

AGENDA
CITY COUNCIL MEETING
January 27, 2016
6:30 P.M.

A. 6:30 Call to Order

B. Roll Call

C. Open Forum

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

D. 6:35 Approve Consent Agenda

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

E. 6:40 Animal Advocates Contract

F. 6:50 CGMC Local Government Aid Resolution

G. 7:05 Public Art Policy

H. Other items as necessary

I. 7:25 Council & Staff Reports

J. Attached correspondence:

1. Other Meeting Minutes
2. Upcoming Meeting Schedule

K. 8:00 Adjourn

*CITY OF GRAND MARAIS
MINUTES
January 13, 2016*

Mayor Arrowsmith-DeCoux called the meeting to order at 6:30 p.m.

Members present: Tracy Benson, Dave Mills, Anton Moody, Jay Arrowsmith-DeCoux and
Tim Kennedy

Members absent: None

Staff present: Mike Roth

Mayor Arrowsmith-DeCoux invited the public to speak during a period of open forum. Open Forum is limited to one half-hour. Bev Green of Arrowhead Animal Rescue gave the Council a report of their goals, asked for consideration of the pound in upcoming building projects, and asked if it was time to review their service contract.

Motion by Mills, seconded by Benson to approve the Agenda; December 30, 2015, Minutes; and Payment of Bills. Approved unanimously.

Ann Mershon presented a proposal from Art 'Round Town to sponsor a design contest for street banners from local artists. ART would run the contest and produce banners based on the winning designs. The City would install the banners seasonally, and store the banners when not hung.

Motion by Moody, seconded by Mills to approve the Art 'Round Town street banner project. Approved unanimously.

Jim Boyd, Cook County Chamber of Commerce, presented a letter regarding flooding in the City parking lot. The Chamber is asking the City to assess the problem and examine options to fix it. The Chamber is offering to assist in seeking funds to deal with the problem. DeCoux stated that the City has reached out to Cook County Soil and Water and intends to work with them to evaluate the issue.

Candidates have come forward for each open board seat. In all cases except the Park Board opening, the candidates are incumbents eligible for another term. There are two candidates for the Park Board seat. Moody expressed familiarity with one candidate, Jennifer Stoltz, and asked about what process to use to evaluate to interview candidates. The Council will discuss board application process at a future meeting.

Motion by Mills, seconded by Kennedy to appoint Jennifer Stoltz to a three year Park Board term. Approved unanimously.

The Council considered library board appointments. There are two openings. Last year, the Library Board recommended re-balancing terms so that one City appointment expired each year by extending Helen Muth's term to 2017. Muth was appointed in 2015 to fill the remaining one year of DeCoux's seat as he is now the City Council appointee.

Motion by Moody, seconded by Mills to appoint Helen Muth to a two year Library Board term. Approved unanimously.

Motion by Kennedy, seconded by Mills to appoint Brienne Moody to a three year Library Board term. Ayes: Benson, DeCoux, Kennedy, Mills. Abstain: Moody. Motion Passes.

Motion by Kennedy, seconded by Mills to appoint Todd Miller to a three year Planning Commission term and Karl Hansen to a three year Public Utilities Commission term. Approved unanimously.

Motion by Mills, seconded by Kennedy to make the following Council committee appointments. Approved unanimously.

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

Motion by Moody, seconded by Mills to designate Kennedy Acting Mayor Approved unanimously.

Motion by Moody, seconded by Mills to designate the Cook County News Herald as official newspaper. Approved unanimously.

Motion by Moody, seconded by Mills to appoint Helen Muth to a two year Library Board term. Approved unanimously.

Motion by Kennedy, seconded by Mills to designate Official Depositories of City Funds for 2016 as Grand Marais State Bank, North Shore Federal Credit Union, Security State Bank, League of Minnesota Cities 4M Fund, and Morgan Stanley Smith Barney. Approved unanimously.

The City participates in the Northeast Service cooperative health insurance program pursuant to a joint powers agreement. The service cooperative has submitted an updated agreement for the City to approve that standardizes terms for all of its members.

Motion by Moody, seconded by Mills to approve the joint powers agreement with Northeast Service Cooperative for its insurance program. Approved unanimously.

The Council discussed participating in a class action lawsuit regarding price fixing of Alum. Staff will provide Alum purchase records to City Attorney Hood, who will work with the class action attorneys to determine the City's eligibility.

Motion by Kennedy, seconded by Moody to participate in the class action lawsuit if it is determined that the City is eligible. Approved unanimously.

The active Living Steering Committee is planning a summit in March, *Planning for a Healthy Community*. This summit will be a great chance for the Council to get some expert training on conducting community planning and to build momentum in the community towards a larger planning event this year. The summit will be the week of March 21st one evening for a few hours. The Council would tentatively prefer March 23rd.

Councilor Moody's Report:

1. The EDA will be working with One Roof in Duluth to develop housing using the land trust ownership model. They have identified potential properties, looked at some possible building layouts, and are gathering development costs.
2. The EDA recently closed on another business park lot, and has another closing scheduled.

Councilor Benson's Report:

1. She will be attending a North Shore Management Board meeting next week where they will work to update the plan.

Mayor Decoux's Report

1. Has been asked to consider the Compact of Mayors.org and is looking into it.
2. Will continue to investigate Dark Sky compliance.
3. Was contacted regarding the snowmobile route into town.
4. Is working on updating the City's portion of the Cook County Emergency Operations Plan and will put it on a future agenda.

Councilor Mills' Report:

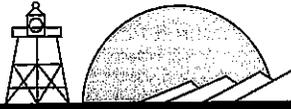
1. Dushek was appointed chair of the Park Board.
2. The Broadband committee is continuing to develop the cowork space concept for the old visitor center space.
3. The YMCA is working on adding child care in the community.
4. Mills will ask Emily Marshall to attend an upcoming meeting to report on the YMCA.

Councilor Kennedy's report.

1. The Cook County trails committee is discussing possible trailhead locations near town.
2. The PUC is investigating solar.

The Council asked about the status of the public works facility, and asked for a two hour worksession to discuss the recently purchased Tomteboda property.

There being no further business, the meeting adjourned at 8:40 p.m.



CITY OF GRAND MARAIS

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Payments

City of Grand Marais

Current Period: January 2016

Batch Name 1222016CPAP
 Payment Computer Dollar Amt \$56,482.87 Posted

Refer 66667 CENTURYLINK Ck# 074014 1/22/2016
 Cash Payment E 101-42200-321 Telephone 2015 \$32.69
 Invoice 2183879092 1/1/2016
 Cash Payment E 609-49750-321 Telephone 2015 \$60.78
 Invoice 2183871630 1/1/2016
 Cash Payment E 211-45500-321 Telephone 2015 \$232.65
 Invoice 2183871140 1/1/2016
 Cash Payment E 101-41400-321 Telephone 2015 \$351.10
 Invoice 2183871848 1/1/2016
 Cash Payment E 101-43100-321 Telephone 2015 \$48.50
 Invoice 2183873125 1/1/2016
 Cash Payment E 101-45100-321 Telephone 2015 \$7.04
 Invoice 2183871310 1/1/2016

Transaction Date 1/19/2016 Due 0 MAIN CHECKING G 10100 **Total** \$732.76

Refer 66669 CANNON RIVER WINERY Ck# 074013 1/22/2016
 Cash Payment E 609-49750-251 Liquor For Resale 2016 \$552.00
 Invoice 8496 1/9/2016

Transaction Date 1/19/2016 Due 0 MAIN CHECKING G 10100 **Total** \$552.00

Refer 66670 BELLBOY CORPORATION - LIQUO Ck# 074010 1/22/2016
 Cash Payment E 609-49750-251 Liquor For Resale \$593.00
 Invoice 51168100 11/24/2015

Cash Payment E 609-49750-333 Freight and Express \$13.48
 Invoice 51168100 11/24/2015

Transaction Date 1/19/2016 Due 0 MAIN CHECKING G 10100 **Total** \$606.48

Refer 66671 WINE MERCHANTS Ck# 074026 1/22/2016
 Cash Payment E 609-49750-251 Liquor For Resale 2016 \$782.00
 Invoice 7064795 1/13/2016

Cash Payment E 609-49750-333 Freight and Express 2016 \$22.59
 Invoice 7064795 1/13/2016

Cash Payment E 609-49750-251 Liquor For Resale 2015 -\$107.50
 Invoice 706031 12/18/2015

Cash Payment E 609-49750-333 Freight and Express 2015 -\$2.51
 Invoice 706031 12/18/2015

Cash Payment E 609-49750-251 Liquor For Resale 2015 -\$124.00
 Invoice 705781 12/4/2015

Cash Payment E 609-49750-333 Freight and Express 2015 -\$2.51
 Invoice 705781 12/4/2015

Cash Payment E 609-49750-251 Liquor For Resale 2015 -\$108.00
 Invoice 705822 12/8/2015

Cash Payment E 609-49750-333 Freight and Express 2015 -\$2.51
 Invoice 705822 12/8/2015

Transaction Date 1/19/2016 Due 0 MAIN CHECKING G 10100 **Total** \$457.56

Refer 66672 JOHNSON BROTHER LIQUOR Ck# 074017 1/22/2016



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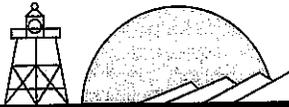
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Payments

City of Grand Marais

Current Period: January 2016

Cash Payment	E 609-49750-252 Beer For Resale	2016		\$90.00
Invoice	120122	1/13/2016		
Cash Payment	E 609-49750-252 Beer For Resale	2016		\$2,784.90
Invoice	488995	1/20/2016		
Transaction Date	1/19/2016	Due 0	MAIN CHECKING G 10100	Total \$5,158.50
Refer	66691 <u>EMPOWER</u>		<u>Ck# 003220E 1/22/2016</u>	
Cash Payment	G 101-21720 MN State Retirement DeferC			\$395.00
Invoice	2 CPYR 16	1/22/2016		
Transaction Date	1/19/2016	Due 0	MAIN CHECKING G 10100	Total \$395.00
Refer	66692 <u>MN DEPT OF REVENUE-EFTPS</u>		<u>Ck# 003221E 1/19/2016</u>	
Cash Payment	G 101-21702 State Withholding			\$1,275.81
Invoice	2 CPYR 16	1/22/2016		
Transaction Date	1/19/2016	Due 0	MAIN CHECKING G 10100	Total \$1,275.81
Refer	66694 <u>DEPT OF THE TREASURY IRS</u>		<u>Ck# 003222E 1/22/2016</u>	
Cash Payment	G 101-21701 Federal Withholding			\$2,664.81
Invoice	2 CPYR 16	1/22/2016		
Cash Payment	G 101-21717 Medicare			\$889.50
Invoice	2 CPYR 16	1/22/2016		
Cash Payment	G 101-21703 FICA Tax Withholding			\$3,780.52
Invoice	2 CPYR 16	1/22/2016		
Transaction Date	1/19/2016	Due 0	MAIN CHECKING G 10100	Total \$7,334.83
Refer	66696 <u>MII LIFE-FLEX</u>		<u>Ck# 003223E 1/22/2016</u>	
Cash Payment	G 101-21713 Flex Plan Spending	2015		\$73.23
Invoice	38113952	1/19/2016		
Cash Payment	G 101-21713 Flex Plan Spending	2016		\$602.39
Invoice	38113952	1/19/2016		
Transaction Date	1/19/2016	Due 0	MAIN CHECKING G 10100	Total \$675.62
Refer	66697 <u>MII LIFE- HRA</u>		<u>Ck# 003224E 1/22/2016</u>	
Cash Payment	E 609-49750-131 Employer Paid Health	2016		\$501.81
Invoice	2 CPYR 16	1/19/2016		
Transaction Date	1/19/2016	Due 0	MAIN CHECKING G 10100	Total \$501.81
Refer	66699 <u>COOK COUNTY AUDITOR-TREASU</u>		<u>Ck# 074016 1/22/2016</u>	
Cash Payment	G 101-20802 Cook County Lodging Tax			\$5,731.86
Invoice	NOV LOD TX	1/11/2016		
Transaction Date	1/19/2016	Due 0	MAIN CHECKING G 10100	Total \$5,731.86
Refer	66701 <u>PERA</u>		<u>Ck# 003225E 1/22/2016</u>	
Cash Payment	G 101-21704 PERA			\$4,474.19
Invoice	2 CPYR 16	1/22/2016		
Transaction Date	1/19/2016	Due 0	MAIN CHECKING G 10100	Total \$4,474.19
Refer	66703 <u>AFSCME</u>		<u>Ck# 074009 1/22/2016</u>	
Cash Payment	G 101-21712 AFSME Union Dues			\$720.91
Invoice	Jan 2016	1/22/2016		
Cash Payment	G 101-21711 AFSME PEOPLE Dues			\$24.00
Invoice	Jan 2016	1/22/2016		
Transaction Date	1/19/2016	Due 0	MAIN CHECKING G 10100	Total \$744.91
Refer	66704 <u>MII LIFE - VEBA</u>		<u>Ck# 074018 1/22/2016</u>	



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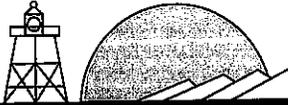
Current Period: January 2016

Cash Payment	G 101-21706 Health Insurance				\$508.36
Invoice	Jan 2016	1/22/2016			
Transaction Date	1/19/2016	Due 0	MAIN CHECKING G	10100	Total \$508.36
Refer	66738 <u>MILLNER HERITAGE VINEYARD &</u>		<u>Ck# 074019 1/22/2016</u>		
Cash Payment	E 609-49750-251 Liquor For Resale	2016			\$454.80
Invoice	1755	1/19/2016			
Transaction Date	1/21/2016	Due 0	MAIN CHECKING G	10100	Total \$454.80
Refer	66739 <u>BREAKTHRU BEVERAGE</u>		<u>Ck# 074012 1/22/2016</u>		
Cash Payment	E 609-49750-251 Liquor For Resale	2016			\$5,554.68
Invoice	1080424262	1/19/2016			
Cash Payment	E 609-49750-333 Freight and Express	2016			\$88.19
Invoice	1080424262	1/19/2016			
Cash Payment	E 609-49750-251 Liquor For Resale	2015			-\$22.50
Invoice	2080117177	12/10/2015			
Cash Payment	E 609-49750-251 Liquor For Resale	2015			-\$103.50
Invoice	2080117176	12/10/2015			
Cash Payment	E 609-49750-251 Liquor For Resale	2015			-\$141.96
Invoice	2080117175	12/10/2015			
Transaction Date	1/21/2016	Due 0	MAIN CHECKING G	10100	Total \$5,374.91

Fund Summary

	10100 MAIN CHECKING GMSB	
609 MUNICIPAL LIQUOR FUND		\$34,670.31
211 LIBRARY		\$232.65
101 GENERAL FUND		\$21,579.91
		<u>\$56,482.87</u>

Pre-Written Checks	\$56,482.87
Checks to be Generated by the Computer	\$0.00
Total	<u>\$56,482.87</u>



CITY OF GRAND MARAIS

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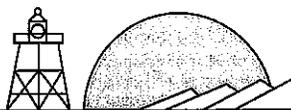
Payments

City of Grand Marais

Current Period: January 2016

Batch Name	1/28/2016AP	User Dollar Amt	\$42,332.81
	Payments	Computer Dollar Amt	\$42,332.81
			\$0.00 In Balance

Refer	66680	<u>BOREAL ACCESS</u>	-				
Cash Payment	E 101-42200-210	Operating Supplies (GE	2016				\$94.85
Invoice	160115-0759	1/15/2016					
Transaction Date	1/19/2016	MAIN CHECKING G	10100		Total		\$94.85
Refer	66681	<u>COOK COUNTY NEWS HERALD</u>	-				
Cash Payment	E 101-41400-350	Publishing	2015				\$1,032.50
Invoice	6158	12/26/2015					
Cash Payment	E 101-41400-350	Publishing	2015				\$48.00
Invoice	DEC 2015	12/31/2015					
Cash Payment	E 609-49750-340	Advertising	2015				\$74.00
Invoice	DEC 2015	12/31/2015					
Transaction Date	1/19/2016	MAIN CHECKING G	10100		Total		\$1,154.50
Refer	66682	<u>BUCK S HARDWARE HANK</u>	-				
Cash Payment	E 211-45500-200	Office Supplies (GENER	2015				\$23.61
Invoice	3871140	12/31/2015					
Transaction Date	1/19/2016	MAIN CHECKING G	10100		Total		\$23.61
Refer	66683	<u>SUNDEW TECHNICAL SERVICES</u>	-				
Cash Payment	E 101-41400-300	Professional Srvs (GEN	2015				\$30.00
Invoice	GM CITY HALL	12/28/2015					
Transaction Date	1/19/2016	MAIN CHECKING G	10100		Total		\$30.00
Refer	66684	<u>GRAINGER</u>	-				
Cash Payment	E 101-41940-220	Repair/Maint Supply (GE	2015				\$328.89
Invoice	9928129098	12/30/2015					
Transaction Date	1/19/2016	MAIN CHECKING G	10100		Total		\$328.89
Refer	66685	<u>MN DEPT. OF EMPLOY & ECON U</u>	-				
Cash Payment	E 101-45100-140	Unemployment Comp (G	2015/2016				\$3,296.95
Invoice	10397829	1/8/2016					
Transaction Date	1/19/2016	MAIN CHECKING G	10100		Total		\$3,296.95
Refer	66686	<u>TOTAL REGISTER</u>	-				
Cash Payment	E 609-49750-310	Service Agreements	2016				\$533.98
Invoice	T218387163	12/31/2015					
Transaction Date	1/19/2016	MAIN CHECKING G	10100		Total		\$533.98
Refer	66687	<u>PARACLETE PRESS, INC.</u>	-				
Cash Payment	E 211-45500-437	Audio Visual / DVD	2015				\$183.70
Invoice	590564	12/28/2015					
Transaction Date	1/19/2016	MAIN CHECKING G	10100		Total		\$183.70
Refer	66688	<u>MAIL A BOOK</u>	-				
Cash Payment	E 211-45500-435	Books, Periodicals	2016				\$15.00
Invoice	TWENTIES GIRL	1/7/2016					
Transaction Date	1/19/2016	MAIN CHECKING G	10100		Total		\$15.00
Refer	66689	<u>BAKER & TAYLOR</u>	-				



CITY OF GRAND MARAIS

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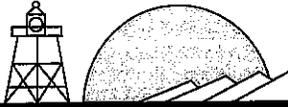
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City of Grand Marais

Current Period: January 2016

Cash Payment	E 211-45500-435 Books, Periodicals	2016		\$231.26
Invoice	2031563496	1/4/2016		
Cash Payment	E 211-45500-435 Books, Periodicals	2015		\$112.08
Invoice	2031547007	12/28/2015		
Cash Payment	E 211-45500-435 Books, Periodicals	2015		\$171.53
Invoice	2031497026	12/15/2015		
Cash Payment	E 211-45500-435 Books, Periodicals	2015		\$103.18
Invoice	2031277045	10/26/2015		
Cash Payment	E 211-45500-435 Books, Periodicals	2015		\$574.28
Invoice	2031452908	12/7/2015		
Transaction Date	1/19/2016	MAIN CHECKING G	10100	Total \$1,192.33
Refer	66690 <i>DULUTH NEWS TRIBUNE</i>	-		
Cash Payment	E 211-45500-435 Books, Periodicals	2016		\$212.16
Invoice	178087966	1/19/2016		
Transaction Date	1/19/2016	MAIN CHECKING G	10100	Total \$212.16
Refer	66693 <i>ARROWHEAD LIBRARY SYSTEM</i>	-		
Cash Payment	E 211-45500-435 Books, Periodicals	2015		\$62.52
Invoice	00013735	12/31/2015		
Cash Payment	E 211-45500-310 Service Agreements	2015		\$26.90
Invoice	00013735	12/31/2015		
Transaction Date	1/19/2016	MAIN CHECKING G	10100	Total \$89.42
Refer	66695 <i>PETTY CASH - LIBRARY</i>	-		
Cash Payment	E 211-45500-322 Postage	2015		\$29.31
Invoice	DEC. 2015	1/19/2016		
Cash Payment	E 211-45500-322 Postage	2015		\$40.03
Invoice	NOV 2015	1/19/2016		
Transaction Date	1/19/2016	MAIN CHECKING G	10100	Total \$69.34
Refer	66698 <i>AMERIPRIDE LINEN AND APPARE</i>	-		
Cash Payment	E 211-45500-310 Service Agreements	2015		\$48.51
Invoice	3500848047	12/28/2015		
Transaction Date	1/19/2016	MAIN CHECKING G	10100	Total \$48.51
Refer	66700 <i>COMO OIL & PROPANE</i>	-		
Cash Payment	E 211-45500-217 Heating Fuel	2015		\$195.69
Invoice	534156	12/29/2015		
Cash Payment	E 101-41940-217 Heating Fuel	2016		\$282.95
Invoice	534233	1/8/2016		
Cash Payment	E 101-45100-217 Heating Fuel	2016		\$64.31
Invoice	538992	1/11/2016		
Transaction Date	1/19/2016	MAIN CHECKING G	10100	Total \$542.95
Refer	66702 <i>MMUA</i>	-		
Cash Payment	E 101-41900-308 Safety Assistance Progr	2016		\$3,550.00
Invoice	46522	1/12/2016		
Transaction Date	1/19/2016	MAIN CHECKING G	10100	Total \$3,550.00
Refer	66724 <i>QUILL CORPORATION</i>	-		
Cash Payment	E 101-41400-200 Office Supplies (GENER	2016		\$112.56
Invoice	2288258	1/13/2015		



City of Grand Marais

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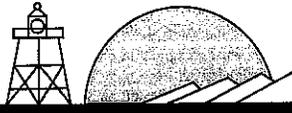
Payments

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Current Period: January 2016

Transaction Date	1/20/2016	MAIN CHECKING G	10100	Total	\$112.56
Refer	66725	STEVE S SPORTS AND AUTO		-	
Cash Payment	E 101-43100-220	Repair/Maint Supply (GE	2015		\$5.04
Invoice	253189	12/22/2015			
Cash Payment	E 101-45100-220	Repair/Maint Supply (GE	2015		\$33.20
Invoice	252930	12/10/2015			
Transaction Date	1/20/2016	MAIN CHECKING G	10100	Total	\$38.24
Refer	66726	TOSHIBA BUSINESS SOLUTIONS		-	
Cash Payment	E 101-41400-200	Office Supplies (GENER	2015		\$14.81
Invoice	12486238	1/12/2016			
Transaction Date	1/20/2016	MAIN CHECKING G	10100	Total	\$14.81
Refer	66727	ARROWHEAD COOPERATIVE		-	
Cash Payment	E 613-45125-321	Telephone	2016		\$40.64
Invoice	1234	1/1/2016			
Cash Payment	E 613-45125-211	Operating Supplies	2016		\$69.99
Invoice	1234	1/1/2016			
Cash Payment	E 101-45100-321	Telephone	2016		\$174.84
Invoice	2131	1/1/2016			
Cash Payment	E 101-45100-210	Operating Supplies (GE	2016		\$102.65
Invoice	2131	1/1/2016			
Transaction Date	1/20/2016	MAIN CHECKING G	10100	Total	\$388.12
Refer	66728	NORTHERN WILDS		-	
Cash Payment	E 101-45100-340	Advertising	2016		\$312.00
Invoice	2016 MAP	1/20/2016			
Transaction Date	1/20/2016	MAIN CHECKING G	10100	Total	\$312.00
Refer	66729	NORTH SHORE TIMBER PRODUCT		-	
Cash Payment	E 101-45100-250	Merchandise Resale (GE	2016		\$2,595.00
Invoice	344	1/8/2016			
Transaction Date	1/20/2016	MAIN CHECKING G	10100	Total	\$2,595.00
Refer	66730	NORTH SHORE WASTE		-	
Cash Payment	E 101-45100-384	Refuse/Garbage Disposa	2015		\$70.00
Invoice	51134	1/12/2016			
Cash Payment	E 101-45100-384	Refuse/Garbage Disposa	2015		\$39.20
Invoice	51096	12/31/2015			
Transaction Date	1/20/2016	MAIN CHECKING G	10100	Total	\$109.20
Refer	66731	MEDIACOM-MIDWEST		-	
Cash Payment	E 101-45100-258	Cable TV Expense	2016		\$139.59
Invoice	83849223400001	1/2/2016			
Transaction Date	1/20/2016	MAIN CHECKING G	10100	Total	\$139.59
Refer	66732	MN DEPT OF HEALTH		-	
Cash Payment	E 101-45100-439	Licenses	2016		\$50.00
Invoice	595500	1/20/2016			
Cash Payment	E 101-45100-439	Licenses	2016		\$50.00
Invoice	613157	1/20/2016			
Cash Payment	E 101-45100-439	Licenses	2016		\$50.00
Invoice	613158	1/20/2016			



CITY OF GRAND MARAIS

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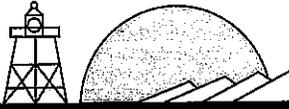
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Payments

City of Grand Marais

Current Period: January 2016

Transaction Date	1/20/2016	MAIN CHECKING G	10100	Total	\$150.00
Refer	66733	<i>MISSION MANAGEMENT INFO SYS</i>			
Cash Payment	E 101-45100-200 Office Supplies (GENER		2016		\$545.00
Invoice	54813		1/5/2016		
Transaction Date	1/20/2016	MAIN CHECKING G	10100	Total	\$545.00
Refer	66734	<i>WTIP</i>			
Cash Payment	E 613-45125-340 Advertising		2016		\$250.00
Invoice	1269		12/7/2015		
Cash Payment	E 101-45184-340 Advertising		2016		\$200.00
Invoice	1269		12/7/2015		
Cash Payment	E 101-45100-340 Advertising		2016		\$1,200.00
Invoice	1269		12/7/2015		
Transaction Date	1/20/2016	MAIN CHECKING G	10100	Total	\$1,650.00
Refer	66735	<i>DENNY S LAWN AND GARDEN</i>			
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE		2015		\$200.94
Invoice	215633		12/4/2015		
Transaction Date	1/20/2016	MAIN CHECKING G	10100	Total	\$200.94
Refer	66736	<i>NORTH OF SUPERIOR</i>			
Cash Payment	E 101-45100-340 Advertising		2016		\$340.00
Invoice	2016 LSCT AD		12/21/2015		
Transaction Date	1/20/2016	MAIN CHECKING G	10100	Total	\$340.00
Refer	66737	<i>SUPERIOR CYCLING ASSOCIATIO</i>			
Cash Payment	E 609-49750-340 Advertising		2016		\$200.00
Invoice	2016 SILVER		1/21/2016		
Transaction Date	1/21/2016	MAIN CHECKING G	10100	Total	\$200.00
Refer	66741	<i>MCI MEGA PREFERRED</i>			
Cash Payment	E 101-41400-321 Telephone		2015		\$44.08
Invoice	08678993875		1/21/2016		
Cash Payment	E 211-45500-321 Telephone		2015		\$13.15
Invoice	08678993875		1/21/2016		
Cash Payment	E 609-49750-321 Telephone		2015		\$5.00
Invoice	08678993875		1/21/2016		
Cash Payment	E 101-43100-321 Telephone		2015		\$0.76
Invoice	08678993875		1/21/2016		
Transaction Date	1/22/2016	MAIN CHECKING G	10100	Total	\$62.99
Refer	66742	<i>JOHNSON BROTHER LIQUOR</i>			
Cash Payment	E 609-49750-251 Liquor For Resale		2016		\$3,344.01
Invoice	5353997		1/20/2016		
Cash Payment	E 609-49750-333 Freight and Express		2016		\$55.22
Invoice	5353997		1/20/2016		
Cash Payment	E 609-49750-333 Freight and Express		2016		\$52.71
Invoice	5349308		1/13/2016		
Transaction Date	1/22/2016	MAIN CHECKING G	10100	Total	\$3,451.94
Refer	66743	<i>FLAHERTY & HOOD, P.A.</i>			
Cash Payment	E 101-41610-306 Attorney (Criminal)		2015		\$143.75
Invoice	8497		1/4/2016		



CITY OF GRAND MARAIS

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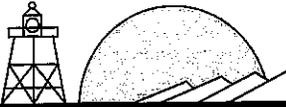
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Payments

City of Grand Marais

Current Period: January 2016

Transaction Date	1/22/2016	MAIN CHECKING G	10100	Total	\$143.75
Refer	66744	COALITION OF GREATER MN CITI		-	
Cash Payment	E 101-41900-436	Membership Dues	2016		\$2,330.00
Invoice	20116 DUES	1/22/2016			
Transaction Date	1/22/2016	MAIN CHECKING G	10100	Total	\$2,330.00
Refer	66745	COOK COUNTY CHAMBER OF CO		-	
Cash Payment	E 101-41900-303	Engineering Fees	2015		\$2,000.00
Invoice	462	12/8/2015			
Transaction Date	1/22/2016	MAIN CHECKING G	10100	Total	\$2,000.00
Refer	66746	ENVIRONMENTAL TROUBLESHOO		-	
Cash Payment	E 101-41942-303	Engineering Fees	2015		\$2,500.00
Invoice	7006	9/23/2015			
Transaction Date	1/22/2016	MAIN CHECKING G	10100	Total	\$2,500.00
Refer	66747	BERNICKS		-	
Cash Payment	E 609-49750-252	Beer For Resale	2016		\$4,556.70
Invoice	491882	1/21/2016			
Transaction Date	1/22/2016	MAIN CHECKING G	10100	Total	\$4,556.70
Refer	66748	SOUTHERN WINE & SPIRITS OF M		-	
Cash Payment	E 609-49750-251	Liquor For Resale	2016		\$3,116.30
Invoice	1370172	1/21/2016			
Cash Payment	E 609-49750-333	Freight and Express	2016		\$87.12
Invoice	1370172	1/21/2016			
Transaction Date	1/22/2016	MAIN CHECKING G	10100	Total	\$3,203.42
Refer	66749	TWIN PORTS PAPER & SUPPLY IN		-	
Cash Payment	E 609-49750-210	Operating Supplies (GE	2016		\$48.54
Invoice	284069	1/19/2016			
Transaction Date	1/22/2016	MAIN CHECKING G	10100	Total	\$48.54
Refer	66750	COOK COUNTY VISITORS BUREA		-	
Cash Payment	G 101-20802	Cook County Lodging Tax	2015		\$5,731.86
Invoice	NOV 2015	1/11/2016			
Transaction Date	1/22/2016	MAIN CHECKING G	10100	Total	\$5,731.86
Refer	66751	WIRTZ BEVERAGE MINNESOTA		-	
Cash Payment	E 609-49750-251	Liquor For Resale	2015		\$141.96
Invoice	2080117175	12/10/2015			
Transaction Date	1/22/2016	MAIN CHECKING G	10100	Total	\$141.96



CITY OF GRAND MARAIS

Payments

City of Grand Marais

Current Period: January 2016

Fund Summary

	10100 MAIN CHECKING GMSB	
101 GENERAL FUND		\$27,713.73
211 LIBRARY		\$2,042.91
609 MUNICIPAL LIQUOR FUND		\$12,215.54
613 GOLF COURSE		\$360.63
		<hr/>
		\$42,332.81

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$42,332.81
Total	<hr/>
	\$42,332.81

City of Grand Marais

MEMO

TO: Mayor Arrowsmith-Decoux
City Council Members
FROM: Michael J. Roth, City Administrator
DATE: January 22, 2016
SUBJECT: Arrowhead Animal Rescue Contract

At your last meeting representatives of Arrowhead Animal Rescue distributed their goals, asked for consideration for the pound during upcoming building projects, and asked whether their service contract should be updated.

Attached is a copy of the existing contract with Arrowhead Animal Rescue. The original term lasted until June 30, 2014. It was automatically renewed for a five year term based on the Renewal and Termination section on page 4. There are no terms included in the contract that I would ask for possible changes. I recommend that Councilor Moody and I have a conversation with Arrowhead Animal Rescue representatives regarding any possible amendments that they would request, and report back to the Council.

AGREEMENT FOR ANIMAL SHELTER OPERATION SERVICES

THIS AGREEMENT (“Agreement”), made this 14th day of July, 2011, by and between Arrowhead Animal Rescue, a Minnesota nonprofit corporation, hereinafter referred to as “Company” and the City of Grand Marais, a municipal corporation in the State of Minnesota, hereinafter referred to as “City”, (collectively the “Parties”).

WHEREAS, City receives services from Company to perform operation services of the City animal shelter and to receive and care for animals impounded pursuant to city ordinances or state statutes; and

WHEREAS, Company agrees to furnish the services required by City as hereinafter set forth;

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

1. **Term.** This Agreement shall commence on July 14, 2011 and shall continue for an initial three year term through June 30, 2014, unless terminated earlier as provided herein.
2. **Scope of Services.** The Company shall perform operation services of the City Animal Shelter (Pound) and to receive and care for animals impounded pursuant to City ordinances or state statutes, as well as animals brought to the shelter by the company, which services shall include:
 - a. Operate the animal shelter and receive animals brought there pursuant to City ordinances and state statutes, by law enforcement officers or their agents and by the Company. This generally refers to pet animals such as dogs and cats, and not to other species, unless the Company consents to take in any such other animal at their sole discretion.
 - b. Provide accessibility to agents and employees of the City and county law enforcement on an as needed basis, as may be determined from time to time.
 - c. Feed, house, and care for all animals received at the facility from law enforcement officers, and from the Company.
 - d. Animal Shelter Operation.
 - i. The Company shall make best efforts to separate sick, diseased or injured animals from those appearing healthy and normal and shall either, be kept in isolation quarters with adequate ventilation, or separate to the extent possible based on the set up of the facility, to keep from contaminating well animals.
 - ii. A Company volunteer, employee or keeper shall make provisions to feed, water and do the necessary cleaning of kennels or other animal enclosures on days when the Shelter is occupied. The Company shall not knowingly release a sick or injured animal without disclosing the sickness or injury to

the recipient. Animals, caged, closely confined or restrained, shall be permitted daily exercise for an appropriate length of time, as determined by their size, age and species.

- iii. Company shall arrange for euthanization or placement for adoption or foster care or placement in another shelter of animals not claimed, or redeemed within the time set forth within the City Ordinances. The Company agrees to arrange for euthanizing said animals, utilizing trained personnel, by use of humane means.
 - iv. Company shall cooperate with law enforcement officers in the return of impounded animals to the proper owner and/or custodian thereof. Before releasing an animal subject to licensing under the City Ordinance, the Company shall determine whether the impounding authority has identified any outstanding civil penalties, resulting from the issuance of Notices of Violations, against the owner or custodian concerning the animal, which shall be due and shall be paid before the animal is released. Fees shall be paid to the county law enforcement center.
 - v. Company shall comply with all requirements relating to the Pound or Animal Shelter set forth in City ordinance.
 - vi. Company shall develop and keep current procedure and training manuals to demonstrate procedures for daily shelter operations and animal adoptions. A current copy of each such manual shall be submitted for review to the City and the county law enforcement center. Thereafter an informational copy of any substantive changes to a manual shall be forwarded to the City and County Law Enforcement Center not less than ten (10) working days prior to implementation of the changes.
 - vii. Company shall operate in accordance with any zoning and health standards set by state or local law.
 - viii. Company shall comply with all federal, state, and local laws governing equal employment opportunity, wage and hour requirements, workers' compensation, workers' safety and all other legal requirements governing employee relations and working conditions, whether for volunteers or employees.
 - ix. Company shall operate the shelter in a clean and sanitary manner, with the use of a safe and effective disinfectant in cleaning.
- e. Company shall cooperate with City and County officials on actions pertaining to animals and quarantine; to assist the City Administrator, City Attorney, and law enforcement officers in obtaining and presenting evidence in the civil or criminal prosecution of all violations of any ordinance, code, regulation or law pertaining to animal control.

3. Accountability.

- a. Company shall keep reports reflecting the number of animals handled for City and County, broken down by City and County, their source, and their disposition.
- b. The City and County may inspect all records and investigate any matter involving the care of animals or any matter involving the animal shelter agreement.

- c. Company shall make available for City and County inspection at any reasonable time all records relating to the services, inspection, care provided, reports, etc. All such reports shall be the property of the City and County. Those records which are public documents under the Minnesota Government Data Practices Act shall be made available to members of the Public upon request to the City and/or County.
 - d. Company agrees that County law enforcement officers, the City and their employees, and agents shall have unrestricted access to the Animal Shelter (Pound) in order to verify compliance with the terms of this Agreement.
4. **Consideration.** There shall be no consideration from the City to the Company for performance of this Agreement other than provided herein. Fees in excess of \$10.00 per day collected from owners retrieving their animals shall be paid to the Company to be used for the purposes of the Company.
5. **City Responsibilities.** The City shall be responsible for the maintenance of the City-owned physical building of the Animal Shelter (Pound), which shall meet the following conditions:
- a. **General Conditions**
 - i. Animal housing facilities shall be provided for the animals, shall be structurally sound, shall be maintained in good repair, and shall be designed so as to protect the animals from injury and to restrict the entrance of other animals.
 - ii. Each animal shall be provided with adequate floor space to allow such animal to turn about freely and to easily stand, sit and lie in a comfortable, normal position.
 - iii. Any electrical power shall be supplied in conformance with applicable electrical codes adequate to supply heating and lighting as may be required.
 - iv. Water shall be supplied at sufficient pressure and quantity to clean indoor housing facilities and enclosures for debris and excreta, when weather permits
 - v. Suitable food and bedding shall be provided by the Company and paid for by the City and shall be stored in facilities adequate to provide protection against infestation or contamination by insects, vermin, rodents, or other animals.
 - vi. Provision shall be made for the removal and disposal of animal and food wastes, bedding, dead animals and debris. Disposal facilities shall be provided and operated as to minimize vermin infestation, odors and disease hazards.
 - vii. The City shall be responsible for all water and sewer utility, electric utility and garbage service to the shelter, including paying for the disposal of dead animals.

b. Indoor facilities shall:

- i. be sufficiently heated when necessary to protect the animals from cold temperatures to which they are not accustomed, taking into consideration their age, size and species.
- ii. be adequately ventilated to provide for the health of the animals and to remove foul odors therefrom.
- iii. have ample light, either natural or artificial, or both, of good quality and well distributed to provide for such illumination as is necessary for inspection and cleaning.

c. All costs and expenses related to the operation, maintenance, repair or replacement of the City-owned Animal Shelter (Pound), including utilities, equipment and supplies, shall be the City's. All purchases related to the operation and maintenance of the Animal Shelter shall be approved by City Administration. Company shall be responsible for determining facility, equipment and supply needs and recommending the same to City Administration for approval.

6. Renewal and Termination.

- a. Except as otherwise provided herein, either party may terminate this Agreement by giving not less than ninety (90) days written notice of the intent to terminate to the City Administrator on the part of the City, and to the designated person on the part of the Company.
- b. This Agreement may be terminated immediately and without notice if the Company, its agents, or employees commit misconduct affecting the subjects of the Agreement or violate local or state laws or regulations regarding the care of animals or strays or humane animal treatment.
- c. If Company fails to meet or perform any of the provisions of this Agreement or so fails to provide the services detailed herein to the satisfaction of the City or in such a manner as to endanger the performance of this Agreement, this shall constitute default, and unless Company's default is excused by City in writing, or cured by Company to the City's satisfaction, within 10 days of notice thereof from City, City may, thereafter, immediately terminate this Agreement or exercise any other rights or remedies available to City under this Agreement, City Code or law.
- d. This Agreement shall be automatically renewed for a period of five (5) years, unless terminated as set forth above.

7. Ratification and Confirmation. Acts taken pursuant to this Agreement, but prior to its execution, are hereby ratified and confirmed.

8. Insurance.

- a. Company agrees to maintain, at Company's expense, statutory worker's compensation coverage, as required by law.

11. **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; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

12. **Notices.** The Parties' representatives for notification for all purposes are:

CITY:

Name: _____
Title: _____
Address: _____
Phone: _____
Email: _____

COMPANY:

Name: GRAY O'DONNELL
Title: PRESIDENT
Address: 2925 E. HWY 61
Phone: 218 - 387-1781
Email: breakers@boreal.org

13. **Independent Contractor Status.** Company, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of City for any purpose. No statement contained in this Agreement shall be construed so as to find Company to be an employee of City, and Company shall not be entitled to any of the rights, privileges, or benefits of employees of City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. Company acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Company, and that it is Company's sole obligation to comply with the applicable provisions of all Federal and State tax laws. Company shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. Company will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. Company is responsible for performing the services/duties required by this Agreement through employees or volunteers, and withholding, as applicable, their taxes and paying all other employment tax obligations on their behalf. Company is not an agent of City and does not have authority to bind the City or County law enforcement to any fiscal or contractual obligation.

14. **Subcontracting.** Company shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of City Administration. Company may enter into foster care arrangements for animals at the Facility and such foster care arrangements shall not require prior approval of the City

Company shall be responsible for the performance of all subcontractors, including any foster care arrangements.

15. **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party.
16. **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 Company.
17. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, Company agrees that 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 Company and involve transactions relating to this Agreement. Company agrees to maintain these records for a period of six years from the date of termination of this Agreement.
18. **Force Majeure.** The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.
19. **Compliance with Laws.** Company shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Company is responsible.
20. **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.*
21. **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.
22. **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.

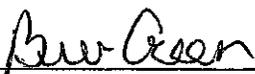
23. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of City and Company arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
24. **Governing Law.** This Agreement shall be deemed to have been made and accepted in Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of laws principles.
25. **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.
26. **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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

ARROWHEAD ANIMAL RESCUE, COMPANY

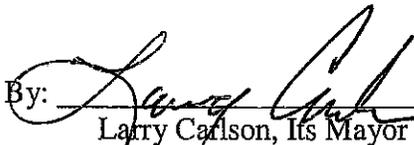
By: 
Gay O'Donnell, Board Chair

Date: 07/14/2011

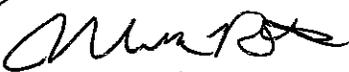
By: 
Bev Green, Board Treasurer

Date: 7/14/2011

CITY OF GRAND MARAIS

By: 
Larry Carlson, Its Mayor

Date: 7/14/11

By: 
Mike Roth, Its City Administrator

Date: 7/14/11

City of Grand Marais

MEMO

TO: Mayor Arrowsmith-Decoux
City Council Members
FROM: Michael J. Roth, City Administrator
DATE: January 22, 2016
SUBJECT: Coalition of Greater MN Cities LGA Resolution

Late last year the Coalition of Greater MN Cities (CGMC) distributed the attached proposed resolution regarding LGA legislation. The council asked that it be put on a future agenda for discussion.

Sample LGA Resolution for Greater MN Cities

City of _____

State of Minnesota

Resolution in Support of Increasing Local Government Aid in the 2016 Legislative Session

WHEREAS, Local Government Aid (LGA) is a critical need for our city and

WHEREAS, LGA provides funding to restrain property taxes on homeowners and businesses and

WHEREAS, LGA provides for basic services such as public safety, infrastructure and fire protection and

WHEREAS the legislature and state agencies have imposed unfunded mandates upon local cities, including increased pension requirements, expensive wastewater infrastructure costs, among other mandates and

WHEREAS an LGA increase would help the city of _____ do the following {INSERT LOCAL EXAMPLE OF IMPACT OF LGA INCREASE ON YOUR CITY e.g specific service or staffing needs, levy flat or decrease?}

WHEREAS, no Omnibus Tax Bill was passed by the 2015 legislature, thus freezing the LGA appropriation;

THEREFORE, BE IT RESOLVED that the City of _____ supports an increase in the base appropriation for Local Government Aid of \$45.5 million effective for aid payable in 2017 and urges adoption of this proposal by the House and Senate.

BE IT FURTHER RESOLVED that a copy of this resolution be sent to the following: the legislators representing the city of _____, Speaker of the House Rep. Kurt Daudt, Senate Majority Leader Sen. Tom Bakk, House Tax Chair Rep. Greg Davids, Senate Tax Chair Sen. Rod Skoe, and Governor Mark Dayton.

Adopted: _____

Attest: _____

City of Grand Marais

MEMO

TO: Mayor Arrowsmith-Decoux
City Council Members
FROM: Michael J. Roth, City Administrator
DATE: January 22, 2016
SUBJECT: Public Art Policy

The City has recently received an offer of donation of public art. We currently do not have a policy for handling such donations. Public art has been handled differently at different times by the City. An overall public art policy could help guide such issues as where art should be placed, what types of art we desire and which we would accept, design criteria, and maintenance needs. A policy would not only help handle potential donation, but could also provide guidance for local groups to actively seek more public art opportunities.

In 2014 then Councilor Sivertson convened a group of local experts to begin discussing a policy, but the issue was dropped after she left office. As art is such an important part of the local economy, and we have many resources locally available to assist with this issue, I suggest we reform a group to put together some policy suggestions.

Upcoming Meeting Schedule

Updated January 22, 2016

JANUARY

Date/Time	Meeting	Location
Wednesday, January 27, 4:30 p.m.	Worksession	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