



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

MEETING AGENDA

Wednesday, September 15, 2021

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission will be held on Wednesday, September 15, 2021 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

APPROVAL OF MINUTES:

1. Consider a motion to approve the minutes of the August 11, 2021 regular meeting and the August 24, 2021 special meeting.

VERIFIED CLAIMS:

2. Consider a motion to approve the verified claims for August 2021 in the amount \$2,250,172.16. (Computer Check Register \$1,683,270.18 and Manual Check Register \$566,901.98).

COMMISSION REPORTS:

CONSENT AGENDA: Any item on the consent agenda shall be removed for consideration by the request of any one Commission member, Utility Staff, or the public and put on the regular agenda for discussion and consideration.

3. Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for August 2021.
4. Consider a motion to approve the write off of September uncollectible accounts in the amount of \$11,277.72.
5. Consider a motion to confirm filling the Accounting Technician-Payroll/Benefits position with the preferred applicant, Ms. Jean Key.
6. Consider a motion to confirm filling the Purchasing Clerk position with the preferred applicant, Mr. Gary Stoltz.
7. Consider a motion to declare a vacancy exists for a Customer Service Representative position, and authorize the internal posting and external advertising, if needed.
8. Consider a motion to ratify the procurement contract with Ferguson for a Rigid Pipe Threader for \$4,303.64.

9. Consider a motion to ratify the procurement contract with Trident Process for two Lightnin High Speed Mixers via the exchange program for \$60,264.00.
10. Consider a motion to ratify the procurement contract with Quality Flow Systems for a 5 Hp KSB pump for \$6,880.00.
11. Consider a motion to ratify the professional services contract with Brown and Caldwell for \$20,000.00 (not to exceed).

SETTING OF REGULAR AGENDA: This is an opportunity to approve the regular agenda as presented, or add/delete an agenda item by a majority vote of the Commission members present.

ADMINISTRATION DEPT:

12. Review Administration Department Report.

BUSINESS SERVICES DEPARTMENT:

13. Review the September 2021 Business Services Department Report.
14. Consider a motion to adopt resolution 09-15-21-9 authorizing the Grand Rapids Public Utilities membership in the 4M Fund.

ELECTRIC DEPARTMENT:

15. Review Electric Department Report.

WATER AND WASTEWATER DEPARTMENT:

16. Review the Water-Wastewater Department Report.

SAFETY:

17. Review Safety Report.

ADJOURNMENT:

The next Special meeting/Work Session is scheduled for Tuesday, September 28, 2021 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The October Regular Commission Meeting has been rescheduled to Tuesday, October 12, 2021 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The GRPUC has adopted a Meeting Protocol Policy, which informs attendees of the GRPUC'S desire to conduct meetings in an orderly manner which welcomes all civil input from interested parties. If you are unaware of the policy, please contact our office at 218-326-7024 ext. 1 and we will provide you with a copy of the policy.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2021

AGENDA ITEM: Consider a motion to approve the minutes of the August 11, 2021 regular meeting and the August 24, 2021 special meeting.

PREPARED BY: Christine Flannigan

BACKGROUND:

See attached minutes of the August 11, 2021 regular meeting and the August 24, 2021 special meeting.

RECOMMENDATION:

Consider a motion to approve the minutes of the August 11, 2021 regular meeting and the August 24, 2021 special meeting.



CITY OF GRAND RAPIDS

Minutes – Final

Public Utilities Commission

Wednesday, August 11, 2021 4:00 PM

Conference Room of Public Utilities
Service Center

CALL TO ORDER

Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, August 11, 2021 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

CALL OF ROLL

Present - 5 - President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.

Others present: General Manager Kennedy, Business Services Manager Lane, Electric Department Manager Goodell, Administrative/HR Assistant Flannigan, and Pete Garsow of ICTV.

Rebecca Kurtz, Senior Municipal Advisor of Ehlers Public Finance Advisors, was present via Microsoft Teams.

MEETING PROTOCOL POLICY

The GRPUC has adopted a Meeting Protocol Policy, which informs attendees of the GRPUC'S desire to conduct meetings in an orderly manner which welcomes all civil input from interested parties. If you are unaware of the policy, please contact our office at 218-326-7024 ext. 1 and we will provide you with a copy of the policy.

APPROVAL OF MINUTES

1. Consider a motion to approve the minutes of the July 14, 2021 regular meeting.

A motion was made by Commissioner Rick Smith, seconded by Commissioner Rick Blake, to approve the minutes of the July 14, 2021 regular meeting. The motion carried by the following vote:

Aye: President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith

PUBLIC FORUM

None present.

COMMISSION REPORTS

Commissioner Rick Blake reported that on Thursday, August 12, 2021, Elder Circle is serving bag lunches on the north side of the IRA Civic Center in the Miner Pavilion from 11:00 AM – 1:00 PM.

Commissioner Rick Smith shared a comment that he received from a water customer who was very

pleased with the water crew that recently reconnected their water.

President Tom Stanley also received many comments from customers who were very pleased with the response that was given by our crews during the storm restoration that was done in a safe and orderly fashion.

CONSENT AGENDA

Any item on the consent agenda shall be removed for consideration by request of any one Commission member, Utility staff, or the public and put on the regular agenda for discussion and consideration.

A motion was made by Commissioner Rick Blake, seconded by Commissioner Luke Francisco, to approve the Consent Agenda as presented. The motion carried by the following vote:

Aye: President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.

2. Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for July 2021.

Approved by consent agenda vote.

3. Consider a motion to declare a vacancy exists for a Customer Service Representative position, and authorize the internal posting and external advertising, if needed.

Approved by consent agenda vote.

SETTING OF REGULAR AGENDA

This is an opportunity to approve the regular agenda as presented, or add/delete an agenda item by a majority vote of the Commission members present.

A motion was made by Commissioner Luke Francisco, seconded by Secretary Kathy Kooda, to approve the Regular Agenda as presented. The motion carried the by following vote:

Aye: President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.

ADMINISTRATION DEPARTMENT

4. 2021 Summer Storm Recap.

General Manager Kennedy reviewed the utility restoration efforts following the July 26, 2021 summer wind storm event.

5. Review the August Administration Department Report.

General Manager Kennedy reviewed the August Administration Department Report with the Commission.

BUSINESS SERVICES DEPARTMENT

6. Review the August Business Services Department Report.

Business Services Manager Lane reviewed the August Business Services Department Report with the Commission.

7. Consider a resolution to Approve the Issuance and Sale of \$X City of Grand Rapids, Minnesota (Public Utilities Commission) Taxable GO Utility Revenue Refunding Bonds, Series 2021C.

A motion was made by Commissioner Rick Blake, seconded by Commissioner Rick Smith, to adopt Resolution No. 08-11-21-8 Approving the Issuance and Sale of \$1,210,000.00 City of Grand Rapids, Minnesota (Public Utilities Commission) Taxable GO Utility Revenue Refunding Bonds, Series 2021C. The motion carried the by following vote:

Aye: President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.

8. Consider a motion to approve the Demand Charge Agreement with the City of Grand Rapids and UPM-Blandin Paper Company.

A motion was made by Commissioner Luke Francisco, seconded by Secretary Kathy Kooda, to approve the Demand Charge Agreement with the City of Grand Rapids and UPM-Blandin Paper Company. The motion carried the by following vote:

Aye: President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.

9. Consider a motion to approve a contract with Wells Fargo for WellsOne Commercial Card (PCard) Program services.

A motion was made by Commissioner Luke Francisco, seconded by Secretary Kathy Kooda, to approve a contract with Wells Fargo for WellsOne Commercial Card (PCard) Program services. The motion carried the by following vote:

Aye: President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.

ELECTRIC DEPARTMENT

10. Review the August Electric Department Report.

Electric Department Manager Goodell reviewed the August Electric Department Report with the Commission.

11. Consider a motion to enter into a contract with mPower Innovations for a total of \$75,500.00 for the implementation of the outage management system and to authorize the General Manager to sign this contract.

A motion was made by Commissioner Luke Francisco, seconded by Commissioner Rick Smith, to approve entering into a contract with mPower Innovations for a total of \$75,500.00 for the implementation of the outage management system and to authorize the General Manager to sign this contract. The motion carried the by following vote:

Aye: President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.

WATER AND WASTEWATER DEPARTMENT

12. Review the August Water-Wastewater Department Report.

General Manager Kennedy reviewed the August Water and Wastewater Department Report with the Commission.

SAFETY REPORT

13. Review the August Safety Report.

General Manager Kennedy reviewed the August Safety Report with the Commission.

VERIFIED CLAIMS

14. Consider a motion to approve the verified claims for July 2021 in the amount \$2,780,442.60 (Computer Check Register (July 27 meeting cancelled) \$151,567.36, Computer Check Register \$1,321,698.17 and Manual Check Register \$1,307,177.07).

A motion was made by Commissioner Luke Francisco, seconded by Commissioner Rick Blake to approve the verified claims for July 2021 in the amount \$2,780,442.60 (Computer Check Register (July 27 meeting cancelled) \$151,567.36, Computer Check Register \$1,321,698.17 and Manual Check Register \$1,307,177.07). The motion carried by the following vote:

Aye: President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith

ADJOURNMENT

The next Regular Meeting of the Commission is Wednesday, September 15, 2021 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Special Meeting/Work Session is scheduled for Tuesday, September 28, 2021 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The October Regular Commission Meeting has been rescheduled to Tuesday, October 12, 2021 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

By call of the chair, the regular meeting was declared adjourned at 5:11 PM.

Respectfully submitted: Christine Flannigan, Administrative/HR Assistant

Thomas G. Stanley, President

Attest:

Kathleen M. Kooda, Secretary



CITY OF GRAND RAPIDS

Minutes – Final

Public Utilities Commission

Tuesday, August 24, 2021

8:00 AM

Conference Room of Public Utilities
Service Center

CALL TO ORDER

Pursuant to due notice and call thereof, a Special Meeting/Work Session of the Grand Rapids Public Utilities Commission was held on Tuesday, August 24, 2021 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

CALL OF ROLL

Present - 5 - President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco and Commissioner Rick Smith.

Others present: General Manager Kennedy, Business Services Manager Lane, Electric Department Manager Goodell, Water/Wastewater Department Manager Mattson, and Administrative/HR Assistant Flannigan.

1. Acknowledge proper posting of the special meeting/work session date, time, and purpose.

President Stanley acknowledged the proper posting of the special meeting/work session date, time, and purpose.

2. Consider a motion to approve the verified claims for July/August 2021 in the amount of \$208,632.95 (Computer Check Register \$208,632.95)

A motion was made by Commissioner Rick Blake, seconded by Commissioner Luke Francisco, to approve the verified claims for July/August 2021 in the amount of \$208,632.95. (Computer Check Register \$208,632.95). The motion carried by the following vote:

Aye: President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.

3. Consider a motion to approve the Emergency/Mutual Aid Letter of Agreement with the AFSCME Local 3456 bargaining unit retroactive to July 26, 2021.

A motion was made by Commissioner Luke Francisco, seconded by Commissioner Rick Smith, to approve the Emergency/Mutual Aid Letter of Agreement with the AFSCME Local 3456 bargaining unit retroactive to July 26, 2021. The motion carried by the following vote:

Aye: President Tom Stanley, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, and Commissioner Rick Smith.

4. Minnesota Municipal Utilities Association (MMUA) Annual Conference Recap.

President Stanley and General Manager Kennedy reported on attending the MMUA Annual Summer Conference in Brainerd, MN from August 16-18, 2021. Commissioner Blake and Electric Department Manager Goodell also attended the conference. The MMUA Board of Directors elected General Manager Julie Kennedy as its secretary/treasurer. The MMUA 2021 System Innovation Award was awarded to the Grand Rapids Public Utilities for success in working with others to develop a community solar garden. The project is a collaboration between the GRPUC, Itasca Clean Energy Team, the City of Grand Rapids, Minnesota Power, and US Solar.

5. Governance discussion.

General Manager Kennedy gave an overview of the Municode meeting management software that will be used for publishing meeting notices, agendas and minutes beginning in September. The City Council and all boards and commissions will be using this software.

ADJOURNMENT

The next Regular Meeting of the Commission is Wednesday, September 15, 2021 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Special Meeting/Work Session is Tuesday, September 28, 2021 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

By call of the chair, the regular meeting was declared adjourned at 9:10 AM.

Respectfully submitted: Christine Flannigan, Administrative/HR Assistant

Thomas G. Stanley, President

Attest:

Kathleen M. Kooda, Secretary



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2021

AGENDA ITEM: Consider a motion to approve the verified claims for August 2021 in the amount \$2,250,172.16

Computer Check Register \$1,683,270.18

Manual Check Register \$566,901.98

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

See attached check registers:

Computer check register \$1,683,270.18

Manual check register \$566,901.98

Total \$2,250,172.16

RECOMMENDATION:

Consider a motion to approve the verified claims for August 2021 in the amount of \$2,250,172.16

Computer check register \$1,683,270.18

Manual check register \$566,901.98

August 2021 Check Register

Document Date	Check #	Vendor Name	Document Amount	
8/2/2021	4433	Northeast Service Cooperative	3,982.00	8/31/2021
8/2/2021	4434	Wells Fargo Corporate Trust	17,218.75	8/31/2021
8/6/2021	4435	Invoice Cloud	2,574.20	8/31/2021
8/13/2021	4436	Further	1,401.26	8/31/2021
8/17/2021	4437	Public Employees Retirement Association	19,355.55	8/17/2021
8/17/2021	4438	Minnesota Dept. of Revenue	6,209.48	8/17/2021
8/17/2021	4439	Wells Fargo Bank	36,509.72	8/17/2021
8/17/2021	4440	Empower Retirement	14,144.39	8/17/2021
8/19/2021	4441	Minnesota Department of Revenue	70,354.00	8/31/2021
8/27/2021	4442	Public Employees Retirement Association	14,413.81	8/27/2021
8/27/2021	4443	Minnesota Dept. of Revenue	4,379.62	8/27/2021
8/27/2021	4444	Wells Fargo Bank	26,096.48	8/27/2021
8/27/2021	4445	Empower Retirement	8,478.65	8/27/2021
8/27/2021	4446	Northeast Service Cooperative	53,946.00	8/31/2021
8/30/2021	4447	Minnesota Dept. of Revenue	283.44	8/30/2021
8/30/2021	4448	Wells Fargo Bank	1,691.54	8/30/2021
8/30/2021	4449	Further	1,309.59	8/31/2021
8/3/2021	78511	Customer Refunds- Michael Kliewer	82.92	8/31/2021
8/3/2021	78512	Customer Refunds- Buffy Leef	12.24	8/31/2021
8/3/2021	78513	Customer Refunds- Rebecca C Galloway	5.10	8/31/2021
8/3/2021	78514	Customer Refunds- John M & Carly E Warren	90.70	8/31/2021
8/3/2021	78515	Customer Refunds- Charles McIntosh	67.55	8/31/2021
8/3/2021	78516	Customer Refunds- Sandra Koami	59.17	8/31/2021
8/4/2021	78517	Customer Refunds- Michaela Storm	125.04	8/31/2021
8/4/2021	78518	Customer Refunds- Jessica Bimberg & Boone Johnson	13.27	8/31/2021
8/4/2021	78519	Customer Refunds- McKinney Lk Child Care/Holly Goodma	72.88	8/31/2021
8/9/2021	78520	Minnesota Energy Resources Corp.	18.00	8/9/2021
8/9/2021	78521	United Parcel Service	64.26	8/9/2021
8/9/2021	78522	Verizon Wireless	813.54	8/9/2021
8/9/2021	78523	Customer Refunds- Daniel Howard	54.35	8/31/2021
8/10/2021	78524	Customer Refunds- 1St Avenue Condominiums	8.35	8/31/2021
8/13/2021	78569	Further	90.75	8/13/2021
8/13/2021	78570	TASC	225.00	8/13/2021
8/16/2021	78571	Wells Fargo Corporate Trust	128,069.57	8/31/2021
8/16/2021	78572	Customer Refunds- Andrew O'Gorman	79.35	8/31/2021
8/16/2021	78573	Customer Refunds- Angela Dorn	73.23	8/31/2021
8/16/2021	78574	Customer Refunds- David Campbell	13.11	8/31/2021
8/17/2021	78575	NCPERS Group Life Ins	128.00	8/31/2021
8/18/2021	78576	Minnesota Dept. of Health	32.00	8/18/2021
8/18/2021	78577	Postage By Phone System	4,997.63	8/31/2021
8/19/2021	78578	Customer Refunds- Ben Dinsmore & Sklar Clark	13.08	8/31/2021

8/19/2021	78579 Customer Refunds- Erin Jaeger	61.67	8/31/2021
8/25/2021	78580 UNUM Life Insurance Co of America	2,536.96	8/25/2021
8/27/2021	78648 Customer Refunds- The Harley Trusts	163.59	8/31/2021
8/27/2021	78649 Minnesota Council 65	1,557.90	8/27/2021
8/30/2021	78650 First Net / AT & T Mobility	317.31	8/30/2021
8/30/2021	78651 Mesabi Range Eveleth Campus	875.80	8/30/2021
8/30/2021	78652 United Parcel Service	2.34	8/30/2021
8/30/2021	78653 Verizon Wireless	805.10	8/30/2021
8/30/2021	78654 Wells Fargo Business Card	945.41	8/30/2021
8/30/2021	78655 Customer Refunds- James Culpepper	72.33	8/31/2021
8/31/2021	78656 City of Grand Rapids	331.50	8/31/2021
8/31/2021	78657 City of Grand Rapids	69,341.17	8/31/2021
8/31/2021	78658 City of Grand Rapids	72,333.33	8/31/2021

Checks Previously Approved **	0.00
Manual Checks to be approved	<u>566,901.98</u>
Total Manual Checks	566,901.98

PUBLIC UTILITIES COMMISSION
 ACCOUNTS PAYABLE
 AUGUST 2021
 (Meeting Date: 09/15/2021)

Item 2.

NAME	AMOUNT	NAME	AMOUNT
Acheson Tire	1,420.00	Macqueen Equipment	5,738.54
APG Media	920.00	Mattson, Steve	44.24
APPA	1,450.00	McMaster-Carr	1,387.41
Aramark	185.57	Melrose Public Utilities	5,989.31
Audiology	70.00	Minnesota Power	1,398,038.34
Barnum Companies	1,771.00	Minuteman Press	460.40
Brainerd Public Utilities	24,269.85	Mulcahy	1,050.54
Burgraff's Ace	309.91	Nextera	634.08
The Busy Bees	2,066.02	North Central Laboratories	76.46
Central McGowan	3,052.77	Northeast Technical	1,643.60
City of Detroit Lakes Public Utilities	10,497.46	Personnel Dynamics LLC	1,520.82
City of Wadena	3,934.92	Pitney Bowes	2,274.96
Coalition of Greater MN Cities	2,848.00	Polydyne Inc	53,325.44
Cogsdale	13,781.25	Quality Refrigeration & Heating	262.80
Coles	385.69	Radtke Trucking	4,565.52
Compass Minerals	3,767.94	RMB Environmental Lab	359.00
Core & Main	5,307.55	Shakopee Public Utilities	17,358.07
CW Technology	9,154.80	Stuart Irby	14,160.88
Elk River Municipal Utilities	12,069.25	Telecologix	72.50
Fastenal	1,282.22	UPS	34.13
Further	96.25	United Rentals	477.73
Grainger	322.03	Viking Electric	424.37
Graybar	3,603.41	Virginia Public Utilities	13,770.41
Hawkins	13,066.51	Waste Management	690.42
Herc-U-Lift	361.83	Wesco	2,171.58
Hibbing Public Utilities	17,443.03	Xerox	86.80
IGX Designs	224.28		
Johnson Controls	764.75	Appliance Rebate:	
L & M Supply	11,599.34	David & Kirstiane Bilyeu	200.00
Lake Country Power	327.60	Thomas Karges	70.00
Latvala Lumber	48.91		
League of Minnesota Cities	9,979.69		

1,683,270.18



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2021

AGENDA ITEM: Consider a motion to approve the City Treasurer’s Report and the Investment Activity Report for August 2021

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

Please see attached reports:

GRPUC Cash Receipts and Disbursements for the Month of August 2021
GRPUC Investment Activity
Graphics – July Investment Balances and Monthly Investment Balances 2000-2021

RECOMMENDATION:

Consider a motion to approve the City Treasurer’s Report and the Investment Activity Report for August 2021.

**CITY OF GRAND RAPIDS
PUBLIC UTILITIES COMMISSION**

Item 3.

CASH RECEIPTS AND DISBURSEMENTS FOR THE MONTH OF AUGUST 2021

TREASURER'S BALANCE JULY 31, 2021		\$ 4,467,165.37
Deposits	2,405,319.51	
Redeposits-Checks	-	
Redeposits-ACH	-	
Bank Adjustments	-	
		2,405,319.51
Less Disbursements	(2,257,662.83)	
NSF Checks	-	
ACH Returns	(1,616.25)	
Bank Adjustments	-	
		<u>(2,259,279.08)</u>
TREASURER'S BALANCE AUGUST 31, 2021		<u>\$ 4,613,205.80</u>

VERIFICATION OF TREASURER'S BALANCE

WELLS FARGO BANK BALANCE AUGUST 31, 2021		\$ 4,752,746.01
Add: Deposits in Transit		92,308.29
Less: Outstanding Checks		<u>(231,848.50)</u>
TREASURER'S BALANCE AUGUST 31, 2021		<u>\$ 4,613,205.80</u>

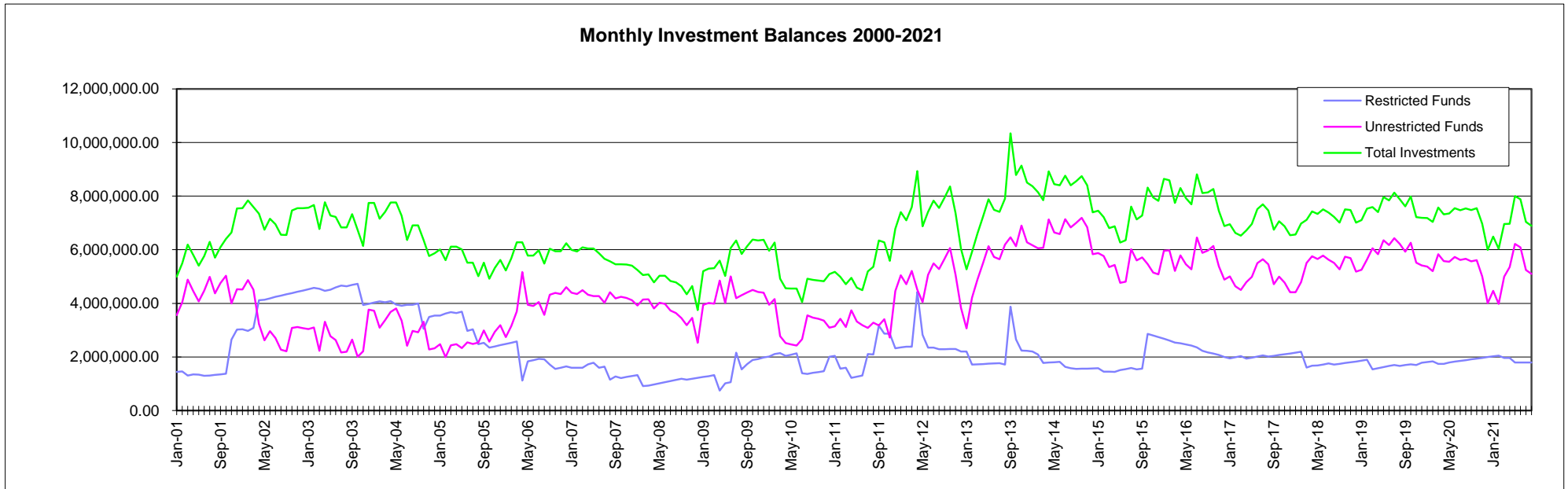
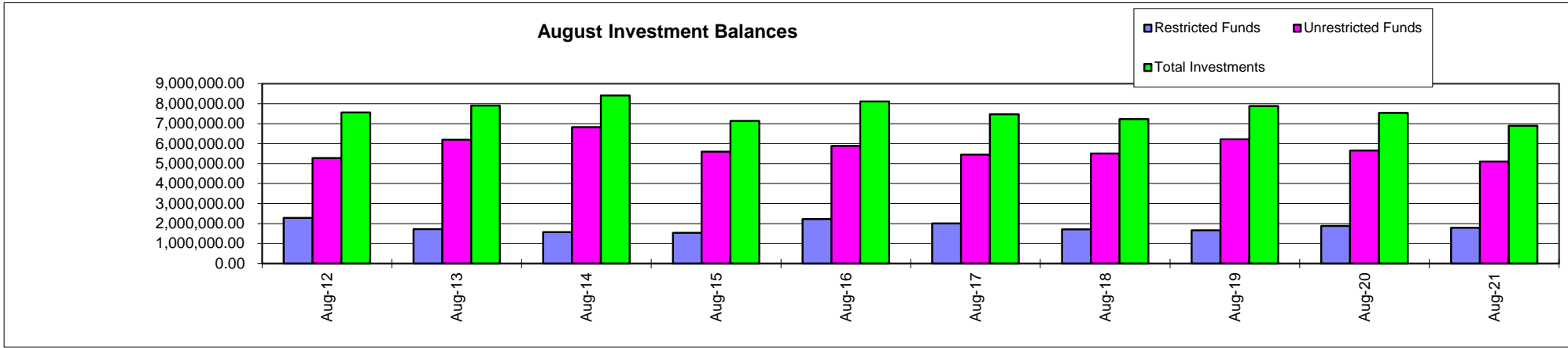
Electric Department	August 2021
City	1,253,121
Rural	162,698
Load Management	2,416
Subtotal Electric Retail Sales	<u>1,418,234</u>
Windsense	
Security Lighting	5,157
Total Sales	<u>1,423,391</u>
Purchased Power Pass-thru	326,134
Total Electric	<u>1,749,525</u>
Water Department	
City	176,533
Rural	0
Public Authorities	3,650
Total Water	<u>180,182</u>
Wastewater Collection Dept	
City	144,422
Rural	345
Public Authorities	12,405
Total Wastewater Collection	<u>157,173</u>
City Storm Water	69,488
Sales Tax	69,135
Total Amount Billed	<u>2,225,504</u>

**Grand Rapids Public Utilities Commission
Investment Activity
August 2021**

Beginning Balance Cash and Investments	\$ 7,034,778.14
 Redeemed:	
None	-
	-
 Invested:	
None	-
Change in checking account balance	(146,040.43)
 Total Cash and Investments	 <u>\$ 6,888,737.71</u>
 Less: Restricted and Designated Funds	
Restricted Funds:	
Sanitary Sewer Collection/Treatment Infrastructure Fund:	
Wastewater Treatment Plant	\$ 1,530.25
Trunk Main	69,572.84
Customer Deposits	390,467.26
Customer Deposits - Antenna Fees	41,593.10
Electric Capital Replacement Fund	561,878.01
Water Capital Replacement Fund	569,001.09
Sewer Capital Replacement Fund	154,444.56
 Designated Funds:	
Disaster Recovery Fund	<u>1,500,000.00</u>
Total Restricted and Designated Funds	<u>\$ 3,288,487.11</u>
 Net Cash and Investments	 <u><u>\$ 3,600,250.60</u></u>

Note:

	Aug-12	Aug-13	Aug-14	Aug-15	Aug-16	Aug-17	Aug-18	Aug-19	Aug-20	Aug-21
Restricted Funds	2,284,451.24	1,715,562.03	1,576,487.27	1,532,356.19	2,227,053.74	2,011,843.38	1,714,045.41	1,667,372.88	1,880,348.92	1,788,487.11
Unrestricted Funds	5,277,638.10	6,190,231.75	6,830,599.80	5,599,949.83	5,884,349.23	5,453,504.04	5,510,114.87	6,213,794.66	5,659,983.75	5,100,250.60
Total Investments	7,562,089.34	7,905,793.78	8,407,087.07	7,132,306.02	8,111,402.97	7,465,347.42	7,224,160.28	7,881,167.54	7,540,332.67	6,888,737.71
Minimum cash reserve				4,542,427.00	4,828,355.00	4,707,627.00	4,719,921.00	4,887,919.00	4,901,155.00	4,610,534.00





GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2021

AGENDA ITEM: Consider a motion to approve the write off of September uncollectible accounts in the amount of \$11,277.72

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

The attached list September 2021 uncollectible accounts, with the redacted customer information for privacy, shows the amounts of the requested write offs.

RECOMMENDATION:

Consider a motion to approve the write off of September uncollectible accounts in the amount of \$11,277.72

For Commission to Approve Write-off

				September 2021 Meeting	
Location	Customer Name	Address	Reason	Closed	Amount
			Deceased	2/28/2020	\$ 46.36
			Deceased	1/28/2021	\$ 101.69
			Deceased	7/21/2015	\$ 600.02
			Deceased	2/2/2015	\$557.29
			Deceased	6/27/2017	\$ 131.87
			Bankruptcy	11/1/2013	\$ 124.85
			Statute of Limitations	3/24/2014	\$ 410.12
			Statute of Limitations	5/28/2014	\$ 90.99
			Statute of Limitations	12/4/2013	\$ 283.40
			Statute of Limitations	2/5/2015	\$ 436.40
			Statute of Limitations	9/18/2014	\$ 120.99
			Statute of Limitations	6/26/2013	\$ 108.57
			Statute of Limitations	9/9/2014	\$ 88.17
			Statute of Limitations	5/27/2011	\$ 353.70
			Statute of Limitations	10/2/2014	\$ 79.57
			Statute of Limitations	1/15/2013	\$ 421.85
Statute of Limitations	8/29/2014	\$ 101.92			

Statute of Limitations	12/15/2014	\$	330.05
Statute of Limitations	9/23/2014	\$	83.53
Statute of Limitations	8/19/2014	\$	150.15
Statute of Limitations	10/31/2013	\$	141.13
Statute of Limitations	7/21/2014	\$	198.97
Statute of Limitations	10/23/2014	\$	536.99
Statute of Limitations	8/13/2014	\$	337.39
Statute of Limitations	11/27/2013	\$	357.38
Statute of Limitations	8/26/2014	\$	145.30
Statute of Limitations	3/3/2014	\$	67.99
Statute of Limitations	8/29/2014	\$	195.85
Statute of Limitations	5/16/2012	\$	41.04
Statute of Limitations	9/13/2012	\$	501.06
Statute of Limitations	9/5/2014	\$	214.06
Statute of Limitations	7/17/2014	\$	117.18
Statute of Limitations	11/5/2014	\$	176.56
Statute of Limitations	10/6/2014	\$	183.41
Statute of Limitations	9/2/2014	\$	334.46
Statute of Limitations	11/9/2012	\$	168.53

	Statute of Limitations	10/10/2014	\$	165.60
	Statute of Limitations	3/4/2013	\$	802.83
	Statute of Limitations	10/15/2014	\$	122.52
	Statute of Limitations	6/7/2013	\$	82.52
	Statute of Limitations	11/21/2014	\$	131.92
	Statute of Limitations	6/30/2014	\$	210.26
	Statute of Limitations	5/1/2013	\$	125.58
	Statute of Limitations	8/24/2011	\$	101.44
	Statute of Limitations	5/13/2014	\$	307.67
	Statute of Limitations	7/18/2014	\$	264.96
	Statute of Limitations	3/4/2015	\$	280.63
	Statute of Limitations	5/30/2014	\$	177.35
	Statute of Limitations	9/29/2014	\$	165.65
			Total- Write off	\$ 11,277.72
Deceased, Statute of Limitations, Bankruptcy				



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2021

AGENDA ITEM: Consider a motion to confirm filling the Accounting Technician-Payroll/Benefits position with the preferred applicant, Ms. Jean Key.

PREPARED BY: Christine Flannigan

BACKGROUND:

This internal posting is a part of our organizational restructuring process.

RECOMMENDATION:

Consider a motion to confirm filling the Accounting Technician-Payroll/Benefits position with the preferred applicant, Ms. Jean Key.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2021

AGENDA ITEM: Consider a motion to confirm filling the Purchasing Clerk position with the preferred applicant, Mr. Gary Stoltz.

PREPARED BY: Christine Flannigan

BACKGROUND:

This internal posting is a part of our organizational restructuring process.

RECOMMENDATION:

Consider a motion to confirm filling the Purchasing Clerk position with the preferred applicant, Mr. Gary Stoltz.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2021

AGENDA ITEM: Consider a motion to declare a vacancy exists for a Customer Service Representative position, and authorize the internal posting and external advertising, if needed.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

On September 13, 2021, Kathryn Wohlrabe, Customer Service Representative, submitted her retirement notification effective September 24, 2021. We wish her well in her retirement.

I am recommending the commission declare a vacancy exists for a Customer Service Representative position, and authorize the internal posting and external advertising, if needed.

RECOMMENDATION:

Consider a motion to declare a vacancy exists for a Customer Service Representative position, and authorize the internal posting and external advertising, if needed.

NOTICE TO EMPLOYEES
OF THE PUBLIC UTILITIES COMMISSION
CITY OF GRAND RAPIDS, MINNESOTA

NOTICE OF VACANCY

DATE POSTED: September 16, 2021

POSITION: **Customer Service Representative**

DEPARTMENT: Business Services

ACCOUNTABLE TO: Business Services Manager

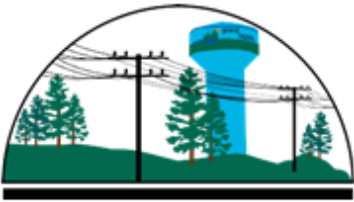
RATE: Final Rate is \$26.77. See Article 17, Section 4 of the 2021-2023 labor agreement for the wage progression table.

QUALIFICATIONS: See attached position description.
Applicant's qualifications may be subject to verification and testing.

If you are interested in posting for this position, please submit a brief letter of application and a statement of your qualifications to Julie Kennedy, General Manager, no later than the date posting closes.

DATE POSTING CLOSES: September 23, 2021 at 4:30 PM

Posted in accordance with Local 3456, AFSCME, and the Public Utilities Commission Collective Bargaining Agreement dated January 1, 2021 to December 31, 2023, Article 8, Section 1, Vacancies and Promotions.



**GRAND RAPIDS
PUBLIC UTILITIES**

Service is Our Nature

500 SE Fourth Street • Grand Rapids, Minnesota 55744

POSITION TITLE: Customer Service Representative
DEPARTMENT: Business Services
FLSA STATUS: Non-Exempt
DATE: October 2020
ACCOUNTABLE TO: Business Services Manager

Primary Objective of Position

This position is responsible for performing a full range of communication, clerical, and administrative work functions under general supervision in order to provide customer service and maintain timely and accurate customer records of the Utility's financial systems.

Major Areas of Accountability or Job Duties:

Provide reception services, listen to customers' questions and concerns, and provide answers and/or information in a professional, courteous manner.

Process meter reading data in order to prepare and process utility bills and receive and process utility payments and other revenue payments.

Assist customers with payment plans and financial assistance information. Prepare and send customer notices of non-payment and process disconnection of service according to regulations.

Maintain customer account files, including processing requests for new customer applications and changes to utility service, and scheduling site appointments for Utility service representatives.

Assist in the maintenance of accurate records and reconciliation of general ledger accounts and prepare tabulations, memoranda, letters, and reports as required.

Exhibit personal responsibility for quality of work by diligently attending to details, performing tasks with minimal errors, and independently checking work to ensure accuracy and completeness.

Provide exceptional service to customers, fellow employees, and contractors and make decisions that are always in the best interest of the Utility and its customers.

Make appropriate job decisions following standard policies and procedures.

Document procedures used to complete tasks, identify potentially more effective methods of work operation, and cross-train as required.

Understand and comply with all workplace safety practices.

Additional duties as deemed necessary by supervision, which are of an equal or lesser nature, based on the job's qualifications.

Minimum Qualifications:

Associate's degree in Accounting or business related field and two years of general accounting experience, or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.

Valid Minnesota Class D driver's license, or have the ability to obtain one prior to employment, and a satisfactory driving record.

Aptitude for handling customer inquiries and complaints in a courteous and professional manner, including excellent listening skills and an empathetic voice and manner.

Strong interpersonal skills including tact, diplomacy, and flexibility in order to work well with others in a team environment and maintain a pleasant demeanor while working in a fast-paced setting.

Ability to communicate effectively verbally and in writing, including phone conversations, in-person discussions, emails and reports for exchange of information, office reception, and customer service.

Ability to complete assignments with attention to detail and high degree of accuracy, including 10- key skills and arithmetic computations. Applicant will be required to complete a general aptitude test related to analytical and written communication skills.

Ability to demonstrate proficiency in computer software applications, specifically Microsoft Office and internet applications. Applicant will be required to complete a computer skills assessment.

Strong sense of honesty, integrity, and credibility.

Availability to work the Utility's normal office hours throughout the regular workweek.

Preferred Qualifications:

Experience in the use of computerized financial systems such as utility billing, general ledger, accounts payable, payroll, inventory, work orders, and other systems applicable to the operation of a utility.

Tools and Equipment Used:

Computers and related software, calculator, 10-key, telephone, copy machine, fax machine, large printers, and mailing and postage machines.

Physical Demands / Work Environment:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations will be made to enable individuals with disabilities to perform the essential job functions.

While performing the duties of this job, the employee is frequently required to walk, sit, talk, and hear. The employee is frequently required to use hands to handle objects, tools, or controls and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, or crawl.

The employee must occasionally move up to 25 pounds. Specific vision abilities required by this job include close vision, peripheral vision, color vision, depth perception, and the ability to adjust focus.

The noise level in the work environment is usually moderately quiet.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is similar or related to, or a logical extension of the position.

This job description does not constitute an employment contract between the employer and employee. This job description is subject to change by the employer as the needs of the employer and requirements of the job change.

Commission Approved Date: October 13, 2020



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2021

AGENDA ITEM: Consider a motion to ratify the procurement contract with Ferguson for a Rigid Pipe Threader for \$4,303.64.

PREPARED BY: Steve Mattson

BACKGROUND:

This purchase is part of the approved Electric and Wastewater Department Tool Budget. Procurement Policy G.030 was followed and two quotes are on file.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Ferguson for a Rigid Pipe Threader for \$4,303.64.

**PROCUREMENT CONTRACT
(Short Form)**

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and FERGUSON ENTERPRISES, a [**Contractor Entity Type and Home Jurisdiction**], located at 26377 Industrial Blvd., Cohasset, MN, 55721 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotations from contractors for Pipe Threading Machine (“**Solicitation**”);

B. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

C. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is September 1, 2021. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

1.1 November 1, 2021.

1.2 All of Contractor’s obligations have been satisfactorily fulfilled.

1.3 GRPUC may cancel this Contract at any time, with or without cause, upon ten (10) days’ written notice to the Contractor.

1.4 GRPUC may terminate this Contract immediately in the event of a breach by Contractor.

1.5 The Parties may terminate this Contract at any time by mutual written agreement.

Upon receipt of any notice of termination Contractor shall immediately stop performance to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination. Upon termination of this Contract, or earlier upon GRPUC’s request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any confidential information or work product information or make such other disposition thereof as GRPUC may direct in writing.

2. Contractor's Duties

2.1 The Contractor shall:

Furnish a Pipe Threading Machine – bolt ¼ inch to 2 inches for nominal pipe sizes 1/8 inch to 2 inches.

(The services (if any) to be provided by Contractor to GRPUC are referred to as the “**Services.**” The goods (if any) to be provided by Contractor to GRPUC are referred to as the “**Goods.**”). Contractor’s precise duties, specifications, deliverables, and completion dates related to the Goods and Services are more specifically described in **Exhibit B.**

2.2 GRPUC may make changes to the general scope of Goods and Services by written or oral notice to Contractor. If such changes affect the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. GRPUC and Contractor may agree to additional Services or Goods by written amendment to this Contract.

2.3 Contractor agrees that all Goods and Services shall be provided, and all of Contractor’s obligations performed, in accordance with all applicable laws and other legal requirements without extra charge or expense. Contractor will be responsible for a violation of any such legal requirements and will indemnify, defend, and hold harmless GRPUC from and against any expense or cost incurred by reason of any such violation by Contractor.

2.4 Contractor warrants and represents that the Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor’s profession currently working under similar conditions. All Goods and Services not conforming to this standard will be considered defective and Contractor shall, at no cost to GRPUC, promptly and satisfactorily correct all such defective Goods and Services. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of legal requirements.

2.5 Contractor shall be responsible for all its employees, agents, subcontractors, and invitees and their health and safety. Contractor shall ensure that all persons who perform the Services or produce or deliver the Goods are professionally competent and properly qualified and will remove any person GRPUC deems incompetent, careless, or otherwise objectionable.

2.6 Contractor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Contractor, and for payment of all sales, use, or other taxes of whatever nature levied or assessed against GRPUC arising out of the furnishing of the Services or production or delivery of the Goods, and will indemnify, defend, and hold harmless GRPUC from any such liability.

2.7 Contractor warrants that at the time GRPUC accepts the Goods: (A) Contractor has good title to the Goods, free and clear of any lien, security interest, or other encumbrance (“**Encumbrance**”), and (B) the Goods are in good condition and are adequate for the uses to which they are being put. Contractor shall execute and deliver such additional documents and take such further actions as may be necessary to transfer Contractor’s right, title and interest

in the Goods to GRPUC, free and clear of any Encumbrances. Contractor has all risk of loss until GRPUC accepts the Goods

3. Consideration and Payment

3.1 Consideration. GRPUC will pay for performance by the Contractor under this Contract as follows:

3.1.1 Compensation. The Contractor will be paid Four Thousand Three Hundred three Dollars and Sixty-four Cents (\$4,303.64) in accordance with **Exhibit C**.

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Four Thousand Three Hundred Three Dollars and Sixty-four Cents (\$4,303.64).

3.2 Payment.

3.2.1 Invoices. GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice that complies with **Exhibit C**. GRPUC may pay the Contractor in advance in its sole discretion. Payment will only be made for Goods received or Services actually performed that have been accepted by GRPUC.

3.2.2 Retainage. No more than ninety percent (90%) of the amount due under this Contract may be paid until Contractor has performed all of its obligations under this Contract to GRPUC's satisfaction.

4. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson, Water and Wastewater Manager, at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744, and the following telephone number: 218-326-7195, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Todd Davdison at the following business address: Cohasset, MN location, and the following telephone number: or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

5. **Indemnification.** Contractor will indemnify, defend, and hold harmless GRPUC, its agents, and employees, in relation to any expenses, damages, claims or causes of action, including reasonable attorney's fees, to the extent caused by any negligent or wrongful act, error or omission, breach of contract, or infringement of any intellectual property right by Contractor, any third party that Contractor has a business relationship with, or any of Contractor's agents or employees.

6. **Subcontracting.** Contractor may not subcontract all or any portion of this Contract without GRPUC's prior written consent, which GRPUC may grant or withhold in its sole discretion. If an approved subcontractor is determined to be performing unsatisfactorily by GRPUC, Contractor will ensure that the subcontractor is no longer used for this Contract. The provisions of the Contract shall apply with equal force and effect to all approved subcontractors and no subcontract will terminate the primary responsibility of Contractor hereunder. Contractor will pay all subcontractors in accordance with applicable law and the agreement between Contractor and the subcontractor.

7. **Ownership.** Contractor agrees that all legal right, title, and interest to intellectual property, data, documents, photographs, drawings, analyses, graphs, reports, physical property or other subject matter ("**GRPUC Property**") prepared, delivered, procured, or produced in relation to Contractor's obligations under this Contract shall vest in GRPUC. Contractor will perform all acts necessary to ensure that all GRPUC Property is the sole property of GRPUC, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the GRPUC Property.

8. **GRPUC Audits.** The Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by GRPUC for six (6) years from the expiration or termination of this Contract. After reasonable notice, Contractor shall make such books, records, documents, and accounting procedures and practices available to GRPUC for its examination and audit.

9. **Miscellaneous.**

9.1 **General.** No provision of this Contract may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by all the Parties. No waiver by a Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any Party which are not expressly set forth in this Contract. The validity, interpretation, construction and performance of this Contract shall be governed by the internal laws of Minnesota. If any provision of this Contract shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Contract shall not be affected thereby. This Contract shall be binding on, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Contractor may not assign Contractor's rights or obligations hereunder without the prior written consent of GRPUC. This Contract may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Contract in Portable Document Format (PDF) or by facsimile transmission shall be as effective as delivery of a manually executed original counterpart of this Contract. In the event a Party institutes any legal proceeding against another Party regarding this Contract, the prevailing Party is entitled to receive the costs incurred by such Party, including reasonable attorneys' fees. In performing its obligations under this Contract, Contractor and its employees and agents shall act in the capacity of independent contractors and not as an employee, partner, joint venturer, or agent of GRPUC. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe the

working rules, policies, and procedures of GRPUC, including, but not limited to, its respectful workplace policy. The Parties must comply with the Minnesota Government Data Practices Act in relation to this Contract. Contractor certifies that neither it nor its principals are presently debarred or suspended by any federal, state, or local government or agency or political subdivision thereof. Neither Party will publicize anything in relation to this Contract without the other Party's prior written consent. Contractor shall not use or disclose any confidential information it receives from GRPUC except as is necessary to perform under this Contract. The obligations of Contractor hereunder shall survive the expiration or earlier termination of this Contract. Each of the Parties shall take such further actions as may be reasonably required to carry out the provisions of this Contract.

9.2 Notices. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, email, fax, overnight courier, or United States mail (postage prepaid) addressed to the address set forth below. All periods of notice shall be measured from the date of delivery thereof if hand-delivered, from the date of sending thereof if sent by email or fax (effective upon confirmation of receipt), from the first day after the date of sending if sent by overnight courier, or from three (3) business days after the date of mailing if mailed. Any Party may change such Party's address for notices by notice given not less than ten (10) calendar days prior to the effective date of the change.

GRPUC
500 Se 4th St
Grand Rapids, MN
Email: _____
Fax: _____

Ferguson Plumbing Supply
26377 Industrial Blvd
Cohasset, MN
Todd.Davidson@ferguson.com
Fax: 218-328-9901

10. Exhibits

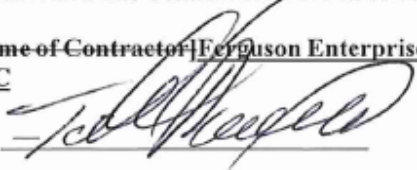
The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits (including any supplements), or between Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Insurance Requirements
- Exhibit B: Specifications, Duties, and Scope of Work
- Exhibit C: Price and Payment Schedule

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract effective as of the effective date set forth above.

~~{Name of Contractor}~~ Ferguson Enterprises, LLC

Grand Rapids Public Utilities Commission

By: 

By: _____

Print Name: TODD DAVIDSON

Print Name: _____

Title: BRANCH MANAGER

Title: _____

Exhibit A: Insurance Requirements

- 1 **Notice to Contractor and Insurer.** Contractor shall not commence work under the Contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Contractor shall maintain such insurance throughout the term of this Contract. GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements. All insurance policies must be open to inspection by GRPUC, and copies of policies must be submitted to GRPUC's Authorized Representative upon written request. The Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

- 2 **Additional Insurance Conditions.** The following apply to the Contractor and Contractor's subcontractor: Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC. Contractor agrees to notify GRPUC within five (5) business days of receipt of any insurance cancellation notice. Contractor is responsible for payment of Contract-related insurance premiums and deductibles. Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability. Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

- 3 **Coverages.** Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 - 3.1 **Commercial General Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence
 - \$1,500,000 – annual aggregate
 - \$1,500,000 – annual aggregate – applying to Products/Completed Operations

 - 3.2 **Commercial Automobile Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage
 The following coverages should be included: Owned, Hired, and Non-owned Automobile.

 - 3.3 **Workers' Compensation Insurance.** Contractor shall obtain and maintain for the duration of the Contract, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.

Exhibit B: Specifications, Duties, and Scope of Work

Pipe Threading Machine

R15682 PWR DRY COMP 115V 38RPM

Exhibit C: Price and Payment Schedule

Price for one Pipe Threading Machine R 15682 PWR DRV COMP 115V 38RPM total price of \$4,303.64 with no taxes or shipping costs.

Payment after receipt and acceptance of goods by Grand Rapids Public Utilities.

Payment 30 days after receipt of an uncontested invoice and acceptance of goods by Grand Rapids Public Utilities.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2021

AGENDA ITEM: Consider a motion to ratify the procurement contract with Trident Process for two Lightnin High Speed Mixers via the exchange program for \$60,264

PREPARED BY: Steve Mattson

BACKGROUND:

This is an approved capital project with a budget of \$125,000. \$0 has been spent to date. Procurement Policy G.030 was followed and this is a sole source purchase/replacement.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Trident Process for two Lightnin High Speed Mixers via the exchange program for \$60,264

PROCUREMENT CONTRACT
(Long Form)

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Trident Process, a [Contractor Entity Type and Home Jurisdiction], located at 329 10th Avenue SE, Cedar Rapids, IA 52401 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotations from contractors for 881 HS Speed Head of two gear boxes are damaged and need repairs. This is a single source purchase as only this contractor has the specialized trained team with skills and equipment to repair damaged gear boxes. (“**Solicitation**”);

B. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

C. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- 1.1 Effective date. The effective date of this Contract is September 15, 2021. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work.
- 1.2 Expiration date. The expiration date of this Contract is December 15, 2021, or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional three months until March 15, 2022, in increments as determined by GRPUC, through a duly executed amendment.

2. Contractor’s Duties

2.1 The Contractor shall:

Repair one 881 HS Speed Head through the exchange program. The nose bearing bore is broken. Replace the high-speed head and bevel pinion bearing housing. Replace all gear.

Repair one 881 HS Speed Head through the exchange program. The previous one bevel pinion bearings failed. Replace with all new gears, bearings, seals, shims, gaskets, new high-speed head and bevel pinion bearing housing.

(The services (if any) to be provided by Contractor to GRPUC are referred to as the “**Services.**” The goods (if any) to be provided by Contractor to GRPUC are referred to as the “**Goods.**”). Contractor’s precise duties, specifications, deliverables, and completion dates related to the Goods and Services are more specifically described in **Exhibit C.**

- 2.2 GRPUC may make changes to the general scope of Goods and Services (including but not limited to, suspension of performance, changes in time of performance, schedule, quantities, or specifications) by written notice, or by oral notice subsequently confirmed by GRPUC in writing within ten (10) days thereafter, to Contractor. If such changes affect the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. Contractor shall proceed with providing the Goods and Services as so changed, notwithstanding any dispute regarding such equitable adjustment. Any claim of such adjustment must be submitted to GRPUC in writing within thirty (30) days from the date the change is ordered, and Contractor shall not be entitled to any adjustment unless such written claim is so submitted.
- 2.3 GRPUC may from time to time, require additional Services or Goods from Contractor. Such additional Services or Goods, including the amount of compensation for such additional Services or Goods, mutually agreed upon by and between GRPUC and Contractor, shall be effective when incorporated by written amendment to this Contract. Additional Services or Goods shall not begin until the amendment is executed. Thereafter, such additional Services or Goods shall be subject to the terms of this Contract.
- 2.4 Contractor agrees that all Goods and Services shall be provided in accordance with all applicable laws, rules, regulations, ordinances, codes, and orders of all federal, state, and local governmental authorities, agencies, departments, or bureaus having jurisdiction and which affect the Goods or Services hereunder (“**Legal Requirements**”) without extra charge or expense. Contractor will be responsible for a violation of any such Legal Requirements arising out of the provision of Goods or Services by Contractor and will indemnify, defend, and hold harmless GRPUC from and against any fine or expense, including reasonable attorneys’ fees and disbursements, resulting to it by reason of any such violation by Contractor.
- 2.5 The Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor’s profession currently working under similar conditions. All Goods and Services not conforming to this standard will be considered defective and Contractor shall, at no cost to GRPUC, promptly and satisfactorily correct all such defective Goods and Services. All Services shall be performed and all Goods shall be produced and delivered to the satisfaction of GRPUC, and in accordance with the Legal Requirements. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of the Legal Requirements.
- 2.6 Contractor shall ensure that all persons who perform the Services or produce or deliver the Goods shall be professionally competent and properly qualified. If so requested by GRPUC, Contractor shall remove any person GRPUC deems incompetent, careless, or otherwise objectionable. At all times Contractor will be responsible for the acts, omissions,

work, materials, and equipment of its employees, subcontractors, and agents and any other person, directly or indirectly, employed by any of them.

- 2.7 Contractor shall cooperate fully with GRPUC, other GRPUC contractors, municipalities, local government officials, public utility companies, and others as may be directed by GRPUC. This shall include attendance at meetings, discussions, and hearings as may be requested by GRPUC, furnishing data as may be requested from time to time by GRPUC to effect such cooperation, and compliance with all directives issued by GRPUC.
- 2.8 Contractor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Contractor, and for payment of all sales, use, or other taxes of whatever nature levied or assessed against GRPUC arising out of the furnishing of the Services or production or delivery of the Goods, and will indemnify, defend, and hold harmless GRPUC from any such liability.
- 2.9 Contractor shall be responsible for the health and safety, and shall provide and maintain a safe working environment, for all its employees, agents, subcontractors, and invitees. Contractor shall adopt, supervise, and enforce reasonable and adequate safety requirements, including GRPUC's work safety rules and any safety plan or requirements which may be established by GRPUC, and shall at all times observe and comply fully with all Legal Requirements relating to health and safety.
- 2.10 Contractor is responsible for the handling and distribution of its own tools, equipment, and materials. Contractor shall confine its tools, equipment, and materials, and its operations, to areas directed by GRPUC. Contractor shall organize and coordinate, well in advance of the time required by this Contract, the procurement and delivery of all necessary materials, supplies, and equipment so that they will be available as needed for timely completion of the Goods and Services.
- 2.11 At the time GRPUC accepts the Goods from Contractor, Contractor shall sell, assign, transfer, convey and deliver to GRPUC, all of Contractor's right, title and interest in the Goods, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("**Encumbrance**"). Contractor shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be necessary to transfer Contractor's right, title and interest in the Goods to GRPUC, free and clear of any Encumbrances. Contractor has all risk of loss until GRPUC accepts the Goods.

3. Representations and Warranties

- 3.1 GRPUC is authorized to enter into this Contract.
- 3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of GRPUC.

3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

3.4 Contractor warrants that at the time GRPUC accepts the Goods: (A) Contractor has good title to the Goods, free and clear of Encumbrances, and (B) the Goods are in good condition and are adequate for the uses to which they are being put, and none of such Goods are in need of maintenance or repairs.

4. Time

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

5. Consideration and Payment

5.1 Consideration. GRPUC will pay for performance by the Contractor under this Contract as follows:

5.1.1 Compensation. The Contractor will be paid Thirty thousand one hundred thirty-two Dollars (\$30,132.00) for one 881 HS Speed Head and Thirty thousand one hundred thirty-two Dollars (\$30,132.00) for one 881 HS Speed Head in accordance with **Exhibit D**.

5.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Sixty Thousand two hundred sixty-four Dollars (\$60,264.00).

5.2 Payment.

5.2.1 Invoices. GRPUC will pay the Contractor after the Contractor presents an itemized invoice for the Services actually performed, and Goods actually delivered to GRPUC, in accordance with Section 1 of **Exhibit A**. Invoices must be submitted timely and according to the schedule set forth on **Exhibit D**.

5.2.2 Retainage. No more than ninety percent (90%) of the amount due under this Contract may be paid until Contractor has performed all of its obligations under this Contract to GRPUC's satisfaction.

6. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson, Manager of Water & Wastewater, at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744 and the following telephone number: 218-326-7195, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is [name and title] at the following business address: [address], and the following telephone number: [telephone number], or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

7. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits (including any supplements), or between Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Contract Terms
- Exhibit B: Insurance Terms
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Price and Payment Schedule

[The Signature Page Follows]

[Name of Contractor]

Grand Rapids Public Utilities Commission

By: Trident Process

By: _____

Print Name: Tracy Breonman

Print Name: _____

Title: Vice President

Title: _____

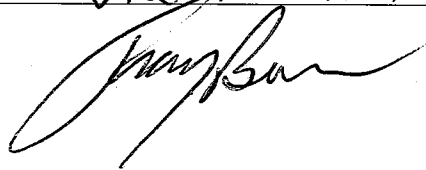


Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

- 1.1 Prompt Payment. GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice. Terms requesting payment in less than thirty (30) days will be changed to read “Net 30 days.” Notwithstanding the foregoing, GRPUC may pay the Contractor in advance in its sole discretion.

The payment for each invoice will only be made for Goods received or Services actually performed that have been accepted by GRPUC, and meet all terms, conditions, and specifications of the Contract.

- 1.2 Invoicing. The invoice must be in the same format as the sample invoice form approved as **Exhibit D, Supplement 1**, unless an alternative format is approved in writing by GRPUC’s Authorized Representative.

2. Termination.

- 2.1 Termination for Convenience. GRPUC may cancel this Contract at any time, with or without cause, upon thirty (30) days’ written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed and Goods satisfactorily produced and delivered.

- 2.2 Termination for Breach. GRPUC may terminate this Contract, with cause, upon thirty (30) days’ written notice to Contractor of the alleged breach and opportunity to cure. If after thirty (30) days, the alleged breach has not been remedied, GRPUC may immediately terminate the Contract.

- 2.3 Termination by Mutual Agreement. The Parties may terminate this Contract at any time by mutual written agreement.

- 2.4 Effect of Termination. Upon receipt of any notice of termination Contractor shall immediately stop performance of the Services and stop production and delivery of the Goods to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination.

- 2.5 Return of Information. Upon termination of this Contract, or earlier upon GRPUC’s request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any Confidential Information or work product information or make such other disposition thereof as GRPUC may direct in writing.

3. Force Majeure.

Neither Party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the Party unless the act or occurrence could have been reasonably foreseen and reasonable action

could have been taken to prevent the delay or failure to perform. A Party relying on this provision to excuse performance must provide the other Party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

4. Confidentiality.

In connection with Contractor's provision of the Goods and Services under this Contract ("**Purpose**") GRPUC may disclose to Contractor, or Contractor may otherwise receive access to, confidential or proprietary information of GRPUC ("**Confidential Information**"). Contractor shall use the Confidential Information solely for the Purpose and shall not disclose or permit access to Confidential Information other than to its employees, officers, and advisors (collectively, "**Representatives**") who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Contract; and (c) agree to be bound by the confidentiality terms contained herein. Contractor shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Contractor shall promptly notify GRPUC of any unauthorized use or disclosure of Confidential Information and cooperate with GRPUC to prevent further use or disclosure. Contractor will be responsible for any breach of this paragraph caused by its Representatives. If Contractor is required by law or court order to disclose Confidential Information, Contractor shall provide GRPUC with prompt written notice thereof, so that GRPUC may seek a protective order or other appropriate remedy, as well as notice of the terms and circumstances surrounding such request or requirement. Contractor and its Representatives will use reasonable efforts to obtain and will not oppose action by GRPUC to obtain such protective order or other appropriate remedy. If such protective order or other remedy is not obtained, then Contractor will furnish only that portion of the Confidential Information which Contractor is advised by Contractor's legal counsel is legally required and will exercise all reasonable efforts to obtain assurance that confidential treatment, if available, will be accorded such Confidential Information. This Section 4 is subject to any limitations or obligations imposed by the Minnesota Government Data Practices Act ("**MGDPA**").

5. Indemnification.

5.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless GRPUC, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by GRPUC, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

"**Indemnifying Party**" is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, and Contractor's agents and employees, to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of GRPUC's sole negligence. This clause will not be construed to bar any legal remedies the

Indemnifying Party may have for GRPUC's failure to fulfill its obligation under this Contract.

5.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of GRPUC to indemnify, defend, hold harmless or release an Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

6. Subcontracting and Subcontractor Payment.

6.1 Subcontracting. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by GRPUC can be used for this Contract.

After the effective date of the Contract, the Contractor shall not, without prior written approval of GRPUC, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by GRPUC, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by GRPUC, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performance of the obligations contemplated by the Contract.

6.2 Subcontractor Payment. Contractor must pay any subcontractor within ten (10) days of Contractor's receipt of payment from GRPUC for undisputed services provided by the subcontractor. Contractor must pay interest of 1-1/2 percent (1.5%) per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. So long as it does not conflict with this Contract, subcontractor payments will be set forth in the agreement between Contractor and the subcontractor.

7. Government Data Practices.

The Contractor and GRPUC must comply with the MGDPA, as it applies to all data provided by GRPUC under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the MGDPA, by either the Contractor or GRPUC.

Stat. § 13.08 apply to the release of the data governed by the MGDPA, by either the Contractor or GRPUC.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with GRPUC's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

8. GRPUC Audits.

The Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by GRPUC for six (6) years from the expiration or termination of this Contract. After reasonable notice, Contractor shall make such books, records, documents, and accounting procedures and practices available to GRPUC for its examination and audit.

9. Publicity and Endorsement.

9.1 Publicity. Any publicity regarding the subject matter of this Contract must identify GRPUC as the sponsoring agency and must not be released without prior written approval from GRPUC's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the Goods or Services provided resulting from this Contract.

9.2 Endorsement. The Contractor must not claim that GRPUC endorses its products or services.

10. Debarment by the State, its Departments, Commissions, Agencies, or Political Subdivisions.

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, state, or any of the state's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to GRPUC's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

11. Equal Employment, Nondiscrimination, and Affirmative Action.

In connection with the work under this Contract, Contractor agrees to comply with the applicable Legal Requirements related to equal employment opportunity, nondiscrimination, affirmative action, and nonretaliation.

12.2 Independent Contractor. It is understood and agreed that in providing the Goods and Services hereunder, Contractor shall act in the capacity of an independent contractor and not as an employee, partner, joint venturer, or agent of GRPUC. Contractor agrees that unless otherwise instructed in writing it shall not represent itself as the agent or legal representative of GRPUC for any purpose whatsoever. Contractor shall be solely responsible for the remuneration of and the payment of any and all taxes with respect to its employees and contractors and any claims with respect thereto and shall be solely responsible for the withholding and payment of all federal, state, and local income taxes as well as all FICA and FUTA taxes applicable to it, its employees, and its contractors. Contractor acknowledges that as an independent contractor, neither it nor any of its employees or contractors shall be eligible for any GRPUC employee benefits, including, but not limited to, vacation, sick, medical or dental insurance, or pension benefits.

12.3 Further Assurances. Each of the Parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Contract and give effect to the transactions contemplated by this Contract.

12.4 Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Itasca County, Minnesota.

12.5 Notices. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, email, fax, overnight courier, or United States mail (postage prepaid) addressed to the address set forth below. All periods of notice shall be measured from the date of delivery thereof if hand-delivered, from the date of sending thereof if sent by email or fax (effective upon confirmation of receipt), from the first day after the date of sending if sent by overnight courier, or from three (3) business days after the date of mailing if mailed. Any Party may change such Party’s address for notices by notice given not less than ten (10) calendar days prior to the effective date of the change.

[Complete with relevant contact information for Contractor and GRPUC]

GRPUC Address: _____ _____ Attn: _____ Email: _____ Fax: _____	Contractor Address: _____ _____ Attn: _____ Email: _____ Fax: _____
---	--

12.6 Entire Agreement. This Contract (including any exhibits) represents the only agreement between the Parties concerning the subject matter hereof and supersedes all other prior agreements whether written or oral, relating thereto.

tcbridge@grpuc.org

12.6 Entire Agreement. This Contract (including any exhibits) represents the only agreement between the Parties concerning the subject matter hereof and supersedes all other prior agreements whether written or oral, relating thereto.

12.7 Modification and Waiver. No purported amendment, modification, or waiver of any provision hereof shall be binding unless set forth in a written document signed by all Parties (in the case of amendments or modifications) or by a Party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

12.8 Severability. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never constituted a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this Contract a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

12.9 Binding Effect; Assignment. This Contract shall be binding on the Parties and on their respective heirs, devisees, representatives, successors, and assigns. Contractor shall not assign, sublet, or subcontract the Goods or Services or any portion thereof without the prior written consent of GRPUC. Such consent shall not relieve Contractor of its obligations or liabilities under the Contract.

12.10 Counterparts; Electronic Signatures. This Contract may be executed in separate counterparts with the same effect as if all signatures were on the same Contract. For purposes of this Contract, a telecopy, electronic, or facsimile Contract and signature shall be deemed as, and shall serve as, an original Contract and signature.

12.11 Attorneys' Fees. In the event of any litigation between the Parties hereto with respect to this Contract, the prevailing party (the party entitled to recover the costs of suit, at such time as all appeals have been exhausted or the time for taking such appeals has expired) shall be entitled to recover reasonable attorneys' fees in addition to such other relief as the court may award.

12.12 Survival. The obligations of Contractor hereunder, including, without limitation, obligations concerning indemnity, warranties, confidentiality, intellectual property and defense of GRPUC, shall survive the expiration or earlier termination of this agreement.

Exhibit B: Insurance Requirements

1. Notice to Contractor.

- 1.1 The Contractor is required to submit Certificates of Insurance acceptable to GRPUC as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2 Contractor shall not commence work under the contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract
- 1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify GRPUC of the cancellation of policies required under this Contract shall not constitute a waiver by GRPUC to the Contractor to provide such insurance.
- 1.4 GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by GRPUC, and copies of policies must be submitted to GRPUC's Authorized Representative upon written request.

2 Notice to Insurer.

The Contractor's insurance company(ies) waives its right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

3 Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:

- 3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC with respect to any claim arising out of Contractor's performance under this Contract.
- 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify GRPUC within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to GRPUC.
- 3.3 Contractor is responsible for payment of Contract-related insurance premiums and deductibles.
- 3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached.

3.5 Contractor’s policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.

3.6 Contractor’s insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor’s policy limits to satisfy the full policy limits required by the Contract.

4 Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

4.1 Commercial General Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

- \$1,500,000 – per occurrence
- \$1,500,000– annual aggregate
- \$1,500,000– annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list _____
- **GRPUC must be named as an Additional Insured,** to the extent permitted by law

4.2 Commercial Automobile Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Contract, and in case any work is subcontracted the Contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

\$1,500,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

- 4.3 **Workers' Compensation Insurance.** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with applicable Legal Requirements, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the state, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the Contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide GRPUC with a certificate of insurance.

- 4.4 **Property of Others Insurance (or equivalent).** The Contractor shall maintain a property insurance policy covering "All Risk" of direct physical loss or damage, or equivalent, including the perils of theft, flood, transit, earthquake, and pollution clean-up expense for property owned by GRPUC that is in the Contractor's care, custody, and control. Any deductible shall be the sole responsibility of the Contractor. Insurance **minimum** limits are as follows: The Contractor is solely responsible for the coverage equal to that of the actual cash value of GRPUC-owned property in the Contractor's care, custody, and control at any given point in time.

Exhibit C: Specifications, Duties, and Scope of Work

One 881 HS Speed Head

Received the high-speed head only. After a complete inspection the following was found. The bevel pinion bearings failed. This caused damage to the bevel pinion bearing housing and possibly caused the gear failure. The high-speed head has two bearing bores oversize, do two bearings spinning, the bevel gear set, and low speed pinion are both worn and pitting.

Repair Recommendations - Recommend the following. Due to the damage to the high-speed head bearing bores, the bevel pinion bearing cage, and the gears the cost of the repair exceeds using the exchange reducer program. **Repair using an exchange high speed head.** This consists of all new gears, bearings, seals, shims, gaskets, new high-speed head and bevel pinion bearing housing.

10 Week lead time

One Exchange Head 881 Head Ratio 25.79

One 881 HS Speed Head

Received only the high-speed head. After a complete inspection the following was found. The high-speed head nose bearing bore has broken out. The bevel pinion bearing housing bearing bore is out of tolerance it is oversized. The bevel gear set has large pits and the low-speed pinion show signs of wear and micro pitting.

Recommend the following to repair. Need to replace the high-speed head and bevel pinion bearing housing. Also recommend replacing all gears due to pitting. Will also replace all bearings, seals, shims, and gaskets. Since we must replace the high-speed head bevel pinion bearing housing and all the gears the repair cost exceeds the price of an exchange head. **Recommend repairing this unit using the exchange reducer program.**

10 Week lead time

One Exchange Head 881 Ratio 25.79

Exhibit D: Price and Payment Schedule

Price for one 881 HS Speed Head \$30,132.00 and price for one 881 HS Speed Head \$30,132.00 for a total price of \$60,264.00 plus actual shipping not to exceed \$2,000.00

Payment after receipt and acceptance of goods by Grand Rapids Public Utilities.

Payment 30 days after receipt of an uncontested invoice and acceptance of goods by Grand Rapids Public Utilities.

Exhibit D, Supplement 1
Sample Invoice

Attached is a sample invoice [Add sample invoice as part of Exhibit D, Supplement 1.].

Contractor is required to use the sample invoice for all transactions under this Contract. Contractor may not materially change the sample invoice unless the change has been approved in writing by GRPUC's Authorized Representative. Contractor may not modify the sample invoice to provide less detail regarding purchases under this Contract. Contractor hereby waives the right to enforce any term in the sample invoice which contradicts or modifies any term of the Contract that may result, including subsequent amendments to the Contract.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2021

AGENDA ITEM: Consider a motion to ratify the procurement contract with Quality Flow Systems for a 5 Hp KSB pump for \$6,880.

PREPARED BY: Steve Mattson

BACKGROUND:

This is part of the approved Lift Station Pumps capital project with a budget of \$26,323. \$0 has been used so far. Procurement Policy G.030 was followed and two quotes are on file

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Quality Flow Systems for a 5 Hp KSB pump for \$6,880.

**PROCUREMENT CONTRACT
(Short Form)**

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Quality Flow Systems, a [**Contractor Entity Type and Home Jurisdiction**], located at 800 6th Street NW, New Prague, MN, 56071 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotations from contractors for 5 HP KSB pump (KRT-F80) for lift station 4. (“**Solicitation**”);

B. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

C. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is September 1, 2021. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

1.1 December 1, 2021.

1.2 All of Contractor’s obligations have been satisfactorily fulfilled.

1.3 GRPUC may cancel this Contract at any time, with or without cause, upon ten (10) days’ written notice to the Contractor.

1.4 GRPUC may terminate this Contract immediately in the event of a breach by Contractor.

1.5 The Parties may terminate this Contract at any time by mutual written agreement.

Upon receipt of any notice of termination Contractor shall immediately stop performance to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination. Upon termination of this Contract, or earlier upon GRPUC’s request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any confidential information or work product information or make such other disposition thereof as GRPUC may direct in writing.

2. Contractor's Duties

2.1 The Contractor shall:

Furnish a 5 HP KSB Pump Serial #883218 KRT-F 80 34/XG

(The services (if any) to be provided by Contractor to GRPUC are referred to as the "**Services.**" The goods (if any) to be provided by Contractor to GRPUC are referred to as the "**Goods.**") Contractor's precise duties, specifications, deliverables, and completion dates related to the Goods and Services are more specifically described in **Exhibit B.**

2.2 GRPUC may make changes to the general scope of Goods and Services by written or oral notice to Contractor. If such changes affect the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. GRPUC and Contractor may agree to additional Services or Goods by written amendment to this Contract.

2.3 Contractor agrees that all Goods and Services shall be provided, and all of Contractor's obligations performed, in accordance with all applicable laws and other legal requirements without extra charge or expense. Contractor will be responsible for a violation of any such legal requirements and will indemnify, defend, and hold harmless GRPUC from and against any expense or cost incurred by reason of any such violation by Contractor.

2.4 Contractor warrants and represents that the Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor's profession currently working under similar conditions. All Goods and Services not conforming to this standard will be considered defective and Contractor shall, at no cost to GRPUC, promptly and satisfactorily correct all such defective Goods and Services. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of legal requirements.

2.5 Contractor shall be responsible for all its employees, agents, subcontractors, and invitees and their health and safety. Contractor shall ensure that all persons who perform the Services or produce or deliver the Goods are professionally competent and properly qualified and will remove any person GRPUC deems incompetent, careless, or otherwise objectionable.

2.6 Contractor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Contractor, and for payment of all sales, use, or other taxes of whatever nature levied or assessed against GRPUC arising out of the furnishing of the Services or production or delivery of the Goods, and will indemnify, defend, and hold harmless GRPUC from any such liability.

2.7 Contractor warrants that at the time GRPUC accepts the Goods: (A) Contractor has good title to the Goods, free and clear of any lien, security interest, or other encumbrance ("**Encumbrance**"), and (B) the Goods are in good condition and are adequate for the uses to which they are being put. Contractor shall execute and deliver such additional documents and take such further actions as may be necessary to transfer Contractor's right, title and interest

in the Goods to GRPUC, free and clear of any Encumbrances. Contractor has all risk of loss until GRPUC accepts the Goods.]

3. Consideration and Payment

3.1 Consideration. GRPUC will pay for performance by the Contractor under this Contract as follows:

Compensation. The Contractor will be paid Six Thousand Eight Hundred Eighty Dollars (\$6,880.00) in accordance with **Exhibit C**.

3.1.1 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Six Thousand Eight Hundred Eighty Dollars (\$6,880.00).

3.2 Payment.

3.2.1 Invoices. GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice that complies with **Exhibit C**. GRPUC may pay the Contractor in advance in its sole discretion. Payment will only be made for Goods received or Services actually performed that have been accepted by GRPUC.

3.2.2 Retainage. No more than ninety percent (90%) of the amount due under this Contract may be paid until Contractor has performed all of its obligations under this Contract to GRPUC's satisfaction.

4. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson, Water and Wastewater Manager at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744, and the following telephone number: 218-326-7195 or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is [name and title] at the following business address: [address], and the following telephone number: [telephone number], or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

5. **Indemnification.** Contractor will indemnify, defend, and hold harmless GRPUC, its agents, and employees, in relation to any expenses, damages, claims or causes of action, including reasonable attorney's fees, to the extent caused by any negligent or wrongful act, error or omission, breach of contract, or infringement of any intellectual property right by Contractor, any third party that Contractor has a business relationship with, or any of Contractor's agents or employees.

6. **Subcontracting.** Contractor may not subcontract all or any portion of this Contract without GRPUC's prior written consent, which GRPUC may grant or withhold in its sole discretion. If an approved subcontractor is determined to be performing unsatisfactorily by GRPUC, Contractor will ensure that the subcontractor is no longer used for this Contract. The provisions of the Contract shall apply with equal force and effect to all approved subcontractors and no subcontract will terminate the primary responsibility of Contractor hereunder. Contractor will pay all subcontractors in accordance with applicable law and the agreement between Contractor and the subcontractor.

7. **Ownership.** Contractor agrees that all legal right, title, and interest to intellectual property, data, documents, photographs, drawings, analyses, graphs, reports, physical property or other subject matter ("**GRPUC Property**") prepared, delivered, procured, or produced in relation to Contractor's obligations under this Contract shall vest in GRPUC. Contractor will perform all acts necessary to ensure that all GRPUC Property is the sole property of GRPUC, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the GRPUC Property.

8. **GRPUC Audits.** The Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by GRPUC for six (6) years from the expiration or termination of this Contract. After reasonable notice, Contractor shall make such books, records, documents, and accounting procedures and practices available to GRPUC for its examination and audit.

9. **Miscellaneous.**

9.1 **General.** No provision of this Contract may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by all the Parties. No waiver by a Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any Party which are not expressly set forth in this Contract. The validity, interpretation, construction and performance of this Contract shall be governed by the internal laws of Minnesota. If any provision of this Contract shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Contract shall not be affected thereby. This Contract shall be binding on, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Contractor may not assign Contractor's rights or obligations hereunder without the prior written consent of GRPUC. This Contract may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Contract in Portable Document Format (PDF) or by facsimile transmission shall be as effective as delivery of a manually executed original counterpart of this Contract. In the event a Party institutes any legal proceeding against another Party regarding this Contract, the prevailing Party is entitled to receive the costs incurred by such Party, including reasonable attorneys' fees. In performing its obligations under this Contract, Contractor and its employees and agents shall act in the capacity of independent contractors and not as an employee, partner, joint venturer, or agent of GRPUC. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe the

working rules, policies, and procedures of GRPUC, including, but not limited to, its respectful workplace policy. The Parties must comply with the Minnesota Government Data Practices Act in relation to this Contract. Contractor certifies that neither it nor its principals are presently debarred or suspended by any federal, state, or local government or agency or political subdivision thereof. Neither Party will publicize anything in relation to this Contract without the other Party's prior written consent. Contractor shall not use or disclose any confidential information it receives from GRPUC except as is necessary to perform under this Contract. The obligations of Contractor hereunder shall survive the expiration or earlier termination of this Contract. Each of the Parties shall take such further actions as may be reasonably required to carry out the provisions of this Contract.

9.2 Notices. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, email, fax, overnight courier, or United States mail (postage prepaid) addressed to the address set forth below. All periods of notice shall be measured from the date of delivery thereof if hand-delivered, from the date of sending thereof if sent by email or fax (effective upon confirmation of receipt), from the first day after the date of sending if sent by overnight courier, or from three (3) business days after the date of mailing if mailed. Any Party may change such Party's address for notices by notice given not less than ten (10) calendar days prior to the effective date of the change.

[Complete with relevant contact information for Contractor and GRPUC]

GRPUC
500 SE 4th Street
Grand Rapids, MN 55744
Attn: Steve Mattson
Troy Bridge
Email: srmatton@grpuc.org
tcbridge@grpuc.org

Contractor QUALITY FLOW SYSTEMS, INC
Address: 800 6th ST. NW
NEU PRAGUE, MN 56071
Attn: KEVIN HUSON
Email: KEVIN@QFS.NET
Fax: 952-258-9661

10. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits (including any supplements), or between Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Insurance Requirements
- Exhibit B: Specifications, Duties, and Scope of Work
- Exhibit C: Price and Payment Schedule

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract effective as of the effective date set forth above.

Quality Flow Systems, Inc

[Name of Contractor]

By: 

Print Name: Kevin Hagan

Title: Vice President

Grand Rapids Public Utilities Commission

By: 

Print Name: Julie A. Kennedy

Title: General Manager

Exhibit A: Insurance Requirements

- 1 **Notice to Contractor and Insurer.** Contractor shall not commence work under the Contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Contractor shall maintain such insurance throughout the term of this Contract. GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements. All insurance policies must be open to inspection by GRPUC, and copies of policies must be submitted to GRPUC's Authorized Representative upon written request. The Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

- 2 **Additional Insurance Conditions.** The following apply to the Contractor and Contractor's subcontractor: Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC. Contractor agrees to notify GRPUC within five (5) business days of receipt of any insurance cancellation notice. Contractor is responsible for payment of Contract-related insurance premiums and deductibles. Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability. Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

- 3 **Coverages.** Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 - 3.1 **Commercial General Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence
 - \$1,500,000 – annual aggregate
 - \$1,500,000 – annual aggregate – applying to Products/Completed Operations

 - 3.2 **Commercial Automobile Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

The following coverages should be included: Owned, Hired, and Non-owned Automobile.

3.3 **Workers' Compensation Insurance.** Contractor shall obtain and maintain for the duration of the Contract, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.

3.4 **Property of Others Insurance (or equivalent).** The Contractor shall maintain a property insurance policy covering "All Risk" of direct physical loss or damage, or equivalent, including the perils of theft, flood, transit, earthquake, and pollution clean-up expense for property owned by GRPUC that is in the Contractor's care, custody, and control. Any deductible shall be the sole responsibility of the Contractor. Insurance **minimum** limits are as follows: The Contractor is solely responsible for the coverage equal to that of the actual cash value of GRPUC-owned property in the Contractor's care, custody, and control at any given point in time.

Exhibit B: Specifications, Duties, and Scope of Work

Station 4

5HP KSB pump Serial #883218 KRT-F 80 34/XG

DKN100 4-22

240V 3 Phase 1750 RPM Please order the following Rebuild Kit-wearings, bearings, etc. (See below)

50 foot cable for pump 956.41

Potting kit for cable comes as assembly

Impeller F190 320.00 each- Limited stock **Parts Only Rebuild Kit

Seals- 610

Bearing- 86.50

O-rings- 110.00

No wear rings on "F" pumps add on for freight

Miscellaneous

3-Barney flanges for 5 HP KSB pump to fit on Flyght rail system 4" Barney w/ gasket (Does not include adapter- 650.00 each 3 week lead time Adapter plate add on- 200 each

\$6880.00 Total

Exhibit C: Price and Payment Schedule

Price for one 5 HP KSB Pump Serial #883218 KRT-F 80 34/XG total price of \$6,880.00

Payment after receipt and acceptance of goods by Grand Rapids Public Utilities.

Payment 30 days after receipt of an uncontested invoice and acceptance of goods by Grand Rapids Public Utilities.



CERTIFICATE OF LIABILITY INSURANCE

DATE (M / D / Y) **Item 10.**
1/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Zimny Insurance Agency, Inc. 1103 Broadway Ste. 100 Alexandria, MN 56308. CONTACT NAME: Heather Carlson. PHONE (A/C, No, Ext): (320) 421-9113. FAX (A/C, No): (320) 762-5433. E-MAIL ADDRESS: heatherc@zimnyins.com. INSURER(S) AFFORDING COVERAGE: SECURA. NAIC #: 22543.

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR VVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes entries for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Grand Rapids Public Utilities
500 SE Fourth Street
Grand Rapids, MN 55744

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Signature of authorized representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/01/)	Item 10.
---------------	----------

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	<table style="width: 100%;"> <tr> <td colspan="2">CONTACT NAME: Jeanne Danmeier</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (952) 893-1933</td> <td>FAX (A/C, No): (952) 893-1819</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table> <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: XL Specialty Insurance Co.</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Jeanne Danmeier		PHONE (A/C, No, Ext): (952) 893-1933	FAX (A/C, No): (952) 893-1819	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Specialty Insurance Co.	37885	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME: Jeanne Danmeier																					
PHONE (A/C, No, Ext): (952) 893-1933	FAX (A/C, No): (952) 893-1819																				
E-MAIL ADDRESS:																					
INSURER(S) AFFORDING COVERAGE	NAIC #																				
INSURER A: XL Specialty Insurance Co.	37885																				
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Widsath Smith Nolting & Associates Inc. 216 South Main Street P. O. Box 458 Crookston MN 56716																					

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 1 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9954689	01/22/2021	01/22/2022	Each Claim/ \$3,000,000 Each Policy Year \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER Grand Rapids Public Utilities 500 SE Fourth Street Grand Rapids MN 55744	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2021

AGENDA ITEM: Consider a motion to ratify the professional services contract with Brown and Caldwell for \$20,000 (not to exceed).

PREPARED BY: Steve Mattson

BACKGROUND:

The scope of this work is to help assess the deferred cost of the GRPUC for landfilling municipal generated sludge along with industrial sludge. Procurement Policy G.030 was followed.

RECOMMENDATION:

Consider a motion to ratify the professional services contract with Brown and Caldwell for \$20,000 (not to exceed).

**PROCUREMENT
CONTRACT
(Short Form)**

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Brown and Caldwell, located at 30 7th Street East, Suite 2500, St. Paul, MN 55101-2201 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

- A. GRPUC has solicited and received quotations from contractors for scenario planning services associated with the major industrial customer of the utility. (“**Solicitation**”);
- B. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
- C. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is August 23, 2021. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

- 1.1 November 30, 2021.
- 1.2 All of Contractor’s obligations have been satisfactorily fulfilled.
- 1.3 GRPUC may cancel this Contract at any time, with or without cause, upon ten (10) days’ written notice to the Contractor.
- 1.4 GRPUC may terminate this Contract immediately in the event of a material breach by Contractor.
- 1.5 The Parties may terminate this Contract at any time by mutual written agreement.

Upon receipt of any notice of termination Contractor shall immediately stop performance to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination. Upon termination of this Contract, or earlier upon GRPUC’s request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any confidential information or work product information or make such other disposition thereof as GRPUC may direct in writing; provided, however, Contractor may retain copies of its work product (which will be subject to GRPUC’s ownership of same as stated in Section 7) and one (1) archival copy of any confidential information used in the performance of

work under this Contract.

2. Contractor's Duties

2.1 The Contractor shall:

Anticipated tasks to complete the review include the following:

1. Prepare and provide Request for Information (RFI).
2. Review WWTF design documents and operations data. Review existing operations associated with landfilling solids from the WWTF.
3. Estimate GRPUC avoided cost for solids treatment based on the SIU paying 100% of landfill costs while a portion of the WAS is from domestic waste.
4. Present alternative operation scenarios and estimated costs to continue solids management and disposal if SIU is shut down. Costs for operations scenarios "concept-level" estimates. Information will be provided in a PowerPoint presentation and technical memorandum format.

(The services (if any) to be provided by Contractor to GRPUC are referred to as the "**Services.**") The goods (if any) to be provided by Contractor to GRPUC are referred to as the "**Goods.**"). Contractor's precise duties, specifications, deliverables, and completion dates related to the Goods and Services are more specifically described in **Exhibit B**.

2.2 GRPUC may make changes to the general scope of Goods and Services by written or oral notice to Contractor. If such changes affect the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. GRPUC and Contractor may agree to additional Services or Goods by written amendment to this Contract.

2.3 Contractor agrees that all Goods and Services shall be provided, and all of Contractor's obligations performed, in accordance with all applicable laws and other legal requirements without extra charge or expense. Contractor will be responsible for a violation of any such legal requirements and will indemnify, defend, and hold harmless GRPUC from and against any expense or cost incurred by reason of any such violation by Contractor.

2.4 Contractor warrants and represents that the Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor's profession currently working under similar conditions. All Goods and Services not conforming to this standard will be considered defective and Contractor shall, at no cost to GRPUC, promptly and satisfactorily correct all such defective Goods and Services. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of legal requirements.

2.5 Contractor shall be responsible for all its employees, agents, subcontractors, and invitees and their health and safety. Contractor shall ensure that all persons who perform the Services or produce or deliver the Goods are professionally competent and properly qualified and will remove any person GRPUC deems incompetent, careless, or otherwise objectionable.

2.6 Contractor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Contractor, and for payment of all sales, use, or other taxes of whatever nature levied or assessed against GRPUC arising out of the furnishing of the Services or production or delivery of the Goods, and will indemnify, defend, and hold harmless GRPUC from any such liability.

3. Consideration and Payment

3.1 Consideration. GRPUC will pay for performance by the Contractor under this Contract as follows:

3.1.1 Compensation. The Contractor will be paid Twenty Thousand Dollars (\$20,000) in accordance with **Exhibit C**.

3.1.2 No expenses will be paid beyond the total contract amount of \$20,000.

3.1.3 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Twenty Thousand Dollars (\$20,000.00).

3.2 Payment.

3.1.1 Invoices. GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice that complies with **Exhibit C**. GRPUC may pay the Contractor in advance in its sole discretion. Payment will only be made for Goods received or Services actually performed that have been accepted by GRPUC.

3.1.2 Retainage. No more than ninety percent (90%) of the amount due under this Contract may be paid until Contractor has performed all of its obligations under this Contract to GRPUC's satisfaction.

4. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson, Manager of Water and Wastewater, at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744, and the following telephone number: 2218-326-7195 or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is **Tracy Ekola** at the following business address: 30 7th Street East, Suite 2500, St. Paul, MN 55101-2201 and the following telephone number: 320.250.6147 or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

5. Indemnification. Contractor will indemnify, defend, and hold harmless GRPUC, its agents, and employees, in relation to any expenses, damages, claims or causes of action, including reasonable attorney's fees, to the extent caused by any negligent or wrongful act, error or omission, breach of contract, or infringement of any intellectual property right by Contractor, any third party that Contractor has a business relationship with, or any of Contractor's agents or employees.

6. **Subcontracting.** Contractor may not subcontract all or any portion of this Contract without GRPUC's prior written consent, which GRPUC may grant or withhold in its sole discretion. If an approved subcontractor is determined to be performing unsatisfactorily by GRPUC, Contractor will ensure that the subcontractor is no longer used for this Contract. The provisions of the Contract shall apply with equal force and effect to all approved subcontractors and no subcontract will terminate the primary responsibility of Contractor hereunder. Contractor will pay all subcontractors in accordance with applicable law and the agreement between Contractor and the subcontractor.

7. **Ownership.** Contractor agrees that all legal right, title, and interest to intellectual property, data, documents, photographs, drawings, analyses, graphs, reports, physical property or other subject matter ("**GRPUC Property**") prepared, delivered, procured, or produced in relation to Contractor's obligations under this Contract shall vest in GRPUC upon Contractor's receipt of payment in full therefor as required by this Contract. Contractor will perform all acts necessary to ensure that all GRPUC Property is the sole property of GRPUC, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the GRPUC Property.

8. **GRPUC Audits.** The Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by GRPUC for six (6) years from the expiration or termination of this Contract. After reasonable notice, Contractor shall make such books, records, documents, and accounting procedures and practices available to GRPUC for its examination and audit.

9. **Miscellaneous.**

9.1 General. No provision of this Contract may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by all the Parties. No waiver by a Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any Party which are not expressly set forth in this Contract. The validity, interpretation, construction and performance of this Contract shall be governed by the internal laws of Minnesota. If any provision of this Contract shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Contract shall not be affected thereby. This Contract shall be binding on, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Contractor may not assign Contractor's rights or obligations hereunder without the prior written consent of GRPUC. This Contract may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Contract in Portable Document Format (PDF) or by facsimile transmission shall be as effective as delivery of a manually executed original counterpart of this Contract. In the event a Party institutes any legal proceeding against another Party regarding this Contract, the prevailing Party is entitled to receive the costs incurred by such Party, including reasonable attorneys' fees. In performing its obligations under this Contract, Contractor and its employees and agents shall act in the capacity of independent contractors and not as an employee, partner, joint venturer, or agent of GRPUC. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe the

working rules, policies, and procedures of GRPUC, including, but not limited to, its respectful workplace policy. The Parties must comply with the Minnesota Government Data Practices Act in relation to this Contract. Contractor certifies that neither it nor its principals are presently debarred or suspended by any federal, state, or local government or agency or political subdivision thereof. Neither Party will publicize anything in relation to this Contract without the other Party’s prior written consent. Contractor shall not use or disclose any confidential information it receives from GRPUC except as is necessary to perform under this Contract. The obligations of Contractor hereunder shall survive the expiration or earlier termination of this Contract. Each of the Parties shall take such further actions as may be reasonably required to carry out the provisions of this Contract.

9.2 Notices. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, email, fax, overnight courier, or United States mail (postage prepaid) addressed to the address set forth below. All periods of notice shall be measured from the date of delivery thereof if hand-delivered, from the date of sending thereof if sent by email or fax (effective upon confirmation of receipt), from the first day after the date of sending if sent by overnight courier, or from three (3) business days after the date of mailing if mailed. Any Party may change such Party’s address for notices by notice given not less than ten (10) calendar days prior to the effective date of the change.

GRPUC
Address:

Attn: _____
Email: _____
Fax: _____

Contractor
Address:

30 7th Street, Suite 2500
St. Paul, MN 55101-2201
Attn: Tracy Ekola
Email: TEkola@brwncald.com
Fax: _____

10. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits (including any supplements), or between Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Insurance Requirements
- Exhibit B: Specifications, Duties, and Scope of Work
- Exhibit C: Price and Payment Schedule

11. Force Majeure and COVID-19

Neither Party shall be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents and (2) acts of God. In addition to the foregoing, Contractor shall not be responsible for delays caused by (A) failure of GRPUC to furnish information or to approve or disapprove Contractor’s work product

within a reasonable period of time after written request therefor from Contractor, to the extent such failure has a direct causal impact on Contractor’s ability to perform under this Contract, and (B) faulty performance or nonperformance by GRPUC, GRPUC’s independent consultants or contractors, or governmental agencies, if Contractor has: (i) provided written notice to GRPUC explaining the faulty performance or nonperformance, (ii) provided GRPUC a reasonable opportunity to cure such faulty performance or nonperformance, and (iii) such faulty performance or nonperformance has a direct causal impact on Contractor’s ability to perform under this Contract. Neither Party shall be liable for damages resulting from a force majeure event, nor shall a Party be deemed to be in breach of this Contract as a result thereof.

While the Parties have made reasonable efforts to incorporate into their plans for the project any known current project impacts of the COVID-19 pandemic, the Parties have not accounted for, and are not responsible for, unknown future changes due to the COVID-19 pandemic, including, without limitation, additional restrictions by government agencies or others (such as the availability of the site for access or the availability of GRPUC or Contractor staff or others) to the extent they delay or otherwise impact the project.

Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure or COVID-19 and work in good faith to equitably address any unexpected impacts therefrom.

12. Consequential Damages

Regardless of any other term of this Contract, in no event shall either Party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract effective as of the effective date set forth above.

Brown and Caldwell

Grand Rapids Public Utilities Commission

By: 

By: _____

Print Name: Tracy Ekola

Print Name: _____

Title: Vice President

Title: _____

Exhibit A: Insurance Requirements

- 1 **Notice to Contractor and Insurer.** Contractor shall not commence work under the Contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Contractor shall maintain such insurance throughout the term of this Contract. GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements. All insurance policies must be open to inspection by GRPUC, and copies of policies must be submitted to GRPUC's Authorized Representative upon written request; provided, however, if GRPUC requires submission of copies of policies, Contractor may redact confidential and proprietary information therefrom. The Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

- 2 **Additional Insurance Conditions.** The following apply to the Contractor and Contractor's subcontractor: Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC. Contractor agrees to notify GRPUC within five (5) business days of receipt of any insurance cancellation notice. Contractor is responsible for payment of Contract-related insurance premiums and deductibles. Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability. Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

- 3 **Coverages.** Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 - 3.1 **Commercial General Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence
 - \$1,500,000 – annual aggregate
 - \$1,500,000 – annual aggregate – applying to Products/Completed Operations

 - 3.2 **Commercial Automobile Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per accident Combined Single limit for Bodily Injury and Property Damage

 - 3.3 **Workers' Compensation Insurance.** Contractor shall obtain and maintain for the duration of the Contract, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.

3.4 Professional Liability, Errors, and Omissions. This policy will provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual negligent act, error, or omission related to Contractor's professional services required under the Contract. Insurance minimum limits are as follows:

\$2,000,000 - per claim or event

\$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor.

Exhibit B: Specifications, Duties, and Scope of Work

Brown and Caldwell professional services should answer the following questions for the Grand Rapids Public Utilities:

- What is GRPUC avoided cost for solids treatment based on the significant industrial user (SIU) paying 100% of all landfill costs even though a portion of the waste activated sludge (WAS) is from domestic waste?
- What would GRPUC need to do to continue to process the domestic waste stream if the SIU shut down? Provide alternative operation concept scenarios and estimated costs.

Duties and scope of work as follows:

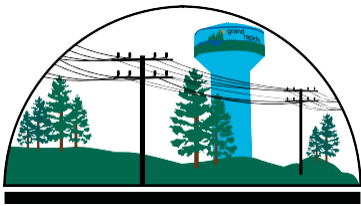
1. Prepare and provide Request for Information (RFI).
2. Review WWTF design documents and operations data. Review existing operations associated with landfilling solids from the WWTF.
3. Estimate GRPUC avoided cost for solids treatment based on the SIU paying 100% of landfill costs while a portion of the WAS is from domestic waste.
4. Present alternative operation scenarios and estimated costs to continue solids management and disposal if SIU is shut down. Costs for operations scenarios “concept-level” estimates. Information will be provided in a PowerPoint presentation and technical memorandum format.

Exhibit C: Price and Payment Schedule

The total obligation and liability of GRPUC under this Contract will not exceed Twenty Thousand Dollars (\$20,000.00).

No additional expenses will be paid above the \$20,000.00 contract price.

Grand Rapids Public Utilities will pay non-contested invoices within 30 days of receipt of invoice.



GRAND RAPIDS
PUBLIC UTILITIES

Service is Our Nature

Item 12.

500 SE Fourth Street • Grand Rapids, Minnesota 55744

ADMINISTRATION DEPARTMENT MONTHLY REPORT September 2021 Commission Meeting

Safety

There were no OSHA recordable accidents in the Administration Department last month.

Staffing

- Monthly peer-to-peer employee appreciation awards recognized
- Tyanne Betts, Accounting & Finance Manager, retired on August 31
- Jean Key, selected for Accounting Technician – payroll/benefits position (consent agenda)
- Gary Stoltz, hired as Purchasing Clerk position (consent agenda)
- Lead Customer Service Representative & Customer Service Representative Interviews

Community Involvement

- Employee leadership volunteering efforts at Second Harvest
- July 26 wind storm restoration (additional information to be provided prior to meeting)

Projects Performed Last Month

- Attended the United Solar Nations' Solar 101 and Range-wide Solar Co-op presentation
- Customer economic development program analysis
- Municode software implementation for Council and Commission Agenda/Minutes

Projects Scheduled for This Month

- Water Treatment Plant Capital Improvement Project funding options
- CSR & Lead CSR hiring process
- Finalize the MP wholesale power negotiations and contracts



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2021

AGENDA ITEM: Review the September 2021 business Services Department Report

PREPARED BY: Jean Lane, Business Services Manager

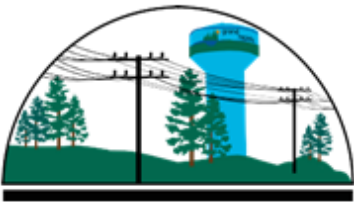
BACKGROUND:

Please find attached the following:

Business Services Department Report –September 2021
August Monthly Revenue Report – historical
Effective Electric Rate – historical

RECOMMENDATION:

No action needed – for review only.



GRAND RAPIDS
PUBLIC UTILITIES

Service is Our Nature

500 SE Fourth Street • Grand Rapids, Minnesota 55744

BUSINESS SERVICES DEPARTMENT MONTHLY REPORT September 2021 Commission Meeting

Safety

There were no OSHA recordable accidents in August.

Revenue Report Last Month

The attached table shows the monthly revenue report for last month.

Effective Wholesale Electric Rate Last Month

The attached graph shows the effective wholesale electric rate for last month.

Projects Performed Last Month

- Continue training new customer service and accounting personnel.
- Cybersecurity awareness training (Knowbe4).
- Tested Cogsdale and GP Dynamics software applications.
- Continued to review and improve instructions for customer service tasks.
- Implemented short and long form contract templates
- Supported water department in water drought procedure development and communications to customer
- Go live on 2018 GP Dynamics/Cogsdale software upgrade.
- Established user defined fields in customer service software modular to provide utility usage reports requested by subsidized housing managers gaining efficiency in report preparation.

Projects Scheduled for This Month

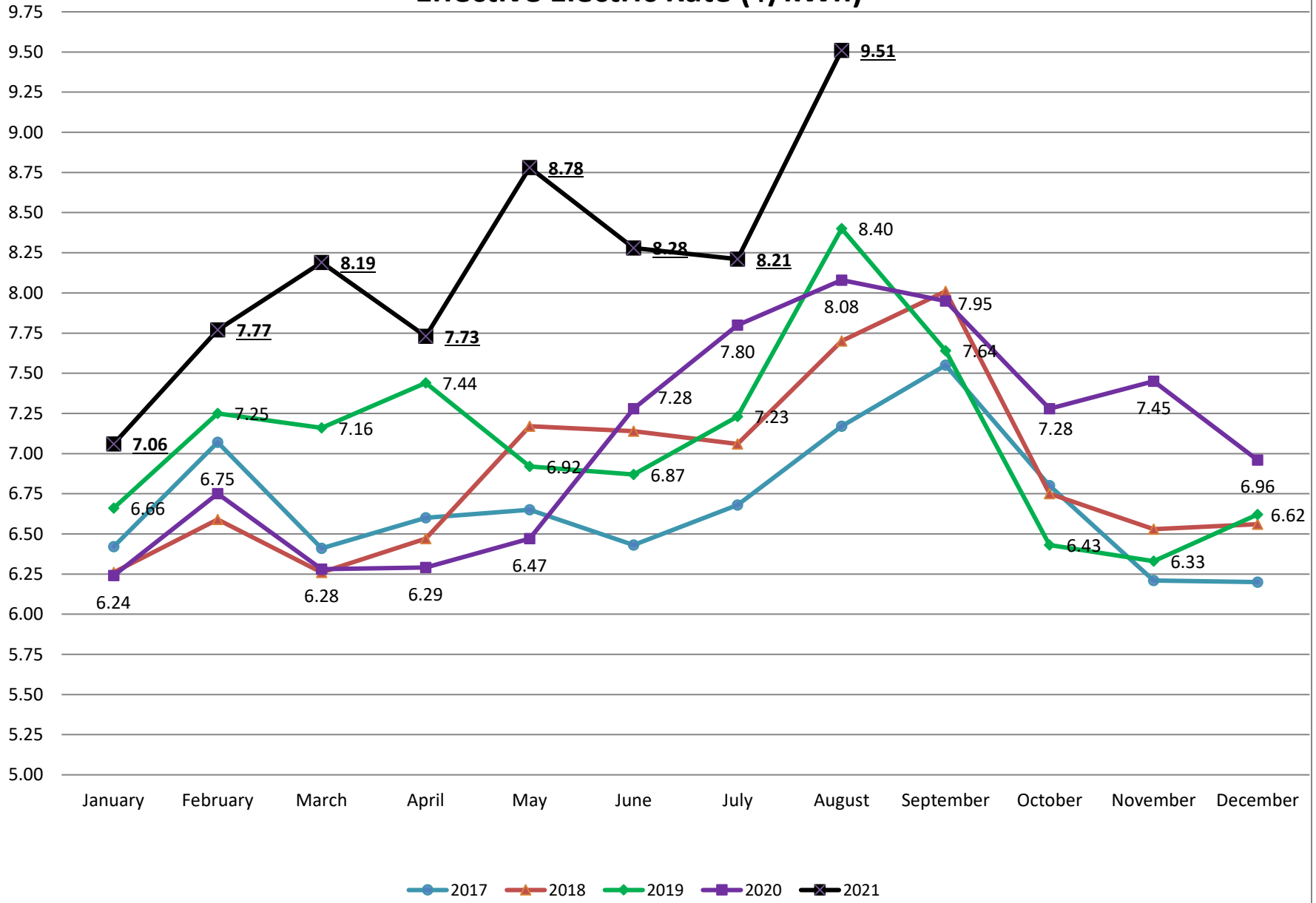
- Continue training new customer service and accounting personnel.
- Cybersecurity awareness training (Knowbe4).
- Finalize outstanding cases (upgrade software issues) for 2018 GP Dynamics/Cogsdale.
- Implement Commercial Purchasing Card process.
- Support electric department in solar garden project billing template.
- Implemented change in cold weather rule dates per MN legislation.
- Assisted in interview process of two customer service open positions.
- Support electric department in implementation of outage management system.

- 2022 operations and capital budget development kickoff meetings and establish parameters.
- Start phased implementation of JourneyX software for time keeping.

Monthly Revenue Report

	2018 YTD August	2019 YTD August	2020 YTD August	2021 YTD August	2021 YTD Aug Budget	% of Budget
Electric Department						
City Residential	2,500,968	2,549,770	2,743,812	2,897,333	2,626,488	110.31%
Rural Residential	676,770	692,540	717,483	771,662	704,406	109.55%
City Commercial	1,725,479	1,747,260	1,742,937	1,750,871	1,811,901	96.63%
Rural Commercial	226,396	234,341	230,706	266,339	230,288	115.65%
City Demand & Energy	3,321,078	3,463,152	3,185,394	3,431,391	3,581,409	95.81%
Rural Demand & Energy	144,353	156,635	140,757	147,596	153,486	96.16%
City Industrial	913,570	861,960	847,235	951,500	904,960	105.14%
City Commercial- EVC Sales				726		
City Load Management	149,801	153,967	141,119	134,483	144,940	92.78%
Rural Load Management	97,990	94,391	85,615	80,839	97,951	82.53%
Total Electric Retail Sales	9,756,406	9,954,016	9,835,056	10,432,738	10,255,829	101.72%
Windsense Program	0	0	0	0	0	
Security Lighting	37,020	37,098	39,982	40,877	39,296	104.02%
Total Sales	9,793,426	9,991,114	9,875,038	10,473,615	10,295,125	101.73%
Purchased Power Pass-thru	305,245	334,171	(92,668)	1,200,722	398,542	
Total Electric	10,098,671	10,325,284	9,782,369	11,674,337	10,693,667	109.17%
% Change from previous year		2.24%	-5.26%	19.34%		
Electric rate increase - average					0	
Total Power Expense	7,500,649	7,811,349	7,252,185	8,811,972	7,923,809	111.21%
Gross Margin		24%	26%	25%		
Water Department						
City Residential	367,312	411,480	417,920	449,859	407,950	110.27%
City Commercial / Industrial	428,729	453,185	433,381	499,829	465,068	107.47%
City Multi-Family	133,634	162,559	165,740	164,801	155,952	105.67%
Rural Residential	0	0	0	0	0	
Rural Commercial	0	0	0	0	0	
Public Authorities	20,942	23,259	23,440	26,127	22,350	116.90%
Total Water	950,617	1,050,484	1,040,480	1,140,615	1,051,320	108.49%
% Change from previous year		10.51%	-0.95%	9.62%		
Water rate increase - average						
Wastewater Collection Department						
City Residential	427,286	484,392	490,532	518,399	486,000	106.67%
City Commercial	509,559	529,806	493,763	506,564	528,552	95.84%
City Multi-Family	0	0	0	0	0	0.00%
Rural Residential	460	565	550	512	560	91.43%
Rural Commercial	2,019	2,587	2,503	2,593	2,560	101.30%
Public Authorities	90,324	97,332	87,890	93,798	88,100	106.47%
Septage Haulers	65,205	45,684	90,362	117,927	54,610	215.94%
Total Wastewater Collection	1,094,852	1,160,366	1,165,600	1,239,793	1,160,382	106.84%
% Change from previous year		5.98%	0.45%	6.37%		
Wastewater Collect rate increase - average					0	

Effective Electric Rate (¢/kWh)





GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2021

AGENDA ITEM: Consider a motion to adopt resolution 9-15-21-9 authorizing the Grand Rapids Public Utilities membership in the 4M Fund

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

The League of Minnesota Cities (LMC) started a cash/investment management program for Minnesota public funds in 1987 under MN Statute “Joint Powers Act” in which the LMC Board governs the Fund. The fund is managed in accordance with Minnesota statutes and customizes specifically for public entities. The 4M Fund provides safety, daily liquidity, and highly competitive yields to address the daily and long-term investment needs of municipal entities. As a pooled asset fund the 4M Fund brings Minnesota cities and other municipal-related public organizations together to create “buying power” for investments. The 4M Fund has customized investment accounting, web transactions and online reporting, checking options available, and a wide range of options from daily cash management to long-term investments. They will also work closely with a local bank if requested by the member.

The LMC hired PMA Financial Network, LLC/PMA Securities, LLC as the 4M Fund administrator and Investment Advisor to perform (1) daily activity processing for participants; (2) fund reporting – confirmations/statements; (3) portfolio investment management services. PMA Asset Management has over \$13.6 billion in investment advisory assets under management (12/31/2020)

There are over 400 municipal entities who participate in the 4M Fund. US Bank is the banking custodian to the Fund. 4M has online access platform which enables the member to accounts information and provides access to move funds, view statements, receive investment confirmations and view account activity.

There is no minimum balance required or any fees associated with membership in the 4M fund. 4M Fund offers two separate money market pools, a term series investment pool, and a limited term duration (LTD) Fund allowing municipal entities different vehicles depending on the duration of the investments time horizon needed by the entity.

GRPU participation in the 4M Fund will allow for a flexible robust cash and investment management program while utilizing an investment group specializing in Minnesota municipalities with over 35 years of experience and is part of the LMC.

Attached:

Authorizing resolution

Declaration of Trust – Certificate of Business Trust

RECOMMENDATION:

Consider a motion to adopt Resolution 09-15-21-09 approving the Grand Rapids Public Utilities Commission authorizing membership in the LMC 4M Fund.

**GRAND RAPIDS PUBLIC UTILITIES COMMISSION
RESOLUTION NO. 09-15-21-9**

**RESOLUTION AUTHORIZING
MEMBERSHIP IN THE 4M FUND**

WHEREAS, Minnesota Statutes (the Joint Powers Act) provides that governmental units may jointly exercise any power common to the contracting parties; and

WHEREAS, the Minnesota Municipal Money Market Fund (the 4M Fund) was formed in 1987, pursuant to the Joint Powers Act and in accordance with Minnesota Investment Statutes, by the adoption of a joint powers agreement in the form of a Declaration of Trust; and

WHEREAS, the Declaration of Trust, which has been presented to this Commission, authorizes municipalities of the State of Minnesota to become Participants of the Fund and make use from time to time including the 4M Liquid Asset Fund, the 4M Plus Fund, the Term Series, the 4M Limited Term Duration Fund, the Fixed Rate Programs, and other Fund services offered by the Fund; and

WHEREAS, this Commission deems it to be in the best interest for the municipality to make use of, from time to time, the approved services provided by the 4M Fund's service providers including the Investment Advisor (PMA Asset Management, LLC), the Administrator (PMA Financial Network, LLC) the Distributor (PMA Securities, LLC) or the Fixed Rate Program Providers, PMA Financial Network, LLC and PMA Securities, LLC and the Custodian, U.S. Bank National Association, ("Service Providers") and/or their successors.

WHEREAS, this Commission deems it advisable for this municipality to enter into the Declaration of Trust and become a Participant of the Fund for the purpose of joint investment with other municipalities so as to enhance the investment earnings accruing to each; now, therefore BE IT RESOLVED AS FOLLOWS:

Section 1. This municipality shall become a Participant of the Fund and adopt and enter into the Declaration of Trust, a copy of which shall be filed in the minutes of this meeting. The appropriate officials are hereby authorized to execute those documents necessary to effectuate entry into the Declaration of Trust and the participation of all Fund programs.

Section 2. This municipality is authorized to invest monies from time to time and to withdraw such monies from time to time in accordance with the provisions of the Declaration of Trust. The following officers of the municipality or their successors are designated as "Authorized Officials" with authority to effectuate investments and withdrawals in accordance with the Declaration of Trust:

____Julie A. Kennedy General Manager _____
Print Name Title Signature

____Jean M. Lane Business Services Manager _____
Print Name Title Signature

Print Name Title Signature

(Additional names may be added on a separate list. The treasurer shall advise the Fund of any changes in Authorized Officials in accordance with Fund procedures.)

Section 3. The Trustees of the Fund are designated as having official custody of those monies invested in accordance with the Declaration of Trust.

Section 4. That the municipality may open depository and other accounts, enter into wire transfer agreements, safekeeping agreements, third party surety agreements securing deposits, collateral agreements, letters of credit, lockbox agreements, or other applicable or related documents with institutions participating in Fund programs including U.S. Bank National Association, or its successor, or programs of PMA Financial Network, LLC or PMA Securities, LLC for the purpose of transaction clearing and safekeeping, or the purchase of certificates of deposit (“CDs”) or other deposit products and that these institutions shall be deemed eligible depositories for the municipality. PMA Financial Network, LLC and PMA Securities, LLC and their successors are authorized to act on behalf of this municipality as its agent with respect to such accounts and agreements. Monies of this entity may be deposited in such depositories, from time to time in the discretion of the Authorized Officials, pursuant to the Fund’s Programs available through its Services Providers.

It is hereby certified that the Commission of the Grand Rapids Public Utility adopted this Resolution at a duly convened meeting of the Commission held on the __15th__ day of __September__, 2021__, and that such Resolution is in full force and effect on this date, and that such Resolution has not been modified, amended, or rescinded since its adoption.

Secretary to the Commission

Dated:_____

State of Minnesota

SECRETARY OF STATE

Certificate of Business Trust

I, Joan Anderson Grove, Secretary of State of Minnesota, do certify that: A copy of the Declaration of Trust of the trust listed below was filed with this office on this date, by a member of the board of trustees of that trust, who swore that the copy filed was a true and correct copy of the declaration of trust. The trustee also set forth the name and address of the agent of the trust for service of process, and met all the filing requirements of Minnesota Statutes, Chapter 318.

Name of Business Trust:

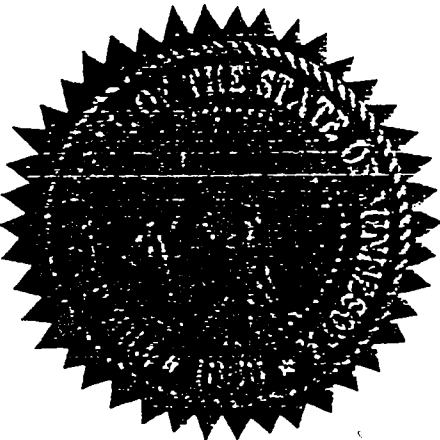
Minnesota Municipal Money Market Fund

File Number: BT-406

Name and Address of Agent for Service of Process:

League of Minnesota Cities
The League of MN Cities 183 Univ Ave E
St Paul MN 55101-

This certificate has been issued on 04/23/87.



Joan Anderson Grove
Secretary of State.

EXHIBIT C

BT 406

MINNESOTA MUNICIPAL

MONEY MARKET FUND

(A Minnesota entity formed
pursuant to the
Minnesota Joint Powers Act)

DECLARATION OF TRUST
(As adopted in January, 1987)

034869

TABLE OF CONTENTS

	<u>Page</u>
RECITALS	6
ARTICLE I	
<u>The 4M Fund</u>	
Section 1.01	7
Section 1.02	7
Section 1.03	7
Section 1.04	7
Section 1.05	8
ARTICLE II	
<u>Powers of the Trustees</u>	
Section 2.01	9
Section 2.02	10
Section 2.03	11
Section 2.04	11
Section 2.05	12
Section 2.06	12
Section 2.07	12
Section 2.08	12
Section 2.09	12
Section 2.10	13
Section 2.11	13
Section 2.12	13
Section 2.13	13
Section 2.14	14
Section 2.15	14
Section 2.16	15
Section 2.17	15
Section 2.18	15
Section 2.19	15
Section 2.20	15
Section 2.21	16
Section 2.22	16
Section 2.23	16
Section 2.24	16

ARTICLE III

Technical Advisory Board, Investment Adviser, Administrator, and Custodian

Section 3.01	Appointment	16
Section 3.02	Duties of the Adviser	17
Section 3.03	Duties of the Administrator	17
Section 3.04	Duties of the Custodian	17
Section 3.05	Successors	17

ARTICLE IV

Investments

Section 4.01	Statement of Investment Policy and Objective	17
Section 4.02	Restrictions Fundamental to the Fund	18
Section 4.03	Amendment of Restrictions	19

ARTICLE V

Limitations of Liability

Section 5.01	Liability to Third Persons	19
Section 5.02	Liability to the Fund or to the Participants	19
Section 5.03	Indemnification	19
Section 5.04	Surety Bonds	20
Section 5.05	Apparent Authority	20
Section 5.06	Recitals	21
Section 5.07	Reliance on Experts, Etc.	21
Section 5.08	Liability Insurance	21
Section 5.09	No Waiver	21

ARTICLE VI

Interests of Participants

Section 6.01	General	21
Section 6.02	Allocation of Shares	22
Section 6.03	Evidence of Share Allocation	22
Section 6.04	Reduction in Number of Shares to Maintain Constant Net Asset Value	22
Section 6.05	Withdrawals	22
Section 6.06	Suspension of Right of Withdrawal; Postponement of Payment	22
Section 6.07	Minimum Withdrawal	23
Section 6.08	Defective Withdrawal Requests	23
Section 6.09	Allocation of Certain Expenses	23

ARTICLE VII

Record of Shares

Section 7.01	Share Register	23
Section 7.02	Registrar	24
Section 7.03	Owner of Record	24
Section 7.04	No Transfers of Shares	24
Section 7.05	Limitation of Fiduciary Responsibility	24
Section 7.06	Notices	24

ARTICLE VIII

Participants

Section 8.01	Voting	24
Section 8.02	Right to Initiate a Vote of the Participants	25
Section 8.03	Inspection of Records	25
Section 8.04	Meetings of Participants	25
Section 8.05	Notice of Meetings and Votes	25
Section 8.06	Record Date for Meetings and Votes	25
Section 8.07	Proxies	25
Section 8.08	Number of Votes	26
Section 8.09	Reports	26

ARTICLE IX

Trustees and Officers

Section 9.01	Number and Qualification; Non-Voting Trustees	26
Section 9.02	Meetings	26
Section 9.03	Officers	27
Section 9.04	Committees	27
Section 9.05	Reports	27

ARTICLE X

Determination of Net Asset Value and Net Income:
Distributions to Participants

Section 10.1	Net Asset Value	28
Section 10.2	Constant Net Asset Value; Reduction of Allocated Shares	28
Section 10.3	Supplementary Distributions to Participants	28
Section 10.4	Retained Reserves	28

ARTICLE XI

Custodian

Section 11.1	Duties	29
Section 11.2	Appointment	29
Section 11.3	Custodian Agreement	29
Section 11.4	Agents of Custodian	29
Section 11.5	Successors	29
Section 11.6	Custodian as Depository for Participants	29

ARTICLE XII

Recording of Declaration of Trust

Section 12.1	Recording	29
--------------	-----------	----

ARTICLE XIII

Amendment or Termination of Fund; Duration of Fund

Section 13.1	Amendment or Termination	30
Section 13.2	Power to Effect Reorganization	31
Section 13.3	Duration	31

ARTICLE XIV

Miscellaneous

Section 14.1	Governing Law	31
Section 14.2	Counterparts	31
Section 14.3	Reliance by Third Parties	31
Section 14.4	Provisions in Conflict with Law	32
Section 14.5	Gender; Section Headings	32
Section 14.6	Adoption by Municipalities Electing to Become Additional Participants; Resignation of Participants	32

Execution

WITNESETH:

WHEREAS, Minnesota Statutes, Section 471.59 (the "Joint Powers Act") provides, among other things, that governmental units (as such term is defined therein), by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the term "governmental unit" is defined in the Joint Powers Act to include municipality as defined herein; and

WHEREAS, all of the Initial Participants are Municipalities of the State of Minnesota that desire to enter into an agreement and thereby establish an entity for joint investment, under the provisions of the aforementioned Joint Powers Act, pursuant to this Declaration of Trust for the purpose of combining their respective available investment funds not currently needed by such Municipalities so as to enhance the investment opportunities available to them and increase the investment earnings accruing to them respectively; and

WHEREAS, this Declaration of Trust is intended to be an agreement entered into pursuant to the Joint Powers Act for the purpose of better exercising the Participants' power to invest their respective funds in accordance with the Laws of the State of Minnesota; and

WHEREAS, the Board or Council of each of the Initial Participants has duly adopted a resolution authorizing the applicable Initial Participant to become a party to, and has approved, this Declaration of Trust pursuant to the Joint Powers Act; and

WHEREAS, the Board or Council of each of the Initial Participants, by its aforementioned approval of this Declaration of Trust, has authorized the investment of funds of such Initial Participant in investments of the nature permitted by Minnesota Law, as applicable, and in the manner contemplated by this Declaration of Trust; and

WHEREAS, it is proposed that the beneficial interest in the 4M Fund's assets shall be divided into non-transferable shares of beneficial interest, which shall be evidenced by a share register maintained by the 4M Fund or its agent; and

WHEREAS, the Initial Participants anticipate the other Municipalities of the State of Minnesota may wish to become Participants by adopting this Declaration of Trust and thus becoming parties to it;

NOW, THEREFORE, the Initial Participants hereby declare that all moneys, assets, securities, funds and property now or hereafter acquired pursuant to this agreement shall be held and managed in trust for the equal and proportionate benefit of the holders of record from time to time of shares beneficial interest herein, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof.

ARTICLE I

The 4M Fund

1.01 Name. The name of the common law trust created by this Declaration of Trust shall be "Minnesota Municipal Money Market Fund" (the 4M Fund) and, so far as may be practicable, the Trustees shall conduct the 4M Fund's activities, execute all documents and sue or be sued under that name, which name (and the word "4M Fund" wherever used in this Declaration of Trust, except where the context otherwise requires) shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisers, consultants, accountants, or Participants of the 4M Fund or of such Trustees. Should the Trustees determine that the use of such name is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the 4M Fund as they deem proper, and the 4M Fund may hold property and conduct its activities under such designation or name. The Trustees shall take such actions as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such name in accordance with the Laws of the State of Minnesota or the United States of America so as to protect and reserve the right of the 4M Fund in and to such name.

1.02 Purpose: Only Certain Minnesota Municipalities to be Participants.

(a) The purpose of the 4M Fund is to provide a means through which Municipalities may jointly and cooperatively exercise their power to invest their respective available funds so as to enhance their investment opportunities pursuant to an investment program conducted in accordance with the Laws of the State of Minnesota, from time to time in effect, governing the investment of the Municipal Funds. Only Municipalities organized under the Laws of the State of Minnesota may become Participants. A Municipality may become a party to this Declaration of Trust and may place moneys in the 4M Fund only after its Board or Council has duly adopted a resolution, or taken other applicable official action, authorizing such Municipality to become a Participant of the 4M Fund and adopting this Declaration of Trust.

(b) It is not necessary for a municipality to place any funds in the 4M Fund to become a Participant, and no minimum investment balance must be maintained by a Municipality which has become a Participant in order for such Municipality to continue to be a Participant.

1.03 Location. The 4M Fund shall maintain an office of record in the State of Minnesota and may maintain such other offices or places of business as the Trustees may from time to time determine. The initial office of record of the 4M Fund shall be: c/o League of Minnesota Cities, 183 University Ave. East, St. Paul, Minnesota 55101. The office of record may be changed from time to time by resolution of the Trustees, and notice of such change of the office of record shall be given to each Participant.

1.04 Nature of 4M Fund and Declaration of Trust.

(a) The 4M Fund shall be a common law trust (also known as a business trust) organized and existing under the laws of the State of Minnesota. The 4M Fund is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership,

joint venture, corporation, investment company, joint stock association or joint stock company. The Participants shall be beneficiaries of the 4M Fund, and their relationship to the Trustees shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(b) This Declaration of Trust is an agreement of indefinite term regarding the joint or cooperative exercise of a power common to the parties thereto within the meaning of the Joint Powers Act.

1.05 Definitions. As used in this Declaration of Trust, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Administrator" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.1 hereof.

"Administration Agreement" shall mean the agreement with the Administrator referred to in Section 3.3 hereof as the same may be amended from time to time.

"Adviser" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.1 hereof.

"Affiliate" shall mean, with respect to any Person, another Person directly or indirectly controlling, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

"Board of Trustees" or "Trustees" shall mean the Board of Directors of the League of Minnesota Cities.

reordered { "Board" or "Council" shall mean the governing body of a Municipality as defined herein.

"Custodian" shall mean any Person or Persons appointed, employed or contracted with by the Administrator under the applicable provisions of Section 11.2 hereof.

"Custodian Agreement" shall mean the agreement with the Custodian referred to in Section 11.1 hereof as the same may be amended from time to time.

"Declaration of Trust" shall mean this Declaration of Trust as amended, restated or modified from time to time. References in this Declaration of Trust to "Declaration", "hereof", "herein", "hereby" and "hereunder" shall be deemed to refer to the Declaration of Trust and shall not be limited to the particular text, article or section in which such words appear.

"Employee of a Municipality" or "Municipal Employee" shall mean a director of finance, a finance official or other managerial employee of a Municipality charged with responsibility for municipal finance.

"4M Fund" shall mean the common law trust created by this Declaration of Trust.

"4M Fund Property" shall mean, as of any particular time, any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the 4M Fund or the Trustees and all income, profits and gains therefrom and which, at such time, is owned or held by, or for the account of, the 4M Fund or the Trustees.

"Information Statement" shall mean the information statement or other descriptive document or documents adopted as such by the Trustees and distributed by the 4M Fund to participants and potential Participants of the 4M Fund as the same may be amended by the Trustees from time to time.

"Initial Participants" shall mean the League of Minnesota Cities and the City of Minnetonka which Municipalities initially formed the 4M Fund by the execution and adoption of this Declaration of Trust.

"Investment Advisory Agreement" shall mean the agreement with the Adviser referred to in Section 3.2 hereof as the same may be amended from time to time.

"Joint Powers Act" shall mean Minnesota Statutes, Section 471.59.

"Laws" shall mean common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof.

reordered { "Municipality" shall mean county, city, town, public authority, public corporation, public commission, special district, any other political subdivision, or an agency of the state or its subdivisions and any "instrumentality" (as that term is defined in the Joint Powers Act) of a municipality. x

"Participants" shall mean the Initial Participants and the Municipalities which adopt this Declaration of Trust pursuant to Section 14.6 hereof.

"Permitted Investments" shall mean the investments referred to in Paragraph (b) or Section 2.2 hereof.

"Person" shall mean and include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other entities (which or not legal entities) and governments and agencies and political subdivisions thereof.

"Share" shall mean the unit used to denominate and measure the respective beneficial interests of the Participants in the Fund Property as described in Article VI.

"Share Register" shall mean the register of Shares maintained pursuant to Article VII hereof.

"Technical Advisory Board" shall mean the persons appointed by the Trustees to act as technical advisors to the Trust.

ARTICLE II

Powers of the Trustees

2.1 General. Subject to the rights of the Participants as provided herein, the Trustees shall have, without other or further authorization, full, exclusive and absolute power, control and authority over the 4M Fund Property and other the affairs of the 4M Fund to the same extent as if the Trustees were the sole and absolute owners of the 4M Fund Property in their own right, and

with such powers of delegation as may be permitted by this Declaration of Trust. The trustees may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for conducting the affairs of the 4M Fund or promoting the interests of the 4M Fund and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The trustees may exercise any power authorized and granted to them by this Declaration of Trust. Such powers of the Trustees may be exercised without the necessity of any order or, or resort to, any court.

2.2 Permitted Investments. The Trustees shall have full and complete power, subject in all respects to Article IV hereof,

(a) to conduct, operate and provide an investment program for the Participants;
and

(b) for such consideration as they may deem proper and as may be required by Law, to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of investment instruments as permitted by Law (the "Permitted Investments"). Permitted Investments include, without limitation, as of the date hereof, the following:

(i) any security which is a direct obligation of or is guaranteed as to payment of principal and interest by the United States of America or any agency or instrumentality thereof;

(ii) shares of an investment company (1) registered under the federal investment company act of 1940, whose shares are registered under the federal securities act of 1933, and (2) whose only investments are in securities described in the preceding clause and repurchase agreements fully collateralized by those securities, if the repurchase agreements are entered into only with those primary reporting dealers that report to the Federal Reserve Bank of New York and with the 100 largest United States commercial banks;

(iii) any security which is a general obligation of the State of Minnesota or any of its municipalities;

(iv) bankers acceptances of United States banks eligible for purchase by the Federal Reserve System;

(v) commercial paper issued by United States corporations or their Canadian subsidiaries that is of the highest quality and matures in 270 days or less;

(vi) deposits in a national bank or in a state bank or thrift institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, provided that any such deposit shall be insured, bonded or collateralized in the manner required by Law and that any such bank or thrift institution shall meet criteria designated from time to time by the Trustees;

(vii) repurchase agreements (a) with any bank qualified as a depository of money held in the debt service fund of a municipality of the State of Minnesota or (b) with any national or state bank in the United States of America which is a member of the Federal Reserve System and whose combined capital and surplus equals or exceeds \$10,000,000 or (c) with a Primary Reporting Dealer in United States Government Securities to the Federal Reserve Bank of New York as such term is defined in Minnesota Statutes, Section 475.51, Subdivision 11 or (d) a securities

broker-dealer having its principal executive office in Minnesota, licensed pursuant to Chapter 80A or an affiliate of it, regulated by the Securities and Exchange Commission and maintaining a combined capital and surplus of \$40,000,000 or more, exclusive of subordinated debt; and

(viii) such other investment instruments now or hereafter permitted by applicable Law for the investment of moneys of Municipalities organized under the laws of the State of Minnesota.

In the exercise of their powers, the Trustees shall not be limited, except as otherwise provided hereunder, to investing in Permitted Investments maturing before the possible termination of the 4M Fund. Except as otherwise provided in this Declaration of Trust, the Trustees shall not be limited by any Law now or hereafter in effect limiting the investments which may be held or retained by trustees or other fiduciaries, and they shall have full authority and power to make any and all Permitted Investments within the limitations of this Declaration of Trust, that they, in their absolute discretion, shall determine to be advisable and appropriate. The Trustees shall have no liability for loss with respect to Permitted Investments made within the terms of this Declaration of Trust, even though such investments shall be of a character or in an amount not considered proper for the investment of trust funds by trustees or other fiduciaries. The Trustees shall be permitted only to make Permitted Investments in accordance with Article IV of this Declaration of Trust.

2.3 Legal Title.

(a) Legal title to all of the 4M Fund Property shall be vested in the Trustees on behalf of the Participants and be held by and transferred to the Trustees, except that the Trustees shall have full and complete power to cause legal title to any 4M Fund Property to be held, on behalf of the Participants, by or in the name of the 4M Fund, or in the name of any other Person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine, so long as in their judgment the interest of the 4M Fund is adequately protected.

(b) The right, title and interest of the Trustees in and to the 4M Fund Property shall vest automatically in all persons who may hereafter become Trustees upon their election to the Board of Directors of the League of Minnesota Cities and qualification without any further act. Upon the expiration of term of office, resignation, disability, removal, adjudication as an incompetent, or death of a Trustee, he (and in the event of his death, his estate) shall automatically cease to have any right, title or interest in or to any of the 4M Fund Property, and the right, title and interest of such Trustee in and to the 4M Fund Property shall vest automatically in the remaining Trustees without any further act.

2.4 Disposition of Assets. Subject in all respects to Article IV hereof and to the Laws from time to time applicable to Municipalities of the State of Minnesota, the Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all 4M Fund Property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing. The Trustees shall also have full and complete power, subject in all respects to Article IV hereof, and in furtherance of the affairs and purposes of the 4M Fund, to give consents and make contracts relating to 4M Fund Property or its use.

2.5 Taxes. The Trustees shall have full and complete power: (i) to pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the 4M Fund

or the Trustees in connection with the 4M Fund Property or upon or against the 4M Fund Property or income or any part thereof; (ii) to settle and compromise disputed tax liabilities; and (iii) for the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable.

2.6 Rights as Holders of 4M Fund Property. The Trustees shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other property forming part of the 4M Fund Property to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more Persons, which proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

2.7 Delegation: Committees. The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management of the 4M Fund, the conduct of its affairs, their duties and obligations as Trustees, and the management and disposition of 4M Fund Property), to delegate from time to time to such one or more of their number (who may be designated as constituting a committee of the Trustees as provided in Section 9.9 hereof) or to officers, employees or agents of the 4M Fund (including, without limitation, the Administrator, the Adviser and the Custodian) the doing of such acts and things and the execution of such instruments either in the name of the 4M Fund, or the names of the Trustees or as their attorney or attorneys, or otherwise as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the 4M Fund.

2.8 Collection. The Trustees shall have full and complete power: (i) to collect, sue for, receive and receipt for all sums of money or other property due to the 4M Fund; (ii) to consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (iii) to engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the 4M Fund Property; (iv) to foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the 4M Fund; (v) to exercise any power of sale held by them, and to convey good title hereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property; (vi) to be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any person which form a part of the 4M Fund Property, for the purpose of such reorganization or otherwise; (vii) to participate in any arrangement for enforcing or protecting the interests of the Trustees as the owners or holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (viii) to extend the time (with or without security) for the payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments, and (ix) to pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.

2.9 Payment of Expenses. The Trustees shall have full and complete power: (i) to incur and pay any charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for carrying out any of the purposes of this Declaration of Trust; (ii) to reimburse others for the payment thereof; and (iii) to pay appropriate compensation or fees from the funds of the 4M Fund to Persons with whom the 4M Fund has contracted or transacted business. The Trustees shall fix the compensation, if any, of all officers and employees of the 4M Fund. The Trustees shall not be paid compensation for their general services as Trustees hereunder. The Trustees may pay themselves or any one or more of themselves reimbursement for

expenses reasonably incurred by themselves or any one or more of themselves on behalf of the 4M Fund.

2.10 Borrowing and Indebtedness. The Trustees shall not have the power to borrow money or incur indebtedness on behalf of the 4M Fund, or authorize the Fund to borrow money or incur indebtedness, except as provided in clause (iv) of Section 4.2 of this Declaration of Trust, but ~~if~~ ^{only} if and to the extent permitted by Law.

2.11 Deposits. The Trustees shall have full and complete power to deposit, in such manner as may now or hereafter be permitted by Law, any moneys or funds, included in the 4M Fund Property, and intended to be used for the payment of expenses of the 4M Fund or the Trustees, with one or more banks, or thrift institutions meeting the requirements of Section 2.2(b)(vi) hereof. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure of the bank or thrift institution with which the moneys, investments, or securities have been deposited. Each such bank or thrift institution shall comply, with respect to such deposits, with all applicable requirements of all applicable Laws, including, but not limited to, Laws of the State of Minnesota relating to Municipalities.

2.12 Valuation. The Trustees shall have full and complete power to determine in good faith conclusively the value of any of the 4M Fund Property and to revalue the 4M Fund Property.

2.13 Fiscal Year: Accounts. The Trustees shall have full and complete power to determine the fiscal year of the 4M Fund and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Trustees pursuant to this Section 2.13, the fiscal year of the 4M Fund shall terminate on June 30 and commence on July 1 of each calendar year.

2.14 Concerning the 4M Fund and Certain Affiliates.

(a) The 4M Fund may enter into transactions with any Affiliate of the 4M Fund or of the Adviser, the Administrator, or the Custodian or of any Trustee, officer, director or employee of the 4M Fund or with any Affiliate of an agent of the 4M Fund or of the Adviser, the Administrator, or the Custodian if (i) each such transaction (or type of transaction) had, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Trustees, including a majority of the Trustees who are not Affiliates of any Person (other than the 4M Fund) who is a party to the transaction or transactions with the 4M Fund and (ii) such transaction (or type of transaction) is, in the opinion of the Trustees, on terms fair and reasonable to the 4M Fund and the Participants and at least as favorable to them as similar arrangements for comparable transactions (of which the Trustees have knowledge) with organizations unaffiliated with the 4M Fund or with the Person who is a party to the transaction or transactions with the 4M Fund.

(b) Except as otherwise provided in this Declaration of Trust or in the Laws of the State of Minnesota, in the absence of fraud, a contract, act or other transaction between the 4M Fund and any other Person, or in which the 4M Fund is interested, is valid and no Trustee, officer, employee or agent of the 4M Fund shall have any liability as a result of entering into any such contract, act or transaction even though (i) one or more of the Trustees, officers, employees or agents of such other Person, or (ii) one or more of the Trustees, officers, employees, or agents of the 4M Fund, individually or jointly with or affiliated with, such contract, act or transaction, provided that (i) such interest or affiliation is disclosed to the Trustees and the Trustees authorize such contract, act or other transaction by a vote of a majority of the unaffiliated Trustees, or (ii) such interest or affiliation is disclosed to the Participants, and such contract, act or transaction is

approved by a majority of the Participants.

(c) Any Trustee or officer, employee, or agent of the 4M Fund may, in his personal capacity, or in a capacity as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of any Person, have business interests and engage in business activities in addition to those relating to the 4M Fund, which interests and activities may be similar to those of the 4M Fund and include the acquisition, syndication, holding, management, operation or disposition of securities, investments and funds, for his own account or for the account of such Person. Each Trustee, officer, employee and agent of the 4M Fund shall be free of any obligation to present to the 4M Fund any investment opportunity which comes to him in any capacity other than solely as Trustee, officer, employee or agent of the 4M Fund, even if such opportunity is of a character which, if presented to the 4M Fund, could be taken by the 4M Fund.

(d) Subject to the provisions of Article III hereof, any Trustee or officer, employee or agent of the 4M Fund may be interested as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of, or otherwise have a direct or indirect interest in, any Person who may be engaged to render advice or services to the 4M Fund, and may receive compensation from such Person as well as compensation as Trustee, officer, employee or agent of the Fund or otherwise hereunder. None of the activities and interests referred to in this paragraph (d) shall be deemed to conflict with his duties and powers as Trustee, officer, employee or agent of the 4M Fund.

(e) To the extent that any other provision of this Declaration of Trust conflicts with, or is otherwise contrary to the provisions of, this Section 2.14, the provisions of this Section 2.14 shall be deemed controlling.

(f) Notwithstanding the foregoing provisions of this Section 2.14, the Trustees shall not have the power to engage in any transaction with any Affiliate that would be inconsistent with the Laws of the State of Minnesota concerning conflicts of interest, including, but not limited to, Minnesota Statutes, Sections 471.87 and 471.88, or any other Law limiting the Participants' power to enter into such transaction, and the By-Laws of the 4M Fund may contain provisions more restrictive than those set forth in this Section 2.14.

2.15 Investment Program. The Trustees shall use their best efforts to obtain through the Adviser or other qualified Persons a continuing and suitable investment program, consistent with the investment policies and objectives of the 4M Fund set forth in Article IV of this Declaration of Trust, and the Trustees shall be responsible for reviewing and approving or rejecting the investment program presented by the Adviser or such other Persons. Subject to the provisions of Section 2.7 and Section 3.1 hereof, the Trustees may delegate functions arising under this Section 2.15 to one or more of their number or to the Adviser.

2.16 Power to Contract, Appoint, Retain and Employ.

(a) Subject to the provisions of Section 2.7 and Section 3.1 hereof with respect to delegation of authority by the Trustees, the Trustees shall have full and complete power to appoint, employ, retain, or contract with any Person of suitable qualifications and high repute (including one or more of themselves and any corporation, partnership, trust or other entity of which one or more of them may be an Affiliate, subject to the applicable requirements of Section 2.14 hereof) as the Trustees may deem necessary, or desirable for the transaction of the affairs of the 4M Fund, including any Person or Persons who, under the supervision of the Trustees, may, among other things: (i) serve as the 4M Fund's investment adviser and consultant in connection with policy decisions made by the Trustees; (ii) serve as the 4M Fund's administrator or co-administrators; (iii)

furnish reports to the Trustees and provide research, economic and statistical data in connection with the 4M Fund's investments; (iv) act as consultants, accountants, technical advisers, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositaries, custodians or agents for collection, insurers or insurance agents, registrars for Shares or in any other capacity deemed by the Trustees to be necessary or desirable; (v) investigate, select, and, on behalf of the 4M Fund, conduct relations with Persons acting in such capacities and pay appropriate fees to, and enter into appropriate contracts with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold, or otherwise disposed of, or committed, negotiated, or contemplated to be acquired, sold or otherwise disposed of; (vi) substitute any other Person for any such Person, (vii) act as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; and (viii) assist in the performance of such ministerial functions necessary in the management of the 4M Fund as may be agreed upon with the Trustees.

(b) The manner of employing, engaging, compensating, transferring, or discharging any Person as an employee of the 4M Fund shall be subject to Minnesota Law. For purposes of the preceding sentence, "employee of the 4M Fund" shall not include independent contractors such as the Adviser, the Administrator, the Custodian, counsel or independent accountants and their respective employees.

2.17 Insurance. The Trustees shall have full and complete power to purchase and pay for, entirely out of 4M Fund Property, insurance policies insuring the 4M Fund and the Trustees, officers, employees and agents of the 4M Fund individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by the 4M Fund or any such Person as Trustee, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not the 4M Fund would have the power to indemnify such Person against such liability.

2.18 Seal. The Trustees shall have full and complete power to adopt and use a seal for the 4M Fund, but, unless otherwise required by the Trustees, it shall not be necessary for the seal to be placed on, and its absence shall not impair the validity of, any document, instrument or other paper executed and delivered by or on behalf of the 4M Fund.

2.19 Indemnification. In addition to the mandatory indemnification provided for in Section 5.3 hereof, the Trustees shall have full and complete power, to the extent permitted by applicable Laws, to indemnify or enter into agreements with respect to indemnification with any Person with whom the 4M Fund has dealings, including, without limitation, the Adviser, the Administrator, and the Custodian, to such extent as the Trustees shall determine.

2.20 Remedies. Notwithstanding any provision in this Declaration of Trust, when the Trustees deem that there is a significant risk that an obligor to the 4M Fund may default or is in default under the terms of any obligation to the 4M Fund, the Trustees shall have full and complete power to pursue any remedies permitted by Law which, in their sole judgment, are in the interests of the 4M Fund, and the Trustees shall have full and complete power to enter into any investment, commitment or obligation of the 4M Fund resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

2.21 Information Statement. The Trustees shall have full and complete power to prepare, publish and distribute an Information Statement regarding the 4M Fund and to amend or supplement the same from time to time.

2.22 Further Powers. The Trustees shall have full and complete power to take all such actions, do all such matters and things and execute all such instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the 4M Fund although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interests of the 4M Fund made by the Trustees in good faith shall be conclusive. In construing the provisions of this Declaration of Trust, the presumption shall be in favor of a grant of power to the Trustees. The Trustees shall not be required to obtain any court order to deal with the 4M Fund Property.

2.23 Compliance with Laws. The Trustees shall at all times exercise all powers granted hereunder in compliance with, and the operations of the 4M Fund shall at all times be conducted in accordance with, the applicable Laws of the State of Minnesota.

2.24 Tax or Aid or Revenue Anticipation Borrowing. Notwithstanding the provisions of Section 2.10 or 4.2 or any other provision of this Declaration, the Trustees shall have full and complete power to borrow money or incur indebtedness as a part of a program of tax or aid or revenue anticipation borrowing by Participant Municipalities. They shall have the power to issue such obligations on behalf of the Participants, coordinate the issuance of such obligations by the Participants, to become members of joint powers entities authorized to issue or coordinate the issuance of such obligations, or to enter into contracts or agreements of any nature authorized by law related to the issuance of such obligations. The assets of the 4M Fund itself shall not be pledged by the Trustees to the repayment of any portion of such borrowing and any obligations issued shall not constitute a debt of the 4M Fund, shall not be payable from or be a charge upon any assets of the 4M Fund, shall not give rise to any pecuniary liability of the 4M Fund, and shall not be enforceable against any property of the 4M Fund, other than amounts received from participating Municipalities in connection with that anticipation borrowing program which are pledged to the repayment of the borrowing or obligations. The Trustees shall have such powers as necessary to conduct or participate in such anticipation borrowing programs as approved by the Trustees, including a program of investment of obligation proceeds.

ARTICLE III

Technical Advisory Board, Investment Adviser, Administrator, and Custodian

3.1 Appointment. The Trustees are responsible for the general investment policy and program of the 4M Fund and for the general supervision and administration of the business and affairs of the 4M Fund conducted by the officers, agents, employees, investment advisers, administrators, or independent contractors of the 4M Fund. The Trustees are not required personally to conduct all of the routine business of the 4M Fund and, consistent with their ultimate responsibility as stated herein, the Trustees may appoint, employ or contract with an Adviser as an investment adviser to the Trustees, an Administrator as an administrator for the 4M Fund and a Custodian. The trustees may grant or delegate such authority to the Adviser and the Administrator (pursuant to the terms of Section 2.16 hereof) or to any other Person the services of whom are obtained by the Adviser or the Administrator, as the Trustees may, in their sole discretion, deem to be necessary or desirable, for the efficient management of the 4M Fund, without regard to whether such authority is normally granted or delegated by trustees or other fiduciaries. The Trustees may appoint one or more persons to serve jointly as Co-Advisers and one or more persons to serve jointly as Co-Administrators. The same person may serve simultaneously as the Administrator and as the Adviser, but no person serving as the Administrator or as the Adviser may serve as the Custodian. Piper Capital Management, Inc., a subsidiary of Piper Jaffray, Inc., a corporation organized and existing under the Laws of the State of Delaware, is appointed as the initial

Administrator and Adviser for the 4M Fund. Marquette Bank Minneapolis is appointed as the initial Custodian for the 4M Fund. The Trustees shall appoint a Technical Advisory Board to assist the Trustees in the development of policies and the overseeing and reviewing of the activities of the 4M Fund. The Technical Advisory Board shall be made up of such individuals as the Trustees deem advantageous to the Fund. The composition of the Technical Advisory Board may be changed from time to time in the discretion of the Trustees.

3.2 Duties of the Adviser. The duties of the Adviser shall be those set forth in the Investment Advisory Agreement to be entered into between the 4M Fund and the Adviser. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement. Subject to Article IV hereof, the Trustees may authorize the Adviser to effect purchases, sales, or exchanges of 4M Fund Property on behalf of the Trustees or may authorize any officer, employee, agent or Trustee to effect such purchases, sales, or exchanges pursuant to recommendations of the Adviser, all without further action by the Trustees. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by all the Trustees. The Investment Advisory Agreement may authorize the Adviser to employ other persons to assist it in the performance of its duties. The Investment Advisory Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the 4M Fund on sixty (60) days written notice to the Adviser.

3.3 Duties of the Administrator. The duties of the Administrator shall be those set forth in the Administration Agreement to be entered into between the 4M Fund and the Administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administration Agreement. The Administration Agreement may authorize the Administrator to employ other persons to assist it in the performance of its duties. The Administration Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the 4M Fund on sixty (60) days written notice to the Administrator.

3.4 Duties of Custodian. The duties and qualifications of the Custodian shall be those set forth in Article 11 herein.

3.5 Successors. In the event that, at any time, the position of Adviser, Administrator, or Custodian shall become vacant for any reason, the Trustees may appoint, employ or contract with a successor Adviser, Administrator, or Custodian. A predecessor shall assist and cooperate with the 4M Fund in the smooth and orderly transition in the event a successor Adviser, Administrator, or Custodian is appointed for any reason.

ARTICLE IV

Investments

4.1 Statement of Investment Policy and Objective. Subject to the prohibitions and restrictions contained in Section 4.2 hereof, the general investment policy and objective of the Trustees shall be to provide to the Participants of the 4M Fund the highest possible investment yield, while maintaining liquidity and preserving capital by investing in Permitted Investments in accordance with applicable provisions of Law, as may be set forth more fully in the 4M Fund's Information Statement, as the same may be amended from time to time.

4.2 Restrictions Fundamental to the 4M Fund. Notwithstanding anything in this Declaration of Trust which may be deemed to authorize the contrary, the 4M Fund:

(i) May not make any investment other than investments authorized by the provisions of Law applicable to the investment of funds by the Participants, as the same may be amended from time to time;

(ii) May not purchase any Permitted Investment which has a maturity date more than one year from the date of the 4M Fund's purchase thereof, unless subject, at the time of such purchase by the 4M Fund, to an irrevocable agreement on the part of a Responsible Person to purchase such Permitted Investment from the 4M Fund within one (1) year;

(iii) May not purchase any Permitted Investment if the effect of such purchase by the 4M Fund would be to make the average dollar weighted maturity of the 4M Fund's investment portfolio greater than ninety (90) days, provided, however, that in making such determination any Permitted Investment which is subject to an irrevocable agreement of the nature referred to in the preceding clause (ii) shall be deemed to mature on the day on which the 4M Fund is obligated to sell such Permitted Investment back to a Responsible Person or the day on which the 4M Fund may exercise its rights under such agreement to require the purchase of such Permitted Investment by a Responsible Person;

(iv) May not borrow money or incur indebtedness except to facilitate as a temporary measure:

(a) withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments;

(b) for a period not to exceed one business day, withdrawal requests pending receipt of collected funds from investments sold on the date of the withdrawal requests or withdrawal requests from Participants who have notified the 4M Fund of their intention to deposit funds in their accounts on the date of the withdrawal requests; or

(c) for a period not to exceed one business day, the purchase of Permitted Investments pending receipt of collected funds from Participants who have notified the 4M Fund of their intention to deposit funds in their accounts on the date of the purchase of the Permitted Investments;

(v) May not make loans, provided that the 4M Fund may make Permitted Investments;

(vi) May not hold or provide for the custody of any 4M Fund Property in a manner not authorized by Law or by any institution or Person not authorized by Law;

(vii) Except as permitted by Section 2.2(b)(ii) hereof, may not purchase securities or shares of investment companies or any entities similar to the 4M Fund; and

(viii) May not pledge assets except to secure indebtedness permitted by (iv) of this Section 4.2; however in the case of indebtedness secured under Section 4.2(iv)(b) or (c) hereof, it may pledge assets only to the extent of the actual funds in the account of a participant on whose behalf the permitted indebtedness was incurred plus an amount equal to that amount which that Participant has notified the 4M Fund that it intends to deposit in its account on that date.

For the purposes of this Section 4.2, the phrase "Responsible Person" shall mean a person with which the 4M Fund is authorized to enter into agreements pursuant to Section 2.2(b)(vii) hereof.

4.3 Amendment of Restrictions. The restrictions set forth in Section 4.2 hereof are fundamental to the operation and activities of the 4M Fund and may not be changed without the affirmative vote of a majority of the Participants entitled to vote, except that such restrictions may be changed by the Trustees so as to make them more restrictive when necessary to conform the investment program and activities of the 4M Fund to the Laws of the State of Minnesota and the United States of America as they may from time to time be amended.

ARTICLE V

Limitations of Liability

5.1 Liability to Third Persons. No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise to any other Person or Persons in connection with 4M Fund Property or the affairs of the 4M Fund; and no Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund shall be subject to any personal liability whatsoever in tort, contract or otherwise, to any other Person or Persons in connection with 4M Fund Property or the affairs of the 4M Fund, except that each shall be personally liable for his bad faith, willful misconduct, gross negligence or reckless disregard of his duties or for his failure to act in good faith in the reasonable belief that his action was in the best interests of the 4M Fund and except that the Investment Advisory Agreement and the Administration Agreement shall provide for the personal liability of the Adviser or the Administrator, as the case may be, for its willful or negligent failure to take reasonable measures to restrict investments of 4M Fund Property to those permitted by Law and this Declaration of Trust.

5.2 Liability to the 4M Fund or to the Participants. No Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund shall be liable to the 4M Fund or to any Participant, Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund for any action or failure to act (including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for his own bad faith, willful misfeasance, gross negligence or reckless disregard of his duties and except that the Investment Advisory Agreement and the Administration Agreement shall provide for the personal liability of the Adviser or the Administrator, as the case may be, for its willful or negligent failure to take reasonable measures to restrict investments of 4M Fund Property to those permitted by Law and this Declaration of Trust; provided, however, that the provisions of this Section 5.2 shall not limit the liability of any agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund with respect to breaches by it of a contract between it and the 4M Fund.

5.3 Indemnification.

(a) The 4M Fund shall indemnify and hold each Participant harmless from and against all claims and liabilities, whether they proceed to judgment or are settled or otherwise brought to a conclusion, to which such Participant may become subject by reason of its being or having been a Participant, and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability. The rights accruing to a Participant under this Section 5.3 shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of the 4M Fund to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.

(b) The 4M Fund shall indemnify each of its Trustees and officers, and employees and agents (including, without limitation, the Adviser, the Administrator and the Custodian) designated by the Board of Trustees to receive such indemnification, against all liabilities and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees) reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding by the 4M Fund or any other Person, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian), except as to any matter as to which he acted in bad faith or with willful misfeasance or reckless disregard of his duties or gross negligence; in addition, in the case of the Adviser, Administrator, or the Custodian in willful or negligent violation of the restrictions on investments of the 4M Fund Property; provided, however, that the provisions of this Section 5.3 shall not be construed to permit the indemnification of any agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund with respect to breaches by it of a contract between it and the 4M Fund; and further provided, however, that as to any matter disposed of by a compromise payment by such Trustee, officer, employee or agent (including the Adviser, Administrator or the Custodian), pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless: 1) The 4M Fund receives a written opinion from independent counsel approved by the Trustees to the effect that if the matter had been adjudicated, the defenses that could have been presented on behalf of such Trustee, officer, employee or agent (including the Adviser, the Administrator or the Custodian), were meritorious; and 2) If in the opinion of the Board of Trustees, the Trustee, officer, employee or agent (including the Adviser, the Administrator or the Custodian) were not acting in bad faith or with willful misfeasance or reckless disregard of their duties or gross negligence. The rights accruing to any Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) under the provisions of this paragraph (b) of this Section 5.3 shall not exclude any other right to which he may be lawfully entitled; provided, however, that no Trustee, officer, employee or agent may satisfy any right of indemnity or reimbursement granted herein or to which he may be otherwise entitled except out of the 4M Fund Property, and no Participant shall be personally liable to any Person with respect to any claim for indemnity or reimbursement or otherwise. The Trustees may make advance payments in connection with indemnification under this paragraph (b) of this Section 5.3, provided that the indemnified Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) shall have given a written undertaking to reimburse the 4M Fund in the event that it is subsequently determined that he is not entitled to such indemnification.

(c) Any action taken by, or conduct on the part of, the Adviser, the Administrator, a Trustee, an officer, an employee or an agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund in conformity with, or in good faith reliance upon, the provisions of Section 2.14 or Section 5.7 hereof shall not, for the purpose of this Declaration of Trust (including, without limitation, Sections 5.1 and 5.2 and this Section 5.3) constitute bad faith, willful misfeasance, gross negligence or reckless disregard of his duties.

5.4 Surety Bonds. ~~No Trustee shall,~~ as such, be obligated to give any bond or surety or other security for the performance of any of his duties.

5.5 Apparent Authority. No purchaser, seller, transfer agent or other Person dealing with the Trustees or any officer, employee or agent of the 4M Fund shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustees or by such officer, employee or agent or make inquiry concerning or be liable for the application of

money or property paid, transferred or delivered to or on the order of the Trustees or of such officer, employee or agent.

5.6 Recitals. Any written instrument creating an obligation of the 4M Fund shall be conclusively taken to have been executed by a Trustee or an officer, employee or agent of the 4M Fund only in his capacity as a Trustee under this Declaration of Trust or in his capacity as an officer, employee or agent of the 4M Fund. Any written instrument creating an obligation of the 4M Fund shall refer to this Declaration of Trust and contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, Participants, officers, employees or agents of the 4M Fund, and that only the 4M Fund Property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; provided, however, that the omission of any recital pursuant to this Section 5.6 shall not operate to impose personal liability on any of the Trustees, Participants, officers, employees or agents of the 4M Fund.

5.7 Reliance on Experts, Etc. Each Trustee and each officer of the 4M Fund shall, in the performance of his duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the 4M Fund, upon an opinion of counsel or upon reports made to the 4M Fund by any of its officers or employees or by the Adviser, the Administrator, the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees or officers of the 4M Fund.

5.8 Liability Insurance. The Trustees shall maintain insurance for the protection of the 4M Fund Property and the Trustees, Participants, officers, employees and agents (not including Advisor, Administrator, or Custodian) of the 4M Fund in such amount as the Trustees shall deem adequate to cover all foreseeable tort and contract liability to the extent available at reasonable rates.

5.9 No Waiver. Nothing in this Declaration of Trust shall be construed as constituting the waiver of any immunity from liability available to the 4M Fund or the Trustees, Participants, officers, employees or agents of the 4M Fund pursuant to any applicable provision of Law.

ARTICLE VI

Interests of Participants

6.1 General. The beneficial interest of the Participants hereunder in the 4M Fund Property and the earnings thereon shall, for convenience of reference, be divided into Shares, which shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interest hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interest among the Participants is unlimited. All Shares shall be of one class representing equal distribution, liquidation and other rights. The beneficial interest hereunder measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the 4M Fund or the 4M Fund Property. Title to the 4M Fund Property of every description and the right to conduct any affairs hereinbefore described are vested in the Trustees on behalf and for the beneficial interest, of the Participants, and the Participants shall have no interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights, or interests of the 4M Fund nor can they be called upon to share or assume any losses of the 4M Fund or suffer an

assessment of any kind by virtue of the allocation of Shares to them, except as provided in Section 10.2 hereof.

6.2 Allocation of Shares

(a) The Trustees shall credit a Participant with additional Shares upon receipt of funds (including, without limitation, income from the investment of 4M Fund Property) for the account of such Participant, based on the net asset value per Share as determined pursuant to Section 10.1 hereof. In connection with any allocation of Shares, the Trustees may allocate fractional Shares. The Trustees may from time to time adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the 4M Fund. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share as set forth in Section 10.2 hereof. Shares shall be allocated and reduced in numbers as whole Shares and/or one hundredths (1/100ths) of a Share or multiples thereof.

(b) Shares may be allocated only to a Municipality which has become a Participant of the 4M Fund in accordance with Section 1.2 hereof. Each Participant may establish more than one account within the 4M Fund for such Participant's convenience.

(c) The minimum amount of funds which may be placed in the 4M Fund by a Participant at any one time shall be as determined by the Trustees from time to time. Unless otherwise determined by the Trustees pursuant to this paragraph (c) of this Section 6.2, the minimum amount of funds which may be placed in the 4M Fund by a Participant at any one time shall be One Dollar (\$1.00).

6.3 Evidence of Share Allocation. Evidence of Share allocation shall be reflected in the Share Register maintained by or on behalf of the 4M Fund pursuant to Section 7.1 hereof, and the 4M Fund shall not be required to issue certificates as evidence of Share allocation.

6.4 Reduction in Number of Shares to Maintain Constant Net Asset Value. The Shares of the 4M Fund shall be subject to reduction in number pursuant to the procedure for reduction of outstanding Shares set forth in Section 10.2 hereof in order to maintain the constant net-asset value per Share.

6.5 Withdrawals. Funds may be withdrawn from the 4M Fund at the option of a Participant, upon and subject to the terms and conditions provided in this Declaration of Trust. The 4M Fund shall, upon application of any Participant, promptly pay to such Participant the amount requested and shall reduce the number of Shares allocated to such Participant to the number of Shares which shall reflect such Participant's proportionate interest in the net assets of the 4M Fund after such withdrawal of funds. The procedures for effecting a withdrawal shall be as adopted by the Trustees and as set forth in the Information Statement of the 4M Fund, as the same may be amended from time to time; provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the 4M Fund.

6.6 Suspension of Right of Withdrawal; Postponement of Payment. Each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of withdrawal or postpone the date of payment pursuant to withdrawal requests for the whole or any part of any period (i) during which there shall have occurred any state of war, national emergency, banking moratorium or suspension of payments by banks in the State of Minnesota or any general suspension of trading or limitation of prices on the New York or American Stock Exchange (other than customary week-end

and holiday closing) or (ii) during which any financial emergency situation exists as a result of which disposal by the 4M Fund of 4M Fund Property is not reasonably practicable because of the substantial losses which might be incurred or it is not reasonably practicable for the 4M Fund fairly to determine the value of its net assets. Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder as measured by its Shares or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of withdrawal or payment until the Trustees shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in clause (i) or (ii) above shall have expired (as to which, the determination of the Trustees shall be conclusive). In the case of a suspension of the right of withdrawal or a postponement of payment pursuant to withdrawal requests, a Participant may either (i) withdraw its request for withdrawal or (ii) receive payment based on the net asset value existing after the termination of the suspension.

6.7 Minimum Withdrawal. There shall be no minimum amount which may be withdrawn from the 4M Fund at any one time at the option of a Participant; provided, however, that no request by a Participant for the withdrawal of less than one dollar (\$1.00) need be honored.

6.8 Defective Withdrawal Requests. In the event that a Participant shall submit a request for the withdrawal of a greater amount than is then credited to the account of such Participant, such request shall not be honored, and each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees shall have full and complete power to withdraw funds from the account of a Participant, and to reduce proportionately the number of Shares allocated to such Participant in accordance with Section 6.5 hereof, in an amount sufficient to reimburse the 4M Fund for any fees, expenses, costs or penalties actually incurred by the 4M Fund as a result of such defective withdrawal request.

6.9 Allocation of Certain Expenses. Each Participant will, at the discretion of the 4M Fund, indemnify the 4M Fund against all expenses and losses resulting from indebtedness incurred on that Participant's behalf under Section 4.2(iv)(b) or (c) hereof. Each Participant authorizes the Trustees to reduce its Shares to the number of Shares which reflects that Participant's proportionate interest in the net assets of the 4M Fund after allocation of those expenses and losses to it.

ARTICLE VII

Record of Shares

7.1 Share Register. The Share Register shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain (i) the names and addresses of the Participants, (ii) the number of Shares representing their respective beneficial interests hereunder and (iii) a record of all allocations and reductions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares is recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Fund as shall keep the Share Register for entry

thereon.

7.2 Registrar. The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees, the Share Register shall be kept by the Administrator which shall serve as the registrar for the 4M Fund. The registrar shall record the original allocations of Shares in the Share Register. Such registrar shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation, except as such duties may be modified by the Trustees.

7.3 Owner of Record. No Person becoming entitled to any Shares in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise, by operation of Law, shall be recorded as the Participant to which such Shares are allocated and shall only be entitled to receive for such Shares the amount credited to the account of the Participant whose beneficial interest in the 4M Fund is represented by such Shares. Until the Person becoming entitled to receive such amount shall apply for the payment thereof and present any proof of such entitlement as the Trustees may in their sole discretion deem appropriate, the Participant of record to which such Shares are allocated shall be deemed to be the Participant to which such Shares are allocated for all purposes hereof, and neither the Trustees nor the registrar nor any officer or agent of the 4M Fund shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.

7.4 No Transfers of Shares. The beneficial interests measured by the Shares shall not be transferrable, in whole or in part, other than to the 4M Fund itself for purposes of effectuating a withdrawal of funds.

7.5 Limitation of Fiduciary Responsibility. The Trustees shall not, nor shall the Participants or any officer, registrar or other agent of the 4M Fund, be bound to see to the execution of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Shares or any interest therein are subject, or to ascertain or inquire whether any withdrawal of funds by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any Person as having any interest therein except the Participant recorded as the Participant to which such Shares are allocated. The receipt of the Participant in whose name any Share is recorded or of the duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.

7.6 Notices. Any and all notices to which Participants hereunder may be entitled and any and all communications shall be deemed duly served or given if mailed, postage pre-paid, addressed to Participants of record at their last known post office addresses as recorded on the Share Register provided for in Section 7.1 hereof.

ARTICLE VIII

Participants

8.1 Voting. Each Participant shall be entitled to one vote as a matter of right with respect to the following matters: (i) amendment of this Declaration of Trust or termination of the 4M Fund as provided in Section 4.3 and Section 13.1 hereof; and (ii) reorganization of the 4M Fund as provided in Section 13.2 hereof. If shall not be necessary for any minimum number of Shares to be allocated to a Participant for the Participant to be entitled to vote. Participants shall not be entitled to cumulative voting with respect to any matter.

8.2 Right to Initiate a Vote of the Participants. The Participants shall, by an instrument or concurrent instruments in writing delivered to the Board of Trustees signed by at least ten percent (10%) of the Participants, have the right to initiate a vote of the Participants as to any matter described in clause (i) or clause (ii) of Section 8.1 hereof. Within twenty (20) days of receipt of such instrument or instruments, the Board of Trustees shall cause a ballot to be sent to each Participant, setting forth the matter to be voted on and the manner in which such ballots should be executed and delivered.

8.3 Inspection of Records. The records of the 4M Fund shall be open to inspection at all reasonable times pursuant to Minnesota Statutes, Chapter 13.

8.4 Meetings of Participants.

(a) Meetings of the Participants may be called at any time by a majority of the Trustees and shall be called by any Trustee upon written request of not less than ten percent (10%) of the Participants, such request specifying the purpose or purposes for which such meeting is to be called. Any such meeting shall be held within the State of Minnesota at such place, on such day and at such time as the Trustees shall designate.

(b) A majority of the Participants entitled to vote at such meeting present in person (including, if permitted by applicable Law, participation by conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other) or by proxy shall constitute a quorum at any meeting of Participants.

8.5 Notice of Meetings and Votes. Notice of all meetings of the Participants, stating the time, place and purposes of the meeting, and notice of any vote without a meeting, stating the purpose and method thereof shall be given by the Trustees by mail to each Participant at its registered address, mailed at least ten (10) days and not more than thirty (30) days before the meeting or the day by which votes must be cast. Only the business stated in the notice of a meeting shall be considered at such meeting. Any adjourned meeting may be held as adjourned without further notice. Any notice required by any "open meeting", "sunshine" or similar law, whether now or hereafter in effect, shall also be given.

8.6 Record Date for Meetings and Votes. For the purposes of determining the Participants that are entitled to vote or act at any meeting or any adjournment thereof, or who are entitled to participate in any vote, or for the purpose of any other action, the Trustees may from time to time fix a date not more than thirty (30) days prior to the date of any meeting or vote of Participants or other action as a record date for the determination of Participants entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as Participants of record for purposes of such other action. Any Participant which was a Participant at the time so fixed shall be entitled to vote at such meeting or any adjournment thereof, or to cast a ballot in such vote, even though it then had no Shares allocated to it or has since that date redeemed its Shares. No Participant becoming such after that date shall be so entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as a Participant of record for purposes of such other action.

8.7 Proxies. At any meeting of Participants, if permitted by applicable Law, any Participant entitled to vote thereat may vote by proxy, provided that no proxy shall be voted at any meeting unless it shall have been placed on file with the Secretary of the 4M Fund, or with such other officer or agent of the 4M Fund as the Secretary of the 4M Fund may direct, for verification prior to the time at which such vote shall be taken. Pursuant to a resolution of a

majority of the Trustees, proxies may be solicited in the name of one or more of the officers of the 4M Fund. All proxies shall be revocable at the option of the Participant.

8.8 Number of Votes. Only Participants of record shall be entitled to vote and each Participant shall be entitled to one vote without regard to the number of Shares allocated to it, if any. A proxy purporting to be executed by or on behalf of a Participant shall be deemed valid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger.

8.10 Reports. The Trustees shall cause to be prepared at least annually (i) a report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the 4M Fund prepared in conformity with generally accepted accounting principals and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the 4M Fund made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Trustees within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed to all Participants of record within a reasonable period preceding the annual meeting or vote of the Participants. The Trustees shall, in addition, furnish to the Participants, at least quarterly, an interim report containing an unaudited balance sheet of the Fund as at the end of such quarterly period and statements of operations and changes in net assets for the period from the beginning of the then current fiscal year to the end of such quarterly period.

ARTICLE IX

Trustees and Officers

9.1 Number and Qualification.

(a) Subject to the power of the Participants to amend this Declaration of Trust, the Board of Directors of the League of Minnesota Cities shall act as the initial governing body of the 4M Fund and shall be the Board of Trustees. The by-laws and constitution of the League of Minnesota Cities shall govern the operation and make-up of the Trustees and Officers of the 4M Fund.

(b) The Trustees, in their capacity as Trustees, shall not be required to devote their entire time to the business and affairs of the 4M Fund.

(c) The Executive Director of the League of Minnesota Cities may be an ex officio non-voting member of the Board of Trustees.

9.2 Meetings.

(a) Meetings of the Trustees shall be held from time to time upon the call of the Chairman, the Vice Chairman, the Secretary or any two trustees. Regular meetings of the Trustees may be held without call or notice at a time and place fixed by the By-Laws or by resolution of the Trustees. Notice of any other meeting shall be mailed or otherwise given not less than 48 hours before the meeting but may be waived in writing by any Trustee either before or after such meeting. Any notice required by any "open meeting", "sunshine" or similar Law, whether now or hereafter in effect, shall also be given. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not

been lawfully called or convened. The Trustees may act with or, if permitted by applicable Law, without a meeting. A quorum for all meetings of the Trustees shall be a majority of the Trustees. Subject to Section 2.14 hereof and unless specifically provided otherwise in this Declaration of Trust, any action of the Trustees may be taken at a meeting by vote of a majority of the Trustees present (a quorum being present) or, if permitted by applicable Law, without a meeting, by written consents of a majority of the Trustees. Any agreement or other instrument or writing executed by one or more of the Trustees or by any authorized Person shall be valid and binding upon the Trustees and upon the 4M Fund when authorized or ratified by action of the Trustees as provided in this Declaration of Trust.

(b) Any committee of the Trustees may act with or without a meeting. A quorum for all meetings of any such committee shall be a majority of the members thereof. Notice of such meeting, including such notice as may be required by an "open meeting", "sunshine" or similar Law, shall be given as provided in Section 9.2(a). Unless otherwise specifically provided in this Declaration of Trust, any action of any such committee may be taken at a meeting by vote of a majority of the members present (a quorum being present) or, without a meeting, by written consent of a majority of the members.

(c) With respect to actions of the Trustees and any committee thereof, Trustees who are affiliated within the meaning of Section 2.14 hereof or otherwise interested in any action to be taken may be counted for quorum purposes under this Section 9.2 and shall be entitled to vote.

(d) All or any one or more Trustees may, if permitted by applicable Law, participate in a meeting of the Trustees or any committee thereof by utilizing conference telephone or similar communications equipment by means of which all persons participating in the meeting, including members of the public, can hear each other and participate in a meeting pursuant to such communications shall constitute presence in person at such meeting. The minutes of any meeting of Trustees held by utilizing such communications equipment shall be prepared in the same manner as those of a meeting of Trustees held in person.

9.3 Officers. The Officers of the 4M Fund shall be the same as the officers of the Board of Directors of the League of Minnesota Cities. The executive director of the League of Minnesota Cities shall act as secretary of the 4M Fund. The Trustees may elect or appoint, such other officers or agents, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate.

9.4 Committees. The Trustees may elect from time to time from their own number committees consisting of one or more persons, the number composing such committees and the powers conferred upon the same to be determined by vote of the Trustees.

9.5 Reports. The Trustees shall cause to be prepared at least annually (i) a report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the 4M Fund prepared in conformity with generally accepted accounting principles and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the 4M Fund made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Trustees within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed to all Participants of record within a reasonable period preceding the annual election of Trustees. The Trustees shall, in addition, furnish to the Participants, at least quarterly, an interim report containing an unaudited balance sheet of the 4M Fund as at the end of such quarterly period and statements of operations and changes in net assets for the period from

the beginning of the then current fiscal year to the end of such quarterly period.

ARTICLE X

Determination of Net Asset Value and Net Income; Distributions to Participants

10.1 Net Asset Value. The net asset value of each allocated Share of the 4M Fund shall be determined once on each business day at such time as the Trustees by resolution may determine. The method of determining net asset value shall be established by the Trustees and shall be set forth in the Information Statement as the same may be amended from time to time. The duty to make the daily calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate.

10.2 Constant Net Asset Value; Reduction of Allocated Shares.

(a) The Trustees shall have full and complete power to determine the net income (including unrealized gains and losses on the portfolio assets) of the 4M Fund once on each business day as provided in Section 10.1 hereof and, upon each such determination such net income shall be credited proportionately to the accounts of the Participants in such a manner, and with the result, that the net asset value per Share of the 4M Fund shall remain at a constant dollar value. The accounting method used for the determination of the net income of the 4M Fund and the crediting thereof proportionately to the respective accounts of the Participants shall be determined by the Trustees and shall be set forth in the Information Statement as the same may be amended from time to time. The duty to make the daily calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate. Fluctuations in value will be reflected in the number of Shares allocated to each Participant. If there is a net loss, the Trustees shall first offset such amount against income accrued to each Participant. To the extent that such a net loss exceeds such accrued income, the Trustees shall reduce the aggregate number of the 4M Fund's allocated Shares in an amount equal to the amount required in order to permit the net asset value per Share of the 4M Fund to be maintained at a constant dollar value by having each Participant contribute to the 4M Fund its pro rata portion of such number of Shares. Each Participant will be deemed to have agreed to such reduction in such circumstances by its investment in the 4M Fund and its adoption of this Declaration of Trust. The purpose of the foregoing procedure is to permit the net asset value per Share of the 4M Fund to be maintained at a constant dollar value per Share.

(b) The Trustees may discontinue or amend the practice of attempting to maintain the net asset value per Share at a constant dollar amount at any time and such modification shall be evidenced by appropriate changes in the Information Statement as the same may be amended from time to time.

10.3 Supplementary Distributions to Participants. In addition to withdrawals made at the request of individual Participants pursuant to Section 6.5 hereof, the Trustees may from time to time also declare and make to the Participants, in proportion to their respective allocation of Shares, out of the earnings, profits or assets in the hands of the Trustees, such supplementary distributions and the determination of earnings, profits, and other funds and assets available for supplemental distributions and other purposes shall lie wholly in the discretion of the Trustees and may be made at such time and in such manner as the Trustees may in their sole discretion from time to time determine. Any or all such supplementary distributions may be made among the Participants of record at the time of declaring a distribution or among the Participants of record at such other date as the Trustees shall determine.

10.4 Retained Reserves. The Trustees may retain from the gross income of the 4M Fund such amount as they may deem necessary to pay the debts and expenses of the 4M Fund and to meet other obligations of the 4M Fund, and the Trustees shall also have the power to establish such reasonable reserves as they believe may be required.

ARTICLE XI

Custodian

11.1 Duties. The Trustees shall employ a bank or trust company organized under the Laws of the United States of America or the State of Minnesota having an office in the State of Minnesota and having a capital and surplus aggregating at least twenty-five million dollars (\$25,000,000) as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in the By-Laws of the 4M Fund to perform the duties set forth in the Custodian Agreement to be entered into between the 4M Fund and the Custodian, or as may be imposed by Law.

11.2 Appointment. The Trustees shall have the power to select and appoint the Custodian for the 4M Fund. The Custodian Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the 4M Fund on sixty (60) days' written notice to the Custodian.

11.3 Custodian Agreement. In addition to containing such other provisions as the Trustees may deem appropriate, the Custodian Agreement shall provide that all investments constituting 4M Fund Property shall be held in safekeeping in the manner required by Law, including, without limitation, Minnesota Statutes, Section 475.66, Subdivision 2.

11.4 Agents of Custodian. The Trustees may also authorize the Custodian to employ one or more agents from time to time to perform such of the acts and services of the Custodian and upon such terms and conditions, as may be agreed upon between the Custodian and such agent and approved by the Trustees; provided, however, that, in every case, such agent shall be a bank or trust company organized under the Laws of the United States of America or one of the States thereof having capital and surplus aggregating at least twenty-five million dollars (\$25,000,000).

11.5 Successors. In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Trustees shall appoint a successor thereto.

11.6 Custodian as Depository for Participants. Each Participant hereby designates the Custodian as a depository for funds of the Participant.

ARTICLE XII

Recording of Declaration of Trust

12.1 Recording. This Declaration of Trust and any amendment hereto shall be filed,

recorded or lodged as a document of public record in such place or places and with such official or officials as may be required by Law or as the Trustees may deem desirable. Each amendment so filed, recorded or lodged shall be accompanied by a certificate signed and acknowledged by a Trustee stating that such action was duly taken in the manner provided for herein; and unless such amendment or such certificate sets forth some earlier or later time for the effectiveness of such amendment, such amendment shall be effective upon its filing. An amended Declaration of Trust, containing or restating the original Declaration and all amendments theretofore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Declaration of Trust and the various amendments thereto. Notwithstanding the foregoing provisions of this Section 12.1, no filing or recordation pursuant to the terms of this Section 12.1 shall be a condition precedent to the effectiveness of this Declaration of Trust or any amendment hereto.

ARTICLE XIII

Amendment or Termination of 4M Fund; Duration of Fund

13.1 Amendment or Termination.

(a) The provisions of this Declaration of Trust may be amended or altered (except as to the limitations on personal liability of the Participants and Trustees and the prohibition of assessments upon Participants), or the 4M Fund may be terminated, at any meeting of the Participants or pursuant to any vote of the Participants called for that purpose, by the affirmative vote of a majority of the Participants entitled to vote, or if permitted applicable Law, by an instrument or instruments in writing, without a meeting, signed by a majority of the Trustees and a majority of the Participants; provided, however, that the Trustees may, from time to time by a two-thirds vote of the Trustees, and after fifteen (15) days' prior written notice to the Participants, amend or alter the provisions of this Declaration of Trust, without the vote or assent of the Participants, amend or alter the provisions of this Declaration of Trust, without the vote or assent of the Participants, to the extent deemed by the Trustees in good faith to be necessary to conform this Declaration to the requirements of applicable Laws or regulations or any interpretation thereof by a court or other governmental agency or competent jurisdiction, but the Trustees shall not be liable for failing to do so. Notwithstanding the foregoing, (i) no amendment may be made pursuant to this Section 13.1 which would change any rights with respect to any allocated Shares of the 4M Fund by reducing the amount payable thereon upon liquidation of the 4M Fund or which would diminish or eliminate any voting rights of the Participants, except with the vote or written consent of two-thirds of the Participants entitled to vote thereon; and (ii) no amendment may be made which would cause any of the investment restrictions contained in Section 4.2 hereof to be less restrictive without the affirmative vote of a majority of the Participants entitled to vote thereon.

(b) Upon the termination of the 4M Fund pursuant to this Section 13.1:

(i) The 4M Fund shall carry on no business except for the purpose of winding up its affairs;

(ii) The Trustees shall proceed to wind up the affairs of the 4M Fund and all of the powers of the Trustees under this Declaration of Trust shall continue until the affairs of the 4M Fund shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the 4M Fund, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining 4M Fund Property to one or more persons

at public or private sale for consideration which may consist in whole or in part of cash, securities or the property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its affairs; provided, however, that any position of all or substantially all of the 4M Fund Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Participants entitled to vote thereon; and

(iii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements, as they deem necessary for their protection, the Trustees may distribute the remaining 4M Fund Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(c) Upon termination of the 4MFund and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the 4M Fund an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be cancelled and discharged.

(d) A certification in recordable form signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Participants or by the Trustees as aforesaid or a copy of the Declaration, as amended, in recordable form, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

13.2 Power to Effect Reorganization. If permitted by applicable Law, the Trustees, by vote or written approval of a majority of the Trustees, may select, or direct the organization of, a corporation, association, trust or other Person with which the 4M Fund may merge, or which shall take over the 4M Fund Property and carry on the affairs of the 4M Fund, and after receiving an affirmative vote of not less than a majority of the Participants entitled to vote at any meeting of the Participants, the notice for which includes a statement of such proposed action, the Trustees may effect such merger or may sell, convey and transfer the 4M Fund Property to any such corporation, association, trust or other Person in exchange for cash or shares or securities thereof, or beneficial interest therein with the assumption by such transferee of the liabilities of the 4M Fund; and thereupon the Trustees shall terminate the 4M Fund and deliver such cash, shares, securities or beneficial interest ratably among the participants of this 4M Fund.

13.3 Duration. The 4M Fund shall continue in existence in perpetuity, subject in all respects to the provisions of the Article XIII. ✓

ARTICLE XIV

Miscellaneous

14.1 Governing Law. This Declaration of Trust is executed by the Initial Participants and delivered in the State of Minnesota and with reference to the Laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the Laws of said State of Minnesota.

14.2 Counterparts. This Declaration of Trust may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

14.3 Reliance by Third Parties. Any certificate executed by an individual who, according to the records of the 4M Fund, or of any official or public body or office in which this Declaration of Trust may be recorded, appears to be a Trustee hereunder or the Secretary or the Treasurer of the 4M Fund, certifying to: (i) the number or identity of Trustees or Participants; (ii) the due authorization of the execution of any instrument or writing; (iii) the form of any vote passed at a meeting of Trustees or Participants or taken pursuant to a vote of Participants; (iv) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Declaration of Trust; (v) the form of any By-Law adopted by or the identity of any officers elected by the Trustees; or (vi) the existence of any fact or facts which in any manner relate to the affairs of the 4M Fund, shall be conclusive evidence as to the matters so certified in favor of any Person dealing with the Trustees or any of them or the 4M Fund and the successors of such Person.

14.4 Provisions in Conflict with Law. The provisions of this Declaration of Trust are severable, and if the Trustees shall determine, with the advice of counsel, that any one of more of such provisions (the "Conflicting Provisions") are in conflict with applicable federal or Minnesota Laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Declaration of Trust; provided, however, that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Declaration of Trust or render invalid or improper any action taken or omitted (including, but not limited to, the election of Trustees) prior to such determination.

14.5 Gender; Section Headings.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Declaration of Trust and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of references and shall neither constitute a part of this Declaration of Trust nor affect its meaning, construction or effect.

14.6 Adoption by Municipalities Electing to Become Additional Participants; Resignation of Participants.

(a) Any Municipality meeting the requirements of Section 1.2 hereof, may become an additional Participant of this 4M Fund by (i) taking any appropriate official action to adopt this Declaration of Trust, (ii) furnishing the Trustees with satisfactory evidence that such official action has been taken, and (iii) if requested by the Trustees, providing the Trustees with an opinion of counsel to the effect that such party desiring to become a Participant of the 4M Fund is a Municipality as defined herein. A copy of this Declaration of Trust may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Section 14.6.

(b) Any Participant may resign and withdraw from the 4M Fund by sending a written notice to such effect to the Chairman of the 4M Fund and the Administrator and by requesting the withdrawal of all funds then credited to its account within the 4M Fund. The written notice shall be in the form of a certified resolution of the Municipality Board or Council of the Participant, stating the Municipality Board or Council's intention to resign from the 4M Fund.

Such resignation and withdrawal shall become effective upon the receipt thereof by the Chairman of the 4M Fund and the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Declaration of Trust or terminate the existence of the 4M Fund.

IN WITNESS WHEREOF, the undersigned Municipalities of the State of Minnesota, acting in the capacity of Initial Participants of the Minnesota Municipal Money Market Fund and pursuant to the authority granted by the Joint Powers Act, have executed this Declaration of Trust as of the 23rd day of March, 19 87, as of which date this Declaration of Trust shall take, and come into, full force and effect.

By Conrad A. Slatus
Its Secretary

and _____
Its _____

By James F. Miller
Its City Manager

and James C. Donlin
Its Mayor

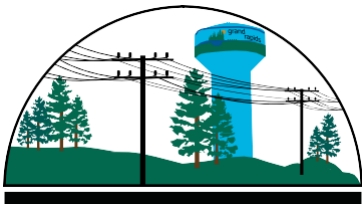
By _____
Its _____

and _____
Its _____

STATE OF MINNESOTA
FILED

APR 23 1987

Jean Anderson Howe
Secretary of State



GRAND RAPIDS
PUBLIC UTILITIES

Service is Our Nature

Item 15.

500 SE Fourth Street • Grand Rapids, Minnesota 55744

ELECTRIC DEPARTMENT MONTHLY REPORT September 2021 Commission Meeting

Safety

- There were no OSHA recordable accidents last month.

Topic of the Month

- Solar plus Battery Storage
 - Construction update
 - Project Operations & Governance Committee, Load Management Operations, Finance Committee
 - Schedule

Demand Threshold and Power Usage for past month

- The attached graph shows the system load with demand threshold for the past month.

Reliability Last Month

- The attached eReliability report shows that we had 7 outages during the month.

Projects Performed Last Month

- New, existing service work
- Storm cleanup – tree removal and service repairs
- Overhead to underground conversions

Projects Scheduled for This Month

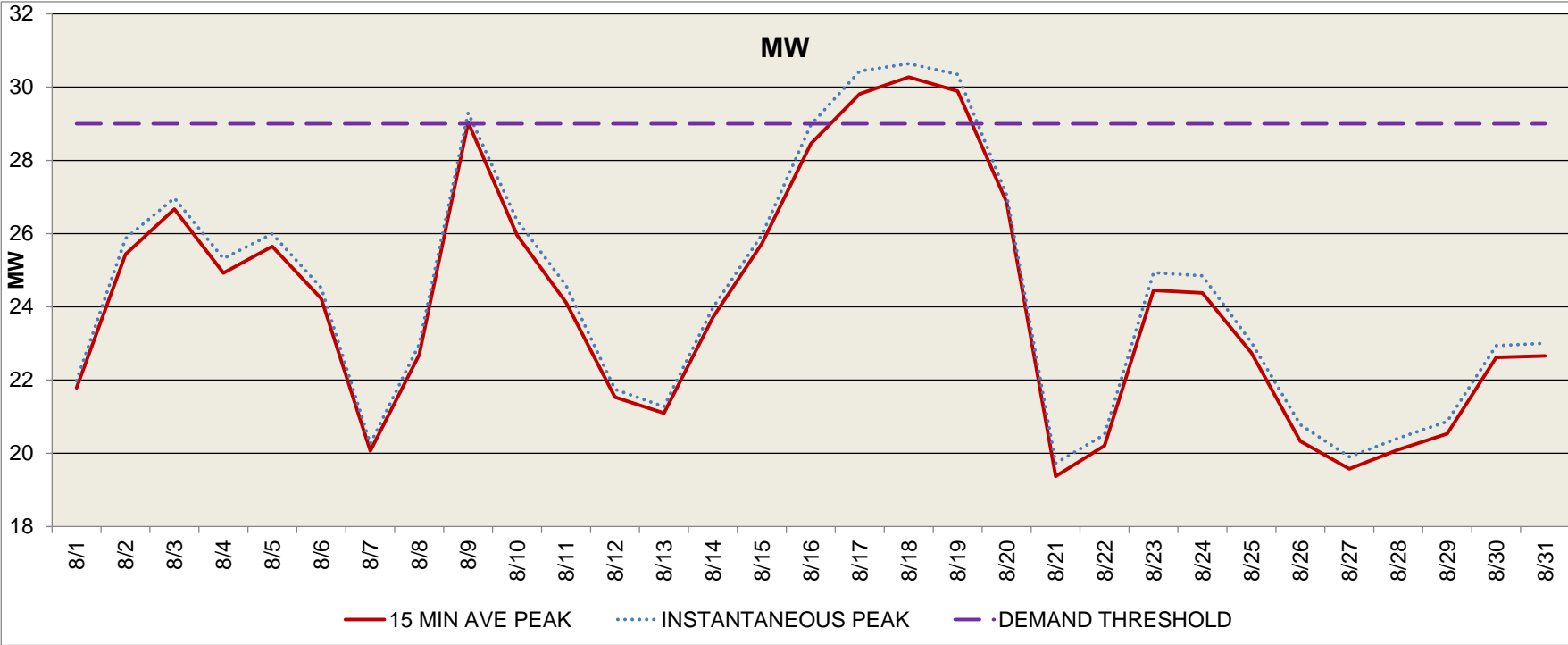
- Policies, procedures work
- Capital projects – new electric reclosers, gateway modems
- Solar – install new switch for connection into system

Item 15.



GRAND RAPIDS PUBLIC UTILITES COMMISSION				
AUGUST 2021 LOAD MANAGEMENT SYSTEM REPORT				
Aug-21	INST PK MW	15 MIN AVE PK MW	MW DEMAND THRESHOLD	CONTROLLED DAYS
Minimum	19.73	19.37	29.00	
Maximum	30.64	30.27	29.00	
Average	24.37	24.03	29.00	
Total				5

Savings due to active load management system for month of August 2021 estimated at \$28,650



GRAND RAPIDS PUBLIC UTILITIES COMMISSION DAILY POWER USAGE

Aug-21	INST PK MW	15 MIN AVE PK MW	MW DEMAND THRESHOLD	CONTROLLED DAYS
8/1	21.98	21.79	29.00	-7.2
8/2	25.87	25.43	29.00	-3.6
8/3	26.97	26.67	29.00	-2.3
8/4	25.32	24.92	29.00	-4.1
8/5	25.99	25.65	29.00	-3.4
8/6	24.52	24.22	29.00	-4.8
8/7	20.26	20.07	29.00	-8.9
8/8	22.98	22.69	29.00	-6.3
8/9	29.30	29.03	29.00	0.0
8/10	26.36	25.96	29.00	-3.0
8/11	24.58	24.12	29.00	-4.9
8/12	21.74	21.53	29.00	-7.5
8/13	21.27	21.10	29.00	-7.9
8/14	23.98	23.72	29.00	-5.3
8/15	25.96	25.72	29.00	-3.3
8/16	28.97	28.45	29.00	-0.5
8/17	30.44	29.82	29.00	0.8
8/18	30.64	30.27	29.00	1.3
8/19	30.35	29.89	29.00	0.9
8/20	27.05	26.85	29.00	-2.1
8/21	19.73	19.37	29.00	-9.6
8/22	20.51	20.21	29.00	-8.8
8/23	24.93	24.45	29.00	-4.5
8/24	24.85	24.38	29.00	-4.6
8/25	23.03	22.74	29.00	-6.3
8/26	20.78	20.33	29.00	-8.7
8/27	19.90	19.58	29.00	-9.4
8/28	20.41	20.10	29.00	-8.9
8/29	20.87	20.53	29.00	-8.5
8/30	22.94	22.62	29.00	-6.4
8/31	23.00	22.66	29.00	-6.3
Minimum	19.73	19.37	29.00	
Maximum	30.64	30.27	29.00	
Average	24.37	24.03	29.00	
Total				5
		Peak Demand Day		Controlled Day

Monthly Report - Grand Rapids Public Utilities Commission

Grand Rapids Public Utilities Commission

Year 2021	Minimum duration 	Substation -----
Month 08 - August	Maximum duration 	Circuit -----
Annual Report? <input type="radio"/> Yes <input checked="" type="radio"/> No	Top-level Cause -----	Remove Major Events? -----

IEEE 1366 Statistics

Metric	Aug 2021	Aug 2020
SAIDI	1.181	55.315
SAIFI	0.0149	0.232
CAIDI	79.169	238.385
ASAI	99.9972%	99.8719%
Momentary Interruptions	0	0
Sustained Interruptions	7	13

Circuit Ranking - Worst Performing

Ranked by Outage Count

Circuit	Substation	Number of Outages
Feeder 320	Main Substation	2
Feeder 327	Main Substation	2
CL24	Crystal Lake Substation	1

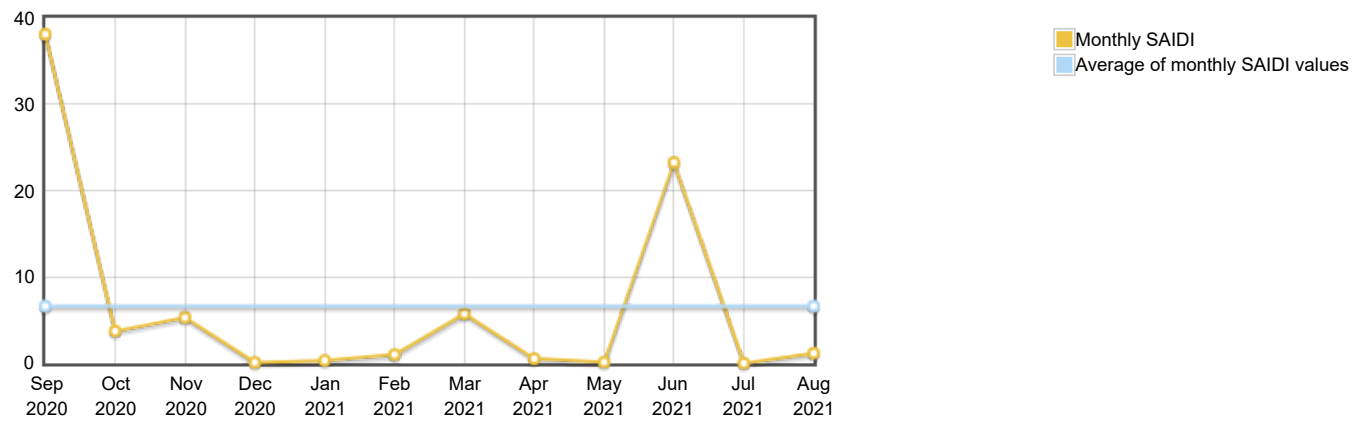
Ranked by Customer Interruptions

Circuit	Substation	Customer Interruptions
Feeder 328	Main Substation	59
Feeder 320	Main Substation	25
CL24	Crystal Lake Substation	18

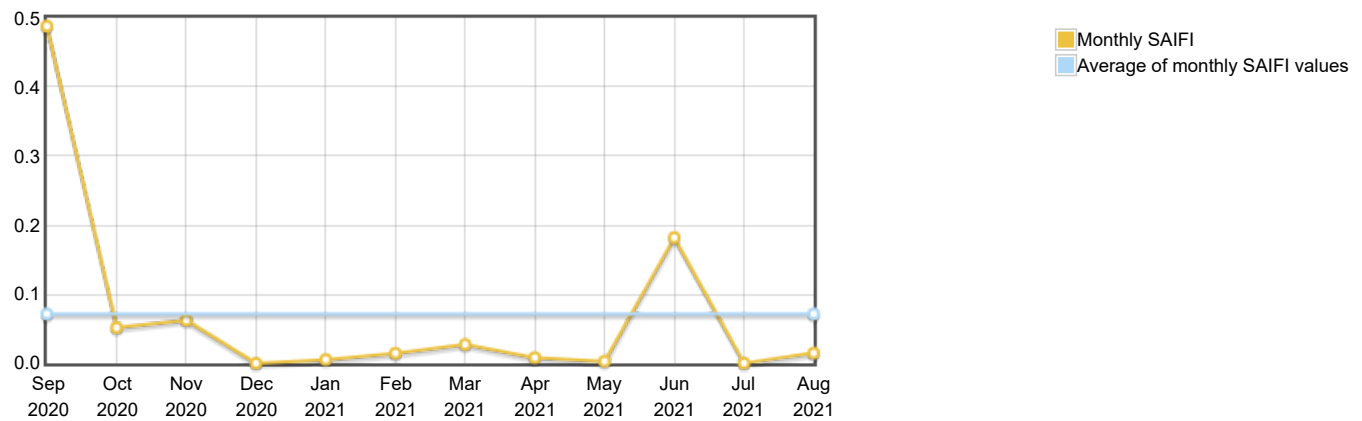
Ranked by Customer Minutes of Duration

Circuit	Substation	Customer Minutes of Duration
Feeder 328	Main Substation	6,136
Feeder 320	Main Substation	1,455
CL24	Crystal Lake Substation	702

Historical Monthly SAIDI Chart



Historical Monthly SAIFI Chart



Causes Ranked by Count



Cause	Count
Squirrel	5
Unknown	2

Causes Ranked by Duration



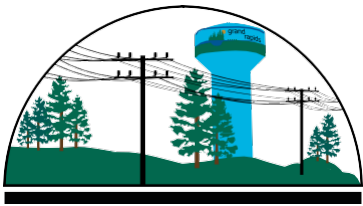
Cause	Duration
Unknown	6,496
Squirrel	2,371

Top 7 Outages for the Month

Address	Customers Interrupted	Duration	Customer Minutes of Interruption	Cause	Start Date
se 8TH st switch wo# 181002	59	104	6,136	Unknown	08/07/2021
ALLEY 1st AVE SW WO# 181006	22	60	1,320	Squirrel	08/07/2021
9th ST & 6th AVE NW WO# 181535	18	39	702	Squirrel	08/26/2021
823 NW 5th ST WO# 181884	6	60	360	Unknown	08/29/2021
2515 W HWY 2 WO# 181010	3	55	165	Squirrel	08/21/2021
305 SW 8th ST	3	45	135	Squirrel	08/16/2021
2213 MAPLE ST WO# 181545	1	49	49	Squirrel	08/26/2021

Total Customers Affected for the Month:	112
Average Customers Affected per Outage:	16





GRAND RAPIDS
PUBLIC UTILITIES

Service is Our Nature

500 SE Fourth Street • Grand Rapids, Minnesota 55744

WATER & WASTEWATER DEPARTMENT MONTHLY REPORT September 2021 Commission Meeting

Safety

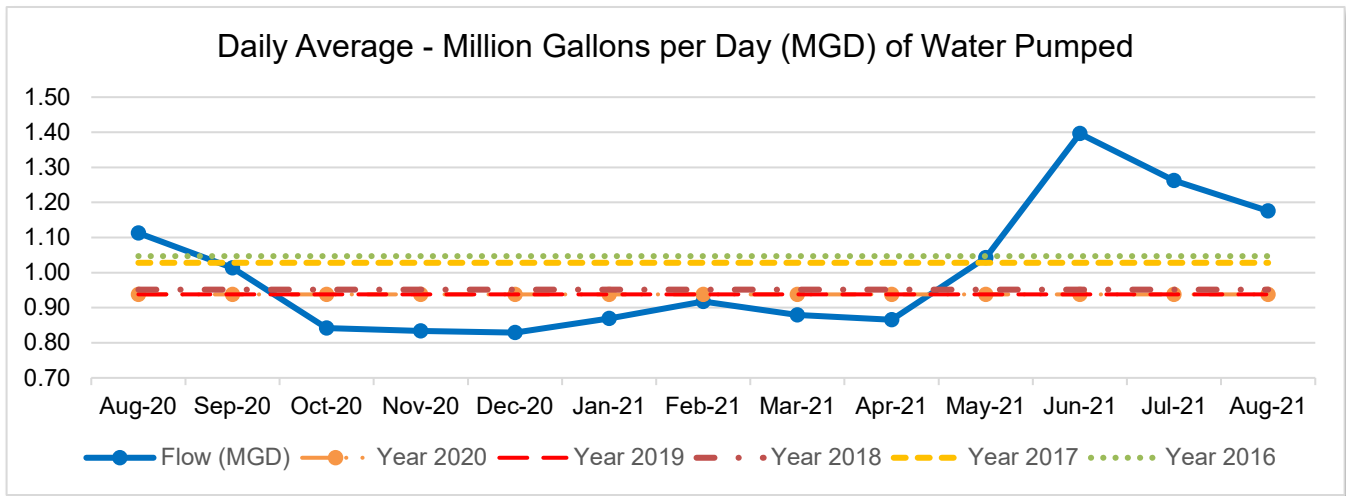
There were one OSHA lost time accident last month.

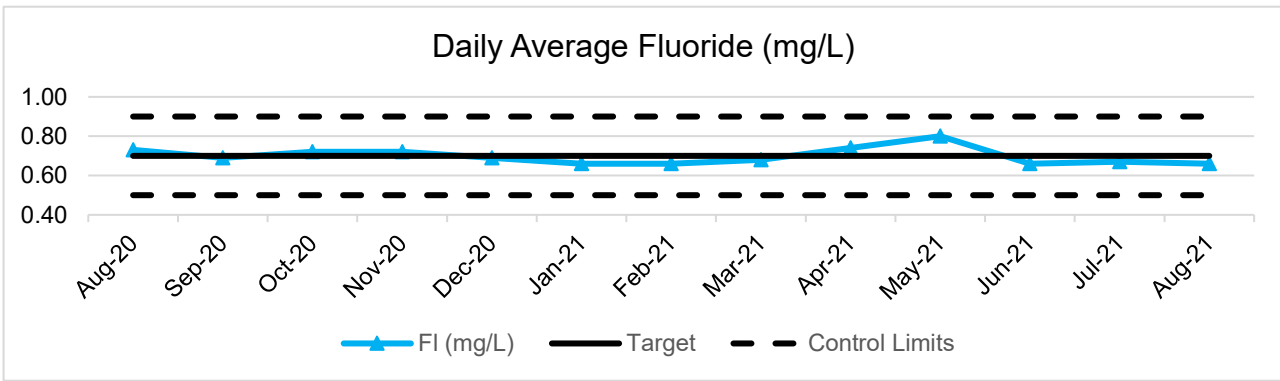
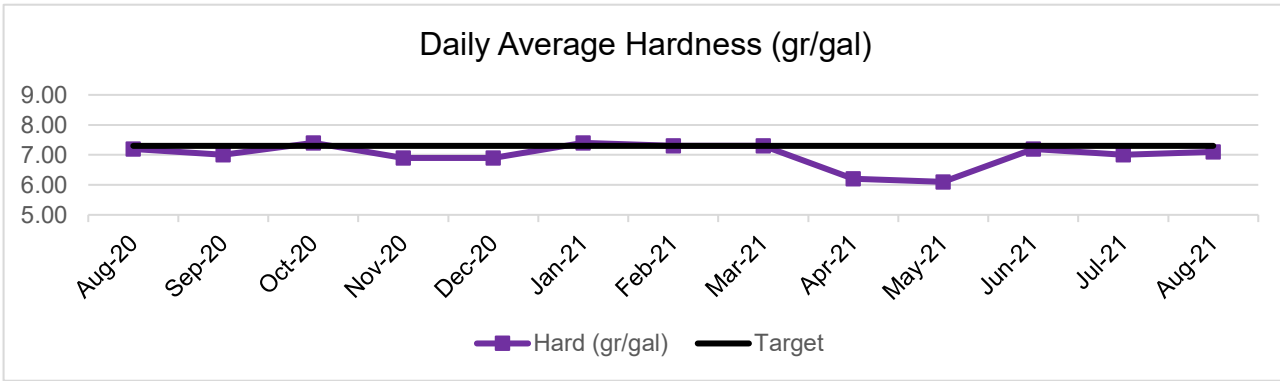
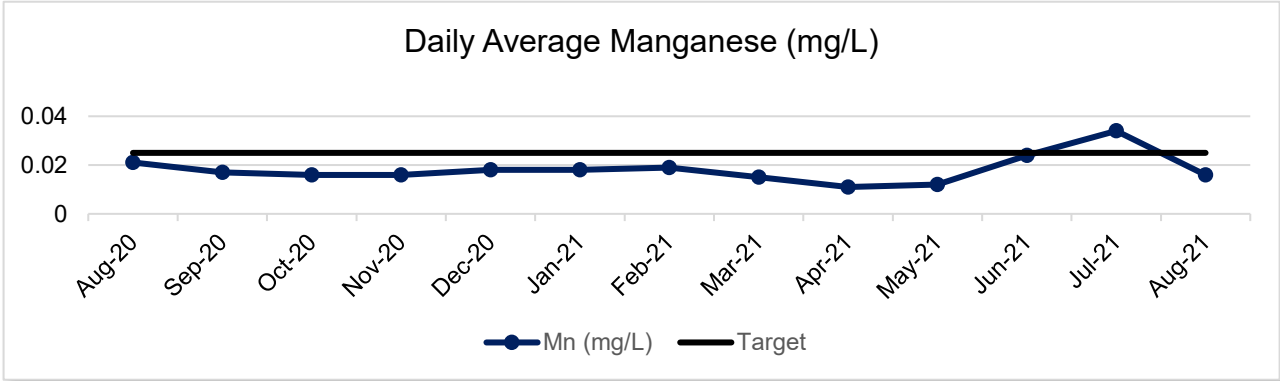
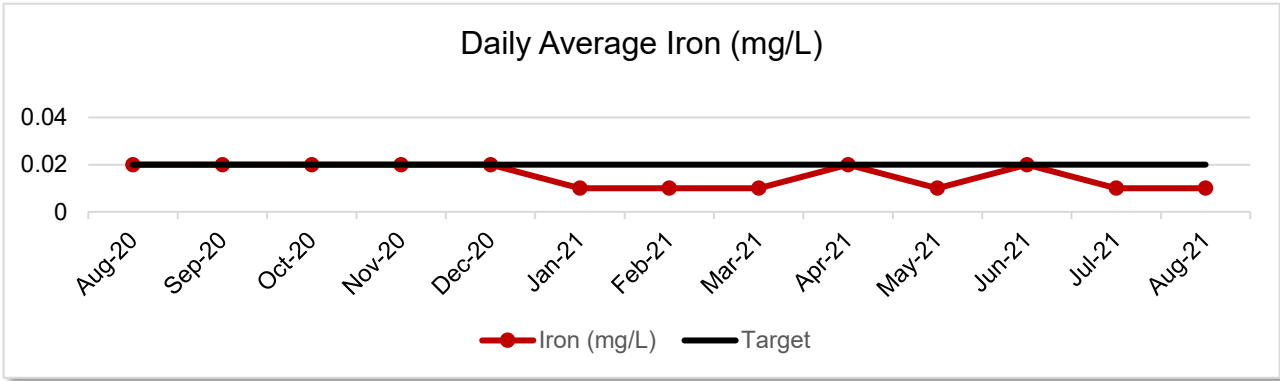
Topic of the Month

Water restrictions update.

WTP Operations

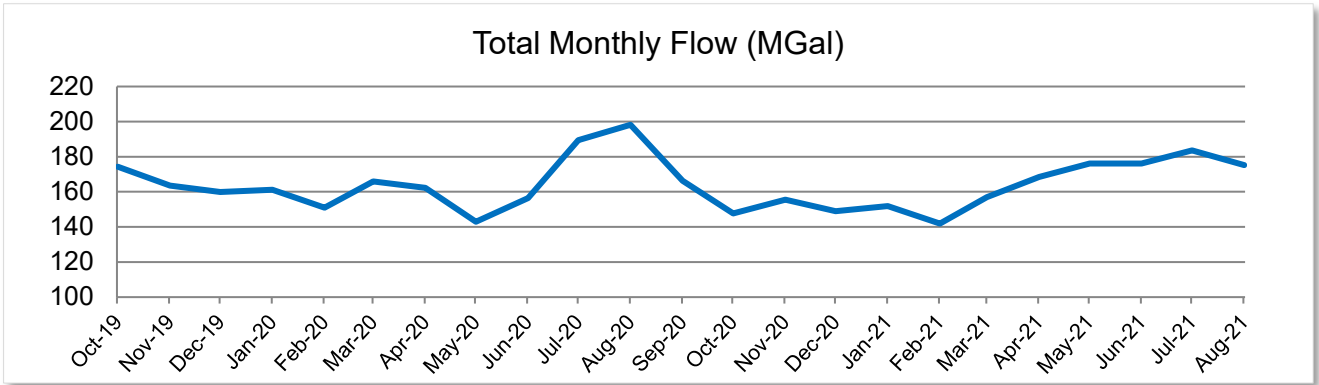
The water plant pumped an average of 1.18 million gallons of water per day (MGD) with a peak of 1.43 million gallons during last month.



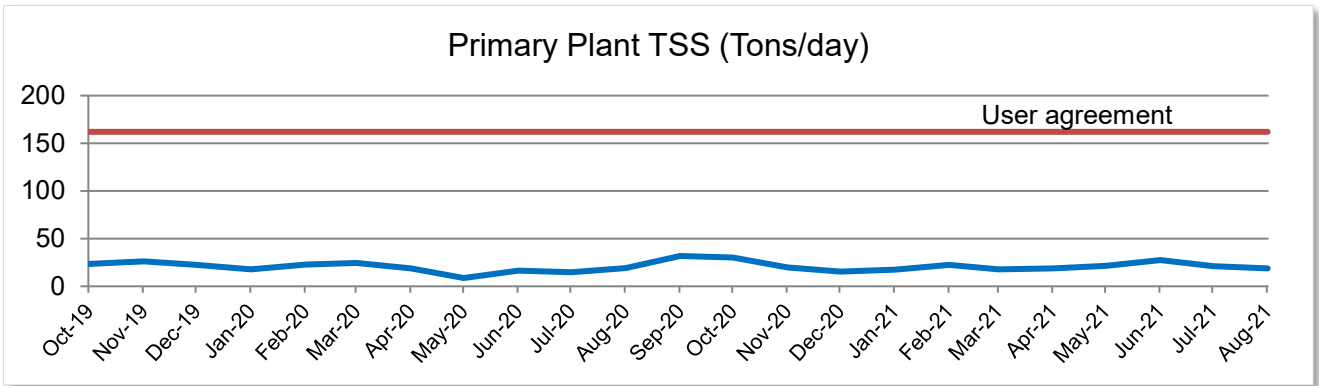


WWTP Operations

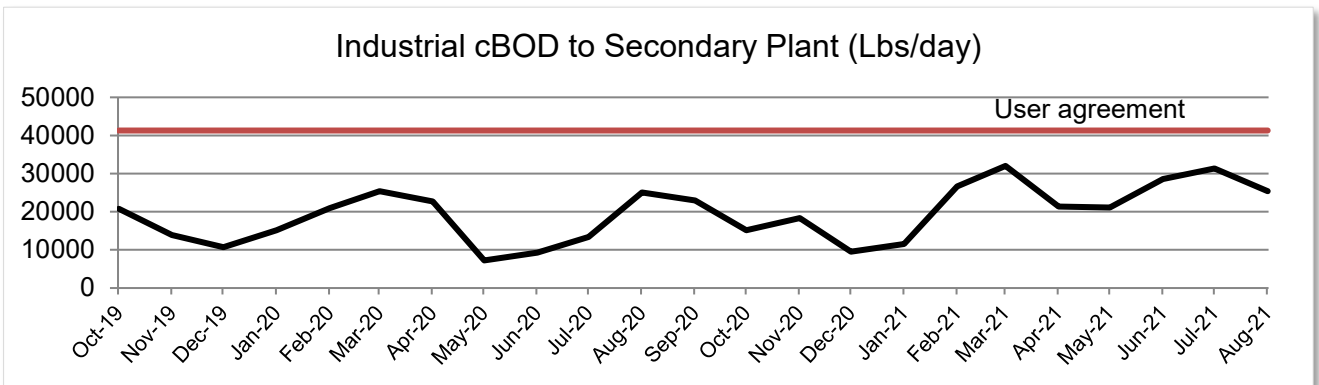
The Wastewater Treatment Plant (WWTP) met all National Pollutant Discharge Elimination System (NPDES) permit requirements last month. We treated 184 million gallons of water removing 99.7% of the Total Suspended Solids (TSS) and 99.7% Biochemical Oxygen Demand (cBOD).

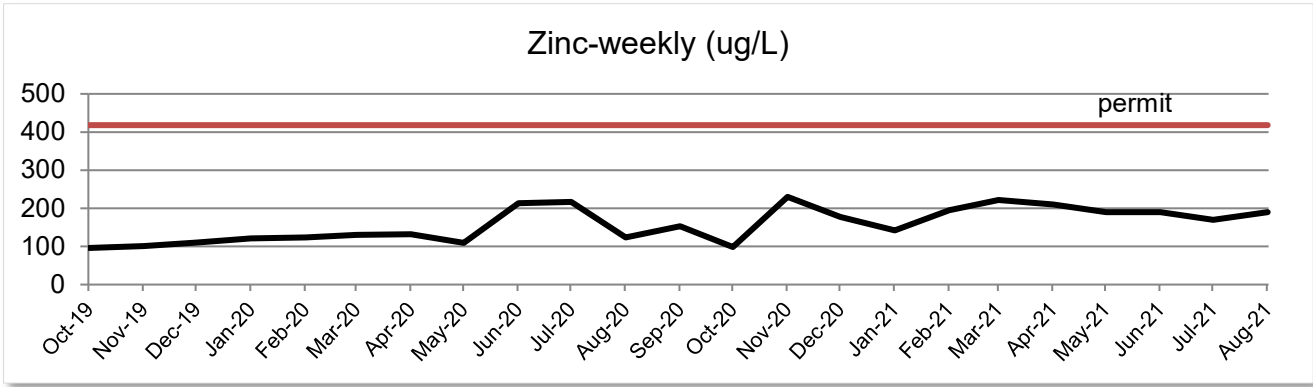


	Design Limits (monthly AVG)	Actual Results
Primary Plant		
Flow (MGD)	13.25	4.4
TSS (Tons/day)	162	18.7
TSS Peak (Tons/Day)	284	78.6

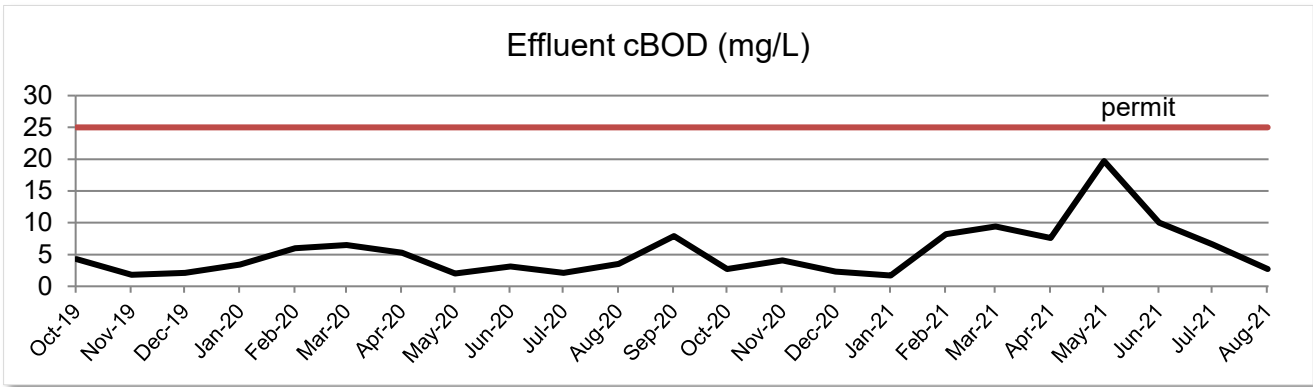
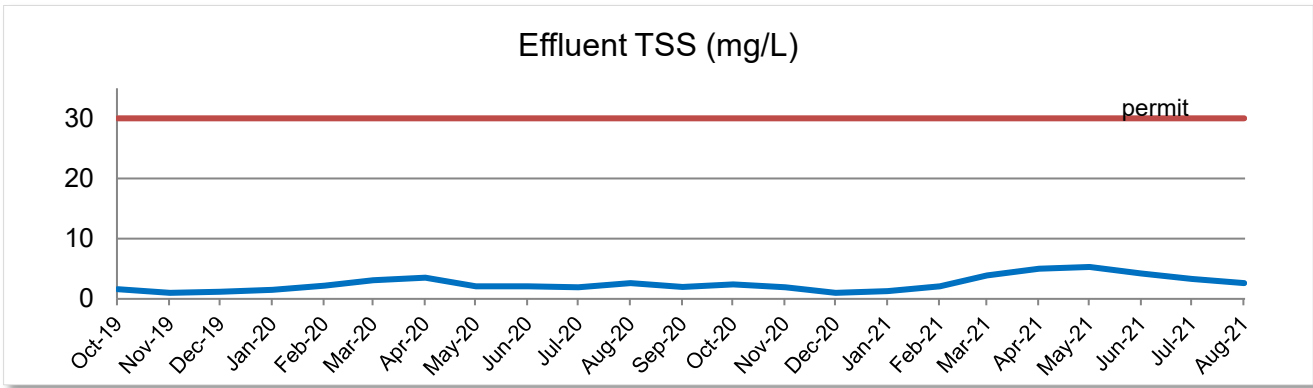


	Design Limits (monthly AVG)	Actual Results
Secondary Plant		
Flow (MGD)	15.25	5.7
cBOD (lbs/Day)	41,300	28,285
Peak cBOD (lbs/Day)	57,350	39,596
Zinc-weekly (ug/L)	418	190
% GRPUC		28.4%



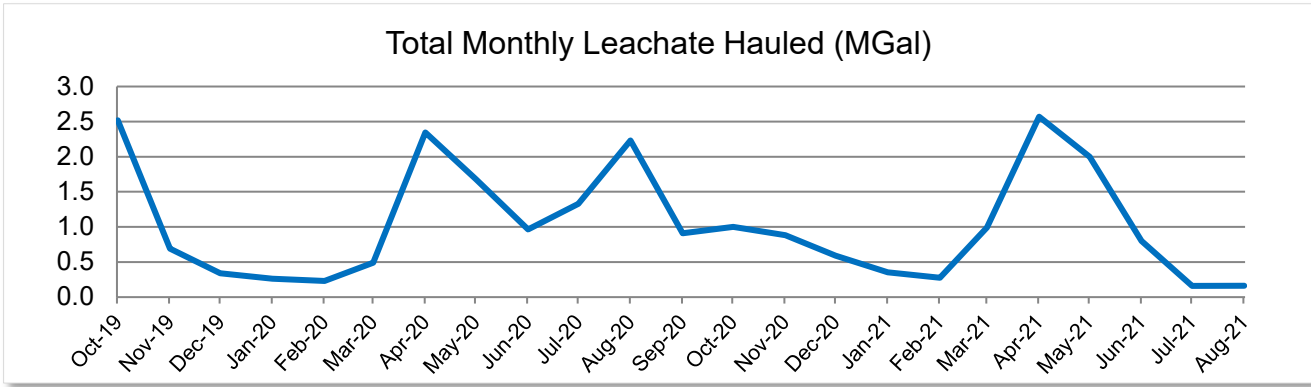


Effluent	Permit Limits (monthly AVG)	Actual Results
TSS (mg/L) – monthly average	30	2.6
cBOD (mg/L) – monthly average	25	2.7
Dissolved Oxygen (mg/L)	>1.0	4.3



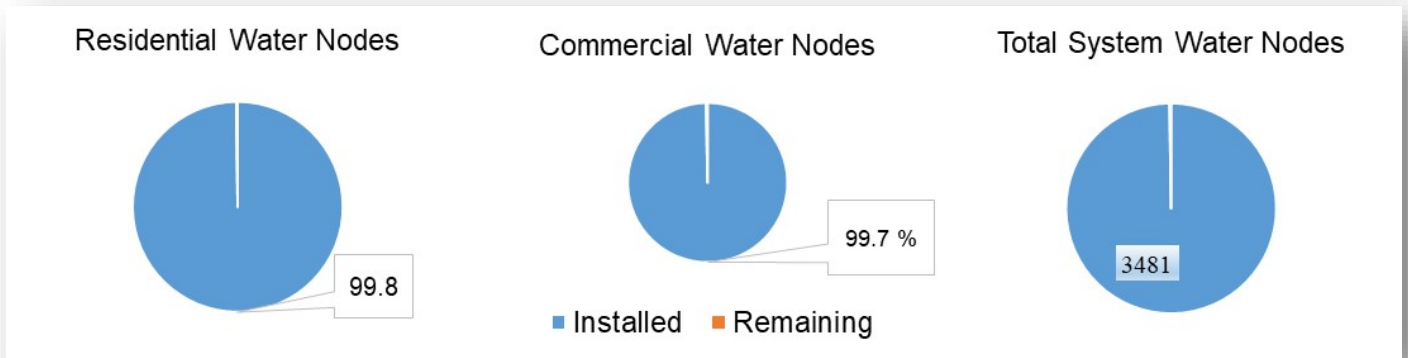
Sludge Landfill Operations

- 0.16 million gallons of leachate were hauled last month
- 2,856 cubic yards of sludge solids were hauled to the landfill



AMI Water Install Last Month

We installed 15 water nodes and/or meters in residential routes. We currently have 3481 (99.8%) active water nodes installed in the system.

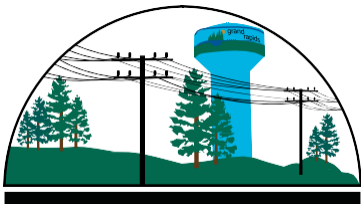


Projects Performed Last Month

- Completed Lift station 4 controls update capital project.
- Completed oil changes on aeration basin mixers.
- Replaced number 3 screen house pump.

Projects Scheduled for This Month

- East valve pit actuator capital project
- Water Treatment Plant capital needs assessment.
- Annual hydrant flushing



GRAND RAPIDS
PUBLIC UTILITIES

Service is Our Nature

500 SE Fourth Street • Grand Rapids, Minnesota 55744

SAFETY REPORT September 2021 Commission Meeting

Safety Topic Last Month

Annual audiometric testing was conducted for WWTP employees on August 5. Fire safety training for all employees had to be rescheduled because of the burning restrictions.

Safety Topic This Month

Fire safety training for all employees is rescheduled for September 22 with MMUA Safety Coordinator Dave Lundberg.

Accidents Reported last Month by Department

Administration: None Electric: None
Business Services: None Water-Wastewater: None

Cumulative Accidents for 2021

Recordable Accidents	1
Lost Time Days 2021	1
Restricted Days 2021	7
First Aid Only (not recordable)	1

Total FROI 2

Recordable Accident 5-year History

	2017	2018	2019	2020	2021
ADMIN	0	0	0	0	0
BUS SVCS	1	1	4	0	0
ELEC	3	1	1	0	0
W-WW	4	3	5	3	1
TOTAL	8	5	10	3	0