

AGENDA  
CITY COUNCIL MEETING  
May 29, 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. Golf Course Greens Mower Purchase

F. Personnel

- Liquor Store Hire
- Park Hire

G. Farm and Craft Market

H. Ravenwood Preliminary Plat

I. Oswald Assessment Deferral

J. Bond Refunding—Ehlers

K. Resolution 2013-08, Authorizing Sale of MetLife Stock

L. Other items as necessary

M. Council & Staff Reports

N. Attached correspondence:

1. Other Meeting Minutes
2. Upcoming Meeting Schedule

O. Adjourn

*CITY OF GRAND MARAIS  
MINUTES  
May 8, 2013*

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

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

Members absent: None

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 Kennedy, seconded by Lenz to approve the Agenda; April 10, 2013, Minutes; Payment of Bills; Arrowhead Chapter of MN Deer Hunters Association Raffle Permit; First Congregational United Church Pets for Vets Raffle Permit; and Gichigami Express Sled Dog Race Raffle Permit. Approve unanimously.**

Danna MacKenzie, Cook County IT, spoke about the Verizon/Cook County Tower Replacement Project land use application. The height of the new tower will be the same as the tower they are replacing: 350'.

**Motion by Lenz, seconded by Spry to approve the Verizon/Cook County Tower Replacement Land Use Permit. Approved unanimously.**

Matt Geretschlaeger and Baiers Heeren, Superior Ziplines, LLC, requested temporary storage of blast rock on the former burn pile site. City Attorney Hood prepared a draft at the request of the Council at the last meeting. The developer agrees to the license agreement.

**Motion by Kennedy, seconded by Lenz to approve the Temporary Rock Storage License Agreement between the City of Grand Marais and Superior Ziplines, LLC. Approved unanimously.**

Heeren, Superior Ziplines LLC, explained that SBA Guaranteed Loan is requiring the City to release its right of first refusal to purchase the property as a condition of their financing. Council discussed whether the first right of refusal is still necessary. There was a concern of speculation if the project did not go forward. The project is moving forward subject to financing. Council decided that they would release the first right of refusal effective the date of loan closing.

**Motion by Carlson, seconded by Spry to authorize and direct the Mayor and the City Administrator to execute a release and termination of that certain right of first refusal agreement between the City of Grand Marais and Superior Ziplines LLC recorded in the Cook County Recorder's Office and provide the same to Superior Ziplines LLC contingent or effective at the time of Superior Ziplines LLC funding of its SBA Guaranteed Loan. Approved unanimously.**

Carolyn Drude, Ehlers Inc., explained the pre-sale report for the \$3,485,000 General Obligation Refunding Bonds, Series 2013A; and \$ 1,380,000 Electric System Revenue Refunding Bonds, Series 2013B. The purpose of this refunding is to save money. The \$ 3,485,000 GO Refunding Bond will refund the callable maturities of the \$ 710,000 GO Improvement Bonds, Series 2004A, \$895,000 GO Improvement Bonds Series 2005C, \$ 372,000 GO Sewer Revenue Bond 2006, and \$ 2,695,000 GO Improvement Bonds Series 2008A. Interest rates on the obligations proposed to be refunded are 3.5% to 5/1%. The refunding is expected to reduce overall interest expense by approximately \$ 427,500 over the next 23 years. The Net Present Value Benefit of the refunding is estimated to be \$ 346,500, exceeding 9.3% of the refunded debt.

The \$ 1,380,000 Electric System Revenue Bonds, Series 2013B will refund the callable maturities of the \$ 815,999 Electric System Revenue Bonds, Series 2004B and the \$940,000 Electric System Revenue Bonds, 2005B. Interest rates on the obligations proposed to be refunded are 4.1% to 4.8%. The refunding is expected to reduce electric utility interest expense by approximately \$ 115,600 over the next 10 years. The Net Present Value Benefit of the refunding is estimated to be \$ 94,700, exceeding 6.3% of the refunded debt.

**Motion by Lenz, seconded by Sivertson to approve Resolution 2013 -07 Providing for the Sale of \$ 3,485,000 General Obligation Refunding Bonds, Series 2013A. Approved unanimously.**

The Gunflint Trail Association is requesting that the City commit \$1,500 toward the renovation of the Gunflint Trail Sign.

**Motion by Lenz, seconded by Kennedy to allocate \$1,500 toward the renovation of the Gunflint Trail Sign. Approved unanimously.**

**Motion by Kennedy, seconded by Lenz to refer the Ravenwood Preliminary Plat to the Planning Commission. Approved unanimously.**

**Motion by Spry, seconded by Lenz to hire Bethany Peterson as Seasonal Pool Attendant. Approved unanimously.**

**Motion by Kennedy, seconded by Lenz to hire Tanner Hoskins as Seasonal Washroom Custodian. Approved unanimously.**

**Motion by Lenz, seconded by Kennedy to approve the Cooperative Fire Protection Agreement between the Grand Marais Volunteer Fire Department and the USDA, Forest Service Superior National Forest. Approved unanimously.**

Councilor Lenz' Report:

- 1) The Golf Course will be open around Memorial Day. Five greens are in bad shape due to the freeze and thaw that happened this spring.
- 2) Pool Summer hours go into effect June 1<sup>st</sup>.
- 3) The YMCA will be toured on May 10<sup>th</sup>.

- 4) Park Reservations are up 30% over last year.
- 5) The Active Living Steering Committee is discussing a "Borrow a Bike" program and possible liability issues.
- 6) The Community Connection will have 5 pools: however, there is not much water in it at the moment.

The Joint City/County/School/Tribe Meeting is scheduled for May 23<sup>rd</sup> at 4:00 p.m. in Grand Portage.

There being no further business, the meeting adjourned at 5:30 p.m.



**CITY OF GRAND MARAIS**

05/17/13 10:54 AM

Page 1

**Payments**

Current Period: May 2013

Batch Name 051713 CPAP Payments  
 User Dollar Amt \$68,115.51  
 Computer Dollar Amt \$68,115.51

\$0.00 In Balance

Refer	60090 PERA	Ck# 002125E 5/17/2013		
Cash Payment	G 101-21704 PERA			\$4,408.10
Invoice	10 CPYR 13 5/17/2013			
Transaction Date	5/14/2013	MAIN CHECKING G 10100	<b>Total</b>	\$4,408.10
Refer	60091 ING	Ck# 002126E 5/17/2013		
Cash Payment	G 101-21720 MN State Retirement DeferC			\$383.50
Invoice	10 CPYR 13 5/17/2013			
Transaction Date	5/14/2013	MAIN CHECKING G 10100	<b>Total</b>	\$383.50
Refer	60092 DEPT OF THE TREASURY IRS	Ck# 002127E 5/17/2013		
Cash Payment	G 101-21703 FICA Tax Withholding			\$3,908.60
Invoice	10 CPYR 13 5/17/2013			
Cash Payment	G 101-21717 Medicare			\$919.44
Invoice	10 CPYR 13 5/17/2013			
Cash Payment	G 101-21701 Federal Withholding			\$2,738.90
Invoice	10 CPYR 13 5/17/2013			
Transaction Date	5/14/2013	MAIN CHECKING G 10100	<b>Total</b>	\$7,566.94
Refer	60093 MN DEPT OF REVENUE-EFTPS	Ck# 002128E 5/17/2013		
Cash Payment	G 101-21702 State Withholding			\$1,326.67
Invoice	10 CPYR 13 5/17/2013			
Transaction Date	5/14/2013	MAIN CHECKING G 10100	<b>Total</b>	\$1,326.67
Refer	60094 CENTURYLINK			
Cash Payment	E 211-45500-321 Telephone			\$199.12
Invoice	2183871140 5/1/2013			
Cash Payment	E 101-45100-321 Telephone			\$46.66
Invoice	2183871275 5/1/2013			
Cash Payment	E 609-49750-321 Telephone			\$58.94
Invoice	2183871630 5/1/2013			
Cash Payment	E 101-41400-321 Telephone			\$331.48
Invoice	2183871848 5/1/2013			
Cash Payment	E 211-45500-310 Service Agreements			\$47.94
Invoice	2183872562 5/1/2013			
Cash Payment	E 101-43100-321 Telephone			\$46.66
Invoice	2183873125 5/1/2013			
Cash Payment	E 101-42200-321 Telephone			\$30.87
Invoice	2183879092 5/1/2013			
Cash Payment	E 613-45125-321 Telephone			\$47.75
Invoice	2183879988 5/1/2013			
Cash Payment	E 101-45100-321 Telephone			\$332.56
Invoice	2183871712 5/1/2013			
Transaction Date	5/14/2013	MAIN CHECKING G 10100	<b>Total</b>	\$1,141.98
Refer	60095 COCA-COLA REFRESHMENTS			
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa			\$150.16
Invoice	0658023619 5/8/2013			



City of Grand Marais

# CITY OF GRAND MARAIS

## Payments

05/17/13 10:54 AM

Page 2

Current Period: May 2013

Transaction Date	5/14/2013	MAIN CHECKING G	10100	Total	\$150.16
Refer	60096 <u>JOHNSON BROTHER LIQUOR</u>				
Cash Payment	E 609-49750-251 Liquor For Resale				\$8,651.14
Invoice	1565586 5/8/2013				
Cash Payment	E 609-49750-333 Freight and Express				\$285.45
Invoice	1565586 5/8/2013				
Cash Payment	E 609-49750-252 Beer For Resale				\$39.25
Invoice	1565587 5/8/2013				
Transaction Date	5/14/2013	MAIN CHECKING G	10100	Total	\$8,975.84
Refer	60097 <u>PHILLIPS WINE &amp; SPIRITS</u>				
Cash Payment	E 609-49750-251 Liquor For Resale				\$5,292.62
Invoice	2418867 5/8/2013				
Cash Payment	E 609-49750-333 Freight and Express				\$167.91
Invoice	2418867 5/8/2013				
Transaction Date	5/14/2013	MAIN CHECKING G	10100	Total	\$5,460.53
Refer	60098 <u>WINE MERCHANTS</u>				
Cash Payment	E 609-49750-251 Liquor For Resale				\$728.00
Invoice	454470 5/8/2013				
Cash Payment	E 609-49750-333 Freight and Express				\$20.56
Invoice	454470 5/8/2013				
Transaction Date	5/14/2013	MAIN CHECKING G	10100	Total	\$748.56
Refer	60099 <u>DR PEPPER SNAPPLE GROUP</u>				
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa				\$67.50
Invoice	2436813708 4/1/2013				
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa				\$93.00
Invoice	2872000409 4/29/2013				
Transaction Date	5/14/2013	MAIN CHECKING G	10100	Total	\$160.50
Refer	60100 <u>VISA</u>				
Cash Payment	E 101-41400-330 Transportation/School	GTS Educational Fee			\$225.00
Invoice	54598440 5/2/2013				
Cash Payment	E 101-41400-330 Transportation/School	Grand View Lodge & Tennis			\$244.66
Invoice	585RC 5/2/2013				
Transaction Date	5/14/2013	MAIN CHECKING G	10100	Total	\$469.66
Refer	60101 <u>MII LIFE- HRA</u>	<u>Ck# 002131E 5/16/2013</u>			
Cash Payment	E 609-49750-131 Employer Paid Health	PH			\$107.97
Invoice	10 cpyr 5/14/2013				
Cash Payment	E 604-49590-131 Employer Paid Health	MT			\$22.99
Invoice	10 cpyr 5/14/2013				
Transaction Date	5/14/2013	MAIN CHECKING G	10100	Total	\$130.96
Refer	60102 <u>MII LIFE-FLEX</u>	<u>Ck# 002132E 5/16/2013</u>			
Cash Payment	G 101-21713 Flex Plan Spending				\$46.29
Invoice	10 cpyr 5/14/2013				
Transaction Date	5/14/2013	MAIN CHECKING G	10100	Total	\$46.29
Refer	60103 <u>AFSCME</u>				
Cash Payment	G 101-21712 AFSME Union Dues				\$668.72
Invoice	MAY 2013 5/31/2013				



**CITY OF GRAND MARAIS**

05/17/13 10:54 AM

Page 3

**Payments**

Current Period: May 2013

Transaction Date	5/14/2013	MAIN CHECKING G	10100	<b>Total</b>	\$668.72
Refer	60104 <i>PETTY CASH - GOLF COURSE</i>				
Cash Payment	G 613-10300 Change Fund				\$500.00
Invoice Change Fund	5/14/2013				
Transaction Date	5/14/2013	MAIN CHECKING G	10100	<b>Total</b>	\$500.00
Refer	60115 <i>SUNNY HILL DISTRIBUTORS INC.</i>				
Cash Payment	E 609-49750-251 Liquor For Resale				\$1,184.10
Invoice 285359	5/14/2013				
Cash Payment	E 609-49750-259 Other For Resale				\$44.48
Invoice 285359	5/14/2013				
Cash Payment	E 609-49750-333 Freight and Express				\$64.60
Invoice 285359	5/14/2013				
Cash Payment	E 609-49750-251 Liquor For Resale				\$373.99
Invoice 285354	5/14/2013				
Transaction Date	5/14/2013	MAIN CHECKING G	10100	<b>Total</b>	\$1,667.17
Refer	60116 <i>BERNICKS</i>				
Cash Payment	E 609-49750-252 Beer For Resale				\$4,152.76
Invoice 338835	5/2/2013				
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa				\$56.75
Invoice 338834	5/2/2013				
Cash Payment	E 609-49750-252 Beer For Resale				-\$38.88
Invoice 338836	5/2/2013				
Cash Payment	E 609-49750-252 Beer For Resale				\$3,358.70
Invoice 339883	5/9/2013				
Cash Payment	E 609-49750-252 Beer For Resale				\$2,694.30
Invoice 340951	5/16/2013				
Cash Payment	E 609-49750-259 Other For Resale				\$57.50
Invoice 340950	5/16/2013				
Transaction Date	5/17/2013	MAIN CHECKING G	10100	<b>Total</b>	\$10,281.13
Refer	60117 <i>SOUTHERN WINE &amp; SPIRITS OF M</i>				
Cash Payment	E 609-49750-251 Liquor For Resale				\$3,894.59
Invoice 1033902	5/16/2013				
Cash Payment	E 609-49750-333 Freight and Express				\$80.50
Invoice 1033902	5/16/2013				
Transaction Date	5/17/2013	MAIN CHECKING G	10100	<b>Total</b>	\$3,975.09
Refer	60118 <i>SUPERIOR BEVERAGES LLP</i>				
Cash Payment	E 609-49750-252 Beer For Resale				\$1,164.40
Invoice 425705	5/1/2013				
Cash Payment	E 609-49750-252 Beer For Resale				\$3,604.00
Invoice 426141	5/8/2013				
Cash Payment	E 609-49750-259 Other For Resale				\$23.25
Invoice 426141	5/8/2013				
Cash Payment	E 609-49750-252 Beer For Resale				\$1,465.35
Invoice 425705	5/1/2013				
Transaction Date	5/17/2013	MAIN CHECKING G	10100	<b>Total</b>	\$6,257.00
Refer	60119 <i>WIRTZ BEVERAGE MINNESOTA</i>				



**CITY OF GRAND MARAIS**

05/17/13 10:54 AM

Page 4

**Payments**

Current Period: May 2013

Cash Payment	E 609-49750-251 Liquor For Resale		\$4,067.35
Invoice	1080037890	5/14/2013	
Cash Payment	E 609-49750-259 Other For Resale		\$25.51
Invoice	1080037890	5/14/2013	
Cash Payment	E 609-49750-333 Freight and Express		\$100.21
Invoice	1080037890	5/14/2013	

Transaction Date	5/17/2013	MAIN CHECKING G 10100	<b>Total</b>	\$4,193.07
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Refer 60120 ROHLFING INC.

Cash Payment	E 609-49750-252 Beer For Resale		\$3,000.94
Invoice	378979	5/1/2013	
Cash Payment	E 609-49750-259 Other For Resale		\$50.60
Invoice	378979	5/1/2013	
Cash Payment	E 609-49750-252 Beer For Resale		\$2,136.10
Invoice	379269	5/8/2013	
Cash Payment	E 609-49750-259 Other For Resale		\$8.50
Invoice	379269	5/8/2013	
Cash Payment	E 609-49750-252 Beer For Resale		\$4,370.20
Invoice	379584	5/15/2013	
Cash Payment	E 609-49750-259 Other For Resale		\$37.30
Invoice	379584	5/15/2013	

Transaction Date	5/17/2013	MAIN CHECKING G 10100	<b>Total</b>	\$9,603.64
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**Fund Summary**

	10100 MAIN CHECKING GMSB	
101 GENERAL FUND		\$15,658.11
211 LIBRARY		\$247.06
604 ELECTRIC		\$22.99
609 MUNICIPAL LIQUOR FUND		\$51,639.60
613 GOLF COURSE		\$547.75
		<u>\$68,115.51</u>

Pre-Written Checks	\$13,862.46
Checks to be Generated by the Computer	\$54,253.05
<b>Total</b>	<u>\$68,115.51</u>



# CITY OF GRAND MARAIS

05/24/13 1:49 PM

Page 1

## Payments

City of Grand Marais

Current Period: May 2013

Batch Name	5302013AP	User Dollar Amt	\$54,149.48
	Payments	Computer Dollar Amt	\$54,149.48
			\$0.00 In Balance

Refer	60144	COOK COUNTY LAW ENFORCEME	
Cash Payment	E 101-42100-317	Contracted Services	\$11,666.67
Invoice	231	5/20/2013	
Transaction Date	5/20/2013	MAIN CHECKING G 10100	<b>Total</b> \$11,666.67

Refer	60145	HANSON, CHRISTINE	
Cash Payment	E 101-41400-210	Operating Supplies (GE	\$64.42
Invoice	COFFEE	5/11/2013	
Transaction Date	5/20/2013	MAIN CHECKING G 10100	<b>Total</b> \$64.42

Refer	60146	BUCK S HARDWARE HANK	
Cash Payment	E 101-41940-220	Repair/Maint Supply (GE	\$17.46
Invoice	1848	4/25/2013	
Cash Payment	E 101-42200-221	Equipment Parts/Bulling	\$6.83
Invoice	1848	4/25/2013	
Cash Payment	E 609-49750-210	Operating Supplies (GE	\$12.61
Invoice	1848	4/25/2013	
Cash Payment	E 211-45500-220	Repair/Maint Supply (GE	\$2.90
Invoice	1848	4/25/2013	
Cash Payment	E 613-45125-211	Operating Supplies	\$74.62
Invoice	1848	4/25/2013	
Cash Payment	E 101-45100-220	Repair/Maint Supply (GE	\$165.91
Invoice	1848	4/25/2013	
Transaction Date	5/20/2013	MAIN CHECKING G 10100	<b>Total</b> \$280.33

Refer	60147	NORTH SHORE WASTE	
Cash Payment	E 101-43100-384	Refuse/Garbage Disposa	\$149.76
Invoice	4802	4/30/2012	
Cash Payment	E 101-41940-384	Refuse/Garbage Disposa	\$149.76
Invoice	4791	4/30/2012	
Cash Payment	E 101-45124-384	Refuse/Garbage Disposa	\$37.44
Invoice	4839	4/30/2012	
Cash Payment	E 101-45100-384	Refuse/Garbage Disposa	\$37.44
Invoice	4839	4/30/2012	
Transaction Date	5/20/2013	MAIN CHECKING G 10100	<b>Total</b> \$374.40

Refer	60148	TOSHIBA BUSINESS SOLUTIONS,	
Cash Payment	E 101-41400-200	Office Supplies (GENER	\$30.31
Invoice	10024341	5/7/2013	
Transaction Date	5/20/2013	MAIN CHECKING G 10100	<b>Total</b> \$30.31

Refer	60149	TWIN PORTS PAPER & SUPPLY IN	
Cash Payment	E 609-49750-210	Operating Supplies (GE	\$65.47
Invoice	134591	5/14/2013	
Cash Payment	E 101-45100-210	Operating Supplies (GE	\$332.45
Invoice	134639	5/14/2013	
Cash Payment	E 101-45100-210	Operating Supplies (GE	\$45.97
Invoice	133317	4/30/2013	



# CITY OF GRAND MARAIS

05/24/13 1:49 PM

Page 2

## Payments

City of Grand Marais

Current Period: May 2013

Transaction Date	5/20/2013	MAIN CHECKING G	10100	<b>Total</b>	\$443.89
Refer	60150 ROTH, MIKE				
Cash Payment	E 101-41400-330 Transportation/School				\$286.90
Invoice	NISSWA 5/16/2013				
Transaction Date	5/20/2013	MAIN CHECKING G	10100	<b>Total</b>	\$286.90
Refer	60151 TRI-STATE BUSINESS SYSTEMS				
Cash Payment	E 101-41400-200 Office Supplies (GENER				\$1,682.85
Invoice	179887-0 5/8/2013				
Transaction Date	5/20/2013	MAIN CHECKING G	10100	<b>Total</b>	\$1,682.85
Refer	60152 METRO FIRE				
Cash Payment	E 101-42200-220 Repair/Maint Supply (GE				\$54.91
Invoice	47239 5/10/2013				
Transaction Date	5/20/2013	MAIN CHECKING G	10100	<b>Total</b>	\$54.91
Refer	60153 GRANITE ELECTRIC, LLC				
Cash Payment	E 101-42200-220 Repair/Maint Supply (GE				\$692.86
Invoice	2013-23 4/30/2013				
Transaction Date	5/20/2013	MAIN CHECKING G	10100	<b>Total</b>	\$692.86
Refer	60154 THE OUT				
Cash Payment	E 211-45500-435 Books, Periodicals, AV				\$29.95
Invoice	1061770 4/15/2013				
Transaction Date	5/20/2013	MAIN CHECKING G	10100	<b>Total</b>	\$29.95
Refer	60155 COOK COUNTY NEWS HERALD				
Cash Payment	E 211-45500-340 Advertising				\$20.00
Invoice	APRIL 2013 4/30/2013				
Cash Payment	E 101-41400-350 Publishing				\$896.00
Invoice	APRIL 2013 4/30/2013				
Cash Payment	E 101-45124-340 Advertising				\$40.00
Invoice	APRIL 2013 4/30/2013				
Cash Payment	E 101-45100-340 Advertising				\$160.00
Invoice	APRIL 2013 4/30/2013				
Transaction Date	5/20/2013	MAIN CHECKING G	10100	<b>Total</b>	\$1,116.00
Refer	60156 BAKER & TAYLOR				
Cash Payment	E 211-45500-435 Books, Periodicals, AV				\$124.67
Invoice	2028148395 4/30/2013				
Cash Payment	E 211-45500-435 Books, Periodicals, AV				\$170.41
Invoice	M15163260 5/8/2013				
Cash Payment	E 211-45500-435 Books, Periodicals, AV				\$62.51
Invoice	M15163270 5/13/2013				
Transaction Date	5/20/2013	MAIN CHECKING G	10100	<b>Total</b>	\$357.59
Refer	60157 GREAT LAKES ALARM				
Cash Payment	E 211-45500-310 Service Agreements				\$239.40
Invoice	60401 5/1/2013				
Cash Payment	E 613-45125-310 Service Agreements				\$255.86
Invoice	60414 5/1/2013				
Transaction Date	5/20/2013	MAIN CHECKING G	10100	<b>Total</b>	\$495.26
Refer	60158 DULUTH PAPER & SPECIALTIES C				



# CITY OF GRAND MARAIS

05/24/13 1:49 PM

Page 3

## Payments

City of Grand Marais

Current Period: May 2013

Cash Payment	E 211-45500-220 Repair/Maint Supply (GE				\$405.14
Invoice	DI344174	5/1/2013			
Cash Payment	E 101-41940-210 Operating Supplies (GE				\$300.14
Invoice	DI344423	5/14/2013			
Transaction Date	5/20/2013	MAIN CHECKING G	10100	<b>Total</b>	\$705.28
Refer	60159	<i>VINOCOPIA</i>			
Cash Payment	E 609-49750-251 Liquor For Resale				\$487.75
Invoice	0077367-IN	5/16/2013			
Cash Payment	E 609-49750-259 Other For Resale				\$19.95
Invoice	0077367-IN	5/16/2013			
Cash Payment	E 609-49750-333 Freight and Express				\$36.00
Invoice	0077367-IN	5/16/2013			
Transaction Date	5/20/2013	MAIN CHECKING G	10100	<b>Total</b>	\$543.70
Refer	60160	<i>GENE S FOODS</i>			
Cash Payment	E 101-41400-200 Office Supplies (GENER				\$0.00
Invoice	3871848	4/22/2013			
Transaction Date	5/20/2013	MAIN CHECKING G	10100	<b>Total</b>	\$0.00
Refer	60161	<i>MCI MEGA PREFERRED</i>			
Cash Payment	E 101-41400-321 Telephone				\$37.19
Invoice	08678993875	5/21/2013			
Cash Payment	E 211-45500-321 Telephone				\$8.23
Invoice	08678993875	5/21/2013			
Cash Payment	E 609-49750-321 Telephone				\$6.56
Invoice	08678993875	5/21/2013			
Cash Payment	E 101-45124-321 Telephone				\$1.23
Invoice	08678993875	5/21/2013			
Cash Payment	E 613-45125-321 Telephone				\$7.42
Invoice	08678993875	5/21/2013			
Cash Payment	E 101-43100-321 Telephone				\$0.34
Invoice	08678993875	5/21/2013			
Transaction Date	5/21/2013	MAIN CHECKING G	10100	<b>Total</b>	\$60.97
Refer	60162	<i>EDWIN E. THORESON, INC.</i>			
Cash Payment	E 101-43100-419 Snow/Ice Removal				\$4,820.06
Invoice	20392	5/16/2013			
Transaction Date	5/21/2013	MAIN CHECKING G	10100	<b>Total</b>	\$4,820.06
Refer	60163	<i>COMO OIL &amp; PROPANE</i>			
Cash Payment	E 101-41940-217 Heating Fuel				\$592.43
Invoice	521170	5/9/2013			
Cash Payment	E 101-45100-217 Heating Fuel				\$665.09
Invoice	536271	5/6/2013			
Cash Payment	E 101-45124-217 Heating Fuel				\$1,254.32
Invoice	534089	5/1/2013			
Transaction Date	5/21/2013	MAIN CHECKING G	10100	<b>Total</b>	\$2,511.84
Refer	60164	<i>BUCK S RADIO SHACK</i>			
Cash Payment	E 613-45125-211 Operating Supplies				\$104.62
Invoice	10146680	4/30/2013			





# CITY OF GRAND MARAIS

05/24/13 1:49 PM

Page 5

## Payments

City of Grand Marais

Current Period: May 2013

Transaction Date	5/21/2013	MAIN CHECKING G	10100	Total	\$133.40
Refer	60174 ALL STAR PRO GOLF, INC.				
Cash Payment	E 613-45125-254 Golf Supplies For Resale				\$213.84
Invoice	229794 5/1/2013				
Transaction Date	5/21/2013	MAIN CHECKING G	10100	Total	\$213.84
Refer	60175 DISH NETWORK				
Cash Payment	E 613-45125-310 Service Agreements				\$69.11
Invoice	82557070825987 4/25/2013				
Transaction Date	5/21/2013	MAIN CHECKING G	10100	Total	\$69.11
Refer	60176 EA SWEEN COMPANY				
Cash Payment	E 613-45125-255 Food For Resale				\$237.87
Invoice	005175646 5/16/2013				
Transaction Date	5/21/2013	MAIN CHECKING G	10100	Total	\$237.87
Refer	60180 ARCO COFFEE				
Cash Payment	E 101-45100-200 Office Supplies (GENER				\$210.57
Invoice	182523 5/16/2013				
Transaction Date	5/21/2013	MAIN CHECKING G	10100	Total	\$210.57
Refer	60181 GRAINGER				
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE				\$256.74
Invoice	9138499794 5/9/2013				
Transaction Date	5/21/2013	MAIN CHECKING G	10100	Total	\$256.74
Refer	60182 BOREAL ACCESS				
Cash Payment	E 101-45100-210 Operating Supplies (GE				\$84.95
Invoice	130515-0215 5/15/2013				
Transaction Date	5/21/2013	MAIN CHECKING G	10100	Total	\$84.95
Refer	60183 NINAWORKS!				
Cash Payment	E 101-45100-340 Advertising				\$2,203.00
Invoice	130960 5/14/2013				
Transaction Date	5/21/2013	MAIN CHECKING G	10100	Total	\$2,203.00
Refer	60184 NORDIC ELECTRIC				
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE				\$159.73
Invoice	13505 5/6/2013				
Transaction Date	5/21/2013	MAIN CHECKING G	10100	Total	\$159.73
Refer	60185 HAND DONE T SHIRTS INC.				
Cash Payment	E 101-45100-250 Merchandise Resale (GE				\$1,029.50
Invoice	N16127 5/9/2013				
Cash Payment	E 101-45100-210 Operating Supplies (GE				\$495.30
Invoice	N16128 5/9/2013				
Transaction Date	5/21/2013	MAIN CHECKING G	10100	Total	\$1,524.80
Refer	60186 BELL INDUSTRIES				
Cash Payment	E 101-45100-250 Merchandise Resale (GE				\$752.64
Invoice	L11253726 4/23/2013				
Transaction Date	5/21/2013	MAIN CHECKING G	10100	Total	\$752.64
Refer	60187 HAWKINS, INC.				



# CITY OF GRAND MARAIS

05/24/13 1:49 PM

Page 6

## Payments

City of Grand Marais

Current Period: May 2013

Cash Payment	E 101-45124-210 Operating Supplies (GE)				\$387.01
Invoice	3461825 RI	5/1/2013			
Transaction Date	5/21/2013	MAIN CHECKING G	10100	<b>Total</b>	\$387.01
Refer	60188	<u>NORTH SHORE OIL AND PROPAN</u>			
Cash Payment	E 101-45184-215 Marina Fuel for Resale				\$3,911.00
Invoice	V01034	4/23/2013			
Cash Payment	E 101-45184-215 Marina Fuel for Resale				\$3,470.00
Invoice	V01035	4/23/2013			
Transaction Date	5/21/2013	MAIN CHECKING G	10100	<b>Total</b>	\$7,381.00
Refer	60189	<u>QUILL CORPORATION</u>			
Cash Payment	E 101-45100-200 Office Supplies (GENER				\$123.57
Invoice	2345575	5/1/2013			
Transaction Date	5/21/2013	MAIN CHECKING G	10100	<b>Total</b>	\$123.57
Refer	60190	<u>MCMASTER-CARR SUPPLY CO.</u>			
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE				\$72.27
Invoice	50936439	4/30/2013			
Transaction Date	5/21/2013	MAIN CHECKING G	10100	<b>Total</b>	\$72.27
Refer	60191	<u>CHUCK S HEATING&amp;REFRIGERATI</u>			
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE				\$86.00
Invoice	891150	5/5/2013			
Transaction Date	5/21/2013	MAIN CHECKING G	10100	<b>Total</b>	\$86.00
Refer	60192	<u>SANDY MONETTE, INC.</u>			
Cash Payment	E 101-45100-250 Merchandise Resale (GE				\$115.00
Invoice	6216	5/6/2013			
Transaction Date	5/21/2013	MAIN CHECKING G	10100	<b>Total</b>	\$115.00
Refer	60193	<u>ARCTIC GLACIER INC.</u>			
Cash Payment	E 609-49750-259 Other For Resale				\$205.65
Invoice	26558	5/21/2013			
Transaction Date	5/23/2013	MAIN CHECKING G	10100	<b>Total</b>	\$205.65
Refer	60194	<u>NORTH SHORE DRAGON BOAT FE</u>			
Cash Payment	E 609-49750-340 Advertising				\$250.00
Invoice	2013	5/24/2013			
Transaction Date	5/24/2013	MAIN CHECKING G	10100	<b>Total</b>	\$250.00
Refer	60195	<u>G&amp;K SERVICES</u>			
Cash Payment	E 211-45500-310 Service Agreements				\$94.68
Invoice	1229527853	5/21/2013			
Cash Payment	E 101-41940-210 Operating Supplies (GE				\$374.20
Invoice	1229527853	5/21/2013			
Transaction Date	5/24/2013	MAIN CHECKING G	10100	<b>Total</b>	\$468.88
Refer	60196	<u>METRO SALES INC.</u>			
Cash Payment	E 211-45500-310 Service Agreements				\$225.86
Invoice	523762	5/14/2013			
Transaction Date	5/24/2013	MAIN CHECKING G	10100	<b>Total</b>	\$225.86
Refer	60197	<u>INGEBRIGTSEN, PATRICIA</u>			



CITY OF GRAND MARAIS

05/24/13 1:49 PM

Page 7

Payments



Current Period: May 2013

Cash Payment	E 211-45500-330 Transportation/School			\$30.06
Invoice	VIRGINIA	5/22/2013		
Transaction Date	5/24/2013	MAIN CHECKING G	10100	<b>Total</b> \$30.06
Refer	60198 THE NATION			
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$79.00
Invoice	SUB. RENEW	5/2/2013		
Transaction Date	5/24/2013	MAIN CHECKING G	10100	<b>Total</b> \$79.00
Refer	60199 JOHNSON BROTHER LIQUOR			
Cash Payment	E 609-49750-251 Liquor For Resale			\$7,467.12
Invoice	1576743	5/22/2013		
Cash Payment	E 609-49750-333 Freight and Express			\$213.74
Invoice	1576743	5/22/2013		
Cash Payment	E 609-49750-251 Liquor For Resale			-\$3.25
Invoice	576613	5/14/2013		
Cash Payment	E 609-49750-251 Liquor For Resale			-\$33.50
Invoice	576614	5/14/2013		
Cash Payment	E 609-49750-251 Liquor For Resale			-\$33.50
Invoice	576615	5/14/2013		
Transaction Date	5/24/2013	MAIN CHECKING G	10100	<b>Total</b> \$7,610.61
Refer	60200 PHILLIPS WINE & SPIRITS			
Cash Payment	E 609-49750-251 Liquor For Resale			\$2,458.25
Invoice	2426017	5/22/2013		
Cash Payment	E 609-49750-333 Freight and Express			\$96.79
Invoice	2426017	5/22/2013		
Transaction Date	5/24/2013	MAIN CHECKING G	10100	<b>Total</b> \$2,555.04
Refer	60201 WINE MERCHANTS			
Cash Payment	E 609-49750-251 Liquor For Resale			\$560.00
Invoice	456318	5/22/2013		
Cash Payment	E 609-49750-333 Freight and Express			\$20.56
Invoice	456318	5/22/2013		
Transaction Date	5/24/2013	MAIN CHECKING G	10100	<b>Total</b> \$580.56
Refer	60202 COOK COUNTY HIGHWAY DEPT			
Cash Payment	E 101-43100-224 Street Maint Materials			\$261.31
Invoice	2748	5/21/2013		
Transaction Date	5/24/2013	MAIN CHECKING G	10100	<b>Total</b> \$261.31

Fund Summary

	10100 MAIN CHECKING GMSB
101 GENERAL FUND	\$38,183.17
211 LIBRARY	\$1,492.81
609 MUNICIPAL LIQUOR FUND	\$11,830.20
613 GOLF COURSE	\$2,643.30
	<b>\$54,149.48</b>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$54,149.48
<b>Total</b>	<b>\$54,149.48</b>

# Memo

**To:** Mike Roth, City Administrator  
**From:** Mike Kunshier, Golf Course Superintendent  
**CC:** City Council Members  
**Date:** 5/20/2013  
**Re:** Request to purchase new, greens mower

---

Consistent with the 2011 Gunflint Golf capital inventory and projections spreadsheet (enclosed), 2013 is the year we have scheduled replacement of the Jacobsen Greensking greens mower. Initial projections in 2011 anticipated a \$24k expense for this vital piece of equipment. Two, 2013 quotes are provided for your comparison and review.

Our top two choices are a Toro Greensmaster Triflex 3300; tax included prices of \$31,817 or a Jacobsen Greensking IV+; tax included price of \$26,234.66. I recommend we purchase the Jacobsen.

Enclosures:

2011 Gunflint Hills capital and inventory projections

MTI Distributing – Toro quote

Turfwerks – Jacobsen quote

## 2011 Gunflint Golf capital inventory and projections

Purpose	Item	Year to replace / strategy	Cost	Life Expectancy	Cost/Year
<b>VEHICLES</b>					
Work Truck	Chevy	2012 / hand me down	1k	10	100
Utility Tractor	J.D. 870	2019 / used replacement	10k	20	500
Heavy Utility	Cushman	2020 / used replacement	5k	10	500
Light Utility	Club Car	2022 / used replacement	3k	10	300
<b>MOWERS</b>					
Greens	Jac-Greensking*	2013 / new Jac of Toro	24k	12	2000
Tees	Jac-Greensking*	2023 / conversion of greens to tees N/A	N/A	12	2 for 1*
Turf	National	2012 / used replacement	15k	12	1250
Fairways	Jac-LF 2500	2017 / used replacement	15k	12	1250
Rough	Toro	Not - replace with existing gang	n/a	n/a	n/a
<b>ASSECORIES</b>					



<b>CARTS</b>					
Carts - expect 15 year cycle					
Average annual cost per year per 2.5k electric cart			166		
Average annual cost per year per 1k gas cart			100		
18 per year - 8 elec / 10 gas			2328		
electric carts require 2 sets of batteries per 15 year cycle - 13k					
cost per batteries per 8 carts per year			866		
sub-total = \$ 3194					

<b>INFRASTRUCTURE</b>					
Septic	mound	2020 / install new	30k	30	1000
Irrigation system		2022 / install new	250k	25	10000
carts & equip sub-total=\$10094					
infrastructure sub-total = \$11000					

**Total annual investment needed for capital and infrastructure (15-20 year vision) = \$21094**

Attn: Mike Kunschier 218-387-9988

5/17/2013



**Gunflint Hills G.C. / City of Grand Marais**



**TORO TURF MAINTENANCE EQUIPMENT QUOTE**

<i>New Toro Golf Course Maintenance Equipment</i>	2013 MN State Contract Price	2013 GSA Contract Price	2013 NIPA Contract Price
<b>New TORO GREENSMaster 3150-Q</b> , 18hp B&S Gas Engine, 2WD, Power Steering, 11-Blade Dual Point Adjust (DPA) Reels, Front Narrow Wiehle Rollers, Joystick Controls, Grass Baskets, Leak Detection & On Board Back Lapping	TBD	\$27,678.64	\$27,361.39
<b>Optional: Power Rear Roller for Toro GR3150-Q</b>	TBD	\$1,879.12	\$1,836.93
<b>New TORO GREENSMaster TRIFLEX 3300</b> , 21hp B&S Gas Engine, 2WD, Power Steering, 11-Blade Dual Point Adjust Cutting Units, Aluminum Front Wiehle Rollers, Double A-arm Suspension, Quick Connect/Disconnect Feature, EdgeMax Microcut Bedknives, Joystick Controls, Grass Baskets, Leak Detection & On Board Back Lapping	TBD	\$29,935.82	\$29,597.15 + Tax \$31,817.00
<b>Optional: Power Rear Roller for Toro GR3300</b>	TBD	\$1,905.57	\$1,860.39
<b>New TORO GREENSMaster TRIFLEX 3320 HYBRID</b> , 21hp B&S Gas Engine, Electric Reel Motors, Mini Info Center, 2WD, Power Steering, 11-Blade Dual Point Adjust Cutting Units, Aluminum Front Wiehle Rollers, Double A-arm Suspension, Quick Connect/Disconnect Feature, EdgeMax Microcut Bedknives, Joystick Controls, Grass Baskets, Leak Detection & On Board Back Lapping	TBD	\$32,141.96	\$31,786.75
<b>Optional: Power Rear Roller for Toro GR3320</b>	TBD	\$1,905.57	\$1,860.39

\*National IPA Price is quoted at 21.8% off Current Toro MSRP. Forms, registration and info on IPA is available at:

<http://www.nationalipa.org/index.html>

Set-Up, Service and Delivery at No Charge / Tax not included in pricing  
 All New Toro Commercial Equipment is Sold with a 2 Year Manufacturers Warranty.

Quote valid for 30 days

2013 MN State Contract has not yet been stamped as official by the State / 2013 MN State Contract is estimated to be 101% of 2013 GSA Contract Pricing  
 Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us at 800-492-9972.  
 Joe Buege & Matt Arntzen, Sales Representatives



# Memo

**To:** Mike Roth, City Administrator  
**From:** Dave Tersteeg, Parks Manager  
**CC:** City Council Members  
**Date:** 5/20/2013  
**Re:** Recommendation to hire Seasonal Lifeguards for the municipal pool

---

The selection process to fill two, seasonal lifeguard positions at the pool is complete.

I recommend Karl Olson and Ryan Bottger for hiring.

# City of Grand Marais

## MEMO

TO: Mayor Carlson  
City Council Members  
FROM: Michael J. Roth, City Administrator  
DATE: May 24, 2013  
SUBJECT: Liquor Store Hire

---

Please hire Linnea Leonard as a seasonal part-time liquor store clerk.

April 22, 2013

To the Mayor and City Council:

The Cook County Farm and Craft Market will be celebrating our 16th season this year. The market is proud to offer locally made crafts and home grown produce and flowers and continues to grow from our original 9 members to over 25.

Last year we came to the city and requested use of a portion of the city parking lot adjacent to the Senior Center parking lot. This additional space allowed us to accept more members.

We want to express our gratitude to the council for allowing us to use city parking space last season. The market was very successful and our customers, both locals and tourists enjoyed the additional space.

We were able to stage the vendors with more space in between selling areas which also made the pedestrian areas wider. If a market member had to leave early we were able to accommodate the vendor without disrupting our customers or other vendors. When someone ignored our market signs and drove through the parking lot, we had enough room to help them get out without moving vendors or hitting a pedestrian. Overall with the additional space we had a safer market.

This year we are asking to use the city parking lot again. This year, as last, we are not using the two spaces directly in front of the steps to Stone Harbor. Those spaces may be easily accessed from the public alley or the north end of the city lot.

We want to thank the council for allowing us to use the city lot last year and hope to have use of it again this season.

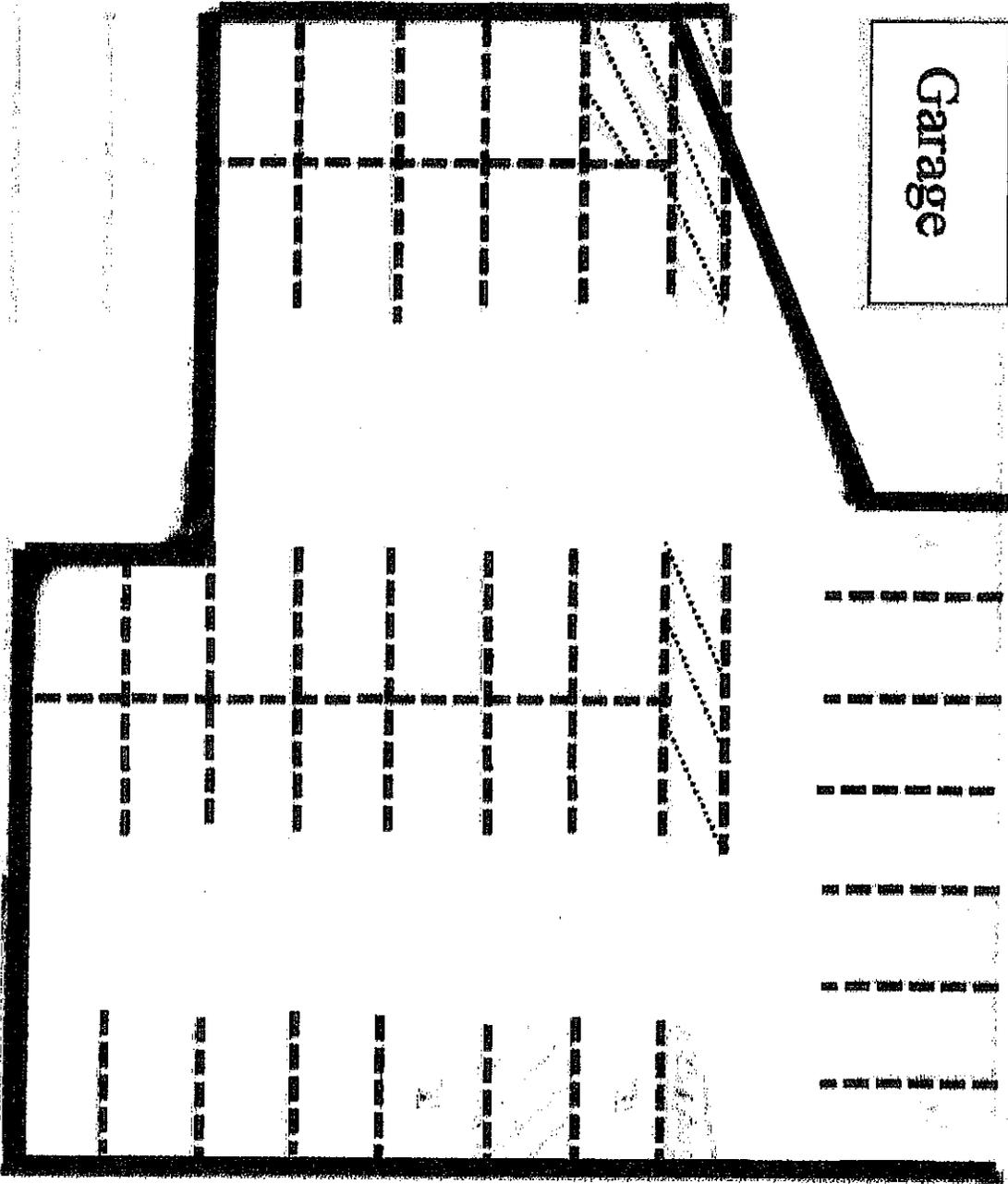
The Board of the Cook County Farm and Craft Market

Carolyn Kopchik  
Market Manager  
387-9177  
[ckopchik@gmail.com](mailto:ckopchik@gmail.com)

Karen Cedarmoon  
Board President  
475-0164  
[kcedarmoon@yahoo.com](mailto:kcedarmoon@yahoo.com)

East Bay

Alley



Senior Center

Broadway

# City of Grand Marais

## MEMO

TO: Mayor Carlson  
City Council Members  
FROM: Michael J. Roth, City Administrator  
DATE: April 19, 2013  
SUBJECT: Ravenwood Preliminary Plat

---

### Application

Attached is the Preliminary Plat entitled Ravenwood submitted by HRH Highway 61, LLC. This plat consists of 17.29 acres of property zoned R-1 split into 6 residential lots ranging from 1.85 to 3.04 acres in size, with one outlot. The commercially zoned property currently included in the property on the North will not be a part of the plat. The Planning Commission held a public hearing on May 15, 2013, to consider the request.

### Public Hearing

At the hearing, the commission heard from one neighbor to the Southwest. They had no objections to the plat, but wanted to point out the location of their septic system and inform the applicant of the issues they have had with groundwater. Dennis Rysdahl, one of the property owners, and Jeff Brett, Surveyor, presented the preliminary plat.

### Commission Findings and Recommendations

The commission discussed how stormwater was proposed to be handled in the plat and reviewed the proposed turnaround. They discussed the proposed private street. The commission recommends approval of the preliminary plat by a 5-0 vote subject to the applicant preparing a stormwater plan that meets MPCA requirements and submitting a copy of the plan to the City, and further subject to the applicant getting approval from the Fire Chief for the construction details of the proposed turnaround.

Available at the meeting or in my office for review prior to the meeting are large format copies of the plat and preliminary road profiles. My notes are included after each plat requirement in *bold italics*.

## Preliminary Plat Requirements

### CITY CODE CHAPTER 62 SUBDIVISIONS

#### DIVISION 2. PRELIMINARY PLAT

##### Sec. 62-69. Information required.

(a) *Preparation.* Every preliminary plat shall be prepared in three copies, and shall contain the data and information required by this section.

(b) *Identification and description.* The following data regarding identification and description of the preliminary plat shall be provided:

- (1) Proposed name of subdivision, which name shall not duplicate the name of any plat heretofore recorded in the county.
- (2) Location by section, township and range, or by other legal description.
- (3) Names and addresses of the owner and subdivider having control of the lands included in the preliminary plat, the designer of the plat and the surveyor.
- (4) Graphic scale, not less than one inch to 100 feet.
- (5) North point.
- (6) Date of preparation.

(c) *Existing conditions.* The following data regarding existing conditions shall be provided:

- (1) Boundary line survey, including measured distances and angles, which shall close by latitude and departure with an error of closure not exceeding one foot in 7,500 feet.
- (2) Total acreage in the preliminary plat computed to one-tenth of an acre.
- (3) Location and names of existing or platted streets or other public ways, parks and other public open spaces, permanent buildings and structures, easements and section and corporate lines within the tract and to a distance of 100 feet beyond the tract.

- (4) If the proposed subdivision is a rearrangement or a replat of any former plat, the lot and block arrangement of the original plat along with its original name shall be indicated by dotted or dashed lines. Also any revised or vacated roadways of the original plat shall be so indicated.
- (5) Location and size of existing paved streets, sewers, water mains, gravel pits, culverts or other underground facilities within the tract and to a distance of 100 feet beyond the tract. Also such data as grades, invert elevations and location of catchbasins, manholes and hydrants.
- (6) Boundary lines of adjoining platted or unplatted land within 100 feet of the tract.

(d) *Design features.* The following data regarding proposed development design features of the preliminary plat shall be provided:

- (1) Layout of proposed streets, showing right-of-way widths and proposed names of streets. The name of any street similar to any street name now or heretofore used in the city shall not be permitted unless the proposed street is an extension of an already named street in which event the name shall be used. All street names shall be subject to the approval of the council. *(Ravenwood Road is proposed to be a private street, which requires a variance from the Subdivision ordinance. It would be constructed in a 50' wide corridor, with a 22' gravel surface.)*
- (2) Locations and widths of alleys, pedestrian ways and utility easements. *(The property is not currently served by City utilities. Electric, phone, cable, and fiber will be routed in the Ravenwood Road corridor. There are a few drainage easements identified for existing drainage routes.)*
- (3) Proposed centerline grades of all new streets and alleys, if any, and a complete set of profiles showing both existing and proposed grade lines. *(Preliminary grades of the road are included.)*
- (4) Location, size and approximate gradient of sewer lines. *(Lots will be served by septic systems.)*
- (5) Layout, numbers and approximate dimensions of lots and the number of each block. *(There are two blocks separated by the access road.)*
- (6) Location and size of proposed parks, playgrounds, churches or school sites or other special uses of land to be considered for dedication to public use, or to be reserved by deed or covenant for the use of all property owners in the subdivision and any conditions of such dedication or reservation. *(One outlot of 1.55 acres is included as open space for lot owners.)*
- (7) Vicinity sketch, at a legible scale, to show the relation of the plat to its surroundings, and surrounding zoning districts.

## ARTICLE IV. DESIGN STANDARDS

*My comments are included after each design standard in bold italic.*

### Sec. 62-106. Blocks.

(a) *Block length.* In general, intersecting streets, determining block lengths, shall be provided at such intervals as to serve cross traffic adequately and to meet existing streets. Where no existing plats control, the blocks in residential subdivisions shall normally not exceed 1,000 feet in length, except where topography or other conditions justify a departure from this maximum. In blocks longer than 800 feet, pedestrian ways and/or easements within a block may be required. The width and location of such pedestrian ways shall be subject to the approval of the council. Blocks for business or industrial use should normally not exceed 600 feet in length. ***(There are no intersecting streets to limit block lengths. The blocks seem appropriate for the topography. There are no provisions for connecting to neighboring developments.)***

(b) *Block width.* The width of the block shall normally be sufficient to allow two tiers of lots of appropriate depth. Blocks intended for business or industrial use shall be of such width as to be considered most suitable for their respective use, including adequate space for off-street parking and deliveries. ***(N/A as blocks are only one lot deep.)***

### Sec. 62-107. Streets and alleys.

(a) Arrangement of arterials and collector streets shall conform as nearly as possible to the city comprehensive plan. Except for dead-end streets, streets normally shall connect with streets already dedicated in adjoining or adjacent subdivisions, or provide for future connections to adjoining unsubdivided tracts, or shall be a reasonable projection of streets in the nearest subdivided tracts. The arrangement of arterial and collector streets shall be considered in their relation to the reasonable circulation of traffic, to topographic conditions, to runoff of surface water, to public convenience and safety, and their appropriate relation to the proposed use of the area to be served. ***(Development only includes one minor private street. There are no provisions for connecting to neighboring developments.)***

(b) Minor streets should be so planned as to discourage their use by nonlocal traffic. Dead-end streets shall be permitted where topography or other conditions justify their use. Dead-end streets shall not be longer than 500 feet, including a terminal turnaround, which shall be provided at the closed end, with a right-of-way radius of not less than 60 feet. ***(The private street varies from this requirement in length and in turnaround radius. Fire Department reviews turnaround for adequacy.)***

(c) Where the plat to be submitted includes only part of the tracts owned or intended for development by the subdivider, a tentative plan of a proposed future street system for the unsubdivided portion shall be prepared and submitted by the subdivider. *(Ravenwood Road travels through the unsubdivided property.)*

(d) When a tract is subdivided into larger than normal building lots or parcels, such lots or parcels shall be so arranged as to permit the logical location and opening of future streets and appropriate resubdivision, with provision for adequate utility connections for such resubdivision. *(No obvious need for resubdivision.)*

(e) Under normal conditions, streets shall be laid out so as to intersect as nearly as possible at right angles except where topography or other conditions justify variations. The minimum angle of intersection of streets shall be 80 degrees. Street intersection jogs with an offset of less than 125 feet shall be avoided. *(There are no intersections.)*

(f) Wherever the proposed subdivision contains or is adjacent to the right-of-way of a U.S. or state highway, provision may be made for a marginal access street approximately parallel with and adjacent to the boundary of such right-of-way, or for a street at a distance suitable for the appropriate use of land between such street and right-of-way. Such distance shall be determined with due consideration of the minimum distance required for approach connections to future grade separations, grade crossings or lot depths. *(N/A)*

(g) Alleys shall be provided in commercial and industrial districts, except that this requirement may be waived where other definite and assured provision is made for service access, such as off-street loading, unloading and parking consistent with and adequate for uses proposed. Except where justified by special conditions, such as the continuation of an existing alley in the same block, alleys will not be approved in residential districts. Alleys, where provided, shall not be less than 14 feet wide for residential alleys and not less than 20 feet for commercial and industrial alleys. Dead-end alleys shall not be permitted. *(The development includes no alleys, but all lots created provide adequate space for off street parking.)*

(h) Dedication of half streets will not be approved, except where it is essential to the reasonable development of the subdivision and in conformity with the other requirements of these regulations, where it is found that it will be practical to require the dedication of the other half when adjoining property is subdivided, or where it becomes necessary to acquire the remaining half by condemnation so it may be improved in the public interest. *(No half streets are included.)*

(i) For all public ways hereafter dedicated and accepted, the minimum right-of-way widths for streets shall be as shown in the comprehensive plan and where not shown therein, the minimum right-of-way width for streets, alleys, or pedestrian ways included in any subdivision shall not be less than the minimum dimensions for each classification as follows:

- (1) Arterial street: 100 feet.
- (2) Collector street: 66 feet.

- (3) Minor street: 66 feet.
- (4) Marginal access street: 50 feet.
- (5) Residential alley: 14 feet.
- (6) Industrial commercial alley: 20 feet.
- (7) Pedestrian way: 10 feet.

Where existing or anticipated traffic on arterial streets warrants greater width of rights-of-way, these shall be required. (*We don't define our terms in the ordinance. I would say Ravenwood Road as a private street is a marginal access street.*)

(j) Street grades. The grades in all streets and alleys in any subdivision shall not be greater than the maximum grades for each classification as follows:

- (1) Arterial streets: 5 percent.
- (2) Collector streets: 6 percent.
- (3) Minor streets: 10 percent.
- (4) Alleys: 10 percent.

In addition, there shall be a minimum grade on all streets of not less than four-tenths of one percent. (*All proposed grades are less than 10%.*)

(k) All streets shall be so laid out as to avoid dangerously sharp corners or curves or abrupt or unnecessary changes in grade. (*No sharp curves or abrupt changes in grade are included.*)

(l) All proposed streets shall be offered for dedication as public streets. No private streets shall be permitted, except as set forth in other ordinances. (*The developer is proposing a private street, which I would also recommend.*)

#### Sec. 62-108. Lots.

(a) The minimum lot area, width and depth shall not be less than that established in the zoning ordinance. (*All lots meet our R-1 zoning minimum requirements.*)

(b) Corner lots for residential use shall have an additional width to permit appropriate building setback from both streets as defined in the zoning ordinance. (*N/A.*)

(c) Side lines of lots shall be approximately at right angles to street lines or radial to curved street lines. (*Development meets this requirement.*)

(d) Double-frontage lots shall be avoided except where lots back on an arterial street, or where topographic or other conditions render subdividing otherwise unreasonable. Such double-frontage lots shall have an additional depth of at least 20 feet in order to allow space for screen planting along the back lot line. (*No double frontage lots included.*)

(e) Every lot must have at least the minimum required frontage on a public dedicated street other than an alley. *(See note for 62-107, (l) re: public vs. private streets.)*

#### Sec. 62-109. Easements.

(a) Easements across lots or centered on rear or side lines shall be provided for utilities and drainage where necessary and shall be at least 20 feet wide. If necessary for the extension of main water or sewer lines or similar utilities, easements of greater width may be required along lot lines or across lots. *(Ravenwood Road will be the utility route. Drainage easements are included for existing drainage routes. Drainage will exit the property in the existing locations.)*

(b) Utility easements shall connect with easements established in adjoining properties. These easements, when approved, shall not thereafter be changed without the approval of the council by ordinance, upon the recommendation of the planning commission.

(c) Where a subdivision is traversed by a watercourse, drainageway, channel or stream, a stormwater easement, drainage right-of-way or park dedication, whichever the council may deem the most adequate, conforming substantially with the lines of such watercourses, shall be provided, together with such further width or construction, or both, as will be adequate for the surface water drainage of the area. The width of such easements shall be determined by the council. *(Drainage easements are included for existing drainage routes. Drainage will exit the property in the existing locations)*

#### Sec. 62-110. Public sites and open spaces.

In subdividing land or resubdividing an existing plat, due consideration shall be given by the subdivider to the dedication or reservation of suitable sites for schools, parks, playgrounds, conservation areas, or other public or semipublic recreational areas or open spaces. Areas so dedicated or reserved shall conform as nearly as possible to the comprehensive plan. All areas to be reserved for or dedicated to public use shall be indicated on the preliminary plat in order that it may be determined when and in what manner such areas will be dedicated to or acquired by the appropriate agency. *(One open space outlot is included in the plat. There is no space dedicated to the public.)*



**BRETT LAND SURVEYING, LLC**

*Jeffery K. Brett, Lic. # 19095*

P.O. Box 565  
Grand Marais, MN 55604

*Boundaries Subdivisions Mapping*

Phone: (218) 387-1726

April 15, 2013

Mr. Mike Roth  
City Administrator  
Grand Marais, MN.

Dear Mike,

Submitted herewith is a package for the presentation of a proposed residential subdivision plat along the West boundary of Grand Marais. Enclosed are the following:

- 1] Completed Preliminary Plat Application form.
- 2] A \$200 application fee.
- 3] Record deed with legal description.
- 4] Signatures and acknowledgements by the three record owners.
- 5] A vicinity map of this project.
- 6] One full size and one reduced of the proposed road profile for the construction of Ravenwood road.
- 7] A draft copy of the restrictive covenants and road maintenance agreement.
- 8] Two full size and 12 reduced copies of the preliminary plat of Ravenwood.

Please process this material for City Council review and subsequent public hearing with the City Planning Commission. As you review and have questions or need further information, please give us a call. Thanks.

Sincerely,



Jeffrey K. Brett

Copy: Tom Healy  
Dennis Rysdahl

# CITY OF GRAND MARAIS

## PRELIMINARY PLAT/SUBDIVISION APPLICATION

Owner/Developer: HRH Highway 61, LLC Tom Healy

Phone: (daytime): (cell) 406-212-0602 (home) 406-862-3952

Address: PO Box 533

City: Whitefish

State: MT Zip: 59937

Legal Description of Property to be subdivided:

Located within the SE/SE of Section 19 and the SW/SW Section 20, Township 61N, Range 1E.  
See full description in attached Document #100597.

Parcel I.D. Number: 80-019-4475, 80-020-3340, 53-119-4400

Describe how the land will be developed:

The Property will be Platted into 6 residential lots. With 1 outlot of open space.

Zoning District: R-1

Rezoning requested? No

If so, to what zoning district? \_\_\_\_\_

Conditional use requested? No

If so, describe:

Variance requested? Yes

If so, describe:

To allow Private Road access. Using a privately built and maintained road. Road will have a maintenance agreement in place.



STATE OF MINNESOTA )

) ss.

COUNTY OF COOK )

We, the undersigned, being first duly sworn, on oath depose and state based on personal knowledge as follows, to-wit:

1. That we desire to submit the attached land use application affecting the real estate described therein.
2. That we are all of the fee owners and lienholders whose consent is required to subdivide or plat the said real estate, or if all of the owners and lienholders have not personally signed this affidavit below, then a valid power of attorney, conservator or person acting with proper authority as demonstrated by an attached court order for each said person has signed below on their behalf.
3. That all information contained in the attached land use application submitted herewith is true and correct.

APPLICANTS (All owners and lienholders or those with proper authority as described above)  
(Type or legibly print or type names)

*[Handwritten signature]*

Subscribed and sworn to before me

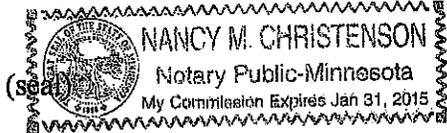
this 11 day of April, 20013

Subscribed and sworn to before me

this \_\_\_ day of \_\_\_\_\_, 200\_.

*[Handwritten signature]*  
Notary Public

Notary Public



(seal)

Subscribed and sworn to before me

this \_\_\_ day of \_\_\_\_\_, 200\_.

Subscribed and sworn to before me

this \_\_\_ day of \_\_\_\_\_, 200\_.

Notary Public

Notary Public

(seal)

(seal)

STATE OF MINNESOTA )

) ss.

COUNTY OF COOK )

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2. That we are all of the fee owners and lienholders whose consent is required to subdivide or plat the said real estate, or if all of the owners and lienholders have not personally signed this affidavit below, then a valid power of attorney, conservator or person acting with proper authority as demonstrated by an attached court order for each said person has signed below on their behalf.
3. That all information contained in the attached land use application submitted herewith is true and correct.

APPLICANTS (All owners and lienholders or those with proper authority as described above)  
(Type or legibly print or type names)

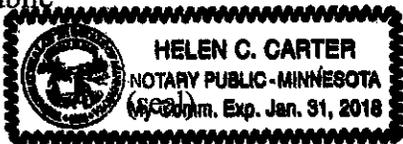
Janet R. Healy

Subscribed and sworn to before me  
this 8th day of April, 2003

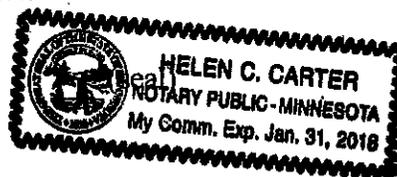
Janet R. Healy

Subscribed and sworn to before me  
this 8th day of April, 2003

Helen C. Carter  
Notary Public



Helen C. Carter  
Notary Public



Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 200\_.

Notary Public

(seal)

Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 200\_.

Notary Public

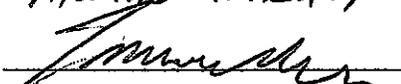
(seal)

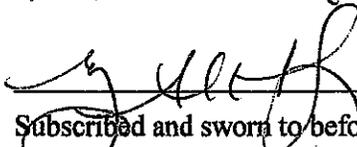
STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF COOK )

We, the undersigned, being first duly sworn, on oath depose and state based on personal knowledge as follows, to-wit:

1. That we desire to submit the attached land use application affecting the real estate described therein.
2. That we are all of the fee owners and lienholders whose consent is required to subdivide or plat the said real estate, or if all of the owners and lienholders have not personally signed this affidavit below, then a valid power of attorney, conservator or person acting with proper authority as demonstrated by an attached court order for each said person has signed below on their behalf.
3. That all information contained in the attached land use application submitted herewith is true and correct.

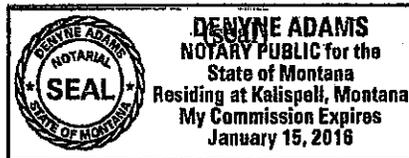
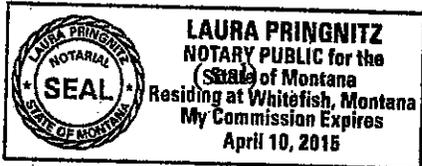
APPLICANTS (All owners and lienholders or those with proper authority as described above)  
(Type or legibly print or type names)

*THOMAS M. HEACY*  
  
 \_\_\_\_\_  
 Subscribed and sworn to before me  
 this 8<sup>TH</sup> day of APRIL, 2003

*MELAN HEED*  
  
 \_\_\_\_\_  
 Subscribed and sworn to before me  
 this 8<sup>th</sup> day of APRIL, 2003

*Laura Pringnitz*  
 \_\_\_\_\_  
 Notary Public

*Deyne Adams*  
 \_\_\_\_\_  
 Notary Public



Subscribed and sworn to before me  
 this \_\_\_\_ day of \_\_\_\_\_, 200\_.

Subscribed and sworn to before me  
 this \_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

(seal)

(seal)

Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 200\_.

Notary Public

(seal)

Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 200\_.

Notary Public

(seal)

Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 200\_.

Notary Public

(seal)

Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 200\_.

Notary Public

(seal)

Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 200\_.

Notary Public

(seal)

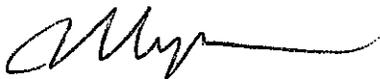
Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 200\_.

Notary Public

(seal)

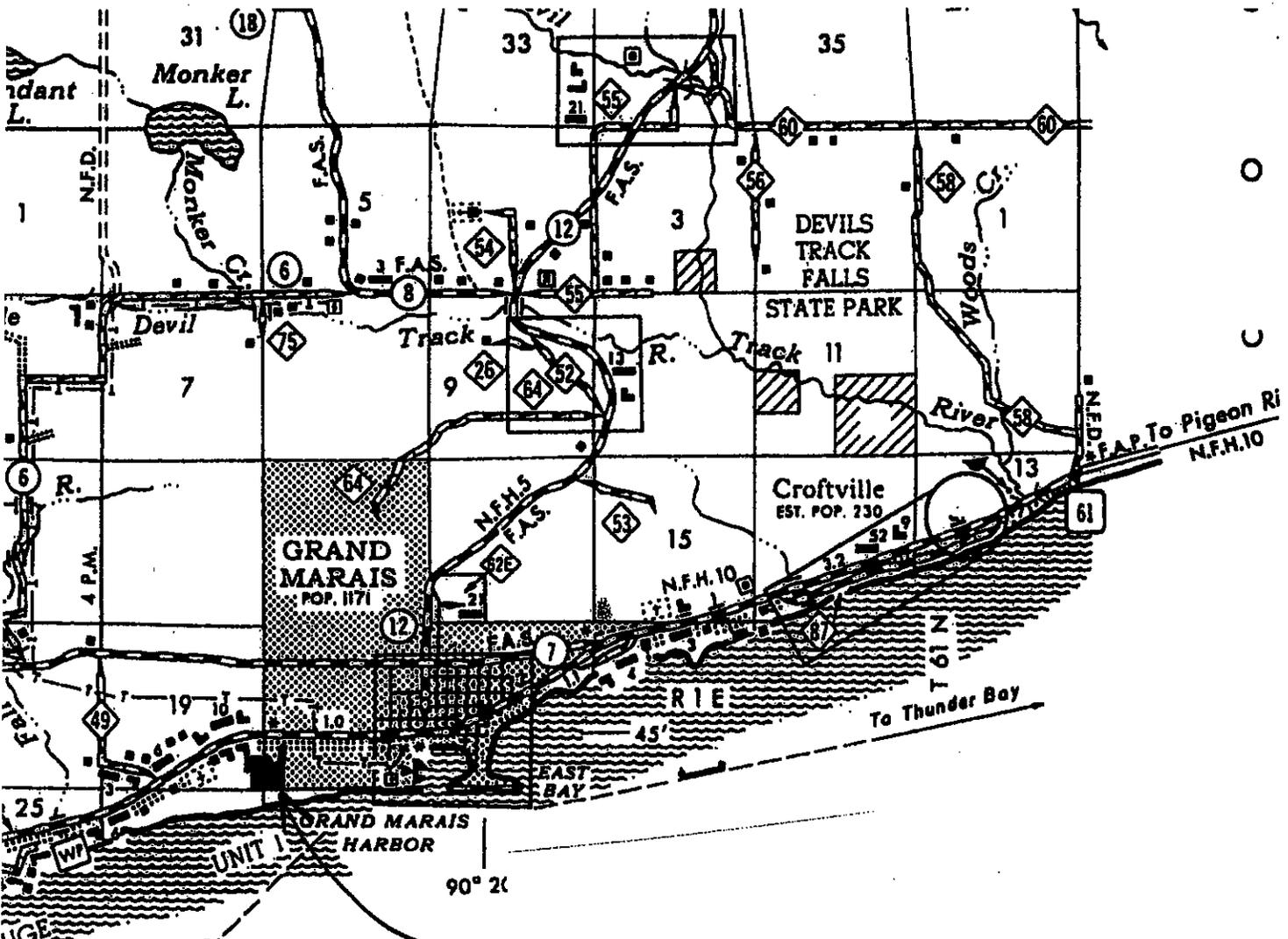
Date Paid: <u>4/15/2013</u>	Amount Paid: \$ <u>200</u>
-----------------------------	----------------------------

Completed Plat/Subdivision Application received this 15<sup>th</sup> day of April, 2003.



Michael Roth, City Clerk/Treasurer  
City of Grand Marais

# Vicinity Map



Proposed Plat

**DRAFT 4/4/13**

**DECLARATION OF RESTRICTIONS,  
COVENANTS AND EASEMENT**

This Declaration of Restrictions, Covenants and Easement (hereinafter "Declaration") is made this \_\_\_ day of \_\_\_\_\_, 2013 by HRH Highway 61, LLC, a Minnesota limited liability company (hereinafter "Declarant").

**Recitals**

A. Declarant is the Owner of all land within the plat of Ravenwood, according to the plat on file and of record in the office of the County Recorder for Cook County, Minnesota located within the Southeast Quarter of the Southeast Quarter, Section 19 and the Southwest Quarter of the Southwest Quarter Section 20, Township 61 North, Range 1 East of the Fourth Principal Meridian, Cook County, Minnesota (hereinafter the "Property").

B. Declarant has caused to be incorporated, under the laws of the State of Minnesota, as a non-profit corporation, the Ravenwood Owners' Association (the "Association") for the purposes of preserving the values and amenities of the Property by maintaining roads, administering and enforcing the covenants and restrictions herein, and collecting and disbursing the assessments and charges hereinafter created.

C. Declarant desires to subject the Property to the following restrictions, covenants, easement, rights and responsibilities as set forth herein.

D. Declarant desires to benefit and to burden the Property and each present and future Owner of the Property with the Declaration and Declarant desires that this Declaration should run with the Property.

Now, Therefore, Declarant does hereby declare that when any of the Property is held, sold, conveyed, occupied, assigned, or any interest in any way transferred, the Property shall hereafter be subject to all of the easements, terms and conditions of this Declaration and the Declaration shall run with the land and shall bind and be enforceable on all Owners, present and future, and on all parties having any right title or interest in the

Property or any part thereof, and the heirs, successors and assigns of all Owners.

## **ARTICLE I DEFINITIONS**

1. **Definitions.** The following words, when used in this Declaration, shall have the following meanings:

1.1 **"Association"** shall mean and refer to Ravenwood Owners' Association, a nonprofit corporation organized and existing under the laws of the State of Minnesota, its successors and assigns.

1.2 **"Owner"** shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot subject to this Declaration, but shall not mean or refer to the Mortgagee of any such Lot unless and until such Mortgage has been foreclosed and the period within which the fee Owner may redeem from such foreclosure has terminated. Where any Lot is sold by a Contract for Deed to a purchaser, the purchaser shall be considered the "Owner" of that Lot upon recording an executed Contract for Deed.

1.3 **Declarant Control Period.** The period commencing on the date hereof and continuing until the earlier of (i) the date five (5) years after the date of the first conveyance of a Lot to an Owner other than Declarant or (ii) the date upon which Declarant surrenders control of the Property, or (iii), the date sixty (60) days after the Declarant has conveyed seventy-five percent (75%) of Lots to Owners other than Declarant based upon the number of Lots which have been conveyed bear to the number.

1.4 **"Lot"** shall mean and refer to any Lot within the Plat or any other separately owned parcel of land within the Property.

1.5 **"Plat"** shall mean the recorded plat of Ravenwood, Cook County, Minnesota.

1.6 **"Roadway(s)"** shall mean and refer to Ravenwood Road within the Plat and that part of Ravenwood Road located north of the plat in the Northeast Quarter of Southeast Quarter of Southeast Quarter, Section 19, Township 61 North, Range 1 East of the Fourth Principal Meridian, Cook County, Minnesota, as shown on the Plat.

## **ARTICLE II EASEMENT AND OBLIGATIONS OF ASSOCIATION**

2.1 Declarant has dedicated in the Plat, and does hereby grant, convey, and quit claim an easement to the Association over Ravenwood Road for access and utilities for the

benefit of the Property for such use as is normal to private, residential use of the Property. No parking shall be allowed within any Roadway.

2.2 Declarant has dedicated in the Plat, and does hereby grant, convey, and quit claim an easement to the Association over Outlot A for the use and enjoyment of the members of the Association.

2.3 The Association shall be responsible for the maintenance, repair, replacement and snow plowing of the Roadways provided that repair and maintenance shall mean maintaining said roads in a passable condition for vehicular and pedestrian traffic for the residential purposes of the Owners of the Property, their successors and assigns, but the Association shall not be required to keep said road free of potholes, uneven areas, all ice and snow, or to erect signs or warnings.

2.4 The Association shall not be responsible for the initial construction of any Roadway to a standard equal to presently existing Roadways, which shall be the responsibility of the Owner(s) desiring such Roadway(s) to be constructed.

### **ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

3.1 Membership. Every person or entity who is a record Owner of a fee or undivided fee simple interest in any parcel of the Property which is subject by covenants or record to assessment by the Association, including, but not limited to contract purchasers shall be a member of the Association. The foregoing is intended to exclude persons or entities who hold an interest merely as a security for the performance of an obligation until such time such person acquires a fee simple interest in such parcel by foreclosure or by any proceeding in lieu thereof. Membership shall be appurtenant to and may not be separated from the Ownership of any such parcel which is subject to assessment by the Association. Ownership of such parcel shall be the sole qualification for membership.

3.2 Voting Rights. The Association shall not have nor shall it issue any capital stock and shall have only one class of voting membership, who shall be all the Owners of the Property including the Declarant. Each Member shall be entitled to one vote for each such parcel of which they are the Owner. When there is more than one Owner of any parcel, all such Owners shall be Members of the Association, and the vote of each such parcel shall be exercised as they, among themselves, determine and according to the By-Laws, but in not event shall more than one vote be cast with respect to any such parcel.

3.3 Additional Voting Rights. Any parcel of the Property upon which a building is

actually occupied and used as a residence or seasonal dwelling by Owner more than 270 days per calendar year shall have one (1) vote in addition to the vote specified in paragraph 3.2 of this Article. Said votes shall be voted in the manner prescribed in paragraph 3.1 and paragraph 3.2 of this Article.

3.4 Suspension of Voting Rights. The right of any Member to vote shall be suspended during any period in which such Member shall be in default in the Payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for any infraction of any rules or regulations published by the Association.

3.5 Declarant Control Period. During the Declarant Control Period, Directors of the Association will be elected by Declarant; provided that not later than 60 days after conveyance of four or more Lots to Owners other than Declarant, at a regular or special meeting of the membership, one-third (1/3) of the Directors shall be elected by Members other than Declarant, and the other Directors of the Association shall be elected by Declarant.

#### **ARTICLE IV COVENANTS FOR ASSESSMENTS**

4.1 Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such Deed or other conveyance, shall be and hereby is deeded to covenant and agree to pay to the Association:

- (a) general annual assessments or charges
- (b) special assessments for capital improvements, such assessments to be established and collected from time to time as hereinafter provided.

The general annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on each such Lot and shall be a continuing lien on each such Lot against which each such assessment is made. Each such assessment, together with such interest thereon and all costs of collection thereof, as hereinafter provided, shall also be the personal obligation of each person who was the Owner of each such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them. All such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of carrying out the obligations of the Association under Article II, hereinabove. An adequate reserve fund shall be maintained for maintenance, repairs and replacement of those elements of the Roadways that must be replaced on a periodic basis.

4.3 Maximum Annual Assessments. The amount of the Maximum annual assessments shall be determined by the Board of Directors as hereinafter provided, but subject, however, to the following restrictions:

- (a) Until January 1 of the year immediately following the conveyance of the first Lot by the Declarant to an Owner, the maximum general annual assessment shall be \$\_\_\_\_\_ per lot.
- (b) From and after January 1 of the year immediately following the year of the conveyance of the first Lot by the Declarant to an Owner, the maximum general annual assessment may not be increased for each year more than 10% above the maximum general annual assessment for the previous year without a vote of the membership.
- (c) The maximum general annual assessment may be increased above the amount provided in Section 4.3(b) by vote of two-thirds (2/3) of Members who are voting in person or by proxy at a meeting duly called for such purpose.
- (d) The Board of Directors of the Association may, after consideration of the current assessment costs and future needs of the Association, fix the actual assessment for any lesser amount.

4.4 Special Assessments for Capital Improvements. In addition to the general annual assessments authorized by Section 4.3, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any reconstruction, unexpected repair or replacement of a Roadway, provided, however, that any such assessment shall require the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

4.5 Notice of Meeting. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or Section 4.5 shall be sent to all Members,

and to any mortgagee who shall request such notice in writing, no less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held later than sixty (60) days following the precedent meeting.

4.6 Uniform Rate of Assessment. Subject to Section 4.4, both general annual and special assessments must be fixed at a uniform rate of all Lots; provided, however, than any Lots owned by the Declarant shall be assessed an amount equal to one-fourth (1/4) of the amount assessed against Lots owned by persons other than the Declarant; provided, further, that notwithstanding anything set forth in the preceding clause to the contrary, a Lot owned by the Declarant shall be assessed on the same basis as a Lot owned by any person other than the Declarant from and after the time that a building constructed upon such Lot is used as a dwelling for residential purposes.

4.7 Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day of the calendar month following the conveyance of the first Lot to a person other than the Declarant. In the event that the general annual assessments with respect to any Lot, shall commence during any calendar year on any day other than January 1, the amount of such assessments payable for such year shall be that proportion of the full amount applicable to the entire calendar year which the number of remaining full calendar months in such year bears to the number twelve. All assessments, both general and special, may be collected on a monthly, or other periodic basis, and with such due dates as the board of Directors may determine and establish.

4.8 Effect of Nonpayment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association.

- (a) If any assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof, as hereinafter provided, thereupon become a continuing lien of such Lot or Lots which shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his in title unless expressly assumed by them. Such lien shall run in favor of the Association and shall be superior to all other liens and encumbrances on such Lot except the following:

- (i) Liens for general real estate taxes and special assessments levied by any governmental authority; and,
  - (ii) The lien of any first mortgage as provided in Section 4.12 hereof.
- (b) All other lienors acquiring liens on any Lot after this Declaration shall have been recorded and whose liens shall also have been recorded, shall be deemed to consent that their liens shall be and remain inferior to future liens provided for herein whether or not such consent has been expressed in the instruments creating their lien.
- (c) To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting further the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot and a description of the Lot and file or record the same, but such notice of lien shall not be recorded until such assessment has been wholly or partially unpaid for at least thirty (30) days from the due date. Such lien may be enforced and foreclosed either by judicial foreclosure by the Association in the same manner in which mortgages on real Property may be foreclosed in Minnesota Statutes for the foreclosure of a mechanic's lien. Each Owner, by acceptance of a deed for any Lot, does further hereby give full and complete power of sale to the Association and does consent to a foreclosure of the assessment lien by advertisement. In the event of any such foreclosure, and in the further event that the Association shall prevail in any such foreclosure, the person personally obligated to pay the same shall be required to pay all costs of foreclosure including, but not limited to, reasonable attorneys' fees. All such costs and expenses shall be further secured by the lien being foreclosed. The person personally obligated to pay such lien, shall also be required to pay the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as the Owner hereof. A release of the notice of lien shall be executed by an officer of the Association and recorded upon payment of all sums secured by such lien.
- (d) Any encumbrancer holding a lien on any Lot may pay, but shall not be required to pay, any amounts secured by the lien created and authorized by this Section and upon payment of such sums, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including, but not limited to, priority as to any other lien or interest in such Lot.

- (e) The Association shall, upon written requires, report to any first Mortgagee or other encumbrancer of a Lot the amount of any assessments remaining unpaid for a period longer than thirty (30) days after the same shall become due.
- (f) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of eight percent (8%) per annum. No Owner may waive or otherwise escape personally liability for the assessments provided for herein by abandonment of his Lot. A suit to recover a money judgment for such expenses, with costs of collection and interest as provided for herein, shall be maintainable by the Association without foreclosing or waiving the lien securing the same.

4.9 Subordination of Lien to First Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first Mortgage, and the sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a first Mortgages, or pursuant to any other proceeding or arrangement in lieu of such foreclosure, shall extinguish the lien of such assessments as to installments which became due prior to the effective date of such sale, transfer or acquisition by the Mortgagee to the end that no assessment liability shall accrue to an acquiring Mortgagee except with respect to installments of assessments becoming due after possession has passed to such acquiring Mortgagee, whether such possession has passed at the termination of any period or redemption or otherwise, and in the event of the extinguishment of such assessment lien as aforesaid, the entire amount of such unpaid assessment shall be reallocated and assessed against, and payable by the Owners of all other Lots in the Association, exclusive of such mortgage Lot. No such sale, transfer or acquisition of possession shall relieve an Owner or a Lot from liability for any assessments thereafter becoming due or from the lien thereof or shall relieve the person personally obligated to pay the assessments which were levied prior to the transfer of such Property from the personal obligation to pay the same.

## **ARTICLE V RESTRICTIONS ON USE OF PROPERTY**

5.1 Subdivision Prohibited. No Lot within the Plat of Ravenwood may be subdivided or partitioned without the prior written approval of all Owners and all secured parties holding first mortgages on any Lot.

5.2 Residential Use. The Lots shall be used by Owners and their guests exclusively as private, single family residential dwellings, and not for transient, hotel,

commercial, business or other non-residential purposes, except as provided in Section 5.3. Any lease of a Lot or building thereon (except for occupancy by guests with the consent of the Owner) for a period of less than 7 days, or any occupancy which includes any services customarily furnished to hotel or resort guests, shall be presumed to be for transient purposes.

5.3 Business Use Restricted. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted on any Lot; except an Owner or occupant residing on a Lot may keep and maintain his or her business or professional records on such Lot and handle matters relating to such business by telephone or correspondence therefrom, provided that such uses are incidental to the residential use, do not involve physical alteration of the Lot or building thereon and do not involve any observable business activities such as signs, advertising displays, bulk mailings, deliveries, or visitation or use of the Lot by customers or employees.

5.4 Leasing. Leasing of Lots and buildings thereon shall be allowed, subject to reasonable regulation by the Association, and subject to the following conditions: (i) that no Lot shall be leased for transient or hotel purposes, (ii) that no Lot may be subleased, (iii) that all leases shall be in writing and shall provide that they are subordinate and subject to the provisions of the Declaration, and (iv) that any failure of the lessee to comply with the terms of the Declaration shall be a default under the lease.

5.5 Mobile Home Exclusion. No trailer homes, mobile homes, motor homes, campers or recreational vehicles may be used for temporary shelter or for permanent residence upon the Property, except that, visitors may use their recreational vehicle for a visit of not over seven days and that such dwelling units may be utilized by a Lot Owner only on a Lot for a period of no more than two consecutive years and only while a permanent structure is being constructed on the Lot.

5.6 Natural Vegetative State. No altering of the natural vegetation on a Lot shall be permitted, except clearing of trees and grubbing of vegetation will be permitted as follows:

- A. As required for purposes of construction of buildings, parking, roadways, utilities, septic systems and other uses accessory to residential uses, but not to exceed a total of 5% of the total area of the Lot.
- B. For removal of down and dead trees and plant material.
- C. In other areas after submission of site plans and photographs showing the proposed changes to the Association and after the express written approval

of the Board of Directors of the Association received before the work is commenced. The Association shall consider the following in approving or not approving any plans or specifications:

Natural grades shall be maintained and shall not be materially altered. Wooded areas shall be preserved and no trees exceeding six inches in diameter shall be removed except in the case of a diseased tree or one severely damaged by the elements. All dead or diseased trees shall be replaced with healthy trees of the type native to the area.

An Owner violating this section may be required to replant cleared areas with trees and vegetation of reasonably similar size and species as was removed.

5.7 Lights Prohibited. No automatic utility dusk-to-dawn exterior lights are permitted on the Property. All exterior lights on any Lot shall be designed to project light downward and not upward or toward adjoining Lots.

5.8 Parking. Garages and parking areas on the Property shall be used only for parking of vehicles owned or leased by Owners and their guests, and such other incidental uses as may be authorized in writing by the Association. The use of garages, driveways and other parking areas on the Property, and the types of vehicles and personal Property permitted thereon, shall be subject to regulation by the Association, including without limitation the right of the Association to tow illegally parked vehicles or to remove unauthorized personal Property.

5.9 Animals. No animal may be bred, or kept or maintained for business or commercial purposes, anywhere on the Property. However, the Association shall have the exclusive authority to prohibit, or to allow and regulate, by Rules and Regulations, the keeping of animals on the Property. The word "animal" shall be construed in its broadest sense and shall include all living creatures except humans.

5.10 Quiet Enjoyment; Interference Prohibited. All Owners and their guests shall have a right of quiet enjoyment in their respective Lots, and shall use the Property in such a manner as will not cause a nuisance, nor unduly restrict, interfere with or impede the use of the Property by other Owners and their guests. Garage sales, yard sales and similar activities are prohibited.

5.11 Compliance with Law. No use shall be made of the Property which would violate any then existing municipal codes or ordinances, or state or federal laws, nor shall any act or use be permitted which could cause waste to the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense, for the Association or any Owner and their guests.

5.12 Signs. No sign of any kind shall be displayed to the public view on any Lot, except Owner identification signs of natural wood no larger than 10 square feet in surface area, and except that a "For Sale" sign may be displayed provided that it is in such form as the Association may require, except that Declarant shall be permitted to erect and maintain upon the Property such signs as it deems appropriate to advertise the development until the Declarant conveys the last lot.

5.13 Structure Color. Any structure erected on a Lot shall be painted or stained in natural, earth-tone colors that blend with the predominant background of the Property.

5.14 Building Height. The height of any building on the Property shall not exceed 30 feet as measured from the average elevation of the finished grade to the highest point of the building roof.

## ARTICLE VI GENERAL PROVISIONS

6.1 Notices. Any notice required to be sent to any [Member or] Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as [Member or] Owner on the records of [the Association] at the time of such mailing.

6.2 Enforcement. In the event any Owner fails to comply with the provisions of this Declaration, or the Bylaws or Articles of Incorporation of the Association or with decisions of the Association or its Board which are made pursuant thereto, such failure will give rise to a cause of action on the part of [the Association, or any aggrieved Owner for the recovery of damages or for injunctive relief, or both. Enforcement of these covenants may be by any proceeding at law or in equity.

6.3 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

6.4 Duration of Covenants, Restrictions, and Easements. The covenants, restrictions and easements of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, or their respective legal representatives, heirs, successors and assigns. The easements set forth herein shall be perpetual.

6.5 Amendments. The covenants of this Declaration may be amended by not less than seventy percent (70%) of the Lot Owners. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned Declarant has caused this document to be executed as of the day and year first above written.

Dated: \_\_\_\_\_

DECLARANT  
\_\_\_\_\_

By:

\_\_\_\_\_

By:

STATE OF MINNESOTA    )  
                                  ) ss.  
COUNTY OF COOK        )

The foregoing instrument was acknowledged by me this \_\_\_ day of \_\_\_\_\_,  
2013, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:  
Scott W. Smith  
Attorney at Law  
1710 West Highway 61  
P.O. Box 66  
Grand Marais, MN 55604

**Totals**

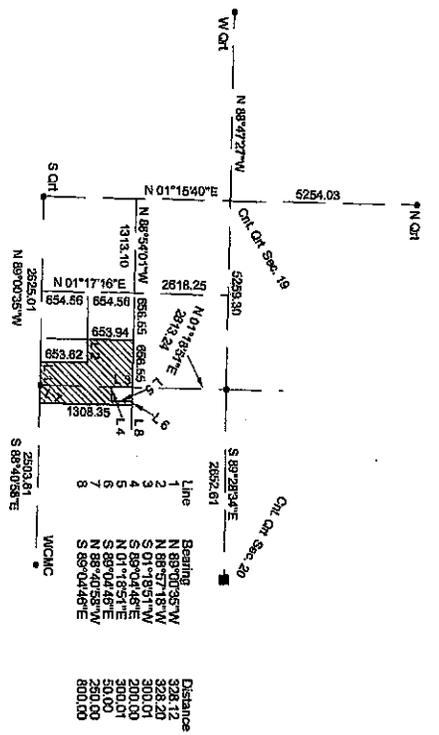
+/- 17.29 Acres  
7 lots

- +/- 1090 lineal feet of road within plat
- +/- 515 lineal feet of road outside of plat
- +/- 1605 lineal feet of new road construction.

Average length of driveway = 150x15 wide x 6 lots = 0.31 acres  
 Average cleared area for house and garage site = 90x120' x 6 lots = 1.49 acres  
 Expected clearing for road = 32x 1230 L.F. = 0.90 acres

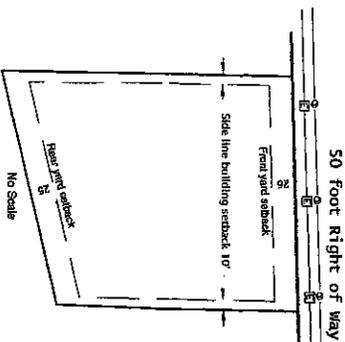
Total projected clearing of natural woods = approx. 2.70 acres,  
 or 16 % of total project area.

Current R-1 zone district, 1.61 acre minimum lot size, 350 x 200 feet minimum  
 lot size. Setbacks shown on detail lower left.



**Typical Lot Setback and Utility Detail**

Note:  
 Utilities to be located within the road right of way.



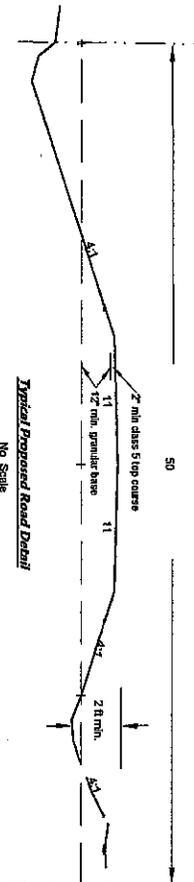
Owner:  
 HRI Highway 01, LLC  
 c/o: Tom Healy  
 PO Box 633  
 Whitefish, MT 59937  
 (406) 212-0802

Welland Delinctor:  
 Thomas Fall  
 Soil & Water - Environmental Consulting  
 6074 East Bowman Lake Road  
 Duluth, MN 55808  
 (218) 341-1775

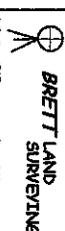
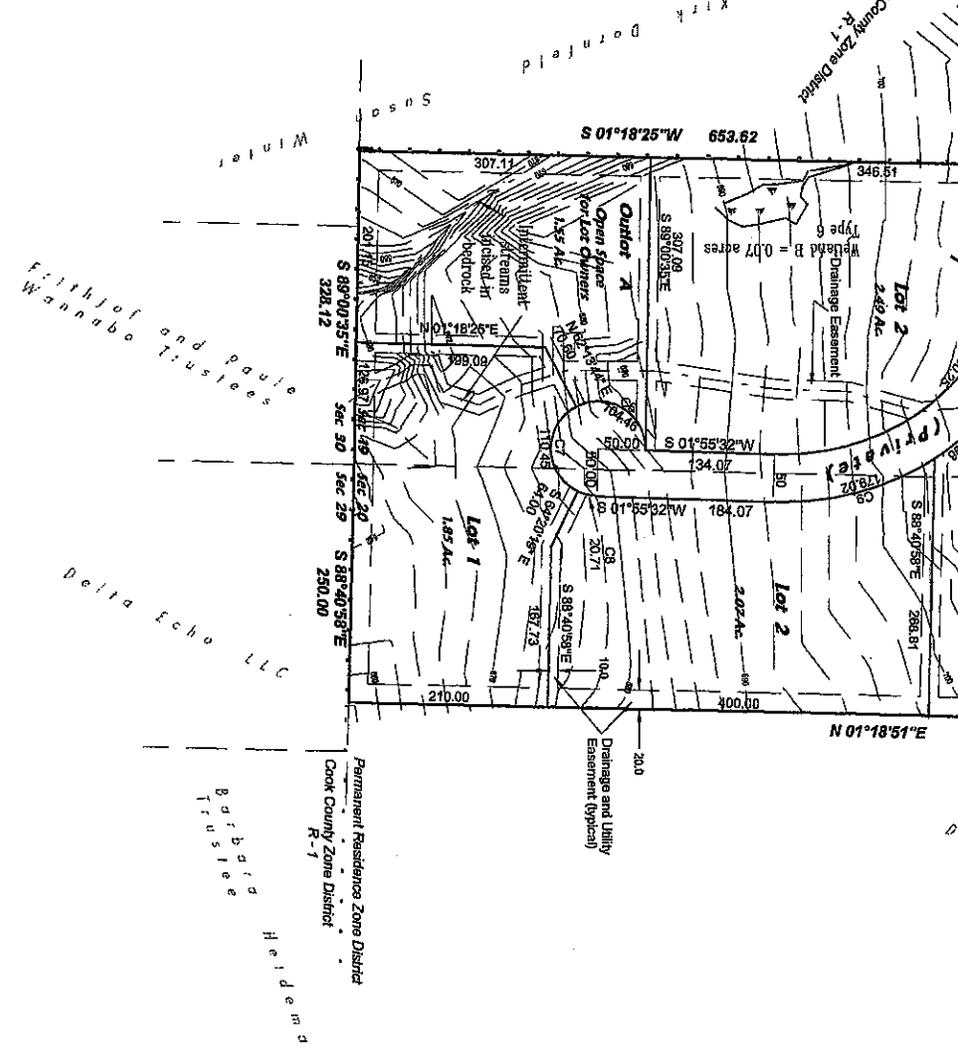
Soils Investigation: See letter regarding  
 on-site soil treatment criteria as set  
 forth by MPCA

Jeffrey K. Swell, Ls#18085

Date:



**Typical Proposed Road Detail**  
 No Scale



Prepared For:  
**Healy / Rysdahl**

122 Box 555 Grand Marais 499 585-2126 MUNICIPALITY	Grand Marais 1600 N. 557th 55604	BROWN JTB CHED CT DISC FILE#JLW182ZAK	BOOK PAGE W.O. No. 693
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# City of Grand Marais

## MEMO

TO: Mayor Carlson  
City Council Members  
FROM: Michael J. Roth, City Administrator  
DATE: May 24, 2013  
SUBJECT: Oswald Assessment Deferral

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Phil and Lorrie Oswald recently purchased a property on 3<sup>rd</sup> St with a deferred assessment against it. This assessment deferral agreement was made with the previous owner. The assessment deferral is attached, and states that the assessment will be levied against the property if it is split into more than one building lot or if more than one residential dwelling is allowed to be constructed. The Oswald's indicated their desire to construct garage with an apartment above, and later construct a single family home on the property. I informed them that this would be considered multiple dwelling units, and would trigger the assessment. They offer the attached letter for the City Council's consideration.

Here is the definition of dwelling unit from the zoning ordinance.

Dwelling Unit – One room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy, or rental or lease on a weekly, monthly, or longer basis, and physically separated from any other rooms or dwelling units which may be in the same structure, and containing independent cooking and sleeping facilities.

## CityHall

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**From:** Poswald853 [poswald853@gmail.com]  
**Sent:** Thursday, May 23, 2013 11:31 AM  
**To:** cityhall@boreal.org  
**Cc:** John Oberholtzer; Oswald Lorrie  
**Subject:** Parcel 80-3313-0140

Dear Mr. Roth:

Regarding our property, parcel number 80-3313-0140, and the deferred assessment levied on the property:

We understand that, though our lot is currently not dividable, if it ever were allowed to be divided or have rental income, the deferred assessment would be reinstated. We have no intention of ever doing that.

We want to assure you that our plans will fit within the spirit of the agreement on the deferred assessment. We would assert that a coach house over a garage does not constitute a separate living unit but just guest accommodations. We have been visiting the Grand Marais area with our children most of their lives (since about 1985) and we know they want to visit us when we move there. We don't have any intention of renting out that space, have anyone but our guests using those quarters, nor take advantage of the agreement on the deferred assessment. We believe, and we think others may agree, that a small coach house over a garage does not imply that it would become a "rental." We won't let that happen and are willing to put that in writing if necessary. We don't want anyone to take advantage of the City of Grand Marais and we just don't see how having guest quarters over our garage would do that.

We would like this matter brought before the City Council and we have asked John Oberholzer to represent us at the next Council meeting when this matter is on the agenda.

Thank you very much. We appreciate your consideration.

Phil and Lorrie Oswald

from my tablet  
Phil Oswald  
DePere, Wisconsin

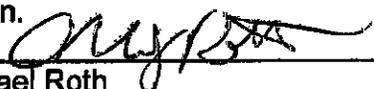
Property Owner Name: COLLEEN BRENNAN	Property Legal Description: Lots 14-20, inclusive, Block 13, CENTRAL ADDITION to the Village (now City) of Grand Marais, Cook County, Minnesota
Property PID Number 80-313-0140	

**NOTICE OF DEFERRAL OF SPECIAL ASSESSMENTS**

The City of Grand Marais hereby certifies that the lien for special assessments affecting the above-described real property has been modified. That in accordance with approval granted on May 13, 2009, that a portion of the special assessments on the above described property in the amount of \$15,256.11 shall be deferred with interest at the annual rate of 5.50%.

This deferred assessment shall be levied against the property if at any time in the future: 1) the property is allowed to be subdivided into more than one building lot, or 2) a multiple unit dwelling or more than one residential dwelling are constructed or allowed to be constructed on the property.

I, Michael Roth, City Administrator of the City of Grand Marais, Cook County, State of Minnesota, do hereby certify that in accordance with approval granted, that the special assessments on the above described property in the amount of \$15,256.11, should be deferred with interest at the annual rate of 5.50%, until such time as it is deemed the property loses its eligibility for the deferral as set forth herein.

  
 \_\_\_\_\_  
 Michael Roth  
 City Administrator

Date 5/13/09

Note: All deferred special assessments shall be charged simple interest at the same rate charged on the assessment, which was deferred until termination of the deferral status.

EXTRACT OF MINUTES OF A MEETING  
OF THE CITY COUNCIL  
CITY OF GRAND MARAIS, MINNESOTA

HELD: May 29, 2013

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Grand Marais, Cook County, Minnesota, was duly called and held at the City Hall on May 29, 2013, at \_\_\_\_\_ P.M., for the purpose, in part, of authorizing the issuance and awarding the sale of \$3,680,000 General Obligation Refunding Bonds, Series 2013A.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION PROVIDING FOR THE ISSUANCE SALE OF \$3,680,000 GENERAL  
OBLIGATION REFUNDING BONDS, SERIES 2013A, PLEDGING FOR THE SECURITY  
THEREOF SPECIAL ASSESSMENTS AND NET REVENUES AND LEVYING A TAX FOR  
THE PAYMENT THEREOF

A. WHEREAS, the City Council of the City of Grand Marais, Minnesota (the "City"), hereby determines and declares that it is necessary and expedient to provide moneys for (i) partial net cash advance refundings of the City's (i) \$710,000 original principal amount of General Obligation Improvement Bonds, Series 2004A, dated June 1, 2004 (the "Prior 2004 Improvement Bonds"), which mature on and after February 1, 2015, (ii) \$895,000 original principal amount of General Obligation Improvement Bonds, Series 2005C, dated November 22, 2005 (the "Prior 2005 Improvement Bonds"), which mature on and after February 1, 2016; (iii) \$2,695,000 original principal amount of General Obligation Improvement Bonds, Series 2008A, dated October 7, 2008 (the "Prior 2008 Improvement Bonds"), which mature on and after February 1, 2017; and (iv) a current refunding of the City's \$372,000 original principal amount of General Obligation Sewer Revenue Bonds of 2006, dated January 17, 2006 (the "Prior Sewer Bonds"), which mature on and after February 1, 2014; and

B. WHEREAS, (i) \$465,000 aggregate principal amount of the Prior 2004 Improvement Bonds which matures on and after February 1, 2015 (the "Callable 2004 Improvement Bonds"), is callable on February 1, 2014 (the "February 1, 2014 Call Date"), at a price of par plus accrued interest, as provided in the resolution adopted on May 19, 2004, authorizing the issuance of the Prior 2004 Improvement Bonds (the "Prior 2004 Improvement Resolution"); (ii) \$625,000 aggregate principal amount of the Prior 2005 Improvement Bonds which matures on and after February 1, 2016 (the "Callable 2005 Improvement Bonds"), is callable on February 1, 2015 (the "February 1, 2015 Call Date"), at a price of par plus accrued interest, as provided in the resolution adopted on October 26, 2005, authorizing the issuance of the Prior 2005 Improvement Bonds (the "Prior 2005 Improvement Resolution"); (iii) \$1,855,000 aggregate principal amount of the Prior 2008 Improvement Bonds which matures on and after February 1, 2017 (the "Callable 2008 Improvement Bonds"), is callable on February 1, 2016 (the "February 1, 2016 Call Date"), at a price of par plus accrued interest, as provided in the

resolution adopted on September 10, 2008, authorizing the issuance of the Prior 2008 Improvement Bonds (the "Prior 2008 Improvement Resolution"); and (iv) \$329,000 aggregate principal amount of the Prior Sewer Bonds which matures on and after January 1, 2014, is callable on July 1, 2013 (the "Refunded Sewer Bonds"), at a price of par plus accrued interest, as provided in the resolution adopted on January 11, 2006, authorizing the issuance of the Prior Sewer Bonds (the "Prior Sewer Resolution") and

C. WHEREAS, (i) the Prior 2004 Improvement Bonds, the Prior 2005 Improvement Bonds, and the Prior 2008 Improvement Bonds are sometimes referred to herein together as the "Prior Improvement Bonds"; (ii) the Prior 2004 Improvement Bonds, the Prior 2005 Improvement Bonds, the Prior 2008 Improvement Bonds, and the Prior Sewer Bonds are sometimes referred to herein together as the "Prior Bonds"; (iii) the Callable 2004 Improvement Bonds, the Callable 2005 Improvement Bonds and the Callable 2008 Improvement Bonds are sometimes referred to herein together as the "Refunded Improvement Bonds"; (iv) the Refunded Improvement Bonds and the Refunded Sewer Bonds are sometimes referred to herein together as the "Refunded Bonds"; (v) the Prior 2004 Improvement Resolution, the Prior 2005 Improvement Resolution, and the Prior 2008 Improvement Resolution are sometimes referred to herein together as the "Prior Improvement Resolutions"; and (vi) the Prior 2004 Improvement Resolution, the Prior 2005 Improvement Resolution, the Prior 2008 Improvement Resolution, and the Prior Sewer Resolution are sometimes referred to herein together as the "Prior Resolutions"; and

D. WHEREAS, the refunding of the Refunded Bonds is consistent with covenants made with the holders thereof; and

E. WHEREAS, the City Council hereby determines and declares that it is necessary and expedient to issue \$3,680,000 General Obligation Refunding Bonds, Series 2013A (the "Bonds" or individually, a "Bond"), pursuant to Minnesota Statutes, Chapter 475, to provide moneys for (i) partial net cash refundings of the Refunded Improvement Bonds and (ii) a current refunding of the Refunded Sewer Bonds; and

F. WHEREAS, the City owns and operates a municipal sanitary sewer utility system (the "System") as a separate revenue producing public utility and other than the Prior Sewer Bonds, there are no outstanding bonds which constitute a prior lien upon the net revenues of the System; and

G. WHEREAS, the City has retained Ehlers and Associates, Inc, in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the sale of the Bonds and was therefore authorized to sell the Bonds by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bonds have been solicited by Ehlers; and

H. WHEREAS, the proposals set forth on Exhibit A attached hereto were received by the City Administrator-Clerk-Treasurer, or designee, at the offices of Ehlers, at 10:00 a.m. this same day pursuant to the Terms of Proposal established for the Bonds; and

I. WHEREAS, it is in the best interests of the City that the Bonds be issued in book-entry form as hereinafter provided; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grand Marais, Minnesota, as follows:

1. Acceptance of Proposal. The proposal of \_\_\_\_\_ (the "Purchaser"), to purchase the Bonds in accordance with the Terms of Proposal, at the rates of interest hereinafter set forth, and to pay therefor the sum of \$ \_\_\_\_\_, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received and is hereby accepted, and the Bonds are hereby awarded to the Purchaser. The City Administrator-Clerk-Treasurer is directed to retain the deposit of the Purchaser and to forthwith return to the unsuccessful bidders any good faith checks or drafts.

2. Bond Terms.

(a) Original Issue Date; Denominations; Maturities. The Bonds shall dated June 20, 2013, as the date of original issue, shall be issued forthwith on or after such date in fully registered form, shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations") and shall mature on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2014		2023	
2015		2024	
2016		2025	
2017		2026	
2018		2027	
2019		2028	
2020		2029	
2021		2030	
2022			

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

(b) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of

complying with this requirement under paragraphs 6 and 11 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 11, references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all

notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

(viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(x) In the case of a partial prepayment of a Bond, the Holder may, in lieu of surrendering the Bonds for a Bond of a lesser denomination as provided in paragraph 6 hereof, make a notation of the reduction in principal amount on the panel provided on the Bond stating the amount so redeemed.

(c) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.

(ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is

willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 11. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 11, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (c) shall limit or restrict the provisions of paragraph 11.

(d) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Allocation of Bonds to Prior Improvement Bonds and Prior Sewer Bonds; Allocation of Prepayments to Portions of Debt Service. The aggregate principal amount of \$\_\_\_\_\_ maturing in each of the years and amounts hereinafter set forth are issued to refund the Prior Improvement Bonds (the "Improvement Bonds Refunding Portion"). The aggregate principal amount of \$\_\_\_\_\_ maturing in each of the years and amounts hereinafter set forth are issued to refund the Prior Sewer Bonds (the "Sewer Bonds Refunding Portion"):

<u>Year</u>	<u>Improvement Bonds Refunding Portion</u>	<u>Sewer Bonds Refunding Portion</u>	<u>Total</u>
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			

If Bonds are prepaid, the prepayments shall be allocated to the portions of debt service (and hence allocated to the payment of Bonds treated as relating to a particular portion of debt service) as provided in this paragraph. If the source of prepayment is the general fund of the

City, or other generally available source, the prepayment may be allocated to any of the portions of debt service in such amounts as the City shall determine. If the source of a prepayment is special assessments or taxes pledged to the Prior Improvement Bonds, the prepayment shall be allocated to the Improvement Bonds Refunding Portion of debt service. If the source of a prepayment is net revenues of the System pledged to the Prior Sewer Bonds, the prepayment shall be allocated to the Sewer Bonds Refunding Portion of debt service.

4. Purpose; Refunding Findings. The Bonds shall provide funds for (i) partial net cash refundings of the Refunded Improvement Bonds and (ii) a current refunding of the Refunded Sewer Bonds (together, the "Refunding"). It is hereby found, determined and declared that the Refunding is pursuant to Minnesota Statutes, Section 475.67. Pursuant to Minnesota Statutes, Section 475.67, Subdivision 13, with respect to the refundings, as of the call dates, shall result in a reduction of the present value of the dollar amount of the debt service to the City from a total dollar amount of \$ \_\_\_\_\_ for the Prior Improvement Bonds to a total dollar amount of \$ \_\_\_\_\_ for the Improvement Bonds Refunding Portion, both computed in accordance with the provisions of Minnesota Statutes, Section 475.67, Subdivision 12. Accordingly the dollar amount of such present value of the debt service for the Improvement Bonds Refunding Portion is lower by at least three percent than the dollar amount of such present value of the debt service for the Prior Improvement Bonds, as required in Minnesota Statutes, Section 475.67, Subdivision 12.

5. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2014, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2014		2023	
2015		2024	
2016		2025	
2017		2026	
2018		2027	
2019		2028	
2020		2029	
2021		2030	
2022			

6. Redemption. All Bonds maturing on February 1, 2023, and thereafter, shall be subject to redemption and prepayment at the option of the City on February 1, 2022, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the selection of the amounts and maturities of the Bonds to be prepaid shall be at the discretion of the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the

paying agent and to each affected registered holder of the Bonds at least thirty days prior to the date fixed for redemption.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the City or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the City and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the City shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

7. Bond Registrar. Bond Trust Services Corporation, in Roseville, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 11.

8. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COOK COUNTY  
CITY OF GRAND MARAIS

R- \_\_\_\_\_ \$ \_\_\_\_\_

GENERAL OBLIGATION REFUNDING BOND, SERIES 2013A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1,	June 20, 2013	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Grand Marais, Cook County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, unless called for earlier redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2014, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation, in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. The Bonds of this issue (the "Bonds") maturing on February 1, 2023, and thereafter, shall be subject to redemption and prepayment at the option of the Issuer on February 1, 2022, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturity and the principal amounts within each maturity to be redeemed shall be determined by the Issuer and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Bonds at least thirty days prior to the date fixed for redemption.

Prior to the date on which any Bond or Bonds are directed by the Issuer to be redeemed in advance of maturity, the Issuer will cause notice of the call thereof for redemption identifying the Bonds to be redeemed to be mailed to the Bond Registrar and all Bondholders, at the addresses shown on the Bond Register. All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of the Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds of the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$3,680,000, all of like date of original issue and tenor, except as to number, maturity, interest rate and denomination, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on May 29, 2013 (the "Resolution"), for the purpose of providing funds for a refunding of certain outstanding bonds of the Issuer. This Bond is payable out of the Debt Service Account. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law, and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Grand Marais, Cook County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its Administrator-Clerk-Treasurer, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

\_\_\_\_\_

**BOND REGISTRAR'S  
CERTIFICATE OF  
AUTHENTICATION**

This Bond is one of the Bonds  
described in the Resolution  
mentioned within.

Bond Trust Services Corporation  
Roseville, Minnesota  
Bond Registrar

By \_\_\_\_\_  
Authorized Signature

Registrable by: BOND TRUST SERVICES  
CORPORATION

Payable at: BOND TRUST SERVICES  
CORPORATION

CITY OF GRAND MARAIS,  
COOK COUNTY, MINNESOTA

/s/ Facsimile  
\_\_\_\_\_

/s/ Facsimile  
\_\_\_\_\_

Administrator-Clerk-Treasurer



PREPAYMENT SCHEDULE

This Bond has been prepaid in part on the date(s) and in the amount(s) as follows:

<u>DATE</u>	<u>AMOUNT</u>	<u>AUTHORIZED SIGNATURE OF HOLDER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. Execution; Temporary Bonds. The Bonds shall be in typewritten form, shall be executed on behalf of the City by the signatures of its Mayor and Administrator-Clerk-Treasurer and be sealed with the seal of the City; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

10. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on such Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue of June 20, 2013. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

11. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 10) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or his, her or its attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Administrator-Clerk-Treasurer is hereby authorized to negotiate and execute the terms of said agreement.

12. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

13. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

14. Treatment of Registered Owner. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 13) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

15. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the Administrator-Clerk-Treasurer to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

16. Fund and Accounts. There is hereby created a special fund designated the General Obligation Refunding Bonds, Series 2013A Fund (the "Fund"), to be administered and maintained by the Administrator-Clerk-Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Operation and

Maintenance Account heretofore established by the City shall continue to be maintained in the manner heretofore provided by the City. All moneys remaining after paying or providing for the items set forth in the resolutions establishing the Operation and Maintenance Account shall constitute or are referred to as "net revenues" until the Sewer Bonds Refunding Portion have been paid. There shall be maintained in the Fund the following separate accounts to which shall be credited and debited all income and disbursements of the System as hereinafter set forth. The Administrator-Clerk-Treasurer and all officials and employees concerned therewith shall establish and maintain financial records of the receipts and disbursements of the System in accordance with this resolution. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon shall have been fully paid. There shall be maintained and created in the fund the "Payment Account" and a "Debt Service Account":

(a) Escrow Account. The Escrow Account shall be maintained as an escrow account with U.S. Bank, National Association (the "Escrow Agent"), in St. Paul, Minnesota, which is a suitable financial institution within or without the State. Money in the Escrow Account shall be used solely for the purposes herein set forth and for no other purpose, except that any surplus in the Escrow Account may be remitted to the City, all in accordance with the Escrow Agreement (the "Escrow Agreement") by and between the City and Escrow Agent, a form of which is on file in the office of the Administrator-Clerk-Treasurer. Proceeds of the sale of the Improvement Bonds Refunding Portion in the amount of \$ \_\_\_\_\_ shall be received by the Escrow Agent and applied to fund the Escrow Account and \$ \_\_\_\_\_ in proceeds of the sale of the Bonds shall be used to pay costs of issuing the Bonds. Proceeds of the Improvement Bonds Refunding Portion, less Bond proceeds used to pay costs of issuance of the Bonds and any proceeds returned to the City, are hereby irrevocably pledged and appropriated to the Escrow Account, together with all investment earnings thereon. The Escrow Account shall be invested in securities maturing or callable at the option of the holder on such dates and bearing interest at such rates as shall be required to provide sufficient funds, together with any cash or other funds retained in the Escrow Account, to pay (i) interest on the callable portion of the Series 2004A Bonds from June 20, 2013 through February 1, 2014 and to pay the principal being refunded on the Series 2004A Bonds on February 1, 2014; (ii) interest on the callable portion of the Series 2005C Bonds from June 20, 2013 through February 1, 2015 and to pay the principal being refunded on the Series 2005C Bonds on February 1, 2015; and (iii) interest on the callable portion of the Series 2008A Bonds from June 20, 2013 through February 1, 2015 and to pay the principal being refunded on the Series 2008A Bonds on February 1, 2016. Any money remitted to the City pursuant to the Escrow Agreement shall be deposited in the Debt Service Account.

(b) Payment Account. Proceeds of the sale of the Sewer Bonds Refunding Portion in the amount of \$ \_\_\_\_\_ shall be deposited in the Payment Account. On or prior to July 1, 2013, the Finance Officer shall transfer \$ \_\_\_\_\_ of the Sewer Bonds Refunding Portion from the Payment Account to the United States of America, Department of Agriculture, Baxter, Minnesota, Rural Development Office, which sum is sufficient to pay the principal and interest due on the Sewer Bonds Refunding Portion on July 1, 2013, including the principal of the Refunded Sewer Bonds called for redemption on that date. Any monies remaining in the Payment Account after payment of the Refunded Sewer Bonds shall be transferred to the Debt Service Account.

(c) Debt Service Account. There shall be maintained the following separate subaccounts in the Debt Service Account to be designated the "Improvement Debt Service Subaccount" and the "Sewer Revenue Debt Service Subaccount". There are hereby irrevocably appropriated and pledged to, and there shall be credited to the separate subaccounts of the Debt Service Account:

(i) Improvement Debt Service Subaccount. To the Improvement Debt Service Subaccount there is hereby pledged and irrevocably appropriated and there shall be credited: (i) after the February 1, 2014 Call Date, with respect to the Prior 2004 Improvement Bonds and the February 1, 2015 Call Date, with respect to the Prior 2005 Improvement Bonds and the February 1, 2016 Call Date with respect to the 2008 Improvement Bonds, all uncollected special assessments pledged to the payment of the Prior Improvement Bonds; (ii) any collections of all taxes heretofore or hereafter levied for the payment of the Prior Improvement Bonds and interest thereon which are not needed to pay the Prior Improvement Bonds as a result of the Refunding; (iii) any sums remitted to the City pursuant to the Escrow Agreement; (iv) all investment earnings on funds in the Improvement Debt Service Subaccount and (v) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Improvement Debt Service Subaccount. The amount of any surplus remaining in the Improvement Debt Service Subaccount when the Improvement Bonds Refunding Portion and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4. The moneys in the Improvement Debt Service Subaccount shall be used solely to pay the principal of and interest on the Improvement Bonds Refunding Portion or any other bonds hereafter issued and made payable from the Fund.

(ii) Sewer Revenue Debt Service Subaccount. To the Sewer Revenue Debt Service Subaccount there is hereby pledged and irrevocably appropriated and there shall be credited (i) the net revenues of the System not otherwise pledged and applied to the payment of other obligations of the City, in an amount, together with other funds which may herein or hereafter from time to time be irrevocably appropriated sufficient to meet the requirements of Minnesota Statutes, Section 475.61 for the payment of the principal and interest of the Sewer Bonds Refunding Portion; (ii) any collections of all taxes which may hereafter be levied in the event that the net revenues of the System and other funds herein pledged to the payment of the principal and interest on the Sewer Bonds Refunding Portion are insufficient therefor; (iii) any balance remaining after July 1, 2013, in the General Obligation Sewer Revenue Bonds of 2006 Debt Service Fund established by the Prior Sewer Resolution; (iv) all investment earnings on funds in the Sewer Revenue Debt Service Subaccount; and (v) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Sewer Revenue Debt Service Subaccount. The amount of any surplus remaining in the Sewer Revenue Debt Service Subaccount when the Sewer Bonds Refunding Portion is paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (a) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued, and (b) in addition to the above, in an

amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Fund (or any other City account which will be used to pay principal and interest to become due on the Bonds) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. In addition, the proceeds of the Bonds and money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the federal Internal Revenue Code of 1986, as amended (the "Code").

17. Covenants Relating to Prior Improvement Bonds.

(a) Special Assessments. The City has heretofore levied special assessments pursuant to the Prior Improvement Resolutions, which were pledged to the payment of the principal and interest on the Prior Improvement Bonds. After the February 1, 2014 Call Date, with respect to the Prior 2004 Improvement Bonds and the February 1, 2015 Call Date, with respect to the Prior 2005 Improvement Bonds and the February 1, 2016 Call Date with respect to the Prior 2008 Improvement Bonds, the uncollected special assessments for the Prior Improvement Bonds are now pledged to the payment of principal and interest on the Improvement Bonds Refunding Portion. The special assessments are such that if collected in full they, together with estimated collections of taxes herein pledged for the payment of the Improvement Bonds Refunding Portion, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Improvement Bonds Refunding Portion. The special assessments were levied as provided below, payable in equal, consecutive, annual installments, with general taxes for the years shown below and with interest on the declining balance of all such assessments at the rate shown opposite such years:

<u>Improvement Designations</u>	<u>Amounts</u>	<u>Rate</u>	<u>Collection Years</u>
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See attached schedules

(b) Tax Levy; Coverage Test; Cancellation of Certain Tax Levies. To provide moneys for payment of the principal and interest on the Improvement Bonds Refunding Portion there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Years of Tax Levy</u>	<u>Years of Tax Collection</u>	<u>Amount</u>
2013-2028	2014-2029	See attached schedule

The tax levies are such that if collected in full they, together with estimated collections of special assessments and any other revenues herein pledged for the payment of the Improvement Bonds Refunding Portion and sums held in the Escrow Account, will produce at least five

percent in excess of the amount needed to meet when due the principal and interest payments on the Improvement Bonds Refunding Portion. The tax levies shall be irrevocable so long as any of the Improvement Bonds Refunding Portion are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

Upon payment of the Prior Improvement Bonds, the uncollected taxes levied in the Prior Improvement Bonds Resolutions authorizing the issuance of the Prior Improvement Bonds which are not needed to pay the Prior Improvement Bonds as a result of the Refunding shall be canceled.

(c) General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Prior Improvement Bonds as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Escrow Account or Improvement Debt Service Subaccount is ever insufficient to pay all principal and interest then due on the Prior Improvement Bonds payable therefrom, the deficiency shall be promptly paid out of any other accounts of the City which are available for such purpose, and such other funds may be reimbursed without interest from the Escrow Account or Improvement Debt Service Subaccount when a sufficient balance is available therein.

(d) Securities; Escrow Agent. Securities purchased from moneys in the Escrow Account shall be limited to securities set forth in Minnesota Statutes, Section 475.67, Subdivision 8, and any amendments or supplements thereto. Securities purchased from the Escrow Account shall be purchased simultaneously with the delivery of the Bonds. The City Council has investigated the facts and hereby finds and determines that the Escrow Agent is a suitable financial institution to act as escrow agent.

(e) Escrow Agreement. On or prior to the delivery of the Bonds the Mayor and Administrator-Clerk-Treasurer shall, and are hereby authorized and directed to, execute on behalf of the City the Escrow Agreement. The Escrow Agreement is hereby approved and adopted and made a part of this resolution, and the City covenants that it will promptly enforce all provisions thereof in the event of default thereunder by the Escrow Agent.

(f) Purchase of SLGS or Open Market Securities. The Escrow Agent, as agent for the City, is hereby authorized and directed to purchase on behalf of the City Council and in its name the appropriate United States Treasury Securities, State and Local Government Series and/or open market securities as provided in paragraph (d), from the proceeds of the Improvement Bonds Refunding Portion and, to the extent necessary, other available funds, all in accordance with the provisions of this resolution and the Escrow Agreement and to execute all such documents (including the appropriate subscription form) required to effect such purchase in accordance with the applicable U.S. Treasury Regulations.

(g) Redemption of Prior Improvement Bonds. The Prior Improvement Bonds shall be redeemed and prepaid in accordance with the terms and conditions set forth in the Notices of Call for Redemption, in the forms attached to the Escrow Agreement, which terms and conditions are hereby approved and incorporated herein by reference. The Notices of Call for Redemption shall be given pursuant to the Escrow Agreement.

18. Covenants Relating to the Sewer Bonds Refunding Portion.

(a) Sufficiency of Net Revenues; Coverage Test. It is hereby found, determined and declared that the net revenues of the System are sufficient to pay one hundred five percent of the principal of and interest on the Sewer Bonds Refunding Portion, but solely to the extent required to meet, together with other pledged sums, the principal and interest requirements of the Sewer Bonds Refunding Portion. Nothing contained herein shall be deemed to preclude the City from making further pledges and appropriations of the net revenues of the System for the payment of other or additional obligations of the City, provided that it has first been determined by the City Council that the estimated net revenues of the System will be sufficient in addition to all other sources, for the payment of the Sewer Bonds Refunding Portion and such additional obligations and any such pledge and appropriation of the net revenues may be made superior or subordinate to, or on a parity with the pledge and appropriation herein.

(b) Covenant to Maintain Rates and Charges. In accordance with Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the Holders of the Sewer Bonds Refunding Portion that it will impose and collect charges for the service, use, availability and connection to the System at the times and in the amounts required to produce net revenues adequate to pay all principal and interest when due on the Sewer Bonds Refunding Portion. Minnesota Statutes, Section 444.075, Subdivision 2, provides as follows: "Real estate tax revenues should be used only, and then on a temporary basis, to pay general or special obligations when the other revenues are insufficient to meet the obligations".

(c) Excess Net Revenues. Net revenues in excess of those required for the foregoing may be used for any proper purpose.

(d) General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Sewer Bonds Refunding Portion as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Sewer Revenue Debt Service Subaccount is ever insufficient to pay all principal and interest then due on the Sewer Bonds Refunding Portion payable therefrom, the deficiency shall be promptly paid out of any other accounts of the City which are available for such purpose, and such other funds may be reimbursed without interest from the Sewer Revenue Debt Service Subaccount when a sufficient balance is available therein.

(e) Prior Sewer Bonds; Security and Prepayment. Until retirement of the Prior Sewer Bonds, all provisions theretofore made for the security thereof shall be observed by the City and all of its officers and agents. The actions taken on the City's behalf by Ehlers in notifying the holder of the Prior Bonds, the United States of America, Department of Agriculture, Baxter, Minnesota, Rural Development Office, about the prepayment of the Refunded Sewer Bonds on July 1, 2013, is hereby approved.

19. Prior Bonds; Security. Until retirement of the Prior Bonds, all provisions theretofore made for the security thereof shall be observed by the City and all of its officers and agents.

20. Supplemental Resolution. The Prior Resolutions are hereby supplemented to the extent necessary to give effect to the provisions of this resolution.

21. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

22. Certificate of Registration. The Administrator-Clerk-Treasurer is hereby directed to file a certified copy of this resolution with the County Auditor of Cook County, Minnesota, together with such other information as the County Auditor shall require, and to obtain the County Auditor's Certificate that the Bonds have been entered in the County Auditor's Bond Register and that the tax levy required by law has been made.

23. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

24. Negative Covenant as to Use of Proceeds and Projects. The City hereby covenants not to use the proceeds of the Bonds or to use the Projects financed by the Prior Bonds, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Projects, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

25. Tax-Exempt Status of the Bonds; Rebate. The City is subject to the rebate requirement imposed by Section 148(f) of the Code by reason of issuing (together with all subordinate entities thereof, and all entities treated as one issuer with the Issuer) more than \$5,000,000 of tax-exempt governmental obligations during this calendar year as provided in Section 148(f)(4)(D) of the Code and Section 1.148-8 of the Regulations.

26. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

- (a) the Bonds are issued after August 7, 1986;
- (b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;
- (c) the City hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;
- (d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2013 will not exceed \$10,000,000; and
- (e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2013 have been designated for purposes of Section 265(b)(3) of the Code.

Furthermore, with respect to the Sewer Bonds Refunding Portion:

- (f) each of the Refunded Sewer Bonds was designated as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code;
- (g) the average maturity of the Sewer Bonds Refunding Portion does not exceed the remaining average maturity of the Refunded Sewer Bonds;
- (h) no part of the Sewer Bonds Refunding Portion has a maturity date which is later than the date which is thirty years after the date the Refunded Sewer Bonds were issued; and
- (i) the Sewer Bonds Refunding Portion is issued to refund, and not to "advance refund" the Prior Sewer Bonds within the meaning of Section 149(d)(5) of the Code, and shall not be taken into account under the \$10,000,000 issuance limit to the extent the Sewer Bonds Refunding Portion do not exceed the outstanding amount of the Prior Sewer Bonds.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

27. Continuing Disclosure. The City is the sole obligated person with respect to the Bonds. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

- (a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at [www.emma.msrb.org](http://www.emma.msrb.org) in accordance with the Rule, certain annual

financial information and operating data in accordance with the Undertaking. The City reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the City to provide the annual financial information with respect to the City described in the Undertaking, in not more than ten (10) business days following such amendment.

(d) The City agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and Administrator-Clerk-Treasurer of the City, or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

28. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

29. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA  
COUNTY OF COOK  
CITY OF GRAND MARAIS

I, the undersigned, being the duly qualified and acting Administrator-Clerk-Treasurer of the City of Grand Marais, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to providing for the issuance and sale of \$\_\_\_\_\_ General Obligation Refunding Bonds, Series 2013A.

WITNESS my hand on May \_\_ 2013.

\_\_\_\_\_  
Administrator-Clerk-Treasurer



**Did you know?** Most shareholders can manage their holdings online with free access to Computershare's Investor Centre™ website. Use this simple tool to quickly and easily update account information, sign up for electronic delivery of documents and more. Enroll FREE today at [www.computershare.com/investor](http://www.computershare.com/investor).



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Canton Massachusetts 02021  
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457-PEDC 46789 CITY OF GRAND  
MARIAS PUBLIC EMPLOYEE  
PO BOX 600  
GRAND MARAIS MN 55604-0600

April 23, 2013

Company: METLIFE INC  
Registration: 457-PEDC 46789 CITY OF GRAND  
MARIAS PUBLIC EMPLOYEE  
Holder Account Number: C0000004685  
Document I.D.: 13107WF00545678  
Our Reference: METL/0002824140/39/

Dear Shareholder:

Thank you for contacting Computershare regarding the sale of shares of MetLife. However, we are unable to comply with your request for the following reason(s):

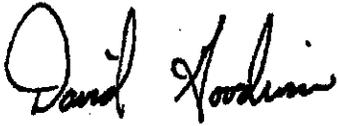
- We require a certified corporate resolution naming the officers authorized to conduct financial transactions on behalf of the company. Note that the certifying signature on the corporate resolution may NOT be the same officer requesting the transaction. There are three acceptable types of certified resolutions as follows:
  1. An original certification dated within 180 days of the transaction and includes a raised corporate seal of the corporation (if one exists) and signature of the certifying officer;
  2. An original certification dated within 180 days of the transaction and, if there is no corporate seal, the resolution must state "NO SEAL" and be signed by the certifying officer, in their capacity, with a Medallion Signature Guarantee by a brokerage firm or financial institution that is a member of a Stock Transfer Association approved Medallion program, such as STAMP, SEMP or MSP; or
  3. A copy of the original certification dated within 180 days of the transaction certified by a Medallion Guarantee.

**OR**

- We require a Medallion Signature Guarantee (appearing on the certificates, stock power form, or letter of instruction) from a financial institution, such as a commercial bank, trust company, national bank, credit union, brokerage firm, etc., that is participating in a Medallion Program, such as STAMP, SEMP, MSP or other STA approved Medallion Program.

If you have any additional questions or concerns, please call our Customer Service Center at 1-800-649-3593 or 1-201-680-6578. You may also access your MetLife stock account on the Internet at [www.computershare.com/investor](http://www.computershare.com/investor). Our mailing address is Computershare, P.O. Box 43078, Providence, RI 02940-3078.

Sincerely,

A handwritten signature in black ink, appearing to read "David Hoodman". The signature is written in a cursive style with a large initial "D".

Service Representative

Enclosure: None

CITY OF GRAND MARAIS, MINNESOTA  
CITY COUNCIL RESOLUTION 2013-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND MARAIS,  
MINNESOTA NAMING OFFICERS AUTHORIZED TO CONDUCT CERTAIN FINANCIAL  
TRANSACTIONS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND MARAIS,  
MINNESOTA, that City Finance Director Annette Dunsmoor is authorized to order the sale of  
shares of MetLife stock owned by the City of Grand Marais, MN, and to have the proceeds of  
that sale paid to the City of Grand Marais, MN.

Passed by the City Council of the City of Grand Marais, Minnesota this 29<sup>th</sup> day of May, 2013.

(SEAL)

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

ATTEST:

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

## Upcoming Meeting Schedule

Updated May 24, 2013

### MAY

Date/Time	Meeting	Location
Wednesday, May 29, 4:30 p.m.	City Council Meeting	Council Chambers

### JUNE

Date/Time	Meeting	Location
Wednesday, June 12, 4:30 p.m.	City Council Meeting	Council Chambers
Wednesday, June 26, 4:30 p.m.	City Council Meeting	Council Chambers