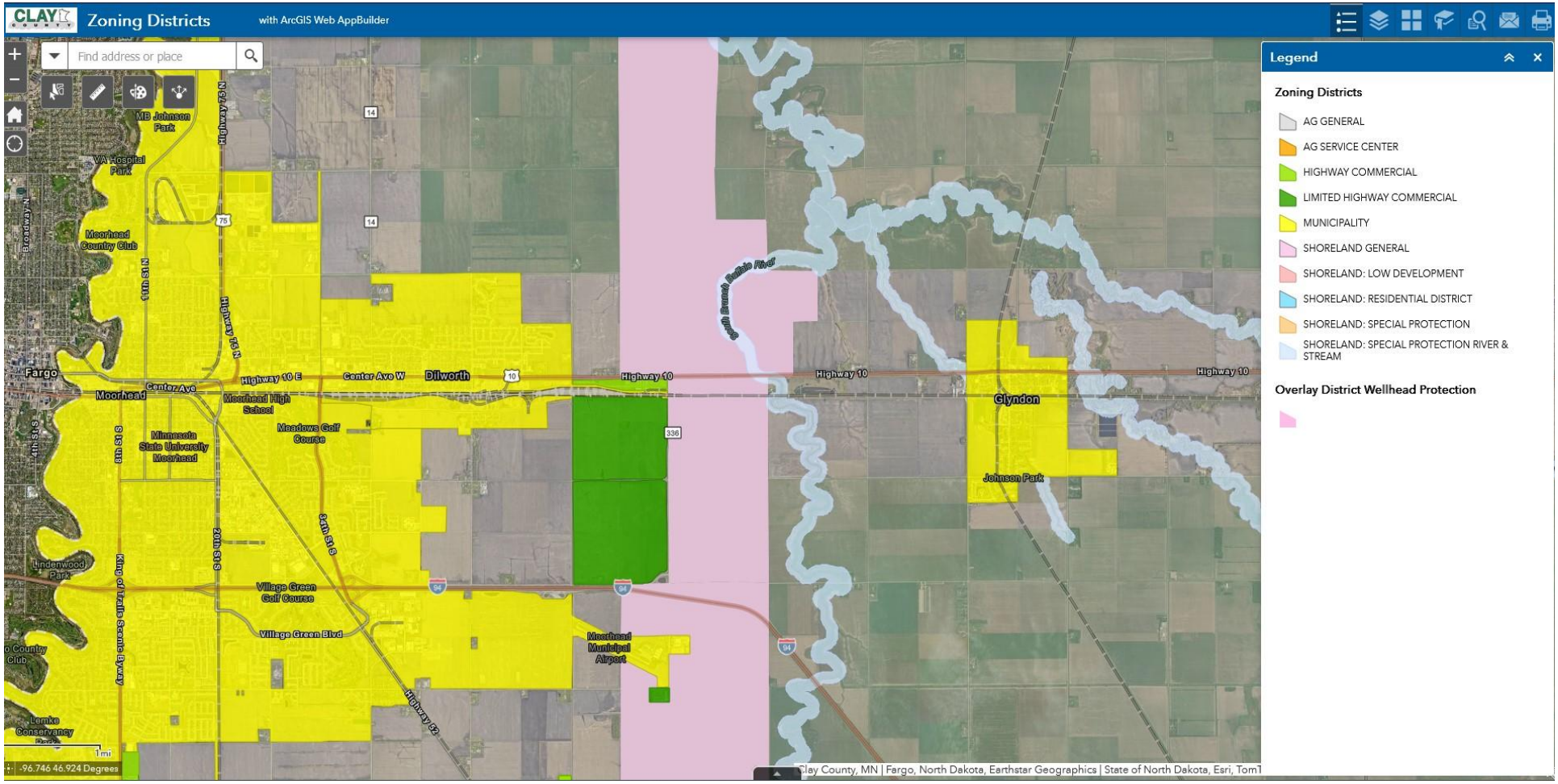



Chemical Cost per Million Gallons Treated Monthly
$1,800
$1,600
$1,400
$1,200
$1,000
$800
$600
$400
$200
$-
2026
2025
2023
2022
Average2013-2015


2026 Chemical Cost per Million Gallons
$1,519.25
$225.90
$518.93
$561.03
$3.28
$14.56
$6.11
$38.25
$10.57
$41.38
$38.28
$43.08
$17.88
$0.00
FERRIC SULFATE(solid)
FERRIC SULFATE(Liquid)
LIME
Soda Ash
ANIONIC POLYMER
FLUORIDE
LOX
CARBON DIOXIDE
CALGON
Ca THIO
Orthophosphate
CHLORINE
AMMONIA

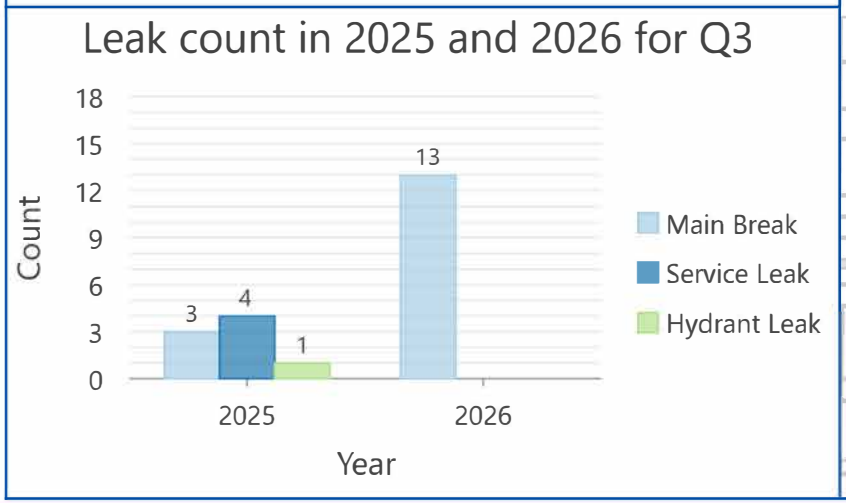
# Buffalo Aquifer Zoning and Protection

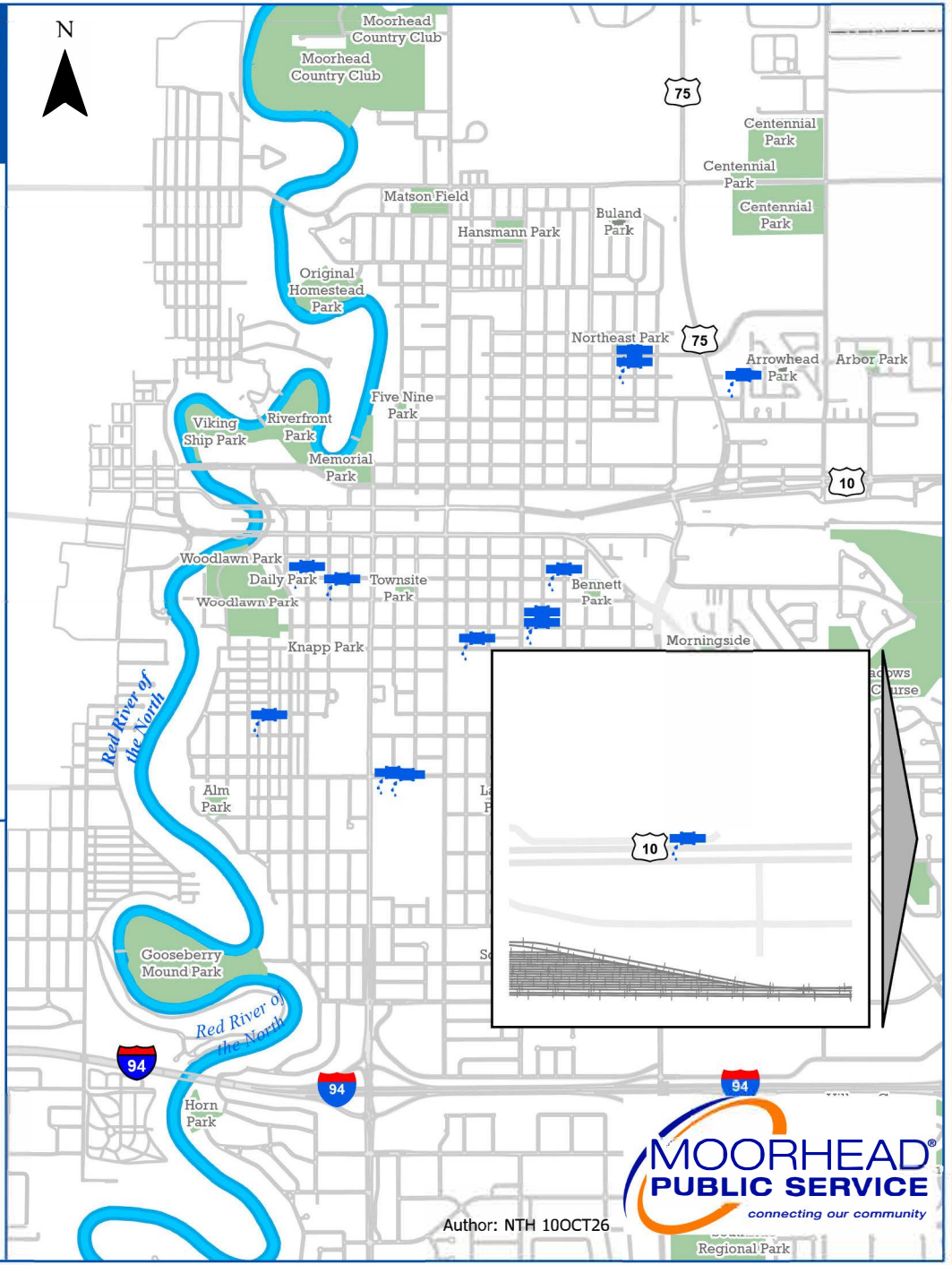



Note: Wellhead Protection Plan Update is underway
Awaiting responses for Wellhead Protection Team Appointees
Phase I Draft - Wellhead Protection Plan with MDH is complete
Wellhead Protection Team meetings begin November 2025

# Q3 Water Leaks 2026

| Repair Date | Leak Type | Location Description | Pipe Diameter |
|---|---|---|---|
| 7/12/2026 | Main Break | 425 15th ST S | 6 inch |
| 7/13/2026 | Main Break | 211 5th ST S | 6 inch |
| 7/14/2026 | Main Break | 415 15th ST S | 6 inch |
| 7/28/2026 | Main Break | 617 19th ST N | 6 inch |
| 7/30/2026 | Main Break | 615 3rd AVE S | 8 inch |
| 8/5/2026 | Main Break | 901 3rd ST S | 6 inch |
| 8/6/2026 | Main Break | 213 16th ST S | 6 inch |
| 8/10/2026 | Main Break | 6500 HWY 75 E | 16 inch |
| 8/19/2026 | Main Break | 1212 6th AVE Alley | 4 inch |
| 9/2/2026 | Main Break | 708 19th ST N | 6 inch |
| 9/3/2026 | Main Break | NW Corner of 9th ST S and 12th AVE S | 6 inch |
| 9/4/2026 | Main Break | 6th AVE and 24th ST N | 6 inch |
| 9/25/2026 | Main Break | 916 12th AVE S | 6 inch |



# Moorhead Public Service Strategic Direction Matrix 2025-2027

# 2026 Implementation

| Community | Our Team | Water |
|---|---|---|
| **Success Indicator** | **Success Indicator** | **Success Indicator** |
| ⌖ Positive engagement from the general public<br>⌖ More key account interactions<br>⌖ Ways to use AMI data for better customer service | ⌖ HR applicant mgmt. software<br>⌖ No loss-time work injuries<br>⌖ Pride in culture & organization – "family"<br>⌖ Cross-training/other fields, other departments, office employees, seeing AMI meters | ⌖ Fewer water main breaks – keep downward trend<br>⌖ Work aligns with the master plan – water supply direction decided<br>⌖ Supplemental use for lime solids<br>⌖ Start more focused research<br>⌖ Work toward zero water quality complaints<br>⌖ Wellhead protection plan |
| **2nd Year Accomplishments** | **2nd Year Accomplishments** | **2nd Year Accomplishments** |
| ⌖ Develop a communication and marketing plan<br>⌖ Grow key account initiative - 10?<br>⌖ The communication, marketing, and energy services position develops ongoing relationships with the Moorhead community | ⌖ Full Staff - hiring efficiency<br>⌖ Continuing training & development<br>⌖ Quarterly newsletters/comms<br>⌖ Grow staff engagement activities stats<br>⌖ Succession plan updated | ⌖ Complete facilities study and master plan for the water division<br>⌖ Continue 1.25 miles of water main replacement<br>⌖ LSL replacement project<br>⌖ Continue progress with an alternate use for lime solids<br>⌖ Source water protection<br>⌖ Large load integration plan<br>⌖ Backflow prevention program<br>⌖ Grant opportunities strategy - water |
| **Key Performance Indicators (KPI's)** | **Key Performance Indicators (KPI's)** | **Key Performance Indicators (KPI's)** |
| ❋ Social media statistics<br>❋ Community engagement activities stats<br>❋ BES stats<br>❋ Key accounts/non-key accounts - 10 visits each | ❋ Training report<br>❋ Position stats and updates<br>❋ Quarterly newsletters<br>❋ Safety stats<br>❋ Report on culture events | ❋ LCRI compliance<br>❋ Main break trending<br>❋ 100% regulatory compliance<br>❋ Water quality/supply - source water protection |

Completed  In-Process/On-Going  Gathering Information-Not Started

# Moorhead Public Service Strategic Direction Matrix 2025-2027
# 2026 Implementation

| Electric | Finance | Technology |
|---|---|---|
| **Success Indicator** | **Success Indicator** | **Success Indicator** |
| ⌖ NE/SE design complete – construction started<br>⌖ NERC compliance 100%<br>⌖ LED conversion @ 95%<br>⌖ Load control/peak reduction – conversation started with Commission<br>⌖ Large load clarity outlook | ⌖ Transfer agreement in place for 3 - 5 years<br>⌖ Research PR/Acct system<br>⌖ Firm bond schedules (stable rates, low-interest borrowing)<br>⌖ MRES agreement extension<br>⌖ TOU prep<br>⌖ Grants/supplement rate plan | ⌖ CIS upgraded (AMI, efficiency, customer experience, work order management system)<br>⌖ AMI completion (more/better data, ability to better help customers, the "why" answers customer questions, provides staff information to pinpoint/refer customers)<br>⌖ Plan in place for payroll/finance software |
| **2nd Year Accomplishments** | **2nd Year Accomplishments** | **2nd Year Accomplishments** |
| ⌖ NE/SE substation relocation & upgrade - design and planning<br>⌖ Large load integration plan<br>⌖ NE generating station - preliminary plan and design<br>⌖ MRES S-1 Contract extension | ⌖ Complete transfer agreement update<br>⌖ TOU implementation/coordination plan (2028)<br>⌖ Exploring ways to use AMI data for better customer service | ⌖ Cybersecurity training<br>⌖ GIS Conversion Action Plan<br>⌖ Creating file plans & structure<br>⌖ Redundant NOC operational<br>⌖ CIS software upgrade - 2026 – 2027 |
| **Key Performance Indicators (KPI's)** | **Key Performance Indicators (KPI's)** | **Key Performance Indicators (KPI's)** |
| ❋ NERC compliance<br>❋ Streetlight LED conversion<br>❋ Reliability/outage rate<br>❋ Load mgmt/purchased power stats | ❋ Financial statistics<br>❋ Days of cash on hand<br>❋ Clean audit | ❋ Cyber security stats – no Breaches<br>❋ Records mgmt. upgrades (roles assigned, file plans in place)<br>❋ Water and electric AMI meter conversion stats |

Completed  In-Process/On-Going  Gathering Information-Not Started

**Department of Energy**
Western Area Power Administration
Upper Great Plains Customer Service Region
P.O. Box 35800
Billings, MT 59107-5800

RECEIVED
OCT 23 2026
MOORHEAD PUBLIC SERVICE
MOORHEAD, MN

10/16/26

Dear Firm Power Service Customer:

As part of the current rate schedule, placed into effect January 1, 2025, under Rate Order No. WAPA-213 (published in the Federal Register on November 20, 2024), Western Area Power Administration (WAPA) will conduct a preliminary review of the Pick-Sloan Missouri Basin Program--Eastern Division (P-SMBP--ED) Firm Power Service Rate Drought Adder component in early spring to provide customers advance notice of any foreseen changes to the Drought Adder component. In the fall, WAPA will complete a final review of drought conditions and provide notification of any change to the Drought Adder component of the rate schedule that would take effect on January 1 of the of the following year.

As noted in our June 11, 2026, letter for our annual Drought Adder review process notice, WAPA estimated no change to the P-SMBP--ED Drought Adder component for January 1, 2027. WAPA is using this letter to notify customers that, as prescribed in the annual Drought Adder review process, the final review has been completed, and we are not changing the Drought Adder component for January 2027. Though drought conditions in the region continue to be evident, we remain on track to meet planned repayment obligations toward prior year drought deficits even with less-than-optimal generation. This is primarily due to optimization of our resources and flexibility in the expanded SPP market. The Drought Adder component charges are shown in the table below:

| January 1, 2027 | Firm Demand ($/kW month) | Firm Energy (mills/kWh) | Estimated Change |
|---|---|---|---|
| Base Component | $6.70 | 16.80 | -0- |
| Drought Adder Component | $0.30 | 0.80 | -0- |
| Total Rate | $7.00 | 17.60 | -0- |

Information concerning the firm power service rate can be found online at *www.wapa.gov/about-wapa/regions/ugp/ugp-rates/*. If you have any questions concerning this notice, please telephone me at (406) 702-4791 or email me at cady@wapa.gov.

Sincerely,

LINDA CADY-HOFFMAN
Digitally signed by LINDA CADY-HOFFMAN
Date: 2026.10.16 09:39:02 -06'00'

Linda Cady-Hoffman
Rates Manager
Upper Great Plains Region

MISSOURI RIVER® ENERGY SERVICES

3724 West Avera Drive
PO Box 88920
Sioux Falls, SD 57109-8920
Telephone: 605.338.4042
Fax: 605.978.9360
www.mrenergy.com

October 20, 2026

RECEIVED
OCT 29 2026
MOORHEAD PUBLIC SERVICE
MOORHEAD, MN

Travis Schmidt
General Manager
Moorhead Public Service
P.O. Box 779
Moorhead, MN 56561

RE: Annual Generation Verification Test Capacity

Dear Travis,

On June 29, 2026, Moorhead Public Service (MPS) operated its generating equipment at the request of Missouri River Energy Services (MRES) to perform the annual Generation Verification Test Capacity (GVTC). Under the Reserved Capacity Agreement (RCA) between MPS and MRES dated May 4, 2023, GVTC testing is to be conducted annually in accordance with Section 5.3 of the RCA. Through this testing, your equipment demonstrated a capability of 10,081 kilowatts (kW), via the revenue meter, less auxiliary loads. The contracted generation capacity specified in the RCA is 10,000 kW. This capacity does meet MRES expectations under the agreement and will remain in effect through August 31, 2027.

During the test, it was discovered that the revenue meters are due to be calibrated next year. According to Section 8.2 of the RCA, the meters need to be tested and calibrated at intervals no greater than three years. Please schedule a time to have the meters tested and calibrated.

Southwest Power Pool (SPP) requires the results of the annual GVTC to be entered into SPP's Engineering Data Submission Tool (EDST). Since you are in the SPP market, MRES has entered MPS's test results of 10.0 megawatts as the net test capacity into the SPP EDST system.

Respectfully,

Brent A Moeller

Brent A. Moeller, P.E.
Director of Generation Resources

c: Generation Verification File
Alex Abplanalp

MOORHEAD
AREA PUBLIC SCHOOLS

**Community Engagement and Public Relations**

1313 30th Ave. S., Moorhead, MN 56560
Phone: 218-284-3322
www.isd152.org
Fax: 218-284-3333

September 1, 2026

Dear Sponsor,

On behalf of Moorhead Area Public Schools, thank you so much for sponsoring our annual district calendar! We are deeply grateful for your partnership. Having your business front and center in thousands of local homes every day helps keep our Spud community connected and strong.

Great schools rely on great community partners like you. Your sponsorship helps us share vital district updates while also highlighting key partners—like the Moorhead Legacy Education Foundation (MLEF). We are always eager to appreciate and celebrate the positive impact MLEF grants, scholarships, and student snack programs have across our schools.

Here is what your support helps bring to life:

- Daily Community Connections: Keeps your business visible to thousands of MAPS families 365 days a year.
- Spud Pride & Encouragement: Shows our students, teachers, and staff that local business leaders are right there in their corner.
- Stronger Schools: Allows us to print and distribute a high-quality resource that keeps our district informed and engaged.

We wish your business a wonderful and prosperous year ahead! Thank you for continuing to stand behind Moorhead Area Public Schools.

With appreciation,

Brenda Richman
Executive Director of Community Engagement and Public Relations

*An equal opportunity employer*

MOORHEAD
AREA PUBLIC SCHOOLS

# Independent School District 152

1313 30th Ave. S., Moorhead, MN 56560
Phone: 218-284-3300
www.isd152.org
Fax: 218-284-3333

RECEIVED
OCT 29 2026
MOORHEAD PUBLIC SERVICE
MOORHEAD, MN

October 23, 2026

Moorhead Public Service
2901 S Frontage Rd. Ste 2
Moorhead MN 56560

Dear Moorhead Public Service,

On behalf of the School Board and Moorhead Area Public Schools, I would like to express our heartfelt gratitude for the significant impact your classroom supply donation to Dorothy Dodds Elementary School has had on students and staff. Your generosity has not only provided essential resources but also uplifted the spirits of our school community.

Sincerely,

Dr. Brandon M. Lunak
Superintendent of Schools

MOORHEAD LEGACY EDUCATION FOUNDATION
P.O. BOX 1006
MOORHEAD, MN 56561
moorheadlegacyfoundation@gmail.com

Through your gift to the Moorhead Legacy Education Foundation, you are making a difference in the lives of Spuds. Together we are providing the basic needs, scholarships, and innovative educational experiences students need to succeed both now and into the future.

MOORHEAD
LEGACY EDUCATION FOUNDATION

* We'd love to have you join us for future club events, exclusive to our sponsors. We will share dates & RSVPs soon.

2026

To: Moorhead Public Service
and Bright Energy Solutions,

Thank you for this year's sponsorship of the district calendar. This investment ensures each student household receives a copy. Your continued support for Moorhead Schools and the Legacy Ed. Foundation is truly appreciated!

Sincerely,
Shelly & the Board of Directors

# Approve Specifications and Authorize Advertisement for Bids for Furnishing Control Enclosures at MPS' Northeast and Southeast Substations

## RECOMMENDATION:

The General Manager respectfully requests the Commission approve the specifications and authorize advertisement for bids for the furnishing of control enclosures at Moorhead Public Service's Northeast and Southeast Substations, contingent upon final legal approval.

## BACKGROUND:

In December 2024, Moorhead Public Service (MPS) entered into a Task Order Agreement for Professional Services with DGR Engineering (DGR). Task Order No. 12, approved by the Commission on January 21, 2025, authorized engineering services for the Northeast Substation (NE Substation) Project, which involves constructing a new substation to replace and relocate the existing NE Substation.

Task Order No. 13, approved by the Commission on April 22, 2025, authorized engineering services for the Southeast Substation (SE Substation) Project, which includes constructing a new control building and installing a capacitor bank.

DGR has prepared specifications for the furnishing of control enclosures for MPS' NE and SE Substations, both located in Moorhead. The scope of work includes providing prefabricated building enclosures complete with interior and exterior lighting, electrical, HVAC, and cable tray systems. It also includes delivery, offloading, and installation of each enclosure at its respective substation.

The bid opening is scheduled for January 19, 2027. Due to extended equipment lead times and the overall construction schedule, delivery of the control enclosures is requested between June and August 2028. The control enclosures have been included in MPS' annual budget.

The specifications are available upon request and will be posted on QuestCDN upon approval by the Commission.

## KEY ISSUES:

- DGR has prepared specifications for the furnishing of control enclosures for MPS' NE and SE Substations, both located in Moorhead.
- Due to extended equipment lead times and the overall construction schedule, delivery of the control enclosures is requested between June and August 2028.

## FINANCIAL CONSIDERATIONS:

- The control enclosures have been included in MPS' annual budget.

Respectfully submitted,



Travis L. Schmidt
General Manager

**Division/Response Person**: Taylor Holte, Electric Project Engineer.

**Attachments:** Available upon request.

# Award Bids for 2027 Water Treatment and Wastewater Treatment Chemicals

## RECOMMENDATION:

The General Manager respectfully requests the Commission award the bids for 2027 Water Treatment and Wastewater Treatment Chemicals to the lowest qualified bidders who meet the specifications, as shown on the attached Bid Tabulation Sheet.

## BACKGROUND:

On an annual basis, Moorhead Public Service (MPS) requests bids for water treatment and wastewater treatment chemicals. MPS incorporates the specifications necessary for the City of Moorhead's Wastewater Division to purchase chemicals for the treatment of wastewater. For drinking water treatment, MPS uses a significant amount of chemicals annually.

To ensure the availability of water treatment chemicals for MPS during the period of January 1, 2027, through December 31, 2027, the Commission, on September 22, 2026, authorized MPS staff to advertise for chemical bids, with bids scheduled to be opened on October 21, 2026. The bid cycle was previously adjusted to align chemical contract periods with the calendar year and corresponding budget year.

The bids received indicate a 2.8 percent increase in per-unit costs for 2027 chemicals. If the recommended bids are approved and chemical usage remains consistent with the specified amounts, MPS' chemical costs are projected to increase by $60,427.

As part of the bidding process, MPS staff received multiple bids for several chemicals. In accordance with the bid specifications, orthophosphate must be pre-approved through trials prior to being listed as equivalent to the existing chemicals. Based on this requirement, MPS staff recommends awarding Bid Item #13 to Hawkins, Inc., in the amount noted on the Bid Tabulation Sheet.

MPS also received a bid from a new lime supplier. This is significant because lime is the most important chemical in MPS' water softening process and has historically been supplied by the same vendor for approximately 25 years. Given the importance of lime to the treatment process, MPS staff recommends awarding the lime bid contingent upon successful field verification through MPS' full-scale treatment process and confirmation that the material is suitable for MPS' operation. If the material is determined to be unsuitable, staff would request authorization to award the lime bid to the next-lowest responsible bidder listed on the Bid Tabulation Sheet.

Notably, 3 of the 14 chemicals used in MPS' drinking water treatment process have prices at or below 2026 levels. Lime, soda ash, and liquid ferric sulfate account for over 80 percent of the estimated total cost for 2027.

Based on 2026 usage and updated volume projections, the estimated cost for water treatment chemicals for the 12-month period is $2,213,843, compared to the 2027 budget of $2,142,450. Staff had anticipated a 2-5 percent increase in chemical costs based on market trends; however, the recent spike in diesel prices had a much smaller impact on bid pricing than anticipated.

In 2026, soda ash used in the softening process was again purchased in quantities approximately 700 tons above bid projections due to record-high river hardness. For 2027, the bid volumes for soda ash, carbon dioxide, ferric sulfate, hydrogen peroxide, and orthophosphate were increased to reflect the continued rise in chemical usage throughout 2026.

To address potential fluctuations in chemical use, staff recommends utilizing cash reserves to offset any budget variables. Any required replenishment of reserves will be incorporated into MPS' 2028 budget and water rate calculations.

## KEY ISSUES:

- On an annual basis, MPS requests bids for water treatment and wastewater treatment chemicals.
- In 2026, soda ash used in the softening process was again purchased in quantities approximately 700 tons above bid projections due to record-high river hardness.
- For 2027, the bid volumes for soda ash, carbon dioxide, ferric sulfate, hydrogen peroxide, and orthophosphate were increased to reflect the continued rise in chemical usage throughout 2026.
- The bids received indicate a 2.8 percent increase in per-unit costs for 2027 chemicals.
- If the recommended bids are approved and chemical usage remains consistent with the specified amounts, MPS' chemical costs are projected to increase by $60,427.

## FINANCIAL CONSIDERATIONS:

- Based on 2026 usage and updated volume projections, the estimated cost for water treatment chemicals for the 12-month period is $2,213,843, compared to the 2027 budget of $2,142,450.
- To address potential fluctuations in chemical use, staff recommends utilizing cash reserves to offset any budget variables. Any required replenishment of reserves will be incorporated into MPS' 2028 budget and water rate calculations.

Respectfully submitted,



Travis L. Schmidt
General Manager

**Division/Response Person**: Marc Pritchard, Water Plant Manager.

**Attachments**:
Bid Tabulation Sheet

## Bid Tabulation Sheet

# 2027 Water Treatment and Wastewater Treatment Chemicals

Bid Opening: October 21, 2026, at 2:00 PM

| Bidder | Check | Bid Bond | Bid Item #1: Lime Price/Ton Qty. 2,000 | Bid Item #2: Soda Ash Price/Ton Qty. 1,500 | Bid Item #3: Dry Ferric Sulfate Price/Ton Qty. 250 | Bid Item #4: Sodium Hexa. Price/Ton Qty. 4 | Bid Item #5: Liquid Chlorine Price/Ton Qty. 36 | Bid Item #6: Liquid $CO_2$ Price/Ton Qty. 250 |
|---|---|---|---|---|---|---|---|---|
| AWG – American Welding & Gas | X | | | | | | | $250.00 |
| Carus | | X | | | | $4420.00 | | |
| DuBois Chemicals, Inc. | | X | $372.00 * | $488.00 | | | | |
| Graymont (WI) LLC | | X | $388.20 | | | | | |
| Hawkins, Inc. | | X | | | | $4200.00 | $2498.00 | |
| Mississippi Lime Company | | X | $785.12 | | | | | |
| Pencco, Inc. | | X | | | | | | |
| Polydyne, Inc. | | X | | | | | | |
| PVS Technologies, Inc. | | X | | | | | | |
| Shannon Chemical Corporation | | X | | | | $4707.17 | | |

* Contingent upon field verification within MPS' treatment facility.



MOORHEAD PUBLIC SERVICE

## Bid Tabulation Sheet

# 2027 Water Treatment and Wastewater Treatment Chemicals

Bid Opening: October 21, 2026, at 2:00 PM

| Bidder | Check | Bid Bond | Bid Item #7: Sodium Hypo. Price/Gallon Qty. 300 | Bid Item #8: Sulfur Dioxide Price/Ton Qty. 4 | Bid Item #9: Liquid Oxygen Price/Gallon* Qty. 37,000 | Bid Item #10: Fluoro. Acid Price/Gallon Qty. 5,000 | Bid Item #11: Ammonia Price/Gallon Qty. 5,500 | Bid Item #12: Anionic Poly. Price/Pound Qty. 4,000 |
|---|---|---|---|---|---|---|---|---|
| AWG – American Welding & Gas | X | | | | $1.01 | | | |
| Carus | | X | | | | | | |
| DuBois Chemicals, Inc. | | X | | | | | | |
| Graymont (WI) LLC | | X | | | | | | |
| Hawkins, Inc | | X | $4.55 | $2500.00 | | $8.12 | $5.625 | |
| Mississippi Lime Company | | X | | | | | | |
| Pencco, Inc. | | X | | | | | | |
| Polydyne, Inc. | | X | | | | | | $1.71 |
| PVS Technologies, Inc. | | X | | | | | | |
| Shannon Chemical Corporation | | X | | | | | | |

**Note: One (1) gallon is equivalent to 115.1 standard cubic feet.*



MOORHEAD® PUBLIC SERVICE

## Bid Tabulation Sheet

# 2027 Water Treatment and Wastewater Treatment Chemicals

Bid Opening: October 21, 2026, at 2:00 PM

| Bidder | Check | Bid Bond | Bid Item #13: Orthophosphate Price/Gallon Qty. 9,000 | Bid Item #14: Ferrous Chloride Price/Pound Qty. 150,000 | Bid Item #15: Ferric Sulfate Price/Gallon Qty. 70,000 | Bid Item #16: Hydrogen Peroxide (34% Solution) Price/Gallon Qty. 7000 |
|---|---|---|---|---|---|---|
| AWG – American Welding & Gas | X | | | | | |
| Carus LLC | | X | $12.198 | | | |
| DuBois Chemicals, Inc. | | X | | | | |
| Graymont (WI) LLC | | X | | | | |
| Hawkins, Inc. | | X | $10.50 | | $4.80 | $6.08 |
| Mississippi Lime Company | | X | | | | |
| Pencco, Inc. | | X | | $1.76 | | |
| Polydyne, Inc. | | X | | | | |
| PVS Technologies, Inc. | | X | | $1.89 | | |
| Shannon Chemical Corporation | | X | $13.13 | | | |



MOORHEAD PUBLIC SERVICE

# Approve 2027 Farm Lease Agreement

## RECOMMENDATION:

The General Manager respectfully requests the Commission approve the 2027 Farm Lease Agreement with Matthew Krabbenhoft, President of Krabbenhoft and Sons, Inc., at the current annual rate of $50 per acre.

## BACKGROUND:

Moorhead Public Service (MPS) acquired 80 acres of farmland in northeast Moorhead decades ago to use as a future site for lime sludge holding ponds. Since that time, several facilities have been constructed on the property, including lime sludge ponds, a wastewater lift station, wind turbines, a solar demonstration site, and community solar gardens. Following 2015 legislation that reclassified the disposal of lime sludge in new ponds as industrial waste, MPS will continue to utilize the existing 12 ponds in conjunction with its Lime Sludge Dewatering Facility. The remaining land will be used for equipment staging for lime handling and pond maintenance.

Mr. Krabbenhoft has expressed interest in serving as the successor to the farming operations on the parcel, which was previously leased to K. James Koester. The land south of the lime sludge storage ponds has been leased for agricultural use from MPS since 1998, helping keep the property active and well maintained. The initial one-year lease agreement with Mr. Krabbenhoft expires in 2026. Mr. Krabbenhoft has requested to renew the lease for an additional one-year term.

Under the proposed 2027 Farm Lease Agreement, Mr. Krabbenhoft will farm approximately 13.3 acres of available land. The final planted acreage will be determined in coordination with MPS staff. MPS anticipates receiving approximately $590 in rental income from the farmland in 2027. The 2027 Farm Lease Agreement and accompanying map are available upon request. MPS Attorney John Boulger has reviewed and approved the 2027 Farm Lease Agreement.

## KEY ISSUES:

- Mr. Krabbenhoft has expressed interest in serving as the successor to the farming operations on the parcel, which was previously leased to K. James Koester.
- The land south of the lime sludge storage ponds has been leased for agricultural use from MPS since 1998, helping keep the property active and well maintained.
- The final planted acreage will be determined in coordination with MPS staff.

## FINANCIAL CONSIDERATIONS:

- MPS anticipates receiving approximately $590 in rental income from the farmland in 2027.

Respectfully submitted,



Travis L. Schmidt
General Manager

**Division/Response Person**: Marc Pritchard, Water Plant Manager.

**Attachments**: Available upon request.

# Approve MPS' Backflow Prevention and Cross-Connection Control Program

## RECOMMENDATION:

The General Manager respectfully requests the Commission approve Moorhead Public Service's Backflow Prevention and Cross-Connection Control Program.

## BACKGROUND:

Moorhead Public Service (MPS) utilizes surface and groundwater resources and treats them to drinking water standards. Once treated potable water leaves MPS' Water Treatment Plant and enters the distribution system, ongoing measures are required to ensure that no contaminants can re-enter the distribution system through service lines or other access points.

The State of Minnesota Plumbing Code (Minnesota Rules, Chapter 4714) establishes requirements for the selection and installation of appropriate backflow prevention devices based on the degree of hazard associated with a premise's plumbing system. These devices are intended to prevent backflow or backsiphonage through cross-connections that could introduce contaminants into MPS' potable water distribution system.

MPS developed the attached Backflow Prevention and Cross-Connection Control Program (Program) to maintain the safety and potability of the treated water within MPS' distribution system. This Program will establish the rules, requirements, and procedures necessary to prevent contamination of public drinking water from backflow or backsiphonage of water, fluids, or substances through cross-connections, while ensuring compliance with all applicable provisions of the Minnesota Plumbing Code.

The Minnesota Plumbing Code also sets forth responsibilities for all parties involved in the proper administration of a backflow prevention program, including the municipality and/or water purveyor, certified backflow device testers, licensed plumbing contractors, and premise owners.

As the water purveyor, MPS is responsible for notifying owners of backflow prevention devices of initial and annual testing requirements and maintaining records documenting these activities. To support these responsibilities, MPS is pursuing a professional services partnership with a third-party vendor specializing in backflow prevention and cross-connection control programs.

The vendor will assist MPS with conducting on-site inspections of premise backflow devices and documenting the findings in a centralized database. MPS will then notify property owners and customers regarding upcoming testing requirements, maintenance needs, and applicable compliance timeframes.

These efforts will also involve coordination between MPS and the City of Moorhead Building Codes Department to support the effective administration of the Program.

## KEY ISSUES:

- The State of Minnesota Plumbing Code (Minnesota Rules, Chapter 4714) establishes requirements for the selection and installation of appropriate backflow prevention devices based on the degree of hazard associated with a premise's plumbing system.
- These devices are intended to prevent backflow or backsiphonage through cross-connections that could introduce contaminants into MPS' potable water distribution system.
- As the water purveyor, MPS is responsible for notifying owners of backflow prevention devices of initial and annual testing requirements and maintaining records documenting these activities.

- To support these responsibilities, MPS is pursuing a professional services partnership with a third-party vendor specializing in backflow prevention and cross-connection control programs.

## FINANCIAL CONSIDERATIONS:

- MPS is pursuing a professional services partnership with a third-party vendor specializing in backflow prevention and cross-connection control programs.

Respectfully submitted,



Travis L. Schmidt
General Manager

**Division/Response Person**: Marc Pritchard, Water Plant Manager.

**Attachments**:
MPS' Backflow Prevention and Cross-Connection Control Program (Draft)

# Moorhead Public Service

# Backflow Prevention and Cross-Connection Control Program

**November 17, 2026**

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## I. Purpose

Cross-connections between potable water supplies and non-potable sources of contamination are significant threats to health and safety in the water supply industry. The Backflow Prevention and Cross Connection Control Program (Program) is designed to maintain safety and potability of the water in Moorhead Public Service's (MPS) distribution system by establishing rules and procedures to prevent the contamination of public drinking water by the backflow of water or other fluids or substances.

A. The Purpose of the Program is:

1. To protect the public water supply system for Moorhead, Minnesota, owned and operated by MPS from the possibility of contamination or pollution. This will be achieved by isolating contaminants which could backflow or back-siphon into MPS's potable water system within its customers' internal distribution system.
2. To promote the prevention of actual or potential cross-connection between MPS's potable water system and anything that could contaminate or pollute the system.
3. To provide for the maintenance of a cross-connection control program to effectively prevent the contamination or pollution of potable drinking water system supplied by MPS.

## II. Authority

A. The Federal Safe Drinking Water Act of 1974, Minnesota State Plumbing Code and Minnesota Rules "Chapter 4714" and 4720.0025 Unsafe Water Connections.

B. MPS's Rules and Regulations.

## III. Responsibility

A. MPS is responsible for protecting the public potable water distribution system from contamination or pollution caused by backflow or back-siphonage of contaminants through the water service connection. This shall be accomplished, in part, by MPS maintaining proper records of backflow prevention devices and ensuring the notification and device testing is recorded on a yearly basis. If, in MPS's judgment, an approved backflow prevention device is necessary, MPS or its designated agent shall notify the Owner in writing to install an approved backflow prevention device at the service entrance, immediately upstream or downstream of the MPS water meter, at the Owner's expense. The Owner shall install the approved device(s) at their own cost. Failure, refusal, or inability to install the device(s) may justify suspension of water service to the premises until the device(s) are properly installed.

## IV. Definitions

The following definition shall apply to this specification. These definitions shall be used in conjunction with definition and guidelines of Minnesota Plumbing Code, Minnesota Rules "Chapter 4714. Definitions and standards" and MPS's Rules and Regulations.

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A. **Approved**: Item(s) or work accepted by MPS as meeting an applicable specification stated or cited in this program, or as suitable for the proposed use.

B. **Backflow**: The flow of water or other fluids, mixtures or substances, under pressure of reduced pressure into the distribution pipes of a potable water system from any source other than the intended source.

C. **Backflow Preventer Assembly**: A testable backflow device, which is designed to prevent backflow or back siphonage. Most commonly, categorized as double check valve assembly (DCV), pressure vacuum breaker assembly (PVB), reduced pressure zone assembly (RPZ), or spill-resistant pressure vacuum breaker assembly (SVB).

D. **Atmospheric Vacuum Breaker (AVB) (ASSE 1001)**: A device which prevents back-siphonage by creating an atmospheric vent when there is either a negative pressure or sub-atmospheric pressure in a water system.

E. **Double Check Valve Assembly (DVC) (ASSE 1015)**: An assembly of two independently operating spring-loaded check valves with tightly closing shut-off valves on each side of the double check valve, plus properly located test cocks for the testing of each check valve.

F. **Dual Check Detector Fire Protection Backflow Prevention Assembly (DCDA) (ASSE 1048)**: An assembly composed of two independently acting approved check valves with a parallel detector assembly consisting of water meter and a double check valve backflow prevention assembly, including tightly closing resilient seated shutoff valve attached at each end of the assembly and fitted with properly located resilient seated test cocks. Assembly shall only be used to protect against a non-health hazard(pollutant).

G. **Pressure Vacuum Breaker (PVB) (ASSE 1020)**: An assembly containing one or two independently operated spring-loaded check valves and an independently operated spring-loaded air inlet valve located on the discharge side of the check valve(s). The device includes tightly closing shut-off valves on each side of the check valve(s) and properly located test cocks for the testing of the assembly.

H. **Reduced Pressure Principle Backflow Preventer (RPZ) (ASSE 1013)**: An assembly consisting of two independently operating spring-loaded check valves with an automatically operating differential relief valve located between the two check valves, tightly closing shut-off valves on each side of the check valves plus properly located test cocks for the testing of the check valves and the relief valve.

I. **Spill-resistant Vacuum Breaker (SVB) (ASSE 1056)**: An assembly which contains a check valve force loaded closed and air inlet vent valve force – loaded to the atmosphere, positioned downstream of the check valve, and located between and including two tightly closing shutoff valves and two test cocks.

J. **Backpressure**: A condition in which the owner's system pressure is greater than the supplier's system pressure.

K. **Back-Siphonage**: The flow of water or other fluids, mixtures or substances into the distribution pipes of a potable water system from any source other than its intended source caused by the sudden reduction of pressure in the potable water system.

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L. **Containment**: A method of backflow prevention which requires a backflow prevention device at the water service entrance.

M. **Contaminant**: A substance that may impair the quality of the water creating a potential health hazard to the public.

N. **Cross-Connection**: Any actual or potential connection between the public water system and any source of contamination or unapproved water source.

O. **Owner**: Any person who has legal title to, or license to operate or habitat in, a property upon which a cross-connection inspection is to be made or upon which a cross-connection may be present.

P. **Person**: Any individual, partnership, company, public or private corporation, political subdivision or agency of the state, department, agency or instrumentality of the United States, or any other legal entity.

Q. **Water Service Entrance:** That point in the owner's water system beyond the sanitary control of the MPS; generally considered to be the outlet end of the water meter or where the water service first enters the building.

R. **Moorhead Public Service** (MPS): The Water purveyor for the City of Moorhead, Minnesota, in charge of the Potable Drinking Water System (finished water distribution system).

S. **City of Moorhead Building Codes**: The department of the City of Moorhead responsible for issuing, reviewing and inspecting all building and plumbing permits within city limits.

T. **Pollutant**: A foreign substance that, if introduced into the public water system, will degrade its quality constituting a moderate hazard, or impair the usefulness or quality of water to a degree that does not create an actual hazard to public health, but that does adversely and unreasonably affect such water for domestic use.

U. **Permit**: A formal document issued which allows the use of a backflow preventer assembly in a potable drinking water system.

## V. Administration

A. MPS will operate a Backflow Prevention and Cross-Connection Control Program, to include the notification and keeping of necessary records to fulfill the requirements of Minnesota's Backflow Rules, Regulations, and related laws.

B. The Owner shall allow access to their premise(s) served by MPS, Program staff or an MPS designated representative for evaluation for possible cross-connections and shall follow Minnesota Plumbing Code and MPS' rules and regulations related to MPS' Backflow Prevention and Cross-Connection Control Program.

C. If MPS or it's designee requires that the Potable Drinking Supply be protected by containment, in accordance with Minnesota Plumbing Code, the Owner shall be responsible for furnishing and providing the proper backflow prevention at the water service entrance to the premises/s immediately upstream or downstream of the water Meter. The Owner shall utilize point of use protection per Minnesota Plumbing Code for this purpose.

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## VI. Requirements

### A. The City of Moorhead

1. For new commercial or industrial installations, the City of Moorhead Building Codes will conduct an on-site evaluation and/or inspection, and review plans to determine the type of backflow preventer, if any, that will be required.
2. For new installations, the City of Moorhead Building Codes will issue a plumbing permit and perform inspection.

### B. Moorhead Public Service (MPS)

1. For premises existing before this program begins, MPS or its designee will conduct an on-site assessment to identify any cross-connections that risk potential backflow into the potable water system. If a risk is present, MPS or its designee shall assess whether it is a high hazard or low hazard. MPS or its designee will notify the owner in writing of any necessary corrective actions, the method of achieving the correction, and the time allowed for completing the correction. Typically, 90 days will be allowed. However, this timeframe may be shortened depending upon the degree of hazard involved and the history of the device(s) in question.
2. For any Residential or Commercial irrigation system, a Pressure Vacuum Breaker (PVB) or Reduced Pressure Zone (RPZ) backflow preventer shall be installed immediately upstream of the irrigation system.
3. MPS will not allow any cross-connection to remain unless it is isolated by an approved backflow prevention assembly, commensurate with the degree of hazard and that will be regularly inspected and tested to ensure satisfactory operation.
4. MPS, or its designee, shall notify the owner in writing of up come testing requirements. If any subsequent notice or notice of non-compliance is necessary, MPS will follow it's Fee and Compliance Timeline as described in **Section 12** of this document. Should the owner inform MPS of extenuating circumstances as to why the correction has not been made, a time extension may be granted by MPS' General Manager.
5. If MPS determines at any point that a serious threat to public health and safety exists, the water service may be suspended immediately.
6. MPS, or its designee, shall conduct inspections to identify existing devices, hazards, and necessary corrections that may be required. The initial focus will be on high hazard water use.
7. Certified backflow prevention device inspectors must be certified through the ASSE Certified Backflow Prevention Device Inspectors and Testers Program licensed through the Minnesota Department of Labor and Industry.
8. All approved backflow prevention devices will be installed in accordance with State of Minnesota Plumbing Code, standards, and specifications for each type of backflow preventer. This ensures they are installed in a manner in which they have been evaluated and approved and allows for periodic testing and maintenance.

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C. Owner

1. The Owner shall be responsible for the installation, testing, and repair of an approved backflow prevention device appropriate to the level of hazard for all cross-connections on the Owner's premises.
2. The Owner, after receiving notification from MPS or its designee, shall, at their own expense, install, maintain, and test, or have tested (as determined by MPS) all backflow preventers on their premises.
3. The Owner shall repair any deficiency of a backflow preventer which is identified during inspection or testing. This includes the replacement of parts or the replacement of the backflow preventer as needed.
4. The Owner shall inform MPS of any proposed, modified or existing cross-connections of which the owner is aware of, but which have not been found by the MPS or its designee.
5. The Owner shall not install a bypass around any backflow preventer unless there is a backflow preventer of the same type on the bypass. Owners who cannot shut down operations to inspect the device(s) must supply the additional devices necessary to allow inspecting to take place.
6. The Owner shall install backflow preventers in a manner and location approved by the current Minnesota Plumbing Code.
7. The Owner shall only install an "Approved Backflow Prevention Device."
8. Any Owner with a private well or other private water source must:
    a. Remove the connection if the well or any other source is cross connected to MPS' system. Permission to cross-connect may be denied by MPS. The Owner may be required to install a backflow preventer at the service entrance if a private water source is maintained, even if it is not cross-connected to MPS' system.
    b. In the event the Owner installs plumbing to supply drinking water that is for domestic use on MPS' side of the backflow preventer, such plumbing must have its own backflow preventer installed.
9. The Owner shall be responsible for paying all fees for City of Moorhead Building Codes' plumbing permits. Owner shall also be responsible for annual device testing. In the event that the device fails to operate correctly, Owner shall be responsible for repairs and re-testing as necessary for compliance with MPS' Backflow Prevention and Cross-Connection Control Program and the State of Minnesota Plumbing Code requirements.

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## VII. Degree of Hazard

MPS recognizes the potential risk to the public water system from cross-connections. All risks shall be classified by degree of hazard and shall require the installation of approved backflow prevention devices for both high and low hazards. Refer to Table 603.2 – "Backflow Prevention Devices, Assemblies and Methods" from the Minnesota Plumbing Code.

**TABLE 603.2**
**BACKFLOW PREVENTION DEVICES, ASSEMBLIES, AND METHODS**

| DEVICE, ASSEMBLY, OR METHOD[1] | APPLICABLE STANDARDS | DEGREE OF HAZARD | | | | INSTALLATION[2,3] |
|---|---|---|---|---|---|---|
| | | POLLUTION (LOW HAZARD) | | CONTAMINATION (HIGH HAZARD) | | |
| | | BACK-SIPHONAGE | BACK-PRESSURE | BACK-SIPHONAGE | BACK-PRESSURE | |
| Air gap | ASME A112.1.2 | X | — | X | — | See Table 603.3.1 in this chapter. |
| Air gap fittings for use with plumbing fixtures, appliances and appurtenances | ASME A112.1.3 | X | — | X | — | Air gap fitting is a device with an internal air gap and typical installation includes plumbing fixtures, appliances and appurtenances. The critical level shall not be installed below the flood level rim. |
| Atmospheric vacuum breaker (consists of a body, checking member and atmospheric port) | ASSE 1001 or CSA B64.1.1 | X | — | X | — | Upright position. No valve downstream. Minimum of 6 inches or listed distance above all downstream piping and flood-level rim of receptor.[4,5] |
| Antisiphon fill valve (ballcocks) for gravity water closet flush tanks and urinal tanks | ASSE 1002 or CSA B125.3 | X | — | X | — | Installation on gravity water closet flush tank and urinal tanks with the fill valve installed with the critical level not less than 1 inch above the opening of the overflow pipe.[4,5] |
| Vacuum breaker wall hydrants, hose bibbs, frost resistant, automatic draining type | ASSE 1019 or CSA B64.2.1.1 | X | — | X | — | Installation includes wall hydrants and hose bibbs. Such devices are not for use under continuous pressure conditions (means of shutoff downstream of device is prohibited).[4,5] |
| Backflow preventer for Carbonated Beverage Dispensers (two independent check valves with a vent to the atmosphere) | ASSE 1022 | X | — | — | — | Installation includes carbonated beverage machines or dispensers. These devices operate under intermittent or continuous pressure conditions. |
| Spill-Resistant Pressure Vacuum Breaker (single check valve with air inlet vent and means of field testing). | ASSE 1056 | X | — | X | — | Upright position. Minimum of 12 inches or listed distance above all downstream piping and flood-level rim of receptor.[5] |
| Double Check Valve Backflow Prevention Assembly (two independent check valves and means of field testing) | ASSE 1015; AWWA C510; CSA B64.5 or CSA B64.5.1 | X | X | — | — | Horizontal unless otherwise listed. Access and clearance shall be in accordance with the manufacturer's instructions, and not less than a 12 inch clearance at bottom for maintenance. May need platform/ladder for test and repair. Does not discharge water. |
| Double Check Detector Fire Protection Backflow Prevention Assembly (two independent check valves with a parallel detector assembly consisting of a water meter and a double check valve backflow prevention assembly and means of field testing) | ASSE 1048 | X | X | — | — | Horizontal unless otherwise listed. Access and clearance shall be in accordance with the manufacturer's instructions, and not less than a 12 inch clearance at bottom for maintenance. May need platform/ladder for test and repair. Does not discharge water. Installation includes a fire protection system and is designed to operate under continuous pressure conditions. |

Continued Table 603.2 on Backflow Prevention Devices, Assemblies and Methods, from the Minnesota Plumbing Code.

**TABLE 603.2**
**BACKFLOW PREVENTION DEVICES, ASSEMBLIES, AND METHODS (continued)**

| DEVICE, ASSEMBLY, OR METHOD[1] | APPLICABLE STANDARDS | DEGREE OF HAZARD | | | | INSTALLATION[2,3] |
|---|---|---|---|---|---|---|
| | | POLLUTION (LOW HAZARD) | | CONTAMINATION (HIGH HAZARD) | | |
| | | BACK-SIPHONAGE | BACK-PRESSURE | BACK-SIPHONAGE | BACK-PRESSURE | |
| Pressure Vacuum Breaker Backflow Prevention Assembly (loaded air inlet valve, internally loaded check valve and means of field testing) | ASSE 1020 or CSA B64.1.2 | X | — | X | — | Upright position. May have valves downstream. Minimum of 12 inches above all downstream piping and flood-level rim of receptor. May discharge water. |
| Reduced Pressure Principle Backflow Prevention Assembly (two independently acting loaded check valves, a differential pressure relief valve and means of field testing) | ASSE 1013; AWWA C511; CSA B64.4 or CSA B64.4.1 | X | X | X | X | Horizontal unless otherwise listed. Access and clearance shall be in accordance with the manufacturer's instructions, and not less than a 12 inch clearance at bottom for maintenance. May need platform/ladder for test and repair. May discharge water. |
| Reduced Pressure Detector Fire Protection Backflow Prevention Assembly (two independently acting loaded check valves, a differential pressure relief valve, with a parallel detector assembly consisting of a water meter and a reduced-pressure principle backflow prevention assembly, and means of field testing) | ASSE 1047 | X | X | X | X | Horizontal unless otherwise listed. Access and clearance shall be in accordance with the manufacturer's instructions, and not less than a 12 inch clearance at bottom for maintenance. May need platform/ladder for test and repair. May discharge water. Installation includes a fire protection system and is designed to operate under continuous pressure conditions. |

For SI units: 1 inch = 25.4 mm

**Notes:**

1 See description of devices and assemblies in this chapter.
2 Installation in pit or vault requires previous approval by the Authority Having Jurisdiction.
3 Refer to general and specific requirement for installation.
4 Not to be subjected to operating pressure for more than 12 hours in a 24 hour period.
5 For deck-mounted and equipment-mounted vacuum breaker, see Section 603.5.14.

## VIII. Permits

Moorhead Public Service shall not allow a cross-connection within the potable drinking water system unless it is considered necessary and cannot be eliminated and requires proper backflow preventer device(s) for the degree of hazard.

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A. City of Moorhead Building Codes is responsible for reviewing, permitting, and inspecting regulated building, plumbing, and mechanical construction and remodeling within the City of Moorhead.

B. The water supply Purveyor must be notified within 30 days following installation of a backflow device on the public water system.

## IX. Existing in-use Backflow Assemblies

**Any existing backflow** preventer assemblies **shall be permitted to continue in service unless the degree of hazard is such as to supersede the effectiveness of the present backflow preventer** assemblies**, or unless an unreasonable risk to the public health results.**

## X. Periodic Testing and Maintenance

A. All new testable backflow preventer assemblies, as defined by the Minnesota Plumbing Code, must be tested upon installation and annually thereafter.

B. All testable backflow preventer assemblies, regardless of the installation date, must be tested at intervals of no more than twelve (12) months from the previous test date by American Society of Sanitary Engineers (ASSE) certified backflow preventer testers. These records shall be submitted to MPS, via a third party, no more than 30 days after the test date.

C. The required testing and/or repairs will be done at the Owner's expense.

D. Any backflow preventer assembly that fails during a periodic test shall be repaired or replaced by a Licensed Plumber. When repairs are necessary, the device will be re-tested at the Owner's expense to ensure correct operation. The parallel installation of two (2) backflow preventer assemblies is an effective means for the Owner to ensure that uninterrupted water service is provided during inspections or repairs of the devices, and it is strongly recommended when the Owner desires such continuity.

E. MPS may require backflow preventer assemblies to be tested more frequently in cases where there is a history of test failures and if MPS determines that, due to the level of hazard involved, additional testing is necessary. The Owner bears the cost of the additional testing.

F. The State of Minnesota Plumbing Code requires backflow preventer assemblies on all in-ground irrigation systems. All backflow preventer devices must be serviced each year at the time of the system start-up. This is due to the nature of the system being taken in/out of service to protect it from our local climate.

## XI. Records and Reports

A. Records: MPS or its designee will establish and maintain master files for all customer-owned containment backflow preventer assemblies, cross-connections for backflow preventer assemblies, and test results required by this program.

B. Private Records: MPS or an MPS representative will create and maintain master files on all Owner's "point of use" backflow preventer assemblies as required by the Minnesota Plumbing Code.

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C. MPS may utilize a third party to track backflow prevention devices and reporting. It is the backflow tester's responsibility to become a registered tester to enter the test reports and any pay associated fees with submitting the reports, if any, through the appropriate backflow website or another approved method.

DRAFT

# Approve Professional Services Agreement with HydroCorp, Inc., for Backflow Prevention and Cross-Connection Control Program

## RECOMMENDATION:

The General Manager respectfully requests the Commission approve the Professional Services Agreement with HydroCorp, Inc., to support the development of a backflow database suitable for Moorhead Public Service's Backflow Prevention and Cross-Connection Control Program, contingent upon legal approval by Attorney John Boulger.

## BACKGROUND:

Moorhead Public Service (MPS) utilizes surface and groundwater resources and treats them to drinking water standards. Once treated potable water leaves MPS' Water Treatment Plant and enters the distribution system, ongoing measures are required to ensure that no contaminants can re-enter the distribution system through service lines or other access points.

The State of Minnesota Plumbing Code (Minnesota Rules, Chapter 4714) establishes requirements for the selection and installation of appropriate backflow prevention devices based on the degree of hazard associated with a premise's plumbing system. These devices are intended to prevent backflow or backsiphonage through cross-connections that could introduce contaminants into MPS' potable water distribution system.

MPS developed a Backflow Prevention and Cross-Connection Control Program (Program) to maintain the safety and potability of the treated water within MPS' distribution system. The Program will establish the rules, requirements, and procedures necessary to prevent contamination of public drinking water from backflow or backsiphonage of water, fluids, or substances through cross-connections, while ensuring compliance with all applicable provisions of the Minnesota Plumbing Code.

In September 2025, MPS staff and representatives from the Minnesota Department of Health (MDH) conducted a routine, required Sanitary Survey. During the survey, MDH recommended that MPS take a more hands-on approach to backflow prevention throughout its service territory. Since that time, MPS staff researched backflow prevention practices implemented by other utilities and began developing a Backflow Prevention and Cross-Connection Control Program suitable for MPS.

In addition, MPS staff researched and engaged with several vendors specializing in backflow prevention programs that can customize their services to meet the operational needs of individual utilities. Staff conducted interviews with three vendors to evaluate their respective approaches based on several factors, including cost, implementation timeline, database structure, notification support, template setup, and other factors. Following this evaluation process, staff recommends HydroCorp, Inc. (HydroCorp), based in Troy, Michigan, as the preferred third-party service provider.

HydroCorp's proposed scope of work, outlined in its Professional Services Agreement (available upon request), includes on-site support for up to 900 system inspections, database development, and implementation of automated customer notification procedures. These services will save MPS significant staffing and equipment resources. HydroCorp's proposal also includes public outreach, customer relations, and support services.

The Professional Services Agreement with HydroCorp includes a not to exceed amount of $139,464.00. If MPS requests inspections beyond the initial 900 locations, additional inspections will be invoiced at a rate of $154.96 per location.

Staff anticipates that the database development and initial inspection protocol will be completed by the end of 2027. At the conclusion of this work, staff will submit a separate task order for ongoing database management and customer notification services to support the continued administration and long-term success of the Program.

## KEY ISSUES:

- In September 2025, MPS staff and representatives from MDH conducted a routine, required Sanitary Survey.
- During the survey, MDH recommended that MPS take a more hands-on approach to backflow prevention throughout its service territory.
- HydroCorp's proposed scope of work, outlined in its Professional Services Agreement, includes on-site support for up to 900 system inspections, database development, and implementation of automated customer notification procedures. These services will save MPS significant staffing and equipment resources.
- Staff anticipates that the database development and initial inspection protocol will be completed by the end of 2027.

## FINANCIAL CONSIDERATIONS:

- The Professional Services Agreement with HydroCorp includes a not to exceed amount of $139,464.00.
- If MPS requests inspections beyond the initial 900 locations, additional inspections will be invoiced at a rate of $154.96 per location.

Respectfully submitted,



Travis L. Schmidt
General Manager

**Division/Response Person**: Marc Pritchard, Water Plant Manager.

**Attachments**: Available upon request.

# Approve Annual Agreement with The Salvation Army for 2026/2027 HeatShare Program

**RECOMMENDATION:**
The General Manager respectfully requests the Commission approve The Salvation Army's annual HeatShare Program Agreement between Moorhead Public Service and The Salvation Army for the period of October 1, 2026, through September 30, 2027.

**BACKGROUND:**
For over 25 years, Moorhead Public Service (MPS) and The Salvation Army have utilized a joint partnership to promote and utilize The Salvation Army's HeatShare Program. The HeatShare Program has been in existence since 1982 and is funded through individual donations. The HeatShare Program is a voluntary, non-governmental program entirely funded by donations from individual donors, utility companies, and generous customers who choose to give beyond their own bill payments. The contributions are used to help other customers who are struggling to keep up with their utility bills. The HeatShare Program Agreement is available upon request.

As part of the partnership, MPS promotes the HeatShare Program and refers customers who would like to make contributions to The Salvation Army by posting program information on MPS' website (www.mpsutility.com) and through bill messages printed on customers' bills during the months of October through March. In return, The Salvation Army allocates, at a minimum, at least 85 percent of funds to MPS customers in direct proportion to the donations received from MPS' service area.

To apply for and obtain assistance, applicants must meet income eligibility requirements, must have a past due bill or disconnection notice, and must have applied for assistance from other available public agencies (in particular, West Central Minnesota Communities Action, which coordinates the State of Minnesota's Low Income Home Energy Assistance Program (LIHEAP) for western Minnesota).

**KEY ISSUES:**
- Participation in this partnership with The Salvation Army has little or no cost to MPS other than posting information on MPS' website (www.mpsutility.com) and printing bill message reminders on customers' monthly utility bills.
- Eligibility and payment processing is handled by The Salvation Army and is based upon predetermined, published criteria.
- A minimum of 85 percent of the funds donated by MPS customers are returned to MPS customers in need to assist with past due electricity and heating bills.

**FINANCIAL CONSIDERATIONS:** None.

Respectfully submitted,



Travis L. Schmidt
General Manager

**Division/Response Person**: Mark Moilanen, Administration and Finance Manager.

**Attachments**: Available upon request.

# Approve Agreement for Compensation Services with Flaherty & Hood, P.A.

**RECOMMENDATION:**
The General Manager respectfully requests the Commission approve an agreement with Flaherty & Hood, P.A., for 2027 compensation services in the amount of $11,500, with additional services provided on an as-needed basis in accordance with the terms of the agreement.

**BACKGROUND:**
The retention of Moorhead Public Service's (MPS') most valuable asset, human resources, is essential for the long-term well-being and continued success of MPS and its consumers. To remain successful, recruit and retain employees, and maintain an efficient, effective team, MPS must provide a fair compensation plan based on utility industry comparisons.

To position MPS for continued success, the Commission engaged Flaherty & Hood in 2014 to conduct a Classification and Compensation Study (2014 Study), which was implemented in December 2015. In 2020, the Commission again engaged Flaherty & Hood to conduct an Organizational, Job Classification, and Compensation Study (2020 Study). In 2024, Flaherty & Hood conducted a market analysis for MPS' 2025-2027 Base Pay Structures (BPS).

These studies and analyses support the Commission's Policy on Compensation Philosophy (attached). This policy recognizes the importance of remaining competitive within the marketplace by regularly conducting a market survey and updating the BPS.

The Agreement for Compensation Services (attached) will provide MPS with a review of MPS' job classification and compensation system, a market compensation analysis, a proposal to modify MPS' BPS, and an analysis of the modified BPS for compliance with Minnesota's pay equity law. This information will be helpful as MPS begins collective bargaining unit negotiations in the fall of 2027. The current collective bargaining agreement expires on December 31, 2027.

As outlined in the Agreement, the cost for 2027 compensation services is $11,500. Additional services may be provided on an as-needed basis, at rates ranging from $750 to $2,000.

Benefits of the 2027 compensation services include the following:

- Establish fair and equitable compensation relationships between positions within MPS.
- Include employee input and participation as an integral part of the study process.
- Reflect relevant market conditions outside the organization, including investor-owned utilities and cooperative electric utilities.
- Continue MPS' compliance with Minnesota's Local Government Pay Equity Act.
- Develop a strategic compensation plan that MPS will utilize.
- Develop a strategy for the long-term development of employees, including a progressive compensation system based on merit and longevity.
- Define a process for establishing market premiums for highly marketable positions.

MPS Attorney John Boulger has reviewed and approved the Agreement for Compensation Services with Flaherty & Hood.

## KEY ISSUES:

- MPS must provide a fair compensation plan based on utility industry comparisons.
- The Commission's Policy on Compensation Philosophy recognizes the importance of remaining competitive within the labor marketplace by regularly conducting a market survey and updating the Base Pay Structure.
- The 2027 compensation services will provide MPS with current market comparisons for all job classifications.

## FINANCIAL CONSIDERATIONS:

- The cost for 2027 compensation services is $11,500.
- Additional services may be provided on an as-needed basis, at rates ranging from $750 to $2,000.

Respectfully submitted,



Travis L. Schmidt
General Manager

**Division/Response Person**: Katie Kemper, HR Coordinator.

**Attachments**:
Commission Policy on Compensation Philosophy
Agreement for Compensation Services with Flaherty & Hood

| MOORHEAD PUBLIC SERVICE COMMISSION POLICY | |
|---|---|
| **Category:** Administrative/Human Resources | **Policy Title:** Compensation Philosophy |
| **Explanation:** Sets forth the Moorhead Public Service Commission's goal of attracting and retaining valuable employees by providing competitive compensation | |
| **Date of Adoption:** 12/15/15 | **Amended:** |

**Policy:**

It shall be the policy of the Moorhead Public Service Commission (Commission) to provide a fair compensation plan. The Commission holds a firm commitment that fair compensation based on industry comparisons is in the best interest of the community. The retention of our most valuable asset, human resources, is essential for the long-term well-being and continued success of Moorhead Public Service and its consumers.

To remain competitive within the labor marketplace, a market study will be conducted regularly and updates to the Base Pay Structure will be approved by the Commission.

Kenneth J. Norman, President
Moorhead Public Service Commission

William E. Schwandt, General Manager
Moorhead Public Service

# AGREEMENT FOR COMPENSATION SERVICES

THIS AGREEMENT is made and entered by and between MOORHEAD PUBLIC SERVICE COMMISSION, a municipal utility of the City of Moorhead, Minnesota (hereinafter "MPS"), and FLAHERTY & HOOD, P.A. (hereinafter "FIRM").

W I T N E S S E T H

WHEREAS, MPS has a need for compensation services; and

WHEREAS, FIRM submitted a quote to provide compensation services to MPS; and

WHEREAS, at a duly called meeting of the MPS Commission, the MPS Commission determined that FIRM be engaged to perform compensation services and directing and authorizing the MPS Commission Chairperson and MPS Secretary to negotiate and execute an agreement between FIRM and MPS setting forth the terms and conditions of the engagement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. APPOINTMENT: MPS appoints FIRM to perform compensation services.

2. AUTHORIZED MPS CONTACT PERSONS: The MPS General Manager or his/her designated representative shall be the primary contact person between MPS and FIRM to request compensation services from FIRM.

3. COMPENSATION SERVICES TO BE PROVIDED. FIRM will provide compensation services to MPS upon request of the MPS Commission or MPS General Manager or the MPS Commission's or MPS General Manager's designated representative(s) and as described in number 4 of this Agreement.

4. COMPENSATION, BILLING, AND PAYMENT PROCEDURES:

   4.1. Rates. FIRM will bill, and MPS will pay a total cost of $11,500 for compensation services as follows:

| **Base Services** |
|---|
| • Review MPS' job classification and compensation system |
| • Market Compensation Analysis |
| • Pay Structure and Schedule |
| • System Implementation |
| • Pay Equity Compliance Testing |

Flaherty & Hood, P.A. can provide the following additional services for the following at the express direction of MPS:

**Other Services**

| **Service** | **Total Cost** |
|---|---|
| Compile, review, and analyze organizational or market compensation data other than wages, wage structure, and health insurance contributions. You should complete and submit to Flaherty & Hood such items in the attached Wages, Benefits, and Organizational Survey Form if you desire such additional items. | $750 per category or $1,800 for each set of 3 categories |
| Prepare and present formal findings and recommendations, including written and/or oral reports to management and/or governing body. | $850 (virtual)<br><br>$2,000 (in-person) |

Expenses incurred by Flaherty & Hood, P.A. in providing other services to MPS shall be billed as incurred on a monthly basis for actual costs.

4.2. Billing Procedure. MPS shall pay FIRM for the services rendered by FIRM to MPS as follows:

1. $3,834 for Base Services up-front
2. $3,833 for Base Services after Flaherty & Hood, P.A. submits first bill
3. $3,833 for Base Services after completion of Base Services following Flaherty & Hood, P.A. submitting bill
4. For Other services, as follows:
   a. Cost of respective service after completion of respective service following Flaherty & Hood, P.A. submitting bill

MPS will pay the bill of FIRM within forty-five (45) days or less of its receipt by MPS.

4.3. Disputes. In the event that MPS disputes any aspect of FIRM's bill, the MPS General Manager shall contact Brandon M. Fitzsimmons at FIRM stating the nature of the dispute. The parties pledge their mutual good faith in resolving any disputes.

4.4. Interest. Because MPS will be paying FIRM's bills within forty-five (45) days from their receipt, no interest will be charged. If MPS determines that it will be necessary to deviate from that payment schedule, then MPS will notify FIRM thereof. An interest rate of eight (8) percent per annum will be charged to MPS if MPS does not pay any bill of FIRM within forty-five (45) days or less of its receipt by MPS, with such arrangement subject to change as may be mutually agreed between the parties.

5. TERM AND TERMINATION: This Agreement shall commence following execution of the parties and shall continue in effect until such time as either party terminates this Agreement. This Agreement may be terminated by MPS at any time or by FIRM upon sixty (60) days' written notice, provided, however, that FIRM's termination of this Agreement shall be governed by Rule 1.16 of the Minnesota Rules of Professional Conduct. MPS shall pay FIRM for the work performed prior to the effective date of termination based upon the payment terms of this Agreement.

6. NOTICE: Any notices required under the provisions of this Agreement shall be in writing and sufficiently given if delivered in person or sent by U.S. mail, postage prepaid, as follows:

   6.1. Notice to MPS shall be mailed or delivered to MPS General Manager, Moorhead Public Service, P.O. Box 779, Moorhead, MN 56561-0779

   6.2. Notice to FIRM shall be delivered to Brandon M. Fitzsimmons, Flaherty & Hood, P.A., 525 Park Street, Suite 470, St. Paul, MN 55103.

7. STATUS OF FIRM AS INDEPENDENT CONTRACTOR: FIRM shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for in this Agreement. No statement contained in this Agreement shall be construed so as to find FIRM to be an employee of MPS. FIRM shall not be entitled to any of the rights, privileges, or benefits of employees of MPS, including but not limited to, workers' compensation, health/death benefits and indemnification for third-party personal injury/property damage claims. FIRM acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due FIRM and that it is FIRM's sole obligation to comply with the applicable provisions of all federal and state tax laws. FIRM shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform or provide services identified herein. FIRM is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

8. DATA PRACTICES: All data collected, created, received, maintained, or disseminated for any purposes by the activities of FIRM because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy. This paragraph does not create a duty or any obligation on the part of FIRM to provide access to public data to the public for inspection or otherwise if the public data are available from MPS.

9. AUDITS: Pursuant to Minn. Stat. §§ 6.551 and 16C.05, subd. 5, FIRM agrees that MPS, the State Auditor, or any of their duly authorized representatives, may examine any books, records, documents, and the accounting practices and procedures of FIRM. If either MPS or FIRM requests that the State Auditor conduct such an examination, then the requesting party is liable for the costs of the examination.

10. INDEMNIFICATION AND INSURANCE: FIRM agrees it will defend, indemnify and hold harmless MPS, its officers and employees against any and all liability, loss, costs, damages and expenses which MPS, its officers or employees may hereafter sustain, incur, or be required to pay arising out of FIRM's negligence related to performance of this Agreement. FIRM further agrees that in order to protect itself as well as MPS under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force lawyers' professional liability insurance with a coverage amount of not less than $1,000,000 per claim.

    MPS agrees it will defend, indemnify and hold harmless FIRM, its officers and employees against any and all liability, loss, costs, damages and expenses which FIRM, its officers or employees may hereafter sustain, incur, or be required to pay arising out of MPS's negligence related to performance of this Agreement.

    Nothing herein shall be deemed a waiver by MPS of the limitations on liability set forth in Minnesota Statutes, Section 466.04, as amended from time to time, and MPS' obligation to indemnify, hold harmless and defend FIRM shall be limited by the limitations on liability set forth in Minnesota Statutes, Section 466.04. FIRM and MPS specifically agree and acknowledge that the above-described indemnification and hold harmless provisions shall survive the termination of this Agreement.

11. ATTORNEY-CLIENT PRIVILEGE: FIRM is authorized to utilize email without encryption to transmit and receive confidential client information and to use cellular telephones and other wireless devices for the same purposes. MPS specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception.

12. FORCE MAJEURE: Each party shall be excused from any breach of this Agreement which is proximately caused by war, strike, act of God or other similar circumstance normally deemed outside the control of well-managed businesses.

13. GOVERNING LAW: This Agreement is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.

14. HEADINGS AND CAPTIONS: Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement.

15. ENTIRE AGREEMENT: This Agreement contains the entire Agreement for compensation services between the parties hereto. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

16. MODIFICATION: Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties hereto.

17. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY: If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

18. MPS APPROVAL: The MPS Commission has approved FIRM's fees and expenses to provide organizational, job classification, and compensation services for MPS during the term of this Agreement. The signing of this Agreement will be ministerial, and the FIRM is authorized to commence performing services following execution of this Agreement.

19. AGREEMENT NOT ASSIGNABLE. Except relating to conflicts of interest, the rights and obligations created by this Agreement may not be assigned by either party.

20. COUNTERPARTS. This Agreement may be executed in counterparts. Facsimile, photocopied or scanned signatures shall be considered as valid signatures as of the date thereof, although the original signature pages shall thereafter be appended to this Agreement.

21. WORK PRODUCTS. All records, information, materials and other work products prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of the MPS.

IN WITNESS WHEREOF, MPS and FIRM have executed this Agreement, and it is effective on the latest date affixed to the signatures hereto.

**MOORHEAD PUBLIC SERVICE COMMISSION**

By:_____
Its: Chairperson

By:_____
Its: Secretary

Date: _____

**FLAHERTY & HOOD, P.A.**

By:_____
Brandon M. Fitzsimmons
Its: Director

Date: _____

# Approve Electric Fund Transfer Agreement for 2027-2031 with City of Moorhead

## RECOMMENDATION:

The General Manager respectfully requests the Commission approve the Electric Fund Transfer Agreement for 2027-2031 with the City of Moorhead.

## BACKGROUND:

In 2014, for the first time, the Moorhead City Council (Council) and the Moorhead Public Service Commission (Commission) entered into a long-term agreement on the transfer amount from Moorhead Public Service's (MPS') Electric Division to the City of Moorhead's (City's) General Fund. The City of Moorhead and Moorhead Public Service Electric Fund Transfer Agreement (2015-2018 Transfer Agreement), approved by the Council and Commission in 2014, included a four-year term (2015-2018); a 2015 base General Fund transfer of $6,350,000; an annual $125,000 floor increase; a Net Revenue Transfer Multiplier of 1.44 cents per kilowatt-hour (kWh); and Council-approved exemptions.

The Council and the Commission share the common goal of enhancing the community and encouraging its growth. Both parties want to maintain competitive property tax rates, competitive electric rates to support economic development, and strong financial positions for each entity. The Council and the Commission established a reasonable and predictable approach to determining MPS' Electric Division transfer payments to the City's General Fund, which assisted both parties in budgeting and financial forecasting.

The initial 2015-2018 Transfer Agreement expired on December 31, 2018. During the term of the 2015-2018 Transfer Agreement, the Commission/Council Working Group (Working Group) met, discussed, and reviewed the provisions of the agreement. The parties also discussed the potential to extend the formula and mechanism used for the transfer in this agreement to the Capital Improvement Fund transfer, as well as the agreement's successes and challenges. The Commission and the Council approved the Electric Fund Transfer Agreement for 2019-2023 (2019-2023 Transfer Agreement), extending the previous 2015-2018 Transfer Agreement by an additional five years. The updated agreement included minor modifications and adjustments, as well as a $125,000 annual increase to the Base General Fund Transfer.

In 2024, the Commission and the Council approved the Electric Fund Transfer Agreement for 2024-2026 (2024-2026 Transfer Agreement), following extensive discussions throughout 2023 and into 2024. During this time, both staffs further evaluated the value, stability, and necessity of the Transfer Agreement. The 2024-2026 Transfer Agreement will expire on December 31, 2026.

The primary updates to the 2027-2031 Transfer Agreement include:

- Updating the annual adjustment to the Net Revenue Transfer Multiplier to the following:
    - 2027 Transfer – 2025 Net kWh Sales x $0.01823 per kWh
    - 2028 Transfer – 2026 Net kWh Sales x $0.01847 per kWh
    - 2029 Transfer – 2027 Net kWh Sales x $0.01872 per kWh
    - 2030 Transfer – 2028 Net kWh Sales x $0.01897 per kWh
    - 2031 Transfer – 2029 Net kWh Sales x $0.01922 per kWh

- $125,000 annual increase in the Base General Fund Transfer (totaling an increase of $625,000 over the five-year term).

  - 2027: $7,850,000
  - 2028: $7,975,000
  - 2029: $8,100,000
  - 2030: $8,225,000
  - 2031: $8,350,000

Pursuant to Section 12.05, Subdivision 8(c) of the Moorhead City Charter, the Council and the Commission are authorized to enter into an agreement providing for payments by the Commission to the City in lieu of taxes and the transfer of surplus utility funds to the City's General Fund and Capital Improvement Fund.

MPS Attorney John Boulger has reviewed and approved the attached Electric Fund Transfer Agreement for 2027-2031.

## KEY ISSUES:

- The 2024-2026 Transfer Agreement will expire on December 31, 2026.
- The Council and the Commission share the common goal of enhancing the community and encouraging its growth.
- Pursuant to Section 12.05, Subdivision 8(c) of the Moorhead City Charter, the Council and the Commission are authorized to enter into an agreement providing for payments by the Commission to the City in lieu of taxes and the transfer of surplus utility funds to the City's General Fund and Capital Improvement Fund.
- Primary updates to the Transfer Agreement for 2027-2031 include:
  - A five-year term.
  - Maintaining the $125,000 annual increase in the Base General Fund Transfer (totaling an increase of $625,000 over the five-year term).
  - Updating the annual adjustment to the Net Revenue Transfer Multiplier.

## FINANCIAL CONSIDERATIONS:

- Potential electric rate increases will be reviewed annually during the budget process.

Respectfully submitted,

Travis L. Schmidt
General Manager

**Division/Response Person**: Travis L. Schmidt, General Manager.

**Attachments**:
Electric Fund Transfer Agreement for 2027-2031

# ELECTRIC FUND TRANSFER AGREEMENT
# FOR 2027-2031

This agreement is made and entered into this _____ day of _____, _____ ("Effective Date"), by and between the **City of Moorhead ("City")** and the **Moorhead Public Service Commission ("MPS")**, a utility of the City of Moorhead.

**WHEREAS,** the City and MPS share a common goal of enhancing the community and encouraging its growth, in which both parties desire to maintain competitive property tax rates, to maintain competitive electric rates for economic development, and to maintain strong financial positions for each entity; and

**WHEREAS,** the parties wish to create a reasonable and predictable approach for the determination of the Electric Fund transfers to the General Fund and Capital Improvement Fund, which will assist in budgeting and financial forecasting for both parties; and

**WHEREAS,** it is the belief and intent of the parties that no provision of this Agreement is in violation of the Moorhead City Charter; however, if any provision of this Agreement conflicts with the Moorhead City Charter, the Moorhead City Charter shall control.

**NOW, THEREFORE,** the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish a reasonable and predictable method by which the Electric Fund transfers to the General Fund and Capital Improvement Fund are to be calculated and distributed.

2. **Definitions.** For purposes of this Agreement, the following definitions apply:

    a. Gross kWh Sales: All sales by MPS from the operation of the electric utility and furnished or sold to the City and its inhabitants, and all other customers.
    b. Net kWh Sales: Gross kWh Sales, less Moorhead City Council-approved exemptions, to include kWh sales to customer accounts subject to buyout payments and/or economic development payments.
    c. Calculated Transfer Multiplier: Pre-defined rate stated in cents per kWh.
    d. Calculated Transfer: Amount determined by multiplying the Calculated Transfer Multiplier by Net kWh Sales.
    e. Budget Year: The fiscal year of the City and MPS.

3. **General Fund Transfer.** The transfer from the Electric Fund to the General Fund will be determined in accordance with Chapter 12: PUBLIC UTILITIES; OPERATION; FINANCING, Section 12.11, Subd. 4 and Subd. 5 of the Moorhead City Charter, which limits the General Fund transfer to an amount from Net Revenues not to exceed 20 percent of Gross Revenues.

The annual General Fund transfer will be the greater of either the Calculated Transfer as defined in 3.a. below or the Base Transfer as defined in 3.b. below.

a. Calculated Transfer**.** The Calculated Transfer will be determined using the Calculated Transfer Multipliers as indicated in the following schedule:

2027 Transfer – 2025 Net kWh Sales x $0.01823 per kWh*
2028 Transfer – 2026 Net kWh Sales x $0.01847 per kWh*
2029 Transfer – 2027 Net kWh Sales x $0.01872 per kWh*
2030 Transfer – 2028 Net kWh Sales x $0.01897 per kWh*
2031 Transfer – 2029 Net kWh Sales x $0.01922 per kWh*
** (1.34% increase rounded to 5 decimals)*

Net kWh Sales will be determined based on billing data as reflected in MPS' customer information system. The City will receive a detailed report from MPS, including Gross kWh Sales data and annual exemption data, on an annual basis. Data from the most recently completed year will be utilized for the upcoming Budget Year.

Example: Actual data for the period January 1 through December 31, 2025, will form the basis for calculating the Budget Year 2027 Electric Fund transfer to the General Fund.

(426,694,092 x 0.01752 = $7,475,000) - 2024
*(406,941,216 kWh x $0.01823 = $7,419,000) - 2027*

b. Base Transfer. The annual Base Transfer amount from the Electric Fund to the General Fund in the Agreement period shall be as follows:

*Historical:*
2024: $7,475,000 (as stated in the previous Agreement)
2025: $7,600,000 (as stated in the previous Agreement)
2026: $7,725,000 (as stated in the previous Agreement)

*2027 through 2031:*
2027: $7,850,000
2028: $7,975,000
2029: $8,100,000
2030: $8,225,000
2031: $8,350,000

The City and MPS agree to discuss alternative base transfer calculation methods for possible inclusion into successor Electric Fund Transfer Agreements.

4. **Capital Improvement Fund Transfer.** During the Agreement period, the transfer amount from the Electric Fund to the Capital Improvement Fund shall be 5 percent of gross revenues, less Moorhead City Council-approved exemptions, to include kWh sales to customer accounts subject to buyout payments and/or economic development payments.

5. **Payment.** MPS will remit payment to the City in twelve (12) equal monthly installments by the 10th of each month. Any final adjustments due to rounding or variance from estimates will be made before March 31 of the following year.

6. **Term.** The term of this Agreement shall be for a period of five (5) years, commencing on January 1, 2027.

7. **Review of Agreement Provisions.** Prior to July 1st of each year, the parties agree to meet, discuss, and review the provisions of this Agreement and modify the Agreement as agreed by the parties, by the mutual consent of each governing board.

8. **Renegotiation of Agreement.** If one of the following events occurs during the term of this Agreement, the parties must meet within fifteen (15) days of notification of the occurrence of one of these events and engage in good faith renegotiation of terms of this Agreement:

    a. One of the top three MPS electric industrial General Service customers reduces their purchased electricity from MPS by 50 percent or more in any Budget Year of the Agreement; or
    b. The State of Minnesota reduces City Local Government Aid by 2 percent or more in any Budget Year of the Agreement; or
    c. The State of Minnesota imposes Municipal Levy Limits on the City in any Budget Year of the Agreement.

9. **Potential Future Capital Improvement Fund Calculation Method.** During the term of this Agreement, the parties agree to discuss the potential to extend the formula and mechanism used to calculate the Electric General Fund transfer, set forth in this Agreement, to the Capital Improvement Fund transfer in concurrence with the limits stated in the Moorhead City Charter.

10. **Liability.** For the purposes of Minnesota Statutes Annotated §466.04, the employees and officers of a party are deemed to be employees of that party. Under no circumstances will a party, irrespective of whether it may have waived the limit on liability set forth in Minnesota Statutes Annotated §466.04, be required to pay on behalf of itself or the other party any amounts in excess of the limits on liability established in Minnesota Statutes Annotated §466.04 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each party.

11. **No Waiver of Limits of Liability.** Nothing herein will be deemed a waiver by any party of the limitations on liability set forth in Minnesota Statutes Annotated §466.04, as amended from time to time.

12. **Non-Performance.** Upon the occurrence of any non-performance of MPS' obligations under this Agreement, the City must provide written notice to MPS of the nature of the non-performance. Within fifteen (15) days of receipt of the written notification, the City and MPS agree to meet to attempt to resolve the issue amicably. If the issue cannot be resolved, the parties may utilize any other form of dispute resolution allowed by law, including termination of this Agreement, or any legal or administrative proceedings for the collection of any amounts due hereunder or the enforcement of any covenant, agreement, or obligation of MPS.

13. **Notices.** Any notice which is to be given to the City or MPS will be deemed sufficiently given if sent by certified or registered mail, postage prepaid, addressed as follows:

CITY: City of Moorhead
ATTN: City Manager
475 Red River Avenue
P.O. Box 779
Moorhead, MN 56561-0779

MPS: Moorhead Public Service
ATTN: General Manager
475 Red River Avenue
P.O. Box 779
Moorhead, MN 56561-0779

The customary receipt will be conclusive evidence of service, and notices will be effective as of the date of mailing thereof. The City agrees to accept payment at the above-referenced address.

14. **No Forbearance.** A waiver by the City of any default or breach herein will not be construed to be a continuing waiver of such default or breach, nor is a waiver or permission, express or implied, to be construed as a waiver of any other or subsequent default or breach.

15. **Governing Law.** It is agreed that this Agreement will be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Minnesota.

16. **Entire Agreement.** This Agreement contains the entire and only agreement between the parties regarding Electric Fund transfers. Any prior understanding or representation of any kind preceding the date of this Agreement on this subject will not be binding upon either party except to the extent incorporated in this Agreement.

17. **Headings**. The heading to the paragraphs of this Agreement are solely for the convenience of the parties and will not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

18. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will be binding only if evidenced in a writing signed by each party or by an authorized representative of each party.

19. **Severability.** The invalidity of any provision of this Agreement will not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions will be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

20. **Force Majeure.** If either party fails to perform any of its obligations under this Agreement as a result of *force majeure*, such party will not be liable for loss or damage for the failure, and the other party will not be released from any of its obligations under this Agreement. If either party is delayed or prevented from performing any of its obligations as a result of *force majeure*, the period of delay or prevention will be added to the time herein provided for the performance of any such obligation.

"*Force majeure*" means any event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including, but not limited to, acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, civil commotion, accident, restraint of government, governmental acts, injunctions, labor strikes, lockouts, labor difficulty, legal requirements, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences.

21. **No Waiver.** By execution of this Agreement, the Moorhead City Council: is not ceding any of its legislative authority; is not binding any future City Council's ability to develop and enact a budget, by any definitions contained herein or otherwise; is not waiving any of its rights under the Moorhead City Charter; and is not waiving any authority vested in the City Council. Similarly, MPS is not waiving any of its rights under the Moorhead City Charter and is not waiving any authority vested in the Moorhead Public Service Commission. If any provision of this Agreement violates this section, the provision in violation will be deemed invalid.

22. **Time is of the Essence.** Time is of the essence of each provision of this entire contract and of all the conditions thereof.

In witness whereof, the parties have set their hands and seals the day and date heretofore set forth.

| **CITY OF MOORHEAD** | **MOORHEAD PUBLIC SERVICE COMMISSION** |
|---|---|
| _____ | _____ |
| By:_____ | By:_____ |
| Its:_____ | Its:_____ |
| _____ | _____ |
| By:_____ | By:_____ |
| Its:_____ | Its:_____ |
| Date:_____ | Date:_____ |

# Approve 2027 Commission Meeting Schedule

**RECOMMENDATION:**
The General Manager respectfully requests the Commission approve the 2027 Commission meeting schedule.

**BACKGROUND:**
Attached is the 2027 Commission meeting schedule for the Commission's approval. Meetings of the Commission typically occur on the first and third Tuesdays of each month, unless noted otherwise on the attached schedule.

Respectfully submitted,



Travis L. Schmidt
General Manager

**Division/Response Person**: Travis L. Schmidt, General Manager.

**Attachments**:
2027 Regular Meetings of the Moorhead Public Service Commission

# 2027 Regular Meetings of the Moorhead Public Service Commission

Moorhead Public Service (MPS) is locally governed by a six-member board of MPS customers known as the Moorhead Public Service Commission. Its six members are appointed by the Moorhead City Council and the Mayor.

**Meetings of the Moorhead Public Service Commission typically occur on the first and third Tuesday of each month at 4:30 PM in the Red River Room at Moorhead City Hall, 475 Red River Avenue, Moorhead, Minnesota.**

**JANUARY**
- 5 (if needed)
- 19

**FEBRUARY**
- 2 (if needed)
- 16

**MARCH**
- 2 (if needed)
- 16

**APRIL**
- 6 (if needed)
- 20

**MAY**
- 4 (if needed)
- 18

**JUNE**
- 1 (if needed)
- 15

**JULY**
- 6 (if needed)
- 20

**AUGUST**
- 3 (if needed)
- 24[ii]

**SEPTEMBER**
- 7 (if needed)
- 21

**OCTOBER**
- 5 (if needed)
- 19[i]

**NOVEMBER**
- 2 (if needed)
- 16

**DECEMBER**
- 14 (if needed)
- 28

[i] If needed, electric and water rate hearings for 2028 rates will be held on October 19, 2027.
[ii] This meeting date does not follow the normal meeting schedule.