

AGENDA
CITY COUNCIL MEETING
October 10, 2012
4:30 P.M.

A. Call to Order

B. Roll Call

C. Open Forum

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

D. Approve Consent Agenda

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

E. Gunflint Trail Winter Hours Sign Request

F. Park Community Connection

G. Public Works Facility Pre-Planning

H. Other items as necessary

I. Council & Staff Reports

J. Attached correspondence:

1. Other Meeting Minutes
2. Upcoming Meeting Schedule

K. Adjourn

*CITY OF GRAND MARAIS
MINUTES
September 26, 2012*

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

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

Members absent: None

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

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

Kristin Wharton, Active Living Steering Committee, invited the council to attend the November 14th Moving Forward: Working Together to Support Active Living in Cook County Conference. Activities will include speakers James Oberstar, Charles Marohn, and Matthew Dyrdaahl, catered lunch by the Pie Place, walking tour of CR7 corridor, curbside chat, and next steps for policy makers, community and business leaders. The event will be held at the Arrowhead Center for the Arts.

Motion by Lenz, seconded by Spry to approve the agenda; September 12, 2012, Minutes; September 12, 2012, Budget Worksession Minutes; Payment of Bills; and the Street and Sidewalk permit for the Cook County Visitor's Bureau Moose Madness Event on October 20, 2012. Approved unanimously.

Bradley Peterson, Coalition of Greater Minnesota Cities, updated the council on the 2012 legislative activities and talked about legislative session topics anticipated for 2013. In 2012 the City of Grand Marais LGA is \$96,422. Under current law, 2013 LGA would revert to the existing formula resulting in a loss of LGA to over 600 cities. The City of Grand Marais would lose \$13,510 compared to 2012. 2013 is a budget year for Minnesota and we expect tax reform changes. The state's projected deficit is \$1.1 billion; with inflation it is \$2 billion and with the pay back to the schools the deficit is \$4 billion. The Coalition wrote 5 initiatives to address economic development to create or retain jobs and match jobs with skilled employees. Two of the initiatives became part of the bill – angel credit and internship program: however, the bill was vetoed for issues not related to these programs. A bill was introduced that would have severely restricted a city's ability to annex property through either the contested case process or annexation by ordinance process currently in law. CGMC met with numerous committee members on a bipartisan basis and contacted key legislators. The bill was never brought up in committee and subsequently missed committee deadlines and died for the session. There are 201 legislators up for election, we anticipate 50 new legislators for the upcoming elections. The CGMC Fall Conference is November 14-16 in Alexandria.

Motion by Kennedy, seconded by Spry to approve the Second Reading of Ordinance 2012-07 An Ordinance of the City of Grand Marais, Annexing Land Located in the County of Cook, Minnesota to the City of Grand Marais, Cook County, Minnesota, Pursuant to Minnesota Statute §414.033, Subd. 2(3), Permitting Annexation by Ordinance. Approved unanimously.

The property is owned by HRH who requested annexation, consists of 4.92 acres, current population is 0, and shall be zoned R-1 Permanent Residential. The property is described as follows: The East half of the Southeast quarter of the Southeast quarter of the Southeast quarter of Section 19, Township 61N, Range 1E.

Motion by Lenz, seconded by Sivertson to approve the Second Reading of Ordinance 2012-08 An Ordinance of the City of Grand Marais, Annexing Land Located in the County of Cook, Minnesota to the City of Grand Marais, Cook County, Minnesota, Pursuant to Minnesota Statute § 414.033, Subd. 2(3), Permitting Annexation by Ordinance. Approved unanimously.

The property is owned by Arthur and Patricia Johnson who requested annexation, consists of 5 acres, current population is 0, and shall be zoned R-1 Permanent Residential. The property is described as follows: The South Half of the South Half of the West Half of the Southwest Quarter of the Southwest Quarter of Section 15, Township 61 N, Range 1E.

Motion by Spry, seconded by Kennedy to approve the Agreement between Homestead Cooperative and the City of Grand Marais to construct and pave the portions of 11th Ave West in the City abutting the property between 2nd and 3rd Street.

Ayes: Spry, Lenz, Sivertson, Kennedy

Abstain: Carlson – Chair of Homestead Cooperative’s Board

A meeting with the EDA in committee or whole will be scheduled to discuss the bond payment and direction of the EDA. Suggested dates are October 16th or 22nd.

Councilor Lenz’ Report:

- 1) The Steering Committee for the Community Center met and voted on flooring. They have identified \$425,000 over cost, have not included wetland mitigation for the ballfield in the cost estimate, and have not included any purchase price from the school for the property. A list of items that could be removed was on the agenda, but not discussed. The county would like to see construction begin this fall: however, two issues remain to be negotiated between the county and the school: ownership and agreement with the YMCA. Sivertson added that the committee would like input from Dave Tersteeg about amenities of the proposed pool.

Councilor Sivertson’s Report:

- 1) The Gunflint Trail Association would like to have the Gunflint Trail sign taken down in order to be repainted in Yarrow Korf’s garage over winter. They have a flat bed available, but would need the city to take down and put up the sign. Roth will coordinate with staff and the Gunflint Trail Association.

Councilor Kennedy's Report.

- 1) The PUC will meet tonight from 7-9 p.m. at the Court House to discuss the biomass proposal. The meeting is open to the public.

There being no further business, the meeting adjourned at 5:22 p.m.



CITY OF GRAND MARAIS

10/05/12 8:33 AM

Page 1

Payments

Current Period: October 2012

Batch Name 100512 CPAP
Payments

User Dollar Amt \$92,260.22
Computer Dollar Amt \$92,260.22

\$0.00 In Balance

Refer 58799 COOK COUNTY AUDITOR-TREASU

Cash Payment G 101-20800 Taxes Due (State MN) \$3,314.66

Invoice LODG TX 9/30/2012

Transaction Date 10/3/2012 MAIN CHECKING G 10100 **Total** \$3,314.66

Refer 58800 MII LIFE- HRA Ck# 001722E 10/3/2012

Cash Payment E 602-49490-131 Employer Paid Health \$34.57

Invoice 20 CPYR 12 10/2/2012

Transaction Date 10/3/2012 MAIN CHECKING G 10100 **Total** \$34.57

Refer 58801 PERA Ck# 001723E 10/5/2012

Cash Payment G 101-21704 PERA \$4,773.66

Invoice 20 CPYR 12 10/5/2012

Transaction Date 10/3/2012 MAIN CHECKING G 10100 **Total** \$4,773.66

Refer 58803 MN DEPT OF REVENUE-EFTPS Ck# 001724E 10/5/2012

Cash Payment G 101-21702 State Withholding \$1,553.35

Invoice 20 CPYR 12 10/5/2012

Transaction Date 10/3/2012 MAIN CHECKING G 10100 **Total** \$1,553.35

Refer 58804 DEPT OT THE TREASURY IRS Ck# 001725E 10/5/2012

Cash Payment G 101-21701 Federal Withholding \$3,227.13

Invoice 20 CPYR 12 10/5/2012

Cash Payment G 101-21717 Medicare \$1,088.84

Invoice 20 CPYR 12 10/5/2012

Cash Payment G 101-21703 FICA Tax Withholding \$3,885.23

Invoice 20 CPYR 12 10/5/2012

Transaction Date 10/3/2012 MAIN CHECKING G 10100 **Total** \$8,201.20

Refer 58805 ING Ck# 001726E 10/2/2012

Cash Payment G 101-21720 MN State Retirement DeferC \$383.50

Invoice 20 CPYR 12 10/5/2012

Transaction Date 10/3/2012 MAIN CHECKING G 10100 **Total** \$383.50

Refer 58806 VINOCOPIA

Cash Payment E 609-49750-251 Liquor For Resale \$650.75

Invoice 0063733-IN 9/27/2012

Cash Payment E 609-49750-333 Freight and Express \$28.00

Invoice 0063733-IN 9/27/2012

Transaction Date 10/3/2012 MAIN CHECKING G 10100 **Total** \$678.75

Refer 58807 BERNICKS

Cash Payment E 609-49750-260 Soft Drinks/Mix For Resa \$44.60

Invoice 305592 9/20/2012

Cash Payment E 609-49750-259 Other For Resale -\$9.48

Invoice 305594 9/20/2012

Cash Payment E 609-49750-252 Beer For Resale \$3,287.90

Invoice 305593 9/20/2012

Cash Payment E 609-49750-259 Other For Resale \$37.05

Invoice 305593 9/20/2012



CITY OF GRAND MARAIS

10/05/12 8:33 AM

Page 2

Payments

City of Grand Marais

Current Period: October 2012

| | | | | |
|------------------|------------------------------------------|------------------------------------|-------|--------------------------|
| Cash Payment | E 609-49750-260 Soft Drinks/Mix For Resa | | | \$66.80 |
| Invoice | 306741 | 9/27/2012 | | |
| Cash Payment | E 609-49750-252 Beer For Resale | | | \$4,778.45 |
| Invoice | 306742 | 9/27/2012 | | |
| Transaction Date | 10/3/2012 | MAIN CHECKING G | 10100 | Total \$8,205.32 |
| Refer | 58808 | <u>JOHNSON BROTHER LIQUOR</u> | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | | | \$10,470.95 |
| Invoice | 1397651 | 9/26/2012 | | |
| Cash Payment | E 609-49750-259 Other For Resale | | | \$287.80 |
| Invoice | 1397651 | 9/26/2012 | | |
| Cash Payment | E 609-49750-333 Freight and Express | | | \$336.84 |
| Invoice | 1397651 | 9/26/2012 | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | | | -\$30.51 |
| Invoice | 548815 | 9/19/2012 | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | | | -\$13.40 |
| Invoice | 548814 | 9/19/2012 | | |
| Transaction Date | 10/3/2012 | MAIN CHECKING G | 10100 | Total \$11,051.68 |
| Refer | 58809 | <u>PHILLIPS WINE & SPIRITS</u> | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | | | \$3,326.24 |
| Invoice | 2307580 | 9/26/2012 | | |
| Cash Payment | E 609-49750-259 Other For Resale | | | \$172.95 |
| Invoice | 2307580 | 9/26/2012 | | |
| Cash Payment | E 609-49750-333 Freight and Express | | | \$143.90 |
| Invoice | 2307580 | 9/26/2012 | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | | | -\$40.50 |
| Invoice | 3490157 | 9/14/2012 | | |
| Cash Payment | E 609-49750-333 Freight and Express | | | -\$2.57 |
| Invoice | 3490157 | 9/14/2012 | | |
| Transaction Date | 10/3/2012 | MAIN CHECKING G | 10100 | Total \$3,600.02 |
| Refer | 58810 | <u>WINE MERCHANTS</u> | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | | | \$480.00 |
| Invoice | 424931 | 9/26/2012 | | |
| Cash Payment | E 609-49750-333 Freight and Express | | | \$12.85 |
| Invoice | 424931 | 9/26/2012 | | |
| Transaction Date | 10/3/2012 | MAIN CHECKING G | 10100 | Total \$492.85 |
| Refer | 58811 | <u>BELLBOY CORPORATION - LIQUO</u> | | |
| Cash Payment | E 609-49750-259 Other For Resale | | | \$457.73 |
| Invoice | 87365400 | 9/24/2012 | | |
| Transaction Date | 10/3/2012 | MAIN CHECKING G | 10100 | Total \$457.73 |
| Refer | 58812 | <u>MINNESOTA LIFE</u> | | |
| Cash Payment | G 101-21716 MN Mutual Life | | | \$252.70 |
| Invoice | 0028722 | 9/21/2012 | | |
| Transaction Date | 10/3/2012 | MAIN CHECKING G | 10100 | Total \$252.70 |
| Refer | 58813 | <u>NCPERS GROUP LIFE INS.</u> | | |
| Cash Payment | G 101-21710 NCPERS-Pera | | | \$16.00 |
| Invoice | 49361012 | 9/21/2012 | | |
| Transaction Date | 10/3/2012 | MAIN CHECKING G | 10100 | Total \$16.00 |



City of Grand Marais

CITY OF GRAND MARAIS

Payments

10/05/12 8:33 AM

Page 3

Current Period: October 2012

Refer 58814 COCA-COLA REFRESHMENTS

Cash Payment E 609-49750-260 Soft Drinks/Mix For Resa \$120.60

Invoice 0638027815 9/26/2012

Transaction Date 10/3/2012 MAIN CHECKING G 10100 Total \$120.60

Refer 58815 SUPERIOR BEVERAGES LLP

Cash Payment E 609-49750-252 Beer For Resale \$3,008.30

Invoice 412111 9/19/2012

Cash Payment E 609-49750-259 Other For Resale \$17.75

Invoice 412111 9/19/2012

Cash Payment E 609-49750-252 Beer For Resale \$2,272.90

Invoice 412597 9/26/2012

Cash Payment E 609-49750-252 Beer For Resale -\$32.00

Invoice 120460 9/26/2012

Transaction Date 10/3/2012 MAIN CHECKING G 10100 Total \$5,266.95

Refer 58816 ROHLFING INC.

Cash Payment E 609-49750-252 Beer For Resale \$2,759.15

Invoice 370070 9/19/2012

Cash Payment E 609-49750-259 Other For Resale \$24.00

Invoice 370070 9/19/2012

Cash Payment E 609-49750-252 Beer For Resale \$2,820.24

Invoice 370377 9/26/2012

Cash Payment E 609-49750-259 Other For Resale \$8.50

Invoice 370377 9/26/2012

Transaction Date 10/3/2012 MAIN CHECKING G 10100 Total \$5,611.89

Refer 58817 CANNON RIVER WINERY

Cash Payment E 609-49750-251 Liquor For Resale \$396.00

Invoice 4763 9/25/2012

Transaction Date 10/3/2012 MAIN CHECKING G 10100 Total \$396.00

Refer 58818 SOUTHERN WINE & SPIRITS OF M

Cash Payment E 609-49750-251 Liquor For Resale \$5,364.64

Invoice 1909025 9/20/2012

Cash Payment E 609-49750-333 Freight and Express \$134.00

Invoice 1909025 9/20/2012

Cash Payment E 609-49750-251 Liquor For Resale -\$9.33

Invoice 1762483 5/17/2012

Cash Payment E 609-49750-251 Liquor For Resale -\$80.00

Invoice 1770387 5/31/2012

Cash Payment E 609-49750-251 Liquor For Resale -\$90.00

Invoice 1791956 6/18/2012

Cash Payment E 609-49750-251 Liquor For Resale -\$8.24

Invoice 1832929 7/30/2012

Cash Payment E 609-49750-251 Liquor For Resale -\$48.08

Invoice 1831779 7/30/2012

Cash Payment E 609-49750-251 Liquor For Resale -\$89.76

Invoice 1834726 7/31/2012

Cash Payment E 609-49750-251 Liquor For Resale -\$40.00

Invoice 1846383 8/14/2012

Transaction Date 10/3/2012 MAIN CHECKING G 10100 Total \$5,133.23



CITY OF GRAND MARAIS

10/05/12 8:33 AM

Page 4

Payments

Current Period: October 2012

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|-------------------------------------------------|-------------------------------------|------------------------------|--------------|-------------|
| <u>Refer 58819 MN DEPT OF REVENUE-EFTPS</u> | | <u>Ck# 001727E 10/3/2012</u> | | |
| Cash Payment | G 101-20800 Taxes Due (State MN) | | | \$6,874.00 |
| Invoice | Sep Sales Tax 9/30/2012 | | | |
| Cash Payment | G 609-20800 Taxes Due (State MN) | | | \$18,452.00 |
| Invoice | Sep Sales Tax 9/30/2012 | | | |
| Cash Payment | G 101-20800 Taxes Due (State MN) | | | \$270.00 |
| Invoice | Sep Sales Tax 9/30/2012 | | | |
| Cash Payment | G 613-20800 Taxes Due (State MN) | | | \$1,378.00 |
| Invoice | Sep Sales Tax 9/30/2012 | | | |
| Cash Payment | G 211-20800 Taxes Due (State MN) | | | \$30.00 |
| Invoice | Sep Sales Tax 9/30/2012 | | | |
| Transaction Date | 10/3/2012 | MAIN CHECKING G 10100 | Total | \$27,004.00 |
| <u>Refer 58820 SUNNY HILL DISTRIBUTORS INC.</u> | | | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | | | \$2,334.33 |
| Invoice | 274092 10/2/2012 | | | |
| Cash Payment | E 609-49750-333 Freight and Express | | | \$119.70 |
| Invoice | 274092 10/2/2012 | | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | | | \$863.69 |
| Invoice | 274089 10/2/2012 | | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | | | -\$37.00 |
| Invoice | 273341 9/18/2012 | | | |
| Cash Payment | E 609-49750-333 Freight and Express | | | -\$1.90 |
| Invoice | 273341 9/18/2012 | | | |
| Transaction Date | 10/3/2012 | MAIN CHECKING G 10100 | Total | \$3,278.82 |
| <u>Refer 58821 WIRTZ BEVERAGE MINNESOTA</u> | | | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | | | \$2,325.40 |
| Invoice | 113170 9/28/2012 | | | |
| Cash Payment | E 609-49750-259 Other For Resale | | | \$96.24 |
| Invoice | 113170 9/28/2012 | | | |
| Cash Payment | E 609-49750-333 Freight and Express | | | \$48.10 |
| Invoice | 113170 9/28/2012 | | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | | | -\$21.00 |
| Invoice | 868678 9/18/2012 | | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | | | -\$16.00 |
| Invoice | 868653 9/18/2012 | | | |
| Transaction Date | 10/3/2012 | MAIN CHECKING G 10100 | Total | \$2,432.74 |



CITY OF GRAND MARAIS

10/05/12 8:33 AM

Page 5

Payments



Current Period: October 2012

Fund Summary

10100 MAIN CHECKING GMSB

| | |
|---------------------------|-------------|
| 101 GENERAL FUND | \$25,639.07 |
| 211 LIBRARY | \$30.00 |
| 602 SEWER | \$34.57 |
| 609 MUNICIPAL LIQUOR FUND | \$65,178.58 |
| 613 GOLF COURSE | \$1,378.00 |
| | <hr/> |
| | \$92,260.22 |

| | |
|----------------------------------------|-------------|
| Pre-Written Checks | \$41,950.28 |
| Checks to be Generated by the Computer | \$50,309.94 |
| Total | <hr/> |
| | \$92,260.22 |



CITY OF GRAND MARAIS

10/05/12 11:27 AM

Page 1

Payments



Current Period: October 2012

| | | | |
|------------|------------|---------------------|--------------------------|
| Batch Name | 10112012AP | User Dollar Amt | \$56,574.15 |
| Payments | | Computer Dollar Amt | \$56,574.15 |
| | | | <u>\$0.00</u> In Balance |

Refer 58759 DALCO

| | | | |
|------------------|----------------------------------------|-----------------------|-----------------------|
| Cash Payment | E 101-41940-210 Operating Supplies (GE | | \$235.53 |
| Invoice | 2509721 | 9/14/2012 | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G 10100 | Total \$235.53 |

Refer 58760 CHUCK S HEATING&REFRIGERATI

| | | | |
|------------------|-----------------------------------------|-----------------------|-----------------------|
| Cash Payment | E 609-49750-221 Equipment Parts/Builing | | \$329.53 |
| Invoice | 234681 | 9/23/2012 | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G 10100 | Total \$329.53 |

Refer 58761 PUBLIC UTILITIES COMMISSION1 Ck# 001720E 10/2/2012

| | | | |
|------------------|-----------------------------------------|-----------------------|--------------------------|
| Cash Payment | E 101-41940-380 Utility Services (GENER | | \$1,803.25 |
| Invoice | SEPTEMBER 20 | 10/2/2012 | |
| Cash Payment | E 101-43100-380 Utility Services (GENER | | \$36.57 |
| Invoice | SEPTEMBER 20 | 10/2/2012 | |
| Cash Payment | E 101-45100-380 Utility Services (GENER | | \$10,566.34 |
| Invoice | SEPTEMBER 20 | 10/2/2012 | |
| Cash Payment | E 101-43100-381 Street Light Utilities | | \$1,997.66 |
| Invoice | SEPTEMBER 20 | 10/2/2012 | |
| Cash Payment | E 101-42700-380 Utility Services (GENER | | \$26.39 |
| Invoice | SEPTEMBER 20 | 10/2/2012 | |
| Cash Payment | E 101-42200-382 Fire Hydrant Utilities | | \$1,103.70 |
| Invoice | SEPTEMBER 20 | 10/2/2012 | |
| Cash Payment | E 101-45189-380 Utility Services (GENER | | \$25.37 |
| Invoice | SEPTEMBER 20 | 10/2/2012 | |
| Cash Payment | E 211-45500-380 Utility Services (GENER | | \$697.99 |
| Invoice | SEPTEMBER 20 | 10/2/2012 | |
| Cash Payment | E 101-45124-380 Utility Services (GENER | | \$2,731.66 |
| Invoice | SEPTEMBER 20 | 10/2/2012 | |
| Cash Payment | E 101-45184-380 Utility Services (GENER | | \$697.16 |
| Invoice | SEPTEMBER 20 | 10/2/2012 | |
| Cash Payment | E 101-42200-380 Utility Services (GENER | | \$136.88 |
| Invoice | SEPTEMBER 20 | 10/2/2012 | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G 10100 | Total \$19,822.97 |

Refer 58762 MED COMPASS

| | | | |
|------------------|------------------------------------|-----------------------|-------------------------|
| Cash Payment | E 101-42200-310 Service Agreements | | \$2,555.00 |
| Invoice | 20176 | 8/30/2012 | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G 10100 | Total \$2,555.00 |

Refer 58763 BLUE CROSS/BLUE SHIELD OF M

| | | | |
|------------------|------------------------------|-----------------------|--------------------------|
| Cash Payment | G 101-21706 Health Insurance | | \$561.00 |
| Invoice | CI926-V1 6 | 9/26/2012 | |
| Cash Payment | G 101-21706 Health Insurance | | \$13,246.50 |
| Invoice | CI926-V0 8 | 9/26/2012 | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G 10100 | Total \$13,807.50 |

Refer 58764 MMUA



CITY OF GRAND MARAIS

10/05/12 11:27 AM

Page 2

Payments

City of Grand Marais

Current Period: October 2012

| | | | | |
|--------------------|-----------------------------------------|-----------------|-------|-------------------------|
| Cash Payment | E 101-41900-308 Safety Assistance Progr | | | \$3,325.00 |
| Invoice 39932 | 10/1/2012 | | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G | 10100 | Total \$3,325.00 |
| Refer | 58765 SUPERIOR LUMBER & SPORTS | | | |
| Cash Payment | E 101-43100-224 Street Maint Materials | | | \$547.64 |
| Invoice 10332 | 9/24/2012 | | | |
| Cash Payment | E 101-43100-220 Repair/Maint Supply (GE | | | \$35.78 |
| Invoice 10332 | 9/24/2012 | | | |
| Cash Payment | E 101-45100-220 Repair/Maint Supply (GE | | | \$435.67 |
| Invoice 10332 | 9/24/2012 | | | |
| Cash Payment | E 613-45125-211 Operating Supplies | | | \$27.74 |
| Invoice 10332 | 9/24/2012 | | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G | 10100 | Total \$1,046.83 |
| Refer | 58766 FLEET ONE LLC | | | |
| Cash Payment | E 101-43100-212 Motor Fuels | | | \$103.65 |
| Invoice 4452910013 | 9/30/2012 | | | |
| Cash Payment | E 101-43100-212 Motor Fuels | | | \$48.56 |
| Invoice 4452920013 | 9/30/2012 | | | |
| Cash Payment | E 101-45100-212 Motor Fuels | | | \$13.87 |
| Invoice 4452920013 | 9/30/2012 | | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G | 10100 | Total \$166.08 |
| Refer | 58767 CDW GOVERNMENT, INC. | | | |
| Cash Payment | E 215-45500-580 Capital Outlay (Equipme | | | \$1,611.93 |
| Invoice R005669 | 9/21/2012 | | | |
| Cash Payment | E 215-45500-580 Capital Outlay (Equipme | | | \$391.98 |
| Invoice PO13578 | 8/7/2012 | | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G | 10100 | Total \$2,003.91 |
| Refer | 58768 QUILL CORPORATION | | | |
| Cash Payment | E 211-45500-200 Office Supplies (GENER | | | \$65.36 |
| Invoice 5629100 | 8/31/2012 | | | |
| Cash Payment | E 211-45500-200 Office Supplies (GENER | | | \$141.78 |
| Invoice 5502402 | 8/31/2012 | | | |
| Cash Payment | E 211-45500-200 Office Supplies (GENER | | | \$20.19 |
| Invoice 5508168 | 8/31/2012 | | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G | 10100 | Total \$227.33 |
| Refer | 58769 AMI CORP. | | | |
| Cash Payment | E 211-45500-200 Office Supplies (GENER | | | \$85.69 |
| Invoice 22326 | 9/18/2012 | | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G | 10100 | Total \$85.69 |
| Refer | 58770 ALMOST HOME | | | |
| Cash Payment | E 211-45500-220 Repair/Maint Supply (GE | | | \$54.21 |
| Invoice 004878 | 9/12/2012 | | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G | 10100 | Total \$54.21 |
| Refer | 58771 G&K SERVICES | | | |
| Cash Payment | E 211-45500-310 Service Agreements | | | \$84.48 |
| Invoice 1229126226 | 9/11/2012 | | | |



CITY OF GRAND MARAIS

10/05/12 11:27 AM

Page 3

Payments

City of Grand Marais

Current Period: October 2012

| | | | | |
|------------------|--------------------------------------------|-----------------------|-------|----------|
| Transaction Date | 10/2/2012 | MAIN CHECKING G 10100 | Total | \$84.48 |
| Refer | 58772 <i>PETTY CASH - LIBRARY</i> | | | |
| Cash Payment | E 211-45500-322 Postage | | | \$21.93 |
| Invoice | POSTAGE 8/31/2012 | | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G 10100 | Total | \$21.93 |
| Refer | 58773 <i>CHAPPELL, LINDA</i> | | | |
| Cash Payment | E 211-45500-330 Transportation/School | | | \$211.74 |
| Invoice | COMPASS/MICH 10/1/2012 | | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G 10100 | Total | \$211.74 |
| Refer | 58774 <i>COOK COUNTY NEWS HERALD</i> | | | |
| Cash Payment | E 211-45500-340 Advertising | | | \$78.00 |
| Invoice | AUGUST 2012 8/31/2012 | | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G 10100 | Total | \$78.00 |
| Refer | 58775 <i>DISCOVERY GIRLS</i> | | | |
| Cash Payment | E 211-45500-435 Books, Periodicals, AV | | | \$29.95 |
| Invoice | RENEWAL 9/28/2012 | | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G 10100 | Total | \$29.95 |
| Refer | 58776 <i>NATIONAL GEOGRAPHIC SOCIET</i> | | | |
| Cash Payment | E 211-45500-435 Books, Periodicals, AV | | | \$46.70 |
| Invoice | NG125YURSW/B 9/21/2012 | | | |
| Cash Payment | E 211-45500-435 Books, Periodicals, AV | | | \$46.70 |
| Invoice | BIRDWATCHER 9/20/2012 | | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G 10100 | Total | \$93.40 |
| Refer | 58777 <i>HIGHSMITH, INC.</i> | | | |
| Cash Payment | E 215-45500-560 Capital Outlay (Furniture) | | | \$263.76 |
| Invoice | 4725391 9/7/2012 | | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G 10100 | Total | \$263.76 |
| Refer | 58778 <i>DR MYCOMMERCE, INC.</i> | | | |
| Cash Payment | E 211-45500-449 Automation | | | \$300.00 |
| Invoice | 6149452129 9/18/2012 | | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G 10100 | Total | \$300.00 |
| Refer | 58779 <i>BOREAL ACCESS</i> | | | |
| Cash Payment | E 211-45500-449 Automation | | | \$59.85 |
| Invoice | 120914-0641 9/17/2012 | | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G 10100 | Total | \$59.85 |
| Refer | 58780 <i>MARK D. CONSULTING LLC</i> | | | |
| Cash Payment | E 211-45500-449 Automation | | | \$122.50 |
| Invoice | 1747 7/31/2012 | | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G 10100 | Total | \$122.50 |
| Refer | 58781 <i>BAKER & TAYLOR</i> | | | |
| Cash Payment | E 211-45500-435 Books, Periodicals, AV | | | \$192.69 |
| Invoice | 2027333794 8/29/2012 | | | |
| Cash Payment | E 211-45500-435 Books, Periodicals, AV | | | \$118.21 |
| Invoice | 2027331578 8/28/2012 | | | |



CITY OF GRAND MARAIS

10/05/12 11:27 AM

Page 4

Payments

City of Grand Marais

Current Period: October 2012

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|------------------|-----------------------------------------|-------------------------------------|-------------|-------------------------|
| Cash Payment | E 211-45500-435 Books, Periodicals, AV | | | \$387.17 |
| Invoice | 2027354228 | 9/5/2012 | | |
| Cash Payment | E 211-45500-435 Books, Periodicals, AV | | | \$151.45 |
| Invoice | 2027397032 | 9/18/2012 | | |
| Cash Payment | E 211-45500-435 Books, Periodicals, AV | | | \$20.24 |
| Invoice | I87902440 | 9/25/2012 | | |
| Cash Payment | E 211-45500-435 Books, Periodicals, AV | | | \$28.85 |
| Invoice | I82787090 | 6/21/2012 | | |
| Cash Payment | E 211-45500-435 Books, Periodicals, AV | | | \$269.84 |
| Invoice | I87902430 | 9/25/2012 | | |
| Cash Payment | E 211-45500-435 Books, Periodicals, AV | | | \$53.48 |
| Invoice | I88063910 | 9/27/2012 | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G | 10100 | Total \$1,221.93 |
| Refer | 58782 | <u>VANCO SERVICES</u> | Ck# 001721E | 10/2/2012 |
| Cash Payment | E 101-45124-210 Operating Supplies (GE | | | \$9.50 |
| Invoice | ES178882 | 9/4/2012 | | |
| Cash Payment | E 101-45124-210 Operating Supplies (GE | | | \$5.50 |
| Invoice | ES178882 | 10/1/2012 | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G | 10100 | Total \$15.00 |
| Refer | 58783 | <u>COMO OIL & PROPANE</u> | | |
| Cash Payment | E 101-45124-217 Heating Fuel | | | \$1,121.03 |
| Invoice | 621832 | 9/25/2012 | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G | 10100 | Total \$1,121.03 |
| Refer | 58784 | <u>HEDSTROM LUMBER CO., INC.</u> | | |
| Cash Payment | E 101-45189-225 Landscaping Materials | | | \$360.00 |
| Invoice | 9/13/2012 | 9/13/2012 | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G | 10100 | Total \$360.00 |
| Refer | 58785 | <u>GRAND MARAIS AUTO PARTS, INC</u> | | |
| Cash Payment | E 101-45100-220 Repair/Maint Supply (GE | | | \$7.03 |
| Invoice | 614655 | 9/1/2012 | | |
| Cash Payment | E 101-45100-220 Repair/Maint Supply (GE | | | \$9.07 |
| Invoice | 615764 | 9/20/2012 | | |
| Cash Payment | E 613-45125-211 Operating Supplies | | | \$27.74 |
| Invoice | 614479 | 8/29/2012 | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G | 10100 | Total \$43.84 |
| Refer | 58786 | <u>RECREATION SUPPLY CO.</u> | | |
| Cash Payment | E 101-45124-210 Operating Supplies (GE | | | \$1,320.98 |
| Invoice | 250170 | 9/17/2012 | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G | 10100 | Total \$1,320.98 |
| Refer | 58787 | <u>PEDERSON S DISPOSAL</u> | | |
| Cash Payment | E 101-45100-384 Refuse/Garbage Disposa | | | \$11.70 |
| Invoice | 283587 | 9/14/2012 | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G | 10100 | Total \$11.70 |
| Refer | 58788 | <u>CARLSONS LAKESHORE ICE</u> | | |
| Cash Payment | E 101-45100-250 Merchandise Resale (GE | | | \$317.24 |
| Invoice | SEPT. 2012 | 9/28/2012 | | |



CITY OF GRAND MARAIS

10/05/12 11:27 AM

Page 5

Payments

City of Grand Marais

Current Period: October 2012

| | | | | | |
|------------------|------------------------------------------|--------------------------------|-------|--------------|----------|
| Transaction Date | 10/2/2012 | MAIN CHECKING G | 10100 | Total | \$317.24 |
| Refer | 58789 | <i>TIRE & AUTO LODGE</i> | | | |
| Cash Payment | E 101-45100-220 Repair/Maint Supply (GE | | | | \$33.00 |
| Invoice | 4518 | 9/20/2012 | | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G | 10100 | Total | \$33.00 |
| Refer | 58790 | <i>TAYLOR MADE</i> | | | |
| Cash Payment | E 613-45125-254 Golf Supplies For Resale | | | | \$513.57 |
| Invoice | 18492499 | 8/31/2012 | | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G | 10100 | Total | \$513.57 |
| Refer | 58791 | <i>NORTH SHORE DAIRY</i> | | | |
| Cash Payment | E 613-45125-255 Food For Resale | | | | \$47.99 |
| Invoice | 707967 | 9/21/2012 | | | |
| Cash Payment | E 613-45125-255 Food For Resale | | | | \$81.96 |
| Invoice | 5011 | 9/20/2012 | | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G | 10100 | Total | \$129.95 |
| Refer | 58792 | <i>TESSMAN SEED COMPANY</i> | | | |
| Cash Payment | E 613-45125-211 Operating Supplies | | | | \$550.65 |
| Invoice | S166404-IN | 9/24/2012 | | | |
| Transaction Date | 10/2/2012 | MAIN CHECKING G | 10100 | Total | \$550.65 |
| Refer | 58798 | <i>DISH NETWORK</i> | | | |
| Cash Payment | E 613-45125-310 Service Agreements | | | | \$42.84 |
| Invoice | 82557070825987 | 9/25/2012 | | | |
| Transaction Date | 10/3/2012 | MAIN CHECKING G | 10100 | Total | \$42.84 |
| Refer | 58802 | <i>JOHNSON S FOODS</i> | | | |
| Cash Payment | E 613-45125-255 Food For Resale | | | | \$21.23 |
| Invoice | 1848 | 9/20/2012 | | | |
| Cash Payment | E 613-45125-255 Food For Resale | | | | -\$13.38 |
| Invoice | 1848 | 9/20/2012 | | | |
| Cash Payment | E 101-45100-200 Office Supplies (GENER | | | | \$2.52 |
| Invoice | 1848 | 9/20/2012 | | | |
| Transaction Date | 10/3/2012 | MAIN CHECKING G | 10100 | Total | \$10.37 |
| Refer | 58822 | <i>STEVE S SPORTS AND AUTO</i> | | | |
| Cash Payment | E 101-45100-220 Repair/Maint Supply (GE | | | | \$8.02 |
| Invoice | 222761 | 9/28/2012 | | | |
| Transaction Date | 10/3/2012 | MAIN CHECKING G | 10100 | Total | \$8.02 |
| Refer | 58823 | <i>ISAK HANSEN INC.</i> | | | |
| Cash Payment | E 101-45100-220 Repair/Maint Supply (GE | | | | \$24.09 |
| Invoice | 399763 | 9/5/2012 | | | |
| Transaction Date | 10/3/2012 | MAIN CHECKING G | 10100 | Total | \$24.09 |
| Refer | 58824 | <i>EDWIN E. THORESON, INC.</i> | | | |
| Cash Payment | E 101-43100-224 Street Maint Materials | | | | \$395.44 |
| Invoice | 20030 | 10/1/2012 | | | |
| Cash Payment | E 101-45100-220 Repair/Maint Supply (GE | | | | \$553.01 |
| Invoice | 20031 | 10/1/2012 | | | |
| Cash Payment | E 101-45189-225 Landscaping Materials | | | | \$582.00 |
| Invoice | 20031 | 10/1/2012 | | | |



CITY OF GRAND MARAIS

10/05/12 11:27 AM

Page 6

Payments

Current Period: October 2012

| | | | | |
|-----------------------------------------------------|-----------------------------------------|-----------------------|--------------|-------------------|
| Transaction Date | 10/3/2012 | MAIN CHECKING G 10100 | Total | \$1,530.45 |
| <u>Refer 58825 TWIN PORTS PAPER & SUPPLY IN</u> | | | | |
| Cash Payment | E 101-45100-210 Operating Supplies (GE) | | | \$400.00 |
| Invoice | 115567 | 10/2/2012 | | |
| Cash Payment | E 101-45124-210 Operating Supplies (GE) | | | \$85.26 |
| Invoice | 115567 | 10/2/2012 | | |
| Transaction Date | 10/4/2012 | MAIN CHECKING G 10100 | Total | \$485.26 |
| <u>Refer 58826 KRAMES STAYWELL</u> | | | | |
| Cash Payment | E 101-45124-210 Operating Supplies (GE) | | | \$284.20 |
| Invoice | 6827665 | 9/25/2012 | | |
| Transaction Date | 10/4/2012 | MAIN CHECKING G 10100 | Total | \$284.20 |
| <u>Refer 58827 COOK COUNTY AUDITOR-TREASU</u> | | | | |
| Cash Payment | E 101-41610-306 Attorney (Criminal) | | | \$3,125.00 |
| Invoice | 4439 | 9/20/2012 | | |
| Transaction Date | 10/5/2012 | MAIN CHECKING G 10100 | Total | \$3,125.00 |
| <u>Refer 58828 FLAHERTY & HOOD, P.A.</u> | | | | |
| Cash Payment | E 101-41610-304 Attorney(Civil) | | | \$499.84 |
| Invoice | 5955 | 9/5/2012 | | |
| Transaction Date | 10/5/2012 | MAIN CHECKING G 10100 | Total | \$499.84 |

Fund Summary

| | | |
|-----------------------------|--------------------------|-------------|
| | 10100 MAIN CHECKING GMSB | |
| 101 GENERAL FUND | | \$49,387.61 |
| 211 LIBRARY | | \$3,289.00 |
| 215 LIBRARY RESTRICTED FUND | | \$2,267.67 |
| 609 MUNICIPAL LIQUOR FUND | | \$329.53 |
| 613 GOLF COURSE | | \$1,300.34 |
| | | <hr/> |
| | | \$56,574.15 |

| | |
|----------------------------------------|--------------------|
| Pre-Written Checks | \$19,837.97 |
| Checks to be Generated by the Computer | \$36,736.18 |
| Total | \$56,574.15 |

Dear Mayor Carlson and other city representatives,

As you may know the restaurants along the Gunflint Trail limit their business hours during the winter months. This creates frustration with folks coming "up the trail" since there seems to be no good way to advertise each business and their limited hours unlike in town.

We (Gunflint Trail winter restaurants) are asking permission to put up a sign, a seasonal ladder sign much like the existing ones along the Gunflint Trail.

It would have the restaurant hours listed. The temporary sign would go up November 1st and be removed in early May (weather permitting). The location targeted and that we are asking permission for is the corner of 5th ave west and the new Gunflint Trail.

We appreciate your consideration for this seasonal sign.

Thank you,
Hungry Jack Lodge
Trail Center Lodge
Windigo Lodge
Big Bear Lodge
Gunflint Lodge

Sarah Hamilton
Trail Center Lodge
388-2214

Mike ROTH.

I hope it is OK to just send
this. I am short handed + working
7 days a week. 😊

Any Questions Please call me

388-2214

Thank You

Sarah Hamilton

GUNFLINT TRAIL

RESTAURANT WINTER HOURS

HUNGRY JACK LODGE

8 am 11 pm

Dec 26-March 31

TRAIL CENTER LODGE

Mon-Fri 11am-9pm Sat, Sun 8am-9pm

December 14-March 31

WINDIGO LODGE

Mon-Sun 8am-10pm

GUNFLINT LODGE

RED PADDLE BISTRO - Noon-9 pm

Closed Christmas Day

10 ft



← 5 feet →

Memo

To: City Council Members
From: Dave Tersteeg, Parks Manager
CC: Mike Roth, City Administrator
Date: 10/5/2012
Re: Community Connection construction

On 9/27/12, city staff, local contractors and C.J. Fernandez, landscape architect from our new engineering firm LHB, met on-site, at the park, to discuss the construction details and the role LHB will play in the creation of the Community Connection. C.J. was brought up to speed on the project and the concept design created during the planning process with SEH. Site specific details including: existing vegetation, slope, existing utilities, storm water infrastructure, and the MN/DoT right-of-way were all addressed and incorporated into an enhanced concept design that C.J. has sketched for contractor guidance (see enclosed document: Grand Marais Community Connector concept plan).

The Park Board reviewed the enhanced concept plan at the 10/2/12 Park Board meeting – all agreed to move the project forward and seek City Council approval for work to begin this fall.

Contractor's from Edwin E. Thoreson and Skadberg Masonry are preparing firm quotes that will be available for review at the 10/10/12 City Council meeting. Preliminary estimates indicate total expenses are in the \$50,000 range for contractor work; \$10k of which would be the paving expense in the 2013 budget cycle.

Based on contractor schedules and weather driven material needs (asphalt does not roll smooth in cold weather), the timeline for project build-out has two distinct phases: this fall would include concrete work, storm-water work and site grading resulting in a compacted aggregate trail; spring work would include trail paving, bridge installation and landscaping/site restoration. Contractors are ready to begin work, pending City Council authorization.

Encl: Grand Marais Community Connection concept plan

City of Grand Marais

MEMO

TO: Mayor Carlson
City Council
FROM: Michael J Roth, City Administrator
DATE: October 5, 2012
SUBJECT: Public Works Facility Pre-Planning

Attached is a scope of work and agreement prepared by LHB for pre-planning services for our Public Works Facility. This scope of work was prepared after consultation with City staff.

The agreement that LHB provided does not include some provisions we think are necessary. Chris has provided the attached engineering services contract to use that calls for a scope of services to be developed for each project. I have sent this draft to LHB for their consideration.

We recommend that you approve the pre-planning scope of services and budget, as well as the draft engineering services agreement.



21 West Superior Street, Ste 500
Duluth, Minnesota 55802
218.727.8446
Fax 218.727.8456
www.LHBcorp.com

September 25, 2012

Michael Roth
City Administrator
City of Grand Marais
P.O. Box 600
Grand Marais, Minnesota 55604-0600

PRE-DESIGN – PUBLIC WORKS FACILITY

LHB is pleased to provide you with a proposal for the Pre-Design services required for the new Public Works Facility project for the City of Grand Marais.

PROJECT APPROACH

We recommend completion of the following Pre-Design services prior to moving forward with the final site and building design of the new Public Works Facility.

SCOPE OF WORK

1. Site Selection/Analysis

We understand that there are three site locations being considered by the City of Grand Marais.

- Industrial Park Sites – Owned by the County EDA
- Site adjacent to Hospital (5th Ave. W) – Owned by the City
- Brush Site (Co. Rd. 12) – Owned by the City

These three sites need to be evaluated and compared to determine the advantages and disadvantages of each. We will develop a score card of predetermined criteria and values for rating each site. Criteria may include:

- Capacity of site
- Future expansion opportunities
- Physiography – topography, suitability of soils
- Wetlands and other environmental factors
- Accessibility
- Utility availability
- Visibility
- Neighborhood compatibility
- Land acquisition cost
- Preliminary development costs

A test fit will be developed for each site, based on the programming information collected in item 2 below to demonstrate the limitations and benefits of each site.

2. Site/Building Space Needs Program

The preliminary work completed in the September 2009 *Combined Space Needs Analysis for a Multi-Agency Complex* is valuable information. We will be using it as a starting point. This provides a general understanding of the space needs and will be updated for a single user, the City of Grand Marais, facility.

Duluth, MN Minneapolis, MN

To streamline the information collection process, we will provide you with Space Program information sheets to be filled out. These sheets include detailed information including:

- Function
- Spatial relationships and adjacencies
- Finishes
- Work space furnishings
- Equipment and storage needs
- Parking requirements, site storage, etc.
- Communications
- Special Electrical and Mechanical requirements

After compiling this information, we will meet with you and tour the facilities to thoroughly understand current operating methods. We encourage engaging staff in this process. LHB will prepare a Program Statement detailing the square footage and space needs.

DELIVERABLES

Programming Document
Site Selection Recommendation
Preliminary Project Budget
Project Schedule

ASSUMPTIONS

We assume that the following information is not available and we will be required to make broad assumptions based on our best judgment. Upon selection of a single site and as we proceed with design, this information will be required.

- Topographic and boundary survey
- Geotechnical testing
- Wetland delineation

SCHEDULE

LHB will proceed with the work upon receipt of a signed copy of this agreement.

COMPENSATION

The above services will be provided for a stipulated sum of (\$10,844.00) Ten Thousand Eight Hundred Forty Four dollars plus reimbursable expenses. We recommend that you budget approximately \$650 for these expenses.

PAYMENT TERMS

Payments are due upon receipt of engineer's invoice. Amounts unpaid thirty (30) days from the date of engineer's invoice shall bear interest at the rate of eighteen percent (18%) per annum on the unpaid balance.

CONSEQUENTIAL DAMAGES

The engineer and owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this project or agreement.

LIMIT OF LIABILITY

To the maximum extent permitted by law, the owner agrees to limit the engineer's liability for the owner's damages to the sum of Fifty Thousand Dollars (\$50,000) or the engineer's fee whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

CITY OF GRAND MARAIS

LHB, INC.

By: _____
(Signature)

By: _____
(Signature)

Its: _____
(Title)

Its: _____
(Title)

Name: _____
(Printed Name)

Name: _____
(Printed Name)

C:\Users\djbjerk\Desktop\120516AG092112_GrandMarais_Agreement_PublicWorksFacility PreDesign.docx



21 W. Superior St., Suite 500, Duluth, MN 55802 (218)727-8446

| FEE ESTIMATE WORKSHEET | | | | | | | | | | | | Project Title/No. Public Works Facility - Pre-Design | |
|----------------------------------|----------------------------------------|-----------------------------|--------------------|--------------|------------------------|--------------------|--------------------|---------------|---------|-------------|-----------------------------|------------------------------------------------------|-----------|
| | | | | | | | | | | | | Client City of Grand Marais | |
| | | | | | | | | | | | | Preparer DJB | |
| | | | | | | | | | | | | Date Prepared September 25, 2012 | |
| Project Breakdown | | Estimated Professional Time | | | | | | | | | Sub-Totals Labor Costs (\$) | Phase Totals Labor Costs (\$) | |
| No. | Task Description | P1 Principal | P2 Project Manager | P3 Architect | P4 Landscape Architect | P5 Structural Engr | P6 Electrical Engr | P7 Mech. Engr | T1 Tech | C1 Clerical | | | |
| Pre-Design | | | | | | | | | | | | | |
| 1 | Site Selection/Analysis | | | | | | | | | | | | |
| | Review Available Site Information | | | | 2 | | | | | | | | \$ 250 |
| | Visit Sites | | | | 4 | | | | | | | | \$ 500 |
| | Analysis | | | | 4 | | | | | | | | \$ 500 |
| | Site Programming | | | | 2 | | | | | | | | \$ 250 |
| | Fit Plans | | | | 12 | | | | | | | | \$ 1,500 |
| | Preliminary Cost Estimates (Sites) | | | | 4 | | | | | | | | \$ 500 |
| 2 | Building Space Programming | | | | | | | | | | | | |
| | Create Programming Information Sheets | | | 2 | | | | | | | 1 | | \$ 304 |
| | Review Owner's Program Forms | | | 2 | | | | | | | | | \$ 230 |
| | Create Preliminary Program Document | | | 4 | | | | | | | 2 | | \$ 460 |
| | Site Visit/Confirm Program Information | | | 4 | | | | | | | | | \$ 230 |
| | Preliminary Cost Estimate (Building) | | | 2 | | | | | | | | | \$ 304 |
| | Create Final Program | | | 2 | | | | | | | 1 | | \$ 1,920 |
| 3 | Meetings/Communications | | | 8 | | | | | | | | | \$ 3,800 |
| 4 | Travel (Assume 3 Trips) | | | 15 | 15 | | | | | | | | \$ 296 |
| 5 | Project Management | | 2 | | | | | | | | | | |
| | Total Hours | 0 | 2 | 39 | 51 | 0 | 0 | 0 | 0 | 0 | 4 | | \$ 10,844 |
| Labor Rates | | | | | | | | | | | Labor Costs | | |
| P1 Project Principal | \$ 195 | | | | | | | | | | Pre-Design | \$ 10,844 | |
| P2 Project Manager | \$ 148 | | | | | | | | | | Total | \$ 10,844 | |
| P3 Architect/Landscape Architect | \$ 115 | | | | | | | | | | Consultants | | |
| P4 Landscape Architect | \$ 125 | | | | | | | | | | None Required | \$ - | |
| P5 Structural Engineer | \$ 115 | | | | | | | | | | Total | \$ - | |
| P6 Electrical Engineer | \$ 115 | | | | | | | | | | Project Total | \$ 10,844 | |
| P7 Mechanical Engineer | \$ 115 | | | | | | | | | | | | |
| T1 Technician | \$ 60 | | | | | | | | | | | | |
| C1 Clerical | \$ 74 | | | | | | | | | | | | |



REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for the Engineer/Architect services and include expenses incurred by LHB employees and consultants directly related to the Project. Items include, but are not limited to:

| | |
|---------------------------------------------------|----------------------------------------------------|
| Travel-Automobile: | Current IRS Rate |
| Meals & Lodging: | 110% of cost |
| Fee Paid for Regulatory Review and Approvals: | 110% of cost |
| Postage & Handling: | 110% of cost |
| Copies: | \$0.15 each face |
| Color Copies | \$1.00 each (8½" x 11") \$2.00 each (11" x 17") |
| Regular Bond Plots | \$2.00 each |
| Color Plots | \$10.00 each |
| Construction Documents for Construction: | 110% of cost |
| Large Format Scanning (B&W) | \$3.00 per sheet |
| Large Format Scanning (Color) | \$5.00 per sheet |
| Renderings and Models: | 110% of cost |
| Excess Project Insurance (if requested by Owner): | Cost |
| Global Positioning System (GPS) | \$150/day |
| Underground Utility Locator | \$25/day |

The reimbursable expenses are current as of the date of issue shown below. Rates are subject to adjustment for market conditions without specific notification.

[https://share.lhbcorp.com/Project Delivery/Rates Worksheets/PD Fee Estimate Worksheets/Rate Schedules/Templates/LHB Standard Reimbursable Expense Schedule.doc](https://share.lhbcorp.com/Project%20Delivery/Rates%20Worksheets/PD%20Fee%20Estimate%20Worksheets/Rate%20Schedules/Templates/LHB%20Standard%20Reimbursable%20Expense%20Schedule.doc)

CONSULTANT SERVICE CONTRACT

This Contract, made this ____ day of _____, 2012, by and between the CITY OF GRAND MARAIS, MINNESOTA, a Minnesota municipal corporation, 15 N. Broadway Ave., Grand Marais, MN 55604, ("CITY"), and _____, Inc., a Minnesota corporation, ("CONSULTANT"), (collectively the "PARTIES").

WHEREAS, CITY requires various professional on-call engineering and technical services on an as needed basis; and

WHEREAS, CONSULTANT agrees to furnish the various on-call professional engineering and technical services required by CITY upon the request of CITY.

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

SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform various professional on-call engineering and technical services on an as-needed basis as requested by CITY and as generally described in Exhibit 1, Scope of Services and Statement of Qualifications, attached hereto and incorporated herein by reference.
- B. **Activation of Consultant's Services.** CITY may contact CONSULTANT by phone, email, fax or mail requesting CONSULTANT's assistance. CITY shall provide CONSULTANT with any information pertinent to the professional engineering and technical services needed by CITY for each CITY authorized "Project." CONSULTANT will promptly respond with a Proposal for each Project for which CITY desires assistance and including a proposed a Task Order agreement for the respective Project outlining:
1. CONSULTANT's understanding of the Project;
 2. The Basic Services to be provided schedule;
 3. Supplemental Services which the CITY may or may not authorize during the course of the Project; and
 4. CONSULTANT's proposed compensation for the Project, including hourly rate fee schedule, as applicable.

Each Project for which CITY desires CONSULTANT's services will be in accordance with its own supplemental Task Order agreement to this Contract defining the scope of service and fee arrangement for the respective Project. CONSULTANT will not proceed with such services unless and until CITY confirms its acceptance of CONSULTANT's Task Order agreement in writing. This Contract will be incorporated by reference into each Task Order agreement accepted by CITY, and in the event of inconsistency or conflict in terms, this Contract shall govern the relationship between the Parties.

- C. **Schedule.** Both the CONSULTANT and the CITY will put forth reasonable efforts to complete their respective duties in a timely manner. Because the CONSULTANT's performance must be rendered with due diligence and be governed by sound professional practices, the CONSULTANT is not responsible for delays occasioned by unforeseen circumstances or factors beyond its control.
- D. **Standard of Care.** Professional services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care, skill and diligence ordinarily exercised by members of CONSULTANT's profession.
- F. **Insurance.**
1. CONSULTANT agrees to maintain, at CONSULTANT's expense, a professional liability insurance policy for its negligent acts, errors or omissions in the performance of professional services with limits of at least \$1,500,000 per occurrence and \$3,000,000 annual aggregate on a claims-made basis.
 2. CONSULTANT agrees to maintain, at CONSULTANT's expense, statutory worker's compensation and employer's liability insurance coverage.
 3. CONSULTANT agrees to maintain, at CONSULTANT's expense, commercial general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT's general business activities (including automobile use). The liability insurance policy shall provide coverage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
 4. CONSULTANT will not cancel any insurance policy required in this Contract until thirty days after providing the CITY written notice.
 5. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONSULTANT and are attached hereto as Exhibit 2.
 6. CITY reserves the right to rescind the Contract or any agreement for a Project not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies.

SECTION II – CITY'S RESPONSIBILITIES

- A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the designated CITY contact person for the Project in accordance with Section III of this Contract.

- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services for the Project in its custody to CONSULTANT for its use, at CONSULTANT's request.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT's performance of the services for the Project.
- D. Mike Roth, CITY's City Administrator, shall serve as the general contact/liaison person to act as CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY'S policies with respect to the CONSULTANT's services.

Such person shall be the primary contact person between CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person for this Contract or any Project at any time and shall notify CONSULTANT thereof.

SECTION III – CONSIDERATION

- A. CITY will compensate CONSULTANT as detailed in Exhibit 3, Compensation, which is attached hereto and incorporated herein by reference, for CONSULTANT's performance of services under this Contract.

SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall remain in force and effect from November 1, 2012 through October 31, 2015, unless otherwise terminated sooner as provided herein. The Task Order agreement for each Project authorized by CITY shall contain a specific schedule for CONSULTANT's services.
- B. **Termination.** Notwithstanding anything to the contrary herein, this Contract may be terminated by either party for any reason or for convenience by either party upon thirty (30) days written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.
- C. **Default.** If CONSULTANT fails to perform any of the provisions of this Contract or so fails to administer the services detailed in Exhibit 1 or for any Project, in such a manner as to endanger the performance of the Contract or Project, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law.

- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the CITY prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension

SECTION V – INDEMNIFICATION

- A. CONSULTANT 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 which may arise out of or be caused by CONSULTANT or its agents, employees, contractors, subcontractors, or sub-consultants with respect to CONSULTANT's performance of its obligations under this Contract and each respective Project. CONSULTANT shall defend CITY against the foregoing, or litigation in connection with the foregoing, at CONSULTANT'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 Contract.
- B. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents thereof; that in executing this Contract they voluntarily accept all terms described in this Contract 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 Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- C. **Dispute Resolution.** CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation

utilizing the Minnesota District Court Rule 114 Roster. CONSULTANT and CITY agree to require an equivalent dispute resolution process governing all contractors, subcontractors, subconsultants, suppliers, consultants, and fabricators concerned with the Project.

- D. **Electronic/Digital Data.** Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this Contract, all electronic/digital data developed by CONSULTANT as part of the project is acknowledged to be an internal working document for CONSULTANT'S purposes solely and any such information provided to CITY shall be on an "As Is" basis strictly for the convenience of CITY without any warranties of any kind. In the event of any conflict between a hard copy document and the electronic/digital data, the hard copy document governs. The electronic/digital data shall be prepared in the current software in use by the CONSULTANT and is not warranted to be compatible with other systems or software.

- E. **Opinions or Estimates of Construction Cost.** Where provided by the CONSULTANT as part of Exhibit 1 or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CITY and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CITY acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

- F. **Notices.** The PARTIES' representatives for notification for all purposes are:

CITY:
Mike Roth, City Administrator
City of Grand Marais
15 N. Broadway Ave.
Grand Marais, MN 55604207 Lafayette Street
218-387-1848 (phone)
218-387-1966 (fax)
cityhall@boreal.org

CONSULTANT:

- G. **Independent Contractor Status.** CONSULTANT, 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 Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT 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.

CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

CONSULTANT is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

- H. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract and the Project. If any deliverable is not acceptable, CITY will notify CONSULTANT specifying reasons in reasonable detail, and CONSULTANT will, at no additional cost, conform the deliverable to stated requirements of this Contract and the Project.
- I. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants.
- J. **Assignment.** This Contract may not be assigned by either Party without the written consent of the other Party.
- K. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the CITY and CONSULTANT.
- L. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT 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 CONSULTANT and involve transactions relating to this Contract.

CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.

- M. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract 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 Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- N. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.
- O. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.
- P. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with the CITY.
- Q. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- R. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- S. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the work. CITY may use the information for the project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its

Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.

- T. **Governing Law.** This Contract 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 Contract without regard to its choice of law or conflict of laws principles.
- U. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- V. **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 Contract 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 Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- W. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- X. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- Y. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- Z. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- AA. **Construction Observation.** CONSULTANT shall visit the project at appropriate intervals during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with

the Project plans and specifications, and shall be responsible for notifying CITY of any errors or omissions in contractor's work or any deviations in the contractor's work from the Project plans and specifications developed by CONSULTANT.

- BB. **Americans with Disabilities Act.** The CONSULTANT shall use reasonable professional effort and judgment in interpreting and advising the CITY as to the necessary requirements for the Project to comply with the Americans with Disabilities Act (ADA). The CONSULTANT does not warrant or guarantee that the Project will fully comply with interpretations of ADA requirements by regulatory or judicial bodies.
- CC. **Damage to Property.** If the scope of CONSULTANT's services includes borings or other work that may damage the worksite, CITY understands that some damage may occur to the Project property during the normal course of work, that CONSULTANT has not included in its fee the cost of restoration of damage, and that CITY will pay for such restoration of damage, except in those cases where it is demonstrated that CONSULTANT has failed to exercise reasonable care to minimize damage.

Remainder of page intentionally left blank.

SECTION VII –SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

CONSULTANT:

_____, INC.

By: _____

(Signature)

Date: _____

Title: _____

Print Name: _____

By: _____

(Signature)

Date: _____

Title: _____

Print Name: _____

CITY:

CITY OF GRAND MARAIS, MINNESOTA

By: _____

Larry Carlson, Its Mayor

Date: _____

By: _____

Mike Roth, Its City Administrator

Date: _____

EXHIBIT 1

SCOPE OF SERVICES AND STATEMENT OF QUALIFICATIONS

Subject to the terms of this Contract, CONSULTANT may be called upon by CITY to perform various on-call professional engineering and technical services for CITY on an as needed basis as requested by CITY, as outlined in the Scope of Services and Statement of Qualifications, which is attached hereto and incorporated herein by reference.

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]

EXHIBIT 3

COMPENSATION

Subject to the limitations set forth in this Exhibit, CITY will compensate CONSULTANT for the performance of services for CITY on an on-call/project basis under this Contract, as follows:

1. **Compensation.** CITY shall make periodic payment to CONSULTANT upon billing at intervals not more often than monthly at the rates specified in the schedule of fees included herein for those services rendered by CONSULTANT to the satisfaction of the CITY. CONSULTANT will submit monthly invoices to CITY for services rendered in the prior month in addition to those reasonable expenses incurred to the date of billing. Invoices will include statements itemizing services rendered by CONSULTANT for the prior month, along with associated expenses. CITY will pay the invoice of CONSULTANT within thirty (30) days or less of its receipt by CITY.

If CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the CITY and expenses within thirty days after the date of CONSULTANT's invoice, CONSULTANT may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold Project deliverables due under this Contract until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

2. **Expenses.** Unless otherwise provided herein, in addition to the applicable fees for services rendered to CITY by CONSULTANT, CITY shall also reimburse CONSULTANT for reasonable expenses CONSULTANT incurs in performing services for CITY, including but not limited to the following: document reproduction, rental equipment, testing, mileage, travel and per diem expenses of the Consultant for out-of-town trips required for the Project, long distance telephone calls and faxes as required to expedite the work, the costs for cellular phone service for Consultant's field personnel on the Project, Project photographs taken before and during construction, construction stakes, postage and delivery charges, any new taxes, fees or costs imposed on the Consultant's services (such as sales taxes) after the date of this Contract, and out-of-pocket expenses incurred directly for the Project.

Certain expenses incurred in a respective month may not be known to CONSULTANT until after the monthly bill for services has been prepared and mailed to CITY for payment. For example, long distance telephone charges may not be received until after the time for the corresponding services has been billed and paid. CONSULTANT and CITY agree that CONSULTANT may seek reimbursement of expenses in subsequent billing cycles as necessary.

3. **Hourly Rates.** CONSULTANT will provide a schedule containing the applicable hourly rates to be billed by CONSULTANT and paid by CITY for services performed by

CONSULTANT to the satisfaction of CITY for each Project the City authorizes as part of the Task Order agreement for the project:

Cook County-Grand Marais Economic Development Authority

August 14, 2012

Grand Marais City Hall

2:00 p.m.

Present: Board members Mike Littfin, Don Davison, Mark Sandbo, Scott Harrison, Hal Greenwood; Golf Course Manager Bob Fenwick; Golf Course Committee Member Jim King; Nancy Grabko, Steve Grabko of Community Fundraising Solutions; Dick Grabko of Community Development Research; Jay Arrowsmith DeCoux; Rhonda Silence.

Absent: Bob Spry, Bruce Martinson

Special Meeting

Meeting called to order by Chair Mark Sandbo at 2 p.m. Sandbo said the purpose of the special meeting was to outline what the EDA does and should be doing. The board reviewed its current activities—the business park, the housing program, the golf course, the Higher Ed partnership, and now its work with NorthSpan and the countywide chamber of commerce.

There was discussion of whether or not the EDA should hire a director now. Scott Harrison said he thought it would be best to wait until NorthSpan completed its work. Mark Sandbo said the EDA had been contacted by two individuals interested in starting a business in Cook County. Harrison said the EDA could contract with NorthSpan to handle inquiries on an hourly basis.

EDA board members expressed frustration about the county board's discussion of the EDA at a meeting with no one from the EDA present.

Scott Harrison asked the board to review the EDA mission statement. He said he did not think the mission statement reflected the EDA's current mission, noting that its primary focus is diversifying Cook County's economy. Harrison said it is unlikely that the EDA will bring new business to Cook County. He said the EDA should put more of a focus on strengthening existing Cook County businesses. Harrison agreed to draft changes to the mission statement to bring to the next EDA meeting.

There was discussion about the Cedar Grove Business Park. Harrison asked if there was a contractual agreement with the city regarding the EDA's payment of the business park bonds. Mike Littfin said there was no written agreement. He said the EDA owns the land and received grants for engineering, construction etc. The profit from sale of lots was supposed to pay the bonds let by the city and to fund other EDA projects. Harrison asked why the EDA continues to be involved. Don Davison said the business park is an EDA project and the EDA can't just walk away from it. Harrison asked why not, noting that the city had asked the county to help pay for bonds, with a portion of the EDA's levy. He asked why the EDA needed to be involved. It was agreed that a meeting of the city, county and EDA should be scheduled. Scheduling that meeting was added to the agenda for the regular meeting. The special meeting was adjourned.

Regular Meeting

Regular meeting called to order by Chair Mark Sandbo at 3:00 p.m.

Public Comment

No public comment.

Agenda reviewed. Added to the agenda was discussion of NorthSpan assisting with EDA inquiries; setting a joint meeting with city, county and EDA; a revised motion regarding the housing coordinator contract; and a business proposal.

Motion by Mike Littfin, second by Don Davison to approve agenda as adjusted. Motion carried, all ayes.

Minutes of August 14, 2012 reviewed.

Motion by Mark Sandbo, second by Mike Littfin to approve August 14, 2012 meeting minutes. Motion carried, all ayes.

Cook County Housing Administrator

Tofte Senior Housing Project

Dick Grabko of Community Development Resources and Jim King of the Town of Tofte gave a report on the planned Tofte Senior Housing Development. He said the Tofte housing market study had been completed and Tofte has signed an exclusivity agreement with Bremer Properties and is working on a development agreement. Project costs should be finalized by the end of September. Grabko said a number of things must take place for the project to be financially viable: approval of final plat, completion of development agreement, transfer of land from Birch Grove development site to Bremer Properties, receipt of grants from a variety of sources, Section 8 housing assistance allocation and bonding. Tofte Supervisor Jim King said the town of Tofte supports the project and requests assistance with transfer of the land, a letter of support, and if all the other pieces fall into place, assistance with bonding.

Hal Greenwood expressed concern about the timing of another request to IRRRB for funding, noting that there are currently four Cook County projects seeking IRRRB support—the Ski Hill water pipeline; the golf course improvements, the zipline proposed by Matt Geretschlaeger and now the Tofte housing project.

Motion by Scott Harrison, second by Hal Greenwood to support the Tofte Senior Housing Project. Motion carried, all ayes.

Housing Report

Steve Grabko of Community Fundraising Solutions (CFS) gave an update on the commercial rehab projects. The work on the Cook County Senior Center is almost complete. He said an ad will be running for two weeks announcing the opportunity for the next round of commercial rehabs. After the advertising period, he will review the applications for eligibility and will then convene the commercial rehab review committee. He noted that the EDA asked for a city representative on this committee. Jan Sivertson has agreed to serve on the committee, along with Hal Greenwood, Anna Hamilton and Vicki Wenz. Nancy Grabko said there are 19 applicants from the previous round, but the opportunity must be open to everyone again. Steve Grabko said

selection of the projects is made based on energy efficiency improvements, roofing repair, asbestos removal, etc.

Nancy Grabko gave the EDA board copies of the letter and information she provided to the Cook County Board of Commissioners on August 21 describing the housing program and its use of funds. She said she learned that the next week, August 28, the county board said that her company was charging \$2,000 to answer phones and she provided documentation detailing the work that CFS does, which she said is far more than just answering phones.

Mike Littfin, EDA housing committee chair, said the motion made last month was the “wrong way” to address the increase in the EDA housing budget. He said the motion led to the county board’s reaction. Littfin said the bottom line is that CFS is providing more services now than 6 – 8 months ago, because of the increased activity in Cook County and because Lake County is no longer involved. He said the CFS contract should have been modified sooner. He distributed CFS’s proposed contract for 2013, which details the services that CFS provides and will continue to provide, as well as the cost of the services, totaling \$74,900. Littfin asked the board if the EDA should cancel the existing CFS contract and adopt the 2013 one now. Board members said they could not do that without knowing what amount the county was going to approve for the EDA levy. Littfin asked if the board could accept the proposed CFS contract for the remainder of the year to keep the housing program going. Littfin said the new CFS contract numbers are equal to those in the proposed EDA budget. Nancy Grabko said the contract could be amended to include the additional services and the cost of those services and the contract could be negotiated in November or December when the levy number is known.

Motion by Mike Littfin, second by Hal Greenwood, to amend the Community Fundraising Solutions 2012 contract to reflect the amounts in the proposed CFS 2013 contract for September 11 – December 31, 2012. Motion carried, all ayes.

Superior National at Lutsen golf course

Superior National at Lutsen Manager Bob Fenwick distributed a report on rounds and fees for August and year-to-date for September. He said the number of rounds was down in August and appeared to be up in September. He said he believed that is because SNL is offering discounted rates, which it did not do in August. He said he believes that this confirms that the condition of the course needs to be improved to validate \$80 rounds.

Fenwick said work with consultant John Wait on the SNL business plan is wrapping up. The golf course committee reviewed the business plan earlier in the day and was giving Wait its input that evening. He should have a final business plan back to SNL by the end of the week. The business plan can then be shared with IRRRB for a grant application and to the bonding firm Ehlers Associates for golf course bond refinancing. Fenwick said he had talked to Bruce Kimmel of Ehlers, to get cost estimates for bonding of \$1.5 million—\$1.1 million for construction and the remainder for paying off the current bonds.

Fenwick also reported that an appraisal has been completed of land that the golf course wants to acquire through a trade with the ski hill. He said he would contact EDA attorney Baiers Heeren to work on the agreement.

Hal Greenwood said he several friends visiting from St. Paul and they said they had seen improvements in the attitudes of the staff at the golf course.

Scott Harrison asked Fenwick questions on the line items for insurance and misc. expense on the Superior National at Lutsen financials. Fenwick said he did not have the answers but would find out and get an answer to the board chair before the next meeting.

Cedar Grove Business Park

The board discussed the Cedar Grove Business Park future bond payments. A meeting will be scheduled for the city, county and EDA to discuss the bonds.

Resource Development Council

No update.

Financials

Financials were reviewed for the Cook County-Grand Marais Economic Development Authority for August 2012. Scott Harrison asked why there were accounts receivable items for Superior National still on the aging summary. Harrison will check with accountant Karen Blackburn to see why they are still there. *Motion by Mike Littfin, second by Mark Sandbo, to approve the Cook County-Grand Marais Economic Development Authority financial statements for August 2012. Motion carried, all ayes.*

Financial statements for the Superior National at Lutsen August 2012 were reviewed. *Motion by Mike Littfin, second by Hal Greenwood, to approve the Superior National at Lutsen financial statements for August 2012. Motion carried, all ayes.*

The board reviewed invoices in the packet.

Motion by Mike Littfin, second by Hal Greenwood, to approve invoices presented. Motion carried, all ayes.

Standing committee reports

Personnel Committee – No business

Budget Committee – No business

Other matters that may come before the board

Director position

The board discussed whether and when it should hire a director. Mark Sandbo said the budgeted amount for an EDA director is only \$36,000, which is not enough for a full-time director. Hal Greenwood said even if the EDA hired a director, there was no money for any projects. Scott Harrison said the \$36,000 could go to an independent contractor. The board agreed they needed someone available to help people interested in establishing a business in Cook County. Scott Harrison suggested working with NorthSpan and the University of MN.

Motion by Hal Greenwood, second by Don Davison, to have Scott Harrison contact Randy Lasky of NorthSpan to handle EDA business inquires as needed. Motion carried, all ayes.

Business proposal – Grand Marais Brewery

Jay Arrowsmith DeCoux gave a brief presentation on his proposed business, the Grand Marais Brewery. He shared a *Star-Tribune* article that reported that the market for craft beers, or micro

beers, has grown despite the recession. Arrowsmith DeCoux said he has been a home brewer since he participated in the inaugural brewing class at North House Folk School. He shared some of the research he had done and contacts made with regional microbreweries. Licensing, zoning matters, possible names, distribution and funding were discussed. Arrowsmith DeCoux said he had talked to IRRRB, the Northeastern Entrepreneurial Fund and the Minnesota “Angel Investors” program about funding. The EDA asked Arrowsmith DeCoux to keep them informed of his progress.

Meeting adjourned at 5:00 p.m.

Respectfully submitted by

Rhonda Silence

Minutes & More

Approved Minutes-Park and Recreation Board

Tuesday, September 4, 2012

Members Present: Walt Mianowski, Robin Duchien, Sally Berg and Tracy Benson arrived 5 min late.

Members Absent: Bill Lenz, Paul Anderson

Staff Present: Samantha Williams, Mike Kunshier and Charles Christiansen

Call to Order

Mianowski called the meeting to order at 4:40pm

Additions or Corrections to Agenda

Motion by Berg to approve the agenda, second by Duchien all ayes, motion approved.

Review August Minutes

Motion by Duchien to approve the August minutes, second by Berg. All ayes, motion approved

Guests

Jane Howard, Greg Wright, Kristen Wharton and Bob Grevenow.

Golf Report:

Kunshier reported season pass sales finished up \$2,800 over last year or 8%; green fees were up \$4,035 or 10% and year to date (YTD) revenue is \$133,487 vs. 119,201 in 2011; an increase in 12%. The course is still pretty green and staff is getting into the fall mode starting with aerating the course and blowing out the irrigation system. Most of the summer staff is done for the year with Rob and Mike working outside and Nancy and Mike working inside.

Pool Report:

Christiansen reported August revenue at the pool was up about \$800 from last year and attendance was up about 100 visits. Summer revenue (June-August) was about even with last summer, but YTD revenue at \$56,053 is down about 7% vs. last year's \$60,207. Fall hours began at the pool on Labor Day. Adult swim now begins at 8am and goes until 11am, with open swim 3:30 to 8 midweek and 9pm on Friday and Saturdays. Friday nights will remain dollar night and the pool will once again be closed on Sundays. The pool has been running smoothly and the water fitness classes are starting to pick up again. There were 13 people at the morning class today.

Active Living Steering Committee (ALSC):

Kristen Wharton spoke to the board and gave a brief update on what the ALSC has been up to. She personally invited the board members to the Cook County Active Living Summit on November 14th at the Arrowhead Center for Arts. The summit is an all day event designed to inform people about the impact active living policies play in our community and everyday life. Guest speakers include James Oberstar, Charles Marohn and Matthew Dyrda. Wharton also invited everyone to attend Dr. Leonard Sax on October 2nd at 5:30pm at the ACA for a presentation.

North House Folk School-Unplugged Parking:

Greg Wright requested the use of the ball field parking lot for event parking during the annual Unplugged event. This year there will be 3 nights of concerts starting on Thursday. A motion was made by Berg to allow event parking in the ball field, second by Duchien. All ayes, motion approved. Wright also asked the board if it would be ok to allow the Trampled by Turtles bus to load and unload in the marina parking area on Thursday, Sept. 13th. The board all agreed this would be fine.

Camper/Boater Issues and Concerns:

None at this time

Marina/Mooring/Harbor Report:

Williams reported fuel sales continue to be up by 50% this year vs. last.

City Council Update:

None

Parks Update:

- Revenue for the month of August was up \$33,000 over last August; up about 15%. The park was very busy in August and the desk received lots of positive comments from campers.
- There have been a few complaints from campers regarding the music noise from downtown, but there is nothing that can be done from a park operations standpoint.
- Jim Wiinanen, County Emergency Management, called the office today asking if the park had any plans for adding a “community safe room” into any future buildings? There are some Homeland Security grant opportunities that offer a 75% / 25% match for building these rooms.

Adjourn

Motion to adjourn at 5:20pm by Mianowski. These minutes will be reviewed for approval at the October meeting.

October meeting is Tuesday, October 2nd at 4:30 in the Park Office. Please contact the Park Office if you cannot attend, 387-1712.

GRAND MARAIS LIBRARY BOARD MINUTES: 9/4/12

Meeting Date: Tuesday, September 4, 2012

Call to Order: David Quick called the September 2012 meeting of the Library Board to order at 5:30 p.m. at the Grand Marais Library.

Introduction of Visitors-There were no visitors in attendance.

Additions to the Agenda-The topic of prepurchases of art from the Plein Air competition was added to the agenda.

Approvals of Minutes-The minutes of the August meeting were approved with the following corrections: Spellings-Kathy Hellner, Weitz (Weiss)
Rain Gutter issue: Unfinished Business line 5: He also said that rain gutters should be added. No other corrections. Byholm moved to approve, Stattelmann seconded. No discussion. Motion passed. Finance Committee: Date set Sept.

Financial Report- Chappell gave a review of the current budget. She stated that line items look good for July. Chappell reported that the library Investments are increasing in value. There is \$467,000 in reserve accounts. The Financial committee will monitor those funds. The current budget is \$26.00 over in the work comp. area. The line item for heating fuel is \$1400.00 over due to no prior knowledge of the amount it would cost to heat the new library. The repair and maintenance supplies budget line item is also over budget. There is a slight surplus in the budget for the cost of temporarily moving the library. The Utility Services line item has 34% of the budget left with \$4000 spent. The State of MN has released an amount for each county to pay by statute. This Maintenance of Effort state formula requires counties to fund at least at 90% of the second previous two years (2011). Cook County pays more than the minimum level of support. The 2011 city audit was received. The library was \$2800 over appropriations. The overage amount was funded by donations and gifts.

Approval of Bills: The August expenditures were presented to the board. Chappell explained the 215 expenses that were technology upgrades or replacements. Byholm asked if it would be cheaper to use a "voice over" system instead of a traditional phone call. Chappell stated that a new phone system is needed. She has looked at Duluth/Superior communications. Byholm moved to approve the bills. Sobanja seconded. There was no further discussion. The motion was approved.

Director's Report: Chappell reported that she is looking at a different summer program for 8-12 year olds because they don't work with the little children' program. The Grand Opening celebration brought in over 200 people. She has an upcoming workshop on RDA (cataloging standard) and libraries will be switching over to that. The intent is to simplify cataloging and make it more user friendly at the same time. There is interest in getting the entire regional library system on the same provider for the shared catalog. Currently, Duluth is on a different system. Chappell shared a watercolor painting of the library that was done by Tom McCann to celebrate the grand opening. The Library Board expressed their appreciation to McCann for sharing his talent and commemorating the event.

GRAND MARAIS LIBRARY BOARD MINUTES: 9/4/12

Committee Reports- Chappell announced that there will be a Financial Committee meeting in Sept. and an Emergency Preparedness Committee meeting in Oct. Chappell will continue selecting furniture with help from the Interior Design Committee.

Communications- Chappell shared a suggestion she had received from the suggestion box to have the library open at 9:00 am instead of 10:00. This idea will be considered.

Library Friends Liaison Report-Last month Clara Weitz reported on the Library Friends book sale. Donations are coming in well as they already have 7 boxes, at city hall, to sort for 2013. The Library Friends Board has a meeting on Sept. 18th. One item on their agenda is to decide what they want the proceeds of their sale to be used for in the new building. They have their annual meeting in Oct. as well. Chappell thanked the Library Friends for their help at the grand opening.

Unfinished Business-Budget 2013 – Capital items Chappell made a list of potential things to consider for purchase in f2013. Some ideas included a SMART board, DVD player, new books in the nonfiction collection such as medical, financial, craft and how too, etc. She also mentioned that a hospitality cart to load supplies on for programs would be very useful. There is also a need for 70-80 folding chairs. Unfinished items in the new library include artwork for interior, an outdoor sculpture, and possibly some glass etching to provide more privacy in the quiet room. Chappell reported that the 2013 operating budget was presented to the county. City and County budgets are finalized in December.

New Business-Chappell reported that she had a request from the Lion's Club to Partner with them for the "Brondini Magic Show" @ Fisherman's Picnic 2013. This is a Family Comedy Magic Show. The Lions would like to have three shows during Fisherman's Picnic weekend on the lawn in front of the library. They would like the library to provide a venue and perhaps some funding. The Library Board mentioned that the lawn is city property and the use to the property would need to be determined by the city council. The board felt that the library should consider the event.

Chappell handed out an updated Internet Policy to include Wi-Fi regulations. Library Board Members read through the draft policy this month and will review and comment next month.

Chappell mentioned the pre-purchase plan the Grand Marais Art Colony holds as part of its Plein Air painting program. Berg suggested that the first step could be to come up with an overall plan for art in the library prior to purchasing any art. The committee agreed to have the decorating committee come up with a plan so any art that is purchased can coordinate to enhance the spaces within the library.

Byholm motioned to adjourn the meeting. Stattelmann seconded.
The meeting was adjourned at 6:48.

Respectfully Submitted by Sally Berg.

Upcoming Meeting Schedule

Updated October 5, 2012

SEPTEMBER

| Date/Time | Meeting | Location |
|------------------------------------|----------------------|------------------|
| Wednesday, September 26, 4:30 p.m. | City Council Meeting | Council Chambers |
| Wednesday, September 26, 7:00 p.m. | Biomass Meeting | Courthouse |

OCTOBER

| Date/Time | Meeting | Location |
|----------------------------------|----------------------|------------------|
| Wednesday, October 10, 4:30 p.m. | City Council Meeting | Council Chambers |
| October 16 or 22 | Joint County EDA | TBD |
| Wednesday, October 31, 4:30 p.m. | City Council Meeting | Council Chambers |