



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

MEETING AGENDA

Wednesday, March 19, 2025

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, March 19, 2025 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:

ORGANIZATIONAL MEETING:

1. Consider the election of the GRPU Commission Officers of President and Secretary.

APPROVAL OF MINUTES:

2. Consider a motion to approve the February 12, 2025 Work Session Minutes and the February 26, 2025 Regular Meeting Minutes.

VERIFIED CLAIMS:

3. Consider a motion to approve \$1,160,258.35 in verified claims for February and March 2025.

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.

4. Consider a motion to ratify the procurement contract with OPG-3, Inc. for HR Infrastructure in the amount of \$10,250.
5. Consider a motion to ratify the procurement contract with American Eagle Security Systems for safety and security needs, including door access and camera coverage at all facilities and authorize the General Manager to sign for \$131,519.40.
6. Consider a motion to ratify the procurement contract with the Institute of Environmental Assessments, Inc. (IEA) for continuous radon monitoring in the amount of \$3,280.
7. Consider a motion to ratify the procurement contract with Kem-Group USA for spherical media for the WTP aerator for \$5,022.

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.

CONTRACTS:

- [8.](#) Consider a motion to approve the procurement contract with Bolton and Menk for preliminary engineering services for the design of the water treatment plant renovation project and authorize the General Manager to sign the contract for \$133,100.

BUSINESS:

- [9.](#) Review Operations & Capital Updates
- [10.](#) Consider a motion to approve the 2025/26 GRPUC Regular Work Session and Regular Meeting dates and times.
- [11.](#) Consider a motion to approve Resolution No. 03-19-25-04 Ratifying the Issuance and Sale of \$4,770,000 City of Grand Rapids, Minnesota General Obligation Bonds, Series 2025A
- [12.](#) Consider a motion to approve discontinuing the Electric Water Heater Load Management Program effective June 30, 2025.

REPORTS:

- [13.](#) GRPU Monthly Reports

ADJOURNMENT:

The next Work Session is scheduled for Wednesday, April 9, 2025 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Meeting of the Commission is scheduled for Wednesday, April 30, 2025 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 and we will provide you with a copy of the policy.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 19, 2025

AGENDA ITEM: Consider the election of the 2025 GRPU Commission Officers of President and Secretary.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

[MN Stat. 412.341](#) requires the GRPUC to annually choose a President from its own members and appoint a Secretary, who need not be a member of the Commission, for an indefinite term. For the past several years, the GRPUC has conducted this process during the March Regular Meeting.

The typical procedure for selection of officers is:

- The current President calls for nominations.
- A member of the GRPUC may then place a member in nomination. Nominations do not require a second, however a member of the GRPUC may second a nomination to show support for the nominee.
- The President restates the nomination and calls for additional nominations.
- A member of the GRPUC moves to close the nominations.

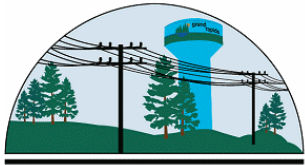
If more than one nominee for the office, election by roll call vote for each nominee would be in order.

If there is only one nominee and there is a unanimous vote to close the nominations.

This process should then be repeated for the position of Secretary.

RECOMMENDATION:

Consider the election of the 2025 GRPU Commission Offices of President and Secretary.



**GRAND RAPIDS
PUBLIC UTILITIES**
Service is Our Nature

**GRAND RAPIDS PUBLIC UTILITIES COMMISSION
WORK SESSION
MEETING MINUTES**

Wednesday, February 12, 2025

8:00 AM

CALL TO ORDER: Pursuant to due notice and call thereof, a Work Session Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, February 12, 2025 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

President Stanley called the meeting to order at 8:03 AM

CALL OF ROLL:

PRESENT: President Tom Stanley, Secretary Luke Francisco, Commissioner Nancy Saxhaug, Commissioner Rick Smith

ABSENT: Council Representative Rick Blake with notice

OTHERS: Julie Kennedy, Jean Lane, Steve Mattson, Michael LeClaire, Chad Troumbly, Megan Sjostrand

BUSINESS:

1. Consider a motion to ratify \$1,467,847.46 in verified claims for January 2025.

Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to ratify \$1,467,847.46 in verified claims for January 2025.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith

2. Operations and Capital Updates Work Session Presentation

GRPU staff presented the Operations and Capital Updates

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:59 AM.

Respectfully submitted,

Megan Sjostrand

Megan Sjostrand, Executive/HR Assistant



GRAND RAPIDS PUBLIC UTILITIES COMMISSION MEETING MINUTES

Wednesday, February 26, 2025

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, February 26, 2025 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

President Stanley called the meeting to order at 4:00PM

CALL OF ROLL:

PRESENT: President Tom Stanley, Secretary Luke Francisco, Commissioner Nancy Saxhaug, Council Representative Rick Blake

ABSENT: Commissioner Rick Smith with notice

OTHERS: Jean Lane, Steve Mattson, Michael LeClaire, Chad Troumbly, Megan Sjostrand

PUBLIC FORUM:

APPROVAL OF MINUTES:

1. Consider a motion to approve the January 8, 2025 Work Session Minutes and the January 22, 2025 Regular Meeting Minutes.

Motion made by Commissioner Saxhaug, Seconded by Secretary Francisco to approve the January 8, 2025 Work Session Minutes and the January 22, 2025 Regular Meeting Minutes.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Council Representative Blake

VERIFIED CLAIMS:

2. Consider a motion to approve \$1,334,875.96 in verified claims for January and February 2025.

Motion made by Council Representative Blake, Seconded by Commissioner Saxhaug to approve \$1,334,875.96 in verified claims for January and February 2025.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Council Representative Blake

COMMISSION REPORTS:

Rick Blake went down to the State Capital with Coalition of Greater Minnesota Cities to encourage legislators to support passing a bonding bill that would help fund the proposed GRPU WTP Renovation project to ensure clean drinking water in Grand Rapids.

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.

Motion made by Commissioner Saxhaug, Seconded by Secretary Francisco to approve the consent agenda as presented.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Council Representative Blake

3. Consider a motion to approve the full lump sum merit pay allowed in the General Manager's employment contract based on the Commissioners evaluation of her 2024 performance.

Approved on consent agenda.

4. Consider a motion to ratify the procurement contract with InGensa, Inc. for professional services for project management of the building security upgrade project in the amount of \$6,308.

Approved on consent agenda.

5. Consider a motion to ratify the procurement contract with Midwest Communications for radio ad spots in the amount of \$5,220.

Approved on consent agenda.

6. Consider a motion to ratify the contract with Bolton and Menk for engineering services for the EPA water plant audit and WTP Reno funding submissions for \$22,500.

Approved on consent agenda.

7. Consider a motion to ratify the procurement contract with SSP Innovations for professional consulting services for \$23,000.

Approved on consent agenda.

8. Consider a motion to ratify the procurement contract with Tech Sales Co for the Rosemount flow meter for well number 3 for \$4,939.63.

Approved on consent agenda.

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.

Motion made by Secretary Francisco, Seconded by Council Representative Blake to approve the regular agenda as presented.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Council Representative Blake

CONTRACTS:

9. Consider a motion to approve the procurement contract with ABM Equipment, LLC, for a new replacement bucket truck and authorize the General Manager to sign the contract for \$301,038.00.

Motion made by Secretary Francisco, Seconded by Commissioner Saxhaug to approve the procurement contract with ABM Equipment, LLC, for a new replacement bucket truck and authorize the General Manager to sign the contract for \$301,038.00.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Council Representative Blake

10. Consider a motion to approve the procurement contract with Their Well Company for the rehabilitation of well number 3 and authorize the General Manager to sign the contract for \$32,300.

Motion made by Council Representative Blake, Seconded by Commissioner Saxhaug to approve the procurement contract with Their Well Company for the rehabilitation of well number 3 and authorize the General Manager to sign the contract for \$32,300.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Council Representative Blake

11. Consider a motion to approve the amendment to the contract with Bolton and Menk for engineering services during the Legionella mitigation efforts and allow the General Manager to sign the contract for \$51,450.

Motion made by Secretary Francisco, Seconded by Council Representative Blake to approve the amendment to the contract with Bolton and Menk for engineering services during the Legionella mitigation efforts and allow the General Manager to sign the contract for \$51,450.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Council Representative Blake

12. Consider a motion to approve the procurement contract with Trident Process Inc for a 781Q125 gearbox exchange for the aeration basin mixer of the WWT secondary plant and authorize the General Manager to sign the contract for \$136,342.

Motion made by Commissioner Saxhaug, Seconded by Council Representative Blake to approve the procurement contract with Trident Process Inc for a 781Q125 gearbox exchange for the aeration basin mixer of the WWT secondary plant and authorize the General Manager to sign the contract for \$136,342.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Council Representative Blake

BUSINESS:

13. Review Operations & Capital Updates

GRPU staff presented the Operations & Capital Updates

14. Consider a motion to adopt Resolution Number 02-26-25-1 approving the revisions to the Procurement policy.

**Motion made by Commissioner Saxhaug, Seconded by Secretary Francisco to adopt Resolution Number 02-26-25-1 approving the revisions to the Procurement policy.
Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Council Representative Blake**

15. Consider a motion to adopt Resolution Number 02-26-25-2 approving the Prior Approved Checklist policy.

**Motion made by Secretary Francisco, Seconded by Commissioner Saxhaug to adopt Resolution Number 02-26-25-2 approving the Prior Approved Checklist policy.
Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Council Representative Blake**

16. Consider a motion to approve Resolution No. 02-26-25-03 Authorizing the Issuance and Sale of General Obligation Bonds, Series 2025A, by the City of Grand Rapids, Minnesota for Water and Sanitary Sewer Projects.

Motion made by Council Representative Blake, Seconded by Secretary Francisco to approve Resolution No. 02-26-25-03 Authorizing the Issuance and Sale of General Obligation Bonds, Series 2025A, by the City of Grand Rapids, Minnesota for Water and Sanitary Sewer Projects.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Council Representative Blake

17. Consider a motion to approve the Emergency Action Plan policy.

**Motion made by Commissioner Saxhaug, Seconded by Council Representative Blake to approve the Emergency Action Plan policy.
Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Council Representative Blake**

REPORTS:

18. GRPU Monthly Reports

GRPU Monthly Reports were reviewed.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 5:04 PM.

Respectfully submitted,

Megan Sjostrand

Megan Sjostrand, Executive/HR Assistant



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 19, 2025

AGENDA ITEM: Consider a motion to approve \$1,160,258.35 in verified claims for February and March 2025.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

See attached check registers:

Computer check register \$1,160,258.35

Total \$1,160,258.35

RECOMMENDATION:

Approve \$1,160,258.35 in verified claims for February and March 2025.

Grand Rapids Public Utilities
Accounts Payable
February/March 2025
(Meeting Date: 3/19/25)

Item 3.

NAME	AMOUNT
Baldwin Supply	6,347.32
Hach	227.33
Idexx	242.57
Johnson, Killen, Seiler	430.10
MN Power	1,129,296.71
Public Utilities	13,591.27
Radtke Trucking	4,890.60
Railroad Management	417.05
Rapids Welding	42.77
RMB	757.40
Trenchers Plus	347.06
Waste Management	2,918.17
WUSZ-FM	400.00
Energy Efficiency Rebate:	
Clements, Danny	250.00
McDermott, Peter	100.00
	<hr/>
	1,160,258.35



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 19, 2025

AGENDA ITEM: Consider a motion to ratify the procurement contract with OPG-3, Inc. for HR Infrastructure in the amount of \$10,250.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

Grand Rapids Public Utilities (GRPU) is undertaking a project to digitize personnel files within Human Resources to improve efficiency, accessibility, and records management. This initiative includes the development of a well-organized file plan within the Laserfiche repository, incorporating standardized folder structures, document naming conventions, metadata schemas, and records retention rules. Additionally, the project will establish a capture workflow process that leverages dynamic fields to streamline indexing, automate document filing, and set retention dates.

To further enhance efficiency, workflows will be created to automate employee name changes and termination processes. A Laserfiche Form will also be implemented, enabling select users to update and manage file plan components as needed. This project aims to modernize records management practices, ensuring consistency, compliance, and ease of access within Human Resources.

RECOMMENDATION:

Ratify the procurement contract with OPG-3, Inc. for HR Infrastructure in the amount of \$10,250.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 19, 2025

AGENDA ITEM: Consider a motion to ratify the procurement contract with American Eagle Security Systems for safety and security needs, including door access and camera coverage at all facilities and authorize the General Manager to sign for \$131,519.40.

PREPARED BY: Julie Kennedy, General Manager

Background:

GRPU has been actively working to modernize its aging building security system, which has been in place for over 20 years and has experienced multiple failures in recent years. These failures have resulted in costly reactive repairs, underscoring the need for a long-term, sustainable solution. To address this, the \$63,000 CSC Building Security and Telephone Upgrade capital project was initiated in 2024 with the goal of upgrading security infrastructure to meet current and future operational needs.

GRPU initially collaborated with the City IT team on the security system upgrade. However, the project did not achieve the expected results, prompting GRPU to engage InGensa on November 27 to lead the project's completion. InGensa conducted a thorough assessment, including discussions with GRPU staff, comprehensive facility walkthroughs, and consultations with two local security firms. These firms were asked to develop proposals for a long-term security solution that incorporated additional cameras, enhanced access controls, and a unified camera platform. Additionally, security enhancements required for the upcoming Septage Hauler relocation project were integrated into the proposal request.

Following a detailed review of the proposals from Advantage Systems and American Eagle, GRPU recommended proceeding with American Eagle for the 2025 Building Security Project. This decision was based on American Eagle's comprehensive approach, cost-effectiveness, relevant experience, and strong local presence. The commission approved this recommendation, allowing GRPU to move forward with contract procurement.

GRPU is now presenting the procurement contract with American Eagle for approval, marking the next step in implementing a reliable and modernized security system for its facilities.

RECOMMENDATION:

Ratify the procurement contract with American Eagle Security Systems for safety and security needs, including door access and camera coverage at all facilities and authorize the General Manager to sign for \$131,519.40.

PROCUREMENT CONTRACT

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 American Eagle Security Systems, a corporation, located at PO Box 5057, 1257 South Pokegama Ave, Grand Rapids, MN 55744 (“**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 building security systems. (“**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

Effective date. The effective date of this Contract is 1/22/2025. 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.

Expiration date. The expiration date of this Contract is 12/31/2025, or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional one year, in increments as determined by GRPUC, through a duly executed amendment.

2. Contractor’s Duties

The Contractor shall provide:

A long-term solution for safety and security needs, including door access and camera coverage at all facilities.

(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**.

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.

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.

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.

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.

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.

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 affect such cooperation, and compliance with all directives issued by GRPUC.

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.

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.

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.

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

GRPUC is authorized to enter into this Contract.

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.

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.

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

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

- 5.1.1 Compensation. The Contractor will be paid not to exceed One Hundred Twenty-Five Thousand One Hundred Dollars (\$125,100.00) in accordance with **Exhibit D**.
- 5.1.2 Cloud Management Services. The Contractor will be paid annually for cloud management services as set forth in Exhibit C. In the first year, the contractor will be paid [Six Thousand Four Hundred Nineteen Dollars and Forty Cents] Dollars (\$[6,419.40]).
- 5.1.3 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed [One Hundred Thirty-One Thousand Five Hundred nineteen Dollars and Forty Cents] Dollars (\$[131,519.40]).

Payment.

- 5.1.4 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**.
- 5.1.5 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 Julie Kennedy, General Manager at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744, and the following telephone number: 218.326.7024, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Kendall Tschida, Owner at the following business address: PO Box 5057, 1257 South Pokegama Ave, Grand Rapids, MN 55744 and the following telephone number: 218-820-8882, 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]

American Eagle Security Systems

Grand Rapids Public Utilities Commission

By: *Kendall Tschida*

By: _____

Print Name: Kendall Tschida

Print Name: Julie A. Kennedy

Title: Owner

Title: General Manager

Date: 3-19-25

Date: _____

Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

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.

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.

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.

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.

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

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.

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.

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.

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.

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.

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.

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. Copyright.

The Contractor shall save and hold harmless GRPUC, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

9. 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.

10. Publicity and Endorsement.

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.

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

11. 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.

12. 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.

13. General / Miscellaneous.

Observance of GRPUC Policies. 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.

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.

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.

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.

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: 500 SE 4th Street
Grand Rapids, MN 55744
Attn: General Manager
Email: jakennedy@grpuc.org

Contractor
Address: PO Box 5057, 1257
South Pokegama Ave, Grand
Rapids, MN 55744
Attn: Kendall Tschida
Email: ken@aecurity.us

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.

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.

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.

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.

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.

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.

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.

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Exhibit A, Supplement 1

IT TERMS

SUPPLY CHAIN SECURITY

Notwithstanding anything else in this Section, this Section does not and shall not limit any other rights of GRPUC under this Contract, including, but not limited to, warranties, acceptance, and return policy, if any.

1. **Security Practices and Preventive Controls**. The Contractor will use reasonable commercial efforts to ensure that the Contractor and any subcontractors or third parties involved in assembling, manufacturing, packaging, distributing, handling, warehousing, transporting or shipping GRPUC Goods, including Goods intended to be but not yet delivered to GRPUC, meet all applicable security standards and all applicable local, state, federal, and international laws, rules and regulations (hereinafter “supply chain security”).
2. **Notification of Supply Chain Security Breach**. Contractor will promptly notify GRPUC, of any breach of supply chain security involving GRPUC Goods, including Goods intended to be but not yet delivered to GRPUC. Breach of supply chain security includes, but is not limited to, cargo theft, tampering, unauthorized access, or other activities that involve suspicious actions or circumstances. Goods received with viruses, malware or similar security deficiencies constitute breach of supply chain security.
3. **Return/Rejection of Goods**. Notwithstanding anything to the contrary, if a breach of supply chain security has occurred or GRPUC in good faith suspects a breach may have occurred, including evidence that packaging or Goods were tampered with or damaged, GRPUC may reject delivery of those Goods or return any of those Goods already delivered. Rejection of delivery or return of Goods shall be solely the responsibility and at the cost and expense of the Contractor.

At no additional expense to GRPUC, Contractor must provide within a reasonable time frame replacement Goods for any Goods that were rejected at delivery or returned due to a supply chain security breach. Any costs and expenses associated with removal or replacement of the Goods, including sanitization and destruction costs and expenses, will be the responsibility of the Contractor.

SECURITY AND DATA PROTECTION

Contractor is responsible for the security and protection of GRPUC data subject to and related to Software Services in this Contract. The terms, conditions, and provisions of this Security and Data Protection section take precedence and will prevail over any other terms, conditions, and provisions of the Contract, if in conflict. This Security and Data Protection section, including its sub-sections, survives the completion, termination, expiration, or cancellation of the Contract.

For the purposes of this Security and Data Protection section, the following terms have the following meanings:

“**Software Services**” includes “cloud computing” as defined by the U.S. Department of Commerce, NIST Special Publication 800-145 (currently available online at: <http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-145.pdf>) and any other software, hardware, hosting service, subscription, or other service or product by which Contractor stores, transmits, processes or otherwise has access to GRPUC data.

“**Data**” (whether or not capitalized) has the meaning of “government data” in Minn. Stat. § 13.02, subd. 7.

“**Not public data**” (whether or not capitalized) has the meaning in Minn. Stat. § 13.02, subd. 8a.

“**Security incident**” (whether or not capitalized) means any actual, successful or suspected: (1) improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, modification of, alteration to, loss of, damage to or destruction of GRPUC data; (2) interference with an information system; (3) disruption of or to Contractor’s service(s); or (4) any similar or related incident.

“**Privacy incident**” (whether or not capitalized) means violation of the MGDPA; violation of federal data disclosure or privacy requirements in federal laws, rules and regulations; or breach of a contractual obligation to protect GRPUC data. This includes, but is not limited to, improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, damage to, loss of, modification of, alteration to or destruction of GRPUC data protected by such GRPUC or federal laws or by contract.

1. **Data Ownership.** GRPUC solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all GRPUC data. Contractor has no and acquires no right, title or interest, whether express or implied, in and to GRPUC data.

Contractor will only use GRPUC data for the purposes set forth in the Contract. Contractor will only access GRPUC data as necessary for performance of this Contract. Contractor will not access GRPUC user accounts except to respond to service or technical problems or at GRPUC’s specific request.

All GRPUC data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to GRPUC by the Contractor upon request or upon completion, termination or cancellation of the Contract. The foregoing sentence does not apply if GRPUC authorizes in writing the Contractor to sanitize or destroy the data and the Contractor certifies in writing the sanitization or destruction of the data. Within ninety (90) days following any remittance of GRPUC data to GRPUC, Contractor shall, unless otherwise instructed by GRPUC in writing, sanitize or destroy any remaining data and certify in writing that the sanitization or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the Contractor’s sole cost and expense.

In the event Contractor receives a request to release any GRPUC data, Contractor must immediately notify GRPUC. GRPUC will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor must comply with GRPUC’s instructions. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data by Contractor.

2. **Notification of Incidents.** If Contractor becomes aware of or has reasonable suspicion of a privacy incident or security incident regarding any GRPUC data, Contractor must report such incident to GRPUC as soon as possible, but no later than twenty-four (24) hours after such incident. The decision to notify the affected data subjects and the form of such notice following report of a privacy incident or security incident are the responsibility of GRPUC. Notwithstanding anything to the contrary in this Contract, Contractor will indemnify, hold harmless and defend GRPUC and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy incident or security incident involving any GRPUC data. For purposes of clarification, the foregoing sentence shall in no way limit or diminish Contractor's obligation(s) to indemnify, save, hold harmless, or defend GRPUC under any other term of this Contract. Contractor will reasonably mitigate any harmful effects resulting from any privacy incident or security incident involving any GRPUC data.
3. **Security Program.** Contractor will use best efforts to protect and secure GRPUC data related to this Contract. Contractor will establish and maintain an Information Security Program ("**Program**") that includes an information security policy applicable to any and all Software Services ("**Policy**"). Contractor's Program and Policy must align with appropriate industry security frameworks and standards.

Upon GRPUC's request, Contractor will make its Policy available to GRPUC on a confidential, need-to-know basis, along with other related information reasonably requested by GRPUC regarding Contractor's security practices and policies. Unless inconsistent with applicable laws, Contractor and GRPUC must treat the Policy and related information on security practices and policies that are specific to GRPUC as confidential information and as not public data pursuant to Minn. Stat. § 13.37.

4. **Data Management.** Contractor will not use GRPUC data, including production data, for testing or development purposes unless authorized in writing by GRPUC. Contractor will implement and maintain procedures to physically and logically segregate GRPUC data, unless otherwise explicitly authorized by GRPUC.
5. **Data Encryption.** Contractor must encrypt all GRPUC data at rest and in transit, in compliance with FIPS Publication 140-2 or applicable law, regulation or rule, whichever is a higher standard. All encryption keys must be unique to GRPUC data. Contractor will secure and protect all encryption keys to GRPUC data. Encryption keys to GRPUC data will only be accessed by Contractor as necessary for performance of this Contract.
6. **Data Storage.** Contractor warrants that any and all GRPUC data will be stored, processed, and maintained solely on designated servers and that no such data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.
7. **Data Center and Monitoring/Support Locations.** During the term of the Contract, Contractor will: (1) locate all production and disaster recovery data centers that store, process or transmit GRPUC data only in the continental United States, (2) store, process and transmit GRPUC data only in the continental United States, and (3) locate all monitoring and support of all Software Services only in the continental United States. GRPUC has the right to on-site visits and reasonable inspection of the data centers upon reasonable notice to Contractor prior to the visit.

8. **Security Audits & Remediation.** Contractor will audit the security of the systems and processes used to provide any and all Software Services, including those of the data centers used by Contractor to provide any and all Software Services to GRPUC. This security audit: (1) will be performed at least once every calendar year; (2) will be performed according to the Statement on Standards for Attestation Engagements (SSAE) 16 Service Organization Control (SOC) 2, International Organization for Standardization (ISO) 27001, or FedRAMP; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ("**Contractor Audit Report**"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the MGDPA; and (5) may be performed for other purposes in addition to satisfying this section.

Upon GRPUC's reasonable, advance written request, Contractor will provide to GRPUC a copy of the Contractor Audit Report.

Contractor will make best efforts to remediate any control deficiencies identified in the Contractor Audit Report in a commercially reasonable timeframe.

If GRPUC becomes aware of any other Contractor controls that do not substantially meet GRPUC's requirements, GRPUC may request remediation from Contractor. Contractor will make best efforts to remediate any control deficiencies identified by GRPUC or known by Contractor, in a commercially reasonable timeframe.

9. **Subcontractors and Third Parties.** Contractor warrants that no GRPUC data will be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by GRPUC. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides GRPUC data, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to Contractor with respect to such data.
10. **Compliance with Data Privacy and Security Laws and Standards.** Contractor shall comply with all applicable local, state, and federal data privacy and data security laws, rules, and regulations.
11. **Remedies.** Contractor acknowledges that GRPUC, because of the unique nature of its data, would suffer irreparable harm in the event that Contractor breaches its obligation under this Security and Data Protection section, and monetary damages may not adequately compensate GRPUC for such a breach. In such circumstances, GRPUC will be entitled, in addition to monetary relief, to injunctive relief or specific performance as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by GRPUC.
12. **Business Continuity.** Contractor shall have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that Software Services provided under this Contract shall be maintained continuously in the event of a disruption to the Contractor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contractor's actions to address the impacts of the following key areas likely to cause a disruption to Contractor's operations: loss of key personnel, loss of facility, and loss of information technology. Contractor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon GRPUC's request,

Contractor must also participate, at mutually agreed upon times, in GRPUC business continuity and disaster recovery testing, training, and exercise activities.

Any term or condition that allows the Contractor to terminate the Contract for any or no reason (i.e., termination for convenience) is null and void. In the event of termination or cancellation of this Contract for any reason, the Contractor shall continue to provide any then-existing Software Services for as long as GRPUC needs to transfer its data, software and other assets to an alternate service or service provider. After any such termination or cancellation, GRPUC may purchase the continuing Software Services at the pricing in effect prior to such termination or cancellation. The fee for any such purchase shall be prorated for the period of time needed, as determined by GRPUC, and shall be reduced by the amount paid for Software Services that were not used prior to such termination or cancellation. The amount of any such fee reduction shall be determined on a pro-rata basis. The Contractor shall refund to GRPUC any unused portion of payments for Software Services.

13. **Background Checks.** Contractor represents that it has conducted and will conduct background investigations into all of Contractor's agents, employees, and subcontractors that will provide Software Services to GRPUC. Such background investigations must have been or will be conducted by investigating local, state, and federal criminal records, local, state, and federal civil case records, and employment references.

If any provision of this sub-section is found to violate any applicable laws, rules, or GRPUC policies, then the Contractor will be relieved of all obligations arising under such provision. Notwithstanding anything to the contrary in this sub-section, this sub-section is only applicable and effective to extent that it is consistent with applicable laws, rules, and GRPUC policies.

14. **Secure Coding.** Contractor warrants that all Software Services are free from any and all defects in materials, workmanship, and design. Contractor warrants that all Software Services are free from any and all viruses, malware, and other harmful or malicious code. Contractor must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. Contractor must follow best practices for application code review and the most current version of the OWASP top 10.

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:

14. 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 and InGensa, Inc must be named as an Additional Insured**, to the extent permitted by law

4.1 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.

4.2 **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.

4.3 **Network Security and Privacy Liability Insurance (or equivalent).** The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Self-insurance for cyber coverage is acceptable provided that the company presents document(s) of the coverage including the value of the self-insurance fund and a SOC2 certification. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

- \$2,000,000 per occurrence
- \$2,000,000 annual aggregate

The following coverage shall be included: GRPUC named as an Additional Insured unless the coverage is written under a Professional Liability policy.

Exhibit C: Specifications, Duties, and Scope of Work



Grand Rapids Public Utilities
Grand Rapids, MN
Julie Kennedy, GM
Rochelle Van Den Heuvel, Ingensa
218-259-5072
rochellevdh@ingensainc.com

January 2, 2025
January 13, 2025

Public Works Building Surveillance

Qty	Description	Unit Price	Line Total
1	OpenEye Cloud Managed Server- 16TB Storage, Up to 24 Video Inputs		2,375.00
6	Installation & Training, Camera Reprogramming	125.00	750.00
1	Trendnet POE+ Gigabit Switch		325.00
5	Axis 12MP Fisheye Panoramic Camera	825.00	4,125.00
10	Cabling & Installation	125.00	1,250.00
1	Scissor Lift & Delivery		350.00
Total Installed			9,175.00
OpenEye Cloud Managed Web Services			
User Management, Camera Management, Alerts, Clip Storage, Analytics			
13	Video Streams- \$5/Camera/Month, Payable Annually		780.00

Plus Applicable Sales Tax



Grand Rapids Public Utilities
 Grand Rapids, MN
 Julie Kennedy, GM
 Rochelle Van Den Heuvel, Ingensa
 218-259-5072
rochellevdh@ingensainc.com

January 2, 2025

SP Building Surveillance

Qty	Description	Unit Price	Line Total
1	OpenEye Cloud Managed Server- 12TB Storage, Up to 24 Video Inputs		2,175.00
1	Trendnet POE+ Gigabit Switch		325.00
4	OpenEye Environmental Dome, Vandal Resistant, 4MP, Varifocal Lens, Mount	625.00	2,500.00
16	Cabling & Installation	125.00	2,000.00
1	Scissor Lift & Delivery		350.00
Total Installed			7,350.00
OpenEye Cloud Managed Web Services			
User Management, Camera Management, Alerts, Clip Storage, Analytics			
4	Video Streams- \$5/Camera/Month, Payable Annually		240.00
<hr/>			
Option To Upgrade 4 Existing PTZ Cameras & Integrate into System			
4	Axis 4MP PTZ Dome Cameras and Mounts	1,650.00	6,600.00
8	Cabling & Installation	125.00	1,000.00
Total Installed			7,600.00
OpenEye Cloud Managed Web Services			
User Management, Camera Management, Alerts, Clip Storage, Analytics			
4	Video Streams- \$5/Camera/Month, Payable Annually		240.00

Plus Applicable Sales Tax



Grand Rapids Public Utilities
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January 2, 2025

Waste Water Treatment Building Surveillance

Qty	Description	Unit Price	Line Total
1	OpenEye Cloud Managed Server- 12TB Storage, Up to 24 Video Inputs		2,175.00
2	Replace Existing Cameras with Axis Box Camera, 5MP, Varifocal Lens, Mount	725.00	1,450.00
1	Axis 180 Degree Panoramic Camera on West Side of Building		1,775.00
12	Cabling & Installation	125.00	1,500.00
Total Installed			6,900.00
OpenEye Cloud Managed Web Services			
User Management, Camera Management, Alerts, Clip Storage, Analytics			
3	Video Streams- \$5/Camera/Month, Payable Annually		180.00

Plus Applicable Sales Tax



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January 2, 2025

Screen House Building Surveillance

Qty	Description	Unit Price	Line Total
1	Trendnet POE+ Gigabit Switch		325.00
2	OpenEye Cloud Based Camera, Varifocal Lens with 500GB Onboard Storage North Side and West Side	975.00	1,950.00
8	Cabling & Installation	125.00	1,000.00
Total Installed			3,275.00
OpenEye Cloud Managed Web Services			
User Management, Camera Management, Alerts, Clip Storage, Analytics			
2	Video Streams- \$5/Camera/Month, Payable Annually		120.00

Plus Applicable Sales Tax



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January 2, 2025

Old Domestic Plant Gate Surveillance

Qty	Description	Unit Price	Line Total
1	Altronix Netway Hardened POE+ Gigabit Switch, Environmental Housing		1,125.00
2	OpenEye Cloud Based Camera, Varifocal Lens with 500GB Onboard Storage Facing Driveway and Facing Building	975.00	1,950.00
8	Cabling & Installation	125.00	1,000.00
Total Installed			4,075.00
OpenEye Cloud Managed Web Services			
User Management, Camera Management, Alerts, Clip Storage, Analytics			
2	Video Streams- \$5/Camera/Month, Payable Annually		120.00

Plus Applicable Sales Tax



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January 2, 2025

Water Treatment Building Surveillance

Qty	Description	Unit Price	Line Total
1	OpenEye Cloud Managed Server- 12TB Storage, Up to 24 Video Inputs		2,175.00
8	Installation & Training, Camera Reprogramming	125.00	1,000.00
Total Installed			3,175.00
OpenEye Cloud Managed Web Services			
User Management, Camera Management, Alerts, Clip Storage, Analytics			
11	Video Streams- \$5/Camera/Month, Payable Annually		660.00

Plus Applicable Sales Tax



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January 2, 2025

Loadout Road

Qty	Description	Unit Price	Line Total
Loadout Point 1			
1	Altronix Netway Hardened POE+ Gigabit Switch, Environmental Housing		1,125.00
1	Strut and Liquid Tight		425.00
2	OpenEye Cloud Based Camera, Varifocal Lens with 500GB Onboard Storage Facing Driveway and Facing Building	975.00	1,950.00
8	Cabling & Installation	125.00	1,000.00
Total Installed			4,500.00
OpenEye Cloud Managed Web Services User Management, Camera Management, Alerts, Clip Storage, Analytics			
2	Video Streams- \$5/Camera/Month, Payable Annually		120.00

Loadout Point 2			
1	Altronix Netway Hardened POE+ Gigabit Switch, Environmental Housing		1,125.00
1	Strut and Liquid Tight		425.00
2	OpenEye Cloud Based Camera, Varifocal Lens with 500GB Onboard Storage Facing Driveway and Facing Building	975.00	1,950.00
8	Cabling & Installation	125.00	1,000.00
Total Installed			4,500.00
OpenEye Cloud Managed Web Services User Management, Camera Management, Alerts, Clip Storage, Analytics			
2	Video Streams- \$5/Camera/Month, Payable Annually		120.00

These points would require GRPUC supplying an internet connection at each point from either cellular modem or fiber optic modem.

Plus Applicable Sales Tax



AMERICAN EAGLE SECURITY SYSTEMS

Item 5.

Grand Rapids Public Utilities
Grand Rapids, MN
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rochellevdh@ingensainc.com

Shelly
Natalie Hoff, Ingensa

January 2, 2025

Public Works Building Access Control

Qty	Description	Unit Price	Line Total
Existing System Overhaul			
5	2 Door Access Control Controller and Cabinet Conversion Kit with Power Supply	675.00	3,375.00
10	ADC Single Gang Smart Card Reader with BLE for Smart Phone Credentials	325.00	3,250.00
2	Lobby to Interior Doors Unlock Buttons	150.00	300.00
2	Door Disconnects- SW Exterior Warehouse, Interior Shop Hall Door		
1	Replace SE Warehouse Rim Mount Door Strike	550.00	550.00
30	Installation Labor, Programming, Training	125.00	3,750.00
Add Interior Doors			
1	2 Door Access Control Controller, Cabinet, Strike Power Supply & Battery Backup		1,325.00
2	HES Electric Strike	525.00	1,050.00
2	ADC Mullion Mount Smart Card Reader with BLE for Smart Phone Credentials	325.00	650.00
2	Door Position Switch	50.00	100.00
2	Installation Labor, Jamb Prep, Conduit Installation, Fire Stopping & Cabling	500.00	1,000.00
1	Scissor Lift & Delivery		350.00
North Gate			
1	2 Door Access Control Controller, All Weather Cabinet, Mounting Hardware		1,325.00
1	ADC Single Gang Smart Card Reader with BLE for Smart Phone Credentials		325.00
1	KBC Networks Bridge, Mounts, and Hardened Switch Power Supply		1,875.00
1	Network Cabling from Bridge to Rack		325.00
8	Installation Labor, Programming	125.00	1,000.00
1	Scissor Lift		250.00
Note: Gate Pricing Based on Conduit Between Reader and Gate Operator			
South Gate			
1	2 Door Access Control Controller, All Weather Cabinet, Mounting Hardware		1,325.00
1	ADC Single Gang Smart Card Reader with BLE for Smart Phone Credentials		325.00
1	KBC Networks Bridge, Mounts, and Hardened Switch Power Supply		1,875.00
1	Network Cabling from Bridge to Rack		325.00
8	Installation Labor, Programming	125.00	1,000.00
1	Scissor Lift		250.00
Note: Gate Pricing Based on Conduit Between Reader and Gate Operator			
Cold Storage			
1	2 Door Access Control Controller, Cabinet, Strike Power Supply & Battery Backup		1,325.00
2	HES Electric Strike	525.00	1,050.00
2	ADC Mullion Mount Smart Card Reader with BLE for Smart Phone Credentials	325.00	650.00
2	Door Position Switch	50.00	100.00
2	Installation Labor, Jamb Prep, Conduit Installation, Fire Stopping & Cabling	500.00	1,000.00

Total Installed 30,025.00

ADC Cloud Management Service

160.00/Month, Payable Annually 1,800.00

Remote Administration of Door Control System, Security Updates, Apps, System Backup



AMERICAN EAGLE SECURITY SYSTEMS

Item 5.

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rochellevdh@ingensainc.com

January 2, 2025

SP Building Access Control

Qty	Description	Unit Price	Line Total
1	2 Door Access Control Controller and Cabinet Conversion Kit with Power Supply		675.00
2	ADC Single Gang Smart Card Reader with BLE for Smart Phone Credentials	325.00	650.00
1	Network Gate Interface Button (If Needed)		625.00
10	Installation Labor, Programming, Training	125.00	1,250.00
Additional Doors			
North Facing Doors, SW Door			
2	2 Door Access Control Controller, Cabinet, Strike Power Supply & Battery Backup		2,000.00
3	HES Electric Strike	525.00	1,575.00
3	ADC Mullion Mount Smart Card Reader with BLE for Smart Phone Credentials	325.00	975.00
3	Door Position Switch	50.00	150.00
3	Installation Labor, Jamb Prep, Conduit & Cabling	750.00	2,250.00
1	Scissor Lift & Delivery		350.00
Total Installed			10,500.00

ADC Cloud Management Service

50.00/Month, Payable Annually

600.00

Remote Administration of Door Control System, Security Updates, Apps, System Backup

Plus Applicable Sales Tax



AMERICAN EAGLE SECURITY SYSTEMS

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January 2, 2025

Waste Water Treatment Building Access Control

Qty	Description	Unit Price	Line Total
2	2 Door Access Control Controller, Cabinet, Strike Power Supply & Battery Backup		2,000.00
4	ADC Single Gang Smart Card Reader with BLE for Smart Phone Credentials North Gate, North Garage, Server Room, South Entry Door	325.00	1,300.00
12	Installation Labor, Programming, Training	125.00	1,500.00
Additional Doors			
West Receiving, Maintenance Shop			
1	2 Door Access Control Controller, Cabinet, Strike Power Supply & Battery Backup		1,325.00
2	HES Electric Rim Mount Hardware	725.00	1,450.00
2	ADC Mullion Mount Smart Card Reader with BLE for Smart Phone Credentials	325.00	650.00
2	Door Position Switch	50.00	100.00
2	Installation Labor, Jamb Prep, Conduit & Cabling	750.00	150.00
1	Scissor Lift & Delivery		350.00
Total Installed			8,825.00

ADC Cloud Management Service

50.00/Month, Payable Annually

600.00

Remote Administration of Door Control System, Security Updates, Apps, System Backup

Plus Applicable Sales Tax



AMERICAN EAGLE SECURITY SYSTEMS

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January 2, 2025

Screen House Building Access Control

Qty	Description	Unit Price	Line Total
1	2 Door Access Control Controller, Cabinet, Strike Power Supply & Battery Backup		1,325.00
4	Installation Labor, Programming, Training	125.00	500.00
1	HES Electric Strike		600.00
1	Egress Bar		450.00
1	ADC Single Gang Smart Card Reader with BLE for Smart Phone Credentials		325.00
1	Door Position Switch		50.00
1	Installation Labor, Jamb Prep, Conduit & Cabling		775.00
Total			4,025.00

ADC Cloud Management Service

20.00/Month, Payable Annually

240.00

Remote Administration of Door Control System, Security Updates, Apps, System Backup

Plus Applicable Sales Tax



AMERICAN EAGLE SECURITY SYSTEMS

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Grand Rapids, MN
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January 2, 2025

Old Domestic Plant Gate Access Control

Qty	Description	Unit Price	Line Total
1	2 Door Access Control Controller, Cabinet, Power Supply & Battery Backup		1,325.00
1	ADC Single Gang Smart Card Reader with BLE for Smart Phone Credentials		325.00
1	KBC Networks Bridge, Mounts, and Hardened Switch Power Supply		1,875.00
1	Network Cabling from Bridge to Rack		325.00
8	Installation Labor, Programming	125.00	1,000.00
Total			4,850.00

ADC Cloud Management Service

10.00/Month, Payable Annually

120.00

Remote Administration of Door Control System, Security Updates, Apps, System Backup

Plus Applicable Sales Tax



AMERICAN EAGLE SECURITY SYSTEMS

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January 2, 2025

Water Treatment Building Access Control

Qty	Description	Unit Price	Line Total
2	2 Door Access Control Controller, Cabinet, Strike Power Supply & Battery Backup		2,000.00
8	Installation Labor, Programming, Training	125.00	1,000.00
3	HES Mortise Electric Door Handle	675.00	2,025.00
1	Egress Bar		450.00
3	ADC Single Gang Smart Card Reader with BLE for Smart Phone Credentials	325.00	975.00
3	Door Position Switch	50.00	150.00
3	Installation Labor, Jamb Prep, Conduit & Cabling	775.00	2,325.00
Total			8,925.00

ADC Cloud Management Service

30.00/Month, Payable Annually

360.00

Remote Administration of Door Control System, Security Updates, Apps, System Backup

Plus Applicable Sales Tax



AMERICAN EAGLE SECURITY SYSTEMS

Item 5.

Grand Rapids Public Utilities
Grand Rapids, MN
Julie Kennedy, GM
Rochelle Van Den Heuvel, Ingensa
218-259-5072
rochellevdh@ingensainc.com

January 2, 2025
January 15, 2025

Public Works Building Holdup Button & Proximity Cards

Qty	Description	Unit Price	Line Total
1	Resideo Control & Cellular Communicator, Battery Backup		
2	Desk Mount Holdup Button		
1	Portable Holdup Button		
Total Installed			750.00
Monitoring Service			
29.95/Month, Payable Annually			359.40
Alarm, Supervisory Signals, Communication Test			
Proximity Smart Cards			
100	Smart Cards, ISO Printable		750.00
1	HID Fargo HDP6600 Dual Sided Card Printer with Software		4,975.00
1	Photo ID Camera with Mount		375.00
2	Printer Cartridges, Cleaning Rollers, Laminate	275.00	550.00
Total for Printer			6,650.00

Plus Applicable Sales Tax

Exhibit D: Price and Payment Schedule

Contractor shall be compensated based on the successful completion and acceptance of specific buildings/tasks identified in the Statement of Work in Exhibit C.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 19, 2025

AGENDA ITEM: Consider a motion to ratify the procurement contract with the Institute of Environmental Assessments, Inc. (IEA) for continuous radon monitoring in the amount of \$3,280.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

In August 2024, we purchased 90-day radon testing kits for our Water Treatment Plant and conducted tests in four different areas of the building. In November, the results revealed elevated radon levels in three of the four tested areas.

As a response, our Safety Committee decided to engage a consultant for further evaluation. IEA will deploy Continuous Radon Monitors (CRMs) in all four areas and conduct monitoring for a minimum of 46 hours. They will analyze the data and provide a report that includes:

- A summary of the testing results
- A building diagram indicating the CRM placement
- Hourly testing data
- Recommendations, including actions for any results exceeding the Action Level

RECOMMENDATION:

Ratify the procurement contract with the Institute of Environmental Assessments, Inc. (IEA) for continuous radon monitoring in the amount of \$3,280.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 19, 2025

AGENDA ITEM: Consider a motion to ratify the procurement contract with Kem-Group USA for a spherical media for the WTP aerator for \$5,022.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Water Wastewater operations and maintenance project with a budget of \$10,000. \$0 has been spent to date.

The GRPUC Procurement Policy was followed.

The vendor's Certificate of Insurance has been verified to meet the contract requirement and is on file.

RECOMMENDATION:

Approve a motion to ratify the procurement contract with Kem-Group USA for a spherical media for the WTP aerator for \$5,022.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 19, 2025

AGENDA ITEM: Consider a motion to approve the procurement contract with Bolton and Menk for preliminary engineering services for the design of the water treatment plant renovation project and authorize the General Manager to sign the contract for \$133,100.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Water Wastewater capital project with a budget of \$3,500,000. \$400,000 has been spent to date.

The GRPUC Procurement Policy was followed.

The vendor's Certificate of Insurance has been verified to meet the contract requirement and is on file.

RECOMMENDATION:

Consider a motion to approve the procurement contract with Bolton and Menk for preliminary engineering services for the design of the water treatment plant renovation project and authorize the General Manager to sign the contract for \$133,100.

PROCUREMENT CONTRACT

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 Bolton & Menk Inc., a business, located at 7533 Sunwood Drive NW Suite 206 Ramsey, MN 55303-5119 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received a quotation from the contractor for engineering services for planning and design of Grand Rapids water treatment plant renovation (“**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 3/10/25. 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 12/31/25.

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:

Provide the scope of services as detailed in exhibit B which consists of system needs, preliminary design and funding assistance.

(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 One Hundred and Thirty-Three Thousand and One Hundred Dollars (\$133,100) .

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed One Hundred and Thirty-Three Thousand and One Hundred Dollars (\$133,100) .

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 Wastewater Manager at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744 and the following telephone number: 218-326-5195, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Brian Gulden Principal Environmental Engineer, at the following business address: 7533 Sunwood Drive NW Suite 206 Ramsey, MN 55303-5119, and the following telephone number: 763-433-2851, ext 2658, 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.

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 **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 or alleged 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 and may not exceed \$50,000 without the written approval of GRPUC.

3.5 **Privacy Liability Insurance (or equivalent)** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:

\$2,000,000 - per Occurrence

\$2,000,000 - annual Aggregate

The following coverage shall be included: GRPUC named as an Additional Insured unless the coverage is written under a Professional Liability policy.

3.6 **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

Bolton & Menk, Inc. is pleased to provide this scope and fee in support of your water treatment plant improvements. The city has identified needed improvements for the water treatment facility and is now looking to move the project forward to utilize state appropriation dollars received by the utility. The major drivers for these projects are improved treatment capacity, safety/reliability, and facility age. The following sections of this letter provide details for the water treatment facility improvements, and the engineering scope and fees to begin developing the project.

System Needs

The following paragraphs summarize the needs for the existing system.

The existing water treatment facility is approximately 37 years old and much of the facility is operating with original equipment. The facility is performing well for its age but is in need of replacement of various treatment and pumping components to ensure reliable treatment and production of water for the city's users.

The most pressing concerns at the facility are the original mechanical aerator and gravity filtration improvements. The aerator experiences freezing issues in winter months which impacts treatment performance and water chemistry. To prevent corrosion in the distribution system, it is recommended to maintain year-round aeration to increase the pH of the water. To accomplish this task, improvements are required on the aerator to replace the media and modify the aerator such that it will operate in the winter without freezing.

The dual media filters are constructed of greensand and anthracite, both original with the facility. The utility currently backwashes each filter once a day to prevent high turbidity in the filtration effluent. Backwashing daily can impact the filtration media and requires operator time to ensure each backwash runs smoothly. The goal is to improve the filtration rate of the filters to filter more water and decrease the number of backwashes required to maintain a high-quality effluent water.

In addition to the above treatment concerns, city staff has identified the following additional needs at the facility.

- *Rehabilitate existing ion exchange softening vessels (new paint and new media)
- * Improved parking, new dumpster pad, and loading dock improvements.
- * Modification and replacement of existing chemical feed systems to include fully automated systems.
- * Building modifications and additions to house chemical feed systems in separate rooms.

- * Replacement of valves, valve actuators, and piping (final list of valves to be evaluated by GRPU)
- * Replace high service pumps and associated electrical drives and VFD's.
- * Replacement of filter media for both gravity and ion exchange vessels.
- * Roofing replacement and miscellaneous building repairs to add additional office space.
- * Review replacement of windows and doors.
- * Site improvements, landscaping, ADA accessibility review, entrance walk repairs.
- * HVAC and plumbing improvements.
- * Electrical, lighting, MCC, and controls upgrades.
- * Review of generator size to verify it is sized for the correct load and improve security around generator.

Improvement Costs

The scope of work for the improvements is highly variable and it will be better defined as we work through the preliminary engineering phase. At this time, it is anticipated that the project may be in the range of \$7.0M - \$10.0M. However, as additional scope is added the total cost of the project will increase. The goal of preliminary engineering is to identify the final scope of the project and to develop a final cost estimate with the utility.

To meet the project schedule and provide the city with the best opportunity for funding we propose to complete the following preliminary engineering tasks:

- Water treatment facility inspection and walkthrough with GRPU staff.
- Two (2) meetings with GRPU staff to discuss scope items.
- Site surveys and site plan of existing conditions.
- Evaluation of rehabilitation needs of the existing facility.
- Determine final scope of the project prior to final design.
- We will evaluate the existing facility and determine if the facility has adequate capacity to meet current and future demands identified from previous water system studies. This proposal does not include evaluation of adding wells, additional well field sites, or expansion of the treatment facility. If it is determined that additional capacity is necessary, we will work with GRPU to develop a scope of services to investigate capacity expansion.
- Provide final written report to the utility. The report will summarize the findings of preliminary engineering and include a hydraulic profile, design data, and preliminary site plans

for improvements. The report will provide the framework and final scope for final design. Report will summarize:

water demands (existing and projected),

Filtration capacity and throughput,

Final design data, hydraulic profile, treatment recommendations, and site plans,

Evaluate equipment selections,

Evaluate backwashing procedures and recommended filtration improvements,

Proposed location and layout of new chemical feed rooms and required building modifications,

cost opinions of proposed improvements

Evaluation of water chemistry in regard to corrosion prevention,

Evaluation of alternatives of treatment processes,

Description of final scope for design

We will include in preliminary engineering a facility 3D scan of the interior and exterior of the building and process areas. Scanning will be used to develop a 3D model in Revit which will be used to create a 3D model of the building and process components (piping, pumps, doors, windows, valves, etc.) to use for design. This proposal does not include modelling for plumbing and electrical systems (conduit, plumbing piping, electrical gear, switches, outlets, etc.).

Electrical evaluation for generator size and MCC improvements for current and proposed equipment. It is assumed the existing electrical room has sufficient space for improvements and a new electrical room is not required.

Report will also provide preliminary layout and design of proposed water treatment plant improvements. The building layouts will be reviewed with utility staff at one of the coordination meetings. It is anticipated that building additions will be required for new chemical rooms and building modifications for additional office space.

One final review meetings with GRPU staff and Commission as necessary and modifications following utility direction

Funding Assistance

Throughout work on preliminary engineering, Bolton and Menk will work closely with the utility to apply for and position the community for funding. This will include completion of preliminary loan applications, funding requests, and review of documents required for PFA funding (audits, operation budgets, etc. provided by the utility). Work will include: Public Facilities Authority (PFA) Funding Source applications and review of documents

Drinking Water Revolving Fund coordination with MDH and PFA

Water Infrastructure Financing Grants ▪ Preliminary WIF application was submitted in January 2025. Future work to include finalized WIF application and additional documents required for PFA.

Proposed schedule:

Water Treatment Facility Improvements Proposed Project Schedule	
Milestone	Approximate Period
Preliminary Design	Spring 2025
Final Preliminary Engineering Report	Summer 2025
Final Design	Summer 2025 – Fall/Winter 2025
Funding Assistance	Ongoing
<i>Submit Plans and Specifications to MDH</i>	<i>Fall/Winter 2025</i>
<u>Approvals</u> and Funding Applications	Ongoing
Bid and Award Project (funding dependent)	Winter 2025/2026
MDH Certification of plans	Winter 2025/2026
Construction (estimated)	Spring 2026 – Fall 2028

Grand Rapids Public Utilities

March 19, 2025

Operational and Capital Updates

GRPU Management Team





MISSION VISION VALUES

WHO WE ARE

Grand Rapids Public Utilities (GRPU) is a statutory municipal utility established by the city of Grand Rapids, Minnesota. The Grand Rapids Public Utilities Commission (GRPUC) provides full control, operation and management of the GRPU electric power distribution system, the water production, treatment and distribution systems, and the wastewater collection and treatment systems.



Our Vision

Our vision is to be a dynamic public asset for the thriving community of Grand Rapids, enhancing lives and fostering growth through excellence in the provision of essential utility services.



Our Mission

Our mission is to empower GRPU team members to deliver safe, reliable, affordable, sustainable, and customer-focused utility services for our community.



Our Values

- Safety** We hold paramount the well-being of our employees and the public in all operations.
- Integrity** We uphold ethical standards and foster trust with all stakeholders.
- Customer Focus** We prioritize customer needs and satisfaction in all our decisions and actions.
- Efficiency** We maximize resources to provide cost-effective services without compromising quality.
- Reliability** We consistently deliver high-quality utility services and strive for uninterrupted access.
- Sustainability** We employ environmentally responsible practices in our operations and services.
- Transparency** We openly share information and decision-making processes, promoting informed community involvement.



Operations: Updating the Commission Bylaws by Julie Kennedy

- Last updated in 2006
- Add references to relevant City ordinances and resolutions
- Remove specific meeting dates and replace with language allowing for designation at the annual reorganizational meeting (March)
- Review remuneration for Commissioners
- Consider designating committees
 - Personnel
 - Audit and Finance
 - City / GRPUC

**Bylaws of the
Grand Rapids Public Utilities Commission**

Background

The Public Utilities Commission (the "PUC") was established in 1910 with the mandate to operate the electrical, water and waste water treatment systems for the City of Grand Rapids. As of 2006, the PUC has approximately 45 employees and serves 6880 electrical customers, 3322 water customers and 3270 wastewater treatment customers.

By-Laws (adopted October 11, 2006)

These By-Laws apply to the conduct of the Board of Commissioners which governs the PUC. Extensive rules, regulations, rate schedules and procedures govern the PUC service delivery. Employee rights and responsibilities are documented in the Personnel Policy Manual and elsewhere.

Article I - Name

The name of the organization is the Grand Rapids Public Utilities Commission.

Article II - Purpose

The PUC was established in 1910 under Minnesota Statutes Chapter 412 and is charged with the responsibility to operate and manage the electrical distribution system, the water supply system and the wastewater collection and treatment system for the City of Grand Rapids. The PUC also serves the nearby communities and rural areas through contracts or state mandated service territories.



Uninterrupted, High-Quality Utility Services (US)

Capital: Electric Airport Road Project by Chad Troumbly

Project Highlights:

- Increase capacity to industrial parks
- Supplement current overhead lines
- Work detail
 - Cable
 - Switch cabinets
 - Boring
 - New connections



Project Name	Location	Status/ Completion Date	Budgeted Amount	Actual Spent	Funding Source
7-17th Airport Rd Prim UG	Airport Road	In design, summer construction	\$394,193	\$0	Rever 66

Engaging and Educating the Community (EC)

Operations: Electric Jurisdiction by Chad Troumbly

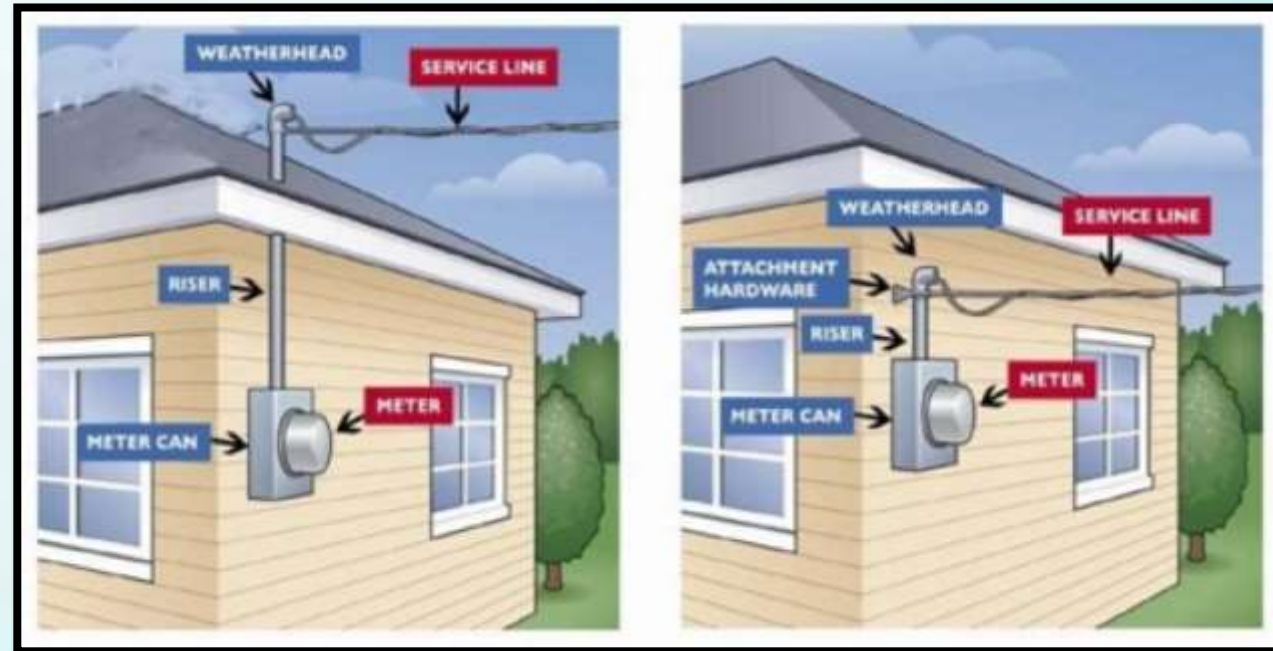
Division of Ownership for Overhead Line Connections - Storm Repair

Customer

- Weather head
- Riser
- Meter can (Meter base)

Utility

- Service Line
- Meter



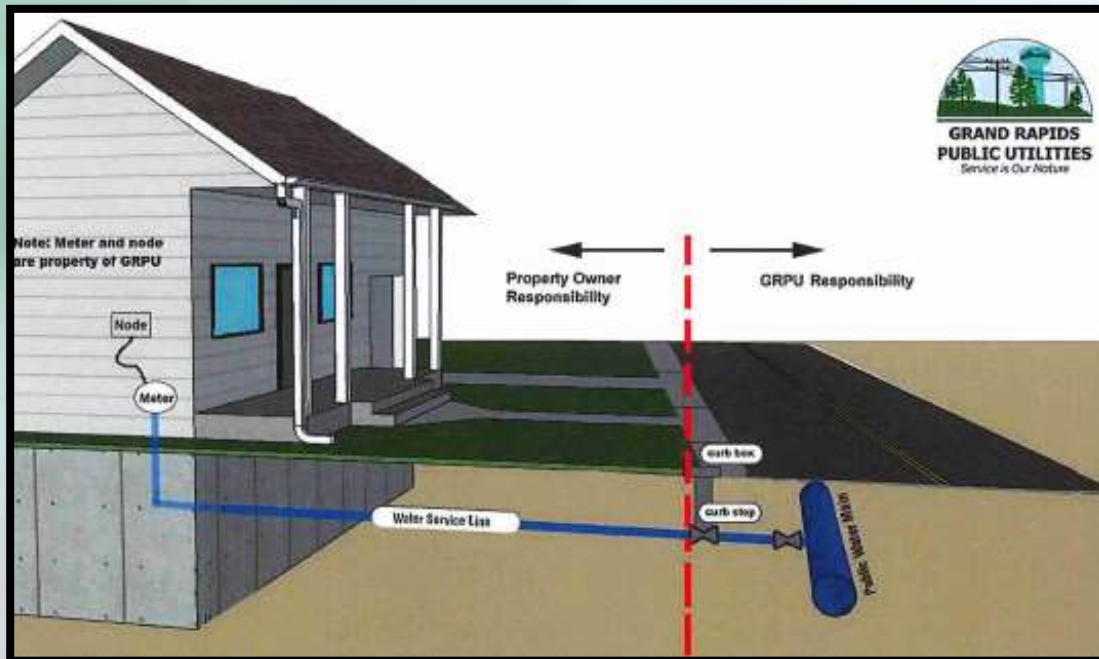
Engaging and Educating the Community (EC)

Operations: Water/Sewer Jurisdiction by Julie Kennedy

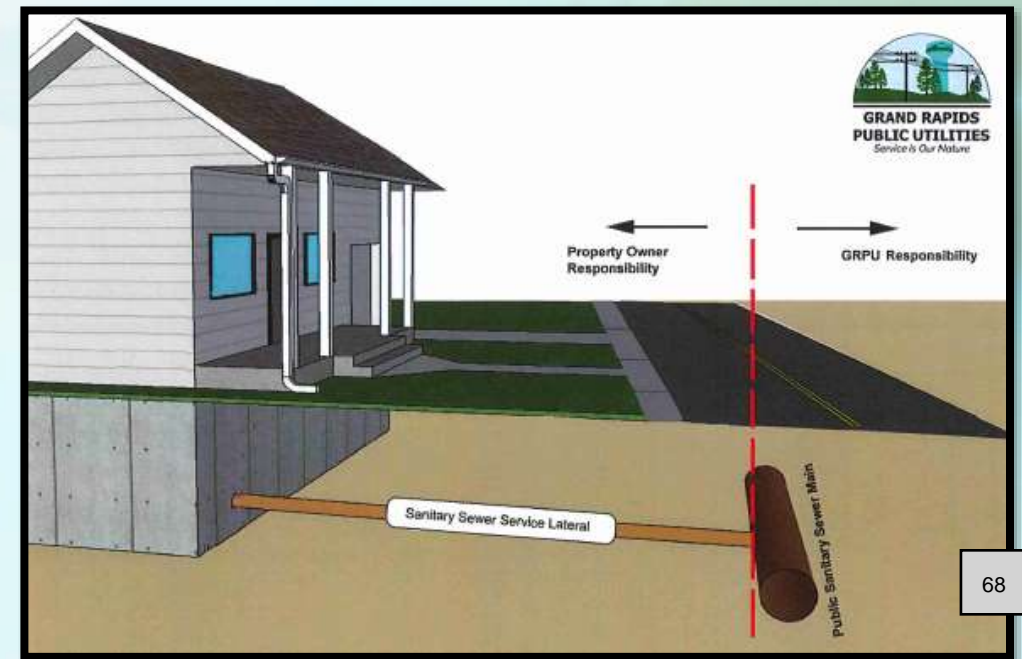
Property owners are responsible for the maintenance of the:

- water service line from their dwelling up to the curb stop (water meter/node are GRPUC property)
- sanitary sewer service line from their dwelling up to and including the connection to the public system

WATER



SANITARY SEWER



Engaging and Educating the Community (EC)

Item 9.

Operations: SLWA Program Update by Julie Kennedy

- Program started in 2018
- Vetted 3 companies, endorsed SLWA
- Completely voluntary program
- Discuss program continuation

Service Line Warranties
HomeServe GRAND RAPIDS PUBLIC UTILITIES

Service Line Repair Program at a Glance

HomeServe is honored to continue bringing your residents affordable home repair solutions and superior service.

Partnership Fast Facts

As of February, 2025

451 TOTAL PLANS	31 CLAIMS SERVICED	7.10% HOMEOWNERS ENROLLED
335 CUSTOMERS COVERED	\$22,801 CUSTOMER SAVINGS	5/5 CUSTOMER SATISFACTION

- **Customizable Program:** Enables customizable and collaborative marketing efforts on program offers and materials.
- **Contractor Standards:** Ensures that all work is done by local, licensed, insured contractors with the appropriate permits.
- **HomeServe Cares:** We are committed to putting people at the heart of everything we do, and that includes our corporate social responsibility. We actively support and care for People, Communities, Veterans and the Common Good, both locally and nationwide.

HomeServe at a Glance

- Founded in 1998 in the UK, expanding to the US in 2003
- Over 1,300 municipal, utility and association partners
- Over 5M customers, Over 9M service repair plans in the US
- Administers the NLC Line Warranty Program

Contacts

Christopher Rebar, Account Manager
Phone: 412-715-7331
christopher.rebar@homeserveusa.com

Shirley Epsten, Senior Account Director
Phone: 202-840-8355
shirley.epsten@homeserveusa.com

Products | Why Buy a Plan | About Us | Contact Us | Blog

Repair Plans Available For: City of Grand Rapids, MN customers

Exterior Water Service Line Coverage

Let Exterior Water Service Line Coverage help protect you from expensive repairs to the line that brings water to your home.

The plan includes:
\$5.33/mo.

[View More Coverage Information](#)

Add To Cart

Exterior Sewer/Septic Line Coverage

Take Service Line Warranties coverage a step further by insuring the main or stacking unit. Help keep what's underground covered with a better service plan.

The plan includes:
\$7.33/mo.

[View More Coverage Information](#)

Add To Cart

Interior Plumbing and Drainage Coverage

The plumbing and drainage inside your home could fail without warning due to leaking or broken water supply pipes or clogged drain lines! Taking your home as best with the cost of a repair.

The plan includes:
\$6.58/mo.

[View More Coverage Information](#)

Add To Cart

Engaging and Educating the Community (EC)

Item 9.

Operations: Home Show & Chamber Luncheon Recap by Julie Kennedy

NMBA Home Show

- ~80 customers who engaged with staff at the booth
- 4 energy audit commitments, several others took the application form
- Most attendees were not GRPU customers
- GRPU staff debriefed, reviewing alternative future events

Chamber Luncheon Sponsor

- Support City of Grand Rapids and Itasca County
- Presented website, Caring Fund Program, rebates, energy audits, and 2 door prizes



Grand Rapids Area Chamber of Commerce

MARCH 10TH LUNCHEON AT THE TIMBERLAKE

COMMUNITY CONVERSATIONS: PROGRESS & POSSIBILITIES

Join us for an insightful discussion on the current state of Itasca County and the initiatives shaping our communities in 2025. Commissioner Venema will provide an overview of the county as a whole, while our local mayors—Tasha Connelly (Grand Rapids), Josh Casper (Cohasset), and Amy Pifer (Bigfork)—will share updates on key projects and priorities within their cities. This is a great opportunity to stay informed, ask questions, and connect with local leadership as they work toward a stronger future for our region. Don't miss this chance to engage with those guiding the growth and development of Itasca County!

Sponsored by

SPEAKERS:

COMMISSIONER CASEY VENEMA

TASHA CONNELLY
Mayor of Grand Rapids

AMY PIFER
Mayor of Bigfork

JOSH CASPER
Mayor of Cohasset

GRAND RAPIDS PUBLIC UTILITIES
Service is Our Nature

11:45 Buffet Available
12:00 Luncheon Begins
1:00 Adjourn

RSVP DEADLINE: 3/6/25
218.326.6619
STACIA@GRANDMN.COM

\$15/ Member
\$20/Nonmembers


*Please note that taxes are not included in the price and will be added at checkout. Gratuity is also not included. Thank you for your understanding and support!

Engaging and Educating the Community (EC)

Item 9.

Operations: March Customer Campaign by Jean Lane

Safe Use of Generators



MARCH CUSTOMER CAMPAIGN - Safe Use of Generators

Grand Rapids Public Utilities knows a portable generator can be a reliable backup during outages. Always use generators outdoors, away from windows, to prevent carbon monoxide poisoning. Plug appliances directly into the generator or use a heavy-duty outdoor-rated extension cord to avoid dangerous back-feeding. For more tips on safe use of generators, see our [fact sheet](#).



Grand Rapids Public Utilities
March 10 at 10:00 AM

For more generator safety tips, visit: https://cityofgrandrapidsmn.com/.../generator_safety_fact...

GENERATOR SAFETY TIPS

Grand Rapids Public Utilities knows a portable home generator can be a good back-up option when the power goes out.

- Always use generators outside and away from windows to prevent carbon monoxide poisoning.
- Plug appliances directly into the generator or use a heavy-duty outdoor-rated extension cord to avoid back-feeding.
- Back-feeding will energize power lines and can hurt utility workers making repairs.

Click [HERE](#) for a fact sheet on Safe Use of Generators

- Education & Environment
 - Call Before You Dig
 - Conservation
 - Electric Vehicles
 - Safe Use of Generators ←
 - Lead and Copper Service Lines
 - Legionella and Drinking Water Information

Use and Stewardship of the Natural Environment (NE)

Item 9.

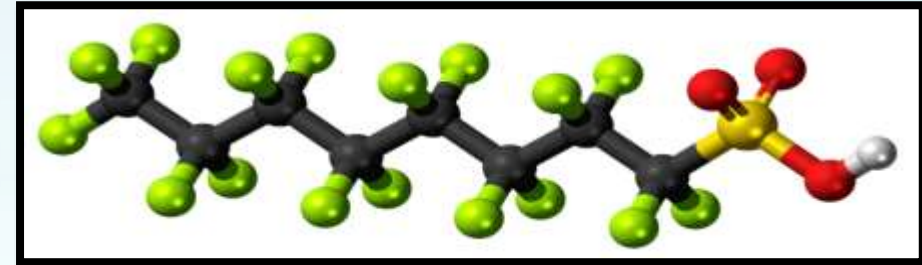
Operations: PFAS testing by Julie Kennedy

Wastewater

- Completed 2022 MOU with MPCA on WW influent testing
- 4 rounds of samples of domestic and industrial
- Same 8 PFAS chemicals found in both (2.73-54.7 ppt)
- GRPU PFAS management plan to conduct additional testing and public education on reduction
- New MPCA project (similar to former MOU) to investigate septic hauler waste, collecting samples in April and May 15

Drinking water

- MDH UCMR5 sampling results are below guidance values for PFAS
- MDH states a person drinking water at or below the guidance value would have little or no risk for health effects





Operational Excellence (OE)

Operations: March Safety Summary by Julie Kennedy

Safety Topic This Month:

Safety Brad trained required employees on Safety Culture & OSHA 300a log review on March 19th

Safety Committee Program Review This Month:

Safety Brad and the Safety Committee will review the AWAIR program at the March 20th meeting.

Incidents Reported last Month by Department

Administration: None

Business Services: None

Electric: None

Water-Wastewater: One

Cumulative Incidents for 2025

Recordable Incidents	0
Lost Time Days 2024	0
Restricted Days 2024	0
First Aid Only (not recordable)	1
Total FROI	1

Recordable Incident 5-year History

	2021	2022	2023	2024	2025
ADMIN	0	0	0	0	0
BUS SVCS	0	0	1	0	0
ELEC	0	0	0	1	0
W-WW	1	0	0	0	0
TOTAL	1	0	1	1	0

Operational Excellence (OE)

Capital: Building Security Upgrade by Mike LeClaire

- Current security system is 20+ years old
- Addition of security locations
 - Reduction in staff travel time for monitoring
- Off premise servers
- Improved access control with new control groups
- Removal of door access points
- Added functionality of mobile devices and remote gate control
- Added security cameras to several areas
- Started at CSC on 3/5, WWTP Service Center starts 3/17



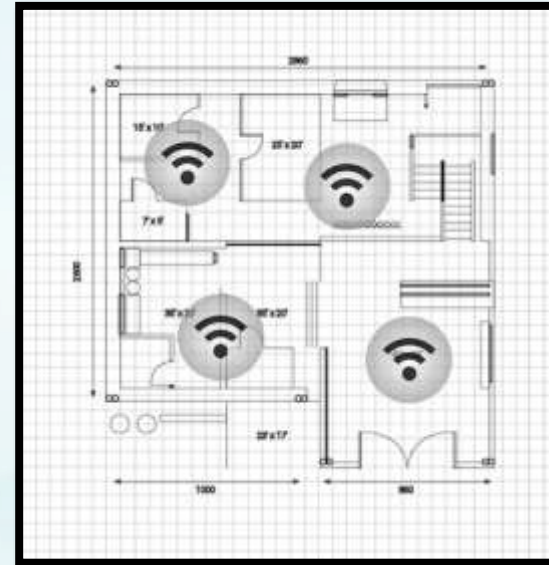
Project Name	Location	Status/ Completion Date	Budgeted Amount	Actual Spent	Funding Source
Building Security Project	Throughout GRPU bldgs	In construction, complete May 2025	\$131,519	\$0	Revenue



Operational Excellence (OE)

Operations: Internet / Wi-Fi / Phone Upgrade by Mike LeClaire

- New internet installed 3/3/2025
- Wi-Fi coverage for CSC, WWTP, & Solids Processing Bldg
 - Currently one Wi-Fi router in CSC conference room
 - Buildings have poor cell phone / iPad signal
 - Safety concern at Solids Processing Bldg
- New phone system evaluation
 - Current phone system 20+ years old
 - Designed before cell phones were common - many existing phone locations and direct lines no longer needed
 - Off premise phone server



Grand Rapids Public Utilities

Upcoming Commission Meetings

Work Session: April 9, 2025

Regular Meeting: April 30, 2025





GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 19, 2025

AGENDA ITEM: Consider a motion to approve the 2025/26 GRPUC Regular Work Session and Regular Meeting dates and times.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

We initially approved these meeting dates during the December 18, 2024, Regular Meeting. However, we propose formally approving the Commission Meeting dates during the annual reorganizational meeting held at the March Regular Meeting. This adjustment would cover the meeting dates from January 2026 through March 2026, ensuring we reach the March 2026 meeting to approve the schedule for April 2026 through March 2027.

RECOMMENDATION:

Approve the 2025/26 GRPUC Regular Work Session and Regular Meeting dates and times.

April

S	M	T	W	T	F	S
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May

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18	19	20	21	22	23	24
25	26	27	28	29	30	31

June

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22	23	24	25	26	27	28
29	30					

July

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27	28	29	30	31		

August

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31						

September

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October

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November

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December

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January 2026

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25	26	27	28	29	30	31

February 2026

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15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 19, 2025

AGENDA ITEM: Consider a motion to approve Resolution No. 03-19-25-04 Ratifying the Issuance and Sale of \$4,770,000 City of Grand Rapids, Minnesota General Obligation Bonds, Series 2025A

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

GRPU finance team in conjunction with the City of Grand Rapids finance team worked with financial advisors Ehlers, Inc. to issue debt on behalf of the City and Public Utilities for the 3rd Avenue Northeast project. This bond sale was on Monday, March 10 at which the City Council awarded the sale at the City Council meeting. A premium bid was accepted which reduced the total bond size from \$5,180,000 to \$4,770,000. True interest cost 3.4235%

This resolution is necessary to ratify the sale of the bonds which the city performed for the GRPU and pledging GRPU water and sanitary sewer utility revenues to pay for the principal and interest on the water revenue bonds and sanitary sewer revenue bonds. The water portion of the bonds is \$780,000 and the sanitary sewer portion of the bonds is \$750,000.

RECOMMENDATION:

Approve Resolution No. 03-19-25-04 Ratifying the Issuance and Sale of \$4,770,000 City of Grand Rapids, Minnesota General Obligation Bonds, Series 2025A.

GRAND RAPIDS PUBLIC UTILITIES COMMISSION

RESOLUTION NO. 03-19-25-04

RATIFYING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2025A, BY THE CITY OF GRAND RAPIDS, MINNESOTA FOR WATER AND SANITARY SEWER PROJECTS

WHEREAS, on March 10, 2025, the City of Grand Rapids, Minnesota (the "City") considered a resolution (the "City Resolution") awarding the sale of its General Obligation Bonds, Series 2025A (the "Bonds"), in the original aggregate principal amount of \$4,770,000, to finance, among other things, the construction of improvements to the City's water and wastewater facilities in connection with the 3rd Avenue Northeast project (the "Project"); and

WHEREAS, the City Resolution pledges certain Net Water Revenues and Net Sewer Revenues (as defined therein) of the Grand Rapids Public Utilities Commission (the "Commission") to the payment of a portion of the Bonds (the "Water Revenue Bonds" and the "Sewer Revenue Bonds," respectively), and sets forth certain covenants and agreements of the Commission with respect to the Water Revenue Bonds, the Sewer Revenue Bonds, and the water and wastewater systems that the Commission operates; and

WHEREAS, the Commission desires to approve the sale of the Bonds and to ratify, accept and assume the covenants and obligations of the Commission described in the City Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Grand Rapids Public Utilities Commission, as follows:

1. The Commission hereby ratifies and approves the issuance of the Bonds and the pledge of the Net Water Revenues to the payment of the Water Revenue Bonds and the pledge of the Net Sewer Revenues to the payment of the Sewer Revenue Bonds.

2. The Commission shall make principal and interest payments on the Water Revenue Bonds and the Sewer Revenue Bonds in accordance with the schedules attached hereto as EXHIBIT A.

3. The Commission hereby ratifies, accepts and assumes all covenants and obligations ascribed to it under the City Resolution, as if fully set forth herein, and agrees, for the benefit of the City and the holders of the Bonds, to comply therewith.

4. The Commission covenants and agrees with the City that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Certificates to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. To that end, the Commission will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, and

limitations on amounts invested at a yield greater than the yield on the Bonds.

5. The Commission further covenants not to use the proceeds of the Bonds or the Project, or to cause or permit them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

Adopted this 19th day of March, 2025.

Tom Stanley, President
Grand Rapids Public Utilities Commission

Attest:

Luke Francisco, Secretary
Grand Rapids Public Utilities Commission

EXHIBIT A
DEBT SERVICE SCHEDULES FOR
WATER REVENUE BONDS AND SEWER REVENUE BONDS

City of Grand Rapids, Minnesota

\$780,000 General Obligation Bonds, Series 2025A

Water

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/02/2025	-	-	-	-	-
02/01/2026	-	-	29,277.08	29,277.08	29,277.08
08/01/2026	-	-	17,625.00	17,625.00	-
02/01/2027	35,000.00	5.000%	17,625.00	52,625.00	70,250.00
08/01/2027	-	-	16,750.00	16,750.00	-
02/01/2028	40,000.00	5.000%	16,750.00	56,750.00	73,500.00
08/01/2028	-	-	15,750.00	15,750.00	-
02/01/2029	40,000.00	5.000%	15,750.00	55,750.00	71,500.00
08/01/2029	-	-	14,750.00	14,750.00	-
02/01/2030	45,000.00	5.000%	14,750.00	59,750.00	74,500.00
08/01/2030	-	-	13,625.00	13,625.00	-
02/01/2031	45,000.00	5.000%	13,625.00	58,625.00	72,250.00
08/01/2031	-	-	12,500.00	12,500.00	-
02/01/2032	45,000.00	5.000%	12,500.00	57,500.00	70,000.00
08/01/2032	-	-	11,375.00	11,375.00	-
02/01/2033	50,000.00	5.000%	11,375.00	61,375.00	72,750.00
08/01/2033	-	-	10,125.00	10,125.00	-
02/01/2034	50,000.00	5.000%	10,125.00	60,125.00	70,250.00
08/01/2034	-	-	8,875.00	8,875.00	-
02/01/2035	55,000.00	5.000%	8,875.00	63,875.00	72,750.00
08/01/2035	-	-	7,500.00	7,500.00	-
02/01/2036	55,000.00	4.000%	7,500.00	62,500.00	70,000.00
08/01/2036	-	-	6,400.00	6,400.00	-
02/01/2037	60,000.00	4.000%	6,400.00	66,400.00	72,800.00
08/01/2037	-	-	5,200.00	5,200.00	-
02/01/2038	60,000.00	4.000%	5,200.00	65,200.00	70,400.00
08/01/2038	-	-	4,000.00	4,000.00	-
02/01/2039	65,000.00	4.000%	4,000.00	69,000.00	73,000.00
08/01/2039	-	-	2,700.00	2,700.00	-
02/01/2040	65,000.00	4.000%	2,700.00	67,700.00	70,400.00
08/01/2040	-	-	1,400.00	1,400.00	-
02/01/2041	70,000.00	4.000%	1,400.00	71,400.00	72,800.00
Total	\$780,000.00	-	\$326,427.08	\$1,106,427.08	-

Yield Statistics

Bond Year Dollars	\$7,537.83
Average Life	9.664 Years
Average Coupon	4.3305160%
Net Interest Cost (NIC)	3.5683721%
True Interest Cost (TIC)	3.4242890%
Bond Yield for Arbitrage Purposes	3.1988646%
All Inclusive Cost (AIC)	3.5888197%

IRS Form 8038

Net Interest Cost	3.2249847%
Weighted Average Maturity	9.602 Years

2025A GO Bonds - FINAL | Water | 3/10/2025 | 10:49 AM



City of Grand Rapids, Minnesota

\$750,000 General Obligation Bonds, Series 2025A

Sanitary Sewer

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/02/2025	-	-	-	-	-
02/01/2026	-	-	28,155.83	28,155.83	28,155.83
08/01/2026	-	-	16,950.00	16,950.00	-
02/01/2027	35,000.00	5.000%	16,950.00	51,950.00	68,900.00
08/01/2027	-	-	16,075.00	16,075.00	-
02/01/2028	35,000.00	5.000%	16,075.00	51,075.00	67,150.00
08/01/2028	-	-	15,200.00	15,200.00	-
02/01/2029	40,000.00	5.000%	15,200.00	55,200.00	70,400.00
08/01/2029	-	-	14,200.00	14,200.00	-
02/01/2030	40,000.00	5.000%	14,200.00	54,200.00	68,400.00
08/01/2030	-	-	13,200.00	13,200.00	-
02/01/2031	45,000.00	5.000%	13,200.00	58,200.00	71,400.00
08/01/2031	-	-	12,075.00	12,075.00	-
02/01/2032	45,000.00	5.000%	12,075.00	57,075.00	69,150.00
08/01/2032	-	-	10,950.00	10,950.00	-
02/01/2033	50,000.00	5.000%	10,950.00	60,950.00	71,900.00
08/01/2033	-	-	9,700.00	9,700.00	-
02/01/2034	50,000.00	5.000%	9,700.00	59,700.00	69,400.00
08/01/2034	-	-	8,450.00	8,450.00	-
02/01/2035	50,000.00	5.000%	8,450.00	58,450.00	66,900.00
08/01/2035	-	-	7,200.00	7,200.00	-
02/01/2036	55,000.00	4.000%	7,200.00	62,200.00	69,400.00
08/01/2036	-	-	6,100.00	6,100.00	-
02/01/2037	55,000.00	4.000%	6,100.00	61,100.00	67,200.00
08/01/2037	-	-	5,000.00	5,000.00	-
02/01/2038	60,000.00	4.000%	5,000.00	65,000.00	70,000.00
08/01/2038	-	-	3,800.00	3,800.00	-
02/01/2039	60,000.00	4.000%	3,800.00	63,800.00	67,600.00
08/01/2039	-	-	2,600.00	2,600.00	-
02/01/2040	65,000.00	4.000%	2,600.00	67,600.00	70,200.00
08/01/2040	-	-	1,300.00	1,300.00	-
02/01/2041	65,000.00	4.000%	1,300.00	66,300.00	67,600.00
Total	\$750,000.00	-	\$313,755.83	\$1,063,755.83	-

Yield Statistics

Bond Year Dollars	\$7,242.92
Average Life	9.657 Years
Average Coupon	4.3318989%
Net Interest Cost (NIC)	3.5668431%
True Interest Cost (TIC)	3.4224977%
Bond Yield for Arbitrage Purposes	3.1988646%
All Inclusive Cost (AIC)	3.6158113%

IRS Form 8038

Net Interest Cost	3.2229111%
Weighted Average Maturity	9.595 Years

2025A GO Bonds - FINAL | Sanitary Sewer | 3/10/2025 | 10:49 AM



CERTIFICATION

I, Julie Kennedy, the General Manager of the Public Utilities Commission of Grand Rapids, Minnesota, do hereby certify that the attached copy of Resolution No. 03-19-25-04, adopted on March 19, 2025, is a true and correct copy of the original.

By: _____
Its: General Manager



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 19, 2025

AGENDA ITEM: Consider a motion to approve discontinuing the Electrical Water Heater Load Management Program effective June 30, 2025.

PREPARED BY: Chad Troumbly, Electric Department Manager

BACKGROUND:

GRPU managers are continuously evaluating programs for Commission review. After thorough research and discussion at two prior work sessions, staff recommend discontinuing the water heater portion of the load management program effective June 30, 2025.

Under the current wholesale contract, this program operates at a loss, with GRPU paying more in credits than it saves by reducing peak demand.

If approved, GRPU will no longer enroll new customers, and current participants will be notified via a customer campaign about the program's discontinuation and the end of credits.

RECOMMENDATION:

Approve discontinuing the Electrical Water Heater Load Management Program effective June 30, 2025.



Electric Reliability Report

03/

Item 13.

Date Range

02/05/2025 - 02/21/2025

SAIDI:	0.07	Avg Minutes / Customers Served	CAIDI:	28.58	Avg Minutes / Customer Out	Total Customers Out:	19
SAIFI:	0.00	Cust Outages / Customers Served	CAIFI:	0.211	Avg Outages / Customer Out	Total Reported Hours:	0
Active:	7642	Active Electric Customers	Outages:	4	Total Number of Outages	Total Customer Hours Out:	0
ASAI:	99.99999	Average Percent System Available					

Outage Time	Restored Time	Outage Type	Duration (Hours)	Customers Out	Customer Hours
2/5/2025 9:41:09 AM	2/5/2025 9:55:30 AM	Equipment -r-	0.23	1	0.23
2/6/2025 11:29:26 AM	2/6/2025 11:57:06 AM	Tree -r-	5.13	11	56.47
2/8/2025 3:20:13 PM	2/8/2025 3:28:36 PM	Equipment -r-	0.27	2	0.53
2/21/2025 5:08:51 PM	2/21/2025 5:49:36 PM	Unknown -r-	3.42	5	17.08

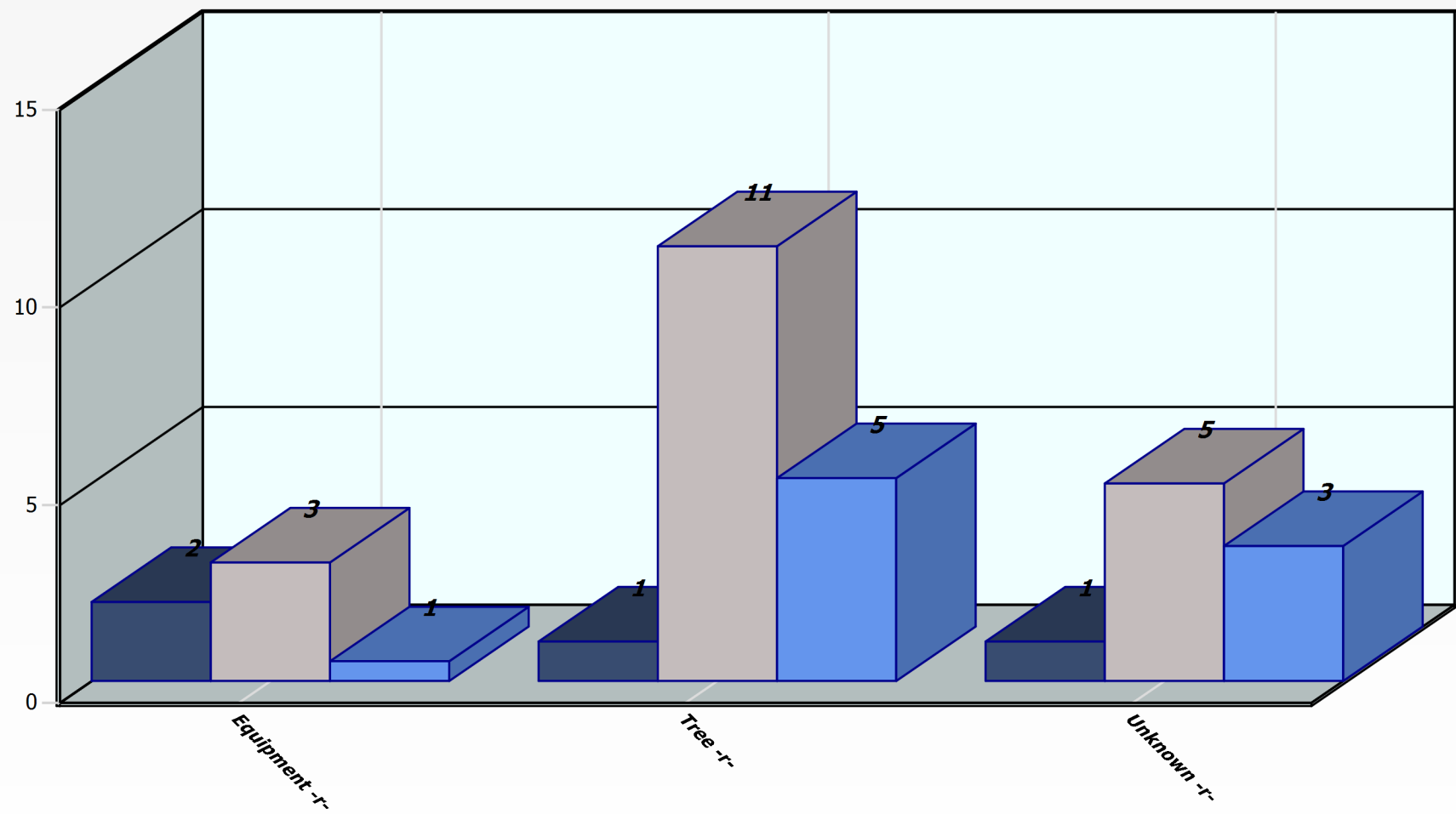


Electric Reliability Report

03/21/2025
Item 13.

Date Range
02/05/2025 - 02/21/2025

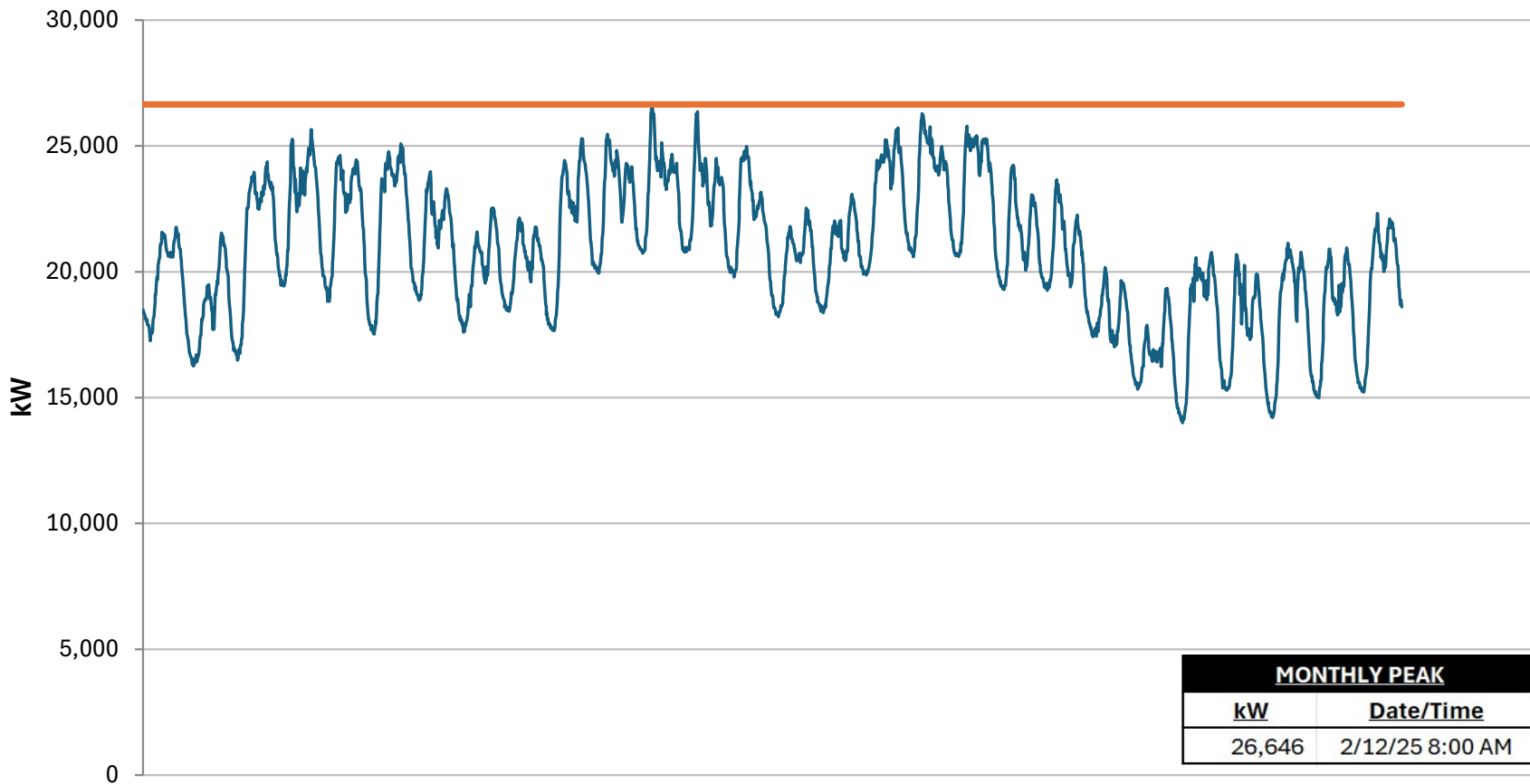
Outage Type Customer Hours Without Power



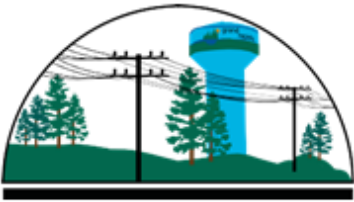
■ Outage Type ■ Customers Out ■ Customer Hours Without Power

Grand Rapids Public Utilities - Peak Demand Report

Feb-25



— 15-min Read — Max Peak



GRAND RAPIDS
PUBLIC UTILITIES

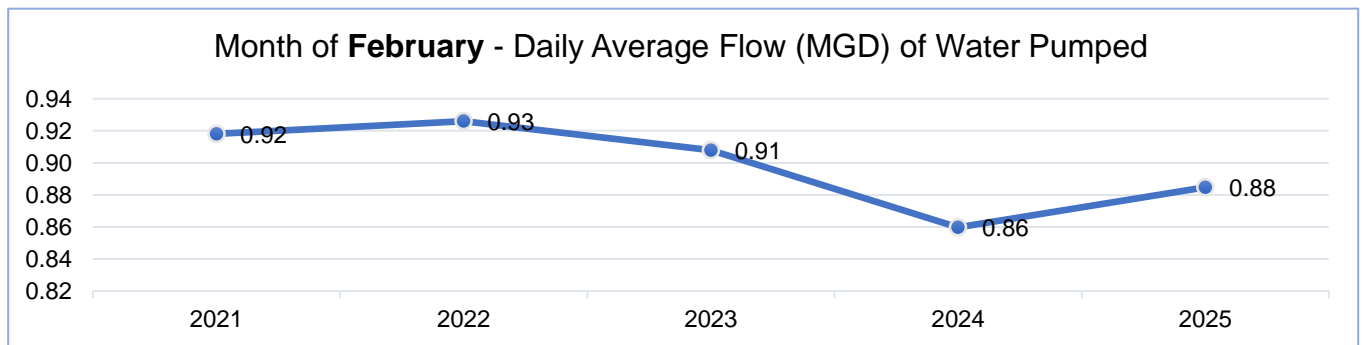
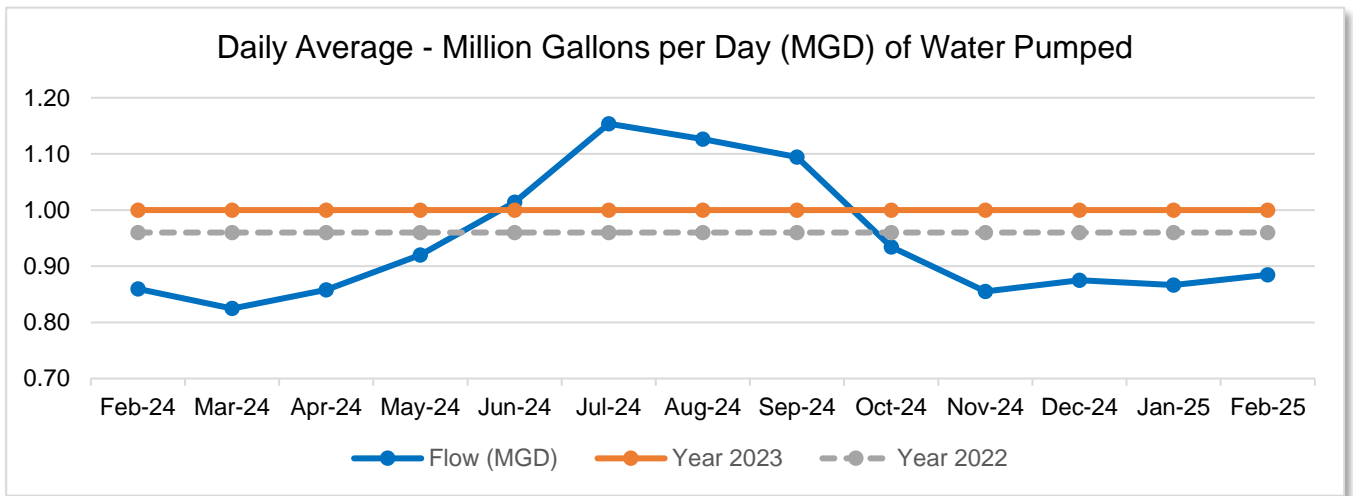
Service is Our Nature

500 SE Fourth Street • Grand Rapids, Minnesota 55744

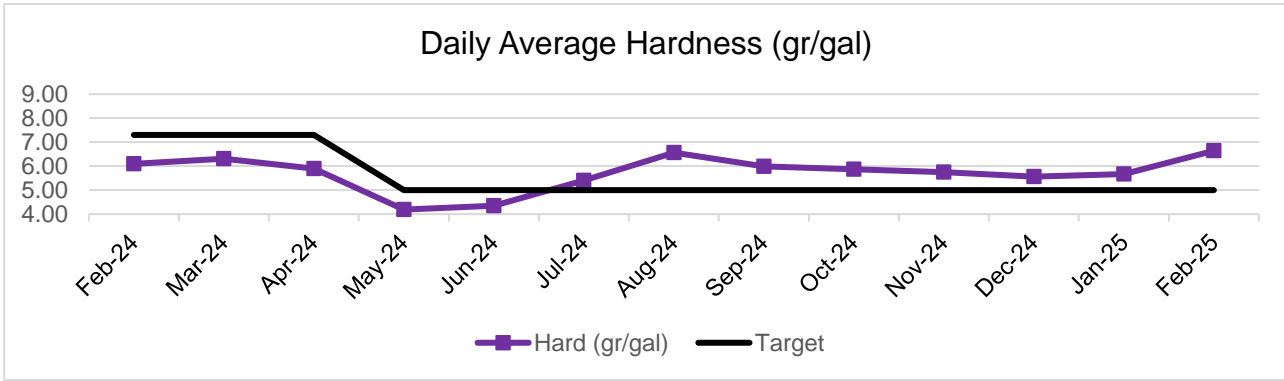
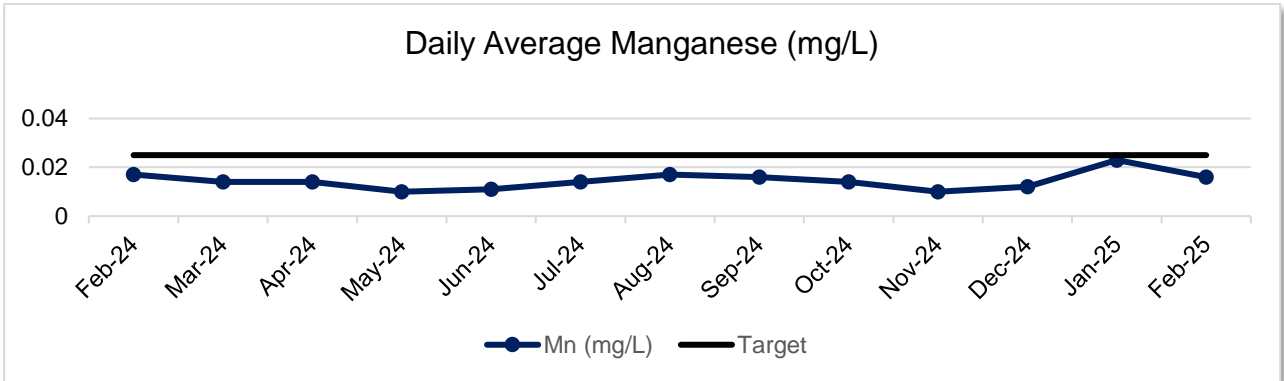
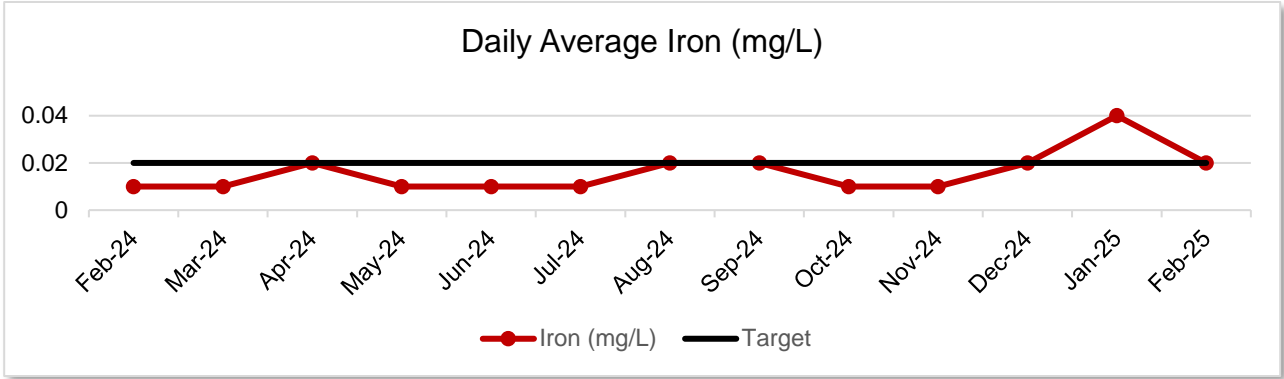
WATER MONTHLY ANALYSIS REPORT February 2025

Water Operations

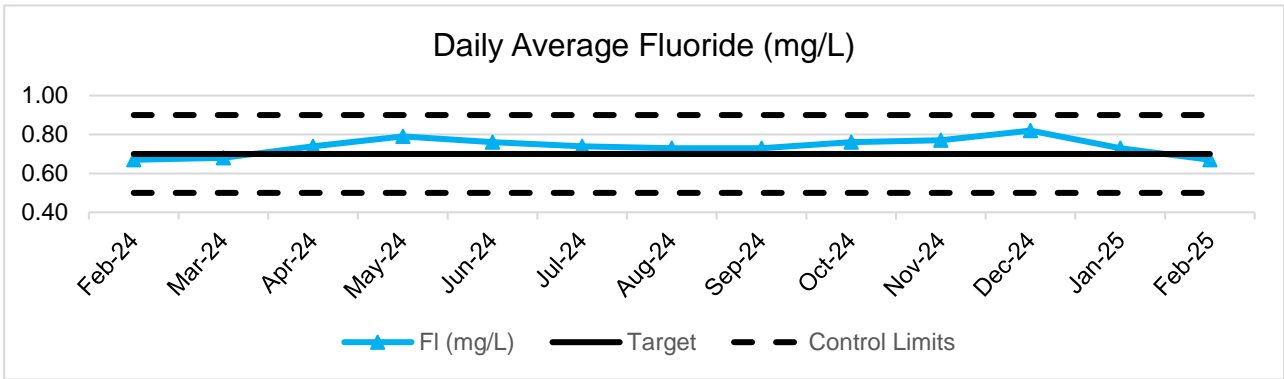
The water plant pumped an average of 0.88 million gallons of water per day (MGD) with a peak of 1.03 million gallons during last month which is normal for this time of the year.

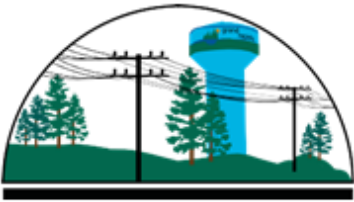


Slight uptick in hardness over the month due to operational issues. The rest of the water quality analysis was normal for the month as seen in the graphs below.



Due to the disinfection, water softening was increased to enhance corrosion protection measures.





**GRAND RAPIDS
PUBLIC UTILITIES**

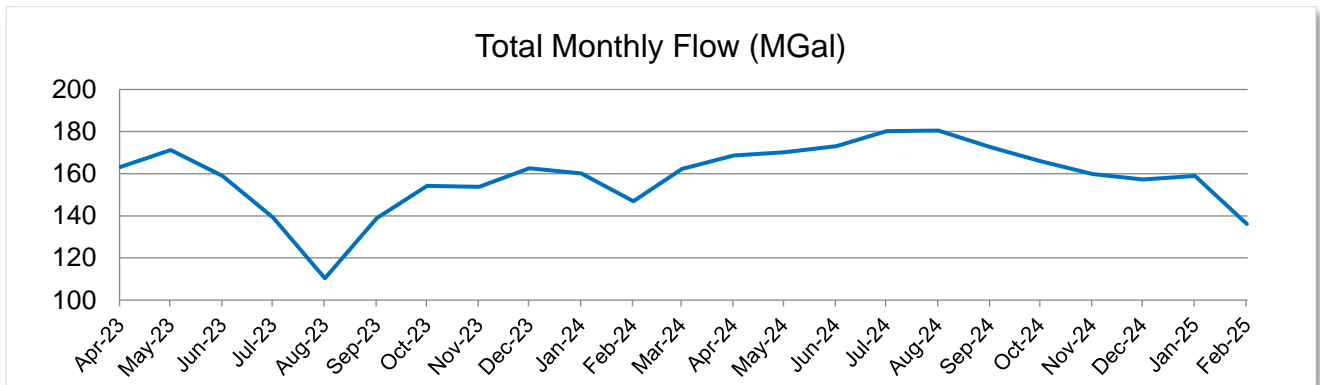
Service is Our Nature

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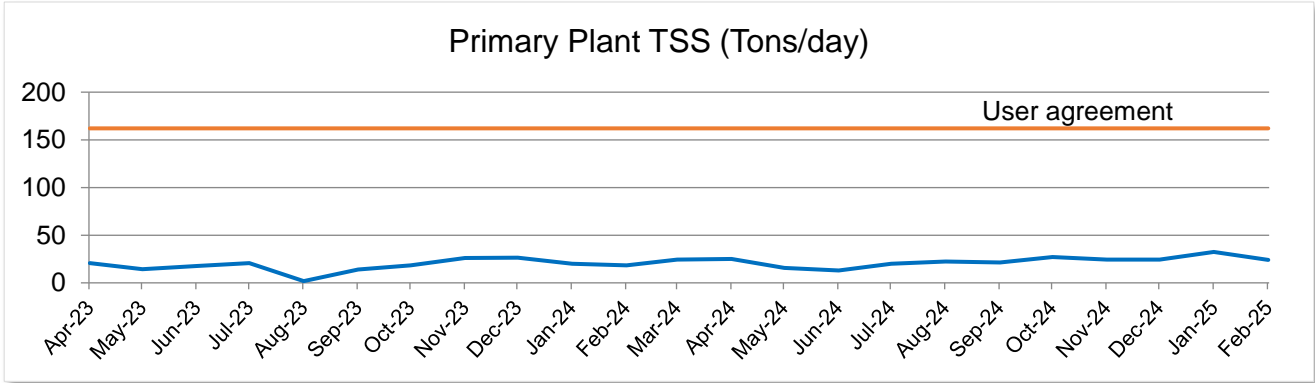
WASTEWATER MONTHLY ANALYSIS REPORT February 2025

Wastewater Operations

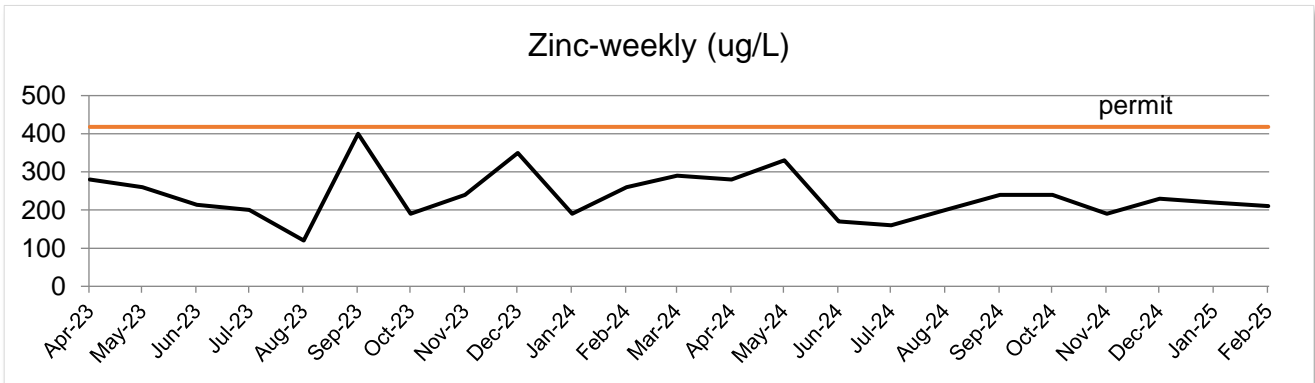
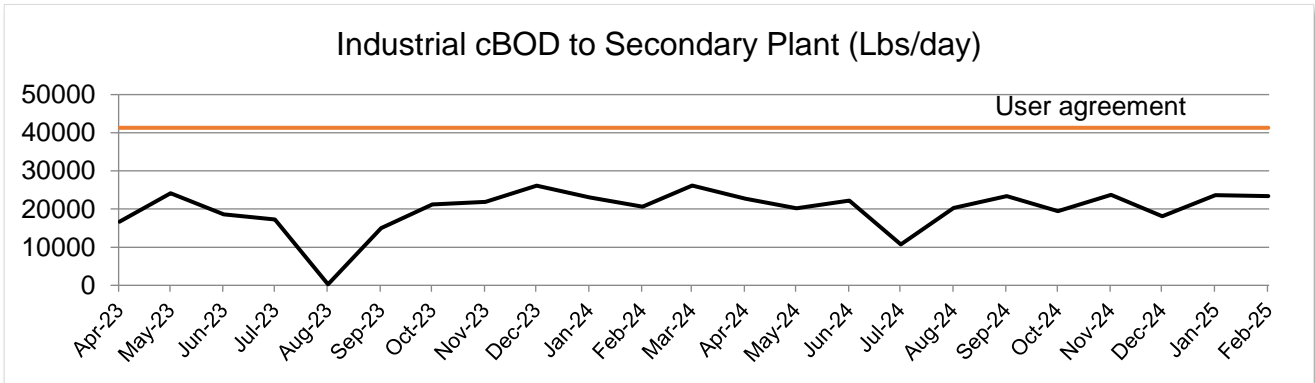
The Wastewater Treatment Plant (WWTP) met all National Pollutant Discharge Elimination System (NPDES) permit requirements last month. We treated 136 million gallons of water removing 99.7% of the Total Suspended Solids (TSS) and 98.7% Biochemical Oxygen Demand (cBOD).



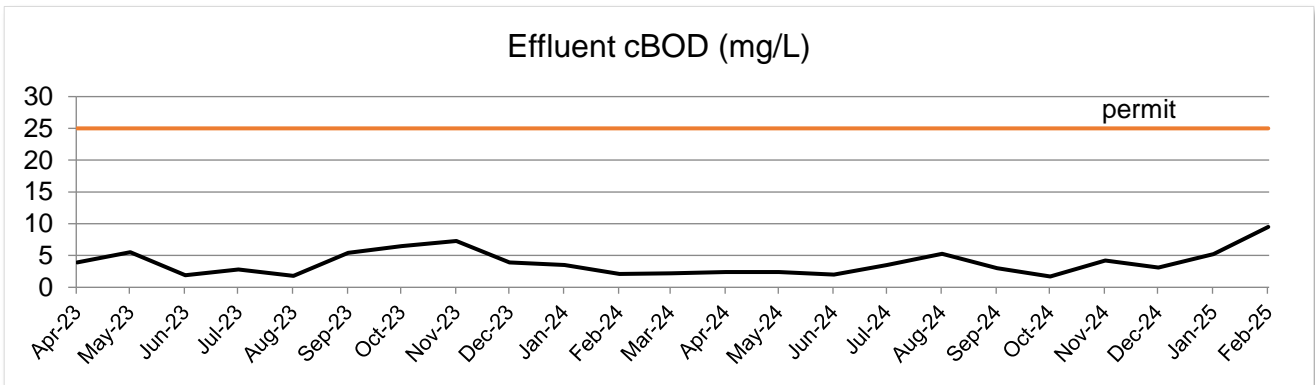
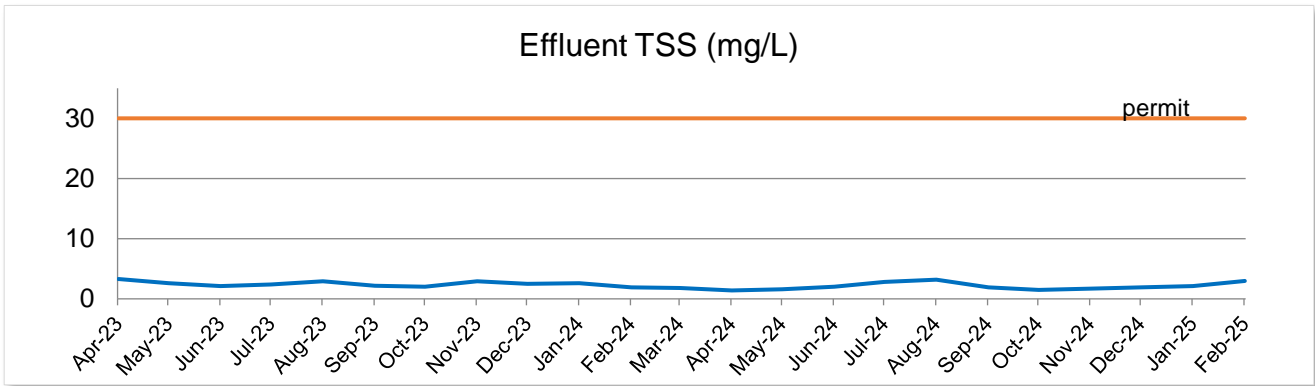
	Design Limits (monthly AVG)	Actual Results
<u>Primary Plant</u>		
Flow (MGD)	13.25	3.7
TSS (Tons/day)	162	24.0
TSS Peak (Tons/Day)	284	40.2



	Design Limits (monthly AVG)	Actual Results
Secondary Plant		
Flow (MGD)	15.25	4.9
cBOD (lbs/Day)	41,300	25,942
Peak cBOD (lbs/Day)	57,350	40,874
Zinc-weekly (ug/L)	418	210
% GRPUC		27.5%



<u>Effluent</u>	Permit Limits (monthly AVG)	Actual Results
TSS (mg/L) – monthly average	30	3.0
cBOD (mg/L) – monthly average	25	9.5
Dissolved Oxygen (mg/L)	>1.0	9.6



Sludge Landfill Operations

- 0.10 million gallons of leachate were hauled last month which is normal.
- 2964 cubic yards of sludge solids were hauled to the landfill

