

AGENDA
CITY COUNCIL MEETING
October 31, 2012
4:30 P.M.

A. Call to Order

B. Roll Call

C. Open Forum

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

D. Approve Consent Agenda

1. Approve Agenda
2. Approve Meeting Minutes
3. Approve Payment of Bills
4. Cook County Curling Club Consumption and Display Permit Renewal

E. Harbor House Grill Liquor License Application

F. Cook County Whole Foods Coop Land Use Permit

G. Cook County Community Center Agreement

H. Other items as necessary

I. Council & Staff Reports

J. Attached correspondence:

1. Other Meeting Minutes
2. Upcoming Meeting Schedule

K. Adjourn

CITY OF GRAND MARAIS
MINUTES
October 10, 2012

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

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

Members absent: None

Staff present: Mike Roth, Dave Tersteeg, Kim Dunsmoor and Chris Hood by telephone

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

Motion by Sivertson, seconded by Lenz to approve the Agenda, September 26, 2012, Minutes and Payment of Bills. Approved unanimously.

Sarah and Anna Hamilton are requesting temporary signage showing winter restaurant hours for businesses along the Gunflint Trail. There seems to be no good way to advertise each businesses limited hours and this proposed sign would eliminate the frustration of people who drive up the Gunflint Trail only to find restaurants closed. The sign would be located near the intersection of 5th Avenue West and the Gunflint Trail. The sign will not be located in the county's right-of-way.

Motion by Kennedy, seconded by Lenz to approve the temporary signage subject to a license agreement with the Gunflint Trail Association. Approved unanimously.

Dave Tersteeg, Parks Manager, received firm quotes from Edwin E Thoreson Inc. and Skadberg Masonry for the construction of the Community Connection trail and stormwater feature on the northeast corner of the recreation area. Three elements of the concept plan that are not included in the \$ 41,884 pricing are new trees, pedestrian bridge and the central gathering area with fire ring. Project total, including LHB's engineering fees, is expected not to exceed \$50,000.

Motion by Lenz, seconded by Spry to approve \$ 41,884 for the Community Connection trail and stormwater feature. Approved unanimously.

The Public Works Facility was identified as a priority in our capital planning process. We had an initial meeting with LHB Engineering. The next step is to continue with pre-planning services. Mayor Carlson questioned a separate facility when the school and county are also requesting maintenance facilities. City Administrator Roth explained that we tried a to plan a joint maintenance facility with the County, DNR, MnDOT, and the School: however, the County decided not to be involved in the project and they were 50% of the facility. City Administrator Roth was directed to send one last invite for a joint facility.

Motion by Spry, seconded by Sivertson to approve the Consultant Service Contract with LHB. Approved unanimously.

Mayor Carlson recognized the Commendation from the MPCA with Congratulations to Tom Nelson and his staff for good work at the Wastewater Plant.

City Administrator Roth received a call from Sue Hakes, County Commissioner, regarding the Community Center and Joint Powers Agreement which includes four pages of all the items we talked about. One piece felt incomplete was the annual escalator: they included 5% and want a 99-year term. Council directed Roth to suggest 2% and a 20-year term with 5-year renewal.

Councilor Lenz' Report:

- 1) Revenue is up at the golf course, park and marina: but down at the pool.

Councilor Spry's Report:

- 1) The joint meeting with the EDA has been scheduled for October 22, 2012, at 3:00 p.m. Items to be discussed include the Business Park Bond Payments, sales of lots and covenants, and Superior National Golf Course.

Councilor Sivertson's Report:

- 1) The Library is finishing up the furniture part of their budget. The fear of needing additional staff is done. There is still a fear of flooding and we need an opinion of how to solve that issue.
- 2) The North Shore Management meeting was attended by phone. Grand Marais has not paid their dues. We have not been billed.
- 3) The Gunflint Trail sign by the library will need to be taken down in order to be worked on. They are also asking for any pictures that may be available from when it was first constructed.

Councilor Kennedy's Report:

- 1) The PUC is working on the preliminary budget. It is looking good and it looks like there will not be any utility rate increases.

There being no further business, the meeting adjourned at 5:27 p.m.



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Payments

City of Grand Marais

Current Period: October 2012

Batch Name	101712 CPAP	User Dollar Amt	\$60,519.68
	Payments	Computer Dollar Amt	\$60,519.68
			\$0.00 In Balance

Refer 58832 ING Ck# 001731E 10/16/2012

Cash Payment	G 101-21720 MN State Retirement DeferC		\$383.50
Invoice	21 CPYR 12	10/19/2012	
Transaction Date	10/16/2012	MAIN CHECKING G 10100	Total \$383.50

Refer 58833 CENTURYLINK

Cash Payment	E 101-45100-321 Telephone		\$457.02
Invoice	2183871712	10/1/2012	
Cash Payment	E 613-45125-321 Telephone		\$47.88
Invoice	2183879988	10/1/2012	
Cash Payment	E 101-45124-321 Telephone		\$46.83
Invoice	2183871275	10/1/2012	
Cash Payment	E 609-49750-321 Telephone		\$59.11
Invoice	2183871630	10/1/2012	
Cash Payment	E 101-41400-321 Telephone		\$332.50
Invoice	2183871848	10/1/2012	
Cash Payment	E 101-42200-321 Telephone		\$31.02
Invoice	2183879092	10/1/2012	
Cash Payment	E 211-45500-321 Telephone		\$48.11
Invoice	2183872562	10/1/2012	
Cash Payment	E 211-45500-321 Telephone		\$182.20
Invoice	2183871140	10/1/2012	
Transaction Date	10/16/2012	MAIN CHECKING G 10100	Total \$1,204.67

Refer 58834 PERA Ck# 001732E 10/19/2012

Cash Payment	G 101-21704 PERA		\$4,612.27
Invoice	21 CPYR 12	10/19/2012	
Transaction Date	10/16/2012	MAIN CHECKING G 10100	Total \$4,612.27

Refer 58835 DEPT OF THE TREASURY IRS Ck# 001733E 10/19/2012

Cash Payment	G 101-21703 FICA Tax Withholding		\$3,669.02
Invoice	21 CPYR 12	10/19/2012	
Cash Payment	G 101-21717 Medicare		\$1,028.52
Invoice	21 CPYR 12	10/19/2012	
Cash Payment	G 101-21701 Federal Withholding		\$3,025.77
Invoice	21 CPYR 12	10/19/2012	
Transaction Date	10/16/2012	MAIN CHECKING G 10100	Total \$7,723.31

Refer 58836 MN DEPT OF REVENUE-EFTPS Ck# 001734E 10/19/2012

Cash Payment	G 101-21702 State Withholding		\$1,470.45
Invoice	21 CPYR 12	10/19/2012	
Transaction Date	10/16/2012	MAIN CHECKING G 10100	Total \$1,470.45

Refer 58837 DR PEPPER SNAPPLE GROUP

Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa		\$140.80
Invoice	2436713489	9/12/2012	
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa		\$83.20
Invoice	2436713717	9/26/2012	



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Payments

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Current Period: October 2012

Transaction Date	10/16/2012	MAIN CHECKING G 10100	Total	\$224.00
Refer	58838	<i>SOUTHERN WINE & SPIRITS OF M</i>		
Cash Payment	E 609-49750-251 Liquor For Resale			\$3,970.36
Invoice	1909087	10/4/2012		
Cash Payment	E 609-49750-333 Freight and Express			\$69.00
Invoice	1909087	10/4/2012		
Cash Payment	E 609-49750-251 Liquor For Resale			\$324.20
Invoice	1893748	10/4/2012		
Cash Payment	E 609-49750-333 Freight and Express			\$8.00
Invoice	1893748	10/4/2012		
Cash Payment	E 609-49750-251 Liquor For Resale			-\$427.79
Invoice	1891329	9/26/2012		
Transaction Date	10/16/2012	MAIN CHECKING G 10100	Total	\$3,943.77
Refer	58839	<i>ARCTIC GLACIER INC.</i>		
Cash Payment	E 609-49750-259 Other For Resale			\$76.50
Invoice	26379	10/4/2012		
Transaction Date	10/16/2012	MAIN CHECKING G 10100	Total	\$76.50
Refer	58840	<i>VINOCOPIA</i>		
Cash Payment	E 609-49750-251 Liquor For Resale			\$92.25
Invoice	0063993-IN	10/2/2012		
Cash Payment	E 609-49750-333 Freight and Express			\$4.00
Invoice	0063993-IN	10/2/2012		
Transaction Date	10/16/2012	MAIN CHECKING G 10100	Total	\$96.25
Refer	58841	<i>VISA</i>		
Cash Payment	E 101-41400-330 Transportation/School			\$50.00
Invoice	00442	9/21/2012		
Transaction Date	10/16/2012	MAIN CHECKING G 10100	Total	\$50.00
Refer	58842	<i>SUPERIOR BEVERAGES LLP</i>		
Cash Payment	E 609-49750-252 Beer For Resale			\$2,878.50
Invoice	413023	10/3/2012		
Cash Payment	E 609-49750-252 Beer For Resale			\$3,048.30
Invoice	413499	10/10/2012		
Transaction Date	10/16/2012	MAIN CHECKING G 10100	Total	\$5,926.80
Refer	58843	<i>ROHLFING INC.</i>		
Cash Payment	E 609-49750-252 Beer For Resale			\$7,044.33
Invoice	370690	10/3/2012		
Cash Payment	E 609-49750-259 Other For Resale			\$41.10
Invoice	370690	10/3/2012		
Cash Payment	E 609-49750-252 Beer For Resale			\$1,349.70
Invoice	370995	10/3/2012		
Cash Payment	E 609-49750-259 Other For Resale			\$56.50
Invoice	370995	10/3/2012		
Transaction Date	10/16/2012	MAIN CHECKING G 10100	Total	\$8,491.63
Refer	58844	<i>BERNICKS</i>		
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa			\$49.60
Invoice	307895	10/4/2012		



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Cash Payment	E 609-49750-252 Beer For Resale			\$3,307.90
Invoice	307896	10/4/2012		
Cash Payment	E 609-49750-259 Other For Resale			\$37.05
Invoice	307896	10/4/2012		
Cash Payment	E 609-49750-252 Beer For Resale			\$2,536.25
Invoice	309188	10/11/2012		
Cash Payment	E 609-49750-259 Other For Resale			\$37.05
Invoice	309188	10/11/2012		
Transaction Date	10/16/2012	MAIN CHECKING G	10100	Total \$5,967.85
Refer	58845	<i>JOHNSON BROTHER LIQUOR</i>		
Cash Payment	E 609-49750-251 Liquor For Resale			\$6,732.74
Invoice	1408082	10/10/2012		
Cash Payment	E 609-49750-333 Freight and Express			\$212.05
Invoice	1408082	10/10/2012		
Cash Payment	E 609-49750-252 Beer For Resale			\$39.25
Invoice	1408083	10/10/2012		
Cash Payment	E 609-49750-251 Liquor For Resale			-\$6.90
Invoice	550216	9/28/2012		
Cash Payment	E 609-49750-251 Liquor For Resale			-\$10.39
Invoice	550217	9/28/2012		
Cash Payment	E 609-49750-251 Liquor For Resale			-\$11.03
Invoice	550218	9/28/2012		
Transaction Date	10/16/2012	MAIN CHECKING G	10100	Total \$6,955.72
Refer	58846	<i>PHILLIPS WINE & SPIRITS</i>		
Cash Payment	E 609-49750-251 Liquor For Resale			\$2,994.25
Invoice	2314933	10/10/2012		
Cash Payment	E 609-49750-333 Freight and Express			\$110.73
Invoice	2314933	10/10/2012		
Cash Payment	E 609-49750-251 Liquor For Resale			\$610.95
Invoice	2314932	10/10/2012		
Cash Payment	E 609-49750-333 Freight and Express			\$15.42
Invoice	2314932	10/10/2012		
Cash Payment	E 609-49750-251 Liquor For Resale			-\$13.33
Invoice	3491143	9/28/2012		
Transaction Date	10/16/2012	MAIN CHECKING G	10100	Total \$3,718.02
Refer	58847	<i>WINE MERCHANTS</i>		
Cash Payment	E 609-49750-251 Liquor For Resale			\$532.00
Invoice	426906	10/10/2012		
Cash Payment	E 609-49750-330 Transportation/School			\$15.42
Invoice	426906	10/10/2012		
Transaction Date	10/16/2012	MAIN CHECKING G	10100	Total \$547.42
Refer	58848	<i>AFSCME</i>		
Cash Payment	G 101-21712 AFSME Union Dues			\$774.36
Invoice	Oct 12	10/30/2012		
Transaction Date	10/16/2012	MAIN CHECKING G	10100	Total \$774.36
Refer	58849	<i>MII LIFE - VEBA</i>		
Cash Payment	G 101-21706 Health Insurance			\$658.37
Invoice	Oct 2012	10/30/2012		



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Current Period: October 2012

Transaction Date		MAIN CHECKING G 10100	Total
10/16/2012			\$658.37
Refer 58850	<i>SUNNY HILL DISTRIBUTORS INC.</i>		
Cash Payment	E 609-49750-251 Liquor For Resale		\$1,511.77
Invoice 274831	10/16/2012		
Cash Payment	E 609-49750-259 Other For Resale		\$21.99
Invoice 274831	10/16/2012		
Cash Payment	E 609-49750-333 Freight and Express		\$95.00
Invoice 274831	10/16/2012		
Cash Payment	E 609-49750-251 Liquor For Resale		\$181.98
Invoice 274826	10/16/2012		
Cash Payment	E 609-49750-251 Liquor For Resale		-\$16.62
Invoice 274089	10/2/2012		
Cash Payment	E 609-49750-251 Liquor For Resale		-\$8.00
Invoice 274092	10/2/2012		

Transaction Date		MAIN CHECKING G 10100	Total
10/16/2012			\$1,786.12
Refer 58852	<i>WIRTZ BEVERAGE MINNESOTA</i>		
Cash Payment	E 609-49750-251 Liquor For Resale		\$5,769.80
Invoice 121239	10/16/2012		
Cash Payment	E 609-49750-259 Other For Resale		\$67.54
Invoice 121239	10/16/2012		
Cash Payment	E 609-49750-333 Freight and Express		\$109.15
Invoice 121239	10/16/2012		
Cash Payment	E 609-49750-333 Freight and Express		\$1.85
Invoice 120619	10/16/2012		
Cash Payment	E 609-49750-251 Liquor For Resale		-\$39.67
Invoice 870045	10/9/2012		

Transaction Date		MAIN CHECKING G 10100	Total
10/17/2012			\$5,908.67

Fund Summary

	10100 MAIN CHECKING GMSB
101 GENERAL FUND	\$16,539.63
211 LIBRARY	\$230.31
609 MUNICIPAL LIQUOR FUND	\$43,701.86
613 GOLF COURSE	\$47.88
	<u>\$60,519.68</u>

Pre-Written Checks	\$14,189.53
Checks to be Generated by the Computer	\$46,330.15
Total	<u>\$60,519.68</u>



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Batch Name 11012012AP
Payments

User Dollar Amt \$82,923.70
Computer Dollar Amt \$82,923.70

\$0.00 In Balance

Refer 58888 QUILL CORPORATION

Cash Payment E 101-41400-200 Office Supplies (GENER \$11.99
Invoice 6521314 10/15/2012

Cash Payment E 101-41400-200 Office Supplies (GENER \$65.40
Invoice 6521314 10/15/2012

Transaction Date 10/22/2012 MAIN CHECKING G 10100 **Total** \$77.39

Refer 58889 COOK COUNTY NEWS HERALD

Cash Payment E 101-41400-350 Publishing \$204.00
Invoice SEPT. 2012 9/30/2012

Cash Payment E 101-42200-310 Service Agreements \$80.00
Invoice SEPT. 2012 9/30/2012

Cash Payment E 101-45124-340 Advertising \$192.00
Invoice SEPT. 2012 9/30/2012

Cash Payment E 101-45100-250 Merchandise Resale (GE \$46.15
Invoice SEPT. 2012 9/30/2012

Transaction Date 10/22/2012 MAIN CHECKING G 10100 **Total** \$522.15

Refer 58890 TENACITY MANUFACTURING CO.

Cash Payment E 101-41400-200 Office Supplies (GENER \$355.17
Invoice 89019256 10/5/2012

Transaction Date 10/22/2012 MAIN CHECKING G 10100 **Total** \$355.17

Refer 58891 BUCK S HARDWARE HANK

Cash Payment E 609-49750-210 Operating Supplies (GEN \$6.40
Invoice SEPT. 2012 9/30/2012

Cash Payment E 101-41940-210 Operating Supplies (GEN \$103.57
Invoice SEPT. 2012 9/30/2012

Transaction Date 10/22/2012 MAIN CHECKING G 10100 **Total** \$109.97

Refer 58892 COOK COUNTY VISITORS BUREA

Cash Payment G 101-20802 Cook County Lodging Tax \$42,955.66
Invoice AUG. 2012 10/4/2012

Transaction Date 10/22/2012 MAIN CHECKING G 10100 **Total** \$42,955.66

Refer 58893 TOSHIBA

Cash Payment E 101-41400-200 Office Supplies (GENER \$87.49
Invoice 9508148 10/10/2012

Transaction Date 10/22/2012 MAIN CHECKING G 10100 **Total** \$87.49

Refer 58894 COOK COUNTY LAW ENFORCEME

Cash Payment E 101-42100-317 Contracted Services \$11,666.67
Invoice 231 10/22/2012

Transaction Date 10/22/2012 MAIN CHECKING G 10100 **Total** \$11,666.67

Refer 58895 GRAND MARAIS SUPERAMERICA

Cash Payment E 101-43100-212 Motor Fuels \$97.86
Invoice 212033 9/19/2012

Cash Payment E 101-43100-212 Motor Fuels \$11.64
Invoice 200452 9/5/2012



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Current Period: November 2012

Transaction Date	10/22/2012	MAIN CHECKING G 10100	Total	\$109.50
Refer	58896 <u>NORTH SHORE WASTE</u>			
Cash Payment	E 101-43100-384 Refuse/Garbage Disposa			\$226.00
Invoice	2701 10/8/2012			
Cash Payment	E 101-41940-384 Refuse/Garbage Disposa			\$224.64
Invoice	2529 9/30/2012			
Cash Payment	E 101-43100-384 Refuse/Garbage Disposa			\$252.72
Invoice	2653 9/30/2012			
Transaction Date	10/22/2012	MAIN CHECKING G 10100	Total	\$703.36
Refer	58897 <u>SOUTHERN WINE & SPIRITS OF M</u>			
Cash Payment	E 609-49750-251 Liquor For Resale			\$1,366.14
Invoice	1909154 10/18/2012			
Cash Payment	E 609-49750-333 Freight and Express			\$42.00
Invoice	1909154 10/18/2012			
Transaction Date	10/22/2012	MAIN CHECKING G 10100	Total	\$1,408.14
Refer	58898 <u>GEORGE HUMPHREY CONTRACTI</u>			
Cash Payment	E 101-43100-224 Street Maint Materials			\$136.00
Invoice	956 10/5/2012			
Transaction Date	10/22/2012	MAIN CHECKING G 10100	Total	\$136.00
Refer	58899 <u>COCA-COLA REFRESHMENTS</u>			
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa			\$133.20
Invoice	0638029413 10/17/2012			
Transaction Date	10/22/2012	MAIN CHECKING G 10100	Total	\$133.20
Refer	58900 <u>EXTREME BEVERAGE, LLC</u>			
Cash Payment	E 609-49750-259 Other For Resale			\$67.00
Invoice	W-632860 10/7/2012			
Transaction Date	10/22/2012	MAIN CHECKING G 10100	Total	\$67.00
Refer	58901 <u>EMERGENCY APPARATUS MAIN, I</u>			
Cash Payment	E 101-42200-220 Repair/Maint Supply (GE			\$513.40
Invoice	63658 10/1/2012			
Cash Payment	E 101-42200-220 Repair/Maint Supply (GE			\$513.40
Invoice	63657 10/1/2012			
Transaction Date	10/22/2012	MAIN CHECKING G 10100	Total	\$1,026.80
Refer	58902 <u>SUPERIOR LUMBER & SPORTS</u>			
Cash Payment	E 101-42200-221 Equipment Parts/Building			\$73.73
Invoice	186690 8/29/2012			
Transaction Date	10/22/2012	MAIN CHECKING G 10100	Total	\$73.73
Refer	58903 <u>BOREAL ACCESS</u>			
Cash Payment	E 101-42200-200 Office Supplies (GENER			\$89.85
Invoice	121016-0873 10/16/2012			
Cash Payment	E 101-45100-210 Operating Supplies (GEN			\$47.95
Invoice	121016-0147 10/16/2012			
Transaction Date	10/22/2012	MAIN CHECKING G 10100	Total	\$137.80
Refer	58904 <u>COMO OIL & PROPANE</u>			
Cash Payment	E 101-42200-217 Heating Fuel			\$455.76
Invoice	534271 10/1/2012			



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Transaction Date	10/22/2012	MAIN CHECKING G	10100	Total	\$455.76
Refer	58905 <u>G&K SERVICES</u>				
Cash Payment	E 101-41940-210 Operating Supplies (GEN				\$379.05
Invoice	1229170465	10/9/2012			
Transaction Date	10/22/2012	MAIN CHECKING G	10100	Total	\$379.05
Refer	58906 <u>DULUTH PAPER & SPECIALTIES C</u>				
Cash Payment	E 101-41940-210 Operating Supplies (GEN				\$245.28
Invoice	DI339961	10/4/2012			
Transaction Date	10/22/2012	MAIN CHECKING G	10100	Total	\$245.28
Refer	58907 <u>STOCKMAN, TOM</u>				
Cash Payment	E 101-43100-430 Miscellaneous (GENERA				\$178.00
Invoice	SAFETY BOOTS	10/12/2012			
Transaction Date	10/22/2012	MAIN CHECKING G	10100	Total	\$178.00
Refer	58908 <u>FIRE & INDUSTRIAL SALES, INC.</u>				
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE				\$44.55
Invoice	91847	10/2/2012			
Cash Payment	E 101-45124-220 Repair/Maint Supply (GE				\$28.55
Invoice	91847	10/2/2012			
Cash Payment	E 101-45184-220 Repair/Maint Supply (GE				\$16.55
Invoice	91847	10/2/2012			
Cash Payment	E 613-45125-211 Operating Supplies				\$32.55
Invoice	91847	10/2/2012			
Cash Payment	E 101-42700-221 Equipment Parts/Builing				\$12.55
Invoice	91847	10/2/2012			
Cash Payment	E 101-41940-220 Repair/Maint Supply (GE				\$40.55
Invoice	91847	10/2/2012			
Cash Payment	E 101-41940-220 Repair/Maint Supply (GE				\$12.55
Invoice	91847	10/2/2012			
Cash Payment	E 101-41940-220 Repair/Maint Supply (GE				\$24.55
Invoice	91847	10/2/2012			
Cash Payment	E 101-43100-220 Repair/Maint Supply (GE				\$40.55
Invoice	91847	10/2/2012			
Transaction Date	10/23/2012	MAIN CHECKING G	10100	Total	\$252.95
Refer	58909 <u>MCI MEGA PREFERRED</u>				
Cash Payment	E 101-41400-321 Telephone				\$40.62
Invoice	08678993875	10/13/2012			
Cash Payment	E 211-45500-321 Telephone				\$6.85
Invoice	08678993875	10/13/2012			
Cash Payment	E 609-49750-321 Telephone				\$1.71
Invoice	08678993875	10/13/2012			
Cash Payment	E 101-45124-321 Telephone				\$3.15
Invoice	08678993875	10/13/2012			
Cash Payment	E 613-45125-321 Telephone				\$6.87
Invoice	08678993875	10/13/2012			
Cash Payment	E 101-43100-321 Telephone				\$1.32
Invoice	08678993875	10/13/2012			
Transaction Date	10/23/2012	MAIN CHECKING G	10100	Total	\$60.52



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Refer 58910 DEX MEDIA EAST LLC				
Cash Payment	E 613-45125-321 Telephone			\$12.45
Invoice	110220315	10/1/2012		
Transaction Date	10/23/2012	MAIN CHECKING G	10100	Total \$12.45
Refer 58911 ARROWHEAD ELECTRIC				
Cash Payment	E 613-45125-380 Utility Services (GENER			\$232.00
Invoice	763.000	9/30/2012		
Cash Payment	E 613-45125-380 Utility Services (GENER			\$173.00
Invoice	4256.000	9/30/2012		
Transaction Date	10/23/2012	MAIN CHECKING G	10100	Total \$405.00
Refer 58912 GUNFLINT GARDENS				
Cash Payment	E 613-45125-211 Operating Supplies			\$165.00
Invoice	1092012			
Transaction Date	10/23/2012	MAIN CHECKING G	10100	Total \$165.00
Refer 58913 BUCK S HARDWARE HANK				
Cash Payment	E 613-45125-211 Operating Supplies			\$75.16
Invoice	1848	10/1/2012		
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE			\$211.16
Invoice	1848	10/1/2012		
Transaction Date	10/23/2012	MAIN CHECKING G	10100	Total \$286.32
Refer 58914 EDWIN E. THORESON, INC.				
Cash Payment	E 613-45125-211 Operating Supplies			\$315.39
Invoice	20097	10/15/2012		
Transaction Date	10/23/2012	MAIN CHECKING G	10100	Total \$315.39
Refer 58915 NINAWORKS!				
Cash Payment	E 101-45100-340 Advertising			\$700.00
Invoice	NSV13021	10/7/2012		
Cash Payment	E 101-45124-340 Advertising			\$200.00
Invoice	NSV13021	10/7/2012		
Cash Payment	E 613-45125-340 Advertising			\$79.00
Invoice	NSV13021	10/7/2012		
Transaction Date	10/23/2012	MAIN CHECKING G	10100	Total \$979.00
Refer 58916 ARCO COFFEE				
Cash Payment	E 101-45100-200 Office Supplies (GENER			\$210.57
Invoice	174146	8/13/2012		
Transaction Date	10/23/2012	MAIN CHECKING G	10100	Total \$210.57
Refer 58917 NORTH SHORE WASTE				
Cash Payment	E 101-45100-384 Refuse/Garbage Disposa			\$3,000.00
Invoice	2530	9/30/2012		
Cash Payment	E 101-45124-384 Refuse/Garbage Disposa			\$144.00
Invoice	2530	9/30/2012		
Transaction Date	10/23/2012	MAIN CHECKING G	10100	Total \$3,144.00
Refer 58918 NORTHERN WILDS				
Cash Payment	E 101-45124-340 Advertising			\$81.00
Invoice	8854	10/1/2012		
Transaction Date	10/23/2012	MAIN CHECKING G	10100	Total \$81.00



City of Grand Marais

CITY OF GRAND MARAIS Payments

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Current Period: November 2012

Refer 58919 G&G SEPTIC

Cash Payment	E 101-45189-418 Portable Toilet Rentals			\$1,919.70
Invoice	5058	10/3/2012		
Cash Payment	E 101-45100-418 Portable Toilet Rentals			\$355.52
Invoice	5058	10/3/2012		
Cash Payment	E 101-45184-418 Portable Toilet Rentals			\$177.76
Invoice	5058	10/3/2012		

Transaction Date	10/23/2012	MAIN CHECKING G	10100	Total	\$2,452.98
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Refer 58920 GENE S FOODS

Cash Payment	E 101-45100-429 Entertainment			\$16.21
Invoice	00141072	9/3/2012		

Transaction Date	10/23/2012	MAIN CHECKING G	10100	Total	\$16.21
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Refer 58921 COMO OIL & PROPANE

Cash Payment	E 101-45124-217 Heating Fuel			\$1,451.23
Invoice	621999	10/13/2012		
Cash Payment	E 101-41940-217 Heating Fuel			\$653.53
Invoice	536709	10/8/2012		

Transaction Date	10/23/2012	MAIN CHECKING G	10100	Total	\$2,104.76
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Refer 58922 NORTH SHORE OIL AND PROPAN

Cash Payment	E 101-45184-215 Marina Fuel for Resale			\$1,960.00
Invoice	U01100	10/17/2012		

Transaction Date	10/23/2012	MAIN CHECKING G	10100	Total	\$1,960.00
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Refer 58923 BUCK S RADIO SHACK

Cash Payment	E 101-45100-258 Cable TV Expense			\$21.58
Invoice	10138479	9/10/2012		
Cash Payment	E 101-45100-258 Cable TV Expense			\$23.71
Invoice	10138382	9/7/2012		

Transaction Date	10/23/2012	MAIN CHECKING G	10100	Total	\$45.29
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Refer 58924 THOMPSON PERFORMANCE

Cash Payment	E 101-45100-220 Repair/Maint Supply (GE			\$49.41
Invoice	19492	8/14/2012		

Transaction Date	10/23/2012	MAIN CHECKING G	10100	Total	\$49.41
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Refer 58925 PEDERSON S DISPOSAL

Cash Payment	E 101-45100-384 Refuse/Garbage Disposa			\$10.30
Invoice	283712	10/9/2012		

Transaction Date	10/23/2012	MAIN CHECKING G	10100	Total	\$10.30
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Refer 58926 US POSTMASTER

Cash Payment	E 211-45500-322 Postage			\$45.00
Invoice	LIB.POSTAGE	10/23/2012		

Transaction Date	10/23/2012	MAIN CHECKING G	10100	Total	\$45.00
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Refer 58927 VINOCOPIA

Cash Payment	E 609-49750-251 Liquor For Resale			\$160.00
Invoice	0065321-IN	10/19/2012		
Cash Payment	E 609-49750-333 Freight and Express			\$8.00
Invoice	0065321-IN	10/19/2012		

Transaction Date	10/23/2012	MAIN CHECKING G	10100	Total	\$168.00
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CITY OF GRAND MARAIS

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Payments

Current Period: November 2012

Refer 58928 TWIN PORTS PAPER & SUPPLY IN

Cash Payment	E 609-49750-210 Operating Supplies (GEN)		\$159.32
Invoice	115575	10/2/2012	
Cash Payment	E 609-49750-210 Operating Supplies (GEN)		\$54.89
Invoice	116796	10/16/2012	
Cash Payment	E 609-49750-210 Operating Supplies (GEN)		-\$46.98
Invoice	117160	10/19/2012	
Transaction Date	10/23/2012	MAIN CHECKING G 10100	Total \$167.23

Refer 58935 JOHNSON BROTHER LIQUOR

Cash Payment	E 609-49750-251 Liquor For Resale		\$3,490.60
Invoice	1418578	10/24/2012	
Cash Payment	E 609-49750-333 Freight and Express		\$108.35
Invoice	1418578	10/24/2012	
Cash Payment	E 609-49750-252 Beer For Resale		\$39.25
Invoice	1418579	10/24/2012	
Cash Payment	E 609-49750-251 Liquor For Resale		-\$10.39
Invoice	552221	10/16/2012	
Cash Payment	E 609-49750-251 Liquor For Resale		-\$11.03
Invoice	552222	10/16/2012	
Cash Payment	E 609-49750-251 Liquor For Resale		-\$11.03
Invoice	552223	10/16/2012	
Transaction Date	10/26/2012	MAIN CHECKING G 10100	Total \$3,605.75

Refer 58936 PHILLIPS WINE & SPIRITS

Cash Payment	E 609-49750-251 Liquor For Resale		\$2,802.56
Invoice	2322268	10/24/2012	
Cash Payment	E 609-49750-259 Other For Resale		\$56.00
Invoice	2322268	10/24/2012	
Cash Payment	E 609-49750-333 Freight and Express		\$103.44
Invoice	2322268	10/24/2012	
Transaction Date	10/26/2012	MAIN CHECKING G 10100	Total \$2,962.00

Refer 58937 WINE MERCHANTS

Cash Payment	E 609-49750-333 Freight and Express		\$30.84
Invoice	428900	10/24/2012	
Cash Payment	E 609-49750-251 Liquor For Resale		\$1,058.00
Invoice	428900	10/24/2012	
Transaction Date	10/26/2012	MAIN CHECKING G 10100	Total \$1,088.84

Refer 58938 JAY CARLSON EXCAVATING

Cash Payment	E 613-45125-522 Capital Outlay (Construct Golf Course Solar Panels		\$1,206.00
Invoice	Golf Course Sol	10/15/2012	
Transaction Date	10/26/2012	MAIN CHECKING G 10100	Total \$1,206.00

Refer 58939 DUNSMOOR, ANNETTE (KIM)

Cash Payment	E 101-41400-330 Transportation/School		\$141.61
Invoice	GFOA Advanced	10/26/2012	
Transaction Date	10/26/2012	MAIN CHECKING G 10100	Total \$141.61

Refer 58940 GOV. FINANCE OFFICERS ASSOC.

Cash Payment	E 101-41400-436 Membership Dues	Annette K. Dunsmoor	\$160.00
Invoice	A. Dunsmoor	10/25/2012	



CITY OF GRAND MARAIS

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Payments

City of Grand Marais

Current Period: November 2012

Transaction Date	10/26/2012	MAIN CHECKING G 10100	Total	\$160.00
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Fund Summary

	10100 MAIN CHECKING GMSB	
101 GENERAL FUND		\$70,966.16
211 LIBRARY		\$51.85
609 MUNICIPAL LIQUOR FUND		\$9,608.27
613 GOLF COURSE		\$2,297.42
		<hr/>
		\$82,923.70

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$82,923.70
Total	<hr/> \$82,923.70



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
 444 Cedar St., Suite 222, St. Paul MN 55101
 (651)201-7512 TTY (651)282-6555
 www.dps.state.mn.us/alcgamb/alcgamb.html



RENEWAL OF CONSUMPTION & DISPLAY PERMIT

Permit Fee \$250 (Renewal Date: April 1)

MAKE CHECKS PAYABLE TO: ALCOHOL & GAMBLING ENFORCEMENT DIVISION

7320	PUBLIC
Cook County Curling Club Inc. Cook County Curling Club PO Box 176/Community Center Grand Marais, MN 55604	

IF NAME AND ADDRESS
SHOWN ARE NOT CORRECT,
MAKE CHANGES BELOW

Worker's Comp Ins. Co. None - NO EMPLOYEES Policy No. _____ Policy Period _____

City/County where permit Approved: Grand Marais, MN, Cook County

Permit Name: Cook County Curling Club, Inc

Trade Name: Same

Location Address: P.O. Box 176, Community Center, 57th St.

City, State, ZIP Code: Grand Marais, MN 55604

Business Phone: 218-387-1180 (GF Moravia, Texas)

By signing this renewal application, applicant certifies that there has been no change in ownership, corporate officers, bylaws, membership, partners, home addresses, or telephone numbers. If changes have occurred during the past 12 months, please give details on the back of this renewal, then sign below.

Applicants's signature on this renewal confirms the following: Failure to report any of the following will result in fines.

1. Applicant confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
2. Applicant confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
3. Applicant confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on the back of this renewal, then sign below.
4. Applicant confirms that Workers Compensation insurance is in effect for the full license period.
5. Applicant confirms, no club on-sale intoxicating liquor license is held.
6. Applicant confirms business premises are separate from any other business establishment.

Applicants Signature C.C. Curling Club by J.M. Texas Date 10/16/12
 (Signature certifies all above information to be correct and permit has been approved by city/county.)

City Clerk/County Auditor _____ Date _____
 (Signature certifies that a consumption and display permit has been approved by the city/county as stated above.)

Amount Received _____

Indicate below changes of corporate officers, partners, home addresses or telephone numbers:

BILL PARISH, PRES

JOHN SMITH, VP + SEC

GEORGE MORUSIN, TREAS

STEVE HUDLER, BRO MEMBER

ANDREW SMITH, BRO MEMBER

Report below details of liquor law violations (civil or criminal) that have occurred within the last five years. (Dates, offenses, fines or other penalties, including Liquor Control Penalties):

NONE

Report below details involving any license rejections or revocations:

NONE

City/County Comments:

**CITY OF GRAND MARAIS
LICENSE APPLICATION FOR ON-SALE INTOXICATING LIQUOR LICENSE**

No license will be approved or recorded until the 21-00 Retailer ID Card fee is received by Minnesota Liquor Control.

Under Minnesota Law, the agency issuing this license is required to provide to the MN Commissioner of Revenue your Minnesota business tax identification number and the Social Security number of each license applicant.

Under the Minnesota Government Data Practices and the Federal Privacy Act of 1974, we must advise you that:

- This information may be used to deny the issuance of transfer of your license if you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest, or if you are otherwise ineligible for the license applied for;
- The municipal license agency will supply it only to the Minnesota Department of Public Safety and the Minnesota Department of Revenue. However, under the Federal Exchange of Information Act, the Department of Revenue is allowed to supply this information to the Internal Revenue Service; and
- Failing to supply this information may jeopardize or delay the issuance of your license or the processing of your renewal.

PLEASE FILL IN THE FOLLOWING INFORMATION AND RETURN THIS FORM ALONG WITH THE APPLICATION FEES TO THE CITY OFFICE. ATTACH ADDITIONAL SHEETS IF NEEDED. THIS INFORMATION IS USED TO EVALUATE YOUR LICENSE APPLICATION. FAILURE TO PROVIDE THIS INFORMATION WILL RESULT IN DENIAL OF THE LICENSE BEING APPLIED FOR.

Harbor House Grille

Name of Business license is being applied for				Renewal Date	
<u>411 W Hwy 61</u>		<u>Grand Marais MN</u>		<u>55604</u>	<u>218 387-1889</u>
Business Address		City		State	Zip
<u>2695589</u>					
MN Tax Identification #			Federal Tax Identification #		

Give name, residence, DOB, Social Security Number, title and age for all partners, or the officers and directors of a partnership or corporation, and the percent of stock held by each officer, if applicable.

Name <u>Russel E Straub</u>	Social Security # <u>1</u>	Title <u>owner</u>	DOB <u>1</u>	Percent stock or partnership interest <u>100%</u>	
Address <u>159 Linnell Rd</u>		City <u>Grand Marais</u>	State <u>MN</u>		
Name	Social Security #	Title	DOB	Percent stock or partnership interest	
Address		City	State		
Name	Social Security #	Title	DOB	Percent stock or partnership interest	
Address		City	State		
Date of incorporation	State of incorporation	Certificate Number	Is corporation authorized to do business in Minnesota? <input type="checkbox"/> Yes - <input type="checkbox"/> No		

1. Describe premises to be licensed (location, facilities).

Floor establishment is located on	Seating capacity <u>65</u>	Hours food will be available <u>11:00 am - 10:00 pm</u>	Number of people restaurant employs <u>4-6</u>
Number of months per year establishment will be open <u>12</u>	Name of manager <u>Russel E Straub & Cindy Carpenter Straub</u>		Name of property owner: <u>Russel E Straub & Cindy Carpenter Straub</u>

2. If this restaurant is in conjunction with any other business, describe the business.

Yes No 3. Has applicant, partners, officers or employees ever had any Liquor Law violations in Minnesota or elsewhere, including State Liquor Control Penalties? If yes, give date, charges and final outcome.

Yes No 4. Is the applicant or any of the associates in this application a member of the City Council in which the license will be issued? If yes, in what capacity?
(If the applicant for this license or any of the associates is the spouse of a member of the governing body or where a family relationship exists, the member shall not vote on this application.)

- Yes No 5. Have the applicants any interest, directly or indirectly, in any other liquor establishment?
- Yes No 6. During the past three license years, has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S. 340A.802? If yes, attach a copy of the summons.
- Yes No 7. Will you serve liquor on Sunday?
- Yes No 8. Has a restaurant license been issued by the state or local health department for this establishment?

References:

Pete / Carline Gresczyk	387-1537 or 387-2122
Barb Borman	387-1540 or 387-2841
Bob Carter	387-9193 or 387-2131

I certify that I have read the above questions and that the answers are true and correct to the best of my own knowledge.

Donald Edward [Signature] Owner/Operator 10/22/12
 Signature Title Date

The Licensee must have one of the following. Check one

- A. Liquor Liability Insurance (Dram Shop) - \$50,000 per person; \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support. ATTACH "CERTIFICATE OF INSURANCE" TO THIS FORM.
- or
- B. A Surety bond from a surety company with minimum coverage as specified above in A.
- or
- C. A certificate from the State Treasurer that the licensee has deposited with the State, Trust Funds having a market value of \$10,000 or \$ 100,000 in cash or securities.

REPORT BY CITY ATTORNEY

I certify that to the best of my knowledge the applicants named above are eligible to be licensed. Yes No
 If no, state reason:

Signature of City Attorney: _____ Date: _____

REPORT BY SHERIFF

I certify that to the best of my knowledge, the applicants named above have not been convicted within the last five years for any violations of state law or municipal ordinance relating to the sale of liquor, except as follows:

Signature of Sheriff: _____ Date: _____

IMPORTANT NOTICE
ALL RETAIL LIQUOR LICENSEES MUST HAVE A CURRENT FEDERAL
SPECIAL OCCUPATIONAL STAMP. THIS STAMP IS ISSUED BY THE
BUREAU OF ALCOHOL, TOBACCO AND FIREARMS. FOR INFORMATION
CALL (651)726-0220



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Security State Agency PO Box 789 Grand Marais, MN 55604	CONTACT NAME: Paul Coe PHONE (A/C, No, Ext): (218) 387-1540 FAX (A/C, No): (218) 387-2689 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Scottsdale Insurance Company</td> <td>41297</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Scottsdale Insurance Company	41297	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Scottsdale Insurance Company	41297													
INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED Harbor House Grill, LLC 159 Linnell Road Grand Marais, MN 55604														

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

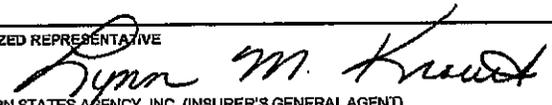
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			CPS1614616	11/01/2012	10/01/2013	Each Common Cause \$1,000,000. Aggregate \$2,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**
 City of Grand Marais
 PO Box 600
 Grand Marais, MN 55604

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


 NORTHERN STATES AGENCY, INC. (INSURER'S GENERAL AGENT)

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City of Grand Marais

MEMO

TO: Mayor Carlson
City Council
FROM: Michael J Roth, City Administrator
DATE: October 25, 2012
SUBJECT: Cook County Whole Foods Coop Land Use Permit

Attached is a land use permit for the Cook County Whole Foods Coop (Coop) expansion project. Normally a land use permit is approved administratively unless a variance or conditional use is required. In this case, the proposed building plan would encroach slightly on an easement in favor of the City to accommodate the utility service lines for Stone Harbor. These lines were installed when the Coop and Stone Harbor were owned by the same person.

As you can see in the attached letter from the Coop General Manager, they would like permission to have their footings extend 6" into the easement, a roof overhang extend 18" into the easement, and foam insulation buried 2' deep to extend 4' into the easement and also into the street right of way. Last, they are asking for permission to place their propane tank in the right of way of 1st Avenue behind their building and adjacent to the storm water pond. We have asked for written documentation from their propane provider indicating the proposed placement of the tank meets code requirements.

The overhang of the building has the potential to interfere with the maintenance of the service lines, making it slightly more difficult to maneuver equipment. Given the location of the lines, and the size and height of the overhang, we will still be able to access them. They will be locating a removable loading dock in this area.

The foam placed in the easement and right of way is of no consequence as we can easily dig through it as needed and have no obligation to protect or replace it.

I have already spoken with Chris regarding a lease agreement for the location of the propane tank. We are waiting for the requested documentation from the provider before proceeding.

Cook County Whole Foods Co-op
PO Box 813
20 East 1st St
Grand Marais, MN 55604

October 10, 2012

Mike Roth, City Administrator
Grand Marais, MN 55604

Re: Cook County Whole Foods Co-op
New Building

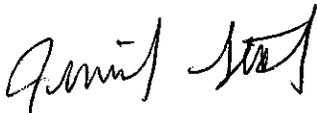
Dear Mr. Roth,

Thank you for reviewing our building plans with us this morning. We are enclosing our permit applications and checks for the Land Use Permit (\$250) and the Public Utility Permit (\$500). We have also included our site plan, floor plan, elevations and land survey.

We want to ask the city council to approve our site plan. Our current layout reduces the impact on the city parking lot, and holds the rear of the building to the edge of the utility easement. We will extend into the easement with the building footings about 6". Our roof overhang soffit is also over the easement by 18", but it is about 15'6" – 16' above the rear grade. We will also place 4" of horizontal foam about 2' below grade and extending out 4' on the rear, where it will extend into the utility easement. The foam will also extend out 4' on the north side and encroach on the parkway. We understand that the city reserves the right to dig thru the foam if need arises. We hope that our plans meet with approval by the city council.

Our propane tank supplier will send you a letter covering our code compliance at the location shown. We understand that after you receive the letter, the city will prepare a lease for its placement on the city property.

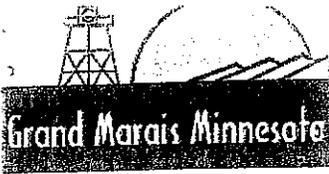
Sincerely,



Jennifer Stoltz
General Manager
Cook County Whole Foods Co-op



Arno Kahn
Builders Commonwealth



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

Application Number:

A. GENERAL INFORMATION

Owner(s) Name(s): (Last, First, M.I.) Cook County Whole Foods Corp		Building Contractor's Name and License Number: Builders Commonwealth Inc. #005152	
Mailing Address: PO Box 813, Grand Marais		Street Address of Subject Property: 20 East 1st St	
Daytime Telephone Number: 218-387-2503	Evening Telephone Number: 218-370-9953	Access to property: 8 Am - 7 PM	

B. PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lot(s) 1, 2; Block 31; Plat Name: Village

OR:

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

Zone District: _____ Highway / Road / Street: _____

Parcel Identification Number: 80-131-0010

C. PROJECT INFORMATION

1. Type of Project A. <input checked="" type="checkbox"/> New Building B. <input type="checkbox"/> Addition C. <input type="checkbox"/> Relocation D. <input type="checkbox"/> Foundation Only E. <input type="checkbox"/> Fence F. <input type="checkbox"/> Other (specify) _____		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>10,640 sq ft</u></td></tr> <tr><td>B. Lot width at building line:</td><td><u>79.92 ft</u></td></tr> <tr><td>C. Lot depth:</td><td><u>132.80 ft</u></td></tr> <tr><td>D. Lake/Stream setback:</td><td><u>— ft</u></td></tr> <tr><td>E. Vegetation setback:</td><td><u>— ft</u></td></tr> <tr><td>F. Road setback:</td><td><u>9'0" ft</u></td></tr> <tr><td>G. Right of way setback:</td><td><u>— ft</u></td></tr> <tr><td>H. Side lot setback:</td><td><u>5'1" ft</u></td></tr> <tr><td>I. Rear lot line setback:</td><td><u>12'0" ft</u></td></tr> </table>		A. Area in squared feet or acres:	<u>10,640 sq ft</u>	B. Lot width at building line:	<u>79.92 ft</u>	C. Lot depth:	<u>132.80 ft</u>	D. Lake/Stream setback:	<u>— ft</u>	E. Vegetation setback:	<u>— ft</u>	F. Road setback:	<u>9'0" ft</u>	G. Right of way setback:	<u>— ft</u>	H. Side lot setback:	<u>5'1" ft</u>	I. Rear lot line setback:	<u>12'0" ft</u>
A. Area in squared feet or acres:	<u>10,640 sq ft</u>																						
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H. Side lot setback:	<u>5'1" ft</u>																						
I. Rear lot line setback:	<u>12'0" ft</u>																						
4. Lake/Stream Name: _____ 5. Lake/Stream I.D. Number: _____		7. Structure Type: A. <input type="checkbox"/> Residence B. <input type="checkbox"/> Garage C. <input type="checkbox"/> Office D. <input type="checkbox"/> Storage E. <input checked="" type="checkbox"/> Commercial F. <input type="checkbox"/> Industrial G. <input type="checkbox"/> Warehouse H. <input type="checkbox"/> Deck																					
6. If the building site is substandard under the current zoning ordinance, do you claim that the lot is "grandfathered" in? <input type="checkbox"/> Yes <input type="checkbox"/> No Explain: _____		8. Sewage Disposal: A. <input type="checkbox"/> Public B. <input type="checkbox"/> Drainfield C. <input type="checkbox"/> Holding Tank D. <input type="checkbox"/> Alternative System																					
		9. Water Supply: A. <input checked="" type="checkbox"/> Public B. <input type="checkbox"/> Private Well																					

D. STRUCTURE DATA

<p>1. Structure Dimensions:</p> <p>A. Length: <u>100' 2 1/2" ft</u></p> <p>B. Width: <u>74' 2" ft</u></p> <p>C. Area:</p> <p style="padding-left: 20px;">Basement: <u>— ft</u></p> <p style="padding-left: 20px;">First Floor: <u>7100 sq ft ±</u></p> <p style="padding-left: 20px;">Second Floor: <u>— ft</u></p> <p style="padding-left: 20px;">Total Area: <u>7100 sq ft</u></p>	<p>2. Type of Construction:</p> <table style="width:100%;"> <tr> <td><input type="checkbox"/> Wood Frame</td> <td><input type="checkbox"/> Pole Building</td> </tr> <tr> <td><input checked="" type="checkbox"/> Masonry</td> <td><input type="checkbox"/> On-site Prefab</td> </tr> <tr> <td><input type="checkbox"/> Metal</td> <td><input type="checkbox"/> Off-site Prefab</td> </tr> <tr> <td><input type="checkbox"/> Log</td> <td><input type="checkbox"/> Other (specify)</td> </tr> </table> <p align="center"><u>Masonry Exterior Walls, Wood Roof</u></p>	<input type="checkbox"/> Wood Frame	<input type="checkbox"/> Pole Building	<input checked="" type="checkbox"/> Masonry	<input type="checkbox"/> On-site Prefab	<input type="checkbox"/> Metal	<input type="checkbox"/> Off-site Prefab	<input type="checkbox"/> Log	<input type="checkbox"/> Other (specify)
<input type="checkbox"/> Wood Frame	<input type="checkbox"/> Pole Building								
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<input type="checkbox"/> Metal	<input type="checkbox"/> Off-site Prefab								
<input type="checkbox"/> Log	<input type="checkbox"/> Other (specify)								
<p>3. Documents Attached</p> <table style="width:100%;"> <tr> <td><input type="checkbox"/> Sketch Plan</td> <td><input checked="" type="checkbox"/> Lot Survey</td> </tr> <tr> <td><input checked="" type="checkbox"/> Elevation Views</td> <td><input type="checkbox"/> Other (specify)</td> </tr> <tr> <td><input checked="" type="checkbox"/> Plan View</td> <td></td> </tr> </table>	<input type="checkbox"/> Sketch Plan	<input checked="" type="checkbox"/> Lot Survey	<input checked="" type="checkbox"/> Elevation Views	<input type="checkbox"/> Other (specify)	<input checked="" type="checkbox"/> Plan View		<p>4. Maximum Building Height: <u>15' 4" (Parapet @ South 18' 0" Flat Roof)</u></p> <p>5. Cost of Improvements: <u>\$ 1.2 million ±</u></p>		
<input type="checkbox"/> Sketch Plan	<input checked="" type="checkbox"/> Lot Survey								
<input checked="" type="checkbox"/> Elevation Views	<input type="checkbox"/> Other (specify)								
<input checked="" type="checkbox"/> Plan View									

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

[Signature]
Signature of applicant(s)

10/10/12
Date

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

General Checklist

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

Water Resource Checklist

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

DO NOT WRITE BELOW THIS LINE

<p>I hereby certify that the applicant herein has applied and paid for all permits required by the Grand Marais Public Utilities Commission in connection with the project described herein.</p>	<p>Fee of \$ <u>20</u> Paid</p> <p>Date _____</p>
<p>BY: _____ Signature of Director of Public Works, City of Grand Marais</p>	
<p>Remarks:</p>	

The attached Application for Permit is hereby: Approved Denied

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

BY: _____ Date _____
Signature of Zoning Administrator, City of Grand Marais

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

City of Grand Marais

MEMO

TO: Mayor Carlson
City Council

FROM: Michael J Roth, City Administrator

DATE: October 25, 2012

SUBJECT: Cook County Community Center Cost Share Agreement

Background

The County provided us with a draft of the Community Center Cost share agreement on October 9. This draft was designed around the agreement reached between the City and the County at a joint meeting in September. City attorney Hood has reviewed the agreement and incorporated a number of changes. I met with County representatives this week to review those changes. They are preparing a final draft based on our discussion, which I anticipate receiving and distributing prior to the City Council meeting.

Draft

Included in your packet is the version of the draft with the changes suggested by Chris, but before the final changes from the County. The areas that will potentially be changed are the cost share escalator, language about the capital fund, the term, and a few other minor changes. The County will also be proposing a small change to the liability language which will need to be discussed with Chris when we get it.

Cost Share Escalator

The original County proposal was for the \$100,000 maximum to increase by no more than 5% annually. We suggested no more than 2%, observing that like the library shared agreement, the maximum becomes the target. The new proposal will be for the maximum increase to be the lesser of an index such as the CPI or 5%. This would allow for a smaller increase with the economy in its current state, but a greater increase when appropriate.

Capital Fund

The first draft inadequately describes the capital fund to which the City and County agreed to contribute \$10,000 annually. Will be clarified that the fund is held and controlled by the County, and describe what the fund may be used for. There is language in the County-YMCA management agreement that they will copy in this contract.

Term

The original draft included a 99 year term. Our suggestion was a 20 year term with 5 year extensions. The County will be proposing a longer term, such as 49 years.

JOINT POWERS AGREEMENT
Providing for Shared Costs of Cook County Community Center

THIS JOINT POWERS AGREEMENT (the "Agreement") is made pursuant to Minn. Stat. §471.59 and is by and between **COOK COUNTY**, a Minnesota municipal corporation (the "County") and the **CITY OF GRAND MARAIS**, a Minnesota municipal corporation (the "City"), (hereinafter collectively referred to as the "Parties").

WHEREAS, the County will be constructing and will thereafter own and operate the Cook County Community Center located within the City; and

WHEREAS, the Cook County Community Center will benefit the constituents of both the City and the County; and

WHEREAS, Minn. Stat. § 471.59 authorizes two or more governmental units to enter into agreements to jointly or cooperatively exercise any power common to the contracting parties or any similar power; and

WHEREAS, the County desires that the City assist the County with contributing to the costs of those future operating losses that may occur related to the operation of the Cook County Community Center building; and

WHEREAS, the City desires to have the Cook County Community Center be successful on an ongoing basis and is willing to contribute to pay a portion of those future operating losses that may occur related to the operation of the Cook County Community Center building as provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and consideration herein contained, the Parties agree as follows:

ARTICLE I
PURPOSE

The operation of the Cook County Community Center (the "Community Center") represents a cooperative effort between the County and the City to provide recreational facilities for the use of the citizens of Grand Marais and Cook County. The purpose of this Agreement is to implement procedures for the sharing of costs by the County and the City for the Community Center. It is the belief of the County and City that the constituents of both are served by this cooperative effort and that such effort permits recreational facilities for use by their constituents to be provided in an economic and efficient manner.

ARTICLE II
POLICIES AND PROCEDURES

Section 1. The use of the Community Center will be under the control of the County who has contracted with the Duluth Area Family YMCA (the "YMCA") pursuant to that certain

Management Agreement dated effective _____, 2012 (the "Management Agreement") and in accordance with applicable County policies and procedures.

Section 2. The County, through the YMCA, shall establish the schedule of operating hours, events, services and programs for the use of the Community Center consistent with the Management Agreement and this Agreement.

ARTICLE III **COST SHARING**

Section 1. CITY. In consideration of the services provided to its residents, the City shall:

- (i) Annually contribute (on or before _____ of the following year) to the County half fifty percent (50%) of the prior year's annual operating losses based on costs of maintenance of and programming related to the Community Center building (not including any outdoor recreation areas or amenities) up to \$100,000—~~for~~, which amount shall increase no more than two percent (52%) annually; *provided, however*, that if such increase is greater than two percent (52%) such greater amount must be approved by the City. The County portion of the above-described operating loss related to the Community Center building shall be based on a tax levy upon property located outside the City. The County shall annually invoice the City for the City's portion of the operating loss up to the maximum two percent increase as applicable at least 60 days prior to the payment date and shall include a separate itemized accounting of the operating loss with the County's invoice. Any request for additional payments for operating losses above the two percent maximum increase in any given year shall be by separate written request from the County; and

[Note: see library contract for source of language concept]

- (ii) Pay fifty percent (50%) of the YMCA personnel costs for the 6-month period prior to the official opening of the YMCA in the year that the Community Center building commences operation, up to a maximum of \$35,000; and
- (iii) Annually contribute \$10,000 to the YMCA—the Community Center capital improvement fund. The County shall annually provide the City an accounting of the Community Center capital improvement fund.

[Note: additional language is necessary detailing this arrangement]

- (iii)(iv) The City shall not be responsible for payment of any costs or expenses for or related to the Community Center except as otherwise provided in this Agreement.

Section 2. COUNTY. In consideration of the City's commitment to share the ongoing costs of maintenance and of the Community Center as ~~indicated~~ provided in Article III, Section 1(i) above, the County shall ~~pay 50% of the costs to:~~

- (i) Pay fifty percent (50%) of the costs to d~~emolish~~ and remove the existing City-owned swimming pool; and
- (ii) Pay fifty percent (50%) of the costs to s~~ettle~~ the case with Burbach Aquatics, Inc. (including the settlement amount as contained in that certain 2012 settlement and release agreement between Burbach Aquatics, Inc. and the City, along with~~and~~ the City's attorney fees incurred in settling such matter); and
- (iii) Annually contribute \$10,000 to the YMCA Community Center capital improvement fund. The County shall annually provide the City an accounting of the Community Center capital improvement fund.; and

[Note: additional language is necessary detailing this arrangement]

~~(iii)(iv)~~ Pay all other costs and expenses related to the Community Center.

ARTICLE IV FEES

The County and YMCA shall establish reasonable fees for the use of the Community Center according to the Management Agreement. Should the YMCA's management relationship with the County be terminated at any time pursuant to the terms of the Management Agreement, the County then would ~~ill~~ establish reasonable fees for the use of the Community Center.

ARTICLE V BOARD OF DIRECTORS

Management of the Cook County Family YMCA shall be pursuant to the Management Agreement between the County and Duluth YMCA. A representative appointed by the City Council shall serve on the Community Center Board of Directors.

[Note: additional language is necessary detailing this arrangement]

ARTICLE VI BUDGET

The YMCA Board of Directors (the "Board") shall develop its proposed operating budget and a budget for capital expenditures for each calendar year as described in the Management Agreement. The budget shall be timely provided to the City for its consideration at least 60 days prior to adoption by the County and the Board. The City may present comments about the budget to the County and Board, ~~but the City shall not have the right to disapprove~~

~~such budget beyond disapproval of any annual increase of more than 5%. All budgeting and payment shall be in accordance with Minnesota law.~~

ARTICLE VII **OWNERSHIP**

~~The County will own the Community Center and this Agreement provides the City no ownership interest in the Community Center as the intent of this Agreement is to allow the City to contribute financially to assist the County with the future operating losses of the Community Center. The County will be responsible for operation, maintenance, construction, repair and re-construction of the Community Center and all improvements thereto.~~

[Note: since ownership of this facility is exclusively with the County, both the insurance and indemnification provisions that must be changed reflect this fact, as this is not a typical joint powers arrangement contemplating a joint facility and joint governance]

ARTICLE VIII **INSURANCE**

~~The County and City will obtain liability insurance naming each other as an additional named insured for personal injury and property damage occurring at the Community Center. The County agrees that it will maintain liability insurance coverage in an amount consistent with Minnesota Statutes, Chapter 466 on the Community Center building and property and will name the City as an additional insured. The County's insurance policy and certificate shall not be cancelled or its conditions altered in any manner without 10 days prior written notice to the City Administrator of City. The County shall deliver to the City Administrator of the City, if requested by the City, certificates of all insurance required, signed by an authorized representative, and stating that all provisions of the specified requirements are satisfied. Notwithstanding any other provision to the contrary contained herein, if the County fails to maintain a policy of liability insurance as required herein for the term of this Agreement, the City may terminate this Agreement upon seven (7) days written notice to the County. The County knows, understands and acknowledges the risks and hazards associated with operating and maintaining the Community Center, and hereby assumes any and all risks and hazards associated therewith. The County hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the County as a result of operating or maintaining the Community Center or any of County's activities related thereto and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability, including for those related to the Management Agreement.~~

ARTICLE IX **HOLD HARMLESS**

The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. Under no circumstances, however, will the County be required to pay on behalf of itself and the City any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for both parties may not be added together to determine the maximum amount of liability for either party. The intent of this paragraph is to impose on the County a limited duty to defend and indemnify the City subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

ARTICLE VIII
DURATION TERM AND TERMINATION

This Agreement shall become effective when it has been executed by both the County and City and shall continue in effect for 99 years. This Agreement shall remain in full force and effect for a period of twenty (20) years from its effective date and shall automatically renew in five (5) year increments thereafter, unless the City or County within 180 days of the expiration of a respective period provides written notice of termination to the other party. Notwithstanding the foregoing, this Agreement may be terminated by mutual written agreement of the City and County.

ARTICLE IX
NOTICES; AMENDMENTS GENERAL TERMS

Section 1. NOTICES. Any notices provided in this Agreement shall be in writing and shall be deemed timely if mailed by certified mail or personally served on or before the date or period specified herein. All notices provided for in this Agreement shall be mailed or delivered as follows:

County: Cook County
411 West 2nd Street
Grand Marais, MN 55604
Attn: County Treasurer

City: City of Grand Marais
15 North Broadway, PO Box 600
Grand Marais, MN 55604
Attn: City Administrator

Section 2. AMENDMENTS TO THIS AGREEMENT; RENEGOTIATION. Amendments to this Agreement shall be in writing and signed by authorized representatives of the City and the County with the agreement of both the County and the City. During the term of this

Agreement, but not more often than once every five years, a party hereto may seek to renegotiate any term or condition hereof or to seek to include new terms or conditions herein. A request for renegotiation shall be made in writing to the other party and shall state with specificity what the party is proposing for inclusion or amendment. Both parties shall select representatives to meet and negotiate in good faith on their behalf on the proposal at least one time within sixty (60) days following the date of notice.

Section 3. VOLUNTARY AND KNOWING ACTION. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

Section 4. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

Section 5. ASSIGNMENT. This Agreement may not be assigned by either party without the written consent of the other.

Section 6. RECORDS—AVAILABILITY AND RETENTION. Pursuant to Minn. Stat. § 16C.05, subd. 5, the parties agree that either party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the City and County and involve transactions relating to this Agreement.

Section 7. COMPLIANCE WITH LAWS. The City and County shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the City and County are responsible.

Section 8. GOVERNING LAW. This Agreement shall be deemed to have been made and accepted in Cook County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.

Section 9. DATA PRACTICES. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

Section 10. NO WAIVER. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any

right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

Section 11. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

Section 12. ENTIRE AGREEMENT. These terms and conditions constitute the entire Agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.

Section 13. HEADINGS AND CAPTIONS. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

Section 14. RECITALS. The recitals hereto are made a part of this Agreement by reference.

Section 15. DISPUTE RESOLUTION. Any dispute concerning any provision of this Agreement, other than a default, shall be resolved as follows: The party which asserts a dispute shall first give notice thereof to the other party and specify the nature of the dispute and shall meet with such other party, within 30 days of the event giving rise to the dispute. Such notice shall set forth all reasons supporting the basis of the dispute. Within 30 days following the date of the notice, a meeting between the Parties shall be held to attempt in good faith to negotiate a resolution of the dispute or controversy prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster or another mediator mutually agreed upon by the Parties.

Section 16. FORCE MAJEURE. The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.

ARTICLE X
INTERPRETATION

The captions of the provisions of this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

ARTICLE XI
EFFECT

This Joint Powers Agreement constitutes the whole and entire agreement between the parties hereto.

ARTICLE XII
SEVERABILITY

The provisions of this Agreement shall be severable, and if any provision hereof on the application of any such provision under any circumstances is held to be invalid, it shall not affect any other provision of this Agreement or the application of any provision hereof.

ARTICLE XIII
HOLD HARMLESS

The County and the City hereby mutually agree to indemnify and defend each other from any claims brought or actions filed against either of the parties hereto for injury or death to any third person or persons, or damage to property of third persons, arising out of the negligent acts of the agents, employees, and representatives of either party. The intent of the indemnification requirement of this Article is to impose upon the party against whom a claim is being made a limited duty to defend and indemnify the other party for claims arising out of the actions of the employees, agents, or representatives of the party against whom the claim is being brought, subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating these reciprocal duties to defend and indemnify is to simplify the defense of liability claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney. Under no circumstances, however, shall either party to this Agreement be required to pay on behalf of itself or other parties any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466, applicable to only one party. The limits of liability for either of the parties may not be added together to determine the maximum of liability for any party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates set forth below.

CITY OF GRAND MARAIS
(a Minnesota municipal corporation)

COOK COUNTY
(a Minnesota municipal corporation)

By: _____
Its: Mayor

By: _____
Its: Board Chair

By: _____
Its: City Administrator

By: _____
Its: Auditor-Treasurer

Dated: _____

Dated: _____

DRAFT



CITY OF GRAND MARAIS

10/26/12 11:54 AM

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***Fund Summary -
Budget to Actual©**

September 2012

	2012 YTD Budget	September MTD Amount	2012 YTD Amount	2012 YTD Balance	2012 % YTD Budget
FUND 101 GENERAL FUND					
Revenue	\$2,064,415.53	\$172,426.03	\$1,582,561.24	\$481,854.29	76.66%
Expenditure	\$1,996,286.91	\$155,068.42	\$1,660,266.72	\$336,020.19	83.17%
		\$17,357.61	-\$77,705.48		
FUND 211 LIBRARY					
Revenue	\$239,944.00	\$142.16	\$237,345.38	\$2,598.62	98.92%
Expenditure	\$233,064.00	\$20,427.46	\$174,069.38	\$58,994.62	74.69%
		-\$20,285.30	\$63,276.00		
FUND 215 LIBRARY RESTRICTED FUND					
Revenue	\$2,000.00	\$1,441.95	\$13,643.43	-\$11,643.43	682.17%
Expenditure	\$0.00	\$5,645.66	\$18,115.69	-\$18,115.69	0.00%
		-\$4,203.71	-\$4,472.26		
FUND 216 MATHEWS MEMORIAL LIB FUND					
Revenue	\$0.00	\$32.40	\$340.74	-\$340.74	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$32.40	\$340.74		
FUND 220 STOREFRONT LOAN PROJECT					
Revenue	\$0.00	\$1,992.80	\$12,999.42	-\$12,999.42	0.00%
Expenditure	\$0.00	\$0.00	\$21,852.97	-\$21,852.97	0.00%
		\$1,992.80	-\$8,853.55		
FUND 230 CABLE TV FUND					
Revenue	\$5,200.00	\$0.00	\$2,190.71	\$3,009.29	42.13%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$2,190.71		
FUND 301 DEBT SERVICE FUND					
Revenue	\$800,881.21	\$49.75	\$825,958.93	-\$25,077.72	103.13%
Expenditure	\$1,155,665.00	\$0.00	\$1,155,115.00	\$550.00	99.95%
		\$49.75	-\$329,156.07		
FUND 427 EDA CEDAR GROVE BUSINESS PARK					
Revenue	\$0.00	\$2.62	\$24.06	-\$24.06	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$2.62	\$24.06		
FUND 601 WATER					
Revenue	\$438,582.66	\$34,690.12	\$306,856.43	\$131,726.23	69.97%
Expenditure	\$517,624.99	\$11,607.66	\$297,342.93	\$220,282.06	57.44%
		\$23,082.46	\$9,513.50		
FUND 602 SEWER					
Revenue	\$557,600.00	\$48,126.54	\$415,324.34	\$142,275.66	74.48%
Expenditure	\$560,858.00	\$32,205.54	\$754,569.22	-\$193,711.22	134.54%
		\$15,921.00	-\$339,244.88		
FUND 604 ELECTRIC					

note: paid off bond early 6/30/12



City of Grand Marais

CITY OF GRAND MARAIS

***Fund Summary -
Budget to Actual©**

September 2012

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	2012 YTD Budget	September MTD Amount	2012 YTD Amount	2012 YTD Balance	2012 % YTD Budget
Revenue	\$2,782,097.00	\$194,988.08	\$1,944,823.28	\$837,273.72	69.90%
Expenditure	\$2,728,496.45	\$161,575.76	\$1,660,541.27	\$1,067,955.18	60.86%
		\$33,412.32	\$284,282.01		
FUND 609 MUNICIPAL LIQUOR FUND					
Revenue	\$1,655,100.00	\$180,797.61	\$1,378,782.13	\$276,317.87	83.31%
Expenditure	\$1,637,517.00	\$136,865.02	\$1,154,071.31	\$483,445.69	70.48%
		\$43,932.59	\$224,710.82		
FUND 613 GOLF COURSE					
Revenue	\$151,050.00	\$18,109.06	\$165,151.79	-\$14,101.79	109.34%
Expenditure	\$178,910.00	\$17,577.86	\$142,868.98	\$36,041.02	79.86%
		\$531.20	\$22,282.81		
Report Total		\$111,825.74	-\$152,811.59		

Upcoming Meeting Schedule

Updated October 25, 2012

OCTOBER

Date/Time	Meeting	Location
Wednesday, October 31, 4:30 p.m.	City Council Meeting	Council Chambers

NOVEMBER

Date/Time	Meeting	Location
Wednesday, November 14, 8:00 a.m.	Active Living Summit	ACA
Wednesday, November 14, 4:30 p.m.	City Council Meeting	Council Chambers
Wednesday, November 28, 4:30 p.m.	City Council Meeting	Council Chambers