



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

MEETING AGENDA

Tuesday, March 31, 2026

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission will be held on Wednesday, March 31, 2026 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

ORGANIZATIONAL MEETING:

1. Consider the election of the 2026 GRPU Commission Officers of President and Secretary.

APPROVAL OF MINUTES:

2. Consider a motion to approve the February 11, 2026 Work Session and the February 25, 2026 Regular Meeting Minutes.

VERIFIED CLAIMS:

3. Consider a motion to approve \$628,352.33 in verified claims for March 2026.

COMMISSION REPORTS:

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

4. Consider a motion to ratify the quote with ZixCorp Systems for an amount of \$3,037.38 for Essentials Email Security & Compliance Suite of software.
5. Consider a motion to ratify the Scope of Work with Emergent Software for an amount up to \$17,200.00 for migration and configuration to modernize network management.
6. Consider a motion to ratify the Scope of Work with Procise Solutions, Inc. for an amount not to exceed \$24,900.00 for administration and customization of the Microsoft Office 365 platform.
7. Consider a motion to ratify the Supplemental Letter Agreement with Short Elliott Hendrickson Inc. (SEH) for consulting work on Crystal Springs and 29th Street SE Electrical Underground projects in the amount of \$13,800.
8. Consider a motion to ratify the Supplemental Letter Agreement with Short Elliott Hendrickson Inc. (SEH) for construction administration services and easement support on 2026 electric capital projects for \$13,500.

- [9.](#) Consider a motion to ratify the agreement with SEH Inc. for engineering services for designing supports for the watermain at the Horn bridge for \$5,000.

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.

OPERATIONS & CAPITAL BUSINESS:

- [10.](#) Operations & Capital Updates
- [11.](#) Consider a motion to approve the Record Retention Policy.
- [12.](#) Consider a motion to approve the Data Access Request Policy.
- [13.](#) Consider a motion to approve the amended GRPUC bylaws.
- [14.](#) Consider a motion to adopt Resolution 02-25-26-1 approving the 2026 GRPU Operating Plan and the 2026 Operations and Capital Budgets.
- [15.](#) Consider a motion to adopt Resolution Number 03-31-26-03 approving the revisions to the Procurement policy.
- [16.](#) Consider a motion to adopt the Resolution 03-31-26-04 removing Jean Lane as an authorized representative of the 4M Fund investment account and adding Taylor Bird as an authorized representative.

CONTRACTS:

- [17.](#) Consider a motion to approve the procurement contract with Rob's Bobcat Service Inc. for vegetation control and restoration services for the 2026 calendar year and authorize the General Manager to sign the contract, for an amount not to exceed \$75,000.
- [18.](#) Consider a motion to approve the procurement contract with Electric Pump LLC for the purchase of two Flygt Pumps for \$167,671 and authorize the General Manager to sign the contract.
- [19.](#) Consider a motion to approve the procurement contract with Bolton and Menk for engineering services for the detailed design of the water treatment plant renovation project and authorize the General Manager to sign the contract for \$980,000.
- [20.](#) Consider a motion to approve the procurement contract with Stantec Consulting Services for engineering and construction management services for Landfill Phases 1-4/Kettle D cover project for \$139,500 and authorize the General Manager to sign the contract.

REPORTS:

- [21.](#) Monthly Reports

ADJOURNMENT:

The next Work Session is scheduled for Wednesday, April 8, 2026 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Meeting of the Commission is scheduled for Wednesday, April 22, 2026 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street. There will be a Work Session before the Regular Meeting starting at 3:15 PM.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 31, 2026

AGENDA ITEM: Consider the election of the 2026 GRPU Commission Officers of President and Secretary.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

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

The typical procedure for selection of officers is:

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

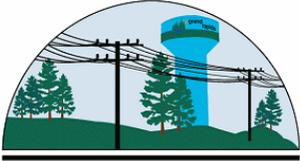
If there is only one nominee for the office, the President may declare the nominee elected by unanimous consent or call the vote.

If multiple nominees are presented for the office, a vote for each nominee would be in order.

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

RECOMMENDATION:

Consider the election of the 2026 GRPU Commission Offices of President and Secretary.



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

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

**Wednesday, February 11, 2026
3:00 PM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Work Session Meeting of the Grand Rapids Public Utilities Commission will be held on Wednesday, February 11, 2026 at 3:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

President Stanley called the meeting to order at 3:00 PM.

CALL OF ROLL:

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

ABSENT: Secretary Luke Francisco and Commissioner Rick Smith with notice

OTHERS: Julie Kennedy, Steve Mattson, Mike LeClaire, Chad Troumbly, Megan Sjostrand

BUSINESS:

1. Consider a motion to approve \$3,084,186.17 in verified claims for January and February 2026.

Motion made by Commissioner Saxhaug, Seconded by Council Representative Blake to approve \$3,084,186.17 in verified claims for January and February 2026.

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

2. Operations & Capital Updates

GRPU Management Team presented the Operations & Capital Updates

ADJOURNMENT:

There being no further business, the meeting adjourned at 4:57 PM.

Respectfully submitted,

Megan Sjostrand

Megan Sjostrand



GRAND RAPIDS PUBLIC UTILITIES COMMISSION MEETING MINUTES

Wednesday, February 25, 2026

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission will be held on Wednesday, February 25, 2026 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

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

CALL OF ROLL:

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

ABSENT: Secretary Luke Francisco and Council Representative Rick Blake with notice.

OTHERS: Julie Kennedy, Steve Mattson, Mike LeClaire, Chad Troumbly, Taylor Bird, Megan Sjostrand

PUBLIC FORUM:

No one from the public was present.

APPROVAL OF MINUTES:

1. Consider a motion to approve the January 14, 2026 Work Session and the January 28, 2026 Regular Meeting Minutes.

**Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to approve the January 14, 2026 Work Session and the January 28, 2026 Regular Meeting Minutes.
Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith**

VERIFIED CLAIMS:

2. Consider a motion to approve \$377,227.81 in verified claims for February 2026.

**Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve \$377,227.81 in verified claims for February 2026.
Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith**

COMMISSION REPORTS:

None.

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

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

Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith

3. Consider a motion to authorize staff to provide notice of proposed Commission Bylaws amendments at the March Regular Meeting.

Approved on consent agenda.

4. Consider a motion to ratify the contract amendment with Oracle reflecting the removal of the \$9,623.22 Fixed Asset Milestone from the original \$355,513.78 agreement, with the understanding that the milestone will be completed later this year under a separate contract.

Approved on consent agenda.

5. Consider a motion to ratify the quote with mPower Innovations for an amount not to exceed \$4,950.00 for migration of OMS database server.

Approved on consent agenda.

6. Consider a motion to ratify the one-year wastewater pretreatment permit with Dem-Con for treatment of leachate.

Approved on consent agenda.

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

Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve the regular agenda as presented.

Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith

OPERATIONS & CAPITAL BUSINESS:

7. Operations & Capital Updates

GRPU staff presented the Operations & Capital Updates.

8. Consider a motion to approve the GRPU 2026-2030 Strategic Plan.

Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to approve the GRPU 2026-2030 Strategic Plan.

Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith

9. Consider a motion to adopt Resolution 02-25-26-1 approving the 2026 GRPU Operating Plan and the 2026 Operations and Capital Budgets.

Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to move this agenda item to the March Regular Meeting.

Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith

10. Consider a motion to approve the Resolution 02-25-26-2 approving GRPU Treasury Functions to key employees and commission members for Wells Fargo Bank and designating Wells Fargo Bank as a depository of funds.

Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to approve the Resolution 02-25-26-2 approving GRPU Treasury Functions to key employees and commission members for Wells Fargo Bank and designating Wells Fargo Bank as a depository of funds.

Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith

CONTRACTS:

11. Consider a motion to approve the professional services contract with Frontier Energy for the management of GRPU Energy Conservation and Optimization (ECO) activities for approximately \$70,000 annually and authorize the General Manager to sign the agreement.

Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve the professional services contract with Frontier Energy for the management of GRPU Energy Conservation and Optimization (ECO) activities for approximately \$70,000 annually and authorize the General Manager to sign the agreement.

Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith

12. Consider a motion to approve the procurement contract with McCoy Construction Forestry, for a new mini excavator and trailer and authorize the General Manager to sign the contract for \$78,400.00.

Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to approve the procurement contract with McCoy Construction Forestry, for a new mini excavator and trailer and authorize the General Manager to sign the contract for \$78,400.00.

Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith

13. Consider a motion to approve the second amendment to the antenna lease agreement with AT&T for the middle water tower and authorize the General Manager to sign the contract.

Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve the second amendment to the antenna lease agreement with AT&T for the middle water tower and authorize the General Manager to sign the contract.

Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith

14. Consider a motion to award the Landfill Cover Modification Project contract to Casper Construction, Inc. in the amount of \$1,274,000 and authorize the General Manager to sign the contract.

Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to award the Landfill Cover Modification Project contract to Casper Construction, Inc. in the amount of \$1,274,000 and authorize the General Manager to sign the contract.

Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith

REPORTS:

15. Monthly Reports

Reviewed GRPU Monthly Reports

ADJOURNMENT:

There being no further business, the meeting adjourned at 4:45PM.

Respectfully submitted,

Megan Sjostrand

Megan Sjostrand



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 31, 2026

AGENDA ITEM: Consider a motion to approve \$628,352.33 in verified claims for March 2026.

PREPARED BY: Taylor Bird, Finance Manager

BACKGROUND:

See attached check registers:

| | |
|------------------------------------|---------------------|
| Bill list: | \$129,504.71 |
| Bill payments with prior approval: | \$498,847.62 |
| Total | \$628,352.33 |

RECOMMENDATION:

Approve \$628,352.33 in verified claims for March 2026.

Grand Rapids Public Utilities
Meeting Date: 3/31/2026
GRPU: Bill List

Item 3.

| PUC Meeting Identifier | Vendor | Vendor Name | Payment Amount |
|------------------------|---|---|-------------------|
| Commission Meeting | Busy Bees Quality Cleaning Services Incorporated | Busy Bees Quality Cleaning Service | 2,243.00 |
| Commission Meeting | Climate Makers Incorporated | Climate Makers Incorporated | 6,600.00 |
| Commission Meeting | Core & Main | Core & Main | 20,040.00 |
| Commission Meeting | Davis Petroleum | Davis Petroleum | 768.55 |
| Commission Meeting | Gopher State One Call | Gopher State One Call | 16.20 |
| Commission Meeting | Herc U Lift Incorporated | Herc U Lift Incorporated | 161.64 |
| Commission Meeting | Johnson Killen & Seiler PA | Johnson Killen & Seiler PA | 2,288.90 |
| Commission Meeting | McMaster Carr | McMaster Carr | 4,227.16 |
| Commission Meeting | MN Pollution Control Agency | MN Pollution Control Agency | 14,750.00 |
| Commission Meeting | Northeast Technical Services | Northeast Technical Services | 3,038.75 |
| Commission Meeting | Northwestern Power Equipment Company Incorporated | Northwestern Power Equipment Company Incorporated | 1,400.00 |
| Commission Meeting | NOS Automation | NOS Automation | 5,950.00 |
| Commission Meeting | Temporary Vendor- Rebates | Brenda Riendeau | 100.00 |
| Commission Meeting | TNT Aggregates LLC | TNT Aggregates LLC | 1,704.36 |
| Commission Meeting | SpryPoint Services | SpryPoint Services | 66,216.15 |
| Total | | | 129,504.71 |

Grand Rapids Public Utilities
Meeting Date: 3/31/2026
Checks/EFT/Auto: 2/25/2026-3/27/2026
PUC: Bill Payments w/ Prior Approvals

| PUC Meeting Identifier | Name | Sum of Bill Amount |
|------------------------|--|--------------------|
| Prior Approval | V00039 Enterprise FM Trust | 21,223.01 |
| Prior Approval | V00048 Emergent Software LLC | 22,346.83 |
| Prior Approval | V00122 RMB Environmental Laboratories Incorporated | 2,826.00 |
| Prior Approval | V00136 LeClaire Mike | 40.00 |
| Prior Approval | V00161 MN Department of Revenue (Payroll) | 12,621.01 |
| Prior Approval | V00285 Frontier Energy Incorporated | 4,093.93 |
| Prior Approval | V00294 Riley Joseph | 40.00 |
| Prior Approval | V00320 Grand Rapids Area Chamber of Commerce | 20.00 |
| Prior Approval | V00433 Stoltz Gary | 40.00 |
| Prior Approval | V00578 WUSZ- FM | 400.00 |
| Prior Approval | V00734 MN Department of Revenue | 128,635.00 |
| Prior Approval | V00967 Stanley Tom | 824.40 |
| Prior Approval | V00971 MN Secretary of State Notary | 120.00 |
| Prior Approval | V00977 Metro Sales Incorporated | 50.77 |
| Prior Approval | V01173 Sandstrom's Incorporated | 569.98 |
| Prior Approval | V01194 Waste Management of WI MN | 4,362.58 |
| Prior Approval | V01258 Stuart C Irby Company | 1,181.44 |
| Prior Approval | V01298 Postage By Phone System | 5,000.00 |
| Prior Approval | V01353 Viking Electric Supply Incorporated | 48.98 |
| Prior Approval | V01393 MN Council 65 | 1,964.16 |
| Prior Approval | V01549 Pitney Bowes | 2,330.79 |
| Prior Approval | V01550 Public Employees Retirement Association | 38,723.32 |
| Prior Approval | V01639 League of MN Cities | 500.00 |
| Prior Approval | V01697 MN Department of Health | 12,271.00 |
| Prior Approval | V01699 MN Municipal Utilities Association | 1,200.00 |
| Prior Approval | V01900 MN Child Support Payment Center | 854.62 |
| Prior Approval | V02342 UPS | 743.65 |
| Prior Approval | V02578 WEX Health | 2,556.50 |
| Prior Approval | V02585 NCPERS Group Life Insurance | 80.00 |
| Prior Approval | V02590 Hansen Mark | 40.00 |
| Prior Approval | V02599 Xerox Corporation | 27.23 |
| Prior Approval | V02639 Rapids Radio | 955.50 |
| Prior Approval | V02679 Dimich Corey | 40.00 |
| Prior Approval | V02693 Johnson Killen & Seiler PA | 581.50 |
| Prior Approval | V02700 Internal Revenue Service (Payroll) | 71,221.31 |
| Prior Approval | V02785 Vestis | 862.82 |
| Prior Approval | V02790 Customer Refunds Utility Accounts | 448.88 |
| Prior Approval | V02855 Troumbly, Chad M | 40.00 |
| Prior Approval | V02860 ZixCorp Systems, Inc | 3,037.38 |
| Prior Approval | V02892 Radtke James | 6,217.20 |
| Prior Approval | V03113 CliftonLarsonAllen LLP | 7,394.98 |
| Prior Approval | V03135 Procise Solutions Inc | 1,017.50 |
| Prior Approval | V03154 Blanchard Jason | 40.00 |
| Prior Approval | V03311 Rundell Eric | 40.00 |
| Prior Approval | V03359 Langer Stephen A | 40.00 |
| Prior Approval | V03367 Government Finance Officers Association | 200.00 |
| Prior Approval | V03546 City of LaPrairie | 19,038.49 |
| Prior Approval | V03641 Verizon Wireless | 1,056.77 |
| Prior Approval | V03671 City of Grand Rapids | 75,722.24 |
| Prior Approval | V03738 Paul Bunyan Communications | 7,752.95 |
| Prior Approval | V04175 MINUTEMAN PRESS | 192.66 |
| Prior Approval | V04338 Carquest Auto Parts | 249.00 |
| Prior Approval | V04340 Fastenal Company | 523.19 |
| Prior Approval | V04423 Sjostrand Megan | 40.00 |
| Prior Approval | V04424 Veith Jamie | 40.00 |
| Prior Approval | V04434 Voya Institutional Trust Company | 26,971.14 |
| Prior Approval | V04521 Adam Dragicevich | 40.00 |
| Prior Approval | V04532 Messerli Kramer P.A. | 1,394.39 |
| Prior Approval | V00396 UNUM Life Insurance Company of America | 3,968.31 |
| - None - | 90071 Luke A Francisco | 1,916.77 |
| - None - | 90100 Richard Blake | 2,069.44 |
| Total | | 498,847.62 |



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 31, 2026

AGENDA ITEM: Consider a motion to ratify the quote with ZixCorp Systems for an amount of \$3,037.38 for Essentials Email Security & Compliance Suite of software.

PREPARED BY: Mike LeClaire, Information Systems Department Manager

BACKGROUND:

As part of our ongoing efforts to migrate our system to cloud based programs; this was the software recently used for email security. We have since moved our system to a new more integrated platform. This will be the final prorated payment based on the usage thru February of the annual contract that expires August of 2026.

RECOMMENDATION:

Ratify the quote with ZixCorp Systems for an amount of \$43,37.38 for Essentials Email Security & Compliance Suite of software.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 31, 2026

AGENDA ITEM: Consider a motion to ratify the Scope of Work with Emergent Software for an amount up to \$17,200.00 for migration and configuration to modernize network management.

PREPARED BY: Mike LeClaire, Information Systems Department Manager

BACKGROUND:

As part of our ongoing efforts to optimize and modernize our network; the primary purpose of this scope of work is to configure and migrate network devices to our new platform to establish a secure and scalable identity foundation. This will include the setup and deployment of modern policies to support device management, further development our onboarding and offboarding strategies.

RECOMMENDATION:

Ratify the Scope of Work with Emergent Software for an amount up to \$17,200.00 for migration and configuration to modernize network management.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 31, 2026

AGENDA ITEM: Consider a motion to ratify the Scope of Work with Procise Solutions, Inc. for an amount not to exceed \$24,900.00 for administration and customization of the Microsoft Office 365 platform.

PREPARED BY: Mike LeClaire, Information Systems Department Manager

BACKGROUND:

Procise solutions have worked with us to develop, administer and customize our MS O365 platform. This is an on-going effort to continue to optimize our platform to streamline our documentation and team files. Additionally, the provide support to keep us up to date with new innovations and advance our knowledge within the platform.

RECOMMENDATION:

Ratify the Scope of Work with Procise Solutions, Inc. for an amount not to exceed \$24,900.00 for administration and customization of the Microsoft Office 365 platform.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 31, 2026

AGENDA ITEM: Consider a motion to ratify the Supplemental Letter Agreement with Short Elliott Hendrickson Inc. (SEH) for consulting work on Crystal Springs and 29th Street SE Electrical Underground projects in the amount of \$13,800.

PREPARED BY: Chad Troumbly, Electric Department Manager

BACKGROUND:

GRPU has capital electric projects on Crystal Springs Road and 29th Street SE and is working with SEH to create bidding documents, including plans and specifications. The project scope includes installing new underground electric facilities, cabinets, innerduct, primary and secondary cables, transformer box pads, and related equipment. The amount of the agreement is \$13,800 for the \$434,200 projects.

The GRPUC Procurement Policy was followed, and the certificate of insurance is on file.

RECOMMENDATION:

Consider a motion to ratify the Supplemental Letter Agreement with Short Elliott Hendrickson Inc. (SEH) for consulting work on Crystal Springs and 29th Street SE Electrical Underground projects in the amount of \$13,800.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 31, 2026

AGENDA ITEM: Consider a motion to ratify the Supplemental Letter Agreement with Short Elliott Hendrickson Inc. (SEH) for construction administration services and easement support on 2026 electric capital projects for \$13,500.

PREPARED BY: Chad Troumbly, Electric Department Manager

BACKGROUND:

GRPU has capital electric projects on 12th -14th Avenue SW, Crystal Springs Rd, 29th Street SE and areas north of 4th Ave SE. GRPU is working with SEH to support the project. SEH will provide construction administration services for 12th Avenue SW, 14th Avenue SW, Crystal Springs Rd, and 29th Street SE projects. SEH will also prepare easement descriptions and accompanying exhibits for proposed electrical improvements located north of 4th Avenue SE along parcels 91-021-4202, 91-021-4210, and 91-021-4215. The projects involve upgrading underground infrastructure and converting from overhead to underground lines. The amount of the agreement is \$13,500.

The GRPUC Procurement Policy was followed, and the certificate of insurance is on file.

RECOMMENDATION:

Consider a motion to ratify the Supplemental Letter Agreement with Short Elliott Hendrickson Inc. (SEH) for construction administration services and easement support on 2026 electric capital projects for \$13,500.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 31, 2026

AGENDA ITEM: Consider a motion to ratify the agreement with SEH Inc. for engineering services for designing supports for the watermain at the Horn bridge for \$5,000.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an unapproved 2026 Water Wastewater O&M project. This repair will hit the maintenance distribution main budget and there are sufficient funds to cover this expense.

The GRPUC Procurement Policy was followed.

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

RECOMMENDATION:

Approve a motion to ratify the agreement with SEH Inc. for engineering services for designing supports for the watermain at the Horn bridge for \$5,000.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 31, 2026
AGENDA ITEM: Operations & Capital Updates
PREPARED BY: GRPU Staff

BACKGROUND:

GRPU Operating & Capital Updates

RECOMMENDATION:

None. Review Only.

Grand Rapids Public Utilities

March 31, 2026

Operational and Capital Updates

GRPU Management Team





MISSION VISION VALUES

WHO WE ARE

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



Our Vision

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



Our Mission

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



Our Values

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

Engaging and Educating the Community (EC)

Item 10.

Operations: April Customer Campaign by Julie Kennedy

Call Before You Dig

- Before digging, Minnesota law requires you to call Gopher State One Call to allow utility providers to mark any underground lines.
 - Call 1-800-252-1166
- The 48-hour locate notice begins at 12:01 a.m. the day after the request (excluding weekends/holidays); alternate timelines must be documented, and requests can be submitted up to 14 days in advance.
- For jurisdictional boundaries, check out the water & wastewater policies on GRPU website:

<https://cityofgrandrapidsmn.com/utilities/page/all-policies-table-contents-0>

- For more information on Call Before You Dig, visit the GRPU website at:
<https://cityofgrandrapidsmn.com/utilities/page/gopher-state-one-call>





Operational Excellence (OE)

Operations: March Safety Summary by Julie Kennedy

Safety Topic This Month:

Safety Brad trained required employees on AWAIR (A Workplace Accident & Injury Reduction Program), Bloodborne Pathogens and Employee Right to Know on March 18 & 19

Safety Committee Program Review This Month:

The Safety Committee completed a Mock OSHA Inspection of the Wastewater Treatment Plant Service Center on March 19

Incidents Reported last Month by Department:

(thru February workdays)

Administration: None

Business Services: None

Electric: None

Water-Wastewater: 1

Cumulative Incidents for 2026

| | |
|---------------------------------|---|
| Recordable Incidents | 1 |
| Lost Time Days 2026 | 0 |
| Restricted Days 2026 | 0 |
| First Aid Only (not recordable) | 0 |
| Total FROI | 1 |

Recordable Incident 5-year History

| | 2022 | 2023 | 2024 | 2025 | 2026 |
|----------|------|------|------|------|------|
| ADMIN | 0 | 0 | 0 | 0 | 0 |
| BUS SVCS | 0 | 1 | 0 | 0 | 0 |
| ELEC | 0 | 0 | 1 | 0 | 0 |
| W-WW | 0 | 0 | 0 | 0 | 1 |
| TOTAL | 0 | 1 | 1 | 0 | 1 |

Grand Rapids Public Utilities

Upcoming Commission Meetings

Work Sessions: April 8 & April 22, 2026

Regular Meeting: April 22, 2026





GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 31, 2026

AGENDA ITEM: Consider a motion to approve the Record Retention Policy.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

Grand Rapids Public Utilities maintains records in accordance with applicable Minnesota statutes but is transitioning to electronic document retention and therefore needs an updated Records Retention Policy including a designated official records repository.

The proposed policy, developed using guidance from the League of Minnesota Cities, establishes a consistent approach for managing, retaining, and disposing of records in compliance with Minnesota Statutes §15.17 and Minnesota Statutes §138.17. The policy also designates Laserfiche as the official records repository for Grand Rapids Public Utilities.

Adopting this policy will ensure legal compliance, improve organization and accessibility of records, and provide clear direction to staff on proper records management practices.

RECOMMENDATION:

Approve the Record Retention Policy.



COMMISSION POLICY

Records Management

| | | |
|------------------------------------|--------------|------------------------------|
| Category: Administration | Subcategory: | Policy Number: A.2 |
|------------------------------------|--------------|------------------------------|

Purpose

This policy ensures that records created or received by Grand Rapids Public Utilities are properly stored, protected, and retained in accordance with Minnesota law.

Legal Authority

This policy follows applicable Minnesota laws, including:

- [Minnesota Statutes §15.17](#) – Official Records Act
- [Minnesota Statutes §138.17](#) – Records Retention and Disposition
- Minnesota Government Data Practices Act ([Minnesota Statutes Chapter 13](#))
- Records retention schedules approved by the [Minnesota State Records Disposition Panel](#)

What This Policy Covers

This policy applies to all employees, departments, contractors, and officials of Grand Rapids Public Utilities and to all records, including:

- Paper documents
- Emails
- Electronic files
- Scanned records
- Photos, audio, or video files
- Data stored in other systems

What Is a Record

A **record** is any information created or received while conducting official utility business.

Duplicate copies or drafts may be deleted when they are no longer needed and are not part of a legal hold.

Laserfiche is the **official records system** for Grand Rapids Public Utilities.

- Official records must be stored in Laserfiche unless otherwise specified.
 - Digital aerial photography will be stored on a dedicated cloud server.
 - Sanitary CCTV video files will be stored on a dedicated cloud server and within the cloud-based software PipeTech.
- Records in Laserfiche are considered the official copy.
- Once a record is stored in Laserfiche, extra copies may be destroyed according to the record destruction section.

Record Retention

Records must be kept according to:

- The [General Records Retention Schedule for Minnesota Cities](#), or
- Other retention schedules approved by the Minnesota State Records Disposition Panel.

Records cannot be destroyed until the required retention period has passed.

Roles and Responsibilities

Commission

The Commission approves this policy and authorizes the use of approved retention schedules.

Records Manager

The **Executive/HR Assistant** serves as the Records Manager and is responsible for managing the records program and Laserfiche system.

Managers

Managers must ensure records in their departments are properly stored in Laserfiche and follow retention requirements.

Managers and Directors are the **only employees authorized to download or send official records outside the organization**, unless approved by the General Manager or Records Manager.

Employees

All employees must:

- Store official records in Laserfiche
- Protect records from unauthorized access or deletion
- Follow records management procedures

Employees are required to use **multi-factor authentication** when accessing systems that contain official records.

Record Destruction

Records may only be destroyed when:

- The record is on an approved retention schedule and the retention period has ended.
- Authorization is given by the Records Manager or General Manager

All destruction must be documented and done securely.

Legal Holds

If there is a lawsuit, audit, investigation, or data request, related records must be preserved and cannot be destroyed until the issue is resolved.

Data Requests and Public Records

Records must be handled according to the **Minnesota Government Data Practices Act and the GRPU Public Data Request Policy**. Access to non-public data must be restricted to authorized staff.

Training and Compliance

Employees must receive training on records management and Laserfiche. Failure to follow this policy may result in disciplinary action.

GRPU Commissioner

GRPU Commissioner

POLICY HISTORY:

Adopted:

Revised:



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 31, 2026

AGENDA ITEM: Consider a motion to approve the Data Access Request Policy.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

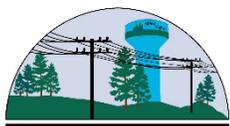
Grand Rapids Public Utilities currently responds to data requests in accordance with the Minnesota Government Data Practices Act but does not have a formally adopted policy.

The proposed Data Access Request Policy, developed using guidance from the League of Minnesota Cities, will establish a consistent and legally compliant process for handling requests, including procedures, timelines, and responsibilities.

Adopting this policy will improve transparency, ensure compliance with Minnesota law, and provide clear direction to staff.

RECOMMENDATION:

Approve the Data Access Request Policy.



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

COMMISSION POLICY

Data Requests

| | | |
|------------------------------------|--------------|------------------------------|
| Category: Administration | Subcategory: | Policy Number: A.1 |
|------------------------------------|--------------|------------------------------|

Right to Access Public Data

The Government Data Practices Act ([Minnesota Statutes, Chapter 13](#)) presumes that all government data is public unless a state or federal law says the data is not public. Government data is a term that means all recorded information a government entity has, including paper, email, DVDs, photographs, etc.

The Government Data Practices Act also provides that Grand Rapids Public Utilities must keep all government data in a way that makes it easy, as a member of the public, to access public data. The public has the right to look at (inspect), free of charge, all public data. The public also has the right to get copies of public data. The Government Data Practices Act allows Grand Rapids Public Utilities to charge for the actual cost of searching for and retrieving the data and making the copies or electronically transmitting the data (e.g. sending the data by email). The public has the right to look at data, free of charge, before deciding to request copies.

How to Make a Data Request

To look at data or request copies of data that Grand Rapids Public Utilities keeps, a written request should be made to the appropriate individual listed in the Data Practices Contacts on page 3. Requests for data may be submitted by mail, fax, email or in person using the Data Request Form on page 5.

If the data request form is not used, the request should include:

- That the requester, as a member of the public, is making a request for data under the Government Data Practices Act, Minnesota Statutes, Chapter 13,
- Whether the requester would like to look at the data, obtain copies of the data, or both, and
- A clear description of the data the requester would like to inspect or have copied

Grand Rapids Public Utilities cannot require a member of the public to identify themselves or explain the reason for the data request. However, depending on how the request is to be processed (for example, if copies are to be mailed), some contact information may be needed. If no identifying information is provided, this government entity will provide contact information so the requester may

check on the status of the request. If the request is unclear and there is no way to contact the requester, the request cannot be processed.

How We Respond to a Data Request

Upon receiving a request, Grand Rapids Public Utilities will work to process it.

If Grand Rapids Public Utilities does not have the data, the requester will be notified in writing as soon as reasonably possible.

If Grand Rapids Public Utilities has the data but is not public, the requester will be notified in writing as soon as reasonably possible and provided with the specific law that classifies the data as not public.

If the data is public, the request will be fulfilled appropriately and promptly, within a reasonable amount of time, by doing one of the following:

- Arranging a date, time, and place to inspect the data at no charge, or
- Providing copies of the data as soon as reasonably possible. Hard copies may be picked up, mailed, or faxed. If copies are to be sent, the requester must provide an address or fax number. Electronic copies (such as email, cloud repository, or flash drive) will be provided upon request if the data is maintained in electronic format.

Information about copy charges is on page 5. Prepayment for copies may be required.

If any of the data is not understood (technical terminology, abbreviations, or acronyms), an explanation will be provided upon request.

The Government Data Practices Act does not require Grand Rapids Public Utilities to create or collect new data in response to a data request if the data does not already exist, or to provide data in a specific form or arrangement if it is not maintained in that form. If Grand Rapids Public Utilities agrees to create data in response to a request, details including cost and response time will be coordinated.

In addition, the Government Data Practices Act does not require Grand Rapids Public Utilities to answer questions that are not requests for data.

Requests for Summary Data

Summary data are statistical records or reports that are prepared by removing all identifiers from private or non-public data. The preparation of summary data is not a means to gain access to private or non-public data. Grand Rapids Public Utilities will prepare summary data if a written request is submitted and the cost of creating the data is prepaid. Upon receiving a written Data Request Form, Grand Rapids Public Utilities will respond within ten (10) business days with the data or with details regarding when the data will be available and the associated cost.

Responsible Authority

Julie Kennedy, General Manager

500 SE 4th Street

Grand Rapids, MN 55744

Phone: 218-326-7687

Fax: 218-326-7698

Email: jakennedy@grpuc.org

Data Practices Compliance Official

Megan Sjostrand, Executive/HR Assistant

500 SE 4th Street

Grand Rapids, MN 55744

Phone: 218-326-7189

Fax: 218-326-7698

Email: mrsjostrand@grpuc.org

DRAFT

Grand Rapids Public Utilities charges members of the public for copies of government data. These charges are authorized under Minnesota Statutes, section 13.03, subdivision 3(c).

You must pay for the copies before we will give them to you.

Most Other Types of Copies – Actual cost

The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data and making the copies or electronically transmitting the data.

In determining the actual cost of making copies, Grand Rapids Public Utilities factors in employee time, the cost of the materials onto which the data is copied (paper, electronic file, flash drive), and mailing costs, if any. If a request is made for copies of data that Grand Rapids Public Utilities cannot reproduce itself, such as photographs or certain electronic records requiring the assistance of an IT consultant, the requester will be charged the actual cost paid to an outside vendor for the copies.

The cost of employee time to search for data, retrieve data, and make copies is set the Grand Rapids Public Utilities Ancillary Fee Schedule. If, because of the subject matter of a request, it is necessary for a higher-paid employee to search for and retrieve the data, the search and retrieval portion of the copy charge will be calculated at the higher salary/wage.

GRPU Commissioner

GRPU Commissioner

POLICY HISTORY:

Adopted:

Revised:



INFORMATION DISCLOSURE REQUEST

Minnesota Government Data Practices Act

A. COMPLETED BY REQUESTER

| | |
|--|---|
| REQUESTER NAME (LAST, FIRST, M): | DATE OF REQUEST: |
| STREET ADDRESS: | PREFERRED METHOD OF CONTACT: <input type="checkbox"/> PHONE <input type="checkbox"/> MAIL <input type="checkbox"/> EMAIL <input type="checkbox"/> FAX |
| CITY, STATE, ZIP CODE: | PHONE NUMBER: |
| SIGNATURE: | FAX NUMBER: |
| EMAIL: | |
| <i>Note: Grand Rapids Public Utilities cannot require you, as a member of the public, to identify yourself or explain the reason for your data request. However, depending on how you want us to process your request, we may need some information about you. Please keep in mind that if we do not understand your request and have no way to contact you, we will not be able to begin processing your request.</i> | |
| DESCRIPTION OF THE INFORMATION REQUESTED - please describe the data you are requesting as specifically as possible. If you need more space, please use the back of this form or attach additional sheets: | |
| | |
| | |

B. COMPLETED BY DEPARTMENT

| | |
|--|--|
| DEPARTMENT NAME: | HANDLED BY: |
| INFORMATION CLASSIFIED AS: <input type="checkbox"/> Public <input type="checkbox"/> Non-Public <input type="checkbox"/> Private <input type="checkbox"/> Protected Non-Public <input type="checkbox"/> Confidential | ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved in Part (explain below) <input type="checkbox"/> Denied (explain – include statute) |
| REMARKS OR BASIS FOR DENIAL, INCLUDING STATE STATUTE: | |
| <i>Note: According to MS § 13.03, subd. 3, authorizes us to charge fees to recover costs to provide copies of data, including costs associated with searching, compiling, copying, mailing, or otherwise transmitting data. Prepayment is required prior to receiving copies of data. We do not charge for inspection of data or for separating not public data from public data.</i> | |
| COPY CHARGES: <input type="checkbox"/> None <input type="checkbox"/> _____ Pages (per side) = \$ _____ <input type="checkbox"/> Employee Time (only charge if over 100 pg) = \$ _____ <input type="checkbox"/> Other Charges: _____ = \$ _____ <input type="checkbox"/> Special Rate: (attach explanation) = \$ _____ <div style="text-align: right;">Total Charges: \$ _____</div> | IDENTITY VERIFIED FOR PRIVATE INFORMATION: <input type="checkbox"/> Identification: Driver's License, State ID, Etc. <input type="checkbox"/> Comparison with Signature on File <input type="checkbox"/> Personal Knowledge <input type="checkbox"/> Other: _____ |
| AUTHORIZED SIGNATURE: | DATE: |



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 31, 2026

AGENDA ITEM: Consider a motion to approve the amended GRPUC bylaws.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

As discussed as part of the strategic planning process last fall, the Commission agreed to review the GRPUC bylaws this year. At the February work session meeting, the Commission discussed making updates to the following areas of the bylaws: general updates on language such as customer and employee counts, describing Commissioner terms that align with relevant City ordinances, designating committees, adjusting Commissioner remuneration, and adding language regarding Commission meeting attendance.

At the February 25 Regular meeting, the Commission approved publishing the required notice of proposed amendments and notice was published in the newspaper on March 8 and 15.

RECOMMENDATION:

Approve the amended bylaws.



COMMISSION POLICY

Bylaws

| | | |
|--------------------------------|--|------------------------------|
| Category: Governance | Subcategory: Authority and Purpose | Policy Number: G1a |
|--------------------------------|--|------------------------------|

Article I – Name

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

Article II - Authority

The Water, Light, Power and Building Commission of Grand Rapids was created on March 30, 1910, by resolution adopted by the Village Council of Grand Rapids.

Pursuant to MN Statute, Section 412.331, adopted in 1949, any water, light, power and building commission then in existence was required to thereafter operate as a public utilities commission under MN Statutes, Sections 412.321 to 412.391. By resolution on November 9, 1949, the Water, Light, Power and Building Commission of Grand Rapids became the Grand Rapids Public Utilities Commission.

Grand Rapids Public Utilities Commission is a public utilities commission operating pursuant to and subject to MN Statutes, Sections 412.321 to 412.391 and Grand Rapids Municipal Code Section 70.

Grand Rapids Public Utilities Commission has jurisdiction over the electrical distribution system, the water supply system and the wastewater collection and treatment system for the City of Grand Rapids. The PUC also serves the nearby communities and rural areas through contracts or state mandated service territories.

Article III - Commission Membership

Pursuant to Laws of Minnesota 2014, Chapter 224, and Grand Rapids Municipal Code Section 70-34, the Commission shall consist of five members appointed by the Grand Rapids City Council as follows:

- (1) No more than one member may be chosen from the City Council membership, which membership shall terminate when that member ends City Council membership, at which time the vacancy created shall be filled for the balance of the unexpired term in the manner in which the original appointment was made. The City Council may set the term of the Commissioner

who is a member of the City Council to coincide with that member's term of office as a member of the City Council.

- (2) Grand Rapids Public Utilities Commissioners will be appointed to a four-year term and shall serve until a successor is appointed. Should a member resign or be removed, a replacement shall succeed for the remainder of the designated term.
- (3) Grand Rapids Public Utilities Commissioners shall be appointed by the City Council to staggered terms so that the term for no more than two positions shall expire in any year.

Article IV – Commission Meetings

- Section 1: Regular Commission meetings shall be on the fourth Wednesday of the month at 4:00 p.m. and special meetings, work sessions, or emergency meetings may be called from time-to-time with notice according to law.
- Section 2: Three of the five Commissioners shall constitute a quorum.
- Section 3: Robert's Rules of Order shall govern.
- Section 4: All members of the Commission shall have equal voting rights.
- Section 5: All meetings shall be conducted in compliance with Minnesota open meeting laws.

Article V - Officers

- Section 1: The Commission members shall annually choose a President from among its own members. The Commission members shall also appoint a Secretary for an indefinite term. The Secretary need not be a member of the Commission.
- Section 2: The Commission members shall have the power to remove any officer chosen by the Commission who, in the opinion of the Commission, is not serving the best interests of the GRPUC.

Article VI – Powers and Duties of the Commission and Officers

- Section 1: The President shall act as the executive officer, convene meetings, and execute documents for the Commission.
- Section 2: The Commission shall exercise general supervision over the PUC manager.
- Section 3: The Commission member with the most seniority on the Commission shall act in place of the President during his/her absence.

Section 4: The Secretary shall ensure that meetings are posted and minutes kept.

Section 5: The Commission shall ensure that proper financial records are kept and that the accounts are audited annually by an independent auditor.

Article VII – Conflict of Interest

Commissioners shall abide by the Ethics Policy of the Grand Rapids Public Utilities Commission.

Article VIII – Adoption

These Bylaws shall become effective upon the approval of a majority of the members of the Commission.

Article IX – Amendments

Section 1: Notice of proposed amendments to the Bylaws shall be posted two weeks before the next regular meeting.

Section 2. A majority of the Commissioners shall approve changes to the Bylaws.

Article X – Remuneration

Section 1: No member of the Commission shall receive a salary except as fixed by the Council.

Section 2: The Secretary shall receive a salary fixed by the Commission.

Article XI – Dissolution

The process for dissolution, abolition of the Commission or utility transfer is described by Minnesota State Statutes.

GRPU Commissioner

GRPU Commissioner

POLICY HISTORY:

Adopted: October 11, 2006

Revised: December 13, 2023

Revised:



COMMISSION POLICY

Bylaws

| | | |
|--------------------------------|--|-------------------------------------|
| Category: Governance | Subcategory: Authority and Purpose | Policy Number: <u>G1a</u> |
|--------------------------------|--|-------------------------------------|

Background

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

By-Laws (revised December 13, 2023)

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

Article I – Name

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

Article II - Purpose Authority

The Water, Light, Power and Building Commission of Grand Rapids was created on March 30, 1910, by resolution adopted by the Village Council of Grand Rapids.

Pursuant to MN Statute, Section 412.331, adopted in 1949, any water, light, power and building commission then in existence was required to thereafter operate as a public utilities commission under MN Statutes, Sections 412.321 to 412.391. By resolution on November 9, 1949, the Water, Light, Power and Building Commission of Grand Rapids became the Grand Rapids Public Utilities Commission.

Grand Rapids Public Utilities Commission is a public utilities commission operating pursuant to subject to MN Statutes, Sections 412.321 to 412.391 and Grand Rapids Municipal Code Section 70.

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

Article III - Commission Membership

~~(1) Pursuant to Laws of Minnesota 2014, Chapter 224, and Grand Rapids Municipal Code Section 70-34, the Commission shall consist of five members~~ Section 1: Five (5) Commission Board members ("Commissioners") are appointed by the Grand Rapids City Council as follows:-

~~(3)~~ No more than one member may be chosen from the City Council membership, which membership shall terminate when that member ends ~~city~~ City council Council membership, at which time the vacancy created shall be filled for the balance of the unexpired term in the manner in which the original appointment was made.

~~(5)~~ (1) The City Council may set the term of the Commissioner who is a member of the City Council to coincide with that member's term of office as a member of the City Council.

~~(2) Each member Grand Rapids Public Utilities Commissioners will be appointed to a four-year term and shall serve for a term of three (3) years and until a successor is appointed, and qualified, except that appointments Should a member resign or be removed, a replacement shall succeed for the remainder of the designated term.~~

~~(6)~~ (3) Grand Rapids Public Utilities Commissioners shall be appointed by the City Council ~~shall be to~~ staggered terms so that the term for no more than two positions shall expire in any year.

Article IV – Commission Meetings

Section 1: — Regular Commission meetings shall ~~be~~ be on the fourth Wednesday of the month at 4:00 p.m. ~~and~~ Special meetings, work sessions, and/or emergency meetings may be called from time-to-time with notice according to law.

Section 2:— Three of the five Commissioners shall constitute a quorum.

Section 3:— Robert's Rules of Order shall govern.

Section 4:— All members of the ~~commission~~ Commission shall have equal voting rights.

Section 5:— All meetings shall be conducted in compliance with Minnesota open meeting laws.

Article V - Officers

-Section 1:- The Commission members shall annually choose a President from among its own members. The Commission members shall also appoint a Secretary for an indefinite term. The Secretary need not be a member of the Commission.

-Section 2:- The Commission members shall have the power to remove any officer chosen by the Commission who, in the opinion of the Commission, is not serving the best interests of the GRPUC.

Article VI – Powers and Duties of the Commission and Officers

Section 1:- The President shall act as the executive officer, convene meetings, and execute documents for the Commission.

Section 2:- The Commission shall exercise general supervision over the PUC manager.

Section 3: -The Commission member with the most seniority on the Commission shall act in place of the President during his/her absence.

Section 4: -The Secretary shall ensure that meetings are posted and minutes kept.

Section 5: The Commission shall ensure that proper financial records are kept and that the accounts are audited annually by an independent auditor.

Article VII – Conflict of Interest

Commissioners shall abide by the Ethics Policy of the Grand Rapids Public Utilities CommissionPUC.

Article VIII – Adoption

These BBy-Laws shall become effective upon the approval of a majority of the members of the Commission.

Article IX – Amendments

Section 1: Notice of proposed amendments to the ~~By-Laws~~Bylaws shall be posted two weeks before the next regular meeting.

Section 2. A majority of the Commissioners shall approve changes to the ~~By-Laws~~Bylaws.

Article X – Remuneration

Section 1: No member of the Commission shall receive a salary except as fixed by the Council.

Section 2: The Secretary shall receive a salary fixed by the Commission.

Article XI – Dissolution

The process for dissolution, abolition of the Commission or utility transfer is described by Minnesota State Statutes.

GRPU Commissioner

GRPU Commissioner

POLICY HISTORY:

Adopted: October 11, 2006

Revised: December 13, 2023

Revised:



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 31, 2026

AGENDA ITEM: Consider a motion to adopt Resolution 02-25-26-1 approving the 2026 GRPU Operating Plan and the 2026 Operations and Capital Budgets.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

This item was tabled from the February 25 Regular Meeting. At the March Work Session, the Commission reviewed the vendor's progress on the new budgeting software. Based on that progress, we are now able to present high-level budget reports for Commission consideration and approval.

Over the coming months, staff will continue refining the system and will provide more detailed financial reporting as it becomes available.

Attached are the final 2026 Operating Plan and the 2026 Operating and Capital Budgets for Grand Rapids Public Utilities.

RECOMMENDATION:

Adopt Resolution 02-25-26-1 approving the 2026 GRPU Operating Plan and the 2026 Operations and Capital Budgets.

GRAND RAPIDS PUBLIC UTILITIES COMMISSION

RESOLUTION NO. 02-25-26-01

APPROVE THE 2026 OPERATIONS AND CAPITAL BUDGETS

WHEREAS, the Grand Rapids Public Utilities (GRPU) per the adopted Budget and Financial Planning Policy 3.3.001 will review and approve a financial plan and budget that supports the strategic plan and provides credible projections of expenses and revenues, and

WHEREAS, per policy 3.3.001 each enterprise fund service activities will be self-supporting to the greatest extent possible for user charges/fees; and

WHEREAS, per policy 3.3.001 the financial and budget plan should include revenue requirements with proposed planned rate adjustments based on each utility cost of service/rate study; and

NOW, THEREFORE BE IT RESOLVED THAT the Grand Rapids Public Utilities Commission has reviewed and approves the 2026 GRPU operating plan and the operations and capital budgets as presented.

Adopted this 31st day of March, 2026.

President

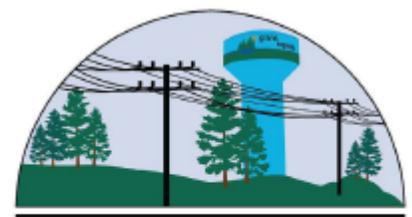
Witness:

Commissioner

FINAL DRAFT



OPERATING PLAN 2026



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

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ANNUAL PLANNING PROCESS

In 2023, the Grand Rapids Public Utilities Commission (GRPUC) developed a new strategic planning process. It is intended to serve as a roadmap for the future development and growth of utility services in our community.

To accomplish this going forward, a practical, realistic, and easily implemented process for breaking our long-range plan into clear, attainable goals is necessary. To that end:

- In the fall of each calendar year the Grand Rapids Public Utilities Commission will review and update the organization's Strategic Plan. Inherent in this process is a discussion of the most pressing matters to be addressed and the actions that are necessary to achieve GRPUC's organizational intent.
- Grand Rapids Public Utilities (GRPU) staff takes this Commission-directed information, aligns it with known and anticipated operational exigencies, and proposes a results-focused work plan and budget for the upcoming year. The suggested operational and budget plan is then reviewed, revised if necessary, and eventually approved by the Commission at its December meeting.
- Once this vote has occurred, staff performance plans, accountability metrics, and reporting mechanisms are put into place so that everything is ready for the start of the new fiscal year.

ASSUMPTIONS AND CRITICAL SUCCESS FACTORS

This plan assumes the following conditions:

- There will be no major technical or infrastructure failures, cyber or security breaches during the year.
- There will be no game-changing regulatory or legislative mandates that impact operations in the near term.
- The supply chain will be predictable and reliable.
- There is no significant change in staffing levels or skill sets.
- GRPU will not have to cope with significant natural disasters that cause lengthy outages or require unplanned infrastructure replacements.
- The status of the utility and its relationship with the City of Grand Rapids will be relatively unchanged.
- There will be no unanticipated impacts on large ratepayers and no significant changes (gain/loss) of the customer base.
- Agencies will review submitted plans in a timely manner.
- There are no major safety incidents resulting in injury and/or investigation.

The 2026 operating plan reflects a continued vision for elevating GRPU's excellence and relevance within the Grand Rapids community.

We consider the critical success indicators for our work in 2026 to be:

1. Ensuring a clear understanding of GRPU's financial capacity and effectively managing risks.
2. Sustaining and strengthening a positive employee culture.
3. Maintaining effective and efficient collaboration with stakeholders.
4. Protecting and enhancing the community's perception of GRPU as a dynamic and trusted essential public asset.
5. Securing GRPUC support for the projects outlined in this plan and for the staff responsible for implementing them.

In general, this plan identifies only the new or expanded activities to be undertaken in 2026. It does not restate most ongoing "business as usual" responsibilities or detail any activities that may be discontinued when such decisions fall within staff authority. Nor does it capture every operational task required to achieve the critical success indicators and supporting activities listed above. The intent of the plan is to highlight the specific initiatives and deliverables that will advance the GRPU Strategic Plan during the 2026 fiscal year, and to provide both GRPUC and staff with a shared understanding of what will be required to accomplish those goals.

STRATEGIC PILLARS¹

Uninterrupted, High Quality Utility Services (US)

GRPU recognizes that nothing else we do matters more to our customers than the delivery of reliable, affordable, and sustainable services. GRPU's Strategic Plan sets the following goals for the next five years related to uninterrupted, high quality utility services.

1. Complete the Water Treatment Plant (WTP) renovation project.
2. Update and refine our long-term infrastructure replacement plans.
3. Anticipate community growth and investigate service area expansions for each of the utilities.
4. Continue to complete our gradual undergrounding of the electrical system.
5. Improve our electric, water and wastewater utility reliability reporting tools.
6. Establish policies and develop contingency plans to manage risks associated with providing reliable utility services, such as safe drinking water, grid failures, or the inability of our single source of power to meet its obligations.

To reach these strategic objectives, GRPU will work toward the following operational outcomes for the calendar year 2026:

| Goal | Deliverable | Accountable Lead | Target Date |
|------------------|--|------------------|-------------|
| US-1, US-3, FM-8 | Finalize the engineering, bidding and funding for the Water Treatment Plant (WTP) renovation project. | Steve | Dec 10 |
| US-2, FM-2 | Refine the 5-year capital asset and infrastructure replacement plan. | Julie | May 27 |
| US-3, FM-3 | Complete the engineering for a project to increase the Tioga substation capacity. | Chad | Dec 17 |
| US-5 | Establish electric, water and wastewater reliability goals, assess current performance, and develop action plans to address any needed improvements. | Julie | Sep 9 |

¹ Note: when a goal pertains to more than one strategic pillar, it is shown under the primary pillar for ease in tracking.

Strategic and Sustainable Fiscal Management (FM)

GRPU aims to be proactive with its resources, recognizing that all decisions are made on behalf of past and future customers. GRPU's Strategic Plan sets the following goals for the next five years related to ensuring strategic and sustainable fiscal management to support ongoing operations and intergenerational equity.

1. Design and implement ERP reporting metrics, dashboards, and a multi-year financial forecast model to enhance financial transparency, improve forecasting accuracy, and

- support data-driven decision-making across the organization.
2. Update and refine our long-term infrastructure replacement plans.
 3. Anticipate community growth and investigate service area expansions for each of the utilities.
 4. Establish and maintain financial reserve and debt-management policies that provide sufficient operating stability and enable timely access to emergency funding for unplanned infrastructure needs.
 5. Update electric, water, and wastewater rate structures to account for the evolving operational needs and customer use patterns.
 6. Implement long-term cost-control strategies that moderate salary growth, align staffing with service demands, and maintain disciplined management of operating expenses.
 7. Finalize utility scenario planning and modernize customer agreements to proactively manage and reduce exposure to revenue volatility from large-customer loss.
 8. Expand efforts to secure competitive grants, leverage state and federal funding programs, and advocate for legislative actions that enhance the utility's financial stability.

To reach these strategic objectives, GRPU will work toward the following operational outcomes for the calendar year 2026:

| Goal | Deliverable | Accountable Lead | Target Date |
|------------|--|------------------|-------------|
| FM-1 | Design and implement ERP metrics, dashboards and reports to support data driven decision making | Taylor | Dec 17 |
| FM-4 | Finalize the financial reserve policy | Taylor | Oct 9 |
| FM-5 | Complete and implement electric, water and wastewater rates studies. | Julie | Sept 23 |
| FM-7, NE-1 | Assess current WWTP operations and develop the plan to optimize efficiency through improved technology and process enhancements. | Steve | Dec 31 |
| FM-6 | Successfully complete labor negotiations. | Julie | Dec 17 |

Engaging and Educating the Community (EC)

GRPU will strive to operate in a manner where communication is perceived to be relevant, effective, frequent, and respectful. To that end, GRPU's Strategic Plan sets the following goals for the next five years related to engaging and educating the community in matters related to utility services.

1. Continue to add to our customer education information highlighting shared water stewardship, the Conservation Improvement Program (CIP), utility operations, and city partnership roles.
2. Continue to update our customer communications plan featuring monthly campaigns, new and prospective customer information, key customer events, stakeholder meetings, outreach to local groups, features of the customer portal and ongoing website enhancements.
3. Conduct a customer engagement survey to gather feedback and guide improvements in service delivery and communication.
4. Increase digital engagement by transitioning a targeted percentage of customers to paperless billing to improve customer convenience and reduce utility costs.
5. Publish an annual report that clearly summarizes major projects, financial results, and organizational accomplishments.
6. Hold two joint Council–Commission meetings to strengthen alignment between the City of Grand Rapids and GRPU on collaborative initiatives.
7. Participate in community events such as Tall Timber Days, Safety Camp, and other local activities to increase visibility and strengthen community relationships.

To reach these strategic objectives, GRPU will work toward the following operational outcomes for calendar year 2026:

| Goal | Deliverable | Accountable Lead | Target Date |
|------------|--|------------------|-------------|
| EC-1, EC-2 | Develop and publish material on the shared-responsibility materials, the CIP program, and the SpryEngage portal. | Julie | Dec 17 |
| EC-4, FM-6 | Continue incentives for customers to enroll in paperless billing. | Julie | Nov 11 |
| EC-5, FM-1 | Publish a popular report summarizing 2025 projects and financials results. | Julie | June 24 |
| EC-6 | Hold two joint Council-Commission meetings. | Julie | Oct 31 |
| EC-7 | Participate in ItasCAP, GRACC Government Affairs, and Tall Timber Days. | Julie | Dec 31 |

Use and Stewardship of the Natural Environment (NE)

Our natural environment is one of the reasons people choose to live and work in Grand Rapids. It is a public good, and GRPU recognizes the important role the utility plays in ensuring these resources are unharmed. GRPU’s Strategic Plan sets the following goals for the next five years for ensuring responsible use and stewardship of natural resources.

1. Protect our community's public health and natural resources and maintain 100% compliance with all regulations.
2. Promote utility operations and projects that support key natural environment initiatives and programs.
3. Relocate the septic hauler station from the old wastewater treatment plant to the new facility to improve efficiency and environmental protection.
4. Continue regular televising of the wastewater collection (WWC) system to support proactive maintenance, reduce inflow and infiltration, and strengthen safeguards against environmental incidents.
5. Complete the WWTP landfill cover reconstruction and implement updated sludge demand agreements to ensure long-term environmental compliance and responsible operations.
6. Investigate the feasibility of a composting program to determine its environmental benefits and alignment with GRPU's long-term sustainability goals.

To reach these strategic objectives, GRPU will work toward the following operational outcomes for calendar year 2026:

| Goal | Deliverable | Accountable Lead | Target Date |
|------|---|------------------|-------------|
| NE-1 | Remain 100% compliant with all environmental regulations. | Julie | Dec 31 |
| NE-3 | Complete the engineering and bidding documents for the Septic Hauler Relocation Project. | Steve | Dec 17 |
| NE-4 | Assess and report on the long-term benefits and ROI of the revised sanitary sewer televising program. | Steve | Oct 30 |
| NE-5 | Complete the Landfill 1-4, Kettle D Cover Reconstruction Project. | Steve | Dec 1 |

Operational Excellence (OE)

Behind the scenes, people, activities, and systems support the more visible work of running an effective utility. We recognize the important role these things play in our success, and our intent is to strengthen them as we work toward our larger objectives. GRPU's Strategic Plan sets the following goals for the next five years with the aim of ensuring operational excellence and workforce development.

1. Update personnel policies to clearly communicate organizational culture, structure, training expectations, work-life balance practices, and employee recognition standards.
2. Improve efficiency through enhanced project management tools by strengthening tracking and reporting.
3. Implement an employee success-sharing program to recognize contributions and reinforce a performance-driven culture.

4. Finalize the electronic document retention conversion to modernize records management, improve accessibility, and support compliance.
5. Evaluate return on investment (ROI) for our various software platforms and align technology tools with organizational needs and long-term value.
6. Establish an employee safety metric to track performance, reinforce safe work practices, and drive continuous improvement in safety outcomes.
7. Define and engage in legislative activities by identifying priority issues and determining GRPU's appropriate role in advocacy and involvement.

To reach these strategic objectives, GRPU will work toward the following operational outcomes for calendar year 2026:

| Goal | Deliverable | Accountable Lead | Target Date |
|------------|--|------------------|-------------|
| OE-1 | Finalize personnel policy/employee handbook update. | Julie | Sept 23 |
| OE-2 | Complete the projects in the 2026 approved capital budget. | Julie | Dec 17 |
| OE-2, FM-1 | Continue to develop and utilize project management tools (Cityworks, Teams, ERP) for improved tracking and reporting. | Julie | Dec 31 |
| OE-4 | Complete the workflow for the Laserfiche Report Section and get documents uploaded | Julie | Dec 31 |
| OE-5 | Evaluate IS/IT resources to ensure long-term optimization and continued protection against cyber threats. | Mike | Dec 31 |
| OE-5, FM-6 | Evaluate and streamline existing software and technology platforms to align with organizational needs and long-term value. | Mike | Dec 31 |
| OE-6 | Develop and begin reporting on an employee safety metric. | Julie | Oct 14 |
| OE-7 | Engage in legislative activities at the local, state and federal level. | Julie | June 30 |

COMMUNICATION, REPORTING, AND ACCOUNTABILITY

Communication Plan

Inherent in the success of this operating plan is accurate and timely communication of information between the relevant stakeholders.

Reporting

The general manager will report on the status of each approved goal and deliverable in a document prepared for the GRPUC Commission meeting immediately following the conclusion of each quarter (April, July, and October, and January of the following year). Items requiring Commission action will be placed on the agenda.

Staff Accountability

A success sharing structure will be implemented in 2027 that incentivizes high performance and accountability from the staff to achieve the objectives in this plan. Each member of the staff will have individual performance plans listing key performance indicators (KPIs) that are tied to a plan rewarding both team performance and organizational attainment of the operational goals.

Commission Accountability

It is important to recognize that some of the goals and objectives in this plan will require assistance from GRPUC members, city staff, and others. The general manager and the GRPUC president will need to work closely with city staff and others to ensure goals are met. When goals are met, GRPU advances its mission and ratepayers are well served. That is the definition of success.

Grand Rapids Public Utilities Commission
2026 Operations Budget Summary

| | 604 - Electric Utility | 601 - Water Utility | 602 - Wastewater Utility | Total |
|---------------------------------|-----------------------------------|--------------------------------|-------------------------------------|---------------------|
| REVENUES: | | | | |
| TOTAL REVENUES | \$19,798,864 | \$2,866,948 | \$7,451,632 | \$30,117,444 |
| EXPENSES: | | | | |
| Power Supply - Purchased | \$13,503,000 | | | \$13,503,000 |
| Purification - Water Treatment | | \$1,219,636 | | \$1,219,636 |
| Distribution - Electric & Water | \$3,600,534 | \$649,742 | | \$4,250,276 |
| Sanitary Sewer - Collection | | | \$884,137 | \$884,137 |
| Sewage Treatment Plant | | | \$5,083,533 | \$5,083,533 |
| Transfers-In | \$1,741,335 | \$694,942 | \$457,861 | \$2,894,137 |
| TOTAL EXPENSES | \$18,844,869 | \$2,564,320 | \$6,425,531 | \$27,834,719 |
| NET INCOME | \$953,995 | \$302,628 | \$1,026,101 | \$2,282,725 |
| ADD: | | | | |
| Depreciation | 930,000 | 310,596 | 1,924,000 | 3,164,596 |
| NET OPERATING CASH FLOW | 1,883,995 | 613,224 | 2,950,101 | 5,447,321 |

| | Materials/ Inventory | Equipment Usage (only CP) | Labor Cost | Contractor | Total |
|--|-------------------------|---------------------------------|------------------|--------------------|--------------------|
| Electric Utility Projects | | | | | |
| ELCP5037 SOUTH SUB CONVERSION | \$86,500 | \$7,000 | \$35,602 | \$58,500 | \$187,602 |
| ELCP5038 TIOGA SUBSTATION EXPANSION | | | \$11,011 | \$960,614 | \$971,625 |
| ELCP5039 BUCKET TRUCK REPLACEMENT 63 BIG | | | \$8,847 | \$362,000 | \$370,847 |
| ELCP5043 12TH 14TH UNDERGROUND CONVERSION | \$239,288 | \$40,000 | \$95,368 | \$220,000 | \$594,656 |
| ELCP5047 POLE REPLACEMENT PLAN | \$10,000 | | \$17,473 | | \$27,473 |
| ELCP5051 29TH STREET SE LOOP | \$43,000 | \$5,200 | \$24,273 | \$56,000 | \$128,473 |
| ELCP5052 UTILITY TIE PROJECT PLANNING PHASE | | | \$13,593 | \$25,000 | \$38,593 |
| ELCP5053 MINI EX AND TRAILER | | | \$11,531 | \$101,000 | \$112,531 |
| ELCP5054 TRIP SAVER REPLACEMENT PLAN | \$20,000 | | \$9,941 | | \$29,941 |
| ELCP5055 CRYSTAL SPRINGS OH TO UG | \$59,000 | \$26,000 | \$71,562 | \$144,000 | \$300,562 |
| ELCP5056 UNIQUE OPPORTUNITIES APTS HERZOG | \$130,000 | | \$5,719 | | \$135,719 |
| ELCP5076 ISD318 ADMIN BUILDING REDEVELOPMENT | \$13,000 | | \$4,393 | \$9,500 | \$26,893 |
| Total | \$600,788 | \$78,200 | \$309,313 | \$1,936,614 | \$2,924,915 |

Water Utility Projects

| | | | | | |
|---|----------|--|----------|-----------|-----------|
| WRCP6050 WTP RENOVATION | | | \$84,049 | \$900,000 | \$984,049 |
| WRCP6052 AMI WATER NODES NEW REPLACEMENT PLAN | \$31,000 | | \$5,282 | | \$36,282 |
| WRCP6053 WATER METERS NEW REPLACEMENT PLAN | \$18,500 | | \$5,282 | | \$23,782 |
| WRCP6057 FIRE HYDRANT REPLACEMENT PLAN | \$18,500 | | \$5,372 | \$95,729 | \$119,601 |
| WRCP6063 WATER TOWER MIXERS | \$4,600 | | \$7,187 | \$67,779 | \$79,566 |
| WRCP6065 GENERATOR WELL 4 | \$9,000 | | \$5,225 | | \$14,225 |
| WRCP6067 HIGH SERVICE PUMP REBUILD | \$3,100 | | \$5,736 | \$52,970 | \$61,806 |

| | Materials/ Inventory | Equipment Usage (only CP) | Labor Cost | Contractor | Total |
|--|-------------------------|---------------------------------|------------------|--------------------|--------------------|
| WRCP6074 COHASSET WATER SEWER EXPANSION CTY 76 | | | \$3,153 | \$25,000 | \$28,153 |
| WRCP6076 ISD318 ADMIN BUILDING REDEVELOPMENT | | | \$3,153 | \$225,000 | \$228,153 |
| WRCP6077 BLOCK 19 IMPROVEMENTS | | | \$4,334 | | \$4,334 |
| Total | \$84,700 | \$0 | \$128,773 | \$1,366,478 | \$1,579,951 |

Wastewater Utility Projects

| | | | | | |
|--|----------------|------------|-----------------|------------------|------------------|
| SRCP7028 SEPTIC HAULER DUMP STATION | | | \$16,773 | \$55,000 | \$71,773 |
| SRCP7029 CATEGORY 1 PIPING REPAIRS | \$3,750 | | | \$342,412 | \$346,162 |
| SRCP7033 GENERATOR LS 1 | | | \$18,333 | | \$18,333 |
| SRCP7074 COHASSET WATER SEWER EXPANSION CTY 76 | | | \$4,316 | \$25,000 | \$29,316 |
| SRCP7075 LIFE 5 FATS OILS MIXER | | | \$4,617 | \$15,742 | \$20,359 |
| SRCP7076 ISD318 ADMIN BUILDING REDEVELOPMENT | | | \$1,838 | \$120,000 | \$121,838 |
| SRCP7077 BLOCK 19 IMPROVEMENTS | | | \$1,655 | | \$1,655 |
| Total | \$3,750 | \$0 | \$47,532 | \$558,154 | \$609,436 |

Screen House Projects

| | | | | | |
|---------------------------|----------------|-----------------|----------------|------------|-----------------|
| WTCP8200 SCREEN HOUSE VFD | \$2,000 | \$12,745 | \$6,152 | | \$20,897 |
| Total | \$2,000 | \$12,745 | \$6,152 | \$0 | \$20,897 |

Primary Plant Projects

| | | | | | |
|---|---------|--|----------|----------|----------|
| WTCP8300 2026 SLUDGE SCREW CONVEYOR | \$1,000 | | \$10,642 | \$37,419 | \$49,061 |
| WTCP8301 SUPEROXY SPARE PUMP | \$1,000 | | \$2,436 | \$91,775 | \$95,211 |
| WTCP8302 PRIMARY PLANT SPARE YARD SUMP PUMP | \$500 | | \$1,974 | \$78,175 | \$80,649 |

| | Materials/ Inventory | Equipment Usage (only CP) | Labor Cost | Contractor | Total |
|---|-------------------------|---------------------------------|-----------------|------------------|------------------|
| WTCP8303 DUMP TRUCK REPLACEMENT | | | \$3,057 | \$255,840 | \$258,897 |
| WTCP8304 SLUDGE BLEND TANK IMPROVEMENTS | \$15,000 | | \$49,533 | \$177,482 | \$242,015 |
| Total | \$17,500 | \$0 | \$67,642 | \$640,691 | \$725,833 |

Sludge Disposal Projects

| | | | | | |
|--|----------------|------------|-----------------|--------------------|--------------------|
| WTCP8505 LANDFILL COVER WORK PHASES 1 4 KETTLE D | | | \$17,930 | \$2,804,548 | \$2,822,478 |
| WTCP8510 LANDFILL LOADOUT 2 PLC UPGRADE | \$2,000 | | \$2,620 | \$31,757 | \$36,377 |
| Total | \$2,000 | \$0 | \$20,550 | \$2,836,305 | \$2,858,855 |

Secondary Plant Projects

| | | | | | |
|--|----------------|------------|-----------------|------------------|------------------|
| WTCP8700 AERATION BASIN MIXERS DO PROBES | \$4,250 | | \$22,531 | \$166,394 | \$193,175 |
| WTCP8701 LAB CHLORINE ANALYZER | | | \$1,246 | \$7,800 | \$9,046 |
| Total | \$4,250 | \$0 | \$23,777 | \$174,194 | \$202,221 |

Administration HR Projects

| | | | | | |
|--------------------------------------|------------|------------|-----------------|------------------|------------------|
| ADCP4137 ROOF REPLACEMENT | | | \$10,552 | \$650,000 | \$660,552 |
| ADCP4138 HEATED SIDEWALK REPLACEMENT | | | \$7,228 | | \$7,228 |
| Total | \$0 | \$0 | \$17,780 | \$650,000 | \$667,780 |

| | | | | | |
|---|------------------|-----------------|------------------|--------------------|--------------------|
| Grand Rapids Public Utilities Total Capital Projects | \$714,988 | \$90,945 | \$621,519 | \$8,162,436 | \$9,589,888 |
|---|------------------|-----------------|------------------|--------------------|--------------------|



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 31, 2026

AGENDA ITEM: Consider a motion to adopt Resolution Number 03-31-26-03 approving the revisions to the Procurement policy.

PREPARED BY: Taylor Bird, Finance Manager

BACKGROUND:

The procurement policy was originally adopted in 2021 and then revised in 2025, to align with the implementation of the new ERP software. At that time July 1, 2025, updates were made to enhance efficiency by introducing Master Service Agreements (MSAs) with subsequent Statements of Work (SOWs), as well as adjusting purchase categories and thresholds to better reflect organizational needs.

MSAs were established to streamline vendor engagements through pre-negotiated terms, reducing administrative burden and improving cost efficiency. Subsequent SOWs define the specific scope, deliverables, and timelines for each engagement, allowing for flexibility while maintaining procurement compliance. Additionally, purchase categories were updated, including increasing the Micro purchase threshold to \$2,500, introducing a new Mini purchase category (\$2,500–\$15,000), and adjusting the Small purchase range to \$15,000–\$25,000. These changes provided clearer spending guidelines and improved operational efficiency.

The suggested revisions at this time are limited in scope and focus specifically on clarifying purchase order (PO) requirements across procurement thresholds. The revisions distinguish between goods and services, establish when a PO is required versus when a contract is sufficient, and reinforce approval requirements at each purchasing level. The suggested language improves internal controls, aligns procurement practices with operational workflows in the ERP system, and strengthens audit clarity without changing procurement thresholds or overall purchasing authority.

RECOMMENDATION:

Adopt Resolution Number 03-31-26-03 approving the revisions to the Procurement policy.

GRAND RAPIDS PUBLIC UTILITIES COMMISSION

RESOLUTION NO. 03-31-26-03

ADOPT REVISED PROCUREMENT POLICY

WHEREAS, the Grand Rapids Public Utilities Commission (GRPUC) has the ability per state statute (Minn. Stat. 412.271) to delegate authority for paying certain claims made against the public utilities,

WHEREAS, GRPUC adopted Procurement Policy #G.030 per resolution no. 06-15-21-4 on June 15, 2021, and

WHEREAS, the General Manager shall have internal accounting and administrative control procedures to ensure the proper disbursement of funds to purchase operating and capital goods and services for the public utilities.

NOW, THEREFORE, BE IT RESOLVED THAT the Grand Rapids Public Utilities Commission has reviewed and adopts the revised Procurement Policy #G.030 which delegates authority to the General Manager to purchase operating and capital goods and services for the public utilities, within the parameters listed in the Procurement Policy, and this revised Procurement Policy will take effect on April 1, 2026.

THEREFORE, BE IT RESOLVED THAT the Grand Rapids Public Utilities Commission rescinds any and all previous procurement resolutions and policies.

Adopted this 31st day of March, 2026.

GRPUC President

Witness:

GRPUC Commissioner

| | |
|--|---|
|  <p>GRAND RAPIDS PUBLIC UTILITIES <i>Service is Our Nature</i></p> | <h1 style="margin: 0;">COMMISSION POLICY</h1> <h2 style="margin: 0;">Procurement</h2> |
|--|---|

| | | |
|--------------------------------|---|--------------------------------|
| Category: Governance | Subcategory: Delegation to Management | Policy Number: G.030 |
|--------------------------------|---|--------------------------------|

1.0 - Introduction

1.1. MINNESOTA PUBLIC PURPOSE DOCTRINE

Minnesota law permits a governmental entity to expend public funds only when the primary purpose of the expenditure is public and the expenditure relates to the governmental purposes for which the entity was created. There must also be statutory authority allowing for the expenditure of such funds and there must be a benefit to the community. Proper documentation must be maintained to establish that all expenditures serve a public purpose.

1.2. AUTHORIZATION TO PURCHASE

The Grand Rapids Public Utilities Commission (GRPUC) has delegated its authority to the Grand Rapids Public Utilities (GRPU) General Manager (GM) to make usual and customary purchases of goods and services for GRPU operations and capital projects as approved in the annual GRPU operations and capital budgets. There shall be internal and administrative control procedures to ensure the proper disbursement of funds. The GRPUC also authorizes the GRPU GM to enter into contracts and sign on behalf of the GRPUC as outlined in this policy.

1.3 OBJECTIVES

This policy has the following objectives:

1.3.1 Ensure that all purchases comply with applicable laws, in particular the Uniform Municipal Contracting Law, Minnesota State Statute Section 471.345.

1.3.2 Comply with Minnesota Public Purpose Doctrine.

1.3.3 Make the best possible use of rate-payer dollars by purchasing goods and services economically and promoting fair and open competition.

1.3.4 Provide clear and consistent guidelines for the GRPU employees to follow in making purchasing decisions without eliminating needed internal controls.

1.3.5 Is administratively consistent with other GRPU policies and procedures.

1.3.6 Maximizes the use of joint purchasing/cooperative purchasing agreements and disadvantaged business whenever possible.

- 1.3.7 *If a vendor has an approved master service agreement, then only the statement of work document needs to be ratified by the Commission if under \$25,000 and approved by the Commission if \$25,000 and greater.*

2.0 – Policy

The GRPU GM shall establish internal procedures to ensure that the goods and services required by the GRPU are obtained in compliance with all legal requirements for public purpose expenditures while promoting fair and open competition to ensure public confidence in the procurement process, ensure fair and equitable treatment of vendors who transact business with the GRPU, and provide safeguards for the maintenance of a procurement system of quality and integrity.

The internal accounting and administrative procedures necessary to ensure proper disbursement of funds shall designate specific delegated procurement authorities for selected GRPU managers and employees, by position title, based on type of procurement, dollar value, or other appropriate criteria.

Additionally, the procedures shall provide for complete and accurate records of all procurement demonstrating compliance with applicable legal and regulatory requirements, this Commission policy, and established management procedures.

Goods or services required that were not budgeted must be approved by the GRPU GM and depending on dollar amount and the rationale behind the non-budgeted good or service, also may require approval by the GRPUC.

The GRPU GM is responsible for informing the GRPUC, as soon as practical after discovery, of any material violations of this policy, Minnesota law, or the conditions of a Commission contract approval.

2.1 PROCUREMENT

The GRPU will use the following processes for procurement of all goods and services. Additionally, local purchases are encouraged.

2.1.1 Micro Purchases

Procurements valued under \$2,500 will be considered Micro Purchases and may be made in the open market. Local purchases are encouraged.

Purchase orders are not required. Purchases may be made via P-Card, phone, or email. No GRPUC prior approval required for purchases.

2.1.2 Mini Purchases

Procurements valued between \$2,500 and \$15,000 will be considered Mini Purchases and two competitive written quotations are required unless an exception is granted by the General Manager. A purchase order is required unless an executed contract is in place. If a contract is used, a short-form contract (Form A) is sufficient.

2.1.3 Small Purchases

Procurements valued between \$15,000 and \$25,000 will be considered Small Purchases and shall be purchased by a minimum of two competitive written quotes. The GM may approve exceptions to this procedure for purchases in the open market under \$25,000. GM approval is required for solicitation of quotes of unbudgeted goods or services. Local purchases are encouraged.

A purchase order is required unless an executed contract is in place. Purchase orders must be approved by management prior to issuance. If a contract is used, a short-form contract (Form B) with Certificate of Insurance (COI) submission is required. The GM is authorized to sign all contracts up to \$25,000 and change orders on behalf of GRPUC and present the contract(s) and change orders for ratification at the next GRPUC meeting. No GRPUC prior approval required for purchases. Single source vendors can use vendor contract or GRPU standard short-form contract.

2.1.4 Mid-Range Purchases

Procurements valued above \$25,000 and below \$175,000 (the competitive- bidding threshold), either singly or in aggregate, will be considered Mid-Range Purchases and shall be purchased either by a minimum of two competitive written quotes or the competitive-bidding process. Prior GM approval is required to solicit all quotes. If not in the approved budget then GRPUC approval is required to solicit quotes. Responses to the competitive-bidding or competitive quotes must be in writing.

A purchase order is required for goods, a purchase order is not required for services when a contract is in place. All purchase orders require manager and General Manager (GM) approval. Procurements in this category require a long-form contract. Once selected, services and some supplies, materials equipment, rental, construction, or repairs and maintenance require a standard long-form contract. The GRPUC will approve the contract. Change order(s) will be required and approved by the GM and ratified by the GRPUC.

2.1.5 Major Purchases

Procurements valued at \$175,000 and greater shall be considered Major Purchases and shall be purchased through the competitive bidding process by publicly soliciting bids or proposals in accordance with GRPU procurement procedures and as required by Minnesota Statutes 471.345. GRPUC approval is required to solicit bids. Procurements will not be split to avoid this policy.

A purchase order is required for goods, a purchase order is not required for services when a contract is in place. All purchase orders require manager and GM approval. Procurements in this category require a long-form contract or standard EJCDC construction contract. GRPUC will approve contracts. Change order(s) will be required and approved by the GM and ratified by the GRPUC.

2.2 GRANTS

For purchases made using grant funded dollars/programs, additional procedures outlined in the Grant Funds policy must be followed.

2.3 PAYMENT

Payment details for all goods and services will be placed on the verified claims list and presented to the GRPUC for review and approval or ratification.

GRPU Commissioner

GRPU Commissioner

POLICY HISTORY:

Adopted: June 15, 2021

Revised: February 26, 2025

Revised:

DRAFT

| | |
|---|---|
|  | <h1 style="margin: 0;">COMMISSION POLICY</h1> <h2 style="margin: 0;">Procurement</h2> |
|---|---|

| | | |
|--|---|--|
| <p>Category: Governance</p> | <p>Subcategory: Delegation to Management</p> | <p>Policy Number: G.030</p> |
|--|---|--|

1.0 - Introduction

1.1. MINNESOTA PUBLIC PURPOSE DOCTRINE

Minnesota law permits a governmental entity to expend public funds only when the primary purpose of the expenditure is public and the expenditure relates to the governmental purposes for which the entity was created. There must also be statutory authority allowing for the expenditure of such funds and there must be a benefit to the community. Proper documentation must be maintained to establish that all expenditures serve a public purpose.

1.2. AUTHORIZATION TO PURCHASE

The Grand Rapids Public Utilities Commission (GRPUC) has delegated its authority to the Grand Rapids Public Utilities (GRPU) General Manager (GM) to make usual and customary purchases of goods and services for GRPU operations and capital projects as approved in the annual GRPU operations and capital budgets. There shall be internal and administrative control procedures to ensure the proper ~~disbursements~~disbursement of funds. The GRPUC also authorizes the GRPU GM to enter into contracts and sign on behalf of the GRPUC as outlined in this policy.

1.3 OBJECTIVES

This policy has the following objectives:

1.3.1 Ensure that all purchases comply with applicable laws, in particular the Uniform Municipal Contracting Law, Minnesota State Statute Section 471.345.

1.3.2 Comply with Minnesota Public Purpose Doctrine.

1.3.3 Make the best possible use of rate-payer dollars by purchasing goods and services economically and promoting fair and open competition.

1.3.4 Provide clear and consistent guidelines for the GRPU employees to follow in making purchasing decisions without eliminating needed internal controls.

1.3.5 Is administratively consistent with other GRPU policies and procedures.

1.3.6 Maximizes the use of joint purchasing/cooperative purchasing agreements and disadvantaged business whenever possible.

- 1.3.7 *If a vendor has an approved master service agreement, then only the statement of work document needs to be ratified by the Commission if under \$25,000 and approved by the Commission if \$25,000 and greater.*

2.0 – Policy

The GRPU GM shall establish internal procedures to ensure that the goods and services required by the GRPU are obtained in compliance with all legal requirements for public purpose expenditures while promoting fair and open competition to ensure public confidence in the procurement process, ensure fair and equitable treatment of vendors who transact business with the GRPU, and provide safeguards for the maintenance of a procurement system of quality and integrity.

The internal accounting and administrative procedures necessary to ensure proper disbursement of funds shall designate specific delegated procurement authorities for selected GRPU managers and employees, by position title, based on type of procurement, dollar value, or other appropriate criteria.

Additionally, the procedures shall provide for complete and accurate records of all procurement demonstrating compliance with applicable legal and regulatory requirements, this Commission policy, and established management procedures.

Goods or services required that were not budgeted must be approved by the GRPU GM and depending on dollar amount and the rationale behind the non-budgeted good or service, also may require approval by the GRPUC.

The GRPU GM is responsible for informing the GRPUC, as soon as practical after discovery, of any material violations of this policy, Minnesota law, or the conditions of a Commission contract approval.

2.1 PROCUREMENT

The GRPU will use the following processes for procurement of all goods and services. Additionally, local purchases are encouraged.

2.1.1 Micro Purchases

Procurements valued under \$-2,500 will be considered Micro Purchases and may be made in the open market. Local purchases are encouraged.

Purchase orders are not required. Purchases may be made via P-Card, phone, or email.

~~Purchase orders are recommended.~~ No GRPUC prior approval required for purchases.

2.1.2 Mini Purchases

Procurements valued between \$2,500 and \$15,000 will be considered Mini Purchases

and two competitive written quotations are required unless an exception is granted the General Manager. A purchase order is required unless an executed contract is in place. If a contract is used, a short-form contract (Form A) is sufficient. Additionally, local purchases are encouraged. ~~A purchase order is mandatory and serves as the legal purchasing document. Additionally, local purchases are encouraged~~

2.1.3 Small Purchases

Procurements valued between \$15,000 and \$25,000 will be considered Small Purchases and shall be purchased by a minimum of two competitive written quotes. The GM may approve exceptions to this procedure for purchases in the open market under \$25,000. GM approval is required for solicitation of quotes of unbudgeted goods or services. Local purchases are encouraged.

A purchase order is required unless an executed contract is in place. Purchase orders must be approved by management prior to issuance. If a contract is used, a short-form contract (Form B) with Certificate of Insurance (COI) submission is required. The GM is authorized to sign all contracts up to \$25,000 and change orders on behalf of GRPUC and present the contract(s) and change orders for ratification at the next GRPUC meeting. No GRPUC prior approval required for purchases. Single source vendors can use vendor contract or GRPU standard short-form contract.

~~Purchase orders are required. Once selected, services require a standard short-form contract. The GM is authorized to sign all contracts up to \$25,000 and change orders on behalf of GRPUC and present the contract(s) and change orders for ratification at the next GRPUC meeting. No GRPUC prior approval required for purchases. Single source vendor can use vendor contract or GRPU standard short-form contract.~~

2.1.4 Mid-Range Purchases

Procurements valued above \$25,000 and below \$175,000 (the competitive- bidding threshold), either singly or in aggregate, will be considered Mid-Range Purchases and shall be purchased either by a minimum of two competitive written quotes or the competitive-bidding process. Prior GM approval is required to solicit all quotes. If not in the approved budget then GRPUC approval is required to solicit quotes. Responses to the competitive-bidding or competitive quotes must be in writing.

A purchase order is required for goods, a purchase order is not required for services when a contract is in place. All purchase orders require manager and General Manager (GM) approval. Procurements in this category require a long-form contract. Once selected, services and some supplies, materials equipment, rental, construction, or repairs and maintenance require a standard long-form contract. The GRPUC will approve the contract. Change order(s) will be required and approved by the GM and ratified by the GRPUC. ~~Purchase order are required. Once selected, services and some supplies, materials equipment, rental, construction, or repairs and maintenance require a standard long form contract. The GRPUC will approve the contract. Change order(s) will be required and approved by the GM and ratified by the GRPUC.~~

2.1.5 Major Purchases

Procurements valued at \$175,000 and greater shall be considered Major Purchases and shall be purchased through the competitive bidding process by publicly soliciting bids or proposals in accordance with GRPU procurement procedures and as required

by Minnesota Statutes 471.345. GRPUC approval is required to solicit bids. Procurements will not be split to avoid this policy.

Item 15.

~~A purchase order is required for goods, a purchase order is not required for services when a contract is in place. All purchase orders require manager and GM approval. Procurements in this category require a long-form contract or standard EJCDC construction contract. GRPUC will approve contracts. Change order(s) will be required and approved by the GM and ratified by the GRPUC. Purchase orders are required. Once a bid is awarded, a contract is required. GRPUC will approve contracts. Change order(s) will be required and approved by the GM and ratified by the GRPUC.~~

2.2 GRANTS

For purchases made using grant funded dollars/programs, additional procedures outlined in the Grant Funds policy must be followed.

2.3 PAYMENT

Payment details for all goods and services will be placed on the verified claims list and presented to the GRPUC for review and approval or ratification.

GRPUC Commissioner

GRPUC Commissioner

POLICY HISTORY:

Adopted: June 15, 2021

Revised: February 26, 2025

Revised:



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 31, 2026

AGENDA ITEM: Consider a motion to adopt the Resolution 03-31-26-04 removing Jean Lane as an authorized representative of the 4M Fund investment account and adding Taylor Bird as an authorized representative.

PREPARED BY: Taylor Bird, Finance Manager

BACKGROUND:

The Grand Rapids Public Utilities Commission (GRPUC) previously established Resolution No. 09-15-21-09 on September 15, 2021, authorizing membership in the League of Minnesota Cities 4M Fund and designating authorized officials to act on behalf of GRPUC.

As part of that resolution, Julie Kennedy, General Manager, and Jean Lane, Business Services Manager, were designated as Authorized Officials with the authority to invest funds and withdraw funds from time to time in accordance with the 4M Fund Declaration of Trust.

Jean Lane retired in February 2026, necessitating an update to the authorized officials on the 4M Fund account.

To maintain proper internal controls and continuity of operations, it is recommended that Jean Lane be removed as an Authorized Official and that Taylor Bird, Finance Manager / Business Services Manager, be added as an Authorized Official.

Taylor Bird has contacted the 4M Fund and obtained the required documentation to complete this update. Upon approval of this resolution, Jean Lane will be removed, and Taylor Bird will be added as an Authorized Official in accordance with 4M Fund procedures and the Declaration of Trust.

RECOMMENDATION:

Adopt the Resolution 03-31-26-04 removing Jean Lane as an authorized representative of the 4M Fund investment account and adding Taylor Bird as an authorized representative.

GRAND RAPIDS PUBLIC UTILITIES COMMISSION

RESOLUTION NO. 03-31-26-04

4M Fund Investment Account Authorized Representatives
Removing Jean M. Lane and Adding Taylor L. Bird

WHEREAS, the Grand Rapids Public Utilities Commission (GRPUC) adopted Resolution No. 09-15-21-09 on September 15, 2021, authorizing membership in the League of Minnesota Cities 4M Fund and designated officials to act on behalf of GRPUC, and

WHEREAS, as part of the resolution, Julie Kennedy, General Manager, and Jean Lane, Business Services Manager, were designated as Authorized Officials with the authority to invest funds and withdraw funds from time to time in accordance with the 4M Fund Declaration of Trust documents, and

WHEREAS, Jean M. Lane retired February 28, 2026, and Taylor L. Bird was hired September 29, 2025, as the GRPU Finance Manager, and

WHEREAS, to maintain proper internal controls and continuity of operations,

NOW, THEREFORE BE IT RESOLVED THAT the Grand Rapids Public Utilities Commission approve removal of Jean M. Lane as an Authorized Official and addition of Taylor L. Bird as Authorized Official for the League of Minnesota Cities 4M Fund effective March 1, 2026.

Adopted this 31st day of March 2026.

GRPUC President

Witness:

GRPUC



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 31, 2026

AGENDA ITEM: Consider a motion to approve the procurement contract with Rob's Bobcat Service Inc. for vegetation control and restoration services for the 2026 calendar year and authorize the General Manager to sign the contract, for an amount not to exceed \$75,000.

PREPARED BY: Chad M. Troumbly, Electric Department Manager

BACKGROUND:

This procurement contract is to be used for minor tree trimming maintenance projects for the calendar year of 2026. Work under this contract includes tree removal, tree trimming, and right-of-way clearing for both Grand Rapids Public Utilities and their customers. The contractor has specialized equipment to safely and efficiently remove vegetation. A portion of the Overhead Tree Trimming budget covers this time and material contract.

This contract will not exceed \$75,000.

RECOMMENDATION:

Consider a motion to approve the procurement contract with Rob's Bobcat Service Inc. for vegetation control and restoration services for the 2026 calendar year and authorize the General Manager to sign the contract, for an amount not to exceed \$75,000.

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 Rob’s Bobcat Service Inc., located at 11197 Hill Road, Hill City, MN 55748 (“**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 March 31, 2026. 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 December 31, 2026 or upon the completion of a project if started in December 2026.
 - 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.
 - 1.6 If the Contractor is not available to perform the necessary work within three weeks of request by the GRPU then the GRPU can contract with another contractor to perform necessary work without any financial obligations to Contractor listed above.

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**”):

The Contractor shall provide labor and equipment for Vegetation Control and Restoration within the GRPUC’s service territory including tree removal, tree trimming, and right-of-way clearing according the schedule of prices in Exhibit A.

The Contractor shall furnish services and products based on the agreed project written specifications as provided by the Electric Department Manager or their authorized representative.

These services and products may vary depending on the project specifications during the contract period.

This contract is based on time and materials which have been competitively quoted and awarded to the lowest responsible bidder, above identified Contractor.

Exhibit A is the Contractor quoted and accepted services and product pricing through the contract term.

Exhibit B are vegetation control specifications to which the contractor shall perform all vegetation control in accordance with.

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.

2.5 Contractor shall erect, mark and maintain suitable barricades to protect and maintain public safety. Barricades, warning signs and other safety devices shall meet the requirements of OSHA, Minnesota Department of Highways and Public Transportation and City of Grand Rapids requirements. No work will commence until the Contractor has secured approval for the agency responsible for the right-of-way in which construction is proposed.

2.6 Damage done to existing utility lines, services, poles and other structure shall be replaced or repaired by GRPUC at Contractor expense. The Contractor shall locate underground utilities and shall excavate and expose all existing underground utilities in advance of any excavation.

2.7 Contractor shall upon completion of the project remove all debris, rubbish, etc. and leave the premises in a neat and orderly condition.

2.8 Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Act and alone be responsible for the safety, efficiency, and adequacy of the Contractor employees, plant, equipment, vehicles, etc. and methods and be responsible for any damage which may result from Contractor failure or improper construction, maintenance, or operations.

3. Consideration and Payment

3.1 A single vegetation control and restoration project is limited to \$60,000.00 or less.

3.2 Consideration. Contractor will be paid on a time and material pricing using the attached Exhibit as per written project specifications.

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

3.4 This time and material priced contract does not guarantee the Contractor a minimum amount of work or revenue.

4. Authorized Representative

GRPUC’s Authorized Representative is Chad Troumbly, Electric Department Manager at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744 and the following telephone number: 218.326.7182 or his/her successor or delegate, and has the responsibility to monitor the Contractor’s performance.

Contractor’s Authorized Representative is Rob Benes, Chief Executive Officer at the following business address: 11197 Hill Road, Hill City, MN 55748, and the following telephone number: 218-326-9072, 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. Minimum insurance coverage requirements: Commercial General Liability Insurance \$1,500,000 per occurrence and \$1,500,000 annual aggregate; Commercial Automobile Liability Insurance \$1,500,000 per occurrence combined single limit for bodily injury and property damage and include owned, hired, and non-owned automobile; and Workers' Compensation Insurance as required under State of Minnesota laws. Contractor can use umbrella coverage to get to the minimum limit amount of \$1,500,000.
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.
9. Exhibits
Exhibit A – Time and material services and product pricing.
Exhibit B – Vegetation Control Specifications for Electrical Distribution Line Right of Ways

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

Rob's Bobcat Service Inc.

Grand Rapids Public Utilities Commission

By: Jena Benes

By: _____

Print Name: Jena Benes

Print Name: Julie A. Kennedy

Title: Office Manager

Title: General Manager

Date: 3/19/26

Date: _____

EXHIBIT A
TIME AND MATERIAL
SERVICES AND PRODUCT PRICING

| Item | Description | Unit cost | Units |
|-------------|---|------------------|----------------|
| 1 | Bucket truck with operator – 80 foot bucket | 154.00 | per hour |
| 2 | Bucket truck with operator – 55 foot bucket | 154.00 | per hour |
| 3 | Disposal: grapple truck with operator | 143.00 | per hour |
| 4 | Skid steer with operator | 140.00 | per hour |
| 5 | Excavator with operator | 200.00 | per hour |
| 6 | Labor: supervisor/foreman | 88.00 | per hour |
| 7 | Labor: general laborer | 68.00 | per hour |
| 8 | Restoration - gravel | 18.00 | per cubic yard |
| 9 | Restoration - grass | 45.00 | per cubic yard |
| 10 | Dump Truck – quad axle | 130.00 | per hour |
| 11 | Dump Truck – Tandem axle | 110.00 | per hour |



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 31, 2026

AGENDA ITEM: Consider a motion to approve the procurement contract with Electric Pump LLC for the purchase of two Flygt Pumps for \$167,671 and authorize the General Manager to sign the contract.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for two budgeted Water Wastewater Capital Projects.

\$77,544 of the total is for the Primary Plant Yard Sump Pump project with a budget of \$81,375. \$0 has been spent to date.

\$90,127 of the total is for the Super Oxy Pump project with a budget of \$95,550. \$0 has been spent to date.

The GRPUC Procurement Policy was followed.

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

RECOMMENDATION:

Approve a motion to approve the procurement contract with Electric Pump LLC for the purchase of two Flygt Pumps for \$167,671 and authorize the General Manager to sign the contract.

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 Electric pump LLC, located at 201 4th Ave SW, 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 a new flygt pump replacement for the yard sump and another flygt pump for the Oxygen Plant as a spare (“**Solicitation**”);

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

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

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

1.1 Effective date. The effective date of this Contract is March 3rd 2026. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work.

1.2 Expiration date. The expiration date of this Contract is December 31st 2026, or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first.

2. Contractor’s Duties

2.1 The Contractor shall: Provide a spare Flygt NT456 pump for the yard sump at the waste water plant and another Flygt NT640 pump spare for the oxygen plant.

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

2.2 GRPUC may make changes to the general scope of Goods and Services (including but not limited to, suspension of performance, changes in time of performance, schedule, quantities, or specifications) by written notice, or by oral notice subsequently confirmed

by GRPUC in writing within ten (10) days thereafter, to Contractor. If such changes affect the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. Contractor shall proceed with providing the Goods and Services as so changed, notwithstanding any dispute regarding such equitable adjustment. Any claim of such adjustment must be submitted to GRPUC in writing within thirty (30) days from the date the change is ordered, and Contractor shall not be entitled to any adjustment unless such written claim is so submitted.

- 2.3 GRPUC may from time to time, require additional Services or Goods from Contractor. Such additional Services or Goods, including the amount of compensation for such additional Services or Goods, mutually agreed upon by and between GRPUC and Contractor, shall be effective when incorporated by written amendment to this Contract. Additional Services or Goods shall not begin until the amendment is executed. Thereafter, such additional Services or Goods shall be subject to the terms of this Contract.
- 2.4 Contractor agrees that all Goods and Services shall be provided in accordance with all applicable laws, rules, regulations, ordinances, codes, and orders of all federal, state, and local governmental authorities, agencies, departments, or bureaus having jurisdiction and which affect the Goods or Services hereunder ("**Legal Requirements**") without extra charge or expense. Contractor will be responsible for a violation of any such Legal Requirements arising out of the provision of Goods or Services by Contractor and will indemnify, defend, and hold harmless GRPUC from and against any fine or expense, including reasonable attorneys' fees and disbursements, resulting to it by reason of any such violation by Contractor.
- 2.5 The Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor's profession currently working under similar conditions. All Goods and Services not conforming to this standard will be considered defective and Contractor shall, at no cost to GRPUC, promptly and satisfactorily correct all such defective Goods and Services. All Services shall be performed and all Goods shall be produced and delivered to the satisfaction of GRPUC, and in accordance with the Legal Requirements. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of the Legal Requirements.
- 2.6 Contractor shall ensure that all persons who perform the Services or produce or deliver the Goods shall be professionally competent and properly qualified. If so requested by GRPUC, Contractor shall remove any person GRPUC deems incompetent, careless, or otherwise objectionable. At all times Contractor will be responsible for the acts, omissions, work, materials, and equipment of its employees, subcontractors, and agents and any other person, directly or indirectly, employed by any of them.
- 2.7 Contractor shall cooperate fully with GRPUC, other GRPUC contractors, municipalities, local government officials, public utility companies, and others as may be directed by GRPUC. This shall include attendance at meetings, discussions, and hearings as may be requested by GRPUC, furnishing data as may be requested from time to time by GRPUC to effect such cooperation, and compliance with all directives issued by GRPUC.

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

3. Representations and Warranties

- 3.1 GRPUC is authorized to enter into this Contract.
- 3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of GRPUC.
- 3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.
- 3.4 Contractor warrants that at the time GRPUC accepts the Goods: (A) Contractor has good title to the Goods, free and clear of Encumbrances, and (B) the Goods are in good condition and are adequate for the uses to which they are being put, and none of such Goods are in need of maintenance or repairs.]

4. Time

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

5. Consideration and Payment

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

5.1.1 Compensation. The Contractor will be paid One Hundred and Sixty-Four Thousand Six Hundred and Seventy-One Dollars (\$164,671.00) plus a not to exceed amount of \$3,000 dollars for shipping and handling in accordance with **Exhibit D**.

5.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed One Hundred and Sixty-Seven Thousand Six Hundred and Seventy-One Dollars (\$167,671.00).

5.2 Payment.

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

6. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4th Street, 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 Adam Thoreson at the following business address: 201 4th Ave SW, New Prague, MN 56071, and the following telephone number: 952-758-6600, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

7. Exhibits

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

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

[The Signature Page Follows]

Adam Thoreson (ELECTRIC PUMP, LLC)

Grand Rapids Public Utilities Commission

By: 

By: _____

Print Name: TAYLOR MUSSELMAN

Print Name: Julie A. Kennedy

Title: VP

Title: General Manager

Date: 3-4-2026

Date: _____

Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

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

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

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

2. Termination.

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

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

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

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

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

3. Force Majeure.

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

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

4. Confidentiality.

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

5. Indemnification.

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

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

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

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

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

6. Subcontracting and Subcontractor Payment.

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

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

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

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

7. Government Data Practices.

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

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

8. Copyright.

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

9. GRPUC Audits.

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

10. Publicity and Endorsement.

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

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

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

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

12. Equal Employment, Nondiscrimination, and Affirmative Action.

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

13. General / Miscellaneous.

13.1 Observance of GRPUC Policies. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe the working rules, policies, and procedures of GRPUC, including, but not limited to, its respectful workplace policy.

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

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

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

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

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

Electric Pump LLC
Address: 201 4th Ave SW
New Prague, MN 56071
Attn: Adam Thoreson
Email:athoreson@electricpump.com

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

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

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

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

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

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

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

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Exhibit A, Supplement 1

IT TERMS

SUPPLY CHAIN SECURITY

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

1. **Security Practices and Preventive Controls.** The Contractor will use reasonable commercial efforts to ensure that the Contractor and any subcontractors or third parties involved in assembling, manufacturing, packaging, distributing, handling, warehousing, transporting or shipping GRPUC Goods, including Goods intended to be but not yet delivered to GRPUC, meet all applicable security standards and all applicable local, state, federal, and international laws, rules and regulations (hereinafter "supply chain security").

Contractor must maintain certification/accreditation in an official supply chain security program and comply with that program's security standards for all orders sourced from the Contract. Official supply chain security program is defined as one of the following: ISO 28000 or 27036 (as applicable), SAE AS5553 or other SAE standard (as applicable), Customs-Trade Partnership Against Terrorism (C-TPAT), Authorized Economic Operator (AEO), or other program accepted in writing by GRPUC. To demonstrate certification/accreditation, Contractor must provide to GRPUC within one (1) month following the effective date of this Contract or amendment adding this Section, whichever is later, a letter verifying its certification/accreditation in an official supply chain security program. Contractor will promptly notify GRPUC of any change to its certification/accreditation.

Alternatively, if Contractor is not certified/accredited or loses certification/accreditation, Contractor must complete a GRPUC security form to confirm that it complies with supply chain security. The form will require supporting documentation of any responses and must be completed to GRPUC's satisfaction.

2. **Notification of Supply Chain Security Breach.** Contractor will promptly notify GRPUC, of any breach of supply chain security involving GRPUC Goods, including Goods intended to be but not yet delivered to GRPUC. Breach of supply chain security includes, but is not limited to, cargo theft, tampering, unauthorized access, or other activities that involve suspicious actions or circumstances. Goods received with viruses, malware or similar security deficiencies constitute breach of supply chain security.
3. **Return/Rejection of Goods.** Notwithstanding anything to the contrary, if a breach of supply chain security has occurred or GRPUC in good faith suspects a breach may have occurred, including evidence that packaging or Goods were tampered with or damaged, GRPUC may reject delivery of those Goods or return any of those Goods already delivered. Rejection of delivery or return of Goods shall be solely the responsibility and at the cost and expense of the Contractor.

GRPUC may sanitize or destroy components of the Goods prior to returning the Goods to Contractor or instruct Contractor to promptly sanitize or destroy Goods upon their return. Following the completion of any such sanitization or destruction, and upon request by GRPUC, the Contractor shall provide a Certificate of Data Destruction/Sanitization that meets the requirements of the then current version of NIST Special Publication 800-88 or DOD 5220.22-M Supplement. The Certificate of Data Destruction/Sanitization must be provided to GRPUC, if requested, within one (1) month following the return of the Goods.

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

Exhibit B: Insurance Requirements

1. Notice to Contractor.

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

2 Notice to Insurer.

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

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

- 3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC with respect to any claim arising out of Contractor's performance under this Contract.
- 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify GRPUC within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to GRPUC.
- 3.3 Contractor is responsible for payment of Contract-related insurance premiums and deductibles.
- 3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached.
- 3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
- 3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.
- 3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

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

- 4.1 Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows: GRPUC does not 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

The following coverages shall be included:

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

4.2 Commercial Automobile Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Contract, and in case any work is subcontracted the Contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows: GRPUC does not 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

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

Evidence of Subcontractor insurance shall be filed with the Contractor.

4.3 Workers' Compensation Insurance. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with applicable Legal Requirements, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows: The following limits are statutory and cannot be lowered. Verify the Contractor's WC coverage allows its employees to work outside of their home state – i.e., inter-state WC coverage

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

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

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

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

4.4 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: GRPUC does not allow lower limits

\$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. If the Contractor desires authority from GRPUC to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that GRPUC can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

Exhibit C: Specifications, Duties, and Scope of Work

The Contractor shall: Provide a spare Flygt NT456 pump for the yard sump at the waste water plant and another Flygt NT640 pump spare for the oxygen plant.

Exhibit D: Price and Payment Schedule

The Contractor will be paid One Hundred and Sixty-Four Thousand Six Hundred and Seventy-One Dollars (\$164,671.00) plus a not to exceed amount of \$3,000 dollars for shipping and handling.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed One Hundred and Sixty-Seven Thousand Six Hundred and Seventy-One Dollars (\$167,671.00).

GRPUC will pay the Contractor after the Contractor presents an itemized invoice for the Services actually performed, and Goods actually delivered to GRPUC,



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 31, 2026

AGENDA ITEM: Consider a motion to approve the procurement contract with Bolton and Menk for engineering services for the detailed design of the water treatment plant renovation project and authorize the General Manager to sign the contract for \$980,000.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Water Wastewater capital project with a budget of \$3,500,000. \$600,000 has been spent to date.

The GRPUC Procurement Policy was followed.

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

RECOMMENDATION:

Approve a motion to approve the procurement contract with Bolton and Menk for engineering services for the detailed design of the water treatment plant renovation project and authorize the General Manager to sign the contract for \$980,000.

PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Bolton & Menk Inc., a business, located at 7533 Sunwood Drive NW, Suite 206, Ramsey, MN 55303-5119 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received a quotation from the contractor for engineering services for detailed planning and design of Grand Rapids water treatment plant renovation (“**Solicitation**”);

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

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

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is 3/31/26. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

1.1 12/31/26.

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

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

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

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

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

2. Contractor's Duties

2.1 The Contractor shall:

Provide the scope of services as detailed in Exhibit B, which consists of design engineering for the water treatment plant renovation project.

(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 Nine Hundred and Eighty Thousand Dollars (\$980,000).

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Nine Hundred and Eighty Thousand Dollars (\$980,000)

3.1.3 Payment.

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

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

4. **Authorized Representative**

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

Contractor's Authorized Representative is Brian Guldán, Principal Environmental Engineer, at the following business address: 7533 Sunwood Drive NW, Suite 206, Ramsey, MN 55303-5119, and the following telephone number: 763-433-2851, ext. 2658, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

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

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

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

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

9. **Miscellaneous.**

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

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

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

Bolton & Menk, Inc.
Address:
7533 Sunwood Drive NW, Suite 206
Ramsey, MN 55303-5119
Attn: Brian Guldan
Email: brian.guldan@bolton-menk.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

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

Bolton & Menk

Grand Rapids Public Utilities Commission

By:  _____

By: _____

Print Name: Kristopher J. Swanson

Print Name: Julie A. Kennedy

Title: Vice President of Water | Senior Principal

Title: General Manager

Date: March 25, 2026

Date: _____

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 the Contractor's professional services required under the Contract. Insurance minimum limits are as follows:
 - \$2,000,000 - per claim or event
 - \$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of GRPUC.

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

\$2,000,000 - per Occurrence
\$2,000,000 - annual Aggregate

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

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

Exhibit B: Specifications, Duties, and Scope of Work

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

I. Project Understanding

We recently completed preliminary engineering improvements to the facility and provided the utility with a final memorandum detailing the proposed final scope of work. The utility has applied for placement on the FY2025 Project Priority List (PPL) and Intended Use Plan (IUP) and is currently listed for funding. The utility has also been awarded \$2.5 million in state appropriation dollars for the water treatment facility improvements. It is advantageous for the utility to begin design in 2026 and bid a project in December 2026 or early 2027 to capitalize on funding

Our scope takes into account all project funding deadlines and construction timelines. It is anticipated to bid a project in December 2026 or early 2027, however, bid timing is flexible to meet utility goals and objectives. Construction is anticipated to start in early 2027 once final contracts are signed and executed.

This project will involve numerous disciplines including structural engineering, civil engineering, electrical engineering, mechanical engineering, architecture, and process engineering. Our project team includes engineers and professionals that have worked on similar projects for over 20 years. Our proposed scope of work includes final design details developed from preliminary engineering through bidding of the project. A list of some of the scope elements of work items are provided below.

- Aerator replacement
- Piping and valve replacement
- Gravity filter underdrain and media replacement
- Ion Exchange softener rehabilitation
- Process pump replacement
- New chemical feed rooms and design of chemical feed systems for sodium hypochlorite, liquid ammonium sulfate, fluoride, sodium permanganate, soda ash, and corrosion inhibitor.
- Roof replacement and ancillary building modifications to add chemical rooms and office space as needed.
- HVAC and mechanical/plumbing improvements
- Electrical/Controls upgrades and VFD additions for all pumps
- SCADA improvements

II. Scope of Work

The scope of this proposal is for the final design, review, and completion of contract documents in preparation for bidding. The project design scope includes:

- Detailed layout and design of the proposed water treatment facility renovations as detailed in the preliminary engineering memo including the following major components:
 - WTP finish schedule and architectural features.
 - structural design for building modifications and roof replacement.
 - Structural design for building additions for electrical room and new chemical room(s) on exterior of current footprint.
 - Process treatment and piping layout and design.
 - Electrical design, lighting, and SCADA communications coordination with utility's control integrator and utility staff. Electrical improvements to replace the existing electrical gear and the addition of a new electrical room.
 - Electrical design to provide VFD's for all pumps.
 - Mechanical and plumbing design with submittal to Minnesota Department of Labor and Industries (DOLI) for plumbing review and approval (fee by utility)
 - HVAC design for radon mitigation in occupied spaces in the facility.
 - Site design, surface restoration/improvements, and other civil design items to the front entry, parking areas, and rehabilitation of streets and sidewalks.
- AutoCAD REVIT-based design of all major items described above (3D format).
- Review meetings and modifications with utility staff at 60% and 90%.
- Minnesota Department of Health (MDH) coordination, Plan Review (fee by utility), and construction permit application (fee by utility).
- Project management, review meetings and modifications with GRPU staff as well as periodic updates to Commission as requested.
- Modifications and preparation of final plans and specifications for contract documents and bidding upon MDH comment and approval.
- Funding assistance for the State of Minnesota Drinking Water Revolving Fund and SPAP grant.
 - Financial Information will be provided by the utility.
 - We will assist the utility with submittal of the SPAP grant forms to MnPFA
- Preparation and submittal of the final DWRF funding application to the Minnesota Public Facilities Authority (PFA) as applicable (audits, operation budgets, etc. provided by the utility).
 - Drinking Water Revolving Fund coordination with MDH and PFA

- Bidding services through the evaluation of bids including:
 - Advertisement for bidding and contractor coordination (publication fee by Utility)
 - Preparing bid documents and issuing addendums.
 - Providing updates as needed throughout the bidding process to the utility.
 - Attend public bid letting, tabulate bid prices, and report back to the utility with recommendations on award of bid (end of scope)

III. Proposed Fees

Based on estimated hours for our design staff, we have calculated a fee of **\$1,016,400.00** for the design work (this is approximately 9% of the estimated construction cost of \$11,300,000). On larger projects with well-defined scope, we have been using not-to-exceed fixed design fees following the industry standard. It is a simpler method that can help avoid some of the time and overhead associated with hourly contracts while also providing a well-defined up-front cost for Grand Rapids Public Utilities.

As you are aware, we have become very familiar with your water treatment needs over the last two years from the work we have performed in your community. Our level of familiarity with your system and staff can provide some savings when performing engineering design services. Because of this, we would propose lowering our design fees to provide these savings to Grand Rapids Public Utilities. Therefor we would propose a **not-to-exceed lump sum fee of \$980,000** for the design and bidding of these improvements. This fee is approximately 8.6% of the estimated construction cost.

This scope represents approximately 30 design team members and over 5,100 engineering and technical staff hours to complete the final design of this important improvement for the community. Our extensive knowledge of drinking water treatment will help us provide efficient and cost-effective services to Grand Rapids Public Utilities. A detailed breakdown of the estimated staffing hours for this effort is enclosed for your reference.

IV. Estimated Construction Fee

Construction costs and engineering support during construction can vary greatly depending on the contractor, onsite time required, and length of construction. For planning purposes, I would suggest budgeting approximately 10% percent for construction services, or approximately \$1.13 million. A separate construction services letter with a final fee will be provided after bids are awarded and a contractor is selected.

V. Proposed Schedule

Below is the approximate schedule for the completion of final design and award of the construction contract. Please review this schedule and let me know if any modifications are required to meet the utility’s goals/objectives. This schedule can be changed and should be considered a living document to account for design considerations, review time, needs of the utility, and the regulatory agency to develop a quality project. Overall, I anticipate bidding a WTP project in December 2026, with construction extending into the winter of 2028.

| Water Treatment Facility Improvements Proposed Project Schedule Grand Rapids Public Utilities Commission | |
|---|---|
| Milestone | Approximate Period |
| GRPU Authorization and Contract | March 2026 |
| Final Design | April - November, 2026 |
| Submit Plans to MDH for Approval | October/November 2026 |
| Final GRPU Review of Plans and Utility authorizes bidding of project | November 2026 |
| Funding Assistance | Ongoing |
| Publicly Advertise Project | November – December (4-5 weeks anticipated) |
| Bid and Recommendation of Award (End of Scope) | December 2026/January 2027 |
| Utility to Award Project | January 2027 |
| Utility to enter into Grant Agreement with PFA for SPAP funding | December 2026/January 2027 |
| Utility to execute NOA and NTP and final contracts | January 2027 |
| Construction (estimated based on maintaining facility operation during construction) | February 2027 – December 2028 |



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 31, 2026

AGENDA ITEM: Consider a motion to approve the procurement contract with Stantec Consulting Services for engineering and construction management services for Landfill Phases 1-4/Kettle D cover project for \$139,500 and authorize the General Manager to sign the contract.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved 2025/26 Water Wastewater capital project with a budget of \$2,825,000. \$151,000 has been spent to date.

The GRPUC Procurement Policy was followed.

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

RECOMMENDATION:

Approve a motion to approve the procurement contract with Stantec Consulting Services for engineering and construction management services for Landfill Phases 1-4/Kettle D cover project for \$139,500 and authorize the General Manager to sign the contract.

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 Stantec Consulting Services, located at 11 E Superior St, Suite 230 Duluth, MN 55802 (“**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 the contractor for engineering and construction management services for final cover modifications to Phases 1-4/Kettle D for industrial landfill SW-210 (“**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 March 25, 2026. 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, 2026

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

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

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

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

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

2. Contractor's Duties

2.1 The Contractor shall:

Provide engineering and construction management services to assist with modifying the final cover for phases 1-4/kettle D of the industrial landfill SW-210.

The scope of work to include: construction administration, construction documentation services, construction management and construction documentation report.

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

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

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

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

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

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

3. Consideration and Payment

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

3.1.1 Compensation. The Contractor will be paid one hundred and thirty nine thousand and five hundred dollars (\$139,500) in accordance with **Exhibit C**.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed one hundred and thirty nine thousand and five hundred dollars (\$139,500).

Payment.

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

3.1.3 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 Kyle Morberg at the following business address: 11 E Superior St, Suite 230 Duluth, MN 55802, and the following telephone number: 218-393-4085, 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. **Miscellaneous.**

8.1 **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.

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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:
11 E Superior St, Suite 230
Duluth, MN 55802
Attn: Kyle Morberg
Email: Kyle.Morberg@stantec.com

9. 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.

Stantec Consulting Services, Inc

Grand Rapids Public Utilities Commission

By: 

By: _____

Print Name: Kyle Morberg

Print Name: Julie A. Kennedy

Title: Associate

Title: General Manager

Date: 03/26/2026

Date: _____

Exhibit A: Insurance Requirements

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- 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.

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

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

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

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

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

\$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of GRPUC.

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

\$2,000,000 - per Occurrence

\$2,000,000 - annual Aggregate

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

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

Exhibit B: Specifications, Duties, and Scope of Work

Stantec Consulting Services Inc. (Stantec) is pleased to present this proposal to the Grand Rapids Public Utilities Commission (GRPUC) for construction administration services for final cover reconstruction on the Phases 1-4 and Kettle D Landfill, MPCA Permit Number SW-210.

Project Understanding and Assumptions

Stantec understands that GRPUC desires to remove and salvage existing soils above the drainage blanket, conduct site grading, and install a new final cover system consisting of a geomembrane liner, sand drainage layer, rooting soils, topsoil, and stormwater management features. Stantec previously provided design and bidding services for the proposed project.

Scope of Work and Schedule

Stantec has developed the following scope of services based on our understanding of the project based on past work and additional conversations with GRPUC.

Task 1. Construction Contract Administration & Construction Field Services

Task 1 will include construction contract administration and construction field services.

Task 1A – Pre-Construction

Stantec will attend a pre-construction meeting with GRPUC, the selected Contractor, and any other applicable parties. Specifically, Stantec will:

- Conduct a pre-construction conference at the site prior to construction. Typical items to be addressed at this meeting would be:
 - o Review project milestones/construction schedule,
 - o Review construction plans,
 - o Review submittal requirements/review process,
 - o Identify the location of on-site materials and borrow areas,
 - o Discuss the material testing requirements,
 - o Review health and safety items,
 - o Prepare and distribute meeting minutes to attendees.

Task 1B – Contractor Management and Field Support

Stantec staff will monitor the contractor and advise GRPUC of their performance during the project. Specific activities are:

- Assist GRPUC with final contract execution with the selected contractor.
- Attend progress meetings at the site (assumed to be bi-weekly; 5 total meetings) with the contractor and GRPUC staff. Stantec assumes that the Project Manager/Certifying Engineer and on-site construction observer will attend the progress meetings. Typical agenda of items to be addressed

at the progress meetings are as follows:

- o Contractor's performance and progress to date,
 - o Review schedule,
 - o Confirm quantities,
 - o Discuss submittals,
 - o Address any design modifications and/or change orders,
 - o Other additional issues as necessary.
- Review contractor submittals and advise GRPUC and contractor as to conformance with specifications.
 - Be available by telephone should questions come up during construction.
 - Review any contractor provided quantity determination information to verify quantities.
 - Coordination with field personnel.
- o Including processing of field collected survey data.

The Stantec Project Manager and Certifying Engineer will oversee the entire project to observe conformance to project requirements and will sign all documents required for project certification. Based on the scope of the construction project, Stantec has estimated a project duration of 10-weeks.

Task 1C – Construction Field Services

Stantec will provide a field technician who will monitor the performance of the contractor, provide technical clarification to the contractor, and organize and maintain the necessary information required to document the construction. The field technician will also perform the as-built documentation survey, which consists of documenting final cover layer thicknesses.

The Stantec field technician will be on-site throughout construction and be responsible for relaying day-to-day information on the progress of the construction to GRPUC representatives and the Stantec Project Manager/Certifying Engineer. The field technician will be responsible for assuring that testing and documentation is performed in accordance with the guidelines established by the approved CQA plan. The Stantec field technician will report daily to the Stantec project manager and will also prepare daily field reports logging weather conditions, work completed, issues encountered, and the resolution. The daily field reports will be provided weekly to GRPUC for their information/records.

Specific activities that Stantec will perform during construction includes:

General

- Daily log of activities
- Daily observation of contractor progress and equipment on site,
- Record construction photograph log,
- Available to either perform or assist with construction stormwater inspections and make recommendations for changes/improvements as site conditions warrant,

- Review delivered materials and check against approved submittals,
- Provide clarifications as needed to contractor.
- Set-survey site control (1-visit)

Project specific activities that will be observed and documented during each of the major construction components are as follows:

Subgrade Preparation and Gas Ventilation System

- Observe grades and that any ruts or soft spots have been satisfactorily addressed and that rocks and other deleterious material to the overlying liner have been removed,
- Survey subgrade to document that the subgrade surface is within the survey tolerances outlined in the prepared CQA Plan prior to geomembrane installation.
- Observe modifications to the existing gas ventilation system to ensure it meets project requirements.

Geomembrane Installation

- Inventory and review of roll certifications,
- Observe and document panel placement,
- Monitor trial welds (startup weld),
- Observe and document panel seaming, testing, and repairs
- Coordination of destructive sample collection and testing,
- Document test results of laboratory and field testing.

Granular Drainage Layer, Rooting Zone, and Topsoil Installation

- Observe the installation of the soil layers, specifically noting:
- Use of Low Ground Pressure spreading equipment,
- Proper spreading direction (uphill only),
- Proper spreading methods so that wrinkles do not accumulate in underlying geomembrane,
- Sample collection and coordination with laboratory for grain size distribution and hydraulic conductivity CQA tests for the drainage layer,
- Thickness documentation of the various soil layers, including settlement correction survey

Surface Water Feature Construction

- Observe subgrade shaping to allow for proper drainage grades,
- Observation of soil placement,
- Observe installation of associated infrastructure,
- Perform horizontal and vertical alignment survey documentation.

Erosion Control Blanket Installation and Turf Restoration

- Observe the placement of the various erosion control products,
- Ensure the proper products are used in the proper areas,
- Ensure that the appropriate methods are used for placement (anchoring / stapling patterns)
- Observe final site seeding,

- Observe that appropriate grades are restored and necessary turf restoration activities are complete.

Final Completion

- Prepare preliminary punch list; Verify that preliminary punch list is addressed before scheduling final walk through,
- Conduct final project walk through with GRPUC staff, contractor and Stantec PM; Prepare a final list of items to be corrected,
- Verify that all items on final list have been corrected and make recommendations to GRPUC concerning acceptance.

For the purpose of establishing a budget, Stantec estimates that the final closure as described above would be substantially complete within 10-weeks. The actual time required for the Contractor to reach substantial completion will depend on weather conditions and Contractor's performance and schedule and may vary from our estimated schedule.

Task 1D – Construction Documentation Report

Stantec will prepare a construction documentation report for the closure construction project which will include components such as soil testing data, geomembrane testing data, survey documentation, Record Drawings, construction photographs, and other pertinent information collected during construction. A narrative describing the construction sequence that summarizes the daily field notes will be included rather than the actual field notes. Record Drawings will consist of construction drawings revised to reflect field changes based on Stantec observations. Grade documentation/layer thicknesses will be included in the construction documentation report based on Stantec's collected survey data.

The construction documentation report will be completed and data will be compiled as the project progresses. This will allow for a prompt submittal of the documentation report to the MPCA. The report will contain a summary statement certifying the facility was constructed in substantial accordance with the approved plans and specifications and will note any significant deviations. A Professional Engineer registered in Minnesota will sign the summary statement. Stantec has assumed that only an electronic copy of the construction documentation report will be provided to GRPUC and to the MPCA.

Final Task 1 Deliverable:

The deliverable will be a Construction Documentation Report that can be submitted to the MPCA for final cover construction documentation.

Final Deliverables Output and Completion Schedule

We assume a construction schedule of 10 weeks with Stantec personnel onsite. This estimated construction schedule is based on our experience with previous final cover installation efforts.

The Construction Documentation Report will be provided to GRPUC within 4 weeks of completing the construction project.

Project Team

Kyle Morberg will serve as project manager and certifying engineer for construction as well as coordinate with the onsite Stantec field technician(s). Due to his local presence and familiarity with the facility, he will be available to attend bi-weekly project meetings and additional site visits as needed to address items that may come up during construction that are time sensitive in nature. The initial field technician(s) anticipated for the project is Ross Ziegenhagen. It is anticipated that Ross will collect the necessary survey data for documentation, utilizing Stantec's GPS equipment as well as any necessary material samples for construction documentation. Other qualified staff will be used as necessary based on availability and the actual construction timeline. Stantec will confirm field staff with you prior to mobilization to the project site.

Proposed Schedule

The following is an anticipated schedule to complete the scope of work outlined above, based on a Notice to Proceed with Construction start date of April 1, 2026.

Task Date

Task 1 – Notice to Proceed with Construction April 1, 2026

Task 1 – Construction Substantial Completion September 30, 2026

Task 1 – Submit Construction Documentation Report to MPCA October 30, 2026

Proposed Budget

A detailed breakdown of the cost estimate is attached to the proposal. Expenses for soil testing, geomembrane testing, shipping, and mileage are also included in the cost estimate. It is anticipated that Twin Ports Testing (TPT) in Duluth, Minnesota as well as Precision Testing in Virginia, Minnesota will be utilized for granular material testing. Liner laboratory destructive testing will be conducted by TRI Environmental in Austin, Texas. Stantec will ship samples on GRPUC's behalf and we have estimated the number of samples in the cost estimate as 60-samples.

We will not exceed the authorized budget without obtaining written approval. If the scope of services requested exceeds this budgeted amount, we can provide a proposal at that time for additional services.

Exhibit C: Price and Payment Schedule

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

Compensation. The Contractor will be paid one hundred and thirty nine thousand and five hundred dollars (\$139,500) in accordance with provided estimate.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed one hundred and thirty nine thousand and five hundred dollars (\$139,500).



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 31, 2026

AGENDA ITEM: Monthly Reports

PREPARED BY: GRPU Staff

BACKGROUND:

The following reports have been submitted and stored into Laserfiche:

02-2026 Electric Peak Demand Report

02-2026 Electric Reliability Report

02-2026 Water Analysis Report

02-2026 Wastewater Analysis Report

02-2026 MPCA Discharge Monitoring Report

2025 MPCA Biosolids Annual Report

2025 MPCA Wastewater Pretreatment Annual Report

March 2026 CORONA Legionnaires Disease Outbreak Response Final Report

2025 Grand Rapids Sludge Facility SW-210 Annual Report

2025 Industrial Stormwater Annual Report

2025 Distributed Energy Resource (DER) Annual Report

RECOMMENDATION:

None. Review Only.