

CITY OF NASHWAUK
City Council Regular Agenda

City of Nashwauk
301 Central Avenue
Nashwauk, MN 55769
p: 218-885-1210

MONDAY, FEBRUARY 24, 2020

City Council

Calvin Saari

Mayor

Brian Gangl

Councilor

Greg Heyblom

Councilor

David Holmbeck

Councilor

Kevin Bodin

Councilor

**Sellman, Borland, &
Simon**

City Attorney

Joe Dasovich

Police Chief

April Kurtock

City Administrator/Clerk

Amber Goss

Deputy Clerk

Tiffany Bodin

EMS Coordinator

Tom Martire

Street Lead

Mark Marinaro

Fire Chief

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ADOPTION OF AGENDA

4. NOTABLE ITEMS

5. APPROVAL OF MINUTES

- a. Minutes of the February 11, 2020 City Council meeting.

6. CONSENT AGENDA. 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.

- a. Approve claims register #22420 Claim 1 in the amount of \$65,822.35.
- b. Approve ride-along request on the Nashwauk Ambulance Service for Anthony Krasensky.
- c. Approve Tiffany Bodin to attend Transitioning to Supervisor Training in Duluth on March 27; course fee \$149.
- d. Approve On-Sale liquor licenses for the following businesses: Wizard's Sports Bar & Grill; The Saloon; Mucho Si.
- e. Approve Sunday liquor licenses for the following businesses: Wizard's Sports Bar & Grill; The Saloon; Mucho Si.
- f. Approve Off-Sale liquor licenses for the following businesses: Wizard's Sports Bar & Grill; The Saloon; Little Brown Jug.
- g. Approve 3.2 Off-Sale license for Sinclair Express Mart.
- h. Approve request from Fire Chief Marinaro for three members to attend Fire Officer & Training

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Officer School in Duluth on March 13-15; course fee \$285, lodging, mileage.

City Council

7. UNFINISHED BUSINESS

Calvin Saari

Mayor

- a. Recreation Center Renovations
 - i. Community Survey update

Brian Gangl

Councilor

- ii. Consider approval of Resolution 2020-04 Application to and Accepting funds from IRRRB's Application Grant Fund.

Greg Heyblom

Councilor

- b. Building Inspection Update

David Holmbeck

Councilor

- c. East Itasca Joint Sewer Board Update
 - i. Memorandum from Attorney Kaela Brennan regarding proposed ordinance.

Kevin Bodin

Councilor

- ii. Consideration of Amended and Restated Joint Powers Agreement relating to the East Itasca Joint Sewer Board.

Sellman, Borland, & Simon

City Attorney

Joe Dasovich

Police Chief

8. NEW BUSINESS

- a. Consider donation request from First Call for Help 211.

April Kurtock

City Administrator/Clerk

- b. Consider approval of Resolution 2020-03 to Reinstate Local Board of Appeal and Equalization.

Amber Goss

Deputy Clerk

- c. Consider recommendation from EMS Coordinator Bodin to hire Cody Kasper as an EMR on the Nashwauk Ambulance Service.

Tiffany Bodin

EMS Coordinator

- d. Consider recommendation from EMS Coordinator Bodin to hire Desiree Jensen as an EMT on the Nashwauk Ambulance Service.

Tom Martire

Street Lead

Mark Marinaro

Fire Chief

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e. Consider approval of Change Order No. 1 for the 2016 Improvements Project decreasing the final contract amount by \$6,634.30.

f. Consider approval of Final Payment Estimate No. 3 for the 2016 Improvements project in the amount of \$5,283.66.

g. Consider sending request to AFSCME and MAPE bargaining units to begin negotiations for 2021 contracts.

9. DEPARTMENT & COMMITTEE REPORTS & REQUESTS

a. 4th of July Committee:

i. Consider recommendation for approval of contract with Pyrotechnic Display Inc. for fireworks display on July 3, 2020; contract amount \$12,000.

10. COMMISSION UPDATES

11. PUBLIC COMMENT. Members of the public are welcome to address the Nashwauk City Council. Please provide your name, brief description of the subject matter, and keep comments to 3 minutes. Rules for public comment are available at the podium.

12. MAYOR AND COUNCIL UPDATES

13. ADJOURN

14. SPECIAL MEETING TO FOLLOW

a. None

**City of Nashwauk
City Council Meeting
February 11, 2020**

Mayor Saari called the meeting to order at 5:30 p.m. in the Council Chambers of City Hall.
Mayor Saari led the Pledge of Allegiance.

Members present: Councilor Holmbeck, Councilor Heyblom, Councilor Bodin, Mayor Saari.

Members absent: Councilor Gangl.

Also present: Attorney Simon, Administrator Kurtcock, EMS Coordinator Bodin, Fire Chief Marinaro, Assistant Chief Savolainen.

Adoption of Agenda

*Motion by Councilor Heyblom, seconded by Councilor Holmbeck to adopt the agenda of the February 11, 2020 City Council meeting.

Ayes: all present. Motion carried.

Notable Items

Sarah Carling, CEDA

Sarah Carling, CEDA, reviewed the list of previously established Nashwauk projects and said a lot of the items are heavily geared toward the Rec Committee. She was looking for direction from the Council on how to proceed and asked how the Rec Committee proceeds with its business, as she was trying to understand the parameters.

Councilor Holmbeck stated concerns regarding volunteer members of the Rec Committee being responsible for that amount of work. He suggested bringing on a part-time employee to complete the work and asked the budget be considered for where a part-time employee might fit within the current budget.

Carling said she would solicit additional people to serve on the committee or involve other entities. Mayor Saari called for a work session to discuss these issues and invite Ms. Carling.

Sarah Mell was present to discuss the football equipment. She shared that she had also served the youth soccer program and agreed with how difficult it is to find volunteers. She shared a few suggestions on how the Rec Committee could be more effective.

Ms. Mell said that the football coaches decided to branch off and create a booster club for the program so that it could remain pony league football versus the flag football that the City Council had wanted. They have a non-profit organization and the city could donate the equipment to the group because of their newly founded non-profit status.

Councilor Holmbeck demanded that all Nashwauk equipment be returned to the City before any discussion would happen regarding the donation of equipment.

Herb Smart, football volunteer, was present to discuss the football issues as well. He provided a handout regarding flag football.

Approval of Minutes

*Motion by Councilor Heyblom, seconded by Councilor Bodin to approve the minutes of the January 28, 2020 City Council meeting.

Ayes: all present. Motion carried.

Approval of Consent Agenda

*Motion by Councilor Heyblom, seconded by Councilor Holmbeck to approve the consent agenda as follows:

- a. Approve claims register #21120 Claim 1 in the amount of \$41,535.60.
- b. Approve claims register #21120 Claim 2 in the amount of \$452.22.
- c. Approve Joe Dasovich and April Kurtock to attend the LMC Loss Control Workshop in Cohasset on April 8th; course fee \$20.00.
- d. Approve Carter Sallis and Matthew Rice to attend Long Hot Summer in Brooklyn Park, MN on March 5-7; course fee \$235.
- e. Approve Amber Goss to attend the Clerk's Institute training in St. Cloud on May 4-8; course fee \$295.
- f. Approve ride-along requests on the Nashwauk Ambulance Service for Matthew Hanson, Troy Boettcher, and Amber Applebee.

Ayes: all present. Motion carried.

Unfinished Business

Recreation Center Renovations

Mayor Saari stated that he'd spoken with Dick Grabko of CRD, who recommended the City not move forward with a project manager at this time, but rather wait until the project is up and running.

Building Inspection Update

Council stated their frustration with lack of progress on the process of ordinance enforcement.

East Itasca Joint Sewer Board

The East Itasca Joint Sewer Board had received a sample ordinance that they had reviewed at their January meeting. The proposed ordinance had been sent to the Nashwauk Public Utilities Commission for consideration and to the City Council. All parties needed to determine who would be responsible for which roles. The ordinance had been forwarded to the NPUC's attorney, Kaela Brennan for review. Once Attorney Brennan's review and comment was received it would be sent on to each party for consideration.

Fire Department Constitution Committee Update

Mayor Saari, Councilor Bodin, and Administrator Kurtock provided an update on the Committee meeting discussion regarding the department's constitution. The committee reviewed the existing document and discussed alternate ways of electing/appointing a chief. The committee will continue to meet throughout the year with the goal of having a revised document for Council review and approval near October.

New Business

None.

Department & Committee Reports & Requests

Police Department

Assistant Chief Savolainen shared that police services to Calumet and Marble were going well. The School Resource Officer position was also going well. Council asked if the Police Department was

enforcing speed at the TH 65/TH 169 intersection and wanted to know when the lighting would be installed. Speed enforcement hadn't been addressed and there was no known timeframe for lighting installation.

Commission Updates

None.

Public Comment

Peggy Hagen stated that she's looking forward to working with Sarah Carling. She shared that there would be a Community Pot luck Thursday night starting at 5:00 p.m. Hagen also said she'd been working with the Itasca County Historical Society to get a display case for use within the Memorial Building.

Mayor and Council Updates

Mayor Saari said on Monday, February 24 Habitat for Humanity director Jamie Mjolsness would be meeting with him and Administrator Kurtock for continuing discussions.

Mayor Saari said he would be absent for the February 25, 2020 meeting, as he would be in St. Paul for the Range delegation, which he would use as an opportunity to discuss bonding needs.

Mayor Saari said he would like to start a committee for the purpose of discussing the public safety complex needs for the emergency departments and the street department. Councilor Holmbeck stated he wanted to serve on that committee along with department heads.

Councilor Holmbeck offered to get a sympathy card to be sent to Keewatin's Mayor King whose son had recently passed away.

Adjourn

Mayor Saari adjourned the meeting at 6:56 p.m.

City Clerk

CITY OF NASHWAUK

02/21/20 2:40 PM

Page 1

*Claim Register©

22420CLAIM1

February 2020

Claim Type						
Claim#	35390	AMERICAN BANK	Ck#	005669E	2/21/2020	
Cash Payment	E 100-41400-361	Bank Charges		feb 2020 monthly cash mgmt fee		\$20.00
		Invoice				
Cash Payment	E 650-48000-361	Bank Charges		feb 2020 monthly cash mgmt fee		\$10.00
		Invoice				
Cash Payment	E 660-48660-361	Bank Charges		feb 2020 monthly cash mgmt fee		\$10.00
		Invoice				
Transaction Date	2/21/2020	Due 2/21/2020	Checking Account	10100	Total	\$40.00
Claim#	35391	AMERICAN BANK				
Cash Payment	E 100-41400-361	Bank Charges		Annual rent 2020 safe deposit box		\$25.00
		Invoice				
Transaction Date	2/21/2020	Due 2/21/2020	Checking Account	10100	Total	\$25.00
Claim#	35392	AT&T				
Cash Payment	E 100-41100-321	Phone/Internet		1/7-2/6/2020 ipads council		\$79.47
		Invoice 69350290X021420				
Cash Payment	E 100-43100-321	Phone/Internet		1/7-2/6/2020 phones bldg inspect		\$69.42
		Invoice 69350290X021420				
Cash Payment	E 100-42200-321	Phone/Internet		1/7-2/6/2020 ipad		\$38.98
		Invoice 69350290X021420				
Cash Payment	E 100-42100-321	Phone/Internet		1/7-2/6/2020 phone squad		\$54.42
		Invoice 69350290X021420				
Cash Payment	E 650-48000-321	Phone/Internet		1/7-2/6/2020 phone trans, ipads, fleet trackers		\$145.31
		Invoice 69350290X021420				
Cash Payment	E 660-48660-321	Phone/Internet		1/7-2/6/2020 phone trans, ipads, fleet trackers		\$145.31
		Invoice 69350290X021420				
Transaction Date	2/21/2020	Due 2/21/2020	Checking Account	10100	Total	\$532.91
Claim#	35393	BLUE CROSS BLUE SHIELD	Ck#	005670E	2/21/2020	
Cash Payment	E 100-49240-130	Employer Paid Health Ins/		March 2020 ins prems		\$3,945.50
		Invoice 200131392597				
Cash Payment	E 660-48660-130	Employer Paid Health Ins/		March 2020 ins prems		\$238.80
		Invoice 200131392597				
Cash Payment	E 100-43100-130	Employer Paid Health Ins/		March 2020 ins prems		\$4,681.50
		Invoice 200131392597				
Cash Payment	E 100-42100-130	Employer Paid Health Ins/		March 2020 ins prems		\$4,803.15
		Invoice 200131392597				
Cash Payment	E 650-48000-130	Employer Paid Health Ins/		March 2020 ins prems		\$238.80
		Invoice 200131392597				
Cash Payment	E 100-41400-130	Employer Paid Health Ins/		March 2020 ins prems		\$1,358.15
		Invoice 200131392597				
Transaction Date	2/21/2020	Due 2/21/2020	Checking Account	10100	Total	\$15,265.90
Claim#	35394	BLUE CROSS BLUE SHIELD	Ck#	005671E	2/21/2020	
Cash Payment	E 660-48660-130	Employer Paid Health Ins/		March 2020 Dental and visionprems		\$23.20
		Invoice 200131389129				
Cash Payment	E 100-43100-130	Employer Paid Health Ins/		March 2020 Dental and visionprems		\$195.84
		Invoice 200131389129				
Cash Payment	E 100-42100-130	Employer Paid Health Ins/		March 2020 Dental and visionprems		\$291.66
		Invoice 200131389129				

CITY OF NASHWAUK

02/21/20 2:40 PM

Page 2

*Claim Register©

22420CLAIM1

February 2020

Cash Payment	E 650-48000-130 Employer Paid Health Ins/	March 2020 Dental and visionprems				\$23.21
	Invoice	200131389129				
Cash Payment	E 100-41400-130 Employer Paid Health Ins/	March 2020 Dental and visionprems				\$141.52
	Invoice	200131389129				
Transaction Date	2/21/2020	Due 2/21/2020	Checking Account	10100	Total	\$675.43
Claim#	35395 <i>STREICHERS</i>					
Cash Payment	E 100-42100-433 Clothing Allowance-Joe Da	jdasovich boots				\$135.99
	Invoice	11410797				
Transaction Date	2/21/2020	Due 2/21/2020	Checking Account	10100	Total	\$135.99
Claim#	35396 <i>NASHWAUK FIRE RELIEF ASSO</i>					
Cash Payment	R 100-41000-32210 Employee Mtg Meal Fun	Refund City Ee party check				\$1,000.00
	Invoice					
Transaction Date	2/21/2020	Due 2/21/2020	Checking Account	10100	Total	\$1,000.00
Claim#	35397 <i>BOUND TREE MEDICAL</i>					
Cash Payment	E 650-48000-210 Operating Supplies (GENE	carbon monoxide detector				\$523.48
	Invoice	83506192				
Cash Payment	E 660-48660-210 Operating Supplies (GENE	carbon monoxide detector				\$523.49
	Invoice	83506192				
Cash Payment	E 650-48000-210 Operating Supplies (GENE	defib pads police				\$236.99
	Invoice	83498664				
Cash Payment	E 660-48660-210 Operating Supplies (GENE	defib pads police				\$236.99
	Invoice	83498664				
Transaction Date	2/21/2020	Due 2/21/2020	Checking Account	10100	Total	\$1,520.95
Claim#	35398 <i>AMERICAN EAGLE SECURITY SYST</i>					
Cash Payment	E 100-42100-210 Operating Supplies (GENE	service call for door system				\$15.83
	Invoice	16955				
Cash Payment	E 100-42200-210 Operating Supplies (GENE	service call for door system				\$15.83
	Invoice	16955				
Cash Payment	E 650-48000-210 Operating Supplies (GENE	service call for door system				\$7.92
	Invoice	16955				
Cash Payment	E 660-48660-210 Operating Supplies (GENE	service call for door system				\$7.92
	Invoice	16955				
Transaction Date	2/21/2020	Due 2/21/2020	Checking Account	10100	Total	\$47.50
Claim#	35399 <i>FASTENAL</i>					
Cash Payment	E 100-43100-210 Operating Supplies (GENE	protective eyewear				\$36.45
	Invoice	MNHIB92695				
Transaction Date	2/21/2020	Due 2/21/2020	Checking Account	10100	Total	\$36.45
Claim#	35400 <i>MCCOY CONSTRUCTION & FORES</i>					
Cash Payment	E 100-43100-210 Operating Supplies (GENE	transport rental loader to and from Nashwauk				\$625.00
	Invoice	1969213				
Transaction Date	2/21/2020	Due 2/21/2020	Checking Account	10100	Total	\$625.00
Claim#	35401 <i>MEDIACOM</i>					
Cash Payment	E 100-45100-321 Phone/Internet	rec phone 2/15-3/14/20				\$43.74
	Invoice					
Transaction Date	2/21/2020	Due 2/21/2020	Checking Account	10100	Total	\$43.74
Claim#	35402 <i>MEDICAREBLUE RX</i>					

CITY OF NASHWAUK

02/21/20 2:40 PM

Page 3

*Claim Register©

22420CLAIM1

February 2020

Cash Payment E 100-49240-130 Employer Paid Health Ins/ march 2020 ins prems \$1,035.00
 Invoice

Transaction Date 2/21/2020 Due 2/21/2020 Checking Account 10100 Total \$1,035.00

Claim# 35403 MEDS-1 AMBULANCE SERVICE INC

Cash Payment E 650-48000-310 Training 3 Students EMT course Hopke, Castagneri, BJohnson \$2,100.00
 Invoice 2360

Cash Payment E 660-48660-310 Training 3 Students EMT course Hopke, Castagneri, BJohnson \$2,100.00
 Invoice 2360

Transaction Date 2/21/2020 Due 2/21/2020 Checking Account 10100 Total \$4,200.00

Claim# 35404 MESABI RANGE VIRGINIA CAMPUS

Cash Payment E 650-48000-310 Training EMT Course 1 student with books ssvoboda \$865.65
 Invoice 20205/ssvoboda

Cash Payment E 660-48660-310 Training EMT Course 1 student with books ssvoboda \$865.65
 Invoice 20205/ssvoboda

Transaction Date 2/21/2020 Due 2/21/2020 Checking Account 10100 Total \$1,731.30

Claim# 35405 MN CHIEFS OF POLICE ASSOC

Cash Payment E 100-42100-325 Dues & Maintenance Plans membership renewal 2020 \$199.00
 Invoice 9959

Transaction Date 2/21/2020 Due 2/21/2020 Checking Account 10100 Total \$199.00

Claim# 35406 MINNESOTA ENERGY RESOURCES

Cash Payment E 100-43100-383 Gas Utilities gas services Jan 2020 \$306.76
 Invoice

Cash Payment E 100-45100-383 Gas Utilities gas services Jan 2020 \$1,149.00
 Invoice

Cash Payment E 100-41940-383 Gas Utilities gas services Jan 2020 \$552.14
 Invoice

Transaction Date 2/21/2020 Due 2/21/2020 Checking Account 10100 Total \$2,007.90

Claim# 35407 MN DEPT OF HEALTH-ENVIRO

Cash Payment E 100-45100-306 State Permits & License RV LOT license 2020 \$115.00
 Invoice

Transaction Date 2/21/2020 Due 2/21/2020 Checking Account 10100 Total \$115.00

Claim# 35408 NATIONS MEDICAL CONSULTING L

Cash Payment E 650-48000-300 Professional Svcs (GENER Medical director svcs Jan 2020 \$352.71
 Invoice 9

Cash Payment E 660-48660-300 Professional Svcs (GENER Medical director svcs Jan 2020 \$352.71
 Invoice 9

Transaction Date 2/21/2020 Due 2/21/2020 Checking Account 10100 Total \$705.42

Claim# 35409 PURCHASE POWER

Cash Payment E 650-48000-222 Postage postage \$14.25
 Invoice

Cash Payment E 100-41100-222 Postage postage \$188.57
 Invoice

Cash Payment E 660-48660-222 Postage postage \$14.25
 Invoice

CITY OF NASHWAUK

02/21/20 2:40 PM

Page 4

*Claim Register©

22420CLAIM1

February 2020

Cash Payment Invoice	E 601-49000-222 Postage	postage				\$75.98
Cash Payment Invoice	E 602-49020-222 Postage	postage				\$75.98
Cash Payment Invoice	E 603-49030-222 Postage	postage				\$75.98
Cash Payment Invoice	E 604-49040-222 Postage	postage				\$75.98
Transaction Date	2/21/2020	Due 2/21/2020	Checking Account	10100	Total	\$520.99
Claim#	35410 RANGE REGIONAL HEALTH SERVIC					
Cash Payment Invoice	E 100-43100-305 Medical Fees	medical fees				\$306.00
Cash Payment Invoice	E 650-48000-305 Medical Fees	medical fees				\$56.50
Cash Payment Invoice	E 660-48660-305 Medical Fees	medical fees				\$56.50
Transaction Date	2/21/2020	Due 2/21/2020	Checking Account	10100	Total	\$419.00
Claim#	35411 STREICHERS					
Cash Payment Invoice	E 100-42100-431 Clothing Allowanc Savolain Savolainen clothing allowance					\$61.00
Cash Payment Invoice	E 100-42100-431 Clothing Allowanc Savolain Savolainen clothing polo shirt					\$44.99
Transaction Date	2/21/2020	Due 2/21/2020	Checking Account	10100	Total	\$105.99
Claim#	35412 STRYKER SALES CORPORATION					
Cash Payment Invoice	E 650-48000-580 Other Equipment	power kit				\$1,616.73
Cash Payment Invoice	E 660-48660-580 Other Equipment	power kit				\$1,616.73
Cash Payment Invoice	E 650-48000-580 Other Equipment	Stair pro model				\$1,549.64
Cash Payment Invoice	E 660-48660-580 Other Equipment	stair pro model				\$1,549.64
Cash Payment Invoice	E 650-48000-580 Other Equipment	lifepak 15 monitor/defib				\$13,653.12
Cash Payment Invoice	E 660-48660-580 Other Equipment	lifepak 15 monitor/defib				\$13,653.13
Transaction Date	2/21/2020	Due 2/21/2020	Checking Account	10100	Total	\$33,638.99
Claim#	35413 SUN LIFE FINANCIAL					
Cash Payment Invoice	E 100-42100-131 Employer Paid Life/LTD	LTD prems Mar 2020				\$76.69
Cash Payment Invoice	E 100-43100-131 Employer Paid Life/LTD	LTD prems Mar 2020				\$370.16
Cash Payment Invoice	E 100-41400-131 Employer Paid Life/LTD	LTD prems Mar 2020				\$39.90
Transaction Date	2/21/2020	Due 2/21/2020	Checking Account	10100	Total	\$486.75
Claim#	35414 TJS AUTO REPAIR INC					
Cash Payment Invoice	E 650-48000-452 2012-2013 Ambulance 150 vehicle repair plugs and boots					\$708.14

CITY OF NASHWAUK

02/21/20 2:40 PM

Page 5

*Claim Register©

22420CLAIM1

February 2020

Transaction Date 2/21/2020 Due 2/21/2020 Checking Account 10100 Total \$708.14

Claim Type

Tota

\$65,822.35

Pre-Written Checks	\$16,025.07
Checks to be Generated by the Compute	\$49,797.28
Total	\$65,822.35

NAME	YES	NO	ABSTAIN
1) _____			
2) _____			
3) _____			
4) _____			
5) _____			



Date: March 1, 2020
To: City of Nashwauk Business Owners
From: Mayor Cal Saari and Nashwauk City Council Members
Subject: Downtown Business District Survey

The City of Nashwauk is undertaking a community needs assessment to determine interest by business and residential property owners in a comprehensive strategy to implement a City of Nashwauk Revitalization Program. The City Council is considering downtown redevelopment, neighborhood housing rehabilitation, and the renovation of the existing hockey arena to serve as a multi-use community center as part of this strategy.

As a downtown business property owner, you are receiving this survey to determine your interest in participating in a Downtown Redevelopment Program. The proposed program would provide up to 80% grants leveraged with low interest loans to business owners to improve the conditions of their business properties. If interest in such a program is determined, the City of Nashwauk would pursue regional, state, and federal funding opportunities on behalf of businesses wishing to participate in the downtown redevelopment effort.

Your response is critical to determining interest and subsequently to the success of securing funding for the proposed project. If you have questions regarding this survey or the downtown redevelopment program, please contact Dick Grabko, at 218.244.1164. Mr. Grabko is the consultant hired by the City of Nashwauk to facilitate this project.

Please return the survey documents by March 31, 2020. You may mail them to City of Nashwauk, 301 Central Avenue, Nashwauk, MN 55769; email them to akurttock@cityofnashwauk.com; or put them in the deposit box outside of City Hall at the above address.

Thank you kindly.

**City of Nashwauk
Small Cities Development Program
Commercial Building Owner Intent to Participate Form**

Building Owner Name / Mailing Address

Phone: _____

Building address if different:

Building is _____ Occupied _____ Vacant

If occupied, occupied by # _____ Owner _____ Commercial tenant

This signed form shows my intent to participate in the proposed Small Cities Development Program (SCDP) Commercial Rehabilitation Program as outlined below:

I understand that:

- If the City of Nashwauk is awarded SCDP grants fund, that applicants will be prioritized on a first come, first serve basis, based on the completion of a full application packet.
- The work items eligible for SCDP funds are generally limited to repairs or replacement of existing, deteriorating exterior features, such as windows, doors, roofs, siding, etc. as well as energy improvements and to correct building code violations.
- I am identifying the following work items as being needed for my building:

The proposed SCDP funding would be a combination of 0% deferred forgivable loans, low interest loans and owner financing for the total cost of rehabilitation. Project funding breakdown is as follows:

80 % SCDP Funding or up to a maximum limit of \$38,500

20% Private Match

My owner's share of the property improvement costs must be secured and deposited in an escrow account before construction can begin.

There will be liens placed upon my building for the SCDP loan. The SCDP 0% deferred forgivable loan has a 5-year term. If the building is sold or changes owners during the term of the loans, all or some of the SCDP loan balances must be re-paid.

The rehabilitation must be coordinated through the Nashwauk SCDP Program and competitive bidding and federal wage rates and terms will apply to the projects. Any improvement done before coordinating with the City will not be eligible for SCDP funding.

Rehabilitation staff will have the final determination as to whether a property is eligible for SCDP funding, based on the program requirements.

After reviewing the above, including the requirement for private funds, I am interested in participating in this program.

Building Owner Signature

Date

SMALL CITIES DEVELOPMENT PROGRAM
NASHWAUK COMMERCIAL REHABILITATION
INFORMATION SHEET

Eligibility

Application- The applicant will need to complete an application for the SCDP program that requires proof of property ownership, proof of current taxes, insurance and mortgage. Applications are not accepted until the grant funds are awarded and all Federal requirements are met. Applications are processed on a first come, first served basis. Applicants shall be limited to no more than two (2) commercial rehabilitation projects (unless otherwise approved).

Ownership- The applicant must own a commercial property with a specific target area. Ownership may include contract for Deed. Properties under contract for purchase are not eligible until transaction occurs.

Target Areas- Commercial buildings must be located in specified target areas. Target areas are determined by city officials.

Real Estate Taxes- An applicant must be current with their real estate taxes to be eligible for an SCDP rehab loan.

Property Insurance- An applicant must have a current commercial business insurance policy on the property to be eligible for an SCDP loan.

LOAN FUNDING INFORMATION

Loan Amount- The maximum amount of SCDP assistance is 80%. SCDP rehab assistance will cover 80% or maximum of \$38,500 of construction cost. Exact loan amounts will be determined on a per project basis through the bidding process.

Loan Terms

- 1) 0% deferred, forgivable loan with a five-year term. This loan will not accrue interest, will not require a monthly payment and will be forgiven 1/5th per year, or will be fully forgiven if the property does not change ownership within 5 years. If the property is sold, transferred, conveyed or ceases, the remaining principal is due and payable to the grantee and will be placed in a revolving loan fund.

CONSTRUCTION PROCESS

- **Eligible Repairs-** SCDP loan funds may be used to cover costs of the following improvement items:

- Exterior Renovation- siding, roofing, windows, doors, brickwork etc.
- Structural Repairs
- Mechanical Repairs / Replacements- code issues
- Electrical System Repairs- code issues
- Accessibility Modifications (a priority)
- Signage and Awnings
- Energy Improvements
- Elimination of Asbestos
- Historic Renovation: if the Minnesota Historical Society has determined structure historically significant, The Minnesota Historical Society must review plans for exterior improvements to the structure. MHS mandated repairs are a priority.

Non-eligible Repairs- SCDP loan funds may not be used to cover costs of the following improvement items

- Interior repairs that are not related to an eligible repair
- Interior electrical fixtures and receptacles
- Plumbing fixtures not related to accessibility modifications
- Air conditioning
- Interior shelving
- Floor covering
- Any item pertaining to the specific business and not related to building in general.

Examples: kitchen equipment for restaurant, cash registers for retail etc.

Please note: Non eligible repairs CAN be covered by owners' funds.

Property Inspection- Staff will complete an inspection to determine required project items such as asbestos removal. At that time, staff and applicant will also discuss what other improvements they would like to have included in their project.

Scope of Work- Staff will develop specifications for work to be done based on information from the initial property inspection. Owners will approve their scope of work before it is sent out for bid.

Contractors- Staff will put together a list of participating general contractors. All contractors will have an application form on file, as well as a current MN Contractor's License and current insurance.

Davis Bacon Requirements- Because this program utilizes Federal funding, any project with a cost of \$2,000 is governed by Davis Bacon and Related Acts. Staff educates contractors on requirements, to include using a General Wage Decision when calculating bids.

Bid Packets/ Selection- Owners will select which contractors receive bid packets. After receipt of bids, owners select a bid and provide staff with their selection.

Contracts- A contract is signed between the contractor and the owner for work to be done. Contracts must be executed before work can start.

Repayment Agreement- The owner will enter into a loan agreement with the Grantee to accept the conditions of the SCDP rehab loans. Agreements must be executed before work can start.

Owner Match Funds- Owner match funds must be in place before work can start.

Notice to Proceed- Once all documents are executed and funding is in place, staff will send a letter notifying the contractor that the work may begin.

Contractor Payments- Payments can be made on a partial basis when and /or all work has been completed. When requesting payment, contractors must submit an invoice for payment, signed lien waiver and payroll reports. In order to release funds for payment, staff must inspect the property and the owner must give signed permission to pay the contractor.

Project Completion- Upon completion, the repayment agreement is filed at the County Recorder's office.

**CITY OF NASHWAUK
RESOLUTION NO. 2020-04**

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

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

**WHEREAS THE City of Nashwauk approves of the application for the RECREATION CENTER
RENOVATIONS APPLICATION GRANT project; and**

**WHEREAS THE City of Nashwauk 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:

Absent:

**Whereupon said Resolution No. 2020-04 was declared duly passed and adopted this 24 day of
February 2020.**

Calvin Saari, Mayor

April Kurtock, City Administrator/City Clerk

MCGRANN SHEA CARNIVAL STRAUGHN & LAMB, CHARTERED

MEMORANDUM

To: April Kurtock
From: Kaela Brennan
Date: February 13, 2020
Re: Draft Wastewater, Sewer Ordinances
Our File No.: 60732-0011

This memo will summarize some questions and comments concerning the draft ordinances.

1. Proper Governing Body. As we've discussed, the NPUC currently sets rates and determines utility regulations. I understand that it is desirable for the NPUC to continue that role.

a. Existing Ordinance. The City currently has an ordinance (Chapter 51) concerning sewers. We believe it was adopted before the creation of the NPUC. To avoid overlapping regulations/fees, it likely would be appropriate for the City Council to repeal the chapter as part of this process. Section 3.1 of the ordinance should be deleted (sewer utility already exists).

b. Criminal Penalties/Assessments/Condemnation. There are several provisions concerning criminal penalties, and it is uncertain whether the NPUC may enact and enforce these provisions. (See Section 9.1(d), 12.2, 12.3 hearing process). There are also multiple references to "assessments" and it is unclear if special assessment process is intended (E.g., Section 12.6). The draft contains multiple references to determining a variance or similar (Article 13). And eminent domain is also referenced (Section 12.8). Some of these items may need to be reserved for the City Council.

c. City or Commission. Although the draft highlights the term "city council," there are also many references to the "City" that should also be evaluated as to whether a more specific term is appropriate (such as city council or commission). References to "ordinances" (including setting fees/rates) should be evaluated if a city council does not issue them. (See Sections 8.9(a), 11.2(a)).

d. Potential Decisionmakers. It seems that there are at least four categories of potential decisionmakers: (1) Technical staff (Superintendent or Engineer); (2) NPUC; (3) City Council; and (4) EIJSB. It may be helpful to understand what role or decisions each of these bodies is contemplated to make. For example, I understand that it is contemplated that the NPUC will determine rates within the

City of Nashwauk. Will other communities determine their own rates, but sufficient to operate the project as a whole?

e. OM&R Costs. (Section 1.46). Who determines? (EIJSB, NPUC, other?) (Section 11.6(e) suggests that the City Clerk/Treasurer compiles information and 11.6(f) references the City Council). Understanding that it may encompass documents outside these ordinances, how will the various charges be determined, and how to assure adequate payment for any project expenses (including bonds or other financing)? If there is a shortfall for the overall project, how is that addressed?

f. EIJSB Role (Section 2.2). It would be helpful to better understand the anticipated duties of the EIJSB and its relationship with Nashwauk under these ordinances. Section 2.2 states that the ordinance is intended to be consistent with Board policies, procedures, and ordinances, and that Board ordinances are controlling. In other places, it is stated that both the City Council and the Board must approve items (such as sand interceptors in Section 8.7(a); is this desired?

2. Delinquencies/Collections. It is unclear how delinquent accounts will be handled as a practical matter. The draft authorizes a late fee and various collection activities (Section 11.6(d)), but it is unclear how they may be enforced and who will take on these duties. Other options could be to consider an initial deposit, or pursue revenue recapture in the event of a delinquent account. Section 12.5 references multiple options; consider using "and" instead of "or" in case multiple remedies may apply. Consider verifying whether these charges may be certified through County Auditor (Section 12.5(a)(iii)).

3. Accounting. Who oversees the funds for the project? The Commission, the City Council, and/or the EIJSB? (Section 11.5 establishes an "income fund." Is that similar to an enterprise fund that are typical for utility funds?)

4. Other Staffing. As we discussed, it is unclear how the project will be staffed. For example, there are references to the Engineer (Section 1.21) and the Superintendent (Section 1.74). It would be helpful to consider what positions are contemplated to enforce and oversee these regulations. In addition to these technical positions, there will be other duties needed such as billing, collection, accounting, and perhaps other services.

5. User Contracts. Consider clarifying intent of Section 8.12.

6. Indemnification. In Section 10.2, is it required or prudent for the City or NPUC to affirmatively and broadly indemnify an owner?

7. "User v. Owner" Clarification. Section 11.1 and other sections in Article XI reference "owner." Should the defined term of "User" be considered? (See also Section 11.6(g) and 12.5(a)). Also, there are references in Article XI to "treatment facilities"; should a defined term be used?

**AMENDED AND RESTATED JOINT POWERS AGREEMENT
Relating to the East Itasca Joint Powers Board**

TABLE OF CONTENTS

ARTICLE I - RECITALS; DEFINITIONS; RULES OF INTERPRETATION	1
1.1 Recitals.....	1
1.2 Definitions.....	2
1.3 Rules of Interpretation	3
ARTICLE II - BOARD ESTABLISHED.....	4
2.1 Finding	4
2.2 Joint Powers Board Established; Composition; Purpose; Limitation	4
2.3 Party Approval Required	5
2.4 New Parties	5
2.5 Withdrawal of Members	5
ARTICLE III - BOARD COMPOSITION; ORGANIZATION; OPERATION; COMPENSATION	5
3.1 Composition of the Board; Members.....	5
3.2 Election of Officers; Meetings of the Board.....	6
3.3 Organization; Bylaws; Officers	6
3.4 Meetings Must be Open; Minutes Will be Taken.....	6
3.5 Compensation	6
3.6 Voting	7
3.7 Execution of Documents.....	7
ARTICLE IV - POWERS AND DUTIES OF THE BOARD	7
4.1 Powers.....	7
4.2 Duties	8
4.3 Indemnity and Insurance.....	9
ARTICLE V - FINANCIAL MATTERS; RECORD KEEPING;.....	9
CAPITAL EXPENDITURES	9
5.1 Financial Obligations of the Parties	9
5.2 Financial Obligations of the Board	10
5.3 Fiscal Year	10
5.4 Budget.....	10
5.5 Audit	10
5.6 Capital Expenditures.....	10
5.7 Project Financing.	11
ARTICLE VI - EMPLOYEES.....	14
6.1 Job Descriptions.....	14
6.2 Fringe Benefits.....	14
6.3 System Superintendent.....	14
ARTICLE VII - ORDINANCES	14
7.1 Adoption of Ordinances.....	14
7.2 Enforcement of Ordinances	14
ARTICLE VIII - ENFORCEMENT; DURATION, DISPUTE RESOLUTION	14
8.1 Parties Must Negotiate.....	14

8.2	Duration; Distribution of Assets	15
ARTICLE IX - MISCELLANEOUS.....		15
9.1	Amendments	15
9.2	Severability	15
9.3	Notices	15
9.4	Entire Agreement	15
9.5	Counterparts.....	15
9.6	Effective Date	15
9.7	Termination of Other Agreements	15

**JOINT POWERS AGREEMENT
Relating to the East Itasca Joint Powers Board**

This JOINT POWERS AGREEMENT (this "Agreement") is entered into on the effective date described in Section 9.6 below, by and between the City of Nashwauk ("Nashwauk"), the City of Keewatin ("Keewatin") and the Town of Lone Pine ("Lone Pine"), all in Itasca County, Minnesota (the City of Nashwauk and the City of Keewatin are collectively referred to herein as the "Cities" and the Town of Lone Pine "Town" or collectively together the "Parties" and individually referred to herein as a "Party"), for and in consideration of the promises, the mutual advantages to be derived therefrom and in consideration of the mutual covenants contained in this agreement, it is agreed by and between the Parties as follows:

ARTICLE I - RECITALS; DEFINITIONS; RULES OF INTERPRETATION

1.1 Recitals. The Parties make the following recitals of fact which are incorporated and made part of this Agreement:

A. This Agreement is being entered into pursuant to Minnesota Statutes, Section 471.59 (the "Act") and amends and replaces in its entirety that Joint Powers Agreement for Wastewater Treatment Plan dated _____, and all amendments thereto. The Act states that two (2) or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the Parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised.

B. It has been determined by the Parties that public health and ground water protection is of value to the Parties on an individual and mutual basis.

C. The Parties have determined that it is beneficial to the Parties to share the cost to jointly operate, maintain, repair and replace the Wastewater Treatment Plant, certain portions of wastewater collection facilities of the Parties, and related administrative costs of the System.

D. The Parties anticipate the issuance of obligations to finance capital projects for the System (each a "Project"). The Parties may identify one or more of the Parties to act as an issuer of obligations to finance the Project (the "Issuers" or individually an "Issuer"). To provide financing for a Project, a Party may apply for approval of a loan from a state or federal governmental entity (an "Anticipated Loan"). The proceeds of an Anticipated Loan will be used to pay Project costs, or alternatively, the principal of any Temporary Obligations (defined below) issued to provide temporary financing for a such Project when due.

E. Currently, each of Nashwauk and Keewatin has applied for and anticipates approval of an Anticipated Loan from the State of Minnesota Public Facilities Authority (the "PFA"), for the purpose of providing funds to finance capital improvements to the System. Nashwauk has applied for a loan from the PFA to pay for improvements to the

Wastewater Treatment Plant (the "Nashwauk Project"). Keewatin has applied for a loan from the PFA to pay for improvements to portions of the wastewater collection facilities of the System (the "Keewatin Project"). The Nashwauk Project and Keewatin Project shall constitute a Project.

F. The Parties have agreed to cooperate, through this Agreement, in the issuance by each Issuer of: (i) one or more temporary bonds in the amount of an Anticipated Loan (the "Temporary Obligations"); and (ii) permanent obligations or additional temporary bonds as further described in Minnesota Statutes Section 475.61 issued to repay the Temporary Obligations and pay Project costs in an amount not greater than an Issuer's Anticipated Loan (the "Permanent Obligations" and together with the Temporary Obligations, the "Obligations" or individually, an "Obligation") to finance a Project.

G. Each Party has agreed to pay its allocated proportionate share of such Obligations as set forth in Exhibit A to this Agreement. The allocated proportionate share shall be adjusted or confirmed upon the issuance of an Obligation.

1.2 Definitions. The following terms have the meanings given, unless the context clearly indicates otherwise:

A. "Act" means Minnesota Statutes, Section 471.59, as the same may be amended from time to time.

B. "Agreement" means this Amended and Restated Joint Powers Agreement, as the same may be amended from time to time.

C. "Board" means the Joint Powers Board created in Section 2.2 of this Agreement, or any successor to its functions.

D. "Bylaws" means the bylaws adopted from time to time by the Board.

E. "Capital Expenditures" means costs of a type that would be properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of "placed in service" under the Reimbursement Rules) under general federal income tax principles in effect at the time the cost is paid, if the Obligor were a taxable corporation.

F. "City" or "Cities" means collectively, the City of Nashwauk and the City of Keewatin, or individually, either of them.

G. "GAAP" means generally accepted accounting principles applicable to municipalities as issued by the Governmental Accounting Standards Board (GASB) from time to time, consistently applied.

H. “Governing Body Representatives” means the members of the Board appointed by the Parties as described in Section 3.1a.i.(1) hereof.

I. “Keewatin” means the City of Keewatin, Minnesota.

J. “Nashwauk” means the City of Nashwauk, Minnesota.

K. “Party” or “Parties” means collectively, the signatories to this Agreement, or individually, one of the signatories to this Agreement.

L. “State” means the State of Minnesota.

M. “System” means the Wastewater Treatment Plant and all wastewater collection facilities jointly operated by the Board. *[Note: need to identify jointly maintained assets]*

N. “Town” means the Town of Lone Pine, a public corporation and political subdivision of Itasca County, Minnesota.

O. “Wastewater Treatment Plant” means the wastewater treatment plant located in Nashwauk, which will serve the Parties to this Agreement.

1.3 Rules of Interpretation.

A. This Agreement must be interpreted in accordance with and governed by the laws of the State.

B. The words “herein,” “hereof” and “hereunder” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision hereof.

C. The article and section headings and the Table of Contents in this Agreement are for convenience of reference only and do not define, limit or affect the construction hereof.

D. References in this Agreement to any particular article, section or subdivision hereof are to the article, section or subdivision of this Agreement as originally executed.

E. All accounting terms not otherwise defined in this Agreement have the meanings assigned to them in accordance with GAAP; and all computations provided for in this Agreement must be made in accordance with GAAP consistently applied and applied on the same basis as in prior years.

F. Unless the context hereof clearly requires otherwise, the singular includes the plural and vice versa and the masculine includes the feminine and vice versa.

G. References to the governing body of a City, Town or a Party are references to the governing body as elected by the voters, and in the case of a vacancy on the governing body, such person or persons as are appointed by the remaining members of the governing body. Where reference is made to approval of a Party, such approval must be evidenced by an action of its governing body.

ARTICLE II - BOARD ESTABLISHED

2.1 Finding. It is found and determined that each of the Parties is authorized to enter into this Agreement pursuant to the Act.

2.2 Joint Powers Board Established; Composition; Purpose; Limitation.

A. *Board Established.* Pursuant to the Act, the Parties join together to establish a joint powers board known as the East Itasca Joint Powers Board (the "Board") as a public agency.

B. *Composition.* The Board consists of representatives of all of the local governments signatory to this Agreement and also those local governments which may in the future become signatory to this Agreement.

C. *Purpose.* The Board is established for the following purposes:

i. for the joint and mutual operation of the centralized Wastewater Treatment Plant and related wastewater collection facilities;

ii. to provide the equipment, services and other items necessary and appropriate for the establishment, operation and maintenance of the System, including the Wastewater Treatment Plant for the joint and mutual benefit of the Parties;

iii. to provide wastewater collection and treatment services on a contract basis to other governmental units;

iv. to plan for and provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding wastewater collection and treatment within the Parties; and

v. to assist the parties in the exercise of their powers under Minnesota Statutes, Chapter 429 and Sections 115.46 and 444.075. [MFS]

D. *Limitation.* No contract, employment, purchase, debt, liability, or obligation of the Board over \$25,000 will be binding upon or obligate any Party unless the governing body of such Party specifically consents thereto.

2.3 Party Approval Required.

A *Parties are Members.* Each Party is entitled to representation on the Board and the rights and privileges of membership. Each Party is subject to all obligations of membership. Each local governmental unit signing this Agreement and each local governmental unit which may in the future sign this Agreement.

B *Approval by Each Party Required.* Prior to execution of this Agreement, each Party must deliver to the other a certified copy of a resolution or minutes showing an action of its governing body authorizing and directing the execution of this Agreement.

2.4 New Parties.

A. Participation in the Board is contingent upon the execution of this Agreement. New Parties will be admitted upon a majority vote of the members of the Board. The terms and conditions of admission will be determined by the Board.

B. *Assumption of Liabilities.* All new Parties will become subject to existing debts and liabilities of Board to the same extent as all other Parties.

2.5 Withdrawal of Members. Upon mutual agreement of all of the Parties in writing, any Party to this Agreement may cease to be a Party and may withdraw from the Board if any one (1) of the following conditions are met:

A. the wastewater collection system can be and is turned over to another legal entity that is mutually agreeable to all Parties;

B. there is no outstanding indebtedness incurred by any of the Parties or by the Board with respect to the System;

C. payment or defeasance in full of a withdrawing Party's proportionate share of all outstanding obligations incurred by the Board or a Party with respect to the System, including the BAN and Permanent Obligations; or

D. the Parties mutually agree that the Board and this Agreement are no longer necessary.

ARTICLE III - BOARD COMPOSITION; ORGANIZATION; OPERATION; COMPENSATION

3.1 Composition of the Board; Members.

A. *Members.* The Board shall be composed of four (4) members, consisting of;

i. one member of the governing body of each Party; and

ii. one member who shall be a member of a governing body of a Party, appointed on a rotating basis commencing with a representative from _____.

B. *Term.* Each Board member serves until their successor on the governing body of a Party has qualified, except that the rotating member shall serve for a one year term.

C. *Vacancies.* If a vacancy in the voting membership of the Board results from the vacancy in the governing body of a Party, the person appointed or elected by the Party to fill the vacancy in the Party's governing body will also fill the vacancy on the Board.

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

3.2 Election of Officers; Meetings of the Board. The Board shall:

A. elect officers; and

B. establish a schedule of meeting dates and method of notice, manner of payment of expenditures and any other procedural items deemed necessary to carry out the intent of this Agreement.

3.3 Organization; Bylaws; Officers. The Board may organize itself as it sees fit, provided that:

A. *Bylaws.* The Board must adopt Bylaws for the purpose of outlining the operational procedures to be followed by the Board, its officers and employees in carrying out the purposes set forth herein. If at any time a conflict should arise between the provisions of the Bylaws and the provisions and directives of the Act or this Agreement, the provisions and directives of the Act or this Agreement, as the case may be, will in all cases be controlling.

B. *Officers.* The Board may provide in the Bylaws for such officers as may be necessary for the conduct of its operations, provided that the Party from whom the presiding officer is selected shall not be able to select the vice presiding officer of the Board.

3.4 Meetings Must be Open; Minutes Will be Taken. Except as provided in Minnesota Statutes, Chapter 13D, all meetings of the Board must be open to the public. The Board must keep minutes of its proceedings as a public record. The Board must provide an opportunity for public comment at each of its regular meetings.

3.5 Compensation. Members of the Board must serve without compensation, but may be paid their actual expenses while engaged in performing the duties of their office or

otherwise engaged in the business of the Board, upon submission of vouchers and/or receipts therefor. The Board will establish per diem rates for the conduct of official business and attendance at meetings on behalf of the Board. Members of the Board will be reimbursed for their mileage expenses at the federal mileage reimbursement rate then in effect.

3.6 Voting.

A. *Quorum.* A quorum for the transaction of all business by the Board consists of a majority of the voting members of the Board; provided that each Party has at least one member in attendance.

B. *One (1) Vote Per Member.* Each member of the Board in attendance will have one (1) vote.

C. *No Proxy Voting.* Proxy votes are not allowed.

D. *Majority Vote Required.* A majority vote of the members of the Board in attendance is necessary for any action.

3.7 Execution of Documents. All contracts, bonds, certificates of indebtedness and all instruments of every kind to which the Board is a party, must be executed in the name of the Board by the Chair of the Board and countersigned by the recording officer unless otherwise provided by resolution of the Board.

ARTICLE IV - POWERS AND DUTIES OF THE BOARD

4.1 Powers. The Board has the powers set forth in the Act and those powers necessary and incidental to carrying out the purposes set forth in this Agreement; including but not limited to the following:

A. The Board may make and enter into contracts in its own name subject to Minnesota Statutes 471.345, including contracts for providing services to other governmental units.

B. The Board may employ agents and employees and the necessary personnel for the operation and maintenance of the System.

C. The Board may acquire, purchase, lease, hold and dispose of property, both real and personal.

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

E. The Board may sue in its own name.

F. The Board may recommend the establishment of a fee schedule for its services which must be approved by the Parties.

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

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

I. The Board shall invoice the Parties for their proportionate share of the cost to operate, maintain, and repair the System ("OM&R"), and for all administrative costs of the Board, including but not limited to _____

J. The Board shall have such other powers as may be delegated by the Parties from time to time.

4.2 Duties. The duties of the Board include, but are not limited to the following:

A. The Board shall determine general policy of Board.

B. The Board shall hire auditors for annual audit of financial affairs of Board at the end of each fiscal year and provide for such report to be delivered to each Party.

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

D. The Board shall select banks as depositories by resolution.

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

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

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

4.3 Indemnity and Insurance.

A. The Board must keep in full force and effect a liability insurance policy with the maximum limits of liability established in Minnesota Statutes, Chapter 466, as the same is amended from time to time.

B. The Board according to Minnesota Statutes Chapter 466, Tort Liability, Political Subdivisions, “. . . shall indemnify all of its officers and employees, whether elective or appointive, for damages, including punitive damages, claimed or levied against the officer or employee, provided that the officer or employee: (1) was acting in the performance of the duties of the position; and (2) was not guilty of malfeasance in office, willful neglect of duty, or bad faith.”

ARTICLE V - FINANCIAL MATTERS; RECORD KEEPING; CAPITAL EXPENDITURES

5.1 Financial Obligations of the Parties.

A. *Payment of Expenses.* Each Party agrees to pay its allocated proportionate share as set forth in Exhibit A of OM&R incurred by or on behalf of the Board and all other administrative costs of the Board, including but not limited to legal, photocopying, mailing and publishing costs and the like. [REDACTED]

B. *Billing.*

i. The Board will bill the Parties for their proportionate share of the costs incurred hereunder.

ii. Payment must be made within 35 days of submission of a bill by the Board to the respective Party. In the event that payment by a Party is not made within sixty (60) days of the date of the Board's written request for such payment, the Party so in default will not be entitled to vote in the business of the Board until the default is remedied.

iii. In no event may a Party refuse to make any payment as billed by the Board. Any dispute over the payment of a Party for their proportionate share of the costs involved, and division of payment thereof will be resolved in accordance with this Agreement. The Parties agree that the sole recourse of any of them is to seek a refund from the Board of any overpayment.

C. *Accounting; Record Keeping.* Each Party will maintain a separate bookkeeping account for each System, or Project, as the case may be.

5.2 Financial Obligations of the Board.

A. *Disbursements.* The method used by the Board to disburse funds must agree as far as practicable with the method provided by law for the disbursement of funds by the Parties and shall be set forth in the Bylaws.

B. *Contracts; Purchasing.* Contracts let and purchases made by the Board must conform to the requirements applicable to contracts and purchases of the Parties. No contract for purchase exceeding \$25,000 in amount may be made unless approved by the governing bodies of the Parties.

C. *Record Keeping.* Strict accountability of all funds and report of all receipts and disbursements must be provided for by Board. The Board must maintain separate bookkeeping accounts for the System.

D. *Depositories and Investments.* Minnesota Statutes, Chapter 118A governs all depositories and investment of Board funds.

E. *Deposit of Funds Required.* All income of the Board must be deposited in the Board treasury and held and disposed of as the Board may direct for Board purposes, subject to any pledges or dedications made by the Board or the Parties for the use of particular funds for the payment of bonds or interest thereon or expenses incident thereto or for other specific purposes.

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

5.3 Fiscal Year. The fiscal year of Board commences January 1 and ends on December 31.

5.4 Budget. A proposed budget must be prepared by the Board and presented to the Parties no later than September 15 in each and every year. An annual budget must be adopted by the Board at its regular January meeting each year.

5.5 Audit.

A. The Board must call for an annual audit of the financial affairs of Board, to be made by a Certified Public Accountant (CPA) at the end of each fiscal year in accordance with GAAP.

B. An original copy of the annual audit report must be delivered to each Party.

5.6 Capital Expenditures. No Capital Expenditures in excess of \$25,000 shall be made unless approved by the governing body of each Party. The issuance of an Obligation by a

Party to pay for Capital Expenditures for the System must be approved by unanimous vote of the Board and must be approved by the governing body of each Party.

5.7 Project Financing.

A. Upon identification of a Project, the Board may select an Issuer or Issuers to issue Obligations to finance the Project.

B. Upon notification of selection by the Board, the Issuer or Issuers shall apply for such Anticipated Loan, grants or other financing sources as the Board may direct to finance a Project.

C. Each Issuer covenants with the other Parties that:

(i) upon approval by all Parties to incur temporary financing to pay Project costs prior to receipt of approval of an Anticipated Loan, or upon receipt by each Issuer of a commitment for permanent financing, each Issuer will adopt a resolution: (a) authorizing the issuance of Temporary Obligations; (b) pledging the Anticipated Loan, payments from the Parties on their respective loan anticipation note and net revenues of its sewer utility, including its portion of the System for payment of the Temporary Obligations; (c) covenanting and agreeing that if the Temporary Obligations cannot be paid on maturity from proceeds of its Anticipated Loan and net revenues of its sewer utility, including its portion of the System, the Temporary Obligations will be paid from definite obligations or additional temporary bonds as provided in Minn. Stat. §475.61; and (d) approving the levy of ad valorem taxes without limitation as to rate or amount in the event the Anticipated Loan and net revenues of its sewer utility, including its portion of the System are insufficient for payment of the Temporary Obligations.

(ii) The Permanent Obligations, when issued, shall be a general obligation of each Issuer issued pursuant to Minnesota Statutes, Sections 115.46 and 444.075, and Chapter 475. The Issuer will pledge net revenues derived from operation of its sewer utility, including its portion of the System and its full faith, credit and taxing powers to pay the principal of and interest on the Permanent Obligations when due.

D. Each Party covenants with each Issuer that:

(i) With respect to any Temporary Obligations, upon approval by the Parties to incur temporary financing to pay Project costs prior to receipt of approval of an Anticipated Loan, or upon receipt by each Issuer of a commitment for permanent financing, the Parties will each adopt a resolution (i) authorizing the issuance by the Issuer of its allocated proportionate share as set forth in Exhibit A of the Temporary Obligations on behalf of the Party; (ii) authorizing issuance and delivery to the Issuer by the Party of its general obligation loan anticipation note in the amount of its allocated proportionate share of the

Temporary Obligation, plus interest thereon payable at the same interest rate as the Temporary Obligation; (iii) pledging net revenues of its sewer utility, including its proportionate share of the System and the full, faith and credit and taxing powers of the Party for payment of its allocated proportionate share as set forth in Exhibit A of the Temporary Obligation, plus interest thereon payable at the same interest rate as the Temporary Obligation.

(ii) With respect to the Permanent Obligations, the Party will adopt a resolution (i) authorizing the issuance by the Issuer of its allocated proportionate share as set forth in Exhibit A of the Permanent Obligations on behalf of the Party; (ii) authorizing issuance and delivery to the Issuer by the Party of its general obligation sewer revenue note in the amount of its allocated proportionate share as set forth in Exhibit A of the Permanent Obligations, plus interest thereon payable at the same interest rate as the Permanent Obligations; (iii) pledging net revenues of its sewer utility, including its proportionate share of the System and the full, faith and credit and taxing powers of the Party for payment of its allocated proportionate share as set forth in Exhibit A of the Permanent Obligations, plus interest thereon payable at the same interest rate as the Permanent Obligations.

E. For each Temporary Obligation:

(i) the respective Issuer will create a fund designated as the Temporary Obligation Debt Service Fund into which it will deposit payments from the Parties on their loan anticipation notes, an Anticipated Loan and net revenues collected for payment of the Temporary Obligation and proceeds of any Permanent Obligations from which it will pay principal of and interest on the Temporary Obligation as the same become due.

(ii) the respective Issuer will create a fund designated the Temporary Obligation Construction Account (the "Construction Account"), into which it will deposit all proceeds of a Temporary Obligation. From the Construction Account there shall be paid all costs and expenses of making the Project, including, preliminary expenses, the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in the Act and Minnesota Statutes, Section 475.65; and the monies in said account shall be used for no other purpose except as otherwise provided by law; provided that if upon completion of the Project there shall remain any unexpended balance in the Construction Account, the balance shall be transferred to the Issuer's Temporary Obligation Debt Service Fund. Other costs for which payment from the Construction Account is authorized shall include costs of legal, financial advisory, and other provisional services, printing and publication costs, and costs of issuance of the Temporary Obligation.

F. Proceeds of each Issuer's Anticipated Loan not used to pay the Temporary Obligations in full shall be used to pay Project costs.

G. In the authorizing resolution to be adopted by each Issuer authorizing the Permanent Obligations the Issuer will create a fund designated as the "Permanent Obligations Debt Service Fund" into which it will deposit net revenues of its sewer utility, including its portion of the System collected by the Issuer including net revenues received from the Parties and the Board for payment of the Permanent Obligations from which it will pay principal of and interest on the Permanent Obligations as the same become due.

H. The Board shall assume all responsibilities for the operation and maintenance of the Project, including the replacement of equipment.

I. Each Party will at all times continue to impose, maintain and collect rates, charges and rentals for the services, facilities and benefits provided by the System (including the Project and all other additions and betterments to the System) to their inhabitants and industries and all others, such as will make the revenues of the System sufficient to meet all of the requirements of this Agreement, including to pay its respective allocated proportionate share of OM&R and the principal and interest due on the Obligations, and at least sufficient for the payment of all principal and interest currently due, and the maintenance of any such funds and accounts provided for in any such respective authorizing documents, and with respect to all bonds payable therefrom, including the Obligations.

J. Each Party will cause proper and adequate books of record and accounts to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the System, the monthly revenues derived from its operation, and the segregation and application of the revenues in accordance with any authorizing resolution, in such reasonable detail as may be determined by such Party in accordance with generally accepted accounting practices and principles.

K. The respective Issuer's Clerk-Treasurer (the "Clerk-Treasurer") shall manage the payment of the costs of the portion of the Project paid with the Issuer's Obligation or Obligations and payment of the principal and interest on the Obligations.

L. The Parties appoint the respective Issuer's Clerk-Treasurer to manage the respective Debt Service Funds described above. The money in each respective account shall be used for no purpose other than the payment of principal and interest on such Temporary Obligations or Permanent Obligations.

M. The Parties agree that the Board will invoice the Parties for its respective share of debt service due on any Obligations and such payments will be made to the respective Issuer for payment of principal and interest on such Obligations when due.

N. Monies on deposit in the funds and accounts managed by the Clerk-Treasurers may be invested in securities permitted by Minnesota Statutes, Chapter 118A; provided, that any such investments shall mature at such times and in such amounts as

will permit for payment of principal and interest on the Temporary Obligations and Permanent Obligations when due.

ARTICLE VI - EMPLOYEES

6.1 Job Descriptions. The number and the job descriptions of persons employed by Board will be determined by its Board.

6.2 Fringe Benefits. The Board will determine the extent and type of fringe benefits available for Board employees. The full cost of these benefits, including reasonable administrative expenses approved by the Board, will be borne by Board. For the purposes of obtaining fringe benefits, such as insurance and retirement benefits, Board personnel will be considered employees of Board.

6.3 System Superintendent. The Board may authorize the employment of one or more System superintendents. The job description(s) of the System superintendent(s) will be determined by the Board when and if it is determined that one or more System superintendent is necessary.

ARTICLE VII - ORDINANCES

7.1 Adoption of Ordinances. Ordinances of the Board are adopted as follows:

A. *Recommendation.* The Board shall make a recommendation regarding the adoption or amendment of ordinances to the Parties.

B. *Adoption by Parties.* Each Party to be affected by or regulated under a proposed ordinance must approve and adopt said ordinance as an ordinance of that Party in accordance with the legal requirements for adoption of ordinances applicable to such Party.

C. *Adoption by Board.* Upon adoption of an ordinance by the affected Parties, the ordinance must be approved and adopted by a majority vote of the Board. Each ordinance must then be signed by the presiding officer and attested by the recording officer.

7.2 Enforcement of Ordinances. The Board will enforce its ordinances on behalf of the Parties.

ARTICLE VIII - ENFORCEMENT; DURATION, DISPUTE RESOLUTION

8.1 Parties Must Negotiate. In cases of disputes pertaining to interpretation of the provisions of this Agreement, the Parties are expected to discuss and negotiate with each other in good faith to resolve the dispute. In cases where the negotiated conclusion produces an arrangement not covered by this Agreement, supplemental agreements may be adopted to clarify existing or to provide additional provisions.

8.2 Duration; Distribution of Assets.

A. *Duration.* This Agreement and Board will continue in effect until this Agreement is rescinded or canceled by mutual consent of all of the Parties.

B. *Disposition of Assets.* Upon termination of this Agreement, the disposition of any property acquired as the result of entering into this Agreement, and the return of any surplus moneys must be in proportion to the number of equivalent residential units (ERUs) served by the System within the Party prior to termination of this Agreement.

ARTICLE IX - MISCELLANEOUS

9.1 Amendments. This Agreement may not be amended, except by written agreement and resolution of all Parties.

9.2 Severability. If any part of this Agreement is adjudged invalid, such adjudication will not effect the validity of this Agreement as a whole or of any other part.

9.3 Notices. All notices required by this Agreement must be in writing. Any notice required under this Agreement will be deemed to be given on the date of mailing if sent by registered or certified mail, return receipt requested, to the address or addresses of the Parties following their signatures at the end of this Agreement.

9.4 Entire Agreement. It is understood and agreed that the entire agreement of the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties.

9.5 Counterparts. This document may be signed in duplicate originals.

9.6 Effective Date. This Agreement will become effective when signed by all of the Parties.

9.7 Termination of Other Agreements. All joint powers agreements or amendments previously entered into between the Parties relating to the East Itasca Joint Sewer Board are terminated and shall be of no further force or effect.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the undersigned local governments have set their signatures on the respective dates set forth below.

CITY OF NASHWAUK, MINNESOTA	
By _____ Mayor	_____, 2020
By _____ Clerk	_____, 2020

Signature page to Amended and Restated Joint Powers Agreement:

CITY OF KEEWATIN, MINNESOTA	
By _____ Mayor	_____, 2020
By _____ Clerk	_____, 2020

Signature page to Amended and Restated Joint Powers Agreement:

TOWN OF LONE PINE, MINNESOTA	
By _____ Chair	_____, 2020
By _____ Clerk	_____, 2020

EXHIBIT A
ALLOCATED PROPORTIONATE SHARE

M:\DOCS\20855-000000\AGM\183918704.DOC



January 17, 2020

City of Nashwauk
c/o City Clerk
301 Central Ave
Nashwauk, MN 55769

Dear City of Nashwauk:

My name is Cre Larson and I am the Executive Director of First Call for Help /2-1-1 which is the designated Information and Referral/Crisis Call Center for your entire county. Of the nearly 12,598 calls we took in 2019, you can be assured that many of those callers were your neighbors, friends or relatives. **Within the city located with your 55769 zip code we responded to 75 callers and provided 79 referrals to services.** We have found that **crisis does not just occur Monday-Friday 8:00 to 4:30** so we are available 24 hours a day, 7 days a week to help connect each of the residents of your city to resources that meet their needs.

We would like to submit this request to you, again this year, in efforts to gain the financial support necessary for First Call / 2-1-1 to continue to provide the most comprehensive and up-to-date services available to all residents in your area. **First Call does not receive any state or federal funding so your local support is vital to us!** In these difficult economic times, we like to think of it as an investment of between 50 cents and a dollar for each of your residents to provide them with free information, referral, crisis intervention, and many other services. Last year, individual "city" financial support ranged from \$250.00 to \$1,500.00 and we are looking forward to partnering with you in 2020. We **DO NOT** have, nor have we ever had, any eligibility requirements for our callers! Every call important to us and is answered quickly with live staff on the phone to meet your needs.

Would you please submit this request, as well as the 2020 Contract, which is included, at your next meeting? Also enclosed for your information, please find our First Call/2-1-1 tear card which will be delivered to each location you add to your "Outreach" request sheet. We would also, at this time, like to offer a First Call 2-1-1 Informational Presentation to your council. If you have any questions or would like to schedule a presentation, please feel free to call me at 326-8565 (or 1-800-442-8565).

Thank you in advance for your consideration.
Sincerely,

Cre Larson

Cre Larson
Executive Director

**CONTRACT FOR HEALTH, SOCIAL, OR
RECREATIONAL SERVICES**

WHEREAS, City of _____, _____ County, Minnesota (hereinafter "City") to contract with nonprofit organizations for up to \$10,000 a year for health, social, and recreational services if authorized by the City Electors and the City Council considers the services to be in the public interest and good for the city;

WHEREAS, First Call for Help (hereinafter "Organization") is a nonprofit organization that has the capability to provide health, social or recreational services to those within the City;

WHEREAS, at the annual City Council meeting held on _____, 20____, the City Council voted to authorize City to expend up to \$_____ to contract for services from the Organization;

WHEREAS, the amount authorized to be expended on the contract with Organization does not cause City to exceed the \$10,000 cumulative limit that can be expended;

WHEREAS, the City Council of Supervisors considers the services delivered by Organization to be in the public interest and good for City;

NOW, THEREFORE, in consideration of the mutual promises made herein and for other valuable consideration the receipt of which is hereby acknowledged, City Council and Organization agree as follows:

1. **Services Provided.** Organization agrees to provide or make available the following services to those living within City:

To provide free, confidential and nonjudgmental crisis intervention, active listening, and information and referral services 24 hours a day, 365 days a year, to the residents and agencies of your City area.

2. **Term.** This Agreement shall be in effect for one year from the date of execution indicated below unless a different term is set forth here:

3. **Cost.** City agrees to pay Organization a lump sum total of \$_____ for the services it is to provide under this Agreement.

4. **Indemnification, Hold Harmless, and Defend.** Any and all claims that arise or may arise against Organization, its agents, servants, or employees as a consequence of any act or omission on the part of the Organization or its agents, servants, or employees while engaged in the performance of the Agreement shall in no way be the obligation or responsibility of City. Organization shall indemnify, hold harmless, and

defend City, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which City, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of Organization, its agents, servants or employee, in the execution, performance, or failure to adequately perform Organization's obligations pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by City of any statutory limits or immunities from liability.

5. Independent Contractor. Organization acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between City and Organization or of any obligations or commitments beyond the terms of this Agreement.

6. Modification & Termination. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall be valid when they have been reduced to writing, and signed by City Council and Organization. City may terminate this Agreement, with or without cause, upon 30 days written notice.

7. Legal Compliance. Organization shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Organization is responsible. Organization shall procure, at Organization's expense, all permits, licenses, or other rights required for the provision of the services contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the _____ day of _____, 20_____.

CITY

ORGANIZATION

City of _____

By: _____
Print Name and Title

By: _____
Signature of Council Chair

Signature

Date: _____

Date: _____

Attest: _____
City Clerk

At the Council meeting held February 24, 2020, at 5:30 p.m., in the Nashwauk City Council Chambers, _____ offered the following Resolution and moved its adoption:

**CITY OF NASHWAUK
RESOLUTION NO. 2020-03**

RESOLUTION TO REINSTATE LOCAL BOARD OF APPEAL AND EQUALIZATION

WHEREAS, the City of Nashwauk is in compliance with the State of Minnesota Local Board of Appeal and Equalization Training Requirements; and,

WHEREAS, the City of Nashwauk City Council has certified to the Itasca County Assessor that one or more members have attended the appeals and equalization course within the last four years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nashwauk that the City Council of the City of Nashwauk does hereby transfer Board of Appeals and Equalization powers to the City of Nashwauk from Itasca County effective Assessment Year 2021.

The motion to adopt the foregoing Resolution was duly supported by _____ and upon being put to a vote, carried as follows:

FOR ADOPTION:

AGAINST ADOPTION:

ABSENT:

ABSTAINING:

Passed and adopted this 24 day of February 2020.

CITY OF NASHWAUK

Calvin Saari, Mayor

ATTEST:

April Kurtcock, Clerk-Treasurer

Office of the Revisor of Statutes

2019 Minnesota Statutes

Authenticate  PDF

274.014 LOCAL BOARDS; APPEALS AND EQUALIZATION COURSE AND MEETING REQUIREMENTS.

Subdivision 1. Handbook for local boards. By no later than January 1, 2005, the commissioner of revenue must develop a handbook detailing procedures, responsibilities, and requirements for local boards of appeal and equalization. The handbook must include, but need not be limited to, the role of the local board in the assessment process, the legal and policy reasons for fair and impartial appeal and equalization hearings, local board meeting procedures that foster fair and impartial assessment reviews and other best practices recommendations, quorum requirements for local boards, and explanations of alternate methods of appeal.

Subd. 2. Appeals and equalization course. Beginning in 2006, and each year thereafter, there must be at least one member at each meeting of a local board of appeal and equalization who has attended an appeals and equalization course developed or approved by the commissioner within the last four years, as certified by the commissioner. The course may be offered in conjunction with a meeting of the Minnesota League of Cities or the Minnesota Association of Townships. The course content must include, but need not be limited to, a review of the handbook developed by the commissioner under subdivision 1.

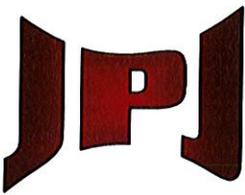
Subd. 3. Proof of compliance; transfer of duties. (a) Any city or town that conducts local boards of appeal and equalization meetings must comply with the training requirements of subdivision 2 by February 1, by having at least one member who has attended an appeals and equalization course described in subdivision 2 within the last four years. A city or town that does not comply with these requirements is deemed to have transferred its board of appeal and equalization powers to the county for a minimum of two assessment years, beginning with the current year's assessment and continuing thereafter unless the powers are reinstated under paragraph (c).

(b) The county shall notify the taxpayers when the board of appeal and equalization for a city or town has been transferred to the county under this subdivision and, prior to the meeting time of the county board of equalization, the county shall make available to those taxpayers a procedure for a review of the assessments, including, but not limited to, open book meetings. This alternate review process shall take place in April and May.

(c) A local board whose powers are transferred to the county under this subdivision may be reinstated by resolution of the governing body of the city or town and upon proof of compliance with the requirements of subdivision 2. The resolution and proofs must be provided to the county assessor by February 1 in order to be effective for the following year's assessment.

(d) A local board whose powers are transferred to the county under this subdivision may continue to employ a local assessor and is not deemed to have transferred its powers to make assessments.

History: 2003 c. 127 art. 2 s. 16; 2005 c. 151 art. 5 s. 25, 26; 2008 c. 366 art. 15 s. 16; 2014 c. 308 art. 10 s. 10; 1Sp2017 c. 1 art. 20 s. 8



Engineering

Land Surveying

Site Development

February 19, 2020

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

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

Dear Ms. Kurtock:

Enclosed are three copies of Final Payment Estimate No. 3 for the 2016 Improvements project. We recommend payment of \$5,283.66 to Mesabi Bituminous, Inc., P.O. Box 728, Gilbert, MN 55741 upon receipt of IC-134 forms, which have been received. This final payment estimate was received on February 19, 2020 from Mesabi Bituminous. Mesabi Bituminous delayed return of the final estimate for nearly 3 years even following numerous requests during this time to return the final documents.

After your review and approval, please have Mayor Saari sign and date all three copies of the final payment estimate, retain one copy for your files and return the remaining two 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

FINAL PAYMENT ESTIMATE

PROJECT: 2016 Improvements	PROJECT NO.: 16-236	DATE: April 13, 2017 PAY ESTIMATE NO.: 3 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: Octoer 23, 2016 TO: March 31, 2017

CONTRACT CHANGE ORDER SUMMARY			ESTIMATE	
No.	Amount			
	Additions	Deductions		
CO #1		\$6,634.30	1. Original Contract	\$112,307.50
			2. Change Orders	(\$6,634.30)
			3. Revised Contract (1+2)	\$105,673.20
			4. Work Completed*	\$105,673.20
			5. Stored Materials	\$0.00
			6. Subtotal (4+5)	\$105,673.20
			7. Retainage	\$0.00
			8. Previous Payments	(\$100,389.54)
TOTALS		\$6,634.30	9. Amount Due (6-7-8)	\$5,283.66
NET CHANGE		\$6,634.30	*Detailed breakdown attached	

CONTRACT TIME		
Original (days):	On Schedule	Starting Date: July 11, 2016
Revised:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	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.

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 John D. Mattone
Date 2/19/2020

APPROVED BY OWNER:

Owner: City of Nashwauk

By _____
Date _____

Contractor: Mesabi Bituminous, Inc.

By [Signature]
Date 2-19-20

FINAL PAY ESTIMATE NO. 3

DATE: April 13, 2017
 OWNER: City of Nashwauk
 PROJECT: 2016 Improvements
 CONTRACTOR: Mesabi Bituminous, Inc., P.O. Box 728, Gilbert, MN 55741

PART 1 - PLATT AVENUE

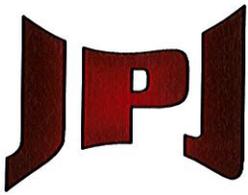
ITEM NO.	DESCRIPTION	QUAN. BID	UNIT	UNIT PRICE	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE
2104	RMV CURB & GUTTER	990	L.F.	\$7.00	0	\$0.00	1,121	\$7,847.00
2104	RMV BIT PAVEMENT	600	S.Y.	\$3.00	0	\$0.00	2,020	\$6,060.00
2104	RMV SIDEWALK	120	S.Y.	\$8.00	0	\$0.00	128	\$1,024.00
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	0	\$0.00	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	0	\$0.00	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	0	\$0.00	181.8	\$3,454.20
CO-1	LIQUIDATED DAMAGES 11 DAYS @ \$750/DAY	0	DAY	(\$750.00)	0	\$0.00	11	(\$8,250.00)

TOTAL WORK COMPLETED THIS PERIOD - Part 1 - Platt Avenue.....

\$0.00

TOTAL WORK COMPLETED TO DATE - Part 1 - Platt Avenue.....

\$105,673.20



Engineering

Land Surveying

Site Development

February 19, 2020

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

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

Dear Ms. Kurtock:

Enclosed are three copies of Change Order No. 1 for the 2016 Improvements project.

Change Order No. 1 is a compensating change order which is an adjustment to the final quantities installed in the field. Change Order No. 1 decreases the contract amount by \$6,634.30.

After your review, please have Mayor Saari sign and date all three copies of the change order, retain one copy for your files and return the remaining two 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

CONTRACT CHANGE ORDER

ORDER NO.: 1

DATE: April 13, 2017

STATE: Minnesota

COUNTY: Itasca

CONTRACT FOR: NASHWAUK, 2016 IMPROVEMENTS

Project No. 16-236

OWNER:

City of Nashwauk, 301 Central Avenue, Nashwauk, MN 55769

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

You are hereby requested to comply with the following changes from the contract plans and specifications

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE In Contract Price	INCREASE In Contract Price
Compensating Change Order Part 1 - Platt Avenue (SEE ATTACHED SHEET)	\$6,634.30	
TOTALS	\$6,634.30	
NET CHANGE IN CONTRACT PRICE	\$6,634.30	

JUSTIFICATION:

Adjustment to final quantities installed in the field.

The amount of the Contract will be Decreased By the Sum of:

(\$6,634.30)

Six Thousand Six Hundred Thirty Four Dollars and Thirty Cents.

The Contract Total Including this and previous Change Orders Will Be:

\$105,673.20

One Hundred Five Thousand Six Hundred Seventy Three Dollars and Twenty Cents.

The Contract Period Provided for Completion Will Not Be Changed.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested _____
(Owner)

Date

Recommended *John D. Mattonen* _____
(Engineer)

2/19/2020

Date

Accepted *[Signature]* _____
(Contractor)

2/19/2020

Date

COMPENSATING CHANGE ORDER
CHANGE ORDER NO.: 1

DATE: April 13, 2017
 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	QUAN. BID	UNIT	UNIT PRICE	QUANTITY TO DATE	QUANTITY TO CHANGE	AMOUNT TO CHANGE
2104	RMV CURB & GUTTER	990	L.F.	\$7.00	1,121	131	\$917.00
2104	RMV BIT PAVEMENT	600	S.Y.	\$3.00	2,020	1,420	\$4,260.00
2104	RMV SIDEWALK	120	S.Y.	\$8.00	128	8	\$64.00
2104	RMV CONC DRIVEWAY	185	S.Y.	\$10.00	293	108	\$1,080.00
2104	RMV CATCH BASIN	2	EACH	\$300.00	1	(1)	(\$300.00)
2105	COMMON EXCAVATION	256	C.Y.	\$15.00	142	(114)	(\$1,710.00)
2211	AGG BASE, CLASS 5 (CV)	256	C.Y.	\$30.00	280	24	\$720.00
2232	MILL PAVEMENT SURFACE	1,445	S.Y.	\$9.00	0	(1,445)	(\$13,005.00)
2360	TYPE SP WEARING COURSE	300	TON	\$80.00	195.95	(104.05)	(\$8,324.00)
2360	TYPE SP NON-WEAR COURSE	90	TON	\$80.00	186	96	\$7,680.00
2503	12" RCP STORM SEWER	10	L.F.	\$60.00	16	6	\$360.00
2503	CON TO EX STORM SEWER	2	EACH	\$400.00	2	0	\$0.00
2506	CONST CATCH BASIN	2	EACH	\$2,500.00	2	0	\$0.00
2506	ADJUST FRAME & RING CAST	2	EACH	\$350.00	2	0	\$0.00
2506	ADJUST GATE VALVE BOX	2	EACH	\$100.00	0	(2)	(\$200.00)
2521	4" CONCRETE WALK	25	S.F.	\$7.00	175	150	\$1,050.00
2521	6" CONC SIDEWALK (PCR)	480	S.F.	\$7.50	756	276	\$2,070.00
2521	DETECTABLE WARN SURFACE	6	EACH	\$400.00	5	(1)	(\$400.00)
2531	CONC C&G, DES D418	340	L.F.	\$20.00	312	(28)	(\$560.00)
2531	CONC C&G, DES B618	645	L.F.	\$17.50	794	149	\$2,607.50
2531	6" CONC DRIVEWAY PVMT	150	S.Y.	\$58.00	254	104	\$6,032.00
2575	SODDING, LAWN TYPE, W/2" TOPSOIL BORROW	220	S.Y.	\$19.00	181.8	(38.2)	(\$725.80)
CO-1	LIQUIDATED DAMAGES 11 DAYS @ \$750/DAY	0	DAY	(\$750.00)	11	11	(\$8,250.00)

TOTAL AMOUNT TO CHANGE **(\$6,634.30)**

TOTAL AMOUNT OF CHANGE ORDER NO. 1 **(\$6,634.30)**

JUSTIFICATION:
 ADJUSTMENT TO FINAL QUANTITIES INSTALLED IN THE FIELD.



Serena Vergin
Executive Director

Shannon Douvier
Associate Director

Jo Musel Parr
Organizing Director

Linda Kresal
Office Manager

Nashwauk City- Mayor and Councilors
301 Central Ave.,
Nashwauk, MN 55769
218-885-1210

2/14/20

RE: Step Scale and License Pay

Ms. Kurtock, Councilors, and Mayor-

The City and the Union have met multiple times regarding this matter. At the Council meeting held on 12/23/2019, the Council requested dates of availability from me to schedule a meet and confer. I provided dates on 1/9 and no response was received. I sent a subsequent email requesting direction on 1/15/20. I visited City Hall and spoke with Ms. Kurtock on 1/24/20 at which time she indicated that the City felt there was nothing further to discuss- that the written signed copy of the Agreement was the final outcome, and the City was not interested in any further discussion until the CBA was opened for regular contract negotiations.

The Union then waited until the most recent Council meeting in order to determine if the Council would take action on the new information provided by the audio recording of the bargaining session which supported the Union's recollection of events. The Union has received no further communication.

Resultingly, as informal discussion has failed, and it appears the Employer has offered a final position on this matter the Union will now move forward with the Union grievance process in order to seek resolution to this matter.

I am drafting this email in an effort to obtain a copy of the video files regarding the special meeting held for the purpose of AFSCME Union Negotiations, dated 2/5/2018. The Union is requesting this information in an effort of fact finding in consideration of filing grievances on behalf of members regarding placement of the step scale and licensure step increase.

Please identify how would be best for me to obtain this video file. If a digital copy exists, that would be preferable. If not I can either stop by and pick up a copy or it can be mailed to the Nashwauk Office at 118 Central Ave. Nashwauk, MN 55769.

Thank you,

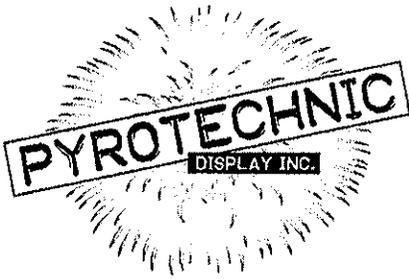
Leann Stoll
Labor Representative, AFSCME 65
118 Central Ave.
Nashwauk, MN 55769

218-259-1761

American Federation of State, County and Municipal Employees, AFL-CIO

TEL (218) 885-3242 FAX (218) 885-3245 TOLL FREE (888) 474-3242 WEB www.afscmecouncil65.org

118 Central Avenue Nashwauk, MN 55769



City of Nashwauk
301 Central Avenue
Nashwauk, MN 55769
Attn: Ms. April Kurtcock & Mr. Greg Heyblom

February 13, 2020

Dear April & Greg,

Greg, it was a pleasure to speak with you last night about your 7/3/2020 fireworks display in Nashwauk, MN. Thank you for selecting Pyrotechnic Display Inc. to provide your display and we appreciate your business.

In follow-up to our conversation we are sending you our \$12,000.00 fireworks display contract. With the very large demand for our services July 3 we are asking our client's to sign and return the contract promptly to secure your display in our schedule. We have very few slots remaining. Additionally, I understand your community is looking to secure additional fireworks display funds. We can amend the contract 5/1/20 if necessary.

In the meantime I will work on creating your \$12,000.00 display similar to last year's design. Additionally I will provide a \$13,500.00 option that will feature more activity in portions of the display. I will e-mail computer simulation videos of each option so you can see what I have designed for your audience.

As in the past Becky Hanson of our office will apply for permits and insurance. Please confirm if you will be our "day of display" contact or provide us the name and cell phone number of your representative.

At Pyrotechnic Display Inc. we provide quality entertainment, not just fireworks. Please contact me if you have any questions or need additional information. Office (800) 507-9074, Ext. 1, Cell (612) 709-4044, or dnowak@pyrodisplay.com.

Sincerely,


Dale Nowak - Display Sales and Design
Pyrotechnic Display Inc.
Attachment

BUSINESS OFFICE: 8450 W. St. Francis Road, Frankfort, IL 60423
T 800.507.9074 Ext. 3 • F 815.469.6029

KENTUCKY: 638 Tucker Lane, Springfield, KY 40069
T 800.507.9074 Ext. 2 • F 859.284.0644

MINNESOTA: 9405 River Road SE, Clear Lake, MN 55319
T 800.507.9074 Ext. 1 • F 320.743.6499

www.pyrodisplay.com

PYROTECHNIC DISPLAY, INC. FIREWORKS DISPLAY AGREEMENT

This agreement is entered into this 13th day of February, 2020 between Pyrotechnic Display, Inc., a Minnesota Corporation with offices in Clear Lake, Minnesota, ("Pyrotechnic") and city of City of Nashwauk of the City of Nashwauk, State of Minnesota. ("Customer"), for the purchase of a fireworks display. ("Agreement")

SECTION 1 FIREWORKS DISPLAY

Pyrotechnic agrees to furnish for the Customer 1 fireworks display(s), as per the specifications agreed to and made part of this Agreement, on the evening of July 3, 2020 ("Fireworks Display").

SECTION 2 CONTRACT PRICE

In consideration for the Fireworks Display, Customer agrees to pay Pyrotechnic the sum of \$12,000.00 (Twelve thousand and 00/100 dollars) includes sales tax. A service fee of 1.5% per month shall be added to the Contract Price, or any portion of the Contract Price due, if it is not paid within 15 days of the date payment becomes due under this Agreement.

SECTION 3 MATERIALS AND SERVICES

Pyrotechnic shall be responsible for providing inventory meeting the specifications for the Fireworks Display, and the services of an operator who will be responsible for preparing and conducting the Fireworks Display. Pyrotechnic shall prepare a final design prior to the Fireworks Display, and the exact specifications will be supplied to the Customer after the final design, upon request.

SECTION 4 INSURANCE

Pyrotechnic Display, Inc. shall obtain a Public Liability and Property Damage and Workers Compensation Insurance. Those entities/individuals listed on the certificate of insurance shall be deemed an additional insured per this contract.

SECTION 5 LOCATION

Customer shall be responsible for providing a suitable location for the Fireworks Display. Customer shall cooperate with Pyrotechnic to ensure that the site is suitable for the Fireworks Display, and Pyrotechnic shall have the right to reject a proposed site for lack of accessibility, fire or other safety reasons.

In addition to providing the location, Customer shall be responsible for:

- Providing an appropriate staging area, and a minimum spectator setback of 420 feet.
- Providing for the staging area to be roped off or otherwise clearly marked as off limits to unauthorized personnel.
- Searching the fallout area at first light following a nighttime display.
- Providing security, police and fire protection, to ensure 1) that the staging area and the surrounding setback area will be free from unauthorized persons, and 2) the safety of people in or around the display location.

SECTION 6 WEATHER RELATED POSTPONEMENT AND CANCELLATION.

Customer acknowledges that the Fireworks Display will be provided so long as weather, and weather related conditions, including but not limited to drought and fire risk, permit. In the event of a postponement of the Fireworks display, Customer shall be responsible for payment based on the schedule below, which shall be due within 30 days of the date agreed to in Section 1. If Customer does not reschedule the Fireworks Display within the twelve-month period, an additional 30% of the Contract Price shall be due from the Customer for damages and expenses relating to the cancellation.

If customer chooses to postpone or cancel the Fireworks Display for any reason, customer shall be responsible for payment of the Contract Price based on the schedule below, which shall be due within 15 days of the date agreed to in Section 1.

In the case of postponement or cancellation, Customer shall pay, as an additional fee, the following percentage of the Contract Price.

- At any time prior to the scheduled date of the Fireworks Display, 5% of the Contract Price.
- At any time on the scheduled date for the Fireworks Display, 20% of the Contract Price
- After the commencement of the Fireworks Display, where Pyrotechnic's operator has not determined that the postponement is necessary for weather or weather related circumstances, 100% of the Contract Price.

The Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotechnic Display, Inc. in the collection or attempted collections of any amount due under this agreement and invoice.

SECTION 7 ENTIRE AGREEMENT

This Contract and the Fireworks Exhibition and Display Program constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

**PYROTECHNIC DISPLAY, INC.
FIREWORKS DISPLAY AGREEMENT**

NOTE: Any changes without Pyrotechnic Display, Inc. approval will cancel agreement.

NOTE: This agreement will be withdrawn if not accepted within 45 days.

IN WITNESS WHEREOF, the undersigned executed this Contract by and through their authorized representatives whose names appear below.

Signed on: _____, 20 ____.

Signed on: _____, 20 ____.

PYROTECHNIC DISPLAY, INC.

CUSTOMER:

BY: _____

BY: _____

Its duly authorized agent, who represents
he/she has full authority to bind the
customer.

NAME: Dale M. Nowak
(PLEASE TYPE OR PRINT)

NAME: _____
(PLEASE TYPE OR PRINT)

ITS: Display Sales and Design

ITS: _____

Pyrotechnic Display, Inc.
9405 River Road SE
Clear Lake, MN 55319
Telephone: (800) 507-9074, Ext. 1

Address: _____
City/State: _____, ____
Zip Code: _____
Telephone: (____) _____ - _____
Email: _____

OFFICE OF COUNTY ASSESSOR

TO THE CLERK OF **Nashwauk City (Open Book)** OF ITASCA COUNTY, MINNESOTA:

NOTICE IS HEREBY GIVEN, That the **28th of April 2020 at 1:00PM** has been fixed as the date for the meeting of the Board of Appeal and Equalization in your **City** for said year. This meeting should be held in your office as provided by law.

Pursuant to the provisions of Minnesota Statutes Section 274.03, you are required to give notice of said meeting by publication and posting, not later than ten days prior to the date of said meeting.

Given under my hand this **10th day of February, 2020.**

Amber V. Peratalo

**Amber V. Peratalo, Itasca County Assessor
Itasca County, Minnesota**

Rec Board Meeting city hall, 2-10-20 5:30p

Present: Peggy, Sarah Carling

Agenda: *4th street playground: photos of damaged areas and estimate of parts to repair..discussion on funding.....continue discussion for presentation to city council.

*Recruitment for membership: Sarah had commendable ideas that would greatly benefit the board membership.

*Football equipment follow-up: no update

*Ideas geared toward Senior Activities:
general discussion

*Disc Golf discussion

*Overlook discussion

**City of Nashwauk
Nashwauk Public Utilities Commission
January 21, 2020**

Chairman Latvala called the meeting to order at 3:00 p.m. in the Council Chambers of City Hall.

Members present: Commissioner Bolf, Commissioner Bodin, Chairman Latvala, Commissioner Klamm, Commissioner Anderson.

Also present: Charlie Kautto, Engineer Mattonen, Dylan Peterson, April Kurtock.

Adoption of Agenda

*Motion by Commissioner Anderson, seconded by Commissioner Bodin to adopt the agenda of the January 21, 2020 Nashwauk Public Utilities Commission meeting.

Ayes: all present. Motion carried.

Approval of Minutes

*Motion by Commissioner Bolf, seconded by Commissioner Klamm to approve the minutes of the December 17, 2019 Nashwauk Public Utilities Commission meeting.

Ayes: all present. Motion carried.

Approval of Claims

*Motion by Commissioner Klamm, seconded by Chairman Latvala to approve PUC Claims register #1 in the amount of \$123,765.52.

Ayes: all present. Motion carried.

Old Business

East Itasca Joint Sewer Project Update

Engineer Mattonen shared that the Joint Sewer Board had received earlier that day a proposed ordinance revision related to the project. The ordinance would be considered for adoption by both the City of Nashwauk and Keewatin, but was being presented now for review and questions. Commissioner Bodin asked that it be reviewed thoroughly along with the existing bylaws so that everything was done right the first time. The document would be sent to Attorney Kaela Brennan for review and comment.

New Business

Transfer of Funds

*Motion by Commissioner Bolf, seconded by Commissioner Anderson to approve a transfer of \$100,000 from Fund 910 to balance fund 601 to reflect in December 2019.

Ayes: all present. Motion carried.

Rate Increases

Commissioners considered the recommendations of Financial Planner Mike Bubany, who suggested annual increases to water and garbage rates of at least 1.5% and an increase to sewer rates of at least 3.5%. Within the packet, Administrator Kurtock shared a spreadsheet of proposed rate increases and current rates.

*Motion by Commissioner Bodin, seconded by Commissioner Klamm to increase all water and garbage rates by 2% and increase all sewer rates by 4% to be effective March 1, 2020.

Rate increases will be as follows:

Water		
EDUs	Existing Rate	Rate as of 3/1/2020
1 EDU	\$21.50	\$21.93
2 EDU	\$34.50	\$35.19
3 EDU	\$47.50	\$48.45
4 EDU	\$60.50	\$61.71
12 EDU	\$164.50	\$167.79
18 EDU	\$242.50	\$247.35
Garbage		
Garbage Type	Existing Rate	Rate as of 3/1/2020
Flat	\$17.00	\$17.34
2 Yard	\$32.00	\$32.64
4 Yard	\$52.00	\$53.04
6 Yard	\$77.00	\$78.54
Sewer		
EDUs	Existing Rate	Rate as of 3/1/2020
1 EDU	\$17.00	\$17.68
2 EDU	\$34.00	\$35.36
3 EDU	\$51.00	\$53.04
4 EDU	\$68.00	\$70.72
12 EDU	\$204.00	\$212.16
18 EDU	\$306.00	\$318.24

Ayes: all present. Motion carried.

Public Comment

None.

Adjourn

*Motion by Commissioner Bolf, seconded by Commissioner Bodin to adjourn at 3:31 p.m.

Ayes: all present. Motion carried.

Secretary