

**NASHWAUK  
CITY COUNCIL  
REGULAR AGENDA**

p: 218-885-1210



*City of*  
**NASHWAUK**  
**FROM TIMBER TO TACONITE**

301 Central Avenue, Nashwauk, Minnesota 55769

**City Council**

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**TUESDAY, APRIL 8, 2025**

**Greg Heyblom**

*Mayor*

**Sheila Jensen**

*Councilor*

**Tom Martire**

*Councilor*

**Terry Sullivan**

*Councilor*

**David Bruns**

*Councilor*

**Sellman, Borland, &  
Simon**

*City Attorney*

**Lee Longoria**

*Police Chief*

**April Kurtock**

*City Administrator/Clerk*

**Amber Goss**

*Deputy Clerk*

**Jason Martire**

*PW & Utility Lead,  
WW/WW Operator*

**Rob Coughlin**

*Fire Chief*

**Katie Foy**

*EMS Coordinator*

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

- 3. PUBLIC COMMENT.** Members of the public are welcome to address the Nashwauk City Council. Please provide your name and a brief description of the subject matter. You are limited to 3 minutes. Rules for public comment are available at the podium.

**4. ADOPTION OF AGENDA**

**5. NOTABLE ITEMS**

- a. Vickie Harrington, Beautification Committee, inquiry regarding benches.

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

- a. Approve the minutes of March 25, 2025, City Council meeting and minutes of the March 10, 2025, Special City Council meeting.
- b. Approve claim register #482025 Claim 1 in the amount of \$112,799.44.
- c. Approve claim register #482025 Claim 2 in the amount of \$9,991.67.

**7. UNFINISHED BUSINESS**

- a. Small Cities Development Program Update
- b. East Itasca Joint Sewer Project Update
- c. Public Safety Building follow-up.
1. Cost estimates received from ICS.
- d. Follow-up regarding properties with hazardous conditions: 211 Central Avenue, 302 1<sup>st</sup> Street, 206 3<sup>rd</sup> Street.

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e. Day of Action June 13, 2025.

f. Follow-up regarding unpaid utility bill for the building at 202 2<sup>nd</sup> Street.

**8. NEW BUSINESS**

a. Consider adoption of Ordinance No. 2025-01 an ordinance of the City of Nashwauk, Minnesota amending Nashwauk City Ordinances by adding Chapter 95 entitled "Community Garden."

b. Consider adoption of Ordinance No. 2025-02 an ordinance of the City of Nashwauk, Minnesota amending Nashwauk City Ordinances by adding chapter 118 entitled "Cannabis Regulation."

c. Consider adoption of ordinance No. 2025-03 an ordinance of the City of Nashwauk, Minnesota amending Nashwauk City Ordinances by amending Chapter 50 entitled "Garbage"; sections 50.01 through 50.03 and adding sections 50.04 through 50.07.

**9. DEPARTMENT & COMMITTEE REPORTS & REQUESTS**

**a. Ambulance Service:**

i. Update regarding Itasca County RFB.

ii. Consider the recommendation from City Administrator/Clerk Kurtock to hire Alexia Marx as a full-time EMT effective April 2, 2025.

**b. Fire Department:**

**c. Police Department:**

**d. Street Department:**

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- i. Update regarding plow trucks and grader considerations.
- ii. Discussion regarding electrical issues within the RV Park. Quote received from JK Mechanical for complete electrical upgrade.

**10. COMMISSION & COMMITTEE UPDATES**

**11. MAYOR AND COUNCIL UPDATES**

**12. OTHER BUSINESS**

- a. Convene to closed session as permitted by Minn. Statue § 13D.03 for the purpose of labor negotiation strategizing.
- b. Convene from closed session.
- c. Consider response to the proposed AFSCME MOU for the EMS Coordinator Contract.
- d. Consider an Interim Ambulance Services Management Agreement with North Memorial Health Care for approximately three months of services.

**13. ADJOURN**

**City of Nashwauk  
March 25, 2025  
City Council Meeting**

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

Mayor Heyblom led the Pledge of Allegiance.

**Members present:** Councilor David Bruns, Councilor Tom Martire, Councilor Sheila Jensen, Councilor Terry Sullivan, Mayor Greg Heyblom.

**Also present:** Administrator/Clerk April Kurtock, Police Chief Lee Longoria, Public Works & Utilities Lead Jason Martire, 2<sup>nd</sup> Fire Chief Mark Marinaro, Fire Chief Rob Coughlin.

**Adoption of Agenda**

\*Motion by Councilor Bruns, seconded by Councilor Martire to adopt the agenda of the March 25, 2025, City Council Meeting.

Ayes: all present. Motion carried.

**Approval of Consent Agenda**

\*Motion by Councilor Sullivan, seconded by Councilor Jensen to approve the consent agenda as follows:

- a. Approve the minutes of the March 11, 2025, City Council meeting.
- b. Approve claim register #3252025 Claim 1 in the amount of \$39,156.98.
- c. Approve claim register #3252025 Claim 2 in the amount of \$10,445.83.

Ayes: all present. Motion carried.

**Unfinished Business**

***Small Cities Development Program***

No update.

***East Itasca Joint Sewer Board Update***

Councilor Martire said that nothing much had changed regarding the Wastewater project. There were issues at the wastewater plant with the VFDs; however, that issue was resolved.

***Community Development Request***

Chief Longoria presented a request to purchase a 2022 Ford Explorer Police Cruiser from the City of Bovey, with a fair market value of \$40,000, which included the equipment, lights, and sirens.

\*Motion by Councilor Bruns, seconded by Councilor Jensen to purchase the 2022 Ford Explorer Police Cruiser from the City of Bovey in the amount of \$40,000, further citing that the funding would be the April and May Community Development requests from Mesabi Metallica and the unfunded portion would be funded by auctioning the 2016 squad and forfeiture funds.

Ayes: all present. Motion carried.

***Public Safety Building Follow-up***

Two design options for the proposed public safety complex were in the packet. ICS submitted the designs stating that the one with the larger floor plan was likely exceeding the pricing of the Grand Rapids facility. Mayor Heyblom stated that we need a starting point and wanted to let the fire department and ICS work through the plan and then if the Council thinks it is too much then it needs to be reconsidered. He stated he wanted to know the cost estimates of each design option. Councilor

Martire stated they need a design that doesn't get out of hand like the previous \$10-12 million design. Councilor Bruns said that the Council rejected the overpriced project, and the budget needed to be kept in mind. Fire Chief Rob Coughlin refuted the comment that it would be near the size of the Grand Rapids fire hall, as the Nashwauk project included the ambulance, fire, and police department. Councilor Martire asked if the City would be housing the ambulance service forever. Councilor Jensen stated that during the meeting with ICS, it was suggested that the ambulance service could stay within the existing safety complex. They discussed keeping the existing garage for storage for the street department. Coughlin said they would have discussions in-house to reconsider the plan. Councilor Jensen questioned what the project budget was, as Councilor Bruns and Mayor Heyblom stated the project needed to stay within the budget, but no budget numbers had ever been established. Councilor Martire said that we wouldn't know what the budget was until we knew the cost of the proposed building.

### **Hazardous Condition Buildings**

Regarding 211 Central Avenue, Mayor Heyblom asked for the property owner to be contacted and inquire about the balance of the mortgage. Councilor Bruns asked if the bank could be directed to address the issue with the building or force the issue to see if the bank will release the mortgage. Councilor Sullivan pointed out that Park State Bank is also the City's bank and the issue with the building is infringing on the city's parking lot.

### **New Business**

#### **Ordinance No. 2025-02**

Administrator/Clerk Kurtock stated that Attorney Borland drafted an Ordinance regulating cannabis use. It was titled Cannabis Use within Public Places. Councilor Jensen says the title doesn't entirely contain the description of what is within the ordinance and suggested a renaming. Council decided on renaming it to Cannabis Regulation. Hours within the proposed ordinance were odd and the Council discussed a revision; however, Attorney Simon reviewed the statute and stated it was very specific and doesn't allow much variance, so Council determined to leave the proposed hours of allowable operation.

\*Motion by Councilor Bruns, seconded by Councilor Jensen to establish the fees at \$800 across the board for all licenses within the cannabis ordinance.

Ayes: all present. Motion carried.

\*Motion by Councilor Bruns, seconded by Councilor Martire to post the cannabis ordinance with the stated revisions.

Ayes: all present. Motion carried.

### **Baudeck's Daycare Storefront Loan Concerns**

Councilor Bruns said a storefront loan was issued to Baudeck's Daycare at 113 2<sup>nd</sup> Street; however, the building hasn't been developed to its intended use and now a cannabis store is operating within the building. He stated that was not the purpose of the storefront loan and the papers say you cannot change the nature of the business without permission. Bruns requested a letter be sent to them asking for documentation regarding the use of the storefront loan funds and an explanation of what is going on with the building.

### **Department & Committee Reports & Requests**

#### **Ambulance Service**

Itasca County shared their draft RFB, which they would consider for publication at their April 8<sup>th</sup> meeting. Administrator/Clerk Kurtock stated that during discussions with North Memorial Health, the

organization stated that if they were awarded the bid, they would like two vehicle bays within the safety complex. They would also consider requesting a transfer of the ambulance license prior to January 2026. If that were to happen, Kurtok advised it may be wise for the Council to determine the fee for the 2<sup>nd</sup> vehicle bay now prior to the RFB being released. She asked if Council was willing to waive the 2<sup>nd</sup> vehicle bay fee for 2025. The Council agreed to waive the fee for 2025.

\*Motion by Councilor Bruns, seconded by Councilor Sullivan to establish a fee of \$1,000 for the 2<sup>nd</sup> vehicle stall for the year 2026.

Ayes: all present. Motion carried.

### **Fire Department**

Councilor Sullivan stated he had a conversation with the League's Troy Walsh who recommended a small Committee be created to review the SOG document. Sullivan recommended the committee be the Personnel Committee and the three fire chiefs. Coughlin said he was open to the discussion.

### **Street Department**

#### **MPCA Commendation**

The MPCA issued a Certificate of Commendation for the Wastewater Treatment Facility and its staff in recognition of exceptional compliance with its MPCA NPDES/DES wastewater permit during the 2024 review period. Mayor Heyblom recognized Jason Martire for his accomplishment.

#### **NPU Commission**

Mayor Heyblom asked for an update for the 3<sup>rd</sup> Street project from the NPUC. Councilor Martire said that funding hadn't been awarded, so the project was likely not happening in 2025.

#### **Public Comment**

Lisa Kautto, 3<sup>rd</sup> Street, said 3<sup>rd</sup> Street is in tough shape. She asked if there was a contingency plan if the sewer failed. She asked if Fern Avenue was included for replacement and wanted to know if the street would be widened. She stated she recognized that the city has more short- and long-term goals.

Kautto also noted that she has worked with North Memorial Health and had good work experience with them.

#### **Mayor and Council Updates**

Councilor Sullivan asked if the Public Comment section on the agenda could be placed at the beginning of the meeting. Council determined to move it up to after the pledge.

Councilor Martire discussed that 2<sup>nd</sup> Street was a dedicated ATV trail. Chief Longoria stated that people can drive on all streets, with mph regulations. Longoria volunteered to work toward a solution with Councilors Sullivan & Martire. Signage needs to be updated because some of it contradicts the ordinance.

#### **Adjourn**

\*Motion by Councilor Jensen, seconded by Mayor Heyblom to adjourn the meeting at 6:57 p.m.

Ayes: all present. Motion carried.

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City Administrator/Clerk/Treasurer

## City of Nashwauk

March 10, 2025

### Special City Council Meeting Held in Conjunction with the ISD 319 School Board

Lisa Peratalo called the meeting to order at 5:00 p.m. in the Telepresence room of Nashwauk-Keewatin High School.

Lisa Peratalo led the Pledge of Allegiance.

**Nashwauk Council Members present:** Councilor David Bruns, Councilor Tom Martire, Councilor Sheila Jensen, Councilor Terry Sullivan, Mayor Greg Heyblom.

**ISD 319 School Board Members present:** Barbara Kalmi, Wayne LaBine, Don Warwas, Jeff Sundquist, Lisa Peratalo, Jake Castle. Connected electronically: Rae Villebrun, Derek Platt.

**Also present:** Administrator/Clerk April Kurtock, Michelle Nelson, Luke Adam. Rae Villebrun and Derek Pratt were connected remotely.

#### **School Buildings & Demolition**

Lisa Peratalo said the School Board will need to make decisions soon regarding the high school campus buildings. She shared she had received many questions from community members about why the gym wouldn't be saved and she wondered if the City wanted to keep it. Peratalo said that the Board had heard that the City did not want the buildings, but it wasn't clear to the Board what the City intended to do with the property, and it was important to the Board to know the City's intent. Because the Board hasn't received anything from the City, they might want to sell it to someone else for development, like a business. Mayor Heyblom said the City Council has discussed the high school buildings, and the City Administrator relayed that information to the Superintendent. Rae Villebrun acknowledged the conversation but stated the Board never received official correspondence from the City stating their interest or intent. April Kurtock shared that the IRRRB contacted the City first and wanted to make sure that if IRRRB provided funds for the demolition of the school, that the City was agreeable to receiving property from the District. The IRRRB put conditions on that grant award that the land would be redeveloped with a focus on housing. The City was agreeable to those terms.

Wayne LaBine stated that the \$1.4 million received from IRRRB was likely not enough to cover the costs for demolition of both the Keewatin and Nashwauk buildings. The group collectively discussed the pros and cons of the demolition of all the buildings or just some. Councilor Bruns noted that the City's Street Lead wanted to keep the gym, but redevelopment costs were likely to be prohibitive. Mayor Heyblom said it was hard to make a decision when no one had the cost estimates for renovations. Mayor Heyblom shared the City's upcoming priority projects, which were the 3<sup>rd</sup> Street project, water tower refurbishing, and a public safety building.

Don Warwas acknowledged that the Board had discussed keeping the gym for themselves, too. Councilor Jensen questioned if the Board had obtained cost estimates to keep and renovate the gym area and asked if the grant allowed for partial demolition. Peratalo said they had not yet and knew it would be complicated because of the mechanical and heating needs. She also clarified that partial demolition was an option. Barb Kalmi stated that the IRRRB grant was awarded to the school, and the school will make a decision regarding what is razed and what is not. Kalmi stated that she is not heartbroken by the thought of all buildings being razed because she believes that with the referendum being passed, the School would be vacating the existing property. Kalmi suggested that the City work with ICS on retrofitting the gym for water/sewer. Wayne LaBine advocated that the City needed a community Center. Mayor Heyblom stated that the City was under the impression that the District was building a community center. He noted that the City had been pursuing its own community center but pulled back from that project because the District's referendum was approved to build a community center/wellness center. LaBine said the project was always intended to be a wellness center.

Councilor Martire asked when the buildings might be torn down. Lisa Peratalo said as early as the fall of 2025. Barb Kalmi asked for confirmation that the city wanted the high school property and that the purpose would be for residential redevelopment. Mayor Heyblom confirmed yes to both.

#### **Potential Easement for O'Brien Reservoir**

Teacher Luke Adam shared a presentation regarding the opportunity of providing a pier on O'Brien Reservoir and was looking to measure the City's interest in a partnership. The property where the pier would be installed was owned by US Steel and an easement would need to be obtained. Barb Kalmi questioned why the City would be involved since it wasn't their property or their project. Adam said he was looking for partnership, as the DNR said it was better to have an affiliation to get funding. US Steel is receptive to the project but wants to know what the School wants to do on the property. Councilor Bruns asked if the pier would be a public access. Adam said yes and it would have access through the school property and through the Mesabi Trail.

Councilor Bruns noted the project was a great addition for the school but questioned why the city would be involved. Wayne LaBine said he thought the pier would only be for the school, not the public. Councilor Bruns said it makes more sense for the City to be involved with access to LaRue Pit but for the District to be responsible for the potential access to O'Brien.

Barb Kalmi questioned Adam more about the project costs. Adam said they are not known yet, but if he finds out that the City not being involved creates issues, he'll bring that back to the group. Kalmi stated she was not excited to see 4-wheelers on the property, as it is supposed to be a walking trail. Councilor Martire questioned the liability concerns. The District's insurance agent reviewed the insurance requirements provided by US Steel. The level of insurance is not a level that Districts typically have.



The group discussed the pier being accessible to the public and issues that may create. However, the DNR wants people to be able to use it, so their funding may not be available if it is not accessible. Lisa Peratalo directed Luke Adam to continue with the project, but to pursue it as just having District involvement and then to come back with more information about if the City needs to be involved.

### **Community/Wellness Center Discussion**

Councilor Sullivan asked for the topic to be on the agenda because he has heard some rumors and wanted to know more about the community's access to the wellness center. He said he heard the wellness center would be used by the school during the day and he wanted to know if the wellness center was for the community or when they would have access. Lisa Peratalo said that there may be times that students may be in the wellness center area. She stated that the Board is working on the details of how access will work. Ideally, they want 24/7 access to the buildings but stated it is hard to know until they see how it was built and how to use it. She said there may be restrictions during some parts of the day. They want to see the walking track open to the public all day. The fitness center would be open to the public all day. Councilor Sullivan said the referendum was marketed as an attached, separate wellness center. He said the older generation voted for it because they thought they'd have access to it during the day. Peratalo said the Board has been busy getting the school built and hasn't focused on the details of the wellness center. She said they'll also need to figure out how to maintain it and who is paying for heating and repairs. Their priority will be to protect the students, and they'll need to determine security measures for the walking track and the 3<sup>rd</sup> gym. Wayne LaBine said once it is done being built, they'll determine what can be done with it.

Councilor Sullivan emphasized that the voters approved the referendum for the wellness center, and he was frustrated with the idea that it might not be accessible. Sullivan encouraged the creation of an advisory committee to work on the use and access of the wellness center. Wayne LaBine said he didn't see an issue with the public and the students being in the wellness center at the same time. Michele Nelson vehemently disagreed. Peratalo said the fitness center will be open to the public and they'll find a way to figure it out.

The meeting was adjourned at 6:15 p.m.

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City Administrator/Clerk/Treasurer

CITY OF NASHWAUK

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\*Claim Register©

4825claim1

April 2025

Claim Type						
Claim#	0 APG MEDIA OF MN					
Cash Payment Invoice	E 100-45100-345	4th of July	Advertising	4th of july and one other		\$899.00
Cash Payment Invoice	E 100-45100-347	Halloween Party	Advertising	4th of july and one other		\$899.00
Transaction Date	4/4/2025	Due 4/4/2025	Checking Account	10100	Total	\$1,798.00
Claim#	0 BLOOM, KYLE					
Cash Payment Invoice	E 100-42100-334	Meetings, Mileage & Lodgi	Defensive tactics training	mileage and meals		\$259.37
Transaction Date	4/4/2025		Checking Account	10100	Total	\$259.37
Claim#	0 BOUND TREE MEDICAL					
Cash Payment Invoice	E 650-48000-210	Operating Supplies	medical supplies			\$574.34
Transaction Date	4/4/2025	Due 4/4/2025	Checking Account	10100	Total	\$574.34
Claim#	0 CITY OF BOVEY					
Cash Payment Invoice	E 100-42100-313	2016 Chevy Tahoe	purchase of 2022 police cruiser			\$40,000.00
Transaction Date	4/4/2025	Due 4/4/2025	Checking Account	10100	Total	\$40,000.00
Claim#	0 ICS					
Cash Payment Invoice	E 100-41600-300	Professional Svcs	progress billing safety services	billing		\$3,500.00
Transaction Date	4/4/2025		Checking Account	10100	Total	\$3,500.00
Claim#	0 IMPERIAL DADE					
Cash Payment Invoice	E 100-42100-210	Operating Supplies	garbage cans			\$53.34
Cash Payment Invoice	E 100-42200-210	Operating Supplies	garbage cans			\$53.34
Cash Payment Invoice	E 650-48000-210	Operating Supplies	garbage cans			\$53.34
Transaction Date	4/4/2025		Checking Account	10100	Total	\$160.02
Claim#	0 INNOVATIVE OFFICE SOLUTIONS, L					
Cash Payment Invoice	E 650-48000-200	Office Supplies	amb printer ink			\$476.27
Transaction Date	4/4/2025	Due 4/4/2025	Checking Account	10100	Total	\$476.27
Claim#	0 ITASCA CTY AUDITOR/TREASURER					
Cash Payment Invoice	E 100-45100-345	4th of July	Fireworks display permit			\$2.00
Transaction Date	4/4/2025	Due 4/4/2025	Checking Account	10100	Total	\$2.00
Claim#	0 J&M DISPLAY, INC.					
Cash Payment Invoice	E 100-45100-345	4th of July	2025 4th of july fireworks			\$15,000.00
Transaction Date	4/4/2025	Due 4/4/2025	Checking Account	10100	Total	\$15,000.00
Claim#	0 JOHN P. DIMICH					
Cash Payment Invoice	E 100-41600-304	Legal Fees	Mar 2025 legal fees			\$1,000.00

CITY OF NASHWAUK

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\*Claim Register©

4825claim1

April 2025

Transaction Date	4/4/2025	Due 4/4/2025	Checking Account	10100	Total	\$1,000.00
Claim#	0 JPJ ENGINEERING					
Cash Payment	E 610-61200-300	Professional Svcs	construction engineering			\$1,035.00
	Invoice 42WWTP					
Transaction Date	4/4/2025	Due 4/4/2025	Checking Account	10100	Total	\$1,035.00
Claim#	0 L&M SUPPLY					
Cash Payment	E 100-43100-210	Operating Supplies	Mar 2025 misc supplies			\$48.97
	Invoice					
Cash Payment	E 603-49333-210	Operating Supplies	Mar 2025 misc supplies			\$134.19
	Invoice					
Transaction Date	4/4/2025	Due 4/4/2025	Checking Account	10100	Total	\$183.16
Claim#	0 LEAGUE OF MN CITY-BERKLEY					
Cash Payment	E 100-49242-360	Insurance	WC deductibles x 2			\$409.83
	Invoice					
Transaction Date	4/4/2025	Due 4/4/2025	Checking Account	10100	Total	\$409.83
Claim#	0 MN DEPT OF HUMAN SERVICES					
Cash Payment	R 650-48000-38007	Medicare Payments Am	2025 ambulance supp pmt			\$18,293.00
	Invoice 00000851434					
Transaction Date	4/4/2025		Checking Account	10100	Total	\$18,293.00
Claim#	0 NASHWAUK PUBLIC UTILITIES					
Cash Payment	E 100-45100-380	Utility Services Electric	2/26-3/25/25 utility service			\$1,389.11
	Invoice					
Cash Payment	E 100-42100-380	Utility Services Electric	2/26-3/25/25 utility service			\$244.85
	Invoice					
Cash Payment	E 100-42200-380	Utility Services Electric	2/26-3/25/25 utility service			\$244.84
	Invoice					
Cash Payment	E 650-48000-380	Utility Services Electric	2/26-3/25/25 utility service			\$244.84
	Invoice					
Cash Payment	E 100-43100-380	Utility Services Electric	2/26-3/25/25 utility service			\$1,361.88
	Invoice					
Cash Payment	E 100-41940-380	Utility Services Electric	2/26-3/25/25 utility service			\$495.76
	Invoice					
Transaction Date	4/4/2025	Due 4/4/2025	Checking Account	10100	Total	\$3,981.28
Claim#	0 PARK STATE BANK - VISA					
Cash Payment	E 100-42200-210	Operating Supplies	misc supplies			\$173.06
	Invoice					
Cash Payment	E 100-42200-334	Meetings, Mileage & Lodgi	Bjohnson room for training			\$575.74
	Invoice					
Cash Payment	E 650-48000-150	2020 150 Ambulance	gas Mar 2025			\$115.10
	Invoice					
Cash Payment	E 100-42100-314	2019 TAHOE	plugged cat converter repair			\$325.00
	Invoice					
Cash Payment	E 650-48000-210	Operating Supplies	amb hiviz breakaway vests			\$162.74
	Invoice					
Cash Payment	E 100-42100-431	Clothing Allowance-longori	longoria clothing allowance shirts			\$110.85
	Invoice					
Cash Payment	E 100-42100-210	Operating Supplies	first aid supplies			\$28.98
	Invoice					

CITY OF NASHWAUK

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\*Claim Register©

4825claim1

April 2025

Cash Payment Invoice	E 100-43100-210	Operating Supplies	misc supplies	\$144.21
Cash Payment Invoice	E 100-43100-215	Clothing purchases	hopke arc rated clothing	\$304.88
Cash Payment Invoice	E 100-41400-210	Operating Supplies	treats easter bunny pop up	\$45.36

Transaction Date	4/4/2025	Due 4/4/2025	Checking Account	10100	Total	\$1,985.92
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Claim# 0 PARK STATE BANK

Cash Payment Invoice	E 100-41400-361	Bank Charges	april 2025 cash mgmt fee	\$40.00
Cash Payment Invoice	E 650-48000-361	Bank Charges	april 2025 cash mgmt fee	\$20.00

Transaction Date	4/4/2025	Due 4/4/2025	Checking Account	10100	Total	\$60.00
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Claim# 0 PAUL BUNYAN COMMUNICATIONS

Cash Payment Invoice	E 100-42100-321	Phone/Internet	apr2025 phone/internet	\$58.29
Cash Payment Invoice	E 100-41100-321	Phone/Internet	apr2025 phone/internet	\$93.47
Cash Payment Invoice	E 601-49000-321	Phone/Internet	apr2025 phone/internet	\$23.37
Cash Payment Invoice	E 602-49020-321	Phone/Internet	apr2025 phone/internet	\$23.37
Cash Payment Invoice	E 603-49030-321	Phone/Internet	apr2025 phone/internet	\$23.37
Cash Payment Invoice	E 604-49040-321	Phone/Internet	apr2025 phone/internet	\$23.37
Cash Payment Invoice	E 100-43100-321	Phone/Internet	apr2025 phone/internet	\$103.09
Cash Payment Invoice	E 650-48000-321	Phone/Internet	apr2025 phone/internet	\$69.75
Cash Payment Invoice	E 100-45100-321	Phone/Internet	apr2025 phone/internet	\$48.29
Cash Payment Invoice	E 100-42200-321	Phone/Internet	apr2025 phone/internet	\$20.00

Transaction Date	4/4/2025	Checking Account	10100	Total	\$486.37
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Claim# 0 PRUDENTIAL FINANCIAL

Cash Payment Invoice	E 100-49240-131	Employer Paid Life/LTD/E	apr 2025 life insurance prems	\$308.34
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Transaction Date	4/4/2025	Due 4/4/2025	Checking Account	10100	Total	\$308.34
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Claim# 0 RADKO IRON & SUPPLY

Cash Payment Invoice	E 100-43100-210	Operating Supplies	boss plow lights	\$550.00
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Transaction Date	4/4/2025	Due 4/4/2025	Checking Account	10100	Total	\$550.00
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Claim# 0 SELLMAN BORLAND & SIMON PLLC

Cash Payment Invoice	E 100-41600-304	Legal Fees	mar 2025 legal fees	\$1,401.00
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Transaction Date	4/4/2025	Due 4/4/2025	Checking Account	10100	Total	\$1,401.00
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Claim# 0 SINCLAIR EXPRESS MART

CITY OF NASHWAUK

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\*Claim Register©

4825claim1

April 2025

Cash Payment Invoice	E 100-42100-316	GAS - VEHICLES & EQUI	Mar 2025 gas		\$1,091.87
Cash Payment Invoice	E 100-42100-210	Operating Supplies	car washes		\$90.00
Cash Payment Invoice	E 100-43100-316	GAS - VEHICLES & EQUI	Mar 2025 gas		\$1,218.64
Cash Payment Invoice	E 100-43100-210	Operating Supplies	coffee and motor oil		\$55.76
Cash Payment Invoice	E 100-42200-316	GAS - VEHICLES & EQUI	Mar 2025 gas		\$135.28
Cash Payment Invoice	E 100-42200-210	Operating Supplies	auto		\$12.99
Cash Payment Invoice	E 650-48000-150	2020 150 Ambulance	Mar 2025 gas		\$559.43
Cash Payment Invoice	E 650-48000-210	Operating Supplies	def fluid		\$35.98
Transaction Date	4/4/2025	Due 4/4/2025	Checking Account	10100	Total \$3,199.95
Claim#	0 SOUTHSIDE TIRE & AUTO, LLC				
Cash Payment Invoice 41077	E 650-48000-150	2020 150 Ambulance	replace fuel filter		\$250.69
Transaction Date	4/4/2025	Due 4/4/2025	Checking Account	10100	Total \$250.69
Claim#	0 tactical & technical assessment				
Cash Payment Invoice 1299	E 100-42100-310	Training	instructor training defensive tactics		\$475.00
Transaction Date	4/4/2025		Checking Account	10100	Total \$475.00
Claim#	0 TJS AUTO REPAIR INC				
Cash Payment Invoice 15786	E 100-42100-314	2019 TAHOE	repairs to 2019		\$1,271.15
Transaction Date	4/4/2025	Due 4/4/2025	Checking Account	10100	Total \$1,271.15
Claim#	0 TREASURE BAY PRINTING				
Cash Payment Invoice 280258	E 100-42200-200	Office Supplies	1st responder run sheets		\$113.00
Transaction Date	4/4/2025	Due 4/4/2025	Checking Account	10100	Total \$113.00
Claim#	0 WELDERS SUPPLY				
Cash Payment Invoice 0000966402	E 100-43100-210	Operating Supplies	Welders		\$15,935.50
Cash Payment Invoice 0000966431	E 100-43100-210	Operating Supplies	Welders		\$90.25
Transaction Date	4/4/2025		Checking Account	10100	Total \$16,025.75
Claim Type				Total	\$112,799.44

CITY OF NASHWAUK

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\*Claim Register©

4825claim1

April 2025

Pre-Written Checks	\$0.00
Checks to be Generated by the Compute	\$112,799.44
Total	\$112,799.44

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

CITY OF NASHWAUK

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Page 1

\*Claim Register©

4825claim2

April 2025

**Claim Type**

Claim#	0 AT&T				
Cash Payment	E 100-42200-321	Phone/Internet	2/26-3/25/25	phone/internet/cellular svcs	\$128.13
Invoice	031223x04032025				
Cash Payment	E 100-42100-321	Phone/Internet	2/26-3/25/25	phone/internet/cellular svcs	\$153.73
Invoice	031223x04032025				
Cash Payment	E 650-48000-321	Phone/Internet	2/26-3/25/25	phone/internet/cellular svcs	\$152.49
Invoice	031223x04032025				
Cash Payment	E 603-49333-321	Phone/Internet	2/26-3/25/25	phone/internet/cellular svcs	\$200.15
Invoice	031223x04032025				
Cash Payment	E 602-49020-321	Phone/Internet	2/26-3/25/25	phone/internet/cellular svcs	\$164.92
Invoice	031223x04032025				
Cash Payment	E 601-49000-321	Phone/Internet	2/26-3/25/25	locator	\$14.96
Invoice	031223x04032025				
Cash Payment	E 602-49020-321	Phone/Internet	2/26-3/25/25	locator	\$14.96
Invoice	031223x04032025				
Cash Payment	E 603-49030-321	Phone/Internet	2/26-3/25/25	locator	\$14.96
Invoice	031223x04032025				
Transaction Date	4/8/2025	Due 4/8/2025	Checking Account	10100	<b>Total</b> \$844.30
Claim#	0 BLUE CROS BLUE SHIELD - RETIRE				
Cash Payment	E 100-49240-130	Employer Paid Health Ins/	May 2025	retiree health prems	\$1,341.00
Invoice					
Transaction Date	4/8/2025	Due 4/8/2025	Checking Account	10100	<b>Total</b> \$1,341.00
Claim#	0 BOUND TREE MEDICAL				
Cash Payment	E 650-48000-210	Operating Supplies		medical supplies	\$460.79
Invoice	85724626				
Cash Payment	E 650-48000-210	Operating Supplies		medical supplies	\$170.99
Invoice	85724625				
Cash Payment	E 650-48000-210	Operating Supplies		medical supplies	\$278.50
Invoice	85724627				
Transaction Date	4/8/2025	Due 4/8/2025	Checking Account	10100	<b>Total</b> \$910.28
Claim#	0 CULLIGAN WATER				
Cash Payment	E 100-41400-210	Operating Supplies		water for the office	\$43.70
Invoice					
Transaction Date	4/8/2025		Checking Account	10100	<b>Total</b> \$43.70
Claim#	0 FUSIONTECH LLC				
Cash Payment	E 100-42100-326	IT Services		mar 2025 tech work	\$687.50
Invoice	nashwaukmar2025				
Cash Payment	E 601-49000-326	IT Services		mar 2025 tech work	\$328.13
Invoice	nashwaukmar2025				
Cash Payment	E 602-49020-326	IT Services		mar 2025 tech work	\$328.12
Invoice	nashwaukmar2025				
Cash Payment	E 603-49030-326	IT Services		mar 2025 tech work	\$328.13
Invoice	nashwaukmar2025				
Cash Payment	E 604-49040-326	IT Services		mar 2025 tech work	\$328.12
Invoice	nashwaukmar2025				
Cash Payment	E 650-48000-326	IT Services		mar 2025 tech work	\$237.50
Invoice	nashwaukmar2025				

CITY OF NASHWAUK

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**\*Claim Register©**

4825claim2

April 2025

Cash Payment	E 100-41400-326	IT Services	mar 2025 tech work		\$50.00
	Invoice nashwaukmar2025				
Cash Payment	E 100-41100-326	IT Services	mar 2025 tech work		\$225.00
	Invoice nashwaukmar2025				
Transaction Date	4/8/2025	Checking Account	10100	<b>Total</b>	\$2,512.50
<b>Claim#</b>	<b>0 JK MECHANICAL CONTRACTORS IN</b>				
Cash Payment	E 100-42200-210	Operating Supplies	fire air tanks		\$445.61
	Invoice 6610				
Transaction Date	4/8/2025	Due 4/8/2025	Checking Account	10100	<b>Total</b> \$445.61
<b>Claim#</b>	<b>0 RANGE REGIONAL HEALTH SERVIC</b>				
Cash Payment	E 650-48000-305	Medical Fees	new employee med test		\$73.00
	Invoice				
Transaction Date	4/8/2025	Due 4/8/2025	Checking Account	10100	<b>Total</b> \$73.00
<b>Claim#</b>	<b>0 STRYKER SALES CORPORATION</b>				
Cash Payment	E 100-42200-210	Operating Supplies	AED supplies		\$2,521.28
	Invoice 9208865012				
Transaction Date	4/8/2025	Due 4/8/2025	Checking Account	10100	<b>Total</b> \$2,521.28
<b>Claim#</b>	<b>0 VIA ACTUARIAL SOLUTIONS</b>				
Cash Payment	E 100-41600-300	Professional Srvs	2025 gasb 75 valuation report		\$1,300.00
	Invoice nsh-2025-03				
Transaction Date	4/8/2025	Checking Account	10100	<b>Total</b>	\$1,300.00
	<b>Claim Type</b>		<b>Total</b>		<b>\$9,991.67</b>

Pre-Written Checks	\$0.00
Checks to be Generated by the Compute	\$9,991.67
<b>Total</b>	<b>\$9,991.67</b>

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



OWNER: City of Nashwauk  
 PROJECT: Safety Services Facility  
 LOCATION: 23 Park Dr, Nashwauk, MN 55769  
 PREP BY: ICS  
 DATE: 4/3/2025



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

ITEM / ITEM DESCRIPTION	Option 1 (Smaller, Precast, Single-story)	Option 2 (Larger, Wood Framed Admin, 2-Story)
<b>BUILDING</b>		
Demo	\$20,000	\$20,000
New Construction	\$3,926,605	\$4,666,583
<b>SITE IMPROVEMENTS</b>		
<b>SPECIFIC SITE AREA</b>		
Sitework	\$283,750	\$283,750
<b>FFE/TECHNOLOGY</b>		
Furniture, Fixtures and Equipment (FFE)	\$0	\$0
Technology (TV,s, PCs, ect...)	\$0	\$0
Security (Cameras & Card Readers)	\$0	\$0
<b>CONSTRUCTION SUBTOTAL</b>	<b>\$4,230,355</b>	<b>\$4,970,333</b>
<b>SOFT COSTS</b>		
<b>Fees/Permitting/Testing</b>	\$1,408,370	\$1,581,560
Property Acquisition	\$0	\$0
Bond Costs		
<b>SUBTOTAL</b>	<b>\$1,408,370</b>	<b>\$1,581,560</b>
<b>CONTINGENCY</b>	\$338,428	\$397,627
<b>SUBTOTAL</b>	<b>\$338,428</b>	<b>\$397,627</b>
<b>TOTAL</b>	<b>\$5,977,153</b>	<b>\$6,949,520</b>

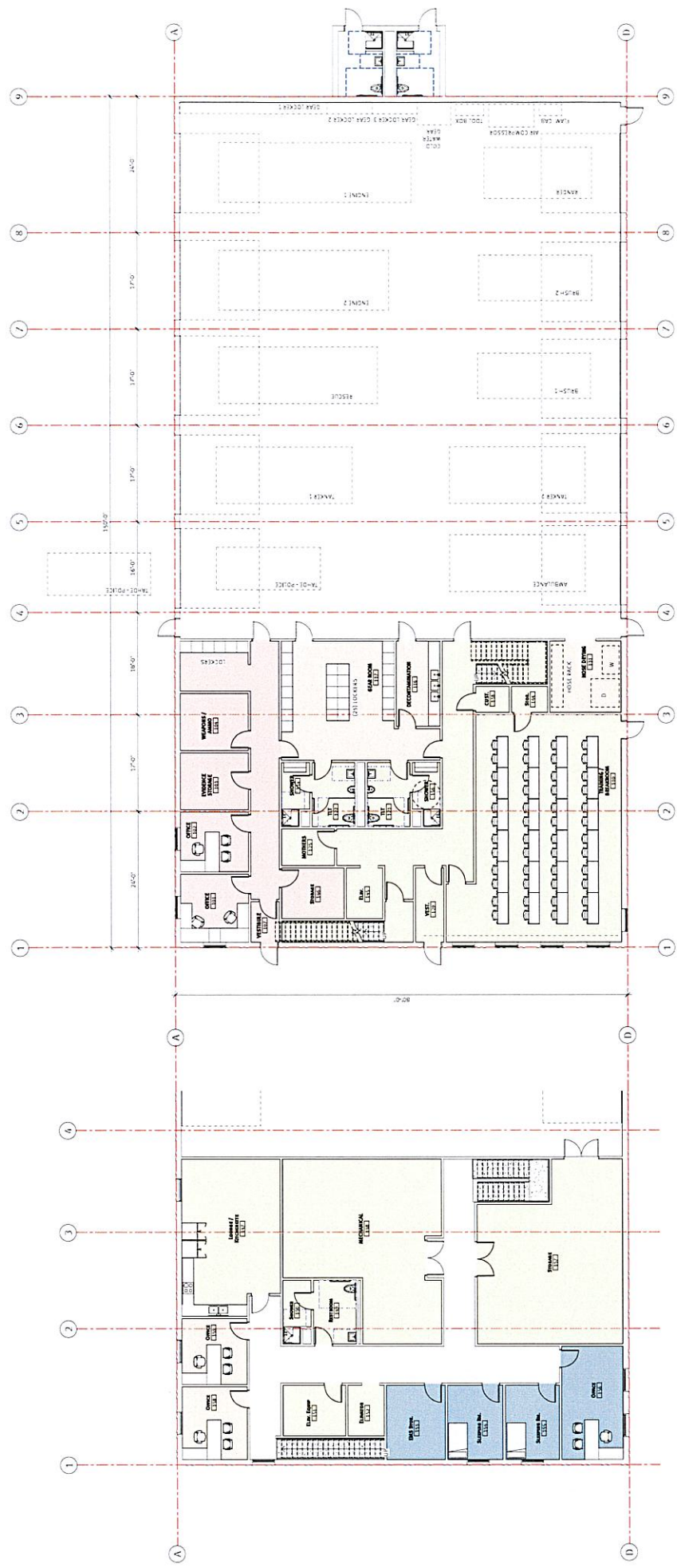
\*Construction values reflect estimated inflation through 2026

Cost/SF	SF	Construction Only/SF	
Option 1 - Precast, smaller size	12,250.00	\$ 372.96	-
Option 2 - Wood -framed admin, larger, 2nd floor	16,600.00	\$ 323.37	-
<b>For reference</b>			
JPJ Estimate Construction Only 10/2024	\$ 10,500.00	\$ 400.00	-
For Reference - 2020 GR Fire Hall projection to 2025	\$ 17,309.00	\$ 397.54	-



DEPARTMENT LEGEND

- FIRE
- POLICE
- SHARED



① LEVEL 1 FLOOR PLAN  
1/8" = 1'-0"

② LEVEL 2 FLOOR PLAN  
1/8" = 1'-0"



NASHWAUK SAFETY SERVICES CENTER

OPTION 2

**City of Nashwauk**  
**Notice of Intent to Adopt and Amend Ordinances**

Notice is hereby given that the Nashwauk City Council will consider adopting two chapters and an amendment to an existing chapter within its code of ordinances at their regular meeting to be held on Tuesday, April 8, 2025, at 5:30 p.m. at Nashwauk City Hall, 301 Central Avenue.

For consideration are the following ordinances:

1. Ordinance No. 2025-01 an ordinance of the City of Nashwauk, Minnesota amending Nashwauk City Ordinances by adding Chapter 95 entitled "Community Garden."
2. Ordinance No. 2025-02 an ordinance of the City of Nashwauk, Minnesota amending Nashwauk City Ordinances by adding Chapter 118 entitled "Cannabis Regulation."
3. Ordinance No. 2025-03 an ordinance of the City of Nashwauk, Minnesota amending Nashwauk City Ordinances by amending Chapter 50; sections 50.01 through 50.03 and adding sections 50.04 through 50.07.

The proposed ordinances are included with this notice on the City's website and on the City's posting location within City Hall.

Posted: March 28, 2025

## ORDINANCE NO. 2025-01

AN ORDINANCE OF THE CITY OF NASHWAUK, MINNESOTA, AMENDING NASHWAUK CITY ORDINANCES BY ADDING A CHAPTER 9 5 ENTITLED "COMMUNITY GARDEN"; AND ADOPTING BY REFERENCE NASHWAUK CITY ORDINANCES CHAPTER 10 GENERAL PROVISIONS, SECTION 10.99 GENERAL PENALTY, WHICH, AMONG OTHER THINGS, CONTAINS PENALTY PROVISIONS.

WHEREAS, The City of Nashwauk owns real property along Hawkins Avenue, legally described as follows, to-wit:

NW 1/4 of NE 1/4, less the Northwest diagonal One-half,  
Section 32, Township 57, Range 22

and,

WHEREAS, Said property has been used as a "Community Garden" since 2011; and,

WHEREAS, Said garden is used by gardeners and the gardeners self-determine the size of each gardener's plot; and,

WHEREAS, The City seeks to codify this arrangement, so it is enforceable as a Nashwauk City Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF NASHWAUK, MINNESOTA ORDAINS:

**Section 1.** That the real property of the City located on Hawkins Avenue, Nashwauk, Itasca County, Minnesota, and legally described as follows:

NW 1/4 of NE 1/4, less the Northwest diagonal One-half,  
Section 32, Township 57, Range 22

Shall be the Nashwauk Community Garden and shall be operated by the gardeners themselves.

**Section 2.** That the gardeners who choose to garden at said plot shall agree as to the size and development of each plot of land.

**Section 3.** That only the gardeners who use the "Community Garden" shall be entitled to obtain produce from the same.

**Section 4.** That anyone seeking to harvest any of the produce obtained from said Community Garden who did not grow said produce shall be trespassing and shall be subject to a fine and surcharge of up to \$300 per occurrence.

**Section 5.** 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 6.** 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 \_\_\_\_\_, 2025.

FOR ADOPTION:

AGAINST ADOPTION:

ABSENT:

CITY OF NASHWAUK

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

The foregoing ordinance reviewed and approved as to form.

\_\_\_\_\_  
City Attorney

(Published on \_\_\_\_\_, 2025. Affidavit of publication attached.)

**ORDINANCE NO. 2025-02**

AN ORDINANCE OF THE CITY OF NASHWAUK, MINNESOTA, AMENDING NASHWAUK CITY ORDINANCES BY ADDING A CHAPTER 118 ENTITLED "CANNABIS REGULATION" AND ADOPTING BY REFERENCE NASHWAUK CITY ORDINANCES CHAPTER 10 GENERAL PROVISIONS, SECTION 10.99 GENERAL PENALTY, WHICH, AMONG OTHER THINGS, CONTAINS PENALTY PROVISIONS.

**WHEREAS**, the City of Nashwauk seeks to regulate the sale and use of cannabis as set forth by Minn. Stat. Chapter 342.

**NOW, THEREFORE, THE CITY COUNCIL OF NASHWAUK, MINNESOTA, ORDAINS:**

**Section 1.** The Nashwauk City Code is hereby amended by adding a new Chapter 118 entitled 'Cannabis Regulation' reading as follows:

**"SECTION 118. CANNABIS REGULATION.**

**Subd 1. Definitions.** Terms used in this ordinance and defined in Minn. Stat. Ch. 342 (2023), as amended or recodified from time to time, have the meanings given them in Minn. Stat. Ch. 342 (2023), as amended or recodified from time to time.

**Subd. 2. Geographic scope.** This ordinance covers all areas of the city in which the City of Nashwauk exercises planning and zoning authority.

**Subd. 3. Use of cannabis in public.**

**A.** For purposes of this section, the term "public place" means any public park, any other property owned, leased, or controlled by a governmental unit, and any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; retail stores and other commercial establishments; educational facilities other than public schools, as defined in Minn. Stat. 120A.05, Subds. 9, 11, and 13 (2023), as amended or recodified from time to time; hospitals; nursing homes; auditoriums; arenas; meeting rooms; and common areas of apartment rental buildings. It does not include a private residence, including the person's curtilage or yard; private property not generally accessible by the public, unless the person is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property; or the premises of an establishment or event licensed to permit on-site consumption.

**B.** Notwithstanding section 1 of this ordinance, all other terms used in this section and defined in Minn. Stat. Ch. 152 (2023), as amended or recodified from time to time, have the meanings give them in Minn. Stat. Ch. 152 (2023), as amended or recodified from time to time.

**C.** Pursuant to Minn. Stat. 152.0263, subd. 5(2023), as amended or recodified from time to time, a person is guilty of a petty misdemeanor if the person unlawfully uses cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place.

**Subd. 4. Limit on number of licensed cannabis retailers, cannabis mezzobusinesses with a retail operations endorsement, and cannabis microbusinesses with a retail operations endorsement.**

Pursuant to Minn. Stat. 342.13(i) (2023), as amended or recodified from time to time, the number of licensed cannabis retailers, cannabis mezzobusinesses with a retail operations endorsement, and cannabis microbusinesses with a retail operations endorsement is limited to one registration in total for ever 12,500 residents.

**Subd. 5. Prohibition of cannabis businesses within certain distances of schools, day cares, residential treatment facilities, and attractions within public parks.**

Pursuant to Minn. Stat. 342.13(c) (2023), as amended or recodified from time to time, the operation of a cannabis business is prohibited within 1,000 feet of a school, or 500 feet of a licensed day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field.

**Subd. 6. Hours of operation.** Pursuant to Minn. Stat. 342.27, subd. 7(b) (2023), as amended or recodified from time to time, a cannabis business with a license or endorsement authorizing the retail sale of cannabis flower or cannabis products shall not sell cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between 9:00 p.m. and 2:00 a.m. the following day or between 8:00 a.m. and 10:00 a.m. For the avoidance of doubt, the prohibition in this section is in addition to the hours-of-operation prohibition in Minn. Stat. 342.27, subd. 7(a) (2023), as amended or recodified from time to time.



**Subd. 7. Zoning districts for cannabis business and hemp businesses.**

**A.** The following cannabis businesses and hemp businesses shall be allowed uses with land-use permits issued by the City of Nashwauk Planning and Zoning Department in commercial (COM) districts established by the City of Nashwauk's Zoning Ordinance, and not allowed in all other districts established by the City of Nashwauk's Zoning Ordinance:

- retail operations of cannabis microbusiness with retail operations endorsement;
- retail operations of cannabis mezzobusiness with retail operations endorsement;
- cannabis retailer;
- cannabis event organizer (including, for the avoidance of doubt, all cannabis events);
- medical cannabis combination business; and
- lower-potency hemp edible retailer.

**B.** The following cannabis businesses and hemp businesses shall be allowed uses with performance-standard permits issued by the City of Nashwauk's Office of Planning and Zoning in limited-industrial (LI) districts established by the City of Nashwauk's Zoning Ordinance and not allowed in all other districts established by the City of Nashwauk's Zoning Ordinance:

- non-retail operations of cannabis microbusiness with retail operations endorsement;
- non-retail operations of cannabis mezzobusiness with retail operations endorsement;
- cannabis microbusiness without retail operations endorsement;
- cannabis mezzobusiness without retail operations endorsement;
- cannabis cultivator;
- cannabis manufacturer;
- cannabis wholesaler;
- cannabis transporter;
- cannabis testing facility;
- cannabis delivery service; and
- lower-potency hemp edible manufacturer.

**C.** No cannabis business or hemp business shall operate as

a "home business" or "home occupation" as those terms are defined in the City of Nashwauk's Zoning Ordinance.

**Subd. 8. Certification.** The City of Nashwauk's Department of Planning and Zoning shall be responsible for taking action on requests for certification as to proposed cannabis businesses under Minn. Stat. 342.13(f) (2023), as amended or recodified from time to time.

**Subd. 9. Registration and registration fees.**

**A.** The City of Nashwauk's Department of Planning and Zoning shall be responsible for taking action on requests for registration as to cannabis microbusinesses, cannabis mezzobusinesses, cannabis retailers, medical cannabis combination businesses, and lower-potency hemp edible retailers under Minn. Stat. 342.22, subd. 1 (2023), as amended or recodified from time to time.

**B.** Pursuant to Minn. Stat. 342.22, subd. 2(a) (2023), as amended or recodified from time to time, the City of Nashwauk shall impose initial retail registration fees and renewal retail registration fees as follows:

Cannabis or Hemp Business	Initial Retail Registration Fee	Renewal Retail Registration Fee
Cannabis microbusiness	\$800	\$800
Cannabis mezzobusiness	\$800	\$800
Cannabis retailer	\$800	\$800
Medical cannabis combination business	\$800	\$800
Lower-potency hemp edible retailer	\$800	\$800

**Subd. 10. Registration.** The City of Nashwauk will issue a registration as to a retail establishment located in the city, as provided in Minn. Stat. 342.22, subd. 1 (2023), as amended or recodified from time to time.

**Subd. 11. Civil penalty.** Pursuant to Minn. Stat. 342.22, subd. 5(e) (2023), as amended or recodified from time to time, the City of Nashwauk shall impose a civil penalty of \$2,000 for each violation of Minn. Stat. 342.22, subd. 5(e) (2023), as amended or recodified from time to time.

**Subd. 12. Compliance checks.** The Nashwauk Police Department

shall conduct or cause to be conducted the compliance checks required by Minn. Stat. 342.22, subd. 4 (2023), as amended or recodified from time to time.

**Subd. 13. Cannabis events.** Pursuant to Minn. Stat. 342.40, subd. 1 (2023), as amended or recodified from time to time, a cannabis event organizer must receive the City of Nashwauk's local approval in the form of a cannabis-event permit before holding a cannabis event. The cannabis event organizer must pay at the time of application for the permit a nonrefundable permit fee in the amount of \$100. The permit must require the cannabis event organizer to comply with all applicable laws, including, without limitation, Minn. Stat. 342.40 (2023), as amended or recodified from time to time. The Nashwauk Police Department shall be responsible for taking action on applications for cannabis-event permits.

**Subd. 14. Suspension and reinstatement of retail registration.** Under Minn. Stat. 342.22, subd. 5 (2023), as amended or recodified from time to time, local units of government are authorized to suspend and reinstate retail registrations of cannabis businesses and hemp businesses under certain circumstances. The Nashwauk Police Department shall be responsible for making recommendations to the City Council as to any suspension or reinstatement of a retail registration issued by the City of Nashwauk, and the City Council shall be responsible for taking action on any such suspension or reinstatement.

**Subd. 15. Severability.** Should any part of this ordinance be declared by the courts to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or otherwise invalid, and to this end the provisions of this ordinance are severable to the fullest extent allowed by applicable law.

**Subd. 16. Effective date.** This ordinance is effective \_\_\_\_\_, 2025."

**Section 2. Penalties.** Nashwauk City Code Chapter 10 entitled "General Provisions and Definitions Applicable to the Entire City Code Including Penalty for Violation" and Section 10.99 entitled "Violations a Misdemeanor" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

**Section 3.** 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 \_\_\_\_\_, 2025.

FOR ADOPTION:

AGAINST ADOPTION:

ABSENT:

CITY OF NASHWAUK

\_\_\_\_\_  
Greg Heyblom, Mayor

ATTEST:

\_\_\_\_\_  
April Kurtock, Clerk

The foregoing ordinance reviewed and approved as to form.

\_\_\_\_\_  
City Attorney Andy Borland

(Published in the \_\_\_\_\_ on \_\_\_\_\_.  
Affidavit of publication attached.)

**ORDINANCE NO. 2025-03**

**AN ORDINANCE REGULATING GARBAGE AND RECYCLING WITHIN THE CITY OF NASHWAUK, MINNESOTA.**

The City Council of Nashwauk, Minnesota ordains as follows:

The City's Code of Ordinances is hereby amending Ordinance Chapter No. 50; sections 50.01 through 50.03 to read as follows, additionally, adding sections 50.04 through 50.07:

**Chapter 50: Garbage**

**RULES AND REGULATIONS - GARBAGE COLLECTION.**

Section 50.01. **Definitions.**

Section 50.02. **Deposit of Garbage Restricted.**

Section 50.03. **Collection of Mixed Municipal Solid Waste.**

Section 50.04. **Storage of Mixed Municipal Solid Waste or Recyclable Materials.**

Section 50.05. **Disposal of Refuse.**

Section 50.06. **Service Charges.**

Section 50.07. **Penalty.**

Section 50.01. **Definitions.** The following terms, as used in this Section, shall have the meanings stated:

A. "Construction Debris" means waste building materials, packaging and rubble resulting from construction, remodeling, repair and demolition of buildings and roads.

B. "Demolition Debris" means solid waste resulting from the demolition of buildings, roads and other structures including concrete, brick bituminous concrete, untreated wood, masonry, glass, trees, rock and plastic building parts. Demolition Debris does not include asbestos wastes.

C. "Hazardous Waste" means any refuse, sludge or other waste material or combinations of refuse, sludge or other waste materials in solid, semisolid, liquid or contained gaseous form which because of its quantity, concentration or chemical, physical or infectious characteristics may:

1. cause or significantly contribute to an increase in mortality or an increase in serious or irreversible or incapacitating reversible illness; or
2. pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of or otherwise managed.

Categories of Hazardous Waste materials include, but are not limited to, explosives, flammables, oxidizers, poisons, irritants and corrosives. Hazardous Waste shall also include all materials designated as hazardous and regulated by State or Federal laws.

D. "Industrial Waste" means all solid waste generated from an industrial manufacturing process and solid waste generated from non-manufacturing activities such as service and commercial establishments. Industrial solid waste does not include office materials, restaurant and food preparation waste, discarded machinery, demolition debris, or household refuse.

E. "Infectious Waste" means waste originating from the diagnosis, care or treatment of a person or animal that has been or may have been exposed to a contagious or infectious disease. Unless the materials have been rendered noninfectious by procedures approved by the State Commissioner of Health, infectious waste includes:

1. all waste originating from persons or animals placed in isolation for control and treatment of an infectious disease;

2. bandages, dressings, casts, catheters, tubing and similar disposable items which have been in contact with wounds, burns, anatomical tracts or surgical incisions and which are suspect of being or have been medically verified as infectious;

3. all infectious anatomical waste including human and animal parts or tissues;

4. infectious sharps and needles;

5. laboratory and pathology waste of an infectious nature; or

6. any other waste as defined by the State Commissioner of Health which, because of its infectious nature, requires handling and disposal in a manner prescribed for items 1 to 5 above.

F. "Major Appliance" means clothes washers and dryers, dishwashers, hot water heaters, heat pumps, furnaces, garbage disposals, trash compactors, conventional and microwave ovens, ranges and stoves, air conditioners, dehumidifiers, refrigerators and freezers.

G. "Mixed Municipal Solid Waste" means:

1. garbage, refuse, rubbish and other solid waste from residential, commercial, industrial and community activities that the generator of the waste aggregates for collection except as provided in 2. below.

2. Mixed Municipal Solid Waste does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed and disposed of as separate waste streams but does include source-separated compostable materials.

H. "Recyclable Materials" means materials that are separated from Mixed Municipal Solid Waste for the purpose of recycling including, but not limited to, paper, glass, plastics, metals. Refuse derived fuel or other material that is destroyed by incineration is not a recyclable material.

I. "Refuse" means putrescible and non-putrescible solid wastes including garbage, rubbish, ashes, incinerator ash, incinerator residue, waste combustor ash, street cleanings, commercial and industrial wastes and municipal treatment wastes which do not contain free moisture.

J. "Sewage Sludge" means any solid, semisolid or liquid waste generated from a municipal, commercial or industrial wastewater treatment plant, water supply treatment plant or air contaminant treatment facility or any waste having similar characteristics and effects.

K. "Solid Waste" means garbage, refuse, rubbish, sludge from a water supply treatment plant or air contaminant treatment facility and other discarded waste materials and sludges in

solid, semisolid, liquid or contained gaseous form resulting from industrial, commercial, mining and agricultural operations and from community activities not including hazardous waste, animal waste used as fertilizer, earthen fill, boulders, rock, sewage sludge, solid or dissolved material in domestic sewage or other common pollutants in water resources such as silt, dissolved or suspended solids in industrial waste water effluent or discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended, dissolved materials in irrigation return flows, or source, special nuclear, or by-product material as defined by The Atomic Energy Act of 1954, as amended. (Minn. Stat. §116. 06)

**Section 50.02. Deposit of Garbage Restricted.** It is unlawful for any person:

A. To deposit or cause to be deposited any Mixed Municipal Solid Waste or Recyclable Materials upon any street, alley, vacant lot or upon any ground appurtenant to any building except in the manner provided by this Section.

B. Except a duly authorized City collector or contracted collection service, to transport Mixed Municipal Solid Waste over any street or alley or to disturb, collect or in any manner interfere with Mixed Municipal Solid Waste placed in containers for collection or interfere in any manner with containers for Mixed Municipal Solid Waste.

C. To burn or incinerate Mixed Municipal Solid Waste.

D. To deposit in any container any Hazardous Waste.

E. To rummage through, scavenge, remove or otherwise disturb any organic waste, garbage or items for recycling which has been placed in the containers referred to in this Section, or in any recycling container supplied or furnished by the City.

F. To construct, locate or place any Mixed Municipal Solid Waste or Recyclable Materials stand in any street, alley or other public ways.

G. Living outside the City to dispose of Mixed Municipal Solid Waste or Recyclable Materials in any dumpsters within the City.

H. To dispose of their own waste in another person's or business's dumpster.

I. To dispose of Infectious Waste.

**Section 50.03. Collection of Mixed Municipal Solid Waste.**

A. The City shall collect or may enter a contract for collection services to provide for the collection of all Mixed Municipal Solid Waste from all commercial and residential properties.

B. Storage of Refuse. Mixed Municipal Solid Waste containers shall be placed in any easily accessible location on the day of the garbage pickup as determined by the City or contracted collection service.

C. Recyclable Materials shall be transported on the street or alleys only in vehicles with leak-proof bodies of easily cleanable construction and completely covered. Vehicles shall be so operated that contents do not spill or drip upon streets or alleys or otherwise create a nuisance.

D. It is unlawful for any person to collect or dispose of Mixed Municipal Solid Waste except through the municipal collection service or the contracted collection service, except that the owner, occupant, or tenant may handle, haul, or transport their own garbage and other refuse generated by or from such premises for the purpose of disposing the same at an authorized disposal area or transfer station.

**Section 50.04. Storage of Mixed Municipal Solid Waste or Recyclable Materials.**

A. The contracted collection service will supply the City with waste and recycle containers. The City will supply these containers to its residential and commercial customers.

B. Except as otherwise provided in this Section, all Mixed Municipal Solid Waste or Recyclable Materials shall be placed and kept in containers which shall be the kind and type used for the keeping, storage and holding of Mixed Municipal Solid Waste or Recyclable Materials to prevent the Mixed Municipal Solid Waste or Recyclable Materials from being blown around or disturbed by animals.

C. All Mixed Municipal Solid Waste shall be drained of liquid so far as practical and placed into impervious bags or containers and said bags shall be closed and sealed prior to being placed in the City-supplied containers. The City-supplied containers shall, on collection days, be placed in those portions of the streets or alleyways as the City may deem necessary and proper, or upon private property pursuant to the agreement with the property owner.

D. All Recyclable Materials must be dry, loose (not bagged), non-shredded, empty, and only include items accepted for recycling as determined by the City or contracted collection service provider.

E. Any container provided by the City to any person which becomes damaged to not be fit for keeping, storage and holding of Mixed Municipal Solid Waste or Recyclable Materials shall be replaced at such person's expense, ordinary wear and tear expected.

F. Yard Waste which does not consist of Mixed Municipal Solid Waste or Recyclable Materials shall be compacted and bundled, but the size of such bundles shall not exceed three feet (3') in length and fifty (50) pounds in weight and shall only be placed alongside the City container at such times as the City may designate, pursuant to notice for collection thereof.

**Section 50.05. Disposal of Refuse.** The contracted collection service shall provide for the disposal of garbage and for a place to dispose of other refuse in a sanitary manner so as not to cause a public health nuisance, the attracting of rats and flies or other conditions detrimental to public health or comfort.

**Section 50.06. Service Charges.**

A. There is hereby imposed upon each household and business or other establishment from which Mixed Municipal Solid Waste is collected by the City a monthly charge for such service in accordance with the schedule established from time to time by resolution of the Nashwauk Public Utilities Commission.



B. When any charges remain unpaid after the due date, a penalty of 10% shall be added thereto. Receipts from service charges shall be credited to the Garbage Fund when received, from which fund expenses for the collection, transportation and disposal of garbage shall be paid.

Section 50.07. **Penalty.** Every person violates a subdivision, paragraph or provision of this Section when performing an act thereby prohibited or declared unlawful or fails to act when such failure is thereby prohibited or declared unlawful, and upon conviction thereof, shall be punished as for a petty misdemeanor. A person is guilty of a misdemeanor who violates any subdivision, paragraph or provision of this Section within five years of the first two or more prior convictions.



*City of*  
**NASHWAUK**  
**FROM TIMBER TO TACONITE**

301 Central Avenue, Nashwauk, Minnesota 55769

DATE: 4-1-2025

RE: Recommendation to hire a full-time EMT

TO: Nashwauk City Council

I am recommending the hiring of Alexia Marx as a full-time EMT. The interview committee, after interviewing Ms. Marx on March 25, 2025, determined that she would be a good fit for the ambulance service. She is a Nationally Registered EMT with a passion for EMS.

Sincerely,

April Kurtock  
City Administrator/Clerk/Treasurer

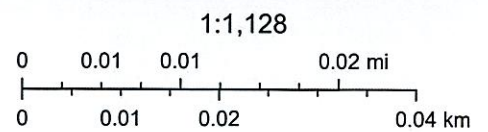
# Itasca County GIS Web Map



4/8/2025, 1:10:04 PM

 Tax Parcel

Old



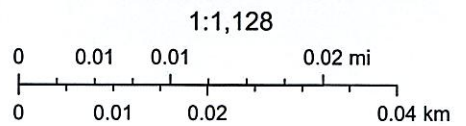
# Itasca County GIS Web Map



4/8/2025, 1:10:04 PM

 Tax Parcel

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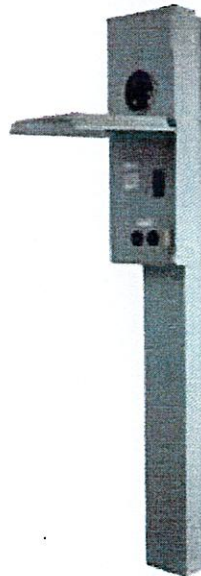
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Previous > [Midwest M675CP6010 200A Post Metered 50/30/20](#)

# Midwest M675CP6010 200A Post Metered 50/30/20



 Mouse over image to zoom, click to enlarge

**Description:**

Midwest M675CP6010 200A Post Metered  
50/30/20



**SUCCESSOR MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF NASHWAUK  
AND  
AFSCME COUNCIL 65**

This **Successor Memorandum of Understanding (MOU)** is entered into between the **City of Nashwauk** ("City") and **AFSCME Council 65** ("Union"), collectively referred to as "the Parties," regarding the bargaining unit position of **Emergency Medical Services (EMS) Coordinator**.

**1. Purpose**

The purpose of this agreement is to affirm and ensure the continuity of the collective bargaining agreement (CBA) and all associated rights, obligations, and provisions that apply to the **EMS Coordinator** position, regardless of any future changes in ownership, management, or structure of the City's EMS services.

**2. Successor Clause**

The Parties agree that this Agreement shall be **binding upon any successors or assigns of the City of Nashwauk**, and no terms, obligations, or provisions contained herein shall be affected, modified, altered, or changed in any respect whatsoever by the whole or partial sale, transfer, or assignment of the City's EMS services.

Furthermore, this Agreement shall remain in full force and effect, without modification or alteration, regardless of any change in ownership, management, restructuring, or reorganization of the City's EMS operations. The City of Nashwauk shall require any successor entity, whether public or private, to recognize and honor the existing collective bargaining agreement and the rights of AFSCME Council 65 as the exclusive bargaining representative for the EMS Coordinator position.

**3. Recognition and Continuity**

The City recognizes AFSCME Council 65 as the exclusive bargaining representative for the EMS Coordinator position. In the event of any reorganization or structural changes within the City's EMS services, the terms of the existing labor agreement shall remain in effect, and the Union shall retain all representational rights associated with the position.

**4. Duration and Enforcement**

This **Successor MOU** shall become effective immediately upon signing and shall remain in effect for the duration of the current collective bargaining agreement, including any extensions, renewals, or successor agreements.

Any disputes arising from the interpretation or enforcement of this MOU shall be subject to the grievance procedures outlined in the collective bargaining agreement between the City and AFSCME Council 65.

## **5. Signatures**

By signing below, the Parties affirm their agreement to the terms outlined in this **Successor Memorandum of Understanding**.

**For the City of Nashwauk**

---

April Kurtock  
City Administrator/Clerk/Treasurer  
City of Nashwauk  
Date: \_\_\_\_\_

**For AFSCME Council 65**

---

Tom Whiteside  
Labor Representative  
AFSCME Council 65  
Date: \_\_\_\_\_

## INTERIM AMBULANCE SERVICES MANAGEMENT AGREEMENT

THIS INTERIM AMBULANCE SERVICES MANAGEMENT AGREEMENT (the "Agreement") is made and entered into this 14<sup>th</sup> day of April, 2025 between **North Memorial Health Care, doing business as North Memorial Ambulance**, a Minnesota nonprofit corporation ("North Memorial") and the **City of Nashwauk, Minnesota** ("Nashwauk").

### RECITALS:

- A. WHEREAS, North Memorial is a health care provider that possesses the requisite experience, expertise, licenses and permits (as applicable) to legally and competently manage an ambulance service in the State of Minnesota; and
- B. WHEREAS, Nashwauk operates an ambulance service ("Nashwauk Ambulance") located in Nashwauk, Minnesota, and
- C. WHEREAS, Nashwauk desires to outsource management of its ambulance service to North Memorial on an interim basis; and
- D. WHEREAS, North Memorial desires to provide such management services in accordance with this Agreement.

NOW, THEREFORE, the parties agree as follows:

### AGREEMENT:

1. Services. North Memorial shall provide management services (the "Services") as reasonably necessary for the day-to-day operation of Nashwauk Ambulance as set forth in this Agreement. North Memorial shall abide by all federal, state and local laws, ordinances, rules, regulations and orders now in effect or hereinafter adopted which pertain to the provision of the Services under this Agreement.

2. Term and Termination. This Agreement shall be effective on April 14<sup>th</sup>, 2025 and end on July 15<sup>th</sup>, 2025. Thereafter, this Agreement may be renewed by the parties only upon review and completion of a new writing signed by the parties. Either party may terminate this Agreement with or without cause, upon at least thirty (30) days' written notice to the other party. During the notice period and following termination of this Agreement, North Memorial shall provide reasonable cooperation and necessary information concerning its performance and the provision of the Services to enable Nashwauk to continue to properly carry on the operation of its business.

3. North Memorial Personnel. North Memorial will assign a Regional Manager (the "Personnel") to provide the Services to Nashwauk for 16 hours per week. The Personnel may consist of more than one Regional Manager providing Services on a rotating basis. In addition, North Memorial ambulance management staff will be available for consultation as needed by telephone or electronically during hours the Personnel are not on site. In the event either party deems it necessary for Personnel to consistently dedicate more than the number of hours stated in this paragraph to the provision of the Services, the parties will mutually agree on the additional number of hours and compensation to be provided.

4. Qualifications. Personnel shall possess the requisite knowledge and skills to oversee the day-to-day activities of Nashwauk's operations. At a minimum, the Personnel shall be certified paramedics and have previous supervisory/management experience in an ambulance services setting.

5. Compensation. In return for the provision of the Services, Nashwauk agrees to pay to North Memorial the sum of \$4160.00 per month (the "Fee"). The Fee will be prorated for any month in which the



Services are provided for only a portion of the month. If more than eighty (80) hours is spent by Personnel in the provision of the Services in any one-month period, North Memorial reserves the right to charge an additional hourly rate of \$85.00 per hour for each additional hour. North Memorial will submit to Nashwauk an invoice for the Services by the fifteenth (15<sup>th</sup>) day of the month following the month in which the Services were provided. Nashwauk will remit payment of invoices within thirty (30) days of receipt to the address on the invoice.

6. North Memorial Obligations. The Services shall include, but are not necessarily limited to, the following:

- a. Conduct staff meetings, at least monthly or as often as deemed appropriate;
- b. Assist in selecting, hiring and mentoring an Operations Supervisor and ensure compliance with applicable policies, procedures and protocols.
- c. Ensure continued maintenance of required records and reports, including billing, payroll and statistical reports and records;
- d. Attend EMS meetings and maintain communications with related committees, councils, and agencies, both locally and statewide;
- e. Maintain an open line of communication with community organizations and attend meetings pertinent to ambulance operations;
- f. Seek assistance from other appropriate resources and delegate duties as necessary;
- g. Ensure that all equipment and vehicles are maintained in proper working condition;
- h. Ensure that adequate medical supplies are available;
- i. Conduct and coordinate current staff educational programs and assist in the development of new programs as deemed appropriate;
- j. Monitor overall ambulance operations such as response times, patient care, communications and documentation, so as to maintain compliance with state licensing laws; and
- k. Provide Medical Direction and oversight

7. Nashwauk Obligations. Nashwauk agrees to:

- a. Provide North Memorial access to all documents, equipment, personnel and operations of Nashwauk as may be necessary for North Memorial to provide the Services; and
- b. Cause its employees and staff to cooperate with the efforts of North Memorial and/or the Personnel to accomplish the obligations of North Memorial under this Agreement; and
- c. Provide on-site private office space and an internet connection for the Personnel to use while providing the Services; and
- d. Abide by all applicable federal, state and local laws, ordinances, rules, regulations and orders regarding operation of an ambulance service.

8. Operations. Nashwauk continues to be responsible for its operations, including but not limited to employment of ambulance and other non-management personnel; the purchase of medical and pharmaceutical supplies; purchase and maintenance of vehicles and equipment; provision of uniforms according to its policies; and provision of all other items associated with its operation. In addition, Nashwauk remains responsible for its billing and collection activities and North Memorial will not bill any patient or third-party payer for any Services provided under this Agreement.

9. Health Insurance Portability and Accountability Act ("HIPAA"). In performing the Services, North Memorial and the Personnel will ensure the confidentiality of the Services in compliance with state and federal law and Nashwauk policies and procedures and shall keep all information related to the provision of the Services strictly confidential. The parties shall comply with all applicable provisions of HIPAA, as amended, to ensure the protection of patient protected health information. The Personnel shall follow all the requirements of the Business Associate Agreement signed by the parties and attached to this Agreement as Exhibit A. This provision shall survive the termination of this Agreement.

10. Confidentiality. During the term of this Agreement, each party may become aware of proprietary or confidential information of the other party, including but not limited to, patient information, business practices and procedures, and pricing information. The parties will maintain all confidential information in strict confidence, will not use such information for any purpose other than as it relates to the provision of Services under this Agreement, and will not disclose such information to third parties, except with the other party's prior written consent or to the extent required by law. This provision shall survive the termination of this Agreement.

11. Insurance Coverage. Throughout the Term of this Agreement, each party shall, at its own expense, continue to maintain all appropriate liability, employment and/or umbrella or other insurance coverage to adequately cover its obligations under this Agreement.

12. Independent Contractors. The parties are at all times performing as independent contractors under this Agreement. Neither the parties, nor their employees or agents, shall be construed to be an agent, employee, or representative of the other party, except as expressly provided herein. Nothing in this Agreement shall be construed to create a joint venture, partnership, or other relationship between the parties.

13. Indemnification. North Memorial and the Personnel will act in the best interests of the Nashwauk while providing the Services under this Agreement. In that regard, Nashwauk shall defend, indemnify and hold harmless North Memorial and its officers, employees, independent contractors, subcontractors, consultants, agents and affiliates against any liability, damage, loss or cost (including reasonable attorneys' fees and other expenses) arising out of or in connection with (a) Nashwauk's breach of its covenants, obligations, representations or warranties under this Agreement, or (b) any claim brought by a third party (including a governmental or regulatory authority) which, if the allegations set forth in such third-party claim were assumed to be true, would constitute (i) negligence or misconduct by Nashwauk or its agents, or (ii) breach of one or more of Nashwauk's or its agents' obligations under any applicable law or regulation.

14. Oversight Committee. A committee comprised of representatives from North Memorial and Nashwauk shall provide administrative oversight for the provision of the Services, for example by setting goals and objectives, priorities, and addressing opportunities, problems and concerns as they arise.

15. Notice. For purposes of this Agreement, notice shall be mailed as follows, by certified mail, return receipt requested:

If to North Memorial:

If to Nashwauk:

Brent Custard  
Brent.Custard@northmemorial.com  
Director Ambulance Services  
North Memorial Ambulance  
4501 68<sup>th</sup> Ave N  
Brooklyn Center, MN 55429  
763-581-9902

16. Miscellaneous:

a. Discrimination. The parties shall comply with all federal, state, and local laws, ordinances, rules, regulations and orders now in effect or hereinafter adopted pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.

b. Government Data Practices. For purposes of this Agreement, all data collected, created, received, maintained or disseminated shall be governed by the Minnesota Government Data Practices Act and the rules implementing the Act now in force or hereafter adopted, as well as applicable federal laws. North Memorial will strictly comply with applicable provisions of these standards and rules.

c. Waiver. Neither the failure by a party in any one of more instances to insist upon the complete and total observance of performance of any term or provision hereof, nor the failure of a party to exercise any right, privilege, or remedy conferred herein shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege or remedy thereafter. In addition, no delay on the part of a party in exercising any right or remedy herein shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy preclude any further exercise thereof, or the exercise of any other right or remedy.

d. Records. Records generated by the Personnel in the course of performing duties under this Agreement shall be the property of Nashwauk and accessible to Nashwauk and the Personnel at all reasonable times. In the event that this Agreement is terminated for any reason, possession of all such records and files shall be retained by Nashwauk. North Memorial may retain such copies as necessary for legal and compliance purposes.

e. General. This Agreement together with any exhibits and future amendments or other addenda, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof, and supersedes all past and contemporaneous agreements, whether oral or written, between the parties as to the subject matter of this Agreement. This Agreement may only be amended by a writing signed by both parties. If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota. No party may assign any of its rights or obligations hereunder without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

**NORTH MEMORIAL HEALTH CARE**

**CITY OF NASHWAUK, MINNESOTA**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A - BUSINESS ASSOCIATE AGREEMENT**

EFFECTIVE DATE: April 14th, 2025 (“Effective Date”)  
PARTIES:  
Nashwauk Health System (“Covered Entity”)  
North Memorial Health Care (“Business Associate”)

**RECITALS:**

- A. Covered Entity and Business Associate have entered into one or more agreements (collectively, the “Agreement”) in which Business Associate agreed to provide certain services to Covered Entity, which services may involve Business Associate’s receipt, use, disclosure, transition, maintenance, or creation of Protected Health Information on behalf of Covered Entity.
- B. The parties desire to enter into this Business Associate Agreement (the “BAA”) to reflect their understandings and obligations with regard to Protected Health Information and their compliance with the HIPAA Rules.
- C. The provisions of this BAA are limited to Protected Health Information received, used, disclosed, or created on behalf of Covered Entity solely in Business Associate’s function as a business associate to Covered Entity. To the extent Business Associate has Protected Health Information pursuant to its position as a HIPAA covered entity, this BAA does not apply.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by and between the parties, the receipt and adequacy of which is acknowledged, the parties agree as follows:

**AGREEMENTS:  
ARTICLE 1. Definitions**

- 1.1) Catch-All Definition. Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Rules, including the following terms: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- 1.2) Specific Definitions.
  - (a) Electronic Protected Health Information. “Electronic Protected Health Information” shall mean Protected Health Information that is transmitted by or maintained in electronic media.
  - (b) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules set forth at 45 CFR Parts 160 and 164.
  - (c) Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

(d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A, D and E.

(e) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, transmitted or maintained by Business Associate on behalf of Covered Entity.

(f) Security Rule. "Security Rule" shall mean the Security Standards at 45 CFR Parts 160 and 164, Subparts A and C.

## **ARTICLE 2. Obligations and Activities of Business Associate**

2.1) Regulatory Compliance. Business Associate agrees that it shall comply with the provisions of the HIPAA Rules to the extent such regulations apply directly to Business Associate.

2.2) General. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this BAA or as Required By Law.

2.3) Safeguards. Business Associate agrees to implement and use appropriate administrative, physical and technical safeguards to prevent Use or Disclosure of Protected Health Information other than as permitted by this BAA, and to comply with the applicable provisions of 45 CFR Part 164, Subpart C with respect to Electronic Protected Health Information.

2.4) Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA including any Breach.

2.5) Reporting Disclosures and Breaches. Business Associate agrees to report to Covered Entity:

(a) any improper use or disclosure of the Protected Health Information within 10 days of discovery of such improper use or disclosure;

(b) any Security Incident of which it becomes aware, within 5 days of discovery; and

(c) any Breach within 2 days of becoming aware of the Breach. Business Associate may make the initial report orally but shall provide a full written report to Covered Entity within 5 days of providing oral notice. Each report (oral or written) shall include, to the extent available at the time of the report, a description of the breach, the Protected Health Information disclosed (including names and contact information), and a description of any remedial action(s) taken by Business Associate.

2.6) Agents and Subcontractors. Business Associate agrees to ensure that any agent, including a Subcontractor, that creates, receives, maintains, or transmits Covered Entity's Protected Health Information on behalf of Business Associate agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, including, without limitation, restrictions, conditions, and requirements regarding implementation of reasonable and appropriate safeguards to protect Electronic Protected Health Information, and to notify Business Associate of Breaches and other improper Uses or Disclosures of Protected Health Information.

2.7) Access to Protected Health Information. In the event Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of

Covered Entity, and in the time and manner determined by Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.

2.8) Amendment of Protected Health Information. In the event Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner determined by Covered Entity.

2.9) Access and Inspection. Business Associate agrees to make internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

2.10) Accounting of Disclosures. Business Associate agrees to document Disclosures of Protected Health Information and information related to such Disclosures as required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures in accordance with 45 CFR § 164.528. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, the information collected to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures in accordance with 45 CFR § 164.528.

2.11) Performance of Covered Entity Obligations. To the extent Business Associate is carrying out Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

### **ARTICLE 3. Permitted Uses and Disclosures by Business Associate**

3.1) General Use and Disclosure. Except as otherwise limited in this BAA, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such Use or Disclosure would not violate the Privacy Rule if done by Covered Entity except as permitted by this Article 3.

3.2) Minimum Necessary. Business Associate shall Use and Disclose Protected Health Information, as well as request Protected Health Information from or on behalf of Covered Entity, in accordance with the Minimum Necessary requirements of the HIPAA Rules.

3.2) Use for Business Purposes. Except as otherwise limited in this BAA, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

3.3) Disclosure for Business Purposes. Except as otherwise limited in this BAA, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate, provided that such disclosures are (a) Required By Law; or (b) Business Associate obtains reasonable assurances, prior to disclosure, from the person to whom the information will be disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.4) Data Aggregation. Except as otherwise limited in this BAA, Business Associate may Use Protected Health Information to provide Data Aggregation services related to the Health Care Operations of Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B) if so requested by Covered Entity.

3.5) De-Identification. Business Associate may de-identify any and all Protected Health Information, provided that such de-identification is performed in accordance with 45 CFR § 164.514(b), and provided that Business Associate not maintain or disclose any code or other means of record identification that would allow de-identified information to be re-identified.

#### **ARTICLE 4. Obligations of Covered Entity**

4.1) Notification to Business Associate. Covered Entity shall notify Business Associate of: (i) any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information; (ii) any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information; and (iii) any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.2) Requests. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

#### **ARTICLE 5. Term and Termination**

5.1) Term. This BAA shall be effective as of the Effective Date, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Article 5.

5.2) Termination for Cause. Upon Covered Entity's knowledge of a violation of a material term of this BAA by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the violation within the time specified by Covered Entity;

(b) Immediately terminate the Agreement if Business Associate has violated a material term of this BAA and cure is not possible; or

(c) If neither termination nor cure are feasible, report the violation to the Secretary.

5.3) Effect of Termination.

(a) Except as provided in paragraph (b) of this section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity that the Business Associate still maintains in any form. This provision shall apply to Protected Health

Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible because Business Associate must maintain the Protected Health Information for its own proper management or administration, or to carry out its legal responsibilities, Business Associate shall: (i) retain only the Protected Health Information that is necessary to continue its proper management and administration or to carry out its legal responsibilities; (ii) destroy or return to Covered Entity the remaining Protected Health Information that is still maintained in any form; (iii) continue to use appropriate safeguards to comply with the HIPAA Rules for as long as Business Associate maintains the Protected Health Information; (iv) not Use or Disclose the Protected Health Information that is retained other than for the purposes for which such Protected Health Information was retained, and subject to the same conditions set out in Sections 3.2 and 3.3; and (v) destroy or return to Covered Entity the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

**ARTICLE 6. Miscellaneous**

6.1) Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

6.2) Amendment. The Parties agree to take such action to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules.

6.3) Survival. Section 5.3 of this BAA shall survive the termination of the Agreement.

6.4) Interpretation. Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

IN WITNESS WHEREOF, the parties hereto have executed this BAA in the manner appropriate to each.

**NORTH MEMORIAL HEALTH CARE**

**NASHWAUK HEALTH SYSTEM**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_