



# GRAND RAPIDS PUBLIC UTILITIES COMMISSION

## MEETING AGENDA

Tuesday, January 11, 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, January 11, 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:**

**PUBLIC FORUM:**

**APPROVAL OF MINUTES:**

1. Consider a motion to approve the minutes of the December 15, 2021 Regular meeting.

**VERIFIED CLAIMS:**

2. Consider a motion to approve the verified claims for December 2021 in the amount \$2,397,112.13 (Computer Check Register \$1,671,007.87 and Manual Check Register \$726,104.26).

**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 December 2021
4. Consider a motion to accept the 2022 City Calendar showing the dates and times of the GRPU 2022 Commissioner meetings.
5. Consider a motion to update the GRPU Personnel Policy Section 8.8.6, pertaining to the donation of PTO.
6. Consider a motion to confirm filling the Maintenance III position with the preferred candidate, Jason Smith.
7. Consider a motion to ratify the procurement contract with Cogsdale for long-term engagement training services in the amount of \$20,160.00
8. Consider a motion to ratify the procurement contract with NOS Automation for two years of cloud based alarm services for lift stations for \$6,665.00.

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.

ADMINISTRATION:

[9.](#) Administration Report

[10.](#) Consider a motion to approve the full lump sum merit pay allowed in the General Manager's employment contract based on the Commissioners evaluation of her 2021 performance.

BUSINESS SERVICES DEPARTMENT:

[11.](#) Business Services Department Monthly Report - January 2022

[12.](#) Consider a motion to approve an increase in the fixed asset capitalization amount from \$1,000 to \$5,000 effective January 1, 2022.

ELECTRIC DEPARTMENT:

[13.](#) Electric Department Report

WATER AND WASTEWATER DEPARTMENT:

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

SAFETY REPORT:

[15.](#) Safety Report

ADJOURNMENT:

The next Special meeting/Work Session is scheduled for Tuesday, January 25, 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, February 9, 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 and we will provide you with a copy of the policy.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION MEETING MINUTES

Wednesday, December 15, 2021

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, December 15, 2021 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, Secretary Kathy Kooda, Commissioner Rick Blake, Commissioner Luke Francisco, Commissioner Rick Smith.

**Others 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 Kruger, and Pete Garsow of ICTV.

**PUBLIC FORUM:** None present.

**APPROVAL OF MINUTES:**

1. Consider a motion to approve the minutes of the November 3, 2021 special meeting, the November 17, 2021 regular meeting and the November 30, 2021 special meeting.

Motion made by Commissioner Blake, Seconded by Secretary Kooda.

Voting Yea: President Stanley, Secretary Kooda, Commissioner Blake, Commissioner Francisco, Commissioner Smith.

**VERIFIED CLAIMS:**

2. Consider a motion to approve the verified claims for November 2021 in the amount \$1,876,128.53 (Computer Check Register \$1,409,568.96 and Manual Check Register \$466,559.57).

Motion made by Commissioner Francisco, Seconded by Commissioner Smith.

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

**COMMISSION REPORTS:** No items.

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.

Commissioner Blake made a motion to remove item #4 from the consent agenda for lack of content and place on the January meeting agenda and move to approve the revised consent agenda, seconded by Commissioner Francisco.

3. Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for November 2021.
4. 2022 City Calendar.
5. Consider a motion to ratify the procurement contract with Midwest Communications for radio ad spots in the amount of \$2,480.
6. Consider a motion to confirm filling the Wastewater Operations Director position with the preferred applicant, Mr. Jeff Frost.

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

Motion made by Commissioner Blake, Seconded by Secretary Kooda.

Voting Yea: President Stanley, Secretary Kooda, Commissioner Blake, Commissioner Francisco, Commissioner Smith.

#### ADMINISTRATION DEPARTMENT:

7. General Manager Kennedy reviewed the December Administration Department Report with the Commission.
8. Consider a motion to update the GRPU Personal Policy Section 8.8.6, pertaining to the donation of PTO.

Motion made by Secretary Kooda, Seconded by Commissioner Francisco to update the GRPU Personnel Policy section 8.8.6.

Voting Yea: President Stanley, Secretary Kooda, Commissioner Blake, Commissioner Francisco, Commissioner Smith.

#### BUSINESS SERVICES DEPARTMENT:

9. Business Services Manager Lane reviewed the December Business Services Department Report with the Commission.
10. Consider a motion to approve the 2022 Electric, Water, and Wastewater rate schedules.

Motion made by Commissioner Smith, Seconded by Commissioner Blake.

Voting Yea: President Stanley, Secretary Kooda, Commissioner Blake, Commissioner Francisco, Commissioner Smith.

11. Consider a motion to adopt the GRPU 2022 Operations and Capital Budget as presented.

Motion made by Commissioner Blake, Seconded by Secretary Kooda.

Voting Yea: President Stanley, Secretary Kooda, Commissioner Blake, Commissioner Francisco, Commissioner Smith.

ELECTRIC DEPARTMENT:

12. Electric Department Manager Goodell reviewed the December Electric Department Report with the Commission.

13. Consider a motion to approve the Electric Service Agreement with Minnesota Power for 2022 to 2029 and authorize the Commission President to sign the Agreement, along with Attachment D specific to Grand Rapids.

Motion made by Commissioner Blake, Seconded by Secretary Kooda.

Voting Yea: President Stanley, Secretary Kooda, Commissioner Blake, Commissioner Francisco, Commissioner Smith.

WATER AND WASTEWATER DEPARTMENT:

14. Water/Wastewater Department Manager Mattson reviewed the December Water and Wastewater Department Report with the Commission.

15. Consider a motion to award the contract for 2022 Sludge Placement to JRadtke Trucking in the amount of \$64,240 and authorize the Commission President to sign the contract.

Motion made by Commissioner Smith, Seconded by Commissioner Francisco.

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

SAFETY:

16. General Manager Kennedy reviewed the December Safety Report with the Commission.

ADJOURNMENT:

By call of the chair, the regular meeting was declared adjourned at 4:50 PM.

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



The next Regular Meeting of the Commission is scheduled for Tuesday, January 11, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Special meeting/Work Session is scheduled for Tuesday, January 25, 2022 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.



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

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**AGENDA DATE:** January 11, 2022

**AGENDA ITEM:** Consider a motion to approve the verified claims for December 2021 in the amount \$2,397,112.13 (Computer Check Register \$1,671,007.87 and Manual Check Register \$726,104.26).

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

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### **BACKGROUND:**

See attached check registers:

Computer check register \$1,671,007.87  
Manual check register \$726,104.26  
Total \$2,397,112.13

### **RECOMMENDATION:**

Consider a motion to approve the verified claims for December 2021 in the amount of \$2,397,112.13

Computer check register \$1,671,007.87  
Manual check register \$726,104.26

## December 2021 Check Register

Document Date	Check #	Vendor Name	Document Amount	Item 2.
12/3/2021		4506 Public Employees Retirement Association	15,418.26	12/3/2021
12/3/2021		4507 Minnesota Dept. of Revenue	4,321.35	12/3/2021
12/3/2021		4508 Wells Fargo Bank	25,575.89	12/3/2021
12/3/2021		4509 Empower Retirement	8,278.25	12/3/2021
		4510 Was used in November 2021	0.00	
12/1/2021		4511 Northeast Service Cooperative	4,014.00	12/31/2021
12/3/2021		4512 Invoice Cloud	2,505.10	12/31/2021
12/3/2021		4513 Further	1,259.59	12/31/2021
12/17/2021		4514 Minnesota Department of Revenue	63,390.00	12/31/2021
12/17/2021		4515 Public Employees Retirement Association	14,783.46	12/17/2021
12/17/2021		4516 Minnesota Dept. of Revenue	4,120.20	12/17/2021
12/17/2021		4517 Wells Fargo Bank	24,751.98	12/17/2021
12/17/2021		4518 Empower Retirement	7,982.82	12/17/2021
		4519 Skipped	0.00	
12/21/2021		4520 Further	1,234.59	12/31/2021
12/28/2021		4521 TASC	145.00	12/31/2021
12/30/2021		4522 Public Employees Retirement Association	15,184.82	12/30/2021
12/30/2021		4523 Minnesota Dept. of Revenue	4,499.22	12/30/2021
12/30/2021		4524 Wells Fargo Bank	26,502.83	12/30/2021
12/30/2021		4525 Empower Retirement	8,165.36	12/30/2021
12/28/2021		4526 Empower Retirement	17,016.00	12/31/2021
12/28/2021		4527 Empower Retirement	4,667.64	12/31/2021
12/30/2021		4528 4M Fund	100,000.00	12/31/2021
12/3/2021		79116 MN Child Support Payment Center	356.25	12/3/2021
12/3/2021		79117 NCPERS Group Life Ins	112.00	12/3/2021
11/30/2021		79118 City of Grand Rapids	74,637.30	12/31/2021
12/10/2021		79119 First Net / AT & T Mobility	315.70	12/10/2021
12/10/2021		79120 Further	187.00	12/10/2021
12/10/2021		79121 Green, Doug	140.00	12/10/2021
12/10/2021		79122 Mattson, Steve	52.64	12/10/2021
12/10/2021		79123 Minnesota Energy Resources Corp.	18.00	12/10/2021
12/10/2021		79124 Radtke, James	9,853.68	12/10/2021
12/10/2021		79125 Verizon Wireless	761.35	12/10/2021
12/10/2021		79126 Customer Refunds- Minnesota Dept of Commerce	65.82	12/31/2021
12/10/2021		79127 Customer Refunds- Richard Wolske	67.68	12/31/2021
12/10/2021		79128 Customer Refunds- Northern Air Transport	86.83	12/31/2021
12/10/2021		79129 Customer Refunds- ECI Contracting	66.46	12/31/2021
12/10/2021		79130 Customer Refunds- Paul Bunyan Telephone	87.81	12/31/2021
12/10/2021		79131 Postage By Phone System	5,000.00	12/31/2021
12/16/2021		79180 Minnesota Energy Resources Corp.	852.92	12/16/2021
12/16/2021		79181 Gustafson, Doug	102.39	12/16/2021
12/16/2021		79182 Customer Refunds- Nathan Jensen	108.65	12/31/2021
12/16/2021		79183 Customer Refunds- Jamie Jordan	107.18	12/31/2021
12/16/2021		79184 Customer Refunds- Minnesota Dept of Commerce	78.39	12/31/2021
12/16/2021		79185 Customer Refunds- Eric Johns	125.00	12/31/2021
12/17/2021		79186 City of LaPrairie	15,059.48	12/31/2021

12/17/2021	79187 City of LaPrairie	13,180.51	12/31/2021
12/17/2021	79188 City of LaPrairie	13,263.76	12/31/2021
12/17/2021	79189 City of LaPrairie	13,283.52	12/31/2021
12/17/2021	79190 Bureau of Criminal Apprehension	15.00	12/31/2021
12/17/2021	79191 Bureau of Criminal Apprehension	15.00	12/31/2021
12/17/2021	79192 Driver and Vehicle Services	10.50	12/31/2021
12/17/2021	79193 Driver and Vehicle Services	10.50	12/31/2021
12/17/2021	79194 MN Child Support Payment Center	356.25	12/17/2021
12/17/2021	79195 Minnesota Council 65	1,673.30	12/17/2021
12/20/2021	79196 Pitney Bowes	226.08	12/20/2021
12/20/2021	79197 Waste Management of WI-MN	747.47	12/20/2021
12/20/2021	79198 Wells Fargo Business Card- CF	62.50	12/20/2021
12/20/2021	79199 Customer Refunds- Jesse Chudecke	124.33	12/31/2021
12/20/2021	79200 Customer Refunds- Richard H Pride Jr	68.08	12/31/2021
12/20/2021	79201 Customer Refunds- Robert & Vicki Neururer	169.82	12/31/2021
12/20/2021	79202 Customer Refunds- Steve Schimmel	70.66	12/31/2021
12/21/2021	79203 City of Grand Rapids	77,357.60	12/21/2021
12/21/2021	79204 Xerox Corporation	79.40	12/21/2021
12/27/2021	79205 Customer Refunds- Amanda Kriese	106.25	12/31/2021
12/27/2021	79206 Customer Refunds- KOZY	337.14	12/31/2021
12/27/2021	79207 Customer Refunds- Amanda Swonger	12.86	12/31/2021
12/30/2021	79208 MN Child Support Payment Center	356.25	12/30/2021
12/31/2021	79209 City of Grand Rapids	72,333.33	12/31/2021
12/31/2021	79210 City of Grand Rapids	331.50	12/31/2021
12/30/2021	79211 City of Grand Rapids	69,369.03	12/31/2021
12/30/2021	79212 Customer Refunds- LaPrairie Lodge	232.64	12/31/2021
12/30/2021	79213 Customer Refunds- Jeffrey Cleveland	131.76	12/31/2021
12/30/2021	79214 Customer Refunds- Phyleana Blooflat	120.33	12/31/2021

Item 2.

Checks Previously Approved \*\*

0.00

Manual Checks to be approved

726,104.26

**Total Manual Checks**

**726,104.26**



Public Utilities Commission  
Accounts Payable  
December 2021  
(Meeting Date: 01/12/2022)

Item 2.

NAME	AMOUNT	NAME	AMOUNT
Acheson Tire	1,745.00	McMaster-Carr	5,767.10
Advantage Systems Group	1,385.25	Milsoft	2,534.38
Amaril Uniform Company	837.83	Minnesota Department of Commerce	3,550.93
APG Media	723.54	Minnesota Department of Labor & Industry	128.00
Aramark	278.57	Minnesota Municipal Utilities Association	900.00
Badger State Inspection	8,651.00	Minnesota Power	1,351,725.49
Bell Lumber & Pole co	11,304.00	North Central Laboratories	279.50
Border State's	25,020.58	Northeast Technical Services	21,929.25
Burgraff's Ace	455.93	Northern Business Products	3,360.54
Busy Bees	1,370.38	NOS Automation	1,120.00
Cannon Technologies	4,915.00	Pillars of Grand Rapids	20,885.65
Car Quest	175.76	Polydyne Inc	59,049.03
Cogsdale	7,091.59	Power Process	1,024.49
Coles	900.63	Quality Flow	2,297.77
Compass Minerals	3,752.55	Rapids Radio	1,632.00
Cooperative Response Center	1,841.34	Radtke Trucking	6,901.20
Core & Main	1,083.15	Rapids Welding	14.00
CW Technology	12,589.58	Resco	276.83
Dakota Supply Group	107.64	RMB Environmental Lab	890.00
Davis Oil	3,860.85	Safety-kleen	1,723.46
Equipment Rental Company	2,250.00	Shaw Florists	90.15
Ferguson	573.00	Southside Tire and Auto	1,228.75
Ferguson dba Pollardwater	1,132.30	Stuart Irby	2,992.15
Figgins Truck & Trailer	11,371.05	Thousand Lakes Productions	1,575.00
Frontier	7,013.38	TNT Construction	18,329.63
Gopher State One Call	44.55	Treasure Bay Printing	2,946.50
Grainger	1,315.60	Turbo Diesel and Electric	6,462.57
Grand Rapids Evangelical Free Church	2,848.09	United Rentals	477.73
Graybar	5,043.84	Unique Opportunities	3,290.00
Hach	787.91	UPS	172.26
Hawkins	6,810.69	Vessco Inc	1,526.69
Hotsy Minnesota	404.20	Viking Electric	3,222.91
Industrial Lubricant	972.90	Wesco	4,221.94
Innovative Office Solutions	297.76	WTBX	440.00
Itasca County	1,693.89	WUSZ	440.00
Itasca Utilities	750.00	Zion Lutheran Church	3,673.55
Johnson, Killen & Seiler	1,354.10		
Journyx	650.00		
Kaman	452.02	Appliance Rebate:	
L & M	2.97	Schott Schotl	35.00
		Larry Thieman	35.00
		Total	1,671,007.87



# GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** January 11, 2022

**AGENDA ITEM:** Consider a motion to approve the City Treasurer’s Report and the Investment Activity Report for December 2021

**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 December 2021 and Verification of City Treasurer’s Balance  
GRPUC Investment Activity  
Graphics – December Historical Investment Balances and Monthly Investment Balances 2000-2021

## **RECOMMENDATION:**

Consider a motion to approve the City Treasurer’s Report and the Investment Activity Report for December 2021.

**CITY OF GRAND RAPIDS  
PUBLIC UTILITIES COMMISSION**

Item 3.

**CASH RECEIPTS AND DISBURSEMENTS FOR THE MONTH OF DECEMBER 2021**

TREASURER'S BALANCE NOVEMBER 30, 2021		\$ 3,948,861.74
Deposits	3,845,717.71	
Redeposits-Checks	-	
Redeposits-ACH	-	
Bank Adjustments 12/21 Adj 11/16 Misc Error	(46.32)	
		3,845,671.39
Less Disbursements	(2,347,102.94)	
NSF Checks	(134.64)	
ACH Returns	(1,230.00)	
Bank Adjustments	-	
		(2,348,467.58)
TREASURER'S BALANCE DECEMBER 31, 2021		\$ 5,446,065.55

VERIFICATION OF TREASURER'S BALANCE

WELLS FARGO BANK BALANCE DECEMBER 31, 2021		\$ 5,604,263.01
Add: Deposits in Transit		0.00
Less: Outstanding Checks		(158,197.46)
TREASURER'S BALANCE DECEMBER 31, 2021		\$ 5,446,065.55

<b>Electric Department</b>	<b>December 2021</b>
City	1,121,660
Rural	149,484
Load Management	40,430
Subtotal Electric Retail Sales	1,311,574
Windsense	
Security Lighting	5,247
Total Sales	1,316,821
Purchased Power Pass-thru	347,418
Total Electric	1,664,239

<b>Water Department</b>	
City	124,759
Rural	0
Public Authorities	2,619
Total Water	127,378

<b>Wastewater Collection Dept</b>	
City	122,366
Rural	346
Public Authorities	12,001
Total Wastewater Collection	134,714

City Storm Water	66,567
Sales Tax	66,962
<b>Total Amount Billed</b>	<b>2,059,859</b>

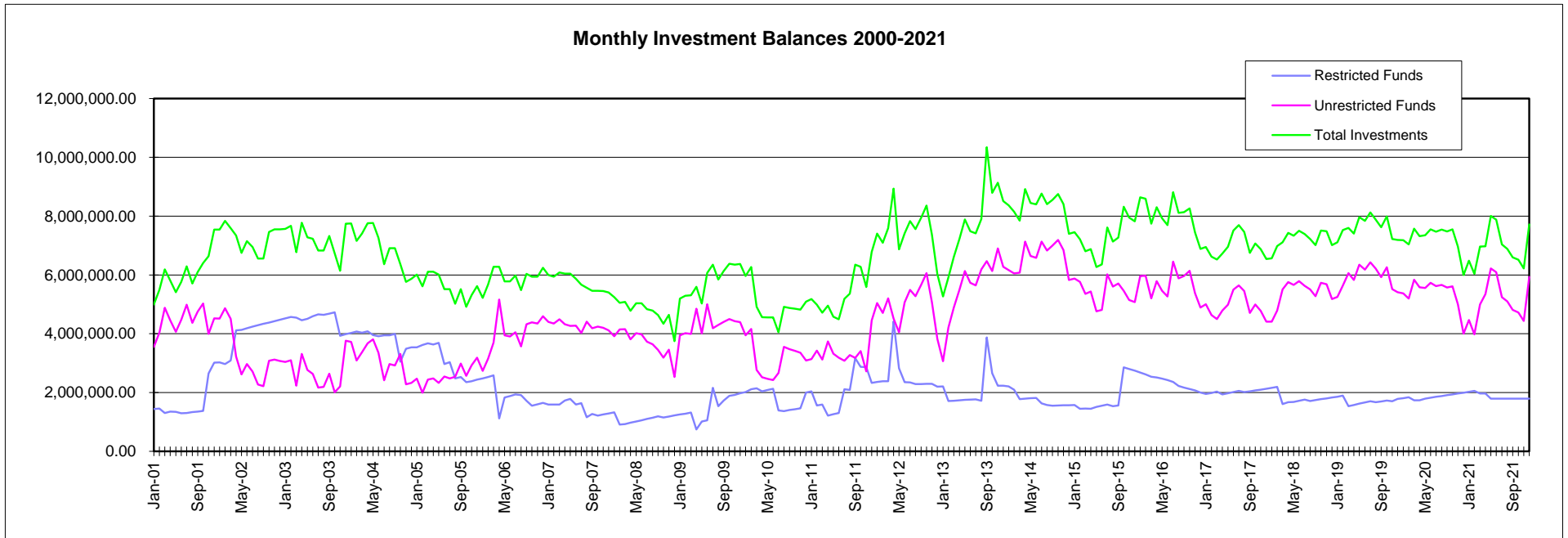
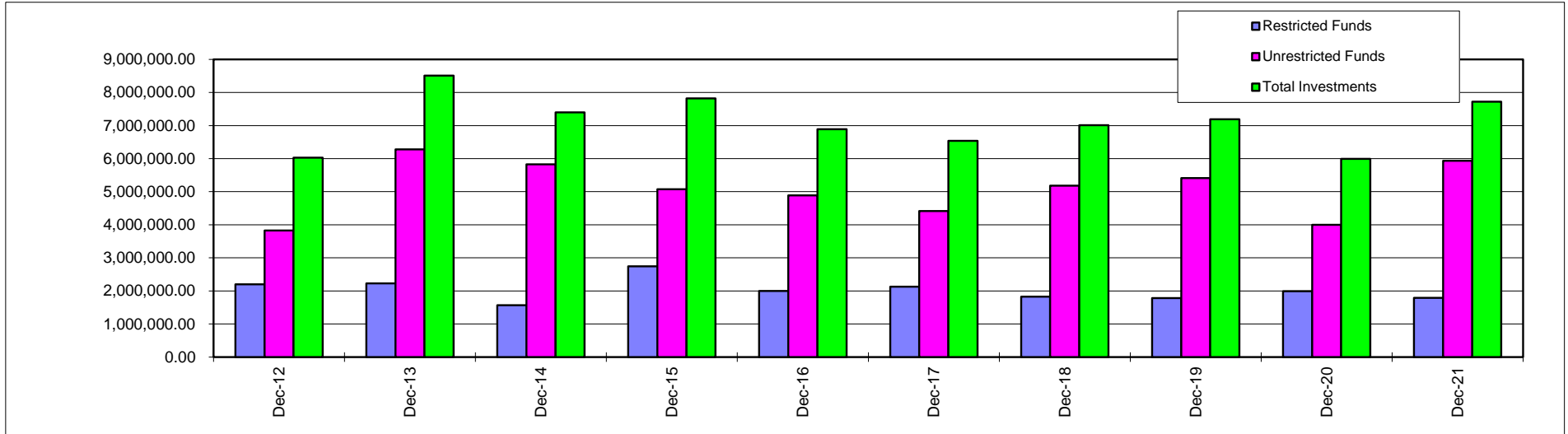
**Grand Rapids Public Utilities Commission  
Investment Activity  
December 2021**

<b>Beginning Balance Cash and Investments</b>	\$ 6,224,393.65	
 <b>Redeemed:</b>		
None		-
		-
 <b>Invested:</b>		
None		-
Change in checking account balance *	1,497,203.81	
 <b>Total Cash and Investments</b>	 <u>\$ 7,721,597.46</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	1,500,000.00	
<b>Total Restricted and Designated Funds</b>	<u>\$ 3,288,487.11</u>	
 <b>Net Cash and Investments</b>	 <u><u>\$ 4,433,110.35</u></u>	

Note:

\* Includes bond proceeds of \$1,170,009.14

	Dec-12	Dec-13	Dec-14	Dec-15	Dec-16	Dec-17	Dec-18	Dec-19	Dec-20	Dec-21
Restricted Funds	2,197,931.20	2,228,909.12	1,567,912.87	2,742,545.65	1,999,241.60	2,127,616.58	1,829,284.16	1,780,668.90	1,994,662.92	1,788,487.11
Unrestricted Funds	3,828,459.47	6,279,185.75	5,830,401.67	5,076,598.09	4,888,176.61	4,412,346.81	5,182,515.14	5,413,089.11	4,001,201.79	5,933,110.35
Total Investments	6,026,390.67	8,508,094.87	7,398,314.54	7,819,143.74	6,887,418.21	6,539,963.39	7,011,799.30	7,193,758.01	5,995,864.71	7,721,597.46
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	4,610,534.00





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

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**AGENDA DATE:** January 11, 2022

**AGENDA ITEM:** Consider a motion to accept the 2022 City Calendar showing the dates and times of the GRPU 2022 Commissioner meetings.

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

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### **BACKGROUND:**

At the December 15, 2021 Regular meeting, the Commission pulled this item from the Consent Agenda due to lack of content because we had not yet received the calendar at the time of the meeting.

We now have received the City Calendar containing the dates of the GRPU Commission Regular meetings and work sessions that are scheduled during 2022.

Note that if any of these meetings are rescheduled to a different day or time, or if additional GRPU Commission meetings are added that are not shown on this calendar, special meeting notices will need to be done. Such notice was done for the January 12 Regular meeting that was rescheduled for January 11.

### **RECOMMENDATION:**

Consider a motion to accept the 2022 City Calendar showing the dates and times of the GRPU 2022 Commissioner meetings.



CITY OF  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE

# 2022

January							February							March							
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	
						1			1	2	3	4	5			1	2	3	4	5	
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12	
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19	
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26	
23	24	25	26	27	28	29	27	28						27	28	29	30	31			
30	31																				
April							May							June							
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	
					1	2	1	2	3	4	5	6	7				1	2	3	4	
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30			
July							August							September							
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	
					1	2			1	2	3	4	5	6					1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30		
31																					
October							November							December							
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	
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9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	
30	31																				

- Golf Course Board - 7:30 am
- Library Board - 5 pm
- Council Worksession 4:00 pm
- City Council Mtg - 5 pm
- Payroll
- Holiday
- Cable TV Comm. - Noon
- Arts & Culture Comm. - 3:45 pm
- Park & Rec Civic Center Board 5:30 pm
- Public Util. Comm.
- Economic Devl. Authority - 4 pm
- Fire Dept. Bus. Mtg. - 7 pm
- Work Session Public Utilities
- PCAB Police Advisory Board - 4:30 pm
- Fire Relief Assn.
- Planning Comm. - 4 pm
- Human Rights Comm. - 4:00 pm
- Flex Benefits Deadline



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** January 11, 2022

**AGENDA ITEM:** Consider a motion to update the GRPU Personnel Policy Section 8.8.6, pertaining to the donation of PTO.

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

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### **BACKGROUND:**

At the December 15, 2021 Regular meeting, the Commission approved updates to the language in Section 8.8.6 of the GRPU Personnel Policies. Unfortunately, as staff implemented the new language, we realized I missed two edits that should have been in the December policy language.

Attached are the clean version of the proposed policy along with a redlined version showing the changes from the December policy. The intent of the policy remains the same and the language changes recommended today are merely to correctly clarify the process.

Management staff recommends approval of the proposed policy changes.

### **RECOMMENDATION:**

Consider a motion to update the GRPU Personnel Policy Section 8.8.6, pertaining to the donation of PTO.



***Excerpt from the GRPU Personnel Policies, last revised December 15, 2021***

**8.8.6 DONATIONS OF PTO**

Employee donations of unused, accumulated PTO to co-workers are authorized under the following conditions and in accordance with the following procedure:

1. Employees having “regular” status with the Commission shall be eligible for PTO donations of up to a maximum of four hundred eighty (480) hours to cover lost time caused by debilitating illness/physical disability, terminal illness, severe non-industrial injury that exceeds two weeks in duration.
2. The employee has exhausted their own paid leave benefit accruals down to eighty (80) hours of EIB.
3. PTO donations up to eighty (80) hours per donating employee each calendar year may be authorized.
4. The donating employee and recipient employee’s payroll records shall be adjusted to reflect a transfer of accrued hours, and donated PTO hours shall be converted to the same number of EIB leave hours on the recipient’s payroll record.
5. The donated hours shall be utilized at the recipient’s rate of pay.
6. Requests for transfer of PTO donations shall be submitted via the Co-Worker Donation of Accrued Vacation Hours Form to the General Manager for approval and processing.

***Excerpt from the GRPU Personnel Policies, last revised December 15, 2021***

### **8.8.6 DONATIONS OF PTO**

Employee donations of unused, accumulated PTO to co-workers are authorized under the following conditions and in accordance with the following procedure:

1. Employees having “regular” status with the Commission shall be eligible for PTO donations of up to a maximum of four hundred eighty (480) hours ~~ninety (90) days~~ to cover lost time caused by debilitating illness/physical disability, terminal illness, severe non-industrial injury that exceeds two weeks in duration.
2. The employee has exhausted their own paid leave benefit accruals down to eighty (80) hours of ~~PTO~~EIB.
3. PTO donations up to eighty (80) hours per donating employee each calendar year may be authorized.
4. The donating employee and recipient employee’s payroll records shall be adjusted to reflect a transfer of accrued hours, and donated PTO hours shall be converted to the same number of EIB leave hours on the recipient’s payroll record.
5. The donated hours shall be utilized at the recipient’s rate of pay.
6. Requests for transfer of PTO donations shall be submitted via the Co-Worker Donation of Accrued Vacation Hours Form to the General Manager for approval and processing.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** January 11, 2022

**AGENDA ITEM:** Consider a motion to confirm filling the Maintenance III position with the preferred candidate, Jason Smith.

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

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### **BACKGROUND:**

At the November 17, 2021 regular meeting, the Commission declared a vacancy existed and authorized the internal posting and external advertising for a Maintenance III position. Following the internal posting for the position, we collected no applications. Following external advertising of the position opening, we collected 21 applications. The applications were rated and telephone interviews were conducted with the 11 top-ranked applicants on December 9. In-person second interviews with the top 8 applicants were conducted on December 17 and 21. A background verification was submitted and received and an offer of employment was made to the selection committee's preferred applicant, Jason Smith. The offer was accepted with a hire date of January 20, 2022.

Management staff recommends the Commission formally confirm filling the vacancy of Maintenance III position with the selection committee's preferred candidate, Jason Smith.

### **RECOMMENDATION:**

Consider a motion to confirm filling the Maintenance III position with the preferred candidate, Jason Smith.



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

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**AGENDA DATE:** January 11, 2022

**AGENDA ITEM:** Consider a motion to ratify the procurement contract with Cogsdale for long-term engagement training services in the amount of \$20,160.00

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

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### **BACKGROUND:**

This purchase is part of the approved Business Services Department 2022 operations budget with Procurement Policy G.030 being followed.

### **RECOMMENDATION:**

Consider a motion to ratify the procurement contract with Cogsdale for long-term engagement training services in the amount of \$20,160.00 in 2022.

## 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 COGSDALE , located at 18 Great George, Charlottetown, PE, 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 long-term engagement training services for 2022. (“**Solicitation**”);

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

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

Accordingly, the Parties agree as follows:

### Contract

---

1. **Term.** The effective date of this Contract is January 1, 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 August 1, 2021.

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

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

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

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

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

## 2. Contractor's Duties

2.1 The Contractor shall:

Provide 80 hours of training service and 16 hours of project management services.

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

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

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

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

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

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

## 3. Consideration and Payment

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

3.1.1 Compensation. The Contractor will be paid twenty thousand one hundred sixty Dollars (\$20,160.00) in accordance with **Exhibit C**.

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed twenty thousand one hundred sixty Dollars (\$20,160.00).

### 3.2 Payment.

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

## 4. Authorized Representative

GRPUC's Authorized Representative is Julie A. Kennedy, General 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 Jeffrey Eldridge, Senior Sales Account Manager at the following business address: 18 Great George, Charlottetown, PE, Canada, and the following telephone number: 902.812.2830, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

5. **Indemnification.** Contractor will indemnify, defend, and hold harmless GRPUC, its agents, and employees, in relation to any expenses, damages, claims or causes of action, including reasonable attorney's fees, to the extent caused by any negligent or wrongful act, error or omission, breach of contract, or infringement of any intellectual property right by Contractor, any third party that Contractor has a business relationship with, or any of Contractor's agents or employees. Both parties agree that the Contractor's liability – including in respect of the indemnity in this section 5 – shall be limited to the amounts actually received by the Contractor from the GRPUC under this Contract regardless of the form of action, whether in contract, tort, or pursuant to statute.

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

7. **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. 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: Jean M. Lane  
Email: jmlane@gmail.com

Cogsdale  
Address:  
18 Great George, Charlottetown,  
PE, Canada  
Attn: Jeffrey Eldridge  
Email: JEldridge@cogsdale.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.

**Cogsdale**

By: 

Print Name: Todd Ohman

Title: Executive Vice President

**Grand Rapids Public Utilities Commission**

By:  12/14/2021

Print Name: Julie A. Kennedy

Title: General Manager

## **Exhibit A: Insurance Requirements**

**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. Contractor shall furnish GRPUC with certificates of insurance to the policies evidencing all coverages required by this Contract. Further, in the event a litigation matter arises and the production of Contractor's insurance policies is requested during litigation, the Contractor shall provide copies of applicable insurance coverage, as required, in accordance with the requirements of the applicable litigation schedule.

- 1 **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.
  
- 2 **Coverages.** Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
  - 2.1 **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
  
  - 2.2 **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.

2.3 **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.

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

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

\$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$500,000 without the written approval of GRPUC.

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

Cogsdale will provide a long-term engagement (LTE) to Grand Rapids Public Utilities Commission.

Provide 80 hours of training service and 16 hours of project management services.

Cogsdale's professional services team will provide services for a period of 6 months structured as follows:

- Duration 6 months – This services engagement will begin on the 1st week of services are provided by Cogsdale, and ends 6 months after.
- Resource allocation – 1-1.5 hours/week each of Cogsdale CSM and Microsoft GP totaling 96 hours of engagement: consisting of 80 hours consulting services, 16 hours project management. If more hours are required, hours may be added to this engagement at any time during the active period of this engagement at the rate of \$210/hour upon request.
- Travel Requirement – Consulting services can be provided on-site on request. Cogsdale and Grand Rapids Public Utilities Commission will determine travel schedule during the course of the long-term engagement. The understanding is that these Services will be delivered entirely by alternative meeting options such as; Zoom/Teams, Remote Desktop and conference calls in an effort to reduce travel costs and expenses.

Grand Rapids Public Utilities Commission would like to use this engagement for Professional Service projects examples as follows:

1. Cogsdale CSM training for new CSR team
2. Project Accounting
3. Reporting; accurate and timely financials

**Exhibit C: Price and Payment Schedule**

The total obligation and liability of GRPUC under this Contract will not exceed twenty thousand one hundred sixty Dollars (\$20,160.00).

Services will be invoiced on the first day of the month, based on schedule below. The first billing period due upon signing of this quotation.

Payment Schedule:

Due upon Signing	\$6,720.00
February 1, 2022	\$6,720.00
March 1, 2022	\$6,720.00



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

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**AGENDA DATE:** January 11, 2022

**AGENDA ITEM:** Consider a motion to ratify the procurement contract with NOS Automation for two years of cloud based alarm services for lift stations for \$6,665.00.

**PREPARED BY:** Steve Mattson

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### **BACKGROUND:**

The scope of this purchase is to provide cloud based alarm service for all of our lift stations spread out throughout the community. The lift station alarm devices were already purchased in 2020 and 2021. Procurement Policy G.030 was followed.

### **RECOMMENDATION:**

Consider a motion to ratify the procurement contract with NOS Automation for two years of cloud based alarm services for lift stations for \$6,665.00.

## 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 NOS Automation LLC, a LLC, located at 21419 River Road (“**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 Alarm Agent 2 year cloud service for lift stations 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13 (“**Solicitation**”); this solicitation is from a single source vendor. The equipment which the alarm system monitors was vetted through the GRPU procurement policy in 2020 and 2021. NOS Automation LLC was the lowest responsible vendor and the alarm system was included in the original purchase price for one year.

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 January 7, 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 12/31/2023

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

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

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

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

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

## 2. Contractor's Duties

### 2.1 The Contractor shall:

Provide AlarmAgent 2 year Cloud Service for 11 lift stations. To meet the GRPUC's need to closely monitor the level and power of each lift station.

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

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

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

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

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

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

## 3. Consideration and Payment

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



3.1.1 Compensation. The Contractor will be paid Six Thousand Six Hundred Sixty-Five Dollars and no cents. (\$ 6,665.00) in accordance with **Exhibit C**.

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Six Thousand Six Hundred Sixty-Five Dollars and no cents (\$6,665.00).

### 3.2 Payment.

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

## 4. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson, Water and Wastewater Manager at the following business address: 500 SE 4<sup>th</sup> St 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 Rick Beckrich, Owner at the following business address: 21419 River Road, Grand Rapids, MN 55744, and the following telephone number: 218-969-1375, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

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

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

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

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

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

9.1 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: [srmattson@grpuc.org](mailto:srmattson@grpuc.org)

NOS Automation LLC.  
Address:  
21419 River Road  
Grand Rapids, MN 55744  
Attn: Rick Beckrich  
Email:  
[rick.beckrich@nosautomation.com](mailto:rick.beckrich@nosautomation.com)

**10. Exhibits**

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

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

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

**NOS Automation**

By: 

Print Name: Richard Beckrich

Title: Owner / Automation Specialist

**Grand Rapids Public Utilities Commission**

By:  01/07/2022

Print Name: Julie A. Kennedy

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.

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

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

\$2,000,000 - annual aggregate

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

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

\$2,000,000 - per occurrence

\$2,000,000 - annual aggregate

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

\$2,000,000 - per Occurrence

\$2,000,000 - annual Aggregate

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

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

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

Alarm Agent Service a wireless, web-based alarm detection and notification system from RACO designed specifically for water and wastewater pump applications. This system will provide an alarm due to power failure and high level in the lift station.

Dependable, real-time alarm monitoring and detection.

Highly customizable notification preferences. Around-the-clock status access from almost anywhere. Simple administration of WRTUs, preferences, users, reporting parameters and more.

AlarmAgent.com's real-time report-generation capability is optimized for pump applications. Users can spot clogged or malfunctioning pumps in time to prevent a major disaster..

AlarmAgent.com combines the latest in data communications and wireless technology with the reliability and reputation of RACO's half-century of industry experience.

**Exhibit C: Price and Payment Schedule**

A one-time fee of \$6,665.00 is due immediately to cover the RACO Alarm Agent Cloud Service for 2 years. This service covers 11 lift stations (2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13).

Cost for 2022 = \$3,333.00

Cost for 2023 = \$3,332.00

Exhibit D



**NOS Automation LLC**

21419 River Road  
Grand Rapids, MN 55744

Phone : (218) 969-1375  
E-mail: [accounting@nosautomation.com](mailto:accounting@nosautomation.com)  
Web: [www.nosautomation.com](http://www.nosautomation.com)

**Invoice**

Date	Invoice #
12/16/2021	I202112004

Bill To
Grand Rapids Public Utilities ATT: Jeremy Goodell 500 SE 4th Street Grand Rapids, MN 55744 USA

Item	Description	Qty	Rate	Amount
Cloud Hosting	RACO AlarmAgent 2 Year Cloud Service For Lift Stations 02, 03, 04, 05, 06, 07, 08, 09, 11, 12, 13	1	6,665.00	6,665.00
			<b>Total</b>	<b>\$6,665.00</b>

<b>Terms</b>	Due on receipt
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (M) 1/6 Item 8.

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Reliable Agency, Inc 5094 Miller Trunk Hwy Ste 500 Hermantown MN 55811		<b>CONTACT NAME:</b> Kristen Modean		<b>PHONE (A/C. No. Ext):</b> 218-655-3375	<b>FAX (A/C. No):</b> 218-655-3375
		<b>E-MAIL ADDRESS:</b> kristen@reliablemn.com			
		<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
		<b>INSURER A :</b> Employers Mutual Casualty Co			21415
<b>INSURED</b> NOS Automation LLC 21419 River Rd Grand Rapids MN 55744		<b>INSURER B :</b> Lloyds of London			
		<b>INSURER C :</b>			
		<b>INSURER D :</b>			
		<b>INSURER E :</b>			
		<b>INSURER F :</b>			

**COVERAGES CERTIFICATE NUMBER: 666138704 REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6D34300	6/8/2021	6/8/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			WG00005332AA	6/8/2021	6/8/2022	Each Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Grand Rapids Public Utilities Commission 500 SE 4th St Grand Rapids MN 55744	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Kristen Modean</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM) Item 8.  
01/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Kyle Casey State Farm Insurance 799 S Pokegama Ave  Grand Rapids MN 55744	<b>CONTACT NAME:</b> Lisa M Hirsch <b>PHONE (A/C No, Ext):</b> 218-326-8701 <b>E-MAIL ADDRESS:</b> lisa@insuremekyle.com	<b>FAX (A/C, No):</b> 218-326-8702
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Richard R & Leslie Beckrich 21419 River Rd  Grand Rapids MN 55744-4936	<b>INSURER A:</b> State Farm Mutual Automobile Insurance Company <b>NAIC #</b> 25178	
	<b>INSURER B:</b> State Farm Fire and Casualty Company <b>25143</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

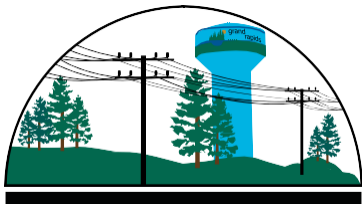
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		342 8884-B08-23A	08/08/2021	08/08/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 100,000
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> DED    RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	23-CU-U579-2 F	02/08/2021	02/08/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

@a W b a k W a i a d U a b

<b>CERTIFICATE HOLDER</b>  Grand Rapids Public Utilities Commission Attn: Steve Mattson 500 SE 4th St Grand Rapids MN 55744	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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Item 9.

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## ADMINISTRATION DEPARTMENT MONTHLY REPORT January 2022 Commission Meeting

### **Safety**

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

### **Office Closures**

- GRPU offices will be closed on January 17, 2022 in observance of the MLK, Jr. holiday.
- GRPU offices will be closed on January 18, 2022 for annual employee appreciation meeting.

### **Commission Meetings**

- 2022 city calendar shows GRPU Regular Meetings and Work Sessions (consent agenda)
- Jan 25 Work Session – Jean, Steve, and Jeremy will present on policies – Julie will not be attending.
- Feb 8 Meeting – Commissioners Blake & Francisco and Julie at Legislative Conference – reschedule?

### **Staffing**

- Jason Smith, Maintenance III, starts January 20, 2022 - confirmation of hire (consent agenda).

### **Community Involvement**

- Employee leadership volunteering efforts at Second Harvest.
- MMUA Tom Bovitz Memorial Scholarship – applications due April 1, 2022 (see attachment).
- Winter Storm Preparation with City and County officials.

### **Projects Performed Last Month**

- Advanced HR Module training – new software for 2022.

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

- MMUA T&O Conference Presentation with Jeremy on Solar plus Storage Project – January 19, 2022.
- GRPU Internal Communications Plan Development (intranet, document storage and retention).
- Employee Licenses/Certifications tracking program in new HR software.
- Legislative efforts for GRPU WTP Renovation Project and other utility related legislation.



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## 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)



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

---

**AGENDA DATE:** January 11, 2022

**AGENDA ITEM:** Consider a motion to approve the full lump sum merit pay allowed in the General Manager's employment contract based on the Commissioners evaluation of her 2021 performance.

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

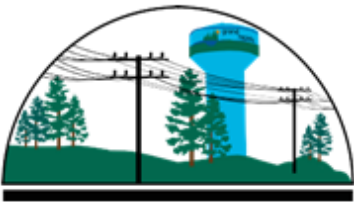
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### **BACKGROUND:**

General Manager Julie Kennedy's performance is reviewed on an annual basis by two members of the Commission. Based on that review, the Commissioners determine how much merit pay she should receive for that year in accordance with the existing employment contract. On December 15, 2021, Commission President Stanley and Commissioner Francisco met with Ms. Kennedy to discuss her 2021 performance. As a result of the review, the Commissioners are recommending approval of the full lump sum merit pay allowed in her employment contract.

### **RECOMMENDATION:**

Consider a motion to approve the full lump sum merit pay allowed in the General Manager's employment contract based on the Commissioners evaluation of her 2021 performance.



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## **BUSINESS SERVICES DEPARTMENT MONTHLY REPORT January 2022 Commission Meeting**

### **Safety**

There were no OSHA recordable accidents last month.

### **Revenue Report Last Month**

The attached table shows the monthly revenue report for last month.

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

The attached graph shows the effective wholesale electric rate for last month.

### **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.
- 2022 operations and capital budgets presented for approval.
- Met with outsourced IT support and discussed internal communication platforms.

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

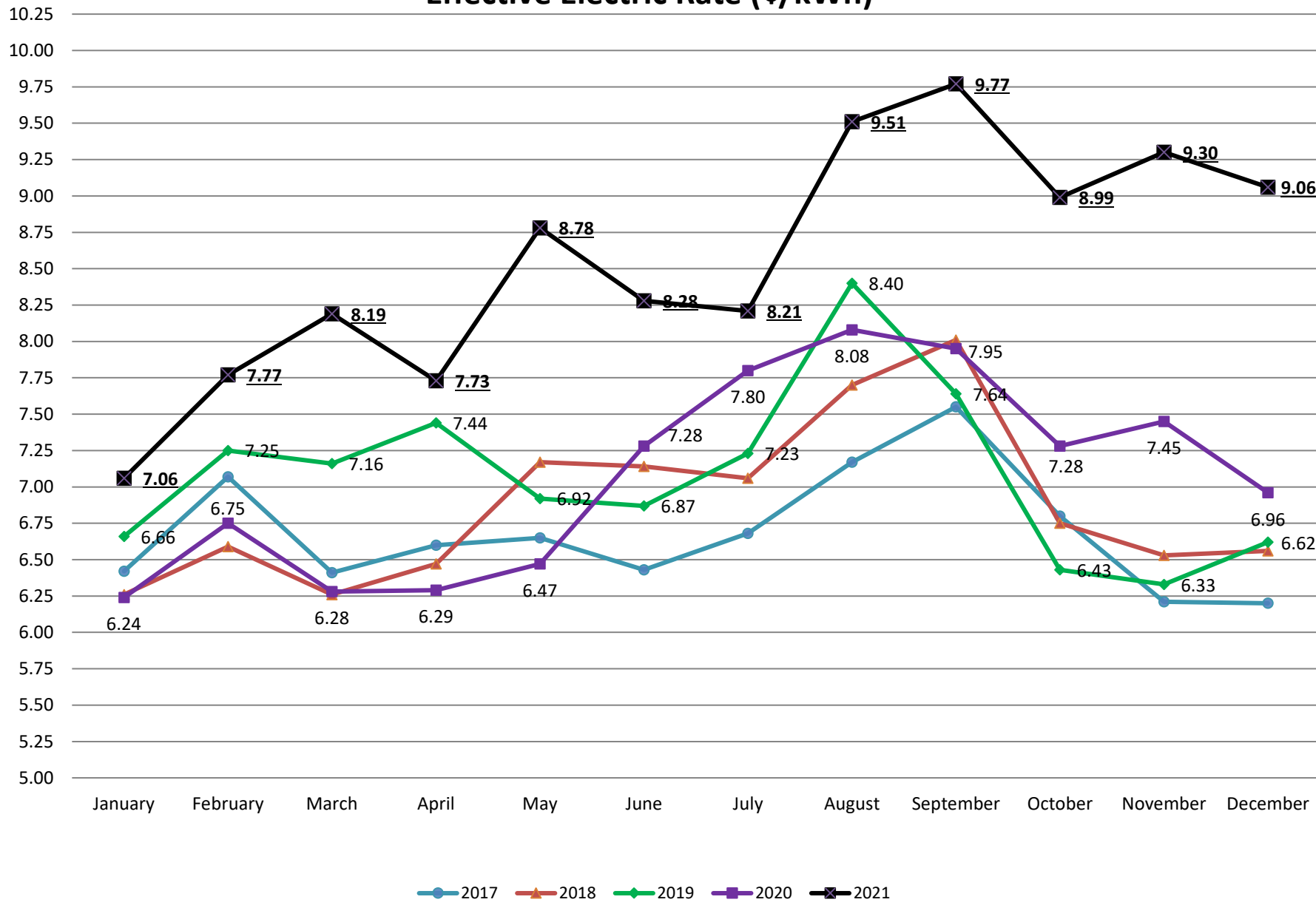
- Continue training new customer service team members.
- Finalize scheduling training for 2018 GP Dynamics/Cogsdale upgrade.
- Work the 2022 operations and capital budget plan.
- EOY 2021 and BOY 2022 processes
- Manager and Foreman budget versus actual monthly kickoff meeting.
- Start phased implementation of Journyx software for time keeping.
- Audit kickoff meeting for 2021



### Monthly Revenue Report

	2018 YTD December	2019 YTD December	2020 YTD December	2021 YTD December	2021 YTD Dec Budget	% of Budget
<b>Electric Department</b>						
City Residential	3,725,025	3,715,648	4,058,351	4,204,946	3,869,329	108.67%
Rural Residential	1,009,766	1,007,402	1,075,163	1,114,338	1,043,431	106.80%
City Commercial	2,563,578	2,598,813	2,560,032	2,598,254	2,825,035	91.97%
Rural Commercial	332,691	338,805	338,294	388,283	355,408	109.25%
City Demand & Energy	5,083,707	5,178,100	4,946,979	5,186,718	5,542,536	93.58%
Rural Demand & Energy	222,583	232,085	211,485	223,788	234,966	95.24%
City Industrial	1,334,164	1,294,617	1,294,583	1,415,617	1,347,260	105.07%
City Commercial- EVC Sales				1,089		
City Load Management	210,437	206,340	193,878	174,990	217,460	80.47%
Rural Load Management	141,811	132,608	121,800	110,297	142,940	77.16%
Total Electric Retail Sales	14,623,760	14,704,418	14,800,566	15,418,319	15,578,364	98.97%
Windsense Program	0	0	0	0	0	
Security Lighting	55,579	56,506	60,329	61,598	60,378	102.02%
Total Sales	14,679,340	14,760,923	14,860,894	15,479,916	15,638,742	98.98%
Purchased Power Pass-thru	620,851	474,655	370,934	2,309,529	621,227	
Total Electric	15,300,191	15,235,578	15,231,829	17,789,446	16,259,969	109.41%
% Change from previous year		-0.42%	-0.02%	16.79%		
Electric rate increase - average					0	
Total Power Expense	11,168,794	11,336,656	11,069,575	13,610,807	11,724,363	116.09%
Gross Margin		26%	27%	23%		
<b>Water Department</b>						
City Residential	570,111	616,528	623,931	658,273	622,373	105.77%
City Commercial / Industrial	678,356	708,581	670,776	770,313	668,549	115.22%
City Multi-Family	216,293	243,687	247,153	248,573	238,032	104.43%
Rural Residential	0	0	0	0	0	
Rural Commercial	0	0	0	0	0	
Public Authorities	30,872	34,665	35,140	38,057	31,950	119.12%
Total Water	1,495,632	1,603,461	1,577,000	1,715,216	1,560,903	109.89%
% Change from previous year		7.21%	-1.65%	8.76%		
Water rate increase - average						
<b>Wastewater Collection Department</b>						
City Residential	664,657	727,197	733,004	762,868	735,000	103.79%
City Commercial	778,329	802,733	744,252	775,726	780,643	99.37%
City Multi-Family	0	0	0	0	0	0.00%
Rural Residential	737	800	811	763	840	90.86%
Rural Commercial	3,158	3,831	3,905	3,716	3,840	96.78%
Public Authorities	141,033	143,842	138,797	136,848	134,300	101.90%
Septage Haulers	98,212	111,171	154,619	157,757	109,110	144.59%
Total Wastewater Collection	1,686,127	1,789,575	1,775,388	1,833,745	1,763,733	103.97%
% Change from previous year		6.14%	-0.79%	3.29%		
Wastewater Collect rate increase - average					0	

### Effective Electric Rate (¢/kWh)





	January	February	March	April	May	June	July	August	September	October	November	December	
<u>2017</u>	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Total
<b>Billing Units</b>													
Demand (kW) (15 minute)	29,024	26,296	25,092	22,680	21,796	24,072	28,864	27,880	25,552	22,496	24,816	27,952	306,520
Coincident Peak (60 Minute) prior month	27,297	28,099	25,377	24,728	21,282	19,704	21,948	26,232	27,386	25,203	21,332	23,174	291,763
Energy (kWh)	16,128,980	13,698,800	14,661,080	12,579,120	12,332,320	12,691,160	14,230,240	13,495,160	12,488,000	12,602,640	13,996,160	16,072,480	164,976,040
<b>Subtotal Monthly Electric Billing</b>	<b>\$1,058,994.84</b>	<b>\$968,046.45</b>	<b>\$939,499.78</b>	<b>\$857,021.91</b>	<b>\$819,654.10</b>	<b>\$815,694.09</b>	<b>\$968,327.50</b>	<b>\$967,659.02</b>	<b>\$990,570.79</b>	<b>\$856,934.73</b>	<b>\$868,626.70</b>	<b>\$996,109.80</b>	<b>\$11,107,139.71</b>
Allocation of MP contract extension lump sum payment \$1,440,125 (3.42xkW)	(\$23,725.16)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$23,725.16)
Coincident Peak Corrections (Sept 2016, Oct 2016, Jan 2017, Feb 2017)	\$0.00	\$0.00	\$0.00	(\$27,219.58)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$27,219.58)
2016 non-fuel energy true-up	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$17,264.89)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$17,264.89)
FERC ROE Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$47,348.89)	\$0.00	\$0.00	\$0.00	(\$47,348.89)
<b>Total Electric billing</b>	<b>\$1,035,269.68</b>	<b>\$968,046.45</b>	<b>\$939,499.78</b>	<b>\$829,802.33</b>	<b>\$819,654.10</b>	<b>\$815,694.09</b>	<b>\$951,062.61</b>	<b>\$967,659.02</b>	<b>\$943,221.90</b>	<b>\$856,934.73</b>	<b>\$868,626.70</b>	<b>\$996,109.80</b>	<b>\$10,991,581.19</b>
<b>Effective Electric Rate (¢/kWh)-2017</b>	<b>6.42</b>	<b>7.07</b>	<b>6.41</b>	<b>6.60</b>	<b>6.65</b>	<b>6.43</b>	<b>6.68</b>	<b>7.17</b>	<b>7.55</b>	<b>6.80</b>	<b>6.21</b>	<b>6.20</b>	<b>6.66</b>
<b>2018</b>	<b>Jan-18</b>	<b>Feb-18</b>	<b>Mar-18</b>	<b>Apr-18</b>	<b>May-18</b>	<b>Jun-18</b>	<b>Jul-18</b>	<b>Aug-18</b>	<b>Sep-18</b>	<b>Oct-18</b>	<b>Nov-18</b>	<b>Dec-18</b>	<b>Total</b>
<b>Billing Units</b>													
Demand (kW) (15 minute)	28,000	26,324	23,284	23,040	28,464	26,732	27,988	29,960	24,428	21,484	24,260	25,248	309,212
Coincident Peak (60 Minute) prior month	27,362	26,325	25,465	20,956	22,708	24,906	26,545	27,011	29,583	22,146	19,646	22,417	295,070
Energy (kWh)	16,104,840	14,088,000	13,698,400	12,598,560	12,377,840	12,671,200	14,388,280	14,053,240	12,089,880	12,669,920	13,683,680	14,494,720	162,918,560
<b>Subtotal Monthly Electric Billing</b>	<b>\$1,008,276.39</b>	<b>\$929,069.32</b>	<b>\$857,969.31</b>	<b>\$815,103.88</b>	<b>\$887,512.86</b>	<b>\$905,085.72</b>	<b>\$1,015,563.63</b>	<b>\$1,082,068.24</b>	<b>\$968,467.12</b>	<b>\$855,712.32</b>	<b>\$893,553.43</b>	<b>\$950,411.28</b>	<b>\$11,168,793.50</b>
<b>Total Electric billing</b>	<b>\$1,008,276.39</b>	<b>\$929,069.32</b>	<b>\$857,969.31</b>	<b>\$815,103.88</b>	<b>\$887,512.86</b>	<b>\$905,085.72</b>	<b>\$1,015,563.63</b>	<b>\$1,082,068.24</b>	<b>\$968,467.12</b>	<b>\$855,712.32</b>	<b>\$893,553.43</b>	<b>\$950,411.28</b>	<b>\$11,168,793.50</b>
<b>Effective Electric Rate (¢/kWh)-2018</b>	<b>6.26</b>	<b>6.59</b>	<b>6.26</b>	<b>6.47</b>	<b>7.17</b>	<b>7.14</b>	<b>7.06</b>	<b>7.70</b>	<b>8.01</b>	<b>6.75</b>	<b>6.53</b>	<b>6.56</b>	<b>6.86</b>
<b>2019</b>	<b>Jan-19</b>	<b>Feb-19</b>	<b>Mar-19</b>	<b>Apr-19</b>	<b>May-19</b>	<b>Jun-19</b>	<b>Jul-19</b>	<b>Aug-19</b>	<b>Sep-19</b>	<b>Oct-19</b>	<b>Nov-19</b>	<b>Dec-19</b>	<b>Total</b>
<b>Billing Units</b>													
Demand (kW) (15 minute)	28,452	26,204	24,420	21,872	21,656	24,392	29,488	27,460	23,224	21,744	24,352	26,296	299,560
Coincident Peak (60 Minute) prior month	23,154	27,522	24,462	24,218	21,047	16,833	20,816	27,001	26,166	20,057	20,208	24,268	275,752
Energy (kWh)	15,812,960	13,941,120	13,717,120	11,958,440	11,673,240	11,762,160	14,229,320	13,165,240	11,707,120	12,512,280	13,385,120	14,791,920	158,656,040
<b>Subtotal Monthly Electric Billing</b>	<b>\$1,053,751.23</b>	<b>\$1,010,360.57</b>	<b>\$981,822.62</b>	<b>\$889,235.62</b>	<b>\$808,349.83</b>	<b>\$807,740.69</b>	<b>\$1,029,100.82</b>	<b>\$1,105,540.11</b>	<b>\$894,440.27</b>	<b>\$804,293.15</b>	<b>\$846,922.55</b>	<b>\$979,651.63</b>	<b>\$11,211,209.09</b>
<b>Total Electric billing</b>	<b>\$1,053,751.23</b>	<b>\$1,010,360.57</b>	<b>\$981,822.62</b>	<b>\$889,235.62</b>	<b>\$808,349.83</b>	<b>\$807,740.69</b>	<b>\$1,029,100.82</b>	<b>\$1,105,540.11</b>	<b>\$894,440.27</b>	<b>\$804,293.15</b>	<b>\$846,922.55</b>	<b>\$979,651.63</b>	<b>\$11,211,209.09</b>
<b>Effective Electric Rate (¢/kWh)-2019</b>	<b>6.66</b>	<b>7.25</b>	<b>7.16</b>	<b>7.44</b>	<b>6.92</b>	<b>6.87</b>	<b>7.23</b>	<b>8.40</b>	<b>7.64</b>	<b>6.43</b>	<b>6.33</b>	<b>6.62</b>	<b>7.07</b>
<b>2020</b>	<b>Jan-20</b>	<b>Feb-20</b>	<b>Mar-20</b>	<b>Apr-20</b>	<b>May-20</b>	<b>Jun-20</b>	<b>Jul-20</b>	<b>Aug-20</b>	<b>Sep-20</b>	<b>Oct-20</b>	<b>Nov-20</b>	<b>Dec-20</b>	<b>Total</b>
<b>Billing Units</b>													
Demand (kW) (15 minute)	25,820	26,084	22,276	20,208	21,304	28,076	30,004	27,396	22,248	22,120	23,148	24,920	293,604
Coincident Peak (60 Minute) prior month	21,256	25,165	24,794	20,160	19,622	16,126	25,732	26,890	23,642	21,458	20,745	22,348	267,938
Energy (kWh)	14,953,360	13,748,200	13,045,600	11,386,520	10,930,160	12,166,160	14,493,320	13,814,240	11,815,720	12,889,520	12,731,240	14,505,080	156,479,120
<b>Subtotal Monthly Electric Billing</b>	<b>\$932,922.78</b>	<b>\$927,593.49</b>	<b>\$818,790.19</b>	<b>\$715,990.86</b>	<b>\$707,281.69</b>	<b>\$886,022.04</b>	<b>\$1,130,010.36</b>	<b>\$1,116,334.81</b>	<b>\$939,205.78</b>	<b>\$938,660.49</b>	<b>\$948,252.06</b>	<b>\$1,009,194.27</b>	<b>\$11,070,258.82</b>
<b>Total Electric billing</b>	<b>\$932,922.78</b>	<b>\$927,593.49</b>	<b>\$818,790.19</b>	<b>\$715,990.86</b>	<b>\$707,281.69</b>	<b>\$886,022.04</b>	<b>\$1,130,010.36</b>	<b>\$1,116,334.81</b>	<b>\$939,205.78</b>	<b>\$938,660.49</b>	<b>\$948,252.06</b>	<b>\$1,009,194.27</b>	<b>\$11,070,258.82</b>
<b>Effective Electric Rate (¢/kWh)-2020</b>	<b>6.24</b>	<b>6.75</b>	<b>6.28</b>	<b>6.29</b>	<b>6.47</b>	<b>7.28</b>	<b>7.80</b>	<b>8.08</b>	<b>7.95</b>	<b>7.28</b>	<b>7.45</b>	<b>6.96</b>	<b>7.07</b>
<b>2021</b>	<b>Jan-21</b>	<b>Feb-21</b>	<b>Mar-21</b>	<b>Apr-21</b>	<b>May-21</b>	<b>Jun-21</b>	<b>Jul-21</b>	<b>Aug-21</b>	<b>Sep-21</b>	<b>Oct-21</b>	<b>Nov-21</b>	<b>Dec-21</b>	<b>Total</b>
<b>Billing Units</b>													
Demand (kW) (15 minute)	25,636	26,356	23,096	20,772	23,324	31,612	30,680	31,868	23,328	20,976	23,744	26,604	307,996
Coincident Peak (60 Minute) prior month	24,253	23,581	23,739	22,516	19,668	22,060	27,914	30,278	29,493	21,511	19,391	23,134	287,538
Energy (kWh)	14,643,440	14,049,560	12,777,080	11,519,360	11,660,800	13,964,280	14,577,280	14,363,280	11,954,200	12,060,640	12,846,960	14,913,560	159,330,440
<b>Subtotal Monthly Electric Billing</b>	<b>\$1,033,429.16</b>	<b>\$1,091,838.91</b>	<b>\$1,046,931.68</b>	<b>\$890,678.46</b>	<b>\$1,023,473.14</b>	<b>\$1,156,008.87</b>	<b>\$1,197,489.46</b>	<b>\$1,365,627.60</b>	<b>\$1,167,346.60</b>	<b>\$1,084,534.18</b>	<b>\$1,195,228.82</b>	<b>\$1,351,725.49</b>	<b>\$13,604,312.37</b>
<b>Total Electric billing</b>	<b>\$1,033,429.16</b>	<b>\$1,091,838.91</b>	<b>\$1,046,931.68</b>	<b>\$890,678.46</b>	<b>\$1,023,473.14</b>	<b>\$1,156,008.87</b>	<b>\$1,197,489.46</b>	<b>\$1,365,627.60</b>	<b>\$1,167,346.60</b>	<b>\$1,084,534.18</b>	<b>\$1,195,228.82</b>	<b>\$1,351,725.49</b>	<b>\$13,604,312.37</b>
<b>Effective Electric Rate (¢/kWh)-2021</b>	<b>7.06</b>	<b>7.77</b>	<b>8.19</b>	<b>7.73</b>	<b>8.78</b>	<b>8.28</b>	<b>8.21</b>	<b>9.51</b>	<b>9.77</b>	<b>8.99</b>	<b>9.30</b>	<b>9.06</b>	<b>8.54</b>



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

**AGENDA DATE:** January 11, 2022

**AGENDA ITEM:** Consider a motion to approve an increase in the fixed asset capitalization amount from \$1,000 to \$5,000 effective January 1, 2022.

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

### **BACKGROUND:**

The Grand Rapids Public Utilities has used a \$1,000 threshold to capitalize a fixed (capital) asset for many years.

Capital assets are defined as land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single financial reporting period.

As a practical application of the materiality principle, not all tangible capital-type items with useful lives extending beyond a single reporting period are required to be reported as a capital asset. Items of small monetary value are properly reported as an “expense” in the period in which they are acquired.

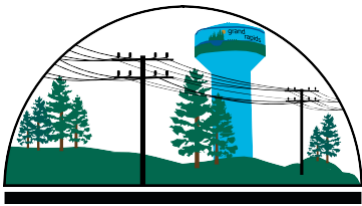
The monetary criterion used to determine whether a given asset should be reported as a capital asset is known as the capitalization threshold. Over time inflation takes effect and governmental units must determine the financial cut-off that designates a capital asset.

The Government Finance Officer Association (GFOA) best practices for capitalization thresholds for capital assets were part of my review and recommendation process.

After conversations internally with the management team and externally with the independent auditors I recommend the Grand Rapids Public Utilities threshold to capitalize a fixed asset is increased from \$1,000 to \$5,000 starting January 1, 2022.

### **RECOMMENDATION:**

Consider a motion to approve an increase in the Grand Rapids Public Utilities fixed asset capitalization threshold from \$1,000 to \$5,000 starting January 1, 2022.



GRAND RAPIDS  
PUBLIC UTILITIES

*Service is Our Nature*

Item 13.

500 SE Fourth Street • Grand Rapids, Minnesota 55744

## ELECTRIC DEPARTMENT MONTHLY REPORT January 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**

- The attached eReliability report shows that we had 4 outages during the month.

### **Projects Performed Last Month**

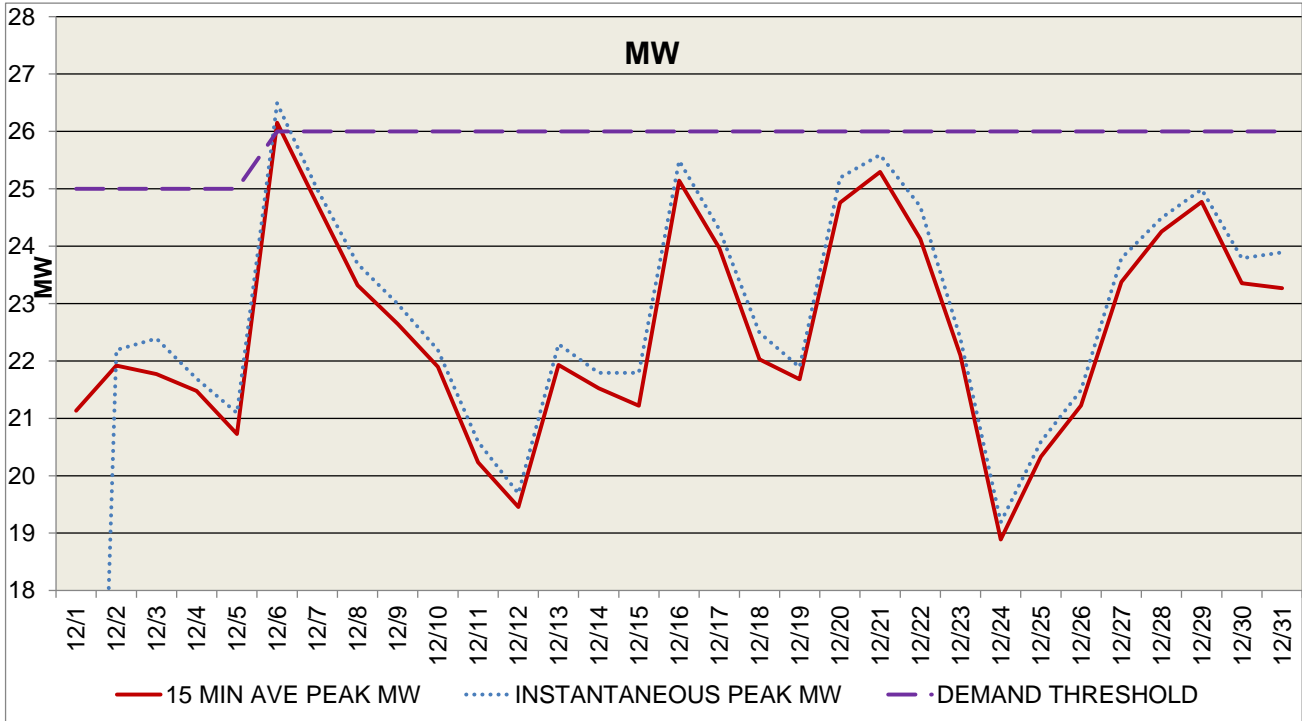
- Tripsaver recloser installation
- Policy/procedure work
- AMI Gateway conversion from 3G to 4G network

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

- 2022 security light change-out, conversion to LED
- 2022 project preparation
- Solar plus Battery Storage project
  - Working through equipment delivery and certification delays
  - Battery delivery tentatively planned for end of January
  - Waiting on battery UL certification – expected February 1st
  - First test energy and anti-islanding test – February 1st
  - Solar and battery testing – beginning of February
  - System commissioning – mid February

GRAND RAPIDS PUBLIC UTILITIES COMMISSION				
DECEMBER 2021 LOAD MANAGEMENT SYSTEM REPORT				
Dec-21	INST PK MW	15 MIN AVE PK MW	MW DEMAND THRESHOLD	CONTROLLED DAYS
Minimum	18.95	18.89	25.00	
Maximum	26.49	26.15	26.00	
Average	22.20	22.54	25.84	
Total				1

Savings due to active load management system for month of December 2021 estimated at \$22,920



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION

### DAILY POWER USAGE

Dec-21	INST PK MW	15 MIN AVE PK MW	MW DEMAND THRESHOLD	CONTROLLED DAYS
12/1	0.20	21.13	25.00	-3.9
12/2	22.19	21.92	25.00	-3.1
12/3	22.39	21.77	25.00	-3.2
12/4	21.69	21.48	25.00	-3.5
12/5	21.09	20.73	25.00	-4.3
12/6	26.49	26.15	26.00	0.2
12/7	24.99	24.73	26.00	-1.3
12/8	23.69	23.32	26.00	-2.7
12/9	22.99	22.64	26.00	-3.4
12/10	22.19	21.90	26.00	-4.1
12/11	20.59	20.23	26.00	-5.8
12/12	19.69	19.45	26.00	-6.5
12/13	22.29	21.93	26.00	-4.1
12/14	21.79	21.53	26.00	-4.5
12/15	21.79	21.22	26.00	-4.8
12/16	25.49	25.14	26.00	-0.9
12/17	24.29	23.97	26.00	-2.0
12/18	22.49	22.03	26.00	-4.0
12/19	21.89	21.68	26.00	-4.3
12/20	25.19	24.76	26.00	-1.2
12/21	25.59	25.29	26.00	-0.7
12/22	24.69	24.13	26.00	-1.9
12/23	22.39	22.10	26.00	-3.9
12/24	19.19	18.89	26.00	-7.1
12/25	20.59	20.33	26.00	-5.7
12/26	21.49	21.22	26.00	-4.8
12/27	23.79	23.38	26.00	-2.6
12/28	24.49	24.25	26.00	-1.7
12/29	24.99	24.77	26.00	-1.2
12/30	23.79	23.36	26.00	-2.6
12/31	23.89	23.27	26.00	-2.7
Minimum	0.20	18.89	25.00	
Maximum	26.49	26.15	26.00	
Average	22.20	22.54	25.84	
Total				1
		Peak Demand Day		Controlled Day



# Monthly Report - Grand Rapids Public Utilities Commission

# Grand Rapids Public Utilities Commission

<b>Year</b> 2021	<b>Minimum duration</b> 	<b>Substation</b> -----
<b>Month</b> 12 - December	<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	Dec 2021	Dec 2020
SAIDI	6.68	0.109
SAIFI	0.0597	0.000133
CAIDI	111.879	822
ASAI	99.9845%	99.9997%
Momentary Interruptions	0	0
Sustained Interruptions	4	1

## Circuit Ranking - Worst Performing

## Ranked by Outage Count

Circuit	Substation	Number of Outages
Feeder 320	Main Substation	2
Feeder 328	Main Substation	1
FEEDER 329	TIOGA SUBSTATION	1

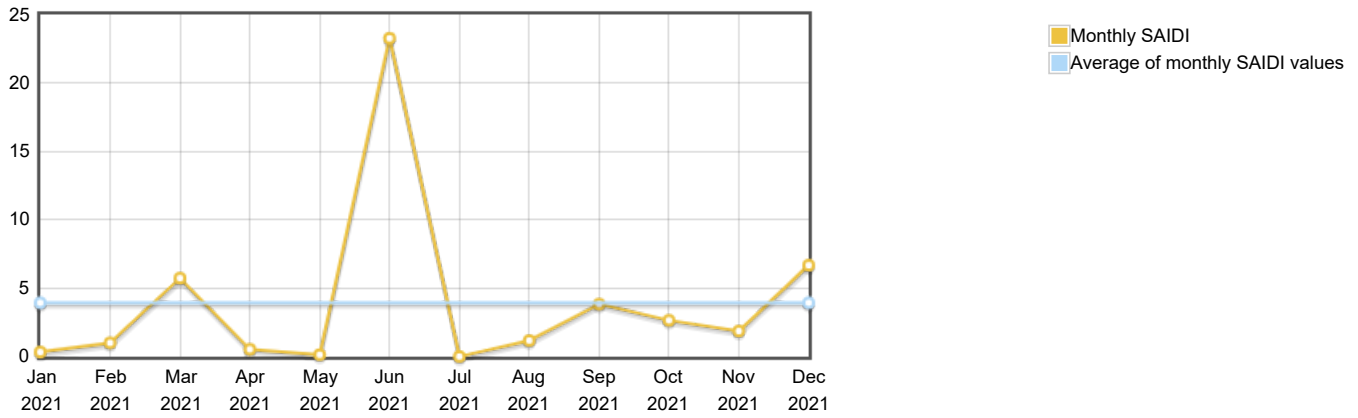
## Ranked by Customer Interruptions

Circuit	Substation	Customer Interruptions
FEEDER 329	TIOGA SUBSTATION	378
Feeder 328	Main Substation	68
Feeder 320	Main Substation	2

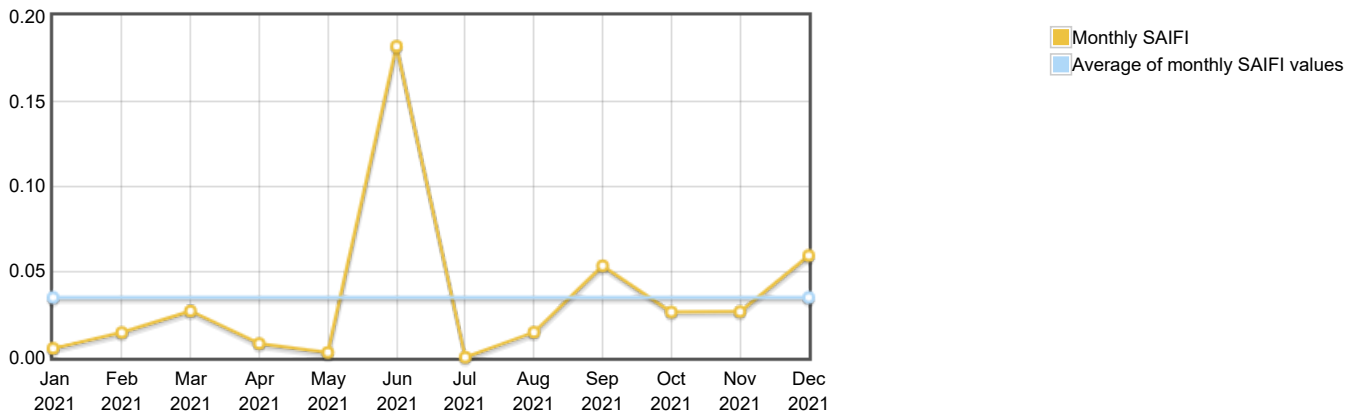
## Ranked by Customer Minutes of Duration

Circuit	Substation	Customer Minutes of Duration
FEEDER 329	TIOGA SUBSTATION	34,020
Feeder 328	Main Substation	15,980
Feeder 320	Main Substation	122

Historical Monthly SAIDI Chart



Historical Monthly SAIFI Chart



Causes Ranked by Count



Cause	Count
Electrical Failure	2
Tree	1
Overloaded	1

Causes Ranked by Duration



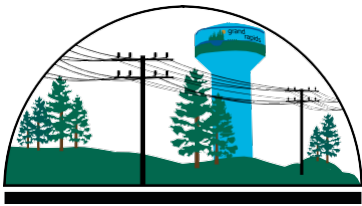
Cause	Duration
Tree	34,020
Overloaded	15,980
Electrical Failure	122

Top 4 Outages for the Month

Address	Customers Interrupted	Duration	Customer Minutes of Interruption	Cause	Start Date
ISLE VIEW RD WO# 184341	378	90	34,020	Tree	12/16/2021
DAVIS RD WO# 184340	68	235	15,980	Overloaded circuit	12/07/2021
1611 SE 7th AVE WO# 184690	1	62	62	Bad underground	12/29/2021
20316 CRY SP LP WO# 184689	1	60	60	Bad connection	12/28/2021

Total Customers Affected for the Month:	<b>448</b>
Average Customers Affected per Outage:	<b>112</b>





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

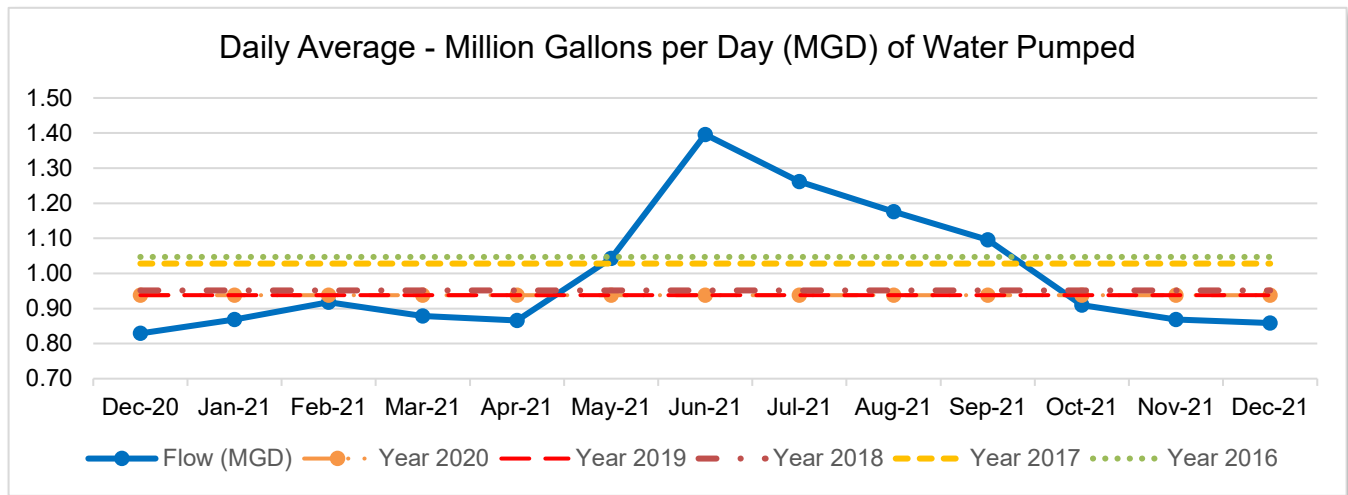
### Safety

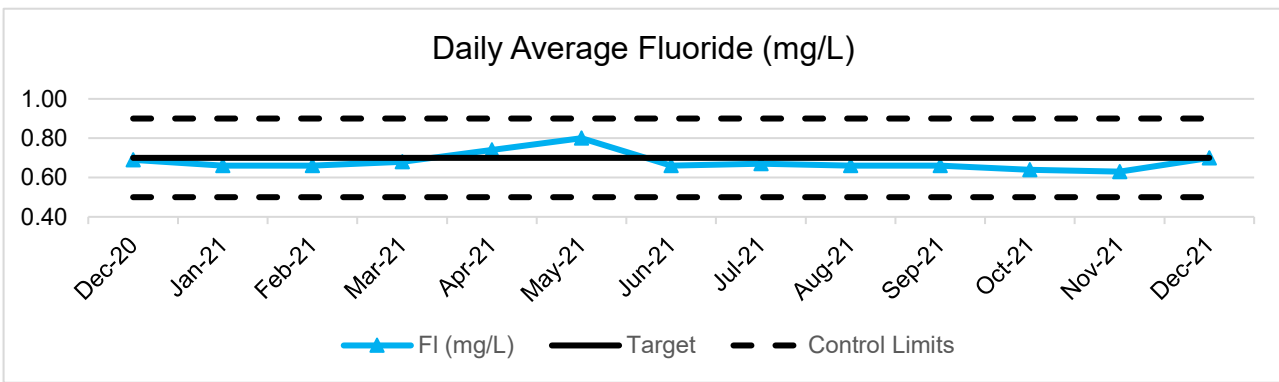
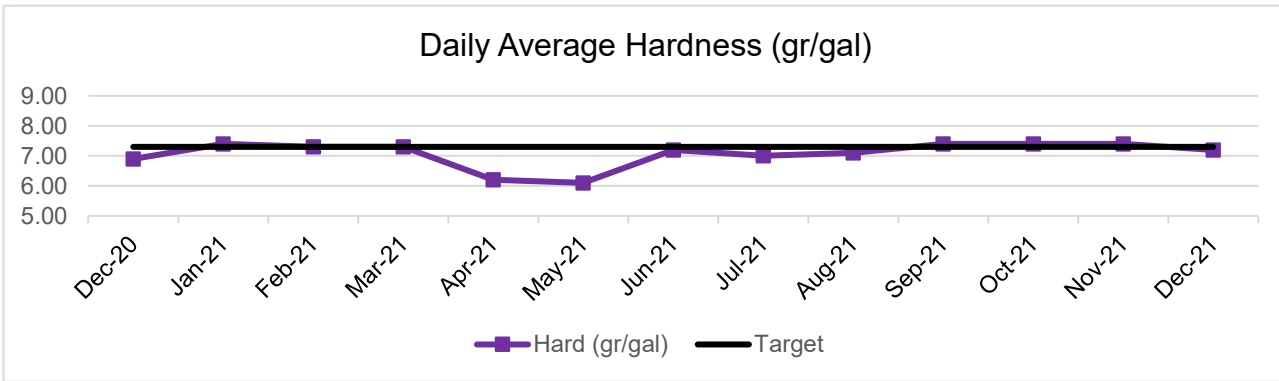
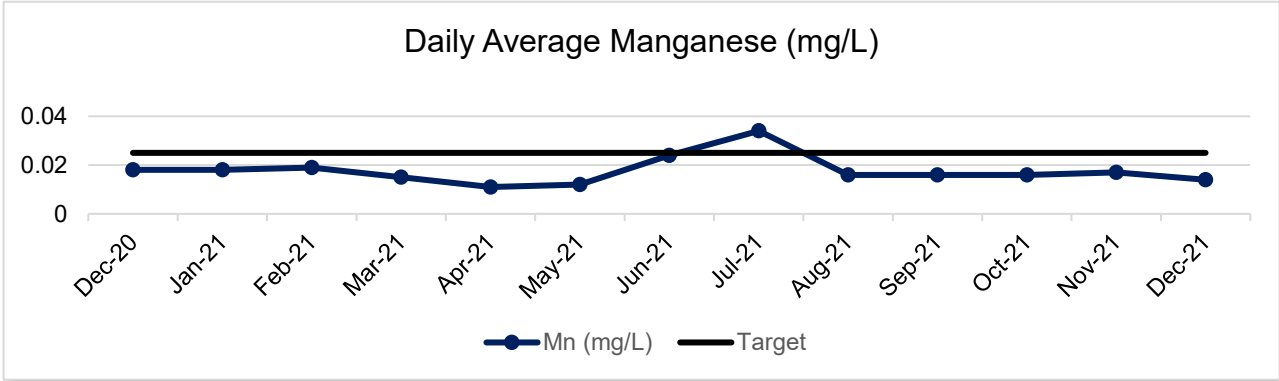
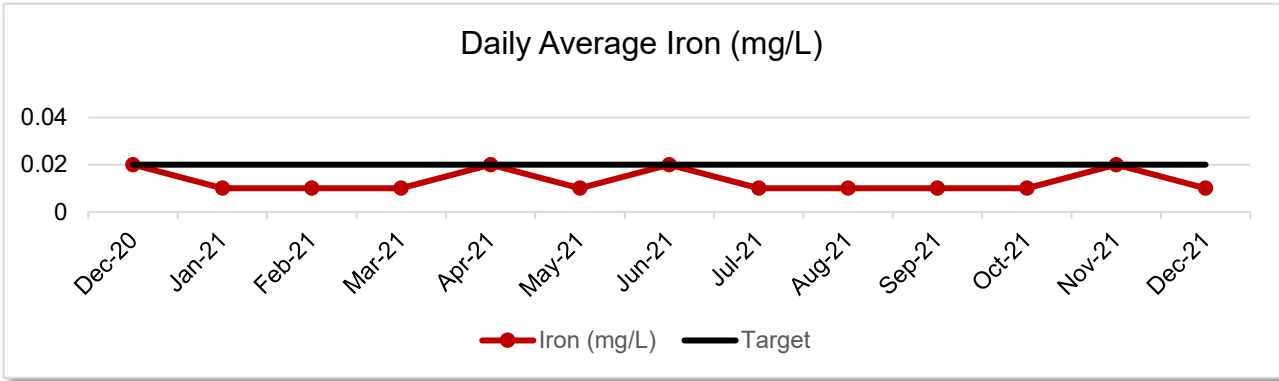
There were no OSHA recordable accidents last month.

### WTP Operations

The water plant pumped an average of 0.86 million gallons of water per day (MGD) with a peak of 1.02 million gallons during last month.

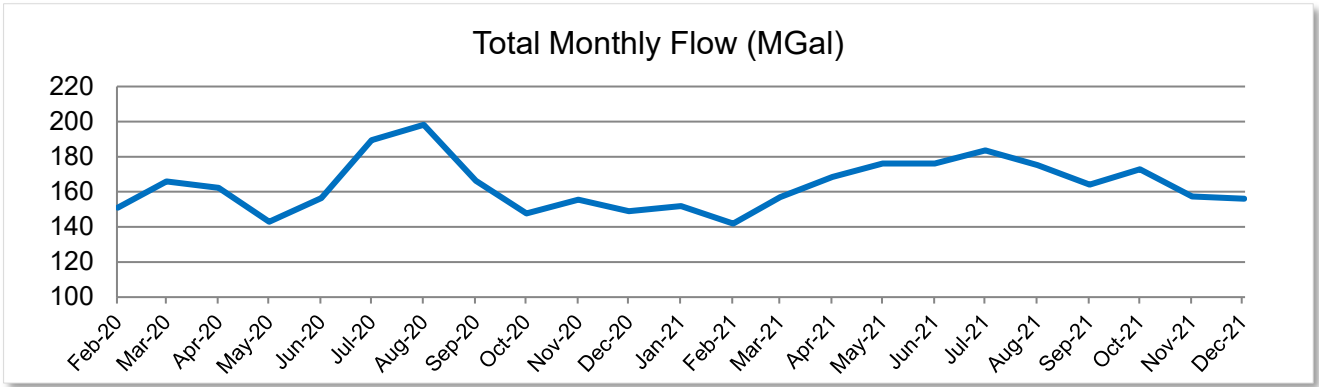
Water main break near Ace Hardware – lost 50,000 gallons



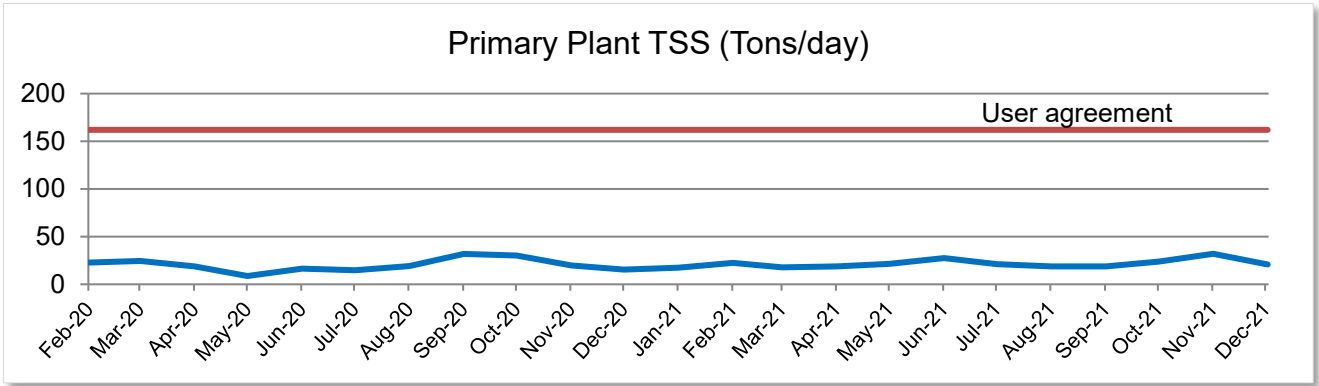


## WWTP Operations

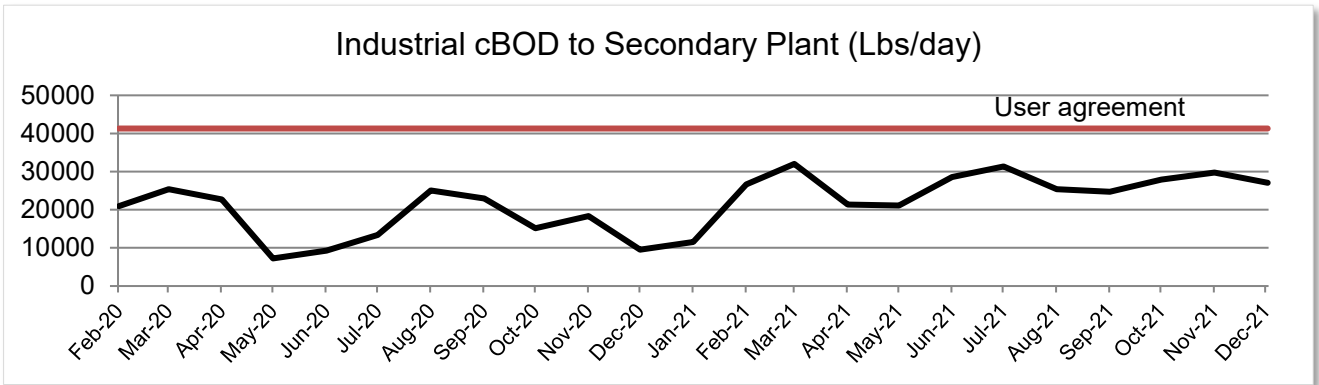
The Wastewater Treatment Plant (WWTP) met all National Pollutant Discharge Elimination System (NPDES) permit requirements last month. We treated 156 million gallons of water removing 99.5% of the Total Suspended Solids (TSS) and 96.8% Biochemical Oxygen Demand (cBOD).



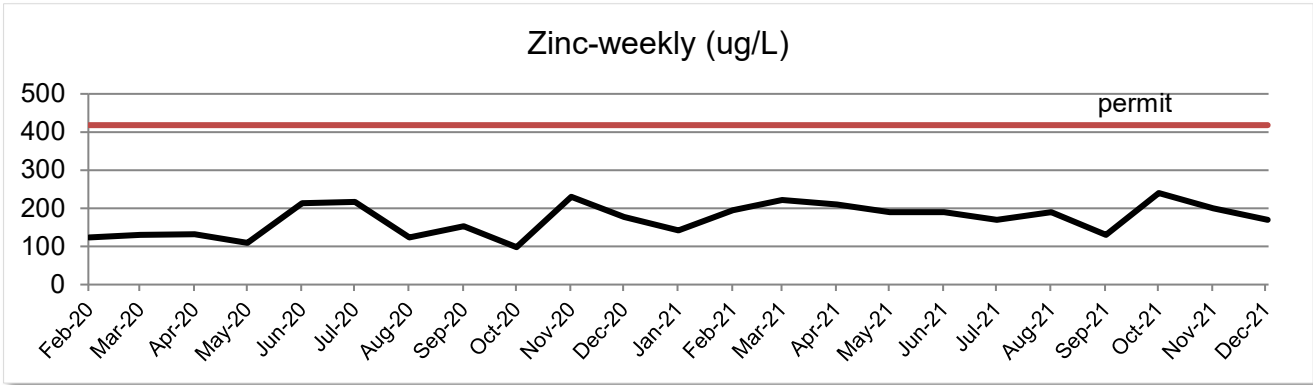
	Design Limits (monthly AVG)	Actual Results
<b>Primary Plant</b>		
Flow (MGD)	13.25	3.9
TSS (Tons/day)	162	20.8
TSS Peak (Tons/Day)	284	51.6



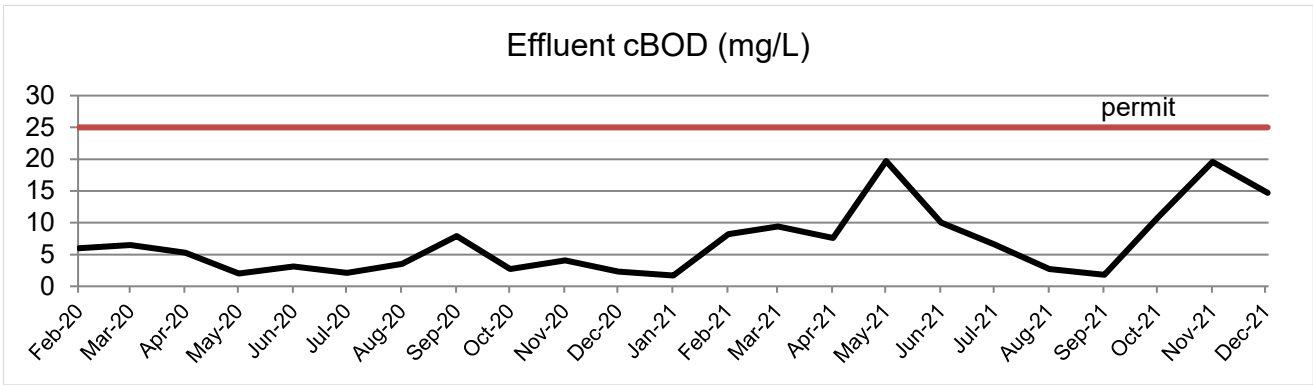
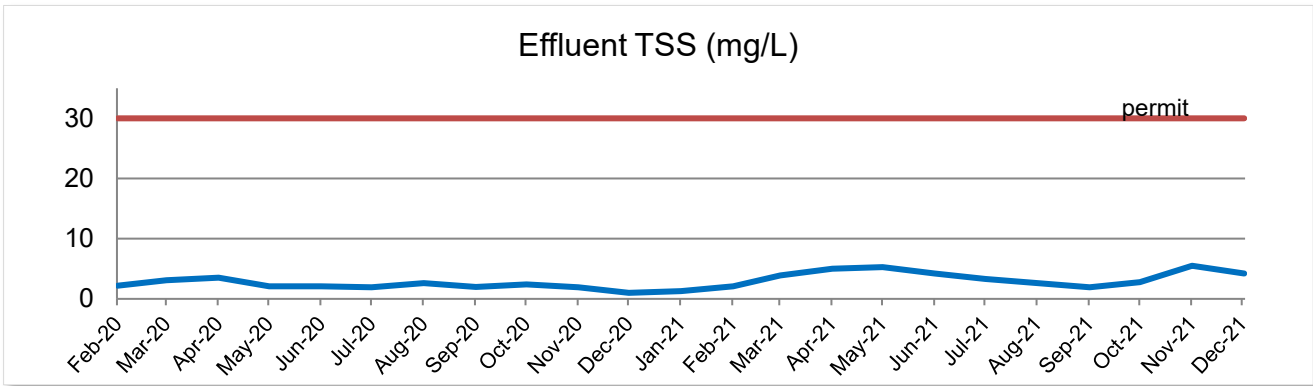
	Design Limits (monthly AVG)	Actual Results
<b>Secondary Plant</b>		
Flow (MGD)	15.25	5.0
cBOD (lbs/Day)	41,300	27,777
Peak cBOD (lbs/Day)	57,350	42,073
Zinc-weekly (ug/L)	418	170
% GRPUC		24.3%





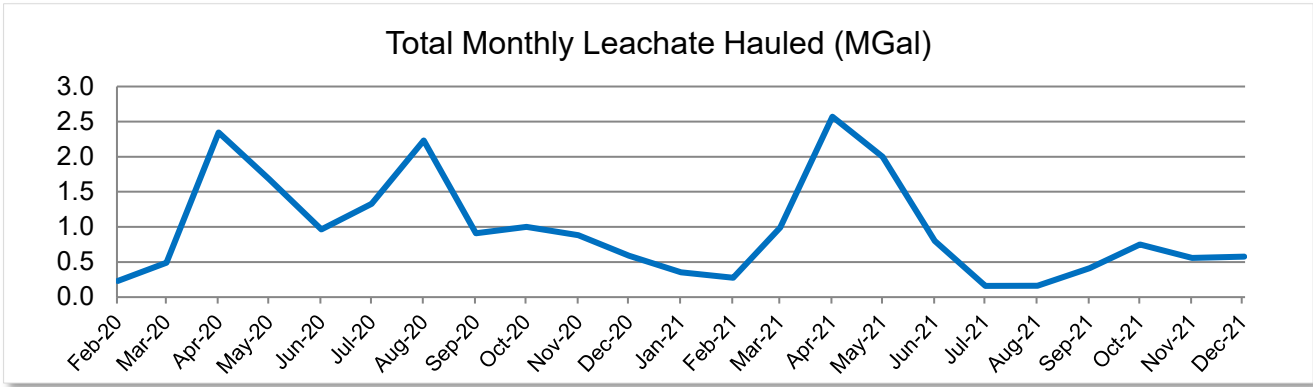


	Permit Limits (monthly AVG)	Actual Results
<u>Effluent</u>		
TSS (mg/L) – monthly average	30	5.5
cBOD (mg/L) – monthly average	25	19.6
Dissolved Oxygen (mg/L)	>1.0	5.1



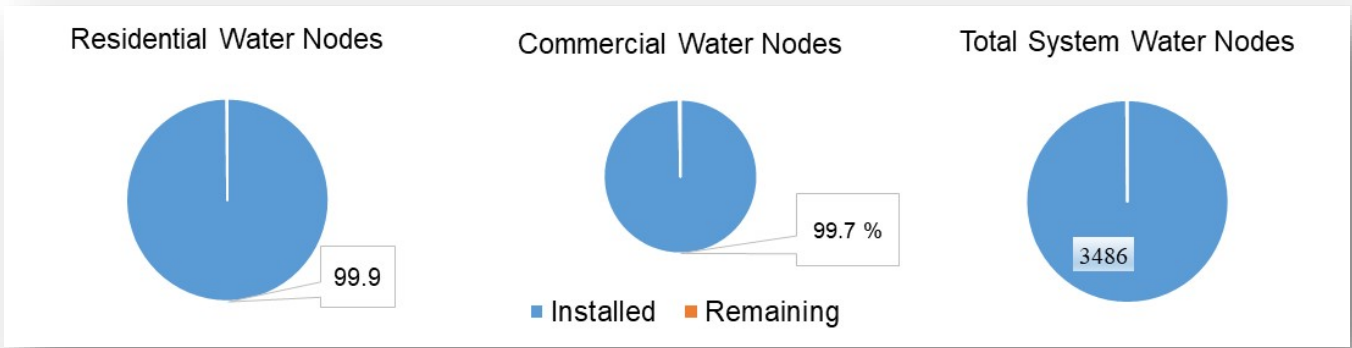
### Sludge Landfill Operations

- 0.58 million gallons of leachate were hauled last month
- 4,860 cubic yards of sludge solids were hauled to the landfill



**AMI Water Install Last Month**

We installed 1 water nodes and/or meters in residential routes. We currently have 3486 (99%) active water nodes installed in the system.

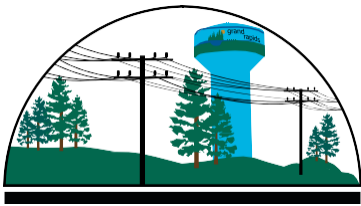


**Projects Performed Last Month**

- Rebuilt the WTP filter backwash pump
- Service center HVAC work
- Rebuilt the WWTP site lift gate

**Projects Scheduled for This Month**

- Install Sumotomo blower at the WTP for filters
- Rebuild of primary sludge pump 1A
- Rebuild 5 hp KSB pump lift station pump



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## **SAFETY REPORT January 2022 Commission Meeting**

### **Safety Topic Last Month**

Lock Out, Tag Out (LOTO) training for electric and water/wastewater employees was held on December 22 with MMUA Safety Coordinator Dave Lundberg. A staff committee will begin a 3-month project later this month to review and update all of the LOTO procedural sheets.

### **Safety Topic This Month**

Safety jeopardy for all employees will be held on January 18 with MMUA Safety Coordinator Dave Lundberg.

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

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

### **Cumulative Accidents for 2021 (final annual numbers)**

Recordable Accidents	1
Lost Time Days 2021	1
Restricted Days 2021	7
First Aid Only (not recordable)	1

Total FROI      2

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

	2017	2018	2019	2020	2021
ADMIN	0	0	0	0	0
BUS SVCS	1	1	4	0	0
ELEC	3	1	1	0	0
W-WW	4	3	5	3	1
TOTAL	8	5	10	3	1