

**Council Meeting Consent Agenda
For City of Nashwauk**

Date: November 9, 2016

Roll Call:

Pledge of Allegiance:

Approve Minutes: minutes of the October 25, 2016 City Council meeting

Approve Bills:

City Departments/Committee:

Special Items:

Steve Giorgi, RAMS to discuss Resolution 18-2016

*** Read Communications and Place On File**

The consent agenda gives the Nashwauk City Council a means of handling routine items in one action. However, any one councilor, city staff, or public may request that an item be removed and placed on the regular agenda for discussion and consideration

*** Read Items On Consent Agenda And Approve Consent Agenda As Follows:**

1. Approve the Clerk, Mayor or any Council to attend the Arrowhead Procure meeting November 21, 2016 in Grand Rapids
2. Approve the Clerk, Mayor or any Council to attend the Brownfield meeting on December 14, 2016 in Virginia
3. Approve the Chamber of Commerce, American Legion and Emergency Services to hold the annual Winter Festival at the Safety Complex from 1-4 p.m. on December 10, 2016
4. Approve the Mayor or Council to attend the RAMS board meeting November 17, 2016 in Mountain Iron

Old Business:

Old Business Report (pg. 6)

1. Review Campground procedure (pg. 11)
2. Review and approve the City of Nashwauk Personnel Policy (pg. 13)
3. Review and discuss restrictive covenant information (pg. 59)
4. Approve Purchase Agreement with American Bank of the North for the property located at 132 1st Street in the amount of \$12,000 (pg. 90)

New Business:

1. Discuss request from Fire Chief Coughlin to create a list of Associate Members for the NFD (pg. 70)
2. Request from Fire Chief Coughlin to create an eligibility list for the NFD
3. Approve Resolution 18-2016 regarding Wild Rice and Sulfate Standards (pg. 71)
5. Approve Resolution 19-2016 Accepting funds from the IRRRB for the Hawkins Mine Overlook project (pg. 72)
6. Approve Partial Payment Estimate No. 2 for the 2016 Improvements project to Mesabi Bituminous Inc. in the amount of \$12,355.33 and allow the mayor to sign (pg. 73)
7. Accept the resignation of Steve Sovada from the Nashwauk Ambulance Service effective October 25, 2016 (pg. 76)
8. Request from Dave Bevacqua for expenses related to the high school baseball field in the amount of \$2,891 (pg. 77)
9. Approve the letter of engagement with Walker, Giroux and Hahne LLC to audit the City's 2016 financial statements and allow the mayor and clerk to sign (pg. 78)
10. Asbestos issues and quotes in residential demolitions
11. Approve Fire Protection Contract with Lone Pine Township and allow the mayor and clerk to sign (pg. 87)
12. Approve the grant contract with IRRRB for the Revolution Auto Parts grant in the amount of \$170,000 and allow the mayor and clerk to sign

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For City of Nashwauk**

13. **RECESS** Meeting to a closed session to discuss the City Administrator/City Clerk/Treasurer Employment Agreement
14. Call meeting back to order to discuss movement on the City Administrator/City Clerk/Treasurer Employment Agreement

Items From Floor:

***Committee Reports/Mayor and council concerns:**

Set date for canvassing the election returns

**City of Nashwauk
City Council Meeting
October 25, 2016**

Mayor DeNucci called the meeting to order at 5:30 p.m. in the Council Chambers.

Members present: Bolf, Heyblom, DeNucci, Marinaro, Gangl

Also present: Attorney Vollstaedt, Engineer Jamnick, Clerk Kurtock, Fire Chief Coughlin

*Motion by Gangl, seconded by Heyblom to approve the minutes of the October 11, 2016 City Council Meeting

Ayes all present—motion carried

*Motion by Bolf, seconded by DeNucci to approve all bills signed and file the claims report as official record

Ayes all present—motion carried

Items from the Floor: ISD 319 interim superintendent, Derek Gabardi, was present to discuss information on the proposed Levy Referendum. The proposed technology, applications, infrastructure updates, and tax impact to property taxes were discussed. The levy would also fund one technology personnel position. A Q&A session was held. Councilman Heyblom noted it was critical for a smaller district to keep up with technology and expressed his support. Councilman Gangl said the technology for the district was not a ‘want,’ but it was a ‘need.’

*Motion by Heyblom, seconded by Gangl to approve the communications as read

Ayes all present—motion carried

Old Business Report:

Observation Deck: Engineer Jamnick discussed the overlook with a structural engineer and decided the project could be brought down to a reasonable budget of around \$80,000. Jamnick recommended a steel structure with decking made of composite or treated wood. The Clerk and Engineer had a pre-application meeting with Whitney Ridlon of IRRRB regarding the Downtown and Business Corridor grant. The Clerk recounted the conversation and highlighted the grant requirements for the Council. Letters of support are needed and discussion was held on which groups and businesses would be key to reach out to. A resolution for the grant will be on the next Council agenda.

Building Inspection Updates: Councilman Marinaro mentioned another garage that might need to be addressed.

*Motion by Heyblom, seconded by DeNucci to allow the clerk to sign the Order to address dangerous conditions for the garage at 203 2nd Street and send to the owner

Ayes all present—motion carried

Fire Truck Storage: The purchase agreement for 132 1st Street had not come through yet from American Bank.

Revolution Auto Parts: Mayor DeNucci informed the Council that the IRRRB approved the grant application for the project; the amount approved was \$170,000.

*Motion by Heyblom, seconded by Gangl to go out for bids on the Revolution Auto Parts utility extension project

Ayes all present—motion carried

Councilman Bolf questioned if the engineering and legal costs would be included in the amount awarded for the Revolution Auto Parts project. Engineer Jamnick said the original cost estimate included a contingency plan and the bids may come in under budget. After the bids are received, Council will address the other issues. Bids for the project will be due November 17, 2016 and results will be on the November 22, 2016 Council agenda

York Avenue: At the previous meeting it was discussed with Engineer Mattonen to seek bids on the retaining wall from other contractors. Engineer Jamnick spoke with other local contractors but did not receive quotes back on the project. Councilman Gangl acknowledged that it will likely be a spring project now. Jamnick noted that himself, Charlie Kautto, and the property owner had been in contact with one another and had discussed a timeline that all were comfortable with.

Platt Avenue: Jamnick said of the punch list of work to be completed, a large portion of the work was done. One more pay estimate for the project was expected. The contractor had contacted JPJ Engineering to discuss the penalty amount withheld from the first partial payment.

Trail Connections: The Clerk and Mayor had been working with Congressman Nolan's office to draft a letter from the congressman to US Steel urging the opening of a small portion of ATV Trail that would allow the ESML ATV Trail to move forward. US Steel has not submitted any information to the Itasca County Land Department.

Camp Host: The Council debated which direction to take with the host, noting the need for a permanent solution and processes. The clerk will type up a procedure manual, review it with the Police Chief and street department, and present it to the Council at the next meeting.

Old Business:

*Motion by Heyblom, seconded by Marinaro to approve Resolution 18-2016 ordering the removal of a hazardous building

Roll call: Aye—Bolf, Heyblom, DeNucci, Marinaro, Gangl Motion carried

*Motion by Bolf, seconded by Heyblom to accept the quote from A.S.A.P. Heating & Air Conditioning to install 3 heat pump systems in the Memorial Building in the amount of \$10,500; no second quote received

Ayes all present—motion carried

New Business:

Safety Complex Garage Door: Councilman Marinaro voiced his concern on the quality of the replacement door compared to the other doors, as he felt it was not of the same quality and noted sharp banding on the door. Councilman Heyblom discussed 'like and kind quality'. Marinaro in discussion with the adjuster reported that the adjuster had said the same quality was not present between the old door and the new door. Gangl suggested having somebody look at the 'like and kind quality' of the door. Mayor DeNucci suggested removing the sharp bands. Heyblom questioned how many quotes were received and would like to find out. The Clerk will source another contractor to check

the door for quality. A follow-up email will be sent to Overhead Door looking for written confirmation on removal of the bands not voiding the warranty and instruct the company to do so if it does not.

*Motion by Heyblom, seconded by Gangl to approve the Clerk and Mayor to sign the Memorandum of Agreement between the City and the Central Iron Range Brownfield Coalition

Ayes all present—motion carried

Capital Improvement Plan: Council discussed the value of the plan and having a general schedule of importance for infrastructure improvements. The plan will be utilized moving forward with any projects.

*Motion by Heyblom, seconded by Bolf to proceed with lighting upgrades to the City Garage, Memorial Building, Recreation building and the remainder will be applied to the street lighting upgrades

Ayes all present—motion carried

Council Reports:

PUC Updates: Councilman Bolf discussed the CIP audits, the sewer extension, and the pump house roof. He noted that the electrical extension to the Bozich addition extension would occur in the spring of 2017. Cost estimates for the extension work were mentioned. Councilman Gangl responded that the cost of the extension would impact the final cost of the Bozich lots.

Councilman Bolf also mentioned that ARDC will have a grant writer to assist many cities with any grant writing needs.

Councilman Heyblom received a request from Dave Bevacqua regarding a list of repairs that he is requesting funding for at the baseball field. The work to complete the repairs will be donated by the HCC baseball team. The request will be on the next Council agenda.

*Motion by Heyblom, seconded by Gangl to adjourn at 6:35 p.m.

Ayes all present—motion carried

City Clerk

OLD BUSINESS: AS OF **10-25-16 meeting**

<u>DATE</u>	<u>ITEM</u>	<u>ASSIGNED TO</u>
1-27-15	Bozich	A DETAILED PROGRESS REPORT LIST FOR THIS PROJECT CAN BE FOUND ON THE OLD BUSINESS AGENDA FOR THE SEPTEMBER 13, 2016 MEETING, OR UPON REQUEST
		<ul style="list-style-type: none">• 8-10-16 the project is at substantial completion. The work completed has a one year warranty• 8-23-16 It was approved to get "lots for sale" signage quotes• 9-13-16 the work has been completed; Council to discuss setting lot prices• 10-11-16 restrictive covenant information disbursed
1-21-15	Artificial Ice/Zamboni	A DETAILED PROGRESS REPORT LIST FOR THIS PROJECT CAN BE FOUND ON THE OLD BUSINESS AGENDA FOR THE SEPTEMBER 13, 2016 MEETING, OR UPON REQUEST
		<ul style="list-style-type: none">• 7-12-16 the Clerk sent communication to the school board asking for response• 7-26-16 Gangl made contact with Kootasca to discuss collaboration; no meeting scheduled yet
1-21-15	Motter	A DETAILED PROGRESS REPORT LIST FOR THIS PROJECT CAN BE FOUND ON THE OLD BUSINESS AGENDA FOR THE MAY 24, 2016 MEETING, OR UPON REQUEST
2-24-15	Rabbitt Road	A DETAILED PROGRESS REPORT LIST FOR THIS PROJECT CAN BE FOUND ON THE OLD BUSINESS AGENDA FOR THE JULY 12, 2016 MEETING, OR UPON REQUEST
8-6-15	discuss observation deck	–in need of repair, would like to improve the entire area, wood fence need to be repaired, stairway is rotted, total replacement Gangl want it to be handicap assessable, Marinaro suggested to set up a committee for next year to discuss, Bolf wants it done now. Gangl agreed, they will work together and get a plan and work with the Chamber. Will get the old specs from JPJ and look at that with the Chamber, Bolf and Gangl *Motion by Gangl, seconded by Marinaro to get information on the plan and estimate and present to the chamber and then bring back to the council Ayes all present—motion carried
		<ul style="list-style-type: none">• 8-25-15 Bolf and Gangl met with Tammie Sumner of the Nashwauk Chamber of Commerce. They chose a deck layout and have spoken to JPJ Engineering and Midwest Manufacturing about materials—galvanized steel vs. wood. Heyblom expressed his concern of building something the city would take pride in. It will be handicapped accessible. It will be bid out and the council would like a list of pricing options on different materials.• 9-8-15 Bolf said with the elevation 60' of runway is necessary, with a resting area every 20' for handicap accessibility. A grant application has been submitted to help pay for the sign• 10-13-15 next spring beginning likely• 10-27-15 Bolf was given the okay to go out for bids• 11-10-15 Bolf to meet with engineer to get specs and go for bids• 11-24-15 the project will be done in 2 separate bids: footings and the deck. Overhead wires will be run underground to remove from view• 12-8-15 pre-bidding for items must happen first• 12-22-15 all should be ready for a spring beginning

- 1-12-16 Jamnick met with Braun; they did soil borings at the same time as the rec center borings
- 2-23-16 soil borings are back; plans and budget are in process
- 4-26-16 motion was made to advertise for bids; they're due May 19th, 2016
- 5-10-16 bids are due to city hall May 19, 2016
- 5-24-16 bids were opened; results were not put in the packet for council review.
- 6-14-16 bids were double over budget. Jamnick recommended looking at what could be done to lower the cost of the project.
- 7-12-16 bids were rejected; alternate materials may be sought to lower the cost of the project
- 8-10-16 a possible IRRRB grant will open in November; an application will be sought
- 9-13-16 discussions to be held with MnDOT to discuss as a transportation enhancement piece to the Hwy 65 utility replacement project
- 10-25-16 discussion was held on bringing the budget down to \$80,000; grant requirements were discussed

8-25-15 **Building Inspection updates**

- 10-13-15 2nd Street house is in Ch 7 bankruptcy. No action can be taken until the stay is over in November
- 10-27-15 letter to be sent to Grover asking for specific interior timeline. Ownership issues for 20 4th Street re: Sellman Law office
- 11-10-15 the bankruptcy stay will expire this week. A follow-up inspection on the Grover property was suggested—Dimich will contact the inspector.
- 11-24-15 Lack of response from Grover forced the hands of the council to refer the property to Dimich to begin the court process
- 12-8-15 Dimich addressed ownership issues at 20 4th Street. The recorded owners do not oppose the city's effort to raze if their only liability is a lien on the property. Dimich will have a detailed report of all properties for the next meeting
- 12-22-15 Dimich supplied the council with a chart showing progress on all properties through the court system
- 1-12-16 Grover was present and received a summons; offered the city a purchase agreement. Dimich took all paperwork
- 2-9-16 427 2nd St has been served; Grover's filed with court; 20 4th St Sheriff couldn't find to serve
- 2-23-16 Dimich: All 5 owners have been served. He will contact the court for dates to appear and get judge's orders on building removal and liens for the cost to remove
- 3-22-16 all matters have been filed. Mr. Whitney has agreed to testify on the conditions of the buildings. Affidavit of costs will have to be submitted for the cost of removal to be placed as an assessment on the property. The property owner will still own the property; not the city.
- 4-26-16 the judge signed for razing 427 2nd Street; 20 4th Street required one small change; 212 & 214 Central the judge will inspect himself; 212 3rd and 401 Central are on the June court schedule
- 5-24-16 potential collaboration with Itasca County's demo projects in an IRRRB application
- 6-14-16 the owner at 401 Central Ave was given 60 days by the judge to remove belongings. Razing can begin tentatively in August
- 7-26-16 resolution 16-07-02 was passed to establish a 30 day timeframe for the 212/214 Central Avenue building
- 8-10-16 the owner of 214 Central Ave. has attained legal representation; the City attorney will be communicating with the owner's counsel regarding the property
- 8-23-16 A signed order was given to the Sheriff's department to deliver to Mr. Grover.
- 9-13-16 Attorney Vollstaedt noted Mr. Grover had been served; Ms. Grover may need to be served via publication
- 9-27-16 Ms. Grover has been served through publication. They have 30 days from the first publication to be in compliance with the signed order. / IRRRB grant for residential demolitions was approved. Asbestos checks have been scheduled.

- 10-11-16 An order for the structure at 203 2nd Street was to be drafted and sent to the owner requesting corrective action
- 10-25-16 the Order for the 203 2nd Street garage was signed and sent to the structure owner

8-25-15 **Fire Truck Storage:** possibilities include old auto building on 1st Street, building cold storage or back to Majewski storage. Gangl and Ketola will seek more information

- 9-8-15 Gangl was in contact with American Bank about the old auto building on 1st street. The cost is \$89,000. A city owned lot would be ideal. Kurtcock was asked to get a list of city owned lots to Gangl, Ketola and Calaguire.
- 9-22-15 will take another look at old auto building on 1st Street
- 10-13-15 1st Street ruled out, new building size to be explored
- 10-27-15 size needs to be established
- 11-10-15 Gangl will research and come back with a size
- 12-8-15 Gangl will address after the 1st of the year
- 12-22-15 a size was received from John Calaguire
- 4-18-16 special meeting discussion: offer of \$18,000 to American Bank for the property at 132 1st Street was made; American Bank counter offered with \$20,000. Council accepted contingent upon positive results of soil boring tests
- 4-26-16 soil boring quote approved for Braun Intertec in the amount of \$3,371
- 5-10-16 soil borings to be completed 5-13-16
- 5-24-16 unofficial boring results were negative; discussions will continue
- 6-14-16 contact to be made to American Bank with a response to soil boring testing and possible counter-offer
- 6-28-16 American bank contacted MPCA for further instruction; the City will wait for their decision
- 7-26-16 communications have been received, but no definitive direction until the MPCA can determine the source of contamination .
- 9-13-16 the building will be inspected by the building official
- 10-11-16 in a closed meeting the Council proposed another offer on the building at 132 1st Street to be submitted to American Bank

3-8-16 Kapella

- Bolf spoke with John Fedo and Itasca County Land Dept to see why the project has been stalled. It was suggested to write a letter to the county commissioner urging action
- 3-22-16 an appraisal was received. Itasca Co is willing to sell the property. Discussion to be held during a work session
- 4-12-16 the appraisal value was high. County commissioners recommended the city having a second appraisal done. Heyblom & Gangl will draft a counter response
- 4-26-16 land comparisons were received but unusable due to size; Heyblom will look at others
- 5-10-16 Latvala Lumber property identified as another possible location
- 5-24-16 Kapella is interested in the Latvala Lumber property; he will reach out to the city if he decides to move forward
- 7-12-16 the Clerk sent communication to Mr. Fedo for a progress report
- 7-26-16 Kapella and Mr. Fedo were present. The Kapellas have acquired the Latvala Lumber property. Bolf advised them to speak to the NPUC regarding utility extensions
- 8-10-16 IRRRB grants will be sought for development of public utility lines
- 8-23-16 Mr. Fed requested a development agreement be drafted. Council asked the attorney to draft it one. Resolution 16-2016 was passed in support of the project seeking funding through the IRRRB
- 9-13-16 a development agreement was drafted and revisions were suggested to set benchmarks; easement issues will be investigated by the attorney

- 10-11-16 the development agreement was approved; Charlie Kautto was appointed as the city official to monitor progress
- 10-25-16 the IRRRB approved a \$170,000 grant for the project; Council approved going out for bids

3-22-16 Retaining Wall issue at 513 York Avenue

- Jamnick to investigate. The League will be informed.
- 4-26-16 quotes received; discussion to be held at a special meeting
- 5-24-16 bids will be opened 6-9-16
- 6-14-16 Motion by Bolf, seconded by Marinaro to approve Option One and award the bid for realigning the retaining wall at the York Avenue alley to the low bidder Wm. J. Schwartz & Sons in the amount of \$14,586.25
- 6-28-16 work will begin following the 4th of July
- 8-10-16 work to begin following Labor Day
- 9-13-16 local contractors may be sought to bid on the work, as Schwartz has not signed the contract or scheduled the work
- 10-11-16 Mattonen will check to see if work can be completed in 2016
- 10-25-16 the Engineer sought quotes but no other company submitted one back

6-14-16 Disc Golf

- Will continue to assess the level of interest within the community
- 9-27-16 a meeting was setup with a member of a local disc golf association to discuss possibilities
- 10-11-16 the mayor and clerk met with members of the DGA and discussed potential areas. Parcel numbers were given to them to assess and plan a course

7-12-16 Platt Avenue Updates

- 7-26-16 preconstruction meeting was held 7-20-16. Contractor anticipates beginning the 3rd week of August.
- 8-10-16 work is scheduled to begin August 15, 2016
- 9-13-16 curb and gutter were completed. The contractor has passed the completion date and Council may enforce penalties
- 9-27-16 the certificate of completion was tabled until a timeline was received.
- 10-11-16 partial payment #1 was made minus penalties and retaining fee; the certificate of completion was approved to be signed, establishing the date of completion as September 20, 2016

8-23-16 Tracking Trail Connections with ESML and US Steel

- 9-13-16 Mayor DeNucci, Mitch Brunfelt, Itasca County and the ATV clubs are to meet to discuss the issue
- 10-11-16 a meeting was held and progress was tracked, focusing on US Steel and requesting a mile stretch be approved
- 10-25-16 Congressman Nolan's office will send a letter urging action

9-13-16 Backup Generators

- 9-13-16 Councilman Marinaro and John Ketola will research possible grant options for the upgrades
- 9-27-16 Marinaro spoke with a state fire marshal about homeland security funding for the project

9-13-16 Camp Host

- 9-13-16 Council will seek other options and solutions. Police Chief Maddern was asked to speak at the next Council meeting with his thoughts on the matter.
- 10-25-16 a procedure manual will be presented to the Council at the next meeting



Dear Arrowhead Procure Health Group Leader,

In June of 2016 the Arrowhead Procure Board approved a 0% increase in health insurance premiums effective October 2016.

Recently, Itasca County has made the decision to move their retiree contracts out of the Arrowhead Procure Pool effective January 1, 2017. This decision means a loss of approximately 160 contracts to the pool, or a 20% decrease in size.

Due to this change the Arrowhead Procure Board is being advised to re visit the pool's rate increase for this year. The board would like you to be aware that they will be considering a 5-10% increase to premiums potentially in early 2017.

The Arrowhead Procure Pool Board realizes that this will have an impact to entities budgets and wants to ensure groups are notified with as much advanced notice as possible. As decisions are reached additional communications will be sent out.

Also, you are encouraged to attend the next Arrowhead Procure Pool meeting, which is Monday, November 21, 2016 at Itasca County Boardroom at 5pm, with the annual meeting to follow.

Thank you,

Arrowhead Procure Insurance Pool

Welcome to the Nashwauk Campground
Season Dates: April 1st – October 31st

All camping is accommodated on a first come, first served basis.
Reservations will not be taken.

There are 18 RV lots available.

All lots have 30 amp and 110 volt electrical service

RV lots include water, sewer, and electric

6 tenting sites are located at the southwest corner of the park

How to enjoy your stay with us:

- 1. Recreation Fee Permit Envelopes are available at this deposit box display. If no envelopes are present, please come to City Hall at 301 Central Avenue to obtain one. After hours, you may contact the Nashwauk Police Department at (2 Hawkins Avenue) or at 218-885-1000 for assistance.**
- 2. Complete the form on the envelope and enclose the appropriate fees inside.**
 - a. RV Camping \$20/night**
 - b. Tent camping \$10/night**
 - c. Monthly rates are \$450 and must be paid at City Hall (301 Central Avenue).**
- 3. Detach the permit slip from the envelope and place it on the post clip at the lot site**
- 4. Place the payment envelope in the deposit box**
- 5. Shower and bathroom facilities are available in the pavilion. A key to the pavilion requires a \$5.00 deposit and you must obtain a key from either the Police Department or City Hall**

6. Compliance of these guidelines will be monitored by the Police Department and Street Department

RV Park Guidelines

1. Quiet time from 10 pm to 6 am
2. Absolutely no pets allowed in the shower area
3. Fires are only allowed in fire pits
4. Sorry, Golden Age Club discounts will not be honored
5. Please do not drive ATVs on the grass

Violations may be subject to fines or revoking of camping permit

Pavilion Usage

To reserve the pavilion, contact the Clerk's Office at 218-885-1210 at least 48 hours in advance.

General Park & BBQ Area

1. No reservations required or accepted
2. No open fires
3. Charcoal only in the permanent barbeques

The following information is for internal purposes and will not be posted publically.

The Police Department will monitor the RV Park regarding concerns of safety and compliance with camping permits. The police department will collect the camping fees from the deposit box and the dump fees box and deliver to the clerk's office for processing.

The Street Department will be responsible for maintaining the grounds and the pavilion.

Both departments along with the Clerk's Office will work together to resolve any other issues that may arise.



CITY OF NASHWAUK
301 Central Avenue, Nashwauk, Minnesota 55769

**CITY OF NASHWAUK
PERSONNEL POLICY**

ADOPTED NOVEMBER 9, 2016

CITY OF NASHWAUK PERSONNEL POLICY

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INTRODUCTION

Purpose

The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the City of Nashwauk. They should not be construed as contract terms for any city employees. No supervisor or City representative has any authority to enter into any agreement for employment for any specific period of time, or to make any agreement contrary to this provision. Nothing in this Personnel Handbook, or in other City policies which may be communicated to the employee, constitutes a contract of employment for any city employee. The policies are not intended to cover every situation that might arise and can be amended at any time at the sole discretion of the city. These policies supersede all previous personnel policies. As an employee, you are responsible for complying with current city policy at all times.

Except as otherwise prohibited by law, the City of Nashwauk has the right to terminate any employee at any time for any or no reason. Employees may similarly terminate employment at any time for any reason.

Scope

These policies apply to all employees of the city. Except where specifically noted, these policies do not apply to:

1. Elected officials
2. City attorney
3. Members of city boards, commissions, and committees
4. Consultants and contractors
5. Volunteers, except as specifically noted for paid-per-call firefighters and paid-on-call ambulance personnel.

If any specific provisions of the personnel policies conflict with any current union agreement or civil service rules, the union agreement or civil service rules will prevail. Union employees are encouraged to consult their collective bargaining agreement first for information about their employment conditions. Nothing in these policies is intended to modify or supersede any applicable provision of state or federal law.

These policies serve as an information guide to help employees become better informed and to make their experience with the city more rewarding. Departments may have special work rules deemed necessary by the supervisor and approved by the city administrator for the achievement of objectives of that department. Each employee will be given a copy of such work rules by the department upon hiring and such rules will be further explained and enforcement discussed with the employee by the immediate supervisor.

EEO Policy Statement

The City of Nashwauk is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, recruitment, selection, lay-off, disciplinary action, termination, compensation and selection for training. The City of Nashwauk will not discriminate against any employee or job applicant on the basis of race,

color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity, or gender expression, disability, age, marital status, genetic information, status with regard to public assistance, veteran status, familial status, or membership on a local human rights commission or lawful participation in the Minnesota Medical Cannabis Patient Registry.

Data Practices Advisory

Employee records are maintained in a location designated by the city administrator. Personnel data is retained in personnel files, finance files, and benefit/medical files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance, etc.

Employees have the right to know what data is retained, where it is kept, and how it is used. All employee data will be received, retained, and disseminated according to the Minnesota Government Data Practices Act.

Media Requests

All city employees have a responsibility to help communicate accurate and timely information to the public in a professional manner. Requests for private data or information outside of the scope of an individual's job duties should be routed to the appropriate department or to the data practices authority.

Any employee who identifies a mistake in reporting should bring the error to the city administrator or other appropriate staff. Regardless of whether the communication is in the employee's official city role or in a personal capacity, employees must comply with all laws related to trademark, copyright, software use, etc.

With the exception of routine events and basic information that is readily available to the public, all requests for interviews or information from the media are to be routed through the City Council or the city administrator. Media requests include anything intended to be published or viewable to others in some form such as television, radio, newspapers, newsletters, social media postings, and websites. When responding to media requests, employees should follow these steps:

1. If the request is for routine or public information (such as a meeting time or agenda), provide the information and notify the city administrator of the request.
2. If the request is regarding information about city personnel, potential litigation, controversial issues, an opinion on a city matter, or if an employee is unsure if the request is a "routine" question, forward the request to the city administrator. An appropriate response would be, "I'm sorry, I don't have the full information regarding that issue. Let me take some basic information and submit your request to the appropriate person, who will get back to you as soon as he/she can." Then ask the media representative's name, questions, deadline, and contact information.

All news releases concerning city personnel will be the responsibility of the city administrator.

When/if the City Council or city administrator authorizes a staff person to communicate on behalf of the city in interviews, publications, news releases, on social media sites, and related communications, employees must:

- Identify themselves as representing the city. Account names on social media sites must be clearly connected to the city and approved by the city administrator.
- Be respectful, professional, and truthful when providing information. In most cases, only factual information (not opinions or editorial comments) should be provided: “The city finished street cleaning on 16 streets in the northwest corner of the city this past week” instead of “The city is doing a great job with street cleaning this year!” Corrections must be issued when needed.
- Generally not include personal opinions in official city statements. One exception is communications related to promoting a city service. For example, an employee could post the following on the city’s Facebook page: “My family visited Hill Park this weekend and really enjoyed the new band shelter.” Employees who have been approved to use social media sites on behalf of the city should seek assistance from the city administrator on this topic.
- Notify the city administrator if they will be using their personal technology (cell phones, home computer, cameras, etc.) for city business. Employees should be aware that the data transmitted or stored may be subject to the Minnesota Government Data Practices Act.

Personal Communications and Use of Social Media

It is important for city employees to remember that the personal communications of employees may reflect on the city, especially if employees are commenting on city business. The following guidelines apply to personal communications, including various forms such as social media (Facebook, Twitter, blogs, YouTube, etc.), letters to the editor of newspapers, and personal endorsements:

- Remember that what you write or post is public, and will be so for a long time. It may also be spread to large audiences. Use common sense when using email or social media sites. It is a good idea to refrain from sending or posting information or photos that you would not want your boss or other employees to read, or that you would be embarrassed to see in the newspaper. Keep in mind harassment, bullying, threats of violence, discrimination, or retaliation that would not be permissible in the workplace is not permissible between co-workers online, even if it is done after hours, from home and on home computers.
- The City of Nashwauk expects its employees to be fair, courteous, and respectful to supervisors, co-workers, citizens, customers, and other persons associated with the city. Avoid using statements, photographs, video or audio that might be reasonably viewed as malicious, obscene, threatening or intimidating, disparaging, or might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone’s reputation or posts that could contribute to a hostile work environment on the basis of sex, race, national origin, age, color, creed, religion, disability, marital status, familial status, veteran status, sexual orientation, gender identity, or gender expression, status with regard to public assistance or membership or activity in a local commission.

- If you publish something related to city business, identify yourself and use a disclaimer such as, “I am an employee of the City of Nashwauk. However, these are my own opinions and do not represent those of the City of Nashwauk.”
- City resources, working time, or official city positions cannot be used for personal profit or business interests, or to participate in personal political activity. Some examples: a building inspector could not use the city’s logo, email, or working time to promote his/her side business as a plumber; a parks employee should not access a park after hours even though he or she may have a key; a clerk, while working at City Hall, should not campaign for a friend who is running for City Council.
- Personal social media account name or email names should not be tied to the city (e.g., city name Cop).

CITYWIDE WORK RULES & CODE OF CONDUCT

Conduct as a City Employee

In accepting city employment, employees become representatives of the city and are responsible for assisting and serving the citizens for whom they work. An employee’s primary responsibility is to serve the residents of Nashwauk. Employees should exhibit conduct that is ethical, professional, responsive, and of standards becoming of a city employee. To achieve this goal, employees must adhere to established policies, rules, and procedures and follow the instructions of their supervisors.

The following are job requirements for every position at the City of Nashwauk. All employees are expected to:

- Perform assigned duties to the best of their ability at all times.
- Render prompt and courteous service to the public at all times.
- Read, understand, and comply with the rules and regulations as set forth in these personnel policies as well as those of their departments.
- Conduct themselves professionally toward both residents and staff and respond to inquiries and information requests with patience and every possible courtesy.
- Report any and all unsafe conditions to the immediate supervisor.
- Maintain good attendance while meeting the goals set by your supervisor.

Attendance & Absence

The operations and standards of service in the City of Nashwauk require that employees be at work unless valid reasons warrant absence or an employee has a position that has been approved to work remotely. In order for a team to function efficiently and effectively, employees must fully understand the goals that have been set for them and the time that is required to be on the job. Understanding attendance requirements is an essential function of every city position.

Employees who are going to be absent from work are required to notify their supervisor as soon as possible in advance of the absence. In case of an unexpected absence, employees should call their supervisor before the scheduled starting time and keep in mind the following procedures:

- If the supervisor is not available at the time, the employee should leave a message that includes a telephone number where he/she can be reached and/or contact any other individual who was designated by the supervisor.
- Failure to use the established reporting process will be grounds for disciplinary action.
- The employee must call the supervisor on each day of an absence extending beyond one (1) day unless arrangements otherwise have been made with the supervisor.
- Employees who are absent for three (3) days or more and who do not report the absence in accordance with this policy, will be considered to have voluntarily resigned not in good standing.
- The city may waive this rule if extenuating circumstances warranted such behavior.

This policy does not preclude the city from administering discipline for unexcused absences of less than three (3) days. Individual departments may establish more specific reporting procedures.

Access to and Use of City Property

Any employee who has authorized possession of keys, tools, cell phones, pagers, or other city-owned equipment must register his/her name and the serial number (if applicable) or identifying information about the equipment with his/her supervisor.

All such equipment must be turned in and accounted for by any employee leaving employment with the city in order to resign in good standing.

Employees are responsible for the safekeeping and care of all such equipment. The duplication of keys owned by the city is prohibited unless authorized by the city administrator. Any employee found having an unauthorized duplicate key will be subject to disciplinary action.

Appearance

Departments may establish dress codes for employees as part of departmental rules. Personal appearance should be appropriate to the nature of the work and contacts with other people and should present a positive image to the public. Clothing, jewelry, or other items that could present a safety hazard are not acceptable in the workplace. Dress needs vary by function. Employees who spend a portion of the day in the field need to dress in a professional manner appropriate to their jobs, as determined by their supervisor. Employees may dress in accordance with their gender identity, within the constraints of the dress codes adopted by the city. City staff shall not enforce the city's dress code more strictly against transgender and gender diverse employees than other employees.

Work Place Policy

(adopted 11-28-2011)

Animals: No animals will be allowed in the work place.

Children: No children will be allowed in the work place for an extended period of time on a daily basis.

Conflict of Interest

City employees are to remove themselves from situations in which they would have to take action or make a decision where that action or decision could be a perceived or actual conflict of interest or could result in a personal benefit for themselves or a family member. If an employee has any question about whether such a conflict exists, he/she should consult with the city administrator.

Falsification of Records

Any employee who makes false statements or commits, or attempts to commit, fraud in an effort to prevent the impartial application of these policies will be subject to immediate disciplinary action up to and including termination and potential criminal prosecution.

Anti-Fraud Policy

The City of Nashwauk adopted the following anti-fraud policy on December 10, 2007 in accordance with Minnesota State Statute 609.456

609.456 REPORTING TO STATE AUDITOR AND LEGISLATIVE AUDITOR REQUIRED.

§ Subdivision 1.State auditor; police; firefighters; teachers.

Whenever a public employee or public officer of a political subdivision, charter commission, or local public pension plan governed by sections 424A.091 to 424A.096 or chapter 354A, discovers evidence of theft, embezzlement, unlawful use of public funds or property, or misuse of public funds by a charter commission or any person authorized to expend public funds, the employee or officer shall promptly report to law enforcement and shall promptly report in writing to the state auditor a detailed description of the alleged incident or incidents. Notwithstanding chapter 13 or any other statute related to the classification of government data, the public employee or public officer shall provide data or information related to the alleged incident or incidents to the state auditor and law enforcement, including data classified as not public.

§ Subd. 2.Legislative auditor.

Whenever an employee or officer of the state, University of Minnesota, or other organization listed in section 3.971, subdivision 6, discovers evidence of theft, embezzlement, or unlawful use of public funds or property, the employee or officer shall, except when to do so would knowingly impede or otherwise interfere with an ongoing criminal investigation, promptly report in writing to the legislative auditor a detailed description of the alleged incident or incidents.

History: 1992 c 592 s 17; 1999 c 99 s 21,23; 2002 c 352 s 14; 2013 c 35 s 1; 2013 c 111 art 5 s 80

Once per calendar year each employee will receive a copy of the City of Nashwauk's anti-fraud policy, which includes Minnesota State Statute 609.456.

If there is any evidence of fraud, it needs to be reported in writing to the State Auditor's Office.

Minnesota State Auditor's Office
525 Park Street, Suite 500
Saint Paul, Minnesota 55103

Personal Telephone Calls

Personal telephone calls are to be made or received only when truly necessary (e.g., family or medical emergency). They are not to interfere with city work and are to be completed as quickly as possible. Any personal long distance call costs will be paid for by the employee. Please refer to the cell phone policy for information on use of cellular phones.

Political Activity

City employees have the right to express their views and to pursue legitimate involvement in the political system. However, no city employee will directly or indirectly, during hours of employment, solicit or receive funds for political purposes. Further, any political activity in the workplace must be pre-approved by the city to avoid any conflict of interest or perception of bias such as using authority or political influence to compel another employee to apply for or become a member in a political organization.

Smoking

The City of Nashwauk observes and supports the Minnesota Clean Indoor Air Act. All city buildings and vehicles, in their entirety, shall be designated as tobacco free, meaning that smoking in any form (through the use of tobacco products such as pipes, cigars, and cigarettes) or “vaping” with e-cigarettes is prohibited while in a city facility or vehicle.

Smoking of any kind, including pipes, cigars, cigarettes, vaping with e-cigarettes, and the use of chewing tobacco, is prohibited for employees while on duty. Employees 18 and over are allowed to smoke only during their breaks and lunch, and only in areas designated for that purpose.

Access to and Use of City Credit/Debit Card

(per policy approved 6-12-12)

The City of Nashwauk adopted the following comprehensive credit card policy with the following safeguards:

- The credit card will be held in a locked location by the city clerk or the department head until needed for a purchase
- A list will be on file in the clerk’s office of approved employees of the city who are authorized to make purchases on behalf of the public entity and who are eligible to use the card
- The purchase must be authorized by the public entity, if the purchase was not approved by the public entity the employee who made the purchase becomes personally liable for the amount of the unauthorized purchase
- Purchases made with the credit card must comply with Minnesota State Law: claims presented for payment must be in writing and itemized, the original invoice and/or receipts must signed by the employee making the purchase and be presented along with any other backup pertaining to the charge.
- The credit card and respective paper work must be returned to the city clerk or department head as soon possible

- All charge slips and proper backup must be turned into the clerk's office within 3 business days after purchase
- NO personal use of the credit card is permitted
- A \$1,000.00 daily charge restriction will be placed on the card

Local Purchasing Policy

(approved 4-8-2015)

The City of Nashwauk documented its commitment to give preference to locally produced goods and services, purchased from local and independent businesses over those produced more distantly. The City desires to provide economic benefits to businesses in Nashwauk through this "buy local" purchasing policy. This policy defines local as businesses within the Nashwauk City limits.

1. Any goods and services that are provided by Nashwauk businesses should be purchased at Nashwauk businesses.
2. If a Nashwauk business does not currently provide the good and/or service needed, ask if they can procure it.

Exceptions will be made if a local business cannot provide the good or service desired.

This policy does not apply to local contractors.

Consequences for not following the local purchasing policy may result in an employee losing his/her purchasing power.

Accounting and Security Policy

(approved 1-8-2013, amendment adopted 2-12-2013)

Accounts payable: The Clerks' office will receive and distribute daily mail to the appropriate departments and all original invoices will remain in and be opened by the clerks' office.

All orders for products and services must follow a guideline that allows for proper processing of paperwork. All requests for purchase of products or services over \$1000.00 must be initially requested with a purchase order located in the Clerk's office. Three council members must sign the form to approve the purchase order. A copy of the purchase order will be given to the department who made the request. Items/services may then be ordered.

All purchases must be made through the City of Nashwauk and be billed to the City. A vendor account should be set up when necessary. No purchases will be allowed by cash, check or with a personal credit card.

Exceptions will be made for: Street department clothing purchases, and reimbursable meals during travel or training seminars.

All orders must be billed to City of Nashwauk or Nashwauk Public Utilities at 301 Central Avenue Nashwauk, MN 55769. The delivery address may differ from the mailing address, but all invoices must be billed to the City of Nashwauk or Nashwauk Public Utilities at 301 Central Avenue.

A packing slip for items received must be submitted to the Clerk's office with a date of items received and an employee signature. If no packing slip is available, the invoice must be signed by the department employee. The Clerk's office will receive the invoice in the mail, the purchase order and the packing slip will be retrieved to be attached to the invoice. If there are any discrepancies, the Clerk's office will contact the department for further clarification. Invoices will be paid at each council meeting, which are the 2nd and 4th Tuesdays of each month.

All billing to customers or other entities will be processed by the clerk's office. Invoice information should be submitted to the Clerks' office so the invoice can be processed.

Keys and Passwords: For security reasons all keys for city buildings and offices must be kept in the Clerk's office. All usernames and passwords related to the City of Nashwauk will be kept in the Clerk's office.

Computer Equipment and Hardware: The City of Nashwauk desktop and laptop computers, as well as the programs and data they contain, are City of Nashwauk property. They are to be used by City of Nashwauk employees in fulfilling the responsibilities laid out in each employee's job description, and for no other purpose. Computers are prohibited from leaving the premises in which they operate.

DEFINITIONS

For purposes of these policies, the following definitions will apply:

Authorized Hours

The number of hours an employee was hired to work. Actual hours worked during any given pay period may be different than authorized hours, depending on workload demands or other factors, and upon approval of the employee's supervisor.

Benefits

Privileges granted to qualified employees in the form of paid leave and/or insurance coverage.

Benefit Earning Employees

Employees who are eligible for at least a pro-rated portion of city-provided benefits. Such employees must be year-round employees who work at least 30 hours per week on a regular basis.

Core Hours

The core hours that all employees (exempt and non-exempt) are expected to work are 8:30 a.m. to 4:30 p.m., Monday through Friday. Police, fire, ambulance, and public works employees do not have core hours and work the schedules established by their supervisors.

Demotion

The movement of an employee from one job class to another within the city, where the maximum salary for the new position is lower than that of the employee's former position.

Direct Deposit

As permitted by state law, all city employees are required to participate in direct deposit.

Employee

An individual who has successfully completed all stages of the selection process, including the training period.

Exempt Employee

Employees who are not covered by the overtime provisions of the federal or state Fair Labor Standards Act.

FICA (Federal Insurance Contributions Act)

FICA is the federal requirement that a certain amount be automatically withheld from employees' earnings. Specifically, FICA requires an employee contribution of 6.2 percent for Social Security and 1.45 percent for Medicare. The city contributes a matching 7.65 percent on behalf of each employee. Certain employees are exempt or partially exempt from these withholdings (e.g., police officers).

Fiscal Year

The period from Jan. 1 to Dec. 31.

Full-Time Employee

Employees who are required to work forty (40) or more hours per week year-round in an ongoing position.

Hours of Operation

The city's regular hours of operation are Monday through Friday, from 8:30 a.m. to 4:30 p.m.

Management Employee

An employee who is responsible for managing a department or division of the city.

Non-Exempt Employee

Employees who are covered by the federal or state Fair Labor Standards Act. Such employees are normally eligible for overtime at 1.5 times their regular hourly wage for all hours worked over forty (40) in any given workweek.

Part-Time Employee

Employees who are required to work less than forty (40) hours per week year-round in an ongoing position.

In accordance with federal health care reform laws and regulations, the city shall offer health insurance benefits to eligible employees and their dependents that work on average or are expected to work 30 or more hours per week or the equivalent of 130 hours or more per month. In order to comply with health care reform law while avoiding penalties, part-time employees will be scheduled with business needs and in a manner that ensures positions retain part-time status as intended.

Pay Period

Full-Time Employees: Pay periods end on the 15th day of the month and the last day of each month, with pay days on the 5th and the 20th of the month. If a payday falls on a weekend or holiday, employees will be paid on the last preceding workday before the holiday or weekend.

Mayor and Council: Monthly salary is paid on the 5th of the month.

Ambulance Personnel: Pay periods end on the last day of the month, with pay days on the 5th of the month.

Fire Department Personnel: Pay periods are quarterly and are paid out in March, June, September, and December, with pay days within a week of the Fire Department Secretary submitting payroll to the Clerk's Office. The Fire Chief and Secretary are also paid a salary once a month, with pay days on the 5th of the month.

PERA (Public Employees Retirement Association)

Statewide pension program in which all city employees meeting program requirements must participate in accordance with Minnesota law. The city and the employee each contribute to the employee's retirement account.

Promotion

Movement of an employee from one job class to another within the city, where the maximum salary for the new position is higher than that of the employee's former position.

Reclassify

Movement of a job from one classification to another classification because of a significant change in the position's duties and responsibilities.

Seasonal Employee/Temporary Employee

Employees who work only part of the year (100 days or less) to conduct seasonal work. Seasonal employees may be assigned to work a full-time or part-time schedule. Seasonal employees do not earn benefits or credit for seniority.

Employees who work in temporary positions. Temporary jobs might have a defined start and end date or may be for the duration of a specific project. Temporary employees may be assigned to work a full-time or part-time schedule. Temporary employees do not earn benefits or credit for seniority.

Seasonal and temporary employees positions are not for more than 67 working days in any calendar year; or are not for more than 100 working days in any calendar year and the employees are under the age of 22, are full-time students enrolled in a nonprofit or public educational institution prior to being hired by the employer, and have indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment. (Minn. Stat. §179A.03)

Service Credit

Time worked for the city. An employee begins earning service credit on the first day worked for the city. Some forms of leave will create a break in service.

Training/Probationary Period

A six-month period at the start of employment with the city (or at the beginning of a promotion, reassignment, or transfer) that is designated as a period within which to learn the job, unless covered by a collective bargaining agreement stating a different time frame. The training period is an integral extension of the city's selection process and is used by supervisors for closely observing an employee's work. An employee serving his/her initial probationary period may be disciplined at the sole discretion of the City, up to and including dismissal. An employee so disciplined, including dismissal, will not have any grievance rights.

Nothing in this policy handbook shall be construed to imply that after completion of the probationary period, an employee has any vested interest or property right to continued City employment.

Time served in temporary, seasonal, volunteer or interim positions are not considered part of the probationary period. If an emergency arises during an employee's probationary period which requires a leave of absence, such time off, if granted, will not be considered as time worked, and the probationary period will be extended by the length of time taken.

Training begins on your first day of employment with an orientation process in which you will learn about city policies and procedures, take a tour of the city, and meet co-workers. Then you will begin to learn your job by training with your supervisor or a co-worker. In the first few months, you will meet with your supervisor frequently to discuss your progress and at six months, you will have a formal review.

Transfer

Movement of an employee from one city position to another of equivalent pay.

EMPLOYEE RECRUITMENT & SELECTION

Scope

The city administrator or a designee will manage the hiring process for positions within the city. While the hiring process may be coordinated by staff, the City Council is responsible for the final hiring decision and must approve all hires to city employment. All hires will be made according to merit and fitness related to the position being filled.

Features of the Recruitment System

The city administrator or designee will determine if a vacancy will be filled through an open recruitment or by promotion, transfer, or some other method. This determination will be made on a case-by-case basis. The majority of position vacancies will be filled through an open recruitment process, unless covered by a collective bargaining agreement stating otherwise.

Application for employment will generally be made online or by application forms provided by the city. Other materials in lieu of a formal application may be accepted in certain recruitment situations as determined by the city administrator or designee. Supplemental questionnaires may be required in certain situations. All candidates must complete and submit the required application materials by the posted deadline, in order to be considered for the position.

The deadline for application may be extended by the city administrator. Unsolicited applications will not be kept on file.

Position vacancies may be filled on an “acting” basis as needed. The City Council will approve all acting appointments. Pay rate adjustments, if any, will be determined by the City Council.

Testing and Examinations

Applicant qualifications may be evaluated in one or more of the following ways: training and experience rating; written test; oral test or interview; performance or demonstrative test; physical agility test; or other appropriate job-related exam. For example:

- Keyboarding exercises for data entry positions.
- Writing exercises for positions requiring writing as part of the job duties.
- “In-basket” exercise for an administrative support position (sets up real-life scenarios and items that would likely be given to the position for action, and asks the candidate to list and prioritize the steps they would take to complete the tasks).
- Mock presentation to the City Council for a planning director position.
- Scenarios of situations police officers are likely to encounter on the job that test the candidate’s decision-making skills (can be role played or multiple choice questions).

Internal recruitments will be open to any city employee who: (1) has successfully completed the initial training period; (2) meets the minimum qualifications for the vacant position; and (3) currently is and for the past year has been in good standing with the city.

The City Council or designee will establish minimum qualifications for each position with input from the appropriate supervisor. To be eligible to participate in the selection process, a candidate must meet the minimum qualifications.

Pre-Employment Medical Exams

The city administrator or designee may determine that a pre-employment medical examination, which may include a psychological evaluation, is necessary to determine fitness to perform the essential functions of any city position. Where a medical examination is required, an offer of employment is contingent upon successful completion of the medical exam.

When a pre-employment medical exam is required, it will be required of all candidates who are finalists and/or who are offered employment for a given job class. Information obtained from the medical exam will be treated as confidential medical records.

When required, the medical exam will be conducted by a licensed physician designated by the city with the cost of the exam paid by the city. (Psychological/psychiatric exams will be conducted by a licensed psychologist or psychiatrist). The physician will notify the city administrator or designee that a candidate either is or isn’t medically able to perform the essential functions of the job, with or without accommodations, and whether the candidate passed a drug test, if applicable. If the candidate requires accommodation to perform one or more of the essential functions of the job, the city administrator or designee will confer with the physician and candidate regarding

reasonable and acceptable accommodations. If a candidate is rejected for employment based on the results of the medical exam, he/she will be notified of this determination.

Selection Process

The selection process will be a cooperative effort between the city administrator or designee, the corresponding department head, and the hiring committee, subject to final hiring approval of the City Council. Any, all, or none of the candidates may be interviewed.

The process for hiring seasonal and temporary employees may be delegated to the appropriate supervisor with each hire subject to final City Council approval. Except where prohibited by law, seasonal and temporary employees may be terminated by the supervisor at any time, subject to City Council approval.

The city has the right to make the final hiring decision based on qualifications, abilities, experience and City of Nashwauk needs.

Background Checks

All finalists for employment with the city will be subject to a background check to confirm information submitted as part of application materials and to assist in determining the candidate's suitability for the position. Except where already defined by state law, the city administrator will determine the level of background check to be conducted based on the position being filled.

Training Period

The training period is an integral part of the selection process and will be used for the purpose of closely observing the employee's work and for training the employee in work expectations. Training periods apply to new hires, transfers, promotions, and rehires. Training periods are six months in duration, but may be extended by, for example, an unpaid leave of absence.

ORGANIZATION

Job Descriptions

The city will maintain job descriptions for each regular position. New positions will be developed as needed but must be approved by the City Council prior to the position being filled.

A job description is prepared for each position within the city. Each job description will include: position title, department, supervisor's title, FLSA status (exempt or non-exempt), primary objective of the position, essential functions of the position, examples of performance criteria, minimum requirements, desirable training and experience, supervisory responsibilities (if any), and extent of supervisory direction or guidance provided to position. In addition, job descriptions should also describe the benefits offered. Good attendance and compliance with work rules and policies are essential functions of all city positions.

Prior to posting a vacant position the existing job description is reviewed by the city administrator or designee and the corresponding department head to ensure the job description is an accurate

reflection of the position and that the stated job qualifications do not present artificial barriers to employment.

A current job description is provided to each new employee. Supervisors are responsible for revising job descriptions as necessary to ensure that the position's duties and responsibilities are accurately reflected. All revisions are reviewed and must be approved by the city administrator.

Assigning and Scheduling Work

Assignment of work duties and scheduling work is the responsibility of the supervisor subject to the approval of the city administrator.

Job Descriptions and Classifications

Assignment of job titles, establishment of minimum qualifications, and the maintenance of job descriptions and related records is the responsibility of the city administrator.

Layoff

In the event it becomes necessary to reduce personnel, temporary employees and those serving a probationary period in affected job classes will be terminated from employment with the city before other employees in those job classes. Within these groups, the selection of employees to be retained will be based on merit and ability as determined by the city administrator, subject to approval of the City Council. When all other considerations are equal, the principle of seniority will apply in layoffs and recall from layoffs.

HOURS OF WORK

Work Hours

Employee work schedules and opportunities to work remotely will be established by supervisors with the approval of the city administrator. The regular workweek for employees is five eight-hour days, Monday through Friday, except as otherwise approved by the city administrator in accordance with the customs and needs of the individual departments.

Core Hours

To ensure employee availability and accountability to the public the city serves, all full-time employees are to be at work or available to the public and co-workers during their department's normal hours of work, Monday through Friday, unless away from the work site for a work-related activity or on approved leave.

Adverse Weather Conditions

City facilities will generally be open during adverse weather. Due to individual circumstances, each employee will have to evaluate the weather and road conditions in deciding to report to work (or leave early). Employees will be allowed to use accrued vacation time or compensatory time, or with supervisor approval, may modify the work schedule or make other reasonable schedule adjustments.

Sworn police officers and public works maintenance employees will generally be required to report to work regardless of conditions.

Decisions to cancel departmental programs (special events, recreation programs, etc.) will be made by the respective supervisor or the city administrator.

COMPENSATION

Full-time employees of the city will be compensated according to schedules adopted by the City Council. Unless approved by the Council, employees will not receive any amount from the city in addition to the pay authorized for the positions to which they have been appointed. Expense reimbursement or travel expenses may be authorized in addition to regular pay.

Compensation for seasonal and temporary employees will be set by the City Council at the time of hire, or on an annual basis.

Under the Minnesota Wage Disclosure Protection Law, employees have the right to tell any person the amount of their own wages. While the Minnesota Government Data Practices Act (Minn. Stat. §13.43), specifically lists an employee's actual gross salary and salary range as public personnel data, Minnesota law also requires wage disclosure protection rights and remedies to be included in employer personnel handbooks. To that end, and in accordance with Minn. Stat. §181.172, employers may not:

- Require nondisclosure by an employee of his or her wages as a condition of employment.
- Require an employee to sign a waiver or other document which purports to deny an employee the right to disclose the employee's wages.
- Take any adverse employment action against an employee for disclosing the employee's own wages or discussing another employee's wages which have been disclosed voluntarily.
- Retaliate against an employee for asserting rights or remedies under Minn. Stat. §181.172, subd. 3.

The city cannot retaliate against an employee for disclosing his/her own wages. An employee's remedies under the Wage Disclosure Protection Law are to bring a civil action against the city and/or file a complaint with the Minnesota Department of Labor and Industry at (651) 284-5070 or (800) 342-5354.

Direct Deposit Paychecks

Direct Deposit

As provided for in Minnesota law, all employees are required to participate in direct deposit. Employees are responsible for notifying the city administrator of any change in status, including changes in address, phone number, names of beneficiaries, marital status, etc.

Time Reporting

Full-time, non-exempt employees are expected to work the number of hours per week as established for their position. In most cases, this will be 40 hours per workweek. They will be paid according to the time reported on their time sheets. To comply with the provisions of the federal

and state Fair Labor Standards Acts, hours worked and any leave time used by non-exempt employees are to be recorded daily and submitted to payroll by the first and sixteenth day of each month (if the first or the sixteenth day of the month falls on a weekend, the next business day is applicable). Each time reporting form must include the signature of the employee and immediate supervisor. Reporting false information on a time sheet may be cause for immediate termination.

Overtime / Compensatory Time

The City of Nashwauk has established this overtime policy to comply with applicable state and federal laws governing accrual and use of overtime.

All overtime-eligible employees will be compensated at the rate of time-and-one-half for all hours worked over 8 hours per day or 40 hours in one workweek.

PERFORMANCE REVIEWS

An objective performance review system will be established by the city administrator or designee for the purpose of periodically evaluating the performance of city employees. The quality of an employee's past performance will be considered in personnel decisions such as promotions, transfers, demotions, terminations and, where applicable, salary adjustments.

Performance reviews will be discussed with the employee. While certain components of a performance evaluation, such as disputed facts reported to be incomplete or inaccurate are challengeable using the city's grievance process, other performance evaluation data, including subjective assessments, are not. For those parts of the performance evaluation system deemed not challengeable, an employee may submit a written response, which will be attached to the performance review. Performance reviews are to be scheduled on a regular basis, at least annually. The form, with all required signatures, will be retained as part of the employee's personnel file.

During the training period, informal performance meetings should occur frequently between the supervisor and the employee. Conducting these informal performance meetings provides both the supervisor and the employee the opportunity to discuss what is expected, what is going well and not so well.

Signing of the performance review document by the employee acknowledges the review has been discussed with the supervisor and does not necessarily constitute agreement. Failure to sign the document by the employee will not delay processing.

BENEFITS

Health, Life Insurance

The city will contribute a monthly amount toward group health, long term disability, and life insurance benefits for each eligible employee and his/her dependents.

In accordance with federal health care reform laws and regulations, while avoiding penalties, the city will offer health insurance benefits to eligible employees and their dependents that work on average or are expected to work 30 or more hours per week or

the equivalent of 130 hours or more per month. The amount to be contributed and the type of coverage will be determined annually by the City Council.

Any eligible employee hired after January 1, 2013 shall pay 20% of the monthly premium for either a single or family policy, and the Employer shall pay 80% of the premium. Eligible part-time employees hired after January 1, 2013 shall pay a prorated amount based on the number of hours worked.

For information about coverage and eligibility requirements, employees should refer to the summary plan description or contact the city hall office.

Retirement/PERA

The city participates in the Public Employees Retirement Association (PERA) to provide pension benefits for its eligible employees to help plan for a successful and secure retirement. Participation in PERA is mandatory for most employees, and contributions into PERA begin immediately. The city and the employee contribute to PERA each pay period as determined by state law. Most employees are also required to contribute a portion of each pay check for Social Security and Medicare (the city matches the employee's Social Security and Medicare withholding). For information about PERA eligibility and contribution requirements, contact the city hall office.

Tuition Reimbursement

To be considered for tuition reimbursement, the employee must be in good standing and have been employed by the city for at least one year. All requests for tuition reimbursement will be considered on a case-by-case basis by the city administrator, with final approval/disapproval provided by the City Council.

Courses taken for credit at an approved educational institution must meet the following criteria to be approved for reimbursement:

- Courses must be directly related to the employee's present position (whether required for a degree program or not); OR
- Courses must be directly related to a reasonable promotional opportunity in the same field of work as present position (whether part of a degree program or not).

The city will pay the cost of tuition upon successful completion (C grade or better; "pass" in a pass/fail course) of the approved course. Reimbursements will be prorated for part-time employees. The maximum reimbursement per course will be based on an average course cost at the University of Minnesota. Employees may elect to attend a more costly school provided they pay the difference in cost. Employees must reimburse the city if they voluntarily leave employment within twelve (12) months of receiving tuition reimbursement from the city.

Tuition reimbursement for an individual employee will not exceed \$ _____ per year. Reimbursement will be considered on a case by case basis.

HOLIDAYS

The city observes the following official holidays for all regular full-time and part-time employees:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve
	Christmas Day

Official holidays commence at the beginning of the first shift of the day on which the holiday is observed and continue for twenty-four (24) hours thereafter.

When a holiday falls on a Sunday, the following Monday will be the "observed" holiday and when a holiday falls on a Saturday, the preceding Friday will be the "observed" holiday for city operations/facilities that are closed on holidays.

Full-time employees will receive pay for official holidays at their normal straight time rates. If an employee calls in sick on a scheduled day prior to the official holiday or a scheduled day following the official holiday, it may be perceived as an attempt to extend an employee's holiday weekend and will jeopardize the employee being paid for holiday pay on the official holiday. Part-time employees will receive prorated holiday pay based on the number of hours normally scheduled. Any employee on a leave of absence without pay from the city is not eligible for holiday pay.

Premium pay of 2.5 times the regular hourly wage for employees required to work on a holiday will be for hours worked on the "actual" holiday as opposed to the "observed" holiday.

Employees wanting to observe holidays other than those officially observed by the city may request either vacation leave or unpaid leave for such time off.

LEAVES OF ABSENCE

Depending upon an employee's situation, more than one form of leave may apply during the same period of time (e.g., the Family and Medical Leave Act is likely to apply during a workers' compensation absence). An employee will need to meet the requirements of each form of leave separately. Leave requests will be evaluated on a case-by-case basis.

Except as otherwise stated, all paid time off, taken under any of the city's leave programs, must be taken consecutively, with no intervening unpaid leave. The city will provide employees with time away from work as required by state or federal statutes, if there are requirements for such time off that are not described in the personnel policies.

Sick Leave

Sick leave is authorized absence from work with pay, granted to qualified full-time and part-time employees. Sick leave is a privilege, not a right. Employees are to use this paid leave only when they are unable to work for medical reasons and under the conditions explained below. Sick leave does not accrue during an unpaid leave of absence.

- Full-time employees will accumulate sick leave at a rate of one (1.25) day per month.

- Part-time employees regularly scheduled to work at least 20 hours per week will accrue sick leave on a pro-rated basis of the full time employee schedule.
- Part-time employees regularly scheduled to work fewer than 20 hours per week will not earn or accrue sick leave.
- Temporary, seasonal, and volunteer employees will not earn or accrue sick leave.
- Sick leave may be used only for days when the employee would otherwise have been at work. It cannot be used for scheduled days off.

Sick leave may be used as follows:

- When an employee is unable to perform work duties due to illness or disability (including pregnancy).
- For medical, dental or other care provider appointments.
- When an employee has been exposed to a contagious disease of such a nature that his/her presence at the work place could endanger the health of others.
- To care for the employee's injured or ill children, including stepchildren or foster children, for such reasonable periods as the employee's attendance with the child may be necessary.
- To take children, or other family members to a medical, dental or other care provider appointment.
- To care for an ill spouse, father, father-in-law, mother, mother-in-law, stepparent, grandparent, grandchild, sister or brother.
- Safety leave: Employees are authorized to use sick leave for reasonable absences for themselves or relatives (employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent) who are providing or receiving assistance because they, or a relative, is a victim of sexual assault, domestic abuse, or stalking. Safety leave for those listed, other than the employee and the employee's child, is limited to 160 hours in any 12-month period.

Pursuant to Minn. Stat. §181.9413, eligible employees may use up to 160 hours of sick leave in any 12-month period for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, stepparent, parent-in-law (mother-in-law and father-in-law), and grandchild (includes step-grandchild, biological, adopted, or foster grandchild).

Note: The City of Nashwauk defines its 12 month FMLA period as a rolling 12 month period.

To be eligible for sick leave pay, the employee will:

- Communicate with his/her immediate supervisor, as soon as possible after the scheduled start of the work day, for each and every day absent;
- Keep his/her immediate supervisor informed of the status of the illness/injury or the condition of the ill family member;
- Submit a physician's statement upon request.

After an absence, a physician's statement may be required on the employee's first day back to work, indicating the nature of the illness or medical condition and attesting to the employee's

ability to return to work and safely perform the essential functions of the job with or without reasonable accommodation.

Any work restrictions must be stated clearly on the return-to-work form. Employees who have been asked to provide such a statement may not be allowed to return to work until they comply with this provision. Sick leave may be denied for any employee required to provide a doctor's statement until such a statement is provided.

The city has the right to obtain a second medical opinion to determine the validity of an employee's workers' compensation or sick leave claim, or to obtain information related to restrictions or an employee's ability to work. The city will arrange and pay for an appropriate medical evaluation when it is required by the city.

Any employee who makes a false claim for sick leave will be subject to discipline up to and including termination.

Employees must normally use sick leave prior to using paid vacation, or compensatory time and prior to an unpaid leave of absence during a medical leave, except where Parenting Leave under Minnesota law and the medical leave overlap.

Sick leave will normally not be approved after an employee gives notice that he or she will be terminating employment. Exceptions must be approved by the city administrator.

Sick leave cannot be transferred from one employee to another. Earned sick leave has no cash value upon termination or retirement. There is no maximum accumulation for sick leave.

Vacation Leave

Vacation Leave Schedule

Years of Continuous Service	Weeks of Vacation With Pay
After 1 Year	1 Week
After 2 Years	2 Weeks
After 5 Years	3 Weeks
After 10 Years	4 Weeks
After 15 Years	5 Weeks
After 20 Years	6 Weeks

Eligibility

Full-time employees will earn vacation leave in accordance with the above schedule, or according to their collective bargaining agreement.

Part-time employees who work at least 30 hours per week on a regular basis will accrue vacation leave on a prorated basis of the full-time employee schedule.

Part-time employees and who work less than 30 hours per week on a regular basis, temporary and seasonal employees will not earn or accrue vacation leave.

Volunteer, temporary, and seasonal employees are not eligible and will not earn or accrue vacation leave.

Accrual Rate

For the purpose of determining an employee's vacation accrual rate, years of service will include all continuous time that the employee has worked at the city (including authorized unpaid leave). Employees who are rehired after terminating city employment will not receive credit for their prior service unless specifically negotiated at the time of hire.

Earnings and Use

After one year of service, vacation leave may be used as it is earned, subject to approval by the employee's supervisor.

An employee will not earn any vacation leave for any pay period unless he/she is employed by the city on the last scheduled work day of the pay period. Requests for vacation must be received at least forty-eight (48) hours in advance of the requested time off. This notice may be waived at the discretion of the supervisor and city administrator. Vacation can be requested in increments of four hours up to the total amount of the accrued leave balance. Vacation leave is to be used only by the employee who accumulated it. It cannot be transferred to another employee.

Funeral Leave

Employees will be permitted to use up to three (3) consecutive working days, with pay, as funeral leave upon the death of an immediate family member. This paid leave will not be deducted from the employee's vacation or sick leave balance. Immediate family shall be defined as parent, brother, sister, children and grandparents of either the employee or his/her spouse.

The actual amount of time off, and funeral leave approved, will be determined by the supervisor or city administrator depending on individual circumstances (such as the closeness of the relative, arrangements to be made, distance to the funeral, etc.).

Military Leave

State and federal laws provide protections and benefits to city employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service not exceeding a total of 15 days in any calendar year.

The leave of absence is only in the event the employee returns to employment with the city as required upon being relieved from service, or is prevented from returning by physical or mental disability or other cause not the fault of the employee, or is required by the proper authority to continue in military or naval service beyond the fifteen (15) day paid leave of absence. Employees

on extended unpaid military leave will receive fifteen (15) days paid leave of absence in each calendar year, not to exceed five years.

Where possible, notice is to be provided to the city at least ten (10) working days in advance of the requested leave. If an employee has not yet used his/her fifteen (15) days of paid leave when called to active duty, any unused paid time will be allowed for the active duty time, prior to the unpaid leave of absence.

Employees returning from military service will be reemployed in the job that they would have attained had they not been absent for military service and with the same seniority, status and pay, as well as other rights and benefits determined by seniority. Unpaid military leave will be considered hours worked for the purpose of vacation leave and sick leave accruals.

Eligibility for continuation of insurance coverage for employees on military leave beyond fifteen (15) days will follow the same procedures as for any employee on an unpaid leave of absence.

Jury Duty

Regular full-time and part-time employees will be granted unpaid leaves of absence for required jury duty.

Employees excused or released from jury duty during their regular working hours will report to their regular work duties as soon as reasonably possible or will take accrued vacation or compensatory time to make up the difference.

Employees are required to notify their supervisor as soon as possible after receiving notice to report for jury duty.

Court Appearances

Employees will be paid their regular wage to testify in court for city-related business. Any compensation received for court appearances (e.g. subpoena fees) arising out of or in connection with city employment, minus mileage reimbursement, must be turned over to the city.

Victim or Witness Leave

An employer must allow a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony, or is the spouse or immediate family member (immediate family member includes parent, spouse, child or sibling of the employee) of such victim, reasonable time off from work to attend criminal proceedings related to the victim's case.

Job Related Injury or Illness

All employees are required to report any job-related illnesses or injuries to their supervisor immediately (no matter how minor). If a supervisor is not available and the nature of injury or illness requires immediate treatment, the employee is to go to the nearest available medical facility

for treatment and, as soon as possible, notify his/her supervisor of the action taken. In the case of a serious emergency, 911 should be called.

If the injury is not of an emergency nature, but requires medical attention, the employee will report it to the supervisor and make arrangements for a medical appointment.

Workers' compensation benefits and procedures to return to work will be applied according to applicable state and federal laws.

Pregnancy and Parenting Leave

Employees who work twenty (20) hours or more per week and have been employed more than one year are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child as eligible for up to 12 weeks of unpaid leave and must begin within twelve (12) months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. Employee should provide reasonable notice, which is at least 30 days. If the leave must be taken in less than three days, the employee should give as much notice as practicable.

Employees are required to use accrued leave (i.e., sick leave, vacation leave, etc.) during Parenting Leave. If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently. The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the entire premium unless otherwise provided in this policy (i.e., where leave is also FMLA qualifying). For employees on an FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA leave absence.

Administrative Leave

Under special circumstances, an employee may be placed on an administrative leave pending the outcome of an internal or external investigation. The leave may be paid or unpaid, depending on the circumstances, as determined by the city administrator with the approval of the City Council.

Adoptive Parents

Adoptive parents will be given the same opportunities for leave as biological parents (see provisions for Parenting Leave). The leave must be for the purpose of arranging the child's placement or caring for the child after placement. Such leave must begin before or at the time of the child's placement in the adoptive home.

School Conference Leave

Any employee may take unpaid leave for up to a total of sixteen (16) hours during any 12-month period to attend school conferences or classroom activities related to the employee's child (under

18 or under 20 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the city. Employees may choose to use vacation leave hours for this absence, but are not required to do so.

Bone Marrow Donation Leave

Employees working an average of 20 or more hours per week may take paid leave, not to exceed 40 hours unless agreed to by the city, to undergo medical procedures to donate bone marrow. The city may require a physician's verification of the purpose and length of the leave requested to donate bone marrow. If there is a medical determination that the employee does not qualify as a bone marrow donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.

Elections / Voting

An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off without pay for purposes of serving as an election judge, provided that the employee gives the city at least ten (10) days written notice.

All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote on the election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues.

Regular Leave without Pay

The city administrator may authorize leave without pay for up to thirty (30) days. Leave without pay for greater periods may be granted by the City Council to a maximum of one (1) year.

Normally employee benefits will not be earned by an employee while on leave without pay. However, the city's contribution toward health, dental and life insurance may be continued, if approved by the City Council, for leaves of up to ninety (90) days when the leave is for medical reasons and FMLA has been exhausted.

If an employee is on a regular leave without pay and is not working any hours, the employee will not accrue (or be paid for) holidays, or sick leave. Employees who are working reduced hours while on this type of leave will receive holiday pay on a prorated basis and will accrue sick leave based on actual hours worked.

Leave without pay hours will not count toward seniority and all accrued vacation leave and compensatory time must normally be used before an unpaid leave of absence will be approved.

To qualify for leave without pay, an employee need not have used all sick leave earned unless the leave is for medical reasons. (An employee absent for Parenting Leave is not required to use sick

leave). Leave without pay for purposes other than medical leave or work-related injuries will be at the convenience of the city.

Employees returning from a leave without pay for a reason other than a qualified Parenting Leave or FMLA, will be guaranteed return to the original position only for absences of thirty (30) calendar days or less.

Employees receiving leave without pay in excess of thirty (30) calendar days, for reasons other than qualified Parenting Leave or FMLA, are not guaranteed return to their original position. If their original position or a position of similar or lesser status is available, it may be offered at the discretion of the city administrator subject to approval of the City Council.

Note: The Family and Medical Leave Act (29 CFR Part 825) provides certain employees with up to 12 workweeks of unpaid, job-protected leave a year, and requires group health benefits to be maintained during the leave as if employees continued to work instead of taking leave.

The FMLA applies to all public agencies, including state, local and federal employers, and local education agencies (schools). To be eligible for FMLA leave, an employee must work for a covered employer and:

- have worked for that employer for at least 12 months; and
- have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave; and
- work at a location where at least 50 employees are employed at the location or within 75 miles of the location.

Given the employee eligibility requirements, even though all cities are covered by the FMLA, only employees in cities with more than 50 employees have the potential to qualify for FMLA protected leave. Thus, only cities with 50 or more employees generally include an FMLA policy in their personnel policies.

Family and Medical Leave

Refer to the League of Minnesota's model [FMLA policy](#) for language. A copy will also be available at the City Clerk's Office.

Reasonable Unpaid Work Time for Nursing Mothers

Nursing mothers will be provided reasonable unpaid break time for nursing mothers to express milk for nursing her child for one year after the child's birth. The city will provide a room (other than a bathroom) as close as possible to the employee's work area, that is shielded from view and free from intrusion from coworkers and the public and includes access to an electrical outlet, where the nursing mother can express milk in private.

Light Duty/Modified Duty Assignment

This policy is to establish guidelines for temporary assignment of work to temporarily disabled employees who are medically unable to perform their regular work duties. Light duty is evaluated by the city administrator on a case-by-case basis. This policy does not guarantee assignment to light duty.

Such assignments are for short-term, temporary disability-type purposes; assignment of light duty is at the discretion of the city administrator. The city administrator reserves the right to determine when and if light duty work will be assigned.

When an employee is unable to perform the essential requirements of his/her job due to a temporary disability, he/she will notify the supervisor in writing as to the nature and extent of the disability and the reason why he/she is unable to perform the essential functions, duties, and requirements of the position. This notice **must** be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability. The notice must include the expected time frame regarding return to work with no restrictions, meeting all essential requirements and functions of the city's job description along with a written request for light duty. Upon receipt of the written request, the supervisor is to forward a copy of the report to the city administrator.

The city may require a medical exam conducted by a physician selected by the city to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions.

It is at the discretion of the city administrator whether or not to assign light duty work to the employee. Although this policy is handled on a case-by-case basis, light duty will not generally be approved beyond six months.

If the city offers a light duty assignment to an employee who is out on workers' compensation leave, the employee may be subject to penalties if he/she refuses such work. The city will not, however, require an employee who is otherwise qualified for protection under the Family and Medical Leave Act to accept a light duty assignment.

The circumstances of each disabled employee performing light duty work will be reviewed regularly. Any light duty/modified work assignment may be discontinued at any time.

Reasonable Accommodations to an Employee for Health Conditions Relating to Pregnancy

The city will attempt to provide a female employee who requests reasonable accommodation with the following for her health conditions related to her pregnancy or childbirth:

- More frequent restroom, food, and water breaks;
- Seating;
- Limits on lifting over 20 pounds; and/or
- Temporary transfer to a less strenuous or hazardous position, should one be available.

Unless such accommodations impose an undue hardship on the city, the city will engage in an interactive process with respect to an employee's request for a reasonable accommodation.

SEXUAL HARASSMENT PREVENTION

General

The City of Nashwauk is committed to creating and maintaining a work place free of harassment and discrimination. Such harassment is a violation of Title VII of the Civil Rights Act of 1964 and the Minnesota Human Rights Act.

In keeping with this commitment, the city maintains a strict policy prohibiting unlawful harassment, including sexual harassment. This policy prohibits harassment in any form, including verbal and physical harassment.

This policy statement is intended to make all employees sensitive to the matter of sexual harassment, to express the city's strong disapproval of unlawful sexual harassment, to advise employees against this behavior and to inform them of their rights and obligations. The most effective way to address any sexual harassment issue is to bring it to the attention of management.

Definitions

To provide employees with a better understanding of what constitutes sexual harassment, the definition, based on Minnesota Statute § 363.01, subdivision 41, is provided: sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when:

- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
- Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of inappropriate conduct include but are not limited to: unwanted physical contact; unwelcome sexual jokes or comments; sexually explicit posters or pinups; repeated and unwelcome requests for dates or sexual favors; sexual gestures or any indication, expressed or implied, that job security or any other condition of employment depends on submission to or rejection of unwelcome sexual requests or behavior. In summary, sexual harassment is the unwanted, unwelcome and repeated action of an individual against another individual, using sexual overtones as a means of creating stress.

Expectations

The City of Nashwauk recognizes the need to educate its employees on the subject of sexual harassment and stands committed to providing information and training.

All employees are expected to treat each other and the general public with respect and to assist in fostering an environment that is free from unwanted harassment. Violations of this policy may

result in discipline, including possible termination. Each situation will be evaluated on a case-by-case basis.

Employees who feel that they have been victims of sexual harassment, or employees who are aware of such harassment, should immediately report their concerns to any of the following:

1. Immediate supervisor;
2. City administrator;
3. Mayor or city councilmember.

In addition to notifying one of the above persons and stating the nature of the harassment, the employee is also encouraged to take the following steps:

1. Make it clear to the harasser that the conduct is unwelcome and document that conversation.
2. Document the occurrences of harassment.
3. Submit the documented complaints to your supervisor, city administrator, mayor, or any member of the City Council. Employees are strongly encouraged to put the complaint in writing.
4. Document any further harassment or reprisals that occur after the initial complaint is made.

The city urges that conduct which is viewed as offensive be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate. Management has the obligation to provide an environment free of sexual harassment. The city is obligated to prevent and correct unlawful harassment in a manner which does not abridge the rights of the accused. To accomplish this task, the cooperation of all employees is required.

The city will take action to correct any and all reported harassment to the extent evidence is available to verify the alleged harassment and any related retaliation. All allegations will be investigated. Strict confidentiality is not possible in all cases of sexual harassment as the accused has the right to answer charges made against them; particularly if discipline is a possible outcome. Reasonable efforts will be made to respect the confidentiality of the individuals involved, to the extent possible.

Any employee who makes a false complaint or provides false information during an investigation may be subject to disciplinary action, up to and including termination.

Retaliation

The City of Nashwauk will not tolerate retaliation or intimidation directed towards anyone who makes a complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment. Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action up to and including termination.

RESPECTFUL WORKPLACE POLICY (includes sexual harassment prevention)

The intent of this policy is to provide general guidelines about the conduct that is and is not appropriate in the workplace. The city acknowledges that this policy cannot possibly predict all

situations that might arise, and also recognizes that some employees are exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

Applicability

Maintaining a respectful work environment is a shared responsibility. This policy is applicable to all city personnel including regular and temporary employees, volunteers, firefighters, and City Council members.

Abusive Customer Behavior

While the city has a strong commitment to customer service, the city does not expect that employees accept verbal abuse from any customer. An employee may request that a supervisor intervene when a customer is abusive, or they may defuse the situation themselves, including ending the contact.

If there is a concern over the possibility of physical violence, a supervisor should be contacted immediately. When extreme conditions dictate, 911 may be called. Employees should leave the area immediately when violence is imminent unless their duties require them to remain. Employees must notify their supervisor about the incident as soon as possible.

Types of Disrespectful Behavior

The following types of behaviors cause a disruption in the workplace and are, in many instances, unlawful:

Violent behavior:

includes the use of physical force, harassment, bullying or intimidation.

Discriminatory behavior:

includes inappropriate remarks about or conduct related to a person's race, color, creed, religion, national origin, disability, sex, marital status, age, sexual orientation, gender identity, or gender expression, familial status, or status with regard to public assistance.

Offensive behavior:

may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disparaging language, or any other behavior regarded as offensive to a reasonable person based upon violent or discriminatory behavior as listed above. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, taking into account the sensibilities of employees and the possibility of public reaction.

Although the standard for how employees treat each other and the general public will be the same throughout the city, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the city administrator.

Employee Response to Disrespectful Workplace Behavior

Employees who believe that disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. However, if the allegations involve violent behavior, sexual harassment, or discriminatory behavior, then the employee is responsible for taking one of the actions below. If employees see or overhear a violation of this policy, they are encouraged to follow the steps below.

Step 1(a). Politely, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions. Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

Step 1(b). If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor or city administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter no later than ten business days after your report.

Step 1(c). In the case of violent behavior, all employees are required to report the incident immediately to their supervisor, city administrator, or Police Department. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it within two business days to a supervisor or the city administrator.

Step 2. If, after what is considered to be a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to the city administrator or the mayor.

Supervisor's Response to Allegations of Disrespectful Workplace Behavior

Employees who have a complaint of disrespectful workplace behavior will be taken seriously. In the case of sexual harassment or discriminatory behavior, a supervisor must report the allegations within two business days to the city administrator, who will determine whether an investigation is warranted. A supervisor must act upon such a report even if requested otherwise by the victim. In situations other than sexual harassment and discriminatory behavior, supervisors will use the following guidelines when an allegation is reported:

Step 1. If the nature of the allegations and the wishes of the victim warrant a simple intervention, the supervisor may choose to handle the matter informally. The supervisor may conduct a coaching session with the offender, explaining the impact of his/her actions and requiring that the conduct not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful.

Step 2. If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. The person being interviewed may have someone of his/her own choosing present during the interview. The investigator will obtain the following description of the incident, including date, time and place:

- Corroborating evidence.
- A list of witnesses.
- Identification of the offender.

Step 3. The supervisor must notify the city administrator about the allegations.

Step 4. As soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations. The alleged violator will have the opportunity to answer questions and respond to the allegations.

Step 5. After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether or not disciplinary action will be taken.

Step 6. The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable.

Special Reporting Requirements

When the supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the city administrator who will assume the responsibility for investigation and discipline.

If the city administrator is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the city attorney who will confer with the mayor and City Council regarding appropriate investigation and action.

If a councilmember is perceived to be the cause of a disrespectful workplace behavior incident involving city personnel, the report will be made to the city administrator and referred to the city attorney who will undertake the necessary investigation. The city attorney will report his/her findings to the City Council, which will take the action it deems appropriate.

Pending completion of the investigation, the city administrator may at his/her discretion take appropriate action to protect the alleged victim, other employees, or citizens.

Confidentiality

A person reporting or witnessing a violation of this policy cannot be guaranteed anonymity. The person's name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees' personnel files. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

Retaliation

Consistent with the terms of applicable statutes and city personnel policies, the city may discipline any individual who retaliates against any person who reports alleged violations of this policy. The city may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

SEPARATION FROM SERVICE

Resignations

Employees wishing to leave the city service in good standing must provide a written resignation notice to their supervisor, at least ten (10) working days before leaving.

Unauthorized absences from work for a period of three consecutive work days may be considered as resignation without proper notice.

Upon resignation, the employee may not use their annual vacation or sick leave days. An employee must be at work and working on their final days.

Failure to comply with this procedure may be cause for denying the employee's severance pay and any future employment with the city. Severance pay guidelines can be found in the collective bargaining agreements of Union employees.

DISCIPLINE

General Policy

Supervisors are responsible for maintaining compliance with city standards of employee conduct. The objective of this policy is to establish a standard disciplinary process for employees of the City of Nashwauk. City employees will be subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including observance of work rules and standards of conduct and applicable city policies.

Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a remedy through the grievance procedures established in the city's personnel policies. The supervisor and/or the city administrator will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

No Contract Language Established

This policy is not to be construed as contractual terms and is intended to serve only as a guide for employment discipline. Any current union agreement supersedes this personnel policy.

Process

The city may elect to use progressive discipline, a system of escalating responses intended to correct the negative behavior rather than to punish the employee. There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate. Nothing in these personnel policies implies that any city employee has a contractual right or guarantee (also known as a property right) to the job he/she performs.

Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee.

The following are descriptions of the types of disciplinary actions:

Oral Reprimand

This measure will be used where informal discussions with the employee's supervisor have not resolved the matter. All supervisors have the ability to issue oral reprimands without prior approval.

Oral reprimands are normally given for first infractions on minor offenses to clarify expectations and put the employee on notice that the performance or behavior needs to change, and what the

change must be. The supervisor will document the oral reprimand including date(s) and a summary of discussion and corrective action needed.

Written Reprimand

A written reprimand is more serious and may follow an oral reprimand when the problem is not corrected or the behavior has not consistently improved in a reasonable period of time. Serious infractions may require skipping either the oral or written reprimand, or both. Written reprimands are issued by the supervisor with prior approval from the city administrator.

A written reprimand will: (1) state what did happen; (2) state what should have happened; (3) identify the policy, directive or performance expectation that was not followed; (4) provide history, if any, on the issue; (5) state goals, including timetables, and expectations for the future; and (6) indicate consequences of recurrence.

Employees will be given a copy of the reprimand to sign acknowledging its receipt. Employees' signatures do not mean the employee agrees with the reprimand. Written reprimands will be placed in the employee's personnel file.

Suspension With or Without Pay

The city administrator may suspend an employee without pay for disciplinary reasons. Suspension without pay may be followed with immediate dismissal as deemed appropriate by the City Council, except in the case of veterans. Qualified veterans will not be suspended without pay in conjunction with a termination.

The employee will be notified in writing of the reason for the suspension either prior to the suspension or shortly thereafter. A copy of the letter of suspension will be placed in the employee's personnel file.

An employee may be suspended or placed on involuntary leave of absence pending an investigation of an allegation involving that employee. The leave may be with or without pay depending on a number of factors including the nature of the allegations. If the allegation is proven false after the investigation, the relevant written documents will be removed from the employee's personnel file and the employee will receive any compensation and benefits due had the suspension not taken place.

Demotion and/or Transfer

An employee may be demoted or transferred if attempts at resolving an issue have failed and the city administrator determines a demotion or transfer to be the best solution to the problem. The employee must be qualified for the position to which they are being demoted or transferred. The City Council must approve this action.

Dismissal

The city administrator, with the approval of the City Council, may dismiss an employee for substandard work performance, serious misconduct, or behavior not in keeping with city standards.

If the disciplinary action involves the removal of a qualified veteran, the appropriate hearing notice will be provided and all rights will be afforded the veteran in accordance with Minnesota law.

GRIEVANCE PROCEDURE

Any dispute between an employee and the city relative to the application, meaning or interpretation of these personnel policies will be settled in the following manner:

Step 1: The employee must present the grievance in writing, stating the nature of the grievance, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated and the remedy requested, to the proper supervisor within twenty-one (21) days after the alleged violation or dispute has occurred. The supervisor will respond to the employee in writing within seven (7) calendar days.

Step 2: If the grievance has not been settled in accordance with Step 1, it must be presented in writing, stating the nature of the grievance, the facts on which it is based, the provision or provisions of the Personnel Policies allegedly violated, and the remedy requested, by the employee to the city administrator within seven (7) days after the supervisor's response is due. The city administrator or his/her designee will respond to the employee in writing within seven (7) calendar days. The decision of the city administrator is final for all disputes with exception of those specific components in a performance evaluation subject to a challenge through the Minnesota Department of Administration.

Waiver

If a grievance is not presented within the time limits set forth above, it will be considered "waived." If a grievance is not appealed to the next step in the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the city's last answer. If the city does not answer a grievance or an appeal within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the city and the employee without prejudice to either party.

The following actions are not grievable:

1. While certain components of a performance evaluation, such as disputed facts reported to be incomplete or inaccurate are challengeable, other performance evaluation data, including subjective assessments, are not.
2. Pay increases or lack thereof; and
3. Merit pay awards.

The above list is not meant to be all inclusive or exhaustive.

EMPLOYEE EDUCATION & TRAINING

The city promotes staff development as an essential, ongoing function needed to maintain and improve cost effective quality service to residents. The purposes for staff development are to ensure that employees develop and maintain the knowledge and skills necessary for effective job performance and to provide employees with an opportunity for job enrichment and mobility.

Policy

The city will pay for the costs of an employee's participation in training and attendance at professional conferences, provided that attendance is approved in advance under the following criteria and procedures:

Job-Related Training & Conferences

The subject matter of the training session or conference is directly job-related and relevant to the performance of the employee's work responsibilities. Responsibilities outlined in the job description, annual work program requirements and training goals and objectives that have been developed for the employee will be considered in determining if the request is job-related.

The supervisor and the city administrator are responsible for determining job-relatedness and approving or disapproving training and conference attendance.

Request for Participation in Training & Conferences

The request for participation in a training session or conference must be submitted in writing to the employee's supervisor on the appropriate form. All requests must include an estimate of the total cost (training session, travel, lodging, meals, etc.) and a statement of how the education or training is related to the performance of the employee's work responsibilities with the city.

Documentation approving conference or training attendance will be provided to the employee with a copy placed in the employee's personnel file.

Out of State Travel

Attendance at training or conferences out of state is approved only if the training or conference is not available locally. All requests for out of state travel are reviewed for approval/disapproval by the City Council.

Compensation for Travel & Training Time

Time spent traveling to and from, as well as time spent attending a training session or conference, will be compensated in accordance with the federal Fair Labor Standards Act.

Travel and other related training expenses will be reimbursed subject to the employee providing necessary receipts and appropriate documentation.

Travel & Meal Allowance

(Per approved policy 3-25-02)

The Nashwauk City Council must pre-approve the travel to a seminar, meeting, class, etc., before any of the following reimbursements will be made.

An itemized travel expense form must be properly filled out and all receipts pertaining to travel must be attached before any reimbursement will be made.

SPECIAL MEETINGS per DIEM: For mayor and council members only.

The City Council must approve the council or mayor to attend a special meeting in order to get reimbursed for any special meeting. The reimbursement is \$25.00 per meeting up to \$250.00 per year.

SEMINARS: The seminar information must be submitted to the city clerk's office one week prior to the city council meeting for approval of the City Council for the employee to attend. The registration and payment for the seminar will be made by the city clerk's office after Council approval.

MILEAGE: Out of town mileage for use of a personal vehicle will be reimbursed at the current IRS rate based on a statement from the employee as to the number of miles driven. Other expenses such as transportation, parking fee, etc. are eligible for reimbursement only if properly accounted for.

MEALS: Reimbursement will be made for the actual cost of the meals including the tip up to \$33.00 per day. Itemized receipts are required for all meals incurred as a city expense. Reimbursement for meal expenses incurred at or near the beginning or end or required travel will not be made, unless start or end times of travel require the employee to be traveling during the time of a normal meal period. Reimbursement will not be made for meals when they are provided with a conference or seminar. No reimbursement will be made for meals within the city limits. No reimbursement will be made for any purchase of alcoholic beverages or other personal expenses. Meal tips are included in the meal price allowed and must be itemized on the restaurant receipt as well as the date, the name of the restaurant and the number of people served.

LODGING: The room reservation will be made and prepaid in advance of any seminar by the city clerk's office, with the prior approval of the City Council for that individual attending. The room will be reserved under a single occupancy room rate, and may be upgraded at the attendee's expense. If the person needs to stay an additional evening because of inclement weather or an unforeseen emergency, they will be reimbursed for the extra lodging. The city will not reimburse for movies or other personal expenses. Telephone expenses will be permitted only when necessary for City purposes and fully accounted for in the expense report.

EXPENSE RECORD: An expense record form, available at the city clerk's office, must be properly filled out, including all receipts for incurred expenses and can be submitted to the city clerk's office for reimbursement within five business days after travel.

Transfer Ambulance Meal Policy

(Per policy approved 7-1-14)

- The maximum amount allowed for partial day travel shall be \$10 breakfast (1:01 a.m. – 11 a.m.), \$15 lunch (11:01 a.m. – 3:59 p.m.), \$20 dinner (4:00 p.m. – 1:00 a.m.). A reasonable gratuity (up to 20%) is allowed and can be added to the bill.
- No liquor can be charged to the bill.

- Charges must be accompanied with an **ITEMIZED RECEIPT**. This means that the receipt must show what was purchased, number of people. **Please check your receipts for itemization before you leave the restaurant.** If your receipt is not itemized, please ask for one. If an itemized receipt is not submitted with the transfer paperwork, the amount of the meal will be payroll deducted on the next payroll check from the employees that signed the receipt.
- Employees should submit their charges with the transfer run slip within 5 days of the transfer.

DRUG FREE WORKPLACE

In accordance with federal law, the City of Nashwauk has adopted the following policy on drugs in the workplace:

- A. Employees are expected and required to report to work on time and in appropriate mental and physical condition. It is the city's intent and obligation to provide a drug-free, safe and secure work environment.
- B. The unlawful manufacture, distribution, possession, or use of a controlled substance on city property or while conducting city business is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.
- C. The city recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use their health insurance plans, as appropriate.
- D. Employees must, as a condition of employment, abide by the terms of this policy and must report any conviction under a criminal drug statute for violations occurring on or off work premises while conducting city business. A report of the conviction must be made within five (5) days after the conviction as required by the Drug-Free Workplace Act of 1988.

Please refer to the City of Nashwauk's Transportation Employee Drug and Alcohol Policy for further guidelines, which is available for review at the City Hall Office.

Also, some employees are subject to drug and alcohol testing under the Minnesota Municipal Utilities Association Drug and Alcohol Testing Consortium. A copy of the complete policy is available for review at the City Hall Office.

Fire Department and Ambulance Personnel are also subject to the Implement Alcohol Use Policy. A copy of the policy is available at the City Hall Office or by request to the appropriate department head.

CITY DRIVING POLICY

This policy applies to all employees who drive a vehicle on city business at least once per month, whether driving a city-owned vehicle or their own personal vehicle. It also applies to employees who drive less frequently but whose ability to drive is essential to their job due to the emergency

nature of the job. The city expects all employees who are required to drive as part of their job to drive safely and legally while on city business and to maintain a good driving record.

The city will examine driving records once per year for all employees who are covered by this policy to determine compliance with this policy. Employees who lose their driver's license or receive restrictions on their license are required to notify their immediate supervisor on the first work day after any temporary, pending or permanent action is taken on their license and to keep their supervisor informed of any changes thereafter.

The city will determine appropriate action on a case-by-case basis.

CELLULAR PHONE USE

This policy is intended to define acceptable and unacceptable uses of city issued cellular telephones. Its application is to insure cellular phone usage is consistent with the best interests of the city without unnecessary restriction of employees in the conduct of their duties. This policy will be implemented to prevent the improper use or abuse of cellular phones and to ensure that city employees exercise the highest standards of propriety in their use.

General Policy

Cellular telephones are intended for the use of city employees in the conduct of their work for the city.

Supervisors are responsible for the cellular telephones assigned to their employees and will exercise discretion in their use. Nothing in this policy will limit supervisor discretion to allow reasonable and prudent personal use of such telephones or equipment provided that:

- Its use in no way limits the conduct of work of the employee or other employees.
- No personal profit is gained or outside employment is served.

Regardless of who pays the bill, cell phone records about city business are subject to the Minnesota Government Data Practices Act. What this means is that if a request were received, the city would be under the obligation to determine what information is public data and what information is private data and would need access to the employee's phone records and possibly the phone itself in order to provide the data that is being requested. Therefore, the best practice is to limit usage of personal cell phones for city business to that which is truly necessary or be prepared to produce your cell phone and the associated records if needed.

An employee will not be reimbursed for business-related calls without prior authorization from his/her supervisor. Supervisors may also prohibit employees from carrying their own personal cell phones during working hours if it interferes with the performance of their job duties.

Use of public resources by city employees for personal gain and/or private use including, but not limited to, outside employment or political campaign purposes, is prohibited and subject to disciplinary action which may include termination and/or criminal prosecution, depending on the circumstances. Incidental and occasional personal use may be permitted with the consent of the supervisor.

Personal calls will be made or received only when absolutely necessary. Such calls must not interfere with working operations and are to be completed as quickly as possible. In cases where the city does not regard accounting for personal calls to be unreasonable or administratively impractical due to the minimal cost involved, personal calls made by employees on a city-provided cellular phone must be paid for by the employee through reimbursement to the city based on actual cost listed on the city's phone bill.

Procedures

It is the objective of the City of Nashwauk to prevent and correct any abuse or misuse of cellular telephones through the application of this policy. Employees who abuse or misuse such telephones may be subject to disciplinary action.

Responsibility

The city administrator, or designee, will have primary responsibility for implementation and coordination of this policy. All supervisors will be responsible for enforcement within their departments.

SAFETY

The health and safety of each employee of the city and the prevention of occupational injuries and illnesses are of primary importance to the city. To the greatest degree possible, management will maintain an environment free from unnecessary hazards and will establish safety policies and procedures for each department. Adherence to these policies is the responsibility of each employee. Overall administration of this policy is the responsibility of each supervisor.

Reporting Accidents and Illnesses

Both Minnesota workers' compensation laws and the state and federal Occupational Safety and Health Acts require that all on the job injuries and illnesses be reported as soon as possible by the employee, or on behalf of the injured or ill employee, to his/her supervisor. The employee's immediate supervisor is required to complete a First Report of Injury and any other forms that may be necessary related to an injury or illness on the job.

Safety Equipment/Gear

Where safety equipment is required by federal, state, or local rules and regulations, it is a condition of employment that such equipment be worn by the employee.

Unsafe Behavior

Supervisors are authorized to send an employee home immediately when the employee's behavior violates the city's personnel policies, department policies, or creates a potential health or safety issue for the employee or others.

Access to Gender-Segregated Activities and Areas

With respect to all restrooms, locker rooms or changing facilities, employees will have access to facilities that correspond to their affirmed gender identity, regardless of their sex at birth. The city

maintains separate restroom and/or changing facilities for male and female employees and allows employees to access them based on their gender identity.

In any gender-segregated facility, any employee who is uncomfortable using a shared facility, regardless of the reason, will, upon the employee's request, be provided with an appropriate alternative. This may include, for example, addition of a privacy partition or curtain, provision to use a nearby private restroom or office, or a separate changing schedule. However, the city will not require a transgender or gender diverse employee to use a separate, nonintegrated space, unless requested by the transgender or gender diverse employee, because it may publicly identify or marginalize the employee as transgender.

Under no circumstances may employees be required to use sex-segregated facilities that are inconsistent with their gender identity.

OTHER POLICIES

Certain departments have policies that are only relevant to their respective department. The following policies are applicable to their respective departments and a copy of each can be requested from the City Hall Office or the appropriate department head.

Nashwauk Police Department Policies and Procedures Handbook

Nashwauk Police Department Post Board Mandated Policies and Procedures Handbook

Nashwauk Ambulance Service Policy Handbook

DEED COVENANTS, RESTRICTIONS AND CONDITIONS

SUBJECT FURTHER to the following expressed conditions, restrictions, and covenants upon which this deed is expressly made and accepted, which conditions, restrictions, and covenants are part of the consideration for this conveyance, to-wit:

PART 1. PREAMBLE AND PURPOSE:

The following protective covenants, restrictions, and conditions are hereby agreed to and accepted for the purpose of protecting the purchasers and properties lying in the Plat of River Creek located in St. Louis County, Minnesota. For brevity such conditions, restrictions, and covenants are hereinafter referred to as covenants.

PART 2. LAND USE:

No lot shall be used except for residential purposes. The covenants as set forth herein shall apply to all lots within the Plat.

PART 3. IMPROVEMENTS AND STRUCTURES:

Improvements shall consist of only new construction, single-family homes, with no single stand or doublewide manufactured home units. The minimum square feet shall be 1150 square feet for a rambler or split-level and 1400 square feet for a one-and-a-half story or 2 story, defined as full levels above ground. Exteriors shall be natural wood stained or earth-toned and consist of steel, brick, vinyl, stucco, stone or cedar with no hardboard, pressed wood or plywood type siding. Only one garage allowed per lot, a minimum of two stalls and 575 square feet, stick-built construction with exterior to match home. No pole buildings or buildings with metal sheeting for exterior siding. Only one storage or accessory building per lot, single story, maximum of 144 square feet, finished

exterior to match home. Landscaping and exterior finishing must be completed within 12 months of the start of construction. Driveways must be brick paved or concrete.

PART 4. BUILDING LOCATION:

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines as set forth herein. In any event no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than twenty-five (25) feet to any side street line. No building shall be located nearer than five (5) feet to an interior lot line or nearer than twenty (20) feet to the rear lot line, except that a detached accessory building may be placed five (5) feet from a side lot line and five (5) feet from a rear lot line, and further except that with regard to lots abutting the unnamed tributary river running through the plat the set-back from the ordinary high water level (OHWL) shall be at least 50 feet. For the purposes of this covenant eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot.

PART 5. EASEMENTS:

Easements, if any, for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The easement area of each lot shall be maintained continuously by the owner of the lot, except any improvements for which a public authority or utility company is responsible. Notwithstanding any other provision in these Covenants, Restrictions and Conditions, no building shall be located within any easement in the plat, nor shall any trees, shrubs or other material be placed or permitted

within any easement in the plat, nor shall the flow of drainage channels be obstructed or retarded within any easement in the plat.

PART 6. NUISANCES:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

PART 7. TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

PART 8. FENCING:

Fencing may be installed on a unit as follows:

- a. A fence to a maximum of 6 feet high may be constructed within the boundaries of any unit.
- b. All construction of fences may comply with the City of Hibbing Zoning Ordinances and be of wood or vinyl and earth-toned.

PART 9. SATELLITE DISHES:

No satellite dishes larger than 24 inches in diameter shall be located on any unit and all such satellite dishes shall be mounted to an external wall or the roof of the structure located on each unit.

PART 10. UTILITIES:

The public utilities delivered to each unit, such as electricity, telephone, natural gas, cable TV, etc., shall be constructed below ground. All sewer, storm sewer and water services for each unit shall be constructed below ground.

PART 11. PETS, LIVESTOCK AND POULTRY:

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Domestic household pets shall be kept in any location within the plat. Domestic household pets may be kept on any lot in the plat so long as such domestic household pet does not constitute a nuisance and/or unreasonably interfere with the quiet enjoyment of the plat by the other unit owners. Pets shall not be allowed to run-free and shall be kept on the owner's property at all times.

PART 12. STORAGE:

No unsightly junk or debris shall be stored, garaged or warehoused outside of a structure on any unit. Further, motor homes, travel trailers, cabin cruisers or campers must be garaged, or stored off site. No specialty vehicles, i.e. race cars, enclosed trailers, race car trailers, are to be parked outside, or on the public streets within the Plat. Water craft and snowmobiles shall be garaged or stored off site during typical non-use seasons.

No camping in any recreational vehicles or campers shall occur on lots within the plat of River Creek.

PART 13. FIREARMS:

No firearms shall be discharged anywhere within the plat perimeters.

PART 14. BUSINESS/LEASING:

No manufacturing or commercial enterprise or enterprises of any kind. No large commercial trucks shall be kept on the premises or the public streets within the Plat.

PART 15. SEWAGE DISPOSAL OR WELLS:

No individual sewage-disposal system nor well shall be permitted on any lot.

PART 16. SUBDIVISION OF LOTS:

Platted lots may not be subdivided.

PART 17. SEVERABILITY:

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

PART 18. TERM:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date same are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

PART 19. ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages, including court costs and attorney's fees.

Declaration of Restrictions; Maplewood 14th Sub-Division

A Sub-Division of Pettis County, Missouri

EXAMPLE

WHEREAS, Richard H. Monsees and Janet L. Monsees, husband and wife, and Anthony B. Monsees and Nancy G. Monsees, husband and wife, of Pettis County, Missouri, desire to place restrictions on a tract of land designated as Maplewood 14th Sub-Division, a Sub-Division of Pettis County, Missouri, for the use and benefit of the said Richard H. Monsees and Janet L. Monsees, husband and wife, and Anthony B. Monsees and Nancy G. Monsees, husband and wife, their future grantees and assigns:

NOW, THEREFORE, In consideration of the premises, the said Richard H. Monsees and Janet L. Monsees, husband and wife, and Anthony B. Monsees and Nancy G. Monsees, husband and wife, for themselves, their successors and assigns, as well as their future grantees, do hereby agree that lots 185 through 204, inclusive, of Maplewood 14th Sub-Division, a Sub-Division of Pettis County, Missouri, shall be and are hereby restricted as to their use in the manner herein set forth.

1. All persons, firms and corporations who shall hereafter acquire any interest in any of the aforesaid lots shall be taken and held to agree and covenant with the owners of the lots and their successors and assigns to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof for a period of twenty-five years from and after the date hereof September 29, 1975, provided, however, that each of the said restrictions shall be renewable in the manner hereinafter set forth.

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than on detached single-family dwelling not to exceed two and one-half stories in height and a private garage or carport. All dwellings must have a ground floor area of the main

structure, exclusive of one story open porches and garages, of not less than 900 square feet.

3. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Section 18 hereof.

4. (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line.

(b) No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

(c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

(d) With written approval of the Architectural Control Committee, a one-story attached garage may be located nearer to a street than above provided, but not nearer than 25 feet to any street line, where the natural elevation of the lot along the established minimum building setback line is more than eight feet above or 4 feet below the established roadway level along the abutting street and where in the opinion of said committee the location and architectural design of such proposed garage will not detract materially, from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer to the street than above provided, but not nearer than 25 feet to any street line.

5. Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

6. Removal of dirt from addition. Excess dirt from digging or excavation, remaining on any lot after all grading on such lot and backfilling around any structure erected thereon has been completed, shall be removed to other parts of said addition or adjoining land as so designated by Richard H. Monsees and Janet L. Monsees, husband and wife, and Anthony B. Monsees and Nancy G. Monsees, husband and wife, their successors or assigns, unless written consent and demand by the said Richard H. Monsees and Janet L. Monsees husband and wife, and Anthony B. Monsees and Nancy G. Monsees, husband and wife, to remove said excess dirt from said addition is given or obtained.

7. The owner of any lot shall maintain the premises thereof at all times, keeping weeds and grass cut to a minimum height of six (6) inches and at such time as Richard H. Monsees and Janet L. Monsees, husband and wife, and Anthony B. Monsees and Nancy G. Monsees, husband and wife, or their successors or assigns have cause to cut the growth to comply with the restrictions, the owner shall be charges a reasonable fee for said services.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. No business or trade shall be carried on in the area sub-divided and no lot or tract in the sub-division can be used for storing of wrecked automobiles or machinery or for the collection of any rubbish, trash or

junk, and no lot shall be used for the storage of buildings or construction materials prior to construction being started on any residence to be erected on any lot. However, it is understood that until all of lots 185 through 204 are sold, a temporary real estate sales office shall be established.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising this property for sale or rent, or sign used by a builder to advertise the property during the construction or sales period.

11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that one dog, one cat or one other household pet may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and said animal housing must be attached to the dwelling.

13. No lot may be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and located not less than twenty-five (25) feet from the adjoining property and not less than sixty (60) feet from the front of the property line.

14. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Architectural Control Committee established in section 17 hereof.

15. All improvements shall be connected with the sanitary sewer system which is now or shall hereafter be constructed to serve the described lots. No other sanitary provisions, septic tanks or other device for sewage disposal, shall be installed or permitted to remain on any lot.

16. No fence, wall hedge or shrub planting which obstructs sign lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain with such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. The Architectural Control Committee is composed of Anthony B. Monsees, RFD 2, Sedalia, Missouri; Nancy G. Monsees, RFD 2, Sedalia, Missouri; Richard H. Monsees, RFD 2, Sedalia, Missouri; and Janet L. Monsees, RFD 2, Sedalia, Missouri. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor it's designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

18. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or it's designated representative, fail to approve or disapprove within 30 days after plans and specifications have been submitted to it, or any other event, if no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

19. The residents of the sub-division shall form a not-for-profit corporation, the stockholders and members to be restricted to land owners in said addition, and such not-for-profit corporation shall have the right, power, and authority to assess and levy against each lot owner an amount, payable monthly or in more convenient installments to be fixed or determined by said corporation, sufficient for the purpose of providing for community services of every kind and nature required or desired within the sub-division for the general use and benefit of all lot owners. Each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and

duly enacted by-laws and rules of the not-for-profit corporation. All assessments and levies herein provided shall be against the lot owners, their heirs, assigns, or legal representatives; provided, however, that the undersigned owner, its successors or assigns, owns in said sub-division. Any assessment which is not paid within thirty (30) days after notice of levy, shall become a lien against the property of such non-paying lot owner and shall be collected by said grantee in the manner provided for collection and enforcement of debts and liens.

20. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for majority of then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

21. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

22. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this 31st day of January, 1972.

D. G. Monsees

Ruby Lou Monsees

Hi Folks,

I'm not sure if I will make the next meeting or not, but I would like to get a feel from the council on allowing the fire dept. to create a list of Associate Members. This list would consist of those who have retired from a fire department but would still like to participate and be a part of our fire department in a limited role. Balsam Fire Department has done something very similar with great success. Below would be some ground rules:

- Maximum of 5 associate members
- Must follow fire dept. by laws and city policies
- Would not be allowed to perform interior fire fighting
- Would not be able to participate in fire relief association business
- Would not be able to collect another retirement
- Will be allowed to drive / operate trucks and limited equipment
- Will be allowed to assist on emergency scenes
- Will be paid same hourly rates as regular members for trainings, meetings, and emergency calls.

By doing this we may be able to recruit a few more able bodied personnel that can help us out tremendously on a fire or emergency scene. They would not be allowed to do the "heavy lifting", but will be allowed to help in a supporting role such as running the engine or being the safety officer at a fire scene. They can also provide traffic control at an automobile accident or provide a water shuttle with our tenders on a rural fire. Having them take on these tasks will help free up others on the department to do the "heavy Lifting" during an emergency. These individuals would be a great support staff because they have been there and know what is needed to help.

I also want to get out ahead of the curve and request applications for an eligibility list for new fire fighters. I expect we will see up to 7 or 8 retirements in the next 5 years. Loosing this much experience will hurt our department if we don't back fill and give the new members time to train and get up to speed. It is getting harder and harder to find good candidates for the volunteer fire service with all the new pressures and requirements being placed on us. This is another reason I would like to explore the associate member option.

Let me know if you wish to discuss this at a council meeting and I will be sure to attend to field any questions.

Best regards,

Robert D. Coughlin

RESOLUTION 18–2016
WILD RICE / SULFATE STANDARDS

WHEREAS, the Minnesota Legislature passed legislation in 2011, directing the Minnesota Pollution Control Agency (MPCA) to undertake a study to determine the appropriate wild rice sulfate standard and to establish a wild rice advisory panel, and

WHEREAS, the legislation also set forth a time frame and date for enactment of the new wild rice standard, said date being January 15, 2018, and

WHEREAS, prior to the enactment and implementation of any new standards the Minnesota Administrative Procedures Act requires the MPCA to put forth a “reasonable effort” to provide an analysis of the costs of proposed regulations to municipalities and the state, thus enabling an “informed public” to comment during the rulemaking process and included as an attachment to the SONAR as required, and

WHEREAS, the MPCA determined that it was necessary and appropriate to issue a formal request for proposal (RFP) for an independent analysis of multiple treatment options for municipal wastewater treatment plants (WWTP) as well as to provide a cost analysis for the treatment of sulfate, and

WHEREAS, the formal RFP allowed for a completion date of May 31, 2018, for this analysis of treatment options and the economic assessment for the WWTPs, as well as to fee-payers and communities and that date is five months **after** the effective date of the newly proposed sulfate standards,

THEREFORE BE IT RESOLVED, the City of Nashwauk respectfully, but urgently requests that the MPCA take immediate action to remedy this situation that is nonsensical and will limit open and honest discussion of the proposed wild rice standard rules in public hearings that are set to begin in the spring of 2017, and

LET IT BE FURTHER RESOLVED, the City of Nashwauk also requests on behalf of greater Minnesota residents in the Taconite Assistance Area, as well as all of Minnesota, the MPCA shall schedule public hearing sessions in locations across greater Minnesota, not just in St. Paul, to assure attendance by rural residents and local elected officials as the vast majority of communities that may be impacted by the new standard are likely to be located in greater Minnesota.

Ben DeNucci, Mayor

April Kurtock, City Clerk/Administrator

For adoption:

Against:

Dated: November 9, 2016

**CITY, TOWNSHIP OR ORGANIZATION NAME
RESOLUTION NO. 19-2016**

**STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF NASHWAUK**

**RESOLUTION AUTHORIZING THE CITY OF NASHWAUK TO
MAKE APPLICATION TO AND ACCEPT FUNDS FROM
DOWNTOWN AND BUSINESS CORRIDOR GRANT PROGRAM**

**WHEREAS THE authorizing authority approves of the attached application for the HAWKINS MINE
OVERLOOK project: and**

**WHEREAS THE authorizing authority agrees to accept funding for the underlying project if approved
by IRRRB.**

**NOW BE IT RESOLVED that the authorizing authority of CITY OF NASHWAUK does adopt this
resolution.**

Upon vote taken, the following voted:

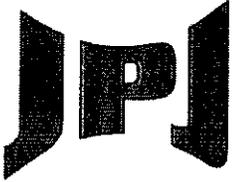
For:

Against:

**Whereupon said Resolution No. 19-2016 was declared duly passed and adopted this 9 day of
NOVEMBER 2016.**

Ben DeNucci, Mayor

April Kurtock, City Administrator/City Clerk



Engineering

Land Surveying

Economic Development

October 21, 2016

Ms. April Kurtock, Clerk
City of Nashwauk
301 Central Avenue
Nashwauk, MN 55769

**Re: 2016 Improvements
Project No. 16-236**

Dear Ms. Kurtock:

Enclosed please find three copies of Partial Payment Estimate No. 2 for the 2016 Improvements project. We recommend payment of \$12,355.33 to Mesabi Bituminous, Inc., P.O. Box 728, Gilbert, MN 55741.

After your review and approval, please have Mayor DeNucci sign and date all three copies of the partial payment estimate, and return all three copies to our office.

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

Sincerely,

JPJ Engineering, Inc.


John D. Mattonen, P.E.

JDM/dj

Enclosures

PARTIAL PAYMENT ESTIMATE

PROJECT: 2016 Improvements		PROJECT NO.: 16-236	DATE: October 21, 2016 PAY ESTIMATE NO.: 2 PAGE 1 OF 2
OWNER: City of Nashwauk 301 Central Avenue Nashwauk, MN 55769		CONTRACTOR: Mesabi Bituminous, Inc. P.O. Box 728 Gilbert, MN 55741	PERIOD OF ESTIMATE FROM: September 26, 2016 TO: October 21, 2016
CONTRACT CHANGE ORDER SUMMARY		ESTIMATE	
No.	Amount		
	Additions	Deductions	
			1. Original Contract \$112,307.50
			2. Change Orders \$0.00
			3. Revised Contract (1+2) \$112,307.50
			4. Work Completed* \$105,673.20
			5. Stored Materials \$0.00
			6. Subtotal (4+5) \$105,673.20
			7. Retainage 5% (\$5,283.66)
			8. Previous Payments (\$88,034.21)
TOTALS			9. Amount Due (6-7-8) \$12,355.33
NET CHANGE			*Detailed breakdown attached
CONTRACT TIME			
Original (days): Revised:	On Schedule <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Starting Date: July 11, 2016 Substantial Completion: September 9, 2016 Projected Completion: September 15, 2016	
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective. Contractor: Mesabi Bituminous, Inc. By _____ Date _____		ENGINEER'S CERTIFICATION: The undersigned certifies that to the best of their knowledge and belief and to the extent of their assigned Contract responsibilities, the quantities shown in this estimate are correct and that the work has been performed in accordance with the Contract Documents. Engineer: JPJ Engineering, Inc. By <u>John D. Mattson</u> Date <u>10/31/2016</u>	
		APPROVED BY OWNER: Owner: City of Nashwauk By _____ Date _____	

PAY ESTIMATE NO. 2

DATE: October 21, 2016

OWNER: City of Nashwauk

PROJECT: 2016 Improvements

CONTRACTOR: Mesabi Bituminous, Inc., P.O. Box 728, Gilbert, MN 55741

PART 1 - PLATT AVENUE

ITEM NO.	DESCRIPTION	QTY. BID	UNIT	UNIT PRICE	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE
2104	RMV CURB & GUTTER	990	L.F.	\$7.00	0	\$0.00	1,121	\$7,847.00
2104	RMV BIT PAVEMENT	600	S.Y.	\$3.00	0	\$0.00	2,020	\$6,060.00
2104	RMV SIDEWALK	120	S.Y.	\$8.00	0	\$0.00	128	\$1,024.00
2104	RMV CONC DRIVEWAY	185	S.Y.	\$10.00	0	\$0.00	293	\$2,930.00
2104	RMV CATCH BASIN	2	EACH	\$300.00	0	\$0.00	1	\$300.00
2105	COMMON EXCAVATION	256	C.Y.	\$15.00	0	\$0.00	142	\$2,130.00
2211	AGG BASE, CLASS 5 (CV)	256	C.Y.	\$30.00	0	\$0.00	280	\$8,400.00
2232	MILL PAVEMENT SURFACE	1,445	S.Y.	\$9.00	0	\$0.00	0	\$0.00
2360	TYPE SP WEARING COURSE	300	TON	\$80.00	109.59	\$8,767.20	195.95	\$15,676.00
2360	TYPE SP NON-WEAR COURSE	90	TON	\$80.00	0	\$0.00	186	\$14,880.00
2503	12" RCP STORM SEWER	10	L.F.	\$60.00	0	\$0.00	16	\$960.00
2503	CON TO EX STORM SEWER	2	EACH	\$400.00	0	\$0.00	2	\$800.00
2506	CONST CATCH BASIN	2	EACH	\$2,500.00	0	\$0.00	2	\$5,000.00
2506	ADJUST FRAME & RING CAST	2	EACH	\$350.00	1	\$350.00	2	\$700.00
2506	ADJUST GATE VALVE BOX	2	EACH	\$100.00	0	\$0.00	0	\$0.00
2521	4" CONCRETE WALK	25	S.F.	\$7.00	0	\$0.00	175	\$1,225.00
2521	6" CONC SIDEWALK (PCR)	480	S.F.	\$7.50	0	\$0.00	756	\$5,670.00
2521	DETECTABLE WARN SURFACE	6	EACH	\$400.00	0	\$0.00	5	\$2,000.00
2531	CONC C&G, DES D418	340	L.F.	\$20.00	0	\$0.00	312	\$6,240.00
2531	CONC C&G, DES B618	645	L.F.	\$17.50	0	\$0.00	794	\$13,895.00
2531	6" CONC DRIVEWAY PVMT	150	S.Y.	\$58.00	0	\$0.00	254	\$14,732.00
2575	SODDING, LAWN TYPE, W/2" TOPSOIL BORROW	220	S.Y.	\$19.00	181.8	\$3,454.20	181.8	\$3,454.20
CO-1	LIQUIDATED DAMAGES 11 DAYS @ \$750/DAY	0	DAY	(\$750.00)	11	(\$8,250.00)	11	(\$8,250.00)

TOTAL WORK COMPLETED THIS PERIOD - Part 1 - Platt Avenue..... \$4,321.40

TOTAL WORK COMPLETED TO DATE - Part 1 - Platt Avenue..... \$105,673.20

Stephen Sovada
1312 1/2 NW 5th Street
Grand Rapids, MN 55744
(218) 259-4432
ssovada@yahoo.com

October 25, 2016

Nashwauk Ambulance Service
2 Hawkins Avenue
Nashwauk, MN 55769

Dear Karen,

I am writing to you to inform you of my resignation from the Nashwauk Ambulance Service. Due to my work schedule and the busy schedule that my kids have I am unable to commit the 48 hours a month to maintain good standing with the service. I have enjoyed my employment with Nashwauk Ambulance and possibly in the future I might be able to return to work with you again. Thank you for your time and leadership as I have enjoyed my time working with you and all of our colleagues there. Thanks again.

Sincerely,



Steve Sovada

Hi Greg,

We are looking at getting some late fall maintenance done at the high school baseball in Nashwauk. Last year the City of Nashwauk offered to help with some of the maintenance expenses in exchange for the use of the field in the summer. Would the city be willing to help with these fall expenses?

I would specifically ask if the city would purchase 4 pallets of Ballyard Clay from D. Ervasti Sales. Cost is \$649/ pallet=\$2596 plus \$295 shipping for a total of \$2891.

The school district is purchasing infield mix, sand for top dressing, and Hibbing Community College baseball team will provide the labor.

Please let me know if there are any questions.

Thank you,

Dave Bevacqua

CLIENT COPY

Walker,
Giroux
Hahne
CPA

CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

P.O. Box 960 • 225 1st Street North, Suite 2400, Virginia, Minnesota 55792
218-749-4880 • FAX 218-749-8528

October 19, 2016

To the City Council and Management
City of Nashwauk, Minnesota
Attn: April Kurtock, City Clerk/Administrator
301 Central Avenue
Nashwauk, MN 55769

We are pleased to confirm our understanding of the services we are to provide City of Nashwauk, Minnesota for the year ended December 31, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the financial statements of City of Nashwauk, Minnesota as of and for the year ended December 31, 2016.

We have also been engaged to report on other information that accompanies Town of White, Minnesota's financial statements. We will subject the following other information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

1. Combining and individual fund financial statements and schedules.
2. Schedule of accumulated project costs.
3. Schedule of receivables.
4. Schedule of payables.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Budgetary comparison schedules.
2. Schedule of funding progress for postemployment benefit plan.
3. Schedule of City's proportionate share of the net pension liability and City's contribution for defined benefit pension plans.

Our responsibility for other information included in documents containing the City's audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with regulatory basis accounting, which is a comprehensive basis of accounting other than U.S. generally accepted accounting principles, and to report on the fairness of the other information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of City of Nashwauk, Minnesota and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of City of Nashwauk, Minnesota's financial statements. Our report will be addressed to the City Council and Management of the City of Nashwauk, Minnesota. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Nashwauk, Minnesota is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by

management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedure – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Nashwauk, Minnesota's compliance with the provisions of applicable laws, regulations, contracts, agreements and grants. However, the

objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will assist in preparing the financial statements and related notes of City of Nashwauk, Minnesota in conformity with the regulatory basis of accounting, based on information provided by you. We will also prepare the trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information into a working trial balance based on management's chart of accounts. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes, and trial balance preparation services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with the regulatory basis of accounting, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

You are responsible for including all informative disclosures that are appropriate for the City of Nashwauk, Minnesota. Those disclosures will include (1) a description of the regulatory basis of accounting, including a summary of significant accounting policies, and how the regulatory basis of accounting differs from GAAP; (2) informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the other information, which we have been engaged to report on, in conformity with the regulatory basis of accounting, which is a comprehensive basis of accounting other than U.S. generally accepted accounting principles. You agree to include our report on the other information in any document that contains and indicates that we have reported on the other information. You also agree to include the audited financial statements with any presentation of the other information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the other information in accordance with the regulatory basis of accounting; (2) you believe the other information, including its form and content, is fairly presented in accordance with the regulatory basis of accounting; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the other information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies for us previous financial audits, attestation engagements, performance audits, or other studies related to the objective discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes, our preparation of the trial balance, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes, and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them and any other nonaudit services we provide. Further, you agree to

oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to City of Nashwauk, Minnesota; however, management is responsible for distribution of the reports and the financial statement. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Walker, Giroux and Hahne, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a governmental agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Walker, Giroux and Hahne, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the governmental agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately December 31, 2016 and to issue our reports no later than June 30, 2017. William Paulson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.), except that we agree that our gross fee, including expenses, will not exceed \$21,000 for the year ended December 31, 2016. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2015 peer review report accompanies this letter.

City of Nashwauk, Minnesota
October 19, 2016
Page 6

We appreciate the opportunity to be of service to City of Nashwauk, Minnesota and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the original of this letter and return it to us. A copy is enclosed for your records.

Very truly yours,

WALKER, GIROUX & HAHNE, LLC



William Paulson
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of City of Nashwauk, Minnesota.

Management signature

Title

Date

Governance signature

Title

Date

**ABDO
EICK &
MEYERS** LLP

Certified Public Accountants & Consultants

October 16, 2015

System Review Report

To the Members of Walker, Giroux. & Hahne LLC
and the Peer Review Committee of the Minnesota Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Walker, Giroux. & Hahne LLC (the Firm) in effect for the year ended June 30, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Walker, Giroux. & Hahne LLC in effect for the year ended June 30, 2015 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Walker, Giroux. & Hahne LLC has received a peer review rating of pass.

Abdo, Eick & Meyers, LLP

ABDO EICK & MEYERS, LLP
Certified Public Accountants & Consultants



October 24, 2016

City of Nashwauk
Benjamin DeNucci
301 Central Ave
Nashwauk, MN 55769

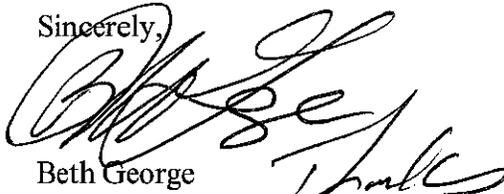
Dear Benjamin:

If no one has told you yet today—YOU ARE APPRECIATED. Thank you for your support of ICTV. Your contribution of \$250.00 truly makes a difference in our organization. It is support like this that allows ICTV to reach beyond taping government meetings to explore our community as a whole.

For your tax records, no goods or services were provided with your membership. Limited video services are available as a member benefit upon your request. Members using available services should consult a tax adviser about deductibility.

Again, you are appreciated and deserve a pat on the back today. Have a Great Day!

Sincerely,



Beth George
Executive Director

BG/pf

CONTRACT FOR FIRE PROTECTION

THIS AGREEMENT, made and entered into as of this 26th day of November 2016, by and between the CITY OF NASHWAUK, County of Itasca, State of Minnesota, hereinafter "City" and the TOWNSHIP OF LONE PINE, County of Itasca, State of Minnesota, hereinafter "Lone Pine"

WITNESSETH:

WHEREAS, the electors have authorized the Town of Lone Pine to obtain fire protection for Lone Pine; and

WHEREAS, Lone Pine desires to have fire protection provided by the City; and

WHEREAS, The City has the facilities and equipment and has the power to authorize its fire department to provide fire protection service to Lone Pine; and

WHEREAS, the parties to this Contract agree that the City's planning for capital expenditures for equipment and training requires a contract which shall renew terms of the existing Contract between the parties which expires December 31, 2016

3. NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties hereto,

IT IS AGREED AS FOLLOWS:

1. The City shall provide fire protection for Lone Pine in that portion of Lone Pine legally described as follows:
The West One-half (W $\frac{1}{2}$) of Township Fifty-six (56) North, Range Twenty-two (22), West of the Fourth Principal Meridian.
from January 1, 2017 to December 31, 2019.
2. The City will respond to any and all fire calls from Lone Pine and will respond to such calls with suitable fire fighting apparatus and equipment, manned by at least six (6) members of the City's Fire Department who will render all assistance possible in the saving of life and property endangered by fire.

PROVIDED, HOWEVER, that the failure by the City to furnish the service herein agree upon, because of weather, road conditions or the unavailability of such apparatus and equipment as a result of its being used in fighting other fires, shall not be a breach of this contract. The decision of the Chief of the Fire Department of the City or other fire department officer in charge shall be final in such matters.

PROVIDED, FURTHER, That the City shall not be liable to Lone Pine for loss or damage of any kind whatever resulting from any failure to prevent, control, or extinguish

any fire, whether such loss or damage is caused by the negligence of the officers, agents or employees of the City or otherwise.

3. Subject to the provisions below, the Contract shall terminate on December 31, 2019. The parties, however, reserve the right to renegotiate the terms of this Contract if a large commercial or industrial business is located within the premises covered by this Contract.

I. Lone Pine agrees to pay the City for fire protection as follows:

- 1) for the year 2017 \$9894.00
- 2) for the year 2018 \$10091.00
- 3) for the year 2019 \$10299.00

Contribution for the yearly truck fee \$2315.00

A. Each year of the contract, the rate is \$400.00 per fire call. If Lone Pine is aggrieved by the determination as to the allocation of costs of the prior year's service, it shall have 30 days after receipt of the audit to appeal said determination. Said appeal shall be in writing and shall be addressed to the City asking for arbitration. The determination of the appeal may be by negotiation of the parties or shall be referred to a Board of Arbitration. The Board of Arbitration shall consist of three (3) persons; one to be appointed by the City, one to be appointed by Lone Pine and the third to be appointed by the two (2) so selected. The third person selected shall not be a resident of either governmental unit. The arbitrator's expenses and fees incurred in the conduct of the arbitration shall be divided equally between the parties.

Signed the day and year above first written.

CITY OF NASHWAUK

Ben DeNucci, Its Mayor

ATTEST:

April Kurtcock, Its Clerk

LONE PINE TOWNSHIP

ATTEST:

Julie McCool NOVEMBER 2 2016
Its Clerk

Jon Korpi
Supervisor

PURCHASE AGREEMENT

November __, 2016

This Purchase Agreement is made and entered by the City of Nashwauk (“Buyer”) and American Bank of the North (“Seller”) for the purchase of the premises legally described as follows:

Lots Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), and Twenty-five (25), Block Nine (9), Nashwauk, Itasca County, MN;

located at 132 1st Street, Nashwauk, Minnesota, including all improvements, if any, located therein, all of which property Seller has this day sold to Buyer for the sum of Twelve Thousand and 00/100 Dollars (\$12,000.00), which Buyer agrees to pay in the following manner: \$12,000.00 cash on or before November 30, 2016, the date of closing.

SUBJECT TO performance by Buyer, seller agrees to execute and deliver a Limited Warranty Deed conveying title to the premises.

REAL ESTATE TAXES. Buyer and Seller shall prorate the real estate taxes owing in the year 2016 to the date of closing. Buyer agrees to assume on the date of closing all special assessments due and payable in the year 2016 and any municipal special assessments, levied or pending.

WARRANTIES AND REPRESENTATIONS OF SELLER. Seller represents and warrants that it has title to the subject property and full authority to convey. There are no other representations or warranties made by Seller with regard to the Property.

“AS IS”. Buyer acknowledges and agrees that Buyer is purchasing the subject Property “AS IS” without any warranties or representations of Seller except as specified above. Buyer specifically acknowledges and agrees that it has investigated the property, including completing environmental assessments and reports. The Seller has no further responsibility or liability with respect to the condition of the Property. This provision shall survive delivery of the deed.

TITLE & EXAMINATION. Buyer shall have ten business days following the execution of this Agreement to examine or retain the services of a third party to examine the title and provide Seller with written Title Objections or, at Buyer’s own expense, to make an application for a title insurance policy and notify Seller of said application. Following receipt of the Commitment for Title Insurance (the “Title Commitment”), Buyer shall have ten (10) days to provide the Seller with a copy of the Title Commitment together with the insurer’s Title Objections. Any Title Objections not delivered to Seller within the ten days will be deemed waived. Such waiver shall not, however, be deemed to be a waiver of Seller’s covenant to deliver a Limited Warranty Deed. Further, Buyer’s purchase of title insurance is not to be deemed a waiver of the right to demand delivery of good and marketable title of record from Seller at Closing.

Seller shall use Seller's best efforts to provide marketable title by the closing date. If Seller has not provided marketable title by Closing:

- a. Seller shall have an additional 30 days to make title marketable; or
- b. Buyer may waive title defects by written notice to Seller.

The parties may thereafter agree to extend the date of closing an additional 30 days to accommodate such efforts by Seller.

If the closing date is not extended, either party may declare this Agreement null and void, the parties shall immediately sign a cancellation of purchase agreement in confirmation, and earnest money will be refunded to Buyer. If this Agreement is voided for Seller's failure to provide marketable title, neither party shall be liable for damages.

DEFAULT. If title is marketable or is corrected within said time, and Buyer defaults in any of the agreements herein, Seller may terminate this agreement, and on such termination all payments made hereunder shall be retained by Seller and Agent, as their respective interest may appear, as liquidated damages, time being of the essence hereof. This provision shall not deprive either party of the right of enforcing the specific performance of this agreement, provided this agreement is not terminated and action to enforce specific performance is commenced within six months after such right of action arises. In the event Buyer defaults in his/her performance of the terms of this Agreement, the Seller may serve a Notice of Cancellation upon the Buyer pursuant to MSA 559.217.

WELL DISCLOSURE. Seller is not aware of any wells on the subject property.

SEPTIC DISCLOSURE. Seller is not aware of any individual sewage treatment systems on or serving the property.

ENTIRE AGREEMENT. This Purchase Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Purchase Agreement. No waiver of any terms of this Agreement will be effective unless in writing executed by the parties.

SELLER
American Bank of the North

BUYER
City of Nashwauk

By: _____

By: _____

Its:

Its:

PROPOSAL
NOV 9, 2016



TO:
CITY OF NASHWAUK

Project Property:
VARIOUS SITES
NASHWAUK MN

We propose to abate as specified, per all local, Federal and State regulations.

The proposal does include the proper disposal of such materials in a licensed landfill, labor, notification to the State of Minnesota if applicable and materials.

SCOPE OF WORK- REMOVAL OF ASBESTOS CONTAINING MATERIALS FROM REPORT

low Bid

124 3RD ST
(2700.00)

low Bid

427 2ND ST
(6900.00)

401 CENTRAL AVE
(6700.00)

212 3RD ST
(1800.00)- THE FIELD STONE MOTAR TO REMAIN IN PLACE AND NOT QUOTED FOR REMOVAL

TOTAL **18100.00**
Quote is good for 30 days

Balance due upon completion.

If this is acceptable please sign and date below and return a copy to our office either by fax (218) 262 1273 or email Matt@Abatetek.com

X

Accepted By

Date

Thank you for the opportunity to bid this project
Matthew Cuffe

PO BOX 362 , Hibbing, MN 55746 · Tel: (218) 262-1196 · Fax: (218) 262-1273
<http://www.AbateTek.com> · Matt@AbateTek.com

April Kurtock

From: nesinc03@aol.com
Sent: Wednesday, October 19, 2016 12:51 PM
To: April Kurtock
Subject: Re: Cost Estimate

April,

Here are the prices for abating the ACM identified in the inspection reports, other than the roof/chimney flashing (assumed) and the foundation/sidewalk tar/mortar.

427 2nd st. - \$8,330.00; project to take 2 days to complete

212 3rd st. - \$1,150.00; project to take 1 day to complete > low bid

124 3rd st. - \$3,960.00; project to take 1 day to complete

401 Central ave. - \$6,315.00; project to take 1 day to complete > low bid

If you have any questions or need further information feel free to contact me. Thank you. :0)

Rubin Rusco, President
Northern Environmental Services, Inc.
Office: 218-263-9260
Fax: 218-263-9607
Cell: 218-590-5551
Email: nesinc03@aol.com

-----Original Message-----

From: April Kurtock <akurtock@cityofnashwauk.com>
To: nesinc03 <nesinc03@aol.com>
Sent: Tue, Oct 18, 2016 1:45 pm
Subject: FW: Cost Estimate

20 4th St no asbestos found

From: Linda Thiry [mailto:thiry.lt@netzero.net]
Sent: Monday, October 17, 2016 5:09 PM
To: April Kurtock
Subject: RE: Cost Estimate

Reports

From: April Kurtock [mailto:akurtock@cityofnashwauk.com]
Sent: Monday, October 17, 2016 4:28 PM
To: Linda Thiry <thiry.lt@netzero.net>
Subject: RE: Cost Estimate

Actually, yes. That would be ideal. Thank you