

AGENDA
CITY COUNCIL MEETING
November 14, 2012
4:30 P.M.

A. Call to Order

B. Roll Call

C. Open Forum

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

D. Approve Consent Agenda

1. Approve Agenda
2. Approve Meeting Minutes
3. Approve Payment of Bills
4. GMATA Christmas Parade Permit

E. CCLEP Funding Request

F. Cook County Whole Foods Coop Licenses for Encroachments

G. Other items as necessary

H. Council & Staff Reports

I. Attached correspondence:

1. Other Meeting Minutes
2. Upcoming Meeting Schedule

J. Adjourn

*CITY OF GRAND MARAIS
MINUTES
October 31, 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.

Bev Wolke and Maggie Barnard updated the council about the upcoming Christmas Parade on Friday, November 23rd. Line up starts at 4:30 with the parade at 5:00 p.m. There would be no ceremony for the lighting of the tree this year, but they request that the tree be lighted at 5:00 p.m. Council will act on the parade request at the next meeting.

Motion by Lenz, seconded by Spry to approve the agenda; October 10, 2012, Minutes; Payment of Bills; and Cook County Curling Club Consumption and Display Permit Renewal. Approved unanimously.

Motion by Kennedy, seconded by Lenz to approve the full liquor license for Harbor House Grille pending an insurance policy number. Approved unanimously.

Council discussed the Cook County Whole Foods Coop expansion project. Normally a land use permit is approved administratively unless a variance or conditional use is required. In this case, the proposed building plan would encroach slightly on an easement in favor of the City to accommodate utility service lines for Stone Harbor. These lines were installed when the Coop and Stone Harbor buildings were owned by the same person. There are four issues that need to be addressed: footings would extend six inches into the easement, a roof overhang would extend 18 inches into the easement, foam insulation buried two feet deep to extend four feet into the easement and street right of way, and they are asking for permission to place their propane tank in the right of way of 1st Ave E behind their building adjacent to the storm water pond. A license agreement will be needed for each encroachment.

Motion by Lenz, seconded by Spry to approve the concept for the Cook County Whole Foods Coop pending approval of the license agreements. Approved unanimously.

Council discussed the Joint Powers Agreement Providing for Shared Costs of the Cook County Community Center. Council requested changes to the proposed agreement to include exactly half of the expenses of the Burbach Aquatics Inc. settlement costs and to change the term of the agreement to 25 years that shall automatically renew in five year increments.

Motion by Lenz, seconded by Kennedy to approve the Joint Powers Agreement Providing for Shared Costs of the Cook County Community Center with two (2) changes: include exactly half of the Burbach Aquatics Inc. settlement charges including attorney fees and the term of the contract shall be 25 years and shall automatically renew in five (5) year increments. Approved unanimously.

The FCC narrowband requirements are effective January 1, 2013. The city currently has 9 mobile radios that will not be able to narrowband. After meeting with a committee that understands the narrowband requirements, staff is recommending the purchase of 10 Kenwood mobile radios from Voyageurs Communications in the amount of \$4,727.62.

Motion by Lenz, seconded by Sivertson to purchase narrowband capable radios from Voyageurs Communications in the amount of \$4,727.62 to bring the City into compliance with FCC narrowband regulations. Approved unanimously.

Councilor Lenz' Report:

- 1) Beavers have been cutting down trees in the park. Some trees have a covering around the base in an effort to protect them.

Councilor Sivertson's Report:

- 1) Northspan presented the economic report today. It was well attended and good questions were asked.

Councilor Kennedy's Report:

- 1) The PUC met last week and set the utility rates for 2013. There will be no utility increases for 2013.
- 2) Biomass Public Information Meeting was held last night and another meeting is scheduled for tomorrow afternoon in the 4-H building at 4:00 p.m. They are discussing the environmental impact of the supply issue of biomass.

There being no further business, the meeting adjourned at 5:14 p.m.



CITY OF GRAND MARAIS

11/01/12 11:33 AM

Page 1

Payments

City of Grand Marais

Current Period: November 2012

Batch Name 110212 CPAP Payments User Dollar Amt \$42,688.28 Computer Dollar Amt \$42,688.28

\$0.00 In Balance

Table with columns: Refer, Description, Invoice, Transaction Date, Account, Amount, Total. Includes entries for MII LIFE-FLEX, ING, PERA, MN DEPT OF REVENUE-EFTPS, DEPT OT THE TREASURY IRS, MINNESOTA LIFE, BLUE CROSS/BLUE SHIELD OF MN, and SUPERIOR BEVERAGES LLP.



CITY OF GRAND MARAIS

11/01/12 11:33 AM

Page 2

Payments

City of Grand Marais

Current Period: November 2012

Transaction Date 11/1/2012 MAIN CHECKING G 10100 Total \$6,865.45

Refer 58970 ROHLFING INC.

Cash Payment E 609-49750-252 Beer For Resale \$2,452.90

Invoice 371306 10/17/2012

Cash Payment E 609-49750-259 Other For Resale -\$48.00

Invoice 371306 10/17/2012

Cash Payment E 609-49750-252 Beer For Resale \$3,117.35

Invoice 371593 10/24/2012

Cash Payment E 609-49750-252 Beer For Resale \$2,530.55

Invoice 371898 10/31/2012

Cash Payment E 609-49750-259 Other For Resale \$32.50

Invoice 371898 10/31/2012

Transaction Date 11/1/2012 MAIN CHECKING G 10100 Total \$8,085.30

Refer 58971 NCPERS GROUP LIFE INS.

Cash Payment G 101-21710 NCPERS-Pera \$16.00

Invoice 49361112 10/23/2012

Transaction Date 11/1/2012 MAIN CHECKING G 10100 Total \$16.00

Fund Summary

10100 MAIN CHECKING GMSB

101 GENERAL FUND \$27,737.53

609 MUNICIPAL LIQUOR FUND \$14,950.75

\$42,688.28

Pre-Written Checks	\$13,661.33
Checks to be Generated by the Computer	\$29,026.95
Total	<u>\$42,688.28</u>



City of Grand Marais

GRAND MARAIS, MN

11/09/12 10:25 AM

Page 1

Payments

Current Period: November 2012

Batch Name	11152012AP	User Dollar Amt	\$71,708.32
Payments		Computer Dollar Amt	\$71,708.32

\$0.00 In Balance

Refer 58975 GRAND MARAIS AUTO PARTS, INC

Cash Payment	E 613-45125-211 Operating Supplies	\$287.84
Invoice 1561	10/16/2012	
Cash Payment	E 101-43100-220 Repair/Maint Supply (GE	\$74.77
Invoice 1561	10/16/2012	
Cash Payment	E 101-43100-220 Repair/Maint Supply (GE	\$39.37
Invoice 1561	10/16/2012	
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE	\$11.25
Invoice 1561	10/16/2012	

Transaction Date	11/5/2012	MAIN CHECKING G 10100	Total	\$413.23
------------------	-----------	-----------------------	--------------	----------

Refer 58976 EDWIN E. THORESON, INC.

Cash Payment	E 613-45125-211 Operating Supplies	\$368.72
Invoice 20177	11/1/2012	
Cash Payment	E 101-43100-224 Street Maint Materials	\$219.63
Invoice 20176	11/1/2012	

Transaction Date	11/5/2012	MAIN CHECKING G 10100	Total	\$588.35
------------------	-----------	-----------------------	--------------	----------

Refer 58977 SUNNY HILL DISTRIBUTORS INC.

Cash Payment	E 609-49750-251 Liquor For Resale	\$766.72
Invoice 275564	10/30/2012	
Cash Payment	E 609-49750-259 Other For Resale	\$21.99
Invoice 275564	10/30/2012	
Cash Payment	E 609-49750-333 Freight and Express	\$39.90
Invoice 275564	10/30/2012	
Cash Payment	E 609-49750-251 Liquor For Resale	\$831.97
Invoice 275560	10/30/2012	

Transaction Date	11/5/2012	MAIN CHECKING G 10100	Total	\$1,660.58
------------------	-----------	-----------------------	--------------	------------

Refer 58978 MINNESTALGIA WINERY

Cash Payment	E 609-49750-251 Liquor For Resale	\$360.00
Invoice 3992	10/25/2012	

Transaction Date	11/5/2012	MAIN CHECKING G 10100	Total	\$360.00
------------------	-----------	-----------------------	--------------	----------

Refer 58979 SOUTHERN WINE & SPIRITS OF M

Cash Payment	E 609-49750-251 Liquor For Resale	\$535.14
Invoice 1935842	11/1/2012	
Cash Payment	E 609-49750-333 Freight and Express	\$10.00
Invoice 1935842	11/1/2012	

Transaction Date	11/5/2012	MAIN CHECKING G 10100	Total	\$545.14
------------------	-----------	-----------------------	--------------	----------

Refer 58980 WIRTZ BEVERAGE MINNESOTA

Cash Payment	E 609-49750-333 Freight and Express	\$55.50
Invoice 128117	10/30/2012	
Cash Payment	E 609-49750-259 Other For Resale	\$160.61
Invoice 128117	10/30/2012	
Cash Payment	E 609-49750-251 Liquor For Resale	\$2,193.81
Invoice 128117	10/30/2012	



GRAND MARAIS, MN

11/09/12 10:25 AM

Page 2

Payments

Current Period: November 2012

Cash Payment	E 609-49750-333 Freight and Express			\$5.55
Invoice	127283	10/30/2012		
Cash Payment	E 609-49750-251 Liquor For Resale			\$143.91
Invoice	127283	10/30/2012		
Transaction Date	11/5/2012	MAIN CHECKING G	10100	Total \$2,559.38
Refer	<u>58981 GRAND MARAIS LIQUOR STORE</u>			
Cash Payment	E 609-49750-340 Advertising			\$25.00
Invoice	08-11	11/5/2012		
Cash Payment	E 609-49750-340 Advertising			\$25.00
Invoice	17-11	11/5/2012		
Cash Payment	E 609-49750-340 Advertising			\$25.00
Invoice	07-12	11/5/2012		
Cash Payment	E 609-49750-340 Advertising			\$25.00
Invoice	17-12	11/5/2012		
Transaction Date	11/5/2012	MAIN CHECKING G	10100	Total \$100.00
Refer	<u>58982 PUBLIC UTILITIES COMMISSION1 Ck# 001755E 11/5/2012</u>			
Cash Payment	E 101-41940-380 Utility Services (GENER			\$1,791.38
Invoice	October 2012	11/5/2012		
Cash Payment	E 101-43100-380 Utility Services (GENER			\$34.54
Invoice	October 2012	11/5/2012		
Cash Payment	E 101-45100-380 Utility Services (GENER			\$7,232.22
Invoice	October 2012	11/5/2012		
Cash Payment	E 101-43100-381 Street Light Utilities			\$2,231.95
Invoice	October 2012	11/5/2012		
Cash Payment	E 101-42700-380 Utility Services (GENER			\$69.99
Invoice	October 2012	11/5/2012		
Cash Payment	E 101-42200-382 Fire Hydrant Utilities			\$1,103.70
Invoice	October 2012	11/5/2012		
Cash Payment	E 101-45189-380 Utility Services (GENER			\$26.39
Invoice	October 2012	11/5/2012		
Cash Payment	E 211-45500-380 Utility Services (GENER			\$721.75
Invoice	October 2012	11/5/2012		
Cash Payment	E 101-45124-380 Utility Services (GENER			\$2,840.05
Invoice	October 2012	11/5/2012		
Cash Payment	E 101-45184-380 Utility Services (GENER			\$364.37
Invoice	October 2012	11/5/2012		
Cash Payment	E 101-45184-380 Utility Services (GENER			\$155.72
Invoice	October 2012	11/5/2012		
Transaction Date	11/5/2012	MAIN CHECKING G	10100	Total \$16,572.06
Refer	<u>58983 NORTH SHORE WASTE</u>			
Cash Payment	E 101-43100-384 Refuse/Garbage Disposa			\$1,856.00
Invoice	1753	8/31/2012		
Cash Payment	E 101-43100-384 Refuse/Garbage Disposa			\$730.08
Invoice	2793	10/31/2012		
Cash Payment	E 101-45100-384 Refuse/Garbage Disposa			\$1,000.00
Invoice	2792	10/31/2012		
Cash Payment	E 101-45124-384 Refuse/Garbage Disposa			\$85.76
Invoice	2792	10/31/2012		



GRAND MARAIS, MN

11/09/12 10:25 AM

Page 3

Payments

Current Period: November 2012

Transaction Date	11/6/2012	MAIN CHECKING G	10100	Total	\$3,671.84
Refer	<u>58984 SUPERIOR LUMBER & SPORTS</u>				
Cash Payment	E 101-43100-224 Street Maint Materials				\$96.18
Invoice	188714	10/17/2012			
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE				\$622.70
Invoice	188714	10/17/2012			
Transaction Date	11/6/2012	MAIN CHECKING G	10100	Total	\$718.88
Refer	<u>58987 TERSTEEG, DAVE</u>				
Cash Payment	E 101-45100-330 Transportation/School				\$254.10
Invoice	BREEZY POINT	10/23/2012			
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total	\$254.10
Refer	<u>58988 COOK COUNTY NEWS HERALD</u>				
Cash Payment	E 101-45100-250 Merchandise Resale (GE				\$36.40
Invoice	OCTOBER 2012	10/31/2012			
Cash Payment	E 211-45500-340 Advertising				\$8.00
Invoice	OCTOBER 2012	10/31/2012			
Cash Payment	E 101-41400-350 Publishing				\$160.00
Invoice	OCTOBER 2012	10/31/2012			
Cash Payment	E 101-42200-200 Office Supplies (GENER				\$105.00
Invoice	OCTOBER 2012	10/31/2012			
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total	\$309.40
Refer	<u>58989 BUCK S HARDWARE HANK</u>				
Cash Payment	E 211-45500-220 Repair/Maint Supply (GE				\$24.73
Invoice	1848	10/29/2012			
Cash Payment	E 211-45500-220 Repair/Maint Supply (GE				\$35.20
Invoice	1848	10/29/2012			
Cash Payment	E 101-45189-210 Operating Supplies (GE				\$6.38
Invoice	1848	10/29/2012			
Cash Payment	E 609-49750-210 Operating Supplies (GE				\$28.14
Invoice	1848	10/29/2012			
Cash Payment	E 101-45124-220 Repair/Maint Supply (GE				\$110.85
Invoice	1848	10/29/2012			
Cash Payment	E 101-45100-210 Operating Supplies (GE				\$183.99
Invoice	1848	10/29/2012			
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE				\$183.99
Invoice	1848	10/29/2012			
Cash Payment	E 613-45125-221 Equipment Parts/Bulling				\$33.29
Invoice	1848	10/29/2012			
Cash Payment	E 613-45125-211 Operating Supplies				\$32.86
Invoice	1848	10/29/2012			
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total	\$639.43
Refer	<u>58990 FIRE & INDUSTRIAL SALES, INC.</u>				
Cash Payment	E 211-45500-220 Repair/Maint Supply (GE				\$24.55
Invoice	91847	10/2/2012			
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total	\$24.55
Refer	<u>58991 G&K SERVICES</u>				



GRAND MARAIS, MN

11/09/12 10:25 AM

Page 4

Payments

Current Period: November 2012

Cash Payment	E 211-45500-310 Service Agreements			\$84.62
Invoice	1229170465	10/9/2012		
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total \$84.62
Refer	58992 <i>PETTY CASH - LIBRARY</i>			
Cash Payment	E 211-45500-322 Postage			\$18.01
Invoice	ALS REIMBURS	9/30/2012		
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total \$18.01
Refer	58993 <i>NATIONAL GEOGRAPHIC SOCIET</i>			
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$46.70
Invoice	00083128447	10/16/2012		
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total \$46.70
Refer	58994 <i>STAR TRIBUNE</i>			
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$273.00
Invoice	9276972	10/28/2012		
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total \$273.00
Refer	58995 <i>BAKER & TAYLOR</i>			
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$498.23
Invoice	2027418256	9/25/2012		
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$66.38
Invoice	2027485103	10/15/2012		
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$542.23
Invoice	2027451826	10/4/2012		
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$560.49
Invoice	2027521179	10/25/2012		
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$341.19
Invoice	2027365455	9/10/2012		
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$27.35
Invoice	M00697950	10/29/2012		
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$23.85
Invoice	V84771500	10/11/2012		
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$23.59
Invoice	I88832980	10/12/2012		
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$34.85
Invoice	M00964160	10/31/2012		
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$69.44
Invoice	I88651630	10/9/2012		
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$19.84
Invoice	I88675320	10/9/2012		
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$31.10
Invoice	I88490130	10/5/2012		
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$31.10
Invoice	M00104170	10/16/2012		
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$31.10
Invoice	I88301030	10/2/2012		
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$23.45
Invoice	I88246670	10/1/2012		
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$23.49
Invoice	I88246970	10/1/2012		



GRAND MARAIS, MN

11/09/12 10:25 AM

Page 5

Payments

Current Period: November 2012

Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$58.19
Invoice	I88400370	10/4/2012		
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$53.59
Invoice	I88779940	10/11/2012		
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$31.38
Invoice	I88498200	10/8/2012		
Cash Payment	E 211-45500-435 Books, Periodicals, AV			\$31.09
Invoice	M00285240	10/19/2012		
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total \$2,521.93
Refer	<u>58996 BUCK S RADIO SHACK</u>			
Cash Payment	E 211-45500-449 Automation			\$10.00
Invoice	I0139965	10/15/2012		
Cash Payment	E 215-45500-580 Capital Outlay (Equipme			\$140.22
Invoice	I0140569	10/30/2012		
Cash Payment	E 215-45500-580 Capital Outlay (Equipme			\$32.35
Invoice	I0140108	10/18/2012		
Cash Payment	E 101-42270-320 Communications (GENE			\$19.37
Invoice	I0140008	10/16/2012		
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total \$201.94
Refer	<u>58997 ARROWHEAD LIBRARY SYSTEM</u>			
Cash Payment	E 211-45500-449 Automation			\$30.00
Invoice	I00012943	9/30/2012		
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total \$30.00
Refer	<u>58998 BOREAL ACCESS</u>			
Cash Payment	E 215-45500-449 Automation			\$482.35
Invoice	I121003-0006	10/3/2012		
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total \$482.35
Refer	<u>58999 CDW GOVERNMENT, INC.</u>			
Cash Payment	E 215-45500-580 Capital Outlay (Equipme			\$36.06
Invoice	I252983	10/22/2012		
Cash Payment	E 215-45500-580 Capital Outlay (Equipme			\$233.16
Invoice	I272157	9/27/2012		
Cash Payment	E 215-45500-580 Capital Outlay (Equipme			\$969.99
Invoice	I917524	10/12/2012		
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total \$1,239.21
Refer	<u>59000 QUILL CORPORATION</u>			
Cash Payment	E 211-45500-580 Capital Outlay (Equipme			\$67.31
Invoice	I6110967	9/27/2012		
Cash Payment	E 215-45500-580 Capital Outlay (Equipme			\$371.90
Invoice	I6182672	10/1/2012		
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total \$439.21
Refer	<u>59001 JOHNSON BROTHER FIREWOOD</u>			
Cash Payment	E 101-45100-250 Merchandise Resale (GE			\$13,750.00
Invoice	I556075	9/19/2012		
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total \$13,750.00
Refer	<u>59002 COMO OIL & PROPANE</u>			



City of Grand Marais

GRAND MARAIS, MN

11/09/12 10:25 AM

Page 6

Payments

Current Period: November 2012

Cash Payment	E 101-45124-217 Heating Fuel				\$1,814.87
Invoice	534468	10/31/2012			
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total	\$1,814.87
Refer	59003 <u>HAWKINS, INC.</u>				
Cash Payment	E 101-45124-210 Operating Supplies (GE				\$750.60
Invoice	3386159	9/6/2012			
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total	\$750.60
Refer	59004 <u>CLEARWATER RECREATION</u>				
Cash Payment	E 101-45100-580 Capital Outlay (Equipme				\$2,273.23
Invoice	100212	11/2/2012			
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total	\$2,273.23
Refer	59005 <u>COUNTY PLUMBING & HEATING</u>				
Cash Payment	E 101-45124-220 Repair/Maint Supply (GE				\$160.00
Invoice	8296	11/3/2012			
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total	\$160.00
Refer	59006 <u>SUNDEW TECHNICAL SERVICES</u>				
Cash Payment	E 101-45100-200 Office Supplies (GENER				\$149.94
Invoice	GMRECPARK	11/4/2012			
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total	\$149.94
Refer	59007 <u>VANCO SERVICES</u> Ck# 001756E 11/8/2012				
Cash Payment	E 101-45124-210 Operating Supplies (GE				\$5.25
Invoice	ES17882	11/1/2012			
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total	\$5.25
Refer	59008 <u>G&G SEPTIC</u>				
Cash Payment	E 101-45184-418 Portable Toilet Rentals				\$126.97
Invoice	5260	11/4/2012			
Cash Payment	E 101-45189-418 Portable Toilet Rentals				\$1,015.74
Invoice	5260	11/4/2012			
Cash Payment	E 101-45100-418 Portable Toilet Rentals				\$253.94
Invoice	5260	11/4/2012			
Cash Payment	E 101-45100-418 Portable Toilet Rentals				\$76.18
Invoice	5306	11/4/2012			
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total	\$1,472.83
Refer	59009 <u>VIKING PLUMBING & HEATING</u>				
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE				\$3.99
Invoice	21112	10/9/2012			
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total	\$3.99
Refer	59010 <u>CHRISTIANSEN, CHARLES</u>				
Cash Payment	E 101-45124-250 Merchandise Resale (GE				\$210.16
Invoice	SAM'S CLUB	11/1/2012			
Transaction Date	11/8/2012	MAIN CHECKING G	10100	Total	\$210.16
Refer	59011 <u>GRAINGER</u>				
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE				\$655.42
Invoice	9966657513	11/1/2012			
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE				\$317.64
Invoice	9966657521	11/1/2012			



GRAND MARAIS, MN

11/09/12 10:25 AM

Page 7

Payments

Current Period: November 2012

Transaction Date	11/8/2012	MAIN CHECKING G 10100	Total	\$973.06
Refer	59012 <u>WICKWIRE, TRAVIS</u>			
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE			\$200.00
Invoice	BOOTS 10/24/2012			
Transaction Date	11/8/2012	MAIN CHECKING G 10100	Total	\$200.00
Refer	59013 <u>HORNUNG S PRO GOLF SALES, IN</u>			
Cash Payment	E 613-45125-211 Operating Supplies			\$80.27
Invoice	962234 10/16/2012			
Transaction Date	11/8/2012	MAIN CHECKING G 10100	Total	\$80.27
Refer	59014 <u>DISH NETWORK</u>			
Cash Payment	E 613-45125-310 Service Agreements			\$42.84
Invoice	82557070825987 10/25/2012			
Transaction Date	11/8/2012	MAIN CHECKING G 10100	Total	\$42.84
Refer	59015 <u>WISCONSIN TURF EQUIPMENT C</u>			
Cash Payment	E 613-45125-221 Equipment Parts/Builing			\$120.41
Invoice	559384-000 11/5/2012			
Transaction Date	11/8/2012	MAIN CHECKING G 10100	Total	\$120.41
Refer	59016 <u>GRAND MARAIS SUPERAMERICA</u>			
Cash Payment	E 613-45125-212 Motor Fuels			\$42.00
Invoice	226191 10/5/2012			
Transaction Date	11/8/2012	MAIN CHECKING G 10100	Total	\$42.00
Refer	59017 <u>ARROWHEAD ELECTRIC</u>			
Cash Payment	E 613-45125-380 Utility Services (GENER			\$257.98
Invoice	763.000 10/31/2012			
Cash Payment	E 613-45125-380 Utility Services (GENER			\$112.10
Invoice	4256.000 10/31/2012			
Transaction Date	11/8/2012	MAIN CHECKING G 10100	Total	\$370.08
Refer	59018 <u>JOHNSON BROTHER LIQUOR</u>			
Cash Payment	E 609-49750-251 Liquor For Resale			\$7,680.30
Invoice	1429236 11/7/2012			
Cash Payment	E 609-49750-333 Freight and Express			\$217.83
Invoice	1429236 11/7/2012			
Cash Payment	E 609-49750-252 Beer For Resale			\$39.25
Invoice	1429237 11/7/2012			
Transaction Date	11/9/2012	MAIN CHECKING G 10100	Total	\$7,937.38
Refer	59019 <u>PHILLIPS WINE & SPIRITS</u>			
Cash Payment	E 609-49750-251 Liquor For Resale			\$1,847.54
Invoice	2329736 11/7/2012			
Cash Payment	E 609-49750-259 Other For Resale			\$41.95
Invoice	2329736 11/7/2012			
Cash Payment	E 609-49750-333 Freight and Express			\$61.69
Invoice	2329736 11/7/2012			
Transaction Date	11/9/2012	MAIN CHECKING G 10100	Total	\$1,951.18
Refer	59020 <u>WINE MERCHANTS</u>			
Cash Payment	E 609-49750-251 Liquor For Resale			\$360.00
Invoice	430837 11/7/2012			



GRAND MARAIS, MN

11/09/12 10:25 AM

Page 8

Payments

Current Period: November 2012

Cash Payment	E 609-49750-333 Freight and Express				\$10.28
Invoice	430837	11/7/2012			
Transaction Date	11/9/2012	MAIN CHECKING G	10100	Total	\$370.28
Refer	59021	<u>METRO FIRE</u>			
Cash Payment	E 101-42200-210 Operating Supplies (GE				\$151.73
Invoice	45554	10/31/2012			
Transaction Date	11/9/2012	MAIN CHECKING G	10100	Total	\$151.73
Refer	59022	<u>LEAGUE OF MINNESOTA CITIES</u>			
Cash Payment	E 101-41900-436 Membership Dues				\$1,356.00
Invoice	168531	11/9/2012			
Transaction Date	11/9/2012	MAIN CHECKING G	10100	Total	\$1,356.00
Refer	59023	<u>NORTH SHORE MANAGEMENT BO</u>			
Cash Payment	E 101-41900-436 Membership Dues				\$750.00
Invoice	2219	7/25/2012			
Transaction Date	11/9/2012	MAIN CHECKING G	10100	Total	\$750.00
Refer	59024	<u>FLAHERTY & HOOD, P.A.</u>			
Cash Payment	E 101-41610-304 Attorney(Civil)				\$867.02
Invoice	6000	10/4/2012			
Cash Payment	E 101-41610-304 Attorney(Civil)				\$2,151.29
Invoice	6040	11/5/2012			
Transaction Date	11/9/2012	MAIN CHECKING G	10100	Total	\$3,018.31

Fund Summary

	10100 MAIN CHECKING GMSB	
101 GENERAL FUND		\$48,686.10
211 LIBRARY		\$3,865.80
215 LIBRARY RESTRICTED FUND		\$2,266.03
609 MUNICIPAL LIQUOR FUND		\$15,512.08
613 GOLF COURSE		\$1,378.31
		<hr/>
		\$71,708.32

Pre-Written Checks	\$16,577.31
Checks to be Generated by the Computer	\$55,131.01
Total	<hr/> \$71,708.32

APPLICATION FOR USE OF STREET AND SIDEWALKS

CHECK ONE:

Benches _____ Flowers _____ Community Event X

Miscellaneous _____ Describe: Christmas Parade

Name and address of applicant or organization, charitable, veterans, community or non-profit group:

Chamber of Commerce
703 805
Grand Marais mn 55604

Contact Person:

Phone Number:

Bev Wolke 370-8904 / 387-3011

Description of request or event:

Parade on downtown streets / Christmas

Date of Event:

Length of Event:

NOV 23, 2012 2 hours

Time of Event:

4:30 Line up Parade 5:00

Location of Event:

Line up in Senior Center parking lot - down Broadway,
Right on to Wisconsin St, Right on to 1st Ave. Right
only one way + back to Senior Center

Assistance requested of the City or PUC:

Signature

Date

Beverly Wolke 10-15-12

Approve: _____ Not Approved: _____

Fee: Paid _____ Waived _____

Insurance (\$500,000): Proof naming City as additional insured _____

Waived in whole _____ Waived in part _____

Additional anticipated costs or expenses to City or PUC _____

Additional Council restrictions _____

Dear Grand Marais City Council,

It's once again time for the Cook County Local Energy Project (CCLEP) to ask the City of Grand Marais to consider providing a portion of the funds needed for our 2013 part-time coordinator. This position would, as last year, be half-time and would pay \$21,000/yr. We ask that for 2013 you contribute \$2,000 towards that position with the remaining funds provided as follows: Cook County, \$4,000; Lutheran Community Foundation, \$2,000; and the Lloyd K. Johnson Foundation, \$13,000. Your contribution is very important in showing community support which strengthens our request for foundation funding. The City's contribution last year was \$1,000.

Please recall that CCLEP activities are already saving money for the taxpayers of Grand Marais through our involvement in energy efficiency projects such as the 2010 Courthouse HVAC energy efficiency retrofit, the 2010 Grand Marais City building lighting retrofit, CCLEP's advocacy for enhanced energy efficiency for the Library expansion project and for the new Community Center.

We also secured outside funding for two renewable energy projects for the City of Grand Marais: a solar hot water system installed at the rec park in 2011 (est. savings \$1,000/yr.); and a solar PV system at the Gunflint Hills Golf Course to be installed this fall (est. savings \$1,500/ yr.). Additional state funding was secured for the Cook County/Grand Marais Energy Plan which was completed last summer, and Phase II of the Cook County Biomass Feasibility Study to be completed this winter.

In 2013 CCLEP is excited to continue implementation of the Energy Plan. Many action items in that plan could result in energy savings and economic development opportunities for Grand Marais.

Other major projects for 2013 include the continued refinement of our recently launched Cook County Residential Energy Efficiency Program (REEP) which is in partnership with Cook County Housing (EDA), Cook County Higher Education, Grand Marais PUC, SMMPA, Arrowhead Electric Co-op, AEOA, and the Duluth Energy Efficiency Program. We believe REEP has great potential to assist Grand Marais home owners and businesses in saving energy dollars that can be reinvested into the local economy.

We are also very optimistic about the prospects for a Grand Marais biomass district heating system. And with funding from the County's 1% tax fund and assistance from the Biomass Business Alliance of Minnesota and the Swedish Bioenergy Association, CCLEP and the Grand Marais PUC have embarked on a first-rate, world-class assessment of the

feasibility of such a system that will be completed by next summer.

These efforts and many other CCLEP activities are setting the stage for more sustainable and more economically beneficial energy systems in Grand Marais. We hope you recognize the value of CCLEP to the community of Grand Marais and are willing to help us fund this very important position.

Sincerely,

George Wilkes
Chair, Cook County Local Energy Project
gwilkes@boreal.org
387 2137

City of Grand Marais

MEMO

TO: Mayor Carlson
City Council
FROM: Michael J Roth, City Administrator
DATE: November 9, 2012
SUBJECT: Cook County Whole Foods Coop Land Use Permit

Attached are copies of the licenses for the encroachment of the propane tank, foundation insulation, roof overhang, and loading dock into the right of way or utility easement. The Council approved these encroachments at their previous meeting. City Attorney Hood prepared the licenses, and the Coop has agreed to the license terms. Please approve the attached licenses.

(Top 3 inches reserved for recording data)

LICENSE AGREEMENT (Soffit Overhang)

This License Agreement (“License” or “Agreement”) is entered into by and between the City of Grand Marais, a municipal corporation under the laws of the State of Minnesota (“City” or “Licensor”), and Cook County Whole Foods Co-operative, a chapter 308A domestic cooperative under the laws of the State of Minnesota, 20 E. 1st Street, Grand Marais, MN 55604-0813, (“Licensee”), (collectively the “parties”).

RECITALS:

WHEREAS, the Licensee is the owner of the real property located at 20 E. 1st Street in the City of Grand Marais, Minnesota, which real property is legally described as follows:

The real property (hereinafter referred to as the “Property” or Real Property) described in Exhibit A, which is attached hereto and incorporated herein by reference

; and

WHEREAS, the Licensor has a recorded utility easement on the above-described property adjacent to the building located on the described property (hereinafter referred to as the “Easement”; and

WHEREAS, the Licensee desires to construct and install an extension to the building located on the above-described property in the form of an 18” soffit overhang (hereinafter referred to as the “improvements” or “Licensee’s improvements”); and

WHEREAS, the proposed improvements, a depiction of which is set forth in Exhibit B, which is attached hereto and incorporated herein by reference (hereinafter referred to as the “Licensed Premises”), will encroach into the Licensor’s Easement; and

WHEREAS, the Licensee has requested that the Licensor permit the encroachment and the Licensor City is willing to permit said encroachment on the Easement as depicted in Exhibit B on certain conditions contained herein.

NOW, THEREFORE, for valuable consideration, it is agreed by and between the parties as follows:

1. Grant of License and Description of Licensed Premises. In consideration of the terms, covenants, and conditions contained herein, the Licensor hereby grants to the Licensee a terminable license to use the Licensed Premises for the purpose stated above herein, subject to the following conditions:
 - a. Licensee shall commence no work authorized by this License related to construction, repair or replacement of the improvements until it has obtained all required approvals and permits as required by the City.
 - b. Licensee shall take all necessary precautions to protect and preserve the City's Easement during any activities within or use of the Licensed Premises as contemplated in this License.
 - c. Licensee shall take all necessary precautions to avoid creating unsafe or unsanitary conditions within the Licensed Premises.
 - d. Licensee shall conduct any work authorized by this License in a manner so as to insure the least obstruction to and interference with present and continued use of the Easement.
 - e. Licensee shall notify Gopher State One Call prior to conducting any excavation necessary to construct, maintain or repair the improvements and comply with the requirements thereof.
 - f. Licensee shall maintain access to all properties and cross streets during the term of this License, including emergency vehicle access.
 - g. Licensee shall remove daily all dirt or debris from sidewalks, trails, public and private roadway surfaces and curbs and gutters during any work authorized by this License.
 - h. Licensee shall not conduct any work outside the area specified in Exhibit B.
 - i. Licensee shall be responsible for either; 1) removing the improvements and all associated costs, or 2) the cost of removal of the improvements by the City, should the City or another authorized party need to conduct work in the Easement area and the improvements interfere with such work in the judgment of the City.

Subject to the foregoing, the Licensee shall have the right to maintain, repair and alter said improvements overhang. Any maintenance, repair or alteration to the improvements shall not, except for minor changes relating to building materials, expand the encroachment. Alterations shall require City approval.

2. Term. This Agreement shall terminate (a) upon the destruction, demolition or removal of the improvements overhang to be situated on the Property described above, or (b) upon the failure of the Licensee to comply with any material term or condition of this Agreement.

Notwithstanding the foregoing, this License shall be for an indefinite term commencing on the date of the last signatory to this Agreement and continuing until terminated by the City by written notice to the Licensee. Such notice shall be given at least 90 days in

advance of the effective date of such termination. Such notice shall be delivered to Licensee or its successor in interest (as their interests and addresses may appear on the tax rolls of the County in which the Real Property is located), either personally or by certified mail. If such service cannot be made, service may be posted on the building on the Real Property.

This License may also be terminated at any time by Licensee by written notice to the City. Such notice shall be given at least 90 days in advance of the effective date of such termination and shall be delivered either personally or by certified mail to the City Administrator at the City's main offices.

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

3. License Fee. Licensee shall pay a license fee of \$1.00.
4. Use of Licensed Premises. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the Licensed Premises only for the specific purpose hereinabove stated; provided, however, that during the term of this License, the Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual in addition to any such requirements as applicable to Licensee's operations. The Licensee shall not intentionally commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises. Should the Licensee intentionally commit or allow to be committed any waste on or destruction to the Licensed Premises, the Licensee shall immediately restore the Licensed Premises to the original condition of the Licensed Premises at the inception of this License Agreement or as altered in accordance with plans and specifications as submitted to, and approved by, the City Administrator of the Licensor, or his designated representative, or, alternatively, pay to the Licensor the cost of restoring the Licensed Premises to the condition herein stated, payment to be made within 30 days from the date of written notice given by Licensor to the Licensee of the amount of such costs.

During the term of this Agreement, Licensee shall keep the Licensed Premises in a sanitary condition, remove all trash from the Licensed Premises and keep the premises free from refuse or other debris.

5. Conditions of Licensed Premises “As Is” and Not Warranted. The Licensor does not warrant that the Licensed Premises is suitable for the purposes for which it is permitted to be used under this License. The Licensor shall have no responsibility with regard to any failure of or damage to Licensee’s improvements within the Licensed Premises. Licensee understands and acknowledges that this License grants it only a terminable license to use the Licensed Premises, and does not confer any permanent property rights with respect to the Licensed Premises or the improvements to be constructed thereon upon Licensee.
6. Licensor's Right of Entry. The Licensee shall permit or allow the Licensor and the agents and employees of the Licensor to enter upon the Licensed Premises at all reasonable times for the purpose of inspecting them. The City may order the immediate cessation of any project or work that exceeds the scope of this License or otherwise poses a threat to the life, health, safety or welfare of the public. The City may order Licensee to correct any project or work to comply with the scope of this License or other applicable standards, conditions or laws. If the improvements made by Licensee in the Licensed Premises fall into disrepair at any time during the term of this License, the City may order Licensee to conduct any repairs or perform any maintenance necessary to bring the improvements into compliance. Any such an order by the City authorized by this Paragraph shall state the violation, the terms of correcting the violation and that failure to correct the violation within the stated time limits shall be cause for immediate revocation of this License. If the violation is not corrected within the stated time limits, the City may immediately revoke this License and/or pursue any and all remedies available to it as provided herein or in law or equity.
7. Alterations to Licensed Premises. The Licensee shall not be permitted to make any additional improvements or alterations to the Licensed Premises without the prior written consent of the Licensor, except, however, the Licensee shall, at Licensee's expense, make any additional improvements to the Licensed Premises that are needed to maintain the Licensed Premises in their original condition or their condition as altered, if such alteration has been approved in writing by the Licensor.
8. Covenants to Indemnify and Hold Harmless. Licensee shall indemnify, protect, save, hold harmless and insure City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys’ fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or its agents, employees, contractors, with respect to Licensee’s use of the Licensed Premises. Licensee shall defend City against the foregoing, or litigation in connection with the foregoing, at Licensee’s expense, with counsel reasonably acceptable to City. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of

City. All indemnification obligations shall survive termination of this License, provided that the incident giving rise to the indemnification obligation must have occurred during the term of this Agreement.

9. Waiver and Assumption of Risk. The Licensee knows, understands and acknowledges the risks and hazards associated with using the Licensed Premises and hereby assumes any and all risks and hazards associated therewith. Licensee understands and acknowledges that the primary purposes of the Licensed Premises, notwithstanding this Agreement, are to facilitate the safety of the traveling public and to accommodate public utility facilities, and that the Licensed Premises and utility facilities located therein require regular maintenance, repairs or other work. The Licensee hereby irrevocably waives any and all claims against the Licensor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee as a result of using the Licensed Premises or any of Licensee's activities or improvements related thereto, and hereby irrevocably releases and discharges the Licensor and any of its officials, employees or agents from any and all such claims of liability related to the Licensed Premises or the improvements to be constructed therein, except those resulting from the gross negligence or intentional misconduct of the Licensor.

10. Insurance. The Licensee shall at Licensee's expense maintain in effect bodily injury liability insurance and property damage insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04; the City of Grand Marais shall be a named insured. The Licensee's insurance policy and certificate shall not be cancelled or its conditions altered in any manner without Ten (10) days prior written notice to the City Administrator. Upon request, the Licensee shall deliver to the City Administrator certificates of all insurance required, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied. If Licensee fails to maintain a policy of insurance as required by the City for the term of this License, the City may immediately revoke this License and require the immediate removal by the Licensee of the Licensee's improvements from the Easement area at the Licensee's sole cost and expense, and the Licensee shall restore the Easement area to its preexisting condition or better pursuant to the standards and requirements set forth in City Code.

11. Real Estate Taxes. The Licensee agrees to pay any and all real estate taxes which may be assessed against the Licensed Premises being licensed hereunder as such real estate taxes become due and payable.

12. Mechanic's Liens. The Licensee hereby covenants and agrees that the Licensee will not permit or allow any mechanic's or materialman's liens to be placed on the Licensor's interest in the Licensed Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by the Licensee. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Licensor's interest, the Licensee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed;

provided, however, that the Licensee may contest any such lien provided the Licensee first provides adequate security protecting the Licensor against such lien.

13. Attorneys' Fees. If any action at law or in equity shall be brought by Licensor on account of any breach of this License Agreement by Licensee or for the recovery of the possession of the Licensed Premises, Licensor shall be entitled to recover from Licensee reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

14. General Terms.

- a. **RECITALS.** The recitals to this Agreement are made a part hereof and incorporated herein by reference.
- b. **VOLUNTARY AND KNOWING ACTION.** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- c. **AUTHORIZED SIGNATORIES.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- d. **NOTICES.** All communications, demands, notices, or objections permitted or required to be given or served under this License Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this License Agreement, to the address set forth in this License Agreement, or if to a party not a party to this License Agreement, to the address designated by a party to this License Agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this License Agreement.
- e. **ASSIGNMENT OR TRANSFER OF LICENSE.** Licensee shall have no right to assign its interest in this License Agreement without the prior written consent of Licensor.
- f. **MODIFICATIONS/AMENDMENT.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when

- they have been reduced to writing, and signed by authorized representative of the City and Licensee.
- g. **NOT PARTNERSHIP, JOINT VENTURE, OR FIDUCIARY RELATIONSHIP CREATED HEREBY.** Nothing contained in this License Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Licensor and the Licensee.
 - h. **CUMULATIVE RIGHTS.** Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the Licensor or the Licensee is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
 - i. **RECORDS—AVAILABILITY AND RETENTION.** Pursuant to Minn. Stat. § 16C.05, subd. 5, Licensee agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Licensee and involve transactions relating to this Agreement. Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.
 - j. **COMPLIANCE WITH LAWS.** Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, improvements, personal property, programs and staff for which Licensee is responsible.
 - k. **GOVERNING LAW.** This Agreement shall be deemed to have been made and accepted in Cook County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
 - l. **DATA PRACTICES.** The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
 - m. **NO WAIVER.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
 - n. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to

the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

- o. ENTIRE AGREEMENT. These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- p. HEADINGS AND CAPTIONS. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- q. SURVIVABILITY. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and Licensee arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- r. RECORDING. This License Agreement shall bind the heirs, executors, administrators, assigns and successors of the parties; this License shall be recorded by the City Administrator at the expense of the Licensee as soon as practicable following execution.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have hereunto executed this document on the latest date affixed to the signatures hereto.

COOK COUNTY WHOLE FOODS CO-OPERATIVE, LICENSEE

By: _____
Jennifer Stoltz, Its Chief Executive Officer

Date: _____

COUNTY OF COOK)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on _____, 2012, by Jennifer Stoltz, its Chief Executive Officer, on behalf of Cook County Whole Foods Co-operative, a chapter 308A domestic cooperative under the laws of the State of Minnesota, Licensee.

Notary Public

CITY OF GRAND MARAIS, LICENSOR

By: _____
Larry Carlson, Its Mayor

Date: _____

By: _____
Mike Roth, Its City Administrator

Date: _____

COUNTY OF COOK)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on _____, 2012, by Larry Carlson and Mike Roth, respectively the Mayor and City Administrator, on behalf of the City of Grand Marais, a municipal corporation of the State of Minnesota, Licensor.

Notary Public

EXHIBIT A

Legal Description of Property

Lots 1 and 2, Block 31, Grand Marais Village Plat, Township 61, Range 1 E, Section 21, City of Grand Marais, Cook County, Minnesota.

Public Parking

14' Alley ROW

First Street

First Avenue East

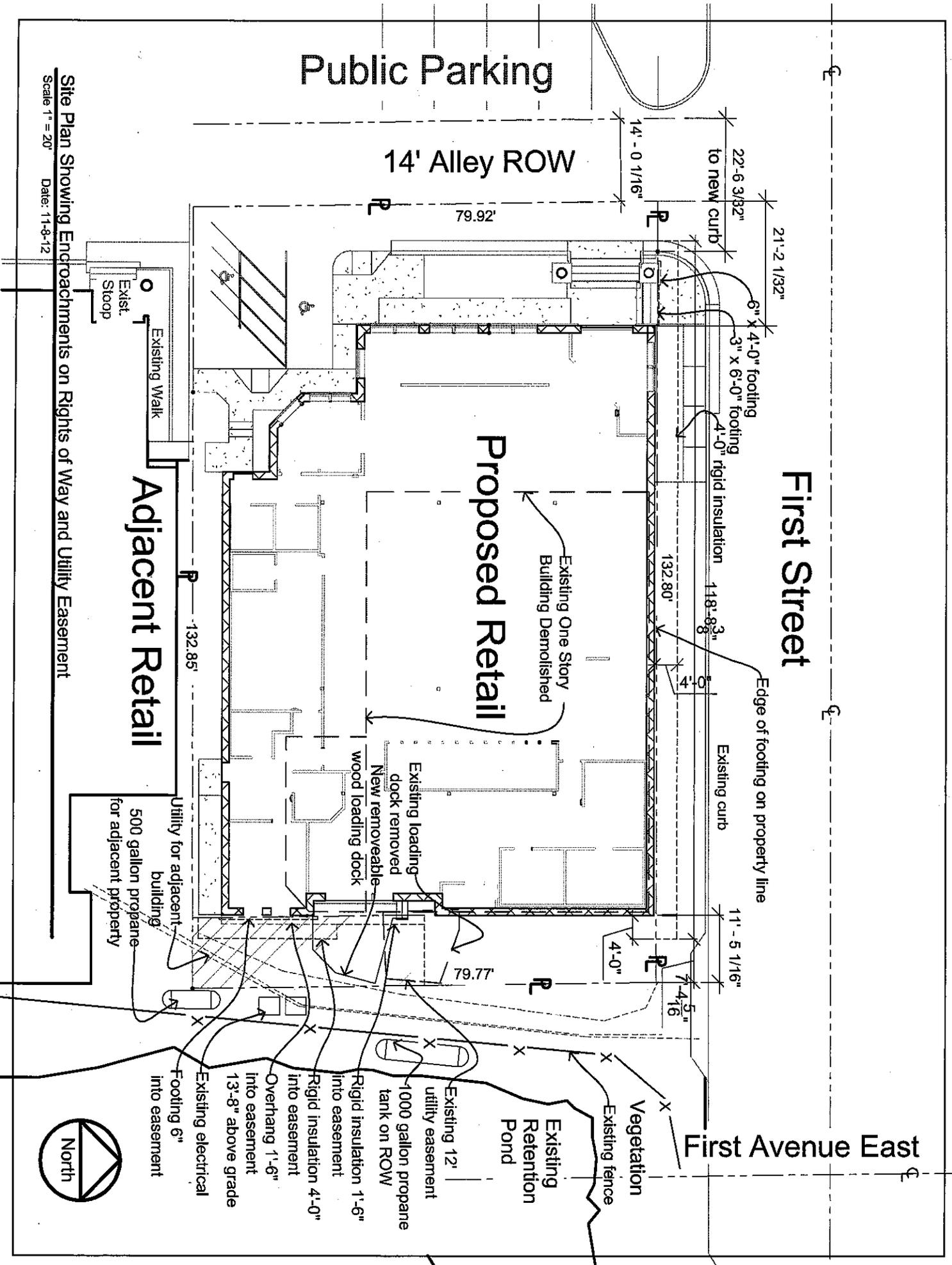
Proposed Retail

Adjacent Retail

Site Plan Showing Encroachments on Rights of Way and Utility Easement

Scale 1" = 20'

Date: 11-8-12



(Top 3 inches reserved for recording data)

LICENSE AGREEMENT (Propane Tank)

This License Agreement (“License” or “Agreement”) is entered into by and between the City of Grand Marais, a municipal corporation under the laws of the State of Minnesota (“City” or “Licensor”), and Cook County Whole Foods Co-operative, a chapter 308A domestic cooperative under the laws of the State of Minnesota, 20 E. 1st Street, Grand Marais, MN 55604-0813, (“Licensee”), (collectively the “parties”).

RECITALS:

WHEREAS, the Licensee is the owner of the real property located at 20 E. 1st Street in the City of Grand Marais, Minnesota, which real property is legally described as follows:

The real property (hereinafter referred to as the “Property” or Real Property) described in Exhibit A, which is attached hereto and incorporated herein by reference

; and

WHEREAS, the Licensor has a recorded public right-of-way directly abutting the above-described property and adjacent to the building located on the described property (hereinafter referred to as the “Right-of-Way”); and

WHEREAS, the Licensee desires to construct and install a 1,000 gallon propane tank accessory to the building located adjacent to the above-described property (hereinafter referred to as the “improvements” or “Licensee’s improvements”); and

WHEREAS, the proposed improvements, a depiction of which is set forth in Exhibit B, which is attached hereto and incorporated herein by reference (hereinafter referred to as the “Licensed Premises”), will encroach into the Licensor’s Right-of-Way; and

WHEREAS, the Licensee has requested that the Licensor permit the encroachment and the Licensor City is willing to permit said encroachment on the Right-of-Way as depicted in Exhibit B on certain conditions contained herein.

NOW, THEREFORE, for valuable consideration, it is agreed by and between the parties as follows:

1. Grant of License and Description of Licensed Premises. In consideration of the terms, covenants, and conditions contained herein, the Licensor hereby grants to the Licensee a terminable license to use the Licensed Premises for the purpose stated above herein, subject to the following conditions:
 - a. Licensee shall commence no work authorized by this License related to construction, repair or replacement of the improvements until it has obtained all required approvals and permits as required by the City.
 - b. Licensee shall take all necessary precautions to protect and preserve the City's Right-of-Way during any activities within or use of the Licensed Premises as contemplated in this License.
 - c. Licensee shall take all necessary precautions to avoid creating unsafe or unsanitary conditions within the Licensed Premises.
 - d. Licensee shall conduct any work authorized by this License in a manner so as to insure the least obstruction to and interference with present and continued use of the Right-of-Way.
 - e. Licensee shall notify Gopher State One Call prior to conducting any excavation necessary to construct, maintain or repair the improvements and comply with the requirements thereof.
 - f. Licensee shall maintain access to all properties and cross streets during the term of this License, including emergency vehicle access.
 - g. Licensee shall remove daily all dirt or debris from sidewalks, trails, public and private roadway surfaces and curbs and gutters during any work authorized by this License.
 - h. Licensee shall not conduct any work outside the area specified in Exhibit B.
 - i. Licensee shall be responsible for either; 1) removing the improvements and all associated costs, or 2) the cost of removal of the improvements by the City, should the City or another authorized party need to conduct work in the Right-of-Way area and the improvements interfere with such work in the judgment of the City.

Subject to the foregoing, the Licensee shall have the right to maintain, repair and alter said improvements. Any maintenance, repair or alteration to the improvements shall not, except for minor changes relating to building materials, expand the encroachment. Alterations shall require City approval.

2. Term. This Agreement shall terminate (a) upon the destruction, demolition or removal of the improvements to be situated on the Property described above, or (b) upon the failure of the Licensee to comply with any material term or condition of this Agreement.

Notwithstanding the foregoing, this License shall be for an indefinite term commencing on the date of the last signatory to this Agreement and continuing until terminated by the City by written notice to the Licensee. Such notice shall be given at least 90 days in

advance of the effective date of such termination. Such notice shall be delivered to Licensee or its successor in interest (as their interests and addresses may appear on the tax rolls of the County in which the Real Property is located), either personally or by certified mail. If such service cannot be made, service may be posted on the building on the Real Property.

This License may also be terminated at any time by Licensee by written notice to the City. Such notice shall be given at least 90 days in advance of the effective date of such termination and shall be delivered either personally or by certified mail to the City Administrator at the City's main offices.

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

3. License Fee. Licensee shall pay a license fee of \$1.00.
4. Use of Licensed Premises. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the Licensed Premises only for the specific purpose hereinabove stated; provided, however, that during the term of this License, the Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual in addition to any such requirements as applicable to Licensee's operations. The Licensee shall not intentionally commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises. Should the Licensee intentionally commit or allow to be committed any waste on or destruction to the Licensed Premises, the Licensee shall immediately restore the Licensed Premises to the original condition of the Licensed Premises at the inception of this License Agreement or as altered in accordance with plans and specifications as submitted to, and approved by, the City Administrator of the Licensor, or his designated representative, or, alternatively, pay to the Licensor the cost of restoring the Licensed Premises to the condition herein stated, payment to be made within 30 days from the date of written notice given by Licensor to the Licensee of the amount of such costs.

During the term of this Agreement, Licensee shall keep the Licensed Premises in a sanitary condition, remove all trash from the Licensed Premises and keep the premises free from refuse or other debris.

5. Conditions of Licensed Premises “As Is” and Not Warranted. The Licensor does not warrant that the Licensed Premises is suitable for the purposes for which it is permitted to be used under this License. The Licensor shall have no responsibility with regard to any failure of or damage to Licensee’s improvements within the Licensed Premises. Licensee understands and acknowledges that this License grants it only a terminable license to use the Licensed Premises, and does not confer any permanent property rights with respect to the Licensed Premises or the improvements to be constructed thereon upon Licensee.
6. Licensor's Right of Entry. The Licensee shall permit or allow the Licensor and the agents and employees of the Licensor to enter upon the Licensed Premises at all reasonable times for the purpose of inspecting them. The City may order the immediate cessation of any project or work that exceeds the scope of this License or otherwise poses a threat to the life, health, safety or welfare of the public. The City may order Licensee to correct any project or work to comply with the scope of this License or other applicable standards, conditions or laws. If the improvements made by Licensee in the Licensed Premises fall into disrepair at any time during the term of this License, the City may order Licensee to conduct any repairs or perform any maintenance necessary to bring the improvements into compliance. Any such an order by the City authorized by this Paragraph shall state the violation, the terms of correcting the violation and that failure to correct the violation within the stated time limits shall be cause for immediate revocation of this License. If the violation is not corrected within the stated time limits, the City may immediately revoke this License and/or pursue any and all remedies available to it as provided herein or in law or equity.
7. Alterations to Licensed Premises. The Licensee shall not be permitted to make any additional improvements or alterations to the Licensed Premises without the prior written consent of the Licensor, except, however, the Licensee shall, at Licensee's expense, make any additional improvements to the Licensed Premises that are needed to maintain the Licensed Premises in their original condition or their condition as altered, if such alteration has been approved in writing by the Licensor.
8. Covenants to Indemnify and Hold Harmless. Licensee shall indemnify, protect, save, hold harmless and insure City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys’ fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or its agents, employees, contractors, with respect to Licensee’s use of the Licensed Premises. Licensee shall defend City against the foregoing, or litigation in connection with the foregoing, at Licensee’s expense, with counsel reasonably acceptable to City. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of

City. All indemnification obligations shall survive termination of this License, provided that the incident giving rise to the indemnification obligation must have occurred during the term of this Agreement.

9. Waiver and Assumption of Risk. The Licensee knows, understands and acknowledges the risks and hazards associated with using the Licensed Premises and hereby assumes any and all risks and hazards associated therewith. Licensee understands and acknowledges that the primary purposes of the Licensed Premises, notwithstanding this Agreement, are to facilitate the safety of the traveling public and to accommodate public utility facilities, and that the Licensed Premises and utility facilities located therein require regular maintenance, repairs or other work. The Licensee hereby irrevocably waives any and all claims against the Licensor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee as a result of using the Licensed Premises or any of Licensee's activities or improvements related thereto, and hereby irrevocably releases and discharges the Licensor and any of its officials, employees or agents from any and all such claims of liability related to the Licensed Premises or the improvements to be constructed therein, except those resulting from the gross negligence or intentional misconduct of the Licensor.
10. Insurance. The Licensee shall at Licensee's expense maintain in effect bodily injury liability insurance and property damage insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04; the City of Grand Marais shall be a named insured. The Licensee's insurance policy and certificate shall not be cancelled or its conditions altered in any manner without Ten (10) days prior written notice to the City Administrator. Upon request, the Licensee shall deliver to the City Administrator certificates of all insurance required, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied. If Licensee fails to maintain a policy of insurance as required by the City for the term of this License, the City may immediately revoke this License and require the immediate removal by the Licensee of the Licensee's improvements from the Right-of-Way area at the Licensee's sole cost and expense, and the Licensee shall restore the Right-of-Way area to its preexisting condition or better pursuant to the standards and requirements set forth in City Code.
11. Real Estate Taxes. The Licensee agrees to pay any and all real estate taxes which may be assessed against the Licensed Premises being licensed hereunder as such real estate taxes become due and payable.
12. Mechanic's Liens. The Licensee hereby covenants and agrees that the Licensee will not permit or allow any mechanic's or materialman's liens to be placed on the Licensor's interest in the Licensed Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by the Licensee. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Licensor's interest, the Licensee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed;

provided, however, that the Licensee may contest any such lien provided the Licensee first provides adequate security protecting the Licensor against such lien.

13. Attorneys' Fees. If any action at law or in equity shall be brought by Licensor on account of any breach of this License Agreement by Licensee or for the recovery of the possession of the Licensed Premises, Licensor shall be entitled to recover from Licensee reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

14. General Terms.

- a. **RECITALS.** The recitals to this Agreement are made a part hereof and incorporated herein by reference.
- b. **VOLUNTARY AND KNOWING ACTION.** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- c. **AUTHORIZED SIGNATORIES.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- d. **NOTICES.** All communications, demands, notices, or objections permitted or required to be given or served under this License Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this License Agreement, to the address set forth in this License Agreement, or if to a party not a party to this License Agreement, to the address designated by a party to this License Agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this License Agreement.
- e. **ASSIGNMENT OR TRANSFER OF LICENSE.** Licensee shall have no right to assign its interest in this License Agreement without the prior written consent of Licensor.
- f. **MODIFICATIONS/AMENDMENT.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when

- they have been reduced to writing, and signed by authorized representative of the City and Licensee.
- g. **NOT PARTNERSHIP, JOINT VENTURE, OR FIDUCIARY RELATIONSHIP CREATED HEREBY.** Nothing contained in this License Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Licensor and the Licensee.
 - h. **CUMULATIVE RIGHTS.** Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the Licensor or the Licensee is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
 - i. **RECORDS—AVAILABILITY AND RETENTION.** Pursuant to Minn. Stat. § 16C.05, subd. 5, Licensee agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Licensee and involve transactions relating to this Agreement. Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.
 - j. **COMPLIANCE WITH LAWS.** Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, improvements, personal property, programs and staff for which Licensee is responsible.
 - k. **GOVERNING LAW.** This Agreement shall be deemed to have been made and accepted in Cook County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
 - l. **DATA PRACTICES.** The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
 - m. **NO WAIVER.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
 - n. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to

the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

- o. ENTIRE AGREEMENT. These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- p. HEADINGS AND CAPTIONS. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- q. SURVIVABILITY. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and Licensee arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- r. RECORDING. This License Agreement shall bind the heirs, executors, administrators, assigns and successors of the parties; this License shall be recorded by the City Administrator at the expense of the Licensee as soon as practicable following execution.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have hereunto executed this document on the latest date affixed to the signatures hereto.

COOK COUNTY WHOLE FOODS CO-OPERATIVE, LICENSEE

By: _____ Date: _____
Jennifer Stoltz, Its Chief Executive Officer

COUNTY OF COOK)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on _____, 2012, by Jennifer Stoltz, its Chief Executive Officer, on behalf of Cook County Whole Foods Co-operative, a chapter 308A domestic cooperative under the laws of the State of Minnesota, Licensee.

Notary Public

CITY OF GRAND MARAIS, LICENSOR

By: _____ Date: _____
Larry Carlson, Its Mayor

By: _____ Date: _____
Mike Roth, Its City Administrator

COUNTY OF COOK)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on _____, 2012, by Larry Carlson and Mike Roth, respectively the Mayor and City Administrator, on behalf of the City of Grand Marais, a municipal corporation of the State of Minnesota, Licensor.

Notary Public

EXHIBIT A

Legal Description of Property

Lots 1 and 2, Block 31, Grand Marais Village Plat, Township 61, Range 1 E, Section 21, City of Grand Marais, Cook County, Minnesota.

Public Parking

14' Alley ROW

First Street

First Avenue East

Proposed Retail

Existing One Story Building Demolished

Adjacent Retail

Utility for adjacent building
500 gallon propane for adjacent property

Existing electrical
Footings 6" into easement

Overhang 1'-6" into easement
13'-8" above grade

Rigid insulation 1'-6" into easement

Rigid insulation 4'-0" into easement

Existing 12' utility easement
1000 gallon propane tank on ROW

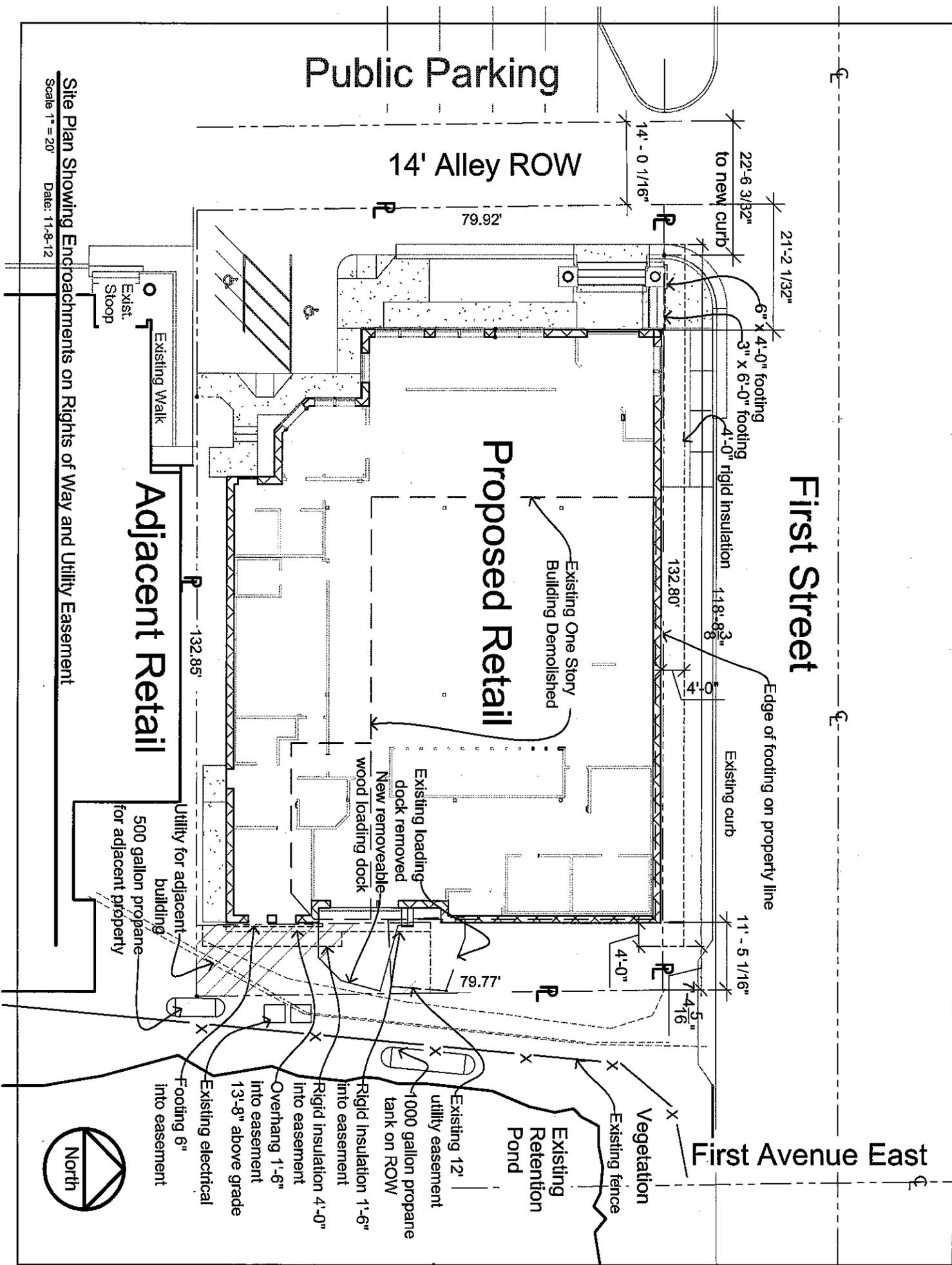
Existing Retention Pond

Existing fence
Vegetation

Site Plan Showing Encroachments on Rights of Way and Utility Easement

Scale 1" = 20'

Date: 11-8-12



(Top 3 inches reserved for recording data)

LICENSE AGREEMENT (Removable Loading Dock)

This License Agreement (“License” or “Agreement”) is entered into by and between the City of Grand Marais, a municipal corporation under the laws of the State of Minnesota (“City” or “Licensor”), and Cook County Whole Foods Co-operative, a chapter 308A domestic cooperative under the laws of the State of Minnesota, 20 E. 1st Street, Grand Marais, MN 55604-0813, (“Licensee”), (collectively the “parties”).

RECITALS:

WHEREAS, the Licensee is the owner of the real property located at 20 E. 1st Street in the City of Grand Marais, Minnesota, which real property is legally described as follows:

The real property (hereinafter referred to as the “Property” or Real Property) described in Exhibit A, which is attached hereto and incorporated herein by reference

; and

WHEREAS, the Licensor has a recorded utility easement on the above-described property adjacent to the building located on the described property (hereinafter referred to as the “Easement”); and

WHEREAS, the Licensee desires to construct and install a removable loading dock to the building located on the above-described property (hereinafter referred to as the “improvements” or “Licensee’s improvements”); and

WHEREAS, the proposed improvements, a depiction of which is set forth in Exhibit B, which is attached hereto and incorporated herein by reference (hereinafter referred to as the “Licensed Premises”), will encroach into the Licensor’s Easement; and

WHEREAS, the Licensee has requested that the Licensor permit the encroachment and the Licensor City is willing to permit said encroachment on the Easement as depicted in Exhibit B on certain conditions contained herein.

NOW, THEREFORE, for valuable consideration, it is agreed by and between the parties as follows:

1. Grant of License and Description of Licensed Premises. In consideration of the terms, covenants, and conditions contained herein, the Licensor hereby grants to the Licensee a terminable license to use the Licensed Premises for the purpose stated above herein, subject to the following conditions:
 - a. Licensee shall commence no work authorized by this License related to construction, repair or replacement of the improvements until it has obtained all required approvals and permits as required by the City.
 - b. Licensee shall take all necessary precautions to protect and preserve the City's Easement during any activities within or use of the Licensed Premises as contemplated in this License.
 - c. Licensee shall take all necessary precautions to avoid creating unsafe or unsanitary conditions within the Licensed Premises.
 - d. Licensee shall conduct any work authorized by this License in a manner so as to insure the least obstruction to and interference with present and continued use of the Easement.
 - e. Licensee shall notify Gopher State One Call prior to conducting any excavation necessary to construct, maintain or repair the improvements and comply with the requirements thereof.
 - f. Licensee shall maintain access to all properties and cross streets during the term of this License, including emergency vehicle access.
 - g. Licensee shall remove daily all dirt or debris from sidewalks, trails, public and private roadway surfaces and curbs and gutters during any work authorized by this License.
 - h. Licensee shall not conduct any work outside the area specified in Exhibit B.
 - i. Licensee shall be responsible for either; 1) removing the improvements and all associated costs, or 2) the cost of removal of the improvements by the City, should the City or another authorized party need to conduct work in the Easement area and the improvements interfere with such work in the judgment of the City.

Subject to the foregoing, the Licensee shall have the right to maintain, repair and alter said improvements. Any maintenance, repair or alteration to the improvements shall not, except for minor changes relating to building materials, expand the encroachment. Alterations shall require City approval.

2. Term. This Agreement shall terminate (a) upon the destruction, demolition or removal of the improvements to be situated on the Property described above, or (b) upon the failure of the Licensee to comply with any material term or condition of this Agreement.

Notwithstanding the foregoing, this License shall be for an indefinite term commencing on the date of the last signatory to this Agreement and continuing until terminated by the City by written notice to the Licensee. Such notice shall be given at least 90 days in advance of the effective date of such termination. Such notice shall be delivered to

Licensee or its successor in interest (as their interests and addresses may appear on the tax rolls of the County in which the Real Property is located), either personally or by certified mail. If such service cannot be made, service may be posted on the building on the Real Property.

This License may also be terminated at any time by Licensee by written notice to the City. Such notice shall be given at least 90 days in advance of the effective date of such termination and shall be delivered either personally or by certified mail to the City Administrator at the City's main offices.

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

3. License Fee. Licensee shall pay a license fee of \$1.00.
4. Use of Licensed Premises. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the Licensed Premises only for the specific purpose hereinabove stated; provided, however, that during the term of this License, the Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual in addition to any such requirements as applicable to Licensee's operations. The Licensee shall not intentionally commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises. Should the Licensee intentionally commit or allow to be committed any waste on or destruction to the Licensed Premises, the Licensee shall immediately restore the Licensed Premises to the original condition of the Licensed Premises at the inception of this License Agreement or as altered in accordance with plans and specifications as submitted to, and approved by, the City Administrator of the Licensor, or his designated representative, or, alternatively, pay to the Licensor the cost of restoring the Licensed Premises to the condition herein stated, payment to be made within 30 days from the date of written notice given by Licensor to the Licensee of the amount of such costs.

During the term of this Agreement, Licensee shall keep the Licensed Premises in a sanitary condition, remove all trash from the Licensed Premises and keep the premises free from refuse or other debris.

5. Conditions of Licensed Premises “As Is” and Not Warranted. The Licensor does not warrant that the Licensed Premises is suitable for the purposes for which it is permitted to be used under this License. The Licensor shall have no responsibility with regard to any failure of or damage to Licensee’s improvements within the Licensed Premises. Licensee understands and acknowledges that this License grants it only a terminable license to use the Licensed Premises, and does not confer any permanent property rights with respect to the Licensed Premises or the improvements to be constructed thereon upon Licensee.
6. Licensor's Right of Entry. The Licensee shall permit or allow the Licensor and the agents and employees of the Licensor to enter upon the Licensed Premises at all reasonable times for the purpose of inspecting them. The City may order the immediate cessation of any project or work that exceeds the scope of this License or otherwise poses a threat to the life, health, safety or welfare of the public. The City may order Licensee to correct any project or work to comply with the scope of this License or other applicable standards, conditions or laws. If the improvements made by Licensee in the Licensed Premises fall into disrepair at any time during the term of this License, the City may order Licensee to conduct any repairs or perform any maintenance necessary to bring the improvements into compliance. Any such an order by the City authorized by this Paragraph shall state the violation, the terms of correcting the violation and that failure to correct the violation within the stated time limits shall be cause for immediate revocation of this License. If the violation is not corrected within the stated time limits, the City may immediately revoke this License and/or pursue any and all remedies available to it as provided herein or in law or equity.
7. Alterations to Licensed Premises. The Licensee shall not be permitted to make any additional improvements or alterations to the Licensed Premises without the prior written consent of the Licensor, except, however, the Licensee shall, at Licensee's expense, make any additional improvements to the Licensed Premises that are needed to maintain the Licensed Premises in their original condition or their condition as altered, if such alteration has been approved in writing by the Licensor.
8. Covenants to Indemnify and Hold Harmless. Licensee shall indemnify, protect, save, hold harmless and insure City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys’ fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or its agents, employees, contractors, with respect to Licensee’s use of the Licensed Premises. Licensee shall defend City against the foregoing, or litigation in connection with the foregoing, at Licensee’s expense, with counsel reasonably acceptable to City. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of City. All indemnification obligations shall survive termination of this License, provided

that the incident giving rise to the indemnification obligation must have occurred during the term of this Agreement.

9. Waiver and Assumption of Risk. The Licensee knows, understands and acknowledges the risks and hazards associated with using the Licensed Premises and hereby assumes any and all risks and hazards associated therewith. Licensee understands and acknowledges that the primary purposes of the Licensed Premises, notwithstanding this Agreement, are to facilitate the safety of the traveling public and to accommodate public utility facilities, and that the Licensed Premises and utility facilities located therein require regular maintenance, repairs or other work. The Licensee hereby irrevocably waives any and all claims against the Licensor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee as a result of using the Licensed Premises or any of Licensee's activities or improvements related thereto, and hereby irrevocably releases and discharges the Licensor and any of its officials, employees or agents from any and all such claims of liability related to the Licensed Premises or the improvements to be constructed therein, except those resulting from the gross negligence or intentional misconduct of the Licensor.
10. Insurance. The Licensee shall at Licensee's expense maintain in effect bodily injury liability insurance and property damage insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04; the City of Grand Marais shall be a named insured. The Licensee's insurance policy and certificate shall not be cancelled or its conditions altered in any manner without Ten (10) days prior written notice to the City Administrator. Upon request, the Licensee shall deliver to the City Administrator certificates of all insurance required, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied. If Licensee fails to maintain a policy of insurance as required by the City for the term of this License, the City may immediately revoke this License and require the immediate removal by the Licensee of the Licensee's improvements from the Easement area at the Licensee's sole cost and expense, and the Licensee shall restore the Easement area to its preexisting condition or better pursuant to the standards and requirements set forth in City Code.
11. Real Estate Taxes. The Licensee agrees to pay any and all real estate taxes which may be assessed against the Licensed Premises being licensed hereunder as such real estate taxes become due and payable.
12. Mechanic's Liens. The Licensee hereby covenants and agrees that the Licensee will not permit or allow any mechanic's or materialman's liens to be placed on the Licensor's interest in the Licensed Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by the Licensee. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Licensor's interest, the Licensee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the Licensee may contest any such lien provided the Licensee first provides adequate security protecting the Licensor against such lien.

13. Attorneys' Fees. If any action at law or in equity shall be brought by Licensor on account of any breach of this License Agreement by Licensee or for the recovery of the possession of the Licensed Premises, Licensor shall be entitled to recover from Licensee reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

14. General Terms.

- a. **RECITALS.** The recitals to this Agreement are made a part hereof and incorporated herein by reference.
- b. **VOLUNTARY AND KNOWING ACTION.** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- c. **AUTHORIZED SIGNATORIES.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- d. **NOTICES.** All communications, demands, notices, or objections permitted or required to be given or served under this License Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this License Agreement, to the address set forth in this License Agreement, or if to a party not a party to this License Agreement, to the address designated by a party to this License Agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this License Agreement.
- e. **ASSIGNMENT OR TRANSFER OF LICENSE.** Licensee shall have no right to assign its interest in this License Agreement without the prior written consent of Licensor.
- f. **MODIFICATIONS/AMENDMENT.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and Licensee.

- g. NOT PARTNERSHIP, JOINT VENTURE, OR FIDUCIARY RELATIONSHIP CREATED HEREBY. Nothing contained in this License Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Licensor and the Licensee.
- h. CUMULATIVE RIGHTS. Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the Licensor or the Licensee is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
- i. RECORDS—AVAILABILITY AND RETENTION. Pursuant to Minn. Stat. § 16C.05, subd. 5, Licensee agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Licensee and involve transactions relating to this Agreement. Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- j. COMPLIANCE WITH LAWS. Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, improvements, personal property, programs and staff for which Licensee is responsible.
- k. GOVERNING LAW. This Agreement shall be deemed to have been made and accepted in Cook County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- l. DATA PRACTICES. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- m. NO WAIVER. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- n. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed

and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

- o. **ENTIRE AGREEMENT.** These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- p. **HEADINGS AND CAPTIONS.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- q. **SURVIVABILITY.** All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and Licensee arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- r. **RECORDING.** This License Agreement shall bind the heirs, executors, administrators, assigns and successors of the parties; this License shall be recorded by the City Administrator at the expense of the Licensee as soon as practicable following execution.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have hereunto executed this document on the latest date affixed to the signatures hereto.

COOK COUNTY WHOLE FOODS CO-OPERATIVE, LICENSEE

By: _____
Jennifer Stoltz, Its Chief Executive Officer

Date: _____

COUNTY OF COOK)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on _____, 2012, by Jennifer Stoltz, its Chief Executive Officer, on behalf of Cook County Whole Foods Co-operative, a chapter 308A domestic cooperative under the laws of the State of Minnesota, Licensee.

Notary Public

CITY OF GRAND MARAIS, LICENSOR

By: _____
Larry Carlson, Its Mayor

Date: _____

By: _____
Mike Roth, Its City Administrator

Date: _____

COUNTY OF COOK)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on _____, 2012, by Larry Carlson and Mike Roth, respectively the Mayor and City Administrator, on behalf of the City of Grand Marais, a municipal corporation of the State of Minnesota, Licensor.

Notary Public

EXHIBIT A

Legal Description of Property

Lots 1 and 2, Block 31, Grand Marais Village Plat, Township 61, Range 1 E, Section 21, City of Grand Marais, Cook County, Minnesota.

EXHIBIT B

Depiction of Licensed Premises

Public Parking

14' Alley ROW

First Street

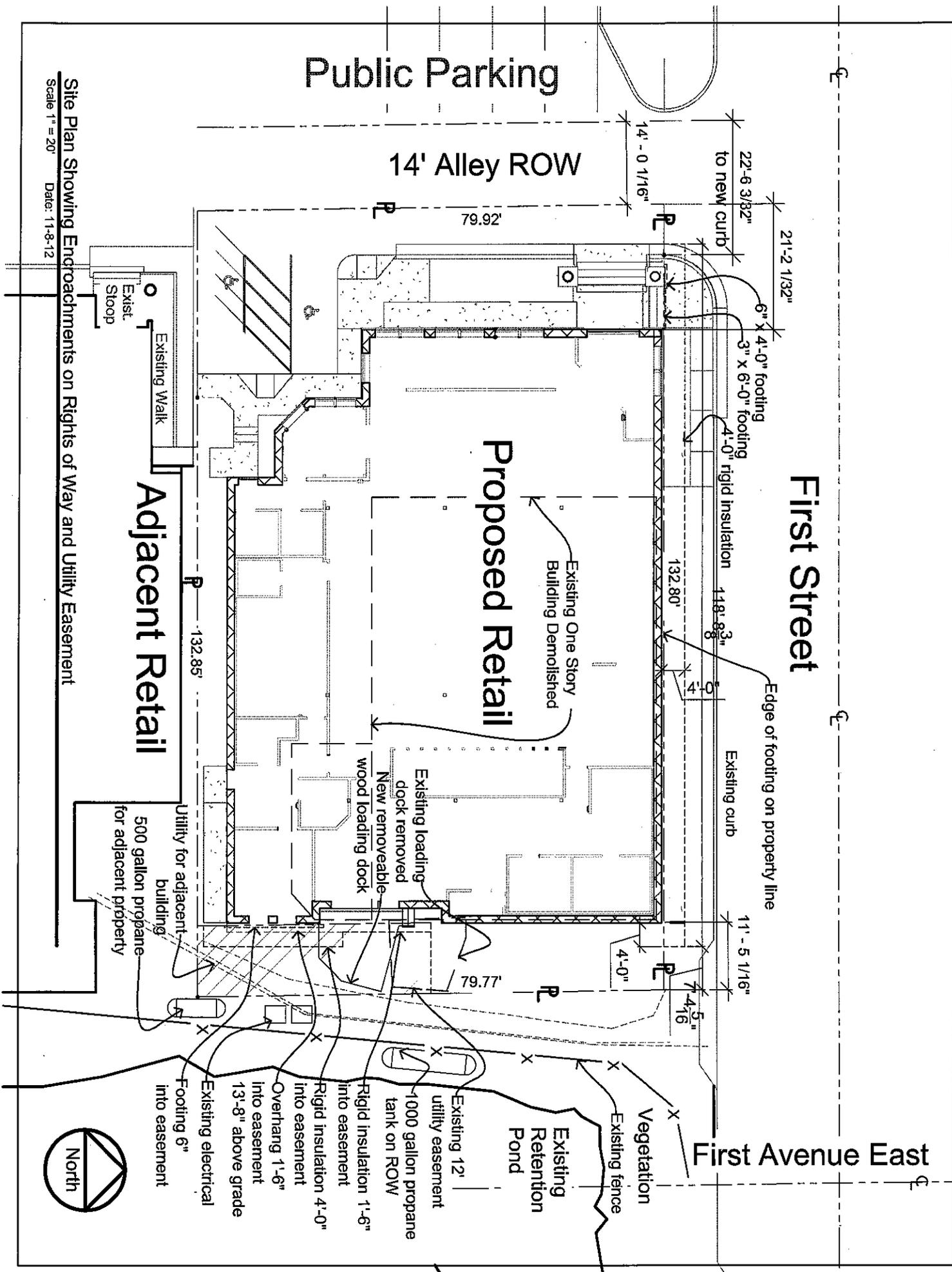
First Avenue East

Proposed Retail

Adjacent Retail

Site Plan Showing Encroachments on Rights of Way and Utility Easement

Scale 1" = 20' Date: 11-8-12



(Top 3 inches reserved for recording data)

LICENSE AGREEMENT (Foundation Improvements)

This License Agreement (“License” or “Agreement”) is entered into by and between the City of Grand Marais, a municipal corporation under the laws of the State of Minnesota (“City” or “Licensor”), and Cook County Whole Foods Co-operative, a chapter 308A domestic cooperative under the laws of the State of Minnesota, 20 E. 1st Street, Grand Marais, MN 55604-0813, (“Licensee”), (collectively the “parties”).

RECITALS:

WHEREAS, the Licensee is the owner of the real property located at 20 E. 1st Street in the City of Grand Marais, Minnesota, which real property is legally described as follows:

The real property (hereinafter referred to as the “Property” or Real Property) described in Exhibit A, which is attached hereto and incorporated herein by reference

; and

WHEREAS, the Licensor has a recorded utility easement on the above-described property and a recorded public right-of-way directly abutting the above-described property adjacent to the building located on the described property (hereinafter collectively referred to as the “Right-of-Way Area”); and

WHEREAS, the Licensee desires to construct and install foam foundation improvements consisting of sheet foam buried horizontally 2’ deep extending 4’ from the building located on the above-described property (hereinafter referred to as the “improvements” or “Licensee’s improvements”); and

WHEREAS, the proposed improvements, a depiction of which is set forth in Exhibit B, which is attached hereto and incorporated herein by reference (hereinafter referred to as the “Licensed Premises”), will encroach into the Licensor’s Right-of-Way Area; and

WHEREAS, the Licensee has requested that the Licensor permit the encroachment and the Licensor City is willing to permit said encroachment on the Right-of-Way Area as depicted in Exhibit B on certain conditions contained herein.

NOW, THEREFORE, for valuable consideration, it is agreed by and between the parties as follows:

1. Grant of License and Description of Licensed Premises. In consideration of the terms, covenants, and conditions contained herein, the Licensor hereby grants to the Licensee a terminable license to use the Licensed Premises for the purpose stated above herein, subject to the following conditions:
 - a. Licensee shall commence no work authorized by this License related to construction, repair or replacement of the improvements until it has obtained all required approvals and permits as required by the City.
 - b. Licensee shall take all necessary precautions to protect and preserve the City's Right-of-Way Area during any activities within or use of the Licensed Premises as contemplated in this License.
 - c. Licensee shall take all necessary precautions to avoid creating unsafe or unsanitary conditions within the Licensed Premises.
 - d. Licensee shall conduct any work authorized by this License in a manner so as to insure the least obstruction to and interference with present and continued use of the Right-of-Way Area.
 - e. Licensee shall notify Gopher State One Call prior to conducting any excavation necessary to construct, maintain or repair the improvements and comply with the requirements thereof.
 - f. Licensee shall maintain access to all properties and cross streets during the term of this License, including emergency vehicle access.
 - g. Licensee shall remove daily all dirt or debris from sidewalks, trails, public and private roadway surfaces and curbs and gutters during any work authorized by this License.
 - h. Licensee shall not conduct any work outside the area specified in Exhibit B.
 - i. Licensee shall be responsible for either; 1) removing the improvements and all associated costs, or 2) the cost of removal of the improvements by the City, should the City or another authorized party need to conduct work in the Right-of-Way Area and the improvements interfere with such work in the judgment of the City.

Subject to the foregoing, the Licensee shall have the right to maintain, repair and alter said improvements. Any maintenance, repair or alteration to the improvements shall not, except for minor changes relating to building materials, expand the encroachment. Alterations shall require City approval.

2. Term. This Agreement shall terminate (a) upon the destruction, demolition or removal of the improvements to be situated on the Property described above, or (b) upon the failure of the Licensee to comply with any material term or condition of this Agreement.

Notwithstanding the foregoing, this License shall be for an indefinite term commencing on the date of the last signatory to this Agreement and continuing until terminated by the City by written notice to the Licensee. Such notice shall be given at least 90 days in advance of the effective date of such termination. Such notice shall be delivered to Licensee or its successor in interest (as their interests and addresses may appear on the tax rolls of the County in which the Real Property is located), either personally or by certified mail. If such service cannot be made, service may be posted on the building on the Real Property.

This License may also be terminated at any time by Licensee by written notice to the City. Such notice shall be given at least 90 days in advance of the effective date of such termination and shall be delivered either personally or by certified mail to the City Administrator at the City's main offices.

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

3. License Fee. Licensee shall pay a license fee of \$1.00.
4. Use of Licensed Premises. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the Licensed Premises only for the specific purpose hereinabove stated; provided, however, that during the term of this License, the Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual in addition to any such requirements as applicable to Licensee's operations. The Licensee shall not intentionally commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises. Should the Licensee intentionally commit or allow to be committed any waste on or destruction to the Licensed Premises, the Licensee shall immediately restore the Licensed Premises to the original condition of the Licensed Premises at the inception of this License Agreement or as altered in accordance with plans and specifications as submitted to, and approved by, the City Administrator of the Licensor, or his designated representative, or, alternatively, pay to the Licensor the cost

of restoring the Licensed Premises to the condition herein stated, payment to be made within 30 days from the date of written notice given by Licensor to the Licensee of the amount of such costs.

During the term of this Agreement, Licensee shall keep the Licensed Premises in a sanitary condition, remove all trash from the Licensed Premises and keep the premises free from refuse or other debris.

5. Conditions of Licensed Premises "As Is" and Not Warranted. The Licensor does not warrant that the Licensed Premises is suitable for the purposes for which it is permitted to be used under this License. The Licensor shall have no responsibility with regard to any failure of or damage to Licensee's improvements within the Licensed Premises. Licensee understands and acknowledges that this License grants it only a terminable license to use the Licensed Premises, and does not confer any permanent property rights with respect to the Licensed Premises or the improvements to be constructed thereon upon Licensee.
6. Licensor's Right of Entry. The Licensee shall permit or allow the Licensor and the agents and employees of the Licensor to enter upon the Licensed Premises at all reasonable times for the purpose of inspecting them. The City may order the immediate cessation of any project or work that exceeds the scope of this License or otherwise poses a threat to the life, health, safety or welfare of the public. The City may order Licensee to correct any project or work to comply with the scope of this License or other applicable standards, conditions or laws. If the improvements made by Licensee in the Licensed Premises fall into disrepair at any time during the term of this License, the City may order Licensee to conduct any repairs or perform any maintenance necessary to bring the improvements into compliance. Any such an order by the City authorized by this Paragraph shall state the violation, the terms of correcting the violation and that failure to correct the violation within the stated time limits shall be cause for immediate revocation of this License. If the violation is not corrected within the stated time limits, the City may immediately revoke this License and/or pursue any and all remedies available to it as provided herein or in law or equity.
7. Alterations to Licensed Premises. The Licensee shall not be permitted to make any additional improvements or alterations to the Licensed Premises without the prior written consent of the Licensor, except, however, the Licensee shall, at Licensee's expense, make any additional improvements to the Licensed Premises that are needed to maintain the Licensed Premises in their original condition or their condition as altered, if such alteration has been approved in writing by the Licensor.
8. Covenants to Indemnify and Hold Harmless. Licensee shall indemnify, protect, save, hold harmless and insure City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or its agents, employees, contractors, with respect to Licensee's use of the Licensed Premises. Licensee shall defend City against the foregoing, or litigation in connection with the

foregoing, at Licensee's expense, with counsel reasonably acceptable to City. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of City. All indemnification obligations shall survive termination of this License, provided that the incident giving rise to the indemnification obligation must have occurred during the term of this Agreement.

9. Waiver and Assumption of Risk. The Licensee knows, understands and acknowledges the risks and hazards associated with using the Licensed Premises and hereby assumes any and all risks and hazards associated therewith. Licensee understands and acknowledges that the primary purposes of the Licensed Premises, notwithstanding this Agreement, are to facilitate the safety of the traveling public and to accommodate public utility facilities, and that the Licensed Premises and utility facilities located therein require regular maintenance, repairs or other work. The Licensee hereby irrevocably waives any and all claims against the Licensor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee as a result of using the Licensed Premises or any of Licensee's activities or improvements related thereto, and hereby irrevocably releases and discharges the Licensor and any of its officials, employees or agents from any and all such claims of liability related to the Licensed Premises or the improvements to be constructed therein, except those resulting from the gross negligence or intentional misconduct of the Licensor.
10. Insurance. The Licensee shall at Licensee's expense maintain in effect bodily injury liability insurance and property damage insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04; the City of Grand Marais shall be a named insured. The Licensee's insurance policy and certificate shall not be cancelled or its conditions altered in any manner without Ten (10) days prior written notice to the City Administrator. Upon request, the Licensee shall deliver to the City Administrator certificates of all insurance required, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied. If Licensee fails to maintain a policy of insurance as required by the City for the term of this License, the City may immediately revoke this License and require the immediate removal by the Licensee of the Licensee's improvements from the Right-of-Way Area at the Licensee's sole cost and expense, and the Licensee shall restore the Right-of-Way Area to its preexisting condition or better pursuant to the standards and requirements set forth in City Code.
11. Real Estate Taxes. The Licensee agrees to pay any and all real estate taxes which may be assessed against the Licensed Premises being licensed hereunder as such real estate taxes become due and payable.
12. Mechanic's Liens. The Licensee hereby covenants and agrees that the Licensee will not permit or allow any mechanic's or materialman's liens to be placed on the Licensor's interest in the Licensed Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by the Licensee. Notwithstanding the previous sentence, however, in the

event any such lien shall be so placed on the Licensor's interest, the Licensee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the Licensee may contest any such lien provided the Licensee first provides adequate security protecting the Licensor against such lien.

13. Attorneys' Fees. If any action at law or in equity shall be brought by Licensor on account of any breach of this License Agreement by Licensee or for the recovery of the possession of the Licensed Premises, Licensor shall be entitled to recover from Licensee reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

14. General Terms.

- a. **RECITALS.** The recitals to this Agreement are made a part hereof and incorporated herein by reference.
- b. **VOLUNTARY AND KNOWING ACTION.** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- c. **AUTHORIZED SIGNATORIES.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- d. **NOTICES.** All communications, demands, notices, or objections permitted or required to be given or served under this License Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this License Agreement, to the address set forth in this License Agreement, or if to a party not a party to this License Agreement, to the address designated by a party to this License Agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this License Agreement.
- e. **ASSIGNMENT OR TRANSFER OF LICENSE.** Licensee shall have no right to assign its interest in this License Agreement without the prior written consent of Licensor.

- f. **MODIFICATIONS/AMENDMENT.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and Licensee.
- g. **NOT PARTNERSHIP, JOINT VENTURE, OR FIDUCIARY RELATIONSHIP CREATED HEREBY.** Nothing contained in this License Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Licensor and the Licensee.
- h. **CUMULATIVE RIGHTS.** Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the Licensor or the Licensee is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
- i. **RECORDS—AVAILABILITY AND RETENTION.** Pursuant to Minn. Stat. § 16C.05, subd. 5, Licensee agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Licensee and involve transactions relating to this Agreement. Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- j. **COMPLIANCE WITH LAWS.** Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, improvements, personal property, programs and staff for which Licensee is responsible.
- k. **GOVERNING LAW.** This Agreement shall be deemed to have been made and accepted in Cook County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- l. **DATA PRACTICES.** The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- m. **NO WAIVER.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

- n. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- o. ENTIRE AGREEMENT. These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- p. HEADINGS AND CAPTIONS. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- q. SURVIVABILITY. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and Licensee arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- r. RECORDING. This License Agreement shall bind the heirs, executors, administrators, assigns and successors of the parties; this License shall be recorded by the City Administrator at the expense of the Licensee as soon as practicable following execution.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have hereunto executed this document on the latest date affixed to the signatures hereto.

COOK COUNTY WHOLE FOODS CO-OPERATIVE, LICENSEE

By: _____ Date: _____
Jennifer Stoltz, Its Chief Executive Officer

COUNTY OF COOK)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on _____, 2012, by Jennifer Stoltz, its Chief Executive Officer, on behalf of Cook County Whole Foods Co-operative, a chapter 308A domestic cooperative under the laws of the State of Minnesota, Licensee.

Notary Public

CITY OF GRAND MARAIS, LICENSOR

By: _____ Date: _____
Larry Carlson, Its Mayor

By: _____ Date: _____
Mike Roth, Its City Administrator

COUNTY OF COOK)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on _____, 2012, by Larry Carlson and Mike Roth, respectively the Mayor and City Administrator, on behalf of the City of Grand Marais, a municipal corporation of the State of Minnesota, Licensor.

Notary Public

EXHIBIT A

Legal Description of Property

Lots 1 and 2, Block 31, Grand Marais Village Plat, Township 61, Range 1 E, Section 21, City of Grand Marais, Cook County, Minnesota.

EXHIBIT B

Depiction of Licensed Premises

Public Parking

14' Alley ROW

First Street

First Avenue East

Proposed Retail

Existing One Story Building Demolished

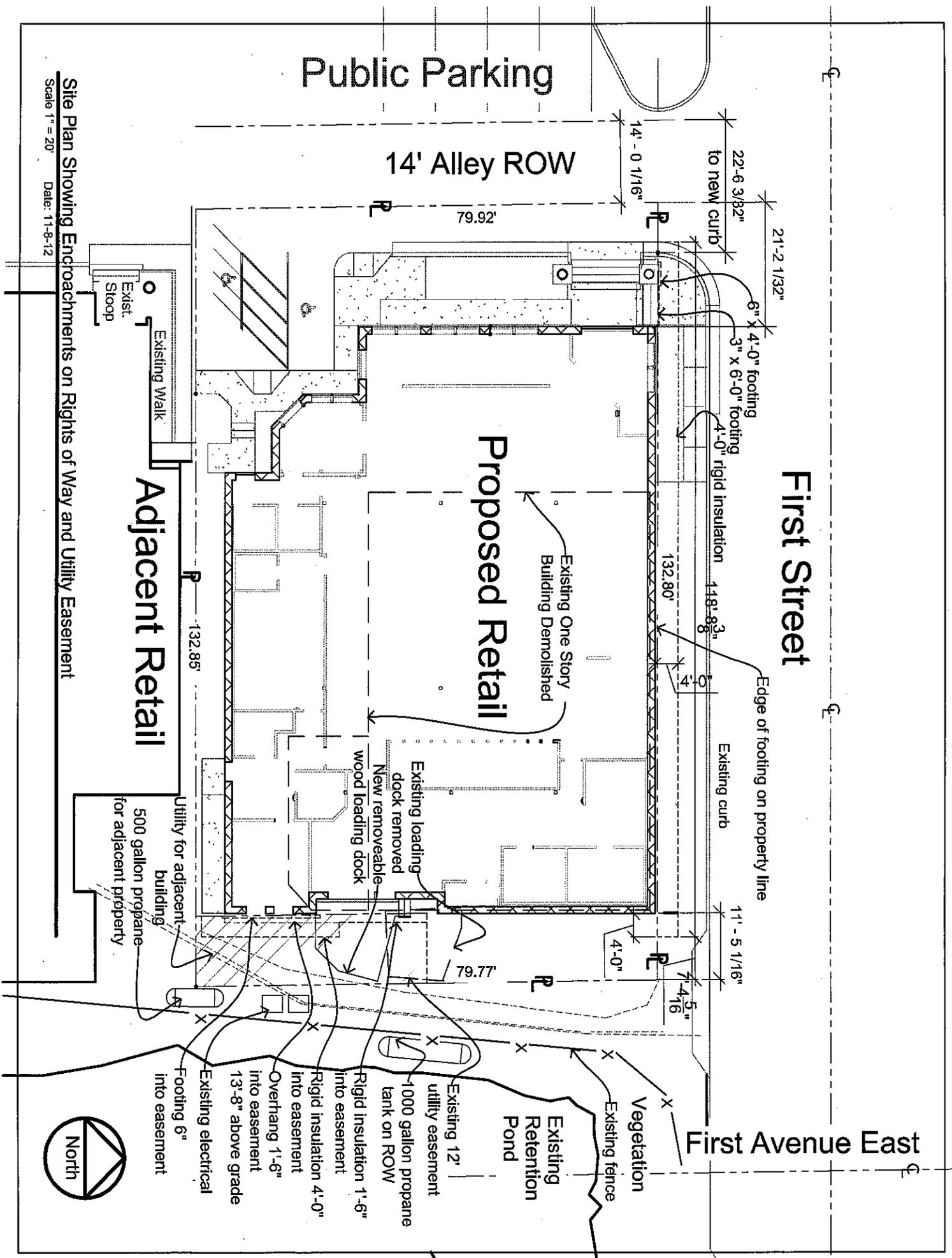
Adjacent Retail

Utility for adjacent building 500 gallon propane for adjacent property

Site Plan Showing Encroachments on Rights of Way and Utility Easement

Scale 1" = 20'

Date: 11-8-12



Approved Minutes-Park and Recreation Board

Tuesday, October 2, 2012

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

Members Absent: Paul Anderson

Staff Present: Dave Tersteeg, Samantha Williams, Mike Kunshier and Charles Christiansen

Call to Order

Mianowski called the meeting to order at 4:35pm

Additions or Corrections to Agenda

Duchien would like to add a pool idea after the pool report and Benson would like to add "Mutt Mitts" to the agenda. A motion by Lenz to approve the agenda with the additions, second by Duchien all ayes, motion approved.

Review September Minutes

Motion by Duchien to approve the September minutes, second by Benson. All ayes, motion approved

Guests

Bob & Marge Grevenow, Ron Vance and Jane Howard.

Golf Report:

Kunshier reported 2012 greens fees totaled up to \$54,643 or 10% more than 2011; year to date (YTD) revenue is \$153,093 vs. 136,253 in 2011, up 12%. Long time employee Irene Malner has retired from working at the course so a new clubhouse attendant will be hired next spring. Rob and Mike are continuing fall maintenance and putting the course to bed for the winter. Water lines will be blown out next week. The CCLEP solar project has finally begun and the panels are just about ready to start collecting energy to sell back to Arrowhead Electric.

Pool Report:

Christiansen reported September revenue at the pool was down about \$700 from last year and attendance was also down about 150 visits. YTD revenue is down about 10%. There are no scheduled swim lessons coming up, but water fitness classes continue with good turnouts for morning and evening classes. Charles is teaching a WSI class right now. The pool continues to run smooth with no breakdowns. The approach at the beginning of the ramp has been fixed and there is no longer an edge that hinders the access of wheelchairs to the ramp. Duchien brought up the idea of using the pool building as a new office and bathhouse complex after the pool moves as a way to possibly save money. The building would need some remodeling, but it could be an option. Lenz pointed out that the location for the new office identified in the master planning process benefits from overseeing the marina operation and opens up access around the currently crowded, hillside location. Tersteeg agreed that the hillside location has very poor access and turn around room for rigs, also the existing pool building foundation is in pretty rough shape from years of sitting in the water table and cost savings may not be realistic considering the overall condition of the building. The pool site is depicted as off the waterfront parking for marina and campground guests on the Rec. Park Master Plan map. There was agreement that further discussions of the site may be necessary once the future of the pool is certain.

Mutt Mitts:

Benson reported on her talks with local businesses regarding sponsoring pet waste bags known as mutt mitts. There has been a lot of feedback from different establishments, mostly requests for more dispensers and collection bins in more areas. Out of 6 or 7 businesses, 4 may be interested in sponsoring collection stations. Tersteeg cautioned that more is not always better and that irresponsible pet owners will continue to not pick-up no matter how convenient we make it; the park is full of dispensers, but still suffers from uncollected waste. Benson will continue to develop the concept of mutt-mitt sponsorship.

Community Connection Update:

Tersteeg informed the board on recent meetings with CJ Fernandez from LHB (the city's new engineering firm) and final concept plan refinements to the Community Connection. CJ met with local contractors from Edwin E. Thoreson and Skadberg Masonry and will be available on a "design/build" basis. Firm quotes for construction of the trail and storm water work will be ready for City Council approval at the 10/10/12 meeting. Construction this fall should include storm water work, concrete work and site grading. Next spring's work will include trail paving, pedestrian bridge installation, landscaping and site restoration. Tree and shrub selection still needs to be done and Tersteeg invited Sally Berg and the Grand Marais Garden Club to be involved in this area. He also suggested the pedestrian bridge could be a collaborative effort with the North House in which a community timber-framing class produces a lasting tribute to the location.

Camper /Boater Issues and Concerns:

Seasonal camper Ron Vance has asked the board to consider upgrading the WIFI in the office so that it doesn't continually shut down. Tersteeg has looked into the concept of "free" WiFi throughout the park and feels we need to upgrade in the future – guests expect it. However, timing with the broadband project is important and until broadband is a reality, it is best to wait. Vance also asked the board to consider not raising the rates for 2013.

Marina/Mooring/Harbor Report:

Tersteeg reported a sailboat washed up on shore during a recent windstorm. The mooring the boat was on was not city owned, but we did service the top of the buoy. The boat was still hooked to the part that the park services. The chain attached to the anchor broke due to wear and tear; there are several moorings in the field with the same vintage chain (25+ years old) and should be considered suspect to failure. A letter will be sent to private buoy owners in the spring addressing liability and hardware integrity issues.

City Council Update:

Lenz reported the city council approved the 2013 budget; council had to increase the projected revenue from the park next year to offset property tax increases and pay for EDA business park bonds. The pressure is on to perform in 2013. Lenz also expressed his hopes that the park would become an enterprise fund once the pool goes away. The Library would like picnic tables for the lawn next summer.

Parks Update:

- September was another good month for the park and revenue was up 20% or \$22,000 vs. 2011.
- YTD revenue is up 17% vs. 2011, about \$117,000. Broadly speaking, the marina docks were up 20%, fuel sales up 30%, monthly camper revenue up 10% and daily camping fees up 18% for 2012 vs. 2011. It has been a very busy and successful year for the campground.
- The new boilers at the pool are proving their savings, YTD propane costs are down \$20,000.
- Starting next week (10/8) park staff will begin winterizing parts of the park. Bathhouses 1 and 3 will be shut down for the season and, weather dependent, 2 and 4 will remain open until after MEA break. A number of calls have come in for people looking to camp and there are also a few construction workers staying in the park until the end of the month.

Adjourn

Motion to adjourn at 5:40pm by Mianowski. These minutes will be reviewed for approval at the November meeting.

November meeting is Wednesday, November 7th at 4:30 in the Park Office. Please contact the Park Office if you cannot attend, 387-1712.

Minutes – Grand Marais Public Library Board

Meeting Date: October 1, 2012

Call to Order: 5:30 p.m.

Attendance: Present – Quick, Sivertson, Sobanja, Stattleman, Byholm, Chappell, Stewart.
Absent – Berg, Nelson

Introduction of Visitors: None.

Additions to Agenda: None.

Approval of Minutes: Additions –“ Present” list to 9/4/12 Minutes – Byholm, Quick, Sivertson, Sobanja, Stattleman, Berg, Chappell, Weitz.
Page 2 – New Business - Lions Event –Board needs more information to Determine if event fits the Library’s mission.
Library Friends – One item on their agenda was to decide their gift to the Library. Remove-“the gift is from the proceeds of the Book Sale”. Money was earmarked several years ago as a gift to the remodeled library and put in a Special fund.

Financial Report: Chappell went over the August report from the city. We are over in several line items and under in others, but mostly on target. Money can be transferred from our memorial fund at the end of the year if needed.

There will be an eleven month walk-through of the library by ORB Management to identify any repairs that need to be made while the building is still under the one year warranty period. Staff have been compiling a list.

Approval of Bills: **Motion:** Byholm, Second by Sivertson. Passed.

Director’s Report: Heebie Jeebies, The Rose Ensemble, and Bhutan photos with Cal Rice will present programs this month thanks to funding from the Minnesota Arts and Cultural Fund.

Landscaping bills will be presented to the 1% Tax Committee for payment. The library board wants to pay Taproot Landscaping from the \$64,000. remaining in the fund set aside by the county commissioners for our remodeling project. The remaining funds can be used on furniture and equipment. Landscaping cost approximately \$10,000.

Chappell attending several webinars online. This type of continuing education is very useful and economical. She also attended the monthly COMPASS meeting of library directors in Mountain Iron. One main topic of conversation was migrating to a new Integrated Library System. Our current system is now over eight years old (about 98 in computer years). Several new options are going to be released in 2013, so the decision was made to move slowly and explore all options before purchasing a new computer system.

We need to begin recruiting new board members to replace the ones whose terms expire at the end of 2012. Let Chappell know if you have candidate suggestions.

Committee Reports:

Emergency Action – Chappell, Byholm, Berg. Will meet on Friday, 10/12/12 at 9 a.m

Financial – Chappell, Quick, Nelson, Sobnja. Quick presented a hand-out titled “Non-Public Monies” to the board members. (see attached). Board added a category titled “Marketing” to the list. The goal is to be responsible in earning enough interest income in this Restricted Fund to cover the Annual Capital costs of the library. Annual average Capital expenditures (minus remodeling costs) has been averaging around \$13,000.per year.

Interior Design – Chappell, Byholm, Stattleman. Need to set a date for their next meeting.

Communications: Three positive verbal comments were received the other day. Discussion followed about using index cards to record these kinds of comments. Byholm will supply.

Library Friends Liaison Report: Friends Annual meeting will be held on 10/08/12. Annual Sale brought in approx. \$7,000. They plan to continue selling used books online at Yahoo and in the library. Friends provide refreshments for several Programs held at the Library. Friends would like to donate a bronze sculpture to the library if the board is interested. They Understand that a sculpture would need to appropriately brand the library and our geographical Area. The Library Board graciously accepted their offer to pursue a permanent sculpture. The Library Board would have final design approval.

Unfinished Business: Wi-Fi Policy will be drafted and sent to the city attorney for review. It will be available at the November board meeting.
Still waiting for a proposal from the rain gutter contractor.
Chappell will talk with Mike Roth, city administrator about consulting with LHB Engineers regarding our rain water concerns on the north side of the building. She will get a cost estimate for consulting.

New Business: None.

Adjourn: Motion, Byholm – second, Sobanja

Submitted by: Audrey Stattleman for Sally Berg

Next meeting date: November 5, 2012 at 5:30 p.m.

Upcoming Meeting Schedule

Updated November 9, 2012

NOVEMBER

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

DECEMBER

Date/Time	Meeting	Location
Wednesday, December 12, 4:30 p.m.	City Council Meeting	Council Chambers
Wednesday, December 26, 4:30 p.m.	City Council Meeting	Council Chambers