

Request for Time

Before the Board of Commissioners

3.B.

1.	a. Topic or Issue: (As should be listed on agenda) Extend the Date of Firewise Contracts	b. Requested Date: 9/27/16	c. Amount of time with Board Consent Agenda <input checked="" type="checkbox"/>
2.	a. Person requesting/presenting Todd Armbruster/Braidy Powers	b. Phone:	c. Email:
3.	a. Departments affected: Auditor	b. Department Head:	c. Dept been contacted?
4.	a. Has the Board addressed this before?	b. If so, When?	c. What was the result?
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?		
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Approve the extension of the West Twin-Kemo Lakes, Clearwater Road, and Additional South Clearwater Road Project Agreements end dates from September 30, 2016 to December 31, 2016.		
7.	BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). These agreements were approved earlier in the year. The end dates were set at 9/30/16, to coincide with the grant agreements. The work is not complete. We have already requested to extend the grant agreements to 12/31/16. This will make the service agreements and grant agreements coincide on the new end date.		
8.	How will this request affect the County Budget?		
9.	Have funds been budgeted/allocated for this request?		
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.):		

COUNTY STAFF INFORMATION

Meeting Date Set:	Agenda Item Number:
Auditor-Treasurer Contacted:	County Attorney Contacted:
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>

**Cook County
Request for Time**

e-mail form

Before the Board of Commissioners

3.C.

1.	a. Topic or Issue: (As should be listed on agenda) New Firewise Grant Agreement	b. Requested Date: 9/27/16	c. Amount of time with Board Consent Agenda <input checked="" type="checkbox"/>
2.	a. Person requesting/presenting Todd Armbruster/Braidy Powers	b. Phone:	c. Email:
3.	a. Departments affected: Auditor	b. Department Head:	c. Dept been contacted?
4.	a. Has the Board addressed this before?	b. If so, When?	c. What was the result?
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?		
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Approve the attached Service Agreement with Bridgeview Forestry to complete the work started by Eagle Lake Forestry under the Clearwater Stevens grant with an end date of 12/31/16.		
7.	BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). The agreement with Eagle Lake was approved earlier this year. They were not able to complete the contract. Bridgeview agreed to complete these projects by December 31, 2016.		
8.	How will this request affect the County Budget? NA		
9.	Have funds been budgeted/allocated for this request? Grant Funds		
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.):		

COUNTY STAFF INFORMATION

Meeting Date Set:	Agenda Item Number:
Auditor-Treasurer Contacted: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	County Attorney Contacted: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>

COOK COUNTY HAZARDOUS FUEL REDUCTION PROJECT AGREEMENT FALL 2016 – BRIDGEVIEW FORESTRY

This COOK COUNTY HAZARDOUS FUEL REDUCTION PROJECT AGREEMENT (the "Agreement"), is made the 27th day of September, 2016 (the "Effective Date"), by and between the County of Cook a body corporate and politic existing under the laws of the State of Minnesota (hereinafter referred to as "County," and **Bridgeview Forestry**, 25 E. 7th St., Duluth, MN 55805, (hereinafter referred to as the "Contractor").

The County and Contractor agree as follows:

CONDITIONS OF HIRE

1. Project Description
This project is funded by a grant from the capitalized Clearwater Steven's grant awarded by the United States Forest Service. The purpose of this project is to reduce fire risk in wildland-urban interface areas. Fire suppression has allowed shade tolerant species such as balsam fir to establish and proliferate in the understory of upland fuel types. Decades of fire exclusion has resulted in a change in species composition, higher fuel loadings, an increase in ladder fuels, and a severe departure in the frequency and intensity of fires that would have occurred here historically. The work to be performed would substantially reduce the risk of wildfires threatening adjacent values at risk. Stands are mature aspen/birch and pine, with a heavy understory of balsam fir.
2. Project Location
85, 109, and 177, of Needham Rd, Grand Marais, MN Totaling 11.9 acres (within SW¼ of SW ¼ and SW ¼ of SE ¼ of Sect. 35 T65N, R1W). See attached map of project area.
3. Description of Services by Contractor:
 - Contractor will meet with Cook County Firewise Coordinator (Firewise Coordinator) before beginning work.
 - Any property specific requirements listed in the attached bid package shall be followed.
 - Cut all live and dead balsam fir less than 5 inches dbh (diameter at breast height – 4.5 feet) leaving a stump height of no more than 3 inches.
 - Limb all balsam fir, spruce, jack pine, red pine, and white pine larger than 5 inches dbh up to 6 feet in height along the bole, including branches that originating above 6 ft that hang down below 6 ft.
 - Within a 50 foot buffer from the lakeshore cut all live and dead balsam fir less than 3 inches dbh (diameter at breast height – 4.5 feet) leaving a stump height of no more than 3 inches. Limb all balsam fir, spruce, jack pine, red pine, and white pine larger than 3 inches dbh up to 3 feet in height along the bole, including branches that originating above 3 ft that hang down below 3 ft.
 - Within a 10 foot buffer from adjacent property lines and adjacent to Needham Road cut all live and dead balsam fir less than 3 inches dbh (diameter at breast height – 4.5 feet) leaving a stump height of no more than 3 inches. Limb all balsam fir, spruce, jack pine, red pine, and white pine larger than 3 inches dbh up to 3 feet in height along the bole, including branches that originating above 3 ft that hang down below 3 ft.
 - Limb, buck, and spread out all downed logs, ensuring full contact with the ground. Buck logs to approximately 8 foot lengths, or whatever is needed to ensure ground contact.

- Do not cut the following species: jack pine, white pine, red pine, tamarack, white spruce, and cedar.
 - Avoid mechanical damage to jack pine, white pine, red pine, white spruce, and cedar trees. Trees designated for removal may be left if these tree species are located next to the residual trees and the removal process would cause damage.
 - Brush (alder, hazel, moose maple, etc) may be cut and disposed of for operability purposes.
 - Cut by hand and chip all cut materials (e.g. limbs, small balsam fir, etc.) back into the woods. Chips must be evenly distributed and no deeper than 3 inches.
 - Treat only upland areas. Treatment is not allowed within wetlands.
 - For operability purposes, single larger diameter (>5 inches dbh) paper birch, aspen, and spruce trees may be cut. Any trees cut for operability purposes must be disposed of as specified above. Removal of trees for operability purposes must be approved in advance by the Firewise Coordinator and property owner.
 - Damage done by the contractor to roads, access routes and trails in the area of work shall be repaired immediately by the contractor.
 - Unworkable areas may include, but are not limited to, stream channels, rock outcrops, naturally wet areas, and other sensitive areas. Unworkable areas will be identified and approved by the Firewise Coordinator.
4. Independent Contractor Status: It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of agents, partners, joint venturers or associates between the parties hereto or as constituting Contractor as the employee of the County for any purpose or in any manner whatsoever.
5. Compensation: For the services performed under Section I, the County shall pay the Contractor the rates specified in the TABLE below. **The total cost of work authorized under this proposal shall not exceed \$ XXX**, unless agreed upon in writing by both parties. Payment shall be made upon completion of work as approved by County inspection, and submission of an invoice to Cook County Emergency Management. Payment may take up to 6 weeks from receipt of invoice, due to scheduling of Cook County Board meetings needed for approval of claims. A reserve of 30% of the contract total will be withheld until all chipping is completed to the satisfaction of the County.

Project	Property Owner	Property Address	Property ID	Acres	Per Acre Bid	Total Bid
Clearwater	Hunder Family	85 Needham	52-535-4410	4.8		
Clearwater	Pohilla Family	109 Needham	52-535-4415	0.5		
Clearwater	Johnson, Gary	177 Needham	52-535-3410 52-535-3375	6.1		
Clearwater	Toftey, Jack	10 Petra Lane	53-531-2320	0.3		
Clearwater	Backstrom, Dick	31 North Bearskin Rd	52-540-0203	0.4		
Clearwater	Gibbon, Guy and Anne	619 Clearwater R	52-540-0301	0.9		
Totals				13.0	N/A	\$

6. Use Rates: All equipment shall be furnished by the Contractor. The rate shown includes all applicable costs including but not limited to overtime and holiday pay, social security, compensation insurance or similar items. Time for transportation of equipment to and from the job location will not be paid for by the County. The owner will furnish supplies, repairs, fuel.
7. Responsibility for Damages: The Contractor shall assume full responsibility for all damages to either public or private property of any character, resulting from any act, omission, neglect, or misconduct in the execution or non-execution of the work by Contractor or any subcontractors. To the extent of his liability and the liability of subcontractors, and at his own expense, Contractor shall restore damaged property to a condition similar or equal to that existing before the damage was done, by repairing, rebuilding or replacing it as directed, or he shall otherwise make good the damage in an acceptable manner.
8. Responsibility for Damage Claims: The Contractor shall indemnify and save harmless Cook County, its officers and employees; and the private property owners listed in SECTION 5 above, from all suits, actions and claims of any character brought because of injuries or damages received or sustained by any person, persons, or property on account of the operations safeguarding the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims arising or amounts recovered under the Worker's Compensation Act or under any other law, ordinance, order or decree.
9. ***Performance Bond: The Contractor shall provide a cashier's check in the amount of 10% of the total compensation authorized in this Agreement to Cook County Emergency Management. This money will be held by the County and returned when the work has been successfully completed. If Contractor only completes a portion of the work, Contractor will be refunded a percentage of the bond amount equal to the percentage of work successfully completed.***
10. Work Dates: Work under this proposal shall be performed between September 27, 2016 and December 30, 2016, and after an initial site meeting with The Firewise Coordinator. Failure to successfully complete the work assigned in this Agreement prior to the expiration date will result partial payment to be determined by the County or designated inspector.
11. Subcontracting/Assignment: Contractor may subcontract under the following conditions:
 - a. Any agreement between the Contractor and any subcontractor shall obligate the subcontractor to comply with the general terms of this Agreement.
 - b. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignees and their compliance with the Agreement terms.
 - c. The work completed by the subcontractor meets both the requirements listed herein and the specifications set forth by the property owner.
 - d. Contractor shall be responsible for the performance of all subcontractors and responsible for any property damage by any subcontractors.
12. Worker's Compensation: Evidence of Workers' Compensation will be provided for all jobs involving labor with the exception of self-employed persons who are not required to

be insured under Minnesota Law. This evidence shall be provided prior to starting any work on County land or buildings.

13. Liability Insurance: Evidence of liability insurance in the amount of at least \$1,000,000.00 shall be required of all contractors, said coverage to run for the term of the Agreement. The certificate holder will be Cook County Emergency Management.
14. Legal Requirements: The Contractor agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications pertaining to the facilities, programs and staff for which the Contractor is responsible during the term of this Agreement. These include, but are not limited to, the Clean Air Act, Health Insurance Portability and Accountability Act (HIPAA), Civil Rights Act of 1964, the Minnesota Human Rights Act, the Minnesota Government Data Practices Act and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services on the basis of race, color, creed, religion, national origin, sex, marital status, public assistance status, disability, sexual orientation or age. (Information on these laws is available from the US Dept. of Labor www.dol.gov and the State Dept. of Labor and Industry at www.doli.state.mn.us).
15. Limitation of Liability: In no event shall either party's liability for breach of this Agreement include damages for work stoppage, lost data, lost profit or damages of any kind to exceed the amount equal to the monetary compensation agreed to within this Agreement.
16. Indemnification: Each party shall be responsible for its own acts and omissions and the results thereof, and shall not be responsible for the acts of the other party or results thereof. The Contractor agrees to indemnify, hold harmless and defend Cook County, its commissioners, officers, agents, employees and volunteers against any and all claims, costs, liabilities, or lawsuits for any loss, damage, injury or loss of life, which may arise out of the use Cook County property, products, materials or information by the Contractor or any party acting on behalf or under authorization of the Contractor, which the Contractor may sustain, incur or be required to pay, other than that attributable to willful, wanton or intentional acts or omissions by Cook County.
17. Termination of Agreement: This Agreement may be terminated by either party if the other party fails to perform any material obligation under this Agreement and does not correct such failure within seven (7) days after receiving written notice of such failure. In addition, either party may terminate the Agreement for its convenience at any time, with or without cause, upon 30 days written notice to the other party. Should Contractor choose to terminate the agreement without cause, Contractor shall forfeit the percentage of the bond amount equal to the percentage of work not successfully completed.
18. General Provisions
 - The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. Any suits, actions or claims related to this Agreement shall be brought first in the courts of Cook County, Minnesota.
 - Any alterations, modifications or waivers of provisions of this Agreement shall only be valid when written, duly signed, and attached to the original of this document. No claim for services furnished by the Contractor, but not provided for by the terms of this Agreement or duly authorized modifications, will be honored by Cook County.

- Neither party shall be held responsible for delay or failure to perform during an event caused by *force majeure* including but not limited to catastrophic events of nature, war, governmental actions, or other causes beyond the control of the parties. In this case, duties and obligations of the parties shall be suspended.
- All notices and other communications regarding this Agreement shall be delivered in writing to Cook County through the following contact:

Todd Armbruster
 Cook County Firewise Coordinator
 411 W 2nd Street
 Grand Marais, MN 55604
 218.235.0899
 toddarmbrust@gmail.com

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date by signature of the following persons each of whom is duly authorized to bind the parties indicated.

COUNTY OF COOK

By: _____
 Heidi Doo-Kirk, Board Chair

Attest

By: _____
 Braidy Powers, Auditor-Treasurer

APPROVED AS TO FORM/EXECUTION:

By: _____
 Molly Hicken, County Attorney

CONTRACTOR Bridgeview Forestry

By: _____
 Hans Casperson, Owner

**Cook County
Request for Time**

e-mail form

4.A.

Before the Board of Commissioners

1.	a. Topic or Issue: (As should be listed on agenda) Approval to hire for positions	b. Requested Date: 9/27/16	c. Amount of time with Board 5 minutes	Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting Alison McIntyre	b. Phone: 387-3623	c. Email: alison.mcintyre@co.cook.mn.us	
3.	a. Departments affected: PHHS	b. Department Head: Joshua Beck, Director	c. Dept been contacted?	
4.	a. Has the Board addressed this before? No	b. If so, When?	c. What was the result?	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified? No			
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Approve hire of Katy Smith as Office Support Specialist / Case Aide at B21-1 Step 2 at 21 hours per week effective 10/3/16. (Action) Approve hire of Elis Walch as Office Support Specialist / Case Aide at B21-1 Step 2 at 22.5 hours per week effective 10/3/16. (Action) Approve hire of Agne Smith as Eligibility Specialist at B23-1 Step 2 40 hours per week effective 10/31/16. (Action)			
7.	BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). These positions have been approved for hiring by the Human Services Board on 4/19/16 and 9/20/16.			
8.	How will this request affect the County Budget? This request is part of our 2017 budget request.			
9.	Have funds been budgeted/allocated for this request? Yes			
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.): These positions are part of the PHHS department budget for 2017 and will be balanced with vacancy savings for FY 2016.			

COUNTY STAFF INFORMATION

Meeting Date Set:	Agenda Item Number:
Auditor-Treasurer Contacted:	County Attorney Contacted:
YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>

**Cook County
Request for Time**

e-mail form

Before the Board of Commissioners

5.A.

1.	a. Topic or Issue: (As should be listed on agenda) 47N90W Enterprises Revolving Loan Request	b. Requested Date: 9/27/16	c. Amount of time with Board 5 minutes	Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting Mike Larson/Braidy Powers	b. Phone:	c. Email:	
3.	a. Departments affected:	b. Department Head:	c. Dept been contacted?	
4.	a. Has the Board addressed this before?	b. If so, When?	c. What was the result?	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?			
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Approve a 20 year revolving loan to Mike Larson and Stephen Surbaugh, 47N90W Enterprises, LLC, for purchase and remodel of the Norshor Building at an interest rate of 1% over the ten year treasury bond with 2nd position mortgage on the building as collateral.			
7.	BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). See attached revolving loan fund committee minutes from August 1, 2016. The questions in the minutes have been answered. The plan presented to the committee is to keep the current commercial tenants on the first floor and convert the 2nd floor into three rental units for employee housing.			
8.	How will this request affect the County Budget? na			
9.	Have funds been budgeted/allocated for this request?			
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.):			

COUNTY STAFF INFORMATION

Meeting Date Set:	Agenda Item Number:
Auditor-Treasurer Contacted:	County Attorney Contacted:
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>

Revolving Loan Fund

Minutes

August 1, 2016

Commissioner's Board Room

Members present: Braidy Powers, Karen Blackburn, Hal Greenwood, Bruce Kerfoot, Gene Erickson, John Lindell, Pat Campanaro, Scott Harrison, Molly Hicken and Garry Gamble

Members absent: None

Chair Hal Greenwood called the meeting to order at 8:30 AM.

Minutes from July 21, 2016 were reviewed and approved. Motion made by Pat Campanaro, seconded by Bruce Kerfoot to approve the minutes.

Materials provided by Michael Chmelik for completing the Inn portion of the Croftville Road Cottages were reviewed by the committee and a list of questions was developed for addressing with Mr. Chmelik.

Mr. Chmelik joined the meeting at 8:50. Much discussion followed concerning his occupancy rates, current loans, marketing plans and completion plans.

The committee planned a walk through of the property for Thursday, August 11 at 10 AM. Those members that can attend, will.

John Lindell and Pat Campanaro agreed to meet with Mr. Chmelik and work with him on restructuring his current loan with Grand Marais State Bank. This meeting will occur this week and the committee supported the three of them talking directly with Grand Marais State Bank.

No further action was taken. Mr. Chmelik left the meeting at 9:35.

At 9:35 Mike Larsen joined the meeting to discuss a loan to complete the financing of purchasing and renovating the Norhshor building located at 204 1st Ave West in Grand Marais by his company 47N90W Enterprises, LLC. The building will be renovated to increase the potential for residential properties – mainly for employee housing. The current commercial leasers would stay in place on the first floor.

Motion made by Gene Erickson, seconded by Pat Campanaro to approve a 20 year loan for \$75,000 contingent upon Mike Larson satisfying the concern that the building's cash flow loss can be supported by Cascade Vacation Rentals, LLC and that 47N90W will provide more information regarding the \$125,000 "other" funding that will complete the financing package. All Ayes, motion passed.

Meeting adjourned at 10:15 AM – motion made by Blackburn, seconded by Erickson

Request for Time

Before the Board of Commissioners

5. B.

1.	a. Topic or Issue: (As should be listed on agenda) 2017 Proposed Budget and Levy	b. Requested Date: 9/27/16	c. Amount of time with Board 20	Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting Braidy Powers/ Jeff Cadwell	b. Phone:	c. Email:	
3.	a. Departments affected:	b. Department Head:	c. Dept been contacted?	
4.	a. Has the Board addressed this before?	b. If so, When?	c. What was the result?	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?			
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Approved the 2017 County Proposed Budget and Levy and announce the time and place of the public meeting to discuss the county budget and levy, at which the public is allowed to speak.			
7.	BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). See attached 2017 requests for budget and levy.			
8.	How will this request affect the County Budget?			
9.	Have funds been budgeted/allocated for this request?			
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.):			

COUNTY STAFF INFORMATION

Meeting Date Set:			Agenda Item Number:		
Auditor-Treasurer Contacted:			County Attorney Contacted:		
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	N/A	<input type="checkbox"/>
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	N/A	<input type="checkbox"/>

2017 COOK COUNTY PROPOSED LEVY

9/7/2016

	<u>EXPENDITURES</u>	<u>REVENUES</u>	<u>USE OF FUND BAL.</u>	<u>2017 PROPOSED LEVY</u>	<u>2016 FINAL Levy</u>	<u>Dollar Increase</u>	<u>Increase vs 2016</u>
General Revenue	8,800,624	4,950,402		3,850,222	3,039,037	811,185	26.69%
Road & Bridge	5,975,412	3,446,562		2,528,850	1,831,524	697,326	38.07%
Human Services	3,504,830	1,709,921		1,794,909	1,208,240	586,669	48.56%
Airport	147,169	51,954	(85)	95,300	95,150	150	0.16%
Building Fund	175,000			175,000	68,500	106,500	155.47%
YMCA Occupancy	803,257	658,257		145,000	100,000	45,000	45.00%
YMCA Capital (incl above)				0	10,000	-10,000	-100.00%
Govt Center CIP Bonds					380,457	-380,457	-100.00%
Equipment Bonds	337,872			337,872	337,872	0	0.00%
TOTAL LEVY	\$19,744,164	\$10,817,096	(\$85)	8,927,153	7,070,780	1,856,373	26.2541%
				8,477,865	7,070,780	1,407,085	19.9000%
				8,124,326	7,070,780	1,053,546	14.9000%
				7,770,787	7,070,780	700,007	9.9000%

All funds include regular step increases, health insurance at **19.1%**, and a **COLA at 4%** for 2017.

General Revenue includes 122,458 to restore the 2016 use of fund balance.

**Cook County
Request for Time**

e-mail form

b.A.

Before the Board of Commissioners

1.	a. Topic or Issue: (As should be listed on agenda) Appoint Todd Smith County Assessor	b. Requested Date: 9/27/2016	c. Amount of time with Board 10 minutes	Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting Jeff Cadwell	b. Phone: 218-387-3687	c. Email: jeff.cadwell@co.cook.mn.us	
3.	a. Departments affected: Assessor	b. Department Head:	c. Dept been contacted?	
4.	a. Has the Board addressed this before? YES	b. If so, When? 9/13/2016	c. What was the result? Asked for extension to appoint Todd Smith	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?			
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Appoint Todd Smith Cook County Assessor			
7.	BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). please see attached documentation			
8.	How will this request affect the County Budget?			
9.	Have funds been budgeted/allocated for this request? Position is within the current budget			
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.):			

COUNTY STAFF INFORMATION

Meeting Date Set:	Agenda Item Number:
Auditor-Treasurer Contacted: YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	County Attorney Contacted: YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>



Cook County Administrator

COURT HOUSE • 411 W. 2nd Street • GRAND MARAIS, MINNESOTA 55604- • (218) 387-3602 • FAX (218) 387-3043
Email: jeff.cadwell@co.cook.mn.us

County Administrator Jeffrey Cadwell

September 13, 2016

Cynthia Rowley
Director
Property Tax Division
651-556-6106
Cynthia.rowley@state.mn.us

The Cook County Board of Commissioners has authorized me to ask for an extension to the 90 day period to appoint a county assessor to replace our previous County Assessor, Betty Schultz.

Betty Schultz's last day as county assessor was June 24, 2016. The Personnel Committee met on June 20, 2016 to discuss the Assessor vacancy. The County Board authorized the posting of the vacancy for County Assessor on June 28, 2016. The county advertised for a new county assessor with an application deadline of August 15, 2016. The committee conducted interviews on August 26, 2016. The committee recommended hiring Todd Smith, Cook County Assistant Assessor for the position. Todd Smith needs to complete his AMA credentialing to be eligible to be appointed Cook County Assessor. Todd Smith has the experience and education necessary for the position and can complete the credentialing within the next 90 days. Todd Smith will also meet the requirement to become SAMA within two years of being appointed Assessor.

Respectfully submitted,

Jeffrey Cadwell
Cook County Administrator

MINNESOTA · REVENUE

September 14, 2016

Mr. Jeffrey Cadwell
Cook County Administrator
Court House
411 W. 2nd Street
Grand Marais, MN 55604

Extension to Appoint a County Assessor in Cook County

Dear Mr. Cadwell,

The Department of Revenue has received your request to extend the 90 day period for the county board to appoint a county assessor under Minnesota Statute 273.061. Your current 90 day period expires September 22, 2016. The Commissioner of Revenue may extend the 90 day period under subdivision 2, of 273.061.

The Commissioner has reviewed your request and grants an extension to fill the County Assessor position in Cook County until December 21, 2016.

Once an appointment has been made by the county board, the appointee must apply for confirmation of the appointment by the Commissioner and submit the necessary documentation. The appointment will not be final for the remainder of the four year term until the Commissioner confirms the appointment.

The Property Tax Division believes that the success of the property tax system is directly related to the leadership ability, skills, talents, professionalism, and experience of individuals who occupy the position of county assessor. It is critical for the taxpayers of Minnesota that counties appoint the best individual for the position, someone who can accurately administer property tax laws and adapt as changes are enacted by the legislature and lead others to do the same.

It is our understanding that your candidate will be finalizing his requirements for attaining an Accredited Minnesota Assessor license during this extension. Please keep us posted on your progress. If you have any questions, contact me at the number below.

Sincerely,



Cynthia Rowley
Director
Property Tax Division
651-556-6106
Cynthia.rowley@state.mn.us

assessor's term, that it does not intend to reappoint the assessor. If written notice is not timely made, the county assessor will automatically be reappointed by the board of county commissioners.

(b) In the event of a vacancy in the office of county assessor, through death, resignation or other reasons, the deputy (or chief deputy, if more than one) shall perform the functions of the office. If there is no deputy, the county auditor shall designate a person to perform the duties of the office until an appointment is made as provided in clause (a). Such person shall perform the duties of the office for a period not exceeding 90 days during which the county board must appoint a county assessor. Such 90-day period may, however, be extended by written approval of the commissioner of revenue.

(c) In the case of the first appointment under paragraph (a) of a county assessor who is accredited but who does not have senior accreditation, an approval of the appointment by the commissioner shall be provisional, provided that a county assessor appointed to a provisional term under this paragraph must reapply to the commissioner at the end of the provisional term. A provisional term may not exceed two years. The commissioner shall not approve the appointment for the remainder of the four-year term unless the assessor has obtained senior accreditation.

Subd. 3. **Oath.** Every county assessor, before entering upon duties, shall take and subscribe the oath required of public officials.

Subd. 4. **Assistants.** With the approval of the board of county commissioners, the county assessor may employ one or more assistants and sufficient clerical help to perform the duties of the assessor's office.

Subd. 5. **Offices; supplies.** The board of county commissioners shall provide suitable office space and equipment at the county seat for the county assessor, assistants and clerical help, and shall furnish such books, maps, stationery, postage and supplies as may be necessary for the discharge of the duties of the office.

Subd. 6. **Salaries; expenses.** The salaries of the county assessor and assistants and clerical help, shall be fixed by the board of county commissioners and shall be payable out of the general revenue fund of the county.

In addition to their salaries, the county assessor and assistants shall be allowed their expenses for reasonable and necessary travel in the performance of their duties, including necessary travel, lodging and meal expense incurred by them while attending meetings of instructions or official hearings called by the commissioner of revenue. These expenses shall be payable out of the general revenue fund of the county, and shall be allowed on the same basis as such expenses are allowed to other county officers.

Subd. 7. **Division of duties between local and county assessor.** The duty of the duly appointed local assessor shall be to view and appraise the value of all property as provided by law, but all the book work shall be done by the county assessor, or the assessor's assistants, and the value of all property subject to assessment and taxation shall be determined by the county assessor, except as otherwise hereinafter provided. If directed by the county assessor, the local assessor shall perform the duties enumerated in subdivision 8, clause (16).

Subd. 8. **Powers and duties.** The county assessor shall have the following powers and duties:

(1) To call upon and confer with the township and city assessors in the county, and advise and give them the necessary instructions and directions as to their duties under the laws of this state, to the end that a uniform assessment of all real property in the county will be attained.

273.061 ESTABLISHMENT OF OFFICE FOR EACH COUNTY.

Subdivision 1. **Office created; appointment, qualifications.** Every county in this state shall have a county assessor. The county assessor shall be appointed by the board of county commissioners. The assessor shall be selected and appointed because of knowledge and training in the field of property taxation and appointment shall be approved by the commissioner of revenue before the same shall become effective. Upon receipt by the county commissioners of the commissioner of revenue's refusal to approve an appointment, the term of the appointee shall terminate at the end of that day.

The commissioner of revenue may grant approval on a probationary basis for a period of two years. The commissioner must base the decision to impose a probationary period on objective and consistent criteria. At the end of the two-year probationary period, the commissioner may either refuse to approve the person's appointment for the remainder of the person's four-year term, approve the person's appointment but only for another two-year probationary period, or unconditionally approve the person's appointment for the remainder of the four-year term for which the person was originally appointed by the county board. The criteria shall not be considered rules and are not subject to the Administrative Procedure Act.

Notwithstanding any law to the contrary, a county assessor must have senior accreditation from the state Board of Assessors by January 1, 1992, or within two years of the assessor's first appointment under this section, whichever is later.

Subd. 1a. **Compatible offices.** A person appointed as the county assessor also may serve as the county auditor, county treasurer, or county auditor-treasurer if those offices are appointive, provided that the person in the combined appointed office must not serve on the county board of appeal and equalization under section 274.13. In a county in which the functions of the county assessor are combined with those of the county auditor or county auditor-treasurer, the county board may not delegate any authority, power, or responsibility under section 375.192, subdivision 4.

Subd. 1b. **Compatible offices in counties changing to appointed auditor.** In a county in which the office of auditor, treasurer, or auditor-treasurer is an elective position, a person appointed as the county assessor also may serve as the county auditor, county treasurer, or county auditor-treasurer if a proposal to make the affected office appointive has been approved as required by other law and will be effective within five years.

Subd. 1c. **Incompatible offices.** The person appointed as the county assessor must not also be the county attorney, a county board member, an elected county auditor, an elected county treasurer, an elected county auditor-treasurer, a town board supervisor for a town in the same county, or a city mayor or council member for a city in the same county. The person appointed as the city assessor must not also be a city council member or mayor for the same city. A person appointed as the town assessor must not also be a town board supervisor for the same town. Except as provided in subdivision 1b, an assessor who accepts a position that is incompatible with the office of assessor is deemed to have resigned from the assessor position.

Subd. 2. **Term; vacancy.** (a) The terms of county assessors appointed under this section shall be four years. A new term shall begin on January 1 of every fourth year after 1973. When any vacancy in the office occurs, the board of county commissioners, within 90 days thereafter, shall fill the same by appointment for the remainder of the term, following the procedure prescribed in subdivision 1. The term of the county assessor may be terminated by the board of county commissioners at any time, on charges of malfeasance, misfeasance, or nonfeasance by the commissioner of revenue. If the board of county commissioners does not intend to reappoint a county assessor who has been certified by the state Board of Assessors, the board shall present written notice to the county assessor not later than 90 days prior to the termination of the

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(2) To assist and instruct the local assessors in the preparation and proper use of land maps and record cards, in the property classification of real and personal property, and in the determination of proper standards of value.

(3) To keep the local assessors in the county advised of all changes in assessment laws and all instructions which the assessor receives from the commissioner of revenue relating to their duties.

(4) To have authority to require the attendance of groups of local assessors at sectional meetings called by the assessor for the purpose of giving them further assistance and instruction as to their duties.

(5) To immediately commence the preparation of a large scale topographical land map of the county, in such form as may be prescribed by the commissioner of revenue, showing thereon the location of all railroads, highways and roads, bridges, rivers and lakes, swamp areas, wooded tracts, stony ridges and other features which might affect the value of the land. Appropriate symbols shall be used to indicate the best, the fair, and the poor land of the county. For use in connection with the topographical land map, the assessor shall prepare and keep available in the assessor's office tables showing fair average minimum and maximum market values per acre of cultivated, meadow, pasture, cutover, timber and waste lands of each township. The assessor shall keep the map and tables available in the office for the guidance of town assessors, boards of review, and the county board of equalization.

(6) To also prepare and keep available in the office for the guidance of town assessors, boards of review and the county board of equalization, a land valuation map of the county, in such form as may be prescribed by the commissioner of revenue. This map, which shall include the bordering tier of townships of each county adjoining, shall show the average market value per acre, both with and without improvements, as finally equalized in the last assessment of real estate, of all land in each town or unorganized township which lies outside the corporate limits of cities.

(7) To regularly examine all conveyances of land outside the corporate limits of cities of the first and second class, filed with the county recorder of the county, and keep a file, by descriptions, of the considerations shown thereon. From the information obtained by comparing the considerations shown with the market values assessed, the assessor shall make recommendations to the county board of equalization of necessary changes in individual assessments or aggregate valuations.

(8) To become familiar with the values of the different items of personal property so as to be in a position when called upon to advise the boards of review and the county board of equalization concerning property, market values thereof.

(9) While the county board of equalization is in session, to give it every possible assistance to enable it to perform its duties. The assessor shall furnish the board with all necessary charts, tables, comparisons, and data which it requires in its deliberations, and shall make whatever investigations the board may desire.

(10) At the request of either the board of county commissioners or the commissioner of revenue, to investigate applications for reductions of valuation and abatements and settlements of taxes, examine the real or personal property involved, and submit written reports and recommendations with respect to the applications, in such form as may be prescribed by the board of county commissioners and commissioner of revenue.

(11) To make diligent search each year for real and personal property which has been omitted from assessment in the county, and report all such omissions to the county auditor.

(12) To regularly confer with county assessors in all adjacent counties about the assessment of property in order to uniformly assess and equalize the value of similar properties and classes of property located in adjacent counties. The conference shall emphasize the assessment of agricultural and commercial and industrial property or other properties that may have an inadequate number of sales in a single county.

(13) To render such other services pertaining to the assessment of real and personal property in the county as are not inconsistent with the duties set forth in this section, and as may be required by the board of county commissioners or by the commissioner of revenue.

(14) To maintain a record, in conjunction with other county offices, of all transfers of property to assist in determining the proper classification of property, including but not limited to, transferring homestead property and name changes on homestead property.

(15) To determine if a homestead application is required due to the transfer of homestead property or an owner's name change on homestead property.

(16) To perform appraisals of property, review the original assessment and determine the accuracy of the original assessment, prepare an appraisal or appraisal report, and testify before any court or other body as an expert or otherwise on behalf of the assessor's jurisdiction with respect to properties in that jurisdiction.

Subd. 8a. Additional powers and duties of the commissioner of revenue, county assessors and local assessors. Notwithstanding any provision of law to the contrary, in order to promote a uniform assessment and review of assessments, the commissioner of revenue, county assessors and local assessors may exchange data on property which are classified under chapter 13 as public, nonpublic or private. The data for any property may include but is not limited to its sales, income, expenses, vacancies, rentable or usable areas, anticipated income and expenses, projected vacancies, lease information, and private multiple listing service data. Data exchanged under this provision that is classified as nonpublic or private data shall retain its classification.

Subd. 9. Additional general duties. Additional duties of the county assessor shall be as follows:

(1) to make all assessments, based upon the appraised values reported by the local assessors or assistants and the county assessor's own knowledge of the value of the property assessed;

(2) to personally view and determine the value of any property which because of its type or character may be difficult for the local assessor to appraise;

(3) to make all changes ordered by the local boards of review, relative to the net tax capacity of the property of any individual, firm or corporation after notice has been given and hearings held as provided by law;

(4) to enter all assessments in the assessment books, furnished by the county auditor, with each book and the tabular statements for each book in correct balance;

(5) to prepare all assessment cards, charts, maps and any other forms prescribed by the commissioner of revenue;

(6) to attend the meeting of the county board of equalization; to investigate and report on any assessment ordered by said board; to enter all changes made by said board in the assessment books and prepare the abstract of assessments for the commissioner of revenue; to enter all changes made by the State Board of Equalization in the assessment books; to deduct all exemptions authorized by law from each assessment and certify to the county auditor the taxable value of each parcel of land, as described and listed in the

(2) To assist and instruct the local assessors in the preparation and proper use of land maps and record cards, in the property classification of real and personal property, and in the determination of proper standards of value.

(3) To keep the local assessors in the county advised of all changes in assessment laws and all instructions which the assessor receives from the commissioner of revenue relating to their duties.

(4) To have authority to require the attendance of groups of local assessors at sectional meetings called by the assessor for the purpose of giving them further assistance and instruction as to their duties.

(5) To immediately commence the preparation of a large scale topographical land map of the county, in such form as may be prescribed by the commissioner of revenue, showing thereon the location of all railroads, highways and roads, bridges, rivers and lakes, swamp areas, wooded tracts, stony ridges and other features which might affect the value of the land. Appropriate symbols shall be used to indicate the best, the fair, and the poor land of the county. For use in connection with the topographical land map, the assessor shall prepare and keep available in the assessor's office tables showing fair average minimum and maximum market values per acre of cultivated, meadow, pasture, cutover, timber and waste lands of each township. The assessor shall keep the map and tables available in the office for the guidance of town assessors, boards of review, and the county board of equalization.

(6) To also prepare and keep available in the office for the guidance of town assessors, boards of review and the county board of equalization, a land valuation map of the county, in such form as may be prescribed by the commissioner of revenue. This map, which shall include the bordering tier of townships of each county adjoining, shall show the average market value per acre, both with and without improvements, as finally equalized in the last assessment of real estate, of all land in each town or unorganized township which lies outside the corporate limits of cities.

(7) To regularly examine all conveyances of land outside the corporate limits of cities of the first and second class, filed with the county recorder of the county, and keep a file, by descriptions, of the considerations shown thereon. From the information obtained by comparing the considerations shown with the market values assessed, the assessor shall make recommendations to the county board of equalization of necessary changes in individual assessments or aggregate valuations.

(8) To become familiar with the values of the different items of personal property so as to be in a position when called upon to advise the boards of review and the county board of equalization concerning property, market values thereof.

(9) While the county board of equalization is in session, to give it every possible assistance to enable it to perform its duties. The assessor shall furnish the board with all necessary charts, tables, comparisons, and data which it requires in its deliberations, and shall make whatever investigations the board may desire.

(10) At the request of either the board of county commissioners or the commissioner of revenue, to investigate applications for reductions of valuation and abatements and settlements of taxes, examine the real or personal property involved, and submit written reports and recommendations with respect to the applications, in such form as may be prescribed by the board of county commissioners and commissioner of revenue.

(11) To make diligent search each year for real and personal property which has been omitted from assessment in the county, and report all such omissions to the county auditor.

assessment books by the county auditor, and the taxable value of the personal property of each person, firm, or corporation assessed;

(7) to investigate and make recommendations relative to all applications for the abatement of taxes or applications for the reduction of the net tax capacity of any property;

(8) to perform all other duties relating to the assessment of property for the purpose of taxation which may be required by the commissioner of revenue.

Subd. 10. **Assessor in unorganized territory.** In counties having unorganized territory divided into one or more assessment districts, the board of county commissioners may appoint the county assessor for all such districts. In such case the assessor shall receive no compensation for performing the duties of assessor. The assessor shall, however, be allowed expenses for reasonable and necessary travel in the performance of duties. Such expenses shall be payable out of the general revenue fund of the county.

Subd. 11. [Repealed, 1Sp1981 c 4 art 1 s 189]

History: *Ex1967 c 32 art 8 s 1; 1969 c 9 s 68,69; 1969 c 498 s 1; 1971 c 434 s 4,5; 1973 c 123 art 5 s 7; 1973 c 582 s 3; 1974 c 18 s 1; 1974 c 567 s 1; 1975 c 301 s 3; 1975 c 339 s 8; 1975 c 437 art 1 s 32; 1976 c 181 s 2; 1977 c 434 s 10; 1979 c 50 s 30; 1980 c 423 s 5; 1984 c 593 s 13; 1986 c 444; 1987 c 268 art 7 s 28-30; 1988 c 719 art 5 s 84; art 7 s 6,7; 1989 c 277 art 2 s 17,18; 1989 c 329 art 13 s 20; 1Sp1989 c 1 art 3 s 6; 1993 c 375 art 3 s 12; art 5 s 7; art 11 s 2; 1994 c 587 art 5 s 2; 1Sp2001 c 5 art 7 s 14,15; 2003 c 127 art 5 s 12-14; 2009 c 86 art 1 s 51; 2010 c 354 s 3,4; 2013 c 143 art 4 s 15; 2014 c 308 art 9 s 25*

**Cook County
Request for Time**

e-mail form

Before the Board of Commissioners

6.B.

1.	a. Topic or Issue: (As should be listed on agenda) Lease Agreement for AIS Billboard	b. Requested Date: 9/27/16	c. Amount of time with Board Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting	b. Phone:	c. Email:
3.	a. Departments affected:	b. Department Head:	c. Dept been contacted?
4.	a. Has the Board addressed this before?	b. If so, When?	c. What was the result?
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?		
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Approve a lease agreement with Superior Ridge Resort Motel for a 10' by 20' billboard on N Highway 61 for on year starting November 1, 2016 and ending October 31, 2017 at an annual cost of \$4,500.		
7.	BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). See attached lease agreement. For the purposes of the Aquatic Invasive Species program.		
8.	How will this request affect the County Budget? none		
9.	Have funds been budgeted/allocated for this request? Yes		
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.): AIS funds		

COUNTY STAFF INFORMATION

Meeting Date Set:	Agenda Item Number:
Auditor-Treasurer Contacted: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	County Attorney Contacted: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>

BILLBOARD LEASE AGREEMENT

LEASE AGREEMENT, dated as of September 27, 2016 between Superior Ridge Resort-Motel, Inc. ("Lessor") having a principal place of business at 8041 W Hwy 61, Schroeder, Minnesota and Cook County ("Lessee") acting on behalf of the Cook County Aquatic Invasive Species Team having a principal place at 411 W. 2nd Street, Grand Marais, Minnesota.

WHEREAS, Lessor has erected a 10' x 20' Billboard Structure facing south-westerly along Highway 61, 100' from the centerline of Highway 61, adjacent to several red pines near Highway 61.

WHEREAS, lessee wishes to lease the Billboard from lessor for a 1(one) year period, and Lessor wishes to lease the Billboard to lessee for the purpose of educating the public with a message, all on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the forgoing premises, and for other good and valuable consideration mutually exchanged by the parties hereto, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Lessor hereby grants a leasehold interest to Lessee a Billboard for the purpose of advertising a message on one side of the Billboard. The sign shall remain at its original location on the Property.
2. The term of this lease shall be for a period of 1(one)year starting November 1, 2016 and ending October 31, 2017. The annual rent shall be \$4,500 (Four thousand five hundred dollars) payable each year in two installments of \$2,250 due on November 1 and May 1 of each year. The check shall be made payable to Superior Ridge.
3. If the rent is not timely paid or if Lessee is otherwise in default hereunder, then, and in that event, Lessor shall have the right to terminate this lease agreement by serving by certified mail, return receipt requested upon Lessee, a Notice of Termination. If Lessee does not pay such rent in full or cure any other default within 20 days of the date of mailing of such Notice, then and in that event, this Lease Agreement shall be automatically terminated at the conclusion of said 20 day period and Lessor may at any time remove advertising of Lessee. Any past amount due shall remain immediately due and payable. In addition to the rights set forth above, the Lessor may exercise any and all rights and remedies available to it under law and/or equity.
4. The Lessor shall provide and maintain all structural members of a Billboard Sign sufficient to support a 10' x 20" Billboard advertising sign in order for the Lessee to apply a vinyl wrap on the front. The Lessor shall provide and maintain at its own expense LED illumination for the Billboard. The Billboard will be lit from approximately dusk to 11:00 p.m., except when light malfunctions. The Lessor agrees to secure all required annual permits and licenses, and to pay all applicable fees and costs. The Lessee agrees to pay all applicable fees and costs beyond the annual permit and license fees if Cook County requires a new sign permit application due to an alteration of advertising print, design or artwork on the face of the sign. The Lessee agrees to provide, install and maintain, on the front of the Billboard, at its expense, a vinyl advertising wrap no larger than 10' x 20'. Lessee shall have the right to advertise a message promoting the control of aquatic invasive species. However, before the production, Lessor shall have right to approve or deny any print, design or artwork made for the Billboard to advertise any other business.
5. Lessor will not interfere with the visibility of the sign to northeasterly bound traffic on Highway 61. However, Lessor has the right to maintain an on premise sign 165' southwest of the subject Billboard.

6. The Lessee agrees to, and hereby indemnify the Lessor, for any and all claims, actions, expenses, damages, and liabilities, of whatever kind and nature, in any way arising out of or pertaining to Lessee's maintenance or use of Billboard.
7. The Lease Agreement is subject to all governmental laws or regulations and the lessor has the right to terminate lease if the current billboard sign fails to meet governmental restrictions, laws or regulations. In the event this Agreement is terminated, rent shall be prorated for the year.
8. This Lease Agreement shall be binding upon the successors, assigns and affiliates of the parties hereto. Lessor may not resell or otherwise transfer the property during the term of this Lease Agreement unless the purchaser agrees in writing to be bound by the terms of this Lease Agreement.
9. All rights, duties and remedies of the parties hereunder shall be governed as to interpretation, validity, effect and enforcement by the laws of the State of Minnesota.
10. Any change to this lease agreement during the term requires the written approval of both the lessor and lessee.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement as of the date first above written.

LESSOR: SUPERIOR RIDGE RESORT-MOTEL, INC.

By _____
Bruce R. Martinson
President

LESSEE: COOK COUNTY

By _____
Heidi Doo- Kirk
Chair

STATE OF MINNESOTA
COUNTY OF COOK

The foregoing Lease Agreement was acknowledged before me this 27th day of September, 2016 by Bruce R. Martinson, the President of Superior Ridge Resort-Motel, Inc. and by Heidi Doo-Kirk, the Chair of Cook County Board of Commissioners.

(Notary Public Signature and Stamp)

**Cook County
Request for Time**

e-mail form

Before the Board of Commissioners

b.c.

1.	a. Topic or Issue: (As should be listed on agenda) Authorize 1/2% Transportation Tax Resolution	b. Requested Date: 9/27/2016	c. Amount of time with Board 20 minutes	Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting Jeff Cadwell	b. Phone: 218-387-3687	c. Email: jeff.cadwell@co.cook.mn.us	
3.	a. Departments affected: Highway	b. Department Head: David Betts	c. Dept been contacted? yes	
4.	a. Has the Board addressed this before? Yes	b. If so, When? 9/20/2016	c. What was the result? Board provided feedback on the resolution	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?			
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Approve the resolution authorizing and implementing a ½ percent (0.5%) countywide sales tax for transportation as provided for in Minnesota Statute 297A.993 and direct the County Auditor-Treasurer to certify the tax to the Minnesota Department of Revenue for collection of the sales tax on or before January 1, 2017.			
7.	BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). The Board of Commissioners has intentionally considered the use of the 1/2% transportation tax authorized by MN Statute 297A.993. The Board of Commissioners held a public hearing as required in the statute on August 15, 2016. The attached resolution and Project List reflect the comments received at that public hearing and the intention of board of commissioners. Resolution and project list are attached.			
8.	How will this request affect the County Budget?			
9.	Have funds been budgeted/allocated for this request?			
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.):			

COUNTY STAFF INFORMATION

Meeting Date Set:	Agenda Item Number:
Auditor-Treasurer Contacted: YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	County Attorney Contacted: YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF COOK COUNTY, MINNESOTA

RESOLUTION #2016 -

ADOPTED

SEPTEMBER , 2016

By Commissioner :

RESOLUTION #2016 -

LOCAL SALES TAX FOR TRANSPORTATION

WHEREAS, the quality of Cook County's transportation system has a direct impact on the safety of system users, the County's economy and future economic development, and

WHEREAS, the deterioration of the Cook County transportation system continues to outpace available levels of local, state and federal transportation funding, and

WHEREAS, the lack of adequate transportation funding causes the deferment of many needed transportation projects and improvements every year, and

WHEREAS, Minnesota Statute 297A.993, Subdivision 1, authorizes the County Board of Commissioners to adopt a countywide sales tax for transportation of up to ½ percent (0.5%) after holding a public hearing and passing an official resolution, and

WHEREAS, the Cook County Board of Commissioners held a public hearing on the proposed transportation sales tax on August 15, 2016, and

WHEREAS, Minnesota Statute 297A.993, Subdivision 2, requires the sales tax to terminate when revenues raised are sufficient to finance the identified projects or improvements, and

WHEREAS, The Cook County Board desires to mitigate the impact of the road and bridge levy on local property tax, and

WHEREAS, proceeds of the sales tax for transportation related projects shall be spent only on projects listed on the Cook County Transportation Sales Tax Project List (The Project List), and

WHEREAS, the addition of projects, facilities or improvements not on The Project List, to be considered for funding by countywide sales tax for transportation, shall be presented at a public hearing and included in a resolution passed by the Cook County Board of Commissioners, and

WHEREAS, the Cook County Board desires to implement the countywide sales tax for transportation and have the State Department of Revenue collect and distribute the sales tax.

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners of Cook County, Minnesota, authorizes and implements a ½ percent (0.5%) countywide sales tax for transportation as provided for in Minnesota Statute 297A.993.

BE IT FURTHER RESOLVED the countywide sales tax for transportation shall continue each subsequent year until sufficient revenues raised are sufficient to finance all projects identified on the Cook County Transportation Sales Tax Project List or until the Cook County Board of Commissioners ends the sales tax by resolution.

BE IT FURTHER RESOLVED that the provisions of Minnesota Statute 291A.99, Subdivisions 4, and 6 through 12, shall govern the imposition, administration, collection and enforcement of the tax.

BE IT FURTHER RESOLVED that the Cook County Board of Commissioners hereby directs the County Auditor-Treasurer to certify the tax to the Minnesota Department of Revenue for collection of the sales tax on or before January 1, 2017.

Commissioner _____ seconded the motion for the adoption of the resolution and it was declared adopted upon the following vote:

Ayes:

Nays: Nays

Absent: None

STATE OF MINNESOTA)
County of Cook) ss.
Office of County Auditor,)

I, Braidy Powers, Auditor of the County of Cook, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 27th day of September 2016, and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Marais, Minnesota, this 27th day of September 2016.

County Auditor _____

By _____ Deputy

Deputy Court Administrator Shepard administered the oath of office to newly appointed County Assessor Todd Smith.

STATE OF MINNESOTA }
 } S.S.
COUNTY OF COOK }

I, Todd Smith, swear or affirm that I will support the Constitution of the United States and of this State, that I will be diligent, faithful, and impartial in the performance of the duties of the office and trust that I now assume as County Assessor for the County of Cook. So help me God.