



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

MEETING AGENDA

Thursday, September 15, 2022

4:30 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 Thursday, September 15, 2022 at 4:30 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

APPROVAL OF MINUTES:

1. Consider a motion to approve the minutes of the August 17, 2022 Regular Commission Meeting and the August 31, 2022 Regular Work Session Commission Meeting.

VERIFIED CLAIMS:

2. Consider a motion to approve \$2,406,935.95 of verified claims for August 2022.

COMMISSION REPORTS:

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

3. Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for August 2022.
4. Consider a motion to ratify the procurement contract with WDIO for the Wipes Clog Pipes video production and a commercial spot not to exceed \$3,200.00.
5. Consider a motion to ratify the procurement contract with Procise Solutions, Inc. for IT professional services in an amount not to exceed \$5,250.00.
6. Consider a motion to approve the third amendment to the Sprint communication lease for the South tower site and authorize the General Manager to sign the contract.
7. Consider a motion to ratify the procurement contract with Badger State Inspection for engineering and field inspections of cellular equipment on the north water tower for \$10,827.50.
8. Consider a motion to ratify the procurement contract with Quality Flow Systems for parts and labor for necessary repairs to Lift Station #6 for \$23,427.

- [9.](#) Consider a motion to ratify the procurement contract with Jamar Company for HVAC Heat Pumps at the Service Center for \$8,500.

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

ADMINISTRATION:

- [10.](#) Consider a motion to adopt Resolution Number 09-15-22-7 approving the Grand Rapids Public Utilities Community Caring Fund Program policy.
- [11.](#) Review Administration Department Monthly Report

BUSINESS SERVICES DEPARTMENT:

- [12.](#) Consider a motion to approve the financing agreement with Aaron and Jessica Kalstad.
- [13.](#) Review Business Services Department Monthly Report

ELECTRIC DEPARTMENT:

- [14.](#) Review Electric Department Monthly Report

WATER AND WASTEWATER DEPARTMENT:

- [15.](#) Review Water-Wastewater Department Report

SAFETY REPORT:

- [16.](#) Review Safety Monthly Report

ADJOURNMENT:

The next Regular Work Session is scheduled for Wednesday, September 28, 2022 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, October 12, 2022 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

MEETING MINUTES

Wednesday, August 17, 2022

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission was called to order by President Stanley on Wednesday, August 17, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

CALL OF ROLL:

PRESENT

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

Also present: General Manager Julie Kennedy, Business Services Manager Jean Lane, Electric Department Manager Jeremy Goodell, Water/Wastewater Department Manager Steve Mattson, Administrative/HR Assistant Carrie Jo Kruger and ICTV Representative Cole.

PUBLIC FORUM:

None.

APPROVAL OF MINUTES:

1. Consider a motion to approve the minutes of the July 13, 2022 Regular Commission Meeting and the July 27, 2022 Regular Work Session Commission Meeting.

Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve the minutes of the July 13, 2022 Regular Commission Meeting and the July 27, 2022 Regular Work Session Meeting.

The motion carried by the following vote:

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

VERIFIED CLAIMS:

2. Consider a motion to approve \$1,985,881.65 of verified claims for July 2022.

Motion made by Commissioner Blake, Seconded by Secretary Francisco to approve \$1,985,881.65 of verified claims for July 2022.

The motion carried by the following vote:

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

COMMISSION REPORTS:

Commissioner Smith noted that he observed good traffic control when he saw a Public Utilities truck working as he travelled to the YMCA last week.

President Stanley noted that the Coalition of Greater Minnesota Cities awarded Commissioner Blake a Distinguished Rural Leadership Award. President Stanley congratulated him on receiving this award. General Manager Kennedy noted that Commissioner Blake brought the organization to us and advocated membership. She noted that we have received a lot of support from them and they are a good group.

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 Secretary Francisco, Seconded by Commissioner Saxhaug to approve the consent agenda a read.

The motion carried by the following vote:

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

3. Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for July 2022.

Approved by consent agenda vote.

4. Consider a motion to confirm filling the WWTP Operator position with the preferred candidate, Tony Wyatt DeVries-Flinck.

Approved by consent agenda vote.

5. Consider a motion to approve the procurement contract with Power Process Equipment for the capital project of Painting Primary Clarifiers for \$62,870.00 and authorize the General Manager to sign the contract.

Approved by consent agenda vote.

6. Consider a motion to ratify the attached contract based on time and material with Rob's Bobcat Service Inc. for Vegetation Control and Restoration for the calendar year of 2022.

Approved by consent agenda vote.

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

Motion made by Commissioner Saxhaug, Seconded by Commissioner Blake to set the regular agenda as presented.

The motion carried by the following vote:

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

ADMINISTRATION:

7. Consider a motion to adopt Resolution 8-17-22-6 urging Governor Walz to call for a special session of its lawmakers.

Motion made by Commissioner Blake, Seconded by Commissioner Saxhaug to adopt Resolution 8-17-22-6 urging Governor Walz to call for a special session of its lawmakers.

The motion carried by the following vote:

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

8. Review Administration Department Monthly Report

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

BUSINESS SERVICES DEPARTMENT:

9. Review, comment, and consider a motion to accept the second quarter June 30, 2022 Commission Financial Report as presented

Motion made by Commissioner Smith, Seconded by Secretary Francisco to accept the second quarter June 30, 2022 Commission Financial Report as presented.

The motion carried by the following vote:

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

10. Business Services Department Monthly Report

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

ELECTRIC DEPARTMENT:

11. Review Electric Department Report

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

WATER AND WASTEWATER DEPARTMENT:

12. Consider a motion to adopt Resolution Number 08-17-22-5 approving the Water Wastewater Jurisdictional Boundaries and Sanitary Sewer Maintenance policies.

Motion made by Commissioner Saxhaug, Seconded by Secretary Francisco to adopt Resolution Number 08-17-22-5 approving the Water Wastewater Jurisdictional Boundaries and Sanitary Sewer Maintenance policies.

The motion carried by the following vote:

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

13. Review Water-Wastewater Department Report

Water/Wastewater Department Manager Steve Mattson reviewed the August Water and Wastewater Department Report with the Commission.

SAFETY REPORT:

14. Review Safety Monthly Report

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

ADJOURNMENT:

By call of the chair, the regular meeting was declared adjourned at 4:44 PM.

Respectfully submitted: Carrie Jo Kruger, Administrative/HR Assistant.



The next Regular Work Session is scheduled for Wednesday, August 31, 2022 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, September 14, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

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GRAND RAPIDS PUBLIC UTILITIES COMMISSION REGULAR WORK SESSION MEETING MINUTES

Wednesday, August 31, 2022

8:00 AM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Work Session Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, August 31, 2022 in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

By call of the chair, the meeting was called to order at 8:15 AM.

CALL OF ROLL:

PRESENT: President Tom Stanley, Commissioner Rick Blake, Commissioner Nancy Saxhaug, Commissioner Rick Smith

ABSENT WITH NOTICE: Secretary Luke Francisco

ALSO PRESENT: General Manager Julie Kennedy

BUSINESS:

1. Consider a motion to approve \$122,664.84 of verified claims for July and August 2022.

Motion made by Commissioner Blake, Seconded by Commissioner Saxhaug to approve \$122,664.84 of verified claims for July and August 2022.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Blake, Commissioner Saxhaug, Commissioner Smith

2. Governance Discussion

General Manager Kennedy presented information regarding Governance. Discussion followed.

ADJOURNMENT:

The meeting was declared adjourned at 9:35 AM.

The next Regular Meeting of the Commission is scheduled for Wednesday, September 14, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Work Session is scheduled for Wednesday, September 28, 2022 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2022

AGENDA ITEM: Consider a motion to approve \$2,406,935.95 of verified claims for August 2022.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

See attached check registers:

Computer check register \$1,200,317.80

Manual check register \$1,206,618.15

Total \$2,406,935.95

RECOMMENDATION:

Consider a motion to approve \$2,406,935.95 of verified claims for August 2022.

Grand Rapids Public Utilities
 Accounts Payable
 August 2022
 (Meeting Date: 9/15/2022)

Item 2.

NAME	AMOUNT	NAME	AMOUNT
ABMk Equipment	3,199.76	Metro Sales	844.24
Allison Ahcan, Consultant	1,137.50	Minnesota Power	984,632.63
Aramark	202.11	Nextera	618.67
Burggraf's/Ace	142.53	North Central laboratories	381.75
Car Quest	127.09	Northland Portables	128.13
Coles	258.56	Personnel Dynamics	1,225.35
Compass Minerals	4,208.47	Pitney Bowes	2,274.96
Cooperative Response Center	1,954.86	Polydyne Inc	70,786.92
Core & Main	1,914.88	Radtke, James	11,934.98
Dakota Supply Group	7,627.08	Rapids Radio	2,049.00
Davis Petroleum	4,861.62	Rapids Welding	225.91
Fastenal	3,940.18	Resco	2,763.00
Ferguson	698.10	RMB Environmental Lab	511.83
FKC Co, LTD	2,023.12	Rob's Bobcat Service	40,960.00
Gopher State One	378.00	Schweitzer Engineering	4,249.88
Grainger	165.60	S E H	2,078.00
Graybar	2,176.11	Stuart Irby	5,027.76
Hawkins	10,449.78	Thein Well	560.00
Industrial Lubricant	6,495.20	Trout Enterprises	100.00
Innovative Office Solutions	1,453.52	Viking Electric	571.62
Itasca County	2,235.08	Wesco	1,678.80
Jamar Service	3,742.64	WTBX-FM	420.00
Joe's Garage	101.43	WUSZ-FM	460.00
Johnson Controls	1,000.00		
Journyx	300.00	Energy Efficiency Rebate:	
L&M	139.86	Thompson, Scott	35.00
League of MN Cities	3,398.00	Thunder Alley Bowling	1,468.29
			1,200,317.80

August 2022 Check Register

Document Date	Check #	Vendor Name	Document Amount	
8/3/2022		4678 Invoice Cloud	2,869.00	8/31/2022
8/5/2022		4679 Further	1,294.00	8/31/2022
8/1/2022		4680 Empower Retirement	1,184.14	8/1/2022
8/3/2022		4681 MN Department of Revenue	665.55	8/3/2022
8/3/2022		4682 Wells Fargo Bank	3,972.01	8/3/2022
8/1/2022		4683 Northeast Service Cooperative	3,836.00	8/31/2022
8/1/2022		4684 Northeast Service Cooperative	49,572.00	8/31/2022
8/8/2022		4685 4M Fund	750,000.00	8/31/2022
8/12/2022		4686 Public Employees Retirement Association	15,761.03	8/12/2022
8/12/2022		4687 MN Department of Revenue	4,605.81	8/12/2022
8/12/2022		4688 Wells Fargo Bank	26,812.33	8/12/2022
8/12/2022		4689 Empower Retirement	8,104.24	8/12/2022
8/15/2022		4690 Further	1,078.33	8/31/2022
8/17/2022		4691 MN Department of Revenue	75,543.00	8/31/2022
8/8/2022		4692 Wells Fargo Pcard	1,786.78	8/31/2022
8/26/2022		4693 Public Employees Retirement Association	16,349.25	8/26/2022
8/26/2022		4694 MN Department of Revenue	4,868.92	8/26/2022
8/26/2022		4695 Wells Fargo Bank	28,471.53	8/26/2022
8/26/2022		4696 Empower Retirement	8,340.23	8/26/2022
8/29/2022		4697 Further	1,078.33	8/31/2022
8/5/2022		80219 Postage By Phone System	5,000.00	8/5/2022
8/5/2022		80220 MN Energy Resources Corporation	18.00	8/5/2022
8/5/2022		80221 Mattson Steve	35.69	8/5/2022
8/5/2022		80222 Frost Jeff	9.82	8/5/2022
8/5/2022		80223 Customer Refunds- E. Ochoa	71.23	8/31/2022
8/5/2022		80224 Customer Refunds - R. Puyear	15.94	8/31/2022
8/5/2022		80225 Customer Refunds -B Hilley	45.25	8/31/2022
8/5/2022		80226 Customer Refunds - T. Baker	80.53	8/31/2022
8/5/2022		80227 Customer Refunds - K. Weimer & E. Olson	66.46	8/31/2022
8/5/2022		80228 Customer Refunds - G, Hodnefield	79.95	8/31/2022
8/5/2022		80229 Customer Refunds - Z. & C. Vaneps	75.32	8/31/2022
8/5/2022		80230 Customer Refunds -M. Zerwas	26.16	8/31/2022
8/12/2022		80231 Customer Refunds - J. Hane	7.82	8/31/2022
8/12/2022		80232 Customer Refunds - Grand Itasca	26.42	8/31/2022
8/12/2022		80233 Customer Refunds - PHH Mortgage	125.14	8/31/2022
8/12/2022		80234 Customer Refunds - J. Perkio	7.48	8/31/2022
8/12/2022		80235 Customer Refunds - R. Peasley	85.71	8/31/2022
8/12/2022		80236 Customer Refunds - L. Kuschel & M. Dottenway	115.25	8/31/2022
8/12/2022		80237 Customer Refunds - D Cacek	59.99	8/31/2022
8/12/2022		80238 Customer Refunds - D. Bischoff	484.67	8/31/2022
8/12/2022		80239 Customer Refunds - D. Simmes	19.78	8/31/2022
8/12/2022		80240 Customer Refunds - D. Benson	98.57	8/31/2022
8/12/2022		80241 MN Child Support Payment Center	391.32	8/12/2022
8/12/2022		80242 NCPERS Group Life Insurance	80.00	8/12/2022
8/17/2022		80243 Customer Refunds - L.Clough	94.12	8/31/2022
8/17/2022		80244 Customer Refunds - C. Vernig	48.67	8/31/2022

Item 2.

8/17/2022	80245 Grand Rapids Area Community Foundation	214.17	8/17/2022
8/17/2022	80246 Grand Rapids Newspapers	76.75	8/17/2022
8/17/2022	80247 MN Department of Labor & Industry	40.00	8/17/2022
8/17/2022	80248 Radtke James	7,794.00	8/17/2022
8/17/2022	80249 US Bank Equipment Finance	315.73	8/17/2022
8/17/2022	80250 Marshall, William	2,900.00	8/17/2022
8/25/2022	80316 City of LaPrairie	13,903.81	8/31/2022
8/26/2022	80317 American Water Works Association	355.00	8/26/2022
8/26/2022	80318 First Net AT & T Mobility	266.95	8/26/2022
8/26/2022	80319 Further	93.50	8/26/2022
8/26/2022	80320 MN Energy Resources Corporation	45.00	8/26/2022
8/26/2022	80321 Verizon Wireless	1,091.61	8/26/2022
8/26/2022	80322 MN Child Support Payment Center	391.32	8/26/2022
8/26/2022	80323 MN Council 65	1,642.20	8/26/2022
8/31/2022	80365 City of Grand Rapids	195.00	8/31/2022
8/31/2022	80366 City of Grand Rapids	72,333.33	8/31/2022
8/31/2022	80367 City of Grand Rapids	71,878.01	8/31/2022
8/1/2022	EFT0000000000003 US Bank NA	19,720.00	8/1/2022

Item 2.

Checks Previously Approved **

0.00

Manual Checks/EFT to be approved

1,206,618.15

Total Manual Checks

1,206,618.15



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2022

AGENDA ITEM: Consider a motion to approve the City Treasurer’s Report and the Investment Activity Report for August 2022.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

Please see attached reports:

GRPUC Cash Receipts and Disbursements for the Month of August 2022 and Verification of City Treasurer’s Balance
GRPUC Investment Activity
Graphics – August Historical Investment Balances and Monthly Investment Balances 2002-2022

RECOMMENDATION:

Consider a motion to approve the City Treasurer’s Report and the Investment Activity Report for August 2022.

**CITY OF GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
CASH RECEIPTS AND DISBURSEMENTS FOR THE MONTH OF AUGUST 2022**

TREASURER'S BALANCE JULY 31, 2022		\$ 5,822,910.35
Deposits	2,397,190.36	
Redeposits-Checks	-	
Redeposits-ACH	-	
Bank Adjustments	-	
		2,397,190.36
Less Disbursements	(2,840,342.24)	
NSF Checks	(530.11)	
ACH Returns	(3,425.79)	
Bank Adjustments	-	
		(2,844,298.14)
TREASURER'S BALANCE AUGUST 31, 2022		\$ 5,375,802.57

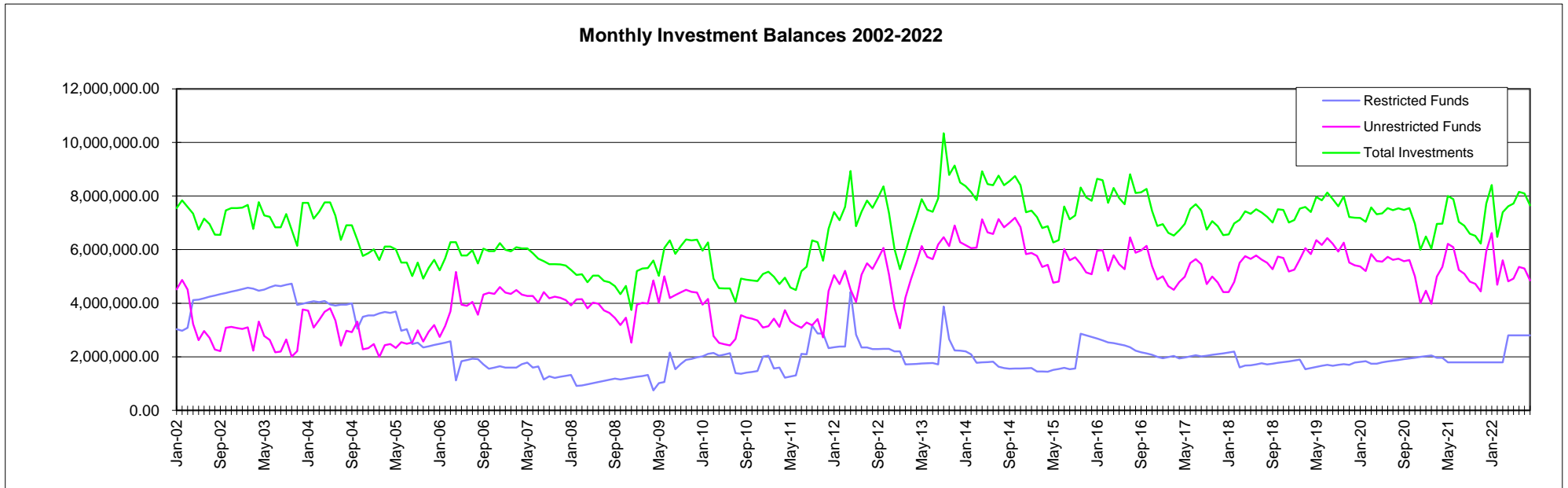
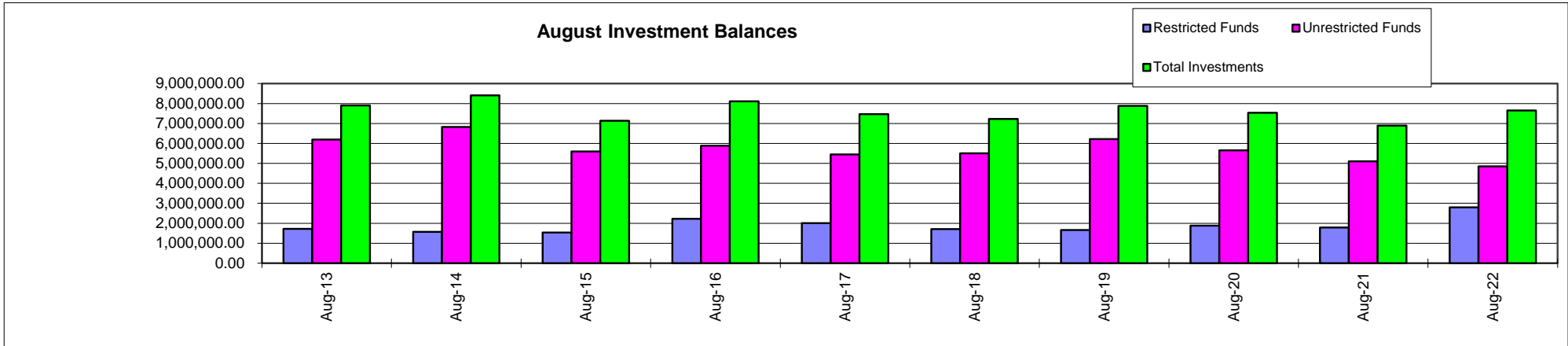
VERIFICATION OF TREASURER'S BALANCE

WELLS FARGO BANK BALANCE AUGUST 31, 2022		\$ 5,692,188.35
Add: Deposits in Transit		11,077.15
Less: Outstanding Checks		(327,462.93)
		(327,462.93)
TREASURER'S BALANCE AUGUST 31, 2022		\$ 5,375,802.57

**Grand Rapids Public Utilities Commission
Investment Activity
August 2022**

Beginning Balance Cash and Investments	\$ 8,098,442.26	
 Redeemed:		
None		-
		-
 Invested:		
None		-
Change in checking account balance		(447,107.78)
 Total Cash and Investments	 <u>\$ 7,651,334.48</u>	
 Less: Restricted and Designated Funds		
Restricted Funds:		
Customer Deposits		390,899.26
Customer Deposits - Antenna Fees		44,296.74
Electric Capital Replacement Fund		967,339.00
Water Capital Replacement Fund		873,351.00
Sewer Capital Replacement Fund		526,932.00
 Designated Funds:		
Disaster Recovery Fund		<u>1,500,000.00</u>
Total Restricted and Designated Funds		<u>\$ 4,302,818.00</u>
 Net Cash and Investments	 <u><u>\$ 3,348,516.48</u></u>	

	Aug-13	Aug-14	Aug-15	Aug-16	Aug-17	Aug-18	Aug-19	Aug-20	Aug-21	Aug-22
Restricted Funds	1,715,562.03	1,576,487.27	1,532,356.19	2,227,053.74	2,011,843.38	1,714,045.41	1,667,372.88	1,880,348.92	1,788,487.11	2,802,818.00
Unrestricted Funds	6,190,231.75	6,830,599.80	5,599,949.83	5,884,349.23	5,453,504.04	5,510,114.87	6,213,794.66	5,659,983.75	5,100,250.60	4,848,516.48
Total Investments	7,905,793.78	8,407,087.07	7,132,306.02	8,111,402.97	7,465,347.42	7,224,160.28	7,881,167.54	7,540,332.67	6,888,737.71	7,651,334.48
Minimum cash reserve			4,542,427.00	4,828,355.00	4,707,627.00	4,719,921.00	4,887,919.00	4,901,155.00	4,610,534.00	5,140,707.00





GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2022

AGENDA ITEM: Consider a motion to ratify the procurement contract with WDIO for the Wipes Clog Pipes video production and a commercial spot not to exceed \$3,200.00.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

This purchase is part of our Wipes Clog Pipes Sanitary Sewer Maintenance communications plan. The Procurement Policy was followed and a current insurance certificate is on file. A 30-second video of the utility will be produced in order to be used online, at various external events, and on local broadcast stations.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with WDIO for the Wipes Clog Pipes video production and a commercial spot not to exceed \$3,200.00.

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 WDIO, a local broadcast television station serving Northern Minnesota, Northwest Wisconsin and the Upper Peninsula of Michigan, located at 10 Observation Road, Duluth, MN 55811 (“**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 production of one new 30 second Wipes Clog Pipes commercial spot and August and September 2022 air time. (“**Solicitation**”);

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

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

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is August 1, 2022. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

- 1.1 December 31, 2022.
- 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:

Produce one new 30-second Wipes Clog Pipes TV commercial and program delivery of 69 spots on air during August and September 2022.

(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 not to exceed Three Thousand Two Hundred Dollars (\$3,200.00) in accordance with **Exhibit C**.

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Three Thousand Two Hundred Dollars (\$3,200.00).

3.2 Payment.

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

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

4. Authorized Representative

GRPUC's Authorized Representative is Julie A. Kennedy 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 Samuel G. LeMahieu, Account Executive, at the following business address: 10 Observation Rd., Duluth, MN 55811, and the following telephone number: 218-279-7770, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

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

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

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

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

9. **Miscellaneous.**

9.1 **General.** No provision of this Contract may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by all the Parties. No waiver by a Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any Party which are not expressly set forth in this Contract. The validity, interpretation, construction and performance of this Contract shall be governed by the internal laws of Minnesota. If any provision of this Contract shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Contract shall not be affected thereby. This Contract shall be binding on, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Contractor may not assign Contractor’s rights or obligations hereunder without the prior written consent of GRPUC. This Contract may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Contract in Portable Document Format (PDF) or by facsimile transmission shall be as effective as delivery of a manually executed original counterpart of this Contract. In the event a Party institutes any legal proceeding against another Party regarding this Contract, the prevailing Party is entitled to receive the costs incurred by such Party, including reasonable attorneys’ fees. In performing its obligations under this Contract, Contractor and its employees and agents shall act in the capacity of independent contractors and not as an employee, partner, joint venturer, or agent of GRPUC. When Contractor’s employees are working on the premises of GRPUC, wherever located, they shall observe the working rules, policies, and procedures of GRPUC, including, but not limited to, its respectful workplace policy. The Parties must comply with the Minnesota Government Data Practices Act in relation to this Contract. Contractor certifies that neither it nor its principals are presently debarred or suspended by any federal, state, or local government or agency or political subdivision thereof. Neither Party will publicize anything in relation to this Contract without the other Party’s prior written consent. Contractor shall not use or disclose any confidential information it receives from GRPUC except as is necessary to perform under this Contract. The obligations of Contractor hereunder shall survive the expiration or earlier termination of

this Contract. Each of the Parties shall take such further actions as may be reasonably required to carry out the provisions of this Contract.

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

GRPUC
Address:
500 SE 4th Street
Grand Rapids, MN 55744
Attn: Julie A. Kennedy
Email: jakennedy@grpuc.org
Fax: 218.326.7698

WDIO-WIRT TV
Address:
10 Observation Road,
Duluth, MN 55811
Attn: Samuel G. LeMahieu
Email: slemahieu@wdio.com
Fax: 218.727.4415

10. Exhibits

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

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

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

WDIO – WIRT TV
By: 

Grand Rapids Public Utilities Commission
By: 

Print Name: Samuel G. LeMahieu

Print Name: Julie A. Kennedy

Title: Account Executive 

Title: General Manager

8/18/2022

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.

Exhibit B: Specifications, Duties, and Scope of Work

See attached. Commercial is approved by Julie A. Kennedy, Grand Rapids Public Utilities General Manager before delivery of commercial on air.

Exhibit C: Price and Payment Schedule

See attached. Total obligation and liability of GRPUC under this Contract will not exceed Three Thousand Two Hundred Dollars (\$3,200.00). WDIO television schedule in August and September of \$2,500.00 plus cost of production not to exceed \$700 for one new 30-second commercial spot for GRPU.

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



GRPUC - Q3 2022 - OPTION #3 - VIKINGS D
+ AM NEWS ROTATORS

The proposed schedule:

- Will have an unduplicated reach of 117,419 for CS-A21+ or 78.0%
- Will Reach 75,536 CS-A21+ 3 or more times or 50.2%
- Will Achieve 300.2 Gross Rating Points or 452,000 Impressions
- Will have an average frequency of 3.8 views
- Have an average Cost Per Point of \$8.33
- Have an average Cost Per Thousand of \$5.53

All this for an investment of \$2,500.00

Name: Samuel LeMahieu
Phone: 218-279-7770
[email: slemahieu@wdio.com](mailto:slemahieu@wdio.com)



GRPUC - Q3 2022 - OPTION #3 - VIKINGS D + AM NEWS ROTATORS

Book: Comscore July 2021 adj.CS-Dec/2021

Proposal ID: 8651
 Market: DULUTH-SUPERIOR [141]
 Station: WDIO+
 Schedule Date: 8/1/2022 - 9/30/2022
 Advertiser: Grand Rapids Public Utilities
 Product: GS13
 Agency: Grand Rapids Public Utilities
 Buyer: Julie Kennedy
 Spot Length(s): :30
 Book: Comscore July 2021 adj.CS-Dec/2021
 Report: Planner
 Author: Sam LeMahieu

Acct. Exec: Samuel LeMahieu
 Phone #: 218-279-7770
 Email: slemahieu@wdio.com

Flight Dates: 8/1/2022-9/30/2022

Program Time	Spot Length	AU 1	AU 8	AU 15	AU 22	AU 29	SE 5	SE 12	SE 19	SE 26	CS-A21+ CS.RTG RTG	Wks	Rate Spots
WDIO+													
WDIO - AM NEWS ROTATORS	:30	--	--	--	--	2	2	2	2	2	5.3	5	\$50.00
GRPs/Impressions											53		10
SHR											24.2		
CPP/CPM											\$9.43		
Mo-Fr 5:00a-9:00a													
WDIO - NPM BROAD ROTATORS	:30	4	4	4	5	3	4	4	4	4	4.2	9	\$0.00
GRPs/Impressions											151.2		36
SHR											12.3		
CPP/CPM											\$0.00		
Mo-Su 5:00a-1:05a													
VIKINGS PRE-SEASON ROTATORS	:30	3	2	2	2	3	2	2	2	2	4.2	9	\$25.00
GRPs/Impressions											84		20
SHR											12.3		
CPP/CPM											\$5.95		
Mo-Su 5:00a-1:05a													
Vikings Pre-Season vs 49ers	:30	--	--	1	--	--	--	--	--	--	3.7	1	\$500.00
GRPs/Impressions											3.7		1
SHR											7.6		
CPP/CPM											\$135.14		
Sat 7:00p-10:00p													
Run Dates: 8/20/2022-8/20/2022													
Vikings Pre-Season vs. Broncos	:30	--	--	--	1	--	--	--	--	--	3.7	1	\$500.00
GRPs/Impressions											3.7		1
SHR											7.6		
CPP/CPM											\$135.14		
Sat 7:00p-10:00p													
Run Dates: 8/27/2022-8/27/2022													
Vikings Pre-Season vs Raiders	:30	--	1	--	--	--	--	--	--	--	4.6	1	\$500.00
GRPs/Impressions											4.6		1
SHR											9.2		
CPP/CPM											\$108.70		
Sun 3:25p-6:30p													
Run Dates: 8/14/2022-8/14/2022													

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GRPUC - Q3 2022 - OPTION #3 - VIKINGS D + AM NEWS ROTATORS

Book: Comscore July 2021 adj.CS-Dec/2021

Proposal ID: 8651
 Market: DULUTH-SUPERIOR [141]
 Station: WDIO+
 Schedule Date: 8/1/2022 - 9/30/2022
 Advertiser: Grand Rapids Public Utilities
 Product: GS13
 Agency: Grand Rapids Public Utilities
 Buyer: Julie Kennedy
 Spot Length(s): :30
 Book: Comscore July 2021 adj.CS-Dec/2021
 Report: Planner
 Author: Sam LeMahieu

Acct. Exec: Samuel LeMahieu
 Phone #: 218-279-7770
 Email: slemahieu@wdio.com

Flight Dates: 8/1/2022-9/30/2022

Program Time	Spot Length	AU	AU	AU	AU	AU	SE	SE	SE	SE	CS-A21+ CS.RTG	Wk	Rate Spots
		1	8	15	22	29	5	12	19	26	RTG	s	
WDIO+													
WDIO+ Totals		7	7	7	8	8	8	8	8	8			Spts: 69
											GRP/(000)		300.2
											CPP/CPM:		\$8.33
											Reach:		78.0
											Frequency:		3.8

Signature _____

General Summary (CS-A21+ CS.RTG)

Description	Spots	Cost	GRPs	Impressions (000)	Reach	Freq	CPP	CPM	Population
WDIO+	69	\$2,500.00	300.2	452.0	78.0	3.8	\$8.33	\$5.53	150,443



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2022

AGENDA ITEM: Consider a motion to ratify the procurement contract with Procise Solutions, Inc. for IT professional services in an amount not to exceed \$5,250.00.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

The IT professional services being obtained are part of the approved 2022 Administration /Business Services operations budget. Procurement Policy was followed with this single source vendor purchase. Procise Solutions, Inc. is working with Administration staff to design and build and train employees on the new GRPU document site.

A copy of the certificates of insurance has been reviewed and is on file.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Procise Solutions, Inc. for IT professional services in an amount not to exceed \$5,250.00.

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 Procise Solutions, Inc. a corporation in Minnesota, located at 1161 Wayzata Blvd E, Wayzata, Minnesota 55391 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has received a quotation from a contractor for professional services to provide document migration support and training for their on-premise file shares. (“**Solicitation**”);

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

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

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is September 1, 2022. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

1.1 December 31, 2022.

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

The Contractor shall provide professional services on a document migration project as outlined in **Exhibit B**.

(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**.

2.1 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.

2.2 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.

2.3 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.

2.4 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.

2.5 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 not to exceed Five Thousand Two Hundred Fifty Dollars and no cents. (not to exceed \$5,250.00) in accordance with **Exhibit C**.

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Five Thousand Two Hundred Fifty Dollars and no cents (not to exceed \$5,250.00).

3.2 Payment.

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

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

4. Authorized Representative

GRPUC's Authorized Representative is Julie A. Kennedy, General Manager at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744 and the following telephone number: 218-326-7687 or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Jim Burns, President at the following business address: 1161 Wayzata Blvd E, Wayzata, Minnesota 55391, and the following telephone number: 952.270.5750, 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.

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this Contract. Each of the Parties shall take such further actions as may be reasonably required to carry out the provisions of this Contract.

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GRPUC
Address:
500 SE 4th Street
Grand Rapids, MN 55744
Attn: Julie A. Kennedy
Email: jakennedy@grpuc.org

PROCISE SOLUTIONS, INC.
Address:
1161 Wayzata Blvd E
Wayzata, Minnesota 55391
Attn: Jim Burns
Email: Jim.burns@procisesolutions.com

10. Exhibits

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

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

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

PROCISE SOLUTIONS, INC.

Grand Rapids Public Utilities Commission

By:  _____

By: Julie Kennedy 8/29/2022

Print Name: Jim Burns

Print Name: Julie A. Kennedy

Title: President

Title: General Manager

Exhibit A: Insurance Requirements

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

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

- 3 **Coverages.** Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 - 3.1 **Commercial General Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits: [GRPUC does not generally allow limits lower than \$1.5 M. Contractor can use umbrella coverage to get to the minimum limit amount of \$1.5M]
 - \$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 **Network Security and 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

Exhibit B: Specifications, Duties, and Scope of Work

This project involves a collaborative assessment and planning phase to work with document owners on a file share documents assessment and migration plan. During this process, Procise Solutions will provide guidance and tools for assessing and documenting existing document sets as well as discussion and demonstration of available options. This could include some targeted demos or small proof-of-concept starter solutions.

At this time, we will explore the idea of a “File Center” in SharePoint for specific types of documents. A File Center could provide the following benefits:

- Provide a central location (repository) for business documentation
- Support document management and classification standards
- Improve document retrieval process and timing
- Enforce security standards to manage access appropriately
- Leverage workflow capabilities of SharePoint to standardize processes
- Set and adhere to compliance and document retention standards

Procise Solutions will work collaboratively with the GRPU team using a repeatable process and file auditing/planning templates. The plan/solution design will include recommendations for organizing these documents in the appropriate locations in SharePoint, Teams, or OneDrive.

The primary deliverable of this project phase will be a migration plan which may include the following elements – depending on applicability and time:

- Location in MS365 for each set of documents
- Number of libraries
- Key metadata
- Site/library permissions
- Retention policies to be applied

Scope of Work

Task	Details	Hours Estimate
Discovery and Assessment	<ul style="list-style-type: none"> • Conduct high-level review of share drives with an eye toward key document types, i.e., contracts, policies, etc. that have a clearly defined retention policy. • Document at a high level various sections and their owners, numbers of documents, total file size, etc. Note how documents are currently organized and permissions applied • Provide recommendations for the project team around tools, strategy, and process for a successful file share migration. 	10

	<ul style="list-style-type: none"> • Discuss/demonstrate available tools in Microsoft 365 related to document management, classification, and retention 	
Document Audit and Planning	<ul style="list-style-type: none"> • Work with GRPUC stakeholders to create a detailed file inventory and determine what is to be migrated. Also assess documents currently in Microsoft Teams. For those documents that will be migrated, assess and plan for: <ul style="list-style-type: none"> ○ Content types ○ Document metadata ○ Document dependencies and hyperlinks in documents ○ Documents involved in a process or automated workflow ○ Permissions: document owners, editors, and readers, external user access ○ Alerts ○ Retention policies ○ Large documents ○ Blocked file types • Help stakeholders determine and document where each document is to go – SharePoint (“File Center”), Teams, or OneDrive. <p>Note: It is assumed that the GRPUC team will document the majority of files in the file share and teams using a template provided by Procise. Once the audit documentation is initially populated, Procise will collaborate with the team regarding the considerations listed above.</p>	20
Total		30

Exhibit C: Price and Payment Schedule

Professional services @\$175/hr not to exceed \$5,250.

Contractor to send monthly invoices of hours worked.

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



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2022

AGENDA ITEM: Consider a motion to approve the third amendment to the Sprint communication lease for the South tower site and authorize the General Manager to sign the contract.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

The previous antenna lease agreement with Northern PCS Services LLC d/b/a Sprint expired October 1, 2021. Sprint Spectrum Realty Company is the successor by merger of Northern PCS Services LLC and Sprint Spectrum L.P. This contract will retroactively extend the previous agreement and modify the provisions of the agreement.

The lease agreement includes the standard GRPUC antenna lease language and terms of a five-year lease with a five-year renewal term. The standard three percent annual rent increase is also included in this agreement.

GPRUC attorney Roy Christensen at Johnson, Killen & Seiler, P.A i.e. Duluth Law assisted in the drafting and negotiation of the agreement.

RECOMMENDATION:

Consider a motion to approve the third amendment to the Sprint communication lease for the South tower site and authorize the General Manager to sign the contract.

Site Name: City of Grand Rapid South Water Tower

Site ID #: MS03NP240/ A100273A

THIRD AMENDMENT TO LEASE FOR COMMUNICATIONS FACILITY AND LIMITED USE OF WATER TOWER

This THIRD AMENDMENT TO LEASE FOR COMMUNICATIONS FACILITY AND LIMITED USE OF WATER (this "Third Amendment"), dated as of the date last signed below, and effective as of October 1, 2021 ("Effective Date"), amends a certain LEASE FOR COMMUNICATIONS FACILITY AND LIMITED USE OF WATER between:

<p>Sprint Spectrum Realty Company, LLC, a Delaware limited liability company, as successor-in-interest to Sprint Spectrum L.P. (successor by merger with Northern PCS Services, LLC, a Minnesota limited liability Company) ("Tenant")</p>	and	<p>Grand Rapids Public Utilities Commission, a Minnesota municipal corporation ("City")</p>
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dated July 18, 2001, as amended by a First Amendment to Lease for Communications Facility and Limited Use of Water Tower dated May 6, 2010, and as amended by a Second Amendment to Lease for Communications Facility and Limited Use of Water Tower Dated December 13, 2012 (collectively, the "Agreement").

BACKGROUND

WHEREAS, the Agreement expired by its terms on September 30, 2021, and Tenant and City desire to retroactively extend the term of the Agreement and modify the provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, City and Tenant agree as follows:

1. Term. Paragraph 2 of the Agreement is amended by adding the following:

Notwithstanding anything set forth in Paragraph 2 to the contrary, the current term of this Agreement shall be deemed to have commenced on October 1, 2021, and will expire on September 30, 2026.

This Agreement will be automatically renewed for one (1) additional term of sixty (60) months ("Renewal Term") commencing upon October 1, 2026. The Renewal Term will be deemed automatically exercised without any action by either party unless Tenant gives written notice of its decision not to exercise the option to City before expiration of the current term.

2. Rent. Paragraph 3 of the Agreement is amended by adding the following:

Notwithstanding anything set forth in Paragraph 3 to the contrary, effective October 1, 2021, base rent shall be paid in equal annual installments of Twenty-five Thousand Dollars (\$25,000.00), and shall continue during the term (until increased as set forth herein), partial years to be prorated, in advance ("Base Rent"). Thereafter, commencing on October 1, 2022, the Base Rent will be increased annually by three percent (3%) of the then current Base Rent. City acknowledges receipt of Base Rent for the current year of the current term in the amount of Twenty-five Thousand Dollars (\$25,000.00).

3. Notices. Paragraph 12 of the Agreement is amended by deleting the entire provision and substituting the following provision in its place:

“All notices, requests, demands or other communications with respect to this Agreement, whether or not herein expressly provided for, must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery after being either mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested or deposited with an overnight courier service for next-day delivery to the parties at the following addresses (the addresses may be changed by either party by giving written notice).

City: Grand Rapids Public Utilities Commission
500 SE 4th Street
Grand Rapids, MN 55744

Tenant: Sprint Property Services
Sprint Site ID: A1O0273A/MS03NP240
Mailstop KSOPHD0101-Z2650
6220 Sprint Parkway
Overland Park, KS 66251-2650

With a mandatory copy to:
Sprint Law Department
Attn.: Real Estate Attorney
Sprint Site ID: A1O0273A/MS03NP240
Mailstop KSOPHD0101-Z2020
6220 Sprint Parkway
Overland Park, KS 66251-2020”

4. Additional Terms and Conditions to this Third Amendment. City agrees to promptly execute and deliver to Tenant a recordable Memorandum of Amendment in the form of Attachment 1, attached.

5. General Terms and Conditions.

a. All capitalized terms used in this Third Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Third Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

c. This Third Amendment may be executed in duplicate counterparts, each of which will be deemed an original. For purposes of this Third Amendment, signatures by facsimile or electronic PDF shall be binding to the same extent as original signatures.

d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Third Amendment.

*** SIGNATURES ON FOLLOWING PAGE ***

The Parties have executed this Third Amendment as of the Effective Date.

City:
Grand Rapids Public Utilities Commission,
a Minnesota municipal corporation

Tenant:
Sprint Spectrum Realty Company, LLC,
a Delaware limited liability company

By: _____

By: Hossein Sepehr

Printed Name: _____

Printed Name: Hossein Sepehr

Title: _____

Title: Sr. Director, Engr. & Ops.

Date: _____

Date: 8-23-2022

(Date must be completed)

(Date must be completed)



TMO Signatory Level : L06

ATTACHMENT 1
FORM OF
MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Sprint Property Services
Sprint Site ID: A1O0273A/MS03NP240
Mailstop KSOPHD0101-Z2650
6220 Sprint Parkway
Overland Park, KS 66251-2650

[space above this line for Recorder's use]

MEMORANDUM OF THIRD AMENDMENT TO LEASE FOR COMMUNICATIONS
FACILITY AND LIMITED USE OF WATER TOWER

THIS MEMORANDUM OF THIRD AMENDMENT TO LEASE FOR COMMUNICATIONS FACILITY AND LIMITED USE OF WATER TOWER ("Memorandum"), evidences that an amendment ("Third Amendment") was made to Lease for Communications Facility and Limited Use of Water Tower dated July 18, 2001, as previously amended, by and between Grand Rapids Public Utilities Commission, a Minnesota municipal corporation ("City") and Sprint Spectrum Realty Company, LLC, successor-in-interest to Sprint Spectrum L.P. (successor by merger with Northern PCS Services, LLC, a Minnesota limited liability company) ("Tenant") ("Agreement").

The terms and conditions of the Agreement and Third Amendment are incorporated herein by reference.

The Agreement as amended provides in part that City leased to Tenant a certain site located at U.S. Route 169, City of Grand Rapids, County of Itasca, State of Minnesota and which is more particularly described on Exhibit A attached and incorporated herein by reference. The Third Amendment grants Tenant the option to extend the Agreement for one (1) additional sixty (60) month term after the expiration of the new initial sixty (60) month term which commenced on October 1, 2021.

All notices to Tenant must be sent via U.S. Postal Service certified mail, return receipt requested with all postage prepaid to:

Sprint Property Services
Sprint Site ID: A1O0273A/MS03NP240
Mailstop KSOPHD0101-Z2650
6220 Sprint Parkway
Overland Park, KS 66251-2650

With a mandatory copy to:
Sprint Law Department
Attn.: Real Estate Attorney
Sprint Site ID: A1O0273A/MS03NP240
Mailstop KSOPHD0101-Z2020
6220 Sprint Parkway
Overland Park, KS 66251-2020

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year indicated below.

Tenant:

Sprint Spectrum Realty Company, LLC,
a Delaware limited liability company

By Hossein Sepehr

Printed Name Hossein Sepehr

Title Sr. Director, Engr. & Ops

Date 8-23-2022

STATE OF MINNESOTA) ss:
COUNTY OF HENNEPIN)

The foregoing instrument was (choose one) attested or acknowledged before me on August 23rd,
2022 by Hossein Sepehr, as Sr. Director ENGR & OPS of Sprint Spectrum Realty
Company, LLC, a Delaware limited liability company, on behalf of the company.

Susan Mae Streets
NOTARY PUBLIC



[Signature page 2 to Memorandum of Third Amendment to
Lease for Communications Facility and Limited Use of Water
Tower.]

City:

Grand Rapids Public Utilities Commission,
a Minnesota municipal corporation

By _____
Printed Name _____
Title _____
Date _____

By _____
Printed Name _____
Title _____
Date _____

STATE OF MINNESOTA) ss:
COUNTY OF _____)

The foregoing instrument was (choose one) attested or acknowledged before me on _____,
2022 by _____, as _____ of Grand Rapids Public
Utilities Commission, State of Minnesota, a Minnesota municipal corporation, on behalf of the corporation.

NOTARY PUBLIC

[Signature page 3 to Memorandum of Third Amendment to
Lease for Communications Facility and Limited Use of Water
Tower.]

EXHIBIT A

**TO MEMORANDUM OF THIRD AMENDMENT TO LEASE FOR COMMUNICATIONS FACILITY AND
LIMITED USE OF WATER TOWER**

Description of Property

A portion of certain real property located at U.S. Route 169, City of Grand Rapids, County of Itasca, State of Minnesota, described as follows:

Lots 11 & 12 Block 3, Crowder Addition
Grand Rapids, MN 55744



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2022

AGENDA ITEM: Consider a motion to ratify the procurement contract with Badger State Inspection for engineering and field inspections of cellular equipment on the north water tower for \$10,827.50.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for professional engineering review of project plans from cellular provider that will have equipment on GRPU water towers. It also includes field inspections of said work. Badger State is essentially working on the behalf of GRPU.

The cost of this work is actually paid by the cellular provider NOT GRPU. Badger State provides an estimate to the cellular provider and GRPU. GRPU requests funds from the cellular provider to cover the work necessary.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Badger State Inspection for engineering and field inspections of cellular equipment on the north water tower for \$10,827.50.

BADGER STATE INSPECTION, LLC

Water Tower Specialist / Antenna, Evaluations, Inspection
P.O. Box 157 Osseo, WI 54758 (715)-533-8686

July 19, 2022

Ms. Julie Kennedy
General Manager
Grand Rapids Public Utilities
500 SE 4th Street
Grand Rapids, MN 55744

By E-mail

RE: Proposal for Performing the Drawing Review, Shop Inspection, Weld Inspection and Field Installation Inspection for the T-Mobile 2022 Anchor Antenna Upgrade on the North Water Tower Located at 936 6th Avenue NW in Grand Rapids, Minnesota.

**T-Mobile Site ID: A1O0852A
BSI Project No.: WI 1694**

Site Name: H.W. RICHARDSON WATER

Dear Ms. Kennedy;

This letter is to confirm the above referenced project estimated costs as follows:

Antenna Review	Fixed Fee	\$1500.00
<i>Any additional reviews will be charged at \$300.00 per review.</i>		
Structural Review	Fixed Fee	\$ 400.00
Shop inspection (3 trips)	Fixed Fee	\$1,462.50
Weld Inspection (1 trip)	Fixed Fee	\$1340.00
Field Installation (2 Trips)	Fixed Fee	\$2,140.00
Field Painting (1 trip)	Fixed Fee	\$2,130.00
Preconstruction meeting and final Inspection	Fixed Fee	\$1,115.00
Project Management & Clerical	Fixed fee	\$740.00

Overall Project Fee \$10,827.50

If additional inspections are required or BSI is called for a site visit and the contractor is not ready, this site visit will be charged on a time and material basis.

Please sign, date, and send this letter back to Badger State Inspection LLC. **BSI will not proceed with work on this project until we receive a signed contract.** If you have any questions, please call me at 715-533-8686.

Please e-mail the signed proposals to kmulhern@badgerstateinspection.com

Julie A Kennedy _____ 8/29/2022 _____
Julie Kennedy, Grand Rapids Public Utilities Date

Sincerely,

Badger State Inspection LLC.

Kelly C. Mulhern

Kelly C. Mulhern

C:\kcm\Proposals 2022\ WI 1694 GRPU N. Tower T-Mobile 2022 Anchor Upgrade 07-19-2022



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2022

AGENDA ITEM: Consider a motion to ratify the procurement contract with Quality Flow Systems for parts and labor for necessary repairs to Lift Station #6 for \$23,427.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for a non-budgeted emergency repairs to lift station #6 to get it back to fully operational. This project will be capitalized.

The GRPUC Procurement Policy was followed.

We will postpone a \$17,000 project from the 2022 Wastewater Collections capital budget to help fund this. The remaining portion will be funded from the \$501,000 sanitary televising project that was approved but not executed for the Wastewater Collection Operation and Maintenance budget.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Quality Flow Systems for parts and labor for necessary repairs to Lift Station #6 for \$23,427.

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 Quality Flow Systems, Inc., located at 800 6th Street NW, New Prague, MN 56071 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotations from contractor for Lift Station 6 Piping remodel and repair. (“**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 July 14th, 2022. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

- 1.1 November 1st, 2022.
- 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 replace all piping, valves, base elbows, guide system, cable rack, and J hook inside the lift station.

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

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

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

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

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

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

2.7 For a Contract with Goods: Contractor warrants that at the time GRPUC accepts the Goods: (A) Contractor has good title to the Goods, free and clear of any lien, security interest, or other encumbrance ("**Encumbrance**"), and (B) the Goods are in good condition and are adequate for the uses to which they are being put. Contractor shall execute and deliver such additional

documents and take such further actions as may be necessary to transfer Contractor's right, title and interest in the Goods to GRPUC, free and clear of any Encumbrances. Contractor has all risk of loss until GRPUC accepts the Goods.

3. Consideration and Payment

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

3.1.1 Compensation. The Contractor will be paid Twenty Three Thousand Four Hundred and Twenty Seven Dollars (\$23,427.00) in accordance with **Exhibit C**.

3.1.2 Ancillary expenses have been included in quote.

3.1.3 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Twenty Three Thousand Four Hundred and Twenty Seven Dollars (\$23,427.00).

3.2 Payment.

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

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

4. Authorized Representative

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

Contractor's Authorized Representative is Tom Helmer at the following business address: 800 6th Street, NW, New Prague, MN 56071, and the following telephone number: (952) 758-9445, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

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

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

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

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

9. **Miscellaneous.**

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

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

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

GRPUC
Address:
500 SE 4th Street
Grand Rapids, MN 55744
Attn: Steve Mattson
Email: Srmattson@grpuc.org

Contractor
Address:
800 6th Street Nw
New Prague, MN 56071
Attn: Tom Helmer
Email: Tom@qfsi.net

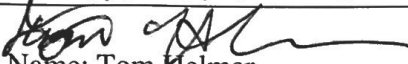
10. Exhibits

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

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

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


Quality Flow Systems, Inc.

By: TOM HELMER

Print Name: Tom Helmer

Title: SALES

Date: 7/26/22

Grand Rapids Public Utilities Commission

By: Julie A Kennedy

Print Name: Julie A. Kennedy

Title: General Manager

Date: 9/12/2022

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: GRPUC does not generally allow limits lower than \$1.5 M. Contractor can use umbrella coverage to get to the minimum limit amount of \$1.5M.
 - \$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: GRPUC does not generally allow limits lower than \$1.5 M. Contractor can use umbrella coverage to get to the minimum limit amount of \$1.5M.
 - \$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.

Exhibit B: Specifications, Duties, and Scope of Work

Contractor shall replace all piping, valves, base elbows, guide system, cable rack, and J hook inside the lift station.

Lift Station Remodel:

- One (1) Remodel of the existing station to include the following:
 - Two (2) "KSB" 4" base discharge elbows
 - Two (2) Stainless steel upper brackets
 - Two (2) 4" – 8' flange X flange DI pipe spools
 - Two (2) 4" – 6' flange X plain-end ductile iron riser pipes
 - Four (4) 20' lengths of 2" stainless steel guide pipe
 - Two (2) 4" Flanged 90's – DI
 - Two (2) 4" FCA's
 - One (1) Qty (14) 4" flange accessory kits
 - One (1) Stainless steel cable rack
 - One (1) Stainless steel J hook
 - Eight (8) 5/8 X 6 anchor bolts for elbows
 - Eight (8) 3/8 X 4 anchor bolts for uppers, cable rack, and J hook
- One (1) Stainless steel cable rack
- One (1) Stainless steel J hook
- One (1) Labor & mileage for removal and installation of above

Total Installed Price - \$23,427.00

Note:

The vac truck would be the cities responsibility

Exhibit C: Price and Payment Schedule

Contract total price for installed work and material shall be \$23,427.00. Contractor shall be paid within 30 days after invoice is received and job is completed.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2022

AGENDA ITEM: Consider a motion to ratify the procurement contract with Jamar Company for HVAC Heat Pumps at the Service Center for \$8,500.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Combined Service Center capital project with a budget of \$15,000. \$5,177 has been spent to date.

The GRPUC Procurement Policy was followed.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Jamar Company for HVAC Heat Pumps at the Service Center for \$8,500.

Capital Improvement Plan
Grand Rapids Public Utilities Commission

Data in Year 2022

Department 6-Service Center
Contact Julie Kennedy
Type Unassigned
Useful Life 20
Category Buildings
Priority 02 - Significant Need
Status Active

Project # CSCW2206
Project Name HVAC Upgrades

Total Project Cost: \$15,000

Description
Replace two heat pumps

Justification

Expenditures	2022	2023	2024	2025	2026	Total
Purchases	13,000					13,000
Labor	1,000					1,000
Contractor Labor	1,000					1,000
Total	15,000					15,000

Funding Sources	2022	2023	2024	2025	2026	Total
City Contributions	6,150					6,150
Rplcmt Fund-Elec share/business	5,752					5,752
Rplcmt Fund-Water share/business	1,328					1,328
Rplcmt Fund-WWC share/business	1,770					1,770
Total	15,000					15,000

Budget Impact/Other

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 The Jamar Company, located at 4701 Mike Colalillo DR. Duluth, MN 55807 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

1. **Term.** The effective date of this Contract is September, 6th 2022. The Contractor must not begin work under this Contract until Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

- 1.1 November 30th 2022.
- 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 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 following goods or services (“**Goods and Services**”):

Install 2 heat pump at the Grand Rapids Public Utilities service center based off of proposal 22-S-0233

GRPUC may make changes to the general scope of Goods and Services by written or oral notice to Contractor.

2.2 Contractor agrees that all Goods and Services shall comply with all applicable laws and legal requirements without extra expense to GRPUC.

2.3 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.

2.4 Contractor shall be responsible for all its employees, agents, subcontractors, and invitees and their health and safety and shall ensure that all persons who perform the Services are professionally competent and properly qualified.

3. Consideration and Payment

3.1 Consideration. Contractor will be paid on a T&M NTE price of Eight Thousand Five Hundred Dollars (\$8,500.00) for the Goods and Services. This is the total obligation and liability of GRPUC under this Contract.

3.2 Payment. GRPUC will pay the Contractor within thirty (30) days following receipt and acceptance of Goods or Services and receipt of an undisputed invoice.

4. Authorized Representative

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

Contractor's Authorized Representative is Jake Vanderbeek at the following business address: 4701 Mike Colalillo Dr. Duluth, MN 55807, and the following telephone number: 218-628-1027, or his/her successor.

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. **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 prepared, delivered, procured, or produced in relation to Contractor's obligations under this Contract shall vest in GRPUC.

7. **Insurance.** Contractor shall maintain with reputable insurance companies all insurance required by law and insurance against loss or damage of the kinds customarily insured against by members of Contractor's profession, of such types and in such amounts as are customarily carried under similar circumstances by members of Contractor's profession. Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

8. **Miscellaneous.** No provision of this Contract may be modified or waived except as agreed to in writing by the Parties. This Contract shall be governed by the internal laws of Minnesota. Contractor may not assign or subcontract Contractor's rights or obligations hereunder without the prior written consent of GRPUC. This Contract may be executed in counterparts. An electronic signature and counterpart shall be treated the same as an original. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe all of GRPUC's policies and procedures, including, 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. Contractor shall not use or disclose any confidential information it receives from GRPUC except as is necessary to perform under this Contract. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, overnight courier, or United States mail (postage prepaid) addressed to the address set forth in the preamble.

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

The Jamar Company

Grand Rapids Public Utilities Commission

By: 

By: 

Print Name: Jake Vanderbeek

Print Name: Julie A. Kennedy

Title: Service Account Rep.

Title: General Manager

Date: 09-07-22

Date: 9/8/2022



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2022

AGENDA ITEM: Consider a motion to adopt Resolution Number 09-15-22-7 approving the Grand Rapids Public Utilities Community Caring Fund Program policy.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

The attached Grand Rapids Public Utilities Community Caring Fund Program policy was reviewed and discussed with the GRPU Commission at the June and July 2022 meetings. The comments from the Commission have been incorporated into the attached policy.

The resolution to approve the policy and the policy are attached for your reference.

RECOMMENDATION:

Consider a motion to adopt Resolution Number 09-15-22-7 approving the Grand Rapids Public Utilities Community Caring Fund Program policy.

GRAND RAPIDS PUBLIC UTILITIES COMMISSION

RESOLUTION NO. 09-15-22-7

ADOPT GRAND RAPIDS PUBLIC UTILITIES COMMUNITY
CARING FUND PROGRAM POLICY

WHEREAS, the Grand Rapids Public Utilities Commission (GRPUC) philosophy is to adopt written policies which are central to a strategic long-term approach to community involvement; and

WHEREAS, the Grand Rapids Public Utilities Community Caring Fund Program policy delegates to the General Manager the ability to administer the Grand Rapids Public Utilities Community Caring Fund created at the Grand Rapids Area Community Foundation; and

WHEREAS, the GRPUC has reviewed and discussed the Grand Rapids Public Utilities Community Caring Fund Program Policy at work sessions in June and July of 2022;

NOW, THEREFORE BE IT RESOLVED, THAT the Grand Rapids Public Utilities Commission has reviewed and adopts the Grand Rapids Public Utilities Community Caring Fund Program Policy.

Adopted this 15th day of September, 2022.

GRPUC President

Witness:

GRPUC



COMMISSION POLICY

Grand Rapids Public Utilities Community Caring Fund Program

Category: Governance	Subcategory: Community Involvement	Policy Number: 1.5.025
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1.0 PURPOSE

In 2011, Grand Rapids Public Utilities (GRPU) created the Grand Rapids Public Utilities Community Caring Fund at the Grand Rapids Area Community Foundation (GRACF) in which contributions to the fund come from GRPU customers who “round up” their utility bill payments. The fund is for GRPU customers in order to prevent a crisis situation from becoming chronic, by serving immediate, last resort, crisis needs such as utility bills.

2.0 POLICY

With this policy, the Commission communicates expectations for the General Manager’s understanding of the administration of the Grand Rapids Public Utilities Community Caring Fund Program (the Program) at GRACF. The General Manager, shall ensure the Program at GRACF maintains the following format:

Program Guidelines

- The maximum total spending from the fund per year = \$1,000
- The maximum individual customer account gift per year = \$100
- The (up to) \$100 gift to recipient can be used to pay for utility deposit and/or outstanding utility bills (including any fees) for electric, water, wastewater, and storm water. The gift funds are transferred from GRACF to GRPU on behalf of the recipient.
- The Program is tracked and analyzed on a calendar year basis

Recipient Eligibility Guidelines

- The recipient is currently or applying to be a GRPU RESIDENTIAL customer
- The recipient has been screened through a nonprofit organization or government social service establishing a need for utility payment assistance (i.e. Kootasca)

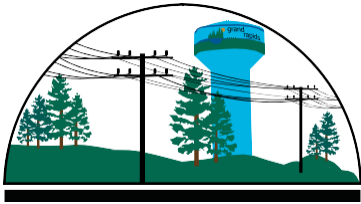
 Tom Stanley
 GRPUC President

 Luke Francisco
 GRPUC Secretary

POLICY HISTORY:

Adopted: September 15, 2022

Revised: _____



GRAND RAPIDS
PUBLIC UTILITIES

Service is Our Nature

Item 11.

500 SE Fourth Street • Grand Rapids, Minnesota 55744

ADMINISTRATION DEPARTMENT MONTHLY REPORT September 2022 Commission Meeting

Safety

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

Staffing

- Jason Smith, Maintenance II, resigned August 24.
- Maintenance II vacancy posted internally September 2.

Community Involvement

- Provide power to Riverfest community event.
- Climate Action Plan / GreenSteps Assessment work with ICET volunteers.

Projects Performed Last Month

- MMUA summer conference – Brainerd.
- GRPU Communications - Customer Outreach Fact Sheet development.

Projects Scheduled for This Month

- Maintenance II vacancy to be filled internally and anticipated vacancies to be declared.
- Combined City/GRPU IT services discussions.
- Combined City/GRPU HR Officer interviews.
- Annual GRPU update to City Council.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 15, 2022

AGENDA ITEM: Consider a motion to approve the financing agreement with Aaron and Jessica Kalstad.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

There is a sanitary sewer service line failure at 204 SE 3rd Avenue owned by Aaron and Jessica Kalstad. Per Grand Rapids Public Utility policy, the sanitary sewer service line is the responsibility of the property owner and the repairs to said sanitary sewer service line are the responsibility of the property owner. After following the GRPU standard operating procedure for sanitary sewer service line failure, the GRPU will manage the repair of service line for the property owner and the City of Grand Rapids will follow the special assessment process and assess the repair costs over a set period of time to the property.

Attached is the financing agreement signed by Aaron Kalstad. Jessica Kalstad is unavailable at this time and will sign the document upon her return. Due to the timeliness of the repairs, GRPU recommends the Grand Rapids Public Utilities Commission approve the financing agreement. The financing agreement will also need to be approved by the City of Grand Rapids Council.

RECOMMENDATION:

Approve the financing agreement between the Grand Rapids Public Utilities and Aaron and Jessica Kalstad.

FINANCING AGREEMENT
(Service Line Repairs)

THIS FINANCING AGREEMENT (Service Line Repairs) (“**Agreement**”) is made and entered into by and among Aaron Kalstad and Jessica Kalstad (formerly Jessica Prebeck), husband and wife (jointly, “**Owner**”), the City of Grand Rapids, a Minnesota municipal corporation (“**City**”), and Grand Rapids Public Utilities Commission, a public utilities commission created under Minnesota Statutes, sections 412.321 to 412.391 (“**GRPUC**”). This Agreement is effective as of the signature date of the party who is last to execute this Agreement (“**Effective Date**”).

RECITALS

A. Owner owns that certain real estate located at 204 SE 3rd Ave, Grand Rapids, MN 55744, legally described on **Exhibit A** (“**Property**”).

B. The sewer service line (“**Service Line**”) connecting the main sewer line to Owner’s house on the Property has failed and is need of immediate repair.

C. Repairing or replacing the Service Line, and all costs related thereto, is the sole responsibility of Owner.

D. Owner does not have the expertise to manage the repair of the Service Line.

E. Owner does not have the financial ability to pay for the cost to repair the Service Line. Owner has met with local banks and they have been unwilling to finance the cost to repair the Service Line. Owner has also confirmed that Owner’s homeowner’s insurance does not provide coverage for the Service Line repair.

F. By Proposal dated June 24, 2022, TNT Construction Group, LLC, estimated that the cost to repair the Service Line would be \$16,900.

G. The failure of the Service Line is a health and safety issue, and GRPUC and the City deem its repair to be necessary for the proper and efficient operation of the Grand Rapids sewer system and related infrastructure. As a result of this, GRPUC and the City are willing to assist Owner with managing and financing the repair of the Service Line according to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, representations and warranties contained herein, the adequacy and receipt of which are hereby acknowledged by the parties, and subject to the conditions hereinafter set forth, the parties agree as follows:

AGREEMENT

1. **Recitals Incorporated.** The Recitals set forth above are incorporated into and are made a part of this Agreement.

2. **Responsibilities of GRPUC.** In conformance with its Procurement Policy and applicable law, and after the City has complied with any special assessment procedures required to occur prior to letting a contract, GRPUC will enter into a contract (“**Repair Contract**”) with a contractor (“**Contractor**”) to repair the Service Line (the “**Project**”) and will work with the Contractor to manage the Project. Subject to the requirements of its Procurement Policy and applicable law, GRPUC may hire the Contractor it deems appropriate for this Project, provided that the Contractor is duly qualified and licensed to complete the Project in a good and workmanlike manner in conformance with applicable law. The terms of the Repair Contract will be at GRPUC’s reasonable discretion, and will likely be in the form of GRPUC’s standard form procurement contract. GRPUC will pay the Contractor pursuant to the Repair Contract. The Owner will at all times be ultimately responsible to pay the Repair Cost pursuant to Section 4, below.

“**Repair Cost**” means the entire amount owed to the Contractor under the Repair Contract, plus all ancillary costs incurred by GRPUC in relation to the Project, specifically including, without limitation, legal fees and other transaction expenses.

3. **Responsibilities of City.** The City will follow the procedures set forth in Minnesota Statutes, chapter 429, the Grand Rapids City Code, and other applicable law to impose a special assessment (“**Project Special Assessment**”) on the Property in the amount of the Repair Costs. It is anticipated that the Project Special Assessment (in the amount of the Repair Costs) will be payable by Owner to the City over a term of ten (10) years, with interest accruing at a rate of three percent (3.0%) per annum. The City will pay GRPUC the amount of any Project Special Assessment payment it receives from Owner or Owner’s successors within thirty (30) days of the City’s receipt of same.

4. **Responsibilities of Owner.** Owner agrees to do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as GRPUC and/or the City may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby, including, without limitation:

- a. Cooperating with GRPUC and the Contractor to complete the Project, and
- b. Cooperating with the City to impose the Repair Costs as a special assessment on the Property. Owner agrees to take whatever actions are necessary to expedite the special assessment process.

Notwithstanding anything else to the contrary, Owner agrees that Owner is ultimately responsible for the Repair Costs. As such, unless and until the Repair Costs are imposed as a special assessment on the Property, Owner will be directly liable to the City and/or GRPUC for the Repair Costs. If, for any reason, the Repair Costs are not successfully imposed on the Property as a special assessment, Owner will reimburse GRPUC and/or the City for the Repair Costs within thirty (30) days of a written demand for same. Once the Repair Costs are successfully imposed on the Property as a special assessment, Owner will pay the assessments under the terms set by the City Council.

5. **Representations and Warranties of Owner.** Owner represents and warrants to the City and GRPUC that:

- a. Owner is the owner of the Property, Owner has full legal power and authority to encumber the Property as herein provided, Owner has fee simple absolute title in the Property, and Owner does not need the consent of any third party to enter into this Agreement.
- b. Except as specifically stated in this Agreement, Owner is solely responsible for repairing and replacing the Service Line.
- c. Owner is unable to finance the Repair Costs and is unable to obtain third-party financing for the Repair Costs.
- d. The Project will directly benefit the Property and Owners and therefore, it is fair and reasonable for the Repair Costs to be assessed one hundred percent (100%) against the Property.

6. **Governmental Approvals.** The obligations of GRPUC and the City under this Agreement are subject at all times to receiving all necessary internal approvals.

7. **Insurance.** During the term of the Project, Owner, at its sole cost and expense, shall carry and maintain adequate liability, property and casualty insurance on the Property. Owner shall provide GRPUC with a Certificate of Insurance stating that the insurance policy is in force and effect and cannot be cancelled without at least sixty (60) days prior notification by the insurer. Neither GRPUC's failure to require or insist upon certificates changes Owner's responsibility to comply with the insurance specifications.

8. **Term.** This Agreement shall commence on the Effective Date and terminate upon the completion of the Project and the imposition of the special assessments against the Property.

However, the agreements, covenants, representations, warranties, and indemnity obligations of Owner under this Agreement shall survive the termination of this Agreement.

9. **Indemnification.** Owner shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless GRPUC and the City, and their respective commissioners, council members, officers, employees and agents, and save them harmless from and against any and all claims, damages, losses, liabilities, suits, judgments, actions, and all expenses (including attorneys’ fees and disbursements) arising out of or relating in any way to the Project (unless arising from the gross negligence or intentional misconduct of GRPUC or the City), including, without limitation, any negligent or wrongful act, error or omission, or breach of contract by Owner or Owner’s guests, invitees, heirs, successors, or assigns.

10. **Waiver of Consequential Damages.** In no event shall any party be liable under this Agreement to any other party or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues, or diminution in value, arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise.

11. **No Representations or Warranties by GRPUC or the City.** Owner acknowledges and agrees that neither GRPUC nor City has made any representation or warranty of any kind, oral or written, express or implied, or arising by operation of law, with respect to the Project or Contractor’s performance thereof.

12. **Other Obligations.** Nothing in this Agreement shall affect the obligation of Owner or Owner’s successors in interest to pay all usage and consumption fees charged by GRPUC or other governmental entities.

13. **General / Miscellaneous.**

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

GRPUC
500 SE 4th Street
Grand Rapids, MN 55744
Attn: Julie A. Kennedy, GM
Email: jakennedy@grpuc.org

Aaron Kalstad
204 SE 3rd Avenue
Grand Rapids, MN 55744

City of Grand Rapids
420 N Pokegama Avenue
Grand Rapids, MN 55744
Attn: Tom Pagel
Email: tpagel@ci.grand-rapids.mn.us

b. Entire Agreement. This Agreement represents the only agreement between the parties concerning the subject matter hereof and supersedes all other prior agreements whether written or oral, relating thereto.

c. Recording. Either GRPUC or City may record this Agreement among the land records of Itasca County, Minnesota. The parties agree to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Property.

d. 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.

e. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the internal laws of the State of Minnesota.

f. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and this Agreement 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 Agreement a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

g. Binding Effect. All terms of this Agreement are binding upon all heirs, successors, assigns, mortgagees, lien holders, trustees, receivers, or any other person or entity which shall succeed to any rights of Owner in the Property.

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

i. Attorneys' Fees. In the event of any litigation between the parties hereto with respect to this Agreement, 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.

[Signature Pages Follow]

THIS DOCUMENT WAS DRAFTED BY:

Jacob K. Stonesifer

Johnson, Killen & Seiler, P.A.

230 West Superior Street, Suite 800

Duluth, MN 55802

Phone: 218.722.6331 | Fax: 218.722.3031

Email: jstonesifer@duluthlaw.com

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date set forth in the notary block.

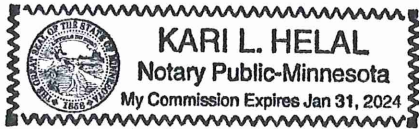
Aaron Kalstad
Aaron Kalstad

Jessica Kalstad (formerly Jessica Prebeck)

State of Minnesota, County of Itasca

This instrument was acknowledged before me on the 9th day of Sept, 2022, by Aaron Kalstad and Jessica Kalstad (formerly Jessica Prebeck), husband and wife.

(Stamp)



Kari L. Helal
(signature of notarial officer)

Title (and Rank): _____

My commission expires: 1/31/2024
(month/day/year)

[Signature Page of Aaron Kalstad and Jessica Kalstad (formerly Jessica Prebeck)
to
Financing Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date set forth in the notary block.

City of Grand Rapids

By: _____

Its: _____

State of _____, County of _____

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, as _____ of the City of Grand Rapids, on behalf of the City of Grand Rapids.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

**[Signature Page of City of Grand Rapids to
Financing Agreement]**

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date set forth in the notary block.

Grand Rapids Public Utilities Commission

By: _____

Its: _____

State of _____, County of _____

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, as _____ Grand Rapids Public Utilities Commission, on behalf of Grand Rapids Public Utilities Commission s.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

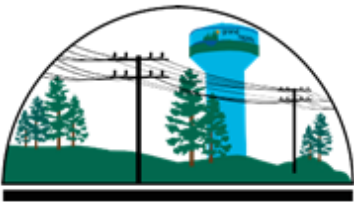
**[Signature Page of Grand Rapids Public Utilities Commission
to
Financing Agreement]**

Exhibit A

Legal Description of Property

Real property in Itasca County, Minnesota legally described as follows:

Lots 1 and 2, Block 56, and the South 30 feet of vacated Second Street Southeast lying adjacent to said Lot 1, Town of Grand Rapids, Itasca County, Minnesota.



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BUSINESS SERVICES DEPARTMENT MONTHLY REPORT September 2022 Commission Meeting

Effective Wholesale Electric Power Rate Last Month

The attached graph shows the effective wholesale electric rate for last month and a chart on the aggregated NEMMPA peak versus non-NEMMPA peak.

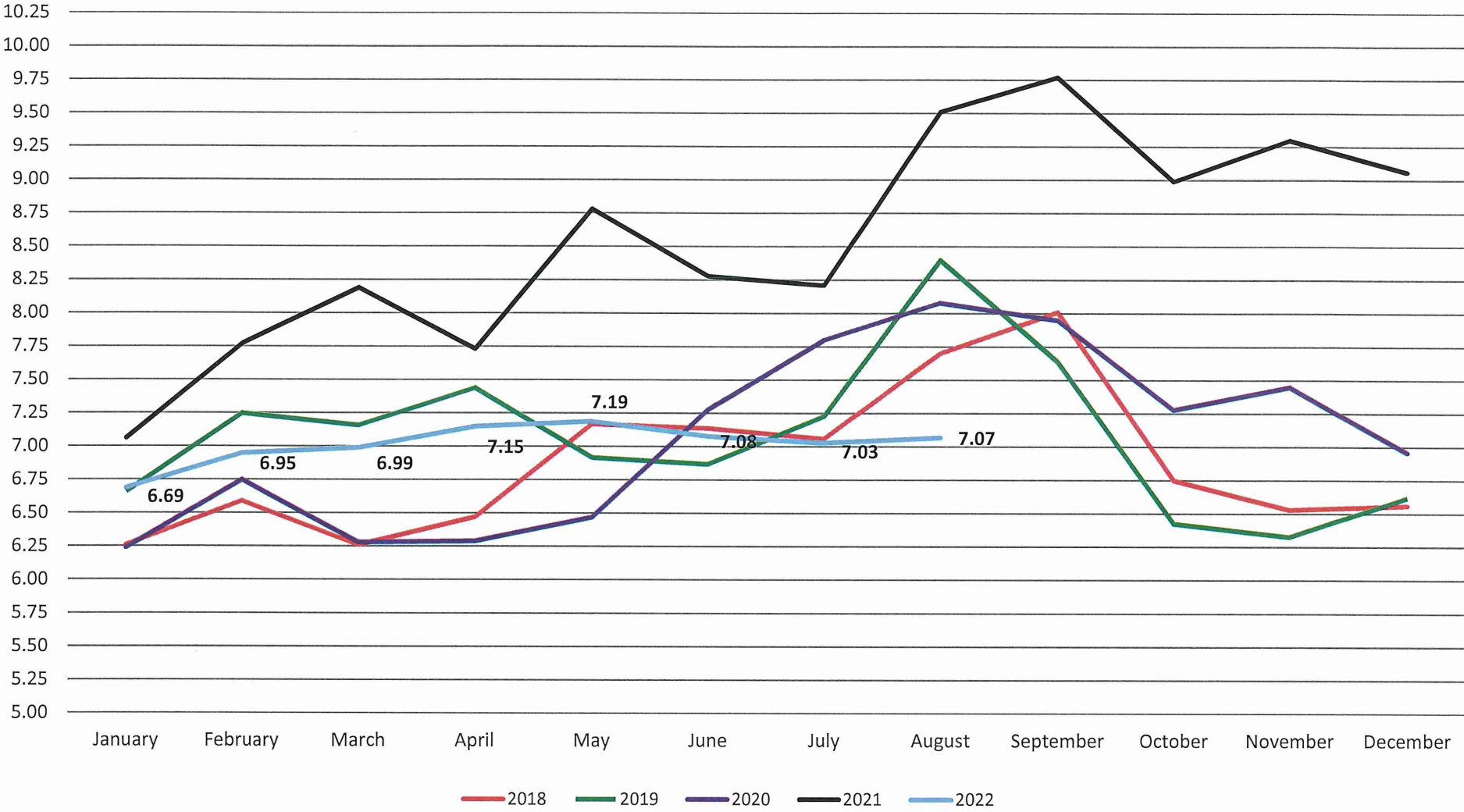
Projects Performed Last Month

- Continue training new customer service and accounting personnel.
- Cybersecurity awareness training (Knowbe4).
- Continued to review and improve instructions for customer service tasks.
- Met with Managers and Directors on budget versus actual financial reporting.
- Weekly Q & A meetings with Cogsdale trainers for GP Dynamics and Cogsdale.
- PIT Crew meetings for ERP software project to discuss process improvements.

Projects Scheduled for This Month

- Review processes identified in PIT Crew meetings with GRPU crew/team members and GFOA consultant for ERP software project to determine RFP ERP specific criteria.
- Work the 2022 operations and capital budget plan.
- Assist with managers in data capture for electric, water, wastewater rate studies.
- Review chart of accounts number schematic and determine effectiveness any recommendation for change in schematic.
- Finalize review of revised customer application and implement.
- Develop standard operating procedures for the approved utility customer services policy.

Wholesale Power Effective Electric Rate (¢/kWh)



GRAND RAPIDS PUBLIC UTILITIES
PEAK INFORMATION
2022

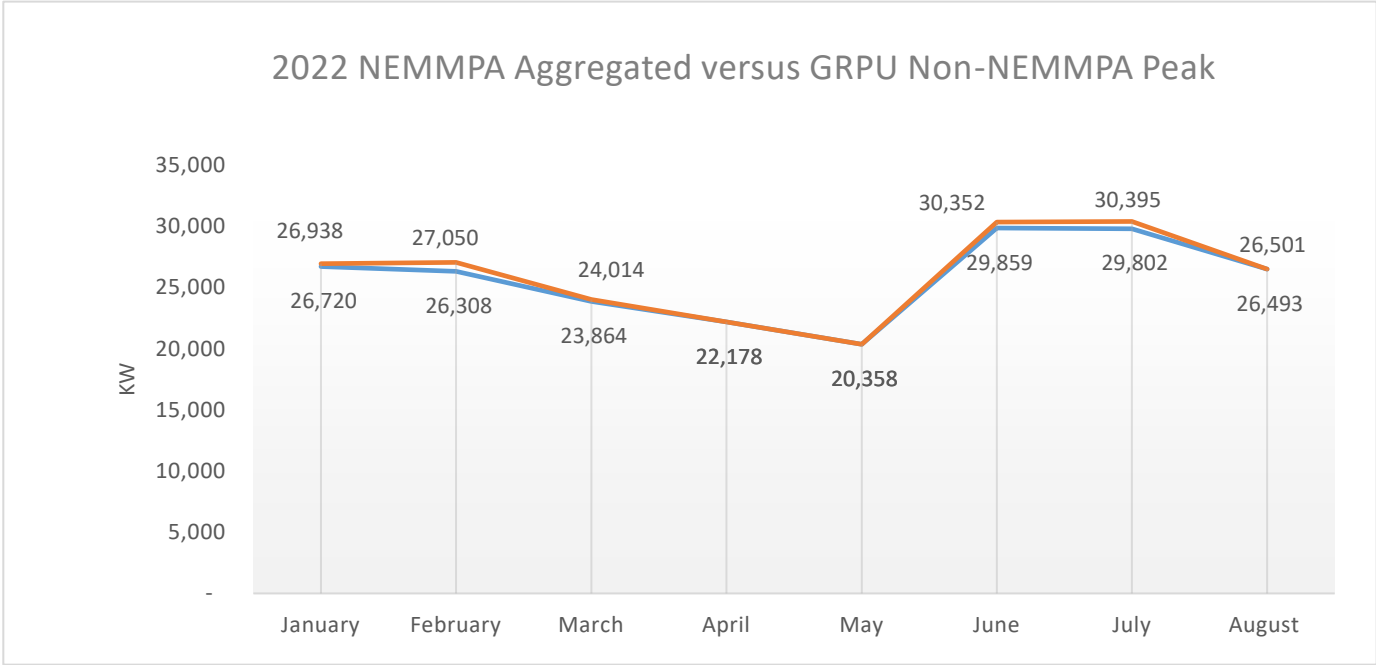
January February March April May June July August September October November December

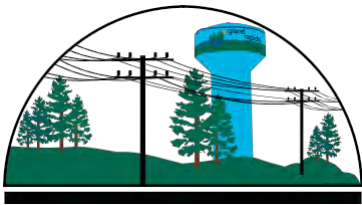
NEMMPA Aggregated
Peak

26,720 26,308 23,864 22,178 20,358 29,859 29,802 26,493

GRPU non-NEMMPA
Peak

26,938 27,050 24,014 22,178 20,358 30,352 30,395 26,501





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Item 14.

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ELECTRIC DEPARTMENT MONTHLY REPORT September 2022 Commission Meeting

Safety

- There were no OSHA recordable accidents last month.

Demand Threshold and Power Usage for past month

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

Reliability Last Month

- We had six outages during the month.

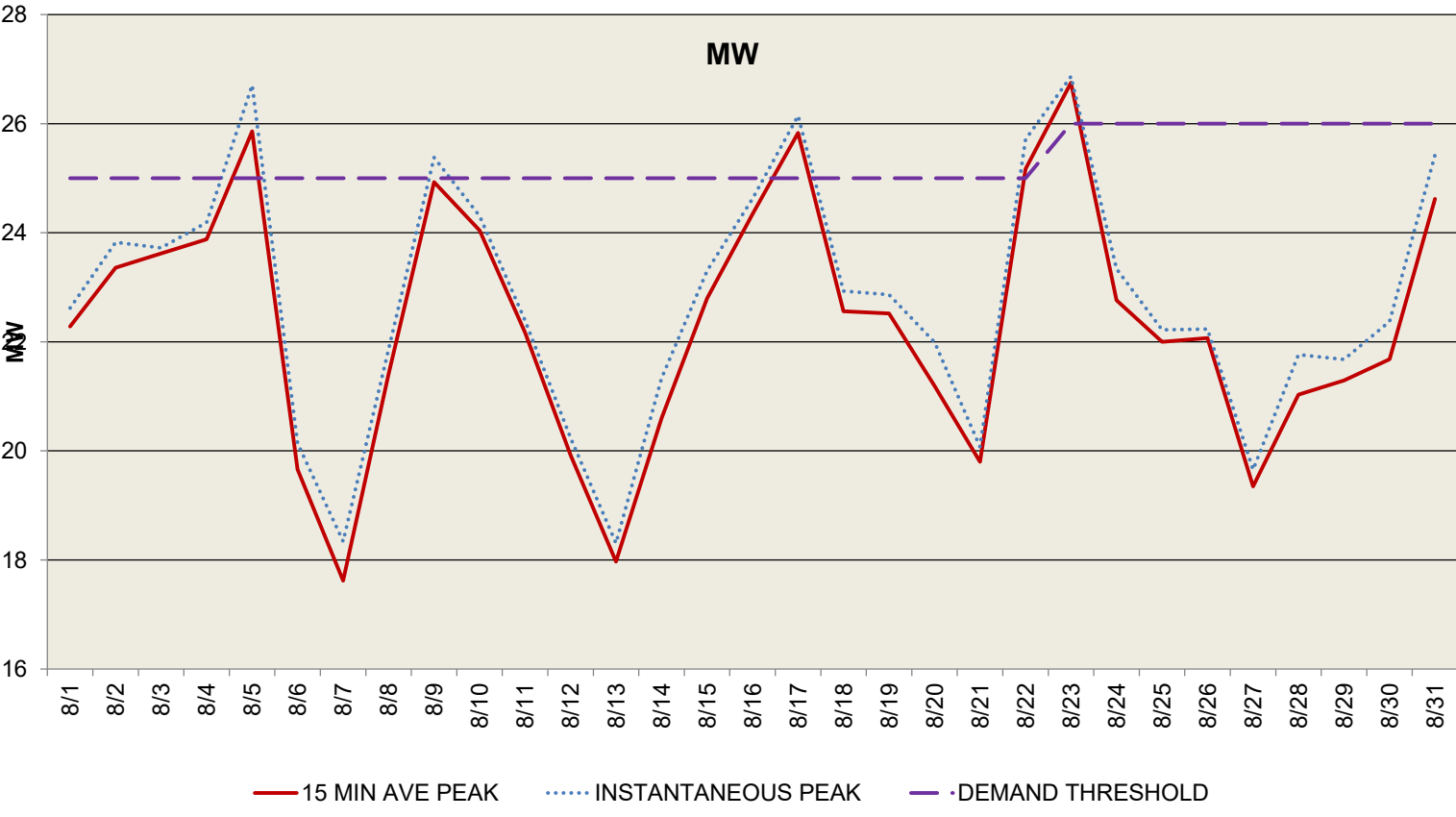
Projects Performed Last Month

- Combined electric, water, sewer rate study work
- Process improvement – project mapping/GIS, Outage management system – outage tracking and customer call-ins, Electric meter change outs and programming
- Community events - Riverfest – worked with City on electrical power needs for this event

Projects Scheduled for This Month

- Working on cable replacement projects, commercial services
- Looking to the future: electric vehicles, solar systems, conservation, supply chain issues
- Solar plus Battery Storage project
 - Commercial Operations reached August 26th
 - First load reduction battery discharge September 1st with no major issues, some minor operational issues
 - Second load reduction battery discharge September 8th. Both discharges achieved 0.65 MW reduction from 2:00 to 5:45 p.m.
 - Solar system and load management system used to reduce load during these times
- New services/construction 2022 – Cenex station, County Courts and Jail project, LaPrairie campground, Maturi addition/old Kmart, MDI second service, Zips car wash, Wagner site development including lift stations
- City/County projects – Airport Road/River Road round about

GRAND RAPIDS PUBLIC UTILITIES COMMISSION				
AUGUST 2022 LOAD MANAGEMENT SYSTEM REPORT				
Aug-22	INST PK MW	15 MIN AVE PK MW	MW DEMAND THRESHOLD	CONTROLLED DAYS
Minimum	18.31	17.62	25.00	
Maximum	26.86	26.75	26.00	
Average	22.79	22.36	25.29	
Total				2



GRAND RAPIDS PUBLIC UTILITIES COMMISSION
DAILY POWER USAGE

Aug-22	INST PK MW	15 MIN AVE PK MW	MW DEMAND THRESHOLD	CONTROLLED DAYS
8/1	22.62	22.28	25.00	-2.7
8/2	23.83	23.36	25.00	-1.6
8/3	23.72	23.62	25.00	-1.4
8/4	24.19	23.88	25.00	-1.1
8/5	26.71	25.86	25.00	0.9
8/6	20.14	19.66	25.00	-5.3
8/7	18.34	17.62	25.00	-7.4
8/8	21.85	21.40	25.00	-3.6
8/9	25.38	24.93	25.00	-0.1
8/10	24.30	24.04	25.00	-1.0
8/11	22.39	22.17	25.00	-2.8
8/12	20.24	19.92	25.00	-5.1
8/13	18.31	17.97	25.00	-7.0
8/14	21.33	20.60	25.00	-4.4
8/15	23.30	22.80	25.00	-2.2
8/16	24.63	24.34	25.00	-0.7
8/17	26.15	25.83	25.00	0.8
8/18	22.93	22.56	25.00	-2.4
8/19	22.86	22.52	25.00	-2.5
8/20	21.99	21.19	25.00	-3.8
8/21	20.08	19.80	25.00	-5.2
8/22	25.71	25.17	25.00	0.2
8/23	26.86	26.75	26.00	0.8
8/24	23.34	22.76	26.00	-3.2
8/25	22.22	22.00	26.00	-4.0
8/26	22.23	22.07	26.00	-3.9
8/27	19.66	19.35	26.00	-6.7
8/28	21.77	21.03	26.00	-5.0
8/29	21.68	21.29	26.00	-4.7
8/30	22.37	21.68	26.00	-4.3
8/31	25.43	24.62	26.00	-1.4
Minimum	18.31	17.62	25.00	
Maximum	26.86	26.75	26.00	
Average	22.79	22.36	25.29	
Total				2
		Peak Demand Day		Controlled Day

Monthly Report - Grand Rapids Public Utilities Commission

Grand Rapids Public Utilities Commission

Year 2022	Minimum duration 	Substation -----
Month 08 - August	Maximum duration 	Circuit -----
Annual Report? <input type="radio"/> Yes <input checked="" type="radio"/> No	Top-level Cause -----	Remove Major Events? -----

IEEE 1366 Statistics

Metric	Aug 2022	Aug 2021
SAIDI	1.787	1.181
SAIFI	0.026	0.0149
CAIDI	68.784	79.169
ASAI	99.9958%	99.9972%
Momentary Interruptions	0	0
Sustained Interruptions	6	7

Circuit Ranking - Worst Performing

Ranked by Outage Count

Circuit	Substation	Number of Outages
Feeder 320	Main Substation	4
ES08	East Substation	1
Feeder 326	Main Substation	1

Ranked by Customer Interruptions

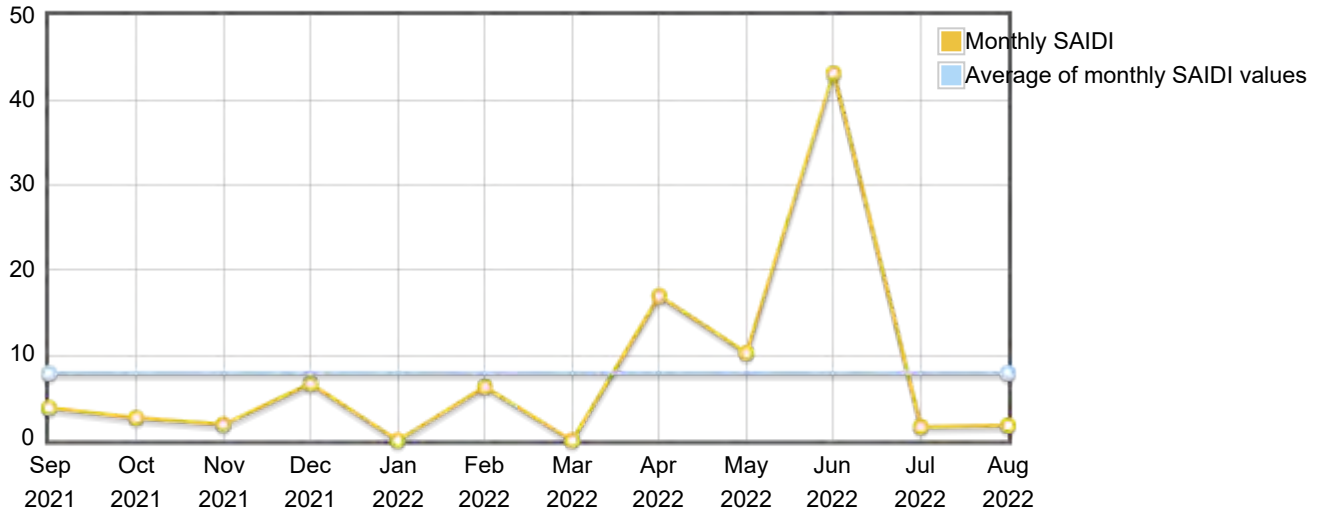
Circuit	Substation	Customer Interruptions
ES08	East Substation	90
Feeder 320	Main Substation	88
Feeder 326	Main Substation	17

Ranked by Customer Minutes of Duration

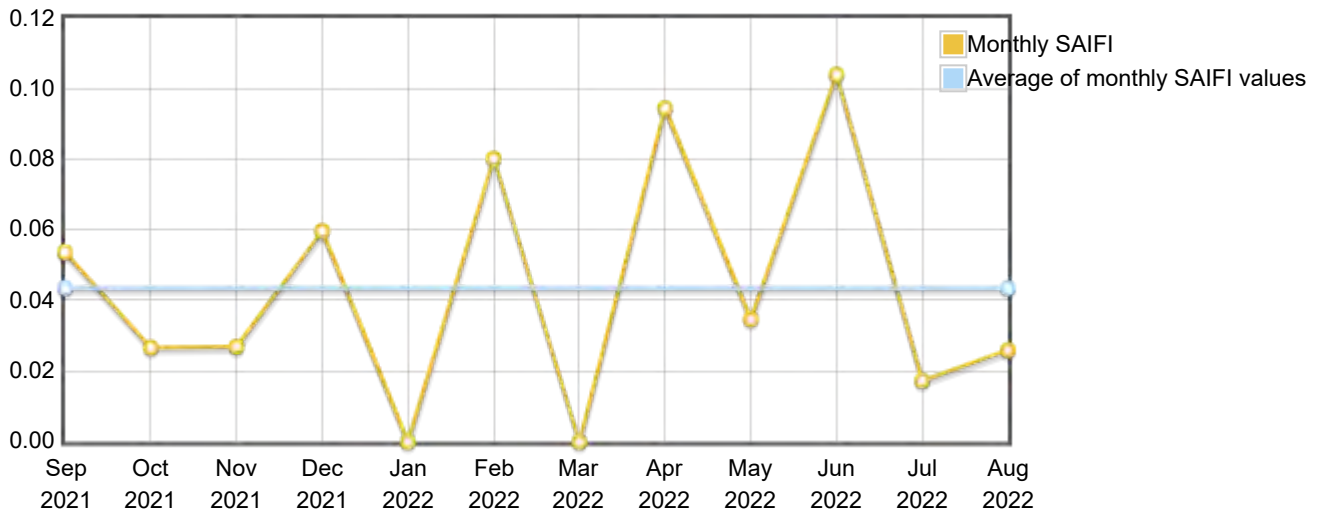
Circuit	Substation	Customer Minutes of Duration
ES08	East Substation	8,010

Circuit	Substation	Customer Minutes of Duration
Feeder 320	Main Substation	3,975
Feeder 326	Main Substation	1,428

Historical Monthly SAIDI Chart



Historical Monthly SAIFI Chart



Causes Ranked by Count



Cause	Count
Squirrel	3
Underground	1
Bird	1

Causes Ranked by Duration



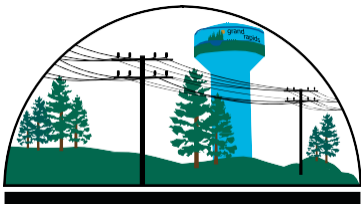
Cause	Duration
Squirrel	10,513
Unknown	1,595
Underground	825

Top 6 Outages for the Month

Address	Customers Interrupted	Duration	Customer Minutes of Interruption	Cause	Start Date
NE 2nd Ave	90	89	8,010	Squirrel	08/07/2022
Sunny Beach Rd	29	55	1,595	Unknown	08/27/2022
McGuire, Soldiers Lane	17	84	1,428	Squirrel	08/07/2022
SW 23rd St	43	25	1,075	Squirrel	08/17/2022
SE 6th St	11	75	825	Bad underground	08/15/2022
Horseshoe Lake Rd	5	96	480	Bird	08/07/2022

Total Customers Affected for the Month:	195
Average Customers Affected per Outage:	32.5





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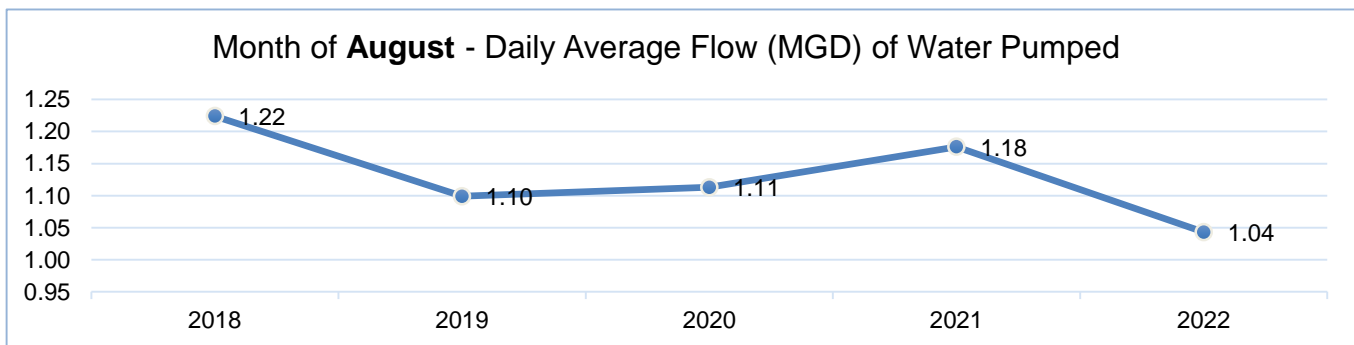
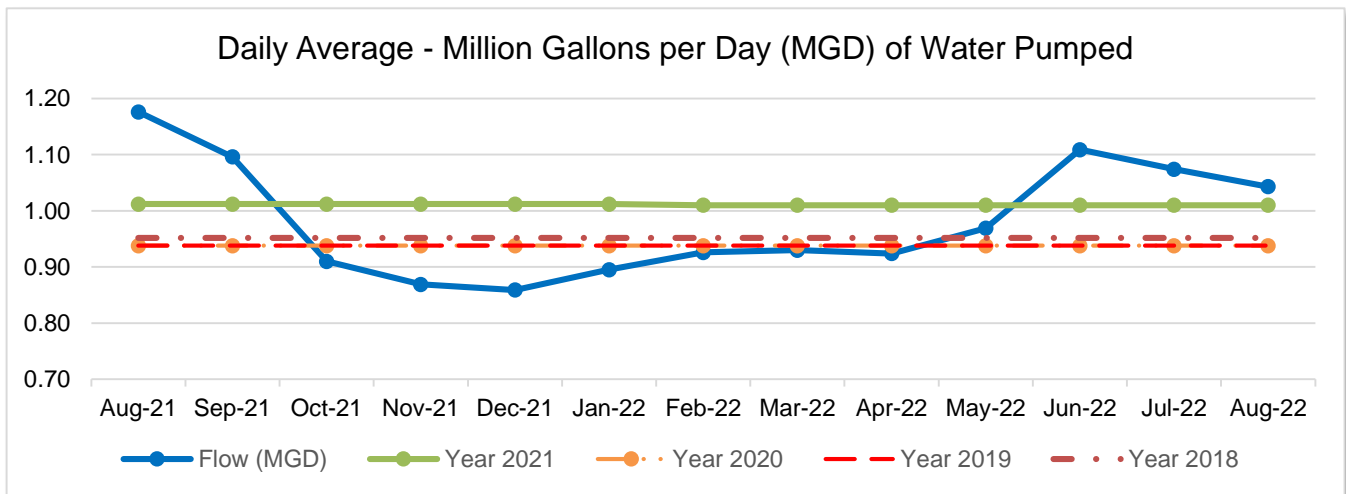
WATER & WASTEWATER DEPARTMENT MONTHLY REPORT September 2022 Commission Meeting

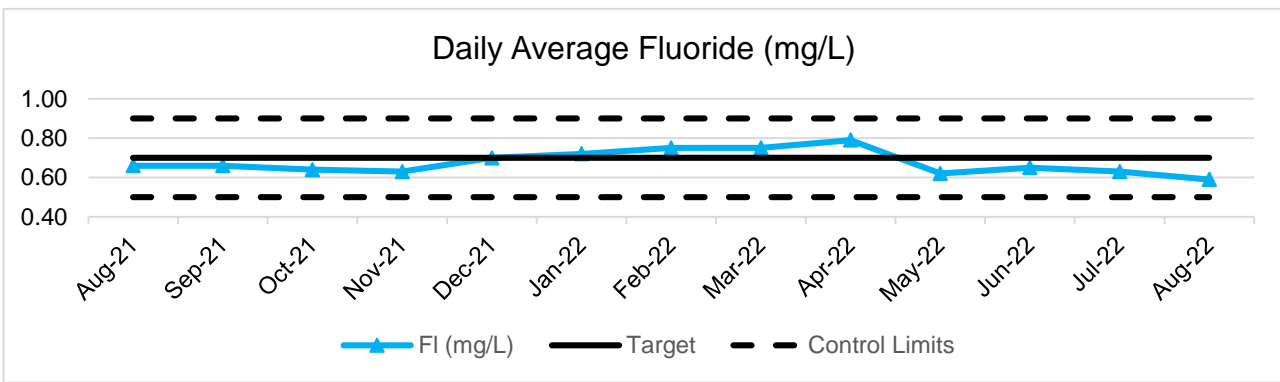
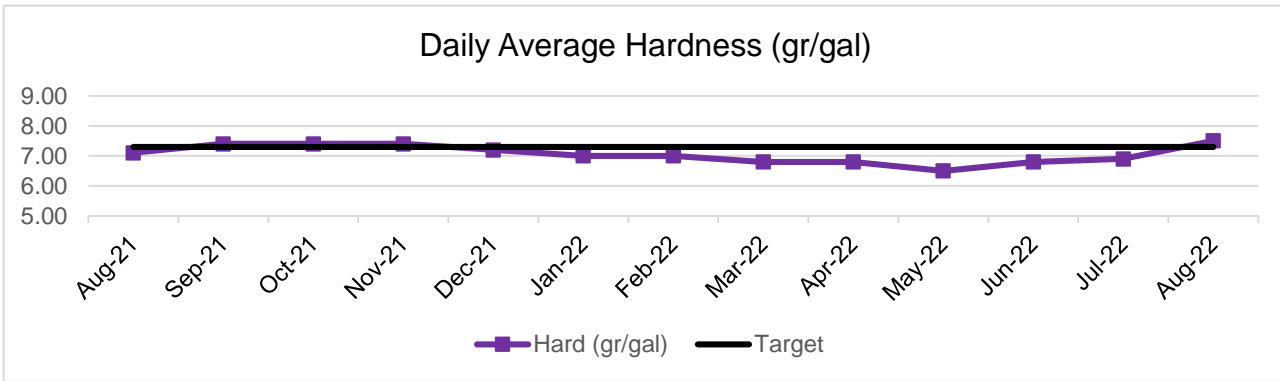
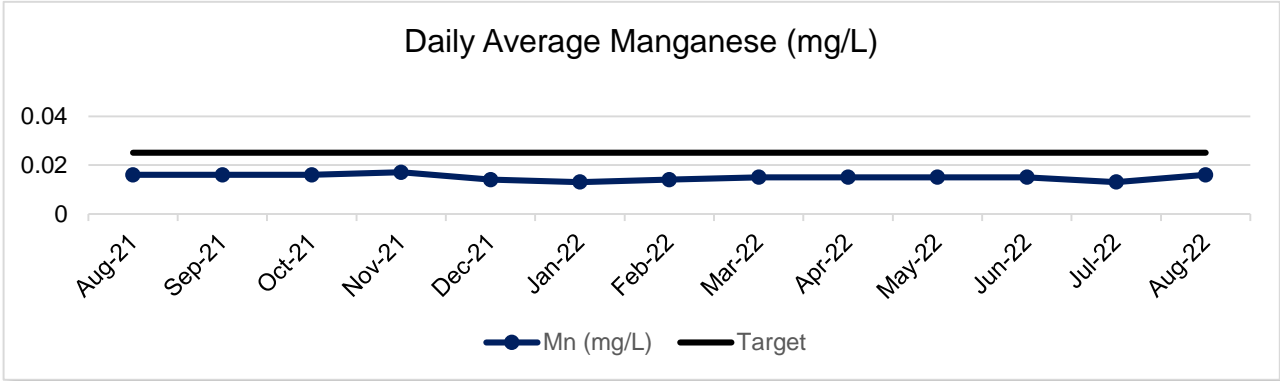
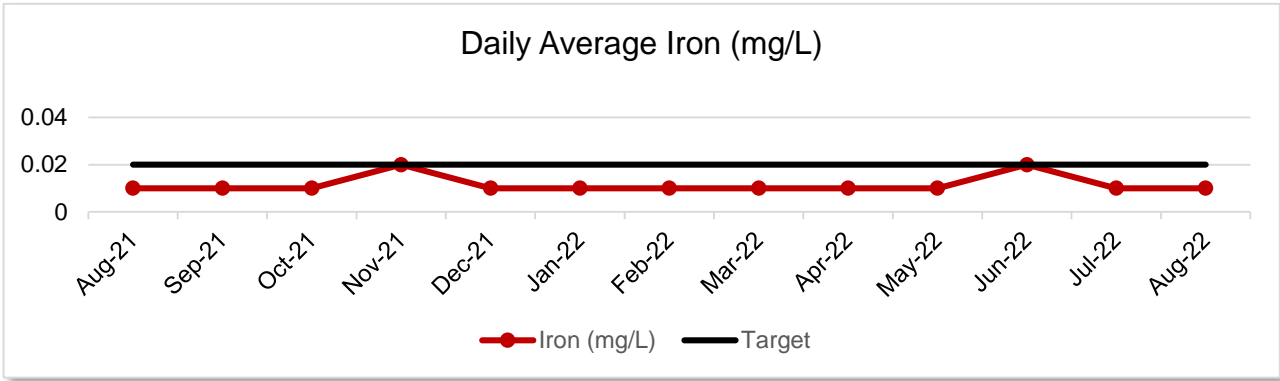
Safety

There were no OSHA recordable accidents last month.

Water Operations

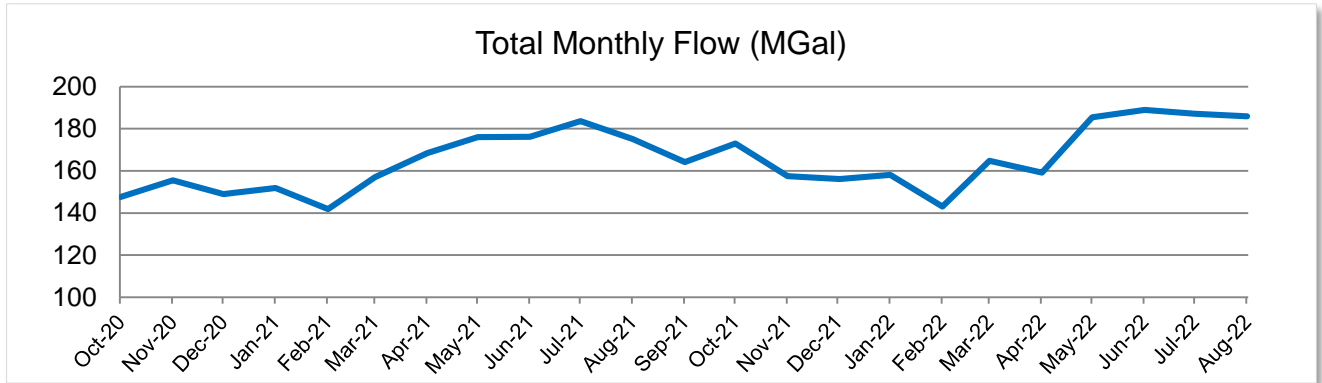
The water plant pumped an average of 1.04 million gallons of water per day (MGD) with a peak of 1.28 million gallons during last month.



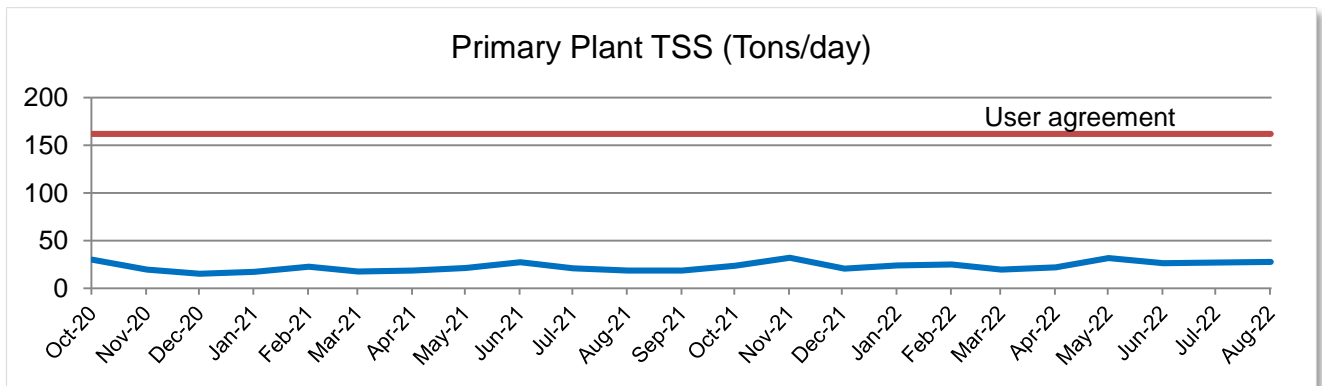


Wastewater Operations

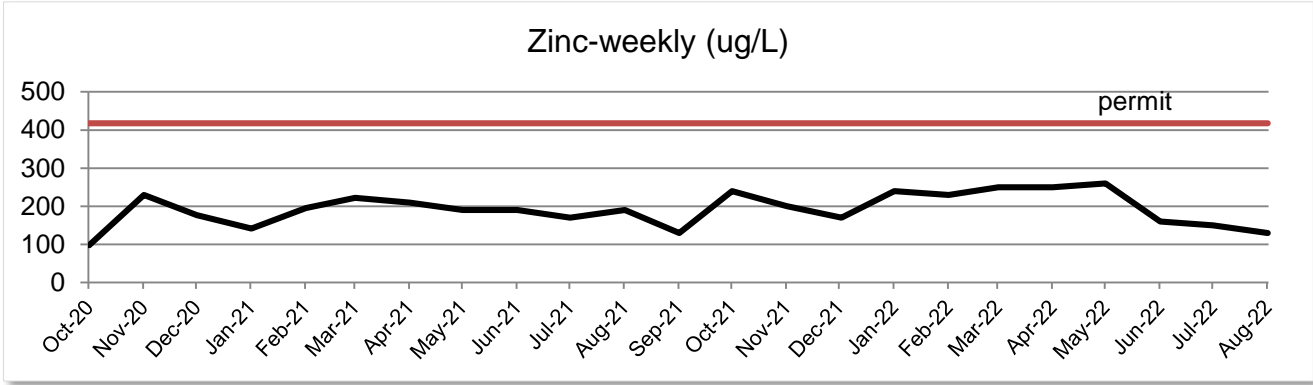
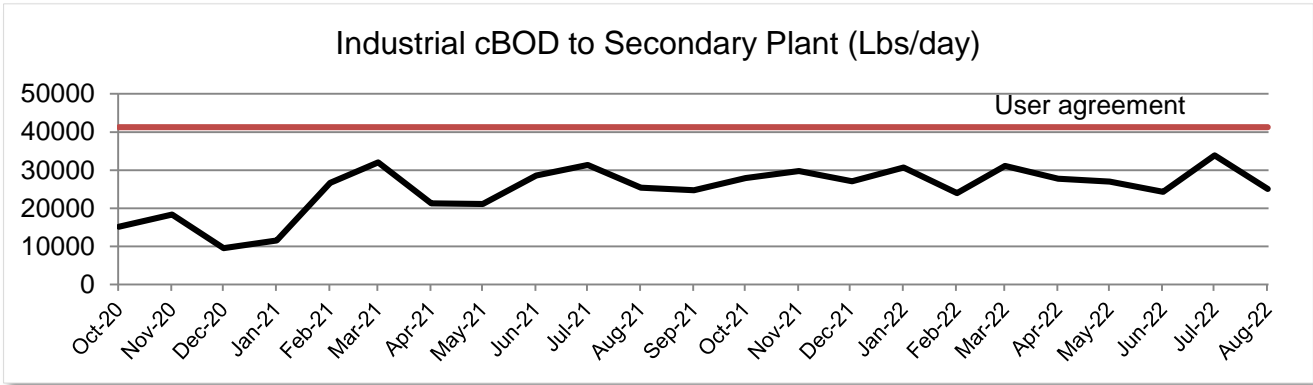
The Wastewater Treatment Plant (WWTP) met all National Pollutant Discharge Elimination System (NPDES) permit requirements last month. We treated 186 million gallons of water removing 99.7% of the Total Suspended Solids (TSS) and 99.5% Biochemical Oxygen Demand (cBOD).



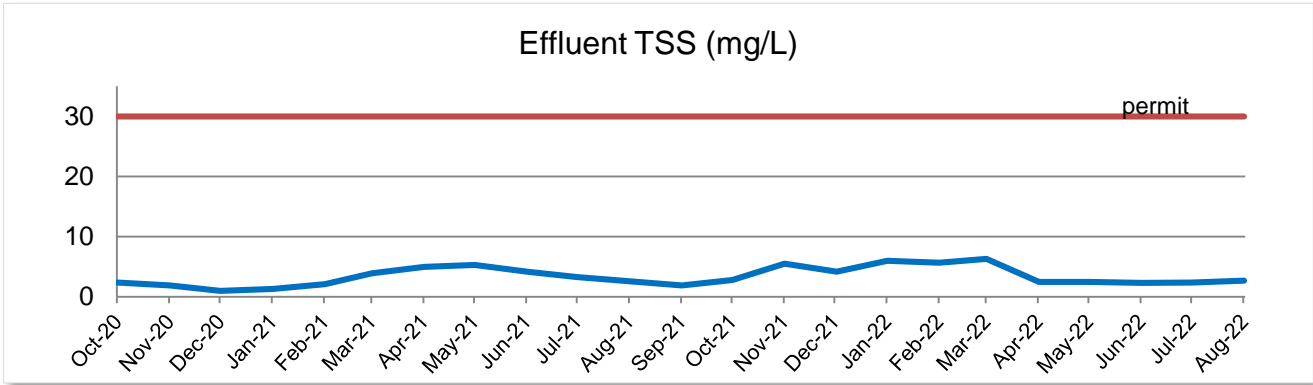
	Design Limits (monthly AVG)	Actual Results
<u>Primary Plant</u>		
Flow (MGD)	13.25	4.4
TSS (Tons/day)	162	27.8
TSS Peak (Tons/Day)	284	67.3

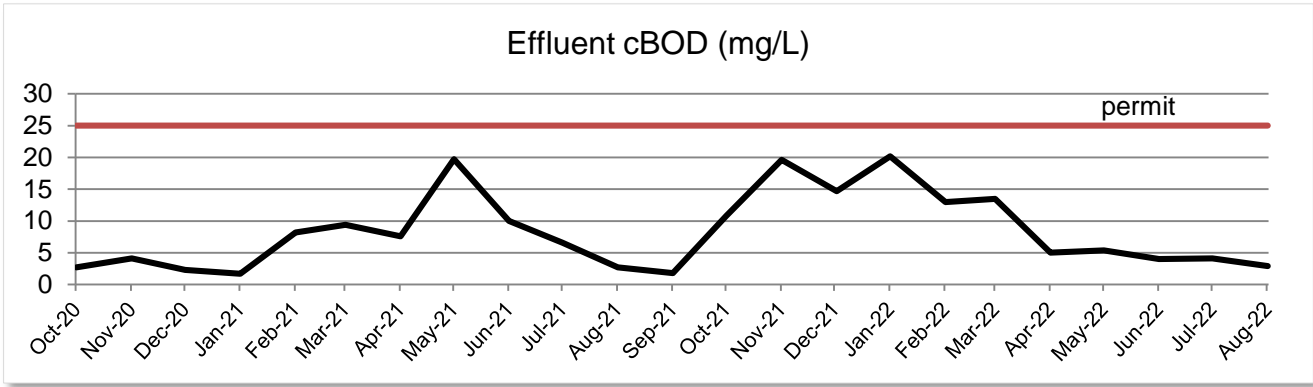


	Design Limits (monthly AVG)	Actual Results
<u>Secondary Plant</u>		
Flow (MGD)	15.25	6.0
cBOD (lbs/Day)	41,300	27,666
Peak cBOD (lbs/Day)	57,350	49,518
Zinc-weekly (ug/L)	418	130
% GRPUC		27.7%



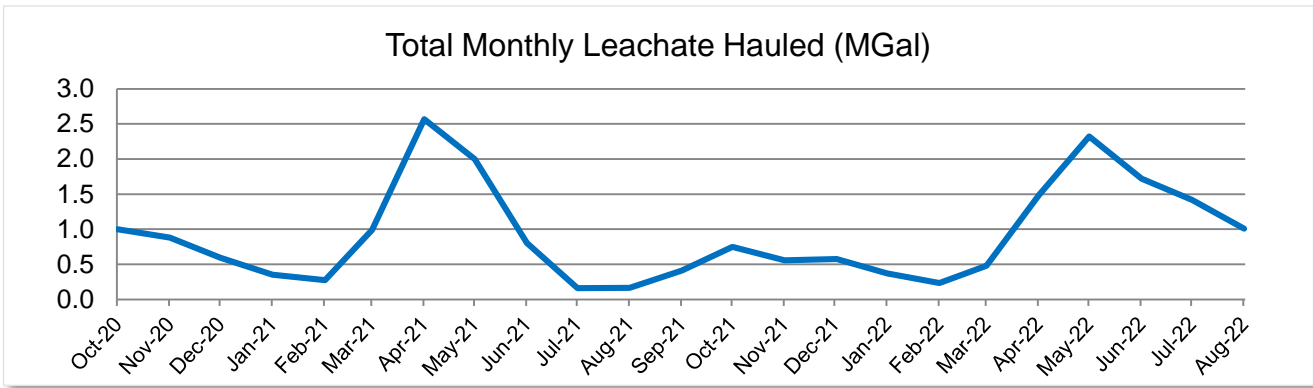
	Permit Limits (monthly AVG)	Actual Results
<u>Effluent</u>		
TSS (mg/L) – monthly average	30	2.7
cBOD (mg/L) – monthly average	25	2.9
Dissolved Oxygen (mg/L)	>1.0	5.2





Sludge Landfill Operations

- 1.01 million gallons of leachate were hauled last month
- 3,516 cubic yards of sludge solids were hauled to the landfill



AMI Water Install Last Month

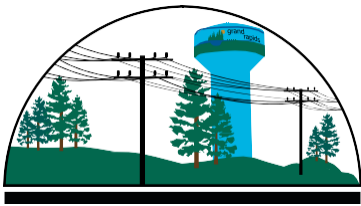
We installed 0 water nodes and/or meters in residential routes. We currently have 3487 (99%) active water nodes installed in the system. We are still awaiting delivery on nodes ordered in December 2020. We have been told that we should finally see some nodes in the month of September.

Projects Performed Last Month

- Jetting and televising the collection system in the SE part of Grand Rapids.
- Repaired broken drive shaft on sludge screw conveyor.
- Landfill road repairs and patches.

Projects Scheduled for This Month

- Jetting and televising the collection system in SE.
- Hydrant flushing – entire city.
- Capex - Painting primary clarifier #1 (PC #2 has been completed)



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SAFETY REPORT September 2022 Commission Meeting

Safety Topic Last Month

Dave Lundberg of MMUA was here on August 17 to conduct Fall Protection for field employees.

Safety Topic This Month

Dave Lundberg of MMUA will be here in September to conduct confined space entry training with field employees.

Accidents Reported last Month by Department

Administration: None
Business Services: None

Electric: None
Water-Wastewater: None

Cumulative Accidents for 2022

Recordable Accidents	0
Lost Time Days 2022	0
Restricted Days 2022	0
First Aid Only (not recordable)	1

Total FROI 1

Recordable Accident 5-year History

	2018	2019	2020	2021	2022
ADMIN	0	0	0	0	0
BUS SVCS	1	4	0	0	0
ELEC	1	1	0	0	0
W-WW	3	5	3	1	0
TOTAL	5	10	3	1	0