



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

MEETING AGENDA

Wednesday, September 25, 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, September 25, 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 August 14, 2024 Work Session Minutes and the August 28, 2024 Regular Meeting Minutes.

VERIFIED CLAIMS:

2. Consider a motion to approve \$781,139.17 verified claims for August and September 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 authorize the sale of surplus vehicles.
4. Consider a motion to ratify the procurement contract with Keller Fence Company – North Inc. for fence removal and replacement.
5. Consider a motion to approve the procurement contract with Trachte, LLC, to repair the roof at the Grand Rapids 115 kV Substation for \$28,514 and allow the General Manager to sign the contract.
6. Consider a motion to approve the procurement contract with Rapid Garage Door and Awning for replacing the west garage door at the CSC garage bay for \$36,914.00 and allow the General Manager to sign the contract.
7. Consider a motion to approve the procurement contract with Electric Pump Inc. for rebuilding the spare domestic pump for \$25,410.00 and allow the General Manager to sign the contract.
8. Consider a motion to approve the procurement contract with Electric Pump Inc for purchasing two 10 hp Flygt filtrate pumps for the WW primary plant for \$33,302.00 and allow the General Manager to sign the contract.

- [9.](#) Consider a motion to approve the procurement contract with Jamar Company for installing a two-ton min split for number 7 building MCC for \$7,470.00.
- [10.](#) Consider a motion to approve the procurement contract with Jamar Company for installing a two-ton min split for the industrial screen house building MCC for \$7,340.00.
- [11.](#) Consider a motion to approve the procurement contract with Baldwin Supply Company for the purchase of a gear box for the Parkson screen at the industrial screen house for \$14,593.62.
- [12.](#) Consider a motion to approve the procurement contract with Novaspect Inc. for upgrading the process control system software Delta V (SCADA) to version 15 including new a pro-plus, service center app, 7 workstations and out of date controllers for \$109,489.00 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:

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

ADMINISTRATION:

- [14.](#) Consider a motion to approve the GRPUC Social Media Policy.
- [15.](#) Consider a motion to approve the Executive/HR Assistant position description and authorize an internal posting for the position.

BUSINESS SERVICES DEPARTMENT:

- [16.](#) Business Services Department Monthly Report - September 2024

ELECTRIC DEPARTMENT:

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

WATER AND WASTEWATER DEPARTMENT:

- [18.](#) Review Water Utility Monthly Report
- [19.](#) Review Wastewater Utility Monthly Report

DEPARTMENT HEAD REPORT:

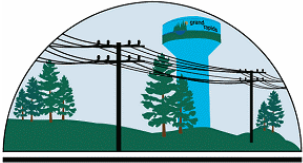
- [20.](#) Administration Department Head Presentation

ADJOURNMENT:

The next Work Session is scheduled for Wednesday, October 9, 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, October 23, 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
WORK SESSION
MEETING MINUTES**

Wednesday, August 14, 2024

8:00 AM

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

CALL OF ROLL:

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

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

BUSINESS:

1. Consider a motion to approve \$1,377,289.21 verified claims for July 2024.

Motion made by Commissioner Adams, Seconded by Commissioner Smith to approve \$1,377,289.21 verified claims for July 2024.

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

2. Review and Discuss General Manager Employment Agreement

Reviewed and Discussed the General Manager Employment Agreement

3. Review draft Electric Infrastructure Transfer policy

Reviewed draft Electric Infrastructure Transfer policy

4. 10-Year Capital Projects Plan Review

Reviewed the 10-Year Capital Projects Plan

ADJOURNMENT:

There being no further business, the meeting adjourned at 9:07 am.

Respectfully submitted,

Megan Sjostrand

Megan Sjostrand



GRAND RAPIDS PUBLIC UTILITIES COMMISSION MEETING MINUTES

Wednesday, August 28, 2024

4:00 PM

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

CALL OF ROLL:

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

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

ABSENT: Secretary Luke Francisco with notice

PUBLIC FORUM:

No one from the public was present.

APPROVAL OF MINUTES:

1. Consider a motion to approve the July 24, 2024 Work Session Minutes and the July 24, 2024 Regular Meeting Minutes.

Motion made by Commissioner Saxhaug, Seconded by Commissioner Adams to approve the July 24, 2024 Work Session Minutes and the July 24, 2024 Regular Meeting Minutes.

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

VERIFIED CLAIMS:

2. Consider a motion to approve \$441,773.82 verified claims for July and August 2024.

Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve \$441,773.82 verified claims for July and August 2024.

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

COMMISSION REPORTS:

None.

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

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

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

3. Consider a motion to authorize the sale and/or disposal of surplus property.

Approved on consent agenda.

4. Consider a motion to ratify a Service Agreement with ZixCorp Systems for annual license fees for Office 365 related products - secure large file add-on, Office 365 G1 GCC, MS 365 Backup Bundle, Essentials Email Security & Compliance Suite, Email Continuity, MS 365 G3 GCC, and MS 365 GCC G5 with audio conferencing for a total amount of \$26,097.86.

Approved on consent agenda.

5. Consider a motion to ratify the procurement contract with Widseth for professional services to provide support for electric distribution study analysis.

Approved on consent agenda.

6. Consider a motion to approve the Non-Member of ICRB Communications System Subscriber Agreement with Itasca County Radio Board for 36 radios at a yearly cost of \$6480.00 and allow the General Manager to sign as Authorized Agent.

Approved on consent agenda.

7. Consider a motion to approve the procurement contract with Pokegama Electric for installation of CSC back-up generator for \$122,750.00 and allow the General Manager to sign the contract.

Approved on consent agenda.

8. Consider a motion to approve the second amendment to the T-Mobile Central LLC communication lease for the north tower site and authorize the General Manager to sign the contract.

Approved on consent agenda.

9. Consider a motion to approve the procurement contract with Hawk Construction for replacing the double man door on the domestic screen building for \$17,285.00.

Approved on consent agenda.

10. Consider a motion to approve the procurement contract with Quality Flow Systems for two lift station pumps and control panel for lift station 3 for \$32,500.00 and allow the General Manager to sign the contract.

Approved on consent agenda.

11. Consider a motion to approve the procurement contract with Hawkinson Construction for repairing a portion of the landfill haul road for \$56,694.95 and allow the General Manager to sign the contract.

Approved on consent agenda.

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

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

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

SAFETY REPORT:

12. Review Safety Monthly Report

Reviewed Safety Monthly Report

ADMINISTRATION:

13. Consider a motion to approve the General Manager Employment Agreement.

Motion made by Commissioner Smith, Seconded by Commissioner Adams to approve the General Manager Employment Agreement.

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

BUSINESS SERVICES DEPARTMENT:

14. Consider a motion to adopt resolution 08-28-24-04 authorizing the acceptance of the interfund loan from City of Grand Rapids.

Motion made by Commissioner Saxhaug to adopt resolution 08-28-24-04 authorizing the acceptance of the interfund loan from City of Grand Rapids.

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

15. Review Business Services Monthly Report

Reviewed Business Services Monthly Report

ELECTRIC DEPARTMENT:

16. Consider a motion to approve the termination and release of the easement agreement listed in Deed Record No. 165, Page 231, as Document No. 182285.

Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve the termination and release of the easement agreement listed in Deed Record No. 165, Page 231, as Document No. 182285.

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

17. Consider a motion to adopt the Electric Infrastructure Transfer policy.

Motion made by Commissioner Adams, Seconded by Commissioner Saxhaug to adopt the Electric Infrastructure Transfer policy.

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

18. Review Electric Utility Monthly Report

Reviewed Electric Utility Monthly Report

WATER AND WASTEWATER DEPARTMENT:

19. Review Wastewater Utility Monthly Report

Reviewed Wastewater Utility Monthly Report

20. Review Water Utility Monthly Report

Reviewed Water Utility Monthly Report

DEPARTMENT HEAD REPORT:

21. Electric Department Head Presentation

Electric Department Manager Chad Troumbly gave the Department Head Presentation

ADJOURNMENT:

There being no further business, the meeting was adjourned at 4:40 PM.

Respectfully submitted,

Megan Sjostrand

Megan Sjostrand, Executive Assistant



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 25, 2024

AGENDA ITEM: Consider a motion to approve \$781,139.17 verified claims for August and September 2024.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

See attached check registers:

Computer check register \$167,812.76
Manual check register \$613,326.41

Total \$781,139.17

RECOMMENDATION:

Consider a motion to approve \$781,139.17 of verified claims for August and September 2024.

Grand Rapids Public Utilities
 Accounts Payable
 August/September 2024
 (Meeting Date: 9/25/2024)

Item 2.

NAME	AMOUNT	NAME	AMOUNT
Acheson Tire	1,040.00	Macqueen	448.20
APG Media	1,422.94	MN Energy	45.00
Audiology Concepts	520.00	Minuteman Press	404.23
Bolton & Menk	663.00	MN Department of Commerce	3,098.39
Bunes Septic Service	285.00	Nextera	396.81
Central McGowan	615.75	North Central Laboratories	114.72
City of Grand Rapids	4,765.24	Public Utilities	2,214.93
Cole Hardware	528.75	Quality Flow Systems	11,501.06
Cooperative Response Center	2,235.37	Rapid Crane & Rigging	3,400.00
Core & Main	16,015.88	Rapids Plumbing and Heating	210.00
Dakota Mailing	212.53	Rapids Welding	148.45
Davis Oil	2,716.92	RCB Collections	23.30
Fastenal	237.12	RMB	1,583.60
Figgins Truck & Trailer	820.49	Sandstroms	443.26
Frontier Energy	5,037.75	SpryPoint	80,990.00
Gopher State One	228.15	TNT Construction	6,418.00
Grainger	1,081.42	Trout Enterprises	50.00
Hach	516.53	USA Bluebook	910.55
Hawkins	7,160.03	Vestis	116.65
ICTV	505.00	Viking Electric	220.64
Itasca County	1,138.35	Waste Management	2,184.87
Keller Fence	3,518.00	WUSZ-FM	440.00
Latvala Lumber	261.17		
Locators & Supplies	722.71	Energy Efficiency Rebate:	
		Kral, Brian	20.00
		LaBarre, James	150.00
		Thomas, Cindy	32.00
			167,812.76

August 2024 Check Register

Document	Dat	Check #	Vendor Name	Document Amount	
8/1/2024		5175	Northeast Service Cooperative	63,213.38	8/31/2024
8/1/2024		5176	Northeast Service Cooperative	4,462.00	8/31/2024
8/5/2024		5177	Invoice Cloud	3,298.65	8/31/2024
8/8/2024		5178	Wells Fargo Pcard	16,846.39	
8/13/2024		5179	WEX Health	1,177.17	8/31/2024
8/12/2024		5180	Public Employees Retirement Association	18,796.62	8/12/2024
8/12/2024		5181	MN Department of Revenue	5,469.16	8/12/2024
8/12/2024		5182	Wells Fargo Bank	31,974.87	8/12/2024
8/12/2024		5183	Empower Retirement	10,075.54	8/12/2024
8/14/2024		5184	MN Department of Revenue	570.74	8/14/2024
8/14/2024		5185	Wells Fargo Bank	3,666.61	8/14/2024
8/14/2024		5186	Empower Retirement	1,702.21	8/14/2024
8/15/2024		5187	WEX Health	514.00	8/31/2024
8/19/2024		5188	MN Department of Revenue	92,309.00	8/31/2024
8/21/2024		5189	Public Employees Retirement Association	24,316.63	8/21/2024
8/21/2024		5190	MN Department of Revenue	9,581.42	8/21/2024
8/21/2024		5191	Wells Fargo Bank	60,301.04	8/21/2024
8/21/2024		5192	Empower Retirement	14,190.68	8/21/2024
8/19/2024		5193	WEX Health	285.54	8/31/2024
8/26/2024		5194	WEX Health	1,127.17	8/31/2024
8/23/2024		5195	Public Employees Retirement Association	18,021.30	8/23/2024
8/23/2024		5196	MN Department of Revenue	5,302.33	8/23/2024
8/23/2024		5197	Wells Fargo Bank	31,007.41	8/23/2024
8/23/2024		5198	Empower Retirement	9,633.68	8/23/2024
8/30/2024		5199	Empower Retirement	410.55	8/31/2024
8/26/2024		5200	WEX Health	101.75	8/31/2024
8/5/2024		83419	First Net AT & T Mobility	365.96	8/5/2024
8/5/2024		83420	Verizon Wireless	1,568.37	8/5/2024
8/5/2024		83421	Mattson Steve	65.66	8/5/2024
8/9/2024		83422	UNUM Life Insurance Company of America	3,813.55	8/9/2024 **
8/9/2024		83423	MN Energy Resources Corporation	30.00	8/9/2024
8/9/2024		83424	UNUM Life Insurance Company of America	4,310.57	8/9/2024
8/9/2024		83425	ZixCorp Systems, Inc	579.45	8/9/2024
8/12/2024		83426	MN Child Support Payment Center	427.31	8/12/2024
8/12/2024		83427	NCPERS Group Life Insurance	80.00	8/12/2024
8/15/2024		83482	City of LaPrairie	18,591.93	8/31/2024
8/23/2024		83483	MN Child Support Payment Center	427.31	8/23/2024
8/23/2024		83484	MN Council 65	1,866.20	8/23/2024
8/23/2024		83485	Postage By Phone System	5,000.00	8/23/2024 **
8/23/2024		83486	Radtke James	4,770.00	8/23/2024
8/23/2024		83487	US Bank Equipment Finance	315.73	8/23/2024
8/23/2024		83488	Customer Refunds - Meds 1 Ambulance	646.82	8/31/2024
8/23/2024		83489	Customer Refunds - Meds 1 Ambulance	15.55	8/31/2024
8/23/2024		83490	Customer Refunds - T & T Designs	216.84	8/31/2024
8/23/2024		83491	Customer Refunds - S. Procopio	59.30	8/31/2024

8/23/2024	83492	Customer Refunds - A. Scott	11.61	8/31/2024
8/23/2024	83493	Customer Refunds - C. Kortekaas	26.84	8/31/2024
8/23/2024	83494	Customer Refunds - N Koerbitz	29.67	8/31/2024
8/23/2024	83495	Customer Refunds - E Dunnell	34.97	8/31/2024
8/23/2024	83496	Customer Refunds - M. Mattia	79.56	8/31/2024
8/23/2024	83497	Customer Refunds -S. Hautala	45.41	8/31/2024
8/23/2024	83498	Customer Refunds - Deerview Properties	257.14	8/31/2024
8/23/2024	83499	Customer Refunds - W. & L. Holm	301.91	8/31/2024
8/23/2024	83500	Customer Refunds - R. Martin	76.21	8/31/2024
8/23/2024	83501	Customer Refunds - J. Mack	85.96	8/31/2024
8/23/2024	83502	Customer Refunds - T. Hammer & J. Cortese	46.00	8/31/2024
8/30/2024	83539	City of Grand Rapids	72,333.33	8/31/2024
8/29/2024	83540	City of Grand Rapids	136.50	8/31/2024
8/29/2024	83541	City of Grand Rapids	77,168.46	8/31/2024

Item 2.

Checks Previously Approved ** 8,813.55

Manual Checks/EFT to be approved 613,326.41

Total Manual Checks 622,139.96



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 25, 2024

AGENDA ITEM: Consider a motion to authorize the sale of surplus vehicles.

PREPARED BY: Chad Troumbly, Electric Department Manager

BACKGROUND:

Grand Rapids Public Utilities is collaborating with Enterprise Fleet Management and has started receiving new vehicles. The following vehicles have been replaced and will be sold as part of the program:



2015 GMC Sierra, Vin# 1GTN2TEH3FZ267234, License# 949953, 87936 miles (Truck 73)



2014 Ford SRW F250 2WD, Vin# 1FTBF2A68EEB27546, License# 948002, 51429 miles
(Truck 74)



2004 GMC Sierra, Vin # 1GTEC14X44Z284924, License# 166-274, 96583 miles
(Truck 76)

These vehicles are no longer needed by the GRPU and will be sold to Enterprise or sold at a auction.

RECOMMENDATION:

Consider a motion to authorize the sale of surplus vehicles.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: August 28, 2024

AGENDA ITEM: Consider a motion to ratify the procurement contract with Keller Fence Company – North Inc. for fence removal and replacement.

PREPARED BY: Chad Troumbly, Electric Department Manager

BACKGROUND:

There is a chain link fence at the Combined Service Center Building that needs to be removed to install a generator. A temporary fence will be installed during the work, and a new fence will be installed once the generator is in place. This task was included in the scope of the CSC backup generator project, which is partially funded by a FEMA grant.

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

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Keller Fence Company – North Inc. for fence removal and replacement.

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 Keller Fence Company North Inc., located at PO Box 781, Grand Rapids, MN 55744 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotations from contractors for removal of current fence and dispose and install new 8 foot galvanized chain link fence to enclose new generator. (“**Solicitation**”);

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

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

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is August 23, 2023. 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 June 1, 2025.

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

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

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

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

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

2. Contractor's Duties

2.1 The Contractor shall provide the following goods or services:

Remove and dispose of 130 LF of existing 8-foot heigh perimeter fence. Install 144 LF of temporary construction panels. Remove and retain at project end.

Furnish and install 130 LF of new 8-foot heigh 9-gauge galvanized chain link fence to enclose the new generator. Layout per site visit. All new materials and installation to match existing perimeter fence. All posts driven

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

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

2.3 Contractor warrants and represents that the Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor's profession currently working under similar conditions.

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

2.5 Contractor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Contractor.

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

3. Consideration and Payment

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

Compensation. The Contractor will be paid \$7,036.00 Dollars (Seven Thousand thirty-six dollars and no cents)

3.2 Payment.

3.2.1 Invoices. GRPUC will pay the Contractor within thirty (30) days following receipt and acceptance of goods or services and receipt of an undisputed invoice.

4. **Authorized Representative**

GRPUC's Authorized Representative is Chad Troumbly at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744 and the following telephone number: 218.326.7240, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Scott Windorski at the following business address: PO Box 781, Grand Rapids, MN, 55744, and the following telephone number: 218.328.5504, 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.

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.

8. **Insurance.** Contractor shall maintain Commercial General Liability, Commercial Automobile Liability, Workers' Compensation, Professional Liability, Errors and Omissions insurance throughout the term of this Contract. 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.

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. The validity, interpretation, construction and performance of this Contract shall be governed by the internal laws of Minnesota. Contractor may not assign Contractor's rights or obligations hereunder without the prior written consent 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.

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

GRPUC
Address:
500 SE 4th Street
Grand Rapids, MN 55744
Attn: Chad Troumbly
Email:
cmtroubly@grpuc.org

Contractor
Address:
PO BOX 781
GRAND RAPIDS, MN 55744
Attn: Scott Windorski
Email: _____
Kellerfence@kellerfencenorth.com

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

KELLER FENCE COMPANY

By: *Scott Windorski*

Print Name: Scott Windorski

Title: Vice President

Date: 8-27-2024

Grand Rapids Public Utilities Commission

By: *Julie A Kennedy*

Print Name: Julie A. Kennedy

Title: General Manager

Date: 08/28/2024



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 25, 2024

AGENDA ITEM: Consider a motion to approve the procurement contract with Trachte, LLC, to repair the roof at the Grand Rapids 115 kV Substation for \$28,514 and allow the General Manager to sign the contract.

PREPARED BY: Chad Troumbly, Electric Department Manager

BACKGROUND:

This purchase is for repairing the leaking roof at the main substation. The roof's design has changed since the facility was built in the early 2000s. The repairs are aimed at addressing problems caused by ice dams, which have led to water leaking into the switchgear cabinets. This procurement is part of an approved Electric capital purchase with a budget of \$25,000. To date, no money has been spent.

Trachte is the original building manufacture and has the experience to correct the problem.

RECOMMENDATION:

Consider a motion to approve the procurement contract with Trachte, LLC, to repair the roof at the Grand Rapids 115 kV Substation for \$28,514 and allow 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 Trachte, LLC a Building manufacturer in Wisconsin located at 422 N. Burr Oak Avenue Oregon, WI 53575 (“**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 Replace roof panels, removing old multi-rib panels and installing new standing seam roof panels. (“**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 9/30/2024. 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 9/30/2025, or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 1 year, in increments as determined by GRPUC, through a duly executed amendment.

2. Contractor’s Duties

- 2.1 The Contractor shall:

Replace roof panels with new provided by contractor, remove old multi-rib panels and installing new standing seam roof panels. Verify all insulation is in acceptable condition, replace, if necessary, after discussion with GRPU. The Contractor shall make sure that the building and substation gate remains secure while work is performed. The contractor shall work with GRPU for access and safety rules.

(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.

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.

4. Time

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

5. Consideration and Payment

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

5.1.1 Compensation. The Contractor will be paid twenty-eight thousand, five hundred and fourteen Dollars (**\$28,514**) in accordance with **Exhibit D**.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed twenty-eight thousand, five hundred and fourteen Dollars (**\$28,514**).

5.2 Payment.

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

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

6. Authorized Representative

GRPUC's Authorized Representative is Chad Troumbly, Electric Department Manager at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744, and the following telephone number: 218.326.7024, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Jesse Goplin, Delivery, Site, and Service Manager at the following business address: 422 N. Burr Oak Avenue Oregon, WI and the following telephone number: 608-291-2321, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

7. Exhibits

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

Exhibit A: Contract Terms

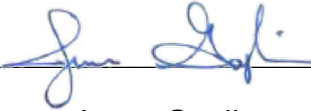
Exhibit B: Insurance Terms

Exhibit C: Specifications, Duties, and Scope of Work

Exhibit D: Price and Payment Schedule

[The Signature Page Follows]

Trachte, LLC

By: 

Print Name: Jesse Goplin

Title: Delivery, Site, & Service Manager

Date: 9/23/2024

Grand Rapids Public Utilities Commission

By: _____

Print Name: Julie A. Kennedy

Title: General Manager

Date: _____

Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

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

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

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

2. Termination.

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

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

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

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

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

3. Force Majeure.

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

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

4. Confidentiality.

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

5. Indemnification.

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

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

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

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

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

6. Subcontracting and Subcontractor Payment.

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

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

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

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

7. Government Data Practices.

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

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

8. GRPUC Audits.

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

9. Publicity and Endorsement.

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

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

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

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

11. Equal Employment, Nondiscrimination, and Affirmative Action.

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

12. General / Miscellaneous.

12.1 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.

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

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

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

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

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

Trachte, LLC
Address: 422 N. Burr Oak Avenue
Oregon, WI 53575
Attn: Jesse Goplin
Email: jgoplin@trachteusa.com

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

12.7 Modification and Waiver. No purported amendment, modification, or waiver of any provision hereof shall be binding unless set forth in a written document signed by all Parties (in the case of amendments or modifications) or by a Party to be charged thereby (in the case

of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

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

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

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

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

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

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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:

\$1,500,000 – per occurrence

\$1,500,000– annual aggregate

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

The following coverages shall be included:

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

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

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

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

Evidence of Subcontractor insurance shall be filed with the Contractor.

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

\$100,000 – Bodily Injury by Disease per employee
 \$500,000 – Bodily Injury by Disease aggregate
 \$100,000 – Bodily Injury by Accident

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

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

- 4.4 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

Replace roof panels at substation building in Grand Rapids MN, Main Substation. Roof leaks and has been reviewed by the contractor. Remove old multi-rib panels and installing new standing seam roof panels. Verify all insulation is in acceptable condition, replace, if necessary, after discussion with GRPU. The Contractor shall make sure that the building and substation gate remains secure while work is performed. The contractor shall work with GRPU for access and safety rules. Building Location is on Walter Ave, La Prairie MN.



Exhibit D: Price and Payment Schedule

The Contractor will be paid twenty-eight thousand, five hundred and fourteen Dollars after completion of work.

Payment 30 days after receipt of completion of work and acceptance by Grand Rapids Public Utilities.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 25, 2024

AGENDA ITEM: Consider a motion to approve the procurement contract with Rapid Garage Door and Awning for replacing the west garage door at the CSC garage bay for \$36,914.00 and allow the General Manager to sign the contract.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This purchase is part of the approved CSC Capital Budget of \$40,000. \$0 has been spent to date.

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

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 Rapid Garage Door and Awning for replacing the west garage door at the CSC garage bay for \$36,914.00 and allow the General Manager to sign the contract.

Capital Plan

2024 *thru* 2028

Item 6.

Grand Rapids Public Utilities Commission

Project # CSCW2404
Project Name CSC Truck Bay Doors

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

Total Project Cost: \$40,000

Description

The truck bay doors are heavily used throughout the year with both PU and city vehicle traffic.

Justification

The doors have reached the end of their useful life.

Expenditures	2024	2025	2026	2027	2028	Total
Purchases	40,000					40,000
Total	40,000					40,000

Funding Sources	2024	2025	2026	2027	2028	Total
Reserves-Unrestricted	40,000					40,000
Total	40,000					40,000

Budget Impact/Other

Budget Items	2024	2025	2026	2027	2028	Total
Capital Projects	40,000					40,000
Total	40,000					40,000

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 Rapid Garage Door and Awning, located at 423 NE 5th Ave. Grand Rapids, MN 55744 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotations from contractors for Supply and install a new garage door for the Service Center Garage. (“**Solicitation**”);

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

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

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

1.1 Effective date. The effective date of this Contract is September 11th, 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 December 31st, 2024, or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first.

2. Contractor’s Duties

2.1 The Contractor shall: Take out and dispose of existing West Garage door and install a 16’x14’ Wayne Dalton ADV-X Model 883 Strutted Exterior High speed Fabric Door.

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

4. Time

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

5. Consideration and Payment

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

5.1.1 Compensation. The Contractor will be paid Thirty Six Thousand Nine Hundred and Fourteen Dollars (\$36,914.00) in accordance with **Exhibit D**.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Thirty Six Thousand Nine Hundred and Fourteen Dollars (\$36,914.00).

5.2 Payment.

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

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

6. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson 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 Jarod Bowers at the following business address: 423 NE 5th Ave. Grand Rapids, MN 55744, and the following telephone number: 218.326.1333, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

7. Exhibits

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

Exhibit A: Contract Terms

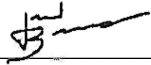
Exhibit B: Insurance Terms

Exhibit C: Specifications, Duties, and Scope of Work

Exhibit D: Price and Payment Schedule

[The Signature Page Follows]

Rapid Garage Door and Awning

By: 

Print Name: Jard Bowers

Title: Sales & Marketing Specialist

Date: 9/18/2024

Grand Rapids Public Utilities Commission

By: _____

Print Name: Julie A. Kennedy

Title: General Manager

Date: _____

Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

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

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

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

2. Termination.

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

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

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

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

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

3. Force Majeure.

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

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

4. Confidentiality.

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

5. Indemnification.

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

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

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

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

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

6. Subcontracting and Subcontractor Payment.

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

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

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

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

7. Government Data Practices.

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

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

8. 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

Rapid Garage Door and Awning
Address: 423 NE 5th Ave.
Grand Rapids, MN 55744
Attn: Jarod Bowers
Email: service@rapiddoor.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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Exhibit B: Insurance Requirements

1. Notice to Contractor.

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

2 Notice to Insurer.

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

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

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

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

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

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

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

4.1 Commercial General Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows: GRPUC does not allow limits lower than \$1.5 M. Contractor can use umbrella coverage to get to the minimum limit amount of \$1.5M

\$1,500,000 – per occurrence

\$1,500,000– annual aggregate

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

The following coverages shall be included:

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

4.2 Commercial Automobile Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Contract, and in case any work is subcontracted the Contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows: GRPUC does not allow limits lower than \$1.5 M. Contractor can use umbrella coverage to get to the minimum limit amount of \$1.5M

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

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

Evidence of Subcontractor insurance shall be filed with the Contractor.

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

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: GRPUC does not allow lower limits

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

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of GRPUC. If the Contractor desires authority from GRPUC to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that GRPUC can ascertain the ability of the Contractor to cover the deductible from its own resources.

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

4.6 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 C: Specifications, Duties, and Scope of Work

Take out and dispose of existing doors. Install 16' X 14' Wayne Dalton ADV-X Model 883 Strutted Exterior High speed Fabric Door

Exhibit D: Price and Payment Schedule

The Contractor will be paid Thirty Six Thousand Nine Hundred and Fourteen Dollars (\$36,914.00) in accordance with Exhibit D.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Thirty Six Thousand Nine Hundred and Fourteen Dollars (\$36,914.00).

GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 25, 2024

AGENDA ITEM: Consider a motion to approve the procurement contract with Electric Pump Inc. for rebuilding the spare domestic pump for \$25,410.00 and allow the General Manager to sign the contract.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This purchase is a non-budgeted expense due to an unplanned failure of one of the domestic pumps. This is a critical spare to ensure that we can address high flow situations in the collection system.

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

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 Electric Pump Inc. for rebuilding the spare domestic pump for \$25,410.00 and allow the General Manager to sign the contract.

PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Electric Pump Inc, located at 201 4th Ave S.W., New Prague, MN 56071 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotations from contractors to rebuild spare domestic pump (“**Solicitation**”);

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

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

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is August 27th 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. This Contract will terminate upon the first of the following to occur:

- 1.1 Contract expires December 31st 2024.
- 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.

3.1.2 Plus a not to exceed price of Five Hundred dollars for shipping (\$500.00).

3.1.3 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Twenty-Five Thousand Four Hundred Ten Dollars (\$25,410.00).

3.2 Payment.

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

4. Authorized Representative

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

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

5. **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.

6. **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.

7. Miscellaneous.

7.1 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

Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following order:

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

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

Electric Pump Inc.

Grand Rapids Public Utilities Commission

By: Adam Thoreson

By: _____

Print Name: Adam Thoreson

Print Name: Julie A. Kennedy

Title: Sales Representative

Title: General Manager

Date: 9/9/2024

Date: _____

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

3.5 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

1.1 The Contractor shall: Provide a rebuilt 60 hp flygt 3202 pump for the Grand Rapids Public Utilities.

Exhibit C: Price and Payment Schedule

Total Compensation: The Contractor will be paid Twenty-Four Thousand Nine Hundred and Ten Dollars (\$24,910.00). Plus, shipping of a not to exceed of Five Hundred Dollars for a not to exceed Grand Total of Twenty-Five Thousand Four Hundred and Ten Dollars (\$25,410.00).

Payment: GRPUC will pay the Contractor within thirty (30) day following receipt of an undisputed invoice that complies with Exhibit C. Payment will only be made for Goods received or Services actually performed that have been accepted by GRPUC.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 25, 2024

AGENDA ITEM: Consider a motion to approve the procurement contract with Electric Pump Inc for purchasing two 10 hp Flygt filtrate pumps for the WW primary plant for \$33,302.00 and allow the General Manager to sign the contract.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This purchase is a non-budgeted expense in 2024 due to the premature failure of one of the filtrate lift pumps at the primary plant. This project was originally slated for 2025. Pumping filtrate is a critical daily process in dewatering sludge.

The GRPU Procurement Policy was followed, and the procurement contract is on file. GRPU industrial customer has approved the purchase.

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 Electric Pump Inc for purchasing two 10 hp Flygt filtrate pumps for the WW primary plant for \$33,302.00 and allow the General Manager to sign the contract.

Capital Plan

2024 *thru* 2028

Item 8.

Grand Rapids Public Utilities Commission

Project # WWPP2501
Project Name Filtrate Lift Station Pumps

Department 4c-WWT Primary Plant
Contact Steve Mattson
Type Unassigned
Useful Life 10
Category WW System
Priority 02 - Significant Need
Status Active

Total Project Cost: \$38,000

Description
 The filtrate lift station moves all filtrate from the dewatered process to the primary clarifier for further treatment.

Justification
 This lift station is critical to the operation of the dewatering process.

Expenditures	2024	2025	2026	2027	2028	Total
Purchases		38,000				38,000
Total		38,000				38,000

Funding Sources	2024	2025	2026	2027	2028	Total
Customer Contributions-UPM		38,000				38,000
Total		38,000				38,000

Budget Impact/Other

PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Electric Pump Inc, located at 201 4th Ave S.W., New Prague, MN 56071 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotations from contractors to provide 2 new 10hp flygt filtrate pumps. (“**Solicitation**”);

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

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

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is August 28th, 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. This Contract will terminate upon the first of the following to occur:

- 1.1 Contract expires December 31st, 2024.
- 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.

3.1.2 Plus a not to exceed price of Five Hundred dollars for shipping (\$500.00).

3.1.3 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Thirty-Three Thousand Three Hundred Two Dollars (\$33,302.00).

3.2 Payment.

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

4. Authorized Representative

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

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

5. **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.

6. **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.

7. Miscellaneous.

7.1 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

Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following order:

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

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

Electric Pump Inc.

Grand Rapids Public Utilities Commission

By: Adam Thoreson

By: _____

Print Name: Adam Thoreson

Print Name: Julie A. Kennedy

Title: Sales Representative

Title: General Manager

Date: 9/9/2024

Date: _____

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

3.5 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

1.1 The Contractor shall: Provide two new flygt 3127.070.0002 10hp pumps.

Exhibit C: Price and Payment Schedule

Total Compensation: The Contractor will be paid Thirty-Two Thousand Eight Hundred and Two Dollars (\$32,802.00). Plus, shipping of a not to exceed of Five Hundred Dollars for a not to exceed Grand Total of Thirty-Three Thousand Three Hundred and Two Dollars (\$33,302.00).

Payment: GRPUC will pay the Contractor within thirty (30) day following receipt of an undisputed invoice that complies with Exhibit C. Payment will only be made for Goods received or Services actually performed that have been accepted by GRPUC.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 25, 2024

AGENDA ITEM: Consider a motion to approve the procurement contract with Jamar Company for installing a two-ton min split for number 7 building MCC for \$7,470.00.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This purchase is a non-budgeted expense due to an unplanned failure of the HVAC in number 7 building MCC room. Conditioning this space is critical to ensure the proper operation of the final clarifier pumps by preventing the variable frequency drives from overheating.

The GRPU Procurement Policy was followed, and the procurement contract is on file. GRPU industrial customer has approved the purchase.

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 Jamar Company for installing a two-ton min split for number 7 building MCC for \$7,470.00.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 25, 2024

AGENDA ITEM: Consider a motion to approve the procurement contract with Jamar Company for installing a two-ton min split for the industrial screen house building MCC for \$7,340.00.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This purchase is a non-budgeted expense in 2024 due to an unplanned failure of the HVAC in the industrial screen house building MCC room. This project was originally slated for 2025. Conditioning this space is critical to ensure the proper operation of the industrial lift pumps by preventing the variable frequency drives from overheating.

The GRPU Procurement Policy was followed, and the procurement contract is on file. GRPU industrial customer has approved the purchase.

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 Jamar Company for installing a two-ton min split for the industrial screen house building MCC for \$7,340.00.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 25, 2024

AGENDA ITEM: Consider a motion to approve the procurement contract with Baldwin Supply Company for the purchase of a gear box for the Parkson screen at the industrial screen house for \$14,593.62.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This purchase is part of the approved WWT Capital Budget of \$18,000. \$0 has been spent to date.

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

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 Baldwin Supply Company for the purchase of a gear box for the Parkson screen at the industrial screen house for \$14,593.62.

Capital Plan

2024 thru 2028

Grand Rapids Public Utilities Commission

Department 4b-WWT Screenhouse

Contact Steve Mattson

Type Unassigned

Useful Life 20

Category WW System

Priority 02 - Significant Need

Status Active

Project # WWSH2401
Project Name Drive Gear Boxes for Parkson Screens

Total Project Cost: \$18,000

Description

The drive gear boxes are used to run the parkson coarse screen and are essential for the operation of it. The gearboxes are over thirty years old and are past their useful life.

Justification

The drive gear boxes are past their useful life and need to be repaired/replaced to be able to ensure good service well into the future.

Expenditures	2024	2025	2026	2027	2028	Total
Purchases	18,000					18,000
Total	18,000					18,000

Funding Sources	2024	2025	2026	2027	2028	Total
Customer Contributions-UPM	18,000					18,000
Total	18,000					18,000

Budget Impact/Other



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 25, 2024

AGENDA ITEM: Consider a motion to approve the procurement contract with Novaspect Inc. for upgrading the process control system software Delta V (SCADA) to version 15 including new a pro-plus, service center app, 7 workstations and out of date controllers for \$109,489.00 and allow the General Manager to sign the contract.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This purchase is part of the approved WWT Capital Budget of \$115,000. \$0 has been spent to date.

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

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

RECOMMENDATION:

Approve a motion to approve the procurement contract with Novaspect Inc. for upgrading the process control system software Delta V (SCADA) to version 15 including new a pro-plus, service center app, 7 workstations and out of date controllers for \$109,489.00 and allow the General Manager to sign the contract.

Capital Plan

2024 thru 2028

Grand Rapids Public Utilities Commission

Department 4e-WWT Service Center

Contact Steve Mattson

Type Unassigned

Useful Life 10

Category WW System

Priority 02 - Significant Need

Status Active

Project #	WWSC2403
Project Name	Delta V Upgrades

Total Project Cost: \$115,000

Description

The process control system (SCADA) that the water wastewater utility uses is Delta V from Emerson. T

Justification

The process contrl system need to be updated on a regular basis to keep up with technology, licensing, support and modernization. This equipment has not beenupdated in 7 years and is quickly approaching the end of its useful life.

Expenditures	2024	2025	2026	2027	2028	Total
Purchases	115,000					115,000
Total	115,000					115,000

Funding Sources	2024	2025	2026	2027	2028	Total
Customer Contributions-UPM	67,500					67,500
Reserves-Unrestricted	11,500					11,500
Rplcmt Fund-Electric Infrastructure	10,500					10,500
Rplcmt Fund-Water Infrastructure	21,000					21,000
Rplcmt Fund-WWC Infrastructure	4,500					4,500
Total	115,000					115,000

Budget Impact/Other

Budget Items	2024	2025	2026	2027	2028	Total
Capital Projects	115,000					115,000
Total	115,000					115,000

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 Novaspect Inc., located at 1124 Tower Road, Schaumburg, IL 60173 (“**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 Providing hardware and services to upgrade the existing Delta V system to version 15. LTS. (“**Solicitation**”);

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

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

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

1.1 Effective date. The effective date of this Contract is September 3rd, 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 December 31st, 2024, or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first.

2. Contractor’s Duties

2.1 The Contractor shall:

Provide new state of the art Delta V system software and workstations to replace aging software and workstations. Provide hardware and services to upgrade the existing Delta V system to version 15. LTS.

(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 Contractor warrants and represents that the (i) the Goods provided by Contractor shall materially conform to the description in Contractor’s proposal referenced in Exhibit C hereto and shall be free from defects in material and workmanship and/or (ii) the Services provided by Contractor shall be performed in a timely and workmanlike manner. Contractor warrants (a) the Goods through the earlier of (i) eighteen (18) months from delivery or (ii) twelve (12) months from initial operation and/or (b) the Services ninety (90) days from the performance of Services (each, as applicable, the “Warranty Period”). Products purchased by Contractor from a third party for resale to GRPUC (“Resale Products”) shall carry only the warranty extended by the original manufacturer, and GRPUC agrees that Contractor has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. If GRPUC discovers any warranty defects, GRPUC must notify Contractor thereof in writing during the applicable warranty period. If GRPUC gives Contractor prompt written notice of breach of this warranty within the Warranty Period, Contractor shall, at its sole option and as GRPUC’s sole and exclusive remedy, repair or replace the subject parts, re-perform the Services or refund the purchase price. All costs of dismantling, reinstallation and freight under this warranty clause shall be borne by GRPUC unless and to the extent the defective goods were installed by Contractor. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable power sources or environmental conditions, accident, misuse, improper installation (unless installed by Contractor), modification, repair, use of unauthorized replacement parts, storage or handling, inaccurate and/or incomplete GRPUC-supplied data, or any other

cause not the fault of Contractor are not covered by this warranty. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION ARE EXCLUSIVE, AND CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of 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 those aspects within Contractor's control, 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 For a Contract with Goods: With the exception of any software or firmware embedded in the Goods, 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. Notwithstanding anything contained herein, Contractor or the applicable third party owner shall retain all rights, interest and title to its respective firmware and software. GRPUC’s use of third party firmware and software shall be governed exclusively by the third party owner’s applicable license terms. Contractor has all risk of loss until GRPUC accepts the Goods.

2.12 NOTWITHSTANDING ANYTHING TO THE CONTRARY, CONTRACTOR AND GRPUC AGREE NEITHER PARTY (INCLUDING AFFILIATES OR CONTRACTORS OF SAME) SHALL BE LIABLE FOR ANY DELAY IN PERFORMANCE NOR SHALL A PARTY’S LIABILITY INCLUDE INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES WHETHER OR NOT A PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH CLAIM INCLUDING, WITHOUT LIMITATION, LOSS OF TIME, OR LOSS OF ANTICIPATED PROFITS OR REVENUE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL CONTRACTOR’S (INCLUDING ITS AFFILIATES OR SUBCONTRACTORS) LIABILITY ARISING IN CONNECTION WITH THE CONTRACT EXCEED THE PRICE OR FEES PAID TO CONTRACTOR FOR THE SPECIFIC GOODS OR SERVICES PROVIDED BY CONTRACTOR GIVING RISE TO THE CLAIM OR CAUSE OF ACTION

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 For a Contract with Goods: The warranty applicable to Goods is as specified in Article 2.5 herein.

4. **Time**

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

5. Consideration and Payment

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

5.1.1 Compensation. The Contractor will be paid One Hundred and Nine Thousand Four Hundred and Eighty Nine Dollars (\$109,489) in accordance with **Exhibit D**.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed One Hundred and Nine Thousand Four Hundred and Eighty Nine Dollars (\$109,489), subject to any agreed upon changes per Articles 2.2 and 2.3 herein.

5.2 Payment.

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

5.2.2 Retainage. Not Applicable.

6. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4th Street, and the following telephone number: 218.326.7024, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Ben Wieggers at the following business address: 2885 Water Tower Place, Chanhassen, MN 55317, and the following telephone number: 1-952-738-2947, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

7. Exhibits

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

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

[The Signature Page Follows]

Novaspect, Inc.

By: *Lisa Shablin*

Print Name: Lisa Shablin

Title: Senior Contract Specialist

Date: September 18, 2024

Grand Rapids Public Utilities Commission

By: _____

Print Name: Julie A. Kennedy

Title: General Manager

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 and any order cancellation or restocking fees assessed to Contractor by its suppliers.

- 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**") either Party ("the Discloser") may disclose to the other Party (the "Recipient"), or Recipient may otherwise receive access to, confidential or proprietary information of Discloser ("**Confidential Information**"). Recipient 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, and in the case of Contractor as the Recipient, its suppliers (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. Recipient 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. Recipient shall promptly notify Discloser of any unauthorized use or disclosure of Confidential Information and cooperate with Discloser to prevent further use or disclosure. Recipient will be responsible for any breach of this paragraph caused by its Representatives. If Recipient is required by law or court order to disclose Confidential Information, Recipient shall provide Discloser with prompt written notice thereof, so that Discloser may seek a protective order or other appropriate remedy, as well as notice of the terms and circumstances surrounding such request or requirement. Recipient and its Representatives will use reasonable efforts to obtain and will not oppose action by Discloser to obtain such protective order or other appropriate remedy. If such protective order or other remedy is not obtained, then Recipient will furnish only that portion of the Confidential Information which Recipient is advised by Recipient'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 reasonable 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 subcontractors, 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 negligence provided, however, the foregoing

indemnity obligations will not apply to the percentage of the liability, loss or damage that is attributable to and caused by GRPUC. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for GRPUC's failure to fulfill its obligation under this Contract.

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

6. Subcontracting and Subcontractor Payment.

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

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

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

6.2 Subcontractor Payment. Reserved.

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, 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 owned by a party or developed prior to this Contract, and any intellectual property licensed by a third party or incorporated into the Goods and/or Services provided under the Contract, and any derivatives of that intellectual property and improvements thereof, whether or not used in the scope of this Contract.

8.1.3 “**Works**” means all data, databases, 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. With the exception of Pre-Existing Intellectual Property, GRPUC owns all rights, title, and interest in all of the intellectual property rights 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. The Contractor assigns all right, title, and interest it may have, excepting Pre-Existing Intellectual Property, 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.

Notwithstanding anything else in this Contract to the contrary, GRPUC retains and owns all rights, title, and interest in and to its data and database whether created before, during, or after this Contract.

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 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents, excepting Pre-existing Intellectual Property, 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.

- 8.4.2 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, provided that GRPUC: promptly notifies Contractor in writing of the filing of such suit or the threat thereof; permits Contractor to control completely the defense or compromise of such claim of infringement; and provides all reasonable assistance and cooperation requested by Contractor for the defense of such suit.. 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 the Works or Documents are held to be infringing in such suit, claim, or action and their use is enjoined, the Contractor must, at its sole option and expense, and as GRPUC's sole and exclusive remedy, 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.

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. Notwithstanding anything to the contrary, Contractor shall not be required to divulge any information of a confidential or proprietary nature not relevant to determining Contractor's compliance with respect to its performance of the Contract (e.g., developments of rates, overhead or profit factors, employee salary or personal information, business plans, etc.).

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. A copy of any notice sent to Contractor shall also be sent via email to records@novaspect.com.

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

Contractor
Address: 2885 Water Tower Place
Chanhassen, MN 55317
Attn: Ben Wieggers
Email: BWieggers@novaspect.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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Exhibit A, Supplement 1

IT TERMS

SUPPLY CHAIN SECURITY

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

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

Contractor must maintain certification/accreditation in an official supply chain security program and comply with that program’s security standards for all orders sourced from the Contract. Official supply chain security program is defined as one of the following: ISO 28000 or 27036 (as applicable), SAE AS5553 or other SAE standard (as applicable), Customs-Trade Partnership Against Terrorism (C-TPAT), Authorized Economic Operator (AEO), IEC 6244/NIST or other program accepted in writing by GRPUC. To demonstrate certification/accreditation, Contractor must provide to GRPUC within one (1) month following the effective date of this Contract or amendment adding this Section, whichever is later, a letter verifying its certification/accreditation in an official supply chain security program. Contractor will promptly notify GRPUC of any change to its certification/accreditation.

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

2. **Notification of Supply Chain Security Breach.** Contractor will promptly notify GRPUC, of any breach of supply chain security involving GRPUC Goods, including Goods intended to be but not yet delivered to GRPUC. Breach of supply chain security includes, but is not limited to, cargo theft, tampering, unauthorized access, or other activities that involve suspicious actions or circumstances. Goods received with viruses, malware or similar security deficiencies constitute breach of supply chain security.
3. **Return/Rejection of Goods.** Notwithstanding anything to the contrary, if a breach of supply chain security has occurred or GRPUC in good faith suspects a breach may have occurred, including evidence that packaging or Goods were tampered with or damaged, GRPUC may reject delivery of those Goods or return any of those Goods already delivered, subject to the warranty provisions of Section 2.5 of the Contract.

GRPUC may instruct Contractor to promptly sanitize or destroy Goods upon their return. Following the completion of any such sanitization or destruction, and upon request by GRPUC,

the Contractor shall provide a Certificate of Data Destruction/Sanitization that meets the requirements of the then current version of NIST Special Publication 800-88 or DOD 5220.22-M Supplement. The Certificate of Data Destruction/Sanitization must be provided to GRPUC, if requested, within one (1) month following the return of the Goods.

SECURITY AND DATA PROTECTION

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

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

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

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

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

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

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

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

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

All GRPUC data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to GRPUC by the Contractor upon request or upon completion, termination or cancellation of the Contract. The foregoing sentence does not apply if GRPUC authorizes in writing the Contractor to sanitize or destroy the data and the Contractor certifies in writing the sanitization or destruction of the data. Within ninety (90) days following any remittance of GRPUC data to GRPUC, Contractor shall, unless otherwise instructed by GRPUC in writing, sanitize or destroy any remaining data and certify in writing that the sanitization or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the Contractor's sole cost and expense. Notwithstanding the foregoing, GRPUC acknowledges and agrees that Contractor is not obligated to return or destroy copies of GRPUC data residing on Contractor's back-up, disaster recovery, or business continuity systems, until such time as the data is destroyed under its normal retention schedule.

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

2. **Notification of Incidents.** If Contractor becomes aware of or has reasonable suspicion of a privacy incident or security incident regarding any GRPUC data, Contractor must report such incident to GRPUC as soon as possible, but no later than forty-eight (48) hours after such incident. The decision to notify the affected data subjects and the form of such notice following report of a privacy incident or security incident are the responsibility of GRPUC. Notwithstanding anything to the contrary in this Contract and subject to the limitations of liability contained therein, Contractor will indemnify, hold harmless and defend GRPUC and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy incident or security incident caused by or due to the acts or omissions of Contractor involving any GRPUC data. For purposes of clarification, the foregoing sentence shall in no way limit or diminish Contractor's obligation(s) to indemnify, save, hold harmless, or defend GRPUC under any other term of this Contract. Contractor will reasonably mitigate any harmful effects resulting from any privacy incident or security incident involving any GRPUC data. Notwithstanding anything to the contrary, Contractor shall have no responsibility for any cybersecurity incident resulting from GRPUC's acts or omissions.
3. **Security Program.** Contractor will use best efforts to protect and secure GRPUC data related to this Contract. Contractor will establish and maintain an Information Security Program ("**Program**") that includes an information security policy applicable to any and all Software Services ("**Policy**"). Contractor's Program and Policy must align with appropriate industry security frameworks and standards.

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

4. **Data Management.** Contractor will not use GRPUC data, including production data, for testing or development purposes unless authorized in writing by GRPUC. Contractor will implement and maintain procedures to physically and logically segregate GRPUC data, unless otherwise explicitly authorized by GRPUC.
5. **Data Encryption.** Contractor must encrypt all GRPUC data at rest and in transit, in compliance with FIPS Publication 140-2 or applicable law, regulation or rule, whichever is a higher standard. All encryption keys must be unique to GRPUC data. Contractor will secure and protect all encryption keys to GRPUC data. Encryption keys to GRPUC data will only be accessed by Contractor as necessary for performance of this Contract.
6. **Data Storage.** Contractor warrants that any and all GRPUC data will be stored, processed, and maintained solely on designated servers and that no such data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.
7. **Data Center and Monitoring/Support Locations.** During the term of the Contract, Contractor will: (1) locate all production and disaster recovery data centers that store, process or transmit GRPUC data only in the continental United States, (2) store, process and transmit GRPUC data only in the continental United States, and (3) locate all monitoring and support of all Software Services only in the continental United States. GRPUC has the right to on-site visits and reasonable inspection of the data centers upon reasonable notice to Contractor prior to the visit.
8. **Security Audits & Remediation.** Contractor will audit the security of the systems and processes used to provide any and all Software Services, including those of the data centers used by Contractor to provide any and all Software Services to GRPUC. This security audit: (1) will be performed at least once every calendar year; (2) will be performed according to the Statement on Standards for Attestation Engagements (SSAE) 16 Service Organization Control (SOC) 2, International Organization for Standardization (ISO) 27001, or FedRAMP; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ("**Contractor Audit Report**"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the MGDPA; and (5) may be performed for other purposes in addition to satisfying this section.

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

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

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

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

In the event of termination or cancellation of this Contract for any reason, the Contractor shall continue to provide any then-existing Software Services for as long as GRPUC needs to transfer its data, software and other assets to an alternate service or service provider. After any such termination or cancellation, GRPUC may purchase the continuing Software Services at the pricing in effect prior to such termination or cancellation. The fee for any such purchase shall be prorated for the period of time needed, as determined by GRPUC, and shall be reduced by the amount paid for Software Services that were not used prior to such termination or cancellation. The amount of any such fee reduction shall be determined on a pro-rata basis. The Contractor shall refund to GRPUC any unused portion of payments for Software Services.

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

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

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

Exhibit B: Insurance Requirements

1. Notice to Contractor.

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

2 Notice to Insurer.

3 Reserved.

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

- 4.1 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.
- 4.2 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.
- 4.3 Contractor is responsible for payment of Contract-related insurance premiums and deductibles.
- 4.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached.
- 4.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.

4.6 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.

4.7 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.

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

5.1 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

5.2 Commercial Automobile Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Contract, and in case any work is subcontracted the Contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows: GRPUC does not allow limits lower than \$1.5 M. Contractor can use umbrella coverage to get to the minimum limit amount of \$1.5M

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

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

Evidence of Subcontractor insurance shall be filed with the Contractor.

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

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

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

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

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

5.4 Professional Liability, Errors, and Omissions. This policy will provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the Contract. Insurance **minimum** limits are as follows: GRPUC does not allow lower limits

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

\$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of GRPUC. If the Contractor desires authority from GRPUC to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that GRPUC can ascertain the ability of the Contractor to cover the deductible from its own resources.

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

5.5 Network Security and Privacy Liability Insurance (or equivalent). The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

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

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

5.6 Privacy Liability Insurance (or equivalent) The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The Contractor shall maintain insurance to cover claims which may arise from failure of the Contractor to ensure the security of not public data stored on GRPUC's documents, including but not limited to paper, microfilms, microfiche, magnetic computer tapes, cassette tapes, photographic negatives, photos, hard disks, floppy disks, and carbon sheets, while in the Contractor's care, custody, and control. Insurance minimum limits are as follows:

\$2,000,000 - Per Occurrence
\$2,000,000 - Annual Aggregate

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

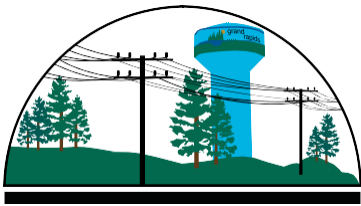
Exhibit C: Specifications, Duties, and Scope of Work

Reference Contractor's quotation N-493477 Rev 2 dated September 6, 2024.

Exhibit D: Price and Payment Schedule

5.1.1 Compensation. The Contractor will be paid One Hundred and Nine Thousand Four Hundred and Eighty-Nine Dollars (\$109,489) in accordance with Exhibit D.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed One Hundred and Nine Thousand Four Hundred and Eighty-Nine Dollars (\$109,489) subject to any agreed upon changes per Articles 2.2 and 2.3 herein..



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SAFETY REPORT September 2024 Commission Meeting

Safety Topic This Month

Safety Brad trained maintenance and line crew on rigging and load securement on September 18.

Safety Committee Program Review This Month

Safety Brad and the Safety Committee completed the Bloodborne Pathogens program review on September 19th.

Incidents Reported last Month by Department

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

Cumulative Incidents for 2024

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

Total FROI 2

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	1
W-WW	3	1	0	0	0
TOTAL	3	3	0	1	1



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 25, 2024

AGENDA ITEM: Consider a motion to approve the GRPUC Social Media Policy.

PREPARED BY: Julie Kennedy, General Manager

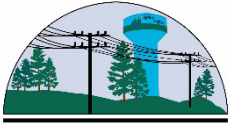
BACKGROUND:

As we continue to enhance our engagement with customers through digital platforms, it's essential to establish guidelines that uphold the integrity of our communication. The attached policy will serve to ensure that all posts, comments, and interactions on our social media channels are respectful, professional, and align with our mission to provide high-quality essential utility services. By setting clear boundaries, we aim to promote a positive online environment that encourages constructive feedback and dialogue while respecting First Amendment rights. This policy will provide clarity on the nature of acceptable content, safeguarding against potential legal issues and misunderstandings, and enhancing our ability to serve the public effectively.

This basis and model terms and conditions for this policy were developed for use by government agencies by Communications Counsel, a national communications consulting firm. Mark Weaver, founder of Communications Counsel and author of *A Wordsmith's Work*, presented at this year's MMUA conference on crisis communications and legal issues in social media communications.

RECOMMENDATION:

Consider a motion to approve the GRPUC Social Media Policy.



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COMMISSION POLICY

Social Media Policy

Category: Administration	Subcategory:	Policy Number:
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Section 1 - Purpose

Many of our customers and other stakeholders utilize social media for news and communications, we have developed our own social media accounts, which help us inform the public about our work and mission. We have an important interest in assuring the accuracy and consistency of information associated with our social media accounts. We also respect the First Amendment to the U.S. Constitution, the rights outlined in our state constitution, and the right to freedom of speech. These terms and conditions establish guidelines for the public's use of our social media accounts that balance all these values.

Section 2 – Definitions:

1. "Social media" means content (text, images, audio, links, or video) created or shared by us and communicated on our online accounts. The platforms on which we have created these accounts allow sharing, commenting, and other engagement. Examples of social media accounts we may use are Facebook, X, Instagram, YouTube, and LinkedIn.
2. "Comments" include any content (text, images, audio, links, or video) posted to one of our social media accounts by a user.
3. "User" means a member of the public who views or interacts with one or more of our social media accounts.

Section 3 – General Guidelines

1. These terms and conditions apply to all our social media accounts. Where possible, a link to these terms and conditions will be made available as a hyperlink or posted as text somewhere on our social media accounts.
2. Users should know that social media posts we make – as well as comments and replies to those posts, and any direct or private messages sent to us -- may be public records subject to applicable public records release.
3. Our social media accounts are not monitored 24/7 and no one should utilize our social media accounts to seek emergency services. Anyone in need of emergency help

should call 9-1-1.

4. We do not guarantee we will respond to comments or messages sent on our social media accounts.

Section 4 – Expectations

We believe that honest, civil, and productive discussions provide the best environment for citizens to understand the work of their government and participate in constructive engagement. That's why we ask users to consider that our social media accounts may be viewed by children and other impressionable people. Please avoid profanity, personal attacks, bullying, or use of incorrect information.

Section 5 – Content Moderation:

1. **Limited Public Forum.** Our social media accounts are created and maintained as limited public forums under federal caselaw pertaining to the First Amendment to the U.S. Constitution. We invite members of the public to view and, where possible, provide comments or other engagement on our social media accounts. However, the law permits us to hide and/or delete comments that are not protected speech under the First Amendment and relevant federal caselaw. We will not hide or delete comments solely because such comments are critical of our organization, its officials, or its employees.
2. **Prohibited Content.** Relevant First Amendment caselaw permits us to hide or delete certain comments on our social media accounts. The following comments may be hidden or deleted:
 - a. Comments directly advocating violence or illegal activity.
 - b. Comments containing direct criminal threats as defined by local, state, or federal law.
 - c. Comments containing obscenity, which is defined as sexually explicit and/or pornographic content that is patently offensive, appeals to prurient interest, and lacks serious literary, artistic, political, or scientific value.
 - d. Comments that directly promote or advocate for our organization to illegally discriminate based on race, age, religion, gender, national origin, disability, sexual orientation, veteran status, or any other legally protected class if such comments violate local, state, or federal law.
 - e. Comments containing links to malware and/or malicious content that affects the normal functioning of a computer system, server, app, or browser.
 - f. Duplicate comments posted repeatedly within a short period of time.
 - g. Comments containing actual defamation against a person, either as determined by a court or comments that are patently defamatory by easily discovered facts. When a public figure is the target, the poster must act with actual malice for the comment to be defamatory.
 - h. Comments that contain images or other content that violate the intellectual property or copyright rights of someone else, if the owner of that property notifies us that the property was included in a comment on our social media account(s).

- i. Comments that contain a hyperlink to any website other than those we control. will be done without regard to the viewpoint of the comment containing such a link or the content of the site to which the link redirects.
3. **Retention.** When a comment containing any of the above content is posted to one of our social media accounts and we proceed to hide or delete the comment, a copy or electronic record of that content may be retained pursuant to our records retention policy, along with a brief description of the reason the specific content was hidden or deleted.
 4. **Right of Appeal.** If we hide or delete a user comment pursuant to these terms and conditions, that user has the right to appeal that decision by sending an email or letter to info@grpuc.org or Grand Rapids Public Utilities, 500 SE 4th Street, Grand Rapids, MN 55744 within five business days of our action. Upon receipt of an appeal, our attorney will determine whether the comment at issue contained content protected by the First Amendment. If the appeal is successful, the comment may (if possible) be restored for public view, or the user may be permitted to repost the comment. Upon a determination that the comment was not protected by the First Amendment, the user will be notified that the appeal was denied. The return correspondence, sent within a reasonable amount of time, will provide the user with a brief legal explanation for the action taken.
 5. **Blocking or Banning a User.** When we determine that a user has violated these terms and conditions on three or more occasions within a 12-month rolling period, we may block or ban the offending user from the social media account where the violations occurred. If we block or ban a user, we will reasonably attempt to notify the user and describe the violation. If the appeal is successful and the user has not violated this policy three times within a rolling 12-month period, we will unblock or unban the user from the social media account. If the appeal is not successful, our decision will stand.
 6. **Accounts of Government Officials.** If, consistent with the test set forward by the U.S. Supreme Court in *Lindke v. Freed*, we determine that a social media account maintained in the name of one of our government officials is a government account, such accounts will be maintained consistent with this policy.

GRPU Member

GRPU Member

POLICY HISTORY:

Adopted:

Revised:



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 25, 2024

AGENDA ITEM: Consider a motion to approve the Executive/HR Assistant position description and authorize an internal posting for the position.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

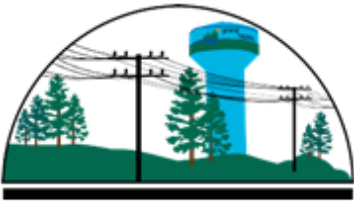
At their August 12, 2024, meeting, the City Council approved the motion put forward by City staff to terminate the shared Human Resources (HR) services with GRPU as of September 30, 2024. At the September 11, 2024, Commission Work Session GRPU staff provided proposed solutions to no longer working with the City for HR. GRPU staff presented their confidence in the ability to accomplish GRPU's HR needs internally. Prior to collaborating with the City, GRPU staff managed HR internally so the actions proposed in this agenda item would return us to that previous arrangement.

Attached is a position description for the Executive/HR Assistant position. The updated position description has been evaluated under the current GRPU classification system and placed within Pay Grade 5 with compensation ranging from \$39.65 to \$57.65 per hour.

The new Executive/HR Assistant position will be posted internally for 7 days seeking qualified applicants. The wage for the successful applicant will be determined by the new hire practices established in the 2024 classification and compensation plan.

RECOMMENDATION:

Consider a motion to approve the updated Executive/HR Assistant position description and authorize an internal posting for the position.



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POSITION TITLE: Executive/HR Assistant

DEPARTMENT: Administration

FLSA STATUS: Exempt

DATE: September 2024

ACCOUNTABLE TO: General Manager

Primary Objective of Position

This position is responsible under limited supervision for completing a variety of routine and complex clerical, administrative, communication, human resources (HR), and technical duties of a confidential nature to maintain accurate and timely official Utility and HR records.

Major Areas of Accountability and Job Duties:

Provide comprehensive support to the General Manager including coordinating work and activities, as directed, with other GRPU and/or City staff.

Oversee Commission meeting management including following legal requirements, assembling background materials, preparing agenda items, notices and agenda packets, attending Commission meetings, recording action items and preparing meeting minutes.

Maintain document storage and a record retention system for all Utility records ensuring documentation is properly executed and filed in a timely manner.

Prepare and distribute effective internal and external communications through various platforms such as email, intranet, media releases, radio ads, digital signage, website, social media, and newsletters.

Develop and assist in administering recruitment and selection procedures to ensure qualified individuals are available for employment. This includes preparing special recruitment materials, developing exam questions, and coordinating the examination process.

Assist in administering other personnel programs such as employee orientation, employee benefits, employee classification and compensation, safety program, substance abuse prevention, continuing education, appreciation, leadership, unemployment insurance, workers' compensation and retirement. This includes writing informational materials, researching and answering employees' questions, and developing orientation programs.

Advise and explain personnel policies, laws, and collective bargaining agreements to staff to ensure compliance, including conducting informational meetings and writing materials for distribution.

Analyze job content and work behaviors to develop job-related selection processes and ensure that classification structures meet operational needs.

Assist in labor negotiations by preparing technical documentation, making recommendations on employee programs, and maintaining clerical updates to labor contracts.

Conduct research, analysis, and assist in preparing informational materials for decision-making such as long-range plans, reports, policies, presentations, grant applications, and contracts.

Assist in scheduling Utility events and employee trainings, prepare correspondence, make reservations and travel arrangements.

Conduct confidential conversations requiring judgment as to content for correspondence and records.

Attend professional development offerings related to public administration, communications, safety and risk management, technology, and organizational development.

Make appropriate job decisions following standard policies and procedures.

Understand and comply with all workplace safety practices and report complaints of unsafe conditions and recommend changes to increase office safety.

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

Minimum Qualifications:

Bachelor's degree in public administration, communications, human resources/organizational development, or business-related field and five years of experience in office administration, or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.

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

Exceptional organizational skills and experience with electronic document preparation and storage in order to successfully maintain the Utility's records.

Strong sense of honesty, integrity, and credibility and the ability to use independent and discretionary judgement and manage confidential information.

Ability to demonstrate critical thinking skills to troubleshoot problems.

Excellent skills and abilities to effectively communicate verbally and in writing, including meetings, emails, reports, internal correspondence and external customer communications.

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

Ability to complete assignments with attention to detail and high degree of accuracy, including spelling, grammar, 10-key skills and arithmetic computations.

Observable positive attitude and an aptitude for working in a courteous, professional manner including excellent listening skills.

Strong interpersonal skills including tact, diplomacy, and flexibility in order to establish and maintain cooperative working relationships with vendors, employees, Utility officials, and other public entities.

Availability to work the Utility's normal office hours throughout the regular workweek, as well as possible evenings, weekends, and holidays, if required.

Preferred Qualifications:

Experience or working knowledge of electronic record retention management techniques, Microsoft Teams and SharePoint software applications, the principles and practices of public administration, and human resources and/or employee benefits and programs.

Tools and Equipment Used:

Computers and related software, including word processing, spreadsheet programs, communications software; calculator, telephone, and copy machine.

Physical Demands / Work Environment:

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

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

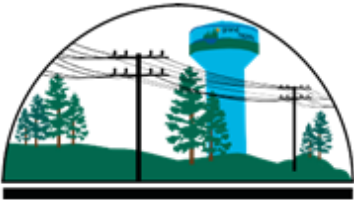
The employee must occasionally move up to 25 pounds. Specific vision abilities required by this job include close vision, peripheral vision, color vision, depth perception, and the ability to adjust focus.

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

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

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

Commission Approved Date: _____



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BUSINESS SERVICES DEPARTMENT MONTHLY REPORT September 2024 Commission Meeting

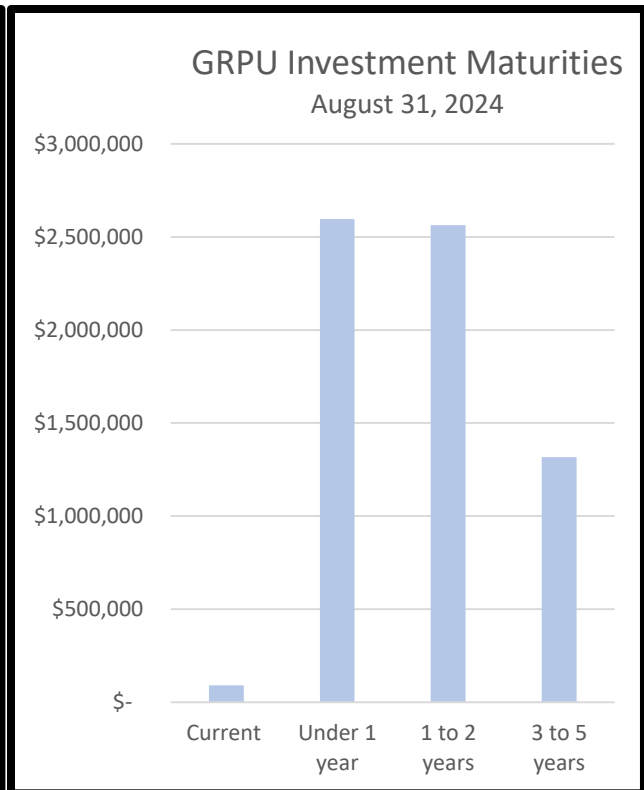
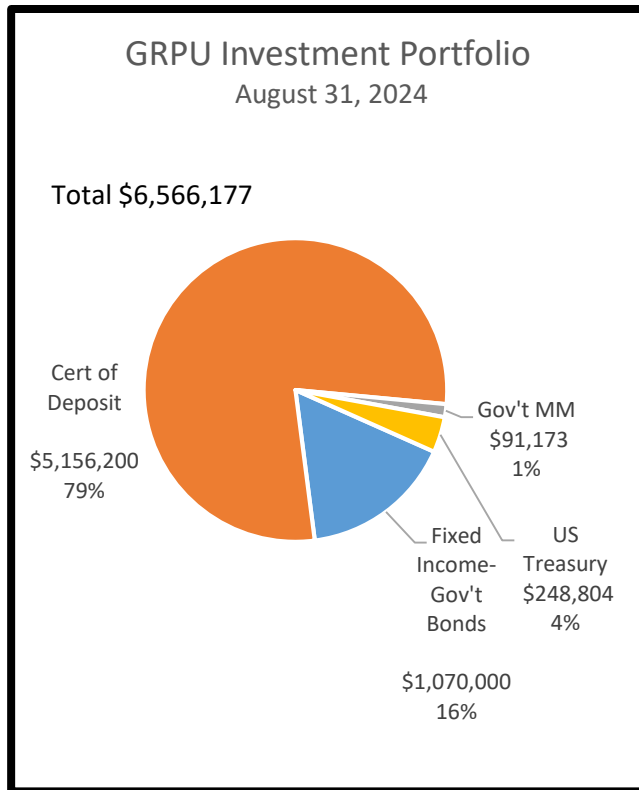
SAFETY

RELIABILITY

CUSTOMER SERVICE

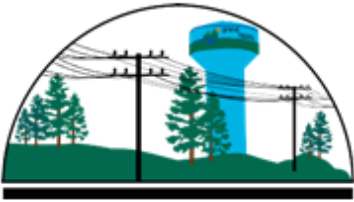
Governments have a fiduciary responsibility in managing their funds, including the ongoing management and monitoring of investment activity. Investments increased from \$2,658,837 at EOY 2022 to \$6,566,177 as of August 31, 2024.

SAFETY OF ASSETS – INVESTMENTS



CUSTOMER SERVICE – CUSTOMER-FOCUSED COMMUNICATION CAMPAIGNS

The customer outreach message for September focuses on the Cold Weather Rule. In August, radio ads, Facebook posts, and bill inserts were distributed, featuring materials mandated by the state of Minnesota.



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ELECTRIC DEPARTMENT MONTHLY REPORT Sept 2024 Commission Meeting

Electric Load Graph Last Month

The NEMMPA gross peak was set on 8/26. MP and GRPU successfully shaved the peak with a net reduction of 230 kW. The lower reduction was due to a forced outage on the battery from a fault occurring before the scheduled event began, causing the battery to lose charge. The fault was cleared by CAT prior to the peak event, but the battery was not charged enough for full output.

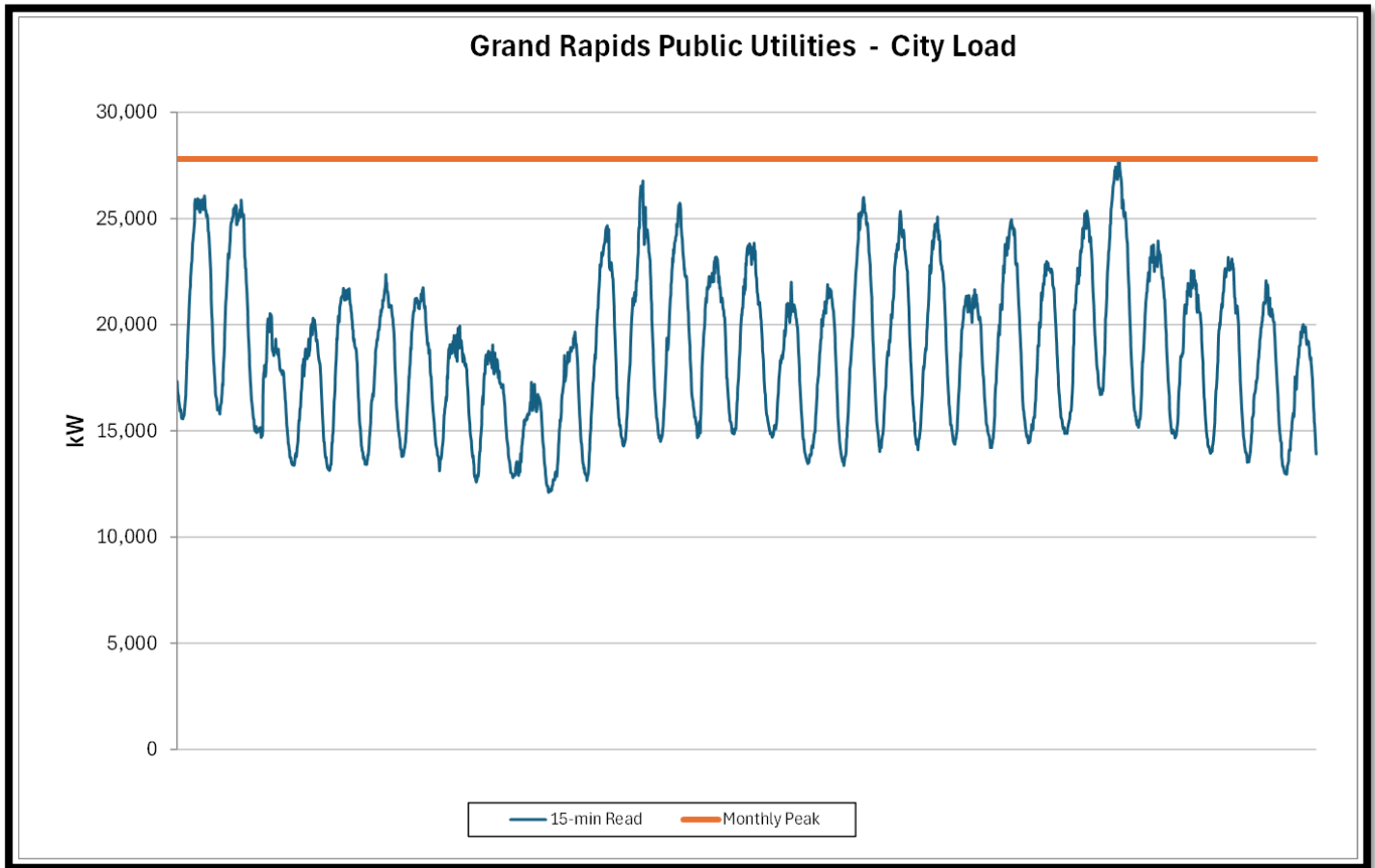


Figure 1: 27,798 kW GR Peak

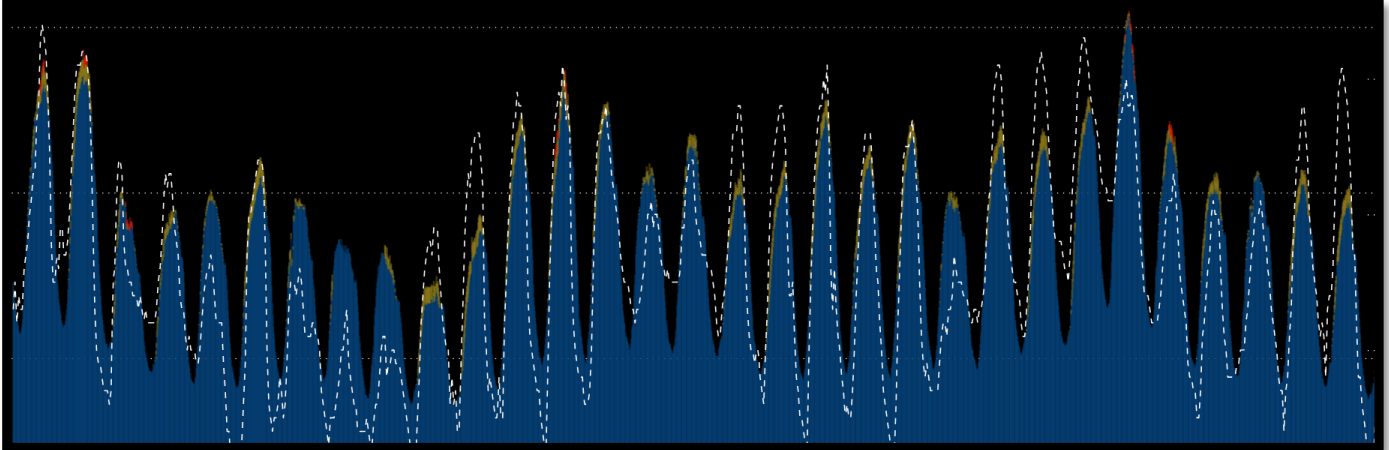


Figure 2: NEMMPA Load with Battery & Solar.

NEMMPA vs. non-NEMMPA Peak Last Month

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

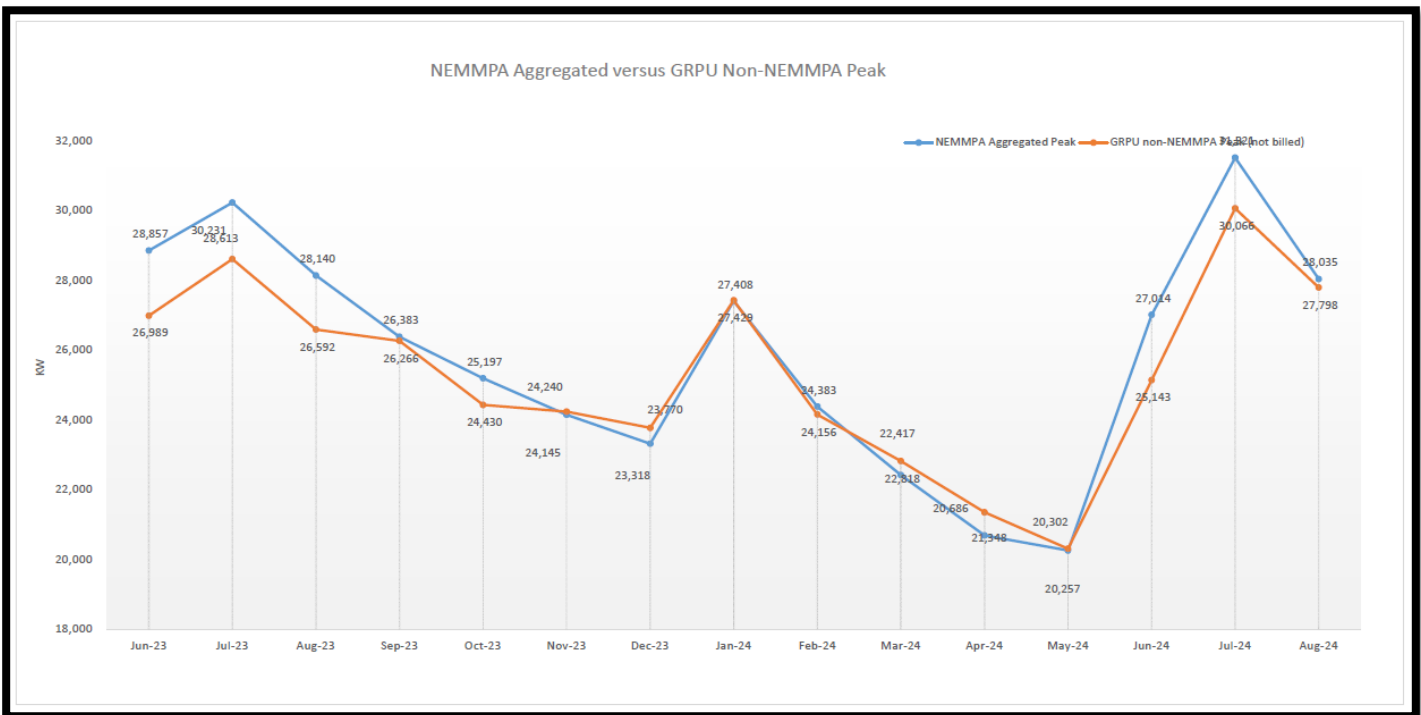


Figure 3: NEMMPA Peak -vs- non-NEMMPA

Effective Wholesale Electric Power Rate Last Month

The attached graph shows the effective wholesale electric rate. Main factor for increase is Midcontinent Independent System Operator (MISO) fees.

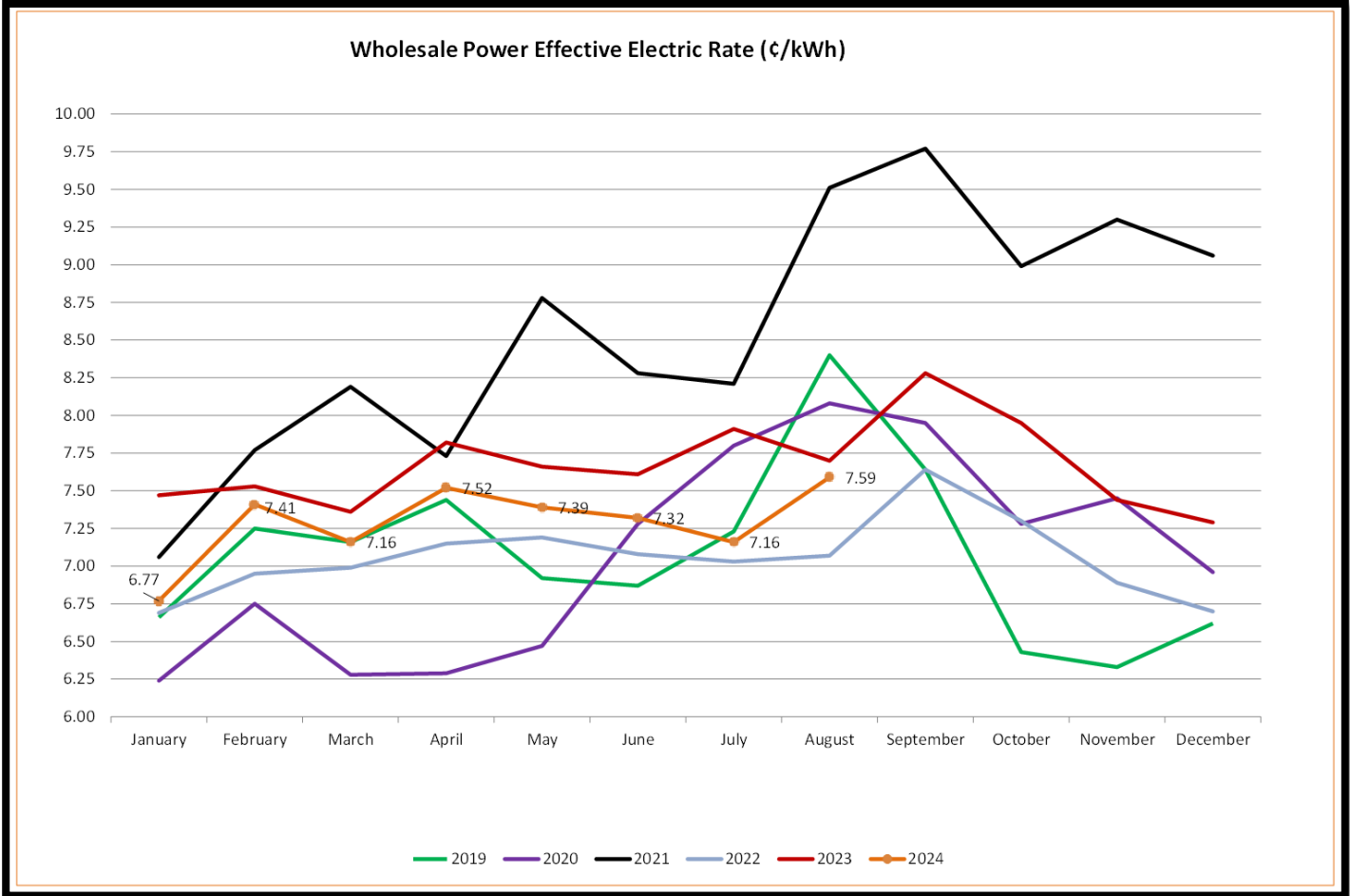
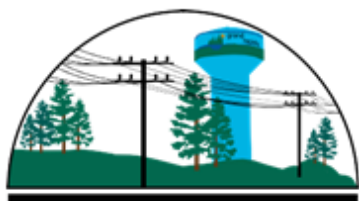


Figure 4: Wholesale Power Effective Elect Rate



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ELECTRIC DEPARTMENT MONTHLY RELIABILITY REPORT Sept 2024 Commission Meeting

Reliability Report Last Month

SAIDI:	0.23	Avg Minutes / Customers Served	CAIDI:	7.40	Avg Minutes / Customer Out	Total Customers Out:	239
SAIFI:	0.03	Cust Outages / Customers Served	CAIFI:	0.046	Avg Outages / Customer Out	Total Reported Hours:	30
Active:	7660	Active Electric Customers	Outages:	11	Total Number of Outages	Total Customer Hours Out:	273
ASAI:	99.99959	Average Percent System Available					

Figure 1: Reliability Numbers

Major outage summary: Grand Rapids Public Utilities Service Area suffered two large outages caused by wildlife. Nine other outages occurred throughout the month and are listed below.

Outage Time	Restored Time	Outage Type	Duration (Hours)	Customers Out	Customer Hours
8/2/2024 12:20:30 PM	8/2/2024 1:06:35 PM	Equipment -r-	0.77	3	2.30
8/2/2024 3:00:36 PM	8/2/2024 5:37:13 PM	Equipment -r-	2.61	1	2.61
8/3/2024 6:22:19 PM	8/4/2024 11:32:02 AM	Tree -r-	17.16	1	17.16
8/4/2024 6:27:58 AM	8/4/2024 10:14:50 AM	Wildlife -r-	3.78	1	3.78
8/6/2024 9:25:42 AM	8/6/2024 10:06:15 AM	Equipment -r-	0.68	1	0.68
8/8/2024 5:58:56 AM	8/8/2024 6:00:27 AM	Scheduled -r-	0.03	2	0.05
8/12/2024 6:08:13 PM	8/12/2024 7:06:08 PM	Wildlife -r-	0.97	125	120.66
8/12/2024 11:07:05 PM	8/13/2024 12:29:55 AM	Wildlife -r-	1.38	84	115.97
8/15/2024 6:54:23 AM	8/15/2024 8:19:35 AM	Unknown -r-	1.42	2	2.84
8/26/2024 11:58:56 AM	8/26/2024 12:14:02 PM	Wildlife -r-	0.25	1	0.25
8/29/2024 3:18:34 PM	8/29/2024 3:44:35 PM	Unknown -r-	0.43	18	7.80

Figure 2: Outage Information by Type



GRAND RAPIDS
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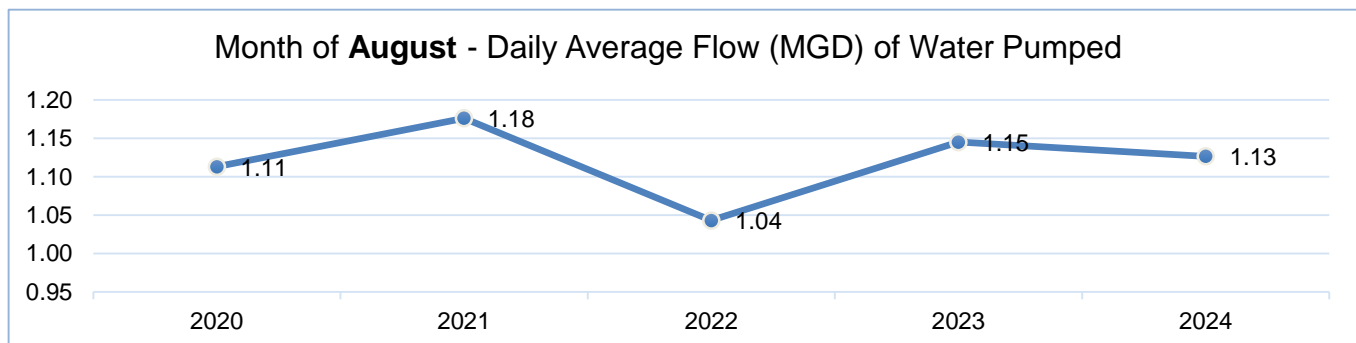
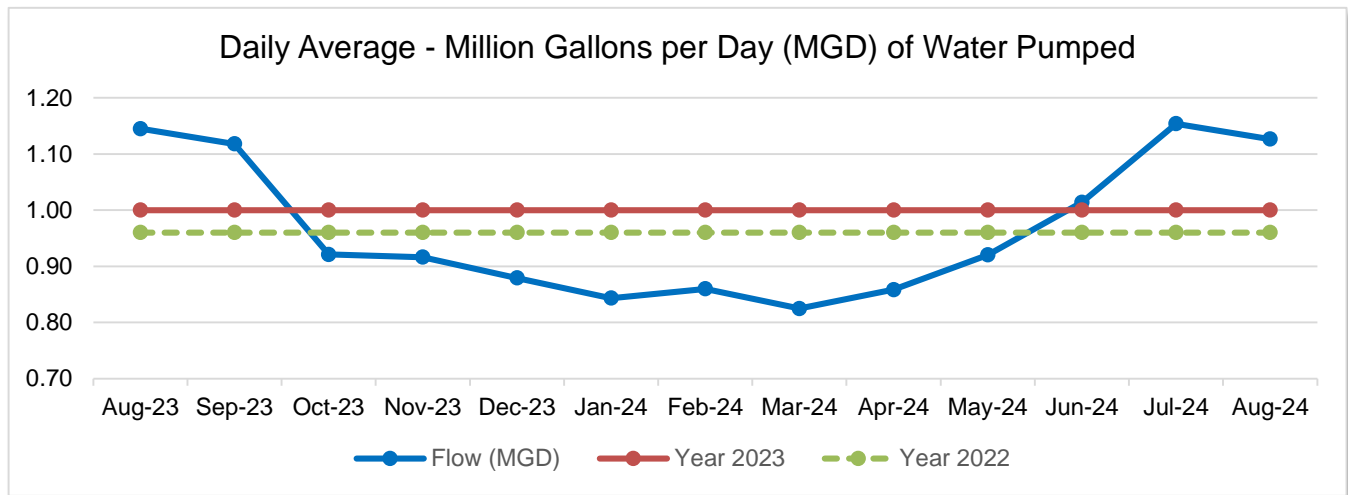
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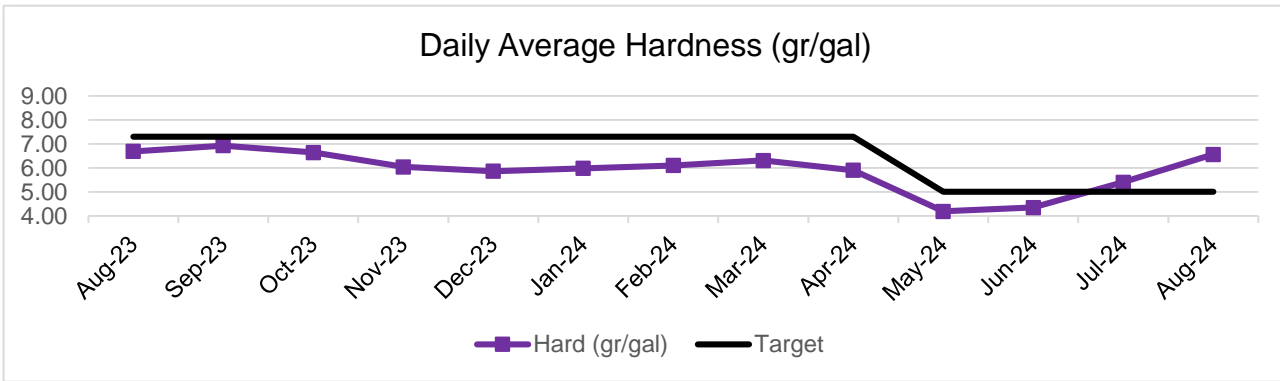
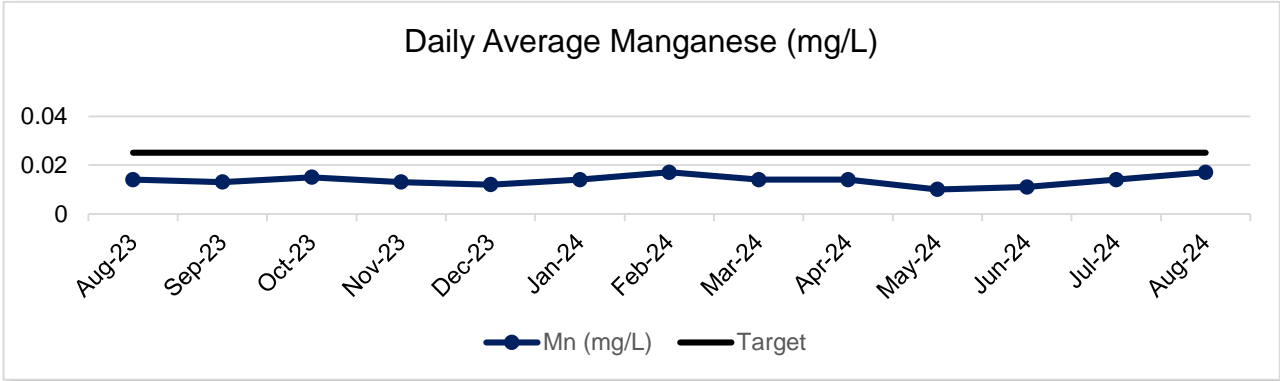
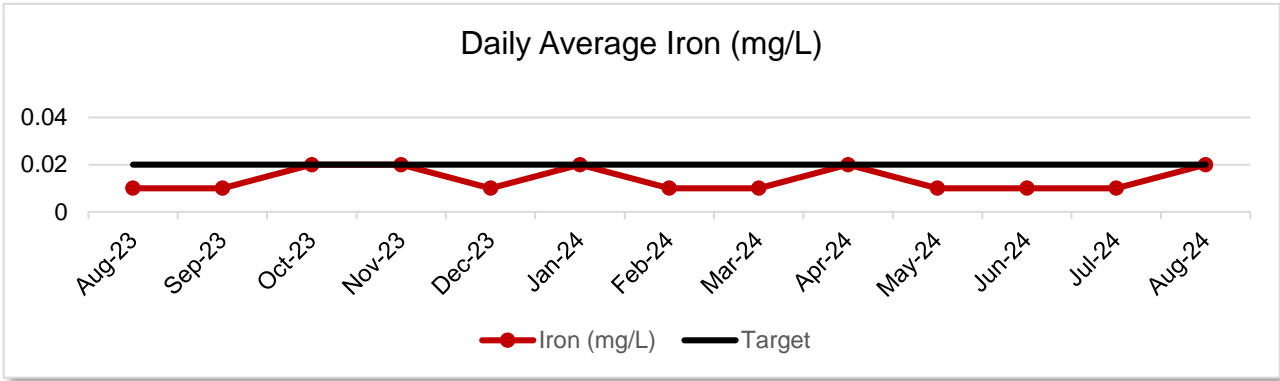
WATER UTILITY MONTHLY REPORT September 2024 Commission Meeting

Water Operations

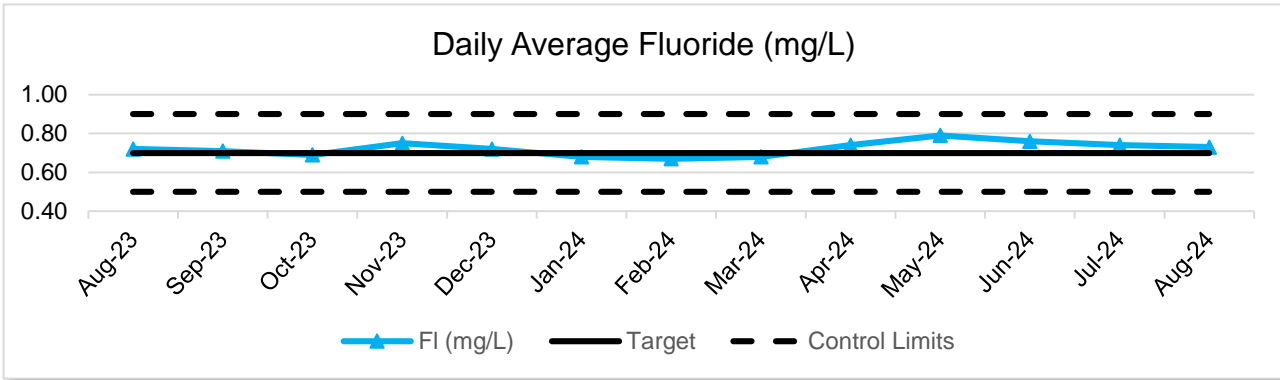
The water plant pumped an average of 1.13 million gallons of water per day (MGD) with a peak of 1.39 million gallons during last month which is normal for this time of the year.



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



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



Capital and Operations Project Summary

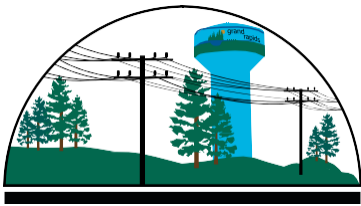
WTP Renovation Project Update:

Legionella mitigation efforts have impacted overall project efforts significantly. In addition, the recent vacancy of WW Operation Director has consumed significant time covering all the responsibilities around managing the WW process, lab and permit related issues. We hope to resume progress sometime this fall.

COMMISSION REPORT CONTENTS									
Agency Lead	Dept	Proj Desc	Proj #	Budget	Amount Spent	Percent Spent (calc'd)	Percent Complet	Status	Noted Issues / Highlights
GRPU	WATER	Water Plant Renovation	WATR2213	\$3,500,000	\$75,000	2%	1%	In Progress	Temporarily on hold.
City	WATER	3rd Ave NE & 7th st NE	WATR2002	\$790,000	\$0	0%	80%	In Progress	3rd complete, 7th paved soon.
GRPU	WATER	Booster Station Panel View	WATR2302	\$30,000	\$1,000	3%	25%	In Progress	Scheduling with contractor.
GRPU	WATER	South Tower Coating Repairs	WATR2310	\$150,000	\$0	0%	0%	Not Started	
City	WATER	Paradise Park	WATR2313	\$85,000	\$0	0%	85%	In Progress	Pipe is tied into the main.

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



**GRAND RAPIDS
PUBLIC UTILITIES**

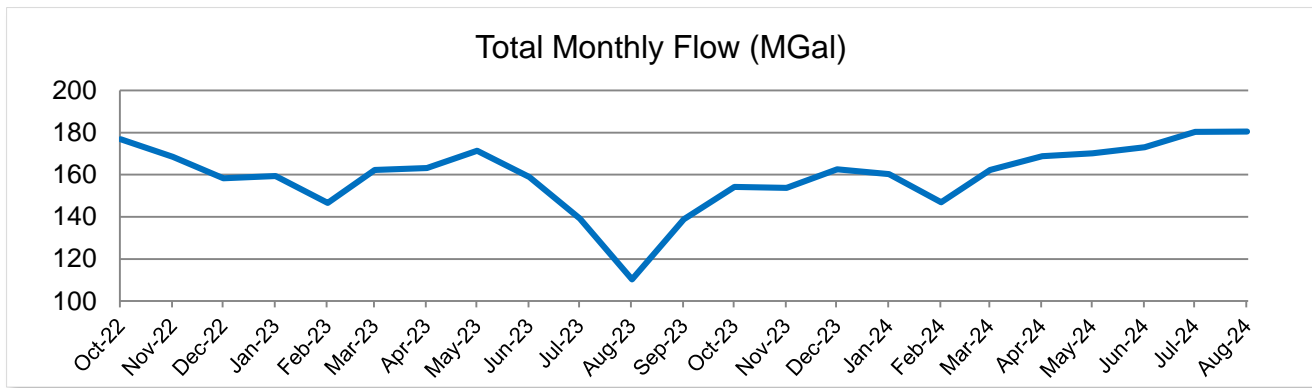
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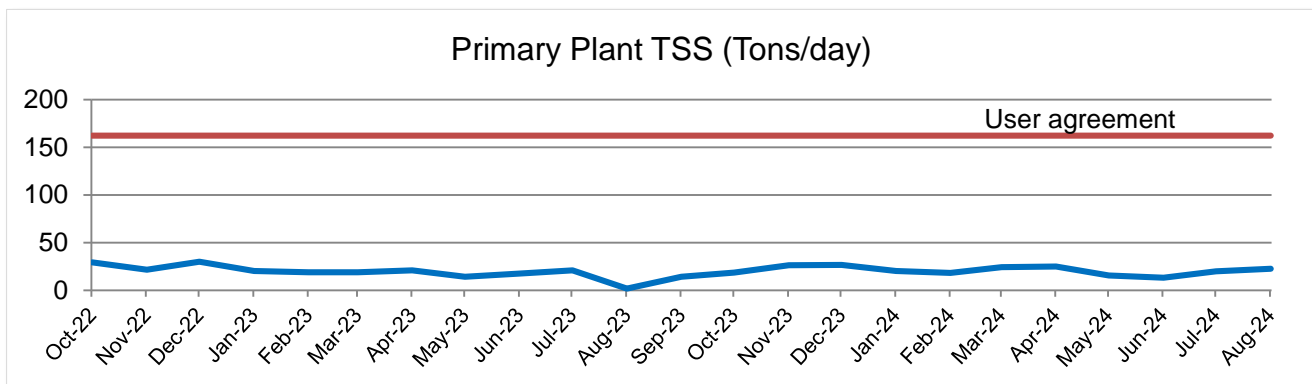
WASTEWATER UTILITY MONTHLY REPORT September 2024 Commission Meeting

Wastewater Operations

The Wastewater Treatment Plant (WWTP) met all National Pollutant Discharge Elimination System (NPDES) permit requirements last month. We treated 181 million gallons of water removing 99.6% of the Total Suspended Solids (TSS) and 99.2% Biochemical Oxygen Demand (cBOD).



	Design Limits (monthly AVG)	Actual Results
<u>Primary Plant</u>		
Flow (MGD)	13.25	4.4
TSS (Tons/day)	162	22.4
TSS Peak (Tons/Day)	284	45.5

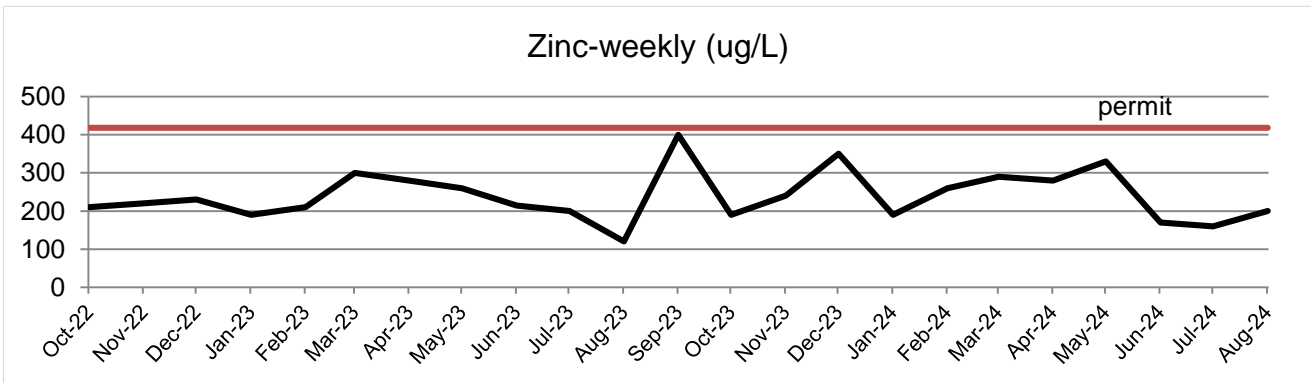
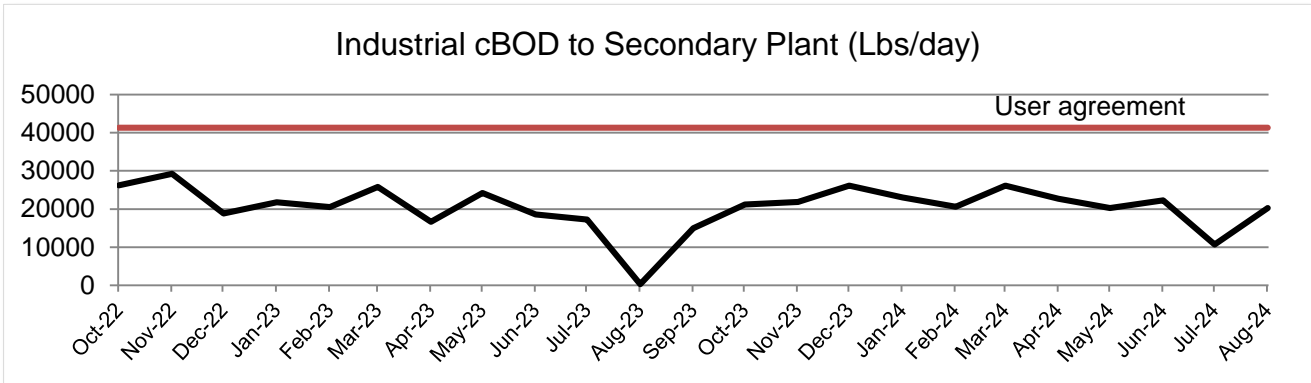


Design Limits
(monthly AVG)

Actual Results

Secondary Plant

Flow (MGD)	15.25	5.8
cBOD (lbs/Day)	41,300	23,270
Peak cBOD (lbs/Day)	57,350	37,708
Zinc-weekly (ug/L)	418	200
% GRPUC		30.0%

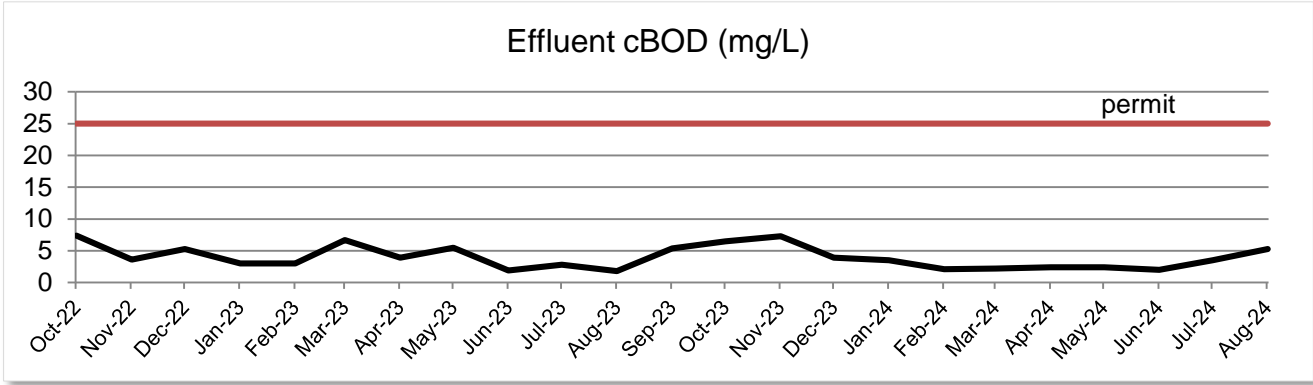
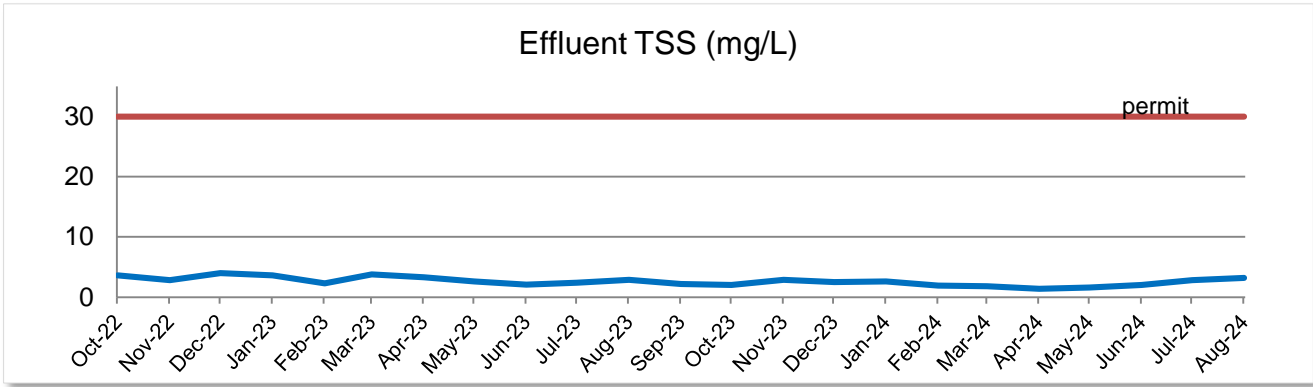


Permit Limits
(monthly AVG)

Actual Results

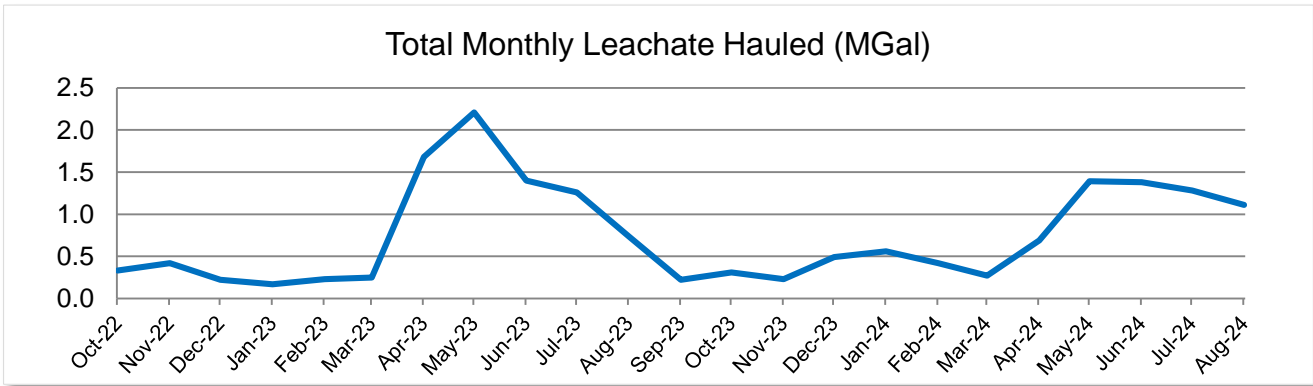
Effluent

TSS (mg/L) – monthly average	30	3.2
cBOD (mg/L) – monthly average	25	5.3
Dissolved Oxygen (mg/L)	>1.0	6.4



Sludge Landfill Operations

- 1.11 million gallons of leachate were hauled last month which is normal.
- 3048 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 Comple	Status	Noted Issues / Highlights	
City	WWC	3rd Ave NE, 7th St NE	WWCO2002	\$270,000	\$0	0%	80%	In Progress	3rd complete, 7th paved soon.	
GRPU	WWC	Jetting		\$150,000	\$10,000	7%	10%	In Progress	Resumed.	
GRPU	WWC	Lift Station 3 Controls Update	WWCO2403	\$25,000	\$12,500	50%	30%	In Progress		
GRPU	WWC	Lift Station Pumps	WWCO2005	\$35,000	\$20,000	57%	45%	In Progress		
GRPU	WWT	Septic Hauler Dump Station	WWDO2403	\$553,500	\$0	0%	5%	In Progress		
GRPU	WWT	Trash Compactor	WWDO2302	\$90,000	\$83,250	93%	10%	In Progress	Unit is onsite. Scheduling with Electric.	

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

Grand Rapids Public Utilities

September 25, 2024 Commission Meeting

Administration Department Head Presentation


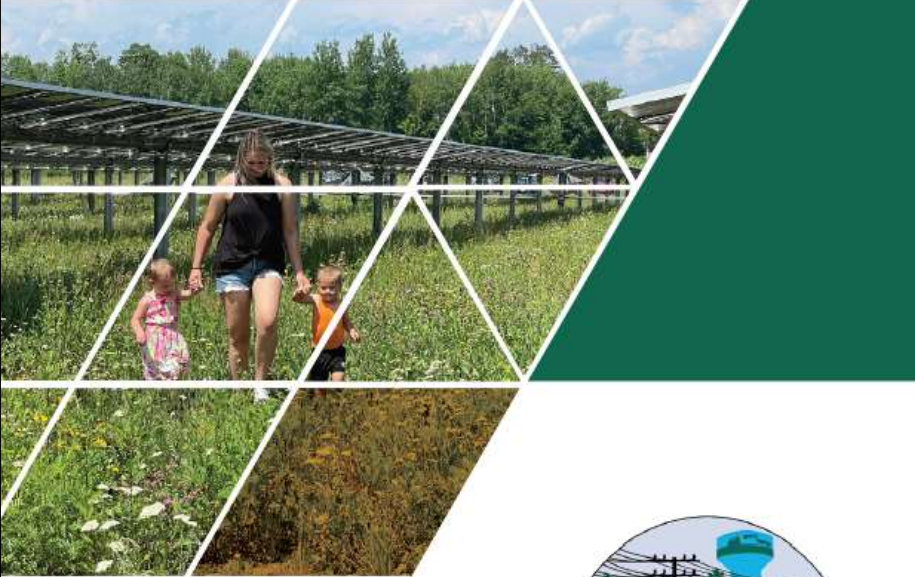
Julie Kennedy – General Manager



2023-2028 Strategic Plan – annual review time! 😊

STRATEGIC PLAN

2023-2028




GRAND RAPIDS PUBLIC UTILITIES
Service is Our Nature

Strategic Plan GRAND RAPIDS PUBLIC UTILITIES/2023 03

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.

City of Grand Rapids proposed Climate Action Plan

Item 20.

- City Climate Action Advisory Committee recently drafted a proposed Climate Action Plan
- GRPU commitments in the Plan include:
 - Continue to optimize the use of the Itasca Clean Energy Solar plus Battery Storage facility to shave peak electrical loads in the community
 - Evaluate current and potential GRPU load management programs
 - Provide additional education and environment content on the GRPU website for customers to learn about concepts and resources of climate resiliency
 - Create capacity in a position to assist GRPU customers with various electrification projects such as solar, batteries, or EVs


City of Grand Rapids
Climate Action Plan
Draft: September 16, 2024

City of Grand Rapids proposed Franchise Fees

- City program that will apply to all electric utilities w/in the City (GRPU, LCP, MP)
- GRPU has requested to meet w/ City staff on the implementation schedule of the Franchise Fees (anticipated week of Oct 7-11)
- Customer questions are being directed to the City Engineering Department



Franchise Fee



The City Council is evaluating the option to fund the street improvement management program through the collection of a franchise fee in lieu of property taxes.

WHAT IS A FRANCHISE FEE?
Every city has a franchise agreement with its utility companies (gas, electric, etc.) to use or rent the city owned right-of-way for business purposes.

- Right-of-way is city property located adjacent to roadways for utilities, construction access, and snow storage.
- By law, cities may charge utilities a fee for use of city-owned right-of-way. Utility providers will likely pass this fee onto their customers

How will it be used?
The city would fund regular maintenance projects with the money collected from the fee, including overlays and reconstruction, to prolong the life cycle of streets to 50- 60 years. The average life expectancy of local streets is approximately 25-30 years without ongoing maintenance.

Reliance on state funds, property taxes and increasingly expensive materials make the pavement management program vulnerable to cuts and delays, thus decreasing street life.

The city currently borrows money through bonding for new and reconstruction projects which is funded by general property taxes. At this point in time, the majority of all city streets are older than 30 years and require costly maintenance and repair.

Is this a New Tax?
By definition, the planned franchise fee is a rental fee or reimbursement with proceeds dedicated to finance the costs of the city street system.

Revenue collected from the fee, which will likely be passed on to customers of the utilities, will replace the portion of the property tax levy used to pay for street improvements.

To manage the larger street network and fully implement an adequate street improvement plan, the city will need to continually add \$350,000 to the levy without an alternate funding source.

Engineering / Public Works

- + Engineering
- + Public Works
- Airport
- GIS Department
- Electric Vehicle Charging

Contact Information

Engineering Department
Address: 420 N Pokegama Ave, Grand Rapids, MN 55744
Phone: 218-326-7601

Public Works Department
Address: 500 SE 4th St, Grand Rapids, MN 55744
Phone: 218-326-7481

GIS Department
Address: 500 SE 4th St, Grand Rapids, MN 55744
Phone: 218-326-7623

City of Grand Rapids IT services dissolution

- GRPU staff is working with KTI consultants who specialize in technology planning specifically for municipal utilities and electric cooperatives
- Consultants prepared a Technology Migration Planning Report following their 2-day on-site meetings with GRPU staff and City IT staff
- Report identified needs and timing for infrastructure, application and personnel
- Report laid out a 12- to 15-month schedule and stressed “Success is more important and the timeline”
- GRPU requested to establish regular meetings starting in early October w/ City staff to review the proposed plan and ensure a smooth transition

Legionella update – national level federal requirements

Item 20.

- U.S. General Services Administration (GSA) Baseline Drinking Water Quality Tests started in 2024 on approximately 1,400 federally owned facilities

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U.S. | [Water](#) | [Contamination](#) | [Bacteria](#) | [Legionnaires' Disease](#) | [CDC](#) | [Pneumonia](#)

Drinking Water Contamination Closes Government Building

Published Jun 13, 2024 at 3:47 PM EDT

The Centers for Medicare and Medicaid Services (CMS) headquarters in Baltimore has closed its doors after legionella, a bacteria with potentially fatal consequences, was found in the building's water supply.

Phoenix Sky Harbor International Airport Taking Proactive Measures After Water Tests Detect Legionella

JULY 23, 2024 5:45 AM

Phoenix Sky Harbor International Airport (PHX) is taking immediate and comprehensive actions to address the detection of Legionella bacteria and elevated copper levels found in several water sites. The proactive measures reflect the commitment to maintaining a safe environment for everyone at the airport.

Phoenix.gov

CHICAGO SUN-TIMES

THE WATCHDOGS CHICAGO HEALTH

Contaminated drinking water found at downtown day care, 2 more federal buildings

The bacteria that causes Legionnaires' disease as well as lead and copper were detected at a childcare center used by federal employees, Dirksen U.S. courthouse and at another federal office building.

By Brett Chase and Kyra Senese | Updated Aug 30, 2024, 4:16pm CDT

Legionella update – state level legislative proposals

- NJ Bill aimed at preventing and controlling Legionnaires' disease

SENATE, No. 2188 - STATE OF NEW JERSEY - 221st LEGISLATURE
Session 2024 – 2025, PRE-FILED FOR INTRODUCTION IN THE 2024 SESSION

SYNOPSIS

Requires DEP, DOH, owners or operators of certain public water systems, and owners or operators of certain buildings to take certain actions to prevent and control cases of Legionnaires' disease.

3. a. For every reported diagnosis of Legionnaires' disease, the Department of Health shall:

(1) conduct an investigation into the reported case; and

(2) advise the individual diagnosed with Legionnaires' disease about the availability of testing by the Department of Health of the fixtures and water-using equipment in the individual's residence, locations frequently visited, and places of employment in the 45 days immediately prior to the individual's diagnosis. In a manner consistent with the consent provided by the individual diagnosed with Legionnaires' disease or the owner of the property, the Department of Health shall sample and test the fixtures and water-using equipment for the presence of *Legionella* bacteria. Each test shall be conducted by a laboratory certified for this purpose by the Department of Health, and in accordance with the sampling and testing methods established and provided by the department.

d. The Department of Health shall establish on its Internet website a registry accessible to the public of de-identified data related to each case of Legionnaires' disease reported to the department.

As used in this subsection, "de-identified data" means information that does not identify an individual and for which there is no reasonable basis to believe that the information can be used to identify an individual, and which meets the requirements for de-identification of protected health information under the "Health Insurance Portability and Accountability Act of 1996," Pub.L.104-191, and any regulations adopted pursuant thereto by the Secretary of the United States Department of Health and Human Services. However, the Commissioner of Health shall make every effort to provide information on the approximate location of a case of Legionnaires' disease to the nearest city block or general neighborhood description.

Legionella update – local level efforts

- MDH reported no Legionnaires' cases in Grand Rapids during July or August
- Continue to conduct weekly testing for Legionella
 - Standard sites and specific customer requests
- Continue to stress importance of customers' role – the disinfection isn't effective if it's not getting through the building plumbing system
 - Keep the hot water hot
 - Keep the cold water cold
 - Flush infrequently used showers and fixtures
- Congratulations to GRPU Water Operations Director Brett Dickie for receiving the AWWA Minnesota Section Operator's Meritorious Service Award for 2024!!



Questions / Comments

Department Head Presentation

The next Regular **Work Session** is scheduled for Wednesday, **October 9, 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, **October 23, 2024 at 4:00 PM** in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next **joint City Council / GRPU Commission meeting** is **TENTATIVELY** scheduled for Wednesday, **October 30, 2024 at 4:30 PM** in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

