

AGENDA
CITY COUNCIL MEETING
May 28, 2014
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. NSHCF Raffle Permit

E. Personnel Update

- Parks Facilities Manager
- Parks Seasonal Hires

F. Lola's Sweet Life Bakery Bike

G. Ordinance 2014-03 Brewer Taproom Licenses

H. Oswald ROW Use License

I. Other items as necessary

J. Council & Staff Reports

K. Attached correspondence:

1. Stone Harbor Correspondence Re: Paddleboard Demos
2. Other Meeting Minutes
3. Upcoming Meeting Schedule

L. Adjourn

CITY OF GRAND MARAIS
MINUTES
May 14, 2014

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

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

Members absent: None

Staff present: Kim Dunsmoor, Dave Tersteeg, Chris Hood and Brandon Fitzsimmons

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 Lenz, seconded by Spry to approve the Agenda; April 30, 2014, Minutes; and Payment of Bills. Approved unanimously.

Maggie Barnard, CCVB, presented the Grand Marais Classic Car Show Application for Streets and Sidewalk Permit scheduled for June 7, 2014.

Motion by Kennedy, seconded by Lenz to approve the CCVB Grand Marais Classic Car Show Permit. Approved unanimously.

Amy Demmer, Grand Marais Art Colony, presented the Grand Marais Arts Festival Application for Streets and Sidewalk Permit scheduled for July 11th – 13th.

Motion by Sivertson, seconded by Spry to approve the Grand Marais Arts Festival Permit. Approved unanimously.

Jeff Suck and Gary Nesgoda Jr. asked for permission to construct 15th Ave W including clearing of trees and installation of water and sewer lines.

Motion by Spry, seconded by Kennedy to direct the City Administrator to follow-up on the Suck/Nesgoda request and prepare a suggested course of action for an upcoming meeting. Approved unanimously.

Kristen DeArruda, Sawtooth Mountain Clinic/project coordinator, and Natalie Gilley, Bicycle Alliance of MN updated the council on the Moving Matters project to create places in Cook County for walking and bicycling. Bicycling is both exercise and transportation. The League of American Bicyclists has designated Grand Marais as a Bicycle Friendly Community at the Bronze level. Four main points for consideration are working with MNDoT on Highway 61 to make a safer more connected corridor, provide bike racks around the community, have events promoting bicycling events, and employers supporting the low impact exercise and bicycling to work. In the Bicycle Friendly Community Feedback Report, there are 35 suggestions and 8 of those are in progress. Council suggested putting a bicycle rack at City Hall.

Dave Tersteeg, Parks Manager, discussed the Parkside Public Access Project. The Park Board has concluded the initial public comment period and recommends that the City Council continue to work with the MN Department of Natural Resources Division of Trails and Waterways on improvements to Lake Superior public water access in the southwest corner of the harbor and City land within the recreation area. The Park Board also created a list of priorities they want the DNR to consider in the final design including maintaining access and security to the City's municipal water treatment plant, pedestrian access on the break wall, haul-out and launch capability for Lake Superior boats up to 40', future improvements not exceeding current height, non-motorized watercraft access, and space for public art and fireworks.

Motion by Lenz, seconded by Spry to approve continuing work with the DNR including the Park Board's priority list to create a good functioning launch area for small and large visitors of the harbor. Approved unanimously.

Motion by Kennedy, seconded by Sivertson to approve hiring of Anders Lindquist as Library Page. Approved unanimously.

Motion by Sivertson, seconded by Lenz to approve hiring of Chris LaVigne as Liquor Store Manager. Approved unanimously.

Motion by Kennedy, seconded by Lenz to approve the Golf Laborer position. Approved unanimously.

Motion by Spry, seconded by Lenz to adopt the Property Maintenance Laborer Position. Approved unanimously.

Motion by Kennedy, seconded by Sivertson to approve the Memorandum of Understanding between the City of Grand Marais and AFSCME Council 5 adding the Property Maintenance Laborer job description, points and pay to the Collective Bargaining Agreement. Approved unanimously.

City Attorney Brandon Fitzsimmons discussed the Grievance Settlement Agreement between the City of Grand Marais, AFSCME Council 5 and Charles Christiansen. The Union representative countered the City's drafted settlement agreement with changes that remove boiler plate language that protects the City's management rights. The city attorney went through the agreement and advised the council on the provisions that could be removed and the provisions that should not be removed and gave the council three options: hold firm on the city's first version of the settlement, accept the unions counteroffer, or make some changes as discussed by the city attorney.

Motion by Kennedy, seconded by Spry to approve the Grievance Settlement Agreement as drafted by the City with certain modifications by AFSCME and with further modifications by the City as the counter proposal. Approved unanimously.

Motion by Spry, seconded by Sivertson to approve assigned fund balances effective December 31, 2013, as follows: Sealcoating \$85,964.48, Buildings \$61,713.11, Street Equipment \$20,263.88, and Street Reconstruction \$317,369.88. Approved unanimously.

Councilor Lenz' Report:

- 1) The Park Board will purchase "Star Twin 1320 Kanopy" at a cost of \$3,870 with donations of \$1,000 from the Lion's Club and \$500 from Moving Matters.
- 2) The Historical Society asked permission to install an Ice House and Smoker near the Fish House - granted. They also asked for a short term agreement to keep the Fish House and NeeGee in its present position – not granted. They also asked to have a representative from the Historical Society when a Lake Walk Plan is developed – granted.
- 3) Mark and Ruth Ann Olson are donating a sculpture in Memory of their son, Quinn. The name of the piece is "Cherry Blossom" and is 89" high and 36" wide. The Park Board happily accepted the art, but its placement site is to be determined.

Councilor Sivertson expressed a need for a public art board that reviews outdoor art and would create a process to accept or deny donations of public art. Public entities need to be careful of the public perception of art that is donated and any strings attached to that art. Many other cities have a Public Art Board. This should be a matter for a future council meeting.

Councilor Spry's Report:

- 1) The EDA held their Open House. They would have liked a larger turnout, but it was well received by those that attended. They will consider another event at a future date.

Councilor Sivertson's Report:

- 1) The Library Director started work on Monday, May 12th.

There being no further business, the meeting adjourned at 5:54 p.m.



CITY OF GRAND MARAIS

05/16/14 6:36 PM

Page 1

Payments

Current Period: May 2014

Batch Name	051614 CPAP Payments	User Dollar Amt	\$27,245.72	Computer Dollar Amt	\$27,245.72		
						\$0.00	In Balance
Refer	62462 PERA			Ck# 002561E	5/16/2014		
Cash Payment	G 101-21704 PERA						\$3,569.45
Invoice	10 CPYR 14	5/16/2014					
Transaction Date	5/16/2014		MAIN CHECKING G	10100		Total	\$3,569.45
Refer	62463 ING			Ck# 002562E	5/16/2014		
Cash Payment	G 101-21720 MN State Retirement DeferC						\$240.00
Invoice	10 CPYR 14	5/16/2014					
Transaction Date	5/16/2014		MAIN CHECKING G	10100		Total	\$240.00
Refer	62464 MN DEPT OF REVENUE-EFTPS			Ck# 002563E	5/16/2014		
Cash Payment	G 101-21702 State Withholding						\$1,085.76
Invoice	10 CPYR 14	5/16/2014					
Transaction Date	5/16/2014		MAIN CHECKING G	10100		Total	\$1,085.76
Refer	62465 MII LIFE-FLEX			Ck# 002564E	5/15/2014		
Cash Payment	G 101-21713 Flex Plan Spending						\$410.94
Invoice	10 CPYR 14	5/13/2014					
Transaction Date	5/16/2014		MAIN CHECKING G	10100		Total	\$410.94
Refer	62466 DEPT OF THE TREASURY IRS			Ck# 002565E	5/16/2014		
Cash Payment	G 101-21703 FICA Tax Withholding						\$3,120.56
Invoice	10 CPYR 14	5/16/2014					
Cash Payment	G 101-21717 Medicare						\$735.24
Invoice	10 CPYR 14	5/16/2014					
Cash Payment	G 101-21701 Federal Withholding						\$2,231.25
Invoice	10 CPYR 14	5/16/2014					
Transaction Date	5/16/2014		MAIN CHECKING G	10100		Total	\$6,087.05
Refer	62467 MN DEPT OF REVENUE-EFTPS			Ck# 002566E	5/9/2014		
Cash Payment	G 101-20800 Taxes Due (State MN)						\$433.00
Invoice	APR SALES	4/30/2014					
Cash Payment	G 609-20800 Taxes Due (State MN)						\$10,907.00
Invoice	APR SALES	4/30/2014					
Cash Payment	G 211-20800 Taxes Due (State MN)						\$38.00
Invoice	APR SALES	4/30/2014					
Transaction Date	5/16/2014		MAIN CHECKING G	10100		Total	\$11,378.00
Refer	62468 CENTURYLINK						
Cash Payment	E 609-49750-321 Telephone						\$59.65
Invoice	2183871630	5/1/2014					
Cash Payment	E 101-41400-321 Telephone						\$339.52
Invoice	2183871848	5/1/2014					
Cash Payment	E 613-45125-321 Telephone						\$48.48
Invoice	2183879988	5/1/2014					
Cash Payment	E 101-42200-321 Telephone						\$31.62
Invoice	2183879092	5/1/2014					
Cash Payment	E 211-45500-321 Telephone						\$227.79
Invoice	2183871140	5/1/2014					



City of Grand Marais

CITY OF GRAND MARAIS

Payments

05/16/14 6:36 PM

Page 2

Current Period: May 2014

Cash Payment	E 101-45100-321 Telephone				\$363.67
Invoice	2183871712	5/1/2014			
Transaction Date	5/16/2014	MAIN CHECKING G	10100	Total	\$1,070.73
Refer	62469 COCA-COLA REFRESHMENTS				
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa				\$126.88
Invoice	0658066312	5/14/2014			
Transaction Date	5/16/2014	MAIN CHECKING G	10100	Total	\$126.88
Refer	62470 WIRTZ BEVERAGE MINNESOTA				
Cash Payment	E 609-49750-251 Liquor For Resale				\$3,088.50
Invoice	1080178163	5/13/2014			
Cash Payment	E 609-49750-259 Other For Resale				\$107.01
Invoice	1080178163	5/13/2014			
Cash Payment	E 609-49750-333 Freight and Express				\$81.40
Invoice	1080178163	5/13/2014			
Transaction Date	5/16/2014	MAIN CHECKING G	10100	Total	\$3,276.91

Fund Summary

	10100 MAIN CHECKING GMSB	
101 GENERAL FUND		\$12,561.01
211 LIBRARY		\$265.79
609 MUNICIPAL LIQUOR FUND		\$14,370.44
613 GOLF COURSE		\$48.48
		<u>\$27,245.72</u>

Pre-Written Checks	\$22,771.20
Checks to be Generated by the Computer	\$4,474.52
Total	<u>\$27,245.72</u>



City of Grand Marais

CITY OF GRAND MARAIS

Payments

05/23/14 2:00 PM

Page 1

Current Period: May 2014

Batch Name	5/29/2014	User Dollar Amt	\$79,366.27		
	Payments	Computer Dollar Amt	\$79,366.27		
				\$0.00	In Balance
Refer	62471	<i>INDEPENDENT PAPER GROUP</i>			
Cash Payment	E 101-43100-220	Repair/Maint Supply (GE	2014		\$587.50
Invoice	117887	5/9/2014			
Cash Payment	E 101-41940-210	Operating Supplies (GE	2014		\$197.00
Invoice	117887	5/9/2014			
Transaction Date	5/19/2014	MAIN CHECKING G	10100	Total	\$784.50
Refer	62472	<i>BIRCH TERRACE SUPPER CLUB</i>			
Cash Payment	E 613-45125-255	Food For Resale	2014		\$159.50
Invoice	ROLLERGRILLD	5/15/2014			
Transaction Date	5/19/2014	MAIN CHECKING G	10100	Total	\$159.50
Refer	62473	<i>SOUTHERN WINE & SPIRITS OF M</i>			
Cash Payment	E 609-49750-251	Liquor For Resale	2014		\$1,170.50
Invoice	1162067	5/15/2014			
Cash Payment	E 609-49750-333	Freight and Express	2014		\$35.00
Invoice	1162067	5/15/2014			
Cash Payment	E 609-49750-251	Liquor For Resale	2014		-\$81.00
Invoice	1138250	3/12/2014			
Cash Payment	E 609-49750-333	Freight and Express	2014		-\$2.00
Invoice	1138250	3/12/2014			
Transaction Date	5/19/2014	MAIN CHECKING G	10100	Total	\$1,122.50
Refer	62474	<i>BERNICKS</i>			
Cash Payment	E 609-49750-259	Other For Resale	2014		\$42.00
Invoice	397162	5/8/2014			
Cash Payment	E 609-49750-252	Beer For Resale	2014		\$3,355.35
Invoice	397163	5/8/2014			
Cash Payment	E 609-49750-259	Other For Resale	2014		\$52.00
Invoice	396044	5/1/2014			
Cash Payment	E 609-49750-252	Beer For Resale	2014		\$3,766.35
Invoice	396045	5/1/2014			
Cash Payment	E 613-45125-255	Food For Resale	2014		\$267.72
Invoice	11183	5/8/2014			
Cash Payment	E 613-45125-252	Beer For Resale	2014		\$202.40
Invoice	397041	5/8/2014			
Cash Payment	E 613-45125-260	Soft Drinks/Mix For Resa	2014		\$301.78
Invoice	397040	5/8/2014			
Transaction Date	5/19/2014	MAIN CHECKING G	10100	Total	\$7,987.60
Refer	62476	<i>BAKER & TAYLOR</i>			
Cash Payment	E 211-45500-435	Books, Periodicals, AV	2014		\$383.69
Invoice	2029353378	5/2/2014			
Cash Payment	E 211-45500-435	Books, Periodicals, AV	2014		\$114.53
Invoice	2029337886	4/29/2014			
Transaction Date	5/19/2014	MAIN CHECKING G	10100	Total	\$498.22
Refer	62477	<i>USA TODAY</i>			



City of Grand Marais

CITY OF GRAND MARAIS

Payments

05/23/14 2:00 PM

Page 2

Current Period: May 2014

Cash Payment	E 211-45500-435 Books, Periodicals, AV	2014		\$300.03
Invoice	6395357	5/2/2014		
Transaction Date	5/19/2014	MAIN CHECKING G	10100	Total \$300.03
Refer	62478	COOK COUNTY NEWS HERALD		
Cash Payment	E 211-45500-340 Advertising	2014		\$96.00
Invoice	APRIL 2014	5/19/2014		
Transaction Date	5/19/2014	MAIN CHECKING G	10100	Total \$96.00
Refer	62479	COMO OIL & PROPANE		
Cash Payment	E 211-45500-217 Heating Fuel	2014		\$367.76
Invoice	721855	5/12/2014		
Cash Payment	E 101-41940-217 Heating Fuel	2014		\$783.78
Invoice	530020	5/5/2014		
Transaction Date	5/19/2014	MAIN CHECKING G	10100	Total \$1,151.54
Refer	62480	COOK COUNTY VISITORS BUREA		
Cash Payment	G 101-20802 Cook County Lodging Tax	2014		\$6,803.83
Invoice	March 2014	5/19/2014		
Transaction Date	5/19/2014	MAIN CHECKING G	10100	Total \$6,803.83
Refer	62481	PHILLIPS WINE & SPIRITS		
Cash Payment	E 609-49750-251 Liquor For Resale	2014		\$3,695.95
Invoice	2600199	5/7/2014		
Cash Payment	E 609-49750-333 Freight and Express	2014		\$118.43
Invoice	2600199	5/7/2014		
Transaction Date	5/19/2014	MAIN CHECKING G	10100	Total \$3,814.38
Refer	62482	WINE MERCHANTS		
Cash Payment	E 609-49750-251 Liquor For Resale	2014		\$485.00
Invoice	502169	5/7/2014		
Cash Payment	E 609-49750-333 Freight and Express	2014		\$12.85
Invoice	502169	5/7/2014		
Transaction Date	5/19/2014	MAIN CHECKING G	10100	Total \$497.85
Refer	62483	JOHNSON BROTHER LIQUOR		
Cash Payment	E 609-49750-251 Liquor For Resale	2014		\$2,684.25
Invoice	1844050	5/7/2014		
Cash Payment	E 609-49750-333 Freight and Express	2014		\$113.08
Invoice	1844050	5/7/2014		
Cash Payment	E 609-49750-251 Liquor For Resale	2014		\$6,162.22
Invoice	1844051	5/7/2014		
Cash Payment	E 609-49750-259 Other For Resale	2014		\$32.25
Invoice	1844051	5/7/2014		
Cash Payment	E 609-49750-333 Freight and Express	2014		\$192.75
Invoice	1844051	5/7/2014		
Transaction Date	5/19/2014	MAIN CHECKING G	10100	Total \$9,184.55
Refer	62484	VINOCOPIA		
Cash Payment	E 609-49750-251 Liquor For Resale	2014		\$306.00
Invoice	0098177-N	5/8/2014		
Cash Payment	E 609-49750-333 Freight and Express	2014		\$20.00
Invoice	0098177-N	5/8/2014		



CITY OF GRAND MARAIS

05/23/14 2:00 PM

Page 4

Payments

City of Grand Marais

Current Period: May 2014

Transaction Date	5/21/2014	MAIN CHECKING G	10100	Total	\$660.76
Refer	62499 <i>SUPERIOR BEVERAGES LLP</i>				
Cash Payment	E 613-45125-252 Beer For Resale	2014			\$257.60
Invoice	449800 5/14/2014				
Cash Payment	E 609-49750-252 Beer For Resale	2014			\$3,330.55
Invoice	449737 5/14/2014				
Cash Payment	E 609-49750-259 Other For Resale	2014			\$104.75
Invoice	449737 5/14/2014				
Cash Payment	E 609-49750-252 Beer For Resale	2014			\$2,645.50
Invoice	450217 5/21/2014				
Transaction Date	5/21/2014	MAIN CHECKING G	10100	Total	\$6,338.40
Refer	62500 <i>ROHLFING INC.</i>				
Cash Payment	E 613-45125-252 Beer For Resale	2014			\$185.80
Invoice	394926 5/14/2014				
Cash Payment	E 609-49750-252 Beer For Resale	2014			\$3,702.80
Invoice	394924 5/14/2014				
Cash Payment	E 609-49750-252 Beer For Resale	2014			\$4,932.75
Invoice	395223 5/21/2014				
Cash Payment	E 609-49750-259 Other For Resale	2014			\$135.50
Invoice	395223 5/21/2014				
Transaction Date	5/21/2014	MAIN CHECKING G	10100	Total	\$8,956.85
Refer	62501 <i>THE AMERICAN BOTTLING COMP</i>				
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa	2014			\$107.75
Invoice	2436720423 5/19/2014				
Transaction Date	5/21/2014	MAIN CHECKING G	10100	Total	\$107.75
Refer	62502 <i>MCI MEGA PREFERRED</i>				
Cash Payment	E 101-41400-321 Telephone	2014			\$38.96
Invoice	08678993875 5/21/2014				
Cash Payment	E 211-45500-321 Telephone	2014			\$12.88
Invoice	08678993875 5/21/2014				
Cash Payment	E 609-49750-321 Telephone	2014			\$6.38
Invoice	08678993875 5/21/2014				
Cash Payment	E 613-45125-321 Telephone	2014			\$2.79
Invoice	08678993875 5/21/2014				
Cash Payment	E 101-43100-321 Telephone	2014			\$0.98
Invoice	08678993875 5/21/2014				
Transaction Date	5/21/2014	MAIN CHECKING G	10100	Total	\$61.99
Refer	62503 <i>NORDIC ELECTRIC</i>				
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE	2014			\$85.00
Invoice	14070 5/20/2014				
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE				\$104.45
Invoice	14080 5/22/2014				
Transaction Date	5/21/2014	MAIN CHECKING G	10100	Total	\$189.45
Refer	62504 <i>TWIN PORTS PAPER & SUPPLY IN</i>				
Cash Payment	E 101-45100-210 Operating Supplies (GE	2014			\$121.65
Invoice	226827 5/13/2014				
Transaction Date	5/21/2014	MAIN CHECKING G	10100	Total	\$121.65



City of Grand Marais

CITY OF GRAND MARAIS

Payments

05/23/14 2:00 PM

Page 5

Current Period: May 2014

Refer	62505	<i>BOREAL ACCESS</i>	-				
Cash Payment	E 101-45100-210	Operating Supplies (GE	2014			\$84.95	
Invoice	140516-0900	5/16/2014					
Transaction Date	5/21/2014	MAIN CHECKING G	10100	Total		\$84.95	
Refer	62506	<i>QUILL CORPORATION</i>	-				
Cash Payment	E 101-45100-200	Office Supplies (GENER	2014			\$100.92	
Invoice	2770900	5/7/2014					
Transaction Date	5/21/2014	MAIN CHECKING G	10100	Total		\$100.92	
Refer	62507	<i>EMERGENCY RESPONSE SOLUTI</i>	-				
Cash Payment	E 101-42200-240	Small Tools and Minor E	2014			\$747.03	
Invoice	2081	5/5/2014					
Transaction Date	5/23/2014	MAIN CHECKING G	10100	Total		\$747.03	
Refer	62508	<i>MINNESOTA AMBULANCE ASSOCI</i>	-				
Cash Payment	E 101-42200-433	Dues and Subscriptions	2014			\$75.00	
Invoice	2014 DUES	4/29/2014					
Transaction Date	5/23/2014	MAIN CHECKING G	10100	Total		\$75.00	
Refer	62509	<i>NORTH SHORE WASTE</i>	-				
Cash Payment	E 101-42200-384	Refuse/Garbage Dispos	2014			\$60.00	
Invoice	9440	5/13/2014					
Transaction Date	5/23/2014	MAIN CHECKING G	10100	Total		\$60.00	
Refer	62510	<i>THE PRINT SHOP</i>	-				
Cash Payment	E 101-45100-210	Operating Supplies (GE	2014			\$118.90	
Invoice	4367	2/3/2014					
Transaction Date	5/23/2014	MAIN CHECKING G	10100	Total		\$118.90	
Refer	62511	<i>ST CROIX RECREATION COMPAN</i>	-				
Cash Payment	E 101-45100-580	Capital Outlay (Equipme	2014			\$2,410.78	
Invoice	18040	4/15/2014					
Transaction Date	5/23/2014	MAIN CHECKING G	10100	Total		\$2,410.78	
Refer	62512	<i>COUNTY PLUMBING & HEATING</i>	-				
Cash Payment	E 101-45100-220	Repair/Maint Supply (GE	2014			\$852.42	
Invoice	9064	5/17/2014					
Transaction Date	5/23/2014	MAIN CHECKING G	10100	Total		\$852.42	
Refer	62513	<i>DUNSMOOR, ANNETTE (KIM)</i>	-				
Cash Payment	E 101-41400-330	Transportation/School	2014			\$362.43	
Invoice	GPOA CONF.	5/22/2014					
Transaction Date	5/23/2014	MAIN CHECKING G	10100	Total		\$362.43	
Refer	62514	<i>CCLEP</i>	-				
Cash Payment	E 101-41900-310	Service Agreements	2014			\$2,000.00	
Invoice	20143	5/5/2014					
Transaction Date	5/23/2014	MAIN CHECKING G	10100	Total		\$2,000.00	
Refer	62515	<i>QUILL CORPORATION</i>	-				
Cash Payment	E 101-41400-200	Office Supplies (GENER	2014			\$114.13	
Invoice	2980162	5/15/2014					
Transaction Date	5/23/2014	MAIN CHECKING G	10100	Total		\$114.13	
Refer	62516	<i>ARCTIC GLACIER INC.</i>	-				



CITY OF GRAND MARAIS

05/23/14 2:00 PM

Page 6

Payments

City of Grand Marais

Current Period: May 2014

Cash Payment	E 609-49750-259 Other For Resale	2014		\$216.30
Invoice	27181	5/21/2014		
Transaction Date	5/23/2014	MAIN CHECKING G	10100	Total \$216.30
Refer	62517 BOREAL ENTERPRISES LLC			
Cash Payment	E 101-41900-430 Miscellaneous (GENERA	2014		\$4,450.00
Invoice	2014-013B	4/23/2014		
Transaction Date	5/23/2014	MAIN CHECKING G	10100	Total \$4,450.00
Refer	62518 ROTH, MIKE			
Cash Payment	E 101-41400-330 Transportation/School	2014		\$273.17
Invoice	MCMA CONF	5/23/2014		
Transaction Date	5/23/2014	MAIN CHECKING G	10100	Total \$273.17

Fund Summary

	10100 MAIN CHECKING GMSB	
101 GENERAL FUND		\$34,306.55
211 LIBRARY		\$1,274.89
609 MUNICIPAL LIQUOR FUND		\$37,267.14
613 GOLF COURSE		\$6,517.69
		\$79,366.27

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$79,366.27
Total	\$79,366.27

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that: - conducts lawful gambling on five or fewer days, and - awards less than \$50,000 in prizes during a calendar year. If total prize value for the year will be \$1,500 or less, contact the licensing specialist assigned to your county.	Application fee (non refundable) If application is postmarked or received 30 days or more before the event \$50 ; otherwise \$100 .
--	---

ORGANIZATION INFORMATION

Organization name <i>North Shore Health Care Foundation</i>	Previous gambling permit number			
Minnesota tax ID number, if any <i>2489855</i>	Federal employer ID number (FEIN), if any <i>41-1694904</i>			
Type of nonprofit organization. Check one. <input type="checkbox"/> Fraternal <input type="checkbox"/> Religious <input type="checkbox"/> Veterans <input checked="" type="checkbox"/> Other nonprofit organization				
Mailing address <i>P.O. Box 454</i>	City <i>Grand Marais</i>	State <i>MN</i>	Zip code <i>55604</i>	County <i>Cook</i>
Name of chief executive officer [CEO] <i>Karl Hansen</i>	Daytime phone number <i>218-387-9076</i>	E-mail address <i>nshcf@boreal.org</i>		

NONPROFIT STATUS

Attach a copy of ONE of the following for proof of nonprofit status.

Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.
 Don't have a copy? This certificate must be obtained each year from:
 Secretary of State, Business Services Div., 60 Empire Drive, Suite 100, St. Paul, MN 55103
 Phone: 651-296-2803

IRS income tax exemption [501(c)] letter in your organization's name.
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization [charter]
 If your organization falls under a parent organization, attach copies of **both** of the following:
 a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 b. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place.
Care Partners office, lower level Sawtooth Mountain Clinic

Address [do not use PO box] <i>501 W 5th Street</i>	City or township <i>Grand Marais</i>	Zip code <i>55604</i>	County <i>Cook</i>
---	---	--------------------------	-----------------------

Date[s] of activity. For raffles, indicate the date of the drawing.
October 13, 2014

Check each type of gambling activity that your organization will conduct.
 Bingo* Raffle [total value of raffle prizes awarded for year *\$1250*] Paddlewheels* Pull-tabs* Tipboards*

***Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. **EXCEPTION:** Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to www.gcb.state.mn.us and click on **Distributors** under the **WHO'S WHO? LIST OF LICENSEES**, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

**CITY APPROVAL
for a gambling premises
located within city limits**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days [60 days for a 1st class city].
- The application is denied.

Print city name _____

Signature of city personnel _____

Title _____ Date _____



**COUNTY APPROVAL
for a gambling premises
located in a township**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print county name _____

Signature of county personnel _____

Title _____ Date _____

TOWNSHIP. If required by the county.

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits.

[A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.166.]

Print township name _____

Signature of township officer _____

Title _____ Date _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief executive officer's signature _____ Date _____

Print name _____

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
 - all gambling conducted on one day.
- Only one application is required if one or more raffle drawings are conducted on the same day

Send application with:

- a copy of your proof of nonprofit status, and
- application fee (non refundable). Make check payable to "State of Minnesota."

To: Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Financial report and recordkeeping required

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.gcb.state.mn.us.

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board.

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

This form will be made available in alternative format (i.e. large print, Braille) upon request.

Data privacy notice: The Information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board.

All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney

General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

Memo

To: Mike Roth, City Administrator
From: Dave Tersteeg, Parks Manager
CC: City Council Members
Date: 5/22/2014
Re: Hiring recommendations

We have concluded the selection process for the new Parks Facilities Manager. There were a total of 11 applications, including several highly qualified individuals. Interviews were conducted with the top 5 candidates.

I recommend David Hepler be hired for the position of Parks Facilities Manager.

Several candidates for seasonal positions have also been interviewed in the past month. I recommend hiring the following individuals:

- Kari Benedix – seasonal park office clerk
- Karl Olson – seasonal park maintenance worker
- Kayla Bronikowski – seasonal washroom custodian
- Rod Hufford – seasonal washroom custodian

City of Grand Marais

MEMO

TO: Mayor Carlson
City Council Members
FROM: Michael J. Roth, City Administrator
DATE: May 23, 2014
SUBJECT: Lola's Bakery Bike Peddler's Permit

Staci Drouillard has applied for an annual peddler's permit for her bakery bike vending. She has conducted this business with City Council approval in the past. A peddler's permit is generally approved administratively, but requires the permission of the property owner where sales will be conducted. In this case that is the City Council.

We do not have a policy on allowing vendors to use the public rights of way. We have allowed vendors during City festivals, and we have allowed vendors on a case by case basis on the beach at the end of 1st Avenue West, including the recently approved RC sailboat rentals. The bakery bike is the only vendor we have allowed to conduct this type of operation. I do get questions regarding food truck or trailer operations, and have generally advised them to find a location on private property.

City of Grand Marais

MEMO

TO: Mayor Carlson
City Council Members
FROM: Michael J. Roth, City Administrator
DATE: May 23, 2014
SUBJECT: Ordinance 2014-13 Brewer Taproom Licenses

Attached is draft ordinance 2014-03 modifying City Code Chapter 6 to add provisions for licensing and regulating brewer taprooms and off-sale of beer in “growlers.” These changes are necessary to allow a brewery to serve their product on premises and sell their product for consumption off premises directly from the brewery.

Earlier the City amended its zoning ordinance to allow for certain manufacturing uses to be conducted in retail zones. This ordinance will add an addition necessary piece to allow for the proposed brewery and taproom in the City.

ORDINANCE NO. 2014-03

**AN ORDINANCE OF THE CITY OF GRAND MARAIS, MINNESOTA, AMENDING CITY
CODE CHAPTER 6 ALCOHOLIC BEVERAGES**

THE CITY COUNCIL OF THE CITY OF GRAND MARAIS DOES ORDAIN

Section 1. That Chapter 6 of the City Code of Grand Marais, Minnesota, which chapter is entitled "Alcoholic Beverages" be amended by adding Article IV as follows:

ARTICLE IV Brewers

Division 1 Brewer Taproom Licenses

Sec. 6-110. Definitions. A brewer taproom license shall mean a license authorizing the on-sale of malt liquor produced by a brewer for consumption on the premises of or adjacent to one (1) brewer location owned by the brewer. Unless otherwise stated, the definitions of Minnesota Statutes, Chapter 340A, as the same shall be amended from time to time, shall apply herein.

Sec. 6-111. Issuance of license. Brewer taproom licenses may be issued to the holder of a brewer's license under Minn. Stat. § 340A.301, subd. 6(c), (i) or (j) pursuant to the licensing procedures established in Article III, Division 2 of this Chapter, except that Sec. 6-74 and Sec. 6-86(b) shall not apply to brewer taproom licenses. Said license may be issued and is subject to the following conditions:

Sec. 6-112. Conditions of License.

1. The annual license fee for a taproom license, as established in the fee schedule in City Code Chapter 26, FEES, shall be paid.
2. The license shall be valid on all days of the week consistent with the hours of sale provided in Section 6-30 of the Grand Marais City Code.
3. A brewer may only hold one (1) brewer taproom license under this section.
4. The only alcoholic beverages sold or consumed on the premises of the taproom will be malt liquor produced by the brewer upon the brewery premises.
5. No taproom shall be located across a public right-of-way such as a street or alley from the brewery location.
6. All other provisions of Article III of this Chapter shall be applicable to such licenses and licensees unless inconsistent with the provisions of this section.

Sec. 6-113. Applications. Every application for a taproom license shall be made pursuant to the requirements of Sec. 6-87.

Secs. 6-114-6-120 Reserved.

Division 2. Off-Sale Malt Liquor Licenses

Sec. 6-121. Definitions. A brewer licensed under Stat. § 340A.301, Subd. 6(d), (i), or (j) may be licensed for the "off-sale" of malt liquor produced and packaged on the licensed premises in accordance with Minn. Stat. § 340A.301, Subd. 7(b). Unless otherwise stated, the definitions of Minnesota Statutes, Chapter 340A, as the same shall be amended from time to time, shall apply herein.

Sec. 6-122. Conditions of License.

1. The annual license fee for an off-sale malt liquor license, as established in the fee schedule in City Code Chapter 26, FEES, shall be paid.
2. Off-sale of malt liquor may only be made during the hours that "off-sale" of liquor may be made pursuant to Minnesota Statutes, Section 340A.504, subd. 4.
3. The malt liquor shall be packaged in sixty-four-ounce containers commonly known as "growlers" or in seven hundred fifty (750) milliliter bottles. The container or bottle must be sealed in the manner as described in Minnesota Statutes, Section 340A.301, Subdivision 6(d).
4. The malt liquor sold at off-sale must be removed from the latest time that "off-sale" of liquor may be made pursuant to Minnesota Statutes, Section 340A.504, subd. 4.
5. All other provisions of Article III of this Chapter shall be applicable to such licenses and licensees unless inconsistent with the provisions of this section.

Sec. 6-123. Applications. Every application for an off-sale malt liquor license under this Section shall be made pursuant to the requirements of Sec. 6-87.

Section 2. That this ordinance shall take effect from and after its passage and publication.

Passed by the City Council of the City of Grand Marais this ___ day of _____, 2014.

Larry Carlson, Mayor

Attest: _____
Michael Roth
City Administrator

First Reading:

Date: May 28, 2014

Ayes: _____
 Nays: _____
 Absent: _____
 Abstain _____

Second Reading:

Date:

Ayes: _____
 Nays: _____
 Absent: _____
 Abstain _____

Published:

Date: _____

City of Grand Marais

MEMO

TO: Mayor Carlson
City Council Members
FROM: Michael J. Roth, City Administrator
DATE: May 23, 2014
SUBJECT: Oswald Right-of-Way Use License

Attached is a license for use of right-of-way (ROW) for Phil and Lorrie Oswald. The Oswald's would like to construct a driveway in an unimproved section of the 10th Avenue West ROW above 3rd St. This license agreement is based on the template used by the City for granting access to the unimproved 4th Street ROW for testing equipment to determine the feasibility of developing private property. This version of the license agreement has been reviewed by City attorney Hood.

AGREEMENT TO USE PUBLIC RIGHT-OF-WAY

This Agreement (“Agreement”) is entered into this ____ day of _____, 2014 by and between the City of Grand Marais, a municipal corporation under the laws of the State of Minnesota (“City”), and Philip Oswald and Lorrie Oswald, husband and wife (“hereinafter Licensee”).

WHEREAS, Licensee owns real property situated in the City of Grand Marais, County of Cook, State of Minnesota, described as follows:

Address: Lots 14-20 inclusive, Block 13, Central Addition to the Village (now City) of Grand Marais, Cook County, Minnesota

Parcel ID Number: 80-313-0140
(the “Property”); and

WHEREAS, the City has a dedicated public right-of-way for 10th Avenue West depicted on and located directly west of and adjacent to Block 13, Plat of CENTRAL ADDITION TO VILLAGE OF GRAND MARAIS, Cook County, MN upon which street improvements have been made to serve existing development; and

WHEREAS, the Property owned by Licensee has not been developed and the dedicated 10th Avenue right-of-way, as depicted on the above-referenced plat, has not been extended west of Block 13 pending future development; and

WHEREAS, a certificate of survey showing the dedicated right-of-way for 10th Avenue west of Block 13 and North of 3rd Street is shown on Exhibit A, which is attached hereto and incorporated herein by reference.

WHEREAS, Licensee desires to access the Property using the undeveloped portion of the dedicated 10th Avenue right-of-way north of 3rd Street as shown on Exhibit A and depicted in the above-referenced recorded plat (the “Right-of-Way”) for driveway purposes; and

WHEREAS the City is willing to permit Licensee non-exclusive access for driveway purposes within the dedicated Right-of-Way to access Licensee’s Property located within the above-referenced platted area as shown on Exhibit A pursuant to the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. LICENSE FOR DRIVEWAY PURPOSES. The City hereby grants to Licensee a non-exclusive, terminable license for driveway purposes to construct driveway improvements within the dedicated Right-of-Way shown on Exhibit A to access the Property, and to

maintain and repair the same as necessary during the term of this Agreement, subject to the following conditions:

- a. Licensee shall commence no work authorized by this License to construct the improvements until it has obtained all required approvals and permits as required by the City.
- b. Except for changes to the Right-of-Way contemplated by this Agreement, Licensee shall take all necessary precautions to protect and preserve the City's Right-of-Way during any activities within or use of the Right-of-Way as contemplated in this Agreement.
- c. Licensee shall allow the public to use any improvements within the Right-of-Way and Licensee's use shall not be exclusive nor shall Licensee have any ownership interest in the Right-of-Way or in the improvements made within the Right-of-Way as a result of this Agreement or otherwise.
- d. Licensee shall take all necessary precautions to avoid creating unsafe or unsanitary conditions in the Right-of-Way and shall not hinder the use of the Right-of-Way by the City or the public.
- e. Licensee shall conduct any work authorized by this License in a manner directed by the City so as to insure the least obstruction to and interference with present, continued and future use of the Right-of-Way by the City and public.
- f. Licensee shall notify Gopher State One Call prior to conducting any excavation necessary to construct, maintain or repair the improvements and comply with the requirements thereof.
- g. Licensee shall protect the root growth of all other significant trees and shrubbery located outside the Right-of-Way.
- h. Licensee shall maintain access to all properties and cross streets during the term of this License, including emergency vehicle access.
- i. Licensee shall remove daily all dirt or debris from paved sidewalks, trails, public and private roadway surfaces and curbs and gutters during any work authorized by this License.
- j. Licensee shall not conduct any work outside the Right-of-Way.
- k. Licensee shall be responsible for either; 1) removing the improvements and all associated costs, or 2) the cost of removal of the improvements by the City, should the City or another authorized party need to conduct work in the Right-of-Way.

1. Upon execution of this Agreement, the Licensee shall pay the following fee to the City: \$1.00.
2. **TERM.** This License shall be for an indefinite term commencing on the date of the last signatory to this Agreement and continuing until terminated by the City by written notice to the Licensee. Such notice shall be given at least 30 days in advance of the effective date of such termination. Such notice shall be delivered to Licensee or its successor in interest (as their interests and addresses may appear on the tax rolls of the County in which the Property is located), either personally or by certified mail.

This License may also be terminated at any time by Licensee by written notice to the City. Such notice shall be given at least 30 days in advance of the effective date of such termination and shall be delivered either personally or by certified mail to the City Administrator at the City's main offices.

Before the effective date of any such termination of this License under this Section, if directed in writing by the City in the notice of termination or otherwise, Licensee shall remove all of Licensee's improvements from the Right-of-Way, at Licensee's sole cost and expense, and shall restore the Right-of-Way to its preexisting condition or better pursuant to the standards and requirements set forth in City Code, as amended. In the event that Licensee fails to remove the improvements from the Right-of-Way before the effective termination date of this License if directed by the City, the City or its authorized agents or representatives may perform any work necessary to remove the improvements from the Right-of-Way and restore the Right-of-Way to its preexisting condition, and Licensee shall reimburse City for all expenses reasonably incurred by the City in performing such work. If Licensee fails to so reimburse the City as required by this paragraph within 30 days of Licensee's receipt of a billing statement for such charges from the City, the unpaid charges shall constitute a lien against the Property from and after the date they were due and unpaid. The City may take any action it is authorized under law to take to recover such unpaid charges, including certifying such unpaid charges to the county auditor for collection with taxes.

3. **FINANCING.** Licensee shall be responsible for all costs associated with the construction, improvement, alteration, maintenance, replacement and restoration of the driveway located within the Right-of-Way.
4. **CONDITION OF PREMISES NOT WARRANTED.** The City does not warrant that the Right-of-Way is suitable for the purposes for which it is permitted to be used under this License. The City shall have no responsibility with regard to any failure of or damage to Licensee's improvements within the Right-of-Way or to any personal property or equipment using the Right-of-Way. Licensee understands and acknowledges that this Agreement grants it only a non-exclusive, terminable license to use the Right-of-Way, and does not confer any permanent property rights with respect to the Right-of-Way or the improvements to be constructed thereon upon Licensee. Licensee further knows, understands and acknowledges the risks and hazards associated with using the Right-of-Way for the purposes permitted herein and the improvements thereon and hereby

assumes any and all risks and hazards associated therewith. Licensee understands and acknowledges that the primary purposes of the Right-of-Way, notwithstanding this Agreement, are to facilitate the safety of the traveling public and to accommodate public utility facilities. Licensee 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 Licensee or any person using the Licensee's improvements and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all such claims of liability related in any way to the Right-of-Way and the improvements to be constructed therein.

5. INSPECTION. Licensee shall make the Property and License area available to the City and its authorized agents or representatives, and all others authorized by law, for inspection during the term of this License.
 - a. Notwithstanding any provisions of this Agreement, the City may order the immediate cessation of any project work or use of the Right-of-Way that exceeds the scope of this Agreement or otherwise poses a serious threat to the life, health, safety or welfare of the public, in the City's judgment and discretion.
 - b. The City may order Licensee to correct any project work to comply with applicable standards, conditions or laws. If the improvements fall into disrepair at any time during the term of this License, the City may order Licensee to conduct any repairs or perform any maintenance necessary to bring the improvements into compliance with applicable standards as directed by the City. Any such an order by the City authorized by this Paragraph shall state the violation, the terms of correcting the violation and that failure to correct the violation within the stated time limits shall be cause for immediate revocation of this License. If the violation is not corrected within the stated time limits, the City may immediately revoke this License and pursue any and all remedies available to it upon termination of this License pursuant to the terms of Paragraph 2 above.
6. INDEMNIFICATION. Licensee shall indemnify, protect, save, hold harmless and insure City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or its agents, employees, contractors, with respect to Licensee's use of the Right of Way or its construction and use of the roadway improvements therein. Licensee shall defend City against the foregoing, or litigation in connection with the foregoing, at Licensee's expense, with counsel reasonably acceptable to City. City, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of City. All indemnification obligations shall survive termination, expiration or cancellation of this License.

7. **INSURANCE.** Licensee shall, at Licensee's expense, purchase and maintain in effect general liability insurance to protect itself from claims for damages because of bodily injury, death, and injury to or destruction of tangible property, including loss of use resulting therefrom with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04, as amended. Licensee shall provide the City with evidence of such insurance in the form of a certificate of insurance no later than ten days after executing this Agreement and annually thereafter. The City shall be an additional named insured on such policy and all certificates shall contain a provision that the insurance shall not be cancelled unless prior written notice thereof is given to the City not less than 30 days prior to the effective date of such cancellation. If Licensee fails to give such certificate of insurance to the City within ten days after execution of this Agreement, this License shall be null and void. Licensee shall annually provide additional certificates of insurance to the City. If Licensee fails to maintain a policy of insurance as required by the City for the term of this Agreement, the City may immediately revoke this License and require the immediate removal by the Licensee of the Licensee's improvements from the Right-of-Way at the Licensee's sole cost and expense, and the Licensee shall restore the Right-of-Way to its preexisting condition or better pursuant to the standards and requirements set forth in City Code.

8. **GENERAL TERMS.**

- a. **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.
- b. **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.
- c. **ASSIGNMENT.** This Agreement may not be assigned by either party without the written consent of the other party.
- d. **MODIFICATIONS/AMENDMENT.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and Licensee.
- e. **RECORDS—AVAILABILITY AND RETENTION.** Pursuant to Minn. Stat. § 16C.05, subd. 5, Licensee agrees that the City, 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 Licensee and involve transactions relating to this Agreement. Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.

- f. **COMPLIANCE WITH LAWS.** Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement, including the construction, maintenance and use of the roadway within the Right-of-Way or any of the facilities, improvements, programs and staff for which Licensee is responsible.
- g. **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.
- h. **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.
- i. **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.
- j. **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.
- k. **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.
- l. **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.
- m. **SURVIVABILITY.** All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and Licensee arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above mentioned.

CITY'S ADDRESS:

City Hall
15 North Broadway
P.O. Box 600
Grand Marais, MN 55604-0600

CITY OF GRAND MARAIS

By: _____
Larry Carlson, Its Mayor

By: _____
Mike Roth, Its City Administrator

LICENSEE'S ADDRESS:

Philip and Lorrie Oswald

Grand Marais, MN 55604

LICENSEE

By: _____
_____ Its: _____

By: _____
_____ Its: _____

EXHIBIT A

Certificate of Survey of Lots 14-20, Block 13, Plat of Central Addition to Village of Grand
Marais, Cook County MN
October 29, 2013



STONE HARBOR
WILDERNESS SUPPLY

TELE (218) 387-3136 FAX (218) 387-2706
WWW.STONEHARBORWS.COM

ADDRESS PO BOX 818 • 20 E 1ST ST.
GRAND MARAIS, MN 55604

May 23, 2014

Grand Marais City Council
15 North Broadway
PO Box 600
Grand Marais, MN 55604

Dear Councilors:

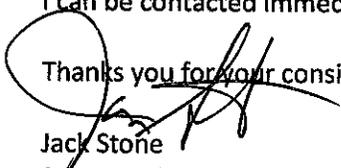
During the upcoming summer season, Stone Harbor Wilderness Supply intends to do Stand Up Paddleboard Demonstrations in the harbor. We will be no money changing hands so we are not applying for a vendor permit. If this assumption is in error, please let us know and we will rectify the situation.

When doing these demos we are fully aware of other activities taking place. We have a new sail boat vendor I understand and we will do our best to stay out of their way. With a little cooperation between the parties concerned we should not have any problems at all. We do intend to do the majority of these demos directly south and a little west of the Lake Superior Trading Post.

On the weekend of July 19th and 20th we hope to have a more elaborate demo weekend. We are hoping to bring in one or more of our Stand Up Paddleboard vendors to help us with demos. We will be putting up some tents and hope to attract some additional traffic between the art festival weekend and dragon boats. To do this we will need to move further to the south in the area between the Trading Post and the Coast Guard station. Again, we are flexible as to where we set up so that we do not interfere with any other activities. The hope is to make this an annual event if it is successful, bringing in other retailers and vendors.

I am sending this identical letter to the Park Department so that if anyone has any question or problems I can be contacted immediately.

Thanks you for your consideration.



Jack Stone
Stone Harbor Wilderness Supply
218-387-3572

Upcoming Meeting Schedule

Updated May 23, 2014

MAY

Date/Time	Meeting	Location
Wednesday, May 28, 4:30 p.m.	City Council Meeting	Council Chambers

JUNE

Date/Time	Meeting	Location
Wednesday, June 11, 4:30 p.m.	City Council Meeting	Council Chambers
Wednesday, June 25, 4:30 p.m.	City Council Meeting	Council Chambers