

AGENDA  
CITY COUNCIL MEETING  
April 13, 2016  
6:30 P.M.

- A. 6:30 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. 6:35 Approve Consent Agenda
  - 1. Approve Agenda
  - 2. Approve Meeting Minutes
  - 3. Approve Payment of Bills
- E. 6:40 Fire Chief Report
- F. 6:50 Planning Commission Report
  - Resolution 2016-03 Flack Variance
  - Resolution 2016-04 Amondson Variance
- G. 7:15 Park Department Report
  - Resolution 2016-05 Designation for Regional Significance
  - Park Office Remodel Project
- H. 7:35 PUC Report
  - PUC Resolution 2016-01 Recognizing Climate Change and Urging Congress to Levy a Revenue Neutral Fee on Carbon in Fossil Fuels
- I. 7:55 Public Works Garage Update
  - IRRRB Public Works Stimulus Grant Agreement
- J. 8:15 Personnel Report
  - Library Hire
- K. 8:20 Other items as necessary
- L. 8:25 Council & Staff Reports
- M. Attached correspondence:
  - 1. Other Meeting Minutes
  - 2. Upcoming Meeting Schedule
- N. 8:45 Adjourn

*CITY OF GRAND MARAIS  
MINUTES  
March 30, 2016*

Mayor Arrowsmith-DeCoux called the meeting to order at 6:30 p.m.

Members present: Tracy Benson, Tim Kennedy, and Jay Arrowsmith-DeCoux

Members absent: Dave Mills and Anton Moody

Staff present: Kim Dunsmoor, Chris LaVigne and Chris Hood

Mayor Arrowsmith-DeCoux invited the public to speak during a period of open forum. No members of the public spoke.

**Motion by Kennedy, seconded by Benson to approve the Agenda; March 9, 2016, Minutes; and Payment of Bills. Approved unanimously.**

Hana Senty, Cook County Farm and Craft Market (CCFCM), asked for permission to use the municipal parking lot next to City Hall on Saturday mornings. They are concerned about having to relocate multiple times in the future: however, we do not know the future of this property, so there are no long-term guarantees. The CCFCM should keep an open dialog with the city so we can address any issues in a timely manner. Barricades and signs can be stored outside. CCFCM should work with the electric department to put up signage on street lights. The tourist information entrance cannot be utilized if the Broadband Commission has the Co-working Facility in operation. The CCFCM starts the last Saturday in May.

**Motion by Kennedy, seconded by DeCoux to approve the Cook County Farm and Craft Markets Annual Permit and use of the Municipal Parking Lot next to City Hall. Approved unanimously.**

Chris LaVigne, Liquor Store Manager, spoke with the council about liquor store renovations in Proctor, Silver Bay and Richfield. There is no formula for when the best time to make renovations is. In each renovation, the council decided that it was time for upgrades and acted on their own without additional committees. The best location for the Liquor Store is where it currently is... in the heart of Grand Marais, accessible by foot traffic with ample parking. Many customers stay in Grand Marais and walk to the liquor store from their lodging, downtown is a busy location, and a lot of people do not want to be parked directly in front of the liquor store. Reasons for expansion and upgrades include: volume purchases, shop-ability, storage space, receiving area, display space, additional coolers or beer cave – craft beer must be refrigerated, office space is limited, restrooms, tasting bar, future growler sales, impulse buys, non-alcoholic options, add products including seasonal items. Council would like a future report that addresses square footage desired for each section of the store and what would be an ideal liquor store for Grand Marais. Benson will forward the architect website for a firm that has been involved in many liquor store projects.

**Motion by Kennedy, seconded by Benson to approve the Second Reading of Ordinance 2016-02 An Ordinance of the City of Grand Marais, Minnesota, Amending Grand Marais Zoning Clarifying Language Dealing with Lodging Uses. Approved unanimously.**

Councilor Benson's Report:

- 1) Actively walked around asking people who they thought would be a good member for the Comprehensive Plan Steering Committee. A couple names have been mentioned more than once.
- 2) There is an incredible amount of unhappiness about the Moratorium. We should not be telling a business that they can't do business here. Kennedy responded that the moratorium was framed to address the short comings of the C/I Ordinance which is the entrance to town on both ends of town and has the least amount of zoning controls.
- 3) We need a worksession to decide where the future City Hall, Liquor Store and Public Restroom locations should be, receive an update on the Public Works Facility and decide what to do with the rest of the property.

A worksession was scheduled for Tuesday, April 5, 2016, at noon.

Mayor Arrowsmith-DeCoux's Report:

- 1) Attended a 2-day worksession regarding art / economy leaders visioning about how to develop an arts economy, identified strategies and discussed regional and national arts designations. Expect to hear more about this in the future.
- 2) Attended a GMATA meeting where they discussed the LTTA model where they reimburse different venues that pay for musicians. On the west-end, many places paying the lodging taxes are connected to the places where the music is played. This is not the same model in Grand Marais: however, GMATA would like to follow the LTTA model creating a uniform platform across the community. They are also giving \$13,000 in advertising grants.
- 3) Participated in "What the Health?" It was fun and interesting to hear what people thought about the health of our community.
- 4) Attended a meeting with County representatives regarding cross-border responses. We need to check with our insurance to make sure we can provide mutual aid in a different country. All the other organizations have this in place.
- 5) The Library is working on the poetry walk and will replace some concrete in front of the Library that is cracked and flaked in front of the building.
- 6) April is National Poetry Month. The library is asking for single stanza poems that will be stamped into the sidewalk.
- 7) The Library's strategic plan is focused on outreach services.

Councilor Kennedy's Report:

- 1) Attended a Climate Change Workshop in Lutsen presented by the University of Minnesota and the University of South Carolina. The data presented was to assist community leaders and businesses about how to react positively to the changes that are happening in the environment.

There being no further business, the meeting adjourned at 8:07 p.m.

*CITY OF GRAND MARAIS  
WORKSESSION MINUTES  
APRIL 5, 2016*

Mayor Arrowsmith-DeCoux called the meeting to order at 12:07 p.m.

Members present: Anton Moody, Dave Mills, Tracy Benson, Tim Kennedy, and Jay Arrowsmith-DeCoux

Members absent: None

Staff present: Kim Dunsmoor and Len Bloomquist

The meeting began with a brief discussion and timeframe of progress made toward planning for a new Public Works Facility, Public Access, condition assessment of the City Hall/Liquor Store/Bathroom Complex and Comprehensive Planning. It may seem like there is a lot of talk and nothing getting done: however, there have been actions taken and planning steps taken toward the future of each of these priority projects.

Len Bloomquist, Property Maintenance Supervisor, discussed the current floor plans designed by LHB for the PW Facility. Some desired changes to the plan include:

- 1) Preference for the rectangle style floor plan
- 2) Need for angled parking...may increase the size of the building
- 3) Shop area needs to be accessible to drive vehicles into the area. Shop area should be on one end of the building. Shop area should also have access into the vehicle storage. Shop area needs an outside access garage door that is 14 feet tall and be able to fit each vehicle that will need to be maintained.
- 4) Parts storage needs to be larger. There needs to be a door large enough to drive the Bobcat into the space with a pallet of supplies. Parts storage also needs to be accessible to the vehicle storage and from outside.
- 5) Wastewater Dept may lose storage space due to new mercury standards. Future need for additional parts storage - unknown space need.
- 6) Desire for in-floor off-peak heat vs. furnace blowers. Blowers make the air dusty. We should at least get an estimate of energy costs comparison. Vehicle and parts storage need to be kept at 45 degrees while the shop area should be around 60 degrees with office and restroom areas at 65 degrees.
- 7) The building should be a rectangle without extra inside and outside corners that add unnecessary cost.
- 8) There will be outside cold storage and outdoor storage that was not included in the plan discussion.
- 9) There will be a fence with an automatic gate opener around shop and outdoor storage.

Council discussed the plans and decided that they would rather build a facility that is a little more than we need than find that we are out of space. Council wants to get quotes from Morton and FabCon for buildings that may be less expensive, but still fit our needs in addition to the estimate from our engineer.

Council discussed the pros and cons of locations for the Liquor Store, Public Restrooms and City Hall.

- 1) Council unanimously agreed that Public Restrooms should be located downtown.
- 2) Council agreed that the Liquor Store should be located downtown. The liquor store is located in the retail hub of Grand Marais, has great foot traffic and it is a proven successful location. The Public Restrooms should be attached to the Liquor Store on city owned property. The property that is not used for the Liquor Store/Public Restrooms should be placed for sale to a private developer.
- 3) City Hall is a destination. City Hall should be located on the Tomteboda Property in a visible and accessible location. Future discussions will include looking at the property and existing survey to determine the best building location and determine if any other services or tenants should be co-located with City Hall. Other tenants currently using the City Hall building include: EDA, SBDC, AEOA, Chamber of Commerce and Library Friends. City Hall will not be attached to the Public Works Facility. Arrowhead Animal Rescue has continued to request that they be relocated along with the move of the PW Facility.
- 4) The Public Works Facility Planning will continue as planned.

Council considered meeting dates for help with Comprehensive Planning April 12 and April 14; however, neither of these dates worked for all council members.

There being no further business, the meeting adjourned at 1:42 p.m.



City of Grand Marais

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Payments

Current Period: April 2016

Batch Name 040416 CPAP Payments

User Dollar Amt \$50,087.89
Computer Dollar Amt \$50,087.89

\$0.00 In Balance

Table with columns for Refer, Cash Payment, Invoice, Transaction Date, MAIN CHECKING G 10100, Total, and In Balance. Rows include entries for NCPERS GROUP LIFE INS., MN DEPT OF REVENUE-EFTPS, PERA, MINNESOTA LIFE, MN CHILD SUPPORT PAYMENTCE, EMPOWER, DEPT OF THE TREASURY IRS, and FLEET ONE LLC.



City of Grand Marais

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Payments

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Current Period: April 2016

Refer	67164	ROHLFING INC.			
Cash Payment	E 609-49750-252	Beer For Resale			\$4,425.15
Invoice	424295	3/30/2016			
Transaction Date	4/4/2016		MAIN CHECKING G	10100	<b>Total</b> \$4,425.15
Refer	67165	VOYAGEUR BREWING COMPANY			
Cash Payment	E 609-49750-252	Beer For Resale			\$300.00
Invoice	16-12-03	3/30/2016			
Transaction Date	4/4/2016		MAIN CHECKING G	10100	<b>Total</b> \$300.00
Refer	67166	BREAKTHRU BEVERAGE			
Cash Payment	E 609-49750-251	Liquor For Resale			\$2,796.24
Invoice	1080451598	3/29/2016			
Cash Payment	E 609-49750-333	Freight and Express			\$42.86
Invoice	1080451598	3/29/2016			
Transaction Date	4/4/2016		MAIN CHECKING G	10100	<b>Total</b> \$2,839.10
Refer	67167	SUPERIOR BEVERAGES LLP			
Cash Payment	E 609-49750-252	Beer For Resale			-\$10.00
Invoice	120152	3/30/2016			
Cash Payment	E 609-49750-252	Beer For Resale			\$2,268.40
Invoice	493234	3/30/2016			
Transaction Date	4/4/2016		MAIN CHECKING G	10100	<b>Total</b> \$2,258.40
Refer	67168	MICHAUD DIST. INC.			
Cash Payment	E 609-49750-252	Beer For Resale			\$1,156.00
Invoice	169895				
Transaction Date	4/4/2016		MAIN CHECKING G	10100	<b>Total</b> \$1,156.00
Refer	67169	MILLNER HERITAGE VINEYARD &			
Cash Payment	E 609-49750-252	Beer For Resale			\$240.00
Invoice	1782	3/31/2016			
Transaction Date	4/4/2016		MAIN CHECKING G	10100	<b>Total</b> \$240.00
Refer	67170	SOUTHERN WINE & SPIRITS OF M			
Cash Payment	E 609-49750-251	Liquor For Resale			\$4,311.11
Invoice	1392696	3/31/2016			
Cash Payment	E 609-49750-333	Freight and Express			\$108.65
Invoice	1392696	3/31/2016			
Transaction Date	4/4/2016		MAIN CHECKING G	10100	<b>Total</b> \$4,419.76
Refer	67171	BERNICKS			
Cash Payment	E 609-49750-252	Beer For Resale			\$330.00
Invoice	501932	3/31/2016			
Cash Payment	E 609-49750-252	Beer For Resale			\$3,274.85
Invoice	501933	3/31/2016			
Transaction Date	4/4/2016		MAIN CHECKING G	10100	<b>Total</b> \$3,604.85
Refer	67172	PHILLIPS WINE & SPIRITS			
Cash Payment	E 609-49750-251	Liquor For Resale			\$1,108.50
Invoice	2952188	3/30/2016			
Cash Payment	E 609-49750-333	Freight and Express			\$32.63
Invoice	2952188	3/30/2016			
Transaction Date	4/4/2016		MAIN CHECKING G	10100	<b>Total</b> \$1,141.13



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**Payments**

Current Period: April 2016

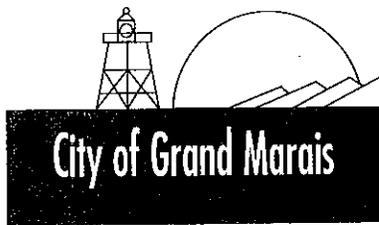
Refer	67173	JOHNSON BROTHER LIQUOR			
Cash Payment	E 609-49750-251	Liquor For Resale			\$1,456.54
Invoice	5405588	3/30/2016			
Cash Payment	E 609-49750-333	Freight and Express			\$35.14
Invoice	5405588	3/30/2016			
Transaction Date	4/4/2016		MAIN CHECKING G	10100	<b>Total</b> \$1,491.68
Refer	67174	ARTISAN BEER COMPANY			
Cash Payment	E 609-49750-252	Beer For Resale			\$101.50
Invoice	3090860	3/30/2016			
Transaction Date	4/4/2016		MAIN CHECKING G	10100	<b>Total</b> \$101.50
Refer	67175	BELLBOY CORPORATION - LIQUO			
Cash Payment	E 609-49750-259	Other For Resale			\$122.74
Invoice	93700800	3/30/2016			
Cash Payment	E 609-49750-333	Freight and Express			\$5.00
Invoice	93700800	3/30/2016			
Cash Payment	E 609-49750-252	Beer For Resale			\$410.95
Invoice	52910500	3/29/2016			
Cash Payment	E 609-49750-333	Freight and Express			\$14.70
Invoice	52910500	3/29/2016			
Transaction Date	4/4/2016		MAIN CHECKING G	10100	<b>Total</b> \$553.39
Refer	67177	BLUE CROSS/BLUE SHIELD OF M			
Cash Payment	G 101-21706	Health Insurance			\$12,747.00
Invoice	CI 926 V0	3/29/2016			
Transaction Date	4/4/2016		MAIN CHECKING G	10100	<b>Total</b> \$12,747.00
Refer	67178	ARROWHEAD COOPERATIVE			
Cash Payment	E 609-49750-321	Telephone	2183871630		\$45.77
Invoice	985	3/31/2016			
Cash Payment	E 101-41400-321	Telephone	2183871848		\$291.53
Invoice	985	3/31/2016			
Transaction Date	4/4/2016		MAIN CHECKING G	10100	<b>Total</b> \$337.30
Refer	67179	ARROWHEAD COOPERATIVE	<u>Ck# 003323E 4/20/2016</u>		
Cash Payment	E 613-45125-321	Telephone			\$110.81
Invoice	1234	3/31/2016			
Transaction Date	4/4/2016		MAIN CHECKING G	10100	<b>Total</b> \$110.81

**Fund Summary**

10100 MAIN CHECKING GMSB

101 GENERAL FUND	\$27,400.35
609 MUNICIPAL LIQUOR FUND	\$22,576.73
613 GOLF COURSE	\$110.81
	<b>\$50,087.89</b>

Pre-Written Checks	\$13,958.42
Checks to be Generated by the Computer	\$36,129.47
<b>Total</b>	<b>\$50,087.89</b>



# CITY OF GRAND MARAIS

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## Payments

Current Period: April 2016

Batch Name 4142016AP  
Payments

User Dollar Amt \$54,420.48  
Computer Dollar Amt \$54,420.48

\$0.00 In Balance

Refer	67187	ADVANCED MINNESOTA	-			
Cash Payment	E 101-42200-330	Transportation/School			\$75.00	
Invoice	00094682	4/1/2016				
Cash Payment	E 101-42200-330	Transportation/School			\$450.00	
Invoice	00094599	3/25/2016				
Transaction Date	4/6/2016	MAIN CHECKING G	10100	<b>Total</b>	\$525.00	
Refer	67188	MGCSA	-			
Cash Payment	E 613-45125-436	Membership Dues			\$150.00	
Invoice	2016 DUES	4/6/2016				
Transaction Date	4/6/2016	MAIN CHECKING G	10100	<b>Total</b>	\$150.00	
Refer	67189	ER PERRY SIGNS & ENGRAVING	-			
Cash Payment	E 211-45500-200	Office Supplies (GENER			\$28.00	
Invoice	20186	3/21/2016				
Transaction Date	4/6/2016	MAIN CHECKING G	10100	<b>Total</b>	\$28.00	
Refer	67190	AMERIPRIDE LINEN AND APPARE	-			
Cash Payment	E 211-45500-310	Service Agreements			\$48.51	
Invoice	3500885073	3/21/2016				
Transaction Date	4/6/2016	MAIN CHECKING G	10100	<b>Total</b>	\$48.51	
Refer	67191	EAST BAY SUITES	-			
Cash Payment	E 211-45500-430	Miscellaneous (GENERA			\$75.00	
Invoice	28912	3/21/2016				
Transaction Date	4/6/2016	MAIN CHECKING G	10100	<b>Total</b>	\$75.00	
Refer	67192	PETTY CASH - LIBRARY	-			
Cash Payment	E 211-45500-322	Postage			\$13.43	
Invoice	JAN. 2016	4/6/2016				
Cash Payment	E 211-45500-322	Postage			\$35.74	
Invoice	MARCH 2016	4/6/2016				
Transaction Date	4/6/2016	MAIN CHECKING G	10100	<b>Total</b>	\$49.17	
Refer	67193	BAKER & TAYLOR	-			
Cash Payment	E 211-45500-435	Books, Periodicals			\$191.82	
Invoice	2031828670	3/18/2016				
Transaction Date	4/6/2016	MAIN CHECKING G	10100	<b>Total</b>	\$191.82	
Refer	67194	WTIP	-			
Cash Payment	E 609-49750-340	Advertising			\$500.00	
Invoice	1206	4/6/2016				
Transaction Date	4/6/2016	MAIN CHECKING G	10100	<b>Total</b>	\$500.00	
Refer	67195	GRAND MARAIS PLAYHOUSE	-			
Cash Payment	E 609-49750-340	Advertising			\$275.00	
Invoice	2016 ADS	4/6/2016				
Transaction Date	4/6/2016	MAIN CHECKING G	10100	<b>Total</b>	\$275.00	
Refer	67196	PUBLIC UTILITIES COMMISSION1	-			



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## Payments

Current Period: April 2016

Cash Payment	E 101-41940-380 Utility Services (GENER			\$1,238.13
Invoice	MARCH 2016	4/6/2016		
Cash Payment	E 101-43100-380 Utility Services (GENER			\$27.48
Invoice	MARCH 2016	4/6/2016		
Cash Payment	E 101-45100-380 Utility Services (GENER			\$797.68
Invoice	MARCH 2016	4/6/2016		
Cash Payment	E 101-43100-381 Street Light Utilities			\$2,244.65
Invoice	MARCH 2016	4/6/2016		
Cash Payment	E 101-42700-380 Utility Services (GENER			\$153.59
Invoice	MARCH 2016	4/6/2016		
Cash Payment	E 101-42200-382 Fire Hydrant Utilities			\$1,103.70
Invoice	MARCH 2016	4/6/2016		
Cash Payment	E 211-45500-380 Utility Services (GENER			\$498.17
Invoice	MARCH 2016	4/6/2016		
Cash Payment	E 101-45184-380 Utility Services (GENER			\$323.93
Invoice	MARCH 2016	4/6/2016		
Cash Payment	E 101-42200-380 Utility Services (GENER			\$78.04
Invoice	MARCH 2016	4/6/2016		
Transaction Date	4/6/2016	MAIN CHECKING G	10100	<b>Total</b> \$6,465.37
Refer	67197	COOK COUNTY LAW ENFORCEME		
Cash Payment	E 101-42100-317 Contracted Services			\$11,666.67
Invoice	APRIL 2016	4/6/2016		
Transaction Date	4/6/2016	MAIN CHECKING G	10100	<b>Total</b> \$11,666.67
Refer	67198	BUCK S HARDWARE HANK		
Cash Payment	E 101-42200-220 Repair/Maint Supply (GE			\$2.03
Invoice	9088	2/28/2016		
Cash Payment	E 211-45500-200 Office Supplies (GENER			\$92.43
Invoice	1140	3/31/2016		
Cash Payment	E 101-41940-220 Repair/Maint Supply (GE			\$20.69
Invoice	1848	3/31/2016		
Cash Payment	E 101-41940-210 Operating Supplies (GE			\$29.67
Invoice	3125	3/31/2016		
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE			\$58.49
Invoice	1712	3/31/2016		
Transaction Date	4/6/2016	MAIN CHECKING G	10100	<b>Total</b> \$203.31
Refer	67199	DESERT DIAMOND INDUSTRIES		
Cash Payment	E 101-43100-580 Capital Outlay (Equipme			\$2,300.00
Invoice	11988	3/17/2016		
Transaction Date	4/6/2016	MAIN CHECKING G	10100	<b>Total</b> \$2,300.00
Refer	67200	TWIN PORTS PAPER & SUPPLY IN		
Cash Payment	E 609-49750-210 Operating Supplies (GE			\$75.81
Invoice	290329	3/29/2016		
Transaction Date	4/6/2016	MAIN CHECKING G	10100	<b>Total</b> \$75.81
Refer	67201	COMO OIL & PROPANE		
Cash Payment	E 101-42200-217 Heating Fuel			\$346.53
Invoice	534815	3/28/2016		
Cash Payment	E 101-45100-217 Heating Fuel			\$103.08
Invoice	534801	3/28/2016		



**CITY OF GRAND MARAIS**

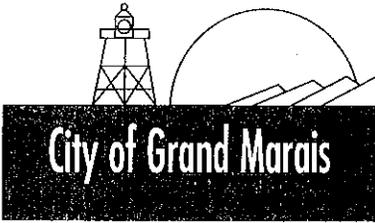
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**Payments**

Current Period: April 2016

Transaction Date	4/6/2016	MAIN CHECKING G 10100	<b>Total</b>	\$449.61
Refer	<u>67202 COOK COUNTY HOME CENTER</u>			
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE			\$399.08
Invoice 1712	3/31/2016			
Cash Payment	E 101-43100-220 Repair/Maint Supply (GE			\$2.79
Invoice 3125	3/31/2016			
Transaction Date	4/6/2016	MAIN CHECKING G 10100	<b>Total</b>	\$401.87
Refer	<u>67204 G&amp;G SEPTIC</u>			
Cash Payment	E 101-45100-418 Portable Toilet Rentals			\$126.97
Invoice 11194	3/31/2016			
Cash Payment	E 101-43100-418 Portable Toilet Rentals			\$48.25
Invoice 11169	3/30/2016			
Transaction Date	4/6/2016	MAIN CHECKING G 10100	<b>Total</b>	\$175.22
Refer	<u>67205 SAWTOOTH LUMBER</u>			
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE			\$26.56
Invoice 3280	3/31/2016			
Transaction Date	4/6/2016	MAIN CHECKING G 10100	<b>Total</b>	\$26.56
Refer	<u>67206 NORTHERN WILDS</u>			
Cash Payment	E 101-45100-340 Advertising			\$200.00
Invoice 16369	4/1/2016			
Transaction Date	4/6/2016	MAIN CHECKING G 10100	<b>Total</b>	\$200.00
Refer	<u>67207 COOK COUNTY RECORDER</u>			
Cash Payment	E 101-41400-200 Office Supplies (GENER			\$27.50
Invoice 670	3/3/2016			
Transaction Date	4/7/2016	MAIN CHECKING G 10100	<b>Total</b>	\$27.50
Refer	<u>67208 BOBCAT OF DULUTH, INC.</u>			
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE			\$10.21
Invoice 14849	3/15/2016			
Transaction Date	4/7/2016	MAIN CHECKING G 10100	<b>Total</b>	\$10.21
Refer	<u>67209 INDEPENDENT PAPER GROUP</u>			
Cash Payment	E 101-43100-384 Refuse/Garbage Disposa			\$1,294.90
Invoice 131286	3/29/2016			
Transaction Date	4/7/2016	MAIN CHECKING G 10100	<b>Total</b>	\$1,294.90
Refer	<u>67210 GRAND MARAIS AUTO PARTS, INC</u>			
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE			\$11.11
Invoice 3125	3/4/2016			
Cash Payment	E 101-43100-220 Repair/Maint Supply (GE			\$43.69
Invoice 3125	3/4/2016			
Transaction Date	4/7/2016	MAIN CHECKING G 10100	<b>Total</b>	\$54.80
Refer	<u>67211 VOYAGEUR BREWING COMPANY</u>			
Cash Payment	E 609-49750-252 Beer For Resale			\$300.00
Invoice 16-13-03	4/6/2016			
Transaction Date	4/7/2016	MAIN CHECKING G 10100	<b>Total</b>	\$300.00
Refer	<u>67212 COCA-COLA REFRESHMENTS</u>			



**CITY OF GRAND MARAIS**

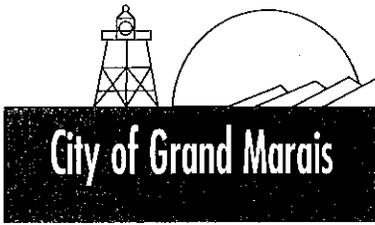
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**Payments**

Current Period: April 2016

Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa				\$117.32
Invoice	0628029923	4/6/2016			
Transaction Date	4/7/2016		MAIN CHECKING G	10100	<b>Total</b> \$117.32
Refer	67213	<u>SUPERIOR BEVERAGES LLP</u>			
Cash Payment	E 609-49750-252 Beer For Resale				\$1,015.60
Invoice	493596	4/6/2016			
Transaction Date	4/7/2016		MAIN CHECKING G	10100	<b>Total</b> \$1,015.60
Refer	67214	<u>ROHLFING INC.</u>			
Cash Payment	E 609-49750-252 Beer For Resale				\$2,589.60
Invoice	424589	4/6/2016			
Transaction Date	4/7/2016		MAIN CHECKING G	10100	<b>Total</b> \$2,589.60
Refer	67215	<u>BERNICKS</u>			
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa				\$52.50
Invoice	502314	4/7/2016			
Cash Payment	E 609-49750-251 Liquor For Resale				\$544.00
Invoice	502916	4/7/2016			
Cash Payment	E 609-49750-251 Liquor For Resale				\$1,197.70
Invoice	502915	4/7/2016			
Transaction Date	4/7/2016		MAIN CHECKING G	10100	<b>Total</b> \$1,794.20
Refer	67216	<u>JOHNSON BROTHER LIQUOR</u>			
Cash Payment	E 609-49750-251 Liquor For Resale				\$3,736.11
Invoice	5411046	4/6/2016			
Cash Payment	E 609-49750-333 Freight and Express				\$105.85
Invoice	5411046	4/6/2016			
Cash Payment	E 609-49750-251 Liquor For Resale				\$1,394.10
Invoice	5411045	4/6/2016			
Cash Payment	E 609-49750-333 Freight and Express				\$77.82
Invoice	5411045	4/6/2016			
Transaction Date	4/7/2016		MAIN CHECKING G	10100	<b>Total</b> \$5,313.88
Refer	67217	<u>WINE MERCHANTS</u>			
Cash Payment	E 609-49750-251 Liquor For Resale				\$435.00
Invoice	7075937	4/6/2016			
Cash Payment	E 609-49750-333 Freight and Express				\$10.04
Invoice	7075937	4/6/2016			
Transaction Date	4/7/2016		MAIN CHECKING G	10100	<b>Total</b> \$445.04
Refer	67218	<u>PHILLIPS WINE &amp; SPIRITS</u>			
Cash Payment	E 609-49750-251 Liquor For Resale				-\$96.88
Invoice	233700	3/18/2016			
Cash Payment	E 609-49750-333 Freight and Express				-\$2.51
Invoice	233700	3/18/2016			
Cash Payment	E 609-49750-251 Liquor For Resale				\$1,681.26
Invoice	2955901	4/6/2016			
Cash Payment	E 609-49750-333 Freight and Express				\$45.61
Invoice	2955901	4/6/2016			
Transaction Date	4/7/2016		MAIN CHECKING G	10100	<b>Total</b> \$1,627.48
Refer	67219	<u>COOK COUNTY AUDITOR-TREASU</u>			



**CITY OF GRAND MARAIS**

04/08/16 2:38 PM

Page 5

**Payments**

Current Period: April 2016

Cash Payment	G 101-20800 Taxes Due (State MN)			\$291.03
Invoice	MARCH 2016	4/8/2016		
Transaction Date	4/8/2016	MAIN CHECKING G	10100	<b>Total</b> \$291.03
Refer	67220 MN DEPT OF REVENUE-EFTPS			<u>Ck# 003325E 4/8/2016</u>
Cash Payment	G 101-20800 Taxes Due (State MN)			\$574.00
Invoice	8030105	4/8/2016		
Cash Payment	G 609-20800 Taxes Due (State MN)			\$12,350.00
Invoice	8030105	4/8/2016		
Cash Payment	G 211-20800 Taxes Due (State MN)			\$41.00
Invoice	8030105	4/8/2016		
Transaction Date	4/8/2016	MAIN CHECKING G	10100	<b>Total</b> \$12,965.00
Refer	67221 MMUA			
Cash Payment	E 101-43100-430 Miscellaneous (GENERA			\$62.00
Invoice	46842	3/31/2016		
Transaction Date	4/8/2016	MAIN CHECKING G	10100	<b>Total</b> \$62.00
Refer	67226 SUNDEW TECHNICAL SERVICES			
Cash Payment	E 101-41400-200 Office Supplies (GENER			\$40.00
Invoice	3232016	3/23/2016		
Transaction Date	4/8/2016	MAIN CHECKING G	10100	<b>Total</b> \$40.00
Refer	67227 NORTH SHORE MANAGEMENT BO			
Cash Payment	E 101-41900-436 Membership Dues	2015		\$750.00
Invoice	2659	10/20/2015		
Transaction Date	4/8/2016	MAIN CHECKING G	10100	<b>Total</b> \$750.00
Refer	67228 LHB ENGINEERS & ARCHITECTS			
Cash Payment	E 101-41942-302 Architects Fees			\$775.00
Invoice	120516.01-1	3/21/2016		
Transaction Date	4/8/2016	MAIN CHECKING G	10100	<b>Total</b> \$775.00
Refer	67229 FLAHERTY & HOOD, P.A.			
Cash Payment	E 101-41610-304 Attorney(Civil)			\$1,140.00
Invoice	8713	3/1/2016		
Transaction Date	4/8/2016	MAIN CHECKING G	10100	<b>Total</b> \$1,140.00

**Fund Summary**

	10100 MAIN CHECKING GMSB	
101 GENERAL FUND		\$26,842.45
211 LIBRARY		\$1,024.10
609 MUNICIPAL LIQUOR FUND		\$26,403.93
613 GOLF COURSE		\$150.00
		<hr/>
		\$54,420.48

Pre-Written Checks	\$12,965.00
Checks to be Generated by the Computer	\$41,455.48
<b>Total</b>	<hr/> \$54,420.48

# City of Grand Marais

## MEMO

TO: Mayor Arrowsmith-DeCoux  
City Council  
FROM: Michael J Roth, City Administrator  
DATE: April 8, 2016  
SUBJECT: Fire Chief Report

---

Fire Chief Ben Silence will be at the Council meeting to provide an update of recent events in the department. He will also be discussing the replacement of the First Responder vehicle, replacement of our extrication equipment power unit, and the upcoming EMS conference.

The existing First Responder vehicle is a Chevy Tahoe that was gifted to the City by the Sherriff's Office in 2004 when the First Responders transferred to City supervision. The Tahoe was a used vehicle that had been seized by the County. Since the future organization of the First Responders was not clear, the City did not add the Tahoe to their fleet or replacement list at that time. The First Responders do not put a lot of miles on the vehicle, but they do respond to over 130 calls per year. Chief Silence will provide more details at the meeting.

# City of Grand Marais

## MEMO

TO: Mayor Arrowsmith-DeCoux  
City Council  
FROM: Michael J Roth, City Administrator  
DATE: April 8, 2016  
SUBJECT: Mike Flack Variance Request

---

**Request:** Mike Flack is requesting a variance from side and rear yard setbacks to construct a detached garage on his property. The 28'x26' garage would be 7' from the side yard lot lines, 3' within the required 10' setback. The garage would also be 19' from the rear lot line, 6' within the required 25' setback.

**Location of Property:** Lot 2, Block 63, Village Plat. 317 3<sup>rd</sup> Avenue West.

**Condition of Property:** This 40'x133' property is zoned R-1 Permanent Residential. There is an existing single family home on the property. Neighboring properties include single-family homes.

### Public Hearing

A public hearing was held April 6, 2016. Commissioners Beckwith, Garry, Greenwood, and Kennedy, were present. Mike Flack was present to answer any questions. One neighbor asked about the storage of vehicles and personal items in the alley.

### Commission Discussion and Findings:

The commission discussed the request, and noted that the issue of items in the alley is not directly related to their evaluation of the request. The Commission adopted the following findings:

1. The variance is in harmony with the purpose and intent of the ordinance. Garages are allowed accessory uses in the R-1 zone.
2. The variance is consistent with the comprehensive plan. The comprehensive plan suggests all new residential construction should include off-street parking.

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

It is reasonable to construct the garage centered on this undersized lot, and with setbacks that are similar to the existing house.

4. The plight of the landowner is due to circumstances unique to the property not created by the landowner.

The 40' lot was developed prior to the adoption of the zoning ordinance.

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

Many properties in this area are on substandard lots and include buildings constructed within the required setbacks.

The commission recommended approving the variance request by a 4-0 vote.

Relevant Zoning Purpose Statement:

19.04 R-1 PERMANENT RESIDENCE DISTRICT

Subdivision 1. Purpose

The R-1 Permanent Residence District is intended to provide a healthy, safe and attractive residential environment, protect property values and the environment and provide a mix of residential options, both seasonal and year around.

Relevant Comprehensive Plan Section:

GOALS AND POLICIES

Goal

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

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

RESIDENTIAL AREAS

Goals

1. To provide a healthy, safe and attractive residential environment.
2. To protect property values and the natural environment through the harmonious relationship of land use, highways and natural features.

Policies

7. Require off street parking for all new homes and Bed and Breakfast homes.
9. Sensitive orientation, spacing, placement and appearance of all new structures will be encouraged to seek compatibility with natural topography and vegetation.

10. Low intensity residential and recreational uses are preferred.

14. Infill of existing residential areas should be encouraged before expansion of new residential areas.

CITY OF GRAND MARAIS, MINNESOTA  
CITY COUNCIL RESOLUTION 2016-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND MARAIS,  
MINNESOTA APPROVING THE REQUEST FOR A VARIANCE FOR MIKE FLACK TO  
CONSTRUCT A DETACHED GARAGE WITHIN THE REQUIRED SETBACKS

WHEREAS, the applicant, Mike Flack, seek a Variance from side and year yard setbacks to construct a detached garage at his property, zoned R-1; and,

WHEREAS, the Planning Commission conducted a public hearing on April 6, 2016, and received public testimony regarding the proposed Variance; and

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

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

WHEREAS, the City Council reviewed the requested Variance and Planning Commission recommendation at its meeting of April 13, 2016.

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

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

Finding #1     Garages are allowed accessory uses in the R-1 zone.

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

Finding #2     The comprehensive plan suggests all new residential construction should include off-street parking.

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

Finding #3     It is reasonable to construct the garage centered on this undersized lot, and with setbacks that are similar to the existing house.

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

Finding #4     The 40' lot was developed prior to the adoption of the zoning ordinance.

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

Finding #5 Many properties in this area are on substandard lots and include buildings constructed within the required setbacks.

BE IT FURTHER RESOLVED that the Variance to allow Mike Flack to construct a detached garage 3' within the required 10' side yard setbacks and 6' within the required rear yard setback at his property is hereby approved.

Passed by the City Council of the City of Grand Marais, Minnesota this 13<sup>th</sup> day of April, 2016.

(SEAL)

\_\_\_\_\_  
Mayor Jay Arrowsmith DeCoux

ATTEST:

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

Exhibit A

LEGAL DESCRIPTION:

Lot 2, Block 63, Village Plat

Ad 200<sup>00</sup>



### City of Grand Marais

#### Application for Variance

Name of Applicant:	Kevin "Mike" Flack
Mailing Address:	P.O. Box 664 Grand Marais Mn 55604
Property Address:	317 3rd Ave W. Grand Marais Mn 55604
Legal Description:	lot 2 block 63 Village Plat

Applicant is:       Owner       Buyer  Agent  Other (explain)

Current use of property:	Back yard
Intended use of property:	Garage & Back yard
Use and Character of surrounding property:	Back yards + Housing
Section of Ordinance from which variance is requested:	Side line setback
Brief summary of why a variance is required: <small>(For setback variances attach a site map prepared by a qualified plat mapper or surveyor)</small>	My lot is 40 feet wide and I would like to Build a garage 26 feet wide.

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

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

The garage is 26 feet wide I am request a sideline variance of 7 feet on each side.  
I would also like to have a back setback at 19 feet instead of 25 feet

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

Being Able to Build this garage will provide off street parking for the owners of this property (my wife & I), It will not be an eyesore from the roads or neighbors yards.

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

I am in need of a sideline variance so I can build a 2 car garage

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

The lot is a sub standard size. It is 40 feet wide.

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

The garage is going to be stick built similar to a close by garage and like surrounding houses.

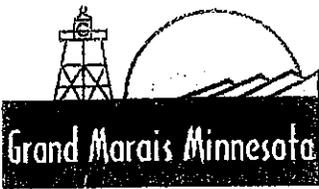
Dated:	Applicant(s) signature(s):
	_____
	_____
	Owner (if other than applicant)
	Owner (if other than applicant)

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

(Do Not Write Below This Line)

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

On Behalf of the City of Grand Marais



**CITY OF GRAND MARAIS  
LAND USE PERMIT APPLICATION**

*Pol-10000*  
Application Number:

**A. GENERAL INFORMATION**

Owner(s) Name(s): (Last, First, M.I.) <i>Flack Kevin M.</i>		Building Contractor's Name and License Number:	
Mailing Address: <i>P.O. Box 664 Grand Marais Mn</i>		Street Address of Subject Property: <i>317 3rd Ave W. Grand Marais</i>	
Daytime Telephone Number: <i>218-370-0789</i>	Evening Telephone Number:	Access to property: <i>Alley</i>	

**B. PROPERTY DESCRIPTION**

LEGAL DESCRIPTION: Lot(s) *2*; Block *63*; Plat Name: *Village Plat*

OR:

In Government Lot \_\_\_\_\_, or \_\_\_\_\_ 1/4 of \_\_\_\_\_ 1/4; Section: *21*; Township: *61*; Range: *1E* east(west) of the 4th P.M.

Zone District: \_\_\_\_\_ Highway / Road / Street: \_\_\_\_\_

Parcel Identification Number: *80-163-0020*

**C. PROJECT INFORMATION**

<b>1. Type of Project</b> A. <input checked="" type="checkbox"/> New Building B. <input type="checkbox"/> Addition C. <input type="checkbox"/> Relocation D. <input type="checkbox"/> Foundation Only E. <input type="checkbox"/> Fence F. <input type="checkbox"/> Other (specify)		<b>2. Proposed Use:</b> A. <input type="checkbox"/> Single Family B. <input type="checkbox"/> Multiple Family C. <input type="checkbox"/> Public D. <input type="checkbox"/> Commercial E. <input type="checkbox"/> Industrial F. <input checked="" type="checkbox"/> Other (specify) <i>Garage</i>		<b>3. Lot Dimension Data</b> A. Area in squared feet or acres: <u><i>728</i></u> B. Lot width at building line: <u><i>40</i></u> ft C. Lot depth: <u><i>133</i></u> ft D. Lake/Stream setback: _____ ft E. Vegetation setback: _____ ft F. Road setback: <u><i>33</i></u> ft G. Right of way setback: _____ ft H. Side lot setback: <u><i>7</i></u> ft I. Rear lot line setback: <u><i>19</i></u> ft	
4. Lake/Stream Name: _____ 5. Lake/Stream I.D. Number: _____		<b>7. Structure Type:</b> A. <input type="checkbox"/> Residence B. <input checked="" type="checkbox"/> Garage C. <input type="checkbox"/> Office D. <input type="checkbox"/> Storage E. <input type="checkbox"/> Commercial F. <input type="checkbox"/> Industrial G. <input type="checkbox"/> Warehouse H. <input type="checkbox"/> Deck			
6. If the building site is substandard under the current zoning ordinance, do you claim that the lot is "grandfathered" in? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Explain: <u><i>I Believe the proper processes need to be followed</i></u>		<b>8. Sewage Disposal:</b> A. <input type="checkbox"/> Public B. <input type="checkbox"/> Drainfield C. <input type="checkbox"/> Holding Tank D. <input type="checkbox"/> Alternative System		<b>9. Water Supply:</b> A. <input type="checkbox"/> Public B. <input type="checkbox"/> Private Well	

**D. STRUCTURE DATA**

<p><b>1. Structure Dimensions:</b></p> <p>A. Length: <u>38</u> ft</p> <p>B. Width: <u>26</u> ft</p> <p>C. Area:</p> <p style="padding-left: 20px;">Basement: _____ ft</p> <p style="padding-left: 20px;">First Floor: <u>728</u> ft</p> <p style="padding-left: 20px;">Second Floor: <u>336</u> ft</p> <p style="padding-left: 20px;">Total Area: <u>1064</u> ft</p>	<p><b>2. Type of Construction:</b></p> <table style="width:100%;"> <tr> <td><input checked="" type="checkbox"/> Wood Frame</td> <td><input type="checkbox"/> Pole Building</td> </tr> <tr> <td><input type="checkbox"/> Masonry</td> <td><input type="checkbox"/> On-site Prefab</td> </tr> <tr> <td><input type="checkbox"/> Metal</td> <td><input type="checkbox"/> Off-site Prefab</td> </tr> <tr> <td><input type="checkbox"/> Log</td> <td><input type="checkbox"/> Other (specify) _____</td> </tr> </table>	<input checked="" type="checkbox"/> Wood Frame	<input type="checkbox"/> Pole Building	<input type="checkbox"/> Masonry	<input type="checkbox"/> On-site Prefab	<input type="checkbox"/> Metal	<input type="checkbox"/> Off-site Prefab	<input type="checkbox"/> Log	<input type="checkbox"/> Other (specify) _____
<input checked="" type="checkbox"/> Wood Frame	<input type="checkbox"/> Pole Building								
<input type="checkbox"/> Masonry	<input type="checkbox"/> On-site Prefab								
<input type="checkbox"/> Metal	<input type="checkbox"/> Off-site Prefab								
<input type="checkbox"/> Log	<input type="checkbox"/> Other (specify) _____								
<p><b>3. Documents Attached</b></p> <table style="width:100%;"> <tr> <td><input checked="" type="checkbox"/> Sketch Plan</td> <td><input type="checkbox"/> Lot Survey</td> </tr> <tr> <td><input type="checkbox"/> Elevation View</td> <td><input type="checkbox"/> Other (specify) _____</td> </tr> <tr> <td><input type="checkbox"/> Plan View</td> <td></td> </tr> </table>	<input checked="" type="checkbox"/> Sketch Plan	<input type="checkbox"/> Lot Survey	<input type="checkbox"/> Elevation View	<input type="checkbox"/> Other (specify) _____	<input type="checkbox"/> Plan View		<p><b>4. Maximum Building Height:</b> <u>20' 8"</u></p> <p><b>5. Cost of Improvements:</b> <u>\$17,000.00</u></p>		
<input checked="" type="checkbox"/> Sketch Plan	<input type="checkbox"/> Lot Survey								
<input type="checkbox"/> Elevation View	<input type="checkbox"/> Other (specify) _____								
<input type="checkbox"/> Plan View									

I hereby certify with my signature that all data on my application form, and all attached plans and specifications, are true and correct to the best of my knowledge.

Signature of applicant(s) \_\_\_\_\_ Date \_\_\_\_\_

Please be as complete as possible. Include all of the items listed below where possible:

**General Checklist**

- Scale
- North Arrow
- Lot dimensions
- Structure location
- Lot setback
- Road setback
- Lot survey
- 1 Set of Blueprints
- 1 Set of 8 1/2 x 11 reduced blueprints

**Water Resource Checklist**

- Location of floodway
- Location of flood fringe
- Ordinary high water mark
- Setback from OHWM
- Present water line
- Existing known drainage
- Location of wetland areas
- Location of sewer & water connections

**DO NOT WRITE BELOW THIS LINE**

<p>I hereby certify that the applicant herein has applied and paid for all permits required by the Grand Marais Public Utilities Commission in connection with the project described herein.</p>	<p>Fee of \$ _____ Paid</p> <p>Date _____</p>
<p>BY: _____ Signature of Director of Public Works, City of Grand Marais</p>	
<p>Remarks:</p>	

The attached Application for Permit is hereby:  Approved  Denied

All in accordance with the application, addendums, plans, specifications, drawings, and all other supporting data, unless specified in the general or special conditions hereafter.

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Zoning Administrator, City of Grand Marais

**NOTE: LAND USE PERMITS EXPIRE ONE (1) YEAR FROM THE DATE OF ISSUANCE**

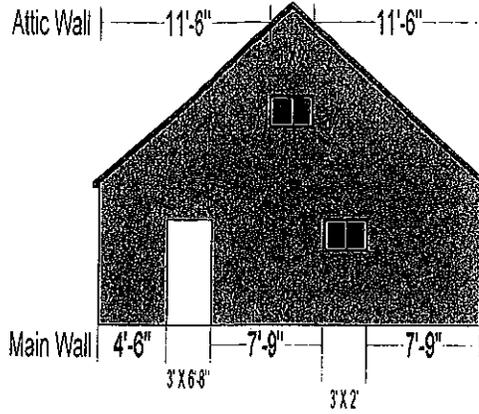
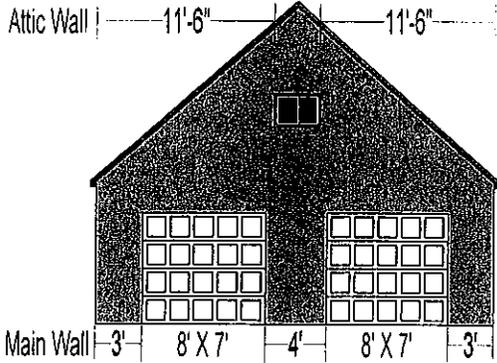
Estimate Id: 38631



Page 2 of 4  
2/21/2016

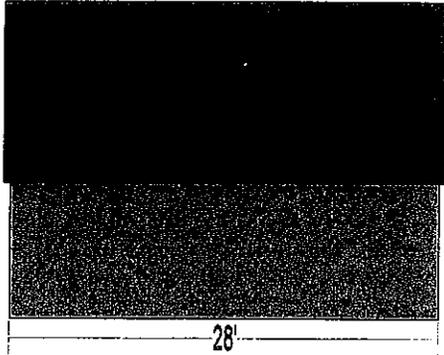
# Here are the wall configurations for your design.

Illustration May Not Depict All Options Selected

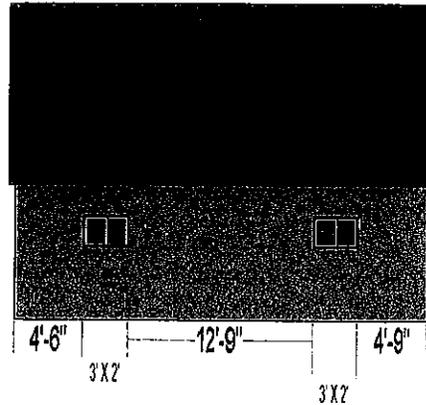


Front View  
- - IN ATTIC

Gable Back View  
(1) -  
(1) -  
(1) - IN ATTIC



Side Front View

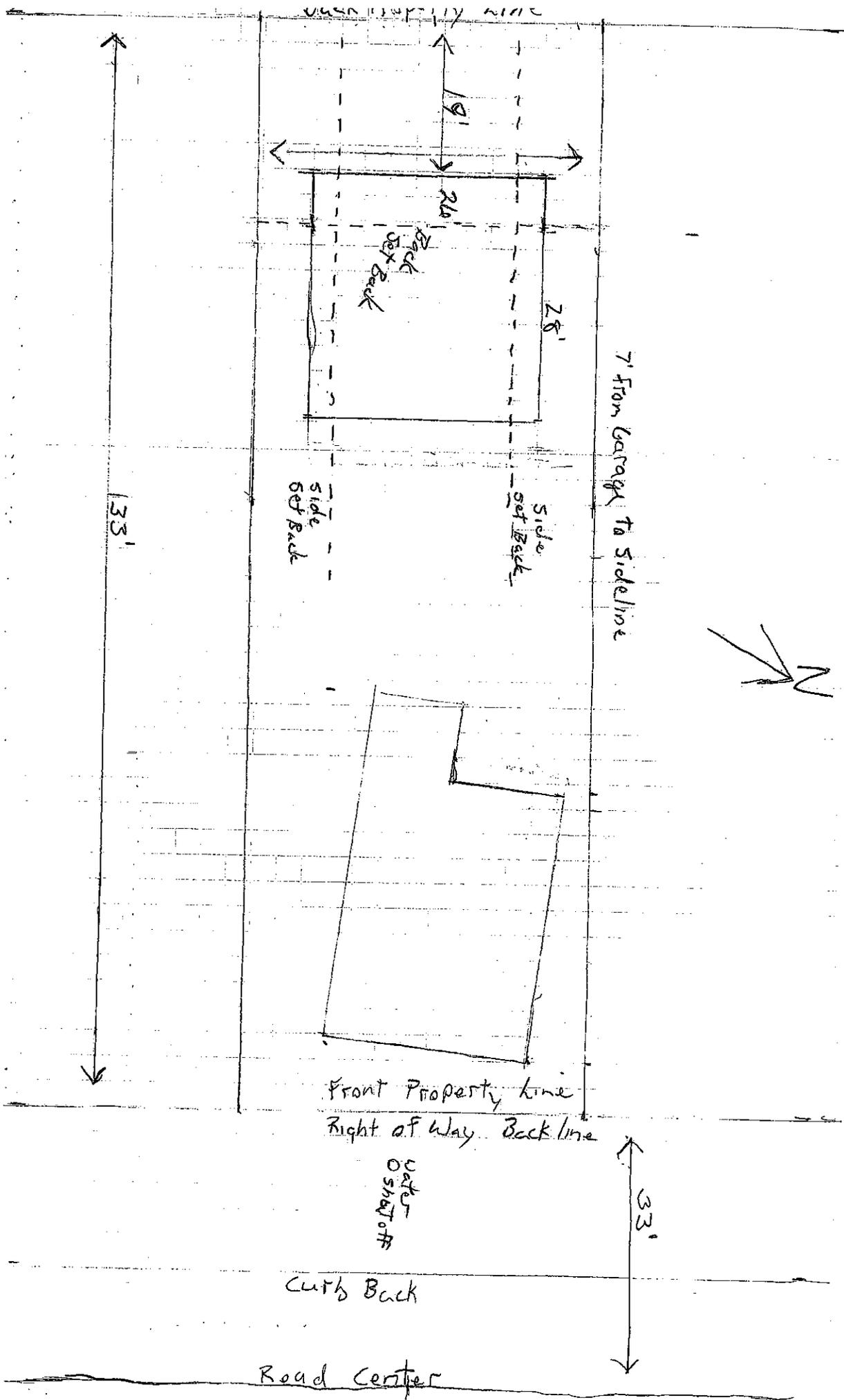


Eave Back View  
(2) -

Building Size: 26 feet wide X 28 feet long X 9 feet high  
Approximate Peak Height: 20 feet 8 inches (248 inches)

Note: Overhead doors may need to be "Wind Code Rated" depending on your building location.  
Confirm the door requirements with your local zoning official before construction.

Manards-provided material estimates are intended as a general construction aid and have been calculated using typical construction methods. Because of the wide variability in codes and site restrictions, all plans and material lists must be verified with your local zoning office. Manards is a supplier of construction materials and does not assume liability for design, engineering or the completeness of any material lists provided. Underground electrical, phone and gas lines should be located and marked before your building plans are finalized. Remember to use safety equipment including dust masks, eye protection and hearing protection during construction to ensure a positive building experience.



# City of Grand Marais

## MEMO

TO: Mayor Arrowsmith-DeCoux  
City Council  
FROM: Michael J Roth, City Administrator  
DATE: April 8, 2016  
SUBJECT: Dale and Susan Amondson Variance Request

---

**Request:** Dale and Susan Amondson are requesting a variance from the shoreline setback to construct a stairway to the beach on their property.

**Location of Property:** East 100' of Government Lot 2 South of Old State Road 1, Section 21, Township 61N, Range 1E. 606 Old Shore Road.

**Condition of Property:** This 100' wide property is located on the shore of Lake Superior, and is zoned R-1 Permanent Residential. There is an existing single family home on the property. Neighboring properties include single-family homes.

### Public Hearing

A public hearing was held April 6, 2016. Commissioners Beckwith, Garry, Greenwood, and Kennedy were present. Dale and Susan Amondson, with Virginia Palmer, presented their request. The new stairs to the beach are replacing existing stairs in disrepair. The new stairs are designed to DNR standards, have a retractable lower section when not in use, and would be positioned adjacent to the cliff rather than extending from the cliff. One neighbor expressed no opposition to the proposal.

### Commission Discussion and Findings:

The commission discussed the request, and noted that the issue of items in the alley is not directly related to their evaluation of the request. The Commission adopted the following findings:

1. The variance is in harmony with the purpose and intent of the ordinance.  
The stairs are replacing an existing stair in disrepair.
2. The variance is consistent with the comprehensive plan.  
The comprehensive plan calls for a healthy and safe residential area.

3. The proposal seeks to use the property in a reasonable manner not permitted by the zoning ordinance.  
The existing stairs as well as the proposed stairs allow the owners to access their Lake Superior beach, which they would otherwise not be able to do.
4. The plight of the landowner is due to circumstances unique to the property not created by the landowner.  
There is a 14' cliff between the primary area of the property and the beach area, which is served by an existing stair in need of replacement.
5. The variance, if granted, will not alter the essential character of the locality.  
The stairs are consistent with that of neighboring properties.

The commission recommended approving the variance request by a 4-0 vote.

Relevant Zoning Purpose Statement:

19.04 R-1 PERMANENT RESIDENCE DISTRICT

Subdivision 1. Purpose

The R-1 Permanent Residence District is intended to provide a healthy, safe and attractive residential environment, protect property values and the environment and provide a mix of residential options, both seasonal and year around.

Relevant Comprehensive Plan Section:

GOALS AND POLICIES

Goal

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

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

RESIDENTIAL AREAS

Goals

1. To provide a healthy, safe and attractive residential environment.
2. To protect property values and the natural environment through the harmonious relationship of land use, highways and natural features.

Policies

9. Sensitive orientation, spacing, placement and appearance of all new structures will be encouraged to seek compatibility with natural topography and vegetation.

14. Infill of existing residential areas should be encouraged before expansion of new residential areas.

CITY OF GRAND MARAIS, MINNESOTA  
CITY COUNCIL RESOLUTION 2016-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND MARAIS,  
MINNESOTA APPROVING THE REQUEST FOR A VARIANCE FOR DALE AND SUE  
AMONDSOSON TO CONSTRUCT A STAIRWAY WITHIN THE REQUIRED SETBACKS

WHEREAS, the applicants, Dale and Susan Amondson, seek a Variance from shoreline setbacks to construct a stairway to the beach at their property, zoned R-1; and,

WHEREAS, the Planning Commission conducted a public hearing on April 6, 2016, and received public testimony regarding the proposed Variance; and

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

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

WHEREAS, the City Council reviewed the requested Variance and Planning Commission recommendation at its meeting of April 13, 2016.

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

- Criteria #1     **The variance is in harmony with the purpose and intent of the ordinance.**
- Finding #1     The stairs are replacing an existing stair in disrepair.
- Criteria #2     **The variance is consistent with the comprehensive plan.**
- Finding #2     The comprehensive plan calls for a healthy and safe residential area.
- Criteria #3     **The proposal seeks to use the property in a reasonable manner not permitted by the zoning ordinance.**
- Finding #3     The existing stairs as well as the proposed stairs allow the owners to access their Lake Superior beach, which they would otherwise not be able to do.
- Criteria #4     **The plight of the landowner is due to circumstances unique to the property not created by the landowner**
- Finding #4     There is a 14' cliff between the primary area of the property and the beach area, which is served by an existing stair in need of replacement.
- Criteria #5     **The variance, if granted, will not alter the essential character of the locality.**

Finding #5 The stairs are consistent with that of neighboring properties.

BE IT FURTHER RESOLVED that the Variance to allow Dale and Susan Amondson to construct a stairway within the required shoreline setback at their property is hereby approved.

Passed by the City Council of the City of Grand Marais, Minnesota this 13<sup>th</sup> day of April, 2016.

(SEAL)

\_\_\_\_\_  
Mayor Jay Arrowsmith DeCoux

ATTEST:

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

Exhibit A

LEGAL DESCRIPTION:

East 100' of Government Lot 2 South of Old State Road 1, Section 21, Township 61N, Range 1E



# City of Grand Marais

## Application for Variance

Name of Applicant:	Dale F + Susan K. Amundson
Mailing Address:	PO Box 1388, Grand Marais MI 55609
Property Address:	606 Old Shore Road
Legal Description:	E 100 Ft of Gault Lot 2, South of Old State Rd 1, S21, T61N, R1E of the 4th PM

Applicant is:       Owner       Buyer  Agent  Other (explain)

Current use of property:	Primary Residence
Intended use of property:	Primary Residence
Use and Character of surrounding property:	Primary + Secondary lake homes
Section of Ordinance from which variance is requested:	Set back from Lake Superior -
Brief summary of why a variance is required: <small>(For setback variances attach a site map prepared by a qualified plat mapper or surveyor)</small>	SEE EX A
A variance may be granted where the strict enforcement of the City zoning controls will result in practical difficulties, determined by each of the following five criteria. Summarize the facts as to your property in regards to each of the five factors, using additional sheets as necessary.	
1. Facts showing the variance is in harmony with the purpose and intent of the ordinance:  SEE EX A	
2. Facts showing the variance is consistent with the comprehensive plan:  SEE EX A	

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

SEE EX A

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

SEE EX A

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

SEE EX A

Dated:

2/24/16

Applicant(s) signature(s):

*[Handwritten signature]*  
*[Handwritten signature]*

Owner (if other than applicant)

Owner (if other than applicant)

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

(Do Not Write Below This Line)

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

On Behalf of the City of Grand Marais

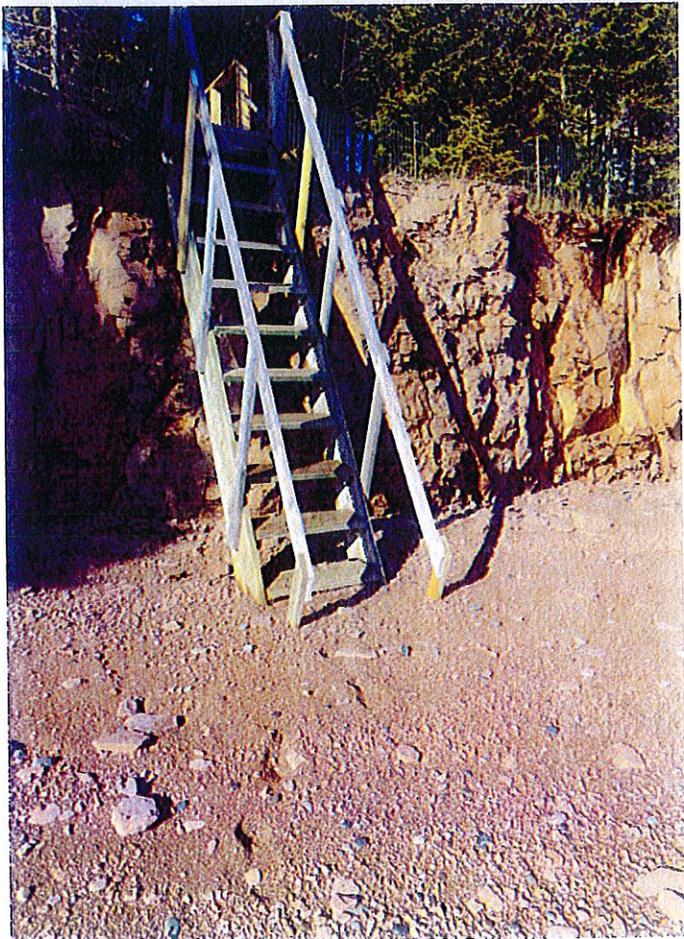
**EXHIBIT A**  
**Application of Variance**  
**Dale & Sue Amondson**  
**606 Old Shore Road, Grand Marais, MN**

**Brief Summary of why a variance is required:** We would like to replace the existing staircase and ladder with a newer and safer staircase. Since we don't meet the 40 ft setback from the vegetation line, we are requesting a variance. To replace the stairs will include replacing the existing landing with a minimum of a 4 x 4 concrete pad, which is needed to secure the staircase. However, due to the irregularity of the shoreline and cliff, we are requesting up to a 8 x 8 landing. The purpose of the pad is to secure the steel beams that are basically cantilevering to support the walkway that connects to the landing of the staircase.

- 1. Facts showing the variance is in harmony with the purpose and intent of the ordinance:** We are not requesting the addition of a new staircase but we need this variance so that we can legally replace the existing staircase and ladder with one solid staircase. The existing and proposed staircases are both consistent with that of the neighbors as well as many other lakeshore lots with similar topography and access to the lake. We have contacted the neighbors and have received letters of support.
- 2. Facts showing the variance is consistent with the comprehensive plan:** The variance will not impact nor change the existing usage of the property and the surrounding neighborhood.
- 3. Facts showing the proposal seeks to use the property in a reasonable manner not permitted by the zoning ordinance:** The property is zoned for residential usage and the variance is requested since it is within the 40 ft setback from the vegetation line. The existing landing and staircase as well as the proposed landing and staircase allow the owners to utilize their Lake Superior Beach, which they would otherwise be unable to access because of the 14 ft drop to the beach. It also allows them to minimize the impact of erosion because they have a fence and thick vegetation line preventing anyone getting near the bluff, except at the point that the landing encounters the bluff. The difference between the existing staircase and the proposed staircase is that instead of going towards the lake, it will run parallel with the bluff, which will allow them to make it a little wider and less steep, which will increase the safety of the staircase. The future owners are avid kayakers and the 4ft width allows them to carry their kayaks to and from the lake.

There is a question as to whether or not this property is subject to a 10 ft side setback as listed under City R-1 OR if there is a 15 ft side setback as listed under City PR Zone. The existing landing is outside the 10 ft side setback but within the 15 ft side setback. If it is subject to the 15 ft side setback, the new landing will meet the setback requirements.

- 4. Facts showing the plight of the landowner is due to circumstances unique to the property and not created by the landowner:** The issue is that there significant drop in elevation (14 ft) from the primary portion of the lot down to the lake. The existing landing, ladder & staircase were originally built going from the bluff towards the lake. The existing staircase is sitting on the beach and when there are significant storms, the staircase gets relocated, which has made it not as stable and is in need of replacement. The new proposed staircase will run parallel to the bluff and will be a little wider and not as steep so it will be safer. In addition, it will include some form of a lift for the lower portion of the staircase so that it can be pulled up during periods of non-usage.
- 5. Facts showing the variance, if granted, will not alter the essential character of the locality:** The neighbors have provided letters confirming that they are in support of the granting of the variance so that the staircase can be replaced. This staircase is consistent with that of the neighboring properties. By increasing the accessibility and safety of the staircase, it allows future owners the peace of mind to allow their children to go up and down the staircase and to enjoy the lake, which is what draws them to Grand Marais.



# Cook County, MN Web Map



## Tax Parcels

- 
- Road Centerlines
- OTHER
- STATE HWY
- COUNTY
- CSAH

## Image

- Red: Band\_1

## Image

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

# Cook County, MN Web Map

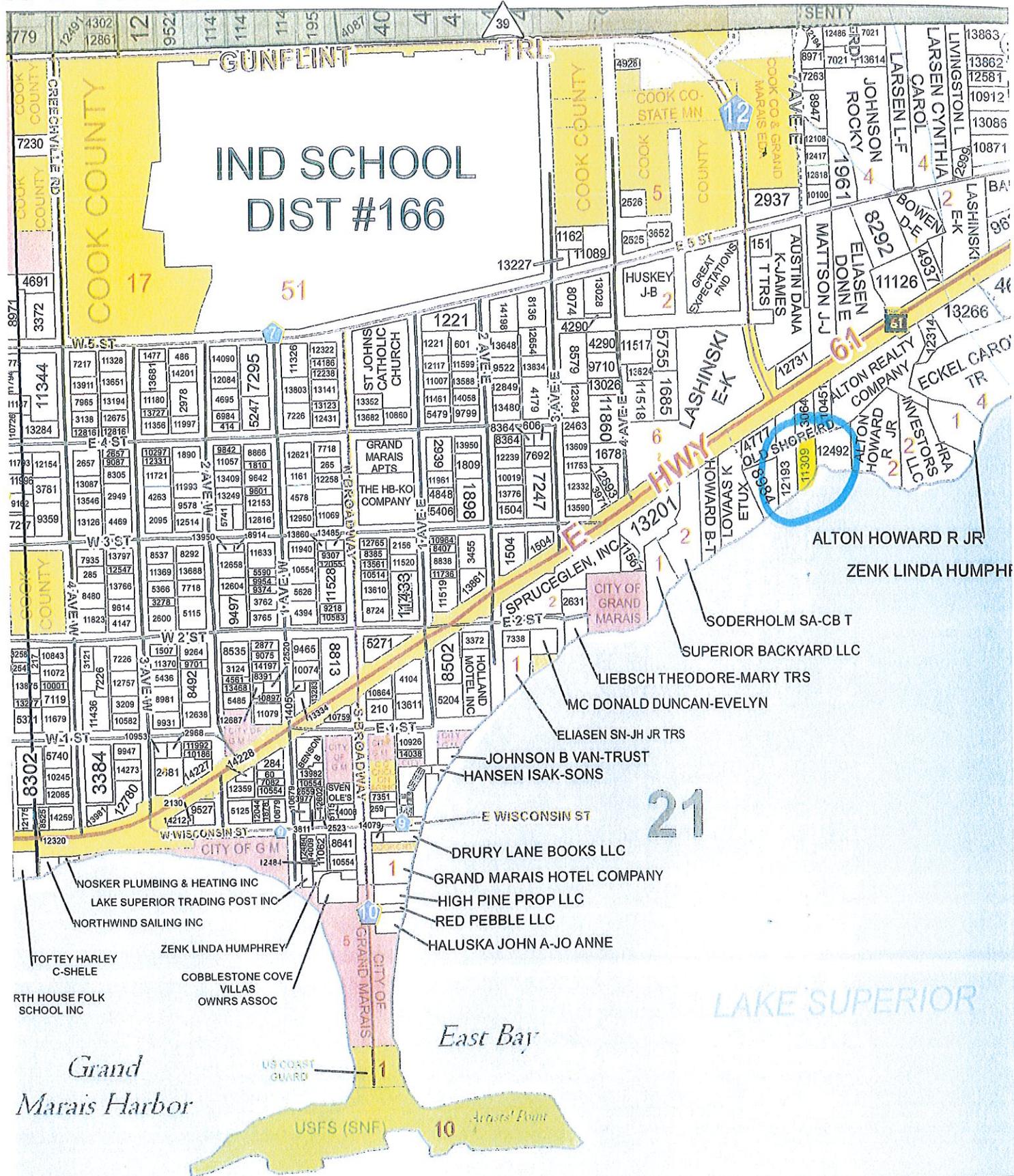


- Tax Parcels
- Road Centerlines
- OTHER
- STATE HWY
- COUNTY
- CSAH

- Elevation Contours
- 10 ft
- 2 ft

- Tax Parcels
- Road Centerlines

- Elevation Contours
- 10 ft
- 2 ft



contact us...

**We want to hear from you!**  
 Let us know about errors you see or ideas for improvements.

Just scan this QR code using your mobile device to instantly access our feedback form.

contact us by email at [plb@cookmm.us](mailto:plb@cookmm.us)

**Ownership**

- Federal Land
- State Land
- County Land
- Native American Land
- Municipal Land

**State Hwy**

- Gov't
- Lot Nbr
- County Gravel
- County Gravel
- Forest
- Unimproved
- Improved

**City Str**

- Private/
- Railroad
- State Pa
- State Fo
- Superior

**Other Symbols:**  
 Boat Ramp  
 Canoe  
 Hwy Paved  
 Road Paved  
 Road



**CITY OF GRAND MARAIS  
LAND USE PERMIT APPLICATION**

Application Number: \_\_\_\_\_

**A. GENERAL INFORMATION**

Owner(s) Name(s): (Last, First, M.I.) <u>Amondson, Dale F.</u>		Building Contractor's Name and License Number: <u>M Peterson - Duluth Steele</u>
Mailing Address: <u>PO Box 1388, Grand Marais MN</u>		Street Address of Subject Property: <u>606 Old Shore Rd, Grand Marais</u>
Daytime Telephone Number: <u>651-366-7172</u>	Evening Telephone Number: <u>Same</u>	Access to property: <u>Public</u>

**B. PROPERTY DESCRIPTION**

LEGAL DESCRIPTION: Lot(s) \_\_\_\_\_; Block \_\_\_\_\_; Plat Name: \_\_\_\_\_

OR: E100ft of Gov't Lot 2, south of Old State Rd 1

In Government Lot 2, or \_\_\_\_\_ 1/4 of \_\_\_\_\_ 1/4; Section: 21; Township: 61W; Range: 1E east(west) of the 4th P.M.

Zone District: Lake Shore Residential Highway / Road / Street: Old Shore Rd

Parcel Identification Number: 80-021-1373

**C. PROJECT INFORMATION**

<b>1. Type of Project</b> A. <input type="checkbox"/> New Building B. <input type="checkbox"/> Addition C. <input type="checkbox"/> Relocation D. <input type="checkbox"/> Foundation Only E. <input type="checkbox"/> Fence F. <input checked="" type="checkbox"/> Other (specify) <u>Replace staircase to the lake</u>		<b>2. Proposed Use:</b> A. <input checked="" type="checkbox"/> Single Family B. <input type="checkbox"/> Multiple Family C. <input type="checkbox"/> Public D. <input type="checkbox"/> Commercial E. <input type="checkbox"/> Industrial F. <input type="checkbox"/> Other (specify)		<b>3. Lot Dimension Data</b> A. Area in squared feet or acres: <u>.60 A</u> B. Lot width at building line: <u>100 ft</u> C. Lot depth: <u>140 ft</u> <u>112</u> D. Lake/Stream setback: _____ ft E. Vegetation setback: <u>40 ft</u> F. Road setback: _____ ft G. Right of way setback: <u>25 ft</u> H. Side lot setback: <u>10 ft</u> I. Rear lot line setback: <u>25 ft</u>	
<b>4. Lake/Stream Name:</b> <u>Lake Superior</u> <b>5. Lake/Stream I.D. Number:</b> _____ <b>6. If the building site is substandard under the current zoning ordinance, do you claim that the lot is "grandfathered" in?</b> <u>NA</u> <input type="checkbox"/> Yes <input type="checkbox"/> No Explain: _____		<b>7. Structure Type:</b> A. <input checked="" type="checkbox"/> Residence B. <input type="checkbox"/> Garage C. <input type="checkbox"/> Office D. <input type="checkbox"/> Storage E. <input type="checkbox"/> Commercial F. <input type="checkbox"/> Industrial G. <input type="checkbox"/> Warehouse H. <input checked="" type="checkbox"/> Deck- <u>staircase</u>			
		<b>8. Sewage Disposal:</b> A. <input checked="" type="checkbox"/> Public B. <input type="checkbox"/> Drainfield C. <input type="checkbox"/> Holding Tank D. <input type="checkbox"/> Alternative System		<b>9. Water Supply:</b> A. <input checked="" type="checkbox"/> Public B. <input type="checkbox"/> Private Well	

**D. STRUCTURE DATA**

<p>1. Structure Dimensions:</p> <p>A. Length: <span style="border: 1px solid black; padding: 2px;">25</span> ft</p> <p>B. Width: <span style="border: 1px solid black; padding: 2px;">4</span> ft</p> <p>C. Area:</p> <p style="padding-left: 20px;">Basement: <span style="border: 1px solid black; padding: 2px;"> </span> ft</p> <p style="padding-left: 20px;">First Floor: <span style="border: 1px solid black; padding: 2px;"> </span> ft</p> <p style="padding-left: 20px;">Second Floor: <span style="border: 1px solid black; padding: 2px;"> </span> ft</p> <p style="padding-left: 20px;">Total Area: <span style="border: 1px solid black; padding: 2px;">96</span> ft</p>	<p>2. Type of Construction:</p> <table style="width:100%;"> <tr> <td><input type="checkbox"/> Wood Frame</td> <td><input type="checkbox"/> Pole Building</td> </tr> <tr> <td><input type="checkbox"/> Masonry</td> <td><input type="checkbox"/> On-site Prefab</td> </tr> <tr> <td><input checked="" type="checkbox"/> Metal</td> <td><input type="checkbox"/> Off-site Prefab</td> </tr> <tr> <td><input type="checkbox"/> Log</td> <td><input type="checkbox"/> Other (specify) _____</td> </tr> </table>	<input type="checkbox"/> Wood Frame	<input type="checkbox"/> Pole Building	<input type="checkbox"/> Masonry	<input type="checkbox"/> On-site Prefab	<input checked="" type="checkbox"/> Metal	<input type="checkbox"/> Off-site Prefab	<input type="checkbox"/> Log	<input type="checkbox"/> Other (specify) _____
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<input type="checkbox"/> Masonry	<input type="checkbox"/> On-site Prefab								
<input checked="" type="checkbox"/> Metal	<input type="checkbox"/> Off-site Prefab								
<input type="checkbox"/> Log	<input type="checkbox"/> Other (specify) _____								
<p>3. Documents Attached</p> <p><input checked="" type="checkbox"/> Sketch Plan</p> <p><input checked="" type="checkbox"/> Elevation View</p> <p><input checked="" type="checkbox"/> Plan View</p> <p><input checked="" type="checkbox"/> Lot Survey <b>ORDERED</b></p> <p><input type="checkbox"/> Other (specify) _____</p>	<p>4. Maximum Building Height: <u>NA</u></p> <p>5. Cost of Improvements: <u>\$20,000</u></p>								

I hereby certify with my signature that all data on my application form, and all attached plans and specifications, are true and correct to the best of my knowledge.

(A) Cal J. Amador  
Signature of applicant(s)

2/29/14  
Date

Please be as complete as possible. Include all of the items listed below where possible:

**General Checklist**

- Scale
- North Arrow
- Lot dimensions
- Structure location
- Lot setback
- Road setback
- Lot survey
- 1 Set of Blueprints
- 1 Set of 8 1/2 x 11 reduced blueprints

**Water Resource Checklist**

- Location of floodway
- Location of flood fringe
- Ordinary high water mark
- Setback from OHWM
- Present water line
- Existing known drainage
- Location of wetland areas
- Location of sewer & water connections

**DO NOT WRITE BELOW THIS LINE**

<p>I hereby certify that the applicant herein has applied and paid for all permits required by the Grand Marais Public Utilities Commission in connection with the project described herein.</p> <p>BY: _____ Signature of Director of Public Works, City of Grand Marais</p>	<p>Fee of \$ _____ Paid</p> <p>Date _____</p>
<p>Remarks:</p>	

The attached Application for Permit is hereby:  Approved  Denied

All in accordance with the application, addendums, plans, specifications, drawings, and all other supporting data, unless specified in the general or special conditions hereafter.

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Zoning Administrator, City of Grand Marais

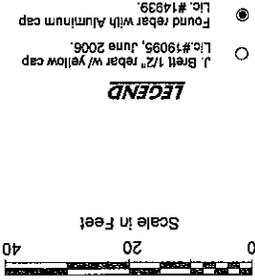
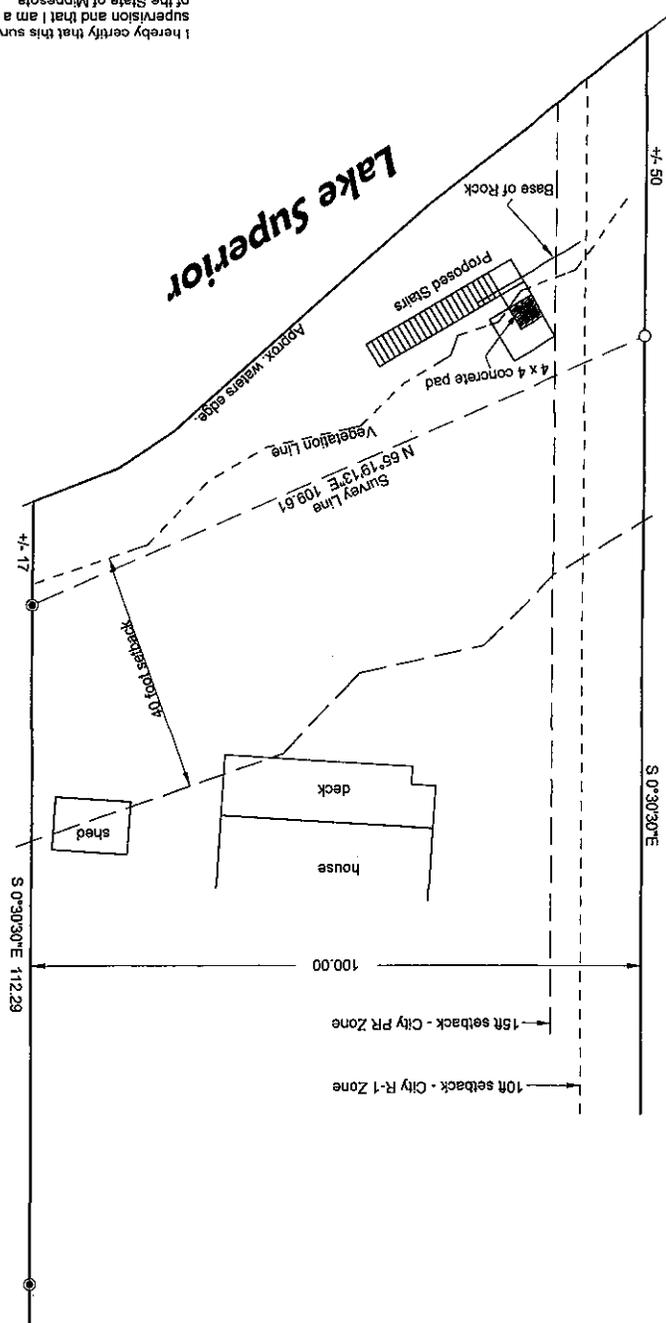
**NOTE: LAND USE PERMITS EXPIRE ONE (1) YEAR FROM THE DATE OF ISSUANCE**



# Variance Sketch

This is not a boundary survey.

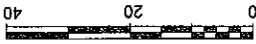
## Proposed Stairs



### LEGEND

- Found rebar with Aluminum cap  
Lic. #14939.
- J. Brett 1/2" rebar w/ yellow cap  
Lic. #19095, June 2006.

Scale in Feet



I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the Laws of the State of Minnesota.

Richard J. Tofté, Lic. #16461

Dated: March 29, 2016

PRELIMINARY

SCALE: 1 inch = 20 feet		DATE: March 29, 2016
DRWN CT CHKD RJT	DISC: C2	FILE: LARENZ13.zak
BOOK 51 PAGE 63	W. O. No. 1152	
Prepared for: <b>Amondson / Larenzie</b>		<b>BRETT LAND SURVEYING</b> P.O. Box 565 Grand Marais MINNESOTA 55604 (218) 387-1726

RESOLUTION NO. 2016-05

RESOLUTION SUPPORTING REGIONAL PARK  
DESIGNATION APPLICATION IN GREATER MINNESOTA  
FOR GRAND MARAIS RECREATION AREA

Park or trail name: Grand Marais Recreation Area  
Location: Grand Marais, MN Date of Resolution: 4/13/2016

Lead Applicant: City of Grand Marais

**BE IT RESOLVED** that the City of Grand Marais as lead applicant, has the authority to act as legal public sponsor for the application described in the *Request for Designation as a Regional Park or Trail in Greater Minnesota*.

**BE IT FURTHER RESOLVED** that as lead applicant we are fully aware of the information provided in the application and associated responsibilities, including long-term commitments as defined in the application and related master plan and supporting information as submitted.

**BE IT FURTHER RESOLVED** that, should City of Grand Marais receive formal designation as a Regional park or trail in Greater Minnesota by the Commission, that as the lead applicant we have the legal authority to enter into formal designation and funding agreements with the Commission for the referenced park or trail.

**BE IT FURTHER RESOLVED** that listed applicant can certify they will comply with all applicable laws and regulations associated with regional designation and any future grant funding for their respective portions of any project.

Adopted by the City Council of the City of Grand Marais this 13<sup>th</sup> day of April 2016.

(SEAL)

\_\_\_\_\_  
Mayor Jay Arrowsmith-DeCoux

ATTEST:

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

# Greater Minnesota Regional Parks and Trails Commission

## Designation Application

### General Section

Designation Application #: 16-002D      Date Submitted:

Park or Trail Name: Grand Marais Recreation Area

District #: 1      Map Coordinates (Latitude and Longitude): Latitude: 47.7482 Longitude: -90.3437

#### Location Description:

The Grand Marais Recreation Area is a municipal park, campground and marina on Lake Superior and the harbor of downtown Grand Marais. Major assets of the location include: 300-site RV park and campground, 30 slip marina with fuel and pump-out dock, public water access ramps, connectivity to the Gitchi-Gami state bike trail, Sweethearts Bluff Nature Area with hiking trails, coastal wetlands, roughly a mile of Lake Superior shoreline including cobblestone beach, a Historical Society display featuring a restored herring tug, recreated fish house and vintage smokehouse, picnic areas, shoreline pavilion, rec. hall, playground, ball field, community garden and open space. All these natural resource based attractions are framed by Highway 61 to the north, Lake Superior to the south and the Grand Marais harbor to the east. The recreation area is within walking distance to the village of Grand Marais and all of its cultural, historic and harbor side charms.

Lead Applicant Organization: City of Grand Marais

Lead Contact First Name: Dave      Last Name: Tersteeg

Mailing Address: PO Box 820

City: Grand Marais      State: MN      Zip: 55604

Phone: 218 387 1712      Email: recpark@boreal.org

Joint Applicant #1 Organization:

Joint Applicant #2 Organization:

Joint Applicant #3 Organization:

Joint Applicant #4 Organization:

Describe other project supporters:

Minnesota Department of Natural Resources Minnesota Land Trust Cook County, MN Cook County Soil and Water Conservation District Grand Marais Garden Club

### Description Section

Classification: Natural Resource Based Regional Park

Total proposed acreage: 100

Overview/Description of Park or Trail:

The Grand Marais Recreation Area is a municipal park, campground and marina on Lake Superior and the harbor of Grand Marais. Approximately 100 acres of public parkland are framed by roughly a mile of Lake Superior shoreline, including coastal wetlands, rugged break walls and cobblestone beaches. The location is accessible via State Highway 61, the Lake Superior Water Trail and the Gitchi-Gami state bike trail. The City of Grand Marais and Minnesota Land Trust hold a conservation easement on the property to protect the natural and scenic values of the land. The marina has been a member of the Minnesota Clean Marina organization since the group's inception in 2013. For generations, Grand Marais has hosted vacationers and adventurers seeking a unique, Minnesota experience on the shores of the largest freshwater lake in the world. The harbor town has a sense of place like no other. Here the unique scenery, weather and isolation combines with a rich history of industry, arts and recreation to create a culture of true regional significance. The Grand Marais Recreation Area offers access to the local culture and natural resource based experiences on Lake Superior and the adjacent inland wilderness. The campground and marina provide accommodations for tens of thousands of campers and boaters vacationing annually as overnight guests. Additionally, thousands of day users enjoy the parkland for rest and rejuvenation, rock skipping, walking, birding, hiking, biking, paddling, sailing, power boating and socializing. The recreation area also includes Sweetheart's Bluff nature area and trails, including the barrier-free access Lake Loop, and downtown Harbor Park and Boulder Park. Grand Marais' regional appeal resonates throughout the public spaces, on the waterfront, that host community events, recreation and family vacations. The campground offers a full spectrum of site types; of 300 sites total, 161 are electric/water/sewer, 82 electric/water, and 57 primitive. 100 sites are rented at monthly rates, with returning seasonal guest's enhancing the social fabric of the community. The marina features 30 slips, 9 mooring balls, service dock with fuel and pump-out and public boat launches. Recreation area amenities include: four, modern bathhouses, RV dump station, picnic pavilion, recreation hall, playground, ballfield and community garden. A park office headquarters onsite, and is staffed year-round by the Grand Marais Parks Department. The Grand Marais Recreation Area is the largest municipal park, campground and marina on the north shore. Grand Marais is the eastern gateway to the Boundary Waters Canoe Area Wilderness and Superior National Forest via the historic Gunflint Trail. The town is also within 70 miles of all 8 state parks on the shore. The marina is an oasis along a 90 mile stretch between Sliver Bay and Grand Portage, and a welcome stop for guests visiting from the Apostles Islands and Isle Royale, 50 to 60 miles away. The recreation area serves as base camp for exploring Minnesota's arrowhead, a region rich with natural resources, recreation, arts, culture and history.

What is the Acquisition and Development Status?

New Park or Trail (no land acquired or developed)

Existing Park or Trail

Land Acquisition

Status:

Percentage of Land Acquired: 100%

- Development Status
  - No Development
  - Some Development, but more Proposed
    - New Facilities Proposed
    - Existing Facilities to be Upgraded
  - Fully Development

Facility Listing Section

Classification: Natural Resource Based Regional Park	
Existing Facility List	Proposed Facility List
Camping-cross-section of camper types, Electric/water/sewer RV sites, Electric/water campsites, Non-electric campsites, Group campsites, Tent only sites, Picnicking and picnic shelters, Walking Trails (paved), Hiking Trails (natural), Biking Trails (paved), Lake Access for power boats, Visitor Center, Play areas, Restrooms/sanitation building, Roads and Parking Areas, mooring buoys and boat slips on Lake Superior	Lake Access for power boats, Nature Center/Interpretation Trails, Play Areas, with an outdoor theme

Master Plan Status Section

Master Plan Status: Existing Master Plan is Available (but needs to be updated to meet strategic plan)

Describe Other Supportive Information:

Park Board and City Council completed a Master Planning project in 2009.

Classification Details Section

Classification: Natural Resource Based Regional Park

Criteria #1 Provides a High-Quality Outdoor Recreation Experience: Named "Best of the Lake" for Minnesota campgrounds in the 2015 Lake Superior Magazine readers survey, the Grand Marais Recreation Area is a premiere, regional base camp for access to the year-round, natural resource based recreation in Cook County. In addition to outdoor recreation, visitors enjoy our location to experience the arts, culture and historic charm of the iconic, harbor village of Grand Marais. The Grand Marais Recreation Area offers rare, public access to Lake Superior's shoreline, and is a central hub for explorers of the abundant, publicly owned land in Cook County programmed for outdoor recreation pursuits - camping, boating, hiking, biking, fishing, birding, skiing, sledding, etc. The 300 site campground and 30 slip marina feature a full spectrum of site types, prices and scenic settings. The location features four, modern bath houses - the newest of which includes a state of the art solar hot water system. Every size and shape of RV, tent, boat and day user is welcome to take advantage of our location and services. The

city takes pride in the operation, leading a successful team of year-round and seasonal workers who maintain the facilities and grounds. The marina is a member of the Minnesota Clean Marina organization and the parkland is under a conservation easement with the Minnesota Land Trust. The in-town convenience for campers to "rough it", yet still order a Sven and 'Ole's pizza delivered to their site is a real charm, especially for families. Many loyal guests mention Grand Marais as their "favorite spot", and returning families have been coming for 50+ years to the recreation area. Only at the Grand Marais Recreation Area can campers and boaters stay on Lake Superior, next to downtown Grand Marais, and access both wilderness and modern amenities.

Criteria #2 Preserves a Regionally-Significant and Diverse Natural or Historic Landscape: The scenery surrounding the recreation area features the best of Grand Marais - its lighthouse, breakwalls and harbor, the endless horizon of Lake Superior, the long look down the Sawtooth Mountain Ridges and the bluffed ridgeline above town. Visitors explore natural beauty on the shoreline, including: Sweetheart's Bluff (with barrier-free access Lake Loop trail), cobblestone beaches, Harbor and Boulder Park and Artist Point tombola. The eastern breakwall is accessible for walks out to the lighthouse and a unique, on the water view. Lake Superior's shoreline and prominent ridgeline establishes a riparian route intensively used by migrating birds, easily observed from the recreation area. The diverse ecology of the harbor includes spawning brook trout, beavers and otters. Delineated, coastal wetlands buffering the recreation area feature a unique, upland island. The Grand Marais Recreation Area is under a conservation easement with the Minnesota Land Trust, and annual monitoring visits by this agency ensures resource protection and land stewardship. Grand Marais has a rich history of settlement, beginning with a First Nation, Ojibwe presence in the 1730's. Throughout the region, industry has boomed and busted trapping, fishing, mining and logging the rich natural resources. The Cook County Historical Society maintains a replica fish house, vintage smoke house and partially-restored herring tug on the cobblestone beach in the marina. The group's local museum is the original lighthouse keepers quarters downtown, and several other historic properties are nearby. The Grand Marais Recreation Area has hosted "modern" campers since the dawn of RVs in the 1940s, although even earlier images exist of tent campers on the harbor. From the 1950s to the 1980s, the recreation area was known as the "Tourist Park" - a moniker that lives on to this day and speaks to the tradition of the site.

Criteria #3 Well-located and Connected to Serve Regional Population and/or Tourist Destination: The north shore of Lake Superior offers some of the best natural, historic and cultural resources in the state. The harbor village of Grand Marais is one of Minnesota's top tourist destinations. Reasons for Grand Marais' appeal include: Lake Superior and Sawtooth Mountains scenery, mild weather (cooler in the summer), and access to vast, public land for recreation. The Grand Marais Recreation Area is centrally located in Cook County to serve as base camp for tens of thousands of visitors exploring the region annually. The 300 site campground and 30 slip marina is a major anchor in Cook County, where 80% of the economy is tourism based. The location is prime - on Lake Superior, directly off State Highway 61 (North Shore Scenic Drive and All American Road). Grand Marais, via the Gunflint Trail, is the eastern gateway to the Boundary Waters Canoe Area Wilderness. Visitors to and from the inland wilderness and Superior National Forest use the modern services the recreation area provides. The Gunflint Ranger station is within one mile, and all 8 state parks on the north shore are within 70 miles of the recreation area. The recreation area comprises an entire neighborhood of Grand Marais, and all facilities are

within 1 mile of roughly 1500 residents. The location is accessible via the Grand Marais section of the Gitchi-Gami bike trail through a pocket park, with timber-framed pedestrian bridge, known as the Community Connection. The location also serves big lake boaters with a designated campsite on the Lake Superior Water Trail and a full service marina, including public boat launches. The Grand Marais Recreation Area offers public access to over a mile of Lake Superior shoreline, with modern, complimentary facilities to support the broad spectrum of recreational opportunities available throughout the region.

Criteria #4 Fills a Gap in Recreational Opportunity within the Region: The demand for camping on Minnesota's north shore of Lake Superior is tremendous. No other campground compares in campsite variety, proximity to Grand Marais and the Gunflint Trail, and support services for guests. State parks on the shore are upgrading and expanding their facilities to better serve RVs. However, for larger motorhomes and trailers, the recreation area is the only campground that meets their needs on the north end of the lake. 300 total sites create a complete range of sizes, utilities and prices to serve the full spectrum of camper preferences. The Grand Marais Recreation Area offers what the state parks in the region do not - camping for every size and shape of RV, with a diverse 300 site capacity. The Grand Marais Recreation Area is also home to the only municipal marina on Minnesota's north shore. The Minnesota Clean Marina member facility prides itself on protecting the resources, while providing fuel, sanitary pump-out, slips, buoys and public water access ramps for boaters. The harbor of Grand Marais is a refuge for boaters along Minnesota's cold, rocky shoreline. The next closest marinas are Silver Bay and Grand Portage, both roughly 50 miles away, (a distance of 10 hours for sailboats). The marina is the preferred port for cruising boats transiting from the Apostles Islands to Isle Royale. Other, unique support services provided at the recreation area to visitors of the region include: RV dump station (critical for users of inland, national forest campgrounds and Lake Superior Circle Tours), showers for non-guests, and electric vehicle charging. Harborside facilities at Boulder Park and Harbor Park host community events on Lake Superior, in downtown Grand Marais. Additionally, the in-town location is ideal for students of the North House Folk School and Grand Marais Art Colony looking for affordable lodging options.

Attachment List Section (only lists up to 10 documents)

Type	Description
Master Plan	Adopted Goals and Policies of the Rec Park Master Plan
Master Plan	Rec Park Master Plan site use map
Photo	View from west breakwall, looking north
Photo	Cobblestone beach of the harbor
Photo	Fish House, Nee Gee herring tug, RVs, boats and a duck
Other	Recreation Area map for guests
Other	Full color brochure / promotional rack card

# Memo

**To:** City Council Members  
**From:** Dave Tersteeg, Parks Manager  
**CC:** Mike Roth, City Administrator  
**Date:** 4/7/2016  
**Re:** Park Office exterior renovations

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At the Tuesday, April 5<sup>th</sup> Park Board meeting a motion was approved to hire Builders Commonwealth to perform exterior renovations to the Park Office building. The project includes replacement of the roof, siding, trim, windows and doors; additional insulation will also be added to complete energy efficiency goals of the project.

Total project price has been estimated at \$68,910, with a \$5k contingency.

The project is scheduled to be completed before May 31<sup>st</sup>.



# BUILDERS COMMONWEALTH

City of Grand Marais  
Attn: Aaron Poznaovic  
218-387-4050  
aaronpoz@gmail.com, pozna001@umn.edu

March 8, 2016

Grand Marais Recreation Park Office Proposal  
Proposal #5-16

We propose to renovate the existing Grand Marais Recreation Park Office Building, located at 114 South 8<sup>th</sup> Avenue West, Grand Marais, Minnesota, 55604. The scope and estimated cost of work is as follows.

## A. General Construction

1. Remove existing siding and trims, leaving the handicap ramp, fascia, and front and rear porches.
2. Remove 13 double hung windows.
3. Remove 2 exterior doors and storm doors/screens.
4. Install HomeGuard or Tyvek wind and water barriers.
5. Supply and install ¾" styrofoam sheathing, set over the Tyvek or HomeGuard, for additional insulation.
6. Install new C-select pine siding, millwork pattern #106, ¾"x5½"
7. Install select pine trims as follows:
  - a. 1x4 corner boards
  - b. 1x8 barge board
  - c. 1x2 drip cap
  - d. 1x10 frieze board
8. Supply and install 13 new Marvin Integrity double hung windows with 3½" flat casing. Upper sashes have a 3wx2h SDL grid.  
Note: Units are prefinished white on the exterior and are bare wood on the interior
9. Supply and install 2 entry doors, 2'8"x6'8"x1¾". Doors are Bayer Built fiberglass doors with an LVL core for light commercial use. Style is ½ low emissivity glass with two panels below, or style to be confirmed. Exterior door jambs could either be stained or painted wood with flat casing or clad jambs with flat casing.
10. Supply and install 2 Bayer Built self-storing fiberglass storm/screen doors. Units are ½ glass style. A heavy duty Larson storm screen could also be used with 2/3rds glass and a pull down screen. Storm/screen doors are white. Hardware finish on the storm/screens to be confirmed. (See Allowances)
11. Supply and install 2 Emtek entry sets with deadbolts. Style and finish to be confirmed. (See Allowances)
12. Caulk new siding and trims as required.
13. Supply and install trim at the 13 new windows and 2 new doors. Trim is flat pine with an eased edge. Head trim is 4" and casing and apron trim are 3". Stools are 1" thick.
14. Install extension jambs on the new windows as required. Extension jambs are pine.

## Allowances

### B. Paint and Stain Allowance

1. Apply (1) coat Sansin Blue stain to the new pine siding and trim prior to its installation. This work will occur in our shop.
2. Apply a second coat of Sansin blue stain after all of the siding and trim is installed.
3. Apply (1) coat of sealer and (2) coats of clear or pigmented stain to the interior casing, and window jambs and sashes. Owner to confirm finishes.

**Cost Summary**

<b>General Construction</b>	– labor, materials, tax, overhead.	\$49,870.00
<b>Allowances</b>		
	Paint/stain – labor, materials and shop charges	<del>\$4,400.00</del>
	Insulation	\$4,800.00
	Exterior doors and storms/screens	<del>\$2,700.00</del>
	Exterior locksets (Emtek)	\$380.00 ✓
<b>Site Expense Allowances</b>		
	Crane	N/C
	Disposal	\$430.00
	Portable toilet	N/C
	Electricity and Water	Provided by owners
	Trucking from Duluth	\$330.00
	Site Clean-Up	\$600.00
	<b>Subtotal site work allowances</b>	<b>\$1,360.00</b>
<b>Per Diem Allowances</b>	60 days @ \$50.00/day	\$3,000.00
<b>Lodging Allowances</b>	48 nights @ \$50.00/day	\$2,400.00
<b>Total Estimated Renovation Costs</b>		<b>\$68,910.00</b>
<b>Contingency</b>	(Suggested)	\$5,000.00
<b>Alternates</b>		
	A-1 Delete attic floor insulation	(\$1,315.00)
	A-2 Change select pine siding to #2 pine (not recommended)	(\$5,400.00)
	A-3 Change select pine siding to D select cedar (not recommended)	\$4,250.00
	A-4 Construct and design a new handicap ramp to meet correct codes. Note: It isn't a requirement to update the ramp to conform to the new IBC code of a 1/20 slope. A new ramp would be longer than the existing. Decking materials could be wood or a lower maintenance and very durable TimberTech.	\$15,000.00
	A-5 Change Marvin Integrity double hung windows to Marvin Extended aluminum double hung windows with exterior white cladding	\$6,255.00
	A-6 Fabricate an insulated hatch cover at the attic stairs.	\$450.00

4/4/16

Dear Grand Marais City Council,

As you know, your very own Public Utilities Commission has unanimously passed a resolution recognizing climate change as a serious threat to the future well-being of our community and encouraging the U.S. Congress to address that threat by enacting a national carbon pricing policy known as Carbon Fee and Dividend. For our collective future, we request that Council consider taking similar action.

Of course, it's no fun to take up a divisive national issue over which you have no direct control. Why risk inflaming local animosities? However, we urge you to do so for two main reasons: One, given the extent and severity of the climate change crisis, it is very plainly your duty; and two, the difficult change required — a national carbon pricing policy — can only be accomplished through a grassroots political movement of which your resolution would be a small but essential part.

As you (hopefully) become familiar with the CFD proposal you will find an ocean of complexity. We suggest that not all the details of CFD need be worked out at this stage. But rather, if you come to believe this concept has merit, your resolution (like ours) would be to endorse the initiation of a national legislative process whereby the details of a CFD proposal would be developed with input from all stakeholders through their Federal elected officials.

As for the CFD proposal itself, we have been impressed with both its projected effectiveness and its political viability. The proposal is carefully crafted to be non-partisan. It doesn't raise taxes, it's market-based, and it would render obsolete a complicated mountain of governmental energy regulation and subsidies — all things that are appealing to a growing number of conservatives who are increasingly taking the issue of climate change more seriously.

The CFD proposal we have endorsed is one advocated for by the national, non-partisan group, Citizen's Climate Lobby, and you can find a great deal of information about CFD at their website: [citizensclimatelobby.org](http://citizensclimatelobby.org). We have also attached a number of supporting documents from that website and elsewhere.

Also, there will be a presentation about CFD by local Citizen's Climate Lobby members on Thursday, April 21st, at 7:00 p.m., at the North House Folk School.

For the good,

Grand Marais Public Utilities Commission

Grand Marais Public Utilities Commission  
Resolution 2016-01

**RESOLUTION RECOGNIZING CLIMATE CHANGE AND URGING  
CONGRESS TO LEVY A REVENUE-NEUTRAL FEE ON CARBON IN  
FOSSIL FUELS**

WHEREAS, climate scientists worldwide are in near-unanimous agreement that the Earth is warming rapidly which is causing changes in climate that are perilous to the Earth's natural systems and to human civilization; and

WHEREAS, the primary cause of that warming is human activity, especially through the combustion of fossil fuels which emit greenhouse gases such as carbon dioxide (CO<sub>2</sub>); and

WHEREAS, the continued use of fossil fuels is being supported by a market failure whereby the costs of carbon emissions are not included in the price of fossil fuels; and

WHEREAS, the urgent need to transition away from fossil fuels can best be accomplished with a market-based program, namely a revenue-neutral carbon fee on fossil fuel producers with a corresponding rebate or dividend to consumers; and

WHEREAS, using such a revenue-neutral carbon fee and dividend to reduce carbon emissions would have the following benefits:

- (1) The carbon fee would incentivize the development and use of energy efficiency and low-carbon energy sources and minimize the need for onerous governmental energy regulations and subsidies that attempt to forecast winners and losers.
- (2) The transition to low-carbon energy sources will provide a range of additional benefits including enhanced public health, job creation and strengthening of the U.S. economy, increased energy security, and increased local energy development in rural areas.
- (3) Even though the carbon fee would temporarily increase energy costs including electricity rates, and the cost of living, those costs would be offset by the revenue returned to households on an equal basis as a dividend such that the bottom 55-60% of households by income would break even or receive more in dividends than they would pay in higher living expenses.

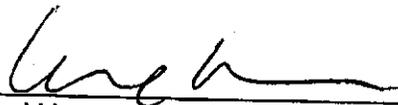
NOW, THEREFORE, BE IT RESOLVED

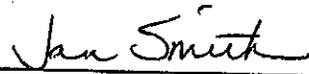
that the Grand Marais Public Utilities Commission strongly urges the United States Congress to pass legislation that levies an annually increasing revenue-neutral fee on the carbon in fossil fuels at the point of production or importation, that would be sufficient to:

- (a) Encourage individuals and businesses to produce and use less fossil fuels;
- (b) Make the transition from fossil fuels less onerous to consumers and to the economy by returning to Americans on an equitable basis all of the revenues gained from the fee;
- (c) Reduce U.S. CO2 emissions to 10% of 1990 levels by 2050;
- (d) Encourage similar actions by other nations trading with the United States, by suitable carbon-content-based fees for imports, and rebates for exports, to nations that have not taken such actions.

BE IT FURTHER RESOLVED that the Grand Marais City Administrator is directed to forward a copy of this resolution to the Grand Marais City Council and the City's Congressional Delegation.

GRAND MARAIS PUBLIC UTILITIES COMMISSION

By:   
Karl Hansen, Chairperson

Attest:   
Jan Smith, Secretary

# City of Grand Marais

## MEMO

TO: Mayor Arrowsmith-DeCoux  
City Council  
FROM: Michael J Roth, City Administrator  
DATE: April 8, 2016  
SUBJECT: Public Works Garage Update

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### Design Process

Attached are two draft site plan drawings for the new Public Works Facility. Department Heads have reviewed the two building layouts, and prefer the rectangular alignment with a few modifications. LHB also prefers the rectangular alignment as it has less impact on the site. We have sent our staff comments to LHB for modifications, including moving the arrangement of the spaces to allow outside vehicle access to the shop, to adjust the floor plan to allow angle parking, to remove the inside corners created by the building section being different length, to add space to the parts storage, include a price for in-floor heating, and to be ready to discuss adding length to the building to provide for possible future fleet growth.

As you can see, the site plans do not encroach on the existing Motel space, nor the Northwest corner building site adjacent to the highway, leaving us with multiple options on future development of a municipal building. You will also see that there is not a lot more room on the site using these configurations for adding space for another partner, such as the school. Notice also that any extension to the South creates significant grading.

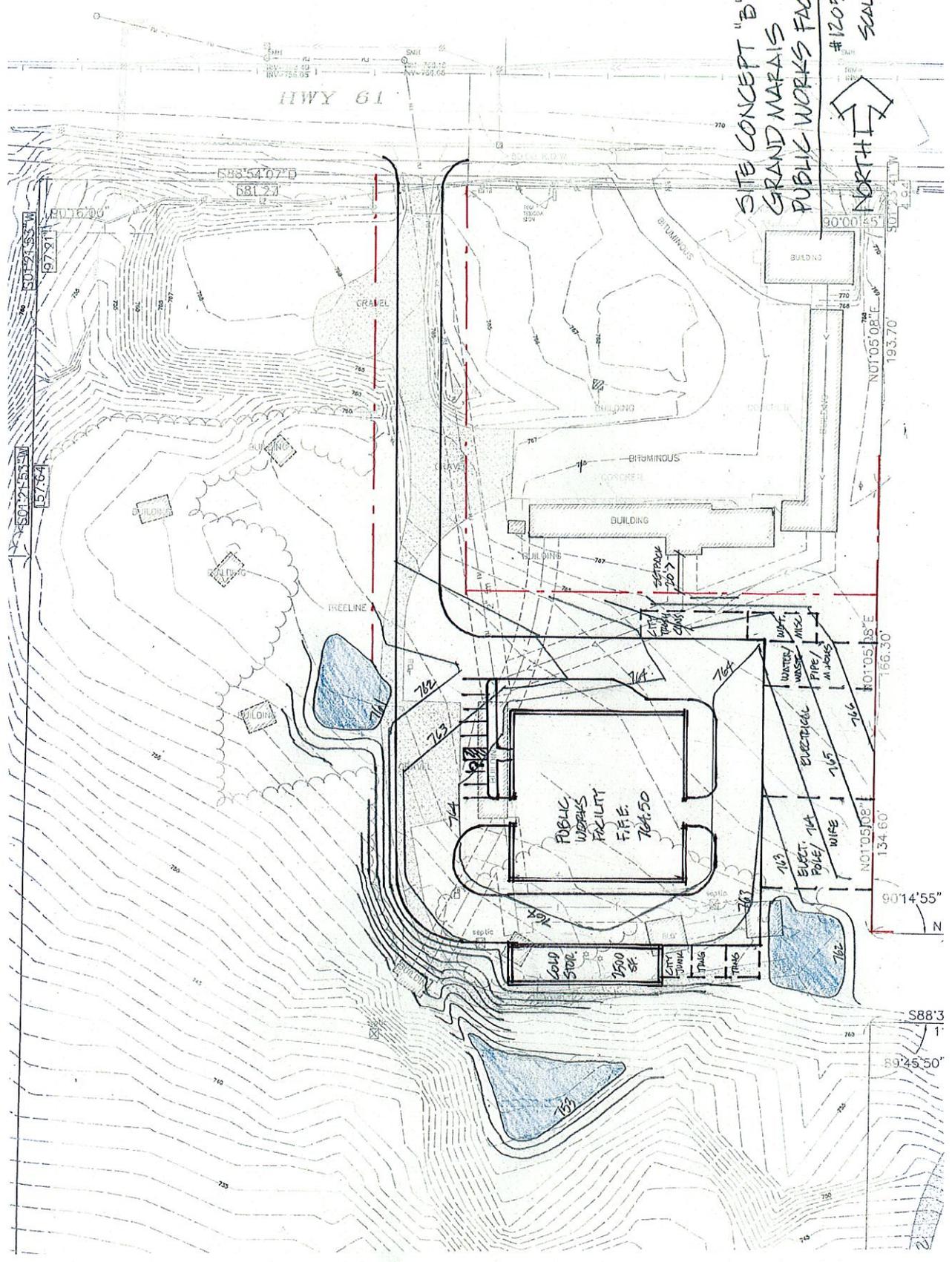
We are hoping to get another draft design back for Department Head review prior to the next Council meeting. When we have a final building schematic and site plan, we will acquire budget quotes for building costs as requested by the Council.

### IRRRB Public Works Stimulus Grant Agreement

The city was successful in receiving a \$100,000 Public Works Stimulus grant for installation of road, water and sewer extensions to facilitate this project. Attached is the grant agreement for your consideration.



SITE CONCEPT "B"  
GRAND MARAIS  
PUBLIC WORKS FACILITY  
# 120516  
SCALE 1:60



HWY 61

588'64.07" D  
681.27

BUILDING

BUILDING

BUILDING

PUBLIC WORKS FACILITY  
F.F.E. 704.50

COLD STOR.  
1500 SF

WATER WORK  
MISC. 117

ELECTRICAL  
PIPE 116

WIRE 115

ELECT. POLE  
114

WIRE 118

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March 9, 2016



City of Grand Marais  
Attn: Mike Roth  
P.O. Box 600  
Grand Marais, MN 55604

Re: Public Works Stimulus Grant Award Letter – PO ID#3000004677

Dear Mike,

The Public Works Stimulus Grant Program application for construction of a new public works facility in the amount of \$100,000.00 has been approved.

To finalize the grant agreement, submit the following:

- Signed Grant Agreement
- Final Bid Report

To receive reimbursement, submit the following:

- Reimbursement Request Form (3 enclosed) along with eligible invoices
- Progress Report (enclosed) prior to project completion
- Final Report Form (enclosed and required for final reimbursement)

Congratulations on being awarded the grant. If you have any questions, please contact me.

Sincerely,

Chris Ismil  
Community Development Representative  
[Chris.Ismil@state.mn.us](mailto:Chris.Ismil@state.mn.us)  
218-735-3010



An Equal Opportunity Employer

**Iron Range Resources &  
Rehabilitation Board**  
P.O. Box 441  
Eveleth, MN 55734-0441  
(218) 735-3000

**IRRRB.org**

**STATE OF MINNESOTA  
GRANT AGREEMENT**

<b>PO ID</b> 3000004677	<b>PO Date</b> 2/23/2016		<b>Fiscal Year</b> 2016	<b>Grant Award</b> \$100,000.00
<b>Vendor ID</b> 0000195435	<b>Fund</b> 2380	<b>Fin Dept ID</b> B4336400	<b>Approp ID</b> B43N6AS	<b>Account</b> 441352

This grant contract is between the State of Minnesota, acting through its Office of the Commissioner of Iron Range Resources and Rehabilitation Board (hereinafter IRRRB) and **Grand Marais, City of, Attn: Mike Roth, P.O. Box 600, Grand Marais, MN 55604** (hereinafter GRANTEE).

1. Under Minnesota Statutes Section 298.22 and Section 298.223, and pursuant to IRRRB Resolution No. 16-024, the IRRRB is empowered to enter into this grant.
2. As part of its mission, the IRRRB will fund local economic development projects including Public Works, Culture and Tourism, and Housing Redevelopment projects located within the Taconite Assistance Area defined in Minnesota Statutes Section 273.1341. The IRRRB has determined that the completion of this project will support those purposes.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the IRRRB. Pursuant to Minnesota Statutes 16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

**1 Term of the Grant Contract**

- 1.1. **Effective date:** the date the IRRRB obtains all required signatures under Minnesota Statutes 16B.98, Subdivision 5 and 7.
- 1.2. **Expiration date:** 12/31/2016, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 9. Liability, 10. State Audits; 11. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 16. Data Disclosure.

**2 Grantee's Duties**

The Grantee, who is not an IRRRB employee, will use the Office of the Commissioner of the Iron Range Resources and Rehabilitation Board monies provided for construction of a new public works facility.

Expenses eligible for reimbursement under the terms of this Agreement will be those incurred since 2/22/2016, for construction of a new public works facility, and other costs associated with the completion of the project.

**Prevailing wages must be paid on the project according to the IRRRB Board resolution No. 96-005, see attached Exhibit A. This language is required to be included in the development agreement and bid spec documents.**

The grantee will submit a progress report prior to project completion and a final report when the project is complete to the IRRRB. An IRRRB authorized representative will conduct a site visit or call as a monitoring requirement for the project.

Architectural and engineering fees in excess of 10% of the total project costs are ineligible for reimbursement.

NOTE: Grantee agrees to perform the above duties in accordance with the plans and specifications in grantee's application which is incorporated into this Agreement and kept on file in the Office of the Commissioner of the Iron Range Resources and Rehabilitation Board, and in accordance with the policies as stated in the Grant application manual.

**3 Time**

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

**4 Obligation and Payment**

- 4.1. **Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$100,000.00.
- 4.2. **Payment.** The IRRRB will promptly pay the Grantee after the Grantee presents itemized invoice for the services actually performed and the IRRRB's Authorized Representatives accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: reimbursement upon submission of invoices upon completion of stages of work on the project and/or completion of the entire project done in accordance with this Agreement. If applicable, bid tabulations will be required for the project and a copy submitted to the IRRRB Authorized Representative.

## 5 Conditions of Payment

All services provided by Grantee under this grant must be performed to the IRRRB's satisfaction, as determined at the sole discretion of the IRRRB's authorized agent, and in accordance with all applicable federal, state, and local laws, ordinances, IRRRB board resolutions, rules and regulations. GRANTEE will not receive payment for work found by the IRRRB to be unsatisfactory or performed in violation of federal, state or local law.

## 6 Authorized Representative

The IRRRB's Authorized Representative is **Chris Ismil**, 4261 Hwy. 53 S., Eveleth, MN 55734, (218) 735-3010, [chris.ismil@state.mn.us](mailto:chris.ismil@state.mn.us), has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this contract. If the services are satisfactory, the IRRRB's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Mike Roth**, P.O. Box 600, Grand Marais, MN 55604, 218-387-1848, [cityhall@boreal.org](mailto:cityhall@boreal.org). If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the IRRRB.

## 7 Authorized Agent

The IRRRB's authorized agent for the purposes of administration of this grant is the **Commissioner, Deputy Commissioner** or the **Executive Director of Development** who shall have final authority for acceptance of GRANTEE'S services.

## 8 Assignment, Amendments, Waiver, and Grant Contract Complete

- 8.1. **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without prior written consent of the IRRRB, approved by the same parties who executed and approved this contract, or their successors in the office.
- 8.2. **Amendments.** Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in the office.
- 8.3. **Waiver.** If the IRRRB fails to enforce any provision of this grant contract, the failure does not waive the provision of IRRRB's right to enforce it.
- 8.4. **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the IRRRB and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## 9 Liability

The Grantee must indemnify, save, and hold the IRRRB, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the IRRRB, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the IRRRB's failure to fulfill its obligations under this grant contract.

## 10 State Audits

Under Minn. Stat. §16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the state and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## 11 Government Data Practices and Intellectual Property

The Grantee and IRRRB must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the IRRRB under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the IRRRB.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the IRRRB. The IRRRB will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

## 12 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered IRRRB employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the IRRRB's obligation or responsibility.

## 13 Publicity and Endorsement

- 13.1. **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the IRRRB as a supporting agency and must not be released without prior written approval from the IRRRB's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.
- 13.2. **Endorsement.** The Grantee must not claim that the IRRRB endorses its products or services.

**14 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**15 Termination**

15.1. *Termination by the IRRRB.* The IRRRB may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15.2. *Termination for Cause.* The IRRRB may immediately terminate this grant contract if the IRRRB finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The IRRRB may take action to protect the interests of the IRRRB, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**16 Data Disclosure**

Under Minn. Stat. §270.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

The records or reports resulting from the work under this grant may be released for public inspection, and both parties shall have the privilege of publishing the reports; providing that publications by either party shall contain a statement of the cooperative relations between the parties hereto.

**17 Additional Provisions**

Specifically, but without limitation, GRANTEE shall comply with and, to the extent required by law shall require its contractors and subcontractors performing work on the Project to comply with: Minnesota Statutes §181.59 (Non-discrimination); Minnesota Statutes §116J.871 and §177.43 (Prevailing Wages); Minnesota Statutes §574.26 (Payment and Performance Bonds); Minnesota Statutes §363A.36 (Certificate of Compliance for private entities); and Minnesota Statutes §116L.66 (Job Listings for grants of \$200,000 or more to any private entity), and the American's with Disabilities Act 42 U.S.C.A. Sect. 12101.

The grant is subject to the provisions in Minnesota Statutes §16B.97 and .98.

This document may be executed in counterparts. The parties may provide electronic signatures pursuant to the authority of Minn. Stat. Ch. 325L.

**\*The remainder of this page in intentionally left blank.**

IN WITNESS WHEREOF, the parties have caused this grant to be duly executed intending to be bound thereby.

APPROVED:

**1. IRRRB FISCAL AGENT:**

By: Electronically approved and signed by Bob  
Scuffy on 2/23/2016.

\_\_\_\_\_  
**BOB SCUFFY, JR.**

Title: **ACCOUNTING DIRECTOR**  
\_\_\_\_\_

**2. GRANTEE:**

(If a corporation, two corporate officers must execute).

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

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

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

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

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

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



IN WITNESS WHEREOF, the parties have caused this grant to be duly executed intending to be bound thereby.

APPROVED:

**3. STATE AGENCY OR DEPARTMENT:**

By:

\_\_\_\_\_  
**MARK PHILLIPS**

Title:

\_\_\_\_\_  
**COMMISSIONER**

Date:

\_\_\_\_\_

\_\_\_\_\_  
**-OR-**

By:

\_\_\_\_\_  
**MARY FINNEGAN**

Title:

\_\_\_\_\_  
**DEPUTY COMMISSIONER**

Date:

\_\_\_\_\_

IRON RANGE RESOURCES AND REHABILITATION BOARD  
OF THE STATE OF MINNESOTA

Resolution No.: FY96-005

WHEREAS, the Board is authorized and required under the provisions of Minnesota Statutes: Section 298.22, subdivision 2; Section 298.223, Subdivision 2; and Section 298.296, subdivision 2, to approve projects before any funds made available to the Commissioner under any such section (hereafter referred to as "IRRRB Funds") may be expended; and

WHEREAS, the Board met in open session on Friday, March 22, 1996, at Room 229, in the State Capitol Building, St. Paul, Minnesota, to consider the approval of various projects to be financed with IRRRB Funds, and at such meeting considered and discussed whether or under what circumstances wages should be paid to workers on IRRRB funded projects at rates which are consistent with the prevailing wage requirements for projects subject to Minnesota Statutes Sections 177.41 to 177.44;

WHEREAS, the Board on Monday, April 29, 1996, met in open session at the IRRRB Building at Eveleth, Minnesota, and further considered the matter of its policy on prevailing wages; and

WHEREAS, on the basis of such discussions and considerations the Board has determined that a policy statement regarding the payment of prevailing wages on IRRRB funded projects should be adopted so that it can be referred to and incorporated by reference as a condition of the Board's approval of specific projects which from time to time hereafter are submitted to it by the Commissioner for approval;

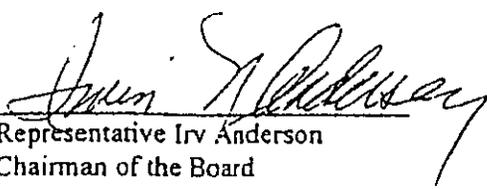
NOW, THEREFORE, BE IT RESOLVED that when the Board determines to invoke or apply a prevailing wage condition on a project, it intends that substantially the following language be inserted in the contract:

This Board's approval of funding for this project is subject to the further condition that the Grantee/Borrower must, before any IRRRB funds are paid or released, first certify to the commissioners of labor and industry and of Iron Range Resources and Rehabilitation that it will pay or require to be paid to all laborers, workers and mechanics performing work at the Project Site being financed in whole or in part with such IRRRB funds, wages at a rate not less than the prevailing wage rates as defined in Minnesota Statutes §177.42, subdivision 6, as amended. The term "Project Site" shall include not only the immediate physical location at which the improvements funded in whole or in part by these approved IRRRB funds are to be made, but also any other areas of substantially concurrent construction work within the same building or on the same or a connected parcel of land which is being done by the grantee/borrower or by a private business entity in association with the Grantee's/Borrower's project or in contractual reliance upon its being done.

BE IT FURTHER RESOLVED that this resolution may hereafter be referenced and referred to as "Resolution 96-005"

PASSED AND ADOPTED BY VOTE OF THE IRON RANGE RESOURCES AND REHABILITATION BOARD THIS 29th DAY OF APRIL, 1996

AYES: 11  
NAYS: 0  
ABSTENTIONS: 0  
ABSENT: 0

Signed:   
Representative Irv Anderson  
Chairman of the Board

# City of Grand Marais

## MEMO

TO: Mayor Arrowsmith-DeCoux  
City Council  
FROM: Michael J Roth, City Administrator  
DATE: April 8, 2016  
SUBJECT: New Part Time Library Clerk

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After a review of applications and interviews for the top candidates, staff recommend hiring Kristin Blomberg as the new part time Library Clerk.

## Upcoming Meeting Schedule

Updated April 8, 2016

### APRIL

Date/Time	Meeting	Location
Wednesday, April 13, 6:30 p.m.	City Council Meeting	Council Chambers
Wednesday, April 27, 6:30 p.m.	City Council Meeting	Council Chambers

### MAY

Date/Time	Meeting	Location
Wednesday, May 11, 6:30 p.m.	City Council Meeting	Council Chambers
Wednesday, May 25, 6:30 p.m.	City Council Meeting	Council Chambers