



## Commission Regular Session

APRIL 23<sup>rd</sup>, 2024



1902 E 6TH AVE  
HIBBING, MINNESOTA 55746-0249  
TELEPHONE: 218-262-7700  
FAX: 218-262-7702

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## Commission Meeting Agenda

April 23<sup>rd</sup>, 2024

Chair J. Hart	—	Commissioner J. Bayliss	—
Commissioner J. Stokes	—	Commissioner J. Babich	—
Commissioner J. Sandstede	—	Legal Counsel A. Borland	—
General Manager L. Peterson	—	Auditors Abdo., LLP	—
Utility Resources S. Dickinson	—	Manager of Power Supply P. Plombon	—
Safety & Facilities P. Pelosi	—	Admin & Comm E. Dixon	—
City Administrator G. Pruszinske	—	Local 94 President Rich Kampsula	—

1. CALL TO ORDER
2. ADDS/DELETES
3. APPROVAL OF MINUTES: March 19<sup>th</sup>, 2024 Meeting
4. CITIZENS' FORUM: *Maximum amount of time per item: 5 minutes*
5. CONSENT AGENDA
  - A. Approve invoices >\$1,000 & approve the bills & ACH transfers dated March 16<sup>th</sup> - April 19<sup>th</sup> 2024
  - B. Approve the payroll paid & overtime report for the March 21<sup>st</sup>, April 4<sup>th</sup>, & April 18<sup>th</sup> 2024 pay dates
  - C. Ratify Purchase of Feeder Cable from Border States in the amount of \$91,350
  - D. Approve Resolution 24-03: Authorizing Hibbing Public Utilities to Make Application to and Accept Funds from Local Government Energy Program : Communities Sparking Investment in Transformative Energy
  - E. Approve Resolution 24-04: Authorizing Hibbing Public Utilities to Make Application and Accept Funds from Source Water Protection Grant Program
  - F. Approve Request for Contribution: Hibbing Chamber of Commerce in the amount of \$500
  - G. Approve Commissioners to attend Utility Events:
    - a. April 25<sup>th</sup> at 10:00 a.m. visit Congressman Pete Stauber at HPU Water Treatment Plant, 11871 Townline Rd., Hibbing, MN
    - b. April 30<sup>th</sup> at 5:00 p.m. Water Projects Open House at HPU Admin Building, 1902 E 6th Ave., Hibbing, MN
  - H. Reschedule May 7<sup>th</sup> working session to May 22<sup>nd</sup> for a joint working session with the City Council at 5:00 p.m.
  - I. Acknowledge Letter of Support for HF 5198 and SF 5435 sent 04/15/2024
6. FINANCIALS & RISK MANAGEMENT
  - A. Review and Approve 2024 Budget
  - B. Review and Approve 2024 Rate Recommendations
  - C. Approve Hecimovich Mechanical to Furnish & Install structure for main plant blowdown in the amount of \$68,843
  - D. Approve Arkema for the Removal, Decommissioning, and Disposal of Odorant Plant Equipment in the amount of \$34,376
  - E. Approve Hecimovich Mechanical for Supplying 4 expansion joints in the amount of \$61,416.68
  - F. Accept Engineering Recommendations and Award Bids for 2024 Watermain Capital Improvement Projects
    - i. 24-001: 1<sup>st</sup> Ave, Lake Dr. to 5<sup>th</sup> St. Watermain Project
    - ii. 24-002: 41<sup>st</sup> Ave. 12<sup>th</sup> Ave. E, to 19<sup>th</sup> Ave. E Watermain Project
  - G. Approve Bolton & Menk Inc. for 2024 Watermain Replacement Project Construction Engineering Services in the amount not to exceed \$488,000

**7. POLICY & GOVERNANCE**

- A. Approve Hiring of Samantha Adams for Assistant Utility Engineer
- B. Approve Hiring of Travis Marsh for Accounting Coordinator Position
- C. Approve Hiring of Ryan Horn & Cody Inthihar for open Biomass Technician positions
- D. Approve Change to 2024 Summer Student program to include Apprentice Lineman Internship

**8. OLD BUSINESS**

**9. NEW BUSINESS**

**10. ADJOURNMENT**



Item 3 – Approval of Minutes: March  
19<sup>th</sup>, 2024

Item 3



Item 3 – Approval of Minutes: March 19<sup>th</sup>, 2024April 23<sup>rd</sup>, 2024

Jeff Hart  
Commission Chair  
1902 E. 6<sup>th</sup> Avenue  
Hibbing, MN 55746

RE: Item 3 – Approval of Minutes: March 19<sup>th</sup>, 2024

Dear Commissioners;

Please find attached for your approval draft minutes from the Commission Meetings on March 19<sup>th</sup>, 2024.

Sincerely,



Luke J. Peterson

# **MINUTES OF THE PROCEEDINGS**

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## **of the Public Utilities Commission, City of Hibbing, St. Louis County, Minnesota**

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Minutes of the regular meeting of the Public Utilities Commission, Hibbing, Minnesota, 1902 E. 6<sup>th</sup> Ave., Hibbing, MN 55746, held on March 19<sup>th</sup>, 2024. Meeting held at Hibbing City Hall, 401 E. 21<sup>st</sup> St., Hibbing MN. Chairperson Hart called the meeting to order at 5:00 p.m. In attendance were Chair Hart; Commissioner Babich, Commissioner Stokes, Commissioner Sandstede, Legal Counsel, Andy Borland; General Manager Luke Peterson, Utility Resource Manager Stefanie Dickinson, Manager of Power Supply Paul Plombon, Utility Engineer Mike West, and Customer Programs & Communication Specialist Eliot Dixon. Also in attendance were, Joe Peterson of IRE, Barr rep. Kurt Sobczynski, HPAT Rep. Ron Wirkkula and Caleb Hill; & Local 94 reps. Mark Reger. Absent was Commissioner Bayliss.

### **Item 2. ADDS/DELETE –**

Item 7.D. – Declare vacant and Approve internal posting and external advertisement for Accounting Coordinator position

### **Item 3. APPROVAL OF MINUTES**

Motion by Commissioner \_\_\_\_\_, supported by Commissioner \_\_\_\_\_, to approve the regular meeting minutes of February 27<sup>th</sup> & March 12<sup>th</sup>, 2024.

Motion carried unanimously.

### **Item 4. CITIZENS FORUM –**

### **Item 5. CONSENT AGENDA**

Item 5.A. Approving invoices >\$1,000 & approve the bills & ACH transfers dated February 24<sup>th</sup> – March 15<sup>th</sup>, 2024

Item 5.B. Approve the payroll paid & overtime report for the March 7<sup>th</sup>, 2024 pay dates.

Item 5.C. Approve Request for Contribution; Hearts for Hospice in the amount of \$500

Item 5.D. Approve Request for Contribution; Hello, Range! in the amount of \$500

Motion by Commissioner Stokes, Supported by Commissioner Sandstede, to approve Consent Agenda items 5.A., 5.B., 5.C., & 5.D. as presented.

Motion carried unanimously.

# MINUTES OF THE PROCEEDINGS

## of the Public Utilities Commission, City of Hibbing, St. Louis County, Minnesota

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### **Item 6. FINANCIALS & RISK MANAGEMENT**

**Item 6.A.** Formally Request City of Hibbing Collaboration for 2024 PFA Funding Application

Motion by Chair Hart, Supported by Commissioner Sandstede, to Request City of Hibbing Collaboration for 2024 PFA Funding Application.

Motion carried unanimously.

**Item 6.B.** Approve Engineering Recommendation on PB 2024-01: Distribution Regulator to consider purchase of 18 units from WESCO in the amount of \$763,020

Motion by Commissioner Sandstede, Supported by Commissioner Stokes, to Approve purchase 18 units from WESCO in the amount of \$763,020

Motion carried unanimously.

**Item 6.C.** Review S.T. Cotter Extension for TG #3 rebuild

Commission discussed recommendation from Barr Engineer Kurt Sobczynski. General Manager Luke Peterson recommended the Commission not accept the Change Order without further negotiations.

Motion by Chair Hart, Supported by Commissioner Stokes, to deny Change Order from S.T. Cotter.

Motion carried unanimously.

**Item 6.D.** Award PB 2024-02: Boiler #2 Superheater Replacement to Stack Brothers in the amount of \$948,000

General Manager Luke Peterson recommended the Commission reject the bid from The Jamar Company for being incomplete. Mr. Peterson the recommended PB 2024-02 be awarded to Stack Bros Mechanical.

Motion by Chair Hart, Supported by Commissioner Stokes to reject the bid submitted by the Jamar Company.

Motion carried unanimously.

Motion by Chair Hart, Supported by Commissioner Stokes, to Award PB 2024-02 :Boiler #2 Superheater Replacement to Stack Brothers in the amount of \$948,000

Motion carried unanimously.

# MINUTES OF THE PROCEEDINGS

## of the Public Utilities Commission, City of Hibbing, St. Louis County, Minnesota

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### **Item 7. POLICY & GOVERNANCE-**

**Item 7.A.** Approve Hiring of Jill Zallar as Customer Service Supervisor

Motion by Commissioner Stokes, Supported by Commissioner Sandstede, to Approve Hiring of Jill Zallar as Customer Service Supervisor

Motion carried unanimously.

**Item 7.B.** Approve hiring of Peter Jensen for open Lineman position

Motion by Commissioner Sandstede, Supported by Commissioner Stokes, Approve hiring of Peter Jensen for open Lineman position

Motion carried unanimously

**Item 7.C.** Approve advertising for up to 12 Summer Student positions

Motion by Commissioner Sandstede, Supported by Commissioner Stokes, approve up to 12 Summer Student positions

Motion carried unanimously

**Item 7.D.** Declare vacant and approve internal posting and external advertisement for Accounting Coordinator Position

Motion by Commissioner Stokes, Supported by Commissioner Babich, to declare Accounting Coordinator position vacant and approve internal posting and external advertisement.

Motion carried unanimously

### **Item 8. OLD BUSINESS-**

### **Item 9. NEW BUSINESS –**

### **Item 10. ADJOURNMENT**

Motion by Commissioner Sandstede, supported by Commissioner Stokes, to adjourn the meeting at 5:38 p.m.

Motion carried unanimously

Attest:

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Jeff Hart, Chair

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Jesse Babich, Commission Secretary

Meeting materials are available at  
The next meeting is a working meeting scheduled for Tuesday, April 9<sup>th</sup>, 2024  
at 5:00 p.m. at the Hibbing City Hall, 401 E. 21<sup>st</sup> St., Hibbing MN 55746.

p/2024-03-19-Minutes.doc



Item 5.A – Approve Invoices > \$1,000 &  
approve the bills & ACH transfers

Item 5.A



Item 5.A – Approve Invoices > \$1,000 & approve the bills & ACH transfers

April 23<sup>rd</sup>, 2024

Jeff Hart  
Commission Chair  
1902 E. 6<sup>th</sup> Avenue  
Hibbing, MN 55746

RE: Item 5.A – Approve Invoices > \$1,000 & approve the bills & ACH transfers dated March 16<sup>th</sup> – April 19<sup>th</sup>, 2024

Dear Commissioners;

Per HPU's Authorization and approval Matrix approved at the April 26<sup>th</sup>, 2022 Commission Meeting, please find attached enclosed invoices, bills, and payments since the last Regular Meeting held by the Commission on March 19<sup>th</sup>, 2024.

Sincerely;



Luke J. Peterson

## HIBBING PUBLIC UTILITIES

Invoice Register - Monthly Invoices over \$1,000.00  
 Input Dates: 3/16/2024 - 4/19/2024

Page: 1  
 Apr 19, 2024 03:52PM

Report Criteria:  
 [Report] Total Cost = {} 1000.00

Invoice	Description	Invoice Date	Total Cost	GL Account
<b>AFSCME COUNCIL 65 (25687)</b> 0022222024:	AFSCME UNION DUES 02/05/24-02/18/24	02/22/2024	2,053.80	1-000-2232-115
Total 0022222024:			2,053.80	
022222024:	AFSCME UNION DUES 02/05/24-02/18/24	02/22/2024	2,086.40	1-000-2232-115
Total 022222024:			2,086.40	
03212024	AFSCME UNION DUES 03/04/24-03/17/24	03/21/2024	2,053.80	1-000-2232-115
Total 03212024:			2,053.80	
04042024	AFSCME UNION DUES 03/18/24-03/31/24	04/04/2024	1,988.60	1-000-2232-115
Total 04042024:			1,988.60	
<b>ALWAYS THERE STAFFING (22629)</b> 11239014:	Timpone, Robert - R 40.0	03/05/2024	1,502.80	1-000-5923-120
Total 11239014:			1,502.80	
11239064	Timpone, Robert - R 40.0	03/12/2024	1,502.80	1-000-5923-120
Total 11239064:			1,502.80	
11239115	Timpone, Robert - R 40.0	03/19/2024	1,502.80	1-000-5923-120
Total 11239115:			1,502.80	
11239180	Timpone, Robert - R 40.0	03/26/2024	1,502.80	1-000-5923-120
Total 11239180:			1,502.80	
11239226	Timpone, Robert - R 40.0	04/02/2024	1,502.80	1-000-5923-120

## HIBBING PUBLIC UTILITIES

Invoice Register - Monthly Invoices over \$1,000.00  
 Input Dates: 3/16/2024 - 4/19/2024

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Invoice	Description	Invoice Date	Total Cost	GL Account
Total 11239226:			1,502.80	
<b>BARR ENGINEERING CO (2014)</b> 23692705.02-2	Engineering Support 2024 NTE this Amount	04/24/2024	40,506.95	1-200-1107-000
Total 23692705.02-2:			40,506.95	
23692776.02-3	Air Permitting	04/02/2024	9,355.50	1-200-1311-200
Total 23692776.02-3:			9,355.50	
<b>BCBS RETIREE (25653)</b> 240301350471755	RETIREE ACTIVE COVERAGE 04/01/24-04/30/24	03/20/2024	10,430.00	1-000-5926-115
Total 240301350471755:			10,430.00	
240301350471766	RETIREE ACTIVE COVERAGE 04/01/24-04/30/24	03/20/2024	1,463.00	1-000-5926-115
Total 240301350471766:			1,463.00	
240401354166118	HEALTH INS ACTIVE EMPLOYEES 05/01/24-05/31/24	04/10/2024	10,430.00	1-000-5926-115
Total 240401354166118:			10,430.00	
240401354166883	HEALTH INS ACTIVE EMPLOYEES 05/01/24-05/31/24	04/10/2024	1,463.00	1-000-5926-115
Total 240401354166883:			1,463.00	
<b>BOLTON &amp; MENK, INC (25641)</b> 0325977	Professional Services for 23rd Street watermain extension Nov 14-Nov 10 2023	11/30/2023	3,625.00	1-100-1107-000
Total 0325977:			3,625.00	
0330634	Professional Services for 2024 Watermain Replacement Project - Kelly Lake	02/23/2024	27,286.50	1-100-1107-000
Total 0330634			27,286.50	

## HIBBING PUBLIC UTILITIES

Invoice Register - Monthly Invoices over \$1,000.00  
 Input Dates: 3/16/2024 - 4/19/2024

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Invoice	Description	Invoice Date	Total Cost	GL Account
0330725	Professional Services for 2024 TH169	02/23/2024	12,910.00	1-100-1107-000
Total 0330725:			12,910.00	
0330726	Professional Services for 2024 Watermain Replacement Project - 41st street	02/23/2024	9,044.50	1-100-1107-000
Total 0330726:			9,044.50	
0332111	GIS 2024 PH1	03/13/2024	6,870.50	1-000-1391-200
Total 0332111:			6,870.50	
0333138	WATER TREATMENT PLANT	03/29/2024	8,312.80	1-000-1107-000
Total 0333138:			8,312.80	
0333138	Watermain replacement 23-011	02/21/2024	14,558.67	1-000-1107-000
Total 0333138:			14,558.67	
04102024	BOUGALIS INC (5141) OU1.129518.6	12/26/2023	8,504.91	1-100-1107-000
Total OU1.129518.6:			8,504.91	
04102024	Watermain replacement Project 23-010 18th Ave	02/21/2028	14,558.67	1-000-1107-000
Total OU1.129518.7:			14,558.67	
04102024	Watermain replacement Stuntz & hematite	12/06/2023	11,918.67	1-000-1107-000
Total OU1.129518.8:			11,918.67	
04102024	Watermain replacement Stuntz & hematite			
Total OU1.129518.9:				
04102024	VEBA CONTRIBUTIONS RETIREES 2024	04/10/2024	3,500.00	1-000-1165-600
Total 04102024:			3,500.00	

PPA (CENSUSPRO) ACH (25862)  
 04102024

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## HIBBING PUBLIC UTILITIES

Invoice Register - Monthly Invoices over \$1,000.00  
 Input Dates: 3/16/2024 - 4/19/2024

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Invoice	Description	Invoice Date	Total Cost	GL Account
<b>BRAUN INTERTEC CORP (169)</b> B380417	Soil Boring for new substations	03/28/2024	3,469.25	1-200-1107-000
Total B380417:			3,469.25	
<b>CHEMTRAT INC. (25588)</b> CIN010648435	BLANKET PO - CHEMICALS FOR 2024	03/18/2024	3,726.51	1-200-5506-120
Total CIN010648435:			3,726.51	
<b>COMPONENT MACHINE SERVICE, INC (261)</b> 22131	Shaft machined for turbine rebuild ST Cotter	03/12/2024	3,479.20	1-200-5506-200
Total 22131:			3,479.20	
<b>COSTIN GROUP INC (25790)</b> 2227	Government Relations Consulting & Lobbying March 2024	03/31/2024	3,500.00	1-000-5923-120
Total 2227:			3,500.00	
<b>CTC (25744)</b> 21359183	Monthly Phone & Internet Services 03/2024	03/12/2024	1,544.16	1-000-5921-120
Total 21359183:			1,544.16	
<b>DAKOTA FLUID POWER INC (25833)</b> 7182599	PH7HE 6.4 CFM DESICCANT HEATLESS DRYER	03/19/2024	3,624.18	1-200-5588-120
Total 7182599:			3,624.18	
<b>DELTA DENTAL (20594)</b> CNS0001491859	DELTA DENTAL 02/25/2024-03/02/24	03/02/2024	2,441.26	1-000-5926-115
Total CNS0001491859:			2,441.26	
CNS0001494037	DELTA DENTAL 03/03/24-03/09/24	03/09/2024	4,952.98	1-000-5926-115

## HIBBING PUBLIC UTILITIES

Invoice Register - Monthly Invoices over \$1,000.00  
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Invoice	Description	Invoice Date	Total Cost	GL Account
Total CNS0001494037:			4,952.98	
CNS0001508764	DELTA DENTAL 03/10/2024-03/16/24	03/16/2024	6,393.49	1-000-5926-115
Total CNS0001508764:			6,393.49	
CNS0001512626	DELTA DENTAL 03/17/2024-03/23/2024	03/23/2024	1,890.79	1-000-5926-115
Total CNS0001512626:			1,890.79	
<b>EDELMANN AND ASSOCIATES (22614)</b> 188318	AC-2000 4X3X9 IMPELLOR TRIMMED TO 7.375"	03/05/2024	1,065.97	1-200-5508-120
Total 188318:			1,065.97	
<b>ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (25806)</b> 31574.0	4 mobile worker licenses for ARCGIS	04/04/2024	1,524.00	1-000-5588-120
Total 31574.0:			1,524.00	
<b>EXPRESS PRINT LTD (445)</b> 32195	HREC Daily Wood Yard Delivery Forms	03/08/2024	1,161.80	1-000-5921-120
Total 32195:			1,161.80	
<b>FAIRVIEW HEALTH SERVICE (23635)</b> 03062024 03062024	PRE-EMPLOYMENT PHYSICAL J.PETRON PRE-EMPLOYMENT PHYSICAL PHYSICAL G.TERPSSTRA	03/06/2024 03/06/2024	1,135.50 1,135.50	1-000-5935-120 1-000-5935-120
Total 03062024:			2,271.00	
<b>FRONTIER ENERGY (23217)</b> 194086	Professional Services from Feb. 1 to Feb 29. 2024	03/22/2024	10,771.79	1-200-5911-120
Total 194086:			10,771.79	

## HIBBING PUBLIC UTILITIES

Invoice Register - Monthly Invoices over \$1,000.00  
 Input Dates: 3/16/2024 - 4/19/2024

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Invoice	Description	Invoice Date	Total Cost	GL Account
<b>GENESIS SOLUTIONS AN ABS GROUP COMPANY (25811)</b> 10073200005	Maximo Implementation - Labor	02/16/2024	9,189.68	1-000-1107-000
Total 10073200005:			9,189.68	
<b>GOODIN COMPANY (524)</b> 3899017-01	3" S/40 304L SS PIPE PE SRL cost per foot	03/28/2024	4,700.00	1-400-5508-120
Total 3899017-01:			4,700.00	
3899017-02	3" S/40 304L SS PIPE PE SRL cost per foot	03/28/2024	8,460.00	1-400-5508-120
Total 3899017-02:			8,460.00	
<b>GROEBNER &amp; ASSOCIATES (544)</b> 628151-00	METER-R275TC 30 LT 1/2" 2" Has #5 CASE	03/26/2024	5,265.97	1-300-1381-000
Total 628151-00:			5,265.97	
628151-01	METER-R275TC 30 LT 1/2" 2" Has #5 CASE	03/29/2024	2,708.18	1-300-1381-000
Total 628151-01:			2,708.18	
<b>HAWKINS INC. (20025)</b> 6703793	BLANKET PO - CHEMICALS FOR 2024	03/06/2024	2,052.00	1-100-5641-120
Total 6703793:			2,052.00	
6716602	Urea 50% Liquid	03/19/2024	17,119.84	1-100-5641-120
Total 6716602:			17,119.84	
6716704	BLANKET PO - CHEMICALS FOR 2024	03/20/2024	4,377.80	1-200-1312-300
Total 6716704:			4,377.80	
6725186	CHOLORINE-EPA REG. NO 7870-2	04/02/2024	1,282.50	1-100-5641-120

## HIBBING PUBLIC UTILITIES

Invoice Register - Monthly Invoices over \$1,000.00  
 Input Dates: 3/16/2024 - 4/19/2024

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Invoice	Description	Invoice Date	Total Cost	GL Account
Total 6725186:			1,282.50	
<b>HECIMOVICH MECHANICAL CONTRACTING INC (155)</b> 4198	WORK ON VARIOUS PROJECTS IN THE PLANT	03/26/2024	31,695.10	1-200-1107-000
Total 4198:			31,695.10	
4203	BLANKET PO - PIPEFITTERS SERVICES FOR 2024	03/25/2024	12,493.35	1-200-1107-000
Total 4203:			12,493.35	
4204	TG 6 SUPPLY & INSTALL 4 3/4" VELAN STEAM TRAPS	03/25/2024	16,612.17	1-200-1107-000
Total 4204:			16,612.17	
<b>HIBBING ACH, CITY OF (23045)</b> 000238-FEB24-602PUC 000238-FEB24-602PUC	Feb 2024 Storm Sewer Feb 2024 Sewer	03/19/2024 03/19/2024	25,409.35 310,888.85	1-000-2234-220 1-000-2234-210
Total 000238-FEB24-602PUC:			336,298.20	
000238-FEB24-603PUC 000238-FEB24-603PUC	Feb 2024 Garbage Feb 2024 landfill	03/19/2024 03/19/2024	187,572.39 61,375.03	1-000-2234-200 1-000-2234-200
Total 000238-FEB24-603PUC:			248,947.42	
<b>IRON RANGE ENGINEERING AND CONSULTING (25760)</b> 54	Engineering Services 2024	04/03/2024	26,223.63	1-200-5923-120
Total 54:			26,223.63	
<b>IRON RANGE PLUMBING (632)</b> 1411	BLANKET PO - EMERGENCY SERVICES FOR 2024 - water meter - belmont suit	03/11/2024	1,008.33	1-100-1107-000
Total 1411:			1,008.33	

## HIBBING PUBLIC UTILITIES

Hibbing Public Utilities Commission

Invoice Register - Monthly Invoices over \$1,000.00  
 Input Dates: 3/16/2024 - 4/19/2024

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Invoice	Description	Invoice Date	Total Cost	GL Account
<b>KINETIC ENERGY INC (25127)</b> 375976	March 2024 Natural Gas Invoice #375976	04/03/2024	706,099.67	1-300-5803-200
Total 375976:			706,099.67	
<b>MADISON NATIONAL LIFE (1616)</b> 04012024	LONG TERM DISABILITY INS APR 2024	04/01/2024	2,063.87	1-000-1165-700
Total 04012024:			2,063.87	
<b>MARS SUPPLY (21448)</b> 30502442	3M VERSAFLO HEALTCARE PAPR KIT	03/20/2024	1,214.20	1-000-5930-120
Total 30502442:			1,214.20	
<b>MARTIN'S SNOWPLOW AND EQUIPMENT (25571)</b> 16090	ex mark lawn mower	03/08/2024	10,769.00	1-000-1392-100
Total 16090:			10,769.00	
<b>MEDICARE BLUE RX (22191)</b> 000516205	MEDICARE RX COVERAGE MAR 2024	02/06/2024	14,591.50	1-000-5926-115
Total 000516205:			14,591.50	
<b>MEDICARE RX COVERAGE APR 2024</b> 000637643	MEDICARE RX COVERAGE APR 2024	03/06/2024	14,591.50	1-000-5926-115
Total 000637643:			14,591.50	
<b>MINERS INSURANCE AGENCY (24990)</b> 032724	commerical package brokerage services	03/27/2024	8,921.00	1-000-1165-200
Total 032724:			8,921.00	
<b>MINNESOTA POWER ACH DO NOT MAIL (20364)</b> 076583309075	February 2024 Monthly Invoice	03/15/2024	529,892.12	1-200-5555-120

**HIBBING PUBLIC UTILITIES**

Invoice Register - Monthly Invoices over \$1,000.00  
Input Dates: 3/16/2024 - 4/19/2024

Invoice	Description	Invoice Date	Total Cost	GL Account
Total 076583309075:			529,892.12	
<b>MN PEIP (25272)</b> 1371715	ACTIVE EMPLOYEE HEALTH COVERAGE 04/01/24-04/30/24	03/10/2024	176,218.24	1-000-5926-115
Total 1371715:			176,218.24	
1385361	ACTIVE EMPLOYEE HEALTH COVERAGE 05/01/24-05/31/24	04/10/2024	176,218.24	1-000-5926-115
Total 1385361:			176,218.24	
<b>MN REVENUE SALES TAX (23039)</b> 02182024	MONTHLY SALES TAX MAR 2024	02/18/2024	127,605.00	1-000-2241-200
Total 02182024:			127,605.00	
03212024	MONTHLY SALES TAX FEB 2024	03/21/2024	138,227.00	1-000-2241-200
Total 03212024:			138,227.00	
<b>NORTHLAND CONSULTING ENGINEERS LLP (25752)</b> 03252024	structural assessments warehouse and service center	03/25/2024	2,660.00	1-000-5580-120
Total 03252024:			2,660.00	
<b>NOVASPECT INC (1193)</b> CD99274521 CD99274521	NPS 2 CS400 NPS 2 CS400	03/07/2024 03/07/2024	4,679.76 2,418.97	1-300-5893-120 1-300-5893-120
Total CD99274521:			7,098.73	
CD99276912	KIT,REPAIR,63EG,63EGR & EGR,NITRILE,6	03/27/2024	1,362.00	1-200-5588-120
Total CD99276912:			1,362.00	
PJ99011274	2024 SERVICE AND MAINTENANCE AGREEMENT FEB TO JUL	03/06/2024	2,793.23	1-200-5588-120

## HIBBING PUBLIC UTILITIES

Hibbing Public Utilities Commission

Invoice Register - Monthly Invoices over \$1,000.00  
 Input Dates: 3/16/2024 - 4/19/2024

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Invoice	Description	Invoice Date	Total Cost	GL Account
Total PJ99011274:				
PJ99011373	2024 SERVICE AND MAINTENANCE AGREEMENT FEB TO JUL	04/05/2024	2,793.23	1-200-5588-120
Total PJ99011373:			2,793.23	
OXYGEN SERVICE CO. (25685)	BLANKET PO - GASES FOR 2024	03/20/2024	1,346.81	1-200-5508-120
Total 0008714849:			1,346.81	
PETROCHOICE (23204)	Turbine 3 Oil for ST Cotter Rebuild	03/27/2024	5,439.32	1-200-1311-200
Total 51488641:			5,439.32	
POSTMASTER (1136)	POSTAGE	04/01/2024	10,000.00	1-000-5903-120
Total 04012024:			10,000.00	
PREMIUM PLANT SERVICES (23874)	BLANKET PO - VAC SERVICES 2024 - MARCH	03/13/2024	11,526.50	1-100-5611-120
Total 8324:			11,526.50	
RESCO (1252)	ALUM ARM 2"X8' AMER 93-9602	02/20/2024	2,133.00	1-000-1154-000
Total 3023182:			2,133.00	
3026402	WIRE TRIPLEX ALUM STR 6 VOLUTA	03/18/2024	2,350.00	1-000-1154-000
Total 3026402:			2,350.00	
Roth RV (25570)	tandom flatbed trailer with low sides and ramp for both exmark mowers	04/09/2024	4,578.91	1-000-1392-100

## HIBBING PUBLIC UTILITIES

Invoice Register - Monthly Invoices over \$1,000.00  
 Input Dates: 3/16/2024 - 4/19/2024

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Invoice	Description	Invoice Date	Total Cost	GL Account
Total 04012024:				
			4,578.91	
<b>8. T. COTTER TURBINE SERVICES INC (25847)</b>	Public Bid 25-2023 TG 3 Major Inspection NTE this Amount	03/22/2024	13,308.17	1-200-1311-200
Total 2023-25#10:			13,308.17	
2023-25#11	Public Bid 25-2023 TG 3 Major Inspection NTE this Amount	03/22/2024	39,076.93	1-200-1311-200
Total 2023-25#11:			39,076.93	
2023-25#9	Public Bid 25-2023 TG 3 Major Inspection NTE this Amount	03/10/2024	68,483.88	1-200-1107-000
Total 2023-25#9:			68,483.88	
<b>SAVANNA PALLETS (25697)</b>	BLANKET PO - WOOD SUPPLY FOR 2024	03/05/2024	48,084.68	1-200-5501-320
Total INV149764:			48,084.68	
INV150039	BLANKET PO - WOOD SUPPLY FOR 2024	03/19/2024	46,940.50	1-200-5501-320
Total INV150039:			46,940.50	
INV150183	BLANKET PO - WOOD SUPPLY FOR 2024	03/25/2024	50,740.26	1-200-5501-320
Total INV150183:			50,740.26	
INV150360	CHIPS FOR 2024	04/01/2024	69,700.45	1-200-5501-320
Total INV150360:			69,700.45	
INV150535	BLANKET PO - WOOD SUPPLY FOR 2024	04/09/2024	75,339.09	1-200-5501-320
Total INV150535:			75,339.09	

## HIBBING PUBLIC UTILITIES

Invoice Register - Monthly Invoices over \$1,000.00  
 Input Dates: 3/16/2024 - 4/19/2024

Invoice		Description	Invoice Date	Total Cost	GL Account
SELLMAN BORLAND & SIMON PLLC (23989)	03052024	Legal Services 02/01 - 02/29/2024	03/05/2024	2,406.00	1-000-5923-120
Total 03052024:				2,406.00	
03312024		Legal Services March 1 through March 31, 2024	04/01/2024	3,280.00	1-000-5923-120
Total 03312024:				3,280.00	
ST LOUIS COUNTY PUBLIC WORKS DEPT (FUEL) (256662)	280060	BLANKET PO - FUEL FOR 2024	03/15/2024	4,628.40	1-000-5933-120
Total 280060:				4,628.40	
STINSON LLP (25611)	43554497	General: Professional services rendered through 02/29/2024	03/26/2024	2,727.00	1-000-5923-120
Total 43554497:				2,727.00	
43554498		Power Supply Negotiations: Professional services and disbursements rendered thru	03/26/2024	4,498.50	1-000-5923-120
Total 43554498:				4,498.50	
43554499		S.T. Cotter Turbine Services, Inc.: Professional services and disbursements rendered	03/26/2024	4,100.00	1-000-5923-120
Total 43554499:				4,100.00	
TAMMY MATTONEN CONSULTING LLC (25836)	5006	February 2024 consulting services	03/18/2024	13,462.50	1-000-5923-120
Total 5006:				13,462.50	
TONY'S EQUIPMENT REPAIR (22473)	1584	BLANKET PO - HEAVY EQUIP OPERATOR 2024 - 2920 2nd ave dig main to shut	03/18/2024	1,350.00	1-200-1107-000
Total 1584:				1,350.00	
1585		BLANKET PO - HEAVY EQUIP OPERATOR 2024 - 312 east 25th st replace valve	03/18/2024	2,025.00	1-200-1107-000

## HIBBING PUBLIC UTILITIES

Hibbing Public Utilities Commission

Invoice Register - Monthly Invoices over \$1,000.00  
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Invoice	Description	Invoice Date	Total Cost	GL Account
Total 1585:				
1586	BLANKET PO - HEAVY EQUIP OPERATOR 2024 - 3302 19th ave east	03/18/2024	2,025.00	
Total 1586:				
1587	BLANKET PO - HEAVY EQUIP OPERATOR 2024 - 3406 15th ave east dig water	03/18/2024	3,280.00	1-200-1107-000
Total 1587:				
			3,280.00	
<b>US BANK OPERATIONS CTR (20292)</b>				
03182024	Loan Payment #222	03/18/2024	1,323.63	1-000-5431-120
Total 03182024:				
			1,323.63	
<b>JSIC LOCATING Services, LLC (25031)</b>				
650608	MARCH LOCATES	03/31/2024	5,081.50	1-000-5580-120
Total 650608:				
			5,081.50	
<b>VC3 (CW TECHNOLOGY (24198)</b>				
144112	Monthly Billing for March	03/30/2024	5,085.25	1-000-5921-120
Total 144112:				
			5,085.25	
<b>VIRGINIA PUBLIC UTILITIES (24954)</b>				
41884	Purchase of Boiler Feed Pump with Motor	03/15/2024	150,000.00	1-200-1107-000
Total 41884:				
			150,000.00	
<b>VISA - MIKE WEST (25851)</b>				
02282024	Megger EZ Thumper Repair & Shipping	02/28/2024	3,088.91	1-200-5592-120
Total 02282024:				
			3,088.91	
<b>VISA - PENNY PELOSI (25349)</b>				
03222024	United Rentals: JLG & Scissor Lift Training & Eval on site x4 new employees	03/22/2024	1,496.00	1-000-5925-120

## HIBBING PUBLIC UTILITIES

Invoice Register - Monthly Invoices over \$1,000.00  
 Input Dates: 3/16/2024 - 4/19/2024

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Invoice	Description	Invoice Date	Total Cost	GL Account
Total 032222024:			1,496.00	
WISA-ELIOT (25772) 03312024	2/29 Emerson Education - Employee Training	03/22/2024	4,200.00	1-000-5930-140
Total 03312024:			4,200.00	
WESCO RECEIVABLES CORP (1539) 373988	LIGHT 100W HPS LED EQUIV. SECURITY	03/27/2024	2,697.00	1-000-1154-000
Total 373988:			2,697.00	
WEX HEALTH, INC.- (25737) 004042024	HSA CONTRIBUTIONS 2024	04/04/2024	7,000.00	1-000-1165-600
Total 004042024:			7,000.00	
04042024	HSA CONTRIBUTIONS 2024	04/04/2024	7,000.00	1-000-1165-600
Total 04042024:			7,000.00	
XPRESS BILL PAY - ACH DO NOT MAIL (25803) INV XPR01099	February 2024 Services	02/29/2024	2,617.19	1-000-5903-120
Total INV XPR01099:			2,617.19	
INV-XPR010932	March 2024 Services	03/31/2024	2,579.86	1-000-5903-120
Total INV-XPR010932:			2,579.86	
ZIELIES TREE SERVICE, INC (25680) 320240388	Vegetation Management Area "B"	04/02/2024	68,424.41	1-200-1182-306
Total 320240388:			68,424.41	
Grand Totals:			3,667,229.00	
Report GL Period Summary				

Vendor number hash: 0  
Vendor number hash - split: 0  
Total number of invoices: 0  
Total number of transactions: 0

Report Criteria:  
[Report].Total Cost = {>} 1000.00



Item 5.B – Approve payroll paid & overtime report

Item 5.B



## Item 5.B – Approve payroll paid &amp; overtime report

April 23<sup>rd</sup>, 2024

Jeff Hart  
Commission Chair  
1902 E. 6<sup>th</sup> Avenue  
Hibbing, MN 55746

RE: Item 5.B – Approve payroll paid & overtime report for the March 21<sup>st</sup>, April 4<sup>th</sup>, & April 18<sup>th</sup>, 2024 pay dates

Dear Commissioners;

Per HPU's Authorization and Approval matrix approved at the April 26<sup>th</sup>, 2022 commission Meeting, please find payroll and overtime reports for payroll dates subsequent to the last Commission meeting held March 19<sup>th</sup>, 2024.

Sincerely;



Luke J. Peterson

## Report Criteria:

Employee Transaction.Check Issue Date = 04/01/2024-04/14/2024  
Pay Code.Pay Code = 1-19, 25

Payroll Type	Amount
Total REGULAR WAGES:	154,770.98
Total REGULAR WAGES - FOREMAN:	1,889.60
Total REGULAR WAGES - LEAD:	527.04
Total OVERTIME WAGES:	8,066.71
Total OVERTIME WAGES - FOREMAN:	994.29
Total OVERTIME WAGES - LEAD:	357.63
Total SUNDAY PREMIUM:	1,304.76
Total VACATION PAY:	10,915.70
Total SICK & SAFE LEAVE:	290.48
Total SICK LEAVE - REGULAR:	10,148.99
Total UNEXCUSED SICK LEAVE:	.00
Total COMP FROM STADBY:	.00
Total COMP TIME EARNED:	.00
Total PERSONAL HOLIDAY:	2,015.56
Total HOLIDAY PAY:	19,123.27
Total SHIFT DIFFERENTIAL .75/HR:	391.88
Total HOLIDAY WORKED:	4,795.47
Total LONGEVITY:	3,198.17
Total STANDBY:	7,389.37
Total CERTIFICATE/LICENSE:	765.90
Grand Totals:	<u>226,945.80</u>

## Report Criteria:

Employee Transaction.Check Issue Date = 03/18/2024-03/31/2024  
Pay Code.Pay Code = 1-19, 25

Payroll Type	Amount
Total REGULAR WAGES:	171,955.50
Total REGULAR WAGES - FOREMAN:	1,794.48
Total REGULAR WAGES - LEAD:	508.64
Total OVERTIME WAGES:	9,306.09
Total OVERTIME WAGES - FOREMAN:	709.83
Total SUNDAY PREMIUM:	1,304.76
Total VACATION PAY:	10,371.74
Total SICK & SAFE LEAVE:	235.04
Total SICK LEAVE - REGULAR:	13,949.15
Total UNEXCUSED SICK LEAVE:	.00
Total COMP FROM STADBY:	.00
Total COMP TIME EARNED:	.00
Total COMP TIME USED:	992.54
Total PERSONAL HOLIDAY:	3,527.32
Total SHIFT DIFFERENTIAL .75/HR:	420.00
Total LONGEVITY:	3,198.17
Total STANDBY:	5,644.94
Total LEAVE PAYOUT (NO RETIREMENT):	2,320.00
Total CERTIFICATE/LICENSE:	765.90
Grand Totals:	227,004.10

## Report Criteria:

Employee Transaction.Check Issue Date = 03/04/2024-03/17/2024  
Pay Code.Pay Code = 1-19, 25

Payroll Type	Amount
Total REGULAR WAGES:	181,798.23
Total REGULAR WAGES - FOREMAN:	1,344.52
Total REGULAR WAGES - LEAD:	477.20
Total OVERTIME WAGES:	8,778.20
Total OVERTIME WAGES - FOREMAN:	1,080.99
Total OVERTIME WAGES - LEAD:	180.51
Total SUNDAY PREMIUM:	1,304.76
Total VACATION PAY:	6,949.42
Total SICK LEAVE - REGULAR:	11,258.62
Total UNEXCUSED SICK LEAVE:	.00
Total COMP FROM STADBY:	.00
Total COMP TIME EARNED:	.00
Total COMP TIME USED:	884.42
Total PERSONAL HOLIDAY:	2,562.51
Total SHIFT DIFFERENTIAL .75/HR:	391.50
Total LONGEVITY:	3,198.17
Total STANDBY:	4,996.05
Total LEAVE PAYOUT (NO RETIREMENT):	2,030.00
Total CERTIFICATE/LICENSE:	765.90
Grand Totals:	228,001.00



Item 5.C



Item 5.C – Ratify Purchase of Feeder Cable from Border States in the amount of \$91,350

April 23<sup>rd</sup>, 2024

Jeff Hart  
Commission Chair  
1902 E. 6<sup>th</sup> Avenue  
Hibbing, MN 55746

RE: Item 5.C – Ratify Purchase of Feeder Cable from Border States in the amount of \$91,350

Dear Commissioners;

Please see attached purchase for ratification per the attached email on April 4th.



Luke J. Peterson

**Quotation**

STUART C IRBY BR673 BURNSVILLE  
12501 DUPONT AVE SOUTH  
BURNSVILLE MN 55337  
763-588-0545

QUOTE DATE	ORDER NUMBER
03/27/24	S013918327
REMIT TO:	
STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384-1001	PAGE NO.
	1

SOLD TO:  
HIBBING PUBLIC UTILITIES COMMISSION  
PO BOX 249  
HIBBING, MN 55746-0249

SHIP TO:  
HIBBING PUBLIC UTILITIES COMMISSION  
1716 EAST 5TH AVENUE  
HIBBING, MN 55746-1472  
218-262-7700

ORDERED BY: Joe Peterson

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
INSIDE SALESPERSON				REQD DATE	FRGHT ALLWD	SHIP VIA	
Susan K Hill				03/27/24	Yes	BW BEST-WAY	
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt		
18000FT		1	*OKON 162-23-3096 750MCM-61X AL F/ 220M EPR 15KV 15X10 1500' (+/-) 1500' Reels +/-05% Tolerance 3000' stock in Eagan, 4500' stock in Madison Balance mid May and mid June.	12180.000M	219240.00		

\$ 12.18 per foot

Low bidder

Purchase 7500 ft of in stock cable  
for \$91,350.00

Use for repairs to hospital cables  
Coordinate cable replacement with  
future upgrades to Beltline Sub Stn

**\* This is a quotation \***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT [www.irbyutilities.com/terms](http://www.irbyutilities.com/terms). ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.

Hibbing Public Utilities Commission

April 23, 2024

<b>Subtotal</b>	<b>219240.00</b>
<b>S&amp;H CHGS</b>	<b>0.00</b>
<b>Sales Tax</b>	<b>0.00</b>
<b>TOTAL</b>	<b>219240.00</b>

\*\* Reprint \*\* Reprint \*\* Reprint \*\*  
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**From:** [Luke Peterson](#)  
**To:** [Luke Peterson](#)  
**Cc:** [Mike West](#); [Stefanie Dickinson](#); [Eliot Dixon](#); [Paul Plombon](#)  
**Subject:** FW: Req 123085 - Cable for hospital feeder repairs  
**Date:** Thursday, April 4, 2024 3:29:52 PM  
**Attachments:** [Quote\\_01\\_S013918327-0001\\_17453.pdf](#)  
[Quote\\_02\\_ATT26677.PDF](#)  
[image003.png](#)

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Dear Commissioners,

HPU is need of acquiring cable for construction of feeder entrance / power supply for the substations projects. In addition, the feeder that serves as backup to the Hibbing Hospital failed last fall will need to be replaced this summer.

We have received two quotes in compliance with MN public entity procurement laws that meet our requirements. In the process, we have secured and in stock supply (low quote) that will vanish quickly resulting in us relying on factory lead times that would jeopardize our summer schedule.

Therefore, this email is to inform you that I intend to authorize this the purchase of able from Stewart Irby, the low quote, in the amount of \$91,350 in the interim pending full ratification at the Commission meeting on April 23<sup>rd</sup>.

Please reach out with any questions or concerns.

Best Regards and Thanks,

Luke



**LUKE PETERSON**  
*General Manager*  
Hibbing Public Utilities  
1902 E 6<sup>th</sup> Avenue  
Hibbing, MN 55746  
Tel: +1 (218) 262-7759  
Mobile: +1 (218) 421-3926

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**From:** Mike West <mike.west@hpuc.com>  
**Sent:** Wednesday, April 3, 2024 11:07 AM  
**To:** Luke Peterson <Luke.Peterson@hpuc.com>

**Subject:** Req 123085 - Cable for hospital feeder repairs

Luke,

\$91,350 needed for 15 kV cable to replace damaged feeder 2 (alternate feed to hospital that failed last fall)

Repairs will be coordinated with re-design of Beltline Sub Stn since this feeder is fed out of that substation when the power plant is down

Thank You

-

Mike West  
Utilities Engineer  
Hibbing Public Utilities  
1902 6<sup>th</sup> Ave East  
Hibbing, MN 55746  
218-929-1419

-

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CONFIDENTIALITY/PRIVACY NOTICE: This message with any attachments is for the designated recipient only. If you have received it in error, please notify the sender via return e-mail and immediately delete the original.



1902 SIXTH AVENUE EAST  
HIBBING MN 55746  
TELEPHONE 218-262-7700  
FAX 218-262-7708

## PURCHASE ORDER

TO: STUART C IRBY CO  
PO BOX 741001  
ATLANTA GA 30384

P.O. Number:	<b>24004374</b>
DATE:	04/04/2024

SHIP TO: WAREHOUSE  
1716 E 5TH AVE  
HIBBING MN 55746  
USA

BILL TO: HIBBING PUBLIC UTILITIES  
1902 EAST 6TH AVENUE  
HIBBING MN 55746

REQUESTOR: Luke					TERMS: NET 30 DAYS	
REQ #:	QTY	INV NO	PART NO	DESCRIPTION	UNIT PRICE	AMOUNT
123086	7,500.00		Okonite 16	15kV, 750 MCM, AL cable for hospital feeder repairs	12.18	91,350.00

Authorized Purchasing Signature

Freight:

Sales Tax:

**TOTAL: 91,350.00**

Luke Peterson 218-262-7700 FAX 218-262-7708

Email invoice to: [accountspayable@hpuc.com](mailto:accountspayable@hpuc.com)

*"Providing Quality Utility Services at Competitive Rates"*





## Item 5.D



Item 5.D – Approve Resolution 24-03: Authorizing Hibbing Public Utilities to Make Application to and Accept Funds from Local Government Energy Program: Communities Sparking Investment in Transformative Energy

April 23<sup>rd</sup>, 2024

Jeff Hart  
Commission Chair  
1902 E. 6<sup>th</sup> Avenue  
Hibbing, MN 55746

RE: Item 5.D – Approve Resolution 24-03: Authorizing Hibbing Public Utilities to Make Application to and Accept Funds from Local Government Energy Program: Communities Sparking Investment in Transformative Energy

Dear Commissioners;

The Local Government Energy Program: Communities Sparking Investment in Transformative Energy is an \$18 million-dollar funding opportunity offered through the Office of State and Community Energy Programs of the US Department of Energy. This program will award between \$900,000 and \$3.6 million to up to 20 eligible projects. HPU will be applying to this program with the Hibbing Renewable Infrastructure and Workforce Development Project. Within this project scope is the development of a utility-scale solar field on the south face of the Hull-Rust Mine View tailings pile, a partnership with MN Norther College for workforce development opportunities, and partnership with the City of Hibbing on EV Charging Station integration. HPU is expected to seek the maximum request amount at \$3.6 million in support of this project. Application deadline is May 31<sup>st</sup>.

Sincerely;



Luke J. Peterson

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**RESOLUTION NO. 24-03**

STATE OF MINNESOTA  
COUNTY OF ST. LOUIS  
HIBBING PUBLIC UTILITIES COMMISSION

RESOLUTION AUTHORIZING HIBBING PUBLIC UTILITIES TO MAKE APPLICATION TO AND ACCEPT FUNDS FROM LOCAL GOVERNMENT ENERGY PROGRAM: COMMUNITIES SPARKING INVEST IN TRANSFORMATIVE ENERGY

WHEREAS, the Local Government Energy Program: Communities Sparking Investment in Transformative Energy (a.k.a "C-SITE") is a program administered by the US Department of Energy's Office of State and Community Energy Projects, to distribute \$18 million of funding to incentivize the development of innovative energy projects in local government and recognized tribes, and,

WHEREAS, the Public Utility Commission of the City of Hibbing (a.k.a "HPU" or "the Commission") has duties and powers set forth in MN Statute Chapter 412 in addition to the duties and powers set forth in its own enabling statutes; and,

WHEREAS, HPU hereby certifies its authority to both apply and accept grant funds from the Communities Sparking Investment in Transformative Energy Program fund and any other sub-fund thereof; and,

WHEREAS, HPU is an eligible applicant to the C-SITE Program seeking to develop the Hibbing Renewable Infrastructure and Workforce Development Program, which will leverage utility investments to generate clean solar energy, educate local students on electrical construction and maintenance, and integrate new EV charging stations into Hibbing's electrical infrastructure.

NOW BE IT RESOLVED that the Commission as the Approving Authority adopts this Resolution to apply and accept funding for the Office of State and Community Energy Project's C-SITE Program.

Upon vote taken, the following voted:

For:

Against:

Whereupon said Resolution No.24-03 was declared duly passed and adopted this 23<sup>rd</sup> day of April, 2024.

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Jeff Hart  
Chairman

---

Jesse Babich  
Commission Secretary



Item 5.E

Item 5.E



Item 5.E – Approve Resolution 24-04: Authorizing Hibbing Public Utilities to Make Application to and Accept Funds from MN Dept. of Health Source Water Protection Grant Program

April 23<sup>rd</sup>, 2024

Jeff Hart  
Commission Chair  
1902 E. 6<sup>th</sup> Avenue  
Hibbing, MN 55746

RE: Item 5.E – Approve Resolution 24-04: Authorizing Hibbing Public Utilities to Make Application to and Accept Funds from MN Dept. of Health Source Water Protection Grant Program

Dear Commissioners;

The Source Water Protection Grant Program is providing a total of \$85,000 in funding distributed to eligible applicants in matching amounts up to \$10,000. HPU will be applying for the full \$10,000 to establish an incentive fund for the sealing of unused, poorly maintained, damaged or abandoned wells located within Hibbing's DWSMAs. Such wells pose an increased risk of introducing contaminants into Hibbing's Drinking Water Supply.

Sincerely;



Luke J. Peterson

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**RESOLUTION NO. 24-04**

STATE OF MINNESOTA  
COUNTY OF ST. LOUIS  
HIBBING PUBLIC UTILITIES COMMISSION

**RESOLUTION AUTHORIZING HIBBING PUBLIC UTILITIES TO MAKE  
APPLICATION TO AND ACCEPT FUNDS FROM SOURCE WATER  
PROTECTION GRANT PROGRAM**

WHEREAS, the Source Water Protection Grant Program is a program administered by the MN State Department of Health, to distribute \$85,000 of funding to incentivize the completion of local government projects to protect Minnesota's drinking water sources from identified contaminants, and,

WHEREAS, the Public Utility Commission of the City of Hibbing (a.k.a "HPU" or "the Commission") has duties and powers set forth in MN Statute Chapter 412 in addition to the duties and powers set forth in its own enabling statutes; and,

WHEREAS, HPU hereby certifies its authority to both apply and accept grant funds from the Source Water Protection Grant Program fund and any other sub-fund thereof; and,

WHEREAS, HPU is an eligible applicant to the Source Water Protection Grant Program seeking to develop an incentive program to initiate the sealing of unused, poorly maintained, damaged, or abandoned wells located within Hibbing's DWSMAs.

**NOW BE IT RESOLVED** that the Commission as the Approving Authority adopts this Resolution to apply and accept funding for the MN State Dept. of Health Source Water Protection Fund.

Upon vote taken, the following voted:

For:

Against:

Whereupon said Resolution No.24-04 was declared duly passed and adopted this 23<sup>rd</sup> day of April, 2024.

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Jeff Hart  
Chairman

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Jesse Babich  
Commission Secretary



Item 5.F

Item 5.F



Item 5.F – Approve Request for Contribution: Hibbing Chamber of Commerce in the amount of \$500

April 23<sup>rd</sup>, 2024

Jeff Hart  
Commission Chair  
1902 E. 6<sup>th</sup> Avenue  
Hibbing, MN 55746

RE: Item 5.F – Approve Request for Contribution: Hibbing Chamber of Commerce in the amount of \$500

Dear Commissioners;

Hibbing Chamber of Commerce is seeking sponsorship for the Hibbing Jubilee Events. This community wide event on July 12<sup>th</sup> & 13<sup>th</sup> will draw thousands of visitors to our city. A contribution of \$500 dollars will qualify HPU as a Friends Level Sponsor and provide opportunities for HPU's logo to be included in event promotion and materials. Additionally HPU will be opening the doors of the Hibbing Renewable Energy Center in coordination with the July 12<sup>th</sup> Sidewalk sales as a community outreach and educational opportunity.

Sincerely;



Luke J. Peterson



## REQUEST FOR CONTRIBUTION

The Hibbing Public Utilities Commission (HPUC) has the statutory right to contribute annually a sum not to exceed one percent of the previous year's gross revenues, or \$20,000, whichever is less.

Any party wishing to make request for contribution from the Hibbing Public Utilities Commission must complete this form and submit it to the office of the General Manager, 1902 E. 6<sup>th</sup> Ave., Hibbing, MN 55746. Applicants may request up to \$500 in funds as related to the below statutory requirements. Larger requests may be considered for the Commission's End-of-Year Charitable Contributions. Requests will be brought to the Commission for discussion and action at the most practical regularly scheduled meeting of the Commission following receipt of the application form.

PURPOSE: By statute, HPUC contribution must be for the purpose of advertising, improving and developing the tourist, recreational, industrial, commercial, or vocational resources of the City of Hibbing.

### REQUESTING PARTY INFORMATION:

NAME OF  
ORGANIZATION: The Hibbing Area Chamber of Commerce  
CHECK PAYABLE TO: The Hibbing Area Chamber of Commerce  
CONTACT NAME: Shelly Hanson PHONE NO. 218-262-3895  
ADDRESS: 109 E. Howard St. Hibbing, MN. 55746  
DATE: 4/15/24

PROJECT DESCRIPTION: (Please provide project description including scope, estimated project costs, location, schedule, etc.)

2024 Hibbing Jubilee  
Date: 7/11/24 7/12/24 7/13/24  
Location: Downtown Hibbing

AMOUNT OF REQUEST: Bronze Sponsorship Level - \$500.00

REASON FOR REQUEST: (Please describe the ways in which the request meets the statutory purpose, describe under PURPOSE above):

Draws tourism -  
Annual Community Event  
Provides family Recreational Activity



REQUEST FOR CONTRIBUTION

HPUC DISPOSITION: (Not to be filled out by applicant)

---

Commission Secretary

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Date

*p/forms/admin/Request for Contribution.doc*



## Hibbing Jubilee Sponsorship | July 11-13th, 2024

March 31<sup>st</sup>, 2024

The weather is warming up. The Hibbing Area Chamber of Commerce is looking ahead to summer! We've begun preparations for the upcoming Hibbing Jubilee Festival that will be held from Thursday, July 11, 2024, to Saturday, July 13, 2024.

The Jubilee provides enjoyment and entertainment for those of all ages. The Hibbing Area Chamber of Commerce collaborates with the City of Hibbing to offer the following festivities over Jubilee weekend:

**Thursday:** Mr. Nick's Corner Bar Business After Hours and Raffle Drawing

**Friday:** Sidewalk Sales and Fireworks

**Saturday:** Festival on Fifth, Jubilee Parade, Kids' Carnival, and the Street Dance

The Chamber is pleased to offer the opportunity to showcase your business or organization as an event participant and as one of our event sponsors. On the following page, you'll find details for each sponsorship level. Navigate to [Hibbing.org](http://Hibbing.org) to find our Parade Participant Application, Festival on Fifth/Sidewalk Sales Application, and Jubilee Food Vendor Applications.

Planning, promoting, and presenting an event of this scale requires considerable time and financial resources. The Hibbing Jubilee Festival would not exist without the help of the entire community. We want to thank our Chamber member Trustees, who have committed to sponsoring the Jubilee through their membership dollars.

- **Cleveland Cliffs**
- **Fairview Health**
- **Security State Bank**
- **Mesabi Metallics Company**

Together, let's create a Jubilee that will be remembered for years to come! Let's collaborate on making this event truly unforgettable. If you have any questions, please contact the Hibbing Area Chamber at 218-262-3895 or [info@hibbing.org](mailto:info@hibbing.org). Donations and Sponsorships are available online at

Collaborating with you to make the Jubilee memorable,

Shelly Hanson  
President  
Hibbing Area Chamber of Commerce



## Hibbing Jubilee Sponsorship Levels July 11-13th, 2024

Reach thousands of people both within our community and beyond.

### Platinum Level: \$1,500

This limited-availability sponsorship level includes all **Gold Level benefits** in addition to:

- Personalized Radio Ad highlighting your business representative.
- Preferred parade float placement. Work with us to secure your ideal parade spot.
- Business sponsorship acknowledged on monthly radio Chamber Chat. (WTBX, WEVE, USA)

### Gold Level: \$1,000

- **Silver Level** benefits included.
- Chamber Website Banner and Jubilee Page Recognition

### Silver Level: \$750

- **Bronze Level** benefits included.
- Business Logo included on all promotional materials.
- Jubilee Facebook Cover recognition

### Bronze Level: \$500

- **Friends Level** Benefits included.
- Business name included in a radio ad.
- Business name included in print ad.

### Kid's Carnival: \$200

- **Friend Level** benefits included.
- Logo advertised on Kid's Carnival Lawn signs.
- Logo advertised on Kid's Carnaval Candy Bags.
- Business sponsorship acknowledged on radio Chamber Chat. (WTBX, WEVE, USA)

### Friends Level: \$100

- Receive Recognition in our Thank You E-blast.
- Personalized Social Media Recognition
- Business Name in Newsletter

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If you would like to contribute to any of the listed sponsorships, please complete the information below and return it to 109 E Howard St. Hibbing MN, 55746, or Email: [info@hibbing.org](mailto:info@hibbing.org) by **May 15<sup>th</sup>, 2024** to ensure that you receive all advertising listed. We will still accept sponsorships after May 15<sup>th</sup>, 2024, and will add your business to any remaining advertising opportunities at that time.

**Business:** \_\_\_\_\_

**Sponsorship Level:** \_\_\_\_\_

**Payment Method:**  Cash  Check  Credit Card  Invoice





Item 5.G

Item 5.G



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Item 5.G – Approve Commissioners to attend Utility events: 04/25  
Tour with House Rep. Pete Stauber & 04/30 Water Projects Open  
House

April 23<sup>rd</sup>, 2024

Jeff Hart  
Commission Chair  
1902 E. 6<sup>th</sup> Avenue  
Hibbing, MN 55746

RE: Item 5.G – Approve Commissioners to attend Utility events: 04/25 Tour with  
House Rep. Pete Stauber & 04/30 Water Projects Open House

Dear Commissioners;

Hibbing Public Utilities staff is preparing for two events in which Commissioner attendance could be expected. In order to remain in compliance with MN Public Meeting rules, Commission approval is required to authorize Commissioners to attend prior to the events.

On April 25<sup>th</sup>, HPU will be hosting Representative Pete Stauber of MN's 8<sup>th</sup> Congressional District will be touring HPU's South Water Treatment Plant and HREC. HPU staff submitted its Water Treatment Plant Improvements and Expansion Project to be considered for Congressional Appropriations with Representative Stauber's office. This tour will display Hibbing's drastic need for water investments. Having Commissioners present and participating at the event will make the event more impactful and memorable for the Representative and his staff.

HPU will be hosting its Water Projects Open House on the evening of Tuesday, April 30<sup>th</sup>. This event will provide HPU with the opportunity to engage with and educate ratepayers on the upcoming water projects to be completed during this year's construction season. Having Commissioners present at this event will bolster HPU's efforts to positively engage with our ratepayer in environments outside of a transactional relationship.

Sincerely;



Luke J. Peterson





Item 5.H



Item 5.H – Reschedule May 7<sup>th</sup> Working Session to May 22<sup>nd</sup> for a Joint Working Session with the City Council at 5:00 pm

April 23<sup>rd</sup>, 2024

Jeff Hart  
Commission Chair  
1902 E. 6<sup>th</sup> Avenue  
Hibbing, MN 55746

RE: Item 5.H – Reschedule May 7<sup>th</sup> Working Session to May 22<sup>nd</sup> for a Joint Working Session with the City Council at 5:00 pm

Dear Commissioners;

Members of the Hibbing City Council and City staff have requested a Joint Working Session of the Hibbing Public Utilities Commission and the Hibbing City Council. HPU staff recommends the Current Working Session, scheduled for May 7<sup>th</sup>, be rescheduled to May 22<sup>nd</sup>.

Sincerely;



Luke J. Peterson





Item 5.I



Item 5.I – Acknowledge Letter of Support for HF 5198 and SF 6435  
sent 04/15/2024

April 23<sup>rd</sup>, 2024

Jeff Hart  
Commission Chair  
1902 E. 6<sup>th</sup> Avenue  
Hibbing, MN 55746

RE: Item 5.I – Acknowledge Letter of Support for HF 5198 and SF 6435 sent  
04/15/2024

Dear Commissioners;

House File 5198 and Senate File 5435 allocates \$4.8 million in funding to HPU's Water Treatment Plant Improvement and Expansion Projects. HPU staff sent the attached letter of support to the House and Senate Tax Committees on April 15<sup>th</sup>, 2024.

Sincerely;



Luke J. Peterson

April 15, 2024

Representative Aisha Gomez, Chair, House Tax Committee  
Representative Dave Lislegard, Chair, House Property Tax Division  
Senator Ann Rest, Chair, Senate Tax Committee  
Senator Grant Hauschild  
Minnesota State Capitol  
St. Paul, MN 55155

RE: House File 5198, Senate File 5435

Dear Chair Gomez, Chair Rest, Chair Lislegard and Senator Hauschild:

I am writing today in support of House File 5198, Rep. Lislegard's Property Tax Division Report, and Senate File 5435 (Hauschild).

We appreciate Rep. Lislegard and Sen. Hauschild including funding for Hibbing Public Utilities for clean drinking water infrastructure in the City of Hibbing. Our drinking water project, along with all the others in this proposed legislation are very important to the communities of the Iron Range.

Our water infrastructure needs are byproduct of the mining industry here on the Iron Range as we have needed to move drinking water wells and treatment facilities to accommodate mining expansion. The funds being directed toward these projects come from taxes paid by our local mining companies in lieu of property taxes, so it is a fitting use. We appreciate this money being reinvested into our local communities on the Iron Range and appreciate Rep. Lislegard and Sen. Hauschild for introducing this legislation.

Thank you.



Luke J. Peterson  
General Manager

CC: Iron Range Legislative Delegation Members

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## Item 6.A



## Item 6.A – Approve 2024 Budget

April 23<sup>rd</sup>, 2024

Jeff Hart  
Commission Chair  
1902 E. 6<sup>th</sup> Avenue  
Hibbing, MN 55746

RE: Item 6.A – Approve 2024 Budget

Dear Commissioners;

As discussed at the April Working Session, please find enclosed for your approval  
HPU's proposed 2024 Operational Budget.

Sincerely;



Luke J. Peterson

# Hibbing Public Utilities Commission

## Statements of Revenues, Expenses and Changes in Net Position

DRAFT

	2024 Budget	2023 Actual*	2023 Budget	2022
<b>Operating Revenues</b>				
Electric	16,994,154	16,798,415	17,115,136	17,540,534
Water	2,996,297	2,951,103	2,977,377	2,815,295
Gas	8,546,655	8,617,560	8,727,952	8,446,205
Steam	2,444,289	2,499,257	2,635,932	2,421,743
Total operating revenues	30,981,394	30,866,335	31,456,397	31,223,777
<b>Operating Expenses</b>				
Electric	17,970,690	18,133,643	16,770,289	18,324,490
Water	2,567,546	2,608,012	3,231,038	3,063,920
Gas	5,377,658	5,879,030	5,472,114	5,756,050
Steam	5,388,280	4,824,423	5,853,416	5,930,812
Admin/General	-			
Total operating expenses	31,304,173	31,445,108	31,326,857	33,075,272
Operating Income (Loss)	(322,779)	(578,773)	129,540	(1,851,495)
<b>Nonoperating Revenue (Expense)</b>				
Interest on investments	500,000	2,039,019	253,849	253,849
Equity interest in joint venture	0	(481,604)	106,341	106,341
Miscellaneous nonoperating	0	(100,424)	(949)	(949)
Interest expense-enterprise	0		(55,178)	(55,178)
Total nonoperating revenue (expense)	500,000	1,456,991	304,063	304,063
Income Before Contributions	177,221	878,218	433,603	(1,547,432)
Grants	775,000	640,245	0	
Change in Net Position	952,221	1,518,463	433,603	(1,547,432)

\* Note Includes non-budgeted, non-cash depreciation, amortization and asset retirement expense

# OPERATING TRENDS – OPERATING EXPENSES

\$ Million

Utility	2024 Budget	2023 Actual	2022 Actual	Comments
Electric	\$17.9	\$18.1	\$16.0	Increase in 2023 due to depreciation expense and higher generation allocation
Water	2.6	2.6	2.6	
Gas	5.4	5.9	5.8	
Steam	5.4	4.8	6.3	Decrease in 2023 due to increased allocation of generating expenses to electric
Total	\$31.3	\$31.4	\$30.7	

# OPERATING TRENDS – OPERATING INCOME

\$ Million

Utility	2024 Budget	2023 Actual	2022 Actual	Comments
Electric	\$(1.0)	\$(1.3)	\$(0.4)	Increased loss in 2023 due to depreciation expense and higher generation allocation
Water	0.4	0.3	0.3	
Gas	3.1	2.7	2.6	
Steam	(3.0)	(2.3)	(4.0)	Decrease loss in 2023 due to increased allocation of generating expenses to electric
Total	\$(0.5)	\$(0.6)	\$(1.5)	

# OPERATING TRENDS – OPERATING CASH FLOW

\$ Million

Utility	2024 Budget	2023 Actual	2022 Actual
Electric	\$0.6	\$1.4	\$1.3
Water	1.1	1.0	0.8
Gas	3.3	3.1	2.8
Steam	(2.5)	(1.4)	(3.0)
Total	2.5	\$4.1	\$1.9

# OPERATING TRENDS – OPERATING INCOME

\$ Million

Utility	2024 Budget	2023 Actual	2022 Actual	Comments
Electric	\$(1.0)	\$(1.3)	\$(0.4)	Increased loss in 2023 due to depreciation expense and higher generation allocation
Water	0.4	0.3	0.3	
Gas	3.1	2.7	2.6	
Steam	(3.0)	(2.3)	(4.0)	Decrease loss in 2023 due to increased allocation of generating expenses to electric
Total	\$(0.5)	\$(0.6)	\$(1.5)	

# OPERATING REVENUE

\$ Million

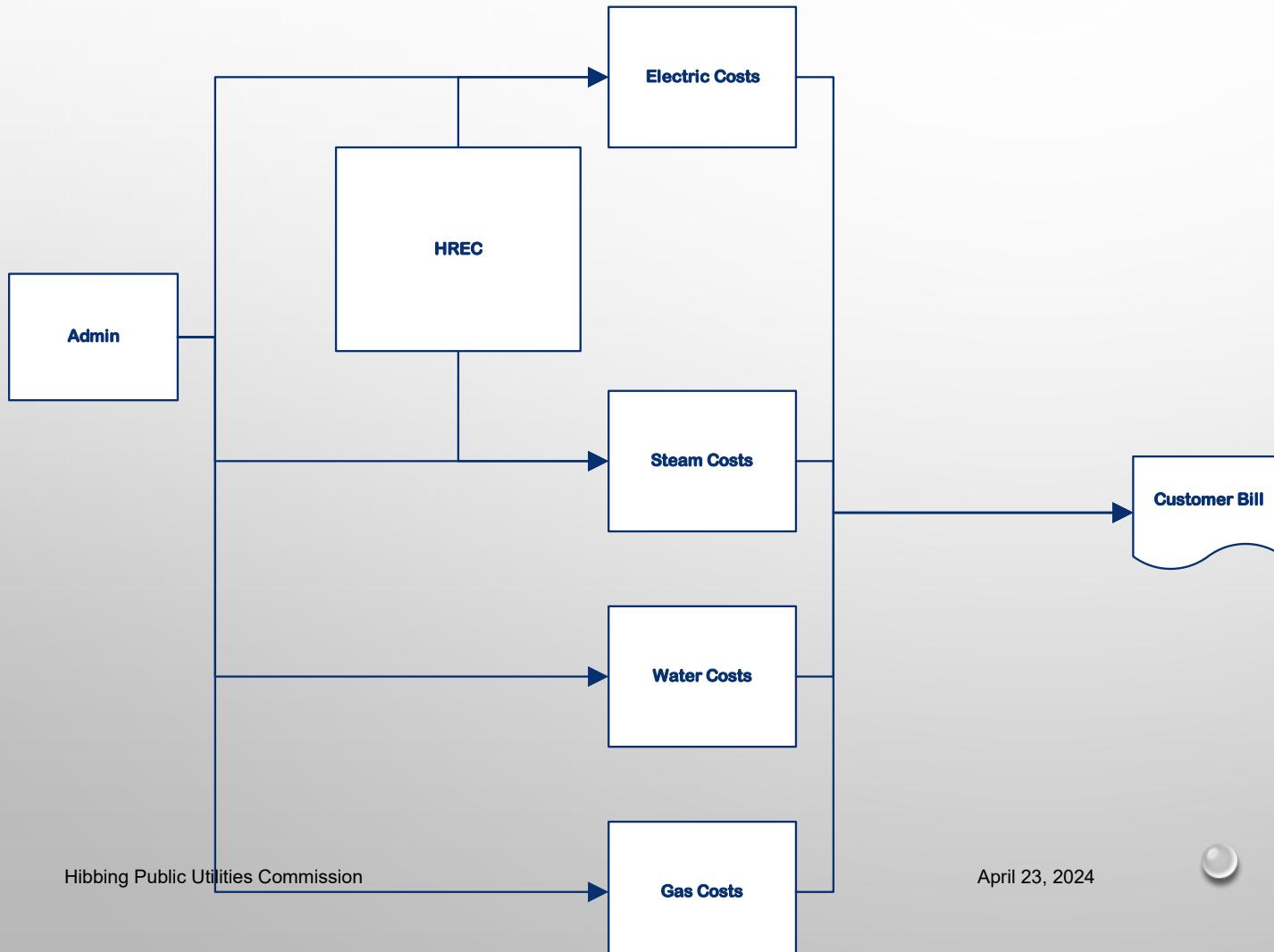
Utility	2023 Actual	2024 Budget	Growth Factor
Electric	\$16.8	\$16.9	0%
Water	3.0	3.0	0%
Gas	8.6	8.5	0%
Steam	2.5	2.4	-2%
Total	\$30.9	\$30.8	0%

# OPERATING EXPENSE

\$ Million

Utility	2023 Actual	2024 Budget	Growth Factor
Electric	\$18.1	\$17.9	-1%, -\$200K
Water	2.6	2.6	0%, None
Gas	5.9	5.4	-9%, -\$500K
Steam	4.8	5.4	12%, +\$600K
Total	\$31.4	\$31.3	0%, -\$100K

# ACCOUNTING FLOW







Item 6.B

Item 6.B



## Item 6.B – Review Rate Analysis &amp; Approve 2024 Adjustment

April 23<sup>rd</sup>, 2024

Jeff Hart  
Commission Chair  
1902 E. 6<sup>th</sup> Avenue  
Hibbing, MN 55746

RE: Item 6.B – Review Rate Analysis & Approve 2024 Adjustment

Dear Commissioners;

Please find enclosed rate analysis for your review and consideration. Affordability of services for Hibbing's ratepayers is a primary concern for HPU Staff. HPU is proud to maintain the most affordable energy rates as compared to other regional suppliers.

Based on the discussion at the April Work Session, Commissioners and Staff determined a rate adjustment to energy and steam rates would be needed to better balance HREC's budget. HPU Staff would like to recommend an 0.005 \$/unit increase to both the Electric and Steam service rates. This increase reflects an approximately 3.3% or \$3.88 increase to the average electric bill (based on 776 kWh). With this change the Utility anticipates to increase revenue by \$491K versus 2023.

Sincerely;

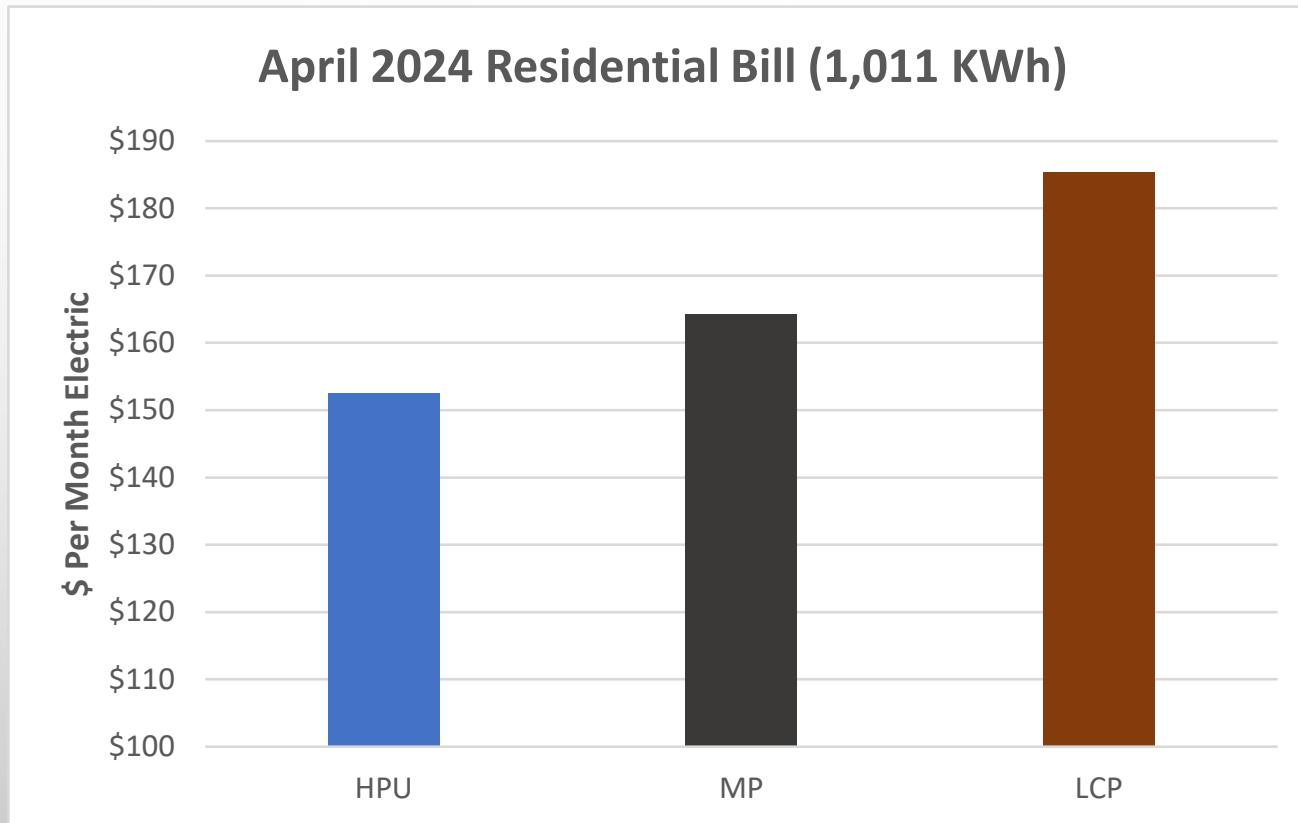


Luke J. Peterson

# ***2024 RATES DISCUSSION***



# CURRENT RATE PERSPECTIVES



	Avg Cents per KWh
HPU	15.07
MP	16.25
LCP	18.36

# 2024 RATE ADJUSTMENT

	Current \$/KWh	Current + 0.005 \$/KWh	Current + 0.010 \$/KWh
Avg Rate	\$0.1507	\$0.1557	\$0.1607
% Change	-	3.3%	6.6%
\$ Change 776 KWh	\$ -	\$3.88	\$7.76
HPU 12 Months Revenue		\$491K	\$982K

3.3% and 6.6% Increase, respectively results in Steam Rates results in \$80K and \$160K increase in HPU 12 Months Revenue



Item 6.C

Item 6.C



Item 6.C – Approve Hecimovich Mechanical to Furnish & Install structure for main plant blowdown in amount of \$68,843

April 23<sup>rd</sup>, 2024

Jeff Hart  
Commission Chair  
1902 E. 6<sup>th</sup> Avenue  
Hibbing, MN 55746

RE: Item 6.C – Approve Hecimovich Mechanical to Furnish & Install structure for main plant blowdown in amount of \$68,843

Dear Commissioners;

For your consideration, Hibbing Public Utilities has received a quote from Hecimovich Mechanical in the amount of \$68,843.00. This quote is to furnish and install structural steel for the erection of the new main plant blowdown system. This project was already approved in the power plant 2024 annual budget and design work began last year by Barr Engineering.

Please see attachments.

Sincerely;



Luke J. Peterson

# **Bob Hecimovich Mechanical Contracting, Inc.**

11236 Spudville Road  
Hibbing, MN 55746-8253  
[office@hecimovich.com](mailto:office@hecimovich.com)

Hibbing: 218.262.2969  
Fax: 218.263.6546

April 11, 2024

Hibbing Public Utilities  
1832 East 6 Avenue  
Hibbing, MN 55746

Attn: Paul  
RE: Blowdown System Structural

Our estimated price to furnish and install structural steel for boiler blowdown equipment as designed by Barr is \$68,843.00. The structural steel is to be decked with grating and complete with removable handrail system, access ladder, and safety gate. All practical components will be constructed with bolted connections to simplify future maintenance.

Should you have any questions please call.

Thank you,  
Jim Finch



Item 6.D



Item 6.D – Approve Arkema for the Removal, Decommissioning, and Disposal of Odorant Plant Equipment in the amount of \$34,376

April 23<sup>rd</sup>, 2024

Jeff Hart  
Commission Chair  
1902 E. 6<sup>th</sup> Avenue  
Hibbing, MN 55746

RE: Item 6.D – Approve Arkema for the Removal, Decommissioning, and Disposal of Odorant Plant Equipment in the amount of \$34,376

Dear Commissioners;

For your consideration, Hibbing Public Utilities has received a quote from Arkema for the removal, decommissioning, and proper disposal of several pieces of equipment no longer in use at our odorant plant. The quote is for \$34,376 and is valid until 5/30/24. The equipment seen in pictures is no longer in use and must be disposed of properly and registered as decommissioned.

Please see attachment.

Sincerely;



Luke J. Peterson



#### General Information

Quote Number	00022303	Price Valid Range	3/19/2024 to 5/30/2024
Account Name	HIBBING PUBLIC UTILITIES COMMISSION	Creation Date	3/19/2024
Contact Name	Paul Boswell		

#### Offer Proposed By

Prepared By	Steve Davison	Email	steve.davison@arkema.com
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#### Product(s) Details

Product Name and Description	Sales Price	Unit Price UoM	Quantity / Min. Quantity	Quantity UoM	Total Price
Service Product-Odorflex Services	USD 34,376.00	Piece	1.00	Piece	USD 34,376.00

#### Shipping Details

Incoterms	DAP (Delivered at Place)	All Taxes Excluded	<input checked="" type="checkbox"/>
Payment Terms	30 Days from Invoice date (C009)		

#### Additional Details

Conditions for Quotation	<p>This quote is subject to Arkema's Standard Terms and Conditions and its Odorant Equipment Decommissioning Service Standard Terms and Conditions both provided to Buyer.</p> <p>Prior to Arkema Equipment Mobilization, Arkema Odorflex Services Manager will perform on-site Scope of Work Assessment.</p>
Description	<p>Quote includes:</p> <ul style="list-style-type: none"><li>API 510 Inspection of Non-DOT tanks</li><li>On Site Scope of Work Assessment</li><li>Arkema Equipment Mobilization</li><li>Truck/Trailer Mileage/Fuel</li><li>Labor</li><li>Lodging</li><li>Per Diem</li><li>Odorant Equipment Decommissioning Service</li><li>Project Management</li></ul> <p>Quote does not include:</p> <ul style="list-style-type: none"><li>Odorant Sample Kit</li><li>Odorant Sample Extraction</li><li>Odorant Sample Analysis</li><li>Rental Lifting Equipment</li><li>Existing Odorant Transfer</li></ul>

#### Quote Acceptance Information

Name : ..... Terms & Conditions

Signature: .....

**STANDARD TERMS AND CONDITIONS**

A. These Standard Terms and Conditions govern this entire contract. Each type of service is also governed by its own set of terms and conditions, attached to this contract, in addition to these Standard Terms and Conditions. Capitalized terms used, but not defined, in these Standard Terms and Conditions or the associated services terms and conditions have the meanings set forth in the main body of the contract or the underlying quotation or Scope of Work ("SOW").

B. Late payments will bear interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less. If Buyer fails to timely pay any invoice then (i) the payment terms under this contract will be cash in advance notwithstanding any other term of this contract, and (ii) Arkema may, among other remedies, cancel this contract or suspend further services hereunder. Arkema may require payment in advance or satisfactory security if any invoice is not paid in full when due or Buyer's financial condition becomes unsatisfactory to Arkema, and Arkema may refuse to provide services hereunder unless such requirements are met.

C. Buyer shall bear and pay all taxes, excises or other charges imposed by any local, state or federal authority arising from or related to the services purchased hereunder, except those based on the income of Arkema (collectively, "Taxes"). Buyer shall fully indemnify, defend and hold Arkema harmless from and against any and all liabilities, costs, expenses (including without limitation reasonable attorneys' fees and expenses), claims, judgments, notices of liability, notices of violation, settlements or damages (collectively, "Claims") for Taxes. If any domestic or foreign governmental authority imposes new, increased and/or additional tariffs or fees on the products or services subject to this contract or on raw materials, intermediate products or any other materials used to produce such products or provide such services (collectively "Tariffs"), any such Tariffs may, in Arkema's sole discretion, be added to the price of the product or service sold under this contract, notwithstanding any other provision of this contract.

D. Arkema's measurements will govern, except in case of proven error.

E. When Arkema deems it necessary for performance of the services under this contract, Arkema may, in its sole discretion, select and engage third party subcontractor to provide any service or portion thereof under this contract. Arkema may at any time decline or stop any service hereunder if Arkema, in its sole discretion, determines that continuing would be unsafe or inadvisable.

F. Arkema will have no liability for any delay or failure in performance under this contract, in whole or in part, if such delay or failure arises from (i) compliance in good faith with any regulation, order or request of any foreign or domestic governmental official or agent, whether or not later shown invalid, unauthorized or inapplicable; (ii) the occurrence of any contingency the nonoccurrence of which was a basic assumption at the time this contract was made, including without limitation acts of God, fire, flood, accident, riot, war, terrorism, sabotage, cyber-attack, quarantine, pandemic, public health emergency, strike, lock-out, slowdown, labor trouble or shortage, breakdown or failure of equipment, carrier delay, or embargo; (iii) Arkema's inability to obtain any energy source, equipment, labor, or transportation at prices and on terms deemed by Arkema to be acceptable; (iv) Arkema's incurring increased costs for compliance with environmental protection, health or safety regulations; or (v) any event or occurrence not within the reasonable control of Arkema, whether or not foreseeable, that makes performance impracticable. If any such circumstances affect only a part of Arkema's capacity to perform, Arkema may allocate services among its customers and its own requirements as Arkema may determine in its sole discretion. Arkema will not be obligated to purchase materials or services from other sources to satisfy its obligations under this contract. Arkema shall have no further obligations or liability under this contract if in its sole judgment, Arkema's continued performance under this contract would violate export controls, sanctions, or other restrictions on trade imposed by any domestic or foreign governmental authority (collectively "Trade Measures"), including Trade Measures imposed after the effective date of this contract.

G. Notwithstanding anything in this contract to the contrary, Arkema's maximum liability and Buyer's exclusive remedy with respect to any and all claims arising from this contract will not exceed the amounts paid by Buyer for all services provided under this contract, provided, however, that Arkema's maximum liability and Buyer's exclusive remedy with respect to any Claims (i) arising from the Redistribution Service will not exceed the value of the Redistributed Product related to such Claim; and (ii) arising from the Relocation Service will not exceed the book value of the Owner Equipment related to such Claim. Arkema will not be liable for any death, injury, loss or damage resulting from the handling or use of any product, whether in the manufacturing process or otherwise. Further in no event will Arkema be liable, and Buyer waives all claims against Arkema, for special, incidental or consequential damages, damages from business interruption, loss of profits or capital or business opportunity, downtime costs, claims of customers or employees of Buyer, court or litigation costs and expenses and attorneys' fees. Failure to give Arkema notice of any claim within ninety (90) days after Arkema's completion of the service out of which such claim arises will constitute a waiver of such claim by Buyer. Notwithstanding any applicable statute of limitations to the contrary, any action by Buyer relating to a claim under this contract must be instituted no later than two (2) years after the occurrence of the event upon which the claim is based. All of the foregoing limitations will apply regardless of whether Buyer's claim is based upon breach of contract, breach of warranty, negligence, strict liability, or any other legal theory.

H. If, at any time during the Term of this contract, there shall be substantial change in technical, financial (including exchange rate), commercial, regulatory, or market conditions that either party did not foresee and could not have reasonably foreseen at the time this contract was executed, as a result of which such party suffers and will continue to suffer substantial economic hardship in complying with this contract, the party suffering such hardship (the "affected party") may notify the other party in writing of the precise nature of such hardship and the requested relief under this contract. The parties shall thereafter meet within thirty (30) days of such notice and consider the requested relief or any other relief that may be appropriate and acceptable to both parties. If the parties are unable to reach agreement on the affected party's request for relief within sixty (60) days of its notice to the other party, the affected party may elect to terminate this contract as of the end of the then current Contract Year or the ninetieth (90th) day following the giving of written notice of termination, whichever occurs last, provided such hardship is reasonably expected to continue beyond such termination date. This paragraph does not apply to Tariffs.

I. This contract (including its attachments and any executed riders hereto) constitutes the entire agreement between Arkema and Buyer with respect to the subject matter hereof and supersedes all prior proposals and discussions relating to such subject matter. Buyer may not assign this contract without Arkema's prior written consent, and if Buyer does so assign this contract without such consent, Arkema may declare this contract void. This contract may be amended only by a written instrument duly executed by the parties. If any provision of this contract is or becomes invalid, unlawful or unenforceable, Arkema may in its sole discretion upon notice to Buyer (i) cancel such provision, without affecting the remainder of this contract, or (ii) terminate this contract in its entirety. Any waiver by Arkema of any right or breach hereunder must be in writing, and no such waiver will be construed as a waiver of any other right or breach, similar or otherwise.

J. This contract must be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any conflicts of laws provision or principle thereof that would result in the application of the laws of any other jurisdiction. The parties expressly disclaim the applicability to this contract of the United Nations Convention on Contracts for the International Sale of Goods. Any action brought by or on behalf of Buyer arising out of this contract or the transactions covered under this contract must be instituted only in the appropriate state or federal court having jurisdiction in Montgomery County, Pennsylvania, and Buyer further submits itself to the jurisdiction of said courts in the event Arkema elects to institute any action in said courts. **EACH OF THE PARTIES IRREVOCABLY WAIVES A TRIAL BY JURY WITH RESPECT TO ANY PROCEEDING INVOLVING OR RELATING TO THIS CONTRACT OR THE RELATIONSHIP CREATED HEREBY.**

K. All sales and purchases of services under this contract are limited to and conditional on Buyer's acceptance of these terms and conditions including those service-specific terms and conditions incorporated by reference herein. Arkema objects to and rejects any terms and conditions that may be proposed by Buyer which are in addition to or different from those in this contract (including all attachments). No modification of this contract will be effected by the acknowledgment or acceptance of purchase order forms containing different or additional terms or conditions.

L. Buyer shall obtain and maintain at its own expense the following insurance from companies acceptable to Arkema during the Term of this contract and for three years thereafter: (a) Worker's Compensation Insurance: statutory limits; (b) Employer's Liability Insurance: combined single limit of not less than \$1,000,000; (c) Commercial General Liability Insurance (including products liability, completed operations and contractual liability): combined single limit of not less than \$1,000,000; (d) Commercial Automobile Liability Insurance: combined single limit of not less than \$2,000,000, including an MCS90 endorsement when interstate transportation of DOT regulated products is involved; (e) Pollution Legal Liability: \$5,000,000 per occurrence and aggregate; and (f) Excess Liability Insurance (Umbrella Form) supplementing (b), (c), (d) and (e) with limits of \$10,000,000 each occurrence and \$10,000,000 aggregate. Any policy providing coverage described in (b) through (f) above shall be endorsed to name Arkema and its parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees, and agents (collectively, the "Arkema Parties") as additional insureds thereunder and shall be primary to any other coverage. All policies described in (a) through (f) above shall include a waiver of subrogation rights against Arkema. Buyer shall furnish certificates of insurance to Arkema evidencing that the above coverages requested by Arkema are in effect and providing that no policy may be canceled, terminated, allowed to lapse or materially altered, without a minimum of 30 days advance written notice to Arkema.

M. If the product is sold hereunder by Arkema as an odorant for natural gas or liquefied petroleum gas, the Arkema Inc. Odorant Addendum to Standard Terms and Conditions located at [https://www.arkema.com/files/live/sites/shared\\_arkema/files/downloads/produits/product-brochures/arkema-odorants-terms.pdf](https://www.arkema.com/files/live/sites/shared_arkema/files/downloads/produits/product-brochures/arkema-odorants-terms.pdf) is incorporated by reference into and made a part of this contract and shall apply, in addition to the rest of this contract.

N. These Standard Terms and Conditions will survive the expiration or termination of this contract.

October 2022

**DECOMMISSIONING SERVICE STANDARD TERMS AND CONDITIONS**

1. Capitalized terms used, but not defined, in these Decommissioning Service Standard Terms and Conditions have the meanings set forth in the main body of the contract or the Standard Terms and Conditions.
2. Buyer must give Arkema reasonable notice and required information covering Decommissioning Service, including, but not limited to, providing any information relating to the Equipment or Site which would affect the safety, viability, or advisability of the Decommissioning Service as described in this contract and on the prior to receiving Decommissioning Service. Arkema will have no obligation to provide services for which Buyer has not given such notice and instructions. Arkema will have no obligation to provide Decommissioning Service for any tanks not expressly specified on the SOW in this contract. Arkema has the status of carrier for hire, under motor carrier number MC-653663. Title to, and all risk of loss of, any Tank decommissioned hereunder passes from Owner to Arkema when the Tank exits the Site ("Delivery").
3. Each Decommissioning Service event will stand as a separate contract, and the failure of any Decommissioning Service event will not be deemed a breach of contract as to others.
4. Buyer represents and warrants, or shall cause Owner to represent and warrant, to Arkema in writing that: (a) Owner has good title to the Equipment, free and clear of all liens and encumbrances; (b) the sole content of each Tank is odorant for either liquefied petroleum gas or natural gas; (c) any and all documentation and certifications issued by Buyer or Owner to Arkema regarding the Site, the Equipment and the contents of each Tank will be complete and accurate when issued; and (d) Equipment will be free of any radioactive material. Arkema hereby warrants to Buyer that the Decommissioning Service will be provided in a professional and workmanlike manner by technicians who are properly trained to provide such services. **ARKEMA MAKES NO OTHER WARRANTY OF ANY KIND IN CONNECTION WITH THE DECOMMISSIONING SERVICE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EVEN IF THAT PURPOSE IS KNOWN TO ARKEMA. ANY INFORMATION OR ASSISTANCE THAT ARKEMA MAY FURNISH TO BUYER OR OWNER, THAT IS NOT RELATED DIRECTLY TO THE DECOMMISSIONING SERVICE DETAILED IN THE SOW IS GRATUITOUS AND WILL IN NO WAY BE DEEMED PART OF THE PROVISION OF DECOMMISSIONING SERVICE HEREUNDER.**
5. Buyer shall fully indemnify, defend and hold the Arkema Parties harmless from and against any and all Claims that Arkema may incur or be required to pay to any third party (including without limitation any employee of Buyer or Owner, regardless of whether such employee is barred under applicable law from claiming against Buyer or Owner, as applicable) that are caused or contributed to by any act or omission of Buyer or Owner. Buyer's obligations to indemnify, defend and hold harmless Arkema Parties under this contract shall include but not be limited to Claims under all environmental laws and regulations, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Resource Conservation and Recovery Act (RCRA) and their state and local counterparts as they may be amended from time to time, arising out of or related to 1) an act or omission of Buyer or Owner, and/or any of their employees, contractors or invitees which causes or contributes to harm or damage to the environment or natural resources, at or from the Site or activities of Buyer or Owner, and/or any of their employees, contractors or invitees; 2) violation of any federal, state or local law or regulation by Buyer or Owner, and/or any of their employees, contractors or invitees; or 3) preexisting environmental conditions on, from or under the Site.
6. Subject to Buyer's representations and warranties in Section 4 of these Decommissioning Service Standard Terms and Conditions, upon Delivery, Arkema assumes full responsibility and liability for compliance with federal, state and local laws, rules and regulations relating to the Equipment being decommissioned hereunder, including without limitation those governing unloading, discharge, storage, handling, use, recycling, disposal and/or resale thereof.
7. Sections 4, 5 and 7 of these Decommissioning Service Terms and Conditions will survive the expiration or termination of this contract.

June 2022

**REDISTRIBUTION SERVICE STANDARD TERMS AND CONDITIONS**

1. Capitalized terms used, but not defined, in these Redistribution Service Standard Terms and Conditions have the meanings set forth in the main body of the contract or the Standard Terms and Conditions.
2. Buyer must give Arkema reasonable notice and instruction covering Redistribution Service, including, but not limited to, providing any information relating to the Redistributed Product or Site which would affect the safety, viability, or advisability of the Redistribution Service as described the SOW prior to receiving service. Arkema will have no obligation to provide services for which Buyer has not given such notice and instructions. Buyer acknowledges that Arkema's delivery technicians must comply with DOT driving time requirements including return trip to Arkema's plant in Pineville, Louisiana, which may limit the amount of time spent on Site in a day or in a week. Arkema has status of carrier for hire, under motor carrier number MC-653663. Arkema agrees to issue and edit the bill of lading for Redistributed Product on behalf of Buyer.
3. Each Redistribution Service event will stand as a separate contract, and the failure of any Redistribution Service event will not be deemed a breach of the contract as to others.
4. Buyer acknowledges that Owner exclusively owns the Redistributed Product at all times. Arkema takes no title to Redistributed Product and is not responsible in any way for the condition of the Redistributed Product and whether it meets specifications. Redistributed Product must be 100% redistributed to other Buyer or Owner vessel(s), even if the Redistributed Product is found to be off-specifications during Redistribution Service. No Redistributed Product can be transported back to Arkema's plant, and Buyer must find an outlet for all Redistributed Product, at Buyer's sole expense.
5. Arkema hereby warrants to Buyer that the Redistribution Service will be provided in a professional and workmanlike manner by technicians who are properly trained to provide such services. **ARKEMA MAKES NO OTHER WARRANTY OF ANY KIND IN CONNECTION WITH THE REDISTRIBUTION SERVICE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EVEN IF THAT PURPOSE IS KNOWN TO ARKEMA. ANY INFORMATION OR ASSISTANCE THAT ARKEMA MAY FURNISH TO BUYER OR OWNER IS GRATUITOUS AND WILL IN NO WAY BE DEEMED PART OF THE PROVISION OF REDISTRIBUTION SERVICE HEREUNDER. ARKEMA MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND IN CONNECTION WITH THE CONDITION OF THE REDISTRIBUTED PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EVEN IF THAT PURPOSE IS KNOWN TO ARKEMA, NOR DOES ARKEMA MAKE ANY REPRESENTATION OR WARRANTY THAT REDISTRIBUTED PRODUCT IS SUITABLE FOR ANY USE IN ANY CAPACITY.**
6. In consideration of the Redistribution Service provided by Arkema, Buyer, on behalf of itself and its officers, directors, employees, agents, and parent, subsidiary and affiliated companies, and such companies' and Buyer's respective successors and assigns, and all others claiming by, through or on behalf of any of the foregoing (collectively "Releasors"), hereby releases and discharges Arkema, and its officers, directors, employees, agents, and parent, subsidiary and affiliated companies, and all such companies' and Arkema's respective successors and assigns (collectively, "Releasees" and each, individually, "Releasee"), from, and waives and covenants not to sue any Releasee in connection with, any and all Claims which Releasors have had, may have or may in the future have against Releasees arising out of or related to the condition of the Redistribution Service or the Redistributed Product or its use in any capacity.
7. Buyer must fully indemnify, defend and hold harmless Releasees from and against any and all Claims (including without limitation Claims of Owner and Owner's and Buyer's customers and end-users) imposed on, incurred by or asserted against any Releasee arising out of or related to the Redistribution Service or the Redistributed Product or its use in any capacity. The waiver, release, and obligations to indemnify, hold harmless and defend in this paragraph are binding on the assigns, successors, heirs, executors, and administrators of Buyer and other Releasors and will be enforceable by Arkema and other Releasees and their respective assigns, successors, heirs, executors, and administrators. Buyer's obligations to indemnify, defend and hold harmless Releasees under this contract shall include but not be limited to Claims under all environmental laws and regulations, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Resource Conservation and Recovery Act (RCRA) and their state and local counterparts as they may be amended from time to time, arising out of or related to 1) an act or omission of Buyer or Owner and/or any of their respective employees, contractors or invitees which causes or contributes to harm or damage to the environment or natural resources, at or from the Site or activities of Buyer or Owner and/or any of their respective employees, contractors or invitees; 2) violation of any federal, state or local law or regulation by Buyer or Owner and/or any of their respective employees, contractors or invitees; or 3) preexisting environmental conditions on, from or under the Site.
8. Except for when Redistributed Product is in Arkema's possession, Buyer retains full responsibility and liability for compliance with federal, state and local laws, rules and regulations relating to Redistributed Product, including without limitation those governing unloading, discharge, storage, handling, use, disposal and/or resale thereof.
9. Sections 4 through 9, inclusive of these Redistribution Service Standard Terms and Conditions will survive the expiration or termination of this contract.

**October 2022**

**ODORANT STORAGE TANK LEASE STANDARD TERMS AND CONDITIONS**

1. Capitalized terms used, but not defined, in these Odorant Storage Tank Lease Standard Terms and Conditions have the meanings set forth in the main body of the contract or the Standard Terms and Conditions.
2. For odorant storage tank leasing, Arkema leases one or more odorant storage tanks that conform to American Society of Mechanical Engineers ("ASME") Boiler and Pressure Vessel Code Section VIII, Division 1 or cylinders that are certified by the Department of Transportation (each a "Leased Tank") to Buyer for a period not to exceed the number of consecutive days set forth in the SOW commencing on the date of delivery of the Leased Tank to the Site (the "Lease Term"), to be used for temporary storage of Arkema's liquefied petroleum gas or natural gas odorant product ("Arkema Product") or other odorant specifically agreed to by Arkema in advance and in writing, all as more fully set forth in these terms and conditions. If the Arkema Product is transferred into or out of the Leased Tank(s) by anyone other than Arkema, Arkema shall have no liability, and Buyer waives all claims, for any matter related to quality of such redistributed product.
3. Buyer shall fully indemnify, defend and hold the Arkema Parties harmless from and against any and all Claims that Arkema may incur or be required to pay to any third party (including without limitation any employee of Buyer or Owner, regardless of whether such employee is barred under applicable law from claiming against Buyer or Owner, as applicable) that are caused or contributed to by any act or omission of Buyer or Owner. Buyer's obligations to indemnify, defend and hold harmless Arkema Parties under this contract shall include but not be limited to Claims under all environmental laws and regulations, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Resource Conservation and Recovery Act (RCRA) and their state and local counterparts as they may be amended from time to time, arising out of or related to 1) an act or omission of Buyer or Owner, and/or any of their employees, contractors or invitees which causes or contributes to harm or damage to the environment or natural resources, at or from the Site or activities of Buyer or Owner, and/or any of their employees, contractors or its invitees; 2) violation of any federal, state or local law or regulation by Buyer or Owner, and/or any of their employees, contractors or invitees; 3) Arkema's refillable or returnable cylinders once transferred by Arkema to Owner's possession or when in transit being shipped from Site back to Arkema; or 4) preexisting environmental conditions on, from or under Owner's property. Buyer's obligations to indemnify, defend and hold harmless Arkema Parties include, but are not limited to, Claims that may arise from or in connection with any of the following: (a) the loss of or damage to the Leased Tanks following delivery to the Site and prior to removal from the Site by Arkema, due to any and all perils or casualty including, without limitation, flood and earthquake; (b) death of or injury to any person or damage to the personal property or real property of any person as a result of, in whole or in part, the use or condition of the Leased Tanks following delivery to the Site and prior to removal from the Site by Arkema; (c) any act or omission of Buyer or Owner, and/or their employees, contractors or any third party in violation of any applicable laws and regulations or this contract; (d) use, possession or abandonment of the Leased Tanks following delivery to the Site and prior to removal from the Site by Arkema; (e) any damage to Leased Tanks and/or personal or real property incurred following delivery of Leased Tanks to the Site and prior to removal of Leased Tanks from the Site by Arkema.
4. Each Leased Tank is and will remain the exclusive property of Arkema at all times and is only leased to Buyer. **ARKEMA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF ANY KIND, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.**
5. Buyer must not allow Leased Tanks to be stacked, and Buyer must ensure that Leased Tanks are stored in a secure place to prevent any inappropriate usage or tampering. Buyer must ensure that no material is put inside the Leased Tanks other than Arkema's product as supplied by Arkema. If Buyer has Arkema's express prior written permission to refill a Leased Tank, Buyer may refill a Leased Tank but solely in compliance with the immediately preceding sentence, and Buyer must not fill the cylinder past the level indicated by Arkema (refer to Technical Data Sheet for densities). Buyer must ensure that recommended practices are followed at all times with respect to Leased Tank use, handling, storage, and transportation as set forth in Arkema's SDS and written instructions provided to Buyer.
6. The Lease Term may only be extended by advance written agreement of the parties; Arkema may, in its sole discretion reject any request by Buyer to renew the Lease Term and Buyer shall return the Leased Tanks in accordance with these terms and conditions. Any mutually agreed upon renewal of the Lease Term ("Renewal") will be on the terms and conditions set forth herein, at a mutually agreeable rental fee. Buyer must ensure that, no later than the end of the Lease Term or Renewal, the Leased Tanks are returned to Arkema in good condition. If any Leased Tank is not returned within the Lease Term or Renewal, a daily demurrage fee will apply until the Leased Tank is returned. Arkema will accept returned Leased Tanks which are empty, or which meet the definition of "RCRA empty" pursuant to federal Resource Conservation and Recovery Act (RCRA) regulations at 40 CFR 261.7, or which contain residual Arkema product which can be reused by Arkema; in the event the Leased Tank is not empty and still contains product, Buyer must reimburse Arkema for a laboratory analysis to determine if such product meets the industry standard specifications for such product in accordance with the American Gas Association standards; if it does not, Buyer may be charged a material destruction fee.
7. Buyer will be solely responsible and must fully reimburse Arkema for any and all damage or loss to the Leased Tank from the time that the Leased Tank is delivered to Site until the Leased Tank is returned to Arkema's carrier. Without limiting the foregoing sentence, if the Leased Tank is returned with damaged connection or valves, Buyer will be charged for replacement spare parts at cost plus a reasonable maintenance fee.
8. Buyer will not move, relocate or in any way modify any Leased Tank or allow any Leased Tank to be moved, relocated or modified in any way, without prior written consent from Arkema.
9. In addition to any other remedy available to Arkema, if any Leased Tank is found to be damaged or contaminated, Arkema, in its sole discretion, may either charge Buyer for the remediation or require Buyer to purchase the Leased Tank at the current market price charged for a similar undamaged and uncontaminated Tank.

10. Arkema may place its name on the Leased Tank, and Buyer will assure that such name is not removed or concealed in whole or in part. Arkema may inspect the Leased Tank at any time, and, if Arkema believes the Leased Tank to be misused, abused or neglected, Arkema may, with written notice, summarily remove and repossess the Leased Tank at Buyer's cost.

11. Buyer will, or will cause Owner to, provide firm and level ground for safe and unobstructed installation for the Leased Tank. Buyer is solely responsible for selecting the site for placement of the Leased Tank and surface and subsurface conditions, including environmental conditions. Arkema assumes no liability and offers no warranty for the fitness or adequacy of the Site.

12. This transaction is a lease as defined by the Uniform Commercial Code and not a sale.

13. Sections 2, 3, 4, 7, 9, 12 and 13 of these Odorant Storage Tank Lease Standard Terms and Conditions will survive the expiration or termination of this contract.

July 2022

**RECOVERY SERVICE STANDARD TERMS AND CONDITIONS**

1. Capitalized terms used, but not defined, in these Recovery Service Standard Terms and Conditions have the meanings set forth in the main body of the contract or the Standard Terms and Conditions.
2. Once Arkema has tested, and confirmed that it is willing to recover the odorant listed in the SOW that Owner desires to discard (the "Recovered Odorant"), Arkema supplies the equipment, tank trucks and technicians to (a) off-load the Recovered Odorant from Owner's odorant storage tanks into appropriate containers, and then (b) transport such Recovered Odorant to a site designated by Arkema for such purposes as Arkema may determine in its sole discretion, all as more fully described in these terms and conditions.
3. Buyer must give Arkema reasonable notice and required information covering Recovery Service, including, but not limited to, providing any information relating to the Recovered Odorant, Owner's odorant storage tanks and related equipment, or Site which would affect the safety, viability, or advisability of the Recovery Service as described in the SOW prior to receiving service. Arkema will have no obligation to provide service for which Buyer has not given such notice and instructions. Arkema will have no obligation to provide Recovery Service for any product not expressly listed in the SOW. Arkema has the status of carrier for hire, under motor carrier number MC-653663. Title to and risk of loss of Recovered Odorant will transfer from Owner to Arkema when Arkema removes the Recovered Odorant from the Site. Arkema takes responsibility for the safe transfer of the Recovered Odorant, subject to the limitations of liability set forth in this contract.
4. Each Recovery Service event will stand as a separate contract, and the failure of any Recovery Service event will not be deemed a breach of the contract as to others.
5. Buyer hereby represents and warrants to Arkema, or will cause Owner to represent and warrant, that: (a) Owner has good title to the Recovered Odorant, free and clear of all liens and encumbrances; (b) the sole content of each tank from which Recovered Odorant is reclaimed is odorant for either liquefied petroleum gas or natural gas; and (c) any and all documentation and certifications issued by Buyer or Owner to Arkema regarding the Site, the Equipment, the Recovered Odorant and the contents of each Tank will be complete and accurate when issued. Arkema hereby warrants to Buyer that the Recovery Service will be provided in a professional and workmanlike manner by technicians who are properly trained to provide such services. **ARKEMA MAKES NO OTHER WARRANTY OF ANY KIND IN CONNECTION WITH THE RECOVERY SERVICE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EVEN IF THAT PURPOSE IS KNOWN TO ARKEMA. ANY INFORMATION OR ASSISTANCE THAT ARKEMA MAY FURNISH TO BUYER OR OWNER IS GRATUITOUS AND WILL IN NO WAY BE DEEMED PART OF THE PROVISION OF RECOVERY SERVICE HEREUNDER.**
6. Buyer shall fully indemnify, defend and hold the Arkema Parties harmless from and against any and all Claims that Arkema may incur or be required to pay to any third party (including without limitation any employee of Buyer or Owner, regardless of whether such employee is barred under applicable law from claiming against Buyer or Owner, as applicable) that are caused or contributed to by any act or omission of Buyer or Owner, including without limitation that portion of Claims also caused or contributed to by the concurrent or joint negligence of Arkema. Buyer's obligations to indemnify, defend and hold harmless Arkema Parties under this contract shall include but not be limited to Claims under all environmental laws and regulations, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Resource Conservation and Recovery Act (RCRA) and their state and local counterparts as they may be amended from time to time, arising out of or related to 1) an act or omission of Buyer or Owner, and/or any of their employees, contractors and/or invitees which causes or contributes to harm or damage to the environment or natural resources, at or from Site or activities of Buyer or Owner, and/or any of their employees, contractors and/or invitees; 2) violation of any federal, state or local law or regulation by Buyer or Owner, and/or any of their employees, contractors and/or invitees; or 3) preexisting environmental conditions on, from or under the Site.
7. Until title to Recovered Odorant passes to Arkema, Buyer retains full responsibility and liability for, and Buyer waives any claims against Arkema for, compliance with federal, state and local laws, rules and regulations relating to the Recovered Odorant being reclaimed hereunder, including without limitation those governing unloading, discharge, storage, handling, use, recycling, disposal and/or resale thereof.
8. Sections 5, 6, 7 and 8 of these Recovery Service Standard Terms and Conditions will survive the expiration or termination of this contract.

June 2022

**RELOCATION SERVICE STANDARD TERMS AND CONDITIONS**

1. Capitalized terms used, but not defined, in these Relocation Service Standard Terms and Conditions have the meanings set forth in the main body of the contract or the Standard Terms and Conditions.
2. The Owner's odorant equipment as (further described in the SOW, "Owner Equipment") must either be DOT-compliant for transportation of product or certified by Arkema as RCRA Empty prior to any Relocation Service. For purposes of the Relocation Service, any product remaining in the Owner Equipment (other than such product permitted by the definition of RCRA Empty) will be considered "Residual Product." Arkema will inspect contents to confirm whether the Owner Equipment is RCRA Empty. If the Owner Equipment is RCRA Empty, Arkema will issue the RCRA Empty certification for the Owner Equipment. If the Owner Equipment is not DOT-compliant for transportation of product and is not RCRA Empty, then prior to moving such Owner Equipment, Arkema will transfer any Residual Product it contains to another appropriate container supplied pursuant to the terms of the SOW at the Site. This transfer will be considered a Redistribution Service under this contract that is subject to the Redistribution Service terms and conditions, and for those purposes, the Residual Product will be considered Redistributed Product (as defined in those terms and conditions). After such transfer, Arkema will inspect the contents to confirm the Owner Equipment is RCRA Empty and issue the RCRA Empty certification for the Owner Equipment.

At no time shall Arkema take title to Residual Product. Arkema has no responsibility for use, storage or disposal of Residual Product or, except while Residual Product is in Arkema's possession, for proper handling or transport of Residual Product. Under no circumstances shall Arkema take title to, or be liable or responsible for, use, handling, storage, transport or disposal of Residual Product that must be discarded as waste.

Buyer shall, or shall cause Owner to, confirm in writing that the sole content of each Tank (as identified in the SOW) is odorant for either liquefied petroleum gas or natural gas and (i) provide Arkema with the last inspection report and any maintenance history for Owner Equipment or (ii) have an inspection performed and provide Arkema with a report issued confirming that no evidence of leaks has been discovered in any Owner Equipment. If Arkema determines that relocating the Owner Equipment is unsafe or otherwise inadvisable, Arkema may, in its sole discretion, (i) refuse to relocate the Owner Equipment or (ii) stop work or delay the Relocation Service until the Site or Owner Equipment can be made ready. If the Arkema Relocation Service is finally not achievable because Buyer or Owner has provided inaccurate or incomplete information, Buyer will pay Arkema's mileage fees, charges for technicians' time and any fees for other services rendered under this contract prior to stopping or delaying work.

3. Buyer must give Arkema reasonable notice and required information covering Relocation Service, including, but not limited to, providing any information relating to the Owner Equipment or Site which would affect the safety, viability, or advisability of the Relocation Service as described in the SOW prior to receiving service. Arkema will have no obligation to provide service for which Buyer has not given such notice and instructions. Arkema will have no obligation to provide Relocation Service for any Owner Equipment not expressly listed in the SOW. Arkema has the status of carrier for hire, under motor carrier number MC-653663. Title to all Owner Equipment relocated hereunder remains with Owner at all times. Except for when Owner Equipment is in Arkema's possession, Owner retains all risk of loss of Owner Equipment. Arkema takes responsibility for the safe transfer of the Owner Equipment, subject to the limitations of liability set forth in this contract.

4. Each Relocation Service event will stand as a separate contract, and the failure of any Relocation Service event will not be deemed a breach of the contract as to others.

5. For each piece of Owner Equipment to be relocated, Buyer hereby represents and warrants to Arkema that: (a) Owner has good title to the Owner Equipment, free and clear of all liens and encumbrances; and (b) any and all documentation and certifications issued by Buyer or Owner to Arkema regarding the Owner Equipment and its contents will be complete and accurate when issued. Arkema hereby warrants to Buyer that the Relocation Service will be provided in a professional and workmanlike manner by technicians who are properly trained to provide such services. **ARKEMA MAKES NO OTHER WARRANTY OF ANY KIND IN CONNECTION WITH THE RELOCATION SERVICE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EVEN IF THAT PURPOSE IS KNOWN TO ARKEMA. ANY INFORMATION OR ASSISTANCE THAT ARKEMA MAY FURNISH TO BUYER OR OWNER IS GRATUITOUS AND WILL IN NO WAY BE DEEMED PART OF THE PROVISION OF RELOCATION SERVICE HEREUNDER.**

6. Buyer shall fully indemnify, defend and hold the Arkema Parties harmless from and against any and all Claims that Arkema may incur or be required to pay to any third party (including without limitation any employee of Buyer or Owner, regardless of whether such employee is barred under applicable law from claiming against Buyer or Owner, as applicable) which are caused or contributed to by any act or omission of Buyer or Owner, including without limitation that portion of Claims also caused or contributed to by the concurrent or joint negligence of Arkema. Buyer's obligations to indemnify, defend and hold harmless Arkema Parties under this contract shall include but not be limited to Claims under all environmental laws and regulations, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Resource Conservation and Recovery Act (RCRA) and their state and local counterparts as they may be amended from time to time, arising out of or related to 1) an act or omission of Buyer or Owner, and/or any of their employees, contractors and/or invitees which causes or contributes to harm or damage to the environment or natural resources, at or from Site or activities of Buyer or Owner, and/or any of their employees, contractors and/or invitees; 2) violation of any federal, state or local law or regulation by Buyer or Owner, and/or any of their employees, contractors and/or invitees; or 3) preexisting environmental conditions on, from or under the Site.

7. Except for when Owner Equipment is in Arkema's possession, Buyer retains full responsibility and liability for compliance with federal, state and local laws, rules and regulations relating to the Owner Equipment being relocated hereunder, including without limitation those governing unloading, discharge, storage, handling, use, recycling, disposal and/or resale thereof.

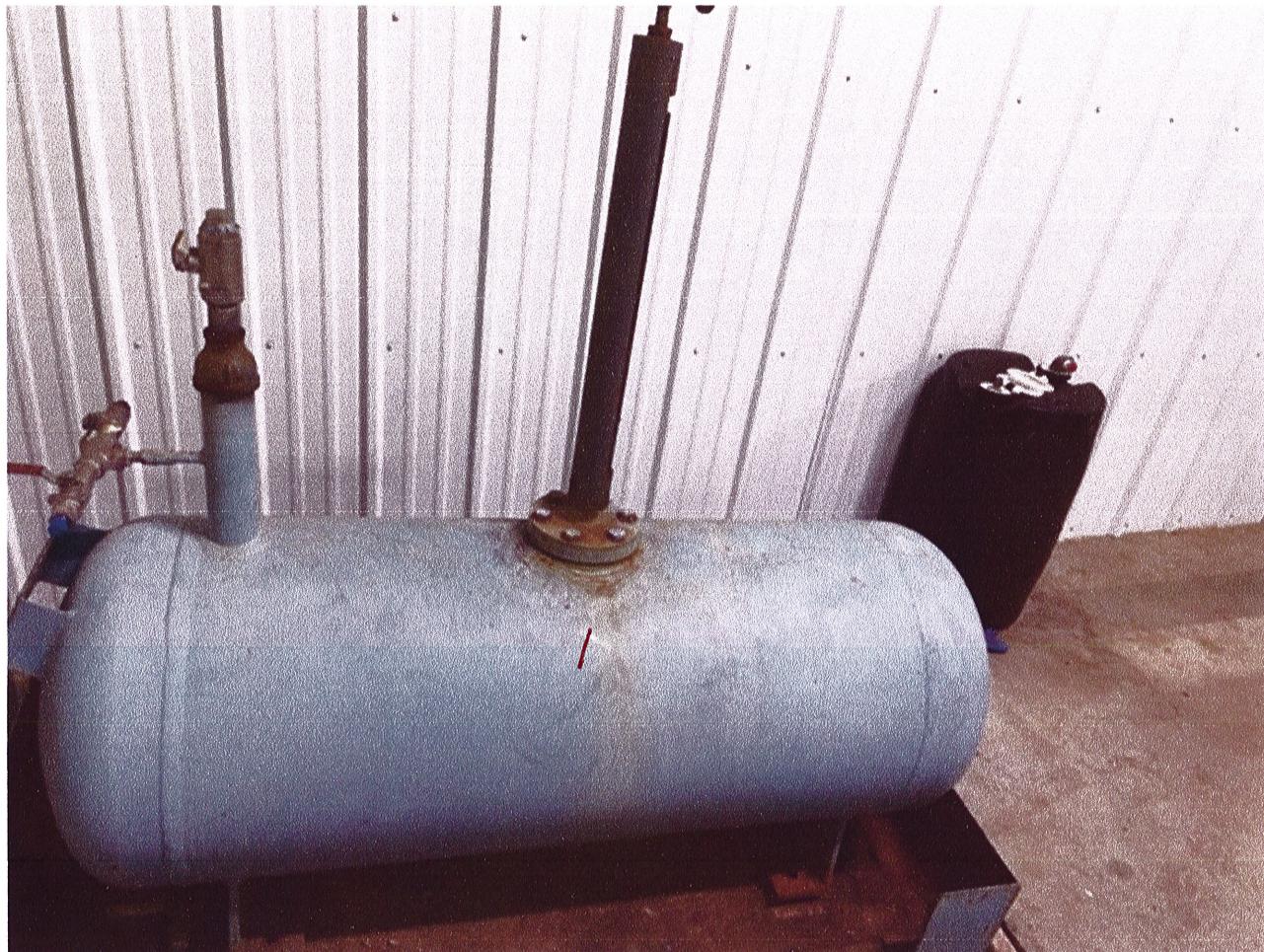
8. Sections 2, 3, 5, 6, 7, and 8 of these Relocation Service Standard Terms and Conditions will survive the expiration or termination of this contract.

June 2022

## Heat Department

---

**From:** Heat Department  
**Sent:** Thursday, January 25, 2024 10:32 AM  
**To:** Heat Department  
**Subject:** Odorant storage tank.



Sent from my iPhone

CONFIDENTIALITY/PRIVACY NOTICE: This message with any attachments is for the designated recipient only. If you have received it in error, please notify the sender via return e-mail and immediately delete the original.

## Heat Department

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**From:** Heat Department  
**Sent:** Thursday, January 25, 2024 10:33 AM  
**To:** Heat Department  
**Subject:** Odorant storage tank.



Sent from my iPhone

CONFIDENTIALITY/PRIVACY NOTICE: This message with any attachments is for the designated recipient only. If you have received it in error, please notify the sender via return e-mail and immediately delete the original.

## Heat Department

---

**From:** Heat Department  
**Sent:** Thursday, January 25, 2024 10:34 AM  
**To:** Heat Department  
**Subject:** Odorant cylinders.



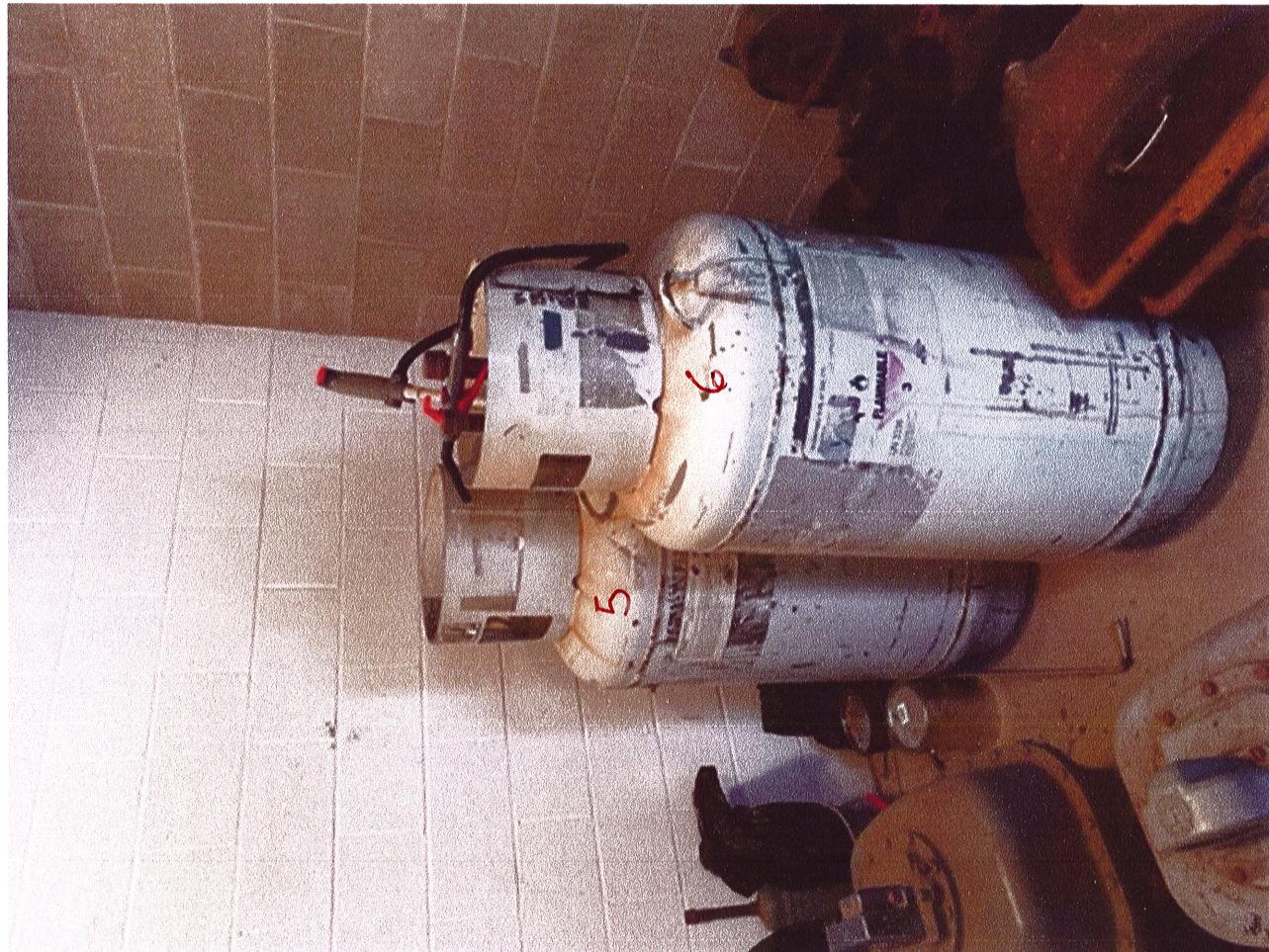
Sent from my iPhone

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## Heat Department

---

**From:** Heat Department  
**Sent:** Thursday, January 25, 2024 10:35 AM  
**To:** Heat Department  
**Subject:** Odorant cylinders.



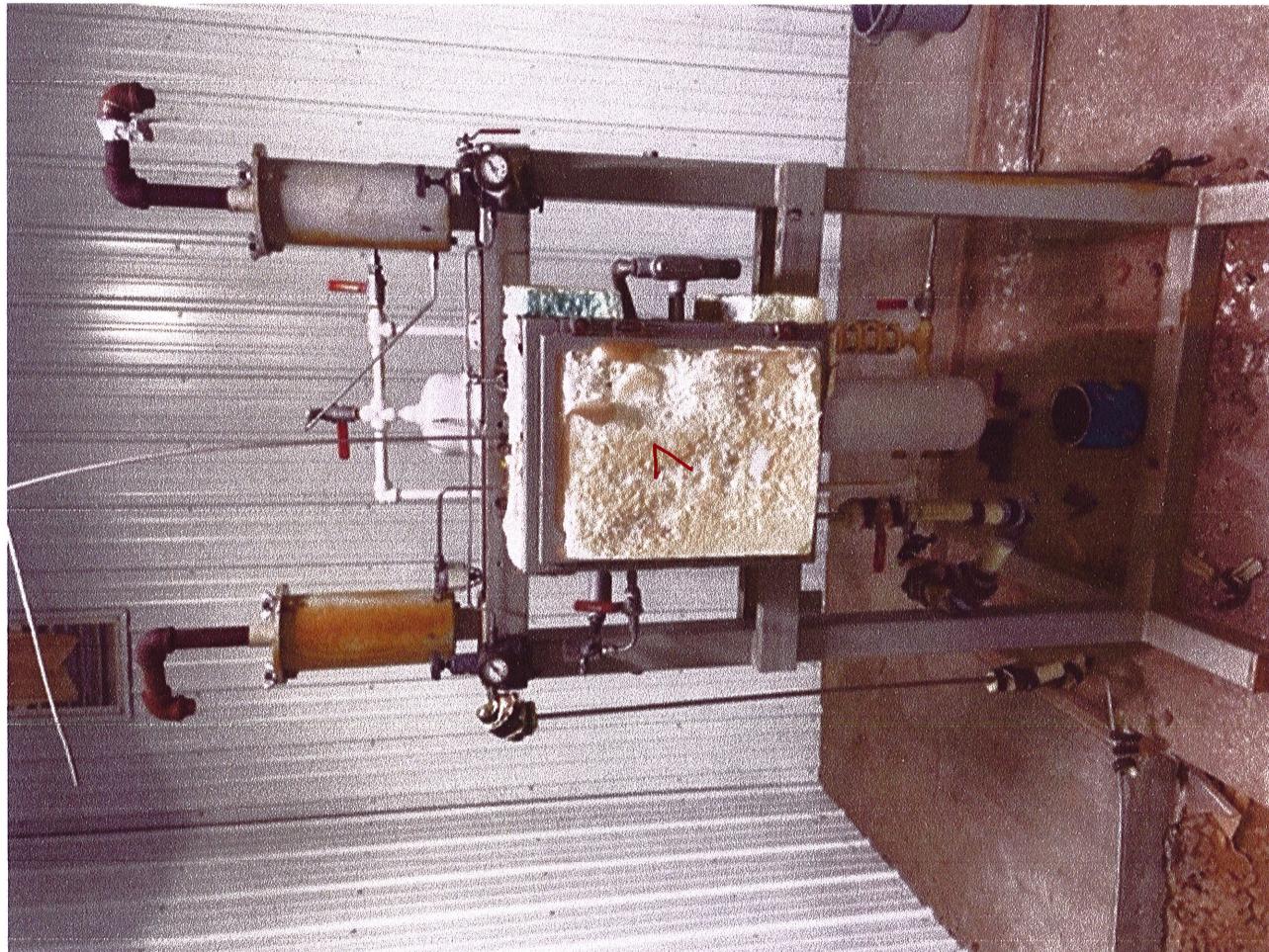
Sent from my iPhone

CONFIDENTIALITY/PRIVACY NOTICE: This message with any attachments is for the designated recipient only. If you have received it in error, please notify the sender via return e-mail and immediately delete the original.

## Heat Department

---

**From:** Heat Department  
**Sent:** Thursday, January 25, 2024 10:33 AM  
**To:** Heat Department  
**Subject:** Decommissioned odorant day tank.



Sent from my iPhone

CONFIDENTIALITY/PRIVACY NOTICE: This message with any attachments is for the designated recipient only. If you have received it in error, please notify the sender via return e-mail and immediately delete the original.

## Heat Department

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**From:** Heat Department  
**Sent:** Thursday, January 25, 2024 10:36 AM  
**To:** Heat Department  
**Subject:** Used odorant scrubber barrel.



Sent from my iPhone

CONFIDENTIALITY/PRIVACY NOTICE: This message with any attachments is for the designated recipient only. If you have received it in error, please notify the sender via return e-mail and immediately delete the original.



Item 6.E



Item 6.E – Approve Hecimovich Mechanical for Supplying 4 expansion joints in the amount of \$61,416.68

April 23<sup>rd</sup>, 2024

Jeff Hart  
Commission Chair  
1902 E. 6<sup>th</sup> Avenue  
Hibbing, MN 55746

RE: Item 6.E – Approve Hecimovich Mechanical for Supplying 4 expansion joints in the amount of \$61,416.68

Dear Commissioners;

For your consideration, Hibbing Public Utilities has received two quotes from Hecimovich Mechanical for supplying four 24" expansion joints for repair of our district heating system. The first quote is from Twin City Hose and is \$80,264.52, lead time of 10 weeks. The second quote is from EFP and is \$61,416.68, lead time of 8 weeks. The recommendation is for the second quote with EFP with the lower cost and shorter lead time.

Please see attachments.

Sincerely;



Luke J. Peterson

# **Bob Hecimovich Mechanical Contracting, Inc.**

11236 Spudville Road  
Hibbing, MN 55746-8253  
office@hecimovich.com

Hibbing: 218.262.2969  
Fax: 218.263.6546

March 26<sup>th</sup>, 2024

Hibbing Public Utilities  
P.O. Box 249  
1832 East 6 Avenue  
Hibbing, Mn 55746

Attn: Paul/Dan  
RE: 7<sup>th</sup> Ave. Highschool 24" Expansion Joints Only

Paul/Dan,

Our price for (4) expansion joints for the above referenced project is \$61,416.68.  
This price is based on EFP 24"expansion joints. Freight will be billed at cost.

Note: There is an 8 week lead time on the expansion joint from the approved purchase order.

If you have any questions please call.

Sincerely,

Tony Hecimovich

# **Bob Hecimovich Mechanical Contracting, Inc.**

11236 Spudville Road  
Hibbing, MN 55746-8253  
office@hecimovich.com

Hibbing: 218.262.2969  
Fax: 218.263.6546

March 26<sup>th</sup> , 2024

Hibbing Public Utilities  
P.O. Box 249  
1832 East 6 Avenue  
Hibbing, Mn 55746

2nd Quote

Attn: Dan/Paul

RE: 7<sup>th</sup> Ave. Highschool 24" Expansion Joints

Dan/Paul,

Our second option, for (4) Expansion joints for the above referenced project is \$80,264.52. This is based on Twin Cities Hose 24"expansion joints.

Note: There is a 10 week lead time on the expansion joint from the approved purchase order.

If you have any questions please call.

Sincerely,

Tony Hecimovich





Item 6.F

Item 6.F



## Item 6.F – Accept Engineering Recommendations and Award Bids for 2024 Watermain Replacement Projects

April 23<sup>rd</sup>, 2024

Jeff Hart  
Commission Chair  
1902 E. 6<sup>th</sup> Avenue  
Hibbing, MN 55746

RE: Item 6.F – Accept Engineering Recommendations and Award Bids for 2024  
Watermain Replacement Projects

Dear Commissioners;

On February 27<sup>th</sup>, the Commission authorized public bids for three water projects for the 2024 watermain replacement.

Today I am recommending award of two of the three projects based on the Engineer's recommendations attached hereto and summarized below:

- 1<sup>st</sup> Avenue in Kelly Lake to Bougalis Inc. in the amount of \$2,009,267 the low bidder
- 41<sup>st</sup> Street to Bougalis Inc. in the amount of \$2,325,091 the sole bidder

TH169 bids are expected to be evaluated and presented to the Commission at the May meeting.

Sincerely;



Luke J. Peterson



April 12, 2024

Hibbing Public Utilities Commission  
Luke Peterson, General Manager  
1902 E. 6<sup>th</sup> Ave  
Hibbing, MN 55746

RE: 2024 Capital Watermain Improvements – Kelly Lake  
Hibbing Public Utilities Commission  
City Project No. 24-001  
BMI Project No. OU1.132264

Dear Mr. Peterson,

Bids were received and opened electronically through QuestCDN via Microsoft Teams on Friday, April 12<sup>th</sup> at 10:00am for the project referenced above. One bid was received, and the result of the bid is tabulated below:

<b>24-002: 2024 Capital Watermain Improvements – Kelly Lake – 1<sup>st</sup> Avenue</b>	
Contractor	Bid Amount
<b>Bougalis, Inc.</b>	<b>\$2,325,091.00</b>
Engineers Estimate	\$2,381,466.50

The low bidder for the project is Bougalis, Inc., from Hibbing, Minnesota. The bid is approximately 2.37% below the Engineer's Estimate. A detailed bid abstract of all the bids and the engineer's estimate is attached for your review.

Based on past performance on similar projects in previous years, it is our opinion that Bougalis, Inc. is qualified to perform the work required under this contract. If deemed financially feasible, we hereby recommend that Bougalis, Inc. be awarded the contract based on the bid contract amount of \$2,325,091.00. Please keep their attached submitted documents for your records.

Sincerely,

**Bolton & Menk, Inc.**

  
**Joshua G. Stier, PE**  
Project Manager

Enclosure

## BID TABULATION



### 2024 Capital Watermain Improvements – 1<sup>st</sup> Avenue (Kelly Lake)

Hibbing Public Utilities Commission

Real People. Real Solutions.

City Project No. 24-001

BMI Project No. 0U1.132264

QuestCDN Project No. 8917661

Bids Taken: April 12 2024

Time: 10:00 a.m.

BIDDERS		AMOUNT BID
1	Bougalis Inc. Hibbing, MN	\$2,325,091.00
	Engineer's Estimate	\$2,381,466.50

# ABSTRACT OF BIDS

2024 Capital Watermain Improvements  
 Kelly Lake- 1st Avenue  
 Hibbing Public Utilities Commission  
 BMI PROJECT NO. 0U1.132264

BID DATE: 4/12/2024

TIME: 10:00 AM

ITEM NO.	MNDOT SPEC NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	Engineer's Estimate Bolton & Menk, Inc.		1 Bougalis, Inc. Hibbing, MN		
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
<b>BASE BID</b>										
1	2021.501	MOBILIZATION		1	LUMP SUM	\$150,000.00	\$150,000.00	\$160,000.00	\$160,000.00	
2	2101.502	CLEARING		28	EACH	\$750.00	\$21,000.00	\$800.00	\$22,400.00	
3	2101.502	GRUBBING		28	EACH	\$750.00	\$21,000.00	\$500.00	\$14,000.00	
4	2101.502	CLEARING & GRUBBING BRUSH		202	SQ YD	\$90.00	\$18,180.00	\$25.00	\$5,050.00	
5	2104.502	REMOVE HYDRANT		4	EACH	\$750.00	\$3,000.00	\$800.00	\$3,200.00	
6	2104.502	REMOVE GATE VALVE & BOX		8	EACH	\$750.00	\$6,000.00	\$400.00	\$3,200.00	
7	2104.502	SALVAGE & REINSTALL MAILBOX		4	EACH	\$750.00	\$3,000.00	\$200.00	\$800.00	
8	2104.502	SALVAGE & REINSTALL SIGN		3	EACH	\$150.00	\$450.00	\$200.00	\$600.00	
9	2104.503	REMOVE WATERMAIN		553	LIN FT	\$8.00	\$4,424.00	\$10.00	\$5,530.00	
10	2104.503	SAWING PAVEMENT (BITUMINOUS & CONCRETE)		2099	LIN FT	\$5.00	\$10,495.00	\$8.00	\$16,792.00	
11	2104.503	SALVAGE & REINSTALL CHAIN LINK FENCE		165	LIN FT	\$75.00	\$12,375.00	\$44.00	\$7,260.00	
12	2104.504	REMOVE PAVEMENT		(1)	2879	SQ YD	\$7.50	\$21,592.50	\$11.00	\$31,669.00
13	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT			34	SQ YD	\$30.00	\$1,020.00	\$30.00	\$1,020.00
14	2104.518	REMOVE CONCRETE SIDEWALK			342	SQ FT	\$6.00	\$2,052.00	\$3.00	\$1,026.00
15	2105.601	DEWATERING		1	LUMP SUM	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	
16	2106.507	EXCAVATION - COMMON		(2)	2400	CU YD	\$25.00	\$60,000.00	\$25.00	\$60,000.00
17	2106.507	EXCAVATION - SUBGRADE		(2)(3)	600	CU YD	\$30.00	\$18,000.00	\$25.00	\$15,000.00
18	2106.507	STABILIZING AGGREGATE (CV)		(2)(3)	600	CU YD	\$45.00	\$27,000.00	\$50.00	\$30,000.00
19	2106.507	EXCAVATION- ROCK		(4)	129	CU YD	\$125.00	\$16,125.00	\$300.00	\$38,700.00
20	2106.602	EXPLORATORY EXCAVATION - POTHOLE UTILITIES			38	EACH	\$1,250.00	\$47,500.00	\$1,000.00	\$38,000.00
21	2106.610	EXCAVATION EXPLORATORY		(4)	20	HOUR	\$1,100.00	\$22,000.00	\$350.00	\$7,000.00
22	2108.504	GEOTEXTILE FABRIC TYPE 7			2879	SQ YD	\$5.00	\$14,395.00	\$4.00	\$11,516.00
23	2118.507	AGGREGATE SURFACING (CV) CLASS 1			70	CU YD	\$60.00	\$4,200.00	\$80.00	\$5,600.00
24	2123.510	3.0 CU YD SHOVEL		(4)	24	HOUR	\$300.00	\$7,200.00	\$225.00	\$5,400.00

# ABSTRACT OF BIDS

2024 Capital Watermain Improvements  
 Kelly Lake- 1st Avenue  
 Hibbing Public Utilities Commission  
 BMI PROJECT NO. 0U1.132264

BID DATE: 4/12/2024

TIME: 10:00 AM

ITEM NO.	MNDOT SPEC NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	Engineer's Estimate Bolton & Menk, Inc.		1 Bougalis, Inc. Hibbing, MN	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
25	2123.510	COMMON LABORERS	(4)	60	HOUR	\$125.00	\$7,500.00	\$115.00	\$6,900.00
26	2123.510	MOTOR GRADER	(4)	24	HOUR	\$225.00	\$5,400.00	\$200.00	\$4,800.00
27	2123.610	SKID LOADER	(4)	24	HOUR	\$175.00	\$4,200.00	\$165.00	\$3,960.00
28	2131.606	MAGNESIUM CHLORIDE SOLUTION	(4)	25860	GAL	\$2.25	\$58,185.00	\$1.55	\$40,083.00
29	2211.507	AGGREGATE BASE (CV) CLASS 5		960	CU YD	\$48.00	\$46,080.00	\$45.00	\$43,200.00
30	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)		259	TON	\$135.00	\$34,965.00	\$125.00	\$32,375.00
31	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (2,B)		777	TON	\$135.00	\$104,895.00	\$125.00	\$97,125.00
32	2503.602	SEWER PIPE CROSSING	(P)	5	EACH	\$2,500.00	\$12,500.00	\$3,000.00	\$15,000.00
33	2504.601	TEMPORARY WATER SERVICE		42	EACH	\$1,500.00	\$63,000.00	\$2,400.00	\$100,800.00
34	2504.601	TRENCHLESS PITS		1	LUMP SUM	\$50,000.00	\$50,000.00	\$56,000.00	\$56,000.00
35	2504.601	WATERMAIN TRACING SYSTEM		1	LUMP SUM	\$35,000.00	\$35,000.00	\$21,000.00	\$21,000.00
36	2504.602	BOULDER ALLOWANCE (6-24" DIAMETER)		20	EACH	\$1,500.00	\$30,000.00	\$500.00	\$10,000.00
37	2504.602	BOULDER ALLOWANCE (25-48" DIAMETER)		10	EACH	\$2,500.00	\$25,000.00	\$2,500.00	\$25,000.00
38	2504.602	BOULDER ALLOWANCE (49-72" DIAMETER)	(5)	5	EACH	\$8,000.00	\$40,000.00	\$5,000.00	\$25,000.00
39	2504.602	1" CORPORATION STOP & SADDLE		42	EACH	\$1,000.00	\$42,000.00	\$1,100.00	\$46,200.00
40	2504.602	1.5" CORPORATION STOP & SADDLE		1	EACH	\$1,500.00	\$1,500.00	\$1,600.00	\$1,600.00
41	2504.602	1" CURB STOP & BOX		42	EACH	\$1,000.00	\$42,000.00	\$1,000.00	\$42,000.00
42	2504.602	1.5" CURB STOP & BOX		1	EACH	\$1,200.00	\$1,200.00	\$1,400.00	\$1,400.00
43	2504.602	6" GATE VALVE & BOX		9	EACH	\$3,500.00	\$31,500.00	\$3,500.00	\$31,500.00
44	2504.602	8" GATE VALVE & BOX		12	EACH	\$5,000.00	\$60,000.00	\$6,000.00	\$72,000.00
45	2504.602	10" GATE VALVE & BOX		1	EACH	\$6,500.00	\$6,500.00	\$6,000.00	\$6,000.00
46	2504.602	CONNECT TO EXISTING WATER MAIN		6	EACH	\$2,500.00	\$15,000.00	\$3,600.00	\$21,600.00
47	2504.602	HYDRANT		9	EACH	\$9,500.00	\$85,500.00	\$8,500.00	\$76,500.00
48	2504.603	1" TYPE PE PIPE (CURB STOP TO FOUNDATION)	(2)	525	LIN FT	\$75.00	\$39,375.00	\$75.00	\$39,375.00
49	2504.603	1" TYPE PE PIPE (MAIN TO CURB STOP)		1163	LIN FT	\$50.00	\$58,150.00	\$100.00	\$116,300.00

# ABSTRACT OF BIDS

2024 Capital Watermain Improvements  
 Kelly Lake- 1st Avenue  
 Hibbing Public Utilities Commission  
 BMI PROJECT NO. 0U1.132264

BID DATE: 4/12/2024

TIME: 10:00 AM

ITEM NO.	MNDOT SPEC NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	Engineer's Estimate Bolton & Menk, Inc.		1 Bougalis, Inc. Hibbing, MN	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
50	2504.603	1.0" TYPE PE PIPE TRENCHLESS		223	LIN FT	\$55.00	\$12,265.00	\$60.00	\$13,380.00
51	2504.603	1.5" TYPE PE PIPE TRENCHLESS		509	LIN FT	\$65.00	\$33,085.00	\$60.00	\$30,540.00
52	2504.603	4" PVC WATERMAIN		10	LIN FT	\$100.00	\$1,000.00	\$200.00	\$2,000.00
53	2504.603	6" PVC WATERMAIN		87	LIN FT	\$100.00	\$8,700.00	\$120.00	\$10,440.00
54	2504.603	8" HDPE WATERMAIN		871	LIN FT	\$100.00	\$87,100.00	\$90.00	\$78,390.00
55	2504.603	8" HDPE WATERMAIN (TRENCHLESS)		2765	LIN FT	\$120.00	\$331,800.00	\$95.00	\$262,675.00
56	2504.603	10" PVC WATERMAIN		30	LIN FT	\$120.00	\$3,600.00	\$200.00	\$6,000.00
57	2504.604	4" POLYSTYRENE INSULATION		100	SQ YD	\$70.00	\$7,000.00	\$60.00	\$6,000.00
58	2504.608	WATERMAIN FITTINGS		2105	POUND	\$25.00	\$52,625.00	\$25.00	\$52,625.00
59	2506.502	ADJUST FRAME & RING CASTING		1	EACH	\$1,500.00	\$1,500.00	\$650.00	\$650.00
60	2521.518	4" CONCRETE WALK		351	SQ FT	\$12.00	\$4,212.00	\$12.00	\$4,212.00
61	2531.504	7" CONCRETE DRIVEWAY PAVEMENT		34	SQ YD	\$100.00	\$3,400.00	\$130.00	\$4,420.00
62	2540.602	PREFABRICATED RAMP (FOR TEMPORARY WATER)- ROADWAY		6	EACH	\$1,500.00	\$9,000.00	\$1,000.00	\$6,000.00
63	2554.602	GUIDE POST TYPE SPECIAL		6	EACH	\$550.00	\$3,300.00	\$250.00	\$1,500.00
64	2557.503	WIRE FENCE DESIGN 60-9322		200	LIN FT	\$75.00	\$15,000.00	\$60.00	\$12,000.00
65	2563.601	TRAFFIC CONTROL		1	LUMP SUM	\$35,000.00	\$35,000.00	\$20,000.00	\$20,000.00
66	2573.501	STABILIZED CONSTRUCTION EXIT		1	LUMP SUM	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00
67	2573.501	STORM DRAIN INLET PROTECTION		1	LUMP SUM	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00
68	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER		542	LIN FT	\$6.00	\$3,252.00	\$6.00	\$3,252.00
69	2573.503	SILT FENCE, TYPE MS		300	LIN FT	\$4.50	\$1,350.00	\$7.00	\$2,100.00
70	2574.507	COMMON TOPSOIL BORROW (LV)		277	CU YD	\$35.00	\$9,695.00	\$50.00	\$13,850.00
71	2574.508	FERTILIZER TYPE 3		155	POUND	\$3.00	\$465.00	\$6.00	\$930.00
72	2575.504	SEEDING		2491	SQ YD	\$3.00	\$7,473.00	\$2.00	\$4,982.00
73	2575.508	HYDRAULIC MULCH MATERIAL		1801	POUND	\$3.00	\$5,403.00	\$4.00	\$7,204.00
74	2575.508	MNDOT SEED MIX 25-131		129	POUND	\$7.00	\$903.00	\$20.00	\$2,580.00

# ABSTRACT OF BIDS

2024 Capital Watermain Improvements  
Kelly Lake- 1st Avenue  
Hibbing Public Utilities Commission  
BMI PROJECT NO. 0U1.132264

BID DATE: 4/12/2024  
TIME: 10:00 AM

ITEM NO.	MNDOT SPEC NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	Engineer's Estimate Bolton & Menk, Inc.		1 Bougalis, Inc. Hibbing, MN	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
75	2582.503	4" SOLID LINE PAINT		1605	LIN FT	\$2.00	\$3,210.00	\$2.00	\$3,210.00
76	2582.503	4" BROKEN LINE PAINT		1085	LIN FT	\$2.00	\$2,170.00	\$2.00	\$2,170.00
77		CONSTRUCTION ALLOWANCE		100000	UNIT	\$1.00	\$100,000.00	\$1.00	\$100,000.00
78		WATER SERVICE ALLOWANCE		100000	UNIT	\$1.00	\$100,000.00	\$1.00	\$100,000.00
79		HORIZONTAL DIRECTIONAL DRILL CREW DOWNTIME ALLOWANCE		120000	UNIT	\$1.00	\$120,000.00	\$1.00	\$120,000.00
TOTAL BID							\$2,381,466.50		\$2,325,091.00



Real People. Real Solutions.

301 E Howard Street  
Suite 26  
Hibbing, MN 55746

Phone: (218) 231-0018  
Bolton-Menk.com

April 11, 2024

Hibbing Public Utilities Commission  
Luke Peterson, General Manager  
1902 E. 6<sup>th</sup> Ave  
Hibbing, MN 55746

RE: 2024 Capital Watermain Improvements – 41<sup>st</sup> Street  
Hibbing Public Utilities Commission  
City Project No. 24-002  
BMI Project No. 0U1.132265

Dear Mr. Peterson,

Bids were received and opened electronically through QuestCDN on Microsoft Teams on Thursday, April 11<sup>th</sup> at 10:00am for the project referenced above. Two (2) bids were received, and the results of the bids are tabulated below:

<b>24-002: 2024 Capital Watermain Improvements – 41<sup>st</sup> Street</b>	
<b>Contractor</b>	<b>Bid Amount</b>
<b>Bougalis Inc.</b>	<b>\$2,009,267.00</b>
Fer-Pal Construction	\$2,189,888.00
Engineers Estimate	\$2,141,168.00

The low bidder for the project is Bougalis, Inc., from Hibbing, Minnesota. The low bid is approximately 6.16% below the Engineer's Estimate and the next lowest bid is approximately 8.99% over the low bid. A detailed bid abstract of all the bids and the engineer's estimate is attached for your review.

Based on past performance on similar projects in previous years, it is our opinion that Bougalis, Inc. is qualified to perform the work required under this contract. If deemed financially feasible, we hereby recommend that Bougalis, Inc. be awarded the contract based on the bid contract amount of \$2,009,267.00. Please keep their attached submitted documents for your records and return all others to their respective bidders.

Sincerely,

**Bolton & Menk, Inc.**

A handwritten signature in blue ink, appearing to read 'Joshua G. Stier, PE'.

**Joshua G. Stier, PE**  
Project Manager

Enclosure

## BID TABULATION

### 2024 Capital Watermain Improvements 41<sup>st</sup> Street Hibbing Public Utilities Commission

Owner Project No. 24-002

BMI Project No. 0U1.132265

QuestCDN Project No. 8992863



Real People. Real Solutions.

Bids Taken: April 11, 2024

Time: 10:00 a.m.

BIDDERS	ADDENDUM ACKNOWLEDGED	AMOUNT BID
1 Bougalis Inc. Hibbing, MN	YES	\$2,009,267.00
2 Fer-Pal Construction USA LLC Taylor, MI	YES	\$2,189,888.00
Engineer's Estimate		\$2,141,168.00

## ABSTRACT OF BIDS

2024 Capital Watermain Improvements  
41st Street  
Hibbing Public Utilities Commission

BMI PROJECT NO. 0U1.132265  
HPU NO. 24-002

BID DATE: 4/11/2024  
TIME: 10:00 AM

ITEM NO.	MNDOT SPEC NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	Engineer's Estimate Bolton & Menk, Inc.		1 Bougalis, Inc. Hibbing, MN		2 Fer-Pal Construction USA LLC Elgin, IL	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>BASE BID</b>											
1	2021.501	MOBILIZATION		1	LUMP SUM	\$195,000.00	\$195,000.00	\$217,550.00	\$217,550.00	\$185,880.00	\$185,880.00
2	2101.502	CLEARING		11	EACH	\$750.00	\$8,250.00	\$800.00	\$8,800.00	\$900.00	\$9,900.00
3	2101.502	GRUBBING		11	EACH	\$750.00	\$8,250.00	\$400.00	\$4,400.00	\$500.00	\$5,500.00
4	2101.502	CLEARING & GRUBBING BRUSH		93	EACH	\$100.00	\$9,300.00	\$150.00	\$13,950.00	\$200.00	\$18,600.00
5	2104.502	REMOVE HYDRANT		5	EACH	\$750.00	\$3,750.00	\$700.00	\$3,500.00	\$800.00	\$4,000.00
6	2104.502	REMOVE GATE VALVE & BOX		3	EACH	\$750.00	\$2,250.00	\$400.00	\$1,200.00	\$500.00	\$1,500.00
7	2104.502	SALVAGE & REINSTALL MAILBOX		2	EACH	\$750.00	\$1,500.00	\$200.00	\$400.00	\$300.00	\$600.00
8	2104.502	SALVAGE & REINSTALL SIGN		2	EACH	\$125.00	\$250.00	\$400.00	\$800.00	\$500.00	\$1,000.00
9	2104.503	SALVAGE & REINSTALL FENCE		25	LIN FT	\$100.00	\$2,500.00	\$100.00	\$2,500.00	\$110.00	\$2,750.00
10	2104.503	REMOVE WATERMAIN		552	LIN FT	\$8.00	\$4,416.00	\$9.00	\$4,968.00	\$10.00	\$5,520.00
11	2104.503	SAWING PAVEMENT (BITUMINOUS & CONCRETE)		398	LIN FT	\$5.00	\$1,990.00	\$5.00	\$1,990.00	\$6.00	\$2,388.00
12	2104.504	REMOVE PAVEMENT	(1)	1135	SQ YD	\$11.00	\$12,485.00	\$9.00	\$10,215.00	\$10.00	\$11,350.00
13	2105.601	DEWATERING		1	LUMP SUM	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
14	2106.507	EXCAVATION - COMMON	(P)	950	CU YD	\$25.00	\$23,750.00	\$24.00	\$22,800.00	\$25.00	\$23,750.00
15	2106.507	EXCAVATION - SUBGRADE	(2)(3)	240	CU YD	\$30.00	\$7,200.00	\$24.00	\$5,760.00	\$25.00	\$6,000.00
16	2106.507	STABILIZING AGGREGATE (CV)	(2)(3)	240	CU YD	\$45.00	\$10,800.00	\$45.00	\$10,800.00	\$50.00	\$12,000.00
17	2106.602	EXPLORATORY EXCAVATION - POTHOLE UTILITES		31	EACH	\$1,250.00	\$38,750.00	\$800.00	\$24,800.00	\$900.00	\$27,900.00
18	2106.610	EXCAVATION EXPLORATORY	(4)	20	HOUR	\$1,100.00	\$22,000.00	\$350.00	\$7,000.00	\$400.00	\$8,000.00
19	2108.504	GEOTEXTILE FABRIC TYPE 7		1135	SQ YD	\$5.00	\$5,675.00	\$4.00	\$4,540.00	\$5.00	\$5,675.00
20	2118.507	AGGREGATE SURFACING (CV) CLASS 1		75	CU YD	\$60.00	\$4,500.00	\$80.00	\$6,000.00	\$90.00	\$6,750.00
21	2123.510	3.0 CU YD SHOVEL	(4)	20	HOUR	\$300.00	\$6,000.00	\$225.00	\$4,500.00	\$250.00	\$5,000.00
22	2123.510	COMMON LABORERS	(4)	20	HOUR	\$125.00	\$2,500.00	\$115.00	\$2,300.00	\$125.00	\$2,500.00
23	2123.610	SKID LOADER	(4)	20	HOUR	\$225.00	\$4,500.00	\$165.00	\$3,300.00	\$175.00	\$3,500.00
24	2211.507	AGGREGATE BASE (CV) CLASS 5		380	CU YD	\$48.00	\$18,240.00	\$44.00	\$16,720.00	\$48.00	\$18,240.00

## ABSTRACT OF BIDS

2024 Capital Watermain Improvements  
41st Street  
Hibbing Public Utilities Commission

BMI PROJECT NO. 0U1.132265  
HPU NO. 24-002

BID DATE: 4/11/2024  
TIME: 10:00 AM

ITEM NO.	MNDOT SPEC NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	Engineer's Estimate Bolton & Menk, Inc.		1 Bougalis, Inc. Hibbing, MN		2 Fer-Pal Construction USA LLC Elgin, IL	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
25	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)		140	TON	\$135.00	\$18,900.00	\$127.00	\$17,780.00	\$135.00	\$18,900.00
26	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (2,B)		280	TON	\$135.00	\$37,800.00	\$127.00	\$35,560.00	\$135.00	\$37,800.00
27	2503.602	SEWER PIPE CROSSING		6	EACH	\$2,500.00	\$15,000.00	\$3,000.00	\$18,000.00	\$3,500.00	\$21,000.00
28	2504.601	TEMPORARY WATER SERVICE		58	EACH	\$1,500.00	\$87,000.00	\$2,477.00	\$143,666.00	\$2,230.00	\$129,340.00
29	2504.601	TRENCHLESS PITS		1	LUMP SUM	\$100,000.00	\$100,000.00	\$25,000.00	\$25,000.00	\$132,400.00	\$132,400.00
30	2504.601	WATERMAIN TRACING SYSTEM		1	LUMP SUM	\$7,500.00	\$7,500.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
31	2504.602	ROBOTICALLY REINSTATE $\leq$ 1" WATER SERVICE		40	EACH	\$1,050.00	\$42,000.00	\$500.00	\$20,000.00	\$650.00	\$26,000.00
32	2504.602	REINSTATE $\leq$ 1" WATER SERVICE		4	EACH	\$1,250.00	\$5,000.00	\$3,000.00	\$12,000.00	\$3,500.00	\$14,000.00
33	2504.602	REINSTATE > 1" WATER SERVICE		4	EACH	\$2,000.00	\$8,000.00	\$3,000.00	\$12,000.00	\$3,500.00	\$14,000.00
34	2504.602	1" CORPORATION STOP & SADDLE		4	EACH	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,500.00	\$6,000.00
35	2504.602	1.5" CORPORATION STOP & SADDLE		2	EACH	\$1,500.00	\$3,000.00	\$1,600.00	\$3,200.00	\$2,000.00	\$4,000.00
36	2504.602	2" CORPORATION STOP & SADDLE		2	EACH	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$3,000.00	\$6,000.00
37	2504.602	6" GATE VALVE & BOX		13	EACH	\$4,500.00	\$58,500.00	\$3,500.00	\$45,500.00	\$4,000.00	\$52,000.00
38	2504.602	8" GATE VALVE & BOX		10	EACH	\$5,000.00	\$50,000.00	\$4,200.00	\$42,000.00	\$4,500.00	\$45,000.00
39	2504.602	18" GATE VALVE & BOX		2	EACH	\$18,000.00	\$36,000.00	\$38,000.00	\$76,000.00	\$45,000.00	\$90,000.00
40	2504.602	CONNECT TO EXISTING WATER MAIN		7	EACH	\$3,000.00	\$21,000.00	\$3,300.00	\$23,100.00	\$3,800.00	\$26,600.00
41	2505.602	CONNECT TO EXISTING 30" WATER MAIN		2	EACH	\$20,000.00	\$40,000.00	\$12,000.00	\$24,000.00	\$15,000.00	\$30,000.00
42	2504.602	HYDRANT		9	EACH	\$9,000.00	\$81,000.00	\$8,000.00	\$72,000.00	\$11,000.00	\$99,000.00
43	2504.603	HYDRANT RISER		20	LIN FT	\$550.00	\$11,000.00	\$1,600.00	\$32,000.00	\$1,650.00	\$33,000.00
44	2504.603	1" TYPE PE PIPE (CURB STOP TO FOUNDATION)	(2)	500	LIN FT	\$75.00	\$37,500.00	\$60.00	\$30,000.00	\$65.00	\$32,500.00
45	2504.603	1" TYPE PE PIPE (MAIN TO CURB STOP)		40	LIN FT	\$75.00	\$3,000.00	\$100.00	\$4,000.00	\$110.00	\$4,400.00
46	2504.603	1.5" TYPE PE PIPE (MAIN TO CURB STOP)		20	LIN FT	\$85.00	\$1,700.00	\$140.00	\$2,800.00	\$145.00	\$2,900.00
47	2504.603	2" TYPE PE PIPE (MAIN TO CURB STOP)		20	LIN FT	\$105.00	\$2,100.00	\$140.00	\$2,800.00	\$145.00	\$2,900.00
48	2504.603	6" WATERMAIN		108	LIN FT	\$100.00	\$10,800.00	\$120.00	\$12,960.00	\$125.00	\$13,500.00
49	2504.603	8" WATERMAIN		378	LIN FT	\$110.00	\$41,580.00	\$120.00	\$45,360.00	\$125.00	\$47,250.00

## ABSTRACT OF BIDS

2024 Capital Watermain Improvements  
41st Street  
Hibbing Public Utilities Commission

BMI PROJECT NO. 0U1.132265  
HPU NO. 24-002

BID DATE: 4/11/2024  
TIME: 10:00 AM

ITEM NO.	MNDOT SPEC NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	Engineer's Estimate Bolton & Menk, Inc.		1 Bougalis, Inc. Hibbing, MN		2 Fer-Pal Construction USA LLC Elgin, IL	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
50	2504.603	8" CIPP PRESSURE RATED LINER (CLEANING & CCTV INCIDENTAL)		4739	LIN FT	\$140.00	\$663,460.00	\$126.00	\$597,114.00	\$120.00	\$568,680.00
51	2504.603	18" WATERMAIN		77	LIN FT	\$275.00	\$21,175.00	\$220.00	\$16,940.00	\$235.00	\$18,095.00
52	2504.603	30" WATERMAIN		10	LIN FT	\$400.00	\$4,000.00	\$800.00	\$8,000.00	\$850.00	\$8,500.00
53	2504.604	4" POLYSTYRENE INSULATION		200	SQ YD	\$70.00	\$14,000.00	\$65.00	\$13,000.00	\$70.00	\$14,000.00
54	2504.608	WATERMAIN FITTINGS		6122	POUND	\$25.00	\$153,050.00	\$24.00	\$146,928.00	\$25.00	\$153,050.00
55	2506.502	ADJUST FRAME & RING CASTING		2	EACH	\$1,500.00	\$3,000.00	\$600.00	\$1,200.00	\$650.00	\$1,300.00
56	2540.602	PREFABRICATED RAMP (FOR TEMPORARY WATER)- ROADWAY		10	EACH	\$1,500.00	\$15,000.00	\$1,000.00	\$10,000.00	\$500.00	\$5,000.00
57	2554.602	GUIDE POST TYPE SPECIAL		6	EACH	\$550.00	\$3,300.00	\$200.00	\$1,200.00	\$225.00	\$1,350.00
58	2563.601	TRAFFIC CONTROL		1	LUMP SUM	\$15,000.00	\$15,000.00	\$9,000.00	\$9,000.00	\$35,000.00	\$35,000.00
59	2573.501	STABILIZED CONSTRUCTION EXIT		1	LUMP SUM	\$5,000.00	\$5,000.00	\$3,200.00	\$3,200.00	\$7,555.00	\$7,555.00
60	2573.501	STORM DRAIN INLET PROTECTION		1	LUMP SUM	\$4,500.00	\$4,500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
61	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER		500	LIN FT	\$6.00	\$3,000.00	\$6.00	\$3,000.00	\$7.00	\$3,500.00
62	2574.507	COMMON TOPSOIL BORROW (LV)		110	CU YD	\$35.00	\$3,850.00	\$50.00	\$5,500.00	\$55.00	\$6,050.00
63	2574.508	FERTILIZER TYPE 3		62	POUND	\$3.00	\$186.00	\$6.00	\$372.00	\$7.00	\$434.00
64	2575.504	SEEDING		977	SQ YD	\$3.00	\$2,931.00	\$2.00	\$1,954.00	\$3.00	\$2,931.00
65	2575.508	HYDRAULIC MULCH MATERIAL		710	POUND	\$3.00	\$2,130.00	\$4.00	\$2,840.00	\$5.00	\$3,550.00
66	2575.508	MNDOT SEED MIX 25-131		50	POUND	\$7.00	\$350.00	\$20.00	\$1,000.00	\$22.00	\$1,100.00
67		CONSTRUCITON ALLOWANCE		50000	UNIT	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00
68		WATER SERVICE ALLOWANCE		40000	UNIT	\$1.00	\$40,000.00	\$1.00	\$40,000.00	\$1.00	\$40,000.00
TOTAL AMOUNT BID:							\$2,141,168.00		\$2,009,267.00		\$2,189,888.00



Item 6.G



Item 6.G – Approve Bolton & Menk Inc. for 2024 Watermain Replacement Project Construction Engineering in the amount not to exceed \$488,000

April 23<sup>rd</sup>, 2024

Jeff Hart  
Commission Chair  
1902 E. 6<sup>th</sup> Avenue  
Hibbing, MN 55746

RE: Item 6.G – Approve Bolton & Menk Inc. for 2024 Watermain Replacement Project Construction Engineering in the amount not to exceed \$488,000

Dear Commissioners;

Please find attached from Bolton & Menk an amended scope of services regarding the 2024 Capital Watermain Improvement Projects. Under this amended scope of work, Bolton & Menk will be providing Construction Administration, Field Staking, Construction Observation Support, Project Close Out, and Public Engagement Services in continued oversight of HPU's 2024 Watermain Projects.

Sincerely;



Luke J. Peterson



Real People. Real Solutions.

301 E Howard Street  
Suite 26  
Hibbing, MN 55746

Phone: (218) 231-0018  
Bolton-Menk.com

Via Email

April 09, 2024

Mr. Luke Peterson, General Manager  
Hibbing Public Utilities Commission  
1902 E. 6<sup>th</sup> Ave.  
Hibbing, MN 55746

Re: 2024 Capital Improvement Projects – Construction Engineering Services

Dear Mr. Peterson,

On behalf of Bolton & Menk, Inc., we thank you for the opportunity to present this amended scope and fee letter to provide construction engineering services to the Hibbing Public Utilities (HPU) Commission's 2024 Capital Watermain Improvement Projects. Specifically:

- 24-001: 1<sup>st</sup> Avenue, Lake Drive to 5<sup>th</sup> Street Watermain Project
- 24-002: 41<sup>st</sup> Avenue, 12<sup>th</sup> Avenue E to 19<sup>th</sup> Avenue E Watermain Project
- 24-003: TH 169 Distribution Line Watermain Project, 23<sup>rd</sup> to 25<sup>th</sup> Street

Bids are expected to be received on April 11<sup>th</sup> and 12<sup>th</sup> for project 24-002 and 24-001, respectively and 24-003 is anticipated to open May 2<sup>nd</sup>, 2024. This amended scope includes providing project administration through construction, construction surveying, onsite inspection of work, quality tracking, pay application development, public engagement services, and project closeout.

We appreciate the opportunity to continue serving HPU and value the great working relationship we have with staff and the commission. The enclosed scope of services presents our approach to delivering these capital improvement projects for the HPU. Please feel free to contact me with any questions or comments regarding the services proposed herein at [Joshua.stier@bolton-menk.com](mailto:Joshua.stier@bolton-menk.com) or (218) 491-9434.

Sincerely,  
**Bolton & Menk, Inc.**

A blue ink signature of Joshua G. Stier, P.E. It is a cursive, flowing script that is somewhat abstract but clearly represents the name.

**Joshua G. Stier, P.E.**  
Principal Engineer

Enclosure: Scope of Services

## SCOPE OF SERVICES

Bolton & Menk, Inc. will complete the following scope of work:

### Task 1: Construction Services

#### Subtask 1.1 Construction Administration

Bolton & Menk will perform construction administration for the 2024 Capital Watermain Improvement Projects. Our project manager will perform the following construction administration responsibilities:

- Attend preconstruction meeting
- Perform on-site review pertaining to work and progress as needed
- Attend weekly progress meetings
- Prepare change orders and written directives
- Review shop drawings, material lists, and suppliers
- Review and approve pay requests
- Review certified payrolls
- Facilitate CDBG reimbursement
- Provide monthly progress updates for Commission meetings

**Deliverables:** Copies of meeting notes, change orders, directives, shop drawings, materials lists, supplier's lists, and pay requests.

#### Subtask 1.2 Field Staking

Bolton & Menk will complete necessary field staking to facilitate construction. Our survey crews will complete construction staking on the following features:

- Vertical Control
- Construction limits
- Grading
- Proposed Watermain System
- Curb and gutter
- Miscellaneous infrastructure features

**Deliverables:** Field stakes

#### Subtask 1.3 Construction Observation Support

Bolton & Menk will provide the necessary staff to serve as construction project representatives (CPR) to assist the project manager with construction administration and perform daily observation of the contractor's work. The CPRs will be on-site full time throughout all stages of construction to observe and review the quality of work. Our proposed CPRs are experienced performing construction observation on similar projects and will perform the following tasks:

- Provide day-to-day construction observation and coordination between contractor, HPUC, city, and affected businesses and property owners
- Lead service line replacement documentation and coordination
- Maintain daily construction logs including daily notes and quantity tracking
- Prepare monthly pay requests
- Document construction of proposed utilities including collection of GPS shots on proposed utility network

**Deliverables:** Inspection notes, photos, and other field records, GIS data, Copy of any punch list items.

## Subtask 4.4 Project Closeout

Bolton & Menk will perform a project close-out walkthrough on all the 2024 Capital Watermain Improvement Projects. We will develop a punch list of items to be completed by the Contractor prior to closing of the contract. We will develop drawings documenting the “as-built” conditions for the Commission’s records and future use. We will combine a record plan survey and all field information collected by the CPR, contractor, and subcontractors for use in preparing record drawings.

**Deliverables:** The record drawings will be provided to the city for review. Upon approval by the city, the final drawings will be provided in electronic (Adobe PDF) format for printing (if necessary) and archiving. One 11"x17" final hardcopy set will also be provided.

## Subtask 4.5 Meetings and Public Involvement

Bolton & Menk will work with HPU staff on the public involvement and host informational meetings to identify prior to construction to engage adjacent property owners and stakeholders. It is anticipated that these meetings would be in person and include the development of notification and meeting materials. We will host a project website that details project progress, schedule, and anticipated outages associated with the project. Our team will implement a project notification subscription box on the project website. This tool allows the public to sign up for either email or text message updates similar to data hosted on the project website.

**Deliverables:** 2 separate onsite neighborhood meetings, meeting materials, project website, notification toolbox

## FEES

Bolton & Menk, Inc.’s proposed fees to provide the described work will be billed hourly based on the enclosed fee schedule with the total estimated cost to be:

Scope of Services Rates					
Task	Task Name	HPUC Project Number			Total Cost
		24-001	24-002	24-003	
		Kelly Lake	41st Street	TH 169	
1.1	Construction Administration	\$41,000.00	\$29,000.00	\$23,000.00	\$93,000.00
1.2	Field Staking	\$8,000.00	\$5,000.00	\$5,000.00	\$18,000.00
1.3	Construction Observation	\$125,000.00	\$120,000.00	\$80,000.00	\$325,000.00
1.4	Project Closeout	\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00
1.5	Public Engagement	\$5,000.00	\$5,000.00	\$2,000.00	\$12,000.00
Bolton & Menk (Hourly, Estimated)					\$463,000.00
Material Testing (Braun Intertec)					\$25,000.00
<b>Total Estimated Fee (Hourly, Estimated)</b>					<b>\$488,000.00</b>



Item 7.A

Item 7.B



Item 7.A – Approve Hiring of Samantha Adams for Assistant Utility Engineer

April 23<sup>rd</sup>, 2024

Jeff Hart  
Commission Chair  
1902 E. 6<sup>th</sup> Avenue  
Hibbing, MN 55746

RE: Item 7.A – Approve Hiring of Samantha Adams for Assistant Utility Engineer

Dear Commissioners;

I am pleased to provide this recommendation for approval of the Hiring of Samantha Adams for the Assistant Utility Engineer Position with an annual salary of \$79,040. Samantha is the most qualified internal candidate and has years of experience in managing utility distribution and service design projects and holds an Associate's Degree in Electric Power Technology Line Design and Construction.

Some of the highlighted projects and experience that Ms. Adams holds is focused on project management, customer service, joint use and pole attachments, asset management, GIS and Land Use.

We look forward to Samantha taking over supervisory responsibility for the Line Crew in this new expanded role.

Sincerely;



Luke J. Peterson

## Hibbing Public Utilities

### Position Description

<b>Title</b>	Assistant Utility Engineer
<b>Classification</b>	Exempt
<b>Department</b>	Engineering

**Supervisor:** Utility Engineer

**Supervisory Responsibility:** None

**Work Environment:** Occasionally in vicinity of high voltage electricity, occasionally exposed to heavy equipment machinery and other equipment with moving parts and loud noise, potential exposure to hazardous chemicals, occasionally exposed to extreme weather / temperature conditions, travels to job sites and occasionally exposed to vehicle traffic while working near roads.

**Equipment:** Drafting board and instruments, networked computer system, portable computer systems, CAD software, GIS software, copier and plotter devices, surveying & GPS instruments, locating instruments, metering and measurement instruments, staking devices, hand tools, telephone and mobile phone, and service truck

**Technology:** Engineering software, Microsoft Office

**Work Hours:** 5 day work week, 8 hour shifts. Flexible work arrangement available after 6 months of employment

**Overview:** Assists the Utility Engineer in all aspects of engineering design and planning for the HPUC distribution systems and power plant.

### Duties:

#### ENGINEERING

- Provides engineering support to staff and external stakeholders on HPUC electric, water and heat distribution systems and power plant
- Provides direction in planning, evaluating, and designing projects assigned by the Utility Engineer or other management staff
- Interfaces with management and engineering staff to support Capital and O&M projects
- Maintains a library of construction standards based off OSHA standards, federal and other safety code requirements and is responsible for recommending new and modified standards to be approved by a licensed professional engineer.
- Creates estimates, manages project budgets and schedules. Creates material lists and assists in procuring material for capital projects.

- Leads the engineering department in research and planning for equipment reliability, new technology for system performance and engineering programs, processes, and initiatives to improve workflow.

**Other Duties:**

This position is responsible for high level of independence working on project planning and coordination assigned by the Utility Engineer related to Vegetation Management, Distributed Energy Resources, Joint Use, Maximo and GIS

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Other duties may be assigned.

**Required Experience & Education:**

Associates degree in engineering, project management or equivalent  
1 or more years Utility Engineering or Project Management experience.

**Preferred Experience:**

5 or more years Utility Engineering or Project Management experience.  
A Professional Engineering Certificate is preferred.





Item 7.B

Item 7.B I



Item 7.B – Approve Hiring of Travis Marsh for Accounting Coordinator Position

April 23<sup>rd</sup>, 2024

Jeff Hart  
Commission Chair  
1902 E. 6<sup>th</sup> Avenue  
Hibbing, MN 55746

RE: Item 7.B – Approve Hiring of Travis Marsh for Accounting Coordinator Position

Dear Commissioners;

After reviewing several resumes and interviewing the top finalists, we recommend hiring Travis Marsh for the open Accounting Coordinator Position. Travis meets the roles qualifications and rose above the other candidates for his past performance in his role, his dedication to Hibbing, and his analysis and collaboration skills.

Therefore, it is our recommendation to hire Travis with the starting annual salary of \$65,000.

Sincerely;



Luke J. Peterson

## Hibbing Public Utilities Position Description

**Title** Accounting Coordinator Exempt  
**Classification** Administration  
**Department**

**Date of last evaluation**

**Points Total**

**Commission Approved**

**Supervisor:** Finance and Customer Service Supervisor

**Supervisory Responsibility:** None

**Work Environment:** Indoor, controlled office setting, outdoor work near office building entrances.

**Overview:** This position primary job functions include planning and coordinating accounting programs and confidential activities of the Hibbing Public Utilities Commission, assisting general ledger accounting, accounts payable oversight, banking and assists in treasury functions. This position may assist with the functions of the payroll, human resources and benefits administrator for employee benefits; policy and procedures for human resources programs including union contract negotiations, workers' compensation procedures, employee personnel files, hiring and on-boarding new employees and participating in off-boarding employees.

### **Duties:**

#### **FINANCIAL**

**Manages Accounts Payable** - Processes accounts payable to ensure timely and accurately vendor payments and reporting

- Monitors vendor terms and due dates and determines invoice payment dates
- Performs accounts payable invoice entry and issues vendor checks
- Processes vendor payments via wire transfer and ACH
- Maintains all vendor records in Caselle software and maintains Accounts Payable files
- Requests information from vendors and maintains vendor W9 files;
- Prepares, verifies and processes 1099's and sends them to the vendors
- Reviews travel reimbursement forms for compliance with HPU policies
- Maintains HPU credit card holder records and verifies and reconciles HPU credit card statements
- Manages Unclaimed Property process and reports to State of Minnesota
- Prepares accounts payable worksheets for external annual audit

**Banking and General Ledger** – maintain cash management and posts to the general ledger

- Monitors HPU bank account balances daily
- Processes bank funds transfers as needed between bank accounts
- Updates daily cash, NSF and direct pay files to General Ledger
- Created systems to ensure no cash overdrafts in bank accounts
- Prepares and posts journal entries for funds transfers, bank reconciliation, automatic payments and customer payment adjustments, etc.
- Maintains cash flow spreadsheet
- Prepares and performs monthly bank reconciliation process

- Reconciles accounting modules to general ledger, resolves discrepancies and suggests changes to cash receipting procedures (Utility Billing, AEOA, Meter Deposits, Accounts Receivable Cash Clearing and Merchandise Billing, Utility Cash Clearing and Inventory accounts)
- Develops Report writing in Caselle software
- Sends W9's as requested
- Prepares cash management worksheets for external annual audit
- Understands the customer service cash receipting systems which impact cash management.

**PAYROLL** – Ensures payroll is processed accurately and timely including but not limited to:

**Processes biweekly payroll**

- Reviews and processes timesheets
- Performs pay entry and verifies payroll calculations and benefit reporting
- Completes online deferred compensation and PERA contribution reporting
- Researches, verifies, and reports electronically s PERA and Child Support payment EFT's
- Researches and computes wage garnishment calculations based on legal requirements
- Prepares and processes employee checks/direct deposit vouchers and transmittal vendor checks
- Prepares and processes direct deposit ACH files
- Processes required cash management for payroll including transfers funds to Payroll bank account and prepares and posts corresponding GL journal entry
- Prepares biweekly Federal and State withholding deposits according to federal and state law
- Ensures compliance with Social Security/Medicare and PERA withholding regulations
- Maintains all employee data in Caselle and updates employee records as needed
- Creates and maintains all pay, deduction, and benefit codes, as well as transmittal vendors in Caselle
- Develops report writing in Caselle software
- Recommends solutions to issues and works with Civic Systems staff to resolve problems and to tailor set-up to HPU policies
- Research, develops, and assists with financial analysis for contract negotiations
- Completes personnel action documents
- Creates and maintains all HPU payroll-related forms and employee handouts
- Monitors employee and employer total deferred compensation contributions
- Prepares payroll worksheets for annual external audit

**Completes payroll reporting** – responsible for and ensures bi-weekly payroll timely and reporting accurately

- Prepares and files quarterly Federal and State Withholding reports
- Prepares and files quarterly Minnesota Unemployment Insurance Reporting
- Prepares and files monthly Department of Labor employment reporting
- Prepares and files PERA Annual Exclusion Report
- Prepares and files Minnesota Department of Employee Relations Pay Equity reports
- Prepares, verifies and processes all year-end payroll processing including W2's and 1099's
- Provides verifications of employment and year-to-date earnings statements

**HUMAN RESOURCES** – performs human resources programs for the HPUC, supporting the General Manager and Utility Resource Manager in confidential human resources matters; including but not limited to:

**Assists with job application process and files** – ensures job applications are in compliance with human resources best practices in the government and HPUC policies

- Receives job applications and corresponds with applicants
- Coordinates Internal Job Posting process ensuring compliance with union contract and HPUC policies
- Places employment advertisement in print and online

- Coordinates the interview process and participates in interviews
- Processes background checks
- Schedules pre-employment physicals and receives results

**Assists with employee benefits program** – ensures the on-boarding of new employees

- Meets with employees, explains HPUC benefits, and enrolls employees in health, life, dental and LTD insurances
- Assists with open enrollment for health insurance
- Maintains and updates insurance records as necessary
- Reviews and approves insurance premium invoices for payment
- Answers employee benefits questions, sends claims data to Flexible Benefits, and assists employees with claims processing problems
- Manages employee HSA/VEBA accounts
- Completes paperwork for employee, retiree, and dependent death claims
- Ensures employees receive information of COBRA rights
- Maintains COBRA participant and retiree premium participation records
- Completes Employer Statements for long-term disability and waiver of premium applications and manages claims including providing earnings to LTD carrier and monitors LTD benefits payment for accuracy
- Complies with HIPAA (Health Insurance Portability and Accountability Act) regulations
- Provides employment and earnings information as requested by PERA
- Prepares FMLA documentation and tracks FMLA usage
- Prepare employee benefit worksheets for external annual audit.

**Human Resources, Payroll, and Benefits Records management (bargaining unit and management)**

- Maintains personnel files, including disciplinary correspondence and discipline removal
- Maintains employee medical testing, sick leave and benefits files
- Maintains employee payroll and leave files
- Maintains all retiree files
- Compliance with government data privacy rules

**Other Duties:**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Other duties may be assigned.

**Required Education and Experience**

- Minimum of five years of experience in accounting, payroll and benefits accounting, or human resources procedures; knowledge of human resources regulations
- Experience in all aspects of payroll processing required and employee benefits
- Proficiency in Excel and Word programs required

**Preferred Education and Experience**

- Four-year degree in Accounting or Human Resources

**Additional Eligibility Qualifications**

- Ability to organize work and make appropriate decisions
- Must be able to effectively communicate with individuals at all levels, both inside and outside the Utility.

**Minimum qualifications**

- Class D Driver License

**Physical Requirements**

- 50% sitting, 25% standing, 25% walking, lifting up to 25 lbs

**Safety**

Responsible for compliance with all OSHA, Utility, and regulatory agency safety regulations and requirements, as applicable to the duties of the job.

**Signatures**

This job description has been approved by all levels of management.

General Manager

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Signature

Date

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee

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Signature

Date





Item 7.C

Item 7.C



Item 7.C – Approve Hiring of Ryan Horn & Cody Inthihar for open Biomass Technician positions

April 23<sup>rd</sup>, 2024

Jeff Hart  
Commission Chair  
1902 E. 6<sup>th</sup> Avenue  
Hibbing, MN 55746

RE: Item 7.B – Approve Hiring of Ryan Horn & Cody Inthihar for open Biomass Technician positions

Dear Commissioners;

HPU Staff was able to interview a strong field of applicants for the two vacant Biomass positions. Ryan Horn and Cody Inthihar were the top qualified applicants from and HPU staff would like to recommend them to the Commission for hiring.

Sincerely;



Luke J. Peterson





Item 7.A

Item 7.A



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Item 7.D – Approve Change to 2024 Summer Student program to include Apprentice Lineman Internship

April 23<sup>rd</sup>, 2024

Jeff Hart  
Commission Chair  
1902 E. 6<sup>th</sup> Avenue  
Hibbing, MN 55746

RE: Item 7.D – Approve Change to 2024 Summer Student program to include Apprentice Lineman Internship

Dear Commissioners;

I would like to offer a recommendation that in lieu of recruiting a summer worker groundsman for the line crew this year, we instead recruit for a 1000 hour internship on the line crew for a fully qualified Step 1 lineman that has completed at minimum a certificate lineman program and has obtained their Class A drivers license.

Although a groundsman offers a supporting role in power line construction, repairs and maintenance they are not fully qualified to work inside the minimum approach distance at a job site and would not be able to be bucket trained to work in the Supply Zone on overhead distribution as well. That only leaves job site prep and clean up, framing poles, installing ground rods and prepping equipment for loading as some of the examples of tasks that a groundsman would be able to assist with.

The 1000-hour internship allows us to recruit a lineman that could be trained to assist the crew with all aspects of power line construction, repairs and maintenance. Additionally, with the class A driver's license, they would also be able to operate all job site equipment and trucks. Daily tasks for our line crew include working on energized feeders, working in substations, climbing poles and working in the supply zone, inspecting and repairing power lines and equipment and responding to emergencies. All would require at minimum 3 qualified electrical workers on the job site.

HPU's line crew currently is experiencing a staffing shortage and likely will continue through the summer months, which is our busiest part of the construction season. By moving the groundsman position to a 1000-hour internship we would be able to avoid having to restrict crew members from taking earned time off and also having to continue to work more standby and weekends due to what hopefully will be resolved as far as staffing levels in the later part of the year. Although a step 1 apprentice would not be able to work independently, it is an additional crew member that can do most journey level tasks with another qualified electrical worker present at the job site. This will ensure faster response times and a safer job site for the crew.

In the past, HPU offered a 1000-hour internship and it was a great way to train up a newly graduated lineman. When a vacancy occurred, that apprentice was able to become a full-time regular employee at HPU and they were already trained and familiar with HPU's system and the city of Hibbing.

Although it is difficult to be sure that there will be a need for a permanent position in the future on HPU's line crew this year, I believe that should that occur this 1000-hour internship would be preparing us much better for that transition than a groundsman which typically is not a lineman school graduate but instead a student who will be returning to line school for at least another year.

Sincerely;

A handwritten signature in black ink that reads "Luke J. Peterson". The signature is fluid and cursive, with "Luke" on the first line and "J. Peterson" on the second line.

Luke J. Peterson