



# GRAND RAPIDS PUBLIC UTILITIES COMMISSION

## MEETING AGENDA

Wednesday, August 28, 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, August 28, 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 July 24, 2024 Work Session Minutes and the July 24, 2024 Regular Meeting Minutes.

**VERIFIED CLAIMS:**

2. Consider a motion to approve \$441,773.82 verified claims for July and August 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 and/or disposal of surplus property.
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.
5. Consider a motion to ratify the procurement contract with Widseth for professional services to provide support for electric distribution study analysis.
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.
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.
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.

- [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.
- [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.
- [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.

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:

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

ADMINISTRATION:

- [13.](#) Consider a motion to approve the General Manager Employment Agreement.

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.
- [15.](#) Review 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.
- [17.](#) Consider a motion to adopt the Electric Infrastructure Transfer policy.
- [18.](#) Review Electric Utility Monthly Report

WATER AND WASTEWATER DEPARTMENT:

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

DEPARTMENT HEAD REPORT:

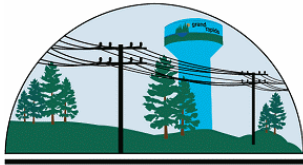
- [21.](#) Electric Department Head Presentation

ADJOURNMENT:

The next Work Session is scheduled for Wednesday, September 11, 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, September 25, 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, July 24, 2024**

**2:30 PM**

**President Stanley called the meeting to order at 2:33 pm.**

CALL OF ROLL:

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

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

**ABSENT: Commissioner Rick Smith with notice**

BUSINESS:

1. Mid-Year Financial and Policy Review

**Business Services Manager Jean Lane presented the Mid-Year Financial and Policy Review**

ADJOURNMENT:

**There being no further business, the meeting adjourned at 3:59 pm.**

**Respectfully submitted,**

*Megan Sjostrand*

**Megan Sjostrand**



**GRAND RAPIDS PUBLIC UTILITIES COMMISSION**  
**MEETING MINUTES**  
 Wednesday, July 24, 2024  
 4:00 PM

**Secretary Francisco called the meeting to order at 4:12PM**

CALL OF ROLL:

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

**OTHERS: Julie Kennedy, Chad Troumbly, Mike LeClaire, Jean Lane, Megan Sjostrand, TJ Otto**

**ABSENT: Commissioner Rick Smith with notice**

PUBLIC FORUM:

**No one from the public was present.**

PRESENTATION:

1. Presentation by TJ Otto from Minnesota Power on their IRP (Integrated Resource Plan).

**TJ Otto from Minnesota Power presented on their Integrated Resource Plan**

APPROVAL OF MINUTES:

2. Consider a motion to approve the June 12, 2024 Work Session Minutes and the June 26, 2024 Regular Meeting Minutes.

**Motion made by Commissioner Saxhaug, Seconded by Commissioner Adams to approve the June 12, 2024 Work Session Minutes and the June 26, 2024 Regular Meeting Minutes.**

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

VERIFIED CLAIMS:

3. Consider a motion to approve \$1,906,215.33 verified claims for June and July 2024.

**Motion made by Commissioner Adams, Seconded by Secretary Francisco to approve \$1,906,215.33 verified claims for June and July 2024.**

**Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, 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.

**Business Services Manager Jean Lane requested item #10 be removed from the consent agenda and placed on the regular agenda. Motion made by Secretary Francisco, Seconded by Commissioner Saxhaug to approve the consent agenda as amended with item #10 now being item #14a. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Adams**

4. Consider a motion to confirm the hiring of Linda George as a temporary part-time accounting specialist.

**Approved on consent agenda.**

5. Consider a motion to declare a Wastewater Operations Director vacancy exists, ratify the internal posting, and authorize the external advertising, if needed, for the position.

**Approved on consent agenda.**

6. Consider a motion to confirm the hiring of Mark Saunders as a temporary part-time WWTP Laboratory Technician.

**Approved on consent agenda.**

7. Consider a motion to ratify the Guaranteed Protection Plan, the State and Local Government Addendum Agreement # 3093736, the Equipment Lease Agreement, and Procurement Order and Security Agreement with Metro Sales Inc. for two leased Ricoh photocopy equipment in the amount of \$7,956.36.

**Approved on consent agenda.**

8. Consider a motion to ratify the Master Service Agreement, the unmanaged VoIP addendum to the Master Service Agreement, and the derived PRI procurement contract with Nextera Communications for telephone services in the amount of \$5,441.04.

**Approved on consent agenda.**

9. Consider a motion to contract with Wells Fargo as GRPU provider for merchant processing services and authorize the General Manager to sign related documents.

**Approved on consent agenda.**

10. Consider a motion to adopt resolution 07-24-24-03 providing preliminary authority to repay an interfund loan from the City of Grand Rapids, Minnesota.

**Removed from the consent agenda and placed on the regular agenda as #14a.**

11. Consider a motion to approve the procurement contract with Badger State Inspection for the cleaning of the water system clear well for \$12,000.00.

**Approved on consent agenda.**

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

**Motion made by Secretary Francisco, Seconded by Commissioner Saxhaug to approve the regular agenda as amended. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Adams**

SAFETY REPORT:

12. Review Safety Monthly Report

**Reviewed Safety Monthly Report**

ADMINISTRATION:

13. Review and discuss the 2024 Q2 Annual Plan Scorecard

**Reviewed and discussed the 2024 Q2 Annual Plan Scorecard**

14. Review Administration Department Monthly Report

**Reviewed Administration Department Monthly Report**

BUSINESS SERVICES DEPARTMENT:

- 14a. Consider a motion to adopt resolution 07-24-24-03 providing preliminary authority to repay an interfund loan from the City of Grand Rapids, Minnesota.

**Motion made by Commissioner Adams, Seconded by Secretary Francisco to adopt resolution 07-24-24-03 providing preliminary authority to repay an interfund loan from the City of Grand Rapids, Minnesota. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Adams**

ELECTRIC DEPARTMENT:

15. Review Electric Utility Monthly Report

**Reviewed Electric Utility Monthly Report**

WATER AND WASTEWATER DEPARTMENT:

16. Review Water Utility Monthly Report

**Reviewed Water Utility Monthly Report**

17. Review Wastewater Utility Monthly Report

**Reviewed Wastewater Utility Monthly Report**

DEPARTMENT HEAD REPORT:

**There was no department head report this month.**

ADJOURNMENT:

**There being no further business, the meeting adjourned at 4:53 pm.**

**Respectfully submitted,**

*Megan Sjostrand*

**Megan Sjostrand**





# GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** August 28, 2024

**AGENDA ITEM:** Consider a motion to approve \$441,773.82 verified claims for July and August 2024.

**PREPARED BY:** Jean Lane, Business Services Manager

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## **BACKGROUND:**

See attached check registers:

Computer check register \$441,773.82  
Manual check register \$ 0

Total \$441,773.82

## **RECOMMENDATION:**

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

Grand Rapids Public Utilities  
 Accounts Payable  
 July/August 2024  
 (Meeting Date: 8/28/2024)

Item 2.

NAME	AMOUNT	NAME	AMOUNT
Acheson Tire	210.00	Macqueen	2,051.62
Advantage Systems	278.95	McMaster-Carr	2,391.71
Bolton & Menk	12,256.50	MN Energy	45.00
Carquest	45.33	Minuteman Press	788.46
Central McGowan	3,594.65	NOS	9,660.00
City of Grand Rapids	4,430.44	Rapids Welding	59.45
Cole Hardware	335.36	RMB	2,405.60
Fastenal	879.69	SHI	3,360.00
Ferguson Waterworks	555.11	UPS	3.86
Green Again Lawn & Landscape	5,100.00	Vega	4,720.21
Grainger	244.38	Vessco	83,250.00
Graybar	1,321.02	Vestis	126.42
Hawkins	10,685.55	Viking Electric	37.64
Jamar Company	2,071.13	Wesco	3,084.75
L&M	27.98	Ziegler	277,600.50
Lake Country Lawn & Snow	4,900.00	Energy Efficiency Rebate:	
LVC Companies	2,863.58	Gustafson, Thomas	70.00
		Hagblom, Jerrie	35.00
		Joselyn, Bernadine	2,000.00
		Walker, Anne	283.93

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441,773.82



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

**AGENDA DATE:** August 28, 2024

**AGENDA ITEM:** Consider a motion to authorize the sale and/or disposal of surplus property.

**PREPARED BY:** Megan Sjostrand, Executive Assistant

### **BACKGROUND:**

The items shown in the attached document are no longer of use to the utility and are considered surplus property. In accordance with MN Statutes and Rules, we would like to sell, recycle, dispose of, or donate the items through means of public auction.

Grand Rapids Public Utilities will sell used surplus equipment and material by sealed bid at the GRPU Service Center, 500 SE 4th Street, Grand Rapids, MN. Items will be available for inspection Wednesday, September 4, 2024 – Thursday, September 5, 2024 between the hours of 9:00 AM – 12:00 PM. Items are being sold as is. Some items will require minimum bids. Bid forms will be received until 9:00 AM on Friday, September 13, 2024 at which time they will be publicly opened and read aloud. Successful bidders will be notified by phone if not present. The expense to remove the bid item(s) and the liability in moving the same is the sole responsibility of the successful bidder. Unless special arrangements are made, all bid items must be removed between the hours of 9:00 AM to 4:00 PM on Friday, September 20, 2024. Grand Rapids Public Utilities reserves the right to reject any or all bids or award upon such basis as they may deem to be in Grand Rapids Public Utilities' best interest.

### **RECOMMENDATION:**

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

# GRAND RAPIDS PUBLIC UTILITIES SURPLUS EQUIPMENT SALE

Grand Rapids Public Utilities will sell used surplus equipment and material by sealed bid at the GRPU Service Center, 500 SE 4th Street, Grand Rapids, MN. Items will be available for inspection Wednesday, September 4, 2024 – Thursday, September 5, 2024, between the hours of 9:00 AM – 12:00 PM. Items are being sold as is. Some items will require minimum bids. Bid forms will be received until 9:00 AM on Friday, September 13, 2024, at which time they will be publicly opened and read aloud. Successful bidders will be notified by phone if not present. The expense to remove the bid item(s) and the liability in moving the same is the sole responsibility of the successful bidder. Unless special arrangements are made, all bid items must be removed between the hours of 9:00 AM to 4:00 PM on Friday, September 20, 2024. Grand Rapids Public Utilities reserves the right to reject any or all bids or award upon such basis as they may deem to be in Grand Rapids Public Utilities' best interest.

# GRPU SURPLUS EQUIPMENT BID FORM

Item: Stackable Chairs  
Quantity: 1 Lot of 24 Chairs



Bidder Information

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Bid Amount: \_\_\_\_\_

# GRPU SURPLUS EQUIPMENT BID FORM

Item: Box of various sizes of binders

Quantity: 1 lot of 41 binders



Bidder Information

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Bid Amount: \_\_\_\_\_

# GRPU SURPLUS EQUIPMENT BID FORM

Item: Desk 6' x 3'

Quantity: 1

Bidder Information

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Bid Amount: \_\_\_\_\_



# GRPU SURPLUS EQUIPMENT BID FORM

Item: Foldable Tables 6' x 2'

Quantity: 6 total, Bid Amount is for 1

Bidder Information

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Bid Amount: \_\_\_\_\_

Bid Quantity : \_\_\_\_\_



# GRPU SURPLUS EQUIPMENT BID FORM

Item: Desk 6' x 3'

Quantity: 1

Bidder Information

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Bid Amount: \_\_\_\_\_



# GRPU SURPLUS EQUIPMENT BID FORM

Item: Large File Organizer

Quantity: 1

Bidder Information

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Bid Amount: \_\_\_\_\_



# GRPU SURPLUS EQUIPMENT BID FORM

Item: Desk 5' x 2.5'

Quantity: 1

Bidder Information

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Bid Amount: \_\_\_\_\_



# GRPU SURPLUS EQUIPMENT BID FORM

Item: Metal Shelf

Quantity: 1

Bidder Information

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Bid Amount: \_\_\_\_\_





# GRPU SURPLUS EQUIPMENT BID FORM

Item: Desk 5' x 2'

Quantity: 1

Bidder Information

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Bid Amount: \_\_\_\_\_



# GRPU SURPLUS EQUIPMENT BID FORM

Item: Square Tables 3' x 3'

Quantity: 3, Bid Amount is for 1

Bidder Information

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Bid Amount: \_\_\_\_\_

Bid Quantity: \_\_\_\_\_



# GRPU SURPLUS EQUIPMENT BID FORM

Item: Metal Bookshelf

Quantity: 1

Bidder Information

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Bid Amount: \_\_\_\_\_

Bid Quantity: \_\_\_\_\_



# GRPU SURPLUS EQUIPMENT BID FORM

Item: File Cabinet

Quantity: 3, Bid Amount is for 1

Bidder Information

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Bid Amount: \_\_\_\_\_



# GRPU SURPLUS EQUIPMENT BID FORM

Item: Two-Drawer File Cabinet

Quantity: 2, Bid Amount is for 1

Bidder Information

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Bid Amount : \_\_\_\_\_

Bid Quantity : \_\_\_\_\_



# GRPU SURPLUS EQUIPMENT BID FORM

Item: Rolling Utility Cart

Quantity: 1

Bidder Information

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Bid Amount: \_\_\_\_\_



# GRPU SURPLUS EQUIPMENT BID FORM

Item: Misc bin of water meters and valve parts.

Quantity: 1 lot of misc water meters and valve parts

Bidder Information

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Bid Amount: \_\_\_\_\_





## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

**AGENDA DATE:** August 28, 2024

**AGENDA ITEM:** 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.

**PREPARED BY:** Jean Lane, Business Services Manager

### **BACKGROUND:**

The City's Information Technology (IT) team, in collaboration with the Grand Rapids Public Utilities Commission (GRPUC), has been actively monitoring and managing the renewal of various Office 365-related licenses to ensure continuous service and functionality. These licenses, which include essential Office 365 tools, were due for renewal. The renewal process was completed to cover the term from August 14, 2024, through August 13, 2025.

Due to the timing of the renewal and to avoid any potential disruption in Microsoft software services, the Service Agreement with ZixCorp Systems was signed prior to the scheduled Grand Rapids Public Utilities Commission (GRPU) meeting on August 28, 2024. This proactive step was necessary to maintain uninterrupted access to vital Office 365 services, including email security, file management, and conferencing tools. The total cost for the annual license fees amounted to \$26,097.86.

### **RECOMMENDATION:**

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.

**Phone:**

**Bill to:**  
 Grand Rapids Public Utilities  
 500 Se 4th St  
 Grand Rapids, MN 55744-3666  
 US

**Ship to:**  
 Grand Rapids Public Utilities  
 500 Se 4th St  
 Grand Rapids, MN 55744-3666  
 US

**Billing Contact Information**  
 Name: Erik Scott  
 Phone: (218) 728-6000  
 Email: escott@grandrapidsmn.gov

**Technical Contact Information**  
 Name: Erik Scott  
 Phone: (218) 728-6000  
 Email: escott@grandrapidsmn.gov

- Issue Invoice
- Initiate Credit Card Payment

**Purchase Order No.:**

(If P.O. No. provided, please attach copy of P.O.)

Date: August 9, 2024  
 Expires On: August 27, 2024  
 Payment Terms: Net 30  
 Email Domains: grpuc.org

Acct Exec.: Jason Haydel  
 Order Type: Renewal with Cross-sell

Product	Qty / No. of Users	Term (mos.)	Price	Total Discount %	Extended Price
Secure Large File Add-on, Annual	55	12	\$12.50	35%	\$446.88
Office 365 G1 GCC, Annual	10	12	\$120.00	5%	\$1,140.00
Microsoft 365 Backup Bundle, Annual	55	12	\$34.20	20%	\$1,504.80
Essentials Email Security & Compliance Suite, Annual	55	12	\$122.00	49%	\$3,422.10
Email Continuity, Annual	55	12	\$5.50	25%	\$226.88
Microsoft 365 G3 GCC, Annual	44	12	\$432.00	5%	\$18,057.60
Microsoft 365 GCC G5 with Audio Conferencing, Annual	2	12	\$684.00	5%	\$1,299.60
<b>Total:</b>					<b>\$26,097.86</b>

Total: \$26,097.86
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\*\*\*Do not pay, this is not an invoice\*\*\*

**1 Payment Schedule:**

First Year Total	\$26,097.86
Grand Total	\$26,097.86

**2 Special Terms:**

All amounts are invoiced upon execution of this Services Agreement as described in Item 3, 'Invoicing and Payment'. For clarity, the term of this agreement is 8/14/2024 through 8/13/2025.

**3 Invoicing & Payment:**

This Services Agreement is entered into between ZixCorp Systems, Inc. for and on behalf of itself and its affiliates, which may provide Services hereunder ("Zix"), and the legal entity set out below. You represent and warrant that you have the authority to bind that entity (henceforth the terms "You" and "Your" throughout shall refer to such entity) to the subscriptions for Zix and third party services set herein (the "Services"). By signing below, acceptance of these terms by email, issuance of a non—cancellable purchase order for the amounts set forth herein, or by your use of the Services, you are entering into a subscription for the Services (including licenses related thereto) indicated on the face of this Services Agreement for the committed term ("Term"). Zix may issue invoices or initiate credit card payments, if applicable, upon the execution of this Services Agreement, and you agree to pay all invoices in U.S. dollars (or other currency specified herein) within the number of days specified under 'Payment Terms' on page 1 of this Services Agreement, or if nothing is specified, thirty (30) days from your receipt of a Zix invoice. Fees for the Services ("Fees") are due for payment at the beginning of each Term, unless otherwise stated on the Services Agreement, with the Term beginning on the thirtieth (30<sup>th</sup>) day following the date of this Services Agreement or, if earlier on the date the installation is completed and/or the services are initiated and made available to you. Installation and availability will occur and may be billed, on a service-by-service basis.

Zix provides bundled services, and it may reallocate pricing among Services for tax purposes. This means that line items on your invoice may not match this Services Agreement or your purchase order, although the total Fees for the Services will remain the same.

**Secure Cloud terms:** If you purchase and/or manage Services through the Zix Secure Cloud Portal ("Portal"), any changes to your Services you make are subject to the options and applicable terms and conditions provided in the Portal at such time, including applicable subscription term options (as such may be amended by Zix from time to time). If your Services include any services which are provisioned or managed through the Portal on a monthly subscription, or you subscribe to a Microsoft service in-conjunction with any other Services, you expressly acknowledge and agree that all such Services (including, without limitation, Microsoft Cloud Services) will be subject to automatic renewal at the end of the selected Term without the requirement for any further notice or action. Each such subscription will automatically extend (as binding fixed-term commitments) for subsequent fixed periods matching the Term selected by you for those Services (each, a "renewal period") and no cancellation or refund will be available unless written notice of non-renewal is provided no less than thirty (30) days prior to the end of the current Term. Such notice of non-renewal must be provided to Zix at Zix-customersuccess@opentext.com.

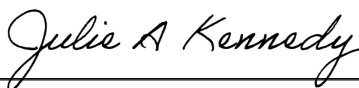
**4 Taxes; F.O.B.** Upon presentation of invoices by Zix, the Customer agrees to pay any tariffs, duties, or taxes imposed or levied by any government or governmental agency, including without limitation, federal, state, and local sales, imposed use, value-added, and personal property taxes (other than franchise and income taxes imposed on Zix's net income). Products are sent F.O.B. shipping location.

**5 SALES AND USE TAX - MARK (X) ONE OF THE FOLLOWING:** If no box is checked, sales and use tax will be charged. You will be charged sales and use tax upon invoicing. For tax purposes only, the pricing and discounts outlined on the first page of this Services Agreement may be allocated to the various components of the Zix solution on the invoice. This is done for tax purposes only and does not change the pricing or payment terms of the Agreement.

**A.**  Invoice sales tax to Customer.

**B.**  The customer is a tax-exempt organization (please attach a state tax exemption certificate to the contract). The customer name on the certificate and the services agreement should be the same. No sales and use tax will be included on the invoice.

**6** Other than as expressly set out in this Services Agreement, this Services Agreement and your use of the Services are governed by the applicable terms and conditions (for the service(s) you subscribe for) as set forth at <https://www.carbonite.com/legal/products-and-services-terms> (as such may be amended from time to time). In addition, if you subscribe for any Microsoft services you agree and acknowledge that your use thereof is strictly subject to your acceptance of the Microsoft service terms and operating guide which may be found here <https://www.microsoft.com/licensing/docs/customeragreement>. Any different or additional terms on your purchase orders or other documents are expressly rejected and shall not apply to this Services Agreement, or the Services purchased hereunder.

ZixCorp Systems, Inc.	Grand Rapids Public Utilities
<b>By:</b>	<b>By:</b> 
<b>Printed:</b>	<b>Printed:</b> Julie Kennedy
<b>Title:</b>	<b>Title:</b> General Manager
<b>Date:</b>	<b>Date:</b> 08/10/2024



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** August 28, 2024

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

**PREPARED BY:** Chad Troumbly, Electric Department Manager

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### **BACKGROUND:**

Widseth conducted an electric distribution study for GRPU in 2020. Additional analysis is needed using the model they developed. This contract allows GRPU and Widseth staff to collaborate on necessary modifications and analyses to address distribution questions and planning needs as they arise. The contract is based on an hourly rate, with funding coming from the Tioga Substation Expansion Project, and costs are expected to be under \$5,000.

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

### **RECOMMENDATION:**

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



**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **August 1, 2024** (“Effective Date”) between **Grand Rapids Public Utilities Commission** (“Owner”) and **Widseth Smith Nolting & Associates, Inc.** (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: **Miscellaneous Electrical Services** (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Assisting the Commission on day-to-day matters, attend Commission Meetings as requested, preparation of studies and reports including opinions of cost for potential future projects and other engineering tasks. (Services”)

Engineering Services for a specific project outside the above Miscellaneous Services, shall be detailed and documented in a duly executed “AUTHORIZATION FOR PROFESSIONAL SERVICES.”

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Owner and Engineer further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: **August 1, 2024 – December 31, 2024**
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

**2.01 Payment Procedures**

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 40 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 40 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

## 2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for Services as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
  2. Engineer's Standard Hourly Rates are attached as Appendix 1.

## 2.03 *Additional Services:*

- A. For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
    - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  4. such limited license to Owner shall not create any rights in third parties.

- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state of Minnesota.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### *Definitions*

- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

**Attachments:** Appendix 1, Engineer's Standard Hourly Rates & Reimbursable Expenses.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Grand Rapids Public Utilities Commission

Engineer: Widseth Smith Nolting & Associates, Inc

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print name: Julie Kennedy

Print name: Jason L. Zilka

Title: General Manager

Title: Vice-President

Date Signed: \_\_\_\_\_

Date Signed: 08/01/2024

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

500 SE 4<sup>th</sup> Street

3535 South 31<sup>st</sup> Street, Suite 203

Grand Rapids, MN 55744

Grand Forks, ND 58201

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **1/01/24**.

### **Engineer's Standard Hourly Rates**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:* **(See Attached)**



# WIDSETH

## 2024 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$135 / Hour
Level II	\$160 / Hour
Level III	\$185 / Hour
Level IV	\$195 / Hour
Level V	\$205 / Hour
Technician	
Level I	\$ 90 / Hour
Level II	\$115 / Hour
Level III	\$135 / Hour
Level IV	\$150 / Hour
Level V	\$165 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$140 / Hour
Marketing Specialist	\$123 / Hour
Funding Specialist	\$110 / Hour
Administrative Assistant	\$ 82 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$100 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$125 / Day
Hydrographic Survey System	\$500 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

**These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.**



## **GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM**

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**AGENDA DATE:** August 28, 2024

**AGENDA ITEM:** 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.

**PREPARED BY:** Chad Troumbly, Electric Department Manager

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### **BACKGROUND:**

This agreement is a continuation of a process started in July 2022. The Itasca County Radio Board created new agreements to cover all system users, and those agreements are required to be signed. GRPU has been training and using radios from ICRB. The agreement allows GRPU to communicate with Fire, Law, Public Works, and others during emergencies. Previously, GRPU maintained their own radio system. The numbers of radios and costs will be reviewed yearly.

### **RECOMMENDATION:**

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.

# **Non-Member of ICRB Communications System Subscriber Agreement**

Between the Itasca County Radio Board (ICRB) and Authorized Users Regarding:

Maintenance/System Administration of the 800 MHz P25-Based Trunked Simulcast

Radio System of Itasca County

THIS AGREEMENT made and entered into by and between the COUNTY OF ITASCA, a body politic and corporate, under the laws of the STATE OF MINNESOTA, hereinafter referred to as the "COUNTY," Itasca County Courthouse, 123 NE 4<sup>TH</sup> St. Grand Rapids, Minnesota 55744, and the City of Grand Rapids Public Utilities, 500 SE 4th Street, Grand Rapids, MN 55744, acting by and through its duly authorized officers, hereinafter referred to as the "USER".

**WITNESSETH:**

WHEREAS, the COUNTY operates a Local Subsystem as part of the Countywide Public Safety Radio Communications System, hereinafter referred to as "System"; and

WHEREAS, the COUNTY has provided for the capability of Cities, Agencies, Districts and Other Authorized Users within the County to have access to the System; and

WHEREAS, the COUNTY bears primary responsibility for the health, security and integrity of the System and other communications systems; and

WHEREAS, the USER has elected to participate as a subscriber with end user radios operating on the System and agrees that mobiles and portables are also necessary for communication interoperability.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the COUNTY and the USER agree as follows:

**1. PURPOSE AND INTRODUCTION**

The purpose of this Agreement is to define the rights and obligations of the COUNTY and the USER with respect to the cooperative and coordinated purchase, lease, maintenance, technical and administrative support and use of portable and mobile radios by the USER on the COUNTY's System.

The System is a multi-site general purpose wireless communications system designed to provide, among other things, adequate area coverage reliability for portable radio operation above ground level throughout most of the County. Other USER benefits and services include, access to a countywide public safety radio communications system, multiple system redundancies with backup power, a wide range of talk groups, electronic identification of all radios on all transmissions.

## **2. DUTIES AND RESPONSIBILITIES OF USER**

### **2.1 Conformance to Emergency Communications Board (ECB), Itasca County Radio Board, (herein after ICRB) and COUNTY Standards**

USER agrees to be aware of and conform to all applicable standards, policies, procedures and protocols established or amended by the ECB, ICRB and COUNTY related to use of the System including but not limited to radio user training requirements, radio operating guidelines, audit, monitoring and compliance.

### **2.2 Conformance to Federal Laws and Regulations**

USER agrees to be aware of and conform to all applicable Federal Rules, Regulation and Laws pertaining to use of the System including but not limited to the Communications Act of 1934 as Amended and Part 90 of the Federal Communications Commission Rules and Regulations.

### **2.3 Response to Improper Use**

In the event COUNTY informs USER that statistical analysis of System usage or other information indicates that USER personnel may have inappropriately used the System, or may have violated standards, policies, procedures, rules, regulations or laws regarding proper operation of the System, or may have violated the provisions of this Agreement, USER agrees to immediately report the violation to the ICRB and take immediate and appropriate investigative and corrective action to stop the violation and eliminate any reoccurrence.

### **2.4 Maintenance Fees**

USER agrees to pay the ICRB a \$15.00 flat monthly rate per mobile or portable radio for maintenance/system administration of the 800 MHZ P25 – based trunked simulcast radio system of Itasca County. This flat fee of \$15.00 per mobile or portable radio will be billed annually and is subject to annual cost adjustments as determined by the ICRB.

### **2.5 Invoicing and Payment Terms**

COUNTY will invoice USER annually for all fees specified herein. Payment of all fees herein shall be made directly to the COUNTY within thirty-five (35) days from receipt of the invoice.

### **2.6 Limitation of Radio Programming, Radio Code Plug Programming Files and System Key File**

All radios on the System shall be programmed only by the ICRB and the ICRB shall retain an archived electronic copy of all radio code plug programming files and encryption keys files installed in all radios covered by this Agreement. The configuration of all radio code plug programming files and radio templates shall be subject to approval by the ICRB before the radios will be activated on the System. All radio code plug programming files, system key files and encryption key files are the sole property of the ICRB and contain information that is classified as security information and non-public government data. Unless specifically authorized by the ICRB in writing, USER may not directly or indirectly, or permit any third party to: view, read, print, extract, copy, archive, edit, create, clone, transfer, tamper with or otherwise compromise the security of any radio code plug programming file, system key file or encryption key file for any radio on the System. In the event USER learns that any party has improperly or fraudulently

obtained radio code plug programming file information, system key file or encryption key file, USER will immediately notify ICRB of the security breach.

### **3. DUTIES AND RESPONSIBILITIES OF COUNTY**

#### **3.1 Allocation of System Resources**

The ICRB will allocate to USER, on a fair and non-discriminatory basis, sufficient System resources including Talk Groups, Announcement Groups, Radio Unit IDs, Alias IDs, etc. in order to provide USER with an equivalent grade of service afforded to other comparable System users. User shall submit a request for “Authorization to Use Talk Groups Not Owned by the Requesting Agency”, if such a request is necessary.

#### **3.2 Monitoring of USER Talk Groups**

The ICRB will periodically monitor talk groups allocated to USER for USER’s internal use for system management purposes including but not limited to maintenance, troubleshooting, system performance assessments, unusual traffic patterns (sudden jump in usage), policy and procedure compliance checks, etc. The ICRB monitoring of USER’s talk groups may occur at any time, for any duration, may be without notice and is subject to recording.

#### **3.3 Radio Station Licenses**

COUNTY shall hold and administer all FCC licenses on behalf of all users of the System. USER shall operate as authorized mobile, portable and control station radios under the COUNTY’S FCC radio station licenses.

### **4. CANCELLATION OF AGREEMENT**

#### **4.1 Term of Agreement**

This Agreement shall be for an initial term beginning on the date executed by the COUNTY and continuing through December 31, 2028. After the initial term and any subsequent extensions thereto, this Agreement will automatically be extended for an additional one (1) year term, unless either party gives written notice of intent not to extend to the other party, at least one hundred twenty (120) days prior to the expiration of the then current term. The intent of the initial term of the agreement is to line up with the purchase of new/updated radios, based upon the USER’s radio needs.

#### **4.2 Cancellation of Agreement**

This Agreement may be canceled with or without cause by either party upon one hundred eighty (180) days written notice.

#### **4.3 Actions Upon Termination**

Upon expiration or cancellation of this Agreement as provided for herein, USER shall provide verification that all radios have been removed from the system.

## **5. MERGER AND MODIFICATION**

### **5.1 Entire Agreement**

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

### **5.2 Amendments to Agreement**

Any alterations, variations, modifications, or waivers of provisions of this Agreement as provided for below, shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

## **6. DEFAULT**

**6.1** If either party hereto shall fail to fulfill its obligations under this Agreement properly and timely, or if either party hereto shall violate any of the covenants, agreements, or stipulations of this Agreement, thereupon the other party shall have the right to terminate this Agreement if the default has not been cured within thirty (30) days from the date on which the defaulting party received written notice specifying the default. This Agreement may then be terminated by the non-defaulting party giving at least ten (10) days written notice to defaulting party of such termination and specifying the effective date thereof.

**6.2** In the event the ICRB cancels this Agreement due to USER's default, USER shall provide verification that all radios and portables have been removed from system use.

**6.3** The above remedies shall be in addition to any other right or remedy available under this contract, law, statute, rule, and/or equity.

**6.4** The failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

## **7. MISCELLANEOUS PROVISIONS**

### **7.1 Independent Parties**

It is mutually understood that this Agreement does not create an employment relationship between the parties, nor does it create a partnership or joint venture, nor does it constitute a cooperative agreement or joint powers agreement.

**7.2 Liability**

Each party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by law, and shall not be responsible for the acts of the other party and the results thereof. The ICRB’s and the USER’s liability is governed by the provisions of Minnesota Statutes Chapter 466, and all applicable government tort limitations and protections.

**7.3 Data Privacy**

USER, its officers, agents, owners, partners, employees, volunteers or subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

**7.4 Contract Administration**

In order to coordinate the services of the USER with the activities of the ICRB so as to accomplish the purposes of this contract, City of Grand Rapids Public Utilities, shall manage this contract on behalf of the USER and serve as liaison between the ICRB and the USER.

**7.5 Notices**

Any notice or demand which must be given or made by a party hereto under the terms of this Agreement or any statute or ordinance shall be in writing and shall be sent registered-certified mail. Notices to the COUNTY shall be sent to the County Administrator with a copy to the Office of the County Sheriff at the address given below. Notice to the USER shall be sent to the address stated below.

To COUNTY: Itasca County  
County Administration  
123 NE 4<sup>th</sup> St.  
Grand Rapids, MN 55744

Itasca County Sheriff  
Itasca County Sheriff’s Office  
108 5<sup>th</sup> Street  
Grand Rapids, MN 55744

USER: City of Grand Rapids Public Utilities  
c/o Julie Kennedy  
500 SE 4th Street  
P.O. Box 658  
Grand Rapids, MN 55744



**7.6 Minnesota Laws Govern**

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this contract and the legal relations between the herein parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Itasca, State of Minnesota. Litigation, however, in the federal courts involving the herein parties will be in the appropriate federal court within the State of Minnesota. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

**In accordance with Minnesota Statute 403.38, which clarifies that, notwithstanding any provision to the contrary, the Emergency Communications Board has the final authority over technical and operational standards to provide for the development and implementation of a statewide backbone that maximizes the integration of the public safety radio communications system throughout the state. This agreement could be cancelled at any time if there are modifications to state law prohibiting such an agreement(s) or if state agencies prohibit such agreement(s).**

**7.8 Contract disputes**

The ICRB and USER agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to the ITASCA COUNTY SHERIFF and/or the ICRB for resolution. The decision of the ITASCA COUNTY SHERIFF shall be final and binding.

**Cost break-down:  
(\$15 per radio per month)**

**Base/Mobile/Portable:**

36

**Monthly Cost:**

\$540.00

**Yearly Cost:**

\$6480.00

**COUNTY ADMINISTRATOR APPROVAL**

USER, having signed this contract, and the County having duly approved this contract on the \_\_\_\_ day of \_\_\_\_\_, 2024, and pursuant to such approval, the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

Approved as to form  
and execution

COUNTY OF ITASCA  
STATE OF MINNESOTA

By: \_\_\_\_\_  
*Assistant County Attorney*

By: \_\_\_\_\_  
*County Administrator*

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*County Board Chair*

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on the day and year first above written.

By: \_\_\_\_\_  
*Authorized Agent*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTARY:**

\_\_\_\_\_  
Notary

**My Commission Expires:** \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Date

**Stamp:**



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** August 28, 2024

**AGENDA ITEM:** 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.

**PREPARED BY:** Chad Troumbly, Electric Department Manager

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### **BACKGROUND:**

After the major storm of July 2021, GRPU submitted for a FEMA grant to acquire a back-up generator for the CSC building that acts as the Emergency Operations Center (EOC) for the Utility. This installation is part of that project estimated at \$458,575.00. This is a 90/10 share grant. Procurement Policy G.030 was followed.

### **RECOMMENDATION:**

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.



## **GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM**

---

**AGENDA DATE:** August 28, 2024

**AGENDA ITEM:** 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.

**PREPARED BY:** Steve Mattson, Water/Wastewater Department Manager

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### **BACKGROUND:**

The current antenna lease agreement does not include a generator. This amendment will address the addition of a back-up generator to the site. There will be an additional rent of \$2000 annually added to the contract.

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

### **RECOMMENDATION:**

Approve 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.

**SECOND AMENDMENT TO LEASE FOR COMMUNICATIONS FACILITY AND LIMITED USE OF WATER TOWER.**

THIS SECOND AMENDMENT TO THE LEASE FOR **COMMUNICATIONS FACILITY AND LIMITED USE OF WATER TOWER**. (“Second Amendment”) is made and entered into by and between Grand Rapids Public Utilities Commission, State of Minnesota (“Landlord”), and T-Mobile Central LLC, a Delaware limited liability company (“Tenant”).

Recitals

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant (or as applicable, their respective predecessors in interest) entered into a Second Amendment to Site Agreement dated January 21<sup>st</sup>, 2009 (including any prior amendments, the “Lease”), with respect to the Premises located at 936 NW 6<sup>th</sup> Avenue, Grand Rapids, Minnesota 55744.

B. Landlord and Tenant desire to enter into this Second Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Effective as of \_\_\_\_\_, 20\_\_, Tenant will have the right to modify the Antenna Facilities as described and depicted on Exhibit B which is attached hereto and by this reference incorporated herein, and Landlord hereby consents to and approves of the modifications described and depicted on Exhibit B in all respects.

2. The following is added to Paragraph (3) of the Lease: “As additional consideration for the modification and other rights set forth in the Second Amendment, starting on the date of construction of the modifications to the Antenna Facilities, Rent will be increased by Two Thousand dollars (\$2000.00) per year, partial year to be prorated.”

3. The parties’ notice addresses set forth in Paragraph (11) of the Lease are deleted in their entirety and replaced with the following:

If to Tenant:

T-Mobile USA, Inc.  
Attn: Lease Compliance/Site No. CI54XC828  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

If to Landlord:

Grand Rapids Public Utilities Commission  
Attn: Julie Kennedy  
500 SE 4<sup>th</sup> Street,  
Grand Rapids, MN 55744

4. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Second Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Second Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Second Amendment, the terms and conditions of this Second Amendment will govern and control.

5. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Second Amendment, or if any such third-party consent or approval is required, Landlord has obtained any and all such consents or approvals.

6. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Second Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of the date of execution by the last party to sign.

**Grand Rapids Public Utilities Commission**

**T-Mobile USA, Inc**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Site # A1O0852A  
Market: Minneapolis

Item 8.

**EXHIBIT B**

SEE ATTACHED



# GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

---

**AGENDA DATE:** August 28, 2024

**AGENDA ITEM:** 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.

**PREPARED BY:** Steve Mattson, Water/Wastewater Department Manager

---

## **BACKGROUND:**

This purchase is covered under the approved WWT Capital Budget of \$15,000, with no expenditures to date. Any remaining balance will be allocated from another WWT capital project.

The procurement process adhered to the GRPUC Procurement Policy, and the procurement contract is on file.

Additionally, the vendor's Certificate of Insurance has been verified to meet the contract requirements and is also on file.

## **RECOMMENDATION:**

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.



**Capital Plan**

2024 *thru* 2028

Item 9.

**Grand Rapids Public Utilities Commission**

**Department** 4a-WWT Domestic

**Contact** Steve Mattson

**Type** Unassigned

**Useful Life** 20

**Category** Water System

**Priority** 02 - Significant Need

**Status** Active

**Project #** WWDO2402  
**Project Name** Domestic Screen Building Doors

**Total Project Cost:** \$15,000

**Description**

The doors on the domestic screen building are used multiple times daily and are stressed due to removal of garbage containers in and out.

**Justification**

The doors and hinges are in poor condition over the years of constant use and abuse and need to be replaced.

<b>Expenditures</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>Total</b>
Purchases	15,000					15,000
<b>Total</b>	<b>15,000</b>					<b>15,000</b>

<b>Funding Sources</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>Total</b>
Rplcmt Fund-WWC Infrastructure	15,000					15,000
<b>Total</b>	<b>15,000</b>					<b>15,000</b>

**Budget Impact/Other**

<b>Budget Items</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>Total</b>
Capital Projects	15,000					15,000
<b>Total</b>	<b>15,000</b>					<b>15,000</b>



## **GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM**

---

**AGENDA DATE:** August 28, 2024

**AGENDA ITEM:** 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.

**PREPARED BY:** Steve Mattson, Water/Wastewater Department Manager

---

### **BACKGROUND:**

This purchase is part of the approved WWT Capital Budget of \$60,000. \$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 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.

# Capital Plan

2024 thru 2028

## Grand Rapids Public Utilities Commission

Department 3-Wastewater Collection

Contact Steve Mattson

Type Unassigned

Useful Life 20

Category WW System

Priority 01 - Required

Status Active

Project # **WWCO2403**  
 Project Name **Lift Station 3 Controls Update**

Total Project Cost: \$25,000

### Description

After a thorough asset management review was conducted of the entire collection system a replacement schedule was created to ensure that we proactively replaced lift stations throughout the collection system that are reaching the end of their useful life.

### Justification

The controls for this lift station need to be updated due to outdated components.

Expenditures	2024	2025	2026	2027	2028	Total
Purchases	25,000					25,000
<b>Total</b>	<b>25,000</b>					<b>25,000</b>

Funding Sources	2024	2025	2026	2027	2028	Total
Rplcmt Fund-WWC Infrastructure	25,000					25,000
<b>Total</b>	<b>25,000</b>					<b>25,000</b>

### Budget Impact/Other

Budget Items	2024	2025	2026	2027	2028	Total
Capital Projects	25,000					25,000
<b>Total</b>	<b>25,000</b>					<b>25,000</b>

# Capital Plan

2024 thru 2028

## Grand Rapids Public Utilities Commission

**Department** 3-Wastewater Collection

**Contact** Steve Mattson

**Type** Unassigned

**Useful Life** 20

**Category** Equipment

**Priority** 01 - Required

**Status** Active

**Total Project Cost:** \$531,323

**Project #** WWCO2005  
**Project Name** Lift Station Pumps

**Description**

After a thorough asset management review was conducted of the entire collection system a replacement schedule was created to ensure that we proactively replaced pumps throughout the collection system are reaching the end of their useful life.

**Justification**

In order to maintain the integrity of the collection system, the retirement of aged pumps are necessary. From the asset review a strategic plan was put in place to replace 1-2 worn out pumps per year with a phased approach.

Prior	Expenditures	2024	2025	2026	2027	2028	Total	Future
138,323	Purchases	35,000	38,000	40,000	40,000	40,000	193,000	200,000
<b>Total</b>	<b>Total</b>	<b>35,000</b>	<b>38,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>193,000</b>	<b>Total</b>

Prior	Funding Sources	2024	2025	2026	2027	2028	Total	Future
138,323	Rplcmt Fund-WWC Infrastructure	35,000	38,000	40,000	40,000	40,000	193,000	200,000
<b>Total</b>	<b>Total</b>	<b>35,000</b>	<b>38,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>193,000</b>	<b>Total</b>

**Budget Impact/Other**

Prior	Budget Items	2024	2025	2026	2027	2028	Total	Future
80,323	Capital Projects	35,000	38,000	40,000	40,000	40,000	193,000	200,000
<b>Total</b>	<b>Total</b>	<b>35,000</b>	<b>38,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>193,000</b>	<b>Total</b>

## PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Quality Flow systems Inc., located at 800 6<sup>th</sup> Street N.W. New Prague, MN 55071 (“**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 lift station #3 pump and panel upgrade (“**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 August 6<sup>th</sup> 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 1<sup>st</sup> 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 Supplying and delivering two new KSB ARX D-Max pumps and supplying and installing the control panel and parts necessary to tun the new pumps.

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

- 2.2 GRPUC may make changes to the general scope of Goods and Services (including but not limited to, suspension of performance, changes in time of performance, schedule, quantities, or specifications) by written notice, or by oral notice subsequently confirmed by GRPUC in writing within ten (10) days thereafter, to Contractor. If such changes affect the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. Contractor shall

proceed with providing the Goods and Services as so changed, notwithstanding any dispute regarding such equitable adjustment. Any claim of such adjustment must be submitted to GRPUC in writing within thirty (30) days from the date the change is ordered, and Contractor shall not be entitled to any adjustment unless such written claim is so submitted.

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

GRPUC arising out of the furnishing of the Services or production or delivery of the Goods, and will indemnify, defend, and hold harmless GRPUC from any such liability.

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

### 3. **Representations and Warranties**

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

#### 4. Time

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

#### 5. Consideration and Payment

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

5.1.1 Compensation. The Contractor will be paid Thirty-Two Thousand Three Hundred and Fifty Dollars (\$32,350.00) in accordance with **Exhibit D**.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Thirty-Two Thousand Three Hundred and Fifty Dollars (\$32,350.00).

5.2 Payment.

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

#### 6. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4<sup>th</sup> Street, 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 Ben Sollin at the following business address: 800 6<sup>th</sup> Street N.W. New Prague, MN 55071, and the following telephone number: 952-758-9445, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

#### 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]

Quality Flow Systems, Inc.

By: Ben Sollin

Print Name: Ben Sollin

Title: Sales

Date: 8/7/24

Grand Rapids Public Utilities Commission

By: \_\_\_\_\_

Print Name: Julie A. Kennedy

Title: General Manager

Date: \_\_\_\_\_



## **GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM**

---

**AGENDA DATE:** August 28, 2024

**AGENDA ITEM:** 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.

**PREPARED BY:** Steve Mattson, Water/Wastewater Department Manager

---

### **BACKGROUND:**

This purchase is part of the approved WWT Capital Budget of \$50,000. \$0 has been spent to date. The difference will be taken from another WWT capital project.

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

**Capital Plan**

2024 *thru* 2028

**Grand Rapids Public Utilities Commission**

**Department** 4d-WWT Sludge Disposal

**Contact** Steve Mattson

**Type** Unassigned

**Useful Life** 20

**Category** WW System

**Priority** 02 - Significant Need

**Status** Active

**Project #** WWSD2401  
**Project Name** Landfill Haul Road Repairs

**Total Project Cost:** \$150,000

**Description**

The haul road is between the Wastewater plant and the GRPUC owned landfill that are south of the WW facility. WW operators haul sludge out to the landfill and haul landfill water (leachate) back to the WW facility for further treatment. Part of the haul road is bituminous and some of it is class 5.

**Justification**

The bituminous portion of the haul road is in rough shape and will need to be repaired entirely. The plan is to repair it in portions.

<b>Expenditures</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>Total</b>
Purchases	50,000	50,000	50,000			150,000
<b>Total</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>			<b>150,000</b>

<b>Funding Sources</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>Total</b>
Customer Contributions-UPM	50,000	50,000	50,000			150,000
<b>Total</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>			<b>150,000</b>

**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 Hawkinson Construction, located at 501 County Road 63 P.O. Box 278, 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 repairing the tar on the haul road at the wastewater treatment plant (“**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 June 14, 2024. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work.

1.2 Expiration date. The expiration date of this Contract is November 1<sup>st</sup>, 2024, or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Contractor’s Duties

2.1 The Contractor shall:

Repair sections of road on the haul road heading out to the landfill.

(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 Fifty Six Thousand Six Hundred and Ninety Four Dollars and Ninety Five Cents (\$56,694.95) in accordance with **Exhibit D**.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Fifty-Six Thousand Six Hundred and Ninety Four Dollars and Ninety Five Cents (\$56,694.95).

5.2 Payment.

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

6. **Authorized Representative**

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4<sup>th</sup> 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 Toby Holmgren at the following business address: 501 County Road 63 P.O. Box 278 Grand Rapids, MN 55744, and the following telephone number: 218-326-0309, 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]

**Hawkinson Construction Inc.**

By: 

Print Name: TOBY HOLMGREN

Title: PROJECT MANAGER

Date: 8-15-2024

**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 4<sup>th</sup> Street  
Grand Rapids, MN 55744  
Attn: General Manager  
Email: jakennedy@grpuc.org

Contractor  
Address: 501 county Road 63  
P.O. Box 278 Grand Rapids, MN  
55744  
Attn: Toby Holmgren  
Email:  
Toby@hawkinsonconstruction.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.

**[Remainder of Page Intentionally Left Blank]**



## **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:

\$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**

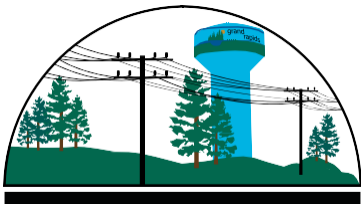
- 1.1 1) Mobilization
- 1.2 2) Excavate For Materials To Be Installed (3 - 100' Areas)
- 1.3 3) Furnish And Install (10") Of Class 5 (3 - 100' Areas)
- 1.4 4) Furnish And Install (4") Hot Mix (3 - 100' Areas)
- 1.5 5) Clean And Furnish Install Tack (5 - 100' Areas)
- 1.6 6) Furnish And Install Hot Mix Leveling (5 - 100' Areas)
- 1.7 7) Furnish And Install Hot Mix Wear Course (2") (5 - 100'  
Areas

**Exhibit D: Price and Payment Schedule**

The Contractor will be paid Fifty-Six Thousand Six Hundred and Ninety-Four Dollars and Ninety-Five Cents (\$56,694.95).

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Fifty-Six Thousand Six Hundred and Ninety-Four Dollars and Ninety-Five Cents (\$56,694.95).

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



**GRAND RAPIDS  
PUBLIC UTILITIES**

*Service is Our Nature*

500 SE Fourth Street • Grand Rapids, Minnesota 55744

## **SAFETY REPORT August 2024 Commission Meeting**

### **Safety Topic This Month**

Safety Brad trained all employees on mobile phone hazards and distractions in the workplace on August 21.

### **Safety Committee Program Review This Month**

Safety Brad and the Safety Committee completed the Radon Testing and Employee Hearing testing program review on August 22.

### **Incidents Reported last Month by Department**

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

### **Cumulative Incidents for 2024**

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

Total FROI      1

### **Recordable Incident 5-year History**

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



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** August 28, 2024

**AGENDA ITEM:** Consider a motion to approve the General Manager Employment Agreement.

**PREPARED BY:** Julie Kennedy, General Manager

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### **BACKGROUND:**

Secretary Francisco and President Stanley reviewed the Agreement with the Commission at the August 14, 2024 Work Session.

To recall, the employee agreement expired on December 31, 2023. The agreement states the relationship may continue and until a successor agreement is reached, the terms of the agreement remain in full force and effect. In December 2023, Commission President Stanley and Secretary Francisco met with General Manager Kennedy and agreed to defer a new agreement until the Employee Classification and Compensation Study and Labor Negotiations had been completed. Those items were successfully completed in June 2024.

On July 29, Commission President Stanley and Secretary Francisco met with General Manager Kennedy to discuss a new employment agreement. Proposed changes for the new agreement include that Kennedy's compensation will now be determined as part of the new GRPU Employee Pay Structure, and that beginning in 2025, the GM merit pay will be considered as part of the new GRPU Employee Merit Program. The existing and proposed agreements are attached for your reference and review.

### **RECOMMENDATION:**

Approve the General Manager Employment Agreement.

**EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, ("Agreement"), is made and entered into between **Grand Rapids Public Utilities Commission** ("Employer") of 500 SE 4<sup>th</sup> Street, Grand Rapids, Minnesota 55744, and **Julie Kennedy** of \_\_\_\_\_ ("Employee").

**WHEREAS**, Employer operates a municipal utility and desires to employ Employee as the General Manager; and

**WHEREAS**, Employee is qualified to serve as such and desires to serve as such under the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE I.  
EMPLOYMENT**

**Section 1.1. Employment Relationship.**

Employee shall be employed by Employer as the General Manager. Employee shall make substantial progress toward meeting the goals mutually agreed upon in writing no later than January 31 of each year, together with such other new or changed goals as may be assigned from time to time by Employer (together, the "Goals").

Employee agrees to work to meet the Goals to the best of Employee's ability, experience, and talents, and to the reasonable satisfaction of Employer. Employee agrees that all of Employee's professional time, attention, knowledge, and skills shall be devoted solely and exclusively to the business of Employer.

At any time, Employee's employment with Employer may be terminated as specified in Section 1.3.

**Section 1.2. Term of Employment.**

The employment of Employee by Employer under this Agreement shall commence as of January 1, ~~2021~~2024, and shall continue until December 31, ~~2023~~2028, or until terminated as specified in Section 1.3. If the parties would like to continue the employment relationship after December 31, 2023, they will negotiate a successor agreement. Until a successor agreement is reached, the terms of this Agreement will remain in full force and effect.

**Section 1.3. Termination of Employment.**

Employer may terminate Employee's employment and this Agreement for any reason other than Good Cause upon ninety (90) days' written notice to Employee. In the event of such

termination, Employee's compensation and benefits shall cease 180 days after notice is given. Whether Employee will be required or permitted to report to work for all or part of the notice period will be determined by Employer in its sole and complete discretion.

Employer may terminate Employee's employment and this Agreement at any time for Good Cause. The term "Good Cause" shall include but shall not be limited to the following: Employee failing or refusing to comply with the reasonable policies and standards of Employer (including but not limited to policies prohibiting disclosure of confidential Employer information, performance of work while under the influence of alcohol or illegal drugs, discrimination or harassment, and all other Employer policies); failing or refusing to faithfully and diligently perform the provisions of this Agreement; failing or refusing to follow the reasonable directives of Employer; personal dishonesty or breach of fiduciary duty; fraud, theft, or arrest for or conviction of a violation of law, rule, or regulation (other than minor traffic violations or similar minor offenses); a negative performance review; the permanent and total disability of Employee; and the death of Employee. In the event of such termination, Employee's compensation and benefits shall cease immediately.

All Employer information and equipment is the property of Employer. Upon termination of Employee's employment by either party for any reason or for no reason, Employee shall immediately surrender to Employer all Employer information and equipment, including but not limited to the following: documents; records; files; correspondence; credit cards; customer information; personnel information; manuals; keys; computers; computer discs; and software.

## ARTICLE II.

### EMPLOYEE COMPENSATION, BENEFITS, AND EDUCATION

#### Section 2.1. Employee Compensation.

Employer shall pay Employee an annual salary ~~of One Hundred Twenty Eight Thousand and no/100s Dollars (\$128,000.00)~~ in accordance with the GRPU Employee Pay Structure for Employee's work as General Manager. Employee's salary shall be payable according to the usual and customary payroll practices of Employer and subject to withholding for income and payroll taxes. Employee's compensation shall not be considered for an annual increase in connection with other exempt employee's adjusted remuneration.

In addition to the Employee's base salary, Employer agrees to pay Employee a vehicle allowance in the amount of Three Thousand Six Hundred and no/100s Dollars (\$3,600.00) and merit payment for 2024 performance in an amount not to exceed a set amount of not greater than 3% of her base pay (\$3,840). The amount of the merit pay will be based on the evaluation of the Employee by the Employer, using the performance appraisal form in Exhibit 1. The percentage of the rating score shall be multiplied by the possible yearly bonus amount to calculate the final merit payment. The merit payment will be paid in a lump sum within thirty (30) days after completion of the evaluation. Copies of the completed performance appraisal will be kept in the Employee's personnel file. Beginning in 2025, the Employee will be eligible for a merit payment in accordance with the GRPU Employee Merit Pay Program.

Employer shall reimburse Employee for reasonable expenses necessarily incurred by Employee in the furtherance of Employer's business. This reimbursement shall be contingent upon Employee submitting appropriate documentation within sixty (60) days of incurring the expense.



## **Section 2.2. Employee Benefits.**

Employer shall provide to Employee the benefits described ~~on Exhibit 2, attached in the~~ GRPU Benefit Summary for the respective year. Employer shall also provide the benefits mandated by law (e.g., workers' compensation coverage, unemployment compensation coverage, Employer Medicare and Social Security contributions, etc.).

## **Section 2.3. Employee Education/Professional Development.**

Employer shall continue to budget and pay the travel and subsistence of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee. Employee shall use good judgement in Employee's outside activities so Employee will not neglect Employee's primary duties to the Employer.

## **ARTICLE III. DISPUTE RESOLUTION**

### **Section 3.1. Arbitration.**

The parties agree that any dispute or controversy arising under this Agreement or relating to its formation, interpretation, performance, breach, or termination shall be submitted to arbitration, not litigation, for binding resolution. The arbitration proceedings shall be governed by the following:

- (a) All arbitration hearings shall be held in Grand Rapids, Minnesota.
- (b) Any and all arbitration proceedings and any arbitration decision -- unless it is necessary that court proceedings on the decision be undertaken -- shall be confidential, to the extent permitted by state statute. Either party shall have the right to specifically enforce any arbitration award by appropriate proceedings under Minnesota law.
- (c) The dispute or controversy shall be submitted to one (1) neutral arbitrator, selected from the list of neutrals maintained by the Minnesota State Court system, as existing at the time arbitration is invoked. Unless otherwise ordered by the arbitrator, the cost of the arbitrator shall be shared equally by the parties.
- (d) The arbitrator shall have the right to award the prevailing party costs and expenses incurred in connection with the arbitration proceedings, including reasonable attorneys' fees, expenses, and interest.
- (e) The parties hereby waive any legal or equitable rights to avoid arbitration or to seek a remedy at law or equity as an alternative to arbitration.
- (f) So long as not in conflict with the above, the Minnesota version of the Uniform Arbitration Act (currently codified in Minnesota Statutes Sections 572.08 et seq.) as

existing at the time arbitration is invoked, shall govern the arbitration proceedings and award.

(g) Any arbitration proceeding hereunder must be demanded in writing within one (1) year after the claim accrued. Failure to demand an arbitration proceeding within such period shall constitute an absolute bar to the institution of any proceedings with respect to such claim, and a waiver thereof.

## **ARTICLE IV. MISCELLANEOUS**

### **Section 4.1. Binding Effect.**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, and legal representatives, but neither this Agreement nor any of the rights or obligations hereunder shall be assignable or delegable by Employee.

### **Section 4.2. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

### **Section 4.3. Severability.**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never constituted a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the parties may elect to negotiate a replacement provision.

### **Section 4.4. Entire Agreement.**

This Agreement constitutes the sole and complete agreement between the parties, superseding any and all other agreements, express or implied, between the parties, and no verbal or other statements, inducements, or representations have been made or relied upon by either party.

### **Section 4.5. Headings.**

The headings herein are for convenience of reference only and do not define, limit, or construe the contents.

### **Section 4.6. 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 the 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.

**Section 4.7. Force Majeure.**

Neither party shall be liable to the other for failure to perform its obligations under this Agreement when prevented from doing so by strike, lockout, breakdown, accident, order or regulations of or by any governmental authority, or because of war or other emergency, or for any other cause beyond such party's reasonable control.

**Section 4.8. Notice.**

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given when received, if delivered by hand or overnight courier, and when deposited, if placed in the mails for delivery by certified mail, postage prepaid, return receipt requested, and addressed to the parties at their addresses as set forth above or to such other address as may be provided from one party to the other by notice hereunder.

**Section 4.9. Draftsmanship.**

Both parties contributed to the drafting of this Agreement. No provision of this Agreement shall be construed against either party on grounds of draftsmanship.

**Section 4.11. Acknowledgment.**

Employee acknowledges that Employee has read this Agreement, and fully understands the terms and conditions of this Agreement. Employee acknowledges that Employee has been given the opportunity to consult with counsel regarding this Agreement. Employee acknowledges that Employee is signing this Agreement freely and voluntarily.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, ~~2020~~2024. **GRAND RAPIDS PUBLIC UTILITIES**

By: \_\_\_\_\_  
Thomas G. Stanley  
Its: President

Attest to:  
By:

\_\_\_\_\_  
~~Kathy Kooda~~  
Its: ~~Secretary~~ GRPU Commissioner

Dated this \_\_\_\_\_ day of \_\_\_\_\_, ~~2020~~2024.

# Performance Review Form - Leaders

Item 13.

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Job Title: \_\_\_\_\_ Job Code: \_\_\_\_\_

Division/Department: \_\_\_\_\_

Manager Name (Reportsto): \_\_\_\_\_

### Review Type:

- Self-assessment
- Annual
- Interim / Off-cycle
- Probationary
- Transfer

Performance reviews are a key component of employee development. This evaluation is intended to be a fair and balanced assessment of the employee's performance since the last review. Meaningful two-way feedback provides the employee and the manager with an understanding of how past performance combined with a review of expectations creates an environment for career growth and continuous improvement.

## Goals & Key Responsibilities

This section provides employees and managers with the ability to rate and comment on current year performance goals and/or key job responsibilities. **All five goals & key responsibilities must be rated in order for this section to provide an accurate score.**

1  
Not Meeting  
Expectations

2  
Needs Some  
Improvement

3  
Fully Meets  
Expectations

4  
Fully Meets & Often  
Exceeds Expectations

5  
Consistently Exceeds  
Expectations

Score: \_\_\_\_\_ 1.

Score: \_\_\_\_\_ 2.

Score: \_\_\_\_\_ 3.

Score: \_\_\_\_\_ 4.

Score: \_\_\_\_\_ 5.

Average Score: 0.0

## Core Competencies

1  
Not Meeting  
Expectations

2  
Needs Some  
Improvement

3  
Fully Meets  
Expectations

4  
Fully Meets & Often  
Exceeds Expectations

5  
Consistently Exceeds  
Expectations

### Personal Accountability

**Commitment to Quality** – Takes pride in work, strives for excellence. Takes responsibility for performance and fixes mistakes. Continually looks to improve the quality/quantity of work.

**Safety Consciousness** – Contributes to a safe working environment; performs duties in a clean and safe manner. Brings safety concerns to appropriate parties; takes initiative to resolve when possible.

**Attendance and Punctuality** – Fulfills work and time requirements. Keeps unscheduled absences to a minimum. Plans for coverage of responsibilities where appropriate.

**Reliability/Dependability** – Meets task deadlines and work commitments. Fulfills work obligations in a timely and satisfactory manner. Takes responsibility for personal actions and performance.

**Appearance** – Dresses appropriately. Avoids wearing strong fragrances or other strong odors (e.g., from smoking). Keeps workplace neat, clean and organized.

Score: \_\_\_\_\_

Supporting Comments and Examples:

### Professionalism

**Self Awareness** – Demonstrates continuous professionalism, respect, and workplace civility. Mindful of actions; topic, tone, volume, and body language. Avoids gossip.

**Working with Others** – Approachable, inclusive, and respectful. Exhibits teamwork, takes initiative to help. Courteous and cooperative. Respects diversity and appreciates differences.

**Relationship to Supervisor** – Responds and acts cooperatively; works to maintain positive relationships with supervisor/manager. Accepts responsibility for own actions.

**Gives and Receives Feedback** – Provides constructive feedback to colleagues. Mindful of both verbal and body language when giving feedback. Receptive to feedback from others; accepts feedback without defensiveness.

**Role Modeling** – Conducts self in fair and trustworthy manner. Upholds professional and ethical standards. Demonstrates departmental and organizational values including Integrity, Compassion, Accountability, Respect, and Excellence.

Score: \_\_\_\_\_

Supporting Comments and Examples:

## Core Competencies

1  
Not Meeting  
Expectations

2  
Needs Some  
Improvement

3  
Fully Meets  
Expectations

4  
Fully Meets & Often  
Exceeds Expectations

5  
Consistently Exceeds  
Expectations

### Functional Expertise

**Job Knowledge** – Clearly demonstrates functional expertise as it relates to the job. Strives for excellence. Asks relevant questions when uncertain. Shares information and knowledge with others.

**Learning Agility** – Keeps abreast of new developments and enhancements to systems, procedures and products. Values learning; seeks out new learning and development opportunities. Completes learning assignments in a timely manner.

**Problem Solving & Decision Making** – Uses good judgment when evaluating a problem. Analyzes risks and identifies consequences. Makes appropriate decisions in a timely manner. Uses problem solving strategies to work through roadblocks and deliver timely results in a manner that is consistent with organizational values.

**Policy Awareness** – Understands and adheres to departmental and organizational standards, policies and processes as appropriate. Asks relevant questions when uncertain. Continuously works to maintain standards.

**Use of Resources** – Works to reduce waste by identifying ways to be more efficient with time, money, or processes. Where appropriate is aware of equipment and supply costs; understands appropriate use of resources. Demonstrates a sense of organizational stewardship.

Score: \_\_\_\_\_

#### Supporting Comments and Examples:

### Service Excellence

**Treatment Towards Others** – Listens carefully, expresses compassion and empathy where appropriate. Mindful of the perspective and needs of others (e.g. colleagues, patients, students, families and others).

**Service Orientation** – Embraces organization and department mission. Works to understand goals and objectives of the unit or the department.

**Communication** – Communicates ideas and messages clearly and concisely. Actively listens, seeks to understand others. Answers questions clearly and asks clarifying questions when needed. Keeps others informed when deadlines are challenged.

**Productivity** – Works to deliver an expected volume of work; seeks operating efficiencies without sacrificing quality. Works to stay organized. Uses technology as needed/where appropriate.

**Responds to Change** – Adapts to changing priorities. Handles unexpected situations and does so in a calm and positive manner. Where appropriate, questions and recommends alternatives to new processes and procedures.

Score: \_\_\_\_\_

#### Supporting Comments and Examples:

# Leadership Competencies

Item 13.

1  
Not Meeting  
Expectations

2  
Needs Some  
Improvement

3  
Fully Meets  
Expectations

4  
Fully Meets & Often  
Exceeds Expectations

5  
Consistently Exceeds  
Expectations

**Effective Communication** - Writes and speaks clearly. Articulates ideas and instructions in a clear and concise manner. Encourages dialogue and candor; makes it safe for others to voice their opinion. Active listener; takes the time to consider alternative points of view. Keeps others informed; conveys important information in a timely and efficient manner.  
Score: \_\_\_\_\_

**Partnership & Team Building** - Values, respects and is open to others' point of view. Relates well to people at all levels of the organization. Actively works to build a team. Empowers employees to take action. Supports team decisions both publicly and privately. Manages conflict; builds common ground, focuses on the positive and seeks constructive outcomes. Demonstrates care and concern for all team members and those we serve.  
Score: \_\_\_\_\_

**Organizational Effectiveness** - Takes initiative to get things done. Actively sets priorities. Runs effective meetings; starts/stops on time, maintains focus on topic. Analyzes short-term and long-term risks; identifies pros and cons; evaluates options and chooses effective solutions. Makes critical decisions in a timely manner.  
Score: \_\_\_\_\_

**Performance Management** - Tracks, monitors, and documents employee performance. Actively encourages goal setting. Provides timely, effective, and constructive feedback. Holds team members accountable for their performance and results. Delegates tasks appropriately. Creates an environment where employees and others feel valued and appreciated. Routinely recognizes team members for their contributions formally and/or informally.  
Score: \_\_\_\_\_

**Leading Change & Innovation** - Champions change and innovation. Readily adapts to change, makes adjustments when needed. Helps others overcome resistance to change. Stays calm in the face of great change. Actively encourages and supports new ideas. Leads process improvement, encourages efficiency, works to build value for the organization. Helps develop innovative solutions.  
Score: \_\_\_\_\_

**Stakeholder Focus** - Maintains positive and collaborative connection to key stakeholders. Understands needs, goals and objectives of all constituent groups. Works to create, monitor, and exceed key metrics and targets in support of key groups.  
Score: \_\_\_\_\_

**Strategic Thinking & Planning** - Ability to see the big picture by thinking conceptually, imaginatively, and systematically. Visionary and forward thinking; able to see long-term opportunities. Demonstrates the ability to develop effective plans in line with organizational goals. Actively sets priorities. Works to focus energy and resources toward common organizational objectives.  
Score: \_\_\_\_\_

**Industry / Regulatory Compliance Knowledge** - Exhibits knowledge of, and ensures compliance with, federal and state regulatory requirements (for example: Affirmative Action, FLSA, NY Wage and Hour Laws, HIPAA, Joint Commission, non-discrimination laws, FERPA, etc.). Initiates appropriate follow-up when concerns are identified. Demonstrates increasing knowledge of the organization, industry and marketplace. Leverages industry knowledge and business acumen to make appropriate decisions. Keeps abreast of new developments with organizational systems, procedures, and policies.  
Score: \_\_\_\_\_

Average Score:   0   .   0  

Supporting Comments and Examples:

# Performance Goal Planning

The purpose of this section is to create Performance Goals for the next performance review cycle. These new performance goals will be rated during the next annual performance review cycle. The creation of 3-5 performance goals is highly recommended.

Item 13.

## Goal #1

## Goal #2

## Goal #3

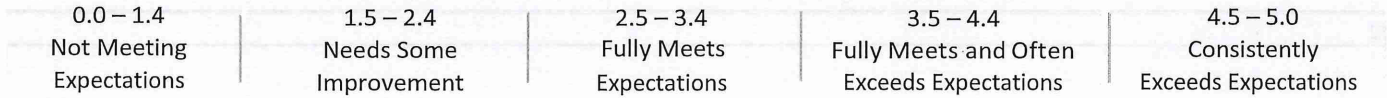
## Goal #4

## Goal #5



## Summary Section

Section	Section Weight	Section Score	Weighted Score
Goals & Key Responsibilities	35%	0.0	0.0
Core Competencies	35%	0.0	0.0
Leadership Competencies	30%	0.0	0.0
<b>Overall Performance Review Score</b>			<b>0.0</b>



Final Comments – Manager Writing Review:

Final Comments – Employee Being Reviewed:

Commissioner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, (“Agreement”), is made and entered into between **Grand Rapids Public Utilities Commission** (“Employer”) of 500 SE 4<sup>th</sup> Street, Grand Rapids, Minnesota 55744, and **Julie Kennedy** of [REDACTED] (“Employee”).

**WHEREAS**, Employer operates a municipal utility and desires to employ Employee as the General Manager; and

**WHEREAS**, Employee is qualified to serve as such and desires to serve as such under the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE I.  
EMPLOYMENT**

**Section 1.1. Employment Relationship.**

Employee shall be employed by Employer as the General Manager. Employee shall make substantial progress toward meeting the goals mutually agreed upon in writing no later than January 31 of each year, together with such other new or changed goals as may be assigned from time to time by Employer (together, the “Goals”).

Employee agrees to work to meet the Goals to the best of Employee’s ability, experience, and talents, and to the reasonable satisfaction of Employer. Employee agrees that all of Employee’s professional time, attention, knowledge, and skills shall be devoted solely and exclusively to the business of Employer.

At any time, Employee’s employment with Employer may be terminated as specified in Section 1.3.

**Section 1.2. Term of Employment.**

The employment of Employee by Employer under this Agreement shall commence as of January 1, 2021, and shall continue until December 31, 2023, or until terminated as specified in Section 1.3. If the parties would like to continue the employment relationship after December 31, 2023, they will negotiate a successor agreement. Until a successor agreement is reached, the terms of this Agreement will remain in full force and effect.

**Section 1.3. Termination of Employment.**

Employer may terminate Employee’s employment and this Agreement for any reason other than Good Cause upon ninety (90) days’ written notice to Employee. In the event of such

termination, Employee's compensation and benefits shall cease 180 days after notice is given. Whether Employee will be required or permitted to report to work for all or part of the notice period will be determined by Employer in its sole and complete discretion.

Employer may terminate Employee's employment and this Agreement at any time for Good Cause. The term "Good Cause" shall include but shall not be limited to the following: Employee failing or refusing to comply with the reasonable policies and standards of Employer (including but not limited to policies prohibiting disclosure of confidential Employer information, performance of work while under the influence of alcohol or illegal drugs, discrimination or harassment, and all other Employer policies); failing or refusing to faithfully and diligently perform the provisions of this Agreement; failing or refusing to follow the reasonable directives of Employer; personal dishonesty or breach of fiduciary duty; fraud, theft, or arrest for or conviction of a violation of law, rule, or regulation (other than minor traffic violations or similar minor offenses); a negative performance review; the permanent and total disability of Employee; and the death of Employee. In the event of such termination, Employee's compensation and benefits shall cease immediately.

All Employer information and equipment is the property of Employer. Upon termination of Employee's employment by either party for any reason or for no reason, Employee shall immediately surrender to Employer all Employer information and equipment, including but not limited to the following: documents; records; files; correspondence; credit cards; customer information; personnel information; manuals; keys; computers; computer discs; and software.

## **ARTICLE II. EMPLOYEE COMPENSATION, BENEFITS, AND EDUCATION**

### **Section 2.1. Employee Compensation.**

Employer shall pay Employee an annual salary of One Hundred Twenty Eight Thousand and no/100s Dollars (\$128,000.00) for Employee's work as General Manager. Employee's salary shall be payable according to the usual and customary payroll practices of Employer and subject to withholding for income and payroll taxes. Employee's compensation shall not be considered for an annual increase in connection with other exempt employee's adjusted remuneration.

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Employer shall reimburse Employee for reasonable expenses necessarily incurred by Employee in the furtherance of Employer's business. This reimbursement shall be contingent upon Employee submitting appropriate documentation within sixty (60) days of incurring the expense.

### **Section 2.2. Employee Benefits.**

Employer shall provide to Employee the benefits described on **Exhibit 2**, attached. Employer shall also provide the benefits mandated by law (e.g., workers' compensation coverage, unemployment compensation coverage, Employer Medicare and Social Security contributions, etc.).

### **Section 2.3. Employee Education/Professional Development.**

Employer shall continue to budget and pay the travel and subsistence of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee. Employee shall use good judgement in Employee's outside activities so Employee will not neglect Employee's primary duties to the Employer.

## **ARTICLE III. DISPUTE RESOLUTION**

### **Section 3.1. Arbitration.**

The parties agree that any dispute or controversy arising under this Agreement or relating to its formation, interpretation, performance, breach, or termination shall be submitted to arbitration, not litigation, for binding resolution. The arbitration proceedings shall be governed by the following:

- (a) All arbitration hearings shall be held in Grand Rapids, Minnesota.
- (b) Any and all arbitration proceedings and any arbitration decision -- unless it is necessary that court proceedings on the decision be undertaken -- shall be confidential, to the extent permitted by state statute. Either party shall have the right to specifically enforce any arbitration award by appropriate proceedings under Minnesota law.
- (c) The dispute or controversy shall be submitted to one (1) neutral arbitrator, selected from the list of neutrals maintained by the Minnesota State Court system, as existing at the time arbitration is invoked. Unless otherwise ordered by the arbitrator, the cost of the arbitrator shall be shared equally by the parties.
- (d) The arbitrator shall have the right to award the prevailing party costs and expenses incurred in connection with the arbitration proceedings, including reasonable attorneys' fees, expenses, and interest.
- (e) The parties hereby waive any legal or equitable rights to avoid arbitration or to seek a remedy at law or equity as an alternative to arbitration.
- (f) So long as not in conflict with the above, the Minnesota version of the Uniform Arbitration Act (currently codified in Minnesota Statutes Sections 572.08 et seq.) as

existing at the time arbitration is invoked, shall govern the arbitration proceedings and award.

(g) Any arbitration proceeding hereunder must be demanded in writing within one (1) year after the claim accrued. Failure to demand an arbitration proceeding within such period shall constitute an absolute bar to the institution of any proceedings with respect to such claim, and a waiver thereof.

#### **ARTICLE IV. MISCELLANEOUS**

##### **Section 4.1. Binding Effect.**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, and legal representatives, but neither this Agreement nor any of the rights or obligations hereunder shall be assignable or delegable by Employee.

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If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never constituted a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the parties may elect to negotiate a replacement provision.

##### **Section 4.4. Entire Agreement.**

This Agreement constitutes the sole and complete agreement between the parties, superseding any and all other agreements, express or implied, between the parties, and no verbal or other statements, inducements, or representations have been made or relied upon by either party.

##### **Section 4.5. Headings.**

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**Section 4.9. Draftsmanship.**

Both parties contributed to the drafting of this Agreement. No provision of this Agreement shall be construed against either party on grounds of draftsmanship.

**Section 4.11. Acknowledgment.**

Employee acknowledges that Employee has read this Agreement, and fully understands the terms and conditions of this Agreement. Employee acknowledges that Employee has been given the opportunity to consult with counsel regarding this Agreement. Employee acknowledges that Employee is signing this Agreement freely and voluntarily.

Dated this 16<sup>TH</sup> day of DECEMBER, 2020.

**GRAND RAPIDS PUBLIC UTILITIES COMMISSION**

By: Thomas G. Stanley  
Thomas G. Stanley  
Its: President

Attest to:

By: Kathy Kooda  
Kathy Kooda  
Its: Secretary

Dated this 16<sup>TH</sup> day of DECEMBER, 2020.

Julie Kennedy  
**JULIE KENNEDY**

# Performance Review Form - Leaders

Item 13.

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Job Title: \_\_\_\_\_ Job Code: \_\_\_\_\_

Division/Department: \_\_\_\_\_

Manager Name (Reportsto): \_\_\_\_\_

## Review Type:

- Self-assessment
- Annual
- Interim / Off-cycle
- Probationary
- Transfer

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Not Meeting  
Expectations

2  
Needs Some  
Improvement

3  
Fully Meets  
Expectations

4  
Fully Meets & Often  
Exceeds Expectations

5  
Consistently Exceeds  
Expectations

Score: \_\_\_\_\_ 1.

Score: \_\_\_\_\_ 2.

Score: \_\_\_\_\_ 3.

Score: \_\_\_\_\_ 4.

Score: \_\_\_\_\_ 5.

Average Score: 0.0

## Core Competencies

1  
Not Meeting  
Expectations

2  
Needs Some  
Improvement

3  
Fully Meets  
Expectations

4  
Fully Meets & Often  
Exceeds Expectations

5  
Consistently Exceeds  
Expectations

### Personal Accountability

**Commitment to Quality** – Takes pride in work, strives for excellence. Takes responsibility for performance and fixes mistakes. Continually looks to improve the quality/quantity of work.

**Safety Consciousness** – Contributes to a safe working environment; performs duties in a clean and safe manner. Brings safety concerns to appropriate parties; takes initiative to resolve when possible.

**Attendance and Punctuality** – Fulfills work and time requirements. Keeps unscheduled absences to a minimum. Plans for coverage of responsibilities where appropriate.

**Reliability/Dependability** – Meets task deadlines and work commitments. Fulfills work obligations in a timely and satisfactory manner. Takes responsibility for personal actions and performance.

**Appearance** – Dresses appropriately. Avoids wearing strong fragrances or other strong odors (e.g., from smoking). Keeps workplace neat, clean and organized.

Score: \_\_\_\_\_

Supporting Comments and Examples:

### Professionalism

**Self Awareness** – Demonstrates continuous professionalism, respect, and workplace civility. Mindful of actions; topic, tone, volume, and body language. Avoids gossip.

**Working with Others** – Approachable, inclusive, and respectful. Exhibits teamwork, takes initiative to help. Courteous and cooperative. Respects diversity and appreciates differences.

**Relationship to Supervisor** – Responds and acts cooperatively; works to maintain positive relationships with supervisor/manager. Accepts responsibility for own actions.

**Gives and Receives Feedback** – Provides constructive feedback to colleagues. Mindful of both verbal and body language when giving feedback. Receptive to feedback from others; accepts feedback without defensiveness.

**Role Modeling** – Conducts self in fair and trustworthy manner. Upholds professional and ethical standards. Demonstrates departmental and organizational values including Integrity, Compassion, Accountability, Respect, and Excellence.

Score: \_\_\_\_\_

Supporting Comments and Examples:



## Core Competencies

1  
Not Meeting  
Expectations

2  
Needs Some  
Improvement

3  
Fully Meets  
Expectations

4  
Fully Meets & Often  
Exceeds Expectations

5  
Consistently Exceeds  
Expectations

### Functional Expertise

**Job Knowledge** – Clearly demonstrates functional expertise as it relates to the job. Strives for excellence. Asks relevant questions when uncertain. Shares information and knowledge with others.

**Learning Agility** – Keeps abreast of new developments and enhancements to systems, procedures and products. Values learning; seeks out new learning and development opportunities. Completes learning assignments in a timely manner.

**Problem Solving & Decision Making** – Uses good judgment when evaluating a problem. Analyzes risks and identifies consequences. Makes appropriate decisions in a timely manner. Uses problem solving strategies to work through roadblocks and deliver timely results in a manner that is consistent with organizational values.

**Policy Awareness** – Understands and adheres to departmental and organizational standards, policies and processes as appropriate. Asks relevant questions when uncertain. Continuously works to maintain standards.

**Use of Resources** – Works to reduce waste by identifying ways to be more efficient with time, money, or processes. Where appropriate is aware of equipment and supply costs; understands appropriate use of resources. Demonstrates a sense of organizational stewardship.

Score: \_\_\_\_\_

Supporting Comments and Examples:

### Service Excellence

**Treatment Towards Others** – Listens carefully, expresses compassion and empathy where appropriate. Mindful of the perspective and needs of others (e.g. colleagues, patients, students, families and others).

**Service Orientation** – Embraces organization and department mission. Works to understand goals and objectives of the unit or the department.

**Communication** – Communicates ideas and messages clearly and concisely. Actively listens, seeks to understand others. Answers questions clearly and asks clarifying questions when needed. Keeps others informed when deadlines are challenged.

**Productivity** – Works to deliver an expected volume of work; seeks operating efficiencies without sacrificing quality. Works to stay organized. Uses technology as needed/where appropriate.

**Responds to Change** – Adapts to changing priorities. Handles unexpected situations and does so in a calm and positive manner. Where appropriate, questions and recommends alternatives to new processes and procedures.

Score: \_\_\_\_\_

Supporting Comments and Examples:

# Leadership Competencies

Item 13.

1  
Not Meeting  
Expectations

2  
Needs Some  
Improvement

3  
Fully Meets  
Expectations

4  
Fully Meets & Often  
Exceeds Expectations

5  
Consistently Exceeds  
Expectations

**Effective Communication** - Writes and speaks clearly. Articulates ideas and instructions in a clear and concise manner. Encourages dialogue and candor; makes it safe for others to voice their opinion. Active listener; takes the time to consider alternative points of view. Keeps others informed; conveys important information in a timely and efficient manner.  
Score: \_\_\_\_\_

**Partnership & Team Building** - Values, respects and is open to others' point of view. Relates well to people at all levels of the organization. Actively works to build a team. Empowers employees to take action. Supports team decisions both publicly and privately. Manages conflict; builds common ground, focuses on the positive and seeks constructive outcomes. Demonstrates care and concern for all team members and those we serve.  
Score: \_\_\_\_\_

**Organizational Effectiveness** - Takes initiative to get things done. Actively sets priorities. Runs effective meetings; starts/stops on time, maintains focus on topic. Analyzes short-term and long-term risks; identifies pros and cons; evaluates options and chooses effective solutions. Makes critical decisions in a timely manner.  
Score: \_\_\_\_\_

**Performance Management** - Tracks, monitors, and documents employee performance. Actively encourages goal setting. Provides timely, effective, and constructive feedback. Holds team members accountable for their performance and results. Delegates tasks appropriately. Creates an environment where employees and others feel valued and appreciated. Routinely recognizes team members for their contributions formally and/or informally.  
Score: \_\_\_\_\_

**Leading Change & Innovation** - Champions change and innovation. Readily adapts to change, makes adjustments when needed. Helps others overcome resistance to change. Stays calm in the face of great change. Actively encourages and supports new ideas. Leads process improvement, encourages efficiency, works to build value for the organization. Helps develop innovative solutions.  
Score: \_\_\_\_\_

**Stakeholder Focus** - Maintains positive and collaborative connection to key stakeholders. Understands needs, goals and objectives of all constituent groups. Works to create, monitor, and exceed key metrics and targets in support of key groups.  
Score: \_\_\_\_\_

**Strategic Thinking & Planning** - Ability to see the big picture by thinking conceptually, imaginatively, and systematically. Visionary and forward thinking; able to see long-term opportunities. Demonstrates the ability to develop effective plans in line with organizational goals. Actively sets priorities. Works to focus energy and resources toward common organizational objectives.  
Score: \_\_\_\_\_

**Industry / Regulatory Compliance Knowledge** - Exhibits knowledge of, and ensures compliance with, federal and state regulatory requirements (for example: Affirmative Action, FLSA, NY Wage and Hour Laws, HIPAA, Joint Commission, non-discrimination laws, FERPA, etc.). Initiates appropriate follow-up when concerns are identified. Demonstrates increasing knowledge of the organization, industry and marketplace. Leverages industry knowledge and business acumen to make appropriate decisions. Keeps abreast of new developments with organizational systems, procedures, and policies.  
Score: \_\_\_\_\_

Average Score:   0   .   0  

Supporting Comments and Examples:

# Performance Goal Planning

The purpose of this section is to create Performance Goals for the next performance review cycle. These new performance goals will be rated during the next annual performance review cycle. The creation of 3-5 performance goals is highly recommended.

## Goal #1

## Goal #2

## Goal #3

## Goal #4

## Goal #5

## Summary Section

Section	Section Weight	Section Score	Weighted Score
Goals & Key Responsibilities	35%	0.0	0.0
Core Competencies	35%	0.0	0.0
Leadership Competencies	30%	0.0	0.0
<b>Overall Performance Review Score</b>			<b>0.0</b>

0.0 – 1.4

Not Meeting  
Expectations

1.5 – 2.4

Needs Some  
Improvement

2.5 – 3.4

Fully Meets  
Expectations

3.5 – 4.4

Fully Meets and Often  
Exceeds Expectations

4.5 – 5.0

Consistently  
Exceeds Expectations

Final Comments – Manager Writing Review:

Final Comments – Employee Being Reviewed:

Commissioner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT 2**

**BENEFITS**

Employee shall receive benefits in accordance with the GRPU Benefits Summary for each year with the exception of the Paid Time Off (PTO). Employee's PTO accrual rate shall be 35 days per year.

## GRPUC 2021 Benefits Summary\*

### Paid Time Off (PTO) and Extended Illness Bank (EIB):

- Accrual: 13 days the first year, 18 days years 2 through 4, 23 days years 5 through 7, 1 additional day per year for years 8 through 17, 34 days years 18 through 19, 35 days year 20 and thereafter.
- Excess hours of PTO as of employee's anniversary date converted to the employee's EIB account. Excess in the EIB account converted, after meeting certain conditions, as a payment to the employee's Post-Employment Health Care Savings Account.
- EIB account paid into a Post-Employment Health Care Savings Plan upon retirement, total disability, or resignation after twenty (20) years of service.

**Short-term Disability Insurance:** 60% of earnings benefit level, up to the ninety (90) day elimination period for long-term disability following an elimination period of not more than twenty-one (21) calendar days for non-industrial injury or sickness. Employees shall be required to use eligible PTO and/or EIB to bridge the elimination period.

**Long-term Disability Insurance:** 90 day waiting period / 60% of earnings benefit level.

**Holidays:** 11 paid days                      **Bereavement Leave:** 3 days/Immediate Family, 1 day/Other Relative

### Group Insurance Coverages:

- **Medical-** Blue Cross Blue Shield high deductible under the Northeast Service Cooperative. Effective January 1, 2021, the Employer shall pay one hundred percent (100%) of the monthly premium for single coverage and employees shall pay two hundred dollars (\$200.00) toward the monthly premium for family coverage. See plan summary for details.

<b>In-Network Deductible:</b> Family Policy:        \$ 7,000.00 Single Policy:         \$ 3,500.00 <b>Out-of-Network Deductible:</b> Family Policy:        \$14,000.00 Single Policy:         \$ 7,000.00	<b>In-Network Out-of-Pocket Maximum:</b> \$7,000.00 (embedded single limits) \$3,500.00 <b>Out-of-Network Out-of-Pocket Maximum:</b> \$28,000.00 (embedded single limits) \$14,000.00
--	--

In addition, the Employer will contribute to each employee's Health Savings Account according to the following schedule:

Contract Year	Single	Family
2021	\$ 2,400	\$ 5,000
2022	\$ 2,400	\$ 5,200
2023	\$ 2,400	\$ 5,400

- **Dental-**Delta Dental Insurance Comprehensive Enhanced Plan with Orthodontic Coverage (100% diagnostic/preventative, 80% basic, 60% prosthetic, 50% orthodontics, annual max. \$1,000/person, ortho. lifetime max.\$1,000/person):

Single Policy: \$42.00 monthly premium-employer pays \$39.50/mo.; employee pays \$2.50/mo.

Family Policy: \$110.00 monthly premium-employer pays \$81.00/mo.; employee pays \$29.00/mo.

**Life-**Employer paid policy based on employee's annual salary, in \$5,000 increments (minimum of \$15,000 to maximum of \$50,000). Additional voluntary, employee paid life insurance available.

### Other:

- Public Employees Retirement Association retirement plan; 2021 mandatory contributions: Employer: 7.50% of gross wages, Employee: 6.50% of gross wages.
- MN State Deferred Compensation Plan-Employer matches voluntary employee contribution to a maximum of 3% of gross wages per pay period, employee may make additional contributions for calendar year up to the annual Internal Revenue Service limitation.
- Flexible Spending Account available through Further.
- Continuing Education and Training: Tuition reimbursement, continuing education and training programs are available.

\* Terms and conditions may be applicable before an employee is eligible for the listed benefits. Reference the applicable Labor Agreement and Personnel Policies for specifics.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

**AGENDA DATE:** August 28, 2024

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

**PREPARED BY:** Jean Lane, Business Services Manager

### **BACKGROUND:**

The Grand Rapids Public Utilities Commission (GRPUC) approved Resolution 07-24-24-03, authorizing the City's issuance of Equipment Certificates, Series 2024B, in the amount of \$1,055,000. GRPUC will use utility revenues to repay the interfund loan.

On August 12th, the City adopted its authorizing resolution, approving an interfund loan and agreeing to loan \$658,000 of the Equipment Certificates, Series 2024B proceeds to GRPUC.

Attached is a resolution that:

1. Approves the sale of the bonds by the City;
2. Establishes an interfund loan not to exceed \$685,000;
3. Specifies that loan payments will be made from GRPUC revenue according to the Exhibit A Payment Schedule;
4. Allows the City to amend the terms of the interfund loan with GRPUC approval;
5. States that the interfund loan is not prepayable;
6. Ensures that GRPUC will comply with all bond covenants.

The City bond sale is scheduled for August 26th, with the closing on September 18th, at which time the Exhibit A Payment Schedule will be completed and attached.

### **RECOMMENDATION:**

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

## GRAND RAPIDS PUBLIC UTILITIES COMMISSION, MINNESOTA

## RESOLUTION NO. 08-28-24-04

## AUTHORIZING ACCEPTANCE OF INTERFUND LOAN FROM CITY OF GRAND RAPIDS

WHEREAS, the City of Grand Rapids (the “City”), through its Public Utilities Commission (the “PUC”), owns and operates as a revenue-producing convenience, systems for the distribution of electricity, production and distribution of water, and collection and treatment of sewer and wastewater for the use of the City and its inhabitants and other customers (collectively, the “Facilities”);

WHEREAS, the PUC and the City desire to acquire new utility billing and enterprise resources planning software to be used jointly by the PUC and the City (the “Project”);

WHEREAS, the estimated cost of the PUC’s share of the Project is \$685,000;

WHEREAS, the City has sold its General Obligation Equipment Certificates, Series 2024B (the “Bonds”) in the estimated aggregate principal amount of \$1,055,000 to finance the Project;

WHEREAS, following the issuance of the Bonds on September 18, 2024, the City will be deemed to have provided an interfund loan to the PUC from a portion of the proceeds of the Bonds for the PUC’s share of the Project in the principal amount of \$685,000 (the “Interfund Loan”);

WHEREAS, the PUC proposes to repay the Loan from revenues of the PUC’s Facilities; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE GRAND RAPIDS PUBLIC UTILITIES COMMISSION, MINNESOTA AS FOLLOWS:

1. The PUC approves the sale of the Bonds by the City and ratifies and accepts the terms thereof.
2. The Interfund Loan shall be in a principal amount not to exceed \$685,000 (the “Interfund Loan”). Interest shall accrue on the principal amount beginning on the closing date on the Bonds.
3. The Interfund Loan is payable from revenues of the PUC’s Facilities. The PUC agrees to make principal and interest payments on the Interfund Loan to the City in accordance with the schedule attached hereto as Exhibit A.
4. The City, with the approval of the PUC, may from time to time amend the terms of the Interfund Loan to the extent permitted by law.
5. The Interfund Loan shall not be prepayable without the written approval of the City.
6. The Commission hereby ratifies, accepts and assumes all covenants and obligations relating to the Project as set forth in the City’s resolution awarding the sale of the Bonds adopted on August 26, 2024, and agrees, for the benefit of the City and the Bondholders, to comply therewith.
7. The PUC covenants and agrees with the City that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Certificates to



become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. To that end, the PUC will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, and limitations on amounts invested at a yield greater than the yield on the Bonds.

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

9. This resolution is effective following adoption.

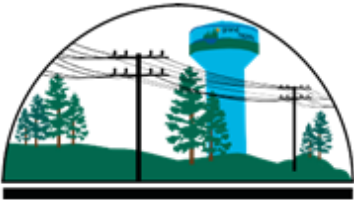
Approved by the Commission of the Grand Rapids Public Utilities Commission on the 28th day of August, 2024

\_\_\_\_\_  
Commissioner

Witness:

\_\_\_\_\_  
Commissioner

**EXHIBIT A**  
**PAYMENT SCHEDULE**



**GRAND RAPIDS  
PUBLIC UTILITIES**

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## **BUSINESS SERVICES DEPARTMENT MONTHLY REPORT August 2024 Commission Meeting**

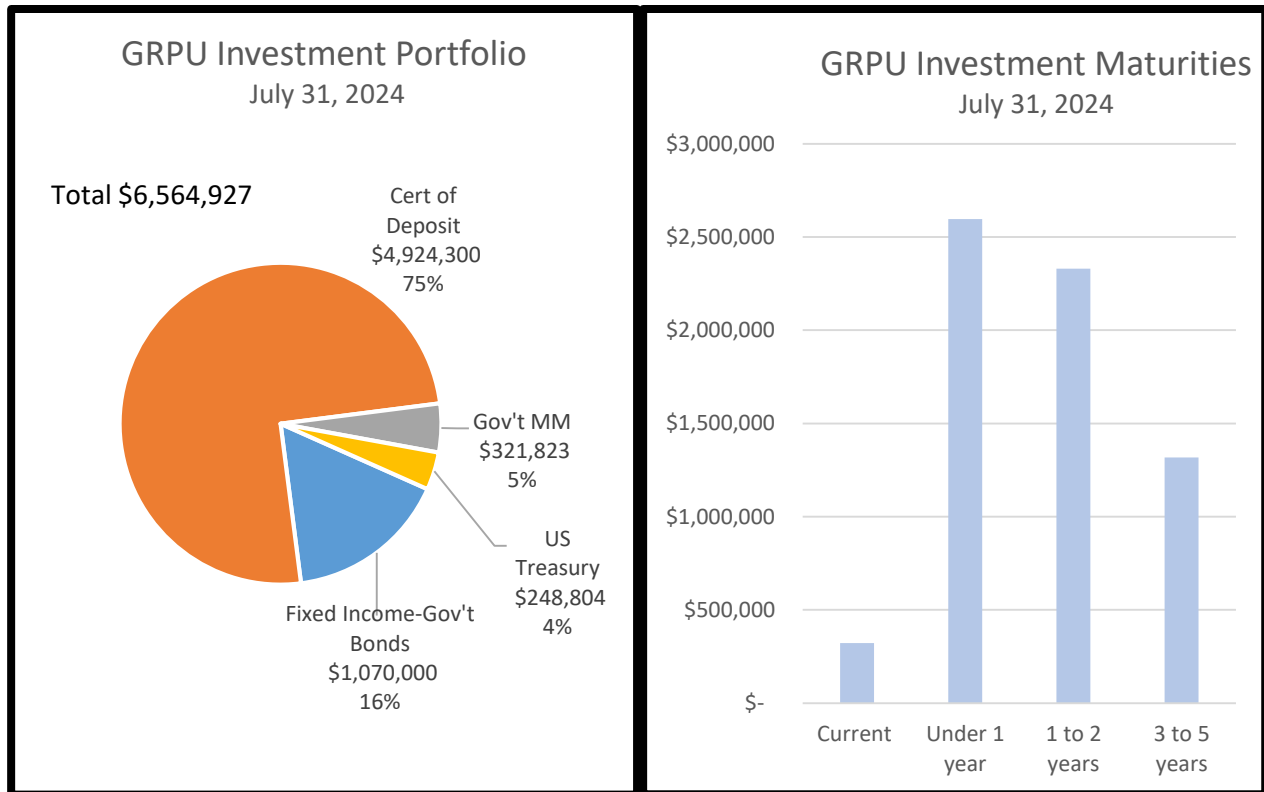
### ***SAFETY***

### ***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 \$6,564,927 as of July 31, 2024.

### **SAFETY OF ASSETS – INVESTMENTS**



## **CUSTOMER SERVICE – CUSTOMER-FOCUSED COMMUNICATION CAMPAIGNS**

*In July 2024, our customer-focused communication highlighted the 'Wipes Clog Pipes' campaign.*

*For August, we are focusing on water conservation with the theme 'Tips for Watering Your Lawn.'*

*Additionally, we will be including bill inserts on the 'Cold Weather Rule'.*

## **FUTURE BUSINESS SERVICES POLICY REVIEW**

**Operating Reserves**



**Accounts Payable prior approval**



**Revised procurement policy**



**Capital asset categories and expected life**





## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

---

**AGENDA DATE:** August 24, 2024

**AGENDA ITEM:** 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.

**PREPARED BY:** Chad Troumbly, Electric Department Manager

---

### **BACKGROUND:**

An easement dated August 18, 1936, for electric purposes is no longer needed, and the property owner has requested its release. City of Grand Rapids and GRPU staff have reviewed the documents and discussed the easement. Staff also reviewed how GRPU would serve this property if there were changes in the future. The attached document outlines the termination and release of this easement and is recommended for approval by the City of Grand Rapids and GRPU staff.

The easement is listed in Deed Record No. 165, Page 231, as Document No. 182285.

The property is described as the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section Twenty-eight (28), Township Fifty-five (55), Range Twenty-five (25), West of the Fourth Principal Meridian, in Itasca County, Minnesota.

### **RECOMMENDATION:**

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.

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

---

TERMINATION AND RELEASE OF EASEMENT AGREEMENT

THIS TERMINATION AND RELEASE OF EASEMENT AGREEMENT (this "Agreement") dated July \_\_\_\_, 2024 (the "Effective Date"), is made by the PUBLIC UTILITIES COMMISSION OF THE CITY OF GRAND RAPIDS, MINNESOTA ("PUC").

A. PUC is the beneficial holder of the real property interests granted in that certain Easement dated August 18, 1936, recorded in the in the Recorder's Office of Itasca County, Minnesota on October 5, 1951, in Deed Record No. 165, Page 231, as Document No. 182285 (the "Easement").

B. The Easement encumbers certain real property located Itasca County, Minnesota, which real property is legally described on Exhibit A attached hereto (collectively the "Property").

C. PUC does not make use of the rights granted in the Easement and desires to release and terminate the Easement.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, PUC hereby terminates the Easement and releases the Property from the Easement as of the Effective Date.

[Signature and acknowledgement pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

PUC:

PUBLIC UTILITIES COMMISSION OF THE CITY OF GRAND RAPIDS MINNESOTA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MINNESOTA )

ss.:

COUNTY OF ITASCA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of the Public Utilities Commission of the City of Grand Rapids, Minnesota, who is personally known to me as the person described herein and who executed the foregoing instrument and acknowledge that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public

EXHIBIT A  
PROPERTY

The Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section Twenty-eight (28), Township Fifty-five (55), Range Twenty-five (25), West of the Fourth Principal Meridian in the County of Itasca, State of Minnesota.



No. 182285

# Deed Record No. 165, Itasca County, Minnesota

## EASEMENT

John W. Aiton et al

Filed for record the 5th day of October

to

1951 at 8:00 o'clock A. M.

Water, Light, Power and Building  
Commission of the Village of  
Grand Rapids

Jerome H. Meyers, Register of Deeds

## E A S E M E N T

THIS INDENTURE, by and between John W. Aiton and Cora K. Aiton, his wife, Made this 18th day of August, 1936, and David Jones and Jennie Jones, his wife,

of Grand Rapids, Minnesota, as parties of the first part, and the Water, Light, Power and Building Commission of the Village of Grand Rapids, Minnesota, as party of the second part.

WITNESSETH, THAT WHEREAS, the said parties of the first part are the owners in fee of the following described premises, situated in Itasca County, Minnesota, to-wit:

The Northeast Quarter of the Southwest Quarter (NE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>) of Section Twenty-eight (28), Township Fifty-five (55), Range Twenty-five (25), West of the 4th P.M.

AND WHEREAS, the party of the second part desires to furnish electric current to the parties of the first part and to parties living South of said premises, from the Village of Grand Rapids, and in order to accomplish this will need to install poles and wires on said premises of said parties of the first part.

NOW, THEREFORE, In consideration of the sum of One Dollar paid by the party of the second part, the receipt of which amount is hereby acknowledged, the said parties of the first part hereby grant, unto the said party of the second part and its assigns, the full and free right to build, construct, maintain and keep in repair the necessary equipment consisting of poles, wires and other apparatus for the transmission of current from the Village of Grand Rapids, to serve the area South and East of said premises, it being understood that the general route of said line on and across said premises has now been agreed on or will be agreed on and determined prior to September 1st, 1936.

The said party of the second part is hereby granted the full and complete right to enter upon said premises for the purpose of locating, constructing and installing said poles, wiring and equipment for the transmission of said electric current, and also for the purpose of repairing the same and keeping them in proper repair at all times.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands the day and year first hereinabove written.

In Presence of  
Fred Birch  
Walter J. Bjork

David Jones  
Jennie Jones  
John W. Aiton  
Cora K. Aiton  
Parties of First Part

STATE OF MINNESOTA }  
County of Itasca } ss.

On this 20 day of August, 1936, before me, a Notary Public within and for said County, personally appeared John W. Aiton and Cora K. Aiton, his wife, and David Jones and Jennie Jones, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

(NOTARIAL SEAL)  
OK

Harold A. Lee HAROLD A. LEE  
Notary Public, Itasca County, Minn.  
My commission expires November 1, 1942.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

---

**AGENDA DATE:** August 28, 2024

**AGENDA ITEM:** Consider a motion to adopt the Electric Infrastructure Transfer policy.

**PREPARED BY:** Chad Troumbly, Electric Department Manager

---

### **BACKGROUND:**

GRPU managers are actively drafting policies for Commission review that focus on enhancing customer service and preparing for future needs. On June 12 and August 12, 2024, the GRPU Commission held work sessions to discuss a draft policy addressing unique infrastructure ownership boundaries for commercially owned residential developments and Manufactured Home Parks. This policy aligns with several key pillars of GRPU's strategic plan, including Utility Service, Finances, Community, Safety, and Efficiency.

### **RECOMMENDATION:**

Consider a motion to adopt the Electric Infrastructure Transfer policy.



## COMMISSION POLICY

### Electric Infrastructure Transfer

Category: <b>Electric</b>	Subcategory:	Policy Number: <b>4.</b>
------------------------------	--------------	-----------------------------

#### Section 1 - Introduction

This policy was developed to serve as a guide for Grand Rapids Public Utilities (GRPU) personnel and to provide GRPU customers with the greatest practicable latitude in using utilities services, while maintaining reliable, economical, and safe service for all customers. The intended outcome of this policy is consistent, logical, and fair treatment of GRPU customers regarding electricity delivery and infrastructure integrity.

The legal implications of these policies are addressed in various sections of the Municipal Code.

This policy is specifically designed for commercial properties, such as mobile home parks and similar developments, but it may also be used as a guide for other transfers that benefit GRPU customers.

The goal of this policy is to enhance the safety and reliability of the electrical system.

#### Section 2 – Policy

Customers or property owners who wish to transfer electrical infrastructure to GRPU are required to ensure that the infrastructure meets GRPU design standards. This requirement is in place to ensure that GRPU customers are not negatively affected by the transfer in terms of safety, reliability, or additional maintenance costs.

An official request for transfer must be submitted to GRPU for review, either by phone or email. Utility easements and required documentation must be completed, with all associated costs the responsibility of the customer or property owner. Certain infrastructure will remain the property of the customer. The service point, which will be specified in the agreement, is typically located at the line side of the meter.

The General Manager has the authority to work with the Electric Department Manager and customer or property owner to determine timelines for the upgrade and the specific requirements.

Examples of standard (to be used as a guide):



Figure 1: Ped with Meter base.



Figure 2: Junction Box with Meter Base

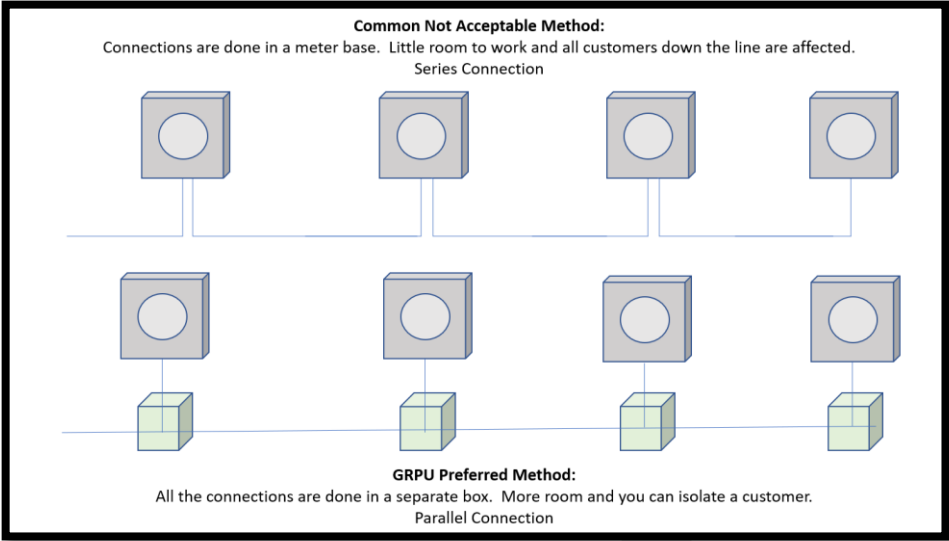


Figure 3: Example Meter Connection Methods

GRPU Member

GRPU Member

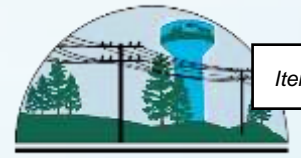
**POLICY HISTORY:**

Adopted:

Revised:

DRAFT

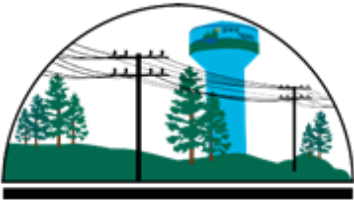
# Electric Utility



Item 18.

## Aug 28, 2024 Commission Meeting





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PUBLIC UTILITIES**

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## **ELECTRIC DEPARTMENT MONTHLY REPORT Aug 2024 Commission Meeting**

### **Electric Load Graph Last Month**

The NEMMPA gross peak was set on 7/31. MP successfully shaved the peak with a net reduction of 750kW. The battery was exercised a total of 5 times in July.

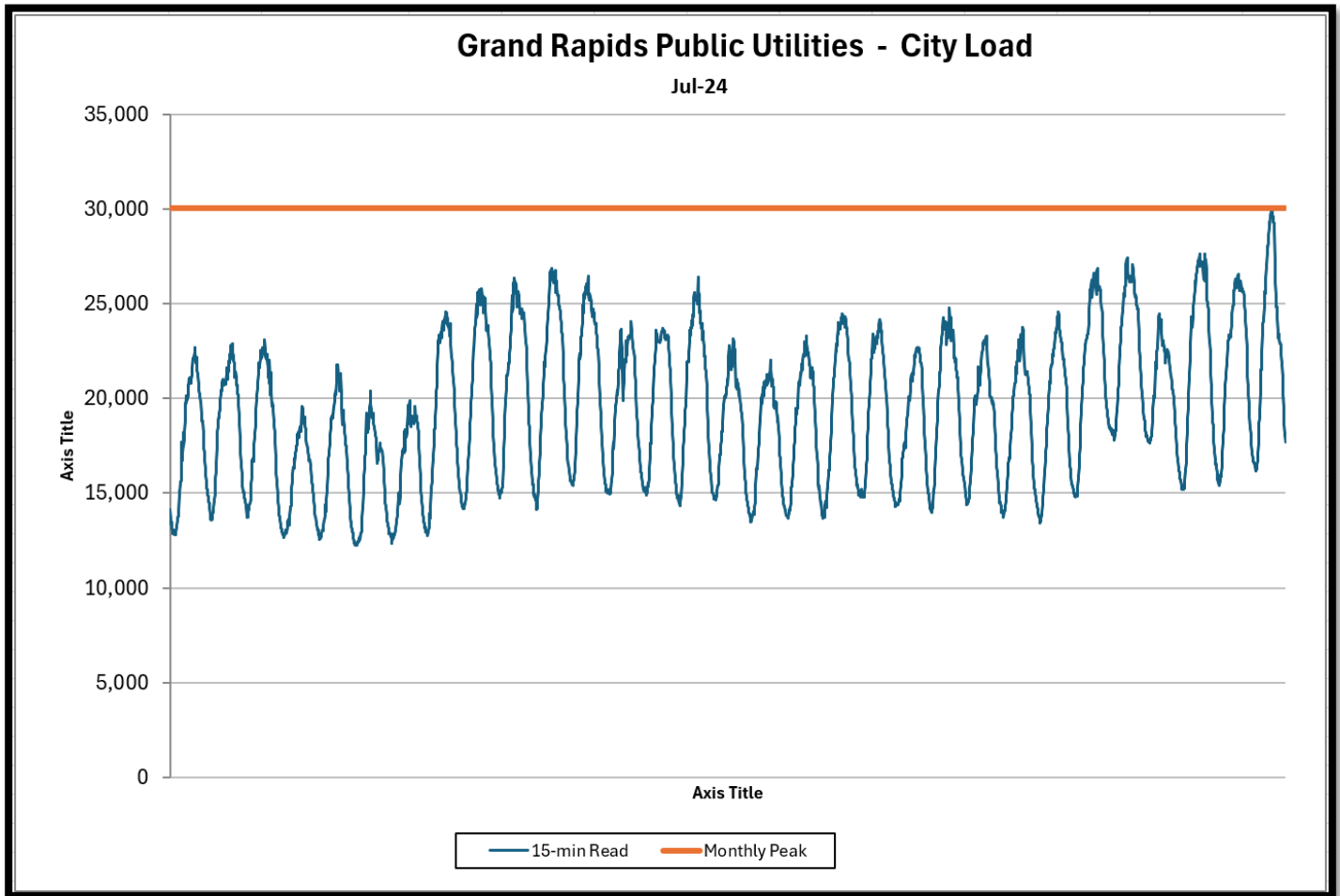


Figure 1: 30,066 kW GR Peak

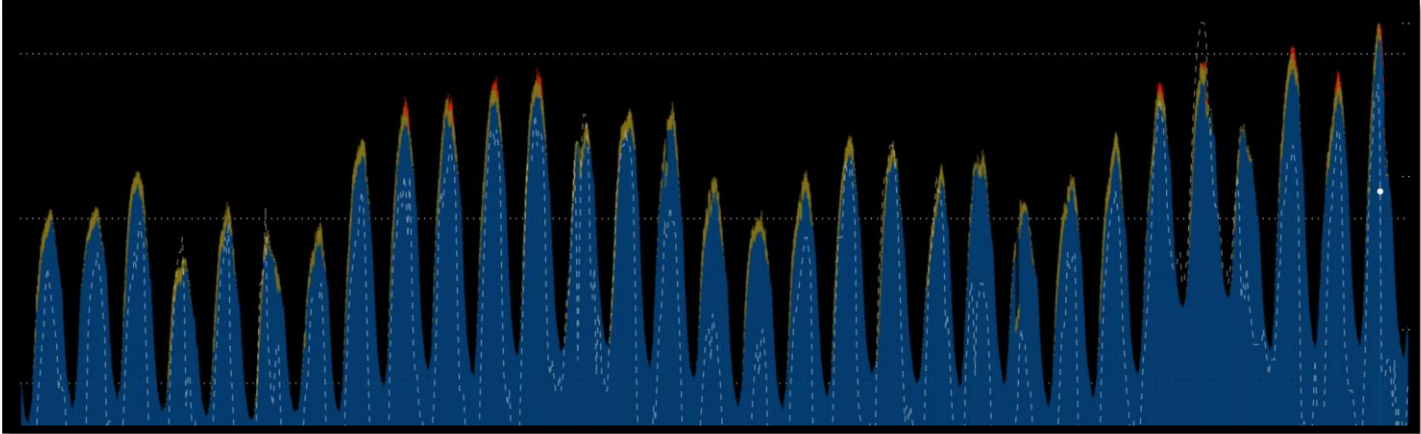


Figure 2: NEMMPA Load with Battery & Solar.

### NEMMPA vs. non-NEMMPA Peak Last Month

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

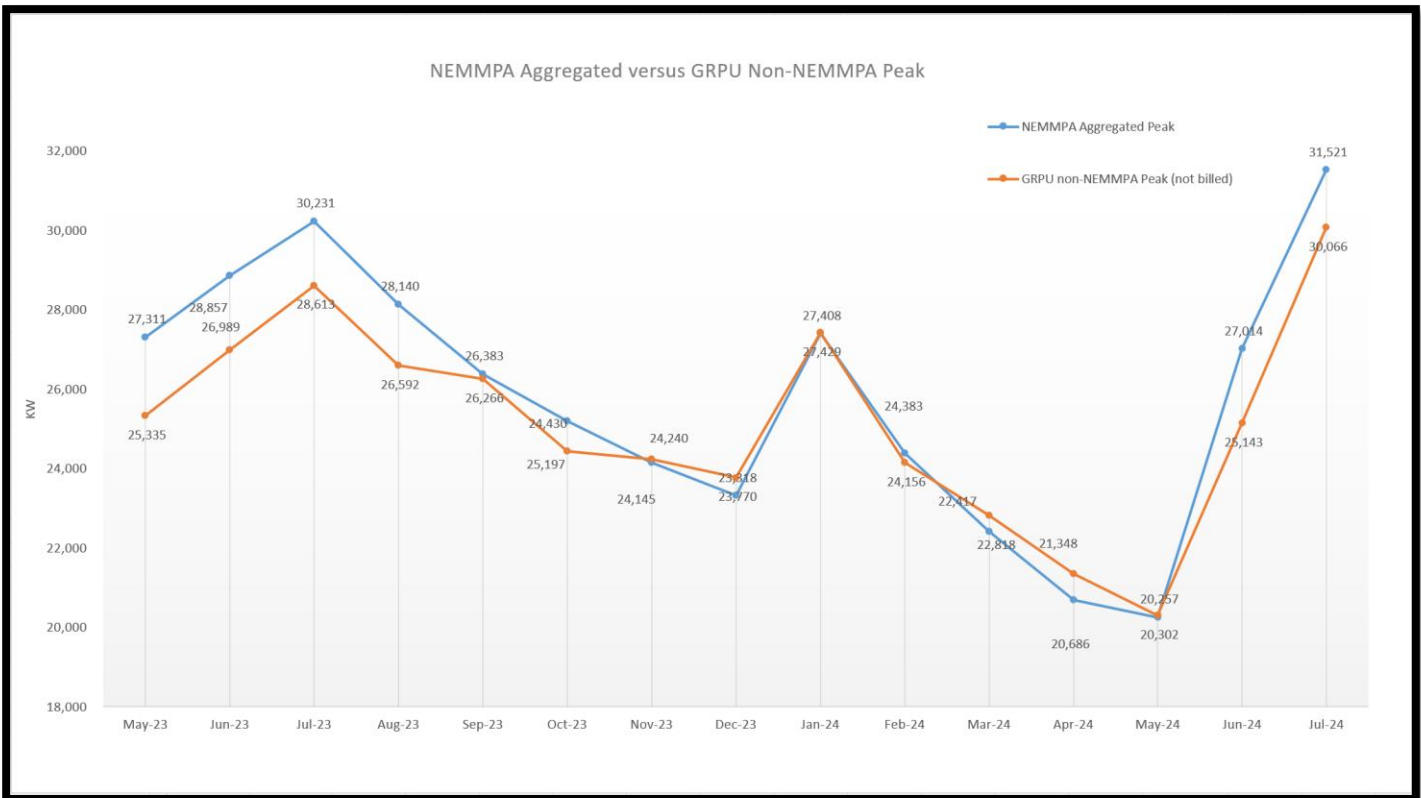


Figure 3: NEMMPA Peak -vs- non-NEMMPA



### Effective Wholesale Electric Power Rate Last Month

The attached graph shows the effective wholesale electric rate.

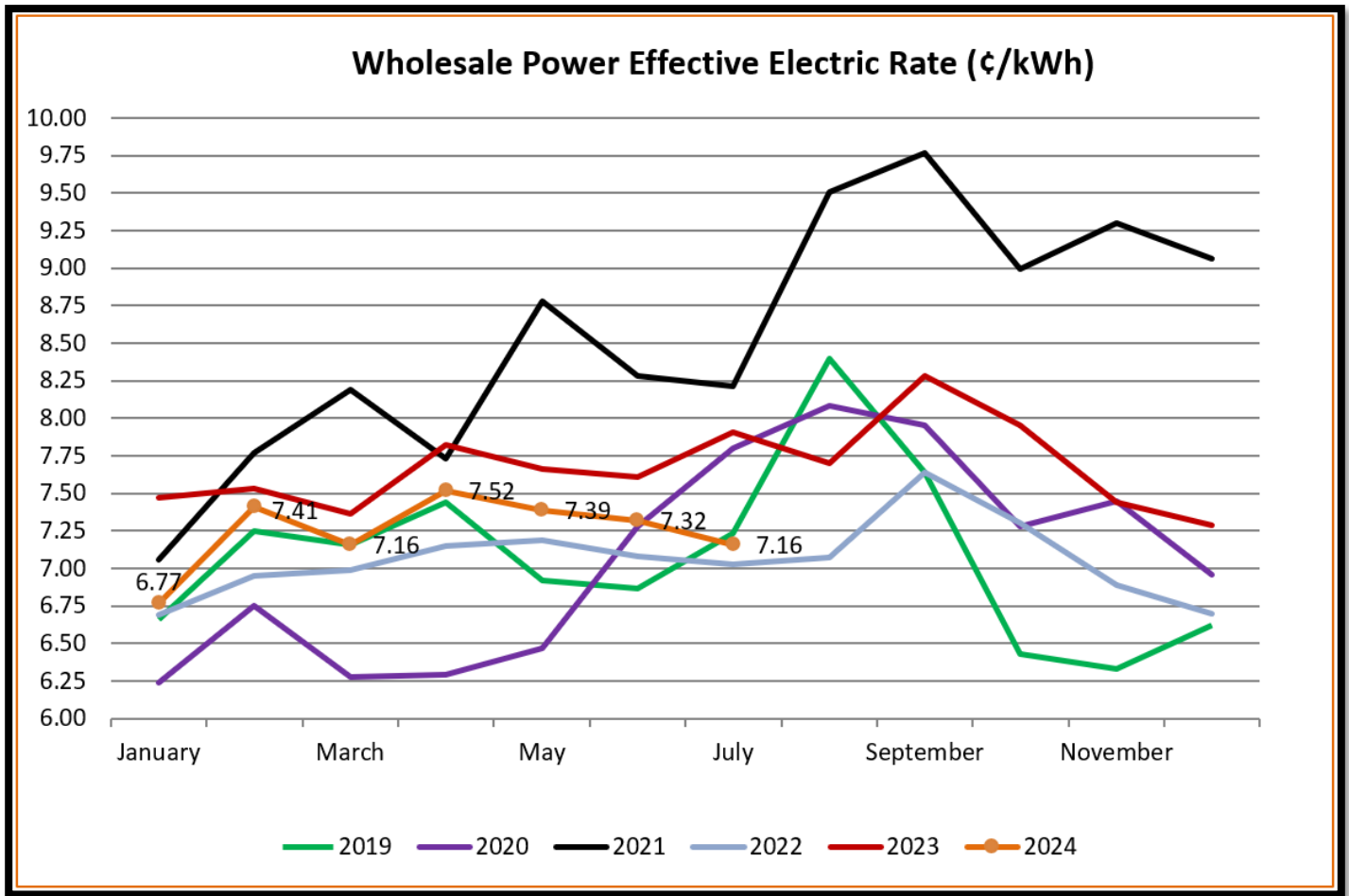
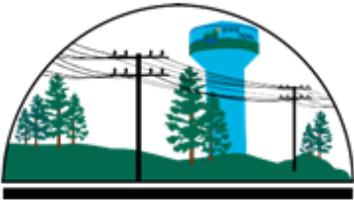


Figure 4: Wholesale Power Effective Elect Rate



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## **ELECTRIC DEPARTMENT MONTHLY RELIABILITY REPORT Aug 2024 Commission Meeting**

### **Reliability Report Last Month**

SAIDI:	0.24	Avg Minutes / Customers Served	CAIDI:	4.92	Avg Minutes / Customer Out	Total Customers Out:	369
SAIFI:	0.05	Cust Outages / Customers Served	CAIFI:	0.076	Avg Outages / Customer Out	Total Reported Hours:	30
Active:	7655	Active Electric Customers	Outages:	28	Total Number of Outages	Total Customer Hours Out:	333
ASAI:	99.99950	Average Percent System Available					

*Figure 1: July Reliability Numbers*

Major outage summary: Grand Rapids Public Utilities Service Area suffered an outage caused by a tree that broke two poles early in the month. The team took a planned outage to repair a damaged cabinet and another one to make an infrastructure design improvement. A storm caused outages at the end of the month.

Outage Time	Restored Time	Outage Type	Duration (Hours)	Customers Out	Customer Hours
7/1/2024 11:43:21 PM	7/2/2024 1:11:58 AM	Equipment -r-	1.48	3	4.43
7/2/2024 3:19:11 PM	7/2/2024 4:48:31 PM	Utility Human Error -r-	1.49	1	1.49
7/2/2024 8:01:01 PM	7/2/2024 8:19:15 PM	Equipment -r-	0.30	1	0.30
7/3/2024 2:14:01 PM	7/3/2024 3:06:29 PM	Tree -r-	0.87	44	38.48
7/3/2024 2:14:04 PM	7/3/2024 5:55:46 PM	Tree -r-	3.70	9	33.26
7/4/2024 7:36:23 PM	7/4/2024 9:06:29 PM	Utility Human Error -r-	1.50	2	3.00
7/5/2024 10:02:04 AM	7/5/2024 11:19:48 AM	Unknown -r-	1.30	1	1.30
7/6/2024 1:02:24 AM	7/6/2024 5:30:47 AM	Wildlife -r-	4.47	1	4.47
7/9/2024 11:15:55 AM	7/9/2024 11:54:46 AM	Utility Human Error -r-	0.65	1	0.65
7/11/2024 4:21:25 AM	7/11/2024 5:08:07 AM	Scheduled -r-	0.78	154	119.86
7/11/2024 8:57:56 PM	7/11/2024 9:20:52 PM	Equipment -r-	0.38	1	0.38
7/12/2024 11:37:04 AM	7/12/2024 12:05:24 PM	Equipment -r-	0.47	1	0.47
7/12/2024 12:51:47 PM	7/12/2024 1:42:44 PM	Equipment -r-	0.85	1	0.85
7/16/2024 6:53:31 AM	7/16/2024 7:51:27 AM	Tree -r-	0.97	19	18.35
7/18/2024 8:21:23 AM	7/18/2024 8:52:57 AM	Scheduled -r-	0.53	1	0.53
7/21/2024 9:12:58 AM	7/21/2024 9:54:56 AM	Wildlife -r-	0.70	2	1.40
7/23/2024 8:24:02 AM	7/23/2024 8:57:27 AM	Scheduled -r-	0.56	1	0.56
7/24/2024 1:00:03 PM	7/24/2024 1:35:35 PM	Scheduled -r-	0.59	1	0.59
7/24/2024 8:08:31 PM	7/24/2024 8:21:11 PM	Equipment -r-	0.21	7	1.48
7/25/2024 9:32:33 AM	7/25/2024 9:53:53 AM	Scheduled -r-	0.36	5	1.78
7/29/2024 1:03:11 PM	7/29/2024 1:47:11 PM	Tree -r-	0.73	2	1.47
7/30/2024 1:01:05 PM	7/30/2024 1:35:41 PM	Scheduled -r-	0.58	32	18.45
7/31/2024 8:35:24 AM	7/31/2024 9:04:34 AM	Scheduled -r-	0.49	1	0.49
7/31/2024 9:21:32 AM	7/31/2024 9:42:59 AM	Scheduled -r-	0.36	1	0.36
7/31/2024 11:22:24 AM	7/31/2024 11:23:44 AM	Equipment -r-	0.02	5	0.11
7/31/2024 3:44:26 PM	7/31/2024 5:57:47 PM	Equipment -r-	2.22	2	4.45
7/31/2024 4:44:16 PM	7/31/2024 7:50:32 PM	Weather -r-	3.10	12	37.25
7/31/2024 4:50:53 PM	7/31/2024 5:28:56 PM	Tree -r-	0.63	58	36.78

Figure 2: Outage Information by Type

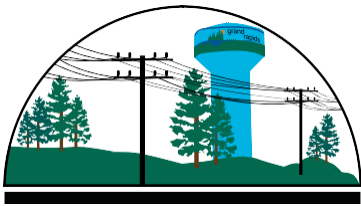
# Wastewater Utility



Item 19.

## August 28, 2024 Commission Meeting

- WW Operations Director workload.
- Aeration basin mixer repairs, RAS flow tuning.
- Jetting/Televising in NW.



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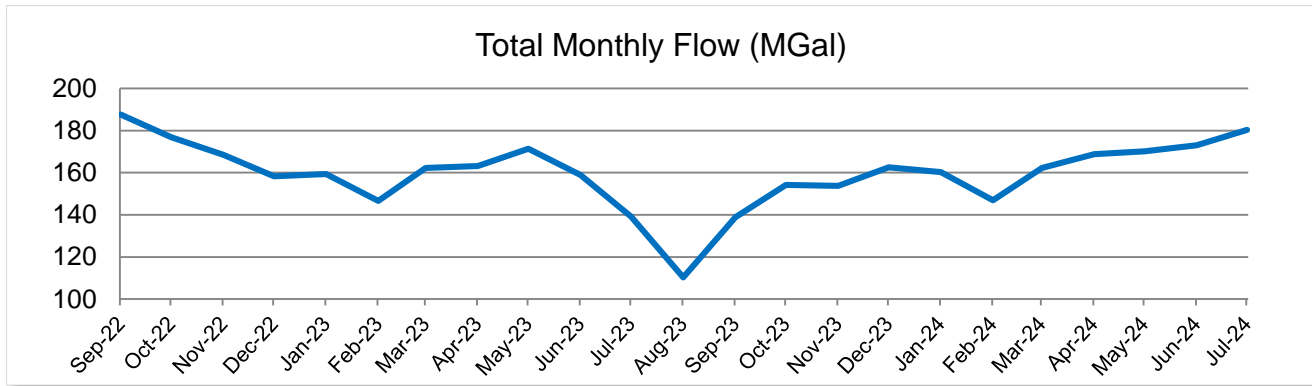
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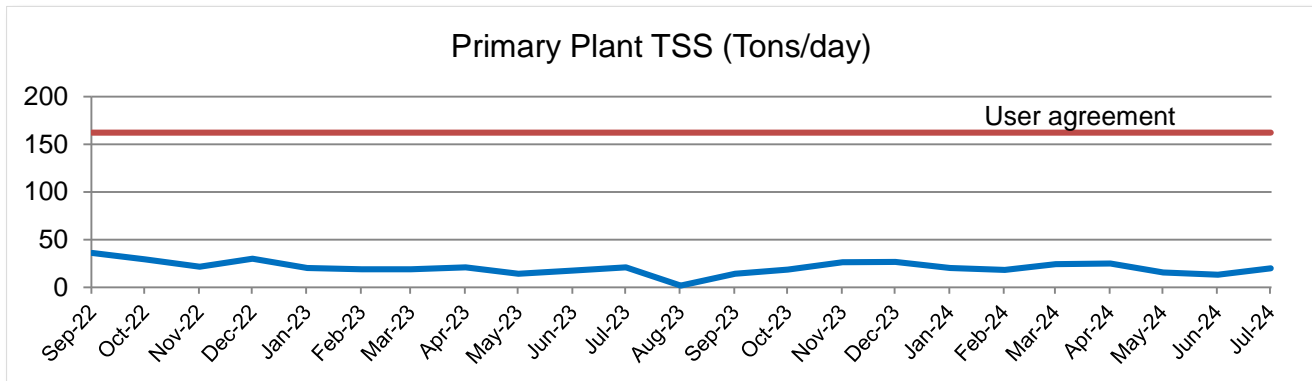
## WASTEWATER UTILITY MONTHLY REPORT August 2024 Commission Meeting

### Wastewater Operations

The Wastewater Treatment Plant (WWTP) met all National Pollutant Discharge Elimination System (NPDES) permit requirements last month. We treated 180 million gallons of water removing 99.5% of the Total Suspended Solids (TSS) and 99.4% Biochemical Oxygen Demand (cBOD).



	Design Limits (monthly AVG)	Actual Results
<u>Primary Plant</u>		
Flow (MGD)	13.25	4.3
TSS (Tons/day)	162	19.9
TSS Peak (Tons/Day)	284	53.2

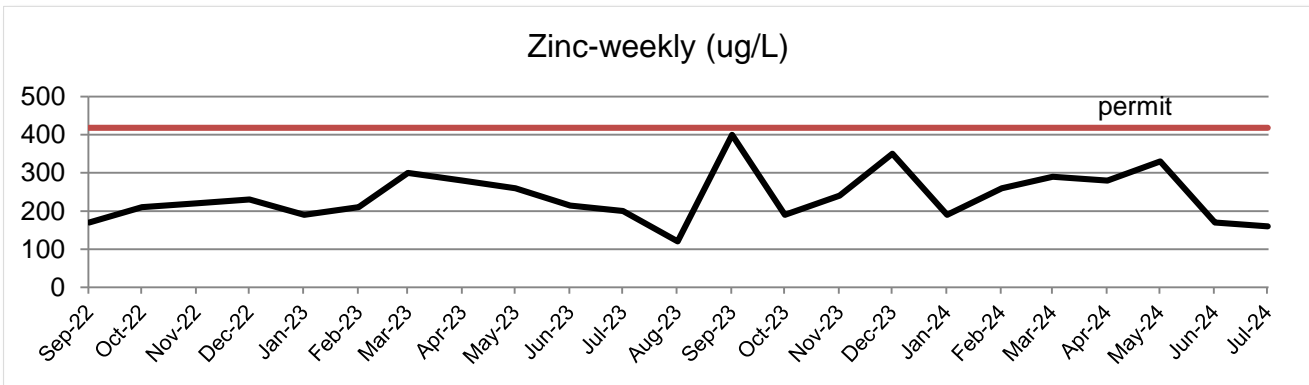
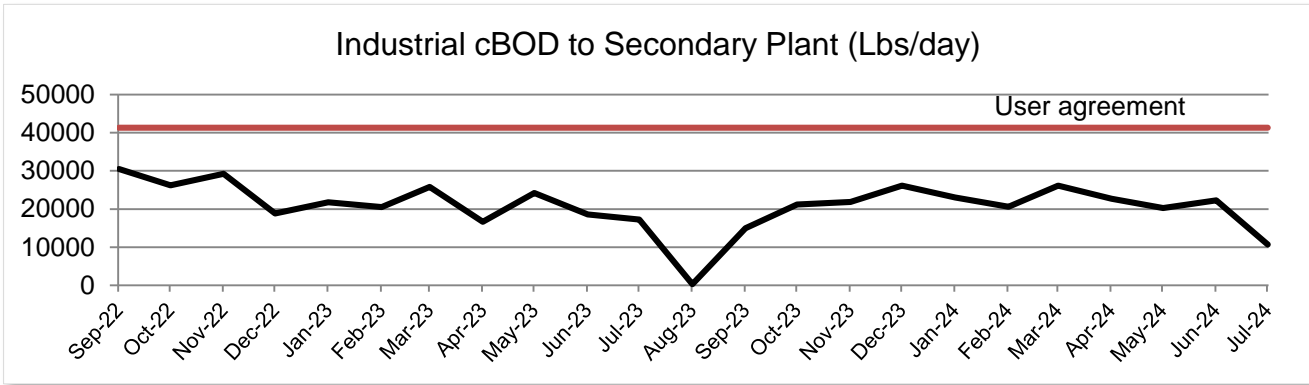


Design Limits  
(monthly AVG)

Actual Results

Secondary Plant

Flow (MGD)	15.25	5.8
cBOD (lbs/Day)	41,300	11,436
Peak cBOD (lbs/Day)	57,350	27,244
Zinc-weekly (ug/L)	418	160
% GRPUC		29.3%

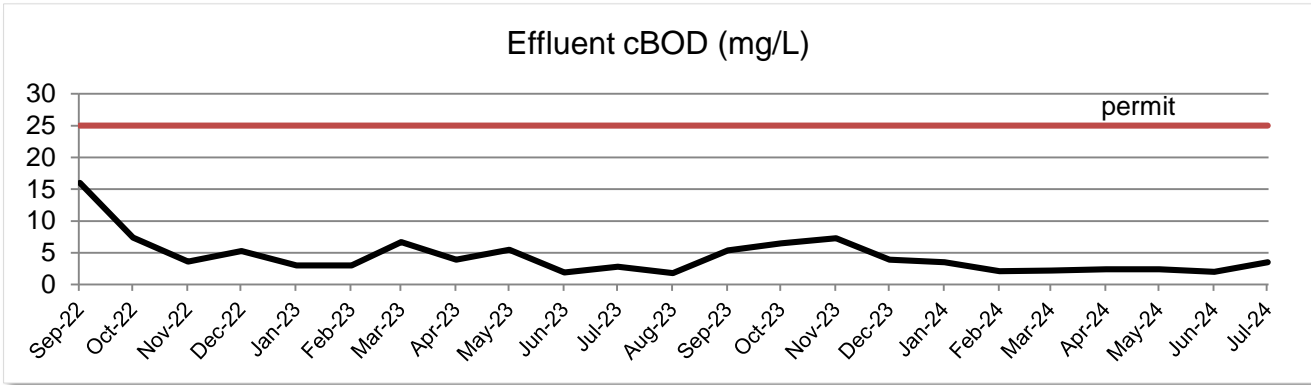
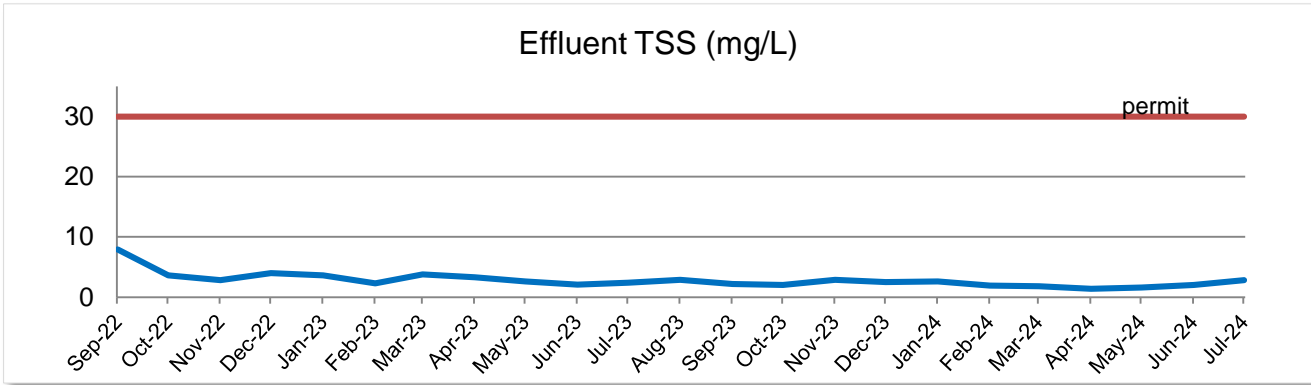


Permit Limits  
(monthly AVG)

Actual Results

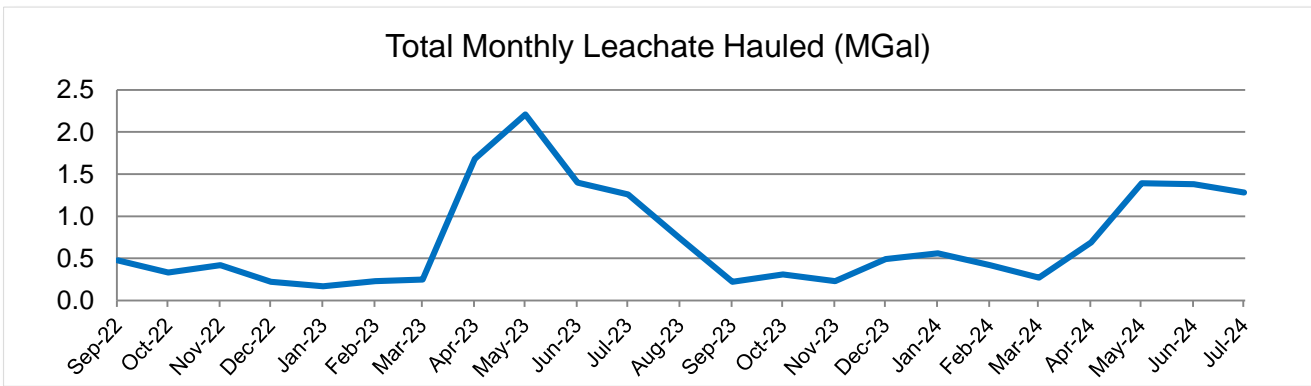
Effluent

TSS (mg/L) – monthly average	30	2.8
cBOD (mg/L) – monthly average	25	3.5
Dissolved Oxygen (mg/L)	>1.0	7.1



## Sludge Landfill Operations

- 1.28 million gallons of leachate were hauled last month which is high for June.
- 2568 cubic yards of sludge solids were hauled to the landfill



# Capital and Operations Project Summary

COMMISSION REPORT CONTENTS										
Agency					Amount	Percent Spent	Percent Complete			
Lead	Dept	Proj Desc	Proj #	Budget	Spent	{calc'd}	d	Status	Noted Issues / Highlights	
City	WWC	3rd Ave NE, 7th St NE	WWCO2002	\$270,000	\$0	0%	60%	In Progress		
GRPU	WWC	Jetting		\$150,000	\$5,000	3%	5%	In Progress	Resumed.	
GRPU	WWC	Lift Station 3 Controls Update	WWCO2403	\$25,000	\$0	0%	25%	In Progress	On agenda	
GRPU	WWC	Lift Station Pumps	WWCO2005	\$35,000	\$0	0%	40%	In Progress	On agenda	
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

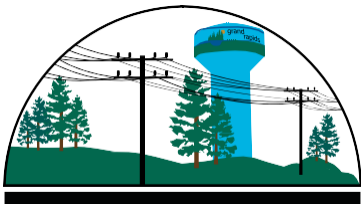


# Water Utility



## August 28, 2024 Commission Meeting

- Legionella efforts (weekly Legiolert)
- Water quality monitoring, disinfection by-product testing
- Lead and copper inventory, lead and copper testing.



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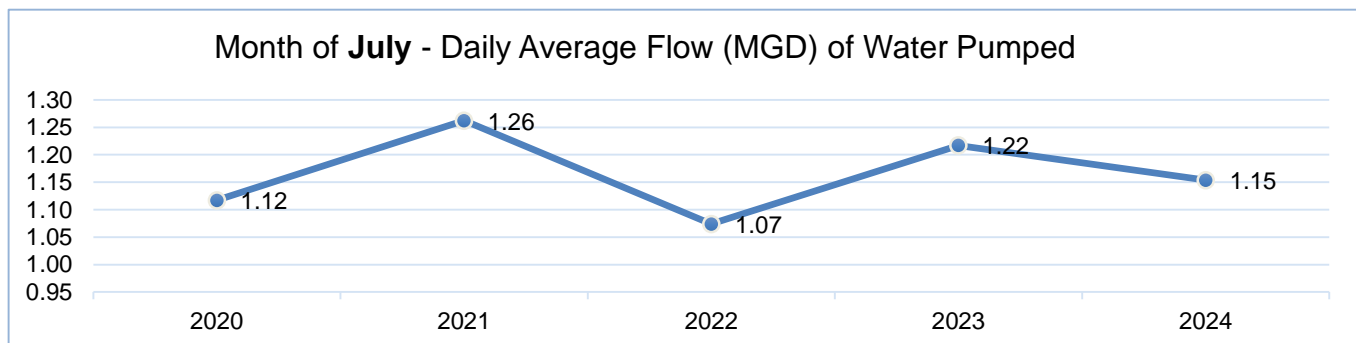
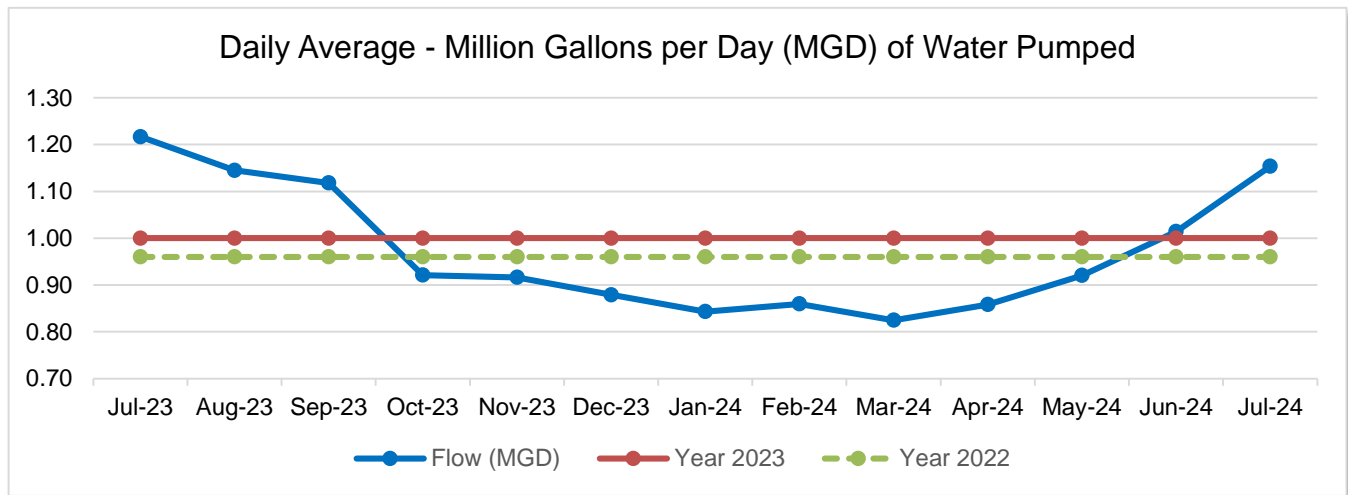
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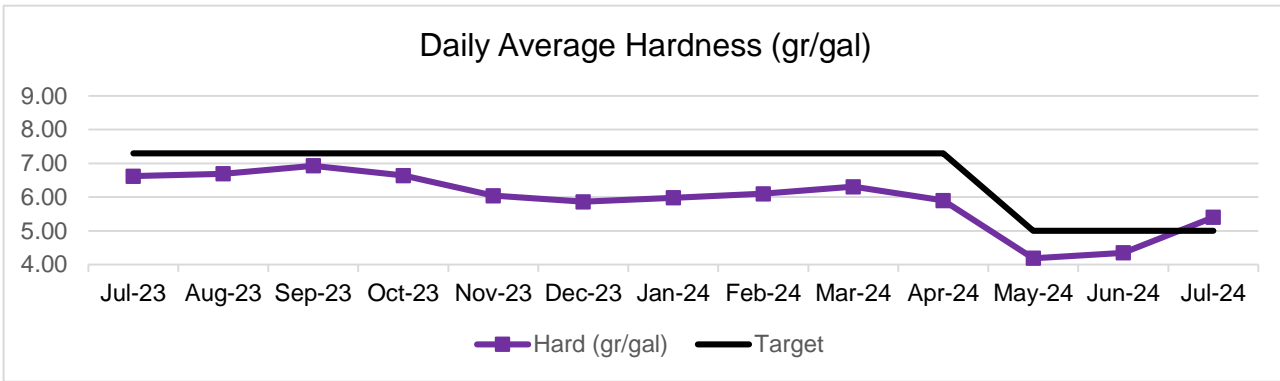
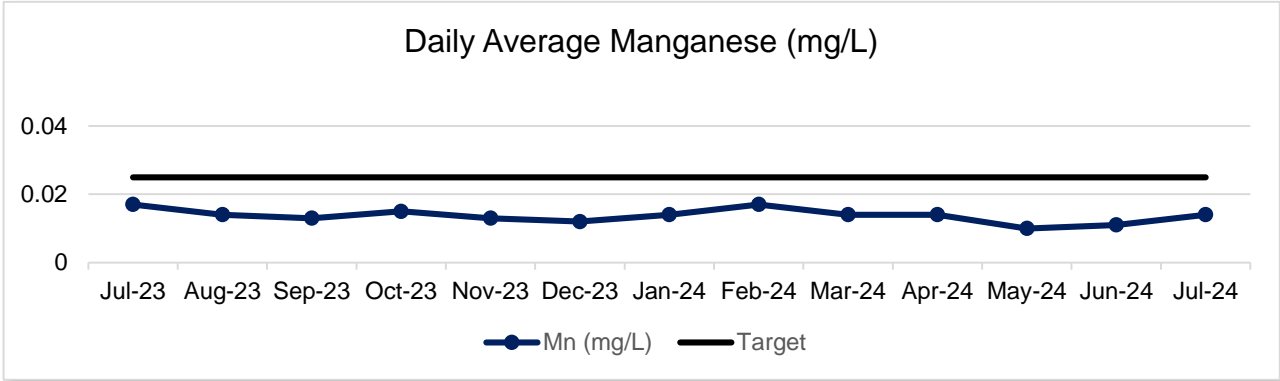
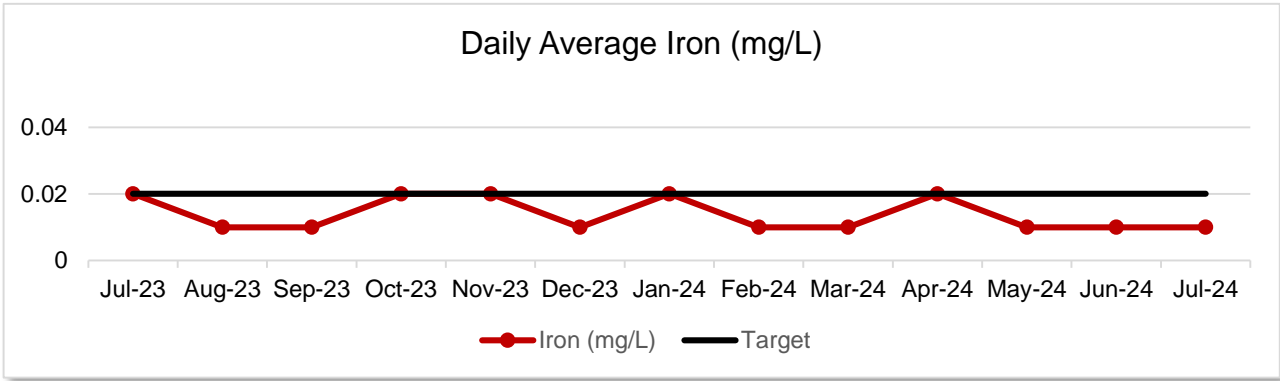
## WATER UTILITY MONTHLY REPORT August 2024 Commission Meeting

### Water Operations

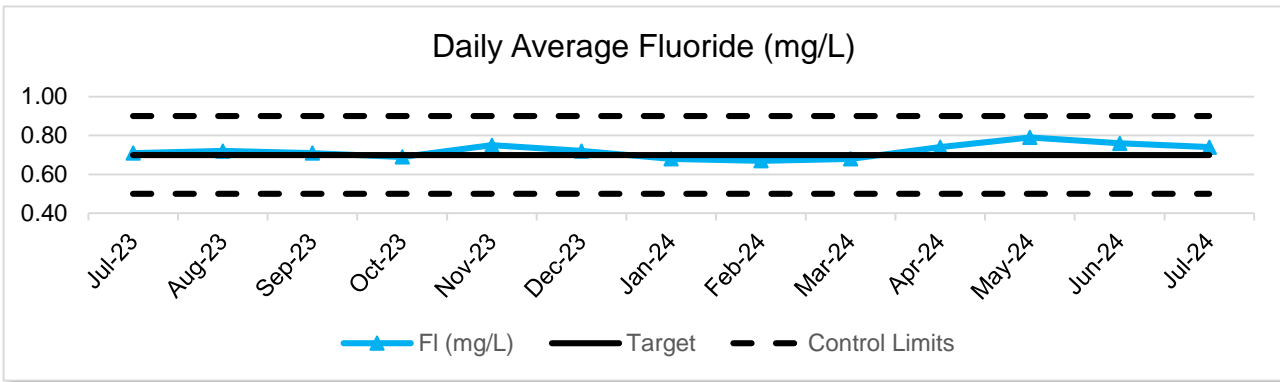
The water plant pumped an average of 1.15 million gallons of water per day (MGD) with a peak of 1.46 million gallons during last month which is close to normal for this time of the year.



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 Complete	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%	60%	In Progress	
GRPU		WATER	Booster Station Panel View	WATR2302	\$30,000	\$500	2%	20%	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%	80%	In Progress	Pipe is tied into the main.

### Status Definitions

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# Grand Rapids Public Utilities

August 28, 2024, Commission Meeting

Department Head Presentation

## Customer Solar Installations

Chad Troumbly – Electric Department Manager



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## Items Covered– Specific to the Homeowner

- What is Solar Power?
- Back-up for Power outage?
  - Battery –vs- No Battery
- Customer Installs
- Website
- Metering
- Numbers



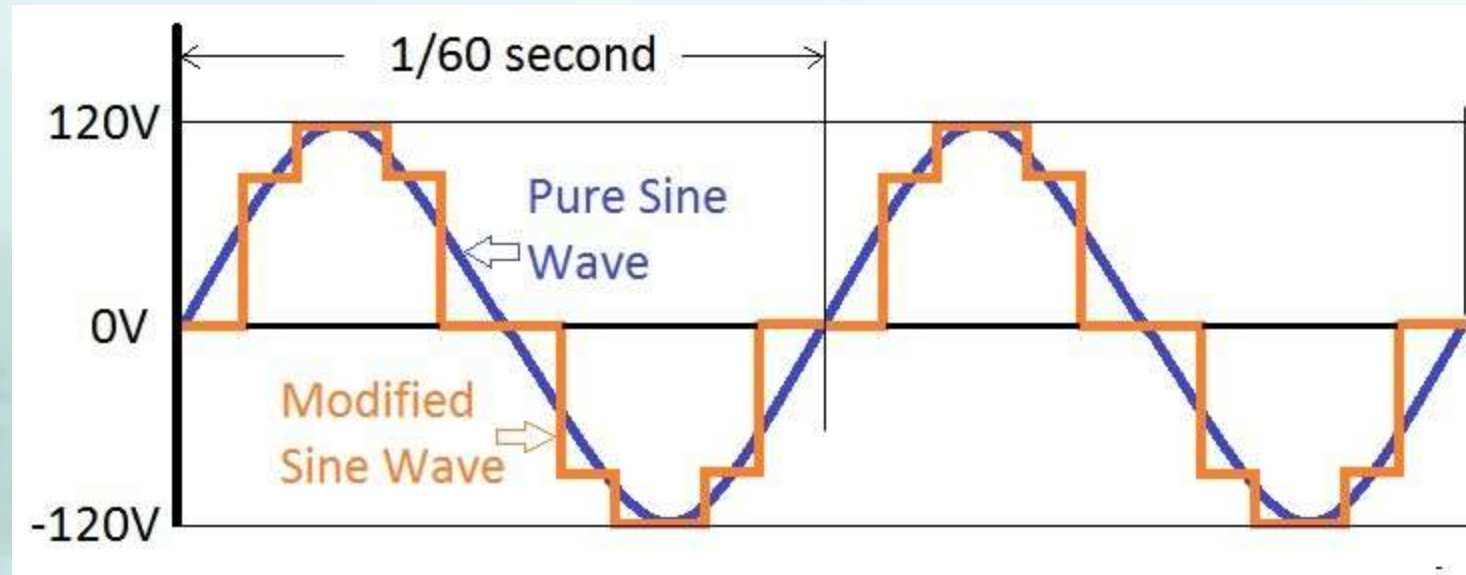
## What is Solar Power?

- Solar power is energy from the sun that is converted into thermal or electrical energy. Solar energy is the cleanest and most abundant renewable energy source available, and the U.S. has some of the richest solar resources in the world. - <https://www.seia.org/>



## Back-up for Power outage?

- Yes and No





# Customer Installations



# High Level Process

- Design
- Calculate the Numbers
  - Personal Choice
  - Home Energy Audit?
- Fill Out Applications and Permits
- Get Approval
- Build It
- Pass Inspections
- Produce Power



# Website

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Community Departments Resources Economic Development

### Solar (Distributed Energy Resources)

Grand Rapids Public Utilities (GRPUC) has adopted a process addressing the interconnection of distributed energy resources (DER) to the electric distribution grid. This process is required per Minnesota Statute §216B.3611 and shall be followed by GRPUC customers who wish to continuously parallel solar, wind, or other types of generation with the electric grid.

Please click on the link below to download the file. This process is also available at Grand Rapids Public Utilities office.

**Supporting Documents**

[Solar \(Distributed Energy Resources\) Interconnection Process \(1 MB\)](#)

**Directions**

Grand Rapids Public Utilities  
500 SE 4th St  
Grand Rapids, MN 55744  
See map: [Google Maps](#)

**Simplified Interconnection Application**

**Public Utilities**

- + About GRPUC
- + Customer Service
- + Education & Environment
- + Rebates & Programs
- Utility Services
- + Electric Utility
- + Water Utility
- Wastewater Utility
- Useful Links

**Contact information**

**Address**  
500 SE 4th Street  
Grand Rapids, MN 55744

**Office Hours**  
Monday-Friday: 8:30 AM - 4:30 PM

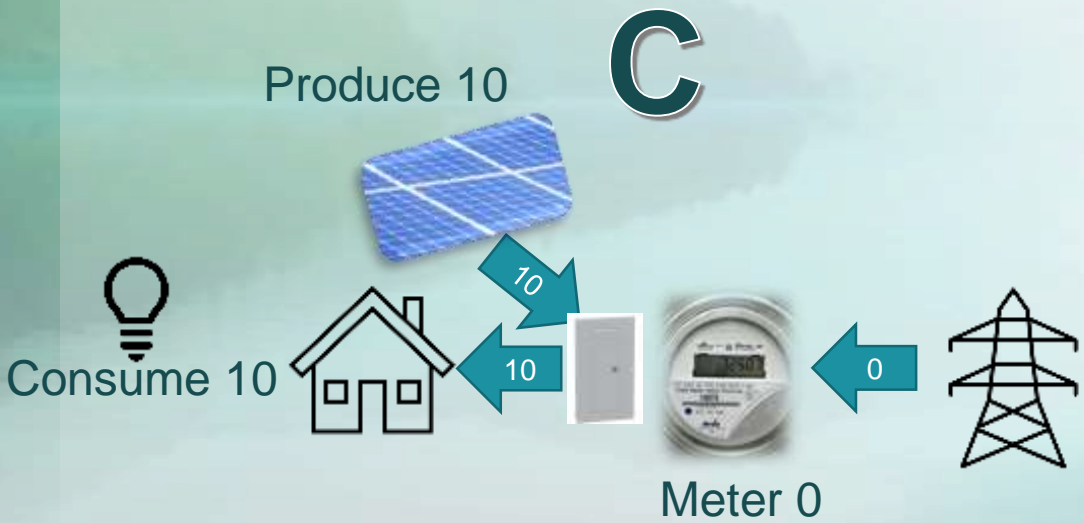
**Office Numbers**  
Phone: 218-326-7024  
Fax: 218-326-7499

[View Full Contact Details](#)

# Metering

- Typical Home Meter Does Not See Everything
- What you Give or Take





# Numbers



# Questions / Comments

August 28, 2024, Commission Meeting

Department Head Presentation

Chad Troumbly – Electric Department Manager

