

# East Range Water Board

## Regular Meeting

Wednesday, February 16, 2022

4:30 p.m.

City/Town Government Center

### ***Board Members:***

Clark Niemi, TOW

Jon Skelton, TOW

Doug Gregor, COA

David Skelton, COA     Jim Gentilini, COA

### ***Other Team Members:***

Stefanie Dickinson, COA

Jodi Knaus, TOW

Wayne Thuringer, COA

Mike Larson, SEH

Miles Jensen, SEH

Kevin Young, SEH

Mia Thibodeau, Fryberger Law

Dennis Schubbe, COA

1. Call to Order/Roll Call
2. Approval of Meeting Minutes
  - a. December 15, 2021 – revised
  - b. January 3, 2022
  - c. January 19, 2022
3. Treasurer Report
  - a. Payments
  - b. Receipts
  - c. Balances (including the “Biwabik Fund”)
  - d. Invoices to Approve
    - 1 SEH #419441 in the amount of \$121,129.00
    - 2 Fryberger Law #2438 in the amount of \$2,989.50
    - 3 Others
4. Correspondence
  - a. SLC State Deed for property
5. Community Comments
6. Legal Matters:
  - a. Scenic Acres Land and Facility Title Clearance Work Estimate – Fryberger Law
  - b. By-law Adoption
  - c. Records Retention Schedule
7. SEH Report
  - a. Funding Initiatives
    - i. DIRRR Funding Status Update
    - ii. PFA Grant Applications
    - iii. Federal Funding Outreach

- iv. Others
    - b. Engineering Work Status Update
    - c. Tech Committee Report
- 8. Insurance Status – LMC Update
- 9. Community Outreach Plan
- 10. Other Business
- 11. Next Meeting Date: March 16, 2022
- 12. Adjournment

**Minutes**  
**Regular Meeting of East Range Water Board**  
**City/Town Government Center**  
**Wednesday, December 15, 2021**  
**4:30 p.m.**

PRESENT: Chairman, Doug Gregor; Vice Chairman, Jon Skelton; Secretary/Treasurer, David Skelton; Board Member, Clark Niemi; Board Member, Jim Gentilini

ABSENT:

ALSO PRESENT: Stefanie Dickinson, City of Aurora Clerk-Treasurer; Lindsey Luke, Secretary; Miles Jensen, SEH; Mike Larson, SEH; Dennis Schubbe, City of Aurora

A board meeting was called to order by Chairman Gregor at 4:33 p.m.

**1.) MOVED BY J. SKELTON SUPPORTED BY GENTILINI TO APPROVE THE MINUTES FROM NOVEMBER 17, 2021. MOTION CARRIED.**

2.) Treasurer D. Skelton updated the board regarding the Biwabik Fund balance and the Interim Financing with a current balance of \$559,767.53

**3.) MOVED BY J. SKELTON SUPPORTED BY NIEMI TO APPROVE THE SEH INVOICE #416244 IN THE AMOUNT OF \$119,032.00. MOTION CARRIED.**

**MOVED BY D. SKELTON SUPPORTED BY GENTILINI TO APPROVE THE SEH INVOICE #417568 IN THE AMOUNT OF \$128,884.00. MOTION CARRIED.**

A discussion took place about the need for a re-organizational meeting of the East Range Water Board.

**MOVED BY J. SKELTON SUPPORTED BY NIEMI TO SCHEDULE THE RE-ORGANIZATION MEETING OF THE EAST RANGE WATER BOARD FOR 4:30 PM ON JANUARY 3, 2022. MOTION CARRIED.**

D. Skelton discussed the need for a Secondary Treasurer for the East Range Water Board.

**MOVED BY GREGOR SUPPORTED BY D. SKELTON TO DELEGATE J. SKELTON AS THE SECONDARY TREASURER FOR THE EAST RANGE WATER BOARD. MOTION CARRIED.**

5.) Legal Matters:

Chairman Gregor talked with Board Member D. Skelton and Mia from Fryberger Law about the critical issues with the property ownership in the Scenic Acres area. As of now, Mia is still talking with land attorneys on this matter. An update will be given soon.

A discussion took place regarding the St. Louis County lease for intake site. SEH is moving forward with the assumption that the lease will go through.

Chairman Gregor had a meeting with Mia from Fryberger Law about the East Range Water Board by-law development. Gregor sent a draft to Mia regarding some changes that need to be made.

Aurora City-Clerk Treasurer Dickinson updated the board on the necessity for designating a responsible authority, establishing a data practices plan, and the adoption of a record retention schedule. This all can be done at a future meeting with the provided paperwork.

Aurora Deputy Clerk Luke gave an update on the acquisition of parcel 100-0047-00090. Submissions have been completed. The board is currently waiting for St. Louis County to finalize acquisition.

7.) SEH Report:

Miles Jensen, SEH, gave an update regarding the planned schedule. SEH is currently moving forward with producing the 100% plans and specs. With prices of materials being uncertain at this point, job quotes are becoming harder and harder to obtain.

Mike Larson, SEH, reported on the latest submittals for the project. New opportunities for funding such as the Investment for Infrastructure Jobs and Acts of Minnesota will distribute \$687 Million over the next five years. The project will hopefully be one of the qualifying recipients of these funds.

Miles Jensen, SEH, inquired about ownership on the contracts for the project. A discussion took place. The issue will be discussed with the Board's attorney and reported upon at the next meeting.

8.) St James Pit Update:

Board Member, Gentilini updated the board on the LCCMR status. The contract with NTS has been established.

Board Member, Gentilini updated the board on the status of the Zebra Mussels in St. James Pit.

9.) 2022 Regular Meeting Schedule:

**MOVED BY NIEMI SUPPORTED BY D. SKELTON TO ADOPT THE PROPOSED 2022 REGULAR MEETING SCHEDULE FOR THE EAST RANGE WATER BOARD. MOTION CARRIED.**

10.) Insurance Status – League of Minnesota Cities:

**MOVED BY J. SKELTON SUPPORTED BY D. SKELTON TO TABLE VOTING ON INSURANCE FOR THE EAST RANGE WATER BOARD. MOTION CARRIED.**

11.) Other Business:

A discussion took place regarding compensation payment for non-elected member of the East Range Water Board.

**MOVED BY J. SKELTON SUPPORTED BY GREGOR TO COMPENSATE MEMBERS OF THE BOARD NOT OTHERWISE COMPENSTATED BY TOWN OF WHITE OR CITY OF AURORA \$30.00 PER MEETING. BOARD MEMBER D. SKELTON WILL BE PAID RETRO PAY BACK TO THE FIRST MEETING HE ATTENDED. MOTION CARRIED.**

16.) Adjournment

**MOVED BY GENTILINI SUPPORTED BY D. SKELTON TO ADJOURN THE MEETING AT 5:43 P.M. MOTION CARRIED**

**Next Regular East Range Water Board Meeting Date: January 19, 2022, at 4:30 p.m.**

**East Range Water Board  
Reorganization Special Meeting Minutes  
City/Town Government Center  
Monday January 3, 2022  
4:30 p.m.**

PRESENT: Chairman, Doug Gregor; Vice Chairman, Jon Skelton; Secretary/Treasurer, David Skelton; Board Member, Clark Niemi; Board Member, Jim Gentilini;

ABSENT:

ALSO PRESENT: Jodi Knaus, Town of White Clerk;

A board meeting was called to order by Chairman Gregor at 4:32 p.m.

1.) Officers & Committee Appointments:

**MOVED BY J. SKELTON, SUPPORTED BY D. SKELTON TO KEEP ALL OFFICER ROLES OF THE WATER BOARD THE SAME FOR 2022 AS PREVIOUSLY ESTABLISHED. MOTION CARRIED**

**MOVED BY D. SKELTON, SUPPORTED BY C. NIEMI TO KEEP THE TECHNICAL COMMITTEE AND SUPPORT SERVICES COMMITTEE APPOINTMENTS THE SAME FOR 2022 AS PREVIOUSLY ESTABLISHED. MOTION CARRIED**

2.) The Water Board reviewed organizational matters and affirmed the following for 2022 as previously established at the July 21, 2021 Water Board Meeting:

- The Water Board meeting schedule will be the 3<sup>rd</sup> Wednesday of each month at 4:30 PM
- Meeting Postings will be on bulletin boards at City Hall & Township posting locations
- Fryberger Law provides all legal services
- Short, Elliott, & Hendrickson provides engineering services
- Walker, Giroux, & Hahne provides auditing services
- Mesabi Tribune is the official publication source
- Northern State Bank of Ashland – Aurora Branch is the official depository
- Jared Ahrens is the insurance agent through the League of MN Cities Insurance Trust

**MOVED BY D. SKELTON, SUPPORTED BY GENTILINI TO CONTINUE AND REAFFIRM THE ORGANIZED STRUCTURE AS OUTLINED ABOVE AND BE ALL INCLUSIVE AS PREVIOUSLY ESTABLISHED AT THE JULY 21, 2021 WATER BOARD MEETING. MOTION CARRIED**

**MOVED BY D. SKELTON, SUPPORTED BY NIEMI AUTHORIZING THE FIRST SIGNATORY ON CHECKS BE THE CITY OF AURORA CLERK, THE SECOND SIGNATORY ON CHECKS BEING THE TREASURER OF THE WATER BOARD, AND THE ALTERNATE SIGNATORY ON CHECKS BEING THE VICE CHAIRMAN OF THE WATER BOARD. MOTION CARRIED**

3.) Citizen Communication Goals for 2022

The Water Board would like to hold open forums with the public in the future as the project progresses and have newspaper inserts once we get to the point of having confirmed established maps and information for distribution. The Board needs to determine what information to share publicly and Dave Skelton thought basic information (how, why, etc.) is important. Jon Skelton reminded the Board the Township is posting information on the Town of White's website regarding the Project and minutes can

be emailed after approval to anyone who requests them. Also, anyone wanting to be notified of meetings can be sent the notice electronically. The City of Aurora will be creating an email notification list.

**MOVED BY D. SKELTON, SUPPORTED BY J. SKELTON APPROVING THE MEETING NOTIFICATION EMAIL SIGN UP AT THE CITY OF AURORA CLERK'S OFFICE. MOTION CARRIED**

The Water Board will discuss at the next meeting goals for 2022 and approve the 2022 budget. Bylaws are also pending approval. Dennis Schubbe has been appointed as an alternate Board member for the City of Aurora to replace Dave Skelton who is on vacation.

4.) Adjournment

**MOVED BY J. SKELTON SUPPORTED BY JIM GENTILINI TO ADJOURN THE MEETING AT 4:55 P.M. MOTION CARRIED**

**Next Regular East Range Water Board Meeting Date: January 19, 2022 at 4:30 p.m.**

**East Range Water Board  
Monthly Meeting Minutes  
City/Town Government Center  
Wednesday January 19, 2022  
4:30 p.m.**

PRESENT: Chairman, Doug Gregor; Vice Chairman, Jon Skelton; Alternate Secretary/Treasurer, Dennis Schubbe; Board Member, Clark Niemi; Board Member, Jim Gentilini;

ABSENT:

ALSO PRESENT: Jodi Knaus, Town of White Clerk; Stefanie Dickinson, City of Aurora Clerk & Treasurer; Chad Skelton, Bill Maki, Robert Rutka, Patti Luke, Mike Larson, Mia Thibodeau, Miles Jensen; Shannon Sweeney;

1.) A board meeting was called to order by Chairman Gregor at 4:35 p.m. Gregor announced Dennis Schubbe has been appointed by the City Council as an alternate for the Water Board representing the City of Aurora in the absence of David Skelton.

**MOVED BY J. SKELTON, SUPPORTED BY C. NIEMI APPROVING DENNIS SCHUBBE AS ALTERNATE SEAT ON THE WATER BOARD. MOTION CARRIED**

2.) Approval of Minutes December 15, 2021 – edits need to be made to the minutes presented to the Board.

**MOVED BY J. SKELTON, SUPPORTED BY J. GENTILINI TO TABLE THE APPROVAL OF MEETING MINUTES TO NEXT MONTH. MOTION CARRIED**

3.) Treasurer's Report - J. Skelton read the report showing disbursements of \$453,718.28 from the interim financing loan leaving an ending balance of \$546,691.72 and an interest payment of \$6,198.62 disbursed from the Biwabik Fund leaving a balance of \$197,378.97 with a combined total funding balance of \$744,070.69 between the two accounts.

**MOVED BY J. GENTILINI, SUPPORTED BY C. NIEMI APPROVING THE TREASURER'S REPORT DATED JANUARY 19, 2022. MOTION CARRIED**

**MOVED BY J. GENTILINI, SUPPORTED BY J. SKELTON APPROVING PAYMENT OF INVOICE #21-003 IN THE AMOUNT OF \$6,960.00 TO SCT INSPECTIONS. MOTION CARRIED**

4.) Correspondence - Jensen reviewed and distributed the Minnesota Pollution Control Agency Environmental Review Unit's written report dated December 29, 2021 with the Board. No action taken.

5.) Legal Matters:

- a) Scenic Acres Land - title needs to be cleared through Court proceedings; there are several outstanding issues that need to be resolved; Thibodeau will work with Gregor and email a cost estimate for legal professional services including legal representation at court proceedings; the estimated timeframe to complete the legal process to get clear title is two to three months.
- b) Intake Site Lease - St. Louis County is drafting the Lease for the Intake Site; Thibodeau wants direction from the Board on how to execute the lease; Thibodeau recommends the lessee for the intake site should be in the Township's name based on the Joint Powers Agreement language and the location of the intake site being within the Township boundaries; the lease would need to include language the lessee interests are assignable for

financing needs; Thibodeau will work with St. Louis County to get a lease to the Board for approval.

- c) Bylaws - were distributed and Gentilini brought forward several questions regarding language; more time is needed for review and clarification of language.  
**MOVED BY GENTILINI, SUPPORTED BY J. SKELTON TO TABLE THE APPROVAL OF BYLAWS TO NEXT MONTH'S MEETING. MOTION CARRIED**
- d) Responsible Authority - A data retention policy and procedures need to be adopted by the Board. Dickinson will work with Thibodeau and bring recommendations to the next meeting.  
**MOVED BY J. SKELTON, SUPPORTED BY D. SCHUBBE APPOINTING THE CITY CLERK OF AURORA, STEFANIE DICKINSON AS THE RESPONSIBLE AUTHORITY FOR DATA REQUESTS & DATA PRIVACY. MOTION CARRIED**
- e) Data Practices & Retention Schedule  
**MOVED BY C. NIEMI, SUPPORTED BY J. SKELTON TO TABLE THE DATA PRACTICES PLAN AND RECORDS RETENTION SCHEDULE ADOPTION TO NEXT MONTH'S MEETING. MOTION CARRIED**
- f) Parcel 100-0047-00090 is in the process of being acquired from the State of Minnesota. Payment has been made.

6.) Community Comments: None

7.) SEH Engineering Report

- a) Status Report – Jensen distributed to the Board the Project Status Report dated January 13, 2022 and gave verbal updates from the technical committee meetings. The final design plans for the water treatment plant and raw & finished water main plans are ready to be submitted to the MN Department of Health for review. The tentative bid date is February 24, 2022 which be pushed back due to the geotechnical investigations and reporting delays by NTS.

**MOVED BY J. GENTILINI, SUPPORTED BY D. SCHUBBE AUTHORIZING PAYMENT OF THREE SEPARATE CHECKS OF \$1,000.00, \$150.00, AND \$150.00 TO THE MINNESOTA DEPARTMENT OF HEALTH FOR PLAN REVIEW FEES FOR THE WATER TREATMENT PLANT, RAW WATER INTAKE BUILDING, AND RAW AND FINISHED WATER MAIN PROJECTS. MOTION CARRIED**

- b) Contingency Plans - Jensen reached out to Biwabik to see if they would share their Water Supply Contingency Plan. Jensen indicated the East Range Water Board will need to pay for Biwabik's barge system to be lowered and we will need an agreement in place and submitted to the DNR. It may be possible for Biwabik to extend the length of their pipe. Jensen suggested a meeting take place with Biwabik and Giants Ridge officials. Jon Skelton and Jim Gentilini will meet with Biwabik and Giants Ridge officials. Chairman Gregor will meet with the IRRR. Jensen will prepare draft plans for review at the next technical meeting and will reach out again to Jeff Jacobson, City of Biwabik Administrator. This needs to be resolved within the next two Water Board meetings.

- c) Public Boat Landing at Lake Mine - Niemi gave Jensen the contact information for the DNR representative to contact regarding the potential permanent closing of the boat landing on Lake Mine due to low water levels.

- d) Environmental Review - Schubbe inquired about an environmental review process being required if there is less than one acre of wetlands. Schubbe would like SEH to get confirmation in writing from the Army Corps of Engineers and MN Department of Health. Jensen will follow-up on this and report back to the Water Board.

- e) Agreement for Professional Services – New Agreement dated January 10, 2022 for engineering & professional services was reviewed by the Board. Jensen explained the remaining duties of Task 2A, 2B, 3, and 4. The estimated cost dated January 10, 2022 for the Water Project by SEH is now \$24,299,844.00. This price reflects a five percent (5%) increase of \$4,000,000.00 related to current market conditions. Gregor thanked the team at SEH for all of their hard work on the project.



**MOVED BY J. SKELTON, SUPPORTED BY D. SCHUBBE APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES WITH SHORT, ELLIOTT, & HENDRICKSON INC. EFFECTIVE JANUARY 17, 2022 FOR PROJECT TASKS 2A, 2B, 3, AND 4 AS PRESENTED IN THE AGREEMENT WITH PAYMENT FOR SERVICES WHEN TASKS ARE COMPLETED ACCORDING TO THE SCHEDULE PRESENTED. MOTION CARRIED**

f) Water Treatment Project Utility Rate Analysis – Shannon Sweeney presented an updated Utility Rate Analysis with an 88/12 cost split between the Township and City of Aurora according to the Joint Powers Agreement. There is a funding gap between 7.3 million and 9.8 million needed in supplemental grants depending on the scenario chosen by the Board for the rate structure. Several assumptions were made and the final funding mix from PFA will not be known until the project has moved through the application process. Overall, the rates are still affordable.

g) Funding Initiatives – Mike Larson explained to the Board we will be receiving \$150,000.00 in CDBG funding. The Governor is looking at increasing the maximum amount of WIF funding from \$5 million to \$8 million which would be very helpful. The financial team is looking at all options to reduce the funding gap for the project.

8.) St. James Pit Status Update – Gentilini indicated the City of Aurora is waiting for the results of the NTS study on St. James Pit. Samples will be taken from the pit for zebra mussels and they will be looking into dewatering and a different filtration system.

9.) Insurance Status – Jared Ahrens confirmed the LMCIT Insurance for the Water Board has been approved and will become effective once the bylaws are approved.

10.) Adjournment

**MOVED BY J. GENTILINI, SUPPORTED BY C. NIEMI TO ADJOURN THE MEETING AT 6:23 P.M. MOTION CARRIED**

**Next Regular East Range Water Board Meeting Date: February 16, 2022 at 4:30 p.m.**

## ERWB - Interim Financing

### Revenue

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

### 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, Buchanen, 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, Buchanen, 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
<i>Total Disbursements</i>				<u>\$ 579,336.78</u>
<i>Ending Balance</i>	as of February 17, 2022			<u>\$ 421,073.22</u>

***Biwabik Fund beginning balance 10/20/2021*** **\$ 203,577.59**

	DATE	VENDOR	DESCRIPTION	
	1/1/2022	First Independent Bank - Russell	Interest Payment	\$ 6,198.62
Biwabik Fund ending balance as of 2/17/2022				<u>\$ 197,378.97</u>

***TOTAL ENDING BALANCE Biwabik and Interim Financing combined as of 2/17/2022*** **\$ 618,452.19**

February 17, 2022 Disbursements

COMPANY	AMOUNT PAID
FRYBERGER BUCHANEN SMITH & FREDERICK	\$ 2,989.50
SEH	\$ 121,129.00
WALKER GIROUX & HAHNE LLC	\$ 350.00
<b>TOTAL</b>	<b>\$ 124,468.50</b>
MN Dept. of Health	\$ 150.00
MN Dept. of Health	\$ 1,000.00
<b>Grand Total</b>	<b>\$ 125,618.50</b>



# Invoice

 Invoice Number: **419441**

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

<b>Pay This Amount</b>	<b>\$121,129.00</b>
Due Date	13-FEB-22
Invoice Date	14-JAN-22
Bill Through Date	31-DEC-21
Terms	30 NET
SEH Customer Acct #	84463
Customer Project #	
Agreement / PO #	163450
Authorized Amount	\$493,000.00
Authorized Amount Remaining	\$16,192.00
Project Manager	Miles Jensen mjensen@sehinc.com 651.490.2000
Client Service Manager	Benita Crow bcrow@sehinc.com 651.490.2000
Accounting Representative	See Lor slor@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
(100% of \$211,300.00) less previously billed of \$124,667.00	\$86,633.00
(77% of \$70,400.00) less previously billed of \$19,712.00	\$34,496.00
	<b>\$121,129.00</b>

**Invoice total \$121,129.00**
**Project Billing Summary**

	<u>Current Amount Due</u>	Previously Invoiced	Cumulative
<b>Totals</b>	<b>\$121,129.00</b>	\$355,679.00	\$476,808.00

# FRYBERGER

— LAW FIRM —

fryberger.com

P.O. Box 16990  
Duluth, Minnesota 55816

## INVOICE

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

EAST RANGE WATER BOARD

For Legal Services Rendered Through 1/31/2022

February 8, 2022

Invoice No. 22438.000000.12202

File No. 22438.000000 - MET

CLIENT: EAST RANGE WATER BOARD  
MATTER: REAL ESTATE MATTERS

### Professional Fees

Date	Description	Atty	Hours
11/02/21	Review tax forfeiture information; email re same.	MET	2.00
11/16/21	Conference with Attorney Thibodeau regarding Energy Sciences & Consultants, Inc.-Nitrochem Energy Corp. Obtain information on Nitrochem and email to Attorney Thibodeau.	CW	0.40
12/01/21	Corporate work at request of Attorney Thibodeau.	RRK	0.40
12/01/21	Call re real estate matters; analysis re same.	MET	0.75
12/02/21	Review SOS filings re entity status and merger.	MET	1.10
12/03/21	Discussions and correspondence with Ms. Thibodeau; review and analysis regarding water system ownership, title issues, and corporate dissolution issues.	PBK	0.90
12/07/21	Analysis re steps to acquire ownership of Scenic Acres water system.	MET	1.25
12/14/21	Call and work re joint water system real estate matters.	MET	1.40
01/05/22	Review new documents from Bill Maki; analysis re same.	MET	0.60
01/10/22	Examine purchase agreement and deed produced by Mr. Maki; review declaration, surveys, certificate of title, and conduct analysis to address Maki claim of ownership; prepare memorandum summarizing analysis of unrecorded Maki deed and impact on water system ownership.	PBK	1.25
01/11/22	Email County; review JPA.	MET	1.25

**Professional Fees**

<b>Date</b>	<b>Description</b>	<b>Atty</b>	<b>Hours</b>
01/19/22	Analysis regarding quiet title issues discussed with Ms. Thibodeau; preliminary review of potential parties to quiet title proceedings.	PBK	0.25
01/20/22	Review legal descriptions and identify abstract and Torrens properties affected by water system title issues.	PBK	0.30
01/21/22	Call from County re lease terms; review same.	MET	0.75
01/31/22	Research on lease assignment language.	LPG	0.20
01/31/22	Work re SLC lease.	MET	0.80
<b>Total Professional Fees</b>			<b>\$2,976.50</b>

**Itemized Costs**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
12/22/21	Secretary of State;Check#126990	13.00
<b>Total Costs</b>		<b>\$13.00</b>

Current Invoice Amount	<b>\$ 2,989.50</b>
Prior Balance:	5,658.35
Payments & Adjustments:	-5,658.35
<b>Total Due:</b>	<b>\$ 2,989.50</b>

**Pay your bill online at [www.fryberger.com](http://www.fryberger.com) <<http://www.fryberger.com>>**

<b>Current (Less than 30)</b>	<b>30-59 Days</b>	<b>60-89 Days</b>	<b>90-119 Days</b>	<b>Over 120 Days</b>	<b>Total Amount Due</b>
<b>\$2,989.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,989.50</b>

**Please Note:** When your legal matter is completed, your file is closed and placed in storage. Closed files are placed on a schedule for destruction. While we make an attempt to contact you at the time your file is scheduled for destruction, we are not always successful. If you want to keep your file, you should request in writing that your file be returned to you at the time your matter is completed.

# Please return this page with remittance

Fryberger, Buchanan, Smith & Frederick  
P.O. Box 16990  
Duluth, MN 55816

EAST RANGE WATER BOARD

February 8, 2022  
Invoice No. 22438.000000.12202  
File No. 22438.000000 - MET

**Client: EAST RANGE WATER BOARD**

**Matter: REAL ESTATE MATTERS**

Total Current Professional Fees	2,976.50
Total Current Costs	13.00
Current Invoice Amount	<u>\$ 2,989.50</u>
Balance Forward:	5,658.35
Payments & Adjustments:	-5,658.35
<b>Total Due:</b>	<b><u>\$ 2,989.50</u></b>

Amount enclosed: \$ \_\_\_\_\_

Thank You



# Saint Louis County

Land and Minerals Dept. • [www.stlouiscountymn.gov](http://www.stlouiscountymn.gov) • [landdept@stlouiscountymn.gov](mailto:landdept@stlouiscountymn.gov)

**Julie Marinucci**  
Land Commissioner

January 24, 2022

RECEIVED

JAN 29 2022

CITY OF AURORA

City of Aurora  
16 W 2<sup>nd</sup> Ave N  
Aurora, MN 55705

Dear City of Aurora:

Your final payment has been processed for contract #C22200072. The recorded State Deed for your property is enclosed.

Thank you for doing business with St. Louis County.

Sincerely,

Anja Hogan  
Information Specialist II

alh

Enclosures: State Deed

cc: Area file

Land Commissioner's Office  
320 West 2<sup>nd</sup> Street, GSC 302  
Duluth, MN 55802  
(218) 726-2606  
Fax: (218) 726-2600

Pike Lake Area Office  
5713 Old Miller Trunk Hwy  
Duluth, MN 55811  
(218) 625-3700  
Fax: (218) 625-3733

Virginia Area Office  
7820 Highway 135  
Virginia, MN 55792  
(218) 742-9898  
Fax: (218) 742-9870



Office of the County Recorder  
St. Louis County, Minnesota  
Recorded on 01/19/2022  
At 3:26PM

RECEIVED  
01/19/22  
CITY OF AURORA

Document No. 01435579

Wendy Levitt  
County Recorder

By B Goodreau Deputy  
AFR 10137709

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Auditor

Deed Tax \$19.31

PIN(s) 100-0047-00090

Transfer Number(s) 153982

Deed Transfer

No delinquent taxes and transfer entered  
This 19th day of January, 2022  
Nancy Nilsen, County Auditor  
By April Rautio Deputy

CERTIFICATE OF VALUE FILED

---

Recording Fee: \$46.00  
Well Certificate Fee: \$0.00

This page has been added by the St. Louis County Recorder/Registrar of Titles to add the recording information to the attached document.

Notes:

RECEIVED

CITY OF AURORA

**Conveyance of Forfeited Lands**  
 Issued Pursuant to Minnesota Statute, Chapter 282

eCRV #1362041

Deed Tax Due: \$19.31

Date: 12/07/2021

Commissioner's Deed No. 02237829

WHEREAS, the real property described below has become duly forfeited to the State of Minnesota to be held in trust in favor of the taxing districts for the nonpayment of taxes or otherwise, and,

WHEREAS, pursuant to Minnesota Statutes section 282.01, subdivision 1a, paragraph (b) or subdivision 3 or subdivision 7a and related provisions, the Grantee has purchased the real property described below, and

WHEREAS, the Commissioner of Revenue has determined that the Grantee has fully complied with the conditions for said conveyance and is entitled to an appropriate conveyance of the real property, and,

NOW, THEREFORE, for valuable consideration and pursuant to said laws, the Commissioner of Revenue, acting on behalf of the State of Minnesota, a sovereign body (Grantor), does hereby convey and quitclaim to City of Aurora (Grantee), real property in St. Louis County, State of Minnesota legally described as follows:

Lot 9, Block 4, KNUFI 2ND ADDITION TO AURORA  
 "Subject to all easements of record"

Check here if all or part of the described real property is Registered (Torrens) ( )

together with all hereditaments and appurtenances belonging thereto, but excepting and reserving to the said state, in trust of the taxing districts concerned, all mineral rights, as provided by law.

Check applicable box:

- (X) The Seller certifies that the Seller does not know of any wells on the described real property.  
 ( ) A well disclosure certificate accompanies this document.  
     (If electronically filed, insert WDC number: )  
 ( ) I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

NOTE: The State of Minnesota is issuing this deed for the county and other taxing jurisdictions and in reliance on the Auditor's certification stating the above.

BY STATE OF MINNESOTA, ROBERT DOTY, Commissioner of Revenue

By:

SARAH ADAM, duly appointed representative of the Commissioner of Revenue.

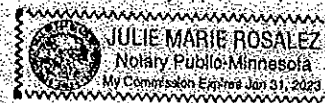
State of Minnesota  
 County of Ramsey

This instrument was acknowledged before me on 12th day of January, 2022, by SARAH ADAM, duly appointed representative of the Commissioner of Revenue, on behalf of the State.

*Julie Marie Rosalez*  
 \_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY:  
 Minnesota Department of Revenue  
 600 North Robert Street, 4<sup>th</sup> Floor  
 St. Paul, MN 55146

C22200072



Tax statements for the real property described in this document should be sent to:

Name: City of Aurora  
 Address: 16 W 2nd Ave N  
 Aurora, MN 55705

## BYLAWS OF EAST RANGE WATER BOARD

### PREAMBLE

These Bylaws are enacted, approved and adopted by the East Range Water Board (the “**Water Board**”), 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**”). It is the intent and desire of the Board that the Act and the Agreement be referenced to determine the basic purposes of the Board and the Water Board. These Bylaws are adopted for the purpose of outlining the operational procedures to be followed by the Board, its officers and employees in carrying out the purposes set forth in the Act and the Agreement. If at any time a conflict should arise between the provisions of these Bylaws and the provisions and directives of the Act or the Agreement, the provisions and directives of the Act will to the extent applicable be controlling and otherwise the provisions and directives of the Agreement will be controlling. Capitalized terms used herein but not defined shall have the meaning set forth in the Agreement.

### ARTICLE I GENERAL

#### 1.1 NAME AND STATUS.

a. *Name.* The East Range Water Board is referred to in these Bylaws as the “Water Board”.

b. *Status.* Pursuant to the Act the Water Board is a joint powers board with those powers specified in the Act and the Agreement.

1.2 MAILING ADDRESS. The mailing address of the Water Board is and will be located at:

16 West 2<sup>nd</sup> Avenue North

P.O. Box 160

Aurora, Minnesota 55705

The Board may designate other locations for the transaction of business from time to time.

1.3 SERVICE AREA. The Water Board serves those areas comprising a Project within the Governmental Units (the “**Service Area**”).

1.4 OFFICIAL NEWSPAPER. The official newspaper of the Water Board is the Mesabi Tribune.

1.5 OFFICIAL SEAL. The Board has not adopted an official seal.

## **ARTICLE II BOARD OF DIRECTORS**

2.1 NUMBER, QUALIFICATIONS AND REPRESENTATION.

a. *Number and Qualifications.* The Board shall be composed of five (5) members, consisting of three members appointed by the governing body of Aurora and two members appointed by the governing body of White. At least one appointee from Aurora shall be a sitting City Council member and at least one appointee from White shall be a sitting town Board Supervisor.

b. Alternates. Each Party shall appoint one (1) alternate who may serve in place of a member appointed by such Party if the member is absent.

c. Term. Each Board member serves until their successor has been appointed by the governing body of the Party appointing the Board member.

d. Vacancies Must be Filled. Any vacancy in the membership of the Board must be filled promptly by the appropriate appointing authority.

e. Appointing Authorities Responsible. The appointing Party is responsible for the actions of and attendance by the members it appoints to the Board.

2.2. OATH OF OFFICE. Each Board member must take and subscribe the oath defined in the Constitution of the State of Minnesota, Article V, Section 6.

## **ARTICLE III MEETINGS OF THE BOARD**

3.1 MEETINGS MUST BE OPEN. Except as provided in Minnesota Statutes, Section 13D.04, all meetings of the Board must be open to the public. The Board must keep minutes of its proceedings as a public record.

3.2 ANNUAL MEETING. The Board must hold an annual meeting on or as soon as practicable after the first business day in January of each year, to elect the officers to serve until the first business day in January of the following year. Each officer serves until a successor is appointed and has qualified. At the annual meeting, the Board will also review the membership and duties of any standing and temporary committees created under Section 9.1 of these Bylaws and make such changes as it deems advisable.

3.3 REGULAR MEETINGS. The regular meetings of the Board will be held at the date, time and location established by the Board from time to time. Notice of any change in

meeting date, time or location must be given in accordance with the requirements for special meetings, Section 3.4 below.

### 3.4 SPECIAL MEETINGS.

a. *How Called.* Special meetings may be held at any time subject to the call of the Chair or of any two Board members.

b. *Notice to Board Members.* Special meetings are called by written notice, sent by regular mail or electronic transmission, to each member of the Board at least three (3) business days prior to the meeting, or upon such other notice as the Board may by resolution provide.

c. *Notice to Public.* Pursuant to Minnesota Statutes, Section 13D.04, the following notices must be given for a special meeting:

i. The Board must post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the City of Aurora.

ii. The notice must also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings with the Board. This notice must be posted and then mailed, emailed or otherwise delivered at least three business days before the date of the meeting.

iii. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request for notice of special meetings, the Board may publish the notice once, at least three days before the meeting, in the official newspaper of the Water Board.

3.5 EMERGENCY MEETINGS. An “emergency” meeting is a special meeting of the Board called because of circumstances that, in the judgment of the Board, require immediate consideration by the Board. Pursuant to Minnesota Statutes, Section 13D.04, the following notices must be given for an emergency meeting:

a. *Notice to News Media.* The Board must make good faith efforts to provide notice of the meeting to each news medium that has filed a written request for notice (if the request includes the news medium's telephone number and/or email address as soon as reasonably practicable after notice has been given to the Board members.

b. *Manner of Notice.* Notice of the emergency meeting may be given by telephone or by any other method used to notify the members of the Board.

c. *Content of Notice.* The notice must include the subject of the meeting. If matters not directly related to the emergency are discussed or acted upon at an emergency meeting, the minutes of the meeting must include a specific description of the matters.

d. *Posted or Published Notice not Required.* Posted or published notice of an emergency meeting is not required but may be given.

3.6 COMPENSATION. Members of the Board who are otherwise compensated by the public for their services to the Board shall serve without compensation by the Board other than as provided below. Members of the Board who are not otherwise compensated by the public for their services to the Board may be compensated for their services to the Board. The Board will establish per diem rates for the conduct of such official business and attendance at meetings on behalf of the Board. Notwithstanding the above provisions, any Member of the Board may be paid their actual expenses while engaged in performing the duties of their office or otherwise engaged in the business of the Board, upon submission of vouchers and/or receipts therefor. Members of the Board will be reimbursed for their mileage expenses at the federal mileage reimbursement rate then in effect.

## ARTICLE IV OFFICERS

### 4.1 OFFICERS.

a. *Officers.* The officers of the Water Board are a Chair and one or more Vice-Chairs (who shall be designated in order, first and second) who must be members of the Board, and a Secretary and a Treasurer who may but need not be members of the Board.

b. *When Elected.* The Board must elect the officers initially within sixty (60) days of adoption of the Agreement and thereafter at the annual meeting for terms expiring on the first business day in January next following.

c. *Term.* Each officer serves until a successor is elected and has qualified.

d. *Offices may be Combined.* The offices of Secretary and Treasurer may be combined.

e. *Powers and Duties.* Except as otherwise provided, the Chair, Vice-Chair, Secretary, and Treasurer of the Water Board have like powers and duties, respectively, as the mayor, acting mayor, clerk, and treasurer of a statutory city.

### 4.2 CHAIR.

a. *Presiding Officer.* The Chair presides at all meetings of the Board, except as otherwise authorized by resolution of the Board.

b. *Recommendations.* At each meeting, the Chair may submit recommendations and information concerning the business, affairs and policies of the Board.

4.3 VICE-CHAIR. A Vice-Chair shall perform the duties of the Chair in the absence or incapacity of the Chair, and in the case of the resignation or death of the Chair, a Vice Chair performs the Chair's duties until such time as a new Chair is elected or appointed.

### 4.4 TREASURER.

a. *Custody of Water Board Funds.* The Treasurer has the care and custody of all funds of the Water Board and must deposit same in the name of the Water Board in such depository as the Board may direct, subject to the requirements of these Bylaws.

b. *Orders and Checks.* Except as may otherwise be provided in these Bylaws, the Treasurer and one other officer of the Water Board must (i) sign all orders and checks for the payment or withdrawal of funds and (ii) pay out and disburse the Water Board's funds or make arrangements for banking accounts, pursuant to the direction of the Board.

c. *Record Keeping and Reporting.* The Treasurer shall keep regular books of accounts showing all receipts and disbursements and render to the Board an account of the transactions and the current financial standing of the Board in the forms and at the times required by Article VIII of these Bylaws.

#### 4.5 SECRETARY.

a. *Record Keeping.* The Secretary shall keep the records of the Board, acts as secretary of the meetings of the Board, record all votes, keep a record of the proceedings to be kept for such purpose, and perform other duties incident to the office.

b. *Notices.* The Secretary must notify the Minnesota Secretary of State, the Saint Louis County Auditor, and the clerk of each of the Governmental Units of the locations and post office addresses of the meeting place and offices of the Water Board and any changes therein.

### ARTICLE V POWERS OF THE BOARD

#### 5.1 GENERAL.

a. *Exercised by Board.* All powers of the Water Board are exercised by its Board, except as may be expressly required by law or the Agreement.

b. *Statutory Powers.* The Board has charge and control of all the funds, property, and affairs of the Water Board. With respect thereto, the Board has the powers and duties provided by the Act and the Agreement. Except as otherwise provided, the exercise of the powers and the performance of the duties of the Board and officers of the Water Board and all other activities, transactions, and procedures of the Water Board or any of its officers, agents, or employees, respectively, are governed by the Act and the Agreement.

5.2 BOARD ACTIONS. To the extent permitted by the terms of the Agreement, the Act or otherwise by law, the Board may enact ordinances, prescribe regulations, adopt resolutions, and take other appropriate action relating to any matter within the powers and purposes of the Water Board, and may do and perform all other acts and things necessary or proper for the effectuation of said powers and the accomplishment of said purposes.

**ARTICLE VI  
WATER BOARD EMPLOYEES**

6.1 UTILITY SUPERINTENDENT.

a. *Appointment of Utility Superintendent.* The Water Board may employ a utility superintendent which may be a natural person or business entity whose duties are set forth in this Section.

b. *Duties.* The utility superintendent must:

i. Communicate with the Board, state and federal agencies to allow proper planning of all matters pertaining to public health and safety of the residents within the Service Area.

ii. Maintain the potable water extraction, treatment and distribution systems for the Water Board.

iii. Maintain adequate records of all tests and parameters as set by local, state and federal regulatory agencies and report any concerns relating to public health or environmental quality to the Board.

iv. If a natural person occupies this position, such person shall have and maintain at all times a valid Minnesota driver's license and shall hold the same or higher degree of license as the system license classification, and all other licenses, degrees or certificates required by the Board from time to time.

v. Maintain a safe working environment and observe and enforce appropriate safety precautions in the exercise of the duties of the position and by those supervised.

vi. Make those tests and observations required for the proper operation of the Joint System and to satisfy the appropriate reporting agency regulations.

vii. Have the ability to interpret laboratory tests and apply their results to the operational control of the Joint System.

viii. Notify the Board as to the need for tools, parts, and supplies.

ix. Become fully acquainted with the system and plant and the operational and treatment processes used, and take advantage of relevant training offered by the regulatory agency, manufacturer-supplier, or post-secondary educational institutions located in the area.

x. Maintain small auxiliary-powered equipment and tools associated with the different categories of the Joint System operation, including electrical pumps, emergency gen-set (generator) and tools of sufficient power to accomplish preventative and corrective maintenance.



6.2 OTHER POSITIONS. The Board may, by resolution, create such other positions as it deems necessary and may further establish the position description by resolution.

## **ARTICLE VII SURETY BONDS**

7.1 COVERAGE. The following officers and employees of the Board must be covered by surety bonds in at least the following amounts:

- a. Chair - \$ 50,000 with \$ 250 per occurrence deductible.
- b. Vice-Chair - \$ 50,000 with \$ 250 per occurrence deductible.
- c. Treasurer - \$ 50,000 with \$ 250 per occurrence deductible.
- d. Secretary - \$ 50,000 with \$ 250 per occurrence deductible.

7.2 BOND REQUIREMENTS AMENDMENT. The Board may, by resolution, establish surety bond requirements for other employees in the amounts it deems advisable and may increase the amount of surety bond required in Section 7.1 by resolution. However, any decrease in the amount of bonds required in Section 7.1 must be provided for by an appropriate amendment to these Bylaws.

## **ARTICLE VIII FINANCIAL MATTERS**

8.1. GENERAL. Except as otherwise provided in the Agreement, the Board has complete authority over all financial affairs of the Water Board and is responsible for determining all expenses of the Water Board, auditing and settlement of accounts, and in the collection, safekeeping and disbursements of all public monies coming into its possession.

8.2. DISBURSEMENTS.

- a. *Authorization and Payment.*
  - i. All disbursements over \$2,500.00 must be duly authorized by the Board. Board authorization must indicate the account out of which the disbursement is to be made.
  - ii. No checks may be issued until there is an amount of money to the credit of the fund out of which the voucher is to be paid which is sufficient to pay the voucher and all then outstanding vouchers against and encumbrances upon such fund.
- b. *Violations.* Any check for the payment of money violating any provision of this Section will be void.
- c. *Claims.* All claims against the Water Board must be accompanied by an itemized, verified statement, payroll, or time sheet, signed by the officer who has personal knowledge of the facts of the claim and vouches for the correctness and the reasonableness of the claim.

d. *Additional Requirements.* The Board, by resolution, may make further regulations for the safekeeping and disbursement of Water Board funds.

### 8.3. BUDGET.

a. *Committee.* The Board shall, each year appoint members to a committee for the purpose of developing the budget for the following fiscal year (the “**Budget Committee**”). The Budget Committee is responsible for preparing the budget for the Board for the following fiscal year, and for such other duties as may be prescribed by the Board.

b. *Committee Duties.* Not later than the first meeting in August in the first year of operation of a Project and thereafter by August of each year, the Budget Committee will prepare and submit to the Board a budget for the ensuing fiscal year. The budget must be based upon detailed estimates and must present the following information:

i. An itemized statement of the appropriations recommended by the Budget Committee for current expenses and for permanent improvements for the ensuing fiscal year, with comparative statements of the appropriations and expenditures for the current and past preceding fiscal year.

ii. Such other information as may be required by the Board.

c. *Consideration by Board.* The budget must be the principal item of business at the first regular meeting of the Board in September of the first year of operations and thereafter in September and of all subsequent regular meetings until passed and adopted.

d. *Public Meeting Optional.* All interested residents within the Service Area must have a reasonable opportunity to be heard at any meeting at which the budget is considered. Prior to the adoption of the budget, the Board may hold a public meeting at which time interested residents within the Service Area of the Water Board may be heard. The meeting may be held in conjunction with a regular or special meeting of the Board.

8.4 DEPOSITORYIES AND INVESTMENTS. Minnesota Statutes, Chapter 118A governs all depositories and investment of Water Board funds.

8.5 DEPOSIT OF FUNDS REQUIRED. The proceeds of all service, use, or rental charges, and other income of the Water Board must be deposited in the Water Board treasury and held and disposed of as the Board may direct for Water Board purposes, subject to any pledges or dedications made by the Board for the use of particular funds for the payment of bonds or interest thereon or expenses incident thereto or for other specific purposes.

8.6 FISCAL YEAR. The fiscal year of the Water Board is the same as the calendar year.

8.7 ACCOUNTING METHODS. The Board may prescribe and enforce such accounting methods, forms, blanks, and other devices as are consistent with the law and the standards of the Governmental Accounting Standards Board.

8.8 FINANCIAL STATEMENTS. The Treasurer or other qualified person acting on behalf of or at the direction of the Treasurer must submit to the Board a statement each month showing the amount of money in the Board Treasury, the status of the Water Board funds, the amount expended or chargeable against each of the annual budget allowances and the balance left in each fund and such other information relative to the finances of the Water Board as the Board may require.

8.9 AUDIT. The books of the Board must be audited regularly at least once each year by either (i) a reliable firm of certified public accountants employed by the Board or (ii) the Office of the State Auditor.

## **ARTICLE IX COMMITTEES**

9.1 COMMITTEES APPOINTED. Standing or temporary committees may be appointed by the Board from time to time, the membership and duties of which shall be reviewed as provided in Section 3.1 of these Bylaws.

9.2 DUTIES OF COMMITTEES. The Board may invest the committees with the duties it deems necessary and may subject the committees to conditions prescribed by the Board.

9.3 COMMITTEE REPORTS. All committees must report to the Board at the time or times the Board designates. If the Board does not designate a time to report, all committees appointed must report to the Board at the next regular meeting of the Board following the committee's appointment.

## **ARTICLE X EXECUTION OF DOCUMENTS**

Unless otherwise provided in law, these Bylaws, or a resolution of the Board, all contracts, bonds, certificates of indebtedness and all instruments of every kind to which the Board is a party, must be executed in the name of the Board by the Chair and countersigned by the Secretary.

## **ARTICLE XI POWERS OF THE WATER BOARD**

11.1 Powers. The Board has the powers set forth in the Act and the Agreement and also those powers necessary and incidental to carrying out the purposes set forth in these Bylaws, including but not limited to the following:

- a. The Board may make and enter into contracts in its own name subject to Minnesota Statutes 471.345, including contracts for providing services to other governmental units.
- b. The Board may, upon approved job descriptions, employ agents and employees and the necessary personnel for the operation and maintenance of the Joint System.
- c. The Board may acquire, purchase, lease, hold and dispose of property, both real and personal.

d. The Board may incur debts and liabilities as necessary for the accomplishment of its purposes in accordance with the Act, except as limited by the Agreement.

e. The Board may sue in its own name.

f. The Board may recommend the establishment of a fee schedule for its services which must be approved as provided in the Agreement.

g. The Board may enter into contracts to provide operational services to the Board on an interim basis.

h. The Board may propose ordinances and regulations for approval by the Governmental Units, adopt resolutions, and take other appropriate action relating to any matter within the powers and purposes of the Board, and may do and perform all other acts and things necessary or proper for the effectuation of said powers and the accomplishment of said purposes, all as provided in the Agreement.

i. The Board shall have such other powers as may be delegated by the Governmental Units from time to time.

11.2 Duties. In addition to the duties of the Board provided for elsewhere in the Agreement, the duties of the Board include, but are not limited to the following:

a. The Board shall determine general policy of Board and policies applicable to the Joint System.

b. The Board shall hire auditors to annually audit the financial affairs of the Board as of the end of each fiscal year and deliver the final audit report to the Governmental Units, if required by State law.

c. The Board shall authorize by resolution any officer or agent to sign checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of Board.

d. The Board shall annually select banks as depositories by resolution and its official newspaper.

e. The Board may set a per diem rate for members of the Board for attendance at any required meeting for conducting business or other work required on behalf of Board.

f. The Board shall authorize reimbursement of appropriate expenses for members of the Board.

g. The Board shall determine official posting places for official notification by motion.

**ARTICLE XII**  
**[INTENTIONALLY OMITTED]**

**ARTICLE XIII**  
**[INTENTIONALLY OMITTED]**

**ARTICLE XIV**  
**[INTENTIONALLY OMITTED]**

**ARTICLE XV**  
**WATER BOARD ORDINANCES**

15.1 Adoption of Ordinances. Pursuant to Article VII of the Agreement, ordinances of the Board are adopted as follows:

a. *Recommendation.* The Board shall make recommendations to the governing bodies of the Governmental Units regarding the adoption or amendment of ordinances and rates for the use and availability of the Joint System.

b. *Adoption of Ordinances by Governmental Units.* Each of the Governmental Units has agreed under the terms of the Agreement to adopt and enforce within its jurisdiction ordinances that are in substantial conformity with the terms of Board's recommendations regarding ordinances relating to the Joint System, including but not limited to provisions regarding rates and charges, new connection fees, penalties for ordinance violations, right of entry, permits and licenses, variances and connection specifications. The governing bodies for each Governmental Unit have agreed that no new connections to the Joint System may be made unless the Board's operator in charge of the system confirms the Joint System has sufficient capacity to permit the new connection.

c. *Extraterritorial Service.* No properties located outside the municipal boundaries of the Service Area may be served by the Joint System except pursuant to written agreement of the governing bodies of the Governmental Unit; provided that in the event of an emergency, service outside the municipal boundaries of the Service Area may be authorized by unanimous vote of the Board.

15.2 Enforcement of Ordinances. Each Governmental Unit will enforce its ordinances within its jurisdiction as necessary to comply with the requirements of these Bylaws and the Agreement.

**ARTICLE XVI  
AMENDMENT AND REVOCATION**

These Bylaws may be amended or revoked by resolution approved by four-fifths (4/5) of the members of the Board.

These Bylaws were originally adopted on \_\_\_\_\_, 2022.

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary

**ATTACHMENT A**  
**SERVICE AREA**

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**STATUS REPORT**  
**EAST RANGE WATER PROJECT**  
**TASK 2 & TASK 3**  
**EAST RANGE WATER BOARD**  
**CITY OF AURORA & TOWN OF WHITE**  
**SEH Project No. 159723**

DATE: Friday, February 11, 2022

**ATTACHMENTS TO THIS DOCUMENT**

- 1) SHPO Letter of 2/9/2022 relating to the Environmental review
- 2) SCT 100% Review Letter
- 3) Draft Contingency Plan Agreement between the ERWB and City of Biwabik
- 4) Draft Contingency Plan Agreement between the ERWB and the IRRRB
- 5) NTS Geotechnical reports & Boring Logs (may be sent under separate cover due to email capacity)

**DISCUSSION ITEMS**

The following provides a brief discussion of the project status to date. The items in **BOLD** are new since the 1/13/2022 status report.

- 1) Task 2 – Final Design
  - a) WTP, Raw Water Intake Building, and Raw and Finished Water Main:
    1. Two (2) sets of 100% signed construction documents for the WTP and Water Main projects were submitted to the MDH on Wednesday, January 19, 2022. **No response has been received back from the MDH to date. SEH will contact Chad Kolstad next week – after he returns to the office from vacation.**
    2. **SEH continues to work on the Raw Water Intake P&S and submit them in the next few weeks.**
    3. SEH QC efforts will continue through the month of February 2022 and up until the MDH review comments are received.
  - b) Project Bid Dates:
    1. For the MDH submittals, the proposed project bid dates will be set as February 24, 2022 as discussed with the Technical Committee.
    2. This date is just a placeholder.
    3. SEH also understands that the final determination for bid dates will be made after the funding matters are settled.
  - c) Opinion of Probable Cost:
    1. **SEH is available to meet with the City of Aurora and Town of White to discuss the project and OPC at mutually convenient dates times.**
- 2) Appropriations Permit
  - a) SEH has submitted the draft the permit application.
  - b) 12/17/2021 SEH received the following questions and information request from the DNR that SEH will respond to following discussions with the ERWB:
    1. Amount of groundwater to be appropriated for constructing the caisson/water intake. Include dewatering details, such as proposed receiving water (will it be pumped directly into the Embarrass Pit?). **SEH will respond in the final response packet by sharing the dewatering specification from the Raw Water Intake documents.**
    2. Provide evidence of ownership, or control of, or a license to use, the riparian property where the water intake will be located. **SEH will provide a copy of the SLC lease agreement in the final response packet once it is finalized with the County.**
    3. Water Supply Contingency Plans (or other agreements) for the City of Biwabik and Giants Ridge that address potential impacts to their existing water supplies and mitigation for impacts. **SEH has enclosed two (2) draft contingency plan agreements for the City of Biwabik and the IRRRB for the ERWB to review and comment on. Subsequent to this review, SEH will facilitate the meeting with the City of Biwabik and mayor Gregor will do the same with the IRRB.**
    4. Details regarding impacts to the existing public access, such as if the plan is to alter/close the access and inform the public of changes. **SEH would like to hear from the Town of White on a response that we can include in the final response packet.**
    5. Changes that would be needed to the system if other municipalities are added on to the same



- system. **SEH will respond in the final response packet by stating: There will be no physical changes needed to the Raw Water Pump Station should Biwabik and/or Hoyt Lakes request service in the future. The Raw Water Pump Station and Intake have been physically sized to support service to Biwabik and Hoyt Lakes.**
6. **SEH will assemble the collection of responses in one (1) document as soon as all items are addressed.**
- 3) Environmental Review:
- a) **Minnesota State Historic Preservation Office (SHPO):**
    1. **SEH received a 2<sup>nd</sup> review letter on 2/9/2022 (see attached) that seems to suggest that a Phase Ia archaeological assessment be conducted at the raw water intake site. This involves a desktop/literature review for resources. If, as a result of this assessment, a Phase I archaeological survey is recommended, this survey should be conducted.**
    2. **SEH is in communications with SHPO on this matter in hopes of eliminating this requirement.**
    3. **The matter remains unresolved.**
  - b) MPCA:
    1. The ERWB received a response letter on 1/3/2022. The letter provides guidance for storm water runoff that SEH is following in our preparing the project SWMPP.
    2. No further comments are needed.
  - c) US Fish and Wildlife:
    1. SEH received email comments on 12/22/2021.
    2. According to the comments received, SEH was directed to utilize the USFW Information for Planning and Consultation (IPaC) system to create an “official species list” of federally listed species and designated critical habitat that may be impacted by this project. Specifically, for the:
      - (1) Rusty patched bumble bee, and the
      - (2) Northern Long Eared Bat (NLEB):
    3. SEH completed this response on 1/11/2022.
  - d) Once all comments are received, SEH will prepare a summary letter to the MDH indicating the Environmental Review is complete.
- 4) Building Official Review:
- a) **SEH submitted the 100% signed construction documents for the WTP to the BO on 2/11/2022.**
  - b) SEH received a review letter from the BO on 2/1/2022 indicating approval.
- 5) MDH Communications and Review:
- a) See 1a above.
- 6) Project Schedule
- |   |   |
|---|---|
| a) Task 3 - Permitting and Regulatory Approvals | March 2020 – <b>March 2022</b>                          |
| b) Task 4 - Bidding & Project Award Services    | <b>March 2022 – May 2022, or as the ERWB may direct</b> |
- 7) Scenic Acres:
- a) Service agreement and connection fees between East Range Water Board and ScenicAcres yet to be determined.
- 8) Pineville and Scenic Acres Water Main
- a) An easement was presented to Rosa for the Scenic Acres water main section in the vicinity of the intersection of HWY 135 and Scenic Acres Road. No response back, yet. A copy of this easement agreement was conveyed to the COA/TOW this past week.
- 9) Geotechnical Investigations & Reporting (Soil Borings):

- a) **The soil boring effort appears complete.**
  - b) **On 2/2/2022, SEH finally received the:**
    - 1. **Geotechnical report for the Raw Water Main work, and**
    - 2. **The factual report for the raw water intake structure**
  - c) **This information is now being evaluated for application to the construction documents.**
  - d) **Completion of the raw water intake plans can now continue to completion.**
- 10) Tech Meetings:
- a) **SEH and COA/TOW plant operations staff have not met since the 1/11/2022 meeting.**
  - b) **Another Tech Meeting will not be scheduled until the raw water intake documents are complete and we have response back from the MDH.**

END.

February 9, 2022

Miles B. Jensen  
SEH Inc.  
3535 Vadnais Center Drive  
St. Paul, MN 55110-3507

RE: SEH No. AUROR 159723  
East Range Joint Water Treatment Plant Project  
Aurora, St. Louis County  
SHPO Number: 2022-0457

Dear Miles Jensen:

Thank you for continuing consultation on the above referenced project. Information received on January 5, 2022 has been reviewed pursuant to the responsibilities given the State Historic Preservation Officer by the National Historic Preservation Act of 1966 and implementing federal regulations at 36 CFR 800, pursuant to the provisions of the Memorandum of Understanding among the Minnesota Public Facilities Authority, the Minnesota Department of Health, and the Minnesota State Historic Preservation Office, and pursuant to the responsibilities given the State Historic Preservation Office by the Minnesota Historic Sites Act (Minn. Stat. 138.665-666) and the Minnesota Field Archaeology Act (Minn. Stat. 138.40).

According to your January 5, 2022 correspondence, the East Range Water Board is proposing to construct a new municipal drinking water treatment plant which will be the primary drinking water treatment source for the City of Aurora, Town of White, City of Biwabik, and the City of Hoyt Lakes. The proposed project includes:

- Watermain extension through Pineville and Scenic Acres
- Construction of Raw Watermain from the Raw Water Pump Station to the Water Treatment Plant
- Construction of a new Raw Water Pump Station 75 ft from the Embarrass Mine Pit shoreline
- Construction of a new Water Treatment Plant with consideration for future expansion in Aurora
- Construction of new access drives, parking, and fencing at the new Water Treatment Plant

Due to the nature and location of the proposed project, we continue to recommend that a Phase Ia archaeological assessment be completed. If, as a result of this assessment, a Phase I archaeological survey is recommended, this survey should be conducted. The survey must meet the requirements of the Secretary of the Interior's Standards for Identification and Evaluation and should include an evaluation of National Register eligibility for any properties that are identified. For a list of consultants who have expressed an interest in undertaking such surveys, please visit the website [www.mnhs.org/preservation/directory](http://www.mnhs.org/preservation/directory), and select "Archaeologists, Contract" in the "Specialties" box.

We look forward to further consultation on this project. If you have any questions regarding our review of this project, please contact me at [kelly.graggjohnson@state.mn.us](mailto:kelly.graggjohnson@state.mn.us).

Sincerely,

*Kelly Gragg-Johnson*

Kelly Gragg-Johnson  
Environmental Review Program Specialist

cc: Chad Kolstad, MN Dept of Health

## **EAST RANGE WATER TREATMENT PLANT**

**Date:** 2/1/2022

**Attn:**

ERWTP BOARD  
AURORA, MINNESOTA 55705

SEH INC  
ST PAUL, MINNESOTA 55110

**Project Title:**

**EAST RANGE WATER TREATMENT PLANT  
AURORA, MINNESOTA 55705**

The following comments are the Final plan review notes allowing for the bid set to be distributed for the **EAST RANGE WATER TREATMENT PLANT BUILDING PROJECT** in the City of Aurora, MN. This review is based on the **2020 Minnesota State Building Code** which adopts the 2018 International Building Code with amendments (Minnesota Rules Chapter 1305), the Minnesota Conservation Code for Existing Buildings Rule 1311, the Minnesota Accessibility Code Rules Chapter 1341, the Minnesota Mechanical and Fuel Gas codes MR 1346, and the Minnesota Energy Code Rule 1323.

Structural review by others. Plumbing review by others. Fire suppression review by others.

The purpose of this code review is to establish minimum requirements to safeguard the public health, safety, and general welfare to the building. Site visits may have additional requirements to what is stated here.

After 2 plan review letters, we at SCT Inspections appreciate the cooperation from SEH Inc., including Miles Jensen, Douglas Gregor, David Skelton, Ben Frick and Kevin Young. All the items brought up from correspondence have been addressed on the final bid package plans.

These plans meet the 2020 Minnesota State Building Code as all comments have been included into the plan set.

The Plan review contract will be considered completed and final payment will be invoiced prior to construction commencing. Any addendums or changes can be reviewed under the Plan Review contract until substantial project competition.

Sincerely,

*Steve Thorp*

SCT Inspections



Building a Better World  
for All of Us®

TO: City of Biwabik  
FROM: East Range Water Board  
DATE: January 28, 2022  
RE: Water Supply Contingency Plan Agreement  
SEH No. 163450 14.00

**Water Supply Contingency Plan Agreement  
Water Appropriations Permit [redacted] - [redacted]**

This Water Supply Contingency Plan Agreement (“Agreement”) is being entered into the East Range Water Board (“ERWB”), and the City of Biwabik (“City”), and shall become an addendum to Water Appropriations Permit Number [redacted] - [redacted].

Whereas the East Range Water Board is being issued a Minnesota Department of Natural Resources (“DNR”) Water Appropriations Permit to appropriate water from the Embarrass Pit for its municipal water source as a replacement for Water Appropriations Permit \_\_\_\_\_.

The ERWB and the City agree that ERWB will be responsible for the reasonable costs associated with mitigating adverse impacts to the City’s water intake that directly result from the ERWB’s use of Embarrass Pit as a water source.

Now, therefore, in consideration of the premises and covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the ERWB and the City agree as follows:

**TERMS**

1. This Agreement will become effective upon the DNR’s issuance of Water Appropriations Permit [redacted] - [redacted]
2. The ERWB and the City agree that the ERWB will consult directly with City personnel, or its representatives, to determine and agree upon a mitigation plan which shall be based on the direct impact of the ERWB’s Permit on the City’s water intake. As part of that plan, ERWB shall be responsible for the reasonable costs associated with implementation of any agreed upon mitigation plan for the Cities’ water intake system.
3. The ERWB and the City agree that ERWB’s obligations under this Agreement are only for those impacts to the Cities’ water intake caused directly by the ERWB’s water appropriations under the rate and volume authorized under Water Appropriations Permit [redacted] - [redacted]. ERWB shall not be responsible for any impacts caused by any other water appropriations from the Embarrass Pit. Any impacts that result from any amendment to Permit [redacted] - [redacted] that increases the appropriation

rate and/or volume allowed under the existing Permit are specifically excluded from this Agreement.

4. Each Party shall bear its own expenses, including but not limited to legal fees, in connection with the negotiation, execution and performance of this Agreement.
5. No Party may assign or transfer, in whole or in part, any of its binding rights, obligations, duties or responsibilities provided for herein without written consent of the other party.
6. This Agreement shall be governed by the laws of the State of Minnesota, excluded its conflict of laws provisions. Any dispute that cannot be amicably resolved through consultation of the parties shall be brought in a court of competent jurisdiction in Minnesota. Nothing in this agreement shall prevent the parties from utilizing the DNR dispute process provided in MN Rules 6115.0730 – Well Interference Problems Involving Appropriation.
7. This Agreement constitutes the entire agreement between the Parties and supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings, whether written or oral with respect to the matters discussed herein. No change in or addition to any of the terms or conditions of this Agreement shall be binding upon a Party unless in a writing signed and delivered by an officer of each Party intending to be bound by such change or addition. The ERWB acknowledges and agrees that it has undertaken the necessary approval process including obtaining authority by any representative body of the ERWB to execute this agreement and agree to have the ERWB bound by its terms. Each Party acknowledges and agrees that in entering into this Agreement it has not relied and is not relying on any representation, warranties, or other statements whatsoever, whether written or oral other than those expressly set out in this Agreement and that it will not have any right or remedy arising out of any representation, warranty, or other statement not expressly set out in this Agreement.
8. This agreement may be terminated at any time by the written agreement of all Parties. Upon approval by the DNR, ERWB shall have the right to terminate this agreement after drawdown occurs and water levels in the Embarrass Pit have stabilized, as shown by Embarrass Pit water level data.

**East Range Water Board**

By:

Name:

Title:

**City of Biwabik**

By:

Name:

Title:



Building a Better World  
for All of Us®

TO: Department of Iron Range Resources and Rehabilitation  
FROM: East Range Water Board  
DATE: January 28, 2022  
RE: Water Supply Contingency Plan Agreement  
SEH No. 163450 14.00

**Water Supply Contingency Plan Agreement  
Water Appropriations Permit [ ] - \_\_\_\_\_**

This Water Supply Contingency Plan Agreement (“Agreement”) is being entered into the East Range Water Board (“ERWB”), and the Department of Iron Range Resources and Rehabilitation (“IRRR”), and shall become an addendum to Water Appropriations Permit Number [ ] - \_\_\_\_\_.

Whereas the East Range Water Board is being issued a Minnesota Department of Natural Resources (“DNR”) Water Appropriations Permit to appropriate water from the Embarrass Pit for its municipal water source as a replacement for Water Appropriations Permit \_\_\_\_\_.

The ERWB and the IRRR agree that ERWB will be responsible for the reasonable costs associated with mitigating adverse impacts to the IRRR Quarry Golf Course’s water intake that directly result from the ERWB’s use of Embarrass Pit as a water source.

Now, therefore, in consideration of the premises and covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the ERWB and the City agree as follows:

TERMS

1. This Agreement will become effective upon the DNR’s issuance of Water Appropriations Permit \_\_\_\_ - \_\_\_\_
2. The ERWB and the IRRR agree that the ERWB will consult directly with IRRR personnel, or its representatives, to determine and agree upon a mitigation plan which shall be based on the direct impact of the ERWB’s Permit on the IRRR Quarry Golf Course’s water intake. As part of that plan, ERWB shall be responsible for the reasonable costs associated with implementation of any agreed upon mitigation plan for the Cities’ water intake system.
3. The ERWB and the IRRR agree that ERWB’s obligations under this Agreement are only for those impacts to the IRRR Quarry Golf Course’s water intake caused directly by the ERWB’s water appropriations under the rate and volume authorized under Water Appropriations Permit \_\_\_\_ - \_\_\_\_ . ERWB shall not be responsible for any impacts caused by any other water appropriations from the Embarrass Pit. Any impacts that result from any amendment to Permit \_\_\_\_ - \_\_\_\_ that increases

the appropriation rate and/or volume allowed under the existing Permit are specifically excluded from this Agreement.

4. Each Party shall bear its own expenses, including but not limited to legal fees, in connection with the negotiation, execution and performance of this Agreement.
5. No Party may assign or transfer, in whole or in part, any of its binding rights, obligations, duties or responsibilities provided for herein without written consent of the other party.
6. This Agreement shall be governed by the laws of the State of Minnesota, excluded its conflict of laws provisions. Any dispute that cannot be amicably resolved through consultation of the parties shall be brought in a court of competent jurisdiction in Minnesota. Nothing in this agreement shall prevent the parties from utilizing the DNR dispute process provided in MN Rules 6115.0730 – Well Interference Problems Involving Appropriation.
7. This Agreement constitutes the entire agreement between the Parties and supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings, whether written or oral with respect to the matters discussed herein. No change in or addition to any of the terms or conditions of this Agreement shall be binding upon a Party unless in a writing signed and delivered by an officer of each Party intending to be bound by such change or addition. The ERWB acknowledges and agrees that it has undertaken the necessary approval process including obtaining authority by any representative body of the ERWB to execute this agreement and agree to have the ERWB bound by its terms. Each Party acknowledges and agrees that in entering into this Agreement it has not relied and is not relying on any representation, warranties, or other statements whatsoever, whether written or oral other than those expressly set out in this Agreement and that it will not have any right or remedy arising out of any representation, warranty, or other statement not expressly set out in this Agreement.
8. This agreement may be terminated at any time by the written agreement of all Parties. Upon approval by the DNR, ERWB shall have the right to terminate this agreement after drawdown occurs and water levels in the Embarrass Pit have stabilized, as shown by Embarrass Pit water level data.

**East Range Water Board**

By:

Name:

Title:

**City of Biwabik**

By:

Name:

Title: