



# GRAND RAPIDS PUBLIC UTILITIES COMMISSION

## MEETING AGENDA (REVISED)

Wednesday, March 09, 2022

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 Tuesday, March 9 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 minutes of the February 9, 2022 Regular Meeting.

**VERIFIED CLAIMS:**

2. Consider a motion to approve the verified claims for February 2022 in the amount of \$1,920,055.27.

**COMMISSION REPORTS:**

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

3. Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for February 2022.
4. Consider a motion to approve the sale of Mitsubishi FG35A 185T-S Forklift, Serial #AF13D-50020, "as is" condition to City of Grand Rapids for \$4,000.
5. Consider a motion to approve the procurement contract with Triton for a 5 MVA transformer in the amount of \$124,565.00 and authorize the General Manager to sign the contract.
6. Consider a motion to approve the procurement contract with Schwing Bioset for one screw section for the custom screw conveyor in the WWT solids process building for \$37,243.52

**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.

7. Consider a motion to approve the regular agenda.

**ADMINISTRATION:**

8. Consider the election of the 2022 GRPU Commission Officers of President and Secretary.

- [9.](#) Consider a motion to declare a vacancy exists for the Maintenance I position and up to two more vacancies that may exist as a result of filling the Maintenance I position, and authorize the internal postings for those vacancies.
- [10.](#) Consider a motion to approve the updated Journey Line Worker position description, declare a vacancy exists, and authorize the internal posting and external advertising, if needed, for the position.
- [11.](#) Review Administration Department Monthly Report

BUSINESS SERVICES DEPARTMENT:

- [12.](#) Review Business Services Department Monthly Report

ELECTRIC DEPARTMENT:

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

WATER AND WASTEWATER DEPARTMENT:

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

SAFETY REPORT:

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

ADJOURNMENT:

The next Regular Work Session is scheduled for Tuesday, March 22, 2022 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Meeting of the Commission is scheduled for Wednesday, April 13, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The GRPUC has adopted a Meeting Protocol Policy, which informs attendees of the GRPUC'S desire to conduct meetings in an orderly manner which welcomes all civil input from interested parties. If you are unaware of the policy, please contact our office at 218-326-7024 ext. 1 and we will provide you with a copy of the policy.



# GRAND RAPIDS PUBLIC UTILITIES COMMISSION

## MEETING MINUTES

Wednesday, February 09, 2022

4:00 PM

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, February 9, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

### CALL OF ROLL:

**PRESENT:** President Tom Stanley, Commissioner Rick Blake, Commissioner Luke Francisco, Commissioner Rick Smith

**ABSENT:** Secretary Kathy Kooda, with notice

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

### PUBLIC FORUM:

None.

### APPROVAL OF MINUTES:

1. Consider a motion to approve the minutes of the January 11, 2022 Regular Meeting and the January 25, 2022 Regular Work Session Meeting.

A motion was made by Commissioner Rick Blake, seconded by Commissioner Rick Smith to approve the minutes of the January 11, 2022 Regular Meeting and the January 25, 2022 Regular Work Session Meeting.

The motion carried by the following vote:

Voting Yea: President Tom Stanley, Commissioner Rick Blake, Commissioner Luke Francisco, Commissioner Rick Smith.

### VERIFIED CLAIMS:

2. Consider a motion to approve the verified claims for January 2022 in the amount \$2,058,302.14.

A motion was made by Commissioner Luke Francisco, seconded by Commissioner Rick Blake to approve the verified claims for January 2022 in the amount \$2,058,302.14.

The motion carried by the following vote:

Voting Yea: President Tom Stanley, Commissioner Rick Blake, Commissioner Luke Francisco, Commissioner Rick Smith

#### COMMISSION REPORTS:

Commissioner Rick Blake reported that DEED approved approximately \$450,000 for public infrastructure at the old Ainsworth site. He stated that the project is moving along and that it is a good thing for Grand Rapids and our new substation.

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.

A motion was made by Commissioner Rick Blake, Seconded by Commissioner Luke Francisco to approve the Consent Agenda as read.

The motion carried by the following vote:

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

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

**Approved by consent agenda vote.**

4. Consider a motion to approve the contract with RESCO for steel power poles in the amount of \$28,958.20 and authorize the General Manager to sign the contract.

**Approved by consent agenda vote.**

5. Consider a motion to approve the procurement contract with Barnum Companies for parts and installation for rebuilding the north gate at the combined service center for \$27,525.

**Approved by consent agenda vote.**

6. Consider a motion to order the preparation of plans, specifications, and bid package and authorize the advertisement of competitive bids for the televising of our wastewater collection system.

**Approved by consent agenda vote.**

7. Consider a motion to ratify the procurement contract with Loren Solberg Consulting for legislative professional services in an amount not to exceed \$10,000.00.

**Approved by consent agenda vote.**

8. Consider a motion to ratify the procurement contract with Midwest Communications for radio ad spots in the amount of \$6,000.

**Approved by consent agenda vote.**

9. Consider a motion to ratify the procurement contract with CB Technology Solutions, Inc. for IT professional services in an amount not to exceed \$23,100.00.

**Approved by consent agenda vote.**

10. Consider a motion to ratify the procurement contract with CW Technology for CW Care in the amount of \$5,284.00.

**Approved by consent agenda vote.**

11. Consider a motion to ratify the procurement contract with Eaton for MultiSpeak AMI Yukon Interface for \$4170.00.

**Approved by consent agenda vote.**

12. Consider a motion to ratify the procurement contract with Viking Electric for LED light fixtures in the amount of \$9,728.00.

**Approved by consent agenda vote.**

13. Consider a motion to ratify the procurement contract with RESCO for wood power poles in the amount of \$16,718.75.

**Approved by consent agenda vote.**

14. Consider a motion to ratify the procurement contract with Power Process Equipment for pump parts for rebuilding the Moyno 2000 primary sludge pump for \$16,594.28.

**Approved by consent agenda vote.**

15. Consider a motion to ratify the procurement contract with Power Process Equipment for the Moyno pump seal 675213R for \$3,262.50.

**Approved by consent agenda vote.**

16. Consider a motion to ratify the procurement contract with PSI Engineering for pump parts for rebuilding the Ingersol Dresser 4x3x6 D814 water pump for \$3,899.00.

**Approved by consent agenda vote.**

17. Consider a motion to ratify the procurement contract with PSI Engineering for two (2) 6" HP20T Telsa pumps for \$5,006.00.

**Approved by consent agenda vote.**

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

A motion was made by Commissioner Rick Smith, seconded by Commissioner Luke Francisco to approve the Regular Agenda as presented.

The motion carried by the following vote:

Voting Yea: President Tom Stanley, Commissioner Rick Blake, Commissioner Luke Francisco, Commissioner Rick Smith

ADMINISTRATION:

18. Review Administration Department Monthly Report

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

BUSINESS SERVICES DEPARTMENT:

19. Review Business Services Department Monthly Report

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

20. Consider a motion to approve the 2022 workers' compensation premium coverage quotation regular premium option from the LCMIT in the amount of \$78,405, authorize the general manager to sign premium documents, and approve the payment of the 2022 insurance premium of \$78,405 to the LMCIT.

A motion was made by Commissioner Luke Francisco, seconded by Commissioner Rick Smith to approve the 2022 workers' compensation premium coverage quotation regular premium option from the LMCIT in the amount of \$78,405, authorize the General Manager to sign premium documents, and approve the payment of the 2022 insurance premium of \$78,405 to the LMCIT.

The motion carried by the following vote:

Voting Yea: President Tom Stanley, Commissioner Rick Blake, Commissioner Luke Francisco, Commissioner Rick Smith

ELECTRIC DEPARTMENT:

21. Review Electric Department Monthly Report

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

22. Consider a motion to approve the Electric Department Rules Policy, E.001.

A motion was made by Commissioner Rick Blake, seconded by Commissioner Rick Smith to approve the Electric Department Rules Policy, E.001.

The motion carried by the following vote:

Voting Yea: President Tom Stanley, Commissioner Rick Blake, Commissioner Luke Francisco, Commissioner Rick Smith

WATER AND WASTEWATER DEPARTMENT:

23. Review Water-Wastewater Department Monthly Report

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

SAFETY REPORT:

24. Review Safety Monthly Report

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

ADJOURNMENT:

By call of the chair, the regular meeting was declared adjourned at 4:53 PM.



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

The next Regular Work Session Meeting of the Commission is scheduled for Tuesday, February 22, 2022 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Meeting is scheduled for Wednesday, March 9, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

Public Utilities Commission  
Accounts Payable  
February 2022  
(Meeting Date: 03/09/2022)

Item 2.

<b>NAME</b>	<b>AMOUNT</b>	<b>NAME</b>	<b>AMOUNT</b>
A.G. O'Brien	259.37	L & M Supply	42.74
Acheson Tire	25.00	Martin's Snowplow & Equipment	180.13
Altec	3,276.28	Metro Sales Inc	1,045.54
Aramark	93.44	Minnesota Department of Labor & Industry	180.00
Arrow Embroidery	66.00	Minnesota Power	1,025,836.63
Automation Direct	962.00	Northeast Technical Services	8,707.50
Border States	1,743.60	Northern Drug Screening	85.00
Burggraf's	91.13	Northland Off Road	48.99
CB Technology Solutions	11,900.00	Northland Portables	152.25
Central McGowan	2,665.88	NSI Lab Solutions	130.00
City of Grand Rapids	1,100.00	Otis	2,103.84
Coles	139.06	Pitney Bowes	2,274.96
Compass Minerals	7,670.14	Radtke, James	5,220.96
Cooperative Response Center	1,759.40	RMB Environmental Lab	366.00
Core & Main	4,845.85	Sandstrom's	547.77
Dakota Supply Group	169.26	Scooter's Septic Service	700.00
Door Service	325.25	Stuart Irby	570.34
Environmental Resource Associates	606.29	Telcologic	72.50
Fastenal	466.96	TNT Construction	22,127.00
Frontier Energy	3,177.54	Vega	1,722.48
Grainger	3,281.22	Viking Electric	10,491.04
Hawkins	4,727.71	Wesco	6,333.00
Johnson Controls	278.38		
			<hr/>
			1,138,568.43



Public Utilities Commission  
Accounts Payable  
January/February 2022 (Revised)  
(Meeting Date: 02/22/22) \*Canceled

Item 2.

NAME	AMOUNT	NAME	AMOUNT
A.G. O'Brien	285.92	North Central Laboratores	312.52
Acheson Tire	1,140.00	Paul's Locks and Keys LLC	130.00
Amaril Uniform Company	3,106.50	Power Process	2,762.60
Aramark	202.11	Public Utilities Commission	15,935.63
Baker Tilly	1,520.00	Rapid Pest Control	101.75
CarQuest	153.56	Rapids Radio	1,205.50
BCB Technology Solutions	3,937.50	Rapids Welding	196.56
Central McGowan	600.00	RMB Environmental Lab	387.00
City of Grand Rapids	2,039.26	Sandstrom's	160.27
Coles	728.05	Scooter's Septic Service	250.00
Compass Minerals	3,876.89	S E H	1,070.00
CW Technology	12,598.86	Stuart Irby	12.21
Dakota Fluid Power	101.35	United Rentals	477.73
Dakota Supply Group	1,404.73	USA Bluebook	654.69
Davis Oil	2,563.09	Vessco Inc	639.94
Fairview Health Services	375.00	Viking Electric	167.15
Fastenal	783.35	WDIO	1,755.00
Grainger	938.05	WUSZ	320.00
Grand Rapids Area Chamber of Commerce	420.00	YrC Freight	214.62
Hach	631.07		
InLighten	395.00	Energy Efficiency Rebate:	
Itasca County	1,334.81	Timothy Bonner	200.00
Johnson, Killen & Seiler	1,290.30	Mark Vicory	375.00
Journyx	2,550.00		
L & M Supply	15.99		
Loren Solberg Consulting	1,939.00		
McMaster-Carr	4,611.46		
Mulcahy	2,607.00		
			79,477.02

## February 2022 Check Register

Item 2.

Document Date	Check #	Vendor Name	Document Amount	
2/1/2022		4560 Northeast Service Cooperative	3,930.00	2/28/2022
2/1/2022		4561 Northeast Service Cooperative	53,217.00	2/28/2022
2/2/2022		4562 Public Employees Retirement Association	537.60	2/2/2022
2/2/2022		4563 Minnesota Dept. of Revenue	217.20	2/2/2022
2/2/2022		4564 Wells Fargo Bank	1,352.06	2/2/2022
2/2/2022		4565 Empower Retirement	230.40	2/2/2022
		4566 Skipped		
2/1/2022		4567 Further	1,257.33	2/28/2022
2/4/2022		4568 Invoice Cloud	2,556.80	2/28/2022
2/11/2022		4569 Public Employees Retirement Association	15,134.10	2/11/2022
2/11/2022		4570 Minnesota Dept. of Revenue	4,230.18	2/11/2022
2/11/2022		4571 Wells Fargo Bank	25,222.09	2/11/2022
2/11/2022		4572 Empower Retirement	8,241.14	2/11/2022
2/1/2022		4573 Computershare	1,287,218.75	2/1/2022 **
2/18/2022		4574 Minnesota Department of Revenue	115,066.00	2/28/2022
2/12/2022		4575 Further	452.68	2/28/2022
2/25/2022		4576 Public Employees Retirement Association	15,390.67	2/25/2022
2/25/2022		4577 Minnesota Dept. of Revenue	4,443.03	2/25/2022
2/25/2022		4578 Wells Fargo Bank	26,029.28	2/25/2022
2/25/2022		4579 Empower Retirement	8,420.25	2/25/2022
2/26/2022		4580 Further	170.57	2/28/2022
2/28/2022		4581 Further	2,514.66	2/28/2022
2/4/2022		79357 Blanchard, Jason	40.00	2/4/2022
2/4/2022		79358 First Net / AT & T Mobility	315.21	2/4/2022
2/4/2022		79359 Further	90.75	2/4/2022
2/4/2022		79360 Goodell, Jeremy	40.00	2/4/2022
2/4/2022		79361 Mattson, Steve	56.75	2/4/2022
2/4/2022		79362 Minnesota Department of Natural Resource	6,222.35	2/4/2022
2/4/2022		79363 Ruder, Rodney	40.00	2/4/2022
2/4/2022		79364 United Parcel Service	56.82	2/4/2022
2/4/2022		79365 UNUM Life Insurance Co of America	2,734.30	2/4/2022
2/4/2022		79366 Verizon Wireless	2,067.89	2/4/2022
2/4/2022		79367 Waste Management of WI-MN	796.83	2/4/2022
2/4/2022		79368 Wells Fargo Corporate Trust	14,766.12	2/4/2022
2/11/2022		79422 League of Minnesota Cities	78,405.00	2/11/2022
2/11/2022		79423 Radtke, James	5,974.32	2/11/2022
2/11/2022		79424 MN Child Support Payment Center	356.25	2/11/2022
2/11/2022		79425 NCPERS Group Life Ins	96.00	2/11/2022
2/15/2022		79426 American Public Power	1,921.15	2/15/2022
2/15/2022		79427 Barnum Gate Services INC	13,762.50	2/15/2022 **
2/15/2022		79428 Wells Fargo Business Card -SM	404.92	2/15/2022
2/18/2022		79429 HH Operations dba Oak Hills Assisted Living	5,000.00	2/18/2022
2/18/2022		79430 Customer Refunds- Utility Accounts	116.24	2/28/2022
2/18/2022		79431 Customer Refunds- Utility Accounts	74.42	2/28/2022
2/18/2022		79432 Customer Refunds- Utility Accounts	115.80	2/28/2022
2/18/2022		79433 Customer Refunds- Utility Accounts	1.72	2/28/2022
2/18/2022		79434 Customer Refunds- Utility Accounts	69.79	2/28/2022
2/18/2022		79435 Customer Refunds- Utility Accounts	63.18	2/28/2022
2/18/2022		79436 Customer Refunds- Utility Accounts	87.26	2/28/2022

2/18/2022	79437 Customer Refunds- Utility Accounts	101.03	2/28/2022
2/22/2022	79438 City of Grand Rapids	72,333.37	2/28/2022
2/23/2022	79439 Waste Management of WI-MN	810.49	2/23/2022
2/23/2022	79440 Nextera Communicatons	618.08	2/23/2022
2/23/2022	79441 Minnesota Energy Resources Corp.	811.14	2/23/2022
2/23/2022	79442 United Parcel Service	47.13	2/23/2022
2/25/2022	79443 MN Child Support Payment Center	356.25	2/25/2022
2/25/2022	79444 Minnesota Council 65	1,759.50	2/25/2022
2/28/2022	79445 City of Grand Rapids	72,333.33	2/28/2022
2/28/2022	79446 Lake Country Power	64,034.72	2/28/2022
2/28/2022	79447 UNUM Life Insurance Co of America	3,044.85	2/28/2022
2/28/2022	79448 Wells Fargo Business Card - JK	3,315.55	2/28/2022
2/28/2022	79449 City of Grand Rapids	331.50	2/28/2022
2/28/2022	79450 City of Grand Rapids	73,586.77	2/28/2022

Item 2.

Checks Previously Approved \*\*

1,300,981.25 \*\*

Manual Checks to be approved

702,009.82

**Total Manual Checks**

**2,002,991.07**



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

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**AGENDA DATE:** March 9, 2022

**AGENDA ITEM:** Consider a motion to approve the verified claims for February 2022 in the amount of \$1,920,055.27.

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

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### **BACKGROUND:**

See attached check registers:

Computer check register (January 22 meeting) \$79,477.02

Computer check register \$1,138,568.43

Manual check register \$702,009.82

Total \$ 1,920,055.27

### **RECOMMENDATION:**

Consider a motion to approve the verified claims for February 2022 in the amount of \$1,920,055.27.

Computer check register (January 22 meeting) \$79,477.02

Computer check register \$1,138,568.43

Manual check register \$702,009.82



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

---

**AGENDA DATE:** March 9, 2022

**AGENDA ITEM:** Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for February 2022.

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

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### **BACKGROUND:**

Please see attached reports:

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

### **RECOMMENDATION:**

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

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

TREASURER'S BALANCE JANUARY 31, 2021		\$ 6,133,684.66
Deposits	1,689,816.78	
Redeposits-Checks	-	
Redeposits-ACH	-	
Bank Adjustments	-	
		1,689,816.78
Less Disbursements	(3,625,377.82)	
NSF Checks	-	
ACH Returns	(659.88)	
Bank Adjustments	-	
		(3,626,037.70)
 TREASURER'S BALANCE FEBRUARY 28, 2022		 \$ 4,197,463.74

VERIFICATION OF TREASURER'S BALANCE

WELLS FARGO BANK BALANCE FEBRUARY 28, 2022		\$ 4,383,515.86
Add: Deposits in Transit		49,999.25
Less: Outstanding Checks		(236,051.37)
		(236,051.37)
 TREASURER'S BALANCE FEBRUARY 28, 2022		 \$ 4,197,463.74

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

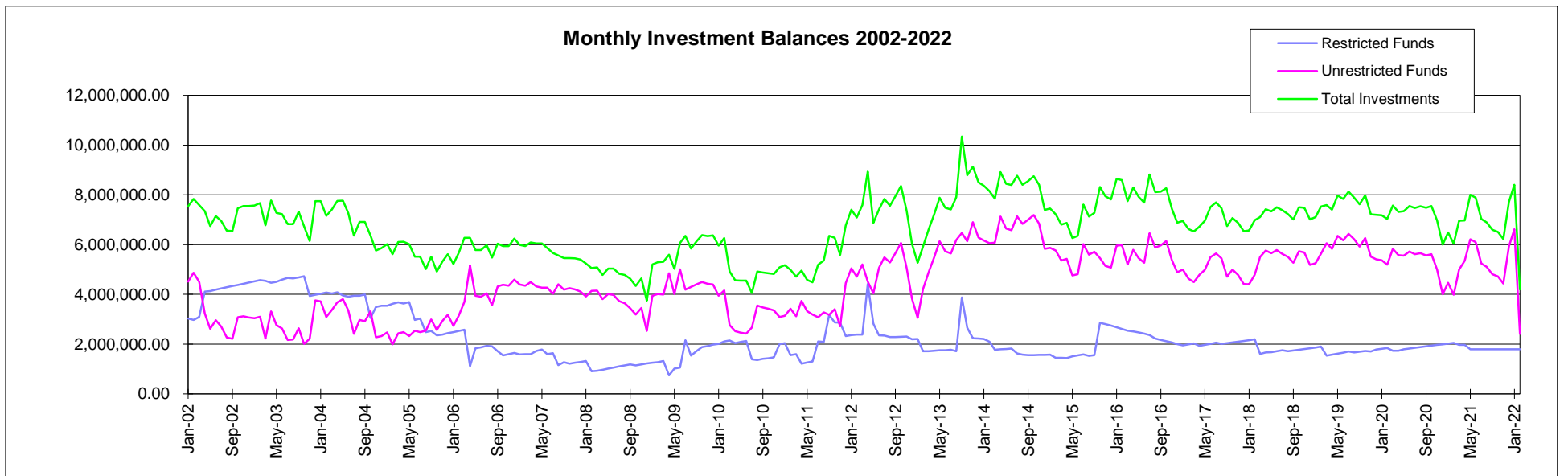
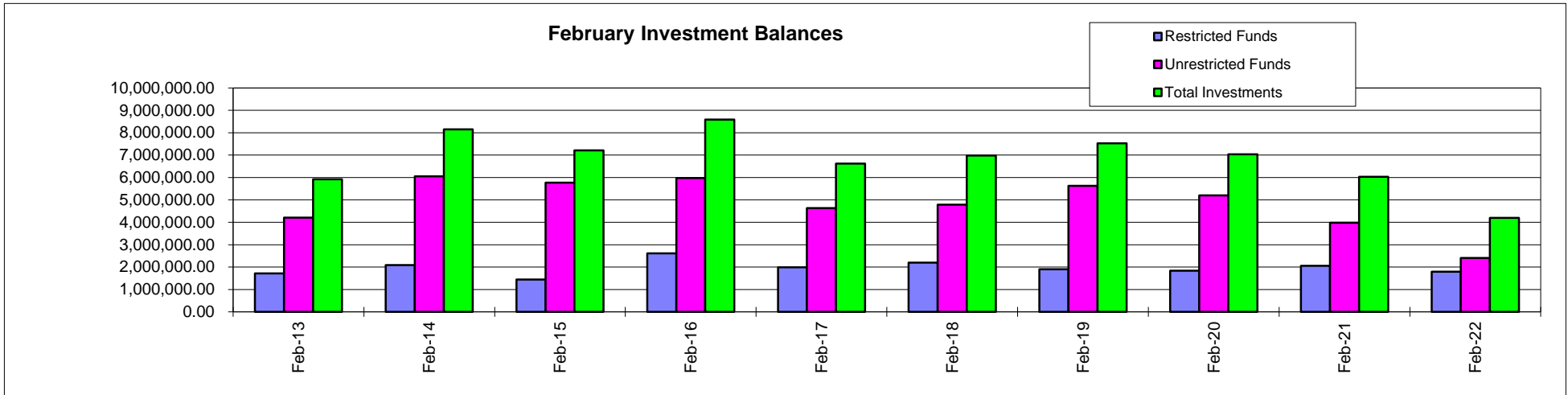
<b>Beginning Balance Cash and Investments</b>	\$ 8,409,216.57
<b>Redeemed:</b>	
None	-
	-
<b>Invested:</b>	
None	-
Change in checking account balance	(1,936,220.92) *
<b>Total Cash and Investments</b>	<u>\$ 6,472,995.65</u>
<b>Less: Restricted and Designated Funds</b>	
<b>Restricted Funds:</b>	
Sanitary Sewer Collection/Treatment Infrastructure Fund:	
Wastewater Treatment Plant	\$ 1,530.25
Trunk Main	69,572.84
Customer Deposits	390,467.26
Customer Deposits - Antenna Fees	41,593.10
Electric Capital Replacement Fund	561,878.01
Water Capital Replacement Fund	569,001.09
Sewer Capital Replacement Fund	154,444.56
<b>Designated Funds:</b>	
Disaster Recovery Fund	<u>1,500,000.00</u>
<b>Total Restricted and Designated Funds</b>	<u>\$ 3,288,487.11</u>
<b>Net Cash and Investments</b>	<u><u>\$ 3,184,508.54</u></u>

## Note:

Includes bond proceeds of \$1,170,009.14  
Paid off outstanding bonds on 2/1/22 - GO Rev 2012D Bonds

	Feb-13	Feb-14	Feb-15	Feb-16	Feb-17	Feb-18	Feb-19	Feb-20	Feb-21	Feb-22
Restricted Funds	1,712,204.76	2,093,263.78	1,447,332.08	2,613,436.79	1,987,065.38	2,195,147.73	1,897,868.01	1,837,825.60	2,051,819.92	1,788,487.11
Unrestricted Funds	4,207,537.75	6,054,118.09	5,767,010.96	5,975,061.16	4,636,802.92	4,786,305.09	5,631,999.35	5,197,829.90	3,981,914.80	2,408,976.63
Total Investments	5,919,742.51	8,147,381.87	7,214,343.04	8,588,497.95	6,623,868.30	6,981,452.82	7,529,867.36	7,035,655.50	6,033,734.72	4,197,463.74

Minimum cash reserve    4,542,427.00   4,828,355.00   4,707,627.00   4,719,921.00   4,887,919.00   4,901,155.00   4,901,155.00   4,901,155.00







## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** March 9, 2022

**AGENDA ITEM:** Consider a motion to approve the sale of Mitsubishi FG35A 185T-S Forklift, Serial #AF13D-50020, “as is” condition to City of Grand Rapids for \$4,000.

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

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### **BACKGROUND:**

The Mitsubishi FG35A 185T-S forklift was purchased on 12/31/1994 for \$29,960.22. The forklift book value is zero and fully depreciated as of 12/31/2014. Serial #AF13D-50020 with 3299 used hours.

The Grand Rapids Public Utilities has received delivery of the new forklift and the City of Grand Rapids has discussed purchasing the used Mitsubishi FG35A 185T-S forklift for \$4,000. The price is reasonable for this piece of aged machinery and was verified with a vendor in the used equipment resale market.

This forklift is sold “as is” condition with no warranty of operating condition.

Asset ID 1.3960.000014-1 Class E-396.000.010

### **RECOMMENDATION:**

Consider a motion to approve the sale of Mitsubishi FG35A 185T-S Forklift, Serial #AF13D-50020, “as is” condition to City of Grand Rapids for \$4,000.



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

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**AGENDA DATE:** March 9, 2022

**AGENDA ITEM:** Consider a motion to approve the procurement contract with Triton for a 5 MVA transformer in the amount of \$124,565.00 and authorize the General Manager to sign the contract.

**PREPARED BY:** Jeremy Goodell, Electric Department Manager

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### **BACKGROUND:**

This purchase is budgeted as part of the approved Electric Department Capital Budget. Procurement Policy G.030 was followed and two quotes are on file.

### **RECOMMENDATION:**

Consider a motion to approve the procurement contract with Triton for a 5 MVA transformer in the amount of \$124,565.00 and authorize the General Manager to sign the contract.

## PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and TRITON, a corporation in Canada, located at 135 Stefaniuk Crescent, Saskatoon, SK, Canada (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

### Recitals

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A. GRPUC has solicited and received quotations from contractors for the purchase of a 5000 kVA Transformer (“**Solicitation**”);

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

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

Accordingly, the Parties agree as follows:

### Contract

---

#### 1. Term of Contract

1.1 Effective date. The effective date of this Contract is March 9, 2022. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work.

1.2 Expiration date. The expiration date of this Contract is September 30, 2022, or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional three months, in increments as determined by GRPUC, through a duly executed amendment.

#### 2. Contractor’s Duties

2.1 The Contractor shall:

Provide goods - a pad mount 5000 kVA transformer 3-phase 60 Hz per Exhibit B.

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

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

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

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

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

### 3. Representations and Warranties

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

**4. Time**

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

**5. Consideration and Payment**

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

5.1.1 Compensation. The Contractor will be paid One Hundred Seventeen Thousand, Six Hundred Sixty-Five Dollars and no cents (\$117,665.00) plus shipping costs not to exceed \$6,900.00 in accordance with **Exhibit C** in US Dollars.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed One Hundred Twenty-Four Thousand, Five Hundred Sixty-Five Dollars and no cents. (\$124,565.00) in US Dollars.

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 at 500 SE 4<sup>th</sup> Street, Grand Rapids, MN 55744. Invoices must be submitted timely.

**6. Authorized Representative**

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

Contractor's Authorized Representative is Trish Lariviere, President at the following business address: Triton Transformer Corporation, 135 Stefaniuk Crescent, Saskatoon SK S7W 0H6, and the following telephone number: 306-291-6501, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC. ALTERNATIVE CONTACT: KERWIN BOSER, PRESIDENT BOSER TECHNOLOGIES, 206-241-8341.

**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: Specifications, Duties, and Scope of Work
- Exhibit C: Price and Payment Schedule

**TRITON TRANSFORMER CORPORATION**

**Grand Rapids Public Utilities Commission**

By: \_\_\_\_\_ *Lariviere* \_\_\_\_\_

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

Print Name: Trish Lariviere

Print Name: Julie A. Kennedy

Title: President

Title: General Manager

Date: March 1, 2022

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 C, Supplement 1**, unless an alternative format is approved in writing by GRPUC's Authorized Representative.

### 2. Termination.

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

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

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

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

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

### 3. Force Majeure.

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



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

#### 4. Confidentiality.

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

#### 5. Indemnification.

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

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

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

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

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

## **6. Subcontracting and Subcontractor Payment.**

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

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

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

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

## **7. Government Data Practices.**

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

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

#### **8. Copyright.**

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

#### **9. GRPUC Audits.**

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

#### **10. Publicity and Endorsement.**

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

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

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

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

## 12. Equal Employment, Nondiscrimination, and Affirmative Action.

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

## 13. General / Miscellaneous.

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

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

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

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

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

GRPUC  
Address: 500 SE 4<sup>th</sup> Street

TRITON TRANSFORMER  
CORPORATION

Grand Rapids, MN 55744  
Attn: General Manager  
Email: jakennedy@grpuc.org

Address: 135 Stefaniuk Crescent  
Saskatoon, SK S7W0H6  
Attn: \_\_Trish Lariviere\_\_\_\_  
Email: trish@tritontransformer.com

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

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

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

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

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

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

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

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

**Exhibit B: Specifications, Duties, and Scope of Work**

**5000 kVA Transformer**

Type	Padmount	Primary Dead Front w/bushing wells - no inserts
kVA	5000	Secondary Loop Feed, Dead Front w/bushing wells - no inserts
Phase	3	2 - 600Amp bushing wells per phase
Frequency	60 Hz	Bayonet High Side
Fuses HV	22860GndY/13200	Drain Valve
Taps	+/-2 @ 2.5%	Oil Level Indicator
LV	4160GndY/2400	Pressure Relief Valve
Temperature Rise	65 Deg C	Non-PCB label
Cooling Class	KNAN	Penta-bolt locking (in addition to pad-locking latch)
Fluid	Biodegradable Oil	Dial Type Thermometer
Impedance	4% Minimum	Losses NL 5200 W - LL 30000 W
Windings	Copper	

**Warranty – 12 months**

**Exhibit C: Price and Payment Schedule**

One Hundred Seventeen Thousand, Six Hundred Sixty-Five Dollars and no cents (\$117,665.00) plus shipping costs not to exceed \$6,900.00 in US Dollars.

Shipping 17 to 18 weeks after approval drawings

Total compensation for this contract will not exceed One Hundred Twenty-Four Thousand, Five Hundred Sixty-Five Dollars and no cents (\$124,565.00) in US Dollars.

GRPU will pay 50% prior to shipment of the goods and 50% within 30 days after delivery and acceptance of the goods by GRPU, and receipt of an uncontested invoice for the goods. Payment will be in US Dollars in a check.



# Exhibit C, Supplement 1

Item 5.



## EXAMPLE INVOICE

135 Stefaniuk Crescent ▪ Saskatoon SK ▪ S7W 0H6 ▪ www.tritontransformer.com ▪ 306.291.6501

**Date:** 01-Mar-22  
**Invoice #:** G300-2022-350Rev.01  
**Purchase Order #:** 22-0263  
**Payment Terms:** 30%ARO, 25%IFA, 30%ARAD, 15% Net 30 Days

**Bill To:** Grand Rapids Public Utilities Commission  
 500 SE 4th Street  
 Grand Rapids MN 55744

**Ship To:** Grand Rapids Public Utilities Commission  
 500 SE 4th Street  
 Grand Rapids MN 55744

**Attention:** Accounts Payable

**Attention:** Jeremy Goodall, Electric Department Manager  
 218-326-7024

Item #	Quantity	Description	Unit Price	Amount
1	1	<b>3 Phase Padmount Transformer</b> kVA 5000 HV 22860GRDY/13200 Taps +/- 2 @ 2.5% LV 4160GRDY/2400 <b>As Per Quote #G300-2022-001Rev.02 - 2/17/22</b>	117,665.00	\$ 58,832.50
2	1	Freight	6,900.00	3,450.00
<b>Payment Terms:</b>				-
50% Upon Order			62,282.50	
50% Net 30 Days after delivery			62,282.50	
			-	
			-	
<b>TOTAL</b>			<b>\$ 124,565.00</b>	

*Thank you for your Order!*  
*Please pay via wire transfer*

	Subtotal	\$	62,282.50
5%	GST 808933451 RT0001		-
	6% PST 2555407		
	<b>TOTAL</b>	<b>\$</b>	<b>62,282.50</b>
	<b>CURRENCY</b>		<b>USD</b>



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

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**AGENDA DATE:** March 9, 2022

**AGENDA ITEM:** Consider a motion to approve the procurement contract with Schwing Bioset for one screw section for the custom screw conveyor in the WWT solids process building for \$37,243.52

**PREPARED BY:** Steve Mattson

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### **BACKGROUND:**

This purchase is part of the approved WWT Capital Budget of \$49,535. This is a custom built screw and therefore is a single source purchase. Procurement Policy G.030 was followed.

### **RECOMMENDATION:**

Consider a motion to approve the procurement contract with Schwing Bioset for one screw section for the custom screw conveyor in the WWT solids process building for \$37,243.52

## PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and **SCHWING BIOSET**, a Minnesota Corporation located at 350 SMC Drive Somerset, WI 54025 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

### Recitals

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A. GRPUC has solicited and received quotations from contractor Line 50 from Quote NO: 60714839. 39314706 WMT screw 20” x 17’-1” RH 304SST GRMN (“**Solicitation**”); this good is purchased from a single source vendor in which the custom screw conveyor project bidders were vetted per the previous GRPU purchasing policy and Schwing Bioset is the sole vendor for this good.

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

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

Accordingly, the Parties agree as follows:

### Contract

---

1. **Term.** The effective date of this Contract is February 10, 2022. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

1.1 After delivery of the goods. Delivery is estimated to be 10-12 weeks from receipt of order.

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

1.3 GRPUC may cancel this Contract at any time, with or without cause, upon ten (10) days’ written notice to the Contractor. Contractor shall be duly compensated for work completed to date in the unlikely event of cancellation.

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

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

Upon receipt of any notice of termination Contractor shall immediately stop performance to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit

incurred by Contractor as a result of any termination. Upon termination of this Contract, or earlier upon GRPUC's request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any confidential information or work product information or make such other disposition thereof as GRPUC may direct in writing GRPUC may only receive work product from Contractor if GRPUC compensates Contractor for any work product produced by Contractor.

## 2. Contractor's Duties

### 2.1 The Contractor shall:

One screw conveyor from Quote No. 60714839 Line 50 /39314706 WMT SCREW 20" X 17'-1" RH 304 SST GRMN

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

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

2.3 Contractor agrees that all Goods and Services shall be provided, and all of Contractor's obligations performed, in accordance with all applicable laws and other legal requirements without extra charge or expense. Contractor will be responsible for a violation of any such legal requirements and will indemnify, GRPUC in accordance with the indemnification detailed below.

2.4 Seller warrants its new equipment against defects in material and workmanship under normal use and service, and which shall not have been subject to misuse, negligence, or accident, for a period of one (1) year that shall commence upon startup or ninety (90) days from delivery, whichever occurs first. Seller will replace or repair free of charge, F.O.B. jobsite, such part or parts thereof as in its sole judgment shall be deemed defective. Due to the specialized nature of Seller material handling equipment, Seller field service technicians shall not be restricted in adjusting or repairing Seller furnished equipment, regardless of collective bargaining agreements entered into by other parties. This warranty shall not apply to any equipment manufactured by us which shall have been loaded or operated beyond its rated capacity as specified by Seller Damage resulting from improper installations or alterations outside our plant will be considered as misuse and not as a defect. Certain parts of the equipment provided by Seller such as the pumping cylinders, valves, pumping rams, screw flights, sliding frame components, trough liners for screws etc. in contact with material, are subject to normal wear. This normal wear is not covered under this warranty. Seller shall not be liable for consequential damages or injuries of any kind, or for expenses, losses, or delays incidental to any failure. Seller reserves the right to make changes and improvements in its product without incurring any obligation to install any such changes or improvements in its

products previously manufactured. All warranty is void if equipment is not serviced by a Schwing Bioaset certified technician from delivery through termination of warranty period. In the event of a defect or issue with Schwing Bioaset supplied equipment, buyer shall notify Schwing Bioaset in writing of said defect and offer Schwing Bioaset reasonable opportunity to cure. This warranty is in lieu of any other warranty expressed or implied or any other obligation or liability on the part of Seller, and no other person is authorized to make any representations or warranties beyond those herein expressed. Without limiting the generalities of the foregoing, **THERE IS NO IMPLIED WARRANTY OF MARKETABILITY AND NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

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

2.6 Contractor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Contractor. No taxes are included in this order. The amount of any applicable present or future state/local sales/use tax or other government charge upon the production, sale, shipment, and/or use of the goods covered by this quotation shall be paid directly to the taxing authorities by purchaser. Upon request purchaser to provide us with an exemption certificate acceptable to the taxing authorities.

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

### 3. Consideration and Payment

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

3.1.1 Compensation. The Contractor will be paid Thirty Five thousand two hundred and forty three and fifty two cents (\$35,243.52) in accordance with **Exhibit C**.

3.1.2 All goods are quoted Exworks. Any and all freight charges shall be added to the sales price. Freight charges are not to exceed two thousand dollars (\$2,000)

3.1.3 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Thirty seven thousand two hundred and forty three and fifty two cents (\$37,243.52).

3.2 Payment.

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

#### 4. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4<sup>th</sup> Street, Grand Rapids, MN, 55744 and the following telephone number: 218.326.7195, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

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

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

5.

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

6.

**Ownership.** Contractor retains sole ownership of all Intellectual property produced by Contractor. Contractor offers GRPUC a single use perpetual license to utilize the intellectual property. All fabrication drawings remain the sole property of Contractor and will not be shared with GRPUC.

7.

**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.

## 8. Miscellaneous.

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

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

GRPUC  
Address:  
500 SE 4<sup>th</sup> Street  
Grand Rapids, MN 55744  
Attn: Steve Mattson  
Email: srmattton@grpuc.org

Schwing Bioiset  
Address:  
350 SMC DRIVE  
Somerset, WI 54025  
Attn: Jay Boughner  
Email:  
jboughner@schwingbioiset.com

**9. Exhibits**

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

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

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

**SCHWING BIOSET**

**Grand Rapids Public Utilities Commission**

By: Jay Boughner \_\_\_\_\_

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

Print Name: Jay Boughner

Print Name: Julie A. Kennedy

Title: Aftermarket Support

Title: General Manager



### Exhibit A: Insurance Requirements

- 1 **Notice to Contractor and Insurer.** Contractor shall not commence work under the Contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Contractor shall maintain such insurance throughout the term of this Contract. GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements. All insurance policies must be open to inspection by GRPUC, and copies of policies must be submitted to GRPUC's Authorized Representative upon written request. The Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance.
  
- 2 **Additional Insurance Conditions.** The following apply to the Contractor and Contractor's subcontractor: Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC. Contractor agrees to notify GRPUC within five (5) business days of receipt of any insurance cancellation notice. Contractor is responsible for payment of Contract-related insurance premiums and deductibles. Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability. Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.
  
- 3 **Coverages.** Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
  - 3.1 **Commercial General Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
    - \$1,500,000 – per occurrence
    - \$1,500,000 – annual aggregate
    - \$1,500,000 – annual aggregate – applying to Products/Completed Operations
  
  - 3.2 **Commercial Automobile Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
    - \$1,500,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

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

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

**Exhibit B: Specifications, Duties, and Scope of Work**

One screw conveyor from Quote No. 60714839 Line 50 Part number 39314706 WMT SCREW 20" X  
17'-1" RH 304 SST GRMN

**Exhibit C: Price and Payment Schedule**

The Contractor will be paid Thirty Five thousand two hundred and forty three and fifty two cents (\$35,243.52) for one screw 39314706 304SS screw conveyor. Plus freight charges not to exceed two thousand dollars (\$2,000)

The Total obligation and liability of GRPUC under this Contract will not exceed thirty seven thousand two hundred and forty three and fifty two cents (\$37,243.52).

**Total \$37,243.52.00**

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

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



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

- AGENDA DATE:** March 9, 2022
- AGENDA ITEM:** Consider the election of the 2022 GRPU Commission Officers of President and Secretary.
- PREPARED BY:** Julie Kennedy, General Manager

**BACKGROUND:**

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

The typical procedure for selection of officers is:

- The current President calls for nominations, “Nominations are now in order for the office of President”.
- A member of the GRPUC may then place a member in nomination, “I nominate \_\_\_\_\_ for President.” Nominations do not require a second, however a member of the GRPUC may second a nomination to show support for the nominee.
- The President restates the nomination and calls for additional nominations, “Mr./Ms. \_\_\_\_\_ is nominated. Are there any other nominations?” If no other nominations are put forth, the President states, “If not, a motion to close the nominations is in order.”
- A member of the GRPUC moves to close the nominations, “I move that the nominations for the office of President be closed and a roll call vote for each nominee be taken”. This motion should have a second and the vote taken.

If more than one nominee for the office, election by roll call vote for each nominee would be in order.

If there is only one nominee and there is a unanimous vote to close the nominations, the President may state, “The “Ayes” have it by unanimous vote. Nominations are closed and Mr./Ms. \_\_\_\_\_ is declared elected to the office of President”.

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

**RECOMMENDATION:**

Consider the election of the 2022 GRPU Commission Offices of President and Secretary.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** March 9, 2022

**AGENDA ITEM:** Consider a motion to declare a vacancy exists for the Maintenance I position and up to two more vacancies that may exist as a result of filling the Maintenance I position, and authorize the internal postings for those vacancies.

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

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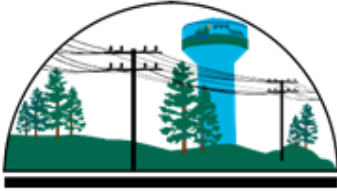
### **BACKGROUND:**

On March 1, 2022, Doug Green, Maintenance I, submitted his retirement notification effective April 1, 2022. We thank Doug for over 28 years of service to GRPU and wish him well in his retirement.

The filling of this position is likely to see internal interest and not require external advertising. That said, the filling of the Maintenance I position will likely leave one or more vacancies in other positions. I am requesting authorization to declare those vacancies and post internally for up to three positions that become vacant as part of this retirement. When we reach the time for which we post internally for a position and no interest occurs, then we will return to the Commission for ratification of the specific vacancies and postings that took place as well as the request to advertise externally for the unfilled position.

### **RECOMMENDATION:**

Consider a motion to declare a vacancy exists for the Maintenance I position and up to two more vacancies that may exist as a result of filling the Maintenance I position, and authorize the internal postings for those vacancies.



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**NOTICE TO EMPLOYEES  
OF THE PUBLIC UTILITIES COMMISSION  
CITY OF GRAND RAPIDS, MINNESOTA**

**NOTICE OF VACANCY**

**DATE POSTED:** March 10, 2022

**POSITION:** **Maintenance I**

**DEPARTMENT:** Water/Wastewater

**ACCOUNTABLE TO:** Water/Wastewater Department Manager

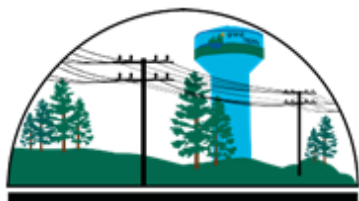
**RATE:** \$32.98 (2022 rate per Article 17, Section 5, of the Collective Bargaining Agreement.)

**QUALIFICATIONS:** See attached position description.  
Applicant's qualifications may be subject to verification and testing.

If you are interested in posting for this position, please submit a brief letter of application and a statement of your qualifications to Julie Kennedy, General Manager, no later than the date posting closes.

**DATE POSTING CLOSES:** March 16, 2021 at 4:30 PM

Posted in accordance with Local 3456, AFSCME, and the Public Utilities Commission Collective Bargaining Agreement dated January 1, 2021 to December 31, 2023, Article 8, Section 1, Vacancies and Promotions.



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**POSITION TITLE:** Maintenance I  
**DEPARTMENT:** Water/Wastewater  
**FLSA STATUS:** Non-Exempt  
**DATE:** September 2020  
**ACCOUNTABLE TO:** Water/Wastewater Department Manager

**Primary Objective of Position**

This position is responsible for utilizing technical and communication skills under general supervision to lead a crew in the timely and safe maintenance and repair work needed in order to ensure the mechanical integrity of the Utility's facilities and water and wastewater systems.

**Major Areas of Accountability and Job Duties:**

Receive and interpret work assignments and provide on-site leadership to crew to carry out the duties.

Conduct preventive, corrective and predictive maintenance on Utility facilities, water and wastewater systems, including structures, grounds, mechanical machinery, equipment and controls.

Perform skilled and semi-skilled work in accordance with standard trade practices in the safe construction and repair of the municipal water and wastewater systems.

Inspect and observe equipment, tools, facilities, and work habits of crew to detect and report existing or potential hazards and broken or damaged equipment.

Confer with supervisors and peers to discuss activities, review progress on major projects, and discuss the effects that maintenance work will have on the various facilities and systems.

Assist in maintaining accurate as-built records and drawings of facilities and systems, including GIS mapping.

Document procedures used to complete maintenance tasks and train employees, as required.

Report complaints of unsafe conditions and recommend changes to procedures to increase safety while operating and maintaining the municipal water and wastewater systems.

Follow and ensure crew compliance with the applicable federal, state, and local regulatory requirements, including but not limited to those of OSHA, MN OSHA, EPA, MPCA, MDH, and GRPUC.

Lead by example and ensure crew understands and complies with all workplace safety practices.



Assist in ensuring required documentation is entered/completed properly including work orders, payroll timesheets, material usage, and equipment usage reports.

Provide exceptional customer service to fellow employees, customers, and contractors and make decisions that are always in the best interest of the Utility.

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

**Minimum Qualifications:**

High school diploma or equivalent, successful completion of vocational training in an industrial mechanics and maintenance field, and five (5) years of experience. Such experience should include construction, maintenance and repair in an industrial or utility setting. Applicants may also provide documentation of an equivalent combination of education and experience to successfully perform the essential duties of the job.

Valid Minnesota Commercial Class B driver's license, with air brake and tanker endorsements, or have the ability to obtain one prior to employment, and a satisfactory driving record.

Ability to work toward and obtain a MN Type III Solid Waste Facility Operator Certification within one year of the date of employment, and the ability to work toward and obtain a MN Class C Water Supply System Operator Certificate and a Class S-C Wastewater Collection or Class C Wastewater Operator Certificate within three years of the date of employment. Failure to fulfill these qualifications may require the applicant to forfeit the right to continue employment in this position.

Understanding of the methods, materials, techniques and equipment used in the construction, maintenance, and repair of equipment in an industrial or utility setting. Applicant will be required to complete a skills assessment.

Ability to demonstrate critical thinking skills to troubleshoot problems and safely perform maintenance and repair of the water and wastewater systems.

Exhibit strong leadership qualities and the ability to provide clear direction to crew members.

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

Ability to communicate effectively verbally and in writing, including team meetings, emails, and reports.

Strong sense of honesty, integrity, and credibility.

Availability to work weekdays, as well as possible evening, weekends, and holidays when required. Weekday and/or weekend standby and call rotation may be required. Employee is expected to respond promptly if called when emergency work is required.

**Preferred Qualifications:**

Knowledge and understanding of computerized maintenance management systems.

Experience with heavy equipment, generators, slings, hoists, jacks, and various types of rigging.

Complete understanding of the federal, state, and local regulations as they relate to the position.

**Tools and Equipment Used:**

Industrial vehicles, hoists, pumps, generators, power, hand and pneumatic tools, presses, gas and arc welders, cutting torches, computers and related software, two-way radios, phones, and copy machines.

**Physical Demands / Work Environment:**

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

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

The employee must frequently move up to 10 pounds and occasionally move up to 110 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and the ability to adjust focus.

While performing the duties of this job, the employee occasionally works in industrial plant and outside weather conditions. The employee occasionally works near moving mechanical parts and is occasionally exposed to wet and/or humid conditions and vibration. The employee occasionally works in high, precarious places and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock.

The noise level in the work environment may be loud in plant settings and fairly quiet in office settings.

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

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

Commission Approved Date: September 16, 2020



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** March 9, 2022

**AGENDA ITEM:** Consider a motion to approve the updated Journey Line Worker position description, declare a vacancy exists, and authorize the internal posting and external advertising, if needed, for the position.

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

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### **BACKGROUND:**

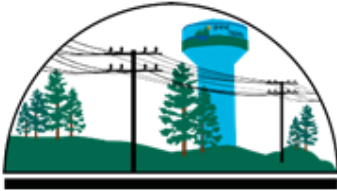
On March 8, 2022, Jake Bowers, Journey Line Worker, submitted his resignation notification effective March 22, 2022. Jake has served GRPU as a Line Worker since February 2017. We wish Jake well in his new position.

The attached position description has been revised to reflect a format consistent with other recently updated GRPU descriptions. Essential qualifications for the position have not been changed.

I am recommending the Commission approve the updated Journey Line Worker position description, declare a vacancy exists, and authorize the internal posting and external advertising, if needed, for the position.

### **RECOMMENDATION:**

Consider a motion to approve the updated Journey Line Worker position description, declare a vacancy exists, and authorize the internal posting and external advertising, if needed, for the position.



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**NOTICE TO EMPLOYEES  
OF THE PUBLIC UTILITIES COMMISSION  
CITY OF GRAND RAPIDS, MINNESOTA**

**NOTICE OF VACANCY**

**DATE POSTED:** March 10, 2022

**POSITION:** **Journey Line Worker**

**DEPARTMENT:** Electric

**ACCOUNTABLE TO:** Electric Department Manager

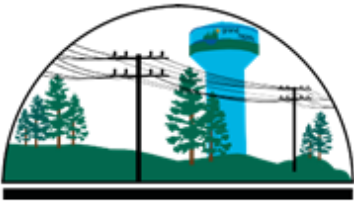
**RATE:** \$36.41 (2022 rate per Article 17, Section 5, of the Collective Bargaining Agreement.)

**QUALIFICATIONS:** See attached position description.  
Applicant's qualifications may be subject to verification and testing.

If you are interested in posting for this position, please submit a brief letter of application and a statement of your qualifications to Julie Kennedy, General Manager, no later than the date posting closes.

**DATE POSTING CLOSES:** March 16, 2021 at 4:30 PM

Posted in accordance with Local 3456, AFSCME, and the Public Utilities Commission Collective Bargaining Agreement dated January 1, 2021 to December 31, 2023, Article 8, Section 1, Vacancies and Promotions.



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**POSITION TITLE:** Journey Line Worker  
**DEPARTMENT:** Electric  
**FLSA STATUS:** Non-Exempt  
**DATE:** March 2022  
**ACCOUNTABLE TO:** Electric Department Manager

**Primary Objective of Position**

This position is responsible for utilizing technical and communication skills under general supervision to perform the timely and safe construction, operation, maintenance, and repair work needed in order to provide reliable electric service to the Utility's customers.

**Major Areas of Accountability and Job Duties:**

Perform skilled and semi-skilled work in accordance with standard trade practices in the safe construction, operation, maintenance, and repair of the municipal electric distribution system, street lighting system, and signal control systems.

Inspect and observe equipment and facilities to detect existing or potential hazards and broken or damaged equipment.

Assist in the review of progress on major projects and discuss the sequence of line work and the effects that alterations will have on the total system.

Document procedures used to complete electric line work and train employees, as required.

Report complaints of unsafe conditions and recommend changes to procedures to increase safety while operating and maintaining the municipal electric distribution system.

Comply with the applicable federal, state, and local regulatory requirements, including but not limited to those of NESC, OSHA, MN OSHA, and GRPUC.

Assist in ensuring required documentation is entered/completed properly including work orders, payroll timesheets, material usage, equipment usage, maintenance reports, and outage reports.

Provide exceptional customer service to fellow employees, customers, and contractors and make decisions that are always in the best interest of the Utility.

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

**Minimum Qualifications:**

High school graduate, or GED equivalent, and successful completion of an accredited Electrical Line Worker Program, or provide documentation of the equivalent combination of education and experience to successfully perform the essential duties of the job.

Completion of a minimum of 1 year in an approved Journey Line Worker Apprenticeship Program.

Valid Minnesota State Commercial Class A Driver's License, or have the ability to obtain one prior to employment, and a satisfactory driving record.

Understanding of the methods, materials, techniques and equipment used in line work, including the ability to read, understand, communicate and apply information on electric system maps, assemblies and material specifications. Applicant will be required to complete a skills assessment.

Ability to demonstrate critical thinking skills to troubleshoot problems and safely perform the operation, maintenance, and repair of an electric distribution system and equipment.

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

Ability to communicate effectively verbally and in writing, including team meetings, emails, and reports.

Strong sense of honesty, integrity, and credibility.

Availability to work weekdays, as well as possible evening, weekends, and holidays when required. Weekday and/or weekend standby and call rotation may be required. Employee is expected to respond promptly if called when emergency work is required.

**Preferred Qualifications:**

Experience in computer software applications, specifically Microsoft Office, GIS, and internet applications.

Experience with heavy equipment, generators, and industrial vehicles.

Knowledge of computer systems used in operation of electric distribution systems.

**Tools and Equipment Used:**

Industrial vehicles, electric line equipment, hoists, power and hand tools, generators, presses, computers and related software, two-way radios, phones, and copy machines.

**Physical Demands / Work Environment:**

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

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

The employee must frequently move up to 25 pounds and occasionally move up to 110 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, traffic, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment may be moderately loud in field settings.

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

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

Commission Approved Date: \_\_\_\_\_

**JOURNEY LINE WORKER  
GRAND RAPIDS PUBLIC UTILITIES  
GRAND RAPIDS, MINNESOTA**

Grand Rapids Public Utilities (GRPU) is seeking qualified candidates for the position of Journey Line Worker which is responsible for utilizing technical and communication skills under general supervision to perform the timely and safe construction, operation, maintenance, and repair work needed in order to provide reliable electric service to the Utility's customers.

Qualified applicants must have:

- High school diploma, or GED equivalent, and the successful completion of an accredited Electrical Line Worker Program.
- Completion of a minimum of 1 year in an approved Journey Line Worker Apprenticeship Program.
- Valid Minnesota State Commercial Class A Driver's License, or have the ability to obtain one prior to employment, and a satisfactory driving record.
- Critical thinking skills, interpersonal skills, solid verbal and written communication skills, a strong sense of honesty, integrity, and credibility.

The wage for a Journey Line Worker is \$36.41 per hour. Starting wage for this position will be based on completed experience in the Journey Line Worker Apprenticeship Program. GRPU provides an excellent health insurance and benefit package.

The applicant must be able to work weekdays, as well as possible evening, weekends, and holidays when required. Weekday and/or weekend standby and call rotation may be required. Employee is expected to respond promptly if called when emergency work is required.

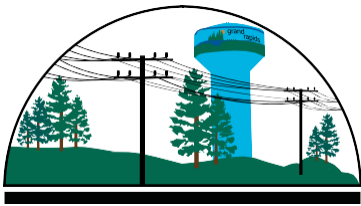
The full position description and application are available at [www.grpuc.org](http://www.grpuc.org) or by contacting Carrie Jo Kruger at 218-326-7189.

Please email completed applications along with required documentation to Carrie Jo Kruger at [cjkruger@grpuc.org](mailto:cjkruger@grpuc.org) or mail to Grand Rapids Public Utilities, 500 SE 4<sup>th</sup> Street, Grand Rapids, MN 55744.

Applications will be accepted through 4:30 p.m. on Monday, March 28, 2022.

GRPUC is an equal employment opportunity employer.





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## ADMINISTRATION DEPARTMENT MONTHLY REPORT March 2022 Commission Meeting

### **Safety**

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

### **Staffing**

- Doug Green, Maintenance I, notice to retire on April 1, 2022.
- Recognize current at former Business Services Staff for their efforts and acknowledge receipt of the GFOA Certificate of Achievement for Excellence in Financial Reporting for the annual CAFR for 2020 (see attached).

### **Community Involvement**

- Employee leadership volunteering efforts at Second Harvest.
- ItasCAP and GRACC Governmental Affairs Committee
- MMUA Tom Bovitz Memorial Scholarship – applications due April 1, 2022 (see attachment).

### **Projects Performed Last Month**

- Legislative hearings for GRPU WTP Renovation Projects.
- Annual OSHA reporting.
- ICC student learning projects (WWTP landfill and Solar plus Storage ribbon cutting).

### **Projects Scheduled for This Month**

- GRPU Internet Development and Go Live Prep.
- Maintenance I retirement, vacancies, postings and onboarding.



**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

2/22/2022

Thomas Stanley  
President  
Grand Rapids Public Utilities Commission, Minnesota

Dear Mr. Stanley:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended December 31, 2020 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine  
Director, Technical Services



500 SE Fourth Street • Grand Rapids, Minnesota 55744

## ATTENTION GRAND RAPIDS STUDENTS

If your family is a customer of Grand Rapids Public Utilities, you are eligible for the MMUA Tom Bovitz Memorial Scholarship. The purpose of the scholarship program is to give something back to the community and to increase awareness of public power.

Applications can be mailed to Grand Rapids Public Utilities at 500 SE 4<sup>th</sup> Street, Grand Rapids, MN 55744 or emailed to [jakennedy@grpuc.org](mailto:jakennedy@grpuc.org).

Grand Rapids Public Utilities Commissioners will select one application to be forwarded for consideration by MMUA for one of the Statewide scholarships, based on an essay contest.

In Minnesota there are 4 awards - \$2,000, \$1,500, \$1,000 and \$500.

Grand Rapids Public Utilities would love to see one of our local students win one of these scholarship awards.

Our deadline for receipt of application is 4:30 p.m. on April 1, 2022. We must make a recommendation to MMUA before their April 20, 2022 deadline. Please see the links below for more information.

Feel free to email Julie Kennedy at [jakennedy@grpuc.org](mailto:jakennedy@grpuc.org) if you have questions.

Information about the scholarship program:

[Description](#)

[Guidelines](#)

[Entry Form](#)

## **Guidelines: 2022 MMUA ‘Tom Bovitz Memorial Scholarship Award’**

### ***Purposes***

- To give something back to the community.
- To increase awareness of public power.

### ***Prizes***

The scholarship fund is split into \$2,000, \$1,500, \$1,000 and \$500 scholarships, and awarded to essay contest winners who plan to attend a post-secondary educational institution.

### ***Guidelines for submission***

Because decisions by judges and disqualifications according to the guidelines are final, entrants should read and follow these guidelines closely:

- Entries are to interpret one or more aspects of the theme, “Municipal utilities: good for all of us.” This applies to municipal electric and natural gas utilities. Judges will look particularly for originality and the relevance of the theme to the writer and his/her city.
- High school seniors are eligible. Those eligible must be, or have as a legal guardian, a customer of an MMUA-member municipal electric or gas utility.
- Essays are to be original and from 500 to 750 words, typed and double-spaced.
- All essays should include a cover page, with the writer’s name and address.
- Deadline for submitting essays to MMUA is **April 20, 2022**. Entries shall be submitted to the governing body of the municipal utility. (The local governing body may appoint a separate individual or group to judge entries.) The local governing body will send the winning essay to MMUA for entry into the statewide contest. A committee of MMUA members will select the winners, with an announcement by mid-May.
- An independent person or body may be designated to select the winner of the local essay. If there is an independent body selecting the winner and they do not know who wrote which essay, relatives of utility personnel are eligible to enter the contest.

### ***Resource Materials***

Your local utility is the best resource for information and printed materials. You may also want to visit [www.mmua.org](http://www.mmua.org) and [www.publicpower.org](http://www.publicpower.org)

### ***Payment***

Scholarship money will be payable upon receipt of fee statement copy from an accredited post-secondary educational institution. The award check will be made payable to the contest winner and the post-secondary institution. If the contest winner does not attend an accredited post-secondary educational institution within two years, the money will revert to a trust fund and become available to future contest winners.

## Tom Bovitz Memorial Scholarship Entry Form

### Minnesota Municipal Utilities Association (MMUA)

- Deadline to MMUA: April 20, 2022
- Deadline to local municipal utility: \_\_\_\_\_ (check with utility).
- **Amount: \$2,000 first place    \$1,500 second    \$1,000 third    \$500 fourth place**

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

Address: \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Graduation date: \_\_\_\_\_

Parents' names: \_\_\_\_\_

Utility name: \_\_\_\_\_

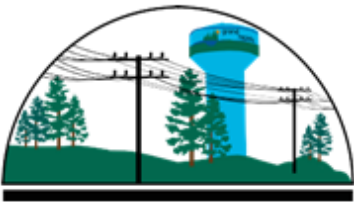
Utility contact person: \_\_\_\_\_

Utility contact email: \_\_\_\_\_

Attach a 500 to 750 word, typed, double spaced essay on the theme “Municipal Utilities: Good for All of Us.” This applies to municipal electric and natural gas utilities.

This form should be used with all local winner submittals from the local municipal utility to MMUA, and may be used by the school for entries to the local utility or decision-making entity. Check with your local utility for local submission details. For more information, see scholarship program ‘Guidelines.’

MMUA members submitting a winning essay may transmit the document as a .pdf file via email to [sdowner@mmua.org](mailto:sdowner@mmua.org)



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## BUSINESS SERVICES DEPARTMENT MONTHLY REPORT March 2022 Commission Meeting

### **Safety**

There were no OSHA recordable accidents last month.

### **Effective Wholesale Electric Power Rate Last Month**

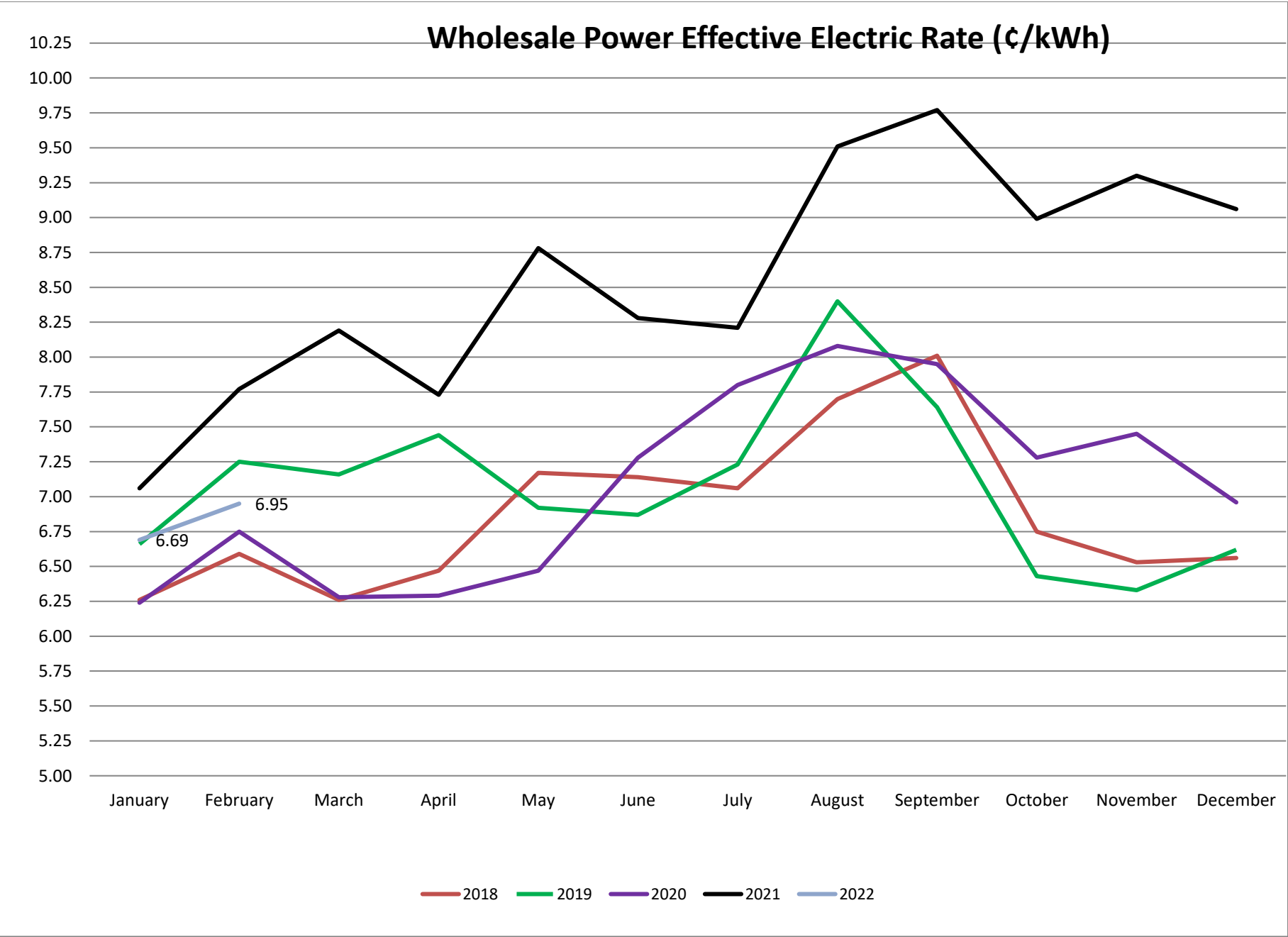
The attached graph shows the effective wholesale electric rate for last month and a chart on the aggregated NEMMPA peak versus non-NEMMPA peak.

### **Projects Performed Last Month**

- Continue training new customer service and accounting personnel.
- Cybersecurity awareness training (Knowbe4).
- Documentation of Cogsdale and GP Dynamics software application processes.
- Continued to review and improve instructions for customer service tasks.
- Met with Managers and Directors on budget versus actual financial reporting
- Final training for 2018 GP Dynamics/Cogsdale upgrade.
- Started weekly Q & A meetings with Cogsdale trainers for GP Dynamics and Cogsdale.
- GRPU recognized by the GFOA for Excellence in Financial Report Certificate of the 2020 GRPU audited financial statements.

### **Projects Scheduled for This Month**

- Continue training new customer service team members.
- Partner with the City Finance Department regarding ERP software.
- Work the 2022 operations and capital budget plan.
- Audit field work March 21 – 25 virtual.
- Manager and Director budget versus actual monthly meeting March.
- Training on contract preparation for managers and directors.
- Implement process improvements for procurement.



GRAND RAPIDS PUBLIC UTILITIES  
PEAK INFORMATION  
2022

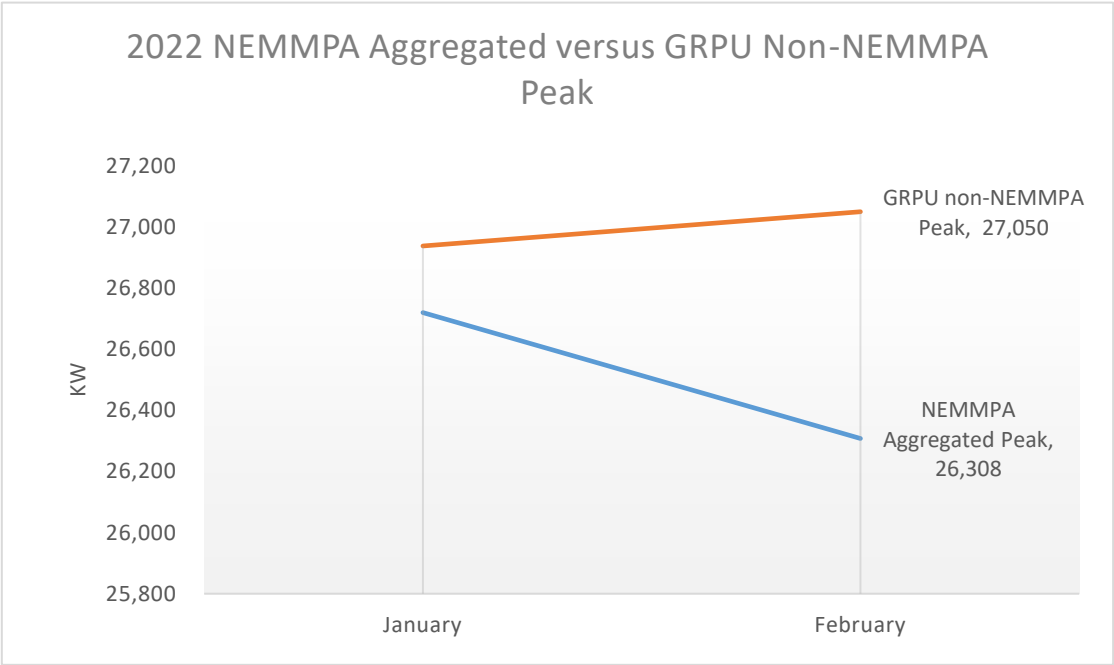
January February March April May June July August September October November December

NEMMPA Aggregated  
Peak

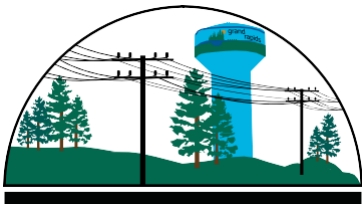
26,720 26,308

GRPU non-NEMMPA  
Peak

26,938 27,050







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## ELECTRIC DEPARTMENT MONTHLY REPORT March 2022 Commission Meeting

### **Safety**

- There were no OSHA recordable accidents last month.

### **Demand Threshold and Power Usage for past month**

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

### **Reliability Last Month**

- We had 5 outages during the month.

### **Projects Performed Last Month**

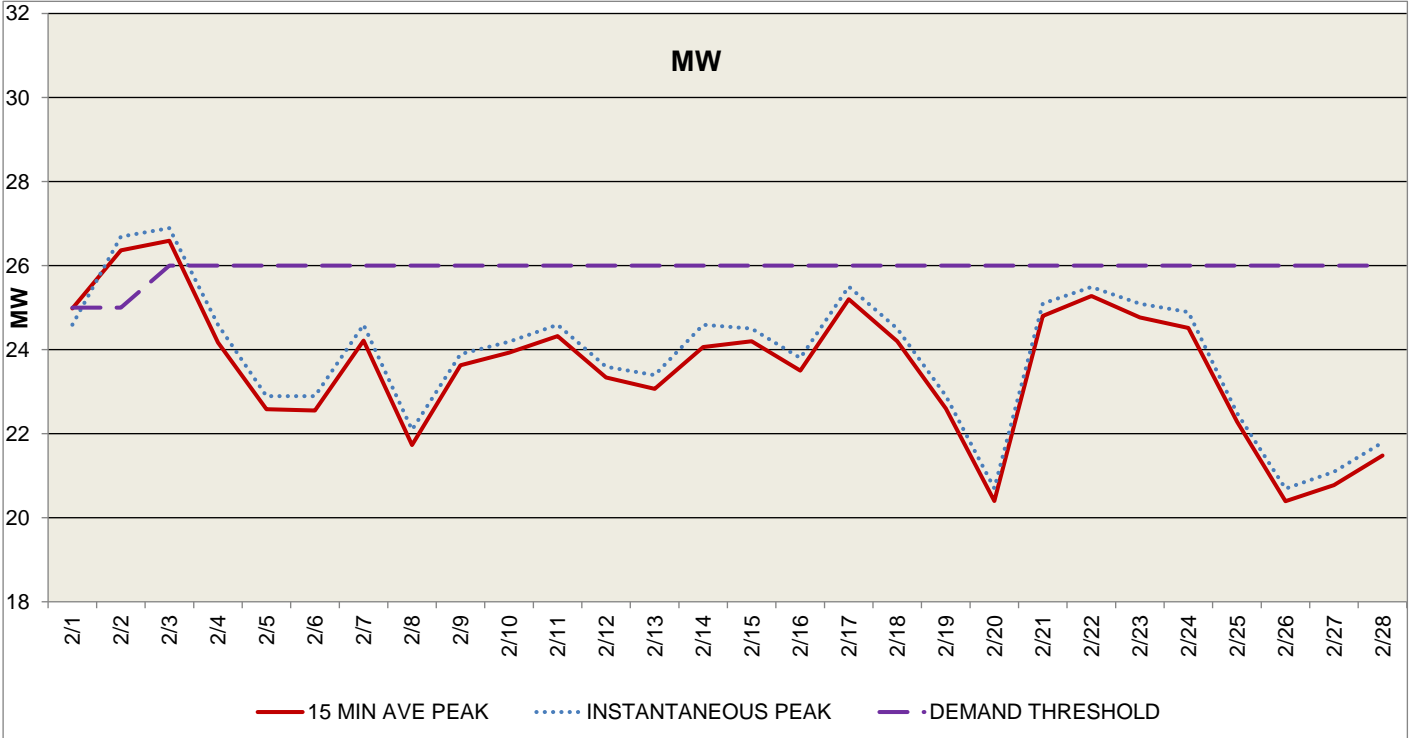
- Tripsaver recloser installation, Security light conversion, Electric Department line vehicles inspection and certification
- Policy/procedure work, project scheduling and material acquisition
- MMUA Training – Metering Basics and Safety, Impact of Electrical Contact

### **Projects Scheduled for This Month**

- Work flow, procedural work
- Solar plus Battery Storage project
  - UL Certification for battery – have UL 1741 certification in hand, possibility of UL 9540 mid-March
  - Possibility of test energy and anti-islanding test mid-March
  - Solar and battery testing – mid to late March
  - System commissioning – April 1st
- New services/construction 2022 – County Courts and Jail project, Caribou coffee, LaPrairie campground, Maturi addition/old Kmart, Best Western, Woodland Bank, Cenex station, old Ainsworth site including lift stations, MDI second service

GRAND RAPIDS PUBLIC UTILITES COMMISSION				
FEBRUARY 2022 LOAD MANAGEMENT SYSTEM REPORT				
Feb-22	INST PK MW	15 MIN AVE PK MW	MW DEMAND THRESHOLD	CONTROLLED DAYS
Minimum	20.69	20.39	25.00	
Maximum	26.89	26.59	26.00	
Average	23.86	23.57	25.93	
Total				2

Savings due to active load management system for month of February 2022 estimated at \$4050



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION

### DAILY POWER USAGE

Feb-22	INST PK MW	15 MIN AVE PK MW	MW DEMAND THRESHOLD	CONTROLLED DAYS
2/1	24.59	24.98	25.00	0.0
2/2	26.69	26.36	25.00	1.4
2/3	26.89	26.59	26.00	0.6
2/4	24.59	24.17	26.00	-1.8
2/5	22.89	22.58	26.00	-3.4
2/6	22.89	22.55	26.00	-3.4
2/7	24.59	24.21	26.00	-1.8
2/8	22.09	21.73	26.00	-4.3
2/9	23.89	23.63	26.00	-2.4
2/10	24.19	23.93	26.00	-2.1
2/11	24.59	24.32	26.00	-1.7
2/12	23.59	23.34	26.00	-2.7
2/13	23.39	23.07	26.00	-2.9
2/14	24.59	24.06	26.00	-1.9
2/15	24.50	24.20	26.00	-1.8
2/16	23.80	23.50	26.00	-2.5
2/17	25.50	25.20	26.00	-0.8
2/18	24.50	24.20	26.00	-1.8
2/19	22.90	22.60	26.00	-3.4
2/20	20.70	20.40	26.00	-5.6
2/21	25.10	24.80	26.00	-1.2
2/22	25.49	25.28	26.00	-0.7
2/23	25.09	24.76	26.00	-1.2
2/24	24.89	24.52	26.00	-1.5
2/25	22.49	22.29	26.00	-3.7
2/26	20.69	20.39	26.00	-5.6
2/27	21.09	20.78	26.00	-5.2
2/28	21.79	21.48	26.00	-4.5
Minimum	20.69	20.39	25.00	
Maximum	26.89	26.59	26.00	
Average	23.86	23.57	25.93	
Total				2
		Peak Demand Day		Controlled Day

# Monthly Report - Grand Rapids Public Utilities Commission

# Grand Rapids Public Utilities Commission

<b>Year</b> 2022	<b>Minimum duration</b> 	<b>Substation</b> -----
<b>Month</b> 02 - February	<b>Maximum duration</b> 	<b>Circuit</b> -----
<b>Annual Report?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No	<b>Top-level Cause</b> -----	<b>Remove Major Events?</b> -----

## IEEE 1366 Statistics

Metric	Feb 2022	Feb 2021
SAIDI	6.302	1.011
SAIFI	0.0802	0.0147
CAIDI	78.556	68.972
ASAI	99.9837%	99.9973%
Momentary Interruptions	0	0
Sustained Interruptions	5	3

## Circuit Ranking - Worst Performing

## Ranked by Outage Count

Circuit	Substation	Number of Outages
Feeder 320	Main Substation	4
ES07	East Substation	1

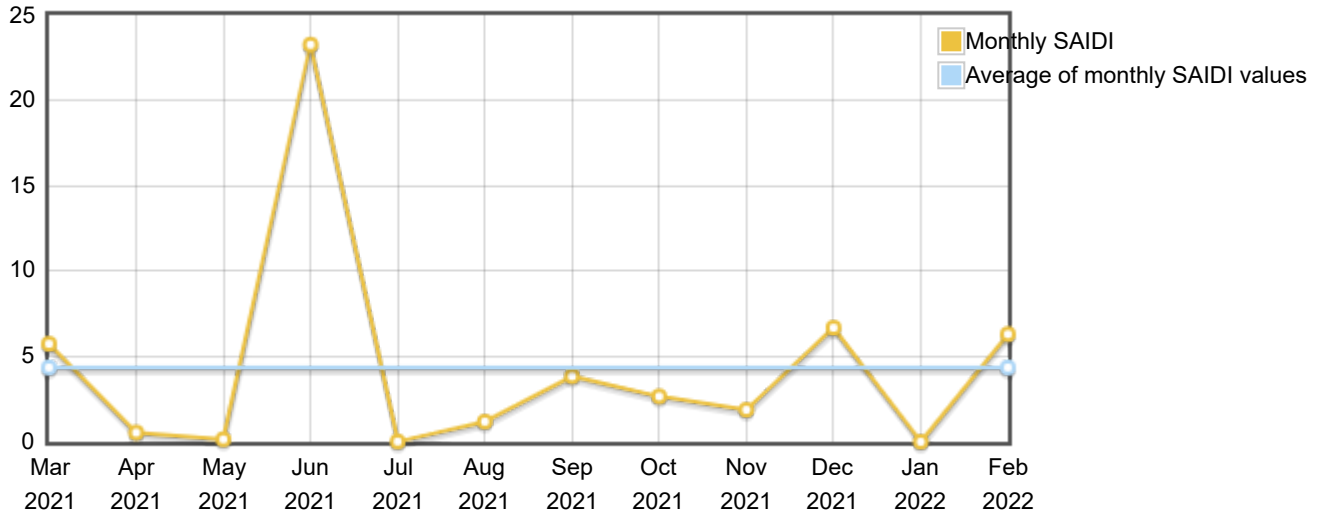
## Ranked by Customer Interruptions

Circuit	Substation	Customer Interruptions
Feeder 320	Main Substation	601
ES07	East Substation	1

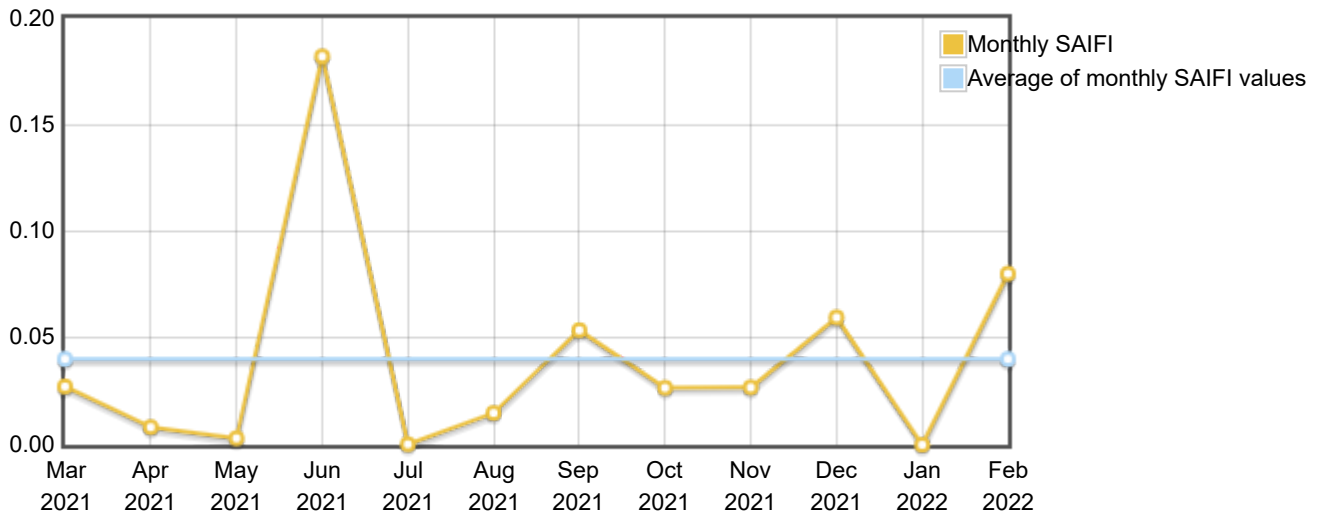
## Ranked by Customer Minutes of Duration

Circuit	Substation	Customer Minutes of Duration
Feeder 320	Main Substation	47,255
ES07	East Substation	36

### Historical Monthly SAIDI Chart



### Historical Monthly SAIFI Chart



Causes Ranked by Count



Cause	Count
Tree	2
Unknown	1
Equipment	1

Causes Ranked by Duration



Cause	Duration
Unknown	24,075
Tree	22,650
Electrical Failure	530

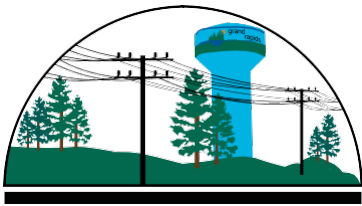
Top 5 Outages for the Month

Address	Customers Interrupted	Duration	Customer Minutes of Interruption	Cause	Start Date
FUSE BLOWN BY SW SCHOOL WO# 187070	225	107	24,075	Unknown	02/28/2022
DONOVAN SWITCH SINGLE PHASE WO# 186926	367	60	22,020	Tree	02/18/2022
SW 6th ST WO# 186926	7	90	630	Tree	02/18/2022
1804 SW 3rd AVE WO# 187043	2	265	530	Bad underground	02/27/2022
2207 NE 27th AVE WO# 187066	1	36	36	Loose connection	02/25/2022

Total Customers Affected for the Month:	<b>602</b>
Average Customers Affected per Outage:	<b>120.4</b>







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## WATER & WASTEWATER DEPARTMENT MONTHLY REPORT March 2022 Commission Meeting

### Safety

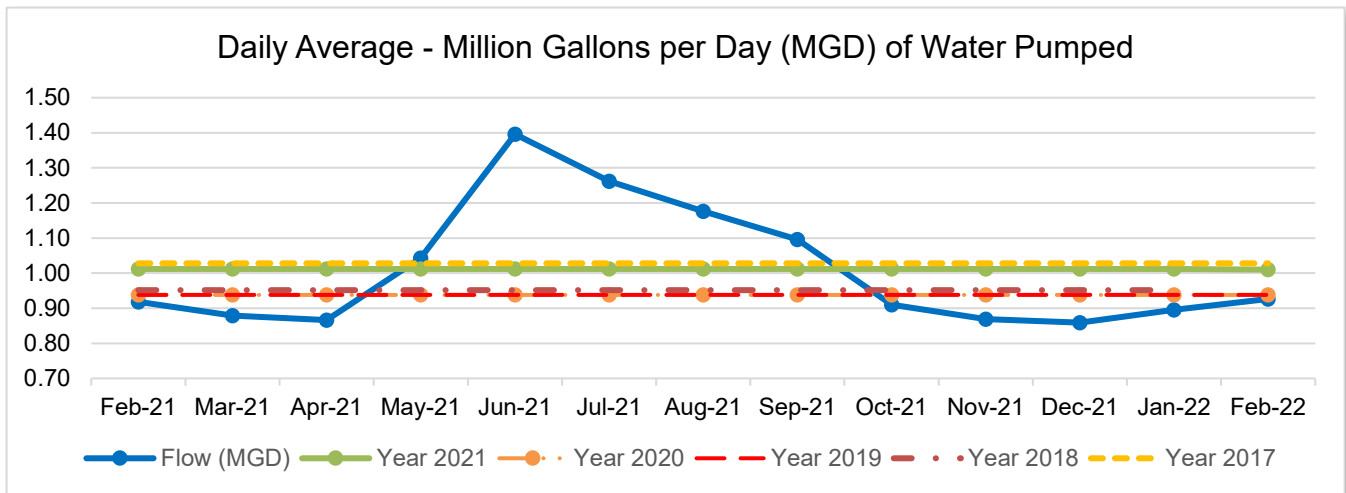
There were no OSHA recordable accidents last month.

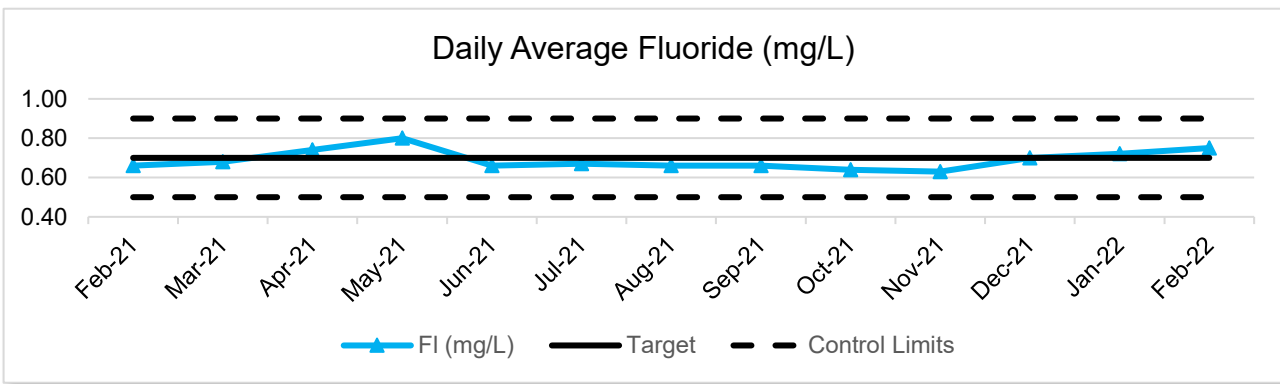
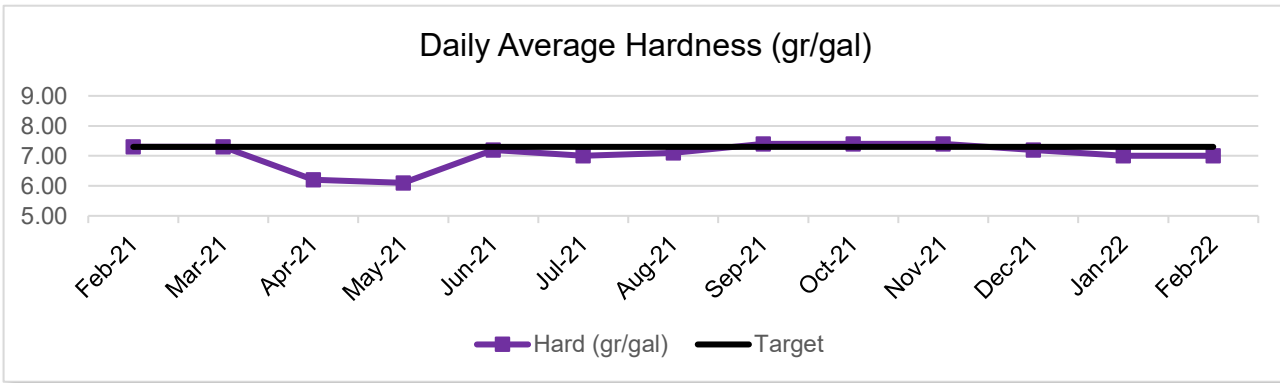
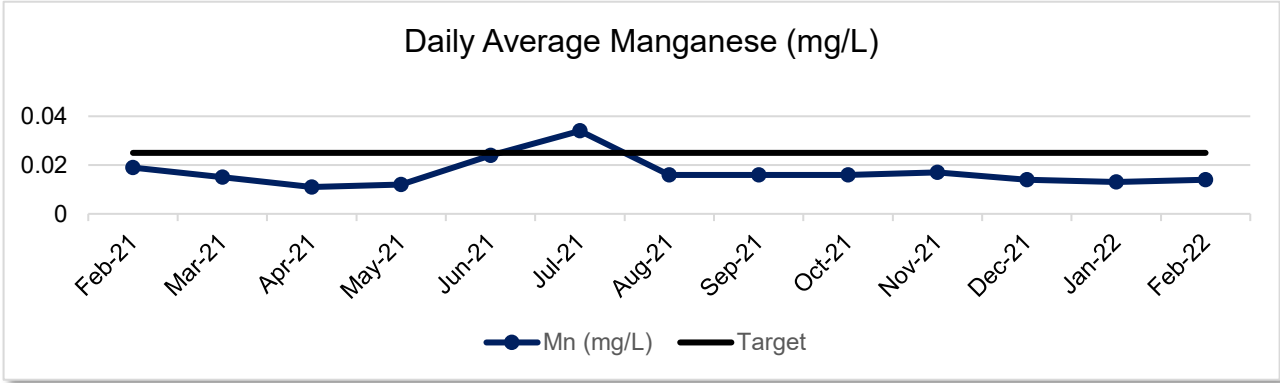
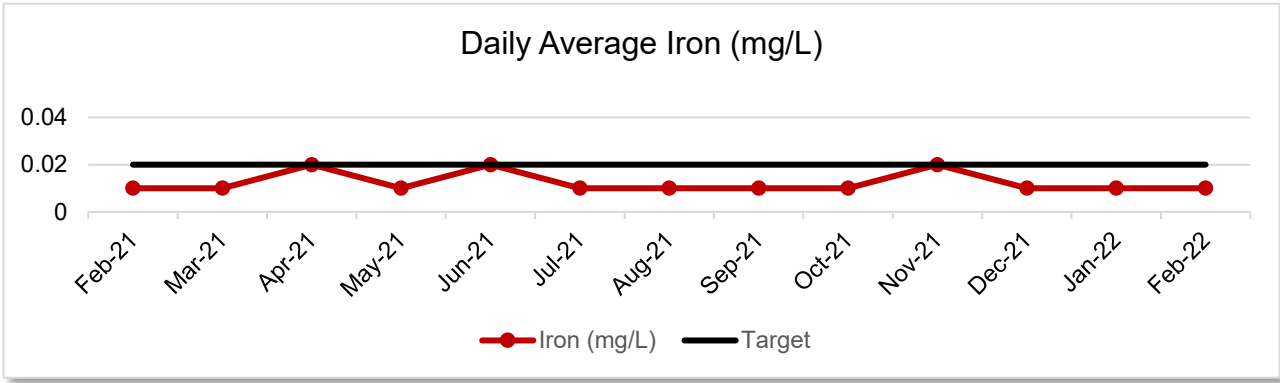
### WTP Operations

The water plant pumped an average of 0.93 million gallons of water per day (MGD) with a peak of 1.17 million gallons during last month.

Two water main breaks this month ~600,000 gallons lost. Four excavations associated with the leaks.

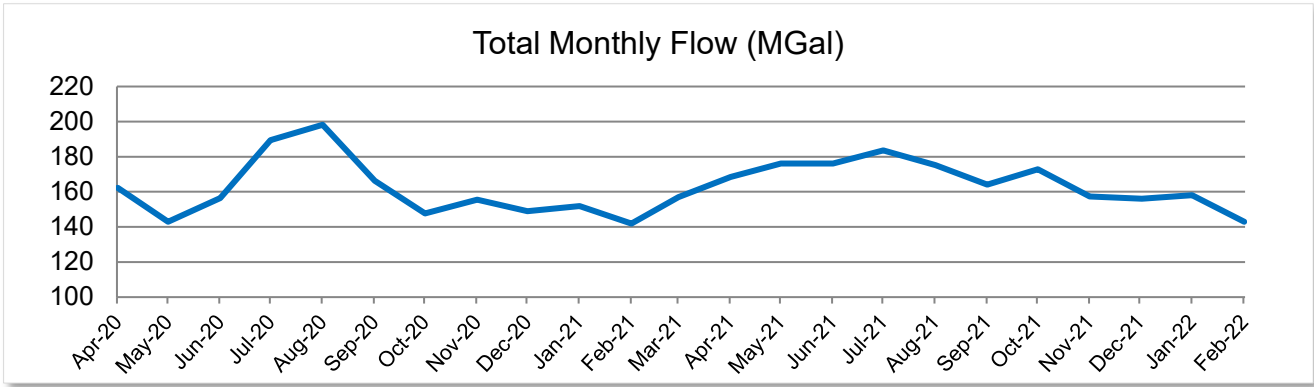
170 customers on the water run list. 27 water thaws as of 3/2



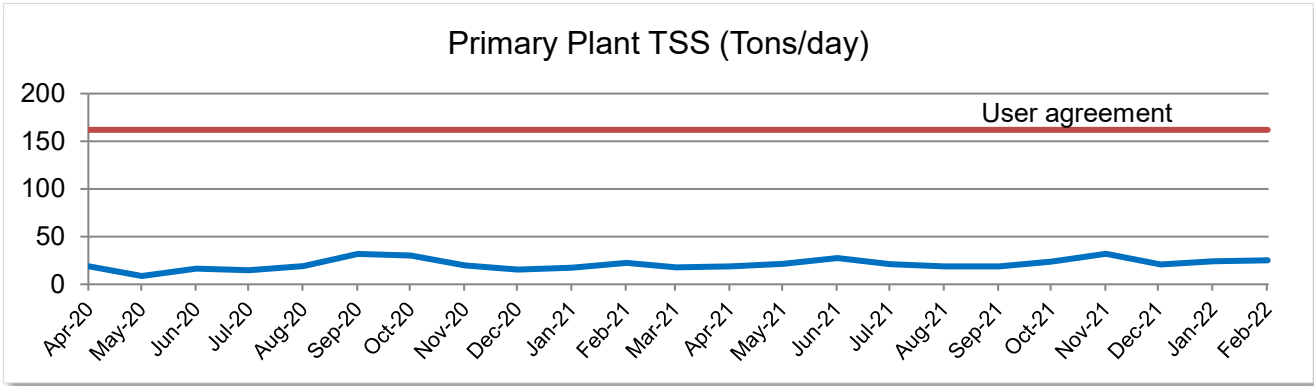


## WWTP Operations

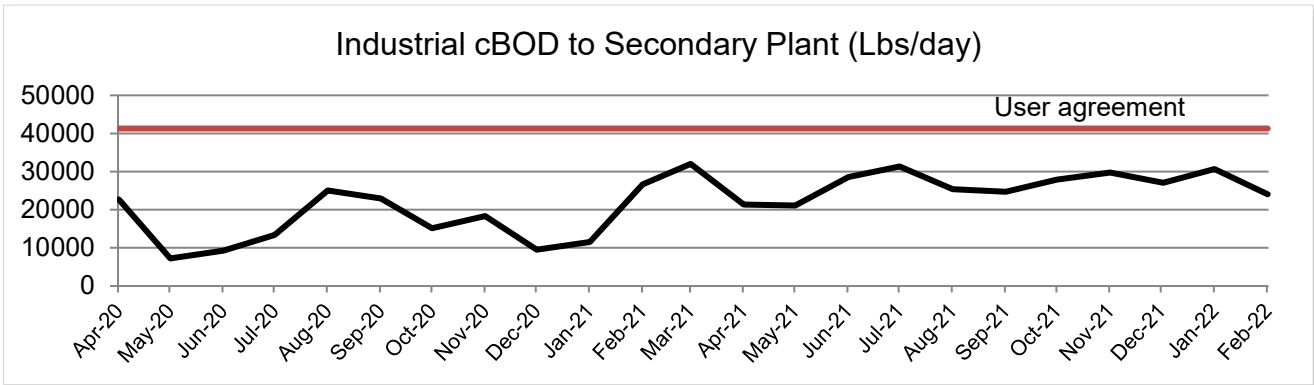
The Wastewater Treatment Plant (WWTP) met all National Pollutant Discharge Elimination System (NPDES) permit requirements last month. We treated 143 million gallons of water removing 99.5% of the Total Suspended Solids (TSS) and 98.3% Biochemical Oxygen Demand (cBOD).

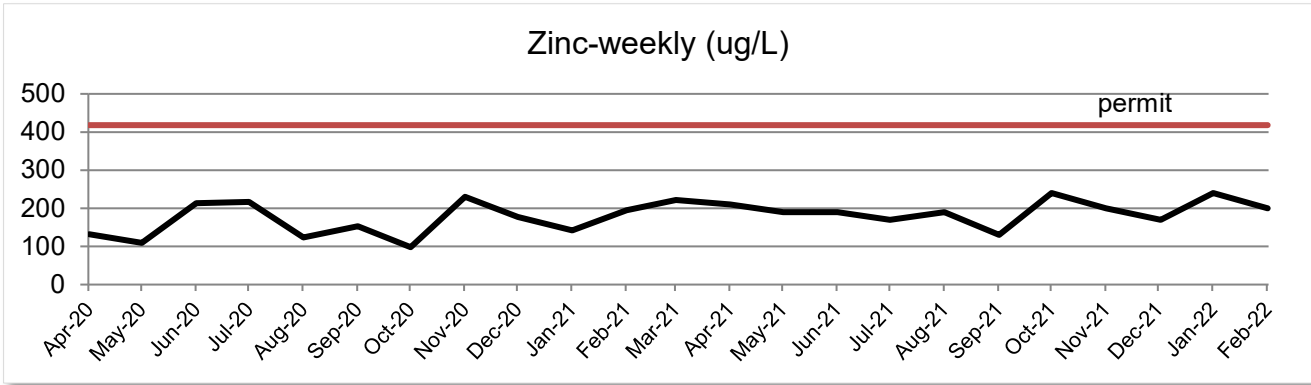


	Design Limits (monthly AVG)	Actual Results
<b>Primary Plant</b>		
Flow (MGD)	13.25	4.0
TSS (Tons/day)	162	25.0
TSS Peak (Tons/Day)	284	70.3

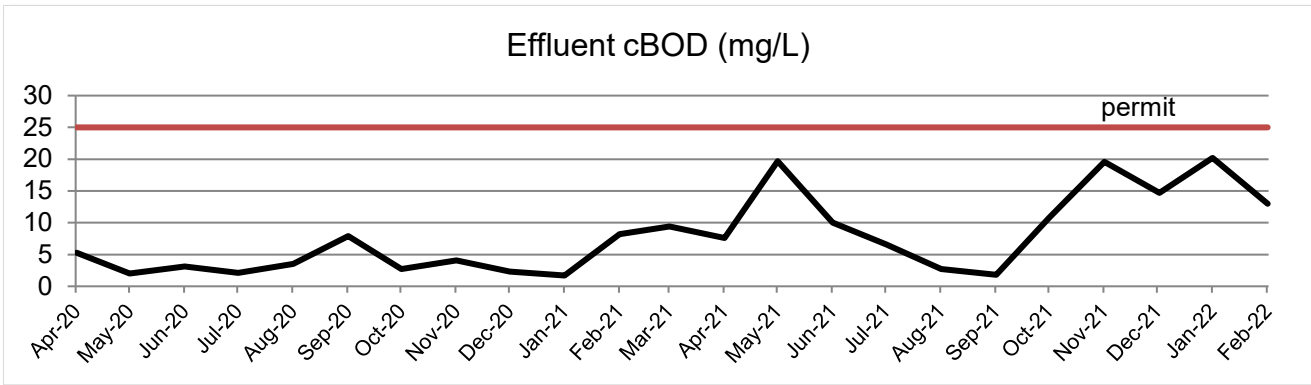
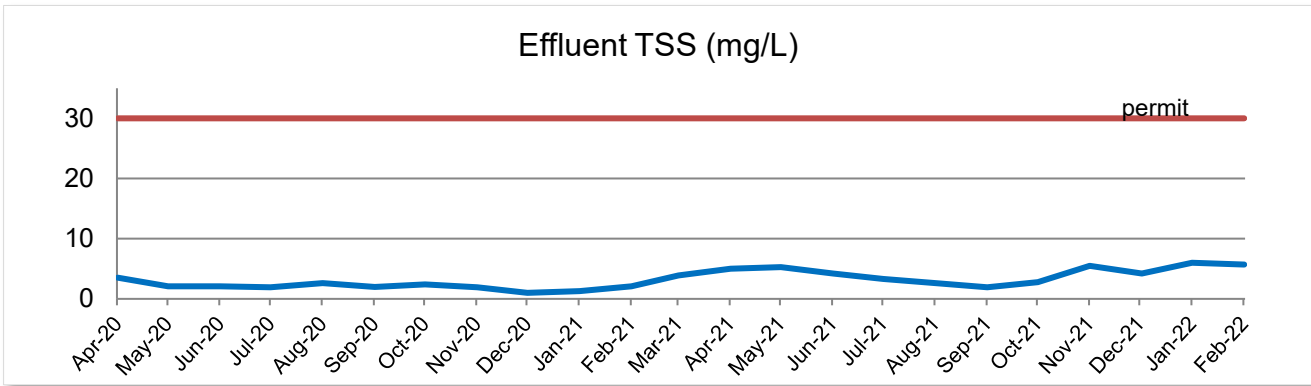


	Design Limits (monthly AVG)	Actual Results
<b>Secondary Plant</b>		
Flow (MGD)	15.25	5.1
cBOD (lbs/Day)	41,300	26,180
Peak cBOD (lbs/Day)	57,350	33,216
Zinc-weekly (ug/L)	418	200
% GRPUC		21.8%



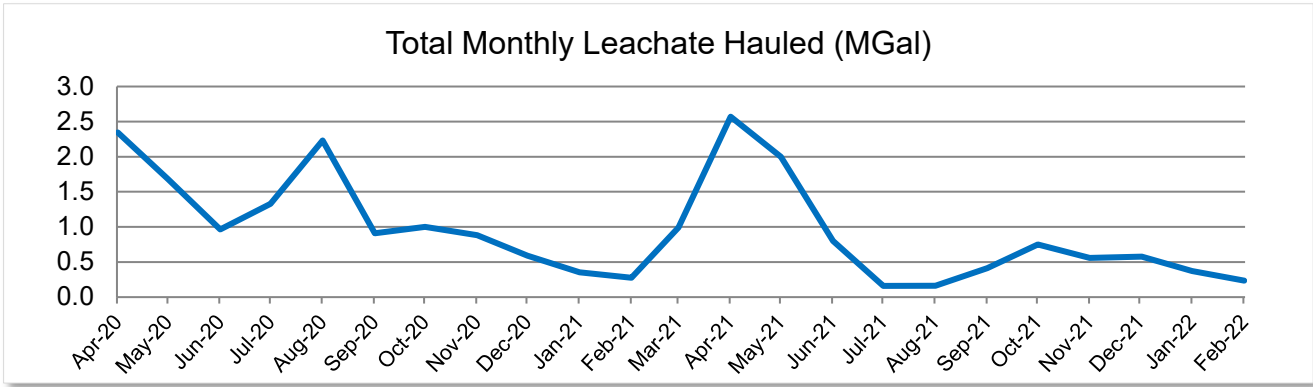


Effluent	Permit Limits (monthly AVG)	Actual Results
TSS (mg/L) – monthly average	30	5.7
cBOD (mg/L) – monthly average	25	13
Dissolved Oxygen (mg/L)	>1.0	3.3



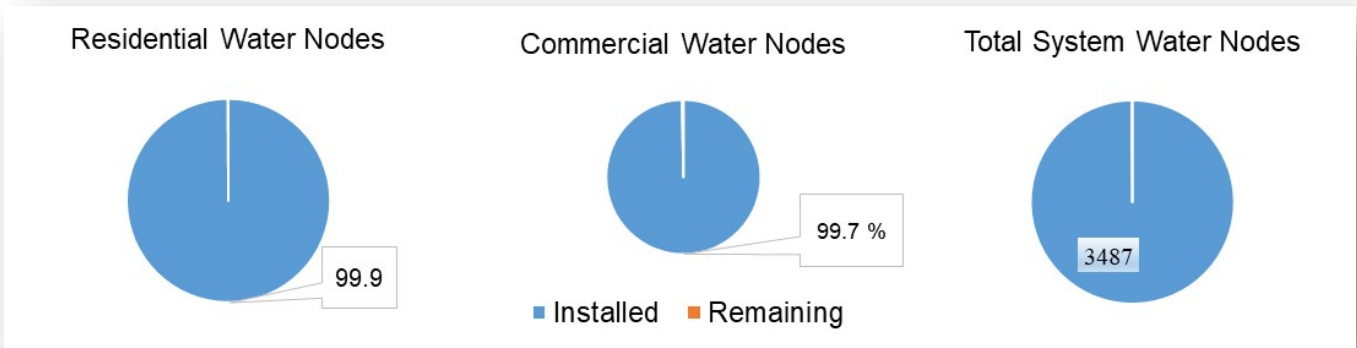
**Sludge Landfill Operations**

- 0.24 million gallons of leachate were hauled last month
- 3,528 cubic yards of sludge solids were hauled to the landfill



**AMI Water Install Last Month**

We installed 0 water nodes and/or meters in residential routes. We currently have 3487 (99%) active water nodes installed in the system. We are still awaiting delivery on nodes ordered in December 2020.

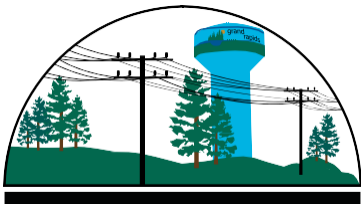


**Projects Performed Last Month**

- Change out motor on aeration basin mixer A1
- Install air compressor at WTP
- Repair Helen filter for WWT secondary plant EWS system

**Projects Scheduled for This Month**

- Rebuild WAS transfer pump no 2 in secondary plant at WWT
- Rebuild blower for aerator at WTP
- Change out motor on ejector pump at WTP



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## **SAFETY REPORT March 2022 Commission Meeting**

### **Safety Topic Last Month**

AWAIR, Bloodborne Pathogens, Employee Right to Know, Hazard Communication, and Global Harmonizing System Training for all staff took place on March 1 with MMUA Safety Coordinator Dave Lundberg.

### **Safety Topic This Month**

Testing of electric equipment; hot sticks and grounding equipment, will be conducted by Dave Lundberg of MMUA on March 22. Safety Training for office staff will be conducted virtually on March 24 & 25.

### **Accidents Reported last Month by Department**

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

### **Cumulative Accidents for 2022**

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

Total FROI      0

### **Recordable Accident 5-year History**

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