

**AGENDA**  
**CITY COUNCIL MEETING**  
**April 10, 2013**  
**4:30 P.M.**

A. Call to Order

B. Roll Call

C. Open Forum

*The public is invited to speak at this time. Open Forum is limited to one half-hour. No person may speak more than five (5) minutes or more than once. Each subject will have a limit of ten (10) minutes. Council members may ask questions of the speaker. With the agreement of the Council, such matters taken up during the open forum may be scheduled on the current agenda or a future agenda.*

D. Approve Consent Agenda

1. Approve Agenda
2. Approve Meeting Minutes
3. Approve Payment of Bills

E. Historical Society Letter of Support Request

F. Car Show Street use Permit

G. American Legion Sunday Liquor Request

H. Active Living Grant Budget and City Match

I. Planning Commission Report

-Sydney's Variance Request, Resolution 2013-04

-Superior Ziplines Variance Request, Resolution 2013-05

-Superior Ziplines Conditional Use Permit Request, Resolution 2013-06

-Request to use City Site for Temporary Storage of Blast Rock

J. MnWARN Mutual Aid Agreement

K. Other items as necessary

L. Council & Staff Reports

M. Attached correspondence:

1. Other Meeting Minutes
2. Upcoming Meeting Schedule

N. Adjourn

REMINDER—Biomass Report with PUC at 3:00 p.m.

*CITY OF GRAND MARAIS  
MINUTES  
March 27, 2013*

Mayor Carlson called the meeting to order at 4:30 p.m.

Members present: Larry Carlson, Tim Kennedy, Bob Spry, and Bill Lenz,

Members absent: Jan Sivertson

Staff present: Mike Roth, Kim Dunsmoor and Chris Hood

Mayor Carlson invited the public to speak during a period of open forum. Open Forum is limited to one half-hour. No person may speak more than 5 minutes or more than once. No one spoke.

**Motion by Spry, seconded by Kennedy to approve the Agenda; March 13, 2013, Minutes; Payment of Bills; and Fireworks Display Permit for the 4<sup>th</sup> of July and Fishermen's Picnic. Approved unanimously.**

Paula Sundet, Higher Education, is planning to do some renovations for energy efficiency, maintenance and repair that would require a right-of-way encroachment of approximately 6 inches. To allow this encroachment, we would need a license agreement similar to those granted for the Coop and Market.

**Motion by Kennedy, seconded by Lenz to request the City Attorney prepare a license agreement for Higher Education to allow the right-of-way encroachment. Approved unanimously.**

Warren Anderson, Chair of Cook County Council on Aging, addressed the council regarding a proposed project to move the Thrift Store next to the Senior Center. The executive board decided this morning to move ahead with a lease with the Cobblestone Building, so the proposed building project is no longer being considered in the immediate future. Parking and traffic flow is an issue by the Senior Center. Vehicles are driving too fast through the Senior Center entrance. They are also requesting a designated Bus Parking Area in front of the Senior Center on Broadway Monday – Friday 8:00 – 4:00. One suggestion to eliminate the traffic problem is to close the Senior Center Entrance by extending the sidewalk across the traffic lanes. A meeting will be scheduled with the Senior Center representatives and City Council representatives to discuss what can be done.

Kristen DeArruda Wharton, Active Living Coordinator, gave an overview of the progress of the Active Living Steering Committee. There is a 13 minute video of the Active Living Summit that was held in November on the Sawtooth Mountain Clinic website. The top messages received from public comments was to have a policy at the city and county level that lays out a common concept of active living and Highway 61 really needs work to be safe. The committee is currently working on a Grant through Blue Cross Blue Shield to work on an Active Living Policy and Design. She is requesting a formal letter of support and commitment to public input and design work with the city's engineer.

**Motion by Lenz, seconded by Spry to approve a letter of commitment for the Active Living For All Grant. Approved unanimously.**

Councilor Kennedy's Report:

- 1) Was contacted by a person requesting a letter of support for proposing a specific study on climate in our area. The study would focus on weather impacts to tourism, water levels, boreal forest changes, and wildlife. How do we plan for these changes? The letter of support would not include a financial commitment.

**Motion by Kennedy, seconded by Lenz to direct City Administrator Roth to provide a letter of support for the grant application. Approved unanimously.**

- 2) There will be a special meeting of the Public Utilities Commission tomorrow regarding CCLEP and the Biomass Committee requesting that the PUC enter into a grant application for additional engineering for the cost of installation, piping, rock excavation, etc. Step 1 of the study has been completed that shows 18 users would demand enough energy to construct a system under certain terms and conditions. When Step 2 is completed, we will be able to determine whether or not we want to do the project. Right now there is not enough information to decide if it would be self-sustaining. The PUC will look at the 1<sup>st</sup> Phase on April 10<sup>th</sup> at 3:00 p.m. The meeting is open to the public.

There being no further business, the meeting adjourned at 5:48 p.m.

## CityHall

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**From:** Cook County Historical Society [history@boreal.org]  
**Sent:** Thursday, April 04, 2013 3:57 PM  
**To:** cityhall@boreal.org  
**Subject:** request for letter of support

Hello City Council Members-

I am writing on behalf of the Cook County Historical Society to request a letter of support for the County and Society's partnership application for grant funds to purchase and stabilize the Bally Blacksmith Shop property in Grand Marais. We are applying to the Minnesota Historical Society for Historic and Cultural Heritage/Legacy funding.

Thank you,  
Carrie

Carrie McHugh, Museum Director  
Cook County Historical Society  
P.O. Box 1293  
Grand Marais, MN 55604  
218-387-2883  
[history@boreal.org](mailto:history@boreal.org)  
[www.cookcountyhistory.org](http://www.cookcountyhistory.org)

APPLICATION FOR USE OF STREET AND SIDEWALKS

CHECK ONE:

Benches \_\_\_\_\_ Flowers \_\_\_\_\_ Community Event X

Miscellaneous \_\_\_\_\_ Describe: Annual Car Show

Name and address of applicant or organization, charitable, veterans, community or non-profit group:

Chamber / GMATA / CCEVB Annual Car Show  
POB 805  
Grand Marais Mn 55604

Contact Person: Bev Wolke Phone Number: 370-8904

Description of request or event:

- Annual car show on Wisconsin St.
- Music in the Park
- Girl Scout Booth

Date of Event: June 15, 2013 Length of Event: 10-2 viewing  
7am - 2pm

Time of Event: 7am close Wisconsin St. 10-2 viewing

Location of Event: Wisconsin St.

Assistance requested of the City or PUC:  
Closing of streets by 7am / Porta Pothis / Electricity

Barbara P. Wolke 3-7-13  
Signature Date

Approve: \_\_\_\_\_ Not Approved: \_\_\_\_\_  
Fee: Paid \_\_\_\_\_ Waived \_\_\_\_\_  
Insurance (\$500,000): Proof naming City as additional insured \_\_\_\_\_  
Waived in whole \_\_\_\_\_ Waived in part \_\_\_\_\_  
Additional anticipated costs or expenses to City or PUC \_\_\_\_\_

Additional Council restrictions \_\_\_\_\_

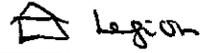
Blocked behind Java driveway

Blocked

Java MOOSE

Blocked behind DA parking area

Blocked



Wisconsin Street

Removable Blockage



Blocked

Broadway

March 23, 2013

To: Grand Marais City Council

From: American Legion Post # 413  
P.O. Box 721  
Grand Marais, Minnesota 55604

On behalf of the American Legion Post # 413, I am submitting a request for a Club On-Sale Sunday Liquor License to be effective immediately, pending approval.

Enclosed is a check in the amount of \$200.00 to assume the cost of the license.

Please contact me if you have any questions. I can be reached at (218) 387-2974 or (218) 370-9476.

Thank you.

A handwritten signature in black ink, appearing to read "Laura Powell-Marxen", is written over a horizontal line. The signature is stylized and cursive.

Laura Powell-Marxen

# City of Grand Marais

## MEMO

TO: Mayor Carlson  
City Council Members  
FROM: Michael J. Roth, City Administrator  
DATE: March 22, 2013  
SUBJECT: Active Living For All Budget and City Match

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At your last meeting you approved a letter of commitment outlining the City's participation in the Active living For All grant being prepared by the Active Living Steering committee and the Sawtooth Mountain Clinic. Our commitment was to participate fully in the preparation of an active living policy and in the public planning process for Highway 61 improvements. At that time we did not indicate any financial match from the City other than staff time in-kind.

The planning process for Highway 61 improvements is a Council priority capital item. Although we have not prepared a budget for this project, we do have \$75,000 in the 2013 budget to use towards the implementation of Council priorities. So far we have committed \$11,000 towards the planning for the Public Works garage. The Active Living For all grant application will be strengthened by the City committing to pay for a portion of the Highway 61 planning. We have included a budget of \$50,000 for this item in the grant, which is more than enough to cover a draft plan prepared by LHB, the City's engineer. I think a match of \$15,000 towards this item is in line with a minimum of what we would have to spend to conduct a planning process. By including this amount as match, we may leverage additional funds to support this Council priority.

# City of Grand Marais

## MEMO

TO: Mayor Carlson  
City Council  
FROM: Michael J Roth, City Administrator  
DATE: April 5, 2013  
SUBJECT: Sydney's Custard Variance Request

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**Request:** Bruce Block, Sydney's, is requesting a variance to construct an addition to his commercial structure within the required 40' setback from the vegetation line of Lake Superior on his property zoned DW. This is a modified version of a variance granted in 2004, extending 1' closer to the vegetation line.

**Location of Property:** The property is legally described as the South 40' of the North 134' of Govt. Lot 4, Section 21, T61 N, R 1E.

**Condition of Property:** This commercial lot has a single story restaurant with rooftop and patio seating, and a separate structure with a wood fired oven. The building was constructed with a variance because of its proximity to the vegetation line of Lake Superior. The property to the South is a single family home with a concrete breakwall. To the North is a commercial office building also constructed within the vegetation line setback due to the lack of a breakwall.

### **Public Hearing**

A public hearing was held April 3, 2013. Commissioners Beckwith, Bolstad, Greenwood, Kennedy, and Miller were present. Bruce and Pam Block presented the request. No members of the public were present to comment.

### **Commission Discussion and Findings:**

The commission asked why the change was necessary from the original variance request. Block indicated the curved wall allowed for the minimum indoor seating required for a beer and wine license. An indoor restroom will also be expanded and opened to customers. The commission recognized that the variance was necessary only due to the lack of a breakwall, and that other adjacent buildings were closer to the lake. The commission asked if there had ever been any wave action reaching the building. Block

explained that they had storm surge of a few inches of water inside the building. The construction of the addition will have a foundation wall shaped like a breakwall. The Commission adopted the following findings:

1. **The variance is in harmony with the purpose and intent of the ordinance.**  
A restaurant with indoor is consistent with the purpose and intent of the ordinance to promote a mix of shops that serve year round, seasonal and visitor population.
2. **The variance is consistent with the comprehensive plan.**  
The proposed building has no adverse impacts, will be in harmony with the unique natural environment, and provides commercial facilities which meet needs of residents and visitors.
3. **The proposal seeks to use the property in a reasonable manner not permitted by the zoning ordinance.**  
The building design addresses the need for protection from the lake.
4. **The plight of the landowner is due to circumstances unique to the property not created by the landowner.**  
The lack of a breakwall on this property creates the need for a variance from the shoreline setback.
5. **The variance, if granted, will not alter the essential character of the locality.**  
The building will not be closer to the lake than some neighboring structures.

The commission recommended approving the variance request by a 5-0 vote.

CITY OF GRAND MARAIS, MINNESOTA  
CITY COUNCIL RESOLUTION 2013-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND MARAIS,  
MINNESOTA APPROVING THE REQUEST FOR A VARIANCE FOR SYDNEY'S  
CUSTARD SHOP

WHEREAS, the applicant, Sydney's Custard Shop, seeks a Variance to construct an addition to their commercial structure within the required 40' setback from the vegetation line of Lake Superior on his property zoned DW; and,

WHEREAS, the Planning Commission conducted a public hearing on April 3, 2013, and received public testimony regarding the proposed Variance; and

WHEREAS, all required notices regarding the public hearing were properly made; and

WHEREAS, the Planning Commission has reviewed the request and recommended approval of the Variance: and

WHEREAS, the City Council reviewed the requested Variance and Planning Commission recommendation at its meeting of April 10, 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND MARAIS, MINNESOTA, that it adopts the following findings of fact related to the requested Variance:

Criteria #1     **The variance is in harmony with the purpose and intent of the ordinance.**

Finding #1     A restaurant with indoor is consistent with the purpose and intent of the ordinance to promote a mix of shops that serve year round, seasonal and visitor population.

Criteria #2     **The variance is consistent with the comprehensive plan.**

Finding #2     The proposed building has no adverse impacts, will be in harmony with the unique natural environment, and provides commercial facilities which meet needs of residents and visitors.

Criteria #3     **The proposal seeks to use the property in a reasonable manner not permitted by the zoning ordinance.**

Finding #3     The building design addresses the need for protection from the lake.

Criteria #4     **The plight of the landowner is due to circumstances unique to the property not created by the landowner**

Finding #4 The lack of a breakwall on this property creates the need for a variance from the shoreline setback.

Criteria #5 **The variance, if granted, will not alter the essential character of the locality.**

Finding #5 The building will not be closer to the lake than some neighboring structures.

BE IT FURTHER RESOLVED that the Variance to allow an addition to their commercial structure within the required 40' setback from the vegetation line of Lake Superior is hereby approved.

Passed by the City Council of the City of Grand Marais, Minnesota this 10<sup>th</sup> day of April, 2013.

(SEAL)

\_\_\_\_\_  
Mayor Laurence Carlson

ATTEST:

\_\_\_\_\_  
Michael J. Roth  
City Administrator

Exhibit A

LEGAL DESCRIPTION:

The South 40' of the North 134' of Govt. Lot 4, Section 21, T61 N, R 1E.

**Relevant Zoning Purpose Statement:**

19.06.10                      DW    CORE DOWNTOWN WATERFRONT DISTRICT

**Subdivision 1. Purpose**

The Core Downtown Waterfront district is intended to promote a mix of shops, restaurants and professional services that serve both the year round and seasonal or visitor populations. The emphasis in this district is on commercial services as a primary function, where residential uses can fit as a secondary function and can add to the liveliness and viability of the downtown. There is an emphasis on creating an attractive pedestrian environment that makes the Core Downtown and Waterfront of the City a destination in and of itself. New uses in this district should not detract from other existing uses.

**Relevant Comprehensive Plan Section:**

**GOALS AND POLICIES**

**Goal**

To create a framework for public and private decision making affecting the City of Grand Marais that:

1. Protects and enhances the natural resources of Grand Marais.
2. Provide economic opportunity for residents.
3. Respect the needs and desires of residents.
4. Provide for a full mix of land uses without adverse impact.
5. Recognizes the recreational and aesthetic value of the area to residents and visitors.
6. Ensures consistency of actions.

**COMMERCIAL AREAS**

**Goals**

1. To provide commercial facilities which meet needs of residents and visitors.
2. To provide commercial growth opportunities.
3. To ensure that new commercial activities are developed in harmony with the unique natural environment of Grand Marais and the North Shore.
4. To Provide for commercial development that reflects the quality "northwoods" environment.
5. To provide for commercial development that will create all season tourist activities.

## Policies

2. Encourage development of entertainment and indoor activities for tourists and residents to make Grand Marais a four season tourist area.
5. Commercial development should be compatible with surrounding uses, natural topography, vegetation and shoreland environment.
6. Full utilization of developed commercial areas should be encouraged before expansion into undeveloped areas is allowed.
7. Development in shoreland areas should be limited to water dependent or water oriented commercial activities.
8. Public access to waterfront should be encouraged. Commercial facilities should be designed to permit pedestrians waterfront access and activities.

pd.  
200<sup>00</sup>



# City of Grand Marais

## Application for Variance

Name of Applicant:	Bruce Block
Mailing Address:	1105 East 5th St. G.M. 55004
Property Address:	14 South Broad way
Legal Description:	S 40' - of N 134' of govt. Lot 4, sec 21-61-1

Applicant is:  Lessee  Owner  Buyer  Agent  Other (explain)

Current use of property:	Restaurant
Intended use of property:	Restaurant
Use and Character of surrounding property:	Commercial zoning, Hotel, Food service
Section of Ordinance from which variance is requested:	Shoreline setback
Brief summary of why a variance is required: <small>(For setback variances attach a site map prepared by a qualified plat mapper or surveyor)</small>	to allow viable commercial activity on the property in a way consistent with zoning designation

A variance may be granted where the strict enforcement of the City zoning controls will result in practical difficulties, determined by each of the following five criteria. Summarize the facts as to your property in regards to each of the five factors, using additional sheets as necessary.

1. Facts showing the variance is in harmony with the purpose and intent of the ordinance:

See Attached

2. Facts showing the variance is consistent with the comprehensive plan:

3. Facts showing the proposal seeks to use the property in a reasonable manner not permitted by the zoning ordinance:

See Attached

4. Facts showing the plight of the landowner is due to circumstances unique to the property and not created by the landowner:

See Attached

5. Facts showing the variance, if granted, will not alter the essential character of the locality:

See Attached

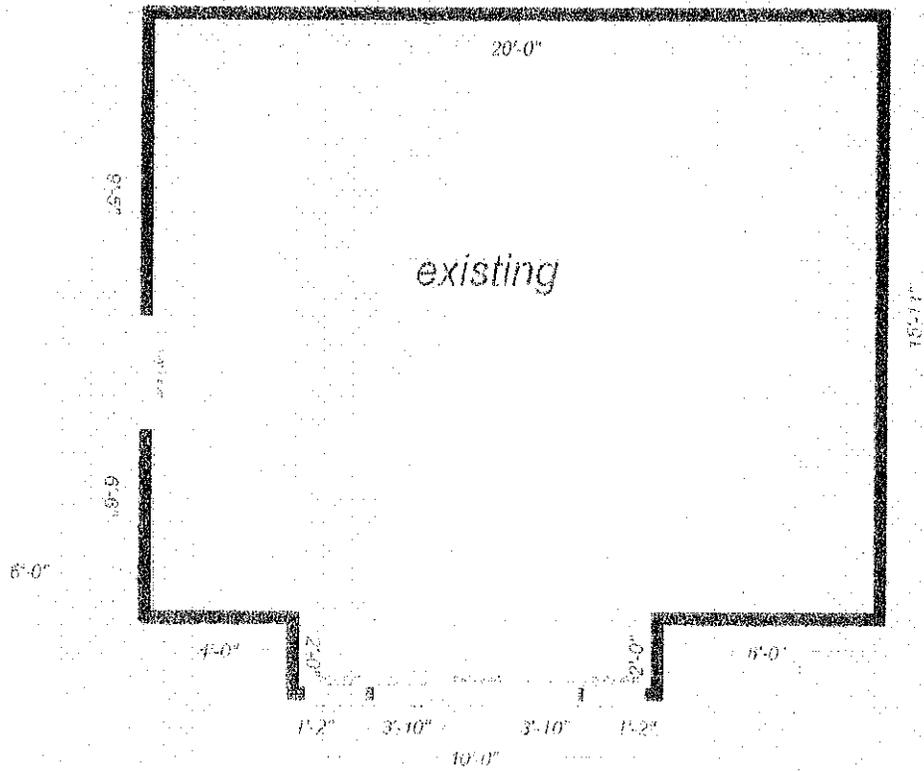
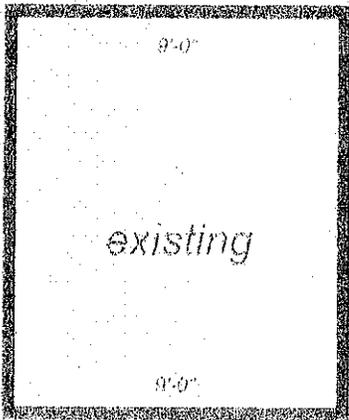
Dated:	Applicant(s) signature(s): <i>R. Block</i>
	_____ Owner (if other than applicant) _____ Owner (if other than applicant)

*This application will be processed only if it is fully completed and is accompanied by a site sketch and the proper fees.*

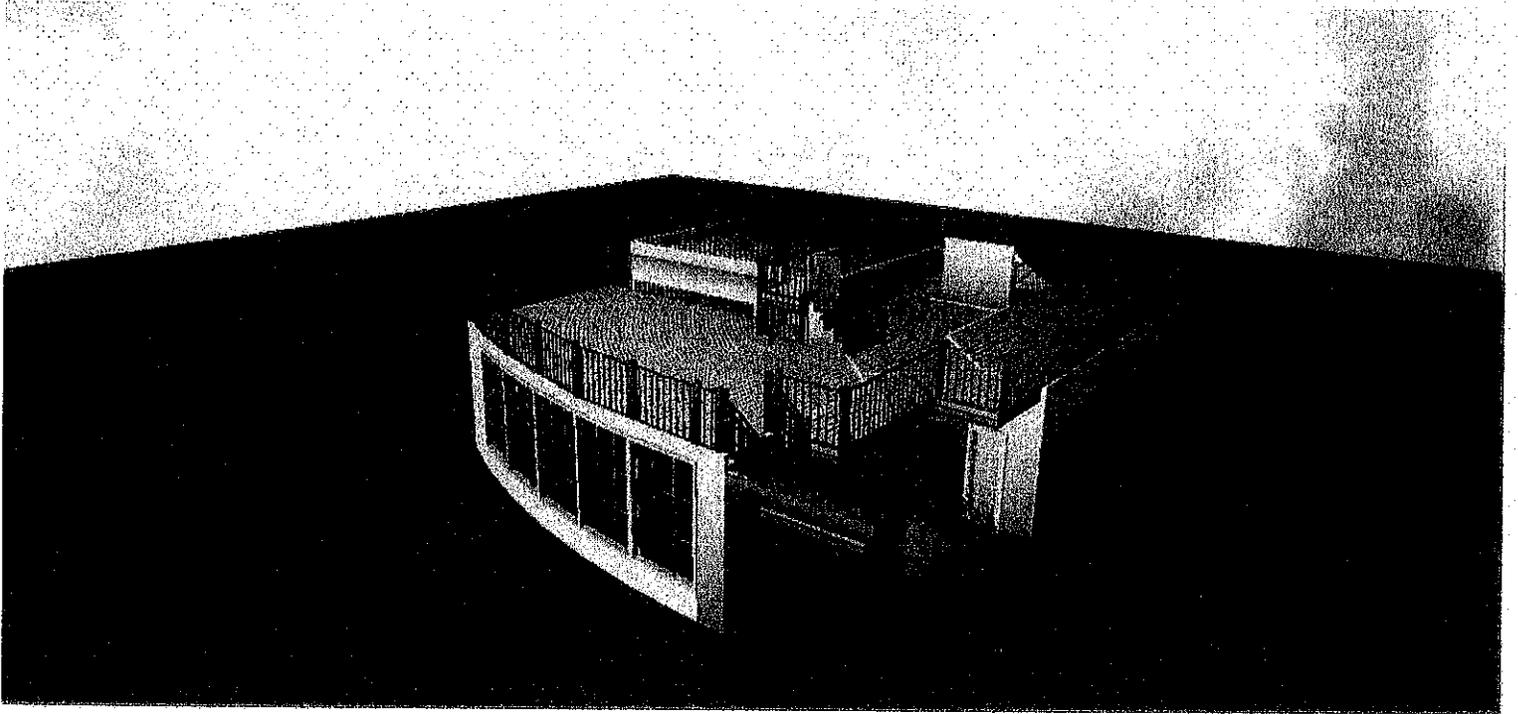
(Do Not Write Below This Line)

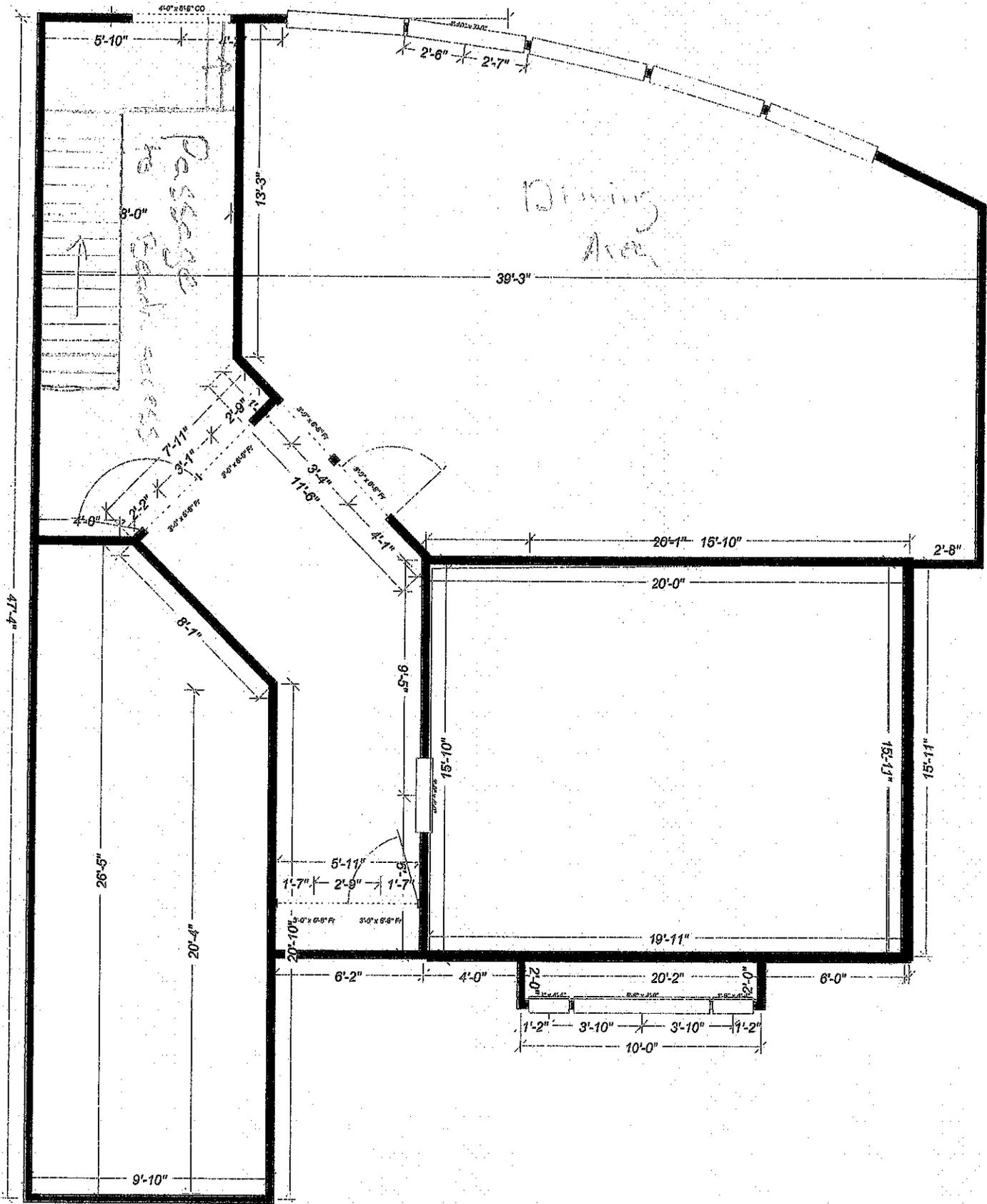
This foregoing variance request application, accompanied by a fee of \$\_\_\_\_\_, was received and determined to be complete this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

On Behalf of the City of Grand Marais





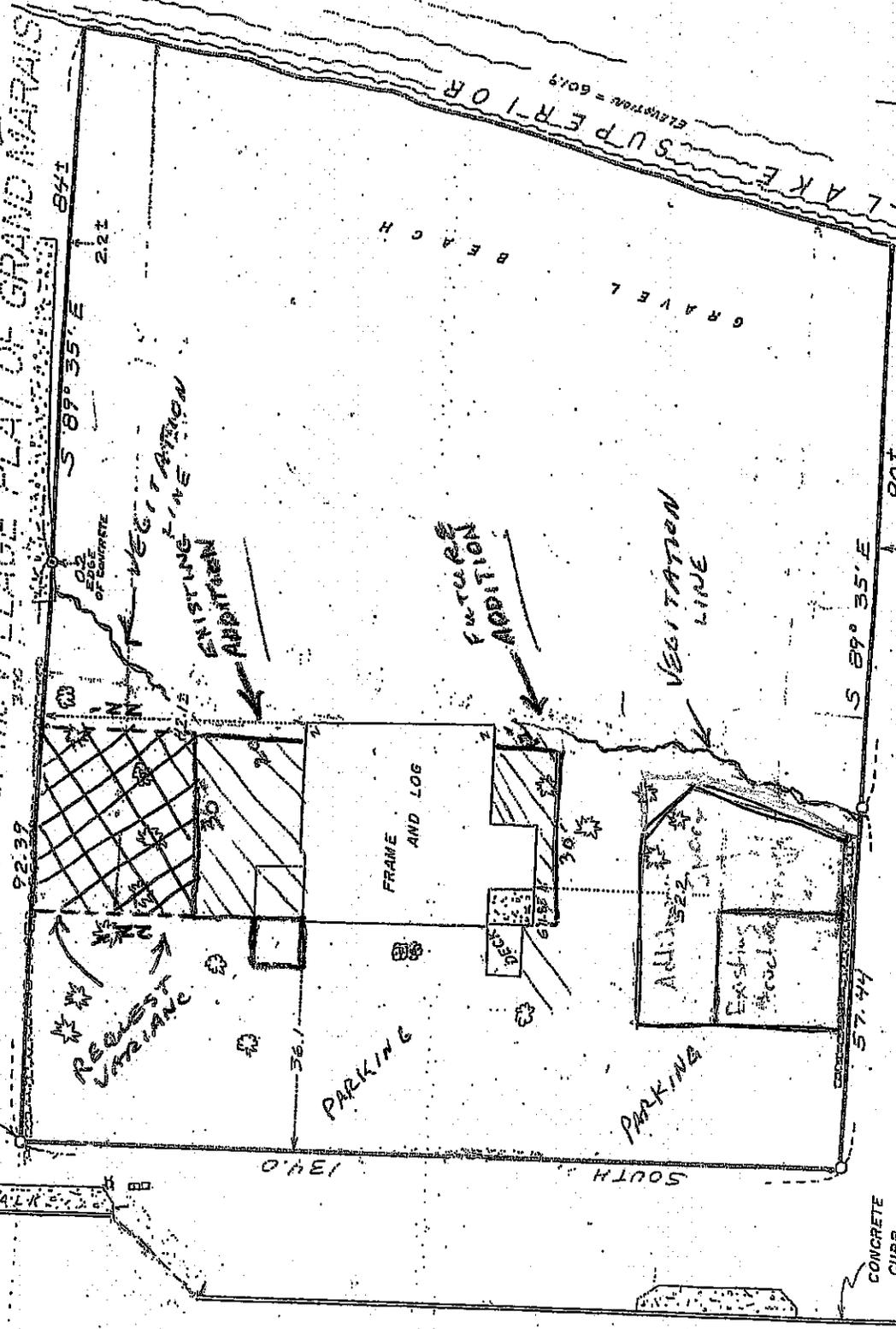






A SURVEY IN GOVERNMENT LOT 4, SECTION 21, T. 61 N., R. 1 E. OF  
THE 4TH PRINCIPAL MERIDIAN

BLOCK 30  
LOT 10 of the VILLAGE PLAT OF GRAND MARAIS



BEARINGS ARE SIZED  
ON ASTRONOMIC NORTH  
AS DETERMINED BY  
SOLAR OBSERVATION



BROADWAY (extended)

ADWAY  
ST AVENUE

BLE

To Whom It May Concern,

February 15, 2013

I am requesting an amended variance on the vegetation line setback for my dining room addition at Sydney's Frozen Custard. In April of 2004 I received a variance for such a purpose. Since that time I have built a new pizza kitchen to the north of the existing restaurant, and have applied for a beer & wine license from the state, both of these changes have affected my design requirements. Also the new configuration with the existing pizza kitchen has necessarily altered the location of the staircase. After applying and receiving a license from the city to serve beer and wine, I learned as the state inspector arrived that I was required to have a minimum indoor seating capacity of 25 as well the necessary bathroom facilities. The overall changes from the previous design reduce the size of the dining area from 650 sqft to 470 sqft but extends 1' further towards the vegetation line, and follows an ellipse instead of a straight angle, which allows for a better seating arrangement yet maintaining a relationship with the vegetation line consistent with adjacent buildings. I will reiterate the purpose of the original variance, operating a seasonal business in Grand Marais can be challenging, we have to make our living in a short season.

A dining room is a necessity for us to maintain commercial viability in that it will protect our business from the chilly east winds and bad weather which can abbreviate an already brief season, thus making it possible to persist in business at the location though the inevitable bad weather summers that come along from time to time.

Sincerely,  
Bruce and Pam Block

# City of Grand Marais

## MEMO

TO: Mayor Carlson  
City Council  
FROM: Michael J Roth, City Administrator  
DATE: April 5, 2013  
SUBJECT: Superior Ziplines LLC Variance Request

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**Request:** Superior Ziplines LLC is requesting a variance to construct two towers, one 45' and one 60' in height, to support the proposed zipline on their property zoned Recreation Commercial.

**Location of Property:** The property is legally described as that part of the Northwest quarter of the Southwest quarter of Section 16, Township 61, Range 1E lying Northwest of the Centerline of the Gunflint Trail.

**Condition of Property:** This property is located above the Gunflint Trail and East of the Cities water tower on the hill overlooking town. The lot is covered with steep slopes, rock and trees. Some drainage features and wetlands are identified on the attached plan. There are single family homes outside the City limits adjacent to the Northeast corner of the property, with vacant public owned property to the North, West, and South. The City property across the Gunflint Trail has two large storm water ponds. The property is currently undeveloped.

### Public Hearing

A public hearing was held April 3, 2013. Commissioners Beckwith, Bolstad, Greenwood, Kennedy, and Miller were present. Matt Geretschlaeger of Superior Ziplines, along with Geronimo Construction, MSA Engineers and attorney Baiers Hereen presented the request. The variance allowing the towers to be 60' and 45' will allow the property to be developed with fewer trees removed under the line, and will less impact as the alternative is to build up the tower sites will fill and build 35' towers.

Kent Anderson, property owner to the North, indicated that the development won't have an impact to his family's property. Since the property was sold by the City, he assumes

there is an intent to have something developed there and he feels that the zipline is a low impact alternative.

Greg Thompson, whose property is adjacent on the Northeast Corner, wanted to know how close the proposed tower was to his property (100'). Thompson stated that he didn't have a problem with the proposal, as it was Geretschlaeger's property to do with as he wanted.

One letter was received from a property owner to the East in opposition to the project concerned about the impacts on views.

#### **Commission Discussion and Findings:**

The commission reviewed the proposed tower design and location. They concluded that the towers would be minimally visible from the Gunflint Trail or the East or West due to the topography. They reviewed the comprehensive plan, which calls for a ski resort or gondola ride to be developed in this zone. The Commission adopted the following findings:

1. **The variance is in harmony with the purpose and intent of the ordinance.**  
The proposed zipline towers are consistent with the purpose of the ordinance allowing private recreational activities compatible with the natural environment as the towers will only be minimally visible from the Gunflint Trail and visibility from town will have minimal impact.
2. **The variance is consistent with the comprehensive plan.**  
The proposed zipline towers are consistent with the comprehensive plan policies to develop a chair lift or gondola ride for recreation or scenic viewing uses.
3. **The proposal seeks to use the property in a reasonable manner not permitted by the zoning ordinance.**  
The towers are reasonable as a necessary component of the zipline.
4. **The plight of the landowner is due to circumstances unique to the property not created by the landowner.**  
The tower height is required due to the steep slopes on this property. There are no Recreation/Commercial properties without steep slopes.
5. **The variance, if granted, will not alter the essential character of the locality.**  
The towers allow the development to impact only 10% of the property.

The commission recommended approving the variance request by a 5-0 vote.

CITY OF GRAND MARAIS, MINNESOTA  
CITY COUNCIL RESOLUTION 2013-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND MARAIS,  
MINNESOTA APPROVING THE REQUEST FOR A VARIANCE FOR SUPERIOR  
ZIPLINES LLC

WHEREAS, the applicant, Superior Ziplines LLC, seeks a Variance to construct two towers, one 45' and one 60' in height, to support the proposed zipline on their property zoned Recreation Commercial; and,

WHEREAS, the Planning Commission conducted a public hearing on April 3, 2013, and received public testimony regarding the proposed Variance; and

WHEREAS, all required notices regarding the public hearing were properly made; and

WHEREAS, the Planning Commission has reviewed the request and recommended approval of the Variance: and

WHEREAS, the City Council reviewed the requested Variance and Planning Commission recommendation at its meeting of April 10, 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND MARAIS, MINNESOTA, that it adopts the following findings of fact related to the requested Variance:

Criteria #1     **The variance is in harmony with the purpose and intent of the ordinance.**

Finding #1     The proposed zipline towers are consistent with the purpose of the ordinance allowing private recreational activities compatible with the natural environment as the towers will only be minimally visible from the Gunflint Trail and visibility from town will have minimal impact.

Criteria #2     **The variance is consistent with the comprehensive plan.**

Finding #2     The proposed zipline towers are consistent with the comprehensive plan policies to develop a chair lift or gondola ride for recreation or scenic viewing uses.

Criteria #3     **The proposal seeks to use the property in a reasonable manner not permitted by the zoning ordinance.**

Finding #3     The towers are reasonable as a necessary component of the zipline.

Criteria #4     **The plight of the landowner is due to circumstances unique to the property not created by the landowner**

Finding #4a The tower height is required due to the steep slopes on this property.

Finding #4b There are no Recreation/Commercial properties without steep slopes.

Criteria #5 **The variance, if granted, will not alter the essential character of the locality.**

Finding #5 The towers allow the development to impact only 10% of the property.

BE IT FURTHER RESOLVED that the Variance to allow the construction of two towers, one 45' and one 60' in height, to support the proposed zipline is hereby approved.

Passed by the City Council of the City of Grand Marais, Minnesota this 10<sup>th</sup> day of April, 2013.

(SEAL)

\_\_\_\_\_  
Mayor Laurence Carlson

ATTEST:

\_\_\_\_\_  
Michael J. Roth  
City Administrator

Exhibit A

LEGAL DESCRIPTION:

That part of the Northwest quarter of the Southwest quarter of Section 16, Township 61, Range 1E lying Northwest of the Centerline of the Gunflint Trail

**Relevant Zoning Purpose Statement:**

**19.10 RC RECREATIONAL/COMMERCIAL**

**Subdivision 1. Purpose**

A recreational oriented district allowing both public and private recreational activities that are compatible with the natural environment and designed to strengthen the recreational characteristic of these areas.

**Relevant Comprehensive Plan Section:**

**GOALS AND POLICIES**

**Goal**

To create a framework for public and private decision making affecting the City of Grand Marais that:

1. Protects and enhances the natural resources of Grand Marais.
2. Provide economic opportunity for residents.
3. Respect the needs and desires of residents.
4. Provide for a full mix of land uses without adverse impact.
5. Recognizes the recreational and aesthetic value of the area to residents and visitors.
6. Ensures consistency of actions.

**SKI HILL AREA DEVELOPMENT**

**Goals**

1. To provide for a mix of residential and resort commercial activity that will be in harmony with the natural environment.
2. To provide a mix of residential options, both seasonal and year round.
3. To provide for orderly commercial growth opportunities in order to meet the needs of residents and visitors.
4. To provide access to four season recreational activities.

**Policies**

1. Encourage private development through the use of incentives.
3. Encourage the development of resort/commercial uses.

4. Develop the ski hill for affordable day skiing and tie development into cross country skiing and snowmobile trails.
5. Develop nature hiking, running trails, and mountain biking trails for summer use.
6. Encourage the development of a chair lift or gondola ride for year round recreational and scenic viewing uses.
7. Develop landscape and building appearance codes to prevent inappropriate appearance and to keep with the "northwoods" character.
8. Develop greenway buffer zones between commercial and residential uses.



# City of Grand Marais

## Application for Variance

Name of Applicant:	Matt Gerertschlaeger dba Superior Ziplines LLC
Mailing Address:	2291 County Rd Grand Marais MN 55604
Property Address:	689 Gunflint Trail Grand Marais MN
Legal Description:	Sec: 16 Twp: 61.0 Rg: 1 E Lot: Blk: PART NW/SW LYING NW OF C/L OF GUNFLINT TRL

Applicant is:  Owner  Buyer  Agent  Other (explain)

Current use of property:	Vacant land
Intended use of property:	Commercial Recreation
Use and Character of surrounding property:	Vacant land
Section of Ordinance from which variance is requested:	19.13 A
Brief summary of why a variance is required: <small>(For setback variances attach a site map prepared by a qualified plat mapper or surveyor)</small>	see attached

A variance may be granted where the strict enforcement of the City zoning controls will result in practical difficulties, determined by each of the following five criteria. Summarize the facts as to your property in regards to each of the five factors, using additional sheets as necessary.

1. Facts showing the variance is in harmony with the purpose and intent of the ordinance:

see attached

2. Facts showing the variance is consistent with the comprehensive plan:

see attached

<p>3. Facts showing the proposal seeks to use the property in a reasonable manner not permitted by the zoning ordinance:</p> <p style="text-align: center;"><i>see attached</i></p>
<p>4. Facts showing the plight of the landowner is due to circumstances unique to the property and not created by the landowner:</p> <p style="text-align: center;"><i>see attached</i></p>
<p>5. Facts showing the variance, if granted, will not alter the essential character of the locality:</p> <p style="text-align: center;"><i>see attached</i></p>

Dated:	Applicant(s) signature(s):
3-15-13	<p style="text-align: center;"><i>Matt Ebertschlager</i>  <del>MATT EBERTSCHLAGER</del>          Owner (if other than applicant)          _____          Owner (if other than applicant)</p>

*This application will be processed only if it is fully completed and is accompanied by a site sketch and the proper fees.*

(Do Not Write Below This Line)

This foregoing variance request application, accompanied by a fee of \$ \_\_\_\_\_, was received and determined to be complete this \_\_\_\_\_ day of \_\_\_\_\_.

On Behalf of the City of Grand Marais

***Attachment – Matt Geretschlaeger dba Superior Ziplines LLC  
Application for Variance***

***Use and character of surrounding property:***

North: State of MN

South: City of Grand Marais

East: State of MN

West: City of Grand Marais.

***Section of Ordinance from which variance is requested:***

19.13A

***Brief summary of why a variance is requested:***

We are seeking to construct two towers to enable us to develop a commercial recreational Ziplines.

***1) Facts, showing the variance is in harmony with the purpose and intent of the ordinance:***

It is our understanding that the building height regulations were put in place to preserve the views of Lake Superior.

Our requested height variance for the towers is not in such a location to impede the views of Lake Superior. Additionally, all the lands surrounding our property are publicly owned, and of a very challenging topographically

Nature.

Consider said slope to be 40%, or four feet of rise per ten feet, with clearing and filling, the tower can be within ordinance standards in 60 horizontal feet.

We could flatten this area, and a variance would not be required, however, we strongly feel it is less invasive to the natural surroundings that we do not.

As evidenced in the attached photos, when the launch tower is constructed in the least disturbed manner, it appears negligible in its appearance to public view.

In that the surrounding properties of our development are owned by the city, and zoned recreational Commercial, our project will be the first to follow suit with the wishes of the city to construct a recognizable destination recreational attraction to Grand Marais, and can bridge the shoulder season gap of tourism.

**2) *Facts showing the variance is consistent with the comprehensive plan:***

The comprehensive plans first section of goals and policies clearly speaks to the protection and enhancement of natural resources, economic opportunities, and the recreational value to residents and visitors. The impacted area of our project is less than 2 acres of our 22-acre site, a mere 10% of our property, leaving 90% of the property in its natural state. We feel our project meets and exceeds the objectives of the city's goals and policy.

The comprehensive plan then specifically speaks to the goals and policies of the "Ski Hill Area Development" (SHAD), which our property is located within.

Our project particularly meets the objectives of, and is consistent with, sections 3 and 4 of this section, which reads as follows:

3) "To provide for orderly commercial growth opportunities in order to meet the needs of residents and visitors"

4) "To provide access to four season recreational activities"

Our project then goes on to meeting "Policies of the Ski Hill Area Development, particularly items 1, 3, and 6.

1) "Encourage private development through the use of incentives" The city provided great incentive to Superior Ziplines in agreeing to sell its property to us, and for the appraised value. Furthermore, the city agreed to be the applicant in submitting a grant proposal to IRRRB to assist in the infrastructure cost associated with the development. "But for this assistance" this project would not have been feasible.

3) "Encourage the development of resort, commercial uses" The city staff, and elected officials have provided knowledgeable assistance, and leadership to use, and greatly is appreciated.

6) "Encourage the development of a chair lift or gondola ride for year round recreational and scenic viewing uses"

The city appears to have been close to, or on the leading edge of, aerial recreational activities, which is what we are indeed proposing.

**3) *Facts showing the proposal seeks to use the property in a reasonable manner not permitted by the zoning ordinance:***

The use of the property and therefore the design and operations of zip lines, are greatly governed by a national organization called the "Association for Challenge Course Technology" (ACCT)

Course design and engineering standards are strictly enforced by ACCT accredited and certified designers. Our course has undergone rigorous design, structural, and civil engineering studies, in part, resulting in the elevations of launch and landing towers.

**4) *"Facts showing the plight of the landowner is due to circumstances unique to the property and not created by the land owner"***

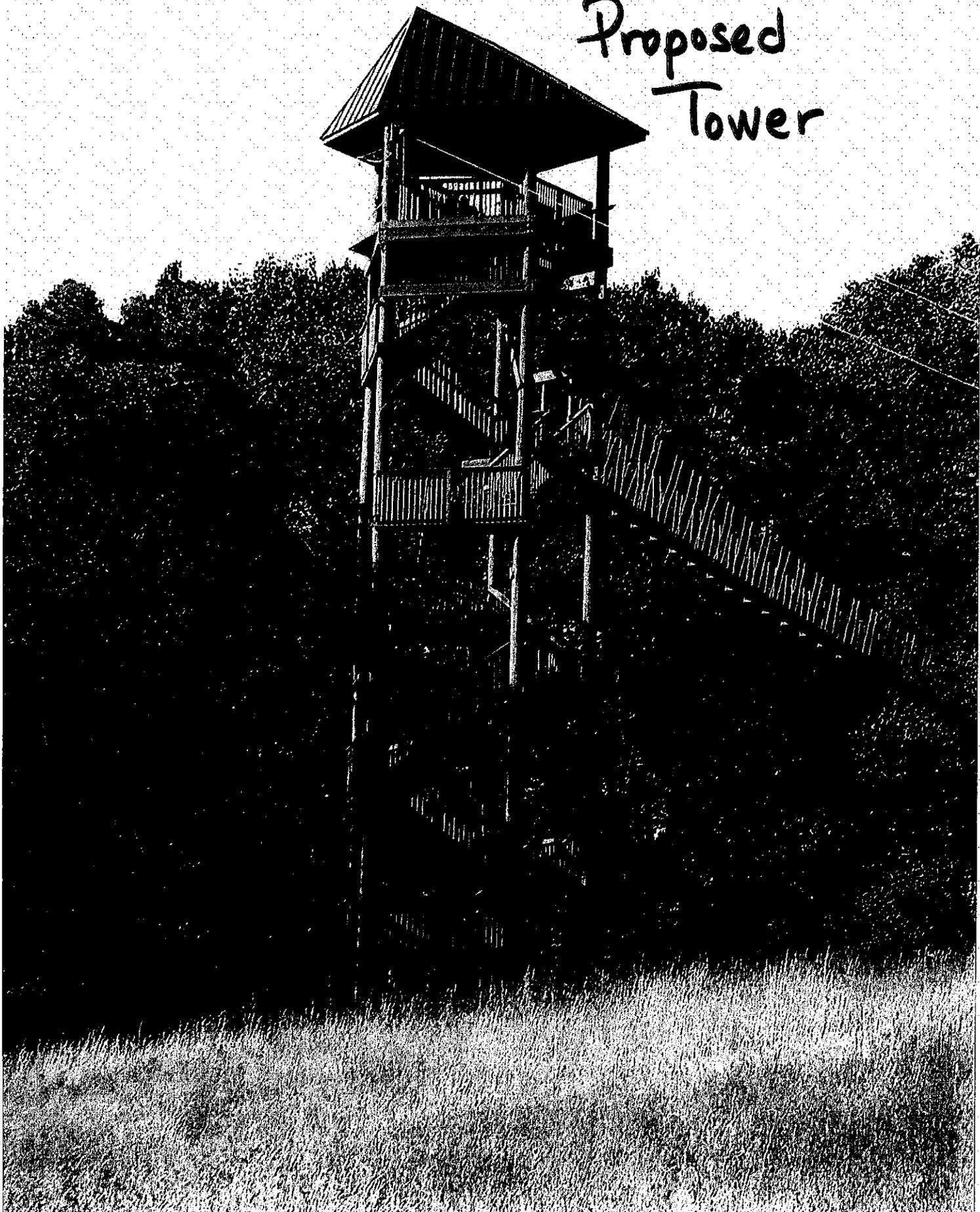
This property is indeed topographically unique, where there is challenge; there is also equal opportunity to build something of outstanding esthetic and community value. We are proud of our large team of business and financial consultants, designers, civil and structural engineers, and UMD to have met the design challenge.

**5) *Facts showing the variance, if granted, will not alter the essential character of the locality:*** This is perhaps the easiest one to answer, 90 % of the property is undisturbed. In the event there becomes a higher and better use of the property, simply remove the cables, and the land reverts back to its predevelopment condition.

Superior Zip Lines from town.

GunGlintTrail -

Example  
of  
Proposed  
Tower





Keith Morris  
24 Pincushion Dr.  
Grand Marais, MN.  
55604

## Grand Marais Planning Commission

I am writing in regards to the zip-line variance request. I own neighboring property and would be negatively impacted by the proposed towers. Having lived here my entire life and owning my present property for over twenty years, I feel these towers are not only incompatible with the neighborhood, but the community in general.

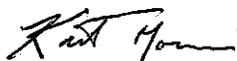
A 60 foot tower is equivalent to a six story building. Would you allow a six story building to be built in Grand Marais in the commercial downtown area? I think not. The proposed towers location is in a residential area and would have an even greater negative impact, especially on a hillside that is visible from miles around. The height requested for these towers is almost twice as tall as the allowed building height limit. This is not just a little taller, it is a LOT taller. Visually, these towers will not only be seen from my home, they will be seen from the Gunflint Trail, the Pincushion Scenic Overlook as well as the harbor area. The visual footprint is huge. Grand Marais greatest asset is the natural beauty tourist come to see. We live in a unique area. Lets try to retain as much of that unique natural beauty as possible, rather than turning this area into another Wisconsin Dells.

Zoning laws were put in place to protect neighborhoods and communities from structures being built that would negatively impact the existing residents. Would you want to look out at 60 foot zip-line towers from your home? I would have to look at these towers seven days a week, 365 days of the year for the rest of my life. You won't have to look at them. The developer won't have to look at them, but I will. Being a visual artist, I can't emphasis enough how much that would negatively effect the quality of my life. To grant such a request would be to totally disregard the protection zoning laws serve in the rights of the current residents and existing community.

Why is it not possible to have a functional zip-line with a tower that is 40 feet or less? You may want an "ideal" height, but if this negatively impacts your neighbors and the community, you may have to compromise on a lower tower. Once you are over ten feet off the ground, most people tend to feel uncomfortable anyway.

When I look out over Lake Superior and the Sawtooth Mountains every day, I feel immense gratitude, and marvel at how fortunate I am to live in a place where such unique natural beauty is pretty much taken for granted. We are the guardians of that beauty not only for the present generation, but for generations to come. That guardianship is a great responsibility that I hope everyone takes seriously.

Thank You,



Keith Morris

# City of Grand Marais

## MEMO

TO: Mayor Carlson  
City Council  
FROM: Michael J. Roth, City Administrator  
DATE: April 5, 2013  
SUBJECT: Superior Ziplines Conditional Use Permit

---

**Request:** Superior Ziplines LLC is requesting a conditional use permit to construct a zipline facility on their property zoned Recreation Commercial.

**Location of Property:** That part of the Northwest quarter of the Southwest quarter of Section 16, Township 61, Range 1E lying Northwest of the Centerline of the Gunflint Trail.

**Condition of Property:** This property is located above the Gunflint Trail and East of the City's water tower on the hill overlooking town. The lot is covered with steep slopes, rock and trees. Some drainage features and wetlands are identified on the attached plan. There are single family homes outside the City limits adjacent to the Northeast corner of the property, with vacant public owned property to the North, West, and South. The City property across the Gunflint Trail has two large storm water ponds. The property is currently undeveloped.

**Items To Be Considered:** In this zone district, private commercial recreational uses requiring specialized equipment, buildings or other facilities may only be constructed with a Conditional use permit. In the City of Grand Marais a conditional use permit can be granted only if all of the following apply:

1. The use conforms to the land use or comprehensive plan of the City.
2. The use is compatible with the existing neighborhood.
3. The use will not impede the normal and orderly development and improvement in the surrounding area of uses permitted by right in the zone district.
4. The location and character of the proposed use is considered to be consistent with a desirable pattern of development for the area.

## Public Hearing

A public hearing was held April 3, to consider the proposal. Commissioners Beckwith, Bolstad, Greenwood, Kennedy, and Miller were present. There were no public comments in addition to the comments received during the tower variance hearing.

## Commission Discussion and Findings:

The Commission discussed the proposed storm water plan for the development. The developer's engineer discussed the plan to build a storm water pond to control the rate of runoff from the building and parking area. The runoff will continue to be conveyed to the North ditch of the Gunflint Trail. The developer will have to satisfy the requirements of both the MPCA and the County Highway engineer.

The commission discussed the potential need to re-route a portion of the Superior Hiking Trail. The City reserved easement for all existing trails as a part of the purchase agreement. Bolstad asked that Geretschlaeger consult with the SHTA about the trail at some point. The Commission adopted the following findings:

1. The use conforms to the land use or comprehensive plan of the City.  
The zipline is allowed as a conditional use as a private recreation facility requiring specialized equipment.
2. The use is compatible with the existing neighborhood.  
The development will impact only 10% of the lot, and is compatible with the current use of the property for the Superior Hiking Trail.
3. The use will not impede the normal and orderly development and improvement in the surrounding area of uses permitted by right in the zone district.  
The zipline will not impede the future development of any other recreation/commercial property.
4. The location and character of the proposed use is considered to be consistent with a desirable pattern of development for the area.  
The zipline is consistent with the desirable pattern of development as identified in the Comprehensive Plan.

The commission recommends approving the new conditional use permit by a 5-0 vote with the added condition that the developer have a Storm Water Management Plan acceptable to the MPCA and submitted to the City.

CITY OF GRAND MARAIS, MINNESOTA  
CITY COUNCIL RESOLUTION 2013-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND MARAIS,  
MINNESOTA APPROVING THE REQUEST FOR A CONDITIONAL USE PERMIT TO  
ALLOW CONSTRUCTION OF A ZIPLINE

WHEREAS, the applicant, Superior Ziplines LLC is requesting a conditional use permit to construct a zipline facility on their property zoned Recreation Commercial legally described on the attached Exhibit A, which is zoned RC Recreation Commercial; and,

WHEREAS, the Planning Commission conducted a public hearing on April 3, 2013, and received public testimony regarding the proposed Conditional Use Permit; and

WHEREAS, all required notices regarding the public hearing were properly made; and

WHEREAS, the Planning Commission has reviewed the request and recommended approval of the Conditional Use Permit subject to certain conditions; and

WHEREAS, the City Council reviewed the requested Conditional Use Permit and Planning Commission recommendation and conditions for the requested Conditional Use Permit at its meeting of April 10, 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND MARAIS, MINNESOTA, that it adopts the following findings of fact related to the requested Conditional Use Permit:

- Criteria #1     The use conforms to the land use or comprehensive plan of the City.
- Finding #1a    The zipline is allowed as a conditional use as a private recreation facility requiring specialized equipment.
- Criteria #2     The use is compatible with the existing neighborhood.
- Finding #2     The development will impact only 10% of the lot, and is compatible with the current use of the property for the Superior Hiking Trail.
- Criteria #3     The use will not impede the normal and orderly development and improvement in the surrounding area of uses permitted by right in the zone district.
- Finding #3     The zipline will not impede the future development of any other recreation/commercial property.
- Criteria #4     The location and character of the proposed use is considered to be consistent with a desirable pattern of development for the area

Finding #4 The zipline is consistent with the desirable pattern of development as identified in the Comprehensive Plan.

BE IT FURTHER RESOLVED that the Conditional Use Permit to construct a zipline facility on their property zoned Recreation Commercial Road is hereby approved.

Passed by the City Council of the City of Grand Marais, Minnesota this 10<sup>th</sup> day of April, 2013.

(SEAL)

\_\_\_\_\_  
Mayor Larry Carlson

ATTEST:

\_\_\_\_\_  
Michael J. Roth  
City Administrator

**EXHIBIT A**

**Legal Description**

That part of the Northwest quarter of the Southwest quarter of Section 16, Township 61, Range 1E lying Northwest of the Centerline of the Gunflint Trail.

**Relevant Zoning Purpose Statement:**

**19.10 RC RECREATIONAL/COMMERCIAL**

**Subdivision 1. Purpose**

A recreational oriented district allowing both public and private recreational activities that are compatible with the natural environment and designed to strengthen the recreational characteristic of these areas.

**Relevant Comprehensive Plan Section:**

**GOALS AND POLICIES**

**Goal**

To create a framework for public and private decision making affecting the City of Grand Marais that:

1. Protects and enhances the natural resources of Grand Marais.
2. Provide economic opportunity for residents.
3. Respect the needs and desires of residents.
4. Provide for a full mix of land uses without adverse impact.
5. Recognizes the recreational and aesthetic value of the area to residents and visitors.
6. Ensures consistency of actions.

**SKI HILL AREA DEVELOPMENT**

**Goals**

1. To provide for a mix of residential and resort commercial activity that will be in harmony with the natural environment.
2. To provide a mix of residential options, both seasonal and year round.
3. To provide for orderly commercial growth opportunities in order to meet the needs of residents and visitors.
4. To provide access to four season recreational activities.

**Policies**

1. Encourage private development through the use of incentives.
3. Encourage the development of resort/commercial uses.

4. Develop the ski hill for affordable day skiing and tie development into cross country skiing and snowmobile trails.
5. Develop nature hiking, running trails, and mountain biking trails for summer use.
6. Encourage the development of a chair lift or gondola ride for year round recreational and scenic viewing uses.
7. Develop landscape and building appearance codes to prevent inappropriate appearance and to keep with the "northwoods" character.
8. Develop greenway buffer zones between commercial and residential uses.

SUPPLEMENTAL DATA FOR CONDITIONAL USE PERMIT

Application No.
Tax Parcel No. Ad. 20000

20000
\$100.00 APPLICATION FEE

A. GENERAL DATA

NAME OF APPLICANT: Matt Geretschlaeger dba Superior Ziplines LLC
The above named individual, firm or corporation hereby respectfully submits the following supplemental data in support of the primary information provided on the accompanying Zoning Application Summary Form dated for the purpose of securing a conditional use permit.
Contact Person: Last Name First M.I. Day Phone No. Evening Phone No.

B. PROJECT INFORMATION

1. Specify the section of the ordinance which applies to this project: 19.10 RC Subdivision 3, #4
2. Brief narrative description of this request: see attached
3. Written justification for request including discussion of how any potential conflicts with existing nearby land uses will be minimized: see attached
4. Check all additional supporting documents and data which are being submitted to help explain this project proposal: sketch plan, topographic map, detailed narrative, operation plans, engineering, other (specify) Storm Water Plan
5. Attach copy of COMPLETE Legal Description.
I hereby certify with my signature that all data on my application forms, plans and specifications are true and correct to the best of my knowledge.
Signature of Applicant Date 3-15-13

CONDITIONAL USE PERMIT

In accordance with (Section of Ordinance) of (Ordinance Name or No.), the (Name of Governing Body) hereby [ ] approves, [ ] denies the foregoing Application

for Conditional Use Permit, if approved, said approval is subject to the following General and Special Provision:

By: (Authorized Signature) (Title) (Date)
- See reverse for general and special provisions -

## SUPPLEMENTAL DATA FOR CONDITIONAL USE PERMIT

***1) Specify the section of the ordinance, which applies to this project:***

19.10 RC, Subdivision 3, #4

***2) Brief narrative of the description of this request:***

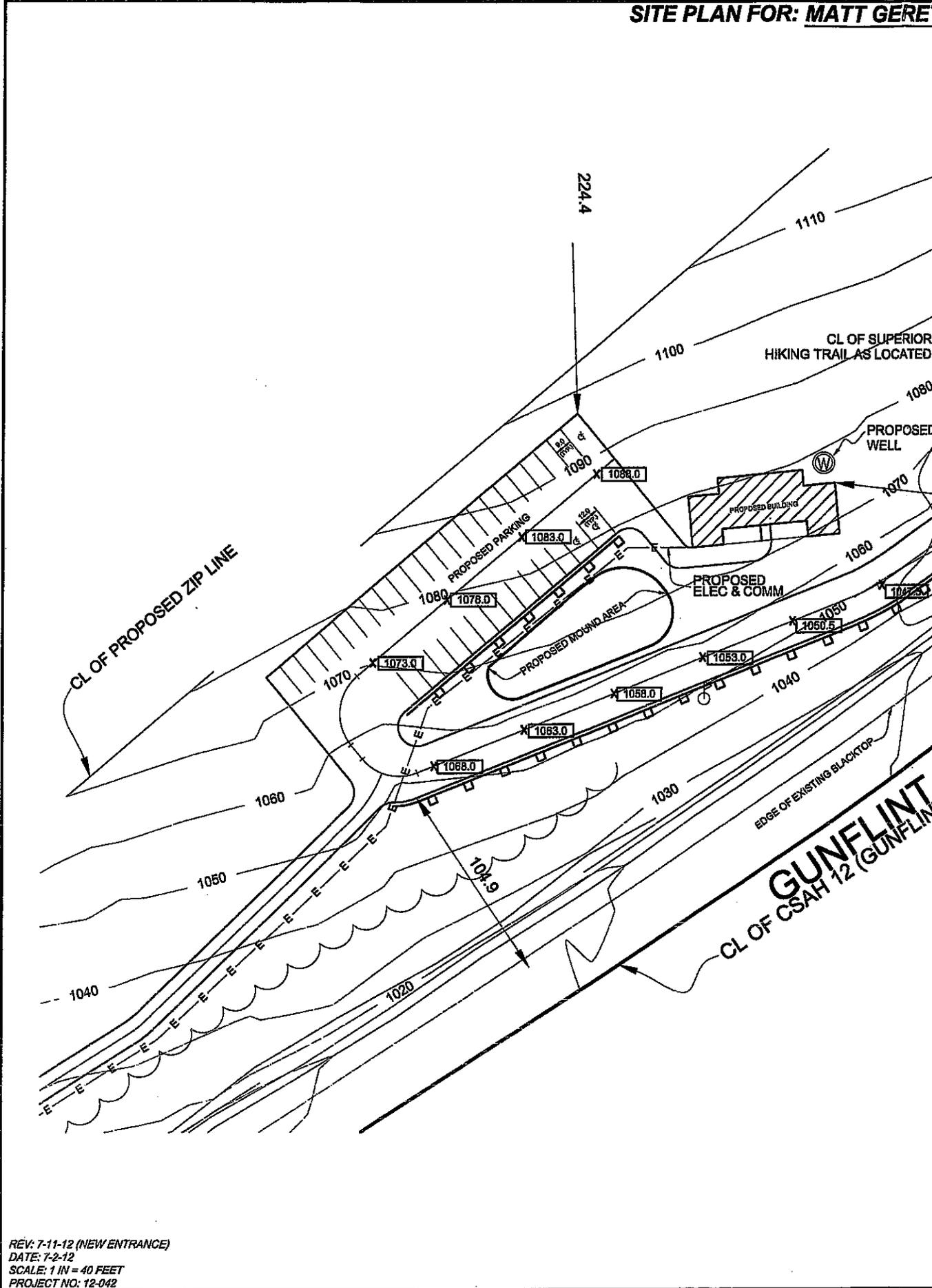
The applicant is requesting permission to develop a commercial recreational facility, with specialized equipment.

***3) Written justification for request, including discussion of how any potential conflicts with existing nearby land uses will be minimized:***

Justification for the request lies within the content of the city comprehensive plan to develop recreational uses on the subject property. All developments are subject to potential conflicts. In our case the surrounding properties are publicly owned. That property owned by the city is zoned identical to our property RC, in which case similar uses are proposed by the city, and therefore our use is consistent with the comprehensive plan. Furthermore, 90% of our property remains undeveloped, which certainly minimizes impact on the area. It is also important to note our business is simply powered by gravity; there are no motors, or four-wheelers. The "Gunflint Trail Truck Route" borders our development to the east. The sounds of excitement from our guests will certainly be secondary to the truck traffic.

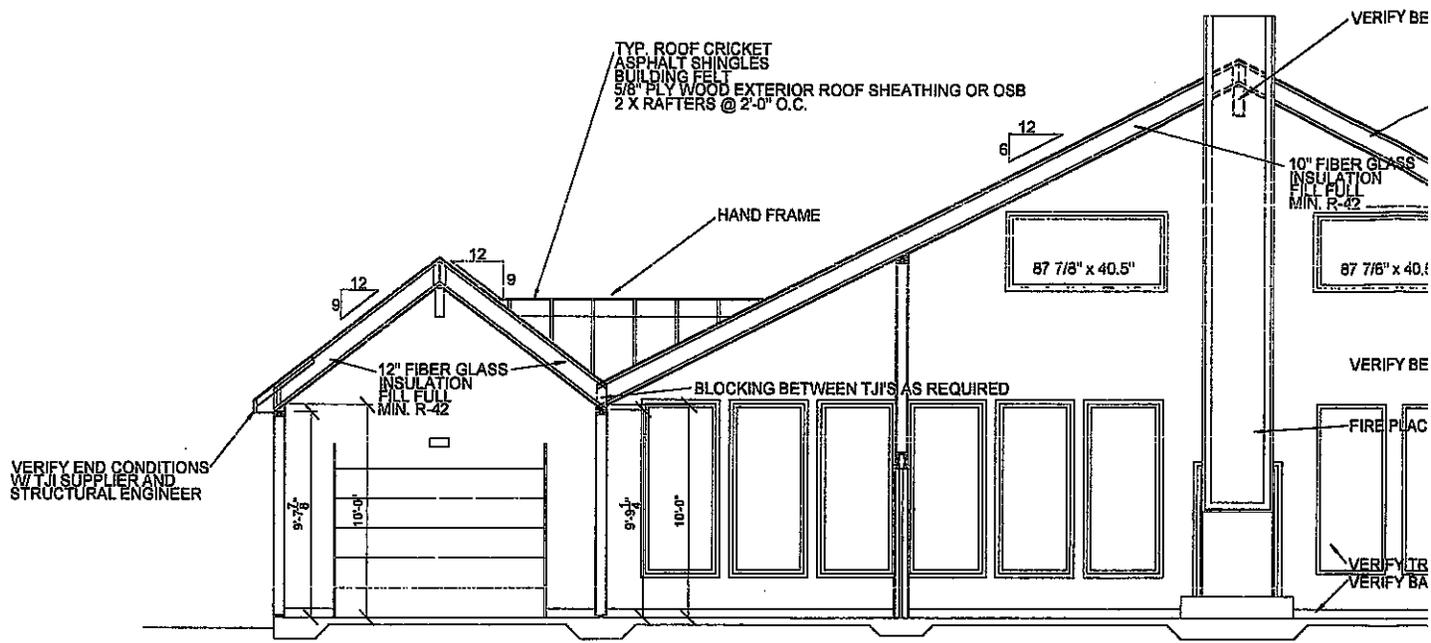


**SITE PLAN FOR: MATT GERE**

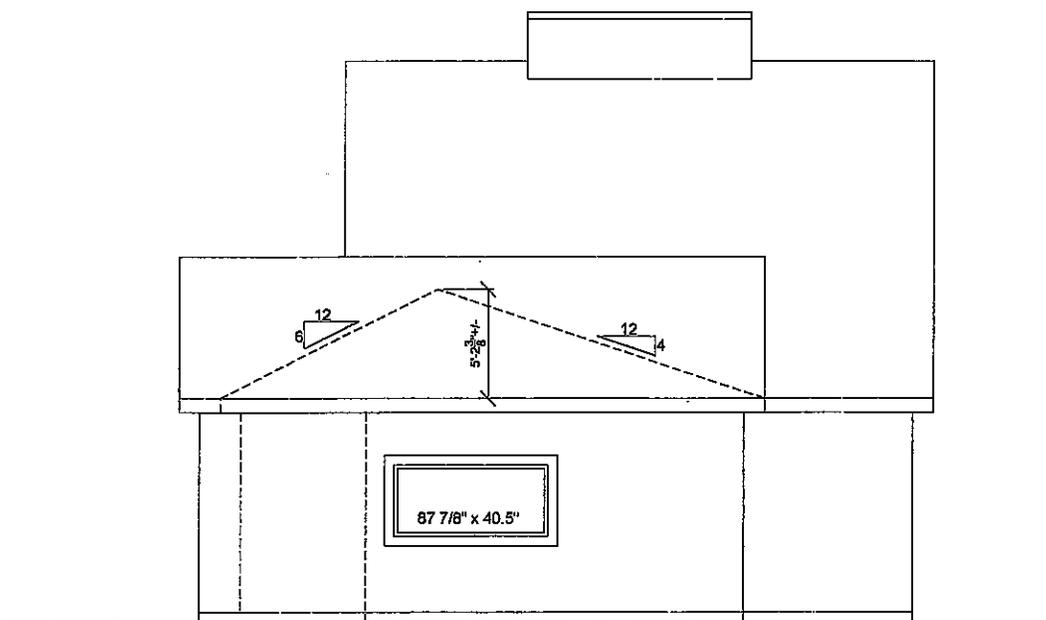


REV: 7-11-12 (NEW ENTRANCE)  
DATE: 7-2-12  
SCALE: 1 IN = 40 FEET  
PROJECT NO: 12-042





**1** SECTION A-A  
 A-103 SCALE: 1/4" = 1'-0"



**2** RIGHT ELEVATION (GARAGE)  
 A-103 SCALE: 1/4" = 1'-0"

March 28, 2013

City of Grand Marais  
PO Box 600  
Grand Marais, MN 55604

RE: Zip Line

To Whom It May Concern:

I will be working on the clearing of the Zip Line site which will include the removal of rock that is to be blasted.

I am requesting permission from the city to store said rock in the area where the brush pile was located near the water tower.

The rock will be stored for approximately 3 weeks and then will be moved back as filler for the Zip Line road access.

If you have any questions, please give me a call at 218-387-2501 or 218-370-0480.

Sincerely,

Jason Hill  
Jason Hill Excavating, LLC

March 15, 2013

To: Grand Marais Public Utilities Commission  
Mike Roth City of Grand Marais Administrator

From: Thomas Nelson  
Grand Marais Water/Wastewater Superintendent

Re: The participation of the Grand Marais Public Utilities Water and Wastewater Departments in the MnWARN (Minnesota's Water/Wastewater Agency Response Network) mutual aid agreement.

The MnWARN program was initiated by a small group of communities in order to set up a mutual aid system whereas cities water and wastewater utilities can help other cities in time of emergencies with out worry of legal or liability concerns.

The MnWARN program has support from Minnesota Rural Water Association, Minnesota Section of the American Water Works Association, Minnesota Department of Health, Minnesota Pollution Control Agency, Minnesota Wastewater Operators Association, Minnesota Homeland Security and Emergency Management, Association of Minnesota Emergency Managers, Minnesota Municipal Utilities Association and the League of Minnesota Cities.

The MnWARN system was fashioned after other mutual aid programs already in place in many cities, like for Fire Protection and Electrical Emergencies. The Mutual aid Resolution and the Agreement documents were crafted by The League of Minnesota Cities Attorneys.

The MnWARN program and its benefits are explained in the handout in the packet. Some of the highlights are it is free, you don't have to respond and all the pay schedules and liabilities concerns are addresses.

The Resolution and Agreement must be approved by the city council and signed by the mayor and city administrator in order to become a member.

My goal here is to have the PUC Board support and approve the Grand Marais Public Utility water and wastewater departments on becoming a member of MnWARN and bring it to the city council of approval.


[About MnWARN](#)
[MnWARN Members](#)
[News & Events](#)
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[Mutual Aid Agreement](#)
[Related Links](#)
[Contact Us](#)

## Become a MnWARN member today!

- Updates on news & events
- Access to online resources
- And much more!

[-> Click here to sign up!](#)

### Contact Us

MnWARN  
217 12th Avenue SE  
Elbow Lake, MN 56531  
Phone: 800-367-6792  
[info@mnwarn.org](mailto:info@mnwarn.org)

## About MnWARN

MnWARN is a statewide Water/Wastewater Agency Response Network (WARN) of "utilities helping utilities" assists members with:

- Emergency assessment, emergency response, and recovery
- Mutual Aid Agreement for sharing emergency resources with members
- Resources to help recover from a disaster
- Emergency contact network
- Voluntary participation

### MnWARN Mission

To promote and support a statewide response to utility emergencies and disasters through mutual assistance for water, wastewater, and stormwater utilities in Minnesota.

### What is a WARN?

Leaders in the water/wastewater community and state agencies have joined together to create the Minnesota Water/Wastewater Utilities Agency Response Network. MnWARN is a formal emergency response program in Minnesota.

MnWARN is a mutual aid agreement to provide a program whereby water, wastewater, and storm water utilities sustaining physical damage from natural or man-made disasters in the state of Minnesota can obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary to protect the health and welfare of the utilities' customers.

Law enforcement and fire departments have been organized for many years. MnWARN is an initiative to organize the water and wastewater professionals to be prepared to respond to water, wastewater, and storm water entities in a professional and timely manner.

A pre-established agreement among a network of utilities can complement and enhance local capabilities to prepare to respond to a broad range of threats, both natural and man-made.

This initiative is not meant to compete with any existing mutual agreements that your utility may already have in place with neighboring communities or counties. This initiative is meant to enhance the abilities of utilities to help utilities.

It is essential that all partners in the water, wastewater, and storm water community work together to support this concept.

### What is a MnWARN Event?

MnWARN can be activated only when there has been a formal declaration of an emergency issued by a community's authorized official or alternate, whose name is listed as such on the MnWARN Web site (Mutual Aid Agreement, Article II, Subpart D and Article IV, Subpart A). Once activated, both parties would be acting under the provisions of the Mutual Aid Agreement.

While services may be exchanged among parties who are both MnWARN members, without the formal declaration of an emergency, such activity would not qualify as a MnWARN event and would occur outside of the MnWARN response network.

### What is an Emergency?

Any occurrence that is, or is likely to be, beyond the control of the services, personnel, equipment, or facilities of a Party's utility (Article II, Subpart D). Emergencies are generally unforeseen events.

Minnesota Department of Health  
Minnesota Pollution Control Agency  
League of Minnesota Cities  
Minnesota Division of Homeland Security and Emergency Management  
Association of Minnesota Emergency Managers  
Minnesota Municipal Utilities Association

**MnWARN Agencies & Associations**



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© Minnesota Water/Wastewater Agency Response Network

# EXHIBIT I

## RESOLUTION AUTHORIZING GOVERNMENTAL UNIT TO BE A PARTY TO MINNESOTA WATER AGENCY RESPONSE NETWORK (MnWARN)

WHEREAS, Minnesota Statutes, Section 471.59 authorizes governmental units by agreement of their governing bodies to jointly or cooperatively exercise any power common to them;

WHEREAS, MnWARN has been established by the adoption of a Mutual Aid Agreement (the Agreement) among Governmental Units to allow their water, wastewater and storm water utilities to assist each other in case of an emergency;

WHEREAS, the Agreement allows other governmental units to become a party to the Agreement by the adoption of this Resolution and sending notice to the Secretary of the Statewide Committee for MnWARN; and

WHEREAS, the governing body of the \_\_\_\_\_ considers it to be in the best interest of the City to be a party to the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the \_\_\_\_\_:

1. Authorizes the Mayor and Clerk-Administrator-Treasurer to sign this resolution evidencing the intent of \_\_\_\_\_ to be a party to MnWARN; and
2. Clerk-Administrator-Treasurer is directed to send a certified copy of this resolution and a completed membership information form to the Secretary of the Statewide Committee of MnWARN; and
3. \_\_\_\_\_ agrees to comply with all terms of the Agreement.

IN WITNESS WHEREOF, \_\_\_\_\_ by action of its governing body caused this Resolution to be approved on \_\_\_\_\_.

By: \_\_\_\_\_

Its Mayor

And: \_\_\_\_\_

Its Clerk-Administrator-Treasurer

MAIL TO:  
Secretary of Statewide Committee  
MnWARN  
217 12<sup>th</sup> Avenue SE  
Elbow Lake, MN 56531



## **MINNESOTA WATER AGENCY RESPONSE NETWORK (MnWARN) MUTUAL AID AGREEMENT**

This Minnesota Water Agency Response Network (MnWARN) Mutual Aid Agreement is made and entered into by the undersigned Parties.

WHEREAS, the Parties hereto are authorized by law or home rule charter to establish a water, wastewater or storm water utility; and

WHEREAS, the Parties hereto have established a water, wastewater and/or storm water utility; and

WHEREAS, the Parties recognize that an Emergency may require Assistance in the form of personnel, equipment and supplies from a Utility outside the Governmental Unit; and

WHEREAS, the governing bodies of the Parties have investigated the facts and determined that it is in their best interests to authorize their Utilities to work cooperatively with another Party's Utilities when there is an Emergency; and

WHEREAS, Minnesota Statutes, Section 471.59 authorizes the Parties by agreement of their governing bodies to jointly or cooperatively exercise any power common to them.

NOW, THEREFORE, in consideration of the mutual covenants made herein, the Parties agree as follows:

### **ARTICLE I PURPOSE**

The Parties recognize that in an Emergency, their Utilities may require Assistance in the form of personnel, equipment and supplies from outside the area of impact. The purpose of this Agreement is to provide a framework, in the event of an Emergency, for the Parties to participate in an intrastate program for mutual aid assistance to provide water, wastewater and storm water utility services. The Parties authorize their Utilities to cooperatively assist other Party's Utilities when there is an Emergency, subject to the discretion of the Responding Party's Authorized Official as set forth in Article IV.

## **ARTICLE II DEFINITIONS**

- A. **Agreement** — This Water Agency Response Network Mutual Aid Agreement.
- B. **Assistance** — Resources, including but not limited to personnel, equipment, material and supplies that a Responding Party's Utility provides to a Receiving Party's Utility.
- C. **Authorized Official** — An employee or official of a Party's Utility that is authorized by the Party's governing body to request Assistance or provide Assistance under this Agreement.
- D. **Emergency** — Any occurrence that is, or is likely to be, beyond the control of the services, personnel, equipment or facilities of a Party's Utility.
- E. **Governmental Unit** — A city, county or township in Minnesota or a city's public utilities commission.
- F. **MnWARN** — The framework for public water, wastewater and storm water utilities in Minnesota to assist other public water, wastewater and storm water utilities when there is an Emergency that requires Assistance from another Utility. The framework includes this Agreement and other resources to be developed and coordinated by the Statewide Committee to implement the purpose of this Agreement.
- G. **National Incident Management System (NIMS)** — A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- H. **Party/Parties** — One or more governmental units that has a water, wastewater or stormwater utility that executes this Agreement or adopts this Agreement by resolution pursuant to Article XIV.
- I. **Period of Assistance** — The period of time when a Responding Party assists a Receiving Party. The period commences when personnel, equipment or supplies depart from a Responding Party's facility and ends when the resources return to their facility. All protections identified in the Agreement apply during this period. The Period of Assistance may occur during response to or recovery from an Emergency.
- J. **Receiving Party** — A Party who requests and receives Assistance under this Agreement.
- K. **Responding Party** — A Party that provides Assistance to another Party pursuant to this Agreement.
- L. **Statewide Committee** — The committee responsible for overseeing MnWARN on a statewide level.
- M. **Steering Committee** — The leadership group that established MnWARN and the development of this Agreement.
- N. **Utility/Utilities** — A water, wastewater and/or storm water utility of a Party.

**ARTICLE III  
ADMINISTRATION**

**A. Statewide Committee.**

1. **Voting Members.** MnWARN shall be administered through a Statewide Committee. The Statewide Committee shall be comprised of nine (9) voting members. The voting members of the Statewide Committee shall be comprised as follows: (i) an employee or official of a Utility located in Region 1 of the Minnesota Division of Homeland Security and Emergency Management Regions; (ii) an employee or official of a Utility located in Region 2 of the Minnesota Division of Homeland Security and Emergency Management Regions; (iii) an employee or official of a Utility located in Region 3 of the Minnesota Division of Homeland Security and Emergency Management Regions; (iv) an employee or official of a Utility located in Region 4 of the Minnesota Division of Homeland Security and Emergency Management Regions; (v) an employee or official of a Utility located in Region 5 of the Minnesota Division of Homeland Security and Emergency Management Regions; (vi) an employee or official of a Utility located in Region 6 of the Minnesota Division of Homeland Security and Emergency Management Regions; (vii) an employee or official of the Minnesota Rural Water Association; (viii) a representative from the Minnesota Section of the American Water Works Association; and (ix) a representative of the Minnesota Wastewater Operator's Association.
  - a. **Initial Voting Members.** The initial voting members representing the six regions of the Minnesota Division of Homeland Security and Emergency Management Regions shall be selected by the Steering Committee. The other three voting members shall be selected by the organization they represent.
  - b. **Subsequent Voting Members.** The appointment or election of subsequent voting members shall be done in accordance with bylaws to be adopted by the Statewide Committee.
  - c. **Terms.** The terms of the voting members shall be established by the bylaws to be adopted by the Statewide Committee.
  - d. **Changes.** The Statewide Committee may change the number or composition of the voting members in accordance with its bylaws.
2. **Advisory Members.** There shall be at least six (6) advisory members of the Statewide Committee who shall not be entitled to vote. The advisory member shall consist of a representative to be selected by each of the following organizations: (i) the Minnesota Pollution Control Agency; (ii) the Minnesota Department of Health; (iii) Minnesota Homeland Security and Emergency Management; (iv) the Association of Minnesota Emergency Managers; (v) the Minnesota Municipal Utilities Association; and (vi) the League of Minnesota Cities. The voting members of the Statewide Committee may change the number or composition of the advisory members in accordance with its bylaws. The terms of the advisory members shall be established by the bylaws of the Statewide Committee.
3. **Officers.** The Statewide Committee shall have the following officers: a Chair, a Vice-Chair and a Secretary. The initial officers shall be elected by the Statewide Committee at its first meeting. The terms of the initial officers and subsequently elected officers

Committee at the organizational meeting. A schedule of regular meetings may be changed from time to time as deemed necessary by the Statewide Committee.

- c. Special Meetings. Special meetings of the Statewide Committee may be called by the Chair and must be called by the Chair upon written request of two Statewide Committee members.
- d. Quorum. The Statewide Committee shall not take official action unless a majority of the voting members are present in person or via electronic communication.

#### **ARTICLE IV REQUESTS FOR ASSISTANCE**

- A. Party Responsibility. The Parties shall identify an Authorized Official and one or more alternates; provide contact information including 24-hour access; and maintain the resource information required contained in the member information form to be developed by the Statewide Committee. The Parties shall update this information as required by the bylaws.

In the event of an Emergency, a Party's Authorized Official may request Assistance from a Party's Utility. The Authorized Official must specifically state that Assistance is being requested under MnWARN to activate the provisions of this Agreement. Requests for Assistance can be made orally or in writing. When made orally, the request for Assistance shall be prepared in writing as soon as practicable. Requests for Assistance shall be directed to the Authorized Official of a Party. Specific protocols for requesting Assistance shall be established by the Statewide Committee.

- B. Response to a Request for Assistance. After a Party receives a request for Assistance, the Authorized Official should evaluate if resources are available to respond to the request for Assistance. Following the evaluation, the Responding Party's Authorized Official shall inform, as soon as possible, the Receiving Party's Authorized Official if it can provide Assistance. If Assistance is provided, the Responding Party shall inform the Receiving Party about the type of available resources and the approximate arrival time of such resources.
- C. Discretion of Responding Party's Authorized Official. Adoption of this Agreement does not create any duty to provide Assistance. When a Party receives a request for Assistance, the Authorized Official shall have absolute discretion to provide Assistance or to not provide Assistance. A Party's decision to provide Assistance or not provide Assistance shall be final. No Party nor any employee or officer of any Party shall be liable to any other Party or to any person for failure of any Party to furnish Assistance or for recalling Assistance.

#### **ARTICLE V RESPONDING PARTY PERSONNEL**

- A. National Incident Management System (NIMS). When providing Assistance under this Agreement, the Requesting Party's Utility and the Responding Party's Utility shall be organized and function under NIMS.
- B. Control. The personnel of a Responding Party providing Assistance shall be under the direction and control of the Receiving Party until the Responding Party's Authorized Official withdraws Assistance. The Receiving Party's Authorized Official shall coordinate response

activities with the Responding Party's Authorized Official. Whenever practical, Responding Party personnel should plan to be self sufficient for up to 72 hours.

- C. Food and Shelter. The Receiving Party shall supply reasonable food and shelter for Responding Party personnel for Assistance that is provided for more than 72 hours. If the Receiving Party is unable to provide food and shelter for a Responding Party's personnel, the Responding Party's Authorized Official or designee is authorized to secure food and shelter for its personnel and shall be entitled to reimbursement for such expenses from the Receiving Party. Reimbursement for food and shelter shall reflect the actual costs incurred by the Responding Party. If receipts are not available, the Responding Party cannot request reimbursement in excess of the State per diem rates for that area.
- D. Communication. The Receiving Party shall provide Responding Party personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communication among personnel providing Assistance.
- E. Status. Unless otherwise provided by law, the Responding Party's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.
- F. Licenses and Permits. To the extent permitted by law, Responding Party personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the Period of Assistance.
- G. Right to Withdraw. The Responding Party's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Receiving Party's Authorized Official as soon as possible.

## **ARTICLE VI COST REIMBURSEMENT**

Unless otherwise mutually agreed in whole or in part, the Receiving Party shall reimburse the Responding Party for each of the following categories of costs incurred while providing Assistance during the Period of Assistance.

- A. Personnel. A Responding Party shall be reimbursed for its actual costs paid to personnel providing Assistance during the Period of Assistance. The Responding Party's designated supervisor(s) must keep accurate records of work performed by personnel during the Period of Assistance. Reimbursement to the Responding Party must consider all personnel costs, such as salaries or hourly wages, including overtime, and costs for fringe benefits and indirect costs.
- B. Equipment. The Receiving Party shall reimburse the Responding Party for the use of equipment during a Period of Assistance pursuant to the Responding Party's rate schedule. If the Responding Party does not have a rate schedule, the rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Party uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Party must provide such rates in writing to the Receiving Party prior to supplying Assistance. Reimbursement for equipment not referenced on a Party's rate schedule or the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs.

**ARTICLE XII  
WITHDRAWAL**

A Party may withdraw from this Agreement by providing written notice of its intent to withdraw to the Statewide Committee Secretary. Withdrawal takes effect 60 days after notice is sent.

**ARTICLE XIII  
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Parties to this Agreement are encouraged to participate in mutual aid and assistance activities conducted under the State of Minnesota Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for Utilities through this Agreement if such a Program were established.

**ARTICLE XIV  
NEW MEMBERS**

Other Governmental Units may be added to this Agreement upon approval of their governing body as evidenced by adoption of the resolution attached as Exhibit I to this Agreement and execution by the Governmental Unit's authorized representatives. A Governmental Unit shall not become a Party to this Agreement until a certified copy of the resolution is received by the Statewide Committee Secretary. The Statewide Committee Secretary shall maintain a master list of all Parties to this Agreement.

**ARTICLE XV  
GENERAL PROVISIONS  
MODIFICATION**

- A. Modification. No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the Agreement. Modifications require a simple majority vote of the Parties to this Agreement. The Statewide Committee Secretary shall provide written notice to all Parties of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Parties.
- B. Signatory Indemnification. In the event of a liability, claim, demand, action or proceeding of whatever kind or nature arising out of a Period of Assistance, the Parties who receive and provide Assistance shall indemnify and hold harmless those Parties whose involvement in the transaction or occurrence that is the subject of such claim, action, demand or other proceeding is limited to execution of this Agreement.
- C. Prohibition on Third Parties and Assignment of Rights/Duties. This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and are without effect.
- D. Notice. A Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties to this Agreement shall

provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

- E. Effective Date. This Agreement shall be effective after approval by the Parties' governing body and execution by the Parties' authorized representatives.
- F. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- G. Captions. Article and section headings contained in this Agreement are included for convenience only and form no part of the Agreement among the Parties.
- H. Waivers. The waiver by a Party of any breach or failure to comply with any provision of this Agreement by another Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- J. Savings Clause. If any court finds any article, section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

City of \_\_\_\_\_, Minnesota

The City Council of \_\_\_\_\_, Minnesota duly approved this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Its Mayor

And: \_\_\_\_\_  
Its Clerk



**Cook County-Grand Marais Economic Development Authority**

**March 12, 2013**

**Grand Marais City Hall**

**Present:** Board members Don Davison, Mark Sandbo, Scott Harrison, Hal Greenwood, Abby Tofte, (Heidi Doo-Kirk arrived at 4:37 p.m.); Golf Course Manager Bob Fenwick; Golf Course Committee Member Tom Fredeen; Ryan Mixdorf and Luke Gulstrand; George Wilkes, Paul Nelson, Cindy Carpenter-Straub; Rhonda Silence.

**Absent:** Bob Spry

Meeting called to order at 3:00 p.m. by EDA Board Chair Mark Sandbo.

**Public Comment**

No public comment.

**Hearing on Cedar Grove Lot Sale**

Chair Mark Sandbo said the purpose of the hearing was to let the public know that the EDA is considering selling property and for the EDA to approve the sale and the concept of the business. Ryan Mixdorf and Luke Gulstrand of Fine Finish Painting were present. The men have submitted an offer on Lot 5, Block 7. This is the second lot down from the top of the business park. Scott Harrison asked if the city of Grand Marais or the EDA had any additional responsibilities regarding the lot sale. Chair Sandbo said no. On the buyer's part there was a requirement to pave the lot's driveway and parking area, however, that has been waived. Scott Harrison asked when a building would be constructed. Luke Gulstrand said within 2 - 5 years. They plan to clear the lot and begin site prep this year.

Hal Greenwood said when plans for the building are ready, Fine Finish needs to submit their design to the EDA for review by the Design Review Committee for approval. Gulstrand said they will not be building anything too elaborate, they just need space to mix paint, sandblast and paint indoors. He said they won't need public restrooms or lobby space.

Gulstrand asked about the status of the assessment for infrastructure at the business park. He said he understood that Fine Finish would not be responsible for that assessment. Mark Sandbo said that is correct. He said the point is to sell the lot to get it on the tax rolls. Sandbo said the funds from the sale will be applied toward the infrastructure bonds.

*Motion by Hal Greenwood, second by Don Davison to approve the lot sale. Motion carried, all ayes.*

Public meeting closed and regular meeting begun. Agenda reviewed. Discussion with the Cook County Local Energy Project was added to Cedar Grove Business Park.

*Motion by Hal Greenwood, second by Scott Harrison to approve agenda as adjusted. Motion carried, all ayes.*

Minutes of meeting on February 12, 2013 meeting reviewed.

*Motion by Scott Harrison, second by Hal Greenwood to approve February 12, 2013 meeting minutes. Motion carried, all ayes.*

### **Cook County Housing Administrator**

Nancy Grabko and Steve Grabko of Community Fundraising Solutions (CFS) were unavailable and submitted a written monthly report.

In the report was a letter from the Cook County Council on Aging (CCCOA) listing a number of things that need to be finished at the Grand Marais Senior Center. Warren Anderson, chair of the CCCOA asked that these things be completed ASAP. CFS explained that the insulation work was completed on February 23; a partition was ordered for the men's room; and siding and gutter issues will be completed in the spring. Final payment to Smith Construction is being held until all work is completed.

The board reviewed a resolution given to them by Nancy Grabko supporting an application to the Minnesota Housing and Finance Agency for family homelessness prevention and assistance program. Mark Sandbo said Grabko strongly recommended that the EDA endorse the resolution as it could benefit Cook County residents.

*Motion by Abby Taft, second by Don Davison to pass the resolution contingent on Cook County also approving it. Motion carried, all ayes.*

Cindy Carpenter-Straub was at the meeting and she turned in a loan application for commercial rehabilitation funds for the business she co-owns with her husband Ed Straub, Harbor House Grill. She said they hope to make their building more energy efficient. Mark Sandbo said he would give the application to CFS.

### **Superior National at Lutsen golf course**

Superior National at Lutsen Manager Bob Fenwick gave an update on SNL activities. He said Grounds Superintendent Mike Davies is continually monitoring and working on the golf course grounds. He said the course will likely be opening after May 1.

Fenwick said he had followed up with LHB Engineers on the EDA's SWPP plan. At the February meeting, the EDA approved the contract with LHB Engineers, but had some questions on the amount of the contract. The EDA was comfortable working with LHB since the firm is already working in the area on the Lake Superior-Lutsen Mountains water pipeline. Fenwick said the contract with LHB totals \$13, 625.

Fenwick also gave a follow-up on the water damage to the clubhouse. The golf course has received a check for \$58,000. When the repair work is completed, the course will receive another \$18,000, for a total of \$76,000. Fenwick submitted some invoices for payment from that money. He said he had been there almost every day and is pleased with the work.

*Motion by Scott Harrison, second by Don Davison, to pay the invoices for Service Master clean-up, Heavy Duty Sewing for a down-payment on carpeting and for County Heating & Plumbing for pipe, toilet and urinal repair. Motion carried, all ayes.*

Fenwick said he has been working on the SNL budget. He said 1 percent funds are mixed in with the current budget and he, Golf Pro Greg Leland and Mike Davies are working on getting it sorted out. He said SNL is in discussions with Cook County Visitors Bureau regarding marketing. Fenwick said last year SNL only spent \$20,000 on marketing. They intend to spend \$70,000 in 2013. Fenwick said SNL expects the increased marketing to manifest itself in increased rounds.

Fenwick said Golf Pro Leland is confident that he can boost merchandise sales in the coming year. Fenwick pointed out a new line item, for \$40,000, which will go into a sinking fund for reinvestment in the golf course. Don Davison said he appreciated all the work that went into the budget. He said this is the most work he has seen put into the golf course budget for a long time. *Motion by Don Davison, second by Abby Tofte to approve the Superior National at Lutsen budget as presented. Motion carried, all ayes.*

Construction will begin at the golf course and on the pipeline on or around the beginning of July. Fenwick said it will have some impact on golf course operations and likely revenue. He said it was decided to lower rates slightly to make up for the impact on golfers. Fenwick also said that SNL will try really hard to avoid discount rounds because of the lower rates during construction.

Fenwick said there are a few more details to be worked out before construction begins, but he said things are progressing well. He said the plan includes a \$400,000 contingency fund.

Financials for Superior National at Lutsen were reviewed. Fenwick asked why there is a \$9,000 payable to DEED on the golf course financials. Scott Harrison noted that some of the items on the accounts payable summary are really old. He said he would investigate those items.

*Motion by Hal Greenwood, second by Don Davison to accept the golf course financial reports. Motion carried, all ayes.*

### **Cedar Grove Business Park**

George Wilkes and Paul Nelson of the Cook County Local Energy Project (CCLEP) returned to the EDA to ask about the possible purchase of Lot 6. As suggested at a previous meeting, they looked at Lot 7, but have determined that Lot 6 better meets their needs for a proposed biomass facility. They asked if the EDA would consider holding Lot 6 for the biomass project. They said they understood that there were concerns that the biomass facility would look too industrial for the lot at the entrance to the business park. Paul Nelson shared photos of some biomass heating plants that were aesthetically pleasing. Nelson said a great example is a district heating plant in downtown St. Paul. George Wilkes answered concerns about emissions from the plant. He said there would be virtually no smoke, perhaps only a steam plume in the winter. Regarding traffic, Wilkes said there would be 2.5 truckloads per week, less in the summer and more in the winter. He also said they could screen the view from the road with vegetation. Wilkes said another idea under consideration is a partnership with the Northwoods Foods Project to construct a community garden, with a greenhouse that could possibly use ash from biomass. Asked about funding for purchase of the lot and construction of the facility, Wilkes said they were optimistic because the project met criteria from several funding entities. It has potential for job creation, is environmentally friendly, and has some forest management benefits. Paul Nelson said they had non-binding letters of intent from the school and hospital to be involved. Nelson added that the EDA would be able to offer new tenants the opportunity to link to the biomass system.

Hal Greenwood asked if the plant would only burn wood. He said he was aware of plants that burned garbage. George Wilkes said at this time they are only considering wood because there were potential emission problems with burning trash. The board also asked if there was enough wood in the forest to sustain the plant. Paul Nelson said there seems to be and that the Forest Service is excited about the project. Mark Sandbo asked if there would be protests from environmental groups. Nelson said he didn't think so as they had been working with these groups

with the Firewise program for years. Don Davison said he was very concerned about the aesthetics. He said the EDA is still trying to get Como Oil & Propane to install the screening it said it would erect. Paul Nelson said all of the questions asked by the EDA were good ones and many will be answered by Phase 2 of the biomass feasibility study.

Mark Sandbo said the EDA would have to hold a public hearing before any lot sale and the community would have the chance to weigh in on the matter. Scott Harrison said if the EDA moved ahead, it would want an option price. They noted that the purpose of selling lots at a deep discount is to get properties on the tax rolls, but if the biomass plant was operated by the Grand Marais PUC, it would be tax-exempt. Sandbo said the EDA could not hold the lot unless some money was put down on it, but he also said no one else has expressed interest for quite some time. He said the EDA could contact CCLEP if there was interest from others in the lot.

Sandbo reported that the League of Minnesota Cities continues to assist the EDA in the negotiations with SEH Engineers regarding the CGBP.

#### **Resource Development Council**

The EDA received a thank you letter from Phil Bonin of Arrowhead Locksmith. Bonin completed locksmith training with the help of an EDA/RDC scholarship. He has returned his scholarship funding to the EDA/RCD, through Cook County Higher Education. Don Davison, the Higher Ed/RDC liaison said it is nice to hear from a successful student.

#### **Financials**

Financials were reviewed for the Cook County-Grand Marais Economic Development Authority for February 2013. *Motion by Hal Greenwood, second by Don Davison, to accept the Cook County-Grand Marais Economic Development Authority financial statements for February 2013. Motion carried, all ayes.*

The board reviewed invoices in the packet.

*Motion by Don Davison, second by Hal Greenwood, to approve invoices presented. Motion carried, all ayes.*

Treasurer Scott Harrison is looking through EDA and golf course financials to see if anything was paid by either entity that should have come out of 1 percent recreation and infrastructure tax.

A request for an advance on the EDA levy was tabled as it is not needed for now.

#### **Other matters that may come before the board**

None.

Motion by Hal Greenwood, second by Don Davison to adjourn at 4:32 p.m.

Respectfully submitted by

*Rhonda Silence*

*Minutes & More*

## GRAND MARAIS LIBRARY MINUTES: 3/4/2013

### Meeting Date: 3/4/13

**Call to Order:** The meeting of the Grand Marais Library Board was called to order at 5:30 p.m. by president Audrey Stattelman, at the Grand Marais Library.

**Attendance:** Board members in attendance included: Sally Berg, Dawn Byholm, Brienne Moody, Jan Sivertson, Audrey Stattelman, and Clara Weitz. Linda Chappell, Library Director, was also present at the meeting. Absent: Garry Gamble and Jay Arrowsmith-Decoux.

**Introduction of Visitors:** Tom Knutson, the new technician-computer maintenance staff member was introduced to the board. Chappell reported that Knutson was also interested in performing some front desk tasks as needed. Knutson is also the Co-manager of Shoreline Inn in Grand Marais.

**Additions to the Agenda:** Chappell noted that the vote on the Internet Policy needed to be added to the agenda. With that addition, Berg/Byholm made a motion and second to approve the agenda. The motion passed.

### Approval of Minutes

Byholm noted that the list of members in attendance at the February meeting was not included in the minutes and that David Quick was only in attendance until after the election of officers, when the meeting leadership was transferred to Byholm, Vice chair of the board.

Byholm/Sivertson made a motion and second to approve the minutes as corrected. The minutes were approved.

### Financial Report

Chappell reported that at this time the budget is on track in all areas. The only expenditure beyond the budget amount is the advertising budget. Chappell also reported that maintenance costs are up until we are completely settled in the building. The 215 and 216 special fund accounts are still gaining interest.

Chappell stated that she had received notice from the Duluth Superior Foundation with a financial recap for 2012. There is a \$515.00 grant available to the Grand Marais Library based on our earnings. This grant could be paid out to us but Chappell stated in the past we have put the earnings into the endowment. Our current balance with the Duluth Superior Foundation is \$26,992.16. In the past the board worked to get the value of the investment up to \$25,000.00, the minimum allowed in order to receive a yearly pay-out.

Chappell explained that we usually get money from the Arrowhead Library System each year based on a formula. This money is called "Best Sellers Account" and the intent is to provide funds for individual libraries to purchase hot new titles for their collections. This year we received \$744.00 and had the option to get a check or sign it over to help enlarge the Overdrive eBook collection. Chappell explained that she is planning to turn the money over to ALS to purchase more e-book titles because the demand for this download service is rapidly increasing. Chappell went on to explain that the city/county let the library raise our book budget this year so we can afford to expand the eBook opportunities. It was mentioned that Arrowhead Library System couldn't keep funding

## **GRAND MARAIS LIBRARY MINUTES: 3/4/2013**

all of the eBooks purchases forever. There was further explanation of how the eBook system works. The use of eBooks is evolving and changing. Stattelmann mentioned that we discuss them further in the future.

Chappell stated that most years we also get "Crossover" money from Arrowhead Library System. Our pay-out for 2013 is \$4,610. It can be used for many different things including software, computers, wages for special projects, continuing education for library staff, etc.

### **Approval of Bills**

Chappell shared the list of expenses for the month. She explained some of the line items, including the book/AV/magazine line. Arrowhead Library System negotiates discount rates for book purchases from suppliers, including Baker and Taylor.

The COMO and Century Link bills are on the bills sheet. The additional billing from each was due to unusual circumstances in the billing cycle.

Byholm /Sivertson made a motion/second to approve the bills. The motion passed.

Byholm suggested that the library consider showing movies to the public.

### **Director's Report**

The Director's Report is attached to this report.

Appreciation Celebration: Chappell reported that there would be an appreciation cake for retiring employee, Alicia Deschene, on March 29<sup>th</sup>. Stattelmann will get a card to Chappell and the board should stop by the library and sign it. The board members can leave a monetary gift if they wish.

New Employee and Personnel: Chappell stated that Tom Knutson is a nice addition to the library staff. He expressed that Alicia Deschene had documented many things in writing, which makes his job easier. Knutson is working 20 hours per week but will likely increase up to 25 during the summer. Patsy added five more hours per week this month changing from 25 to 30 hours per week, in order to catalog books. Another employee who is scheduled for 30 hours per week has been working 25 hours due to lower demand in the winter. She is learning how to delete things from the catalog. Chappell will monitor the work load and hours to see if we need to request additional staff funding for 2013.

Strategic Plan: The current plan is good until 2014. Chappell stated that the main objective was to get the building completed. Now we need to revisit the strategic plan and set new goals. The intent was for it to be three years long and then be updated. Originally it took two full day- long retreats to create it. The update shouldn't take nearly as long. Right now fall would be a good time to tackle this update.

FYI: In response to a question from the previous meeting, Chappell reported that the propane tank is a 500-gallon tank.

## GRAND MARAIS LIBRARY MINUTES: 3/4/2013

### Committee Reports

There were no committee reports. New members expressed interest in some of the existing committees. Dates for meetings were discussed.

Financial: Gamble, Arrowsmith-Decoux and Stattleman

Interior Design: Sivertson, Stattelmann, Byholm, Chappell, Moody

Emergency Preparedness: Berg, Stattleman, Chappell

### Meeting Dates:

Financial: TBD

Interior Design: Second week in April

Emergency Preparedness: March 15<sup>th</sup> 2:00

### Communications:

Chappell read a positive Thank You note received from Bob Carter thanking her and her staff for, "The best library anywhere!" His comments are appreciated.

### Library Friends Liaison Report

Clara Weitz reported that donations for used books in the library entry really add up as income for Library Friends. From July to Dec. this year the amount was \$2400.00. Suggested donation amounts are \$2.00 for hard cover books and \$1.00 for paperbacks. With the number of visitors to Cook County, she stated that it helps them get something to read even though they don't have library cards.

Normally this would be the time of year for the spring newsletter and membership guide to come out. The Library Friends will wait until June this year since many members are gone this time of year. The Library Friends Board thought that delaying the membership drive may encourage members to get in on the "members only" night for the books sale.

The Library Friends Board meeting is March 11 at 4:15 at city hall. Weitz reported that the Library Friends meet as needed, about five times per year.

### Unfinished Business

- Dates for Committee Meetings – Financial, Emergency Management and Interior Design

- Water Abatement – next steps & timeline

Chappell will talk to Rick Crawford since he did the original work. She will get quotes from local contractors for resolving the problem.

WI-FI Internet Policy: The city attorney, Chris Hunt, added one line to the policy, which resulted in no significant change to the policy. Motion and second made by Sivertson/Byholm to approve the WIFI Policy. The motion passed.

### New Business

There was no new business.

Meeting Adjournment: Stattelmann adjourned the meeting at 6:45.

## **GRAND MARAIS LIBRARY MINUTES: 3/4/2013**

### **Director's Report Grand Marais Public Library**

**Date: March 4, 2013**

**Ventriloquist, James Wedgwood** will perform at the Grand Marais Library on Friday, March 8 at 6:00 p.m. Outrageous characters and hilarious comedy for all ages. This FREE family event is funded by Minnesota's Arts and Cultural Heritage Fund.

**Annual State Report for 2012** is due at the State Office of Libraries by April 1, 2013. I will be submitting our statistics from last year to the online library data site. This Information is used as a basis for continued funding for various library projects. Our Five Star rating for the last five years was also based on these figures.

**The Duluth-Superior Symphony** will present "The Timeless Beauty of Harp and Flute" at the Grand Marais Library on Saturday, March 16 at 4:00 p.m. Janell Lemire and Betty Braunsteinm will perform harp and flute duets. This program is aimed at adults, but everyone is welcome. This FREE event is funded by Minnesota's Arts and Cultural Heritage Fund.

**Alicia Deschene** is on vacation during the month of March and will retire on April 1, 2013. She has worked for the library for nineteen years. In that time she has taught herself how to catalog books and repair and maintain our growing flock of computers, which now number twenty three. I appreciate all of her hard work and dedication over the years. We will miss her, but she has lots of fun planned with her grandchildren to keep her busy.

**Tom Knutson** was hired this month as our new Library Technician. He had several training sessions with Alicia and has already started looking after the computers. I planned for him to have a month of overlap with Alicia, but life intervened and he will have to use his skills and curiosity to solve problems as they arise. Tom will also be working at the front desk for several shifts per week. He and his wife currently manage the Shoreline Motel. Welcome Tom.

## **Approved Minutes-Park and Recreation Board**

**Tuesday, March 5, 2013**

**Members Present:** Walt Mianowski, Robin Duchien, Bill Lenz, Sally Berg and Tracy Benson

**Members Absent:** Paul Anderson

**Staff Present:** Dave Tersteeg and Samantha Williams

### **Call to Order**

Mianowski called the meeting to order at 4:30pm

### **Additions or Corrections to Agenda**

A motion by Lenz to approve the agenda, second by Berg. All ayes, motion approved

### **Review February Minutes**

Motion by Berg to approve the February minutes, second by Lenz. All ayes, motion approved

### **Guests**

Jane Howard, Peter Henrikson and Jessa Frost

### **Pool Report:**

Tersteeg reported revenue for the month of February was pretty much even with last year, albeit down \$22. Visitation for the month was down 9% from 2012 (1583 vs. 1735). Walk-ins, fitness classes and swim lessons generated the main revenue for the month. Great Expectations School is done with swim lessons for the year; I.S.D. 166 lessons will begin in April. This spring, we hope to offer a Water Babies class (6 months and up) for parents and their toddlers. There were a number of inquires for this level of class after an Aqua-Tot session (3-5 year olds) was posted and taught in February. The pool will not be closing this spring for annual maintenance; Sundays will be deep cleaning days. Tersteeg informed the board the new YMCA pool will have UV filtration, a "zero-depth" entry lane for toddlers to play in and water temperature will be determined by the YMCA board of directors.

### **Community Connection Project – pedestrian bridge design:**

Timber frame instructor Peter Henrikson and North House Folk School (NHFS) staffer Jessa Frost joined the discussion of bridge options that began last month. After the February meeting, timber framed, pedestrian bridge design concepts were widely circulated in the community and the vast majority of input from citizens supported the covered design. Working with the NHFS, staff has refined the design and costs into a package price roughly \$8,000. The folk school would instruct high school students from both Cook County and Silver Bay in timber framing and they would build the bulk of the bridge. Park staff would finish out the roof, deck and railings. Mianowski stated he still likes the covered bridge and teaming up with the NHFS and local students; he also likes tamarack for its longevity. To date, a local source for tamarack beams has not been found. Hedstrom's Lumber could supply pine timbers. Berg also liked the covered bridge, but wondered if so much of the bottom section needed to be covered up. Lenz concurred and asked if the exterior knee-wall was needed along the sides of the bridge. Henrikson explained it helps protect the timbers and joinery, but is not required, especially if tamarack timbers were used. Another option to protect the uncovered pine from decay would be to cut the joinery and then send the timbers to be pressure treated; this would increase the cost and was not seriously considered. Duchien didn't like the look of either of the bridge options, feeling they were too big and boxy looking. She offered some photos of other bridge options depicting more open, arching designs. The NHFS would not be able to participate in these types of designs. A motion was made by Berg to go with the covered bridge, built by NHFS and students, with a preference to keep the lower timber-frame detail exposed, second by Lenz. Duchien asked about cost and Tersteeg explained the \$8000 covers the cost of materials and NHFS overhead and instructor time. All agreed the bridge would look better if the bottom was not so boxy and enclosed. The motion passed with all ayes.

### **Camper /Boater Issues and Concerns:**

None

### **Marina/Mooring Harbor Report:**

None

### **City Council Update:**

Lenz reported that the City Council has voted to approve the partnership agreement with the DNR to proceed with building out the Parkside Public Water Access project. Exactly when upgrades to the access by the Dog Pound will happen is unclear, but perhaps in the next year or two. The DNR is hoping to appropriate funds in the 2014-15 budget cycle currently being considered by the legislature. The agreement is for a 25+ year partnership.

Lenz also reported that currently there is no money available to build a new ball field up near the community center due to costs of the YMCA project. He speculated that when we want the land our current ball field (in the park) occupies for sites, we will remove the ball field and the county will be left with one less field. All agreed this will not happen anytime soon and that perhaps there is hope for building a replacement field once the YMCA budget is settled. Tersteeg suggested county ball players band together and apply for 1% funding, similar to the efforts of the hockey folks.

### **Parks Update:**

- Reservations and revenue for the first two months of 2013 indicate a promising summer season; year-to-date dollar-wise, we are up about 23% over 2012. January and February have been very solid for reservations.
- The magazine *Midwest Living* recently contacted Tersteeg and informed him we have been selected as one of 5 "Super Campgrounds" that will be featured in their upcoming June issue. Our location on Lake Superior, next to downtown Grand Marais, was a leading factor for the honors.
- If the weather cooperates, the park may be looking at a mid to end of April opening. Recall letters have been sent out to seasonal staff. Facilities manager Wickwire has been busy with winter projects and is currently constructing a new sign for Gunflint Hills Golf Course. Golf Superintendent Kunshier should be making his way back north next month.

### **Adjourn**

Motion to adjourn at 5:15 pm by Mianowski. These minutes will be reviewed for approval at the April meeting.

**April meeting is Tuesday, April 2nd at 4:30 in the Park Office. Please contact the Park Office if you cannot attend, 387-1712.**

## Upcoming Meeting Schedule

Updated April 5, 2013

### APRIL

Date/Time	Meeting	Location
Wednesday, April 10, 3:00 pm.	PUC Biomass Report	Council Chambers
Wednesday, April 10, 4:30 p.m.	City Council Meeting	Council Chambers
Wednesday, April 24, 4:30 p.m.	City Council Meeting	Council Chambers

### MAY

Date/Time	Meeting	Location
Wednesday, May 8, 4:30 p.m.	City Council Meeting	Council Chambers
Thursday, May 23, 4:00 p.m.	Joint C/C/S/T	Grand Portage
Wednesday, May 29, 4:30 p.m.	City Council Meeting	Council Chambers