CITY OF NASHWAUK

City Council Regular Agenda

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

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

TUESDAY, JUNE 23, 2020

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ELECTRONIC MEETING STATEMENT. Per Minnesota Statutes 13D.021, the City may conduct a meeting through electronic means if an in-person meeting is not practical because of a health pandemic. At least one member of the council must be present at the regular meeting location. All votes are conducted by roll call, so each member's vote on each issue can be identified and recorded. Please be recognized by the Chair before speaking.**

4. **ADOPTION OF AGENDA**

5. **NOTABLE ITEMS**
   a. Community Resources Development re: EIJSB

6. **APPROVAL OF MINUTES**
   a. Minutes of the June 9, 2020 City Council meeting.
   b. Minutes of the May 18, 2020 Work Session meeting.

7. **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 #62320 Claim 1 in the amount of $1,300.31.
   b. Approve claims register #62320 Claim 2 in the amount of $107,533.11.
   c. Approve claims register #62320 Claim 3 in the amount of $1,354.38.
   d. Approve April Kurtock to attend clerk's election training in Grand Rapids on July 9.

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e. Approve ride-along for Peyton Johnson on the Nashwauk Ambulance Service.
f. Approve ride-along for Elissa Degnan on the Nashwauk Ambulance Service.

8. UNFINISHED BUSINESS

a. Recreation Center Renovations

b. Building Inspection Update
   1. Consideration of letter of request from landlord Bruce Conway that the City not enforce 'third instance' Rental Ordinance provisions after the Governor's Executive Order on evictions is terminated for the rental at 117 3rd Street; additionally, requesting that citations he received for 117 3rd Street and 114 1st Street be cancelled.

   2. Consider approval of Resolution 2020-16 for the Intent to Amend Chapter 153 of the City Ordinances Entitled 'Rental Housing Standards.' Proposed changes to include: owner definition, number of licenses, and compliance timeline.

   3. Consider proposed Blight/Rental Committee.

c. East Itasca Joint Sewer Board Update

   1. Review and consideration of the Amended and Restated Joint Powers Agreement relating to the East Itasca Joint Sewer Board.

9. NEW BUSINESS

a. Consider proposal of Councilors serving as Department Liaisons.

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b. Consider request by Brian Gangl for a driveway approach to access his property from the Bozich Addition.

c. Consider request by Lisa Peratalo, owner of The Saloon, to block off Central Avenue from Mucho Si to Highway 65 on July 3 from 11 a.m. to an undetermined time for the purpose of a bean bag tourney.

d. Consider approval of the COVID-19 Preparedness Plan for the City of Nashwauk; allowing the Administrator to sign.

10. DEPARTMENT & COMMITTEE REPORTS & REQUESTS

a. ***Ambulance Service:***

1. Consider approval of the recommendation from EMS Coordinator Bodin to hire Amber Applebee as an EMT on the Nashwauk Ambulance Service.

2. Consider approval of the recommendation from EMS Coordinator Bodin to hire Troy Boettcher as an EMT on the Nashwauk Ambulance Service.

b. Fire Department:

1. Consider approval of the quote from DSC Communications for batteries and pagers in the amount of $6,217.50; cost to be split between the Fire Department and Ambulance Service.

2. Consider approval of the quote from Fire Safety U.S.A. for a Firetech headlight set in the amount of $1,215.00.

c. ***4th of July Committee:***

11. **COMMISSION UPDATES**

12. **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.

13. **MAYOR AND COUNCIL UPDATES**

14. **ADJOURN**

15. **SPECIAL MEETING TO FOLLOW**

None.

City of Nashwauk
City Council Meeting
June 9, 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 Heyblom, Mayor Saari. Present via Zoom: Councilor Holmbeck, Councilor Gangl.
Members absent: Councilor Bodin.
Also present: Engineer Jamnick, Administrator Kurtock. Present via Zoom: Attorney Simon, EMS Coordinator Bodin, Chief Dasovich.

Electronic Meeting Statement
Mayor Saari read the electronic meeting statement that per Minnesota Statutes 13D.021, the City may conduct a meeting through electronic means if an in-person meeting is not practical because of a health pandemic. At least one member of the council must be present at the regular meeting location. All votes are conducted by roll call, so each member's vote on each issue can be identified and recorded. Please be recognized by the Chair before speaking.

Adoption of Agenda
*Motion by Councilor Heyblom, seconded by Councilor Gangl to adopt the agenda of the June 9, 2020 City Council meeting.
Ayes: all present. Motion carried.

Notable Items
Engineer Jamnick was present to discuss the updated 5-Year Capital Improvement Plan. Jamnick stated that it had been updated for new estimated costs from 2017 figures. He summarized the various projects and detailed the infrastructure projects. Mayor Saari stated he'd prefer to see a goal year stated for each project so that the City doesn't lose track of projects. Councilor Gangl said we could have the nicest streets in Nashwauk but it would attract people more to Nashwauk if the City offered recreational amenities. Councilor Holmbeck shared concern about the cement pile and prohibiting future use. Councilor Heyblom noted that the equipment need list was extensive, too; and said stating that multiple projects needed to be completed within the next 1-2 years was unrealistic, as the City has a lean budget. The Capital Improvement Plan document would be updated to include equipment and recreational projects.

Mayor Saari said because Engineer Jamnick was present it would be an opportune time for Council to ask any questions they may have regarding the sewer pond extension project. Councilor Holmbeck stated that he's uncomfortable with entering into an agreement with Lone Pine. Mayor Saari said that the City is already in an agreement with Lone Pine and the Board is moving forward with Lone Pine. Councilor Heyblom stated Nashwauk City Council would determine forward progress, not the Board.

Councilor Heyblom there is no language within the Joint Powers Agreement that states that Nashwauk will own the property where the new ponds will be located; he stressed the need for clear language within the agreement.

Approval of Minutes

*Motion by Councilor Heyblom, seconded by Councilor Holmbeck to approve the minutes of the May 26, 2020 City Council meeting; minutes of the May 26, 2020 Work Session.

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

Approval of Consent Agenda

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

a. Approve claims register #6920 Claim 1 in the amount of $20,238.80.

b. Approve claims register #6920 Claim 2 in the amount of $16,825.94.

Roll call—Ayes: Councilor Heyblom, Mayor Saari. Nays: Councilor Holmbeck, Councilor Gangl. Motion failed.

Councilor Gangl requested to know why Councilor Holmbeck voted no. Councilor Holmbeck said he'd received a complaint regarding fire department spending and wanted to investigate the allegations.

*Motion by Councilor Holmbeck, seconded by Councilor Gangl to approve all claims, pulling all bills from the claims register related to the fire department.

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

Unfinished Business

Recreation Center Renovations

Mayor Saari stated that 79 surveys had been returned, but more are needed in order for the survey to be considered valid. At a previous meeting Council had stated an interest in placing a question on the ballot related to the project. Councilor Holmbeck requested a work session related to the ballot question.

Building Inspection Update

At a previous meeting, Councilor Gangl had suggested capping the number of rental licenses issued. As there were 68 identified rental units, Administrator Kurtock recommended that no more than 70 licenses be issued. Councilor Heyblom dissented, recommending that the number not be more than 50. All existing units would be grandfathered in but as rentals sold or were no longer rentals, they would lose their status within the existing 68. Attorney Simon stated she would research if the cap language would need to be placed within the ordinance. The item would be on the next agenda for action. Councilor Holmbeck stated he wanted to move forward with the first steps of the civil prosecution in anticipation that the Governor's executive order would be repealed soon.

East Itasca Joint Sewer Board Update

The Joint Powers Agreement within the packet had been reviewed by the League attorney, who had suggested additional language within the insurance section.

LaRue Pit Access

A complaint had been received about camping at LaRue Pit Access. According to the lease, camping on leased property was not allowable. The violator would be sent a cease and desist letter, citing lease terms. Councilor Heyblom stated the City is responsible for securing that area each night. Park hours have to be posted and it needs to be closed and secured.

New Business
None.

Department & Committee Reports & Requests
Ambulance Service
Medical Billing Service
EMS Coordinator Bodin and Administrator Kurtock presented an agreement from TransMedic Billing Service with the recommendation to switch to the company for all ambulance billing. The current provider was Fairview Range Billing Service. The switch would save approximately $7,700 per year in billing expenses and the company's reporting was much clearer to understand, which had been a concern of the auditor for the past two years. Councilor Heyblom said he supported the switch, but wanted to acknowledge the Fairview Foundation's commitment to the community.

*Motion by Councilor Gangl, seconded by Mayor Saari to approve the agreement between the City of Nashwauk and TransMedic Medical Billing Services to provide billing services for the Nashwauk Ambulance Service; and, approving the corresponding Business Associate Agreement for Security Compliance; additionally, sending a letter to Fairview explaining the switch.

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

Ambulance Resignation
*Motion by Councilor Heyblom, seconded by Councilor Gangl to accept the resignation of Teresa Lanyk from the Nashwauk Ambulance Service effective June 4, 2020.

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

Ambulance Terminations
*Motion by Councilor Heyblom, seconded by Councilor Holmbeck to approve the termination of Travis Tammi from the Nashwauk Ambulance Service effective June 9, 2020.

Roll call—Ayes: Councilor Holmbeck, Councilor Heyblom, Councilor Gangl, Mayor Saari. Motion carried.

*Motion by Councilor Heyblom, seconded by Councilor Gangl to approve the termination of Connor Grigsby from the Nashwauk Ambulance Service effective June 9, 2020.

Roll call—Ayes: Councilor Holmbeck, Councilor Heyblom, Councilor Gangl, Mayor Saari. Motion carried.

4th of July Committee
Councilor Heyblom stated that he felt the fireworks should be postponed until Labor Day weekend. Councilor Holmbeck suggested a Labor Day block party. Mayor Saari stated the Council wouldn't be voting on the Committee's suggestion, as it was up to the Committee to work on, not for Council action.

Commission Updates
None.

Public Comment
None.

Mayor and Council Update

Mayor Saari stated he was still waiting on Governor Walz to hold a special session. The Range Mayors would be meeting via Zoom with the Governor the next day for an update on the riots, COVID-19, distributing aid.

Councilor Gangl thanked staff for their hard work.

Councilor Holmbeck requested it be published that the Committee was rescheduling fireworks for Labor Day.

Adjourn

Mayor Saari adjourned the meeting at 7:20 p.m.

_____

City Clerk

City of Nashwauk
City Council Work Session
May 18, 2020

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

Members present: Councilor Heyblom, Mayor Saari. Present via Zoom: Councilor Holmbeck.
Others present: NPU Commissioner Bolf, NPUC Chairman Latvala, Fire Chief Marinaro, Administrator Kurtock, Auditor Greg Knutson.

2019 Audit Review

Auditor Greg Knutson presented a summary of findings of city financials for 2019. He highlighted the statement of balances arising from cash transactions on governmental funds and stated that the cash fund balance had decreased from 2018 by $128,554. The general fund balance had decreased by $117,930 from the previous year, which was mostly attributable to severances paid. Knutson discussed the statement of propriety funds and the various transfers in and out along with depreciation costs. Specific to the public utilities, he noted that the utility enterprise fund reported an operating loss of $178,085. A significant reason for the loss was due to the depreciation expense of $248,320. Knutson discussed the basis of accounting and suggested that capital assets should be recorded at historical costs at the time received so the City could better safeguard its assets. NPU Commissioner Bolf questioned if the NPUC were to fully fund depreciation, could the City access those funds? Knutson said the depreciation funds were to be used for replacing capital assets, but transfers among funds could happen, but should be paid back. Councilor Heyblom stated that depreciation funds would lower the amount that the City or NPU needed to bond for future projects and encouraged funding depreciation.

Knutson discussed the OPEB fund. The City has been using an alternative method for calculation, but a switch in GASB has made it more complicated so he advised that the City obtain an actuarial because his firm would not be able to provide this service anymore.

Councilor Holmbeck discussed the ambulance funds and Councilor Heyblom requested that profit loss statements be provided for the ambulance service.

Tracking Work Orders

Councilor Holmbeck wanted a better way of tracking work orders requested by Council on the agenda. Mayor Saari recommended a title of Tracking Pending Work Projects be placed under the Unfinished Business section of the regular agenda.

LaRue Camping

Mayor Saari shared a letter he'd received addressed to his home address that stated a concern about camping happening at the LaRue Pit Access. Councilor Heyblom said that the lease should be referred to first before Council addresses the issue.

Adjourn

Mayor Saari adjourned the meeting at 6:50 p.m.

_____
City Clerk

CITY OF NASHWAUK

*Claim Register©

62320CLAIM1

June 2020

Claim Type

Claim# 35768 *M&M AUTO*

Cash Payment Invoice	E 100-42200-285 2011 E-1 Rear Mount Pum	recharge AC units				$229.00
Cash Payment Invoice	E 100-42200-296 1996 Chevrolet Brush Truc	recharge AC units				$119.00
Transaction Date	6/19/2020	Due 6/19/2020	Checking Account	10100	**Total**	$348.00

Claim# 35769 *EMERGENCY RESPONSE SOLUTIO*

Cash Payment Invoice 15429	E 100-42200-210 Operating Supplies (GENE	3 wildland packs				$672.31
Transaction Date	6/19/2020	Due 6/19/2020	Checking Account	10100	**Total**	$672.31

Claim# 35770 *KME INC*

Cash Payment Invoice 3444	E 100-42200-285 2011 E-1 Rear Mount Pum	diagnosis and clear SCR after treatment system				$280.00
Transaction Date	6/19/2020	Due 6/19/2020	Checking Account	10100	**Total**	$280.00

Claim Type **Tota** **$1,300.31**

Pre-Written Checks	$0.00
Checks to be Generated by the Compute	$1,300.31
Total	$1,300.31

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

CITY OF NASHWAUK

*Claim Register©

62320CLAIM2

June 2020

Claim Type

Claim# 35771 *AMERICAN BANK* Ck# 005794E 6/19/2020

Cash Payment Invoice	E 100-41400-361 Bank Charges	may 2020 mo cash mgmt fee	$20.00
Cash Payment Invoice	E 650-48000-361 Bank Charges	may 2020 mo cash mgmt fee	$10.00
Cash Payment Invoice	E 660-48660-361 Bank Charges	may 2020 mo cash mgmt fee	$10.00

Transaction Date 6/19/2020 Due 6/19/2020 Checking Account 10100 **Total** $40.00

Claim# 35772 *BLUE CROS BLUE SHIELD - RETIRE*

Cash Payment Invoice	E 100-49240-130 Employer Paid Health Ins/	July 2020 premiums	$777.00

Transaction Date 6/19/2020 Due 6/19/2020 Checking Account 10100 **Total** $777.00

Claim# 35773 *BOUND TREE MEDICAL*

Cash Payment Invoice 83654578	E 650-48000-210 Operating Supplies (GENE	medical supplies	$508.94
Cash Payment Invoice 83654578	E 660-48660-210 Operating Supplies (GENE	medical supplies	$508.94

Transaction Date 6/19/2020 Due 6/19/2020 Checking Account 10100 **Total** $1,017.88

Claim# 35774 *EDWARDS OIL INC*

Cash Payment Invoice	E 100-42100-313 2016 Chevy Tahoe	gas may 2020	$126.17
Cash Payment Invoice	E 100-42100-314 2019 TAHOE	gas may 2020	$175.85
Cash Payment Invoice	E 100-43100-282 Mowers	gas may 2020	$14.00
Cash Payment Invoice	E 650-48000-452 2012-2013 Ambulance 150	gas may 2020	$27.00

Transaction Date 6/19/2020 Due 6/19/2020 Checking Account 10100 **Total** $343.02

Claim# 35775 *EARL F. ANDERSEN*

Cash Payment Invoice 0123455-IN	E 100-45100-344 Rec Programming Expens	playground and employees only signs	$105.15
Cash Payment Invoice 0123455-IN	E 100-41100-430 Miscellaneous (GENERAL)	playground and employees only signs	$111.55

Transaction Date 6/19/2020 Due 6/19/2020 Checking Account 10100 **Total** $216.70

Claim# 35776 *EMERGENCY APPARATUS MAINTE*

Cash Payment Invoice 111314	E 650-48000-450 2008 Ambulance fuels -15	right front marker light and paddle latch left and rear compartment doors	$364.38
Cash Payment Invoice 111316	E 660-48660-460 TRANSFER AMBULANCE	battery post corroded and right front marker light	$364.38

Transaction Date 6/19/2020 Due 6/19/2020 Checking Account 10100 **Total** $728.76

Claim# 35777 *GALLS INCORPORATED*

Cash Payment Invoice 015708992	E 100-42100-433 Clothing Allowance-JDaso	tie bar state seal	$27.97

Transaction Date 6/19/2020 Due 6/19/2020 Checking Account 10100 **Total** $27.97

Claim# 35778 *HIBBING FEED & SEED*

CITY OF NASHWAUK

*Claim Register©

62320CLAIM2

June 2020

Cash Payment Invoice	E 100-45100-210 Operating Supplies (GENE	Lawn mix				$141.95
Transaction Date	6/19/2020	Due 6/19/2020	Checking Account	10100	**Total**	$141.95
Claim#	35779 *LEAGUE OF MN CITY-BERKLEY*					
Cash Payment Invoice	E 650-48000-360 Insurance (GENERAL)	Work comp coverage prems6/27/2020-6/27/2021				$10,705.00
Cash Payment Invoice	E 660-48660-360 Insurance (GENERAL)	Work comp coverage prems6/27/2020-6/27/2021				$10,705.00
Cash Payment Invoice	E 601-49000-360 Insurance (GENERAL)	Work comp coverage prems6/27/2020-6/27/2021				$1,371.25
Cash Payment Invoice	E 602-49020-360 Insurance (GENERAL)	Work comp coverage prems6/27/2020-6/27/2021				$1,371.25
Cash Payment Invoice	E 603-49030-360 Insurance (GENERAL)	Work comp coverage prems6/27/2020-6/27/2021				$2,375.25
Cash Payment Invoice	E 604-49040-360 Insurance (GENERAL)	Work comp coverage prems6/27/2020-6/27/2021				$1,371.25
Cash Payment Invoice	E 100-49242-360 Insurance (GENERAL)	Work comp coverage prems6/27/2020-6/27/2021				$71,527.00
Transaction Date	6/19/2020	Due 6/19/2020	Checking Account	10100	**Total**	$99,426.00
Claim#	35780 *MCCOY CONSTRUCTION & FORES*					
Cash Payment Invoice 1985322	E 100-43100-282 Mowers	ground and battery cable				$211.88
Transaction Date	6/19/2020	Due 6/19/2020	Checking Account	10100	**Total**	$211.88
Claim#	35781 *MEDIACOM*	Ck# 005795E 6/19/2020				
Cash Payment Invoice	E 100-45100-321 Phone/Internet	phone svc 6/15-7/14/2020				$43.57
Transaction Date	6/19/2020	Due 6/19/2020	Checking Account	10100	**Total**	$43.57
Claim#	35782 *MEDICAREBLUE RX*					
Cash Payment Invoice	E 100-49240-130 Employer Paid Health Ins/	July 2020 prescription plan prems				$1,035.00
Transaction Date	6/19/2020	Due 6/19/2020	Checking Account	10100	**Total**	$1,035.00
Claim#	35783 *MPPOA*					
Cash Payment Invoice 8024-14	E 100-42100-325 Dues & Maintenance Plans	3rd qtr 2020 4 members				$152.00
Transaction Date	6/19/2020	Due 6/19/2020	Checking Account	10100	**Total**	$152.00
Claim#	35784 *RANGE REGIONAL HEALTH SERVIC*					
Cash Payment Invoice	E 100-43100-305 Medical Fees	Street dept medical fees				$363.00
Transaction Date	6/19/2020	Due 6/19/2020	Checking Account	10100	**Total**	$363.00
Claim#	35785 *SUN LIFE FINANCIAL*					
Cash Payment Invoice	E 100-42100-131 Employer Paid Life/LTD	july 2020 LTD prems				$76.69
Cash Payment Invoice	E 100-43100-131 Employer Paid Life/LTD	july 2020 LTD prems				$359.59
Cash Payment Invoice	E 100-41400-131 Employer Paid Life/LTD	july 2020 LTD prems				$39.90

CITY OF NASHWAUK

*Claim Register©

62320CLAIM2

June 2020

Transaction Date	6/19/2020	Due 6/19/2020	Checking Account	10100	**Total**	$476.18
Claim#	35786 *TJS AUTO REPAIR INC*					
Cash Payment	E 100-42100-314 2019 TAHOE		Oil change			$79.99
Invoice 10503						
Cash Payment	E 100-42100-313 2016 Chevy Tahoe		tire repair			$20.00
Invoice 10504						
Cash Payment	E 100-42100-314 2019 TAHOE		front and rear brakes			$916.87
Invoice 10515						
Cash Payment	E 650-48000-452 2012-2013 Ambulance 150		oil change and headlight bulb			$85.41
Invoice 10520						
Cash Payment	E 100-42200-296 1996 Chevrolet Brush Truc		fuel level assumbly			$494.59
Invoice 10510						
Cash Payment	E 100-42100-313 2016 Chevy Tahoe		front and rear brakes			$885.34
Invoice 10525						
Cash Payment	E 100-42100-314 2019 TAHOE		rear tire repair			$50.00
Invoice 10528						
Transaction Date	6/19/2020	Due 6/19/2020	Checking Account	10100	**Total**	$2,532.20
	Claim Type				**Tota**	**$107,533.11**

Pre-Written Checks	$83.57
Checks to be Generated by the Compute	$107,449.54
Total	$107,533.11

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

CITY OF NASHWAUK

*Claim Register©

62320CLAIM3

June 2020

Claim Type

Claim#	35787 *AT&T*					
Cash Payment	E 100-41100-321 Phone/Internet		5/7-6/6/20 council ipads			$78.19
Invoice	350290X06142020					
Cash Payment	E 100-43100-321 Phone/Internet		5/7-6/6/20 bldg inspector phone			$68.10
Invoice	350290X06142020					
Cash Payment	E 100-42200-321 Phone/Internet		5/7-6/6/20 fire ipad			$37.69
Invoice	350290X06142020					
Cash Payment	E 650-48000-321 Phone/Internet		5/7-6/6/20 ipads, trans phone and fleet trackers			$126.98
Invoice	350290X06142020					
Cash Payment	E 660-48660-321 Phone/Internet		5/7-6/6/20 ipads, trans phone and fleet trackers			$126.98
Invoice	350290X06142020					
Cash Payment	E 100-42100-321 Phone/Internet		5/7-6/6/20 squad phone			$53.10
Invoice	350290X06142020					
Transaction Date	6/23/2020	Due 6/23/2020	Checking Account	10100	**Total**	$491.04
Claim#	35788 *MEDIACOM*		Ck# 005796E 6/23/2020			
Cash Payment	E 100-42100-321 Phone/Internet		6/27-7/26/20 phone/internet			$100.80
Invoice						
Cash Payment	E 650-48000-321 Phone/Internet		6/27-7/26/20 phone/internet			$50.40
Invoice						
Cash Payment	E 660-48660-321 Phone/Internet		6/27-7/26/20 phone/internet			$50.40
Invoice						
Cash Payment	E 100-42200-321 Phone/Internet		6/27-7/26/20 phone/internet			$140.75
Invoice						
Transaction Date	6/23/2020	Due 6/23/2020	Checking Account	10100	**Total**	$342.35
Claim#	35789 *PURCHASE POWER*					
Cash Payment	E 100-41100-222 Postage		postage			$56.60
Invoice						
Cash Payment	E 601-49000-222 Postage		postage			$116.10
Invoice						
Cash Payment	E 602-49020-222 Postage		postage			$116.10
Invoice						
Cash Payment	E 603-49030-222 Postage		postage			$116.10
Invoice						
Cash Payment	E 604-49040-222 Postage		postage			$116.09
Invoice						
Transaction Date	6/23/2020	Due 6/23/2020	Checking Account	10100	**Total**	$520.99
	Claim Type				**Tota**	**$1,354.38**

CITY OF NASHWAUK

*Claim Register©

62320CLAIM3

June 2020

Pre-Written Checks	$342.35
Checks to be Generated by the Compute	$1,012.03
Total	$1,354.38

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

April Kurtock

From: Bruce Conway <bruceconway4964@gmail.com>
Sent: Wednesday, June 10, 2020 3:02 PM
To: April Kurtock
Subject: Petition to retain rental license for 117 3rd st.

To the Nashwauk council:
I respectfully ask that the city allows me to continue renting 117 3rd st....I understand and agree with the need and desire to have descent, law abiding residents living in our community.....and I want the same sort of people as renters. As much as we all realize that those kind of people in that rental status are harder to find....I will commit to informing my renters that they have 2 strikes....in an effort to not get the third strike....and if a 2nd nuisance call is made on them....that will be cause for immediate eviction.

I do not....however...agree with a strike 3 ordinance on the property...I will do my best to keep good people in my properties, and as...I'm pretty sure the Nashwauk Police Department will agree....I have worked with them in trying to keep the riffraff out.....but...let's face it....that part of our community can be challenging to work with.....as you know.

I know that I have "bucked" on this ordinance....because I believe it's unfair.....that being said...I know now.... that...this isn't going to go away.....so I will comply and do my best to keep up with compliance.....but I would ask that there be some tolerance and understanding from the city ....as I have no control over how people act and or what events may occur.....and I believe that the strike 3 should be on the tenant...NOT the landlord....

I further ask the council to forgive ALL of the tickets that Officer Das had to write on both 117 3rd and 114 1st....on my promise and commitment to keep my renters on a " strike 2 or you're out" rental agreement.

I have seen my share of "bad renters" you all know that....some of these "bad renters" are related to some of you people.....and I've also seen some "bad renters" ....who were referred to... at one time by a Nashwauk city official as "dirt bags".....and by giving this particular couple a chance and hanging in there with them.....they have both turned into very productive and essential workers in my hometown.....and are very good tenants....

Lynne and I have worked pretty hard over the years to try and be hometown economic contributors in one way or another....it's not an easy task to keep a small business going in a small town....especially living in Forest Lake and trying to run a business remotely....as you all would know.....but we love this town and this area.....and we continue to love it and are trying to contibute positively and have something more to come home for.....SO.....PLEASE know that we will do our best to continue to provide good and affordable housing for that part of our community that needs and relies on renting.

Sincerely and with Regard,

Bruce Conway

At the Council meeting held June _____, 2020, at 5:20 P.M., in the Nashwauk City Council Chambers, _____ offered the following resolution and moved its adoption:

RESOLUTION No. 2020-16

RESOLUTION OF INTENT TO AMEND CHAPTER 153 OF THE CITY ORDINANCES ENTITLED 'RENTAL HOUSING STANDARDS'

WHEREAS, The City Council of the City of Nashwauk wishes to provide provisions under which entities and/or people may rent premises but also seeks to promote individuals purchasing their homes rather than renting; and,

WHEREAS, Minnesota Statutes Section 415.19 requires notice of new Ordinances or amendments to existing Ordinances of at least 10 days.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

1. The City Council of the City of Nashwauk seeks to amend Chapter 153 of its Ordinances as set out in the proposed Ordinance No. _____ attached hereto.

2. That the Council Meeting scheduled for July 14, 2020, is set as the Meeting at which the proposed ordinance is scheduled for a final vote.

3. The Clerk is directed to see to the posting of the proposed Ordinance on the City's website and at any other location where other public notices are posted at least ten (10) days prior to the _____, 2020, Council Meeting.

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

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

Passed and adopted this _____ day of June, 2020.

CITY OF NASHWAUK

_____
Calvin Saari, Mayor

ATTEST:

_____
April Kurtock
Clerk

CERTIFICATION

I CERTIFY THAT the above Resolution is a true and correct copy of a Resolution adopted and passed by the Nashwauk City Council at its regular meeting held on Tuesday, June ____, 2020.

(city seal)

_____
April Kurtock
City Clerk

ORDINANCE NO. 2020-02

AN ORDINANCE OF THE CITY OF NASHWAUK, MINNESOTA, AMENDING NASHWAUK CITY ORDINANCES CHAPTER 153 ENTITLED "RENTAL HOUSING STANDARDS" BY AMENDED SECTION 153.02 ENTITLED "HEALTH AND SAFETY" AND BY ADDING A SECTION 153.13 ENTITLED "NUMBER OF LICENSES" AND ADOPTING BY REFERENCE NASHWAUK CITY ORDINANCES CHAPTER 10 GENERAL PROVISIONS, SECTION 10.99 GENERAL PENALTY, WHICH, AMONG OTHER THINGS, CONTAINS PENALTY PROVISIONS.

THE CITY COUNCIL OF NASHWAUK, MINNESOTA, ORDAINS:

Section 1. Section 153.02 entitled 'Health and Safety' of the Nashwauk City Ordinances is hereby amended to read as follows:

> "The owner shall be responsible for maintaining the rental property in compliance with the requirements of this Chapter. For purposes of Chapter 153 "Owner" is defined as follows:
>
> > A person in title solely or as a joint tenant with another party or parties or a person who is the majority owner of a corporation, limited liability company or partnership and said corporation, limited liability company or partnership owns real property."

Section 2. The Nashwauk City Ordinances are hereby amended by adding to Chapter 153 entitled 'Rental Housing Standards' a new Section 153.13 entitled 'Number of Licenses' reading as follows:

> "§153.13 NUMBER OF LICENSES.
>
> The City shall never issue more than _____ rental licenses at any time."

Section 3. Penalties. Nashwauk City Ordinances Chapter 10 entitled "General Provisions" and Section 10.99 entitled "General Penalty" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 4. After adoption, signing and attestation, this ordinance shall be published once in the official newspaper of the City and shall be in effect on and after the date following such publication.

Adopted by the City Council of Nashwauk, Minnesota, this _____ day of _____, 2020.

FOR ADOPTION:

AGAINST ADOPTION:

ABSENT:

CITY OF NASHWAUK

_____
Mayor

ATTEST:

_____
Clerk

The foregoing ordinance reviewed and approved as to form.

_____
City Attorney

(Published on _____, 2020. Affidavit of publication attached.)

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 (defined below). Each Party will retain ownership of those portions of the System located within its jurisdiction.

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 each constitute a Project. The Nashwauk Project and the Keewatin Project are together referred to herein as the "Phase I Projects."

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 an allocated share of Obligations as agreed to by the Parties pursuant to written agreement of the Parties prior to issuance of an Obligation.

H. The Parties have agreed to pay an allocated share of the Obligations issued to finance the Phase I Projects as set forth in **Exhibit A** to this Agreement.

I. The Parties anticipate future issuance of Obligations by the Town to finance the construction of a wastewater collection system which will connect to the System, and a portion of which, will become part of the System.

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. "Nashwauk Public Utilities Commission (NPUC)" means the Commission created by the City of Nashwauk to manage its public utility.

L. "Party" or "Parties" means collectively, the signatories to this Agreement, or individually, one of the signatories to this Agreement.

M. "State" means the State of Minnesota.

N. "System" means the Wastewater Treatment Plant and all wastewater collection facilities owned and operated by the City of Nashwauk as shown on the attached **Exhibit B**. ***[Note: need map to identify jointly maintained assets]***

O. "Town" means the Town of Lone Pine, a public corporation and political subdivision of Itasca County, Minnesota.

P. "Wastewater Treatment Plant" means the wastewater treatment plant located in and owned by 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 planning and implementation of Phase I and Phase II 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 of the System, including the Wastewater Treatment Plant for the joint and mutual benefit of the Parties;

iii. to plan for and provide a forum for discussion, study, development and implementation of recommendations for the operation and maintenance of the wastewater collection and treatment within the Parties; and

iv. to assist the parties in the exercise of their powers under Minnesota Statutes, Sections 115.46 and 444.075.

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 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; 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 the Nashwauk Public Utilities Commission, appointed by the Nashwauk Public Utilities Commission at their January meeting.

B. Term. Each Board member serves until their successor on the governing body of a Party has qualified, except that the Nashwauk Public Utilities Commissioner 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 for planning and implementation of the project phases.

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 for all administrative costs of the Board.

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 at least the maximum limits of liability established in Minnesota Statutes, Chapter 466, as the same is amended from time to time. Each party, and each party's officers, employees, and volunteers, shall be named as additional covered parties all claims arising from Board activies or operations. The Board may in its discretion procure coverage for auto liability and damage to or loss of property. If the Board at amy time hires employees, it will immediately acquire and maintain workers' compensation coverage.

B. The Board agrees to defend and indemnify the Parties for any liability claims arising from Board activites or operations, and decisions of the Board. 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." Nothing in this agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses, and the limits of liability under Minnesota Statutes, Chapter 466 for some or all of the Parties may not be added together to determine maximum amount of liability for any Party.

C. Any excess of uninsured liability shall be borne equally by all the Parties.

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 share as set forth in **Exhibit C** of OM&R incurred by or on behalf of the City of Nashwauk and all other administrative costs of the Board, as more fully described below.

i. OM&R shall include but not be limited to the cost of any agents of the Board or employees of a Party performing work on behalf of the City of Nashwauk to operate, maintain and repair the System, subject to the limits set forth in Sections 5.2B and 5.6 of this Agreement.

ii. Administrative costs shall include but not limited to accounting costs and services, legal fees and costs, photocopying, mailing and publishing costs and the like.

B. *Billing.*

i. The Board will bill the Parties for their allocated share of the costs incurred hereunder, specifically including its allocated share of OM&R set forth on Exhibit C and its share of debt service on Obligations issued for Phase I Projects set forth on Exhibit A; provided that the Board may delegate the invoicing of Parties for its allocated share of OM&R and debt service due on any Obligations to a Party.

ii. Payment must be made within 35 days of submission of a bill by the Board or its delegate 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 or its delegate. Any dispute over the payment of a Party for their allocated 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 July 15 in each and every year. An annual budget must be adopted by the Board at its regular August meeting each year. The Parties agree to provide the Board information requested by the Board for purposes of preparing and adopting the budget, including but not limited to estimate costs associated with any employee of a Party performing work on behalf of the Board, other financial information relating to each Party's municipal sewer system and rates and charges therefor.

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. Nashwauk and Keewatin are the Issuers for the Phase I Projects.

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. Nashwauk and Keewatin have applied for Anticipated Loans for the Phase I Projects.

C. Each Issuer covenants with the other Parties that:

(i) If temporary financing is required to pay Project costs then 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 an Issuer of a commitment for an Anticpated Loan or other permanent financing for a Project, such Issuer will adopt a resolution: (a) authorizing the issuance of Temporary Obligations; (b) pledging the Anticipated Loan, payments from each Party on its 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) If temporary financing is not required, then upon receipt by an Issuer of a commitment for an Anticipated Loan or other permanent finacing for a Project, such Issuer will adopt a resolution: (a) authorizing issuance of the Permanent Obligation; (b) pledging its full faith, credit and taxing power as a general obligation of such Issuer issued pursuant to Minnesota Statutes, Sections 115.46 and 444.075, and Chapter 475; and (c) pledging 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 Obligation, 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 an Anticipated Loan or other permanent financing, the Parties will each adopt a resolution (i) authorizing the issuance by the Issuer of its allocated share of such Temporary Obligation as set forth in Exhibit A for Temporary Obligations issued to finance Phase I Projects, or in a written agreement of the Parties for future 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 share of the Temporary Obligation as set forth in Exhibit A for Temporary Obligations issued to finance Phase I Projects, or in a written agreement of the Parties for future Temporary Obligations, plus interest thereon payable at the same interest rate as the Temporary Obligation; (iii) pledging net revenues of its sewer utility, including its allocated share of the System and the full, faith and credit and taxing powers of the Party for payment of its allocated share of such Temporary Obligation as set forth in Exhibit A for Temporary Obligations issued to finance Phase I Projects, or in a written

agreement of the Parties for future Temporary Obligations, plus interest thereon payable at the same interest rate as such Temporary Obligation.

(ii) With respect to the Permanent Obligation, the Party will adopt a resolution (i) authorizing the issuance by the Issuer of its allocated share of the Permanent Obligation as set forth in Exhibit A for Permanent Obligations issued for Phase I Projects, or in a written agreement of the Parties for future 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 share of the Permanent Obligation as set forth in Exhibit A for Permanent Obligations issued to finane Phase I Projects, or in a written agreement of the Parties for future 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 allocated share of the System and the full, faith and credit and taxing powers of the Party for payment of its allocated share of the Permanent Obligation as set forth in Exhibit A for Permanent Obligations issued for Phase I Projects, or in a written agreement of the Parties for future 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 covenants and agrees that it 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 all Projects 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 and its municipal sewer system sufficient to meet all of the requirements of this Agreement, including to pay its respective allocated share of OM&R and the principal of and interest due on the Obligations, including 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 all 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; provided that the Board may delegate the invoicing of Parties for its respective share of debt service due on any Obligations to a Party.

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 the City of Nashwauk to operate the System will be determined by the City of Nashwauk.

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

6.3 System Superintendent. The superintendent/operator shall be an employee of Nashwauk.

6.4 Employee of Party Performing Work on Behalf of Board. The Board may authorize an employee of a Party to perform work on behalf of the Board for the System, including but not limited to employees necessary to operate, maintain and repair the System and provide administrative support to the Board.

A. The Parties agree that the cost of such employees of a Party for work performed with respect to the System on behalf of the Board shall be shared with each Party paying its allocated share as set forth in Exhibit C.

B. Expenses to be incurred by such employees for work related to System in excess of $5,000 must be approved by the Board.

C. Unless otherwise agreed to by the Parties in writing, the primary superintendent/operator (with Class B License) for the System will be an employee of Nashwauk performing work for the System so long as such employee has the required licensing.

ARTICLE VII - ORDINANCES

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

A. *Recommendation.* The Board shall make recommendations regarding the adoption or amendment of ordinances and rates to the Parties.

B. *Adoption of Ordinances by Parties.* Each Party agrees to adopt and enforce within its jurisdiction ordinances that are in substantial conformity with the terms of Board's recommendations regarding ordinances relating to the System, including but not limited to provisions regarding penalties for ordinance violations, limitations on discharges into the System, right of entry, permits and licenses, variances and connection specifications.

7.2 Enforcement of Ordinances. The Parties will enforce its ordinances within its jurisdiction in order to comply with the requirements of this Agreement.

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 costs paid by each Party pursuant to this Agreement for the System 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 SHARE
PHASE I DEBT SERVICE

NASHWAUK	5%
KEEWATIN	95%
LONE PINE	0%

The Party with the debt service will invoice the other party/parties 60 days prior to the annual debt service due date. Parties will be invoiced for debt service once annually.

EXHIBIT B
SYSTEM MAP

EXHIBIT C
ALLOCATED OM&R COSTS*

NASHWAUK	50%
KEEWATIN	50%
LONE PINE	0%

*The Parties agree that upon connection of Lone Pine to the System, the Parties shall each pay 1/3 of the OM&R costs of the System.

Annual OM&R Management Fee:
The City of Nashwauk will charge the City of Keewatin an annual OM&R Management Fee of $10,000. If the annual 50/50 breakdown of OM&R liability for the City of Keewatin is over $100,000, there will be an additional 8% fee assessed to costs over $100,000.

When Lone Pine Township connects to the System, the parties will be charged an annual OM&R Management fee of $15,000 that will be split 50/50 between the two parties.

When Lone Pine Township connects to the System, the Parties shall each pay 1/3 of the OM&R costs of the System. If the annual 1/3 breakdown of OM&R liability for the City of Keewatin and Lone Pine Township, respectively, is over $66,000, there will be an additional 8% fee assessed to costs over $66,000.

Billing:
The City of Nashwauk will invoice the parties quarterly for OM&R costs and OM&R Management Fees. If there are OM&R costs over the above listed amounts, the respective 8% fee will be charged to the 4th Quarter invoice.

EXHIBIT D
ALLOCATED SHARE
SYSTEM DEPRECIATION

The aerated pond System will be depreciated on a 50 year schedule. As the System will be owned by the City of Nashwauk, the full depreciation liability will be recorded as City of Nashwauk depreciation liability. To share the liability, each Party, once connected to the System, will pay a proportionate share of depreciation based on the respective Party's Equivalent Dwelling Units (EDUs).

The City of Nashwauk will create a separate savings account specifically for the Aerated Pond System Depreciation in which all System depreciation monies will be deposited. Each Party may request 'View Only' online banking access to the depreciation savings account.

Depreciation monies may be used as capital improvements are needed for the System. As improvements are made, depreciation schedules may be revised accordingly.

Each Party will annually certify their total number of EDUs.

Billing:
The City of Nashwauk will invoice each Party once annually for their respective depreciation liability.

Depreciation Schedule:
Once the Aerated Pond System is operating, a 50 year depreciation schedule will be adopted to this Exhibit D. The Schedule will reflect actual project costs for the Aerated Pond System.

EXHIBIT E
PROPERTY TRANSFER

BY AUGUST 31, 2020, THE PARTIES AGREE THAT THE PROPERTY PURCHASED BY THE EAST ITASCA JOINT SEWER BOARD FOR THE SEWER POND EXPANSION, WILL BE DEEDED TO THE CITY OF NASHWAUK.

RECEIVED
6-22-2020

I am requesting a driveway approach to access my property next to the Bozich addition. I will pay for the culvert which has been standard practice for the City of Nashwauk. Thank you for your consideration.

Brian Gangl

April Kurtock

From: Lisa Peratalo <lperatalo@isd319.org>
Sent: Tuesday, June 23, 2020 12:49 PM
To: April Kurtock
Subject: 3rd of July

Hi April,

I talked with Joe Dasovich this morning and he said in order to shut down the street to have a bean bag tourney and maybe a few other things that we would need to have the council approve it, we would also like permits to be approved to sell booze out of the front of our building that would allow people to have open bottle on the street.

Could you put this as an agenda item on tonight's council meeting?

Request is block off Main Street, from Mucho Si to Hwy 65.
Request permits for Mucho Si, the Saloon, and I believe Mike was going to send an email requesting a permit for Wizards.
Time: July 3rd from 11-? Whenever tourney is done.

Please let me know if you have any questions.
Thank you,
Lisa Peratalo
The Saloon

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

STATE OF MINNESOTA

Executive Department

Governor Tim Walz

Emergency Executive Order 20-74

Continuing to Safely Reopen Minnesota's Economy and Ensure Safe Non-Work Activities during the COVID-19 Peacetime Emergency

I, Tim Walz, Governor of the State of Minnesota, by the authority vested in me by the Constitution and applicable statutes, issue the following Executive Order:

The COVID-19 pandemic continues to present an unprecedented and rapidly evolving challenge to our State. Since the World Health Organization characterized the COVID-19 outbreak as a pandemic on March 11, 2020, confirmed cases of COVID-19 in Minnesota have rapidly increased. On March 15, 2020, Minnesota detected the first confirmed cases caused by "community spread"—infections not epidemiologically linked to overseas travel. By March 17, 2020, all fifty states had reported a confirmed case of COVID-19, and on March 21, 2020, the Minnesota Department of Health ("MDH") announced the first confirmed fatality due to COVID-19 in Minnesota.

The President declared a national emergency related to COVID-19 on March 13, 2020. Since then, and for the first time in history, the President has approved major disaster declarations for all fifty states and the District of Columbia. In concert with these federal actions and the actions of states across the nation, Minnesota has taken proactive steps to ensure that we remain ahead of the curve. On March 13, 2020, I issued Executive Order 20-01 and declared a peacetime emergency because this pandemic, an act of nature, endangers the lives of Minnesotans, and local resources were—and continue to be—inadequate to address the threat. After notifying the Legislature, on April 13, 2020 and again on May 13, 2020, I issued Executive Orders extending the peacetime emergency declared in Executive Order 20-01.

The need to slow the spread of the virus required the closure of certain non-critical businesses in our economy. Although Minnesota's April unemployment rate was the second lowest in the country, over 700,000 Minnesotans have applied for unemployment insurance since March 16, 2020. In Executive Order 20-33, seeking to balance public health needs and economic considerations, we began planning to allow more Minnesota workers to safely return to work. We drafted guidelines and requirements for appropriate social distancing, hygiene, and public health best practices. Executive Order 20-38 expanded exemptions for outdoor recreational activities and facilities, and Executive Orders 20-40, 20-48, 20-56, and 20-63 allowed for the

gradual reopening of certain non-critical businesses that planned for and provided safe workplaces.

Our increased preparedness to treat those most vulnerable to COVID-19 allows us to continue slowly and safely reopening our economy in accordance with guidance from MDH, the Department of Employment and Economic Development ("DEED"), and the Department of Labor and Industry ("DLI"). Businesses reentering the economy must ensure compliance with the Minnesota Occupational Safety and Health Act of 1973, Minnesota Statutes 2019, Chapter 182 ("Minnesota OSHA Standards"), in addition to guidelines related to COVID-19 set forth by MDH and the Centers for Disease Control and Prevention ("MDH and CDC Guidelines").

Despite the progress we have made since declaring the COVID-19 peacetime emergency, certain establishments—including those in which people gather and linger, those with communal facilities, and those in which close physical contact is expected—continue to pose a public health risk. We continue to carefully consider and provide opportunities for such businesses to scale up their operations.

Likewise, certain non-work activities outside of the home are conducive to social distancing and hygiene, while others raise significant public health risks. Indoor activities pose higher risks than outdoor activities. Activities resulting in increased respiration rates pose higher risk than sedentary activities. Unpredictable settings are riskier than more predictable settings. Large social gatherings for extended time periods increase the risk of transmission between households. But the risks of transmission are diminished in transitory settings, such as retail establishments, where individual interactions and contact are more limited in duration.

In Minnesota Statutes 2019, section 12.02, the Minnesota Legislature conferred upon the Governor emergency powers to "(1) ensure that preparations of this state will be adequate to deal with disasters, (2) generally protect the public peace, health, and safety, and (3) preserve the lives and property of the people of the state." Pursuant to Minnesota Statutes 2019, section 12.21, subdivision 1, the Governor has general authority to control the state's emergency management as well as carry out the provisions of Minnesota's Emergency Management Act.

Minnesota Statutes 2019, section 12.21, subdivision 3(7), authorizes the Governor to cooperate with federal and state agencies in "matters pertaining to the emergency management of the state and nation." This includes "the direction or control of . . . the conduct of persons in the state, including entrance or exit from any stricken or threatened public place, occupancy of facilities, and . . . public meetings or gatherings." Pursuant to subdivision 3 of that same section, the Governor may "make, amend, and rescind the necessary orders and rules to carry out the provisions" of Minnesota Statutes 2019, Chapter 12. When approved by the Executive Council and filed in the Office of the Secretary of State, such orders and rules have the force and effect of law during the peacetime emergency. Any inconsistent rules or ordinances of any agency or political subdivision of the state are suspended during the pendency of the emergency

For these reasons, I order as follows:

1. Executive Order 20-63 is rescinded as of Tuesday, June 9, 2020 at 11:59 pm.

2. Paragraphs 6 through 8 of this Executive Order are effective as of Tuesday, June 9, 2020 at 11:59 pm.

3. **Masks and face coverings strongly encouraged.** I strongly encourage all Minnesotans to wear a manufactured or homemade cloth face covering when they leave their homes and travel to any public setting where social distancing measures are difficult to maintain (*e.g.*, grocery stores and pharmacies) and to follow face covering guidelines issued by MDH and the CDC until this Executive Order is rescinded. As set forth below, Minnesotans may be required to wear cloth face coverings in certain settings. Such face masks and coverings are for source control (to help limit the person wearing the covering from infecting others). They are not yet known to be protective of the wearer and therefore are not personal protective equipment.

4. **At-risk persons.** All persons currently living within the State of Minnesota who are at risk of severe illness from COVID-19, as defined by Executive Order 20-55, are strongly urged to stay at home or in their place of residence and follow the provisions of Executive Order 20-55.

5. **Definitions.**

    a. "Home," "homes," "residence," and "residences" are broadly defined to include mobile homes, hotels, motels, shared rental units, shelters, and similar facilities, to the extent they are used for lodging.

    b. "Worker" and "workers" are broadly defined to include owners, proprietors, employees, contractors, vendors, volunteers, and interns.

    c. "Business" and "businesses" are broadly defined to include entities that employ or engage workers, including private-sector entities, public-sector entities, non-profit entities, and state, county, and local governments.

    d. "Critical Businesses" are all businesses whose workers qualified for a Critical Sector exemption under paragraph 6 of Executive Order 20-48.

    e. "Non-Critical Businesses" are all businesses that are not Critical Businesses or Places of Public Accommodation.

    f. "Place of Public Accommodation" means a business, or an educational, refreshment, entertainment, recreation facility, or an institution of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages, or accommodations are extended, offered, sold, or otherwise made available to the public. Places of Public Accommodation include, but are not limited to, the businesses identified in paragraph 7.c of this Executive Order.

    g. "Establishments Providing Personal Care Services" are broadly defined to include tanning establishments, body art establishments, tattoo parlors,

piercing parlors, businesses offering massage therapy or similar body work, spas, salons, nail salons, cosmetology salons, esthetician salons, advanced practice esthetician salons, eyelash salons, and barber shops. This includes, but is not limited to, all salons and shops licensed by the Minnesota Board of Cosmetologist Examiners and the Minnesota Board of Barber Examiners.

6. **Activities outside of the home.** Mindful that we must continue to limit social interactions to protect public health, individuals may leave their homes for activities, subject to the requirements and guidelines set forth below. These requirements may be clarified, as deemed necessary by the Governor, to ensure the health, safety, and security of all Minnesotans. Clarifications will be available for public review at the State's COVID-19 website (https://mn.gov/covid19/).

    a. **Guidelines.** Individuals engaging in activities outside of the home must follow the requirements of this Executive Order and MDH and CDC Guidelines. Individuals engaging in outdoor recreational activities must follow the Minnesota Department of Natural Resources ("DNR") and MDH guidelines on outdoor recreation for facilities and the public ("Outdoor Recreation Guidelines") available at the Stay Safe Minnesota website (https://staysafe.mn.gov).

    b. **Unnecessary travel strongly discouraged.** Consistent with federal guidance and to protect our neighbors, Minnesotans are encouraged to stay close to home and are strongly discouraged from engaging in unnecessary travel.

    c. **Social gatherings.** All indoor social gatherings of more than 10 people and all outdoor social gatherings of more than 25 people are prohibited, except as set forth below. Social gatherings are groups of individuals, who are not members of the same household, congregated together for a common or coordinated social, community, or leisure purpose—even if social distancing can be maintained. This prohibition includes planned and spontaneous gatherings as well as public and private gatherings. Prohibited gatherings do not include commercial activity by workers and customers of Critical and Non-Critical Businesses and Places of Public Accommodation.

        i. **Legislative and other governmental meetings.** The limits on gatherings in this Executive Order do not apply to legislative and other governmental meetings. Remote meetings are strongly encouraged whenever possible as permitted by state or local authority.

        ii. **The Judicial Branch.** The limits on gatherings in this Executive Order do not apply to proceedings held by the Minnesota Judicial Branch. Proceedings held by the Judicial Branch are subject to the policies established by the chief justice and will occur as directed by court order. Individuals may appear as directed by a Minnesota state court, including to serve as a juror, appear as a party, as a witness, or

as legal counsel on behalf of a party, or otherwise to comply as directed by a court order, subpoena, or summons.

iii. **Federal activities**. Nothing in this Executive Order will be construed to limit, prohibit, or restrict in any way the operations of the federal government or the movement of federal officials in Minnesota while acting in their official capacity, including federal judicial, legislative, and executive staff and personnel.

iv. **Drive-in gatherings.** To enable safe congregation of people, drive-in gatherings are permitted, provided that all participants remain within their own vehicles and follow the applicable guidance available at the Stay Safe Minnesota website (https://staysafe.mn.gov).

v. **Weddings, funerals, and services.** Places of worship, funeral homes, and other venues that offer gathering space for weddings, funerals, or planned services such as worship, rituals, prayer meetings, or scripture studies, may host such weddings, funerals, or services exceeding the limits set forth above, provided that they adhere to the following requirements:

A. In all settings, ensure a minimum of 6 feet of physical distancing between households.

B. In indoor settings, occupancy must not exceed 50 percent of the normal occupant capacity as determined by the fire marshal, with a maximum of 250 people in a single self-contained space.

C. In outdoor settings, gatherings must not exceed 250 individuals.

D. Develop and implement a COVID-19 Preparedness Plan in accordance with applicable guidance available at the Stay Safe Minnesota website (https://staysafe.mn.gov).

d. **Tribal Activities and Lands**.

i. Activities by tribal members within the boundaries of their tribal reservations are exempt from the restrictions in this Executive Order but may be subject to restrictions by tribal authorities.

ii. Activities within the boundaries of federal land held in trust for one of the 11 Minnesota Tribal Nations are exempt from the restrictions in this Executive Order but may be subject to restrictions by tribal authorities.

COVID-19 Preparedness Plan for City of Nashwauk

The City of Nashwauk is committed to providing a safe and healthy workplace for all our workers, residents, **guests and visitors**. To ensure we have a safe and healthy workplace, **the City** has developed the following COVID-19 Preparedness Plan in response to the COVID-19 pandemic. Department heads and employees are all responsible for implementing this plan. Our goal is to mitigate the potential for transmission of COVID-19 in our workplaces and communities, and that requires full cooperation among our workers and management. Only through this cooperative effort can we establish and maintain the safety and health of all persons in our workplaces.

The COVID-19 Preparedness Plan is administered by **the City Administrator and Civil Defense Director**, who maintain the overall authority and responsibility for the plan. However, management and workers are equally responsible for supporting, implementing, complying with and providing recommendations to further improve all aspects of this COVID-19 Preparedness Plan. **The City**'s supervisors have our full support in enforcing the provisions of this plan.

Our workers are our most important assets. **The City of Nashwauk** is serious about safety and health and protecting its workers. Worker involvement is essential in developing and implementing a successful COVID-19 Preparedness Plan. We have involved our workers in this process by considering feedback and concerns received.

The City's COVID-19 Preparedness Plan follows the industry guidance developed by the state of Minnesota, which is based upon Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines for COVID-19, Minnesota Occupational Safety and Health Administration (MNOSHA) statutes, rules and standards, and Minnesota's relevant and current executive orders. It addresses:

- ensuring sick workers stay home and prompt identification and isolation of sick persons;
- social distancing – workers must be at least six-feet apart;
- worker hygiene and source controls;
- workplace building and ventilation protocol;
- workplace cleaning and disinfection protocol;
- drop-off, pick-up and delivery practices and protocol; and
- communications and training practices and protocol.

The City has reviewed and incorporated the industry guidance applicable to our business provided by the state of Minnesota for the development of this plan, including the following industry guidance **for local government**. Other conditions and circumstances included in the industry guidance and addressed in the plan that are specific to our business include:

- additional protections and protocols for customers, clients, guests and visitors;
- additional protections and protocols for personal protective equipment (PPE);
- additional protections and protocol for access and assignment;
- additional protections and protocol for sanitation and hygiene;
- additional protections and protocols for work clothes and handwashing;
- additional protections and protocol for distancing and barriers;

- additional protections and protocols for managing occupancy;
- additional protocols to limit face-to-face interaction;
- additional protections for receiving or exchanging payment; and
- additional protections and protocols for certain types of businesses within an industry.

Ensure sick workers stay home and prompt identification and isolation of sick persons

Workers have been informed of and encouraged to self-monitor for signs and symptoms of COVID-19. The following policies and procedures are being implemented to assess workers' health status prior to entering the workplace and for workers to report when they are sick or experiencing symptoms. **[Address the requirements provided in the industry guidance that is applicable to the business and describe how the business will address health screening, how workers will communicate with the business if they are sick or experiencing symptoms while at home, how workers report they are sick or experiencing symptoms while at work and how workers will be isolated in the workplace until they can be sent home.]**

The City of Nashwauk has implemented leave policies that promote workers staying at home when they are sick, when household members are sick, or when required by a health care provider to isolate or quarantine themselves or a member of their household. Specific policies are addressed within the City's Personnel Policy; additionally, referencing FMLA. Accommodations for workers with underlying medical conditions or who have household members with underlying health conditions have been implemented.

The City has also implemented a policy for informing workers if they have been exposed to a person with COVID-19 at their workplace and requiring them to quarantine for the required amount of time. **[While including the sector-specific guidance, describe the business's policy.]**

In addition, a policy has been implemented to protect the privacy of workers' health status and health information. **[Describe the business's policy.]**

Social distancing – Workers must be at least six-feet apart

Social distancing of at least six feet will be implemented and maintained between workers **and visitors** in the workplace through the following engineering and administrative controls: **[Address the requirements provided in the industry guidance that is applicable to the business and describe how the business will implement social distancing. Identify protections and protocols that include teleworking, flexible work hours, staggered shifts and additional shifts to reduce the number of workers in the workplace at one time. Describe how occupancy requirements, numbers of people, flow and interactions will be implemented to ensure social distancing. Describe how signage, markings and instructions are being used to address social distancing. Describe physical workplace changes, such as increased distance between workstations, worker spacing on production lines, check-in and checkout stations. Describe how aisles, display cases, tables, clothing racks, counters, check-in and checkout stations, etc. will be arranged and how the flow will be directed to allow for social distancing between workers [and customers, clients, patrons, guests and visitors]. If spacing cannot be increased or social distancing consistently maintained, describe how barriers, screens, shields, curtains and**

partitions will be used. Describe how persons in the workplace will be prevented from gathering in groups in common areas and "bottlenecks," including corridors, meeting rooms, stairways, break rooms, entrances, exits and elevators. Describe how personal protective equipment, phones, pens, computer equipment, desks, cubicles, workstations, offices or other personal work tools and equipment will not be shared and, if used by more than one person, will be cleaned and disinfected between users. Describe how car-pooling, ride-sharing or sharing of vehicles will be addressed to limit duration of exposure to other persons and practice social distancing. Describe communications plans to address questions and concerns. Describe how you will provide recommended or required protective supplies, such as masks, nonmedical cloth face coverings, gloves, disinfectant and face shields for workers, and instruction about when and how they should be worn or used.]

Worker hygiene and source controls

Basic infection prevention measures are being implemented at our workplaces at all times. Workers are instructed to wash their hands for at least 20 seconds with soap and water frequently throughout the day, but especially at the beginning and end of their shift, prior to any mealtimes and after using the restroom. All **[customers, clients, patrons, guests and visitors]** to the workplace are required to wash or sanitize their hands prior to or immediately upon entering the facility. Hand-sanitizer dispensers (that use sanitizers of greater than 60% alcohol) are at entrances and locations in the workplace so they can be used for hand hygiene in place of soap and water, as long as hands are not visibly soiled. **[Address the requirements provided in the industry guidance that is applicable to the business and describe: how necessary handwashing and/or sanitizer facilities will be provided, supplied and maintained; how workers will be allowed to perform hand hygiene to meet this requirement; and how means for hand hygiene will be provided for use by other persons entering the workplace.]** Source controls are being implemented at our workplaces at all times. **[Describe how you are addressing the requirements of source control, including the use of source control face coverings and other protective equipment as required in the industry guidance for your business.]**

Workers and visitors are being instructed to cover their mouth and nose with their sleeve or a tissue when coughing or sneezing, and to avoid touching their face, particularly their mouth, nose and eyes, with their hands. Workers and visitors are expected to dispose of tissues in provided trash receptacles and wash or sanitize their hands immediately afterward. Respiratory etiquette will be demonstrated on posters and supported by making tissues and trash receptacles available to all workers and other persons entering the workplace.

Workplace building and ventilation protocol

Operation of the building in which the workplace is located, includes necessary sanitation, assessment and maintenance of building systems, including water, plumbing, electrical, and heating, ventilation and airconditioning (HVAC) systems. **[Describe how you are addressing the building and ventilation protocols included in the industry guidance for your business.]** The maximum amount of fresh air is being brought into the workplace, air recirculation is being limited, and ventilation systems are being properly used and maintained. Steps are also being taken to minimize air flow blowing across people. **[Address the requirements provided in the industry guidance that is applicable to the business and describe steps being taken introduce fresh air, to improve air circulation, and to properly use and maintain ventilations systems.]**

Workplace cleaning and disinfection protocol

Regular practices of cleaning and disinfecting have been implemented, including a schedule for routine cleaning and disinfecting of work surfaces, equipment, tools and machinery, vehicles and areas in the work environment, including restrooms, break rooms, lunch rooms, meeting rooms, checkout stations, fitting rooms, and drop-off and pick-up locations. Frequent cleaning and disinfecting is being conducted of high-touch areas, including phones, keyboards, touch screens, controls, door handles, elevator panels, railings, copy machines, credit card readers, delivery equipment, etc. **[Address the requirements provided in the industry guidance that is applicable to the business and describe the business's schedule for cleaning and disinfecting, the persons conducting the cleaning and disinfecting, the products that are used to clean the workplace and how the business will disinfect the workplace if a person in the workplace is symptomatic or is diagnosed with COVID-19.]**

Appropriate and effective cleaning and disinfecting supplies have been purchased and are available for use in accordance with product labels, safety data sheets and manufacturer specifications, and are being used with required personal protective equipment for the product. **[Address the requirements provided in the industry guidance that is applicable to the business and describe the cleaning and disinfecting supplies that are being used, the purposes for which they are or will be used, how they are to be used, training that will be provided to ensure their proper use and any required personal protective equipment.]**

Drop-off, pick-up and delivery practices and protocol

The City of Nashwauk provides drop-off, pick-up, and delivery services for its garbage utility. Any delivery of dumpsters, recycling bins, or other garbage related items, will be a no-contact service.

Communications and training practices and protocol

This COVID-19 Preparedness Plan was communicated **via email** to all workers on **June 30**, and necessary training was provided. Additional communication and training will be ongoing by **email**. Training will be provided to all workers who did not receive the initial training and prior to initial assignment or reassignment.

Instructions will be communicated to all workers, including employees, temporary workers, staffing and labor-pools, independent contractors, subcontractors, vendors and outside technicians visitors about protections and protocols, including: 1) social distancing protocols and practices; 2) drop-off, pick-up, delivery and general in-store shopping; 3) practices for hygiene and respiratory etiquette; 4) recommendations or requirements regarding the use of masks, face-coverings and/or face-shields by workers and visitors. All workers and visitors will also be advised not to enter the workplace if they are experiencing symptoms or have contracted COVID-19. **[While including the sector-specific guidance, describe how the business will advise persons in the workplace.]**

Managers and supervisors are expected to monitor how effective the program has been implemented. **[Describe how the business will monitor the effectiveness of the program and identify successes, challenges and deficiencies.]** All management and workers are to take an active role and collaborate in carrying out the various aspects of this plan, and update the protections, protocols, work-practices and training as necessary.

This COVID-19 Preparedness Plan has been certified by **[Company name]** management and the plan was posted throughout the workplace and made readily available to employees **[date]**. It will be updated as necessary by **[designated plan administrator]**.

Additional protections and protocols

Other conditions and circumstances addressed in this plan that are specific to our business include: **[Describe how the business addresses the additional protections and protocols included in the industry guidance specific to the conditions and circumstances of the business, such as:**

- **additional protections and protocols for customers, clients, guests, visitors;**
- **additional protections and protocols for personal protective equipment;**
- **additional protections and protocol for access and assignment;**
- **additional protections and protocol for sanitation and hygiene;**
- **additional protections and protocols for work clothes and handwashing;**
- **additional protections and protocol for distancing and barriers;**
- **additional protections and protocols for managing occupancy;**
- **additional protocols to limit face-to-face interaction;**
- **additional protections for receiving or exchanging payment; and**
- **additional protections and protocols for certain types of businesses with an industry.]**

Certified by:

April Kurtock
City Administrator/Clerk/Treasurer
June 26, 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

DATE: 06/12/2020

RE: Recommendation for EMT

TO: City Council

On 06/10/2020, an interview committee consisting of Deputy Clerk Amber Goss and myself interviewed 2 candidates for the EMT position available at Nashwauk Ambulance Service. After discussing the strengths and qualities of the candidates at length with the committee, I would like to recommend Amber Applebee for the position. Please accept this recommendation on behalf the entire interview committee.

Sincerely,

Tiffany Bodin
EMS Coordinator

This institution is an Equal Opportunity Provider and Employer

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DATE: 06/12/2020

RE: Recommendation for EMT

TO: City Council

On 06/10/2020, an interview committee consisting of Deputy Clerk Amber Goss and myself interviewed 2 candidates for the EMT position available at Nashwauk Ambulance Service. After discussing the strengths and qualities of the candidates at length with the committee, I would like to recommend Troy Boettcher for the position. Please accept this recommendation on behalf the entire interview committee.

Sincerely,

Tiffany Bodin
EMS Coordinator

This institution is an Equal Opportunity Provider and Employer

DSC COMMUNICATIONS
Voice • Data • Security
Duluth - Superior - Twin Cities
711 Hammond Avenue, Superior, WI 54880
t. 715-392-2911 f. 715-392-2995
jbaker@dsccommunications.com

QUOTE

Number DSCQ3845
Date Jun 17, 2020
Pricing Valid for 30 Days

Sold To

Nashwauk Fire Department
Joe Martire
301 Central Avenue
Nashwauk, MN 55769

Phone (218) 885-1210
Email j_martire@hotmail.com

Ship To

Nashwauk Fire Department
Joe Martire
301 Central Avenue
Nashwauk, MN 55769

Phone (218) 885-1210
Email j_martire@hotmail.com

Here is the quote you requested.

Salesperson	P.O. Number	Ship Via	Terms
Jack Baker			

Line	Qty	Description	Unit Price	Ext. Price
1		Nashwauk Fire Minitor 6 Pagers		
2	20	Battery MIN VI Non FM	$20.00	$400.00
3	15	DSC Quantity Discount 15+	$-2.00	$-30.00
4	16	Pager Minitor VI VHF 143-174Mhz Single Channel Stored Voice Non-UL Approved	$468.00	$7488.00
5	16	Warranty 2 Years Service From The Start	$0.00	
6	16	DSC Promo Valid Until September 30th 2020	$-98.00	$-1568.00
7	16	DSC Quantity Discount 15+	$-15.00	$-240.00
8	1	Programming of 1 Pager	$35.00	$35.00
9	15	Cloning of 15 Additional Pagers	$7.50	$112.50
10	1	Shipping and Handling	$20.00	$20.00

SubTotal	$6,217.50
Tax	$0.00
Shipping	$0.00
Total	**$6,217.50**

Please contact me if I can be of further assistance.

Upon acceptance by signature or issuance of a purchase order, DSC Communications is authorized to order the equipment for the purpose of sale and delivery to the company or individual named above. Prices are based on market conditions existing at the time and date of quotation and are subject to change before acceptance of order. Delivery times are an estimate only and are contingent upon availability of manpower, materials, and/or customer provided programming information. A 20% re-stocking fee may be applied to any item that is cancelled or refused after acceptance of order. Payment Terms 50% Downpayment, Remainder NET 10 Days.

FIRE SAFETY U.S.A.

INTERNAL ORDER #: _____

CUSTOMER PO#: _____

SALESPERSON: Brian

DATE: 6/23/2020

SHIP TO ADDRESS:	BILL TO ADDRESS:
Mark Marinaro	same
Nashwauk FD	
301 Central Avenue	
Nashauk, MN 55769	

PAYMENT METHOD: CHARGE: XXXX CASH: ____ CHECK: ____ CREDIT CARD: ____

C-CARD NAME: _____ CUSTOMER NAME: Mark Marinaro

C-CARD #: _____ PHONE #: 218-969-3660

EXPIRATION: _____ EMAIL: mmautobody44@gmail.com

VALIDATION #: _____ FAX: _____

QTY:	DESCRIPTION:	PRICE EACH:	PRICE EXTENDED:
1	Firetech Headlight set, FT-4x6-4Kit	$1,215.00	$1,215.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
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			$0.00
			$0.00
			$1,215.00

AUTHORIZED SIGNATURE: _____

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

Phone: (218) 885-1210
Fax: (218) 885-1305
www.cityofnashwauk.com

June 17, 2020

Commissioner Mark Phillips
Department of Iron Range Resources and Rehabilitation
P.O. Box 441
Eveleth, MN 55734

Re: Taconite Area Community Relief Grant Program:

Commissioner Phillips:

I am writing in support of Itasca Economic Development Corporation's application for funding through the Department of Iron Range Resources and Rehabilitation's (DIRRR) Taconite Area Community Relief Grant Program. The funding will aid IEDC's support of small businesses, helping them to withstand and recover from the negative impacts of COVID-19.

IEDC responded quickly to the crisis by developing the Itasca Small Business Relief Fund (ISBRF) Loan Program. They utilized $300,000 of their own reserve and applied for (and received) a loan from the Blandin Foundation for an additional $500,000. These funds were loaned out to 39 recipients throughout Itasca County and had a tremendous impact on our community.

In addition, IEDC has provided extensive support and leadership to area small businesses over the past several months. While the ISBRF Loan Program provided direct financial assistance, IEDC also provided extensive information through daily ZOOM meetings, specialized COVID-19 website and social media information, and small business surveys. IEDC is committed to providing concise, reliable information to ensure our community is up to date on opportunities that are available.

The City of Nashwauk is excited about this opportunity for Itasca Economic Development Corporation as it will benefit all of Itasca County. We support their application and look forward to working with IEDC in the future ensuring the funds are distributed throughout the community.

Sincerely,

April Kurtock
City Administrator/Clerk/Treasurer

This institution is an Equal Opportunity Provider and Employer

City of Nashwauk
Nashwauk Public Utilities Commission
May 19, 2020

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

Members present: Commissioner Bolf, Chairman Latvala. Present via Zoom: Commissioner Bodin. Commissioner Anderson entered the meeting at 3:10 p.m.
Members absent: Commissioner Klamm.
Also present: Engineer Jamnick, Charlie Kautto, April Kurtock.

Adoption of Agenda
*Motion by Commissioner Bolf, seconded by Commissioner Bodin to adopt the agenda of the May 19, 2020 Nashwauk Public Utilities Commission meeting.
Ayes: all present. Motion carried.

Approval of Minutes
*Motion by Commissioner Bodin, seconded by Chairman Latvala to approve the minutes of the April 21, 2020 Nashwauk Public Utilities Commission meeting.
Ayes: all present. Motion carried.

Approval of Claims
*Motion by Commissioner Bolf, seconded by Commissioner Bodin to approve all claims signed and file the claims register as official record.
Ayes: all present. Motion carried.

Old Business
East Itasca Joint Sewer Project Update
Engineer Jamnick stated that the permit had gone through the public notice process and would be done by May 28. If no comments were received, then it should be a streamlined process for approval. The plan and specs would be submitted to the MPCA yet this week. Jamnick discussed the updated rate breakdown sheet and said that through discussions with the PFA, the organization was trying to determine who should be applying for funding.

To provide more specific information in relation to the rate breakdown sheet for the Commission to consider, Administrator Kurtock provided a spreadsheet related to personnel costs and a depreciation. The figures were based on the updated sewer system needing a full-time employee and assuming that the full cost of the project would be depreciated over a 40-year schedule. It also assumed that Nashwauk, Keewatin, and Lone Pine would all pay depreciation based on a proportionate amount of Equivalent Dwelling Units (EDUs). For reference, Kurtock also provided a profit/loss statement related to sewer for the past three years and reminded the Commission that they were currently not fully funding depreciation, which is why the sewer fund has reflected a loss for those three years. The spreadsheet also showed the increased depreciation costs when the sewer expansion project was completed.

Commissioner Anderson said that without depreciation, the sewer fund showed a $66,000 profit, and as such the rates should be lowered because those profits were excessive. He stated that it is not right to fund depreciation and that rates should be built on projects, not depreciation.

Electrical Pole Replacement Update

Charlie Kautto updated that eight electrical poles had been replaced. Some other poles were jointly owned with Centurylink. Leadership from the company said due to COVID-19, their employees weren't allowed to travel. Kautto hoped the restriction would be lifted soon, so those poles could be replaced.

New Business

None.

Public Comment

None.

Adjourn

*Motion by Chairman Latvala, seconded by Commissioner Bolf to adjourn at 4:02 p.m.

Ayes: all present. Motion carried.

_____

Secretary