

AGENDA
CITY COUNCIL MEETING
September 29, 2021
6:30 P.M.

City Council Chambers (limited space) and GoogleMeet

- 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. 6:35 Planning Commission Report
-Resolution 2021-13 Wilkes Variance
- F. 6:50 Fire Department
-New Hire
-Benefit Study Authorization
- G. 7:00 Board Openings
- H. 7:15 Liquor License Renewal
- I. 7:20 Army Corps Grant Agreement—8th Ave Storm Water Pond Improvement
- J. 7:25 Council & Staff Reports
- K. Attached correspondence:
 - 1. Other Meeting Minutes
 - 2. Upcoming Meeting Schedule
- L. 7:45 Adjourn

Grand Marais Community Vision:

“Grand Marais is a thriving community that features locally-grown economic opportunity, housing that meets all family needs, and a wide array of educational opportunities.

Hallmarks of the Grand Marais way of life include active recreation on the North Shore, commitment to community, an ethos of creativity and innovation, and stewardship of the unique natural environment.”

USING THE COMMUNITY VISION PLAN

[The Grand Marais Community Vision Plan](#) is a roadmap to the future, a document of community voices and ideas, and a collective call to action. The vision, values, priorities, and ideas provide a framework for future planning - and serve as a jumping-off point for further discussion, brainstorming, and community investment. This vision plan seeks to inspire solutions and initiatives that will uphold the values of the Grand Marais community and realize an exciting, community-led vision for the future.

THE PURPOSE OF THE PLAN

See the Big Picture:

The Grand Marais Vision Plan presents a wide-angle view of the community, summarizing key assets, challenges, trends, and aspirations across a range of issues impacting the quality of life in the community. The Plan is a resource for residents, businesses, property owners, City staff, and other interested parties wishing to learn more about the community, its current conditions, and future direction.

Set a Course for the Future:

The Plan presents an exciting, community-led vision that describes how Grand Marais will look, feel, and function in the future. The vision is intended to be ambitious, but achievable - and rooted in the existing qualities, character, strengths, and assets of the Grand Marais community.

Guide Future Action + Decision-Making:

The plan establishes a framework of principles and goals for future planning and action. This framework serves as a guide for future decision-making and a jumping-off point for discussion, imagination, and action. Community members, City staff, and community leaders all have a role to play to realize the vision and priorities presented here.

THE PLANS DEVELOPMENT

The Grand Marais Community Vision Plan was developed through an eight-month, community-driven process, involving a range of community stakeholders - residents, businesses, property owners, and community leaders. Community members contributed their own ideas, concerns, and priorities to the development of the Plan through a hands-on community workshop and community survey.

Community input was supplemented by a comprehensive analysis of existing conditions that examined social and economic characteristics, housing, land use, parks, transportation, and other physical conditions. The vision, principles, and goals presented in the Plan represent an in-depth and collaborative effort to understand the forces shaping Grand Marais' future and establish a collective direction for the future.

GRAND MARAIS COMMUNITY GOALS

The following six community goals* are the product of a public process that solicited comments, input, and ideas from a broad cross-section of Grand Marais residents, businesses, and property owners. These goals define community priorities and provide high-level direction for future community action and decision-making.

Support and enhance local business.

Grand Marais is the hub of Cook County, known for locally-owned businesses and livable wages. Land-use and zoning decisions help ensure the long-term economic viability of the community.

Ensure access to affordable, lifecycle housing for all people.

The community is concerned about the growing expense of housing and access to a variety of housing types that can serve all people throughout their lives.

Invest in safe, people-friendly infrastructure that supports active living.

Infrastructure is aesthetically pleasing, enhances Grand Marais' historic character and is safe for people who use a variety of transportation modes.

Enhance the community's deep connection to the outdoors and active engagement with the environment.

Lake Superior and the surrounding area are to be protected and celebrated by the community and the City, to be preserved for active use today and for generations to come.

Encourage the expansion of sustainable energy uses.

Community members recognize the value of their unique natural environment. They value preservation, active use of the natural environment, and sustainability in all community practices.

Expand education for the mind, body, and soul.

Grand Marais treasures arts practices, advancing education in all forms, and opportunities for community education and community development.

*The Grand Marais Community Goals are extracted from [The Grand Marais Community Vision Plan](#) page 8.

CITY OF GRAND MARAIS
MEETING MINUTES
September 8, 2021

Mayor DeCoux called the meeting to order at 6:33 p.m.

Members present: Jay DeCoux, Craig Schulte, Michael Garry and Anton Moody
Members absent: None
Staff present: Mike Roth, Patrick Knight, Kim Dunsmoor and Chris Hood

Motion by Moody, seconded by Garry to approve the agenda; August 31, 2021, Minutes; and payment of bills. Approved unanimously.

Ben Peters, Security State Agency representing the League of MN Cities Insurance, discussed the property insurance renewal. This year's premium is a \$2,000 decrease from last year due to the way expenditures were calculated this year removing depreciation and transfers between funds. There is inflation of 2.25% and the experience modification improved by 2%. Each year the council decides if they will accept the municipal tort liability limit set by statute or increase tort coverage. To waive the limit would cost an additional \$4,888. Fireworks coverage is \$250 additional premium. Although, the City does not take possession of the fireworks, the City makes the payment and is reimbursed by the Lion's Club.

Motion by Garry, seconded by Moody not to waive the the municipal tort liability. Approved unanimously.

The Public Hearing for Ordinance 2021-01 was discussed. No members of the public were present and no comments were received. The Ordinance includes the zoning rules, statutes were updated, sections were renumbered and language was reviewed. The code is word searchable and on the website.

Motion by Moody, seconded by Garry to approve the 2nd Reading of Ordinance 2021-01 An Ordinance Enacting a Code of Ordinances for the City of Grand Marais, Minnesota, Revising, Amending, Restating, Codifying and Compiling Certain Existing General City Ordinances Dealing with Subjects Embraced in Such Code of Ordinances. Approved unanimously.

Motion by Garry, seconded by Schulte to approve the Summary Publication of City of Grand Marais Ordinance No. 2021-01. Approved unanimously.

The City of Grand Marais received two applications for City Councilor to fill the City Council Vacancy: Tracy Benson and Tina Krauz.

Motion by Craig, seconded by Garry to approve City of Grand Marais City Council Resolution 2021-11 A Resolution appointing Tracy Benson to Fill Vacancy on the City Council. Approved unanimously.

There are vacancies on the Public Utilities Commission, Planning Commission and Park Board.

The budget has been prepared with some flexibility for future decisions. The Preliminary Levy is set at a maximum amount that can be reduced by the Final Levy.

Motion by Moody, seconded by Garry to approve Resolution 2021-12 Approving Preliminary 2021 Tax Levy, Collectible in 2022 of \$1,049,962.64. Approved unanimously.

The Preliminary Levy of \$1,049,962.64 is an increase of 5.96%. The City will continue to work on the budget with a goal to reduce the preliminary levy.

Councilor Schulte's Report:

- 1) The PUC had a short meeting and approved adding an Lineman Apprentice.
- 2) The Golf Course had increased revenues over last year and the rain has been beneficial. They are starting fall aeration and getting ready for winter.
- 3) The Park revenues are up 20% over last year and a strong finish is expected. People have had good things to say about the park, even though it has been busy.
- 4) The Marina has been more active this year and is 40% increase in revenues over last year.
- 5) The concrete is finished at the new boat launch. KGM received the bid for the ramp and parking lot. They may start prepping the land this fall.
- 6) We are looking for a Park Board member.
- 7) CJ Fernandez presented the Landing designs. The new numbers are about \$37,000 more than the planned \$250,000.

Councilor Garry's Report:

- 1) The Library Board met: things are going well.

There being no further business, the meeting adjourned at 7:20 p.m.



CITY OF GRAND MARAIS

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Payments

City of Grand Marais

Current Period: August 2021

Payments Batch 9-10-21 APP

\$181,902.82

Refer	82419 <i>FURTHER</i>	<u>Ck# 005382E 9/10/2021</u>	
Cash Payment	G 101-21713 H.S.A. /FSA		\$562.00
Invoice	091021 9/10/2021		
Cash Payment	G 101-21706 Health Insurance		\$2,008.37
Invoice	091021 9/10/2021		
Transaction Date	9/7/2021	MAIN CHECKING G 10100	Total \$2,570.37
Refer	82420 <i>EMPOWER</i>	<u>Ck# 005383E 9/10/2021</u>	
Cash Payment	G 101-21720 MN State Retirement DeferC		\$1,075.00
Invoice	932705066 9/10/2021		
Transaction Date	9/7/2021	MAIN CHECKING G 10100	Total \$1,075.00
Refer	82421 <i>MN DEPT OF REVENUE-EFTPS</i>	<u>Ck# 005384E 9/10/2021</u>	
Cash Payment	G 101-21702 State Withholding		\$2,677.77
Invoice	0-866-038-944 9/10/2021		
Transaction Date	9/7/2021	MAIN CHECKING G 10100	Total \$2,677.77
Refer	82422 <i>PERA</i>	<u>Ck# 005385E 9/10/2021</u>	
Cash Payment	G 101-21704 PERA		\$7,885.37
Invoice	619363 9/10/2021		
Transaction Date	9/7/2021	MAIN CHECKING G 10100	Total \$7,885.37
Refer	82423 <i>THRIVENT FINANCIAL FOR LUTHE</i>		
Cash Payment	G 101-21714 Thrivent Financial		\$100.00
Invoice	C2763539 9/10/2021		
Transaction Date	9/7/2021	MAIN CHECKING G 10100	Total \$100.00
Refer	82424 <i>DEPT OT THE TREASURY IRS</i>	<u>Ck# 005386E 9/10/2021</u>	
Cash Payment	G 101-21703 FICA Tax Withholding		\$8,046.08
Invoice	50393357 9/10/2021		
Cash Payment	G 101-21717 Medicare		\$1,881.80
Invoice	50393357 9/10/2021		
Cash Payment	G 101-21701 Federal Withholding		\$5,393.64
Invoice	50393357 9/10/2021		
Transaction Date	9/7/2021	MAIN CHECKING G 10100	Total \$15,321.52
Refer	82425 <i>MN DEPT OF REVENUE-EFTPS</i>	<u>Ck# 005387E 9/8/2021</u>	
Cash Payment	G 101-20800 Taxes Due (State MN)		\$15,494.00
Invoice	0-347-394-464 8/31/2021		
Cash Payment	G 609-20800 Taxes Due (State MN)		\$30,327.00
Invoice	0-347-394-464 8/31/2021		
Cash Payment	G 101-20800 Taxes Due (State MN)		\$2,963.00
Invoice	0-347-394-464 8/31/2021		
Cash Payment	G 211-20800 Taxes Due (State MN)		\$32.00
Invoice	0-347-394-464 8/31/2021		
Cash Payment	G 601-20800 Taxes Due (State MN)		\$1,303.00
Invoice	0-347-394-464 8/31/2021		
Cash Payment	G 604-20800 Taxes Due (State MN)		\$13,424.00
Invoice	0-347-394-464 8/31/2021		
Transaction Date	9/8/2021	MAIN CHECKING G 10100	Total \$63,543.00
Refer	82426 <i>COOK COUNTY AUDITOR-TREASU</i>		



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Payments

City of Grand Marais

Current Period: August 2021

Cash Payment	G 101-20800 Taxes Due (State MN)				\$7,277.91
Invoice Aug 21 Lodg Tax 8/31/2021					
Transaction Date	9/8/2021	MAIN CHECKING G	10100	Total	\$7,277.91
Refer	82427 <i>BERNICKS</i>	-			
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa				\$122.75
Invoice 797158 8/26/2021					
Cash Payment	E 609-49750-252 Beer For Resale				\$11,653.25
Invoice 798041 9/2/2021					
Cash Payment	E 609-49750-252 Beer For Resale				\$510.80
Invoice 799148 9/9/2021					
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa				\$19.75
Invoice 799146 9/9/2021					
Cash Payment	E 609-49750-252 Beer For Resale				\$12,764.83
Invoice 799147 9/9/2021					
Transaction Date	9/10/2021	MAIN CHECKING G	10100	Total	\$25,071.38
Refer	82428 <i>BOURGET IMPORTS, LLC</i>	-			
Cash Payment	E 609-49750-251 Liquor For Resale				\$1,348.00
Invoice 180406 8/26/2021					
Cash Payment	E 609-49750-333 Freight and Express				\$45.00
Invoice 180406 8/26/2021					
Transaction Date	9/10/2021	MAIN CHECKING G	10100	Total	\$1,393.00
Refer	82429 <i>THE WINE COMPANY</i>	-			
Cash Payment	E 609-49750-251 Liquor For Resale				\$3,124.00
Invoice 181409 8/24/2021					
Cash Payment	E 609-49750-333 Freight and Express				\$155.00
Invoice 181409 8/24/2021					
Transaction Date	9/10/2021	MAIN CHECKING G	10100	Total	\$3,279.00
Refer	82430 <i>VOYAGEUR BREWING COMPANY</i>	-			
Cash Payment	E 609-49750-252 Beer For Resale				\$1,235.00
Invoice 4068 9/2/2021					
Cash Payment	E 609-49750-252 Beer For Resale				\$470.00
Invoice 4094 9/9/2021					
Transaction Date	9/10/2021	MAIN CHECKING G	10100	Total	\$1,705.00
Refer	82431 <i>URSA MINOR BREWING</i>	-			
Cash Payment	E 609-49750-252 Beer For Resale				\$516.60
Invoice 2484 9/1/2021					
Cash Payment	E 609-49750-252 Beer For Resale				\$410.50
Invoice 2528 9/8/2021					
Transaction Date	9/10/2021	MAIN CHECKING G	10100	Total	\$927.10
Refer	82432 <i>VINOCOPIA</i>	-			
Cash Payment	E 609-49750-251 Liquor For Resale				\$2,594.75
Invoice 0286207-IN 9/7/2021					
Cash Payment	E 609-49750-333 Freight and Express				\$28.50
Invoice 0286207-IN 9/7/2021					
Transaction Date	9/10/2021	MAIN CHECKING G	10100	Total	\$2,623.25
Refer	82433 <i>BREAKTHRU BEVERAGE</i>	-			



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City of Grand Marais

Current Period: August 2021

Cash Payment	E 609-49750-251 Liquor For Resale				\$2,693.20
Invoice	340932133	9/7/2021			
Cash Payment	E 609-49750-333 Freight and Express				\$54.27
Invoice	340932133	9/7/2021			
Transaction Date	9/10/2021	MAIN CHECKING G	10100	Total	\$2,747.47
Refer	82434 SOUTHERN GLAZER S OF MN	-			
Cash Payment	E 609-49750-251 Liquor For Resale				\$3,134.72
Invoice	2123298	9/8/2021			
Cash Payment	E 609-49750-333 Freight and Express				\$49.20
Invoice	2123298	9/8/2021			
Cash Payment	E 609-49750-251 Liquor For Resale				\$146.95
Invoice	2121204	9/1/2021			
Cash Payment	E 609-49750-333 Freight and Express				\$2.05
Invoice	2121204	9/1/2021			
Cash Payment	E 609-49750-251 Liquor For Resale				\$4,541.59
Invoice	2121203	9/1/2021			
Cash Payment	E 609-49750-333 Freight and Express				\$94.30
Invoice	2121203	9/1/2021			
Transaction Date	9/10/2021	MAIN CHECKING G	10100	Total	\$7,968.81
Refer	82435 SUPERIOR BEVERAGES LLC	-			
Cash Payment	E 609-49750-252 Beer For Resale				\$2,773.45
Invoice	20004994	9/8/2021			
Cash Payment	E 609-49750-252 Beer For Resale				\$512.00
Invoice	20004605	9/1/2021			
Cash Payment	E 609-49750-252 Beer For Resale				\$5,917.85
Invoice	20004606	9/1/2021			
Transaction Date	9/10/2021	MAIN CHECKING G	10100	Total	\$9,203.30
Refer	82436 THE AMERICAN BOTTLING COMP	-			
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa				\$222.43
Invoice	3313616430	9/9/2021			
Transaction Date	9/10/2021	MAIN CHECKING G	10100	Total	\$222.43
Refer	82437 COCA-COLA REFRESHMENTS	-			
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa				\$228.75
Invoice	2754520	9/1/2021			
Transaction Date	9/10/2021	MAIN CHECKING G	10100	Total	\$228.75
Refer	82438 ARTISAN BEER COMPANY	-			
Cash Payment	E 609-49750-252 Beer For Resale				\$372.40
Invoice	3494099	9/2/2021			
Transaction Date	9/10/2021	MAIN CHECKING G	10100	Total	\$372.40
Refer	82439 JOHNSON BROTHERS LIQUOR	-			
Cash Payment	E 609-49750-251 Liquor For Resale				\$2,764.64
Invoice	1879868	9/2/2021			
Cash Payment	E 609-49750-333 Freight and Express				\$58.86
Invoice	1879868	9/2/2021			
Transaction Date	9/10/2021	MAIN CHECKING G	10100	Total	\$2,823.50
Refer	82440 PHILLIPS WINE & SPIRITS	-			



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Current Period: August 2021

Cash Payment	E 609-49750-251 Liquor For Resale				\$3,872.14
Invoice	6264461	9/2/2021			
Cash Payment	E 609-49750-333 Freight and Express				\$98.59
Invoice	6264461	9/2/2021			
Transaction Date	9/10/2021	MAIN CHECKING G	10100	Total	\$3,970.73
Refer	82441	MN PEIP	-		
Cash Payment	G 101-21706 Health Insurance				\$18,915.76
Invoice	1118938	9/10/2021			
Transaction Date	9/10/2021	MAIN CHECKING G	10100	Total	\$18,915.76

Fund Summary

	10100 MAIN CHECKING GMSB
101 GENERAL FUND	\$74,280.70
211 LIBRARY	\$32.00
601 WATER	\$1,303.00
604 ELECTRIC	\$13,424.00
609 MUNICIPAL LIQUOR FUND	\$92,863.12
	<u>\$181,902.82</u>

Pre-Written Checks	\$93,073.03
Checks to be Generated by the Computer	\$88,829.79
Total	\$181,902.82



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Payments

City of Grand Marais

Current Period: September 2021

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\$133,827.47

Refer	82454 PERA	Ck# 005395E 9/24/2021	
Cash Payment	G 101-21704 PERA		\$7,985.57
Invoice	621087 9/24/2021		
Transaction Date	9/20/2021	MAIN CHECKING G 10100	Total \$7,985.57
Refer	82455 EMPOWER	Ck# 005396E 9/24/2021	
Cash Payment	G 101-21720 MN State Retirement DeferC		\$1,075.00
Invoice	935388774 9/24/2021		
Transaction Date	9/20/2021	MAIN CHECKING G 10100	Total \$1,075.00
Refer	82456 FURTHER	Ck# 005397E 9/23/2021	
Cash Payment	G 101-21713 H.S.A. /FSA		\$562.00
Invoice	092421 9/24/2021		
Transaction Date	9/20/2021	MAIN CHECKING G 10100	Total \$562.00
Refer	82457 DEPT OT THE TREASURY IRS	Ck# 005398E 9/24/2021	
Cash Payment	G 101-21703 FICA Tax Withholding		\$7,839.36
Invoice	60031587 9/24/2021		
Cash Payment	G 101-21717 Medicare		\$1,833.42
Invoice	60031587 9/24/2021		
Cash Payment	G 101-21701 Federal Withholding		\$5,203.54
Invoice	60031587 9/24/2021		
Transaction Date	9/20/2021	MAIN CHECKING G 10100	Total \$14,876.32
Refer	82458 MN DEPT OF REVENUE-EFTPS	Ck# 005399E 9/24/2021	
Cash Payment	G 101-21702 State Withholding		\$2,547.47
Invoice	1-687-817-376 9/24/2021		
Transaction Date	9/20/2021	MAIN CHECKING G 10100	Total \$2,547.47
Refer	82459 AFSCME	-	
Cash Payment	G 101-21711 AFSCME PEOPLE Dues		\$16.00
Invoice	Sep 21 9/30/2021		
Cash Payment	G 101-21712 AFSME Union Dues		\$638.21
Invoice	Sep 21 9/30/2021		
Transaction Date	9/20/2021	MAIN CHECKING G 10100	Total \$654.21
Refer	82460 THRIVENT FINANCIAL FOR LUTHE	-	
Cash Payment	G 101-21714 Thrivent Financial		\$100.00
Invoice	C2763539 9/24/2021		
Transaction Date	9/20/2021	MAIN CHECKING G 10100	Total \$100.00
Refer	82461 VISA	Ck# 005400E 9/23/2021	
Cash Payment	E 604-49570-221 Equipment Parts/Building		\$640.00
Invoice	0224 9/2/2021		
Cash Payment	E 604-49590-330 Transportation/School		\$128.24
Invoice	0224 9/2/2021		
Transaction Date	9/20/2021	MAIN CHECKING G 10100	Total \$768.24
Refer	82462 FURTHER	Ck# 005401E 9/21/2021	
Cash Payment	E 101-45125-131 Employer Paid Health		\$55.00
Invoice	39958316 9/12/2021		



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City of Grand Marais

Current Period: September 2021

Cash Payment	E 602-49480-131 Employer Paid Health			\$43.39
Invoice	39958316	9/12/2021		
Transaction Date	9/21/2021	MAIN CHECKING G	10100	Total \$98.39
Refer	82463 FURTHER		Ck# 005402E 9/20/2021	
Cash Payment	E 101-41900-310 Service Agreements			\$80.95
Invoice	15819128	9/8/2021		
Transaction Date	9/21/2021	MAIN CHECKING G	10100	Total \$80.95
Refer	82464 VISA		Ck# 005403E 9/23/2021	
Cash Payment	E 211-45500-436 Membership Dues		American Library Assoc	\$112.00
Invoice	0680	9/2/2021		
Cash Payment	E 101-45125-310 Service Agreements		Lightspeed	\$89.25
Invoice	0680	9/2/2021		
Cash Payment	E 101-41400-350 Publishing		Mailchimp	\$9.99
Invoice	0680	9/2/2021		
Transaction Date	9/22/2021	MAIN CHECKING G	10100	Total \$211.24
Refer	82466 LAKESHORE ICE		-	
Cash Payment	E 609-49750-259 Other For Resale			\$304.40
Invoice	06-102929	7/27/2021		
Cash Payment	E 609-49750-259 Other For Resale			\$303.80
Invoice	05-103428	9/14/2021		
Cash Payment	E 609-49750-259 Other For Resale			\$172.00
Invoice	05-103367	8/31/2021		
Cash Payment	E 609-49750-259 Other For Resale			\$377.20
Invoice	05-103348	8/25/2021		
Cash Payment	E 609-49750-259 Other For Resale			\$132.00
Invoice	05-103296	8/18/2021		
Cash Payment	E 609-49750-259 Other For Resale			\$287.20
Invoice	05-103268	8/13/2021		
Cash Payment	E 609-49750-259 Other For Resale			\$334.80
Invoice	05-103251	8/10/2021		
Cash Payment	E 609-49750-259 Other For Resale			\$428.00
Invoice	05-103226	8/3/2021		
Cash Payment	E 609-49750-259 Other For Resale			\$328.40
Invoice	05-103150	7/20/2021		
Cash Payment	E 609-49750-259 Other For Resale			\$245.40
Invoice	05-103071	7/5/2021		
Cash Payment	E 609-49750-259 Other For Resale			\$241.20
Invoice	05-103012	6/21/2021		
Cash Payment	E 609-49750-259 Other For Resale			\$334.60
Invoice	02-105379	7/13/2021		
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total \$3,489.00
Refer	82467 SOUTHERN GLAZER S OF MN		-	
Cash Payment	E 609-49750-251 Liquor For Resale			\$6,531.86
Invoice	2125516	9/15/2021		
Cash Payment	E 609-49750-333 Freight and Express			\$149.65
Invoice	2125516	9/15/2021		
Cash Payment	E 609-49750-251 Liquor For Resale			\$5,533.41
Invoice	2127739	9/22/2021		



Payments

City of Grand Marais

Current Period: September 2021

Cash Payment	E 609-49750-333 Freight and Express				\$106.94
Invoice	2127739	9/22/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$12,321.86
Refer	82468	<i>SUPERIOR BEVERAGES LLC</i>	-		
Cash Payment	E 609-49750-252 Beer For Resale				\$2,090.55
Invoice	20005432	9/15/2021			
Cash Payment	E 101-45125-252 Beer For Resale				\$80.80
Invoice	20004999	9/8/2021			
Cash Payment	E 609-49750-252 Beer For Resale				\$8,297.30
Invoice	20005824	9/22/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$10,468.65
Refer	82469	<i>COCA-COLA REFRESHMENTS</i>	-		
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa				\$208.90
Invoice	2766438	9/15/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$208.90
Refer	82470	<i>VOYAGEUR BREWING COMPANY</i>	-		
Cash Payment	E 609-49750-252 Beer For Resale				\$1,235.00
Invoice	4119	9/16/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$1,235.00
Refer	82471	<i>URSA MINOR BREWING</i>	-		
Cash Payment	E 609-49750-252 Beer For Resale				\$506.90
Invoice	2558	9/15/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$506.90
Refer	82472	<i>BREAKTHRU BEVERAGE</i>	-		
Cash Payment	E 609-49750-251 Liquor For Resale				\$8,132.90
Invoice	341100761	9/21/2021			
Cash Payment	E 609-49750-333 Freight and Express				\$105.76
Invoice	341100761	9/21/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$8,238.66
Refer	82473	<i>BERNICKS</i>	-		
Cash Payment	E 609-49750-252 Beer For Resale				\$14,906.37
Invoice	801110	9/23/2021			
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa				\$38.00
Invoice	800203	9/16/2021			
Cash Payment	E 609-49750-252 Beer For Resale				\$0.04
Invoice	800204	9/16/2021			
Cash Payment	E 609-49750-252 Beer For Resale				\$8,695.15
Invoice	800205	9/16/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$23,639.56
Refer	82474	<i>WINE MERCHANTS</i>	-		
Cash Payment	E 609-49750-333 Freight and Express				\$1.28
Invoice	7347798	9/23/2021			
Cash Payment	E 609-49750-251 Liquor For Resale				\$4,139.35
Invoice	7347792	9/23/2021			
Cash Payment	E 609-49750-333 Freight and Express				\$95.26
Invoice	7347792	9/23/2021			



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Cash Payment	E 609-49750-251 Liquor For Resale			\$344.00
Invoice	7346856	9/16/2021		
Cash Payment	E 609-49750-333 Freight and Express			\$7.68
Invoice	7346856	9/16/2021		
Cash Payment	E 609-49750-251 Liquor For Resale			\$104.00
Invoice	7345927	9/10/2021		
Cash Payment	E 609-49750-333 Freight and Express			\$2.56
Invoice	7345927	9/10/2021		
Cash Payment	E 609-49750-251 Liquor For Resale			\$1,916.00
Invoice	7345920	9/10/2021		
Cash Payment	E 609-49750-333 Freight and Express			\$43.52
Invoice	7345920	9/10/2021		
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total \$6,653.65
Refer	82475 ARTISAN BEER COMPANY	-		
Cash Payment	E 609-49750-252 Beer For Resale			\$689.00
Invoice	3497836	9/23/2021		
Cash Payment	E 609-49750-252 Beer For Resale			\$315.20
Invoice	3496619	9/16/2021		
Cash Payment	E 609-49750-252 Beer For Resale			\$107.00
Invoice	3495681	9/10/2021		
Cash Payment	E 609-49750-252 Beer For Resale			\$532.40
Invoice	3495682	9/10/2021		
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total \$1,643.60
Refer	82476 JOHNSON BROTHERS LIQUOR	-		
Cash Payment	E 609-49750-251 Liquor For Resale			\$182.65
Invoice	1894244	9/23/2021		
Cash Payment	E 609-49750-333 Freight and Express			\$3.83
Invoice	1894244	9/23/2021		
Cash Payment	E 609-49750-251 Liquor For Resale			\$5,716.49
Invoice	1894219	9/23/2021		
Cash Payment	E 609-49750-333 Freight and Express			\$167.13
Invoice	1894219	9/23/2021		
Cash Payment	E 609-49750-251 Liquor For Resale			\$3,909.31
Invoice	1889420	9/16/2021		
Cash Payment	E 609-49750-333 Freight and Express			\$76.88
Invoice	1889420	9/16/2021		
Cash Payment	E 609-49750-251 Liquor For Resale			\$7,465.50
Invoice	1884680	9/10/2021		
Cash Payment	E 609-49750-333 Freight and Express			\$226.56
Invoice	1884680	9/10/2021		
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total \$17,748.35
Refer	82477 PHILLIPS WINE & SPIRITS	-		
Cash Payment	E 609-49750-251 Liquor For Resale			\$731.00
Invoice	6275541	9/23/2021		
Cash Payment	E 609-49750-333 Freight and Express			\$19.20
Invoice	6275541	9/23/2021		
Cash Payment	E 609-49750-251 Liquor For Resale			\$9,939.17
Invoice	6275518	9/23/2021		



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Cash Payment	E 609-49750-333 Freight and Express	\$214.88
Invoice	6275518 9/23/2021	
Cash Payment	E 609-49750-251 Liquor For Resale	\$4,212.70
Invoice	6271836 9/16/2021	
Cash Payment	E 609-49750-333 Freight and Express	\$102.38
Invoice	6271836 9/16/2021	
Cash Payment	E 609-49750-251 Liquor For Resale	\$3,419.10
Invoice	6268227 9/10/2021	
Cash Payment	E 609-49750-333 Freight and Express	\$75.52
Invoice	6268227 9/10/2021	
Transaction Date	9/24/2021	
	MAIN CHECKING G 10100	
	Total	\$18,713.95

Fund Summary

	10100 MAIN CHECKING GMSB
101 GENERAL FUND	\$28,116.56
211 LIBRARY	\$112.00
602 SEWER	\$43.39
604 ELECTRIC	\$768.24
609 MUNICIPAL LIQUOR FUND	\$104,787.28
	<u>\$133,827.47</u>

Pre-Written Checks	\$28,205.18
Checks to be Generated by the Computer	\$105,622.29
Total	<u>\$133,827.47</u>



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\$227,997.72

Refer	82465	WEX BANK		Ck# 005404E 9/23/2021	
Cash Payment	E 101-43100-212	Motor Fuels			\$49.26
Invoice	74044704	9/15/2021			
Cash Payment	E 604-49570-212	Motor Fuels			\$49.26
Invoice	74044704	9/15/2021			
Cash Payment	E 101-45100-212	Motor Fuels			\$14.08
Invoice	74044704	9/15/2021			
Cash Payment	E 601-49440-212	Motor Fuels			\$14.08
Invoice	74044704	9/15/2021			
Cash Payment	E 602-49490-212	Motor Fuels			\$14.07
Invoice	74044704	9/15/2021			
Cash Payment	E 101-45100-212	Motor Fuels			\$265.88
Invoice	74029159	9/15/2021			
Cash Payment	E 101-45125-212	Motor Fuels			\$403.43
Invoice	74038995	9/15/2021			
Cash Payment	E 101-42200-212	Motor Fuels			\$243.70
Invoice	74038994	9/15/2021			
Cash Payment	E 604-49570-212	Motor Fuels			\$239.09
Invoice	74042218	9/15/2021			
Cash Payment	E 101-43100-212	Motor Fuels			\$418.00
Invoice	74056272	9/15/2021			
Cash Payment	E 601-49440-212	Motor Fuels			\$92.20
Invoice	74033943	9/15/2021			
Cash Payment	E 602-49490-212	Motor Fuels			\$92.19
Invoice	74033943	9/15/2021			
Transaction Date	9/22/2021		MAIN CHECKING G 10100	Total	\$1,895.24
Refer	82478	AUNE FERNANDEZ LANDSCAPE A			
Cash Payment	E 101-45100-522	Capital Outlay (Construct			\$2,220.00
Invoice	2	8/16/2021			
Transaction Date	9/24/2021		MAIN CHECKING G 10100	Total	\$2,220.00
Refer	82479	SMMPA		Ck# 005405E 9/27/2021	
Cash Payment	E 604-49560-388	Purchase Power			\$126,524.88
Invoice	INV348	8/31/2021			
Transaction Date	9/24/2021		MAIN CHECKING G 10100	Total	\$126,524.88
Refer	82480	EDWIN E. THORESON, INC.			
Cash Payment	E 101-43100-224	Street Maint Materials			\$273.75
Invoice	28715	8/31/2021			
Cash Payment	E 601-49430-220	Repair/Maint Supply (GE			\$273.75
Invoice	28715	8/31/2021			
Cash Payment	E 101-41942-220	Repair/Maint Supply (GE			\$1,450.00
Invoice	28755	9/13/2021			
Transaction Date	9/24/2021		MAIN CHECKING G 10100	Total	\$1,997.50
Refer	82481	COOK COUNTY HOME CENTER			
Cash Payment	E 604-49570-210	Operating Supplies (GEN			\$58.92
Invoice	2088	8/31/2021			



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Cash Payment	E 601-49430-210 Operating Supplies (GEN				\$31.95
Invoice 1160	8/31/2021				
Cash Payment	E 101-41942-220 Repair/Maint Supply (GE				\$3.65
Invoice 1848	8/31/2021				
Cash Payment	E 101-41942-220 Repair/Maint Supply (GE				\$87.02
Invoice 3125	8/31/2021				
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE				\$49.49
Invoice 1712	8/31/2021				
Cash Payment	E 101-45125-211 Operating Supplies				\$42.92
Invoice 9988	8/31/2021				
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$273.95
Refer	82482	<i>BUCK S HARDWARE HANK</i>		-	
Cash Payment	E 101-42200-210 Operating Supplies (GEN				\$10.32
Invoice 9088	8/31/2021				
Cash Payment	E 101-43100-220 Repair/Maint Supply (GE				\$26.52
Invoice 3125	8/31/2021				
Cash Payment	E 101-41940-220 Repair/Maint Supply (GE				\$97.37
Invoice 1848	8/31/2021				
Cash Payment	E 609-49750-210 Operating Supplies (GEN				\$73.47
Invoice 1630	8/31/2021				
Cash Payment	E 602-49480-300 Professional Srvs (GENE				\$77.43
Invoice 1160	8/31/2021				
Cash Payment	E 601-49430-210 Operating Supplies (GEN				\$122.80
Invoice 1160	8/31/2021				
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$407.91
Refer	82483	<i>US POSTMASTER</i>		-	
Cash Payment	E 609-49750-433 Dues and Subscriptions	BOX 391			\$70.00
Invoice ANNUAL RENE	9/1/2021				
Cash Payment	E 101-45100-200 Office Supplies (GENER	BOX 820			\$160.00
Invoice ANNUAL RENE	9/1/2021				
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$230.00
Refer	82484	<i>TWIN PORTS PAPER & SUPPLY IN</i>		-	
Cash Payment	E 609-49750-210 Operating Supplies (GEN				\$109.81
Invoice 494049	9/7/2021				
Cash Payment	E 101-45100-210 Operating Supplies (GEN				\$734.20
Invoice 495584	9/21/2021				
Cash Payment	E 101-45100-210 Operating Supplies (GEN				\$54.60
Invoice 492746	9/1/2021				
Cash Payment	E 101-45100-210 Operating Supplies (GEN				\$480.09
Invoice 494050	9/7/2021				
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$1,378.70
Refer	82485	<i>NATIONAL PEN</i>		-	
Cash Payment	E 609-49750-340 Advertising				\$224.27
Invoice 112198637	9/1/2021				
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$224.27
Refer	82486	<i>LEAGUE OF MN CITIES - FINANCE</i>		-	
Cash Payment	E 101-41400-436 Membership Dues				\$1,629.00
Invoice 347789	9/1/2021				



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Current Period: September 2021

Transaction Date	9/24/2021	MAIN CHECKING G 10100	Total	\$1,629.00
Refer	82487 MINNESOTA MAYORS ASSOCIATI	-		
Cash Payment	E 101-41110-430 Miscellaneous (GENERA			\$30.00
Invoice	ANNUAL DUES 9/1/2021			
Transaction Date	9/24/2021	MAIN CHECKING G 10100	Total	\$30.00
Refer	82488 NEON LINK	-		
Cash Payment	E 604-49590-310 Service Agreements			\$444.01
Invoice	2096 9/4/2021			
Cash Payment	E 601-49440-310 Service Agreements			\$124.88
Invoice	2096 9/4/2021			
Cash Payment	E 602-49490-310 Service Agreements			\$124.88
Invoice	2096 9/4/2021			
Cash Payment	E 604-49590-390 Conservation Improveme			\$117.36
Invoice	2109 9/17/2021			
Transaction Date	9/24/2021	MAIN CHECKING G 10100	Total	\$811.13
Refer	82489 PSN	Ck# 005406E 9/2/2021		
Cash Payment	E 604-49590-432 Credit Card Charges			\$468.45
Invoice	245094 9/2/2021			
Cash Payment	E 601-49440-432 Credit Card Charges			\$131.76
Invoice	245094 9/2/2021			
Cash Payment	E 602-49490-432 Credit Card Charges			\$131.75
Invoice	245094 9/2/2021			
Transaction Date	9/24/2021	MAIN CHECKING G 10100	Total	\$731.96
Refer	82490 TWIN CITY VOIP INC	-		
Cash Payment	E 609-49750-321 Telephone			\$58.50
Invoice	48923 9/1/2021			
Transaction Date	9/24/2021	MAIN CHECKING G 10100	Total	\$58.50
Refer	82491 NORTH SHORE WASTE	-		
Cash Payment	E 101-43100-384 Refuse/Garbage Disposa			\$422.70
Invoice	78667 8/31/2021			
Cash Payment	E 101-41940-384 Refuse/Garbage Disposa			\$234.00
Invoice	78641 8/31/2021			
Cash Payment	E 602-49480-384 Refuse/Garbage Disposa			\$105.30
Invoice	78665 8/31/2021			
Cash Payment	E 101-45184-384 Refuse/Garbage Disposa			\$500.00
Invoice	78653 8/31/2021			
Cash Payment	E 101-45100-384 Refuse/Garbage Disposa			\$1,510.06
Invoice	78653 8/31/2021			
Cash Payment	E 101-45125-384 Refuse/Garbage Disposa			\$97.99
Invoice	78769 8/31/2021			
Transaction Date	9/24/2021	MAIN CHECKING G 10100	Total	\$2,870.05
Refer	82492 LINDENMEYR MONROE	-		
Cash Payment	E 101-43100-384 Refuse/Garbage Disposa			\$855.00
Invoice	99186550 RI 8/30/2021			
Transaction Date	9/24/2021	MAIN CHECKING G 10100	Total	\$855.00
Refer	82493 GOV OFFICE	-		



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Cash Payment	E 101-41900-310 Service Agreements				\$660.00
Invoice	INV214450	8/20/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$660.00
Refer	82494	MN DEPT OF COMMERCE	-		
Cash Payment	E 604-49590-390 Conservation Improveme				\$549.38
Invoice	1000046620	9/1/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$549.38
Refer	82495	MINNESOTA LIFE	-		
Cash Payment	G 101-21716 MN Mutual Life				\$328.35
Invoice	0028722	9/24/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$328.35
Refer	82496	GRAND MARAIS LIONS CLUB	-		
Cash Payment	E 609-49750-340 Advertising				\$1,200.00
Invoice	47	8/23/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$1,200.00
Refer	82497	SHANE STEELE	-		
Cash Payment	E 101-41900-465 Climate Action Plan				\$1,775.00
Invoice	26	9/2/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$1,775.00
Refer	82498	HACH COMPANY	-		
Cash Payment	E 602-49480-580 Capital Outlay (Equipme				\$6,521.00
Invoice	12620642	8/31/2021			
Cash Payment	E 601-49420-210 Operating Supplies (GEN				\$315.10
Invoice	12620719	8/31/2021			
Cash Payment	E 601-49420-210 Operating Supplies (GEN				\$130.80
Invoice	12636072	9/10/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$6,966.90
Refer	82499	UTILITY CONSULTANTS, INC	-		
Cash Payment	E 602-49480-300 Professional Srvs (GENE				\$1,157.67
Invoice	109803	9/2/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$1,157.67
Refer	82500	WESTERN LAKE SUPERIOR SANIT	-		
Cash Payment	E 602-49480-317 Contracted Services				\$1,748.90
Invoice	7810	9/3/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$1,748.90
Refer	82501	LOCATORS & SUPPLIES, INC	-		
Cash Payment	E 604-49570-210 Operating Supplies (GEN				\$192.83
Invoice	0295164-IN	9/9/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$192.83
Refer	82502	CARLSON, RODNEY	-		
Cash Payment	E 101-43100-430 Miscellaneous (GENERA BOOTS				\$250.00
Invoice	REIMBURSEME	9/11/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$250.00
Refer	82503	EMILY STOVER	-		



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Cash Payment	E 101-41900-471 ARAC Grant				\$1,000.00
Invoice 003	8/19/2021				
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$1,000.00
Refer	82504 <i>FLAHERTY & HOOD, P.A.</i>	-			
Cash Payment	E 101-41610-304 Attorney(Civil)				\$33.75
Invoice 16629	9/3/2021				
Cash Payment	E 101-41610-304 Attorney(Civil)				\$450.00
Invoice 16602	9/7/2021				
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$483.75
Refer	82505 <i>FERGUSON WATERWORKS#2518</i>	-			
Cash Payment	E 601-49430-220 Repair/Maint Supply (GE)				\$285.55
Invoice 0481851	9/2/2021				
Cash Payment	E 601-49430-220 Repair/Maint Supply (GE)				\$212.80
Invoice 0481879	9/2/2021				
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$498.35
Refer	82506 <i>CENTURYLINK</i>	-			
Cash Payment	E 601-49440-321 Telephone				\$69.36
Invoice 218 D24-1002	9/1/2021				
Cash Payment	E 601-49440-321 Telephone				\$69.36
Invoice 218 D24-1001	9/1/2021				
Cash Payment	E 601-49440-321 Telephone				\$60.44
Invoice 218 387-1788	9/1/2021				
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$199.16
Refer	82507 <i>TOSHIBA BUSINESS SOLUTIONS</i>	-			
Cash Payment	E 101-41400-200 Office Supplies (GENER)				\$20.95
Invoice 5607134	9/7/2021				
Cash Payment	E 604-49590-200 Office Supplies (GENER)				\$13.41
Invoice 5607134	9/7/2021				
Cash Payment	E 601-49440-200 Office Supplies (GENER)				\$3.77
Invoice 5607134	9/7/2021				
Cash Payment	E 602-49490-200 Office Supplies (GENER)				\$3.77
Invoice 5607134	9/7/2021				
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$41.90
Refer	82508 <i>EHLERS</i>	-			
Cash Payment	E 604-47032-620 Fiscal Agent s Fees				\$475.00
Invoice 66447	9/14/2021				
Cash Payment	E 604-47032-611 Bond Interest				\$7,125.00
Invoice 66564	9/14/2021				
Cash Payment	E 604-47030-611 Bond Interest				\$4,812.50
Invoice 66563	9/14/2021				
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$12,412.50
Refer	82509 <i>ALLIED GENERATORS</i>	-			
Cash Payment	E 604-49570-317 Contracted Services				\$2,315.00
Invoice 28453	9/10/2021				
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$2,315.00
Refer	82510 <i>HAWKINS, INC.</i>	-			



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Cash Payment	E 601-49420-218 Operating Supplies- Che				\$728.50
Invoice	6015001	9/2/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$728.50
Refer	82511	TOSHIBA BUSINESS SOLUTIONS	-		
Cash Payment	E 101-41400-570 Office Equip and Furnishi				\$3,174.82
Invoice	2995170	8/27/2021			
Cash Payment	E 601-49440-570 Office Equip and Furnishi				\$793.70
Invoice	2995170	8/27/2021			
Cash Payment	E 602-49490-570 Office Equip and Furnishi				\$793.70
Invoice	2995170	8/27/2021			
Cash Payment	E 604-49590-570 Office Equip and Furnishi				\$1,587.41
Invoice	2995170	8/27/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$6,349.63
Refer	82512	WTIP	-		
Cash Payment	E 609-49750-340 Advertising				\$550.00
Invoice	cc-121085168	8/31/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$550.00
Refer	82513	LHB ENGINEERS & ARCHITECTS	-		
Cash Payment	E 101-43150-303 Engineering Fees				\$2,291.50
Invoice	210515.00-2	9/16/2021			
Cash Payment	E 602-49431-303 Engineering Fees				\$11,602.84
Invoice	160861.00-31	9/16/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$13,894.34
Refer	82514	GRAND MARAIS ART COLONY	-		
Cash Payment	E 609-49750-340 Advertising				\$500.00
Invoice	ANNUAL RENE	8/25/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$500.00
Refer	82515	PERRIN MOBILE MEDICAL	-		
Cash Payment	E 101-43100-430 Miscellaneous (GENERA				\$150.00
Invoice	7114	9/13/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$150.00
Refer	82516	US BANK	-		
Cash Payment	E 601-47027-620 Fiscal Agent s Fees				\$156.13
Invoice	LOAN PAY 166	9/17/2021			
Cash Payment	E 601-47027-611 Bond Interest				\$583.38
Invoice	LOAN PAY 166	9/17/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$739.51
Refer	82517	KTM PAVING INC	-		
Cash Payment	E 604-49570-220 Repair/Maint Supply (GE				\$750.00
Invoice	221-1972	9/10/2021			
Cash Payment	E 601-49430-317 Contracted Services				\$6,000.00
Invoice	221-1972	9/10/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$6,750.00
Refer	82518	STUART C IRBY CO	-		
Cash Payment	E 604-49570-210 Operating Supplies (GEN				\$330.87
Invoice	S012600385.001	9/20/2021			



CITY OF GRAND MARAIS

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Payments

City of Grand Marais

Current Period: September 2021

Transaction Date	9/24/2021	MAIN CHECKING G 10100	Total	\$330.87
Refer	82519 <i>INGRAM LIBRARY SERVICES</i>	-		
Cash Payment	E 211-45500-435 Books, Periodicals			\$282.28
Invoice	54521376 8/27/2021			
Cash Payment	E 211-45500-435 Books, Periodicals			\$213.85
Invoice	54622676 9/2/2021			
Transaction Date	9/24/2021	MAIN CHECKING G 10100	Total	\$496.13
Refer	82520 <i>BAKER & TAYLOR</i>	-		
Cash Payment	E 211-45500-435 Books, Periodicals			\$290.38
Invoice	2036167471 8/26/2021			
Cash Payment	E 215-45500-435 Books, Periodicals			\$10.52
Invoice	2036167471 8/26/2021			
Cash Payment	E 211-45500-435 Books, Periodicals			\$17.73
Invoice	2036187683 9/9/2021			
Transaction Date	9/24/2021	MAIN CHECKING G 10100	Total	\$318.63
Refer	82521 <i>ARROWHEAD LIBRARY SYSTEM</i>	-		
Cash Payment	E 211-45500-435 Books, Periodicals			\$15.95
Invoice	00014853 8/31/2021			
Transaction Date	9/24/2021	MAIN CHECKING G 10100	Total	\$15.95
Refer	82522 <i>INTERACTIVE SCIENCES INC</i>	-		
Cash Payment	E 211-45500-310 Service Agreements			\$500.00
Invoice	2021-9621-1 9/20/2021			
Transaction Date	9/24/2021	MAIN CHECKING G 10100	Total	\$500.00
Refer	82523 <i>GREAT LAKES ALARM</i>	-		
Cash Payment	E 211-45500-221 Equipment Parts/Building			\$445.37
Invoice	91507 8/25/2021			
Transaction Date	9/24/2021	MAIN CHECKING G 10100	Total	\$445.37
Refer	82524 <i>ARAMARK</i>	-		
Cash Payment	E 211-45500-310 Service Agreements			\$99.28
Invoice	263000030832 9/6/2021			
Transaction Date	9/24/2021	MAIN CHECKING G 10100	Total	\$99.28
Refer	82525 <i>XEROX CORPORATION</i>	-		
Cash Payment	E 101-45100-200 Office Supplies (GENER			\$26.19
Invoice	014224895 9/1/2021			
Transaction Date	9/24/2021	MAIN CHECKING G 10100	Total	\$26.19
Refer	82526 <i>ARROWHEAD COOPERATIVE</i>	<u>Ck# 005407E 9/20/2021</u>		
Cash Payment	E 101-45125-321 Telephone			\$112.64
Invoice	1234 9/1/2021			
Cash Payment	E 101-45100-321 Telephone			\$450.62
Invoice	2131 9/1/2021			
Cash Payment	E 101-45125-380 Utility Services (GENER			\$177.53
Invoice	901298 9/1/2021			
Cash Payment	E 101-45125-380 Utility Services (GENER			\$477.36
Invoice	908127 9/1/2021			
Transaction Date	9/24/2021	MAIN CHECKING G 10100	Total	\$1,218.15
Refer	82527 <i>ASPIRA</i>	-		



City of Grand Marais

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Payments

Current Period: September 2021

Cash Payment	E 101-45100-310 Service Agreements				\$3,315.00
Invoice	GRMA BYS 0821	8/31/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$3,315.00
Refer	82528	MY BROTHERS PLACE AUTO REP	-		
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE				\$513.40
Invoice	7843	9/20/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$513.40
Refer	82529	COOK COUNTY NEWS HERALD	-		
Cash Payment	E 101-45100-250 Merchandise Resale (GE				\$48.10
Invoice	468	8/31/2021			
Cash Payment	E 101-41400-350 Publishing				\$45.00
Invoice	468	8/31/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$93.10
Refer	82530	G&G SEPTIC	-		
Cash Payment	E 101-45100-418 Portable Toilet Rentals				\$1,258.60
Invoice	24032	8/31/2021			
Cash Payment	E 101-45189-418 Portable Toilet Rentals				\$3,461.15
Invoice	24032	8/31/2021			
Cash Payment	E 101-45125-418 Portable Toilet Rentals				\$189.65
Invoice	24032	8/31/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$4,909.40
Refer	82531	CROOKED SPOON	-		
Cash Payment	E 101-41400-430 Miscellaneous (GENERA				\$313.75
Invoice	224	8/24/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$313.75
Refer	82532	COOK COUNTY AUDITOR-TREASU	-		
Cash Payment	E 101-41610-304 Attorney(Civil)		3RD QTR		\$3,125.00
Invoice	6942	9/1/2021			
Cash Payment	E 101-41610-304 Attorney(Civil)		4TH QTR		\$3,125.00
Invoice	6941	7/9/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$6,250.00
Refer	82533	ACUSHNET COMPANY	-		
Cash Payment	E 101-45125-254 Golf Supplies For Resale				\$269.92
Invoice	911799593	9/10/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$269.92
Refer	82534	TESSMAN SEED COMPANY	-		
Cash Payment	E 101-45125-211 Operating Supplies				\$2,823.08
Invoice	S343889-IN	9/10/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$2,823.08
Refer	82535	SUNDEW TECHNICAL SERVICES	-		
Cash Payment	E 101-45100-200 Office Supplies (GENER		PCI COMPLIANCE		\$65.00
Invoice	GM REC PARK	9/20/2021			
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$65.00
Refer	82536	NORTH OF SUPERIOR TRAVEL AS	-		
Cash Payment	E 101-45100-340 Advertising				\$500.00
Invoice	17707	9/16/2021			



CITY OF GRAND MARAIS

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Payments

City of Grand Marais

Current Period: September 2021

Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$500.00
Refer	82537 <i>TOTAL REGISTER</i>				
Cash Payment	E 609-49750-433 Dues and Subscriptions				\$260.10
Invoice	T218387163 9/17/2021				
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$260.10
Refer	82538 <i>POLLARDWATER</i>				
Cash Payment	E 601-49430-404 Repairs/Maint Machinery				\$484.53
Invoice	0195580 7/19/2021				
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$484.53
Refer	82539 <i>SAFETY-KLEEN SYSTEMS</i>				
Cash Payment	E 101-41942-220 Repair/Maint Supply (GE				\$362.41
Invoice	86975045 9/9/2021				
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$362.41
Refer	82540 <i>PAUL JONES</i>				
Cash Payment	E 101-45125-211 Operating Supplies STRAP				\$106.29
Invoice	REIMBURSEME 9/14/2021				
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$106.29
Refer	82541 <i>STEVE S SPORTS AND AUTO</i>				
Cash Payment	E 601-49430-220 Repair/Maint Supply (GE				\$23.12
Invoice	295434 8/30/2021				
Cash Payment	E 602-49480-240 Small Tools and Minor E				\$38.39
Invoice	295496 9/1/2021				
Cash Payment	E 602-49480-401 Repairs/Maint Buildings				\$24.58
Invoice	295628 9/7/2021				
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$86.09
Refer	82542 <i>AMAZON CAPITAL SERVICES</i>				
Cash Payment	E 211-45500-200 Office Supplies (GENER				\$13.99
Invoice	1GYJ-RRMV-9P9 9/12/2021				
Cash Payment	E 211-45500-437 Audio Visual / DVD				\$122.74
Invoice	1GYJ-RRMV-9P9 9/12/2021				
Cash Payment	E 211-45500-449 Automation				\$21.48
Invoice	1GYJ-RRMV-9P9 9/12/2021				
Cash Payment	E 211-45500-200 Office Supplies (GENER				\$20.42
Invoice	133P-DWRY-F6C 9/14/2021				
Cash Payment	E 215-45500-447 Programming				\$72.30
Invoice	133P-DWRY-F6C 9/14/2021				
Cash Payment	E 211-45500-200 Office Supplies (GENER				\$89.14
Invoice	1VFY-CC7W-PT 9/19/2021				
Cash Payment	E 211-45500-437 Audio Visual / DVD				\$26.69
Invoice	19TJ-GD1X-R79 9/7/2021				
Cash Payment	E 211-45500-437 Audio Visual / DVD				\$24.68
Invoice	1GH3-HXVC-4XP 9/14/2021				
Cash Payment	E 101-41942-220 Repair/Maint Supply (GE				\$223.88
Invoice	1G69-6PXF-6TK 9/20/2021				
Transaction Date	9/24/2021	MAIN CHECKING G	10100	Total	\$615.32



Payments

City of Grand Marais

Current Period: September 2021

Fund Summary

	10100 MAIN CHECKING GMSB	
101 GENERAL FUND		\$43,486.97
211 LIBRARY		\$2,183.98
215 LIBRARY RESTRICTED FUND		\$82.82
601 WATER		\$10,707.96
602 SEWER		\$22,436.47
604 ELECTRIC		\$146,053.37
609 MUNICIPAL LIQUOR FUND		\$3,046.15
		<hr/>
		\$227,997.72

Pre-Written Checks	\$130,370.23
Checks to be Generated by the Computer	\$97,627.49
Total	<hr/>
	\$227,997.72

City of Grand Marais

MEMO

TO: Mayor Arrowsmith-DeCoux
City Council
FROM: Patrick W. Knight, Communications Director
DATE: September 23, 2021
SUBJECT: Wilkes Variance Request

Request: George Wilkes is requesting a variance to construct an addition on the North side of his property in the DW Core Downtown Waterfront zone, the Angry Trout Café, within the required 40' setback from the vegetation line of Lake Superior.

Location of Property: 408 W Highway 61, PID 80-021-3210

Condition of Property: This approximately 96' x 125' lot is zoned DW Core Downtown Waterfront zone. There is an existing restaurant. Neighboring properties include North House Folks School and a variety of commercial uses.

Public Hearing

A public hearing was held September 15, 2021. Commissioners Garry, Hawkins, and Peters were present.

Commission Discussion and Findings:

The Commission asked if there were any comments submitted, there were no public comments. The Commission adopted the following findings:

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

The proposed addition facilitates year-round operation of the restaurant, meeting the needs of tourists and residents.

2. The variance is consistent with the comprehensive plan.

The addition provides economic opportunity for residents and respects the needs and desires of residents.

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

The proposed setback for the addition is reasonable based on the setback of the existing structure.

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

The location of the existing structure within the required setback affects the proposed addition location.

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

The impact on surrounding properties is negligible.

The commission recommended approving the variance request by a 3-0 vote.

Relevant Zoning Purpose Statement:

19.06.10 DW CORE DOWNTOWN WATERFRONT DISTRICT

Subdivision 1. Purpose

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

Relevant Comprehensive Plan Section:

GOALS AND POLICIES

Goal

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

1. Protects and enhances the natural resources of Grand Marais.
2. Provide economic opportunity for residents.
3. Respect the needs and desires of residents.
4. Provide for a full mix of land uses without adverse impact.

5. Recognizes the recreational and aesthetic value of the area to residents and visitors.
6. Ensures consistency of actions.

DOWNTOWN DEVELOPMENT

Goals

1. To provide a shopping, services and entertainment core that will meet the needs of tourists and residents.
2. To provide a downtown core that will be in harmony with the natural environment.
3. To provide an image that will be in character with historic Grand Marais, the north shore and “northwoods”.

Community Vision

- Support and enhance local business
 - Encourage expansion of sustainable energy uses
 - Develop access to housing that all people can afford throughout their lives
 - Expand education for the mind, body, and soul
 - Invest in safe, people-friendly infrastructure that supports active living
 - Enhance the community’s deep connection to the outdoors, and active engagement of the environment
-

Pd 200
8/17



City of Grand Marais
Application for Variance

Name of Applicant:	George Wilkes
Mailing Address:	P.O. Box 973
Property Address:	408 W. Hwy 61
Legal Description:	Title # 6896 ID# 80-021-3210

Applicant is: Owner Buyer Agent Other (explain)

Current use of property:	Restaurant
Intended use of property:	Same
Use and Character of surrounding property:	Waterfront Commercial
Section of Ordinance from which variance is requested:	North Shore Management Plan Subdivision 26, 1, d, 4 Shoreline Setback
Brief summary of why a variance is required: <small>(For setback variances attach a site map prepared by a qualified plat mapper or surveyor)</small>	Building additions necessary to allow restaurant to operate year-round.

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

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


See attached sheet

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

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

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

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

Dated: 8/17/21	Applicant(s) signature(s): 
	George Wilkes 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

To the City of Grand Marais,

Please consider the following request for a variance from the City's zoning ordinance. The Angry Trout cafe would like to build 2 small additions onto our existing building. These additions would enhance the operation of our business and allow us to transition from seasonal to year-round operation.

1) Proposed Entryway: We would like to build a wall on the south side of our existing porch entry way and extend that roof and wall approximately 11 ft. to the west to form a larger entry way measuring about 9' X 20'. The roof would be a "flat" roof at the same height and pitch of the current roof over the entryway porch.

2) Proposed Porch Roof: We would like to build a flat porch roof over the restaurant's kitchen entry measuring approximately 5' X 10'.

Answers to Application Questions:

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

This section of the ordinance is intended to protect natural shoreline areas, but does not well apply to this property because the property has been commercially developed and built upon to the waters edge for about 100 years.

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

The proposed building additions are consistent with comprehensive plan's section on Harbor Development, policy #5 "allow a quality blend of park, walkways, and commercial development in keeping with fishing village and northwoods character."

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

The 40 ft setback would preclude any reasonable development of this property because about 75% of the property falls within that setback area. Additionally the restaurant building and use were established prior to the creation of the shoreline setback ordinance.

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

See answer to #3 above.

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

The proposed additions are a modest improvement to an existing restaurant facility and would not change the property's use nor would they significantly increase the building footprint.

Thank you,

George Wilkes
Angry Trout Cafe

Pd 50.00
8/17



CITY OF GRAND MARAIS LAND USE PERMIT APPLICATION

Application Number:

A. GENERAL INFORMATION

Owner(s) Name(s): (Last, First, M.I.) <u>Wilkes, George, H</u>	Building Contractor's Name and License Number: <u>Tajra Design + Build</u>
Mailing Address: <u>P.O. Box 973</u>	Street Address of Subject Property: <u>408 W. Hwy 61</u>
Daytime Telephone Number: <u>218 387 2137</u>	Evening Telephone Number: ←
	Access to property: <u>408 W. Hwy 61</u>

B. PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lot(s) _____; Block _____; Plat Name: _____

OR: Title # 6896

In Government Lot 5, or _____ 1/4 of _____ 1/4; Section: 21; Township: 61N; Range: 1E east(west) of the 4th P.M.

Zone District: _____ Highway / Road / Street: 408 W. Hwy 61

Parcel Identification Number: 80-021-3210

C. PROJECT INFORMATION

1. Type of Project A. <input type="checkbox"/> New Building B. <input checked="" 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) _____	2. Proposed Use: A. <input type="checkbox"/> Single Family B. <input type="checkbox"/> Multiple Family C. <input type="checkbox"/> Public D. <input checked="" type="checkbox"/> Commercial E. <input type="checkbox"/> Industrial F. <input type="checkbox"/> Other (specify) _____	3. Lot Dimension Data <table border="1"> <tr><td>A. Area in squared feet or acres:</td><td><u>10,580</u></td></tr> <tr><td>B. Lot width at building line:</td><td><u>52</u> ft</td></tr> <tr><td>C. Lot depth:</td><td><u>173</u> ft</td></tr> <tr><td>D. Lake/Stream setback:</td><td><u>19</u> ft</td></tr> <tr><td>E. Vegetation setback:</td><td><u>-</u> ft</td></tr> <tr><td>F. Road setback:</td><td><u>75</u> ft</td></tr> <tr><td>G. Right of way setback:</td><td><u>40</u> ft</td></tr> <tr><td>H. Side lot setback:</td><td><u>20</u> ft</td></tr> <tr><td>I. Rear lot line setback:</td><td><u>60</u> ft</td></tr> </table>	A. Area in squared feet or acres:	<u>10,580</u>	B. Lot width at building line:	<u>52</u> ft	C. Lot depth:	<u>173</u> ft	D. Lake/Stream setback:	<u>19</u> ft	E. Vegetation setback:	<u>-</u> ft	F. Road setback:	<u>75</u> ft	G. Right of way setback:	<u>40</u> ft	H. Side lot setback:	<u>20</u> ft	I. Rear lot line setback:	<u>60</u> ft
A. Area in squared feet or acres:	<u>10,580</u>																			
B. Lot width at building line:	<u>52</u> ft																			
C. Lot depth:	<u>173</u> ft																			
D. Lake/Stream setback:	<u>19</u> ft																			
E. Vegetation setback:	<u>-</u> ft																			
F. Road setback:	<u>75</u> ft																			
G. Right of way setback:	<u>40</u> ft																			
H. Side lot setback:	<u>20</u> ft																			
I. Rear lot line setback:	<u>60</u> ft																			
4. Lake/Stream Name: <u>Grand Marais Harbor</u> 5. Lake/Stream I.D. Number: _____ 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 type="checkbox"/> No Explain: _____	7. Structure Type: A. <input type="checkbox"/> Residence E. <input checked="" type="checkbox"/> Commercial B. <input type="checkbox"/> Garage F. <input type="checkbox"/> Industrial C. <input type="checkbox"/> Office G. <input type="checkbox"/> Warehouse D. <input type="checkbox"/> Storage H. <input type="checkbox"/> Deck																			
	8. Sewage Disposal: A. <input checked="" type="checkbox"/> Public C. <input type="checkbox"/> Holding Tank B. <input type="checkbox"/> Drainfield D. <input type="checkbox"/> Alternative System																			
	9. Water Supply: A. <input checked="" type="checkbox"/> Public B. <input type="checkbox"/> Private Well																			

Porch roof
Entryway

D. STRUCTURE DATA

<p>1. Structure Dimensions:</p> <p>A. Length: 10' 20' ft</p> <p>B. Width: 5' 9' ft</p> <p>C. Area:</p> <p>Basement: - ft</p> <p>First Floor: 50' 180 ft</p> <p>Second Floor: - ft</p> <p>Total Area: 50' 180 ft</p>	<p>2. Type of Construction:</p> <p><input checked="" type="checkbox"/> Wood Frame <input type="checkbox"/> Pole Building</p> <p><input type="checkbox"/> Masonry <input type="checkbox"/> On-site Prefab</p> <p><input type="checkbox"/> Metal <input type="checkbox"/> Off-site Prefab</p> <p><input type="checkbox"/> Log <input checked="" type="checkbox"/> Other (specify)</p> <p style="text-align: center;">Structural Panels</p>
<p>3. Documents Attached</p> <p><input checked="" type="checkbox"/> Sketch Plan <input type="checkbox"/> Lot Survey</p> <p><input type="checkbox"/> Elevation View <input type="checkbox"/> Other (specify)</p> <p><input type="checkbox"/> Plan View</p>	<p>4. Maximum Building Height: 10'</p> <p>5. Cost of Improvements: \$ 50,000</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.

Signature of applicant(s) Date 8/17/24

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

New Porch
Roof 5'x10'

1/8" = 1'

Existing
Restroom

Area of New Roof

New Wall

18' to Shore

Edge Existing North
Wall

Existing
Porch

Bottom

Angry Trout
Cafe

Edge TF

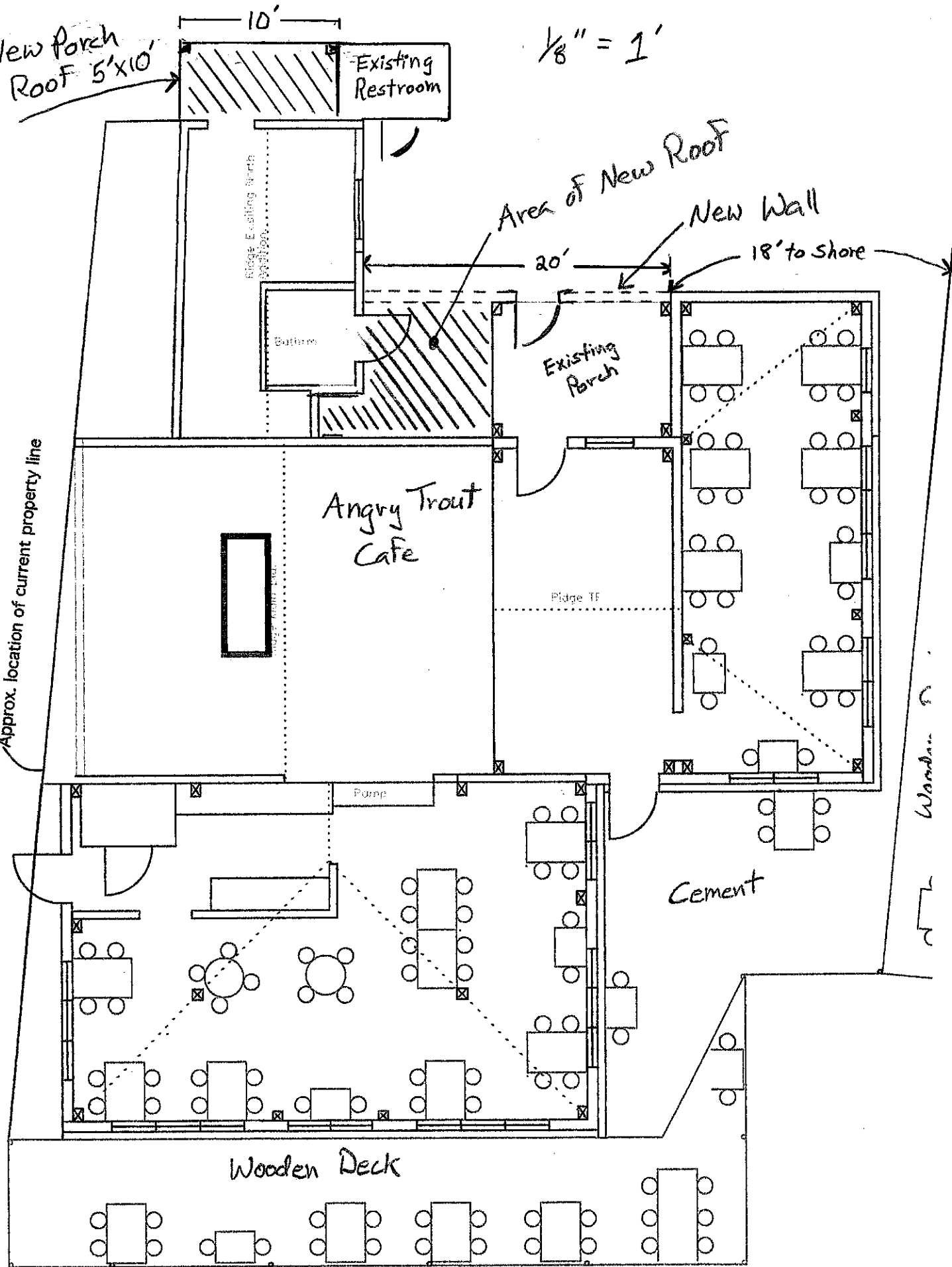
Approx. location of current property line

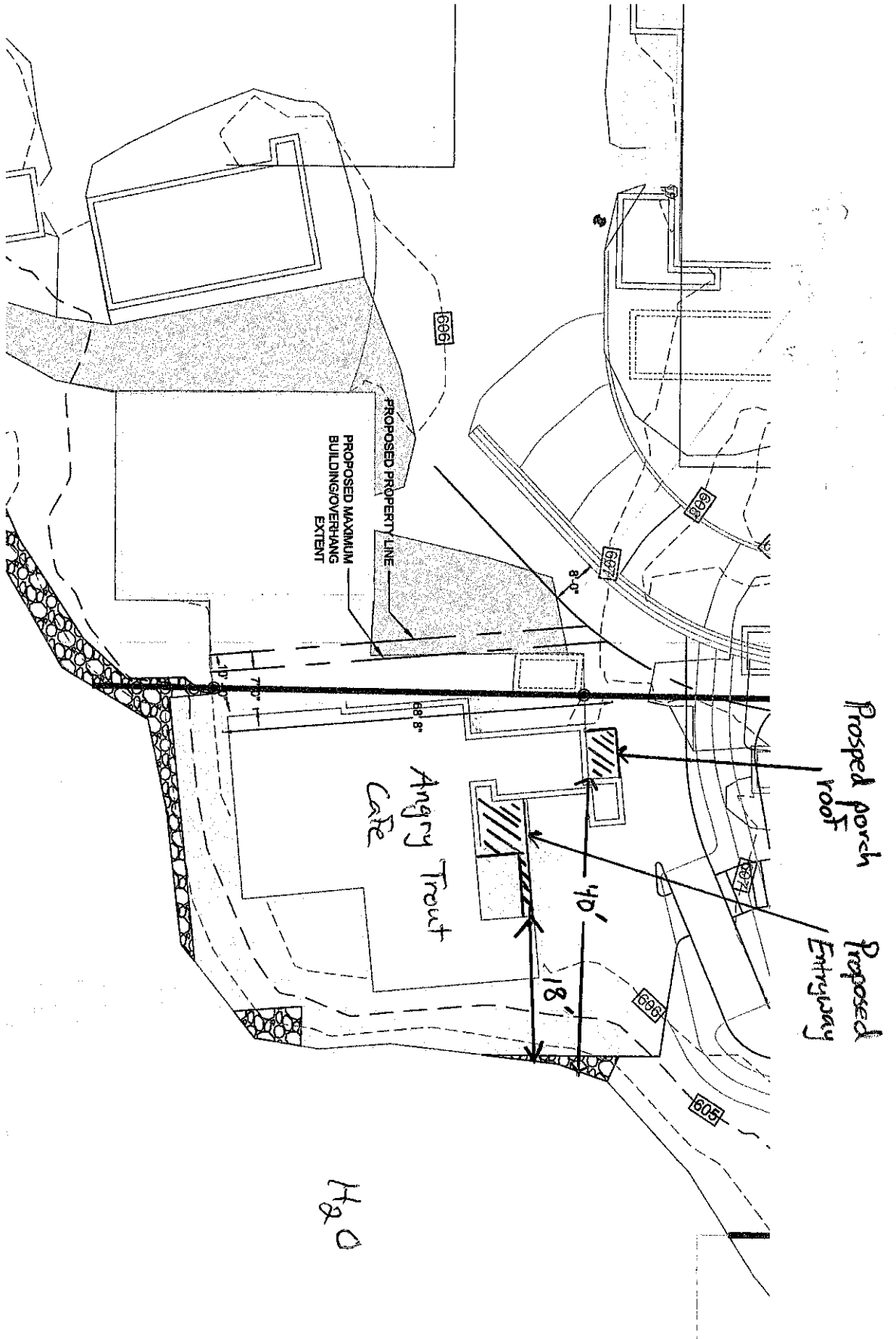
Pump

Cement

Wooden Deck

Woods





H₂O

City of Grand Marais

MEMO

TO: Mayor DeCoux
City Council
FROM: Ben Silence
DATE: September 21, 2021
SUBJECT: Fire Department Hire

Please hire Sven Hoaglund as a Firefighter. This will bring our department to 15 members.

City of Grand Marais

MEMO

TO: Mayor DeCoux
City Council

FROM: Michael J Roth, City Administrator

DATE: September 21, 2021

SUBJECT: Fire Department Benefit Level Review

A primary benefit provided to our paid-on-call firefighters in an annual contribution towards a retirement stipend that is funded based upon years of service. The State of MN administers our benefit plan. IT is funded in large part by an annual state contribution. When the state contribution is smaller than the annual need, the City is required to fund the difference. Given our smaller number of firefighters, the State's contribution has been more than adequate to fund our pension plan. The State recently provided the attached analysis and invitation to request a cost estimate for an increase in the service pension level. Our current level is \$1,500 per service year. We recommend requesting a cost estimate for increasing the service pension level to \$1,750, \$2,000, \$2,300, and \$2,500.

Grand Marais Fire Department

Benefit Level Review

As of 07/19/2021

The purpose of this review is to provide an analysis of your annual financial requirement, the cost of being in the pension business, compared to the amount of annual reductions, Fire State Aid and investment earnings, based on your current benefit level. At a minimum, the amount of the annual Fire State Aid should be dedicated to cover those financial requirements.

If a portion of your annual Fire State Aid is not dedicated to the annual financial requirement, please consider the information below in determining if your entity should request a cost analysis for a benefit level increase. We have provided an estimated benefit level at which the annual Fire State Aid would cover the annual financial requirement.

If you have dedicated your annual Fire State Aid along with a portion of your annual investment earnings, we have provided an estimated benefit level at which the annual Fire State Aid along with the annual 6% investment earning would cover the annual financial requirement. An upper range, if you will.

Governing bodies with benefit levels that incur annual financial requirements greater than the annual reduction amount will owe a required contribution.

Outcome:

None of the Fire State Aid is dedicated to annual financial requirement

Current Benefit Level Analysis

Current Benefit Level:	\$ 1,500
Financial Requirement at 12/31/2021	\$ (161)
Fire State Aid	\$ 21,948
6% Interest on Projected Present Assets	\$ 32,376
Funding Ratio	172%

For your information, below is the estimated benefit level where the annual Fire State Aid would cover the annual financial requirement. You may consider this amount if you choose to submit a request for a cost analysis for a benefit level increase.

Estimated Benefit Level Analysis Fire State Aid = Financial Requirement

Estimated Benefit Level:	\$ 2,300
Financial Requirement at 12/31/2021	\$ 23,029
Fire State Aid	\$ 21,948
Funding Ratio	125%

Please note that the amount of estimated annual investment earnings is available to further cover your annual financial requirement.

For your information, below is the estimated benefit level where the annual Fire State Aid along with a portion of annual investment earnings cover the annual financial requirement; while maintaining a surplus funding ratio.

Estimated Benefit Level Analysis FSA plus Investment Earnings = Surplus Funding

Estimated Benefit Level:	\$ 3,000
Financial Requirement at 12/31/2021	\$ 43,323
Fire State Aid	\$ 21,948
6% Interest on Projected Present Assets	\$ 32,376
Funding Ratio	101%

We hope this review provides guidance for your organization relating to a range of benefit levels, the financial requirements at those levels, and reductions available to cover those financial requirements.

The request for a cost analysis of a benefit level increase form is attached to this email if you would like to have more detailed information provided to you pertaining to various benefit levels.

Statewide Volunteer Firefighter Plan: Request for a Cost Estimate of an Increase in the Service Pension Level



The process for increasing service pension levels in the Statewide Volunteer Firefighter Plan (SVF Plan) is initiated by a request for a cost estimate of the prospective service pension levels using this form. Once completed, the form must be signed by either the representative of the governing body operating the fire department or by the fire chief of the department, and returned to the Public Employees Retirement Association (PERA) using the address or email listed at the bottom of this form. Please note: Service pension levels cannot be decreased. An increase in the service pension level must be approved by the governing body within 120 days of receipt of the cost analysis.

INFORMATION REQUEST

Name of Fire Department: <u>Grand Marais</u>	Existing service pension level per year of service: <u>1500</u>
We would like PERA to provide a cost estimate of increasing the service pension level to the following level(s):	
<u>\$ 1750</u>	<u>\$ 2000</u>
<u>\$ 2300</u>	<u>\$ 2500</u>

Note: Signature of either the governing body or the fire chief is required:

SIGNATURE OF THE GOVERNING BODY OF THE FIRE DEPARTMENT (OR)

Governing Body is: ___ Municipality; ___ Independent nonprofit FF Corp; ___ Joint Powers Entity; [provide signature of each governing body associated with the joint powers entity]	
Governing Body	Name of Chief Administrative Officer
Signature of Chief Administrative Officer	Date
Email Address	Phone Number
Anticipated Effective Date of Increase <u>January 1, 2021</u>	

SIGNATURE OF THE FIRE CHIEF OF THE FIRE DEPARTMENT

Governing Body is: ___ Municipality; ___ Independent nonprofit FF Corp; ___ Joint Powers Entity	
Name of Fire Department	Name of Fire Chief
Signature of Fire Chief	Date
Email Address	Phone Number
Anticipated Effective Date of Increase <u>January 1, 2021</u>	

Updated June 2020; sn

Please Return to: PERA, 60 Empire Drive Suite 200, St. Paul, MN 55103 or Sharyn.north@mnpera.org

City of Grand Marais

MEMO

TO: Mayor DeCoux
City Council
FROM: Michael J Roth, City Administrator
DATE: September 21, 2021
SUBJECT: Board Openings

The City is limited to having one City Councilor on the Public Utilities Commission. Councilor Schulte was appointed this year to serve. With the recent appointment of Councilor Benson, her citizen appointment to the PUC is now vacant. Time is set aside on you agenda to consider which City Councilor you would like to serve on the PUC.

Tina Krauz, who also applied to fill the vacant Council spot last meeting, has submitted an application to serve on the planning commission.

218-387-1848



City of Grand Marais

City of Grand Marais

Application for Board or Commission

Name of Applicant:	Tina Krauz
Mailing Address:	701 W. 5 th ST. apt 212, Grand Marais
Residency Address (if different):	
Board Applying For:	Planning Commission
An information packet is available with a description of the board, member responsibilities and meeting requirements. Please answer the following questions in order to provide the City Council with your qualifications and interests.	
<p>1. Explain why you are interested in this board and what you hope to accomplish through your service:</p> <p>Desire to start a company to manage and maintain all 4 HUD buildings</p> <p>Desire to increase housing for low paid workers</p>	
<p>2. What skills, expertise or knowledge will you bring to the board:</p> <p>As a retired low paid worker living in subsidized senior housing - my perspective is needed.</p> <p>A desire to maintain our city in the with a blend of the history and future in mind.</p>	
<p>3. How have you been involved in the community:</p> <p>This community has had an unbelievable change in just the little time I have lived here, beginning 2005.</p> <p>WTIP volunteer, Community Center board, Salvation Army, Library Friends, Council on Ageing, Home Provider - PHHS.</p>	

Tina Krauz
Signature

09-10-2021
Date

City of Grand Marais

MEMO

TO: Mayor Arrowsmith Decoux
City Council
FROM: Michael J Roth, City Administrator
DATE: September 24, 2021
SUBJECT: Liquor License Renewals

The following businesses have requested liquor license renewals for 2021-22. This renewal period will cover October 1, 2021 to September 30, 2022. After City approval, the renewal forms are sent to the state for their review.

Licensee	Business	License Type	Fee
Gunflint Tavern on the Lake LLC	Gunflint Tavern	Liquor/Sunday	\$2,500
The Fisherman's Daughter	The Fisherman's Daughter	Wine/Beer	\$440
Hungry Hippie Tacos LLC	Hungry Hippie Tacos	Wine/Beer	\$440
My Sister's Place Inc.	My Sister's Place	Wine/Beer	\$440
Northwind Sailing Inc.	Angry Trout Café	Wine/Beer	\$440
Holland Motel Inc.	Best Western Superior Inn	Wine/Beer	\$440
Three Families Brewing	Voyageur Brewing Company	Taproom/Growler	\$440
Gunflint Tavern on the Lake LLC	Gunflint Tavern	Growler	\$220
Schulte Enterprises Inc.	Grand Marais Marathon	Beer-Off	\$110

Before forwarding to the State, each applicant will have completed the appropriate paperwork, including proof of insurance, and paid the necessary fee. All renewals are contingent on a successful background check by the Sheriff.

Additional renewals are expected prior to the meeting. An updated list will be distributed.

City of Grand Marais

MEMO

TO: Mayor DeCoux
City Council

FROM: Michael J Roth, City Administrator

DATE: September 21, 2021

SUBJECT: Army Corps Grant Agreement—8th Avenue Storm Water Pond Improvement

Please approve the attached grant agreement between the US Army Corps of Engineers, Cook County Soil and Water (SWCD), and the City of Grand Marais. SWCD and their design engineer have previously met with the Council to review potential improvements to the storm water pond at Highway 61 and 8th Avenue. Through their efforts we have been awarded the grant for up to \$264,750. This project was one identified in the City's Storm Water Management Plan, and is another sign of the beneficial partnership between the City and SWCD.

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
COOK COUNTY SOIL AND WATER CONSERVATION DISTRICT
AND
THE CITY OF GRAND MARAIS, MINNESOTA
FOR
DESIGN AND CONSTRUCTION ASSISTANCE
FOR THE
STORMWATER CONVEYANCE SYSTEM RECONSTRUCTION

THIS AGREEMENT is entered into this ____ day of _____, ____, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for Detroit District (hereinafter the “District Commander”) and the Cook County Soil and Water Conservation District represented by the Board Chair, and the City of Grand Marais, Minnesota represented by the Mayor (hereinafter the “Non-Federal Sponsors”).

WITNESSETH, THAT:

WHEREAS, the Government is authorized to provide design and construction assistance for publicly owned, non-Federal water-related environmental infrastructure and resource protection and development projects in Northeastern Minnesota, including projects for wastewater treatment and related facilities, water supply and related facilities, and surface water resource protection and development pursuant to Section 569 of the Water Resources Development Act of 1999, Public Law 106-53, as amended (hereinafter “Section 569”);

WHEREAS, the District Commander has determined that the Stormwater Conveyance System Reconstruction in the City of Grand Marais, Cook County, Minnesota (hereinafter the “Project”, as defined in Article I.A. of this Agreement) is eligible for implementation under Section 569;

WHEREAS, Section 569(e)(3) provides that the Federal share of project costs under each agreement entered into under Section 569 shall be 75 percent, which may be in the form of reimbursements;

WHEREAS, as of the effective date of this Agreement, the total amount of Federal funds available for the Federal share of project costs under this Agreement is \$264,750; and

WHEREAS, the Government and the Non-Federal Sponsors have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “Project” means design and construction of outlet pipes, spillways, detention basins, and vegetated swales in the City of Grand Marais, Minnesota, as generally described in the Letter Report for Stormwater Conveyance System Reconstruction, Grand Marais, Minnesota, undated, and approved by the Detroit District Commander, on September 26, 2020.

B. The term “HTRW” means hazardous, toxic, and radioactive wastes, which includes any material listed as a “hazardous substance” (See 42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter “CERCLA”) (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term “project costs” means all costs incurred by the Government and Non-Federal Sponsors in accordance with the terms of this Agreement that are directly related to design and construction of the Project and cost shared. The term includes, but is not necessarily limited to: the Non-Federal Sponsors’ eligible pre-Agreement design work costs, if any; the Government’s costs for conducting environmental compliance activities, providing management oversight and technical assistance, as needed, preparing monthly financial reports, reviewing design work, appraisals, and invoices provided by the Non-Federal Sponsors, conducting periodic inspections during construction, and any other costs incurred by the Government pursuant to the provisions of this Agreement; the Non-Federal Sponsors’ eligible costs of engineering, design, construction, and supervision and administration; the Non-Federal Sponsors’ eligible costs for providing real property interests and relocations, and performing permit work; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; HTRW cleanup and response; dispute resolution; audits; betterments; or the Non-Federal Sponsors’ cost of negotiating this Agreement.

D. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term “relocation” means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term “pre-Agreement design work” means the design work performed prior to the effective date of this Agreement by the Non-Federal Sponsors that the Government determines was accomplished in a satisfactory manner and is necessary for the Project.

G. The term “betterment” means a difference in the design or construction of an element of the Project that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that element.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. As of the effective date of this Agreement, the total amount of Federal funds available for the Federal share of project costs under this Agreement is limited to \$264,750. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsors shall be responsible for all costs in excess of this amount, as determined by the Government, and such excess costs shall not be eligible for credit or reimbursement or included in the project costs for cost-sharing purposes.

B. The Non-Federal Sponsors shall design and construct the Project in accordance with all requirements of applicable Federal laws and implementing regulations and the following:

1. In accordance with Article III, the Non-Federal Sponsors shall provide the real property interests and relocations required for construction and operation and maintenance of the Project. The Non-Federal Sponsors hereby give the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsors now or hereafter own or control for the purpose of performing inspections pursuant to Article II.D.

2. The Non-Federal Sponsors shall afford the Government the opportunity to review and comment on all design work, including relevant plans and specifications, and related contract solicitations, prior to the Non-Federal Sponsors’ issuance of such solicitations. In addition, until the Government has provided written confirmation that environmental compliance has been completed, the Non-Federal Sponsors shall not issue the solicitation for the first construction contract for the Project or commence construction of the Project using their own forces.

3. The Non-Federal Sponsors are responsible for obtaining all permits and licenses necessary for design, construction, and operation and maintenance of the Project and for ensuring compliance with all requirements of such permits and licenses.

4. The Non-Federal Sponsors shall establish and maintain such legal and institutional structures as necessary to ensure the effective long-term operation of the Project at no cost to the Government.

5. Upon completion of design, the Non-Federal Sponsors shall furnish the Government with copies of the completed design.

6. The Non-Federal Sponsors shall operate and maintain the Project at no cost to the Government. The Non-Federal Sponsors shall furnish the Government with a copy of the as-built drawings for the completed work.

7. No more frequently than every 30 calendar days, the Non-Federal Sponsors shall provide the Government an invoice with the documentation required by Article V for the Government to determine whether costs incurred by the Non-Federal Sponsors are eligible for inclusion in project costs. If the Non-Federal Sponsors incurred costs for pre-Agreement design work, documentation of such costs shall be included in the Non-Federal Sponsors' initial invoice. Following completion of the Project, the Non-Federal Sponsors shall notify the Government, which shall conduct a final inspection of the Project. No later than 60 calendar days after the Government conducts the final inspection, the Non-Federal Sponsors shall provide their final invoice, unless an extension is requested by Non-Federal Sponsors in writing and approved by the Government.

C. Using information developed and provided by the Non-Federal Sponsors, the Government shall ensure environmental compliance activities necessary to achieve compliance with all applicable environmental laws and regulations for design and construction of the Project are completed prior to initiation of construction. The Government will notify the Non-Federal Sponsors in writing when such compliance has been completed.

D. The Government may perform periodic inspections to verify the progress of construction and that work is being performed in a satisfactory manner. In addition, the Government may provide technical assistance to the Non-Federal Sponsors on an as-needed basis during design and construction of the Project. Further, the Government shall perform a final inspection to verify satisfactory completion of the Project.

E. The Government shall be responsible for 75 percent of project costs, with reimbursement for costs incurred by the Non-Federal Sponsors determined in accordance with this paragraph. The Government shall review each invoice provided by the Non-Federal Sponsors and, based on the procedures, requirements, and conditions provided in Article V, shall determine the costs, or portion thereof, that are eligible for inclusion in project costs. To the maximum extent practicable, within 30 days of receipt of each invoice, the Government, subject to the availability of Federal funds, shall reimburse the Non-Federal Sponsors for costs for each invoice by taking 75 percent of the Non-Federal Sponsors' eligible costs, less 25 percent of the costs incurred by the Government during that same invoice period. The Government shall provide a written explanation to the Non-Federal Sponsors for costs it determines are not eligible for inclusion in project costs.

F. The Government shall ensure compliance with the National Historic Preservation Act (NHPA) of 1966, as amended, prior to initiation of construction. All costs incurred by the Government and the Non-Federal Sponsors for actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the NHPA and the mitigation of adverse effects other than data recovery, as the Government determines necessary and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of such costs, shall be

included in project costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsors from voluntarily contributing costs associated with data recovery that exceed 1 percent.

G. The Non-Federal Sponsors shall not use Federal program funds to meet any of their obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share for such work.

H. The Non-Federal Sponsors and the Government, in consultation with appropriate Federal and State officials, shall develop a facilities or resource protection and development plan, including appropriate engineering plans and specifications.

I. If the Non-Federal Sponsors elect to include betterments in the design or construction of the Project, the Non-Federal Sponsors shall notify the Government in writing and describe the betterments it intends to design and construct. The Non-Federal Sponsors shall be solely responsible for all costs due to betterments, including costs associated with obtaining permits for such work, without reimbursement by the Government.

ARTICLE III - REAL PROPERTY INTERESTS, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government and Non-Federal Sponsors shall jointly determine the real property interests required for construction, operation, and maintenance of the Project, and the Non-Federal Sponsors shall provide the Government with general written descriptions, including maps as appropriate, of such real property interests. Upon written confirmation by the Government, the Non-Federal Sponsors shall acquire such real property interests and notify the Government in writing when such interests have been acquired. The Non-Federal Sponsors shall ensure that such real property interests are retained in public ownership and, in accordance with Article IV.A., that the real property interests are investigated and that HTRW does not exist in, on, or under the real property interests..

B. The Government and Non-Federal Sponsors shall jointly determine the relocations required for construction, operation, and maintenance of the Project, and the Non-Federal Sponsors shall provide the Government with general written descriptions, including maps and

plans and specifications, as appropriate, for such relocations. Upon written confirmation by the Government, the Non-Federal Sponsors shall perform or ensure performance of such relocations and notify the Government in writing when such relocations have been accomplished.

C. As required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, the Non-Federal Sponsors assure that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of Title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of Title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of Title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Sponsors will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of Title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of Title 42 of the U.S. Code.

ARTICLE IV - HTRW

A. The Non-Federal Sponsors shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law, that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project.

B. In the event the Non-Federal Sponsors discover that HTRW exists in, on, or under any of the real property interests needed for construction, operation, and maintenance of the Project, within 15 calendar days of such discovery, the Non-Federal Sponsors, in addition to providing any other notice required by applicable law, shall provide written notice to the Government. If HTRW is discovered prior to acquisition, the Non-Federal Sponsors shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsors should proceed. If HTRW is discovered after acquisition of the real property interests, no further Project activities shall proceed until the parties agree on an appropriate course of action.

1. If the Non-Federal Sponsors initiate or continue construction, the Non-Federal Sponsors shall be responsible, as between the Government and the Non-Federal Sponsors, for the performance and costs of HTRW cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid by the Non-Federal Sponsors, without reimbursement or credit by the Government.

2. In the event the Non-Federal Sponsors fail to discharge its responsibilities under this Article, the Government may suspend or terminate future performance under this Agreement, including reimbursements pursuant to Article II.E.

C. As between the Government and the Non-Federal Sponsors, the Non-Federal Sponsors shall be considered the owner and operator of the Project for purposes of CERCLA liability or other applicable law.

D. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

ARTICLE V - DETERMINATION OF ELIGIBLE NON-FEDERAL SPONSORS COSTS

A. The Government and the Non-Federal Sponsors agree that the Non-Federal Sponsors' costs that are eligible for inclusion in project costs shall be determined in accordance with the following procedures, requirements, and conditions and shall be subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Government shall include in project costs the value of required real property interests acquired from private owners after the effective date of this Agreement except that the value of real property interests donated to the Non-Federal Sponsors are not eligible for inclusion in project costs. The Non-Federal Sponsors shall obtain for each required real property interest acquired from private owners an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. The fair market value of real property interests acquired from private owners by the Non-Federal Sponsors shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings, the Non-Federal Sponsors shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsors conclude the acquisition of the interest. If, after coordination and consultation with the Government, the Non-Federal Sponsors are unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for valuation purposes.

(3) The Government shall include in the project costs the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsors exceed the approved appraised amount, the Government, at the request of the Non-Federal Sponsors, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsors, may approve in writing an amount greater than the appraised amount.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings, the Non-Federal Sponsors shall notify the Government in writing of their intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsors shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsors shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsors may use the amount set forth in their appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for valuation purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph A.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the owner is donating the real property interest to the Non-Federal Sponsors and releases the Non-Federal Sponsors in writing from their obligation to appraise the real property interest, and the Non-Federal Sponsors submit to the Government a copy of the owner's written release; or

(2) the Non-Federal Sponsors determine that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsors determine that an appraisal is unnecessary, the Non-Federal Sponsors shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds \$10,000, the Non-Federal Sponsors must offer the owner the option of having the Non-Federal Sponsors appraise the real property interest.

d. Incidental Costs. The Government shall include in project costs eligible incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsors incur after the effective date of this Agreement in acquiring required real property interests from private owners. Such incidental costs include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsors for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of required real property interests.

e. Any publicly owned real property interests required for the Project will be provided by the Non-Federal Sponsors at no cost to the Government.

2. Relocations. The Government shall include in project costs eligible costs of required relocations performed by the Non-Federal Sponsors after the effective date of this Agreement.

a. For a relocation other than a highway, eligible costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, eligible costs shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Minnesota would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs include actual costs of performing the relocation; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, as determined by the Government. Relocation costs do not include any additional cost of using new material when suitable used material is available.

3. Design and Construction Work. The Government shall include in project costs eligible costs of the design and construction work performed by the Non-Federal Sponsors after the effective date of this Agreement and eligible costs of pre-Agreement design work, if any.

a. The Non-Federal Sponsors shall provide documentation, satisfactory to the Government, for the Government to determine the amount of eligible costs. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsors' employees. Where the Non-Federal Sponsors' cost for completed pre-Agreement design work is expressed as fixed costs plus a percentage of project costs, the Non-Federal Sponsors shall renegotiate such costs with their contractor based on actual costs.

b. The following costs are not eligible for inclusion in project costs: interest charges, or any adjustment to reflect changes in price levels between the time the design or construction work is completed; pre-Agreement design work previously reimbursed under another agreement; costs that exceed the Government's estimate of the cost for such design and construction work; design or construction work obtained at no cost to the Non-Federal Sponsors; or any construction work initiated prior to completion of environmental compliance.

4. Permit Work. The Government shall include in project costs eligible costs of permit work performed by the Non-Federal Sponsors after the effective date of this Agreement. Eligible costs shall be equivalent to the direct costs, documented to the satisfaction of the Government, that the Non-Federal Sponsors incur in obtaining all permits and licenses necessary for design and construction of the Project, including the permits necessary for construction,

operation, and maintenance of the Project on publicly owned or controlled real property interests. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsors' employees involved in obtaining such permits. Failure to comply with these permits and licenses may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsors' costs for design and construction of the Project in project costs.

5. Compliance with Federal Labor Laws. In undertaking construction and relocations, the Non-Federal Sponsors shall comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act). The Non-Federal Sponsors' failure to comply with these laws may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsors' costs for relocations and construction of the Project in project costs.

B. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsors shall not be entitled to credit or reimbursement for any costs it incurs for real property interests, relocations, and permit work that exceed 25 percent of project costs, and any such excess amount cannot be applied towards the non-Federal cost share for another project; and for any costs incurred by the Non-Federal Sponsors prior to the effective date of this Agreement, excluding costs for pre-Agreement design work.

ARTICLE VI - ACCOUNTING

A. As of the effective date of this Agreement, project costs are projected to be \$353,000, with the amount of Federal funds available for such work limited to \$264,750. Costs incurred by the Government are projected to be \$40,000. Costs incurred by the Non-Federal Sponsors are projected to be \$313,000, which includes eligible design and construction work after the effective date of this Agreement projected to be \$249,750, eligible pre-Agreement design work projected to be \$15,000, eligible real property interests projected to be \$0, eligible relocations projected to be \$0, and eligible permit work projected to be \$0. Reimbursements pursuant to Article II.E. for eligible costs incurred by the Non-Federal Sponsors are projected to be \$264,750. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsors.

B. The Government shall provide the Non-Federal Sponsors with monthly financial reports setting forth the estimated project costs and the Government's and Non-Federal Sponsors' estimated shares of such costs; costs incurred by the Government to date; costs incurred by the Non-Federal Sponsors to date; the total amount of reimbursements made to the Non-Federal Sponsors to date; and the balance of the Federal funds available for the Project.

C. After the Non-Federal Sponsors have provided their final invoice to the Government, the Government shall conduct a final accounting and furnish the Non-Federal Sponsors with the written results of such final accounting. As a part of the final accounting, the Government will

determine the total reimbursable amount by taking 75 percent of eligible costs incurred by the Non-Federal Sponsors, less 25 percent of the costs incurred by the Government for the Project. Should the final accounting determine that funds in excess of the total reimbursable amount have been reimbursed to the Non-Federal Sponsors, the Non-Federal Sponsors, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such excess reimbursement by delivering a check payable to “FAO, USAED, Detroit (H7)” to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Should the final accounting determine that the reimbursements provided to the Non-Federal Sponsors are less than the total reimbursable amount, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsors for the amount equal to such difference.

ARTICLE VII - TERMINATION OR SUSPENSION

If at any time the Non-Federal Sponsors fail to fulfill their obligations under this Agreement, the Government may suspend or terminate this Agreement. If the Government determines that the Federal funds available for the Project will be exhausted prior to completion of the Project, the Government shall notify the Non-Federal Sponsors and the Non-Federal Sponsors may continue with design and construction of the Project, at no cost to the Government, and with no further participation in the Project by the Government.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsors shall hold and save the Government free from any and all damages arising from design, construction, or operation and maintenance of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsors of books, records, documents, or other evidence pertaining to costs and expenses for a

minimum of three years after the final accounting. The Non-Federal Sponsors shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in project costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsors to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsors, provide to the Non-Federal Sponsors or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsors' activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsors without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsors each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsors:

Cook County SWCD – District Manager
411 West 2nd Street
Grand Marais MN 55604

Grand Marais - City Administrator
P.O. Box 600
Grand Marais MN 55604

If to the Government:

District Commander
U.S. Army Corps of Engineers
477 Michigan Ave.
Detroit, MI 48226

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

ARTICLE XV – JOINT AND SEVERAL RESPONSIBILITIES OF THE NON-FEDERAL SPONSORS

The obligations and responsibilities of the Non-Federal Sponsors shall be joint and several, such that each Non-Federal Sponsor shall be liable for the whole performance of the obligations and responsibilities of the Non-Federal Sponsors under the terms and provisions of this Agreement. The Government may demand the whole performance of said obligations and responsibilities from any of the entities designated herein as one of the Non-Federal Sponsors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

COOK COUNTY SOIL AND WATER
CONSERVATION DISTRICT

BY: _____
Scott M. Katalenich
Lieutenant Colonel, U.S. Army
District Commander, Detroit District

BY: _____
Joan Farnum
Cook County SWCD Board Chair
City of Grand Marais, MN

DATE: _____

DATE: _____

CITY OF GRAND MARAIS

BY: _____
Jay A. DeCoux
Mayor
City of Grand Marais, MN

DATE: _____

CERTIFICATE OF AUTHORITY

I, Molly Hicken, do hereby certify that I am the principal legal officer of the Cook County Soil and Water Conservation District, Minnesota, that the Cook County Soil and Water Conservation District, Minnesota is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army, the Cook County Soil and Water Conservation District, Minnesota and the City of Grand Marais, Minnesota in connection with the Stormwater Conveyance System Reconstruction Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the Cook County Soil and Water Conservation District, Minnesota have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____.

Molly Hicken
Cook County Attorney

CERTIFICATE OF AUTHORITY

I, Chris Hood, do hereby certify that I am the principal legal officer of the City of Grand Marais, Minnesota, that the City of Grand Marais, Minnesota is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army, the City of Grand Marais, Minnesota and the Cook County Soil and Water Conservation District, Minnesota in connection with the Stormwater Conveyance System Reconstruction Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the City of Grand Marais, Minnesota have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____.

Chris Hood
Attorney for the City of Grand Marais

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Joan Farnum

Cook County Soil and Water Conservation District Board Chair

DATE: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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Jay A. DeCoux
Mayor of the City of Grand Marais

DATE: _____

Upcoming Meeting Schedule

Updated September 24, 2021

SEPTEMBER

Date/Time	Meeting	Location
Wednesday, September 29, 6:30 p.m.	City Council Meeting	Chambers

OCTOBER

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