

**NASHWAUK
PUBLIC UTILITIES
COMMISSION
REGULAR AGENDA**

p: 218-885-1210



City of
NASHWAUK
FROM TIMBER TO TACONITE

301 Central Avenue, Nashwauk, Minnesota 55769

NPUC COMMISSION

TUESDAY, SEPTEMBER 16, 2025

E. Milton Latvala

Chair

Mike Anderson

Commissioner

Mark Marinaro

Commissioner

Brian Ekholm

Commissioner

Tom Martire

Commissioner

1. CALL TO ORDER

2. ADOPTION OF AGENDA

3. APPROVAL OF MINUTES

- a. Minutes of the August 19, 2025, Nashwauk Public Utilities Commission meeting.

4. APPROVAL OF CLAIMS

5. SPECIAL ITEMS

6. OLD BUSINESS

- a. East Itasca Joint Sewer Project Update.
- b. 3rd Street Utility Project Update (2026 Project)
- c. Tracking water tower restoration (2028 planning with \$600,000 estimate project costs). Water Tower inspection report received from KLM Engineering.
- d. Updates and recommendations from Joe Peterson.

7. NEW BUSINESS

- a. Establish a water and sewer rate for the new school.
- b. Address the public water supply fee increase established by the Department of Health, which takes effect January 1, 2026, and increases the from \$9.72 annually to \$15.22.

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c. Consider the purchase a 40' storage container. Two quotes received: Tom Kraemer Inc in the amount of \$5,355 and Shipped.com in the amount of \$6,942.

8. PUBLIC COMMENT. Members of the public are welcome to address the Commission. Please provide your name, a brief description of the subject matter, and keep comments to 5 minutes.

9. ADJOURN

**City of Nashwauk
Nashwauk Public Utilities Commission
August 19, 2025**

Chairman Latvala called the meeting to order at 1:00 p.m. in the Council Chambers of Nashwauk City Hall.

Members present: Chairman Milt Latvala, Commissioner Tom Martire, Commissioner Mark Marinaro, Commissioner Ekholm, Commissioner Anderson.

Also present: John Jamnick, April Kurtock, Joe Peterson, Lance Hopke, Jason Martire.

Adoption of Agenda

*Motion by Commissioner Marinaro, seconded by Commissioner Anderson to adopt the agenda of the August 19, 2025, Nashwauk Public Utilities Commission meeting.

Ayes: all present. Motion carried.

Approval of Minutes

*Motion by Commissioner Marinaro, seconded by Commissioner Martire to approve the minutes of the July 15, 2025, Nashwauk Public Utilities Commission meeting.

Ayes: all present. Motion carried.

Approval of Claims

*Motion by Commissioner Marinaro, seconded by Commissioner Ekholm to approve the claims and file the claims register as official record.

Ayes: all present. Motion carried.

Old Business

East Itasca Joint Sewer Project Update

There was not a meeting held in August.

3rd Street Utility Project Update

John Jamnick said that applications were in and were waiting for a response from the State agencies to know funding levels. The Commission received the request from the City Council regarding wanting the 3rd Street project to move forward. It is easy to want the project to move forward, but funding is necessary before it can be bid. It is on hold until funding is in place. It is an active utility project that the NPUC is consistently working on. Requests have been submitted to be included on the 2026 IUP.

Water Tower Restoration

The Commission decided to wait until the 2024 audit was completed, which would then be submitted to Financial Consultant Mike Bubany to update the projects and receive rate recommendations.

Joe Peterson Updates

*Motion by Commissioner Martire, seconded by Commissioner Martire to approve the quote from Border States in the amount of \$6,342.57 for a primary pedestal.

Ayes: all present. Motion carried.

Commissioner Marinaro asked about the transformer disconnect invoice and if it could be invoiced to the school for those costs. Peterson agreed that it could be invoiced.

Peterson shared an update regarding electrical projects going on at Mesabi Metallica. They have an aggressive timeframe.

Peterson shared information about a grant application through the EDA with the help of ARDC and MMUA. He will apply for a \$5 million project. The grant allows for 80% of project costs.

New Business

Lance Hopke said that the Street Department's garage is getting full and needs space for electrical parts, transformers, wire. Commissioner Marinaro requested a quote for the next meeting.

Commissioner Marinaro questioned about the power outage if there was a second way for Nashwauk to be fed. There were multiple outages across the Range, so Minnesota Power was stretched for staffing for response.

Commissioner Anderson asked about the electrical pole at the south end of town where there was a fire on the pole and a power outage. It was a Minnesota Power pole. He said the pole next to it doesn't look so healthy. He wanted to know if the pole could be flagged to Minnesota Power. Joe Peterson said he would look at it.

Jason Martire said that the pumps have been installed in the pump house. Automatic Systems needs to have a rep come to install some software.

Adjourn

*Motion by Commissioner Martire, seconded by Commissioner Ekholm to adjourn at 1:40 p.m.

Ayes: all present. Motion carried.

Secretary

April Kurtock

From: McCloskey, Anna (Smith) <Anna_McCloskey@smith.senate.gov>
Sent: Thursday, August 21, 2025 9:17 AM
To: McCloskey, Anna (Smith)
Cc: Johnson Korba, Amy (Smith)
Subject: RE: FY26 Congressionally Directed Spending - Interior Subcommittee
Attachments: FY26 PRELIMINARY CDS.xlsx

Hello,

I am writing to share that the Senate and House Appropriations Committees have published their lists of selected Congressionally Directed Spending projects, and yours was selected to move forward. Congratulations! The attached document has the committee-approved amount, which could decrease before a bill is passed into law but will not increase.

Both committees have approved these lists and referred them to the larger chamber for consideration. This puts your project in a strong position going forward. However, the process from here could go in many different directions and we can't say if or when the bill may become law. As a reminder, CDS funding is not considered final until Congress passes a bill that includes the project and the President signs it into law. Last year, the Republican Continuing Resolution stripped out all CDS awards, which we very much hope will not be repeated this year.

As a reminder, due to newly imposed caps on the number of projects that each Senator could submit, Senators Smith and Klobuchar worked together to submit as many projects as possible for Minnesota. Even though projects may be listed with only one Senator's name, both are working to support all projects in this subcommittee.

I will continue to keep you updated, and please feel free to reach out to me or anyone from our Outreach Team in Minnesota with questions.

Thanks,

Anna McCloskey
Senior Policy Advisor for Appropriations
Office of Senator Tina Smith

From: McCloskey, Anna (Smith)
Sent: Thursday, June 5, 2025 2:23 PM
To: McCloskey, Anna (Smith) <Anna_McCloskey@smith.senate.gov>
Cc: Johnson Korba, Amy (Smith) <amy@smith.senate.gov>
Subject: FY26 Congressionally Directed Spending - Interior Subcommittee

Hello,

April Kurtock

From: Spending, Congressional (Klobuchar)
<Congressional_Spending@klobuchar.senate.gov>
Sent: Thursday, August 21, 2025 9:19 AM
To: April Kurtock
Subject: Congressionally Directed Spending Update

Dear April Kurtock

I am writing to provide an update on your Fiscal Year 2026 congressionally directed spending (CDS) request, City of Nashwauk for Water Infrastructure Improvement Project.

The Senate and House Appropriations Committees have published their lists of selected projects. Your request for funding for this project, which Senator Klobuchar submitted to the Senate Appropriations Committee, advanced to the next stage of consideration. The draft legislation reported by the House Appropriations Committee included \$1,061,000 in funding for the project. Congratulations!

The legislation, including funding for your project, will then be voted on by the full House. Please note that inclusion in the Appropriations Bill Language does not guarantee funding will be awarded. For projects to be awarded, they must be included in the final Appropriations bill passed by both the House and the Senate and signed by the President.

As a reminder, due to newly imposed caps on the number of projects that each Senator could submit, Senators Klobuchar and Smith worked together to submit as many projects as possible for Minnesota. Even though projects may be listed with only one Senator's name, both are working to support all projects.

The congressionally directed spending process is competitive. Our office aims to assist constituents in navigating the process. If you have any questions or concerns, please don't hesitate to contact me.

Sincerely,

Erika Nelson
State Director
Office of Senator Amy Klobuchar

Safe Drinking Water Fee

Also known as the public water supply fee

When customers receive their water bill from their water supplier, they may notice that one of the items in the list of charges is "water testing fee" or "state test fee." This fee is called the safe drinking water fee. It is also known as the service connection fee.

The fee helps ensure that all public water systems get the support needed to provide safe drinking water everywhere in Minnesota.

The 2025 Minnesota State Legislature passed a bill raising the safe drinking water fee from \$9.72 to \$15.22 per water service connection, effective January 1, 2026. This fee increase reduces the state's reliance on federal infrastructure funds, making more dollars available for local drinking water infrastructure projects.

How the fee protects drinking water statewide

The fee funds Minnesota Department of Health's (MDH) regulatory and technical assistance services for public drinking water systems. Our staff across the state build relationships with drinking water operators that result in extensive knowledge, trust, and a willingness to take action to prevent a violation of the safe drinking water standards. This cost-effective assistance results in over 97% compliance with federal Safe Drinking Water Act (SDWA) standards year after year.

Annually, \$22 million is collected through the fee. About \$3 million is spent on lab costs for drinking water tests. Much of the rest is used to support staff who conduct inspections, collect and analyze required water samples, and provide technical assistance, training, and support to enhance water systems' capacity to meet SDWA requirements. For past budgetary information, visit [How the Safe Drinking Water Fee Supports Drinking Water Protection Efforts \(PDF\)](http://www.health.state.mn.us/communities/environment/water/docs/fee.pdf), [LINK http://www.health.state.mn.us/communities/environment/water/docs/fee.pdf](http://www.health.state.mn.us/communities/environment/water/docs/fee.pdf).

MDH services are especially helpful to small, rural water systems, which have more difficulty meeting water standards. Because of smaller customer bases, these systems have fewer resources for testing, investigations, and physical improvements.

This work helps ensure that everyone, everywhere in Minnesota has access to safe and sufficient drinking water.

Investing in technical support for drinking water safety

The safe drinking water fee increase will go into effect on January 1, 2026. It accounts for several changes since the last fee increase in 2019:

- Significant inflationary pressures.
- Increased lab costs for drinking water testing.
- Projected and potential deep reductions in federal funding.
- Numerous SDWA changes that have occurred and are on the horizon.
- Need for drinking water data system updates and improvements.

While federal funding from the Infrastructure Investment and Jobs Act (IIJA) has enabled increased capacity and technical support to be provided to public water systems, this funding is set to expire. The fee increase provides stability to maintain the current level of support to water systems during a time of uncertain federal funding. Reducing MDH program dependence on IIJA for technical support will make more funding available for local drinking water infrastructure.

The fee increase also supports existing staff that were hired to meet increased expectations and expansions of SDWA requirements for drinking water. These include regulation of per- and polyfluoroalkyl substances (PFAS), cybersecurity requirements, enhanced lead and copper regulations, increased consumer reporting, increased

regulation of microbial and disinfection by products, and increased oversight of public water system operation and maintenance. The staff will continue to administer new federal rules, to conduct sampling and inspections at public water systems, and provide technical assistance, particularly to smaller systems that have fewer resources.

How the fee is collected

Each community water supply owned or operated by a city, town or water user district tells MDH the number of service connections they serve. MDH generates a quarterly invoice for that number of connections (Laws of Minnesota 1992, Chapter 513, Article 6, Section 2). The water system collects the fee from each connection served and passes the funds on to MDH.

The amount on a particular customer's bill depends on whether the water supplier divides the fee out by month, quarter, or charges it all at once. MDH recognizes that \$15.22 is not divisible by 12 equal monthly payments or 4 equal quarterly payments. For utilities that bill monthly or quarterly, this may result in varying amounts on bills, and we apologize for any additional administrative work this may create.

History of the fee

MDH ensures that public water systems meet the requirements of the federal SDWA. In 1986, the SDWA required testing for 23 drinking water contaminants. By 1992, this number had increased to 83. There were no federal funds available to help with the increased costs for this additional testing. To help cover the new costs, the 1992 Minnesota Legislature authorized MDH to assess a fee to community water systems. The fee was \$5.21 per year per connection.

Over time, the number of tested contaminants increased to 118. They now include microbes, lead, pesticides, industrial chemicals, heavy metals, and radionuclides. To account for these additions, the fee per service connection was increased to \$6.36 in 2005.

Between 2005 and 2019, costs increased 28% due to inflation alone. Minnesota also faced added costs from addressing new threats to drinking water, like pharmaceuticals and harmful algal blooms. To address these costs, the Minnesota Legislature increased the fee to \$9.72 in 2019. This increase went into effect January 1, 2020 (Minnesota Statutes 2019, Chapter 144, 144.3831).

Last Updated: 07/03/2025

$$\$ 15.22 \div 12 = \$ 1.2683$$



PURCHASE QUOTE

Rep: Randy Feehan
 Phone: 218-389-3499
 Mobile:
 Email: randy@tomkraemerinc.com

Date: September 11, 2025
 Customer: City of Naswauk
 Address:

Attention:
 Job:
 Phone:
 Email:

CONTAINER INFORMATION

QTY	SIZE	CONDITION	ITEM	BASE	TOTAL
1	40'	New/One-Trip	High Cube Height (9' 6") Double Door Storage Container (Doors on Both Ends)	\$ 4,950.00	\$ 4,950.00

DELIVERY, ACCESSORIES, AND MODIFICATION INFORMATION

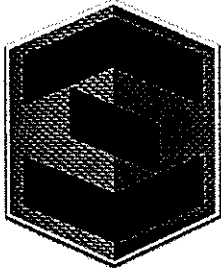
QTY	ITEM	BASE	TOTAL
1	Estimated Delivery	\$ 405.00	\$ 405.00
	Enter your notes here ...		

TERMS & CONDITIONS

- The TKI Difference: NO LEAKS Guaranteed | IN-HOUSE Trucking | YOU Can Pick Your Container | NO PREPAYMENT Required
- Site must be clear of obstructions with firm ground. A straight clearance of 120' is required for a 40' container and 60' for a 20' container
- Delivery fee includes 30 minutes onsite for 20' containers and 45 minutes for 40' containers; additional time is \$125 per hour
- Quotes are valid for 10 days and all units are sold on a first come, first serve basis
- Pricing is subject to state sales tax

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www.TomKraemerinc.com





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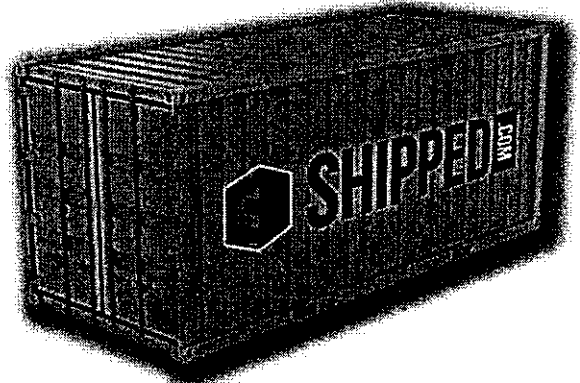
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Iron Range Engineering And Consulting Services, PLLC
 Joe Peterson
 TBD
 Nashwauk, MN 55769 USA

(218) 996-5301
 jpeterson@ireacs.com

INVOICE 8099814

Thursday, September 11th, 2025



Items	Amount
1 x 40' HC Double Doors HC Double Doors NEW (One-Trip) Shipping Container	\$5477
Professional Tilt-Bed Tractor Trailer Ground Delivery To 55769	\$1465
Terminal Fees, Lift On fees, Depot Gate-Out, Port Charges, Etc.	All Included

Total: \$6,942 USD

- **ONLINE SHOPPING CART CHECKOUT:** <https://shipped.com/cart/8099814/5d0dafd>
- **CASH BANK DEPOSIT:** Deposit at any Chase Bank branch to the account of: Shipped.com, account number: 502010603. Please text or email a picture of the deposit slip to your sales manager.
- **ACH (ELECTRONIC FUND TRANSFER):** Chase Bank routing number: 322271627, Account holder: Shipped.com, Account number: 502010603. (Prefer us to debit you? Use our online checkout)
- **WIRE TRANSFER (DOMESTIC USA):** Chase Bank, 10430 Highland Manor Dr, Tampa, FL 33610., ABA/Routing Number: 322271627., Account: Shipped.com, Account Number: 502010603.
- **WIRE (GLOBAL):** DBS Bank, 12 Marina Blvd, MBFC Tower 3, Singapore 018982., SWIFT/BIC Code: DBSSSGSG, Account: Shipped.com Corporation, Account Number: 0048-0069-6112-8022
- **CRYPTO:** Bitcoin, Ethereum and many more. Use our online checkout above please.
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No oral agreement, guaranty, promise, condition, representation or warranty made to Purchaser by Seller its employees and/or agents with respect to the Equipment shall be binding upon Seller; all prior conversations, agreements or representations related thereto and/or to the Equipment are integrated herein, and no modification hereof shall be binding upon Seller unless in writing and signed by an authorized representative of Seller.

Purchaser agrees to assume exclusive liability for and to pay, indemnify and hold Seller harmless from all sales or use taxes, transfer, title and registration fees, Value Added Taxes (VAT), Goods and Services Taxes (GST), Consumption Taxes, domestication, personal property taxes or other taxes, tolls, levies, imposts, customs duties or governmental charges imposed by any jurisdiction, country or any subdivision or authority in connection with the sale, transfer, use, delivery, importation, domestication, and/or re-exportation of the Equipment and all interest, penalties or similar liabilities related thereto (collectively, "Taxes"). All prices, fees and other charges payable hereunder, shall not include any Taxes and any Taxes shall be paid by Purchaser in addition thereto. Where applicable in any jurisdiction, Seller and Purchaser agree that any GST or VAT due on the sale and transfer of the Equipment is to be self-assessed and remitted by the Purchaser under the reverse charge mechanism. In such case Purchaser shall communicate to Seller its GST or VAT identification number. Equipment may be subject to customs control under temporary admission arrangements.

Purchaser shall assume and comply with all applicable legal, tax and customs requirements in connection with the sale, transfer, use, importation, domestication and/or re-exportation of the Equipment, including filing any customs documentation and informing any taxing authority on the movements of the Equipment. Purchaser shall provide Seller upon request with documentation evidencing compliance with those legal, tax and customs requirements and payment of any Taxes. Purchaser shall promptly pay or reimburse Seller for all costs and damages related to any liability incurred by Seller a result of Purchaser's non-compliance or delay with its responsibilities herein.

Seller offers online tracking for all purchases at its website <https://shipped.com/tracking>. The tracking information provided is provided directly by Seller and also in part by third party sources. All information is deemed reliable but not guaranteed to be accurate. Purchaser acknowledges that the Equipment may be inbound via ship, train or truck with limited or no tracking or updates available. Transportation delays and logistical challenges render any delivery dates given to Purchaser or provided through our website tracking page as non-guaranteed estimates only. While every effort will be made to expedite delivery of Equipment to the Purchaser, Equipment is solely guaranteed to reach the depot/port/destination within 180 days of payment in full. All sales are final, non-refundable and non-returnable.

Unless otherwise indicated herein, all payments due to Seller shall be payable in United States Dollars and shall be paid to Seller immediately upon receipt of this invoice, at the address for Seller shown herein. In the event this invoice is not paid when due, Seller may, without prejudice to any other remedy it may have, charge, as additional rental, a service charge at the rate of the lesser of eighteen (18) percent per annum or the maximum amount permitted by applicable law, until the balance is paid in full. Further, should full payment not be made, Purchaser shall be fully liable for reasonable damages as provided by law, and for all costs and expenses incurred by Seller on account of such nonpayment including all costs of recovering equipment, legal costs and reasonable attorney's fees. After payment is received in full, Purchaser shall remove all markings and lettering pertaining to Seller and its ownership of the Equipment. Seller reserves a purchase money security interest in the Equipment sold herein, as well as the right to file any documentation to perfect such interest in any jurisdiction. Buyer agrees to comply with any reasonable request of Seller to perfect such interest. This contract, and all the rights and obligations of the parties hereto, shall be governed by, construed in accordance with, the laws of Singapore.

Purchaser's payment of this invoice or acceptance of any Equipment sold hereunder shall constitute acceptance of the terms and conditions.