

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

A. Call to Order

B. Roll Call

C. Open Forum

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

D. Approve Consent Agenda

1. Approve Agenda
2. Approve Meeting Minutes
3. Approve Payment of Bills

E. Art 'Round Town Banner Proposal

F. Letter Re: Parking Lot—Cook County Chamber of Commerce

G. Appointments to Boards and Commissions

H. Select Acting Mayor

I. Designate Official Newspaper

J. Designate Depositories of City Funds

K. NESC Insurance Program Joint Powers Agreement

L. Other items as necessary

M. Council & Staff Reports

N. Attached correspondence:

1. Other Meeting Minutes
2. Upcoming Meeting Schedule

O. Adjourn

CITY OF GRAND MARAIS
MINUTES
December 30, 2015

Mayor Arrowsmith-DeCoux called the meeting to order at 12:01 p.m.

Members present: Anton Moody, Jay Arrowsmith-DeCoux and Tim Kennedy

Members absent: Dave Mills and Tracy Benson

Staff present: Kim Dunsmoor

Motion by Kennedy, seconded by Moody to approve the Agenda; December 18, 2015, Minutes; and Payment of Bills. Approved unanimously.

Motion by Moody, seconded by Kennedy to approve 2016 Tobacco Licenses for Buck's Hardware Hank, Gene's IGA, Grand Marais Superamerica, Gun Flint Tavern, and Mike's Holiday. Approved unanimously.

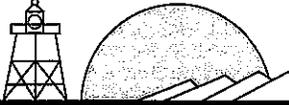
Motion by Kennedy, seconded by Moody to approve the 2016 standard mileage rate of 54 cents per mile as allowed by the Internal Revenue Service. Approved unanimously.

Motion by Kennedy, seconded by Arrowsmith-DeCoux to assign the following end of year

2015 fund balances:	G101-25310 Sealcoating	\$115,964.48
	G101-25312 City Hall Building	\$ 79,738.11
	G101-25313 Fire Equipment	\$ 54,921.47
	G101-25317 Insurance Deductible	\$ 10,803.93
	G101-25318 Street Equipment	\$ 48,780.33
	G101-25327 Street Reconstruction	\$467,369.80

and transfer \$8,000 to the Golf Course Fund. Approved unanimously.

There being no further business, the meeting adjourned at 12:07 p.m.



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Payments

City of Grand Marais

Current Period: January 2016

Batch Name 1082016AP

Payment

Computer Dollar Amt \$0.00 Posted

Refer		Ck#			
66522	<u>ROHLFING INC.</u>	073964	1/8/2016		
Cash Payment	E 609-49750-252 Beer For Resale	2015			\$1,947.30
Invoice	420474 12/22/2015				
Cash Payment	E 609-49750-252 Beer For Resale	2015			\$4,648.65
Invoice	420704 12/29/2015				
Cash Payment	E 609-49750-252 Beer For Resale	2016			\$2,790.90
Invoice	421004 1/6/2016				
Transaction Date	1/4/2016	Due 0	MAIN CHECKING G	10100	Total \$9,386.85
66523	<u>SUPERIOR BEVERAGES LLP</u>	073966	1/8/2016		
Cash Payment	E 609-49750-252 Beer For Resale	2015			\$1,911.35
Invoice	487449 12/22/2015				
Cash Payment	E 609-49750-252 Beer For Resale	2015			\$2,311.25
Invoice	487778 12/30/2015				
Cash Payment	E 609-49750-252 Beer For Resale	2016			\$1,233.45
Invoice	488162 1/6/2016				
Transaction Date	1/4/2016	Due 0	MAIN CHECKING G	10100	Total \$5,456.05
66524	<u>WIRTZ BEVERAGE MINNESOTA</u>	073969	1/8/2016		
Cash Payment	E 609-49750-251 Liquor For Resale	2015			\$4,238.69
Invoice	1080413366 12/21/2015				
Cash Payment	E 609-49750-333 Freight and Express	2015			\$81.71
Invoice	1080413366 12/21/2015				
Cash Payment	E 609-49750-251 Liquor For Resale	2015			-\$152.88
Invoice	2080100495 8/5/2015				
Cash Payment	E 609-49750-251 Liquor For Resale	2015			-\$112.00
Invoice	2080099079 7/27/2015				
Cash Payment	E 609-49750-251 Liquor For Resale	2015			-\$42.20
Invoice	2080047487 7/10/2015				
Cash Payment	E 609-49750-251 Liquor For Resale	2015			-\$10.64
Invoice	2080047195 7/2/2015				
Cash Payment	E 609-49750-251 Liquor For Resale	2015			-\$6.31
Invoice	2080081394 3/17/2015				
Cash Payment	E 609-49750-251 Liquor For Resale	2015			-\$16.07
Invoice	2080078226 2/20/2015				
Cash Payment	E 609-49750-251 Liquor For Resale	2015			-\$147.42
Invoice	2080074197 1/13/2015				
Cash Payment	E 609-49750-251 Liquor For Resale	2015			-\$83.00
Invoice	2080058489 9/19/2014				
Cash Payment	E 609-49750-251 Liquor For Resale	2015			-\$98.00
Invoice	2080100493 8/5/2015				
Cash Payment	E 609-49750-251 Liquor For Resale	2015			-\$92.00
Invoice	2080102532 8/21/2015				
Cash Payment	E 609-49750-251 Liquor For Resale	2015			-\$11.25
Invoice	2080102574 8/24/2015				
Cash Payment	E 609-49750-251 Liquor For Resale	2015			-\$159.35
Invoice	2080105946 9/11/2015				



City of Grand Marais

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Payments

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Current Period: January 2016

Transaction Date	1/4/2016	Due 0	MAIN CHECKING G	10100	Total	\$325.18
Refer	66563 <i>EMPOWER</i>			<u>Ck# 003211E 1/6/2016</u>		
Cash Payment	G 101-21720 MN State Retirement DeferC					\$395.00
Invoice 1 CPYR 16	1/8/2016					
Transaction Date	1/4/2016	Due 0	MAIN CHECKING G	10100	Total	\$395.00
Refer	66564 <i>PERA</i>			<u>Ck# 003212E 1/8/2016</u>		
Cash Payment	G 101-21704 PERA					\$4,303.03
Invoice 1 CPYR 16	1/8/2016					
Transaction Date	1/4/2016	Due 0	MAIN CHECKING G	10100	Total	\$4,303.03
Refer	66565 <i>DEPT OT THE TREASURY IRS</i>			<u>Ck# 003213E 1/8/2016</u>		
Cash Payment	G 101-21703 FICA Tax Withholding					\$3,628.86
Invoice 1 CPYR 16	1/8/2016					
Cash Payment	G 101-21717 Medicare					\$854.06
Invoice 1 CPYR 16	1/8/2016					
Cash Payment	G 101-21701 Federal Withholding					\$2,522.04
Invoice 1 CPYR 16	1/8/2016					
Transaction Date	1/4/2016	Due 0	MAIN CHECKING G	10100	Total	\$7,004.96
Refer	66566 <i>MN DEPT OF REVENUE-EFTPS</i>			<u>Ck# 003214E 1/8/2016</u>		
Cash Payment	G 101-21702 State Withholding					\$1,215.49
Invoice 1 CPYR 16	1/8/2016					
Transaction Date	1/4/2016	Due 0	MAIN CHECKING G	10100	Total	\$1,215.49
Refer	66567 <i>MINNESOTA LIFE</i>			<u>Ck# 073960 1/8/2016</u>		
Cash Payment	G 101-21716 MN Mutual Life					\$168.50
Invoice 28722	12/22/2015					
Transaction Date	1/4/2016	Due 0	MAIN CHECKING G	10100	Total	\$168.50
Refer	66568 <i>BLUE CROSS/BLUE SHIELD OF M</i>			<u>Ck# 073952 1/8/2016</u>		
Cash Payment	G 101-21706 Health Insurance					\$15,012.00
Invoice CI 926-V0 8	12/29/2015					
Transaction Date	1/4/2016	Due 0	MAIN CHECKING G	10100	Total	\$15,012.00
Refer	66569 <i>NCPERS GROUP LIFE INS.</i>			<u>Ck# 073961 1/8/2016</u>		
Cash Payment	G 101-21710 NCPERS-Pera					\$16.00
Invoice 4936116	12/23/2015					
Transaction Date	1/4/2016	Due 0	MAIN CHECKING G	10100	Total	\$16.00
Refer	66570 <i>MII LIFE-FLEX</i>			<u>Ck# 003215E 1/7/2016</u>		
Cash Payment	G 101-21713 Flex Plan Spending			2015		\$15.29
Invoice 38108510	1/5/2016					
Transaction Date	1/5/2016	Due 0	MAIN CHECKING G	10100	Total	\$15.29
Refer	66572 <i>MN DEPT OF REVENUE-EFTPS</i>			<u>Ck# 003216E 1/6/2016</u>		
Cash Payment	G 101-20800 Taxes Due (State MN)					\$39.00
Invoice Dec 2015	12/30/2015					
Cash Payment	G 609-20800 Taxes Due (State MN)					\$14,507.00
Invoice Dec 2015	12/30/2015					
Cash Payment	G 211-20800 Taxes Due (State MN)					\$33.00
Invoice Dec 2015	12/30/2015					
Transaction Date	1/6/2016	Due 0	MAIN CHECKING G	10100	Total	\$14,579.00



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Refer	66573	COOK COUNTY AUDITOR-TREASU	Ck# 073956	1/8/2016			
Cash Payment	G 101-20800	Taxes Due (State MN)					\$19.85
Invoice	Dec Lodg Tx	12/31/2015					
Transaction Date	1/6/2016	Due 0	MAIN CHECKING G	10100		Total	\$19.85
Refer	66574	BELLBOY CORPORATION - LIQUO	Ck# 073950	1/8/2016			
Cash Payment	E 609-49750-251	Liquor For Resale		2015			\$593.00
Invoice	51168109	11/24/2015					
Cash Payment	E 609-49750-333	Freight and Express		2015			\$13.48
Invoice	51168100	11/24/2015					
Transaction Date	1/7/2016	Due 0	MAIN CHECKING G	10100		Total	\$606.48
Refer	66575	BREAKTHRU BEVERAGE	Ck# 073953	1/8/2016			
Cash Payment	E 609-49750-251	Liquor For Resale		2016			\$6,003.69
Invoice	1080418829	1/5/2016					
Cash Payment	E 609-49750-333	Freight and Express		2016			\$72.15
Invoice	1080418829	1/5/2016					
Transaction Date	1/7/2016	Due 0	MAIN CHECKING G	10100		Total	\$6,075.84
Refer	66576	PAUSTIS WINE COMPANY	Ck# 073962	1/8/2016			
Cash Payment	E 609-49750-251	Liquor For Resale					\$1,472.02
Invoice	8530861-IN	1/5/2016					
Cash Payment	E 609-49750-333	Freight and Express					\$105.00
Invoice	8530861-IN	1/5/2016					
Transaction Date	1/7/2016	Due 0	MAIN CHECKING G	10100		Total	\$1,577.02
Refer	66577	MICHAUD DIST. INC.	Ck# 073959	1/8/2016			
Cash Payment	E 609-49750-252	Beer For Resale		2016			\$939.90
Invoice	304948	1/6/2016					
Transaction Date	1/7/2016	Due 0	MAIN CHECKING G	10100		Total	\$939.90
Refer	66596	SOUTHERN WINE & SPIRITS OF M	Ck# 073965	1/8/2016			
Cash Payment	E 609-49750-251	Liquor For Resale					\$3,215.37
Invoice	1365876	1/7/2016					
Cash Payment	E 609-49750-333	Freight and Express					\$86.10
Invoice	1365876	1/7/2016					
Transaction Date	1/7/2016	Due 0	MAIN CHECKING G	10100		Total	\$3,301.47

Fund Summary

	10100 MAIN CHECKING GMSB	
609 MUNICIPAL LIQUOR FUND		\$65,331.87
211 LIBRARY		\$33.00
101 GENERAL FUND		\$28,514.30
		<u>\$93,879.17</u>

Pre-Written Checks	\$93,879.17
Checks to be Generated by the Computer	\$0.00
Total	<u>\$93,879.17</u>



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Payments

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Current Period: January 2016

Batch Name	1142016AP	User Dollar Amt	\$416,670.79		
Payments		Computer Dollar Amt	\$416,670.79		
				\$0.00	In Balance
Refer	66550	MINNESOTA DEPARTMENT OF HE			
Cash Payment	E 613-45125-436	Membership Dues	2016		\$470.00
Invoice	FBL1503613508	1/4/2016			
Transaction Date	1/4/2016	MAIN CHECKING G	10100	Total	\$470.00
Refer	66551	MN DEPT OF AGRICULTURE			
Cash Payment	E 613-45125-439	Licenses	2016		\$10.00
Invoice	20071745	1/4/2016			
Transaction Date	1/4/2016	MAIN CHECKING G	10100	Total	\$10.00
Refer	66552	COMO OIL & PROPANE			
Cash Payment	E 101-41940-217	Heating Fuel	2015		\$194.73
Invoice	538817	12/18/2015			
Cash Payment	E 101-42200-217	Heating Fuel	2015		\$378.00
Invoice	534165	12/29/2015			
Cash Payment	E 101-45100-217	Heating Fuel	2015		\$171.15
Invoice	537452	12/24/2015			
Cash Payment	E 101-45100-520	Capital Outlay (Buildings	2015		\$107.94
Invoice	163012	12/28/2015			
Cash Payment	E 101-41940-217	Heating Fuel	2015		\$328.41
Invoice	538882	12/29/2015			
Cash Payment	E 101-41940-220	Repair/Maint Supply (GE	2015		\$1,215.44
Invoice	162996	12/28/2015			
Cash Payment	E 101-43100-217	Heating Fuel	2015		\$402.64
Invoice	538881	12/29/2015			
Transaction Date	1/4/2016	MAIN CHECKING G	10100	Total	\$2,798.31
Refer	66553	JACKSON S MOTOR VEHICLE			
Cash Payment	E 101-43100-430	Miscellaneous (GENERA	2016		\$16.00
Invoice	919546	1/4/2016			
Cash Payment	E 101-43100-430	Miscellaneous (GENERA	2016		\$16.00
Invoice	934148	1/4/2016			
Cash Payment	E 101-45100-439	Licenses	2016		\$16.00
Invoice	925279	1/4/2016			
Cash Payment	E 101-42200-439	Licenses	2016		\$16.00
Invoice	918301	1/4/2016			
Cash Payment	E 101-45100-439	Licenses	2016		\$16.00
Invoice	918308	1/4/2016			
Cash Payment	E 613-45125-439	Licenses	2016		\$16.00
Invoice	909278	1/4/2016			
Transaction Date	1/4/2016	MAIN CHECKING G	10100	Total	\$96.00
Refer	66554	AMERIPRIDE LINEN AND APPARE			
Cash Payment	E 101-41940-210	Operating Supplies (GE	2015		\$129.52
Invoice	3500848037	12/28/2015			
Transaction Date	1/4/2016	MAIN CHECKING G	10100	Total	\$129.52
Refer	66555	TWIN PORTS PAPER & SUPPLY IN			



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Payments

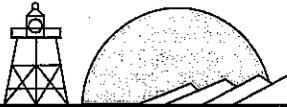
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Cash Payment	E 609-49750-210 Operating Supplies (GE	2015			\$21.55
Invoice	281843	12/22/2015			
Transaction Date	1/4/2016	MAIN CHECKING G	10100	Total	\$21.55
Refer	66556	GRAND MARAIS AUTO PARTS, INC			
Cash Payment	E 101-43100-220 Repair/Maint Supply (GE	2015			\$52.40
Invoice	3125	12/23/2015			
Transaction Date	1/4/2016	MAIN CHECKING G	10100	Total	\$52.40
Refer	66557	PUBLIC UTILITIES COMMISSION1			
Cash Payment	E 101-41940-380 Utility Services (GENER	2015			\$1,399.53
Invoice	DECEMBER 201	1/4/2016			
Cash Payment	E 101-43100-380 Utility Services (GENER	2015			\$27.67
Invoice	DECEMBER 201	1/4/2016			
Cash Payment	E 101-45100-380 Utility Services (GENER	2015			\$642.24
Invoice	DECEMBER 201	1/4/2016			
Cash Payment	E 101-43100-381 Street Light Utilities	2015			\$2,496.05
Invoice	DECEMBER 201	1/4/2016			
Cash Payment	E 101-42700-380 Utility Services (GENER	2015			\$116.50
Invoice	DECEMBER 201	1/4/2016			
Cash Payment	E 101-42200-382 Fire Hydrant Utilities	2015			\$1,103.70
Invoice	DECEMBER 201	1/4/2016			
Cash Payment	E 211-45500-380 Utility Services (GENER	2015			\$567.33
Invoice	DECEMBER 201	1/4/2016			
Cash Payment	E 101-45184-380 Utility Services (GENER	2015			\$88.64
Invoice	DECEMBER 201	1/4/2016			
Cash Payment	E 101-42200-380 Utility Services (GENER	2015			\$172.99
Invoice	DECEMBER 201	1/4/2016			
Transaction Date	1/4/2016	MAIN CHECKING G	10100	Total	\$6,614.65
Refer	66559	CARLSON, RODNEY			
Cash Payment	E 101-43100-430 Miscellaneous (GENERA	2015			\$200.00
Invoice	BOOTS	1/4/2016			
Transaction Date	1/4/2016	MAIN CHECKING G	10100	Total	\$200.00
Refer	66560	S&C MASONRY - CONCRETE, INC.			
Cash Payment	E 101-43100-592 Capital Outlay (StreetRe	2015			\$3,640.78
Invoice	1559	11/2/2015			
Transaction Date	1/4/2016	MAIN CHECKING G	10100	Total	\$3,640.78
Refer	66561	COOK COUNTY AUDITOR-TREASU			
Cash Payment	E 101-41610-306 Attorney (Criminal)	2016 SERVICES			\$3,125.00
Invoice	5589	12/20/2015			
Transaction Date	1/4/2016	MAIN CHECKING G	10100	Total	\$3,125.00
Refer	66562	BOND TRUST SERVICES CORPOR			
Cash Payment	E 301-47029-601 Debt Srv Bond Principa	2016			\$65,000.00
Invoice	27735	12/11/2015			
Cash Payment	E 301-47029-611 Bond Interest	2016			\$29,517.50
Invoice	27735	12/11/2015			
Cash Payment	E 301-47031-601 Debt Srv Bond Principa	2016			\$125,000.00
Invoice	27736	12/11/2015			



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Current Period: January 2016

Cash Payment	E 301-47031-611 Bond Interest	2016		\$41,420.00
Invoice	27736	12/11/2015		
Cash Payment	E 301-47028-601 Debt Srv Bond Principal	2016		\$105,000.00
Invoice	27734	12/11/2015		
Cash Payment	E 301-47028-611 Bond Interest	2016		\$1,890.00
Invoice	27734	12/11/2015		
Cash Payment	E 301-47029-620 Fiscal Agent s Fees	2016		\$100.00
Invoice	28604	12/11/2015		
Cash Payment	E 301-47031-620 Fiscal Agent s Fees	2016		\$450.00
Invoice	28605	12/11/2015		
Transaction Date	1/4/2016	MAIN CHECKING G	10100	Total \$368,377.50
Refer	66571	<i>EMERGENCY RESPONSE SOLUTI</i>		
Cash Payment	E 101-42200-210 Operating Supplies (GE	2015		\$803.24
Invoice	5410	12/21/2015		
Transaction Date	1/6/2016	MAIN CHECKING G	10100	Total \$803.24
Refer	66578	<i>GENE S FOODS</i>		
Cash Payment	E 101-41400-200 Office Supplies (GENER	2015		\$32.22
Invoice	00381315	11/6/2015		
Transaction Date	1/7/2016	MAIN CHECKING G	10100	Total \$32.22
Refer	66579	<i>BUCK S HARDWARE HANK</i>		
Cash Payment	E 101-41400-200 Office Supplies (GENER	2015		\$8.54
Invoice	1848	12/31/2015		
Cash Payment	E 609-49750-210 Operating Supplies (GE	2015		\$26.17
Invoice	1630	12/31/2015		
Cash Payment	E 609-49750-210 Operating Supplies (GE	2015		\$32.35
Invoice	1630	12/31/2015		
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE	2015		\$373.37
Invoice	1712	12/31/2015		
Cash Payment	E 101-45189-220 Repair/Maint Supply (GE	2015		\$174.68
Invoice	1712	12/31/2015		
Cash Payment	E 613-45125-221 Equipment Parts/Bulling	2015		\$83.15
Invoice	9988	12/31/2015		
Cash Payment	E 101-41940-220 Repair/Maint Supply (GE	2015		\$81.47
Invoice	3125	12/31/2015		
Transaction Date	1/7/2016	MAIN CHECKING G	10100	Total \$779.73
Refer	66580	<i>GRAND MARAIS AUTO PARTS, INC</i>		
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE	2015		\$175.85
Invoice	1712	12/23/2015		
Transaction Date	1/7/2016	MAIN CHECKING G	10100	Total \$175.85
Refer	66581	<i>JESSE DERSCHEID</i>		
Cash Payment	E 101-45100-520 Capital Outlay (Buildings	2015		\$1,311.12
Invoice	REC PARK	12/26/2015		
Transaction Date	1/7/2016	MAIN CHECKING G	10100	Total \$1,311.12
Refer	66582	<i>NORTH SHORE TIMBER PRODUCT</i>		
Cash Payment	E 101-45100-250 Merchandise Resale (GE	2016		\$1,470.00
Invoice	343	1/4/2016		
Transaction Date	1/7/2016	MAIN CHECKING G	10100	Total \$1,470.00



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Refer	66583	<i>NORTHERN WILDS</i>	-			
Cash Payment	E 101-45100-200	Office Supplies (GENER	2015		\$246.30	
Invoice	15903	12/15/2015				
Transaction Date	1/7/2016	MAIN CHECKING G	10100	Total	\$246.30	
Refer	66584	<i>ARROWHEAD COOPERATIVE</i>	-			
Cash Payment	E 613-45125-380	Utility Services (GENER	2015		\$38.00	
Invoice	901298	12/31/2015				
Transaction Date	1/7/2016	MAIN CHECKING G	10100	Total	\$38.00	
Refer	66585	<i>COOK COUNTY HOME CENTER</i>	-			
Cash Payment	E 101-45100-220	Repair/Maint Supply (GE	2015		\$109.87	
Invoice	1712	12/31/2015				
Cash Payment	E 101-43100-220	Repair/Maint Supply (GE	2015		\$23.47	
Invoice	3125	12/31/2015				
Cash Payment	E 101-41940-220	Repair/Maint Supply (GE	2015		\$151.49	
Invoice	3125	12/31/2015				
Cash Payment	E 101-41940-220	Repair/Maint Supply (GE	2015		\$34.58	
Invoice	1848	12/31/2015				
Cash Payment	E 609-49750-210	Operating Supplies (GE	2015		\$7.47	
Invoice	1630	12/31/2015				
Transaction Date	1/7/2016	MAIN CHECKING G	10100	Total	\$326.88	
Refer	66586	<i>NINAWORKS!</i>	-			
Cash Payment	E 101-45100-340	Advertising	2016		\$800.00	
Invoice	160130	12/21/2015				
Cash Payment	E 101-45184-340	Advertising	2016		\$100.00	
Invoice	160130	12/21/2015				
Transaction Date	1/7/2016	MAIN CHECKING G	10100	Total	\$900.00	
Refer	66587	<i>EDWIN E. THORESON, INC.</i>	-			
Cash Payment	E 101-45100-220	Repair/Maint Supply (GE	2015		\$700.00	
Invoice	23359	12/16/2015				
Transaction Date	1/7/2016	MAIN CHECKING G	10100	Total	\$700.00	
Refer	66588	<i>QUILL CORPORATION</i>	-			
Cash Payment	E 101-45100-200	Office Supplies (GENER	2015		\$159.24	
Invoice	149606G	12/15/2015				
Transaction Date	1/7/2016	MAIN CHECKING G	10100	Total	\$159.24	
Refer	66589	<i>G&G SEPTIC</i>	-			
Cash Payment	E 101-45100-418	Portable Toilet Rentals	2015		\$390.01	
Invoice	11010	12/27/2015				
Cash Payment	E 101-43100-418	Portable Toilet Rentals	2015		\$48.25	
Invoice	11000	12/27/2015				
Transaction Date	1/7/2016	MAIN CHECKING G	10100	Total	\$438.26	
Refer	66590	<i>MCMILLAN TREE SERVICE</i>	-			
Cash Payment	E 101-45100-220	Repair/Maint Supply (GE	2015		\$1,000.00	
Invoice	16006	1/4/2016				
Transaction Date	1/7/2016	MAIN CHECKING G	10100	Total	\$1,000.00	
Refer	66591	<i>LEAGUE OF MN CITIES - 1</i>	-			



City of Grand Marais

CITY OF GRAND MARAIS

Payments

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Current Period: January 2016

Cash Payment	E 101-41110-330 Transportation/School	2016			\$255.00
Invoice	224319	12/28/2015			
Transaction Date	1/7/2016		MAIN CHECKING G	10100	Total \$255.00
Refer	66592	WTIP			
Cash Payment	E 609-49750-340 Advertising	2016			\$500.00
Invoice	1206	12/15/2015			
Transaction Date	1/7/2016		MAIN CHECKING G	10100	Total \$500.00
Refer	66593	TWIN PORTS PAPER & SUPPLY IN			
Cash Payment	E 609-49750-210 Operating Supplies (GE	2016			\$158.05
Invoice	282824	1/5/2016			
Transaction Date	1/7/2016		MAIN CHECKING G	10100	Total \$158.05
Refer	66594	NORTH SHORE OIL AND PROPAN			
Cash Payment	E 101-45184-215 Marina Fuel for Resale	2015			\$6,228.90
Invoice	A1095	12/8/2015			
Transaction Date	1/7/2016		MAIN CHECKING G	10100	Total \$6,228.90
Refer	66595	TRI-STATE BUSINESS SYSTEMS			
Cash Payment	E 101-41400-200 Office Supplies (GENER	2016			\$1,093.33
Invoice	284456-0	12/31/2015			
Transaction Date	1/7/2016		MAIN CHECKING G	10100	Total \$1,093.33
Refer	66597	NORTH SHORE WASTE			
Cash Payment	E 101-43100-384 Refuse/Garbage Disposa	2015			\$195.99
Invoice	51097	12/31/2015			
Cash Payment	E 101-41940-384 Refuse/Garbage Disposa	2015			\$107.79
Invoice	51083	12/31/2015			
Transaction Date	1/8/2016		MAIN CHECKING G	10100	Total \$303.78
Refer	66599	GRAND MARAIS SUPERAMERICA			
Cash Payment	E 101-45100-212 Motor Fuels	2015			\$0.85
Invoice	1849	1/1/2015			
Cash Payment	E 101-43100-212 Motor Fuels	2015			\$15.27
Invoice	1849	1/1/2015			
Cash Payment	E 101-43100-212 Motor Fuels	2015			\$15.25
Invoice	1849	1/1/2015			
Cash Payment	E 101-43100-212 Motor Fuels	2015			\$2.96
Invoice	1849	1/1/2015			
Cash Payment	E 101-45100-212 Motor Fuels	2015			\$1.27
Invoice	1849	1/1/2015			
Cash Payment	E 101-43100-212 Motor Fuels	2015			\$4.41
Invoice	1849	1/1/2015			
Transaction Date	1/8/2016		MAIN CHECKING G	10100	Total \$40.01
Refer	66626	COOK COUNTY LAW ENFORCEME			
Cash Payment	E 101-42100-317 Contracted Services	2016			\$11,666.67
Invoice	231	1/8/2016			
Transaction Date	1/8/2016		MAIN CHECKING G	10100	Total \$11,666.67
Refer	66627	VISA			
Cash Payment	E 211-45500-200 Office Supplies (GENER				\$17.99
Invoice	8757	1/3/2016			



CITY OF GRAND MARAIS

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Payments

City of Grand Marais

Current Period: January 2016

Cash Payment	E 211-45500-435 Books, Periodicals			\$187.24
Invoice 8757	1/3/2016			
Cash Payment	E 211-45500-437 Audio Visual / DVD			\$472.69
Invoice 8757	1/3/2016			
Cash Payment	E 101-45100-200 Office Supplies (GENER			\$89.99
Invoice 8757	1/3/2016			
Cash Payment	E 101-43100-220 Repair/Maint Supply (GE			\$501.66
Invoice 8757	1/3/2016			
Cash Payment	E 101-42200-220 Repair/Maint Supply (GE			\$19.20
Invoice 8757	1/3/2016			
Transaction Date	1/8/2016	MAIN CHECKING G	10100	Total \$1,288.77
Refer	66628	VINOCOPIA		
Cash Payment	E 609-49750-251 Liquor For Resale	2016		\$661.75
Invoice 0142543-IN	1/7/2016			
Cash Payment	E 609-49750-333 Freight and Express			\$24.00
Invoice 0142543-IN	1/7/2016			
Transaction Date	1/8/2016	MAIN CHECKING G	10100	Total \$685.75
Refer	66629	TOTAL REGISTER		
Cash Payment	E 609-49750-310 Service Agreements	2015		\$533.98
Invoice 53917	12/31/2015			
Transaction Date	1/8/2016	MAIN CHECKING G	10100	Total \$533.98

Fund Summary

	10100 MAIN CHECKING GMSB	
101 GENERAL FUND		\$44,465.57
211 LIBRARY		\$1,245.25
301 DEBT SERVICE FUND		\$368,377.50
609 MUNICIPAL LIQUOR FUND		\$1,965.32
613 GOLF COURSE		\$617.15
		<u>\$416,670.79</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$416,670.79
Total	\$416,670.79

ART 'ROUND TOWN

January 6, 2015

To: Grand Marais City Council
Re: Banner Proposal

Our organization is committed to promoting public art in Cook County, and we would like to sponsor artists to design artful seasonal banners for the lightposts in Grand Marais.

We plan to—

1. Have banners constructed (sewn) to fit the standards on the downtown lightposts (using someone local if possible)
2. Sponsor a contest for artists to submit seasonal designs appropriate to our community
3. Hold a fundraiser show to exhibit the submitted designs
4. Select a winner for each season (either using votes from show attendees or a using a selected jury, possibly including a city board member?)
5. Have 80 banners silkscreened by a local artisan, 20 for each season.

We are requesting permission from the City Council to pursue this project and asking your permission to use the lightposts and your employees to put the banners up. We have funds available to finance this project.

Our hope is that the banners would be available by July of 2016.

Respectfully submitted,

Ann Mershon, chair
Art 'Round Town Board of Directors



Chair: Charles Skinner
Secretary: Stacey Hawkins
Treasurer: Jennifer Stoltz
Dan Anderson
Hal Greenwood
Howard Hedstrom
Linda Kratt

Dennis Rysdahl
Dave Seaton
Jean Spry
Paula Sundet Wolf
Frank Vecchio
Executive Director: Jim Boyd
Member Services: Suzanne Sherman

Jan. 4, 2015

Mayor Jay Arrowsmith DeCoux
Grand Marais City Council
City Hall
15 N Broadway
P.O. Box 600
Grand Marais, MN 55604

Dear Mayor DeCoux and members of the Grand Marais City Council:

The continuing flooding in the city parking lot on Broadway is a problem that needs urgent attention. Most recently, the lot flooded during a Dec. 16 snow/sleet/rain storm, then froze into a dangerous sheet of ice. At the bottom of this letter, I've attached a photo of the parking lot taken that Dec. 16 afternoon, on what should have been a busy pre-Christmas shopping day. Whether the flooding occurs in the summer or winter, the lot is dangerous and hurts local business.

Getting started soon on assessing the problem and examining options for fixing it would be prudent. It seems obvious that the problem involves far more than just draining the parking lot when it fills up. In essence, Grand Marais now has two holding ponds for downtown storm water runoff. One is behind the Cook County Whole Foods Co-op, and the other is in front of the co-op, disguised most days as a parking lot. Permanently drying out the parking lot thus is likely to require rethinking the city's entire approach to storm water management in the downtown area.

Some people want to fall back on the "it's always been that way" argument. That might have worked before the city paved the lot and painted parking stripes on it. If it looks like a parking lot, people expect it will behave like a parking lot. And parking lots should not regularly take on the appearance of large ponds or skating rinks.

Given the Iron Range Resources and Rehabilitation Board's long-standing emphasis on infrastructure, it seems quite possible that IRRRB funds would be available to help with whatever solution presents itself as the most reasonable and cost-effective.

The Chamber board has expressed its willingness to partner with the city in whatever way makes sense to examine potential solutions for this persistent problem. Please let us know how we might be of assistance.

Kind regards,

Jim Boyd
Jim Boyd

Executive Director



City of Grand Marais

MEMO

TO: Mayor Arrowsmith-Decoux
City Council Members
FROM: Michael J. Roth, City Administrator
DATE: January 8, 2016
SUBJECT: 2016 Board Appointments

Citizen Appointments

The following boards have openings for citizen representatives. All terms are for three (3) years unless otherwise noted. Listed below each board are the names applicants or eligible incumbents that expressed an interest in another term received to date. I will update the list at the time of the meeting.

For the Library Board, Helen Muth was appointed to a one-year term last January to fill the opening created by Jay's election as Mayor. After that appointment, the Library Board recommended her term be extended to a full three years, ending in 2017, in order to balance out the timing. The City appoints three members to the board in addition to the member of the Council who serves. Currently, two of those terms end. If Helen's term was extended to 2017, there would be one City term ending each year.

Library Board (2 openings)

- Helen Muth (incumbent, see above discussion)
- Brienne Moody (incumbent)

Park Board (one opening)

- No candidates

Planning Commission (one opening)

- Todd Miller (incumbent)

Public Utilities Commission (one opening)

- Karl Hansen

Council Appointments

You must appoint a Council representative to the following boards.

Board Name	Past Council Representative
Cable Board	Vacant
Economic Development Authority	Anton Moody
Library Board	Jay Arrowsmith DeCoux
ARDC Board	Anton Moody
North Shore Management Board	Tracy Benson
Park Board	Dave Mills
Personnel Committee	Jay Arrowsmith DeCoux, Tracy Benson
Planning Commission	Tim Kennedy
Public Utilities Commission	Tim Kennedy
Public Utilities Board	Dave Mills, Anton Moody, Tracy Benson
Safety Committee	Anton Moody

The Council has also appointed liaisons to the following boards:

Animal Advocates	Anton Moody
North House Folk School Liaison	Jay Arrowsmith DeCoux
CCLEP	Jay Arrowsmith DeCoux
Active Living/Safe Routes to School	Tim Kenney
Northwoods Food Project	Dave Mills

Acting Mayor

At the first meeting of the year, the City Council appoints one of its members to fill the role of acting mayor. The acting mayor can perform the duties of the mayor in the mayor's absence. The acting mayor in 2015 was Councilor Kennedy.

EDA MEMBERSHIP

NAME	1 ST TERM	2 ND TERM
Hal Greenwood	2/11/09-12/31/14	1/14/15-12/31/20
Mark Sandbo	1/10/07-12/31/12	1/9/13-12/31/18
Bob Spry	Concurrent with City Council term.	

Terms are for six (6) years.

The City appoints three (3) members to the EDA.

LIBRARY BOARD

Council appoints three members from public and one council member to the board.
Terms are for three years. An appointee may only serve two consecutive terms.

NAME	1 ST TERM	2 ND TERM
Jay Arrowsmith Decoux	Concurrent w/ City Council Term	
Sally Berg	1/08/14-12/31/16	
Helen Muth	1/14/15-12/31/15	
Brienne Moody	1/9/13-12/31/15	

PARK BOARD MEMBERSHIP

NAME	1 ST TERM	2 ND TERM
Reed Dushek	1/08/14-12/31/16	
Kaye Tavernier	1/14/15-12/31/17	
Sally Berg	1/14/15-12/31/17	
Walt Mianowski	1/12/10-12/31/12	1/9/13-12/31/15
Dave Mills	Term concurrent with City Council term.	

Terms are for a period of three (3) years.
Terms are limited to 2 consecutive terms.

PLANNING COMMISSION MEMBERSHIP

NAME	1 ST TERM	2 ND TERM
Michael Garry	1/14/15-12/31/17	
Hal Greenwood	1/14/15-12/31/17	
David Beckwith	1/12/11-12/31/13	1/08/14-12/31/16
Todd Miller	-12/31/15	
Tim Kennedy	Concurrent with City Council Term	

Terms are three (3) years.
Terms are limited to two (2) consecutive terms.

City of Grand Marais

MEMO

TO: Mayor Arrowsmith-Decoux
City Council Members
FROM: Michael J. Roth, City Administrator
DATE: January 8, 2016
SUBJECT: Official City Depository

Please approve the following list of depositories of City funds for 2016.

Grand Marais State Bank
North Shore Federal Credit Union
Security State Bank
LMC/ 4M Fund
Morgan Stanley Smith Barney



Northeast Service Cooperative

Collaborating to meet your changing needs

December 22, 2015

City of Grand Marais
Kim Dunsmoor
PO Box 600 City Hall
Grand Marais MN 55604

RE: UPDATED JOINT POWERS AGREEMENT

As a member of the Northeast Service Cooperative (NESC) Insurance program, we have had a Joint Powers Agreement (JPA) in place for you to participate in the Insurance Program offering. We have “updated” the JPA and we are sending this out to all members so that we (and you) all have the most current agreement in place. As stated in the JPA, the Purpose is:

1.1 Purpose. Under the provisions of Minnesota law, governmental units may enter into contracts to provide Group Employee Benefits for their employees and to obtain Other Financial and Risk Management Services deemed necessary or beneficial for their operation. Under the provisions of Minn. Stat. 471.59, two or more governmental units (including, but not limited to, school districts, counties, towns, other governmental agencies and service cooperatives) may agree to exercise jointly or cooperatively powers which they possess in common. The purpose of this Agreement is to authorize the Board to exercise the common powers of the participating governmental units in connection with certain matters pertaining to the administration and funding of Group Employee Benefits and the provisions of Other Financial and Risk Management Services, all as described herein. It is not the purpose of this Agreement to transfer to the Board the authority to execute contracts on behalf of Participants, or to in any manner become involved in any collective bargaining process.

Some of you have been members for 20+ years and others more recent. Over time, there has been revisions to the JPA's resulting in at least a couple different JPA's on file. When comparing the JPA 2000 version to the new version enclosed, these revisions have primarily been due to legislation and the changing marketplace after the Affordable Care Act such as:

- Section 2.5 Carrier Contracts
- Section 4.5 SC Service Fees
- Section 4.6 Use of SC Service Fees
- Section 5.6.4 Future Participation Limited
- Section 10 Solicitation of Bids
- **Older versions that we have for some members vary much greater in content and format**

Updated Joint Powers Agreement
Page Two

Understandably, we need to standardize the JPA for all members. We have included the new agreement for your review, approval and signature. **We ask that you sign the agreement and return it to the attention of Steve Roskoski at NESC by January 31, 2016.**

We have copies of a JPA on file for many members, however for some members we were unable to locate a signed JPA. Part of this endeavor is to have a JPA, on file, for every member.

We were able to retrieve the JPA that we had on record for your organization and we have included a copy of that document for your review along with the new JPA.

If you have questions, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Brinkman", with a long horizontal flourish extending to the right.

Paul Brinkman
Executive Director

Encl.

*City of Grand
Harcourt*

**COMPREHENSIVE JOINT POWERS AGREEMENT
FOR THE MINNESOTA SERVICE COOPERATIVES
FINANCIAL and RISK MANAGEMENT and RELATED SERVICES**

The Joint powers Agreement, hereinafter referred to as "Agreement", is made as of the 1ST day of February, 1996 between City of Grand Harcort and others as now or hereafter become parties to this Agreement, hereinafter individually called "Member" and collectively called "the Financial and Risk Management and Related Services Program", hereinafter called the "Program" and the Minnesota Service Cooperatives, hereinafter called "Service Cooperatives".

*A Member is exclusively defined in accord with statute (M.S. 123.58) and includes any organization that has been accepted for membership.

Pursuant to M.S. 471.59 Subd. 2: It is agreed and understood that:

- 1) the objective of the Program is to establish, procure and administer financial and risk management and related services that embody the concept of pooling for the purpose of stabilizing and/or reducing costs; and
- 2) the purpose of this Agreement is to define/clarify bid procedures, rights and responsibilities, length of contract, termination guidelines, liability and the method(s) by which parties to this Agreement shall exercise their common power.

RECITALS

- I. Each of the parties possesses the power to enter this Agreement pursuant to:
 - a) M.S. 123.58: defining Service Cooperatives. Participation in programs and services provided by the Service Cooperatives shall be discretionary (id. Subd. 4) and
 - b) M.S. 471.59 Subd. 1 and 10: which authorize two or more governmental units to exercise jointly or cooperatively powers which they possess in common.
- II. Pursuant to M.S. 471.59 Subd. 10 and M.S. 471.61 Subd. 1, the intent of this Agreement is to transfer the Members' right to purchase group insurance benefits to the Service Cooperatives under the terms and conditions of this Agreement.
- III. Pursuant to M.S. 471.59 Subd. 11.
- IV. The parties desire to state in this Agreement that their common power shall be exercised for the purpose of providing financial and risk management and other related services, which may include but not be limited to: investments, contracted legal services, property/casualty safety group, student accident insurance, dental, flex benefit, life, health, financial planning, deferred compensation and other services as directed by the Joint Powers Board.
- V. The parties desire to state in this Agreement their intent to comply with the statutory requirements of group insurance, governmental unit bid law, COBRA, ERISA, and all other applicable federal and state statutes.
- VI. It is not the intent of the parties to the Agreement to transfer authority, liability or responsibility for matters other than securing proposals, establishing master contracts, negotiation of operating agreements, and the facilitation of administrative services as defined for each service within the Program.
- VII. Terms and conditions of this Agreement will become effective upon Member participation in a Program pool or related service.

JOINT POWERS

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AGREEMENT

The parties agree as follows:

I. THE RECITALS ARE PART OF THIS AGREEMENT**II. BID PROCEDURES FOR SECURING PROGRAM SERVICES:****A. SERVICE COOPERATIVES SHALL FROM TIME TO TIME, CHANGE THE BIDDING PROCEDURES TO COMPLY WITH APPLICABLE LAW(S).****B. GROUP INSURANCE**

1. **DEFINITION:** Pursuant to M.S. 471.6161, Subd. 1, "Group Insurance Coverage" is defined as benefit coverage provided to a group through a carrier authorized under Chapters 61A, 62A, 62C and 62D to do business in the state.

2. REQUESTS FOR PROPOSALS/SELECTION OF CARRIER/CONTRACT LENGTH

a) Pursuant to M.S. 471.6161, Subd. 2, the Service Cooperatives will request proposals from, and enter into contracts with, carriers that in judgment of the Service Cooperatives are best qualified to provide coverage. The request for proposals shall be in writing and at a minimum shall include: coverage to be provided, criteria for evaluation of carrier proposals, and the aggregate claims records for the appropriate period. Public notice of the request for proposals will be provided in a newspaper or trade journal at least 21 days before the final date for submitting proposals.

b) Pursuant to M.S. 471.6161, Subd. 3, the Service Cooperatives shall make benefit and cost comparisons and evaluate the proposals using the written criteria. Service Cooperatives may negotiate with the carrier on benefits, premiums and other contract terms. Service Cooperatives must prepare a written rationale for its decision before entering into a contract with the selected carrier.

c) Pursuant to M.S. 471.6161, Subd. 4, group insurance contracts may not exceed five (5) years in length, including all extensions. Service Cooperatives shall request proposals for coverage at least once every sixty (60) months.

d) Employees may be added to an existing group in accord with the appropriate Operating Agreement and new bids or awards are not required.

3. RATE INCREASES

a) The Service Cooperatives will annually review renewal information as presented by the insurance carrier, make recommendation and determine if bids are necessary.

b) Insurance rate increases will be determined on the basis of single coverage.

c) The insurance carrier shall notify each Member and the Service Cooperatives of any intended changes in rates at least sixty (60) days prior to the effective date of the rate change. Actual rate increases will be effective the first day of the month following thirty (30) days written notice.

d) Should the aggregate pool rate for single coverage equal fifty percent (50%) or greater, the Service Cooperatives shall solicit quotes for the Service Cooperatives pool.

4. **BENEFIT REDUCTION:** Pursuant to M.S. 471.6161, Subd. 5, the aggregate value of benefits provided by a group insurance contract for employees covered by a collective agreement shall not be reduced unless the Member employer and exclusive representative of the employees of an appropriate bargaining unit, certified under Section 179A.12, agree to such a reduction in benefits.

JOINT POWERS

Page 3

5. **MASTER AGREEMENT:** The Service Cooperatives shall negotiate the Master Agreement with the insurance carrier selected for the pool on behalf of the Members of the pool. Further, the Service Cooperatives will negotiate an Operating Agreement for the purpose of administering the Master Agreement.

C. OTHER RELATED SERVICES

1. The Service Cooperatives will determine the most cost-effective and appropriate manner in which to deliver other services. Methods may include, but are not limited to, provision for staff consultation services and contracting for professional services with independent contractors. (RE: Krohnberg v. Pass, 187 MINN. 73,244 N.W. 329:1932), Bids and/or quotations may be requested but are not required.

2. **SELECTION OF CARRIER/PROVIDER:** Pursuant to M.S. 471.6161, Subd. 2, the Service Cooperatives will request proposals from and enter into contracts with, the carrier/provider that in the judgment of the Service Cooperatives is best qualified to provide the service. Bids and/or quotations may be requested but not required.

III. RIGHTS AND RESPONSIBILITIES OF THE SERVICE COOPERATIVES

- A. The Service Cooperatives shall maintain custody of all Master Agreements and shall hold the legal title thereto for its own benefit and for the benefit of each of the participating Members. A copy of any Master Agreement shall be furnished to each Member upon request.
- B. Pursuant to M.S. 471.6161, Subd. 5, the Service Cooperatives has no authority nor authorization to change policy or benefit of the Member's group insurance policy without written authorization or request of the Member. The policy of the Member may be amended with respect to any matter relating to the insurance protection provided thereunder for the officers and employees and retired officers and employees and their dependents of any party by rider, amendment, or endorsement issued by the insurance carrier by law, or with the written request of the Member. The original of each such rider, amendment or endorsement shall be mailed or delivered by the insurance carrier to the Service Cooperatives to be attached to, and held with, the policy, and a copy of each such rider, amendment or endorsement will be furnished by the Service Cooperatives to each of the Members upon request.
- C. The Service Cooperatives shall secure bids/quotes from insurance carriers/service providers on behalf of Service Cooperatives Members and respond to the carrier(s)/provider(s) with acceptance or rejection of their proposal within sixty (60) days of receiving data.
- D. The Service Cooperatives shall serve as liaison between representatives of the Members to this Agreement and the insurance carrier/service provider, including general communications, problem resolution transmittal of materials, and meeting coordination.
- E. The Service Cooperatives retains the right and responsibility at its sole discretion to terminate any agreement into which it has entered on behalf of the pool. In the course of carrying out its responsibility, the Service Cooperatives may conduct other business negotiations consistent with group benefits and their delivery mechanism.
- F. The Service Cooperatives may negotiate a plan of financing Member premiums (i.e. "retro Plan") which it determines best serves the interests of the Members of the pool. Any surpluses derived from said plan shall be held in trust.
- G. Pursuant to M.S. 471.59, Subd. 5, the Joint Powers Board shall direct the manner and formula of prorata distribution of any surplus and/or assets.
- H. The Service Cooperatives shall have no duty or liability to any of the Members, insurance carriers, or other service providers with respect to the fees, premiums and/or contract charges, cancellation notices, or other changes relating to the Member's subscribers.

JOINT POWERS

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- I. The Service Cooperatives will recuperate the cost of administering services in the Program by such means as deemed most appropriate by the Joint Powers Board.

IV. RIGHTS AND RESPONSIBILITIES OF MEMBERS:

- A. Any Service Cooperatives member, through its governing board, may become a party to this Agreement by executing and delivering this Agreement to the Service Cooperatives.
- B. Upon execution of this Agreement, the Member agrees to pay, when due, all premiums and/or contract charges required in the amounts and manner which may be established by the Joint Powers Board.
- C. Each member agrees to submit all necessary documents and/or data directly to the insurance carrier, service provider or Service Cooperatives, as directed, that are required to implement the specific service requested.
- D. Each Member shall maintain employee (census) data pertaining to insurance coverage (i.e. name, date of birth, sex, single or family coverage status, salary, date of hire, benefits, class of benefit levels, experience records) and shall send directly to the carrier, as required, all data representing its subscribers.

V. LENGTH OF THIS AGREEMENT, CONTRACTS AND TERMINATION

- A. Pursuant to M.S. 471.59, Subd. 4, this Agreement shall be ongoing. The effective date shall be the date both parties have signed this Agreement. Any member wishing to withdraw from any pool or related service in this Program shall provide a minimum of ninety (90) days written notice of said intent to the Service Cooperatives. Pursuant to Service Cooperatives Bylaws and any appropriate Minnesota Statute(s), withdrawal from this Agreement.

B. GROUP INSURANCE

- 1) If an individual Member's (single) rate for any individual pool or related service is increased by more than fifty percent (50%) in any given contract year, the affected Member may withdraw from the respective pool or service by giving written notice of its withdrawal to the Service Cooperatives and the insurance carrier/service provider at least thirty (30) days prior to the date on which the rate increase is effective.
- 2) Should an individual Member go out for bids or quotes independently without a fifty percent (50%) in any given contract year, the Service Cooperatives retains the right and responsibility to terminate said Member's participation in the appropriate group insurance service. An individual Member terminated under these conditions shall be ineligible to participate for a period of not less than two (2) complete contract years.
 - 2.1 "Going out for bid or quote" shall be defined as requesting and/or accepting a proposal.
- 3) The Service Cooperatives retains the right to shorten or extend the contract year should such action benefit the majority of individual Members.

VI. LIABILITY OF PARTIES:

To the extent authorized to do so by law, any Member which is party to this Agreement holds the Service Cooperatives and the other Members which are party to this Agreement harmless.

Contemplated in this provision are good faith efforts associated with the bidding, rating, claims, renewal, and administrative matters associated with the Agreement. Certain other responsibilities, including but not limited to, collective bargaining disputes, claims payments, employee ERISA and COBRA rights, claims, compliance with statutes, eligibility, premium and/or contract charge payments, retiree benefits, and enrollments, are the sole responsibility of the respective Member.

JOINT POWERS

Page 5

VII. WAIVER

Said Member waives its rights to any excesses resulting from this Agreement and no deficits will be held against the Member.

PURSUANT TO ALL APPLICABLE STATE AND FEDERAL LAWS, THIS AGREEMENT HAS BEEN APPROVED BY THE GOVERNING BOARDS OF THE PARTIES AND IS SIGNED BY THE DULY AUTHORIZED OFFICERS OF THE PARTIES.

MINNESOTA SERVICE COOPERATIVES

BY: *[Signature]*

TITLE: *Dir* DATE: *2/26/96*

BY: _____

TITLE: _____ DATE: _____

(MEMBER NAME) *City of Grand Marais*

BY: *Todd Bodin*

TITLE: *City Clerk* DATE: *2-2-96*

BY: _____

TITLE: _____ DATE: _____

**JOINT POWERS AGREEMENT
FOR GROUP EMPLOYEE BENEFITS AND OTHER FINANCIAL AND RISK
MANAGEMENT SERVICES**

This Joint Powers Agreement, hereinafter referred to as "Agreement," is made between Participant Member City of Grand Marais and other Participant Members as are now or may hereafter become parties to this Agreement, and the Northeast Service Cooperative hereinafter called the "SC."

RECITALS

Whereas, Minn. Stat. 471.59, Subds. 1 and 10, authorizes two or more governmental units to exercise jointly or cooperatively powers which they possess in common, and

Whereas, Minn. Stat. 123A.21, establishes service cooperatives, the purpose of which, among other things, is to assist participating governmental units in meeting certain specific needs which can most advantageously be met on a regional basis, and

Whereas, the Participant Members wish to authorize the SC Board of Directors to act as a joint board for the purpose of exercising certain powers as set forth in this Agreement, and

Whereas, the Participant Members acknowledge that the Board of Directors of the SC is representative of the parties to this Agreement;

NOW THEREFORE, the parties hereto agree as follows:

SECTION 1

PURPOSE, INTENT AND OBJECTIVE

1.1 **Purpose.** Under the provisions of Minnesota law, governmental units may enter into contracts to provide Group Employee Benefits for their employees and to obtain Other Financial and Risk Management Services deemed necessary or beneficial for their operation. Under the provisions of Minn. Stat. 471.59, two or more governmental units (including, but not limited to, school districts, counties, towns, other governmental agencies and service cooperatives) may agree to exercise jointly or cooperatively powers which they possess in common. The purpose of this Agreement is to authorize the Board to exercise the common powers of the participating governmental units in connection with certain matters pertaining to the administration and funding of Group Employee Benefits and the provisions of Other Financial and Risk Management Services, all as described herein. It is not the purpose of this Agreement to transfer to the Board the authority to execute contracts on behalf of Participants, or to in any manner become involved in any collective bargaining process.

1.2 **Compliance with Applicable Laws.** It is the parties' intent to comply with the applicable statutory requirements pertaining to requests for proposals for group insurance, self-insurance, COBRA and its Minnesota extensions, service cooperatives, and all other applicable federal and state statutes. Pursuant to the laws governing service cooperatives, it is also intended that nonprofit, non-governmental units be allowed to participate as Associate Members in the Group Employee Benefits and Other Financial and Risk Management Services made available pursuant to this Agreement, although it is not intended that such nonprofit, non-governmental units exercise any of the powers or

2.9 **Group Contract** shall mean an agreement for the rendering of services by and between a Participant and a Provider of such services. In connection with the self-insurance of employee health benefits, such an agreement may also mean a Participant's agreement to participate in a program of self-insurance.

2.10 **Group Employee Benefits** shall mean CBA Employee Benefits and Discretionary Employee Benefits.

2.11 **Other Financial and Risk Management Services** may include, but shall not be limited to, technical advice regarding borrowing programs, contracted legal services, property/casualty safety group protection, personal property and casualty protection, student accident, coverage, and other services as made available by Group Contract for Participants from time to time by the Board.

2.12 **Participant** means both Participant Members and Associate Members. It does not refer to individual employees obtaining insurance or other benefit coverage pursuant to a plan offered by a Participant which is funded or administered in whole or in part pursuant to this Agreement.

2.13 **Participant Member** means any governmental unit as defined in Minn. Stat. 471.59 which is accepted for participation in this Agreement by the Board, certifies that its employee benefit plans qualify as "governmental plans" that are exempt from application of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and agrees in writing to be bound by the terms of this Agreement (or is deemed to have so agreed as provided in Section 9 of this Agreement).

2.14 **Pool** means the collective group of Participants in a given program of Group Employee Benefits or Other Financial and Risk Management Services, as the context shall require. Absent an agreement expressly to the contrary, a separate Pool shall exist for each such program and a separate Group Contract shall exist between the Provider and each Participant for the rendering of services or benefits for which such Pool is formed.

2.15 **Program Funds** means any monies, reserves, excesses or other amounts, whether acquired through contributions, payments, discounts, dividends, refunds, credits, reserves, savings, interest or otherwise, that are held and administered in accordance with Section 6 of this Agreement.

2.16 **Provider** means the person, insurance carrier, third party administrator, or other entity which is selected by the Board, in its discretion, to provide Participants with Group Employee Benefits or Other Financial and Risk Management Services or, as in the case of self-insured health benefits, to provide administrative or other services in connection with such Benefits or Services.

2.17 **SC** means the Northeast Service Cooperative, a governmental agency and public corporation, whose existence is authorized by Minn. Stat. 123A.21.

representative notification of alternative financing arrangements shall be the responsibility of the Participant. The Group Contract for the provision of such benefits shall be between the Participant and the Provider. Pursuant to Minn. Stat. 471.6161, Subd.5, the Board has no authority nor authorization to change a policy or benefit respecting a Participant's CBA Employee Benefits in a manner that would reduce the aggregate value of such benefits.

4.2.2 Discretionary Employee Benefits. The Board may from time to time make available for adoption by Participants Discretionary Employee Benefits. The Board may arrange alternative financing arrangements respecting such benefits, and may administer or arrange for the administration of such benefits. The Group Contract for the provision of such benefits shall be between the Participant and the Provider. Notwithstanding that a Group Contract for Discretionary Employee Benefits be between a Participant and a Provider, the Board, upon reasonable notice to Participants, may prospectively amend, reduce or terminate any such Discretionary Employee Benefits in its sole and absolute discretion.

4.2.3 Reserves. The Board shall from time to time determine the minimum amount of funds needed for purposes of risk management and rate stabilization. Any such funds shall be held and used in accordance with, and subject to the limitations set forth in, Section 6.

4.2.4 Self-Insurance of Health Benefits. In accordance with Minn. Stat. 471.617, Group Employee Benefits that are employee health benefits may be self-insured. A self-insurance Pool made available by the Board shall be a pool established and operated by the Board, or by the Board and one or more other joint powers governing boards governed by Minn. Stat. 471.59 or service cooperatives governed by Minn. Stat. 123A.21.

4.3 Other Financial and Risk Management Services. The Board may make available Other Financial and Risk Management Services for electing Participants and may administer, or arrange for the administration of such services. The Board will determine the most cost-effective and appropriate manner in which to deliver Other Financial and Risk Management Services and the service fees and other costs pertaining to the same.

4.4 Carrier Contracts. The Board, alone or in collaboration with other governmental units, whether acting alone or jointly, including other service cooperatives, may negotiate Carrier Contracts for the benefit of the SC and each of the Participants with respect to any Group Employee Benefit or Other Financial and Risk Management Service. Such Carrier Contracts may establish, among other things:

- (a) the terms and conditions for any program,
- (b) premium or contribution rates and other costs,
- (c) funding arrangements,
- (d) administrative arrangements, including the extent to which the SC shall provide administrative services,
- (e) the applicable responsibilities of the Board, and

4.9 **Advisory Committee(s).** The Board may, but is not required to, appoint one or more advisory committees. The purpose of any such committee may include, without limitation, the receipt and processing of information relating to group employee benefits, and the future direction of such benefits as well as other programs and services. The Board shall consider, but is not required to adopt, advisory committee recommendations and proposals. Labor representation, when appropriate, on any advisory committee formed by the Board shall be, insofar as is reasonably possible, representative of the bargaining representatives of individuals covered in the relevant Pool. Notwithstanding anything to the contrary in this Section 4.8, the SC shall create a labor-management committee to advise it on certain matters as required by Minn. Stat. 123A.25.

4.10 **Authority of Board.** The Board, with due consideration given to recommendations submitted by any advisory committee which may be established, shall, unless otherwise expressly agreed, retain final authority in all matters relative to this Agreement and to the Group Employee Benefits and Other Financial and Risk Management Services subject to this Agreement; provided, however, that nothing in this Agreement shall permit the Board to enter into a Group Contract on behalf of a Participant, and that, subject to any applicable notice rules, nothing in this Agreement shall prevent a Participant from withdrawing from this Agreement, any Group Employee Benefit, or any Other Financial and Risk Management Service.

4.11 **Liability Limited.** The Board, its authorized representatives, employees and designees shall have no duty or liability to any of the Participants or Providers with respect to the fees, premium and/or contract charges, offers, acceptances or binders of coverage, cancellation notices, or other matters relating to a Participant's subscribers, all of which shall be the responsibility of the Participant. The Board, its authorized representatives, employees and designees, and each Participant shall have no duty or liability due to negligence of other Participants and Providers. When it is not exercising the joint powers authorized by this Agreement (and, therefore, not acting as the Board), the SC Board of Directors shall have no duty or obligation whatsoever to act for the benefit of Participants (as Participants).

4.12 **Withdrawal by Board.** The undertakings for the provision of Group Employee Benefits in this Agreement may be terminated by the Board or the SC (as applicable) at any time.

SECTION 5

RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS

5.1 **Enrollment and Renewal.** Participants may elect whether to participate in any Group Employee Benefit and any Other Financial and Risk Management Service made available by the Board. If a Participant elects to participate in a Group Employee Benefit or Other Financial or Risk Management Service, the Participant must execute any applicable Group Contract, Group Contract amendment, enrollment and renewal documents directly with the Provider.

5.2 **Participants to Furnish Data.** Each Participant agrees to furnish all reasonably necessary employee data directly to the SC or its designee.

5.3 **Remittance of Premiums and Contract Charges.** The Participant shall remit premiums and/or contract charges in the time and manner as from time to time determined by the Board.

5.4 **CBA Employee Benefits.** Each Participant that participates in CBA Employee Benefits shall

period of twelve (12) months from the date of such withdrawal or deemed withdrawal. If a Participant withdraws or is deemed by the Board to have withdrawn from this Agreement, such Participant's participation in this Agreement (and any Pool offered hereunder) shall be prohibited for a period of twelve (12) months from the date of such withdrawal or deemed withdrawal.

SECTION 6

PROGRAM FUNDS ADMINISTRATION

6.1 **Program Funds.** It is understood and agreed that, in connection with the Group Employee Benefits and Other Financial and Risk Management Services made available pursuant to this Agreement, the Board may acquire Program Funds. The Board may, in its discretion, establish and maintain separate accounts for specified portions of the Program Funds, and may designate specific purposes, such as the payment and financing of Group Employee Benefits or the stabilization of the cost of such benefits, for which the amounts credited to such account shall be used, but it shall not be required to do so.

6.2 **General Rules Regarding Management and Disposition of Program Funds.**

Program Funds shall be used solely for the purposes of providing Group Employee Benefits and Other Financial and Risk Management Services, providing related services, defraying the reasonable expenses of administering such benefits and services, and, if the Board determines that such use would either directly or indirectly benefit Participants (e.g., by spreading risk, achieving economies of scale, generating revenues or enhancing the Board's ability to negotiate with Providers as a result of the Board's visibility, presence in the marketplace or enhanced expertise), establishing, providing and administering similar benefits and services offered by the joint action of other governmental units. Program Funds shall not inure to the benefit of the Board; this prohibition shall not, however, prohibit the payment of service fees to an SC as provided below. Subject to the foregoing, the Board, in its sole discretion, shall determine the management and disposition of the Program Funds. The Board may consider Advisory Committee recommendations regarding the use of Program Funds before any determinations are made. The following are examples of purposes for which the Board may use and apply Program Funds.

(a) to negotiate the purchase of, administer, provide and maintain (either directly or through the purchase of insurance, or both) Group Employee Benefits (including, but not limited to programs related to the purpose for which the Fund was created, such as, for example, in the case of a Health Pool, an Employee Assistance Program (EAP) and Wellness Program) and Other Financial and Risk Management Services;

(b) to pay or provide for the payment of reasonable and necessary expenses of administering Group Employee Benefits and Other Financial and Risk Management Services including, without limitation, all expenses which may be incurred in connection with the establishment and administration of Pools, the employment of administrative, legal, accounting, other expert and clerical assistance, the leasing of such premises and the purchase of lease materials, supplies, equipment, and liability and property insurance;

(c) to establish and accumulate funds deemed adequate by the Board to carry out the purposes of the Pools, for example, for purposes of rate stability and risk reserve;

(d) to pay any federal, state or local income, employment, death or other tax which may

LENGTH OF AGREEMENT AND TERMINATION

Pursuant to Minn. Stat. 471.59, Subd. 4, but subject to the provisions herein relating to Participant withdrawal, this Agreement shall be ongoing.

SECTION 8

LIABILITY OF PARTIES

Any Participant to this Agreement holds the Board and its employees and its designees, and the SC and its board, employees and designees, harmless from any and all causes of action arising at law or in equity unless such action shall arise from its or their gross negligence and is permitted, after application of all doctrines and statutes respecting immunity, by applicable law. The parties agree to waive any rights to litigation from any dispute arising out of this Agreement unless such action is the result of intentional wrongdoing. All benefits hereunder are the sole responsibility of the Provider(s) and the Participants, and shall not be the responsibility of the Board or the SC.

SECTION 9

AGREEMENT BY PARTICIPATION

Any governmental unit, and any nonprofit or non-governmental entity, which participates in any of the Group Employee Benefits or Other Financial and Risk Management Services and remits premium and/or contract charges in accordance with this Agreement, shall be deemed to have approved this Agreement and, in the case of an eligible governmental unit, to have executed this Agreement by its duly authorized officers, and shall be bound by the terms and conditions of this Agreement to the same extent as if such formal approval had been obtained and such execution had occurred.

SECTION 10

SOLICITATION OF BIDS

Notwithstanding anything in the Joint Powers Agreement to the contrary, the following amendments and additions, consistent with changes made by the Minnesota State Legislature in 2006, shall become part of the Joint Powers Agreement.

1. All members of Service Cooperative Health Insurance Pools may solicit bids and other information from competing sources of health coverage at any time other than within the five months prior to the end of the Carrier Contract.
2. Should a member of the Health Insurance Pool solicit bids pursuant to #1 above, the Service Cooperative will not impose a fine or other penalty against the member for soliciting a bid or other information during the allowed period. Should a member leave the Service Cooperative Health Insurance Pool and obtain health insurance coverage elsewhere, the Service Cooperative may prohibit member from participating in Service Cooperative coverage for a period of up to one year.

Pursuant to all applicable state and federal laws, this Agreement has been approved by the governing boards of the parties and is signed by the duly authorized officers of the parties.

PARTICIPANT MEMBER

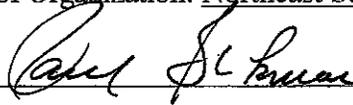
Name of Organization: City of Grand Marais

Title _____

Date _____

SERVICE COOPERATIVE

Name of Organization: Northeast Service Cooperative

By 

Title Executive Director

Date 12/22/2015

Upcoming Meeting Schedule

Updated January 8, 2016

JANUARY

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

FEBRUARY

Date/Time	Meeting	Location
Wednesday, February 10, 6:30 p.m.	City Council Meeting	Council Chambers
Wednesday, February 24, 6:30 p.m.	City Council Meeting	Council Chambers
Thursday, February 25, 4:00 p.m.	Joint C/C/S/T	City Hall