



# Commission Regular Session

SEPTEMBER 24<sup>TH</sup>, 2024



## Commission Meeting Agenda September 24<sup>th</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	—
Customer Ser. & Finance J. Zallar	—	Admin & Comm E. Dixon	—
Electrical Operations S. Adams	—	Local 94 President Rich Kampsula	—

### 1. CALL TO ORDER

### 2. ADDS/DELETES

### 3. APPROVAL OF MINUTES: August 27<sup>th</sup>

### 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 August 22<sup>nd</sup> – September 18<sup>th</sup>
- B. Approve the payroll paid & overtime report for the September 5<sup>th</sup> & 19<sup>th</sup>, 2024 pay date
- C. Accept Notice of Retirement: Mark Reger, Meter Technician Leader
- D. Accept Resignation of Penny Pelosi, Facility & Safety Coordinator
- E. Request for Contribution: Historic Barn Quilt Trail in the amount of \$500
- F. Request for Contribution: Hibbing Girls Swim Club in the amount of \$500
- G. Request for Contribution: Hibbing-Chisholm Bluejacket Hockey in the amount of \$500
- H. Request for Contribution: Greyhound Bus Museum Anniversary & Fundraiser in the amount of \$300
- I. Request for Contribution: Hibbing-Chisholm Youth Hockey Assoc. in the amount of \$250
- J. Acknowledge Statements filed by HPU with Minnesota PUC regarding "Carbon-Free 2040" Legislation

### 6. FINANCIALS & RISK MANAGEMENT

- A. Approve August 2024 Interim Financials
- B. Approve Call for 2-year Service Contracts as listed;
  - i. Pipefitting (plant only) 24-06
  - ii. Pipefitting (heat crew/external) 24-07
  - iii. Millwright 24-08
  - iv. Boilermaker 24-09
  - v. Vacuum Services 24-10
  - vi. High-Temp Insulation 24-11
  - vii. Electrical Low Voltage 24-12
  - viii. Gravel 24-13
  - ix. Water Treatment Chemicals 24-14
  - x. Snowplowing 24-15
  - xi. HVAC 24-16
  - xii. Asbestos Removal 24-17
  - xiii. Water Testing 24-18
  - xiv. Dig Restoration 24-19
  - xv. Truck/Backhoe 24-20

## FINANCIALS & RISK MANAGEMENT (CONT.)

- C. Authorize Request for Bids for Project 24-21: Boiler Blowdown System Construction
- D. Authorize Proposal 24-03 TG #6 Major Inspection Change Order-01 for parts and materials in the amount of \$75,000
- E. Approve Wesco for Substation Project Fuse Mounts and Fuses in the Amount of \$33,339
- F. Approve Border States for Substation Voltage Regulator Platforms in the Amount of \$41,916.15
- G. Approve Purchase of 2024 Digger Derrick Line Truck from Sourcewell in the amount of \$474,144.65
- H. Approve Abdo for RFP 24-04: Compensation and Classification Study in the amount of \$47,000
- I. Accept Proposal from Ohman Industries for 24-05:TG #3 Rotor Repair in the amount of \$189,300

## 7. POLICY & GOVERNANCE

- A. Update on the Superintendent of Electrical and Instrumentation Position
- B. Approve Posting for Apprentice Lineman
- C. Declare Vacancy and Approve Posting of a Human Resources Coordinator

## 8. OLD BUSINESS

## 9. NEW BUSINESS

## 10. ADJOURNMENT





Item 3 – Approval of Minutes:  
August 27<sup>th</sup>, 2024

Item 3 – Approval of Minutes :August 27<sup>th</sup>, 2024

September 24<sup>th</sup>, 2024

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

RE: Item 3 – Approval of Minutes: August 24<sup>th</sup>, 2024

Dear Commissioners;

Please find attached for your approval draft minutes from the Commission Meetings on August 27<sup>th</sup>.

Sincerely;



Luke J. Peterson

# **MINUTES OF THE PROCEEDINGS**

## **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 August 27<sup>th</sup>, 2024. Meeting held at Hibbing City Hall, 401 E. 21<sup>st</sup> St., Hibbing MN. Chair Hart called the meeting to order at 5:00 p.m. In attendance were Chair Hart, Commissioner Bayliss, Commissioner Babich, Commissioner Stokes, Commissioner Sandstede, Legal Counsel, Andy Borland; General Manager Luke Peterson, Manager of Power Supply Electrical Operations Director Samantha Adams, Finance & Customer Service Supervisor Jill Zallar, and Customer Programs & Communication Specialist Eliot Dixon. Also in attendance were, Baker Tilly Rep. Russ Hissom, Bolton & Menk Rep. Dean Helstrom ,HPAT Reps. Ron Wirkula, Caleb Hill, and Kivana Hill; & HPU Employees Rich Kampsula and Mark Reger.

### **Item 2. ADDS/DELETES –**

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

Motion by Commissioner Sandstede, supported by Commissioner Stokes, to approve the regular meeting minutes of July 23<sup>rd</sup> & August 14<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 July 18<sup>th</sup> – August 21<sup>st</sup>, 2024
- Item 5.B.** Approve the payroll paid & overtime report for the July 25<sup>th</sup>, August 8<sup>th</sup>, and August 22<sup>nd</sup>, 2024 pay dates.
- Item 5.C.** Approve Resolution 24-09: Authorizing Hibbing Public Utilities to Make Application to and Accept Funds from Iron Range Resources and Rehabilitation Board Public Works Program
- Item 5.D.** Approve Resolution 24-10: Authorizing Hibbing Public Utilities to Make Application to and Accept Funds from IRRR Revenue Bonds Issued per Minnesota Laws 2024, Chapter 127, Article 69, Section 15-16
- Item 5.E.** Approve Request for Contribution: North St. Louis county Habitat for humanity for in-kind contribution of install services
- Item 5.F.** Approve Request for Contribution: Mesaba Concert Association in the amount of \$500

Commissioner Bayliss requested Item 5.A be pulled from the consent agenda for discussion.

Motion by Commissioner Sandstede, Supported by Commissioner Stokes, to approve Consent Agenda items 5.B., 5.C., 5.D., 5.E., & 5.F. 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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Commissioner Bayliss requested additional information on items listed in invoice register. HPU General Manager Luke Peterson, context for listed items.

Motion by Commissioner Bayliss, Supported by Chair Hart to approve item 5.A as presented.

Motion carried unanimously.

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

#### **Item 6.A.** Approve July 2024 Financials

Motion by Commissioner Bayliss, Supported by Commissioner Stokes, to Approve June 2024 Financials

Motion carried unanimously.

#### **Item 6.B.** Ansley & 1st Ave. Substation Project – Related Bids & Quotes

##### **Item 6.B.i** Approve RESCO Quote for a Single Phase Padmount Distribution Transformer Order in the Amount of \$32,492.30

Motion by Chair Hart, Supported by Commissioner Babich, to Approve RESCO Quote for a Single Phase Padmount Transformer in the amount of \$32,492.30

Motion carried unanimously.

##### **Item 6.B.ii** Award PB 24-03 Substation Dirt, Excavation, and Foundation Work to Lakehead Constructors in the Amount of \$261,800

Motion by Commissioner Stokes, Supported by Commissioner Sandstede, to Award PB 24-03 to Lakehead Constructors in the amount of \$261,800.

Motion carried unanimously.

##### **Item 6.B.iii** Approve Amptek for Electrical Work at the Ansley location in the amount of \$110,110

Motion by Commissioner Bayliss, Supported by Commissioner Babich, to Approve Amptek for Electrical Work at the Ansley location in the amount of \$110,110.

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.B.iv Approve Amptek for electrical work at the 1<sup>st</sup> Ave. location in the amount of \$150,120

Motion by Commissioner Sandstede, Supported by Commissioner Stokes, to Approve Amptek for electrical work at the 1<sup>st</sup> Ave. location in the amount of \$150,120

Motion carried unanimously.

Item 6.B.v Approve Schweitzer Engineering Laboratories for intelligent substation in the amount of \$28,920.21

Motion by Commissioner Stokes, Supported by Commissioner Babich, to Approve Schweitzer Engineering Laboratories for intelligent substation in the amount of \$28,920.21

Motion carried unanimously.

Item 6.B.vi Approve Lake States Construction, LLC for Line Work at project sites in the amount of \$126,692.50

Motion by Commissioner Sandstede, Supported by Commissioner Stokes, to Approve Lake States Construction, LLC for Line Work at project sites in the amount of \$126,692.50

Motion carried unanimously.

**Item 6.C.** 2024 HREC Capital Projects – Related Proposals & Quotes

Item 6.C.i Approve Wolf Material Handling Systems for Wood Unloader Replacement Chain in the amount of \$26,930

Motion by Commissioner Bayliss, Supported by Commissioner Stokes, to Approve Wolf Material Handling Systems for Wood Unloader Replacement Chain in the amount of \$26,930

Motion carried unanimously.

Item 6.C.ii Award RFP 24-03: TG #6 major Overhaul to Ohman Industries in the Amount of \$565,280

Motion by Commissioner Stokes, Supported by Commissioner Bayliss, to Award RFP 24-03 to Ohman Industries in the Amount of \$565,280

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.C.iii** Authorize Request for Proposals 24-05: TG #3 Rotor Repair

Motion by Commissioner Sandstede, Supported by Commissioner Babich, to Authorize Request for Proposals 24-05: TG #3 Rotor Repair.

Motion carried unanimously.

**Item 6.D.** Approve Bolton & Menk for Construction Engineering Services for 2024 Lead Service Line Projects in the amount of \$98,000

Commission discussed number of residences place on project list.

Motion by Commissioner Stokes, Supported by Babich, to Approve Bolton & Menk for Construction Engineering Services for 2024 Lead Service Line Projects in the amount of \$98,000.

**Item 7. POLICY & GOVERNANCE-**

**Item 7.A.** Approve RFP 24-04: Job Classification and Compensation Study

Commission discussed RFP process and utilization of industrial association records and recommendations.

Motion by Commissioner Bayliss, Supported by Commissioner Sandstede, to Approve RFP 24-04: Job Classification and Compensation Study

Motion carried unanimously.

**Item 8. OLD BUSINESS—**

**Item 9. NEW BUSINESS –**

**Item 10. ADJOURNMENT**

Motion by Commissioner Stokes, supported by Commissioner Bayliss, to adjourn the meeting at 5:27 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, September 10<sup>th</sup>, 2024  
at 5:00 p.m. at the Hibbing City Hall, 401 E. 21<sup>st</sup> St., Hibbing MN 55746.

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

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

September 24<sup>th</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 July 18<sup>th</sup> – August 21<sup>st</sup>

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 August 27<sup>th</sup>, 2024.

Sincerely;



Luke J. Peterson



## Report Criteria:

Detail report type printed

[Report].Invoice Amount = {&gt;} 1000.00

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
155	HECIMOVICH MECHANIC	4289	(4) 24" Expansion Joints	1	08/07/2024	62,377.45	.00	62,377.45	52321	08/15/2024
		4291	Silencer for Boiler 4 Steam	1	08/15/2024	25,700.00	.00	25,700.00	52423	08/23/2024
		4292	Wood Belt	1	08/20/2024	2,987.50	.00	2,987.50	52423	08/23/2024
		4292	Boiler 4 ID Fan	2	08/20/2024	6,091.14	.00	6,091.14	52423	08/23/2024
		4293	BLowdown System Structu	1	08/20/2024	69,133.22	.00	69,133.22	52423	08/23/2024
Total 155:						166,289.31	.00	166,289.31		
160	BORDER STATES ELECT	928932987	CROSS ARM 8 FOOT X A	1	08/23/2024	5,006.00	.00	5,006.00	Multiple	09/05/2024
		928958042	11,436ft of ACSR 336 4-me	1	08/28/2024	10,929.50	.00	10,929.50	Multiple	09/05/2024
Total 160:						15,935.50	.00	15,935.50		
169	BRAUN INTERTEC CORP	B396837	Hazardous Building Materi	1	08/20/2024	3,173.38	.00	3,173.38	52409	08/23/2024
Total 169:						3,173.38	.00	3,173.38		
488	FURIN & SHEA	47645	3 Large Manhole Screens	1	08/23/2024	1,760.00	.00	1,760.00	Multiple	09/05/2024
Total 488:						1,760.00	.00	1,760.00		
524	GOODIN COMPANY	3914020-00	COPPER PIPE TYPE K 3/	1	08/08/2024	1,270.40	.00	1,270.40	52318	08/15/2024
Total 524:						1,270.40	.00	1,270.40		
535	GRAYBAR ELECTRIC CO	9338482980	3" GRC ELBOW 90DEG 4	1	08/13/2024	4,334.91	.00	4,334.91	52319	08/15/2024
Total 535:						4,334.91	.00	4,334.91		
692	JIVERY CONSTRUCTION	103496	directional drilling for streetl	1	08/07/2024	21,930.00	.00	21,930.00	52323	08/15/2024
		103497	directional drill 6th AVE E a	1	08/16/2024	13,387.50	.00	13,387.50	52429	08/23/2024
		103499	Directional Drilling for Gas	1	08/19/2024	1,170.00	.00	1,170.00	52429	08/23/2024
Total 692:						36,487.50	.00	36,487.50		
1193	NOVASPECT INC	PJ99011814	2024 SERVICE AND MAIN	1	08/01/2024	2,793.23	.00	2,793.23	52276	08/12/2024
		PJ99011892	N-500070 Turbine 6 Aux C	1	08/28/2024	40,917.83	.00	40,917.83	Multiple	09/05/2024
		PJ99011892	Virtual I/O Module 2; M-seri	1	08/28/2024	1,924.10	.00	1,924.10	Multiple	09/05/2024
		PJ99011892	DC to DC System Power S	3	08/28/2024	1,379.50	.00	1,379.50	Multiple	09/05/2024
		PJ99011892	Modbus TCP/IP Driver for	4	08/28/2024	2,310.50	.00	2,310.50	Multiple	09/05/2024
Total 1193:						49,325.16	.00	49,325.16		
1252	RESCO	3044820	1st Ave Sub Stn - 23kV to 2	1	08/21/2024	2,311.00	.00	2,311.00	52442	08/23/2024
Total 1252:						2,311.00	.00	2,311.00		
1477	UNITED REFRACTORIES	5063	basement wall leak repair	1	08/05/2024	5,178.00	.00	5,178.00	52338	08/15/2024
Total 1477:						5,178.00	.00	5,178.00		
1539	WESCO RECEIVABLES C	098415	SUBSTATION CONDUCT	1	08/09/2024	2,711.44	.00	2,711.44	52453	08/23/2024
		432235	CLAMP 4/0 HOT LINE CU	1	08/07/2024	1,287.00	.00	1,287.00	52299	08/12/2024

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 1539:						3,998.44	.00	3,998.44		
1616	MADISON NATIONAL LIF	1641890	LONG TERM DISABILITY I	1	08/20/2024	1,670.41	.00	1,670.41	52433	08/23/2024
Total 1616:						1,670.41	.00	1,670.41		
2014	BARR ENGINEERING CO	23691767.03	Wellhead Protection Scope	1	08/07/2024	3,444.00	.00	3,444.00	52307	08/15/2024
		23692705.02	Prof Services Jun 15 to Jul	1	08/07/2024	12,286.00	.00	12,286.00	52406	08/23/2024
Total 2014:						15,730.00	.00	15,730.00		
3268	FERGUSON WATERWOR	0535561	LF 3/4 XS LEAD PJ X 3/4	1	08/19/2024	1,015.78	.00	1,015.78	Multiple	09/05/2024
Total 3268:						1,015.78	.00	1,015.78		
3754	ROAD MACHINERY & SU	RA1236-003	mini x linecrew	1	08/07/2024	2,496.20	.00	2,496.20	52444	08/23/2024
Total 3754:						2,496.20	.00	2,496.20		
4314	IRON RANGE TIRE SERVI	34843	new wheels tires heat crew	1	08/07/2024	1,186.08	.00	1,186.08	52428	08/23/2024
Total 4314:						1,186.08	.00	1,186.08		
5016	T & R ELECTRIC SUPPLY	178942	Transformer, Padmount, 50	1	08/10/2024	16,957.13	.00	16,957.13	52449	08/23/2024
Total 5016:						16,957.13	.00	16,957.13		
5140	BALDWIN SUPPLY CO	3887697	Labor to Change out and V	1	08/14/2024	4,435.00	.00	4,435.00	Multiple	09/05/2024
		3887702	Belt 4	1	08/14/2024	2,670.80	.00	2,670.80	Multiple	09/05/2024
Total 5140:						7,105.80	.00	7,105.80		
5141	BOUGALIS INC	6709	Gas Service Crossing High	1	08/07/2024	3,000.00	.00	3,000.00	52239	08/12/2024
Total 5141:						3,000.00	.00	3,000.00		
20025	HAWKINS INC.	6832794	chlorine & hydrofluosilicic a	1	08/08/2024	2,525.28	.00	2,525.28	52320	08/15/2024
		6842388	150lbChlorine	1	08/19/2024	1,282.50	.00	1,282.50	52422	08/23/2024
Total 20025:						3,807.78	.00	3,807.78		
20364	MINNESOTA POWER ACH	0769632318	Monthly Invoice for July 20	1	07/31/2024	558,839.60	.00	558,839.60	82320242	08/23/2024
Total 20364:						558,839.60	.00	558,839.60		
20369	MN PUBLIC FACILITIES A	DWRF_03_0	Water Treatment plant MPF	1	08/08/2024	9,140.67	.00	9,140.67	81220241	08/13/2024
		DWRF_03_0	Water Treatment plant MPF	2	08/08/2024	192,684.00	.00	192,684.00	81220241	08/13/2024
Total 20369:						201,824.67	.00	201,824.67		
20594	DELTA DENTAL	CNS0001620	DELTA DENTAL 07/28/24-0	1	08/03/2024	3,806.15	.00	3,806.15	81220241	08/12/2024
		CNS0001622	DELTA DENTAL 08/04/24-0	1	08/10/2024	1,431.63	.00	1,431.63	Multiple	08/15/2024
		CNS0001637	DELTA DENTAL 08/11/24-0	1	08/17/2024	1,574.15	.00	1,574.15	82620241	08/26/2024
Total 20594:						6,811.93	.00	6,811.93		

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
20786	DAKOTA SUPPLY GROUP	S103905959	CLAMP 4/0 HOT LINE CU	1	08/20/2024	2,676.00	.00	2,676.00	Multiple	09/05/2024
		S103961683	6" HYMAX2 COUPLING 6.	1	08/19/2024	2,387.64	.00	2,387.64	52414	08/23/2024
Total 20786:						5,063.64	.00	5,063.64		
21243	ABATETEK INC.	08132024	Trunkline 08132024	1	08/13/2024	1,050.00	.00	1,050.00	52305	08/15/2024
Total 21243:						1,050.00	.00	1,050.00		
21611	STUART C IRBY CO	S014008554	1x400' Wire Reel for Subst	1	08/05/2024	3,170.59	.00	3,170.59	Multiple	09/05/2024
Total 21611:						3,170.59	.00	3,170.59		
22249	ALLIED VALVE	467051	Boiler 2 Isolation Valve	1	08/28/2024	8,536.10	.00	8,536.10	Multiple	09/05/2024
Total 22249:						8,536.10	.00	8,536.10		
22262	CORE & MAIN	V366790	AMI Wall mount base statio	1	08/22/2024	114,000.00	.00	114,000.00	Multiple	09/05/2024
		V422597	water meter radios	1	08/13/2024	150,660.00	.00	150,660.00	52411	08/23/2024
		V425733	water meter radios	1	08/13/2024	16,740.00	.00	16,740.00	52411	08/23/2024
		V498149	Senus Command Link 2	1	08/23/2024	3,400.00	.00	3,400.00	Multiple	09/05/2024
		V523934	Sensus RNI SAAS Set up	1	08/27/2024	8,000.00	.00	8,000.00	Multiple	09/05/2024
Total 22262:						292,800.00	.00	292,800.00		
22473	TONY'S EQUIPMENT REP	1627	water main 12th AVE E	1	08/07/2024	2,292.50	.00	2,292.50	52291	08/12/2024
		1628	Pit Run 39th ST	1	08/07/2024	2,177.50	.00	2,177.50	52291	08/12/2024
		1630	water main 12th AVE E	1	08/11/2024	2,150.00	.00	2,150.00	52337	08/15/2024
		1633	water main break 19th Ave	1	08/28/2024	3,440.00	.00	3,440.00	Multiple	09/05/2024
		1634	Corp Leak E 39th ST	1	08/28/2024	2,600.00	.00	2,600.00	Multiple	09/05/2024
		1635	water Service Valve 16th A	1	08/28/2024	2,150.00	.00	2,150.00	Multiple	09/05/2024
Total 22473:						14,810.00	.00	14,810.00		
22564	SHAMROCK TRUCKING	15958T077	DISPOSAL OF WASTE FO	1	08/01/2024	1,460.00	.00	1,460.00	52335	08/15/2024
		16027T077	Waste Hauling From Plant	1	08/15/2024	2,409.19	.00	2,409.19	52447	08/23/2024
Total 22564:						3,869.19	.00	3,869.19		
22629	ALWAYS THERE STAFFIN	11240561	Employee Services Week	1	08/06/2024	1,502.80	.00	1,502.80	52306	08/15/2024
		11240653	Employee Services Week	1	08/13/2024	1,502.80	.00	1,502.80	52402	08/23/2024
Total 22629:						3,005.60	.00	3,005.60		
23039	MN REVENUE SALES TA	08202024	MONTLY SALES TAX JUL	1	08/20/2024	120,966.00	.00	120,966.00	82020241	08/20/2024
Total 23039:						120,966.00	.00	120,966.00		
23045	HIBBING ACH, CITY OF	000238-JUL2	Garbage July	1	08/21/2024	253,284.98	.00	253,284.98	82320241	08/23/2024
		000238-JUL2	Sewer July	2	08/21/2024	328,691.50	.00	328,691.50	82320241	08/23/2024
		000238-JUL2	Storm Water July	4	08/21/2024	25,450.71	.00	25,450.71	82320241	08/23/2024
Total 23045:						607,427.19	.00	607,427.19		
23217	FRONTIER ENERGY	195179	Professional Services from	1	08/09/2024	2,456.50	.00	2,456.50	52316	08/15/2024

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 23217:						2,456.50	.00	2,456.50		
24198	VC3 (CW TECHNOLOGY	VC3-164726	Monthly Billing for August	1	08/21/2024	5,462.51	.00	5,462.51	Multiple	09/05/2024
Total 24198:						5,462.51	.00	5,462.51		
24443	PITNEY BOWES-ACH DO	8000900010	Postage & Supplies	1	08/04/2024	2,024.75	.00	2,024.75	Multiple	08/15/2024
Total 24443:						2,024.75	.00	2,024.75		
25069	MINNESOTA LIFE INSUR	75625651-00	ACTIVE LIFE INS 08/01/24	1	08/01/2024	2,188.55	.00	2,188.55	52273	08/12/2024
		77221751-00	COBRA LIFE INS 09/01/24	3	08/28/2024	2,188.55	.00	2,188.55	Multiple	09/05/2024
Total 25069:						4,377.10	.00	4,377.10		
25127	KINECT ENERGY INC AC	381207	Monthly Gas Invoice for Jul	1	08/05/2024	296,973.67	.00	296,973.67	80620243	08/08/2024
Total 25127:						296,973.67	.00	296,973.67		
25272	MN PEIP	1421332	ACTIVE EMPLOYEE HEAL	1	08/10/2024	185,700.84	.00	185,700.84	81220242	08/12/2024
Total 25272:						185,700.84	.00	185,700.84		
25309	AUTO ARCHITECTS	CA343056	Insurance claim repairs. In	1	07/02/2024	5,022.01	.00	5,022.01	52405	08/23/2024
Total 25309:						5,022.01	.00	5,022.01		
25482	SCHWEITZER ENGINEER	INV-0010083	SEL-ARU Underground Au	1	08/06/2024	4,051.04	.00	4,051.04	52333	08/15/2024
Total 25482:						4,051.04	.00	4,051.04		
25582	GARTNER REFRIGERATI	101146	HVAC repairs labor	1	08/08/2024	1,280.00	.00	1,280.00	52317	08/15/2024
Total 25582:						1,280.00	.00	1,280.00		
25588	CHEMTREAT INC.	CIN0107243	BL1581.55, BL2450.55	1	08/22/2024	4,770.40	.00	4,770.40	52410	08/23/2024
		CIN0107253	BL1581.55, BL2450.55	1	08/23/2024	2,385.20	.00	2,385.20	Multiple	09/05/2024
Total 25588:						7,155.60	.00	7,155.60		
25611	STINSON LLP	43583752	Prefessional services rend	1	08/28/2024	9,490.00	.00	9,490.00	Multiple	09/05/2024
Total 25611:						9,490.00	.00	9,490.00		
25616	STACK BROS. MECHANI	APP #3 25-2	Boiler 2 Superheat Tube R	1	08/10/2024	243,485.00	.00	243,485.00	52336	08/15/2024
Total 25616:						243,485.00	.00	243,485.00		
25617	NORTHLAND HYDRAULI	13294	hydraulic cylinder line truck	1	08/01/2024	1,359.41	.00	1,359.41	52437	08/23/2024
Total 25617:						1,359.41	.00	1,359.41		
25641	BOLTON & MENK, INC	0342659	GIS support to develop wat	1	08/09/2024	5,027.50	.00	5,027.50	60080	09/11/2024
		0344207	WTP Design Construction	1	08/26/2024	40,066.40	.00	40,066.40	Multiple	09/05/2024

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 25641:						45,093.90	.00	45,093.90		
25653	BCBS RETIREE	2408013687	RETIREE ACTIVE COVER	1	08/06/2024	10,132.00	.00	10,132.00	82120242	08/21/2024
		2408013687	RETIREE ACTIVE COVER	1	08/06/2024	2,090.00	.00	2,090.00	82120242	08/21/2024
Total 25653:						12,222.00	.00	12,222.00		
25662	ST LOUIS COUNTY PUBLI	286438	JULY 2024 Unleaded Fuel	1	08/14/2024	4,008.01	.00	4,008.01	52448	08/23/2024
		286438	JULY 2024 DIESEL	2	08/14/2024	1,491.52	.00	1,491.52	52448	08/23/2024
Total 25662:						5,499.53	.00	5,499.53		
25680	ZIELIES TREE SERVICE, I	320241005	7/31/24 storm support - ve	1	08/04/2024	7,057.97	.00	7,057.97	52302	08/12/2024
		320241046	TREE REMOVAL STORM	1	08/13/2024	1,207.45	.00	1,207.45	52343	08/15/2024
		320241106	Vegetation Management Ar	1	08/24/2024	68,424.41	.00	68,424.41	Multiple	09/05/2024
Total 25680:						76,689.83	.00	76,689.83		
25687	AFSCME COUNCIL 65	08082024	AFSCME UNION DUES 07	1	08/08/2024	2,053.80	.00	2,053.80	52204	08/08/2024
		08222024	AFSCME UNION DUES 08	1	08/22/2024	2,053.80	.00	2,053.80	52346	08/22/2024
Total 25687:						4,107.60	.00	4,107.60		
25697	SAVANNA PALLETS	INV154090	BLANKET PO - WOOD SU	1	08/12/2024	25,161.00	.00	25,161.00	52332	08/15/2024
		INV154355	BLANKET PO - WOOD SU	1	08/20/2024	22,587.33	.00	22,587.33	52445	08/23/2024
		INV154485	BLANKET PO - WOOD SU	1	08/26/2024	17,164.20	.00	17,164.20	Multiple	09/05/2024
Total 25697:						64,912.53	.00	64,912.53		
25744	CTC	21435657	Monthly Internet Services -	1	08/12/2024	1,544.04	.00	1,544.04	52311	08/15/2024
Total 25744:						1,544.04	.00	1,544.04		
25760	IRON RANGE ENGINEERI	64	Substation Work 2024	1	08/05/2024	16,677.50	.00	16,677.50	52265	08/12/2024
Total 25760:						16,677.50	.00	16,677.50		
25772	VISA-ELIOT	7937X08222	8/16 - Event Brite; U 2030	12	08/22/2024	1,497.00	.00	1,497.00	92020242	09/20/2024
Total 25772:						1,497.00	.00	1,497.00		
25784	RICE LAKE CONTRACTIN	PAYAPP #4 0	South Water Treatment Pla	1	07/31/2024	230,569.02	.00	230,569.02	52330	08/15/2024
Total 25784:						230,569.02	.00	230,569.02		
25803	XPRESS BILL PAY - ACH	INV-XPR015	August Services	1	08/31/2024	2,602.21	.00	2,602.21	91120241	09/11/2024
Total 25803:						2,602.21	.00	2,602.21		
25807	NORTH STATES CRANE	12136	Annual Crane inspections	1	08/12/2024	1,091.70	.00	1,091.70	52328	08/15/2024
Total 25807:						1,091.70	.00	1,091.70		
25811	ABSG Consulting Inc	1007320028	Maximo Implementation - L	1	08/22/2024	1,465.56	.00	1,465.56	52401	08/23/2024

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 25811:						1,465.56	.00	1,465.56		
25856	VIRGINIA TRANSFORME	79958	10 MVA Transformer - M23	1	08/13/2024	122,940.00	.00	122,940.00	52341	08/15/2024
Total 25856:						122,940.00	.00	122,940.00		
25895	PAUL SHAIN & SONS INC	1630.2	115 yards class 5 12TH AV	1	08/15/2024	1,495.00	.00	1,495.00	52439	08/23/2024
Total 25895:						1,495.00	.00	1,495.00		
25900	T-MOBILE LEASE COMPL	08092024	OVERPAYMENT INHOUS	1	08/09/2024	2,086.83	.00	2,086.83	52206	08/09/2024
Total 25900:						2,086.83	.00	2,086.83		
Grand Totals:						3,530,539.97	.00	3,530,539.		

## Report Criteria:

Detail report type printed

[Report].Invoice Amount = {&gt;} 1000.00



Item 5.B – Approve payroll paid & overtime report

Item 5.B – Approve payroll paid & overtime report

September 24<sup>th</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 September 5<sup>th</sup> & 19<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 August 27<sup>th</sup>, 2024.

Sincerely;



Luke J. Peterson



## Report Criteria:

Employee Transaction.Check Issue Date = 09/05/2024

Pay Code.Pay Code = 1-19, 25

Payroll Type	Amount
Total REGULAR WAGES:	172,436.66
Total REGULAR WAGES - FOREMAN:	2,750.70
Total REGULAR WAGES - LEAD:	383.52
Total OVERTIME WAGES:	14,024.31
Total OVERTIME WAGES - FOREMAN:	1,580.99
Total OVERTIME WAGES - LEAD:	561.99
Total SUNDAY PREMIUM:	1,450.62
Total VACATION PAY:	19,780.42
Total SICK & SAFE LEAVE:	217.68
Total SICK LEAVE - REGULAR:	7,842.04
Total UNEXCUSED SICK LEAVE:	.00
Total COMP TIME EARNED:	.00
Total COMP TIME USED:	2,922.04
Total PERSONAL HOLIDAY:	6,747.59
Total SHIFT DIFFERENTIAL .75/HR:	487.14
Total LONGEVITY:	3,100.62
Total STANDBY:	7,053.07
Total LEAVE PAYOUT (NO RETIREMENT):	7,311.98
Total CERTIFICATE/LICENSE:	765.90
Grand Totals:	249,417.27

## Report Criteria:

Employee Transaction.Check Issue Date = 09/19/2024

Pay Code.Pay Code = 1-19, 25

Payroll Type	Amount
Total REGULAR WAGES:	155,256.35
Total REGULAR WAGES - FOREMAN:	1,527.44
Total REGULAR WAGES - LEAD:	264.48
Total OVERTIME WAGES:	14,047.07
Total OVERTIME WAGES - FOREMAN:	903.43
Total OVERTIME WAGES - LEAD:	51.09
Total SUNDAY PREMIUM:	1,622.58
Total VACATION PAY:	11,835.24
Total SICK & SAFE LEAVE:	2,495.14
Total SICK LEAVE - REGULAR:	7,001.54
Total UNEXCUSED SICK LEAVE:	.00
Total COMP FROM STADBY:	.00
Total COMP TIME USED:	1,683.20
Total PERSONAL HOLIDAY:	4,025.87
Total HOLIDAY PAY:	20,024.61
Total SHIFT DIFFERENTIAL .75/HR:	477.00
Total HOLIDAY WORKED:	5,497.88
Total LONGEVITY:	3,254.82
Total STANDBY:	7,219.61
Total LEAVE PAYOUT (NO RETIREMENT):	828.13
Total CERTIFICATE/LICENSE:	765.90
Grand Totals:	238,781.38



Hibbing Public Utilities Commission Authority Matrix – Version April 2022							
P = Primary Responsibility C = Consenting A = Advises N = Notified I = Implements							
	Commission	Chair	Vice Chair	General Manager	Controller	Risk Manager	AP / Payroll
Annual Budget	P			A	A		
Set Reserve Policy	P			A	A		
Budget Revision	P			A	A		
Strategic Plan	P			A	A		
Contract with total value exceeding \$25,000 or term greater than 5 years	P			*A	N		
Contracts with total value less than or equal to \$25,000 and term less than 5 years	N			P	N	**	
Bank Checks / ACH / Wires Greater than \$10,000	P			*A	N		
Emergency Purchases including End of the Month Gas Commodity Purchases	C	C	C	P	N		
Payroll and Statutorily Exempted Payments	C			P	N		I
Transfer of funds between accounts				N	P		I
Open/Close Bank Accounts	P			A	A		
Money Market / Investment Choices	C			A	P		
Purchase / Sale of Real Property	P			A	A		



<b>Hibbing Public Utilities Commission Authority Matrix – Version April 2022</b>							
<b>P = Primary Responsibility C = Consenting A = Advises N = Notified I = Implements</b>							
<i>Debt Issuance</i>	<b>P</b>			<b>A</b>	<b>A</b>		
<i>Credit Facility Issuance</i>	<b>P</b>			<b>N</b>	<b>N</b>		
<i>Short-term borrowings/repayments under Credit Facilities</i>		<b>N</b>	<b>N</b>	<b>P</b>	<b>C</b>		
<i>Implementing Controls and ensuring compliance with Authorizations</i>	<b>N</b>			<b>P</b>	<b>A</b>		
<i>Employee travel for safety, trade, and business training</i>	<b>N</b>			<b>P</b>	<b>A</b>		
<b>* Delegation 1</b>	<b>Primary approval delegated to General Manager for review and transmittal of payments, ACH, checks, payroll and approved contracts until ratification at the Commission Meeting immediately following issuance.</b>						
<b>** Delegation 2</b>	<b>General Manager delegates approval of contracts of value less than \$10,000 and less 5 years in duration to the Risk Manager</b>						
<b>*** Delegation 3</b>	<b>General Manager delegates approval of payroll, transfers, and statutorily exempted payments to Accounts Payable and Payroll function.</b>						



Item 5.C

Item 5.C – Accept Notice of Retirement: Mark Reger, Meter  
Technician Leader

September 24<sup>th</sup>, 2024

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

RE: Item 5.C – Accept Notice of Retirement: Mark Reger, Meter Technician Leader

Dear Commissioners;

Mark Reger has submitted his notice of retirement and his last day of employment with HPU is November 4, 2024 after 44 years of dedicated service. I would like to thank him for his many years of service and wish him the very best in the future. He will be missed greatly by his peers and the rest of HPU.

Please consider the following recommendation for action:

Accept Mark Reger's notice of retirement, effective November 4, 2024.

Sincerely;



Luke J. Peterson



Item 5.D

Item 5.D – Accept Resignation of Penny Pelosi, Facility & Safety Coordinator

September 24<sup>th</sup>, 2024

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

RE: Item 5.D – Accept Resignation of Penny Pelosi, Facility & Safety Coordinator

Dear Commissioners;

Penny Pelosi has submitted her resignation and her last day of employment will be September 27, 2024. Penny served at HPU for over 27 years in many capacities, most recently a supporting role covering facilities and safety. She will be missed dearly and we wish her the best in the future.

I would like to recommend acceptance of Penny's resignation effective September 27, 2024 with regrets.

Sincerely;



Luke J. Peterson





Item 5.E

Item 5.E – Request for Contribution: Historic Barn Quilt Trail in the amount of \$500

September 24<sup>th</sup>, 2024

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

RE: Item 5.E – Request for Contribution: Historic Barn Quilt Trail in the amount of \$500

Dear Commissioners;

Please find attached for your reviewal and approval the Request for contribution form from the Hibbing Historic Barn Quilt Trail Project. This project will develop and place “Barn Quilt Squares” related to historical buildings and sites across Hibbing’s downtown. By supporting this effort the Commission’s contribution will be used to enhance the cultural and tourism resources in Hibbing. HPU will additionally be receiving an individually designed square to mount on HREC.

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: Historic Barn Quilt Trail

CHECK PAYABLE TO: Tourist Center Sr. Citizen's Inc. (Fiscal Agent)

CONTACT NAME: Debbie Barker PHONE NO. 651-442-6819

ADDRESS: 3605 2<sup>nd</sup> Ave W Hibbing, MN 55746

DATE: 9/4/2024

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

The Barn Quilt Trail is an innovative project designed to enhance the cultural & artistic landscape of Hibbing, by incorporating themed Barn Quilts related to historic sites around the city. It will be a collaborative effort involving local artisans, Hibbing Tourist Center, Iron Range Tourism and the city of Hibbing.

AMOUNT OF REQUEST: \$500<sup>00</sup>

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

To increase tourism, enhance the cities appeal as a cultural and historical destination.

Enhance community pride by involving local artists.



REQUEST FOR CONTRIBUTION

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

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\_\_\_\_\_  
Commission Secretary

\_\_\_\_\_  
Date

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







# **Hibbing's Historic Barn Quilt Trail**

## **Project Overview**

The Hibbing Barn Quilt Tour is an innovative project designed to enhance the cultural and artistic landscape of Hibbing, Minnesota, by incorporating themed barn quilts related to historic sites around the city. This initiative will be a collaborative effort involving Iron Range Quilts and local artisans, the Hibbing Historical Society, the Hibbing Tourism Center, and the City of Hibbing.

## **Project Objectives**

- **Promote Local Artistry:** Engage local artists, led by Debbie Barker of Iron Range Barn Quilts, to create 25 - 30 weather-resistant barn quilts that reflect the rich history of Hibbing.
- **Boost Tourism:** Create a visually appealing barn quilt trail that will attract tourists and enhance the cultural heritage tourism appeal of Hibbing.
- **Community Engagement:** Involve the community through barn quilt classes and workshops, fostering a deeper connection to local history and art.
- **Strategic Placement:** Collaborate with the City of Hibbing Parks and Recreation Department to mount the barn quilts in strategic locations, ensuring maximum visibility and impact.

## **Project Description**

### **Artistic Element**

The barn quilts will be painted by a diverse group of local artists under the coordination of Debbie Barker, a well-known local artist and educator. Each quilt will depict themes related to historic sites and narratives significant to the city of Hibbing. These quilts will be painted on piece of 3mm Aluminum Composite and sealed with an Anti-Graffiti sealant for minimal maintenance.

### **Community Involvement**

To encourage widespread community involvement, Debbie Barker will conduct barn quilt classes, teaching residents the techniques of barn quilt painting and sharing the historical significance of the themes chosen for the quilts.

### **Implementation and Mounting**

The City of Hibbing Parks and Recreation Department, will assist in the strategic mounting of the quilts. The locations will be chosen to maximize the visibility of the artwork and to create a cohesive barn quilt trail throughout the city. This trail will be an attractive draw for both residents and visitors, encouraging them to explore different parts of Hibbing.



## **Collaboration and Partnerships**

This project will be a collaborative effort between:

- Iron Range Quilts: Debbie Barker Quilt design and coordinating artisans to create the quilts
- Hibbing Historical Society: Providing historical context and ensuring the themes of the barn quilts accurately reflect Hibbing's heritage.
- Tourist Center Sr. Citizens Inc.: Promoting the barn quilt trail as a new tourist attraction and providing information to visitors.
- City of Hibbing: Offering logistical support for mounting the quilts and integrating the trail into city planning.

## **Expected Outcomes**

- Increased Tourism: The barn quilt trail is expected to draw tourists to Hibbing, enhancing the city's appeal as a cultural and historical destination.
- Enhanced Community Pride: By involving local artists and residents in the creation of the quilts, the project will foster a sense of pride and connection to the community.
- Educational Opportunities: The barn quilt classes will provide educational opportunities for residents, to create and promoting local art and history.
- Long-Term Cultural Asset: The barn quilt trail will become a long-term cultural asset for Hibbing, contributing to the city's identity and attractiveness.

## **Budget and Funding**

The budget for the Hibbing Barn Quilt Trail will cover:

- Artist fees and materials for painting the barn quilts.
- Costs associated with conducting barn quilt classes and workshops.
- Expenses for mounting the quilts, including materials and labor provided by the City of Hibbing Parks and Recreation Department.
- Marketing and promotional activities to attract tourists to the barn quilt trail.

Funding will be sought through grants, local sponsorships, and community fundraising efforts.

## **Conclusion**

The Hibbing Barn Quilt Trail is a unique project that combines art, history, and community engagement to enhance the tourism appeal of Hibbing. By celebrating local artistry and heritage, this initiative will create a lasting cultural legacy and draw visitors to explore the rich history of our city. We look forward to your support in making this vision a reality.



**Purpose:**

- To promote art & culture in Hibbing
- To promote travel by encouraging visitors to celebrate our area
- Today, BQ are one of the fastest growing & community driven grassroots public art movements in the country.
- There are currently 43 BQ Trails in the US
- Trail is a positive community project
  - Year-round tourist attraction
  - Coax travelers off the Hwy
  - Walking tour around town
  - Gives people a reason to stop, walk around town, have lunch and fill up their cars
- Rich history of our town
- Bike trails
- Fall color tours

**Naming our trail:**

Hibbing's Historic Barn Quilt Trail

**Community involvement:**

- Involve the Hibbing High School students
  - Research history of their quilt pattern
  - Hon in on their math skills to get their patterns drawn on the boards
  - It's precise and demanding work
  - Gives the students ownership in the community and to see their artwork on display

**Individuals:**

- Fill out an application to have a BQ on the trail
- Need to commit to 5 yrs to have their BQ listed on the brochure/trail

**Expenses:**

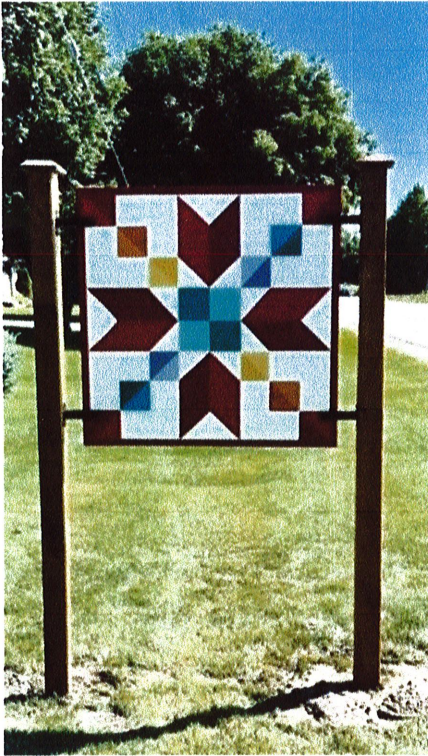
Product	Amt	\$ Per piece	Need	Total Cost
Aluminum Composite	1	25	50	1250
Sandpaper	5	10	3	30
Paint	1	10	40	400
Tape	4	50	7	350
Primer	1	50	4	200
Sealer Anti-graffiti (MuralGuard)	1	100	6	600
Graffiti remover	6	90	1	90
Brushes	12	16	16	256
Rollers	4	10	4	40
Paint pads	1	20	8	160
Trays	10	15	4	60
Storage Tubs	1	15	4	60
Touch up brushes	12	20	1	20
Box cutters	4	20	6	120
Blades	100	20	4	80
Rulers	3	10	8	80
Brochures/website				1290
Administrative fees		100	50	5000
In-kind		100	50	5000
Total				15,086

**Additional costs:**

- 4'x4' Posts if using 4x4 BQ
- Cement
- Stainless steel crews

**BQ Placements:**

- 3 signs entering Hibbing from the Hwy (Chisholm, GR, Virginia)
- Tourist Center 4x4
- Hull Rust Mine View
- Greyhound Bus
- Hibbing High School
- College
- Memorial Building
- Curling Rink
- Bike Trail
- Campgrounds / Carey Lake
- Historical Society
- Frank Hibbing Park
- Vic Powers Park
- Bennett Park
- Palucci Planetarium
- Bob Dylan Museum
- North Hibbing 1918
- Dog Park
- Golf Course
- Throughout downtown (24)
- Bike Trail - pointing towards downtown



# Hondo River Barn Quilt Trail

**EASTERN NEW  
MEXICO STATE FAIR**  
2500 S. Main St.

## Roswell/Chaves County

 <b>1</b>	 <b>ENMSF/ZIA</b> Main Building	 <b>2</b>	<b>Tic Tac Toe</b> New Mexico Machinery 2801 S.E. Main St.	 <b>13</b>	<b>Double Sawtooth</b> Roswell Livestock Auction 900 N. Garden Ave.
 <b>3</b>	<b>Americana</b> Main Building	 <b>3</b>	<b>Morning Star</b> Paul's Veterinary Supply 2005 S. Main St.	 <b>13</b>	<b>Woven Star</b> Roswell Livestock Auction 900 N. Garden Ave.
 <b>4</b>	<b>Enchantment</b> Main Building	 <b>4</b>	<b>Log Cabin</b> Chaves County Ext. Service 200 E. Chisum Ste. #4	 <b>14</b>	<b>Sunshine</b> Southwestern Wireless 206 E. College
 <b>5</b>	<b>Ohio Star</b> Hog Barn Sponsored by Misslamo	 <b>5</b>	<b>Illusion</b> Roswell Tire and Appliance 101 S. Main St.	 <b>15</b>	<b>Hunter Star</b> The Greenery 1501 N. Atkinson
 <b>6</b>	<b>Grannies Checkerboard</b> Commercial Building	 <b>6</b>	<b>Swoon</b> Roswell Seed 115 S. Main St.	 <b>16</b>	<b>Bear Paw</b> Generations of Learning 2601 W. Berrendo
 <b>7</b>	<b>FFA Hunter Star</b> Educational Building	 <b>7</b>	<b>Starburst</b> Calico Cow Quilt Shop 311 N. Main St.	<b>East Grand Plains</b> 3751 E. Hobson Rd.	
 <b>8</b>	<b>4-H Blocks &amp; Stars</b> Educational Building	 <b>8</b>	<b>Moonlight Star</b> Sentry Safety & Physical Therapy Specialists 805 N. Richardson	 <b>17</b>	<b>Starry Night</b>
 <b>9</b>	<b>Blooming Pinwheel</b> Farm Bureau Building / Arts & Craft Building	 <b>9</b>	<b>Sampler</b> Roswell Adult Center 807 N. Missouri Ave.	 <b>18</b>	<b>Red Sky at Morning</b>
 <b>10</b>	<b>Illusion</b> Rabbit Barn	 <b>10</b>	<b>Double Aster</b> Historical Society of S.E.N.M. 200 N. Lea Ave.	 <b>19</b>	<b>Storm at Sea</b>
 <b>11</b>	<b>Card Trick</b> Poultry Barn	 <b>11</b>	<b>Rotation</b> Pecos Valley Winery 412 W. 2 <sup>nd</sup>	 <b>20</b>	<b>Wabash Excited Star</b>
 <b>12</b>	<b>North Star</b> Livestock Show Ring	 <b>12</b>	<b>Maple Leaf</b> Sew Easy Sewing 200 E. College	 <b>21</b>	<b>Patriotic Starburst</b>
 <b>22</b>	<b>Shadow Box</b> Livestock Show Ring			 <b>22</b>	<b>Enchanted Swallows</b> 6291 Hummingbird Lane

New Mexico State Cooperative Extension is an equal opportunity/affirmative action employer and educator. New Mexico State University, and the U. S. Department of Agriculture cooperating.

SEP 12, 2018

\* Add sponsors

x Hibbing Info on Reverse side



Item 5.F

Item 5.F – Request for Contribution: Hibbing Girls Swim Club in the amount of \$500

September 24<sup>th</sup>, 2024

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

RE: Item 5.E – Request for Contribution: Hibbing Girls Swim Club in the amount of \$500

Dear Commissioners;

Please find attached for your reviewal and approval the Request for Contribution form from the Hibbing Girls Swim Club. The Hibbing Girls Swim Club is fundraising for their upcoming season. Funds will be used to support equipment costs for students. By supporting the Swim Club, the Commission Contribution will be supporting Hibbing's recreational resources. With this sponsorship HPU will be able to place an advertisement in the Swimming Programs for all 8 meets.

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: Hibbing Girls Swim Club

CHECK PAYABLE TO: HGSC

CONTACT NAME: Joe Fatticci PHONE NO. 218-969-5797

ADDRESS: 2504 7th Ave. E

DATE: 8/29/24

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

Fundraising for the Hibbing High School Girls Swim Team

AMOUNT OF REQUEST: \$500.00

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

Advertising in the HHS Girls Swimming programs. 8 meets for the 2024 season.





REQUEST FOR CONTRIBUTION

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

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\_\_\_\_\_  
Commission Secretary

\_\_\_\_\_  
Date

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



Item 5.G

Item 5.G – Request for Contribution: Hibbing-Chisholm Bluejacket Hockey in the amount of \$500

September 24<sup>th</sup>, 2024

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

RE: Item 5.G – Request for Contribution: Hibbing-Chisholm Bluejacket Hockey in the amount of \$500

Dear Commissioners;

Please find attached for your reviewal and approval the Request for Contribution form from the Hibbing-Chisholm Bluejacket Hockey Club. The club is fundraising for the upcoming hockey season. Funds will be used to support equipment and travel costs for students. The Commission's contribution would be supporting the development Hibbing's recreational resources. With this sponsorship HPU will be able to place an advertisement in the Hockey Programs.

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: Hibbing Chisholm Bluejacket Hockey Club  
CHECK PAYABLE TO: Hibbing Bluejacket Hockey Club  
CONTACT NAME: Scott Sundvall PHONE NO. 218-966-9917  
ADDRESS: Po Box 154  
DATE: 9-18-2024

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

Hibbing Boys Bluejacket 2024-25 Hockey season  
Boys have been invited to Hockey Day Minnesota  
which is a very important Day for Hockey in  
Minnesota.

AMOUNT OF REQUEST: 500<sup>00</sup>

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

Advertise in our hockey program book. It's our Largest  
single fundraiser. The HS Boys Hockey need your support  
for training supplies, equipment, travel expenses, and many  
other expenses incurred through the season.



REQUEST FOR CONTRIBUTION

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

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\_\_\_\_\_  
Commission Secretary

\_\_\_\_\_  
Date

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





September 1, 2024

Hibbing Blue Jacket Hockey Club  
PO Box 154  
Hibbing, MN 55746

Dear High School Hockey Supporter,

The 2024-2025 high school hockey season is right around the corner, and we would like to say thank you for your previous and continued support of our high school hockey program. Selling advertising for our hockey program is our largest fundraiser, and we would like to continue to see your business in the program. This is an inexpensive way for your company to get great advertising exposure. We are excited for the season to begin, and we see this year as a potentially really good season with a good group of returning underclassmen with many seasoned veterans. Coach Jamnick has put together a very difficult regular season schedule to prepare the team for the ultimate goal. The team also has two new exciting additions to the schedule. First, is Friday Night Ice on January 17th where the Bluejackets will host the Hermantown Hawks. This game will be streamed live on Youth Hockey Hub's youtube channel. **And finally, the Bluejackets will play Eden Prairie at Hockey Day Minnesota on January 25th in Shakopee.**

Because travel costs continue to rise, new equipment prices soar and all the uncertainties of high school athletics, unfortunately, our fundraising efforts must continue to expand.

**The hockey program is our largest single fundraiser, and the boys really need your support for training supplies, equipment, travel, and many other financial needs that the Blue Jacket Hockey Club supports.**

Please see our chart for a variety of sponsorship/advertising opportunities.

Thank you in advance for your support. Every dollar from businesses, such as yours, is important to us. Checks can be mailed to:

**Bluejacket Hockey Club**  
**PO Box 154**  
**Hibbing ,MN 55746**

Please reach out to Scott Sundvall at 218-966-9917 or [scottsundvall@gmail.com](mailto:scottsundvall@gmail.com) if you have questions, concerns or need an invoice.

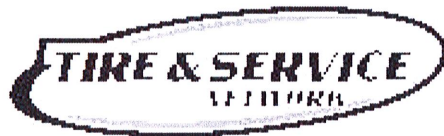
We sincerely appreciate your continued support!

Bluejacket Hockey Club  
Board of Directors Program Committee - *Scott Sundvall - Katie Hildenbrand - Jim Perunovich*

1/2 Page \$750

# IRON RANGE TIRE SERVICE, INC.

**GOOD YEAR**



**Mike Rusten**

710 W. 41st Street  
Hibbing, MN 55746

Phone: (218) 263-9120

Fax: (218) 263-9125

E-mail: [tires@mchsi.com](mailto:tires@mchsi.com)

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JPJ ENGINEERING, INC.**



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FAX - 218-263-8960



**24 HOUR SERVICE**

email: [a1resting@mchsi.com](mailto:a1resting@mchsi.com)

1/4 Page \$500

HIBBING 218.262.5525 DULUTH 218.720.6219  
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**ENGINEERING SITE DEVELOPMENT  
LAND SURVEYING 3D LASER SCANNING  
ECONOMIC DEVELOPMENT**

**IRACORE**  
ADVANCING WEAR TECHNOLOGY































1/8 Page \$250

Logo - \$150

Name - Up to \$100



2024/25 BLUEJACKET BOYS HOCKEY SPONSORSHIP OPPORTUNITIES

	FAN IN THE STAND	SUPER FAN	MVP	PREMIUM	BRONZE	SILVER	GOLD	PLATINUM
COMMITMENT	\$1-100	\$150	\$250	\$500	\$750	\$1000	\$3000	\$5000
INVESTMENT IN BOYS HOCKEY STUDENTS & THEIR COMMUNITY								
BLUEJACKET DECAL								
HOCKEY PROGRAM AD	NAME	LOGO	1/8 PAGE	1/4 PAGE	1/2 PAGE	FULL PAGE	FULL PAGE	FULL PAGE
SOCIAL MEDIA ADVERTISING FACEBOOK & INSTAGRAM			SHOUTOUT	SHOUTOUT	SHOUTOUT	DEDICATED POST	DEDICATED POST	DEDICATED POST X2
SPONSOR A PLAYER								
SPONSOR A HOME GAME (LOGO ON ROSTER, AND ANNOUNCEMENT)								
LOGO ON STAR OF THE GAME T-SHIRT(S)								
BLUEJACKET APPAREL								
SEASON TICKETS TO ALL HOME GAMES							2 TICKETS	4 TICKETS
VIP SEATING FOR ALL HOME GAMES								4 SEATS

Checks payable to Bluejacket Hockey Club P.O. Box 154 Hibbing, MN 55746 and all donations will be recognized in program if donation is received by the end of October.

THANK YOU FOR YOUR GENEROUS SUPPORT AND GO BLUEJACKETS!!





Item 5.H

Item 5.H – Request for Contribution: Greyhound Bus Museum  
Anniversary & Fundraiser in the Amount of \$300

September 24<sup>th</sup>, 2024

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

RE: Item 5.H – Request for Contribution: Greyhound Bus Museum Anniversary &  
Fundraiser in the Amount of \$300

Dear Commissioners;

Please find attached for your reviewal and approval the Request for Contribution form from the Greyhound Bus Museum. The museum is hosting a fundraising event to support museum improvements. Funds will be used to support event programming. The Commission's contribution would be supporting the development Hibbing's tourism resources.

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: Greenway Pageant Prod. (Bus Museum)  
CHECK PAYABLE TO: Greenway Pageant Production  
CONTACT NAME: Rev Dick Lich PHONE NO. 218-966-7071  
ADDRESS: \_\_\_\_\_  
DATE: 9-5-24

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

We are celebrating the 110<sup>th</sup> Anniversary of Greyhound  
+ 25<sup>th</sup> of the museum. we are running a Pageant as  
a Fundraiser for Improvements to the museum  
both Organizations are Private non-profit

AMOUNT OF REQUEST: Sponsorship \$300 but you can give more!

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

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REQUEST FOR CONTRIBUTION

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

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\_\_\_\_\_  
Commission Secretary

\_\_\_\_\_  
Date

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# Celebrate History In **STYLE**

**110 years of Greyhound!**  
**25 years of Hibbing's Bus Museum!**  
**Saturday, September 21st**

**Noon to  
6 pm**

- Fun for the whole Family!**
- Pin-up Pageant
  - Scavenger Hunt
  - Bus Races
  - Food & Drinks
  - Live Band
  - Coloring Contest

**GREYHOUND BUS MUSEUM**

**1201 Greyhound Blvd., Hibbing, MN 55746**

**For More Information: 218-263-5814**  
**[greyhoundbusmuseum.org](http://greyhoundbusmuseum.org)**







# Greenway Pageant Productions, Inc.

A Non-Profit Corporation Under the Laws of Minnesota

[Greenway.pageant.productions@gmail.com](mailto:Greenway.pageant.productions@gmail.com)

**Pretty is an understatement... YOU are GORGEOUS!!**

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September 4, 2024

RE: Sponsorship Request

Dear Sir or Madame,

Greenway Pageant Productions Inc. will be hosting a Pin Up Pageant at the Greyhound Bus Origin Museum on September 21<sup>st</sup>, 2024. Our pageant includes two interactive elements, they are as follows:

1. A Coloring Contest to gather Sentiments for Soldiers sent through Operation Gratitude.
2. A Greyhound Support Vote to help raise funds for museum improvements.

Operation Gratitude is a non-profit organization that sends care packages to Active Military Service Members (stationed here and over-seas), as well as our United States Veterans, Police Officers, Firefighters, and EMTs. Their care packages include letters of encouragement from the general public.

Greenway Pageant Productions Inc will be hosting a kid's coloring contest at the Greyhound Birthday Bash to gather pages to send through Operation Gratitude and help encourage our nation's heroes, both past and present.

There will be prizes awarded for the contest, but the greatest prize is what they will be giving back to those who choose and have chosen to fight for all of us.

Our Greyhound Support Vote is a fun way for the crowd to interact with the pageant and help support our local community.

Those who wish to participate can vote for their favorite contestant in the Pin Up Pageant to decide who wins the title of "Lady Greyhound."

They can vote as many times as they'd like to, each vote costs \$1, and all the proceeds will be donated directly to the Greyhound Bus Museum.

The museum needs many updates to help those who visit from all around the world have a fun, educational, and interactive experience.

Our mission at Greenway Pageant Productions is to encourage and empower all women of all shapes, sizes, ages and ethnicities to feel beautiful in their own skin and have the confidence to say: I am enough just as I am!

The pageant is scored based off of creativity, style, positivity and encouragement of fellow contestants. It is literally strong women, supporting strong women, supporting their community.


But what does this have to do with you? Well, we would like to ask your organization to help sponsor our Greyhound Bus Pageant and help preserve the history of the Iron Range for future generations.

From the pageant contestants to our volunteers, judges, the Greyhound Bus Origin Museum, and the people who come to enjoy the show and participate in our endeavors, your sponsorship would help further our mission to support not only our community and its history, but our front line workers all over our great nation who have chosen to risk their lives every day to keep not only our Country but our neighborhoods safe and secure.

If you do choose to help sponsor us in our endeavors, any amount would be greatly appreciated.

Thank you for your time and consideration.

Sincerely,



Samantha Dicklich  
Secretary – Treasurer

Greenway Pageant Productions Inc.  
P.O. Box 604  
Grand Rapids, MN 55744

Please make all checks payable to: Greenway Pageant Productions, Inc.





Item 5.I



Item 5.I – Request for Contribution: Hibbing-Chisholm Youth  
Hockey Association in the Amount of \$250

September 24<sup>th</sup>, 2024

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

RE: Item 5.I – Request for Contribution: Hibbing-Chisholm Youth Hockey Association  
in the Amount of \$250

Dear Commissioners;

Please find attached for your reviewal and approval the Request for Contribution form from the Hibbing-Chisholm Youth Hockey Association. This group is fundraising for the upcoming hockey season. Funds will be used to support equipment and travel costs for students. The Commission's contribution would be supporting the development Hibbing's recreational resources. With this sponsorship HPU will be able to place an advertisement behind the glass in the hockey rink.

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: Hibbing Chisholm Youth Hockey Association

CHECK PAYABLE TO: HCYHA and Nick's Signs

CONTACT NAME: Brittany Fisher PHONE NO. 218-248-4319

ADDRESS: Fairgrounds Arena

DATE: 9/16/24

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

Request to have donation to HCYCA to place HPU's logo on glass at the Fairground Arena. There would be a one time fee for the sign to be created from Nick's signs and an annual reoccurring fee of \$250 per year if the utility elects to continue advertising.

AMOUNT OF REQUEST: \$500 for advertising and sign creation

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

Sign would be created by Nick's Signs and installed by arena staff.

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

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\_\_\_\_\_  
Commission Secretary

\_\_\_\_\_  
Date

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Item 5.J

Item 5.J – Acknowledge Comments filed by HPU with Minnesota  
PUC Regarding Carbon Free 2040 Legislation

September 24<sup>th</sup>, 2024

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

RE: Item 5.J – Acknowledge Statements filed by HPU with Minnesota PUC Regarding  
“Carbon Free 2040” Legislation

Dear Commissioners;

HPU has filed comments with the Minnesota Public Utilities Commission addressing  
Minn. Stat. § 216B.1691.

The recommended decision options for the MPUC include:

- Declares biomass as carbon free (since it is an existing renewable energy technology under state statute) a.k.a Decision Option 2
- Sets up a future record docket to continue to expand conversations around how to track and report carbon emissions
- Sets up a future facilitated discussion, in which we are requesting HPU take part, to evaluate impacts of the carbon free legislation

These Decision Options will be reviewed by the State PUC on Thursday September 26th and would expect a delegation from HPU to attend the meeting.

Sincerely;



Luke J. Peterson

September 20, 2024

Will Seuffert  
Executive Secretary  
Minnesota Public Utilities Commission  
121 7<sup>th</sup> Place East, Suite 350  
St. Paul, MN 55101

**RE: In the Matter of Investigation into Implementing Changes to the Renewable Energy Standard and the Newly Created Carbon Free Standard under Minn. Stat. § 216B.1691, PUC Docket No. E-999/CI-23-151.**

Hibbing Public Utilities (“HPU”) thanks the Minnesota Public Utilities Commission for the opportunity to participate in the initial request for comments in August 2023 and again after a full year of record development. HPU’s priority throughout has been to ensure small utilities can innovate and lead in the use of renewable, carbon-free energy that both reduces reliance on fossil fuels and positively impacts the regional economy by maintaining and creating new jobs in the logging industry.

As stated previously, HPU has a long history of using and producing renewable, community-owned energy. HPU began using locally produced power in the early 1900s and has been a leader for decades in the development of biomass energy in Minnesota. In 1994, with broad support from environmental groups, the Minnesota Legislature enacted the Biomass Power Mandate—the State’s first clean energy statute—that required investing millions of dollars in equipment with the goal of moving away from coal. To move the goalposts by changing the definitions to exclude biomass would be unfair to cities who invested in biomass and created the infrastructure for closed loop forestry, an industry that supports a robust, locally sourced bio economy.

HPU remains eager to assist in developing the record and implementing rules that would support both HPU’s innovative independence in the biomass generation industry and the carbon-free energy standards enacted by the Legislature. We thank the Commission, Staff, and all commenters for a robust examination of biomass and especially for their attention to the complexities of compliance in what is otherwise a very simple fuel. As biomass is not a ‘one size fits all’ approach, HPU supports moving forward with a starting point while allowing for further development of the record and on-going stakeholder engagement.

*Therefore, HPU kindly encourages the Commission to adopt the following Decision Options as laid out in the staff briefing papers:*

2 Acknowledge both the practicable ambiguity of implementing “Carbon-Free” in the statute and required timeframe reasonably leads to adopting an “eligible energy technology” definition in Minn. § 216B.1691, Subd. 1 (c);



3 Delegate authority to the Executive Secretary to commence record development in a new docket to define sources and requirements for a life-cycle analysis when interpreting and practically applying carbon-free definitions for full and partial compliance consistent with the order;

13 Delegate authority to the Executive Secretary to commence record development in a new docket to define methodologies and analytical requirements necessary to consider net emissions, cumulative emissions, or fuel life cycle emission for partial compliance;

17 Clarify that partial compliance is calculated based on a fuel life-cycle basis considering greenhouse gas benefits relative to alternative waste management methods;

19 Continue to develop the record on the definition and calculation of net market purchases including treatment of systemwide or sub-regional;

21 Require utilities to base the percentage of carbon-free market purchases on applicable sub-regional annual fuel mix;

22.c Require utilities participating in MISO to develop a new or modified MISO market report that indicates the breakdown of MWhs sold in the market that are carbon-emitting and non-carbon-emitting;

23 Further develop record on treatment of sales, purchase, and emissions associated with power purchase agreements, bilateral contracts and market purchases in compliance reporting;

24 Clarify that, as used in the definitions of “environmental justice area,” “area” means “census tract.”

30 Delegate authority to the Executive Secretary to open a Commission facilitated stakeholder workgroup to allow stakeholders an on-going opportunity to discuss the Carbon-Free Standard implementation (HPU looks forward to participating in this workgroup).

HPU thanks the Commission and Staff for the thoughtful Briefing Papers in this docket and all the commenters who have highlighted the complexities of compliance associated with biomass, its unique role in the State’s first renewable energy statute, and its positive impact on the local economy.

Thank you for your consideration of our comments.

Sincerely,



Luke J. Peterson  
General Manager – Hibbing Public Utilities



Item 6.A

Item 6.A



## Item 6.A – Approve August 2024 Interim Financials

September 24<sup>th</sup>, 2024

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

RE: Item 6.A – Approve August 2024 Interim Financials

Dear Commissioners;

Please find attached financials for the month of August.

For the eight months ended August 31st, operating income totals approximately \$1.1 million which compares with income of \$406K for the same period in 2023. The positive income in 2024 vs 2023 is attributable to consistent revenue and decreases in expenses for this time last year. Total change in net position stands at \$2.1 million compared to \$ 1.3 million at this time in last year due to decreases in expenses and slightly lower investment income.

Despite lower than budgeted revenue in 2024 due to a warmer winter, expenses have remained consistent with budget, and cashflow has remained consistent with expectations.

We look forward to answering any questions on these financials at the September 24<sup>th</sup> meeting. Baker Tilly's Bethany Ryers will also be in attendance. Sincerely;



Luke J. Peterson

## **Public Utilities Commission**

Financial Statements and  
Supplementary Information

August 31, 2024 and December 31, 2023

## Public Utilities Commission

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August 31, 2024 and December 31, 2023

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## Accountants' Compilation Report

To the Commissioners of  
Hibbing Public Utilities Commission

Management is responsible for the accompanying financial statements of the Hibbing Public Utilities Commission, which comprise the statements of net position as of August 31, 2024 and December 31, 2023 and the related statements of revenues, expenses and changes in net position and cash flows for the eight months and year then ended, in accordance with accounting principles generally accepted in the United States of America. We have performed compilation engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

Management has elected to omit substantially all the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Accounting principles generally accepted in the United States of America require the following:

- That the component unit, the Laurentian Energy Authority, be blended into the Hibbing Public Utilities Commission's financial statements.
- That the effects of Governmental Accounting Standards Board (GASB) No. 68, *Accounting and Financial Reporting for Pensions* and GASB No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, be considered and included in the financial statements. Management has not adjusted the balances for August 31, 2024 because actuarial information is not yet available.

The items above have not been completed in accordance with generally accepted accounting principles. The effects of these departures from accounting principles generally accepted in the United States of America on financial position, results of operations and cash flows have not been determined.

Management has elected to omit the management's discussion and analysis, pension-related schedules and other postemployment benefit-related schedules that accounting principles generally accepted in the United States of America require to be presented to supplement the financial statements. Such missing information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting and for placing the financial statements in an appropriate operational, economic or historical context.

The accompanying Schedules of Departmental Revenues and Expenses and Budget to Actual Comparison are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

We are not independent with respect to Hibbing Public Utilities Commission.

*Baker Tilly US, LLP*

Madison, Wisconsin  
September 20, 2024

## Public Utilities Commission

### Statements of Net Position

August 31, 2024 and December 31, 2023

	August 31, 2024	December 31, 2023
<b>Assets and Deferred Outflows of Resources</b>		
<b>Current Assets</b>		
Cash	\$ 3,073,308	\$ 2,666,160
Designated cash, other postemployment benefits	250,000	250,000
Investments	34,000,590	34,716,235
Restricted assets:		
Cash held for fuel assistance recipients	6,307	55,566
Cash held for customer deposits	463,365	457,832
Accounts receivable, net of allowance for doubtful accounts of \$156,825 and \$54,000, respectively	1,676,902	2,644,817
Unbilled revenues	2,312,649	2,312,649
Current maturities notes receivable, steam conversion program	44,000	44,000
Current portion of lease receivable	72,763	62,756
Inventories	1,412,900	1,215,047
Prepaid expense	579,162	705,198
Total current assets	43,891,946	45,130,260
<b>Noncurrent Assets</b>		
Restricted assets:		
Bond reserve account	1,147,080	1,114,431
Notes receivable, Steam conversion program	183,296	225,238
Lease receivable	515,321	531,568
Investment in joint venture	906,894	909,029
Regulatory assets	4,107,621	4,031,506
Capital assets:		
Plant in service	161,980,618	160,455,110
Accumulated depreciation/amortization	(95,119,562)	(93,118,712)
Construction work in progress	10,277,184	1,380,975
Total noncurrent assets	83,998,452	75,529,145
Total assets	127,890,398	120,659,405
<b>Deferred Outflows of Resources</b>		
Related to net pension liability	1,096,135	1,096,135
Related to postemployment benefits liability	1,527,956	1,527,956
Related to the purchase of LEA	184,694	213,590
Total deferred outflows of resources	2,808,785	2,837,681
Total assets and deferred outflows of resources	\$ 130,699,183	\$ 123,497,086

## Public Utilities Commission

### Statements of Net Position

August 31, 2024 and December 31, 2023

	August 31, 2024	December 31, 2023
<b>Liabilities, Deferred Inflows of Resources and Net Position</b>		
<b>Current Liabilities</b>		
Accounts payable	1,712,556	\$ 2,417,917
Accrued expenses	103,807	246,305
Due to City of Hibbing	619,018	557,707
Compensated absences payable	330,722	307,985
Current portion of lease liability	203,304	199,867
Current portion of long-term debt, bonds and notes payable	591,939	145,000
Current liabilities payable from restricted assets:		
Third-party advances for fuel assistance	6,307	55,566
Customer deposits payable	463,365	457,832
Total current liabilities	4,031,018	4,388,179
<b>Noncurrent Liabilities</b>		
Compensated absences payable	907,333	880,521
Total post employment liability	16,128,037	16,128,037
Net pension liability	3,478,154	3,478,154
Long-term debt, bonds and notes payable	5,704,719	155,000
Unamortized discount	(1,746)	(2,674)
Lease liability	327,231	447,592
Total noncurrent liabilities	26,543,728	21,086,630
Total liabilities	30,574,746	25,474,809
<b>Deferred Inflows of Resources</b>		
Related to net pension liability	1,263,352	1,263,352
Related to postemployment benefits liability	4,207,334	4,207,334
Related to leases	588,084	594,324
Total deferred inflows of resources	6,058,770	6,065,010
<b>Net Position</b>		
Net investments in capital assets	71,297,889	68,725,035
Restricted for debt service	161,984	161,984
Unrestricted	22,605,794	23,070,248
Total net position	94,065,667	91,957,267
Total liabilities, deferred inflows of resources and net position	\$ 130,699,183	\$ 123,497,086

## Public Utilities Commission

Statements of Revenues, Expenses and Changes in Net Position  
Eight Months Ended August 31, 2024 and Year Ended December 31, 2023

	August 31, 2024	December 31, 2023
<b>Operating Revenue</b>		
Charges for services	\$ 20,543,095	\$ 30,323,571
Other	404,966	542,764
Total operating revenues	20,948,061	30,866,335
<b>Operating Expenses</b>		
Operation and maintenance	17,323,121	26,774,910
Depreciation and amortization	2,508,476	4,503,029
Total operating expenses	19,831,597	31,277,939
Operating income (loss)	1,116,464	(411,604)
<b>Nonoperating Revenues (Expenses)</b>		
Investment income	992,041	2,039,017
Miscellaneous nonoperating income (expense)	50,210	(80,411)
Equity in net income of joint venture	(2,135)	(621,770)
Interest expense	(51,600)	(47,013)
Total nonoperating revenues (expenses)	988,516	1,289,823
Income (loss) before contributions	2,104,980	878,219
<b>Capital Contributions</b>	3,420	640,245
Change in net position	2,108,400	1,518,464
<b>Net Position, Beginning</b>	91,957,267	90,438,803
<b>Net Position, Ending</b>	\$ 94,065,667	\$ 91,957,267



## Public Utilities Commission

### Statements of Cash Flows

Eight Months Ended August 31, 2024 and Year Ended December 31, 2023

	August 31, 2024	December 31, 2023
<b>Cash Flows From Operating Activities</b>		
Receipts from customers	\$ 21,971,719	\$ 30,313,373
Distribution from joint venture	-	9,041,666
Principal collected from steam conversion loan program	41,942	59,674
Payments to suppliers	(13,593,619)	(26,183,453)
Payments for payroll and benefits	(4,052,825)	(5,499,487)
Net cash from operating activities	4,367,217	7,731,773
<b>Cash Flows From Capital and Related Financing Activities</b>		
Principal payments on long-term debt	(262,684)	(140,000)
Payments for additions to property, plant and equipment	(11,628,238)	(15,415,725)
Payment for purchase of shares of joint venture	-	(759,890)
Proceeds from debt issued	6,259,342	-
Capital contributions received	3,420	717,245
Interest paid	(50,672)	(45,621)
Net cash from capital and related financing activities	(5,678,832)	(15,643,991)
<b>Cash Flows From Investing Activities</b>		
Investments income received	813,541	1,824,909
Investments matured	6,600,000	27,959,295
Investments purchased	(5,738,504)	(25,036,768)
Net cash from investing activities	1,675,037	4,747,436
Net change in cash	363,422	(3,164,782)
<b>Cash, Beginning</b>	3,591,542	6,756,324
<b>Cash, Ending</b>	\$ 3,954,964	\$ 3,591,542
<b>Cash is Presented on the Statements of Net Position</b>		
Cash	\$ 3,073,308	\$ 2,666,160
Designated cash	250,000	250,000
Restricted assets	1,616,752	1,627,829
Total cash and restricted assets	4,940,060	4,543,989
Less noncash equivalents included in restricted assets	(985,096)	(952,447)
	\$ 3,954,964	\$ 3,591,542

## Public Utilities Commission

### Statements of Cash Flows

Eight Months Ended August 31, 2024 and Year Ended December 31, 2023

	August 31, 2024	December 31, 2023
<b>Reconciliation of Operating Income to Net Cash From Operating Activities</b>		
Operating income (loss)	\$ 1,116,464	\$ (411,604)
Adjustments to reconcile operating loss to net cash from operating activities:		
Other nonoperating income (loss)	50,210	(80,411)
Depreciation and amortization	2,508,476	4,503,029
Distributions from joint venture	-	9,041,666
Change in operating assets, deferred outflows or resources, liabilities and deferred inflows of resources:		
Accounts receivable	967,915	(316,069)
Unbilled revenue	-	(256,024)
Other receivable	-	55,555
Inventories	(197,853)	(260,921)
Prepaid expenses	126,036	(655,475)
Receivable for steam conversion loan program	41,942	59,674
Lease receivable	6,240	(594,324)
Regulatory assets	(76,115)	43,620
Deferred outflows of resources	28,896	1,079,580
Accounts payable	(123,390)	(2,065,210)
Compensated absences payable	49,549	208,979
Accrued expenses	(142,498)	(18,466)
Due to City of Hibbing	61,311	(1,120,985)
Third-party advances for fuel assistance	(49,259)	(43,588)
Customer deposits payable	5,533	43,987
Accrued post employment benefits	-	(479,316)
Net pension liability	-	(1,155,065)
Deferred inflows of resources	(6,240)	153,141
Net cash from operating activities	<u>\$ 4,367,217</u>	<u>\$ 7,731,773</u>
<b>Noncash Capital and Related Financing Activities</b>		
Unrealized gain on investments	<u>\$ 178,500</u>	<u>\$ 214,108</u>
Noncash capital additions related to the purchase of LEA	<u>\$ -</u>	<u>\$ 3,857,606</u>

## **OTHER INFORMATION**

## Public Utilities Commission

### Schedule of Departmental Revenues and Expenses

Periods Ended August 31, 2024 and December 31, 2023

		Eight Months Ended August 31, 2024				
		Electric	Steam	Gas	Water	Total
<b>Operating Revenue</b>						
Charges for services		\$ 11,449,549	\$ 1,595,206	\$ 5,582,038	\$ 1,916,302	\$ 20,543,095
Other operating revenues		242,391	65,898	57,721	38,956	404,966
Others						
Total operating revenues		11,691,940	1,661,104	5,639,759	1,955,258	20,948,061
<b>Operating Expenses</b>						
Operation and maintenance		11,457,746	1,667,370	2,979,116	1,218,889	17,323,121
Depreciation and amortization		1,546,589	365,836	121,630	474,421	2,508,476
Total operating expenses		13,004,335	2,033,206	3,100,746	1,693,310	19,831,597
Operating income (loss)		\$ (1,312,395)	\$ (372,102)	\$ 2,539,013	\$ 261,948	\$ 1,116,464
		Year Ended December 31, 2023				
		Electric	Steam	Gas	Water	Total
<b>Operating Revenue</b>						
Charges for services		\$ 16,491,368	\$ 2,413,350	\$ 8,527,838	\$ 2,891,015	\$ 30,323,571
Other operating revenues		307,047	85,907	89,722	60,088	542,764
Total operating revenues		16,798,415	2,499,257	8,617,560	2,951,103	30,866,335
<b>Operating Expenses</b>						
Operation and maintenance		15,326,259	3,949,754	5,508,515	1,990,382	26,774,910
Depreciation		2,640,215	874,669	370,515	617,630	4,503,029
Total operating expenses		17,966,474	4,824,423	5,879,030	2,608,012	31,277,939
Operating income (loss)		\$ (1,168,059)	\$ (2,325,166)	\$ 2,738,530	\$ 343,091	\$ (411,604)

## Public Utilities Commission

Budget to Actual Comparison  
Eight Months Ended August 31, 2024

	<u>Actual</u>	<u>Budget</u>	<u>Difference</u>
<b>Operating Revenue</b>			
Electric revenue	\$ 11,691,940	\$ 11,587,592	\$ 104,348
Steam revenue	1,661,104	1,703,243	(42,139)
Gas revenue	5,639,759	6,285,008	(645,249)
Water revenue	1,955,258	1,917,068	38,190
	<u>20,948,061</u>	<u>21,492,911</u>	<u>(544,850)</u>
<b>Operating Expenses</b>			
Electric:			
Operation and maintenance	11,457,746	10,963,021	494,725
Depreciation	1,546,589	1,034,636	511,953
	<u>13,004,335</u>	<u>11,997,657</u>	<u>1,006,678</u>
Steam:			
Operation and maintenance	1,667,370	3,066,573	(1,399,203)
Depreciation	365,836	348,700	17,136
	<u>2,033,206</u>	<u>3,415,273</u>	<u>(1,382,067)</u>
Gas:			
Operation and maintenance	2,979,116	3,183,124	(204,008)
Depreciation	121,630	117,126	4,504
	<u>3,100,746</u>	<u>3,300,250</u>	<u>(199,504)</u>
Water:			
Operation and maintenance	1,218,889	1,280,356	(61,467)
Depreciation	474,421	437,144	37,277
	<u>1,693,310</u>	<u>1,717,500</u>	<u>(24,190)</u>
Total operating expenses	<u>19,831,597</u>	<u>20,430,680</u>	<u>(599,083)</u>
<b>Operating Income (Loss)</b>			
Electric	(1,312,395)	(410,065)	(902,330)
Steam	(372,102)	(1,712,030)	1,339,928
Gas	2,539,013	2,984,758	(445,745)
Water	261,948	199,568	62,380
	<u>\$ 1,116,464</u>	<u>\$ 1,062,231</u>	<u>\$ 54,233</u>



Item 6.B

Item 6.B – Approve Call for 2-year Service Contacts as Listed

September 24<sup>th</sup>, 2024

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

RE: Item 6.B – Approve Call for 2-year Service Contracts as Listed

Dear Commissioners;

HPU staff is requesting approval to call for the 2-year Blanket Bids & Quotes for regular services contracted out by the Utility. Staff will again be seeking a 2-year performance period of CY 2025 & 2026 for the following areas of utility operations;

- |                                     |        |
|-------------------------------------|--------|
| 1. Pipefitting (plant only)         | 24-06  |
| 2. Pipefitting (heat crew/external) | 24-07  |
| 3. Millwright                       | 24-08  |
| 4. Boilermaker                      | 24-09  |
| 5. Vacuum Services                  | 24-10  |
| 6. High-Temp Insulation             | 24-11  |
| 7. Electrical Low Voltage           | 24-12  |
| 8. Gravel                           | 24-13  |
| 9. Water Treatment Chemicals        | 24-14  |
| 10. Snowplowing                     | 24-15  |
| 11. HVAC                            | 24-16  |
| 12. Asbestos Removal                | 24-17  |
| 13. Water Testing                   | 24-18  |
| 14. Dig Restoration                 | 24-19  |
| 15. Truck/Backhoe                   | 24-202 |

Sincerely;



Luke J. Peterson





Item 6.C

Item 6.C – Authorize Request for Bids for Project 24-21: Boiler  
Blowdown System Construction

September 24<sup>th</sup>, 2024

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

RE: Item 6.C – Authorize Request for Bids for Project 24-21: Boiler Blowdown System  
Construction

Dear Commissioners;

HPU is requesting Commission authorization to seek bids for HREC's Boiler Blowdown  
System Construction (BBC).

The current blowdown system is failing with multiple issues that are too costly to  
address. HPU sought out Barr Engineering's help in the design of a new blowdown  
system that would be adequate for the needs of Boilers 1-3. This was on the 2024  
budget and the structural work has already been completed for this project.

If approved, the procurement BBC would be as follows:

- Advertisement - September 2024
- Walkthrough – October 2024
- Proposal Due Date – November 2024
- Award Contract

Thank you for your consideration.

Sincerely;



Luke J. Peterson



***Project Manual***  
***Public Bid No. 24-21***

***Boiler Blowdown System***

Hibbing Public Utilities

September 2024

**CERTIFICATIONS PAGE**

PROJECT MANUAL

FOR

**Boiler Blowdown System**

**HPU PUBLIC BID #: 24-21**

**HIBBING PUBLIC UTILITIES COMMISSION**

HIBBING, MN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature:



Typed or Printed Name: Kurt Sobczynski, P.E.

Date: 9/13/2024

License Number: 41973

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**Boiler Blowdown System**  
**HPU Public Bid #: 24-21**

Hibbing Public Utilities Commission

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**CONTRACT DOCUMENTS:**

**PROJECT MANUAL:**

Introductory Information, Bidding Requirements, Contract Forms and Conditions of Contract

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00 52 00	AGREEMENT FORMS
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00 61 13.13	PERFORMANCE BOND FORM
00 61 13.16	PAYMENT BOND FORM
00 61 13.19	WARRANTY BOND FORM
00 72 00	C-700 2018 STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT
00 73 00	C-800 2018 SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT
00 62 11	SUBMITTAL TRANSMITTAL FORM

**Specifications**

1	BLOWDOWN SYSTEM PROJECT
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**\*\*\*\*END OF SECTION\*\*\*\***

**Boiler Blowdown System**  
**HPU Public Bid #: 24-21**

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# INSTRUCTIONS TO BIDDERS

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## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Issuing Office—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a List of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid. Bidders may rely that sets of Bidding Documents obtained in this manner are complete unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms or other sources, or for a Bidder's failure to obtain Addenda if they are not a registered plan holder.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

## **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

### **3.01 MN §16C.285 Responsible Contractor Requirement**

- A. The Owner cannot award a construction contract more than \$50,000 unless the Bidder is a “responsible contractor” as defined in Minnesota Statutes § 16C.285, subdivision 3. A Bidder submitting a bid for the project must verify that it meets the minimum criteria specified in that statute by submitting the Responsible Contractor Acknowledgement with the Bid Proposal. A company owner or officer must sign the Responsible Contractor Acknowledgment under oath verifying compliance with each of the minimum criteria. Bidders must obtain verifications of compliance from all subcontractors. A Bidder must submit signed copies of verifications and certifications of compliance from subcontractors upon the HPU’s request.
- B. A Bidder or subcontractor who does not meet the minimum criteria established in MN Statutes § 16C.285, subdivision 3, or who fails to verify compliance with the criteria, will not be a “responsible contractor” and will be ineligible to be awarded the Contract for the project or to work on this project. Making false statement verifying compliance with any of the minimum criteria will render the Bidder or subcontractor ineligible to be awarded a construction contract for this Project and may result in the termination of a contract awarded to a Bidder or subcontractor that makes a false statement.

## **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A pre-bid conference will not be conducted for this Project.

## **ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE**

### **5.01 *Site and Other Areas***

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

### **5.02 *Existing Site Conditions***

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
  - 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
    - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
    - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
    - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
      - 1) Technical Data contained in such reports and drawings.
  - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the

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General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

#### 5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

1. No other site related documents are available.

#### 5.04 *Site Visit and Testing by Bidders*

- A. Bidder may visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit, the Bidder must not disturb any ongoing operations at the Site.
- B. Bidder shall conduct the required Site visit during normal working hours.
- C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- E. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- F. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

#### 5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on

request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

## **ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

### **6.01 Express Representations and Certifications in Bid Form, Agreement**

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder’s examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

## **ARTICLE 7—INTERPRETATIONS AND ADDENDA**

### **7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.**

### **7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Paul Plombon in writing. Contact information and submittal procedures for such questions are as follows:**

- 1902 E 6th Ave Hibbing, MN 55746 paul.plombon@hpuc.com

### **7.03 Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.**

### **7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.**

## **ARTICLE 8—BID SECURITY**

### **8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents or the unmodified EJCDC version of the same form.**

### **8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner’s damages in the case of a damages-form bond. Such forfeiture will be Owner’s exclusive remedy if Bidder defaults.**

### **8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.**

- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.
- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such

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substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

## **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed.
  - B. Paper bids, if applicable, must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form.
  - C. A Bid price must be indicated for each section, bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - D. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 When submitting a paper bid, if Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 When submitting a paper bid, all names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e mail addresses and telephone number for communications regarding the Bid must be shown.

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- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

#### **ARTICLE 13—BASIS OF BID**

##### **13.01 Unit Price/Time and Materials**

- 13.02 Bidders must submit a Bid on a unit price/time and materials basis for each item of Work listed in the unit price section of the Bid Form.
- A. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- B. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### **ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid. Paper bids, if applicable, must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted. Paper bids that are not accepted will be returned to the Bidder unopened.

#### **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and

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substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. A tabulation of the total amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. For the determination of the apparent low Bidder(s), the Bids will be compared on the basis of the sum of the base bid and Alternatives A, B and C.
  - C. For the determination of the apparent low Bidder(s) when additional alternate(s) to Alternative A, B and C are submitted, Bids will be compared on the basis of the sum of the base bid and Alternative A, B, and C, without consideration of the additional alternate(s) selected by the Owner for award.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### **ARTICLE 19—BONDS AND INSURANCE**

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and

insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 20—SIGNING OF AGREEMENT**

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### **ARTICLE 21—SALES AND USE TAXES**

- 21.01 Hibbing Public Utilities is a tax-exempt entity. An ST3 will be provided upon request.

#### **ARTICLE 22—CONTRACTS TO BE ASSIGNED**

#### **ARTICLE 23—22.01 NO SUPPLEMENTARY CONDITIONS IN THIS ARTICLE.**

Items to Be Submitted with the Bid  
for  
**Boiler Blowdown System**  
**HPU Public Bid #: 24-21**  
Hibbing Public Utilities Commission  
Hibbing, MN

# **BID FORMS**

## **Boiler Blowdown System HPU Public**

**Bid #: 24-21**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Conditions.

### **ARTICLE 1—OWNER AND BIDDER**

- 1.01 This Bid is submitted to: Hibbing Public Utilities Commission, 1902 E. 6th Avenue, Hibbing, MN 55746. Refer to the Advertisement for Bids for submittal location, format, and deadline for consideration.
- 1.02 This bid form is provided for Bidders use. Sealed bids must be submitted to Hibbing Public Utilities Commission.
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### **ARTICLE 2—ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security; Section 00 43 13
  - B. Section 00 45 11 Responsible Contractor Verification and Certification of Compliance Prime Contractor Bid Form Attachment of this Project Manual.

### **ARTICLE 3—BASIS OF BID**

- 3.01 Unit Price Bids
- 3.02 Bidder will perform the Work listed in the Bid Schedule at the indicated unit prices.
  - A. Bidder acknowledges that:
    - 1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead, profit, per diem, expenses, tooling, consumables and taxes for each separately identified item, and
    - 2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents, and
    - 3. The Bidder will not modify the Bid Schedule, any exceptions shall be included in the Alternatives & Exceptions on page 00 41 00-8

### **ARTICLE 4—TIME OF COMPLETION**

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- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 61 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.01 Bidder’s Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given the Hibbing Public Utilities written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 Bidder's Certifications

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.



BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Phone:

Email:

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No.: (if applicable)

\_\_\_\_\_

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## Bid Schedule

All items and services as specified and described or required in complete compliance with the Specifications for **Public Bid No 24-21**. The estimated hours for each task are based on previous experience of the Utility with this unit and will be used by the bidders for their estimates.

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<b><u>BASE BID</u></b>				
Task	Unit	Quantity	Bid Unit Price (all-inclusive see Article 3)	Subtotal \$
Turbine disassembly & clean	Hrs.	1250		
Turbine inspection	Hrs.	625		
Turbine reassembly	Hrs.	1250		
Generator disassembly & clean	Hrs.	50		
Generator inspection	Hrs.	250		
Generator electrical testing	Hrs.	100		
Generator reassembly	Hrs.	500		
Auxiliary equip clean & inspect	Hrs.	400		
Startup Checks and Support	Hrs.	100		
I&C Termination, Calibration, & Installation	Hrs.	40		
Remove, salvage and reinstall insulation	Lump sum	1		
Total				

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## **Alternates**

The estimated hours are the additional work outside of the base bid that may be needed to install, repair, and realign the components specified in the Optional Work section of the Specification. Award of these alternate items will be determined as the base bid work progresses. There is no guarantee any or all of the Alternate Work Items will be awarded. The estimated cost for subcontractors and materials shall be entered in the appropriate column. The total cost shall be the estimated hours times the hourly rate added to the estimated cost for the subcontractors and materials.

Additional Alternate Work	Est.Hours <b>(A)</b>	Rate <b>(B)</b>	Sub-Contractor & Material <b>(C)</b>	Total \$ <b>(A X B) +C</b>
Alternate A Rotor /Diaphragm Repair, Rotor Balance	80			
Alternate B Turbine/Generator Bearing Repair	96			
Alternate C Packing Replacement	96			

### **Alternates or Exceptions**

The undersigned bidder proposes the following Alternates or Exceptions to the Specifications of **Public Bid No. 24-21**, which Alternates or Exceptions are permitted by the said Specifications.

Any price changes related to the said Alternates or Exceptions are specifically stated herewith. Supplementary data submitted with the Proposal describes the Alternates or Exceptions in detail.

<u>Alternate or Exception</u>	<u>Price Change</u> <u>(Show + or - )</u>
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### **Construction Schedule**

The Contract will be completed on the following schedule:

1. The area where construction is to take place will be available on an agreed upon time with the contractor and HPU.
2. All of the bid items will be complete on 3/3/2025, barring any unforeseen circumstances or defects discovered during the any inspection.

## BID SECURITY FORM

<b>Bidder</b> Name: _____ Address <i>(principal place of business)</i> : _____	<b>Surety</b> Name: _____ Address <i>(principal place of business)</i> : _____
<b>Owner</b> Name: Hibbing Public Utilities Commission Address <i>(principal place of business)</i> : 1902 E. 6th Avenue Hibbing, MN 55746	<b>Bid</b> Project <i>(name and location)</i> : <b>Boiler Blowdown System</b> <b>HPU Public Bid #: 24-21</b>  Bid Due Date: _____
<b>Bond</b> Penal Sum: _____ Date of Bond: _____	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

## PRIME CONTRACTOR BID FORM ATTACHMENT

PROJECT NUMBER: 24-21

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the bid form submitted for this project. A bid form received without this form, may be rejected.

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- |     |  |
|-----|--|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none"><li>(i) Follows workers' compensation and unemployment insurance requirements.</li><li>(ii) Follows Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees.</li><li>(iii) Has a valid federal tax identification number or a valid Social Security number if an individual; and</li><li>(iv) Has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.</li></ul>   |
| (2) | <p>The contractor or related entity follows and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"><li>(i) Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period.</li><li>(ii) Has been issued an order to comply by the commissioner of Labor and Industry that has become final.</li><li>(iii) Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees.</li><li>(iv) Has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27.</li><li>(v) Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or</li><li>(vi) Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties; *</li></ul> |

This document is a MODIFIED version of the MnDOT Responsible Contractor Verification and Certification of Compliance form

Hibbing Public Utilities

RESPONSIBLE CONTRACTOR VERIFICATION AND  
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(3)	The contractor or related entity follows and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order; *
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office; *
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification; *
	*Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

This document is a MODIFIED version of the MnDOT Responsible Contractor Verification and Certification of Compliance form

Hibbing Public Utilities

RESPONSIBLE CONTRACTOR VERIFICATION AND  
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Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

**CERTIFICATION**

**By signing this document, I certify that I am an owner or officer of the company, and I certify under oath that:**

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and follows Minn. Stat. § 16C.285, and**
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer:

Printed Name:

Title:

Date:

**Company Name:**

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

**\*\*\*\*END OF SECTION\*\*\*\***

This document is a MODIFIED version of the MnDOT Responsible Contractor Verification and Certification of Compliance form

Hibbing Public Utilities

RESPONSIBLE CONTRACTOR VERIFICATION AND  
CERTIFICATION OF COMPLIANCE

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Items to Be Executed After Bid Opening  
for  
Boiler Blowdown System  
**HPU Public Bid #: 24-21**  
Hibbing Public Utilities Commission  
Hibbing, MN

## NOTICE OF AWARD

Date of Issuance:

Owner: Hibbing Public Utilities Commission      Owner's Project No.: 24-21  
Engineer: Barr Engineering      Engineer's Project No.: 23692705  
Project: Boiler Blowdown System  
Contract Name:  
Bidder:  
Bidder's Address:

You are notified that Owner has accepted your Bid dated \_\_\_\_\_ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Blowdown System Construction

The Contract Price of the awarded Contract is \$\_\_\_\_\_. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

\_\_\_\_\_ unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [number of copies sent] counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Deliver to Owner executed Section 00 51 11 "ADDITIONAL SUBCONTRACTORS LIST" in accordance with Minn. Stat. 16C.285 subd.3 Subclauses (1) to (7). Delivery is a condition precedent to execution of this contract and failure to submit this form shall be cause for the Owner to cancel Award of Contract and declare your Bid security forfeited.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Hibbing Public Utilities Commission

By (*signature*): \_\_\_\_\_

Name (*printed*): \_\_\_\_\_

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

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Hibbing Public Utilities  
October, 2024

NOTICE OF AWARD  
PAGE 00 51 00-1

**RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE**

**ATTACHMENT A-1**

**FIRST-TIER SUBCONTRACTORS LIST**

**SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT**

**PROJECT NUMBER: 24-21**

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

<b>FIRST TIER SUBCONTRACTOR NAMES*</b> <b>(Legal name of company as registered with the Secretary of State)</b>	<b>Name of city where company home office is located</b>

\*Attach additional sheets as needed for submission of all first-tier subcontractors.

<b>SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1</b>	
By signing this document, I certify that I am an owner or officer of the company, and I certify under oath that: All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
<b>Authorized Signature of Owner or Officer:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Date:</b>
<b>Company Name:</b>	

**ADDITIONAL SUBCONTRACTORS LIST  
ATTACHMENT A-2  
ADDITIONAL SUBCONTRACTORS LIST**

**PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT  
PROJECT NUMBER: 24-21**

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. ...

<b>ADDITIONAL SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)</b>	<b>Name of city where company home office is located</b>

\*Attach additional sheets as needed for submission of all additional subcontractors.

<b>SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2</b>	
<b>By signing this document, I certify that I am an owner or officer of the company, and I certify under oath that: All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</b>	
<b>Authorized Signature of Owner or Officer:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Date:</b>
<b>Company Name:</b>	



Item 6.D

Item 6.D – Authorize Proposal 24-03 TG#6 Major Inspection  
Change Order-01 for parts and Materials in the amount of \$75,00

September 24<sup>th</sup>, 2024

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

RE: Item 6.D – Authorize Proposal 24-03 TG#6 Major Inspection Change Order-01 for  
parts and Materials in the amount of \$75,00

Dear Commissioners;

HPU is requesting Commission authorization for Change Order 01 to Proposal 24-03  
for parts and materials in the amount of \$75,000. The Change Order is broken down  
as follows:

• Rotor Repair	\$0
• Diaphragms/Curtis Ring	\$0
• Packing	\$10,000
◦ (4) Rings, (32) Springs, (4) Pins	
• Control Valve	\$15,000
◦ Valve/Stem, Seat, Key, Bushings	
• TNT Valve	\$15,000
• Plugs for Hand Valves (5 Total)	\$5,000
• Oil Seals	\$6,000
• Thrust Thermocouples	\$500
• Oil Pump Seals	\$1,500
• Speed Pickup Ring	\$3,000
• Inlet and Joint Bolting	\$2,000
• Governor Control at PSI	\$10,000
• Steam Driven Oil Pump	\$2000
◦ Packing, Bearings, Seals, Bushings	
• Labor for above approximately	\$5000

Thank you for your consideration.

Sincerely;



Luke J. Peterson





Item 6.E

Item 6.E

Item 6.E – Approve Wesco for Substation Project Fuse Mounts and Fuses at Ansley and First Ave. sites in the Amount of \$33,339.

September 24<sup>th</sup>, 2024

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

RE: Item 6.E – Approve Wesco for Substation Project Fuse Mounts and Fuses at Ansley and First Ave. sites in the Amount of \$33,339

.

Dear Commissioners;

HPU solicited quotes for the fuses and fuse mounts required on projects starting this fall at our 1<sup>st</sup> Ave. & Ansley Substation locations.

Staff received two quotes from vendors and would like to recommend Wesco as they have better lead times and don't compromise our planned timeframe to energize the new substation sites later this fall.

	Price	Lead Time
<b>Wesco</b>	\$33,339.00	12-15 Weeks
Irby	\$32,547.60	36-42 Weeks

Sincerely;



Luke J. Peterson



**WESCO**  
DISTRIBUTION®

5554 Enterprise Dr.  
218-749-2760  
Virginia MN 55792

### Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS\\_AND\\_CONDITIONS\\_OF\\_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: HIBBING PUBLIC UTILITIES  
1902 6TH AVE E  
  
HIBBING MN 55746

Date: 08/23/24  
Branch: 7654  
Project Number: QUOTE  
Project Name S&C  
Quoted To:  
Date of Your Inquiry: 08/23/24  
When ordering please refer  
to Quotation Number: 104958

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
10	6	DR S&C*192323-SP**FUSE MOUNTS 2-3 WEEK LEAD TIME	4070.000	E	24420.00	0.00		09/06/24
16	9	S&C*823300**FUSES 9 ON ORDER. NOT SHIPPING UNTIL 12/3 FROM THE FACTORY. ***** ALL ITEMS NON-CANCELABLE NON-RETURNABLE SUBJECT TO PRIOR SALE PLUS FREIGHT	991.000	E	8919.00	0.00		09/06/24
SUB-TOTAL					33339.00			
TOTAL					33339.00			

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer. Prices quoted are subject to adjustment should Duty and Tariff rates change from time of bid/quotation to time of order. WESCO reserves the right to adjust its pricing for Goods affected directly or indirectly by changing duties/tariffs/trade agreements and significant currency fluctuations.  
September 24th, 2024 Hibbing Public Utilities Commission Page 122 of 149



## Quotation

Quote Date	Quote Number
08/23/2024	S014040664

QUOTE TO:  
HIBBING PUBLIC UTILITIES COMMISSION  
PO BOX 249  
HIBBING, MN 55746-0249  
218-262-7700

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

[View Quote Online](#)

Customer Number	Customer Order Number	Job Name	Quoted To		
113796			Joe Peterson		
Salesperson	Ship Via	Freight Allowed	Expiration Date		
Susan K Hillmer	BW BEST-WAY	Yes	09/22/2024 11:59pm CT		
Order Qty	UPC	Description	Price	UM	Ext Amt
9		+SANC 192323-SP FUSE MOUNTING SMD-40 25KV 400E STATION-VERTICAL PORCELAIN INSULATORS 36-40 wks	2424.400	E	21819.60
18		SANC 823300 FUSE UNIT SMU-40 300E STANDARD SPEED 25KV 36-42 wks	596.000	E	10728.00
<b>TERMS &amp; CONDITIONS</b> OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT <a href="http://www.irbyutilities.com/terms">www.irbyutilities.com/terms</a> . ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.				<b>Subtotal</b>	<b>32547.60</b>
				<b>Tax</b>	<b>0.00</b>
				<b>S&amp;H CHGS</b>	<b>0.00</b>
				<b>Total</b>	<b>32547.60</b>

[View Quote Online](#)



Item 6.F

Item 6.F

Item 6.F. – Approve Border States for Substation Voltage Regulator  
Platforms in the Amount of \$41,916.15

September 18, 2024

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

RE: Item 6.F– Approve Border States for Substation Voltage Regulator Platforms in the  
Amount of \$41,916.15

Dear Commissioners;

HPU solicited quotes for regulator platforms required within scope of our substation  
projects at the 1<sup>st</sup> Ave. & Ansley Substation locations.

Sincerely;



Luke J. Peterson



Item 6.C



Item 6.G – Approve Purchase of 2024 digger Derrick Line Truck  
from Sourcewell in the amount of \$474,144.65

September 24<sup>th</sup>, 2024

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

RE: Item 6.G – Approve Purchase of 2024 Digger Derrick Line Truck from Sourcewell  
in the amount of \$474,144.65

Dear Commissioners;

HPU's fleet mechanic, line crew and Director collaborated on reviewing line department fleet items as part of the HPU Fleet replacement program. Last year, staff had identified that the next recommendation for rolling equipment would be the Digger Derrick Truck. The line crew uses this truck to lift, dig and install power poles. This is what sets it apart from other multi use equipment in their fleet. The current digger truck is a 2008 and continues to become less reliable over time. It is needing more regular repairs and maintenance and at times leaving the line crew without a digger for weeks if it needs to be repaired out of town. Staff reviewed specifications for a new digger and would like to recommend moving forward with placing the order now in 2024 and will work with the vendor on opportunities to improve on the lead time if possible. Once the order is placed a fully upfitted digger derrick could take 1-2 years to receive. Currently lead times are looking more promising, closer to just over 1 year.

The total cost of the equipment is \$474,144.65 and we plan to fund this purchase through the annual fleet budget for the following two years in installments. We received a quote for a 2025 Digger Derrick and Kenworth T480 Truck from Sourcewell Contracts 110421-TER & 060920-KTC. Sourcewell is similar to the State of MN Cooperative Venture. Annual bids are collected for many items and contracts awarded to the lowest bidders to create a more efficient process for purchasers and also guarantees lowest dollar amount for qualified bidders. Purchasing through Sourcewell satisfies our bidding requirements as a public entity.

In conclusion, I strongly believe that the Digger Derrick Truck will be a valuable asset to our organization. I highly recommend its purchase and look forward to your approval.

Sincerely;



Luke J. Peterson





## CUSTOMER ORDER ACKNOWLEDGEMENT

Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

**Date:** 16-JUL-2024      **Quote Number:** QU32106-TU-V2      **Unit:** C5048  
**Sourcwell Contract Number:** 110421-TER

**Hibbing Public Utilities**  
1902 6th Ave E  
Hibbing , MN 55746

**Baseline Price:**      \$329,922.00

FET (If Applicable):      \$593.65

**Grand Total Each:**      **\$330,515.65**

This written description and attached specifications have been produced by Terex USA, LLC dba Terex Utilities and shall not be released, disclosed, nor duplicated without the written permission of Terex USA, LLC dba Terex Utilities, Inc.

Prices are subject to change until shipment. Applicable taxes and any applicable surcharges to be added. Taxes, shipping, handling and lead times are estimates and subject to change. Quoted prices are based on total package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. **Chassis price based off current pricing available at time of quote. Pricing is subject to change based on vehicle sourcing; final price to be confirmed prior to time of invoice.** Chassis payment is due within 30 days of chassis receipt at our facility. Quote withdrawn after 60 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident. For roadside assistance call 1-800-448-7825.

Terex-purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage \$550 cap FEX applies. For roadside assistance call 1-800-FTL-HELP.

### Notes:

- 1) Delivery Terms are CPT - 2020 .  
- Delivery to customer included.
- 2) Payment Terms are Net 30 Pending Approval .
- 3) Delivery days from receipt of order shall be 520-720 Days .

**Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale.**

Buyer agrees that it shall not export or re-export Terex equipment or parts, technology, information or warranty related services directly or with its knowledge indirectly into: (a) Russia, Belarus or the following regions of Ukraine: Crimea, Sevastopol, Donetsk People's Republic (DNR), Luhansk People's Republic (LNR), Kherson and Zaporizhzhia; or (b) Iran, Cuba, Syria or North Korea without first obtaining written approval from Seller.

### Terex USA, LLC dba Terex Utilities

**Project Leader:**      Jason Tvedt

**Account Manager:**      Erik Dahl

Accepted By: \_\_\_\_\_  
PO Number: \_\_\_\_\_  
Quantity: \_\_\_\_\_  
Grand Total: \_\_\_\_\_  
Date: \_\_\_\_\_



RIHM KENWORTH

4501 Tower Ave  
Superior WI 54880  
Phone: (715) 395-5350

QUOTE

Date: 07/23/2024  
Quote#: DE-12410  
Type: Cash  
Salesperson: Chuck Rupar

Bill To: 237172  
HIBBING PUBLIC UTILITIES PO BOX 249  
PO BOX 249  
HIBBING MN 55746-0249  
P:(218) 262-7700

Ship To:  
HIBBING PUBLIC UTILITIES PO BOX 249  
PO BOX 249  
HIBBING, MN 55746-0249

Stock#: T480Digger VIN:Order Out	Price:	\$141,679.00
New 2025 KENWORTH T480		
Added Freight (driver, fuel, chase driver) from Body Co to Rihm KW, MN DOT, engine and transmission programming for proper PTO operation		\$1,750.00
	<b>Total Price</b>	<b>\$143,429.00</b>
	Admin Fees	\$200.00
	<b>Total</b>	<b>\$143,629.00</b>

\*Pricing based on Sourcewell Kenworth Trucks Contract 060920-KTC as per July 2023 Update  
The vehicle covered by this order is NEW and the written Manufacturer's Warranty delivered to the purchaser with such vehicle shall apply.

Price does not include applicable taxes

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

Purchaser's Signature	07/23/2024 Date	Sales Representative
		Manager



Item 6.H

Item 6.H – Accept Proposal from Abdo Inc. for 24-04:  
Compensation and Classification Study in the amount of \$47,000

September 24<sup>th</sup>, 2024

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

RE: Item 6.H – Accept Proposal from Abdo Inc. for 24-04: Compensation and  
Classification Study in the amount of \$47,000

Dear Commissioners;

Recently staff issued an RFP for a Compensation and Classification Study. We directly issued the RFP to a handful of vendors and also posted on League of MN Cities Marketplace. We received two proposals by the due date.

- Abdo - \$47,000
- Flaherty and Hood - \$49,500

Both offered great information regarding assisting HPU in reviewing job descriptions, doing market, regional and local comps for wage and benefits and collaborating on reclassifying jobs if necessary. They both would also be able to assist in other organizational matters like composition of crews and work groups, identifying bottle necks in workflow and creating an updated version of our organizational chart. The biggest difference between the two proposals was the timeframe in which the work would be completed. Flaherty and Hood would require an additional 20 weeks. One of the goals is to have good data and share with our union leadership prior to negotiations to ensure a very open and transparent process of making any needed changes that could be recommended by our consultant hired through this RFP process.

HPU staff and Local 94 leadership completed the scoring process for the RFP's and Abdo was the highest score and lowest dollar proposal. I would like to recommend hiring Abdo to complete the Compensation and Classification Study for HPU in the amount of \$47,000.

Sincerely;



Luke J. Peterson



Item 6.I

Item 6.I

Item 6.I – Accept Proposal from Ohman Industries for 24-05: TG#3  
Rotor Repair in the amount of \$189,300

September 24<sup>th</sup>, 2024

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

RE: Item 6.I – Accept Proposal from Ohman Industries for 24-05: TG#3 Rotor Repair in  
the amount of \$189,300

Dear Commissioners;

For your consideration, Hibbing Public Utilities has received a proposal for the Rotor Repair of our Turbine #3 under a procurement that was conducted on a “best value” basis. This is to recertify the turbine as operational and to be put back in use according to FM Global. The proposal deadline was September 23<sup>rd</sup> at 1000. The one proposal from Ohman Industries was evaluated by our contract committee for best value. Our recommendation is to award the Rotor Repair to Ohman Industries in the amount of \$189,300. This price includes disassembly, inspections, and re-assembly. Repair recommendations may come in the form of change orders.

Please see the attached proposal.

Thank you for your consideration.

Sincerely;



Luke J. Peterson



# Proposal

Ohman Industries Inc.  
34880 U.S. Hwy. 2  
Grand Rapids, MN 55744

Date: 9/19/2024

**Proposal Submitted To:** Hibbing Public Utilities

**Jobsite Address:** 1832 E. 6th Ave. Hibbing, MN

**Job Name:** Turbine #3 Rotor Repair

Description			Value
Labor			\$132,300
Consumables, Tools, Trucking			\$27,000
Engineering			\$25,000
Bond			\$5,000
<b>Total</b>			<b>\$189,300</b>

**We Propose,** to furnish supervision, labor, tools, and equipment in complete accordance with the above description.

**Acceptance of Proposal:** The above prices and description are satisfactory and are hereby accepted.

\_\_\_\_\_  
Signature

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

Respectfully,

James Ohman-President

### Turbine #3 Major Rotor Repairs

Job Description	Supervision Hours (\$150/per hour)	Millwright Hours (\$105/per hour)	Laborer Hours (\$80/per hour)	TOTALS
Disassembly	80	300		\$44,100.00
Inspections	80	300		\$44,100.00
Re-Assembly	80	300		\$44,100.00
			<b>Labor Total</b>	<b>\$132,300.00</b>
Consumables				\$10,000.00
Tools				\$5,000.00
Engineering support				\$25,000.00
Trucking				\$12,000.00
				<b>\$52,000.00</b>
Bond				<b>\$5,000.00</b>
			<b>Grand Total</b>	<b>\$189,300.00</b>



## **A. Experience or approach**

We have had extensive experience working with public entities at both Virginia and Hibbing. With turbine overhauls, there are unknowns until the unit is disassembled and inspected. That portion of the project takes place on an expedited basis to allow the maximum amount of time to perform any necessary repairs or procure replacement parts. We have developed relationships with responsible suppliers that we have been able to rely on for both repairs. We can also provide alternatives to the owner when there are timing and budget constraints.

## **B. Risk Minimization**

Most of our turbine experience has been with units operating in the MISO market, so we are aware of the accreditation issues involved. Our process is to identify repairs early and present options to the owner. With that presentation are the costs and timing of said repairs. It then becomes the decision of the owner concerning the risk/reward of the different options. When necessary, we have worked extended hours to compress the schedule when off-site repairs have taken longer than anticipated. In today's business environment, unless there are totally unforeseen repairs, required 8-week overhauls (56 days) are reasonable.

## **C. Customer Satisfaction**

We have performed work at virtually all Minnesota Power Facilities and performed overhauls at Hibbing and Virginia. Your satisfaction can be judged on your direct experience with Ohman Industries at Hibbing in performing both planned and unplanned work.

## **D. Technical Abilities**

We have worked with various insurance companies as well as with many of the OEMs to say that we follow industry best practice for overhauls.

Over the past three years we have performed turbine work at:

City of Hibbing

Minnesota Power – Boswell Units 3 & 4

Minnesota Power – Hibbard Units 3 & 4

Minnesota Power – Laskin Units 1 & 2

Contracts are available upon request

We generally provide the owner information on which to base decisions by taking in their mode of operation (base versus cycling), fuel costs, budgets, future outages schedules, etc.

### **E. Key Personnel**

Jim Ohman

- Owner – Ohman Industries
- 22 Years Experience
- Millwright services on a variety of rotating equipment from turbines, pumps, fans, conveyors, crushers as well as boiler rotating grates, traveling screens

Marc Maeder

- 25 Years Millwright Experience
- Works as Millwright General Foreman/Supervisor
- Has worked for many different companies around the country

Jim Ohman

- Mechanical Engineer
- 45 Years Experience in Minnesota Power Generation
- About 75 Turbine overhauls for both Minnesota Power as well as other customers
- Very experienced at planning, scheduling and budgeting



Item 7.A

Item 7.A – Update on the Superintendent of Electrical and Instrumentation Position

September 24<sup>th</sup>, 2024

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

RE: Item 7.A - Update on the Superintendent of Electrical and Instrumentation Position

Dear Commissioners;

HPU General Manager Luke Peterson will be providing a verbal update to the Commission regarding HPU's search for a qualified applicant for the Superintendent of Electrical Maintenance and Instrumentation. This position description and posting was approved by the Commission at the July 23<sup>rd</sup> Commission Meeting.

Sincerely;



Luke J. Peterson



Item 7.B

Item 7.B

Item 7.B – Approve Posting for Apprentice Lineman Position

September 24<sup>th</sup>, 2024

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

RE: Item 7.B – Approve Posting for Apprentice Lineman Position

Dear Commissioners;

HPU Management is requesting permission to post internally and externally for an Apprentice Lineman Position. This hiring will bring our current line crew to 7 workers to address construction and perform additional feeder rebuilds. This will provide a cost savings over contracting the same work.

Sincerely;



Luke J. Peterson

## Hibbing Public Utilities

### Position Description

<b>Title</b>	Line Worker - Apprentice
<b>Classification</b>	Non-Exempt
<b>Department</b>	Electric Distribution
<b>Job Class</b>	13

**Date of last evaluation**

**Points Total**

**Commission Approved** February 27, 2024

**Supervisor:** Electrical Operations Director, Line Crew Leader, Assistant Line Crew Leader

**Supervisory Responsibility:** None

**Work Environment** Works on energized equipment and lines up to 23 kV, rubber gloving and with hot sticks. Works in confined space areas, works with power outages in all weather conditions. Required to be on stand-by duty rotation.

**Equipment:** Operates aerial line truck, digger derrick, dump truck, pick-up, backhoe, trencher, forklift, and other heavy mobile equipment. Also operates appropriate test equipment, and all appropriate line worker hand, power tools, and equipment.

**Work Hours:** Monday to Friday, 7:00 am to 3:30 pm, may be required to be on standby duty rotation

**Overview:** Installs, repairs, and maintains all power transmission lines, distribution-overheads and undergrounds, transformers and related equipment, substations and street lighting systems in area served by the Public Utilities.

#### **Duties:**

- Receives instructions from supervisor, office, Line Crew Leader
- Receives wiring diagrams, specifications, and instructions covering emergency repair, installation, or inspection work to be performed.
- Interprets prints and wiring diagrams to locate and install circuits and equipment to determine material or replacement needs and a logical approach to troubleshooting and repair work.
- Plans working procedure for job as follows: Observes all safety precautions and the proper isolation of circuits to cause a minimum of interference to operations. Determines necessary tools and materials. Plans and performs work requiring a general working knowledge of electrical principles, wiring specification codes, properties of various materials and wiring specification codes, properties of various materials and principles of operation and applications of power transmission lines, transformers, circuits breakers, switch gears, and other related equipment, voltage regulators, capacitor
- Located sources of trouble by tracing and testing circuits and inspection for faulty operations. Isolates circuits, dismantles, inspects, repairs, and adjusts or replaces faulty parts and wiring on transmission lines or equipment. Works in close proximity to live high-tension lines. Works on hot lines. Works overhead on poles and buckets. Operates digger derrick to dig holes; erect poles; and installs cross arms, insulators, pole hardware, pole transformers, etc.
- Installs conduit, fitting, fixtures, and wiring. Makes electrical connections as required for new installations or replacement of facilities. Makes all required connector joints and splices for rubber or lead covered cable 25kV to120v.
- Installs street lighting. Digs trenches, lays cable, erects standards, connects leads and power. Installs feeders and lights. Handles lighting complaints, checks tests and repairs. Trouble shooting URD faults
- Maintains and rebuilds substations, changes transformers voltage regulators and auxiliary equipment.
- Remove and installs overhead wire, place on reels and store. Installs underground wiring and pad-mounted transformers.

- Operates line equipment to assist other crews.
- Keeps work areas in clean and orderly condition.
- Competent person for excavating.
- Vegetation management – line clearances, tree trimming, removal of trees on energized lines
- Public relations – disconnecting (especially non-pay disconnects), reconnecting, and installation
- Primary and current metering
- Snow removal
- Lawn mowing
- PCP's in transformer and clean-up, etc.

Qualifications (Minimum): Graduate from an accredited Line School, or the ability to within 6 months. Qualified per OSHA Standard 1910.269 including but not limited to CPR/First Aid, pole top and bucket rescue, pole climbing to Level 3, etc.

#### **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**

- Graduate from an accredited Line School, or the ability to graduate in Spring 2024

#### **Preferred Education and Experience**

- Completion of a State of MN accepted apprenticeship program
- Qualified Electrical Worker per OSHA Standard 1910.269 including but not limited to CPR/First Aid training, pole top and bucket rescue, pole climbing to Level 3, etc.
- Over 3 years journeyman level experience in distribution construction and maintenance, with substantial distribution experience

#### **Minimum qualifications**

- Class A Driver license A with air brake endorsement, or the ability to obtain within 6 months

#### **Physical Requirements**

- Regularly travels to job sites and operates heavy equipment and is also exposed to vehicular traffic when working on road shoulders.
- Frequently lifts material weighing up to 70 pounds.
- Occasionally lifts and carries materials weighing up to 50 pounds and up to 75 pounds while in a truck bucket.
- Occasionally lifts materials or tools overhead of up to 25 pounds.
- Frequently performs physical labor requiring twisting, pushing, pulling, bending, kneeling and crawling movements.
- Occasionally positioning self in awkward positions while in a truck bucket.
- Occasionally climbs on equipment and trucks, uses a bucket trucks and climbs utility poles with belt and hooks, exposed to high places.
- Frequently grips and grasps tools and equipment to perform field duties. Significant force exerted on occasion for crimping connectors / objects or other tasks.
- Regularly exposed to heavy equipment machinery and other equipment with moving parts and loud noise.
- Occasionally operates vibrating tools such as chain saws for extended periods.
- Frequently works with computer for receiving work/service orders and to find map locations.
- Frequently communicates via radio or phone while performing work.
- Occasionally exposed to various chemicals used on materials and equipment.



**Safety**

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

- Frequently in vicinity of high voltage electricity. Able to wear FR protective clothing and footwear.
- Frequently works from heights on ladders or in a bucket truck. Able to wear fall arrest equipment while working from a truck bucket.
- Occasionally exposed to heavy equipment machinery and other equipment with moving parts and loud noise.
- Occasionally exposed to various hazardous chemicals.
- Travels to job sites and frequently exposed to vehicular traffic while working near roads.
- Frequently exposed to extreme weather / temperature conditions.

**Signatures**

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

General Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Employee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Item 7.C

Item 7.C

Item 7.C – Declare Vacancy and Approve Posting of a Human Resources Coordinator

September 24<sup>th</sup>, 2024

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

RE: Item 7.C – Declare Vacancy and Approve Posting of a Human Resources Coordinator

Dear Commissioners;

With the recent resignation of our facilities and safety coordinator, I would like the Commission to consider a rebranded version of that role at HPU. After careful consideration, it made sense to utilize some internal resources to share responsibilities for facility needs and have a stronger focus be on Occupational Health and Safety. With the renewed focus the individual would be responsible for managing pre-employment screenings and physicals, our drug and alcohol screening program, all aspects of Work Comp cases and claims, overseeing MMUA's safety training program, creating safety training for departmental needs and managing the apprenticeship program. This individual would also be cross trained into payroll and benefits administration and be able to fill in for our other human resources coordinator when they are away from work.

I would like to recommend the Commission declare a vacancy for a Human Resources Coordinator – Occupational Health and Safety and approve posting beginning September 25, 2024 and approve the enclosed job description.

Sincerely;



Luke J. Peterson

## Hibbing Public Utilities Position Description

**Title** Human Resources Coordinator – Occupational Health and Safety  
**Classification** Exempt  
**Department** Utility Resources

**Date of last evaluation**  
**Points Total**  
**Commission Approved**

**Supervisor:** Utility Resources Manager

**Supervisory Responsibility:** None

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

**Overview:** This position, plans, directs, manages, and coordinates human resources programs and confidential activities of the Hibbing Public Utilities Commission. The programs are part of the occupational health and safety functions. This position assists applicants and employees with pre-employment and other required occupational health and safety needs. They also coordinate the safety and training programs at HPU.

### **Duties:**

**HUMAN RESOURCES** – performs human resources programs including but not limited to:

- Creates and updates health and safety policies to comply with legal standards and best practice
- Prepares FMLA documentation and tracks FMLA usage
- Schedules random and pre-employment drug testing and receives results
- Works closely with HPU management on various occupational health needs and schedules appointments for employees
- Manages the incident reporting program, logging workplace injuries and illnesses
- Develops and maintains an employee wellness program to promote overall employee health and well being
- Assists the Utility Resources work group in new employee training and onboarding

### **Manages the Functional Joint Apprenticeship Committee program**

- Acts as the chair of the Committee
- Creates agendas, meetings minutes and all other documents for the review process
- Works closely with the Department of Labor and Industry on entering new apprentices in their portal and participates annual compliance reviews
- Assists managers in creating apprenticeship program curriculum
- Orders apprenticeship books
- Reviews monthly apprenticeship timesheets and book work for compliance
- Assists the committee in reviewing and making recommendations regarding the FJAC standards

### **Manages Workers Compensation program**

- Completes First Report of Injury reports and all other subsequent injury forms and provides information as requested
- Receives reports of work ability and tracks restrictions on duty

- Maintains all yearly and employee work-related injury files
- Serves as contact person for employees, LMC claims adjusters and QRC's
- Monitors open work comp claims
- Assists Managers in coordinating return-to-work and light-duty assignments
- Completes OSHA 300 logs and 300A Summaries for each Utility location

**SAFETY** – Coordinates all safety program activities in conjunction with HPU Management and external vendors:

- Conducts and oversees safety training programs to ensure employees are aware of workplace hazards and safety protocol
- Coordinates the Safety Committee and maintains all records of the committee
- Performs annual OSHA reporting in consultation with Management technical safety recommendations
- Coordinates with HPU Managers and other internal and external safety subject matter experts to ensure that HPU's policies remain in compliance with State, Federal and other local agencies
- Assists Managers with updating and maintaining the Emergency Response plans and conducts drills
- Manages record of annual employee safety training and ensures employees meet annual safety training requirements
- Conducts contractor safety training
- Implements and maintains ergonomics solutions to reduce strain and injury in the workplace

#### **Other Comprehensive Human Resources tasks**

- Assists with developing and revising HPU employee policies
- Ensures compliance with Federal and State poster regulations
- Assists with annual employee driver license verification (CDL and non-CDL)
- Completes employee boiler affidavits for testing
- Monitors all employee boiler, Water Operator, Professional Engineer licenses
- Monitors the HPU Registered Electrical Employer, Master Electrician, and Unregistered Electrician certificates
- Maintains regular communication to keep employees informed about health and safety
- Encourages a culture of safety

#### **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**

- A Bachelor's degree in Human Resources, Occupational Health and Safety, Business Administration or a related field
- OR**
- A minimum of 5 years of relevant experience in lieu of a degree

#### **Required Experience**

Entry Level: 1-2 years of experience in Human Resources, Occupational Health, Safety or a related field  
 Mid Level: 3-7 years of experience in Human Resources, Occupational Health, Safety or a related field  
 Senior Level: 7+ years of experience in Human Resources, Occupational Health, Safety or a related field

#### **Preferred Experience**

- Certification as a Certified Safety Professional (CSP), Certified Industrial Hygienist (CIH), or similar
- Human Resources Manager Certification

**Additional Eligibility Qualifications**

- Understanding Occupational Safety and Health Administration (OSHA) standards and other relevant laws
- Ability to conduct risk assessments and implement safety measures
- Strong verbal and written communication skills to effectively train and inform employees
- Ability to identify hazards and develop solutions to mitigate risks

**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

---

Signature

---

Date

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

Employee

---

Signature

---

Date