



# BRAINERD PUBLIC UTILITIES

8027 Highland Scenic Rd • P.O. Box 373 • Brainerd, Minnesota 56401

**Business Office:** 218.829.8726 ■ **Repair Service:** 218.829.2193

www.bpu.org

## BRAINERD PUBLIC UTILITIES

### AGENDA FOR REGULAR MONTHLY OF MAY 30, 2023

**9:00 AM, COMMISSION ROOM, BPU SERVICE CENTER, 8027 HIGHLAND SCENIC ROAD**

1. Call to Order
2. Roll Call – Angland \_\_\_\_, Johnson \_\_\_\_, Matten \_\_\_\_, O'Day \_\_\_\_, Wussow \_\_\_\_
3. Pledge of Allegiance
4. Consent Agenda
  - A. Approval of Minutes for Regular Monthly Meeting of April 25, 2023
  - B. Approval of the Current Month's Bills
  - C. Approval of Agenda
  - D. Approval of Pay Request No. 18 Received from Magney Construction for \$256,311.80 for Water Tank Storage Project (see Attached Payment Application)

Recommended Action: Roll Call Motion to Approve Consent Agenda Items A - D.

5. Public Forum – Time allocated for customers to bring matters not on the agenda to the attention of the Commission – Time limits may be imposed.
6. Commission Committee Reports
  - A. Personnel
  - B. Finance
7. Unfinished Business
  - A. See Attached Separate Memo Regarding Update on Unfinished Business Items
8. New Business
  - A. Water Corrosion Control Discussion Presented by Paul Saffert, PE, Bolton & Menk
  - B. Approval of Final Electric Rate Design Recommendations
  - C. Approval of Cost of Service and Rate Design Study for Water and Wastewater Treatment by Utility Financial Services for a Total Cost of \$25,500
  - D. Approval of Large Industrial Power Agreement Between BPU Commission and Just For Krypto, LLC
  - E. Approval of 14<sup>th</sup> Amendment to Market Based Rate Full Requirements Agreement with AEP.
  - F. Accept the Following Retirements: Randy Villnow, Custodian/Groundskeeper/Stores Clerk, Effective June 8, 2023; Diane Mahady, Hydro Operator, Effective June 30, 2023; Mark Levig, Hdoro Lead/Relief Operator, Effective June 30, 2023
  - G. Recommend to Council the Job Descriptions for Following Positions: Finance Manager, Business Office Support Specialist, and Facilities Custodian
9. Reports
  - A. City Administrator
  - B. City Council Liaison
  - C. Public Utilities Director
  - D. Commission Members – Future Agenda Items

10. Adjourn to Joint Meeting with Brainerd City Council on June 26, 2023, at 6:00 PM at the Council Chambers.



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The regular meeting of the Brainerd Public Utilities Commission was held at 9:00 AM on April 25, 2023.

Commission President Wussow called the meeting to order.

## Commission Roll Call

Mike Angland – Present

Tad Johnson – Present

Patrick Wussow – Present

Mark O'Day – Present

Dolly Matten – Present

## Utility Staff Present

Finance Director

Operations Manager

Wastewater Supervisor

Accounting Supervisor

Recording Secretary

Water Crew Chief

Water Service Worker

Todd Wicklund

Trent Hawkinson

Charlie Gammon

Jana Pernula

Mandy Selisker

Jason Engholm

David Nelson

## Others in Attendance

City Administrator

HR Director

City Liaison

Clifton Larson Allen, LLP (CLA)

Jennifer Bergman

Kris Schubert

Jeff Czczok

Mary Reedy

Commission President Wussow opened the meeting with the Pledge of Allegiance.

## Approval of Consent Items

**Motion by Commissioner Johnson and seconded by Commissioner O'Day to approve the minutes from the March 28, 2023, regular monthly meeting, approval of current month's bills, approval of the agenda and approval of Pay Requests No. 16 and No. 17 received from Magney Construction for \$424,195.21 and \$94,943.00, respectively, for Water Tank Storage Project. There was a unanimous roll call vote in favor of the motion. Motion carried.**

## Public Forum

None

## BRAINERD PUBLIC UTILITIES COMMISSION MEETING

April 25, 2023

### Commission Committee Reports

#### Personnel

- None

#### Finance

Commissioner Johnson reported the finance committee met to review the Representation Letter and draft of the Audit Report from CLA. Johnson reported both looked good and were approved by the committee with reliance being placed on CLA and Finance Director Wicklund relating to bond pension funds to ensure those are conforming with current accounting principles.

#### **Unfinished Business**

- See related staff report.

Additional discussion included:

- Hydro Automation
  - Staff requested more concise cost estimates on options 1 and 3 selected by the Commission and staff will work with Barr Engineering to get that information for the May or June Commission meeting.
  - The process of obtaining the 40-year license from FERC is close to completion.
  - Audit of the Hydro facility occurs every five years and was projected for the Fall of 2023, however, BPU is in the process of filing an extension which will likely push it into 2024.
- Crypto Mining Projects
  - JFK
    - Several BPU staff toured the building on Kitty Hawk Drive.
    - Pricing information is currently being provided to JFK with various length terms.
    - Finance Director Wicklund stated he communicated that their contract, including deposit, needs to be finalized prior to signing any pricing agreement greater than one month.
    - Market energy prices have been down this spring but with the start of summer prices are expected to rise.
  - VCV
    - Currently working on designing of building on the north lot in the Industrial Park.
    - BPU to limit load to 25 MW for VCV.

#### **New Business**

- 2022 Audit Presentation by Mary Reedy, Principal with Clifton Larson Allen, LLP (CLA)
  - See board packet for 2022 Financial Report

**Motion by Commissioner Johnson and seconded by Commissioner Angland to approve and accept the 2022 Financial Audit as presented. There was a unanimous vote in favor of the motion. Motion carried.**

- Consideration of Electric Cost of Service and Rate Design recommendations prepared by Utility Financial Services (UFS).
  - Presentation given by Dan Kasbohm on potential rate design options.
    - See the Board packet for presentation and related memo.
  - Discussion included:

## BRAINERD PUBLIC UTILITIES COMMISSION MEETING

April 25, 2023

- Design and projections presented included both with and without industrial load (Crypto Mining) business.
- The proposed Cost of Service included a three-year option to increase to target base charge.
- Finance Director Wicklund reported that the last study Cost of Service Study was done in 2017.
- Consensus of the Commission was to remove the Crypto load, review raw data and consider adjustments based on current rates, loads, and expenses. It was noted that the current load of the two Crypto mining accounts is unpredictable and not ideal for rate adjustments and projections.
- Recommendations included:
  - Revenue increase of approximately 1.0% in 2023.
  - Bond issue of \$2.0 million in 2024 to support capital program.
  - Adjust monthly charges towards cost of service.
  - Ability to reduce class to class subsidies utilizing a bandwidth of +/- 1.0% (no customer class will see an increase less than 0% or over 2.0%)

**Motion by Commissioner O'Day and seconded by Commissioner Johnson to exclude Crypto from all rate design projections and proceed with a 1 - 1 ½% overall increase to be divided among all rate classes. There was a unanimous vote in favor of the motion. Motion carried.**

- Public Utilities Work Group Report
  - See board packet for work group reports from April 12 and April 20, 2023 meetings.
  - HR Director Kris Schubert reviewed the recommendations that came from the Public Utilities Work Group:
    - Interviews were conducted with three internal applicants. Applicants were ranked and the recommendation from the work group was to offer the new Public Utilities Director position to Todd Wicklund effective May 2, 2023.
      - The offer was extended to Wicklund at his current rate due to the current compensation and classification study with Flaherty & Hood, P.A. and to not further complicate the pay equity results until the study is complete. Wicklund agreed with the offer with the caveat that he would like to maintain his fully paid health insurance. The work group agreed with this offer.
    - The Finance Manager (or appropriate title) position would need to be created and is being evaluated within the compensation and classification study to be able to start the hiring process for this position.
    - The current Superintendent and Finance Director positions are being eliminated with this action pending Commission recommendation and Council approval on May 1<sup>st</sup>, 2023. Positions would be eliminated as of May 2, 2023, which would then result in the termination of Mr. Magnuson following his paid administrative leave which began April 19<sup>th</sup>, 2023.
    - A severance package in return for a full release of claims was proposed by the work group to include six months' salary in addition to the payout of his accrued, unused sick leave balance. As part of a regular separation of service for an

## BRAINERD PUBLIC UTILITIES COMMISSION MEETING

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employee in good standing, Mr. Magnuson will also receive his accrued, unused vacation time in addition to the proposed severance package.

**Motion by Commissioner O'Day and seconded by Commissioner Matten to recommend to City Council the appointment of Mr. Todd Wicklund to the Public Utilities Director effective May 2, 2023 at his current wage and to continue his fully paid health insurance, create a BPU Finance Manager (or appropriate title) position and start the hiring process, eliminate the BPU Superintendent and BPU Finance Director/Secretary positions, terminate Mr. Scott Magnuson effective May 1, 2023 and recommend approval of a severance agreement for Mr. Magnuson passed on the terms identified in the Public Utilities Work Group's recommendation. There was a unanimous vote in favor of the motion. Motion carried.**

- Discussion included:
  - Commissioner Angland inquired about what it means after the restructuring and how does that (Finance) department look and noted it would be helpful to know what the organization chart looks like and how it works with our existing staff. Angland also inquired on who is taking on the day to day of Mr. Magnuson's responsibilities.
    - HR Director Schubert replied that Scott is leaving in good standing, hence why the staff is working with him on the separation agreement. Mr. Magnuson didn't do anything wrong; staff ultimately decided to go in a different direction.
  - Commissioner Johnson commented on several items:
    - Severance package seems large for being at no fault.
    - Assumed as of the last meeting that the restructuring meant finding positions to relocate existing employees to within the next level rather than terminations.
      - City Administrator Bergman answered by reviewing the process originally requested and then further discussing the goals of the restructuring of the organizational chart.
        - BPU requested looking at two top positions, with the consensus and recommendation of Flaherty and Hood, P.A and the Public Utilities Work Group to go to one top position. The work group worked through applications and interviews and made a recommendation. The discussion on that next level of leadership including Operations Manager, Wastewater Supervisor, etc. has occurred but lies in what does the new Public Utilities Director and the Commission want that structure to look like and that is where staff is currently. The Water Supervisor position may or may not be an available position once the organizational chart has been reviewed by the Public Utilities Director based on the needs of the department.
    - How is this being communicated to all staff.
      - City Administrator Bergman reviewed their communications through this process; BPU Commission President Wussow, HR Director Schubert and City Administrator Bergman met with Mr. Magnuson following the work groups recommendations. A meeting was then conducted with BPU supervisors, followed by an email to all BPU staff.

## **BRAINERD PUBLIC UTILITIES COMMISSION MEETING**

**April 25, 2023**

- Commissioner Johnson reiterated that he wants to make sure that all workers are informed, on board, and aware of the situation and the benefits that will come from it as agreed on by all parties involved. What is the plan to get the staff on board?
- Commissioner Angland inquired from a communications standpoint, what is the best way to communicate with BPU staff.
  - Finance Director Wicklund noted that once all recommendations have been approved to have a meeting to discuss.
- BPU Water Service Worker, David Nelson, commented that the best way to communicate to BPU staff would be a meeting.
  - Johnson reiterated that BPU will have an all-employee meeting. Finance Director Wicklund agreed.
- Commissioner Matten recapped the flow chart presented at the previous meeting and removing the individuals to focus on the positions noting potentially four divisions; Finance, Electric, Water, and Wastewater and this restructure giving clarity to who is giving direction within each department. Additionally, Matten noted, it was communicated that through this process that the intention was to eliminate the Superintendent position regardless of who was promoted to the new position.
- Commission President Wussow commented that Wicklund has chosen to delay his retirement and regarding the severance package, upon leaving employment employees under certain conditions may be eligible for the balance of their vacation and sick leave, which is part of the balance. Commission O'Day and Wussow mentioned the City has had prior situations that have ended in severance packages as well.

### **City Administrator Report**

City Administrator Bergman reported on the following:

- City Council discussed three parks and potential development of those which include Trailside, portions of Buffalo Hills, and Gustafson Parks. Discussion will continue with the Park Board.
- BPU Banner Policy was reviewed and noted by City Council.
- Safe Routes to School – Harrison is a project that will be occurring this summer. The project is currently out for bids with a May 5<sup>th</sup> deadline.
- Sealcoat project was awarded to Asphalt Surface. This will be for College Drive and South 4<sup>th</sup> from College Drive to Willow.
- City Council authorized Christmas Lights with the decision to just put them downtown.
- Dunmire's property was reviewed by the Council and the decision was made to annex the property into the City of Brainerd and then also detach a portion of his property, which may be used for mini storage. Mini storage is not allowed in that part of the City of Brainerd. All parties seemed agreeable.
- John Davis was promoted as the new Police Chief which left the Deputy Chief position open. Tony Runde was hired into this position with a June 3<sup>rd</sup> effective date.

### **City Liaison Report**

City Liaison Czczok reported on the following:

- Expressed concern based on the prior Bolton & Menk report regarding the copper limit.
  - Wicklund reported that different materials can be used inside homes. From the curb stop to the meter is still mandated as copper but may need to be reviewed for future projects.

## **BRAINERD PUBLIC UTILITIES COMMISSION MEETING**

**April 25, 2023**

- Wussow noted that from the presentation, he took away that the newer developments did not have a concerning amount of copper.
- BPU Commission and City Council joint meeting is still outstanding and am hoping to see that coming soon.
  - City Administrator Bergman noted that target dates will be for June or July but will need to work internally to schedule.

### **Finance Director's Report**

- See related report.
- The City is nearing the payout timeline for the IAFF lawsuit settlement and per the Commissions prior approval, BPU will be issuing a loan payment of \$1,000,000 at 3% interest for 10 years to the City. City Staff have indicated that they are hoping the payoff can be sooner than 10 years. Payout will occur in the next few days.

### **HR Director's Report**

- See related report.

### **Commission Members – Future Agenda Items**

- Commissioner Wussow reported on:
  - May 11<sup>th</sup> will be the next meeting of the Wastewater Treatment Plant (WWTP) Joint Management Board.
  - MMUA Conference is in Duluth on August 21-23.
- Commissioner Matten reported on:
  - Commissioner Angland and Matten attended the recent Bolton & Menk copper presentation. Matten reported it was good information and would like to for the board to be a part of this. Bolton & Menk are currently working on putting together numbers on their options to review.
    - Matten would like to see a brief update or presentation included with the May 30<sup>th</sup> meeting.
  - June 12<sup>th</sup> was noted as a potential joint BPU Commission and City Council meeting date.
- Commissioner Angland inquired on:
  - Ribbon cutting for the Airport Solar Project
    - Operations Manager Hawkinson noted that AEP would need to be involved and he will take this as an action item.

Next Board meeting is scheduled for May 30, 2023.

### **Adjournment**

**Motion by Commissioner Matten and seconded by Commissioner Angland to adjourn the meeting.**  
**Motion carried at 10:46 AM.**

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Patrick Wussow, Commission President

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Todd Wicklund, Commission Secretary



Brainerd Public Utilities, MN

# Check Report

By Check Number

Date Range: 04/21/2023 - 05/25/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP2-BREMER BANK</b>						
02025	CITY OF BRAINERD	05/01/2023	EFT	0.00	1,000,000.00	134
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">04/28/23-IAFF LO</a>	Invoice	04/28/2023	LOAN FOR IAFF LAWSUIT	0.00	1,000,000.00	
	<a href="#">3.1.1333</a>		Intergovernmental Receiv		1,000,000.00	
00140	AEP ENERGY PARTNERS, INC.	05/17/2023	EFT	0.00	948,168.50	136
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">175-21429485</a>	Invoice	05/15/2023	Invoice Period: 04/01/23-04/30/23	0.00	948,168.50	
	<a href="#">1.5.11.210</a>		Purchased Power		948,168.50	
10095	AEP ONSITE PARTNERS, LLC	05/17/2023	EFT	0.00	78,472.91	137
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">419-21429372</a>	Invoice	05/15/2023	Invoice Period: 04/01/23-04/30/23	0.00	78,472.91	
	<a href="#">1.5.11.210</a>		Purchased Power		78,472.91	
00152	Truist Governmental Finance	05/25/2023	EFT	0.00	38,868.75	139
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">99230000940000</a>	Invoice	05/25/2023	LOAN #992300009400001 - BOND 2017A	0.00	38,868.75	
	<a href="#">1.2.1711</a>		Accrued Interest Payable		25,593.75	
	<a href="#">4.2.1711</a>		Accrued Interest Payable		13,275.00	
09535	U.S. BANK ST PAUL	05/25/2023	EFT	0.00	53,535.00	140
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">2275743</a>	Invoice	05/25/2023	Account # 0018106NS - SERIES 2014A	0.00	53,535.00	
	<a href="#">4.2.1711</a>		Accrued Interest Payable		53,535.00	
00504	AUTOMATIC SYSTEMS CO	04/21/2023	Regular	0.00	2,684.50	80137
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">35341S</a>	Invoice	04/21/2023	PROGRAMMING FOR 2 BAXTER FLOW ME	0.00	2,684.50	
	<a href="#">3.5.11.240</a>		Maintenance - Equipmen		2,684.50	
10226	FPH MORRIES LLC	04/21/2023	Regular	0.00	936.07	80138
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">20335</a>	Invoice	04/21/2023	CHECK ENGINE/TCM REPAIR - F #2013	0.00	936.07	
	<a href="#">2.5.21.240</a>		Maintenance - Equipmen		936.07	
10140	Brainerd Lakes Regional Airport	04/26/2023	Regular	0.00	3,993.75	80142
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">0423BPU</a>	Invoice	04/26/2023	GROUND LEASE Q2 2023	0.00	3,993.75	
	<a href="#">1.5.31.480</a>		Interest Expense		3,993.75	
06247	MN DEPARTMENT OF LABOR & INDUSTRY	04/26/2023	Regular	0.00	50.00	80143



## Check Report

Date Range: 04/21/2023 - 05/25/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">04242023-D.NEL</a>	Invoice	04/26/2023	2C CLASS-BOILER ENGINEER EXAM APP-D	0.00	50.00	
	<a href="#">2.5.21.440</a>		License/Taxes/Permits		50.00	
00735	BEST OIL COMPANY	05/01/2023	Regular	0.00	1,889.10	80152
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">4380</a>	Invoice	05/01/2023	GAS	0.00	1,203.60	
	<a href="#">1.5.21.320</a>		Motor Fuels & Lubricants		722.16	
	<a href="#">2.5.21.320</a>		Motor Fuels & Lubricants		240.72	
	<a href="#">3.5.11.320</a>		Motor Fuels & Lubricants		240.72	
<a href="#">4381</a>	Invoice	05/01/2023	DIESEL	0.00	685.50	
	<a href="#">1.5.21.320</a>		Motor Fuels & Lubricants		411.30	
	<a href="#">2.5.21.320</a>		Motor Fuels & Lubricants		137.10	
	<a href="#">3.5.11.320</a>		Motor Fuels & Lubricants		137.10	
02002	CITY OF BAXTER	05/01/2023	Regular	0.00	964.96	80153
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">007335-000-04/1</a>	Invoice	05/01/2023	STORMWATER - ACCT# 007335-000	0.00	964.96	
	<a href="#">1.5.31.440</a>		License/Taxes/Permits		192.99	
	<a href="#">2.5.31.440</a>		License/Taxes/Permits		192.99	
	<a href="#">3.5.11.440</a>		License/Taxes/Permits		578.98	
02210	CLIFTON LARSON ALLEN, LLP	05/01/2023	Regular	0.00	11,550.00	80154
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">3667524</a>	Invoice	05/01/2023	PROGRESS BILLING #3 FOR 2022 AUDIT	0.00	11,550.00	
	<a href="#">1.5.31.285</a>		Consulting Services		5,775.00	
	<a href="#">2.5.31.285</a>		Consulting Services		2,310.00	
	<a href="#">3.5.31.285</a>		Consulting Services		2,310.00	
	<a href="#">4.5.31.285</a>		Consulting Services		1,155.00	
02716	CROW WING COUNTY	05/01/2023	Regular	0.00	225.00	80155
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">40080712-2023</a>	Invoice	05/01/2023	PROPERTY ID: 40080712	0.00	25.00	
	<a href="#">3.5.11.440</a>		License/Taxes/Permits		25.00	
<a href="#">40170601-2023</a>	Invoice	05/01/2023	PROPERTY ID: 40170601	0.00	25.00	
	<a href="#">1.5.31.440</a>		License/Taxes/Permits		25.00	
<a href="#">41040856-2023</a>	Invoice	05/01/2023	PROPERTY ID: 41040856	0.00	25.00	
	<a href="#">2.5.21.440</a>		License/Taxes/Permits		25.00	
<a href="#">41060523-2023</a>	Invoice	05/01/2023	PROPERTY ID: 41060523	0.00	25.00	
	<a href="#">2.5.21.440</a>		License/Taxes/Permits		25.00	
<a href="#">41230527-2023</a>	Invoice	05/01/2023	PROPERTY ID: 41230527	0.00	25.00	
	<a href="#">3.5.21.440</a>		License/Taxes/Permits		25.00	
<a href="#">41241520-2023</a>	Invoice	05/01/2023	PROPERTY ID: 41241520	0.00	25.00	
	<a href="#">2.5.21.440</a>		License/Taxes/Permits		25.00	
<a href="#">41350655-2023</a>	Invoice	05/01/2023	PROPERTY ID: 41350655	0.00	25.00	
	<a href="#">3.5.21.440</a>		License/Taxes/Permits		25.00	
<a href="#">41360508-2023</a>	Invoice	05/01/2023	PROPERTY ID: 41360508	0.00	25.00	
	<a href="#">2.5.11.440</a>		License/Taxes/Permits		25.00	
<a href="#">41360560-2023</a>	Invoice	05/01/2023	PROPERTY ID: 41360560	0.00	25.00	
	<a href="#">2.5.11.440</a>		License/Taxes/Permits		25.00	
03915	HACH COMPANY	05/01/2023	Regular	0.00	1,514.00	80156

## Check Report

Date Range: 04/21/2023 - 05/25/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">13547889</a>	Invoice	05/01/2023	LBOD PROBE W/1M CABLE	0.00	1,514.00	
<a href="#">3.5.11.310</a>			Small Tools & Supplies		1,514.00	
05415	LANDIS-GYR TECHNOLOGY, INC/FKA CELLNET	05/01/2023	Regular	0.00	1,414.28	80157
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">90373257</a>	Invoice	05/01/2023	MONTHLY ENDPOINT FEE: 04/2023	0.00	1,414.28	
<a href="#">1.5.31.265</a>			Annual Maintenance Agr		848.56	
<a href="#">2.5.31.265</a>			Annual Maintenance Agr		282.86	
<a href="#">3.5.31.265</a>			Annual Maintenance Agr		282.86	
06266	MINNESOTA VALLEY	05/01/2023	Regular	0.00	930.60	80158
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">1194156</a>	Invoice	05/01/2023	TESTING	0.00	930.60	
<a href="#">3.5.11.275</a>			Testing & Monitoring		930.60	
06154	MN DNR - ECOLOGICAL & WATER RESOURCES	05/01/2023	Regular	0.00	880.00	80159
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">UWAT013108</a>	Invoice	05/01/2023	UWAT013108-RIVER CROSSING LICENSE/P	0.00	880.00	
<a href="#">3.1.4011</a>			Construction In Progress		880.00	
07920	QUALITY FLOW SYSTEMS, INC.	05/01/2023	Regular	0.00	1,360.00	80160
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">44708</a>	Invoice	05/01/2023	FIELD LABOR/SERVICE CALL-PUMP @ EVE	0.00	1,360.00	
<a href="#">3.5.21.240</a>			Maintenance - Equipmen		1,360.00	
09566	UTILITY FINANCIAL SOLUTIONS, LLC	05/01/2023	Regular	0.00	4,080.00	80161
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">9140UFS</a>	Invoice	05/01/2023	2022 COS FP & RATE STUDY - PROGRESS T	0.00	4,080.00	
<a href="#">1.5.31.285</a>			Consulting Services		4,080.00	
00105	ACE HARDWARE-BRAINERD	05/06/2023	Regular	0.00	285.03	80162
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">313897</a>	Invoice	05/06/2023	BALL VALVE/HOSE CLAMP/ELBOWS	0.00	35.50	
<a href="#">3.5.11.310</a>			Small Tools & Supplies		35.50	
<a href="#">313917</a>	Invoice	05/06/2023	CLEANING SUPPLIES	0.00	16.78	
<a href="#">3.5.11.360</a>			Other Commodities		16.78	
<a href="#">313969</a>	Invoice	05/06/2023	HOSE/SUPPLIES	0.00	52.87	
<a href="#">3.5.11.310</a>			Small Tools & Supplies		52.87	
<a href="#">314074</a>	Invoice	05/06/2023	CLAMP HOSE	0.00	40.25	
<a href="#">3.5.11.310</a>			Small Tools & Supplies		40.25	
<a href="#">314135</a>	Invoice	05/06/2023	CONTRACTOR BAG	0.00	38.45	
<a href="#">4.5.11.360</a>			Other Commodities		38.45	
<a href="#">314149</a>	Invoice	05/06/2023	FASTENERS	0.00	1.92	
<a href="#">3.5.11.310</a>			Small Tools & Supplies		1.92	
<a href="#">314159</a>	Invoice	05/06/2023	BRASS SHUTOFF HOSE	0.00	28.83	
<a href="#">4.5.11.240</a>			Maintenance - Equipmen		28.83	
<a href="#">314238</a>	Invoice	05/06/2023	COM. SWITCH	0.00	23.06	
<a href="#">3.5.11.240</a>			Maintenance - Equipmen		23.06	
<a href="#">314286</a>	Invoice	05/06/2023	VINYL TUBING/CLEANING SUPPLIES	0.00	33.56	
<a href="#">2.5.11.360</a>			Other Commodities		33.56	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<a href="#">314361</a>	Invoice	05/06/2023	FLAGGING TAPE	0.00	13.81	
	<a href="#">2.5.11.310</a>		Small Tools & Supplies		13.81	
05597	LIFE INSURANCE COMPANY	05/06/2023	Regular	0.00	249.88	80163
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">A1960327-05/202</a>	Invoice	05/06/2023	ACCIDENT INS. COVERAGE: 05/2023	0.00	104.85	
	<a href="#">1.2.1311</a>		Withheld from Salaries		104.85	
<a href="#">C1960338-05/202</a>	Invoice	05/06/2023	CRITICAL ILL. COVERAGE: 05/2023	0.00	125.25	
	<a href="#">1.2.1311</a>		Withheld from Salaries		125.25	
<a href="#">HC960740-05/20</a>	Invoice	05/06/2023	HOSPITAL INSURANCE: 05/2023	0.00	19.78	
	<a href="#">1.2.1311</a>		Withheld from Salaries		19.78	
07335	OFFICE SHOP	05/06/2023	Regular	0.00	576.86	80164
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">326501-0</a>	Invoice	05/06/2023	COPIER/PRINTER MAINTAINANCE: REPAI	0.00	576.86	
	<a href="#">1.5.31.240</a>		Maintenance - Equipmen		346.12	
	<a href="#">2.5.31.240</a>		Maintenance - Equipmen		115.37	
	<a href="#">3.5.31.240</a>		Maintenance - Equipmen		115.37	
00185	ALL STATE COMMUNICATIONS, INC	05/15/2023	Regular	0.00	600.00	80175
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">331998</a>	Invoice	05/15/2023	FIRE ALARM MONITORING #451-4139 / 0	0.00	300.00	
	<a href="#">1.5.31.290</a>		Other Charges		180.00	
	<a href="#">2.5.31.290</a>		Other Charges		120.00	
<a href="#">332004</a>	Invoice	05/15/2023	FIRE ALARM MONITORING-WWT #451-41	0.00	300.00	
	<a href="#">3.5.31.290</a>		Other Charges		300.00	
00340	ARAMARK UNIFORM SERVICES	05/15/2023	Regular	0.00	62.24	80176
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">2530131977</a>	Invoice	05/15/2023	WORK UNIFORMS	0.00	31.12	
	<a href="#">1.5.21.270</a>		Cleaning & Waste Remov		18.67	
	<a href="#">2.5.21.270</a>		Cleaning & Waste Remov		12.45	
<a href="#">2530134288</a>	Invoice	05/15/2023	WORK UNIFORMS	0.00	31.12	
	<a href="#">1.5.21.270</a>		Cleaning & Waste Remov		18.67	
	<a href="#">2.5.21.270</a>		Cleaning & Waste Remov		12.45	
00670	BARR ENGINEERING CO	05/15/2023	Regular	0.00	5,997.50	80177
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">23181016.06-15</a>	Invoice	05/15/2023	WORK ORDER #6 - BRD HYDRO PROJECT	0.00	5,997.50	
	<a href="#">4.5.31.285</a>		Consulting Services		5,997.50	
00820	BOLTON & MENK, INC.	05/15/2023	Regular	0.00	7,369.50	80178
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">0311431</a>	Invoice	05/15/2023	BIOSOLIDS & SYSTEM REVIEW 03/18/23-0	0.00	6,617.50	
	<a href="#">2.5.31.285</a>		Consulting Services		5,126.50	
	<a href="#">3.5.11.285</a>		Consulting Services		1,491.00	
<a href="#">0311432</a>	Invoice	05/15/2023	COPPER COUPON PILOT TESTING	0.00	752.00	
	<a href="#">2.5.31.285</a>		Consulting Services		752.00	
00825	BORDER STATES ELECTRIC	05/15/2023	Regular	0.00	3,036.53	80179

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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	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">926172324</a>	Invoice	05/15/2023	124057 Cynch Lok.	0.00	742.68	
	<a href="#">1.5.21.315</a>		Personal Protection Equip		742.68	
<a href="#">926196524</a>	Invoice	05/15/2023	INV MISC OH ELEC	0.00	2,168.25	
	<a href="#">1.1.1611</a>		Inventories		2,168.25	
<a href="#">926196530</a>	Invoice	05/15/2023	INV EO FUSES	0.00	125.60	
	<a href="#">1.1.1611</a>		Inventories		31.75	
	<a href="#">1.1.1611</a>		Inventories		35.95	
	<a href="#">1.1.1611</a>		Inventories		57.90	
09965	BRENT YAUNICK	05/15/2023	Regular	0.00	987.54	80180
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">05/08/23 REIMB</a>	Invoice	05/15/2023	REIMBURSEMENT FOR 2 PURCHASES ON	0.00	987.54	
	<a href="#">4.5.11.310</a>		Small Tools & Supplies		338.03	
	<a href="#">4.5.11.360</a>		Other Commodities		649.51	
01402	BUILDERS FIRSTSOURCE	05/15/2023	Regular	0.00	40.59	80181
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">67484572</a>	Invoice	05/15/2023	DOOR JAMB	0.00	40.59	
	<a href="#">2.5.11.250</a>		Maintenance - Buildings		40.59	
01890	CHARTER COMMUNICATIONS	05/15/2023	Regular	0.00	39.58	80182
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">0008279050223</a>	Invoice	05/15/2023	TV SERVICE: 05/2023	0.00	39.58	
	<a href="#">1.5.31.220</a>		Communications		23.75	
	<a href="#">2.5.31.220</a>		Communications		15.83	
02025	CITY OF BRAINERD	05/15/2023	Regular	0.00	165,945.12	80183
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">04/2023 - MILL R</a>	Invoice	05/15/2023	MONTHLY TRANSFER: 04/2023	0.00	60,578.44	
	<a href="#">1.2.1012</a>		Due to City of Brainerd		60,578.44	
<a href="#">04/30/23-SAN/S</a>	Invoice	05/15/2023	SANITARY AND STORM SEWER BILLING/C	0.00	103,496.71	
	<a href="#">3.2.1012</a>		Due to City of Brainerd		61,052.03	
	<a href="#">3.2.1012</a>		Due to City of Brainerd		42,444.68	
<a href="#">23-0003149</a>	Invoice	05/15/2023	04/2023 KENNEDY & GRAVEN INVOICE	0.00	638.00	
	<a href="#">1.5.31.285</a>		Consulting Services		638.00	
<a href="#">23-0003182</a>	Invoice	05/15/2023	03/2023 RATWIK, ROSZAK & MALONEY IN	0.00	1,231.97	
	<a href="#">1.5.31.285</a>		Consulting Services		739.18	
	<a href="#">2.5.31.285</a>		Consulting Services		246.39	
	<a href="#">3.5.31.285</a>		Consulting Services		246.40	
03275	FASTENAL COMPANY	05/15/2023	Regular	0.00	36.66	80184
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">MNBAX261068</a>	Invoice	05/15/2023	MARINEGRD ANTISZ	0.00	36.66	
	<a href="#">2.5.11.360</a>		Other Commodities		36.66	
07691	FERGUSON ENTERPRISES INC #3326	05/15/2023	Regular	0.00	158.80	80185
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">0235753</a>	Invoice	05/15/2023	PUR HYDRANT WRENCHES	0.00	135.80	
	<a href="#">2.5.21.310</a>		Small Tools & Supplies		101.85	
	<a href="#">3.5.11.310</a>		Small Tools & Supplies		33.95	
<a href="#">0235754</a>	Invoice	05/15/2023	PUR HYDRANT WRENCHES	0.00	23.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<a href="#">3.5.11.310</a>	Small Tools & Supplies	PUR HYDRANT ADAPTOR		23.00	
03282	FERGUSON WATERWORKS #2518	05/15/2023	Regular	0.00	355.21	80186
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">0508859-1</a>	Invoice	05/15/2023	INV WATER PARTS	0.00	355.21	
	<a href="#">2.1.1611</a>		Inventories		250.21	
	<a href="#">2.1.1611</a>		Inventories		105.00	
03321	FIRST IMPRESSION PRINTING	05/15/2023	Regular	0.00	1,929.73	80187
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">87403</a>	Invoice	05/15/2023	EMERGENCY REPAIR DOOR HANGERS	0.00	253.73	
	<a href="#">2.5.31.280</a>		Printing & Publishing For		253.73	
<a href="#">87430</a>	Invoice	05/15/2023	WATT'S NEWS	0.00	1,676.00	
	<a href="#">1.5.31.280</a>		Printing & Publishing For		1,005.60	
	<a href="#">2.5.31.280</a>		Printing & Publishing For		335.20	
	<a href="#">3.5.31.280</a>		Printing & Publishing For		335.20	
03557	FRONTIER ENERGY, INC.	05/15/2023	Regular	0.00	1,625.93	80188
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">191690</a>	Invoice	05/15/2023	GRANT WRITING - SERVICES FROM 03/01	0.00	1,625.93	
	<a href="#">1.5.31.285</a>		Consulting Services		1,625.93	
03699	GRAINGER	05/15/2023	Regular	0.00	262.32	80189
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">9679084484</a>	Invoice	05/15/2023	PLEATED AIR FILTERS	0.00	262.32	
	<a href="#">3.5.11.240</a>		Maintenance - Equipmen		262.32	
04188	HIRSHFIELD'S DECORATING CENTERS	05/15/2023	Regular	0.00	34.98	80190
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">09301475</a>	Invoice	05/15/2023	PAINT GALLON	0.00	34.98	
	<a href="#">1.5.21.250</a>		Maintenance - Buildings		13.99	
	<a href="#">1.5.31.250</a>		Maintenance - Buildings		7.00	
	<a href="#">2.5.21.250</a>		Maintenance - Buildings		7.00	
	<a href="#">2.5.31.250</a>		Maintenance - Buildings		6.99	
10227	KEVIN HOLTZ	05/15/2023	Regular	0.00	34,200.00	80191
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">1936</a>	Invoice	05/15/2023	CLEARING/GRINDING/REMOVAL OF TREE	0.00	34,200.00	
	<a href="#">1.1.4011</a>		Construction In Progress		34,200.00	
05755	MAGNEY CONSTRUCTION, INC	05/15/2023	Regular	0.00	2,774.60	80192
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">DTM-3007</a>	Invoice	05/15/2023	REMOVE/REPLACE 2 FLOW MTRS & 1 VAL	0.00	2,774.60	
	<a href="#">2.5.11.330</a>		Maintenance - Equipmen		2,774.60	
05815	MARCO TECHNOLOGIES LLC	05/15/2023	Regular	0.00	6,377.35	80193
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">INV11162741</a>	Invoice	05/15/2023	TREND MICRO SUBSCRIPTION (3 YEARS)	0.00	6,377.35	
	<a href="#">1.1.1711</a>		Prepaid expenses		6,377.35	
06190	MINNESOTA MUNICIPAL UTILITIES ASSOCIATIO	05/15/2023	Regular	0.00	37.50	80194



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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	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">61605</a>	Invoice	05/15/2023	PRE-EMPLOYMENT TESTING - MOORHOU	0.00	37.50	
<a href="#">1.5.21.290</a>	Other Charges		PRE-EMPLOYMENT TESTING - M		37.50	
05238	MITCH LACHELT	05/15/2023	Regular	0.00	85.00	80195
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">05/10/23-DOT P</a>	Invoice	05/15/2023	REIMBURSE COST OF CDL/DOT PHYSICAL	0.00	85.00	
<a href="#">1.5.21.290</a>	Other Charges		REIMBURSE COST OF CDL/DOT		85.00	
06268	MIXTURE WEB LLC	05/15/2023	Regular	0.00	1,280.00	80196
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">578885</a>	Invoice	05/15/2023	WEBSITE SUPPORT / TRAINING: 04/2023	0.00	1,280.00	
<a href="#">1.5.31.285</a>	Consulting Services		WEBSITE SUPPORT / TRAINING		640.00	
<a href="#">2.5.31.285</a>	Consulting Services		WEBSITE SUPPORT / TRAINING		256.00	
<a href="#">3.5.31.285</a>	Consulting Services		WEBSITE SUPPORT / TRAINING		256.00	
<a href="#">4.5.31.285</a>	Consulting Services		WEBSITE SUPPORT / TRAINING		128.00	
06154	MN DNR - ECOLOGICAL & WATER RESOURCES	05/15/2023	Regular	0.00	90.05	80197
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">232761</a>	Invoice	05/15/2023	NATURAL HERITAGE REVIEW-WWTP SOLA	0.00	90.05	
<a href="#">1.5.31.285</a>	Consulting Services		NATURAL HERITAGE REVIEW-W		90.05	
06556	MPOWER TECHNOLOGIES, INC.	05/15/2023	Regular	0.00	2,475.00	80198
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">5217</a>	Invoice	05/15/2023	CUSTOMER SUPPORT SERVICES	0.00	2,475.00	
<a href="#">1.5.31.285</a>	Consulting Services		CUSTOMER SUPPORT SERVICES		2,475.00	
07339	ONLINE INFORMATION SERVICES, INC.	05/15/2023	Regular	0.00	186.48	80199
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">1185639</a>	Invoice	05/15/2023	ONLINE UTILITY EXCHANGE REPORT: 04/2	0.00	186.48	
<a href="#">1.5.31.290</a>	Other Charges		ON LINE INFORMATION SERVICE		111.88	
<a href="#">2.5.31.290</a>	Other Charges		ON LINE INFORMATION SERVICE		37.30	
<a href="#">3.5.31.290</a>	Other Charges		ON LINE INFORMATION SERVICE		37.30	
07665	PITNEY BOWES GLOBAL FINANCIAL SERV. LLC	05/15/2023	Regular	0.00	3,687.00	80200
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">3106063721</a>	Invoice	05/15/2023	CAPITAL LEASE: 03/2023 - CONTRACT# 00	0.00	3,687.00	
<a href="#">1.2.2840</a>	Capital Lease Payable		PITNEY BOWES		1,902.90	
<a href="#">1.5.31.480</a>	Interest Expense		PITNEY BOWES		309.30	
<a href="#">2.2.2840</a>	Capital Lease Payable		PITNEY BOWES		634.30	
<a href="#">2.5.31.480</a>	Interest Expense		PITNEY BOWES		103.10	
<a href="#">3.2.2840</a>	Capital Lease Payable		PITNEY BOWES		634.30	
<a href="#">3.5.31.480</a>	Interest Expense		PITNEY BOWES		103.10	
08410	SCR-NORTHERN	05/15/2023	Regular	0.00	394.76	80201
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">W44210</a>	Invoice	05/15/2023	SERVICE CENTER: LEAKING TRIDICATOR G	0.00	394.76	
<a href="#">1.5.21.250</a>	Maintenance - Buildings		SERVICE CENTER: LEAKING TRIDI		157.90	
<a href="#">1.5.31.250</a>	Maintenance - Buildings		SERVICE CENTER: LEAKING TRIDI		78.95	
<a href="#">2.5.21.250</a>	Maintenance - Buildings		SERVICE CENTER: LEAKING TRIDI		78.95	
<a href="#">2.5.31.250</a>	Maintenance - Buildings		SERVICE CENTER: LEAKING TRIDI		78.96	
08895	STUART C. IRBY CO	05/15/2023	Regular	0.00	1,385.00	80202

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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	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">S013498572.001</a>	Invoice	05/15/2023	PUR DALLAS PPE	0.00	1,385.00	
	<a href="#">1.5.21.315</a>		Personal Protection Equip		10.00	
	<a href="#">1.5.21.315</a>		Personal Protection Equip		940.00	
	<a href="#">1.5.21.315</a>		Personal Protection Equip		45.00	
	<a href="#">1.5.21.315</a>		Personal Protection Equip		390.00	
09728	WASTE PARTNERS	05/15/2023	Regular	0.00	1,555.56	80203
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">34X00722</a>	Invoice	05/15/2023	TRASH/RECYCLING SERVICE: ACCT#24205	0.00	1,555.56	
	<a href="#">1.5.21.270</a>		Cleaning & Waste Remov		115.82	
	<a href="#">1.5.31.270</a>		Cleaning & Waste Remov		57.91	
	<a href="#">2.5.21.270</a>		Cleaning & Waste Remov		57.91	
	<a href="#">2.5.31.270</a>		Cleaning & Waste Remov		57.91	
	<a href="#">3.5.11.270</a>		Cleaning & Waste Remov		341.63	
	<a href="#">3.5.21.270</a>		Cleaning & Waste Remov		866.63	
	<a href="#">4.5.11.270</a>		Cleaning & Waste Remov		57.75	
09899	WESCO RECEIVABLES CORP	05/15/2023	Regular	0.00	630.90	80204
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">217514</a>	Invoice	05/15/2023	PUR PPE HARNESS LANYARD DALLAS	0.00	630.90	
	<a href="#">1.5.21.315</a>		Personal Protection Equip		630.90	
10224	WSB & ASSOCIATES, INC.	05/15/2023	Regular	0.00	16,546.25	80205
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">R-022389-000-2</a>	Invoice	05/15/2023	SCREENING/BLUFF STUDY 3/1/23-3/31/2	0.00	16,546.25	
	<a href="#">1.1.4011</a>		Construction In Progress		16,546.25	
09996	ZIEGLER INC.	05/15/2023	Regular	0.00	118.64	80206
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">SO01783332</a>	Invoice	05/15/2023	CAT HYDRAULIC OIL ADV 10W	0.00	118.64	
	<a href="#">1.5.21.240</a>		Maintenance - Equipmen		71.18	
	<a href="#">2.5.21.240</a>		Maintenance - Equipmen		47.46	
00105	ACE HARDWARE-BRAINERD	05/18/2023	Regular	0.00	77.87	80207
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">314672</a>	Invoice	05/18/2023	FITTING/ADAPTER	0.00	20.17	
	<a href="#">3.5.11.240</a>		Maintenance - Equipmen		20.17	
<a href="#">314696</a>	Invoice	05/18/2023	CABLE PULLER 2 TON	0.00	57.70	
	<a href="#">3.5.21.310</a>		Small Tools & Supplies		57.70	
01805	CENTERPOINT ENERGY	05/18/2023	Regular	0.00	2,246.90	80208
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">8000014432-1-05</a>	Invoice	05/18/2023	MONTHLY GAS BILL - WTR PROD/WTR DIS	0.00	2,246.90	
	<a href="#">2.5.11.230</a>		Utilities		763.70	
	<a href="#">2.5.21.230</a>		Utilities/Gas		15.00	
	<a href="#">3.5.21.230</a>		Utilities		1,468.20	
01837	CENTURYLINK	05/18/2023	Regular	0.00	518.62	80209

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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	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">218Z01-0080497-</a>	Invoice	05/18/2023	MONTHLY PHONE BILL - 05/2023	0.00	518.62	
	<a href="#">1.5.21.220</a>		Communications		38.29	
	<a href="#">2.5.11.220</a>		Communications		203.32	
	<a href="#">2.5.21.220</a>		Communications		53.26	
	<a href="#">3.5.21.220</a>		Communications		223.75	
03699	GRAINGER	05/18/2023	Regular	0.00	514.68	80210
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">9651294481</a>	Invoice	05/18/2023	FIRST AID SUPPLIES	0.00	153.61	
	<a href="#">1.5.21.360</a>		Other Commodities		40.97	
	<a href="#">2.5.21.360</a>		Other Commodities		13.66	
	<a href="#">3.5.11.360</a>		Other Commodities		13.66	
	<a href="#">4.5.11.310</a>		Small Tools & Supplies		85.32	
<a href="#">9652562183</a>	Invoice	05/18/2023	WASHER PUMP	0.00	146.72	
	<a href="#">1.5.21.240</a>		Maintenance - Equipmen		88.03	
	<a href="#">2.5.21.240</a>		Maintenance - Equipmen		58.69	
<a href="#">9652868432</a>	Invoice	05/18/2023	FIRST AID SUPPLIES	0.00	113.50	
	<a href="#">1.5.21.360</a>		Other Commodities		68.10	
	<a href="#">2.5.21.360</a>		Other Commodities		22.70	
	<a href="#">3.5.11.360</a>		Other Commodities		22.70	
<a href="#">9703477142</a>	Invoice	05/18/2023	REAR VIEW CAMERA	0.00	89.57	
	<a href="#">1.5.21.240</a>		Maintenance - Equipmen		89.57	
<a href="#">9703612672</a>	Invoice	05/18/2023	WEB SLING	0.00	11.28	
	<a href="#">3.5.11.310</a>		Small Tools & Supplies		11.28	
06141	MINNESOTA DEPT OF HEALTH	05/18/2023	Regular	0.00	23.00	80211
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">14519-B.KNAPP 2</a>	Invoice	05/18/2023	CLASS D#14519 - WTR OP - Bradley Knapp	0.00	23.00	
	<a href="#">3.5.11.440</a>		License/Taxes/Permits		23.00	
10182	PFC EQUIPMENT INC	05/18/2023	Regular	0.00	624.89	80212
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">411088</a>	Invoice	05/18/2023	O-Ring/Gasket	0.00	624.89	
	<a href="#">3.5.11.240</a>		Maintenance - Equipmen		624.89	
00075	A W RESEARCH	05/25/2023	Regular	0.00	3,431.20	80231
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">54702</a>	Invoice	05/25/2023	WWT TESTING	0.00	3,020.80	
	<a href="#">3.5.11.275</a>		Testing & Monitoring		3,020.80	
<a href="#">54766</a>	Invoice	05/25/2023	WTR TESTING	0.00	410.40	
	<a href="#">2.5.11.275</a>		Testing & Monitoring		410.40	
00105	ACE HARDWARE-BRAINERD	05/25/2023	Regular	0.00	41.16	80232
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">314761</a>	Invoice	05/25/2023	WALL PUTTY	0.00	4.80	
	<a href="#">1.5.21.360</a>		Other Commodities		4.80	
<a href="#">314944</a>	Invoice	05/25/2023	MARINE WELD/ISOPROPL ALC.	0.00	36.36	
	<a href="#">2.5.11.360</a>		Other Commodities		36.36	
00337	AMERICAN WELDING & GAS INC	05/25/2023	Regular	0.00	80.72	80233



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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	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">09292037</a>	Invoice	05/25/2023	CYLINDER RENTAL INVOICE	0.00	80.72	
	<a href="#">1.5.21.360</a>		Other Commodities		48.43	
	<a href="#">2.5.21.360</a>		Other Commodities		32.29	
00340	ARAMARK UNIFORM SERVICES	05/25/2023	Regular	0.00	93.36	80234
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">2530136824</a>	Invoice	05/25/2023	WORK UNIFORMS	0.00	31.12	
	<a href="#">1.5.21.270</a>		Cleaning & Waste Remov		18.67	
	<a href="#">2.5.21.270</a>		Cleaning & Waste Remov		12.45	
<a href="#">2530139563</a>	Invoice	05/25/2023	WORK UNIFORMS	0.00	31.12	
	<a href="#">1.5.21.270</a>		Cleaning & Waste Remov		18.67	
	<a href="#">2.5.21.270</a>		Cleaning & Waste Remov		12.45	
<a href="#">2530141874</a>	Invoice	05/25/2023	WORK UNIFORMS	0.00	31.12	
	<a href="#">1.5.21.270</a>		Cleaning & Waste Remov		18.67	
	<a href="#">2.5.21.270</a>		Cleaning & Waste Remov		12.45	
00497	AUTO VALUE	05/25/2023	Regular	0.00	140.14	80235
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">17338044</a>	Invoice	05/25/2023	HEX AXLE NUT	0.00	66.41	
	<a href="#">3.5.11.310</a>		Small Tools & Supplies		66.41	
<a href="#">17339458</a>	Invoice	05/25/2023	DOUBLE COATED ACRYLIC	0.00	73.73	
	<a href="#">4.5.11.360</a>		Other Commodities		73.73	
00599	BAKER TILLY MUNICIPAL ADVISORS, LLC	05/25/2023	Regular	0.00	2,302.52	80236
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">BTMA19784</a>	Invoice	05/25/2023	CLIENT#158907 - ARBITRAGE COMPLIANC	0.00	2,302.52	
	<a href="#">1.5.31.285</a>		Consulting Services		2,302.52	
00692	BATTERIES PLUS # 035	05/25/2023	Regular	0.00	599.50	80237
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">P61912698</a>	Invoice	05/25/2023	CFLS	0.00	599.50	
	<a href="#">1.5.21.250</a>		Maintenance - Buildings		239.80	
	<a href="#">1.5.31.250</a>		Maintenance - Buildings		119.90	
	<a href="#">2.5.21.250</a>		Maintenance - Buildings		119.90	
	<a href="#">2.5.31.250</a>		Maintenance - Buildings		119.90	
00735	BEST OIL COMPANY	05/25/2023	Regular	0.00	10,018.51	80238
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">28303</a>	Invoice	05/25/2023	DIESEL-DYED	0.00	2,286.95	
	<a href="#">1.5.21.320</a>		Motor Fuels & Lubricants		1,372.17	
	<a href="#">2.5.21.320</a>		Motor Fuels & Lubricants		457.39	
	<a href="#">3.5.11.320</a>		Motor Fuels & Lubricants		457.39	
<a href="#">28304</a>	Invoice	05/25/2023	DIESEL	0.00	729.75	
	<a href="#">1.5.21.320</a>		Motor Fuels & Lubricants		437.85	
	<a href="#">2.5.21.320</a>		Motor Fuels & Lubricants		145.95	
	<a href="#">3.5.11.320</a>		Motor Fuels & Lubricants		145.95	
<a href="#">28305</a>	Invoice	05/25/2023	GAS	0.00	654.50	
	<a href="#">1.5.21.320</a>		Motor Fuels & Lubricants		392.70	
	<a href="#">2.5.21.320</a>		Motor Fuels & Lubricants		130.90	
	<a href="#">3.5.11.320</a>		Motor Fuels & Lubricants		130.90	
<a href="#">4436</a>	Invoice	05/25/2023	GAS	0.00	868.40	
	<a href="#">1.5.21.320</a>		Motor Fuels & Lubricants		521.04	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<a href="#">2.5.21.320</a>	Motor Fuels & Lubricants	GAS		173.68	
	<a href="#">3.5.11.320</a>	Motor Fuels & Lubricants	GAS		173.68	
<a href="#">4437</a>	Invoice	05/25/2023	DIESEL	0.00	1,101.00	
	<a href="#">1.5.21.320</a>	Motor Fuels & Lubricants	BEST OIL COMPANY		660.60	
	<a href="#">2.5.21.320</a>	Motor Fuels & Lubricants	BEST OIL COMPANY		220.20	
	<a href="#">3.5.11.320</a>	Motor Fuels & Lubricants	BEST OIL COMPANY		220.20	
<a href="#">4456</a>	Invoice	05/25/2023	GAS	0.00	567.80	
	<a href="#">1.5.21.320</a>	Motor Fuels & Lubricants	GAS		340.68	
	<a href="#">2.5.21.320</a>	Motor Fuels & Lubricants	GAS		113.56	
	<a href="#">3.5.11.320</a>	Motor Fuels & Lubricants	GAS		113.56	
<a href="#">4457</a>	Invoice	05/25/2023	DIESEL	0.00	697.30	
	<a href="#">1.5.21.320</a>	Motor Fuels & Lubricants	BEST OIL COMPANY		418.38	
	<a href="#">2.5.21.320</a>	Motor Fuels & Lubricants	BEST OIL COMPANY		139.46	
	<a href="#">3.5.11.320</a>	Motor Fuels & Lubricants	BEST OIL COMPANY		139.46	
<a href="#">45884</a>	Invoice	05/25/2023	INVOICED: DIESEL/GAS	0.00	3,112.81	
	<a href="#">1.5.21.320</a>	Motor Fuels & Lubricants	BEST OIL COMPANY		1,867.69	
	<a href="#">2.5.21.320</a>	Motor Fuels & Lubricants	BEST OIL COMPANY		622.56	
	<a href="#">3.5.11.320</a>	Motor Fuels & Lubricants	BEST OIL COMPANY		622.56	
00755	BJERGA'S FEED STORE	05/25/2023	Regular	0.00	144.00	80239
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">1371162</a>	Invoice	05/25/2023	20# Q2 GROW x2	0.00	144.00	
	<a href="#">1.5.21.360</a>	Other Commodities	20# Q2 GROW x2		57.60	
	<a href="#">1.5.31.360</a>	Other Commodities	20# Q2 GROW x2		28.80	
	<a href="#">2.5.21.360</a>	Other Commodities	20# Q2 GROW x2		28.80	
	<a href="#">2.5.31.360</a>	Other Commodities	20# Q2 GROW x2		28.80	
08811	BNSF RAILWAY COMPANY	05/25/2023	Regular	0.00	5,267.95	80240
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">324 WASH.-CIP R</a>	Invoice	05/25/2023	CIP REBATE @ 324 WASHINGTON-ENERGY	0.00	5,267.95	
	<a href="#">1.2.1013</a>	CIP Payable	CIP REBATE @ 324 WASHINGTON		5,267.95	
00825	BORDER STATES ELECTRIC	05/25/2023	Regular	0.00	10,938.54	80241
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">926204544</a>	Invoice	05/25/2023	PUR ESTEX BUCKET TRUCK COVER	0.00	157.57	
	<a href="#">1.5.21.310</a>	Small Tools & Supplies	2713WC-28-34 ESTEX BUCKET T		157.57	
<a href="#">926212901</a>	Invoice	05/25/2023	INV 1P BOX PAD	0.00	9,934.86	
	<a href="#">1.1.1611</a>	Inventories	A UG 1P TRANS BOX PAD/SLEEV		7,248.90	
	<a href="#">1.1.1611</a>	Inventories	A SECONDARY PEDESTAL		2,685.96	
<a href="#">926237389</a>	Invoice	05/25/2023	PUR SCS 43630 SEMI CONDUCTOR SCORE	0.00	735.66	
	<a href="#">1.5.21.310</a>	Small Tools & Supplies	PUR SCS 43630 SEMI CONDUCT		735.66	
<a href="#">926237400</a>	Invoice	05/25/2023	INV EO 69338 112466 amn -1 Cartrdge sh	0.00	81.50	
	<a href="#">1.1.1611</a>	Inventories	A SHELL AMPACT 1/0-1/0 BLUE		81.50	
<a href="#">926237406</a>	Invoice	05/25/2023	INV EO FUSES	0.00	28.95	
	<a href="#">1.1.1611</a>	Inventories	A Fuselink 20 Amp, Type K		28.95	
00827	BOSS SUPPLY OF JANESVILLE, INC.	05/25/2023	Regular	0.00	194.16	80242
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">45418</a>	Invoice	05/25/2023	VACUUM PUMP OIL	0.00	194.16	
	<a href="#">3.5.11.320</a>	Motor Fuels & Lubricants	VACUUM PUMP OIL		194.16	
00982	BRAINERD HYDRAULICS & AIR	05/25/2023	Regular	0.00	580.22	80243

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">27405</a>	Invoice	05/25/2023	PRESSURE WASHER COUPLERS	0.00	60.60	
	<a href="#">1.5.21.240</a>		Maintenance - Equipmen		36.36	
	<a href="#">2.5.21.240</a>		Maintenance - Equipmen		24.24	
<a href="#">27843</a>	Invoice	05/25/2023	HOSE 2 BRAID 3/8	0.00	519.62	
	<a href="#">1.5.21.240</a>		Maintenance - Equipmen		311.77	
	<a href="#">2.5.21.240</a>		Maintenance - Equipmen		207.85	
10008	Braun Intertec	05/25/2023	Regular	0.00	3,097.50	80244
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">B340895</a>	Invoice	05/25/2023	BRAINERD WATER TANKS - SERVICES THR	0.00	3,097.50	
	<a href="#">2.1.4011</a>		Construction In Progress		3,097.50	
01402	BUILDERS FIRSTSOURCE	05/25/2023	Regular	0.00	56.10	80245
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">64778014</a>	Invoice	05/25/2023	OVERHEAD DOOR TRIM	0.00	56.10	
	<a href="#">2.5.11.250</a>		Maintenance - Buildings		56.10	
02002	CITY OF BAXTER	05/25/2023	Regular	0.00	964.96	80246
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">007335-000-05/1</a>	Invoice	05/25/2023	STORMWATER - ACCT# 007335-000 - FOR	0.00	964.96	
	<a href="#">1.5.31.440</a>		License/Taxes/Permits		192.99	
	<a href="#">2.5.31.440</a>		License/Taxes/Permits		192.99	
	<a href="#">3.5.11.440</a>		License/Taxes/Permits		578.98	
02025	CITY OF BRAINERD	05/25/2023	Regular	0.00	5,250.00	80247
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">23-0003183</a>	Invoice	05/25/2023	NORTH RISK PARTNERS - 2ND HALF CONS	0.00	5,250.00	
	<a href="#">1.5.31.285</a>		Consulting Services		3,150.00	
	<a href="#">2.5.31.285</a>		Consulting Services		1,050.00	
	<a href="#">3.5.31.285</a>		Consulting Services		1,050.00	
02556	CORE & MAIN LP	05/25/2023	Regular	0.00	7,987.75	80248
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">S392260</a>	Invoice	05/25/2023	INV WATER METER 4" OMNI WATER METE	0.00	7,987.75	
	<a href="#">2.1.1611</a>		Inventories		7,987.75	
02785	DACOTAH PAPER CO	05/25/2023	Regular	0.00	392.38	80249
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<a href="#">55757</a>	Invoice	05/25/2023	CLEANING SUPPLIES	0.00	298.29	
	<a href="#">1.5.21.360</a>		Other Commodities		149.14	
	<a href="#">2.5.21.360</a>		Other Commodities		59.66	
	<a href="#">3.5.11.360</a>		Other Commodities		59.66	
	<a href="#">4.5.11.360</a>		Other Commodities		29.83	
<a href="#">63437</a>	Invoice	05/25/2023	FACIAL TISSUE	0.00	94.09	
	<a href="#">1.5.21.360</a>		Other Commodities		47.04	
	<a href="#">2.5.21.360</a>		Other Commodities		18.82	
	<a href="#">3.5.11.360</a>		Other Commodities		18.82	
	<a href="#">4.5.11.360</a>		Other Commodities		9.41	
02790	DAKOTA SUPPLY GROUP	05/25/2023	Regular	0.00	245.84	80250

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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	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">S102633749.002</a>	Invoice	05/25/2023	PUR AY RANGER AND COMPRESSION COU	0.00	245.84	
<a href="#">2.5.21.310</a>	Small Tools & Supplies	PUR AY 76104-11 1" CURB STOP	245.84			
02842	DIAMOND INDUSTRIAL CLEANING EQUIPMENT	05/25/2023	Regular	0.00	105.97	80251
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">23977</a>	Invoice	05/25/2023	FOAM CANNON / K -DAPTOR / LOCK / SO	0.00	105.97	
<a href="#">2.5.11.310</a>	Small Tools & Supplies	FOAM CANNON / K -DAPTOR	105.97			
03118	ESSENTIA HEALTH	05/25/2023	Regular	0.00	8,480.00	80252
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">201519</a>	Invoice	05/25/2023	FORTINET COTERM RENEWAL	0.00	8,280.00	
<a href="#">1.1.1711</a>	Prepaid expenses	FORTINET COTERM RENEWAL	8,280.00			
<a href="#">800007619-04/3</a>	Invoice	05/25/2023	OCC MED SCREENING	0.00	200.00	
<a href="#">1.5.21.290</a>	Other Charges	OCC MED SCREENING	150.00			
<a href="#">2.5.21.290</a>	Other Charges	OCC MED SCREENING	50.00			
03282	FERGUSON WATERWORKS #2518	05/25/2023	Regular	0.00	6,854.09	80253
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">0509345</a>	Invoice	05/25/2023	PUR REMOTE PRESSURE MONITOR	0.00	3,968.79	
<a href="#">2.5.21.240</a>	Maintenance - Equipmen	SP-AFCTRIMBLESUB TRIMBLE RE	300.00			
<a href="#">2.5.21.240</a>	Maintenance - Equipmen	SP-AFCTRIMBLE SETUP TRIMBLE	95.00			
<a href="#">2.5.21.310</a>	Small Tools & Supplies	SP-AFCSEMPERKIT SEMPER RP	3,573.79			
<a href="#">0510029</a>	Invoice	05/25/2023	PUR 4 1/2" GATE BOX LID NON-INV	0.00	39.00	
<a href="#">2.5.21.310</a>	Small Tools & Supplies	PUR BV502 GATE BOX LID 4 1/2"	39.00			
<a href="#">0511328</a>	Invoice	05/25/2023	INV WATER GATE ALPHA XL VALVES	0.00	2,846.30	
<a href="#">2.1.1611</a>	Inventories	6" MJ Gate Valve Oversized	2,846.30			
03495	FLAHERTY & HOOD, P.A.	05/25/2023	Regular	0.00	456.25	80254
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">19400</a>	Invoice	05/25/2023	NPDES PERMIT ISSUES	0.00	456.25	
<a href="#">3.5.11.285</a>	Consulting Services	NPDES PERMIT ISSUES	456.25			
03497	FLEETPRIDE TRUCK & TRAILER PARTS	05/25/2023	Regular	0.00	199.83	80255
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">107495178</a>	Invoice	05/25/2023	OTR NEW BRAKE SHOE KIT - FA# 3007	0.00	199.83	
<a href="#">3.5.11.240</a>	Maintenance - Equipmen	OTR NEW BRAKE SHOE KIT - FA#	199.83			
03542	FORUM COMMUNICATIONS	05/25/2023	Regular	0.00	999.50	80256
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">MP3168200423</a>	Invoice	05/25/2023	WWTP LABORER AD	0.00	999.50	
<a href="#">3.5.11.220</a>	Communications	WWTP LABORER AD	999.50			
03557	FRONTIER ENERGY, INC.	05/25/2023	Regular	0.00	7,623.00	80257
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">191807</a>	Invoice	05/25/2023	CIP SERVICES - 04/2023	0.00	7,088.77	
<a href="#">1.2.1013</a>	CIP Payable	FRONTIER ENERGY	7,088.77			
<a href="#">191808</a>	Invoice	05/25/2023	GRANT WRITING - SERVICES FOR 04/2023	0.00	534.23	
<a href="#">1.5.31.285</a>	Consulting Services	GRANT WRITING - SERVICES FO	534.23			
03580	FS3, INC.	05/25/2023	Regular	0.00	35,233.65	80258

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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	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">82802</a>	Invoice	05/25/2023	INV 2" AND 3" DUCT/PIPE	0.00	22,485.00	
<a href="#">1.1.1611</a>	Inventories		A HDPE 2" Red Continous (in Fe		3,825.00	
<a href="#">1.1.1611</a>	Inventories		A HDPE 2" Red Continous (in Fe		3,825.00	
<a href="#">1.1.1611</a>	Inventories		A 3" Red Continous (in Feet)		2,310.00	
<a href="#">1.1.1611</a>	Inventories		A 3" Red Continous (in Feet)		2,310.00	
<a href="#">1.1.1611</a>	Inventories		A 3" Red Continous (in Feet)		2,310.00	
<a href="#">1.1.1611</a>	Inventories		A PVC 2" Grey Continous (in Fee		4,080.00	
<a href="#">1.1.1611</a>	Inventories		A HDPE 2" Red Continous (in Fe		3,825.00	
<a href="#">82979</a>	Invoice	05/25/2023	INV EU0160 FIBER HANDHOLD VAULTS	0.00	12,428.60	
<a href="#">1.1.1611</a>	Inventories		A HANDHOLD FIBER 24X36X24		12,428.60	
<a href="#">83062</a>	Invoice	05/25/2023	INV EU1430 COUPLERS	0.00	320.05	
<a href="#">1.1.1611</a>	Inventories		A 2" PVC COMFIT COUPLER		320.05	
03695	GOPHER STATE ONE-CALL	05/25/2023	Regular	0.00	211.95	80259
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">3040109</a>	Invoice	05/25/2023	GSOC TICKETS: 04/2023	0.00	211.95	
<a href="#">1.5.21.240</a>	Maintenance - Equipmen		MN00074		127.17	
<a href="#">2.5.21.240</a>	Maintenance - Equipmen		BRAINL1		84.78	
04050	HAWKINS INC.	05/25/2023	Regular	0.00	9,286.76	80260
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">6459182</a>	Invoice	05/25/2023	HYDROFLUOSILICIC ACID/SODIUM HYDRO	0.00	6,546.62	
<a href="#">2.5.11.360</a>	Other Commodities		HYDROFLUOSILICIC ACID/SODIU		6,546.62	
<a href="#">6468850</a>	Invoice	05/25/2023	FERRIC CHLORIDE	0.00	2,740.14	
<a href="#">3.5.11.360</a>	Other Commodities		FERRIC CHLORIDE		2,740.14	
04326	HY VIZ INCORPORATED	05/25/2023	Regular	0.00	1,589.50	80261
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">TYL-1147</a>	Invoice	05/25/2023	INV WATER HYDRANT MARKER	0.00	1,589.50	
<a href="#">2.1.1611</a>	Inventories		Hydrant Flag		1,589.50	
10228	J & J EXCAVATING, INC.	05/25/2023	Regular	0.00	8,925.00	80262
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">2344</a>	Invoice	05/25/2023	INSTALL HYDRANT & VALVE REPLACEMEN	0.00	8,925.00	
<a href="#">2.5.21.260</a>	Maintenance - Other		INSTALL HYDRANT & VALVE REP		8,925.00	
05530	LEAGUE OF MN CITIES INS. TRUST P&C	05/25/2023	Regular	0.00	57,939.71	80263
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">40001339-P&amp;C-5</a>	Invoice	05/25/2023	PROP & CASUALTY - 2ND INSTALLMENT	0.00	57,939.71	
<a href="#">1.1.1711</a>	Prepaid expenses		LMCIT		57,939.71	
05625	LOCATORS & SUPPLIES, INC.	05/25/2023	Regular	0.00	1,188.53	80264
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">0306385-INV</a>	Invoice	05/25/2023	PUR MARKING WAND	0.00	75.70	
<a href="#">2.5.21.310</a>	Small Tools & Supplies		RUS 2393000 MARKING WAND		75.70	
<a href="#">0306505-IN</a>	Invoice	05/25/2023	PUR RED LOCATOR FLAGS	0.00	530.83	
<a href="#">1.5.21.310</a>	Small Tools & Supplies		PUR RED LOCATOR FLAGS BLK-P		530.83	
<a href="#">0306623-IN</a>	Invoice	05/25/2023	RED/BLUE MARKING PAINT	0.00	582.00	
<a href="#">1.5.21.310</a>	Small Tools & Supplies		RED/BLUE MARKING PAINT		349.20	
<a href="#">2.5.21.310</a>	Small Tools & Supplies		RED/BLUE MARKING PAINT		232.80	



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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
05755	MAGNEY CONSTRUCTION, INC	05/25/2023	Regular	0.00	256,311.80	80265
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">00578 - PYMT #1</a>	Invoice	05/25/2023	PROJECT #00578 - BRDPU 157774 - PYMT	0.00	256,311.80	
<a href="#">2.1.4011</a>	Construction In Progress	PROJECT #00578 - BRDPU 1577	256,311.80			
06177	MEI TOTAL ELEVATOR SOLUTIONS	05/25/2023	Regular	0.00	203.57	80266
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">1018118</a>	Invoice	05/25/2023	QUARTERLY SERVICE: MAY - JULY SERVICE	0.00	203.57	
<a href="#">1.5.21.240</a>	Maintenance - Equipmen	MINNESOTA ELEVATOR, INC	81.44			
<a href="#">1.5.31.240</a>	Maintenance - Equipmen	MINNESOTA ELEVATOR, INC	40.71			
<a href="#">2.5.21.240</a>	Maintenance - Equipmen	MINNESOTA ELEVATOR, INC	40.71			
<a href="#">2.5.31.240</a>	Maintenance - Equipmen	MINNESOTA ELEVATOR, INC	40.71			
05948	MICROSOFT	05/25/2023	Regular	0.00	782.10	80267
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">E0200NBMO</a>	Invoice	05/25/2023	ONLINE SERVICES: 05/2023	0.00	782.10	
<a href="#">1.5.31.220</a>	Communications	ONLINE SERVICES	391.05			
<a href="#">2.5.31.220</a>	Communications	ONLINE SERVICES	156.42			
<a href="#">3.5.31.220</a>	Communications	ONLINE SERVICES	156.42			
<a href="#">4.5.31.220</a>	Communications	ONLINE SERVICES	78.21			
05972	MID AMERICAN RESEARCH CHEMICAL CORP	05/25/2023	Regular	0.00	610.35	80268
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">0789085-IN</a>	Invoice	05/25/2023	CLEANING SUPPLIES	0.00	610.35	
<a href="#">1.5.21.360</a>	Other Commodities	CLEANING SUPPLIES	244.14			
<a href="#">1.5.31.360</a>	Other Commodities	CLEANING SUPPLIES	122.07			
<a href="#">2.5.21.360</a>	Other Commodities	CLEANING SUPPLIES	122.07			
<a href="#">2.5.31.360</a>	Other Commodities	CLEANING SUPPLIES	122.07			
05976	MIDWEST MACHINERY CO.	05/25/2023	Regular	0.00	105.77	80269
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">9588227</a>	Invoice	05/25/2023	CARBURETOR PARTS / MANIFOLD	0.00	71.82	
<a href="#">1.5.21.240</a>	Maintenance - Equipmen	CARBURETOR PARTS / MANIFOL	43.09			
<a href="#">2.5.21.240</a>	Maintenance - Equipmen	CARBURETOR PARTS / MANIFOL	14.36			
<a href="#">3.5.11.240</a>	Maintenance - Equipmen	CARBURETOR PARTS / MANIFOL	14.37			
<a href="#">9593531</a>	Invoice	05/25/2023	CLUTCH	0.00	33.95	
<a href="#">1.5.21.240</a>	Maintenance - Equipmen	CLUTCH	20.37			
<a href="#">2.5.21.240</a>	Maintenance - Equipmen	CLUTCH	13.58			
06125	MINNESOTA DEPT OF COMMERCE	05/25/2023	Regular	0.00	221.00	80270
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">DEV-00060677</a>	Invoice	05/25/2023	SERVICE CENTER SCALE - INSPECTION	0.00	221.00	
<a href="#">1.5.21.440</a>	License/Taxes/Permits	SERVICE CENTER SCALE - INSPEC	132.60			
<a href="#">2.5.21.440</a>	License/Taxes/Permits	SERVICE CENTER SCALE - INSPEC	88.40			
06141	MINNESOTA DEPT OF HEALTH	05/25/2023	Regular	0.00	11,469.00	80271
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">1180002-Q2 202</a>	Invoice	05/25/2023	SYSTEM:1180002 -WTR SUPPLY SERVICE C	0.00	11,469.00	
<a href="#">2.2.1015</a>	Accounts Payable Accrual	SYSTEM:1180002 -WTR SUPPLY	11,469.00			
06257	MINNESOTA T'S	05/25/2023	Regular	0.00	1,088.00	80272

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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	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">E553670</a>	Invoice	05/25/2023	PUR PPE HI VIZ CLOTHING	0.00	821.00	
<a href="#">1.5.21.315</a>	Personal Protection Equip	MAX 620 XL ZIP UP HOODIE JAS	78.90			
<a href="#">2.5.21.315</a>	Personal Protection Equip	MAX 630 PULL OVER HOODIE M	63.00			
<a href="#">2.5.21.315</a>	Personal Protection Equip	MAX 470 XL JAKE	118.75			
<a href="#">2.5.21.315</a>	Personal Protection Equip	TS105C-2 2XL TIM	120.00			
<a href="#">2.5.21.315</a>	Personal Protection Equip	TLB125C-2 L LONG SLEEVE JASO	49.00			
<a href="#">2.5.21.315</a>	Personal Protection Equip	TS105C-2 L JASON ENGHOLM	110.00			
<a href="#">2.5.21.315</a>	Personal Protection Equip	MAX 620 XL ZIP UP HOODIE JAS	26.30			
<a href="#">2.5.21.315</a>	Personal Protection Equip	MAX 470 M - DAVE	118.75			
<a href="#">3.5.11.315</a>	Personal Protection Equip	TS105C-2 L ERIC	110.00			
<a href="#">3.5.11.315</a>	Personal Protection Equip	MAX 620 XL ZIP UP HOODIE JAS	26.30			
<a href="#">S53669</a>	Invoice	05/25/2023	PUR BPU T-SHIRTS ANNMARIE	0.00	267.00	
<a href="#">1.5.21.360</a>	Other Commodities	BPU T-SHIRTS ANNMARIE 2XL	160.20			
<a href="#">2.5.21.360</a>	Other Commodities	BPU T-SHIRTS ANNMARIE 2XL	53.40			
<a href="#">3.5.11.360</a>	Other Commodities	BPU T-SHIRTS ANNMARIE 2XL	53.40			
06266	MINNESOTA VALLEY	05/25/2023	Regular	0.00	2,350.70	80273
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">1195095</a>	Invoice	05/25/2023	TESTING	0.00	83.60	
<a href="#">3.5.11.275</a>	Testing & Monitoring	MINNESOTA VALLEY	83.60			
<a href="#">1196996</a>	Invoice	05/25/2023	TESTING	0.00	302.50	
<a href="#">3.5.11.275</a>	Testing & Monitoring	MINNESOTA VALLEY	302.50			
<a href="#">1197084</a>	Invoice	05/25/2023	TESTING	0.00	627.00	
<a href="#">3.5.11.275</a>	Testing & Monitoring	MINNESOTA VALLEY	627.00			
<a href="#">1197086</a>	Invoice	05/25/2023	TESTING	0.00	627.00	
<a href="#">3.5.11.275</a>	Testing & Monitoring	MINNESOTA VALLEY	627.00			
<a href="#">1197087</a>	Invoice	05/25/2023	TESTING	0.00	627.00	
<a href="#">3.5.11.275</a>	Testing & Monitoring	MINNESOTA VALLEY	627.00			
<a href="#">1198359</a>	Invoice	05/25/2023	TESTING	0.00	83.60	
<a href="#">3.5.11.275</a>	Testing & Monitoring	MINNESOTA VALLEY	83.60			
06600	MOTOROLA SOLUTIONS, INC	05/25/2023	Regular	0.00	224.00	80274
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">8281616960</a>	Invoice	05/25/2023	BATT - IMPRESS	0.00	224.00	
<a href="#">1.5.21.310</a>	Small Tools & Supplies	BATT - IMPRESS	224.00			
06790	NAPA AUTO PARTS BAXTER	05/25/2023	Regular	0.00	240.48	80275
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">578314</a>	Credit Memo	05/25/2023	CREDIT MEMO - ORIGNAL INV: 2400-5782	0.00	-77.67	
<a href="#">2.5.21.240</a>	Maintenance - Equipmen	CREDIT MEMO - ORIGNAL INV:	-77.67			
<a href="#">579649</a>	Credit Memo	05/25/2023	CREDIT MEMO - ORIG INV: 579608	0.00	-19.42	
<a href="#">2.5.21.240</a>	Maintenance - Equipmen	CREDIT MEMO - ORIG INV: 5796	-19.42			
<a href="#">583571</a>	Credit Memo	05/25/2023	CREDIT MEMO - ORIG INV: 523502 / 6068	0.00	-63.04	
<a href="#">1.5.21.240</a>	Maintenance - Equipmen	CREDIT MEMO - ORIG INV: 5235	-39.76			
<a href="#">1.5.21.330</a>	Maintenance - Equipmen	CREDIT MEMO - ORIG INV: 5235	-23.28			
<a href="#">584803</a>	Credit Memo	05/25/2023	CREDIT MEMO - ORIG. INV: 584766 / 572	0.00	-38.84	
<a href="#">1.5.21.240</a>	Maintenance - Equipmen	CREDIT MEMO - ORIG. INV: 584	-23.30			
<a href="#">2.5.21.240</a>	Maintenance - Equipmen	CREDIT MEMO - ORIG. INV: 584	-15.54			
<a href="#">595749</a>	Invoice	05/25/2023	SERPENTINE BELT	0.00	86.48	
<a href="#">3.5.11.240</a>	Maintenance - Equipmen	SERPENTINE BELT	86.48			
<a href="#">596555</a>	Invoice	05/25/2023	AIR BRAKE TUBING / HOSE	0.00	289.64	
<a href="#">3.5.11.240</a>	Maintenance - Equipmen	AIR BRAKE TUBING / HOSE	289.64			

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Date Range: 04/21/2023 - 05/25/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<a href="#">598559</a>	Invoice	05/25/2023	8 PT AXLE SOCKET	0.00	55.48	
	<a href="#">3.5.11.310</a>		Small Tools & Supplies		55.48	
<a href="#">600864</a>	Invoice	05/25/2023	OIL FILTERS	0.00	37.34	
	<a href="#">2.5.21.240</a>		Maintenance - Equipmen		37.34	
<a href="#">602474</a>	Invoice	05/25/2023	BEARING	0.00	18.55	
	<a href="#">1.5.21.240</a>		Maintenance - Equipmen		18.55	
<a href="#">602520</a>	Invoice	05/25/2023	BEARING	0.00	30.25	
	<a href="#">1.5.21.240</a>		Maintenance - Equipmen		30.25	
<a href="#">602635</a>	Invoice	05/25/2023	ROLLER BALL BEARINGS	0.00	58.30	
	<a href="#">1.5.21.240</a>		Maintenance - Equipmen		58.30	
<a href="#">602640</a>	Credit Memo	05/25/2023	CREDIT MEMO -ORIG INV: 602474/60252	0.00	-136.59	
	<a href="#">1.5.21.240</a>		Maintenance - Equipmen		-136.59	
07292	NUSS TRUCK & EQUIPMENT, INC.	05/25/2023	Regular	0.00	1,083.12	80277
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">3268269P</a>	Invoice	05/25/2023	CONTROL VALVE	0.00	294.46	
	<a href="#">3.5.11.240</a>		Maintenance - Equipmen		294.46	
<a href="#">3268571P</a>	Invoice	05/25/2023	BRAKE KIT / PALLET SEALING RINGS	0.00	788.66	
	<a href="#">3.5.11.240</a>		Maintenance - Equipmen		788.66	
07615	PIKE PLUMBING & HEATING OF BRD, INC	05/25/2023	Regular	0.00	4,091.89	80278
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">84426</a>	Invoice	05/25/2023	BACKFLOW TESTING	0.00	4,091.89	
	<a href="#">2.5.11.240</a>		Maintenance - Equipmen		1,363.97	
	<a href="#">2.5.21.240</a>		Maintenance - Equipmen		1,363.96	
	<a href="#">3.5.11.240</a>		Maintenance - Equipmen		1,363.96	
07641	PITNEY BOWES INC.	05/25/2023	Regular	0.00	3,183.99	80279
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">1023100320</a>	Invoice	05/25/2023	SOFTWARE SERVICE AGREEMENT-SMA TI	0.00	2,918.40	
	<a href="#">1.5.31.240</a>		Maintenance - Equipmen		1,751.04	
	<a href="#">2.5.31.240</a>		Maintenance - Equipmen		583.68	
	<a href="#">3.5.31.240</a>		Maintenance - Equipmen		583.68	
<a href="#">1023167088</a>	Invoice	05/25/2023	OFFICE SUPPLIES/METER SUPPLIES - RED I	0.00	265.59	
	<a href="#">1.5.31.370</a>		Office Supplies		159.35	
	<a href="#">2.5.31.370</a>		Office Supplies		53.12	
	<a href="#">3.5.31.370</a>		Office Supplies		53.12	
10225	POMP'S TIRE SERVICE INC.	05/25/2023	Regular	0.00	1,655.42	80280
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">2280000454</a>	Invoice	05/25/2023	TOWMAX STR - FA # 4232	0.00	183.06	
	<a href="#">1.5.21.240</a>		Maintenance - Equipmen		109.84	
	<a href="#">2.5.21.240</a>		Maintenance - Equipmen		73.22	
<a href="#">2300000281</a>	Invoice	05/25/2023	TIRES & MISC PARTS - FA # 3007	0.00	1,472.36	
	<a href="#">3.5.11.240</a>		Maintenance - Equipmen		1,472.36	
07920	QUALITY FLOW SYSTEMS, INC.	05/25/2023	Regular	0.00	523.00	80281
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">44688</a>	Invoice	05/25/2023	DRIVE BELT	0.00	523.00	
	<a href="#">3.5.11.240</a>		Maintenance - Equipmen		523.00	
08410	SCR-NORTHERN	05/25/2023	Regular	0.00	2,294.00	80282



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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	
	Account Number		Account Name		Distribution Amount	
<a href="#">W44264</a>	Invoice	05/25/2023	LEL SENSORS @ DIGESTER	0.00	1,713.00	
	<a href="#">3.5.11.240</a>		Maintenance - Equipmen		1,713.00	
<a href="#">W44265</a>	Invoice	05/25/2023	LEL SENSORS @ HEADWORKS	0.00	581.00	
	<a href="#">3.5.11.240</a>		Maintenance - Equipmen		581.00	
08430	SHORT ELLIOT HENDRICKSON, INC	05/25/2023	Regular	0.00	5,948.84	80283
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<a href="#">446182</a>	Invoice	05/25/2023	PROJECT 157774 - BRD STORAGE & BW TA	0.00	5,948.84	
	<a href="#">2.1.4011</a>		Construction In Progress		5,948.84	
08895	STUART C. IRBY CO	05/25/2023	Regular	0.00	13,885.24	80284
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<a href="#">S013418068.001</a>	Invoice	05/25/2023	INV GRAY METER PEDESTALS	0.00	12,690.00	
	<a href="#">1.1.1611</a>		Inventories		12,690.00	
<a href="#">S013488712.001</a>	Invoice	05/25/2023	PUR RAIN GEAR DALLAS	0.00	357.78	
	<a href="#">1.5.21.310</a>		Small Tools & Supplies		20.00	
	<a href="#">1.5.21.315</a>		Personal Protection Equip		135.00	
	<a href="#">1.5.21.315</a>		Personal Protection Equip		202.78	
<a href="#">S013491181.002</a>	Invoice	05/25/2023	PUR LV, HV, AND SLEEVES	0.00	147.46	
	<a href="#">1.5.21.275</a>		Testing & Monitoring		6.25	
	<a href="#">1.5.21.275</a>		Testing & Monitoring		1.50	
	<a href="#">1.5.21.275</a>		Testing & Monitoring		12.00	
	<a href="#">1.5.21.315</a>		Personal Protection Equip		127.71	
<a href="#">S013498572.003</a>	Invoice	05/25/2023	PUR DALLAS PPE	0.00	690.00	
	<a href="#">1.5.21.315</a>		Personal Protection Equip		690.00	
09165	TANNER MOTORS	05/25/2023	Regular	0.00	220.56	80285
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<a href="#">163671</a>	Invoice	05/25/2023	AA MOLDING - FA# 1026	0.00	220.56	
	<a href="#">1.5.21.240</a>		Maintenance - Equipmen		220.56	
09663	VIKING ELECTRIC SUPPLY, INC	05/25/2023	Regular	0.00	20,711.61	80286
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<a href="#">S006888855.001</a>	Invoice	05/25/2023	TRUNNION	0.00	209.19	
	<a href="#">2.5.11.240</a>		Maintenance - Equipmen		209.19	
<a href="#">S006892980.001</a>	Invoice	05/25/2023	BACK PANEL JIC / LIQ CONN. / HINGE COV	0.00	4,169.15	
	<a href="#">1.1.4011</a>		Construction In Progress		4,169.15	
<a href="#">S006892980.002</a>	Invoice	05/25/2023	LIQ CONN - SCADA	0.00	258.26	
	<a href="#">1.1.4011</a>		Construction In Progress		258.26	
<a href="#">S006892980.003</a>	Invoice	05/25/2023	BACK PANEL JIC - SCADA	0.00	159.64	
	<a href="#">1.1.4011</a>		Construction In Progress		159.64	
<a href="#">S006892980.004</a>	Invoice	05/25/2023	UL LIQUATITE - SCADA	0.00	208.14	
	<a href="#">1.1.4011</a>		Construction In Progress		208.14	
<a href="#">S006892980.005</a>	Invoice	05/25/2023	BACK PANEL/HINGE COVER/NOMINAL EN	0.00	14,057.19	
	<a href="#">1.1.4011</a>		Construction In Progress		14,057.19	
<a href="#">S006908646.001</a>	Invoice	05/25/2023	BUSHINGS/PLUGS/CLAMPS	0.00	99.87	
	<a href="#">4.5.11.240</a>		Maintenance - Equipmen		99.87	
<a href="#">S006908646.002</a>	Invoice	05/25/2023	BLUE PULL BOX	0.00	271.79	
	<a href="#">4.5.11.240</a>		Maintenance - Equipmen		271.79	
<a href="#">S006914588.001</a>	Invoice	05/25/2023	BATTERIES / BUSHINGS	0.00	69.15	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<a href="#">2.5.11.240</a>	Maintenance - Equipmen	BATTERIES / BUSHINGS		69.15	
<a href="#">S006922454.001</a>	Invoice	05/25/2023	CONDUIT / ELBOW / STEEL COVER	0.00	182.99	
	<a href="#">4.5.11.240</a>	Maintenance - Equipmen	CONDUIT / ELBOW / STEEL COV		182.99	
<a href="#">S006922454.002</a>	Invoice	05/25/2023	RACK SCREWS/ CAGE NUTS/CONDUIT BO	0.00	101.31	
	<a href="#">4.5.11.240</a>	Maintenance - Equipmen	RACK SCREWS/ CAGE NUTS/CO		101.31	
<a href="#">S006923987.001</a>	Invoice	05/25/2023	CLAMP / NO KO / SHRINK SLV	0.00	130.06	
	<a href="#">4.5.11.240</a>	Maintenance - Equipmen	CLAMP / NO KO / SHRINK SLV		130.06	
<a href="#">S006923987.002</a>	Invoice	05/25/2023	BACK PANEL / RING / TERMINAL	0.00	127.25	
	<a href="#">4.5.11.240</a>	Maintenance - Equipmen	BACK PANEL / RING / TERMINAL		127.25	
<a href="#">S006923987.003</a>	Invoice	05/25/2023	SLOTTED DUCT PVC	0.00	189.00	
	<a href="#">4.5.11.360</a>	Other Commodities	SLOTTED DUCT PVC		189.00	
<a href="#">S006927039.001</a>	Invoice	05/25/2023	CLAMPS / B-LINE SLOTTED GLAV.	0.00	173.55	
	<a href="#">4.5.11.240</a>	Maintenance - Equipmen	CLAMPS / B-LINE SLOTTED GLAV		173.55	
<a href="#">S006927039.002</a>	Invoice	05/25/2023	HIGH TEMP RING	0.00	183.39	
	<a href="#">4.5.11.240</a>	Maintenance - Equipmen	HIGH TEMP RING		183.39	
<a href="#">S006930432.001</a>	Invoice	05/25/2023	CONNECTORS/ BUSHINGS/CLAMPS	0.00	47.63	
	<a href="#">4.5.11.240</a>	Maintenance - Equipmen	CONNECTORS/ BUSHINGS/CLA		47.63	
<a href="#">S006951142.001</a>	Invoice	05/25/2023	MULTI GRIP COND CLAMP	0.00	29.71	
	<a href="#">1.5.21.360</a>	Other Commodities	MULTI GRIP COND CLAMP		29.71	
<a href="#">S006952732.001</a>	Invoice	05/25/2023	METAL SCREWS	0.00	28.59	
	<a href="#">1.5.21.360</a>	Other Commodities	METAL SCREWS		28.59	
<a href="#">S006954523.001</a>	Invoice	05/25/2023	INSERT BIT	0.00	0.79	
	<a href="#">1.5.21.360</a>	Other Commodities	INSERT BIT		0.79	
<a href="#">S006954523.002</a>	Invoice	05/25/2023	INSERT BIT	0.00	14.96	
	<a href="#">1.5.21.360</a>	Other Commodities	INSERT BIT		14.96	
09265	W.W. THOMPSON CONCRETE PRODUCTS	05/25/2023	Regular	0.00	60.60	80287
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">2305-635091</a>	Invoice	05/25/2023	16" POLE BARN SLUGS	0.00	60.60	
	<a href="#">2.5.11.240</a>	Maintenance - Equipmen	16" POLE BARN SLUGS		60.60	
10086	WATERSURPLUS	05/25/2023	Regular	0.00	60,638.07	80288
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">INV0004174</a>	Invoice	05/25/2023	PUR WATERPLUS 8X20 MESH FILTER	0.00	60,638.07	
	<a href="#">2.1.4011</a>	Construction In Progress	OXIPLUS75 8X20 MESH CATALYT		60,638.07	
09899	WESCO RECEIVABLES CORP	05/25/2023	Regular	0.00	745.38	80289
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">226741</a>	Invoice	05/25/2023	IN U-GUARD	0.00	567.80	
	<a href="#">1.1.1611</a>	Inventories	A U GUARD 2" X 10' FLANG PVC		496.00	
	<a href="#">1.1.1611</a>	Inventories	B U Guard 1" x 10' Flanged PVC		71.80	
<a href="#">228275</a>	Invoice	05/25/2023	PUR WW LIFTALL SLIGNS	0.00	177.58	
	<a href="#">3.5.11.310</a>	Small Tools & Supplies	EE280NFX12 2X12		74.48	
	<a href="#">3.5.11.310</a>	Small Tools & Supplies	EE2801NFX8 1X8		37.26	
	<a href="#">3.5.11.310</a>	Small Tools & Supplies	LIFTALL EE2802NFX4 2X4		37.54	
	<a href="#">3.5.11.310</a>	Small Tools & Supplies	EE2802NFX2 2X2		28.30	
09925	WEX HEALTH, INC	05/25/2023	Regular	0.00	28.00	80290
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<a href="#">0001735213-IN</a>	Invoice	05/25/2023	MONTHLY COBRA BILLING: 04/2023	0.00	28.00	
	<a href="#">1.5.31.285</a>	Consulting Services	WEX, HEALTH, INC		28.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
09948	WIDSETH SMITH NOLTING & ASSOC., INC	05/25/2023	Regular	0.00	11,555.68	80291
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">222389</a>	Invoice	05/25/2023	DIRECTIONAL DRILLING FORCEMAIN/RIVE	0.00	11,555.68	
<a href="#">3.1.4011</a>	Construction In Progress	DIRECTIONAL DRILLING FORCE	11,555.68			
10188	XTONA	05/25/2023	Regular	0.00	400.00	80292
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">9539</a>	Invoice	05/25/2023	Monthly IT Billing: 05/2023	0.00	400.00	
<a href="#">1.5.31.265</a>	Annual Maintenance Agr	Monthly IT Billing:	200.00			
<a href="#">2.5.31.265</a>	Annual Maintenance Agr	Monthly IT Billing:	80.00			
<a href="#">3.5.31.265</a>	Annual Maintenance Agr	Monthly IT Billing:	80.00			
<a href="#">4.5.31.265</a>	Annual Maintenance Agr	Monthly IT Billing:	40.00			
09961	XCEL ENERGY	05/01/2023	Bank Draft	0.00	4,600.13	DFT0000492
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">823410083</a>	Invoice	05/01/2023	Xcel Energy - Service Center/WWT	0.00	4,600.13	
<a href="#">1.5.21.230</a>	Utilities	Gas Bill	962.10			
<a href="#">1.5.31.230</a>	Utilities/Gas	Gas Bill	481.04			
<a href="#">2.5.21.230</a>	Utilities/Gas	Gas Bill	481.04			
<a href="#">2.5.31.230</a>	Utilities/Gas	Gas Bill	481.04			
<a href="#">3.5.11.230</a>	Utilities	Gas Bill	2,194.91			
00230	AFLAC	05/18/2023	Bank Draft	0.00	362.26	DFT0000502
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">738386</a>	Invoice	05/18/2023	W/H 05/26 & 06/09	0.00	362.26	
<a href="#">1.2.1311</a>	Withheld from Salaries	AFLAC	362.26			
02978	EBSO	05/18/2023	Bank Draft	0.00	79,304.18	DFT0000505
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<a href="#">9004-083049-200</a>	Invoice	05/18/2023	HEALTH INS. COVERAGE: 05/2023 - W/H 0	0.00	79,304.18	
<a href="#">1.1.1313</a>	Accounts Receivable -	Health Insurance	243.67			
<a href="#">1.2.1311</a>	Withheld from Salaries	EBSO	11,015.69			
<a href="#">1.5.31.432</a>	Health Insurance	EBSO	62,508.53			
<a href="#">1.5.31.432</a>	Health Insurance	EBSO	5,536.29			
01191	BREMER BANK - CC	05/25/2023	Bank Draft	0.00	21,496.10	DFT0000513

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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	
	Account Number	Account Name	Item Description	Distribution Amount		
04/25/23 - CC DR	Invoice	05/25/2023	04/25/2023 CC STATEMENT	0.00	21,496.10	
	<a href="#">1.4.3.94</a>		Refunds & Reimburseme	04/25/2023 CC STATEMENT	1,427.67	
	<a href="#">1.5.21.220</a>		Communications	04/25/2023 CC STATEMENT	14.79	
	<a href="#">1.5.21.310</a>		Small Tools & Supplies	04/25/2023 CC STATEMENT	181.97	
	<a href="#">1.5.21.310</a>		Small Tools & Supplies	04/25/2023 CC STATEMENT	186.77	
	<a href="#">1.5.21.360</a>		Other Commodities	04/25/2023 CC STATEMENT	972.77	
	<a href="#">1.5.21.440</a>		License/Taxes/Permits	04/25/2023 CC STATEMENT	400.00	
	<a href="#">1.5.21.460</a>		Travel/Conferences/Scho	04/25/2023 CC STATEMENT	1,755.80	
	<a href="#">1.5.31.220</a>		Communications	04/25/2023 CC STATEMENT	42.00	
	<a href="#">1.5.31.267</a>		IT System Expenses	04/25/2023 CC STATEMENT	4,788.99	
	<a href="#">1.5.31.310</a>		Small Tools & Supplies	04/25/2023 CC STATEMENT	21.55	
	<a href="#">1.5.31.360</a>		Other Commodities	04/25/2023 CC STATEMENT	56.00	
	<a href="#">1.5.31.370</a>		Office Supplies	04/25/2023 CC STATEMENT	98.88	
	<a href="#">1.5.31.420</a>		Dues & Subscriptions	04/25/2023 CC STATEMENT	128.71	
	<a href="#">1.5.31.460</a>		Travel/Conferences/Scho	04/25/2023 CC STATEMENT	465.00	
	<a href="#">2.1.4011</a>		Construction In Progress	04/25/2023 CC STATEMENT	216.66	
	<a href="#">2.5.11.240</a>		Maintenance - Equipmen	04/25/2023 CC STATEMENT	183.08	
	<a href="#">2.5.11.310</a>		Small Tools & Supplies	04/25/2023 CC STATEMENT	955.86	
	<a href="#">2.5.11.360</a>		Other Commodities	04/25/2023 CC STATEMENT	801.94	
	<a href="#">2.5.11.370</a>		Office Supplies	04/25/2023 CC STATEMENT	134.12	
	<a href="#">2.5.21.310</a>		Small Tools & Supplies	04/25/2023 CC STATEMENT	262.25	
	<a href="#">2.5.21.360</a>		Other Commodities	04/25/2023 CC STATEMENT	339.34	
	<a href="#">2.5.21.460</a>		Travel/Conferences/Scho	04/25/2023 CC STATEMENT	439.32	
	<a href="#">2.5.31.267</a>		IT System Expenses	04/25/2023 CC STATEMENT	1,911.36	
	<a href="#">2.5.31.310</a>		Small Tools & Supplies	04/25/2023 CC STATEMENT	21.55	
	<a href="#">2.5.31.360</a>		Other Commodities	04/25/2023 CC STATEMENT	56.00	
	<a href="#">2.5.31.460</a>		Travel/Conferences/Scho	04/25/2023 CC STATEMENT	155.00	
	<a href="#">3.5.11.220</a>		Communications	04/25/2023 CC STATEMENT	19.10	
	<a href="#">3.5.11.275</a>		Testing & Monitoring	04/25/2023 CC STATEMENT	707.00	
	<a href="#">3.5.11.310</a>		Small Tools & Supplies	04/25/2023 CC STATEMENT	323.06	
	<a href="#">3.5.11.360</a>		Other Commodities	04/25/2023 CC STATEMENT	332.31	
	<a href="#">3.5.11.370</a>		Office Supplies	04/25/2023 CC STATEMENT	324.00	
	<a href="#">3.5.11.440</a>		License/Taxes/Permits	04/25/2023 CC STATEMENT	20.00	
	<a href="#">3.5.11.460</a>		Travel/Conferences/Scho	04/25/2023 CC STATEMENT	200.50	
	<a href="#">3.5.21.360</a>		Other Commodities	04/25/2023 CC STATEMENT	155.60	
	<a href="#">3.5.31.267</a>		IT System Expenses	04/25/2023 CC STATEMENT	1,901.43	
	<a href="#">3.5.31.460</a>		Travel/Conferences/Scho	04/25/2023 CC STATEMENT	155.00	
	<a href="#">4.5.11.250</a>		Maintenance - Buildings	04/25/2023 CC STATEMENT	91.68	
	<a href="#">4.5.11.360</a>		Other Commodities	04/25/2023 CC STATEMENT	141.67	
	<a href="#">4.5.11.420</a>		Dues & Subscriptions	04/25/2023 CC STATEMENT	100.00	
	<a href="#">4.5.11.460</a>		Travel/Conferences/Scho	04/25/2023 CC STATEMENT	72.16	
	<a href="#">4.5.31.267</a>		IT System Expenses	04/25/2023 CC STATEMENT	935.21	
00472	AT&T MOBILITY	05/25/2023	Bank Draft	0.00	715.14	DFT0000514
	Payable #	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<a href="#">287260682523X0</a>	Invoice	05/25/2023	AT & T MONTHLY BILL	0.00	715.14	
	<a href="#">1.5.31.220</a>		Communications	AT & T MOBILITY - Monthly Bill	357.57	
	<a href="#">2.5.31.220</a>		Communications	AT & T MOBILITY - Monthly Bill	143.03	
	<a href="#">3.5.31.220</a>		Communications	AT & T MOBILITY - Monthly Bill	143.03	
	<a href="#">4.5.31.220</a>		Communications	AT & T MOBILITY - Monthly Bill	71.51	
00472	AT&T MOBILITY	05/25/2023	Bank Draft	0.00	1,239.41	DFT0000515

## Check Report

Date Range: 04/21/2023 - 05/25/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<a href="#">287302792515X0</a>	Invoice	05/25/2023	AT & T MONTHLY BILL	0.00	1,239.41	
	<a href="#">1.5.31.220</a>		Communications		619.70	
	<a href="#">2.5.31.220</a>		Communications		247.88	
	<a href="#">3.5.31.220</a>		Communications		247.88	
	<a href="#">4.5.31.220</a>		Communications		123.95	
01655	CANON FINANCIAL SERVICES, INC	05/25/2023	Bank Draft	0.00	598.10	DFT0000516
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<a href="#">30536846</a>	Invoice	05/25/2023	Canon Invoice - Contract Charge	0.00	598.10	
	<a href="#">1.2.2840</a>		Capital Lease Payable		228.79	
	<a href="#">1.5.31.480</a>		Interest Expense		130.07	
	<a href="#">2.2.2840</a>		Capital Lease Payable		76.26	
	<a href="#">2.5.31.480</a>		Interest Expense		43.36	
	<a href="#">3.2.2840</a>		Capital Lease Payable		76.26	
	<a href="#">3.5.31.480</a>		Interest Expense		43.36	
01805	CENTERPOINT ENERGY	05/25/2023	Bank Draft	0.00	70.85	DFT0000517
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<a href="#">11582840-2-04/1</a>	Invoice	05/25/2023	1602 E RIVER RD	0.00	70.85	
	<a href="#">3.5.21.230</a>		Utilities		69.79	
	<a href="#">3.5.31.290</a>		Other Charges		1.06	
01805	CENTERPOINT ENERGY	05/25/2023	Bank Draft	0.00	195.30	DFT0000518
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<a href="#">11595232-7-04/1</a>	Invoice	05/25/2023	50 JENNY STREET	0.00	195.30	
	<a href="#">2.5.11.230</a>		Utilities		191.27	
	<a href="#">2.5.31.290</a>		Other Charges		4.03	
02455	CTC	05/25/2023	Bank Draft	0.00	1,245.71	DFT0000519
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<a href="#">21202966</a>	Invoice	05/25/2023	MONTHLY BILL: 05/12/23-06/11/23	0.00	1,245.71	
	<a href="#">1.5.31.220</a>		Communications		687.59	
	<a href="#">2.5.31.220</a>		Communications		229.19	
	<a href="#">3.5.31.220</a>		Communications		229.19	
	<a href="#">4.5.31.220</a>		Communications		99.74	
02717	CULLIGAN	05/25/2023	Bank Draft	0.00	98.86	DFT0000520
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<a href="#">150-01059575-2-</a>	Invoice	05/25/2023	150-01059575-2 Service Center	0.00	98.86	
	<a href="#">1.5.21.290</a>		Other Charges		31.74	
	<a href="#">1.5.31.290</a>		Other Charges		27.58	
	<a href="#">2.5.21.290</a>		Other Charges		21.16	
	<a href="#">2.5.31.290</a>		Other Charges		18.38	
02717	CULLIGAN	05/25/2023	Bank Draft	0.00	69.00	DFT0000521
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<a href="#">150-10024107-7-</a>	Invoice	05/25/2023	150-10024107-7 Hydro	0.00	69.00	
	<a href="#">4.5.11.290</a>		Other Charges		69.00	
06171	MN DEPT OF REVENUE	05/25/2023	Bank Draft	0.00	97,800.00	DFT0000522

## Check Report

Date Range: 04/21/2023 - 05/25/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
04/2023-SALES T	Invoice	05/25/2023	SALES TAX DRAFT: 04/2023	0.00	97,800.00	
	<a href="#">1.2.1411</a>		Sales Tax Payable		94,922.00	
	<a href="#">2.2.1411</a>		Water Sales Tax Payable		2,855.00	
	<a href="#">4.2.1411</a>		Sales Tax Payable		23.00	
07640	PITNEY BOWES, INC.	05/25/2023	Bank Draft	0.00	3,500.00	DFT0000523
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
05/19/23-POSTA	Invoice	05/25/2023	POSTAGE REFILL	0.00	3,500.00	
	<a href="#">1.5.31.220</a>		Communications		2,100.00	
	<a href="#">2.5.31.220</a>		Communications		700.00	
	<a href="#">3.5.31.220</a>		Communications		700.00	
09961	XCEL ENERGY	05/25/2023	Bank Draft	0.00	2,412.63	DFT0000524
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
827272772	Invoice	05/25/2023	Xcel Energy - Service Center/WWT	0.00	2,412.63	
	<a href="#">1.5.21.230</a>		Utilities		309.78	
	<a href="#">1.5.31.230</a>		Utilities/Gas		154.89	
	<a href="#">2.5.21.230</a>		Utilities/Gas		154.89	
	<a href="#">2.5.31.230</a>		Utilities/Gas		154.89	
	<a href="#">3.5.11.230</a>		Utilities		1,638.18	
01191	BREMER BANK - CC	05/25/2023	Bank Draft	0.00	93.25	DFT0000525
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
05/11/23-DEP.SLI	Invoice	05/25/2023	BANK DEPOSIT SLIPS - DRAFTED FROM AC	0.00	93.25	
	<a href="#">1.5.31.370</a>		Office Supplies		55.95	
	<a href="#">2.5.31.370</a>		Office Supplies		18.65	
	<a href="#">3.5.31.370</a>		Office Supplies		18.65	

## Bank Code AP2 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	224	116	0.00	889,448.73
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	16	16	0.00	213,800.92
EFT's	5	5	0.00	2,119,045.16
	<b>245</b>	<b>137</b>	<b>0.00</b>	<b>3,222,294.81</b>

**All Bank Codes Check Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	224	116	0.00	889,448.73
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	16	16	0.00	213,800.92
EFT's	5	5	0.00	2,119,045.16
	<b>245</b>	<b>137</b>	<b>0.00</b>	<b>3,222,294.81</b>

**Fund Summary**

Fund	Name	Period	Amount
9	POOLED CASH CONTROL	4/2023	7,664.32
9	POOLED CASH CONTROL	5/2023	3,214,630.49
			<b>3,222,294.81</b>



# Contractor's Application For Payment No. 18

To (Owner):	Brainerd Public Utilities	Application Period: 4/1/2023 - 5/1/2023	Application Date: 5/1/2023
Project:	2.0 MG Water Storage Tank	From (Contractor):	Magney Construction, Inc.
Owner's Contract No.:		Contract:	All Construction
		Contractor's Project No.:	00578
		Engineer's Project No.:	BRDPU 157774


## Application for Payment

### Change Order Summary

Approved Change Orders		1. ORIGINAL CONTRACT PRICE	
Number	Additions	Deductions	2. Net change by Change Orders
COR No. 02	\$29,708.98		3. CURRENT CONTRACT PRICE (Line 1 ± 2)
COR No. 03	\$3,572.47		4. TOTAL COMPLETED AND STORED TO DATE
COR No. 04		\$13,424.76	(Column F on Progress Estimate)
COR No. 05	\$13,275.46		5. RETAINAGE:
			a. 5% x \$5,498,650.09 Work Completed
			b. 5% x \$0.00 Stored Materials
			c. Total Retainage (Line 5a + Line 5b)
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)
TOTALS		\$13,424.76	8. AMOUNT DUE THIS APPLICATION
NET CHANGE BY	\$46,556.91		9. BALANCE TO FINISH, PLUS RETAINAGE
CHANGE ORDERS		\$33,132.15	(Column G on Schedule of Values + Line 5c above)
			\$5,974,000.00
			\$33,132.15
			\$6,007,132.15
			\$5,498,650.09
			\$274,932.50
			\$0.00
			\$274,932.50
			\$5,223,717.59
			\$4,967,405.79
			\$256,311.80
			\$783,414.56

## Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of:	\$256,311.80	(Line 8 or other - attach explanation of other amount)
is recommended by:	 (Engineer)	05/10/2023 (Date)
Payment of:	\$256,311.80	(Line 8 or other - attach explanation of other amount)
is approved by:		(Date)
Approved by:		(Date)

By: 	Date: 5/1/2023
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EJCDC No. C-620 (2002 Edition)

Prepared by the Engineer's Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.



**Schedule of Values**

**Brainerd Public Utilities 2.0 MG Water Storage Tank  
Payment Application No. 18**

Date of Application: 5/1/2023  
Work completed through: 5/1/2023

Specification Section No.	Description Item	Scheduled Value	C	D	E	F	%	G
			From Previous Application (C+D)	This Period	Materials Presently Stored (not in Col D)	Total Completed and Stored to Date (C + D + E)		Balance to Finish
006113	Bonding & Insurance	\$56,200.00	\$56,200.00			\$56,200.00	100	\$0.00
017113	Mobilization and General Conditions	\$597,300.00	\$508,890.00	\$25,000.00		\$533,890.00	89	\$63,410.00
024119	Selective Demolition	\$133,400.00	\$133,400.00			\$133,400.00	100	\$0.00
024121	Water Tank Demolition	\$150,750.00	\$150,750.00			\$150,750.00	100	\$0.00
032000	Concrete Reinforcing	\$714,300.00	\$644,822.79	\$35,620.00		\$680,442.79	95	\$33,857.21
033000	Cast-In-Place Concrete	\$2,345,000.00	\$2,106,106.24	\$195,430.00		\$2,301,536.24	98	\$43,463.76
033510	Decorative Concrete Staining	\$85,320.00	\$0.00			\$0.00	0	\$85,320.00
055000	Metal and FRP Fabrications	\$123,250.00	\$122,198.32			\$122,198.32	99	\$1,051.68
061000	Rough Carpentry	\$19,130.00	\$0.00			\$0.00	0	\$19,130.00
066000	PVC Liner Panel	\$15,220.00	\$12,650.00			\$12,650.00	83	\$2,570.00
072100	Thermal Insulation	\$1,670.00	\$1,400.00			\$1,400.00	84	\$270.00
072129	Sprayed Insulation	\$10,555.00	\$0.00			\$0.00	0	\$10,555.00
076200	Sheet Metal Flashing and Trim	\$35,310.00	\$0.00			\$0.00	0	\$35,310.00
077233	Roof and Floor Hatches	\$16,770.00	\$10,898.11	\$5,871.89		\$16,770.00	100	\$0.00
079200	Joint Sealants	\$3,250.00	\$0.00			\$0.00	0	\$3,250.00
081600	Corrosion Resistant Doors and Frames & Hardware	\$10,210.00	\$10,210.00			\$10,210.00	100	\$0.00
099720	Coating Systems for Industrial Facilities	\$39,980.00	\$0.00			\$0.00	0	\$39,980.00
104400	Safety Specialties	\$350.00	\$0.00			\$0.00	0	\$350.00
Division 22	Plumbing	\$15,000.00	\$7,017.08	\$3,950.00		\$10,967.08	73	\$4,032.92
Division 23	Heating, Ventilating and Air Conditioning	\$8,500.00	\$3,425.00	\$2,600.00		\$6,025.00	71	\$2,475.00
Division 26	Electrical	\$37,300.00	\$35,692.90			\$35,692.90	96	\$1,607.10
311100	Clearing & Grubbing	\$17,700.00	\$17,700.00			\$17,700.00	100	\$0.00
311315	Site Preparation	\$25,000.00	\$21,050.00			\$21,050.00	84	\$3,950.00
312210	Earthwork	\$329,200.00	\$322,891.61			\$322,891.61	98	\$6,308.39
315000	Ground Support Systems	\$319,200.00	\$293,958.00			\$293,958.00	92	\$25,242.00
321122	Aggregate Base	\$22,700.00	\$0.00			\$0.00	0	\$22,700.00
321216	Plant-Mixed Asphalt Pavement	\$51,300.00	\$0.00			\$0.00	0	\$51,300.00
329100	Topsoil Placement	\$3,500.00	\$0.00			\$0.00	0	\$3,500.00
329212	Establishing Turf and Controlling Erosion	\$13,600.00	\$12,270.00	\$1,330.00		\$13,600.00	100	\$0.00
329300	Exterior Plants	\$31,415.00	\$0.00			\$0.00	0	\$31,415.00
331100	Water Distribution Systems	\$423,320.00	\$423,320.00			\$423,320.00	100	\$0.00
331630	Disinfection of Water Storage Facilities	\$4,570.00	\$2,300.00			\$2,300.00	50	\$2,270.00
334100	Storm Sewer Systems	\$9,270.00	\$5,970.00			\$5,970.00	64	\$3,300.00
334420	Manholes and Catch Basins	\$17,240.00	\$14,936.47			\$14,936.47	87	\$2,303.53

**Schedule of Values**

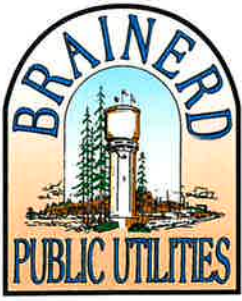
**Brainerd Public Utilities 2.0 MG Water Storage Tank  
Payment Application No. 18**

Date of Application: 5/1/2023  
Work completed through: 5/1/2023

Specification Section No.	Item Description	Scheduled Value	C From Previous Application (C+D)	D This Period	E Materials Presently Stored (not in Col D)	F Total Completed and Stored to Date (C + D + E)	%	G Balance to Finish
402310	Process Water and Waste Piping	\$231,120.00	\$230,120.00			\$230,120.00	100	\$1,000.00
402320	Process Piping Valves	\$25,300.00	\$25,300.00			\$25,300.00	100	\$0.00
402330	Process Piping Specialties	\$4,500.00	\$4,500.00			\$4,500.00	100	\$0.00
402340	Process Piping Hangers and Supports	\$2,500.00	\$0.00			\$0.00	0	\$2,500.00
402350	Process Piping Testing, Adjusting and Disinfection	\$1,000.00	\$500.00			\$500.00	50	\$500.00
409119	Instrumentation	\$22,800.00	\$20,812.00			\$20,812.00	91	\$1,988.00
COR No. 02	30" Pipe & Fittings	\$29,708.98	\$29,708.98			\$29,708.98	100	\$0.00
COR No. 03	Demo Valve Vault	\$3,572.47	\$0.00			\$0.00	0	\$3,572.47
COR No. 04	Deleted Work Credit & FRP	(\$13,424.76)	(\$13,424.76)			(\$13,424.76)	100	\$0.00
COR No. 05	New 16" Gate Valve	\$13,275.46	\$13,275.46			\$13,275.46	100	\$0.00
	<b>Totals</b>	\$6,007,132.15	\$5,228,848.20	\$269,801.89	\$0.00	\$5,498,650.09	91.5%	\$508,482.06

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.



# 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](http://www.bpu.org)

## **Brainerd Public Utilities BPU Commission Unfinished Business May 30, 2023**

### **A. Roberts Gravel Pit Purchase**

There has been a discussion with Keith Roberts who has indicated the survey of the property is done and that he is willing to begin work on finalizing the purchase agreement. City Attorney Langel has been instructed to contact Roberts' attorney to finalize the purchase agreement.

### **B. Forcemain Crossing of Mississippi River**

License for BPU to cross the Mississippi River was issued by the DNR effective May 1, 2023, for a 50-year term. The only special provision is to be watchful for the Blanding Turtle which is a Minnesota endangered species. Also dealing with bluff regulations.

### **C. Hydro Automation and Generation**

Meeting with Barr Engineering on a weekly basis regarding the following items:

- FERC licensing and annual reporting;
- Preparing 30% engineering designs for new generation options 1 and 3 discussed at previous Commission meeting;
- Installation of additional security measures and automation of facility;
- Scheduling of Emergency Action Plan functional exercise in August. School District No. 181 will allow BPU to use High School for the location of the exercise.
- Scheduling of Part 12D five-year audit in 2024.

### **D. Crypto Mining Projects**

JFK is currently mining on a month-to-month basis at approximately 4 MWs and plans to ramp up to 10 MWs by July. Have worked with JFK over the past few weeks in finalizing the Large Industrial Power Agreement between JFK and BPU, which is included as an item under New Business. The biggest change from the draft original agreement deals with calculation of deposit. Under the draft original agreement, the deposit would have been calculated based on 25% of locked in energy purchased multiplied by the number of months under contract. Under proposed agreement the deposit is calculated on a two-month total bill (term between 6 and 24 months) and one-month total bill (term between 2 and 5 months).

VCV is in the process of finalizing building design with City of Brainerd. The maximum load would be 25 MWs and the anticipated actual startup date would be the 1st quarter of 2024.



# 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](http://www.bpu.org)

To: Brainerd Public Utilities Commission

From: Todd Wicklund *Tow*

Date: May 25, 2023

Re: Final Electric Rate Design Recommendation

See attached Electric Customers Rate Schedule for a summary of the electric rate changes recommended by Utility Financial Solutions (UFS) for the two-year period effective September 1, 2023 and 2024. The effective rate increase is 1.1% each year. It was also UFS recommendation to decrease the Power Cost Adjustment (PCA) per kWh charge from \$0.017 to \$0.00734 effective September 1, 2023, however, my recommendation is to decrease the PCA charge gradually over a minimum period of 10 months rather than making a large one-time adjustment.

Also attached is UFS recommended changes to the various street lighting and security lighting charges effective for the same time period mentioned above.

I have also included for your consideration a schedule prepared by APPA which indicates the average blended electric rates for 2021 for all utilities in the State of Minnesota.

**Brainerd Public Utilities  
Electric Customer Rates**

Effective Date	kW Load		(Feb) 2013	(Feb) 2014	(Feb) 2016	(Feb) 2017	(April) 2018	(July) 2019	(Jan) 2021 (1)	(Sept) 2022 (1)	(Sept) 2023 (1)	(Sept) 2024 (1)	Total Revenue		Net Revenue Change		
													22/23	23/24	24/25	24/25	
Residential																	
Base Charge			\$ 13.25	\$ 13.75	\$ 14.30	\$ 14.75	\$ 15.25	\$ 15.75	\$ 16.25	\$ 16.25	\$ 16.90	\$ 17.50	6,245,516	6,308,212	6,373,324	62,696	65,112
Energy Charge - Per kWh			0.0660	0.0674	0.0688	0.0707	0.0739	0.0774	0.0858	0.0858	0.08598	0.08628					
Commercial																	
Base Charge			22.00	22.75	23.25	23.75	24.25	24.25	24.25	24.25	24.50	25.00	1,543,976	1,564,048	1,584,380	20,072	20,332
1 PH	<15		-	-	-	-	-	-	-	-	-	-					
3 PH	<15		-	-	-	-	-	-	-	-	-	-					
Energy Charge - Per kWh			0.0675	0.0699	0.0731	0.0771	0.0830	0.0903	0.1030	0.1030	0.10437	0.10581					
1 PH and 3 PH	<15																
Small General Service																	
Base Charge			40.00	33.50	33.50	34.00	36.00	38.00	45.00	45.00	48.70	52.45	3,923,774	3,974,783	4,026,455	51,009	51,672
1 PH	15 to <100																
3 PH	15 to <100		0.0342	-	-	-	-	-	-	-	-	-					
Energy Charge - Per kWh			-	-	-	-	-	-	-	-	-	-					
1 PH and 3 PH			-	-	-	-	-	-	-	-	-	-					
First 2,500 kWh per month			0.0699	0.0736	0.0780	0.0832	0.0897	0.1030	0.0891	0.0891	0.08872	0.08836					
Over 2,500 kWh per month			0.0349	0.0349	0.0355	0.0379	0.0421	0.0532	0.0791	0.0791	0.07876	0.07844					
Demand Charge - Per kW			14.00	-	-	-	-	-	-	-	-	-					
1 PH and 3 PH			-	-	-	-	-	-	-	-	-	-					
First 8 kW per month			-	-	-	-	-	-	3.00	3.00	3.25	3.50					
Over 8 kW per month			-	15.75	16.75	17.25	17.25	16.75	8.00	8.00	8.40	8.80					
Medium General Service																	
Base Charge	3 PH		-	-	-	-	-	-	75.00	75.00	81.50	88.00	5,991,657	6,045,582	6,097,902	53,925	52,320
Energy Charge - Per kWh	100 to <1000		-	-	-	-	-	-	0.0550	0.0550	0.05518	0.05534					
Demand Charge - Per kW			-	-	-	-	-	-	15.50	15.50	15.75	16.00					
Large General Service																	
Base Charge	3 PH		120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	125.00	130.00	1,804,334	1,827,791	1,851,552	23,457	23,761
Energy Charge - Per kWh	1000 to <2500		-	-	-	-	-	-	0.0480	0.0546	0.05523	0.05588					
Secondary			0.0265	0.0270	0.0275	0.0287	0.0307	0.0342	-	-	-	-					
Primary			0.0255	0.0259	0.0269	0.0279	0.0299	0.0338	-	-	-	-					
Demand Charge - Per kW			-	-	-	-	-	-	13.75	13.75	14.00	14.25					
Secondary			17.50	18.00	18.50	19.00	19.50	19.50	17.75	-	-	-					
Primary			17.00	17.30	17.50	17.90	18.30	18.30	16.80	-	-	-					
Large Power																	
Base Charge			-	-	-	-	-	-	-	-	-	-	801,873	814,703	827,941	12,830	13,238
Energy Charge - Per kWh			-	-	-	-	-	-	-	-	-	-					
Demand Charge - Per kW			-	-	-	-	-	-	-	-	-	-					
Interruptible Industrial																	
Base Charge			-	-	-	-	-	-	-	-	-	-					
Distribution Demand Charge			-	-	-	-	-	-	-	-	-	-					
Substation Recovery Charge			-	-	-	-	-	-	-	-	-	-					
Power Supply and Transmission Charge			-	-	-	-	-	-	-	-	-	-					
Duel Fuel																	
Base Charge			0.50	1.50	2.50	3.50	4.50	5.50	6.50	6.50	7.30	8.10	133,147	135,810	138,526	2,663	2,716
Energy Charge - Per kWh			0.0460	0.0466	0.0474	0.0488	0.0495	0.0504	0.0593	0.0593	0.05990	0.06053					
Off Peak																	
Base Charge			0.50	1.50	2.50	3.50	4.50	5.50	6.50	6.50	7.30	8.10	13,620	13,892	14,170	272	278
Energy Charge - Per kWh			0.0397	0.0409	0.0422	0.0442	0.0467	0.4970	0.0600	0.0600	0.06024	0.06051					
All Customers																	
Power Cost Adjustment			0.0070	0.0210	0.0150	0.1250	0.0210	0.0210	0.0090	0.0090	0.0170	0.00734	20,457,897	20,684,821	20,914,250	226,924	229,429

(1) Based on 3rd highest kW month during a rolling 12 month period.

**Brainerd Public Utilities**
**Electric Rate Design**

## City Lights

Rates	Current	Year 1	Year 2
<b>Monthly Facilities Charge:</b>			
100W Pinto + pole	\$ 8.40	\$ <b>8.44</b>	\$ <b>8.48</b>
150W HPS + pole SecLt	\$ 8.96	\$ <b>9.00</b>	\$ <b>9.05</b>
175W MV + pole SecLt	\$ 9.52	\$ <b>9.57</b>	\$ <b>9.62</b>
200W HPS + Pole	\$ 12.90	\$ <b>12.96</b>	\$ <b>13.03</b>
150W HPS + Dec pole	\$ 27.31	\$ <b>27.45</b>	\$ <b>27.58</b>
College Drive Flasher	\$ 2.26	\$ <b>2.27</b>	\$ <b>2.28</b>
24W LED 2 Globe + Dec pole	\$ 37.33	\$ <b>37.52</b>	\$ <b>37.70</b>
24W LED 4 Globe + Dec pole	\$ 38.25	\$ <b>38.44</b>	\$ <b>38.63</b>
2 Globe + Dec pole	\$ 31.67	\$ <b>31.83</b>	\$ <b>31.98</b>
4 Globe + Dec pole	\$ 31.67	\$ <b>31.83</b>	\$ <b>31.98</b>
48W LED Pinto + pole	\$ 7.44	\$ <b>7.48</b>	\$ <b>7.52</b>
46W LED Pinto + pole	\$ 7.40	\$ <b>7.44</b>	\$ <b>7.48</b>
24W LED Pinto + pole	\$ 6.98	\$ <b>7.01</b>	\$ <b>7.05</b>
40W LED + pole SecLt	\$ 8.36	\$ <b>8.40</b>	\$ <b>8.44</b>
48W LED + pole SecLt	\$ 8.51	\$ <b>8.55</b>	\$ <b>8.60</b>
73W LED + pole SecLt	\$ 8.99	\$ <b>9.04</b>	\$ <b>9.08</b>
101W LED + pole	\$ 11.26	\$ <b>11.32</b>	\$ <b>11.37</b>
Revenue from Rate	\$ 243,567	\$ 244,750	\$ 245,938
Change from Previous		<b>0.5%</b>	<b>0.5%</b>

**Brainerd Public Utilities**
**Electric Rate Design**

## Security Lights

Rates	Current	Year 1	Year 2
<b>Monthly Facilities Charge:</b>			
150W HPS	\$ 12.00	\$ <b>12.06</b>	\$ <b>12.12</b>
150 W HPS - LED	\$ 3.00	\$ <b>3.01</b>	\$ <b>3.03</b>
Revenue from Rate	\$ 63,528	\$ 63,836	\$ 64,147
Change from Previous		<b>0.5%</b>	<b>0.5%</b>



# MINNESOTA

AVERAGE REVENUE PER KWH, 2021 (IN CENTS)

State Averages	Residential Rev/kWh	Commercial Rev/kWh	Industrial Rev/kWh	Total Rev/kWh*
Public Power	13.1	11.0	8.7	10.5
Investor-Owned	13.7	11.5	8.2	10.9
Cooperative	13.6	10.5	8.5	12.1
<b>Public Power</b>				
Ada Water & Light Department	-	-	-	8.9
Adrian Public Utilities Commission	-	-	-	11.2
Aitkin Public Utilities Commission	-	-	-	12.6
Alexandria Board of Public Works	10.4	10.7	8.1	9.0
Alpha, City of	-	-	-	17.4
Alvarado, City of	-	-	-	12.9
Anoka, City of	13.7	9.6	10.0	10.9
Arlington, City of	-	-	-	11.3
Austin Utilities	13.5	10.9	8.0	10.3
Bagley Public Utilities	-	-	-	11.3
Baudette, City of	-	-	-	10.4
Benson, City of	-	-	-	9.2
Bigelow, City of	-	-	-	13.5
Biwabik Public Utilities	-	-	-	10.5
Blooming Prairie Public Utilities	-	-	-	11.4
Blue Earth Light & Water Department	-	-	-	11.3
Brainerd Public Utilities	-	-	-	11.6
Breckenridge, City of	-	-	-	9.2
Brewster, City of	-	-	-	12.3
Brownton, City of	-	-	-	9.5
Buffalo Municipal Utility	-	-	-	14.1
Buhl, City of	-	-	-	9.8
Caledonia, City of	-	-	-	12.7

## MINNESOTA

AVERAGE REVENUE PER KWH, 2021 (IN CENTS)

	Residential Rev/kWh	Commercial Rev/kWh	Industrial Rev/kWh	Total Rev/kWh
Ceylon, City of	-	-	-	8.8
Chaska Electric Department	15.4	11.6	11.4	12.3
City of Barnesville	-	-	-	9.6
Delano Municipal Utilities	-	-	-	10.3
Detroit Lakes Public Utilities	-	-	-	9.7
Dunnell, City of	-	-	-	11.3
East Grand Forks Water, Light, Power & Building Commission	-	-	-	9.4
Eitzen, City of	-	-	-	12.0
Elbow Lake, City of	-	-	-	11.1
Elk River Municipal Utilities	13.6	13.4	9.8	11.3
Ely, City of	-	-	-	12.0
Fairfax, City of	-	-	-	9.8
Fairmont Public Utilities Commission	-	-	-	10.4
Fosston, City of	-	-	-	12.1
Gilbert Water & Light	-	-	-	9.5
Glencoe Light & Power Commission	-	-	-	10.0
Grand Marais Public Utilities Commission	-	-	-	11.8
Grand Rapids Public Utilities Commission	-	-	-	11.6
Granite Falls, Town of	-	-	-	13.2
Grove City Public Utilities	-	-	-	13.7
Halstad Municipal Utilities	-	-	-	12.6
Harmony, City of	-	-	-	10.2
Hawley Public Utilities Commission	-	-	-	12.7
Henning, City of	-	-	-	9.4
Hibbing Public Utilities Commission	-	-	-	12.6
Hutchinson Utilities Commission	10.7	9.4	7.9	9.0
Jackson, City of	-	-	-	13.0
Janesville, City of	-	-	-	10.9



## MINNESOTA

AVERAGE REVENUE PER KWH, 2021 (IN CENTS)

	Residential Rev/kWh	Commercial Rev/kWh	Industrial Rev/kWh	Total Rev/kWh
Kasota, City of	-	-	-	10.0
Kasson, City of	-	-	-	11.3
Keewatin Public Utilities Commission	-	-	-	13.4
Kenyon Municipal Utilities	-	-	-	11.9
Lake City, City of	-	-	-	9.6
Lake Crystal Municipal Power Plant	19.2	17.2	-	18.3
Lake Park Public Utilities	-	-	-	10.2
Lakefield Public Utilities	-	-	-	15.2
Lanesboro Public Utility Commission	-	-	-	13.5
Le Sueur, City of	-	-	-	10.4
Litchfield, City of	-	-	-	7.7
Luverne, City of	-	-	-	10.6
Mabel, City of	-	-	-	14.0
Madelia Municipal Light & Power	-	-	-	14.7
Madison, City of	-	-	-	8.4
Marshall Municipal Utilities	9.7	8.4	6.0	6.8
Melrose, City of	-	-	-	7.7
Moorhead Public Service	10.8	11.3	8.2	9.6
Moose Lake Water & Light Commission	-	-	-	13.5
Mora Municipal Utilities	-	-	-	10.1
Mountain Iron, City of	-	-	-	12.3
Mountain Lake, City of	-	-	-	8.6
Nashwauk Public Utilities	-	-	-	7.8
New Prague Utilities Commission	-	-	-	9.5
New Ulm Public Utilities	-	-	-	11.9
Newfolden, City of	-	-	-	11.2
Nielsville, City of	-	-	-	12.7
North Branch, City of	-	-	-	14.8
North Saint Paul, City of	-	-	-	14.2

## MINNESOTA

### AVERAGE REVENUE PER KWH, 2021 (IN CENTS)

	Residential Rev/kWh	Commercial Rev/kWh	Industrial Rev/kWh	Total Rev/kWh
Olivia, City of	-	-	-	10.0
Ortonville, City of	-	-	-	9.7
Owatonna Public Utilities	12.8	10.7	8.6	9.8
Peterson, City of	-	-	-	12.8
Pierz Municipal Electric	-	-	-	10.9
Preston Public Utilities Commission	-	-	-	12.5
Princeton Public Utilities Commission	-	-	-	12.4
Proctor Public Utilities Commission	-	-	-	12.0
Randall, City of	-	-	-	11.3
Redwood Falls Public Utilities Commission	-	-	-	10.0
Rochester Public Utilities	14.9	11.5	11.3	12.6
Roseau, City of	-	-	-	11.2
Round Lake, City of	-	-	-	10.9
Rushford, City of	-	-	-	13.4
Rushmore, City of	-	-	-	11.7
Sauk Centre Public Utilities Commission	-	-	-	9.1
Shakopee Public Utilities Commission	13.4	13.8	10.6	11.6
Shelly, City of	-	-	-	9.8
Sleepy Eye Public Utilities Commission	-	-	-	10.8
Spring Grove, City of	-	-	-	13.5
Spring Valley Public Utilities Commission	-	-	-	14.7
Springfield Public Utilities Commission	-	-	-	14.8
St. Charles, City of	-	-	-	13.5
St. James, City of	-	-	-	9.8
St. Peter Municipal Electric Utility	-	-	-	11.4
Staples, City of	-	-	-	11.7
Stephen, City of	-	-	-	14.8
Thief River Falls, City of	-	-	-	11.1
Truman Public Utilities	-	-	-	19.7

## MINNESOTA

AVERAGE REVENUE PER KWH, 2021 (IN CENTS)

	Residential Rev/kWh	Commercial Rev/kWh	Industrial Rev/kWh	Total Rev/kWh
Two Harbors, City of	-	-	-	16.2
Tyler, City of	-	-	-	7.8
Virginia Department of Public Utilities	-	-	-	14.6
Wadena, City of	-	-	-	8.4
Warren, City of	-	-	-	7.9
Warroad, City of	-	-	-	8.8
Waseca, City of	-	-	-	12.0
Wells Public Utilities	-	-	-	12.2
Westbrook Municipal Light & Power	-	-	-	11.5
Whalan, City of	-	-	-	11.8
Willmar Municipal Utilities	11.7	10.6	8.5	10.1
Windom, City of	-	-	-	8.4
Winthrop, City of	-	-	-	10.4
Worthington Public Utilities	11.4	9.7	7.7	8.9

### Investor-Owned

MP

ALLETE, Inc.	12.7	11.9	7.8	9.0
Northern States Power Co	13.9	11.6	9.0	11.7
Northwestern Wisconsin Elec Co	15.0	15.4	-	15.1
Otter Tail Power Co	11.8	9.7	5.6	8.5

### Cooperative

Agralite Electric Coop	12.5	7.5	9.0	9.6
Arrowhead Electric Coop, Inc	-	-	-	14.5
Beltrami Electric Coop, Inc	14.1	11.7	27.5	13.6
BENCO Electric Cooperative	14.4	12.1	10.9	13.5
Brown County Rural Elec Assn	-	-	-	11.2
Clearwater-Polk Elec Coop Inc	-	-	-	13.1
Connexus Energy	13.9	10.9	8.6	12.6

## MINNESOTA

AVERAGE REVENUE PER KWH, 2021 (IN CENTS)

	Residential Rev/kWh	Commercial Rev/kWh	Industrial Rev/kWh	Total Rev/kWh
Cooperative L&P Assn Lake County	-	-	-	13.2
Crow Wing Cooperative Power & Light Comp	12.2	10.7	10.8	11.7
Dakota Electric Association	13.8	9.3	9.7	11.6
East Central Energy	16.0	12.0	8.1	13.8
Federated Rural Electric Assn	10.5	10.0	7.1	8.4
Freeborn Mower Electric Cooperative	13.8	11.2	8.1	11.3
Goodhue County Coop Elec Assn	-	-	-	13.1
H-D Electric Coop Inc	-	-	-	14.0
Heartland Power Coop	11.8	-	-	11.8
Itasca-Mantrap Co-op Electrical Assn	13.2	12.4	8.6	11.3
Kandiyohi Power Coop	-	-	-	12.9
Lake Country Power	15.4	13.6	8.1	14.6
Lake Region Electric Cooperative	12.7	10.3	9.9	12.0
Lyon Electric Cooperative, Inc.	-	-	-	11.4
McLeod Cooperative Power Assn	-	-	-	12.4
Meeker Coop Light & Power Assn	12.4	11.1	8.1	11.6
MiEnergy Cooperative	14.8	11.4	7.2	12.4
Mille Lacs Energy Cooperative	15.5	12.7	11.7	14.3
Minnesota Valley Coop L&P Assn	11.5	11.3	8.1	10.5
Minnesota Valley Electric Coop	11.8	9.0	-	10.6
Nobles Cooperative Electric	-	-	-	11.0
North Itasca Electric Coop Inc	-	-	-	17.5
North Star Electric Coop, Inc	-	-	-	14.4
P K M Electric Coop, Inc	-	-	-	12.9
People's Cooperative Services	15.4	12.5	10.2	14.0
Red Lake Electric Coop, Inc	-	-	-	12.8
Red River Valley Coop Pwr Assn	-	-	-	13.0

## MINNESOTA

### AVERAGE REVENUE PER KWH, 2021 (IN CENTS)

	Residential Rev/kWh	Commercial Rev/kWh	Industrial Rev/kWh	Total Rev/kWh
Redwood Electric Coop	-	-	-	11.2
Renville-Sibley Coop Pwr Assn	-	-	-	9.0
Roseau Electric Coop, Inc	-	-	-	12.8
Runestone Electric Assn	12.8	12.3	9.3	12.4
Sioux Valley SW Elec Coop	12.1	13.7	9.5	11.3
South Central Electric Assn	13.2	12.0	6.7	10.2
Stearns Cooperative Elec Assn	12.2	11.0	8.7	11.6
Steele-Waseca Cooperative Electric	14.5	12.2	9.3	12.1
Todd-Wadena Electric Coop	-	-	-	10.8
Traverse Electric Coop, Inc	-	-	-	9.8
Wild Rice Electric Coop, Inc	13.4	11.5	8.0	13.0
Wright-Hennepin Coop Elec Assn	12.5	10.0	9.1	11.6

Source: U.S. Department of Energy, Energy Information Administration, Form EIA-861 and EIA-861S, 2021 data.  
 Prepared January 2023 by the American Public Power Association, Regulatory Affairs Department.  
 Revenue per kilowatt hour data represent full-service sales only.  
 See final tab, "Unbundled Sales," for unbundled rates.  
 Shaded rows represent utilities who completed the EIA-861 short form. Only Total Rev/kWh is available.  
 \* Note: State revenue per kilowatt-hour totals include only utilities that report data on Form EIA-861, long form.

## Proposed Professional Services Agreement

Prices, terms, and conditions are good for a period of 90 days from this proposal date of May 22, 2023.

Payment will be made through submission of invoices at progressive billings.

### Project fees for Scope of Services listed are \$25,500\*

Water (COS/FP/RD) \$12,500\*

Sewer (COS/FP/RD) \$13,000\*

\* On-site visits are billed at out of scope pricing; travel time discounted 50%.

Out of pocket expenses are billed actual.

#### Anticipated Meetings (Online Platform):

- Project kickoff
- Data collection summary
- Financial review summary
- Draft report to management
- Final report to management

#### Hourly Rates (travel is discounted at 50%)

Mark Beauchamp	\$ 355.00
Dawn Lund	\$ 306.00
Dan Kasbohm	\$ 270.00
Mike Johnson	\$ 270.00
Chris Lund	\$ 270.00
Jillian Jurczyk	\$ 200.00
Joan Bakenhus	\$ 165.00
Support Staff	\$ 75.00 – 130.00

#### Deliverables PDF Format:

1. Cost of Service Study "Executive Summary" Reports
2. Revenue proof of proposed rates
3. Minimum cash reserve determination
4. Target operating income (ROR) determination
5. Debt Coverage Ratio determination
6. One-year Rate design and revenue proof

#### Onsite Meetings

Any requested and approved onsite presentation will be billed at hourly rates with a 50% discount on related travel time. Out of pocket travel expenses are billed at cost. All costs incurred from schedule changes initiated by client after booking will be considered out of pocket.

#### Out of Scope Pricing

Out of scope items and work hours will be billed at the hourly rates listed on this page.

All rate designs outside of the current rate structure will be charged hourly.

We look forward to exceeding your expectations. Please sign, date, and return to [clund@ufswweb.com](mailto:clund@ufswweb.com) at your earliest convenience.

Sincerely,



Mark Beauchamp, CPA, CMA, MBA  
President, Utility Financial Solutions, LLC

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

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

Brainerd Public Utilities

**LARGE INDUSTRIAL POWER AGREEMENT  
BETWEEN BRAINERD PUBLIC UTILITIES COMMISSION  
AND JUST FOR KRYPTO, LLC**

This Large Industrial Power Agreement ("Agreement") is made and entered into effective \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Water and Light Department d/b/a/ Brainerd Public Utilities ("BPU"), a municipal utility duly organized and existing under the laws of the State of Minnesota, and Just For Krypto, LLC ("JFK"), a limited liability company duly organized and existing under the laws of the State of Minnesota ("Customer"), individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, Customer submitted an electric service application to BPU seeking twenty (20) megawatts of three-phase electric service; and

WHEREAS, BPU directed staff to evaluate the technical, planning, and cost components of providing electric service to Customer, mindful that Customer's requested service exceeds BPU's system load; and

WHEREAS, a transmission study completed by MISO concerning transmission system requirements has indicated there could be congestion constraints in the ability to serve Customer during the summer months; and

WHEREAS, the Parties wish to set forth the terms and conditions under which BPU will provide electric service to Customer.

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

**1. INTENT AND INTERPRETATION**

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

**2. DEFINITIONS**

**Contract Year** shall mean the twelve-month period beginning on \_\_\_\_\_, 2023 and ending on \_\_\_\_\_, 2023.

**Credit and Security Addendum** means the agreement attached hereto as Exhibit C



between BPU and Customer related to the credit assurances provided by Customer specifically supporting this Agreement, the terms of which are incorporated herein by reference.

**Customer Load** shall mean the power and energy capacity to be delivered to Customer under this Agreement, in megawatt hour amounts to be agreed to by the Parties, but in any case not to exceed 20 megawatts.

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

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

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

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

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

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

**Power Factor** shall mean the ratio of working power, measured in kilowatts (kw), to apparent power, measured in kilovolt amperes (kVA). Apparent power, also known as demand, is the measure of the amount of power used to run machinery and equipment during a certain period. It is found by multiplying ( $kVA = V \times A$ ).

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

### **3. CONDITIONS PRECEDENT.**

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

**3.1.** Execution of the Customer Deposit and Initial Expense Agreement between Customer and BPU attached as Exhibit B and payment by Customer thereunder.



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

**3.3.** Registration of Customer's load in the MISO Programs.

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

#### **4. TERM OF AGREEMENT**

The initial term of this Agreement shall be two years from the effective date. Thereafter, the Agreement may be extended by additional two-year terms by mutual agreement of the Parties. Per Minnesota statute 216B.37, BPU will extend the agreement and continue to provide customer with power as long as customer is in good standing.

#### **5. ELECTRIC SERVICE CONDITIONS AND RATE COMPONENTS**

**5.1. Energy Block Purchases.** Customer may only purchase Energy Blocks after providing advance notice to BPU as provided in Section 5.2. Customer acknowledges and agrees that Energy Blocks are market-based pricing through MISO, and Customer assumes all risks of such pricing, including changes in prices and rates, and Customer acknowledges that it cannot receive general requirements service from BPU, as its supply will strictly be limited to the Energy Blocks nominated and purchased hereunder.

**5.2. Nomination Process.** After construction of facilities described in Section 8.1, BPU will provide estimated monthly Energy Block prices to Customer by the 10th calendar day of the month for the following month. If Customer wishes to arrange the purchase of Energy Block(s), it must provide written notice to BPU no later than the noon Central Time on the 15<sup>th</sup> calendar day of the month for the following month(s) in the quantities and market prices and during such periods as will also be memorialized in a signed Confirmation Letter, the form of which is set forth in Exhibit E. BPU will not arrange any purchase of Energy Block(s) absent Customer's timely written notice and a signed Confirmation Letter.

**5.3. Annual Projections.** Upon request by BPU, Customer shall provide annual projections of its requirements for the following Contract Year. BPU shall review at least quarterly the annual projection as compared to projected costs for the remainder of the Contract Year. In the event such review or any other review indicates that the annual projection will not substantially correspond with actual monthly energy, capacity, transmission, and scheduling costs, or if at any time during such Contract Year there are or are expected to be extraordinary costs substantially affecting costs, BPU shall notify Customer of any billing adjustments applicable to the remainder of such Contract Year.

**5.4. Planned Outages and Operations Updates.** Customer will provide BPU with information related to its energy consumption, including any planned outages for

operations and any ramping up or ramping down of operations. This information will assist BPU and its Wholesale Provider in connection with the Energy Block purchase, including forecasting and scheduling, and otherwise to minimize imbalance or other potential MISO charges. Hourly Energy Block purchases will be scheduled absent timely Customer communication to BPU.

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

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

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

**5.8. Interruptible Service.** Customer's electric service will be interruptible according to the applicable MISO Programs. When notified by MISO, BPU, or its authorized agent, Customer shall remove the interruptible portion of its load from BPU's system at Customer Delivery Point. Customer acknowledges that the Energy Block purchased is interruptible and waives any claims of loss or damages dues to interruption, but acknowledges Customer is still responsible for all charges associated with any such Energy Block, regardless of MISO Program interruptions.

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

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

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

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

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

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

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

**5.16. Governmental Mandates or Requirements.** In the event that the State of Minnesota or the United States of America or any agency of these governments imposes any renewable generation requirement, conservation improvement mandate, environmental tax or assessment, transmission requirement, and/or any other requirement, tax, or assessment on the BPU or Customer that increases BPU's costs of providing service under this Agreement, BPU shall be entitled to pass such cost through to Customer.

**5.17. Character and Continuity of Service.** Service to Customer will be scheduled or dispatched in accordance with prudent utility practice, subject however to transmission arrangements and agreements that BPU is a party to, MISO rules, regulations, curtailments and availability and Section 5.18.

**5.18. Emergency Interruptions.** BPU or its agent, including Wholesale Provider, may temporarily interrupt, increase, or reduce deliveries of electric energy to Customer if BPU or its agent determines that such action is necessary in case of emergencies. The provisions of Section 5.23 shall apply.

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

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

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

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

**5.23. Resale of Portion of Customer Load.** If BPU must interrupt or reduce delivery of electric energy to Customer as provided in Section 5.18 or 5.19, then BPU, its agent, or its Wholesale Provider shall make commercially reasonable efforts to arrange the sale of the applicable portions of the Energy Blocks not used by Customer to the market. BPU shall apply the proceeds, if any, of such sale as follows: (1) to offset any costs to BPU, including, but not limited to, any MISO fees or charges, any amounts owing to its Wholesale Provider, and any costs associated with the resale efforts; (2) to satisfy the amount owing under the applicable billing statement(s); and (3) any remaining proceeds to Customer.

## **6. DELIVERY AND EQUIPMENT.**

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

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

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

**6.4. Load Increases.** Customer shall give both BPU and Wholesale Provider written notice of any anticipated increase in Customer Load at least six months in advance. This written notification shall include, at a minimum, the expected amount of total load increase in MW, the expected annual power consumption in MWh, and the date that Customer anticipates completing construction.

## **7. BILLING / PAYMENT.**

**7.1. Billing Statement.** Unless BPU determines, in its sole discretion, to issue invoices more frequently, BPU will invoice Customer on the 15<sup>th</sup> and the last calendar day of each month, including by facsimile, email, or other electronic transmission. The first billing statement of any month will contain an estimate according to Customer's nomination of Energy Blocks, as well as all pass-through expenses from the Wholesale Provider, including capacity, energy, MISO charges, congestion charges, as well as the BPU Substation Charge, applicable Conservation Incentive Program charges, and all other applicable taxes, charges, penalties, and assessments. The next billing statement will true-up this estimate as compared to actual costs, with a credit or increased payment, as indicated. A sample billing statement is attached as Exhibit A.

**7.2. Payments.** Customer's payments are due in same day funds ten (10) calendar days following issuance of the billing statement (the "Due Date"). Same day funds

means funds that are available for BPU's use on the same day as the Due Date. Bills not paid in same day funds on or before such Due Date as printed on the bill are past due or delinquent, and shall bear a late fee until paid at the rate of one and one-half percent (1½%) per month.

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

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

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

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

**7.7. Billing Disputes.** In the event of any dispute as to any portion of any billing statement, the Customer shall pay the undisputed amount of the billing statement when due and shall give written notice of the disputed billing statement to BPU not later than the date such payment is due. Such notice shall identify the amount in dispute and set forth a summary of the grounds on which such dispute is based. BPU shall consider such dispute and shall advise Customer of BPU's position within thirty (30) days following receipt of such written notice. Upon final determination (whether by agreement, adjudication or otherwise) of the correct amount, any difference between such correct amount and such undisputed amount shall be properly reflected in the billing statement next submitted to Customer after such determination. Customer shall not have the right to challenge any billing statement or other bill, invoice, or statement provided by BPU after a period of twenty-four months from the date of rendering.

## **8. PROJECT COSTS AND CONSTRUCTION.**

**8.1. BPU Estimate.** Customer is responsible for all costs of planning, facilities, acquisition, installation, and construction incurred by BPU in arranging electric facilities to Customer's Delivery Point. Exhibit B sets forth BPU's estimate of these costs. The



Customer will approve BPU's initial estimate upon mutual agreement by the Parties. Customer acknowledges that such estimate may change from time to time and such changed estimate, if any, shall be subject to the approval of the Customer. BPU shall, if necessary, deliver revised estimate to Customer from time to time to reflect substantial changes in construction schedules, plans, specifications, or costs. BPU shall invoice Customer on a regular basis, with payment required within 15 days of invoice. Delinquent payments are subject to the interest provision and service disconnection under Sections 7.2 and 7.4.

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

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

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

## **9. CERTAIN OBLIGATIONS OF THE CUSTOMER.**

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

**9.2. Customer Legal Opinion.** Upon the execution and delivery of this Agreement and at such other times as BPU shall reasonably request, the Customer shall furnish BPU with an opinion by an attorney or firm of attorneys, addressed to BPU and such other parties as BPU requests, to the effect of the matters set forth on Exhibit D hereto.

## **10. TRANSMISSION SERVICE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **13. DISCONNECTION OF SERVICE.**

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

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

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

### **14. DEFAULT AND REMEDIES; INDEMNITY.**

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

- (a) The failure of the Customer to make any payment in full when due under this Agreement;
- (b) Customer's violation or failure to perform or observe any obligation, covenant, or condition of this Agreement (other than as provided in (a)) and upon BPU's demand to Customer, the failure to cure within 2 days;
- (c) Customer shall institute voluntary proceedings in bankruptcy, (ii) involuntary proceedings in bankruptcy shall be instituted against Customer that are not discharged within ninety (90) days thereafter, (iii) any proceedings shall be instituted by or against Customer under any law relating to insolvency or bankruptcy reorganization, and in the case of an involuntary proceeding, that is not discharged within ninety (90) days after filing, (iv) a trustee or receiver shall be appointed for the Customer by any court of competent jurisdiction, or (v) the Customer shall make a general assignment for the benefit of its creditors; or
- (d) Any representation or warranty made by the Customer in this Agreement shall prove to have been incorrect when made, in any material respect.

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

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

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

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

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

**14.6. Remedies Cumulative; Limitation on Remedies; Waiver.** All rights and remedies set forth in this Agreement are cumulative and in addition to the Parties' rights and remedies at law or in equity, subject, however, to any limitation on damages, fees and costs as provided for in this Agreement. A Party's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. A Party's delay or failure to exercise or enforce any rights or remedies shall not constitute a waiver of any such rights, remedies, or obligations. No Party shall be deemed to have waived any default unless such waiver is expressly set forth in an instrument signed by such Party. If a Party waives in writing any default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Agreement, except as to the specific circumstances described in such written waiver. Neither payment of a lesser amount than the sum due hereunder, nor endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction, and the other Party may accept the same without prejudice to the right to recover the balance of such sum or to pursue any other remedy.

**14.7. BPU Immunity.** Nothing contained in this Agreement shall in any way affect or impair BPU's immunity or the immunity of its commissioners, officials, employees, agents, attorneys, consultants, or independent contractors, whether on account of official immunity, legislative immunity, statutory immunity, discretionary immunity or

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

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

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

## **15. RELATED DOCUMENTS; NOTICE; DATA.**

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

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

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



Email: twicklund@bpu.org

**TO CUSTOMER:**

Steve Clough

1640 Kitty Hawk Ct.

Brainerd MN, 56401

Phone:

Email: steve@justforkix.com

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

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

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

**16. GENERAL**

**16.1. Entire Agreement.** This Agreement constitutes the entire Agreement and, with respect to the subject matter herein, supersedes all prior agreements and understandings, oral and written, between the Parties hereto. Headings are for convenience and are not a part of this Agreement.

**16.2. Successors and Assigns.** This Agreement shall be binding upon the respective Parties, their successors and assigns, on and after the effective date hereof; provided, however, that neither this Agreement, nor any interest herein, shall be assigned or transferred or sold by the Customer, including in connection with any sale, transfer, or other disposition of Customer's business, except as provided herein, without the written consent of BPU. In the event of a proposed assignment, transfer, sale, or other disposition of the Customer's business, Customer shall provide timely notification to BPU and the Parties will establish an agreeable schedule for BPU and its counsel to respectively address the request. No such assignment, transfer, sale, or other disposition shall relieve Customer of any obligation hereunder.

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by the duly authorized signatories the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

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

JUST FOR KRYPTO, LLC

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

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

# **Exhibit A** **Metering and Sample Billing**

	MW	\$/MW-Yr	\$/MWh	\$/MWH Total Charge	Monthly Bill
Load Demand - MW	20				kWh 14,454,000
Delivery Point	MP.MP				
Capacity (MISO LMR Program)			\$ -	\$ -	\$ -
Excess Capacity Charges					
Transmission					
Schedule 1		3,850	\$ 0.4395		
Schedule 2		3,150	\$ 0.3596		
Schedule 9		75,500	\$ 8.6187		
Schedule 10/D-F		1,900	\$ 0.2169		
Schedule 26		16,200	\$ 1.8493		
Schedule 26A		13,500	\$ 1.5411		
Schedule 45		7,000	\$ 0.7991		
MISO Ancillary Charges		5,950	\$ 0.6792	\$ 14.50	\$ 209,632.50
MP/MP 7x24 Blended Energy Rate			\$ 45.20	\$ 45.20	\$ 653,320.80
Congestion			\$ 0.15	\$ 0.15	\$ 2,168.10
Total Pass-Through Supply Costs				\$ 59.85	\$ 865,121.40
<b>BPU Distribution System Costs</b>					
Monthly Customer Charge					\$ 500.00
Distribution Demand Charge - (kW)				\$ 2.095	\$ 41,900.00
BPU Substation Recovery Charge (kWh)				\$ 0.001	\$ 14,454.00
Total BPU Local Distribution Costs					\$ 56,854.00
Total Charges Before Any Applicable State and Local Sales Tax					\$ 921,975.40

## Exhibit B BPU Cost Estimate

<b>Date</b>	Feb. 18, 2022		
<b>Address of Job</b>	1640 Kittyhawk Ct, Brainerd MN 56401		
<b>Contact Person</b>	Just for Krypto	Attn: Ian Ulrich	<b>Telephone</b>
<b>Description of Job</b>	Construction of a new distribution feeder - 20 MW		

### ESTIMATION OF COSTS

		Number Of Employee	Hours	Materials	Fuel	Sales Tax	Total
Labor	\$60/hr - Per Employee*						\$ 48,000.00
Materials	Price of Materials			\$ 71,918.12		\$ 5,663.55	\$ 77,581.67
Truck	\$100 Per Day						\$ 7,500.00
Equipment	\$45 Per Hour		40				\$ 1,800.00
Generator	\$950 Per Day + Fuel						

\*Regular Business Hours

**TOTAL CHARGES**

**\$ 134,881.67**

These costs are for completing the job described above. It is solely based on our assessment and does not include material price increases or additional labor and/or materials that may be needed should unforeseen problems arise.

\_\_\_\_\_  
BPU Employee

\_\_\_\_\_  
Date

## **Exhibit C**

### **Credit and Security Addendum**

THIS CREDIT AND SECURITY ADDENDUM (this "Addendum") is made and executed by and among Just For Krypto, LLC ("Customer") and Water and Light Department d/b/a/ Brainerd Public Utilities ("BPU"), and is attached to and made a part of that certain Large Industrial Power Agreement dated as of \_\_\_\_\_, 2023 (the "Agreement"). All capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the Agreement.

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

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

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

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

1. Customer shall provide to BPU documentation fulfilling the security requirements as detailed in this Addendum (the "Security"). BPU shall have the right to suspend any or all of its obligations under the Agreement, until such Security has been submitted and accepted by BPU in its sole discretion. At all times during the term of the Agreement and for one (1) month following the term of the Agreement, Customer shall maintain the Security. Any default under any instrument delivered to satisfy the Security requirements, or any failure to deliver or maintain the Security as required herein shall constitute a default by Customer under the Agreement and this Addendum.
2. BPU shall hold the Security. BPU may draw on the Security in full or in part, in its sole discretion upon any default by Customer under this Addendum or upon any default or suspension under the Agreement, including any failure by Customer to pay any and all amounts due under the Agreement, including regular billing statements or otherwise (each, a "Delinquent Amount"). After BPU has made any draw on the Security to pay a Delinquent Amount, Customer shall re-establish such Security by causing the Issuer (as defined below) to increase the available amount on the Security instrument back up to the Required Amount (as defined below).
3. The required Security shall be a letter of credit or cash based on the following length of term of the Energy Block purchase:
  - a. Six month, One-year, or Two-year contract – The Security shall be two-months estimated invoices based on forecasted consumption and costs detailed in section 3.b. The Security shall be comprised of a 25% cash deposit and 75% of a Letter of Credit. JFK agrees to limit electricity consumption to no greater than 115% above the fixed price block of electricity in a given month. If JFK materially increases and/or decreases electricity consumption, then the security amounts shall be updated accordingly to the greater of two-months forecasted cost and usage or two-months

forward fixed price block commitments.

b. For Two month through Five month contract - The Security shall be one-month estimated invoice based on forecasted consumption and costs detailed in section 3.b. The Security shall be comprised of a 25% cash deposit and 75% of a Letter of Credit. JFK agrees to limit electricity consumption to no greater than 115% above the fixed price block of electricity in a given month. If JFK materially increases and/or decreases electricity consumption, then the security amounts shall be updated accordingly to the greater of one-months forecasted cost and usage or one-months forward fixed price block commitments.

c.

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

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

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



partnership, governmental authority, or other entity.

6. The form of Security must permit claims and drawings to be made unilaterally by BPU in accordance with the terms of this Addendum. A form Letter of Credit and Drawing Under Letter of Credit is attached hereto as Attachment A. The letter of credit must be issued for a minimum term provided below and by its terms shall be automatically extended for a period of at least the same period of time on each successive expiration date, unless, at least one hundred twenty (120) calendar days before the current expiration date, the Issuer notifies BPU by overnight courier or certified mail that the Issuer has decided not to extend the letter of credit. Any unused portion of the letter of credit shall be available for drawings regardless of renewal, through the current expiration date. If the Issuer notifies BPU that it will not renew, BPU may then immediately (or any time prior to expiration, in BPU's sole discretion) draw upon the remaining balance and may, at Customer's cost place the amounts so drawn, but not yet owing to BPU, in an Escrow Account.
7. Customer may replace a letter of credit in form and substance and as described in this Addendum that is acceptable to BPU in its sole discretion, with another letter of credit from another Issuer meeting all requirements described above, provided however that Customer has given at least one hundred twenty (120) calendar days notice to BPU that a replacement letter of credit will be issued. Any replacement letter of credit(s) will be issued not later than sixty (60) calendar days prior to the expiration of the current letter of credit. BPU may immediately draw down the remaining balance of the current letter of credit if a replacement letter of credit is not delivered to BPU at least sixty (60) calendar days prior to the expiration of the current letter of credit and may, at Customer's cost place the amounts so drawn, but not yet owing to BPU, in an Escrow Account.
8. Any funds placed into an Escrow Account hereunder shall constitute cash collateral securing the obligations of Customer under the Agreement and shall be subject to disbursement to, or withdrawal by, BPU to satisfy any amounts owing by Customer to BPU hereunder. Customer hereby grants a security interest to BPU in any such cash collateral.
9. Security for payment in the form of an irrevocable letter of credit shall be governed by the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Brochure No. 600 (the "UCP"), as may be amended, except that to the extent that the terms of the letter of credit are inconsistent with the provisions of the UCP (including but not limited to Articles 14(b), 32 and 36 of the UCP), the terms of the letter of credit shall control. To the extent the provisions of this letter of credit are not covered in the UCP, and to the extent not inconsistent with the UCP or made inapplicable by the letter of credit, the laws of State of New York, including the Uniform Commercial Code as in effect in the State of New York, shall apply thereto. Each letter of credit shall permit partial and multiple drawings and presentations and the beneficiary's interest shall be freely transferable.
10. Customer may provide all or any portion of the Security for payment in cash collateral deposited into an Escrow Account, and BPU shall refund any such cash security not owed or owing to BPU within 5 Business Days after Customer's

replacement of such cash security with a letter of credit meeting the terms of this Agreement. All such cash security posted by Customer shall be posted with United States currency.

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

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

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

By:

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

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

JUST FOR KRYPTO, LLC

By:

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

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

## Attachment A: Form of Letters of Credit

### FORM OF Letter of Credit

\_\_\_\_\_(Date)

Letter of Credit No. \_\_\_\_\_

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

Brainerd, Minnesota \_\_\_\_\_  
Attention: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

8. As used herein:

"Authorized Officer" shall mean any Commissioner or officer of the Brainerd Public Utilities Commission, or any Finance Director or any other person holding an equivalent title.

"Availability Certificate" shall mean a certificate substantially in the form of Annex 3 hereto, appropriately completed and duly signed by an Authorized Officer of the Beneficiary.

"Business Day" shall mean any day on which commercial banks are not authorized or required to close in New York, NY and any day on which payments can be effected on the Fed wire system.

"Power Supply Agreement" shall mean that certain Large Industrial Power Agreement between the Applicant and the Beneficiary, dated [\_\_\_\_\_].

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

stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 Revision, ICC Publication No. 600, or any successor publication thereto (the “UCP”). Any and all banking charges, transfer fees, expenses and costs shall be borne by the Applicant. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.

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

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

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

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

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

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

Very truly yours,

(Bank)

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

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

**Annex 1 to Letter of Credit**

DRAWING UNDER LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_

To: (Bank)  
(Address)

Attention: Letter of Credit Unit

Ladies and Gentlemen:

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

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

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

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

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

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

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

Very truly yours,

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

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

Name:

Title:

Date:

**Annex 2 to Letter of Credit**

DRAWING UNDER LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_

ON [Business Day set forth in Paragraph 5]

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

\$ \_\_\_\_\_

For credit to the account of \_\_\_\_\_.

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

(Bank)  
(Address)

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

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

Name:

Title:

Date:



**Annex 3 to Letter of Credit**

AVAILABILITY CERTIFICATE  
UNDER LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_

To: (Bank)  
(Address)

Attention: Letter of Credit Unit

Ladies and Gentlemen:

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

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

[Beneficiary's Address]

Very truly yours,

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

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

Name:

Title:

Date:

Agreed and Accepted  
(Bank)

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

Title:

Date:

APPLICANT NAME

By:

Name:

Title:

Date:

**Annex 4 to Letter of Credit**

CERTIFICATE OF EXPIRATION  
OF LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_

To: (Bank)  
(Address)

Attention: Letter of Credit Unit

Ladies and Gentlemen:

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

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

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

Name:

Title:

Date:

cc: \_\_\_\_\_ (Applicant Name)

**Annex 5 to Letter of Credit**

NOTICE OF EXTENSION  
OF LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_

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

Attention: Chief Risk Officer

Re: Our Letter of Credit No. \_\_\_\_\_ presently in the aggregate amount of  
USD \_\_\_\_\_ issued for the account of \_\_\_\_\_ and expiring  
on \_\_\_\_\_.

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

Very truly yours,

BANK \_\_\_\_\_

By:  
Name:  
Title:  
Date:

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

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

cc: \_\_\_\_\_ (Applicant Name)

**Annex 6 to Letter of Credit**

NOTICE OF TRANSFER  
OF LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_

To:

[Bank]

[Bank Address]

To Whom It May Concern:

Re: Credit \_\_\_\_\_

Issued by \_\_\_\_\_

Advice No \_\_\_\_\_

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

\_\_\_\_\_  
(Name of Transferee)

\_\_\_\_\_  
(Address)

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

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

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

Very truly yours,

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

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

Name:

Title:

Date:

The above signature with title as stated conforms to that on file with us and is authorized for the execution of said instruments.

(Name of authenticating party)

\_\_\_\_\_  
(Authorized signature of authenticating party)

Name  
Title

### **Exhibit D – Customer Legal Opinion**

In accordance with Section 9.02 of this Agreement, Customer shall furnish BPU with an opinion by an attorney or firm of attorneys to the effect that:

- (a) Valid Existence. The Customer is a limited liability company or other eligible person or entity duly created and validly existing pursuant to the Constitution and Statutes of the State of Minnesota or other State of the United States, or is otherwise organized and authorized as a Customer.
- (b) Performance. The Customer has full legal right and authority to enter into this Agreement and to carry out its obligations hereunder and that Customer is duly licensed to do business in the State of Minnesota.
- (c) Authorization, Execution. At meetings duly called and held at which quorums were present and acting throughout, the governing body of the Customer duly approved this Agreement and its execution and delivery on behalf of the Customer, this Agreement has been duly authorized, executed and delivered by the appropriate officers of the Customer, and assuming that BPU has all the requisite power and authority to execute and deliver, and has duly authorized, executed and delivered, this Agreement, this Agreement constitutes the legal, valid and binding obligation of the Customer in accordance with its terms subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally. No opinion need be rendered as to the availability of any particular remedy.
- (d) No Violation. The execution and delivery of this Agreement by the Customer, the performance by the Customer of its obligations hereunder, and the consummation of the transactions contemplated herein do not and will not contravene any provision of the Charter or Certificate of Incorporation or any other organizational document of the Customer and any amendment thereto under which the Customer is organized and presently operating or any existing law or any existing order, injunction, judgment, decree, rule, or regulation of any court or administrative agency having jurisdiction over the Customer or its property or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, indenture, mortgage, deed of trust, or other agreement to which the Customer is a party or by which it or its property is bound.
- (e) Approvals. All approvals, consents, or authorizations of, or registrations or filings with, any governmental or public agency, authority, or person required on the part of the Customer in connection with the execution, delivery, and performance of this Agreement have been obtained or made.
- (f) Litigation. To the knowledge of such attorney or firm of attorneys after due inquiry, there is no litigation or other proceedings pending or threatened in any court or other tribunal of competent jurisdiction questioning the creation, organization, or

existence of the Customer or the validity, legality, or enforceability of this Agreement.

**EXHIBIT E**  
**ENERGY BLOCK PURCHASE AGREEMENT**

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

Trade Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**ENERGY BLOCK CONFIRMATION LETTER**

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

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

**TERMS**

Seller: Brainerd Public Utilities  
ATTN: Finance Director  
Tel: 218-825-3220  
Email: twicklund@bpu.org

Buyer: Just For Krypto, LLC  
ATTN: Steve Clough  
Tel: 917-558-3563  
Email: steve@justforkix.com

**TRANSACTION TYPE:**

Firm (LD) Energy.

**QUANTITY AND PRICE:**

Contract Quantity: See "Table A-1"

Total: \_\_\_\_\_ MWH

Energy Block Price: USD \$ \_\_\_\_ per MWH,

**DELIVERY:**

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

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

**SCHEDULING AND SPECIAL CONDITIONS:**

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

Table A-1 Customer

Deliver y Period	Energy Block Price \$/MWh	Contract Quantity 7x24 MW	Total All Hours MWhs
Calendar Year 2022			
Calendar Year 2023			
Calendar Year 2024			

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

Just For Krypto, LLC

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

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





# 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](http://www.bpu.org)

To: Brainerd Public Utilities Commission

From: Todd Wicklund *TOW*

Date: May 25, 2023

Re: 14<sup>th</sup> Amendment to Agreement with AEP

At the March 28, 2023, board meeting there was a discussion as to whether BPU should lock in energy price for MISO Planning Year 2031/32 by amending existing agreement with American Electric Power (AEP). No action was taken by the Commission at that time to extend the agreement.

AEP has prepared another proposed 14<sup>th</sup> amendment to the agreement with updated energy pricing for Planning Year 2031/32 for Commission consideration (see attached Agreement). I asked Todd Hegwer, BPU energy consultant, concerning whether it makes sense to lock in an energy price for a year eight years into the future and below is a summary of his thoughts:

1. Using the Blend and Extend Methodology keeps energy price relatively low by using some of our locked in savings to buy down the future price of power. This gives BPU a formula for price stability.
2. The natural gas market drives the price of future energy prices. BPU would be using current savings now to pay for a higher price in the future and the price of power in the future could be much lower if we go into a severe recession at the end of the year. The recession will cause a loss of load and lower demand for natural gas. The future prices also have a risk premium built into the price and if nothing changed then the price will be lower than \$72/MWh when we get to 2031. Therefore, the future price could be lower than today. The problem is that we don't know that prices will be lower. There are climate change regulations that could prohibit the use of natural gas in the use of generating power. This could drive up prices higher.
3. The good thing is we have locked in energy prices for significant savings to market. The savings is like having a bank of money that gives BPU the flexibility to manage its power costs into the future. Does BPU want to have price stability or want to have the maximum savings? If BPU does not want to Blend and Extend then BPU keeps the savings now and in 2031 if the energy prices have increased significantly BPU will have to deal with rate shock. BPU does not want that situation.

4. Therefore, there is likely a point where the Commission in a future year will agree to Blend and Extend but the price of power will likely have to come down a bit.

There is no clear definite answer as to what natural gas or energy prices will be in 2031 so BPU must try to make the right decision today on the information that is available. My recommendation to the Commission would be to Blend and Extend here in 2023, I have attached a schedule of energy and capacity pricing BPU has under contract with AEP and a couple of slides prepared by AEP showing existing contract prices compared to current market prices and the cumulative energy savings compared to current market prices.

The other piece to this puzzle is the capacity piece. For the planning year starting 6/1/26 BPU will only have 30 MW of capacity under contract and our current load is approximately 40 MWs, therefore, there will be a 10 MW shortfall that BPU will need to deal with soon.

**FOURTEENTH AMENDMENT TO**  
**MARKET BASED RATE**  
**FULL REQUIREMENTS AGREEMENT**

This FOURTEENTH AMENDMENT ("Amendment") is dated as of May 30, 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; and that Thirteenth Amendment dated March 14, 2023 (collectively, the "Agreement"); and

**WHEREAS** the Parties desire to amend the Agreement to extend the Delivery Period through May 31, 2032, to adjust the Energy Prices to assist in phasing in cost increases, to address an additional solar agreement with AEP OnSite and to update Appendix B; and

**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. Section 2.2 Delivery Period.** The first sentence of Section 2.2 is deleted in its entirety and replaced with the following: "The Delivery Period shall commence on July 1, 2019 through May 31, 2032"

**B. Section 3.1 Full Requirement Service.**

The fourth paragraph, sub part (b) of Section 3.1 is deleted in its entirety and replaced with the following:

"up until May 31, 2031 the addition of any new load, whether composed of a single or multiple meter points, of 2,000 kW or more, for the period on and after June 1, 2031 the addition of any new load, whether composed of a single or multiple meter points, of 1,500 kW or more."

Insert at the end of the third paragraph of Section 3.1 the following:

"Company understands that Customer has entered into a solar agreement with Company's affiliate as of the Effective Date, comprised of a total nameplate of 1.375 MW-AC ("AEP OnSite Solar Phase II") that shall be separately metered. The Customer will apply all such generation output from the AEP OnSite Solar Phase II to reduce Customer's Retail Load. The expected Commercial Operations Date is on January 1, 2024 with a nameplate of 1.375 MW-AC and the expected annual production of 2,415 MWhs of the AEP OnSite Solar Phase II may change until such time as the solar agreement conditions precedent to construction are satisfied, waived or not satisfied. As of the Effective Date, it is expected that the AEP OnSite Solar Phase II will generate an hourly production shape in the form of the table attached as Schedule 2 hereto, such table is included only to address conditions precedent to construction of the AEP OnSite Solar Phase II. If the final expected solar shape or Commercial Operations Date materially varies from the amounts in the below table due to, changes in technical issues, volumes or timing on when such expected quantities come online, the number of solar panels or other configuration issues with the AEP OnSite Solar Phase II at the time the conditions precedent to construction are either satisfied, waived or not satisfied, the Company will evaluate the impact on the Energy Price, discuss with Customer, and prepare an amendment to this Agreement, such that the economic benefits remain as was anticipated at the time of the execution of this Amendment. For instance, for anticipated volumes associated with the AEP OnSite Solar Phase II has not gone to Commercial Operation Date by January 1, 2024, such quantities in Schedule 2 will

be invoiced at the hourly LMP until such time that the AEP OnSite Solar Phase II has reached a Commercial Operations Date.”

**C. Section 3.3 Transmission Service.** All reference to Appendix B in the Agreement for the period on and after the Effective Date (whether set forth in Section 3.3 or elsewhere in the Agreement), shall be deemed to refer to Appendix B attached to and made a part of this Amendment.

**D. Section 4.2 Energy Charges.** The Table in Section 4.2 is deleted in its entirety and replaced with the following table:

Billing Period	Energy Price
7/1/2019 – 5/31/2024	\$43.75/MWh
6/1/2024 – 5/31/2032	\$44.90/MWh <sup>1</sup>

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**

**AEP Energy Partners, Inc.**

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

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

Name: Patrick Wussow

Name: Greg B. Hall

Title: Commission President

Title: President

<sup>1</sup> Subject to possible revision based on Section 3.1 provisions

## APPENDIX B

### RESPONSIBILITY FOR CHARGES AND CREDITS

	Charge Type	Billing Entity	MISO Designation	Responsibility	
				Customer	Company
1	Communications Charge	LBA		X	
2	Direct Assignment Facilities Charge	LBA		X	
3	Metering Service	LBA		X	
4	Day Ahead Market Administration Amount	MISO	DA_ADMIN	X	
5	Day Ahead Regulation Amount	MISO	DA_ASM_REG	X	
6	Day Ahead Spinning Reserve Amount	MISO	DA_ASM_SPIN	X	
7	Day Ahead Short-Term Reserve Amount	MISO	DA_ASM_STR	X	
8	Day Ahead Supplemental Reserve Amount	MISO	DA_ASM_SUPP	X	
9	Day Ahead Asset Energy Amount	MISO	DA_ASSET_EN		X
10	Day Ahead Financial Bilateral Transaction Congestion Amount	MISO	DA_FIN.CG		X
11	Day Ahead Financial Bilateral Transaction Loss Amount	MISO	DA_FIN.LS		X
12	Day Ahead Congestion Rebate on Carve-Out Grandfathered Agmnts	MISO	DA_GFACO_RBT.CG	X	
13	Day Ahead Losses Rebate on Carve-Out Grandfathered Agmnts	MISO	DA_GFACO_RBT.LS	X	
14	Day Ahead Congestion Rebate on Option B Grandfathered Agmnts	MISO	DA_GFAOB_RBT.CG	X	
15	Day Ahead Losses Rebate on Option B Grandfathered Agmnts	MISO	DA_GFAOB_RBT.LS	X	
16	Day Ahead Non-Asset Energy Amount	MISO	DA_NASSET_EN		X
17	Day Ahead Ramp Capability Amount	MISO	DA_RC.AMT	X	
18	Day Ahead Revenue Sufficiency Guarantee Distribution Amount	MISO	DA_RSG_DIST	X	
19	Day Ahead Revenue Sufficiency Guarantee Make Whole Payment Amt	MISO	DA_RSG.MWP	X	
20	Day Ahead Schedule 24 Allocation Amount	MISO	DA_SCHD_24.ALC	X	
21	Day Ahead Virtual Energy Amount	MISO	DA_VIRT.EN	X	
22	Financial Transmission Rights Market Administration Amount	MISO	FTR_ADMIN		X
23	Auction Revenue Rights Transaction Amount	MISO	FTR_ARR_ARR.TXN		X
24	Financial Transmission Rights Annual Transaction Amount	MISO	FTR_ARR_FTR.TXN		X
25	Auction Revenue Rights Infeasible Uplift Amount	MISO	FTR_ARR_INF.UPL		X
26	Auction Revenue Rights Stage 2 Distribution Amount	MISO	FTR_ARR_STG2_DIST		X
27	Financial Transmission Rights Full Funding Guarantee Amount	MISO	FTR_FFG		X
28	Financial Transmission Guarantee Uplift Amount	MISO	FTR_GUL		X
29	Financial Transmission Rights Hourly Allocation Amount	MISO	FTR_HR.ALC		X
30	Financial Transmission Rights Monthly Allocation Amount	MISO	FTR_MN.ALC		X
31	Financial Transmission Rights Monthly Transaction Amount	MISO	FTR_MO.TXN		X
32	Financial Transmission Rights Transaction Amount	MISO	FTR_TXN		X
33	Financial Transmission Rights Yearly Allocation Amount	MISO	FTR_YR.ALC		X
34	Real Time Market Administration Amount	MISO	RT_ADMIN	X	
35	Contingency Reserve Deployment Failure Charge Amount	MISO	RT_ASM_CRDFC	X	
36	Excessive Energy Amount	MISO	RT_ASM_EXE	X	
37	Real Time Excessive Deficient Energy Deployment Charge Amount	MISO	RT_ASM_EXE.DFE_DEP	X	
38	Net Regulation Adjustment Amount	MISO	RT_ASM_NRG	X	
39	Non-Excessive Energy Amount	MISO	RT_ASM_NXE	X	
40	Real Time Regulation Amount	MISO	RT_ASM_REG	X	
41	Regulation Cost Distribution Amount	MISO	RT_ASM_REG_DIST	X	
42	Real Time Spinning Reserve Amount	MISO	RT_ASM_SPIN	X	
43	Spinning Reserve Cost Distribution Amount	MISO	RT_ASM_SPIN_DIST	X	
44	Real Time Supplemental Reserve Amount	MISO	RT_ASM_SUPP	X	
45	Supplemental Reserve Cost Distribution Amount	MISO	RT_ASM_SUPP_DIST	X	
46	Real Time Asset Energy Amount	MISO	RT_ASSET_EN		X
47	Real Time Demand Response Allocation Uplift Charge	MISO	RT_DRR.UPL	X	
48	Real Time Financial Bilateral Transaction Congestion Amount	MISO	RT_FIN.CG		X
49	Real Time Financial Bilateral Transaction Loss Amount	MISO	RT_FIN.LS		X
50	Real Time Congestion Rebate on Carve-Out Grandfathered Agmnts	MISO	RT_GFACO_RBT.CG	X	
51	Real Time Losses Rebate on Carve-Out Grandfathered Agmnts	MISO	RT_GFACO_RBT.LS	X	
52	Real Time Distribution of Losses Amount	MISO	RT_LOSS_DIST		X
53	Real Time Miscellaneous Amount	MISO	RT_MISC	X	
54	Real Time MVP Distribution Amount	MISO	RT_MVP_DIST	X	
55	Real Time Non-Asset Energy Amount	MISO	RT_NASSET_EN		X
56	Real Time Net Inadvertent Distribution Amount	MISO	RT_NI_DIST	X	
57	Real Time Price Volatility Make Whole Payment Amt	MISO	RT_PV.MWP	X	
58	Real Time Resource Adequacy Auction Amount	MISO	RT_RAA	X	
59	Real Time Revenue Neutrality Uplift Amount	MISO	RT_RNU	X	
60	Real Time Revenue Sufficiency Guarantee First Pass Dist Amount	MISO	RT_RSG_DIST1	X	
61	Real Time Revenue Sufficiency Guarantee Make Whole Payment Amt	MISO	RT_RSG.MWP	X	
62	Real Time Schedule 24 Allocation Amount	MISO	RT_SCHD_24.ALC	X	
63	Real Time Schedule 24 Distribution Amount	MISO	RT_SCHD_24_DIST	X	
64	Real Time Uninstructed Deviation Amount	MISO	RT_UD	X	
65	Real Time Virtual Energy Amount	MISO	RT_VIRT.EN	X	
66	Short-Term Reserve Cost Distribution Amount	MISO	RT_ASM_STR_DIST	X	
67	Short-Term Reserve Deployment Failure Charge Amount	MISO	RT_ASM_STRDFC	X	
68	Real Time Short-Term Reserve Amount	MISO	RT_ASM_STR	X	
69	Real Time Storage as Transmission Only Asset Amount	MISO	RT_SATOA	X	
70	Real Time Schedule 49 Cost Distribution Amount	MISO	RT_SCHD_49_DIST	X	
71	Real Time Ramp Capability Amount	MISO	RT_RC.AMT	X	

**APPENDIX B**  
**RESPONSIBILITY FOR CHARGES AND CREDITS**  
**(continued)**

	Charge Type	Billing Entity	MISO Designation	Responsibility	
				Customer	Company
72	Scheduling System Control and Dispatch Service	MISO	Schedule 1	X	
73	Reactive Supply And Voltage Control/Generation Sources Service	MISO	Schedule 2	X	
74	Regulation and Frequency Response Service – Moved to Ancillary Services Market effective January 6, 2009. Please refer to Market Settlements BPM or Market Settlements Calculation Guide (Formerly known as Attachment A)	MISO	Schedule 3	X	
75	Operating Reserve - Spinning Reserve Service – Moved to Ancillary Services Market effective January 6, 2009. Please refer to Market Settlements BPM or Market Settlements Calculation Guide (Formerly known as Attachment A)	MISO	Schedule 5	X	
76	Operating Reserve - Supplemental Reserve Service – Moved to Ancillary Services Market effective January 6, 2009. Please refer to Market Settlements BPM or Market Settlements Calculation Guide (Formerly known as Attachment A)	MISO	Schedule 6	X	
77	Long Term/Short Term Firm Point-to-Point Transmission Service	MISO	Schedule 7	X	
78	Non Firm Point-to-Point Transmission Service	MISO	Schedule 8	X	
79	Network Intergration Transmission Service	MISO	Schedule 9	X	
80	ISO Cost Recovery Adder – Demand	MISO	Schedule 10 - Demand	X	
81	ISO Cost Recovery Adder – Energy	MISO	Schedule 10 - Energy	X	
82	MISO Alternative Administrative Cost Adder	MISO	Schedule 10 - A	X	
83	Interim ISO Cost Recovery Adder	MISO	Schedule 10 - B	X	
84	Interim ISO Cost Recovery Adder	MISO	Schedule 10 - C	X	
85	ATSI and Eligible Customer Alternative 10 Admin Cost Adder	MISO	Schedule 10 - D	X	
86	DEO/DEK and Eligible Customer Alternative Schedule 10 Administrative Cost Adder	MISO	Schedule 10 - G	X	
87	FERC Annual Charges Recovery	FERC	Schedule 10 - FERC	X	
88	Wholesale Distribution Service	LBA	Schedule 11	X	
89	Gross Receipts Tax Adder	MISO	Schedule 12	X	
90	Regional Through and Out Rate – Effective February 2002 through January 2008	MISO	Schedule 14	X	
91	Sub-Regional Rate Adjustment – Effective October 2003 through September 2005	MISO	Schedule 18	X	
92	Zonal Transition Adjustment – Effective October 2003 through September 2005	MISO	Schedule 19	X	
93	Treatment of Station Power	MISO	Schedule 20	X	
94	Interim SECA Charge Applicable to PJM Entities – Effective December 2004 through March 2006	MISO	Schedule 21	X	
95	SECA charges to MISO zones, subzones, and Customers – Effective December 2004 through March 2006	MISO	Schedule 22	X	
96	Recovery of Schedule 10 Costs from Certain GFAs including Schedule 23-FERC	MISO	Schedule 23	X	
97	Network Upgrade Charge from Transmission Expansion Plan	MISO	Schedule 26	X	
98	Multi-Value Project Usage Rate (MUR)	MISO	Schedule 26 - A	X	
99	Shared Network Upgrade Charge	MISO	Schedule 26 - B	X	
100	Cost Recovery For Targeted Market Efficiency Projects	MISO	Schedule 26 - C	X	
101	Cost Recovery For PJM Transmission Owner TMEPS	MISO	Schedule 26 - D	X	
102	Cost Recovery for IMEPs (Interregional Market Efficiency Projects)	MISO	Schedule 26 - E	X	
103	Black Start Service	MISO	Schedule 33	X	
104	Allocation of Costs Associated with Reliability Penalty Assessments	MISO	Schedule 34	X	
105	HVDC Agreement Cost Recovery Fee	MISO	Schedule 35	X	
106	Regional Charge to Recover Costs of ITCTransmission Phase Angle Regulators From PJM and NYISO RTO Regions	MISO	Schedule 36	X	
107	MTEP Project Cost Recovery for ATSI Zone	MISO	Schedule 37	X	
108	MTEP Project Cost Recovery for CIN Zone	MISO	Schedule 38	X	
109	Multi-Value Project Cost Recovery (MVP) for withdrawing Transmission Owners	MISO	Schedule 39	X	
110	Charge to Recover Costs of Entergy Storm Securitization Charges from Entergy Operating Pricing Zones	MISO	Schedule 41	X	
111	Charge to Recover Accrued and Paid Interest Associated with Prepayments from Entergy Operating Companies' Pricing Zones	MISO	Schedule 42A	X	
112	Credit Associated with AFUDC from Entergy Operating Companies' Pricing Zones	MISO	Schedule 42B	X	
113	Cost Recovery of NERC Recommendations or Essential Action	MISO	Schedule 45	X	
114	Entergy Operating Companies MISO Transition Cost Recovery	MISO	Schedule 47	X	
115	Compensation for Rescheduling Generator Outages	MISO	Schedule BB	X	
116	Compensation for Rescheduling Transmission Outages	MISO	Schedule JJ	X	
117	INT - Schedule INT	MISO	Schedule INT	X	

**Schedule 2**  
**AEP OnSite Solar Phase II**  
**Projection of Hourly Shape (kWh) prior to Condition Precedents to Construction**

Month/Hour	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Jan	0	0	0	0	0	0	0	0	74	426	475	438	417	435	493	370	60	0	0	0	0	0	0	0
Feb	0	0	0	0	0	0	0	24	373	674	681	646	625	654	678	650	374	29	0	0	0	0	0	0
Mar	0	0	0	0	0	0	12	245	659	783	816	769	733	775	773	779	653	183	1	0	0	0	0	0
Apr	0	0	0	0	0	3	175	565	758	870	900	856	899	916	923	826	707	384	58	0	0	0	0	0
May	0	0	0	0	0	84	378	686	834	820	819	894	913	900	814	759	721	563	170	5	0	0	0	0
Jun	0	0	0	0	0	164	557	768	871	893	873	915	900	950	898	811	679	536	276	32	0	0	0	0
Jul	0	0	0	0	0	103	486	724	882	945	951	986	1004	982	968	936	807	658	316	24	0	0	0	0
Aug	0	0	0	0	0	14	285	710	822	890	935	926	865	864	852	764	693	537	143	0	0	0	0	0
Sep	0	0	0	0	0	0	57	372	638	704	715	710	689	693	756	762	649	212	7	0	0	0	0	0
Oct	0	0	0	0	0	0	0	121	425	563	587	541	508	521	497	456	151	3	0	0	0	0	0	0
Nov	0	0	0	0	0	0	0	12	221	385	434	436	445	450	471	261	17	0	0	0	0	0	0	0
Dec	0	0	0	0	0	0	0	0	51	295	354	323	308	319	342	151	1	0	0	0	0	0	0	0

Note: The AEP Onsite Solar Phase II facility is comprised of a total nameplate of 1.375 MW-AC, with an expected Commercial Operation Date of January 1, 2024 and an expected annual production of 2,415 MWhs. If the Commercial Operation Date is delayed beyond January 1, 2024, the Hourly Shape quantities in Schedule 2 will be invoiced at the hourly LMP until such time that the AEP OnSite Solar Phase II has reached a Commercial Operation Date, and additional charges will apply to such monthly invoices, whether by an equitable adjustment in the Contract Rate or otherwise.

The above Hourly Shape is shown in kWh and subject to revision in the event that the final nameplate of the Facility is different.



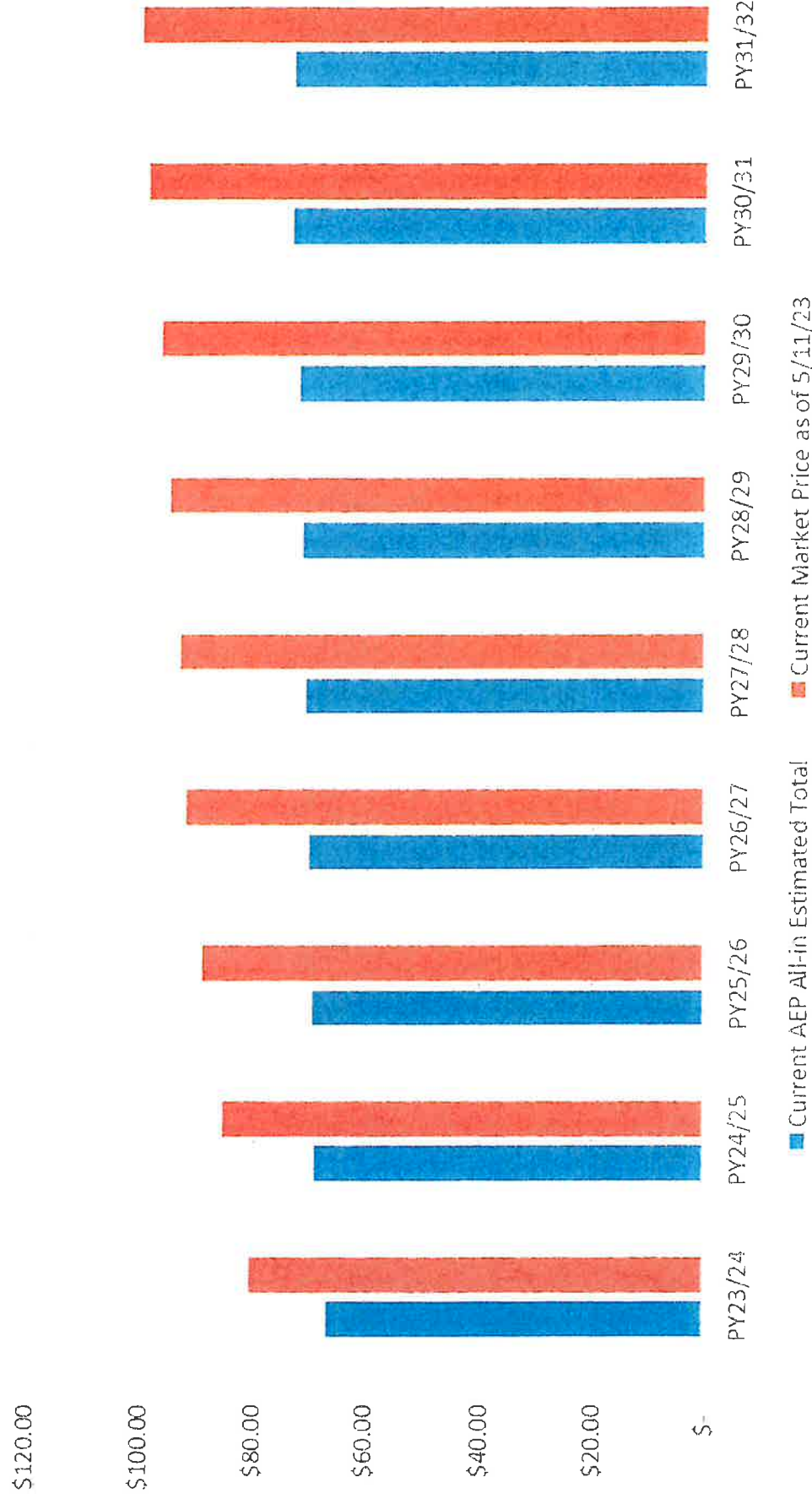
**Brainerd Public Utilities**  
Energy and Capacity Pricing with AEP

Planning Year	(/MWh) Original Agreement	(/MWh) 3rd Amend	(/MWh) 5th Amend	(/MWh) 7th Amend	(/MWh) 10th Amend	(/MWh) Proposed 14th Amend	(Calendar Year Basis) MWh's Purchaser Annually	Total Energy Costs	Proposed Energy Costs	Increased Costs	Cost % Change
<b>Energy</b>											
7/1/19 - 5/31/20	\$ 43.75						159,528.4	\$ 6,979,368			
6/1/20 - 5/31/21	43.75						171,355.0	\$ 7,496,781			
6/1/21 - 5/31/22	43.75						166,937.2	\$ 7,303,503			
6/1/22 - 5/31/23	43.75						167,771.9	\$ 7,340,020			
6/1/23 - 5/31/24	43.75						168,610.7	\$ 7,376,720	\$ 7,570,622	\$ 193,902	2.6%
6/1/24 - 5/31/25	43.75					\$ 44.90	169,453.8	\$ 7,074,696	\$ 7,608,476	\$ 533,779	7.0%
6/1/25 - 5/31/26	\$ 41.75	41.75				44.90	170,301.1	\$ 7,110,070	\$ 7,646,518	\$ 536,448	7.0%
6/1/26 - 5/31/27	41.75					44.90	171,152.6	\$ 7,145,620	\$ 7,684,751	\$ 539,131	7.0%
6/1/27 - 5/31/28			\$ 40.85		\$ 41.75	44.90	172,008.3	\$ 7,181,348	\$ 7,723,174	\$ 541,826	7.0%
6/1/28 - 5/31/29				\$ 39.65	41.75	44.90	172,868.4	\$ 7,217,255	\$ 7,761,790	\$ 544,535	7.0%
6/1/29 - 5/31/30					41.75	44.90	173,732.7	\$ 7,253,341	\$ 7,800,599	\$ 547,258	7.0%
6/1/30 - 5/31/31						44.90	174,601.4	\$ -	\$ 7,839,602		0.0%
6/1/31 - 5/31/32										\$ 3,436,881	
<b>Capacity</b>											
	Price /kW Per Month	Price /kW Per Month	Price /kW Per Month	Price /kW Per Month	Price /kW Per Month	Price /kW Per Month	Price /kW Per Month	Price /kW Per Month			
kW per Month	1st Amend.	2nd Amend.	4th Amend.	6th Amend.	8th Amend.	9th Amend.	11th Amend.	13th Amend.	Total Annual Costs	Price/kW Annualized Capacity Cost	
6/1/19 - 5/31/20	30,000 \$ 3.20								\$ 1,152,000		
	5,000	\$ 1.80							108,000		
	10,000		\$ 1.85						222,000		
	45,000								1,482,000	\$ 2.74	
6/1/20 - 5/31/21	30,000 \$ 3.20								1,152,000		
	20,000	\$ 3.70							888,000		
	(5,000)		\$ 2.50						(150,000)		
	(4,800)				\$ 0.50				(28,800)		
	40,200								1,861,200	\$ 3.86	
6/1/21 - 5/31/22	30,000 \$ 3.20								1,152,000		
	20,000	\$ 3.70							888,000		
	(5,000)		\$ 2.50						(150,000)		
	(4,800)					\$ 0.80			(46,080)		
	40,200								1,843,920	\$ 3.82	
6/1/22 - 5/31/23	30,000 \$ 3.50								1,260,000		
	20,000	\$ 3.70							888,000		
	(5,000)		\$ 2.50						(150,000)		
	(6,000)					\$ 1.00			(72,000)		
	(1,400)						\$ 1.00		(16,800)		
	37,600								1,909,200	\$ 4.23	
6/1/23 - 5/31/24	30,000 \$ 3.50								1,260,000		
	20,000	\$ 3.70							888,000		
	(5,000)		\$ 2.50						(150,000)		
	(6,000)					\$ 1.00			(72,000)		
	39,000							See Note	1,926,000	\$ 4.12	
6/1/24 - 5/31/25	30,000 \$ 3.50								1,260,000		
	20,000	\$ 3.70							888,000		
	(5,000)		\$ 2.50						(150,000)		
	(6,000)					\$ 1.00			(72,000)		
	39,000								1,926,000	\$ 4.12	
6/1/25 - 5/31/26	20,000		\$ 4.00						960,000		
	10,000			\$ 3.50					420,000		
	30,000								1,380,000	\$ 3.83	
6/1/26 - 5/31/27	20,000		\$ 4.00						960,000		
	10,000			\$ 3.50					420,000		
	30,000								1,380,000	\$ 3.83	
6/1/27 - 5/31/28	20,000		\$ 4.00						960,000		
	10,000			\$ 3.50					420,000		
	30,000								1,380,000	\$ 3.83	
6/1/28 - 5/31/29	20,000		\$ 4.00						960,000		
	10,000			\$ 3.50					420,000		
	30,000								1,380,000	\$ 3.83	
6/1/29 - 5/31/30	20,000		\$ 4.00						960,000		
	10,000			\$ 3.50					420,000		
	30,000								1,380,000	\$ 3.83	

Note: There will be seasonal sales made back into the auction ranging from 8,500 kW to 9,000 kW, except for summer where 700 kW will be purchased from the auction.

# Why Hedging Makes Sense

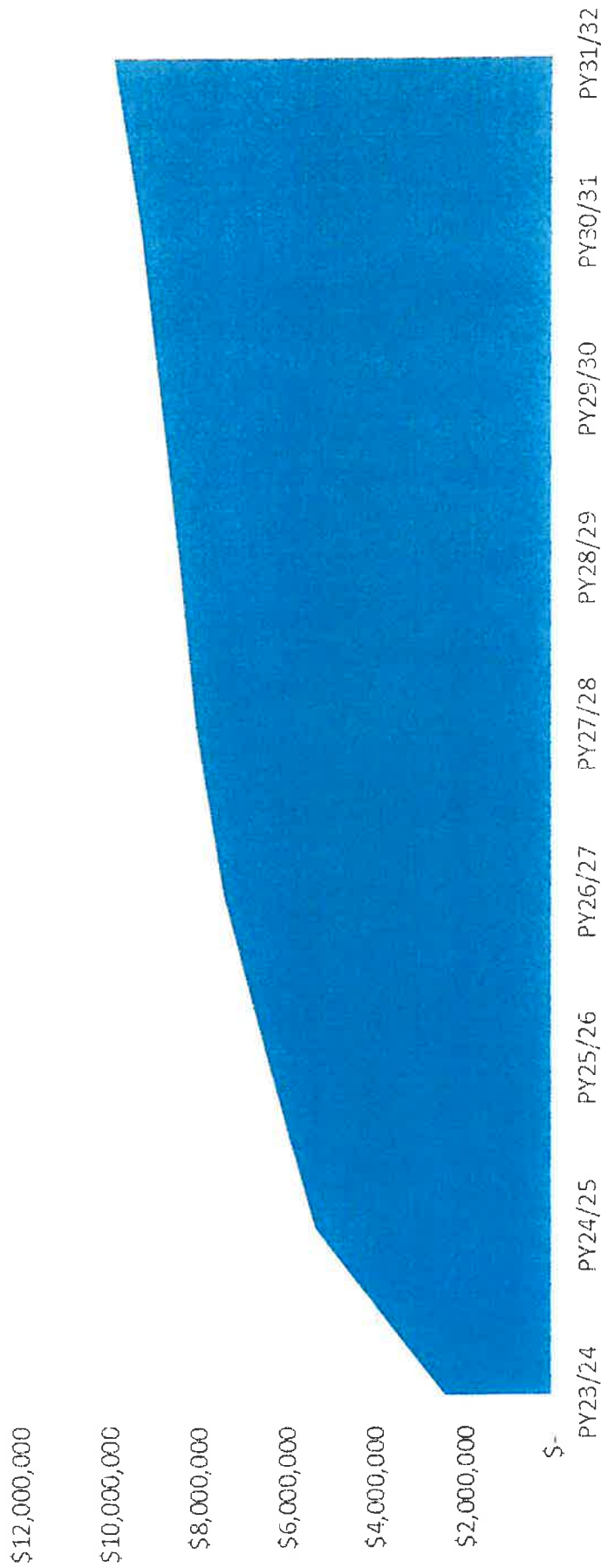
## Existing Contract Prices vs. Current Market Prices



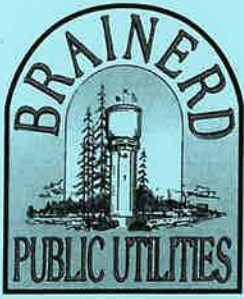
**Confidential**

# BPU Savings to Current Markets

Cumulative Energy Savings vs. Current Market Prices



**Confidential**



# 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](http://www.bpu.org)

## **Brainerd Public Utilities Public Utilities Director Report May 30, 2023**

### Oral Reports From:

- Operations Manager
- Wastewater Treatment Supervisor

### March 2023 Financial Report

See attached March 31, 2023, Financial Statement.

### \$5 Million Grant Award for Water Reclamation Capital Project

Appears that the \$5 million bonding bill request from a couple of years ago was awarded by the State. Will need to meet with project engineers to work on finalizing design and then start the bid process later this summer.

### Ribbon Cutting Ceremony for Airport Solar Array

A ribbon cutting ceremony has been scheduled for June 27 at 12:30 PM at the airport solar array. Some of the items to consider include:

- Preference to invite the public and who should make a statement
- Notifying the local media and preparing a press release
- AEP has started discussion with tent and catering folks and needs an estimated headcount.

### Working on Restructure of BPU Department Functions

BPU management team working on a restructuring of BPU organizational chart as well as looking at our staffing needs. A brief overview of new organizational structure would include the following:

#### **Positions/Departments**

- Public Utilities Director
- Operations Manager – Would give general direction to all departments including the water distribution system
- Electric Distribution Supervisor – Would direct all work related to electric distribution system
- Technical Services – Would include all phases of project management and would include positions from all departments and electrical work at hydro
- Maintenance Services – Would include all work related to maintenance and repair of facilities including mechanical work at hydro
- Water Production and Wastewater Treatment Supervisor – Would direct all work related to water production and wastewater treatment systems
- Finance Manager – Would direct all work related to business services including IT services

I wanted to make the Commission aware that this is a work in progress in assessing the operational needs of BPU. A couple of positions that we need to address sooner rather than later include getting an Electric Distribution Supervisor and another Electrician on board.

HR Director's BPU Report – see Attached Report

Next Board Meeting – June 27, 2023

**BRAINERD PUBLIC UTILITIES  
COMPARISON OF OPERATING RESULTS  
FOR THE THREE MONTH PERIOD ENDED MARCH 31, 2023 AND 2022**

	2023		2022	
	Amount	Percent of Sales	Amount	Percent of Sales
<b>OPERATING REVENUE</b>				
Department				
Electric	5,638,290	79.9%	5,409,798	78.1%
Water	699,452	9.9%	818,498	11.8%
Wastewater	715,109	10.1%	695,267	10.0%
Total Operating Revenue	<u>7,052,851</u>	<u>100.0%</u>	<u>6,923,563</u>	<u>100.0%</u>
<b>OPERATING EXPENSES</b>				
Salaries and Wages	1,393,760	19.8%	1,072,250	15.5%
Purchased Power	2,809,758	39.8%	3,096,858	44.7%
Operation and Maintenance	764,173	10.8%	590,315	8.5%
Other Charges	178,585	2.5%	151,777	2.2%
Employee Benefits	578,288	8.2%	370,993	5.4%
Insurance and Bonds	83,053	1.2%	68,154	1.0%
Depreciation and Amortization	1,263,476	17.9%	1,296,900	18.7%
Total Operating Expenses	<u>7,071,093</u>	<u>100.3%</u>	<u>6,647,247</u>	<u>96.0%</u>
<b>OPERATING INCOME</b>	<u>(18,242)</u>	<u>-0.3%</u>	<u>276,316</u>	<u>4.0%</u>
<b>NONOPERATING REVENUE</b>				
Interest Revenue - Investments	6,346	0.1%	(338,768)	-4.9%
Bond Premium	42,948	0.6%	73,068	1.1%
Interest Revenue - Notes Receivable	27,035	0.1%	29,953	-4.9%
Interest Expense - Bonds	(213,851)	-3.0%	(244,359)	-3.5%
Local Option Sales Tax	282,300	4.0%	503,739	7.3%
Other	18,600	0.3%	-	0.0%
Federal Grant Revenue - Build America Bond	-	0.0%	19,529	0.3%
Gain (Loss) on Disposal of Capital Assets	-	0.0%	13,930	0.2%
Total Nonoperating Revenue	<u>163,378</u>	<u>2.0%</u>	<u>57,092</u>	<u>-4.5%</u>
<b>INCOME BEFORE OPERATING TRANSFERS TO THE CITY</b>	<u>145,136</u>	<u>2.1%</u>	<u>333,408</u>	<u>4.8%</u>
<b>CAPITAL CONTRIBUTIONS</b>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>0.0%</u>
<b>TRANSFERS TO THE CITY</b>	<u>(188,854)</u>	<u>-2.7%</u>	<u>(199,264)</u>	<u>-2.9%</u>
<b>CHANGE IN NET ASSETS</b>	<u>\$ (43,718)</u>	<u>-0.6%</u>	<u>\$ 134,144</u>	<u>1.9%</u>



**BRainerd PUBLIC UTILITIES**  
**COMBINING STATEMENT OF NET POSITION BY DEPARTMENT**  
**MARCH 31, 2023 AND 2022**

	Electric	Water	Wastewater Treatment	Totals	
				2023	2022
<b>ASSETS</b>					
<b>UTILITY PLANT</b>					
Construction in Progress	\$ 1,624,702	\$ 5,695,705	\$ 1,271,703	\$ 8,592,110	\$ 2,377,516
Right-to-Use	421,686	20,146	20,146	461,978	-
In Service	<u>46,237,322</u>	<u>30,030,306</u>	<u>39,177,997</u>	<u>115,445,625</u>	<u>113,780,674</u>
Total Investment in Utility Plant	48,283,710	35,746,157	40,469,846	124,499,713	116,158,190
Less: Accumulated Depreciation	<u>(23,882,357)</u>	<u>(14,591,500)</u>	<u>(19,801,631)</u>	<u>(58,275,488)</u>	<u>(53,334,945)</u>
Net Utility Plant	24,401,353	21,154,657	20,668,215	66,224,225	62,823,245
<b>CASH AND INVESTMENTS</b>					
<u>Nonrestricted</u>	6,472,092	(1,561,426)	4,254,155	9,164,821	11,011,919
<u>Restricted</u>					
Customer Deposits	337,667	-	-	337,667	362,068
City of Brainerd Contribution	-	-	-	-	275,963
Conservation Incentive Program	249,125	-	-	249,125	231,235
Water and Sewer Accessibility Charges	-	551,984	7,138	559,102	698,676
Construction Bond Proceeds	-	1,396,950	-	1,396,950	4,320,511
Debt Service Reserve	<u>1,117,250</u>	<u>1,435,324</u>	<u>1,962,980</u>	<u>4,515,554</u>	<u>4,588,747</u>
Total Restricted Cash and Investments	<u>1,704,042</u>	<u>3,384,238</u>	<u>1,970,118</u>	<u>7,058,398</u>	<u>10,477,200</u>
Total Cash and Investments	8,176,134	1,822,812	6,224,273	16,223,219	21,489,119
<b>CURRENT ASSETS</b>					
Accounts Receivable	2,292,573	357,049	609,902	3,259,524	7,670,223
Interest Receivable	5,178	2,427	19,312	26,917	37,397
Inventory	1,489,896	174,320	-	1,664,216	1,637,938
Prepaid Expenses	<u>241,279</u>	<u>117,376</u>	<u>45,821</u>	<u>404,476</u>	<u>199,972</u>
Total Current Assets	<u>4,028,926</u>	<u>651,172</u>	<u>675,035</u>	<u>5,355,133</u>	<u>9,545,530</u>
<b>OTHER ASSETS</b>					
Bonds and Notes Receivable	-	-	4,330,334	4,330,334	-
Interest Receivable - Notes Receivable	-	-	12,100	12,100	13,200
Service Territory Acquisitions, Net of Accumulated Amortization	233,083	-	-	233,083	250,517
Deferred Outflows of Resources	978,552	326,184	326,184	1,630,920	2,040,601
Investment in Solar Generation Facility	<u>567,000</u>	<u>-</u>	<u>-</u>	<u>567,000</u>	<u>-</u>
Total Other Assets	<u>1,778,635</u>	<u>326,184</u>	<u>4,668,618</u>	<u>6,773,437</u>	<u>2,304,318</u>
Total Assets	<u>38,385,048</u>	<u>23,954,825</u>	<u>32,236,141</u>	<u>94,576,014</u>	<u>96,162,212</u>
<b>LIABILITIES AND NET ASSETS</b>					
<b>NET POSITION</b>					
Net Investment in Capital Assets	18,018,430	10,223,906	9,654,205	37,896,541	31,037,611
Restricted	-	1,473,824	6,269,114	7,742,938	3,508,354
Unrestricted	<u>7,315,887</u>	<u>(420,452)</u>	<u>4,029,586</u>	<u>10,925,021</u>	<u>20,298,889</u>
Total Net Position	25,334,317	11,277,278	19,952,905	56,564,500	54,844,854
<b>LONG-TERM LIABILITIES</b>					
Revenue Bonds Payable	5,540,000	9,355,000	711,600	15,606,600	17,527,200
PFA Construction Loan Payable	-	-	9,991,000	9,991,000	9,991,000
Equipment Certificate Payable	-	-	-	-	-
Compensated Absences	860,947	320,060	188,008	1,369,015	1,121,557
Other Postemployment Benefit Obligation	230,697	76,898	76,898	384,493	548,966
Net Pension Liability	2,955,756	985,252	985,252	4,926,260	2,566,540
Deferred Inflows of Resources	121,677	40,559	40,559	202,795	2,203,245
Capital Lease Payable	386,552	8,322	8,322	403,196	35,860
Revenue Bond Premium	<u>56,434</u>	<u>757,149</u>	<u>34,200</u>	<u>847,783</u>	<u>1,221,025</u>
Total Long-Term Liabilities	10,152,063	11,543,240	12,035,839	33,731,142	35,215,393
<b>CURRENT LIABILITIES</b>					
Accounts Payable	968,539	219,291	(9,333)	1,178,497	960,234
Revenue Bonds Payable	1,040,000	805,000	75,600	1,920,600	2,032,000
Equipment Certificate Payable	-	-	-	-	65,000
PFA Construction Loan Payable	-	-	-	-	1,488,000
Capital Lease Payable	17,937	5,280	5,280	28,497	17,536
Payable to City of Brainerd	-	7,654	104,133	111,787	275,963
Conservation Incentive Program Payable	249,125	-	-	249,125	231,235
Accrued Expenses					
Salaries and Withholding Taxes	125,011	55,727	35,417	216,155	381,924
Sales Taxes	99,089	2,855	-	101,944	84,715
Bond Interest	61,300	38,500	36,300	136,100	203,290
Customer Deposits	<u>337,667</u>	<u>-</u>	<u>-</u>	<u>337,667</u>	<u>362,068</u>
Total Current Liabilities	<u>2,898,668</u>	<u>1,134,307</u>	<u>247,397</u>	<u>4,280,372</u>	<u>6,101,965</u>
Total Liabilities	<u>13,050,731</u>	<u>12,677,547</u>	<u>12,283,236</u>	<u>38,011,514</u>	<u>41,317,358</u>
Total Liabilities and Net Position	<u>\$ 38,385,048</u>	<u>\$ 23,954,825</u>	<u>\$ 32,236,141</u>	<u>\$ 94,576,014</u>	<u>\$ 96,162,212</u>

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

	March 31, 2023				(Memorandum Only)	
	Electric	Water	Wastewater Treatment	Total	March 31, 2022	March 31, 2021
<b>OPERATING REVENUES</b>						
Utility Revenues	\$ 5,500,942	\$ 678,537	\$ 541,154	\$ 6,720,633	\$ 6,672,380	\$ 6,386,151
Other Operating Revenue	137,348	20,915	173,955	332,218	251,183	172,113
Total Operating Revenue	5,638,290	699,452	715,109	7,052,851	6,923,563	6,558,264
<b>OPERATING EXPENSES</b>						
Purchased Power	2,809,758	-	-	2,809,758	3,096,858	2,799,860
Production/Generation						
Salaries and Wages	143,348	115,677	116,175	375,200	310,746	291,657
Operations and Maintenance	17,237	55,609	290,455	363,301	250,575	240,856
Employee Benefits	41,833	41,065	31,350	114,248	97,315	95,754
Other Charges	-	495	7,426	7,921	15,409	18,159
Total Generation/Production Expenses	202,418	212,846	445,406	860,670	674,045	646,426
Distribution						
Salaries and Wages	472,777	169,721	19,490	661,988	472,533	464,059
Operations and Maintenance	96,478	70,216	41,798	208,492	171,310	177,204
Employee Benefits	114,658	41,920	8,402	164,980	135,927	129,894
Other Charges	16,571	11,822	945	29,338	7,145	13,616
Total Distribution Expenses	700,484	293,679	70,635	1,064,798	786,915	784,773
General and Administrative						
Salaries and Wages	208,179	75,868	72,525	356,572	288,971	320,525
Operations and Maintenance	124,099	36,370	31,911	192,380	168,430	71,698
Insurance and Bonds	51,660	17,499	13,894	83,053	68,154	69,626
Employee Benefits	174,461	63,947	60,652	299,060	137,751	115,948
Other Charges	96,368	20,434	24,524	141,326	129,222	115,216
Total Gen. and Admin. Expenses	654,767	214,118	203,506	1,072,391	792,528	693,013
Depreciation and Amortization	555,057	282,210	426,209	1,263,476	1,296,900	1,218,300
Total Operating Expenses	4,922,484	1,002,853	1,145,756	7,071,093	6,647,246	6,142,372
<b>NET OPERATING INCOME (LOSS)</b>	<b>715,806</b>	<b>(303,401)</b>	<b>(430,647)</b>	<b>(18,242)</b>	<b>276,317</b>	<b>415,892</b>
<b>NONOPERATING REVENUE (EXPENSE)</b>						
Interest Revenue - Investments	(28,870)	4,094	31,122	6,346	(338,768)	(73,045)
Bond Premium	3,779	36,809	2,360	42,948	73,068	23,951
Interest Revenue - Notes Receivable	-	-	27,035	27,035	29,953	34,917
Local Option Sales Tax	-	-	282,300	282,300	503,739	476,964
Interest Expense - Bonds	(44,770)	(82,336)	(86,745)	(213,851)	(244,359)	(229,965)
Other	-	-	18,600	18,600	33,458	28,357
Total Nonoperating Revenue (Expense)	(69,861)	(41,433)	274,672	163,378	57,091	261,179
<b>INCOME BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS</b>	<b>645,945</b>	<b>(344,834)</b>	<b>(155,975)</b>	<b>145,136</b>	<b>333,408</b>	<b>677,071</b>
<b>CAPITAL CONTRIBUTIONS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TRANSFERS TO THE CITY</b>	<b>(188,854)</b>	<b>-</b>	<b>-</b>	<b>(188,854)</b>	<b>(199,264)</b>	<b>(191,217)</b>
<b>CHANGE IN NET POSITION</b>	<b>\$ 457,091</b>	<b>\$ (344,834)</b>	<b>\$ (155,975)</b>	<b>\$ (43,718)</b>	<b>\$ 134,144</b>	<b>\$ 485,854</b>



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

	March 31, 2023			Variance With Budget - Positive (Negative)	Year to Date March 31,	
	Current Month	Year to Date	Budget		2022	2021
<b>OPERATING REVENUES</b>						
<u>Utility Revenues</u>						
Residential	\$ 558,811	\$ 1,842,064	\$ 1,639,500	\$ 202,564	\$ 1,815,070	\$ 1,739,115
Commercial	808,629	2,574,702	2,529,000	45,702	2,479,308	2,194,490
Medium/Large Commercial	191,020	586,210	792,000	(205,790)	715,229	874,934
Industrial	97,388	166,002	1,708,500	(1,542,498)	-	-
City of Brainerd	29,366	93,140	88,500	4,640	91,652	89,061
BPU	73,225	238,824	192,000	46,824	233,129	215,613
Total Utility Revenue	1,758,439	5,500,942	6,949,500	(1,448,558)	5,334,388	5,113,213
<u>Other Operating Revenue</u>						
Penalties	11,868	33,592	22,500	11,092	32,915	(6)
Other	58,689	103,756	24,000	79,756	42,495	13,881
Total Other Operating Revenue	70,557	137,348	46,500	90,848	75,410	13,875
Total Operating Revenue	1,828,996	5,638,290	6,996,000	(1,357,710)	5,409,798	5,127,088
<b>OPERATING EXPENSES</b>						
<u>Purchased Power</u>						
All Other Customers	810,617	2,519,766	2,651,400	131,634	3,096,858	2,799,860
Solar Generation	71,119	143,965	135,000	(8,965)	-	-
Crypto Mining Customers	86,805	146,027	1,626,900	1,480,873	-	-
Total Purchased Power Expense	968,541	2,809,758	4,413,300	1,603,542	3,096,858	2,799,860
<u>Generation</u>						
Salaries and Wages	44,892	143,348	125,700	(17,648)	126,368	126,531
Operations and Maintenance	9,354	17,237	6,000	(11,237)	4,475	8,173
Employee Benefits	15,591	41,833	39,450	(2,383)	37,539	34,386
Other Charges	-	-	9,600	9,600	8,854	8,990
Depreciation	27,200	81,600	80,400	(1,200)	80,400	80,100
Total Generation Expenses	97,037	284,018	261,150	(22,868)	257,636	258,180
<u>Distribution</u>						
Salaries and Wages	127,409	472,777	393,600	(79,177)	329,391	334,737
Operations and Maintenance	23,524	98,478	107,700	11,222	85,612	88,108
Employee Benefits	41,865	114,658	101,850	(12,808)	91,688	89,374
Other Charges	3,899	16,571	11,400	(5,171)	4,940	12,818
Depreciation and Amortization	142,500	427,500	420,300	(7,200)	429,000	429,900
Total Distribution Expenses	339,197	1,127,984	1,034,850	(93,134)	940,631	954,937
<u>General and Administrative</u>						
Salaries and Wages	67,009	208,179	216,750	8,571	168,579	186,778
Operations and Maintenance	47,997	124,099	104,700	(19,399)	108,152	48,158
Insurance and Bonds	17,220	51,660	45,300	(6,360)	43,980	36,295
Employee Benefits	61,148	174,461	97,800	(76,661)	88,456	69,837
Other Charges	29,980	96,368	85,950	(10,418)	84,688	73,153
Depreciation and Amortization	18,329	45,957	35,700	(10,257)	43,201	42,900
Total Gen. and Admin. Expenses	241,683	700,724	586,200	(114,524)	537,056	457,121
Total Operating Expenses	1,646,458	4,922,484	6,295,500	1,373,016	4,832,181	4,470,098
<b>NET OPERATING INCOME</b>	182,538	715,806	700,500	15,306	577,617	656,990
<b>NONOPERATING REVENUE</b>						
Interest Revenue - Investments	(37,571)	(28,870)	6,000	(34,870)	(115,346)	(19,768)
Interest Expense - Bonds	(15,700)	(44,770)	(45,600)	830	(56,020)	(59,206)
Sale of Renewable Energy Credits	-	-	-	-	-	-
Bond Premium	1,162	3,779	3,450	329	8,572	4,765
Gain on Disposal of Capital Assets	-	-	1,500	(1,500)	13,930	5,035
Total Nonoperating Revenue	(52,109)	(69,861)	(34,650)	(35,211)	(148,864)	(69,174)
<b>INCOME BEFORE TRANSFERS TO THE CITY</b>	130,429	645,945	665,850	(19,905)	428,753	587,816
<b>TRANSFERS TO THE CITY</b>	(57,700)	(188,854)	(208,500)	19,646	(199,263)	(191,217)
<b>CHANGE IN NET POSITION</b>	\$ 72,729	\$ 457,091	\$ 457,350	\$ (259)	\$ 229,490	\$ 396,599

**BRAINERD PUBLIC UTILITIES  
OPERATING STATISTICS - ELECTRIC DEPARTMENT  
FOR THE THREE MONTH PERIOD ENDED MARCH 31, 2023 2022, AND 2021**

	KWH SOLD			REVENUE			AVERAGE REVENUE PER KWH		
	PERIOD ENDED MARCH 31,	2022	2021	PERIOD ENDED MARCH 31,	2022	2021	PERIOD ENDED MARCH 31,	2022	2021
Residential	14,991,754	15,871,116	15,065,519	\$ 1,842,064	\$ 1,815,070	\$ 1,739,115	\$ 0.1229	\$ 0.1144	\$ 0.1154
Commercial	10,180,509	10,899,982	10,639,911	2,574,702	2,479,308	2,194,490	0.2529	0.2275	0.2063
Medium/Large Commercial	16,406,176	17,436,636	16,750,560	586,210	715,229	874,934	0.0357	0.0410	0.0522
Industrial	1,528,316	-	-	166,002	-	-	0.1086	-	-
City of Brainerd	500,667	582,041	545,910	93,140	91,652	89,061	0.1860	0.1575	0.1631
BPU	2,126,832	2,275,130	2,032,701	238,824	233,129	215,613	0.1123	0.1025	0.1061
Total	45,734,254	47,064,905	45,034,601	\$ 5,334,940	\$ 5,334,388	\$ 5,113,213	\$ 0.1167	\$ 0.1133	\$ 0.1135
% Change From Previous Year	-2.83%	4.51%	NA	0.01%	4.33%	NA	2.92%	-0.17%	NA

	% TO TOTAL - KWH			% TO TOTAL - REVENUE			TOTAL METERS IN SERVICE		
	PERIOD ENDED MARCH 31,	2022	2021	PERIOD ENDED MARCH 31,	2022	2021	PERIOD ENDED MARCH 31,	2022	2021
Residential	32.78%	33.72%	33.45%	34.53%	34.03%	34.01%	6,923	6,873	6,848
Commercial	22.26%	23.16%	23.63%	48.26%	46.48%	42.92%	1,222	1,222	1,233
Medium/Large Commercial	35.87%	37.05%	37.19%	10.99%	13.41%	17.11%	67	67	63
Industrial	3.34%	0.00%	0.00%	3.11%	0.00%	0.00%	1	-	-
City of Brainerd	1.09%	1.24%	1.21%	1.75%	1.72%	1.74%	37	33	32
BPU	4.65%	4.83%	4.51%	4.48%	4.37%	4.22%	38	38	39
Total	100.00%	100.00%	100.00%	103.11%	100.00%	100.00%	8,288	8,233	8,215
% Change From Previous Year							0.67%	0.22%	NA

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

	March 31, 2023			Variance	Year to Date	
	Current	Year to	Budget	With Budget -	March 31,	
	Month	Date		Positive	2022	2021
				(Negative)		
<b>OPERATING REVENUES</b>						
<u>Utility Revenues</u>						
Residential	\$ 80,273	\$ 370,924	\$ 405,000	\$ (34,076)	\$ 363,446	\$ 320,684
Commercial	86,542	270,084	361,500	(91,416)	410,186	383,396
City of Brainerd	7,261	22,005	32,100	(10,095)	21,851	21,180
BPU	5,143	15,524	23,250	(7,726)	14,138	12,558
Total Utility Revenue	179,219	678,537	821,850	(143,313)	809,621	737,818
<u>Other Operating Revenue</u>						
Penalties	1,985	5,563	4,500	1,063	5,186	-
Other	6,222	15,352	5,700	9,652	3,692	5,942
Total Other Operating Revenue	8,207	20,915	10,200	10,715	8,878	5,942
Total Operating Revenue	187,426	699,452	832,050	(132,598)	818,499	743,760
<b>OPERATING EXPENSES</b>						
<u>Production</u>						
Salaries and Wages	36,970	115,677	91,500	(24,177)	74,149	68,425
Operations and Maintenance	19,310	55,609	67,200	11,591	56,716	48,305
Employee Benefits	15,228	41,065	37,050	(4,015)	30,654	28,672
Other Charges	395	495	150	(345)	100	101
Depreciation	22,200	66,600	64,200	(2,400)	67,800	70,200
Total Production Expenses	94,103	279,446	260,100	(19,346)	229,419	215,703
<u>Distribution</u>						
Salaries and Wages	44,475	169,721	119,100	(50,621)	107,040	98,190
Operations and Maintenance	23,400	70,216	79,350	9,134	43,518	48,542
Employee Benefits	15,671	41,920	40,350	(1,570)	32,856	29,101
Other Charges	4,409	11,822	5,100	(6,722)	2,205	798
Depreciation	67,900	203,700	203,700	-	207,000	199,500
Total Distribution Expenses	155,855	497,379	447,600	(49,779)	392,619	376,131
<u>General and Administrative</u>						
Salaries and Wages	24,144	75,868	76,500	632	60,971	67,934
Operations and Maintenance	16,004	36,370	38,100	1,730	31,222	15,247
Insurance and Bonds	5,833	17,499	13,500	(3,999)	11,574	13,559
Employee Benefits	20,357	63,947	33,450	(30,497)	25,622	24,638
Other Charges	6,369	20,434	21,450	1,016	21,761	19,609
Depreciation	3,970	11,910	11,700	(210)	15,600	15,600
Total Gen. and Admin. Expenses	76,677	226,028	194,700	(31,328)	166,750	156,587
Total Operating Expenses	326,635	1,002,853	902,400	(100,453)	788,788	748,421
<b>NET OPERATING INCOME (LOSS)</b>	(139,209)	(303,401)	(70,350)	(233,051)	29,711	(4,661)
<b>NONOPERATING REVENUE</b>						
Interest Revenue - Investments	2,081	4,094	1,200	2,894	(14,916)	(4,608)
Local Option Sales Tax - Baxter	-	-	79,500	(79,500)	173,144	162,771
Bond Premium	12,336	36,809	36,300	509	59,012	16,771
Bond Issuance Costs	-	-	-	-	-	-
Interest Expense - Bonds	(28,222)	(82,336)	(77,700)	(4,636)	(91,283)	(57,799)
Gain on Disposal of Capital Assets	-	-	-	-	-	189
Total Nonoperating Revenue	(13,805)	(41,433)	39,300	(80,733)	125,957	117,324
<b>INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS</b>	(153,014)	(344,834)	(31,050)	(313,784)	155,668	112,663
<b>CAPITAL CONTRIBUTIONS</b>	-	-	-	-	-	-
<b>CHANGE IN NET POSITION</b>	<u>\$ (153,014)</u>	<u>\$ (344,834)</u>	<u>\$ (31,050)</u>	<u>\$ (313,784)</u>	<u>\$ 155,668</u>	<u>\$ 112,663</u>

**BRAINERD PUBLIC UTILITIES**  
**OPERATING STATISTICS - WATER DEPARTMENT**  
**FOR THE THREE MONTH PERIOD ENDED MARCH 31, 2023, 2022, AND 2021**

	GALLONS SOLD			REVENUE			AVERAGE PER 1,000 GALLONS		
	PERIOD ENDED MARCH 31,			PERIOD ENDED MARCH 31,			PERIOD ENDED MARCH 31,		
	2023	2022	2021	2023	2022	2021	2023	2022	2021
Residential	34,858,865	34,545,604	36,039,486	\$ 370,924	\$ 363,446	\$ 320,684	\$ 10.64	\$ 10.52	\$ 8.90
Commercial	39,022,798	40,481,484	42,203,042	307,613	282,740	289,669	7.88	6.98	6.86
City of Baxter	-	61,839,000	34,539,000	-	163,434	127,465	-	-	-
Total	73,881,663	136,866,088	112,781,528	\$ 678,537	\$ 809,620	\$ 737,818	\$ 9.18	\$ 5.92	\$ 6.54
% Change From Previous Year	-46.02%	21.36%	NA	-16.19%	9.73%	NA	55.26%	-9.58%	NA

	% TO TOTAL - GALLONS			% TO TOTAL - REVENUE			TOTAL METERS IN SERVICE		
	PERIOD ENDED MARCH 31,			PERIOD ENDED MARCH 31,			PERIOD ENDED MARCH 31,		
	2023	2022	2021	2023	2022	2021	2023	2022	2021
Residential	47.18%	25.24%	31.96%	54.67%	44.89%	43.46%	4,051	4,064	4,032
Commercial	52.82%	29.58%	37.42%	45.33%	34.92%	39.26%	851	804	812
City of Baxter	0.00%	45.18%	30.62%	0.00%	20.19%	17.28%	1	1	1
Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	4,903	4,869	4,845
% Change From Previous Year							0.70%	0.50%	NA

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

	February 28, 2023			Variance	Year to Date	
	Current	Year to	Budget	With Budget -	February 28,	
	Month	Date		Positive	2022	2021
				(Negative)		
<b>OPERATING REVENUES</b>						
<u>Utility Revenues</u>						
Residential	\$ 81,667	\$ 356,561	\$ 352,800	\$ 3,761	\$ 348,498	\$ 352,555
Commercial	63,019	184,593	195,450	(10,857)	179,874	182,565
Total Utility Revenue	144,686	541,154	548,250	(7,096)	528,372	535,120
<u>Other Operating Revenue</u>						
Penalties	2,696	7,388	6,300	1,088	7,451	-
Reimbursement of Expenses - Baxter	51,447	164,584	177,900	(13,316)	157,103	150,214
Other	537	1,983	1,500	483	2,341	2,082
Total Other Operating Revenue	54,680	173,955	185,700	(11,745)	166,895	152,296
Total Operating Revenue	199,366	715,109	733,950	(18,841)	695,267	687,416
<b>OPERATING EXPENSES</b>						
<u>Treatment</u>						
Salaries and Wages	30,516	116,175	99,000	(17,175)	110,229	96,701
Operations and Maintenance	114,449	290,455	209,550	(80,905)	189,384	184,378
Employee Benefits	10,729	31,350	33,150	1,800	29,122	32,696
Other Charges	4,534	7,426	10,200	2,774	6,455	9,068
Depreciation	117,000	351,000	349,500	(1,500)	374,700	319,200
Total Treatment Expenses	277,228	796,406	701,400	(95,006)	709,890	642,043
<u>Lift Stations</u>						
Salaries and Wages	6,280	19,490	45,000	25,510	36,103	31,132
Operations and Maintenance	15,468	41,798	44,250	2,452	42,180	40,554
Employee Benefits	2,563	8,402	14,400	5,998	11,383	11,419
Other Charges	889	945	-	(945)	-	-
Depreciation	22,200	66,600	68,100	1,500	68,100	50,400
Total Collection Expenses	47,400	137,235	171,750	34,515	157,766	133,505
<u>General and Administrative</u>						
Salaries and Wages	22,788	72,525	72,900	375	59,421	65,813
Operations and Maintenance	11,610	31,911	33,300	1,389	29,056	8,293
Insurance and Bonds	4,631	13,894	19,200	5,306	12,600	19,772
Employee Benefits	19,628	60,652	31,350	(29,302)	23,673	21,473
Other Charges	7,775	24,524	22,350	(2,174)	22,773	22,454
Depreciation and Amortization	2,870	8,609	8,700	91	11,100	10,500
Total Gen. and Admin. Expenses	69,302	212,115	187,800	(24,315)	158,623	148,305
Total Operating Expenses	393,930	1,145,756	1,060,950	(84,806)	1,026,279	923,853
<b>NET OPERATING LOSS</b>	(194,564)	(430,647)	(327,000)	(103,647)	(331,012)	(236,437)
<b>NONOPERATING REVENUE</b>						
Interest Revenue - Investments	19,981	31,122	7,000	24,122	(208,507)	(48,669)
Interest Revenue - Notes Receivable	9,100	27,035	27,000	35	29,953	34,917
Interest Expense - Bonds	(29,333)	(86,745)	(81,900)	(4,845)	(97,056)	(112,960)
Bond Premium	712	2,360	2,250	110	5,484	2,415
Local Option Sales Tax - Brainerd	94,631	282,300	336,000	(53,700)	289,000	275,115
Local Option Sales Tax - Baxter	-	-	19,200	(19,200)	41,595	39,078
Federal Grant Revenue - Build America Bond	6,100	18,600	17,700	900	19,529	23,133
Gain (Loss) on Disposal of Capital Assets	-	-	-	-	-	-
Total Nonoperating Revenue	101,191	274,672	327,250	(52,578)	79,998	213,029
<b>INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS</b>	(93,373)	(155,975)	250	(156,225)	(251,014)	(23,408)
<b>CAPITAL CONTRIBUTIONS</b>	-	-	-	-	-	-
<b>CHANGE IN NET POSITION</b>	<u>\$ (93,373)</u>	<u>\$ (155,975)</u>	<u>\$ 250</u>	<u>\$ (156,225)</u>	<u>\$ (251,014)</u>	<u>\$ (23,408)</u>

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

	GALLONS PROCESSED			REVENUE			AVERAGE PER 1,000 GALLONS		
	PERIOD ENDED MARCH 31,			PERIOD ENDED MARCH 31,			PERIOD ENDED MARCH 31,		
	2023	2022	2021	2023	2022	2021	2023	2022	2021
Residential	34,645,958	34,388,546	35,782,906	\$ 356,561	\$ 348,498	\$ 352,555	\$ 10.29	\$ 10.13	\$ 9.85
Commercial	36,165,541	37,776,491	39,744,546	184,593	179,873	182,565	5.10	4.76	4.59
City of Baxter	52,736,000	52,606,000	51,189,000	164,584	157,104	150,214	3.12	2.99	2.93
Total	123,547,499	124,771,037	126,716,452	\$ 705,738	\$ 685,475	\$ 685,334	\$ 5.71	\$ 5.49	\$ 5.41
% Change From Previous Year	-0.98%	-1.54%	NA	2.96%	0.02%	NA	3.98%	1.58%	NA

	% TO TOTAL - GALLONS			% TO TOTAL - REVENUE			TOTAL METERS IN SERVICE		
	PERIOD ENDED MARCH 31,			PERIOD ENDED MARCH 31,			PERIOD ENDED MARCH 31,		
	2023	2022	2021	2023	2022	2021	2023	2022	2021
Residential	28.04%	27.56%	28.24%	50.52%	50.84%	51.44%	4,029	4,041	4,005
Commercial	29.27%	30.28%	31.36%	26.16%	26.24%	26.64%	825	778	784
City of Baxter	42.68%	42.16%	40.40%	23.32%	22.92%	21.92%	1	1	1
Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	4,855	4,820	4,790
% Change From Previous Year							0.73%	0.63%	NA

## **HR Director's Report to BPU Commission**

May 25, 2023

### Personnel:

Interviews for the BPU Laborer position were held in the middle of May. We had 12 applications and interviewed 6 candidates. A job offer was extended to Jason Gage at Step 4 of the Laborer wage grid (\$26.32). Jason is going through the pre-employment background, physical, and drug testing process. Once these steps are completed, we will finalize a start date and include it on the June 5<sup>th</sup> Council packet for approval.

We have hired two BPU Seasonal Laborers so far for the summer. Rex Block started on May 22, 2023. The second employee is Kaden Imdieke and he plans to start on June 6, 2023. We are hoping to hire one more seasonal laborer for this year. We originally advertised the position at \$15 per hour; however, changed the wage to include a range of \$14 - \$16 per hour to try to increase interest.

We have three BPU employees retiring within the next month. Custodian/Groundskeeper Randy Villnow's retirement date is June 8<sup>th</sup>, Hydro Operator Diane Mahady's retirement date is June 30<sup>th</sup>, and Hydro Lead/Relief Operator Mark Levig's retirement date is also June 30<sup>th</sup>. We would like to thank these three employees for their years of service and we wish them nothing but the best during their retirement!

At the May 1<sup>st</sup> City Council meeting, the Council approved the appointment of Todd Wicklund as the Public Utilities Director and also approved the elimination of the BPU Superintendent and Finance Director/Secretary positions. At the May 15<sup>th</sup> council meeting, the Council approved the separation agreement with Mr. Scott Magnuson with the terms discussed at the April Commission meeting. Mr. Magnuson also agreed to and signed the separation agreement.

As discussed last month, Staff is wanting to start the hiring process for several other positions including the new Business Office Support Specialist that was included in the 2023 budget, the replacement Facility/Grounds Maintenance position, as well as the new Finance Manager position. Job descriptions for these positions are attached for your consideration. Please note that Flaherty & Hood is working on wages as part of our Classification and Compensation Study.

One BPU employee is currently off from work due to FMLA for a non-work related medical issue.

### Hydro Dam Facility:

Staff will be contacting the United Steel Workers Union to discuss options realizing three out of five Hydro Operators will have retired by the end of this June and that automation of the Hydro facility is in process. We are hoping that most of the automation will be completed late this fall. We also believe that a fourth operator will be retiring before next July as well. We currently have a Memorandum of Understanding (MOU) with the United Steel Works and IBEW Unions allowing IBEW employees to temporarily perform work at the Hydro facility. That MOU will expire December 31, 2023.

2023 Classification and Compensation Study:

The HR Director and City Administrator recently received the initial Position Classification Evaluation Workbook with the preliminary analysis. We are reviewing the draft data and will provide feedback for FH's consideration.

Flaherty & Hood received Market Study Workbooks back from all of the entities that were asked to complete them. Flaherty & Hood will now analyze the data and our plan is to present recommendations to the Council hopefully in mid-June.

Wellness Committee:

The Wellness Committee organized a Lunch 'N Learn on May 24th. With May being Mental Health Awareness month, the topic for the Lunch 'N Learn was mental-health related.

Juneteenth Holiday:

It's official – Juneteenth will be a state holiday in 2023. The law was originally supposed to go into effect on August 1, 2023, but a provision to amend the effective date of the new law was adopted and is expected to be signed by the Governor. We are working with our Attorney to determine what the next steps are for the City of Brainerd. We will provide an update when more information is determined.

Joint City Council/BPU Commission Meeting:

One of the topics for the City Council and BPU Commission Joint Meeting to be held on June 26<sup>th</sup> is reorganization of the BPU Department. Public Utilities Director Wicklund has provided insight for his ideas to accomplish a reorganization. We are discussing those options with Flaherty & Hood so his recommendations can be incorporated into the Classification and Compensation Study recommendations.





## Finance Manager

Department: Brainerd Public Utilities (BPU)

FLSA Status: Exempt

### General Definition of Work

Responsible for guiding the financial and administrative functions for BPU. These functions include finance, general accounting, budgeting, financial forecasting, business information systems, internal controls, investment/debt management, business/financial performance monitoring, rate structuring, and risk management initiatives. Works under the administrative oversight of the Public Utilities Director. Exercises general and administrative supervision over BPU Finance Division employees either directly or through supervisory staff.

### Qualification Requirements

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

### Essential Functions

- Assists the Public Utilities Director to establish financial and strategic goals and performance measures for BPU, including long-range financing and investment strategies.
- Supervises the operation of the BPU Business Office and Administrative Staff to ensure BPU customers promptly receive reliable and efficient service.
- Responsible for the supervision of all BPU Finance Division staff including training, inspecting and assigning work, developing staff schedules, coaching, and counseling; conducts performance evaluations; disciplines when needed in accordance with city policies; assists in making a recommendation for the selection of Finance Division employees.
- Assists with the development and issuance of administrative rules, policies and procedures necessary to ensure proper functioning of all Public Utilities divisions.
- Attends and participates in all Commission meetings and other official meetings as needed.
- Evaluates potential projects, programs, and services to determine feasibility and impact on utility operations and makes recommendations to the Public Utilities Director.
- Responds to concerns, issues, complaints, and questions from the public; mediates disputes and resolves issues as appropriate.
- Responsible for project investment and project financing of infrastructure and capital requirements related to all Public Utilities divisions.
- Participates in planning for future capital needs. Oversees debt financing. Manages outstanding debt and development of debt issuance and retirement strategy.
- Maintains relationships with bankers, attorneys, bond rating agencies, and bond insurers.
- Administers the Department's property and casualty insurance program including maintaining appropriate insurance coverage.
- Oversees business information systems function to ensure necessary resources are available to meet BPU and end user needs at an affordable cost.
- Assists the Public Utilities Director to oversee and implement cost-of-service and rate design studies for BPU.
- Manages all accounting operations including:
  - Preparing financial statements and reports for internal and external use.
  - Directing preparation of annual operating budgets and projections.
  - Directing general accounting, payroll and accounts payable functions.
  - Oversees development, implementation, and monitoring of internal controls.

# Finance Manager

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## Essential Functions (Continued)

- Ensures compliance with all pertinent local, state and federal regulations and Commission policy regarding financial and accounting systems and procedures.
- Assists the Public Utilities Director in negotiating long-term Purchase Power Agreement with power provider and service territory boundary agreements subject to Commission approval.
- Prepares and analyzes quotes and bids for products and services; recommends selection of firms or individuals to provide products and services; executes or recommends execution of contracts to Commission for approval.
- Responsible for BPU Commission and Utilities Department Secretary duties as required by the City Charter.
- Performs other duties as assigned or when necessary.

## Knowledge, Skills and Abilities

- Strong interpersonal, oral, and written communications skills.
- Ability to effectively formulate and execute Commission policies and programs to ensure successful and efficient operations that support strategic initiatives.
- Demonstrated expertise in a variety of financial concepts and functions with ability to leverage previous experience and knowledge of best practices.
- Supervise staff and delegate work; Is a team builder with the ability to coach, mentor, and develop all direct reports.
- Strong knowledge of accounting regulations such as Federal and Minnesota state rules and statutes, GASB, and GAAP.
- Knowledge of Utility codes and regulations including MPCA, MPUC and FERC.
- Sound understanding of information technology and experience with appropriately investing in capital equipment.
- Proficient in the use of PC's and relevant business software.
- Strong leadership skills including problem solving and decision making.

## Education, Experience and Special Requirements

### Minimum Qualifications:

- Bachelor's degree in accounting or business administration with concentration in accounting.
- Eight (8) years of experience in accounting of which two (2) years of experience must be as supervisor.
- Ability to obtain a valid MN driver's license upon hire.

### Desired Qualifications:

- An advanced degree and/or CPA certification.
- Five years of municipal and/or utility related experience. Utility supervisory experience is highly desirable.

## Physical Requirements

This work requires the occasional exertion of up to 25 pounds of force; work regularly requires speaking or hearing, using hands to finger, handle or feel and repetitive motions, frequently requires sitting and occasionally requires standing, walking, reaching with hands and arms, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work is generally in a moderately noisy location (e.g. business office, light traffic).

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

**Last Revised: May 11, 2023**



## **Business Office Support Specialist**

Department: Brainerd Public Utilities (BPU)

FLSA Status: Non-Exempt

### **General Definition of Work**

The Business Office Support Specialist is a union position under the general supervision of the Accounting Supervisor. The primary duty for this position is to relieve/back up various positions within the business/repair office and will perform a variety of administrative and/or customer service duties relating to customer utility accounts and other utility business.

### **Qualification Requirements**

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

### **Essential Functions**

- Ability to relieve and/or assist other administrative and customer service positions as needed; Works as a team with other Customer Service personnel to provide exceptional customer service.
- Responsible for preparation of BPU Commission board packets including agenda and related documents.
- Address questions from utility customers and other outside agencies and assist with problems, complaints, and service concerns.
- Assist in receiving payments from the public at the counter, drive-thru, and by telephone.
- Scanning and organizing Laserfiche files.
- Monitor BPU incoming emails and respond or forward to appropriate staff.
- Review, approve, and process customer rebates.
- Review, approve, and process customer Electric Service Upgrade rebates.
- Assist with preparation on daily service orders for final readings.
- Assist in the process and maintenance in the collection of bad debts including corresponding with collection agencies.
- Occasional administrative work for Wastewater Supervisor.
- Performs routine office tasks as required.
- Special Projects as assigned.

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

# **Business Office Support Specialist**

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## **Knowledge, Skills and Abilities**

- Working knowledge of BPU's policies and procedures, including safety practices and procedures.
- Demonstrates organizational and time management skills to organize daily work schedule efficiently with the ability to handle multiple interruptions and adjustment of priorities throughout the day without compromising accuracy or efficiency.
- Logical thinker with ability to solve practical problems, applying common sense to interpret and independently carry out detailed instructions in various forms, and an aptitude for math to provide the ability to compile, review, and tabulate financial data.
- Outstanding communication and interpersonal skills and be able to work with customers to answer questions and provide service in a professional manner.
- Must be able to deal with complaints, difficult situations, and angry individuals. Possesses the ability to effectively gather and present information as well as respond to questions and resolve complaints from the general public, all departments, government officials, and public agencies in a courteous manner; and preserving confidentiality of account and credit information relating to customer accounts.
- Require knowledge and understanding of BPU accounting and billing systems and practices related to customer accounts.
- Proficient in the use of PC's and relevant software packages, knowledge of basic office equipment, as well as accounting and clerical procedures; accurately managing files and records; possess ability to create spreadsheets, compose correspondence, reports, and documents.

## **Education, Experience and Special Requirements**

- High school diploma or GED
- Completion of office practices and/or general accounting courses, and/or equivalent combination of related education and experience.
- One or more years of utility related experience desired.
- Valid MN driver's license

## **Physical Requirements**

This work requires the occasional exertion of up to 25 pounds of force; work regularly requires speaking and hearing, using hand to finger, handle or feel and repetitive motions, frequently requires sitting and occasionally requires standing, walking, reaching with hands and arms, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work is generally in a moderately noisy location (e.g. business office, light traffic). Employee is not required to work in adverse weather conditions.

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

**Last Revised: May 25, 2023**



## **Facilities Custodian**

Department: Brainerd Public Utilities (BPU)

FLSA Status: Non-Exempt

### **General Definition of Work**

The Facilities Custodian job classification is a union position, under the general supervision of the Accounting Supervisor, who provides a full range of all custodial services at all BPU facilities.

### **Qualification Requirements**

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or abilities required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

### **Essential Functions**

- Responsible for custodial services at Service Center and at all other BPU facilities, including development of comprehensive building custodial services schedule and inspections of facilities and equipment.
- Dust all open areas on desks, counter, file cabinets, shelves, and window ledges and shades.
- Clean windows, doors, carpets, and walls as needed.
- Clean all conference tables, break room tables, kitchen counters, sinks, and microwaves. Clean the front of all cupboards, waste receptacles and refrigerator; polish furniture and fixtures as needed.
- Vacuum all rugs and carpet including the entrances and furniture as needed.
- Empty, clean, and sanitize waste/recycle receptacles as needed.
- Sweep, mop, and scrub all floors as needed.
- Clean and disinfect bathroom counters, sinks, towels, and soap dispensers, the front of the waste receptacles, toilets/urinals, handrails, stall walls/doors and clean the mirrors; treat toilets; restock restroom supplies.
- Maintains custodial supplies.
- Prepare for and clean up after Commission/Public meetings.
- Performs related tasks as assigned.

## **Facilities Custodian**

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#### **Knowledge, Skills and Abilities**

- Thorough working knowledge of methods, materials, and equipment used in custodial work.
- Ability to learn to use a variety of custodial equipment, supplies and materials. (Floor buffer, vacuum, carpet steamer and other associated equipment)
- Ability to understand hazards associated with a variety of cleaning supplies.
- Thorough knowledge of the occupational hazards of the work and necessary safety precautions to comply with BPU and OSHA safety requirements.
- Ability to submit time electronically via Employee Self Service (ESS).
- Ability to establish and maintain effective relationships with customers, associates, and the public.
- Ability to work independently in the absence of supervision.

#### **Education and Experience**

- High school diploma or GED
- Three years of custodial experience or equivalent combination of education and experience.
- Valid MN driver's license.

#### **Desired qualifications:**

- Possess Forklift Certification.
- Possess Minnesota Class 2C boilers license.

#### **Physical Requirements**

This work requires the regular exertion of up to 25 pounds of force, frequent exertion of up to 50 pounds of force and occasional exertion of up to 100 pounds of force; work requires standing, walking and using hands to finger, handle or feel and occasionally requires speaking or hearing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work requires standard, close, and distance vision; vocal communication is required for expressing or exchanging ideas by use of measuring devices, operating motor vehicles or equipment and observing general surroundings and activities; work may require exposure to outdoor weather conditions including exposure to extreme hot and cold; work is generally in a moderate noise location (business office with office equipment and light traffic, Hydro, Water Plant, and Wastewater Treatment Plant).

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

**Last Revised: May 1, 2023**