

CITY OF NASHWAUK
City Council Regular Agenda

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

TUESDAY, MARCH 10, 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

- a. Mike Kennedy, Range Riders ATV Club, regarding a letter of support for the Len Hardy Memorial Trail.
- b. Clare Dulong, NHN Food Shelf, regarding year-end numbers, shelving and paint.

5. APPROVAL OF MINUTES

- a. Minutes of the February 24, 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 #31020 Claim 1 in the amount of \$25,328.89.
- b. Approve claims register #31020 Claim 2 in the amount of \$8,465.82.
- c. Approve claims register #31020 Claim 3 in the amount of \$6,330.60.
- d. Approve ride-along request on the Nashwauk Ambulance Service for Lydia Thole and Matthew Grossell.
- e. Approve Tiffany Bodin to attend 2020 UnderOneRoof Conference in Duluth on May 19 & 20; course fee \$85.00.

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7. UNFINISHED BUSINESS

- a. Recreation Center Renovations
 - i. Follow-up discussion regarding Rec Center/ Community Center/ Safety Complex discussion from March 9, 2020 work session.
- b. Building Inspection Update
- c. East Itasca Joint Sewer Board Update
 - i. Discussion of Amended and Restated Joint Powers Agreement relating to the East Itasca Joint Sewer Board.

8. NEW BUSINESS

- a. Consider updated Personnel Committee guidelines.
- b. Consider update to the Bozich Residential Protective and Restrictive Covenants to remove language allowing for chickens.
- c. Follow-up discussion regarding donation of two lots within the Bozich Addition to Itasca County Habitat for Humanity.
- d. Discussion related to donation of football equipment.
- e. Consider the purchase of an AED from Bound Tree Medical in the amount of \$1,749.99.
- f. Paul Bunyan Communications: Citizens Survey to determine Expansion to Nashwauk feasibility.

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9. DEPARTMENT & COMMITTEE REPORTS & REQUESTS

- a. Consider approval of replacement parts for the playground in the amount of \$5,061.32.

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

Len Hardy Memorial Trail – Letter of Support

(Nashwauk Multi-use Motorized Recreation Connector Trail)

Range Riders ATV Club, located in Nashwauk, MN has been working for over ten years to create a new year-round Grant-in-Aid ATV/Snowmobile trail to reconnect the City of Nashwauk to existing recreational riding trails. The City of Nashwauk has been land-locked on all sides by mining lands, which are barred from public access by Federal law (EPA Air Quality Permit rules). Range Riders is the designated Grant-in-aid Club for the Alborn Trail. As many area residents know, after the closure of Butler Taconite, control of the old tailings pond lands reverted to Itasca County, and were used by recreational riders to get to the Alborn. When Essar Steel entered the picture about ten years ago, and absorb the mineral leases left behind by Butler, the previous riding opportunities were lost.

The club began discussions with Essar in 2010 to try to create a legal route through their lands to create a Grant-in-Aid multiuse trail which could be maintained using allocated state tax monies. The existing winter-only snowmobile trail between Nashwauk and the Pengilly Alborn multiuse trail pre-dated Essar's presence so they were stuck with it, but were adamantly opposed to anything further from the outset.

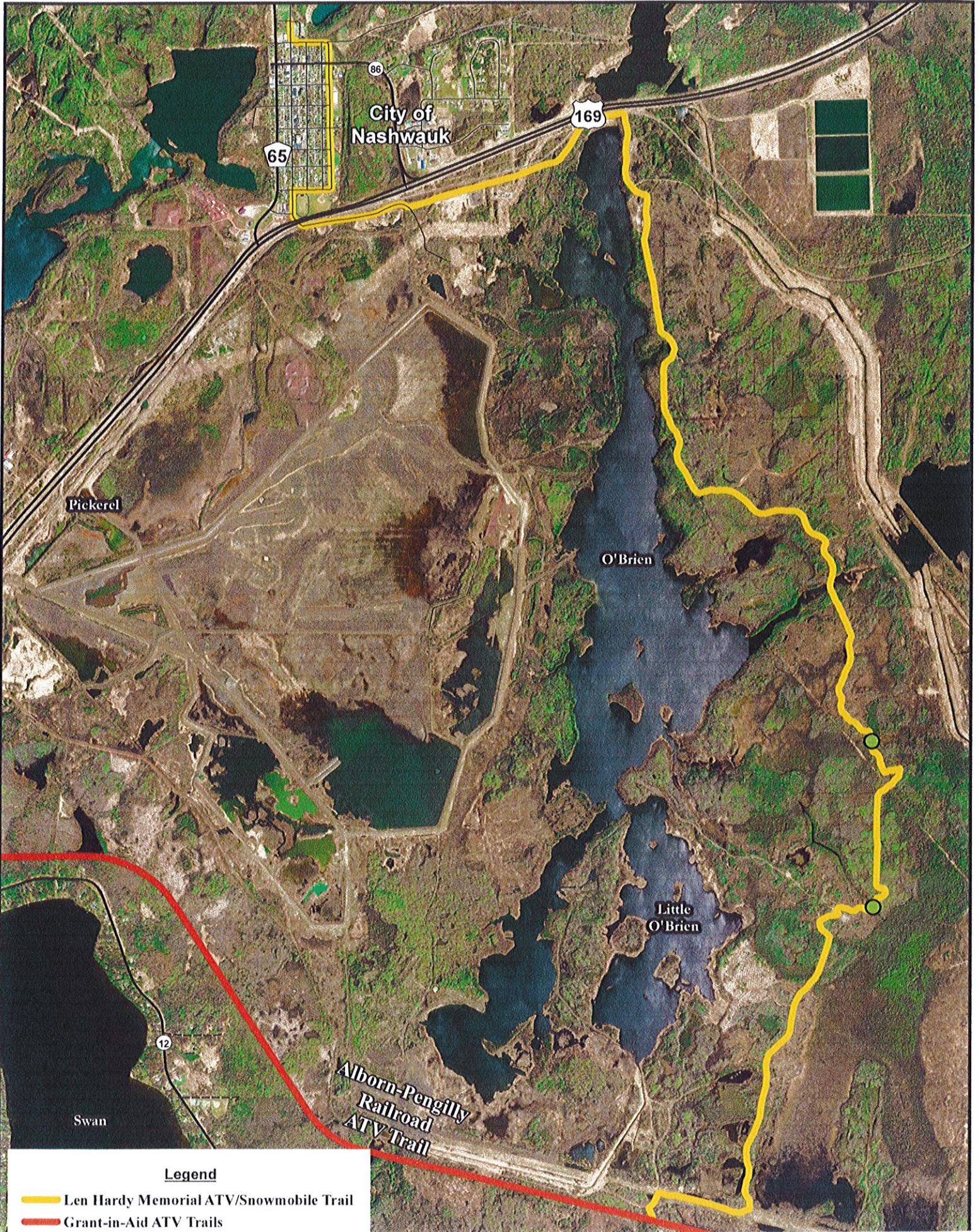
Range Riders, with the valuable assistance of the Itasca County Parks and Trails people, and the regional MNDNR trails personnel, has created a multi-use trail route, acceptable and signed by Mesabi Metallics (current iteration of Essar Steel), has gained Itasca County Board of Commissioners approval as trail sponsor, has applied for DNR Grant-in-Aid status, and upon final approval by DNR will be funded to the extent fiscally possible in the 2020-21 fiscal year. Range riders will be the Grain-in-Aid club for the new trail in addition to keeping up the Alborn Trail.

By careful planning, Blandin Forestry, who hold timber harvest rights to surface lands in the target area, are current expanding existing logging roads in the area, about 7.75 miles, which will be majority of the new trail route. The remaining trail length, about 1.25 miles, will have to be constructed using grants from industry (Yamaha and Polaris), DNR grant-in-aid funds, (legally at a maximum 65% of actual cost for new work), and other grants as the club can procure. With the estimated cost of the new work (based on two contractor submitted budget estimates) of about \$198,000, and the maximum available DNR monies of \$124,000, we will face a shortfall of about \$74,000 to complete the work in the next fiscal year. In any grant application process, evidence of community support and approval for the proposed project is key.

We believe the completion of this trail will bring recreational traffic to Nashwauk on a year-round basis rather than largely seasonal as it is now. The new connector trail will link Nashwauk to Pengilly, Hibbing, Meadowlands, Goodland, and Alborn. We believe business traffic will increase, and the illegal trespass riding on mining lands will diminish.

Signed:

Business or Organization:



City of Nashwauk

65

86

169

Pickerel

O'Brien

Little O'Brien

Swan

12

Alborn-Pengilly
Railroad
ATV Trail

Legend

-  Len Hardy Memorial ATV/Snowmobile Trail
-  Grant-in-Aid ATV Trails

**City of Nashwauk
City Council Meeting
February 24, 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, Councilor Gangl, Mayor Saari.

Also present: Attorney Borland, Administrator Kurtcock, Assistant Chief Savolainen, Fire Chief Marinaro, EMS Coordinator Bodin, Lead Tom Martire, Carter Sallis, Desiree Jensen.

Adoption of Agenda

*Motion by Councilor Gangl, seconded by Councilor Bodin to adopt the agenda for the February 24, 2020 City Council meeting.

Ayes: all present. Motion carried.

Notable Items

None.

Approval of Minutes

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

Ayes: all present. Motion carried.

Approval of Consent Agenda

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

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

Ayes: all present. Motion carried.

Unfinished Business

Recreation Center Renovations

Mayor Saari shared CRD's information regarding the business survey that would be circulated in March. Additionally, the residential survey would be sent out in May.

Resolution 2020-04

*Motion by Councilor Heyblom, seconded by Councilor Gangl to approve Resolution 2020-04 Application to and Accepting Funds from IRRRB's Application Grant Fund.

Roll call—Ayes: Councilor Holmbeck, Councilor Heyblom, Councilor Bodin, Councilor Gangl, Mayor Saari. Resolution approved.

Building Inspection Update

Attorney Borland summarized for the council various provisions of the rental ordinance and advised the Council that they could direct the Police Department to take action according to their direction. He advised to serve them with 90 day notifications per the ordinance and affirm the action with an affidavit of service.

East Itasca Joint Sewer Board Update

Council reviewed the info within the packet related to the Memorandum sent from Attorney Kaela Brennan regarding the proposed ordinance and the Joint Powers Agreement. Attorney Borland discussed the updated agreement and stated he would review the ordinance to customize it for Nashwauk.

New Business

First Call for Help 211 Donation Request

*Motion by Councilor Holmbeck, seconded by Councilor Bodin to approve a donation of \$250 for 2020 to First Call for Help 211.

Ayes: all present. Motion carried.

Resolution 2020-03

*Motion by Councilor Holmbeck, seconded by Councilor Gangl to approve Resolution 2020-03 to Reinstate Local Board of Appeal and Equalization.

Roll call—ayes: Councilor Holmbeck, Councilor Heyblom, Councilor Bodin, Councilor Gangl, Mayor Saari. Resolution approved.

EMS Hires

*Motion by Councilor Heyblom, seconded by Councilor Gangl to approve the hire of Cody Kasper as an EMR on the Nashwauk Ambulance Service.

Ayes: all present. Motion carried.

*Motion by Councilor Heyblom, seconded by Councilor Gangl to approve the hire Desiree Jensen as an EMT on the Nashwauk Ambulance Service.

Ayes: all present. Motion carried.

EMS Coordinator Bodin invited Council to their monthly meetings. Councilor Gangl invited that the ambulance be in the public at local events.

2016 Improvements Project

*Motion by Councilor Heyblom, seconded by Councilor Gangl to approve Change Order No. 1 for the 2016 Improvements Projects decreasing the final contract amount of \$6,634.30.

Ayes: all present. Motion carried.

*Motion by Councilor Heyblom, seconded by Councilor Gangl to approve Final Payment Estimate No. 3 for the 2016 Improvements projects in the amount of \$5,283.66.

Ayes: all present. Motion carried.

Negotiations Request

Councilor Heyblom wanted to make sure the union contracts that expire at the end of 2020 are ready and renegotiated by the end of 2020.

*Motion by Councilor Heyblom, seconded by Councilor Gangl to support a letter of request be sent to the collective bargaining units, AFSCME and MAPE, to begin negotiations for the 2021 union contracts.

Ayes: all present. Motion carried.

Department & Committee Reports & Requests

4th of July Committee

A contract from Pyrotechnic Display Inc. was within the packet for a fireworks show in the amount of \$12,000. Councilor Heyblom stated the fireworks show will be very similar to last year and recommended the \$12,000 show. Mayor Saari asked if there would be a fundraiser this year. Councilor Holmbeck shared that there would be a raffle with slight changes from last year.

*Motion by Councilor Bodin, seconded by Councilor Gangl to approve a contract with Pyrotechnic Display Inc. for fireworks display on July 3, 2020 for a contract amount of \$12,000.00.

Ayes: Councilor Holmbeck, Councilor Heyblom, Councilor Bodin, Councilor Gangl.

Nay: Mayor Saari. Motion carried.

Councilor Gangl shared his frustration with Mayor Saari's nay vote. Mayor Saari stated he personally feels that tax-payer dollars shouldn't be used for fireworks.

Commission Update

A brief NPUC update was provided with an update on the EIJSB. Councilor Holmbeck stated Nashwauk needed to be the priority within the EIJSB.

Public Comment

None.

Mayor and Council Updates

Mayor Saari attended the regular meeting of the WMMPB and shared they're moving forward with a resolution related to the expansion of the four-lane expansion of TH 169.

Mayor Saari shared that he and Administrator Kurtcock had met with Itasca County Habitat for Humanity and a follow-up discussion would be on the March 9 work session with a proposal for lots within the Bozich Addition.

Adjourn

Mayor Saari adjourned the meeting at 6:30 p.m.

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*Claim Register©

31020CLAIM1

February 2020

Cash Payment	E 100-41400-210 Operating Supplies (GENE clerk supplies					\$117.34
Invoice						
Cash Payment	E 100-41400-210 Operating Supplies (GENE clerk supplies returned					-\$53.43
Invoice						
Cash Payment	E 100-42200-210 Operating Supplies (GENE postage package fire					\$30.15
Invoice						
Cash Payment	E 100-43100-210 Operating Supplies (GENE shopt tools and supplies					\$112.29
Invoice						
Cash Payment	E 100-41100-334 Meetings, Mileage & Lodgi Cal CGMC event					\$70.00
Invoice						
Cash Payment	E 100-42100-210 Operating Supplies (GENE transcription					\$12.00
Invoice						
Cash Payment	E 100-41400-210 Operating Supplies (GENE transcription closed mtg union					\$94.00
Invoice						
Transaction Date	3/4/2020	Due 3/4/2020	Checking Account	10100	Total	\$6,525.07
Claim#	35418 AXON ENTERPRISE, INC.					
Cash Payment	E 100-42100-210 Operating Supplies (GENE Taser					\$1,671.00
Invoice	SI-1644136					
Transaction Date	3/4/2020	Due 3/4/2020	Checking Account	10100	Total	\$1,671.00
Claim#	35419 BODIN, TIFFANY					
Cash Payment	E 650-48000-334 Meetings, Mileage & Lodgi feb 2020 meeting mileage					\$41.00
Invoice						
Cash Payment	E 660-48660-334 Meetings, Mileage & Lodgi feb 2020 meeting mileage					\$41.00
Invoice						
Transaction Date	3/4/2020	Due 3/4/2020	Checking Account	10100	Total	\$82.00
Claim#	35420 BOUND TREE MEDICAL					
Cash Payment	E 650-48000-210 Operating Supplies (GENE medical supplies					\$562.76
Invoice	83515290					
Cash Payment	E 660-48660-210 Operating Supplies (GENE medical supplies					\$562.76
Invoice	83515290					
Transaction Date	3/4/2020	Due 3/4/2020	Checking Account	10100	Total	\$1,125.52
Claim#	35421 CINTAS CORP - LOCATION 21M					
Cash Payment	E 100-41940-410 Lease & Rental		FEb 2020 rugs towels etc			\$47.66
Invoice	4043128052					
Cash Payment	E 100-42100-410 Lease & Rental		FEb 2020 rugs towels etc			\$54.49
Invoice	4043127990					
Cash Payment	E 100-42200-410 Lease & Rental		FEb 2020 rugs towels etc			\$54.49
Invoice	4043127990					
Cash Payment	E 650-48000-410 Lease & Rental		FEb 2020 rugs towels etc			\$27.24
Invoice	4043127990					
Cash Payment	E 660-48660-410 Lease & Rental		FEb 2020 rugs towels etc			\$27.25
Invoice	4043127990					
Cash Payment	E 650-48000-410 Lease & Rental		FEb 2020 rugs towels etc			\$49.33
Invoice	4043128006					
Cash Payment	E 660-48660-410 Lease & Rental		FEb 2020 rugs towels etc			\$49.34
Invoice	4043128006					
Transaction Date	3/4/2020	Due 3/4/2020	Checking Account	10100	Total	\$309.80
Claim#	35422 COMMUNITY RESOURCE DEVELOP					

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*Claim Register©

31020CLAIM1

February 2020

Cash Payment	E 175-49595-300 Professional Svcs (GENER	mar2020 professional svcs				\$3,000.00
	Invoice 030120		Project 0908-4			
Transaction Date	3/4/2020	Due 3/4/2020	Checking Account	10100	Total	\$3,000.00
Claim#	35423 EDWARDS OIL INC					
Cash Payment	E 100-42100-313 2016 Chevy Tahoe		jan 2020 gas			\$182.64
	Invoice					
Cash Payment	E 100-42100-314 2019 TAHOE		jan 2020 gas			\$39.30
	Invoice					
Cash Payment	E 100-43100-279 2009 GMC Pickup		jan 2020 gas			\$70.00
	Invoice					
Cash Payment	E 650-48000-452 2012-2013 Ambulance 150		jan 2020 gas			\$61.00
	Invoice					
Transaction Date	3/4/2020	Due 3/4/2020	Checking Account	10100	Total	\$352.94
Claim#	35424 EMERGENCY APPARATUS MAINTENANCE					
Cash Payment	E 100-42200-285 2011 E-1 Rear Mount Pum		relief valve foam work			\$181.43
	Invoice					
Transaction Date	3/5/2020	Due 3/5/2020	Checking Account	10100	Total	\$181.43
Claim#	35425 FASTENAL					
Cash Payment	E 100-43100-210 Operating Supplies (GENE		shop supplies			\$159.61
	Invoice MNHIB92529					
Transaction Date	3/5/2020	Due 3/5/2020	Checking Account	10100	Total	\$159.61
Claim#	35426 IRON COUNTRY ELECTRIC & REPAIR					
Cash Payment	E 100-42100-220 Repair/Maint Supply (GEN		safety complex furnace issue			\$39.99
	Invoice 2661.20					
Cash Payment	E 100-42200-220 Repair/Maint Supply (GEN		safety complex furnace issue			\$39.99
	Invoice 2661.20					
Cash Payment	E 650-48000-220 Repair/Maint Supply (GEN		safety complex furnace issue			\$20.00
	Invoice 2661.20					
Cash Payment	E 660-48660-220 Repair/Maint Supply (GEN		safety complex furnace issue			\$20.00
	Invoice 2661.20					
Transaction Date	3/5/2020	Due 3/5/2020	Checking Account	10100	Total	\$119.98
Claim#	35427 JOHN P. DIMICH					
Cash Payment	E 100-41600-304 Legal Fees		legal fees feb 2020			\$675.00
	Invoice 3039					
Transaction Date	3/5/2020	Due 3/5/2020	Checking Account	10100	Total	\$675.00
Claim#	35428 LATVALA SINCLAIR					
Cash Payment	E 100-43100-267 2019 Chevy 3500HD		gas feb 2020			\$109.50
	Invoice					
Cash Payment	E 100-43100-269 96 Ford Dump Trk 168-113		gas feb 2020			\$108.40
	Invoice					
Cash Payment	E 100-43100-307 2008 Durango 718LMD ST		gas feb 2020			\$95.44
	Invoice					
Transaction Date	3/5/2020	Due 3/5/2020	Checking Account	10100	Total	\$313.34
Claim#	35429 MEDPRO MIDWEST GROUP					
Cash Payment	E 650-48000-325 Dues & Maintenance Plans		2020 qyr 1 cot clean			\$190.00
	Invoice 00018960					

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*Claim Register©

31020CLAIM1

February 2020

Cash Payment	E 660-48660-325 Dues & Maintenance Plans 2020 qyr 1 cot clean					\$190.00
	Invoice 00018960					
Cash Payment	E 650-48000-210 Operating Supplies (GENE fuel for travel					\$29.55
	Invoice 00018960					
Cash Payment	E 660-48660-210 Operating Supplies (GENE fuel for travel					\$29.55
	Invoice 00018960					
Transaction Date	3/5/2020	Due 3/5/2020	Checking Account	10100	Total	\$439.10
Claim#	35430 MEDPRO WASTE DISPOSAL LLC					
Cash Payment	E 650-48000-325 Dues & Maintenance Plans Feb 2020 medical waste disposal					\$20.83
	Invoice					
Cash Payment	E 660-48660-325 Dues & Maintenance Plans Feb 2020 medical waste disposal					\$20.83
	Invoice					
Transaction Date	3/5/2020	Due 3/5/2020	Checking Account	10100	Total	\$41.66
Claim#	35431 MEDIACOM					
			Ck#	005680E 3/5/2020		
Cash Payment	E 100-42200-321 Phone/Internet		phone/internet svcs	2/27-3/26/20		\$134.26
	Invoice					
Cash Payment	E 100-42100-321 Phone/Internet		phone/internet svcs	2/27-3/26/20		\$94.32
	Invoice					
Cash Payment	E 650-48000-321 Phone/Internet		phone/internet svcs	2/27-3/26/20		\$47.16
	Invoice					
Cash Payment	E 660-48660-321 Phone/Internet		phone/internet svcs	2/27-3/26/20		\$47.17
	Invoice					
Transaction Date	3/5/2020	Due 3/5/2020	Checking Account	10100	Total	\$322.91
Claim#	35432 MEDS-1 AMBULANCE SERVICE INC					
Cash Payment	E 650-48000-310 Training		qtr 1 2020 training			\$150.00
	Invoice 2365					
Cash Payment	E 660-48660-310 Training		qtr 1 2020 training			\$150.00
	Invoice 2365					
Transaction Date	3/5/2020	Due 3/5/2020	Checking Account	10100	Total	\$300.00
Claim#	35433 NASHWAUK PUBLIC UTILITIES					
Cash Payment	E 100-45100-380 Utility Services Electric		1/27-2/26/20 utility svc			\$423.90
	Invoice					
Cash Payment	E 100-42100-380 Utility Services Electric		1/27-2/26/20 utility svc			\$350.53
	Invoice					
Cash Payment	E 100-42200-380 Utility Services Electric		1/27-2/26/20 utility svc			\$350.53
	Invoice					
Cash Payment	E 650-48000-380 Utility Services Electric		1/27-2/26/20 utility svc			\$175.27
	Invoice					
Cash Payment	E 100-43100-380 Utility Services Electric		1/27-2/26/20 utility svc			\$1,416.98
	Invoice					
Cash Payment	E 100-41940-380 Utility Services Electric		1/27-2/26/20 utility svc			\$294.65
	Invoice					
Cash Payment	E 660-48660-380 Utility Services Electric		1/27-2/26/20 utility svc			\$175.27
	Invoice					
Transaction Date	3/5/2020	Due 3/5/2020	Checking Account	10100	Total	\$3,187.13
Claim#	35434 NORTHERN BUSINESS PRODUCTS					
Cash Payment	E 100-41400-200 Office Supplies (GENERA		Toner Amber and April printers			\$344.31
	Invoice 481186-0					

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31020CLAIM1

February 2020

Cash Payment	E 100-41400-210	Operating Supplies (GENE coffee for office				\$49.27
	Invoice	481190-0				
Cash Payment	E 601-49000-210	Operating Supplies (GENE bank stamp				\$7.67
	Invoice	483171-0				
Cash Payment	E 602-49020-210	Operating Supplies (GENE bank stamp				\$7.67
	Invoice	483171-0				
Cash Payment	E 603-49030-210	Operating Supplies (GENE bank stamp				\$7.68
	Invoice	483171-0				
Cash Payment	E 604-49040-210	Operating Supplies (GENE bank stamp				\$7.67
	Invoice	483171-0				
Transaction Date	3/5/2020	Due 3/5/2020	Checking Account	10100	Total	\$424.27
Claim#	35435 POWERPLAN					
Cash Payment	E 100-43100-275	99 JD Front End Loader parts for loader				\$762.37
	Invoice	1970441				
Transaction Date	3/5/2020	Due 3/5/2020	Checking Account	10100	Total	\$762.37
Claim#	35436 PRUDENTIAL FINANCIAL					
Cash Payment	E 100-49240-131	Employer Paid Life/LTD life insurance Mar 2020				\$276.10
	Invoice					
Cash Payment	E 650-48000-131	Employer Paid Life/LTD life insurance Mar 2020				\$23.74
	Invoice					
Cash Payment	E 100-43100-131	Employer Paid Life/LTD life insurance Mar 2020				\$204.32
	Invoice					
Cash Payment	E 100-42100-131	Employer Paid Life/LTD life insurance Mar 2020				\$156.84
	Invoice					
Cash Payment	E 660-48660-131	Employer Paid Life/LTD life insurance Mar 2020				\$23.74
	Invoice					
Cash Payment	E 100-41400-131	Employer Paid Life/LTD life insurance Mar 2020				\$109.36
	Invoice					
Transaction Date	3/5/2020	Due 3/5/2020	Checking Account	10100	Total	\$794.10
Claim#	35437 SAARI, CALVIN					
Cash Payment	E 100-41100-334	Meetings, Mileage & Lodgi Feb 2020 mileage and lunch mtgs				\$276.88
	Invoice					
Cash Payment	E 100-41100-334	Meetings, Mileage & Lodgi per diem 2020 6 mtgs				\$150.00
	Invoice					
Transaction Date	3/5/2020	Due 3/5/2020	Checking Account	10100	Total	\$426.88
Claim#	35438 SINCLAIR EXPRESS MART					
Cash Payment	E 100-42100-313	2016 Chevy Tahoe feb 2020 gas				\$32.37
	Invoice					
Cash Payment	E 100-42100-314	2019 TAHOE feb 2020 gas				\$428.09
	Invoice					
Cash Payment	E 100-42200-285	2011 E-1 Rear Mount Pum feb 2020 gas				\$117.51
	Invoice					
Cash Payment	E 100-43100-268	98 Ford Dump Trk 177-324 feb 2020 gas				\$81.71
	Invoice					
Cash Payment	E 100-43100-269	96 Ford Dump Trk 168-113 feb 2020 gas				\$203.32
	Invoice					
Cash Payment	E 100-43100-274	90 GMC Bucket Trk 900-5 feb 2020 gas				\$64.00
	Invoice					

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*Claim Register©

31020CLAIM1

February 2020

Cash Payment Invoice	E 100-43100-275	99 JD Front End Loader	feb 2020 gas			\$558.80
Cash Payment Invoice	E 100-43100-276	310 Back Hoe	feb 2020 gas			\$86.05
Cash Payment Invoice	E 100-43100-277	2019 JohnDeere Skidster	feb 2020 gas			\$111.51
Cash Payment Invoice	E 100-43100-279	2009 GMC Pickup	feb 2020 gas			\$129.51
Cash Payment Invoice	E 100-43100-280	2005 John Deere Grader	feb 2020 gas			\$158.70
Cash Payment Invoice	E 650-48000-452	2012-2013 Ambulance 150	feb 2020 gas			\$397.12
Cash Payment Invoice	E 650-48000-450	2008 Ambulance fuels -15	feb 2020 gas			\$123.61
Cash Payment Invoice	E 660-48660-460	TRANSFER AMBULANCE	feb 2020 gas			\$63.98
Transaction Date	3/5/2020	Due 3/5/2020	Checking Account	10100	Total	\$2,556.28
Claim#	35439 STREICHERS					
Cash Payment Invoice	E 100-42100-434	Clothing Allowance Madde	HBrooks flashlight uniform allow			\$119.99
Cash Payment Invoice	E 100-42100-434	Clothing Allowance Madde	HBrooks pants uniform allow			\$164.98
Cash Payment Invoice	E 100-42100-434	Clothing Allowance Madde	HBrooks shirt uniform allow			\$128.98
Cash Payment Invoice	E 100-42100-433	Clothing Allowance-Joe Da	JDasovich keeper locking system uniform allow			\$23.96
Transaction Date	3/5/2020	Due 3/5/2020	Checking Account	10100	Total	\$437.91
Claim#	35440 STREY					
Cash Payment Invoice	E 650-48000-334	Meetings, Mileage & Lodgi	Mileage and meals for Conference			\$100.23
Cash Payment Invoice	E 660-48660-334	Meetings, Mileage & Lodgi	Mileage and meals for Conference			\$100.23
Transaction Date	3/5/2020	Due 3/5/2020	Checking Account	10100	Total	\$200.46
Claim#	35441 TJS AUTO REPAIR INC					
Cash Payment Invoice	E 100-43100-267	2019 Chevy 3500HD	oil change			\$59.99
Cash Payment Invoice	E 650-48000-452	2012-2013 Ambulance 150	replace plugs and boots, etc			\$708.14
Transaction Date	3/5/2020	Due 3/5/2020	Checking Account	10100	Total	\$768.13
Claim#	35442 MPPOA					
Cash Payment Invoice	E 100-42100-325	Dues & Maintenance Plans	april-june 2020 4 members			\$152.00
Transaction Date	3/5/2020	Due 3/5/2020	Checking Account	10100	Total	\$152.00
	Claim Type			Tota		\$25,328.89

CITY OF NASHWAUK

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*Claim Register©

31020CLAIM1

February 2020

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Pre-Written Checks	\$322.91
Checks to be Generated by the Compute	\$25,005.98
Total	\$25,328.89

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

CITY OF NASHWAUK

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*Claim Register©

31020CLAIM2

February 2020

Cash Payment	E 100-45100-383 Gas Utilities	gas utilities Feb 2020			\$232.90	
Invoice						
Cash Payment	E 100-41940-383 Gas Utilities	gas utilities Feb 2020			\$867.33	
Invoice						
Transaction Date	3/9/2020	Due 3/9/2020	Checking Account	10100	Total	\$1,100.23
Claim#	35448 PRAXAIR DISTRIBUTION INC					
Cash Payment	E 100-43100-410 Lease & Rental	ind ace			\$101.53	
Invoice	95284954					
Transaction Date	3/9/2020	Due 3/9/2020	Checking Account	10100	Total	\$101.53
Claim#	35449 RANGE WATER CONDITIONING					
Cash Payment	E 100-41400-210 Operating Supplies (GENE	water for office			\$49.70	
Invoice						
Transaction Date	3/9/2020	Due 3/9/2020	Checking Account	10100	Total	\$49.70
Claim#	35450 SELLMAN BORLAND & SIMON PLLC					
Cash Payment	E 100-41600-304 Legal Fees	legal svcs Feb 2020			\$1,540.00	
Invoice						
Transaction Date	3/9/2020	Due 3/9/2020	Checking Account	10100	Total	\$1,540.00
Claim#	35451 STREICHERS					
Cash Payment	E 100-42100-431 Clothing Allowanc	Savolain clothing purchases Savo			\$104.98	
Invoice	I1416828					
Cash Payment	E 100-42100-433 Clothing Allowance-Joe	Da uniform pant daso			\$62.98	
Invoice	I1417039					
Transaction Date	3/9/2020	Due 3/9/2020	Checking Account	10100	Total	\$167.96
Claim#	35452 AIRGAS NORTH CENTRAL					
Cash Payment	E 100-43100-210 Operating Supplies (GENE	oxygen and acetylene			\$110.55	
Invoice	9968588052					
Cash Payment	E 650-48000-210 Operating Supplies (GENE	oxygen			\$19.75	
Invoice	9968588052					
Cash Payment	E 660-48660-210 Operating Supplies (GENE	oxygen			\$19.75	
Invoice	9968588052					
Cash Payment	E 650-48000-210 Operating Supplies (GENE	oxygen			\$14.92	
Invoice	9968588051					
Cash Payment	E 660-48660-210 Operating Supplies (GENE	oxygen			\$14.92	
Invoice	9968588051					
Transaction Date	3/9/2020	Due 3/9/2020	Checking Account	10100	Total	\$179.89
Claim#	35453 MN STATE FIRECHIEFS ASSOC					
Cash Payment	E 100-42200-310 Training	LHopke - Duluth FOTOS Training			\$285.00	
Invoice	1465					
Cash Payment	E 100-42200-310 Training	KBodin - Duluth FOTOS Training			\$285.00	
Invoice	1464					
Transaction Date	3/9/2020	Due 3/9/2020	Checking Account	10100	Total	\$570.00
Claim Type					Tota	\$8,465.82

CITY OF NASHWAUK

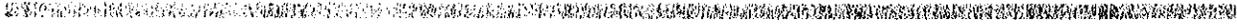
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*Claim Register©

31020CLAIM2

February 2020



Pre-Written Checks	\$0.00
Checks to be Generated by the Compute	\$8,465.82
Total	\$8,465.82

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

**Safety Complex Committee Discussion 2/26/2020
Needs & Wants List**

Attendees: Joe Dasovich, Mark Marinaro, Tiffany Bodin, Joe Martire, April Kurtock, Calvin Saari

- Completely out of space
- FD is fitting 7 vehicles in 2 ½ stalls
- Would be nice to have all vehicles in one building
- Drive through doors
- Offices
- New hose racks / trip hazard
- Overhead fill stations
- Our FD is the furthest away from any DNR response location; possible housing for DNR equipment
- Highest trained FD aside from Grand Rapids and want to maintain that
- Dryer / wash room
- Locker room
- One private bathroom (unisex) with shower
- Employee wellness center
- Roof leaks
- Kitchen waterlines freeze because they are in the outside wall
- Can't fit all employees in the training room if there are multiple department's involved
- Rehab room
- Sauna after a fire is being recommended to remove toxins
- Classroom type setting for training room with classroom kind of chairs
- Better access to parking lot to avoid blocking other employees in
- Lifelink ideally needs a landing pad that is concrete and surrounded by grass 100'x100'
- Backup generator
- Forfeiture storage / vehicles, ATV
- Theater setting / training room
- In-house EMTs have a more secluded sleeping quarters; not above running vehicles/exhaust
- Supply room/ stock room
- Evidence room with ventilation and better access control
-

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

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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. The applicable proportionate share of each Party will be based on the number of equivalent residential units (ERUs) served or to be served by the System within the Party.

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\18B918704.DOC

Personnel Committee – Guidelines

The primary function of the Personnel Committee is to receive and address personnel matters and complaints regarding City of Nashwauk staff and City Council. The Nashwauk City Council may appoint one or two of its members along with an optional third member non-Council person with some supervision experience. The creation of the Personnel Committee should resolve the issue of a Councilmember feeling the need to handle personnel matters by himself/herself.

If a Councilmember receives a complaint against a staff or council member, that Councilmember can pass it on to the Personnel Committee. The Personnel Committee can review the complaint and decide whether to address it and if so, how to address it. If it is determined the complaint does not have merit, the Personnel Committee will reply to the complainant in writing communicating the decision not to pursue the complaint. If it is determined a complaint has merit, an investigation will be conducted and progressive discipline steps may be implemented. In this scenario, the complainant will be contacted in writing and informed that the matter was addressed and dealt with appropriately.

The Personnel Committee will report to the City Council with recommendations based on complaints and subsequent investigations.

The Personnel Committee will handle grievances with assistance from the City Attorney.

The Personnel Committee may conduct monthly staff meetings with Department Heads.

Proposed

Nashwauk Personnel Committee Guidelines

Purpose

The primary function of the Personnel Committee is to receive and address personnel matters and complaints regarding City of Nashwauk staff and City Councilmembers that have been referred to the Committee by the City Administrator.

Members

The Personnel Committee shall consist of the Mayor and one Councilmember who would be appointed by the Mayor at the City's annual reorganizational meeting.

Process

If a Councilmember receives a complaint against a member of staff, that Councilmember shall pass the complaint on to the City Administrator. The City Administrator will follow the disciplinary process and/or grievance procedure within a collective bargaining agreement and/or City Personnel Policy. In the event that the City Administrator cannot find resolution to the complaint, it may be referred to the Personnel Committee for consideration.

If a Councilmember receives a complaint against a Councilmember, he/she shall pass the complaint on to the City Administrator. The City Administrator shall review the complaint and decide if it can be resolved directly with the Councilmember or it shall be referred to the Personnel Committee for consideration.

If the complaint is against the Mayor or Councilmember who serves on the Personnel Committee, the Mayor or City Administrator may make the recommendation of another Councilmember to temporarily serve on the Personnel Committee to receive the complaint.

If a complaint is received against the City Administrator, it shall be passed on to the Mayor. If the Mayor cannot resolve the complaint directly with the City Administrator, the Mayor shall refer the complaint to the Personnel Committee for consideration.

When the Personnel Committee receives a complaint, it shall: review the complaint, decide whether to address the complaint, and if so, determine how to address the complaint. If it is determined the complaint does not have merit, the Personnel Committee will reply to the complainant in writing communicating the decision not to pursue the complaint. If it is determined a complaint has merit, an investigation will be conducted and discipline steps according to the collective bargaining agreement and/or Personnel Policy may be implemented. In this scenario, the complainant will be contacted in writing and informed that the matter was addressed and dealt with appropriately.

The Personnel Committee may consult with the City Attorney as needed.

When Council action is needed, the Personnel Committee will provide written recommendation to the Nashwauk City Council based on complaints and subsequent investigations.

Conducting a Meeting

Under the Minnesota open meeting law, all city council meetings and executive sessions must be open to the public with only a few exceptions.

The open meeting law also requires meetings of a public body or of any committee, subcommittee, board, department, or commission of a public body to be open to the public.

Many city councils create committees to make recommendations regarding a specific issue. Commonly, such a committee will be responsible for researching the issue and submitting a recommendation to the council for its approval.

These committees are usually advisory, and the council is still responsible for making the final decision. This type of committee may be subject to the open meeting law. Some factors that may be relevant in deciding whether a committee is subject to the open meeting law include: how the committee was created and who are its members; whether the committee is performing an ongoing function, or instead, is performing a one-time function; and what duties and powers have been granted to the committee.

Approved 3/___/2020 City Council Meeting



March 6, 2020

Habitat for Humanity
Attn: Jamie Mjolsness
510 SE 11th Street
Grand Rapids, MN 55769

Ms. Mjolsness and Habitat Board Members,

On behalf of the City of Nashwauk, I wanted to thank you for the time that you've invested in discussions with myself and Mayor Saari. We genuinely appreciate that Habitat is looking to potentially reach out to Nashwauk area families to provide the opportunity for affordable housing.

As you know now, the City of Nashwauk has recently purchased 80 acres of property to develop into residential lots. This development is known as the Bozich Addition to Nashwauk and currently 11 lots have been developed. As of now, 10 of these lots are available for purchase. The Nashwauk City Council priced these lots at \$5,500 each.

With the City's goal of community development and Habitat's goal of providing affordable housing to low income families, Nashwauk would like to provide the following offer:

The City of Nashwauk offers Itasca County Habitat for Humanity two adjoining lots within the Bozich Addition for a total cost of \$5,500. The City acknowledges that Habitat would likely develop these lots, at the earliest, during the summer of 2021. Should Habitat accept this offer, clarity on any additional timeframes would be discussed when appropriate.

Attached with this letter is the Bozich Residential Protective and Restrictive Covenants for your information and consideration.

We genuinely look forward to working with your organization in the future.

Kind regards,

April Kurtock
City Administrator/Clerk

Bozich Residential Protective and Restrictive Covenants

The City of Nashwauk, a municipal corporation under the laws of the State of Minnesota, the owners of said legal description to which this deed refers, hereby makes the following covenants and restrictions as to the use of the lots in this agreement. The protective and restrictive covenants shall run with the land, and shall be binding upon and for the benefit of all present and future owners of said property.

1. Land Use

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

2. Construction

Within one year of the date title is transferred to the owner from the City of Nashwauk, that owner must commence construction and the dwelling must be completed within two years of date of title transfer.

3. Improvement and Structures

Improvements shall consist of only construction, single-family homes, with no single stand or doublewide manufactured home units. The minimum square feet shall be 1000 square feet for a Rambler or split-level and 1100 square feet for a one-and-a-half story or 2 story, defined as full levels above ground. Exteriors shall be natural wood stained or earth-toned and consist of steel, brick, vinyl, stucco, stone or cedar with no hardboard, pressed wood or plywood type siding. Up to two (2) garages will be permissible; or one garage and one pole building; exterior of garage and/or pole building must match exterior color of home. Garage and/or pole building must be a minimum of two stalls and 575 square feet, stick-built. Only one storage or accessory building per lot single story, maximum of 144 square feet, finished exterior to match home. Landscaping and exterior finishing must be completed within 12 months of the start of construction.

4. Two Lots

A second lot may only be purchased if the size of the home will be no less than 3,000 square feet of gross living area above grade. An application of proposed home size must be submitted to the Nashwauk Zoning Commission for approval.

5. Building Location

Must comply with current City of Nashwauk Zoning Ordinances.

6. Variance

If the owner cannot comply with paragraphs 2, the owner must apply to the Nashwauk Zoning Commission. The Committee may recommend a variance to allow additional time if the reasons for the delay are beyond the owner's control - changes in the owner's financial or health condition, changes in the building market, or unforeseen delays or any reason deemed acceptable by the Committee. The Committee must be convinced that the owner's reasons for an extension are not merely for speculation. The Committee's recommendation is then sent to the City for final decision.

7. Default

If the owner fails to comply with these provisions or is denied a variance, the City would return 2/3 of the original purchase price to the owner. The property would also revert back to the City's ownership.

8. Easements

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

9. Temporary Structures

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

10. Fencing

Fencing may be installed in compliance with the City of Nashwauk Zoning Ordinances.

11. Utilities

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

12. Pets, Livestock and Poultry

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept, except for up to six (6) chickens none of which can be roosters, provided that they are not kept, bred or maintained for any commercial purpose. Domestic household pets shall be kept in any location within the plat. Domestic household pets may be kept on any lot in the plat so long as such domestic household pets do not constitute a nuisance and/or unreasonably interfere with the quiet enjoyment of the plat by the other unit owners. Pets shall not be allowed to run-free and shall be kept on the owner's property at all times.

13. Commercial Trucks

No large commercial trucks shall be kept on the premises or the public streets within the plat. A commercial truck is defined as 22,000 pound axle weight.

14. Sewage Disposal or Wells

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

15. Subdivision of Lots

Platted lots may not be subdivided.

16. Severability

The invalidity of any one provision of these covenants by Court Order shall in no way effect or invalidate any of the provisions, which shall remain in full force and effect.

17. Term

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date same are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

18. Enforcement

The City may enforce the provisions of these covenants by proceeding at law or in equity against any person violating or attempting to violate any covenants including but not limited to eviction. The owner shall be responsible to the City for any costs, including attorney's fees incurred by the City to reacquiring the property.

Signature of Buyer

Date

Signature of Seller

Date

RHYTHMx® Technology
RHYTHMx heart rhythm-analysis technology filters ECG signals for noise and classifies cardiac rhythms as shockable or non-shockable.

Variable Escalating Energy Technology
Designed to deliver customized energy needed to each patient. If more than one shock is required, the AED does not repeat the same effort. Rather, it increases the energy dose to an appropriate higher level.

Fully Automatic Operation
Also available as a semi-automatic AED.

Intellisense® Supplies
Embedded smart circuitry communicates performance condition, age and other vital information directly to your AED.

STAR® Biphasic Waveform Technology
Self-Tracking Active Response (STAR) Biphasic customizes defibrillation energy to the patient.

Intellisense medical-grade battery communicates status & usage information to the AED

Opening lid activates AED

Non-Polarized AED Pads
This technology allows pads to be placed interchangeably on either location of the patient's chest -- eliminating confusion and hesitation during rescue.

Rescue Ready® Technology
Patented Rescue Ready technology self-tests critical electrical components of the AED including medical-grade battery and rescue pads. Each day, over a half-million Powerheart® AEDs around the world account for a collective 4,100 hours of self-tests to ensure readiness.

Dual-Language Capability
Choose between two languages in select models. A touch of a button changes the voice prompts in the chosen language without restarting or delaying the rescue.



IDEAL FOR EVERY RESCUER

FIRST-TIME RESCUER

You never performed a rescue and have minimal experience with an AED. So you want an AED to provide clear, intuitive guidance and automatically shock the victim during a rescue.

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- Athletic fields
- Transportation (airports, train stations, etc.)
- Corporations
- Hotels and lodging
- Public access locations (movie theaters, shopping malls, etc.)
- Health clubs

INTERMEDIATE RESCUER

You could be the first responder during an SCA emergency, so you want an AED with cutting-edge technology, yet intuitive and able to withstand the rigors of your job.

AED Placements:

- Law enforcement
- Military
- Government

PROFESSIONAL RESCUER

You are often the first and last line of defense during an SCA emergency, so you demand an AED that is rugged, utilizes cutting-edge technology and advanced patient treatment capabilities.

AED Placements:

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- Hospitals and clinics
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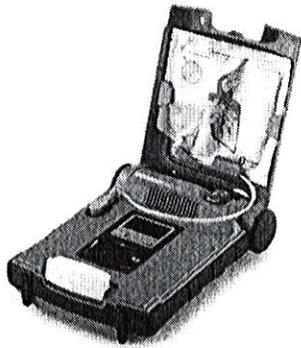
Cart total: \$0.00

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Manufacturer: CARDIAC SCIENCE CORPORATION



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Catalog page # 367, 463

Product description:

Whether you are an experienced rescuer or a first-time responder, the Powerheart G5 automated external defibrillator (AED) provides a powerful combination of features that help rescuers provide sudden cardiac arrest (SCA) victims with swift, effective, and life-saving therapy. The Powerheart G5 is the first FDA-approved AED to





Paul Bunyan (<http://www.paulbunyan.net>)

COMMUNICATIONS

Expansion Survey - City of Nashwauk

First Name

Last Name

Email Address

Contact Phone

Property Address

- Select Street Name -

- Street Number -

- City - , MN

Which best describes your location?

-- SELECT ONE --

If we bring fiber optic service to your home / business, what services would you be interested in subscribing to?

about our services

-- SELECT ONE --

If you are in a contract with your current provider, would you be interested in our services once your contract expires?

-- SELECT ONE --

Would you be willing to commit to purchase services for a period of time to ensure expansion to your location?

-- SELECT ONE --

Comments:

Submit

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March 2, 2020

AFSCME 65
Attn: Leann Stoll, Labor Representative
118 Central Avenue
Nashwauk, MN 55769

Ms. Stoll,

In light of the current labor contracts expiring at the end of 2020, the Nashwauk City Council would like to respectfully request that the labor contracts listed below be opened so that all parties may begin the process of negotiations. The Council strongly advocates for starting this process now, with the goal of starting 2021 with settled, signed contracts.

- A. AFSCME Local #81, EMS Coordinator
- B. AFSCME Local #81, Public Works Unit, Deputy Clerk
- C. AFSCME Local #81, Chief of Police
- D. AFSCME Local #81, Patrol Officers

Thank you kindly for your consideration.

Calvin Saari
Mayor, City of Nashwauk

*Sent via email
3/5/2020*



City of
NASHWAUK
FROM TIMBER TO TACONITE
301 Central Avenue, Nashwauk, MN 55769

Phone: (218) 885-1210
Fax: (218) 885-1305

www.cityofnashwauk.com

March 2, 2020

MAPE
Attn: Kelly Ahern, Labor Representative

Ms. Ahern,

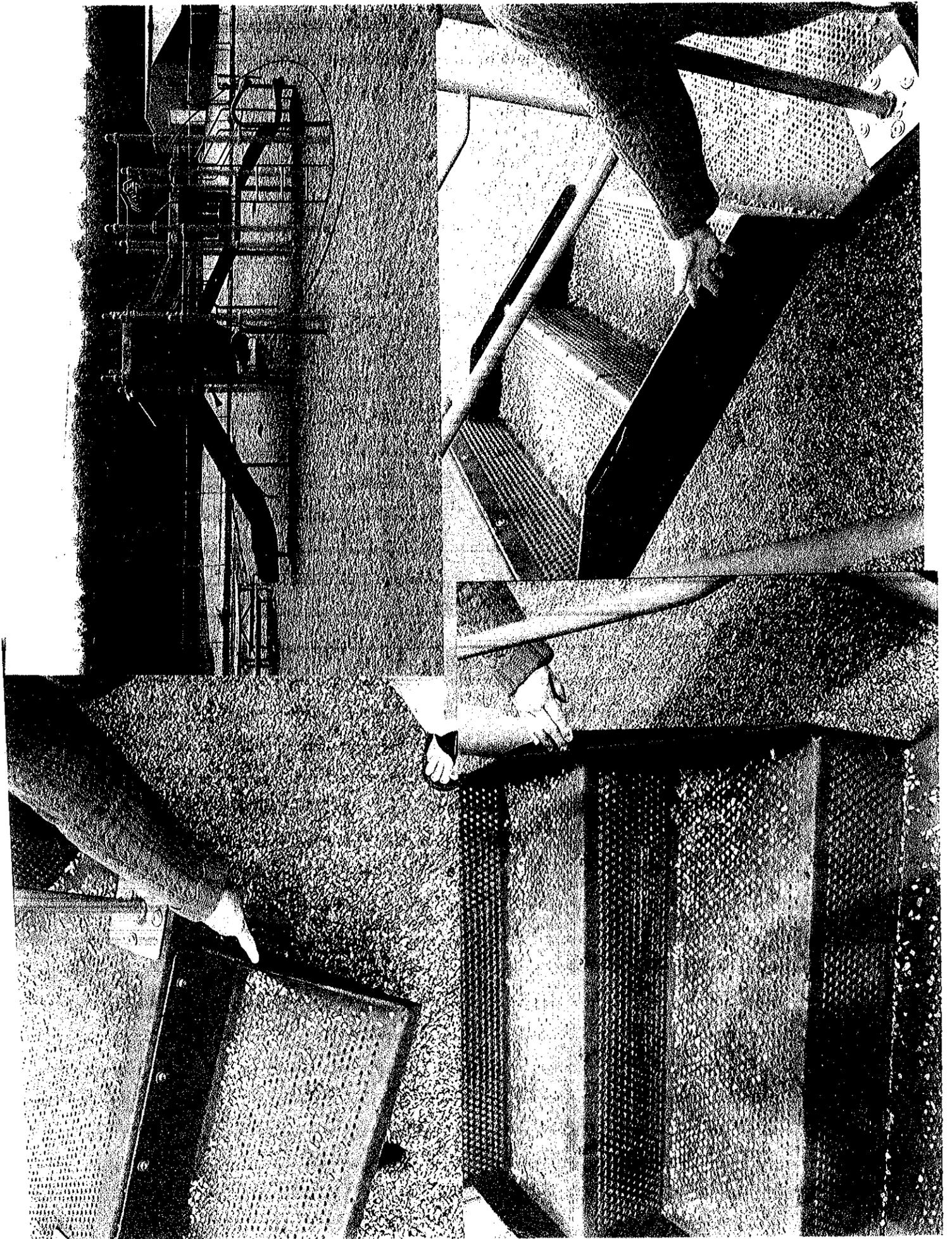
In light of the current labor contracts expiring at the end of 2020, the Nashwauk City Council would like to respectfully request that the labor contract listed below be opened so that all parties may begin the process of negotiations. The Council strongly advocates for starting this process now, with the goal of starting 2021 with settled, signed contracts.

- a. MAPE, City Administrator/Clerk/Treasurer

Thank you kindly for your consideration.

Calvin Saari
Mayor, City of Nashwauk

*SENT via email
3/6/2020*



QUOTE: R0013203006

Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752



Prepared by: Webber Recreational Design, Inc.

Project Name & Location:

1442 Brooke Court
Hastings, MN 55033
(651) 438-3630 (phone)
(651) 438-3939 (fax)
jwebber@webberrec.com

PVC Tot's Choice
Deck & Step Parts

Accounts Payable
CITY OF NASHWAUK
301 Central Avenue
Nashwaug, MN 55769
(218) 885-1210 (phone)

Prepared For:

Ship To Address:

End User:
Accounts Payable
CITY OF NASHWAUK
301 Central Avenue
Nashwaug, MN 55769
(218) 885-1210 (phone)

Charlie Kautio
CITY OF NASHWAUK
115 2nd Ave.
Nashwaug, MN 55769
(218) 885-1210 (phone)

Quote Number: R0013203006
Quote Date: 1/15/2020
Valid For: 30 Days From Quote Date

Transfer Point

Product line: Tot'sChoice
Age group: 2-12

Components

Part Number	Description	Qty	Weight	Unit Price	Total
987145RD	STEP, KC TP BTM FPS Red	1	23.14	186.00	186.00
988056	PARTS CARTON KC TP FPS	1	2.00	51.00	51.00
988139RD	TC - TRANS PT DECK FPS Red	1	50.00	468.00	468.00
988142RD	TC - TRANS PT TOP STEP FPS (22-7/8" RISE	1	80.40	589.00	589.00
Total					186.00

Decks

Product line: Tot'sChoice
Age group: 2-12

Components

Part Number	Description	Qty	Weight	Unit Price	Total
982073	PARTS CARTON 718502	3	2.00	47.00	141.00
Total					141.00

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Miracle. (with copy to Sales Representative) via fax or email.

Sales Representative: To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miracle.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miracle.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

Notes:

Equipment Weight: 578.84 lbs
 Equipment Price: \$4,621.00
 Freight: \$440.32
 Grand Total: \$5,061.32

Totals:

Part Number	Description	Qty	Weight	Unit Price	Total
988144RD	TC - 1 STEP FPS RD	1	55.30	386.00	386.00
713248	PARTS CARTON STAIRS	1	2.00	26.00	26.00
Components					Total

1' Rise Stair
 Product line: TotChoice
 Age group: 2-12

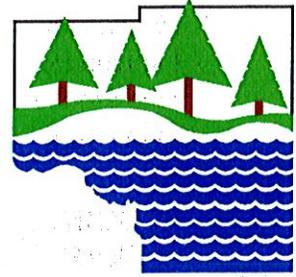
Part Number	Description	Qty	Weight	Unit Price	Total
988162RD	TC - 3 STEP ATA FPS RD	1	110.50	759.00	759.00
713248	PARTS CARTON STAIRS	1	2.00	26.00	26.00
Components					Total

2' Rise Stair
 Product line: TotChoice
 Age group: 2-12

988130RD	TC-SQUARE DECK	3	82.50	663.00	1,989.00
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ITASCA COUNTY TRANSPORTATION DEPARTMENT

123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-2853 Fax (218)327-0688



Date: February 24, 2020

To: All Itasca County Township and City Clerks

From: Karin Grandia, P.E. *KG*
Itasca County Transportation Department

Subject: Five-Year Plan for Highway Improvement Projects

This is to inform you of the upcoming public input opportunity for Itasca County's proposed Five-Year Plan for Highway Improvement Projects. The meeting will be held March 3, 2020 at the regularly scheduled County Board work session in the Boardroom of the Itasca County Courthouse in Grand Rapids. During the meeting we will present our proposed Five-Year Plan. County Board members will be available to hear verbal input at that time. The Five-Year Plan is available on the Transportation Department webpage. Written comments will be accepted at the Transportation Department until March 24, 2020.

Please note that the project schedule is dependent on funding, permitting and future staffing levels. This "Five-Year Plan" can and most probably will be subject to change. Some projects could be delayed and some projects occasionally are advanced.

Copies of the Five-Year Plan will be available at the meeting or upon request from the Transportation Department. Thank you for your interest in our projects. If you have any questions, please contact me at 327-2853.

April Kurtock

From: April Kurtock
Sent: Tuesday, March 3, 2020 12:22 PM
To: April Kurtock
Subject: FW: Conference Call on Mesabi Metallica - Summary

Summary of Conference Call on Mesabi Metallica

On the call: Charles Sutton – Environmental & Minerals officer; Patrick Tannis – Governor Walz's staff; Jess Richards & Barb Narramore – DNR Asst & Deputy Commissioners

Facts: As a condition of the leases and permits with the State of MN, Mesabi Metallica (MM) was to (A) complete construction of the pellet plant by Dec 31, 2019 and (B) pay mineral royalties in the sum of \$11.6 million by January 20, 2020.

Neither of those occurred thus initiating a default status on the leases and permits with the DNR. The DNR has one year from the date of default to take action on MM.

Talks with MM have been ongoing – mostly through legal counsel, MM has continued to state that financial interest from Mercuria is in place and STELCO has an interest in the pellets. It seems apparent that ESSAR is still in play with MM and the DNR has made it clear that ESSAR cannot have a controlling position on the project or the property.

The DNR has talked with other mining companies and some have expressed an interest in the property but there is no indication that a purchase is in play between MM and another "credible partner or company". If the DNR were to pull the leases all indications are that MM will initiate a liquidation bankruptcy proceedings.

This would most likely result in the need to re-permit the project which is an uncertainty in this day and age, even for a ferrous mine operation.

The Governor remains committed to the project and has directed his staff to work to find the pathway to completion.

MM has not made property tax payment to either the city of Nashwauk, or Itasca County. Neither entity at this time is pursuing legal recourse for payment, however the county is still enjoined with the state in litigation over the \$64 million that was never paid back to the those parties.

The Dept of Administration has not ruled on the debarment request from the DNR and the DNR believes that request is still valid. No real GOOD news, but the DNR does not foresee waiting until December to make a final decision on the default. Talks continue and we will get another update down the road.

Steve Giorgi
Executive Director
RAMS
SGiorgi@ramsmn.org
218-780-8877