

EAST RANGE WATER BOARD
Regular Meeting
Wednesday, April 20, 2022
4:30 p.m. 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: Stefanie Dickinson (COA); Jodi Knauß (TOW); Wayne Thuringer (COA); Jim Gentilini (COA);

Mike Larson (SEH); Miles Jensen (SEH); Kevin Young (SEH); Mia Thibodeau (Fryberger Law); Shannon Sweeney

(David Brown Associates);

AGENDA

1. Call to Order/Roll Call
2. Approval of the Agenda
3. Approval of March 16, 2022 Meeting Minutes
4. Legal Matters – Mia Thibodeau/Paul Kilgore Updates Including but not limited to:
 - a. Scenic Acres Land & Facility Title Clearance
 - b. St. Louis County Lease Status – Intake Site – Draft Lease attached
5. Guests – No requests received
6. Engineering Updates - SEH
 - a. Funding Initiatives – Mike Larson
 1. State Bonding Update, CDC Applications were submitted
 2. Project Financing & Total Cost Review Discussion
 3. Resolution 2022-001 Authorizing Application To & Accepting Grant Funding
 - b. Engineering Work
 1. Review 4/14/22 Status Report
 2. Phase IA Archaeological Assessment –Agreement enclosed
 3. Scenic Questions – email response from Miles
 4. Wetland Permits – email response from SEH Natalie White
7. Bat Nesting Sites – Tree Removal Required prior to June 1, 2022
8. Community Outreach Plan Proposal & Cost Estimate Review – Kristen Peterson
9. Contingency Plans Discussion – SEH
10. Treasurers Report
 - a. Fund balances
 - b. Invoices for Approval
 1. NOS Automation LLC Invoice #1202203010 - \$18,256.62
 2. SEH Invoice #423541- \$704.00
 3. LMCI Insurance Premium Invoice - \$2,004.00
 4. Fryberger Invoice #22438,000001.12203 - \$2,942.00
11. Correspondence Received
 - a. LMCI Coverage Binder
 - b. East Range Shopper Thank You
 - c. Project Briefing Session Handout with PFA

12. Other Business
 - a. St. James Pit & Current Water Plant updates
 - b. Rate Analysis Discussion
 - c. Board Member Timesheets – Sample Attached
13. Next Meeting Date: Wednesday, May 18, 2022
14. Adjournment

**East Range Water Board
Monthly Meeting Minutes
City/Town Government Center
Wednesday March 16, 2022
4:30 p.m.**

Agenda Item 3

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

ABSENT: None

ALSO PRESENT: Jodi Knaus, Town of White Clerk; Stefanie Dickinson, City of Aurora Clerk & Treasurer; Robert Rutka, Jim Luke, Mike Larson (Zoom), Bill Maki, John Baxter

1.) A board meeting was called to order by Chairman Gregor at 4:30 p.m.

2.) **Approval of Agenda & Minutes
MOVED BY JON SKELTON, SUPPORTED BY DAVID SKELTON APPROVING THE
FEBRUARY 16, 2022 MEETING MINUTES AS PRESENTED. MOTION CARRIED**

3.) **Board Membership Updates** - Chairman Gregor updated the Board the City of Aurora appointed Dennis Schubbe permanently to the Water Board replacing Jim Gentilini.

4.) **Legal Matters:**

- a) **Scenic Acres Land & Facility Title Clearance** – Paul Kilgore has been assigned to this task. Fryberger needs authorization from the Board in order to proceed. Estimated timeline for completion of work is three to four months. Objective is to clear any questions of ownership of the water facilities and infrastructure in Scenic Acres. The infrastructure runs under the road. Kilgore may contact Jodi Knaus with any questions. Mia questioned what is the status on the easement from David Rosa as she has not heard from SEH.
**MOVED BY DAVID SKELTON, SUPPORTED BY CLARK NIEMI APPROVING
FRYBERGER LAW TO MOVE FORWARD WITH CLEARING THE TITLE AND
OWNERSHIP OF THE EXISTING INFRASTRUCTURE IN SCENIC ACRES.
MOVED BY DAVID SKELTON, SUPPORTED BY DOUG GREGOR APPROVING
FRYBERGER LAW TO PERFORM LEGAL SERVICES FOR SCENIC ACRES LAND &
FACILITY TITLE CLEARANCE WORK AT A COST OF UP TO \$10,000.00. MOTION
CARRIED**
- b) **MN Cities General Records Retention Schedule**
**MOVED BY DAVID SKELTON, SUPPORTED BY CLARK NIEMI APPROVING THE MN
CITIES GENERAL RECORDS RETENTION SCHEDULE TO BE USED FOR RECORDS
RETENTION FOR THE EAST RANGE WATER BOARD. MOTION CARRIED**
- c) **Data Practices Policy for Members of the Public**
**MOVED BY JON SKELTON, SUPPORTED BY DENNIS SCHUBBE ADOPTING THE
PRESENTED DATA PRACTICES POLICY FOR MEMBERS OF THE PUBLIC
EFFECTIVE TODAY, MARCH 16, 2022. MOTION CARRIED**
- d) **St. Louis County Lease Status** – Draft was sent from St. Louis County to Mia at Fryberger

5.) **Guests: Jim Luke and John Baxter** - Presented a list of questions to the Board for discussion only. 'The Scenic Acres residents' have a lot of questions. Miles Jensen provided answers to the questions via email and those answers were reiterated back to Jim Luke and John Baxter. Miles Jensen was not present at the meeting so follow-up will be needed. It was confirmed there is a flushing hydrant, with connecting pipe and valves planned at each of the two cut-de-sacs; David Skelton confirmed the water lines extend beyond the hydrants and excavation will be needed. Jim Luke indicated there is a shut off valve in Kent Dickinson's yard and the other one is a spicket with a marker but he wasn't sure where this other one is located. It was discussed metering is not currently a part of the Project budget but is a direction the Water Board wants to go in the future and both Stefanie Dickinson and Dennis Schubbe indicated it will be required in the future; Stefanie Dickinson indicated meters should be required for all new connections and be included as part of the rates and operational costs. Jim Luke wanted reassurance the rates will stay the same. Response was rates should be very similar to the current rates the City/Town residents are paying but that hasn't been determined yet. The Board has received projections but this is all dependent upon funding received for the Project. Jon Skelton responded the connection fee has not been established for Scenic Acres residents at this time. It has been discussed it could be \$1,000.00 which is the current connection cost for the City/Town per Ordinance or up to \$5,000.00. The goal would be to have it be zero additional cost to the residents but this is all dependent on funding received for the Project. Ownership questions were addressed previously by Fryberger. Emergency water flow between entities is possible now with minimal adjustments, however the transfer capacity needs to be addressed. Jim Luke was clear he wants interconnectivity between Bivabik and Aurora/White explored more and definite answers from SEH and the Water Board. Jim Luke wants a booster system explored and answers explained in detail at a future meeting. Jodi Knus will reach out to Miles Jensen. Luke asked if the Scenic Acres Homeowner's have an option to connect to the water system or not if they determine it is not in their best interest. Jon Skelton responded Scenic Acres has always been a part of this Project and having Scenic Acres included provides security to the residents; the opportunity is now and the costs will continue to increase; Jim Luke asked if the Project is contingent upon Scenic Acres being included. Jon Skelton responded this Project will move forward with or without Scenic Acres and the goal is to make it an affordable project for everyone. Doug Gregor added in the end we will have a high quality, dependable, water system with 85% of it being paid!

6.) **Engineering Updates:**

- a) Funding Initiatives – Mike Larson updated the Board \$2.5 million in Congressionally Direct Spending funds from Senator Klobuchar's Office has been awarded. The award letter should be received soon. Other funding initiatives are the Army Corps Section 569 Program, PFA, and IRRR funding. Currently \$10 million in funding has been secured. Larson believes bids can go out late fall 2022 once all funding is secured. A meeting with Jeff Freeman at the PFA should take place with Doug Gregor, Jon Skelton, and Mike Larson to review the Project in detail.
- b) **Engineering Work** – The Board reviewed the written report provided by Miles Jensen dated 3/11/22. Stefanie Dickinson alerted the Board to an email from Jensen regarding tree cutting and \$250,000 was received in CDBG funding from St. Louis County.
MOVED BY JON SKELTON, SUPPORTED BY DOUG GREGOR TO TABLE THE DISCUSSION OF TREE CUTTING TO NEXT MONTH. MOTION CARRIED
- c) **Archaeological Assessment Quotes** were reviewed – Duluth Archaeology Center cost was \$1,478,42. Commonwealth Heritage Group cost was \$3,644,26, and 106Group cost was \$4,800,00.
MOVED BY DENNIS SCHUBBE, SUPPORTED BY DAVID SKELTON AUTHORIZING PHASE 1A ARCHAEOLOGICAL ASSESSMENT BE AWARDED TO DULUTH ARCHAEOLOGY CENTER AT A COST OF \$1,478,42. MOTION CARRIED
- d) **Tech Committee Report** – None as no meetings have taken place.

7.) **Community Outreach Plan** – Gregor & Skelton met with Kristen & Miles at SEH1 to prepare and present a proposed plan at a later meeting. It will be a multi-media approach to reach all customers, not an event but a process. An East Range Water Board website will be created.

8.) **Contingency Plans** – Contingency Plans are necessary to get permitting. Gregor will reach out to Jeff Jacobson & Mose Sherek with the City of Biwabik to set up a meeting. David Skelton and Jim Gentilini will be the core representatives for the East Range Water Board for creating and completing the Contingency Plans.

9.) **Treasurers Report** - the interim financing loan has an ending balance of \$370,806.22 and the Biwabik Fund has a balance of \$197,378.97 with a combined total funding balance of \$568,185.19 between the two accounts. Invoices totaling \$50,267.00 were presented for payment from NTS & SEH. **MOVED BY JON SKELTON, SUPPORTED BY CLARK NIEMI APPROVING PAYMENT OF INVOICE #91 IN THE AMOUNT OF \$36,370.00 TO NTS. MOTION CARRIED**
MOVED BY DOUG GREGOR, SUPPORTED BY DAVID SKELTON APPROVING PAYMENT OF INVOICE #421260 IN THE AMOUNT OF \$13,193.00 TO SEH FOR SERVICES PERFORMED TASKS 2 THROUGH 4. MOTION CARRIED
MOVED BY DAVID SKELTON, SUPPORTED BY DENNIS SCHUBBE APPROVING PAYMENT OF INVOICE #421818 IN THE AMOUNT OF \$704.00 TO SEH FOR SERVICES PERFORMED TASKS 2 THROUGH 4. MOTION CARRIED

10.) **Correspondence Received** – Dennis Schubbe asked for more information on wetlands. He received a reply and the correspondence will be in next month's packet to be shared with the Board.

11.) **Other Business** –

- a.) St. James Pit & Current Water Plant Updates -- Stefanie Dickinson updated the water study is on-going and winter dewatering approval has been received by the State. There are issues at the intake site which are preventing dewatering and are being addressed. Necessary equipment upgrades are pending for the water plant.
- b.) Rate Analysis – There is nothing new to report.

12.) **Adjournment**
MOVED BY CLARK NIEMI, SUPPORTED BY JON SKELTON TO ADJOURN THE MEETING AT 6:15 P.M. MOTION CARRIED

Next Regular East Range Water Board Meeting Date: April 20, 2022 at 4:30 p.m.

Jodi Knaus

*Agenda Item
4A*

From: Doug Gregor <gregor@ci.aurora.mn.us>
Sent: Friday, April 15, 2022 8:30 AM
To: Paul B. Kilgore; Jodi Knaus; 'zlgskelton@gmail.com'
Subject: RE: NitroChem

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.

Great progress – hopefully the voluntary course of consent will work.
Enjoy the extended weekend,
Doug

From: Paul B. Kilgore <pkilgore@fryberger.com>
Sent: Friday, April 15, 2022 8:17 AM
To: Doug Gregor <gregor@ci.aurora.mn.us>; 'Jodi Knaus' <jodi.knaus@townofwhite.com>; 'zlgskelton@gmail.com' <zlgskelton@gmail.com>
Subject: NitroChem

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.

Doug, Jodi, and Jon:

We've made some progress. It turns out that Winston D. Morris is the sole surviving officer of NitroChem. Both Charles Grant and Norman Kaufman are deceased. Morris is 81 years old and lives in Allentown, PA. My plan is to prepare the instrument we would like him to sign, send it to him with an explanatory letter, and follow up with a call a few days later. I'm going to hold off on a meeting with the Examiner of Titles until I've spoken with Morris to gauge whether we might be successful in getting his signature. Whether we receive that signature has a large bearing on how the Torrens action would be approached.

Paul

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

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700 / Duluth, MN 55802
ph: 218-725-6843 / fx: 218-725-6800
pkilgore@fryberger.com / www.fryberger.com

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Agruda - 4B

Jodi Knaus

From: Mia E. Thibodeau <mthibodeau@fryberger.com>
Sent: Wednesday, March 23, 2022 1:35 PM
To: 'Doug Gregor'; Jodi Knaus
Subject: FW: East Range Water Board - Initial Draft Lease for Review and Comment
Attachments: SLC-ERJWP Water Intake Lease - Embarrass Mine (NNL 3-11-22 Draft).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.

Good Afternoon:

Please find attached the draft lease from the County. I am still reviewing the same and will send comments, but wanted to send this along to you for review as well.

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: Nathan LaCoursiere <LaCoursiereN@StLouisCountyMN.gov>
Sent: Friday, March 18, 2022 4:42 PM
To: Mia E. Thibodeau <mthibodeau@fryberger.com>
Subject: East Range Water Board - Initial Draft Lease for Review and Comment

Greetings Mia:

With the blessing of Land & Minerals, I am forwarding along an initial draft lease for the Town of White water intake facility. Note that I adopted language in paragraph 18 to address your requests relating to the potential need to assign or sublease.

A few items of consideration:

1. Land & Minerals would like to have a survey completed that will depict the water intake facilities and access roadways needed for the project on this tax-forfeited parcel. It is my understanding that an existing access easement used by the Biwabik Public Utilities Commission may also be available for use by this project. To the extent that is the case, I think it would be helpful to identify that lease and highlight the express access

permission and footprint in this lease document. If that is not the case, a surveyed access road may prove very helpful.

2. To the extent you see a need for any additional language relating to the public bonding requirements associated with this Project, please feel free to suggest! And of course I welcome any other comments you may have on this draft. This draft uses as its foundation a standard lease agreement that Land & Minerals is comfortable with and has apparently used for quite some time. With that said, if you see need for addition or revision, I am happy to review and discuss with Julie Marinucci.

Enjoy your weekend!

All the best,

Nate

Nathan N. LaCoursiere

Pronouns: he, him, his

Senior Assistant County Attorney

Office of St. Louis County Attorney Kimberly J. Maki

St. Louis County Courthouse

100 N. 5th Ave. W.

Duluth, MN 55802

(218) 726-2548

TAX-FORFEITED LAND LEASE AGREEMENT

This Tax-Forfeited Land Lease Agreement (“Agreement”) between Lessor and Lessee, as defined in Section B below, is effective as of _____, 2022 (“Effective Date”) for a 40-year term ending _____, 2062 (“Initial Term”).

A. Lessor and Lessee agree that this Agreement shall govern their respective rights and obligations throughout the Initial Term.

B. Parties

LESSEE:

Town of White
For the East Range Water Board
16 West 2nd Avenue North
P.O. Box 146
Aurora, MN 55705

LESSOR:

State of Minnesota, in trust for the Taxing Districts
c/o The St. Louis County Land and Minerals Department
Government Services Center
320 West 2nd Street, Suite 302
Duluth, MN 55802
Telephone: (218) 726-2606

C. Pursuant to Laws of Minnesota 2021, 1st Spec. Sess. chapter 6, article 2, section 124, and in consideration of the payment of Three-Hundred Dollars and No Cents (\$300.00), receipt of which is hereby acknowledged, Lessor hereby leases to Lessee, for a 40-year term commencing _____, 2022, and ending _____, 2062, the following tax-forfeited land:

That part of Government Lot 5, Section 5, Township 58 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota, necessary for the construction, operation and maintenance of water intake infrastructure and supporting facilities

(“the Premises”), all as more specifically described and depicted in the survey attached hereto as **Exhibit A**.

D. The initial payment includes a \$200.00 land use fee and a one-time, \$100.00 administration fee. Subsequent annual land use payments of \$200.00 shall be paid on or before the anniversary of the Effective Date. The Premises are subject at all times to tax-

forfeited land sale or exchange or other necessary leasing or land management activities by the Lessor; provided, however, that no such land sale, exchange, or other leasing or land management activities shall interfere with Lessee's rights under this Agreement. The Premises are further subject to all the conditions, provisions, and terms set forth herein and attached hereto as **Exhibit B**.

LESSEE:

East Range Joint Powers Board

By: _____

Name: Doug Gregor

Its: Chairman

DATE: _____

LESSOR:

St. Louis County

By: _____

Name: Nancy J. Nilssen

Its: St. Louis County Auditor

DATE: _____

By: _____

PAUL MCDONALD
Chair of County Board

By: _____

JULIE MARINUCCI
Land and Minerals Director

APPROVED AS TO FORM & EXECUTION:

BY: _____

Assistant County Attorney

Date: _____

OnBase Contract No. 2022-0024

EXHIBIT A

Survey of Leased Premises – Access Road & Water Intake Facilities

EXHIBIT B

Specific Lease Terms & Conditions

1. Lessor leases to Lessee the tax-forfeited land described and depicted in **Exhibit A** (“the Premises”) for the purpose of installing, constructing, operating and maintaining a water intake plant, access roads, and related pipes, facilities and equipment (“Intake Facilities”) on the leased Premises.
2. Lessee shall use the Premises only for the construction, operation and maintenance of the Intake Facilities in accordance with the project plans attached to this Agreement as **Exhibit C**. Any structures, improvements, fixtures, or other utilities or infrastructure, other than the Water Intake Facilities depicted in **Exhibit C**, shall not be installed without the written consent of Lessor. During the initial period of construction, Lessee shall be entitled to ingress and egress to and from its planned Intake Facilities and such additional areas of the Premises as shall be reasonably necessary to complete construction.
3. Lessee shall be responsible for, and shall defend, indemnify and hold Lessor harmless from, any or all claims or damages, of whatever nature, arising out of Lessee’s installation and construction of the Intake Facilities and related roads, structures, or other appurtenant infrastructure. Lessee shall notify Lessor of any wells or other potential hazards located on site, including, but not limited to, any apparent violations of applicable codes, statutes, or regulations, contamination, release or threatened release of hazardous substances, pollutants, contaminants, or petroleum, known or unknown by Lessor, whether created prior or subsequent to execution of this Agreement. Lessee shall defend, indemnify and hold harmless Lessor from any claims or damages, of whatever nature, arising from its installation, construction, operation or maintenance of its Intake Facilities throughout the Initial Term of this Agreement.
4. Lessee shall comply with any road weight limits or other road restrictions placed in effect by local road authorities.
5. Lessor shall have no responsibility, by virtue of entering into this Agreement, to provide Lessee with any utility service to the Premises, including electric, gas, oil, water, sewer, fiberoptic cable, broadband or telephone. In the event a public body or other third party extends utilities to the Premises, the cost of such extension and utilities shall be borne solely by the Lessee. Installation of any added utilities to the Premises may be subject to separate lease or access agreements for crossing State tax-forfeited land.
6. Perimeter or security fencing of the Premises and Intake Facilities is permitted, provided that such fencing is maintained in safe and orderly condition to minimize risk to the public. Prior to installation of any such fencing, Lessee shall share plans with Lessor and obtain written permission for installation.
7. Lessee shall pay, when due, all taxes assessed against or levied upon the Premises or Intake Facilities, including fixtures, improvements, furnishings, equipment or other

personal property of the Lessee located on the Premises during the Initial Term of this Agreement, whether assessed as real or personal property taxes.

8. Lessee and its employees, agents, contractors or other designees shall at all times comply with all applicable federal, state or local laws, ordinances, regulations, judgments or other valid orders of any governmental entity relating to Lessee's activities on the Premises. Lessee shall further obtain all permits, licenses or other authorizations required for its activities on the Premises.

9. The Intake Facilities installed, constructed, operated or maintained on the Premises shall be the sole property of Lessee. Lessor shall not gain, by virtue of this Agreement, any ownership interest in the Intake Facilities constructed on the Premises. Lessee shall have 180 days following termination or cancellation of this Agreement to remove Intake Facilities from the tax-forfeited Premises, including all equipment, materials, structures, or other property or infrastructure placed upon or affixed by Lessee upon the Premises. Lessee further agrees, in the event of termination or cancellation, to restore the Premises to a condition satisfactory to Lessor. In the event of failure to remove Intake Facilities or restore the Premises in accordance with this provision, Lessor may mitigate, sell or dispose of any such remaining property as Lessor deems fit and restore the Premises to a neat and orderly condition. Lessee shall pay expenses incurred by Lessor to dispose of any such property and restore the Premises to a neat and orderly condition.

10. Lessee agrees to maintain the Premises in a safe, clean and orderly condition throughout the Initial Term of this Agreement.

11. In relation to its activities on the Premises, Lessee shall not permit, use, store, dispose of or release any substance defined as a "hazardous substance" or "hazardous waste" under Minn. Stat. § 115B.02, as may be amended, or any other toxic substance or solid waste regulated by federal, state, or local law, except in such quantities or in such manner as may be permitted by applicable law and not harmful to the leased Premises or surrounding environs. Any handling of hazardous or petroleum-based products or fluids on the Premises shall require a mutually agreeable spill plan for the handling of such products or fluids.

12. The covenants, terms and conditions of this Agreement shall run with the land, extend to and bind any and all successors or assigns to this Agreement.

13. Lessee shall repair or pay for any damage to the property or improvements on the Premises caused by Lessee, its employees, agents, licensees or assigns during Intake operations, including any damage to existing roads.

14. This Agreement may be renewed for additional terms and conditions upon review and approval by the St. Louis County Land and Minerals Director, the St. Louis County Board, and the State of Minnesota.

15. This Agreement may be terminated by Lessee upon 30 days written notice to Lessor. Lessor may, upon 60 days written notice to Lessee, terminate this Agreement for

default or breach of any of the terms or conditions set forth herein; provided, however, that if Lessee cures such breach or default within 30 days of said notice (or such additional time as may be reasonably necessary to cure depending on the scope or complexity of the necessary cure), Lessor may not terminate the Agreement.

16. Insurance

(a) The following insurance is the minimum amount that must be maintained for the duration of this Agreement. A Certificate of Insurance for each policy must be on file with the St. Louis County Land & Minerals Department within 10 days of execution of this Agreement and prior to commencement of any construction of Water Intake Facilities under this Agreement. Lessee shall secure an endorsement to each policy requiring a 10-day notice of cancellation for cancellation based upon non-payment of premiums to all named and additional insureds, and a 30-day notice of cancellation for nonrenewal, or material change to all named and additional insureds.

(b) Lessor reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Lessee. All insurance policies shall be open to inspection by Lessor, and copies of policies shall be submitted to Lessor upon written request. All subcontractors shall provide evidence of the same coverage.

(1) **General Liability Insurance**

\$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case.

\$1,500,000 for any number of claims arising out of a single occurrence.

No Less Than \$2,000,000 Aggregate coverage.

Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability.

St. Louis County shall be named as an Additional Insured on a primary and noncontributory basis.

(2) **Business Automobile Liability Insurance**

\$500,000 for claims for wrongful death and each claimant.

\$1,500,000 each occurrence.

Must cover owned, non-owned and hired vehicles.

(3) **Workers' Compensation**

Per statutory requirements, Certificate of Compliance must be executed and filed with St. Louis County.

17. Indemnification.

(a) To the fullest extent permitted by law, Lessee shall indemnify and hold harmless Lessor and its officers, employees, and agents from and against any and all claims, damages, losses and expenses, of whatever nature, including but not limited to attorney's fees, arising out of or resulting from Lessee's performance of its Intake activities authorized and contemplated under this Agreement.

(b) Lessee agrees that, in order to protect itself and Lessor under the indemnity provisions set forth herein, it shall at all times during the Initial Term keep in force policies of insurances described in paragraph 16 above.

(c) This provision is not intended to create any cause of action in favor of any third party against Lessee or Lessor or to enlarge in any way Lessee's liability, but it is intended to provide for indemnification of Lessor from liability for damages or injuries to third persons or property arising from Lessee's or Lessee's agents' performance hereunder.

18. Lessee may assign its interest in this Agreement or any interest herein, or sublet its Intake Facilities or any part thereof, or grant any license, concession or other right of occupancy of any portion of its Leased Premises, with the prior written consent of Lessor, which consent shall not be unreasonably withheld, provided that no such assignment or sublease shall operate to relieve Lessee of its obligations under this Lease. Lessee shall provide Lessor with prior written notice of any proposed assignment or sublease of this Agreement.



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: Thursday, April 14, 2022

DISCUSSION ITEMS

The following provides a brief discussion of the project status to date. The items in **BOLD** are new since the 3/11/2022 status report.

DECISIONS AND/OR DIRECTION FROM THE ERWB AT THIS MEETING:

1. **ERWB should decide if they want to have the tress cut down (Item 10).**
2. **Review and direction on SEH's Public Outreach Plan (Item 11).**

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. ***SEH met with Chad Kolstad on Wednesday, April 14, 2022 to discuss the project and MDH's preliminary review questions. The meeting was good and things are moving along.**
 2. SEH work on the Raw Water Intake P&S has slowed. SEH hopes to submit them in the later part of April.
 3. SEH QC efforts will continue up until the MDH review comments are received.
- b) Project Bid Dates:
 1. For the MDH submittals, the proposed project bid dates are just placeholders.
 2. SEH also understands that the final determination for project schedule and bid dates will be made after the funding matters are settled.

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 still needs to update the draft contingency plan agreements for the City of Biwabik and the IRRRB.
 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 2nd 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. As directed by the ERWB, SEH requested and received three (3) proposals to complete the Phase Ia archaeological assessment for the entire extent of the project.
 - (1) See the attached proposals:
 - i. Duluth Archaeology Center, L.L.C. - \$1,478,42
 - ii. 106 Group - \$4,800,00
 - iii. Commonwealth Heritage Group - \$3,644.26
 - (2) The ERWB awarded the work to Duluth Archaeology Center, L.L.C.
 - (3) Schedule: Four (4) weeks to write report.:
 - (4) Once the report is complete, it will be submitted to SHPO to complete the entire Environmental Review to the satisfaction of the MDH for DRWF funding. Response from SHPO is expected to take 2-3 weeks after submittal.
 - 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) **MDH Plan approval: Anticipated around May 13, 2022.**
 - b) **MDH approval of Environmental Review: June 15, 2022.**
 - c) **Final Environmental Review posting to Newspaper and close of comment period: July 15, 2022.**
 - d) Task 3 - Permitting and Regulatory Approvals **March 2020 – August 2022**
 - e) Task 4 - Bidding & Project Award Services as the ERWB may direct

- 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 COATOW this past week.
- 9) Tech Meetings:
a) SEH and COATOW 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.
- 10) Tree Cutting Needs:
a) Tree cutting must be conducted outside of the June 1 – August 15 time frame due to the potential presence of the Northern Long Eared Bat long-eared bat.
b) That means if the ERWB plans to move forward with construction of the water project this summer, all tree cutting should be completed before June 1.
c) SEH will assist the ERWB with delineation of the area where construction is likely to impact trees.
d) The ERWB should plan to move forward with the tree cutting before June 1, 2022. The trees do not have to be hauled out – just cut down.
- 11) East Range Public Outreach
a) SEH has prepared a draft proposal.
b) SEH's Kristin Petersen will be on hand for the meeting to discuss the plan in more detail.

END.

GENERAL CONTRACT FOR SERVICES (DAC # -22-11)

This Contract for Services (this "Contract") is made effective as of **March 18, 2022**, by and between **Last Range Water Board of Aurora**, Minnesota, and Duluth Archaeology Center, I.L.C of 5910 Fremont Street, Suite 1, Duluth, Minnesota 55807. In this Contract, the party who is contracting to receive services will be referred to as "Client" and the party who will be providing the services will be referred to as "DAC."

1. DESCRIPTION OF SERVICES. Beginning on **03/18/2022**, DAC will provide to Client the following services (collectively, the "Services"):

Phase IA archaeological office review for East Range Joint Water Treatment System.

The Phase IA review will consist of literature/background review of relevant documents and databases as appropriate to the project area. The presence of recorded historic properties and likelihood for unrecorded historic properties will be assessed. Recommendation as to future archaeological investigations will be made in the report.

A detailed scope of work and deliverables is described in Exhibit A.

2. PAYMENT FOR SERVICES. In exchange for the Services Client will pay DAC according to the following schedule:

The terms of this contract are not to exceed **\$1478.42**; only services provided will be billed.

2.1 Payment Schedule –The invoice will be sent at the time the final report is completed and delivered to the client. This invoice will include the full charges accrued for the project.

2.2 Conditions of Payment - Payment is due upon receipt of the invoice. If payment is not received within 60 days a late fee of \$50 will be added. After 90 days a fee of \$100 will be added. If the invoice is not paid after 120 days, Client will be charged for the full amount of the contract and any accrued interest. For every 30 days that payment is late after the full amount of the contract has been billed late fees will accrue at a rate of \$100/month. Late fees can accrue to an amount over and above the not to exceed amount of **\$1478.42**.

3. TERM. This Contract will terminate automatically on **December 31, 2022**. This contract can be terminated by the Client or DAC for cause or convenience by written notice.

Upon termination, client will be responsible for A1.1, costs incurred by DAC until that point and any additional costs for delivering the records and artifacts to the curation facility. If this contract is terminated prior to the completion of all work: records and artifacts will be delivered to the client upon receipt of all payments.

4. Authorized Representatives

4.1 Client's Authorized Representative. Client's Authorized Representative will be:

Name: Natalie White

Address: SE11, 418 West Superior St., Suite 200, Duluth MN 55802

Telephone:

E-mail: nwhite@schine.com

Client's Authorized Representative or his /her successor will monitor DAC's performance and has the authority to accept or reject the services provided under this Contract. Client's Authorized Representative is responsible for the timely payment under the terms of this Contract.

4.2 **DAC's Authorized Representative.** DAC's Authorized Representative will be:

Name: Susan Mulholland, President
Address: Duluth Archaeology Center, LLC
5910 Fremont Street, Suite 1
Duluth, Minnesota 55807
Telephone: 218-624-5489
Fax: 218-249-0765
E-mail: archcenter@aol.com

5. INDEMNIFICATION. DAC agrees to indemnify and hold **Client** harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against **Client** that result from the acts or omissions of DAC and/or DAC's employees, agents, or representatives. DAC will maintain the following insurance policies and will furnish satisfactory evidence of such policies upon request.

5.1 **Workers' Compensation Insurance:** DAC will provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, DAC will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota as to injured worker benefits and including Employers Liability. The Employers Liability minimum limits are as follows:
\$500,000.00 – Bodily Injury by Disease per employee
\$500,000.00 – Bodily Injury by Disease aggregate
\$500,000.00 – Bodily Injury by Accident

5.2 **Commercial General Liability:** DAC will maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage, including loss of use with which may arise from operations under this Contract whether the operations are by DAC or by a subcontractor or by anyone directly or indirectly employed by DAC pursuant to this Contract. Insurance minimum limits are as follows:

\$1,000,000.00 – per occurrence
\$2,000,000.00 – general aggregate
\$3,000,000.00 –products/completed operations aggregate

The following coverages are included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability

5.3 **Commercial Automobile Liability** – DAC will maintain insurance protecting DAC from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired and non-owned autos which may arise from operations under this Contract and in case any work is subcontracted DAC will require the subcontractor to provide Commercial Automobile Liability. Insurance minimum limits are as follows:

\$1,000,000.00 – per occurrence Combined Single limit for Bodily Injury and Property Damage Liability

In addition, the following coverages are included:
Owned, Hired and non-owned Automobile Liability

5.4 Professional Liability Insurance – DAC will maintain the following minimum limits:

\$2,000,000.00 - per claim or event
\$2,000,000.00 -- annual aggregate

Any deductible is the sole responsibility of DAC.

This policy will provide coverage for all claims DAC may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to DAC's professional services required under the Contract.

6. WARRANTIES. DAC shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which follow guidelines established by the Minnesota State Historic Preservation Office (SHPO) and meet generally acceptable standards in DAC's community and region. DAC will provide a standard of care equal to, or superior to, care used by service providers similar to DAC on similar projects. Work conducted to the above standards is considered a reasonable and good faith effort under state and federal guidelines, however DAC does not guarantee the discovery of all archaeological materials in any given area.

7. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

8. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

9. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

10. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

11. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Minnesota.

12. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the

address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

13. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Service Recipient: **Client**

By:

 DATE: 3/11/22
Name: Dawn Kriger, Chairman
Client: Last Range Water Board

Service Provider: Duluth Archaeology Center, LLC

By:


 DATE: 3-18-2022
Name: Susan C. Mulholland
President

EXHIBIT A:

SCOPE OF WORK: PHASE IA ARCHAEOLOGICAL REVIEW OF THE EAST RANGE JOINT WATER TREATMENT PROJECT, ST. LOUIS COUNTY, MINNESOTA

I. FIRM NAME

Duluth Archaeology Center, L.L.C.
5910 Fremont St. Suite 1, Duluth MN 55807

Dr. Susan Mulholland (president)
tel 218/624-5489, fax 218/249-0765, email archcenter@aol.com

II. PROJECT OBJECTIVES

The objective of this project is to conduct Phase IA archaeological review of the water treatment project in St. Louis County, Minnesota. The project includes a water treatment plant, water main lines, and a pump station in portions of the City of Aurora and the Town of White. The Area of Potential Effects (APE) includes 1200 feet for the water main and 3.75 acres for the water treatment plant. A standard Phase IA archaeological review will determine 1) if historic properties have been previously recorded in or adjacent to the project APE, 2) if the topography and other environmental characteristics indicate potential for unrecorded historic properties within the project, 3) if previous disturbance of project ground surfaces can be documented, and 4) potential impacts of the proposed project on recorded or possible unrecorded historic properties. The investigation will be reported to SHPO standards (Anfinson 2011) and include all activities with recommendations on additional investigations.

III. WORK PLAN

Contractor will complete the following tasks:

- *Task 1: administration*
Contractor will conduct accounting and record keeping.
- *Task 2: office review research*
Contractor will conduct background literature research for previous surveys and recorded sites; review topographic and other environmental conditions (from documents) for potential of unrecorded archaeological sites; consider any recorded previous disturbances in the project (as indicated by the client); consider impacts from proposed project on known and unknown historic properties.
- *Task 3: reporting*
Contractor will prepare a report to state standards (Anfinson 2011). The report will include recommendations as to any further archaeological investigations needed.

Project Schedule

Contractor will start work after written authorization from the client by receipt of a contract. Office review will require up to 4 weeks to conduct research and to write the report. Efforts will be made to expedite the review if possible.

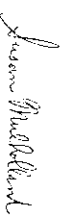
IV. BUDGET

The budget is prepared on a separate sheet. The total is a not to exceed quote: expenses will be charged as incurred.

V. PERSONNEL

- Dr. Susan Mulholland: PI and President of DAC
Registered Professional Archaeologist (RPA)
- Jennifer Shafer: graphics supervisor; accountant
Registered Professional Archaeologist (RPA)

VI: APPROVED BY



Name: Susan C. Mulholland

Date: March 10, 2022

Title: President, Duluth Archaeology Center

REFERENCES

Anfinson, S.F. 2011 *State Archaeologist's Manual for Archaeological Projects in Minnesota*. Office of the State Archaeologist, Fort Snelling History Center, St. Paul.

PHASE IA ARCHAEOLOGICAL REVIEW OF THE EAST RANGE JOINT WATER TREATMENT PROJECT, ST. LOUIS COUNTY, MINNESOTA

ADMINISTRATION & RESEARCH

Principal Investigator	10 hr. @ \$65.17	\$ 651.17
Account Manager	1 hr. @ \$47.56	47.56
photocopies	150 @ \$0.10	15.00
OSA Portal fee		25.00
TOTAL TASKS 1, 2		\$ 739.26

REPORTING

Principal Investigator	8 hr. @ \$65.17	\$ 521.36
Computer Supervisor	4 hr. @ \$45.70	182.80
Photocopies	150 @ \$0.10	15.00
Report production		10.00
Postage/Delivery		10.00
TOTAL TASK 3		\$ 739.16

TOTAL PROJECT COSTS

\$ 1,478.42

Jodi Knaus

From: Jon Skelton <zlgskelton@gmail.com>
Sent: Monday, March 21, 2022 7:46 PM
To: Miles Jensen
Cc: Jodi Knaus; Doug Gregor (gregor@ci.aurora.mn.us); Stefanie Dickinson; Gentilini, Jim; Chad Katzenberger; Kevin Young
Subject: Re: SEH Project Report is coming soon

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.

Thanks Miles.

Sent from my iPhone

On Mar 21, 2022, at 2:52 PM, Miles Jensen <mjensen@sehinc.com> wrote:

Hi Jodi & All,

Please see my responses in **RED** below.

Miles B. Jensen, PE
(AZ, CO, IA, IL, IN, KS, MD, MI, MO, MN, ND, NE, NM, OH, SD, VA, WI)
Principal/Water Market Leader
SEH

Direct 651.490.2020 | Mobile 651.775.5031
3535 Vadnais Center Drive| St. Paul, MN 55110-5196
main 651.490.2000 | fax 651.490.2150 | toll free 800.325.2055 | www.sehinc.com

From: Jodi Knaus <jodi.knaus@townofwhite.com>

Sent: Friday, March 18, 2022 2:12 PM

To: Miles Jensen <mjensen@sehinc.com>

Cc: Doug Gregor (gregor@ci.aurora.mn.us) <gregor@ci.aurora.mn.us>; Jon Skelton (zlgskelton@gmail.com) <zlgskelton@gmail.com>; Stefanie Dickinson <stefanie@ci.aurora.mn.us>

Subject: RE: SEH Project Report is coming soon

Good Afternoon Miles!

At the water board meeting on Wednesday, the Board approved by motion to move forward with the IA Archaeological Assessment with Duluth Archaeology Center LLC for the quoted cost of \$1,478.42. Please move forward with this task. **I have contacted Duluth Archaeology Center LLC and requested that an agreement be prepared in the name of East Range Water Board. You should be seeing it soon.**

Another area we would like you to research and confirm for the Board is Question #6 from the Scenic Acres Letter regarding emergency water flow and Biwabik system being able to serve Aurora/White system and vice versa. Your response was "Yes, I believe this is possible now, however I am not certain of the transfer capacity". The Board would like you to determine what would be needed to make this a definite alternative for either party (Biwabik system and Aurora/White System). Would a booster

station be needed? Great discussion was held at the meeting but without you there it was tough to answer the questions. The Board responded to Scenic we would have you look into it further and give a definite answer (yes/no).

According to our hydraulic model, Biwabik's high water level (HWL) at the water tower near the WTP is at Elevation 1580. The Giant's Ridge water tower has an HWL of 1570. The Aurora water tower has an HWL of 1625. At the intersection of Voyagers Trail and Lake Mine Road, the Biwabik and East Range Water Systems have a manually-valved interconnect. The East Range water line on Lake Mine Road serves Pineville and is proposed to be extended to serve Scenic Acres. In the event that the East Range system is unable to pump treated water into the system, Scenic Acres, which is at elevation 1390 or lower, will be able to receive water to serve their needs from the Biwabik system.

Recognizing that the Aurora water tower has an HWL 45 to 55 feet (19.5 psi to 23.8 psi) higher (greater) than the Biwabik system tanks, some means of booster pumping near the Voyagers Trail and Lake Mine Road area will be needed to designed and constructed to serve water to the greater Aurora/Town of White system. Now, it may be possible to use, or modify, one of the existing booster stations along the east side of Wynne Lake but that is something that would have to be investigated further.

Please reach out to me if you want to discuss further. I am out of the office all next week to attend a work conference but will be checking emails every day.

Have a great weekend!!

Jodi Knaus

Town Manager & Clerk

Town of White

PO Box 146

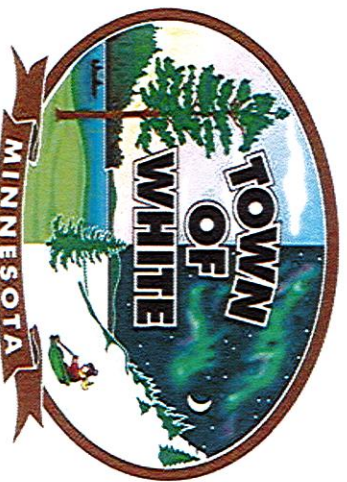
16 West 2nd Avenue North

Aurora, MN 55705

(218) 229-2813 Office

(218) 229-2124 Fax

www.townofwhite.com



From: Miles Jensen <mljensen@sehinc.com>

Sent: Friday, March 11, 2022 9:58 AM

To: Jodi Knaus <jodi.knaus@townofwhite.com>

Subject: RE: SEH Project Report is coming soon

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.

Agentia Thun 6.8.21

Jodi Knaus

From: Dennis Schubbe <dschubbe@outlook.com>
Sent: Thursday, March 17, 2022 6:37 AM
To: Jodi Knaus
Subject: FW: ERWB projects, wetland permit/approval status

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.

Jodi:

Below is the email from SEH regarding wetlands permit/approval status that I discussed during the ERWB meeting yesterday.

Thank you for your continued support Jodi!

Sent from [Mail](#) for Windows

From: [Natalie White](#)
Sent: Monday, March 14, 2022 3:21 PM
To: dschubbe@outlook.com
Cc: [Miles Jensen](#); [Dan Hinzmann](#)
Subject: ERWB projects, wetland permit/approval status

Hello Dennis,

Miles asked me to send along an update regarding the status of wetland reviews/approvals for the ERWB projects.

We at SEH have email documentation in our file from MhDOT and St. Louis County – they are aware of the project and do not require a formal determination be made for the temporary wetland impacts.

The temporary impacts also meet the criteria to be "non-reporting" for the Army Corps, meaning the work is covered by a General Permit and the project does not need to apply for a formal response from the Corps.

For both the Army Corps and state Wetland Conservation Act, any disturbed/excavated areas in wetlands must be restored after construction.

Please let me know if you have any questions. Thanks!
Natalie

Natalie White, MS
Professional Wetland Scientist (PWS), Certified MN Wetland Professional (CMWP)
Sr. Biologist, Associate
Short Elliott Hendrickson Inc.
218.340.3961 mobile | 218.279.3000 main

Building a Better World for All of Us®

Jodi Knaus

From: Miles Jensen <mjensen@sehinc.com>
Sent: Wednesday, March 16, 2022 12:48 PM
To: Jodi Knaus; Jon Skelton (zlgskelton@gmail.com); Clark Niemi; Doug Gregor (gregor@ci.aurora.mn.us); dschubbe@outlook.com; David Skelton (dps825@mchsi.com); Gentilini, Jim; Wayne Thuringer (wayne@ci.aurora.mn.us); Stefanie Dickinson
Cc: Amanda Gross; Mia Thibodeau (mthibodeau@fryberger.com); Mike Larson; Matt Reid
Subject: RE: Agenda, Agenda Packet, & Data Retention Schedule

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.

Hi Folks,

Again, I apologize for missing the meeting tonight.

One thing I forgot to include in my report is the notation that tree cutting must be conducted outside of the June 1 – August 15 time frame due to the potential presence of the long-eared bat. That means if the ERWB plans to move forward with construction of the water project this summer, all tree cutting should be completed before June 1.
Thanks.

Miles B. Jensen, PE
(AZ, CO, IA, IL, IN, KS, MD, MI, MO, MN, ND, NE, NM, OH, SD, VA, WI)
Principal/Water Market Leader
SEH
Direct 651.490.2020 | Mobile 651.775.5031
3535 Vadnais Center Drive | St. Paul, MN 55110-5196
main 651.490.2000 | fax 651.490.2150 | toll free 800.325.2055 | www.sehinc.com

From: Jodi Knaus <jodi.knaus@townofwhite.com>
Sent: Monday, March 14, 2022 1:11 PM
To: Jon Skelton (zlgskelton@gmail.com) <zlgskelton@gmail.com>; Clark Niemi <clark.niemi@townofwhite.com>; Doug Gregor (gregor@ci.aurora.mn.us) <gregor@ci.aurora.mn.us>; dschubbe@outlook.com; David Skelton (dps825@mchsi.com) <dps825@mchsi.com>; Gentilini, Jim <wwtp@ci.aurora.mn.us>; Wayne Thuringer (wayne@ci.aurora.mn.us) <wayne@ci.aurora.mn.us>; Stefanie Dickinson <stefanie@ci.aurora.mn.us>
Cc: Amanda Gross <amanda.gross@townofwhite.com>; Mia Thibodeau (mthibodeau@fryberger.com) <mthibodeau@fryberger.com>; Miles Jensen <mjensen@sehinc.com>; Mike Larson <mlarson@sehinc.com>; Matt Reid <mreid@sehinc.com>
Subject: Agenda, Agenda Packet, & Data Retention Schedule

- 1.) Attached is the agenda for the regularly scheduled East Range Water Board Meeting on Wednesday, March 16, 2022 at 4:30 P.M. located at the City/Town Government Center. You will notice some changes to the agenda from previous meetings. I moved Legal and Engineering to the top of the agenda so the SEH team and Mia can be first on the agenda prior to any guests and discussing normal routine ongoing matters. This makes sense because we are paying for these services.
- 2.) Mia will be attending viz the Zoom invitation. Legal items are on the agenda item number five. I did not receive any correspondence from Mia or the legal team.
- 3.) Attached is the Agenda packet for the meeting with the agenda on top and the attachments numbered one through twelve; Please note I did not scan in the 99 page Data Retention Schedule. Only the top page is in the

East Range Public Outreach Proposal

3/27/2022

SEH #: 159723 - Aurora

Understanding:

The East Range Water Board along with the City of Aurora and Town of White are seeking a consultant to assist with developing and implementing a public outreach strategy that is informative and builds community support for a new drinking water supply and treatment system facility.

Background:

The new system's raw water intake facility will be located on the north side of the Embarrass Mine Pit Lake. Raw water will be piped from there to a new water treatment plant to be located next to the Aurora water tower. The treated water will be distributed over the existing water distribution lines of the City and the Town of White and also will be extended to serve some Scenic Acres homes on Embarrass Lake. The current Project cost estimate is \$ 24.4 million. State bond funds in the amount of \$ 7.5 million have been approved for the Project and an additional \$ 5 million grant of State Water Infrastructure Fund is anticipated to help pay costs. Community Development Block grant funds also have been awarded. Additional funding is being sought from Congress, the U.S. Army Corps of Engineers, and the DRRR. Water rates will increase over time to provide funds needed to pay off local municipal bonds issued in the amount of between \$4 to \$5 million which will be repayable over a 30-year term to finance the local share of the Project costs. Major system components have been engineered to anticipate accommodating the future treated water needs of both Biwabik and Hoyt Lakes, if so requested. Additional information and Project updates are available on the Township's website: <https://www.townofwhite.com/east-range-water-board.html>

Approach:

The public outreach process will include:

- A series of educational communications – starting at a high level, then increasing in detail that describes the needs for the project.
- Empathetic messaging that recognizes the concerns of fixed-income and budget-sensitive families. Open dialogue with the community on funding, costs, and effect on customer rates.
- Periodic updates on schedule and project development

Outreach Strategies/Phases

- **Phase 1: Raising Awareness**
 - ✓ Develop a **Dedicated Project Website** – this will be the central hub for information and updates throughout the process. All communications will include a link to the custom URL (www.EastRangeWater.com) and a QR Code to easily direct community members to the site. Website information will initially include:

- History, Background and Needs: Water Quality, Lowering Sulfate, Existing Aged Facilities, Zebra Mussels & Rising Water in St. James Pit
- ✓ Create, build and maintain an email update **contact list**
- ✓ **City of Aurora Snapshot** updates
- ✓ **Informative ad(s) in The Shopper**
- ✓ **Lawn Signs and/or Sidewalk Decals** with website address/QR code in high-traffic community locations
- ✓ School's **Electronic Messaging Sign**
- ✓ **Legislative 1-Pager**
- ✓ Additional tools may also be considered, including
 - Postcard mailing
 - Water bill inserts
 - Social media posts, as available
- **Phase 2: Pre-project bids, Funding & Costs Updates**
 - ✓ Update Website and Communications with
 - Project Schedule and “Blue” Thermometer
 - Project Costs
 - Project Funding & Water Rates
 - Share grant funds and bonding money awards
 - Rate Survey of Iron Range Communities
 - Share “Good News” revelations as they come, such as Earmark success event/communications
 - ✓ Additional service: Construction Kick Off Event/Groundbreaking Open House
- **Phase 3: Construction Updates and System Start-Up Communications**
 - ✓ Update Website and Communications with
 - Periodic construction progress updates
 - Emergency water quality communications
 - What to Expect during System Start-Up
 - Photos
 - ✓ Additional service: Ribbon Cutting Event/Open House

Estimated Hours, Fees, and Expenses

	<i>Hourly rate</i>
Project Management, Invoicing (24 months)	
Develop, host, and maintain www.EastRangeWater.com website, 8 quarterly updates	
Develop content and graphics for (8) quarterly communication updates (email, COA snapshot, Shopper, etc.)	
Special communication materials (Lawn signs, sidewalk decals, EMS coord, legislative 1-pager)	
Misc. Communications support as requested by ERWB	
Hours by Staffperson Subtotal	
Fee by Staffperson Subtotal	
Total Project Hours	
Total Project Fees	
Expenses:	
Mileage (2 trips at 400 miles each)	
Website (Annual hosting and domain) 2 years	
Sidewalk Decals and Lawn Signs	
Printings and mailings covered by City of Aurora and Town of White	
Total Expenses	
Fees and Expenses	

Miles \$225	Kristin \$155	Adrian \$95
2	24	0
2	44	8
2	24	16
2	12	4
2	24	16
10	128	44
\$2,250.00	\$19,840.00	\$4,180.00
182		
\$26,270.00		
\$468.00		
\$332.00		
\$2,500.00		
\$0.00		
\$3,300.00		
\$29,570.00		

ERWB - Interim Financing

Revenue

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

Disbursements

DATE	VENDOR	DESCRIPTION		
7/16/2021	SEH	Waterbuds	11,236.12	
7/21/2021	Steve Thorp	Prof. Liability Insurance	960.00	
7/25/2021	Building Rescue - Todd Konecny	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 Konecny	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	6,113.81	
1/19/2022	Steve Thorp	Plan Review ERWB 90% Completion	6,960.00	
1/26/2022	MN Dept. of Health	Watermain Plan	150.00	
1/26/2022	MN Dept. of Health	Treatment Plant Plan	1,000.00	
2/17/2022	Fryberger, Buchanan, Smith & Frederick	Legal Services through 1/31/2022	2,989.50	
2/17/2022	Walker, Giroux & Hahn	Review JPA, general accounting & reporting	350.00	
2/17/2022	SEH	ERWB Tasks 2-4	121,129.00	
3/14/2022	NIS	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	
Total Disbursements			\$ 635,253.78	

Ending Balance as of March 14, 2022

\$ 365,156.22

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	

\$ 197,378.97

Biwabik Fund ending balance as of 3/14/2022

TOTAL ENDING BALANCE Biwabik and Interim Financing combined as of 4/20/2022 **\$ 562,535.19**

April 21, 2022 Disbursements

COMPANY	AMOUNT PAID
FRYBERGER BUCHANEN SMITH & FREDERICK	\$ 2,942.00
LEAGUE OF MN CITIES INSURANCE TRUST	\$ 2,004.00
SEH	\$ 704.00
Grand Total	\$ 5,650.00

Agenda Item 10. B. 1



NOS Automation LLC

21419 River Road
Grand Rapids, MN 55744

Phone : (218) 969-1375

E-mail: accounting@nosautomation.com

Web: www.nosautomation.com

Invoice

Date	Invoice #
3/27/2022	1202203010

Bill To
Aurora City Hall
ATT: Kimberley Berens
PO Box 160
Aurora, MN 55705
USA

Item	Description	Qty	Rate	Amount
Automation Specialist	Aurora City Water Treatment Plant PLC and HMU/SCADA system legacy upgrade project - Q202107001	1	18,256.62	18,256.62
Total				\$18,256.62

Terms Due on receipt



Invoice

Invoice Number: 423541

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

RECEIVED

APR 12 2022



CITY OF AURORA

BILL TO:

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

Pay This Amount \$704.00

Due Date 12-MAY-22
Invoice Date 12-APR-22
Bill Through Date 31-MAR-22

Terms 30 NET

SEH Customer Acct # 84463

Customer Project # 163450

Agreement / PO # \$562,968.00

Authorized Amount

Remaining \$71,559.00

REMIT PAYMENT TO:

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

Project Manager Miles Jensen
mjensen@sehinc.com
651.490.2000

Client Service Manager Benita Crow
bcrow@sehinc.com
651.490.2000

Accounting Representative Justin Oelschlagel
joelschlagel@sehinc.com
651.490.2000

Vendor 21641
GL Account 600 10010 - 49400.319
Date 04/20/22
Approved by MWD

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
(79% of \$70,400.00) less previously billed of \$54,912.00 \$704.00

\$704.00

Invoice total

\$704.00

Project Billing Summary

	Current Amount Due	Previously Invoiced	Cumulative
Totals	\$704.00	\$490,705.00	\$491,409.00



CONNECTING & INNOVATING
SINCE 1913

Agenda Item 10. B. 3

Invoice

Member Name and Address
East Range Water Board
16 W 2nd Ave N
Aurora, MN 55705

Invoice Date
04/06/2022

Agent
Ahrens Insurance Agency Inc
11 Main St N
Aurora, MN 55705-1365
(218)749-2500

Account Number: 40006503
Account Type: Property/Casualty Coverage Premium
Current Balance: \$ 2,004.00
Minimum Due: \$ 2,004.00
Due Date: 05/16/2022

Summary of Activity since last Billing Invoice	Date	Activity	Account Balance	Minimum Due
See reverse side and attachments for additional information		Total of Transactions and Fees shown on reverse or attached	2,004.00	
		Current Balance	\$ 2,004.00	\$ 2,004.00

Detach and return this Payment Coupon with your payment	Account Number	Invoice Date	Due Date	Current Balance	Minimum Due	Amount Enclosed
	40006503	04/06/2022	05/16/2022	\$ 2,004.00	2,004.00	\$ _____

Member Name East Range Water Board

BILLING INVOICE - Return stub with payment - make checks payable to:

League of MN Cities Insurance Trust P&C
c/o Berkeley Risk Administrators Company
222 South Ninth Street, Suite 2700
P.O. Box 581517
Minneapolis, MN 55458-1517

Mail payment
7 days before
Due Date to
ensure timely
receipt

1



LEAGUE OF
MINNESOTA
CITIES

CONNECTING & INNOVATING
SINCE 1913

Invoice

Page 2 of 3

Detail of Package 1005270-1 Agreement Period 02/16/2022 - 02/16/2023
actively since
last Invoice

	Transaction Amount	Minimum Due
Agreement Previous Balance	\$ 0.00	
New Business - PR 04/05/2022	\$ 2,004.00	
Agreement Ending Balance	\$ 2,004.00	\$ 2,004.00

Defense Cost Reimbursement 1005271-1 Agreement Period 02/16/2022 -
02/16/2023

Agreement Previous Balance	\$ 0.00	
Agreement Ending Balance	\$ 0.00	\$ 0.00
Total Current Balance	\$ 2,004.00	
Total Minimum Due		\$ 2,004.00



CONNECTING & INNOVATING
SINCE 1913

Invoice

Page 3 of 3

Thank you for choosing us as your Coverage carrier. The following information is to assist you in reviewing your Billing Invoice.

Billing Inquiries: CONTACT YOUR AGENT FOR QUESTIONS ON YOUR AGREEMENT OR CHANGES IN COVERAGE. For billing inquiries, please call 1-612-766-3000

BILLING PROCEDURES

New Agreements and renewals: If your Agreement is issued after the date that coverage began, your first Billing Invoice for the agreement may include more than one installment payment due.

Application of Payments and Cancellation: If you pay more than the Minimum Due, the extra payment will be applied to your next installment proportionately to all agreements on your account. For Accounts owned on agreements with the same Due Date, the payment will be applied proportionately to all agreements with the same Due Date.

Minimum Due is the amount to pay to avoid any agreements on your account from going into a late pay status which could cause cancellation of coverage. If you fail to pay the Minimum Due by the Due Date, a Direct Notice of Cancellation for Non Payment may be issued for one or more agreements on your account. If your account has more than one agreement and you pay less than the Minimum Due, your payment will be applied first to amounts owed on agreements with the oldest balance due.

If we receive a payment after the cancellation effective date and we elect not to reinstate your agreement, the payment will be applied toward any unpaid earned premium on your account before any remainder is refunded.

After an agreement is cancelled, we will bill you for any unpaid earned premium. If you do not pay, the matter may be referred to collections.

Audit Premium: Any Audit Premium owed will be included in both Current Balance and Minimum Due balance shown on the Billing Invoice. Payment of Audit Premium is due in full by the Due Date. If Audit Premium is owed, your payment may be applied first to Audit Premium owed and then to amounts owed on agreements with the earliest Due Date. If special arrangements are needed for repayment of audit premium you MUST contact the Billing Unit at the number shown above for consideration of any such arrangements.

Refunds: Any refund due will be mailed from our office within 15 days after the Invoice date.

Payment address: ALL PAYMENTS SHOULD BE SENT TO OUR PAYMENT PROCESSING CENTER ALONG WITH THE PAYMENT COUPON. The address change from below is printed on the back of the payment coupon. If needed it may also be sent along with your payment to the Payment Processing Center at:

222 South Ninth Street, Suite 2700 Minneapolis, MN 55402. Please do not send any other correspondence to the payment processing center.

CHANGE OF ADDRESS AND/OR NAME
PLEASE FILL IN THE NAME, AGREEMENT NUMBER AND CHECK APPROPRIATE BOX

- Name Change Only
 Name and Address Change
 Address Change Only

Former Name:

Name:

Address:

Address:

Agreement
Number:

City:

State

Zip Code:

PLEASE REFER ALL OTHER CHANGES TO YOUR AGENT. THANK YOU.

Covenant Number:
CMC_1005270-1

COMMON COVERAGE DECLARATIONS

Coverage is Provided by:
**THE LEAGUE OF MINNESOTA CITIES
INSURANCE TRUST**
(Herein called LMCIT)



Previous Covenant Number:
New

Item 1. **CITY and MAILING ADDRESS**
EAST RANGE WATER BOARD

16 W 2ND AVE N
AURORA, MN 55705

Item 2. **COVERAGE PERIOD:**
From: 02/16/2022 To: 02/16/2023

12:01 AM Standard Time at Mailing Address on
Common Coverage Declarations

Item 3. **THE COVERED PARTY IS:** JOINT POWERS ENTITY
Item 4. **COVERAGE PARTS:**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS COVENANT, LMCIT AGREES TO PROVIDE THE COVERED PARTY WITH COVERAGES SHOWN BELOW FOR WHICH A PREMIUM CHARGE IS STATED:

	Premium
PROPERTY, CRIME, BOND, and PETROFUND	
Property	NOT COVERED
Additional Covered Loss or Damages	INCLUDED
Water and Supplemental Flood Coverage	INCLUDED
Crime	INCLUDED
Bond	\$ 125
Petrofund	INCLUDED
FIRST PARTY CYBER	\$ 952
EQUIPMENT BREAKDOWN	NOT COVERED
MUNICIPAL LIABILITY	\$ 850
Medical and Related Expense	INCLUDED
AUTOMOBILE LIABILITY	\$ 77
AUTOMOBILE PHYSICAL DAMAGE	INCLUDED
TOTAL	\$ 2,004

Item 5. **GENERAL ANNUAL AGGREGATE DEDUCTIBLE:** DOES NOT APPLY

Item 6. **PREMIUM IS DUE AND PAYABLE:** 1-Pay (100% down, no Service Fees)

Item 7. **FORMS APPLICABLE TO ALL COVERAGE PARTS:**

CCM(11/16) ME091(11/17)

Item 8.

DECLARATIONS APPLICABLE:

DEC-011(11/21) DEC-012(11/21) DEC-013(11/19) DEC-016(11/15)

Covenant Number:
OML 1005271-1

Previous Covenant Number:
New

AGREEMENT DECLARATIONS
DEFENSE COST
REIMBURSEMENT AGREEMENT
Coverage is Provided By:
THE LEAGUE OF MINNESOTA CITIES
INSURANCE TRUST
(Herein called LMCI7)



Item 1. **COVERED PARTY and MAILING ADDRESS:**
EAST RANGE WATER BOARD
16 W 2nd Ave N
Aurora, MN 55705

Item 2. **COVERAGE PERIOD:**
From: 02/16/2022 To: 02/16/2023 12:01 AM Standard Time at
Mailing Address Indicated Above

Item 3. **RETROACTIVE DATE:** 02/16/2022

Item 4. **THE COVERED PARTY IS:**
 City Joint Powers Entity Others (Describe) _____

Item 5. **DEFENSE COST REIMBURSEMENT LIMITS:**
1. Agreement Term Annual Aggregate Per City Official: \$ 50,000
2. Agreement Term Annual Aggregate: \$ 250,000

Item 6. **PREMIUM:** \$ NO CHARGE

Item 7. **FORMS AND ENDORSEMENTS APPLICABLE TO AGREEMENT:**
OMLRA-1(11/14)

DEFENSE COST REIMBURSEMENT AGREEMENT

I. DEFENSE COST REIMBURSEMENT COVERAGE

LMCIT will reimburse a *city official* for 100 percent of the defense costs incurred by the *city official* in defending a covered lawsuit, if the following conditions are met:

1. The date on which the covered lawsuit is commenced must be within the term of this agreement; and;
2. The date on which the occurrence giving rise to the covered lawsuit must be on or after the retroactive date, if any, shown in the Declarations.

A covered lawsuit is deemed to be commenced on the date the *city official* is served notice of the lawsuit.

II. LIMITS

1. The Defense Cost Reimbursement Agreement Limit is \$50,000. This is the most LMCIT will reimburse any one *city official* for defense costs for covered lawsuits commenced during the term of this agreement, regardless of the number of lawsuits, the number of actual or alleged violations, or the date the defense costs are actually incurred.
2. The Defense Cost Reimbursement Annual Aggregate Limit is \$250,000. This is the most LMCIT will pay for defense costs under this agreement for all *city officials* for covered lawsuits commenced with the term of this agreement.

III. CONDITIONS AND EXCLUSIONS

1. The term of this Agreement shall be one year beginning with the effective date stated in the Declarations. Subsequent renewals of this Agreement shall be treated as separate terms.
2. LMCIT shall have no duty to provide a defense to a *city official* with respect to a covered lawsuit; however, LMCIT shall have the right to intervene at its expense in the investigation or defense of such legal action.
3. The *city* or the *city official* shall give prompt notice to LMCIT of any actual or threatened covered lawsuit. The *city* and the *city official* shall at all times cooperate with and promptly respond to LMCIT's requests for information, investigative data, records, or any other material documentation.
4. The *city official* will be reimbursed only for defense costs incurred with respect to legal services actually rendered and expenses actually incurred.
5. The *city official* shall have complete freedom to choose an attorney licensed in the State of Minnesota to provide the *city official* with legal services with respect to which defense costs are reimbursable under this Agreement.
6. It is the express intent of the parties to this Agreement that, neither the *city* nor the *city official*, waive any immunities, defenses, or limitations on liability available under Minnesota statutes or common law.
7. In the event that a *city official* makes a recovery of defense costs from any third party, that recovery shall be applied first to any defense costs which the *city official* has incurred which have not been reimbursed by LMCIT; and any remainder shall be applied to reimburse LMCIT for any payment it has made under this Agreement.
8. LMCIT may cancel this Agreement by mailing or delivering written notice to the *city* at least:
 - a. Ten (10) days before the effective date of cancellation for nonpayment of premium for the *city's* covenant that provides the following coverages:

Municipal Property, Crime, Bond and Petrofund Coverage;
Equipment Breakdown Coverage; Comprehensive Municipal Coverage; Automobile Liability Coverage; or Automobile Physical Damage Coverage.
 - b. Thirty (30) days before the effective date of cancellation for any other reason.

COVENANT NUMBER: OML 1005271-1

If *LMCIT* decides not to renew this Agreement, *LMCIT* will mail or deliver to the *city* written notice of non-renewal not less than thirty 30 days before the expiration date.

9. It is mutually understood and agreed that the *city* and all other *LMCIT* pool participants are jointly and severally liable for all claims and expenses of the pool. The amount of any liabilities in excess of assets may be assessed to *LMCIT* pool participants when a deficiency is identified.

IV. DEFINITIONS

1. "*Bankruptcy lawsuit*" means a lawsuit against a *city official* for actions within his or her duties as such, that arises from or is related to the actual, pending, or threatened bankruptcy of the *city*.
2. "*City*" means the *city* or other governmental body or entity first named in the Declarations. Unless specifically named in the Declarations, *city* shall not include a gas, electrical, or steam utilities commission; port authority, housing and redevelopment authority, economic development authority, area or municipal redevelopment authority, or similar agency; municipal power agency; municipal gas agency; hospital or nursing home board or commission; airport commission; welfare or public relief agency; school board; or *joint powers entity*; but the following are deemed to be a covered *joint powers entity* under this agreement:
 - a. A joint planning board created pursuant to an orderly annexation agreement, pursuant to Minnesota Statute 462.3585, or pursuant to a joint resolution between the *city* and a township; or
 - b. A joint airport zoning board created pursuant to Minnesota Statute 360.063.
3. "*City official*" means any former or present elected or appointed official of the *city* or any present or former employee of the *city*. For the purposes of this coverage, an independent contractor is not a *city official*, except when serving as a member of a committee, subcommittee, board or commission of the *city*, or when representing the *city* as a member of a committee, subcommittee, board or commission.
4. "*Covered lawsuit*" means an *Open Meeting Law lawsuit* or a *bankruptcy lawsuit*.
5. "*Defense costs*" means reasonable and necessary attorney fees, court costs, court reporter and transcript fees, general witness and expert witness fees and expense, and similar defense related costs. *Defense costs* does not include any fines or penalties, or any attorney's fees awarded to a plaintiff in a suit charging a violation of the Open Meeting Law.
6. "*Joint powers entity*" means an operating entity created by two or more governmental units entering into an agreement as provided by statute for the joint exercise of governmental powers. An intergovernmental agreement will be deemed to create a *joint powers entity* if the agreement establishes a board with the effective power to do any of the following, regardless of whether the specific consent of the constituent governmental units may also be required:
 - a. To receive and expend funds;
 - b. To enter into contracts;
 - c. To hire employees;
 - d. To purchase or otherwise acquire and hold real or personal property; or
 - e. To sue or be sued.
7. "*LMCIT*" means the League of Minnesota Cities Insurance Trust.
8. "*Open Meeting Law lawsuit*" means a lawsuit seeking penalties against a *city official* based on an allegation that the *city official* has violated M.S. Chapter 13D, commonly known as the Minnesota Open Meeting Law.

FRYBERGER

INVOICE

LAW FIRM

RECEIVED

fryberger.com

MAR 18 2022

P.O. Box 16990
Duluth, Minnesota 55816

CITY OF AURORA

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

EAST RANGE WATER BOARD

March 10, 2022

For Legal Services Rendered Through 2/28/2022

Invoice No. 22438.000001.12203
File No. 22438.000001 - MET

CLIENT: EAST RANGE WATER BOARD
MATTER: BYLAWS

Professional Fees

Date	Description	Atty	Hours
11/09/21	Work on bylaws.	MET	0.75
11/12/21	Revise bylaws.	MET	1.40
11/16/21	Finalize bylaws; draft email re same and re ownership of Water System In Scenic Acres.	MET	3.50
01/13/22	Finalize bylaws; call to Doug; email update.	MET	2.10
01/19/22	Attend Board meeting; prepare for same; follow up work on Bylaws.	MET	1.50
01/26/22	Revise Bylaws.	MET	0.70
02/11/22	Review and revise final draft; send to Board for agenda.	MET	1.40
02/16/22	Review emails; email re loss of quiet title.	MET	0.40

Total Professional Fees \$2,942.00

Vendor 13225
GL Account 600-49400304
Date 04/2022
Approved by MMP

Fryberger, Buchanan, Smith & Frederick, P.A.
Invoice No. 22438.000001.12203

Page 2

Current Invoice Amount	\$ <u>2,942.00</u>
Prior Balance:	0.00
Payments & Adjustments:	-0.00
Total Due:	\$ <u>2,942.00</u>

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

Current (Less than 30)	30-59 Days	60-89 Days	90-119 Days	Over 120 Days	Total Amount Due
\$2,942.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,942.00

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.



Agenda Item 11.A

COVERAGE PROPOSAL

FOR

East Range Water Board

Prepared by:

LEAGUE OF MINNESOTA CITIES INSURANCE TRUST

145 University Ave. West
St. Paul, MN 55103
(651) 281-1200

This proposal is based on
information given to us by:

Ahrens Insurance Agency

Designated Agent of Record

7

COVERAGES AVAILABLE FROM:

LEAGUE OF MINNESOTA CITIES INSURANCE TRUST

Property
Crime
Bond
Petrofund
Equipment Breakdown
Municipal First Party Cyber
Municipal Liability
Medical & Related Expense
Automobile Liability
Automobile Physical Damage
Defense Cost Reimbursement
Excess Liability
Liquor Liability

CLAIMS SERVICES: League of Minnesota Cities Insurance Trust

This is a proposal only. Coverage is not bound unless the covered party has requested that coverage be bound and LMCIIT has sent a written confirmation. This quote is valid for 30 days after the date of this letter.

It is important to note also that we are not necessarily providing all the coverages requested or our proposal may not comply with your specifications. Please review closely.

PROPERTY

Section I – Property General Limit of Coverage Per Occurrence \$ Not Covered

This general limit is subject to the sublimits as described in the Municipal Property Coverage Form, and the *specific property limit*.

Terrorism loss occurrence-shared limit \$ 50,000,000.

This limit is subject to the provisions of the Terrorism Losses-Special Pool Limit Endorsement ME079(11/09)

Section II – Additional Covered Loss or Damages

1. <i>Loss of Revenue, Extra Expense and Expediting Expense</i>	\$	5,000,000.	Per Occurrence
2. <i>Demolition and Debris Removal</i>			
			25% of the Estimated Replacement Cost of the Covered Property
(Direct Physical Damage to Covered Property)			
(No Direct Physical Damage to Covered Property)	\$	50,000.	Per Occurrence
3. <i>Leasehold Interest</i>	\$	500,000.	Per Location
4. <i>Accounts Receivable</i>	\$	500,000.	Per Location
5. <i>Valuable Papers and Records</i>	\$	500,000.	Per Location
6. <i>Utility Services</i>	\$	100,000.	Per Occurrence
7. <i>Green Building Expenses</i>			% of the Contract Cost but not to exceed \$100,000. Per Location
8. <i>Asbestos Clean up, Abatement and Removal</i>	\$	250,000.	Per Location
9. <i>Pollution Cleanup and Removal</i>	\$	250,000.	Per Location
10. <i>Errors</i>	\$	500,000.	Per Occurrence
11. <i>Rental Reimbursement</i>	\$	250,000.	Annual Aggregate
12. <i>Arson Reward</i>	\$	5,000.	Per Fire Loss
13. <i>Extraordinary Expense</i>	\$	250,000.	Annual Aggregate
Section IV - Water and Supplemental Flood Coverage	\$	500,000.	Per Occurrence
	\$	500,000.	Annual Aggregate

DEDUCTIBLE: \$ 250 Per Occurrence

CRIME

Theft, disappearance, and destruction-inside and outside the premises and forgery or alteration.

LIMIT OF COVERAGE PER OCCURRENCE \$ 250,000
FRAUDULENT INSTRUCTION LOSS SUBLIMIT \$ 50,000
DEDUCTIBLE: \$ 250 Per Occurrence

BOND (Faithful Performance Coverage)

BOND
LIMIT OF COVERAGE PER OCCURRENCE: \$ 50,000
DEDUCTIBLE: \$ 250 Per Occurrence

MUNICIPAL FIRST PARTY CYBER COVERAGE

FIRST-PARTY CYBER COVENANT LIMIT \$ 250,000 Annual Aggregate
COMMON CAUSE PRO RATA SHARED LIMIT \$ 10,000,000
12-MONTH PRO RATA SHARED LIMIT \$ 25,000,000

DEDUCTIBLE: \$ 250 Per Occurrence

COMPREHENSIVE MUNICIPAL LIABILITY COVERAGES CLAIMS MADE BASIS

LIMITS:
Per Occurrence Limit *\$ 2,000,000
Products Limit \$ 3,000,000 Annual Aggregate
Failure to Supply Claim Limit \$ 3,000,000 Annual Aggregate
E&M Claim Limit \$ 3,000,000 Annual Aggregate
Medical and Related Expense Limit \$ 2,500/\$10,000 Any One Person/Occurrence
Limited Contamination Liability Claim Limit ** \$ 3,000,000 Annual Aggregate

OUTSIDE ORGANIZATION CLAIM LIMIT	** \$ <u>100,000</u>	Annual Aggregate
SYSTEM SECURITY BREACH CLAIM LIMIT	\$ <u>3,000,000</u>	Annual Aggregate
LAND USE AND SPECIAL RISK LITIGATION LIMIT	*** \$ <u>1,000,000</u>	Annual Aggregate
SPECIAL ABUSE CLAIM LIMIT	\$ <u>3,000,000</u>	Annual Aggregate

* *LMCIT's* maximum limit of liability for COVERAGES A and C combined.

** **LIMIT** includes damages, loss adjustment expense, defense costs, and *supplementary payments*.

*** **LIMIT** includes *litigation costs*.

MUNICIPAL LIABILITY DEDUCTIBLE: (Subject to General Annual Aggregate Deductible, if any, shown on Common Coverage Declarations) \$ 250 Per Occurrence

Premises - Operations.
 Independent Contractors
 Products
 Watercraft - Less than 26 feet in length.
 Malpractice Coverage for City Employees-excluding Architects, Doctors of
 Medicine, Dentists, Nurses and Pharmacists.
 Personal Injury Liability-false arrest, advertising, wrongful entry and assault or battery.
 Law Enforcement.
 Employees, Officials and Volunteers are covered.
 Fellow Employee Coverage.
 Extended Reporting Period Guaranteed as to availability and cost.
 No aggregate limit except for Products - *Failure To Supply Claim Limit, EMF Claim Limit, Mold Claim Limit, Limited Pollution Liability Claim
 Limit, Outside Organization Claim Limit, Data Security Breach Claim Limit, Land Use and Special Risk Litigation Limit and Sexual Abuse Claim
 Limit.*
 Coverage for negligent acts, errors, omissions and civil rights violations.
 Broadened definitions of damages.

PARTIAL LIST OF EXCLUSIONS

Airport and Aircraft Liability
 Hospital and Nursing Home Liability
 Liquor Legal Liability
 Absolute Pollution
 Fireworks
 Licensed child care programs
 Bursling or Failure of Dams or Dikes
 Amusement Rides
 Rodeos
 Racing
 Stunting Activities
 Unless Named: Joint Powers, Housing Authorities and Gas or Electric Utilities

AUTOMOBILE

COVERAGE:	LIMIT:
AUTOMOBILE LIABILITY	<u>*\$2,000,000 Per Occurrence</u>
BASIC ECONOMIC LOSS BENEFITS	<u>Basic Minnesota Statutory Coverage</u>
UNINSURED AND UNDERINSURED MOTORISTS	<u>\$ 200,000 Per Occurrence</u>
AUTOMOBILE PHYSICAL DAMAGE	<u>Actual Cash Value, Unless Indorsed</u>

* *LMCIT's* maximum limit of liability for COVERAGES A and C combined.

DEDUCTIBLE: (Subject to General Annual Aggregate Deductible, is any, shown on Common Coverage Declarations.)
\$ 250 Per Occurrence



HEARTFELT THANKS

The East Range Water Board wants to express its deep appreciation to Senators Amy Klobuchar and Tina Smith and their staffs for all of their efforts in securing the recent approval of \$ 2.5 million of Congressionally Directed Spending funds for the planned East Range Joint Water project! 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.

East Range Water Board

Chair, Douglas Gregor

Member, Clark Niemi

Vice Chair, Jon Skelton

Member, Dennis Schutte

Member, David Skelton

11.2.

East Mesabi Water Project
PUBLIC FACILITIES AUTHORITY UPDATE BRIEFING SESSION
April 4, 2022

Project Overview

The East Mesabi Joint water project is a multiple phase project which is being designed to eventually provide drinking water to the City of Aurora, Town of White ("TOW"), Hoyt Lakes and Biwabik. (East Mesabi Joint Powers board service District).

The East Range Water Board was formed last summer pursuant to a joint powers' agreement ("JPA") between Aurora and the TOW, with a board consisting of five members-- 3 appointed by Aurora, 2 appointed by TOW. Plans are to expand the JPA and the Board composition as other communities join in the system services.

Phase 1 of the project is the construction of the following elements that will initially service Aurora and Town of White customers which is comprised of 990 equivalent residential users (ERUs):

- A new raw water source at Embarrass Mine Lake, at an intake site immediately east of the public water access site on the north side of the Lake;
- A new raw water transmission line from that intake site to a new water treatment plant (WTP) located immediately adjacent to the City of Aurora's existing water tower.
- A new treated water distribution line from Pineville to the Scenic Acres development on the shore of Embarrass Lake -- eliminating the current community well system and securing priority points that are needed with the MN Department of Health to facilitate State financing for the Project.

The main goal of Phase 1 is to secure a better source of raw water for all 4 communities and to replace the greatly dilapidated City of Aurora water treatment plant and intake site at the St. James Pit Lake in Aurora:

- The new water source is the former Embarrass Mine Lake. Water studies have shown Embarrass Mine Lake to possess an abundant water source that contains water of a quality that has 81% less sulfates and a water hardness that is 63% lower than the existing St. James Pit water source -- which will benefit the treatment and plumbing infrastructure of residential users. In contrast, the existing St. James Pit water source is subject to rising water levels, Zebra mussel infestation, and increasing sulfate concentrations.
- The raw water intake system, including the intake structure, pumping facilities and raw water transmission piping, will all be sized and constructed to accommodate the anticipated future needs of all 4 East Range communities.
- Similarly, the new Water Treatment Plant ("WTP") initially will be constructed to service the needs Aurora and the TOW but will be designed for future modular expansion to service Hoyt Lakes (990 ERUs) and Biwabik (632 ERUs).

- The WTP capacity initially will be 1 million gallons a day and be expandable up to 2 million gallons a day when it eventually services Hoyt Lakes and Biwabik.

Phase 1 Schedule (tentative)

January 2022	Complete engineering
February 2022	Certification by MN Dept of Health
March 2022	Submit final documentation to PFA for state bond and WIF grant assistance.
May 2022	PFA Award money to project.
Fall 2022	Project bidding
Winter	2022-23 Start construction

Project Financing

1. The Phase 1 project cost is currently budgeted at \$24.4 million dollars.
2. Current approved financing includes \$7.5 million from State of MN 2018 & 2020 special bond appropriations, a 2022 \$ 2.5 million federal CDS grant, plus an assumed \$ 5-8 million State of MN Water Infrastructure Fund (WIF) grant leaving an approximately \$ 6.4 million funding gap.
3. State of MN special appropriation bonding and grant money is administered by State of MN Public Facilities Authority (PFA). The PFA has determined that the project is eligible for the maximum \$5 million WIF Grant, and the project is expected to be eligible to receive additional grant money if made available through the PFA in the 2022 Legislative Session
4. A small CDBG grant allocation has been approved for the Project and significant additional federal assistance funds are being aggressively pursued through the Army Corps of Engineers, and the Department of Iron Range Resources and Rehabilitation.
5. The increased utility rates needed to service an estimated \$6.4 million in debt far exceed the PFA's calculated "affordability rate" benchmark that the PFA uses to determine grant and loan eligibility. The PFA determination of affordability for median household in Aurora and Town of White average out to be approximately \$39.50/month. The Project's Financial Advisor firm, David Drown & Associates, has determine that the Aurora and TOW rate payers could potentially service a 30-year term/ 1% interest rate debt load of between \$ 3- 5 million. The future utility rates for Aurora and Town of White residential customers to construct the new elements, operate and maintain the water system would be expected to range up to \$ 70.00 per month for residential customers if the communities have to shoulder the burden of financing the entire project of debt "gap" between the committed funds and the projected Project cost.

Financing Needs

The WIF grant is not perceived as a guaranteed source of project funding and the projected multi-million-dollar debt level and associated water rates are above what the PFA and many other grant agencies determine as affordable to City of Aurora and Town of White residents. The bottom line is that further financial grant assistance is needed due to the relatively small customer base of Aurora and Town of White.



Summary of Opinion of Probable Cost
East Range Joint Water Project, Aurora and Town of White
City of Aurora & Town of White
SEH Project No. 159723
January 10, 2022

Project Component	Estimated Cost
Water Treatment Plant	\$ 11,362,914
Water Main Scenic Acres	\$ 985,220
Water Main Pineville	\$ 505,730
Raw Water Intake Facility	\$ 5,688,931
Raw Water Transmission Main	\$ 1,852,720
Construction Subtotal	\$ 20,395,515
Contingencies and Market Conditions (10%)	\$ 2,039,552
Soil Borings & Testing	\$ 163,895
Legal (0.05%)	\$ 101,978
Fiscal (0.05%)	\$ 101,978
Administrative (0.05%) Engineering	\$ 101,978
w/ Lower Construction Admin/Observation Range	\$ 1,278,680
w/ Higher Construction Admin/Observation Range	\$ 1,394,950
Total Project Cost	
w/ Lower Range Engineering Fees	\$ 24,183,574
w/ Higher Range Engineering Fees	\$ 24,299,844



DDA

David Drown Associates, Inc.
Public Finance Advisors

Cologne Office:
10555 Orchard Road
Cologne, MN 55322
(952) 356-2992
shannon@daviddrown.com

To: East Range Water Committee
From: Shannon Sweeney, David Drown Associates, Inc.
Date: January 11, 2022
Re: Water Treatment Project Utility Rate Analysis

I have been asked to update my utility rate analysis for the East Range Water Project. As with my original report, it is important to understand the assumptions that are used as they can have significant impacts on the projected revenues required to support the new system. Several of the critical assumptions used in the rate analysis have been taken from preliminary engineering reports and the preliminary project worksheets submitted for the Water Infrastructure Fund (WIF) program application. Those assumptions include the following:

- 1) That there are currently 947 Equivalent Residential Users (ERU's) served by the system; and
- 2) When the project is completed there will be 990 ERU's served by the system; and
- 3) Operating costs for the new facilities will remain essentially the same with only inflationary increases; and
- 4) The total project cost is estimated to be \$24,799,844.

The assumptions used in the **Exhibit 1** rate analysis includes a funding mix that produces a weighted monthly average user rate of approximately \$37.16 which is the affordability threshold used by the Minnesota Public Facilities Authority (PFA) for the Water Infrastructure Fund (WIF) grant:

- 1) \$7.5 million in project costs will be paid from grants authorized in the 2018 and 2020 bonding bills (State of Minnesota); and
- 2) The Minnesota Public Facilities Authority (PFA) will provide the statutory maximum PFA WIF Grant of \$5 million; and
- 3) **Supplemental grants of \$9.8 million** will be secured from Federal and/or State sources; and
- 4) The balance of project funding will be provided by a **PFA loan of \$2.5 million** that has a 30-year term and an interest rate of 1%; and
- 5) The WIF Grant will require a funded reserve equal to 50 cents per thousand gallons of flow which has been estimated based on 5,000 gallons per ERU; and
- 6) Rates in all user categories are increased proportionately.

The assumptions used in the **Exhibit 2** rate analysis include the following:

- 7) \$7.5 million in project costs will be paid from grants authorized in the 2018 and 2020 bonding bills (State of Minnesota); and
- 8) The Minnesota Public Facilities Authority (PFA) will provide the statutory maximum Water Infrastructure Fund (WIF) Grant of \$5 million; and
- 9) **Supplemental grants of \$7.3 million** will be secured from Federal and/or State sources; and
- 10) The balance of project funding will be provided by a **PFA loan of \$5 million** that has a 30-year term and an interest rate of 1%; and
- 11) The WIF Grant will require a funded reserve equal to 50 cents per thousand gallons of flow which has been estimated based on 5,000 gallons per ERU; and
- 12) Rates in all user categories are increased proportionately.

Rate Projections:

At this point rate projections at project completion have been estimated based on the assumptions outlined above. Two scenarios have been prepared based on input from the project engineering firm.

Exhibit 1 - \$2.5 million PFA Loan:

The attached Exhibit 1 looks at the rate impacts assuming a loan of \$2.5 million from the Minnesota Public Facilities Authority (PFA) will be required with the balance of project costs funded through grants.

Assumptions:

- a) 12% of the new project debt is allocated to the Town of White and 88% is allocated to the City of Aurora (\$2.5 million total project debt); and
- b) Aurora continues to make its own debt service payments; and
- c) Operating Costs are allocated based on usage.

Exhibit 2 - \$5 million PFA Loan:

The attached Exhibit 2 looks at the rate impacts assuming a loan of \$5 million from the Minnesota Public Facilities Authority will be required with the balance of project costs funded through grants.

Assumptions:

- a) 12% of the new project debt is allocated to the Town of White and 88% is allocated to the City of Aurora (\$5 million total project debt); and
- b) Aurora continues to make its own debt service payments; and
- c) Operating Costs are allocated based on usage.

The funding scenarios used in this analysis are based on several assumptions including project ranking and W/F program grant availability. The final funding mix from PFA will not be known until the project has moved through their application process.

**East Range Water Project
Water Rate Analysis - \$2.5 mil PFA Loan**

Exhibit 1

ERU's @ Completion:

		% of Total
City of Aurora	869	88%
Town of White	121	12%
Total:	990	

5,000 average per ERU
4,950,000
\$ 2,475.00 -Monthly WIF Reserve

Embarrass Pit Option 1b: New Debt Allocated 88%-12%			Monthly Cost Per ERU (Aurora)		Monthly Cost Per ERU (Town of White)
	Total:	City of Aurora		Town of White	
Total Estimated Operating Cost	\$264,033.00	\$232,349.04	\$22.28	\$31,683.96	\$21.82
+ Debt Service for ERWP	\$96,870.28	\$85,245.85	\$8.17	\$11,624.43	\$8.01
+ Existing Debt Service for Aurora	\$53,964.00	\$53,964.00	\$5.17	\$0.00	\$0.00
+ WIF Reserve Requirement	31,036.50	\$27,312.12	\$2.62	\$3,724.38	\$2.57
= Total Required Revenues	\$445,903.78	\$398,871.01	\$38.25	\$47,032.77	\$32.39

Assumptions:

- 1) 12% of ERWP debt paid by TOW & 88% paid by Aurora
- 2) Aurora pays its own debt
- 3) Operating costs allocated based on ERU's of each entity

**East Range Water Project
Water Rate Analysis - \$5 mil PFA Loan**

Exhibit 2

ERU's @ Completion:

		% of Total	
City of Aurora	869	88%	5,000 average per ERU
Town of White	121	12%	4,950,000
Total:	990		\$ 2,475.00 -Monthly WIF Reserve

Embarrass Pit Option 1b: New Debt Allocated 88%-12%			Monthly Cost Per ERU (Aurora)		Monthly Cost Per ERU (Town of White)
	Total:	City of Aurora		Town of White	
Total Estimated Operating Cost	\$264,033.00	\$232,349.04	\$22.28	\$31,683.96	\$21.82
+ Debt Service for ERWP	\$193,740.57	\$170,491.70	\$16.35	\$23,248.87	\$16.01
+ Existing Debt Service for Aurora	\$53,964.00	\$53,964.00	\$5.17	\$0.00	\$0.00
+ WIF Reserve Requirement	31,036.50	\$27,312.12	\$2.62	\$3,724.38	\$2.57
= Total Required Revenues	\$542,774.07	\$484,116.86	\$46.42	\$58,657.21	\$40.40

Assumptions:

- 1) 12% of ERWP debt paid by TOW & 88% paid by Aurora
- 2) Aurora pays its own debt
- 3) Operating costs allocated based on ERU's of each entity

Payment for Compensation for East Range Water Board Members

The East Range Water Board authorized payment of \$30.00 for members not otherwise paid by either governemnt entity for each East Range Water Board meeting attended, voted at the ERWB meeting on December 15, 2021

Payment of Additional Compensation for Special Meetings for Mayor & Councilors									
Date of Meeting	#450	Skelton, D.			#453	Schubbe			
3/15/2022		\$30.00				\$30.00			
Total:		\$30.00				\$30.00			

Chair
Doug Gregor

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