

EAST RANGE WATER BOARD

Regular Meeting

Wednesday, February 15, 2023

City/Town Government Center

Appointed Board Members for City of Aurora: Doug Gregor, Chairman of the Board; David Skelton; Dennis Schubbe;

Appointed Board Members for the Town of White: Jon Skelton, Vice Chairman of the Board; Clark Niemi;

Other Team Members: Luke Heikkila (COA); Kimberly Berens (COA); Jodi Knaus (TOW); Wayne Thuringer (COA); Jim Gentilini (COA); Mike Larson (SEH); Miles Jensen (SEH); Kevin Young (SEH); Mia Thibodeau (Fryberger Law); Shannon Sweeney (David Drown Associates);

AGENDA

1. Call to Order/Roll Call
2. Consent Agenda:
 - a. Approval of January 3, 2023 Regular Meeting Minutes & January 3, 2023 Reorganization Meeting Minutes
 - b. Treasurer's Report -- Fund Balances: Interim Financing: \$318,593.00; Biwabik Fund: \$109,606.87;
Total: \$428,199.87
 - c. Approval of Disbursements
 1. Fryberger Law Firm - \$1,241.50
 2. SEH - \$3,825.00
 3. East Range Times - \$776.25
 - d. Correspondence
 1. LMCIT Coverage Binder for Property/Casualty Insurance Renewal
 2. Liability Waiver Form "Not Waiving" the Monetary limits on Municipal Tort
 3. East Range Times Published Thank You for Senator Smith & Project Information Sheet
- Legal Matters -- Updates Including but not limited to:
 - a. Scenic Acres Land & Facility Title Clearance - Paul Kilgore Correspondence Enclosed
 - b. Rosa Easement Status -- Easement sent to Mr. Rosa & Property Owners
 - c. Project Labor Agreement -- Updated Agreement Enclosed
 - d. Creation of New Legal Entity Timeline & Guidance -- Tabled from last month
4. Guests -- No requests received
5. Engineering Updates - SEH
 - a. Funding Initiatives & Cumulative Accounting -- Updates by Mike Larson
 - b. Engineering Work -- Updates by Miles Jensen
 1. February 2023 Status Report
 - i. Draft Archaeological Environmental Review -- Approved by SPHO -- waiting for MDH
 - ii. Bat Nesting Sites -- Tree Removal tabled to Spring
 - iii. Technical Committee Meeting
 - iv. Emergency Water Service Interconnects Agreement with Biwabik -- Update
 - v. Water Appropriations Permit Update
6. Community Outreach Plan -- Three publications in East Range Times; Next Steps
7. Other Business
 - a. St. James Pit & Current Water Plant updates -- Jim Gentilini
8. Next Meeting Date: Wednesday, March 15, 2023
9. Adjournment

EAST RANGE WATER BOARD

Re-Organization Meeting Minutes

Tuesday, January 3, 2023 4:30 P.M.

City/Town Government Center

Appointed Board Members for City of Aurora Present: Doug Gregor, Chairman of the Board; David Skelton; Dennis Schubbe;

Appointed Board Members for the Town of White Present: Jon Skelton, Vice Chairman of the Board; Clark Niemi;

Other Team Members Present: Kimberly Berens (COA); Jim Gentilini (COA); Jodi Knaus (TOW); Miles Jensen (SEH); Mia Thibodeau (Fryberger Law);

Others Present: Robert Rutka

1. The Annual Reorganization Meeting was called to order by Chairman Gregor at 4:30 p.m.
2. Appointment of Chairman, Vice Chairman, and Secretary/Treasurer Board Members:
MOVED BY JON SKELTON, SUPPORTED BY DAVID SKELTON APPOINTING DOUG GREGOR AS CHAIRMAN OF THE BOARD. MOTION CARRIED
MOVED BY DOUG GREGOR, SUPPORTED BY CLARK NIEMI APPOINTING JON SKELTON AS VICE CHAIRMAN OF THE BOARD. MOTION CARRIED
MOVED BY CLARK NIEMI, SUPPORTED BY DOUG GREGOR APPOINTING DAVID SKELTON AS THE SECRETARY AND TREASURER OF THE BOARD AND VICE CHAIRMAN WILL SIGN DOCUMENTS IN THE SECRETARY/TREASURER'S ABSENCE. MOTION CARRIED
3. RESOLUTION 2023-001 RULES OF PROCEDURE FOR THE EAST RANGE WATER BOARD, DESIGNATION OF OFFICIAL DEPOSITORIES, DESIGNATION OF COLLATERAL AUTHORITY, DESIGNATION OF OFFICIAL NEWSPAPER, AND MAKING FURTHER OPERATIONAL DETERMINATIONS AND DESIGNATIONS FOR THE EAST RANGE WATER BOARD WAS PRESENTED:

WHEREAS, the East Range Water Board with offices in the City of Aurora at 16 West 2nd Avenue North, Aurora Minnesota 55705 (the “**Board**”) is the governing body of that certain joint powers entity which was created pursuant to Minnesota Statutes, Section 471.59, as the same may be amended from time to time (the “**Act**”) and the provisions of the Joint Powers Agreement (as it may be further amended and supplemented from time to time, the “**Agreement**”) which was entered into on July 22, 2021 by and between the City of Aurora, Minnesota, a municipal corporation under the laws of the State of Minnesota (“**Aurora**”) and the Town of White, a Township duly organized in St. Louis County, Minnesota (“**White**”, and collectively the “**Governmental Units**”), and

WHEREAS, the Board upon properly posted notice is meeting in open public session at the Council Chambers in City Hall in the City of Aurora, and has previously adopted Robert’s Rules of Order as its rules of procedure for the conduct of its meetings and business, and hereby finds that such rules as previously adopted are sufficient for this year and future years, and

WHEREAS, the Act and Minnesota Statutes Chapter 427, as each of the same may be amended from time to time, requires the Board to establish official depositories for Board and related City funds; and

WHEREAS, the Board has previously designated and now wishes to re-designate, depositories for Board and related City funds which, pursuant to Minnesota State Statutes are required to be deposited in such manner as to be secured by deposit insurance, bond, or collateral; and further, that State Statute 118.01 requires approval of collateral submitted for security and allows the Board to designate an official with approval authority, and

WHEREAS, State Statutes mandate the Board to designate an Official Newspaper for the Board’s publication of Annual Financial Statements, Board Proceedings, Notices of Official meetings, Resolutions, and other official Board notices and

that such newspaper must be a paper of general circulation in the Board's Service Area as described in its adopted By-Laws; and

WHEREAS, in the interest of disseminating public information, the Board designates a radio station as the designated official radio station;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby re-adopts the "Rules of Procedure" adopted in 2022 as being those provided in Robert's Rules of Order, and

BE IT FURTHER RESOLVED that the day, time, and place for Regular meetings of the Board shall be the 3rd Wednesday of each month starting at 4:30 p.m., unless otherwise subsequently determined by the Board; and,

BE IT FURTHER RESOLVED that the Fryberger Law Firm of Duluth, Minnesota is hereby designated as the Board's legal advisors for 2023 unless subsequently terminated; and

BE IT FURTHER RESOLVED that the Board hereby designates the Mesabi Tribune as the Official Newspaper of the Board for 2023 and the Secretary of the Board should publish all designated public notices in said newspaper.

BE IT FURTHER RESOLVED that the Board hereby designates WEVE of Eveleth as Official Radio Station for 2023.

BE IT FURTHER RESOLVED that the official posting area for official notices of the Board shall be the notice Board within the City/Town Government Center, at 16 West 2nd Avenue North, Aurora Minnesota 55705; and,

BE IT FURTHER RESOLVED that the Board hereby designates as its engineering firm for the Project, Short, Elliott, and Hendrickson, Inc.; and

BE IT FURTHER RESOLVED that the Board designates as its insurance agent and agency, Jared Ahrens of the Ahrens Insurance Agency, Inc.; and,

BE IT FURTHER RESOLVED that the Board hereby designates the Northern State Bank of Aurora as official depository of Board and related City funds and authorizes the authorized agents of the Board to deposit funds in said institution only to the extent that the institutions have provided documentation of collateral in at least 110% of the amount authorized to be deposited therein, and;

BE IT FURTHER RESOLVED, that the Board designates the accounting firm of Walker, Giroux & Hahne as its auditing firm for 2023; and,

BE IT FURTHER RESOLVED that the Board designates David Drown Associates acting through its employee Shannon Sweeney as the Board's financial advisory firm for 2023; and,

BE IT FURTHER RESOLVED that the Board designates the Board's Treasurer as its authorized agent to approve collateral that conforms to State Statute guidelines submitted as security for such Board and related City funds, and

BE IT FURTHER RESOLVED that non-publicly employed Board members who are not otherwise publicly compensated are entitled to a payment at the rate of Thirty dollars (\$30.00) for each attendance at an official meeting of the Board.

ADOPTED this 3rd day of January 2023. MOVED BY DAVID SKELTON, SUPPORTED BY JON SKELTON. MOTION CARRIED AYES 5, NAYES 0;

4. Adjournment

MOTION BY DAVID SKELTON, SUPPORTED BY DENNIS SCHUBERT TO ADJOURN MEETING AT 7:57 P.M. MOTION CARRIED

EAST RANGE WATER BOARD
Monthly Meeting Minutes
Tuesday, January 3, 2023
City/Town Government Center
Following Re-organization Meeting

Appointed Board Members for City of Aurora Present: Doug Gregor, Chairman of the Board; David Skelton; Dennis Schubbe;

Appointed Board Members for the Town of White Present: Jon Skelton, Vice Chairman of the Board; Clark Niemi;

Other Team Members Present: Kimberly Berens (COA); Jim Gentilini (COA); Jodi Knaus (TOW); Miles Jensen (SEH); Mia Thibodeau (Fryberger Law);

Others Present: Robert Rutka

1. **A board meeting was called to order by Chairman Gregor at 4:38 p.m.**
2. **Consent Agenda:**
 - a. Approval of December 21, 2022 Meeting Minutes
 - b. Treasurer's Report -- Fund Balances: Interim Financing: \$324,435.75; Biwabik Fund: \$109,606.87; Total: \$434,042.62
 - c. Approval of Disbursements
 - i. Fryberger Law Firm -- \$668.00
 - d. Correspondence -- None

MOVED BY DAVID SKELTON, SUPPORTED BY CLARK NEIMI APPROVING CONSENT AGENDA AS PRESENTED. MOTION CARRIED
3. **Legal Matters**
 - a. Scenic Acres Land & Facility Title Clearance -- Board directed Fryberger Law to move forward with this
 - b. Rosa Easement Status -- Fryberger will send out to Rosa's with a one-week deadline to respond
 - c. Project Labor Agreement Review Status -- Donald Erickson at Fryberger Law is working on this document
 - d. Creation of New Legal Entity Timeline & Guidance -- EIN establishment, Checking Account, Accounting

MOVED BY DAVID SKELTON, SUPPORTED BY JON SKELTON TO KEEP ON AGENDA AND TABLE TO NEXT MONTH. MOTION CARRIED
4. **Guests -- None**
5. **Engineering Updates -- SEH**
 - a. Funding Initiatives & Cumulative Accounting -- Updates by Doug Gregor were given; \$4 million in Congressionally Direct Spending Funding is being awarded to the Joint Water Project. Gregor will meet with Lislegard and PFA to ensure everything is on track for funding for the Project. It was discussed Shannon Sweeney probably wants an update from us on the Project relating to this new funding and we will need a new rate analysis with the new interest rates. Gregor will reach out to Sweeney.
 - b. Engineering Work -- Miles Jensen
 - i. January Status Report was verbal this month.
 1. Draft Archaeological Environmental Review was approved by SPHO; now we wait for MDH approval
 2. Bat Nesting Sites -- Tree removal tabled to Spring. No new updates.
 3. Technical Committee Meeting was not held
 4. Emergency Water Service Interconnect Agreement Status. No response from Biwabik to date. Miles will reach out to DNR and Chad Fohlsiad regarding the Water Appropriations permit and will have Chad re-run the model for 600 gallons per minute

David Skelton indicated the mutual aid agreement needs to be done first and then the remaining technical issues can be resolved about the booster station.

5. Miles will update the Project Schedule. It will be a two-year timespan and it depends on availability of items.
6. **Community Outreach Plan** – The “need” article was published in the East Range Times. This is the first of three articles. A bulk mailing can be distributed also and then a Community Meeting in March.
7. **St. James Pit & Current Water Plant updates** - None
8. **Next Meeting date: February 15, 2023**
9. **Adjournment**
MOTION BY JON SKELTON, SUPPORTED BY CLARK NEIMI TO ADJOURN MEETING AT 5:22 P.M. MOTION CARRIED

ERWB - Interim Financing

Revenue

	DATE	VENDOR	DESCRIPTION		
Beginning Balance	7/22/2021	First Independent Bank	Interim Financing	\$	1,000,410.00
Ending Balance				\$	1,000,410.00

Disbursements

	DATE	VENDOR	DESCRIPTION		
	7/16/2021	SEH	Wetlands	\$	11,236.12
	7/21/2021	Steve Thorp	Prof. Liability Insurance	\$	960.00
	7/25/2021	Building Rescue - Todd Koneczny	Professional Services	\$	4,687.50
	7/28/2021	Steve Thorp	ERWB Plan Review	\$	3,480.00
	8/16/2021	SEH	Task 1	\$	16,184.00
	9/6/2021	Building Rescue - Todd Koneczny	Professional Services	\$	2,524.50
	9/21/2021	SEH	ERWB Amendment 1	\$	40,083.00
	10/15/2021	SEH	ERWB Tasks 2-4	\$	107,763.00
	10/21/2021	MN DNR Ecological & Water Resources	Water Permit	\$	150.00
	11/9/2021	Fryberger, Buchanan, Smith & Frederick	Legal Services 8/13 thru 10/13/2021	\$	5,658.35
	11/16/2021	SEH	ERWB Tasks 2-4	\$	119,032.00
	12/10/2021	SEH	ERWB Tasks 2-4	\$	128,884.00
	11/30/2021	St. Louis County Auditor	ERWB Parcel 100-0047-00090 Purchase	\$	6,115.81
	1/19/2022	Steve Thorp	Plan Review ERWB 90% Completion	\$	6,960.00
	1/26/2022	MN Dept. of Health	Watermains Plan	\$	150.00
	1/26/2022	MN Dept. of Health	Treatment Plant Plan	\$	1,000.00
	2/17/2022	Fryberger, Buchanan, Smith & Frederick	Legal sevices through 1/31/2022	\$	2,989.50
	2/17/2022	Walker, Giroux & Hahne	Review JPA, general accounting, & reporting	\$	350.00
	2/17/2022	SEH	ERWB Tasks 2-4	\$	121,129.00
	3/14/2022	NTS	Geotechnical Reports	\$	36,370.00
	3/14/2022	SEH	ERWB Tasks 2-4	\$	13,193.00
	3/14/2022	SEH	ERWB Tasks 2-4	\$	704.00
	4/20/2022	Fryberger, Buchanan, Smith & Frederick	Legal Services through 2/28/2022	\$	2,942.00
	4/20/2022	LMCIT	Property/Casualty insurance	\$	2,004.00
	4/20/2022	SEH	ERWB Tasks 2-4	\$	704.00
	5/18/2022	East Range Shopper	Thank you Ad	\$	72.45
	5/18/2022	MN Dept. of Health	Pumphouse Review	\$	150.00
	5/18/2022	SEH	ERWB Tasks 2-4	\$	7,744.00
	5/18/2022	St. Louis County Land & Minerals	Tree Cutting	\$	936.52
	6/15/2022	Fryberger, Buchanan, Smith & Frederick	Legal Services through 4/30/22	\$	8,648.44
	6/15/2022	Fryberger, Buchanan, Smith & Frederick	County Lease	\$	762.45
	6/15/2022	NTS	Raw Water Intake	\$	82.96
	6/15/2022	SEH	ERWB Tasks 2-4	\$	3,520.00
	6/15/2022	Steve Thorp	Professional Liability	\$	960.00
	7/20/2022	APG	Environmental Review	\$	10.41
	7/20/2022	Duluth Archaeology Center	Research & Reporting	\$	1,172.22
	7/20/2022	Fryberger, Buchanan, Smith & Frederick	Real Estate Matters	\$	938.75
	7/27/2022	Park State Bank	Snacks for Joint Meeting 7/27/22	\$	47.44
	9/16/2022	SEH	ERWB Tasks 2-4	\$	1,408.00
	11/10/2022	Fryberger, Buchanan, Smith & Frederick	County Lease	\$	6,261.97
	11/18/2022	Department of natural Resources	Lease	\$	1,603.50
	11/20/2022	Duluth Archaeology Center	Phase I	\$	5,733.36
	12/13/2022	Fryberger, Buchanan, Smith & Frederick	Project Labor Agreement Review	\$	668.00
	1/11/2023	Fryberger, Buchanan, Smith & Frederick	Project Labor Agreement Review	\$	1,241.50
	1/31/2023	East Range Times	Status Reports 1-3	\$	776.25
	2/1/2023	SEH	ERWB Tasks 2-4	\$	3,825.00
Total Disbursements				\$	681,817.00
Ending Balance	as of February 15, 2023			\$	318,593.00
Biwabik Fund	beginning balance 10/20/2021			Beginning balance was not accurate previous months	\$ 129,839.79

	DATE	VENDOR	DESCRIPTION		
	1/1/2022	First Independent Bank - Russell	Interest Payment	\$	6,198.62
	6/1/2022	First Independent Bank - Russell	Interest Payment	\$	7,017.30
	1/1/2023	First Independent Bank - Russell	Interest Payment	\$	7,017.00

Biwabik Fund ending balance as of 02/15/2023 \$ 109,606.87

02/15/2023 END QTR 4 FY 2022: Biwabik Fund ending balance as of 02/15/2023 \$ 429,499.87

FRYBERGER

LAW FIRM

fryberger.com

P.O. Box 16990
Duluth, Minnesota 55816

RECEIVED
JAN 17 2023
TOWN OF WINDY

INVOICE

Tax ID: 41-1000525
Phone: (218) 722-0861
Fax: (218) 725-6800

EAST RANGE WATER BOARD
16 WEST SECOND AVENUE NORTH
PO BOX 146
AURORA MN 55705

January 11, 2023
Invoice No. 22438.000004.12301
File No. 22438.000004 - DCE

For Legal Services Rendered Through 12/31/2022

CLIENT: EAST RANGE WATER BOARD
MATTER: PROJECT LABOR AGREEMENT REVIEW

Professional Fees

Date	Description	Atty	Hours
12/02/22	Review PLA, prepare e-mail to Mia Thibodeau re: same	DCE	1.25
12/02/22	Telephone conference with Mia re: PLA	DCE	0.30
Total Professional Fees			\$573.50

Current Invoice Amount	\$ 573.50
Prior Balance:	668.00
Payments & Adjustments:	-0.00
Total Due:	\$ 1,241.50

Pay your bill online at www.fryberger.com <<http://www.fryberger.com>>



Invoice

Invoice Number: 441258

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055



BILL TO:

Attn: Accounts Payable
East Range Water Board
16 West 2nd Avenue North
AURORA MN 55705

REMIT PAYMENT TO:

Short Elliott Hendrickson, Inc.
PO Box 64780
Saint Paul, MN 55164-0780

Pay This Amount \$3,825.00

Due Date 09-MAR-23
Invoice Date 07-FEB-23
Bill Through Date 28-JAN-23
Terms 30 NET
SEH Customer Acct # 84463
Customer Project # 163450
Agreement / PO # 163450
Authorized Amount \$562,968.00
Authorized Amount Remaining \$55,062.00

Project Manager Miles Jensen
mjensen@sehinc.com
651.490.2000
Client Service Manager Miles Jensen
mjensen@sehinc.com
651.490.2000
Accounting Representative Justin Oelschlager
joelschlager@sehinc.com
651.490.2000

Project #	Project Name	Project Description
163450	ERWBD Tasks 2-4 East Range WTP	ERWBD Aurora Tasks 2-4 East Range WTP

Notes:

CC:

kimberly@ci.aurora.mn.us
cityclerk@ci.aurora.mn.us
lindsey@ci.aurora.mn.us

Fee

Description	Amount
(40% of \$12,750.00) less previously billed of \$1,275.00	\$3,825.00
	\$3,825.00
Invoice total	\$3,825.00

Project Billing Summary

	Current Amount Due	Previously Invoiced	Cumulative
Total:	\$3,825.00	\$504,081.00	\$507,906.00

East Range Times

P.O. Box 206
Aurora, MN 55705 US
ershopper@frontier.net

INVOICE

BILL TO
East Range Water Board
P.O. Box 160
Aurora, MN 55705

123456789
123 018 789
CITY OF AURORA

INVOICE 1017
DATE 01/31/2023
TERMS Due on receipt
DUE DATE 01/31/2023

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
39" Display Ad	Status Report 1 1/2	1	269.10	269.10
34.5" Display Ad	Status report 2 1/9	1	238.05	238.05
39" Display Ad	Status report 3 1/16	1	269.10	269.10

BALANCE DUE

\$776.25

Jodi Knaus

From: Kue, Pang <PKue@lmc.org>
Sent: Thursday, February 9, 2023 2:28 PM
To: Jared.Ahrens@Hotmail.Com
Cc: Jodi Knaus
Subject: LMCIT Coverage Binder for the East Range Water Board
Attachments: Binder.docx

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

LMCIT has received the property/casualty renewal application for the East Range Water Board.

Attached, please find a binder for your records.

Please do NOT make a payment for your renewal until you receive a renewal invoice.

If you have any questions, please do not hesitate to contact LMCIT.

Pang Kue | Policy Services Technician

Phone: (651) 215-4185 | Fax: (651) 281-1298

pkue@lmc.org

L League of Minnesota Cities | 145 University Ave. West | St. Paul, MN 55103

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SINCE 1913

BINDER

**The Property/Casualty Renewal Application and Optional Coverage Renewal Applications Have
Been Received. Coverage(s) Are Bound As Stated Below**

Date: 02/09/2023

Covered Party: East Range Water Board

Inception Date(s): 02-16-2023

Agent: Ahrens Insurance Agency Inc

Address: 11 Main St N

LMCTF has received the property/casualty renewal application(s) for the above. The property/casualty and expiring optional coverages are bound based on the renewal application(s) submitted subject to the terms and conditions of the LMCTF coverage(s) that are in effect on the renewal date.

New optional coverage quote(s) are not bound unless the covered party has requested that coverage(s) be bound and LMCTF has sent written confirmation.

Please contact your LMCTF underwriter or me if you have any questions.

Liam Bieber
LMCTF Underwriting Manager



LIABILITY COVERAGE -- WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to [psiech\(a\)lmc.org](mailto:psiech(a)lmc.org).

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- ◉ *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCTT excess liability coverage.
- ◉ *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCTT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- ◉ *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name:

East Range Water Board

Check one:

☒ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

☐ The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____

Position: _____

Jodi Knaus

From: Doug Gregor <gregor@ci.aurora.mn.us>
Sent: Tuesday, February 7, 2023 1:34 PM
To: Pete Makowski
Cc: Jodi Knaus
Subject: East Range Times Published Thank You
Attachments: 2023-02-05 ERT Water Board Thanks to Senator TS.pdf

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Pete -- in case it was not otherwise brought to your attention, the Water Board published in this past weekend's East Ranges Times edition, the attached "heartfelt thank you" notice -- to underscore for the benefit of the community just how appreciative we were of receiving that federal appropriation money for the Water Project. Please see that she is made aware of this humble gesture.

Thanks,
Doug

Douglas Gregor, Chair
East Range Water Board
P.O. Box 160
Aurora, MN 55705
Cell: 218-750-0714
Email: gregor@ci.aurora.mn.us

Heartfelt Thanks

The East Range Water Board wants to express its deep appreciation to Senator Tina Smith and her staff for spearheading the efforts to secure, in the recent federal Omnibus Appropriations Act approved in December, a \$4 million appropriation

of Congressionally Directed Spending funds for our planned East Range Joint Water project! Thanks also for taking time out of your busy schedule to join us personally at Giants Ridge on January 20 to celebrate this grant. We know there were many competing requests and are honored that you and your Congressional colleagues have chosen to endorse and financially support our East Range Water Project in this way.

East Range Water Board: Chair, Douglas Gregor; Vice Chair, Jon Skelton; Member, Clark Niemi; Member, Dennis Schubbe; Member, David Skelton



JOINT EAST RANGE WATER PROJECT - PHASE I STATUS UPDATE
As published in the East Range Times December 2022 and January 2023

THE NEED

For over a decade, your local public officials have been planning a new East Range water supply system. The East Range Water Board most recently is overseeing this effort. Plans for the new supply system are progressing rapidly thanks to recent funding commitments. The Board wants to ensure that you are informed about the replacement supply system plans. This is the first installment of a 3-part series to explain The Need, The Plan, and The Cost of this new system. The City of Aurora's water intake pumps on the St. James Pit and the nearby water treatment facility were constructed in 1950. This Supply System furnishes water to users in the City of Aurora and in portions of White Township. The Supply System produces approximately 220,000 gallons of treated water in an average day. There are approximately 947 residences and businesses serviced by the current system.

The Supply System has four basic components. Water is pumped from the St. James Pit intake facility by two 600 gallons-per-minute pumps. The raw water is pumped to the nearby water treatment plant where it is treated. The treated water from the treatment facility's storage tank is then pumped to the City's 500,000-gallon elevated water tower from which it is distributed to the Water System customers.

Since 2004 the City has commissioned a number of water treatment plant evaluations and been advised of a number of rehabilitation improvements. Due to budgetary challenges and other concerns, none of the major commissioned recommendations ever took place. City staff have continued to operate and maintain the facilities in the best ways they could.

A lot has changed since 2004 in the condition of the Supply System facilities and regulated water quality standards. The Supply System facilities are rapidly reaching the end of their useful life - the antiquated System components need to be replaced, rising water levels at the Pit Lake are threatening the functioning of the pumping station, and new water quality treatment and discharge standards are posing very real challenges. Specifically, most recent studies have determined that three of the system's four components have substantial or critical issues that require attention as soon as feasible. The newest challenge to the System is the inability to acquire permits from the DNR to allow for warm weather dewatering of the rising Pit waters because of zebra mussel "villagers" that have been discovered in the Pit waters. The city urgently needs to relocate its current water supply source and construct new Supply System facilities. The current System is on life support - the facilities need to be modernized in a way that will serve our communities throughout the 21st Century.

THE PLAN

This message is the second in a 3-part series of updates that are intended to inform the citizens of the East Range of the status of the planned new drinking water system.

The Plan for Phase One of the new drinking water system is intended to service Aurora and Town of White customers which comprise about 990 users (ERUs) and includes:

- o Construction of a new water intake facility on the north shore of the Embarrass Mine Lake (Mine Lake - the lake located immediately east of the Mine Lake public access site). A 12-foot diameter concrete caisson will be installed to a depth of approximately 65 feet, with an 18" diameter horizontal intake pipe extending from the bottom of that caisson into the Mine Lake waters at a depth of approximately 60 feet (the Lake is over 300 feet deep). At the base of the caisson, pumps will be installed to pump the raw water to the surface raw water transmission line piping system. The intake facility is designed to facilitate the installation in Phase Two of additional pumps to handle any expanded water needs for Biwabik, Hoyt Lakes and/or Giants Ridge;
- o The raw water from those pumps will be pumped through underground piping along Lake Mine Road and Highway 135 for about 1½ miles to the new water treatment plant site. The transmission line piping is sized to handle volumes of raw water that are sufficient to service the foreseeable needs of the water system users in both Phase 1 and Phase 2;
- o A new state-of-the-art water treatment plant will be constructed next to the existing Aurora water tower. The WTP capacity initially will be 1 million gallons a day and be modularly expandable in Phase 2 to provide up to 2 million gallons a day to service the foreseeable needs of Hoyt Lakes (990 ERUs) and Biwabik (637 ERUs). Water treated at the plant will be piped to the nearby 500,000-gallon water tower.

- The treated water from the water tower will flow through the existing Aurora and TOW distribution systems and also provide public water system services, for the first time, to a new distribution system to service the Scenic Acres communities on Embarrass Lake.

It has been determined that the water available in the Mine Lake has 81% less sulfates and a water hardness that is 63% lower than the existing St. James Pit water source. Additional studies have indicated that the water level of the Mine Lake will not be drastically reduced under any foreseeable water usage circumstances and thus provide a reliably abundant supply of raw water for both Phase 1 and Phase 2 of the Project. If the last commitments of anticipated State grant funds are made available through the Public Facilities Authority's Water Infrastructure Fund program during this Legislative session, plans for the new system could be sent out for bids in the near future. Construction of Phase 1 of the new system will take approximately two years. Upon commencement of operations of the new water system, the existing St. James Pit intake and water treatment facilities will be decommissioned.

THE COST

As indicated in a previous installment of this series, the current estimated construction cost of the planned new drinking water system (pre-bid) is \$ 24.8 million. A table detailing how those costs were calculated is viewable on the websites noted below. Over the course of the past five years, commitments of financial support to pay portions of those costs have been secured from the following sources in the following amounts:

- \$ 7.5 million will be paid from State grants authorized in the 2018 and 2020 State of Minnesota bonding bills;
- \$ 6.5 million will be paid from federal appropriations (so called "Congressionally Designated Spending"), \$ 2.5 million of which was granted in the 2022 Bipartisan Infrastructure Law and the remaining \$ 4 million of which was granted in December in the Omnibus Consolidated Appropriations Act, 2023;
- \$ 1.0 million will be paid from a grant authorized by the State's Department of Iron Range Resources and Rehabilitation at the Board's meeting in December;
- \$ 150,000 County Community Development Block Grant funds.

Additional sources from which funding is being sought include the following:

- Grant funding of between \$ 5 million - \$ 8 million from the State's Water Infrastructure Fund ("WIF") which is administered by the State's Public Facility Authority ("PFA");
- Grant funding from the Army Corps of Engineers in the amount of \$ 1 million;
- Municipal borrowing by the Phase 1 participants, the City of Aurora and Town of White, from the PFA's Drinking Water Revolving Fund. Such funding would consist of a below-market rate loan, with a 30-year repayment term, to provide between \$3 - \$5 million of Project funding. Water system facility and operational costs are handled as "enterprise" funds. Such enterprise funds are not funded by real property tax revenues. Instead, they are funded through the monthly utility service charge revenues. Monthly water utility service rates would need to increase to generate the money needed to repay any such loan obligations.

As generous as the commitments of State and Federal funds for the Project are, all of the potential outside funding entities will require the Phase 1 water system users to pay at least their "affordable share" of the projected enterprise fund loan repayment costs.

How much will that "affordable share" be? The City of Aurora's and the Town of White's monthly water utility services rates in effect as of January 1, 2023, are \$ 30.25 per month. The "affordability" threshold used by the PFA to determine the monthly amount that our water system users should pay in order to be eligible for WIF funds last year was determined by the Water Board's financial advisory firm, David Drown and Associates, to be at least \$ 37.16 per month for our system users. Because the City has been determined by governmental agencies to be a low-moderate income ("LMI") community, the City's monthly "affordability rate" is actually lower than would be the case for richer cities.

In summary, through the dedicated efforts of our area's federal, State and regional public officials, it appears that approximately 80% of the estimated Project costs will be paid by sources other than the local utility customers. That bears repeating: **THAT'S 80% OF THE COSTS PAID BY OUTSIDE FUNDING SOURCES.** Nevertheless, monthly water utility service rates will have to be increased to at least the monthly "affordability rate" to pay for our approximately 20% share of the total Project costs. That is an incredibly great position to be in - a bargain to anyone in need for an improvement that should serve the area for decades to come.

Jodi Knaus

From: Paul B. Kilgore <pkilgore@fryberger.com>
Sent: Monday, February 6, 2023 10:25 AM
To: Doug Gregor
Cc: Jodi Knaus; Mia E. Thibodeau; Lindsey P. Gallagher
Subject: RE: East Range Water Project --- Petition for Torrens Certificate

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Thanks, Doug. We will proceed.

From: Doug Gregor <gregor@ci.aurora.mn.us>
Sent: Monday, February 6, 2023 10:19 AM
To: Paul B. Kilgore <pkilgore@fryberger.com>
Cc: Jodi Knaus <jodi.knaus@townofwhite.com>; Mia E. Thibodeau <mthibodeau@fryberger.com>; Lindsey P. Gallagher <LGallagher@fryberger.com>
Subject: RE: East Range Water Project --- Petition for Torrens Certificate

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Paul -- I appreciate the update and your explanation of the Torrens actions necessary to secure the envisioned roadway interests and reflect that ownership in a new certificate of title. Since time is of the essence, the Board has funds available to pay for any costs, and the necessity of the title actions is critical to the rapidly progressing Project plan, I feel comfortable in **authorizing you to proceed with the title actions** you outlined with their associated costs. The Board can ratify that decision at its meeting later this month. I will rely upon Jodi to keep Jon Skelton up to date on the status of the title actions planned and as they unfold. My memory from real property law days is a little foggy, but I think that the Scenic Acres lien holders may also have to be served? -- which would increase the cost. I hope I am wrong about that.

Talking about these contemplated actions brings back "fond" memories of many months/years spent on land title registration actions related to the Giants Ridge "main campus" lands and industrial park land titles in the area at the south end of Eveleth's downtown. Hope your actions go well and more swiftly. Call if you want to discuss any of these issues.

Thanks,
Doug

Douglas Gregor, Chair
East Range Water Board
P.O. Box 160
Aurora, MN 55705
Cell: 218-750-0714
Email: dgregor@erwb.org

From: Paul B. Kilgore <pkilgore@fryberger.com>
Sent: Monday, February 6, 2023 9:27 AM
To: Doug Gregor <gregor@ci.aurora.mn.us>
Cc: Jodi Knaus <jodi.knaus@townofwhite.com>; Mia E. Thibodeau <mthibodeau@fryberger.com>; Lindsey P. Gallagher <L.Gallagher@fryberger.com>
Subject: East Range Water Project -- Petition for Torrens Certificate

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Doug:

As we had discussed last spring, the first step in obtaining a Torrens certificate of title for the Town of White in the platted roadways of Scenic Acres (and, by extension, the water system) would be obtaining deeds and bills of sale from any parties who might conceivably be adverse owners to the Town of White. To this end, we obtained two quit claim deeds and bills of sale, one from William and Debra Maki and the other on behalf of Nitrochem Energy Corp. Before a petition for a new certificate is filed with the Examiner of Titles, these deeds will need to be filed with the St. Louis County Registrar of Titles.

Unfortunately, there is no certificate of title covering the platted roadways -- this is the reason we need to file a petition in the first place. Because no certificate currently exists, the two deeds must be memorialized on the certificates held by each of the owners in the plat of Scenic Acres. There are 32 such certificates. This relatively large number means that the filing fees will be substantial. We estimate that the filing fees will be about \$1,400.

I wanted to give you advance notice of this expense, even though there is not an alternative. The memorialization of these deeds on each certificate likely means that the Examiner of Titles will require that we serve notice of our Torrens action on the owners named in each certificate. We will cross that bridge when we come to it.

Our spreadsheet showing the certificates and their owners is attached. Let me know if you would like to discuss this. I will hold off on filing the deeds for a week or two.

Paul

Paul B. Kilgore
Attorney and Shareholder
MSBA Board Certified Specialist in Real Property Law
Fellow, American College of Real Estate Lawyers

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Certificate of Title No.	Owner	Lot/Block	Adjacent Road	Fees	
385546	Tara Lee Croteau	1.1 B1	Birch Drive	To record each deed; \$46 x 2 = \$92	\$92
290010	Tara Lee Croteau	1.2 B1	Birch Drive	To memorialize two documents on each COT, \$20 each additional COT after the first; \$20 x 32 x 2	\$1,320
316876	Sherry L. Coughlin and Richard A. Krueger and Karin	1.3 B1	Birch Drive	Total	\$1,412
330593	L. Krueger	1.4 B1	Birch Drive		
330593	L. Krueger	1.5 B1	Birch Drive and Lake Court		
354968	David B. Kane, Jr.	1.6 B1	Lake Court		
357368	Trust date 9/10/2020	1.7 B1	Lake Court		
278973	Rutka	1.8 B1	Lake Court		
252099	Dickinson	1.9 B1	Lake Court		
291860	Sherry L. Coughlin	1.10 B1	Lake Court		
218796	Ann Maki	1.11 B1	Lake Court		
219949	Barbara J. Debevec	1.12 B1	Lake Court		
348342	Scott	1.13 B1	Lake Court		
293356	Luke	1.14 B1	Lake Court and Lake Street		
337465	K. Skelton	1.15 B1	Lake Street		
317512	M. Miettunen	1.16 B1	Lake Street		
254533	L. Witschen	1.1 B2	Lake Street		
254533	L. Witschen	1.2 B2	Lake Street		
268828	Jacqueline C. Christenson	1.3 B2	Lake Street		
261608	S. Feldt	1.4 B2	Lake Street		
355021	Schulte	1.5 B2	Lake Street		
253770	Baxter	1.6 B2	Lake Street		
257001	Michelle T. Whiting	1.7 B2	Lake Street		
356161	Shelley K. Gobats	1.8 B2	Lake Street		
331803	Lerick	1.9 B2	Lake Street		
254546	Vickie M. Popovich	1.10 B2	Lake Street		
350219	Patricia M. Oberg	1.11 B2	Lake Street		
322103	DECEMBER 1, 2010	1.12 B2	Lake Street		
274322	George Mark Kobe	1.13 B2	Lake Street		
251287	A. Westlund	1.14 B2	Lake Street		
248700	A. Westlund	1.15 B2	Lake Street		
279311	L. Kozar	1.16 B2	Lake Street		

	William E. Lesar, Jr. and Kathy		
354346	A. Lesar	L17 B2	Lake Street
	Barry O'Rourke and		
359770	Eileen O'Rourke	Outlot A	Lake Street

Jodi Knaus

From: Mia E. Thibodeau <mthibodeau@fryberger.com>
Sent: Thursday, January 5, 2023 1:32 PM
To: Paul B. Kilgore
Cc: 'Doug Gregor'; 'Jon Skelton'; Jodi Knaus
Subject: RE: East Range Water Project

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Paul,

The East Range Water Board has indicated they would like to proceed with completing the Scenic Acres real estate work. Let me know if you need any additional information from me or the Board.

Thank you,
Mia

Mia Thibodeau
Attorney

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700 | Duluth, MN 55802
ph: 218-725-6873 | fx: 218-725-6800
mthibodeau@fryberger.com | www.fryberger.com

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From: Paul B. Kilgore <pkilgore@fryberger.com>
Sent: Thursday, December 1, 2022 11:20 AM
To: Mia E. Thibodeau <mthibodeau@fryberger.com>
Subject: RE: East Range Water Project

Thanks, Mia.

From: Mia E. Thibodeau <mthibodeau@fryberger.com>
Sent: Thursday, December 1, 2022 11:02 AM
To: Paul B. Kilgore <pkilgore@fryberger.com>
Subject: FW: East Range Water Project

Y1.

From: Doug Gregor <gregor@ci.aurora.mn.us>
Sent: Thursday, December 1, 2022 10:58 AM
To: Mia E. Thibodeau <mthibodeau@fryberger.com>
Subject: RE: East Range Water Project

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I will call you tomorrow -- just recovering from holiday travels ended yesterday and the Truth In Taxation meeting lynch-mob.
Doug

From: Mia E. Thibodeau <mthibodeau@fryberger.com>
Sent: Thursday, December 1, 2022 10:51 AM
To: Doug Gregor <gregor@ci.aurora.mn.us>
Subject: RE: East Range Water Project

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On a similar note---should we circle back on the discussion about when to proceed with completing the Scenic Acres real estate work?

From: Doug Gregor <gregor@ci.aurora.mn.us>
Sent: Thursday, December 1, 2022 10:08 AM
To: Dan Hinzmann <dhinzmann@sehinc.com>
Cc: Mia E. Thibodeau <mthibodeau@fryberger.com>
Subject: RE: East Range Water Project

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Dan -- thanks for the prompt response to Mr. Rosa -- hopefully some resolution can be reached before this month's Water Board meeting. I am optimistic that the funding elements are posed to fall in place with the DFL control of the Legislature and we need to be poised to run with the ball.

Best,
Doug

Douglas Gregor, Chair
East Range Water Board
P.O. Box 160
Aurora, MN 55705
Cell: 218-750-0714
Email: gregor@ci.aurora.mn.us

PROJECT LABOR AGREEMENT

[PUBLIC SECTOR]

ARTICLE I

PURPOSE

This Project Labor Agreement (hereinafter “Agreement”) is entered into this ____ day of _____, 2023 by and between _____, its successors or assigns hereinafter “**Project Contractor**”), the East Range Water Board (hereinafter “**Owner**”), Contractors, and the Iron Range Building and Construction Trade Council, on behalf of its affiliated local unions, acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers, executed this Agreement, hereinafter collectively called the “Union or Unions”, with respect to the construction of 2023 East Range Water Board Intake, Treatment and Distribution System, hereinafter “**Project**”.

The term “Contractor” shall include all construction contractors and subcontractors of whatever tier engaged in construction work within the scope of this Agreement, including the Project Contractor when it performs construction work within the scope of this Agreement. Where specific reference to the Project Contractor alone is intended, the term “Project Contractor” is used.

The parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to establish a framework for labor-management cooperation and stability. The Contractor(s) and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craft workers for the construction of the Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on this construction project, to encourage close cooperation between the Contractor(s), the Unions, craft employees to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout, and the Unions, if any for such Contractors, agree not to engage in any strike, slow-down, or interruption or other disruption of or interference with the work covered by this Agreement.

ARTICLE II SCOPE OF AGREEMENT

Section 1. This Project Labor Agreement shall apply and is limited to all construction work included in all bid categories for the Project under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as: The 2023 East Range Water Board Intake, Treatment and Distribution System Project together with all necessary work, including, but not limited to the following:

- [list all aspects of the construction work involved.]
-

Section 2. It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement to accept and be bound by the terms and conditions of this Project Labor Agreement by executing this Agreement prior to commencing work. This Project Labor Agreement is a material term of the bid specifications for the Project and therefore, regardless of whether a contractor executes this Agreement, by virtue of the Owner and/or Project Contractor accepting the bid offer of the Contractor, a Contractor who performs work on this project is bound to this PLA regardless of their execution of this Agreement. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this Project shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, , with the exception of Article V, VI and VII of this Project Labor Agreement which shall apply to such work.

Section 3. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

Section 4. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

Section 5. The Owner and/or Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Labor Agreement, should it be designated the successful bidder.

Section 6. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Labor Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and

warranty functions required by its contract with the Owner during the term of this Agreement and any warranty period thereafter.

Section 7. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 8. It is understood that the liability of any Contractor and the liability of the separate unions under this Agreement shall be several and not joint. The parties agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

Section 9. The provisions of this Project Labor Agreement shall apply to all craft employees represented by any Union and shall not apply to other field personnel or managerial or supervisor employees as defined by the National Labor Relations Act. No Contractor party is required to sign any other agreement as a condition of performing work within the scope of this Agreement including, but not limited to, any Local Area Labor Agreement or any Trust Agreement(s) under which the Contractor agrees to become bound to the terms of any Trust Agreement governing healthcare or pension benefits. However, any Contractor performing work on the Project which is not party to a Local Area Labor Agreement for a craft employed by the Contractor, agrees to pay all employees working on this Project, as a minimum, the Basic Wage Rate (hereinafter “**Wage Rate**”) and Fringe Rate (hereinafter “**Fringe Rate**”) for each Labor Code and Class of worker as set forth in the MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS for St. Louis County, MN (hereinafter “**Prevailing Rates**”)

See: http://workplace.doli.state.mn.us/prevwage/commercial_data.php?county=69 for the Prevailing Rates.

If a Contractor does not have a fringe benefit plan or plans in effect at the time it performs Project work under this Agreement, the Contractor agrees to pay the full amount of the Fringe Rate to or on behalf of each craft worker. If the Contractor has fringe benefit plans in place that cumulatively require payment of less than the Fringe Rate, the full amount of the difference between the Fringe Rate and the Contractor’s plan rate shall be paid directly to the craft employee.

This Agreement is not however, intended to supersede independent requirements in applicable union agreements as to Contractors that are already signatory to those agreements and as to employees of such Contractors performing covered work.

Section 10. The Contractors agree to timely pay, as a minimum, the full amount of the Wage Rate plus the Fringe Rate to the craft employees and/or applicable plans as set forth above in Section 9.

Section 11. All workers delivering fill, sand, gravel, crushed rock, transit/concrete mix, ready mix, asphalt or other similar material and all workers removing any materials from the

construction site shall receive a total package of wages and benefits at least and not lower than the wages and benefits provided for in the then the Highway Heavy Prevailing Wage Schedule.

ARTICLE III UNION RECOGNITION AND ACCESS

Section 1. The Contractors who are signatory to Local Area Agreements (hereinafter “LOA”) or other collective bargaining agreements (hereinafter “CBA”) with Unions shall continue to recognize the signatory Unions as the sole and exclusive bargaining representatives of all of that Contractor’s craft employees working on the Project within the scope of this Agreement, however, no Contractor which is not already a signatory to a LOA or other CBA shall be required to sign a LOA or other CBA to work on Project, nor shall any craft employee not employed by an employer which is not already a signatory to an LOA or CBA shall be required to become a union member. In addition, no Contractor which is not already a signatory to a LOA or CBA shall be required to agree to be bound by any multi-employer or other trust agreement that provides welfare, health care, or pension benefits.

Section 2. Authorized representatives of Unions representing employees of Contractors which are signatory to a LOA or other CBA shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives comply fully with the posted visitor and security and safety rules of the Project.

ARTICLE IV REFERRAL OF EMPLOYEES

Applicants for the various classifications covered by this Agreement required by the Employer or Contractors on the Project may, at the Contractor’s election and prerogative be referred by the Unions to the Contractors which are already signatory to a LOA or CBA. The Unions represent that its local unions administer and control their referrals and it is agreed that these referrals will be made to such Contractors in a non-discriminatory manner and in full compliance with Federal and State laws.

ARTICLE V MANAGEMENT’S RIGHTS

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement or other LOAs or CBAs to which they are already a signatory, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge.

ARTICLE VI WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Unions or by any

employee, and there shall be no lockout by any Contractor. Failure of any employee to cross any picket line established at the Project site is a violation of this Article.

Section 2. The Unions affiliated with Contractors which are signatory to a CBA or LOA shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site or any site of a contractor or supplier necessary for the performance of work at the project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than thirty (30) days.

Section 3. The Unions affiliated with Contractors which are signatory to a CBA or LOA shall not be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

Section 4. Any party alleging a breach of this Article shall have the right to petition a court for temporary and permanent injunctive relief. The parties agree that the moving party, upon proving a breach of this Agreement, shall be entitled to temporary and permanent injunctive relief.

ARTICLE VII SAFETY

The parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this PLA applies to provide and maintain safe working conditions for its employees, and to comply with all applicable federal, state and local health and safety laws and regulations.

ARTICLE VIII UNION-MANAGEMENT COOPERATION COMMITTEE

The parties to this Agreement agree to form a Union-Management Committee, consisting of signatory unions, Contractors, and representatives of St. Louis County. The purpose of the Committee is to ensure cooperation on matters of mutual concern, including productivity, quality of work, safety and health.

ARTICLE IX **DISPUTES AND GRIEVANCES**

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually realize the importance to all parties to maintain continuous and uninterrupted performance of the work on the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Labor Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When an employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative, job steward or other representative (if any), shall, within ten (10) working days after the occurrence of the violation, or knowledge of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) of this PLA alleged to have been violated. The business representative of the local union, the job steward, or other employee representative and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union or other employee representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of this PLA alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within seven (7) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The Business Manager or his or her designee of a Local Union or other Employee Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union, employee, or employee representative shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Service (“FMCS”) to provide them with a list of seven (7) neutral arbitrators from which the Arbitrator shall be selected. The parties shall alternatively strike arbitrators from the list until one remains, who shall preside at the hearing. The party striking first shall be determined by the flip of a coin. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s) or Employee or Employee Representative.

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE X JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor awarded the bid for the work involved.

Section 2. All disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 3. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council, group of employees or the employee’s representative(s) prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE XI SUBCONTRACTING

The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

ARTICLE XII HELMETS TO HARDHATS

Section 1. The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 2. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XIII LABOR HARMONY CLAUSE

The Contractor shall furnish labor that can work in harmony with all other elements of labor employed on the Project and shall submit a labor harmony plan to demonstrate how this will be done. “Harmony” shall include the provision of labor that will not, either directly or indirectly, cause or give rise to any work disruptions, slow downs, picketing, stoppages, or any violence or harm to any person or property while performing any work, or activities incidental thereto at the Project. The labor harmony plan should include the company’s labor management policies, collective bargaining agreements if any and their expiration dates, past labor relations history, a listing of activities anticipated under this contract that may potentially cause friction with on-site workers, and procedures the company will undertake to eliminate this friction.

The Contractor agrees that it shall require every lower-tier subcontractor to provide labor that will work in harmony with all other elements of labor employed in the work, and will include the provisions contained in the paragraph above, in every lower-tier subcontract let for work under this contract.

The requirement to provide labor that can work in harmony with all other elements of labor employed in the work throughout the contract performance is a material element of this contract. Failure by the Contractor or any of its lower-tier subcontractors to comply with this requirement shall be deemed a material breach of the contract which will subject the Contractor to all rights and remedies the Owner or Project Contractor may have, including without limitation the right to terminate this Agreement or the Contractor.

ARTICLE XIV
NO DISCRIMINATION

Section 1. The Contractors and Union agree that they will not discriminate against any employee or applicant for employment because of his or her membership or non-membership in a Union or based upon race, color, religion, sex, national origin or age in any manner prohibited by law or regulation.

Section 2. Any complaints regarding application of the provisions of Section 1, should be brought to the immediate attention of the involved Contractor for consideration and resolution.

Section 3. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE XV
SAVINGS AND SEPARABILITY

It is not the intention of the parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the parties agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by a Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

ARTICLE XVI
DURATION OF THE AGREEMENT

The Project Labor Agreement shall be effective _____, 2023 and shall continue in effect for the duration of the Project construction work described in Article II hereof. Construction of any phase, portion, section or segment of the project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the Owner's representative.

Since there are provisions herein for no strikes or lockouts in the event any changes are negotiated and implemented to the Prevailing Wage Schedule during the term of this Agreement, the Contractor agrees that, except as specified herein, such changes shall be recognized and shall apply as of the effective date of the change.

The parties agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity affecting the Project by any employees, Union, or Contractor nor shall there be any lockout on this Project affecting the employees during the course of such negotiations.

ARTICLE XVI
COUNTERPARTS.

This Project Labor Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in PDF format or by facsimile shall be sufficient to bind the Parties to the terms and conditions of this Agreement to the same extent as if original paper documents had been executed and exchanged.

IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective as of the day and year above written.

PROJECT CONTRACTOR

By: _____

Its: _____

Printed Name

**IRON RANGE BUILDING &
CONSTRUCTIONTRADES COUNCIL**

By: _____

Its: _____

Printed Name

SCHEDULE "A"

UNIONS IN IRON RANGE BUILDING & CONSTRUCTION TRADES COUNCIL

- A-1 Asbestos Workers Local 49
dave@insulatorslocal49.org
- A-2 Boilermakers Local 647
Bpolchow647@outlook.com
- A-3 BAC Local 1 Chapter 3 Duluth and Iron Range
spaczynski@bac1mn-nd.org
- A-4 Carpenters Local 361
chill@ncsrcc.org
- A-5 Cement Masons/Plasters Local 633
mikes@local633.org
- A-6 Elevator Constructors Local 9
d.aaserud@local9.com
- A-7 IBEW Local 294
busmgr294@gmail.com
- A-8 Iron Workers Local 512
darrell@iron512.com
- A-9 Laborers Local 1097
local@laborers1097.com
- A-10 Millwrights Local 1348
wnordin@ncsrcc.org
- A-11 Operating Engineers Local 49
edgulland@local49.org
- A-12 Painters & Allied Trades Local 106
president@duluthbuildingtrades.com
- A-13 Plumbers & Fitters Local 589
lu589bm@UANET.ORG
- A-14 Roofers Local 96
valocal96@yahoo.com
- A-15 Sheet Metal Workers Local 10
dchristy@smw10.org

A-16 Sprinkler Fitters Local 669
westby@mabeltel.coop

A-17 Teamsters Local 346
local@teamsters346.com

AGREEMENT TO BE BOUND

PROJECT LABOR AGREEMENT

The undersigned CONTRACTOR agrees that it has reviewed a copy of the Project Labor Agreement for the 2023 East Range Water Board Intake, Treatment and Distribution System Project located in Aurora, Minnesota and the surrounding area and further agrees to become a party to and bound to the foregoing Agreement.

Attest:

SIGNED FOR THE CONTRACTOR:

Dated: _____

Contractor Name

Contractor Address

Phone No., Job Site and/or Office

Fax No.

Signature

Title

Printed Name

