

AGENDA
CITY COUNCIL MEETING
September 30, 2020
6:30 P.M.

REMOTE PARTICIPATION ONLY

- A. 6:30 Call to Order
- B. Roll Call
- C. Open Forum
During the emergency declaration, comments will be collected via email or mail at City Hall.
- D. 6:35 Approve Consent Agenda
 - 1. Approve Agenda
 - 2. Approve Meeting Minutes
 - 3. Approve Payment of Bills
- E. 6:40 Planning Commission Report
-Ordinance 2020-03 Services in BDA Zone
- F. 7:00 Cook County SWDC Office Use Extension
- G. 7:10 Liquor License Renewal—2nd Set
- H. 7:15 Council & Staff Updates
- I. Attached correspondence:
 - 1. Other Meeting Minutes
 - 2. Upcoming Meeting Schedule
- J. 7:35 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 9, 2020

Mayor Arrowsmith-DeCoux called the meeting to order at 6:34 p.m.

Members present: Jay Arrowsmith-DeCoux, Kelly Swearingen, Craig Schulte and Tim Kennedy
Members absent: Anton Moody
Staff present: Haden Hinchman, Mike Roth, Kim Dunsmoor and Chris Hood
Others present: Mary Somnis, EDA Director
Phillip Larson, Cook Soil & Water Conservation District
Scott Mehlhaff, Holland Hospitality, Inc.

Open Forum Comment:

Ann Brataas, Minnesota Children's Press, requested a permit to erect a staffed American Vote conversation kiosk, public letter-writing table and vision board for civic engagement in the in the city park in front of the Library for 2 hours, every day during this week, Minnesota Women's Vote Week. The permit is requested through September 13, 2020.

Motion by Kennedy, seconded by Swearingen to approve the Agenda with additional items of MN Children's Press Permit and Passion Pit Taskforce; August 26, 2020, Budget Worksession Minutes; August 26, 2020, Minutes; Payment of Bills and FEMA Assistance to Firefighter Grant EMW-2019-FG-09638. Approved unanimously.

Hamilton Habitat is requesting a variance from the 25' minimum side yard setback requirement to construct a single family home 10' from the side lot line on a lot located at the Northeast corner of County Road 7 and the Gunflint Trail in the R-2 zone Lots 13-18 Van Brunt Lightbody Addition. The property is currently vacant and covered primarily with wetlands. Neighboring properties include single-family homes, commercial, government and school uses. A public hearing was held September 2, 2020. No comments were submitted from the public. The Planning Commission found that additional residential units are desired in the R-2 zone and generally in the City; the plan identifies additional housing, particularly in-fill, as needed in the community; 10 ft side yard setback is reasonable and the property includes significant wetlands that limit the ability of to adjust building plans. The Planning Commission recommends approving the variance request by a 5-0 vote.

Motion by Kennedy, seconded by Swearingen to approve Resolution 2020-07 a Resolution of the City Council of the City of Grand Marais, Minnesota Approving the Request for a Variance for Hamilton Habitat from the Minimum Sideyard Setback Requirement with language change to remove reference to R-1 zone. Approved unanimously.

Benjamin Leatham is requesting a conditional use permit to construct a single unit residence as part of a lodging/commercial development on a lot located at the Northeast Corner of Highway 61 and the Gunflint Trail in the C/I Service Commercial Industrial Zone PID 80-021-1345 located at 613 E Highway 61. The lot has a single family structure. Neighboring uses include

residential, commercial and government uses. A public hearing was held September 2, 2020. City Hall did receive one question about the proposal, but no comments were submitted. The Planning Commission found that a single unit residence is an allowed conditional use under the C/I zone; residential uses neighbor the property to the north, south and east; the residence supports the commercial development of the lot and a residence supports a desirable development on the lot. The Planning Commission recommends approval of the conditional use by a 5-0 vote.

Motion by Kennedy, seconded by Schulte to approve Resolution 2020-08 A Resolution of the City Council of the City of Grand Marais, Minnesota Approving the Leatham Request for a Conditional Use Permit to Construct a Single Unit Residence. Approved unanimously.

The Economic Development Authority requested a change to the ordinance to allow services as a use in the BDA zone. The EDA Covenants allow services: however, the Ordinance for the BDA zone does not allow services. The Planning Commission held a public hearing on September 2, 2020, to consider Ordinance 2020-03 which would amend the permitted principal uses in the BDA zone to include services, defined in the ordinance as:

Services – Establishments primarily engaged in providing assistance, as opposed to products, to individuals, business, industry, government and other enterprises, personal, business, repair and amusement services; health, legal, engineering and other professional services; educational services, membership organizations and other miscellaneous services.

The Planning Commission recommends adoption of the Ordinance by a 4-1 vote.

The City Council considered the ordinance and asked for additional documentation of the EDA Covenants, map and vision from the EDA. This item will be tabled to the next council meeting.

Phillip Larson, Cook Soil and Water District, presented the agreement to construct a rain garden in the Right of Way of 2nd Avenue East near the Best Western. Scott Melhlaff, Holland Hospitality, Inc. agreed to be the Steward of the rain garden. They have a similar rain garden at their property in Detroit Lakes, so he is well aware of the duties of the Steward and accepts that responsibility. The Street Department can continue normal snow storage in that area and can remove the sediment from the catch basin.

Motion by Kennedy, seconded by Swearingen to approve the Cook County Soil and Water Conservation District Cost-Share Assistance and Operation and Maintenance Agreement for Stormwater, Erosion Control and Landscaping Features between the Steward, Holland Hospitality, Inc., Cook County Soil and Water Conservation District and the City of Grand Marais. Approved unanimously.

Finance Director Dunsmoor presented the Coronavirus Relief Fund Report. As of August 31, 2020, the City of Grand Marais has paid \$23,409,63 in COVID-19 related expenses. There are expenses that have been incurred, but are not yet paid. There are also planned expenditures and staff time that has been incurred due to COVID-19.

Motion by Swearingen, seconded by Schulte to approve the CRF Local Government Expenditure Report as of August 31, 2020. Approved unanimously.

City Administrator Roth presented the Preliminary Levy calculation of 4.02% based on feedback from the Council to be more conservative in the budget. We will be able to reduce the levy through reducing council projects, reducing capital expenses or using reserves. Currently, we are budgeting as if the economy is back to normal next year.

Motion by Swearingen, seconded by Kennedy to approve Resolution 2020-09 Approving Preliminary 2020 Tax Levy, Collectible in 2021 in the amount of \$1,012,331.39. Approved unanimously.

Motion by Kennedy, seconded by Swearingen to approve Liquor License Renewals:

| Licensee | Business | License Type | Fee |
|---------------------------------|---------------------------|---------------------|------------|
| Gunflint Tavern on the Lake LLC | Gunflint Tavern | Liquor/Sunday | \$2,500 |
| Larsen Brothers of Grand Marais | Birch Terrace | Liquor/Sunday | \$2,500 |
| My Sisters Place Inc. | My Sisters Place | Wine/Beer | \$440 |
| Northwind Sailing Inc. | Angry Trout Café | Wine/Beer | \$440 |
| Holland Motel Inc. | Best Western Superior Inn | Wine/Beer | \$440 |
| The Fisherman’s Daughter | The Fisherman’s Daughter | Wine/Beer | \$440 |
| Hungry Hippie Tacos LLC | Hungry Hippie Tacos | 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 |

Ayes: Swearingen, Kennedy, Arrowsmith-DeCoux Abstain: Schulte
Schulte abstained because he is the owner of Schulte Enterprises Inc.

Motion by Swearingen, seconded by Kennedy to approve the Minnesota Children’s Press permit to erect a staffed, conversation kiosk and public letter-writing table and vision board on the city park in front of the Library for 2 hours each day until September 13, 2020. Approved unanimously.

Council supported Swearingen to be the City representative on the Passion Pit Taskforce.

Mayor Arrowsmith-DeCoux’s Report:

- 1) The Library is reviewing the Strategic Plan in regard to COVID related changes and expanding services as they can, but cautiously.
- 2) The Joint Powers City/County/School/Tribe and Hospital are working on Racial Equity in our community.
- 3) Rural Arts in Culture creates spaces for people to decompress through art.
- 4) An organization is asking about our Climate Action Plan. We are still working on energy efficiency, EV charging stations and concerns about takeout containers.
- 5) The BWCA was designated as a Dark Sky Sanctuary. This should help us in obtaining a Dark Sky Designation.

There being no further business, the meeting adjourned at 8:17 p.m.



CITY OF GRAND MARAIS

09/11/20 1:44 PM

Page 1

Payments

City of Grand Marais

Current Period: August 2019

Payments Batch 9-11-20 APP \$186,157.16

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|------------------|-----------------|-------------------------------------|-----------------|------------------------------|--------------|--------------------|
| Refer | 80508 | <u>THRIVENT FINANCIAL FOR LUTHE</u> | | | | |
| Cash Payment | G 101-21714 | Thrivent Financial | | | | \$100.00 |
| Invoice | C2763539 | 8/28/2020 | | | | |
| Cash Payment | G 101-21714 | Thrivent Financial | | | | \$100.00 |
| Invoice | C2763539 | 9/11/2020 | | | | |
| Transaction Date | 9/8/2020 | Due 10/8/2020 | MAIN CHECKING G | 10100 | Total | \$200.00 |
| Refer | 80509 | <u>DEPT OT THE TREASURY IRS</u> | | <u>Ck# 005033E 9/11/2020</u> | | |
| Cash Payment | G 101-21703 | FICA Tax Withholding | | | | \$8,235.38 |
| Invoice | 94706645 | 9/11/2020 | | | | |
| Cash Payment | G 101-21717 | Medicare | | | | \$1,934.08 |
| Invoice | 94706645 | 9/11/2020 | | | | |
| Cash Payment | G 101-21701 | Federal Withholding | | | | \$5,125.78 |
| Invoice | 94706645 | 9/11/2020 | | | | |
| Transaction Date | 9/8/2020 | Due 10/8/2020 | MAIN CHECKING G | 10100 | Total | \$15,295.24 |
| Refer | 80510 | <u>PERA</u> | | <u>Ck# 005034E 9/11/2020</u> | | |
| Cash Payment | G 101-21704 | PERA | | | | \$7,503.53 |
| Invoice | 571750 | 9/11/2020 | | | | |
| Transaction Date | 9/8/2020 | Due 10/8/2020 | MAIN CHECKING G | 10100 | Total | \$7,503.53 |
| Refer | 80511 | <u>EMPOWER</u> | | <u>Ck# 005035E 9/11/2020</u> | | |
| Cash Payment | G 101-21720 | MN State Retirement DeferC | | | | \$855.00 |
| Invoice | 855334860 | 9/11/2020 | | | | |
| Transaction Date | 9/8/2020 | Due 10/8/2020 | MAIN CHECKING G | 10100 | Total | \$855.00 |
| Refer | 80512 | <u>FURTHER</u> | | <u>Ck# 005036E 9/11/2020</u> | | |
| Cash Payment | G 101-21713 | H.S.A. /FSA | | | | \$466.00 |
| Invoice | 091120 | 9/11/2020 | | | | |
| Transaction Date | 9/8/2020 | Due 10/8/2020 | MAIN CHECKING G | 10100 | Total | \$466.00 |
| Refer | 80513 | <u>MN DEPT OF REVENUE-EFTPS</u> | | <u>Ck# 005037E 9/11/2020</u> | | |
| Cash Payment | G 101-21702 | State Withholding | | | | \$2,777.43 |
| Invoice | 0-746-322-208 | 9/11/2020 | | | | |
| Transaction Date | 9/8/2020 | Due 10/8/2020 | MAIN CHECKING G | 10100 | Total | \$2,777.43 |
| Refer | 80514 | <u>FURTHER</u> | | <u>Ck# 005038E 9/9/2020</u> | | |
| Cash Payment | E 101-43100-131 | Employer Paid Health | | | | \$422.20 |
| Invoice | 39546710 | 9/8/2020 | | | | |
| Transaction Date | 9/8/2020 | Due 10/8/2020 | MAIN CHECKING G | 10100 | Total | \$422.20 |
| Refer | 80518 | <u>MN DEPT OF REVENUE-EFTPS</u> | | <u>Ck# 005045E 9/9/2020</u> | | |
| Cash Payment | G 101-20800 | Taxes Due (State MN) | | | | \$17,548.00 |
| Invoice | 0-212-763-936 | 8/31/2020 | | | | |
| Cash Payment | G 609-20800 | Taxes Due (State MN) | | | | \$29,258.00 |
| Invoice | 0-212-763-936 | 8/31/2020 | | | | |
| Cash Payment | G 101-20800 | Taxes Due (State MN) | | | | \$2,757.00 |
| Invoice | 0-212-763-936 | 8/31/2020 | | | | |
| Cash Payment | G 211-20800 | Taxes Due (State MN) | | | | \$5.00 |
| Invoice | 0-212-763-936 | 8/31/2020 | | | | |
| Cash Payment | G 601-20800 | Taxes Due (State MN) | | | | \$1,207.00 |
| Invoice | 0-212-763-936 | 8/31/2020 | | | | |



CITY OF GRAND MARAIS

09/11/20 1:44 PM

Page 3

Payments

City of Grand Marais

Current Period: August 2019

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| Cash Payment | E 609-49750-251 Liquor For Resale | | | | | | | | \$956.80 |
| Invoice | 1639446 | 9/11/2020 | | | | | | | |
| Cash Payment | E 609-49750-333 Freight and Express | | | | | | | | \$38.39 |
| Invoice | 1639446 | 9/11/2020 | | | | | | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | | | | | | | | \$217.50 |
| Invoice | 1634187 | 9/3/2020 | | | | | | | |
| Cash Payment | E 609-49750-333 Freight and Express | | | | | | | | \$12.80 |
| Invoice | 1634187 | 9/3/2020 | | | | | | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | | | | | | | | \$4,802.80 |
| Invoice | 1634144 | 9/3/2020 | | | | | | | |
| Cash Payment | E 609-49750-333 Freight and Express | | | | | | | | \$150.40 |
| Invoice | 1634144 | 9/3/2020 | | | | | | | |
| Transaction Date | 9/11/2020 | Due 10/11/2020 | MAIN CHECKING G | 10100 | | | Total | | \$10,792.66 |
| Refer | 80533 | <i>BERNICKS</i> | | | | | | | |
| Cash Payment | E 101-45125-260 Soft Drinks/Mix For Resa | | | | | | | | \$72.46 |
| Invoice | 748540 | 8/27/2020 | | | | | | | |
| Cash Payment | E 101-45125-252 Beer For Resale | | | | | | | | \$110.40 |
| Invoice | 748541 | 8/27/2020 | | | | | | | |
| Cash Payment | E 609-49750-260 Soft Drinks/Mix For Resa | | | | | | | | \$19.75 |
| Invoice | 749720 | 9/3/2020 | | | | | | | |
| Cash Payment | E 609-49750-252 Beer For Resale | | | | | | | | \$13,089.80 |
| Invoice | 749721 | 9/3/2020 | | | | | | | |
| Cash Payment | E 609-49750-252 Beer For Resale | | | | | | | | \$65.00 |
| Invoice | 750654 | 9/10/2020 | | | | | | | |
| Cash Payment | E 609-49750-260 Soft Drinks/Mix For Resa | | | | | | | | \$19.75 |
| Invoice | 750652 | 9/10/2020 | | | | | | | |
| Cash Payment | E 609-49750-252 Beer For Resale | | | | | | | | \$15,187.81 |
| Invoice | 750653 | 9/10/2020 | | | | | | | |
| Transaction Date | 9/11/2020 | Due 10/11/2020 | MAIN CHECKING G | 10100 | | | Total | | \$28,564.97 |
| Refer | 80534 | <i>VOYAGEUR BREWING COMPANY</i> | | | | | | | |
| Cash Payment | E 609-49750-252 Beer For Resale | | | | | | | | \$885.00 |
| Invoice | 3145 | 8/31/2020 | | | | | | | |
| Cash Payment | E 609-49750-252 Beer For Resale | | | | | | | | \$300.00 |
| Invoice | 3166 | 9/3/2020 | | | | | | | |
| Transaction Date | 9/11/2020 | Due 10/11/2020 | MAIN CHECKING G | 10100 | | | Total | | \$1,185.00 |
| Refer | 80535 | <i>THE WINE COMPANY</i> | | | | | | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | | | | | | | | \$1,050.00 |
| Invoice | 149917 | 8/25/2020 | | | | | | | |
| Cash Payment | E 609-49750-333 Freight and Express | | | | | | | | \$55.00 |
| Invoice | 149917 | 8/25/2020 | | | | | | | |
| Transaction Date | 9/11/2020 | Due 10/11/2020 | MAIN CHECKING G | 10100 | | | Total | | \$1,105.00 |
| Refer | 80536 | <i>SUPERIOR BEVERAGES LLC</i> | | | | | | | |
| Cash Payment | E 101-45125-252 Beer For Resale | | | | | | | | \$44.50 |
| Invoice | 853296 | 8/26/2020 | | | | | | | |
| Cash Payment | E 609-49750-252 Beer For Resale | | | | | | | | \$4,726.65 |
| Invoice | 853682 | 9/2/2020 | | | | | | | |
| Cash Payment | E 609-49750-252 Beer For Resale | | | | | | | | -\$1,338.70 |
| Invoice | 120203 | 9/2/2020 | | | | | | | |



CITY OF GRAND MARAIS

09/11/20 1:44 PM

Page 5

Payments

City of Grand Marais

Current Period: August 2019

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| Refer | 80543 | THE AMERICAN BOTTLING COMP | - | | | |
| Cash Payment | E 609-49750-260 | Soft Drinks/Mix For Resa | | | | \$223.84 |
| Invoice | 3313612036 | 9/10/2020 | | | | |
| Transaction Date | 9/11/2020 | Due 10/11/2020 | MAIN CHECKING G | 10100 | Total | \$223.84 |

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|------------------|-----------------|----------------|-----------------|-------|--------------|-----------------|
| Refer | 80544 | US POSTMASTER | - | | | |
| Cash Payment | E 101-45100-322 | Postage | | | | \$150.00 |
| Invoice | ANNUAL RENE | 9/1/2020 | | | | |
| Cash Payment | E 101-41400-322 | Postage | | | | \$150.00 |
| Invoice | ANNUAL RENE | 9/1/2020 | | | | |
| Transaction Date | 9/11/2020 | Due 10/11/2020 | MAIN CHECKING G | 10100 | Total | \$300.00 |

Fund Summary

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|---------------------------|-------|--------------------|---------------------|
| | 10100 | MAIN CHECKING GMSB | |
| 101 GENERAL FUND | | | \$64,479.00 |
| 211 LIBRARY | | | \$5.00 |
| 601 WATER | | | \$1,207.00 |
| 604 ELECTRIC | | | \$12,411.00 |
| 609 MUNICIPAL LIQUOR FUND | | | \$108,055.16 |
| | | | <u>\$186,157.16</u> |

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| Pre-Written Checks | \$90,582.10 |
| Checks to be Generated by the Computer | \$95,575.06 |
| Total | \$186,157.16 |



CITY OF GRAND MARAIS

09/24/20 2:25 PM

Page 1

Payments

Current Period: August 2020

Payments Batch 10-1-20 AP \$313,438.41

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|------------------|-----------------|-------------------------------------|------------------------------|--------------|--------------------|
| Refer | 80507 | <i>PUBLIC UTILITIES COMMISSION1</i> | <u>Ck# 005031E 9/4/2020</u> | | |
| Cash Payment | E 602-49451-380 | Utility Services (GENER | | | \$1,247.97 |
| Invoice | SEPT 2020 | 9/4/2020 | | | |
| Cash Payment | E 602-49480-380 | Utility Services (GENER | | | \$4,554.87 |
| Invoice | SEPT 2020 | 9/4/2020 | | | |
| Cash Payment | E 601-49420-380 | Utility Services (GENER | | | \$1,649.94 |
| Invoice | SEPT 2020 | 9/4/2020 | | | |
| Cash Payment | E 604-49551-380 | Utility Services (GENER | | | \$42.76 |
| Invoice | SEPT 2020 | 9/4/2020 | | | |
| Cash Payment | E 101-42200-382 | Fire Hydrant Utilities | | | \$1,103.70 |
| Invoice | SEPT 2020 | 9/4/2020 | | | |
| Cash Payment | E 211-45500-380 | Utility Services (GENER | | | \$634.13 |
| Invoice | SEPT 2020 | 9/4/2020 | | | |
| Cash Payment | E 101-45100-380 | Utility Services (GENER | | | \$12,110.60 |
| Invoice | SEPT 2020 | 9/4/2020 | | | |
| Cash Payment | E 101-45184-380 | Utility Services (GENER | | | \$181.51 |
| Invoice | SEPT 2020 | 9/4/2020 | | | |
| Cash Payment | E 101-45189-380 | Utility Services (GENER | | | \$66.53 |
| Invoice | SEPT 2020 | 9/4/2020 | | | |
| Cash Payment | E 101-41940-380 | Utility Services (GENER | | | \$1,488.22 |
| Invoice | SEPT 2020 | 9/4/2020 | | | |
| Cash Payment | E 101-43100-381 | Street Light Utilities | | | \$1,822.48 |
| Invoice | SEPT 2020 | 9/4/2020 | | | |
| Cash Payment | E 101-42700-380 | Utility Services (GENER | | | \$27.64 |
| Invoice | SEPT 2020 | 9/4/2020 | | | |
| Cash Payment | E 101-41942-380 | Utility Services (GENER | | | \$527.08 |
| Invoice | SEPT 2020 | 9/4/2020 | | | |
| Transaction Date | 9/4/2020 | Due 10/4/2020 | MAIN CHECKING G 10100 | Total | \$25,457.43 |
| Refer | 80553 | <i>WEX BANK</i> | <u>Ck# 005052E 10/1/2020</u> | | |
| Cash Payment | E 101-43100-212 | Motor Fuels | | | \$192.41 |
| Invoice | 67544616 | 9/15/2020 | | | |
| Cash Payment | E 604-49570-212 | Motor Fuels | | | \$210.24 |
| Invoice | 67548279 | 9/15/2020 | | | |
| Cash Payment | E 101-42200-212 | Motor Fuels | | | \$30.82 |
| Invoice | 67547125 | 9/15/2020 | | | |
| Cash Payment | E 101-45125-212 | Motor Fuels | | | \$427.76 |
| Invoice | 67561795 | 9/15/2020 | | | |
| Cash Payment | E 101-45100-212 | Motor Fuels | | | \$389.10 |
| Invoice | 67556435 | 9/15/2020 | | | |
| Cash Payment | E 601-49440-212 | Motor Fuels | | | \$104.70 |
| Invoice | 67551002 | 9/15/2020 | | | |
| Cash Payment | E 602-49490-212 | Motor Fuels | | | \$104.70 |
| Invoice | 67551002 | 9/15/2020 | | | |
| Transaction Date | 9/21/2020 | Due 10/21/2020 | MAIN CHECKING G 10100 | Total | \$1,459.73 |
| Refer | 80556 | <i>BUCK S HARDWARE HANK</i> | - | | |
| Cash Payment | E 609-49750-210 | Operating Supplies (GEN | | | \$2.43 |
| Invoice | 1630 | 8/31/2020 | | | |



CITY OF GRAND MARAIS

09/24/20 2:25 PM

Page 2

Payments

City of Grand Marais

Current Period: August 2020

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| Cash Payment | E 101-45125-211 Operating Supplies | | | | | | | | \$4.84 |
| Invoice 9988 | | 8/31/2020 | | | | | | | |
| Cash Payment | E 604-49570-210 Operating Supplies (GEN | | | | | | | | \$5.27 |
| Invoice 9088 | | 8/31/2020 | | | | | | | |
| Cash Payment | E 602-49480-300 Professional Srvs (GENE | | | | | | | | \$57.07 |
| Invoice 1160 | | 8/31/2020 | | | | | | | |
| Cash Payment | E 602-49480-210 Operating Supplies (GEN | | | | | | | | \$9.87 |
| Invoice 1160 | | 8/31/2020 | | | | | | | |
| Cash Payment | E 101-43100-220 Repair/Maint Supply (GE | | | | | | | | \$11.87 |
| Invoice 1848 | | 8/31/2020 | | | | | | | |
| Cash Payment | E 101-45100-220 Repair/Maint Supply (GE | | | | | | | | \$84.55 |
| Invoice 1712 | | 8/31/2020 | | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | | | Total | | \$175.90 |
| Refer | 80557 | COOK COUNTY NEWS HERALD | - | | | | | | |
| Cash Payment | E 609-49750-340 Advertising | | | | | | | | \$141.75 |
| Invoice 9024 | | 8/29/2020 | | | | | | | |
| Cash Payment | E 101-41400-350 Publishing | | | | | | | | \$661.50 |
| Invoice 9008 | | 8/8/2020 | | | | | | | |
| Cash Payment | E 101-41400-350 Publishing | | | | | | | | \$40.50 |
| Invoice 8980 | | 8/1/2020 | | | | | | | |
| Cash Payment | E 101-41400-350 Publishing | | | | | | | | \$229.50 |
| Invoice 9022 | | 8/22/2020 | | | | | | | |
| Cash Payment | E 101-41910-350 Publishing | | | | | | | | \$90.00 |
| Invoice 9022 | | 8/22/2020 | | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | | | Total | | \$1,163.25 |
| Refer | 80558 | COOK COUNTY HOME CENTER | - | | | | | | |
| Cash Payment | E 101-45125-240 Small Tools and Minor E | | | | | | | | \$117.30 |
| Invoice 9988 | | 8/31/2020 | | | | | | | |
| Cash Payment | E 601-49420-221 Equipment Parts/Building | | | | | | | | \$239.99 |
| Invoice 1160 | | 8/31/2020 | | | | | | | |
| Cash Payment | E 602-49451-220 Repair/Maint Supply (GE | | | | | | | | \$106.91 |
| Invoice 1160 | | 8/31/2020 | | | | | | | |
| Cash Payment | E 604-49570-210 Operating Supplies (GEN | | | | | | | | \$243.48 |
| Invoice 2088 | | 8/31/2020 | | | | | | | |
| Cash Payment | E 225-45500-220 Repair/Maint Supply (GE | | | | | | | | \$9.18 |
| Invoice 3125 | | 8/31/2020 | | | | | | | |
| Cash Payment | E 101-43100-220 Repair/Maint Supply (GE | | | | | | | | \$4.99 |
| Invoice 3125 | | 8/31/2020 | | | | | | | |
| Cash Payment | E 101-45100-220 Repair/Maint Supply (GE | | | | | | | | \$125.46 |
| Invoice 1712 | | 8/31/2020 | | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | | | Total | | \$847.31 |
| Refer | 80559 | MTI DISTRIBUTING INC. | - | | | | | | |
| Cash Payment | E 101-45125-221 Equipment Parts/Building | | | | | | | | \$545.01 |
| Invoice 1276451-00 | | 9/2/2020 | | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | | | Total | | \$545.01 |
| Refer | 80560 | PAUL JONES | - | | | | | | |
| Cash Payment | E 101-45125-221 Equipment Parts/Building | Dixie Sales and Service | | | | | | | \$77.25 |
| Invoice reimbursement | | 8/18/2020 | | | | | | | |



CITY OF GRAND MARAIS

09/24/20 2:25 PM

Page 4

Payments

City of Grand Marais

Current Period: August 2020

| | | | | | |
|------------------|-----------------|------------------------------|-----------------------|--------------|-------------------|
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G 10100 | Total | \$849.39 |
| Refer | 80568 | WESTERN LAKE SUPERIOR SANIT | | | |
| Cash Payment | E 602-49480-317 | Contracted Services | | | \$7,367.43 |
| Invoice | 7810 | 9/3/2020 | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G 10100 | Total | \$7,367.43 |
| Refer | 80569 | FERGUSON WATERWORKS#2518 | | | |
| Cash Payment | E 601-49430-220 | Repair/Maint Supply (GE) | | | \$290.00 |
| Invoice | 0462002 | 8/28/2020 | | | |
| Cash Payment | E 602-49451-210 | Operating Supplies (GEN) | | | \$232.24 |
| Invoice | 0461186 | 8/31/2020 | | | |
| Cash Payment | E 601-49430-210 | Operating Supplies (GEN) | | | \$1,043.24 |
| Invoice | 0461186 | 8/31/2020 | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G 10100 | Total | \$1,565.48 |
| Refer | 80570 | TEAM LABORATORY CHEMICAL C | | | |
| Cash Payment | E 602-49480-218 | Operating Supplies- Che | | | \$1,621.00 |
| Invoice | INV0022553 | 8/31/2020 | | | |
| Cash Payment | E 601-49430-210 | Operating Supplies (GEN) | | | \$72.00 |
| Invoice | INV0022553 | 8/31/2020 | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G 10100 | Total | \$1,693.00 |
| Refer | 80571 | NORTH SHORE WASTE | | | |
| Cash Payment | E 602-49480-384 | Refuse/Garbage Disposa | | | \$92.43 |
| Invoice | 73704 | 8/31/2020 | | | |
| Cash Payment | E 101-41940-384 | Refuse/Garbage Disposa | | | \$146.25 |
| Invoice | 73679 | 8/31/2020 | | | |
| Cash Payment | E 101-43100-384 | Refuse/Garbage Disposa | | | \$1,179.36 |
| Invoice | 73707 | 8/31/2020 | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G 10100 | Total | \$1,418.04 |
| Refer | 80572 | FLAHERTY & HOOD, P.A. | | | |
| Cash Payment | E 101-41610-304 | Attorney(Civil) | | | \$2,488.75 |
| Invoice | 15086 | 9/4/2020 | | | |
| Cash Payment | E 604-49590-304 | Attorney(Civil) | | | \$41.25 |
| Invoice | 15086 | 9/4/2020 | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G 10100 | Total | \$2,530.00 |
| Refer | 80573 | GRAND MARAIS AUTO PARTS, INC | | | |
| Cash Payment | E 101-45125-221 | Equipment Parts/Builing | | | \$123.31 |
| Invoice | 9988 | 8/22/2020 | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G 10100 | Total | \$123.31 |
| Refer | 80574 | ALL STAR PRO GOLF, INC. | | | |
| Cash Payment | E 101-45125-254 | Golf Supplies For Resale | | | \$201.23 |
| Invoice | INV17368 | 5/19/2020 | | | |
| Cash Payment | E 101-45125-254 | Golf Supplies For Resale | | | \$189.32 |
| Invoice | INV19617 | 9/10/2020 | | | |
| Cash Payment | E 101-45125-254 | Golf Supplies For Resale | | | \$217.64 |
| Invoice | INV19651 | 9/10/2020 | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G 10100 | Total | \$608.19 |
| Refer | 80575 | JAVA MOOSE | | | |



CITY OF GRAND MARAIS

09/24/20 2:25 PM

Page 5

Payments

City of Grand Marais

Current Period: August 2020

| | | | | | | | |
|----------------------|--|----------------|-----------------|-------|--------------|------------------------------|--------------|
| Cash Payment | E 604-49590-200 Office Supplies (GENER | | | | | | \$110.00 |
| Invoice 1004 | 9/7/2020 | | | | | | |
| Cash Payment | E 101-41400-200 Office Supplies (GENER | | | | | | \$55.00 |
| Invoice 1004 | 9/7/2020 | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | Total | | \$165.00 |
| Refer | 80576 <i>SMMPA</i> | | | | | <u>Ck# 005056E 9/25/2020</u> | |
| Cash Payment | E 604-49560-388 Purchase Power | | | | | | \$118,430.23 |
| Invoice AUGUST 2020 | 9/1/2020 | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | Total | | \$118,430.23 |
| Refer | 80577 <i>US POSTMASTER</i> | | | | | | |
| Cash Payment | E 609-49750-433 Dues and Subscriptions BOX 391 | | | | | | \$56.00 |
| Invoice ANNUAL RENE | 9/1/2020 | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | Total | | \$56.00 |
| Refer | 80578 <i>MINNESOTA MAYORS ASSOCIATI</i> | | | | | | |
| Cash Payment | E 101-41110-330 Transportation/School | | | | | | \$30.00 |
| Invoice ANNUAL DUES | 9/1/2020 | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | Total | | \$30.00 |
| Refer | 80579 <i>SAWTOOTH MOUNTAIN CLINIC, IN</i> | | | | | | |
| Cash Payment | E 604-49570-308 Safety Assistance Progra JEFF ELIASSEN | | | | | | \$106.00 |
| Invoice 314292 | 8/7/2020 | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | Total | | \$106.00 |
| Refer | 80580 <i>GRAYBAR ELECTRIC COMPANY, I</i> | | | | | | |
| Cash Payment | E 604-49570-210 Operating Supplies (GEN | | | | | | \$679.92 |
| Invoice 9317640158 | 9/3/2020 | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | Total | | \$679.92 |
| Refer | 80581 <i>MN DEPT OF COMMERCE</i> | | | | | | |
| Cash Payment | E 604-49590-390 Conservation Improveme | | | | | | \$613.23 |
| Invoice 1000044914 | 9/1/2020 | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | Total | | \$613.23 |
| Refer | 80582 <i>BLOOMQUIST, LEN</i> | | | | | | |
| Cash Payment | E 101-43100-330 Transportation/School | | | | | | \$27.23 |
| Invoice TRACTOR TRIP | 9/14/2020 | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | Total | | \$27.23 |
| Refer | 80583 <i>EHLERS</i> | | | | | | |
| Cash Payment | E 604-47032-620 Fiscal Agent s Fees | | | | | | \$475.00 |
| Invoice 59614 | 9/14/2020 | | | | | | |
| Cash Payment | E 604-47030-611 Bond Interest | | | | | | \$6,893.75 |
| Invoice 59474 | 9/14/2020 | | | | | | |
| Cash Payment | E 604-47032-611 Bond Interest | | | | | | \$8,850.00 |
| Invoice 59475 | 9/14/2020 | | | | | | |
| Cash Payment | E 604-47032-620 Fiscal Agent s Fees | | | | | | \$3,450.00 |
| Invoice 84428 | 9/3/2020 | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | Total | | \$19,668.75 |
| Refer | 80584 <i>VISA</i> | | | | | <u>Ck# 005057E 9/8/2020</u> | |
| Cash Payment | E 604-49570-221 Equipment Parts/Building | | | | | | \$748.93 |
| Invoice 0224 | 9/2/2020 | | | | | | |



CITY OF GRAND MARAIS

09/24/20 2:25 PM

Page 6

Payments

City of Grand Marais

Current Period: August 2020

| | | | | | | | | | |
|---------------------|--|------------------------------|-----------------|-------|--|--|--------------|--|--------------------|
| Cash Payment | E 601-49430-404 Repairs/Maint Machinery | | | | | | | | \$88.88 |
| Invoice | 0224 | 9/2/2020 | | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | | | Total | | \$837.81 |
| Refer | 80585 | QUILL CORPORATION | | | | | | | |
| Cash Payment | E 101-41400-200 Office Supplies (GENER | | | | | | | | \$69.99 |
| Invoice | 10229116 | 9/8/2020 | | | | | | | |
| Cash Payment | E 101-45100-200 Office Supplies (GENER | | | | | | | | \$132.54 |
| Invoice | 10051899 | 8/31/2020 | | | | | | | |
| Cash Payment | E 101-41400-200 Office Supplies (GENER | | | | | | | | \$122.93 |
| Invoice | 10429456 | 9/14/2020 | | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | | | Total | | \$325.46 |
| Refer | 80586 | LEAGUE OF MN CITIES INSURANC | | | | | | | |
| Cash Payment | E 101-41900-360 Insurance (GENERAL) | | | | | | | | \$6,268.49 |
| Invoice | 40001157 | 8/24/2020 | | | | | | | |
| Cash Payment | E 101-45100-360 Insurance (GENERAL) | | | | | | | | \$14,590.15 |
| Invoice | 40001157 | 8/24/2020 | | | | | | | |
| Cash Payment | E 101-45184-360 Insurance (GENERAL) | | | | | | | | \$4,088.51 |
| Invoice | 40001157 | 8/24/2020 | | | | | | | |
| Cash Payment | E 101-45125-360 Insurance (GENERAL) | | | | | | | | \$2,386.46 |
| Invoice | 40001157 | 8/24/2020 | | | | | | | |
| Cash Payment | E 101-43100-360 Insurance (GENERAL) | | | | | | | | \$5,369.55 |
| Invoice | 40001157 | 8/24/2020 | | | | | | | |
| Cash Payment | E 101-42200-360 Insurance (GENERAL) | | | | | | | | \$2,317.14 |
| Invoice | 40001157 | 8/24/2020 | | | | | | | |
| Cash Payment | E 601-49440-360 Insurance (GENERAL) | | | | | | | | \$3,103.66 |
| Invoice | 40001157 | 8/24/2020 | | | | | | | |
| Cash Payment | E 602-49490-360 Insurance (GENERAL) | | | | | | | | \$8,238.79 |
| Invoice | 40001157 | 8/24/2020 | | | | | | | |
| Cash Payment | E 604-49590-360 Insurance (GENERAL) | | | | | | | | \$17,026.03 |
| Invoice | 40001157 | 8/24/2020 | | | | | | | |
| Cash Payment | E 609-49750-360 Insurance (GENERAL) | | | | | | | | \$3,330.02 |
| Invoice | 40001157 | 8/24/2020 | | | | | | | |
| Cash Payment | E 211-45500-360 Insurance (GENERAL) | | | | | | | | \$7,454.20 |
| Invoice | 40001157 | 8/24/2020 | | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | | | Total | | \$74,173.00 |
| Refer | 80587 | CARLSON, RODNEY | | | | | | | |
| Cash Payment | E 101-43100-330 Transportation/School | | | | | | | | \$29.90 |
| Invoice | TRACTOR TRIP | 9/16/2020 | | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | | | Total | | \$29.90 |
| Refer | 80588 | TWIN CITY VOIP INC | | | | | | | |
| Cash Payment | E 609-49750-433 Dues and Subscriptions | | | | | | | | \$59.58 |
| Invoice | 44369 | 9/1/2020 | | | | | | | |
| Cash Payment | E 609-49750-433 Dues and Subscriptions | | | | | | | | \$84.94 |
| Invoice | 43910 | 7/1/2020 | | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | | | Total | | \$144.52 |
| Refer | 80589 | HAND DONE T SHIRTS INC. | | | | | | | |
| Cash Payment | E 609-49750-430 Miscellaneous (GENERA UNIFORMS | | | | | | | | \$562.00 |
| Invoice | N23599 | 9/10/2020 | | | | | | | |



CITY OF GRAND MARAIS

09/24/20 2:25 PM

Page 7

Payments

City of Grand Marais

Current Period: August 2020

| | | | | | | |
|------------------|-----------------|---|-----------------|-------|--------------|-------------------|
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | Total | \$562.00 |
| Refer | 80590 | <i>SUNDEW TECHNICAL SERVICES</i> | - | | | |
| Cash Payment | E 101-41400-300 | Professional Svcs (GENE WEBROOT SUB | | | | \$250.99 |
| Invoice | GM CITY | 9/16/2020 | | | | |
| Cash Payment | E 101-45100-200 | Office Supplies (GENER PIC COMPLIANCE | | | | \$52.00 |
| Invoice | GM REC PARK | 9/16/2020 | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | Total | \$302.99 |
| Refer | 80591 | <i>GUSTAVUS ADOLPHUS COLLEGE</i> | - | | | |
| Cash Payment | E 604-49590-430 | Miscellaneous (GENERA ELLEN CALLENDER | | | | \$500.00 |
| Invoice | SCHOLARSHIP | 9/1/2020 | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | Total | \$500.00 |
| Refer | 80592 | <i>CENTURYLINK</i> | - | | | |
| Cash Payment | E 601-49440-321 | Telephone | | | | \$69.36 |
| Invoice | 218 D24-1001 | 9/1/2020 | | | | |
| Cash Payment | E 601-49440-321 | Telephone | | | | \$58.51 |
| Invoice | 218 387-1788 | 9/1/2020 | | | | |
| Cash Payment | E 601-49440-321 | Telephone | | | | \$69.36 |
| Invoice | 218 D24-1002 | 9/1/2020 | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | Total | \$197.23 |
| Refer | 80593 | <i>W.W. GOETSCH ASSOCIATES, INC</i> | - | | | |
| Cash Payment | E 602-49451-580 | Capital Outlay (Equipme | | | | \$5,102.44 |
| Invoice | 104721 | 9/8/2020 | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | Total | \$5,102.44 |
| Refer | 80594 | <i>LHB ENGINEERS & ARCHITECTS</i> | - | | | |
| Cash Payment | E 602-49431-303 | Engineering Fees | | | | \$185.00 |
| Invoice | 160861.00-23 | 9/10/2020 | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | Total | \$185.00 |
| Refer | 80595 | <i>METERING & TECHNOLOGY SOLU</i> | - | | | |
| Cash Payment | E 601-49430-227 | Utility Maint Supplies | | | | \$4,383.14 |
| Invoice | 17824 | 9/8/2020 | | | | |
| Cash Payment | E 602-49451-227 | Utility Maint Supplies | | | | \$4,383.13 |
| Invoice | 17824 | 9/8/2020 | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | Total | \$8,766.27 |
| Refer | 80597 | <i>ALLIED GENERATORS</i> | - | | | |
| Cash Payment | E 604-49551-317 | Contracted Services | | | | \$772.66 |
| Invoice | 24577 | 9/11/2020 | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | Total | \$772.66 |
| Refer | 80598 | <i>US BANK</i> | - | | | |
| Cash Payment | E 601-47027-611 | Bond Interest | | | | \$673.13 |
| Invoice | LOAN PAY 154 | 9/18/2020 | | | | |
| Cash Payment | E 601-47027-620 | Fiscal Agent s Fees | | | | \$177.55 |
| Invoice | LOAN PAY 154 | 9/18/2020 | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | Total | \$850.68 |
| Refer | 80599 | <i>TWIN PORTS PAPER & SUPPLY IN</i> | - | | | |
| Cash Payment | E 609-49750-210 | Operating Supplies (GEN | | | | \$105.94 |
| Invoice | 457808 | 9/16/2020 | | | | |



CITY OF GRAND MARAIS

09/24/20 2:25 PM

Page 9

Payments

City of Grand Marais

Current Period: August 2020

| | | | | | | | | | |
|---------------------|--|------------------------------|-----------------|-------|--|--|--------------|--|------------|
| Cash Payment | E 101-45184-215 Marina Fuel for Resale | | | | | | | | \$1,299.00 |
| Invoice | 1501999201 | 8/28/2020 | | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | | | Total | | \$5,451.00 |
| Refer | 80607 | AMERIPRIDE LINEN AND APPAREL | | | | | | | |
| Cash Payment | E 211-45500-310 Service Agreements | | | | | | | | \$84.46 |
| Invoice | 3501547939 | 9/7/2020 | | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | | | Total | | \$84.46 |
| Refer | 80608 | AMERICAN LIBRARY ASSOCIATIO | | | | | | | |
| Cash Payment | E 211-45500-330 Transportation/School | | | | | | | | \$43.00 |
| Invoice | 200908-8 | 9/8/2020 | | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | | | Total | | \$43.00 |
| Refer | 80609 | BAKER & TAYLOR | | | | | | | |
| Cash Payment | E 211-45500-435 Books, Periodicals | | | | | | | | \$301.79 |
| Invoice | 2035452091 | 8/27/2020 | | | | | | | |
| Cash Payment | E 215-45500-435 Books, Periodicals | | | | | | | | \$9.41 |
| Invoice | 2035452091 | 8/27/2020 | | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | | | Total | | \$311.20 |
| Refer | 80610 | INGRAM LIBRARY SERVICES | | | | | | | |
| Cash Payment | E 211-45500-435 Books, Periodicals | | | | | | | | \$81.82 |
| Invoice | 48186515 | 9/6/2020 | | | | | | | |
| Cash Payment | E 211-45500-435 Books, Periodicals | | | | | | | | \$746.69 |
| Invoice | 48096028 | 9/2/2020 | | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | | | Total | | \$828.51 |
| Refer | 80611 | MINNESOTA LIBRARY ASSOCIATI | | | | | | | |
| Cash Payment | E 211-45500-436 Membership Dues | | | | | | | | \$115.00 |
| Invoice | 300003695 | 9/23/2020 | | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | | | Total | | \$115.00 |
| Refer | 80613 | DAVID GRANT | | | | | | | |
| Cash Payment | E 215-45500-447 Programming | | | | | | | | \$300.00 |
| Invoice | HONORARIUM | 6/23/2020 | | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | | | Total | | \$300.00 |
| Refer | 80614 | AMAZON CAPITAL SERVICES | | | | | | | |
| Cash Payment | E 225-45500-200 Office Supplies (GENER | | | | | | | | \$118.34 |
| Invoice | 1499-LWQY-QD | 9/22/2020 | | | | | | | |
| Cash Payment | E 225-45500-200 Office Supplies (GENER | | | | | | | | \$9.99 |
| Invoice | 1J4H-W79C-C4R | 9/17/2020 | | | | | | | |
| Cash Payment | E 225-45500-200 Office Supplies (GENER | | | | | | | | \$9.99 |
| Invoice | 1HJT-PX71-WFN | 9/8/2020 | | | | | | | |
| Cash Payment | E 225-45500-200 Office Supplies (GENER | | | | | | | | \$111.18 |
| Invoice | 1W4K-GD4Y-7Q | 9/10/2020 | | | | | | | |
| Cash Payment | E 225-45500-200 Office Supplies (GENER | | | | | | | | \$19.98 |
| Invoice | 1V9K-T7GC-9P7 | 9/10/2020 | | | | | | | |
| Cash Payment | E 225-45500-200 Office Supplies (GENER | | | | | | | | \$28.99 |
| Invoice | 1TKR-9YY7-H96 | 9/15/2020 | | | | | | | |
| Cash Payment | E 225-45500-200 Office Supplies (GENER | | | | | | | | \$107.88 |
| Invoice | 1GRL-PVYL-7K7 | 9/11/2020 | | | | | | | |



CITY OF GRAND MARAIS

09/24/20 2:25 PM

Page 10

Payments

City of Grand Marais

Current Period: August 2020

| | | | | | | | | | |
|---------------------|---|----------------|-----------------|-------|--|--|--|--------------|------------|
| Cash Payment | E 225-45500-200 Office Supplies (GENER | | | | | | | | \$595.98 |
| | Invoice 14Y1-WQH4-LD9 | 9/20/2020 | | | | | | | |
| Cash Payment | E 211-45500-437 Audio Visual / DVD | | | | | | | | \$37.91 |
| | Invoice 1MLY-QJN9-RH1 | 9/20/2020 | | | | | | | |
| Cash Payment | E 211-45500-435 Books, Periodicals | | | | | | | | \$22.45 |
| | Invoice 19X1-QCPX-XVY | 9/6/2020 | | | | | | | |
| Cash Payment | E 211-45500-200 Office Supplies (GENER | | | | | | | | \$25.98 |
| | Invoice 1GMM-CVCJ-XN | 9/6/2020 | | | | | | | |
| Cash Payment | E 225-45500-200 Office Supplies (GENER | | | | | | | | \$10.97 |
| | Invoice 1GMM-CVCJ-XN | 9/6/2020 | | | | | | | |
| Cash Payment | E 211-45500-200 Office Supplies (GENER | | | | | | | | \$36.20 |
| | Invoice 1GMM-CVCJ-Q7 | 9/6/2020 | | | | | | | |
| Cash Payment | E 225-45500-200 Office Supplies (GENER | | | | | | | | \$119.97 |
| | Invoice 1GMM-CVCJ-Q7 | 9/6/2020 | | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | | | | Total | \$1,255.81 |
| Refer | 80615 | GRAINGER | | | | | | | |
| Cash Payment | E 101-45100-220 Repair/Maint Supply (GE | | | | | | | | \$148.21 |
| | Invoice 9649334225 | 9/11/2020 | | | | | | | |
| Cash Payment | E 101-45100-220 Repair/Maint Supply (GE | | | | | | | | \$19.14 |
| | Invoice 9649033041 | 9/11/2020 | | | | | | | |
| Cash Payment | E 101-45100-220 Repair/Maint Supply (GE | | | | | | | | \$56.32 |
| | Invoice 9649033033 | 9/11/2020 | | | | | | | |
| Cash Payment | E 101-45100-220 Repair/Maint Supply (GE | | | | | | | | \$16.92 |
| | Invoice 9651176407 | 9/14/2020 | | | | | | | |
| Cash Payment | E 101-45100-220 Repair/Maint Supply (GE | | | | | | | | \$60.21 |
| | Invoice 9651778301 | 9/14/2020 | | | | | | | |
| Cash Payment | E 101-45100-220 Repair/Maint Supply (GE | | | | | | | | \$12.90 |
| | Invoice 9651961378 | 9/14/2020 | | | | | | | |
| Cash Payment | E 101-45100-220 Repair/Maint Supply (GE | | | | | | | | \$60.00 |
| | Invoice 9643002869 | 9/4/2020 | | | | | | | |
| Cash Payment | E 101-45100-220 Repair/Maint Supply (GE | | | | | | | | \$52.70 |
| | Invoice 9644275761 | 9/8/2020 | | | | | | | |
| Transaction Date | 9/24/2020 | Due 10/24/2020 | MAIN CHECKING G | 10100 | | | | Total | \$426.40 |

Fund Summary

10100 MAIN CHECKING GMSB

| | |
|-----------------------------|--------------|
| 101 GENERAL FUND | \$84,633.97 |
| 211 LIBRARY | \$9,583.63 |
| 215 LIBRARY RESTRICTED FUND | \$309.41 |
| 225 CARES ACT | \$5,690.20 |
| 601 WATER | \$12,914.46 |
| 602 SEWER | \$33,814.55 |
| 604 ELECTRIC | \$162,029.47 |
| 609 MUNICIPAL LIQUOR FUND | \$4,462.72 |
| | <hr/> |
| | \$313,438.41 |

| | |
|--|--------------------|
| Pre-Written Checks | \$146,632.99 |
| Checks to be Generated by the Computer | \$166,805.42 |
| Total | <hr/> \$313,438.41 |

City of Grand Marais

MEMO

TO: Mayor Arrowsmith-DeCoux
City Council
FROM: Michael J Roth, City Administrator
DATE: September 3, 2020
SUBJECT: Services as a Use in the BDA Zone

Summary:

At their August meeting the Planning Commission considered the attached request by the EDA to allow additional uses in the business park. They noted a disagreement between the uses the EDA finds desirable in their covenants and the allowed uses in the zoning ordinance. The Commission agreed to schedule a hearing to consider a zoning amendment.

Public Hearing:

The Commission held a public hearing at their meeting on September 2, 2020, to consider the attached ordinance 2020-03 which would amend the permitted principal uses in the BDA zone to include services, defined in the ordinance as:

Services – Establishments primarily engaged in providing assistance, as opposed to products, to individuals, business, industry, government, and other enterprises, personal, business, repair, and amusement services; health, legal, engineering and other professional services; educational services, membership organizations, and other miscellaneous services.

At the hearing the commission heard a message of support from Mary Somnis, EDA director.

Commission Discussion and Recommendation:

The commission expressed support for the proposed use. Hawkins reiterated her concern that a non-profit would be located in the taxpayer constructed business park. She wondered if allowing services would make it more likely for additional non-profits to locate in the park. It was noted that non-profits provide many valuable services to the community. They pay wages, utilities, special assessments, and for purchases of supplies and other local services. The commission wondered about existing services already located in the park. Greenwood explained the story of the church and creation of the current Higher Education building. The current list of allowed uses includes some items

that are covered by the services definition. Services was added during recent changes to the zoning ordinance where we switched from long lists of specific uses to shorter lists of broad uses. The commission recommends the adoption of Ordinance 2020-03 by a 4-1 vote.

STATE OF MINNESOTA }
COUNTY OF COOK } SS

I hereby certify that the within Instrument
was filed in this office for record

June 7, 2006

at 10:15A. M. and was duly recorded as

Document No. 104734

Dusty Nelms
Cook County Recorder

By Holly Semaden
Deputy

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS FOR
CEDAR GROVE BUSINESS PARK
GRAND MARAIS, MN

This Declaration is made this 5th day of June, 2006, by the Cook County/Grand Marais Joint Economic Development Authority, a development authority under the laws of the State of Minnesota (the "EDA"), and Interstate Energy, LLC, a Minnesota limited liability company, (collectively the "Declarants").

WHEREAS, Declarants are the owners of real property in Cook County, Minnesota, legally described as Blocks 1 through 8, inclusive, and Outlots A, B, C, D and E, Cedar Grove Business Park, according to the plat thereof on record with the Cook County, Recorder, and hereinafter referenced to as the "CGBP," (Declarant Interstate Energy, LLC, being the owner of Lot 1, Block 4, of said CGBP, and Declarant EDA being the owner of all remaining lands within said CGBP) and Declarants desire to submit said real property and all improvements on it (collectively called the "Property") to the provisions of this Declaration; and

Whereas, the CGBP is developed to provide options for businesses seeking a convenient and affordable location to meet strategic objectives and to provide a pleasant work environment while preserving the natural character of the area to the extent possible.

WHEREAS, the CGBP is a joint venture of the Declarants and the City of Grand Marais; and

WHEREAS, Declarant desires to declare and establish covenants, conditions, easements and restrictions which will benefit and burden the Property; and

NOW, THEREFORE, Declarants declare that the Property shall be owned, used, occupied and conveyed subject to the covenants, conditions, easements, and restrictions set forth in this Declaration, all of which shall be binding on all persons or entities owning or acquiring any right, title or interest in the Property and their heirs, personal representatives, successors and assigns.

1. GENERAL DECLARATION

- A. The covenants set forth herein are in furtherance of a plan to encourage consistent and compatible development of the subject property, and are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. Covenants shall run with the land for all purposes and shall be binding upon and inure to the benefit of the City of Grand Marais and all Property owners, occupants, and their successors in interest.
- B. All lots in the CGBP shall be subject to these Covenants and to the easements, buffers, common areas, green areas, streets, areas dedicated to the public and other items shown on the plat for the CGBP, and all conveyances of lots shall be subject to same.

2. GOVERNANCE

The EDA is primarily responsible for planning and development, marketing, development agreements and conditions. All development agreements must be approved by the EDA. These Covenants are to be enforced by the City of Grand Marais Planning Commission and City Council, and through such legal action as they may direct.

3. REGULATION OF USES

Permitted primary uses:

- 1. Permitted uses shall conform to those allowed in the Zoning Ordinance of the City of Grand Marais as it now exists, and may be hereafter amended with the following exceptions and limitations:
 - (a) Lots within the CGBP which are adjacent to the Gunflint Trail, Lot 1 & 2, , Block 1: Lots 1 & 2, Block 3; Lots 2, 3 & 4, Block 4; and Lot 1, Block 5, shall be reserved for the following permitted uses:

Offices, Retail business, Professional Offices, Financial offices, Clinics, Research facilities, Art or photography studio, Personal care such as Barber, Hair salon, or Massage center, Printing shop, Child care facilities, Health care.
 - (b) Governmental offices or other governmental facilities shall require a conditional use permit.

4. MINIMUM STANDARDS

The minimum standards for the construction, alteration, and maintenance of improvements on the property shall be those set forth herein, as well as those set forth by the City of Grand Marais and any other governmental agency which may have jurisdiction over the property. All improvements on the property shall conform to the then existing building codes and zoning ordinances in effect for the City of Grand Marais and shall be in compliance with all laws, rules and regulations of any governmental body that may be applicable including without limitation environmental laws and regulations. Where the restrictive covenants contained herein are more stringent than the zoning ordinances, codes, or other laws and regulations of the City of Grand Marais or any other applicable government agency, the restrictive covenants contained in this Declaration shall govern and become the minimum standards by which the improvements and maintenance of them shall be controlled. All uses shall respect the unique nature of the entire setting. *set*

5. CONDITION OF PROPERTY AND SCREENING

- A. All properties shall be kept in a safe, clean, and wholesome condition. Owners and tenants must comply at all times and at their own expense with all applicable governmental, health, fire and safety ordinances, regulations, requirements, and directives. Regular and frequent removal of and proper disposal of any waste, by-products or rubbish accumulating on each lot is required. Landscaped areas shall be maintained in a neat condition, lawns mowed, leaves raked, painted building exteriors shall be periodically recoated when required.
- B. Outdoor storage of out-of-use or abandoned vehicles, out-of-use materials, out-of-use parts or out-of-use equipment is prohibited. This does not apply to vehicles, or equipment which is awaiting repair, providing the repairs are accomplished within a reasonable time period.
- C. Refuse collection areas shall be appropriately screened and located consistent with the Guidelines.
- D. All improvements shall be constructed, kept and maintained by the Owner or occupant in first class condition, repair, and appearance. All repairs, alterations, replacements, or additions to improvements shall be at least equal to the original work in class and quality.
- E. Unfinished exterior of buildings, or structures shall be prohibited. Exterior finishes shall be in place no later than 12 months after issuance of building permit. Exterior finish materials shall be of good quality.
- F. Every effort will be made to save trees in order to preserve natural areas consistent with the Guidelines.

6. UTILITIES

- A. Utility service lines such as electrical, telephone, communication, and television cable shall be installed below grade, subject to the Guidelines.
- B. Antennas necessary for the conduct of business may be erected only with approval of the Design Review Committee, subject to the Guidelines.

7. EXCAVATION

Not permitted, except in connection with construction of improvements and subject to the Guidelines.

8. CONSTRUCTION MATERIALS

It is intended that construction materials shall be of high quality and natural integrity, colors shall be earth tones, and also be subject to the Guidelines.

9. SIGNAGE

- A. All signage shall comply with the City of Grand Marais sign ordinance further provided that there shall be: No rooftop or pylon signs, fluorescent colors, flashing lights, or moving signs are permitted, subject to the Guidelines.
- B. Free standing signs shall be monument type, with a maximum height of eight feet above finish grade. Maximum total areas of 50 square feet (each side for double faced signs) is allowed for free standing sign on a single site. The maximum square footage allowed for free standing signs to accommodate multiple tenants on a single site shall not exceed 50 square feet per business.

10. LIGHTING

Lighting shall be subject to the Guidelines and shall be only as approved by the Design Review Committee. The basic premise is to avoid light pollution from lighting or signs (recognizing security needs, however) and to provide indirect building illumination and architectural lighting.

11. PARKING AND DRIVES

- A. On-street parking is prohibited, except by permit issued by a designated official of the City of Grand Marais on good cause. Adequate on-site parking must be provided for all employees, visitors, company owned vehicles, and customers. Handicapped accessible parking must be provided in accordance with the Minnesota State Code. The City of Grand Marais parking ordinance shall apply, except as revised herein.

Provision must be made for loading and deliveries where applicable. One parking stall must be provided for each staff person, each employee, and all anticipated clients, or customers. Professional offices, including medical and dental shall have a minimum of one parking stall per 150 square feet gross floor area, or such greater number of parking stalls as shall be required by the City of Grand Marais parking ordinance.

- B. A grading and drainage plan must be submitted to the Design Review Committee for approval, subject to the Guidelines.
- C. Minimal surfacing for parking and drives shall be properly graded Class 5 surface which is considered to be an impermeable surface. Minimal surfacing for parking and drives on properties adjacent to the Gunflint Trail shall be bituminous or concrete paving.
- D. All parking areas shall be screened from the road right-of-way by fences, or earth berms and plantings, or by four season plantings to enhance the natural landscape. Where existing foliage is undisturbed, additional screening may not be required.
- E. Owners of Lots within Block 3 of the CGBP Plat shall only access their Lots from County Road No. 12, the Gunflint Trail, as shown on the plat.

12. LANDSCAPING

- A. Landscaping is a high priority and is subject to the Design Review Committee and Guidelines therein. No construction will be permitted until a landscaping plan has been submitted and reviewed.

13. DESIGN AND CONSTRUCTION

- A. It has been determined by the EDA, that the purpose of these Covenants is to maintain high standards of design, construction, and maintenance, which will elevate and preserve the valuation of all properties, without imposing unrealistic costs. The intent is to make every attempt to respect, compliment, and maintain the natural amenities of the sites.
- B. The Design Review Committee will require that commercial building projects be designed and certified by licensed professionals in accordance with the laws of the State of Minnesota. The Design Review Committee encourages innovative design which takes advantage of the topography, minimizes earth work, and prefers design which is in character with the area.
- C. It is the intention that the Design Review Committee be presented with conceptual or schematic drawings, by an owner or prospective owner of property, for preliminary review and approval, with the consent of the

Design Review Committee to final designs and plans consistent with such preliminary review and approval not to be unreasonably withheld.

14. SUBDIVISION

No lot may be subdivided, and no portion of a lot may be sold or otherwise conveyed, without written consent of the EDA and the Grand Marais City Council. Such consent may be withheld in the absolute discretion of the EDA and the City Council.

15. PERFORMANCE STANDARDS

- A. The Performance Standards for C-2 Service Commercial-Industrial District and Business Development Area as defined in the City of Grand Marais Zoning Ordinance shall apply to properties in the CGBP except as modified herein.
- B. The Regulations on Screening, Landscaping, Lighting, Storage, and Outdoor Displays which are applicable for C-2 Service Commercial-Industrial District, and for Business Development Area as defined in the City of Grand Marais Zoning Ordinance shall apply to properties in the CGBP, except as modified herein. If multiple lots are owned by a single owner and developed for a single use consolidating the lots, setbacks and screening requirements between said lots shall not apply. Provided that, should said consolidated lots be placed in separate ownership at a future time, all setback and screening requirements shall apply from that time forward and any removed or absent screening shall be restored.
- C. Future performance standards and regulations as described in A and B, provided through amendment, revision or replacement of the City of Grand Marais Zoning Ordinance, shall be incorporated herein and shall modify the referenced standards in A and B.

16. DESIGN REVIEW COMMITTEE

The Design Review Committee will review all plans for development in the CGBP relative to compliance with these Covenants, and provide their recommendation to the EDA, and the Grand Marais City Council. The Committee shall consist of a minimum of three members of the Cook County/Grand Marais Economic Development Authority, and two residents of Grand Marais appointed by the EDA. A quorum shall be required for any approval. A quorum will consist of three persons, and a majority of a quorum shall be necessary to take any action. Approval by the Committee does not imply compliance with other applicable building codes, permitting process, or other requirements. Members of the Design Review Committee shall be appointed by the EDA for a term of one- year. Members may be reappointed. The Design Review Committee shall submit written minutes of Design Review meetings to the Applicant, the EDA Board and to the City of Grand Marais to record their

findings and recommendations. Any decision of the Design Review Committee may be appealed to the EDA Board within ten (10) days of written notice of the findings. The EDA Board shall hear and make decisions on such appeal within sixty (60) days of same being filed.

17. STORM WATER CONTROL AND WETLANDS

- A. Storm water control shall be subject to all state and federal regulations, and will follow best management practices.
- B. No wetlands, as defined under state, local or federal laws or regulations shall be impacted unless in compliance with said laws and regulations and as approved by the EDA or City as consistent with the wetlands plan for the entire CGBP.

18. ENFORCEMENT

- A. Each owner shall comply with and shall assume ownership of lots or sites within the CGBP subject to all laws, rules and regulations of governmental authorities having jurisdiction over the property, the provisions of these Covenants and all amendments or supplements to the foregoing. Failure to comply with any of the foregoing shall be grounds for commencement of an action for the recovery of damages, or injunctive relief, or both, by the City of Grand Marais or the EDA in district court. Reasonable attorneys' fees shall be awarded in favor of the City of Grand Marais or the EDA in the event that they prevail in such enforcement action.
- B. Any waiver or failure to enforce any provision of these Covenants in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the CGBP or any other provision of these Covenants. The failure of the EDA or the City of Grand Marais to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter or of the right to enforce any other Covenant.

19. ASSIGNMENT

Upon the sale of all of the lots in the CGBP or otherwise on motion of the EDA, the rights and responsibilities of the EDA and/or the Design Review Committee shall be assigned to the Planning Commission of the City of Grand Marais, and thereafter the Planning Commission of the City of Grand Marais, and the Grand Marais City Council, shall have all rights and responsibilities otherwise accruing to the EDA or the Design Review Committee.

20. WAIVER

Neither the Cook County/Grand Marais Economic Development Authority, the Design Review Committee, nor the City of Grand Marais nor their successors or assigns shall be liable to any Owner or Occupant of the subject property by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of these Covenants. Every Owner or Occupant of any said property by acquiring its interest therein agrees that it will not bring any action or suit against the Cook County /Grand Marais Economic Development Authority, the Design Review Committee, or the City of Grand Marais, to recover any such damages or to seek equitable relief because of same.

21. RUNS WITH LAND

This Declaration of Covenants shall run with and bind the property, and shall inure to the benefit of and be enforceable by the City of Grand Marais, the EDA, and the owners of lots in the CGBP, and their respective successors, assigns, heirs, executors, administrators, and personal representatives, beginning on the date this Declaration is adopted, and continuing through and including December 31, 2010, after which time they shall automatically be extended for successive periods of ten years, unless a change is approved pursuant to Article 28.

22. RIGHTS OF MORTGAGEES

No breach or violation of these covenants, conditions, and restrictions shall defeat or render invalid the lien of any mortgage, deed of trust, or similar instrument securing a loan made in good faith and for value with respect to the development or permanent financing of any lot or portion thereof; provided that all these restrictions shall be binding upon and effective against any subsequent Owner of the property or any portion thereof whose title is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise pursuant to such lien rights. The lien of an assessment is hereby subordinate to the lien of any mortgage on a lot in the CGBP, provided that the mortgage secures only funds actually advanced to the lot owner (or its predecessor) for purposes relating to the lot, or improvements, fixtures or equipment located thereon.

23. SEVERABILITY

The invalidity or unenforceability of any term, condition, or provision of this Declaration for any reason, whether by court order or otherwise, shall in no manner affect the validity or enforceability of any other term, condition, or provision hereof, all of which shall remain in force and effect for the term of this Declaration and any extension hereof.

24. AMENDMENTS

Amendments hereto may occur only with the written consent of 75% of the property owners and by resolution duly adopted by the EDA and the Grand Marais City Council. Such modification or amendment shall become effective upon execution and recording of same with the Register of Deeds, Cook County, Minnesota.

25. RESALE OF VACANT LAND

- A. Except for Lot 1, Block 4, which is not presently owned by the EDA, in the event any purchaser of land within the CGBP from the EDA elects to sell any portion thereof which is not being used in connection with the business or industry of the purchaser, or which the purchaser desires to sell separate and distinct from any sale of the business or industry being conducted by the purchaser, the same shall first be offered for sale, in writing, to the EDA at the price paid by the purchaser, together with the cost of any improvements thereon paid by the purchaser, less any commission paid on the original sale.
- B. The EDA shall have ninety (90) days from the date of receipt of such offer to accept or reject same, unless an extension of time may be mutually agreed to and set forth in writing. Acceptance or rejection of such offer shall be indicated by resolution of the EDA.
- C. In the event of acceptance of such offer by the EDA, conveyance shall be by warranty deed free and clear of all liens or encumbrances created by act or default of purchaser.
- D. The EDA shall retain a Right of First Refusal at the original purchase price should the buyer not commence with substantial construction of the agreed upon improvements within three (3) years from the date of sale. Seller shall retain exclusive right to repurchase bankrupt or Owner determined excess property for a period of ten (10) years after the date of the original purchase.

26. EASEMENTS

- A. Declarant does hereby grant, convey and quitclaim to the City of Grand Marais perpetual easement over the area within the "trail easement" shown on the plat of the CGBP for the benefit of the public only for the purpose of a recreational trail. Provided that said trail shall be restricted from use by motorized vehicles, except snowmobiles and necessary trail grooming and maintenance equipment. This easement is granted for use by the public without charge for recreational use pursuant to Minnesota Statutes, Chapter 604A, and subject to liability limitations provided therein. Declarants assume no responsibility for any construction or maintenance of said trail, which must first be approved by the City of Grand Marais.

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be executed to be effective as of the day and year recited on the first page hereof.

Cook County/Grand Marais Joint Economic Development Authority

by Mary Sanders
Mary Sanders, Its Chairperson

And

Matthew Geretschlaeger
Matthew Geretschlaeger, its Executive Director

Interstate Energy, LLC

by John Heino
John Heino, Its President

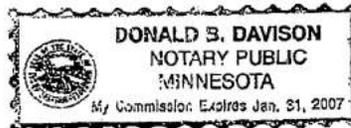
STATE OF MINNESOTA
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 5 day of June, 2006, by Mary Sanders, Chairperson, AND Matthew Geretschlaeger, Executive Director, of the COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY.

Donald B Davison

Notary Public, _____ County, Minnesota

My Commission Expires 1/31/2007



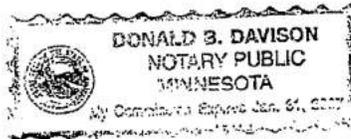
STATE OF MINNESOTA
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 5 day of June, 2006, by John Heino, the President of Interstate Energy, LLC.

Donald B Davison

Notary Public, _____ County, Minnesota

My Commission Expires 1/31/2007



Instrument No. 104734

This instrument drafted by
Richard W. Swanson, Attorney at Law
Swanson Law Office, P.C.
1708 West Highway 61
P.O. Box 819
Grand Marais, MN 55604
218-387-2902:

H:\CLIENT FILES\VEDA\CGBP DECLARATION OF COVENANTS-Final.5-18-06.doc

□

STATE OF MINNESOTA }
COUNTY OF COOK } SS

I hereby certify that the within instrument
was filed in this office for record
March 23, 2010
at 3:00 P.M. and was duly recorded as

Document No. 112719
Dusty Neelms
Cook County Recorder
By Holly Scholten
Deputy

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS FOR
CEDAR GROVE BUSINESS PARK
GRAND MARAIS, MN**

This First Amendment to Declaration, made this 23 day of March, 2010,
by the Cook County/Grand Marais Joint Economic Development Authority, a development
authority under the laws of the State of Minnesota (the "EDA") (the "Declarant").

RECITALS

- A. Declarant is that certain Declarant under that Declaration of Covenants, Conditions, Easements and Restrictions for Cedar Grove Business Park, Grand Marais, MN dated June 5, 2006, which Declaration was recorded on June 7, 2006, as Document No. 104734, in the Office of the Cook County Recorder (the "Declaration").
- B. Declarant is the owner of all of the Property except for two (2) lots as that term is defined in the Declaration.
- C. Declarant desires to amend the Declaration, which amendment was approved by the EDA by resolution adopted by the Board of Directors at a public hearing held for such purpose, and consented to by at least seventy five per cent (75%) of the property owners.

NOW, THEREFORE, Declarant hereby makes the following First Amendment to Declaration.

- 1. Section 17 of the Declaration is hereby amended in its entirety to now read as follows:

17. STORM WATER CONTROL AND WETLANDS

A. Storm water control shall be subject to all state and federal regulations, and will follow best management practices. Prior to commencement of any construction or excavation activities upon any lot, the lot owner shall submit to the Design Review Committee a proposed design for the permanent storm water treatment system proposed to be installed upon the lot. The design shall be prepared by an engineer licensed in the State of Minnesota to design permanent storm water treatment systems. The engineer shall certify in writing upon the design sketch to the Design

Review Committee: (i) that the design meets or exceeds all requirements for permanent storm water treatment for the lot as it relates to the proposed improvement upon the lot; and (ii) that the design meets or exceeds all requirements for permanent storm water treatment as it relates to the permanent storm water system in place for the entire Property. The Design Review Committee may also require that the design of the proposed permanent storm water treatment for the lot be reviewed and approved by the Minnesota Pollution Control Agency (MPCA) prior to commencement of construction. In the alternative, the lot owner may obtain approval of the design directly from the MPCA as part of a separate storm water permitting process and furnish the Declarant with a copy of the permit and design as approved by the MPCA.

No one shall be allowed to occupy the Property until such time as the permanent storm water system for the lot, as designed and approved, has been constructed upon the Property, and an engineer licensed in the State of Minnesota to design permanent storm water treatment plans has certified to the Design Review Committee in writing in a form to be provided by the Design Review Committee that the permanent storm water treatment system as built conforms in all material respects to the permanent storm water treatment system for the lot as designed and approved. Upon full compliance with this Section the Design Review Committee shall issue a Certificate of Occupancy to the property owner and the property owner may then occupy the property.

In the event of a violation of this Section by the lot owner the Declarant shall be entitled to enforce the provisions of this Section and the covenants using all remedies available to the Declarant at law or in equity, including, but not limited to the following:

- 1) Injunction. The Declarant may enjoin the lot owner from using or occupying the property until such time as the lot owner has fully complied with this Section;
- 2) Corrective Action. The Declarant may employ engineers and contractors and construct or modify the permanent stormwater treatment system to conform to the design of the system as approved. All costs of constructing or modifying the system shall be paid by the property owner and shall be assessed as a lien against the property which may be foreclosed in accordance with Minnesota Law as an assessment lien.
- 3) Reversion of the Title to the Property. The Declarant may declare a breach of the covenant incorporated within the deed to the property as required by Minnesota Statute §469.105 sub. 6 and seek a judicial decree from the district court declaring a forfeiture or cancellation of the deed.

All costs incurred by the Declarant in enforcing the provisions of this Section, including court costs and reasonable witness' and attorneys' fees shall be paid by the property owner to the Declarant.

subject property



COOK SOIL & WATER CONSERVATION DISTRICT

- conserving and protecting soil and water resources -



September 23, 2020

Attn: Mike Roth, City Administrator & Grand Marais City Council

From: Ilena Hansel, District Manager, Cook SWCD

Re: Request for an extension on lease for Old Visitor Center at 13 N Broadway Ave

Cook SWCD would like to thank the City of Grand Marais for the opportunity to use the Old Visitor Center space over the summer. It assisted SWCD staff, which doubled in size with seasonal staff for the summer, with a space needed to work and complete projects, as well as a location to provide a socially distant workspace during this unexpected pandemic. Rent value of the space has been used as match towards stormwater management projects with the City and has been very helpful in showing funders the partnership between the two agencies.

Cook SWCD will be back to five staff at the end of October. We are committed to keeping staff and individuals we work with safe during this time. We have found the Old Visitor Center location, in addition to our office at the Cook County Courthouse, provides an opportunity for staff to better fulfill their work needs, especially at this time where safety protocols limit the number of staff occupying an office space simultaneously.

Cook SWCD would like to request an extension to our lease, expiring on October 31, 2020, until March 31, 2021 due to the current pandemic situation and need to keep staff and the public safe. We do not know what the situation will be at the end of March, but we feel it will give us time to get through winter when staff are mostly in the office. We would also like to continue to use the rent value for the Old Visitor Center space as documented match for projects within the City limits.

Thank you for considering our request. If you have an questions, please feel free to contact me at 218-387-3648 or ilena.hansel@co.cook.mn.us.

City of Grand Marais

MEMO

TO: Mayor Arrowsmith Decoux
City Council
FROM: Michael J Roth, City Administrator
DATE: September 23, 2020
SUBJECT: Liquor License Renewals—2nd Set

There are a few remaining license holders than have not contacted us about renewal. This space is set aside on the agenda in case we are successful in contacting those businesses and they choose to renew for October 1.

Upcoming Meeting Schedule

Updated September 23, 2020

SEPTEMBER

| Date/Time | Meeting | Location |
|------------------------------------|----------------------|-----------------|
| Wednesday, September 30, 6:30 p.m. | City Council Meeting | Remote |

OCTOBER

| Date/Time | Meeting | Location |
|----------------------------------|----------------------|-----------------|
| Wednesday, October 14, 6:30 p.m. | City Council Meeting | Remote |
| Wednesday, October 28, 6:30 p.m. | City Council Meeting | Remote |