PUBLIC UTILITIES COMMISSION AGENDA

City of Brainerd, Minnesota
BPU Service Center, 8027 Highland Scenic Rd, Commission Room
Tuesday, April 30, 2024 @ 9:00 AM

The public is invited to attend these meetings in person

1. **Call To Order**

2. **Roll Call**

   ___M. Angland ___T. Erickson ___T. Johnson ___M. O'Day ___D.Matten

3. **Pledge of Allegiance**

4. **Approval Of Agenda - Voice Vote**

5. **Consent Calendar**
   NOTICE TO PUBLIC - all matters listed are considered routine by the Commission and will all be enacted by one (1) motion. There will be no separate discussion of these items unless good cause is shown prior to the time the Commission votes on the motion to be ADOPTED BY ROLL CALL

   A. **Approval of Minutes**

   B. **Approval of Bills**

   C. **Approval of Change Order Minger Construction Directional Drilling - Road Access**

6. **Presentation of Tower Award to Todd Wicklund**

7. **Region 5 Grant Presentation Hydro Electric Facility Generation Improvement**

8. **Public Forum**
   Time allocated for citizens to bring matters not on the agenda to the attention of the Commission - Time limits may be imposed

9. **Commission Committee Reports**

   A. **Personnel Committee**

   B. **Finance Committee**

10. **Unfinished Business**

    A. **See attached separate memo regarding updates on unfinished business**

B. **Ratify VCV Crytpo Mining Agreement**

11. **New Business**

A. **Land Grant Purchase - Wellhead Protection**

B. **Joint Wastewater Board Recommendation - Quote for 20-year plan**

C. **Utilities Outside City Limits in Service Area**

D. **Invitation MMUA Interacting on the Issues June 13 5PM - 7PM**

E. **Strike Contingency Plan Work Group Appointment**

F. **Surplus Auction Items**

12. **Staff Reports**
(Verbal: Any Updates since Packet)

A. **City Administrator Report**

B. **Council Liaison Report**

C. **HR Director Report**

D. **Public Utilities Director Report**

E. **Finance Manager Report**

F. **Operations Manager Report**

G. **Water/Wastewater Manager Report**

13. **Commission Member Reports**

14. **Adjourn**
Adjourn to joint council meeting May 6, 2024.

Visit Brainerd Public Utilities website at www.bpu.org

MISSION

"The mission of Brainerd Public Utilities is to provide safe, reliable, environmentally friendly electric, water and sewer services to our customers at the lowest reasonable cost."

BRAINERD PUBLIC UTILITIES
8027 Highland Scenic Rd • P.O. Box 373 • Brainerd, Minnesota 56401
Business Office: 218.829.8726 ■ ***Repair Service:*** 218.829.2193
www.bpu.org

The regular meeting of the Brainerd Public Utilities Commission was held at 9:00 AM on March 26, 2024.

Commission President Matten called the meeting to order at 9:00 AM.

Commission Roll Call

Mike Angland – Present	Mark O'Day – Present
Tad Johnson – Present	Tad Erickson - Present
Dolly Matten – Present	

Utility Staff Present

Public Utilities Director	Todd Wicklund
Operations Manager	Trent Hawkinson
Finance Manager	Danny Loch
Electric Distribution Supervisor	Mitch Lachelt
Recording Secretary	Mandy Selisker

Others in Attendance

City Administrator	Nick Broyles
HR Director	Kris Schubert
Bolton & Menk	Morgan Salo, PE
City Liaison	Jeff Czeczok
Widseth	Bill Westerberg, PE
Lakeland News	

Commissioner Matten opened the meeting with the Pledge of Allegiance.

Approval of Agenda Items

Motion by Commissioner O'Day and seconded by Commissioner Johnson to approve the agenda. There was a unanimous vote in favor of the motion. Motion carried.

Approval of Consent Items

Commissioner Johnson requested the approval of minutes be pulled and added after the consent calendar.

Motion by Commissioner O'Day and seconded by Commissioner Angland to approve the current month's bills, Change Orders received from Minger Construction related to Contaminated Soils and Inadvertant

Return, and Out of State Travel. There was a unanimous roll call vote in favor of the motion. Motion carried.

Approval of Minutes
Commissioner Johnson clarified his motion under New Business for the Hydro Generation Options was a motion to approve the purchase of two Flygt generators not option 1A of Barr's report. Johnson clarified that this would allow further discussion on construction costs to occur with the lead time on the generators.
Motion by Commissioner O'Day and seconded by Commissioner Erickson to approve the minutes from the February 27th, 2024, regular monthly with the requested revision. There was a unanimous vote in favor of the motion. Motion carried.

Public Forum
None

Commission Committee Reports
Commissioner Matten reviewed the current Commissioner committee appointments. Commissioner O'Day requested to switch committees. Commissioner Erickson was appointed to the Personnel committee along with Commissioner O'Day, after no other Commissioners opted to switch committees. Commissioner Angland and Johnson will remain on the Finance committee.

Personnel
None

Finance
Commissioner Johnson reported on meeting to discuss a new policy and procedure manual for the Water Plant as well as a potential consultant for grants.

Unfinished Business - *See board packet for staff memo.*

Approval of Revised Job Descriptions
Commissioner Matten reviewed several supervisory items that were included in the Water/Wastewater Manager job description but not in the Operations Manager's. HR Director Schubert noted the Operations Manager job description was previously under an old format and suggested that Commissioner Matten and HR Director Schubert review potential changes/additions after the meeting.

Commissioner Matten suggested approving and then adding any necessary items to the Operations Manager's.

Commissioner Johnson inquired if all affected staff had the opportunity to review the revisions. Operations Manager Hawkinson stated that he had the opportunity to give input with the caveat that it is difficult to capture all duties within a written job description.

Motion by Commissioner Johnson and seconded by Commissioner O'Day to approve the revised job descriptions. There was a unanimous vote in favor of the motion. Motion carried.

MOU between Brainerd and Baxter

Finance Manager Loch presented the MOU for Pretreatment Delegation. Loch reviewed that the MOU has been reviewed by both Brainerd and Baxter City Councils, the City's attorneys, and the attorney for the MPCA. Once approved by commission, the MOU can be submitted and is due April 1st, 2024.

Motion by Commissioner Johnson and seconded by Commissioner Angland to approve the MOU for Pretreatment Delegation. There was a unanimous vote in favor of the motion. Motion carried.

Commissioner Matten expressed gratitude to Water/Wastewater Manager Gammon for his hard work on the MOU with both cities and councils.

The following unfinished business items were discussed:

Hydro Generation/Automation

Proposal from Barr Engineering was received for design work for the two flygt generators, authorized to be ordered at the March 26th, 2024, regular monthly meeting. The proposal is not to exceed $645,000, which is less than originally anticipated. Barr is looking for formal approval of the agreement.

Motion by Commissioner O'Day and seconded by Commissioner Johnson to approve the design proposal agreement with Barr Engineering for two flygt generators. There was a unanimous vote in favor of the motion. Motion carried.

Lead Service Line (LSL) Inventory Assessment

Finance Manager Loch gave an update on the inventory project highlighting the following:

- LSL Inventory is due in October to identify material of all water lines as lead, galvanized or copper.
- Information is up on BPU's website.
- Correspondence has been mailed to all customers.

Discussion included:

- Commissioner Matten appreciated the website submission and made suggestions on the paper submission form to be consistent with data requested online. City Liaison Czeczok inquired on accepting photos directly from customers and if there was a possibility of fraudulent photos or concern with integrity of submission. Commissioner Matten summarized that staff trust that the submission is accurate. Matten also reiterated that the continued public education as to why this is being done helps with understanding of the project. Operations Manager Hawkinson stated that photos are not required, and the residents can self-report.
- Hawkinson provided an update of current inventory status.
    - BPU side: Inventory is 84% complete, with 2 lines identified as lead, 66 galvanized, and 4,926 conforming.
    - Property Owner Side: Roughly 30% complete, with 9 lines identified as lead, 238 galvanized, and 1,924 conforming.

        - Non-responders will be reported to the State as an N/A.
    - Out of the 4,325 water mains, BPU has currently identified 207 smaller (2'' or less) service mains, which will need to eventually be replace with a 4'' or larger main if it has a galvanized or lead line attached to it. These will eventually become a 4'' or 6'' main, which are large projects for BPU.
- Commissioner Angland inquired about a timeline to replace lines. Hawkinson reported 10 years to replace but the current deadline to complete the inventory is October 16th, 2024. After that deadline, there is 30 days to notify property owners of the identified lead or galvanized lines. Following that notification will be a planning step for replacement. There will likely be funding opportunities for the replacement of customer lines through PFA loans and grants, and possibly some funding for BPU's main replacements. More details on this will come once the state has a plan for allocating funding. Commissioner Matten inquired how BPU requests funding. Hawkinson explained that the State will determine how the funds will be allocated after the inventory is completed. Commissioner Matten reiterated that this would then be beneficial for homeowners to report their line materials to eventually be eligible for funding. Hawkinson confirmed yes, and unknowns will eventually need to be reported, so having that up front would be easier, and potentially more beneficial to the property owners.

Corrosion Control Plan to MN Department of Health

Commissioner Matten encouraged all to view the video put together by Bolton & Menk regarding the Corrosion Control Plan. This is posted on BPU's website under Services – Water – Copper in your Drinking Water.

Purchase of Roberts Property

Public Utilities Director Wicklund reported that there is a purchase agreement working through the signature process between the Roberts and City and should be completed in the next few days.

Credit Card Transaction Fees

Finance Manager Loch provided an update: Ongoing meetings have been occurring internally and updates provided to the BPU Commission Finance Committee. The current setup is with Tyler Payments and Global Payments. Staff are looking into getting reduced utility rates with them and the possibility to recoup the excess fees over the last few years. Additional quotes are being obtained from several other processors. Options being explored have indicated a rough estimate of potential savings ranging from 40-70%. Global payments presented a 21% decrease in their current fees. Further update to be included at the April meeting.

Crypto Mining Activity

Public Utilities Director Wicklund provided an update regarding the VCV contract: There is an upcoming meeting with the attorney to work on drafting a revised agreement. Final approval will be done through the Commission.

New Business

Authorize Funding for Public Utilities Director Executive Search

HR Director Schubert presented a summary of Public Utilities Director search, current status, the work group's recommendation to retain GMP Consultants, potential grant opportunity and designation of Patrick Wussow as the Interim Public Utilities Director.

The current request to the BPU Commission is to consider authorizing funding the Public Utilities Director Executive Search with GMP Consultants, estimated at approximately $24,000.

Discussion included:

- Commissioner O'Day spoke about the last work group meeting that occurred after reviewing applicants. O'Day stated that he would like to hire Operations Manager Hawkinson, who applied. O'Day mentioned that he wasn't in the majority and shortly after the discussion, a proposal for hiring a consultant and hiring Patrick Wussow as the interim was brought up. O'Day eluded that it appeared all the work was done ahead of time, whereas O'Day mentioned he would like a couple days to consider options, however, actions via the committee majority kept moving forward. O'Day stated that he is not in favor of any of the recommendations. O'Day also mentioned that he believes the work group members are not a fair representation of the utilities needs and the work group should consist of two council members, two commission members, and the City Administrator.
- Commissioner Erickson inquired if the City Council action was to send approval to the BPU Commission for the search or authorizing payment. HR Director Schubert clarified that it was for payment of the consultant fee and further explained that since the Charter changed, the City Council now oversees all hiring for the Public Utilities employees and further that the Employee Policy Manual now reads that a work group will be formed when a department head level position is filled at the Public Utilities department, and will consist with up to 2 BPU Commission members.
- Commissioner Matten stated that while it is a department expense, with the now additional responsibility of City Council, she feels that there needs to be a shared expense.
- Commissioner Johnson noted that he was unsure if it is worth discussing as the BPU Commission has no authority to do anything other than authorize funding. Discussing the inadequacies of the process does nothing positive or negative.
- Commissioner Angland said that he was unaware of the candidates outside of Operations Manager Hawkinson. However, in reviewing the ideal candidate's qualifications as presented in the proposal from GMP consultants, Hawkinson checks off a lot of those boxes. In addition, having experience working with mutual clients that Hawkinson works with and collaborating with Hawkinson on public outreach, he is a great ambassador. Commissioner Angland stated that it is disheartening and feels like BPU has a leader and great candidate. Commissioner Angland respects Commissioner O'Day's request to come off the personnel committee but unsure of the value that any BPU Commissioner being on this committee brings.

Commissioner Matten directed the Commission back to the request of funding the fee for GMP Consultants either partially, fully, or not at all. That discussion included:

- Commissioner Angland noted that if the BPU Commission has no authority, through the Charter, to have any authority for hiring staff that wouldn't be a cost of the Commission.
- Commissioner Johnson alternatively noted that BPU does pay for all employee costs for BPU, and this would be an employee cost.
- City Administrator Broyles stated that he needs to operate within the constraints of the charter, statues, policy, and the direction of the council. The process according to the charter played out the way it should have but noted the voice of the Commission will be heard.

Motion by Commissioner O'Day and seconded by Commissioner Angland to not approve funding the Public Utilities Director Executive search from GMP Consultants. Commissioners O'Day and Angland voted aye in favor of the motion with Commissioners Johnson, Erickson, and Matten voting nay. Motion failed.

Motion by Commissioner Erickson and seconded by Commissioner Johnson to approve funding the full cost for the Public Utilities Director Executive search from GMP Consultants. There was a roll call vote with Commissioners Johnson and Erickson voting in favor of the motion and Commissioners O'Day, Angland, and Matten voting opposed. Motion failed.

Commissioner Matten noted that she thinks the Commission should pay half due to the City Charter change and the now dual ability to hire employees. Commissioner Johnson noted that the reason for his vote to pay the entire fee is due to the recent discussion of the City Administrators salary, and if we are saying the city needs to share this cost, this allows for potential future discussions of shared costs. Commissioner Matten agreed and changed her vote in favor of the motion.

Commissioner Matten stated she wanted to change her vote to be in favor of the motion to approve funding the full cost for the Public Utilities Director Executive search from GMP Consultants.

Motion by Commissioner Erickson and seconded by Commissioner Johnson to approve funding the full cost for the Public Utilities Director Executive search from GMP Consultants. There was a roll call vote with Commissioners Johnson, Erickson, and Matten voting in favor of the motion and Commissioners O'Day, Angland, and Matten voting opposed. Motion passed.

Commissioner Matten wanted to clarify that the consultant was on board with the grant funding through Sourcewell. HR Director Schubert clarified that the proposal shows 3 different installments, however, after the proposal was received, Schubert stated she reached out to GMP Consultants and they agreed to delay the billing for the professional fees ($15,000) until after the 07/01/2024 date required for the eligibility of the grant through Sourcewell. As far as the reimbursable consultant fees to come to the city, they asked that those are paid as incurred, so some of those may occur prior to the 07/01/2024 date and would not be grant eligible.

Commissioner Johnson made a statement noting that BPU has been through a lot in the last couple years, and it shows that BPU is resilient and good with change and whatever comes out of this, BPU is going to

be good and has an awesome team. Johnson reiterated that the team would persevere, regardless of the outcome.

Bolton & Menk Water Plant Operations Manual

Finance Manager Loch reviewed the current operations manual is dated and in working with the Reclamation and Backwash project that the Operations Manual is a critical component to sizing the tanks correctly and the recommendation of staff is to move forward with having Bolton & Menk design and produce a new Operations Manual.

Motion by Commissioner Johnson and seconded by Commissioner Angland to approve the proposal for the Operations Manual designed by Bolton & Menk. There was a unanimous roll call vote in favor of the motion. Motion carried.

Morgan Salo, PE, explained that aside from a full operations manual this is a multi-chapter report that will detail the process, theory, how to run the plant, and the chemical feed calculation. This will continue to be updated as enhancements occur.

Legal Services – Hydro Generation

Finance Manager Loch discussed a referral received to reach out to Flaherty & Hood who has assisted with and been successful in obtaining grants related to Hydro Generation. The proposed consultant fees would be $35,000 to assist with applying for grants with the legislature; this fee covers two legislative sessions. The funding obtained could also cover other potential enhancements to the Hydro that relate to this project.

Motion by Commissioner Johnson and seconded by Commissioner O'Day to approve the proposal for consulting fees from Flaherty & Hood for grant assistance and preparation related to the Hydro Generation project. There was a unanimous vote in favor of the motion. Motion carried.

Surplus Items

Finance Manager Loch presented the items proposed to be listed and sold on the MN Department of Administration Surplus Services Online Auction.

Motion by Commissioner Johnson and seconded by Commissioner O'Day to approve the sale of the surplus items presented. There was a unanimous vote in favor of the motion. Motion carried.

City Administrator Report

City Administrator Broyles echoed and agreed with Commissioner Johnson's comments on all of City staff. City Administrator Broyles stated his commitment to the Commission, City Council, and the citizens is to view everything the city does through one lens, if it is in the best interest of the citizens. The intention is to continue to invest in leadership relationships and is optimistic for the City's future.

City Liaison Report

Czeczok reported on the following: Expressed disappointment in the City policy that he voted to approve, specifically the structure of the work group mentioned by Commissioner O'Day. Czeczok further explained

he believes there is always room for improvement in policy and may propose a change to that structure. Once a policy is set, it is not set in stone and there is always room for improvement. The Public Utilities Director is the second highest position in the city. Czeczok believes the policy was initially intended to do job descriptions and hiring and rather than create a new work group, it continued as it was previously and, in this case, may have been the wrong way to handle the Public Utilities Director position.

Public Utilities Director's Report

Wicklund reported on the following: BPU has been working with Region 5 on several grant opportunities. BPU was awarded a $50,000 grant through Communities Local Energy Action Program (LEAP) through the Department of Energy (DOE). Through this, BPU will work with the National Renewable Energy Laboratory to come up with plans to assist disadvantaged residents. Communities were chosen based on demographics and will be working on helping to improve local environmental conditions. Wicklund will be working on a press release soon.

HR Director's Report – *see board packet for report.*

Managers Reports

Finance Manager's Report – *see board packet for report.*

Loch noted on the following: The Summary Budget report does not reflect all the revenues for the Month of March. Current revenues are up primarily due to the Crypto mining load. In 2023, there were higher expenses due to Magney Construction related to the Water Plant Storage Tanks. 2023 Audit is still ongoing.

Operations Manager Hawkinson reported on the following:

- Electric
  - Airport: Outage caused by a squirrel, starting a pole on fire.
    - Crews worked overnight to restore.
  - Light pole: Down due to winter storm
  - St. Joe's Substation
    - Transformer and Control House is set.
    - Goal is to start commissioning and energizing next week.
  - Main Substation
    - Working on getting to full capacity.
- Water
  - Water main service leak on 1700 block of Oak Street
    - Worked in conjunction with the city to replace.
- Hydro
  - Current flows at 1000 cfs with low flow plan kicking in at 900 cfs.
  - Snow will hopefully help fill some low spots but with the seasonal dryness, it won't help current flows.

Hawkinson inquired on what the Commission would like to see from the monthly reports. It was noted to continue updates on construction projects, outage updates, Hydro updates, and any other projects that

Hawkinson is currently involved in. Commissioner Johnson recommended a written report with verbal updates.

Operations Manager Hawkinson inquired on direction regarding Water Service Connections. With new water service connections and moving forward with lead service line replacements, there is currently vague information on how the costs are handled with interconnections. Direction and potential future policies would lend value for future upcoming projects and replacements and communications related to those.

- An Operations Policy Committee was formed with Commissioner O'Day and Commissioner Angland volunteering. The intention of the Committee is to assist in creating policies and customer communications as related projects arise. Revised policies would still come to the Commission for final approval.

Commission Members – Future Agenda Items
None.

Next Board meeting is scheduled for April 30, 2024.

Adjournment
Motion by Commissioner Johnson and seconded by Commissioner Erickson to adjourn the meeting. Motion carried at 10:10 AM.

_____
Dolly Matten, Commission President

_____
Danny Loch, Finance Manager/Secretary

Board Packet Check Report

Brainerd Public Utilities, MN

By Check Number

Date Range: 03/22/2024 - 04/26/2024

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: AP2-BREMER BANK							
03112	Eptura Inc.		04/16/2024	EFT	0.00	5,035.20	186
INV-23226	Invoice	04/15/2024	LIGHTING EXP.: 02/01/24-01/31/25 (Mana...		0.00	5,035.20	
10095	AEP ONSITE PARTNERS, LLC		04/17/2024	EFT	0.00	87,374.62	187
419-21487764	Invoice	04/16/2024	Invoice Period: 03/01/24-03/31/24		0.00	87,374.62	
00140	AEP ENERGY PARTNERS, INC.		04/19/2024	EFT	0.00	1,451,167.16	188
175-21487658	Invoice	04/17/2024	Invoice Period: 03/01/2024-03/31/2024		0.00	1,451,167.16	
06085	Minger Construction Companies, Inc		03/27/2024	Regular	0.00	-2,376.13	81735
06268	Ryan Churchill		03/27/2024	Regular	0.00	-640.00	81763
06790	NAPA AUTO PARTS BAXTER		03/27/2024	Regular	0.00	-34.00	81796
06790	NAPA AUTO PARTS BAXTER		03/28/2024	Regular	0.00	365.70	81810
685374-Reissue	Invoice	03/28/2024	OIL FILTERS		0.00	110.05	
685508-Reissue	Invoice	03/28/2024	SERPENTINE BELT/ALTERNATOR BEARING...		0.00	167.88	
685564-Reissue	Invoice	03/28/2024	REAR MAIN SEAL SET - FA# 041		0.00	50.22	
686050-Reissue	Invoice	03/28/2024	SWITCH - DIMMER / FA# 041		0.00	10.70	
686469-Reissue	Invoice	03/28/2024	U JOINT - FA #1024		0.00	26.85	
06268	Ryan Churchill		03/28/2024	Regular	0.00	640.00	81811
5529498	Invoice	03/18/2024	WEBSITE SUPPORT / TRAINING: 02/2024		0.00	640.00	
02002	CITY OF BAXTER		04/03/2024	Regular	0.00	1,091.39	81818
007335-000-03/1...	Invoice	04/03/2024	STORMWATER - ACCT# 007335-000		0.00	1,091.39	
03557	FRONTIER ENERGY, INC.		04/03/2024	Regular	0.00	11,138.62	81820
194067	Invoice	04/03/2024	CIP SERVICES - 02/01/24-02/29/24		0.00	11,138.62	
04400	IC SYSTEM, INC.		04/03/2024	Regular	0.00	147.36	81821
N1012982	Invoice	04/03/2024	IC SYSTEM - 1052288 STATEMENT		0.00	147.36	
10006	In Control, Inc.		04/03/2024	Regular	0.00	25,469.80	81822
S-INV01272	Invoice	04/03/2024	HYDRO TAINTER GATE/DESIGN SUBMITTA...		0.00	19,062.80	
S-INV01411	Invoice	04/03/2024	SCADA DEVELOPMENT SERVICES: SCADA ...		0.00	6,407.00	
04555	INTEGRATED PROTECTION SYSTEMS, INC.		04/03/2024	Regular	0.00	5,533.37	81823
81775	Invoice	04/03/2024	ALARM SYSTEM UPGRADE: MAIN LIFT BUI...		0.00	5,149.49	
81776	Invoice	04/03/2024	MAIN LIFT: ALARM MONITORING - JOB 10...		0.00	383.88	
09949	Kathy J Binder		04/03/2024	Regular	0.00	55.00	81824
13184	Invoice	04/03/2024	TOWER AWARD/ENGRAVING: T. WICKLU...		0.00	55.00	
06085	Minger Construction Companies, Inc		04/03/2024	Regular	0.00	20,768.11	81825
03/11/24-PYMT ...	Invoice	04/03/2024	FORCEMAIN RIVER CROSSING: PYMT # 4		0.00	20,768.11	
07335	OFFICE SHOP		04/03/2024	Regular	0.00	3,649.62	81827
1138875-0	Invoice	04/03/2024	OFFICE SUPPLIES: COMMISSIONER NAME ...		0.00	42.90	
1139148-0	Invoice	04/03/2024	OFFICE SUPPLIES		0.00	2.11	
1139148-1	Invoice	04/03/2024	OFFICE SUPPLIES: TONER		0.00	728.56	
1139637-0	Invoice	04/03/2024	OFFICE SUPPLIES: TONER		0.00	208.05	
330899-0	Invoice	04/03/2024	COPIER/PRINTER MAINTENANCE: 17733/1...		0.00	2,668.00	
10144	RAMSTAD TECHNOLOGIES, INC		04/03/2024	Regular	0.00	2,984.00	81828
1746	Invoice	04/03/2024	SCADA FIBER INSTALL/SPLICING: ST. HOSP...		0.00	2,984.00	
10040	TEST-RIGHT, LLC		04/03/2024	Regular	0.00	1,153.78	81829
538	Invoice	04/03/2024	TEST DATE: 02/26/2024: BLANKET/COVER...		0.00	1,153.78	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
09566	UTILITY FINANCIAL SOLUTIONS, LLC		04/03/2024	Regular	0.00	3,332.50	81830
32423UFS	Invoice	04/03/2024	PROGRESS BILLING: 2023 WATER COS FP &..		0.00	1,767.50	
54787UFS	Invoice	04/03/2024	PROGRESS BILLING: 2023 WWT COS FP & ...		0.00	1,565.00	
09735	WATER CONSERVATION SERVICE, INC.		04/03/2024	Regular	0.00	824.39	81831
13920	Invoice	04/03/2024	LEAK LOCATE: 02/29/2024 @ 1709 OAK ST.		0.00	824.39	
09948	WIDSETH SMITH NOLTING & ASSOC., INC		04/03/2024	Regular	0.00	2,955.75	81832
229600	Invoice	04/03/2024	DD FORCEMAIN RIVER CROSSING: SERVIC...		0.00	2,955.75	
00105	ACE HARDWARE-BRAINERD		04/12/2024	Regular	0.00	267.17	81844
322778	Invoice	04/12/2024	Poly Tarps/Landscape Block Adhesive		0.00	137.43	
322915	Invoice	04/12/2024	Flooring Tool		0.00	28.85	
322925	Invoice	04/12/2024	Propane Torch		0.00	57.70	
322931	Invoice	04/12/2024	Trash Can/ Bags		0.00	43.19	
00340	ARAMARK UNIFORM SERVICES		04/12/2024	Regular	0.00	123.18	81845
2530253516	Invoice	04/12/2024	WORK UNIFORMS		0.00	36.15	
2530256061	Invoice	04/12/2024	WORK UNIFORMS		0.00	40.28	
2530258599	Invoice	04/12/2024	WORK UNIFORMS		0.00	46.75	
00692	BATTERIES PLUS # 035		04/12/2024	Regular	0.00	74.80	81846
P71605759	Invoice	04/12/2024	Flourescent Tube Light Bulbs		0.00	74.80	
00735	BEST OIL COMPANY		04/12/2024	Regular	0.00	4,561.02	81847
34352	Invoice	04/12/2024	DIESEL		0.00	820.00	
34353	Invoice	04/12/2024	GAS		0.00	830.00	
34414	Invoice	04/12/2024	DIESEL		0.00	512.50	
34415	Invoice	04/12/2024	GAS		0.00	581.00	
6147	Invoice	04/12/2024	GAS		0.00	805.00	
6148	Invoice	04/12/2024	DIESEL		0.00	453.60	
6149	Invoice	04/12/2024	DIESEL		0.00	558.92	
00982	BRAINERD HYDRAULIC AIR & INDUSTRIAL SUPPI		04/12/2024	Regular	0.00	4,390.78	81848
31226	Invoice	04/12/2024	O-RINGS/BU RING/WIPER/SEALS/U-CUP		0.00	26.27	
31287	Invoice	04/12/2024	FA# 1024		0.00	4,364.51	
02785	DACOTAH PAPER CO		04/12/2024	Regular	0.00	1,531.18	81849
66942	Invoice	04/12/2024	CLEANING/PAPER SUPPLIES		0.00	1,531.18	
03699	GRAINGER		04/12/2024	Regular	0.00	680.15	81850
13969231	Invoice	04/12/2024	SAMPLE CELL/HYDROCHLORIC ACID		0.00	218.05	
9060317758	Invoice	04/12/2024	TOURIQUEST ASSEMBLY		0.00	51.36	
9061834306	Invoice	04/12/2024	GAS REGULATOR		0.00	410.74	
03699	GRAINGER		04/12/2024	Regular	0.00	-680.15	81850
05625	LOCATORS & SUPPLIES, INC.		04/12/2024	Regular	0.00	698.40	81851
0312869-IN	Invoice	04/12/2024	MARKING PAINT/CABLE PULLING LUBE		0.00	698.40	
06266	MINNESOTA VALLEY		04/12/2024	Regular	0.00	2,893.75	81852
1243967	Invoice	04/12/2024	TESTING		0.00	113.00	
1244360	Invoice	04/12/2024	TESTING		0.00	486.00	
1244363	Invoice	04/12/2024	TESTING		0.00	358.00	
1244999	Invoice	04/12/2024	TESTING		0.00	88.00	
1245758	Invoice	04/12/2024	TESTING		0.00	1,004.75	
1246187	Invoice	04/12/2024	TESTING		0.00	358.00	
1246189	Invoice	04/12/2024	TESTING		0.00	486.00	
06790	NAPA AUTO PARTS BAXTER		04/12/2024	Regular	0.00	1,198.45	81853
691246	Invoice	04/12/2024	REMAN TIPM/DEPOSIT - FA# 1026		0.00	904.62	
691525	Invoice	04/12/2024	FLEET PADS		0.00	293.83	
06985	NCL OF WISCONSIN, INC		04/12/2024	Regular	0.00	170.65	81854

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501215	Invoice	04/12/2024	LAB SUPPLIES		0.00	170.65	
00075	A W RESEARCH		04/16/2024	Regular	0.00	3,509.52	81874
61784	Invoice	04/16/2024	WTR TESTING		0.00	626.40	
61788	Invoice	04/16/2024	WWT TESTING		0.00	2,883.12	
00133	AGC NETWORKS, LLC		04/16/2024	Regular	0.00	681.52	81875
9500109387	Invoice	04/16/2024	Remote install of 1 Avaya IPO Soft Console		0.00	681.52	
00820	BOLTON & MENK, INC.		04/16/2024	Regular	0.00	13,569.00	81876
0332787	Invoice	04/16/2024	Brainerd WHPP Part 2: 02/17/24-03/15/24		0.00	2,700.00	
0332788	Invoice	04/16/2024	WTP Asset Inventory: 02/17/24-03/15/24		0.00	663.00	
0332859	Invoice	04/16/2024	WTP Filter Backwash Reclaim: 02/17/24-3...		0.00	10,206.00	
00825	BORDER STATES ELECTRIC		04/16/2024	Regular	0.00	1,146.50	81877
928058110	Invoice	04/16/2024	INV ES0035 BULBS		0.00	699.12	
928058127	Invoice	04/15/2024	INV MISC ELEC HARDWARE		0.00	242.42	
928098516	Invoice	04/16/2024	INV MISC ELEC HARDWARE		0.00	64.26	
928137893	Invoice	04/16/2024	INV MISC ELEC HARDWARE		0.00	140.70	
01805	CENTERPOINT ENERGY		04/16/2024	Regular	0.00	2,138.94	81878
8000014432-1-04...	Invoice	04/16/2024	MONTHLY GAS BILL - WTR PROD/WTR DIS...		0.00	2,138.94	
01837	CENTURYLINK		04/16/2024	Regular	0.00	479.82	81879
218Z01-0080497...	Invoice	04/16/2024	MONTHLY PHONE BILL: 04/2024		0.00	479.82	
02025	CITY OF BRAINERD		04/16/2024	Regular	0.00	191,953.55	81880
03/2024-MILL RA...	Invoice	04/16/2024	MONTHLY TRANSFER: 03/2024		0.00	58,069.61	
03/31/24-SAN/S...	Invoice	04/16/2024	SANITARY & STORM SEWER BILLING/COLL...		0.00	123,558.93	
24-0004398	Invoice	04/16/2024	2024 1ST QTR BILLING - BPU		0.00	3,635.51	
24-0004409	Invoice	04/16/2024	NORTH RISK PARTNERS - 1ST INSTALL - BR...		0.00	5,250.00	
24-0004434	Invoice	04/16/2024	RATWIK, ROSZAK, & MALONEY INV.: 02/2...		0.00	1,439.50	
02210	CLIFTONLARSONALLEN, LLP		04/16/2024	Regular	0.00	18,829.65	81881
L241176419	Invoice	04/16/2024	2023 Audit: 2nd Installment		0.00	9,904.65	
L241177754	Invoice	04/16/2024	2023 Audit Services: Addt'l review/testing		0.00	8,925.00	
02790	DAKOTA SUPPLY GROUP		04/16/2024	Regular	0.00	1,575.00	81882
S102335375.004	Invoice	04/16/2024	INV METERBASES		0.00	1,575.00	
02870	DIVERSIFIED POWER SERVICES, INC		04/16/2024	Regular	0.00	5,060.00	81883
191106-692	Invoice	04/16/2024	PUR 7500KVA XFRMR SPARE PART ST JOE		0.00	5,060.00	
03695	GOPHER STATE ONE-CALL		04/16/2024	Regular	0.00	74.25	81884
4030110	Invoice	04/16/2024	GSOC TICKETS: 03/2024		0.00	74.25	
03699	GRAINGER		04/16/2024	Regular	0.00	462.10	81885
9060317758-Reis...	Invoice	04/16/2024	Tourniquet Assembly		0.00	51.36	
9061834306-Reis...	Invoice	04/16/2024	Gas Regulator		0.00	410.74	
03915	HACH COMPANY		04/16/2024	Regular	0.00	218.05	81886
13969231-Reissue	Invoice	04/16/2024	SAMPLE CELL/HYDROCHLORIC ACID		0.00	218.05	
05607	JAKE LIPSKI		04/16/2024	Regular	0.00	51.47	81887
04/03/24 Training	Invoice	04/16/2024	Reimburse Training Expenses: ESRI Users ...		0.00	29.24	
04/05/24 Training	Invoice	04/16/2024	Reimburse Training Expenses: ESRI User G...		0.00	22.23	
05238	MITCH LACHELT		04/16/2024	Regular	0.00	97.66	81888
04/02/24 TRAVEL	Invoice	04/16/2024	Reimburse travel expenses for APPA Confe...		0.00	97.66	
05725	Motors on Ten, LLC		04/16/2024	Regular	0.00	4,565.51	81889
04/15/2024-2024...	Invoice	04/16/2024	2024 Big Tex Trailer - Model: 60EC-18BK2B		0.00	4,565.51	
06556	MPOWER TECHNOLOGIES, INC.		04/16/2024	Regular	0.00	1,650.00	81890
5659	Invoice	04/16/2024	MPOWER SUPPORT SERVICES		0.00	1,650.00	

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07143	NORTHLAND FIRE PROTECTION		04/16/2024	Regular	0.00	1,685.00	81892
57792	Invoice	04/16/2024	SERVICE & RECERT OF CO2 SYSTEM: Servic...		0.00	1,685.00	
07339	ONLINE INFORMATION SERVICES, INC.		04/16/2024	Regular	0.00	124.32	81893
1247854	Invoice	04/16/2024	ONLINE UTILITY EXCHANGE REPORT: 03/2...		0.00	124.32	
07665	PITNEY BOWES GLOBAL FINANCIAL SERV. LLC		04/16/2024	Regular	0.00	3,687.00	81894
3106623023	Invoice	04/16/2024	Relay 5000 Inserter Sys. Billing:02/28/24-0...		0.00	3,687.00	
06268	Ryan Churchill		04/16/2024	Regular	0.00	640.00	81895
5529510	Invoice	04/16/2024	WEBSITE SUPPORT / TRAINING: 03/2024		0.00	640.00	
08805	STAR ENERGY SERVICES, LLC		04/16/2024	Regular	0.00	83.00	81896
22516	Invoice	04/16/2024	NOVA POWER PORTAL SUPPORT: 03/01/2...		0.00	83.00	
08895	STUART C. IRBY CO		04/16/2024	Regular	0.00	2,080.00	81897
S013891926.003	Invoice	04/16/2024	PUR METER SERVICING EQUIPMENT		0.00	1,153.00	
S013909815.001	Invoice	04/16/2024	INV MISC ELEC		0.00	927.00	
09552	UNITED STATES GEOLOGICAL SURVEY		04/16/2024	Regular	0.00	18,980.00	81898
91147962	Invoice	04/16/2024	FERC PROJECT #2533 - 0542300 / 10/01/2...		0.00	18,980.00	
09728	WASTE PARTNERS		04/16/2024	Regular	0.00	1,535.19	81899
43X00116	Invoice	04/16/2024	TRASH/RECYCLING SERVICE: ACCT#242053		0.00	1,535.19	
09899	WESCO RECEIVABLES CORP		04/16/2024	Regular	0.00	7,186.50	81900
372042	Invoice	04/16/2024	INV ES0210 GRAY PINTO		0.00	7,186.50	
09925	WEX HEALTH, INC		04/16/2024	Regular	0.00	25.50	81901
0001935692-IN	Invoice	04/16/2024	MONTHLY COBRA BILLING: 03/2024		0.00	25.50	
09948	WIDSETH SMITH NOLTING & ASSOC., INC		04/16/2024	Regular	0.00	2,608.00	81902
229887	Invoice	04/16/2024	MASTER LIFT STATION-BYPASS IMPROVE...		0.00	1,170.00	
229888	Invoice	04/16/2024	DIRECTIONAL DRILLING FORCEMAIN RIVER...		0.00	1,438.00	
00105	ACE HARDWARE-BRAINERD		04/26/2024	Regular	0.00	363.59	81912
322306	Invoice	04/26/2024	GORILLA MOUNTING TAPE		0.00	28.82	
322362	Invoice	04/26/2024	MURIATIC ACID / FIREMAN NOZZLE		0.00	27.87	
322735	Invoice	04/26/2024	PVC PIPE / ADAPTER		0.00	7.67	
322880	Invoice	04/26/2024	HOSE ACCESSORIES		0.00	23.05	
323170	Invoice	04/26/2024	FLASHLIGHT		0.00	38.46	
323228	Invoice	04/26/2024	ADHESIIVE		0.00	61.49	
323376	Invoice	04/26/2024	W/D VACUUM		0.00	176.23	
10188	ALPENGLOW TECHNOLOGIES, LLC		04/26/2024	Regular	0.00	400.00	81913
10425	Invoice	04/26/2024	Monthly IT Billing: 04/2024		0.00	400.00	
00315	AMERICAN STEEL INC		04/26/2024	Regular	0.00	300.11	81914
120116	Invoice	04/26/2024	SHEET / LASER		0.00	300.11	
00337	AMERICAN WELDING & GAS INC		04/26/2024	Regular	0.00	84.85	81915
0010020068	Invoice	04/26/2024	CYLINDER RENTAL INVOICE		0.00	84.85	
00340	ARAMARK UNIFORM SERVICES		04/26/2024	Regular	0.00	1,216.28	81916
2530261139	Invoice	04/26/2024	WORK UNIFORMS		0.00	33.81	
2530263683	Invoice	04/26/2024	WORK UNIFORMS		0.00	33.81	
IV259640	Invoice	04/26/2024	HI VIS / DALLAS		0.00	1,148.66	
00670	BARR ENGINEERING CO		04/26/2024	Regular	0.00	20,522.50	81917
23181016.06-26	Invoice	04/26/2024	WORK ORDER 6 - SUPPORT / HYDRO PROJ...		0.00	7,564.00	
23181016.07-5	Invoice	04/26/2024	HYDRO PROJ. PHASE II - UNIT 6 GENERATI...		0.00	12,958.50	
00692	BATTERIES PLUS # 035		04/26/2024	Regular	0.00	93.50	81918
P71817893	Invoice	04/26/2024	FLOURESCENTS		0.00	93.50	
00735	BEST OIL COMPANY		04/26/2024	Regular	0.00	2,622.98	81919

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6270	Invoice	04/26/2024	GAS		0.00	869.40	
6271	Invoice	04/26/2024	DIESEL		0.00	367.56	
6349	Invoice	04/26/2024	GAS		0.00	738.02	
6350	Invoice	04/26/2024	DIESEL		0.00	648.00	
00778	BLA Clean, LLC.		04/26/2024	Regular	0.00	1,715.21	81920
327	Invoice	04/26/2024	CLEANING SERVICE: March 2024		0.00	1,715.21	
00825	BORDER STATES ELECTRIC		04/26/2024	Regular	0.00	11,298.69	81921
928175468	Invoice	04/26/2024	INV EU0461		0.00	436.00	
928175482	Invoice	04/26/2024	INV U-GUARD		0.00	977.60	
928175496	Invoice	04/26/2024	INV MISC UG ELEC		0.00	1,105.20	
928191618	Invoice	04/26/2024	INV MISC ELEC HARDWARE		0.00	4,893.12	
928214436	Invoice	04/26/2024	INV MISC UG ELEC		0.00	3,566.85	
928230805	Invoice	04/26/2024	INV MISC UG ELEC		0.00	319.92	
03542	Brainerd Dispatch		04/26/2024	Regular	0.00	269.89	81922
05/15/2024-REN...	Invoice	04/26/2024	SUBSCRIPTION RENEWAL FOR: 178201049		0.00	269.89	
01153	BRAINERD ISD #181		04/26/2024	Regular	0.00	52,266.23	81923
04/15/24-CIP RE...	Invoice	04/26/2024	CIP REBATE: 702 5TH ST SO - LED LIGHTING..		0.00	52,266.23	
10140	Brainerd Lakes Regional Airport		04/26/2024	Regular	0.00	3,993.75	81924
24-0004401	Invoice	04/26/2024	GROUND LEASE: Q2 2024 - AIRPORT SOLAR		0.00	3,993.75	
04995	CARL G. KEZAR		04/26/2024	Regular	0.00	19.42	81925
04/17/2024-REI...	Invoice	04/26/2024	REIMBURSEMENT FOR L & G USER GROUP...		0.00	19.42	
01890	CHARTER COMMUNICATIONS		04/26/2024	Regular	0.00	75.32	81926
175590201040124	Invoice	04/26/2024	TV SERVICE: 04/2024		0.00	75.32	
02002	CITY OF BAXTER		04/26/2024	Regular	0.00	13,000.00	81927
2023 ROAD ASSE...	Invoice	04/26/2024	ROAD ASSESSMENT-2023 CYPRESS DR/DO...		0.00	13,000.00	
02002	CITY OF BAXTER		04/26/2024	Regular	0.00	1,091.39	81928
007335-000-04/1...	Invoice	04/26/2024	STORMWATER - ACCT# 007335-000		0.00	1,091.39	
02210	CLIFTONLARSONALLEN, LLP		04/26/2024	Regular	0.00	2,622.90	81929
L241229536	Invoice	04/26/2024	2023 AUDIT: PROGRESS BILLING #1/GASB ...		0.00	2,622.90	
02716	CROW WING COUNTY		04/26/2024	Regular	0.00	5.23	81930
40170621-2024	Invoice	04/26/2024	SOLAR ENERGY PRODUCTION TAX STATE...		0.00	5.23	
02957	DANIEL DOUCETTE		04/26/2024	Regular	0.00	144.72	81931
04/01/24-MILEA...	Invoice	04/26/2024	MILEAGE REIMBURSEMENT - MRWA TRAI...		0.00	144.72	
02801	Data Sheet Solutions LLC		04/26/2024	Regular	0.00	3,000.00	81932
202404167	Invoice	04/26/2024	PUR SDS DIGITAL LIBRARY		0.00	3,000.00	
02974	EAST SIDE OIL COMPANIES		04/26/2024	Regular	0.00	45.00	81933
R110747	Invoice	04/26/2024	FILTERS		0.00	45.00	
03118	ESSENTIA HEALTH		04/26/2024	Regular	0.00	514.00	81934
890000327-04/0...	Invoice	04/26/2024	OCCUPATIONAL TESTING / DOT PHYSICAL		0.00	514.00	
03321	FIRST IMPRESSION PRINTING		04/26/2024	Regular	0.00	4,792.20	81935
90624	Invoice	04/26/2024	PRINTING/PUBLISHING FORMS: Bills		0.00	4,767.20	
90833	Invoice	04/26/2024	PRINTING/PUBLISHING FORMS: Business ...		0.00	25.00	
03497	FLEETPRIDE TRUCK & TRAILER PARTS		04/26/2024	Regular	0.00	345.18	81936
115902920	Invoice	04/26/2024	WHEEL END BUNDLE / DRUM		0.00	345.18	
03501	FLOW CONTROL AUTOMATION, INC.		04/26/2024	Regular	0.00	194,054.00	81937
IN1817	Invoice	04/26/2024	PUR VALVE ACTUATOR REPLACE 10" AND ...		0.00	100,346.00	
IN1818	Invoice	04/26/2024	PUR VLAVE ACTUATOR REPLACE 12" & LA...		0.00	93,708.00	

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03557	FRONTIER ENERGY, INC.		04/26/2024	Regular	0.00	7,236.00	81938
194253	Invoice	04/26/2024	CIP SERVICES - 03/2024		0.00	7,236.00	
03699	GRAINGER		04/26/2024	Regular	0.00	119.04	81939
9084977082	Invoice	04/26/2024	PLEATED AIR FILTER		0.00	119.04	
03710	GRANITE ELECTRONICS, INC.		04/26/2024	Regular	0.00	338.00	81940
2242840	Invoice	04/26/2024	BASE RADIO TROUBLESHOOTING		0.00	338.00	
03765	GRAYBAR ELECTRIC CO, INC.		04/26/2024	Regular	0.00	495.32	81941
9336810842	Invoice	04/26/2024	INV EU MISC ELEC		0.00	106.72	
9336898282	Invoice	04/26/2024	INV EU MISC ELEC		0.00	388.60	
03915	HACH COMPANY		04/26/2024	Regular	0.00	2,228.35	81942
13989450	Invoice	04/26/2024	PUR HACH CHEMICALS		0.00	1,056.35	
14001921	Invoice	04/26/2024	PUR HACH DIST WATER TESTING		0.00	1,172.00	
04050	HAWKINS INC.		04/26/2024	Regular	0.00	682.96	81943
3726847	Invoice	04/26/2024	REBUILD CAUSTIC SODA PUMP		0.00	652.96	
6731710	Invoice	04/26/2024	CHLORINE CYLINDERS		0.00	30.00	
10006	In Control, Inc.		04/26/2024	Regular	0.00	23,828.50	81944
S-INV01492	Invoice	04/26/2024	HYDRO TAINTER GATE CONTROLS		0.00	23,828.50	
07090	Innovative Office Solutions, LLC		04/26/2024	Regular	0.00	120.22	81945
IN4508316	Invoice	04/26/2024	OFFICE SUPPLIES		0.00	120.22	
04555	INTEGRATED PROTECTION SYSTEMS, INC.		04/26/2024	Regular	0.00	111,730.27	81946
81876	Invoice	04/26/2024	JOB 34410 - FINAL BILLING / CENTRAL-AD...		0.00	9,570.95	
81877	Invoice	04/26/2024	JOB 34409 - FINAL INVOICE / CENTRAL WA...		0.00	8,019.07	
81888	Invoice	04/26/2024	JOB 34711 - WWTP		0.00	10,229.25	
81889	Invoice	04/26/2024	JOB 355220- CENTRAL		0.00	3,990.33	
81890	Invoice	04/26/2024	JOB 34531 - SERVICE CENTER		0.00	7,016.57	
81891	Invoice	04/26/2024	CENTRAL- ANNUAL ALARM/PUSH APP NOT..		0.00	383.88	
81892	Invoice	04/26/2024	WWTP/ANNUAL MONITOR-PUSH APP NOT..		0.00	383.88	
81893	Invoice	04/26/2024	SERVICE CTR/ANNUAL MONITOR - PUSH A...		0.00	443.88	
81929	Invoice	04/26/2024	JOB# 34134 / SERVER ROOM - SERVER/RA...		0.00	71,692.46	
04613	JACO ANALYTICAL, INC.		04/26/2024	Regular	0.00	355.50	81947
39E90197	Invoice	04/26/2024	PUR SUBSTATION TESTING		0.00	276.90	
E4CT10	Invoice	04/26/2024	OIL SAMPLES		0.00	78.60	
10271	Jason Gage		04/26/2024	Regular	0.00	82.41	81948
04/16-04/18-MIL...	Invoice	04/26/2024	MILEAGE REIMBURSMENT FOR MPCA TRA...		0.00	82.41	
05415	LANDIS-GYR TECHNOLOGY, INC/FKA CELLNET		04/26/2024	Regular	0.00	1,464.91	81949
90392069	Invoice	04/26/2024	MONTHLY ENDPOINT FEE: 04/2024		0.00	1,464.91	
05590	LEWIS ELECTRIC MOTOR REPAIR, INC.		04/26/2024	Regular	0.00	679.05	81950
554357	Invoice	04/26/2024	TEST/TEARDOWN/OIL BEARINGS/REASSE...		0.00	117.53	
55792	Invoice	04/26/2024	HEATER UNIT MOTOR		0.00	561.52	
05698	LUBRICATION ENGINEERS, INC.		04/26/2024	Regular	0.00	1,045.75	81951
IN525750	Invoice	04/26/2024	ALMAGARD VARI-PURPOSE		0.00	1,045.75	
10220	MANDY SELISKER		04/26/2024	Regular	0.00	45.97	81952
04/16/24-REMIB...	Invoice	04/26/2024	REIMBURSE WELLNESS COMMITTEE EXP. -...		0.00	45.97	
06065	MILLS AUTOMOTIVE GROUP		04/26/2024	Regular	0.00	4,932.84	81953
04/09/24-CIP RE...	Invoice	04/26/2024	CIP REBATE: 512 LAUREL ST - ANNEX HIGH...		0.00	4,932.84	
06190	MINNESOTA MUNICIPAL UTILITIES ASSOCIATIO		04/26/2024	Regular	0.00	8,798.75	81954
63643	Invoice	04/26/2024	SAFETY MGMT PROGRAM / ELEC TRAININ...		0.00	8,798.75	
06266	MINNESOTA VALLEY		04/26/2024	Regular	0.00	1,702.75	81955

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
1248158	Invoice	04/26/2024	TESTING		0.00	88.00	
1248728	Invoice	04/26/2024	TESTING		0.00	979.75	
1248887	Invoice	04/26/2024	TESTING		0.00	635.00	
06790	NAPA AUTO PARTS BAXTER		04/26/2024	Regular	0.00	404.34	81956
691730	Invoice	04/26/2024	DISC BRAKE HARDWARE KIT		0.00	9.28	
693329	Invoice	04/26/2024	OIL/AIR/FUEL FILTERS		0.00	352.85	
693331	Invoice	04/26/2024	OIL FILTER		0.00	12.58	
693691	Invoice	04/26/2024	REMAN TIPM - CORE DEPOSIT		0.00	1,010.37	
694934	Credit Memo	04/26/2024	REMAN TIPM - (691246) / CORE - (693691)...		0.00	-1,120.37	
695673	Invoice	04/26/2024	OIL FILTER		0.00	17.25	
696937	Invoice	04/26/2024	RELAY		0.00	8.14	
697315	Invoice	04/26/2024	OIL FILTERS		0.00	107.42	
697319	Invoice	04/26/2024	SPARK PLUG		0.00	6.82	
10225	POMP'S TIRE SERVICE INC.		04/26/2024	Regular	0.00	4,526.29	81957
2300005138	Invoice	04/26/2024	TIRES - FA# 3008		0.00	1,392.67	
2300005221	Invoice	04/26/2024	TIRES - FA # 3007		0.00	3,133.62	
07920	QUALITY FLOW SYSTEMS, INC.		04/26/2024	Regular	0.00	7,803.50	81958
46656	Invoice	04/26/2024	PROJECT 33771 - CONTACTOR		0.00	687.00	
46693	Invoice	04/26/2024	RIVERSIDE BOOSTER STATION - VFD INSTA...		0.00	6,337.50	
46705	Invoice	04/26/2024	EVERGREEN LIFT STATION - PUMP REPAIR		0.00	779.00	
08058	RESCO		04/26/2024	Regular	0.00	23,566.84	81959
3029158	Invoice	04/26/2024	INV EU0460 ELBOW		0.00	538.84	
3029678	Invoice	04/26/2024	INV 1P PAD XFRMRS		0.00	23,028.00	
08072	RHI SUPPLY - FARGO		04/26/2024	Regular	0.00	133.56	81960
1352621	Invoice	04/26/2024	BALL BEARING		0.00	133.56	
08106	RMB Environmental Laboratories, Inc.		04/26/2024	Regular	0.00	975.00	81961
E000272	Invoice	04/26/2024	WHOLE EFFLUENT TOXICITY TESTING		0.00	975.00	
08410	SCR-NORTHERN		04/26/2024	Regular	0.00	2,348.38	81962
W49206	Invoice	04/26/2024	TECH COOLING MAINT. / CO & NOX SENS...		0.00	2,348.38	
08789	Spencer Fane LP		04/26/2024	Regular	0.00	3,357.50	81963
1273265	Invoice	04/26/2024	LARGE POWER AGREEMENTS		0.00	3,357.50	
08895	STUART C. IRBY CO		04/26/2024	Regular	0.00	6,161.80	81964
S013443826.001	Invoice	04/26/2024	INV ELEC UNDERGROUND -CABINET 3 POI...		0.00	5,886.80	
S013891926.005	Invoice	04/26/2024	PUR METER SERVICING EQUIPMENT		0.00	275.00	
10040	TEST-RIGHT, LLC		04/26/2024	Regular	0.00	2,151.67	81965
577	Invoice	04/26/2024	PUR APRIL GLOVE TESTING		0.00	532.00	
577-PO	Invoice	04/26/2024	PUR RUBBER GLOVES		0.00	1,619.67	
04308	TIMOTHY HOLTZ		04/26/2024	Regular	0.00	19.00	81966
2024-CLASS A RE...	Invoice	04/26/2024	REIMBURSE FOR CLASS A RENEWAL		0.00	19.00	
05791	TYLER MALLOY		04/26/2024	Regular	0.00	19.00	81967
2024 - CLASS A R...	Invoice	04/26/2024	REIMBURSE FOR CLASS A RENEWAL		0.00	19.00	
09524	TYLER TECHNOLOGIES INC.		04/26/2024	Regular	0.00	14,151.45	81968
025-459571	Invoice	04/26/2024	INSITE TRANSACTION FEES: Q1 2024		0.00	14,053.75	
025-460137	Invoice	04/26/2024	INCODE SMART METER SMS: Q1 2024		0.00	97.70	
09663	VIKING ELECTRIC SUPPLY, INC		04/26/2024	Regular	0.00	1,632.17	81969
S007869010.001	Credit Memo	04/26/2024	LIQ CONN - ORIG INV. S006892980.001		0.00	-116.38	
S007925219.001	Invoice	04/26/2024	OUTDOOR TIES / CAT5E		0.00	241.69	
S007925219.002	Invoice	04/26/2024	MODULAR FUSEHOLDER		0.00	116.48	
S007932232.001	Invoice	04/26/2024	LIQ CONN		0.00	211.93	
S007932232.002	Invoice	04/26/2024	INSUL. RING TERMINAL		0.00	90.62	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
S007946185.001	Invoice	04/26/2024	HT SHRINK SLEEVE		0.00	70.47	
S007946185.002	Invoice	04/26/2024	HT SHRINK SLEEVE		0.00	70.47	
S007970937.001	Invoice	04/26/2024	OUTDOOR TIES		0.00	83.97	
S007976805.001	Invoice	04/26/2024	LIQ CONN / CONDUIT / BUSHINGS / CLAM...		0.00	164.39	
S007983605.001	Invoice	04/26/2024	PVC CONDUIT / COUPLING		0.00	698.53	
09670	Voigt Consultants LLC		04/26/2024	Regular	0.00	6,667.57	81970
231102	Invoice	04/26/2024	PERIODIC DAM SAFETY INSPECTION PROF ...		0.00	6,667.57	
09899	WESCO RECEIVABLES CORP		04/26/2024	Regular	0.00	144.92	81971
383566	Invoice	04/26/2024	PUR BASHLIN SLINGS		0.00	144.92	
09915	WESTERN NATIONAL INSURANCE GROUP		04/26/2024	Regular	0.00	219.00	81972
41SVD41495-2024	Invoice	04/26/2024	RENEWAL - 02/29/24-02/28/26 / SURETY -...		0.00	219.00	
07640	PITNEY BOWES, INC.		03/22/2024	Bank Draft	0.00	3,500.00	DFT0001046
03/22/24-POSTA...	Invoice	03/22/2024	POSTAGE REFILL		0.00	3,500.00	
00472	AT&T MOBILITY		03/25/2024	Bank Draft	0.00	629.14	DFT0001047
287260682523X...	Invoice	03/31/2024	AT & T MONTHLY BILL: 02/05-03/04		0.00	629.14	
01191	BREMER BANK - CC		03/31/2024	Bank Draft	0.00	61,506.59	DFT0001048
02/23/24-CC STA...	Invoice	03/31/2024	CC STATEMENT: 02/23/2024		0.00	61,506.59	
02717	CULLIGAN		04/17/2024	Bank Draft	0.00	99.72	DFT0001057
150-01059575-2-...	Invoice	04/17/2024	150-01059575-2 Service Center		0.00	99.72	
00472	AT&T MOBILITY		04/17/2024	Bank Draft	0.00	2,288.93	DFT0001059
287302792515X...	Invoice	04/17/2024	AT & T MONTHLY BILL: 02/26-03/25		0.00	2,288.93	
01655	CANON FINANCIAL SERVICES, INC		04/17/2024	Bank Draft	0.00	598.10	DFT0001060
32430735	Invoice	04/17/2024	Canon Invoice - Contract Charge: 03/20-0...		0.00	598.10	
01805	CENTERPOINT ENERGY		04/17/2024	Bank Draft	0.00	18.37	DFT0001061
11582840-2-03/1...	Invoice	04/17/2024	1602 E RIVER RD		0.00	18.37	
01805	CENTERPOINT ENERGY		04/17/2024	Bank Draft	0.00	171.97	DFT0001062
11595232-7-03/1...	Invoice	04/17/2024	50 JENNY STREET		0.00	171.97	
02455	CTC		04/17/2024	Bank Draft	0.00	2,118.22	DFT0001064
21362839	Invoice	04/17/2024	MONTHLY BILL: 04/12/-05/11		0.00	2,118.22	
02717	CULLIGAN		04/17/2024	Bank Draft	0.00	48.00	DFT0001065
150-10024107-03...	Invoice	04/17/2024	150-10024107-7 Hydro		0.00	48.00	
03682	Global Payments		04/02/2024	Bank Draft	0.00	42,160.35	DFT0001068
04/02/24-CC FEES	Invoice	04/17/2024	CREDIT CARD FEES: 03/2024		0.00	42,160.35	
06171	MN DEPT OF REVENUE		04/19/2024	Bank Draft	0.00	130,459.00	DFT0001070
03/2024-SALES T...	Invoice	04/17/2024	SALES TAX DRAFT: 03/2024		0.00	130,459.00	
00472	AT&T MOBILITY		04/26/2024	Bank Draft	0.00	628.90	DFT0001080
287260682523X...	Invoice	04/26/2024	AT & T MONTHLY BILL: 03/05-04/04		0.00	628.90	
01655	CANON FINANCIAL SERVICES, INC		03/31/2024	Bank Draft	0.00	598.10	DFT0001081
32265265	Invoice	03/31/2024	Canon Invoice - Contract Charge: 02/20-0...		0.00	598.10	
01805	CENTERPOINT ENERGY		04/26/2024	Bank Draft	0.00	134.39	DFT0001082
11595232-7-04/1...	Invoice	04/26/2024	50 JENNY STREET		0.00	134.39	
01805	CENTERPOINT ENERGY		04/26/2024	Bank Draft	0.00	18.37	DFT0001083
11582840-2-04/1...	Invoice	04/26/2024	1602 E RIVER RD		0.00	18.37	
09961	XCEL ENERGY		04/26/2024	Bank Draft	0.00	2,865.25	DFT0001084
872662364	Invoice	04/26/2024	Xcel Energy - Service Center/WWT		0.00	2,865.25	
07640	PITNEY BOWES, INC.		04/26/2024	Bank Draft	0.00	3,500.00	DFT0001085

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
04/18/2024-POS...	Invoice	04/26/2024	POSTAGE REFILL		0.00	3,500.00	

Bank Code AP2 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	220	115	0.00	936,421.49
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-3,730.28
Bank Drafts	18	18	0.00	251,343.40
EFT's	3	3	0.00	1,543,576.98
	241	**140**	**0.00**	**2,727,611.59**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	220	115	0.00	936,421.49
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-3,730.28
Bank Drafts	18	18	0.00	251,343.40
EFT's	3	3	0.00	1,543,576.98
	241	**140**	**0.00**	**2,727,611.59**

Fund Summary

Fund	Name	Period	Amount
9	POOLED CASH CONTROL	3/2024	64,189.40
9	POOLED CASH CONTROL	4/2024	2,663,422.19
			2,727,611.59

CHANGE ORDER NO.: 6

Owner:	**Brainerd Public Utilities**	Owner's Project No.:	
Engineer:	**Widseth Smith Nolting & Assoc Inc.**	Engineer's Project No.:	**2022-11121**
Contractor:	Minger Construction Companies, Inc.	Contractor's Project No.:	
Project:	**Directional Drilling Forcemain River Crossing**		
Contract Name:	**Directional Drilling Forcemain River Crossing**		
Date Issued:	April 22, 2024	Effective Date of Change Order:	April 30, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

The owner would like to improve the access to the discharge and doghouse manholes from Eagle Ridge Drive in the City of Baxter to support the BPU Vacuum Truck. The proposed typical section is a 12' wide section of aggregate base 12" thick covered with 4" of topsoil. The alignment of the access road works with the landscape plan.

This change order covers the additional grading of the subgrade and providing aggregate base class 5 at the proposed elevations and thickness.

Attachments:

Drawing showing access to discharge and doghouse manholes

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 1,727,164.08	Original Contract Times: Substantial Completion: March 1, 2024 Ready for final payment: June 1, 2026
$	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: Ready for final payment:
Contract Price prior to this Change Order: $ 1,775,945.48	Contract Times prior to this Change Order: Substantial Completion: March 1, 2024 Ready for final payment: June 1, 2026
[Increase] ~~[Decrease]~~ this Change Order: $ 7,000.00	**[Increase] [Decrease]** this Change Order: Substantial Completion: Ready for final payment:
Contract Price incorporating this Change Order: $ 1,782,945.48	Contract Times with all approved Change Orders: Substantial Completion: March 1, 2024 Ready for final payment: June 1, 2026

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	Recommended by Engineer (if required)	Accepted by Contractor
By:		Mike Urban Digitally signed by Mike Urban DN: C=US, E=Mikeu@mingerconst.com, O=Minger Construction Co. Inc., CN=Mike Urban Date: 2024.04.22 14:05:08-05'00'
Title:	Widseth Civil Engineer	Project Manager
Date:	4/22/24	4/22/24
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

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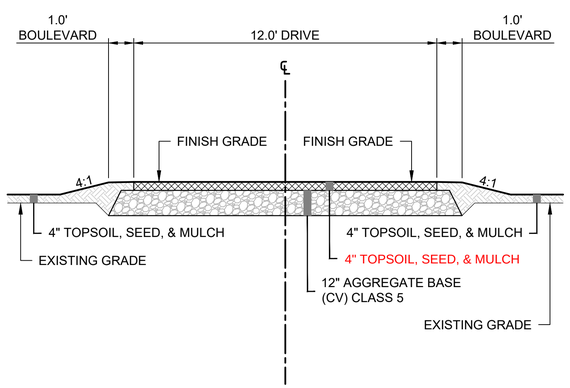
GENERAL GRADING NOTES

- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-.2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE, AND FEDERAL REGULATIONS INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- HAULING HOURS MUST BE CONFIRMED WITH THE CITY PRIOR TO BEGINNING WORK.
- SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS, GUTTER FLOW LINE OF CURB GUTTER (FL), BACK OF CURB ELEVATIONS (TC), TOP OF SIDEWALK (TW), AND FINISHED SURFACE GRADE, UNLESS OTHERWISE NOTED.
- ALL SLOPES SHALL BE GRADED TO 3:1 OR FLATTER, UNLESS OTHERWISE NOTED ON THE PLANS.
- INFILTRATION AREA SHALL BE PROTECTED FROM CONSTRUCTION ACTIVITIES TO AVOID COMPACTION OF THE SOILS. IT IS RECOMMENDED THIS AREA BE FENCED OFF AND NOT UTILIZED FOR CONSTRUCTION STAGING, STOCKPILING MATERIALS, OR ANY OTHER CONSTRUCTION RELATED ACTIVITY. THE INFILTRATION AREA SHALL BE SHAPED TO FINAL GRADE AND ALL HEAVY CONSTRUCTION EQUIPMENT SHALL NOT BE ALLOWED IN THE BASIN AFTER FINAL GRADE HAS BEEN ESTABLISED.



VACTRUCK ACCESS DRIVE TYPICAL SECTION

J:\brainerd public utilities-31397\2022-11121\CADD\Civil\C-GR-2022-11121-DRVE.dwg Plotted by:Joshua Rebennack 3/22/2024 1:35:48 PM © 2024 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

LAWRENCE VAN HOUT DATE: #### LIC. NO. 18342

DATE	REV#	REVISIONS DESCRIPTION	BY

DATE: JUNE 2023
SCALE: AS SHOWN
DRAWN BY: ALW/JWR
CHECKED BY: WKW
JOB NUMBER: 2022-11121

DIRECTIONAL DRILLING FORCEMAIN RIVER CROSSING
BRAINERD PUBLIC UTILITIES
BRAINERD, MN

ACCESS DRIVE GRADING PLAN

SHEET NO.
01

Brainerd Public Utilities
BPU Commission Unfinished Business
April 30, 2024

A. Hydro Generation/Automation (1/31/23)
Barr Engineering is working on additional presentation items related to the generation options with pursuing the two new generators. Items have been provided to the consultants for grant application considerations.

B. Current Open Employment Positions at BPU
The following job descriptions were recommended by Commission to City Council for approval with date of recommendation included:
- Business Office Support Specialist (5/30/23)
- Facilities Custodian (5/30/23)
- Journeyman Electrician (7/25/23)

C. Schedule of Authority Roles of Commission and Council in Operation of BPU (10/31/23)
Was presented at the joint session between council and commission, and no adjustments were made. A future meeting will be discussed to discuss potential partnership agreement.

D. Development of Plan to be Carbon Free by 2040 (10/31/23)
BPU is subject to the State's Renewable Energy Standard (RES). The RES will require BPU to either generate or procure sufficient electricity generated by an eligible energy technology (solar, wind, hydroelectric, or biomass) to retail customers of BPU that is equivalent to at least 25% of total retail electric sales to retail customers by 2025 and 55% by 2035. In addition to the RES BPU must generate or procure sufficient electricity generated from a carbon-free energy technology (technology that generates electricity without emitting carbon dioxide) that will be 100% by 2040. AEP amendments have provided the requirement to date.

E. Rewrite of Brainerd City Code Section 705 – Water System (6/27/23)
The process of rewriting Section 705 has begun.

F. Lead Service Line (LSL) Inventory Assessment (9/26/23)
Work continues mapping of the public water system. Identification of types of materials used in water service lines along with inventory process is required to be completed and submitted to the Minnesota Department of Health before October 16, 2024.Total cost to replace on complete service line could cost as much as $44,000 per service. Mapping and communications have been rapidly coming in for this service line inventory. The dispatch article allowed for prompted additional communication and information gathering.

G. Wellhead Protection Plan (WHP) (7/25/23)
Continue to work with Minnesota Rural Water Association and Bolton & Menk on completing WHPP Part 2 Amendment by July 1, 2024 (extended 1 month for BPU). Final materials were discussed at a final meeting on April 25, and a presentation will be provided at June's meeting. Schedule moving forward is to provide the plan to other Local units of government by May 3 for comment to be received by July 3. Review of comments from the other government units to be considered in the middle of July with a public hearing to be held around July 15. Final plan submission will then be around July 19, which is prior to the deadline of August 1, 2024.

H. Electric Transmission Service to Brainerd (1/31/23)
Continue to work on scheduling a meeting with Minnesota Power to discuss capacity constraints imposed on BPU by MP on transmission line serving Brainerd.

**** Notes potential action item**

I. **Crypto Mining Activity (7/1/22)****

JFK current mining load is approximately 21 MWs. Plan to be at 25 MWs in early Q1 of 2024. VCV's contract expired on March 22, 2024. An agreement has been presented based on VCVs request to extend the contract as discussed at the last Commission meeting for ratification with 15MWs to be reached by the end of the year.

J. Corrosion Control Plan to Minnesota Department of Health (10/31/23)

A plan was submitted to the Minnesota Department of Health by November 6, 2023, describing the intended plan for dealing with copper corrosion. The plan approval was received January 26, 2024. BPU also sent a brochure to all water customers describing important information about copper in drinking water as required by MDH. A corrosion control video has been posted to the website for informational purposes of this treatment plan. An update to the brochure that was sent in January is being sent out with this month's billing and has been posted to the website.

K. Credit Card Transaction Fees (01/30/2024)

Continued discussion and research occurring with Global Payments representatives and Bremer Bank. BPU can receive reduced rates as a utility provider. In asking Global Payments what rates can be offered they have proposed a decrease of 21%, which would be a reduction back to the rates that were prior to Decembers increase. Staff have had further discussions with potential processing vendors and have found that the initial savings presented did not include the interchange options and need to re-evaluate. Presentation to occur at next month's meeting and subsequent discussion with the finance committee.

L. Reclamation and Backwash Project (2/27/2024)

Surveying and phase 1 of construction meetings have begun on the project with Bolton & Menk. Additional research and development as well as a site visit have occurred to provide for the correct sizing of the tank. See attached update email from Morgan Salo.

M. DER Website Updates (2/27/24)

During the last commission meeting website updates were presented related to the electric generation options, development continues for those items to go live. LCCR has been identified by staffa s the priority at the present time.

N. Customer Communications Policy

The customer communications policy is still being drafted as the process for after hours communication is being created and options are being developed for consideration.

O. Directional Drilling – Widseth

See attached update "BPU Construction Status Memo."

**** Notes potential action item**

From:	Morgan Salo
To:	Daniel Loch; Todd Wicklund; Trent Hawkinson; Charlie Gammon
Cc:	Paul Saffert; Mac Graupman
Subject:	BPU project update
Date:	Wednesday, April 24, 2024 11:09:45 AM
Attachments:	image001.jpg

Danny,

Here is a quick high-level summary for project updates for the commission meeting Tuesday:

1. Water Reclamation:
   - Conducted 2 meetings with BPU to gain input and select preferred options for tank size location
   - Consensus is that a 600kgal tank will be designed next to the new 2MG reservoirs. The new tank will have a rock finish specified to match the new reservoirs.
   - New backwash pump system will be a 3 pump system
   - Preliminary engineering is 65 - 75% complete
     i. Survey scheduled to collect data on the manhole that was discovered on the site for the backwash water
     ii. Report is almost done. Current work is on site plan and tank layout (3D model being worked on)
     iii. Proposed plan is to have a meeting in May to discuss controls with BMI, Barr, InControl, and BPU staff to evaluate options for controls of the new reclaim and backwash system. Meeting date TBD. This will likely be the final step to finish the preliminary engineering phase before moving into design this summer.
   - Plan is to move into design in June
   - **Action item for BPU: Provide available dates for the week of May 6 (any day that week), or May 14, 15, or 16**

2. Water Treatment O&M
   - Conducted 1 site visit with filtration operation expert to witness backwash and review procedures for the South filters
   - Baxter staff conducted 1 site visit to review backwash procedure for North filters
   - Currently working on writing draft O&M (including emergency water procedures for addressing water quality issues and public communication)
   - Final O&M planned for Summer 2024

3. Lead Service Line Inventory
   - Recently received the work order from MDH to authorize assistance for LSL inventory.
   - Will need to set up meeting to discuss where BMI can assist in the inventory process already started by BPU.

Again, this is high level but wanted to get you a snip of things going on right now.

Thanks!

Morgan Salo, P.E.
Principal Environmental Engineer
Bolton & Menk, Inc.
7656 Design Road
Suite 200
Baxter, MN 56425-8676
Phone: 763-433-2851 x3106
Mobile: 218-839-2303
Fax: 763-427-0833
Bolton-Menk.com
Newforma - Send a File Transfer

WIDSETH

Brainerd/Baxter
7804 Industrial Park Road
Baxter MN 56425

218.829.5117
Baxter@Widseth.com
Widseth.com

To: **Charlie Gammon, Brainerd Public Utilities WWTP Supervisor**
From: **William Westerberg, Widseth**
Date: **April 24, 2024**
RE: **Directional Drilling Forcemain River Crossing – Progress Update**

The following is a progress update of the Directional Drilling Forcemain River Crossing Project.
The Original Contract amount for the Directional Drilling Forcemain River Crossing Project was $1,727,164.08.
Minger Construction completed the following by December 22, 2023, ahead of the substantial completion date of March 1, 2024:

- New 24" Forcemain River Crossing via Horizontal Directional Drilling
- Connection to existing gravity sanitary sewer on Baxter side of the river
- Connection to existing 20" Ductile Iron Pipe (DIP) Forcemain on the Brainerd Side of the river.
- The air release manhole has been constructed.
    - Punchlist items and Change Order No. 3 must be completed for the air release manhole and vent pipe.
- All the pipe work has been tested and approved.
- The existing 2- 20" DIP forcemain under the river have been flushed, plugged, and abandoned.
- Existing Vault Manhole (MH-1), Existing MH 2-7, and Existing MH 2-6 have been abandoned.
    - The castings were removed and the top of concrete structure removed to a depth of 3' below grade.
    - The remaining structures were filled with granular material
- The existing gravity sanitary sewer pipe between MH 2-7 and the discharge manhole was plugged and abandoned.
- Existing Vault Manhole (MH-2) on the Brainerd side of the river has been abandoned.
    - The valve operator and stems were removed
    - The access doors on top of the structure were removed
    - Reinforced Concrete filled the openings in the top slab

5 change orders have been approved on this project totaling $48,781.40.

Change Order No.1- Helicals	$ 16,885.57
Change Order No.2- Raising Existing MH 2-5	$ 7,658.53
Change Order No.3- Change Air Release Manhole Casting to Bolt Down	$ 2,376.13
Change Order No.4- Contaminated Soils	$ 9,249.73
Change Order No.5- IR Mitigation	$ 12,611.44
Subtotal Change Orders	$ 48,781.40

Change Orders No. 1, 2, 4, and 5 have been completed and paid to the Contractor.
The revised total contract amount with the addition of the above 5 change orders is $1,775,945.48.

Minger Construction has completed work totaling $1,645,547.32 which is 92.7% of the total contract amount with the 5 change orders.
The following is being held in retainage for the completed work $82,277.37.
The total amount paid to the Contractor on 4 pay applications is $1,563,269.95.

The remaining construction items include the following:

Brainerd Side of the Mississippi River

- Prepare a punchlist with input from Rotary, Crow Wing Soil Water Conservation District, City of Brainerd, Brainerd Public Utilities, and Minger Construction.
- Restoration of the Brainerd side of the Mississippi River
    - Aggregate surface roadway restoration- Rotary Parking Lot
    - Access from Rotary Parking Lot to East Air Release Manhole
        - Meet with Rotary and Crow Wing Soil Water Conservation District to determine their requirements
    - Pipe laydown area for directional drilling
        - Meet with Rotary and Crow Wing Soil Water Conservation District to determine their requirements
    - Disturbed area for directional drilling operation, air release manhole, and connection to existing forcemain.
    - Grading as per the engineer in the field
    - Provide topsoil as necessary.
    - Seed and mulch disturbed areas
- Provide screen for air release manhole vent pipe
    - A change order is necessary to add this to the air release manhole vent pipe
- Verify that the air release manhole is not leaking water into the structure.
    - Fix any leaks detected
- Replace casting on air release manhole with bolt down casting and cover
    - Change Order No. 3 provides direction on this work and has been approved by BPU Commission.

Baxter Side of the Mississippi River

- Prepare punchlist with input from City of Baxter, Brainerd Public Utilities, and Minger Construction.
- Restoration of the Baxter side of the Mississippi River
    - Disturbed area for directional drilling operation, doghouse and discharge manhole, and abandonment of West Valve Vault MH- 1 area.
    - Grading as per the engineer in the field
    - Provide topsoil borrow to proposed surface elevations.
    - Complete Landscaping as per Landscaping Plan and Landscape Architect.
    - Seed and mulch disturbed areas.
- Bituminous pavement restoration shall be completed for restoration areas agreed upon by Owner and the City of Baxter on Eagle Ridge Drive.

- Access from Eagle Ridge Drive to Doghouse and Discharge Manhole to support BPU Vacuum Truck.
    - Change Order No. 6 has been created and submitted to BPU for approval at their April 30, 2024 Commission Meeting. The access road shall be improved to a 12" aggregate section covered with topsoil and seeded. The cost of Change Order No. 6 is $7,000.00.
    - Change Order No. 6 will increase the total contract amount to $1,782,945.48

Schedule

- Minger Construction is proposing to begin construction of the restoration, punch list items, and remaining change order items on Friday April 26, 2024.
- The Final Completion Date for the Directional Drilling Forcemain River Crossing Project is June 1, 2026. This completion date allows for maintenance of the restoration items and landscaping.

Widseth Budget/Fees

- The budget for construction services on this project is $178,500.00
- The fee billed through April 12, 2024 is $151,625.25
    - The fee billed is about 85% of the budget
    - This fee billed includes $9,932.88 to deal with the contaminated soils issues which was an unforeseen condition and extra work.

Public Utilities Commission
Agenda Request

MEETING DATE: April 30, 2024

TITLE OF ITEM: Ratify VCV Crytpo Mining Agreement

ACTION REQUESTED: Approve/Deny Motion **ESTIMATED TIME (MIN):** 2

SUBMITTED BY: Danny Loch, Finance Manager **PRESENTER:** Danny Loch, Finance Manager

SUMMARY OF ISSUE: During the March 26 Commission meetings discussion had occurred related to unfinished business and pursuing an agreement with VCV Digital related to crypto mining activities. The original contract had expired and staff were instructed to work with VCV to create another agreement. Working with the attorney, the attached agreement was agreed upon by staff, and the finance committee as it relates to VCV Digital. Subsequent to this approval by the finance committee VCV is now working with the City to get building permits.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Staff recommend ratifying the attached contract with VCV digital.

FINANCIAL IMPACT:

4/8/2024

AMENDED AND RESTATED LARGE INTERRUPTIBLE POWER AGREEMENT BETWEEN BRAINERD PUBLIC UTILITIES COMMISSION AND VCV DIGITAL INFRASTRUCTURE MINNESOTA LLC

This Amended and Restated Large Interruptible Power Agreement (the "Agreement") is made and entered into effective this 16th day of April, 2024, by and between the Water and Light Department d/b/a/ Brainerd Public Utilities ("BPU"), a municipal utility duly organized and existing under the laws of the State of Minnesota, and VCV Digital Infrastructure Minnesota LLC ("VCV"), a limited liability company duly organized and existing under the laws of the State of Delaware ("Customer"), individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into a Large Industrial Power Agreement effective March 22, 2022 (the "2022 Agreement"), which included an initial term that expired two years thereafter; and

WHEREAS, the Parties wish to enter this Amended and Restated Interruptible Power Agreement to reflect the current status of capacity, facilities, and the project and to set forth the terms and conditions under which BPU will provide electric service to Customer.

NOW THEREFORE, in consideration of the commitments herein and for other good and valuable consideration, the sufficiency of which is acknowledged, BPU and Customer agree as follows:

1. INTENT AND INTERPRETATION

The Parties acknowledge and agree that Customer's anticipated load is significant as compared to BPU's current electrical system load. The Parties acknowledge and agree that the Customer shall be responsible for all components of costs attributable to providing or arranging electric service to Customer, including, but not limited to, transmission costs, facilities and equipment costs, including construction and installation costs, energy, demand, renewable energy requirements and the costs of compliance with energy regulatory provisions, MISO costs and all applicable MISO services, wholesale provider costs, and administrative costs. The Parties acknowledge and agree that BPU's service to Customer shall not prejudice BPU's service to its remaining customers.

2. DEFINITIONS

Contract Year shall mean the twelve-month period beginning on January 1 and ending on December 31 of each year.

Credit and Security Addendum means the agreement attached hereto as Exhibit B between BPU and Customer related to the credit assurances provided by Customer specifically supporting this Agreement, the terms of which are incorporated herein by reference.

Customer Load shall mean the power and energy capacity to be delivered to Customer under this Agreement, in megawatt hour amounts to be agreed to by the Parties, but in any case, not to exceed 25 megawatts.

Customer Point(s) of Delivery: The point(s) of delivery under this Agreement for BPU's retail service, requiring three-phase electric service at transmission transformed voltage through a direct connection to BPU's distribution substation.

Energy Block(s) shall mean designated hourly blocks of three-phase, 60-cycle alternating current electric energy, expressed in megawatt hours, which are interruptible and qualify under the MISO Programs.

Force Majeure means an event or circumstance (i) that prevents one Party from performing its obligations under this agreement (the "Claiming Party"); (ii) that is not within the reasonable control of or the result of the negligence of the Claiming Party; (iii) that was not anticipated as of the effective date of the Agreement; and (iv) that the Claiming Party, by the exercise of due diligence, is unable to overcome, to avoid, or cause to be avoided.

Load Factor shall mean: [monthly kWh / (30 days x 24 hours per day x peak demand)] x 100% = % load factor. This load factor calculation excludes any interruption due to MISO.

MISO shall mean the Midcontinent Independent System Operator, Inc., or any successor thereto.

MISO Programs shall mean the MISO Load Management Resource Program, MISO DDR-1 Program, Real-Time Energy Optimization, or such other MISO interruptible programs authorized by BPU or its designee, as may be modified by MISO from time to time.

Party shall mean either Customer or BPU as a party to this Agreement.

Wholesale Provider shall mean AEP Energy Partners, Inc. pursuant to the contract for wholesale electric service between BPU and AEP, effective as of January 4, 2016, as amended.

3. CONDITIONS PRECEDENT.

The following requirements are conditions precedent to performance of the Parties under this Agreement:

3.1. Registration of Customer's load in the MISO Programs.

3.2. Execution of the Credit and Security Addendum attached as Exhibit B and provision and acceptance of the Security provided thereunder.

Until these conditions precedent have occurred, this Agreement shall not become effective and neither Party shall have any rights or obligations by reason of this Agreement, regardless of whether or not it has been executed.

4. TERM OF AGREEMENT; CAPACITY

4.1. Term. If and only if Customer has achieved a 15 megawatts minimum load by December 31, 2024, the initial term of this Agreement shall be two years from the effective date (April _, 2026), unless terminated sooner as provided in the Agreement. If Customer fails to satisfy the minimum load requirement by December 31, 2024, the Agreement shall automatically terminate as of December 31, 2024. If Customer satisfies the minimum load requirement and remains in good standing under the terms of the Agreement, then the Parties shall, in good faith, determine, without reasonable delay, mutually agreed upon terms and conditions to extend the Agreement.

4.2. Capacity. The Parties acknowledge and agree that BPU has maximum capacity of 25 megawatts that it may offer Customer for electric service. Additional capacity would require material upgrades to BPU and transmission facilities at significant costs; these upgrades would require separate and additional contractual obligations, including Customer's participation in the costs and terms and conditions determined by BPU and the Regional Transmission Owner, Minnesota Power. During the term of this Agreement, the Parties do not contemplate these capacity or facility upgrades. Customer remains interested in additional capacity, and BPU will work in good faith with Minnesota Power to consider reasonable and cost-effective potential options, consistent with prudent utility practices.

5. ELECTRIC SERVICE CONDITIONS AND RATE COMPONENTS

5.1. Energy Block Purchases. Customer may purchase Energy Blocks after providing advance notice to BPU or its designee as provided in Section 5.2. Customer acknowledges and agrees that Energy Blocks are market-based pricing through MISO, and Customer assumes all risks of such pricing, including changes in prices and rates.

5.2. Nomination Process. After construction of facilities described in Section 8.1, when requested by Customer, BPU or its designee will provide estimated Energy Block prices to Customer. If Customer wishes to arrange the purchase of Energy Block(s), it must provide written notice to BPU and its Wholesale Provider or designee no later than the noon Central Time on the 15th calendar day of the month for the following month(s) in the quantities and market prices and during such periods as will be memorialized in a signed Confirmation Letter, the form of which is set forth in Exhibit C. BPU and its authorized agents will not arrange any purchase of Energy Block(s) absent Customer's timely written notice.

5.3. Annual Projections. By June 1 of each year, unless a different projection is required by Wholesale Provider, Customer shall provide annual projections of its requirements for the following Contract Year. BPU shall review at least quarterly the annual projection as compared to projected costs for the remainder of the Contract Year.

In the event such review or any other review indicates that the annual projection will not substantially correspond with actual monthly energy, capacity, transmission, and scheduling costs, or if at any time during such Contract Year there are or are expected to be extraordinary costs substantially affecting costs, BPU shall notify Customer of any billing adjustments applicable to the remainder of such Contract Year.

5.4. Planned Outages and Operations Updates. Customer will provide BPU with information related to its energy consumption, including any planned outages for operations and any ramping up or ramping down of operations. This information will assist BPU and its Wholesale Provider in connection with the Energy Block purchase, including forecasting and scheduling, and otherwise to minimize imbalance or other potential MISO charges. Hourly Energy Block purchases will be scheduled absent timely Customer communication to BPU.

5.5. Customer's Failure to Take. If Customer fails to take all or a portion of the Energy Block(s) that customer nominated under Section 5.2, then BPU or its agent or Wholesale Provider may arrange the sale of such amounts into the market. Customer shall nonetheless remain obligated to pay the Energy Block(s) that Customer nominated, and BPU shall apply the proceeds, if any, of any sale as follows: (1) to offset any costs to BPU, including, but not limited to, any MISO fees or charges, any amounts owing to its Wholesale Provider, and any costs associated with the resale efforts; (2) should any proceeds remain, to credit Customer up to the amount owing under the applicable billing statement(s) for the Energy Block(s) that Customer nominated but failed to take. For the avoidance of doubt, Customer shall be responsible for any additional costs required by its failure to take all or a portion of the nominated Energy Block(s).

5.6. MISO Program Requirements. Customer acknowledges and agrees that its electric service must at all times remain qualified under the MISO Programs. Customer shall fully comply with the requirements of the MISO Programs. Customer acknowledges and agrees that it is solely responsible for all penalties or charges due to the failure to comply with the MISO Programs. The failure to comply with the MISO Programs' requirements constitutes a material breach of the Agreement and subject to immediate termination by BPU. Customer shall fully cooperate and respond promptly to requests for information from BPU or its Wholesale Provider to assure initial and on-ongoing registration in the MISO Programs, including annual testing requirements and execution of documents reasonably required therefore.

5.7. Minimum Load Factor. Customer must maintain a minimum monthly Load Factor of 95%.

5.8. Interruptible Service. Customer's electric service will be interruptible according to the applicable MISO Programs or requirements of the Regional Transmission Owner, Minnesota Power ("MP"). When notified by MISO, MP, BPU, or its authorized agent, Customer shall remove the interruptible portion of its load from BPU's system at Customer Delivery Point. Customer acknowledges that the Energy Block purchased is interruptible and waives any claims of loss or damages dues to interruption.

5.9. Resale Prohibited. As a retail end user under Minnesota law, Customer is prohibited from reselling any power or energy under this Agreement.

5.10. Conservation Improvement Plan. Under Minnesota law, a conservation improvement plan fee of 1.5% of all electric utility charges is required for loads less than 20 MW. BPU will bill and collect this fee until the Customer provides notice that its load has reached at least 20 MW and that it elects to opt-out of this program.

5.11. All Requirements. During the term of this Agreement Customer agrees not to purchase electric power or energy within BPU's electric service territory from any person or party other than BPU, and, in consideration of the undertakings by BPU to arrange service to Customer, not to construct generation to serve Customer's load.

5.12. Option for Firm Service or Other MISO programs. With Customer's authorization, BPU will explore securing a firm power purchase arrangement for Customer needs, not to exceed the term of the Agreement. In the event that Customer wishes to participate in other MISO programs (interruptible or otherwise), Customer shall provide notice to BPU, and the Parties shall reach mutual agreement on the terms and conditions of such participation, evidenced by a separate, signed document.

5.13. Rates. Customer shall be responsible for all costs of providing or arranging service for Customer Load, including Energy Block costs, demand, transmission, scheduling, renewable energy requirements and the costs of compliance with energy regulatory provisions, and any other charges or penalties related to providing service or costs determined by MISO or other governmental entity of competent jurisdiction. All pass-through supply costs to BPU from the Wholesale Provider for Customer's service for will pass through in their entirety to Customer. In addition, Customer shall pay related BPU distribution system costs including monthly customer charge, capacity charge, distribution demand charge, and any City of Brainerd transfer costs. BPU has the right to adjust charges based on any future cost of service study. Customer shall be responsible for all taxes and fees, if any, from Customer's Point of Delivery.

5.14. Tariff. In addition to the terms and conditions contained in this Agreement, service to Customer shall also be subject to the terms and conditions contained in the BPU Large Interruptible Power Tariff and the applicable BPU electric service regulations.

5.15. Future Governmental Impositions. In the event that any governmental authority imposes any tax or assessment on BPU during the term of this Agreement, which tax or assessment increases BPU's cost of serving Customer, BPU shall be entitled to recover those increased costs from Customer.

5.16. Governmental Mandates or Requirements. In the event that the State of Minnesota or the United States of America or any agency of these governments imposes any renewable energy or generation requirement, conservation improvement mandate, environmental tax or assessment, transmission requirement, and/or any other requirement, tax, fee, charge, or assessment on BPU or Customer that increases BPU's

costs of providing service under this Agreement, BPU shall be entitled to pass such cost through to Customer.

(a) **Minnesota Renewable Energy Standard.** Without limiting the generality of this Section, BPU must demonstrate Customer's compliance with the Minnesota Renewable Energy Standard (RES) rules. As determined by Customer's annual energy use, BPU, at Customer's cost, shall comply with Customer's portion of this rule by purchasing and retiring the Renewable Energy Credits ("REC") needed by June 1st of the following compliance year. BPU and its Wholesale Provider will coordinate both the volume and cost in advance of the calendar year requirement and pass through to Customer these REC costs. The final determination of compliance will be submitted to the Minnesota Public Utilities Commission or the applicable state authority by June 1st of the following compliance year.

5.17. Character and Continuity of Service. Service to Customer will be scheduled or dispatched in accordance with prudent utility practice, subject however to transmission arrangements and agreements that BPU is a party to, MISO rules, regulations, curtailments and availability and Section 5.18. Customer shall comply with BPU's policies and procedures for large customer behind the meter, attached as Exhibit A.

5.18. Emergency Interruptions. BPU or its agent or authorized authority, including, but not limited to Wholesale Provider, MP, or MISO may temporarily interrupt, increase, or reduce deliveries of electric energy to Customer if BPU, MISO, MP, Wholesale Provider, or BPU's agent determines that such action is necessary in case of emergencies, including MISO requirements.

5.19. Planned Interruptions. BPU or its agent may interrupt or reduce deliveries of electric energy to Customer to install equipment in or make repairs to or replacements, investigations, and inspections of or to perform other maintenance work on the generation or transmission facilities and apparatuses. In the event on any temporary interruption, increase, or reduction of deliveries of electric energy due to such planned interruptions, Customer shall not be responsible, or required to pay, for any period of temporary interruption, increase, or reduction. The provisions of Section 5.23 shall apply.

5.20. Force Majeure. To the extent a Claiming Party is prevented by Force Majeure from carrying out, in whole or in part, its obligations under this Agreement and the Claiming Party gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations with respect to this Agreement, other than the obligation to make payments due or becoming due with respect to performance before the Force Majeure. The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

5.21. Force Majeure Exceptions. Force Majeure shall not be based upon (1) the loss of Customer Load; (2) Customer's inability to economically use or receive the Energy Blocks; or (3) BPU's ability to resell the Energy Blocks at a price greater than the pricing set forth in the Agreement.

5.22. Permanent Facility Shutdown. In the event of a permanent cessation of operations at the Customer facilities, Customer shall notify BPU and Wholesale Provider in writing at least twelve months in advance. Upon notification by Customer, BPU, its agent, or its Wholesale Provider shall make commercially reasonable efforts to arrange the sale of remaining nominated Energy Blocks to the market. BPU shall apply the proceeds, if any, of such sale as follows: (1) to offset any costs to BPU, including, but not limited to, any MISO fees or charges, any amounts owing to its Wholesale Provider, and any costs associated with the resale efforts; (2) to satisfy the amounts owing under the applicable billing statement(s) for the Energy Blocks; provided, however, that in the event of a loss, the Customer shall be responsible for any difference between the billing statement(s) for the Energy Blocks and the corresponding resale amount. Customer shall continue to be responsible for all payments under this Agreement if BPU or its Wholesale Provider make commercially reasonable efforts to arrange a sale, from the date of the notice through the later of the expiration of the nominated Energy Block(s) or the term. Customer's rescission or modification of such notice shall be permitted only at the sole discretion of BPU and the Wholesale Provider.

5.23. Resale of Portion of Customer Load. If BPU must interrupt or reduce delivery of electric energy to Customer as provided in Section 5.19, then BPU, its agent, or its Wholesale Provider shall make commercially reasonable efforts to arrange the sale of the applicable portions of the Energy Blocks not used by Customer to the market. BPU shall apply the proceeds, if any, of such sale as follows: (1) to offset any costs to BPU, including, but not limited to, any MISO fees or charges, any amounts owing to its Wholesale Provider, and any costs associated with the resale efforts; (2) to satisfy the amount owing under the applicable billing statement(s); and (3) any remaining proceeds to Customer.

5.24. Registration for Load Management. To offset the cost of volatile and rising capacity market prices, Customer must register its facility in the Voltus Operating Reserve (OR) and demand Response (DR) program. These programs will also allow Customer to participate in the MISO Load Management Resource (LMR) program in order to receive an offsetting capacity credit from MISO, based on the amount of expected demand during the MISO Planning Year ("PY") by season. The $2,000/month cost of administering this program shall be paid by Customer and invoiced by BPU. Based on Customer's forecast, Wholesale Provider/Voltus, will register Customer every November before the next PY. Should Customer need to request a change to its expected forecasted demand, Customer will inform Wholesale Provider/Voltus as soon as possible, but no less than 2 months before the next MISO capacity auction, and such requested change shall only be allowed if MISO approves. Customer shall always inform Wholesale Provider and Voltus of its minimum desired participation levels or both demand and ancillary services during all hours, (or the amount that cannot be curtailed by MISO).

5.25. Capacity Costs. Once the MISO LMR registration period ends, Voltus shall transfer to Wholesale Provider the ZRC Capacity equivalent, based on Customer's LMR participation level, and such ZRC amount shall also be added to the BPU capacity forecast that is submitted to MISO for the upcoming PY. To the extent the amount of ZRC transferred by Voltus to Wholesale Provider is less than the amount submitted to MISO, Customer shall pay the difference at the then market price for bi-lateral capacity, which such cost shall be confirmed by Customer at least 8 weeks before the auction start date.

5.26. Customer Responsibility. Upon registration with Voltus, Customer shall assume all underperformance liability in the MISO LMR program for the duration of the PY. Underperformance penalties specifically include, but are not limited to:

a. Energy penalties assessed by MISO directly attributable to Customer failing to reach its committed performance, according to BPM 11 section 4.2.7 and Section 69A.3.9 of Module E-1 of the MISO tariff; and

b. Capacity penalties assessed by MISO due to resource disqualification according to BPM 26 and Section 69A.3.9 of Module E-1 of the MISO tariff.

6. DELIVERY AND EQUIPMENT.

6.1. Points of Delivery and Metering. Customer shall have a metered Point of Delivery at three-phase, 60 hertz, alternating current at high voltage of 34,500/19,900.

6.2. Equipment Ownership. Customer shall install, own, operate, and maintain, at its sole expense, all facilities necessary to reach BPU's available distribution and transmission lines of adequate capacity to handle customer's electric service requirements, including, but not limited to, the equipment necessary to interrupt customer's load.

6.3. Standby Generating Equipment. Unless authorized by separate written agreement, standby electric generating equipment installed by the Customer shall not be interconnected or operated in parallel with the BPU system. Subject to BPU's review and approval, Customer shall own, install, operate, and maintain electrical interlocking equipment that will prevent parallel operation.

6.4. Metering and Settlements. Customer shall require Voltus to install its revenue quality and real-time meter as required by participation in the Voltus programs and provide ongoing access by Wholesale Provider to this data. Wholesale Provider shall use the metered data, among other purposes, for settlement, bid development, and forecasting purposes.

7. BILLING / PAYMENT.

7.1. Billing Statement. Unless BPU determines, in its sole discretion, to issue invoices more frequently, BPU will invoice Customer on or about the last calendar day of each

month, including by email or other electronic transmission. The billing statement will include all pass-through expenses from BPU and the Wholesale Provider, including capacity, energy, MISO charges, congestion charges, as well as the BPU Substation Charge, applicable Conservation Incentive Program charges, renewable energy requirements, RECs, and the costs of compliance with energy regulatory provisions, and all other applicable taxes, charges, penalties, and assessments. If BPU issues billing statements twice a month, the first statement, issued on or about the fifteenth of the month, will present estimated charges and the final bill will present a true-up of amounts owed.

7.2. Payments. Customer's payments are due in same day funds seven (7) calendar days following issuance of the billing statement (the "Due Date"). Same day funds mean funds that are available for BPU's use on the same day as the Due Date. Bills not paid in same day funds on or before such Due Date as printed on the bill are past due or delinquent and shall bear a late fee until paid at the rate of one and one-half percent (1½%) per month.

7.3. Monthly Summary. BPU or Wholesale Provider will prepare a monthly billing summary which will show all power delivered to BPU on behalf of Customer.

7.4. Delinquent Amounts; Disconnection. Customer bills become delinquent if not paid on or before the past due date as shown on bill and service may be discontinued for delinquency upon two (2) days written notice to Customer. Additionally, BPU may draw upon assurances as defined in the Credit and Security Addendum for delinquent amounts.

7.5. Amounts Owing. The disconnection of service for any cause shall not release Customer from any obligation to pay for utilities or services received or amounts specified in the Agreement. Any delinquent amounts will be subject to collection procedures. BPU may employ any and all reasonable methods for collecting unpaid amounts, including assignment to collection agencies, or legal actions against Customer. If BPU believes Customer is insolvent, is in financial difficulty or considering bankruptcy, BPU may take appropriate action to secure payment of previous and present charges for electric service. Such action may include obtaining an adequate security deposit, collecting payment on a more frequent basis, or other such actions as may be deemed necessary and reasonable under the circumstances.

7.6. Reconnection Request. Before BPU considers any request by Customer for reconnection of service, all account balances must be paid in full. Before reconnecting service, BPU may require a reconnect charge, deposit, assessment, security, or other appropriate conditions to assure payment.

7.7. Billing Disputes. In the event of any dispute as to any portion of any billing statement, the Customer shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to BPU not later than the date such payment is due. Such notice shall identify the amount in dispute and set forth a summary of the grounds on which such dispute is based. BPU shall consider such dispute and

shall advise Customer of BPU's position within thirty (30) days following receipt of such written notice. Upon final determination (whether by agreement, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount shall be properly reflected in the billing statement next submitted to Customer after such determination. Customer shall not have the right to challenge any billing statement or other bill, invoice, or statement provided by BPU after a period of twelve months from the date of rendering.

8. PROJECT COSTS AND CONSTRUCTION.

8.1. Project Costs. Customer is responsible for all costs of planning, facilities, acquisition, installation, and construction incurred by BPU in arranging electric facilities to Customer's Delivery Point. Customer has provided an initial deposit to BPU according to the Customer Deposit and Initial Expense Agreement between the Parties to defray these costs. Customer acknowledges and agrees that BPU will not incur expenses without Customer's upfront payment. Delinquent payments are subject to the interest provision and service disconnection under Sections 7.2 and 7.4.

8.2. Project Responsibility. BPU shall have sole responsibility for decisions on behalf of the Customer with respect to BPU's interconnection with Customer's system. Customer shall be responsible for its system from Customer's Points of Delivery to Customer's operations.

8.3. Local Approvals. The project is subject to all typical local approvals, including, but not limited to comprehensive plan, zoning, subdivision, environmental and historic approval processes, traffic management plans, inspections, site plan and design reviews, conditional use permits, variances, and other applicable zoning and land use approvals.

8.4. Customer Responsibility. Customer shall be responsible to maintain, repair, and replace its facilities in good condition and repair at all times under this Agreement. Customer shall comply with all applicable permits, state, federal, and local laws and requirements. Customer shall give BPU access at all reasonable times to allow BPU to inspect Customer's facilities and interconnection with BPU's system to confirm compliance with the requirements of this Section.

9. CERTAIN OBLIGATIONS OF THE CUSTOMER.

9.1. Unconditional Payment Obligation. The Customer shall pay its billing statement whether or not its energy is suspended, interrupted, interfered with, reduced, curtailed, or terminated in whole or in part. Provided, however, payments shall be subject to Section 5.23.

10. TRANSMISSION SERVICE.

10.1. BPU shall arrange for the transmission of energy sold under this Agreement to Customer's Point of Delivery at Customer's sole cost and expense.

10.2. Customer or its agent shall be responsible and arrange for the installation, construction, maintenance, and repair of all facilities required for it to receive electric energy into its system from Customer's Point of Delivery.

10.3. BPU shall provide or shall cause to be provided all required ancillary services, including scheduling and dispatch of electrical energy.

10.4. The Customer appoints BPU, or its authorized agent, as Customer's agent to arrange for such transmission and ancillary services.

10.5. The Customer shall be solely responsible for all transmission and transformation losses and costs incurred with respect to the energy and capacity required by Customer.

10.6. The Customer shall be responsible for payment of all costs for the transmission services and arrangements described in Sections 10.1 through 10.5.

11. REPRESENTATIONS AND WARRANTIES BY CUSTOMER. Customer represents and warrants as of the effective date that:

11.1. It is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware and has all requisite power and authority (corporate and otherwise) and has made all registrations and filings (if any) required under the laws of the State to own its property and to carry on its business as now conducted and as intended to be conducted under this Agreement, and to enter into and carry out the terms of this Agreement.

11.2. The execution and delivery of this Agreement by Customer and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary board, shareholder, or other company action on behalf of Customer, and Customer is not subject to any charter, bylaw, lien or encumbrance, agreement, instrument, order or decree of any court or governmental body (other than any required governmental approval) which would prevent the consummation of the transactions contemplated by this Agreement.

11.3. The execution, delivery, and performance of this Agreement by Customer do not and will not violate any material statute, ordinance, or governmental rule or regulation applicable to Customer, or result in a breach or constitute a default under any indenture or agreement to which it is a party or by which it or its property may be bound.

11.4. This Agreement has been duly executed and delivered by Customer, and this Agreement and such instruments executed as the result thereof shall, constitute legal, valid, and binding obligations of Customer enforceable in accordance with their terms, subject, however, to the effects of bankruptcy, insolvency, reorganization, moratorium and similar laws from time to time in effect relating to the rights and remedies of creditors, as well as to general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

11.5. No further consent, approval, permit, license or authorization of any governmental body is required in connection with the execution, delivery and performance of this Agreement by Customer.

11.6. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the knowledge of Customer, threatened against or affecting Customer as to the execution, delivery, validity, performance, or enforceability of this Agreement.

11.7. No event has occurred and is continuing which would constitute, or upon the passage of time or the giving of notice or both could constitute, directly or indirectly, a default as to Customer under this Agreement.

11.8. Neither Customer nor any affiliate of Customer has taken any action which would give rise to a valid claim against BPU for a brokerage commission, finder's fee, or other like payment.

12. REPRESENTATIONS AND WARRANTIES BY BPU. BPU represents and warrants as of the effective date that:

12.1. BPU is a municipal utilities commission duly established and existing under the law of the State of Minnesota. BPU has the power and authority under the law to own its property and to carry on its business as now conducted and to enter into and to carry out the terms of this Agreement.

12.2. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary approval on behalf of BPU, and BPU is not subject to any constitutional provision, statute, bylaw, lien or encumbrance of any kind, or any agreement, instrument, order or decree of any court or governmental body (other than any required governmental approval) which would prevent consummation of the transactions contemplated by this Agreement.

12.3. The execution, delivery and performance of this Agreement by BPU does not or will not violate any material constitutional provision, statute, charter, ordinance, or governmental rule or regulation applicable to BPU, or result in a breach or constitute a default under any indenture or agreement to which BPU is a party or by which its properties may be bound.

12.4. This Agreement has been duly executed and delivered by BPU, and this Agreement does constitute legal, valid, and binding obligations of BPU enforceable in accordance with their terms, subject, however, to the effects of bankruptcy, insolvency, reorganization, moratorium and similar laws from time to time in effect relating to the rights and remedies of creditors, as well as to general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

12.5. BPU has not employed any broker or finder in connection with the transactions contemplated by this Agreement nor has it taken any action which would give rise to a valid claim against Customer for a brokerage commission, finder's fee or other like payment.

12.6. No further consent, approval, permit, license, or authorization of any governmental body or the voting public is required in connection with the execution, delivery, and performance of this Agreement by BPU.

12.7. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the knowledge of BPU, threatened against or affecting BPU contesting or affecting as to BPU the execution, delivery, validity, or enforceability of this Agreement.

12.8. No event has occurred and is continuing which would constitute, or upon the passage of time or the giving of notice or both could constitute, directly or indirectly, an event of default as to BPU under this Agreement.

13. DISCONNECTION OF SERVICE.

13.1. BPU may refuse to connect, or may disconnect service for good cause, including, but not limited to, violation of any of its service regulations, failure to pay a deposit when requested, failure to pay utility charges when due, theft or illegal diversion of the electricity, or upon receipt of written instructions from the proper authorities of the violation of municipal, state, or national electric codes.

13.2. Upon unauthorized use of electricity by the Customer during periods of ordered interruption, BPU in its sole discretion may, or its agent may, immediately disconnect service.

13.3. If BPU in its sole discretion determines a safety issue or system emergency, BPU or its agent may immediately disconnect service to Customer.

14. DEFAULT AND REMEDIES; INDEMINTY.

14.1. Customer Default. Each of the following shall constitute a default by Customer ("Customer Event of Default"):

- **(a)** The failure of the Customer to make any payment in full when due under this Agreement;
- **(b)** Customer's violation or failure to perform or observe any obligation, covenant, or condition of this Agreement (other than as provided in (a)) and upon BPU's demand to Customer, the failure to cure within 2 days;
- **(c)** Customer shall institute voluntary proceedings in bankruptcy, (ii) involuntary proceedings in bankruptcy shall be instituted against Customer that are not discharged within ninety (90) days thereafter, (iii) any proceedings shall be instituted by or against Customer under any law relating to insolvency or bankruptcy reorganization, and in the case of an involuntary proceeding, that

is not discharged within ninety (90) days after filing, (iv) a trustee or receiver shall be appointed for the Customer by any court of competent jurisdiction, or (v) the Customer shall make a general assignment for the benefit of its creditors; or

(d) Any representation or warranty made by the Customer in this Agreement shall prove to have been incorrect when made, in any material respect.

14.2. Cure Option. If the Customer in good faith disputes the legal validity of BPU's demand under Section 14.1(b), Customer shall perform such obligation within the 2-day period under protest directed to BPU and specifying the rationale for the objection.

14.3. Costs Relating to Default. Whenever there occurs any default, any condition or state of affairs which with the lapse of time or the giving of notice could result in a Customer Event of Default, or an actual Customer Event of Default, and if BPU employs attorneys, engineers, financial advisors, or other consultants, or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Customer under this Agreement, the Customer agrees that it shall, within seven calendar days of written demand by BPU pay to BPU the reasonable fees of such attorneys, engineers, financial advisors, or consultants, and such other expenses so incurred by BPU.

14.4. Immediate Action. In the event of Customer's failure to disconnect interruptible service or if BPU in its sole discretion determines the existence of a safety issue or system emergency, BPU or its agent shall be entitled to immediately, without further notice, terminate Customer's service.

14.5. Other Remedies. In the event of a Customer Event of Default, BPU will have the right to exercise any of the following remedies:

(a) any remedy afforded hereunder or by law;
(b) seek specific performance or other equitable relief;
(c) sue for money damages;
(d) disconnect service as provided in this Agreement; or
(e) terminate this Agreement.

14.6. Remedies Cumulative; Limitation on Remedies; Waiver. All rights and remedies set forth in this Agreement are cumulative and in addition to the Parties' rights and remedies at law or in equity, subject, however, to any limitation on damages, fees and costs as provided for in this Agreement. A Party's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. A Party's delay or failure to exercise or enforce any rights or remedies shall not constitute a waiver of any such rights, remedies, or obligations. No Party shall be deemed to have waived any default unless such waiver is expressly set forth in an instrument signed by such Party. If a Party waives in writing any default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Agreement, except as to the specific circumstances described in such written waiver. Neither payment of a lesser amount than the sum due hereunder, nor endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction, and

the other Party may accept the same without prejudice to the right to recover the balance of such sum or to pursue any other remedy.

14.7. BPU Immunity. Nothing contained in this Agreement shall in any way affect or impair BPU's immunity or the immunity of its commissioners, officials, employees, agents, attorneys, consultants, or independent contractors, whether on account of official immunity, legislative immunity, statutory immunity, discretionary immunity or otherwise. Nothing contained in this Agreement, including any provisions regarding obtaining insurance or otherwise being insured, shall in any way affect or impair the limitations on BPU's liability or the liability of BPU's commissioners, officials, employees, agents, attorneys, consultants, or independent contractors set forth in Minnesota Statutes Chapter 466, as such statute may be amended, modified, or replaced from time to time. By entering into this Agreement, BPU does not waive any rights, protections, or limitations provided to BPU or its commissioners, officials, employees, agents, attorneys, consultants, or independent contractors under the various rules of governmental immunity or under Minnesota Statutes Chapter 466, as such statute may be amended, modified, or replaced from time to time.

14.8. Indemnity. Customer shall indemnify, defend, and hold BPU, its officials, officers, agents, and employees harmless from any liability, claim, assessment, penalty, causes of action, judgment, damage, loss, cost, or expense, including reasonable attorneys' fees, to the extent resulting directly or indirectly from any act, failure to act, or omission of Customer, its employees, agents, or representatives, in the performance of this Agreement. The provisions of this Section shall survive the termination of this Agreement.

14.9. Customer Responsibility. Customer, its successors, and assigns, shall be solely responsible and liable for Customer's obligations under the terms of this Agreement. The failure by Customer to meet such obligations shall not create or give rise to any claim, liability, or obligation of BPU.

15. RELATED DOCUMENTS; NOTICE; DATA.

15.1. Credit and Security Addendum. BPU and Customer have entered into this Agreement with the express understanding that service at the Customer Point(s) of Delivery will be subject to Customer's compliance with the Credit and Security Addendum attached hereto as Exhibit B. To the extent possible, the Credit and Security Addendum and this Agreement will be interpreted in a manner to give effect to both agreements. To the extent that any provision in the Credit and Security Addendum directly and irreconcilably conflicts with the main body of this Agreement, the applicable Agreement provision shall govern. Nothing in the Credit and Security Addendum or this Section limits the rights or remedies otherwise available to BPU under this Agreement.

15.2. Notice. Any notice, election or other correspondence required or permitted under this Agreement shall become effective upon receipt and, except invoices and payments, shall be deemed to have been properly given or delivered when made in writing and delivered by letter, personal service, facsimile, or other documentary form to the authorized representative of the parties designated below:

TO BPU:
ATTN: Todd Wicklund
8027 Highland Scenic Rd
PO Box 373
Brainerd, MN 56401
Phone: (218) 829-3220
Email: twicklund@bpu.org

TO CUSTOMER:
Jerry Tang
1540 Broadway Suite 1010
New York, NY 10036
Phone: (917) 558-3563
Email: jerry.tang@vcvdigital.com

The Parties shall provide each other with any updated contact information. BPU shall provide Customer with any updated contact information for its Wholesale Provider.

15.3. Protected Data. The Parties acknowledge and agree that BPU is subject to the Minnesota Governmental Data Practices Act, Minnesota Statutes, Chapter 13 (the "Act"). Customer electric usage levels and other identifying information of Customer "customer data" is governed by the Act. Customer acknowledges and agrees that the MISO Programs and Energy Block purchases, among other terms of this Agreement, require close communication with the Wholesale Provider and BPU's authorized agent. Customer authorizes and consents to BPU to providing customer data to Wholesale Provider and BPU's authorized agent for the purpose of planning, performing, billing, collecting, and enforcing this Agreement. Any data that a Party provides that is not generally available to the public and that contains value in remaining confidential shall be marked "trade secret."

15.4. Forward Contract. The Parties acknowledge and agree that all Energy Block transactions under this Agreement constitute forward contracts within the meaning of the United States Bankruptcy Code.

16. GENERAL

16.1. Entire Agreement. This Agreement constitutes the entire Agreement and, with respect to the subject matter herein, supersedes all prior agreements and understandings, oral and written, between the Parties hereto, including the Large Industrial Power Agreement effective March 22, 2022. Headings are for convenience and are not a part of this Agreement.

16.2. Successors and Assigns. This Agreement shall be binding upon the respective Parties, their successors and assigns, on and after the effective date hereof; provided, however, that neither this Agreement, nor any interest herein, shall be assigned, transferred, or sold by the Customer, including, without limitation, any membership

interests sales of the Customer, without the prior written consent of BPU, for consideration at the next Commission meeting. No such assignment, transfer, or sale shall relieve Customer of any obligation hereunder, unless mutually agreed by the Parties.

16.3. Joint Drafting. The Parties agree that they participated equally in, and are jointly responsible for, the drafting of this Agreement. In the event of any dispute, any ambiguity in this Agreement shall not be construed against either Party.

16.4. Governing Law and Jurisdiction. The validity, interpretation, and performance of this Agreement and each of its provisions shall be governed by the laws of Minnesota without regard to its conflicts of law principles. The Parties agree that any claim, action, or proceeding seeking any relief in connection with this Agreement shall be brought in a state or federal court of competent jurisdiction located in Minnesota.

16.5. Severability. If any provision in this Agreement is determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired and they shall remain in force and effect.

16.6. Duly Authorized Signatories; Binding Effect of Execution. Each Party represents and warrants that the person executing this Agreement on its respective behalf is duly authorized to do so, and that, by such execution set forth on the following page of this Agreement, such party is hereby duly and lawfully bound by this Agreement.

16.7. Counterparts. This Agreement may be executed in counterpart copies by the Parties and each counterpart, when taken together with the other, shall be deemed one and the same executed Agreement.

[Remainder of page blank; signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by the duly authorized signatories the 16th day of April, 2024.

WATER AND LIGHT DEPARTMENT D/B/A/ BRAINERD PUBLIC UTILITIES

By: _____

Title: Brainerd Public Utilities Commissioner

VCV DIGITAL INFRASTRUCTURE MINNESOTA, LLC

DocuSigned by:

By: Amanda Klier

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Title: Director of Business Management

Exhibit A

BPU Large Customer Behind the Meter Procedures

The following policies and procedures govern BPU's large customer agreements involving load over 5 MW.

Energy and Ancillary Forecasting and Cost:

Customer will provide AEP with its forecasted demand needs on an ongoing basis. This forecast shall be submitted to the AEP Forecasting and Bid Development Team's email to LFG_Unreg@aepes.com and bid_dev_gen_resources@aepes.com, which shall include any changes to the forecasted amounts (increases or decreases). AEP will require at least 48-hours advance notice to make any changes to the forecasted energy volumes.

Unless Customer elects to purchase its energy on a Real-Time (RT) basis, AEP will submit to MISO a daily energy schedule that will settle at the CP Node MP.AEPE14, based on the Day-Ahead (DA) energy forecast. Any imbalances will continue to be passed through as applicable.

Customer must communicate any requested changes to the energy schedule or forecast with the AEP Forecasting Team and Bid Development group emails as listed above. Such changes shall occur only: (1) upon receipt of an acknowledgment response from AEP, and (2) after the passage of at least 48 hours after AEP receives Customer's such change request.

Customer may also choose to hedge all or a portion of its energy needs (Around-the-Clock ATC, Settled DA at the MP.MP CP Node) in advance of the desired term. This hedge shall be coordinated with AEP's Mid Marketing Department and a final agreement must be approved and entered into between AEP and BPU. Customer will then assume any additional congestion cost from MP.MP to MP.AEPE14.

Customer must participate in the Voltus Operating Reserve (OR) program and Demand Response (DR) program. That program will provide Customer with ongoing savings in the MISO market. Other than the monthly LMR administration fee as shown in Section 5.24, any charges/benefits for participation in the Voltus program shall be separately settled as between Customer and Voltus.

Transmission Cost:

The only way to reduce Customer's Transmission cost is for Customer to accurately predict the local transmission peak hour and to curtail its load during such hour. Any reduction in peaks will show up in the monthly invoice as provided by Minnesota Power (MP), and MP may elect to not allow the reduction. Regardless, the actual transmission MP costs will be passed through as they are incurred.

Exhibit B
Credit and Security Addendum

THIS CREDIT AND SECURITY ADDENDUM (this "Addendum") is made and executed by and among VCV Digital Infrastructure Minnesota, LLC ("Customer") and Water and Light Department d/b/a/ Brainerd Public Utilities ("BPU"), and is attached to and made a part of that certain Amended and Restated Large Interruptible Power Agreement dated as of April 16, 2024 (the "Agreement"). All capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the Agreement.

WHEREAS, BPU will supply electric power and associated energy to Customer for its sole use under the terms and conditions of the Agreement;

WHEREAS, BPU is relying on the performance of Customer in order to perform its wholesale payment obligations to Wholesale Provider;

WHEREAS, as a condition to performing its obligations, BPU requires that Customer provide security, in the forms and amounts as required in this Addendum, securing all obligations of Customer under the Agreement.

NOW THEREFORE, in consideration of the commitments herein and for other good and valuable considerations Customer and BPU agree as follows:

1. Customer shall provide to BPU documentation fulfilling the security requirements as detailed in this Addendum (the "Security"). BPU shall have the right to suspend any or all of its obligations under the Agreement, until such Security has been submitted and accepted by BPU in its sole discretion. At all times during the term of the Agreement and for six (6) months following the term of the Agreement, Customer shall maintain the Security. Any default under any instrument delivered to satisfy the Security requirements, or any failure to deliver or maintain the Security as required herein shall constitute a default by Customer under the Agreement and this Addendum.

2. BPU shall hold the Security. BPU may draw on the Security in full or in part, in its sole discretion upon any default by Customer under this Addendum or upon any default or suspension under the Agreement, including any failure by Customer to pay any and all amounts due under the Agreement, including regular billing statements or otherwise (each, a "Delinquent Amount"). After BPU has made any draw on the Security to pay a Delinquent Amount, Customer shall re-establish such Security by causing the Issuer (as defined below) to increase the available amount on the Security instrument back up to the Required Amount (as defined below).

3. The required Security shall be a letter of credit or cash based on the following length of term of the Energy Block purchase:

a. Six month, One-year, or Two-year contract – The Security shall be the

difference between Energy Block price in $/MWh and the price BPU would be required to sell on the market in $/MWh. This spread is calculated to be twenty-five percent (25%) of contracted Energy Block price multiplied by monthly MWh usage under contract multiplied by the number of months under contract (Delivery Period).

b. Monthly contract – deposit and/or letter of credit equal to the number of months under contract. By way of example, a one-month deposit equals a one month billing statement, including all pass-through expenses from the Wholesale Provider, including capacity, energy, MISO charges, congestion charges, as well as the BPU substation charge, applicable Conservation Incentive Program charges, and all other applicable taxes, charges, penalties, and assessments.

4. The amount of Security required by or available to BPU is based on estimates of costs and liabilities and shall not limit the damages that are otherwise required to be paid by Customer hereunder. In the event the Security drawn by or paid to BPU is not sufficient to cover all amounts due to BPU from Customer, Customer shall be required to pay the full amount of the deficiency.

5. The required Security shall be in the form cash or of an irrevocable standby letter of credit to BPU in a form and substance acceptable to BPU in its sole discretion. The issuing financial institution for such letter of credit shall have, and must maintain at all times, an unsecured bond credit rating at the time of issuance equivalent to (a) A- or better as determined by Standard & Poor's Rating Services and (b) A3 or better from Moody's investors Service, Inc., or if these are not available, equivalent ratings from alternate rating sources acceptable to BPU in its sole discretion and, at all times, with a minimum of $10 billion in capital and otherwise acceptable to BPU in its sole discretion (the "Issuer"). The letter of credit must be issued by an Issuer chartered and domiciled in the United States, or by a branch bank located in the United States. Customer shall immediately notify BPU if the Issuer fails to maintain the bond rating described in this paragraph or the minimum capital requirement and, notwithstanding paragraph (c) below, shall within five (5) Business Days (where Business Day shall mean Monday through Friday, excluding federal holidays) deliver a replacement letter of credit in form and substance and as described in this Addendum that is acceptable to BPU in its sole discretion. Such failure to deliver a replacement letter of credit from a qualifying Issuer will be considered a default under this Addendum and BPU shall have the right to draw immediately (or upon such time as BPU elects in its sole discretion) upon the remaining balance of the existing letter of credit and may at Customer's cost place the amounts so drawn, to the extent not yet owing to BPU, in an interest bearing escrow account owned and controlled by BPU (an "Escrow Account"). Credit rating means for any Person (as defined herein), the senior unsecured and non-credit-enhanced long-term debt rating of such Person or, if such Person does not have a senior unsecured and non-credit-enhanced long-term debt rating, the issuer rating of such Person. Person means an individual, corporation, limited liability company, voluntary association, joint stock company, business trust, partnership, governmental authority, or other entity.

6. The form of Security must permit claims and drawings to be made unilaterally by BPU in accordance with the terms of this Addendum. A form Letter of Credit and

Drawing Under Letter of Credit is attached hereto as Attachment A. The letter of credit must be issued for a minimum term provided below and by its terms shall be automatically extended for a period of at least the same period of time on each successive expiration date, unless, at least one hundred twenty (120) calendar days before the current expiration date, the Issuer notifies BPU by overnight courier or certified mail that the Issuer has decided not to extend the letter of credit. Any unused portion of the letter of credit shall be available for drawings regardless of renewal, through the current expiration date. If the Issuer notifies BPU that it will not renew, BPU may then immediately (or any time prior to expiration, in BPU's sole discretion) draw upon the remaining balance and may, at Customer's cost place the amounts so drawn, but not yet owing to BPU, in an Escrow Account.

7. Customer may replace a letter of credit in form and substance and as described in this Addendum that is acceptable to BPU in its sole discretion, with another letter of credit from another Issuer meeting all requirements described above, provided however that Customer has given at least one hundred twenty (120) calendar days notice to BPU that a replacement letter of credit will be issued. Any replacement letter of credit(s) will be issued not later than sixty (60) calendar days prior to the expiration of the current letter of credit. BPU may immediately draw down the remaining balance of the current letter of credit if a replacement letter of credit is not delivered to BPU at least sixty (60) calendar days prior to the expiration of the current letter of credit and may, at Customer's cost place the amounts so drawn, but not yet owing to BPU, in an Escrow Account.

8. Any funds placed into an Escrow Account hereunder shall constitute cash collateral securing the obligations of Customer under the Agreement and shall be subject to disbursement to, or withdrawal by, BPU to satisfy any amounts owing by Customer to BPU hereunder. Customer hereby grants a security interest to BPU in any such cash collateral.

9. Security for payment in the form of an irrevocable letter of credit shall be governed by the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Brochure No. 600 (the "UCP"), as may be amended, except that to the extent that the terms of the letter of credit are inconsistent with the provisions of the UCP (including but not limited to Articles 14(b), 32 and 36 of the UCP), the terms of the letter of credit shall control. To the extent the provisions of this letter of credit are not covered in the UCP, and to the extent not inconsistent with the UCP or made inapplicable by the letter of credit, the laws of State of New York, including the Uniform Commercial Code as in effect in the State of New York, shall apply thereto. Each letter of credit shall permit partial and multiple drawings and presentations and the beneficiary's interest shall be freely transferable.

10. Customer may provide all or any portion of the Security for payment in cash collateral deposited into an Escrow Account, and BPU shall refund any such cash security not owed or owing to BPU within 5 Business Days after Customer's replacement of such cash security with a letter of credit meeting the terms of this

Agreement. All such cash security posted by Customer shall be posted with United States currency.

11. Any security obligations hereunder are in addition to, and not duplicative of, any security obligations required of Customer in any other agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be duly executed by their duly authorized officers or agents on the day and year first above written.

WATER AND LIGHT DEPARTMENT D/B/A/ BRAINERD PUBLIC UTILITIES

By: _____

Name: Mike Angland

Title: Brainerd Public Utilities Commissioner

VCV DIGITAL INFRASTRUCTURE MINNESOTA, LLC

DocuSigned by:

By: Amanda Klier

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Name: Amanda Klier

Title: Director of Business Management

Attachment A: Form of Letters of Credit

_____ (Date)

Letter of Credit No. _____

To: City of Brainerd, Minnesota, by and through the
Brainerd Public Utilities ("Beneficiary")

_____
Brainerd, Minnesota _____
Attention: _____

1. We hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), in the aggregate amount of $_____, effective immediately and available to you at sight upon demand at our counters at _____(location) and expiring 364 days from date of issuance or any extension thereof (in the form of Annex 5), unless terminated earlier or automatically extended in accordance with the provisions hereof or otherwise extended.

2. This Letter of Credit is issued at the request of the Applicant, and we hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the maximum amount of this Letter of Credit, subject to reduction as provided in Paragraph 12 hereof. This Letter of Credit may be drawn:

(a) upon an Event of Default with respect to the Applicant under the Power Supply Agreement; or

(b) in the event the Applicant has failed to supply a substitute letter of credit thirty (30) days prior to the expiration of this Letter of Credit as required by the Power Supply Agreement.

3. A partial or full drawing hereunder may be made by you on any Business Day on or prior to the expiration of this Letter of Credit by delivering, by no later than 11:00 A.M. (prevailing Central Time[1]) on such Business Day to (Bank), (address), (i) a notice in the form of Annex 1 hereto, appropriately completed and duly signed by an Authorized Officer of the Beneficiary and (ii) your draft in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of the Beneficiary.

4. We may, but shall not be obligated to, accept any request to issue a substitute letter of credit. Such request shall be in an Availability Certificate in the form of Annex 3 hereto by you to us for exchange for a new letter of credit in the amount set forth in an Availability Certificate, which amount shall not exceed the present value of this Letter of Credit. Upon acceptance by us of any such request to issue a substitute letter of credit for exchange, the new letter of credit shall be issued in the amount as set forth in the Availability Certificate.

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1 If the issuer of the Letter of Credit is located in an area that is not in the [Central] time zone, this time and all other times in this Letter of Credit, and the definition of a Business Day should be adjusted accordingly.

5. We hereby agree to honor a drawing hereunder made in compliance with the terms and provisions of this Letter of Credit by transferring in immediately available funds the amount specified in the draft delivered to us in connection with such drawing to such account at such banks in the United States as you may specify in your draft delivered to us pursuant to Paragraph 3 hereof, by 3:00 P.M. prevailing Central Time on the date of such drawing, if delivery of this requisite document is made prior to 11:00 A.M. (prevailing Central time) on a Business Day pursuant to Paragraph 3 hereof, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery of the requisite document is made after 11:00 A.M. (prevailing Central time) on any Business Day pursuant to Paragraph 3 hereof.

6. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice (not later than three (3) Business Days following the date of receipt of the documents) that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefore and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment to the extent that you are entitled to do so, provided, however, that in such event a conforming demand for payment must be timely made in accordance with the terms of this Letter of Credit.

7. This Letter of Credit will automatically terminate and be delivered to us for cancellation on the earliest of (i) the making by you of the drawings in an amount equal to the maximum amount available to be made hereunder; (ii) the date we issue a new letter of credit in exchange for this Letter of Credit in accordance with Paragraph 4 hereof; and (iii) the date we receive from you a Certificate of Expiration in the form of Annex 4 hereto. The Letter of Credit will be automatically extended without written amendment for successive additional one (1) year periods from the current or any future extended expiry date, unless at least one hundred and twenty (120) days prior to such date of expiration, we give written notice to the Beneficiary by registered or certified mail, return receipt requested, or by overnight courier, at the address set forth above, or at such other address of which prior written notice has been provided to us, that we elect not to renew this Letter of Credit for such additional one (1) year period.

8. As used herein:

"Authorized Officer" shall mean any Commissioner or officer of the Brainerd Public Utilities Commission, or any Finance Director or any other person holding an equivalent title.
"Availability Certificate" shall mean a certificate substantially in the form of Annex 3 hereto, appropriately completed and duly signed by an Authorized Officer of the Beneficiary.
"Business Day" shall mean any day on which commercial banks are not authorized or required to close in New York, NY and any day on which payments can be effected on the Fed wire system.
"Power Supply Agreement" shall mean that certain Large Industrial Power Agreement between the Applicant and the Beneficiary, dated [_____].

9. This Letter of Credit is assignable and transferable, in accordance with Annex 6, to an entity certified by you to us in the form of Annex 6, and we hereby consent to such assignment or transfer, provided that this Letter of Credit may not otherwise be amended or modified without consent from us, you and the Applicant, and, except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007

Revision, ICC Publication No. 600, or any successor publication thereto (the "UCP"). Any and all banking charges, transfer fees, expenses and costs shall be borne by the Applicant. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.

10. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, changed, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Annexes 1 through 6 hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above.

11. We certify that as of _____(date) we _____ ("Bank") satisfy the minimum long-term senior unsecured debt rating of "A-" from Standard & Poor's Rating Services or "A3" from Moody's Investors Service, Inc.

12. The amount which may be drawn by you under this Letter of Credit shall be automatically reduced by the amount of any drawings paid through us referencing this Letter of Credit No. _____. Partial drawings are permitted hereunder. Drafts showing amounts in excess of amounts available under this Letter of Credit are acceptable, however, in no event will payment exceed the amount available to be drawn under this Letter of Credit.

13. Faxed document(s) are acceptable. Presentation by fax must be made to fax number _____ confirmed by telephone to _____.

14. In the event of act of God, riot, civil commotion, insurrection, war, terrorism or any strikes or lock outs, or any cause beyond our control, that interrupts our business, and causes the place for presentation of this Letter of Credit to be closed for business on the last day of presentation, the expiration date of this Letter of Credit shall be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.

15. This original Letter of Credit has been sent to the Beneficiary located at _____ (as per Applicant's instructions). Any demands or communications in the form of the attached Annexes (except for Annex 5) or other communications directed to us under this Letter of Credit must be signed by an Authorized Officer of the Beneficiary. Acceptance or rejection of any amendments to this Letter of Credit or any extensions pursuant to Annex 5 must be signed by an Authorized Officer of the Beneficiary.

Very truly yours,

(Bank)

_____

By:_____
Name:
Title:

By:_____
Name:
Title:

Annex 1 to Letter of Credit

DRAWING UNDER LETTER OF CREDIT NO. _____

_____, 20__

To: (Bank)
(Address)

Attention: Letter of Credit Unit

Ladies and Gentlemen:

The undersigned is making a drawing under the above-referenced Letter of Credit in the amount specified below and hereby certifies to you as follows:

1. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Letter of Credit.

2. Pursuant to Paragraph 2 of the Letter of Credit No._____, dated_____, 20__, the undersigned is entitled to make a drawing under the Letter of Credit in the aggregate amount of $_____, inasmuch as (choose one of the following by placing an "X" on the line preceding the statement):

_____ (a) An Event of Default has occurred with respect to the Applicant under the Power Supply Agreement;

_____ (b) The Applicant has failed to supply a substitute letter of credit thirty (30) days prior to the expiration of this Letter of Credit as required by the Power Supply Agreement.

3. The amount to be received by City of Brainerd, Minnesota by and through the Brainerd Public Utilities is $_____.

4. We acknowledge that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by an amount equal to this drawing.

Very truly yours,

City of Brainerd, Minnesota
By and Through the Brainerd Public Utilities

By: _____
Name:
Title:
Date:

Annex 2 to Letter of Credit

DRAWING UNDER LETTER OF CREDIT NO. _____

_____, 20__

ON [Business Day set forth in Paragraph 5]

PAY TO: City of Brainerd, Minnesota by and through the Brainerd Public Utilities

$ _____

For credit to the account of _____.

FOR VALUE RECEIVED AND CHARGE TO ACCOUNT OF LETTER OF CREDIT NO. _____ OF

(Bank)
(Address)

City of Brainerd, Minnesota by and through the Brainerd Public Utilities

By: _____
Name:
Title:
Date:

Annex 3 to Letter of Credit

AVAILABILITY CERTIFICATE
UNDER LETTER OF CREDIT NO. _____

_____, 20__
To: (Bank)
(Address)

Attention: Letter of Credit Unit

Ladies and Gentlemen:

Each of the undersigned hereby requests that, in exchange for the above-referenced Letter of Credit, a new letter of credit be issued in the aggregate amount of $_____ (the "New Amount") and to expire on _____(date), but otherwise in the form of the above-referenced Letter of Credit.

Please acknowledge your intention to issue such new letter of credit in the New Amount upon the surrender of the above-referenced Letter of Credit by signing the attached acknowledgment copy hereof and forwarding it to:

[Beneficiary's Address]

Very truly yours,

City of Brainerd, Minnesota by and through the Brainerd Public Utilities

By: _____
Name:
Title:
Date:

Agreed and Accepted
(Bank)
By:_____
Title:
Date:

APPLICANT NAME
By:
Name:
Title:
Date:

Annex 4 to Letter of Credit

CERTIFICATE OF EXPIRATION
OF LETTER OF CREDIT NO. _____

_____, 20__

To: (Bank)
(Address)

Attention: Letter of Credit Unit

Ladies and Gentlemen:

The undersigned hereby certifies to you that the above-referenced Letter of Credit may be cancelled without payment. Attached hereto is said Letter of Credit, marked cancelled.

City of Brainerd, Minnesota by and through the Brainerd Public Utilities

By: _____
Name:
Title:
Date:

cc: _____ (Applicant Name)

Annex 5 to Letter of Credit

NOTICE OF EXTENSION
OF LETTER OF CREDIT NO._____

_____, 20__

To: City of Brainerd, Minnesota by and through the Brainerd Public Utilities

Attention: Chief Risk Officer

Re: Our Letter of Credit No. _____ presently in the aggregate amount of USD_____ issued for the account of _____ and expiring on _____.

On the expiration date of the Letter of Credit No. _____, we will issue a new Letter of Credit No. _____ to expire on _____(date). This new Letter of Credit No. _____ will, aside from the expiration date, be in the amount and form of our Letter of Credit No. _____.

Very truly yours,

BANK_____

By:
Name:
Title:
Date:

City of Brainerd, Minnesota by and through the Brainerd Public Utilities

By: _____
Name:
Title:
Date:

cc: _____ (Applicant Name)

Annex 6 to Letter of Credit

NOTICE OF TRANSFER
OF LETTER OF CREDIT NO._____

_____, 20__
To:
[Bank]
[Bank Address]

To Whom It May Concern:
Re: Credit_____
Issued by _____
Advice No_____

For the value received, the undersigned Beneficiary hereby irrevocably transfers to:

_____
(Name of Transferee)

_____
(Address)

all rights of the undersigned Beneficiary to draw under the above Letter of Credit in its entirety.

By this transfer, all rights of the undersigned Beneficiary in such Letter of Credit are transferred to the transferee and the transferee shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments, whether increases, extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised direct to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

The advice of such Letter of Credit is returned herewith, and we ask you to endorse the transfer on the reverse thereof and forward it directly to the transferee with your customary notice of transfer.

Very truly yours,

City of Brainerd, Minnesota by and through the Brainerd Public Utilities

By: _____
Name:
Title:
Date:
The above signature with title as stated conforms to that on file with us and is authorized for the execution of said instruments.

(Name of authenticating party)

_____
(Authorized signature of authenticating party)
Name
Title

MN 959993.4

EXHIBIT C
ENERGY BLOCK PURCHASE AGREEMENT

Brainerd Public Utilities
P.O. Box 373
8027 Highland Scenic Road
Brainerd Mn, 56401

Trade Date: ___/___/_____

ENERGY BLOCK CONFIRMATION LETTER

The purpose of this Confirmation Letter is to confirm the terms and conditions of the electric power sales transaction ("Power Transaction") agreed upon by City of Brainerd, Minnesota By and Through the Brainerd Public Utilities ("Brainerd") and VCV Digital Infrastructure Minnesota, LLC ("VCV") on the Trade Date specified above. This Confirmation Letter constitutes a Confirmation Letter as referred to in the Amended and Restated Large Interruptible Power Agreement dated _____, as amended and executed between the Buyer and Seller (the "Agreement"). This Confirmation Letter and the Agreement form a single integrated agreement between the parties.

We confirm the following Power Transaction for Customer's load for _____[identify load]:

TERMS

Seller: Brainerd Public Utilities
ATTN: Finance Manager
Tel: 218-825-3213
Email: dloch@bpu.org

Buyer: VCV Digital Infrastructure Minnesota, LLC
ATTN: Jerry Tang
Tel: 917-558-3563
Email: jerry.tang@vcvdigital.com

TRANSACTION TYPE:

Firm (LD) Energy.

QUANTITY AND PRICE:
Contract Quantity: See "Table A-1" Total: _____ MWH

Energy Block Price: USD $__.___ per MWH.

DELIVERY:

Delivery Period: Monday to Sunday from hours ending 0100 through 2400 EPT (Eastern Prevailing Time) From ___/___/202___ through ___/___/202__ including NERC Holidays. See "Table A".

Delivery Point(s): MP.MP (settled Day Ahead LMP)

SCHEDULING AND SPECIAL CONDITIONS:

Energy Block Purchase will also be billed all Pass-Through Charges, including but not limited to Capacity, Transmission, and Ancillary Services Charges from MISO and Taxes, Levies, or Fees as set forth in the Agreement, and will receive a pass through of any Hourly Congestion charges from MP.MP to the applicable MISO CP Node. Any amounts of Energy consumed that are in excess of the Energy Block will be billed at the applicable MISO CP Node hourly market price, and not as a part of the Energy Block Purchase.

Table A-1 Customer

Delivery Period	Energy Block Price $/MWh	Contract Quantity 7x24 MW	Total All Hours MWhs
Calendar Year 20_			
Calendar Year 20_			
Calendar Year 20_			

City of Brainerd, Minnesota by and
Through the Brainerd Public Utilities

_____

By:_____
Its:_____

VCV Digital Infrastructure Minnesota, LLC

_____

By:_____
Its:_____

Public Utilities Commission
Agenda Request

MEETING DATE: April 30, 2024

TITLE OF ITEM: Land Grant Purchase - Wellhead Protection

ACTION REQUESTED: Discussion Item

ESTIMATED TIME (MIN): 8

SUBMITTED BY: Danny Loch, Finance Manager

PRESENTER: Danny Loch, Finance Manager, Todd Wicklund, Public Utilities Director, Patrick Wussow, Interim Public Utilities Director, Charlie Gammon

SUMMARY OF ISSUE: As part of the acquisition of the Roberts Property gravel pit a grant is available. The grant relates to the protection of the public drinking water system, and has the potential to aid in the purchase of the property. Of the acreage that is being acquired, BPU staff recommends setting aside 10 acres of the property and excluding those acres from the grant application for future use. This future use would include and not be limited to future wells, future facility expansion, or movement of distribution and collection lines on the property. City and Commission staff met related to the development of the property and concluded that 10 acres would be sufficient and that the pursuit of the grant is in best interest of the customers and constituents of the City. It is recommended by staff to pursue the grant.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Staff recommend a motion to City council to approve pursuit of the wellhead protection grant opportunities excluding 10 acres of the purchase.

FINANCIAL IMPACT:

Public Utilities Commission
Agenda Request

MEETING DATE: April 30, 2024

TITLE OF ITEM: Joint Wastewater Board Recommendation - Quote for 20-year plan

ACTION REQUESTED: Approve/Deny Motion

ESTIMATED TIME (MIN): 4

SUBMITTED BY: Danny Loch, Finance Manager

PRESENTER: Danny Loch, Finance Manager, Charlie Gammon, Mike Angland, Commission Member

SUMMARY OF ISSUE: The Joint Wastewater Management Board met on April 11 to discuss future projects at the wastewater facility. As part of the discussion, it was recommended by that group to present and request quotes for a 20-year use and feasibility projection study for future projects at the wastewater facility. The previous study and projections are 20 years old and in need of review and update.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Staff recommend approval of a request for quotes for a water and joint wastewater 20-year use and feasibility study related to future projects for the purpose of aiding in rate studies, future project costs and potential design of changes to the water and wastewater facilities.

FINANCIAL IMPACT:

BRAINERD PUBLIC UTILITIES
8027 Highland Scenic Rd • P.O. Box 373 • Brainerd, Minnesota 56401
Business Office: 218.829.8726 ■ ***Repair Service:*** 218.829.2193
www.bpu.org

The meeting of the Joint Wastewater Management Board was held at 5:30 PM on April 11, 2024.

Brainerd Public Utilities (BPU) Commission Vice President Angland called the meeting to order.

Board Member Roll Call
Jeff Czeczok (Brainerd City Council) – Present
Mike O'Day (Brainerd City Council) – Present
Mike Angland (BPU Commission) – Present

Utility Staff Present

BPU Water/Wastewater Manager	Charlie Gammon
BPU Finance Manager	Danny Loch
Baxter Public Works Director/City Engineer	Trevor Walter
Brainerd City Engineer/Public Works Director	Jessie Dehn

Others in Attendance

Brainerd City Administrator	Nick Broyles
Baxter City Administrator	Brad Chapulis
Baxter Public Utilities Commission	Rock Yliniemi

Commissioner Angland presented on the projection study that occurred previously and the board discussed the purpose for the original creation of the board.

A discussion occurred on how often the board should meet and a determination was made to meet before the budget cycles of the following year with additional meetings to be called as needed when projects or need arise.

Charlie Gammon and Trevor Walters discussed how previous projections were not met by the growth of the two cities from the previous study and that within the next 5 years action items will have to now be taken to address the biosolids capacity and treatment delegation. Angland, Gammon and Walters discussed how with the upcoming projects in order for the, board and respective commissions and city councils, to make decisions and meet a bonding bill cycle it is necessary to take action and provide insight for budgeting, rate studies, and future improvement planning to meet the needs of both communicates and requirements for a discharge permit that it is recommended by the joint board to pursue quotes/request for proposal related to a 20-year projection of use and feasibility study as it relates to the Brainerd wastewater plant and future projects.

Walters explained how Baxter would prefer to pay with cash on hand and would like to not require bonding and would like to enable both cities to budget accurately by having the 20-year plan completed. As BPU has set aside $500,000 for the current year project this depreciation expense is not set aside for Baxter presently. Danny Loch, explained that these capital costs are reflected in the City of Baxter's charges via depreciation expense that's allocated out by the useful life and then allocated by the percentage in the use agreement but would take with Finance Director Vacinek to consider changes in the annual billing.

Recommendation from the Board is to request quotes and begin the 20-year feasibility study for future planning purposes. Nick Broyles asked if the 20-year projection study is for design or flows. Gammon clarified that it would be for future of the plant. The purpose would be to assist in future design excluding biosolids. Walters explained that the projections have not been reached and therefore the size of the overall plant has the potential to make the next 30 years based on demand, but will need to be addressed.

Adjournment

BPU Commissioner Angland adjourned the meeting at 6:43 PM.

Public Utilities Commission
Agenda Request

MEETING DATE: April 30, 2024

TITLE OF ITEM: Utilities Outside City Limits in Service Area

ACTION REQUESTED: Discussion Item

ESTIMATED TIME (MIN): 10

SUBMITTED BY: Danny Loch, Finance Manager

PRESENTER: Todd Wicklund, Public Utilities Director, Patrick Wussow, Interim Public Utilities Director, Danny Loch, Finance Manager

SUMMARY OF ISSUE: Update and discussion related to hookups outside of City limits.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION:

FINANCIAL IMPACT:

MEMO

TO: BPU Commission

FROM: James Kramvik, Community Development Director

DATE: April 30th, 2024

RE: Discussion on Riverside Drive Utilities

INTRODUCTION

The Riverside Drive infrastructure and municipal utility extension project was completed in 2003. The City Council considered an Assessment/ Connection Policy at their June 2nd, 2003 meeting regarding properties outside its corporate boundaries that have the ability to connect to City water and sewer services. The policy was reviewed by City Attorney Fitzpatrick and was approved by a 6-1 majority vote. After the policy was enacted, MN State Statute changed regulations on how municipalities are allowed to force annexation. The following requirements of the policy are no longer enforceable:

1. The City will require property owners to connect to the utility systems within three (3) years of availability of service provided that the property owner can show proof that the existing private septic system satisfactorily passes a Certificate of Compliance Inspection.
2. In the event the existing private system is, at the time of initial or subsequent inspection a failing system or becomes an imminent threat to the public health or safety, shall serve upon such owner or occupant ten days' notice in writing specifying the time when such municipal sewer connection or connections must be made and completed.
3. No repairs or improvements may be made to existing wells and/or individual septic systems on property having access to municipal utility systems.

The City of Brainerd has no statutory authority to force municipal utility connection to properties outside its City limits. However, the City can require a property owner to petition for annexation in order to connect to municipal utilities as stated in the last line of the policy:

1. A property owner who receives municipal utilities must sign an agreement that a petition for annexation into the City for the property will be submitted as soon as practicable, pursuant to the appropriate statute, or risk disconnection of service.

Community Development staff researched all annexation by ordinance and orderly annexation agreements for Riverside Drive between the City of Brainerd and Crow Wing County on the MN Office of Administrative Hearings website. The search result did not produce any agreements for annexation of multiple properties. However, there were several individual property owners that petitioned to annex into the City limits, with most annexations occurring between 2003 and 2005. The petitions were most likely the result of property owners asking to connect municipal utility services.

STAFF RECOMMENDATION

After conducting this research, the Community Development Department recommends attempting to enter into an orderly annexation agreement with Crow Wing County to annex all properties along Riverside Drive that have the ability to connect to municipal utility services. Properties along the Mississippi River that are not directly adjacent to Riverside Drive should also be a part of the annexation agreement. The properties located both north and south of Riverside Drive are part of either the Mississippi Shoreland District or potentially the Gilbert Lake Shoreland District. Requiring utility connections in the future will benefit the future water quality of the Mississippi River and Lake Gilbert. If this area is annexed, the City of Brainerd can require all properties with failing or non-compliant septic systems be forced to connect to City water and sewer. Also, all properties can be assessed for future road improvement projects and eliminate the need for extra connection charges.

This memo for the BPU Commission is meant to provide the history of the Riverside Drive infrastructure and municipal utility extension project and the past City Council Assessment/ Connection policy. Staff will present this at the next City Council meeting.

CITY OF BRAINERD POLICY
CONSTRUCTION OF UTILITY IMPROVEMENTS

Pursuant to Petition - Properties Abutting the City

The City of Brainerd will, from time to time, construct municipal utility improvements outside of its corporate boundaries to areas that are abutting the City but haven't been annexed. In general, the City will provide such utilities to property requesting the improvements pursuant to a valid petition with the provision that all of the property benefiting from said improvements will be annexed into the City within one (1) year of the date of the utility petition and further, that upon annexation such property will be appropriately assessed for the costs of constructing such improvements. In addition, the City will require property owners to connect to the utility systems within three (3) years of availability of service provided that the property owner can show proof that the existing private septic system satisfactorily passes a Certificate of Compliance Inspection as set forth in Minnesota Rule Chapter 7080. In the event the existing private system is, at the time of initial or subsequent inspection a failing system, or becomes an imminent threat to the public health or safety as defined by Minnesota Rule 7080, the Brainerd Public Utilities Commission, pursuant to City Code Section 700.05, Subd 5., shall serve upon such owner or occupant ten days' notice in writing specifying the time when such municipal sewer connection or connections must be made and completed. No repairs or improvements may be made to existing wells and/or individual septic systems on property having access to municipal utility systems.

Prior to the construction of such utility improvements, the City must conduct a public hearing so that the affected property owners may have an opportunity to speak regarding the proposed project. The hearing, notices and procedures shall conform to the provisions of Minnesota Statutes, Chapter 429. Subsequent to the public hearing, the Council may, by a majority vote of those present, authorize the construction of the project.

Pursuant to Council Action - Properties Not Abutting the City

The City Council may, at its discretion, authorize the construction of utility improvements outside its corporate boundaries and not abutting the City by a majority vote of the Council. In order to pay for such costs, the Council hereby establishes a Water Connection Charge (WCC) and a Sewer Connection Charge (SCC). This charge, as initially set by Council Resolution, represents the average costs of constructing such utility improvements and is payable immediately upon connection to the system.

It shall be the policy of the City that developed properties must connect to the municipal utility systems within three (3) years of availability of service provided that the existing private septic system satisfactorily passes a Certificate of Compliance Inspection as set forth in Minnesota Rule Chapter 7080. In the event the existing private system is, at the time of initial or subsequent inspection a failing system, or becomes an imminent threat to the public health or safety as defined by Minnesota Rule 7080, the Brainerd Public Utilities Commission, pursuant to City Code Section 700.05, Subd.5, shall serve upon such owner or occupant ten days' notice in writing specifying the time when such sewer connection or connections must be made and completed. No repairs or improvements may be made to existing wells and/or individual septic systems on property having access to a municipal utility system.

The Water Connection Charge (WCC) and Sewer Connection Charge (SCC) set by City Council Resolution will remain in effect until repealed by the Council. Said Resolution may be adjusted periodically by the City Council.

A property owner who receives municipal utilities, must sign an agreement that a petition for annexation into the City for the property will be submitted as soon as practicable, pursuant to the appropriate statute, or risk disconnection of service.

6/2/03

Assessment/Connection Policy - Approved.

6/2/03

MOVED AND SECONDED BY ALDERMEN SCHEELER AND KOEP TO ADOPT THE ASSESSMENT/CONNECTION POLICY AS PRESENTED.

The Chair clarified the policy is for properties abutting municipal utilities and within the City, and for properties abutting municipal utilities and not currently within and/or abutting the City.

Alderman Olson noted the "2/3 vote of the Council" line has been deleted from the policy presented at tonight's meeting. He questioned why this was taken out of the policy as the Charter states utility improvements must be approved by a 2/3 vote of the Council.

City Administrator Vogt stated he has contacted Mr. Dave Kennedy, Kennedy & Bubul, who said the 2/3 majority is not required by Statute and that the City Charter would still need to be followed.

Alderman Fisher made reference to the inspection of septic systems as it refers in the policy to a "failing" system. She questioned if this if for a "failing" or a "non-compliant" system.

City Administrator Vogt noted the wording was taken from the existing Ordinance. The Chair asked if adding "non-compliant" in the wording would be acceptable.

Alderman Koep stated this becomes more burdensome for the property owners.

MOVED BY ALDERMEN FISHER TO AMEND THE WORDING AND ADD "NON-COMPLIANT" TO THE WORDING IN THE POLICY.

Motion failed for lack of a second.

Alderman Olson reiterated he would not support this policy unless the "2/3 Council vote" is included.

Alderman Olson stated he prepared a draft policy regarding Riverside Drive improvements with the assistance of City Attorney Fitzpatrick.

Members Koep, Nesheim, Scheeler, Bevans, Fisher and Dehen voted "aye". Member Olson voted "naye". The Chair declared the motion carried.

Public Utilities Commission
Agenda Request

MEETING DATE: April 30, 2024

TITLE OF ITEM: Invitation MMUA Interacting on the Issues June 13 5PM - 7PM

ACTION REQUESTED: Discussion Item

ESTIMATED TIME (MIN):

SUBMITTED BY: Danny Loch, Finance Manager

PRESENTER: Danny Loch, Finance Manager, Patrick Wussow, Interim Public Utilities Director

SUMMARY OF ISSUE: MMUA will be presenting their regional "Interacting on the Issues" discussion in Baxter at the Greater Lakes Association of Realtors building June 13th from 5PM to 7PM. The event is free, but requires advanced registration. The deadline to register is May 31, 2024. An MMUA account is required to register. Please reach out to Danny if you have any questions about registering for the event. See the attached flyer for additional information.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION:

FINANCIAL IMPACT:

2024 Utility Leader Workshops

Interacting on the Issues

Intended for: commissioners, council members, city and utility leaders

Hometown utilities are unique community assets, and challenges come from all over; addressing the challenges while still keeping the lights on every day can be dizzying for local leaders.

Join the MMUA government relations team and peers from your region to discuss the implications of new laws, explore solution opportunities, and network with others committed to protecting, promoting, and strengthening hometown utilities.

Registration is free. Encourage your whole commission to attend and learn about how commissioners can help champion hometown utilities.

To learn more, visit our calendar page at mmua.org/events/calendar.

- Unpack legislation
- Safeguard your utility
- Share local experience
- Look to the future

Workshop locations and dates

All times 5–7 pm

Hutchinson
June 6

Brainerd
June 13

Blue Earth
June 26

Alexandria
June 27

MMUA
Minnesota Municipal Utilities Association

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Public Utilities Commission
Agenda Request

MEETING DATE: April 30, 2024

TITLE OF ITEM: Strike Contingency Plan Work Group Appointment

ACTION REQUESTED: Approve/Deny Motion

ESTIMATED TIME (MIN): 2

SUBMITTED BY: Danny Loch, Finance Manager

PRESENTER: Danny Loch, Finance Manager, Patrick Wussow, Interim Public Utilities Director

SUMMARY OF ISSUE: During the special meeting on April 22, Council voted to establish a strike contingency plan work group consisting of the City Administrator, HR Director, applicable department heads, two City Council members and two City of Brainerd Public Utilities Commissioners to be appointed by Commission President Matten. Council appointed Council member Czeczok and Council Member Kara Terry.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Staff recommendation is for President Matten to appoint the two commission members.

FINANCIAL IMPACT:

Public Utilities Commission
Agenda Request

MEETING DATE: April 30, 2024

TITLE OF ITEM: Surplus Auction Items

ACTION REQUESTED: Approve/Deny Motion **ESTIMATED TIME (MIN):** 1

SUBMITTED BY: Danny Loch, Finance Manager **PRESENTER:** Danny Loch, Finance Manager

SUMMARY OF ISSUE: The attached file cabinet is deemed no longer needed and staff requests it be put up for auction.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: To approve the attached surplus items for auction.

FINANCIAL IMPACT:

DEPARTMENT OF ADMINISTRATION
SURPLUS SERVICES

Online Auction Request

Online auctions run for 7 to 10 days. Each lot is run as a separate auction. Inspections will be done by appointment only. Please provide all the information below along with digital photos of the lots and copies of titles for all vehicles and trailers. **BIDDER PAYMENTS MUST BE A CERTIFIED CHECK OR MONEY ORDER MADE PAYABLE TO SURPLUS SERVICES.** Full payments must be sent to Surplus Services as soon as possible.

Contact information

Department/Agency:	Brainerd Public Utilities		
Contact Name:	AnnMarie Lamser		
Address:	8027 Highland Scenic Rd, Baxter, MN 56425		
Email:	alamser@bpu.org		
Phone:	218-825-3233		
Item Location:	8027 Highland Scenic Rd, Baxter, MN, 56425		
Deposit Info Vendor Number:		Remittance Address:	

Lot Information

Please review our website: www.MinnBid.org. Look over some of the past and current Online Auctions. This will give you and idea of what the information should be provided in the Remarks section.

LOT 1

Year		**Make**	Remington Rand	**Model**	
VIN/Serial Number					
Mileage		**Condition**		**Reserve Price (optional)**	$
Remarks: Any known Defects and options the unit may have	Remington-Rand Safe-File. NO LONGER FIRE PROOF. FORMER fire proof safe 4 drawer filing cabinet. Lock drilled out after key was lost. See pictures. Weighs 700 lbs on the pallet. BPU will help load. H-63" x W-18" x D -29 ½ "				

LOT 2

Year		**Make**		**Model**	
VIN/Serial Number					
Mileage		**Condition**		**Reserve Price (optional)**	$
Remarks: Any known Defects and options the unit may have					

LOT 3

Year		**Make**		**Model**	
VIN/Serial Number					
Mileage		**Condition**		**Reserve Price (optional)**	$
Remarks: Any known Defects and options the unit may have					

LOT 4

Year		**Make**		**Model**	
VIN/Serial Number					
Mileage		**Condition**		**Reserve Price (optional)**	$
Remarks: Any known Defects and options the unit may have					

LOT 5

Year		**Make**		**Model**	
VIN/Serial Number					
Mileage		**Condition**		**Reserve Price (optional)**	$
Remarks: Any known Defects and options the unit may have					

BIDDER PAYMENTS MUST BE A CERTIFIED CHECK OR MONEY ORDER MADE PAYABLE TO SURPLUS SERVICES. Full payments must be sent to Surplus Services, 5420 Old Highway 8, Arden Hills, MN 55112 as soon as possible.

I certify that this is property owned by agency submitting this form and is not subject to any lien, restriction, or other encumbrance.

Authorized Signature _____ Title _____ Date _____

Surplus Services Use Only	
	Surplus Services Authorization

HR Director's Report to BPU Commission

April 25, 2024

Personnel:

- Two BPU Department employees were off from work this past month for non-work-related medical issues. One of those employees was absent intermittently.
- Our third Mediation session with the IBEW Public Utility Union took place on April 22nd with our fourth session scheduled for May 8th. A Strike Contingency Work Group was formed by the Council and will meet soon.
- We are currently in the middle of hiring multiple BPU seasonal employees. Conditional job offers have been given to two seasonal laborers and a Wastewater/Water Intern. Interviews have been scheduled for the BPU Business Office Intern in early May. Please note that Sourcewell has preliminary approved reimbursement funding for up to $14 per hour for numerous BPU temporary positions if hired this summer including our Business Office Intern, Electric Intern, Water Distribution Intern, and Wastewater/Water Intern.

Updated Job Descriptions:

At the March Commission meeting, updated job descriptions for the Operations Manager, Water/Wastewater Manager, and Maintenance Mechanic positions were presented for the Commission's review. Following your review and recommended approval, the job descriptions were approved at the April 1st City Council meeting.

Administrator Broyles recently asked that HR Staff provide an official flow chart to help clarify the process when a new position or employee is requested. Attached is a copy of the flow chart. At this time, we are working through the process for the Maintenance Lead position which was the last position noted on previous Unfinished Business Reports. We will also utilize this process for any new position or employee requested in the future as well. Another possible position that has been identified is a Communications Specialist to assist all Departments.

Public Utilities Director Position:

Interim Public Utilities Director Patrick Wussow started on April 15th. Wussow has been working closely with Public Utility Director Wicklund trying to get up-to-speed before Todd's last workday on April 30th.

On April 16th Jeff Weldon from GMP Consultants spend the day at City Hall meeting with different stakeholders to discuss the Director position as well as the future for the Utility Department. Following the meetings, Weldon discussed with Staff his concern regarding the current Public Utilities Director wage and asked that his concerns be brought to Council requesting a wage increase. On April 22nd, the Council agreed to increase the Public Utilities Director wage to match the wage that the Work Group previously recommended. Also, the HR Department has been working closely with GMP Consultants to review the profile and ensure all information listed is accurate. The profile should be launched on April 26th. A copy of the profile and search schedule is attached.

Performance Evaluation Work Group:

Following the completion of the 2023 performance evaluation process, City Administrator Broyles asked Department Heads for their input on our current Performance Evaluation process. At a recent Department Head meeting, Broyles assigned City Engineer/Public Works Director Jessie Dehn, the Public Utilities Director, Police Chief Davis, HR Director Schubert and HR Assistant Boser to a Performance Evaluation Work Group to review the current process and forms used to ensure this process is as smooth and efficient as possible.

Wellness Committee:

On April 18th the City of Brainerd's Wellness Committee hosted our annual Biometric Screening. This screening took place in the BPU Commission meeting room. We had a total of 31 slots available for the City of Brainerd with a total completion of 31 screenings! Our May Wellness Event will be a "Walk in the Park" on May 29 at Kiwanis Park.

Discussion regarding Utilizing a City-Wide IT Department:

During the July 31, 2023, Joint City Council and City of Brainerd Public Utilities Commission meeting, Council member Johnson requested that a conversation be had between the City and the Public Utilities to find potential efficiencies in having one IT Department city wide like our HR Department. Staff will begin exploring this option in the near future.

New Position or Employee Flow Chart

1. **Identifying the Need**:
    - The **Department Head** recognizes a gap or opportunity within their team or department. This could be due to increased workload, expansion, or changes in organizational priorities.
    - They assess whether the existing team members can absorb the additional responsibilities or if a dedicated position is necessary.
2. **Collaboration with HR**:
    - The Department Head partners with the **Human Resources (HR)** department. Together, they discuss the purpose of the new position, its impact on the team, and the desired outcomes.
    - HR provides insights into industry standards, salary benchmarks, and legal requirements related to hiring.
3. **Defining the Role**:
    - The Department Head works with HR to create a **job description** for the new position. This document outlines:
        - **Title**: The official title of the role (e.g., "Marketing Coordinator," "Software Engineer").
        - **Responsibilities (Essential Functions)**: A detailed list of tasks and duties the employee will perform.
        - **Qualifications**: The skills, experience, and education required for the role.
        - **Reporting Structure**: Who the new hire will report to.
    - Clarity in the job description ensures that candidates understand the expectations.
4. **Budget Considerations**:
    - The Department Head & HR Director collaborate with the Finance & IT Teams to allocate **budget** for the new position.
    - They consider factors such as salary, benefits, office space, equipment, and training costs.
    - If the budget is limited, they may explore options like hiring part-time or contract employees.
5. **Approval Process**:
    - The proposed new position goes through an **approval process**. This involves seeking preliminary approval from the City Administrator with ultimate approval from the City Council.
    - The Department Head & HR Director present a business case, emphasizing the need, benefits, and return on investment (ROI) of creating the position. Information detailing the projected current year budget impact and budget amendment based on the proposed recommendation shall be included in the financial impact area of the agenda request.

6. **Internal Communication**:

- The Department Head communicates the need for the new position to the existing team. Transparency is essential to manage expectations and address any concerns.
- They may also involve team members in the recruitment process (e.g., by participating in interviews).

7. **Timeline and Priority**:
    - The Department Head & HR Director establishes a **timeline** for filling the position. Urgency depends on factors like project deadlines, workload, and business growth.
    - They prioritize the new role alongside other organizational initiatives.
8. **Following approval to create the new position or start the hiring process from the City Council:**
    - HR prepares job posting and begins the hiring process for new position.
    - A hiring recommendation is provided by the Department Head and HR Staff to the City Administrator. A recommendation is then presented to the City Council for final approval.
9. **Adjustments are made to the Org Chart:**
    - The HR Department makes proper adjustments to the Org Chart following the hierarchy of the Department with the updated position.
    - HR gets approval from the City Administrator and creates an agenda request to be placed on next City Council agenda for final approval.

Position Request Form

Department Information:

- **Department Name**: [Your Department Name]
- **Contact Person**: [Contact Person's Name]
- **Contact Number**: [Contact Person's Phone Number]
- **Email Address**: [Contact Person's Email]

Position Details:

- **Job Position Requested**: [Job Title]
- **Start Date**: [Date when the vacancy or new job should begin]
- **Job Category**: [Regular/Probationary/Contract]
- **Salary Range**: [Specify the salary range]
- **Position Status**: [Full-time/Part-time]

Job Narrative:

- Describe the critical nature of the job:
    - Responsibilities
    - Expected work location
    - Level of confidentiality
    - Impact on company success

Signature:

- [Your Signature]
- Date: [Date of completion]

PUBLIC UTILITIES DIRECTOR

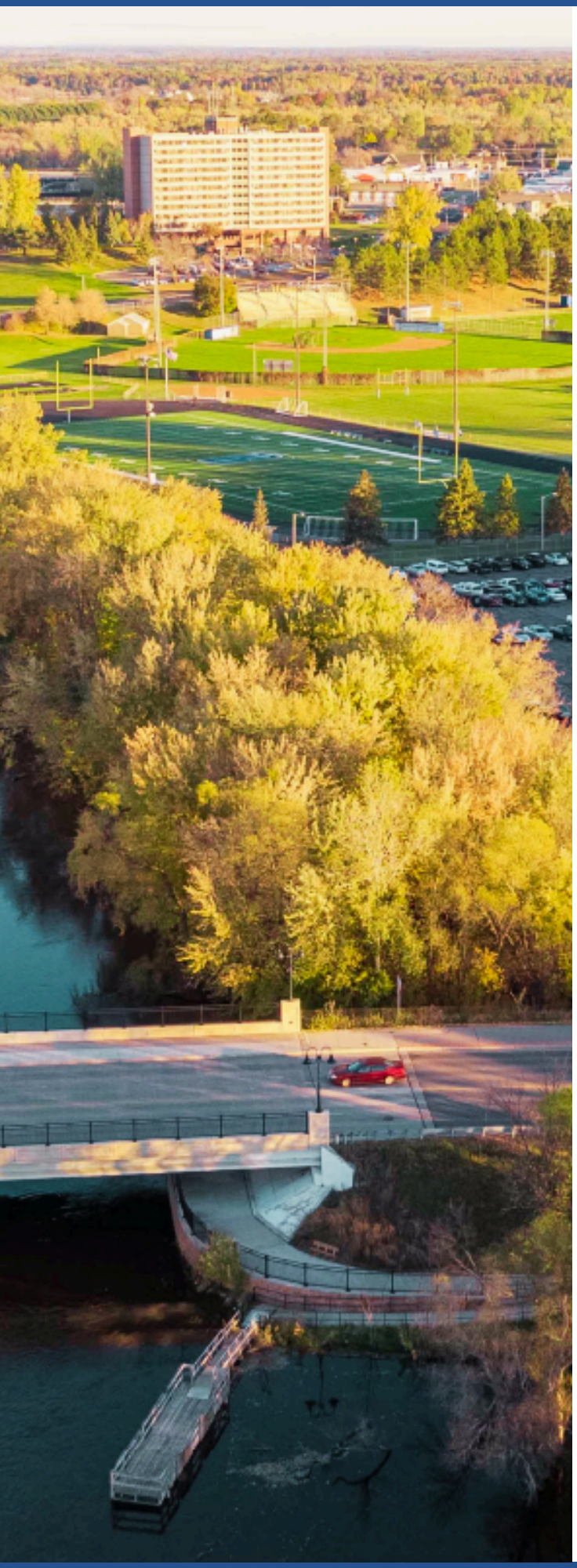
CITY OF BRAINERD, MINNESOTA

WHY NOT WORK WHERE YOU PLAY?

This is a unique opportunity to lead the largest department for the City of Brainerd in the heart of Minnesota's north-central tourist vacationland. The new Director will oversee an exceptional utility operation for a progressive and entrepreneurial community. Reporting to the City Administrator with policy guidance and oversight from the Public Utilities Commission, the Director will be on the leading edge of major infrastructure improvement projects and renewable energy initiatives.

This municipal utility system has stable finances and is well-maintained and operated by experienced and knowledgeable staff. This position also provides many innovative and exciting initiatives on the horizon—all in a family-friendly community with an exceptional quality of life.

GMP CONSULTANTS



Welcome to BRAINERD

Located roughly 60 miles north of St. Cloud and 120 miles north of the Twin Cities, Brainerd is a vibrant community nestled in the heart of Minnesota's lake country. With 14,679 residents, Brainerd is the largest city in Crow Wing County and serves as the county seat and regional hub.

Situated in the center of Minnesota's year-round recreational wonderland, residents and visitors of the Brainerd lakes area enjoy boundless boating, fishing, golfing, hiking, biking, skiing, camping, snowmobiling, hunting, and even scuba diving. In the summer, seasonal residents and tourism nearly doubles the population in the surrounding area. In the winter, the Brainerd Lakes Area hosts the Brainerd Jaycees Ice Fishing Extravaganza, the largest ice fishing contest in the world.

Brainerd's thriving downtown features charming historic buildings and numerous specialty shops and eateries. The town gathers to celebrate its community spirit at annual events like the 4th of July Celebration, Great Pumpkin Festival, Easter Egg Hunt, and the annual Skating Party at Gregory Park.

The city supports a growing and active commercial base with major employers like Crow Wing County, Brainerd School District, BNSF Railroad, Essentia Health, and Ascensus Financial Services. Brainerd is also home to Central Lakes College, a comprehensive community and technical college serving approximately 5,500 students and providing a wide range of continuing education, performing arts, and athletic events for the community.

The Brainerd Lakes Regional Airport (BRD) serves the region with daily service to Minneapolis-St. Paul provided by Delta Air Lines. Racing fans can enjoy auto racing at the North Central Speedway or the Brainerd International Raceway, the largest speedway in the northern Midwest. At Safari North Wildlife Park, visitors can feed the giraffes, ride camels, and view more than 150 species of animals from around the world.

THE CITY OF BRAINERD

Incorporated in 1881, the City of Brainerd is governed by a Mayor and a seven-member City Council elected to four-year terms. One Council member is elected from each of four wards, and the mayor and three Council members are elected at-large. The City has an operating budget of $13.1 million. In addition, the Public Utilities Department's operating budget is $34.1 million. Staffing includes a team of 125 FTEs and 40 paid on-call positions for the Fire Department.

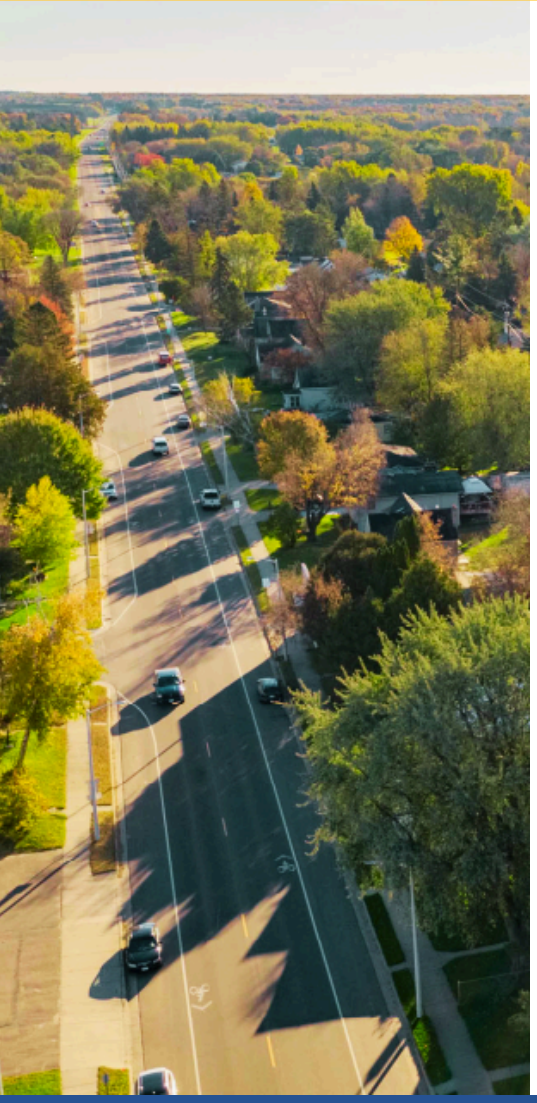
Departments include Finance, Public Works, Human Resources, IT/GIS, Community Development, Fire, Police, and Public Utilities. Advisory boards and commissions include Public Utilities, Planning, Airport, Parks, Transit, Economic Development Authority, and Housing & Redevelopment.

FULL-TIME EMPLOYEES
125

2024 BUDGET
$47.2 million

AREA
12.82 square miles

POPULATION
14,679



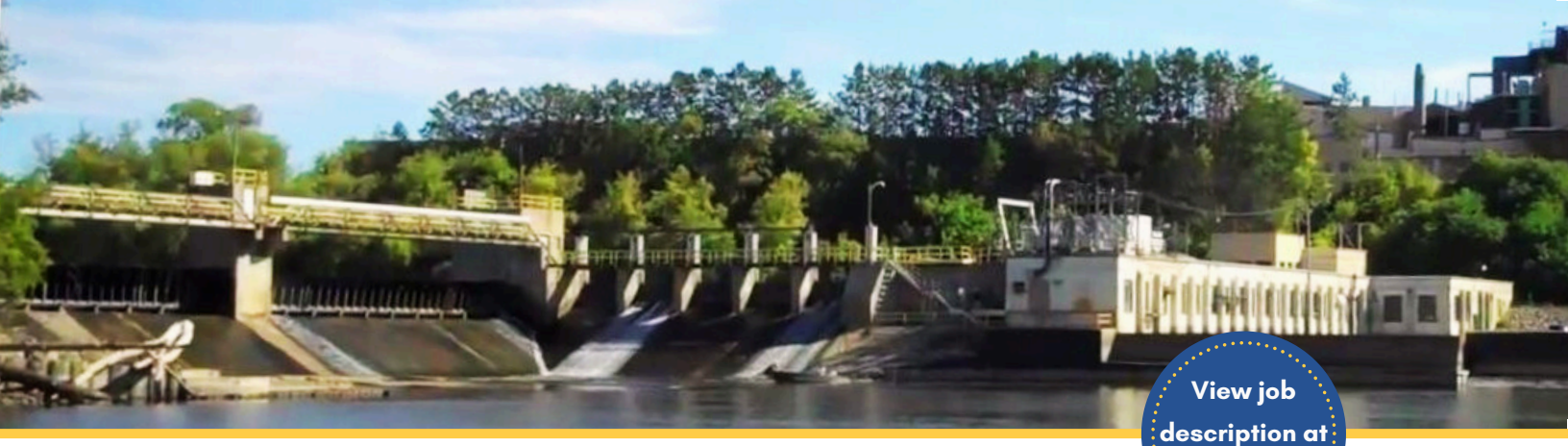
BRAINERD PUBLIC UTILITIES

BPU is a municipal utility that has been providing electric, water, and wastewater services to the City of Brainerd, portions of the City of Baxter, and surrounding townships since 1892. BPU takes pride in being a community-owned utility striving to provide the best possible service to neighbors and owners. BPU has been designated as a gold-level "Reliable Public Power Provider" (RP3) by the American Public Power Association.

BPU has a 2024 operating budget of $34.1 million, a team of 50 FTEs, and include the Electric Distribution and Hydro Generation, Water, and Wastewater divisions. BPU's hydro dam on the Mississippi River has the capacity to generate 3.2 megawatts of electrical power. In addition, BPU's solar projects generate approximately 7 megawatts of electrical power. Together, this renewable energy accounts for approximately 16 percent of the total usage of Brainerd's load. The Brainerd Wastewater Treatment Facility (WWTF) is a Class A facility designed to treat an average wet weather flow of 6.0 MGD. Brainerd's water filtration plant treats approximately 1.35 million gallons per day.

The utility system also includes:

- Peak demand of 41 megawatts
- 3 water towers and 6 wells
- 8,267 electric, 4,918 water, and 4,877 sewer customers
- Annual appropriation to the City's general fund; $816,000 in 2024



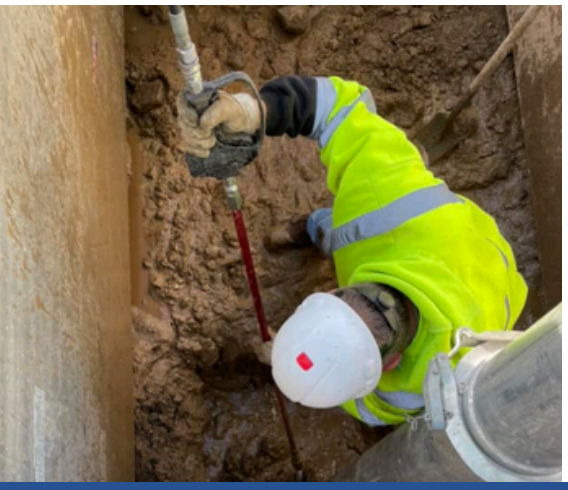
View job description at gmphr.com

THE PUBLIC UTILITIES DIRECTOR

The Public Utilities Director provides leadership and direction relating to the Brainerd Public Utilities (BPU) Department municipal utilities systems including electric distribution and hydro generation, water treatment and distribution, and wastewater treatment facilities. Work is performed under the supervision of the City Administrator with oversight and guidance from the City of Brainerd Public Utilities Commission. The Director exercises general and administrative supervision over all BPU employees either directly or through supervisory staff. This position requires a high degree of communication skills to establish and maintain a positive and productive work environment.

THE IDEAL CANDIDATE

- Exceptional interpersonal, oral, and written communication skills with the ability to positively interact with diverse personalities. Has a commitment to 'no surprises' and maintains constant communication with direct reports to the City Administrator and Public Utilities Commission.
- Provides visionary leadership in teamwork fashion to develop, articulate, and implement transformational changes of programs and operations that improve service delivery.
- Skilled at supervising and delegating tasks while ensuring quality work performance and accountability. Ability to effectively complete tasks, programs, and projects.
- Strong collaborative skills to improve and sustain organizational change and continuous improvement of relationships, services, and programs.
- Has strong innovation skills involving strategic problem-solving and decision-making; ability to collaboratively resolve potentially contentious issues.
- Experience with managing/overseeing electrical systems involving generation, transmission, and distribution.
- Experience with water and wastewater collection, distribution, and treatment systems.
- Knowledge of renewable energy programs and systems.
- Strong understanding of applicable state and federal codes, regulations, and permitting requirements pertaining to utility systems.
- Ability to work with technical consultants and engineers pertaining to utility systems.
- Knowledge of fund accounting of public enterprise municipal finances as well as rate studies and rate structures for utility systems.



OPPORTUNITIES & CHALLENGES

Organizational Change

To improve efficiencies, several changes have been instituted regarding the intergovernmental relationship between the City Council and its Public Utility Commission. Due to recent Charter changes, the Director's reporting relationship has been expanded from the Commission to include the City Administrator. Facilitating this organizational change has resulted in several expected challenges and the new Director will need to be an effective catalyst for further facilitating these changes in a positive manner with the City Administrator, the City Council, and the Commission.

Infrastructure Investment

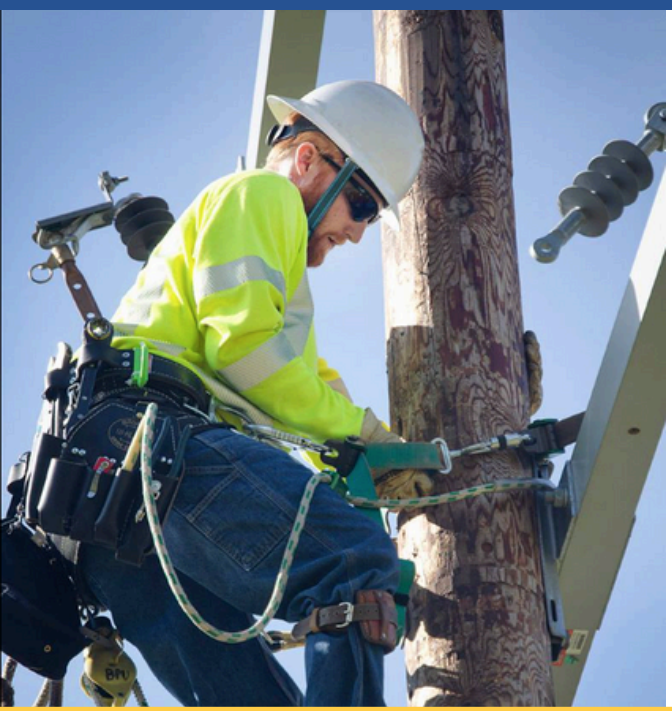
The Department has done an excellent job of maintaining the utility infrastructure systems. However, ambitious capital improvement investment is needed to meet growth demand, replace aging and outdated equipment and physical plant, and maintain compliance with changing regulations. Some situations of deferred maintenance have occurred which need to be rectified. As a result, the City Utility Department will need to aggressively plan, finance, and develop improvements and replacements of various components of water wells and storage, treatment plants, hydro power generation, transmission, and distribution systems. Many of these upgrades address compliance issues of lead and copper removal from pipes, chlorination functions, fluoride injection, biosolid application, and management of PFAS "forever chemicals". Future plans include replacing the turbines at the hydro dam.

Renewable Energy

The City has been on the forefront of renewable energy issues to comply with state and federal goals and mandates, specifically regarding carbon levels. Phasing in green energy creates new opportunities to reduce coal reliance but comes with potentially high costs that will financially challenge the Utility and ratepayers. The Utility Department operates two solar energy farms that augment the purchased power and hydro generation. These efforts will intensify in the future.

Highway 210 Improvement Project

During the next two years, the State will be re-constructing Highway 210, a major thoroughfare through a fully developed commercial district in the heart of the community. The Utility Department will be one of several infrastructure partners including the State of Minnesota, Public Works Department, along with private contractors and utility companies to complete this ambitious project.



EDUCATION & EXPERIENCE

- Bachelor's degree in engineering, public administration, business administration, or an equivalent field.
- Five years of senior level management municipal and/or utility related experience of which two years must be as a department manager or supervisor; or an equivalent combination of education and experience may be considered.
- Knowledge of electrical, water, and wastewater systems.
- Utility supervisory experience and knowledge of sustainable and renewable energy is preferred.

RESOURCES

2024 Annual City Budget

Public Utilities Departmental Org Chart

BPU 2024 Capital and Operating Budget

City Comprehensive Plan

Explore Brainerd Lakes

Visit Brainerd

COMPENSATION & BENEFITS

Hiring Range: $127,171 to $141,690 depending upon experience and qualifications. Overall Salary Range: $127,171 to $151,382 Performance-based salary opportunity to up $169,541. City also offers a comprehensive and competitive benefits package.

TO APPLY

Apply Online: gmphr.com

First Review: June 2, 2024

More Info: Jeff Weldon, GMP Consultants
jweldon@gmphr.com / (320) 557-8006

Search Schedule

Revised: 4/8/24

City of Brainerd

Public Utilities Director

Task	Date	Action/Deliverables
Kickoff Meeting	4/9/2024	**Client & GMP:** Meet to discuss timeline & search process
Profile Development	Week 1-2	**GMP:** Meet with key stakeholders & create Position Profile
Profile Approval	Week 3	**Client:** Approve Position Profile
Launch	Week 3	**GMP:** Push position out to GMP website and network; submit online ads; send direct mailing
First Review	Week 8	**GMP:** Screen applicants and select semifinalists
	Week 8-9	**GMP:** Conduct interviews with most promising candidates
	Week 9	**GMP:** Create Work Session deliverables
Work Session	4 days prior to Work Session	**GMP:** Provide Work Session deliverables to client
	Week 10	**GMP & Client:** Meet to review semifinalists, choose finalist candidates, and review final interview details
Final Interview Preparation	Week 11-13	**GMP:** Conduct background and reference checks, complete final interviews schedule, coordinate travel with candidates, coordinate with client on final interview details
Final Interviews	Week 13	**Client:** Hosts finalist interviews **GMP:** Facilitate final interviews, debriefing, and selection process **Client:** Makes hiring selection

BRAINERD PUBLIC UTILITIES
8027 Highland Scenic Rd • P.O. Box 373 • Brainerd, Minnesota 56401
Business Office: 218.829.8726 ■ **Repair Service:** 218.829.2193
www.bpu.org

Brainerd Public Utilities
Finance Managers Report
April 30, 2024

December 2023 Financial Report
See attached unaudited financial report.

2023 Audit
The audit is still on going, there were some delays with final schedules and change in audit standards that caused delay and the audit report and turnover where the report is not ready for presentation. Drafts will be provided by the end of the month for staff review and final presentation will be at the next commission meeting. All staff items have been prepared and presented to CLA, CLA's final review process is taking place prior to staff review of the drafted financial statements.

Water Treatment Facility Reclamation and Backwash Project
Working with Bolton & Menk on the finalized granting process for the PFA grant of $5M. This was approved at the council meeting and we are now working with PFA to get all the necessary documentation set up as was part of the bid documents. Next steps for financing will come when as-bid documentation is received and expected in June. See memo in unfinished business for additional information from Bolton & Menk.

Wellhead Protection Plan
Final information and questions have been provided to Bolton & Menk, a final draft is being prepared and presentation was delayed for changes in verbiage provided by rural water in an effort to capture all necessary documentation. Staff met with the WHPP team for the final meeting on April 25. Final presentation expected to be provided at the June commission meeting.

Credit Card Transaction Fees
In my last report it was anticipated that a presentation on findings would be provided to commission. During the last two weeks it was found that the initial savings indicated were not accurate as the savings did not include additional costs for the interchange itself compared to the multiple quotes. Staff and vendors are working toward quotes that are comparable so that an accurate comparison and savings potential can be made. Global Payments has submitted BPU's application for the utility rates. A meeting will be held with the finance committee to discuss before next Commission meeting.

See additional attached documents.

Brainerd Public Utilities, MN

Packet Summary Budget Report

Group Summary

For Fiscal: 2024 Period Ending: 04/30/2024

Account Typ...	Original YTD Budget	Current YTD Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 1 - ELECTRIC						
Revenue	8,423,829.12	8,423,829.12	2,174,068.59	9,130,673.49	706,844.37	8.39 %
Expense	7,761,160.96	7,761,160.96	1,924,234.56	7,511,785.81	249,375.15	3.21 %
Fund: 1 - ELECTRIC Surplus (Deficit):	**662,668.16**	**662,668.16**	**249,834.03**	**1,618,887.68**	**956,219.52**	**-144.30 %**
Fund: 2 - WATER						
Revenue	1,311,275.28	1,311,275.28	213,937.89	1,098,148.81	-213,126.47	16.25 %
Expense	1,459,216.08	1,459,216.08	158,069.87	701,216.61	757,999.47	51.95 %
Fund: 2 - WATER Surplus (Deficit):	**-147,940.80**	**-147,940.80**	**55,868.02**	**396,932.20**	**544,873.00**	**368.30 %**
Fund: 3 - WASTEWATER TREATMENT						
Revenue	1,621,551.12	1,621,551.12	372,394.31	2,035,158.53	413,607.41	25.51 %
Expense	1,597,960.56	1,597,960.56	120,420.11	483,926.32	1,114,034.24	69.72 %
Fund: 3 - WASTEWATER TREATMENT Surplus (Deficit):	**23,590.56**	**23,590.56**	**251,974.20**	**1,551,232.21**	**1,527,641.65**	**-6,475.65 %**
Fund: 4 - HYDRO DAM						
Revenue	4,398.24	4,398.24	0.00	0.00	-4,398.24	100.00 %
Expense	148,340.64	148,340.64	49,360.33	212,352.29	-64,011.65	-43.15 %
Fund: 4 - HYDRO DAM Surplus (Deficit):	**-143,942.40**	**-143,942.40**	**-49,360.33**	**-212,352.29**	**-68,409.89**	**-47.53 %**
Report Surplus (Deficit):	**394,375.52**	**394,375.52**	**508,315.92**	**3,354,699.80**	**2,960,324.28**	**-750.64 %**

Finance Manager Notes:

Water revenues usage increases in the summer and therefore gallons utilized in the first quarter are lower than the averaged budget, expect this unfavorable variance to correct itself by end of September.

Expenses in hydro are higher than budget due to severance payouts that were not budgeted.

Revenues within the Electric department are favorable due to the the increased usage from the crypto load.

Monthly Financial Report

December 2023

(Unaduited)

BRAINERD PUBLIC UTILTIES
COMPARISON OF OPERATING RESULTS
FOR THE TWELVE MONTH PERIOD ENDED DECEMBER 31, 2023 AND 2022

	2023		2022	
	Amount	Percent of Sales	Amount	Percent of Sales
OPERATING REVENUE				
Department				
Electric	$ 24,433,386	78.8%	$ 21,912,309	77.8%
Water	3,352,456	10.8%	3,307,299	11.7%
Wastewater	3,237,262	10.4%	2,933,201	10.4%
Total Operating Revenue	31,023,104	100.0%	28,152,809	100.0%
OPERATING EXPENSES				
Salaries and Wages	4,700,710	15.2%	4,593,637	16.3%
Purchased Power	13,781,295	44.4%	12,256,209	43.5%
Operations and Maintenance	3,350,523	10.8%	2,942,517	10.5%
Other Charges	816,161	2.6%	685,399	2.4%
Employee Benefits	1,877,790	6.1%	2,000,113	7.1%
Insurance and Bonds	380,324	1.2%	278,468	1.0%
Depreciation and Amortization	5,293,604	17.1%	5,272,892	18.7%
Total Operating Expenses	30,200,407	97.3%	28,029,235	99.6%
OPERATING INCOME	822,697	2.7%	123,574	0.4%
NONOPERATING REVENUE				
Interest Revenue - Investments	395,523	1.3%	(671,411)	-2.4%
Sale of Renewable Energy Credits	-	0.0%	482,463	1.7%
Interest Revenue - Notes Receivable	103,570	0.3%	117,505	0.4%
Bond Premium	170,829	0.6%	403,362	1.4%
Interest Expense - Bonds	(827,164)	-2.7%	(946,648)	-3.4%
Local Option Sales Tax	1,861,975	6.0%	1,940,891	6.9%
Other	52,567	0.2%	122,669	0.4%
Total Nonoperating Revenue	1,757,300	5.7%	1,448,831	5.1%
INCOME BEFORE OPERATING TRANSFERS TO THE CITY	2,579,997	8.3%	1,572,405	5.6%
CAPITAL CONTRIBUTIONS	-	0.0%	-	0.0%
TRANSFERS TO THE CITY	(783,245)	-2.5%	(756,373)	-2.7%
CHANGE IN NET ASSETS	$ 1,796,752	5.8%	$ 816,032	2.9%

BRAINERD PUBLIC UTILITIES
COMBINING STATEMENT OF NET POSITION BY DEPARTMENT
DECEMBER 31, 2023 AND 2022

	Electric	Water	Wastewater Treatment	Totals 2023	Totals 2022
ASSETS					
UTILITY PLANT					
Construction in Progress	$ 2,453,600	$ 93,288	$ 2,361,593	$ 4,908,481	$ 6,887,414
Right-to-Use	421,686	20,146	20,146	461,978	461,978
In Service	47,879,539	38,116,277	39,580,750	125,576,566	115,127,412
Total Investment in Utility Plant	50,754,825	38,229,711	41,962,489	130,947,025	122,476,804
Less: Accumulated Depreciation	(25,578,355)	(15,571,202)	(21,125,266)	(62,274,823)	(57,164,823)
Net Utility Plant	25,176,470	22,658,509	20,837,223	68,672,202	65,311,981
CASH AND INVESTMENTS					
Nonrestricted	4,621,076	(1,627,289)	4,937,429	7,931,216	10,504,795
Restricted					
Customer Deposits	498,283	-	-	498,283	348,726
City of Brainerd Contribution	69,644		-	69,644	111,502
Conservation Incentive Program	379,743	-	-	379,743	251,048
Water and Sewer Accessiblity Charges	-	551,964	7,138	559,102	574,550
Construction Bond Proceeds	-	-	-	-	1,859,877
Debt Service Reserve	1,117,250	1,542,503	2,139,825	4,799,578	4,588,747
Total Restricted Cash and Investments	2,064,920	2,094,467	2,146,963	6,306,350	7,734,450
Total Cash and Investments	6,685,996	467,178	7,084,392	14,237,566	18,239,245
CURRENT ASSETS					
Accounts Receivable	3,661,639	553,036	754,976	4,969,651	3,934,055
Interest Receivable	16,605	2,432	15,217	34,254	21,914
Inventory	1,841,020	140,406	-	1,981,426	1,549,484
Prepaid Expenses	137,182	16,158	34,746	188,086	210,447
Total Current Assets	5,656,446	712,032	804,939	7,173,417	5,715,900
OTHER ASSETS					
Bonds and Notes Receivable	-	-	3,818,334	3,818,334	3,330,334
Interest Receivable - Notes Receivable	-	-	34,800	34,800	38,900
Service Territory Acquisitions, Net of Accumulated Amortization	213,283	-	-	213,283	239,683
Deferred Outflows of Resources	630,567	210,190	210,190	1,050,947	1,785,419
Investment in Solar Generation Facility	662,073	-	-	662,073	567,000
Total Other Assets	1,505,923	210,190	4,063,324	5,779,437	5,961,336
Total Assets	39,024,835	24,047,909	32,789,878	95,862,622	95,228,462
LIABILITIES AND NET ASSETS					
NET POSITION					
Net Investment in Capital Assets	19,749,533	11,007,167	9,516,083	40,272,783	36,215,481
Restricted	-	1,654,212	5,878,562	7,532,774	6,819,583
Unrestricted	6,796,657	(1,844,060)	4,543,225	9,495,822	12,491,676
Total Net Position	26,546,190	10,817,319	19,937,870	57,301,379	55,526,740
LONG-TERM LIABILITIES					
Revenue Bonds Payable	4,500,000	10,140,000	2,487,400	17,127,400	16,141,600
PFA Construction Loan Payable	-	-	6,870,000	6,870,000	8,455,000
Equipment Certificate Payable	-	-	-	-	-
Compensated Absences	623,082	271,195	177,683	1,071,960	1,152,568
Other Postemployment Benefit Obligation	219,726	73,241	73,241	366,208	384,493
Net Pension Liability	2,043,276	681,092	681,092	3,405,460	4,926,260
Deferred Inflows of Resources	781,983	260,661	260,661	1,303,305	215,095
Capital Lease Payable	377,019	5,378	5,378	387,775	410,701
Revenue Bond Premium	45,981	695,684	111,199	852,864	890,731
Total Long-Term Liabilities	8,591,067	12,127,251	10,666,654	31,384,972	32,576,448
CURRENT LIABILITIES					
Accounts Payable	1,490,403	78,715	236,723	1,805,841	1,969,495
Revenue Bonds Payable	1,040,000	805,000	79,200	1,924,200	2,050,600
Equipment Certificate Payable	-	-	-	-	65,000
PFA Construction Loan Payable	-	-	1,585,000	1,585,000	1,536,000
Capital Lease Payable	17,937	5,280	5,280	28,497	28,497
Payable to City of Brainerd	69,644	19,550	115,296	204,490	295,485
Conservation Incentive Program Payable	379,743	-	-	379,743	251,048
Accrued Expenses					
Salaries and Withholding Taxes	222,519	80,285	49,458	352,262	312,748
Sales Taxes	153,901	2,800	-	156,701	-
Bond Interest	15,148	111,709	114,397	241,254	267,675
Customer Deposits	498,283	-	-	498,283	348,726
Total Current Liabilities	3,887,578	1,103,339	2,185,354	7,176,271	7,125,274
Total Liabilities	12,478,645	13,230,590	12,852,008	38,561,243	39,701,722
Total Liabilities and Net Position	$ 39,024,835	$ 24,047,909	$ 32,789,878	$ 95,862,622	$ 95,228,462

BRAINERD PUBLIC UTILITIES
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION BY DEPARTMENT
FOR THE TWELVE MONTH PERIOD ENDED DECEMBER 31, 2023, 2022, AND 2021

	December 31, 2023				Totals December 31,	
	Electric	Water	Wastewater Treatment	Total	2022	2021
OPERATING REVENUES						
Utility Revenues	$ 24,024,286	$ 3,291,840	$ 2,241,457	$ 29,557,583	$ 26,990,239	$ 26,797,781
Other Operating Revenue	409,100	60,616	995,805	1,465,521	1,162,570	875,993
Total Operating Revenue	24,433,386	3,352,456	3,237,262	31,023,104	28,152,809	27,673,774
OPERATING EXPENSES						
Purchased Power	13,781,295	-	-	13,781,295	12,256,209	12,021,143
Production/Generation						
Salaries and Wages	450,978	467,879	428,321	1,347,178	1,314,066	1,241,224
Operations and Maintenance	40,580	334,985	1,010,310	1,385,875	1,113,453	1,116,671
Employee Benefits	128,281	170,522	127,893	426,696	428,751	345,995
Other Charges	1,542	592	29,522	31,656	81,226	71,517
Total Generation/Production Expenses	621,381	973,978	1,596,046	3,191,405	2,937,496	2,775,407
Distribution						
Salaries and Wages	1,395,870	574,999	89,114	2,059,983	1,947,364	1,882,365
Operations and Maintenance	395,660	367,091	190,205	952,956	963,508	701,196
Employee Benefits	402,716	165,504	32,724	600,944	603,642	442,935
Other Charges	70,340	24,316	3,493	98,149	57,167	71,412
Total Distribution Expenses	2,264,586	1,131,910	315,536	3,712,032	3,571,681	3,097,908
General and Administrative						
Salaries and Wages	760,318	272,491	260,740	1,293,549	1,332,207	1,352,844
Operations and Maintenance	587,708	278,699	145,285	1,011,692	865,556	555,791
Insurance and Bonds	232,444	68,642	79,238	380,324	278,468	234,765
Employee Benefits	514,671	169,138	166,341	850,150	967,720	483,118
Other Charges	419,619	108,277	158,460	686,356	547,006	468,229
Total Gen. and Admin. Expenses	2,514,760	897,247	810,064	4,222,071	3,990,957	3,094,747
Depreciation and Amortization	2,281,847	1,261,911	1,749,846	5,293,604	5,272,892	5,461,105
Total Operating Expenses	21,463,869	4,265,046	4,471,492	30,200,407	28,029,235	26,450,310
NET OPERATING INCOME (LOSS)	2,969,517	(912,590)	(1,234,230)	822,697	123,574	1,223,464
NONOPERATING REVENUE (EXPENSE)						
Interest Revenue - Investments	89,702	34,116	271,705	395,523	(671,411)	(46,659)
Sale of Renewable Energy Credits	-				482,463	-
Bond Premium	14,228	147,833	8,768	170,829	403,362	102,990
Interest Revenue - Notes Receivable	-	-	103,570	103,570	117,505	135,313
Local Option Sales Tax	-	348,693	1,513,282	1,861,975	1,940,891	1,714,974
Interest Expense - Bonds	(183,426)	(306,058)	(337,680)	(827,164)	(946,648)	(926,653)
Other	-	-	52,567	52,567	122,669	34,167
Total Nonoperating Revenue (Expense)	(79,496)	224,584	1,612,212	1,757,300	1,448,831	1,014,132
INCOME BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS	2,890,021	(688,006)	377,982	2,579,997	1,572,405	2,237,596
CAPITAL CONTRIBUTIONS	-	-	-	-	-	976,000
TRANSFERS TO THE CITY	(783,245)	-	-	(783,245)	(756,373)	(761,150)
CHANGE IN NET POSITION	$ 2,106,776	$ (688,006)	$ 377,982	$ 1,796,752	$ 816,032	$ 2,452,446

BRAINERD PUBLIC UTILITIES
COMBINING STATEMENT OF NET POSITION FOR ELECTRIC DEPARTMENT
DECEMBER 31, 2023 AND 2022

	December 31, 2023			
	Generation	Distribution	Total	2022
ASSETS				
UTILITY PLANT				
Construction in Progress	$ 804,536	$ 1,649,064	$ 2,453,600	$ 1,232,433
Right-to-Use	-	421,686	421,686	421,686
In Service	7,737,334	40,142,205	47,879,539	46,003,529
Total Investment in Utility Plant	8,541,870	42,212,955	50,754,825	47,657,648
Less: Accumulated Depreciation	(2,548,121)	(23,030,234)	(25,578,355)	(23,333,900)
Net Utility Plant	5,993,749	19,182,721	25,176,470	24,323,748
CASH AND INVESTMENTS				
Nonrestricted	(3,723,406)	8,344,482	4,621,076	5,371,818
Restricted				
Customer Deposits	-	498,283	498,283	348,726
City of Brainerd Contribution	-	69,644	69,644	-
Conservation Incentive Program	-	379,743	379,743	251,048
Debt Service Reserve	686,750	430,500	1,117,250	1,142,873
Total Restricted Cash and Investments	686,750	1,378,170	2,064,920	1,742,647
Total Cash and Investments	(3,036,656)	9,722,652	6,685,996	7,114,465
CURRENT ASSETS				
Accounts Receivable	-	3,661,639	3,661,639	2,763,816
Interest Receivable	-	16,605	16,605	9,457
Inventory	-	1,841,020	1,841,020	1,389,381
Prepaid Expenses	19,453	117,729	137,182	132,684
Total Current Assets	19,453	5,636,993	5,656,446	4,295,338
OTHER ASSETS				
Service Territory Acquisitions, Net of Accumulated Amortization	-	213,283	213,283	239,683
Deferred Outflows of Resources	105,093	525,474	630,567	1,071,251
Investment in Solar Generation Facility	-	662,073	662,073	567,000
Total Other Assets	105,093	1,400,830	1,505,923	1,877,934
Total Assets	3,081,639	35,943,196	39,024,835	37,611,485
LIABILITIES AND NET ASSETS				
Net Investment in Capital Assets	2,617,768	17,131,765	19,749,533	17,911,742
Unrestricted	(3,965,945)	10,762,602	6,796,657	6,527,672
Total Net Position	(1,348,177)	27,894,367	26,546,190	24,439,414
LONG-TERM LIABILITIES				
Revenue Bonds Payable	3,095,000	1,405,000	4,500,000	5,585,000
Equipment Certificate Payable	-	-	-	-
Compensated Absences	59,596	563,486	623,082	731,055
Other Postemployment Benefit Obligation	36,622	183,104	219,726	230,697
Net Pension Liability	340,546	1,702,730	2,043,276	2,955,756
Deferred Inflows of Resources	130,330	651,653	781,983	129,057
Capital Lease Payable	-	377,019	377,019	391,055
Revenue Bond Premium	45,981	-	45,981	60,214
Total Long-Term Liabilities	3,708,075	4,882,992	8,591,067	10,082,834
CURRENT LIABILITIES				
Accounts Payable	33,461	1,456,942	1,490,403	1,190,782
Revenue Bonds Payable	605,000	435,000	1,040,000	995,000
Capital Lease Payable	-	17,937	17,937	17,937
Payable to City of Brainerd	-	69,644	69,644	61,190
Equipment Certificate Payable	-	-	-	20,800
Conservation Incentive Program Payable	-	379,743	379,743	251,048
Accrued Expenses				
Salaries and Withholding Taxes	72,313	150,206	222,519	186,704
Sales Taxes	15	153,886	153,901	-
Bond Interest	10,952	4,196	15,148	17,050
Customer Deposits	-	498,283	498,283	348,726
Total Current Liabilities	721,741	3,165,837	3,887,578	3,089,237
Total Liabilities	4,429,816	8,048,829	12,478,645	13,172,071
Total Liabilities and Net Position	$ 3,081,639	$ 35,943,196	$ 39,024,835	$ 37,611,485

BRAINERD PUBLIC UTILITIES
STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION - ELECTRIC DEPARTMENT
FOR THE TWELVE MONTH PERIOD ENDED DECEMBER 31, 2023, 2022, AND 2021

	December 31, 2023			Variance With Budget - Positive	Year to Date December 31,	
	Current Month	Year to Date	Budget	(Negative)	2022	2021
OPERATING REVENUES						
Utility Revenues						
Residential	$ 508,875	$ 6,832,297	$ 6,558,000	$ 274,297	$ 6,591,857	$ 6,471,225
Commercial	795,387	10,583,245	10,116,000	467,245	10,128,886	9,836,030
Medium/Large Commercial	171,868	2,677,239	3,168,000	(490,761)	3,218,293	3,245,975
Industrial	446,680	2,749,837	6,834,000	(4,084,163)	506,772	-
City of Brainerd	30,037	361,492	354,000	7,492	349,837	353,437
BPU	75,027	820,176	768,000	52,176	760,116	766,334
Total Utility Revenue	2,027,874	24,024,286	27,798,000	(3,773,714)	21,555,761	20,673,001
Other Operating Revenue						
Penalties	13,302	136,974	90,000	46,974	111,151	66,145
Other	11,642	272,126	96,000	176,126	245,397	101,298
Total Other Operating Revenue	24,944	409,100	186,000	223,100	356,548	167,443
Total Operating Revenue	2,052,818	24,433,386	27,984,000	(3,550,614)	21,912,309	20,840,444
OPERATING EXPENSES						
Purchased Power						
All Other Customers	894,731	10,529,770	10,605,600	75,830	11,776,265	12,021,143
Solar Generation - Airport	13,590	716,527	540,000	(176,527)		-
Crypto Mining Customers	415,257	2,534,998	6,507,600	3,972,602	479,944	-
Total Purchased Power Expense	1,323,578	13,781,295	17,653,200	3,871,905	12,256,209	12,021,143
Generation						
Salaries and Wages	25,505	450,978	502,800	51,822	519,798	499,417
Operations and Maintenance	1,244	40,580	24,000	(16,580)	29,327	26,847
Employee Benefits	6,567	128,281	157,800	29,519	160,938	125,391
Other Charges	503	1,542	38,400	36,858	35,447	32,873
Depreciation	29,556	328,756	321,600	(7,156)	325,651	320,307
Total Generation Expenses	63,375	950,137	1,044,600	94,463	1,071,161	1,004,835
Distribution						
Salaries and Wages	104,460	1,395,870	1,574,400	178,530	1,312,281	1,348,660
Operations and Maintenance	65,540	395,660	430,800	35,140	501,193	319,172
Employee Benefits	33,028	402,716	407,400	4,684	404,455	302,748
Other Charges	9,253	70,340	45,600	(24,740)	39,523	46,946
Depreciation and Amortization	202,448	1,769,948	1,681,200	(88,748)	1,766,933	1,775,851
Total Distribution Expenses	414,729	4,034,534	4,139,400	104,866	4,024,385	3,793,377
General and Administrative						
Salaries and Wages	63,950	760,318	867,000	106,682	784,608	793,347
Operations and Maintenance	51,782	587,708	418,800	(168,908)	514,206	363,945
Insurance and Bonds	16,676	232,444	181,200	(51,244)	170,377	144,451
Employee Benefits	143,761	514,671	391,200	(123,471)	583,292	295,003
Other Charges	41,904	419,619	343,800	(75,819)	358,837	315,341
Depreciation and Amortization	30,689	183,143	142,800	(40,343)	167,899	172,488
Total Gen. and Admin. Expenses	348,762	2,697,903	2,344,800	(353,103)	2,579,219	2,084,575
Total Operating Expenses	2,150,444	21,463,869	25,182,000	3,718,131	19,930,974	18,903,930
NET OPERATING INCOME	(97,626)	2,969,517	2,802,000	167,517	1,981,335	1,936,514
NONOPERATING REVENUE						
Interest Revenue - Investments	49,628	89,702	24,000	65,702	(235,020)	(62)
Interest Expense - Bonds	(15,148)	(183,426)	(182,400)	(1,026)	(211,773)	(236,516)
Sale of Renewable Energy Credits	-	-	-	-	482,463	-
Bond Premium	1,161	14,228	13,800	428	60,589	17,353
Gain on Disposal of Capital Assets	-	-	6,000	(6,000)	33,954	31,522
Total Nonoperating Revenue	35,641	(79,496)	(138,600)	59,104	130,213	(187,703)
INCOME BEFORE TRANSFERS TO THE CITY	(61,985)	2,890,021	2,663,400	226,621	2,111,548	1,748,811
TRANSFERS TO THE CITY	(58,945)	(783,245)	(834,000)	50,755	(756,373)	(761,150)
CHANGE IN NET POSITION	$ (120,930)	$ 2,106,776	$ 1,829,400	$ 277,376	$ 1,355,175	$ 987,661

BRAINERD PUBLIC UTILITIES
OPERATING STATISTICS - ELECTRIC DEPARTMENT
FOR THE TWELVE MONTH PERIOD ENDED DECEMBER 31, 2023, 2022, AND 2021

	KWH SOLD			REVENUE			AVERAGE REVENUE PER KWH		
	PERIOD ENDED DECEMBER 31,			PERIOD ENDED DECEMBER 31,			PERIOD ENDED DECEMBER 31,		
	2023	2022	2021	2023	2022	2021	2023	2022	2021
Residential	54,810,508	54,475,409	54,677,277	$ 6,832,297	$ 6,591,857	$ 6,471,226	$ 0.1247	$ 0.1210	$ 0.1184
Commercial	10,113,008	41,709,950	42,077,449	10,583,245	10,128,886	9,836,029	1.0465	0.2428	0.2338
Medium/Large Commercial	99,689,221	73,888,043	72,335,923	2,677,239	3,218,293	3,245,975	0.0269	0.0436	0.0449
Industrial	44,156,365	5,221,831	-	2,749,837	506,772	-	0.0623	-	-
City of Brainerd	1,981,223	2,043,197	2,078,706	361,492	349,837	353,436	0.1825	0.1712	0.1700
BPU	7,335,076	7,161,760	7,435,903	820,176	760,116	766,335	0.1118	0.1061	0.1031
Total	218,085,401	184,500,190	178,605,258	24,024,286	21,048,989	20,673,001	$ 0.1102	$ 0.1141	$ 0.1157
% Change From Previous Year	18.20%	3.30%	NA	14.14%	1.82%	NA	-3.44%	-1.43%	NA

	% TO TOTAL - KWH			% TO TOTAL - REVENUE			TOTAL METERS IN SERVICE		
	PERIOD ENDED DECEMBER 31,			PERIOD ENDED DECEMBER 31,			PERIOD ENDED DECEMBER 31,		
	2023	2022	2021	2023	2022	2021	2023	2022	2021
Residential	25.13%	29.53%	30.61%	28.44%	31.32%	31.30%	6,948	7,016	6,875
Commercial	4.64%	22.61%	23.56%	44.05%	48.12%	47.58%	1,177	1,226	1,224
Medium/Large Commercial	45.71%	40.05%	40.50%	11.14%	15.29%	15.70%	66	65	66
Industrial	20.25%	2.83%	0.00%	11.45%	2.41%	0.00%	1	1	-
City of Brainerd	0.91%	1.11%	1.16%	1.50%	1.66%	1.71%	36	37	33
BPU	3.36%	3.88%	4.16%	3.41%	3.61%	3.71%	39	38	38
Total	100.00%	100.00%	100.00%	100.00%	102.41%	100.00%	8,267	8,383	8,236
% Change From Previous Year							-1.38%	1.78%	NA

BRAINERD PUBLIC UTILITIES
STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION - WATER DEPARTMENT
FOR THE TWELVE MONTH PERIOD ENDED DECEMBER 31, 2023, 2022, AND 2021

	December 31, 2023			Variance With Budget - Positive	Year to Date December 31,	
	Current Month	Year to Date	Budget	(Negative)	2022	2021
OPERATING REVENUES						
Utility Revenues						
Residential	$ 124,293	$ 1,649,491	$ 1,620,000	$ 29,491	$ 1,564,247	$ 1,469,941
Commercial	102,741	1,397,677	1,446,000	(48,323)	1,506,912	2,265,451
City of Brainerd	7,469	138,722	128,400	10,322	124,466	114,859
BPU	5,282	105,950	93,000	12,950	87,585	84,865
Total Utility Revenue	239,785	3,291,840	3,287,400	4,440	3,283,210	3,935,116
Other Operating Revenue						
Penalties	2,085	25,270	18,000	7,270	20,861	13,427
Other	6,133	35,346	22,800	12,546	3,228	25,037
Total Other Operating Revenue	8,218	60,616	40,800	19,816	24,089	38,464
Total Operating Revenue	248,003	3,352,456	3,328,200	24,256	3,307,299	3,973,580
OPERATING EXPENSES						
Production						
Salaries and Wages	36,950	467,879	366,000	(101,879)	410,217	297,087
Operations and Maintenance	31,960	334,985	268,800	(66,185)	264,149	303,183
Employee Benefits	13,914	170,522	148,200	(22,322)	146,508	111,951
Other Charges	-	592	600	8	-	934
Depreciation	(62,179)	182,021	256,800	74,779	278,444	296,604
Total Production Expenses	20,645	1,155,999	1,040,400	(115,599)	1,099,318	1,009,759
Distribution						
Salaries and Wages	43,513	574,999	476,400	(98,599)	539,354	399,763
Operations and Maintenance	50,557	367,091	317,400	(49,691)	288,847	216,526
Employee Benefits	12,672	165,504	161,400	(4,104)	170,048	101,611
Other Charges	742	24,316	20,400	(3,916)	15,730	24,434
Depreciation	277,785	1,024,685	814,800	(209,885)	833,590	823,709
Total Distribution Expenses	385,269	2,156,595	1,790,400	(366,195)	1,847,569	1,566,043
General and Administrative						
Salaries and Wages	22,879	272,491	306,000	33,509	283,821	284,581
Operations and Maintenance	35,209	278,699	152,400	(126,299)	207,330	114,179
Insurance and Bonds	6,654	68,642	54,000	(14,642)	46,779	44,301
Employee Benefits	38,700	169,138	133,800	(35,338)	195,851	99,663
Other Charges	9,090	108,277	85,800	(22,477)	96,089	76,021
Depreciation	11,540	55,205	46,800	(8,405)	60,274	61,840
Total Gen. and Admin. Expenses	124,072	952,452	778,800	(173,652)	890,144	680,585
Total Operating Expenses	529,986	4,265,046	3,609,600	(655,446)	3,837,031	3,256,387
NET OPERATING INCOME (LOSS)	(281,983)	(912,590)	(281,400)	(631,190)	(529,732)	717,193
NONOPERATING REVENUE						
Interest Revenue - Investments	9,094	34,116	4,800	29,316	(24,837)	6,766
Local Option Sales Tax - Baxter	-	348,693	318,000	30,693	323,758	308,891
Bond Premium	12,336	147,833	145,200	2,633	302,366	75,980
Bond Issuance Costs	(22,113)	(22,113)	-		-	(87,243)
Interest Expense - Bonds	(42,559)	(306,058)	(310,800)	4,742	(355,400)	(254,312)
Gain on Disposal of Capital Assets	-	-	-	-	11,157	1,051
Total Nonoperating Revenue	(43,242)	202,471	157,200	67,384	257,044	51,133
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS	(325,225)	(710,119)	(124,200)	(563,806)	(272,688)	768,326
CAPITAL CONTRIBUTIONS	-	-	-	-	-	976,000
CHANGE IN NET POSITION	$ (325,225)	$ (710,119)	$ (124,200)	$ (563,806)	$ (272,688)	$ 1,744,326

BRAINERD PUBLIC UTILITIES
OPERATING STATISTICS - WATER DEPARTMENT
FOR THE TWELVE MONTH PERIOD ENDED DECEMBER 31, 2023, 2022, AND 2021

	GALLONS SOLD			REVENUE			AVERAGE PER 1,000 GALLONS		
	PERIOD ENDED DECEMBER 31,			PERIOD ENDED DECEMBER 31,			PERIOD ENDED DECEMBER 31,		
	2023	2022	2021	2023	2022	2021	2023	2022	2021
Residential	178,854,635	164,549,835	188,373,761	$ 1,649,491	$ 1,564,247	$ 1,469,941	$ 9.22	$ 9.51	$ 7.80
Commercial	240,197,649	229,860,953	243,558,305	1,632,489	1,454,332	1,506,195	6.80	6.33	6.18
City of Baxter	1,636,000	98,939,000	338,370,000	9,860	264,631	958,980	6.03	2.67	-
Total	420,688,284	493,349,788	770,302,066	$ 3,291,840	$ 3,283,210	$ 3,935,116	$ 7.82	$ 6.65	$ 5.11
% Change From Previous Year	-14.73%	-35.95%	NA	0.26%	-16.57%	NA	17.58%	30.27%	NA

	% TO TOTAL - GALLONS			% TO TOTAL - REVENUE			TOTAL METERS IN SERVICE		
	PERIOD ENDED DECEMBER 31,			PERIOD ENDED DECEMBER 31,			PERIOD ENDED DECEMBER 31,		
	2023	2022	2021	2023	2022	2021	2023	2022	2021
Residential	42.51%	33.35%	24.45%	50.11%	47.64%	37.35%	4,064	4,101	4,059
Commercial	57.10%	46.59%	31.62%	49.59%	44.30%	38.28%	853	847	803
City of Baxter	0.39%	20.05%	43.93%	0.30%	8.06%	24.37%	1	1	1
Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	4,918	4,949	4,863
% Change From Previous Year							-0.63%	1.77%	NA

BRAINERD PUBLIC UTILITIES
STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION - WASTEWATER TREATMENT DEPARTMENT
FOR THE TWELVE MONTH PERIOD ENDED DECEMBER 31, 2023, 2022, AND 2021

	December 31, 2023			Variance With Budget - Positive	Year to Date December 31,	
	Current Month	Year to Date	Budget	(Negative)	2022	2021
OPERATING REVENUES						
Utility Revenues						
Residential	$ 104,586	$ 1,438,478	$ 1,411,200	$ 27,278	$ 1,405,712	$ 1,413,394
Commercial	65,602	802,979	781,800	21,179	745,555	776,270
Total Utility Revenue	170,188	2,241,457	2,193,000	48,457	2,151,267	2,189,664
Other Operating Revenue						
Penalties	2,796	31,270	25,200	6,070	27,385	17,353
Reimbursement of Expenses - Baxter	63,731	780,044	711,600	68,444	745,875	652,796
Other	1,820	184,491	6,000	178,491	8,674	(63)
Total Other Operating Revenue	68,347	995,805	742,800	253,005	781,934	670,086
Total Operating Revenue	238,535	3,237,262	2,935,800	301,462	2,933,201	2,859,750
OPERATING EXPENSES						
Treatment						
Salaries and Wages	30,077	428,321	396,000	(32,321)	384,051	444,720
Operations and Maintenance	71,091	1,010,310	838,200	(172,110)	819,977	786,641
Employee Benefits	9,894	127,893	132,600	4,707	121,305	108,652
Other Charges	2,020	29,522	40,800	11,278	45,779	37,710
Depreciation	143,502	1,430,502	1,398,000	(32,502)	1,516,353	1,690,732
Total Treatment Expenses	256,584	3,026,548	2,805,600	(220,948)	2,887,465	3,068,455
Lift Stations						
Salaries and Wages	9,482	89,114	180,000	90,886	95,729	133,942
Operations and Maintenance	24,175	190,205	177,000	(13,205)	173,468	165,498
Employee Benefits	2,927	32,724	57,600	24,876	29,139	38,576
Other Charges	9	3,493	-	(3,493)	1,914	32
Depreciation	31,606	275,806	272,400	(3,406)	281,783	276,130
Total Collection Expenses	68,199	591,342	687,000	95,658	582,033	614,178
General and Administrative						
Salaries and Wages	21,823	260,740	291,600	30,860	263,778	274,916
Operations and Maintenance	7,704	145,285	133,200	(12,085)	144,020	77,667
Insurance and Bonds	9,526	79,238	76,800	(2,438)	61,312	46,013
Employee Benefits	43,720	166,341	125,400	(40,941)	188,577	88,452
Other Charges	51,739	158,460	89,400	(69,060)	92,080	76,868
Depreciation and Amortization	11,970	43,538	34,800	(8,738)	41,966	43,444
Total Gen. and Admin. Expenses	146,482	853,602	751,200	(102,402)	791,733	607,360
Total Operating Expenses	471,265	4,471,492	4,243,800	(227,692)	4,261,231	4,289,993
NET OPERATING LOSS	(232,730)	(1,234,230)	(1,308,000)	73,770	(1,328,030)	(1,430,243)
NONOPERATING REVENUE						
Interest Revenue - Investments	86,406	271,705	28,000	243,705	(411,554)	(53,363)
Interest Revenue - Notes Receivable	8,100	103,570	108,000	(4,430)	117,505	135,313
Interest Expense - Bonds	(37,597)	(337,680)	(327,600)	(10,080)	(379,475)	(435,825)
Bond Premium	712	8,768	9,000	(232)	40,407	9,657
Local Option Sales Tax - Brainerd	82,857	1,392,070	1,344,000	48,070	1,539,391	1,331,925
Local Option Sales Tax - Baxter	28,684	121,212	76,800	44,412	77,742	74,158
Federal Grant Revenue - Build America Bond	5,100	52,567	70,800	(18,233)	77,558	88,709
Gain (Loss) on Disposal of Capital Assets	-	-	-	-	-	128
Total Nonoperating Revenue	174,262	1,612,212	1,309,000	303,212	1,061,574	1,150,702
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	(58,468)	377,982	1,000	376,982	(266,456)	(279,541)
CAPITAL CONTRIBUTIONS	-	-	-	-	-	-
CHANGE IN NET POSITION	$ (58,468)	$ 377,982	$ 1,000	$ 376,982	$ (266,456)	$ (279,541)

BRAINERD PUBLIC UTILITIES
OPERATING STATISTICS - WASTEWATER TREATMENT DEPARTMENT
FOR THE TWELVE MONTH PERIOD ENDED DECEMBER 31, 2023, 2022, AND 2021

	GALLONS PROCESSED			REVENUE			AVERAGE PER 1,000 GALLONS		
	PERIOD ENDED DECEMBER 31,			PERIOD ENDED DECEMBER 31,			PERIOD ENDED DECEMBER 31,		
	2023	2022	2021	2023	2022	2021	2023	2022	2021
Residential	177,551,396	163,328,886	186,699,126	$ 1,438,478	$ 1,405,712	$ 1,413,394	$ 8.10	$ 8.61	$ 7.57
Commercial	166,459,004	162,501,591	172,787,869	802,979	745,555	776,270	4.82	4.59	4.49
City of Baxter	236,904,000	228,839,000	218,698,000	780,044	745,875	652,796	3.29	3.26	2.98
Total	580,914,400	554,669,477	578,184,995	$ 3,021,501	$ 2,897,142	$ 2,842,460	$ 5.20	$ 5.22	$ 4.92
% Change From Previous Year	4.73%	-4.07%	NA	4.29%	1.92%	NA	-0.42%	6.24%	NA

	% TO TOTAL - GALLONS			% TO TOTAL - REVENUE			TOTAL METERS IN SERVICE		
	PERIOD ENDED DECEMBER 31,			PERIOD ENDED DECEMBER 31,			PERIOD ENDED DECEMBER 31,		
	2023	2022	2021	2023	2022	2021	2023	2022	2021
Residential	30.56%	29.45%	32.29%	47.61%	48.52%	49.72%	4,040	4,076	4,034
Commercial	28.65%	29.30%	29.88%	26.58%	25.73%	27.31%	836	826	779
City of Baxter	40.78%	41.26%	37.82%	25.82%	25.75%	22.97%	1	1	1
Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	4,877	4,903	4,814
% Change From Previous Year							-0.53%	1.85%	NA

BRAINERD PUBLIC UTILITIES
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Business Office: 218.829.8726 ■ ***Repair Service:*** 218.829.2193
www.bpu.org

Brainerd Public Utilities
Operation Managers Report
April 30, 2024

South Brainerd reconstruction projects
Water main construction has been completed from Tamarac Street to Sycamore Street. Lighting conduit infrastructure is underway at several locations inside the project limits. Three phase electrical primary underground relocation will start the first week in May on Tamarac St.

St Joe substation upgrades
Testing has been completed on the control house. Testing has been completed on the 7500kVa transformer. We started adding load this week.

LCRR Inventory update
We are down to 2,600 customer service lines. Over halfway there! We have 890 left on the BPU side. These will more than likely need excavation work to be identified.

Generation
Hydro Plant water flows have been averaging 3000 cfs. Generators 1 and 2 are running 24hrs a day. Update on the WWTP Solar project. Final punch list items will be completed by ISI in May. After this completion we will be able to finish our CUP with Baxter.

OUTAGES

Location	2024	Meters Out	DURATION	CAUSE	Solution
1600 block NE	1-Apr	4	26 min	Squirrel	Install rodent Protection
500 block SE	7-Apr	438	1h 39 min	Storm 4-7-24 broken insulators caused pole to catch fire	Create Outage to replass glass and x-amrs safely
McKay Rd.	17-Apr	1	43 min	tree on line	splice OH primary line
Oak Bluff	17-Apr	11	47 min	Trans hit by car	Replace transformer
1300 Block S 6th	17-Apr	2	1h 3 min	Maintenance	Pole change out

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Brainerd Public Utilities
Water/Wastewater Manager
Water Production Department Report
April 30, 2024

March 2024 Water Pumping Statistics
Water pumped to North distribution system was 26.022 MG for an average of 0.839 MGD. Water pumped to South distribution system was 4.413 MG for an average of 0.143 MGD. Chemical usage averages for the month: 1.55 gallons of fluoride per day, 9.13 gallons of caustic soda per day, 9.82 pounds of chlorine per day. Went through 2 filter backwash events while using 0.598 MG for each event.

Well 8 Rehabilitation
Thein well service finished rehabilitation and re-installed the pump and motor for well 8.

Water Treatment Facility Operation and Maintenance manual
Ongoing project working with Bolton and Menk staff to provide them with accurate information related to operations of the Water Treatment Facility. They had one site visit and do not expect to have any others when quote had 4.

Wells
Water levels and pumping performance staying stable during weekly evaluation events.

Filtration Plant
Operating efficiently; all controls and valve operators functioning properly. Went through daily iron and manganese testing throughout the plant in the month of March. Results were consistently >95% removal of raw water iron and manganese concentration.

Corrosion Control
Installed new chemical feed pumps for feeding orthophosphate solution to the water distribution system and put them in service on 4/16/2024.

Booster Pump Stations
Riverside booster station and Lum Park booster station continue to operate effectively. A New chemical feed pump was installed at Riverside; chemical feed pump at Lum Park functioning well. Riverside booster station variable frequency drive for pump 1 failed and was replaced on 4/12/2024.

Generators
Test ran on the Riverside booster station, Lum Park booster station, and Water Plant emergency generator.

Security System Improvements
Working with contractor on logistics for installation of new alarm system, access card readers at entrance doors and cameras around water treatment facilities. Project is approximately 90% finished.

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Brainerd Public Utilities
Water/Wastewater Manager
Wastewater Treatment Facility/Lift Station Report
April 30, 2024

Lift Stations
Pump 3 at Evergreen Lift failed (Short to ground) Replaced with spare pump. Pump sent to Quality Flow for repair estimate. Station maintenance is ongoing for the 17 lift stations.

Wastewater Treatment Facility (WWTF)
Received new Kaeser air compressors for Sequential Batch Reactors (SBR). We will install the compressor and plan startup with Kaeser Company so the warranty will be validated. On-call operators tested WWTF and Lift station SCADA alarms. Equipment maintenance is ongoing.

Biosolids
Preparing for spring biosolids season. Semis, trailers, tractor, and applicator trailer are ready. Collecting soil samples from fields that will be expiring this cropping year. Sampled both Storage Tanks and sent samples to Minnesota Valley Testing Lab (MVTL). Started Hauling for land application 4/24/2024.

Lab
Sent Electronic Daily Monitoring Report (eDMR) in.
Received Proficiency Test kit that is due by May 18, 2024. Sampled 4 days for WET Testing.
4- Copper and 1-PFAS Samples sent to Minnesota Valley Testing Lab (MVTL).
On going Mercury Minimization Plan, Copper Minimization Plan, PFOS/PFAS sites identification.
Delegation updates with Brainerd Significant Industrial Users (SIU) and Categorical Industrial Users (CIU), meetings occurred as it relates to future mandates.

Drinking Water
Collected Minnesota Department of Health (MDH) 15 required drinking water samples throughout the distribution system for coliform and e-coli. Collected an additional 15 coliform and e-coli samples from the drinking water plant. Performed iron and manganese testing on all filters in the water plant for March and April to further along the reclamation tank project. Responded to 13 residential drinking water concerns about Chlorine/Copper, taste/smell. Brings total to 97 since September 2023. Flushed Hydrants: Bowling Alley, Greenwood, and #347. Checked total and free chlorine at MNDNR Fisheries after dechlorination equipment. (.05 total and free- good.) Preparing for Minnesota Department of Health (MDH) 60 Lead/Copper sites sampling. (due end of June).

River crossing
On going with tree planting.

Generators
Test ran Evergreen Lift, Main Lift, SW 6th Lift, Portable 25 KW, 150 KW, 45 KW and both plant generators.

Personnel
2 call outs on April 7 for power bumps. 1600 hrs. and 1730 hrs.
Training: Type IV Biosolids Land Application basic course. Jason Gage attended.