

**CITY OF NASHWAUK**  
**City Council Regular Agenda**

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

**MONDAY, MARCH 9, 2020**  
**CITY COUNCIL WORK SESSION**

**City Council**

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**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. Recreation Committee Guidelines & Goals**
- 3. Follow-up with Sarah Carling, CEDA**
- 4. Football Equipment Donation**
- 5. Recreation Center / Community Center / Safety Complex Discussion**
- 6. Habitat for Humanity Lot Discussion and Proposal**

The Nashwauk recreation board will be required to help develop, implement and adhere to the following guidelines and expectations.

1. The board will set a regular monthly meeting with dates and times posted on the bulletin board in the Memorial building.
2. Board will elect officers and adopt By-Laws governing their meetings.
3. Board will keep regular minutes of monthly meetings.
4. Board will submit minutes to the council. Any recommendations to the council for action will have a detailed description of action requested as well as rationale for said recommendations or a member of the board will be present to answer questions.
5. By October 2005 board, with the help of the clerk's office will develop a "recreation plan" outlining the programs and activities the recreation board plans to oversee during the course of the year.
6. Recreation board will understand that they will oversee current recreation programs and activities and will work to develop and implement new programs. The recreation board is an advisory board and does not have any authority to set policy. The purpose of the board is to oversee recreation activities and programs and to make recommendations to the council for action.

Approved at the August 8, 2005 council meeting

**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
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March 6, 2020

Habitat for Humanity  
Attn: Jamie Mjolsness  
510 SE 11<sup>th</sup> 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 Kurtcock  
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.

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Signature of Buyer	Date	Signature of Seller	Date
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