



PUBLIC UTILITIES COMMISSION AGENDA

City of Brainerd, Minnesota
BPU Service Center, 8027 Highland Scenic Rd, Commission Room
Tuesday, May 28, 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 Pay Request No. 5 Received from Minger Construction for \$47,216.52 for Directional Drilling Forcemain River Crossing Project.**

D. **Authorization to obtain bids for two hydro generators**

6. **2023 Audit Presentation**

A. **CLA Presentation**

7. **Public Forum**

Time allocated for citizens to bring matters not on the agenda to the attention of the Commission -
Time limits may be imposed

8. **Commission Committee Reports**

A. **Personnel Committee**

B. **Finance Committee**

C. **Operations/Policy Committee**

9. **Unfinished Business**

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

10. **New Business**

- A. **Contracted Energy Discussion**
- B. **Property Coding Correction - Out of City Limits**
- C. **Policy 2005-10 Update for Disconnected Services**
- D. **Fee Schedule**
- E. **Service Territory Discussion**
- F. **Main Lift Pumping Building Study**
- G. **MESERB Invite**

11. **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**

12. **Commission Member Reports**

13. **Adjourn**

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 April 30, 2024.

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

Commission Roll Call

Mike Angland – Present

Tad Johnson – Present

Dolly Matten – Present

Mark O'Day – Present

Tad Erickson - Present

Utility Staff Present

Public Utilities Director

Interim Public Utilities Director

Finance Manager

Water/Wastewater Manager

Electric Distribution Supervisor

Business Office Supervisor

Recording Secretary

Todd Wicklund

Patrick Wussow

Danny Loch

Charlie Gammon

Mitch Lachelt

Jana Pernula

Mandy Selisker

Others in Attendance

City Administrator

HR Director

City Engineer/Public Works Director

Community Development Director

City Liaison

Bolton & Menk

Widseth

Region 5 Development Commission (R5DC)

Lakeland News

Nick Broyles

Kris Schubert

Jessie Dehn

James Kramvik

Jeff Czczok

Morgan Salo, PE

Bill Westerberg, PE

BJ Allen

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.

BRAINERD PUBLIC UTILITIES COMMISSION MEETING

April 30, 2024

Approval of Consent Items

Motion by Commissioner Johnson and seconded by Commissioner O'Day to approve the minutes from the March 26th, 2024, regular monthly meeting, the current month's bills, and change orders received from Minger Construction related to road access. There was a unanimous roll call vote in favor of the motion. Motion carried.

Region 5 Grant Presentation Hydro Electric Facility Generation Improvement

BJ Allen reviewed the goals and purpose for the Region 5 Development Commission (R5DC) and recent partnership with Brainerd Public Utilities. There was a need identified in the region to seek resources to fund energy related projects for local governments. Brainerd Public Utilities has been working with R5DC since November of 2023. A few projects that have been identified so far with BPU are:

- Excess Biogas Generation at the WWTP
 - Technical assistance was received from the DOE related to a feasibility study to help turn the excess biogas into both electricity and thermal energy.
- Local Energy Action Plan
 - Technical assistance received from the DOE to assist in the creation of this.
- Hydro Electric Project
 - There was a recent opportunity to apply for some Congressionally directed spending. The application for \$3.65 million was submitted last Friday, April 26th. \$3.65 million. This potential funding would assist with the upgrades identified for the Hydro.

Commissioner Matten and Angland both expressed their gratitude for this partnership and the work being done from both sides. A thank you was also extended from Commissioner Angland to those community members who submitted letters of support for Brainerd Public Utilities. Some of those supporters include the City of Baxter, YMCA, and Brainerd HRA.

Public Forum

None

Commission Committee Reports

Personnel

None

Finance

Commissioner Angland reported on working diligently on the recent grant applications with staff.

Operations Policy Committee

Finance Manager Loch presented that the Committee and staff discussed inactive meters that are currently not being billed a service charge. A policy will be drafted and presented to the Commission for consideration.

Unfinished Business - See board packet for staff memo.

Memos were included in the packet with project status updates from Bolton & Menk and Widseth.

BRAINERD PUBLIC UTILITIES COMMISSION MEETING

April 30, 2024

Crypto Mining Activity

A revised agreement was presented for consideration.

Motion by Commissioner O'Day and seconded by Commissioner Johnson to ratify the updated contract with VCV Digital. There was a unanimous vote in favor of the motion. Motion carried.

New Business

Land Grant Purchase – Wellhead Protection

Finance Manager Loch presented on the following:

- As part of the Wellhead Protection Plan and the purchase of the Robert's Property, there is an available grant for protection of the public drinking water system. Using grant funds for the purchase requires BPU to set the property aside as undevelopable. Discussion with BPU and City staff led to a recommendation to set aside 10 acres to be excluded from the grant application for future use. This would include but not be limited to future wells, future facility expansion, or movement of distribution or collection lines on the property.

Motion by Commissioner Johnson and seconded by Commissioner Erickson to recommend to City Council to approve the pursuit of the wellhead protection grant opportunities excluding 10 acres of the purchase. There was a unanimous vote in favor of the motion. Motion carried.

Joint Wastewater Board Recommendation – Quote for 20-year plan

Finance Manager Loch discussed the joint meeting and the outcome of which the recommendation was to present and request quotes for a 20-year use and feasibility study for future projects at the Wastewater facility. The previous study and projections are 20 years old and in need of an update.

Motion by Commissioner Angland and seconded by Commissioner Erickson to approve request for quotes for a joint water and 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. There was a unanimous roll call vote in favor of the motion. Motion carried.

Utilities Outside City Limits in Service Area

Community Development Coordinator Kramvik presented a memo, current City policy, and recent connection discussion in relation to Riverside Drive.

Invitation to MMUA Interacting on the Issues: June 13th, 2024, 5PM-7 PM

Finance Manager Loch and Commissioner Matten reviewed the invitation and registration requirement.

Motion by Commissioner Johnson and seconded by Commissioner Angland to adjourn to the June 13th, 2024, MMUA Utility Leader Workshop at the Greater Lakes Association of Realtors building from 5-7PM. There was a unanimous vote in favor of the motion. Motion carried.

BRAINERD PUBLIC UTILITIES COMMISSION MEETING

April 30, 2024

Strike Contingency Plan Work Group Appointment

Finance Manager Loch noted there was a work group formed for strike contingency planning and two City of Brainerd Public Utilities Commission members were requested to be appointed to said work group. Commissioner Matten would like to appoint Commissioner Erickson and Angland to the Work Group with Commissioner O'Day being an alternate if one of them would be unable to attend a meeting.

Motion by Commissioner Johnson and seconded by Commissioner Angland to approve the appointment of Commissioner Erickson and Commissioner Angland to the Strike Contingency Plan Work Group with Commissioner O'Day as an alternate member. There was a unanimous vote in favor of the motion. Motion carried.

Surplus Auction Items

Finance Manager Loch presented the items to be listed on the MN Department of Administration Surplus Services site.

Motion by Commissioner Johnson and seconded by Commissioner Angland to approve the presented items for auction. There was a unanimous vote in favor of the motion. Motion carried.

Finance Policy

Commissioner Matten mentioned the updating of signors with the bank to follow the recent and upcoming Public Utilities Director changes. There will likely be several signatures needed for removing authorized signors and adding new ones as the internal changes take place.

Staff Reports

City Administrator Report

City Administrator Broyles reported on the following:

- The BIC Restoration project was approved by Council for the riverfront north of the dam.
- Seasonal contracts have been awarded for pavement markings and chip seal.
- A public hearing has been set for the MS4 permit on May 20th, 2024.
- EDA visited several local businesses over the last few weeks including Northland Frozen Pizza (Giovannis) and Lakes Printing.
- 805 Laurel Street and Brainerd Oaks projects
- The City Council approved a wage adjustment increase of \$10,000 to the Public Utilities Director posting. The job posting is now posted with GMP Consultants and will be live for about four weeks.
- Strike Contingency Plan Work Group formed.

Commissioner Angland inquired on the 805 Laurel Street project and when the demo of the building will be occurring. Community Development Director Kamvik noted that the developer is applying for a MN Work Force housing grant for potential match funding and should hear about that in July and anticipating a late summer/early fall for demolition.

BRAINERD PUBLIC UTILITIES COMMISSION MEETING

April 30, 2024

City Liaison Report

Czeczok reported on the following:

- Environmental Class at the High School with BPU staff members Hawkinson and Gammon, Commissioners Matten and Angland, BJ Allen (R5DC), and Heidi Hall (Clean Energy Resource Teams) was very well done.
- Level Contracting was approved for a MN Work Force Housing Permit for 18 Twin Homes in Brainerd Oaks

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

Public Utilities Director's Report

Wicklund reported on the following:

- Reviewed highlights from BPU over his last 22 years. The highlights included:
 - In 2002, the assets were \$25 million across the three utilities, today they are close to \$96 million.
 - In 2002, the power bill was \$6.8 million for the year. In 2023, the annual power bill was \$13.7 million. A few years ago, there was a change in power providers from MN Power to American Electric Power (AEP). That change was projected to save approximately \$1.5 million per year.
 - The carbon free regulations for 2040. BPU could be seen on the leading edge in the state of MN with the Hydro facility and potential upgrades, solar, etc.
 - Staff numbers haven't changed drastically from 20 years ago, yet the staff is currently managing \$50 million more in infrastructure.
 - Electric customers: In 2002, there were 7,100 and currently there are 8,300.
 - Water customers: In 2002, there were 4,300 and currently there are almost 4,900.
 - Biosolids production and growth in the Wastewater plant have led to the WWTP Management board reconvening and planning for current and future growth.

Wussow reported on the following:

- 805 Laurel Street project funding
 - The grant being sought is a 2 to 1 match. The means of the City's 'one' is through SAC/WAC fees being waived. With 78 residential units plus 5 commercial units, these are significant dollars not coming back into BPU system and infrastructure.
 - Community Development Director Kramvik noted additional funding being used is redevelopment tax increment financing (TIF) and City Liaison Czeczok noted \$1.3 million in work force housing, which is collected by the county on property taxes.

Managers Reports

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

Finance Manager Loch noted that the draft audit report has been reviewed internally by himself and Public Utilities Director Wicklund and is back with the auditors.

Operations Manager Report – *see board packet for report.*

Water/Wastewater Report – *see board packet for report.*

Water/Wastewater Manager Gammon noted that the sewer extension permit was approved by MPCA for the Country Manor.

BRAINERD PUBLIC UTILITIES COMMISSION MEETING

April 30, 2024

Commissioner Matten recognized Water/Wastewater Manager Gammon for MPCA statewide excellence in 2023, as Brainerd Public Utilities was named in their article.

Commission Members – Future Agenda Items

Commissioner Johnson requested the addition of Electric Car Chargers to Unfinished Business.

- There was a joint discussion a few years with the City's Parking Commission for the potential addition of these to downtown Brainerd and he would like to have that topic readdressed.

Commissioner Angland extended thanks to BPU staff, City Staff, R5DC, and CERTS for attending the presentation at the Brainerd High School (BHS) which was very appreciated by the BHS staff.

Presentation of Tower Award to Todd Wicklund

Interim Public Utilities Director Wussow presented Todd Wicklund with a tower award for 22 years of service with Brainerd Public Utilities.

Next Board meeting is scheduled for May 28, 2024.

Adjournment

Motion by Commissioner Johnson and seconded by Commissioner O'Day to adjourn the May 6, 2024, City Council meeting. Motion carried at 9:50 AM.

Dolly Matten, Commission President

Danny Loch, Finance Manager/Secretary



Brainerd Public Utilities, MN

Board Packet Check Report

By Check Number

Date Range: 04/27/2024 - 05/23/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP2-BREMER BANK						
00140	AEP ENERGY PARTNERS, INC.	05/17/2024	EFT	0.00	1,428,957.77	190
175-21493140	Invoice	05/15/2024	Invoice Period: 04/01/2024 - 04/30/2024	0.00	1,428,957.77	
10095	AEP ONSITE PARTNERS, LLC	05/17/2024	EFT	0.00	94,053.28	191
419-21493245	Invoice	05/15/2024	Invoice Period: 04/01/2024-04/30/2024	0.00	94,053.28	
08895	STUART C. IRBY CO	05/16/2024	Regular	0.00	-6,161.80	81964
00877	BRAINERD LICENSE OFFICE	04/29/2024	Regular	0.00	47.00	81973
07098049 - Licen	Invoice	04/29/2024	License Fees for 2024 Big Tex Trailer - FA #	0.00	47.00	
00250	AMARIL UNIFORM COMPANY	04/29/2024	Regular	0.00	1,148.76	81974
IV259640	Invoice	04/29/2024	HI VIS - DALLAS	0.00	1,148.76	
00340	Vestis Group, Inc.	04/29/2024	Regular	0.00	67.62	81975
2530261139-Reis	Invoice	04/29/2024	WORK UNIFORMS	0.00	33.81	
2530263683-Reis	Invoice	04/29/2024	WORK UNIFORMS	0.00	33.81	
00735	BEST OIL COMPANY	05/03/2024	Regular	0.00	2,296.72	81976
6419	Invoice	05/03/2024	GAS	0.00	1,249.72	
6420	Invoice	05/03/2024	DIESEL	0.00	1,047.00	
00780	BLAEDC	05/03/2024	Regular	0.00	20.00	81977
2024 ANNUAL M	Invoice	05/03/2024	2024 BLAEDC ANNUAL MTG REGISTRATI	0.00	20.00	
00820	BOLTON & MENK, INC.	05/03/2024	Regular	0.00	11,168.00	81978
0335172	Invoice	05/03/2024	WHPP PART 2: 03/16/24-04/12/24	0.00	2,291.00	
0335173	Invoice	05/03/2024	RECLAMATION PROJ / WTP OPERATIONS	0.00	8,877.00	
00825	BORDER STATES ELECTRIC	05/03/2024	Regular	0.00	7,290.01	81979
928238655	Invoice	05/03/2024	INV ES0240 3000 SPECIAL PROJECT	0.00	167.63	
928254878	Invoice	05/03/2024	PUR PPE	0.00	2,555.79	
928254892	Invoice	05/03/2024	PUR T-OPP II TOOLS	0.00	398.94	
928254899	Invoice	05/03/2024	INV MISC UG ELEC	0.00	2,054.88	
928254908	Invoice	05/03/2024	INVEO1981 LUG 4 HOLE AL SPADE 1/0-75	0.00	732.60	
92829055	Invoice	05/03/2024	INV MISC ELEC HARDWARE	0.00	1,380.17	
02716	CROW WING COUNTY	05/03/2024	Regular	0.00	194.00	81980
23-8315	Invoice	05/03/2024	CUP/PLAT FEE/RESOLUTIONS-SOLAR PROJ	0.00	194.00	
02716	CROW WING COUNTY	05/03/2024	Regular	0.00	13,203.74	81981
40080712-2024	Invoice	05/03/2024	Property ID: 40080712	0.00	494.94	
41040856-2024	Invoice	05/03/2024	Property ID: 41040856	0.00	25.00	
41060523-2024	Invoice	05/03/2024	Property ID: 41060523	0.00	25.00	
41230527-2024	Invoice	05/03/2024	Property ID: 41230527	0.00	25.00	
41350655-2024	Invoice	05/03/2024	Property ID: 41350655	0.00	25.00	
41360560-2024	Invoice	05/03/2024	Property ID: 41360560	0.00	25.00	
81090501-2024	Invoice	05/03/2024	SOLAR ENERGY PRODUCTION TAX STATE	0.00	12,583.80	
02870	DIVERSIFIED POWER SERVICES, INC	05/03/2024	Regular	0.00	286,824.20	81982
191106-691	Invoice	05/03/2024	PUR CONTROL HOUSE FOR MV SWITCH G	0.00	286,824.20	
04275	HOLDEN ELECTRIC CO., INC.	05/03/2024	Regular	0.00	7,119.75	81983
75743	Invoice	05/03/2024	PUR RE-PIPE WORK AND ELEC UPGRADES	0.00	7,119.75	
05168	KURITA AMERICA INC.	05/03/2024	Regular	0.00	15,892.60	81984
INV786336	Invoice	05/03/2024	KURIFLOC 3874	0.00	15,892.60	

Board Packet Check Report

Date Range: 04/27/2024 - 05/23/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
07335	OFFICE SHOP	05/03/2024	Regular	0.00	1,414.58	81985
1140458-0	Invoice	05/03/2024	OFFICE SUPPLIES	0.00	231.25	
1140820-0	Invoice	05/03/2024	OFFICE SUPPLIES	0.00	2.66	
331381-0	Invoice	05/03/2024	COPIER/PRINTER MAINTAINANCE: Sys. 17	0.00	1,180.67	
07920	QUALITY FLOW SYSTEMS, INC.	05/03/2024	Regular	0.00	10,740.00	81986
46780	Invoice	05/03/2024	PUR 10TH & O ST LS REPLACEMENT PUM	0.00	10,740.00	
09214	THEIN WELL CO. INC.	05/03/2024	Regular	0.00	48,648.43	81987
8922	Invoice	05/03/2024	PUR WELL 8 MAINTENANCE	0.00	35,275.00	
8923	Invoice	05/03/2024	PUR WELL 8 REPLACEMENT PARTS	0.00	13,373.43	
00105	ACE HARDWARE-BRAINERD	05/07/2024	Regular	0.00	71.03	81988
323080	Invoice	05/07/2024	GREASE GUN / BRASS CONNECTORS	0.00	55.67	
323150	Invoice	05/07/2024	ANCHOR	0.00	5.76	
323635	Invoice	05/07/2024	GRINDING WHEEL	0.00	9.60	
00497	AUTO VALUE	05/07/2024	Regular	0.00	47.01	81989
17356845	Invoice	05/07/2024	Classical Section	0.00	47.01	
04050	HAWKINS INC.	05/07/2024	Regular	0.00	6,679.73	81991
6742753	Invoice	05/07/2024	CHLORINE-CYLINDER / LPC-31	0.00	6,679.73	
05335	LAKES AREA MAT SERVICE II, INC	05/07/2024	Regular	0.00	153.63	81992
20240401	Invoice	05/07/2024	MAT/TOWEL SERVICE	0.00	50.81	
20240415	Invoice	05/07/2024	MAT/TOWEL SERVICE	0.00	52.85	
220240429	Invoice	05/07/2024	MAT/TOWEL SERVICE	0.00	49.97	
00825	BORDER STATES ELECTRIC	05/14/2024	Regular	0.00	1,671.87	82003
928296305	Invoice	05/14/2024	INV COOPER UNDERGROUND PARTS	0.00	329.67	
928296327	Invoice	05/14/2024	PUR PPE	0.00	1,342.20	
03282	FERGUSON WATERWORKS #2518	05/14/2024	Regular	0.00	18,308.44	82004
0526306	Invoice	05/14/2024	PUR 16' MUD VALVE W/25' ROD & PEDES	0.00	18,308.44	
03580	FS3, INC.	05/14/2024	Regular	0.00	17,043.75	82005
88229	Invoice	05/14/2024	INV EU1370 2" CONDUIT	0.00	17,043.75	
03765	GRAYBAR ELECTRIC CO, INC.	05/14/2024	Regular	0.00	987.69	82006
9336857515	Invoice	05/14/2024	2" Coupler	0.00	321.99	
9336927320	Credit Memo	05/14/2024	Credit Memo for Orig Inv: 9336857515	0.00	-300.43	
9337048156	Invoice	05/14/2024	INV EU MISC ELEC	0.00	966.13	
09540	HD SUPPLY, INC.	05/14/2024	Regular	0.00	2.99	82007
INV00330204	Invoice	05/14/2024	Channel Nut	0.00	2.99	
04613	JACO ANALYTICAL, INC.	05/14/2024	Regular	0.00	477.80	82008
S-20240301-076	Invoice	05/14/2024	PUR JACO SUBSTATION TEST KITS	0.00	477.80	
04963	KAESER COMPRESSORS, INC.	05/14/2024	Regular	0.00	26,036.92	82009
916674764	Invoice	05/14/2024	PUR KAESER WW ROTARY SCREW COMPR	0.00	26,036.92	
06556	MPOWER TECHNOLOGIES, INC.	05/14/2024	Regular	0.00	10,950.00	82010
5598	Invoice	05/14/2024	IVR Software interface with OMS/Twillio s	0.00	10,950.00	
06790	NAPA AUTO PARTS BAXTER	05/14/2024	Regular	0.00	195.73	82011
698216	Invoice	05/14/2024	Switch - Rocker	0.00	25.40	
698367	Invoice	05/14/2024	Crankcase Filter	0.00	98.06	
699171	Invoice	05/14/2024	Oil Filter/Oil	0.00	59.98	
701268	Invoice	05/14/2024	Coolant Cap	0.00	12.29	
10182	PFC EQUIPMENT INC	05/14/2024	Regular	0.00	242,184.00	82012
421723	Invoice	05/14/2024	PUR CAST IRON ELBOW WITH LINER	0.00	242,184.00	
08058	RESCO	05/14/2024	Regular	0.00	678.64	82013

Board Packet Check Report

Date Range: 04/27/2024 - 05/23/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
3031566	Invoice	05/14/2024	INV BAY-O-NET FUSES	0.00	678.64	
00340	Vestis Group, Inc.	05/14/2024	Regular	0.00	67.62	82014
2530266236	Invoice	05/14/2024	WORK UNIFORMS	0.00	33.81	
2530268779	Invoice	05/14/2024	WORK UNIFORMS	0.00	33.81	
09899	WESCO RECEIVABLES CORP	05/14/2024	Regular	0.00	49,503.00	82015
383565	Invoice	05/14/2024	INV ES0170	0.00	3,519.00	
384615	Invoice	05/14/2024	INV NEW COMMERCIAL POLES	0.00	35,400.00	
385634	Invoice	05/14/2024	INV SMALL INTERFACE PARTS	0.00	10,584.00	
08895	STUART C. IRBY CO	05/16/2024	Regular	0.00	6,161.80	82036
5013443826.001	Invoice	04/26/2024	INV ELEC UNDERGROUND -CABINET 3 POI	0.00	5,886.80	
5013891926.005	Invoice	04/26/2024	PUR METER SERVICING EQUIPMENT	0.00	275.00	
00060	AAA EQUIPMENT CENTER	05/22/2024	Regular	0.00	739.62	82037
111747	Invoice	05/22/2024	BLADE / FILTERS / FLUID	0.00	680.63	
111748	Invoice	05/22/2024	OIL	0.00	58.99	
00133	AGC NETWORKS, LLC	05/22/2024	Regular	0.00	242.72	82038
9500118700	Invoice	05/22/2024	Support - Call Volume	0.00	242.72	
10188	ALPENGLOW TECHNOLOGIES, LLC	05/22/2024	Regular	0.00	400.00	82039
10511	Invoice	05/22/2024	Monthly IT Billing: 05/2024	0.00	400.00	
00735	BEST OIL COMPANY	05/22/2024	Regular	0.00	6,628.13	82040
6506	Invoice	05/22/2024	GAS	0.00	628.00	
6507	Invoice	05/22/2024	DIESEL	0.00	750.35	
6529	Invoice	05/22/2024	DIESEL	0.00	733.74	
6583	Invoice	05/22/2024	GAS	0.00	942.00	
6584	Invoice	05/22/2024	DIESEL	0.00	488.60	
6676	Invoice	05/22/2024	GAS	0.00	643.70	
6677	Invoice	05/22/2024	DIESEL	0.00	1,238.95	
6679	Invoice	05/22/2024	DIESEL	0.00	1,202.79	
00778	BLA Clean, LLC.	05/22/2024	Regular	0.00	2,476.00	82041
330	Invoice	05/22/2024	CLEANING SERVICE: 04/2024	0.00	2,476.00	
01805	CENTERPOINT ENERGY	05/22/2024	Regular	0.00	1,665.77	82042
8000014432-1-04	Invoice	05/22/2024	MONTHLY GAS BILL - WTR PROD/WTR DIS	0.00	1,665.77	
01837	CENTURYLINK	05/22/2024	Regular	0.00	480.12	82043
218z01-0080497-	Invoice	05/22/2024	MONTHLY PHONE BILL: 05/2024	0.00	480.12	
01890	CHARTER COMMUNICATIONS	05/22/2024	Regular	0.00	2,144.72	82044
17559020105012	Invoice	05/22/2024	TV SERVICE: 05/2024	0.00	43.16	
23748760104212	Invoice	05/22/2024	237487601: FIBER INTERNET	0.00	852.56	
23748760105012	Invoice	05/22/2024	Account # 237487601: FIBER INTERNET-5	0.00	1,249.00	
02002	CITY OF BAXTER	05/22/2024	Regular	0.00	1,091.39	82045
007335-000-05/1	Invoice	05/22/2024	STORMWATER - ACCT# 007335-000: 04/2	0.00	1,091.39	
02025	CITY OF BRAINERD	05/22/2024	Regular	0.00	182,356.11	82046
04/2024-MILL RA	Invoice	05/22/2024	MONTHLY TRANSFER: 04/2024	0.00	60,637.58	
04/30/2024-SAN/	Invoice	05/22/2024	SANITARY & STORM SEWER BILLING/COLL	0.00	120,208.53	
24-0004477	Invoice	05/22/2024	MARCH 2024 - RETAINER/SPEC.SVCS / ATT	0.00	1,510.00	
10301	Danny Loch	05/22/2024	Regular	0.00	8.00	82047
04/23/24-REIMB	Invoice	05/22/2024	REIMBURSE: Parking for LMC Conference	0.00	8.00	
02852	Digital Ink Design & Graphics	05/22/2024	Regular	0.00	4,844.13	82048
35293	Invoice	05/22/2024	Signage - WWT	0.00	4,844.13	
03118	ESSENTIA HEALTH	05/22/2024	Regular	0.00	474.00	82049

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
890000327-04/3	Invoice	05/22/2024	Guarantor: 890000327 - DOT Physicals/Oc	0.00	474.00	
03321	FIRST IMPRESSION PRINTING	05/22/2024	05/22/2024 Regular	0.00	1,779.16	82050
90874	Invoice	05/22/2024	PRINTING/PUBLISHING FORMS: Water Re	0.00	1,779.16	
03495	FLAHERTY & HOOD, P.A.	05/22/2024	05/22/2024 Regular	0.00	35,000.00	82052
21217	Invoice	05/22/2024	2024-2025 Hydro Infrastructure-Legislativ	0.00	35,000.00	
03557	FRONTIER ENERGY, INC.	05/22/2024	05/22/2024 Regular	0.00	28,768.80	82053
194578	Invoice	05/22/2024	CIP SERVICES : 04/01/24-04/30/24	0.00	28,768.80	
03695	GOPHER STATE ONE-CALL	05/22/2024	05/22/2024 Regular	0.00	255.15	82054
4040110	Invoice	05/22/2024	GSOC TICKETS: 04/2024	0.00	255.15	
05628	GoTo Technologies USA, Inc.	05/22/2024	05/22/2024 Regular	0.00	1,790.71	82055
IN95AA1102751	Invoice	05/22/2024	Central Base Annual- Coverage: 04/23-24-	0.00	1,790.71	
03699	GRAINGER	05/22/2024	05/22/2024 Regular	0.00	244.14	82056
9096484689	Invoice	05/22/2024	ADAPTER/GLOVES	0.00	50.98	
9098695498	Invoice	05/22/2024	LIMITER FUSE	0.00	86.36	
9103337979	Invoice	05/22/2024	LIGHT BULBS	0.00	106.80	
04613	JACO ANALYTICAL, INC.	05/22/2024	05/22/2024 Regular	0.00	19.65	82057
E4DV06	Invoice	05/22/2024	OIL SAMPLES	0.00	19.65	
05415	LANDIS-GYR TECHNOLOGY, INC/FKA CELLNET	05/22/2024	05/22/2024 Regular	0.00	1,464.80	82058
90393279	Invoice	05/22/2024	MONTHLY ENDPOINT FEE: 05/2024	0.00	1,464.80	
06266	MINNESOTA VALLEY	05/22/2024	05/22/2024 Regular	0.00	1,288.00	82059
1249002	Invoice	05/22/2024	TESTING	0.00	88.00	
1249505	Invoice	05/22/2024	TESTING	0.00	1,200.00	
06200	MPCA	05/22/2024	05/22/2024 Regular	0.00	912.69	82060
10000190300	Invoice	05/22/2024	Hazardous Waste Fees: 13695	0.00	912.69	
06201	MPCA	05/22/2024	05/22/2024 Regular	0.00	640.00	82061
07/09-07/11-J.Ga	Invoice	05/22/2024	Jason Gage: 2024 WWT Basic/St. Cloud +	0.00	640.00	
07143	NORTHLAND FIRE PROTECTION	05/22/2024	05/22/2024 Regular	0.00	199.35	82062
58074	Invoice	05/22/2024	FIRE EXTINGUISHERs - SERVICE CENTER	0.00	199.35	
07339	ONLINE INFORMATION SERVICES, INC.	05/22/2024	05/22/2024 Regular	0.00	233.84	82063
1253492	Invoice	05/22/2024	ONLINE UTILITY EXCHANGE REPORT: 04/2	0.00	233.84	
07642	PITNEY BOWES BANK INC. PURCHASE POWER	05/22/2024	05/22/2024 Regular	0.00	75.00	82064
05/13/24-STATE	Invoice	05/22/2024	8000-9090-1100-6348-QUARTERLY SUBSC	0.00	75.00	
07665	PITNEY BOWES GLOBAL FINANCIAL SERV. LLC	05/22/2024	05/22/2024 Regular	0.00	1,557.06	82065
3106654339	Invoice	05/22/2024	CONTRACT: 0040216585 -POSTAGE MACH	0.00	1,557.06	
07641	PITNEY BOWES INC.	05/22/2024	05/22/2024 Regular	0.00	2,918.40	82066
1025326849	Invoice	05/22/2024	SOFTWARE SERVICE AGREEMENT-SMA TI	0.00	2,918.40	
02853	ROBERT J. DILUZIO	05/22/2024	05/22/2024 Regular	0.00	37.63	82067
05/07/2024-REI	Invoice	05/22/2024	REIMBURSE FOR KEYBOARD - HYDRO	0.00	37.63	
08805	STAR ENERGY SERVICES, LLC	05/22/2024	05/22/2024 Regular	0.00	5,651.78	82068
22620	Invoice	05/22/2024	NOVA POWER PORTAL SUPPORT	0.00	166.00	
22621	Invoice	05/22/2024	Brainerd Pole Inspection 2024	0.00	5,485.78	
00340	Vestis Group, Inc.	05/22/2024	05/22/2024 Regular	0.00	33.81	82069
2530273927	Invoice	05/22/2024	WORK UNIFORMS	0.00	33.81	
09663	VIKING ELECTRIC SUPPLY, INC	05/22/2024	05/22/2024 Regular	0.00	18.32	82070
S008022950.001	Invoice	05/22/2024	WASHERS/PLUGS	0.00	18.32	
09728	WASTE PARTNERS	05/22/2024	05/22/2024 Regular	0.00	1,535.19	82071

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
44X00110	Invoice	05/22/2024	TRASH/RECYCLING SERVICE: ACCT#24205	0.00	1,535.19	
09925	WEX HEALTH, INC	05/22/2024	05/22/2024 Regular	0.00	25.50	82072
0001953322-IN	Invoice	05/22/2024	MONTHLY COBRA BILLING: 04/2024	0.00	25.50	
09948	WIDSETH SMITH NOLTING & ASSOC., INC	05/22/2024	05/22/2024 Regular	0.00	4,297.38	82073
230528	Invoice	05/22/2024	Forcemain River Xing: Services through 04	0.00	4,297.38	
00825	BORDER STATES ELECTRIC	05/22/2024	05/22/2024 Regular	0.00	22,927.53	82074
928336231	Invoice	05/22/2024	INV COOPER UNDERGROUND PARTS	0.00	402.93	
928343816	Invoice	05/22/2024	INV ES0300 ES0220 RESID BLK POLE AND	0.00	22,515.90	
928392059	Invoice	05/22/2024	INV MISC UG ELEC	0.00	8.70	
10175	CBT SOLUTIONS ON DEMAND	05/22/2024	05/22/2024 Regular	0.00	6,968.19	82075
8539756	Invoice	05/22/2024	PUR FALK 1170T GRID	0.00	6,968.19	
02790	DAKOTA SUPPLY GROUP	05/22/2024	05/22/2024 Regular	0.00	520.95	82076
S103722148.001	Invoice	05/22/2024	INV WI0330	0.00	520.95	
03282	FERGUSON WATERWORKS #2518	05/22/2024	05/22/2024 Regular	0.00	975.95	82077
0528489	Invoice	05/22/2024	PUR 14" REPAIR SLEEVE WITH 1" TAP	0.00	734.44	
0529288	Invoice	05/22/2024	INV WC0545	0.00	241.51	
03765	GRAYBAR ELECTRIC CO, INC.	05/22/2024	05/22/2024 Regular	0.00	3,632.28	82078
9337149837	Invoice	05/22/2024	PUR PPE GLOVES	0.00	1,593.27	
9337248293	Invoice	05/22/2024	Web-strap ratchet hoist	0.00	2,039.01	
04613	JACO ANALYTICAL, INC.	05/22/2024	05/22/2024 Regular	0.00	1,246.05	82079
39E90294	Invoice	05/22/2024	PUR SUBSTATION TESTING	0.00	1,246.05	
05625	LOCATORS & SUPPLIES, INC.	05/22/2024	05/22/2024 Regular	0.00	1,426.94	82080
0313849-IN	Invoice	05/22/2024	PUR PPE / LOCATE SUPPLIES	0.00	768.10	
0314089-IN	Invoice	05/22/2024	PUR LOCATE FLAGS	0.00	658.84	
06257	MINNESOTA T'S	05/22/2024	05/22/2024 Regular	0.00	486.50	82081
E557392	Invoice	05/22/2024	PUR HI VIZ CLOTHING	0.00	486.50	
08058	RESCO	05/22/2024	05/22/2024 Regular	0.00	13,980.00	82083
3033217	Invoice	05/22/2024	INV 1P PAD XFRMRS	0.00	13,980.00	
08895	STUART C. IRBY CO	05/22/2024	05/22/2024 Regular	0.00	1,867.25	82084
S013908733.001	Invoice	05/22/2024	INV AMPACT	0.00	1,477.25	
S013909815.002	Invoice	05/22/2024	INV MISC ELEC	0.00	390.00	
09199	TECH SALES CO.	05/22/2024	05/22/2024 Regular	0.00	10,695.00	82085
328011	Invoice	05/22/2024	PUR ISCO SAMPLER PARTS	0.00	10,695.00	
09651	VESSCO, INC.	05/22/2024	05/22/2024 Regular	0.00	694.52	82086
093667	Invoice	05/22/2024	VESSCO DEZURIK WWTP REPLACEMENT P	0.00	694.52	
09899	WESCO RECEIVABLES CORP	05/22/2024	05/22/2024 Regular	0.00	14,827.00	82087
394204	Invoice	05/22/2024	PUR U-GUARD FASTENERS	0.00	190.00	
395146	Invoice	05/22/2024	INV ET POLE MOUNT	0.00	14,352.00	
396185	Invoice	05/22/2024	PUR U-GUARD FASTENERS	0.00	285.00	
00075	A W RESEARCH	05/23/2024	05/23/2024 Regular	0.00	4,131.68	82088
62303	Invoice	05/23/2024	WTR TESTING	0.00	696.00	
62313	Invoice	05/23/2024	WWT TESTING	0.00	3,435.68	
00090	ABM EQUIPMENT & SUPPLY, LLC	05/23/2024	05/23/2024 Regular	0.00	74.97	82089
0178292-IN	Invoice	05/23/2024	COVER / DATA PLATE	0.00	74.97	
00105	ACE HARDWARE-BRAINERD	05/23/2024	05/23/2024 Regular	0.00	110.01	82090
323987	Invoice	05/23/2024	HARDWARE	0.00	5.27	
323988	Invoice	05/23/2024	PIPE CUTTER / TUBE CUTTER	0.00	37.49	
324083	Invoice	05/23/2024	PUTTY / CAULK / MOLDING TAPE	0.00	38.43	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
324201	Invoice	05/23/2024	HEX BITS	0.00	28.82	
00315	AMERICAN STEEL INC	05/23/2024	Regular	0.00	1,254.91	82091
119980	Invoice	05/23/2024	Steel	0.00	1,175.63	
120675	Invoice	05/23/2024	Sheet	0.00	20.90	
120713	Invoice	05/23/2024	Steel - Hydro	0.00	58.38	
00337	AMERICAN WELDING & GAS INC	05/23/2024	Regular	0.00	82.70	82092
0010088697	Invoice	05/23/2024	CYLINDER RENTAL INVOICE	0.00	82.70	
02645	CRESCENT ELECTRIC SUPPLY	05/23/2024	Regular	0.00	84.97	82093
5512346344.001	Invoice	05/23/2024	STEEL FISH TAPE	0.00	84.97	
02860	Dixon Mechanical Electric, LLC	05/23/2024	Regular	0.00	421.67	82094
8339	Invoice	05/23/2024	A/C DELCO-BATTERY ASSY GROUP 31 TOP	0.00	421.67	
03687	GOODIN COMPANY	05/23/2024	Regular	0.00	82.17	82095
6659965-00	Invoice	05/23/2024	BREAKER	0.00	91.61	
6660158-00	Invoice	05/23/2024	BREAKER	0.00	82.17	
6660346-00	Credit Memo	05/23/2024	CREDIT/RETURN: BREAKER	0.00	-91.61	
03699	GRAINGER	05/23/2024	Regular	0.00	228.01	82096
9115978216	Invoice	05/23/2024	PLEATED AIR FILTERS	0.00	89.16	
9119654375	Invoice	05/23/2024	BEAM FLANGE CLAMP STEEL	0.00	138.85	
04050	HAWKINS INC.	05/23/2024	Regular	0.00	3,653.71	82097
6748048	Invoice	05/23/2024	SODIUM HYDROXIDE	0.00	3,613.71	
6757220	Invoice	05/23/2024	CHLORINE CYLINDERS	0.00	40.00	
05168	KURITA AMERICA INC.	05/23/2024	Regular	0.00	15,892.60	82098
INV821491	Invoice	05/23/2024	KURIFLOC	0.00	15,892.60	
05976	MIDWEST MACHINERY CO.	05/23/2024	Regular	0.00	79.54	82099
10042717	Invoice	05/23/2024	ZAMA PRIMER/AUTO CUT - WEED WHIPS	0.00	79.54	
05977	MIDWEST OVERHEAD CRANE CORP.	05/23/2024	Regular	0.00	1,685.31	82100
150805	Invoice	05/23/2024	ANNUAL INSPECTION	0.00	1,685.31	
06266	MINNESOTA VALLEY	05/23/2024	Regular	0.00	858.00	82101
1252158	Invoice	05/23/2024	TESTING	0.00	88.00	
1252404	Invoice	05/23/2024	TESTING	0.00	486.00	
1252406	Invoice	05/23/2024	TESTING	0.00	221.00	
1252731	Invoice	05/23/2024	TESTING	0.00	63.00	
06790	NAPA AUTO PARTS BAXTER	05/23/2024	Regular	0.00	266.49	82102
702396	Invoice	05/23/2024	DISC BRAKE PAD	0.00	149.03	
703006	Invoice	05/23/2024	BEARINGS / BRAKE PARTS CLEANER	0.00	105.02	
704273	Invoice	05/23/2024	LIGHT BULBS	0.00	12.44	
07615	PIKE PLUMBING & HEATING OF BRD, INC	05/23/2024	Regular	0.00	1,451.00	82103
87042	Invoice	05/23/2024	ELECTRIC WATER HEATER/INSTALLATION	0.00	1,451.00	
09250	THOMPSON EXCAVATING, LLC	05/23/2024	Regular	0.00	2,391.86	82104
8244	Invoice	05/23/2024	CLASS 5 / BLACK DIRT	0.00	2,391.86	
00340	Vestis Group, Inc.	05/23/2024	Regular	0.00	33.81	82105
2530271650	Invoice	05/23/2024	WORK UNIFORMS	0.00	33.81	
09663	VIKING ELECTRIC SUPPLY, INC	05/23/2024	Regular	0.00	781.41	82106
S008031295.001	Invoice	05/23/2024	DALB 3-CG COVER/GASKET	0.00	24.72	
S008035921.001	Invoice	05/23/2024	FLEX POWER CORD	0.00	276.86	
S008042257.001	Invoice	05/23/2024	HEAT SHRINKABLE SLEEVES	0.00	140.95	
S008050314.001	Invoice	05/23/2024	PVC CONDUIT / PVC CEMENT	0.00	86.33	
S008050314.002	Invoice	05/23/2024	DALB-5-CG COVER/GASKET / BLACK GOLD	0.00	47.41	
S008050314.003	Invoice	05/23/2024	SDS DRILL BIT	0.00	16.15	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
S008050314.004	Invoice	05/23/2024	RIGID COMPRESSION CONNECTOR	0.00	43.46	
S008050330.001	Invoice	05/23/2024	STRETCH SPLICE	0.00	54.91	
S008057721.001	Invoice	05/23/2024	INSULATED TERMINALS	0.00	90.62	
01191	BREMER BANK - CC	04/30/2024	Bank Draft	0.00	11,750.81	DFT0001097
03/25/24-CC STA	Invoice	04/30/2024	CC STATEMENT: 03/25/2024	0.00	11,750.81	
00472	AT&T MOBILITY	05/22/2024	Bank Draft	0.00	2,359.51	DFT0001099
287302792515X0	Invoice	05/22/2024	AT & T MONTHLY BILL: 03/26-04/25	0.00	2,359.51	
00472	AT&T MOBILITY	05/22/2024	Bank Draft	0.00	628.90	DFT0001100
287260682523X0	Invoice	05/22/2024	AT & T MONTHLY BILL: 05/05-06/04	0.00	628.90	
01191	BREMER BANK - CC	05/22/2024	Bank Draft	0.00	9,564.84	DFT0001101
04/25/2024-CC St	Invoice	05/22/2024	CC Statement: 04/25/2024	0.00	9,564.84	
01655	CANON FINANCIAL SERVICES, INC	05/22/2024	Bank Draft	0.00	598.10	DFT0001102
32599680	Invoice	05/22/2024	Canon Invoice - Contract Charge	0.00	598.10	
02455	CTC	05/22/2024	Bank Draft	0.00	2,137.05	DFT0001104
21377798	Invoice	05/22/2024	MONTHLY BILL: 05/12-06/11	0.00	2,137.05	
02717	CULLIGAN	05/22/2024	Bank Draft	0.00	99.72	DFT0001105
150-01059575-2-	Invoice	05/22/2024	150-01059575-2 Service Center	0.00	99.72	
02717	CULLIGAN	05/22/2024	Bank Draft	0.00	59.00	DFT0001106
150-10024107-7-	Invoice	05/22/2024	150-10024107-7 Hydro	0.00	59.00	
07640	PITNEY BOWES, INC.	05/22/2024	Bank Draft	0.00	3,500.00	DFT0001110
05/13/2024-POST	Invoice	05/22/2024	POSTAGE REFILL	0.00	3,500.00	
09961	XCEL ENERGY	05/22/2024	Bank Draft	0.00	1,719.39	DFT0001112
876437691	Invoice	05/22/2024	Xcel Energy - Service Center/WWT	0.00	1,719.39	
06171	MN DEPT OF REVENUE	05/23/2024	Bank Draft	0.00	151,953.00	DFT0001113
04/2024-SALES T	Invoice	05/23/2024	SALES TAX DRAFT: 04/2024	0.00	151,953.00	
09561	United Parcel Service, Inc	05/23/2024	Bank Draft	0.00	42.44	DFT0001114
0000E4015K194	Invoice	05/23/2024	UPS - SHIPPING	0.00	42.44	

Bank Code AP2 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	179	101	0.00	1,193,407.11
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-6,161.80
Bank Drafts	12	12	0.00	184,412.76
EFT's	2	2	0.00	1,523,011.05
	193	116	0.00	2,894,669.12

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	179	101	0.00	1,193,407.11
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-6,161.80
Bank Drafts	12	12	0.00	184,412.76
EFT's	2	2	0.00	1,523,011.05
	193	116	0.00	2,894,669.12

Fund Summary

Fund	Name	Period	Amount
9	POOLED CASH CONTROL	4/2024	13,014.19
9	POOLED CASH CONTROL	5/2024	2,881,654.93
			2,894,669.12

PARTIAL PAYMENT APPLICATION
NUMBER 5

Name of Contractor:		Minger Construction Companies, Inc. 620 Corporate Drive Jordan, MN 55352		
Name of Owner:		Brainerd Public Utilities 8027 Highland Scenic Drive Baxter, MN 56425		
Date of Completion:		Amount of Contract:	Dates of Estimate:	
Original: See Agreement		Original: \$1,727,164.08	From: 3/11/24	
Revised:		Revised: \$1,782,945.48	To: 5/17/24	

Description of Project:
DIRECTIONAL DRILLING FORCEMAIN RIVER CROSSING

SPEC NO.	ITEM DESCRIPTION	CONTRACT ITEMS				THIS PERIOD		TOTAL TO DATE	
		QTY.	UNIT	UNIT PRICE	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT
Plan	MOBILIZATION	1	LS	\$135,000.00	\$135,000.00	0.05	\$6,750.00	0.95	\$128,250.00
31 1100	CLEARING	0.9	AC	\$5,500.00	\$4,950.00			0.9	\$4,950.00
31 1100	GRUBBING	0.9	AC	\$2,750.00	\$2,475.00			0.9	\$2,475.00
02 4100	ABANDON EX MH 2-6	1	LS	\$3,472.00	\$3,472.00			1	\$3,472.00
02 4100	ABANDON EX MH 2-7	1	LS	\$3,472.00	\$3,472.00			1	\$3,472.00
02 4100	ABANDON EX VAULT MH-1	1	LS	\$15,000.00	\$15,000.00			1	\$15,000.00
02 4100	ABANDON EX VAULT MH-2	1	LS	\$24,250.00	\$24,250.00			1	\$24,250.00
02 4100	FLUSH EACH OF THE EXISTING 20" DIP FORCEMAIN	1	LS	\$14,500.00	\$14,500.00			1	\$14,500.00
31 2200	EXCAVATION- COMMON	825	CY	\$20.00	\$16,500.00	75	\$1,500.00	825	\$16,500.00
31 2200	COMMON TOPSOIL BORROW	150	CY	\$75.00	\$11,250.00	150	\$11,250.00	150	\$11,250.00
32 1216	BITUMINOUS PAVEMENT RESTORATION	1	LS	\$24,480.00	\$24,480.00				
32 1500	AGGREGATE SURFACED ROADWAY RESTORATION	1	LS	\$3,460.00	\$3,460.00			0.1	\$346.00
33 3913	AIR RELEASE MANHOLE	1	EA	\$94,770.00	\$94,770.00			0.9	\$85,293.00
01 5526	TRAFFIC CONTROL	1	LS	\$4,000.00	\$4,000.00			0.9	\$3,600.00
01 5713	STABILIZED CONSTRUCTION EXIT	4	EA	\$1,215.00	\$4,860.00			2	\$2,430.00
01 5713	SILT FENCE, TYPE MS	1500	LF	\$4.45	\$6,675.00			1529	\$6,804.05
33 3123	CONNECT TO HDD PIPE	2	EA	\$18,200.00	\$36,400.00			2	\$36,400.00
33 3123	20" FORCEMAIN AND FITTINGS - EAST SIDE	1	LS	\$128,500.00	\$128,500.00			1	\$128,500.00
33 3111	30" GRAVITY PIPE AND MANHOLES - WEST SIDE	1	LS	\$261,000.00	\$261,000.00			1	\$261,000.00
33 7079	BYPASS PIPING, WET TAP, LINE STOPS - EAST VAULT	1	LS	\$167,500.00	\$167,500.00			1	\$167,500.00
33 3123	CAP FORCEMAIN IN EAST VAULT	1	LS	\$4,750.00	\$4,750.00			1	\$4,750.00
33 0597.16	TRACER WIRE SYSTEM	1	LS	\$1,500.00	\$1,500.00				
33 0507.13	FORCEMAIN(HORIZONTAL DIRECTIONAL DRILL)	1	LS	\$688,000.00	\$688,000.00			1	\$688,000.00
01 5713	SEDIMENT CONTROL LOG TYPE WOOD FIBER	1330	LF	\$4.45	\$5,918.50				
01 5713	TEMPORARY EROSION CONTROL	1	LS	\$11,000.00	\$11,000.00	0.05	\$550.00	0.95	\$10,450.00
32 9219	HYDRAULIC BONDED FIBER MATRIX(3500 #/AC)	11130	LBS	\$1.85	\$20,590.50	1350	\$2,497.50	1350	\$2,497.50
32 9219	LANDSCAPING- BAXTER	1	LS	\$24,500.00	\$24,500.00	0.8	\$19,600.00	0.8	\$19,600.00
32 9219	SEEDING	3.18	AC	\$556.00	\$1,768.08	0.35	\$194.60	0.35	\$194.60
32 9219	SEED MIX 25-131(220 #/Ac)	22	LBS	\$4.50	\$99.00	11	\$49.50	11	\$49.50
32 9219	SEED MIX 34-371(12.5 #/Ac)	13	LBS	\$90.00	\$1,170.00				
32 9219	SEED MIX 36-311 (33.5 #/Ac)	44	LBS	\$31.00	\$1,364.00	10	\$310.00	10	\$310.00
32 9219	SEED MIX TRAIL (35 #/Ac)	30	LBS	\$133.00	\$3,990.00				
	Helical Piling Installation	1	LS	\$16,885.57	\$16,885.57			1	\$16,885.57
	Raise Existing MH 2-5	1	LS	\$7,658.53	\$7,658.53			1	\$7,658.53
	Bolt Down Casting	1	LS	\$2,376.13	\$2,376.13				
	Contaminated Soils	1	LS	\$9,249.73	\$9,249.73			1	\$9,249.73
	IR Drilling Fluid Return	1	LS	\$12,611.44	\$12,611.44			1	\$12,611.44
	Baxter(West) Side Driveway Access	1	LS	\$7,000.00	\$7,000.00	1	\$7,000.00	1	\$7,000.00
TOTAL:					\$1,782,945.48		\$49,701.60		\$1,695,248.92

Notes:

		THIS PERIOD	TOTAL TO DATE
AMOUNT EARNED		\$49,701.60	\$1,695,248.92
AMOUNT RETAINED (5% OF THE AMOUNT EARNED TO DATE)		\$2,485.08	\$84,762.45
PREVIOUS PAYMENTS			\$1,563,269.95
AMOUNT DUE		\$47,216.52	\$47,216.52

Estimated Percentage Completed: 95.1%

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous payment estimates were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR : MINGER CONSTRUCTION COMPANIES, INC.

BY: Mike Urban
Digitally signed by Mike Urban
DN: C=US, E=MikeU@mingerconst.com, O=Minger Construction Co. Inc., CN=Mike Urban
Date: 2024.05.21 11:02:42-0500

Date: 5/21/24

APPROVED BY BRAINERD PUBLIC UTILITIES:

BY: Todd Wicklund, Public Works Director

Date: _____

APPROVED BY :

BY: _____

Date: _____

ENGINEER'S CERTIFICATION:

The undersigned endorses that to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

ENGINEER: WIDSETH SMITH NOLTING & ASSOCIATES INC.

BY: William Westerberg, P.E.

Date: 5/21/24

RECOMMENDED FOR APPROVAL BY BRAINERD PUBLIC UTILITIES

BY: _____

Date: _____



Public Utilities Commission Agenda Request

MEETING DATE: May 28, 2024

TITLE OF ITEM: Authorization to obtain bids for two hydro generators

ACTION REQUESTED: Approve/Deny Motion

ESTIMATED TIME (MIN):

SUBMITTED BY:

PRESENTER:

SUMMARY OF ISSUE: Commission has authorized the procurement of two generators for the hydro generation projects. Barr has been assisting and building specifications needed to acquire and put in service the two generators. The specifications are assumed to be ready prior to the next Commission meeting and staff are asking for approval to open the bidding based on the specifications that Barr is in the process of creating for the two generators.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Approve authorization for bidding to commence before next Commission meeting based on Barr engineering specifications that are in process.

FINANCIAL IMPACT:



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Brainerd Public Utilities

Audit Presentation

Exit Conference

Year Ended December 31, 2023



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Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

Agenda

- Required Communications
- Audit Results
- Financial Results
- Key Issues/Summary



Required Communications

- Our Responsibility Under Generally Accepted Auditing Standards
 - Primary responsibility is to provide our opinion on the fairness of presentation of the financial statements
 - Reviewed internal accounting controls
 - Risk based audit approach
 - Based on internal controls, determined scopes, and tests of transactions
- Planned Scope and Timing of the Audit
 - Communicated during the audit preliminary work and field work
- Significant Accounting Policies
 - Outlined in Note 1 to the financial statements
 - Unusual transactions – None noted
 - New Standards – GASB 96



Required Communications (Continued)

- Management Judgments and Accounting Estimates – Reasonable/Supported
- Corrected and Uncorrected Misstatements
 - Corrected adjustments – none noted
 - Uncorrected adjustments – none noted
- Disclosures are Adequate, Clear and Complete
- Other Information in Documents Containing Audited Financial Statements
 - Required Supplementary Information – no opinion
 - Supplementary Information – in-relation to opinion – inquiries and evaluate content
- Disagreements with Management
 - There have been no disagreements with management about matters that could be significant to the financial statements



Required Communications (Continued)

- Consultations with Other Accountants
 - There were no consultations with other independent accountants
- Major Issues Discussed With Management Prior to Retention
 - No issues, other than normal planning issues, were discussed prior to our retention as auditors
- Difficulties Encountered in Performing the Audit
 - Management was most cooperative and helpful
 - Personnel and records were available



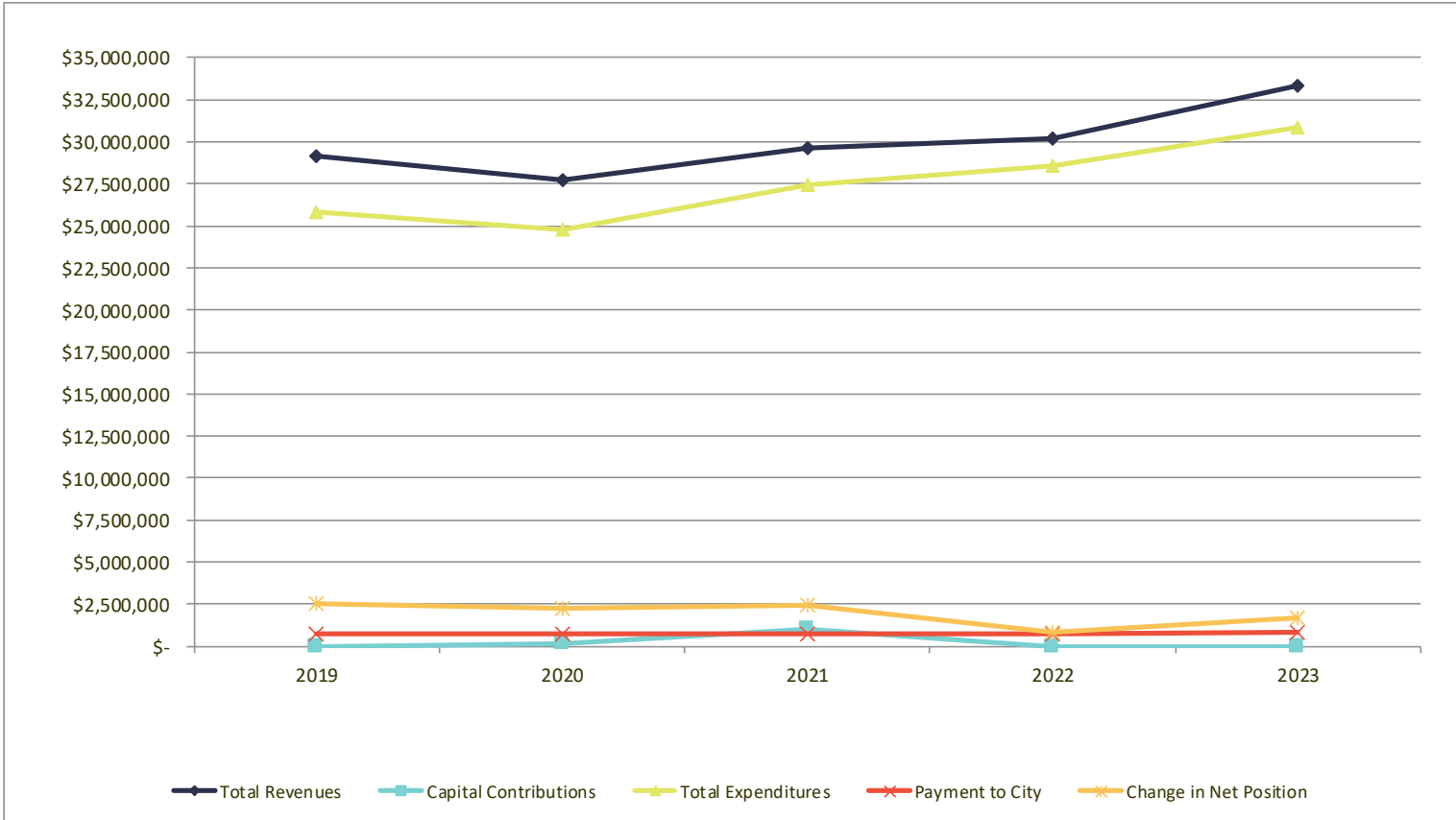
Audit Results

- Unmodified Opinion
 - On the basic financial statement
- Compliance and Internal Control Over Financial Reporting
 - None noted
- Minnesota Legal Compliance
 - Seven areas – none noted



Financial Results

Utility Operations



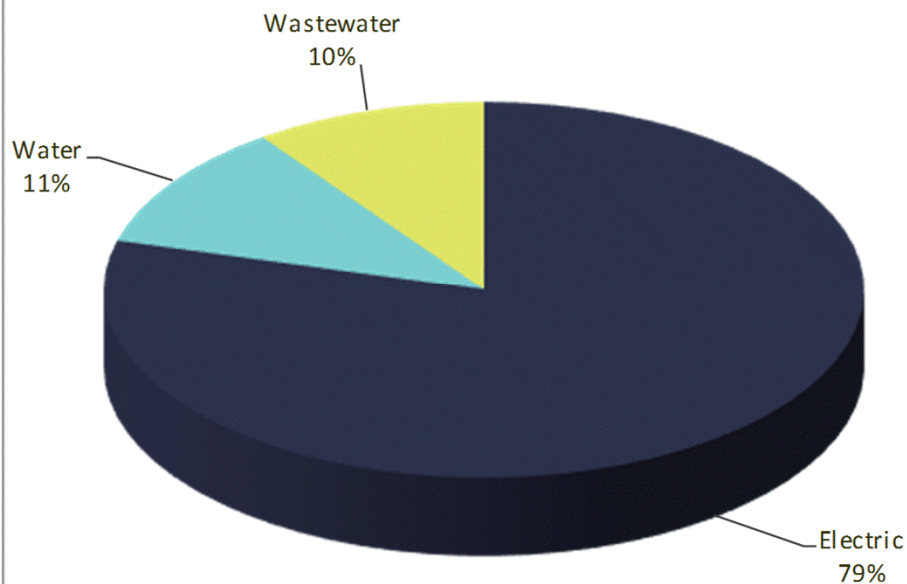
	2019	2020	2021	2022	2023
Total Revenues	\$ 29,142,978	\$ 27,688,628	\$ 29,645,471	\$ 30,144,928	\$ 33,328,667
Capital Contributions	-	111,951	976,000	-	-
Total Expenditures	25,839,753	24,784,883	27,407,872	28,572,519	30,878,847
Payment to City	757,394	734,569	761,150	756,373	783,245
Change in Net Position	2,545,831	2,281,127	2,452,449	816,036	1,666,575



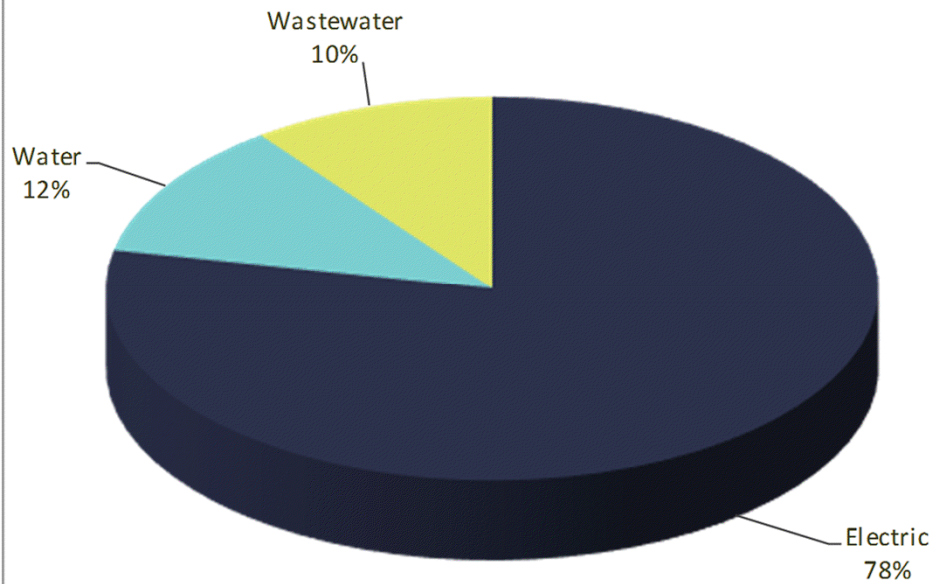
Financial Results (Continued)

Utility Operations

2023 Operating Revenues



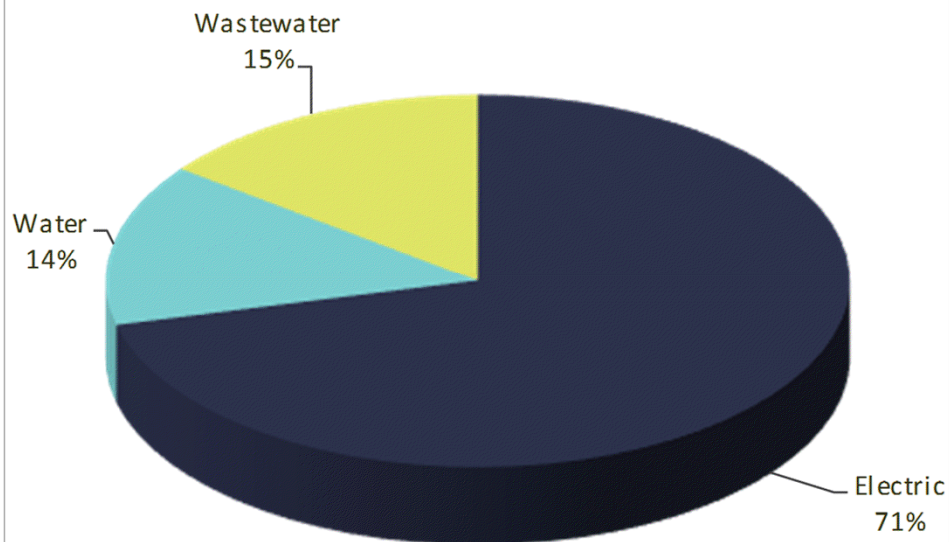
2022 Operating Revenues



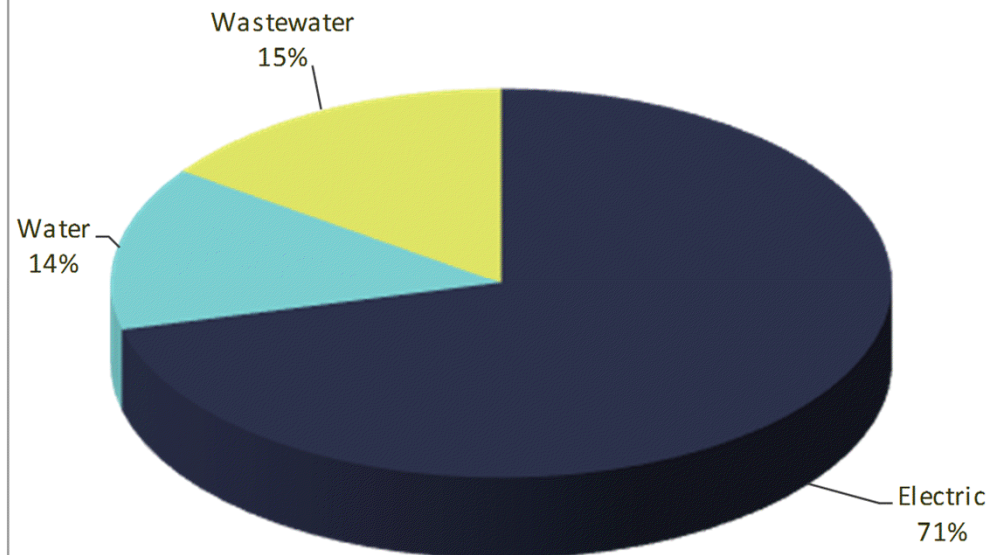
Financial Results (Continued)

Utility Operations

2023 Operating Expenses

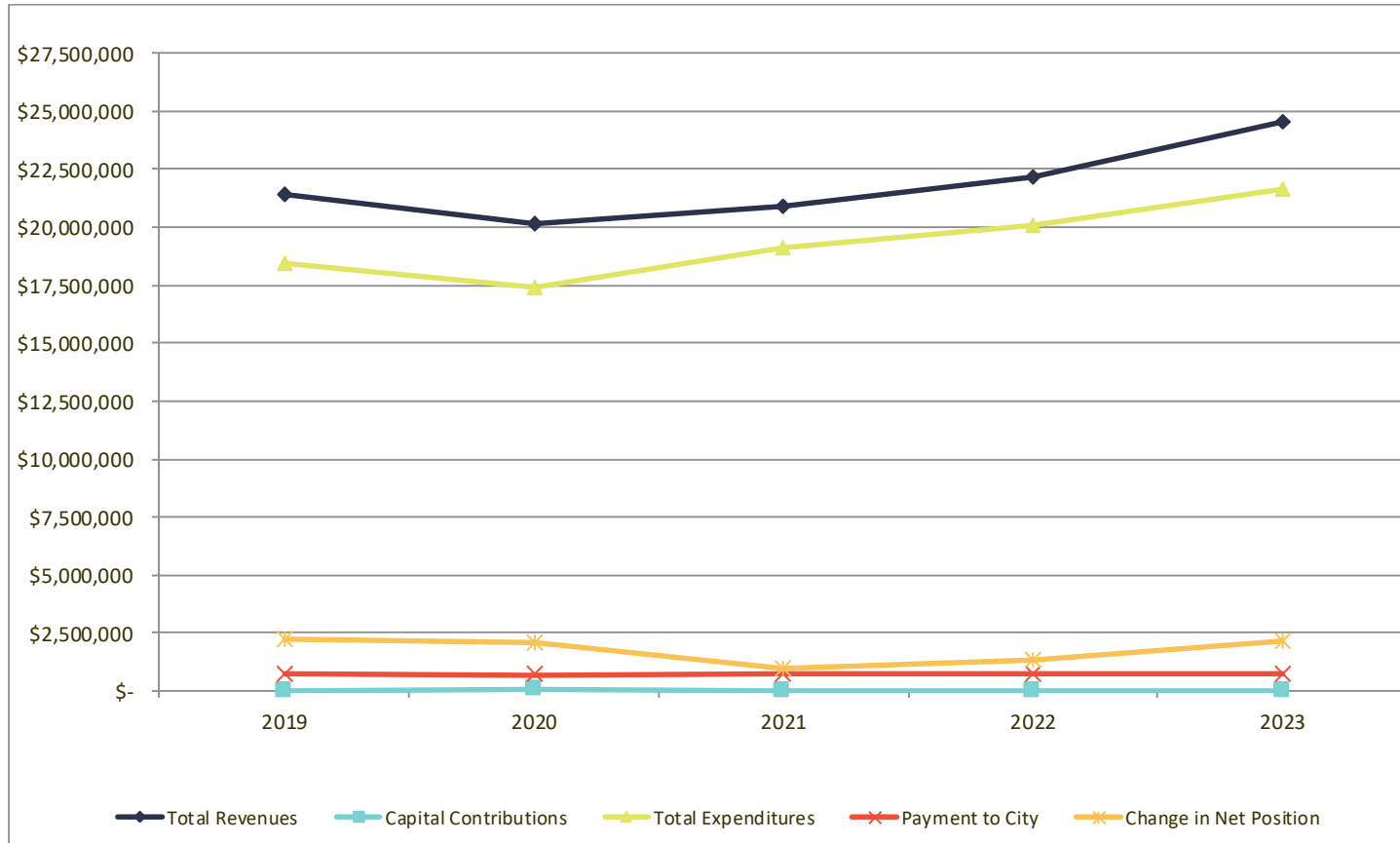


2022 Operating Expenses



Financial Results (Continued)

Electric Operations

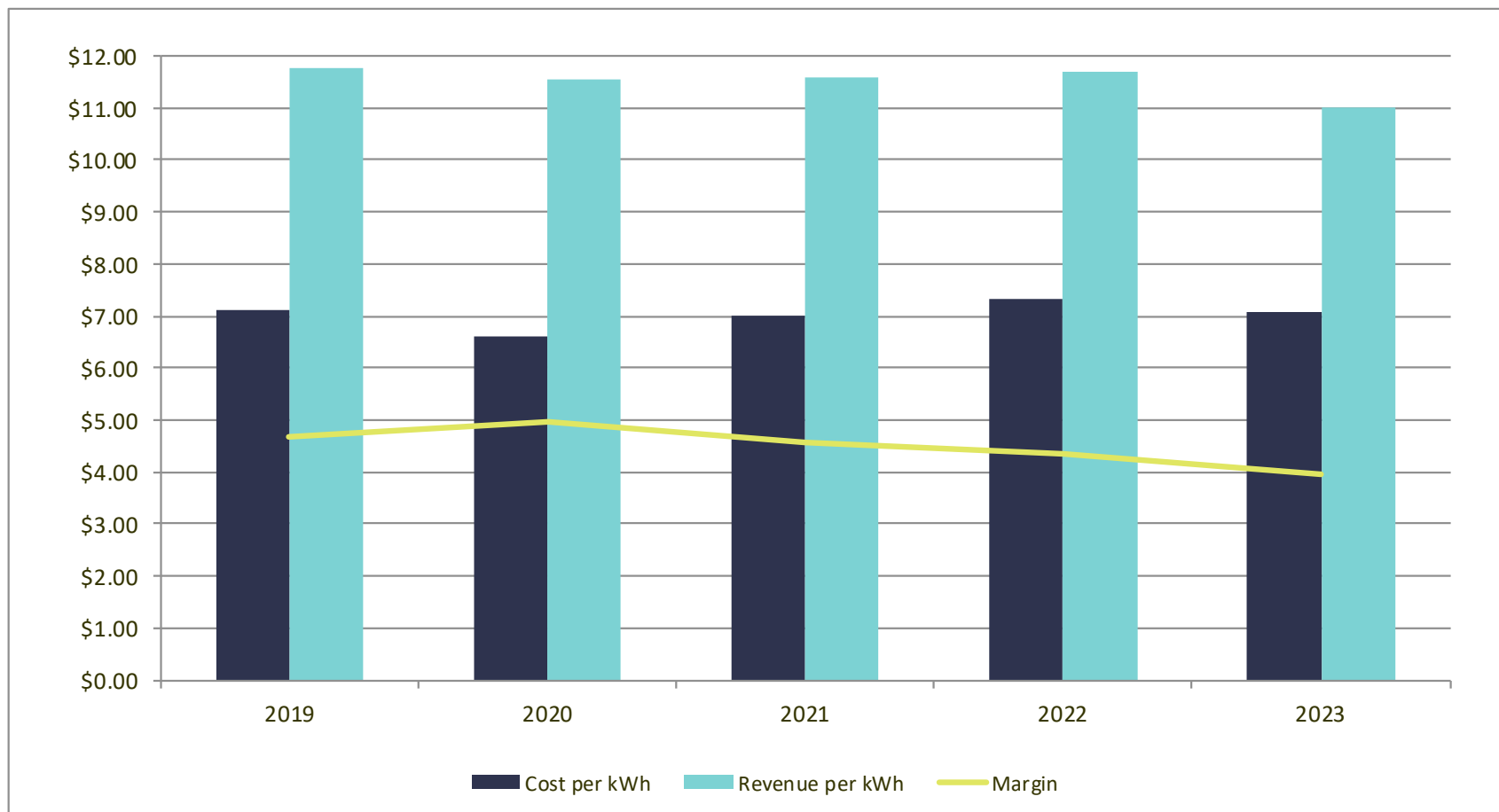


	2019	2020	2021	2022	2023
Total Revenues	\$ 21,442,050	\$ 20,176,263	\$ 20,871,966	\$ 22,193,708	\$ 24,543,099
Capital Contributions	-	52,588	-	-	-
Total Expenditures	18,434,242	17,407,276	19,123,149	20,081,190	21,631,292
Payment to City	757,394	734,569	761,150	756,373	783,245
Change in Net Position	2,250,414	2,087,006	987,667	1,356,145	2,128,562



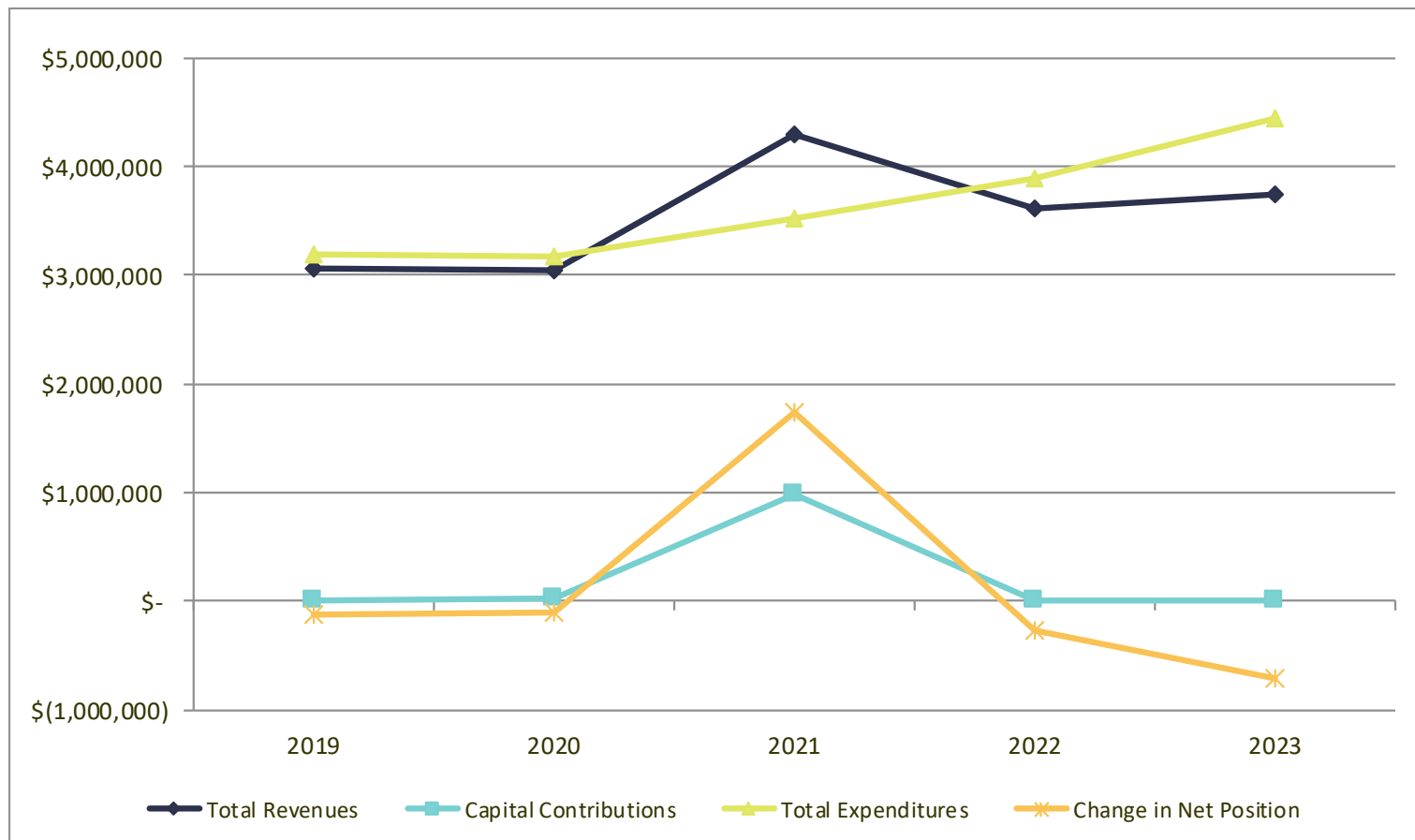
Financial Results (Continued)

Cost per kWh & Revenue per kWh



Financial Results (Continued)

Water Operations



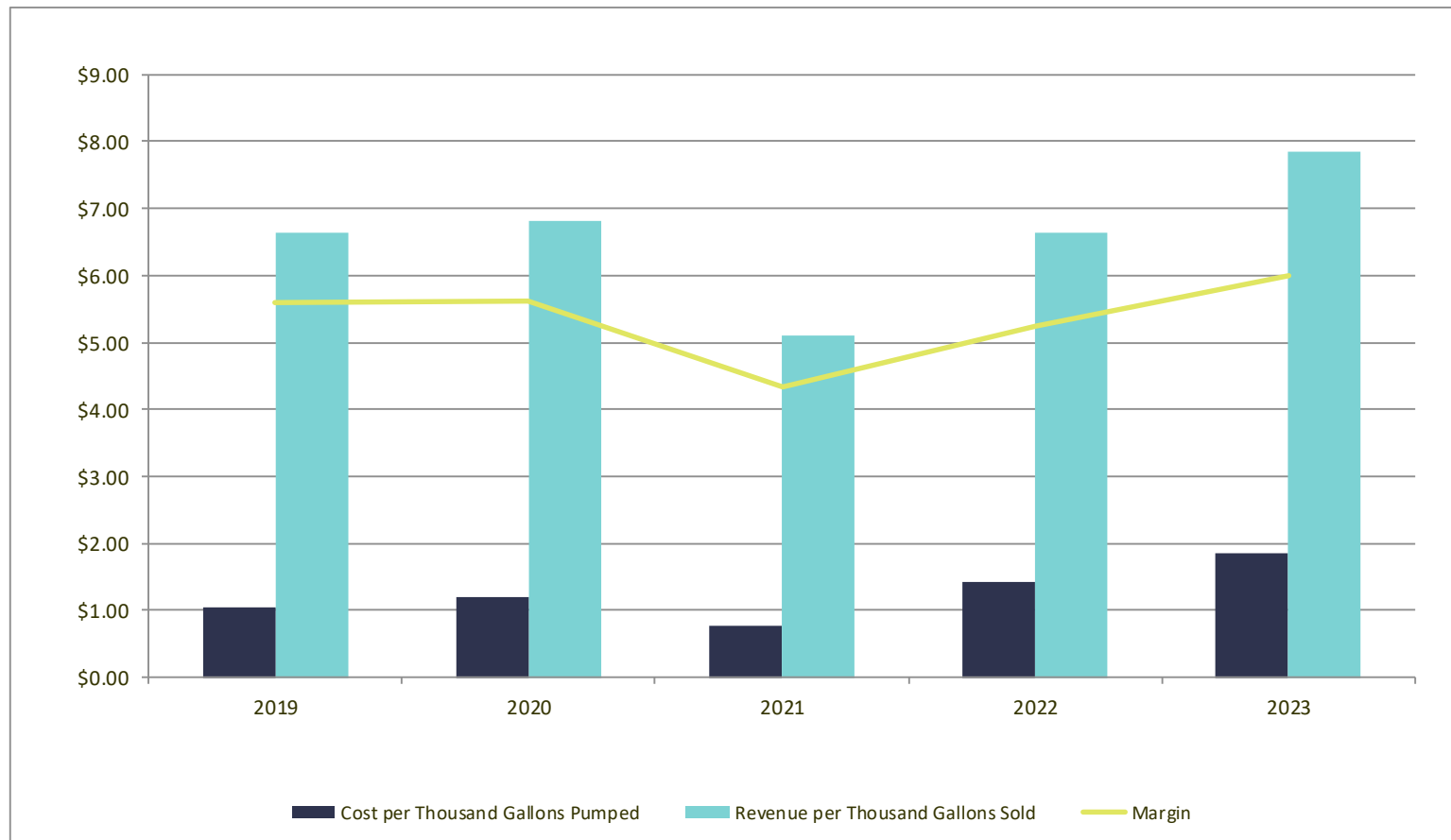
	2019	2020	2021	2022	2023
Total Revenues	\$ 3,058,456	\$ 3,044,597	\$ 4,290,287	\$ 3,617,378	\$ 3,735,263
Capital Contributions	-	18,664	976,000	-	-
Total Expenditures	3,190,868	3,164,900	3,521,963	3,890,550	4,445,379
Change in Net Position	(132,412)	(101,639)	1,744,324	(273,172)	(710,116)



Financial Results (Continued)

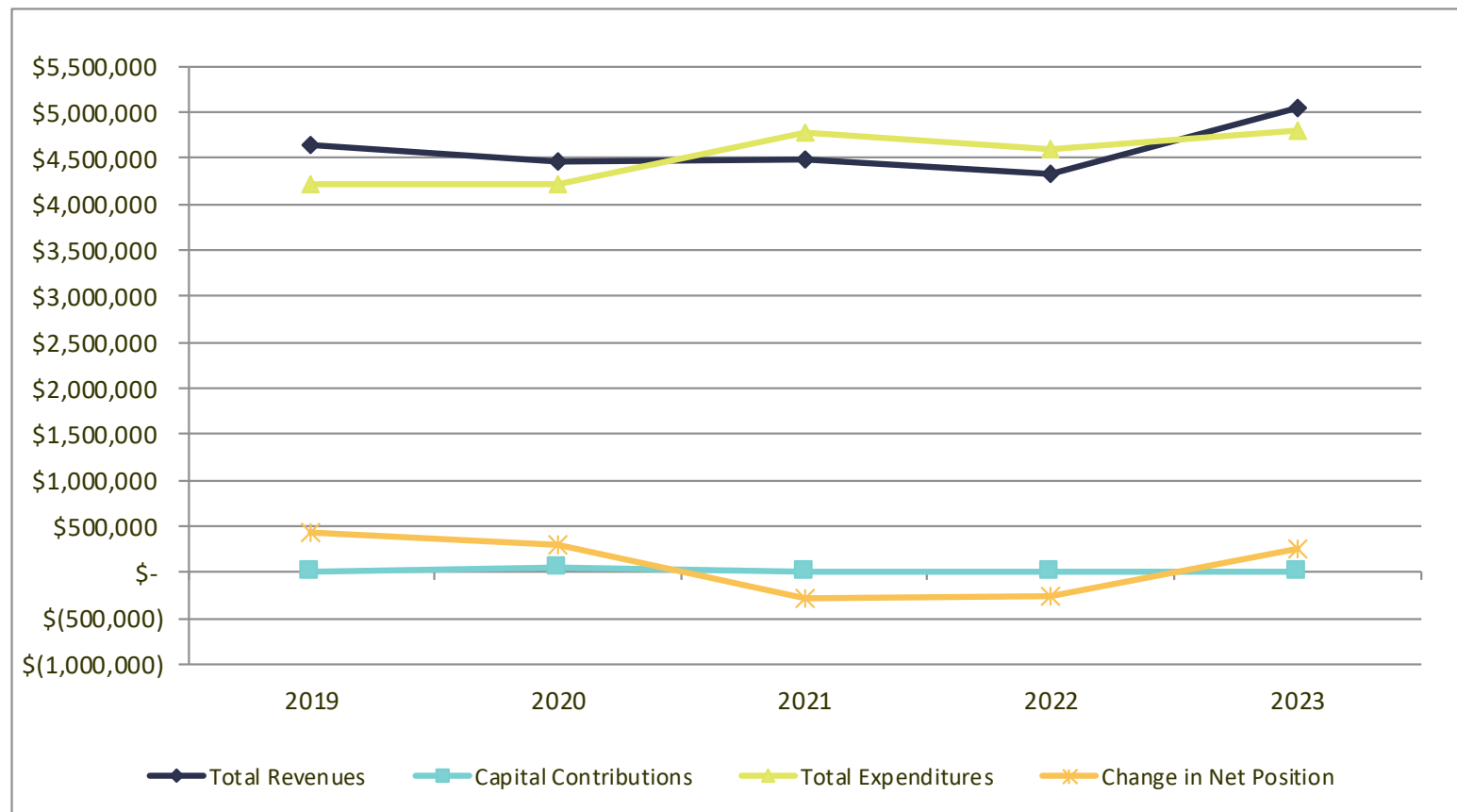
Cost per Thousand Gallons Pumped

Revenue per Thousand Gallons Sold



Financial Results (Continued)

Wastewater Operations



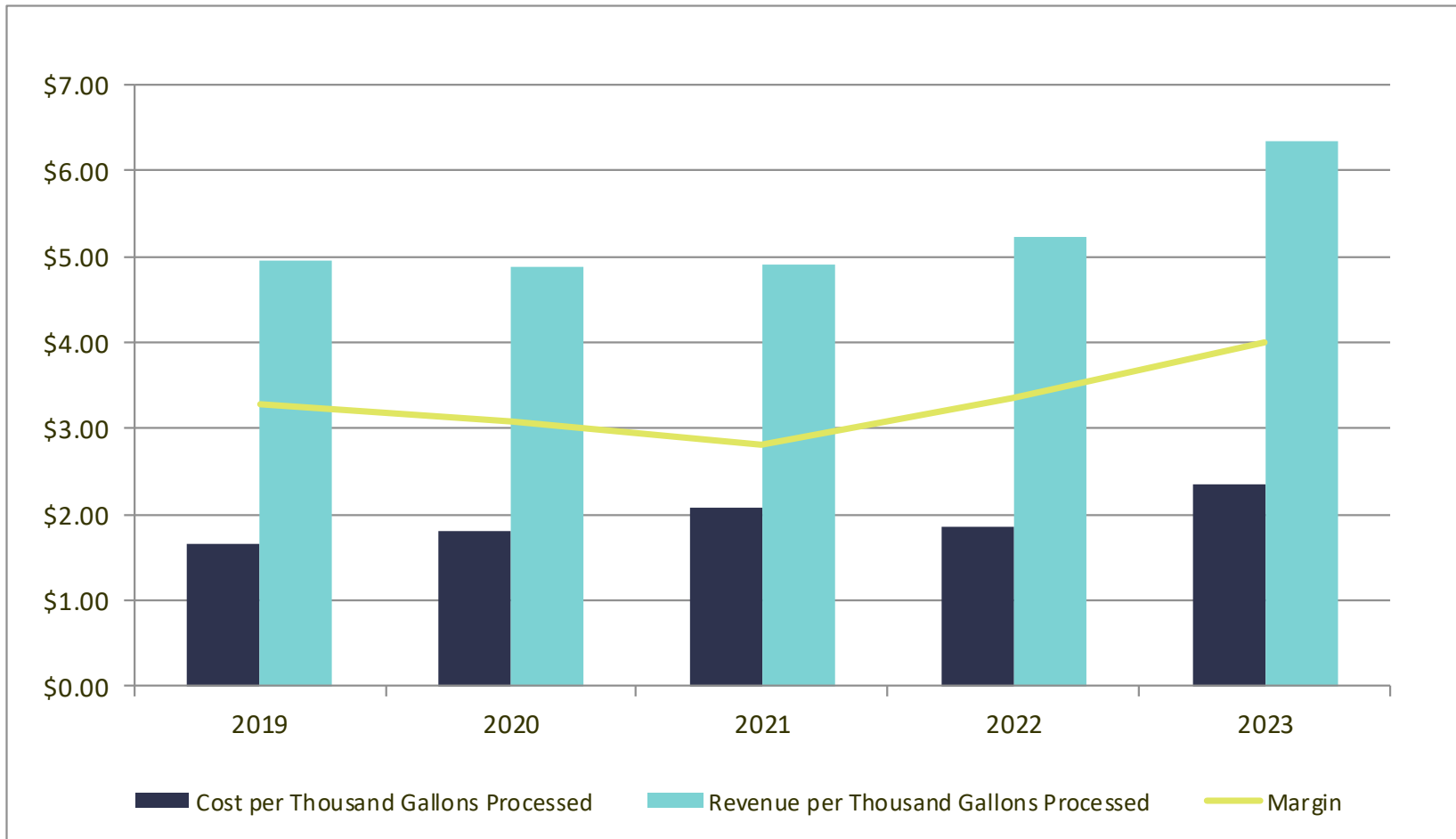
	2019	2020	2021	2022	2023
Total Revenues	\$ 4,642,472	\$ 4,468,748	\$ 4,489,983	\$ 4,333,842	\$ 5,050,305
Capital Contributions	-	40,699	-	-	-
Total Expenditures	4,214,643	4,213,687	4,769,525	4,600,779	4,802,176
Change in Net Position	427,829	295,760	(279,542)	(266,937)	248,129



Financial Results (Continued)

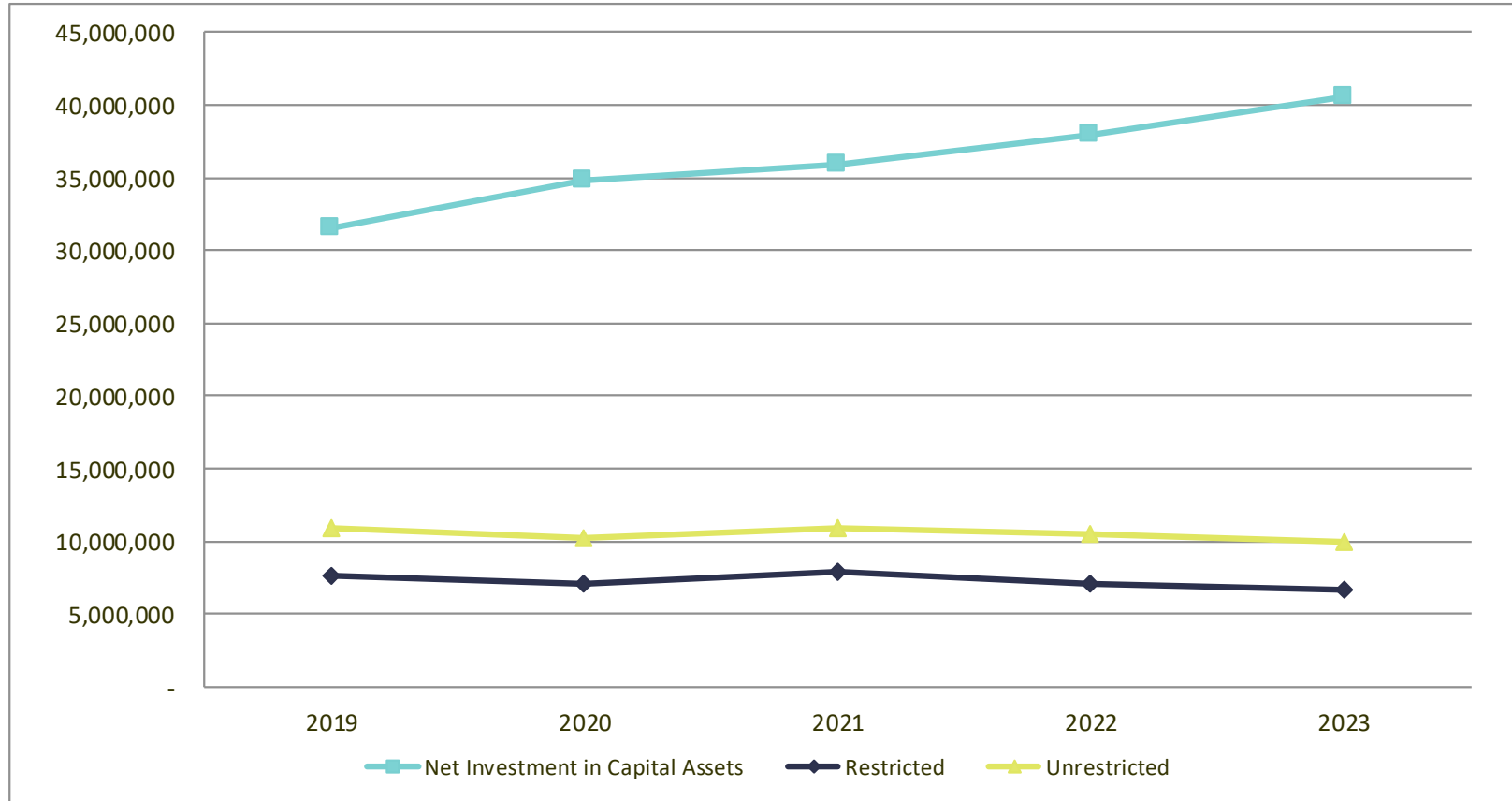
Cost per Thousand Gallons Processed

Revenue per Thousand Gallons Processed



Financial Results (Continued)

Net Position

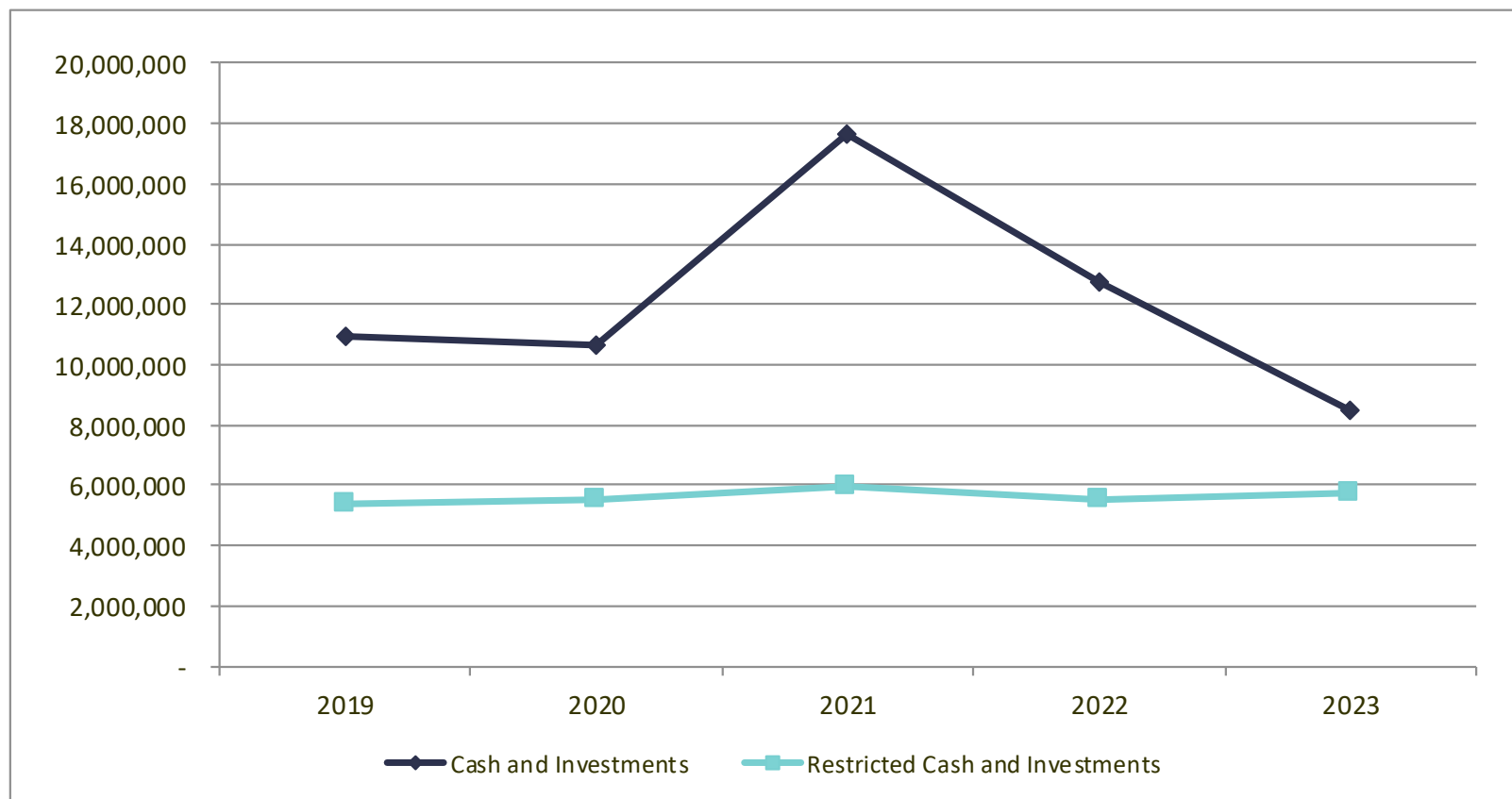


Year	Net Investment in Capital Assets	Restricted	Unrestricted
2019	31,477,317	7,598,735	10,901,077
2020	34,851,167	7,154,837	10,252,252
2021	35,956,868	7,848,358	10,905,479
2022	37,930,250	7,149,064	10,447,427
2023	40,594,106	6,670,284	9,928,926



Financial Results (Continued)

Cash and Investments

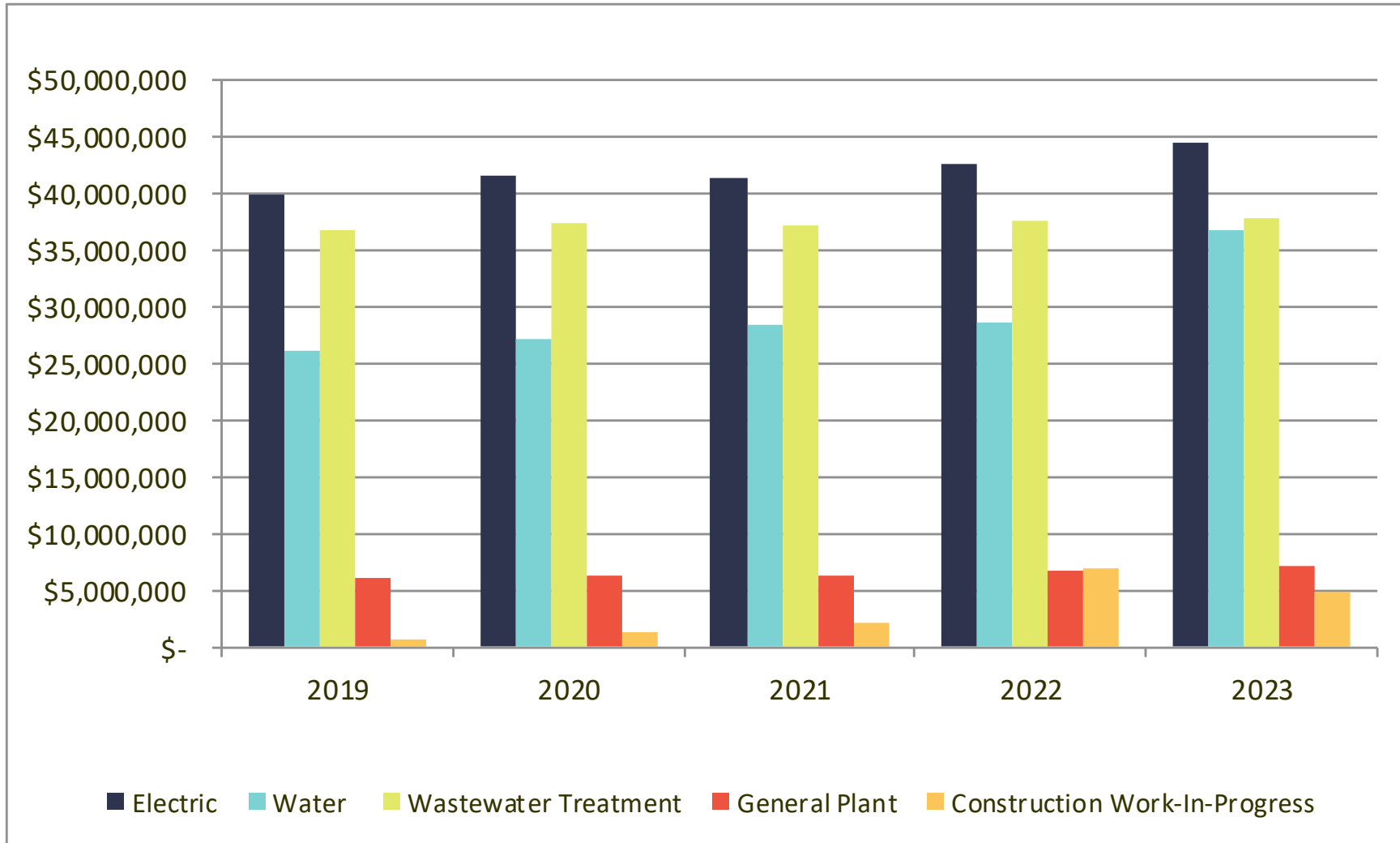


Year	Cash and Investments	Restricted Cash and Investments
2019	10,908,413	5,406,465
2020	10,674,604	5,515,723
2021	17,656,542	5,973,059
2022	12,742,353	5,496,892
2023	8,501,032	5,736,535



Financial Results (Continued)

Total Capital Assets



Financial Results (Continued)

- Other Financial Highlights
 - Electric revenues increased due to sales of renewable energy and an increase in usage by large commercial customers, expenses increased due to an increase in purchase power, operating income about \$500,000 higher than prior year
 - Water revenues increased slightly due to a higher level of usage by commercial customers, expenses increased due to an increase in wages and benefits resulting in an operating loss of \$910,000, compared to a loss of \$530,000 in the prior year
 - Wastewater revenues increased \$130,000, while operating expenses increased \$170,000, producing an operating loss of \$1,378,000, compared to a loss of \$1,329,000 in the prior year



Key Issues/Summary

- Decrease in cash due to bond repayments, additional notes receivable and asset additions during the current year
 - Restricted for capital outlay - \$552,000
- Overall asset additions were higher than the prior year
 - \$8,600,000 in the current year compared to \$6,200,000 in the prior year
- Overall positive cash flow from operations
 - \$5,000,000 in the current year compared to \$4,400,000 in the prior year



Key Issues/Summary (Continued)

- Electric had higher change in net position than prior year
 - Change in net position of \$2,128,000 compared to \$1,356,000 in the prior year
- Water department had a higher net loss compared with the prior year
 - Change in net position of (\$710,000) compared to (\$273,000) in the prior year
- Wastewater had net gain compared with a net loss in the prior year
 - Net gain of \$248,000 compared to net loss of \$267,000 in the prior year
- We advise the margins for each department be consistent from year to year
- Continue to monitor the rates and assess each department individually



Thank you to all for helping to get this audit completed timely and for allowing us to serve you!

Contact Information:

Mary Reedy, CPA, CGFM
Principal

320-203-5534

mary.reedy@CLAconnect.com



CLAconnect.com



CPAs | CONSULTANTS | WEALTH ADVISORS

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Public Utilities Commission Agenda Request

MEETING DATE: May 28, 2024

TITLE OF ITEM: See attached separate memo regarding updates on unfinished business

ACTION REQUESTED: Discussion Item

ESTIMATED TIME (MIN): 6

SUBMITTED BY: Danny Loch, Finance Manager

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

SUMMARY OF ISSUE: The attached unfinished business outlines ongoing projects with staff and Commission. Relating to the attached unfinished business memo action is required by Commission for the Crypto mining activity. The additional attachment outlines a purchase of VCV digital from Tiger Cloud to Ancheng Holdings. With this sale staff are concerned with VCV meeting their required 15 MWs by December as outlined in the Contract.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Alternatives for discussion topics staff concerns:

- Lost revenue opportunities for other businesses or energy constraints
- Lost revenue due to drawn out negotiations with VCV
- How do we handle if unable to fulfill the 15MW requirement in December

RECOMMENDED ACTION/MOTION: Discuss potential effects and outcomes

FINANCIAL IMPACT:

**Brainerd Public Utilities
BPU Commission Unfinished Business
May 28, 2024**

A. Hydro Generation/Automation (1/31/23)

Barr Engineering and staff continue work related to procurement of two Flgyl generators at the hydro facility.

B. Current Unposted Employment Positions at BPU

The below positions were authorized in October 2023 by City Council. The date below is when the positions were recommended by Commission. The City Council and the IBEW #31 Union are still negotiating the salaries for these positions:

- Business Office Support Specialist (5/30/23)
- Facilities Custodian (5/30/23)
- Journeyman Electrician (7/25/23)
- Journeyman Lineman (11/28/23)

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 continual as staff schedule time to ensure all are entered on the mapping software and schedule any in-home visits or review with customer as needed.

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.
- I. Crypto Mining Activity (7/1/22) **
JFK current mining load is approximately 22 MWs. VCV's contract expired on March 22, 2024, with a new purchase agreement approved at last commission meeting, 15MWs required by December of 2024 for this contract. VCV is presently trying to sell their property and requires approval from Commission for the sale per the contract.
- 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 was sent out with March and April billing and has been posted to the website. Education is ongoing.
- K. Credit Card Transaction Fees (01/30/2024)
Continued discussion and research occurring with Global Payments representatives, Tyler, Nuvei and Bremer Bank. Staff have had further discussions with potential processing vendors and have found that the initial savings presented did not include the portal options and changing away from Tyler causes effects to the customer portal that have not been fully determined at this time.
- L. Reclamation and Backwash Project (2/27/2024)
Planning and construction meetings are ongoing with Bolton & Menk. Sizing and placement of the tank have been discussed and are being vetted. Project is continuing as scheduled.
- M. DER Website Updates (2/27/24)
During the March 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 staff as the priority at the present time and this project has been put on hold.
- N. Customer Communications Policy (2/27/24)
The customer communications policy is still being drafted as the process for after-hours communication is currently in the implementation phase.
- O. Joint Committee for Parking and Car Chargers (4/30/24)
See attached memo.
- P. Water Wastewater 20-year Feasibility Quote (4/30/24)
Staff are reaching out for the respective quotes from multiple agencies and still awaiting responses.

Charles P. Steinbauer | Patrick M. Krueger* | Virginia J. Knudson | David V. Hurt

May 7, 2024

Via Hand Delivery

Water and Light Department, d/b/a Brainerd Public Utilities
Attn: Todd Wicklund
8027 Highland Scenic Road
PO Box 373
Brainerd, MN 56401
Email: twicklund@bpu.org

Re: Amended and Restated Large Interruptible Power Agreement dated April 16, 2024
Our File: 34243

Dear Mr. Wicklund:

This office is, together with the law firm of Baker McKenzie, representing Ancheng Holdings Limited in its pending purchase of all of the outstanding membership interest in VCV Digital Infrastructure Minnesota LLC ("VCV").

As you are aware, the Brainerd Public Utilities ("BPU") entered into an Amended and Restated Large Interruptible Power Agreement dated April 16, 2024 (the "**Agreement**") with VCV as its customer. Per Section 16.2 of the Agreement, BPU's written consent is required before a sale of any membership interests of VCV may be undertaken.

VCV's owner, Tiger Cloud LLC, is interested in selling to Ancheng Holdings Limited, 100% of the membership interests of VCV. After such a sale, VCV would continue to be bound by the Agreement.

VCV, Tiger Cloud LLC, and Ancheng Holdings Limited request that you confirm the consent of BPU to this transaction by executing the Consent Declaration set out below. After, hopefully, its execution, please return a copy of it to us by US mail or to cpsteinbauer@brainerdlaw.com.

Thank you in advance for your attention to this request, and feel free to give our office a call if you have questions or require more information.

Consent Declaration: Given that Section 16.2 of the Amended and Restated Large Interruptible Power Agreement dated April 16, 2024 ("Agreement") between us, Water and Light Department d/b/a Brainerd Public Utilities ("BPU"), and VCV Digital Infrastructure Minnesota LLC (the

"**Customer**") states that our written consent is required before any membership interests sales of Customer may take place,
we hereby consent to the sale of membership interests of Customer from Customer's current owner to Ancheng Holdings Limited on or after the date of the signature shown below.

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

By: _____
Name: _____
Title: _____
Date: _____

Sincerely,



Charles P. Steinbauer

CPS/clm



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

MEMORANDUM

To: Commissioners
From: Trent Hawkinson – Operations Manager
Date: 5/28/2024
Re: EV Charging Information

Electric Vehicle Charging Information

At the April Commission meeting staff were asked put together and re-focus on electric charging stations. Staff have put together a few definitions of charging station and costs for your review. **Note** conversations have begun with Region 5 for potential grant funding opportunities. Additionally, we have identified a couple of locations with cost effective interconnects. At this point only BPU staff have discussed this information. At the direction of Commission staff would recommend involving other City departments in further discussions.

Definitions:

Level 1 charging stations

Level 1 charging is affordable and requires no special setup or additional hardware or software, making it a convenient choice for residential use. However, it may take up to 24 hours to fully charge a battery, which makes Level 1 charging impractical for drivers that log a lot of miles daily.

Level 2 charging stations

Level 2 charging stations use 240V electric outlets, which means they can charge an EV much faster than Level 1 chargers due to higher energy output. An EV driver can connect to a Level 2 charger with the attached nozzle cord using the integrated J plug built into most EVs. Level 2 chargers are often equipped with software that can intelligently charge an EV, adjust power levels, and bill the customer appropriately. That fact is reflected in the cost, making Level 2 chargers a larger investment. However, they're an ideal option for apartment complexes, retail spaces, employers, and university campuses that want to offer EV charging stations as a perk.

Level 3 charging stations

Level 3 chargers are often called DC chargers or “superchargers” due to their ability to fully charge an EV in under an hour. However, they’re not as standardized as lower-level chargers, and an EV requires special components like a Combined Charging System (CCS or “Combo”) plug or a CHAdeMO plug used by some Asian automotive manufacturers, to connect to a Level 3 charger. You’ll find Level 3 chargers alongside main thoroughfares and highways because while most passenger EVs can use them, DC chargers are primarily designed for commercial and heavy-duty EVs. A fleet or a network operator can mix and match a selection of Level 2 and Level 3 chargers on-site if they’re using compatible open software.

Electrical Output

Level 1: 1.3 kW and 2.4 kW AC current

Level 2: 3kW to under 20kW AC current, output varies by model.

Level 3: 50kw to 350kw DC current

Use Cases

Level 1: Residential (single-family homes or apartment complexes)

Level 2: Residential, commercial (retail spaces, multi-family complexes, public parking lots); can be used by individual homeowners if a 240V outlet is installed.

Level 3: Commercial (for heavy-duty EVs and most passenger EVs) As you can tell, the three charger levels have varying use cases and dramatic cost differences. The faster and more complex the charger, the higher the costs of installation and maintenance are.

	Level 1	Level 2	Level 3
Type of Current	AC	AC	DC
Voltage	120V	240V	480V
Connector Type	J1772	J1772	CCS1
Average Charge Time (from empty)*	11-20 hours	3-8 hours	30-60 minutes
Average Miles Per Hour Charged*	5	12-80	75-1200
Use	Slow	Fast	Faster

* Average charge time and mile per hour charged is dependent on the individual car's acceptance rate and the power output of the charging station.

Charger Examples:

Level 3: 50kw to 350kw DC current - **\$52,000**

ChargePoint

With just over 31,000 locations and 56,000 total Level 2 and Level 3 ports, ChargePoint operates the single largest EV public charging network in the United States. But it's important to note that the vast majority, 96%, of ChargePoint's ports are Level 2 chargers.

ChargePoint Express 250 CPE250



Level 2: 3kW to under 20kW AC - \$8,250.00

ChargePoint CT4021 EV Charge Station Dual Port Bollard Mount



Level 2: 3kW to under 20kW AC - \$3,187.00

JuiceBox® Pro 40 EV 9.6 kW Charging Station, Dual Port, Pedestal Mount



EV Charging Grant / Funding Possibilities

Below are multiple funding opportunity examples that are being explored.

USA funding applications

Blue Horizon Energy

Siemens

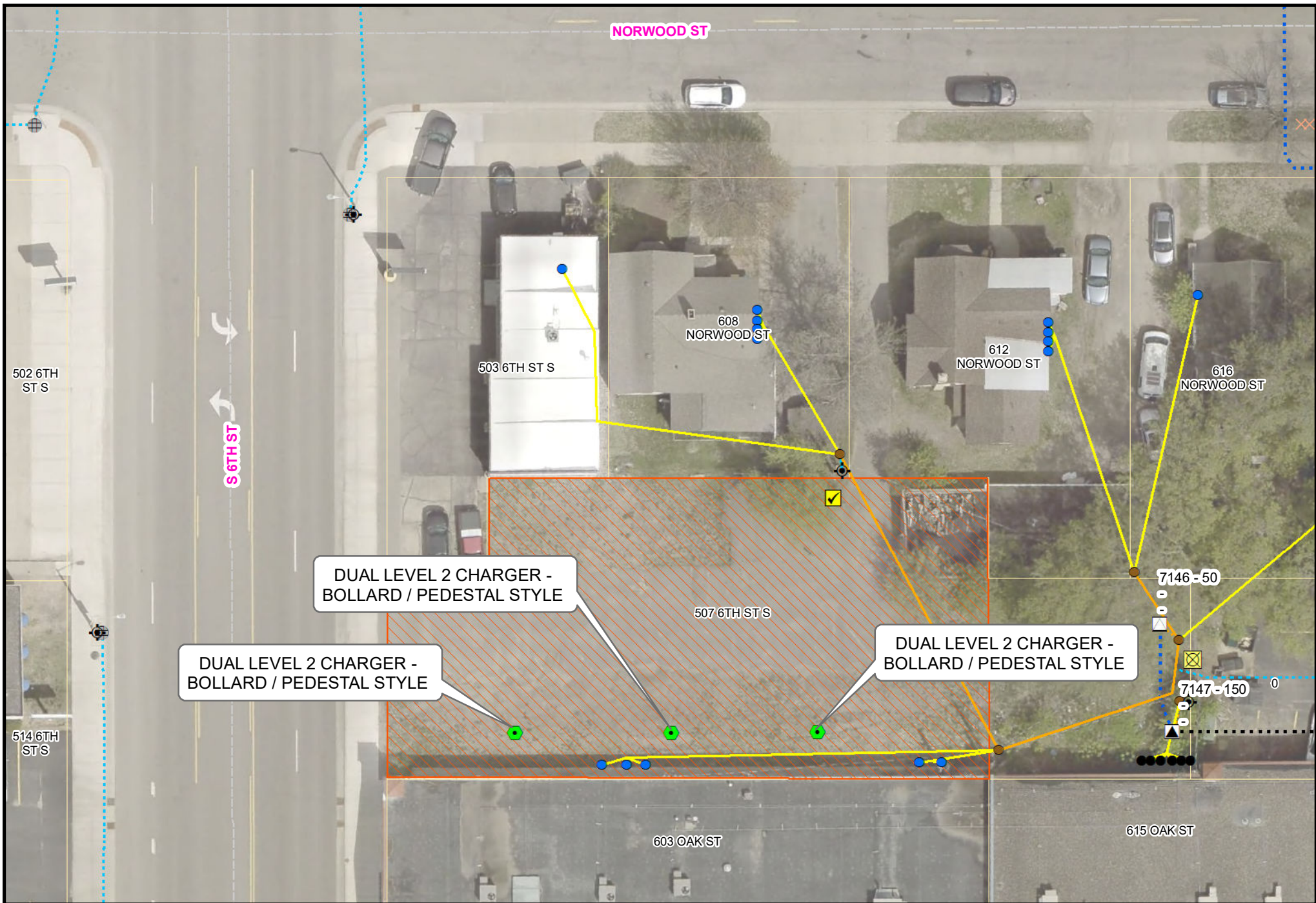
Street light Data

Blink Charging

NEVI

ChargePoint

Volkswagen Settlement Grant MN

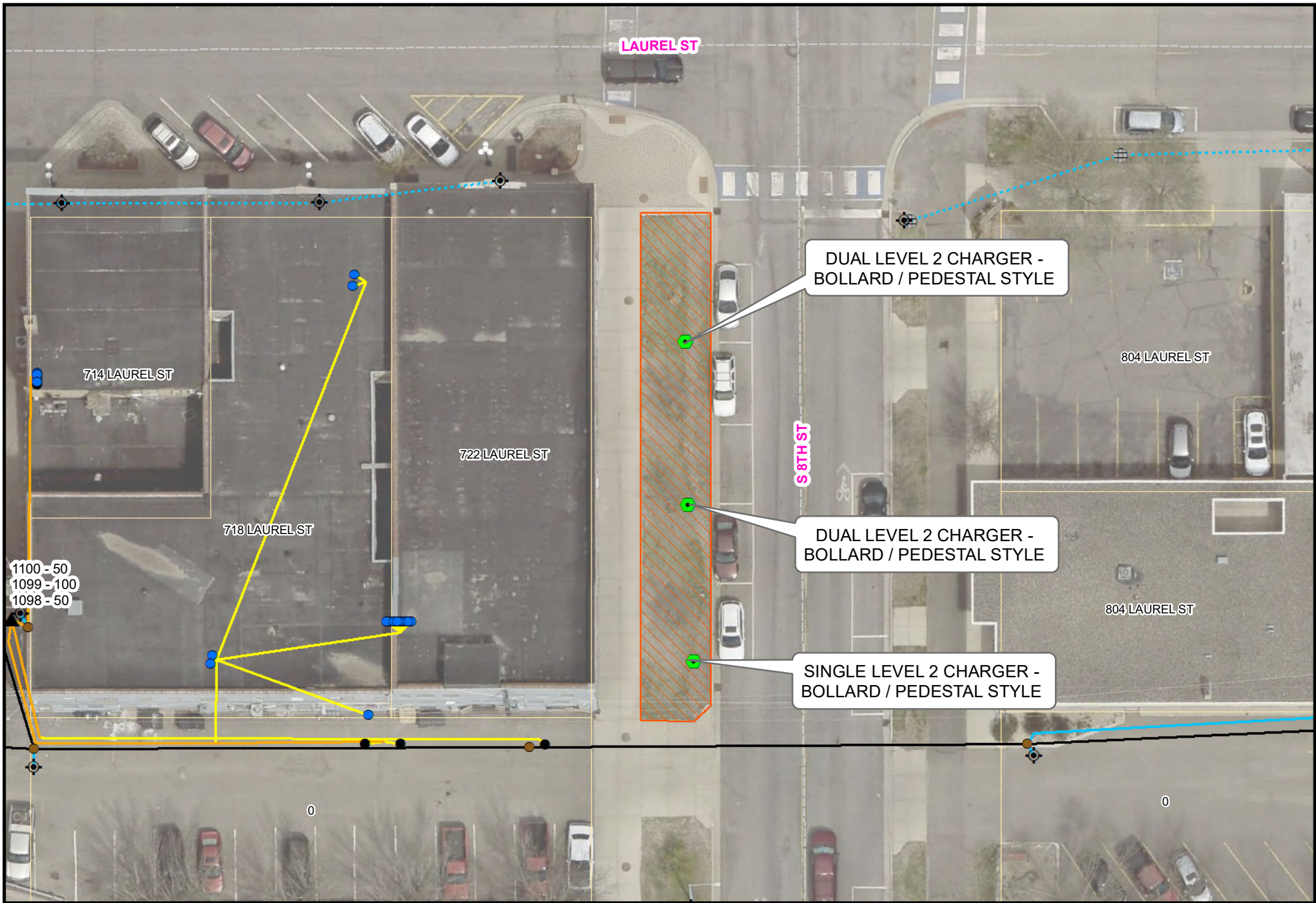


BRAINERD PUBLIC UTILITIES PROPOSED EV CHARGER SITE

This map is intended for reference purposes only and is not a legally recorded map nor survey. Brainerd Public Utilities shall not be liable for any damages or claims that arise due to accuracy, availability, use, or misuse of the information herein pursuant to MN Statutes 466.03 Subd 21.

0 10 20 40
Feet

Date: 5/21/2024

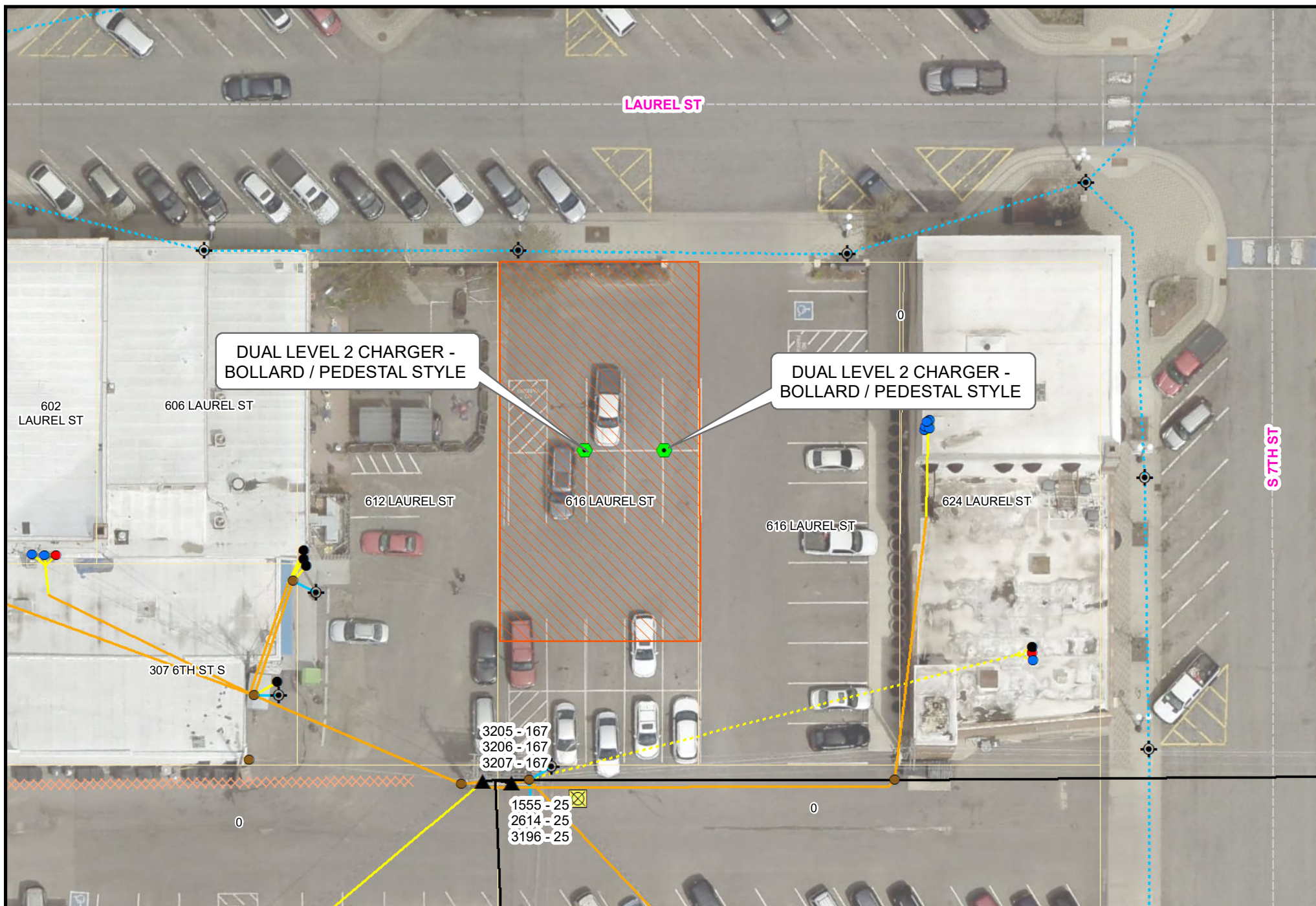


**BRainerd PUBLIC UTILITIES
PROPOSED EV CHARGER SITE**

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Date: 5/21/2024



BRainerd PUBLIC UTILITIES PROPOSED EV CHARGER SITE

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Feet

Date: 5/21/2024



Public Utilities Commission

Agenda Request

MEETING DATE: May 28, 2024

TITLE OF ITEM: Contracted Energy Discussion

ACTION REQUESTED: Discussion Item

ESTIMATED TIME (MIN): 6

SUBMITTED BY: Danny Loch, Finance Manager

PRESENTER: Danny Loch, Finance Manager

SUMMARY OF ISSUE: In summary, the Commission contracts with AEP for two types of purchases: an energy charge, and a capacity charge. The energy charge is a fee based on the total amount of electricity consumed over the billing period. The utility capacity charge, often referred to as the demand charge, is a fee based on the maximum level of power that a consumer requires at any given time during the billing period. The Commission has approved 15 amendments with AEP, the most recent occurred in December 2023. Most of these amendments relate to the capacity charges to meet the needs of the growing consumption used within our service area. To avoid purchased power surcharges, BPU has attempted to purchase blocks of capacity to meet the community's needs within 5Mwhs of the expected usage through 2030. If the utility and its customers do not use the full amount of the contracted capacity, several of the amendments ensure AEP sells the excess back to the market. The recommendation of these amendments and future costs are proposed from AEP's review of our account and the registered usage on the grid.

As part of the agreements, BPU has two energy charge agreements with AEP. BPU is purchasing energy at a contracted rate of \$43.75/MWh through 5/1/24 and \$44.60/MWh from June 24 through May 2032.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Relating to energy purchases with solar generation, BPU and the City have entered into lease agreements for the wastewater treatment facility, solar field, and the airport solar field in an effort to meet the needs of the renewable energy standards. As part of these lease agreements, BPU has agreed to purchase the power produced by these facilities. The airport rate to purchase this power is \$68/MWh, and the rate at the Wastewater treatment facility is \$99/MWh.

RECOMMENDED ACTION/MOTION: Staff request guidance on upcoming projects, specifically a unit of measure to compare all projects to determine what is best for Commission to use in decision-making processes. As a comparable, staff can create MWh or KWh comparisons for all future projects.

FINANCIAL IMPACT:

FIFTEENTH AMENDMENT TO
MARKET BASED RATE
FULL REQUIREMENTS AGREEMENT

This FIFTEENTH AMENDMENT ("Amendment") is dated as of December 20, 2023 ("Effective Date") by and between AEP Energy Partners, Inc. ("Company"), and the City of Brainerd, Minnesota, by and through the Brainerd Public Utilities ("Customer") (each individually a "Party," or collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into a Market Based Rate Full Requirements Agreement dated January 4, 2016, as amended by that First Amendment dated April 26, 2016, that Second Amendment dated May 31, 2016, that Third Amendment dated June 23, 2017, that Fourth Amendment dated September 26, 2017, that Fifth Amendment dated July 31, 2018, that Sixth Amendment dated December 18, 2018, that Seventh Amendment dated June 3, 2019, that Eighth Amendment dated March 20, 2020, that Ninth Amendment dated September 29, 2020, that Tenth Amendment dated October 13, 2020, that Eleventh Amendment dated March 16, 2022, that Twelfth Amendment dated April 27, 2022, that Thirteenth Amendment dated March 14, 2023, and; that Fourteenth Amendment dated May 30, 2023 (collectively, the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to document certain transactions pertaining to ZRCs in Appendix D;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained in the Agreement including this Amendment thereto, the Parties hereby agree as follows:

I. Amendments.

A. Appendix D Table of ZRC Transactions. To memorialize certain ZRC transactions, Appendix D is deleted in its entirety and replaced with the Appendix D "Table of ZRC Transactions" attached to this Amendment, and incorporated herein by this reference.

Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment on their behalf as of the date first above written.

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

By: Daily M. Matten
Name: Daily MATTEN
Title: Commission President

AEP Energy Partners, Inc.

DocuSigned by:
By: Thomas M. Myers
87F6B08C0A0D4F3...
Name: Thomas M. Myers
Title: Vice President

APPENDIX D
TABLE OF ZRC TRANSACTION CONFIRMATIONS

Planning Year	Amendment made for ZRC	Local Resource Zone (LRZ)	Quantity (#MWs of ZRCs)	Contract Price (\$ per ZRC)	Additional or Special Terms	Charge (\$)
PY 19/20						
June 1, 2019 through May 31, 2020	First Amendment	LRZ 1	30 MWs of ZRCs	\$3,200.00/per MW per Month	See Footnotes 1, 2 and 3	\$96,000.00/per Month
June 1, 2019 through May 31, 2020	Second Amendment	LRZ 1	5 MWs of ZRCs	\$1,800.00/per MW per Month	See Footnote 2 and 3	\$9,000.00/per Month
June 1, 2019 through May 31, 2020	Fourth Amendment	LRZ 1	5 MWs of ZRCs	\$1,850/per MW per Month	See Footnote 2, 3 and 5	\$9,250.00/per Month
June 1, 2019 through May 31, 2020	Fourth Amendment	LRZ 1	5 MWs of ZRCs	\$1,850/per MW per Month	See Footnote 2, and 3	\$9,250.00/per Month
PY 20/21						
June 1, 2020 through May 31, 2021	First Amendment	LRZ 1	30 MWs of ZRCs	\$3,200.00/per MW per Month	See Footnote 2 and 3	\$96,000.00/per Month
June 1, 2020 through May 31, 2021	Second Amendment	LRZ 1	20MWs of ZRCs	\$3,700.00/per MW per Month	See Footnote 2 and 3	\$74,000.00/per Month
PY 21/22						
June 1, 2021 through May 31, 2022	First Amendment	LRZ 1	30 MWs of ZRCs	\$3,200.00/per MW per Month	See Footnote 2 and 3	\$96,000.00/per Month
June 1, 2021 through May 31, 2022	Second Amendment	LRZ 1	20MWs of ZRCs	\$3,700.00/per MW per Month	See Footnote 2 and 3	\$74,000.00/per Month
PY 22/23						
June 1, 2022 through May 31, 2023	First Amendment	LRZ 1	30 MW of ZRCs	\$3,500.00/per MW per Month	See Footnote 2, 3, and 4	\$105,000.00/per Month
June 1, 2022 through May 31, 2023	Second Amendment	LRZ 1	20MWs of ZRCs	\$3,700.00/per MW per Month	See Footnote 2 and 3	\$74,000.00/per Month
PY 23/24						
June 1, 2023 through May 31, 2024	First Amendment	LRZ 1	30 MW of ZRCs	\$3,500.00/per MW per Month	See Footnote 2, 3, and 4	\$105,000.00/per Month
June 1, 2023 through May 31, 2024	Second Amendment	LRZ 1	20MWs of ZRCs	\$3,700.00/per MW per Month	See Footnote 2 and 3	\$74,000.00/per Month

Planning Year	Amendment made for ZRC	Local Resource Zone (LRZ)	Quantity (#MWs of ZRCs)	Contract Price (\$ per ZRC)	Additional or Special Terms	Charge (\$)
PY 24/25						
June 1, 2024 through May 31, 2025	First Amendment	LRZ 1	30 MW of ZRCs	\$3,500.00/per MW per Month	See Footnote 2, 3, and 4	\$105,000.00/per Month
June 1, 2024 through May 31, 2025	Second Amendment	LRZ 1	20MWs of ZRCs	\$3,700.00/per MW per Month	See Footnote 2 and 3	\$74,000.00/per Month
PY 25/26						
June 1, 2025 through May 31, 2026	Fourth Amendment	LRZ 1	20MWs of ZRCs	\$4,000.00/per MW per Month	See Footnote 2 and 3	\$80,000.00/per Month
June 1, 2025 through May 31, 2026	Sixth Amendment	LRZ 1	10 MWs of ZRCs	\$3,500.00/per MW per Month	See Footnote 2 and 3	\$35,000.00/per Month
June 1, 2025 through May 31, 2026	Fifteenth Amendment	LRZ 1	5.5 MWs of ZRCs	\$5,000.00/per MW per Month	See Footnote 2 and 3	\$27,500/per month
PY 26/27						
June 1, 2026 through May 31, 2027	Fourth Amendment	LRZ 1	20MWs of ZRCs	\$4,000.00/per MW per Month	See Footnote 2 and 3	\$80,000.00/per Month
June 1, 2026 through May 31, 2027	Sixth Amendment	LRZ 1	10MWs of ZRCs	\$3,500.00/per MW per Month	See Footnote 2 and 3	\$35,000.00/per Month
June 1, 2026 through May 31, 2027	Fifteenth Amendment	LRZ 1	5.5 MWs of ZRCs	\$5,000.00/per MW per Month	See Footnote 2 and 3	\$27,500/per month
PY 27/28						
June 1, 2027 through May 31, 2028	Fourth Amendment	LRZ 1	20MWs of ZRCs	\$4,000.00/per MW per Month	See Footnote 2 and 3	\$80,000.00/per Month
June 1, 2027 through May 31, 2028	Sixth Amendment	LRZ 1	10MWs of ZRCs	\$3,500.00/per MW per Month	See Footnote 2 and 3	\$35,000.00/per Month
PY 28/29						
June 1, 2028 through May 31, 2029	Fourth Amendment	LRZ 1	20MWs of ZRCs	\$4,000.00/per MW per Month	See Footnote 2 and 3	\$80,000.00/per Month
June 1, 2028 through May 31, 2029	Sixth Amendment	LRZ 1	10MWs of ZRCs	\$3,500.00/per MW per Month	See Footnote 2 and 3	\$35,000.00/per Month
PY 29/30						
June 1, 2029 through May 31, 2030	Fourth Amendment	LRZ 1	20MWs of ZRCs	\$4,000.00/per MW per Month	See Footnote 2 and 3	\$80,000.00/per Month
June 1, 2029 through May 31, 2030	Sixth Amendment	LRZ 1	10MWs of ZRCs	\$3,500.00/per MW per Month	See Footnote 2 and 3	\$35,000.00/per Month

OTHER						
Separate ZRC SALE BY CUSTOMER TO SELLER	Amendment made for ZRC	Local Resource Zone (LRZ)	Quantity (#MWs of ZRCs)	Price (\$ per ZRC)	Additional or Special Terms	Credit (\$)
PYs 20/21 – thru PY 24/25 June 1, 2020 through May 31, 2025	Fourth Amendment	LRZ 1	5 MW of ZRCs	\$2,500.00/per MW per Month	See Footnote 6	\$12,500.00/per Month Customer Credit in applicable PY
PY 20/21 June 1, 2020 through May 31, 2021	Eighth Amendment	LRZ 1	4.8 MW of ZRCs	\$500.00/ per MW per Month	See Footnote 6	\$2,400.00/per Month Customer Credit in Planning Year
PY 21/22 June 1, 2021 through May 31, 2022	Ninth Amendment	LRZ 1	4.8 MW of ZRCs	\$800.00/ per MW per Month	See Footnote 6	\$3,840.00/per Month Customer Credit in Planning Year
PY 22/23 June 1, 2022 through May 31, 2023	Ninth Amendment	LRZ 1	6 MW of ZRCs	\$1,000.00/ per MW per Month	See Footnote 6	\$6,000.00/per Month Customer Credit in Planning Year
PY 23/24 June 1, 2023 through May 31, 2024	Ninth Amendment	LRZ 1	6 MW of ZRCs	\$1,000.00/ per MW per Month	See Footnote 6	\$6,000.00/per Month Customer Credit in Planning Year
PY 24/25 June 1, 2024 through May 31, 2025	Ninth Amendment	LRZ 1	6 MW of ZRCs	\$1,000.00/ per MW per Month	See Footnote 6	\$6,000.00/per Month Customer Credit in Planning Year
PY 22/23 June 1, 2022 through May 31, 2023	Eleventh Amendment	LRZ 1	1.4 MW of ZRCs	\$1,000.00/ per MW per Month	See Footnote 6	\$1,400.00/per Month Customer Credit in applicable Planning Year

Separate ZRC SALE BY CUSTOMER (if seasonal, designate)	Local Resource Zone (LRZ)	Quantity (#MWs of ZRCs) Purchase shows as (negative)	Price (\$ per ZRC)	Additional or Special Terms	Charge or Credit (\$)
PY 23/24					
Summer Seasonal June 1, 2023 through August 31, 2023	LRZ 1	(0.7) MWs of ZRCs	\$/per MW per Month from Auction	See Footnote 7	\$/Month Customer Charge or Credit determined by Seasonal Auction Price
Fall Seasonal September 1, 2023 through November 30, 2023	LRZ 1	8.5 MWs of ZRCs	\$/per MW per Month from Auction	See Footnote 7	\$/Month Customer Charge or Credit determined by Seasonal Auction Price
Winter Seasonal December 1, 2023 through February 2024	LRZ 1	8.7 MWs of ZRCs	\$/per MW per Month from Auction	See Footnote 7	\$/Month Customer Charge or Credit determined by Seasonal Auction Price
Spring Seasonal March 1, 2024 through May 31, 2024	LRZ1	9.0 MWs of ZRCs	\$/per MW per Month from Auction	See Footnote 7	\$/Month Customer Charge or Credit determined by Seasonal Auction Price

Additional or Special Terms For Table:

Footnote 1: For any ZRC quantities prior to July 1, 2019, at Customer's request, Company will, if required by MISO Rules, provide such ZRCs to Customer's requirements provider during such period at no additional cost.

Footnote 2: Customer shall also reimburse Company for any incremental costs or charges that Company incurs to meet the New Capacity Rules. Customer's incremental costs or charges associated with the specified amount of MWs of ZRCs shall be calculated as the positive difference between (a) the product of (i) specified amount of MWs of ZRCs and (ii) the Auction Clearing Price ("ACP") for the Local Resource Zone ("LRZ") where the load is located; and (b) the product of (i) the specified amount of MWs of ZRCs purchased by Company for Customer's load and (ii) the ACP for the applicable LRZ where the generation resource is located. If FERC modifies the New Capacity Rules, the foregoing calculation will be adjusted by Company to the extent necessary to address any such modifications. To the extent that the specified amount of MWs of ZRCs exceed Customer's Capacity requirements within MISO, Company will sell any such excess and apply the proceeds of such sale to Customer's invoice.

Footnote 3: For any amount of ZRCs needed in excess of the MWs specified for a Planning Year, Customer shall reimburse Company for any and all costs or charges, incremental or otherwise, that Company shall incur on Customer's behalf to meet the FERC approved New Capacity Rules.

Footnote 4: Company's bilateral transaction is a qualified purchase option for Capacity in the form of up to 30 MW of ZRCs in Local Resource Zone 1. Customer understands that the option is qualified by the availability to the counterparty, as determined by the counterparty, of a Capacity resource at that time and is also subject to certain conditions associated with the implementation of the Minnesota Clean Power Plan, such that Capacity resource availability and specific conditions must be satisfied before the option is available for exercise. Subject to the terms of

this Agreement and Company's ability to acquire such Capacity under said bilateral option, Company grants an option to Customer, subject to the following qualifications and conditions related to the availability of the Capacity resource contained within Company's bilateral agreement, namely, the generation owner determining in a commercially reasonable manner within two months of the published date of the Minnesota Clean Power Plan and Company receiving notice from said generation owner that it has determined that it has extra Capacity available for sale between June 1, 2022 thru May 31, 2025. Upon Company notifying Customer that it has received a notice from the generation owner that it has extra Capacity available for sale, Customer will then have within fifty (50) days of Company's notification hereunder to determine whether Customer wants to exercise the option for the Capacity. If Customer timely exercises said Option after Company has notified Customer that the generation resource owner conditions have been satisfied, Company will sell such ZRCs to and Customer will purchase such ZRCs as further described in this Agreement. If under the Company's bilateral agreement, the generation owner determines that there is no available generation within two months of the published date of the Minnesota Clean Power Plan, then Customer will not have the ability to exercise the option to secure such Capacity from Company.

Footnote 5: Company's bilateral transaction is subject to a condition precedent, as the generation resource owner is building a new generation facility, so the counterparty has a time limited option to cancel Company's purchase prior to December 31, 2017, if the counterparty determines that the cost of the project is projected not to be in its financial interest, as determined solely by such counterparty, the counterparty may terminate the bilateral transaction, and this purchase would be null and void. Updated with 6th Amendment: As the counterparty did not exercise its time limited option to cancel, this condition precedent is no longer applicable, as Company received an acknowledgement from the counterparty that the counterparty's ability to cancel has expired.

Footnote 6: Customer, as the seller of the ZRCs, will designate Company to accomplish delivery of the ZRCs by submitting the appropriate transaction(s) in MISO's Module E capacity tracking system, or any successor system and Customer will not have sold or committed such ZRCs to another party. In the unlikely event that the ZRCs would not be available for Company to deliver on behalf of Customer, then Seller would be responsible for the positive difference, if any, obtained by subtracting the Contract Price from the price associated with any replacement ZRCs Company acquires and multiplying such amount (positive difference, if any) by the portion of the Quantity not delivered to Company. Company will issue an invoice for such amount accordingly.

Footnote 7. Company will submit these volumes (Purchases as a negative Qty and Sales as positive Qty) into the MISO Auction.



Public Utilities Commission

Agenda Request

MEETING DATE: May 28, 2024

TITLE OF ITEM: Property Coding Correction - Out of City Limits

ACTION REQUESTED: Direction Requested

ESTIMATED TIME (MIN): 4

SUBMITTED BY: Danny Loch, Finance Manager

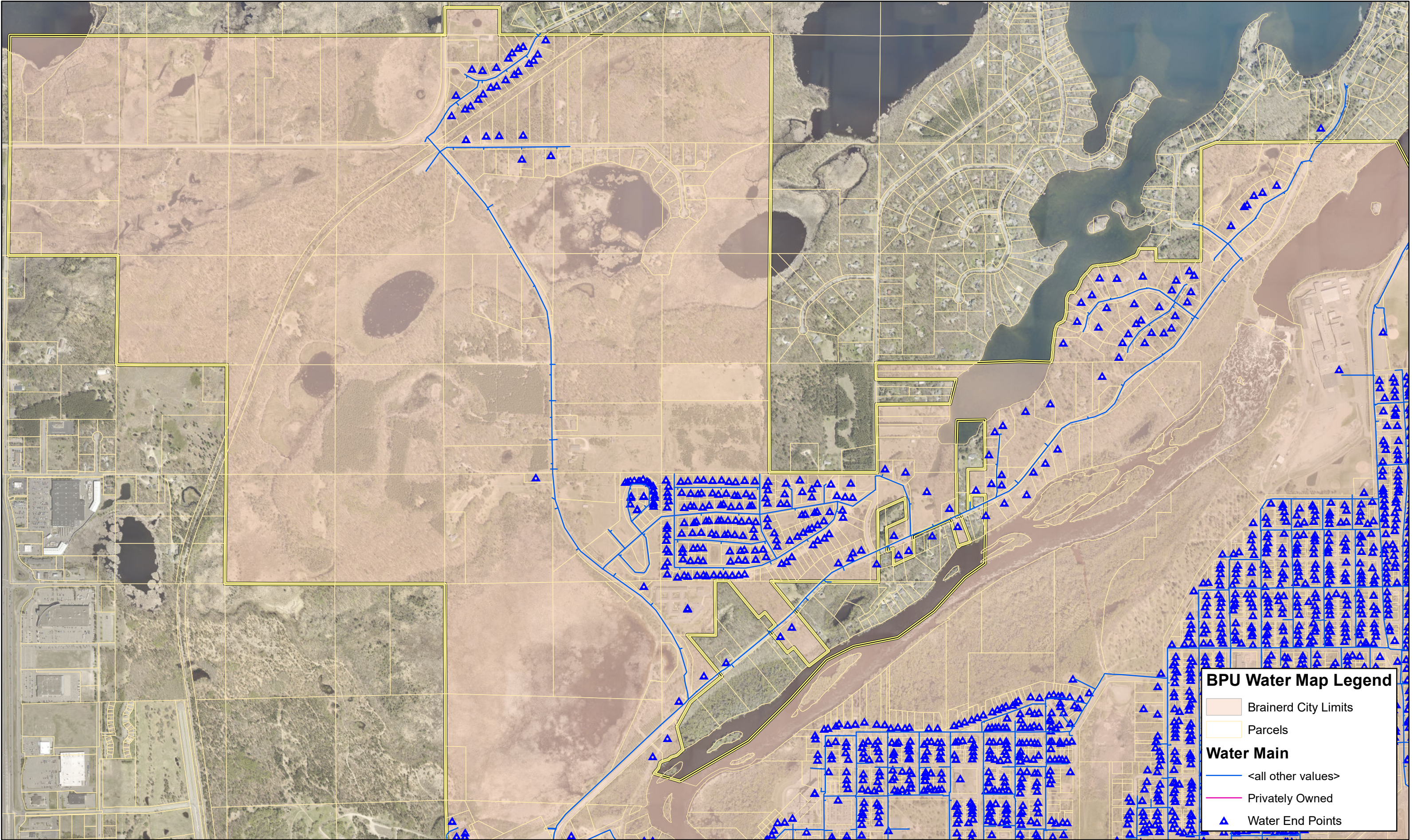
PRESENTER: Danny Loch, Finance Manager

SUMMARY OF ISSUE: It was determined during the audit of our billing records that a significant billing inconsistency occurred for one property outside the city limits. A review of the City limits and annexation records from the discussion at last month's meeting revealed one property on Riverside Drive is not being billed the 200% of our scheduled fees. The coding error could have been due to administrative oversight during data entry, an outdated system algorithm, or incorrect information provided at the time of the property registration. The consequences of this error have lead to under billing of this property's usage since 2017.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Attached are service area maps: one of the entire city limits, one of Riverside Drive and the other of the Airport extension.

RECOMMENDED ACTION/MOTION: As the origin of the error is unknown, staff recommend notifying the property owner during the month of June and beginning the proper coding in the system for the 200% rate beginning July 1, 2024 during the normal billing cycle.

FINANCIAL IMPACT:



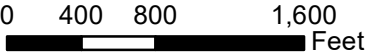
BPU Water Map Legend

- Brainerd City Limits
- Parcels
- Water Main**
 - <all other values>
 - Privately Owned
 - Water End Points



**BRAINERD PUBLIC UTILITIES
WATER MAP**

This map is intended for reference purposes only and is not a legally recorded map nor survey. Brainerd Public Utilities shall not be liable for any damages or claims that arise due to accuracy, availability, use, or misuse of the information herein pursuant to MN Statutes 466.03 Subd 21.



Date: 5/16/2024



BPU Water Map Legend

Brainerd City Limits

Parcels

Water Main

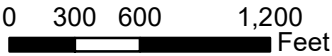
<all other values>

Privately Owned

Water End Points



**BRAINERD PUBLIC UTILITIES
WATER MAP**



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Date: 5/16/2024



Public Utilities Commission

Agenda Request

MEETING DATE: May 28, 2024

TITLE OF ITEM: Policy 2005-10 Update for Disconnected Services

ACTION REQUESTED: Approve/Deny Motion

ESTIMATED TIME (MIN): 4

SUBMITTED BY: Jana Pernula, Danny Loch, Finance Manager

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

SUMMARY OF ISSUE: See attached Memo regarding the suggested policy updates.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Staff recommend approving the updated policy 2005-10 "Disconnection of Service" and abolishing policy 2003-3 "Reconnect fees for Delinquent Accounts that have been Disconnected" as it is redundant.

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

Memorandum

To: BPU Commission

From: Jana Pernula – Business Office Manager, Danny Loch – Finance Manager

CC: BPU Management/Supervisors

Date: May 20th, 2024

Re: Reconnect fees review per customer request to Commission

It has been brought to staff's attention that there have been customer requests for clarification related to the reconnection fees charged by BPU. To clarify all policies, staff are in the process of reviewing all BPU policies over the next year.

Attached you will find our current policy on reconnect fees. Presently the approved charge is \$50.00 per service for accounts disconnected for non-payment. In reviewing other Minnesota utilities fees, the reconnect fees range between \$30.00 - \$100.00. The purpose of this fee is to cover the administrative costs and the cost of crews delivering door notices for past due services.

Staff would recommend that we remove/discontinue policy 2003-3 (attached) and refer to policy 2005-10, Disconnection of Service, which states all reconnects fees must be paid. Staff have also attached a copy of an updated/redlined draft of this policy for your review and approval. Customers can refer to the fee schedule on the website for the reconnect fee amount. This saves administrative time when a fee change occurs, the fee schedule is the only update required.

BRAINERD PUBLIC UTILITIES

POLICY NO. 2003-3

ADOPTED 10/28/2003

REVISED 10/30/07

ABOLISHED 5/28/2024

**RECONNECT FEES FOR DELINQUENT ACCOUNTS THAT HAVE BEEN
DISCONNECTED**

Brainerd Public Utilities will charge the following reconnection fees when an account has been disconnected for a non-payment delinquent bill.

Weekdays 7:00 a.m. through 3:30 p.m.	\$ 50.00
Weekdays 3:30 p.m. through 7:00 a.m.	\$150.00
Weekends and Holidays, all hours	\$150.00

BRAINERD PUBLIC UTILITIES

POLICY 2005-10

Adopted 01/01/86

Revised 12/06/05

Revised 11/24/15

Revised 05/2024

DISCONNECTION OF SERVICE

DISCONNECTION FOR NON-PAYMENT OF BILL

- A customer's account is considered delinquent if the current charges are not paid on or before the due date, to Brainerd Public Utilities (BPU) by the due date of the bill. IT IS ALWAYS THE CUSTOMER'S RESPONSIBILITY TO PAY BILLS IN A TIMELY MANNER AND IN FULL UNLESS OTHERWISE AGREED. The following procedures will be followed if the bill is not paid in full each month.
- The customer will be notified by their preferred method of notification of the delinquency, regular mail that he/she is delinquent. The customer will be given five (5) business days after the date of the delinquent notice mailing to pay the amount due, owing.
- If the customer does not respond to the delinquent notice they ~~he/she~~ will receive a disconnection notice delivered by their preferred method of notification, regular mail. The disconnection date will be scheduled for five (5) business days after the date of mailing the disconnection notice. If the disconnection notice is for a rental property, a copy of the notice will be sent to the landlord.
- If the customer does not pay the amount due on the disconnection notice in full, or make payment arrangements by the disconnect date, their service(s) will be disconnected.
- The customer may request a payment arrangement which will allow them ~~him/her~~ to pay their delinquent amount over a maximum of a three (3) month period. Current charges will also have to be paid by the due date each month. Customers failing to make scheduled payments, along with their ~~or current~~ monthly charges can be disconnected immediately. BPU has the right to refuse a customer's request ~~not allow a customer~~ to make an arrangement.
- Once a customer has been disconnected for non-payment or not complying with the payment arrangement, the service(s) will not be reconnected until the customer pays all the account charges and reconnections fees are paid in full. This includes current charges and a deposit if one has not been paid previously or if the paid deposit is not sufficient. ~~A reconnection fee for each service will also have to be paid.~~ Reconnection of service(s) is only done during ~~the~~ regular business hours of 7:00 a.m. – 3:00 p.m., Monday- Friday.
- Payment for disconnected accounts ~~that are on the disconnection list each week~~ must be made with cash, money order, or credit card. No checks will be accepted.
- All previously incurred bad debts to BPU must be paid in full or, arrangements made (at the discretion of credit/collections representative, make a payment arrangement.) when applying for electric service or your account is subject to disconnection.

MEDICAL CONDITIONS

BPU shall not discontinue electric service if such action will aggravate an existing serious illness of any person who is a permanent resident of the premise where service is rendered **IF** the customer complies with the following requirements regarding such illness.

- The illness must be certified to BPU by a registered physician on BPU's Physician's Certification of Illness form. The form must be filled out completely.
- Initial certification by the physician may be made by telephone if the completed form is forwarded to the utility within five days.
- Initial certification shall prohibit disconnection of service for thirty (30) days. Certification may be renewed by the customer for an additional thirty (30) days by providing another certificate to BPU. It is the customer's responsibility to provide a new certificate every 30 days. **Failure to renew the certificate entitles BPU to start disconnection procedures.**
- The customer cannot use their illness as a way not to pay their utility bill. The customer will be required to make a payment arrangement to pay their past due bill and keep the current charges paid.

DECEASED CUSTOMERS

When BPU discovers that a BPU customer is deceased, the utility service(s) will be disconnected 30 days after finding out of the death, if BPU is not notified by the executor of the estate; or if another person moves into the deceased's residence and does not transfer the utility bill into his/her name.

DISCONNECTION OF SERVICE WITHOUT NOTICE

BPU may disconnect service to any customer without further notice for the following reasons:

- In the event of unauthorized use, theft of power, and/or tampering (see Policy 2003-4) with BPU's equipment.
- In the event that a condition has been determined to be hazardous to the customer or other customers of BPU, BPU's equipment, or to the general public.
- When a customer is in violation of municipal, state, or national electric codes.
- When a customer has not complied with the requirements for application for service.

TAMPERING WITH ELECTRIC METER

Stealing electricity is dangerous and against the law. Tampering with any electric facility, including the meter box and its seals is dangerous. Anyone who breaks the seal and tampers with the meter exposes him/herself to the risk of electrocution. Per BPU Policy No. 2003-4 BPU will administer a zero tolerance program for unauthorized use of utility meters. BPU has the authority to bring civil or criminal action per MN Statute 325E.026.

BRAINERD PUBLIC UTILITIES

POLICY NO. 2003-3
ADOPTED 10/28/2003
REVISED 10/30/07
ABOLISHED 5/28/2024

**RECONNECT FEES FOR DELINQUENT ACCOUNTS THAT HAVE BEEN
DISCONNECTED**

Brainerd Public Utilities will charge the following reconnection fees when an account has been disconnected for a non-payment delinquent bill.

Weekdays 7:00 a.m. through 3:30 p.m.	\$ 50.00
Weekdays 3:30 p.m. through 7:00 a.m.	\$150.00
Weekends and Holidays, all hours	\$150.00

BRAINERD PUBLIC UTILITIES

POLICY 2005-10

Adopted 01/01/86

Revised 12/06/05

Revised 11/24/15

Revised 05/2024

DISCONNECTION OF SERVICE

DISCONNECTION FOR NON-PAYMENT OF BILL

- A customer's account is considered delinquent if the current charges are not paid on or before the due date. The following procedures will be followed if the bill is not paid in full each month.
- The customer will be notified by their preferred method of notification of the delinquency. The customer will be given five (5) business days after the date of the delinquent notice to pay the amount due.
- If the customer does not respond to the delinquent notice they will receive a disconnection notice delivered by their preferred method of notification. The disconnection date will be scheduled for five (5) business days after the date of the disconnection notice. If the disconnection notice is for a rental property, a copy of the notice will be sent to the landlord.
- If the customer does not pay the amount due on the disconnection notice in full, or make payment arrangements by the disconnect date, their service(s) will be disconnected.
- The customer may request a payment arrangement which will allow them to pay their delinquent amount over a maximum of a three (3) month period. Current charges will also have to be paid by the due date each month. Customers failing to make scheduled payments, along with their current monthly charges can be disconnected immediately. BPU has the right to refuse a customer's request to make an arrangement.
- Once a customer has been disconnected for non-payment or not complying with the payment arrangement, the service(s) will not be reconnected until the customer pays all the account charges and reconnections fees are paid in full. This includes current charges and a deposit if one has not been paid previously or if the paid deposit is not sufficient. Reconnection of service(s) is only done during regular business hours of 7:00 a.m. – 3:00 p.m., Monday- Friday.
- Payment for disconnected accounts must be made with cash, money order, or credit card. No checks will be accepted.
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Public Utilities Commission Agenda Request

MEETING DATE: May 28, 2024

TITLE OF ITEM: Fee Schedule

ACTION REQUESTED: Approve/Deny Motion

ESTIMATED TIME (MIN): 2

SUBMITTED BY: Danny Loch, Finance Manager

PRESENTER: Danny Loch, Finance Manager

SUMMARY OF ISSUE: Attached is the proposed updated fee schedule for 2024. This schedule shows the 2023 rates compared to the proposed 2024 rates. The electric rates were approved at a previous meeting. In the past, annually the Commission has adjusted the meter rates annually for the change in the cost to purchase each meter. The proposed schedule is updated for the increase in cost of each water meter size.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Staff recommend approving the fee schedule with the updated rates for 2024.

FINANCIAL IMPACT:

**BRAINERD PUBLIC UTILITIES
SCHEDULE OF FEES**

	<u>As of January 1, 2023</u>	<u>Proposed January 1, 2024</u>	<u>Change 2023 to 2024</u>
<u>Disconnect/Reconnect Electricity</u>			
7:00 a.m. - 3:00 p.m. (dropping lines, meter maintenance, etc)	No Charge	No Charge	
After hours Emergency Disconnect/Reconnect	No Charge	No Charge	
Temporary Service-If line is extended additional fees could be incurred	\$150.00	\$150.00	
7:00 a.m. - 3:00 p.m. - Foreclosures & Disconnected Delinquent Accounts	\$50.00	\$50.00	
After 3:00 p.m., Weekends, & Holidays-	\$150.00	\$150.00	
<u>Special Events</u>			
Service Charge (Additional charges could be incurred)	\$150.00	\$150.00	
Electric Meter Charge for each meter	\$24.25	\$24.50	\$0.25
kWh charge	\$0.1030	\$0.10437	\$0.00137
<u>Turn Off/On Water</u>			
7:00 a.m - 3:00 p.m.	No Charge	No Charge	
After hours Emergency Turn Off	No Charge	No Charge	
7:00 a.m. - 3:00 p.m. - Foreclosures & Disconnected Delinquent Accounts	\$50.00	\$50.00	
After 3:00 p.m., Weekends, & Holidays-	\$150.00	\$150.00	
<u>Tampering With Meter</u>			
Tampering Fee	\$350.00	\$350.00	
Additional Reconnect Fee	\$50.00	\$50.00	
3 month average deposit	Varies	Varies	
<u>Check Meter Reading (1 free within 12 mos - per customer)</u>	\$25.00	\$25.00	
<u>New Water Service-1" (main to curb stop) RESTORATION IS OWNER'S RESPONSIBILITY</u>	<u>Total Costs Incurred</u>	<u>Total Costs Incurred</u>	
<u>Water Main Tap</u>			
3/4" or 1" plus materials	\$300.00	\$300.00	
1 1/2" or 2" plus materials	\$600.00	\$600.00	
<u>Water Transmitter</u>	\$140.00	\$140.00	
<u>Water Meters</u>			
3/4" Iperl	\$225.00	\$235.00	\$10
1" Iperl	\$310.00	\$325.00	\$15
1 1/2" Omni-C2	\$1,875.00	\$1,935.00	\$60
2" Omni-C2	\$2,150.00	\$2,235.00	\$85
3" Omni-C2	\$2,740.00	\$2,820.00	\$80
4" Omni T2	\$4,755.00	\$4,910.00	\$155
<u>Bulk Water Sales</u>			
Service Charge	\$15.65	\$15.65	
Charge per 1,000 gallons	\$2.70	\$2.70	
Hydrant Meter Deposit - (Refundable)	\$1,000.00	\$1,000.00	
<u>Pole Attachments - annually per pole</u>	\$7.00	\$7.00	
<u>Security Lights - monthly per light</u>	\$12.00 + sales tax	\$12.50 + sales tax	
No charge to install if installed on existing pole			
<u>Oversize Loads</u>			
Under \$500 estimate	Full estimate before move	Full estimate before move	
Over \$500 estimate	\$500 + 50% of est. cost over \$500	\$500 + 50% of est. cost over \$500	
<u>BPU Equipment and Employees</u>			
Hourly Rate Per Employee	\$60/hr	\$60/hr	
After Hours Hourly Rate Per Employee	\$90/hr	\$90/hr	
Materials	Materials + 20% & sales tax	Materials + 20% & sales tax	
Truck	\$100/day	\$100/day	
Backhoe	\$45/hr	\$45/hr	
Generator	\$950/day + fuel	\$950/day + fuel	



Public Utilities Commission Agenda Request

MEETING DATE: May 28, 2024

TITLE OF ITEM: Service Territory Discussion

ACTION REQUESTED: Discussion Item

ESTIMATED TIME (MIN): 2

SUBMITTED BY: Danny Loch, Finance Manager

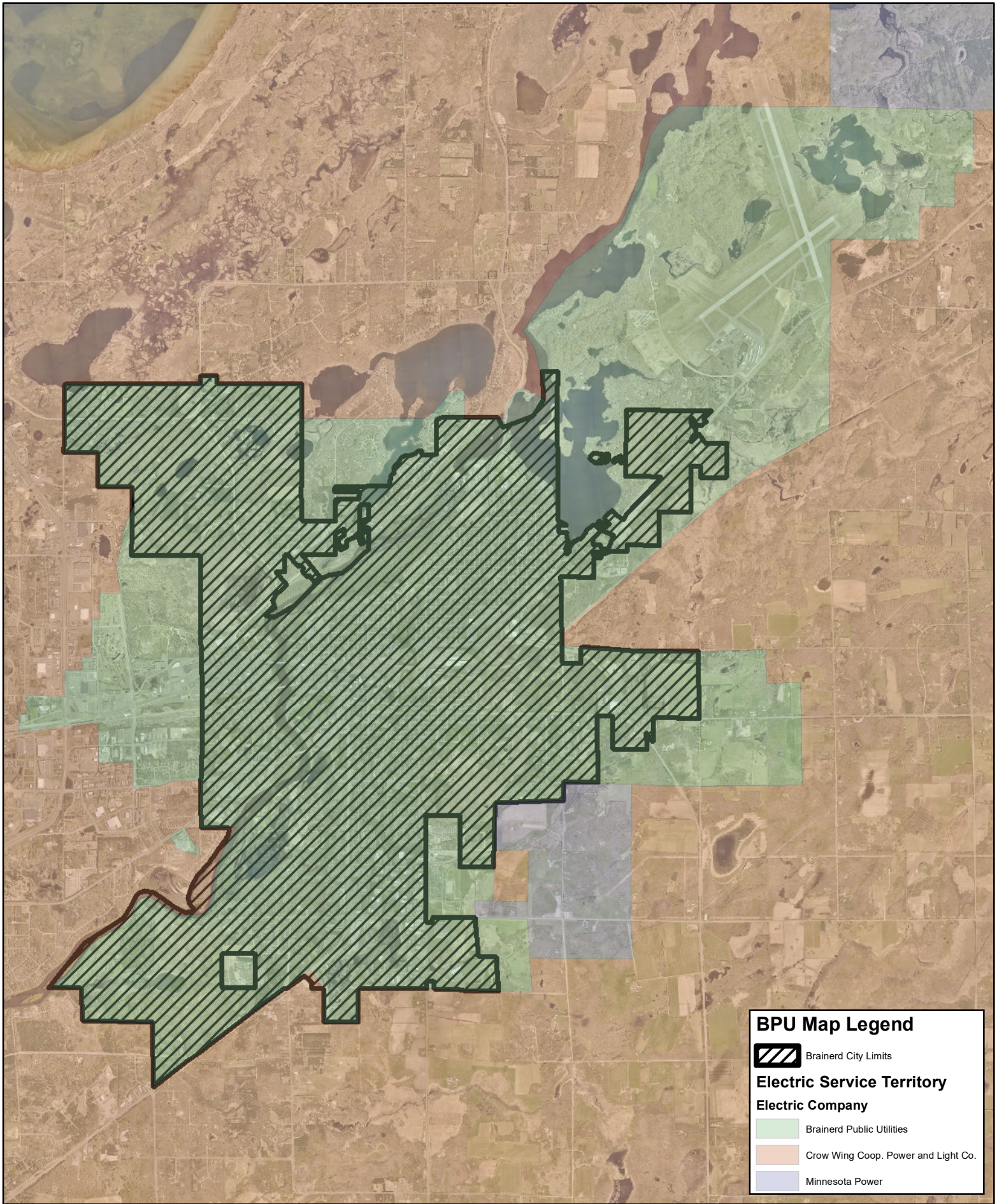
PRESENTER: Patrick Wussow, Interim Public
Utilities Director, Trent Hawkinson, Operations
Manager

SUMMARY OF ISSUE: Staff was asked to present the service territory areas that are served by the Commission. Attached are two maps, one that provides the electric service area and the other for water and sewer. Note our service area extends beyond the city limits of Brainerd.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION:

FINANCIAL IMPACT:



BPU Map Legend

 Brainerd City Limits

Electric Service Territory

Electric Company

 Brainerd Public Utilities

 Crow Wing Coop. Power and Light Co.

 Minnesota Power

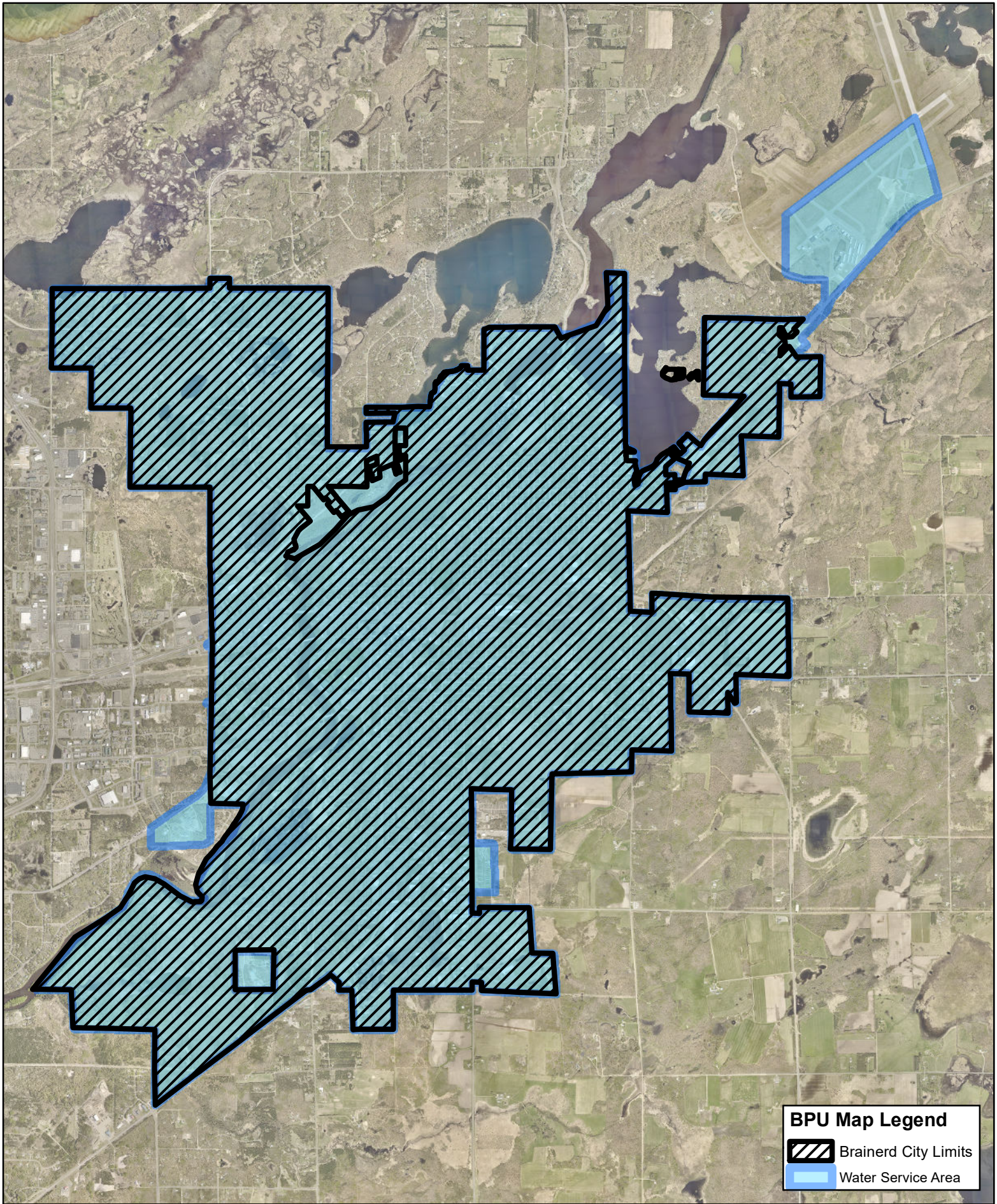


**BRAINERD PUBLIC UTILITIES
CITY LIMITS AND ELECTRIC SERVICE TERRITORY MAP**

This map is intended for reference purposes only and is not a legally recorded map nor survey. Brainerd Public Utilities shall not be liable for any damages or claims that arise due to accuracy, availability, use, or misuse of the information herein pursuant to MN Statutes 466.03 Subd 21.

0 1,500 3,000 6,000 Feet

Date: 5/21/2024



BPU Map Legend

	Brainerd City Limits
	Water Service Area



**BRAINERD PUBLIC UTILITIES
CITY LIMITS AND WATER SERVICE TERRITORY MAP**

This map is intended for reference purposes only and is not a legally recorded map nor survey. Brainerd Public Utilities shall not be liable for any damages or claims that arise due to accuracy, availability, use, or misuse of the information herein pursuant to MN Statutes 466.03 Subd 21.

0 1,500 3,000 6,000
Feet

Date: 5/21/2024



Public Utilities Commission

Agenda Request

MEETING DATE: May 28, 2024

TITLE OF ITEM: Main Lift Pumping Building Study

ACTION REQUESTED: Approve/Deny Motion

ESTIMATED TIME (MIN): 6

SUBMITTED BY: Danny Loch, Finance Manager

PRESENTER: Danny Loch, Finance Manager, Charlie Gammon, WWTP Supervisor

SUMMARY OF ISSUE: During the preliminary stages of the river crossing forcemain project there were discussions related to upgrades to the forcemain and main lift. As the project has progressed and the forcemain activity is being completed, staff want to re-focus on the the main lift required assessments. The approved 2024 budget included \$20,000 for a facility design study for main lift. The \$20,000 estimate was based on pre-covid numbers. The attached estimate includes updated estimated numbers of \$92,060. Cost increases are due to post-covid inflation. In the 2024 budget, there was a contingency built in of \$84,000.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Staff recommend moving forward with the attached estimated quote from Widseth for the Main Lift Station Design, with the excess of budget being paid for out of the budgeted contingency.

FINANCIAL IMPACT: \$92,060

May 2, 2024

Mr. Todd Wicklund
Brainerd Public Utilities
501 Laurel Street
Baxter, MN 56425

Brainerd/Baxter
7804 Industrial Park Road
Baxter MN 56425

218.829.5117
Baxter@Widseth.com
Widseth.com

**RE: *Proposal to Provide Preliminary Design Report- Facility Plan/Environmental Report
Brainerd Public Utilities Main Lift Station***

Dear Mr. Wicklund,

Widseth and HR Green are pleased to present this proposal for additional preliminary engineering services for the Brainerd Public Utilities (BPU)- Main Lift Station - Facility Plan.

Based on our joint discussions relative to the preliminary engineering phase, the work we've completed thus far, and the consensus to pursue Public Facilities Authority (PFA) financing, we understand your expectations are that our team will work with Brainerd Public Utilities to prepare a Facility Plan outlining the alternatives, costs, and timelines for PFA/MPCA review and financing. This forms the basis for the following scope of services:

Project Planning

- Utilize preliminary engineering work completed to date by Widseth/HR Green to supplement the drafting of a Facility Plan and associated Environmental Review in accordance with PFA requirements.
 - Develop a timeline for:
 - Registration of proposed project on the Project Priority List (PPL)
 - Execution of the Environmental Review process
 - Submittal of completed Facility Plan and ER to PFA and MPCA for approval
 - Submittal of application to be placed on the Intended Use Plan (IUP)

Funding Sources

- PFA Financing
- Possible Water Infrastructure Fund (WIF)
- Others as identified by Widseth/HR Green funding departments

Preliminary Design

Widseth/HR Green prepared an evaluation of the Main Pumping Station dated January 5, 2021. We are proposing to update and expand on this report based on our meeting with BPU on March 8, 2024.

- Site visit with BPU Staff to examine and discuss existing facilities
- Review the Main Lift Station and other immediately pertinent wastewater infrastructure and identify status of existing facilities
- Work with BPU to collect existing flow data. Meter existing flow for an extended period. (Metering is to be completed by others and is a cost that is in addition to this proposal)
 - Determine design period and design flow for the Main Lift Station
 - Determine growth capacity to meet future needs within the planning period
- Complete an Environmental Review of the project area

Proposal to Provide Preliminary Engineering Services- Facility Plan/Environmental Report
Brainerd Public Utilities - Main Lift Station

- Collect current wastewater enterprise financial information for BPU (current debt, revenues, operation, maintenance, and replacement cost)
- Update topographical survey and prepare an accurate site map
- Provide a schematic process layout from as-builts and site visit
- Provide an assessment of existing Main Lift Station conditions

Alternatives Analysis of 4 Options

1. New Dry Pit Lift Station
 - a. Re-purpose two existing wet wells in the current building
 - b. Built on same site south of the existing Main Lift Station Building
 2. Rehabilitate Existing Main Lift Station to current standards as dry pit style lift station
 - a. Two wet wells in current building
 - b. Building facility upgraded to current codes
 - c. Requires bypass pumping during construction
 3. New Submersible Pump Lift Station
 - a. Two wet wells in existing building
 - b. Built on same site south of Main Lift Station Building
 4. Rehabilitate Existing Main Lift Station to current standards as submersible pump lift station
 - a. Two wet wells in existing building
 - b. Building brought up to code
 - c. Requires bypass pumping during construction
- Prepare a preliminary project estimate for each option
 - Determine the pros and cons of each option
 - Meet with BPU to discuss each option
 - Discuss basis for recommended design
 - Move forward with two optimum options for additional review
 - Identify additional information needed (if any)

Further Analysis of Two Remaining Options

- Refine scope of work for two remaining options
- Revise preliminary project cost for two remaining options
 - Prepare present value cost analysis for the two remaining options
 - Identify non-monetary factors for the two options such as social and environmental aspects ***This will be covered in the Environmental Report in detail.***
- Revise pros and cons for the two remaining options
- Meet with BPU to discuss the two options
 - Identify the recommended option
 - Finalize the preliminary project estimate for the recommended project

Finalize Facility Plan and Environmental Report for submittal to MPCA and PFA

- Finalize Facility Plan and Environmental Report
- Submit Project Priority List (PPL) to PFA
 - Deadline March 7, 2025
- Submit Intended Use Plan (IUP) to PFA
 - If approved, deadline is June 6, 2025

Proposal to Provide Preliminary Engineering Services- Facility Plan/Environmental Report
Brainerd Public Utilities - Main Lift Station

The total fee we recommend being budgeted for the effort described in this scope of services will be billed on an hourly not to exceed basis for \$92,060.00 at the rates provided in our fee schedule that is in effect at the time of the work and at-cost for subconsultants which is included in this estimate. Our 2024 Widseth Fee Schedule and General Provisions of Professional Services Agreement are attached and are part of this agreement. The following table shows the proposed fees for the Brainerd Public Utilities Main Lift Station Facility Plan by task:

Task	Fee
Project Planning/Management	\$ 8,200.00
Preliminary Engineering/Environmental	\$26,100.00
Alternatives Analysis	\$20,160.00
Recommended Alternative	\$20,100.00
Facility Plan/ER Submittal/PPL-IUP Requests	\$12,500.00
Meter Consultant	\$ 5,000.00
TOTAL FEE	\$92,060.00

If you wish to have the Widseth/HR Green Team complete the preliminary engineering services outlined above, please sign below, and return a copy to our office.

Sincerely,

WIDSETH



William K. Westerberg, PE
Civil Engineer

Cc: Charlie Gammon, WWTP Supervisor

Attachments: General Provisions of Professional Services Agreement
2024 Widseth Fee Schedule

Proposal to Provide Preliminary Engineering Services- Facility Plan/Environmental Report
Brainerd Public Utilities - Main Lift Station

Proposed by Widseth Smith Nolting & Assoc., Inc.



David S. Reese, PE, VP
Widseth Smith Nolting & Associates, Inc.

Accepted by Brainerd Public Utilities

Todd Wicklund, Public Utilities Director

Date

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE

PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

2024 FEE SCHEDULE

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

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

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

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



Public Utilities Commission Agenda Request

MEETING DATE: May 28, 2024

TITLE OF ITEM: MESERB Invite

ACTION REQUESTED: Discussion Item

ESTIMATED TIME (MIN): 2

SUBMITTED BY: Danny Loch, Finance Manager

PRESENTER: Danny Loch, Finance Manager, Charlie Gammon, WWTP Supervisor

SUMMARY OF ISSUE: Staff would like to invite Commission and Liason to the MESERB 2024 Summer Conference June 13-14, 2024, at Arrowwood Lodge Baxter. See attached information.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION:

FINANCIAL IMPACT:

SUMMER 2024



MESERB

Minnesota Environmental Science
and Economic Review Board



2024 MESERB SUMMER CONFERENCE

JUNE 13-14, 2024

JOIN US FOR OUR ANNUAL TWO-DAY, IN-PERSON SUMMER CONFERENCE IN BAXTER, MN. THE CONFERENCE WILL FEATURE INFORMATIVE SPEAKERS, INTERACTIVE DISCUSSIONS, & AN OPPORTUNITY TO CONNECT WITH YOUR FELLOW MESERB MEMBERS.



**ARROWWOOD LODGE
AT BRAINERD LAKES**
6967 LAKE FOREST RD
BAXTER, MN 56425



REGISTER NOW!

RSVP AT

[BIT.LY/MESERBSUMMER24](https://bit.ly/meserbsummer24)



[WWW.MESERB.ORG](http://www.meserb.org)



FOR **QUESTIONS**, PLEASE
CONTACT COOPER SILBURN
AT **[CTSILBURN@FLAHERTY-
HOOD.COM](mailto:ctsilburn@flaherty-hood.com)** OR 651-259-1931.

MESERB 2024 SUMMER CONFERENCE AGENDA

THURSDAY, JUNE 13

10:00 a.m. - 10:45 a.m.	Check-in & Registration
10:45 a.m. - 11:00 a.m.	Welcome & Introductions
11:00 a.m. - 12:00 p.m.	MESERB Legal & Regulatory Update Join Daniel Marx and Cooper Silburn for a look back and ahead at the regulatory issues MESERB has been working on
12:00 p.m. - 12:30 p.m.	Lunch
12:30 p.m. - 1:15 p.m.	Wilmes Lake Alum Treatment Facility: Solving for Excessive Nutrient Loading Water Resources Project Manager Bridget Osborn will discuss the Wilmes Lake Alum Treatment Facility as she tells its story of partnerships, planning, and regional treatment. Construction began in the summer of 2023 and is expected to be complete in the summer of 2024.
1:15 p.m. - 2:00 p.m.	SIU Agreements & How to Update Them This presentation will walk members through the nuances of updating outdated SIU agreements in a quickly changing regulatory environment, accounting for newly designated hazardous materials and the responsibilities of cleaning them up.
2:00 p.m. - 2:15 p.m.	Break
2:15 p.m. - 3:00 p.m.	2024 Legislative Session Recap Discussion Flaherty & Hood Senior Attorney and Lobbyist Elizabeth Wefel will present on how the legislative session shook out for MESERB on regulatory and environmental issues.
3:00 p.m. - 5:00 p.m.	MPCA Presentation MPCA staff will provide updates from the agency on key regulatory developments including PFAS, biosolids, sulfate, total nitrogen, and other hot-button issues.
5:00 p.m.	Break & Hotel Check-in
5:30 p.m. - 6:30 p.m.	Cocktail Reception Connect with your fellow MESERB members over a cash bar and hors d'oeuvres.
6:30 p.m. - 7:45 p.m.	Dinner
7:45 p.m. - 8:30 p.m.	Networking Social & End of Evening Wrap up the evening with fellow attendees and enjoy time to connect and unwind.

FRIDAY, JUNE 14

8:00 a.m. - 9:00 a.m.	Breakfast
9:00 a.m. - 11:00 a.m.	MESERB Membership Meeting Meeting will include an overview of organizational priorities, a budget update, approval of dues, appointment of new officers, and more.
11:00 a.m.	Adjourn & Hotel Check-out

Memorandum

To: Mayor Badeaux, City Council, and Public Utility Commission

From: Nick Broyles, City Administrator

Date: May 22, 2024

Re: Update on Strike Contingency Plan

The City Council created the Strike Contingency Plan Committee at their April 22, 2024, City Council meeting. The Committee was created to review each department's preparedness if a strike were to occur. The Public Utility Department was chosen first as the IBEW Public Utility Union contract has expired and we have met the minimum timing when they could consider a strike vote. The Committee members are the City Administrator, Human Resources Director, two City Council members - Terry and Czczok, two Public Utility Commission members - Angland and Erickson, and the Interim Public Utility Director. Commissioner O'Day was chosen as an alternate.

The Committee has been meeting twice a week since April 30th. The first meeting on April 30th was used to clarify roles, organization, outcomes, and how to proceed. The second meeting was held on May 2, 2024, where Public Utility managers and supervisors were invited. They have attended all the meetings until recently as they needed time to finalize their reports. Since the first meeting, the Committee has met for one hour every Monday and Thursday for four weeks. The Committee received information and heard presentations from the Public Utility Finance/IT, Operations, Hydroelectric, Electrical, Water and Wastewater Divisions as well as Human Resources and Emergency Services staff. Staff have reached out to various industries in both the public and private sectors for potential assistance in the event of a strike. Contacts have included external groups such as Camp Ripley, other municipalities, regional power companies, public safety agencies, and engineering consultants and we have received varying degrees of potential support. The final report of this work group will be more detailed and will include requisite financial information.

During their presentations, staff provided a review of their division giving background, operations, risks, options, and recommendations to the Committee. The Committee provided general guidance on the presentation format, however, left the details to the staff given the short timeframe to prepare and compile each presentation. Each presentation provided the Committee with an opportunity to better define what the Committee was seeking. Staff are currently modifying their presentations into the recommended format. The goal of this Committee is the creation of a final document that will be used as a guideline should a strike occur. The final document should be substantially complete by the second week of June. The Committee continues to work toward that end. Some of the documents still needed are Standard Operating Procedures, which are currently being drafted (i.e. Water Treatment Plant operations). The Committee asked each functional area for written reports and staff has been responsive to Committee requests.

HR Director's Report to BPU Commission

May 22, 2024

Personnel:

- Two BPU Department employees were off from work intermittently this past month for non-work-related medical issues.
- Our fourth Mediation session with the IBEW Public Utility Union took place on May 8th with our fifth session scheduled for June 4th.
- A Strike Contingency Work Group was formed by the Council on April 22. The Work Group is comprised of the City Administrator, HR Director, two Council representatives and two Public Utilities Commissioners. The Work Group focused on the Public Utility Department first and will address all departments in the future. City Administrator Broyles has provided an update to the Commission which is attached as his May Commission Report.
- On May 17th, the City received notification from the Bureau of Mediation Services (BMS) that a petition was filed by the Brainerd Public Utilities Managers and Supervisors Association, Baxter MN, requesting certification as an exclusive representative for collective bargaining purposes. The City Council will conduct a Special Meeting on May 29th at 11:30 am to discuss the City's response to this petition.

Public Utilities Director Position:

GMP Consultants posted our Public Utilities Director job profile on April 26th. First review of applicants is scheduled for June 2, 2024. GMP will review the applications and complete their own interviews prior to providing the Work Group with recommendation on which applicants to interview. If we stay on schedule, we are hoping to conduct interviews mid-July. As of May 16th, GMP had received four applications.

Performance Evaluation Work Group:

The Performance Evaluation Work Group met on April 29th with City Administrator Broyles's providing his expectations for the group. The Work Group decided to meet every other week. The meetings were temporarily put on hold to focus on the Strike Work Group process and IBEW mediation and are expected to resume on June 18th. It was determined that any formal adjustments to our process or forms will be implemented after the 2023-2024 Performance Evaluations are completed.

Wellness Committee:

Our Wellness Committee applied for a SHIP grant through Crow Wing Energized in April with the hopes of funding the installation of a water bottle filling station in the front office at the Utility Department. The Wellness Committee received the grant and within two weeks had the filling station ordered and installed. This was at zero cost to the Wellness Committee's budget due to the knowledgeable and multi-talented staff we have in the Utility Department!

Our May Wellness Event will be a "Walk in the Park" on May 29 at Kiwanis Park.

Health Insurance Provider for 2025:

I was asked to assist the Better Health Collective (formerly known as Sourcewell) to complete their Request for Proposal (RFP) process for a health insurance administrator/provider. This RFP process must be completed at least every four years. As a result of that process, the Better Health Collective has decided to switch to Blue Cross Blue Shield of MN effective 1/1/25. A copy of the press release is attached. More details will be provided in the near future.

Discussion regarding Utilizing a City-Wide IT Department:

This discussion was temporarily put on hold to focus on the Strike Contingency Work Group duties.

May 22, 2024

Better Health Collective Awards Contract to Blue Cross and Blue Shield of Minnesota

New partnership aims to offer better rate stability and innovative health plan benefits



The Better Health Collective, an independent, state-certified government organization, provides high-quality group health insurance solutions to qualifying public entities in Minnesota. The Collective recently conducted an RFP for a health plan administrator and awarded the contract to Blue Cross and Blue Shield of Minnesota.

The Better Health Collective is thrilled to announce its new partnership with Blue Cross and Blue Shield of Minnesota (Blue Cross) which will bring its public entity members greater rate stability, increased transparency, and more choice. Effective January 1, 2025, Blue Cross will serve as the Collective's health plan administrator for all groups with January renewals. Groups with July renewals will start with Blue Cross on July 1, 2025. The four-year contract introduces an innovative plan design and provides access to an extensive network of health care providers.

"I am the most excited about bringing the strength of the Blue Cross organization to our 6,000+ members," said [Better Health Collective Board of Trustees](#) Chairperson, Scott Veronen. "Blue Cross is a leader in the health insurance industry, and we are very excited to partner with them. Blue Cross provides a cutting-edge approach to health care which will greatly benefit our members."

A rigorous selection process

Every four years, the Better Health Collective, which is sponsored and serviced by Sourcewell, conducts a Request For Proposal (RFP) for a health plan administrator to meet the evolving needs of its members. Blue Cross was awarded the contract following a meticulous, three-month solicitation process.

"We went through a very rigorous RFP process with three strong responses from three great companies," Veronen shared. "The scoring of the RFPs was very close with Blue Cross coming out on top."

The RFP evaluation committee, made up of Sourcewell risk management specialists and three Collective members, evaluated three within-scope proposals. Key assessment criteria included affordability, innovation, transparency, and collaboration. An outside actuarial firm also reviewed each proposal, providing insights for an impartial, strategic decision.

"This RFP process ensures the best care and costs for our members," Veronen added. "I would also like to thank HealthPartners for the many years of partnership, and the care we provided to our members through this partnership." HealthPartners previously served as the Collective's health plan administrator.

Expanding wellness while ensuring continuity

Blue Cross is set to further empower schools, unions, and other public entities to cultivate a culture of wellness. In addition to comprehensive insurance

coverage, members will have access to programs for mental health, chronic disease prevention, and other initiatives designed to support healthier living.

One standout feature of the new partnership is Coupe Health, a leading solution in health plan design. Coupe Health offers end users greater control and price certainty over health care choices. Using the Coupe Health mobile app or online portal, users can find health care facilities and providers, and see the cost of medical services upfront. This simplifies the search for care and empowers individuals to find and select low-cost, high-quality care.

While the health plan administrator is changing, Better Health Collective members will retain their current insurance plans with minimal administrative impact on benefits administrators. Plan components will remain largely the same, including billing, Smart Plans, Health Source Solutions, Progyny, Omada, and the WellRight portal. Enrolled members will gain access to a larger network of care providers and specialists, both in and outside of Minnesota.

About the Better Health Collective

The Better Health Collective, an independent, state-certified government organization, provides high-quality group health insurance solutions to public entities in Minnesota. Members receive comprehensive health coverage that offers rate stability and compliance, while their employees benefit from affordability, transparency, and choice. The Better Health Collective is open to Minnesota public entities with more than 25 enrolled employees. To learn more, visit the [Better Health Collective](#) online or contact your broker.



Public Utilities Commission Agenda Request

MEETING DATE: May 28, 2024

TITLE OF ITEM: Public Utilities Director Report

ACTION REQUESTED:

ESTIMATED TIME (MIN): 2 minutes

SUBMITTED BY: Patrick Wussow, Interim Public Utilities Director

PRESENTER: Patrick Wussow, Interim Public Utilities Director

SUMMARY OF ISSUE: Monthly update

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Attended Planning Commission meeting on May 15, 2024 (at the request of the Community Development Director) and City Council meeting on May 20, 2024. During both meetings, the VCV Interim Use Permit was discussed. The Planning Commission held a public hearing which did have numerous attendees related to VCV. They recommended denial to the City Council. The City Council delayed action for up to 60 days, to review noise that may be generated at this site due to this type of operation.

Roberts Property update – no legal description has been received from Roberts for the private sewer line on the land BPU has proposed purchasing. Our last communication was when Todd called them on May 1st, 2024.

BPU Staff have put a tremendous amount of time in on the newly created Strike Contingency Plan.

Friday, May 17th held a joint meeting with council President Kelly Bevens, City Council Liaison Czczok, City Hall Staff and BPU staff related to properties hooking up to City water and sewer. The conversation centered around properties outside the city limits. BPU staff was able to work with City Hall staff to update municipal boundaries and clarify who should be charged the 200% fee for being outside the city limits.

Working to clarify completed performance evaluations.

Attended meeting with representatives from JFK as they explained why they didn't obtain city building permits, fence permits, or City and State NPDES permits. They indicated they would come into compliance.

RECOMMENDED ACTION/MOTION: no action

FINANCIAL IMPACT: No Financial impact



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Brainerd Public Utilities Finance Managers Report May 28, 2024

Financial Reports

Preparation of the January – May financial statements has been delayed with the preparation of the audit, and work related to on-going projects.

2023 Audit

The audit has been completed and CLA will provide their report during the meeting. The report of the audit indicates an unmodified opinion on the financial statements, meaning the statements were presented fairly and materially correct.

Water Treatment Facility Reclamation and Backwash Project

Meetings have occurred with Bolton & Menk and on-going funding discussions related to the project and financing with the state. The project is progressing on schedule. In conjunction with this project the operations manual water plant project has been on-going and the 4 trips that were budgeted were reduced to 1. As was requested in the quoting process by the finance committee.

Wellhead Protection Plan

The final meeting for the plan was held on April 25. The plan has been submitted for the 60 day public comment period. As of the writing of this report, no comments have been received. A final presentation by Bolton & Menk is scheduled for the June meeting related to the report.

Credit Card Transaction Fees

This project is ongoing. As we prepare our quotes and receive additional information it is noted that the quotes received are not comparable or would provide the same level of service we receive presently i.e. if we change providers our customers are unable to see their usage online. Staff are considering the options received and will be working with the finance committee when information is available.

Streetlighting Project

Work has begun on the streetlighting cost analysis project and determinations related to streetlight billing. Current project phase is collecting information and determining cost options for personnel and truck use rates by hour for use by Utility Financial Solutions. Staff will have recommendations on updated rates and costing when the Streetlight Cost study is completed.

Crypto Mining Customers

Frontier energy has noted that the cryptocurrency miners are large enough they may opt out of BPU's local CIP program and manage their own program. Discussions occurred with Frontier Energy and JFK as it relates to their CIP attendance and rebate programs. If the miners opt out of the local program it will lead to a decrease in the 1.5% revenue required by the state and reduce BPU's expense requirement as well. Discussion on VCV will occur at the meeting.

Strike Workforce Group

Management has been working diligently to provide information requested and meet with the workforce group.



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Brainerd Public Utilities Operations Managers Updates May 28, 2024

South 7th Reconstruction Project

Street lighting conduit are installed on the S. 7th reconstruction project on Pine St, Rosewood St, Sycamore St, and Tamarac St. In addition to street light conduit at Tamarac, crews also have installed conduit for 3 phase primary and an extra conduit for future BPU fiber that is part of our Tamarac VFI project for this summer. We also removed the existing VFI basement and replaced it with a new primary cabinet to allow room for the new sidewalk. In the next two weeks we are planning to finish installing light conduit on Phase 1 at Quince Street. Crews will also be working on S 7th between Paul St and Wright St in preparation for removals in Phase 2. This work involves replacing old infrastructure that is buried at a shallow depth and placed right behind the old curb. The new installation will relocate the utilities to the back side of the ROW to avoid future conflicts and will upgrade the secondary feeds to five houses. In addition, staff will add extra conduit infrastructure to be able to add an extra transformer in the future to help serve future electrical growth on the block. Staff is working on getting a final street light layout configured for phase 2 to meet the city's Street lighting policy.

2024 Pole Inspection Report

Star Energy to perform our Pole audit. This is a procedure where we break our service territory into manageable sections to have our wood poles inspected for deterioration each year. The entire system will be inspected in the next 4 years. We review the results and prioritize pole replacement as needed to maintain a reliable infrastructure.

- 480 poles inspected.
- Priority replacement – 7 (*5 have been replaced already*)
- Pole rejects – 32 (*not immediate*) *this work will be done in 2024.*

Water Tower Maintenance (State Hospital)

The state hospital water tower will be out of service for up to two weeks for cleaning the interior and exterior of the tower. There will be an inspection of the tank and any repairs will be made as needed during this drawdown. This work is done through the Maintenance agreement with SEH.

Hydro Operations & Maintenance Incentive Program

The League of Minnesota Cities Insurance Trust team of, Julie Jelen LMCIT, Paul Helling MMUA and Jeff Fassett IEM Energy Consultants, Keith Willoughby (Marsh McLennan) conducted our O&M Assessment at the City of Brainerd Public Utilities, ("BPU"), hydroelectric power plant. This assessment targets proper operational procedures and preventative/predictive maintenance practices coupled with appropriate administrative oversight, which have been identified as being critical to the continued safe and reliable operations of power plants of this type. This is an annual assessment of this facility. Since 2015 we have had high marks from LMCIT team. This has allowed us to receive a 10% reduction in our insurance premiums. I will report their findings when its available.

Safety training

Staff have completed the annual pole top and bucket rescue training. This training is designed to simulate an injured electrical worker. Nine lineworkers completed both bucket and pole top rescue. Additionally, our maintenance mechanic, meter tech/ locator and meter service worker completed bucket rescue training. This training is designed to simulate a "MAYDAY" call into the repair office for EMS responses. Each staff member made a test "mayday" call in to the repair office, and the repair office staff trained on their check list of procedures for EMS response.

With recent events that occurred in Baxter related to the EV charger accident, I want to express gratitude for the professionalism and response of: Brainerd Fire, North Memorial Ambulance, North Memorial Air Care and Baxter Police Department in response to the electrical arch flash they responded to. As these dangers are present in our work it is a relief knowing that if an event were to happen the first responders in our local area have the experience and knowledge to respond to such incidents.

2040 Renewable Energy Legislation

New information is being presented to staff on the close of the legislative session. With this information staff and Interim Director are working with state representatives, MMUA, and NEMMPA (NE Minnesota Municipal Power Association) on the results and next steps for BPU. As information becomes available, we plan to engage all necessary stakeholders i.e. AEP.



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Brainerd Public Utilities Wastewater Managers Report May 28, 2024

Lift stations

Ongoing maintenance of wet wells, backup floats and generator testing, for the 17 lift stations continues. Replaced malfunctioning Controller at SW6th Lift station.

Wastewater treatment plant

Cleaned and inspected small-storage, On-call operator tested WWTF and lift stations SCADA alarms. Equipment maintenance is ongoing.

Biosolids

Land application was temporarily postponed from May 1 to May 12 due to adverse weather conditions. Met with contractors from Great Northern Environmental and Rice Lake to strategize load-out and mixing solutions. 907,752 gallons were applied to 10 approved application sites for spring land application.

Lab

Received results back from the MPCA Wastewater Compliance and Enforcement Inspection from March 2024. Corrective actions were taken on the 3 items in question. MPCA conducted Laboratory On-Site Evaluation May 7, 2024, awaiting the evaluation report. Taking corrective actions on items that were discussed during the inspection. Sent Electronic Daily Monitoring Report (eDMR) in with corrective actions. Wet test sampling passed. Sampled 2- plant copper and 1- biosolids copper and sent to Minnesota Valley Testing Lab. Ongoing: Mercury Minimization Plan, Copper Minimization Plan. Met with Baxter on site locations to sample for PFOS/PFAS. Ongoing delegation with Brainerd Significant Industrial Users and Categorical Industrial Users.

Drinking Water

Collected MDH 15 required drinking water samples throughout the Brainerd distribution system for coliform and e-coli, with the addition of on-site testing the Total Chlorine, Free Chlorine, Phosphate. Sampled 15 coliform and e-coli at the water plant with the addition of on-site testing the Total Chlorine, Free Chlorine, Phosphate. Responded to 7 residential drinking water concerns. Flushed hydrants at bowling Alley, Circle Pines Apartments. Sent samples for Alkalinity, Calcium, and pH on 10 sites throughout distribution system to MDH Laboratory. Distributed 60 scheduled Lead and Copper bottles to residents in the program.

River crossing

Finalizing landscaping on the Baxter side and completing the road project on the Brainerd side of the Mississippi River. Pay application 5 was included in the consent agenda.

Generators

Test ran Evergreen Lift, Main Lift, SW 6th Lift, portable 25KW, 150KW, 45KW and both plant generators. Added fuel where needed.

Personnel

Jason Gage completed the biosolids land application course work and passed the examination on 5/9/24.



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Brainerd Public Utilities Water Production Department Report May 28, 2024

April 2024 Water Pumping Statistics

Water pumped to North distribution system was 27.842 MG for an average of 0.928 MGD. Water pumped to South distribution system was 4.315 MG for an average of 0.143 MGD. Chemical usage averages for the month: 1.71 gallons of fluoride per day, 8.395 gallons of caustic soda per day, 2.4 gallons of orthophosphate per day, 11.5 pounds of chlorine per day. Five filter backwash events using an average of 0.348 MG per event.

Baxter Public Works

We had communication with Baxter Public Works related to their municipal well rehabilitation project and the necessity of running their interconnect pump station to fill their elevated storage tanks. Thursday May 2, 2024 they started the interconnect pump at 8:00 am and turned it off at 11:45 am. Usage was approximately 300,000 gallons.

Wells

Water levels and pumping performance are stable during weekly evaluation events. Flow meters for wells 4 and 6 were replaced on May 8, 2024.

Filtration Plant

Operating efficiently; all controls and valve operators functioning properly. Received all of the new plant valve actuators and adapter hardware from the most recent order.

Corrosion Control

Chemical feed pumps for feeding orthophosphate solution to the water distribution system are working well and we are finding good results testing at various locations in the distribution system.

Booster Pump Stations

Riverside booster station and Lum Park booster station continue to operate effectively. Met with representative from Quality Flow Systems about pump and piping improvements at Riverside Booster and they will give us a quote.

Bolton and Menk consulting for Reclaim Tank Project

Brief conversations with and visits from the B&M team to gather information on various details about site conditions and location of the tank.