



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

MEETING AGENDA

Wednesday, March 27, 2024

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 27, 2024 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

APPROVAL OF MINUTES:

1. Consider a motion to approve the February 14, 2024 Work Session Minutes, and the February 21, 2024 Closed Meeting Minutes and the February 28, 2024 Regular Meeting Minutes.

VERIFIED CLAIMS:

2. Consider a motion to approve \$656,162.61 verified claims for February and March 2024.

COMMISSION REPORTS:

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

3. Consider a motion to enter into a lease agreement with Enterprise Fleet Management for non-specialized utility fleet vehicles and allow the General Manager to sign the lease agreements.
4. Consider a motion to ratify the procurement contract with Corona Environmental for engineering professional services for support with addressing Legionella and related water quality concerns for \$24,990.
5. Consider a motion to approve the procurement contract with Bolton & Menk for engineering professional services for the planning and design of water utility disinfection for \$38,400 and authorize the General Manager to sign the Contract.
6. Consider a motion to ratify the procurement contract with Idexx Laboratories, Inc. for Legionella lab testing equipment for the WTP for \$13,647.87.
7. Consider a motion to ratify the procurement contract with Luminultra Technologies for lab testing equipment for the WTP for \$8,025.03.
8. Consider a motion to approve the procurement contract with Schwing Bioset for one screw section for the custom screw conveyor in the WWT solids process building for \$47,177.02 and allow the General Manager to sign the contract.

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.

SAFETY REPORT:

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

ADMINISTRATION:

- [10.](#) Consider a motion to approve the GRPU 2023-2028 Strategic Plan.
- [11.](#) Review Administration Department Monthly Report

BUSINESS SERVICES DEPARTMENT:

- [12.](#) Consider adopting resolution 03-27-24-01 approving reimbursement of expenditure for the new GRPU Enterprise Resource Planning (ERP) software and implementation.
- [13.](#) Review Business Services Department Monthly Report

ELECTRIC DEPARTMENT:

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

WATER AND WASTEWATER DEPARTMENT:

- [15.](#) Review Water Utility Monthly Report
- [16.](#) Review Wastewater Utility Monthly Report

DEPARTMENT HEAD REPORT:

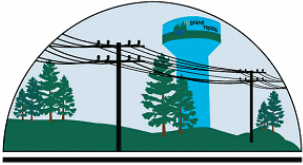
- [17.](#) Electric Department Head Presentation

ADJOURNMENT:

The next Special meeting/Work Session is scheduled for Wednesday, April 10, 2024 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 24, 2024 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

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



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

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

Wednesday, February 14, 2024

8:00 AM

President Stanley called the meeting to order at 8:00am

**PRESENT: President Tom Stanley, Secretary Luke Francisco, Commissioner Rick Smith,
Commissioner Dale Adams**

STAFF: Julie Kennedy, Chad Troumbly, Chery Pierzina

ABSENT: Commissioner Nancy Saxhaug

BUSINESS:

1. Consider a motion to approve \$1,578,062.32 verified claims for January 2024.

**Motion made by Commissioner Adams, Seconded by Secretary Francisco to approve
\$1,578,062.32 verified claims for January 2024.**

**Voting Yea: President Stanley, Secretary Francisco, Commissioner Smith, Commissioner
Adams**

2. Gallagher Classification & Compensation Presentation

Gallagher presented Classification & Compensation

3. Strategic and Draft Annual Plans

Discussed Strategic and Draft Annual Plans

4. WTP Property (902 NW 6th Ave) Dwelling Discussion

Discussed WTP Property (902 NW 6th Ave) Dwelling

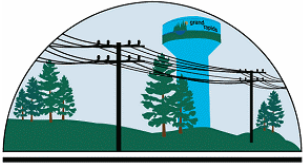
ADJOURNMENT:

There being no further business, the meeting adjourned at 9:22 AM.

Respectfully Submitted,

Megan Pehrson

Megan Pehrson



**GRAND RAPIDS
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Service is Our Nature

**GRAND RAPIDS PUBLIC UTILITIES COMMISSION
CLOSED MEETING
MEETING MINUTES**

Wednesday, February 21, 2024

9:00 AM

President Stanley called the meeting to order at 9:02am

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

OTHERS: Julie Kennedy, Chery Pierzina, Jessica Durbin

ABSENT: Secretary Luke Francisco

BUSINESS:

President Stanley noted the purpose of the meeting was to discuss labor negotiations as per MN State Statute 13D.03,Subd.1.

**Motion made by Commissioner Adams, Seconded by Commissioner Saxhaug to close the meeting
Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams**

1. **Conduct a closed meeting to discuss labor negotiations as per MN State Statute 13D.03,Subd.1.**

The Commission discussed labor negotiations.

Motion made by Commissioner Adams, Seconded by Commissioner Saxhaug to close the closed meeting. Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

ADJOURNMENT:

There being no further business, the meeting adjourned at 10:07 AM.

Respectfully Submitted,

Megan Pehrson

Megan Pehrson



**GRAND RAPIDS PUBLIC UTILITIES COMMISSION
MEETING MINUTES**

Wednesday, February 28, 2024

4:00 PM

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

CALL OF ROLL:

PRESENT: President Tom Stanley, Secretary Luke Francisco, Commissioner Nancy Saxhaug, Commissioner Rick Smith, Commissioner Dale Adams (arrived at 4:15 p.m.)

OTHERS: Julie Kennedy, Mike LeClaire, Chad Troumbly, Jean Lane, Megan Pehrson

PUBLIC FORUM:

No one from the public was present.

APPROVAL OF MINUTES:

1. Consider a motion to approve the January 24, 2024 Regular Commission Meeting Minutes.

Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to approve the January 24, 2024 Regular Commission Meeting Minutes.

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

VERIFIED CLAIMS:

2. Consider a motion to approve \$1,321,171.66 in verified claims for January and February 2024.

Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve \$1,321,171.66 in verified claims for January and February 2024.

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

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

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

3. Consider a motion to approve the procurement contract with Nelson Roofing for re-roofing the south portion of the GRPU Combined Service Center (CSC) for \$426,479 and authorize the General Manager to sign the contract.

Approved on consent agenda.

4. Consider a motion to ratify the procurement contract with Martin's Snowplow and Equipment for a new snowplow for \$12,704.99.

Approved on consent agenda.

5. Consider a motion to ratify the procurement contract with Tech Sales Co for flow meters for wells 4 and 6 for \$9,075.12.

Approved on consent agenda.

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

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

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

SAFETY REPORT:

6. Safe Drinking Water - *Legionella* Mitigation Update

Updated on Safe Drinking Water-Legionella Mitigation

7. Review Safety Monthly Report

Reviewed Safety Monthly Report

ADMINISTRATION:

8. Consider a motion to ratify the 2024 Minnesota Pay Equity Compliance Report and authorize signature and filing the report with the Minnesota Office of Management and Budget.

Motion made by Secretary Francisco, Seconded by Commissioner Saxhaug to ratify the 2024 Minnesota Pay Equity Compliance Report and authorize signature and filing the report with the Minnesota Office of Management and Budget. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

9. Consider a motion to approve the employee classification and compensation study conducted by Gallagher.

Motion made by Commissioner Smith, Seconded by Commissioner Adams to approve the employee classification and compensation study conducted by Gallagher. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

10. Consider a motion to approve the full lump sum merit pay allowed in the General Manager's employment agreement based on the Commissioners evaluation of her 2023 performance.

Motion made by Commissioner Saxhaug, Seconded by Commissioner Adams to approve the full lump sum merit pay allowed in the General Manager's employment agreement based on the Commissioners evaluation of her 2023 performance. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

11. Consider a motion to approve the updated position description for Information Systems (IS) Utility Locator/GIS Technician and authorize the internal and external advertisement for the position.

Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve the updated position description for Information Systems (IS) Utility Locator/GIS Technician and authorize the internal and external advertisement for the position. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

12. Consider a motion to approve position description for Temporary Part-Time Administrative Assistant/Customer Service Representative and authorize the internal and external advertisement for the position.

Motion made by Commissioner Adams, Seconded by Commissioner Smith to approve position description for Temporary Part-Time Administrative Assistant/Customer Service Representative and authorize the internal and external advertisement for the position. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

BUSINESS SERVICES DEPARTMENT:

13. Consider a motion to approve a master subscription agreement and statement of work with SpryPoint Services Inc. for utility billing, customer portal, interval data management, and service orders and authorize the General Manager to sign documents.

Motion made by Commissioner Adams, Seconded by Commissioner Smith to approve a master subscription agreement and statement of work with SpryPoint Services Inc. for utility billing, customer portal, interval data management, and service orders and authorize the General Manager to sign documents. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner

Adams

14. Review Business Services Monthly Report

Reviewed Business Services Monthly Report

ELECTRIC DEPARTMENT:

15. Review Electric Utility Monthly Report

Reviewed Electric Utility Monthly Report

WATER AND WASTEWATER DEPARTMENT:

16. Review Water Utility Monthly Report

Reviewed Water Utility Monthly Report

17. Review Wastewater Utility Monthly Report

Reviewed Wastewater Utility Monthly Report

ADJOURNMENT:

There being no further business, the meeting was adjourned at 4:48PM.

Respectfully submitted,

Megan Pehrson

Megan Pehrson, Executive Assistant



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 27, 2024

AGENDA ITEM: Consider a motion to approve \$656,162.61 verified claims for February and March 2024.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

See attached check registers:

Computer check register \$ 153,673.43
Manual check register \$502,489.18

Total \$656,162.61

RECOMMENDATION:

Consider a motion to approve \$656,162.61 of verified claims for February and March 2024.

Grand Rapids Public Utilities
 Accounts Payable
 February/March 2024
 (Meeting Date: 03/27/2024)

Item 2.

NAME	AMOUNT	NAME	AMOUNT
Aramark	415.97	Northern Dewatering	1,760.00
Burggraf's	172.52	NOS Automation	1,468.76
City of Grand Rapids	6,942.98	Public Utilities	9,490.87
Cole Hardware	89.31	Quality Flow	4,657.00
Corona Environmental Consulting	24,490.00	Rapids Radio	1,285.50
Dakota Mailing	212.46	Rapids Welding	15.03
Dakota Supply Group	995.99	RCB Collections	122.85
Davis Oil	3,469.33	RMB	537.60
Duncan Co	3,219.27	Rob's Bobcat	5,180.00
Fastenal	6,179.08	Sandstroms	284.48
Ferguson	615.52	Scooter Septic Service	475.00
Figgins Truck & Trailer	3,485.65	Stuart Irby	14,945.50
FirePro Sprinkler	415.79	TNT Construction	15,864.00
Gopher State One	24.30	Viking Electric	554.06
Grainger	4,151.44	Wesco	1,321.25
Floor to Ceiling	447.84	WUSZ-FM	420.00
Innovative	1,124.63		
Itasca County	82.65		
Johnson, Killen @ Sieler	4,067.52	Energy Efficiency Rebate:	
Lane, Jean	356.00	Aitken, Beth	70.00
Martin's Snowplow and Equipment	12,704.99	City of Grand Rapids IRA Civic	11,490.64
McMaster-Carr	1,973.24	DMV	680.23
MN Department of Commerce	2,945.75	Faith Baptist Church	559.59
Mpower	3,300.00		
Nextera	608.84	Total	153,673.43

February 2024 Check Register

Document Date	Check #	Vendor Name	Document Amount	
2/1/2024	5040	Northeast Service Cooperative	3,807.00	2/29/2024
2/1/2024	5041	Northeast Service Cooperative	66,883.84	2/29/2024
2/5/2024	5042	Invoice Cloud	3,187.50	2/29/2024
2/8/2024	5043	Wells Fargo Pcard	2,795.19	
2/12/2024	5044	WEX Health	1,227.17	2/29/2024
2/9/2024	5045	Public Employees Retirement Association	16,717.49	2/9/2024
2/9/2024	5046	MN Department of Revenue	4,516.41	2/9/2024
2/9/2024	5047	Wells Fargo Bank	26,508.43	2/9/2024
2/9/2024	5048	Empower Retirement	8,976.98	2/9/2024
2/12/2024	5049	WEX Health	257.54	2/29/2024
2/21/2024	5050	WEX Health	99.00	2/29/2024
2/26/2024	5051	WEX Health	1,227.17	2/29/2024
2/23/2024	5052	Public Employees Retirement Association	16,372.88	2/23/2024
2/23/2024	5053	MN Department of Revenue	4,445.58	2/23/2024
2/23/2024	5054	Wells Fargo Bank	26,387.09	2/23/2024
2/23/2024	5055	Empower Retirement	8,864.24	2/23/2024
2/28/2024	5056	WEX Health	29.97	2/29/2024
2/20/2024	5057	MN Department of Revenue	116,033.00	2/29/2024
2/9/2024	82645	City of Grand Rapids	316.23	2/9/2024
2/9/2024	82646	FirePro Sprinkler Specialists Inc	333.47	2/9/2024
2/9/2024	82647	First Net AT & T Mobility	231.46	2/9/2024
2/9/2024	82648	Frost Jeff	192.96	2/9/2024
2/9/2024	82649	Mattson Steve	26.80	2/9/2024
2/9/2024	82650	MN Energy Resources Corporation	30.00	2/9/2024
2/9/2024	82651	Pitney Bowes	105.00	2/9/2024
2/9/2024	82652	Radtke James	5,382.00	2/9/2024
2/9/2024	82653	Rapids Radio	2,940.50	2/9/2024
2/9/2024	82654	Verizon Wireless	1,118.41	2/9/2024
2/9/2024	82655	Customer Refunds - P. Myers	73.33	2/29/2024
2/9/2024	82656	Customer Refunds - Green Again	125.00	2/29/2024
2/9/2024	82657	Customer Refunds - Itasca County AG	43.66	2/29/2024
2/9/2024	82658	Customer Refunds - Members Coop	82.19	2/29/2024
2/9/2024	82659	Customer Refunds - V. Jetland	27.98	2/29/2024
2/9/2024	82660	Customer Refunds - S. Thompson	10.50	2/29/2024
2/9/2024	82661	Customer Refunds - Gallery of Homes	75.81	2/29/2024
2/9/2024	82662	Customer Refunds - L. Flier	93.35	2/29/2024
2/9/2024	82663	Customer Refunds - D. Star	83.31	2/29/2024
2/9/2024	82664	Customer Refunds - S. Thoennes	62.50	2/29/2024
2/9/2024	82665	MN Child Support Payment Center	391.32	2/9/2024
2/9/2024	82666	NCPERS Group Life Insurance	80.00	2/9/2024
2/12/2024	82667	MN Department of Natural Resource	7,186.71	2/12/2024
2/21/2024	82732	City of LaPrairie	15,046.28	2/29/2024
2/23/2024	82733	MN Child Support Payment Center	391.32	2/23/2024
2/23/2024	82734	MN Council 65	1,866.20	2/23/2024
2/23/2024	82735	Blanchard Jason	40.00	2/23/2024

2/23/2024 82736	City of Grand Rapids	950.00	2/23/2024
2/23/2024 82737	Mattson Steve	9.21	2/23/2024
2/23/2024 82738	MN Energy Resources Corporation	659.41	2/23/2024
2/23/2024 82739	Postage By Phone System	5,000.00	2/23/2024
2/23/2024 82740	Riley Joseph	40.00	2/23/2024
2/23/2024 82741	Ruder Rodney	40.00	2/23/2024
2/23/2024 82742	UNUM Life Insurance Company of America	3,721.23	2/23/2024
2/23/2024 82743	US Bank Equipment Finance	315.73	2/23/2024
2/23/2024 82744	Waste Management of WI MN	1,974.88	2/23/2024
2/23/2024 82745	Customer Refunds - D. Johnson	1,035.69	2/29/2024
2/23/2024 82746	Customer Refunds - H. Fillbrandt	124.52	2/29/2024
2/23/2024 82747	Customer Refunds - Taylor/Meyer	98.55	2/29/2024
2/27/2024 82748	City of Grand Rapids	136.50	2/29/2024
2/27/2024 82749	City of Grand Rapids	71,357.36	2/29/2024
2/29/2024 82790	City of Grand Rapids	72,333.33	2/29/2024

Checks Previously Approved **	0.00
Manual Checks/EFT to be approved	502,489.18
Total Manual Checks	502,489.18



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 27, 2024

AGENDA ITEM: Consider a motion to enter into a lease agreement with Enterprise Fleet Management for non-specialized utility fleet vehicles and allow the General Manager to sign the lease agreements.

PREPARED BY: Chad Troumbly, Electric Department Manager
Jean Lane, Business Services Manager
Mike LeClaire, Information Systems Manager
Steve Mattson, Water Wastewater Manager

BACKGROUND:

The GRPU management team vetted out the Enterprise fleet management program over the last several months and presented the results at the GRPU commission work session on March 13th. GRPU will be considered a department under the city of Grand Rapids account, who is already utilizing this leasing program.

The lease is an “open-end lease” which provides for equity lease, flexible terms, no mileage restrictions, no abnormal wear & tear clauses, lessee is responsible for book value at term; lessee keeps vehicle equity at term.

Key reasons for GRPU to enter an open-end equity lease program is (1) lower average age of the fleet; (2) reduce operating costs – new vehicles have lower maintenance costs; (3) maintain a manageable vehicle budget which eliminates budgeting peaks/valleys to a consent annual budget amount; (4) increased safety; (5) better mileage; and (6) program includes buying from the state bid list (pricing) and selling the used vehicles.

There are approximately 13 vehicles that make sense to be part of the lease program. There are enough funds allocated in the budget to cover entering into the lease program for 2024.

RECOMMENDATION:

Approve a motion to enter into a lease agreement with Enterprise Fleet Management for non-specialized utility fleet vehicles and allow the General Manager to sign the lease agreements.

Replacing 10 vehicles in the first year.

Maintenance \$89/month x 10 vehicles = \$10,710 annually

Trading in leased vehicles

Annual lease cost

Cash received for old vehicles

Trading in leased vehicle at optimum value

Annual maint costs (new = less maint)*

Annual fuel costs (new = better mpg)

Total annual budget

Compared to original budget

City of Grand Rapids - Fleet Planning Analysis

Current Fleet	10	Fleet Growth	0.00%	Proposed Fleet	10
Current Cycle	10.00	Annual Miles	5,100	Proposed Cycle	3.00
Current Maint.	\$89.25			Proposed Maint.	\$34.38
Maint. Cents Per Mile	\$0.21	Current MPG	14.7	Price/Gallon	\$3.81

Fiscal Year	Fleet Mix		Fleet Cost								Annual		
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash	
Average	10	1.0	10	0	41,905	0	106,109	-40,000	10,710	13,218	65,833	0	
'24	10	10	0	10	0	106,109	0	4,126	10,575	80,809	-14,976		
'25	10	0	0	10	0	106,109	0	4,126	10,575	65,289	543		
'26	10	4	0	10	0	106,109	0	4,126	10,575	61,765	4,068		
'27	10	4	0	10	0	106,109	0	4,126	10,575	65,289	543		
'28	10	4	0	10	0	106,109	0	4,126	10,575	86,233	-20,400		
'29	10	2	0	10	0	106,109	0	4,126	10,575	6,245	59,587		
'30	10	8	0	10	0	106,109	0	4,126	10,575	120,809	-54,976		
'31	10	0	0	10	0	106,109	0	4,126	10,575	65,289	543		
'32	10	4	0	10	0	106,109	0	4,126	10,575	61,765	4,068		
'33	10	4	0	10	0	106,109	0	4,126	10,575	30,713	35,120		
10 Year Savings											\$14,120	Net Sustainable Impact	\$8,868

Fleet Costs Analysis

YEAR	2024	2025	2026	2027	2028	Un-Utilized
QTY	10	0	0	0	0	0
Est \$	\$4,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$40,000	\$0	\$0	\$0	\$0	\$0
Estimated Current Fleet Equity**						\$40,000

* Lease Rates are conservative estimates
 ** Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection
 Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

- Lower average age of the fleet**
30% of the current light and medium duty fleet is over 10 years old
Resale of the aging fleet is significantly reduced
- Reduce operating costs**
Newer vehicles have a significantly lower maintenance expense
Newer vehicles have increased fuel efficiency with new technology implementations
- Maintain a manageable vehicle budget**
Challenged by inconsistent yearly budgets
Currently vehicle budget is underfunded

Enterprise FLEET MANAGEMENT
 11/2/2023 Confidential

* Annual maint costs are based on a national average for like vehicles, actual GRPU fleet maint expense were higher (\$14,404 for 5 years 2019-2023) 2023 = \$16,802.22, 2022 = \$17,865.49, 2021 = \$14,403.28, 2020 = \$8,884.23, 2019 = \$14,065.55
 As a result, the assessment provided is conservative and actually leans more favorably towards GRPU.

GRPU Vehicle Fleet Lease 2024

Item 3.

DEPT	TRUCK #	LICENSE #	DESCRIPTION
E	64	972-644	2020 Dodge Ram 1500 Classic
E	68-B	975-033	2017 Dodge Ram 3500
W WW	71	948-744	2015 Ford F-350 Pickup w. Snowplow
W WW	73	949-953	2015 GMC Sierra (WWTP Operators)
W WW	74	948-002	2014 Ford SRW F250 2WD
W WW	76	166-274	2004 GMC Sierra (WTP)
W WW	78	926-403	2008 Ford F350 with crane
E	82	948-745	2015 Ford F-550 Flatbed Toolbox (dump)
E	83	964-099	2019 Chevrolet Silverado 2500 4WD
E	84	925-667	2009 Ford F-250 Pick-up Truck
W WW	87		2006 Ford F-150 2WD
IS	88	963-161	2021 GMC CANYON
IS			EV truck with bidirectional charging

NOT PART OF PROGRAM			
E	60	941-736	2012 Ford F550 Aerial Lift Truck
W WW	61	962-261	2017 Ford F350 w/crane
W WW	81	964-369	2019 Ford F350 4WD
E	62		2016 Kenworth Digger Derrick
E	63		2009 Ford F-750 Bucket Truck
E	69		2000 Sterling Digger Derrick
W WW	67		2018 Vactor 2100
W WW	75		2019 Freightliner, Water Truck
W WW	77 A		2012 Freightliner, dump truck
W WW	77 B		2001 Chevy Kodiak, dump truck
W WW	77 F		2010 Freightliner, dump truck
W WW	77X		2019 Freightliner, dump truck



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 27, 2024

AGENDA ITEM: Consider a motion to ratify the procurement contract with Corona Environmental for engineering professional services for support with addressing Legionella and related water quality concerns for \$24,990.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

This procurement will be part of the approved Water Treatment Plant Renovation capital project.

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

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Corona Environmental for engineering professional services for support with addressing Legionella and related water quality concerns for \$24,990.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 27, 2024

AGENDA ITEM: Consider a motion to approve the procurement contract with Bolton & Menk for engineering professional services for the planning and design of water utility disinfection for \$38,400 and authorize the General Manager to sign the Contract.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

This procurement will be part of the approved Water Treatment Plant Renovation capital project.

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

RECOMMENDATION:

Consider a motion to approve the procurement contract with Bolton & Menk for engineering professional services for the planning and design of water utility disinfection for \$38,400 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 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 quotations from contractors for engineering services for planning and design of disinfection services of the drinking water system (“**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 2/6/24. 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 12/31/24.

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:

Data Collection and Review

Obtain existing and new data from GRPU including water chemistry data, operations data, and treatment plant records drawings.

Analyze water chemistry to determine required chemical dosages and potential side effects on water quality from feeding chlorine.

Review existing treatment facility to determine locations for chemical feed storage and equipment.

Work with Corona Environmental as directed by utility.

Develop and Submit Plans and Specifications to MDH

Develop required plan sheets and specifications for submittal to MDH.

Work with MDH to gain approval for the chemical feed systems.

Consult with MDH to determine required testing frequency.

Develop a Monitoring Plan for Control Testing

Collaborate with MDH and GRPU staff to determine sampling points and frequency of testing.

Create written procedures for control testing of water quality once the new chemical feed systems are operational.

Bidding, Installation, and Startup

Develop a proposal for solicitation of quotes from contractors for installation of the equipment.

The work will include electrical and controls improvements for the new equipment.

Provide coordination with the selected contractor for installation of the equipment.

Provide on-site support during installation and startup of the equipment as well as assistance for initiation of control testing (assumed duration is one week).

.

(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, all subject to the applicable standard of care. 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 Thirty-Eight Thousand and Four Hundred Dollars (\$38,400).

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Thirty-Eight Thousand and Four Hundred Dollars (\$38,400) .

3.2 Payment.

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

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

4. Authorized Representative

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

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

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

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

7. **Ownership.** Contractor agrees that all legal right, title, and interest to intellectual property, data, documents, photographs, drawings, analyses, graphs, reports, physical property or other subject matter (“**GRPUC Property**”) prepared, delivered, procured, or produced in relation to Contractor’s obligations under this Contract shall vest in GRPUC. Contractor will perform all acts necessary to ensure that all GRPUC Property is the sole property of GRPUC, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the GRPUC Property. Notwithstanding the foregoing, Contractor retains title and interest in all of its standard details, plans, specifications and engineering computation documents (“**Previously Created Works and Documents**”), whether in written or electronic form, which have been incorporated into the deliverables and documents provided to GRPUC, but which were developed by Contractor independent of this Agreement. Contractor issues to GRPUC a royalty-free, nonexclusive and irrevocable license to use the Previously Created Works and Documents for the Project.

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
Address:
7533 Sunwood Drive NW Suite 206
Ramsey, MN 55303-5119
Attn: Brian Gulden
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
By:  _____
Print Name: Brian Gulden
Title: Principal Environmental Engineer
Date: March 27, 2024

Grand Rapids Public Utilities Commission
By: _____
Print Name: Julie A. Kennedy
Title: General Manager
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 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

Data Collection and Review

Obtain existing and new data from GRPU including water chemistry data, operations data, and treatment plant records drawings.

Analyze water chemistry to determine required chemical dosages and potential side effects on water quality from feeding chlorine.

Review existing treatment facility to determine locations for chemical feed storage and equipment.

Work with Corona Environmental as directed by utility.

Develop and Submit Plans and Specifications to MDH

Develop required plan sheets and specifications for submittal to MDH.

Work with MDH to gain approval for the chemical feed systems.

Consult with MDH to determine required testing frequency.

Develop a Monitoring Plan for Control Testing

Collaborate with MDH and GRPU staff to determine sampling points and frequency of testing.

Create written procedures for control testing of water quality once the new chemical feed systems are operational.

Bidding, Installation, and Startup

Develop a proposal for solicitation of quotes from contractors for installation of the equipment.

The work will include electrical and controls improvements for the new equipment.

Provide coordination with the selected contractor for installation of the equipment.

Provide on-site support during installation and startup of the equipment as well as assistance for initiation of control testing (assumed duration is one week).



Real People. Real Solutions.

504 NW 1st Street
Suite 205
Grand Rapids, MN 55744

Item 5.

Ph: (218) 571-4347
Bolton-Menk.com

February 6, 2024

Steve Mattson
Grand Rapids Public Utilities
500 SE 4th Street
Grand Rapids, MN 55744

RE: Water Treatment Plant Chlorine Addition
Grand Rapids Public Utilities

Dear Steve,

Thank you for the opportunity to present this scope and fee letter for engineering services to assist the Grand Rapids Public Utilities (GRPU) with implementation of a temporary chlorine feed system at the GRPU Water Treatment Plant (WTP). We understand the importance of this effort and our team will work diligently to help implement the improvements in a timely manner.

Background

We understand there has been a Legionnaires outbreak at some locations in Grand Rapids, although there has not been Legionnaires found in the public water supply. However, it is desired that chlorination be added at the WTP to help eliminate current and future outbreaks. The goal of this project is to begin chlorination as soon as possible by implementing a temporary chlorine feed system. It will be advantageous to implement temporary measures that can be utilized in permanent chlorination and we will take this into consideration in our design of the improvements. Since chlorine addition can change water chemistry and create potential corrosion of lead and copper water services, this project will also include installation of a corrosion inhibitor chemical feed system. A detailed scope of work to accomplish installation and startup of the chemical feed systems is provided below.

Scope of Work

We have determined there are 5 separate tasks required to implement the chlorine and corrosion inhibitor feed systems. Those tasks are presented below.

Task 1 – Data Collection and Review

- Obtain existing and new data from GRPU including water chemistry data, operations data, and treatment plant records drawings.
- Analyze water chemistry to determine required chemical dosages and potential side effects on water quality from feeding chlorine.
- Review existing treatment facility to determine locations for chemical feed storage and equipment.

Task 2 – Develop and Submit Plans and Specifications to MDH

- Develop required plan sheets and specifications for submittal to MDH.
- Work with MDH to gain approval for the chemical feed systems.
- Consult with MDH to determine required testing frequency.

Task 3 – Develop a Monitoring Plan for Control Testing

- Collaborate with MDH and GRPU staff to determine sampling points and frequency of testing.
- Create written procedures for control testing of water quality once the new chemical feed systems are operational.

Task 4 – Bidding, Installation, and Startup

- Develop a proposal for solicitation of quotes from contractors for installation of the equipment. The work will include electrical and controls improvements for the new equipment.
- Provide coordination with the selected contractor for installation of the equipment.
- Provide on-site support during installation and startup of the equipment as well as assistance for initiation of control testing (assumed duration is one week).

Task 5 – Data Analysis and Support

- Support staff with data analysis and chemical feed adjustment based on control testing after the initial one-week startup period.
- On call services as needed.

Fees

We have calculated an estimated fee of \$38,400 to complete Tasks 1-4 as listed above. A detailed breakdown of hours for these tasks is presented in the below table. The estimated fee of \$38,400 will be billed on an hourly basis at our standard hourly rates. Compensation for Task 5 will be invoiced on an hourly basis for ongoing data analysis and support as needed.

Detailed Cost Estimate

Grand Rapids Public Utilities Chlorination Addition		Bolton & Menk, Inc.								
Task No.	Work Task Description	Principle in Charge	Project Manager	Project Engineer	Electrical Engineer	Technician		Total Hours	Total Cost	
1.0	Data Collection and Review	6	10	10				26	\$4,756	
2.0	MDH Submittal Documents	6	12	12	20	16		66	\$11,100	
3.0	Monitoring Plan	2	10	10				22	\$3,932	
4.0	Bidding/Installation/Startup	12	24	52	16			104	\$18,648	
5.0	Data Analysis and Support	On Call As Needed								
Total Hours		26	56	84	36	16		218		
Average Hourly Rate		\$206.00	\$196.00	\$156.00	\$210.00	\$90.00				
Subtotal		\$5,356	\$10,976	\$13,104	\$7,560	\$1,440				
Total Estimated Fee								\$38,436		

Thank you for the opportunity to assist GRPU with this project. We look forward to working with you and your staff. If you need any additional information or have any questions on the above, please do not hesitate to give me a call.

Respectfully submitted,

Bolton & Menk, Inc.



Brian Guldan, P.E.
Principal Environmental Engineer

CC: Morgan Salo, Bolton and Menk, Inc.
Dean Helstrom, Bolton and Menk, Inc.

Grand Rapids Public Utilities

(Authorized Representative)

(Date)

DRAFT



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 27, 2024

AGENDA ITEM: Consider a motion to ratify the procurement contract with Idexx Laboratories, Inc. for Legionella lab testing equipment for the WTP for \$13,647.87.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Water Wastewater capital purchase with a budget of \$3,500,000. \$25,000 has been spent to date.

The GRPUC Procurement Policy was followed and the procurement contract is on file.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Idexx Laboratories, Inc. for Legionella lab testing equipment for the WTP for \$13,647.87.

Capital Plan

2024 *thru* 2028

Item 6.

Grand Rapids Public Utilities Commission

Project # WATR2213
Project Name Water Plant Renovation

Department 2-Water
Contact Steve Mattson
Type Unassigned
Useful Life 30
Category Water System
Priority 02 - Significant Need
Status Active

Total Project Cost: \$7,000,000

Description
 The Water Plant has reached the end of its useful life. A major renovation is needed to update all the critical equipment.

Justification
 In order to meet the future supply needs of the growing community, a major renovation is necessary.

Prior	Expenditures	2024	2025	2026	2027	2028	Total
0	Contractor Labor	3,500,000	3,500,000				7,000,000
	Total	3,500,000	3,500,000				7,000,000

Funding Sources	2024	2025	2026	2027	2028	Total
Debt	1,000,000	3,500,000				4,500,000
Grants	2,500,000					2,500,000
Total	3,500,000	3,500,000				7,000,000

Budget Impact/Other

Prior	Budget Items	2024	2025	2026	2027	2028	Total
4,943,400	Capital Projects	3,500,000	3,500,000				7,000,000
	Total	3,500,000	3,500,000				7,000,000



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 27, 2024

AGENDA ITEM: Consider a motion to ratify the procurement contract with Luminultra Technologies for lab testing equipment for the WTP for \$8,025.03.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Water Wastewater capital purchase with a budget of \$3,500,000. \$25,000 has been spent to date.

The GRPUC Procurement Policy was followed and the procurement contract is on file.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Luminultra Technologies for lab testing equipment for the WTP for \$8,025.03.

Capital Plan

2024 *thru* 2028

Item 7.

Grand Rapids Public Utilities Commission

Project # WATR2213
Project Name Water Plant Renovation

Department 2-Water
Contact Steve Mattson
Type Unassigned
Useful Life 30
Category Water System
Priority 02 - Significant Need
Status Active

Description **Total Project Cost:** \$7,000,000
 The Water Plant has reached the end of its useful life. A major renovation is needed to update all the critical equipment.

Justification
 In order to meet the future supply needs of the growing community, a major renovation is necessary.

Prior	Expenditures	2024	2025	2026	2027	2028	Total
0	Contractor Labor	3,500,000	3,500,000				7,000,000
	Total	3,500,000	3,500,000				7,000,000

Funding Sources	2024	2025	2026	2027	2028	Total
Debt	1,000,000	3,500,000				4,500,000
Grants	2,500,000					2,500,000
Total	3,500,000	3,500,000				7,000,000

Budget Impact/Other

Prior	Budget Items	2024	2025	2026	2027	2028	Total
4,943,400	Capital Projects	3,500,000	3,500,000				7,000,000
	Total	3,500,000	3,500,000				7,000,000



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 27, 2024

AGENDA ITEM: Consider a motion to approve the procurement contract with Schwing Bioiset for one screw section for the custom screw conveyor in the WWT solids process building for \$47,177.02 and allow the General Manager to sign the contract.

PREPARED BY: Steve Mattson

BACKGROUND:

This purchase is part of the approved WWT Capital Budget of \$50,000. This is a custom built screw and therefore is a single source purchase. Procurement Policy G.030 was followed.

RECOMMENDATION:

Consider a motion to approve the procurement contract with Schwing Bioiset for one screw section for the custom screw conveyor in the WWT solids process building for \$47,177.02 and allow the General Manager to sign the contract.

Capital Plan

2024 *thru* 2028

Item 8.

Grand Rapids Public Utilities Commission

Department 4c-WWT Primary Plant

Contact Steve Mattson

Type Unassigned

Useful Life 10

Category WW System

Priority 02 - Significant Need

Status Active

Project # WWPP2103
Project Name Sludge Screw Conveyor - Screw Replacement

Total Project Cost: \$188,535

Description

There are five sections of screw for the custom sludge scw conveyor. In order to maintain runnability, the second and third screw should be replaced.

Justification

There are five sections of screw for the custom sludge scw conveyor. In order to maintain runnability, the second and third screw should be replaced. The first section was replaced in 2020 which significantly improved the operation of the conveyor and reduced maintenance downtime.

Prior	Expenditures	2024	2025	2026	2027	2028	Total
138,535	Purchases	45,000					45,000
	Labor	5,000					5,000
Total	Total	50,000					50,000

Prior	Funding Sources	2024	2025	2026	2027	2028	Total
138,535	Customer Contributions-UPM	50,000					50,000
Total	Total	50,000					50,000

Budget Impact/Other

Prior	Budget Items	2024	2025	2026	2027	2028	Total
138,535	Capital Projects	50,000					50,000
Total	Total	50,000					50,000

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 Schwing Bioiset, located at 350 SMC Drive Somerset, WI 54025 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotations from contractors for Line 30 from Quote NO: 60718448. 39314704 WMT-Screw 20”x 17’-7” RH 304SST (“**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 February 29th, 2024. 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 November 1st 2024, or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional year, in increments as determined by GRPUC, through a duly executed amendment.

2. Contractor’s Duties

2.1 The Contractor shall:

Provide 1 Screw Conveyor section line 30 on quote no: 60718448 20” 17’-7” RH

(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.

3.5 Seller warrants its new equipment against defects in material and workmanship under normal use and service, and which shall not have been subject to misuse, negligence, or accident, for a period of one (1) year that shall commence upon startup or ninety (90) days from delivery, whichever occurs first. Seller will replace or repair free of charge, F.O.B. jobsite, such part or parts thereof as in its sole judgment shall be deemed defective. Due to the specialized nature of Seller material handling equipment, Seller field service technicians shall not be restricted in adjusting or repairing Seller furnished equipment, regardless of collective bargaining agreements entered into by other parties. This warranty shall not apply to any equipment manufactured by us which shall have been loaded or operated beyond its rated capacity as specified by Seller. Damage resulting from improper installations or alterations outside our plant will be considered as misuse and not as a defect. Certain parts of the equipment provided by Seller such as the pumping cylinders, valves, pumping rams, screw flights, sliding frame components, trough liners for screws etc. in contact with material, are subject to normal wear. This normal wear is not covered under this warranty. Seller shall not be liable for consequential damages or injuries of any kind, or for expenses, losses, or delays incidental to any failure. Seller reserves the right to make changes and improvements in its product without incurring any obligation to install any such changes or improvements in its 3 products previously manufactured. All warranty is void if equipment is not serviced by a Schwing Bioset certified technician from delivery through termination of warranty period. In the event of a defect or issue with Schwing Bioset supplied equipment, buyer shall notify Schwing Bioset in writing of said defect and offer Schwing Bioset reasonable opportunity to cure. This warranty is in lieu of any other warranty expressed or implied or any other obligation or liability on the part of Seller, and no other person is authorized to make any representations or warranties beyond those herein expressed. Without limiting the generalities of the foregoing, **THERE IS NO IMPLIED WARRANTY OF MARKETABILITY AND NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**

4. Consideration and Payment

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

4.1.1 Compensation. The Contractor will be paid Forty-Five Thousand One Hundred and Seventy-Seven Dollars and Two Cents (\$45,177.02) in accordance with **Exhibit D**.

4.1.2 Plus, a not to exceed price of \$2,000 dollars for shipping and handling.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Forty-Seven Thousand One Hundred and Seventy-Seven Dollars and Two Cents (\$47,177.02).

4.1.3 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**.

4.1.4 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.

5. 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 Jay Boughner Aftermarket Support at the following business address: 350 SMC Drive, Somerset, WI 54025, and the following telephone number: 715-504-1433, or his/her successor. If the Contractor’s Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

6. 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]

Schwing Bioset

Grand Rapids Public Utilities Commission

By: Jay Boughner _____

By: _____

Print Name: Jay Boughner _____

Print Name: Julie A. Kennedy

Title: Aftermarket Support _____

Title: General Manager

Date: 2/29/2024 _____

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.

5.3 Indemnification. Seller agrees to indemnify and hold Buyer harmless from the amount of any final judgment entered against Buyer for injury or death to any person (including employees of Buyer and Seller) or damage to tangible property of Buyer and based solely upon: (a) Seller's defective manufacture of equipment sold to Buyer; (b) Seller's violation of any applicable laws, rules or regulations in connection with the manufacture of said equipment, or (c) Seller's gross negligence or intentional misconduct. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

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. Intellectual Property Rights.

8.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

8.1.1 "**Documents**" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

8.1.2 "**Pre-Existing Intellectual Property**" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

8.1.3 "**Works**" means all inventions, improvements, discoveries (whether or not patentable), data, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, maps, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "**Works**" includes Documents.

8.2 Ownership. GRPUC owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of GRPUC and all such Documents must be immediately returned to GRPUC by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to GRPUC. The

Contractor must, at the request of GRPUC, execute all papers and perform all other acts necessary to transfer or record GRPUC's ownership interest in the Works and Documents.

8.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants GRPUC a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's Pre-Existing Intellectual Property that are incorporated in the Goods or Services that are purchased through the Contract.

8.4 Obligations.

8.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give GRPUC's Authorized Representative written notice thereof, and must promptly furnish GRPUC's Authorized Representative with complete information and/or disclosure thereon.

8.4.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of GRPUC, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

8.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify, defend, and hold harmless GRPUC, at the Contractor's expense, from any action or claim brought against GRPUC to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or GRPUC's opinion is likely to arise, the Contractor must, at GRPUC's discretion, either procure for GRPUC the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of GRPUC will be in addition to and not exclusive of other remedies provided by law.

9. 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.

10. 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.

11. Publicity and Endorsement.

11.1 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.

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

12. 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.

13. 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.

14. General / Miscellaneous.

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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

Schwing Bioset
Address: 350 SMC Drive
Somerset, WI 54025
Attn: Jay Boughner
Email:
jayb@customconveyorcorp.com

14.6 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.

14.7 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.

14.8 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.

14.9 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.

14.10 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.

14.11 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.

14.12 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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1.

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: \$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:

- 4.4 \$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.

4.5 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. 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

Provide 1 Screw Conveyor section line 30 on quote no: 60718448 20” 17’-7” RH

Exhibit D: Price and Payment Schedule

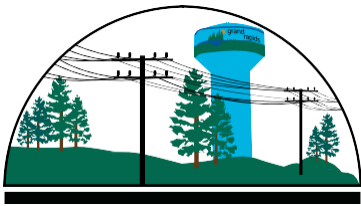
The Contractor will be paid Forty-Five Thousand One Hundred and Seventy-Seven Dollars and Two Cents (\$45,177.02) for one screw conveyor section 39314705. Plus freight charges not to exceed Two Thousand Dollars (\$2,000).

The Total obligation and liability of GRPUC under this Contract will not exceed Forty-Seven Thousand One Hundred and Seventy-Seven dollars and Two Cents (\$47,177.02).

Total: \$47,177.02

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

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



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SAFETY REPORT March 2024 Commission Meeting

Safety Topic Last Month

Safety Brad trained all employees on First Aid on February 14 & 15.

Safety Topic This Month

Safety Brad trained all employees on OSHA required courses, Employee Right to Know, Bloodborne Pathogens, AWAIR and 300a log on March 14th.

Incidents Reported last Month by Department

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

Cumulative Incidents for 2024

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

Total FROI 1

Recordable Incident 5-year History

	2020	2021	2022	2023	2024
ADMIN	0	0	0	0	0
BUS SVCS	0	0	0	1	0
ELEC	0	0	0	0	0
W-WW	3	1	0	0	0
TOTAL	3	3	0	1	0



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 27, 2024

AGENDA ITEM: Consider a motion to approve the GRPU 2023-2028 Strategic Plan.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

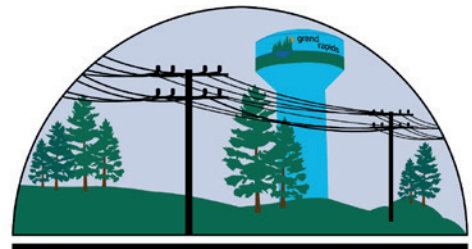
In June 2023, GRPU contracted with MMUA for professional services to provide consulting services for the development of a long-range strategic plan. Over the past 10 months, the Commission and staff have conducted in-person meetings, stakeholder engagement, and review of the Strategic Plan.

RECOMMENDATION:

Consider a motion to approve the GRPU 2023-2028 Strategic Plan.

STRATEGIC PLAN

2023-2028



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CONTACT US



500 SE 4th St,
Grand Rapids, MN 55744



Office hours are M-F
8:30 AM to 4:30 PM



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info@grpuc.org

GRPUC.ORG

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GRAND RAPIDS PUBLIC UTILITIES COMMISSION



Front row l-r: Tom Stanley, President, and Julie Kennedy, General Manager and Liaison. Back row l-r: Rick Smith, Commissioner, Dale Adams, City Council Representative, Luke Francisco, Secretary, and Nancy Saxhaug, Commissioner.

A MESSAGE FROM THE COMMISSION

The Grand Rapids Public Utilities Commission (GRPUC) is a branch of the City government with full control, operation, and management of the electrical power distribution system, the water production, treatment, and distribution systems, and the wastewater collection and treatment systems in Grand Rapids. We are honored to serve on behalf of our ratepayers.

Grand Rapids has one of the best municipal utilities systems anywhere. From the Commission to the staff team to our energy partners, we all work hard to make sure GRPU meets the needs of our community and operates with excellence.

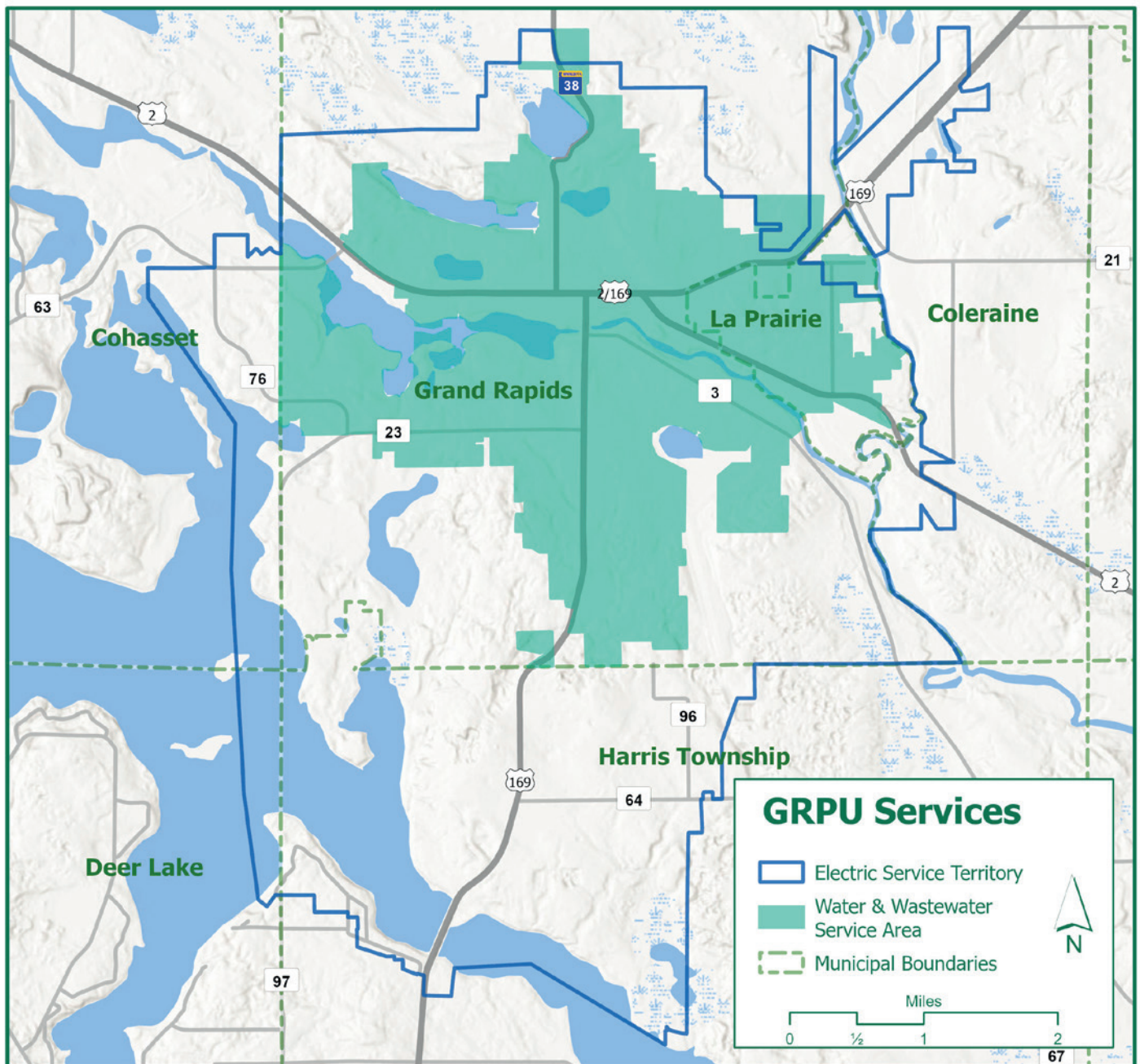
If the past few years have taught us anything, it is that the unexpected can happen. From tornadoes to pandemics to industrial demand changes, our system has to be ready for whatever is happening in Grand Rapids.

So in the spring of 2023, the GRPUC decided to envision, document, and carry out a set of actions that will position our utility — and our community — to thrive regardless of whatever circumstances may lie ahead. The strategic plan you are reading is the result of that work. It will allow us to be proactive in the days ahead and to recover more quickly when outside forces throw us a curve ball.

The actions described in this plan are intended to ensure the Grand Rapids Public Utilities system is reliable, resilient, and sustainable both economically and environmentally. We didn't create the plan in a vacuum. You, the ratepayers, own this utility from the wires to the water pipes. So we came to you for input over the summer of 2023, and we incorporated your priorities into this roadmap for GRPU's future.

As stewards of this valuable community resource, we will continue to listen to you and adjust the plan as needed in the days ahead. Thank you for allowing us to serve you.

GRAND RAPIDS PUBLIC UTILITIES SERVICE AREA



Esri, NASA, NGA, USGS, FEMA

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.



Our History and General Information

Founding and purpose. In March 1910, leaders in Grand Rapids established the community's Water, Light, Power, and Building Commission. Their foresight paved the way for the current infrastructure serving our community and an independent public utilities organization answerable directly to ratepayers.

For 113 years—a period spanning nearly six generations—the Grand Rapids Public Utilities Commission (GRPUC) has built infrastructure and made decisions aimed at ensuring accessible and economical public utility services to the greater Grand Rapids area. Grand Rapids Public Utilities (GRPU) is a valuable public asset and plays an integral role in the life of our community.

Governance. The GRPUC is a branch of the city government charged by Section 412.321, Minnesota Statutes, with full control, operation and management of the electric power distribution system, the water production, treatment and distribution systems, and the wastewater collection and treatment systems. The GRPUC is comprised of five Commission Board members ("Commissioners") appointed by the Grand Rapids City Council. A member of the Grand Rapids City Council also serves as one of the five Commissioners.

Service area. The area served by GRPU includes the cities of Grand Rapids, LaPrairie, Cohasset and certain outlying areas nearby.

Electric utility. GRPU distributes electrical power to more than 7,600 customers including approximately 6,000 city customers and 1,200 rural customers (including the City of LaPrairie).

Minnesota Power (MP) provides wholesale electricity under a long-term contract that extends through December 31, 2029. The contract requires no minimum purchase of power and provides that GRPU may add new customer-owned renewable generation capacity up to ten percent (10%) (non-cumulative) of the total GRPU load.

GRPU receives power at 115 kV and transforms it to 22.9 kV for distribution to 6 major substations, 5 rural step-down stations, or directly transformed to consumer applicable voltages. The main 115 kV-to-22.9 kV substation was constructed in 2005 at a cost of \$2.3 million dollars; it was financed through reserves. The Tioga 115 kV-to-22.9 kV substation was constructed in 2018 for \$1.4 million dollars. GRPU's electrical distribution system consists of 150 overhead and 222 underground conductor miles. GRPU is responsible for all construction, operation, and maintenance of the electric distribution system.

In 2022, MP and GRPU brought the Itasca Clean Energy solar and battery facility online. This facility includes a 2-megawatt solar array paired with a 1 megawatt, 2.5-hour lithium ion battery. It is surrounded by pollinator-friendly vegetation. The system's solar array began generating power in April 2022, and the battery energy storage system began operating in October 2022. The solar array has an anticipated 25-year lifespan, and the energy stored in the batteries is discharged during peak usage periods to reduce the wholesale power need.





Our History and General Information (continued)

Water utility. GRPU provides potable water for more than 3,300 customers including residents of Grand Rapids, 2 industrial customers, the City of LaPrairie, and MN North College-Itasca Campus.

GRPU's source of water is five wells with a combined pumping capacity ranging from 1,600 to over 2,500 gallons per minute. In 1987, GRPU constructed the water treatment facility capable of treating 3.24 million gallons of water per day. Water treatment consists of aeration, gravity filtration, and zeolite softening. Treated water is stored in a 0.5-million-gallon underground water reservoir and pumped to the distribution system using high service pumps. The distribution system includes three 0.5-million-gallon elevated storage reservoirs and 81 miles of cast and ductile iron distribution mains consisting mostly of 6", 8", and 12" pipe. GRPU is responsible for the construction, operation, and maintenance of the production and treatment facilities and the replacement of the distribution system assets.

Wastewater utility. Wastewater collection and treatment services are provided to 3,209 city customers and 14 rural customers. GRPU also provides primary and secondary treatment for one large industrial customer, the City of Cohasset, the City of LaPrairie, and MN North College-Itasca Campus.

Wastewater collection is provided through a 68-mile system of gravity and force mains. The system includes 18 sewage lift stations located throughout Grand Rapids. The wastewater treatment facilities consist of the industrial screening/pumping station, the industrial primary treatment plant, the secondary treatment plant, and the sludge landfill. The facilities treat an average of 5.5 million gallons of waste effluent per day, 4.0 million gallons from UPM/Blandin Paper Company, and 1.5 million gallons from domestic users. GRPU is responsible for the replacement,

operation, and maintenance of the wastewater collection and treatment facilities.

Administrative facilities. In 1996, GRPU constructed a combined service center building to house GRPU staff who are not located at the Water Treatment or Wastewater Treatment Plants. The City of Grand Rapids leases a portion of the building for the City's Public Works Department. The combined service center facility has allowed GRPU and the City to combine certain functions in order to provide better and more efficient services to their constituents.

Community contributions. In addition to GRPU's direct impact on the community through the vital utility services it provides, GRPU returns more than \$882,000 annually from its electric utility to the city as a "Payment in Lieu of Taxes" or PILOT. The PILOT makes GRPU the largest taxpayer to the city, while it still maintains electric service rates competitive with regional cooperative and investor-owned electric utilities.

Financial management. Each December, the GRPUC adopts an annual, non-appropriated budget that includes both capital outlays and operating revenues and expenses. The budget is based on the overall financial plan for GRPU, taking into consideration the results of various cost-of-service studies that project anticipated revenues and required expenditures over a five-to-seven-year period.

Budget-to-actual comparisons are made on a quarterly basis, and appropriate corrective action is taken if necessary. To date, the annual financial plan has not been linked with a comprehensive strategic plan, although periodic capital improvement plans and project-specific planning has occurred at various times in the past.

PLANNING PROCESS AND ASSUMPTIONS

Since its founding, GRPU has consistently evolved to meet the needs of its customers and the ever-changing economy in Grand Rapids. GRPU provides excellent utility services, having benefitted over the years from robust community support, strong leadership from the Grand Rapids Public Utilities Commission (GRPUC), and dedicated, knowledgeable staff.

Rationale for Adopting a Comprehensive Planning Process

Throughout its 113 years, GRPU has engaged in various planning processes aimed at ensuring the utility is prepared for the changing requirements of the town. However, there has not been an ongoing, consistent, strategic planning and execution process. In early 2023, the GRPUC and its General Manager (GM) committed to adopting such a disciplined approach for the utility in order to facilitate the achievement of the organization's stated objectives in the years ahead.

To begin the new process, the GRPUC articulated the following aims:

- To pause and listen to stakeholder feedback in a structured manner, giving us insight into their current perceptions of GRPU's services and expectations around changing needs;
- To create an initial strategic plan that articulates a vision for the future that is actionable and supports intentional decision-making over time;
- To use the resulting plan as the framework for annual work plans that are practical, measurable, and financially feasible;
- To produce outcomes that align with the current and anticipated requirements of the Grand Rapids community; and

- To commit to an annual, systematic process of reviewing and updating our plans in light of changing needs and circumstances, thus positioning GRPU as a dynamic public asset worthy of enthusiastic ongoing support by its stakeholders.

To accomplish these aims, we:

- Met in an initial work session with key staff members and a facilitator from the Minnesota Municipal Utilities Association (MMUA) to map out a process to achieve these goals;
- Conducted an anonymous electronic survey of ratepayers, staff, and other stakeholders;
- Reviewed data from a variety of sources including GRPU, MMUA, and the American Public Power Association (APPA);
- Referred to the strategic plans and processes from related organizations in the utilities space including APPA, MMUA, and others; and
- Surveyed available information related to the forces impacting utilities in general and municipal utilities in particular.

With all this information in mind, the GRPUC and key staff members met in a subsequent multi-day planning session to determine the path forward that will best serve our ratepayers and strengthen our utility services in the coming five years or so.

PLANNING ASSUMPTIONS

The utilities industry overall is experiencing rapid change. Climate-related factors, governmental initiatives, and advancing technologies are all driving system evolution at a speed not seen in more than a century. The surge in demand for renewable energy sources, focus on environmental sustainability, conversion to electric vehicles, new demands from customers such as data miners and those seeking interconnection with co-generators, grid updates, evolving water and land rights, aging infrastructure, and more, are all producing enormous challenges for utilities similar to GRPU.

Whether utilities like GRPU are responsible for electricity, gas, water, wastewater, storm sewer, or any other municipal utility services, they must strive to develop intelligent solutions and efficient operations. If the utilities are not reliable, affordable,

and sustainable, their customers and communities may fail to see the value in local ownership. While balancing these concerns, municipal utilities are obligated to ensure their infrastructure is safe and secure, both in today's environment and into the future.

Municipal utility leaders like the GRPUC bear much of the responsibility for successfully navigating the immense transitions that will occur in the next twenty years. It is a heavy load to carry, yet we accept the challenge. As we do so, we assess our 2023 baseline circumstances (strengths, weaknesses, opportunities, and threats or SWOT) as follows.

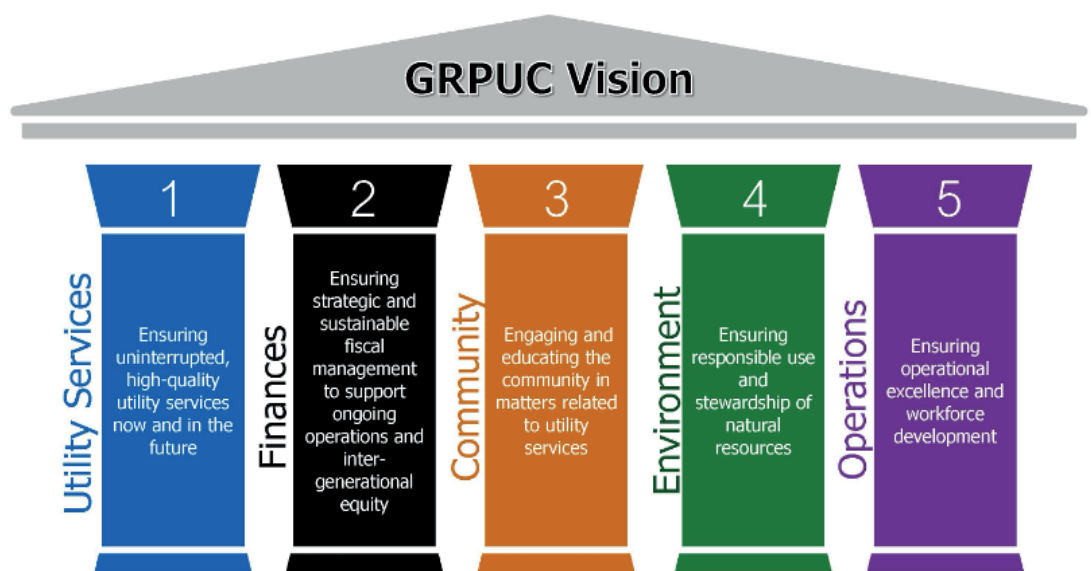


OUR STRATEGIC INTENT: A DYNAMIC PUBLIC ASSET

This strategic plan is designed to ensure GRPU is behaving in a proactive manner with respect to its present operations and its anticipated future needs. In short, we aspire to strengthen the organization as we see it through the energy transition that is underway and as our community evolves due to changing demographic patterns in our region, the actions of state and local government, local business decisions, and individual preferences.

Whatever may happen that is outside of our control, GRPU aims 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.

The plan that follows will move us toward this vision. It is organized around five “pillars” of activity and intended results areas. These, we believe, are essentially timeless and represent the major components of any sound utility operation. They can be depicted as shown in the diagram on the following page.



The Strategic Pillars Supporting Our Mission

We also recognize that conditions change, and we must be able to respond to circumstances as they arise. It is our intention to fulfill this plan and to adjust it periodically to address emerging realities.

We provide the following principles to guide our decision-making between plan revisions and as we consider alternatives throughout the plan period.

- **Growth should be embraced.** As our community grows and its needs evolve, GRPU should position itself to have maximum flexibility in how it meets the increasing requirements on its system. We will consider expanding GRPU’s service territory whenever doing so can be justified in light of the costs and expected future load.
- **Our financial approach** must balance both short-term needs and long-term priorities. We prefer to be proactive in the repair, replacement, and expansion of utility infrastructure, even if that means incurring debt from time to time.
- **Our relationship with key stakeholders** should balance their needs and priorities with our own. We recognize that certain business decisions will always be, either due to necessity or preference, transactional in nature. However, we do not wish to operate with a purely transactional mindset with respect to our important relationships. When possible, practical, and in the best interests of our ratepayers, GRPU will cultivate a shared future with key stakeholders.
- **The natural environment** is a resource we all share, and it is one of the greatest added values to the quality of life in Grand Rapids. Consequently, GRPU will pay attention to the impact its operations and future decisions may have on the environment and take pains to minimize any negative impact. Simultaneously, we will attend to the requirements of system

reliability and cost. We will listen to our ratepayers when these interests seem to collide and we have discretion over the paths that may be chosen.

- **Our employees** are valuable partners in the achievement of our goals and the delivery of the utility services on which our community depends. We will compensate them fairly, train, encourage, and help them to develop careers within our organization, and hold both them and ourselves to the highest standards of professional conduct.



STRATEGIC PILLARS

Following are GRPU's objectives for the next five years. They are aspirational, and will be attained through the process of breaking the objectives down into specific, measurable, achievable, relevant, and timely (SMART) goals. These will be documented annually in the period's operating plan and supported by the approved budget.



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 ensuring uninterrupted, high-quality utility services now and in the future.

1. GRPU will develop and begin to execute a long-term (i.e., no less than five year, no greater than twenty year) infrastructure replacement plan that also accounts for anticipated system growth of up to 20% and gradual undergrounding of the electrical system.
2. GRPU will complete the renovation of its water treatment facility to improve operations and ensure adequate future capacity.
3. GRPU will complete the process of jetting its sanitary sewers.
4. GRPU will assess and address customer expectations regarding future technology upgrades they may expect or desire as our system evolves.
5. GRPU will adopt policies and develop contingency plans to:
 - a. manage risks to infrastructure that may result from the activities of bad actors.
 - b. manage risks associated with grid failures or the inability of our single source of power to meet its obligations.



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 ratepayers. 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 inter-generational equity.

1. GRPU will develop a financial forecast model that accounts for capital expenditures as described in objective US-1 above, including inflation assumptions, target dates, key performance indicators, and decision criteria. The model will account for supply chain issues that may require placing orders years in advance of anticipated project execution.
2. GRPU will take preparatory steps to ensure debt or emergency funding can be obtained quickly should an unexpected infrastructure failure require unplanned expenditures that cannot be addressed with existing resources.
3. GRPU will explore and, when both feasible and practical, adopt an updated rate structure that accounts for the evolving use patterns resulting from electrification (e.g., transition to electric vehicles, distributed energy resources/adoption of solar by home and business owners, etc.).



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. GRPU will develop and execute a comprehensive community education plan for adults and children to increase community knowledge of GRPU utility services, provide tactics ratepayers can employ to influence usage and costs, and teach interested parties about environmental impact.
2. GRPU will develop and execute a robust community communication plan for the purpose of informing stakeholders about GRPU's activities, explaining the impact of GRPU initiatives such as the battery plus storage installation, inviting their involvement in important GRPU initiatives, and fostering an increase in the perceived value of hometown utility services vis-à-vis the alternatives.
3. Supported by the work in objectives EC-1 and EC-2, GRPU will work with city and county stakeholders to position the features and benefits of GRPU's services as an important value-add for those seeking a new residential or commercial home.



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. GRPU will operate in a manner that is 100% compliant with all environmental regulations.
2. GRPU will develop and promote programs that demonstrate the sustainability of the utility's operations.
3. GRPU's employees will have the resources and training to necessary to demonstrate to the community that we are protecting the environment while conducting our operations.

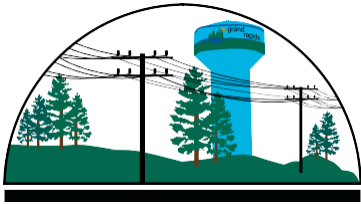


Operational Excellence (OE)

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. GRPU will create a workplace environment that fosters employee satisfaction, engagement, and well-being, leading to increased productivity, reduced turnover, and enhanced overall organizational performance by:
 - a. Enhancing workplace culture through clear communication, tracking, and reporting structures using tools and manners that resonate with team members.
 - b. Investing in employee growth through a robust training and development program that provides opportunities for continuous improvement, learning and upskilling through both internal and external resources.
 - c. Prioritizing work-life balance with flexible work arrangements to the extent that is feasible, encouraging employees to take regular breaks and vacations, and fostering a culture that respects employees' time outside of work.
 - d. Recognizing and rewarding excellence through regular feedback, competitive compensation and benefits, and appropriate public recognition to attract and retain the talented individuals who will help us achieve our vision while treating our customers with skill and respect.
 - e. Fostering a collaborative environment both within GRPU and in our work with other stakeholders (e.g., City of Grand Rapids, Minnesota Power, etc.) by promoting teamwork, cross-functional projects, and knowledge sharing; facilitating team-building activities and events to strengthen relationships and trust among team members; and providing tools and technology that enhance communication.
2. GRPU will collaborate with the City of Grand Rapids to select and implement new enterprise resource planning (ERP) software to lower operational costs, improve decision-making at all levels with more accurate and timely data, and promote proactive planning, funding and accomplishment of capital improvement projects throughout the community.





GRAND RAPIDS
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Item 11.

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ADMINISTRATION DEPARTMENT MONTHLY REPORT March 2024 Commission Meeting

GRPU Office Closure

- GRPU offices will be closed on March 29, 2024, in observance of the Good Friday holiday

Human Resources

- IS Locator / GIS Technician interviews being conducted, anticipated hire in the next week
- Temp, PT Administrative Assistant / CSR interviews being conducted, anticipated hire in the next week
- 2024 Q2 all-employee meeting on May 9, 2024
- Currently in negotiations for 2024-2026 AFSCME labor contract

Public Involvement

- Participating in the City Government Academy Program that starts April 3, 2024

Governance

- Joint City Council & GRPU Commissioner meeting – will be either April 18 or 23, 2024

Legislative Efforts

- Unfortunately, I was not able to attend the APPA rally in Washington, DC at the end of February. Below is some of the information from the meeting:
 - [MMUA Federal Issues Flyer for the 2024 APPA Legislative Rally](#)
 - [Senator Klobuchar's video in her absence at the Rally](#)



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: March 27, 2024

AGENDA ITEM: Consider a motion to adopt Resolution 03-27-24-01 approving reimbursement of expenditure for the new GRPU Enterprise Resource Planning (ERP) software and implementation.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

The contract has been executed with SpryPoint for the GRPU utility billing software. The total cost is \$474,200. The joint city/utility ERP software costs were received and total \$739,351, of which the city share is \$345,628 and GRPU share is \$393,723. Total cost of both software projects is \$1,213,551.

The Commission reviewed three funding options with information provided by Ehlers at the March 13 work session.

The City is reviewing the funding options on March 24 and staff recommendation is to issue seven-year debt for \$1,000,000 jointly for the City and GRPU software costs.

To bond for the GRPU share of the software project, the attached prepared reimbursement resolution is necessary.

RECOMMENDATION:

Adopt the attached resolution 03-27-24-01 approving reimbursement of expenditures for the new enterprise resources planning (ERP) software and implementation costs.

RESOLUTION NO. 03-27-24-01

**DECLARING THE OFFICIAL INTENT OF
THE GRAND RAPIDS PUBLIC UTILITY COMMISSION
TO REIMBURSE CERTAIN EXPENDITURES FROM THE
PROCEEDS OF BONDS TO BE ISSUED BY THE CITY
OF GRAND RAPIDS**

WHEREAS, the Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the “Reimbursement Regulations”) providing that proceeds of tax-exempt obligations used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; and

WHEREAS, the Grand Rapids Public Utilities Commission (the “GRPUC”), which is the municipal utility of the City of Grand Rapids, Minnesota (the “City”) and the City expect to incur certain expenditures that may be financed temporarily from sources other than tax-exempt obligations, and reimbursed from the proceeds of a tax-exempt obligation; and

WHEREAS, the GRPUC has determined to make this declaration of official intent (the “Declaration”) to reimburse certain costs from proceeds of tax-exempt obligations in accordance with the Reimbursement Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE GRAND RAPIDS PUBLIC UTILITIES COMMISSION:

1. The GRPUC and the City propose to undertake the acquisition and installation of new computer software including but not limited to an enterprise resource planning system and utility billing software (the “Project”).

2. The GRPUC reasonably expects to reimburse itself for the expenditures made for certain costs of the Project from the proceeds of tax-exempt obligations to be issued by the City in an estimated maximum principal amount of \$875,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the tax-exempt obligations, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

3. This Declaration has been made not later than sixty (60) days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of tax-exempt obligations, except for the following expenditures: (a) costs of issuance of tax-exempt obligations; (b) costs in an amount not in excess of \$100,000 or five percent (5%) of the proceeds of an issue; or (c) “preliminary expenditures” up to an amount not in excess of twenty percent (20%) of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term “preliminary expenditures” includes architectural, engineering, surveying, tax-exempt obligation issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

4. This Declaration is an expression of the reasonable expectations of the GRPUC based on the facts and circumstances known to the GRPUC as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the tax-exempt obligations described in paragraph 2 are consistent with the GRPUC’s budgetary and financial circumstances. No sources other than proceeds of tax-exempt obligations to be issued by the City are, or are reasonably expected to be, reserved, allocated

on a long-term basis, or otherwise set aside pursuant to the GRPUC's budget or financial policies to pay such Project expenditures incurred by GRPUC.

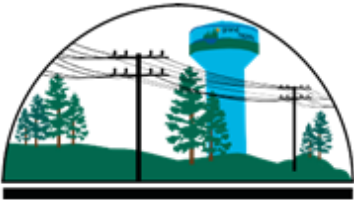
5. This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

Approved this March 27, 2024 by the Grand Rapids Public Utility Commission.

President

Witness:

Secretary



**GRAND RAPIDS
PUBLIC UTILITIES**

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BUSINESS SERVICES DEPARTMENT MONTHLY REPORT March 2024 Commission Meeting

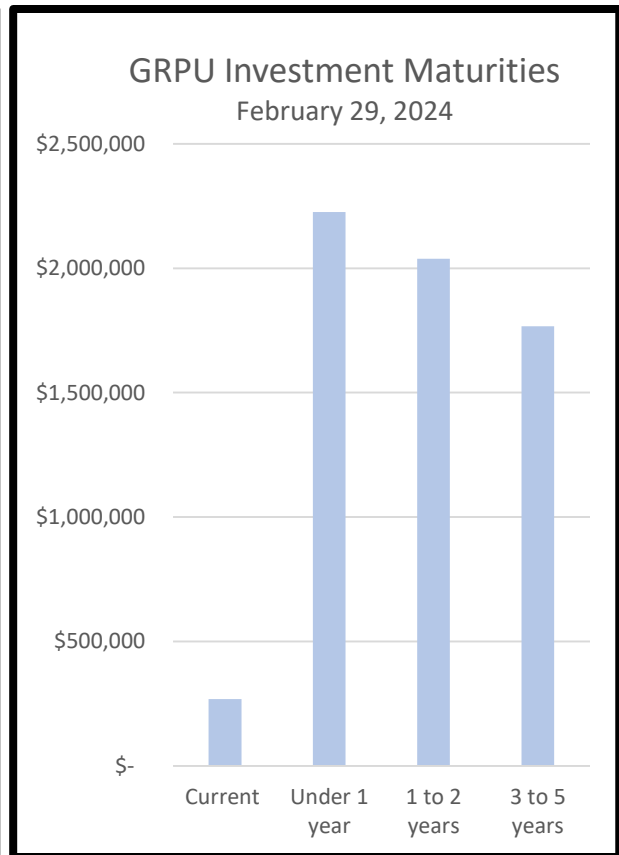
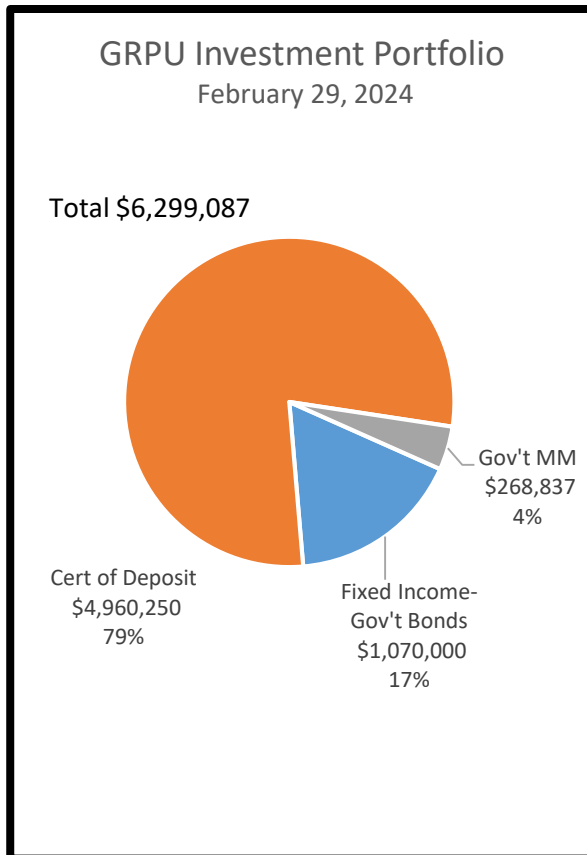
SAFETY

RELIABILITY

CUSTOMER SERVICE

Governments have a fiduciary responsibility in managing their funds, including the ongoing management and monitoring of investment activity. Investments increased from \$2,658,837 at EOY 2022 to \$6,299,087 as of February 29, 2024.

SAFETY OF ASSETS – INVESTMENTS



CUSTOMER SERVICE – CUSTOMER-FOCUSED COMMUNICATION CAMPAIGNS

February 2024 customer focused communication was caring fund.

Grand Rapids Public Utilities' Caring Fund ... where a little change can change a lot. When you choose to round your payment up to the next whole dollar amount, G.R.P.U. donates that amount to the Caring Fund administered by the Grand Rapids Area Community Foundation. All Caring Fund donations will be used for your neighbors in utility crisis by providing small grants for emergency needs. You can sign up at www.grpuc.org or visit us on Facebook. Grand Rapids Public Utilities ... service is their nature.

February & March 2024 customer focused communication was about Legionella.

BY THE NUMBERS - unaudited

Electric - 2023

Actual Net Operating Income	\$1,637,600
Budgeted Net Operating Income	\$1,776,000

Water - 2023

Actual Net Operating Income	\$ 92,000
Budgeted Net Operating Income	\$183,600

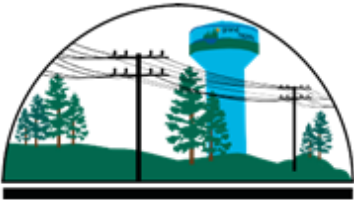
Wastewater Collection – 2023

Actual Net Operating Income	\$772,800
Budgeted Net Operating Income	\$469,800

Electric actual revenues were less than budget by approximately \$800,000 in retail sales. Expenses were less than the budget by approximately \$670,000 with the majority reduction linked to less purchased power costs.

Water actual revenues were slightly greater than the budget. Expenses were greater than the budget for main and hydrant repairs and maintenance by \$100,000.

Wastewater Collection actual revenues were slightly greater than the budget. Expenses were less than the budget by \$400,000 mainly due to less main repairs and maintenance.



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ELECTRIC DEPARTMENT MONTHLY REPORT March 2024 Commission Meeting

Reliability Report Last Month

SAIDI:	0.03	Avg Minutes / Customers Served	CAIDI:	2.14	Avg Minutes / Customer Out	Total Customers Out:	120
SAIFI:	0.02	Cust Outages / Customers Served	CAIFI:	0.050	Avg Outages / Customer Out	Total Reported Hours:	4
Active:	7644	Active Electric Customers	Outages:	6	Total Number of Outages	Total Customer Hours Out:	44
ASAI:	99.99993	Average Percent System Available					

In February, the GRPU electrical system experienced an outage caused by wildlife, specifically a squirrel, impacting 113 customers. Swift response from electric crews promptly resolved the issue. Additionally, three instances of worn equipment were addressed and rectified, with two additional planned repairs of infrastructure.

Outage Time	Restored Time	Outage Type	Duration (Hours)	Customers Out	Customer Hours
2/1/2024 9:21:34 AM	2/1/2024 9:41:41 AM	Wildlife -r-	0.34	113	37.89
2/6/2024 9:39:44 AM	2/6/2024 11:34:29 AM	Scheduled -r-	1.91	1	1.91
2/7/2024 10:00:37 AM	2/7/2024 10:39:15 AM	Scheduled -r-	0.64	1	0.64
2/9/2024 5:37:51 AM	2/9/2024 5:39:09 AM	Equipment -r-	0.02	1	0.02
2/10/2024 12:38:40 PM	2/10/2024 2:00:04 PM	Equipment -r-	1.36	3	4.07
2/19/2024 7:58:30 AM	2/19/2024 7:59:07 AM	Equipment -r-	0.01	1	0.01

Figure 1: Outage Information by Type

Electric Load Graph Last Month

February's Monthly Peak of 24,383 kW occurred on the 29th. The battery was used to shift the peak from the 28th to the 29th. Solar production is climbing as we move closer to summer.

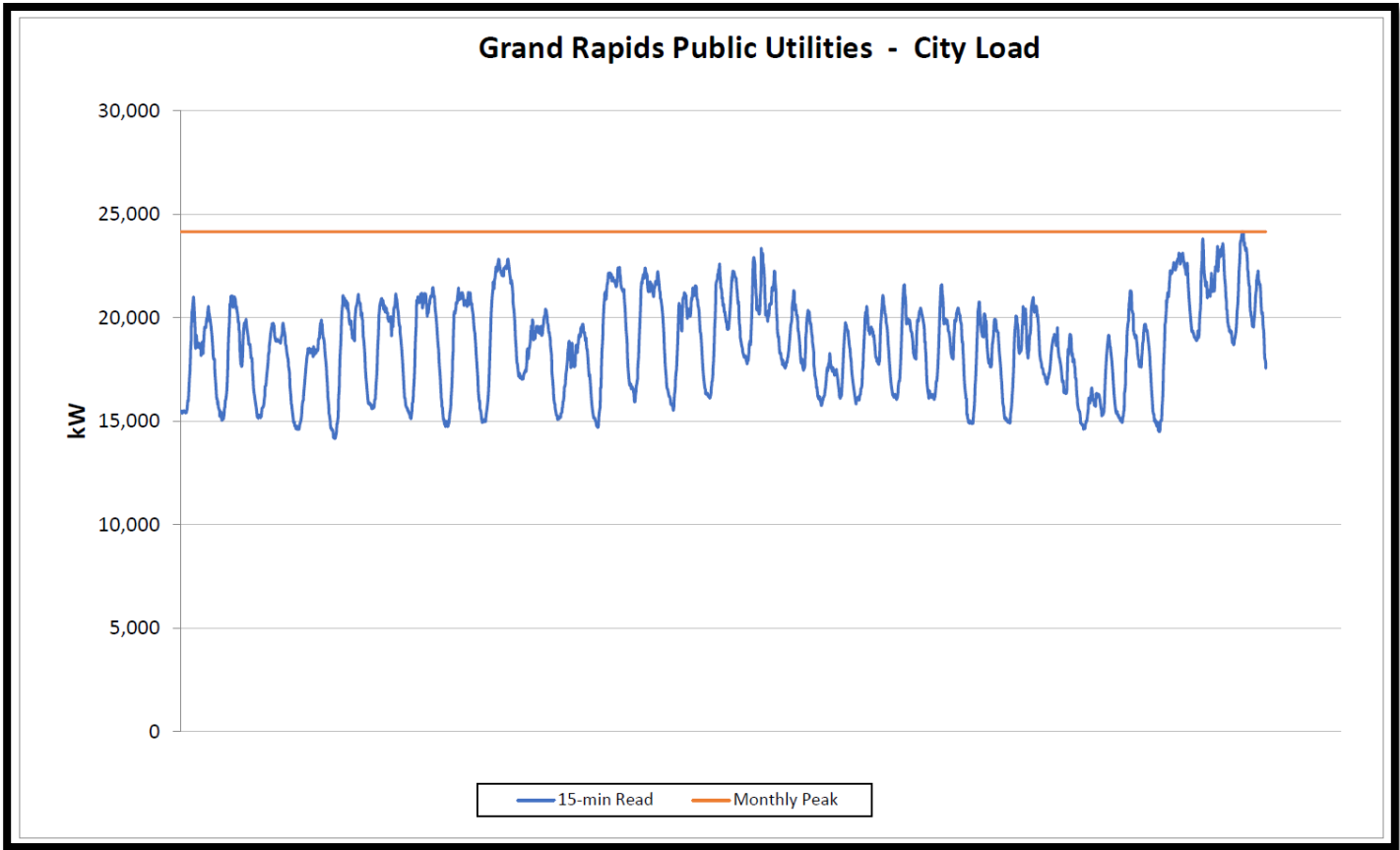


Figure 2: 27,429 kW GR Peak

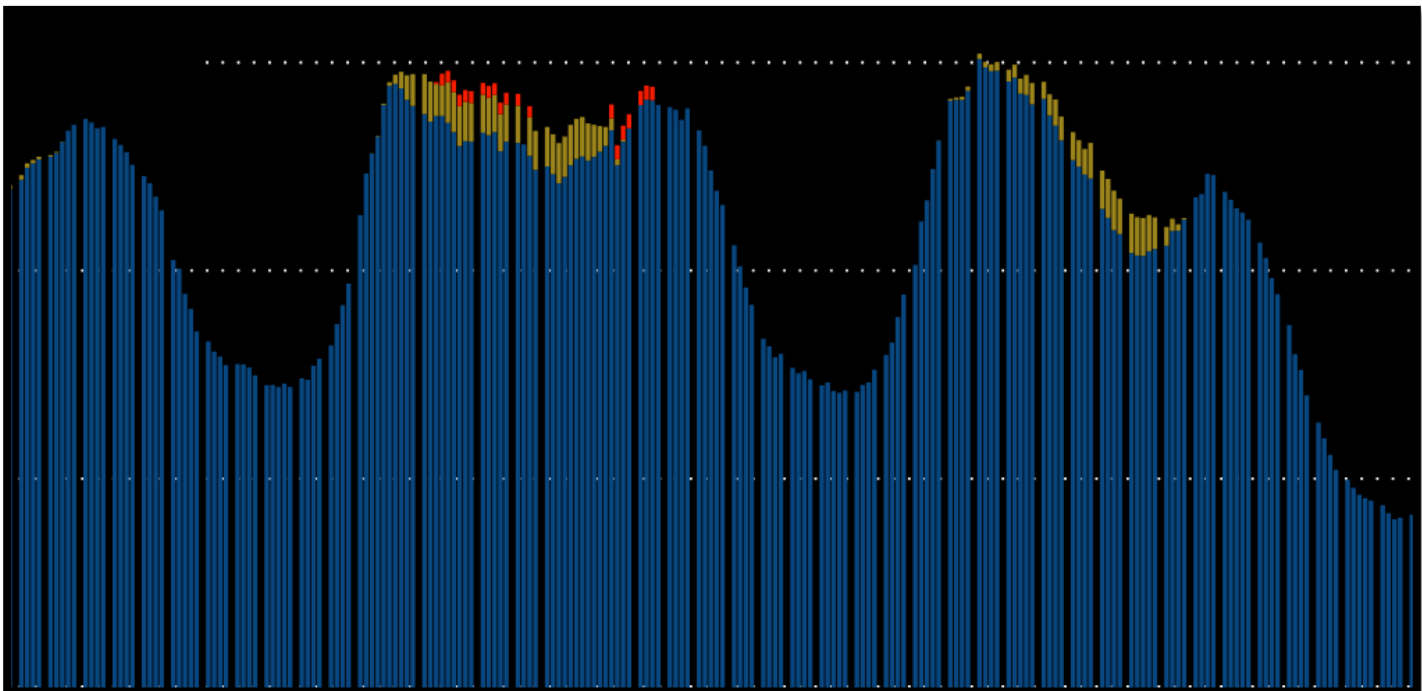


Figure 3: NEMMPA Load with Battery & Solar. 2/27-2/29.

NEMMPA vs. non-NEMMPA Peak Last Month

The attached graph shows the aggregated NEMMPA peak versus non-NEMMPA peak.

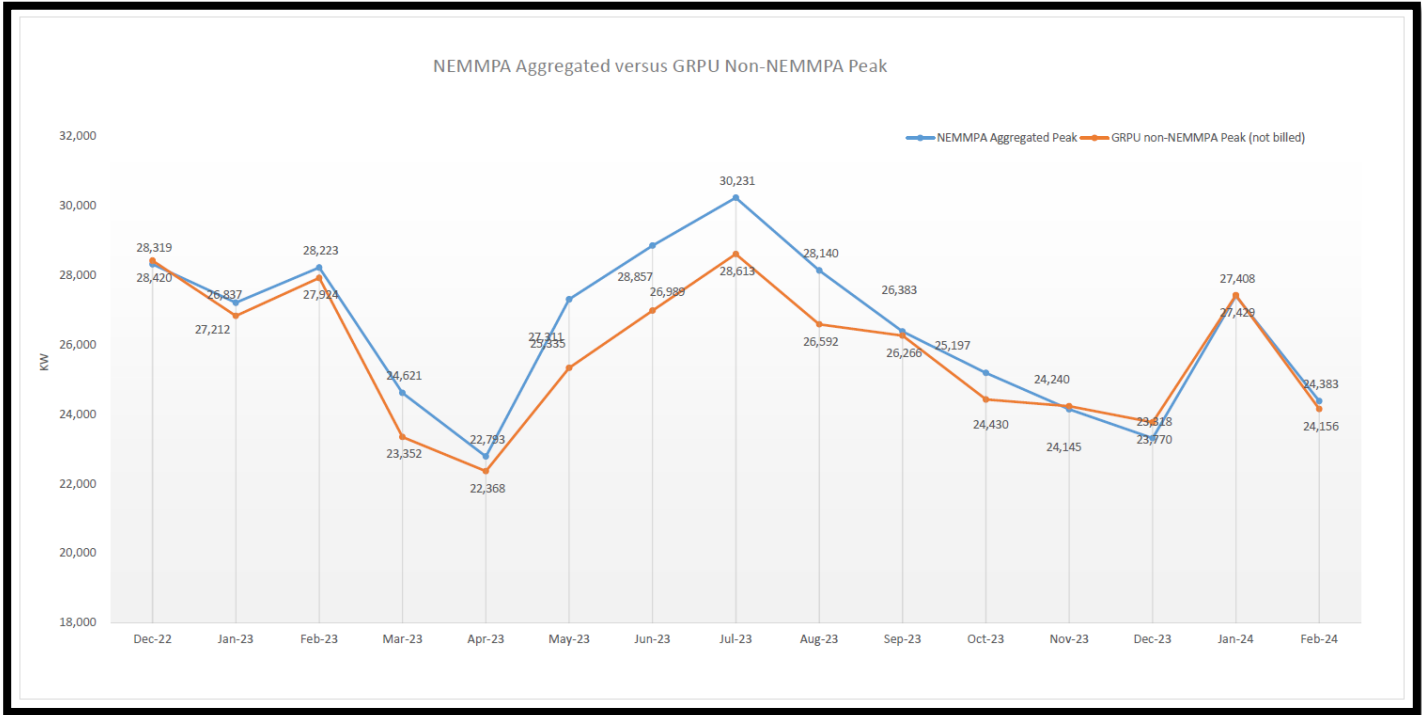


Figure 4: NEMMPA Peak -vs- non-NEMMPA

Effective Wholesale Electric Power Rate Last Month

The attached graph shows the effective wholesale electric rate.

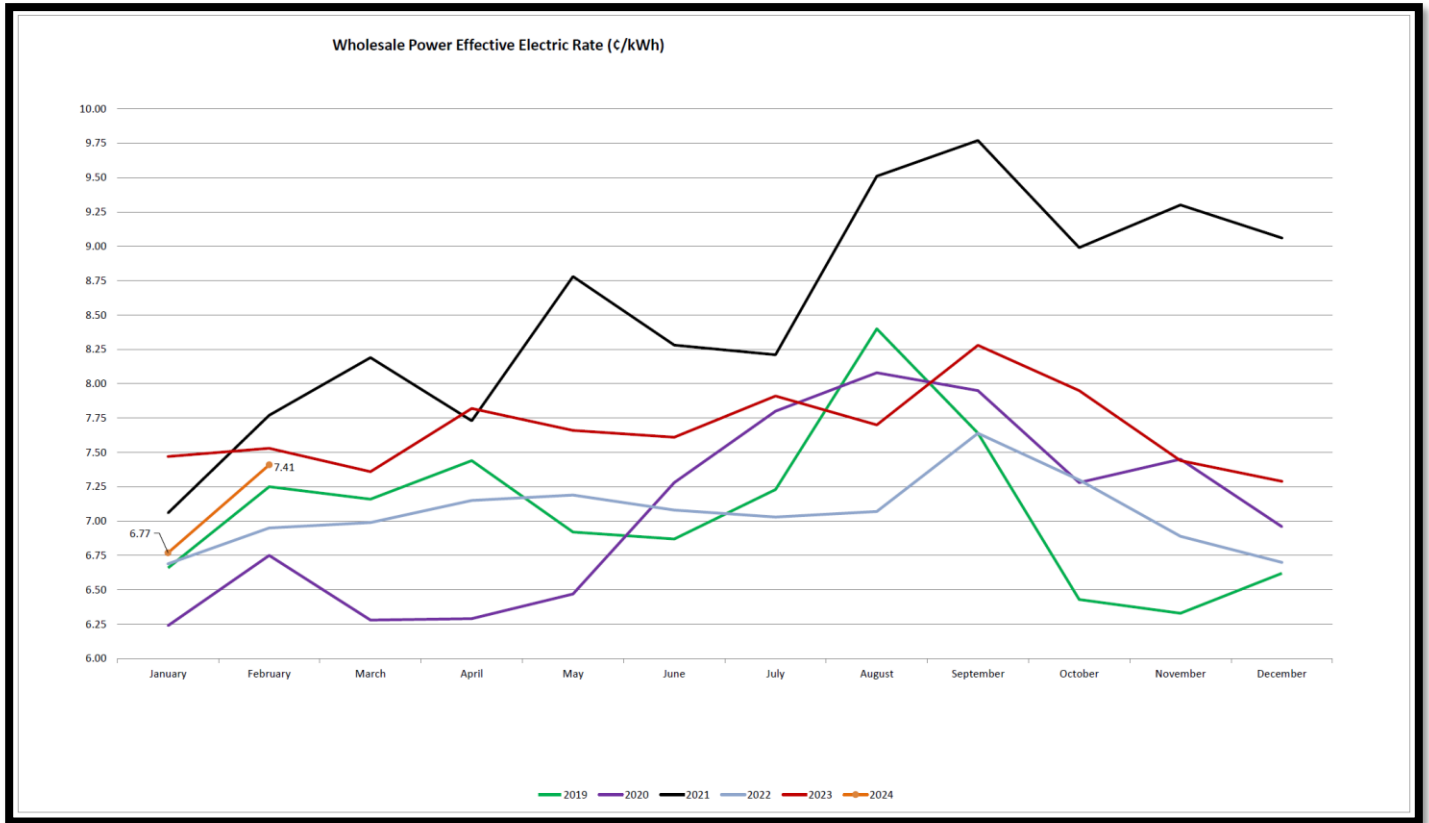


Figure 5: Wholesale Power Effective Elect Rate

Capital and Operations Project Summary

Procuring materials for 2024 and 2025. As the frost recedes, construction activity will increase.

Electric Utility

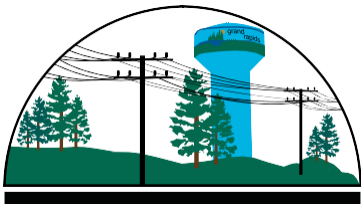


Item 14.

March 27, 2024, Commission Meeting

New Transformers are arriving.





**GRAND RAPIDS
PUBLIC UTILITIES**

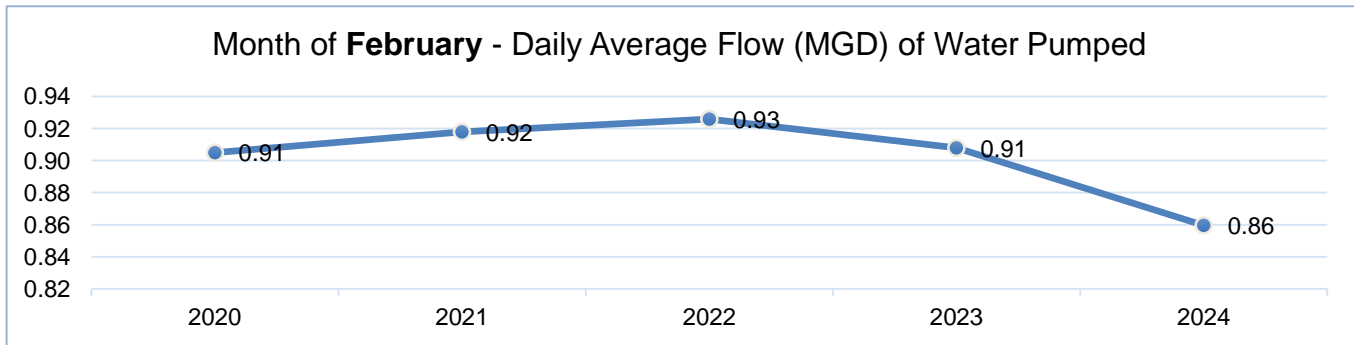
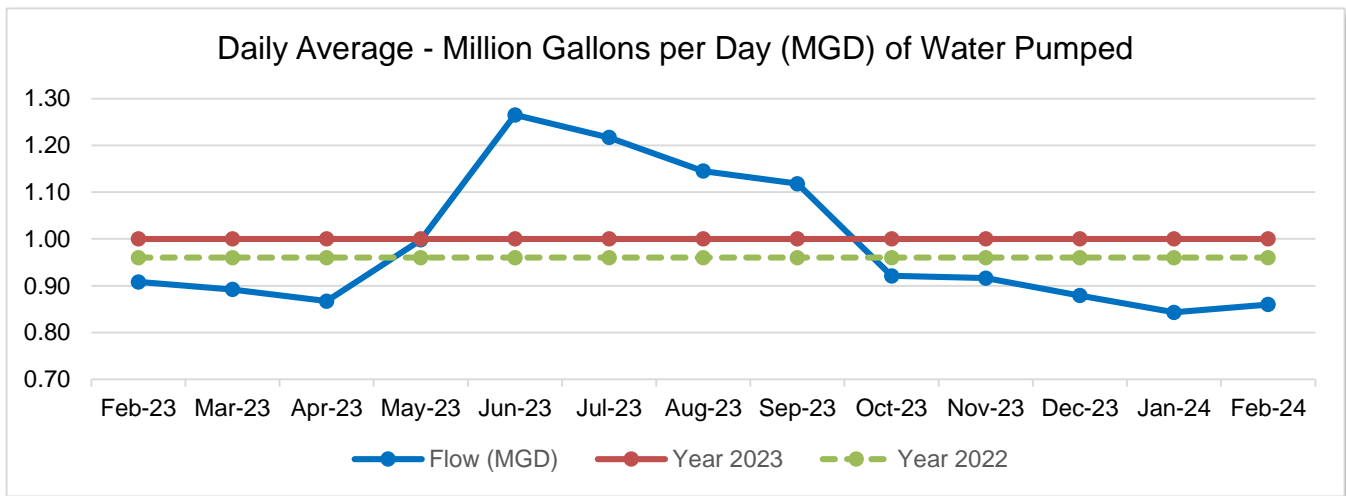
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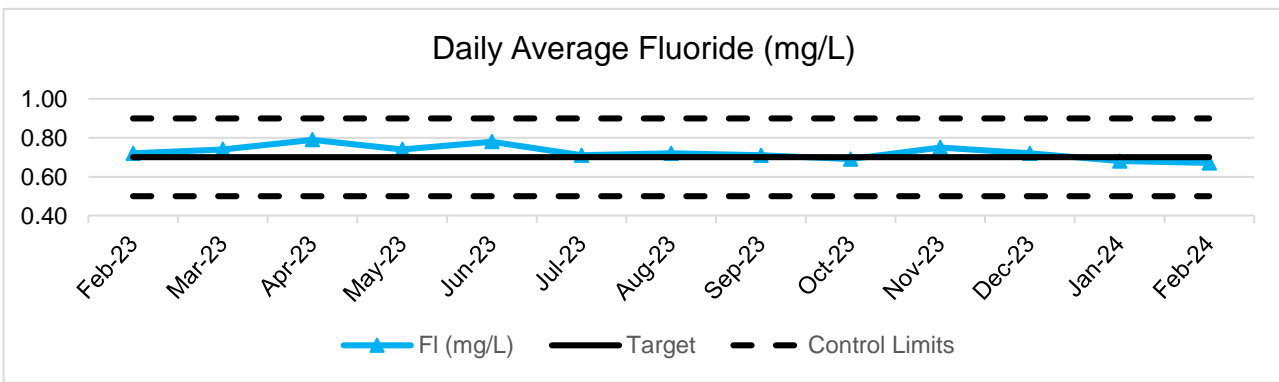
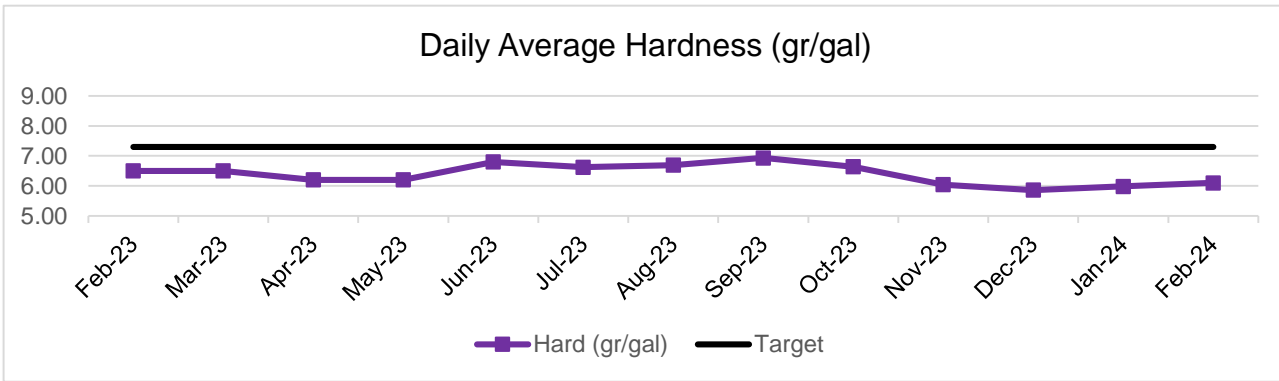
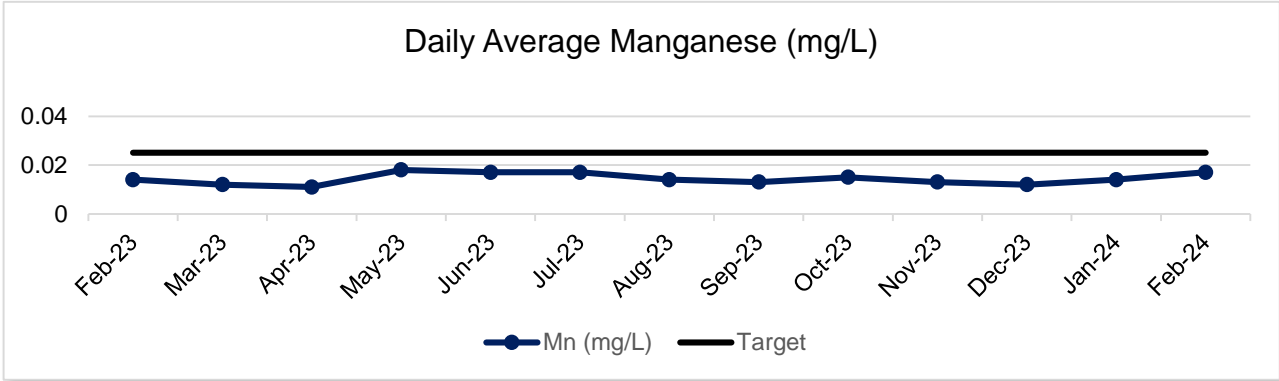
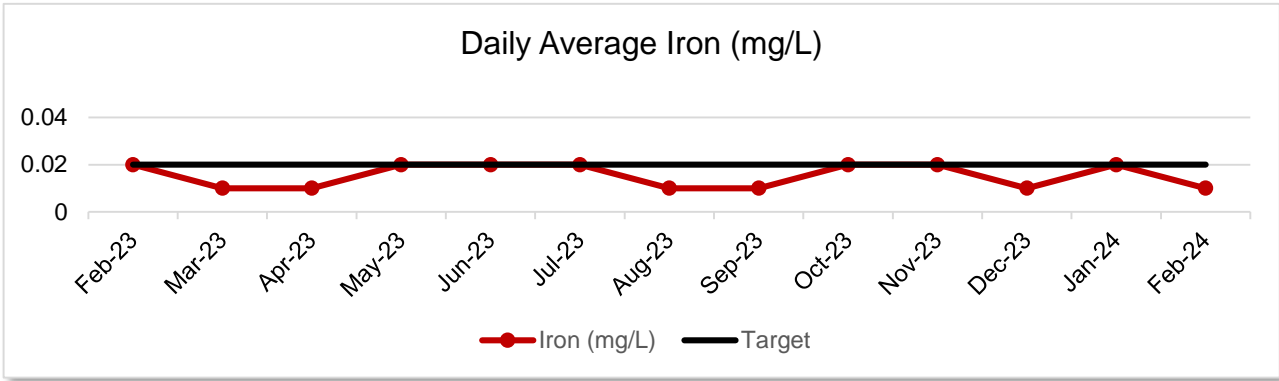
WATER UTILITY MONTHLY REPORT March 2024 Commission Meeting

Water Operations

The water plant pumped an average of 0.86 million gallons of water per day (MGD) with a peak of 0.98 million gallons during last month which is six percent less than typical for this time of the year. However, as mentioned before, a new effluent flow meter was installed so it is expected to be different.



All water quality analysis was normal for the month as seen in the graphs below.



Capital and Operations Project Summary

WTP Renovation Project Update:

Working on the project scope through a project management methodology called Work Breakdown Structure. Employees are currently providing input on specific parts of the project. In the end, there will be a deliverable that the engineer can use to aid in their detailed design.

COMMISSION REPORT CONTENTS										
Agency Lead	Dept	Proj Desc	Proj #	Budget	Amount Spent	Percent Spent (calc'd)	Percent Comple	Status	Noted Issues / Highlights	
GRPU	WATER	Water Plant Renovation	WATR2213	\$3,500,000	\$25,000	1%	1%	In Progress		
City	WATER	3rd Ave NE & 7th st NE	WATR2002	\$790,000	\$0	0%	0%	Not Started		
GRPU	WATER	Booster Station Panel View	WATR2302	\$30,000	\$0	0%	5%	In Progress		
GRPU	WATER	South Tower Coating Repairs	WATR2310	\$150,000	\$0	0%	0%	Not Started		
City	WATER	Paradise Park	WATR2313	\$85,000	\$0	0%	0%	Not Started		

Status Definitions

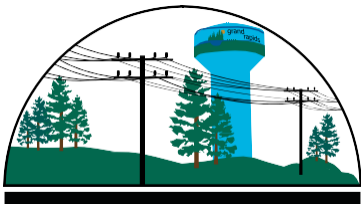
- Not Started - no human or financial resources utilized
- In Progress - time or money spent on the project
- In Service - operational but final close out needed
- Completed - done and closed out
- On Hold - waiting on some type of significant action

Water Utility

March 27, 2024 Commission Meeting



- WTP Renovation pre-engineering design continues
- Lead and copper rule inventory update
- *Legionella* technical memo to be provided on GRPU website this week
 - Overview of *Legionella* testing methods
 - Target risk levels for *L. pneumophila* concentrations in plumbing fixtures
 - December (MDH) and February (U of M) water system testing results
- GRPU *Legionella* weekly testing plan
 - Equipment and supplies arrived late last week, installation and setup this week
 - Vendors and consultants on site next week for calibrations and training
 - GRPU sampling begins next week in distribution system and in building plumbing



**GRAND RAPIDS
PUBLIC UTILITIES**

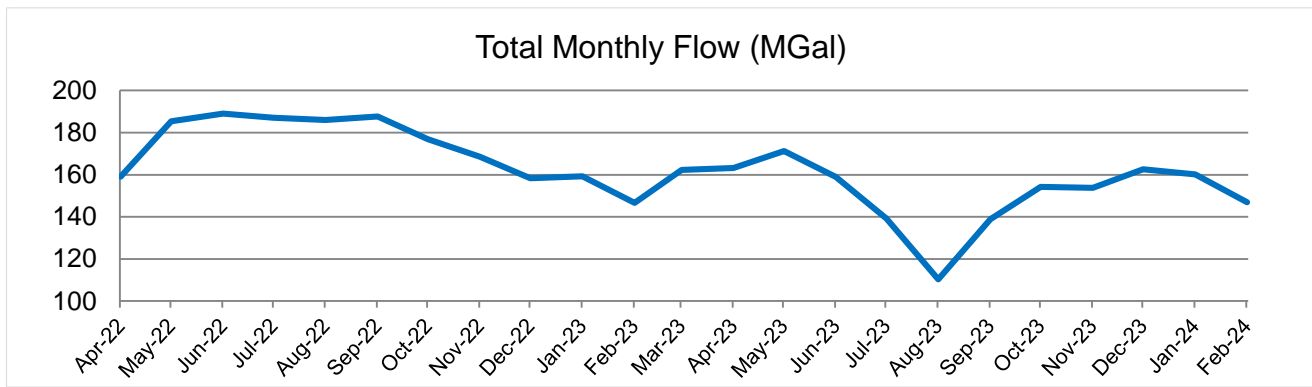
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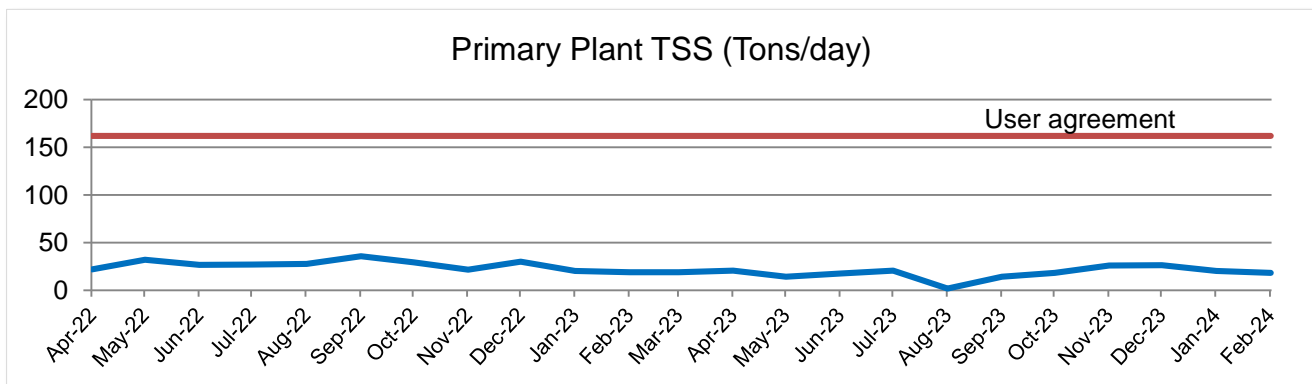
WASTEWATER UTILITY MONTHLY REPORT March 2024 Commission Meeting

Wastewater Operations

The Wastewater Treatment Plant (WWTP) met all National Pollutant Discharge Elimination System (NPDES) permit requirements last month. We treated 147 million gallons of water removing 99.8% of the Total Suspended Solids (TSS) and 99.7% Biochemical Oxygen Demand (cBOD).



	Design Limits (monthly AVG)	Actual Results
<u>Primary Plant</u>		
Flow (MGD)	13.25	3.8
TSS (Tons/day)	162	18.3
TSS Peak (Tons/Day)	284	47.8

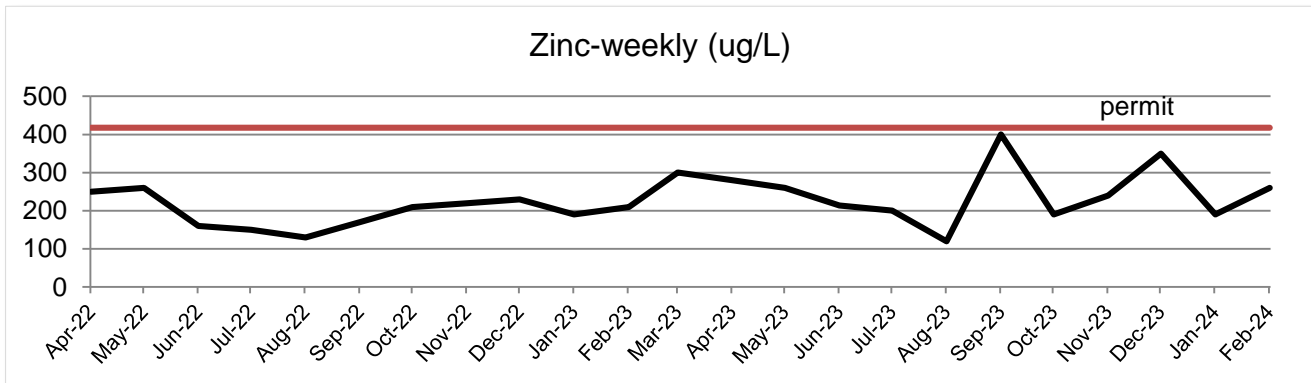
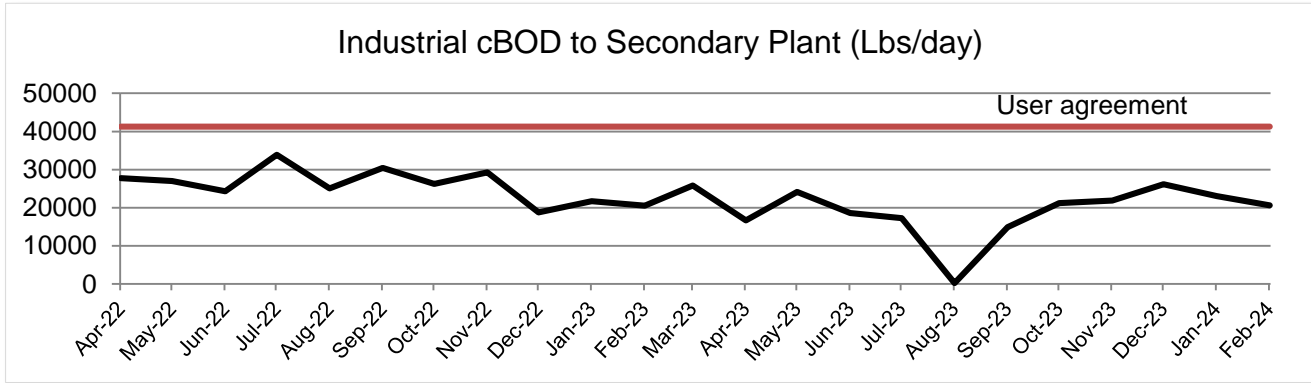


Design Limits
(monthly AVG)

Actual Results

Secondary Plant

Flow (MGD)	15.25	5.1
cBOD (lbs/Day)	41,300	23,134
Peak cBOD (lbs/Day)	57,350	33,694
Zinc-weekly (ug/L)	418	260
% GRPUC		29.7%

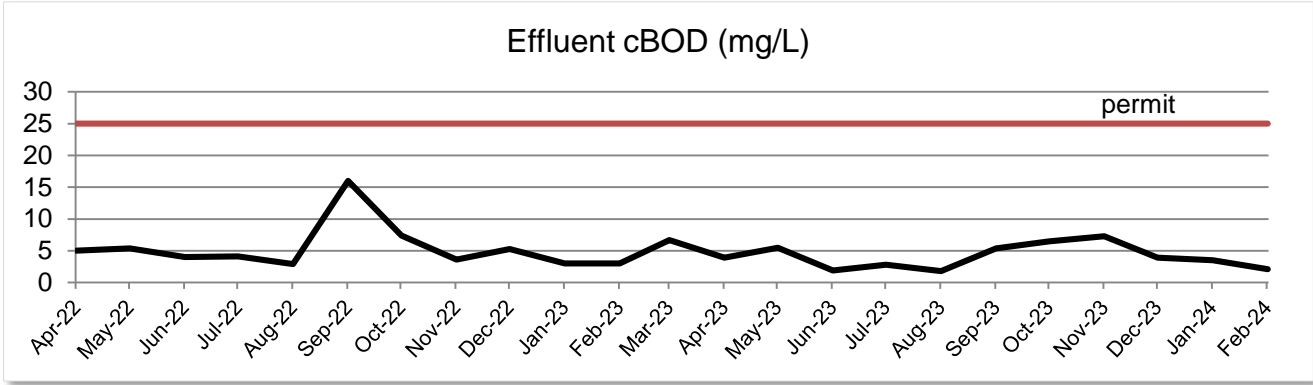
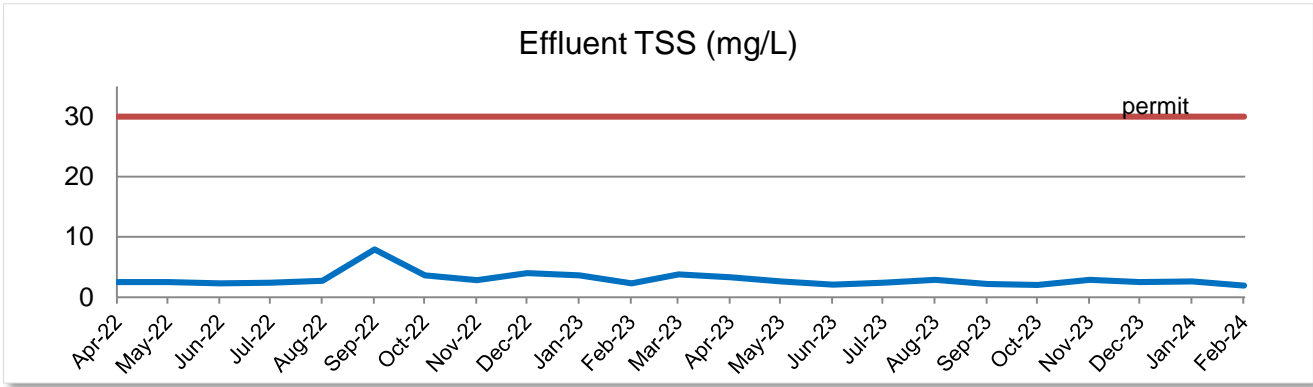


Permit Limits
(monthly AVG)

Actual Results

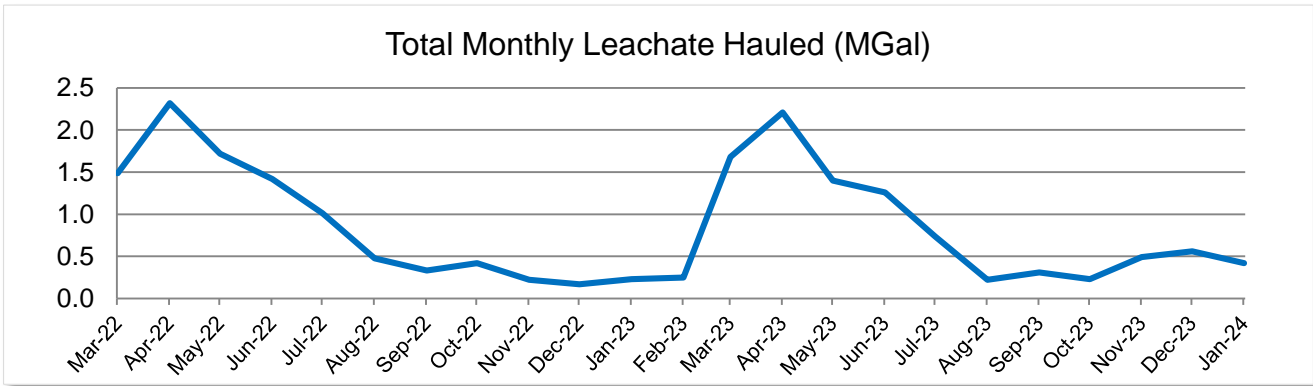
Effluent

TSS (mg/L) – monthly average	30	1.9
cBOD (mg/L) – monthly average	25	2.1
Dissolved Oxygen (mg/L)	>1.0	9.3



Sludge Landfill Operations

- 0.42 million gallons of leachate were hauled last month which is abnormally high.
- 2928 cubic yards of sludge solids were hauled to the landfill



Capital and Operations Project Summary

COMMISSION REPORT CONTENTS									
Agency Lead	Dept	Proj Desc	Proj #	Budget	Amount Spent	Percent Spent (calc'd)	Percent Complet	Status	Noted Issues / Highlights
City	WWC	3rd Ave NE, 7th St NE	WWCO2002	\$270,000	\$0	0%	0%	Not Started	
GRPU	WWC	Jetting		\$150,000	\$0	0%	0%	Not Started	
GRPU	WWC	Lift Station 3 Controls Update	WWCO2403	\$25,000	\$0	0%	0%	Not Started	
GRPU	WWC	Lift Station Pumps	WWCO2005	\$35,000	\$0	0%	0%	Not Started	
GRPU	WWT	Septic Hauler Dump Station	WWDO2403	\$553,500	\$0	0%	2%	Not Started	
GRPU	WWT	Trash Compactor	WWDO2302	\$90,000	\$0	0%	5%	Not Started	

Status Definitions

- Not Started - no human or financial resources utilized
- In Progress - time or money spent on the project
- In Service - operational but final close out needed
- Completed - done and closed out
- On Hold - waiting on some type of significant action

Wastewater Utility



March 27, 2024 Commission Meeting

- Annual reports for MPCA (WW and landfill) – All have been completed.
- WW Lab performance testing for certification.
- NPDES permit application for reissuance (PFAS, sulfate).

Grand Rapids Public Utilities

March 27, 2024 Commission Meeting

Department Head Presentation

Locates

Chad Troumbly – Electric Department Manager



Items Covered– Specific to the Homeowner

- When homeowner needs to call?
- How do they?
- Does it cost money? (no)
- What is at risk?
- What is located and what is not?
- How utilities locate
- Summary example

Locates - Homeowners



Gopher State One Call 811

To access a Gopher State One Call Homeowner underground utility locate request, I certify that:

- I am doing the excavation for myself at a private street address.
- I am not completing a locate request for an excavator/contractor/landscaper or other professional.
- I will not be doing any horizontal boring (also known as trenchless excavation) or using explosives.

If any of these statements are not true, you must call in your request to Metro: 651-454-0002; Out State: 800-252-1166 or 811

Enter Your Email Address:

IDENTIFY THE ABOVE INFORMATION

If you plan to dig on a Saturday, please ensure that you submit your locate request prior to 2:00 pm the previous Wednesday. This will allow facility operators to locate your public utilities and for you to have a valid ticket for your Saturday project.

NOTE:
Please wait until the start date and time on your ticket to dig. Facility Operators have until the start date and time on your ticket to locate their underground lines.

*Horizontal boring is a trenchless method of installing underground pipe, conduit, or cable.

©2011 Gopher State One Call. All rights reserved. | Metro | 651-454-0002 | Help | 800-252-1166

- Whether the project is large or small, if you are using machine-powered equipment or just a shovel and rake to plant a garden, get your work area marked.
- <https://www.gopherstateonecall.org>
- 1-800-252-1166 / 811
- You must contact GSOC at least 48 hours (not including weekends and holidays) in advance of your plans to excavate.



White Flag
Area of proposed excavation

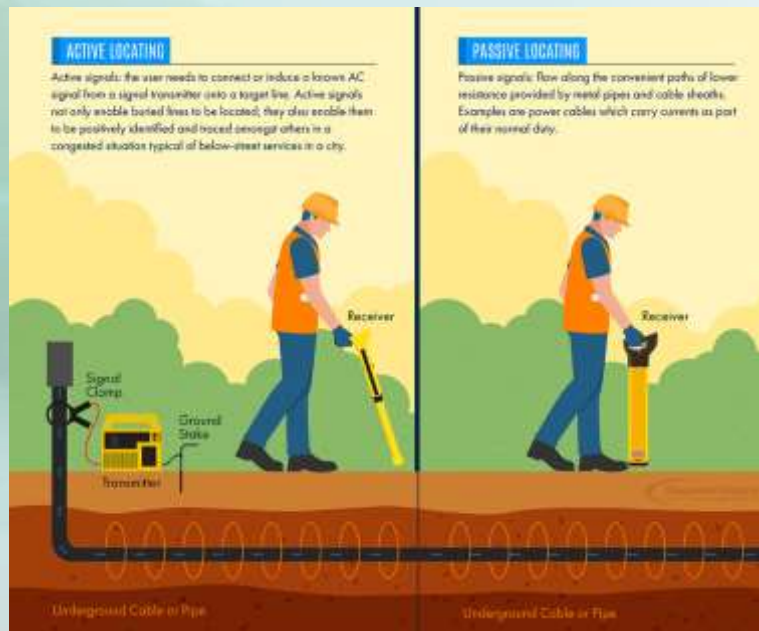
Be Prepared

- When you contact GSOC with a locate request, a series of questions will be asked.
 - What is your name, address and phone number?
 - What type of work will you be doing? (e.g. planting a tree, installation of fence)
 - What is the dig location's address, city, county and nearest intersecting street?
 - At the dig location, where will you be digging? (e.g. east side of house, within 5-ft. radius of white stake)
 - When will you be digging? (i.e. 3 days, next week)
- Ticket Sent to Utilities
 - Positive Response
 - Will **not** mark Private Utilities



What Grand Rapids Public Utilities Locates and How (Power)

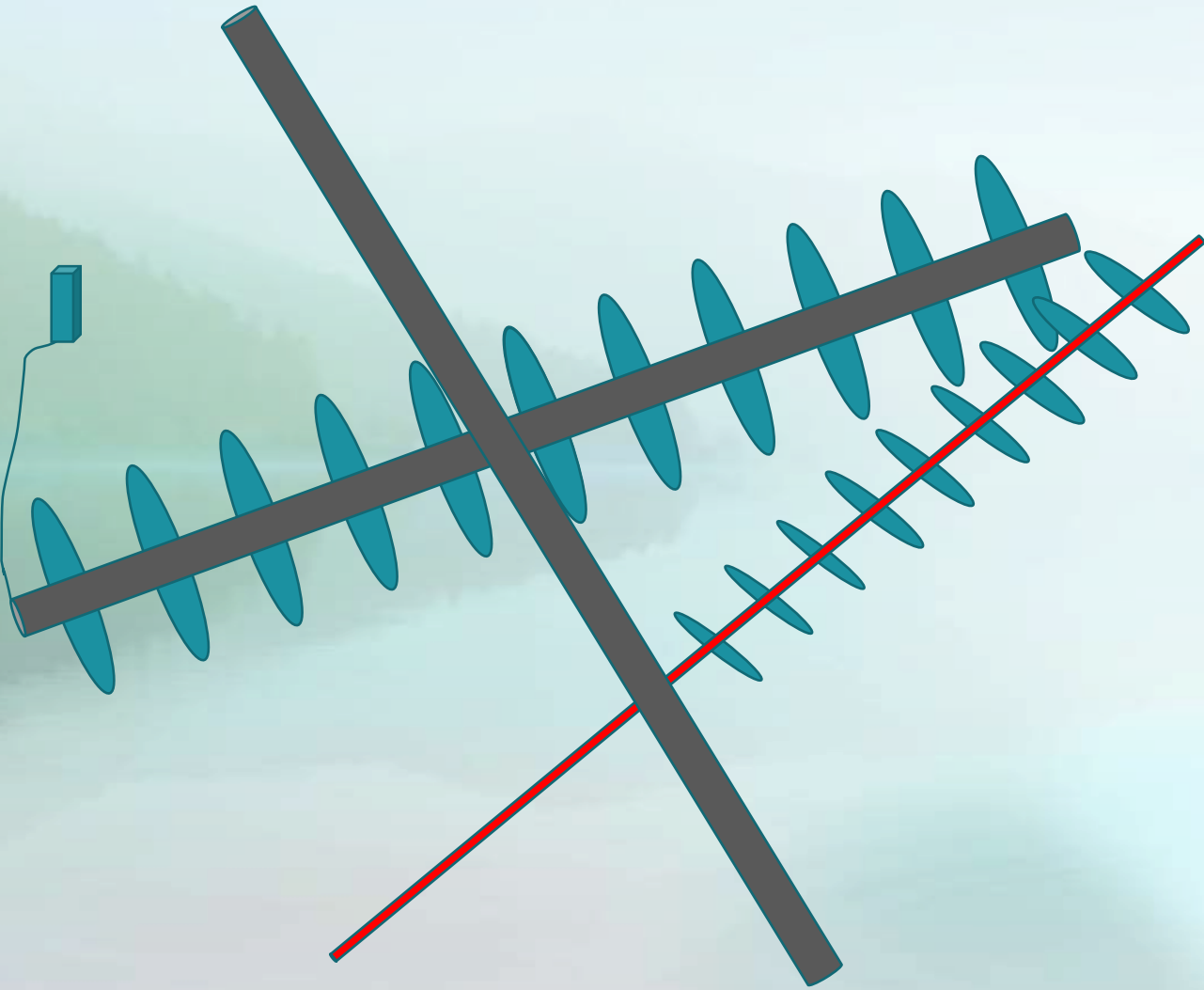
- Connect to Power line and Into Ground
- Active and Passive



[How A Utility Locator Works | Engineering Supply - EngineerSupply](#)



Not an Exact Science



What Grand Rapids Public Utilities Does NOT Locate

PRIVATE FACILITIES: WHAT DOES NOT GET MARKED

Private underground facilities, such as private utility lines and private distribution networks, do not get marked by facility operators. When a property owner or tenant has any type of private underground facility, they are responsible to locate those facilities or hire someone to locate them.

- ELECTRIC
- GAS, OIL, AND PROPANE
- PHONE AND CABLE
- WATER
- SEWER

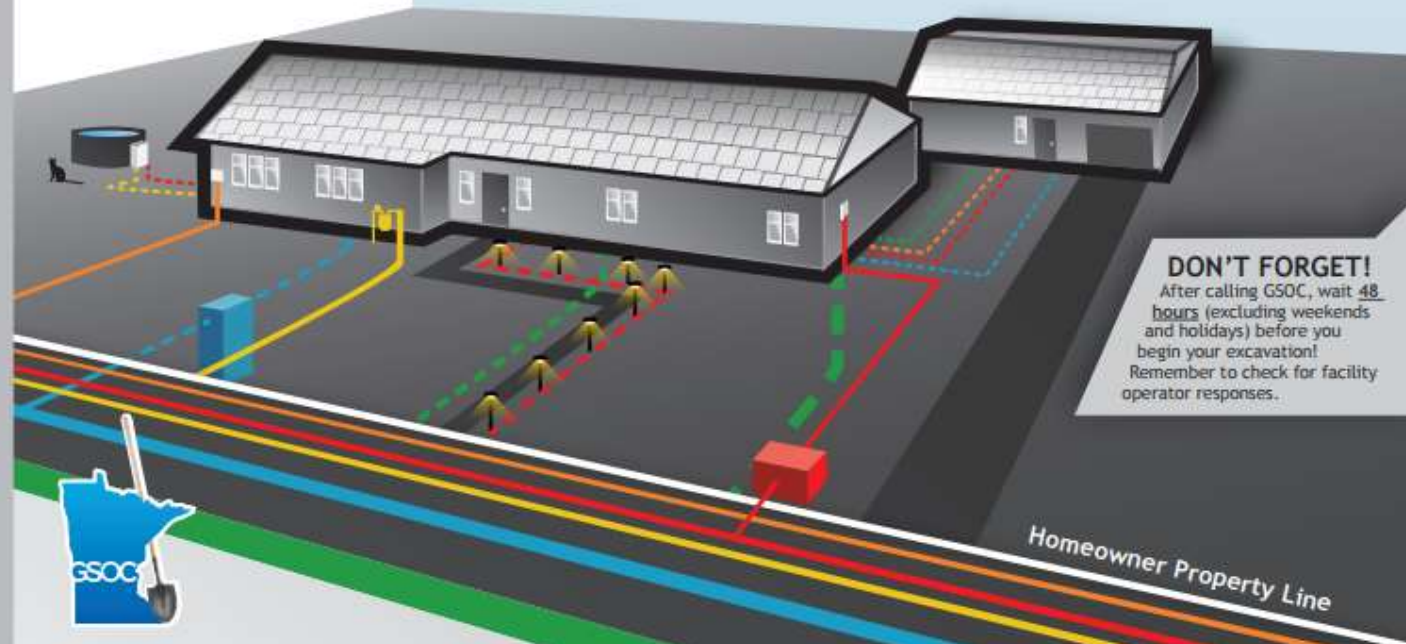
Customer-owned lines usually include any that serve outbuildings, hot tubs, security lighting, pools, and natural gas grills.

The free locating service available through Gopher State One Call (GSOC) applies **ONLY** to public facility operators. The diagram below shows a variety of utilities, some owned by the utility and some by the homeowner.

Those utilities marked by dotted lines are typically owned by the property owner. Those lines will **NOT** be marked by contacting GSOC. Private locating services will mark these for a fee.

For information on private locating companies

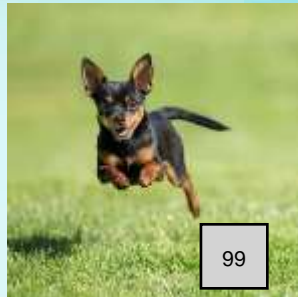
www.gopherstateonecall.org/about-gsoc/industry-directory



Real World Example – Plant a Tree



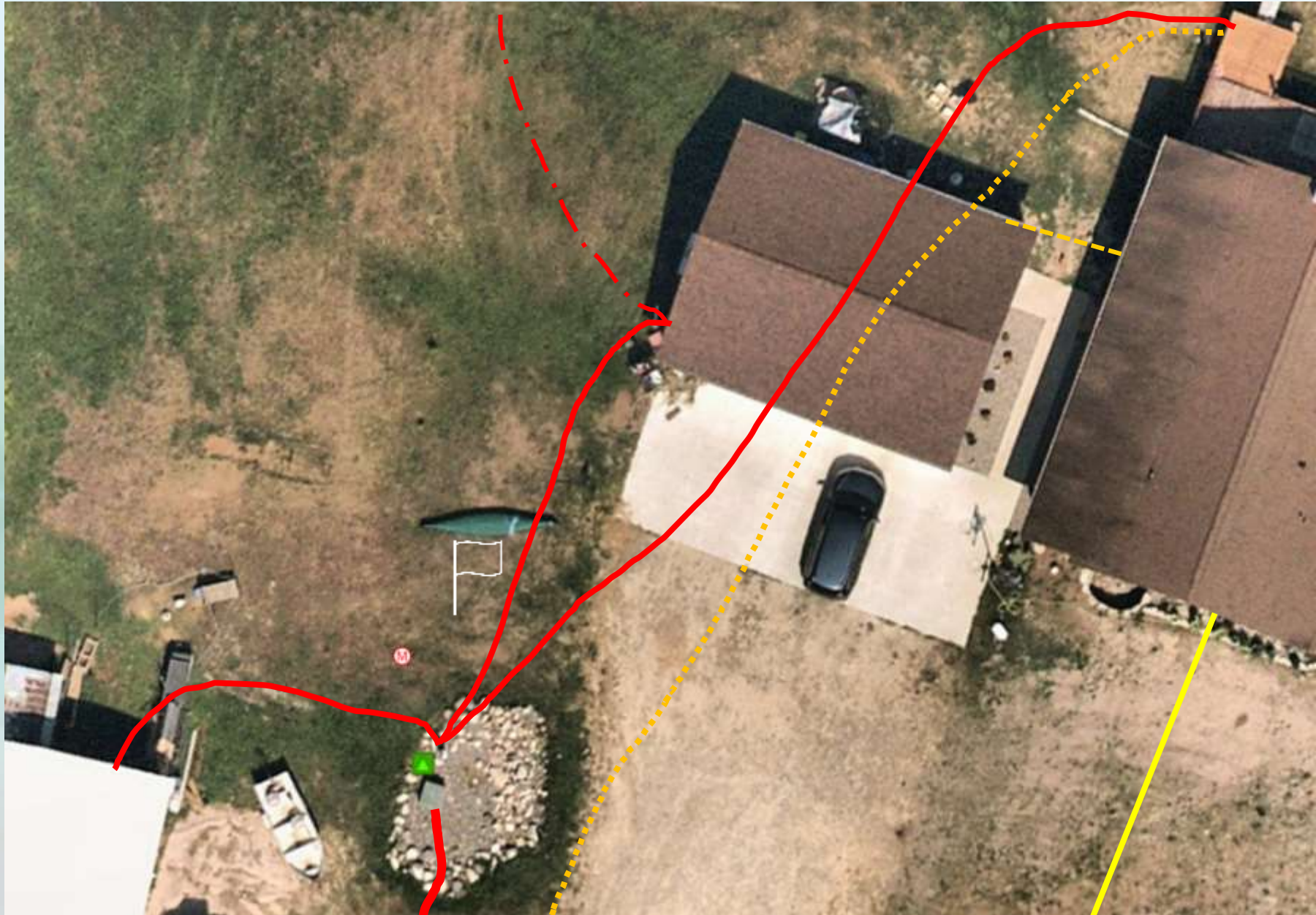
- 2 – Working Days
- Other lines/utilities



Real World Example – Plant a Tree -2



Previously nicked wire



Have Plumber Call Gas Company



Questions / Comments

March 27, 2024 Commission Meeting

Department Head Presentation

Chad Troumbly – Electric Department Manager

