

## A G E N D A

### COOK COUNTY BOARD OF COMMISSIONERS

#### REGULAR MEETING COURT HOUSE, GRAND MARAIS, MN OCTOBER 25, 2016

---

Please note that all times are estimated and changes of times could occur during the meeting.

- 8:30 a.m.      1.      Call meeting to order  
                                Pledge of Allegiance  
                                Make adjustment to agenda
2.      PUBLIC COMMENT PERIOD: Opportunity for citizens to appear before  
  the County Board.
3.      Consent Agenda items: Action as a whole.  
  A. Claims  
  B. Cook County Board minutes for September 20, 2016  
  C. Donation. Pat Eliassen/ Braidy Powers  
  D. Renewal of Liquor and Tobacco Licenses. Braidy Powers  
  E. Firewise Contract/Todd Armbruster/Braidy Powers  
  F. SCDP Housing Grant. Braidy Powers
- 8:45 a.m.      4.      Diane Booth, Com. Center/MN Ext. Director  
  A. Door System for Community Center. Action
- 9:15 a.m.      5.      Bill Lane, P & Z Administrator  
  A. Rezone of parcel from GC to R-1 in Schroeder. Action
- 9:25 a.m.      6.      David Betts, Engineer  
  A. Winter Maintenance on SGSDs. Action  
  B. CR 45 Design Services. Action
- 9:35 a.m.      7.      Jeff Cadwell, Administrator  
  A. Letter in support of continued Chik-Wauk improvement. Action  
  B. Superior Nation Forest-School Trust Letter. Action
- 10:00 a.m.     8.      B R E A K
- 10:15 a.m.     9.      Employee Concerns  
  Commissioner Concerns  
  A. Commissioner Reports  
  B. Meetings to note  
  C. Meeting updates  
  D. WTIP interview on 10/26/2016: Commissioner Doo-Kirk

- 10:30 a.m. 10. Correspondence – Memos:  
A. MN DNR Letter. Information.  
B. Arrowhead Regional Corrections Board materials. Information.
- 11:00 a.m. 11. Update from State Elected Officials Senator Bakk and Representative Ecklund.
- L U N C H
- 12:30 p.m. 12. Budget discussions

A D J O U R N

\* \* \* \*

NOTE: These meetings are not Official County Board meetings, but a quorum of Commissioners pay be in attendance.

Oct. 27, 2016 at 6:30 p.m. at the Cook County Community Center: Commissioner Gamble hosting a Town Hall meeting.

Nov. 1, 2016: Commissioner Storlie hosting a Town Hall meeting.

MINUTES OF THE REGULAR MEETING OF THE COOK COUNTY BOARD OF COMMISSIONERS

Grand Marais, Minnesota  
September 20, 2016

The Board met in regular session this 20th day of September, 2016, at the Courthouse in Grand Marais, Minnesota.

The meeting was called to order at 10:35 a.m. with the following members present: Commissioners Doo-Kirk, Gamble, Moe, Storlie, and Sivertson. Absent: Commissioner None. Also present were, County Administrator Jeff Cadwell, Auditor-Treasurer Braidy Powers, County Attorney Molly Hicken, and Office Support Specialist Bev Wolke.

County Board Chair Doo-Kirk led the Commissioners in reciting the Pledge of Allegiance.

Motion was made by Sivertson, seconded by Moe, and carried by unanimous vote to approve the agenda for the meeting as presented.

No citizens appeared for the Public Comment portion of the meeting.

The Board considered the consent agenda consisting of numerous items that the Board may approve as a whole. County Board Chair Doo-Kirk asked if any Commissioner wanted to remove any items from the consent agenda.

- A. Claims
- B. Cook County Board minutes for August 23, 2016

Motion was made by Moe, seconded by Storlie, and approved to accept the consent agenda, including the adoption of the following resolution:

**RESOLUTION # 2016-68**

BE IT RESOLVED, that the following claims totaling \$167,722.50 having been audited and found to be true and correct claims against Cook County, are approved and the Auditor-Treasurer is hereby authorized to draw warrants in payment of said claims:

	<u>Revenue Fund</u>
Arrowhead Regional Corrections	24,007.67
Blue Water Cafe LLC	1,136.08
Bucks Hardware Hank	82.74
C D W Government	17.45
Cadwell/Jeffrey	118.80
Cook County News Herald Inc	112.00
Ege/Duane	1,213.40
Forklifts Of Minnesota Inc	310.57
G & G Septic LLC	385.00
Gamble/Garry	34.00
Good Measure Media	711.00
Grand Marais Auto Parts	9.69
International Mass Fatalities Center	169.05
Krause/Joann	400.00
Krause/Larry	200.00
M C H K M A	100.00
M R Sign Co Inc	151.64
Meyer/Dan	2,000.00
Mielke/Lindsay	111.00
Mille Lacs County Jail	1,050.00

MN State Auditor	9,669.00
Newegg Inc	194.20
O S I ENVIRONMENTAL INC	510.00
Rogers/Rena	300.24
Sawtooth Mountain Clinic	852.00
Smith/Todd	341.28
Smiths Laundry	398.00
Wick/Steve	200.00
Wicklander/Heather	172.80
Wiinanen/James	457.90
Airport	
Boreal Access	14.95
Cook County Visitors Bureau or L.T.T.A.	250.00
Ege/Duane	1,727.76
Steve's Sports & Auto	32.30
Ziegler Inc	758.61
Golf Course	
Superior National at Lutsen	1,569.93
Road & Bridge	
Cook County Home Center	64.98
American Engineering Testing Inc	14,546.80
B Erickson Logging	2,231.25
Bauer Built Tire	4,900.88
Berglund/Daniel	252.00
Betts/David	12.00
Bucks Hardware Hank	96.48
Butz/Steve	12.00
C C P Industries Inc	108.65
City Auto Glass	277.63
Cook County Home Center	14.99
Cook County News Herald Inc	72.00
Courrage/Mike	25.00
Cross River Lodge	190.00
D S C Communications	25.00
Diamond Mowers Inc	351.73
Envirotech Services, Inc.	573.68
Erickson Engineering Co LLC	16,014.50
Fastenal Company	396.60
FleetPride	3,139.62
Frontier Precision Inc	145.31
G & G Septic LLC	325.00
G & K Services	124.44
Grainger Inc	104.13
Grand Marais Auto Parts	89.74
Greg's Welding Repair & Mechanical Serv	614.25
Herness Construction LLC	2,455.00
Higgins, Westley	24.00
Hotsy Equipment Of Minnesota	588.10
Isak Hansen True Value	24,205.50
Jakes Quality Tire Inc	120.00
L H B Engineers & Architects Inc	3,396.00
Lawson Products Inc	609.80
MN Dept Of Transportation	483.24
Motorola Solutions, Inc	6,437.52

Myers Tire - Des Moines #15	840.91
Northland Constructors Of Duluth LLC	2,933.54
Nuss Truck & Equipment	5,349.56
O'Day Equipment LLC	1,697.09
Pernat/Joe	12.00
Powerplan	2,260.65
Quill Corp	261.10
Safety-Kleen	352.04
Schmidt/Andy	600.00
Sorlie/Lisa	12.00
Steve's Sports & Auto	223.88
Swearingen/Shawn	12.00
Titan Machinery and Rentals	7,710.00
Tools Unlimited	52.50
Ziegler Inc	12,608.35

Pat Eliassen, Cook County Sheriff, and Rena Rogers, Information Systems Director, appeared before the Board. Eliassen requested purchasing 10 new in-squad cameras and viewing software to replace the existing, obsolete units at a cost of \$61,900.00 for the entire replacement. Eliassen allocated \$39,000.00 to offset the cost in Stonegarden Grant Funds and another \$30,000.00 was set aside in the 2016 Sheriff budget which will cover the cost of the new units as well as installation costs. Motion was made by Sivertson, seconded by Moe, and carried by unanimous vote to approve the purchase of 10 new in-squad cameras and viewing software to replace the existing units at a cost of \$61,900.00.

Molly Hicken, County Attorney, appeared before the Board. Hicken presented a resolution to enter into a Cooperative Agreement with the Office of Justice Program in the Minnesota Department of Public Safety and delegate authority to execute the agreement and related documents to Attorney Hicken. Commissioner Moe moved the adoption of the following resolution and upon seconding by Commissioner Gamble was adopted by unanimous ye a vote of all members present:

**RESOLUTION # 2016-69**

**A Cooperative Agreement with the Office of Justice Program in the Minnesota Department of Public Safety**

Be it resolved that Cook County Minnesota will enter into a Cooperative Agreement with the Office of Justice Program in the Minnesota Department of Public Safety.

The Cook County Attorney is hereby authorized to execute such agreements and amendments, as are necessary to implement the project on behalf of Cook County Minnesota.

Rena Rogers, Information Systems Director, appeared before the Board to request approving a Hosting Service Agreement with Minnesota Counties Information Systems. The agreement has been sent to eight counties, allowing Minnesota Counties Information Systems to move forward with the purchase of equipment and licensing. The hosting solution that will be provided by Minnesota Counties Information Systems means the County will not now need to replace the current AS400 next spring. Motion was made by Sivertson, seconded by Gamble, and carried by unanimous vote to approve a Hosting Service Agreement with Minnesota Counties Information Systems, allowing them to move ahead with creating a hosting environment.

Rodney Roy, Maple Hill Fire Department Representative, appeared before the Board. Roy explained that the Association's Board approved a request for a cost analysis as the Maple Hill Fire Department Relief Association would like to join the Statewide Plan administered by the Public Employees Retirement Association (PERA). Motion was made by Storlie, seconded by Doo-Kirk, and carried by unanimous vote to approve the request by the Maple Hill Fire Department Relief Association to join the Statewide Investment Plan administered by the Public Employees Retirement Association (PERA).

Braidy Powers, Auditor-Treasurer, appeared before the Board. Powers explained that the current County postage machine has failed several times in the last few months, making the reliability questionable. With mail ballots and TNT notices set to go out within a few weeks the IT Department

researched a model that will fit the County's needs. Motion was made by Sivertson, seconded by Storlie, and carried by unanimous vote to approve the lease of a DM475 mail system proposal at \$229.05 per month.

Jeff Cadwell, County Administrator, appeared before the Board. Cadwell explained that the LELS 2016-2017 contract called for a re-opener to address the possibility of creating a Lead Dispatch/Public Safety Specialist as a new position within the bargaining unit. A Memorandum of Understanding serves as an amendment to the current contract indicating agreement of both parties on creation of the position. Motion was made by Gamble, seconded by Moe, and carried by unanimous vote to approve the Memorandum of Understanding that will serve as an amendment to the current LELS contract. The Memorandum of Understanding establishes the position of Lead Dispatch/Public Safety Specialist as a new position within the bargaining unit and sets the classification for the position at C41-2, and to authorize Board Chair to sign the agreement on behalf of the County.

Cadwell presented the annual renewal of the CDHP 831 Health Plan with the Northeast Service Cooperative pool. Cadwell explained that because the County is a member in the cooperative pool we were able to get a group usage rate at a 19.1% increase rather than the 23.7% increase based on our usage. Motion was made by Moe, to not approve the CDHP 831 Health Plan with the Northeast Service Cooperative. Motion failed for lack of a second. Cadwell stated the health insurance cost for the County is about the median cost for most County health insurance plans including this year. Commissioner's asked for a Benefits review Committee to look at other plans for 2017-2018. Motion was made by Gamble, seconded by Sivertson, and carried with the following vote to approve the CDHP 831 Health Plan with the Northeast Service Cooperative. Ayes: Gamble, Sivertson, Doo-Kirk, and Storlie. Nays: Moe.

Cadwell requested the hiring of Tanner Hoskins for the new YMCA Custodian position. Motion was made by Storlie, seconded by Gamble, and carried by unanimous vote to approve the hiring of Tanner Hoskins for the new YMCA Custodian position at the A11-2 Step 1, with an anticipated start date of September 26, 2016.

Cadwell requested the hiring of Lisa Kerr for the Land Commissioner/Parks & Trails Director position. Motion was made by Sivertson, seconded by Moe, and carried by unanimous vote to approve the hiring of Lisa Kerr to the Land Commissioner/Parks & Trails Director position at the C42-2 Step 2.

Cadwell requested the termination of the Tofte Waste Management Site Attendant position and to advertise the position. Motion was made by Storlie, seconded by Doo-Kirk, and carried by unanimous vote to approve the termination of the Tofte Waste Management Site Attendant position and to advertise the position.

Correspondence – Memos:

- A. Cook County Lodging Tax as of 7/31/2016.
- B. Cook County/Grand Marais EDA Meeting Materials.
- C. Arrowhead Regional Corrections Meeting Materials.
- D. NACo news.
- E. Governor's Council Agenda 9/16/2016.

Commissioner Sivertson reported that she would attend the WTIP interview on September 21, 2016.

Cadwell, along with David Betts, County Highway Engineer, and Lisa Sorlie, Highway Department Accountant appeared before the Board to present a draft resolution for the proposed transportation sales tax increase in Cook County to be used for projects by the highway department. Motion was made by Moe, seconded by Gamble, and carried by unanimous vote to approve the resolution language as amended.

Cadwell recommended a Comprehensive Study on all County facilities to have a better context of maintenance needs. Commissioner Moe described public concerns concerning the 1/2 % proposed sales tax increase resolution for projects by the Highway Department. Moe stated his constituents want to make sure the funds go to the County roads and not a new Highway Department facility. Betts informed the Board that the Salt/Sand building is close to collapsing, but there is no room to build because of the way the Highway Department area is configured. Betts would like to see a new

Highway Department facility built off the Devil Track Road by the County Airport. After much discussion on the topic of using the generated funds to build or improve facilities for the Highway Department, the Board felt that a commitment needed to be made that something would be done to improve Highway Department facilities. Motion was made by Doo-Kirk, seconded by Sivertson, and carried with the following vote to approve the proposed 1/2 % sales tax resolution, adding the word Facilities to the ninth Whereas. Ayes: Doo-Kirk, Sivertson, and Gamble. Nays: Moe and Storlie.

Betts updated the Board on the Highway Department Capital Expenditures for 2017.

There being no further business, the Board adjourned at 3:10 p.m.

---

**HEIDI DOO-KIRK**, Chair  
Cook County Board of Commissioners

---

ATTEST: **BRAIDY POWERS**  
Auditor-Treasurer

**Cook County  
Request for Time**

e-mail form

3.C.

**Before the Board of Commissioners**

1.	a. Topic or Issue: (As should be listed on agenda) Donation	b. Requested Date: 10/25/16	c. Amount of time with Board Consent Agenda <input checked="" type="checkbox"/>
2.	a. Person requesting/presenting Pat Eliason/Braidy Powers	b. Phone: 218-387-3030	c. Email: pat.eliasen@co.cook.mn.us
3.	a. Departments affected: Sheriff's Office	b. Department Head: Pat Eliason	c. Dept been contacted? n/a
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? n/a		
6.	<b>BOARD ACTION REQUESTED</b> (detail what you seek from the board, including motion/vote): Approve the following donations to the Sheriff's Office toward the purchase of a mobile command trailer:  \$2000 from North Shore Health Care Foundation \$500 from Township of Lutsen \$300 from Lutsen Mountains Corporation \$1000 from Tofte Mangement Co LLC		
7.	<b>BACKGROUND AND JUSTIFICATION</b> (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). This is the recently approved purchase of a trailer for Search and Rescue.		
8.	How will this request affect the County Budget? n/a		
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.): Grant and donations		

**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**

3. D.

1.	a. Topic or Issue: (As should be listed on agenda) Renewal of Liquor and Tobacco Licenses	b. Requested Date: 10/25/16	c. Amount of time with Board Consent Agenda <input checked="" type="checkbox"/>
2.	a. Person requesting/presenting 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.	<b>BOARD ACTION REQUESTED</b> (detail what you seek from the board, including motion/vote): Approve by motion renewal liquor and tobacco license applications as shown on attached memos, all subject to required approvals.		
7.	<b>BACKGROUND AND JUSTIFICATION</b> (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 memos listing the renewal applications.		
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: YES <input checked="" 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"/>

# MEMO

DATE: October 25, 2016

TO: Cook County Board of Commissioners

FROM: Rebecca Isbell  
Deputy Auditor-Treasurer

SUBJECT: Liquor Licenses

Please approve the following annual **renewal** applications:

<u>Bearskin Lodge, McCloughan Resorts LLC</u>	<u>On-sale Wine and Strong Beer</u>
<u>Big Bear Lodge, DeLisi, Andrew</u>	<u>On-sale Wine and Strong Beer</u>
<u>Bluefin Bay, Rysdahl, Dennis</u>	<u>On-sale Liquor + Sunday</u>
<u>Cascade Lodge, O'Phelan, Maureen</u>	<u>On-sale Liquor + Sunday</u>
<u>Chicago Bay Marketplace, Mesenbring, Lisa</u>	<u>On-sale Wine and Beer</u>
<u>Chicago Bay Bottle Shop, Mesenbring, Lisa</u>	<u>Off-sale Liquor</u>
<u>Clearview Store, Thompson, Gail</u>	<u>Off-sale Beer</u>
<u>Coho Cafe, Rysdahl, Dennis</u>	<u>On-sale Wine and Strong Beer</u>
<u>Devil Track General Store, Kizek, Brian</u>	<u>Off-sale Liquor</u>
<u>Gunflint Lodge, MJ Resort Inc.</u>	<u>On-sale Liquor + Sunday</u>
<u>Gunflint Pines, Baker, Shari</u>	<u>On/Off sale Beer</u>
<u>Hungry Jack Lodge, Parson, Forrest</u>	<u>On-sale Liquor + Sunday; Off-sale Beer</u>
<u>Lockport Store, Plude-Bradley, Nan</u>	<u>Off sale Beer</u>
<u>Lutsen Liquor Store, Goettl, Paul</u>	<u>Off-sale Liquor</u>
<u>Lutsen Resort, Harrison, D. Scott</u>	<u>On-sale Liquor + Sunday</u>
<u>Mike's Holiday Tofte, Olsen, Brian</u>	<u>Off-sale Beer</u>
<u>Mogul's Grille &amp; Taproom, Mogul's F&amp;B LLC</u>	<u>On-sale Liquor + Sunday</u>
<u>Papa Charlie's Saloon, Skinner, Charles</u>	<u>On-sale Liquor + Sunday</u>
<u>Rosie's Café, Skinner, Charles</u>	<u>On-sale Wine and Strong Beer</u>
<u>Ryden's Border Store, Boomer, Lori</u>	<u>Off sale Beer</u>
<u>Summit Chalet, Skinner, Charles</u>	<u>On-sale Liquor + Sunday</u>
<u>Temperance Liquors, Anderson, Rick</u>	<u>Off-sale Liquor</u>
<u>Tofte General Store, Sanders, Joe</u>	<u>Off-sale Beer</u>
<u>Tofte Bottle Shop, Sanders, Joe</u>	<u>Off-sale Liquor</u>
<u>Trail Center, Hamilton, Sarah</u>	<u>On-sale Liquor + Sunday</u>
<u>Waves of Superior Café, Rysdahl, Dennis</u>	<u>On-sale Wine and Strong Beer</u>
<u>Windigo Lodge, Ekroot-Nelson, Char</u>	<u>Comb. On/Off sale Liquor + Sunday</u>

---

*All subject to applicable Attorney, Sheriff approval, town board approval, liquor liability insurance, worker's compensation compliance, and compliance with local and state ordinances governing liquor licensing.*

---

# MEMO

DATE: October 25, 2016  
TO: Cook County Board of Commissioners  
FROM: Rebecca Isbell  
Deputy Auditor-Treasurer  
SUBJECT: Annual Tobacco Licenses

Please approve the **renewal** of the following tobacco applications:

Chicago Bay Marketplace, Lisa Mesenbring  
Clearview General Store, Gail Thompson  
Gunflint Pines, Shari Baker  
Lockport Store, Nan Plude-Bradley  
Lutsen Liquor Store, Paul Goettl  
Mike's Holiday-Tofte, Brian Olsen  
Ryden's Gas, Ryden-Bakke Partnership  
Ryden's Border Store, Lori Boomer  
Temperance Liquors, Rick Anderson  
Tofte General Store, Joe Sanders  
Tofte Bottle Shop, Joe Sanders  
Trail Center, Sarah Hamilton  
Windigo Lodge, Ekroot-Nelson, Charlette

## Request for Time

## Before the Board of Commissioners

3.E.

1.	a. Topic or Issue: (As should be listed on agenda) Firewise Contract	b. Requested Date: 10/25/16	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:	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.	<b>BOARD ACTION REQUESTED</b> (detail what you seek from the board, including motion/vote): Approve a service agreement with Skildum Enterprises for hazardous fuel reduction on Gust Lake to be paid from the Twin Lakes grant in an amount not to exceed \$4,000 with completion by December 31, 2016.		
7.	<b>BACKGROUND AND JUSTIFICATION</b> (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 service agreement. This is the work previously approved to be completed by Bridgeview Forestry. Bridgeview is no longer available and the work needs to be completed by year end. Our Firewise contractor, Todd Armbruster has negotiated this agreement with Skildum using the existing format of our previous service agreements created by Attorney Hicken.		
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: 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  
GUST LAKE BURN PILES 2016 SKILDUM ENTERPRISES**

This COOK COUNTY HAZARDOUS FUEL REDUCTION PROJECT AGREEMENT (the "Agreement"), is made the 25th day of October, 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 **Skildum Enterprises**, 201 Broadway Avenue, Grand Marais, MN, 55604 (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 Twin Lakes 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  
64 Gust Lake Drive, Grand Marais, MN Totaling 5 acres (within SW $\frac{1}{4}$  of NE  $\frac{1}{4}$  and SE  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of Sect. 15 T62N, R3W). See attached map of project area.
3. Description of Services by Contractor:
  - a) Contractor shall meet with Cook County Firewise Coordinator (Firewise Coordinator) before beginning work.
  - b) Contractor shall burn existing debris piles located throughout the properties listed in Section 2 above.
  - c) Contractor shall obtain and pay all expenses for an open burning permit from the Minnesota Department of Natural Resources which covers the scope of this project prior to beginning debris pile burning.
  - d) Contractor shall use all necessary and reasonable means and methods to prevent the spread of fire beyond the boundaries of the debris piles, including:
    - i. Using guidance from [www.smokeybear.com/debris-burning.asp](http://www.smokeybear.com/debris-burning.asp) and <http://facnetwork.org/pile-burning-lessons-learned/>;
    - ii. Taking into account weather, day length, temperatures, relative humidity, and moisture on the ground; and
    - iii. Using Contractor's own expertise and training as seasonal wildland fire fighters.
  - e) Contractor shall 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 only in limited areas as agreed upon with 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 rate of \$60/hour. **The total cost of work authorized under this proposal shall not exceed \$4,000**, 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 4 weeks from receipt of invoice, due to scheduling of Cook County Board meetings needed for approval of claims.
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. To the extent of his liability, and at his own expense, the 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. Work Dates: Work under this proposal shall be **performed between October 25, 2016 and December 31, 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.
10. 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.

11. 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.
12. 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.
13. 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](http://www.dol.gov) and the State Dept. of Labor and Industry at [www.doli.state.mn.us](http://www.doli.state.mn.us)).
14. 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.
15. 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.
16. 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.
17. 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 2<sup>nd</sup> 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

By: \_\_\_\_\_  
Chris Skildum, Owner

Request for Time

Before the Board of Commissioners

3.F.

1.	a. Topic or Issue: (As should be listed on agenda) SCDP Housing Grant	b. Requested Date: 10/25/16	c. Amount of time with Board Consent Agenda <input checked="" type="checkbox"/>
2.	a. Person requesting/presenting 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.	<b>BOARD ACTION REQUESTED</b> (detail what you seek from the board, including motion/vote): Approve by motion Grant No: CDAP-15-0058-O-FY16 for Residential Owner Rehab for 8 properties in Lutsen in the amount of \$226,800, authorizing the Board Chair and Auditor to sign the agreement.		
7.	<b>BACKGROUND AND JUSTIFICATION</b> (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 contract. The board has approved the application for these funds.		
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 checked="" type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>

**STATE OF MINNESOTA  
GRANT CONTRACT**

**DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT  
BUSINESS AND COMMUNITY DEVELOPMENT DIVISION**

**Small Cities Development Program Grant Contract  
Grant No: CDAP-15-0058-O-FY16  
Cook County/Lutsen Housing Project**

This grant contract is between the State of Minnesota, acting through the Department of Employment and Economic Development, Business and Community Development Division, (STATE) and the Cook County/Lutsen, 411 W. 2nd, Grand Marais, MN 55604 ("GRANTEE").

**Recitals**

1. The State has been allocated funds by the United States Department of Housing and Urban Development under the Community Development Block Grant Program (CDBG) and is authorized to administer the funds pursuant to Minnesota Statutes 116J.401(2). Under Minn. Stat. 116J.402, the State is empowered to enter into contracts as necessary to perform the Commissioner's duties.
2. The State is in need of local units of government to administer projects in accordance with the Small Cities Development Program (SCDP), Minnesota Rules chapter 4300.
3. The Grantee represents that it is duly qualified and agrees to perform all activities and duties described in this grant contract to the satisfaction of the State.

**Grant Contract**

**1 Terms of Grant Contract**

*1.1 Effective date:* 8/3/2016

*1.2 Expiration date:* 9/30/2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

*1.3 Survival of Terms.* The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; 15. Data Disclosure; 18. Assessments; and 30. Program Income.

**2 Grantee's Duties**

*2.1* The Grantee has made application to the State for the purpose of administering a SCDP project in the manner described in Grantee's "APPLICATION," which is incorporated into this agreement by reference.

The Grantee, who is not a state employee, is awarded funds to provide financial assistance to address the need for decent, safe, affordable housing, economic development and public facility needs, and provide a suitable living environment by expanding economic opportunities, principally benefiting low to moderate income households. The activities may include: Housing Rehabilitation – (This includes owner-occupied and single family, duplex and multi-family rental units), Commercial Rehabilitation, and Public Facility Improvements: (i.e., construction or improvements to water and wastewater systems, etc.)

Specific grantee activity will be detailed and set forth in Clause 4.1(a)

*2.2 Provisions for Contracts and Sub-grants.*

*(a) Contract Provisions.* The Grantee must include in any contract and sub-grant, in addition to provisions

that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws.

**(b) Job Listing Agreements.** Minn. Stat. § 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives \$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.

**(c) Payment of Contractors and Subcontractors.** The Grantee must ensure that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

**(d) Secondary Applying Communities.** Any secondary applying community that is a part of this project must comply with all applicable laws and regulations as stated in this grant agreement. All secondary applying communities will complete the DEED “Local Community Resolution for Secondary Communities” and provide to the State in order to benefit from State assistance outlined in 4.1.

**3 Time**

The grantee must comply with all of the time requirements described in this grant contract. In the performance of this grant, time is of the essence.

**4 Compensation and Payment**

**4.1 Compensation.** The Grantee will be reimbursed according to the budget breakdown provided in the table below to support the activities listed in this table:

Fed. Obj.	Activity Code	Activity Title	Unit Goal	Number of households/ persons served	Number of LMI households/ persons served	SCDP Funds	Other Funds	Total
LMH	14A	Res. Owner Rehab.	8	8	8	\$198,000	\$60,200	\$258,200
	21A	Administration				\$28,800		\$28,800
		<b>Totals</b>				<b>\$226,800</b>	<b>\$60,200</b>	<b>\$287,000</b>

**(a) Reduction in Actual Cost.** For projects that involve construction of public facilities, conversion for new housing, or rehabilitation of 8 housing units or more under one site: If bids are 25 percent or more less than estimated project costs presented in the Grantee’s Application, the Grantee must contact the State. Grant amount may be reduced.

**(b) Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$226,800.00**.

**(c) Pre-agreement Costs.** Grantee may incur administrative costs prior to the fully executed grant agreement. This would include work on the environmental clearance, producing rehabilitation policies and procedures, and costs associated with attending SCDP implementation training.

**4.2 Payment**

**(a) Disbursements.** The State will disburse funds to the Grantee pursuant to this Contract, based upon payment requests submitted by the Grantee and reviewed and approved by the State.

Payment requests will be processed on a bi-weekly calendar basis with the calendar being provided by the

State. The total amount of grant funds requested must be two thousand dollars (\$2,000) or more in each payment request. The final payment request, and payment requests made in the two week periods prior to June 30 and September 30 of each year, may be under \$2,000.

The State has authority to withhold payment of administrative funds if adequate progress on contractual goals is not being met.

- (a) **Federal Funds.** Payments under this grant contract will be made from federal funds obtained by the State through Title I CFDA number 14.228 of the Housing and Community Development Act of 1974, as amended. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

Funds made available pursuant to this agreement shall be used only for expenses incurred in performing and accomplishing such purposes and activities during the grant period described above. Notwithstanding all other provisions of this agreement, it is understood that any reduction or termination of Housing and Urban Development funds provided to the State may result in a reduction to the Grantee.

Where provisions of the Grantee's Application are inconsistent with other provisions of this agreement, the other provisions of this agreement shall take precedence over the provisions of the Application.

- (b) **Eligible Costs.** Eligible costs include the costs identified in the Section 4(a) of this Contract that are incurred during the contract period and are also eligible for the CDBG program.

## 5 Conditions of Payment

All activities and duties provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law, or in violation of this contract.

## 6 State's Authorized Representative and Grantee's Project Director

The State's Authorized Representative is Hillary Friend, Grants Specialist, 1<sup>st</sup> National Bank Building, Suite E200, 332 Minnesota Street, St. Paul, MN 55101-1351, (651) 259-7504, [Hillary.friend@state.mn.us](mailto:Hillary.friend@state.mn.us), or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the activities and duties provided under this grant contract.

The Grantee's Project Director is Scott Zahorik, Director of Housing Services, The Arrowhead Economic Opportunity Agency, 702 Third Avenue South, Virginia, MN 55792, (218) 749-2944, [scott.zahorik@aeoa.org](mailto:scott.zahorik@aeoa.org) or his/her successor. If the Grantee's Project Director changes at any time during the grant period, the Grantee must immediately notify the State.

## 7 Assignment, Amendments, Waiver, and Grant Contract Complete

7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 **Amendments and Revisions.** Any changes to this contract including, scope of the project and project activities, the budget, policy outlined in the Application, or the expiration date must be approved in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

**7.4 Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## **8 Liability**

Subject to the provisions and limitations of Minn. Stat. §466, the Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

## **9 State and Federal Audits and Monitoring**

Under Minn. Stat. §16B.98, subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination and will be accessible to the General Accounting Office, the U.S. Department of Housing and Urban Development, State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The State shall monitor grantee performance as outlined in its Action Plan to HUD. The Grantee will make all books, records, documents, and accounting procedures and practices accessible for any monitoring. Monitoring will be based on forms provided by the State.

The Grantee shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156). When a Grantee expends over \$750,000 in federal funds during their fiscal year, an A-133 audit is required to be submitted for that year.

## **10 Government Data Practices and Intellectual Property**

**10.1 Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

**10.2 Intellectual Property Rights.** In the event that the Grantee secures a copyright protection on any of the work product created as part of the project, the Grantee agrees to and does hereby grant to the State and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so for the use by the State, its divisions, instrumentalities, and local subdivisions, all materials, reports, writings, sound recordings, pictorial reproductions, drawings, or other graphical representations, and works developed and/or used in connection with the Project now or hereafter covered by copyright.

## **11 Workers' Compensation**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## **12 Publicity and Endorsement**

**12.1 Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the

sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

**12.2 Endorsement.** The Grantee must not claim that the State endorses its products or services.

### **13 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

### **14 Termination**

**14.1 Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed.

**14.2 Termination for Cause.** The State may immediately terminate this grant contract, or any activity outlined in Section 4.1(a), if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. Termination of an activity outlined in 4.1 could occur due to no submissions of disbursement requests within a 12-month period of time. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**14.3 Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:

- a) It does not obtain funding from the Department of Housing and Urban Development;
- b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the activities outlined in 4.1(a) of this agreement. Termination must be by a written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

### **15 Data Disclosure**

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

### **Other Provisions**

#### **16 Accounting**

For all expenditures of funds made pursuant to this Contract, the Grantee must keep financial records, including properly executed contracts, invoices, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures. Accounting methods must be in accordance with generally accepted accounting principles.

#### **17 Uniform Relocation Assistance and Real Property Acquisition Policies Act**

Permanent easements of land required for any public facilities improvement made using SCDP funds, or in conjunction with SCDP activities, must be acquired in conformance with the provisions of the Uniform Relocation

Assistance and Real Property Acquisition Policies Act of 1970, as amended (49 CFR 24). Budget modification, if necessary to achieve compliance, must be approved in writing by the State.

Unless otherwise approved in writing by State, use of SCDP funds to purchase real property is limited to the value established by appraisal(s) conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Reuse of real property that is acquired with SCDP funds must be approved by the State.

#### **18 Assessments**

Grantee will not assess the SCDP funds share of any public facilities project.

#### **19 Debarment and Suspension Certification**

(If applicable) The Grantee agrees to follow the President's Executive Order 12549 and the implementing regulation "Non-procurement Debarment and Suspension: Notice and Final Rule and Interim Final Rule," found at 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions;" unless excluded by law or regulation. Evidence that contractors are not debarred will be maintained over the life of the grant.

Eligible Contractors: All Grantees are required to verify that all contractors, subcontractors and sub-recipients are not listed on the Federal publication that lists debarred, suspended and ineligible contractors. Evidence of this determination must be readily available to the State throughout the life of the project.

#### **20 Conflict of Interest**

The Grantee must comply with the Conflict of Interest provisions of Minn. Stat. § 471.87 – 471.88 and Subpart K of 24 CFR, Part 570.611 of the Code of Federal Regulations. Grantee will screen for conflicts of interest in any activity that involves individual assistance and exceptions for participation for individual assistance must be approved by DEED.

#### **21 Federal Environmental Standards**

Unless the State indicates otherwise and prior to release of funds, the Grantee is required to conduct an environmental review on project activities to comply with the National Environmental Policy Act of 1969 (NEPA), as amended. Disbursement of funds from the State will not occur until State has issued an environmental clearance to the Grantee.

Grantee must maintain environmental review documentation and records and make them available to the public.

#### **22 Drug-free Workplace/Drug-Free Workplace Awareness Program**

The Grantee agrees to provide a drug free workplace by notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying actions that will be taken against employees for violation of such prohibition. The Grantee must have an Awareness Program, or establish a drug free workplace awareness program to inform employees about the dangers of drug abuse, the availability of drug counseling and penalties for violations of the drug free workplace policy. Prior to release of funds, Grantee will provide evidence of a drug-free workplace to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

#### **23 Prohibition of Excessive Force Policy**

The Grantee agrees to adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations (P.L. 101-144, Section 519). Prior to release of funds, Grantee will provide evidence of a Prohibition of Excessive Force Policy to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

#### **24 Residential Anti-displacement and Relocation Assistance Plan**

The Grantee agrees to adopt, make public and follow a "residential anti-displacement and relocation assistance plan" in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended. This plan must include steps to minimize displacement of residents caused by project activities. Prior to release of funds, Grantee will provide evidence of a Residential Anti-displacement and Relocation Assistance Plan to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

## **25 Fair Housing**

Grantee agrees to abide by and promote all Fair Housing Regulations during the grant period, including conducting at least one unique activity to affirmatively further fair housing each year that the grant remains open. Activities must be reported via the State's Annual Report each year.

## **26 Policies and Procedures**

Where applicable and prior to release of funds, Grantee must approve and maintain policies and procedures which are consistent with the Application and consistent with current SCDP guidance and policy. All policies and procedures must adhere to federal and/or state requirements.

## **27 Federal Labor Standards**

When applicable, Grantee must comply with all federal Davis Bacon and Related Act requirements (DBRA). Grantee must follow DEED's "12 Step Instructions" that are available on the SCDP portion of the DEED website in order to comply with DBRA. Grantee must submit the DEED "Notice of Contract Award" to DEED staff within 14 days of each contract award where DBRA applies and before using grant funds to pay contractors or subcontractors. For projects involving a public facility or rental rehabilitation of eight or more units, copies of the first payroll for each contractor and/or subcontractor working on the project will be provided to DEED staff for review before any cash disbursements for the activity are issued by the State.

## **28 Use of Out of State Contractors**

The Grantee must comply with Minnesota Statutes, Section 290.9705 by either:

A. Depositing with the State, eight percent of every payment made to non Minnesota construction contractors, where the contract exceeds \$50,000; or

B. Receiving an exemption from this requirement from the Minnesota Department of Revenue.

## **29 Reporting**

Grantee shall submit reports annually during the grant period to the State by October 15, or the date designated by the State. All other reports must be in accordance with the reporting requirements set forth in Minnesota Rule 4300.3200. Grantee shall use the reporting forms provided by the State.

## **30 Program Income**

Program Income is defined as any income equal to or exceeding \$35,000 in a federal fiscal year (October 1-September 30) received by the Grantee from repayments on deferred or installment loans made from SCDP grants. Any income received from these SCDP loans that total less than \$35,000 in a federal fiscal year, is not Program Income, but must be reused for an SCDP approved purpose. Total Program Income expenditures for the year must be reported on the expenditures section of the annual report.

Grantee agrees to have a "SCDP Income Reuse Plan" on file that states how Program Income and other funds generated from the grant will be reused. This plan should prescribe that funds will be reused for an approved SCDP purpose and be consistent with the Grantee's Application. If the funds received by the Grantee cannot be utilized by the Grantee within a reasonable amount of time, the State may ask for the funds.

Annual Post Closeout Program Income Reporting: Following grant closeout, the Grantee must report Program Income to the state by October 15 of each year. Reporting must include Program Income:

- Funds received during the federal fiscal year,
- Expended during the federal fiscal year, and the funds

- Balance at the end of the federal fiscal year.

This reporting will be completed online using the “[Post Closeout Online Reporting](#)” and if applicable the “Post Closeout Program Income Expenditure Reporting Form” located on the DEED/SCDP website. These forms can be found on this webpage: <http://mn.gov/deed/government/financial-assistance/community-funding/>.

Grantees should track Program Income (\$35,000 or more received in a fiscal year) and other income from SCDP loans (under \$35,000 in a year) with separate accounts. These funds do not include Minnesota Investment Funds.

Refer to SCDP A-Z Guide for additional information.

### **31 Procurement**

The Grantee must maintain documentation that shows that professional services were procured in accordance with "The Common Rule," Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at 24 CFR, Part 85, as amended. Services obtained from an HRA, RDC, or nonprofit organization do not have to be procured by competitive negotiation, but contracts for these services must only be on a cost reimbursement basis, accounted for in accordance with "The Common Rule."

All construction contracts will require competitive bidding, unless waived by the State.

### **32 Equal Employment & Section 3**

Grantee must include Executive Order 11246 (Standard Federal Equal Employment Opportunity Construction Contract Specifications) as well as the Section 3 Clause §135.38, notice regarding economic opportunities for low and very low income persons in all Grantee bidding and contract documents for which the construction costs exceed \$100,000. All Grantees must have a Section 3 and Women or Minority-Owned Business plan documenting how they will promote the use of Section 3 and women or minority-owned contractors and collect the SCDP Section 3 and Women or Minority-Owned Business Certification form(s) from all contractors used on the project.

### **33 Public Hearing**

The Grantee will hold a second public hearing (first was held for submission of Application) that includes a citizen participation opportunity midway through the implementation period to solicit public feedback on grant progress and results. The public hearing must be publicly advertised and minutes from the hearing and evidence that the hearing was publicly advertised will be provided to the State, if requested. Documentation that the second public hearing was held will be made on the final report to DEED.

### **34 Record Retention**

The Grantee will maintain all grant related records and files for six years after grant closeout. If applicable, the Grantee will maintain files for all individual, SCDP deferred or installment loans until they have expired.

### **35 Bid Specifications**

For projects that involve construction of public facilities, new housing construction, conversion for new housing, or rehabilitation of 8 housing units or more under 1 site: Grantee will provide State with bid specifications (not maps or architectural drawings) for review and approval.

### **36 Rental Development Agreement**

When applicable and prior to release of funds, the Grantee will provide the State with a development agreement between the Grantee and developer and, if applicable, the management company who will manage the building(s). The agreement(s) will include provisions to ensure that rents and utility costs charged for housing units meet current DEED standards and incomes of tenants are within the current HUD section 8 limits. If applicable, the agreement would also ensure against the economic displacement (rents and utilities raised to above 30% of a household's gross, monthly income) of any current housing tenants.

### **37 National Objectives**

All activities outlined in the Grantee Application and table contained in 4.1 shall meet a National Objective as

outlined by the CDBG program. In the event that any facility used for multi-family rental housing no longer meets the Benefit to Low and Moderate Income People National Objective, the SCDP construction funds used to construct or renovate the facility will be returned to the State within a reasonable time frame. This provision will expire five years after the closeout date associated with the final Grant Adjustment Notice, unless a different time period is contained in the Application.

**38 Lead Based Paint**

For activities that involve the renovation of housing, the Grantee will follow the DEED lead policy that is outlined on the SCDP web site.

The State and Grantee acknowledge their assent to this agreement and agree to be bound by its terms through their signatures entered below.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. ' ' 16A.15 and 16C.05.*

Signed: DARRYL SCARBOROUGH

Date: 9/12/2016

**3. STATE AGENCY**

By: \_\_\_\_\_

(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract/PO No(s). \_SC111489 PO3000257001 PR22919

**2. GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:  
Agency  
Grantee  
State's Authorized Representative - Photo Copy

Cook County/Lutsen  
Grant #CDAP-15-0058-O-FY16

**Cook County**

**Request for Time**

**Before the Board of Commissioners**

e-mail form

4.A.

1.	a. Topic or Issue: (As should be listed on agenda) Door System for Community Center	b. Requested Date: 10-25-16	c. Amount of time with Board 30 minutes
2.	a. Person requesting/presenting Diane Booth	b. Phone: 218-387-3015	c. Email: diane.booth@co.cook.mn.us
3.	a. Departments affected: Community Center, Maintenance	b. Department Head: Diane Booth	c. Dept been contacted? Yes
4.	a. Has the Board addresses this before? Yes	b. If so, When? Put in budget	c. What was the result? We have funds in budget for front door.
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified? Maintenance, yes.		
6.	<b>BOARD ACTION REQUESTED</b> (detail what you seek from the board, including motion/vote): Please review two options for rekeying the CC Community Center building. We can do 1 of 2 options: (1) Replace the front door and rekey major doors at the Community Center building for ~ \$6,344. (2) Go to a card reading system to program keys. Replace front door and add electronic strike plates to the major doors of the Community Center building for ~ \$16,602.85.		
7.	<b>BACKGROUND AND JUSTIFICATION</b> (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).  We have some safety concerns without a window in our front door and have had some people not returning keys as requested. We need to at a minimum replace the front door and rekey the building. We would like to go to a key card system so that we can better control the use / safety of the building.  There is currently funding in our capital purchase fund of \$20,365 that was allocated to a front door and new lighting in the arena. We would like to use those funds for a key card system and have requested lighting in the arena for 2017.		
8.	How will this request affect the County Budget? It will increase our capital requests for the building between 2016 and 2017 by \$10, 258.85		
9.	Have funds been budgeted/allocated for this request? Only for the front door replacement.		
10.	If funds have been budget or allocated, please give details (i.e., levy, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.): Capital funds for Community Center in 2016 budget for front door replacement		

**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 Community Center  
Quotes on Two Door Systems  
(see attached)**

<b>Keyed Door System</b>		<b>Electronic Card System</b>	
		Main System	
Front Entry Door	\$2,455.00	Front Entry Door	
Installation	\$2,040.00	Kitchen Door	
<b>Rekey of building</b>		Subtotal	\$4,504.03
12 cylinders	\$415.00		
170 new keys	\$754.00	Janitor Closet Door	
Installation	\$680.00	Main Arena Door	
		Subtotal	\$3,250.99
<b>Grand Total</b>	<b>\$6,344</b>	Back Arena Door	
This does not include 4H building, small conference room, or my office. We will have to continue tracking keys, purchasing new keys yearly, trying to get them back, and safety concerns with keys floating around community.		Subtotal	\$2,882.83
		<b>Total</b>	<b>\$10,637.85</b>
		<b>Northern Door Cost / Installation , etc.</b>	
		Front Entry Door	
		Janitor Closet Strike	
		Kitchen Door	
		Subtotal	\$5,325.00
		Arena Door Strikes	640.00
		<b>Total</b>	<b>\$5,965.00</b>
		<b>Grand Total</b>	<b>\$16,602.85</b>
		Does not include 4H building or small conference room, or my office. Eventually we could add those spaces down the line ...	

# NORTHERN DOOR & HARDWARE, INC.

2202 WEST FIRST STREET P.O. BOX 16026 DULUTH, MN 55816-0026  
PHONE: (218) 722-9531 FAX: (218) 722-9098

DATE: October 12, 2016

SHEET: 1 of 2

TO: GRAND MARIAS COMMUNITY CENTER

ATTN: DIANE

QUOTE: # 16-0670 (Revised)

RE: DOOR WORK

WE WISH TO QUOTE YOU THE FOLLOWING MATERIALS:

## EXTERIOR ENTRANCE

1ea - L18 4 HOLLOW METAL DOOR FLUSH RHR (TO FIT EXISTING FRAME)  
W/HINGES, RIM EXIT DEVICE, ELEC STRIKE, CLOSER, W/S & SWEEP

\$ 2,230.00

Add: door lite "G" 22" X 28"      ADD \$ 225.00

## KITCHEN & MECHANICAL ROOM DOORS

2ea - ELECTRIC STRIKES

\$ 830.00

LABOR TO INSTALL ALL ABOVE \$ 2040.00

**TOTAL QUOTE \$ 5,325.00**

## NOTE:

WE DO NOT INCLUDE CARD READER SYSTEM OR ANY ELECTRICAL  
WIRING MATERIALS OR LABOR

PAINTING OF DOOR BY OTHERS

NO TAX INCLUDED - MATERIALS ONLY - F.O.B. JOBSITE  
TERMS: NET 30 DAYS - NO RETAINAGE ALLOWED- QUOTE GOOD FOR 30 DAYS

NORTHERN DOOR & HARDWARE, INC.

*Brian Joki*

BY: Brian Joki, AHC



ENDRESEN SOUND COMPANY INC.

# Proposal

100-8760

Phone # 218-727-3267 Fax # 218-624-7444  
Mail to: PO Box 1095  
Ship to: 420 3rd Ave  
Proctor, MN 55810

**Customer:**

Date: 9/26/2016

Cook County Community Ctr  
317 W. fifth Street  
Grand Marais, MN 55604

**Fax:** email

**Attention:** Diane Booth

**Reference:** Access Control System

**Qty Stock Number/Description**

We propose to furnish and install the following keycard access control system for the listing doors below.  
We will install the system software into the browser base network.

**KEYCARD ACCESS CONTROL SYSTEM**

Access control on Kitchen & Front Entry Doors

- 1 Interlogix TP-SYS-2D - TruPortal 2-Door Base system without readers. Consists of a TP-SYS-2D
  - 1 Altronix AL400ULACM - 4 amp Access Control Power Supply
  - 4 12volt 8AH batteries
  - 2 1010-5395CG100 - HID 5395 ThinLine II Switch Plate Proximity Card Reader (125 KHz)
  - 1 Miscellaneous Hardware, Boxes, Cabled Wire, Material, etc..
  - 1 Labor to install the wiring for the card readers & elec. strikes
  - 1 Labor to terminate, program, certify access control system & instruct owner
- PRICING FOR MAIN SYSTEM, KITCHEN & FRONT ENTRY DOORS - \$4,504.03

Access Control on Janitor & Main Arena doors

- 1 Interlogix TP-ADD-2D-BRD - TruPortal 2-Door Interface Module. Board only.
  - 2 5395CG100 - HID 5395 ThinLine II Switch Plate Proximity Card Reader (125 KHz)
  - 1 Miscellaneous Hardware, Boxes, Cables Wire, Material, etc..
  - 1 Labor to install the wiring for the card readers & elec. strikes
  - 1 Labor to terminate, program, certify operaton of access control doors
- PRICING FOR JANITOR DOOR & MAIN ARENA DOOR - \$3,250.99

**THIS PROPOSAL DOES NOT INCLUDE ANY APPLICABLE SALES TAX UNLESS SHOWN AND IS VALID FOR 60 DAYS.**

**Sales Tax (7.375%)**

**Total**

Customer's authorization

ESC System's Representative

SHEET: 2 of 2

TO: GRAND MARIAS COMMUNITY CENTER

ATTN: DIANE

QUOTE: # 16-0670 (Revised)

RE: DOOR WORK

WE WISH TO QUOTE YOU THE FOLLOWING MATERIALS:

**ARENA DOORS**

LOBBY	1ea - ELECTRIC STRIKE	ADD \$ 320.00
BACK DOOR	1ea - ELECTRIC STRIKE	ADD \$ 320.00

**REKEY OF BUILDING**

12ea - CYLINDERS	\$ 415.00
170ea - KEYS CUT (RESTRICTED KEYWAY)	\$ 754.00

LABOR TO INSTALL ALL ABOVE \$ 680.00

TOTAL QUOTE \$ 2,489.00

ALL WORK QUOTED GRAND TOTAL \$ 7,814.00

NO TAX INCLUDED - MATERIALS ONLY - F.O.B. JOBSITE  
TERMS: NET 30 DAYS - NO RETAINAGE ALLOWED- QUOTE GOOD FOR 30 DAYS

NORTHERN DOOR & HARDWARE, INC.

*Brian Joki*

BY: Brian Joki, AHC



**ENDRESEN SOUND COMPANY INC.**

Phone # 218-727-3267 Fax # 218-624-7444  
Mail to: PO Box 1095  
Ship to: 420 3rd Ave  
Proctor, MN 55810

# Proposal

100-8760

**Customer:**

Date: 9/26/2016

Cook County Community Ctr  
317 W. fifth Street  
Grand Marais, MN 55604

**Fax:** email

**Attention:** Diane Booth

**Reference:** Access Control System

**Qty      Stock Number/Description**

- 1      Access Control on Arena Exit East Door
  - 1      Interlogix TP-ADD-2D - TruPortal 2-Door Add-on. Consists of a TruPortal 2-Door Interface Module installed in UL listed enclosure w/ 4 AMP power supply.
  - 2      12volt 8AH batteries
  - 1      5395CG100 - HID 5395 ThinLine II Switch Plate Proximity Card Reader (125 KHz)
  - 1      Miscellaneous Hardware, Boxes, Cabled Wire, Material, etc..
  - 1      Labor to install the cabled wiring to reader & elec. strike
  - 1      Labor to terminate, program, operation of card reader at arena east exit
- PRICING FOR ARENA EAST EXIT DOOR - \$2,882.83

NOTE: Customer is responsible for the electric strikes and the installation of the electric strikes.

**THIS PROPOSAL DOES NOT INCLUDE ANY APPLICABLE SALES TAX UNLESS SHOWN AND IS VALID FOR 60 DAYS.**

<b>Sales Tax (7.375%)</b>	\$0.00
<b>Total</b>	\$10,637.85

\_\_\_\_\_  
Customer's authorization

\_\_\_\_\_  
ESC System's Representative

Cook County

e-mail form

Request for Time

5.1.A.

Before the Board of Commissioners

1.	a. Topic or Issue: (As should be listed on agenda) Rezone of parcel from GC to R-1, Schroeder	b. Requested Date: October 25, 2016	c. Amount of time with Board 10 minutes	Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting Bill Lane	b. Phone: 3635	c. Email: bill.lane@co.cook.mn.us	
3.	a. Departments affected: Land Services	b. Department Head: Tim Nelson	c. Dept been contacted? Yes	
4.	a. Has the Board addressed this before? Yes	b. If so, When? February, 2016	c. What was the result? Rezone property from GC to R-1, Tofte	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified? Assessor's Office, MIS...yes			
6.	<b>BOARD ACTION REQUESTED</b> (detail what you seek from the board, including motion/vote): Based upon unanimous approval by the Planning Commission, Board of Commissioners' approval of the rezone from GC to R-1 is sought.			
7.	<b>BACKGROUND AND JUSTIFICATION</b> (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 Planning Commission narrative.			
8.	How will this request affect the County Budget? n/a			
9.	Have funds been budgeted/allocated for this request? n/a			
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.): n/a			

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 PLANNING COMMISSION REPORT TO THE BOARD OF COMMISSIONERS

Application date: September 1, 2016

Hearing date: October 12, 2016

Property description: Part of Government Lot 4, Section 31, Township 59 North, Range 4 West.

Parcel ID: 20-131-3390.

Fee Paid: \$400

Case #: 2016-2ZC

Name: Cheryl Buckman

106 Skou Road

Schroeder, MN 55613

Request to rezone a parcel from Single Family Residential/General Commercial to Single Family Residential on property adjacent to Skou Road, Schroeder.

1. The .78-acre property was quit-claimed to the applicant in 1999.
2. The property's residence was constructed in 1934 and the parcel itself supported a service station during the early years of Cook County tourism.
3. The property overlay demonstrates multiple zoning: including both Single Family Residential (R-1) and General Commercial (GC).

---

Relevant Excerpts from the Land Use Guide Plan for Cook County, Minnesota (2016)

*Changing Reality*

Housing

Too much of Cook County's housing is unaffordable for too many residents. Cost of land, access, well and septic can easily total \$90,000 before any construction occurs. This greatly restricts the ability of new residents to move into the county.

Go Cook identified factors raising housing costs as being: low supply of available land, lack of infrastructure, zoning restrictions, and limited financing

*Land Use Pattern*

Schroeder, Tofte and Lutsen have adopted community plans and the latter two have used them to secure community-specific zoning provisions under the County's ordinance.

*Assessment/Land Use Pattern*

County's development pattern is long-standing and has been determined by a combination of historical development (e.g., fishing communities along the shore), access roads into the interior, distribution of privately owned land, and of course, the strong linear force of Highway 61.

There is currently nothing to suggest that the basic land use pattern will or should change, although land use trends will continue to be monitored to evaluate whether any changes

should be considered.

## Cook County in 2035

### *General Conditions throughout Cook County*

Growth in residential and commercial development is concentrated in community centers helping to control public service costs and preserve the county's valuable wild and undeveloped character.

There are adequate amounts of quality, affordable housing for workers, families and the elderly that blends into the community, takes advantage of limited land availability and infrastructure, and is energy efficient.

Mixed use residential/commercial development situated in areas of denser development supports economic activity while meeting housing needs.

### *Coordination*

Township plans relate only to the authorities exercised by the townships including such matters as town roads, recreational facilities, community centers and the like. None of the townships has adopted and administers its own land use controls ordinance. Township plans have no legal authority to create, direct or govern the administration of County ordinances and services. The plans can serve as the basis for seeking to influence county ordinances such as to secure township-specific language in zoning or sign control. In fact, Toft's plan called for development design controls specific to the township, which controls were incorporated by the County into its zoning ordinance.

### *Strategic Initiatives*

#### Land Use Regulations and Administration

Implement changes to County land use regulations regarding permits, project review, project phasing and fees, timeliness, and administration with the intent to streamline development and reduce costs for individuals and developers while retaining the purpose and integrity of the regulations. Regulations and their administration recognize the ability of individuals to build their own homes and structures and, where appropriate, should accommodate to their needs regarding such matters as project timing and inspections.

### *Guiding Principles*

#### General Land Use

Rezoning of land must consider the existing quantity of land available at the appropriate locations and at that time for a given purpose.

Land ownership should not be a sole determining factor in the development or non-development of land. Overall development patterns of adjacent areas, the ability to economically provide needed public services, natural features, the land's importance or potential importance to larger ecosystems, impacts on the local economy, and other such

intrinsic factors must be considered as well.

Review of conditional uses and rezoning must evaluate impacts on, but not limited to: relationship to land use plan, benefit to the overall community, adjacent use, air and water quality, traffic generation, public safety and health, area aesthetics, and economic impact on area.

Redevelopment of already developed lands is generally preferred over the development of undeveloped land.

### *Guiding Principles*

#### Residential

Residential density should be greatest near areas of concentration of commercial and public services and employment opportunities.

#### Commercial

Expansion should be provided for all commercial centers without adversely impacting residential or open space districts.

#### Administrative and Governmental

The adopted land use plan should represent a tool for public and private decision making regarding land use.

Land use related decisions shall recognize the need to duly consider the rights and responsibilities of the general public good with the corresponding rights and responsibilities of the individual.

County supports efforts by townships and unorganized areas to create their own community plans.

---

Amendments to the Zone District Map, as described in Section 4.02 of this Ordinance, shall include an evaluation of the following considerations:

*a. Is the proposed zoning consistent with the comprehensive plan or land use plan adopted by the County?*

This property has historically included both commercial and residential use. However, the history of the Schroeder landscape demonstrates a gradual erosion of commercial land uses in favor of a residential mosaic. Reversion (or formal recognition) to a residential zone district means the property blends into adjacent R-1 zoning and recognizes that sometimes, properties are defined by the use and not by a projection of future land uses.

*b. Has a mistake been made in the original zoning which was inconsistent with the comprehensive or land use plan, which should now be corrected along with the zoning; or have substantial changes occurred in the community since the adoption of the*

*comprehensive or land use plan, which should result in the plan(s) and the zoning being amended?*

In fact, it appears a mistake has been made in the zoning designation. Moreover, that mistake means the parcel includes both residential and commercial overlays. A review by Land Services indicates the GC zone was not extended to the property line and instead, ended at the section line, resulting in a small piece of the Buckman parcel remaining as R-1. This was not identified during the early 2000's zoning review and subsequently, was transferred to electronic zoning overlays. Given current and projected use, this property fits best with residential zoning.

*c. Does there exist a clear public need for the benefit from additional zoning of the type proposed, which shall be above and beyond any benefit or convenience to the landowner?*

This parcel is currently used for residential purposes. The benefit of rezoning is to apply the R-1 zone district uniformly throughout the property, removing the misplaced GC inclusion on the parcel.

*d. Beyond a public need being evident, is there a showing that the public interest would be best served by rezoning the property in question rather than other property in the community?*

During the halcyon years of Schroeder, the parcel supported a service station and auto repair business. The town center of Schroeder includes a broad swath of GC zoning, which suggests there was an overly optimistic economic projection for the town. In recent years, the property has served solely as a residence and commercial opportunities were effectively removed during the Highway 61 expansion which placed a rest area below the subject parcel. Residential zoning makes sense for the property and for the community.

*e. In the case of down zoning, which is the changing a zone district from a high or more intensive use to a lower or less intensive use, does the proposed zoning shall allow the property owner a reasonable use of his property under the terms of this Ordinance, as well as serve the public interest?*

This represents "down-zoning" and allows pragmatic use of the property.

---

Thirty-six letters of notification were sent to adjacent property owners. At the time of this narrative preparation, one phone comment was received from Jim O'Connell who had no concerns about the rezone request.

#### Planning Commission Meeting Review

Following the Land Services Review, Chairman Barton opened the meeting to the public. Kim Wolff, representing the property owners raised several concerns about the rezoning, suggesting

that if in fact there was improper zoning on the property, why does the burden fall on the property owners to correct the mistake? This argument found merit with members of the Commission, who generally expressed support for some type of remuneration of the application fee.

In response, Lane indicated that the zoning review in 2005 was undertaken with a “broad brush approach”, rather than on an individual “parcel by parcel” consideration. He affirmed that the property does have multiple zones and that the most relevant zone would be R-1. This suggestion was supported by Land Services Director Nelson, who further suggested that some zoning mistakes likely “remain that have yet to be identified”.

At the behest of Chairman Barton, Commission members uniformly expressed “no problem” with the rezone request. Commissioner Gervais offered a motion to approve the rezoning to Single Family Residential, which was seconded by Commissioner Seaton. By unanimous vote, the Planning Commission approved the rezone request, forwarding their recommendation to the Board of Commissioners.

PETITION FOR REZONING

COOK COUNTY PLANNING COMMISSION

FEE: \$400.00

Date:	9/2/16
Parcel #	20-131-3390
Case #	2016-27C
Fee Paid:	\$400.00

Rezoning is a legislative change of the law (the zoning ordinance) of the County. Rezoning is a process that must consider the public benefit and the intent of the County Land Use Plan. Rezoning should not be used as a substitute for a permitting process, which may modify or make exceptions to regulations on a single property, but not change the regulations or their intent.

The Cook County Zoning Ordinance provides that:

*Section 12.01 General*

*This Ordinance, and the Zoning Map, may be amended whenever the public health, safety, convenience and general welfare would best be served by such amendment, in accord with the County's Comprehensive or Land Use Plan, if any, by the procedures set forth in this article.....*

*Section 12.03, D.1 Amendments to the Zone District Map, as described in Section 4.02 of this Ordinance shall include an evaluation of the following considerations:*

- a. *Is the proposed zoning consistent with the comprehensive plan or land use plan adopted by the County, if existing?*
- b. *Has a mistake been made in the original zoning which was inconsistent with the comprehensive or land use plan, which should now be corrected along with the zoning; or have substantial changes occurred in the community since the adoption of the comprehensive or land use plan, which should result in the plan(s) and the zoning being amended?*
- c. *Does there exist a clear public need for the benefit from additional zoning of the type proposed, which shall be above and beyond any benefit or convenience to the land owner?*
- d. *Beyond a public need being evident, is there a showing that the public interest would be best served by rezoning the property in question rather than other property in the community?*
- e. *In the case of down zoning, which is the changing of a zone district from a higher or more intensive use to a lower or less intensive use, does the proposed zoning allow the property owner a reasonable use of his property under the terms of this Ordinance, as well as serve the public interest?*

See other side.

Applicant's full name: Sheila Fryberger and Cheryl Buckman

Address: 106 Skou Rd, Schroeder MN

Phone: 218-663-8777 (Kim Wolff, Agent)

Legal description of property: (attach a copy of the property description from the Recorder's Office, and, from the Assessor's Office, a copy of the map showing property boundaries in relation to neighboring properties and a map showing enough area so that the location of the property in relation to surrounding zoning districts can be indicated.)

Part of Gov't Lot 4  
1/4 of 1/4 of Section 31 Township 59N Range 4W

Area of Parcel of land in acres or square feet: \_\_\_\_\_

Present Zoning District GC Proposed Zoning District R1 w/substandard size lot

**With reference to the above quoted Ordinance provisions relating to zone changes, answer the following questions. Add other pages for a full explanation of your petition, or you may present the reasons and justification for your petition in narrative form on separate pages.**

See Attached

1. What is the reason for the proposed change and/or what is the nature of the expected effect of this change?

2. Explain how the reasoning and the results are consistent with the County Land Use Plan.

3. Was there an error in the present zoning that is being corrected by this proposed change and what is the error?

4. Is there a clear public need or benefit from this rezoning and what will it be?

5. Why will this property, rather than any other, best serve the public?

6. Are there changed conditions since the last zoning amendments which make this zoning change necessary and what are these conditions?

7. Is this a down zoning to a district of less intense usage? Will the property owner still retain reasonable use of his property either with or without this proposed change? Explain.

8. Are there other circumstances that justify this zone change?

Applicant's Signature Cheryl A. Buckman Date: 8/30/2016

**Petition for Rezoning**  
**106 Skou Rd, Schroeder**

Pursuant to Section 12.03, D.1 Amendment to the Zone District Map, as described in Section 4.02 of this Ordinance, please see the following evaluation of requested considerations:

- a. Is the proposed zoning consistent with the comprehensive plan or land use plan adopted by the County?  
Yes, the proposal to rezone this residential home from general commercial to residential is consistent with the County's Land Use plan to provide for more affordable housing in the county. The home is surrounded by residential lands and home. While there was at one time a service garage on the property, that was removed many years ago and the property has been used as a single family residence. There is ample commercial property available in Schroeder that is vacant across the highway.
  - b. Bill Lane indicated that there was a mistake in the original land use plan with the zoning, wherein the zoning map doesn't go through to the section line, this should be corrected in this re-zone.
  - c. There is a clear public need for the re-zoning of the land to residential because of the demand for affordable housing.
  - d. There is a showing that the public interest is best served by rezoning this land to residential land; the surrounding lands in this area are residential already and it would make this area a consistent residential area.
  - e. This down zoning does allow the property owner a reasonable use of this property under the terms of the residential ordinance.
-

Answers to Questions in the Zone Change Application:

- 1) The reason for the proposed zone change is that the existing home should qualify for a conventional home mortgage, hopefully for a first time home buyer. In order to qualify for the mortgage, the property must be zoned as a residential property rather than a commercial property.
  - 2) This proposed zone change is consistent with the County Land Use Plan in that our county seeks to provide and support more opportunities for its community members to obtain affordable housing. This home is currently listed for sale at a price affordable for young families in our area, and therefore meets the guiding criteria of the existing land use plan for Cook County.
  - 3) Petitioner is unaware of any error, Bill Lane may be able to provide further information on any error.
  - 4) There is a clear public need in our community for affordable housing for young families and a rezone of this property to residential helps meet this need.
  - 5) This property already has a nice functional family residence on the property, therefore it makes most sense to re-zone this as a residential R1 zoned property.
  - 6) Relative to changed conditions since the last zoning amendment, the property no longer has a commercial use, it is now only used as a residential use.
  - 7) This is a down zoning, with less intense usage as a residential home than a commercial property. The owner shall retain reasonable use of the property ONLY with the change of zoning to R1.
  - 8) We would like to see with the zone change the confirmation from the commission that a future owner of the property can build a detached garage on to the property without the need for a variance if the setbacks are met despite the substandard lot size. This is a reasonable use of the property, there was at one time in the '90's a garage on the property, which was removed, and it is a reasonable request providing the setbacks are met on the property that a person can install a detached garage in the future with the application of a land use permit rather than having to go through the expensive process of a variance for a garage.
-

No delinquent taxes and transfer entered;  
Certificate of Real Estate Value ( ) filed  
(X) not required Certificate No. 99

April 22  
Carol Brescany  
County Auditor-Treasurer  
by John Brickner  
Deputy

Document No. 87357

STATE OF MINNESOTA }  
COUNTY OF COOK } SS

I hereby certify that the within instrument  
was filed in this office for record

April 22, 1999

at 10:50 A.M. and was duly recorded

in book 171 of Deeds page 574

Dusty Neoms  
Cook County Recorder

By \_\_\_\_\_  
Deputy

**QUIT CLAIM DEED--INDIVIDUAL TO INDIVIDUAL**

STATE DEED TAX DUE HEREON: \$ 1.65

Date: April 7, 1999.

FOR VALUABLE CONSIDERATION, Maybelle R. Skou, a single woman, Grantor, hereby convey and quit claim to Sheila Skou Fryberger and Cheryl Ann Buckman, as joint tenants and not as tenants in common, Grantees, real property in Cook County, Minnesota, described as follows:

SEE ATTACHED LEGAL DESCRIPTION.

The seller certifies that to the best of sellers' knowledge there is \_\_\_\_\_ well located on the above-described real property.

Reserving unto the Grantor herein, a life estate in the above entitled property, providing that she shall be able to live in the homestead for as long as she can maintain it as her homestead.

Total consideration for this transaction is less than \$500.00

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Affix Deed Tax Stamp Here

Maybelle R. Skou  
Maybelle R. Skou

STATE OF MINNESOTA)

)ss.

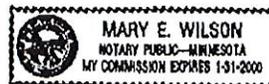
COUNTY OF ST. LOUIS)

COOK

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of April, 1999, by Maybelle R. Skou, a single woman.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

Mary E. Wilson  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT



PARCEL ONE:

That part of Government Lot Four (4), Section Thirty-one (31), Township Fifty-nine (59) North, Range Four (4) West of the Fourth Principal Meridian, described as follows:

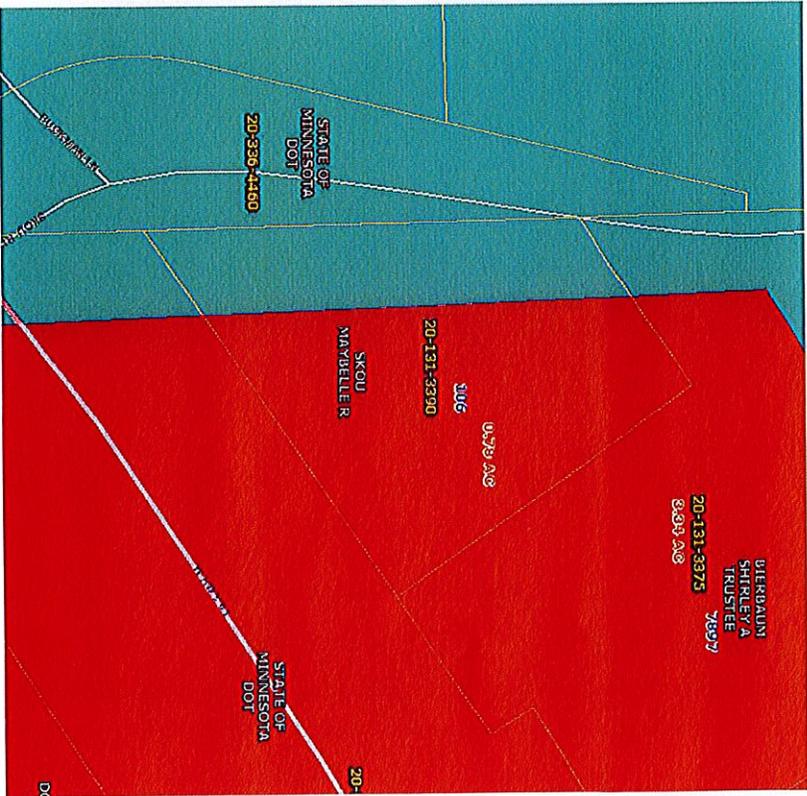
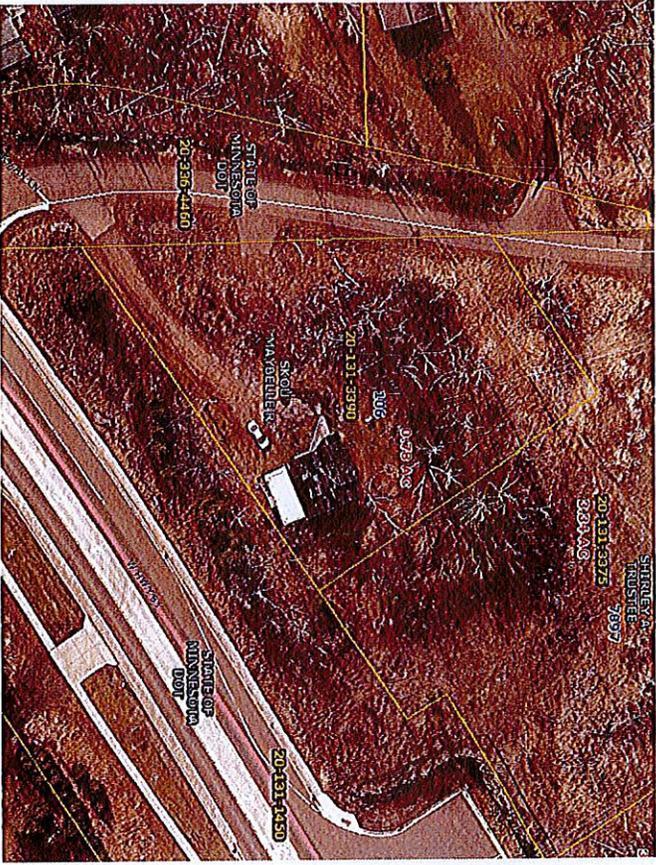
Commencing at the Southwest corner of said Section 31; thence North 00 degrees 29 minutes 14 seconds East, assumed bearing, along the west line of said Section, 704.48 feet to the northwesterly line of that certain exception to the parcel described in Warranty Deed Record Number 54, page 128, on file in the office of the Cook County Recorder, which is the point of beginning of the land to be described; thence North 58 degrees 39 minutes East, along said northwesterly line, 141.42 feet to the most northerly corner of said exception; thence North 31 degrees 16 minutes West 50.00 feet; thence South 58 degrees 39 minutes West to the west line of said Section; thence South 00 degrees 29 minutes 14 seconds West, along the west line of said Section, to the point of beginning, according to the map or plat thereof on file and of record in the office of the County Recorder, Cook County, Minnesota.

Subject, however, to reservations, easements and restrictions of record.

PARCEL TWO:

That part of Government Lot Four (4), Section Thirty-one (31), Township Fifty-nine (59) North, Range Four (4) West described as follows to wit: Commencing at the point where the west line of said Government Lot 4, Section 31-59-4 West intersects with the North boundary line of Minnesota Trunk Highway #61, (said point being 860.0 feet S 1 degree 57 Minutes W of the Northwest corner of Lot 4); thence north on said west line of Lot 4 a distance of 95.0 feet to the place of beginning; thence to the right on a line running N 58 degrees 39 minutes E for a distance of 230.0 feet, thence to the left on a line running N 31 degrees 15 minutes W for a distance of 143.00 feet; thence to the left on a line running S 58 degrees 39 minutes W for a distance of 145.0 feet to the west line of said Lot 4; thence south along the west line of said Lot 4 a distance of 175.0 feet to the place of beginning;

Subject, however, to any mineral reservations or exceptions of record. Subject, further, however, to an easement in the State of Minnesota for Highway No. 61.



Cheryl Buckman: 2016-24V; October 12, 2016



106 Skou Road



**Cook County  
Request for Time  
Before the Board of Commissioners**

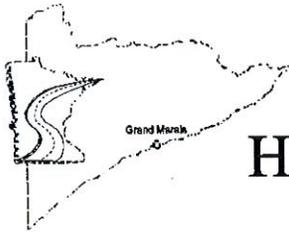
e-mail form

b.A.

1.	a. Topic or Issue: (As should be listed on agenda) Winter Maintenance on SGSDs	b. Requested Date: 10/25/16	c. Amount of time with Board 5 minutes
2.	a. Person requesting/presenting David Betts	b. Phone: 218-387-3695	c. Email: david.betts@co.cook.mn.us
3.	a. Departments affected: Hwy Dept	b. Department Head:	c. Dept been contacted?
4.	a. Has the Board addressed this before? <b>Yes</b>	b. If so, When? 2015	c. What was the result? Awarded
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?		
6.	<b>BOARD ACTION REQUESTED</b> (detail what you seek from the board, including motion/vote): We recommend awarding snowplowing to the following contractors: <ul style="list-style-type: none"> <li>• Evergreen Road to Mike Rose Excavating</li> <li>• Mile-O-Pine to Greg Gecas</li> <li>• Voyageur's Point to Cory Christianson</li> <li>• West Rosebush Lane to Robert Block</li> <li>• Rosebush Hill to W Labor, LLC</li> <li>• Irish Creek to Anders Zimmer</li> </ul> We recommend awarding Irish Creek to Anders Zimmer because he bid it as a first day route.		
7.	<b>BACKGROUND AND JUSTIFICATION</b> (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 memo.		
8.	How will this request affect the County Budget? n/a		
9.	Have funds been budgeted/allocated for this request? n/a		
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.):  Fiscal Administrators only		

**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 Highway Department

609 East Fourth Avenue  
Grand Marais, Minnesota 55604  
Phone (218) 387-3014 Fax (218) 387-3012

## MEMO

**TO:** Cook County Board of Commissioners  
**FROM:** David L. Betts, P.E.  
Cook County Highway Engineer *DLB*  
**DATE:** October 19, 2016  
**RE:** Winter Maintenance on Subordinate Governmental Service District Roads

The Highway Department opened sealed bids at 2:00 p.m. October 19, 2016, for snowplowing on the following Subordinate Governmental Service District roads:

Tax District	Bidder	Cost of Plowing Per Occurrence (2-15 Inches)	Cost of Plowing Per Occurrence (> 15 Inches)	Plowed on a First Day Route?	Time of Day
Evergreen Road	Mike Rose Excavating	\$90.00	\$120.00	Yes	8:00 A.M.
Mile-O-Pine	Greg Gecas	\$125.00	\$125.00	Yes	7:00 A.M.
Voyageur's Point	Cory Christianson	\$100.00	\$100.00	Yes	7:00 A.M.
West Rosebush Lane	Ray Block	\$70.00	\$70.00	Yes	6:00 A.M.
West Rosebush Lane	W Labor, LLC	\$72.00	\$72.00	Yes	5:00 A.M.
Rosebush Hill	W Labor, LLC	\$99.00	\$99.00	Yes	5:00 A.M.
Irish Creek	Anders Zimmer	\$725.00	\$900.00	Yes	3:00 p.m.
Irish Creek	Dennis Burton	\$725.00	\$850.00	No	7:00A.M. Next Day

We recommend awarding snowplowing to the following contractors:

- Evergreen Road to Mike Rose Excavating
- Mile-O-Pine to Greg Gecas
- Voyageur's Point to Cory Christianson
- West Rosebush Lane to Robert Block
- Rosebush Hill to W Labor, LLC
- Irish Creek to Anders Zimmer

We recommend awarding Irish Creek to Anders Zimmer because he bid it as a first day route.

/nya

**Cook County  
Request for Time  
Before the Board of Commissioners**

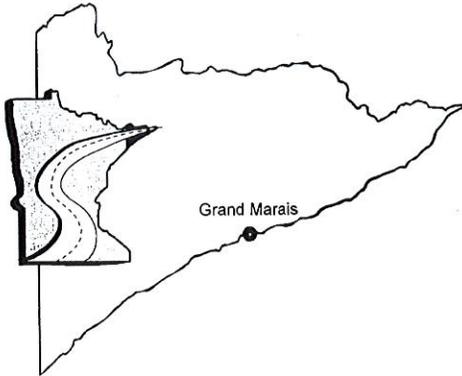
e-mail form

b.B

1.	a. Topic or Issue: (As should be listed on agenda) CR 45 Design Services	b. Requested Date: 10/25/16	c. Amount of time with Board 5 minutes
2.	a. Person requesting/presenting David Betts	b. Phone: 218-387-3695	c. Email: david.betts@co.cook.mn.us
3.	a. Departments affected: Hwy Dept	b. Department Head:	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?		
6.	<b>BOARD ACTION REQUESTED</b> (detail what you seek from the board, including motion/vote):  We are asking the Board of Commissioners to authorize the Highway Department to solicit proposals for CR 45 design services.		
7.	<b>BACKGROUND AND JUSTIFICATION</b> (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 memo.		
8.	How will this request affect the County Budget? Neutral		
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.): Transportation Tax		

**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 Highway Department

609 East 4th Ave  
Grand Marais, Minnesota 55604-2308  
Phone (218) 387-3014 Fax (218) 387-3012

### MEMO

**TO:** Cook County Commissioners  
**FROM:** David L. Betts, P.E.   
Highway Engineer  
**DATE:** October 19, 2016  
**RE:** CR 45 Design Services  
Authorization to Request Proposals

---

As the Board is aware, the Highway Department is working with the Highway Committee to prioritize projects on the transportation sales tax list, and we anticipate bringing a list of priority projects to the Board sometime next month.

Based on input from the public and the Highway Committee, we know that CR 45 is going to be at or near the top of this list. Given that, we are asking for authorization to request proposals for CR 45 design services. This contract would comprise land surveying, plan design and right-of-way needs determination over a period of approximately two years, with a separate consultant coming on board to help with right-of-way acquisition at the appropriate time. The design services contract would be funded via the transportation sales tax, with no billings occurring until January 1, 2017.

We believe that requesting proposals this fall provides the most workable timeframe for engineering firms, as their staff would be able to inspect the road before winter, properly schedule staff and commence work accordingly. Conversely, if we delay our request for proposals by even a few months (until January 1, for example), we risk delaying design work by six months or more due to the firms' prior commitments and inability to survey the road.

We are asking the Board of Commissioners to authorize the Highway Department to solicit proposals for CR 45 design services.

If you have any questions or comments, please feel free to contact me.

/s

## Request for Time

## Before the Board of Commissioners

7.A.

1.	a. Topic or Issue: (As should be listed on agenda) Letter in support of continued Chik-Wauk improvement	b. Requested Date: 10/25/2016	c. Amount of time with Board 10 minutes	Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting Jeff Cadwell	b. Phone: 387-3687	c. Email: jeff.cadwell@co.cook.mn.us	
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.	<b>BOARD ACTION REQUESTED</b> (detail what you seek from the board, including motion/vote): Approve the attached letter requested by the Gunflint Trail Historical Society in support of expansion of the Chik-Wauk campus.			
7.	<b>BACKGROUND AND JUSTIFICATION</b> (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).			
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"/>

---

From: Barb Bottger <[jbbottger@boreal.org](mailto:jbbottger@boreal.org)>  
Sent: Tuesday, October 18, 2016 7:09 PM  
Subject: Gunflint Trail Historical Society  
To: Heidi Doo-Kirk <[heidi.doo-kirk@co.cook.mn.us](mailto:heidi.doo-kirk@co.cook.mn.us)>

Dear Heidi,

As you may know, The Gunflint Trail Historical Society has been expanding the campus of the Chik-Wauk Museum and Nature Center. Under a unique partnership, we work closely with the USFS and the Minnesota State Historical Preservation Office (SHPO). Three buildings were completed this year and next year we hope to erect a 24' x 36' Historic Watercraft Exhibit building and a cabin.

The Historic Watercraft Exhibit is a timber frame structure to be erected in the same area as the historic fish house & docks of the Chik-Wauk Resort. Inside this open structure, guests will walk on a boardwalk with watercraft displayed on either side, telling the history of all who have navigated these waterways.

The cabin (aka Interpretative Exhibit Building) will sit in the same location of an original Chik-Wauk cabin. Our vision for this building is to preserve the history of the resort era with cabins under the "American plan".

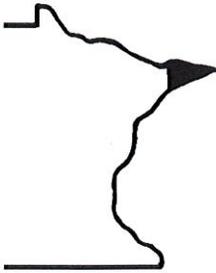
**As part of this expansion process it is important that we have the support of the community. As our commissioner, would you be willing to write a letter of support?** Your support will be part of our presentation to SHPO in November as we seek approval for our plans; therefore, your support is needed now!

I have included a sample letter for you. Your brief letter of support can be sent to me, Barb Bottger, president of the GTHS, at [jbbottger@boreal.org](mailto:jbbottger@boreal.org).

On behalf of the Gunflint Trail Historical Society, I thank you in advance for your continued support.

Please reply or call me 388-0868 with any questions you may have.

Barb Bottger  
President, Board of Trustees  
Gunflint Trail Historical Society  
28 Moose Pond Drive  
Grand Marais, MN. 55604



# Cook County Administrator

---

COURT HOUSE • 411 W. 2<sup>nd</sup> Street • GRAND MARAIS, MINNESOTA 55604 • (218) 387-3687 • FAX (218) 387-3043  
Email: [jeff.cadwell@co.cook.mn.us](mailto:jeff.cadwell@co.cook.mn.us)

County Administrator Jeffrey Cadwell

October 25, 2016

To Whom It May Concern,

The Chik-Wauk Museum and Nature Center has proven to be an asset for the county, the state and the region.

We support these building projects. The Historic Watercraft Exhibit Building and the Interpretative Exhibit will further the mission of preserving the history of the Gunflint Trail for generations to come.

Sincerely,

Heidi Doo-Kirk  
Cook County Board Chair

## Request for Time

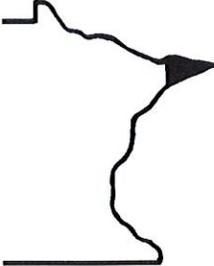
7.B.

## Before the Board of Commissioners

1.	a. Topic or Issue: (As should be listed on agenda) Superior Nation Forest - School Trust Letter	b. Requested Date: 10/25/2016	c. Amount of time with Board 10 minutes	Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting Jeff Cadwell	b. Phone: 387-3687	c. Email: jeff.cadwell@co.cook.mn.us	
3.	a. Departments affected:	b. Department Head:	c. Dept been contacted?	
4.	a. Has the Board addressed this before? YES	b. If so, When?	c. What was the result? board approved of moving forward with the hybrid model	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?			
6.	<b>BOARD ACTION REQUESTED</b> (detail what you seek from the board, including motion/vote): Approve submitting the attached letter to Kathleen Atkinson, Regional Forester in support of the hybrid purchase/exchange framework.			
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).			
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"/>



# Cook County Administrator

COURT HOUSE • 411 W. 2<sup>nd</sup> Street • GRAND MARAIS, MINNESOTA 55604- • (218) 387-3687 • FAX (218) 387-3043  
Email: [jeff.cadwell@co.cook.mn.us](mailto:jeff.cadwell@co.cook.mn.us)

County Administrator Jeffrey Cadwell

October 25, 2016

Kathleen Atkinson, Regional Forester  
U.S. Forest Service, Eastern Regional Office  
626 E Wisconsin Ave  
Milwaukee, WI 53202

Re: Superior National Forest – Minnesota School Trust Lands Project

Dear Ms. Atkinson:

We are writing to urge your support for the exchange outlined under the Superior National Forest – Minnesota School Trust Lands Project. The hybrid approach taken under the project's framework will ensure positive outcomes for all parties who have long sought a resolution to this issue.

Questions surrounding the management of School Trust Lands in the state of Minnesota have been ongoing for decades, with the goals of both land conservation and maximum rate of return on investments from the land sometimes in conflict with one another. With 83,000 acres of this land within the Boundary Waters Canoe Area Wilderness (BWCAW), this has complicated matters even further.

The solution on the table is a reflection of a collaborative process of diverse stakeholders and local communities. Under this proposal, 53,000 acres of BWCAW land would be purchased by the U.S. Forest Service with the 30,000 other acres being swapped with Superior National Forest land. With funding on the table from the Land and Water Conservation Fund, the time to take action is now.

To be sure, we believe a complete purchase of the land within the BWCA would be the ideal solution for these acres. However, given the decades that have passed without a resolution to this issue, the hybrid sale/swap model is a compromise that will best serve everyone involved. These include those in relevant industries – such as logging, those who enjoy outdoor activities in our wonderful forests in northern Minnesota, and significantly, our state's schoolchildren. These benefits also extend to protection of critical ecosystems, as well as eased administration of the land for both the Minnesota and federal governments.

We thank you for your consideration, and hope to have your support in moving this proposal forward as a priority for your agency.

Sincerely,

Heidi Doo-Kirk  
Cook County Board Chair

– An Equal Opportunity Employer –



# Minnesota Department of Natural Resources

500 Lafayette Road • St. Paul, MN • 55155-4039

10.A.

October 17, 2016

Dear Trail Administrators and GIA Sponsors,

The snowmobile trail system statewide has played an important recreational, economic, and cultural role in Minnesota since its early inception in the 1970s. The majority of trails are managed by snowmobile club members with countless hours of volunteering. The Grant-in-Aid (GIA) Program has provided important funding for those costs associated with managing the over 21,000 mile system, including grooming, fuel, brushing, signing, landowner permission, and easements for trail routes.

As you are aware, over the last few years there have been reductions to GIA funding due to insufficient funds available from the dedicated snowmobile account. This account receives revenues primarily from the gas tax, snowmobile registrations, and trail permits. While revenue from the gas tax is relatively stable from year to year, the number of snowmobile registrations has varied and over the last decade where the total number of registrations went from a high of 277,000 snowmobiles in 2006 to 196,000 in 2016. This decline in the total number of registered snowmobiles, as well as the weather variability in the snowmobile season (think snow!), has created an ongoing funding challenge to support our large GIA trail system.

This funding challenge can be overcome by increasing revenue or reducing spending. One option is to raise the snowmobile registration fees to help restore funding. Another option is to permanently reduce funding to the GIA Program, perhaps even by reducing the size of the trail system. Both of these options have impacts to snowmobiling. Raising the registration fee increases the cost of snowmobiling, but reducing GIA funding may impact grooming or reduce the number of trails open for riding.

The state needs to consider all options, but at this time we are looking into the impact of an increase to registration fees. We recognize there are concerns among snowmobilers about raising fee levels, but there are several positive points to consider.

- We want to avoid further funding reductions to the GIA Program.
- Current fee levels, including registration and the trail pass, haven't increased in more than 10 years, and with rising costs it is prudent to increase the fees to stay in line with inflation.

[www.dnr.state.mn.us](http://www.dnr.state.mn.us)

AN EQUAL OPPORTUNITY EMPLOYER



PRINTED ON RECYCLED PAPER CONTAINING A MINIMUM OF 10% POST-CONSUMER WASTE

Trail Administrators and GIA Sponsors

October 17, 2016

Page 2

- Current Minnesota registration fees are lower than other states. For example, Minnesota's registration comes to \$25/year, while Wisconsin's is \$40/year and Michigan's is \$55/year.

Since the price of fees are established in Minnesota statutes, any change would need to go through the legislative process. We wanted to make you aware of this fee increase option as we consider how to manage the snowmobile account and the GIA Program over the long-term.

Thank you for all of the work you put into the snowmobile trail system in Minnesota. Thanks to your dedication, it is one of the best in the nation!

Sincerely,

A handwritten signature in cursive script that reads "Erika Rivers".

Erika Rivers  
Director, Division of Parks and Trails



# NOTIFICATION

## ARROWHEAD REGIONAL CORRECTIONS

### BOARD MEETING

October 14, 2016

TO: Commissioners Bodie, Brenner, Jewell, Gamble, Goutermont,  
Nelson, Pavleck, and Stauber

**The Board of Arrowhead Regional Corrections will convene:**

Location: NORTHEAST REGIONAL CORRECTIONS CENTER  
IN SAGINAW, MINNESOTA

Date: Friday, the 21st day of October 2016, at 10:00 a.m.

*Respectfully,*

KAY AROLA  
Executive Director

By: Julie Peters  
Administrative Assistant



## Arrowhead Regional Corrections

**Date:** October 14, 2016  
**To:** A.R.C. Board Members  
Media  
**From:** Kay Arola  
Executive Director  
**Re:** Arrowhead Regional Corrections Board Meeting

An Arrowhead Regional Corrections Board meeting has been scheduled for Friday, October 21, 2016 at 10:00 a.m. at the Northeast Regional Corrections Center in Duluth, Minnesota.

Thank you.

KA:jp

---

**Kay Arola**  
Executive Director  
100 N. 5<sup>th</sup> Ave. W., Rm 319  
Duluth, MN 55802-1202  
(218) 726-2640  
[arolak@stlouiscountymn.gov](mailto:arolak@stlouiscountymn.gov)

**Wally Kostich**  
Chief Probation Officer  
320 W. 2<sup>nd</sup> Street, Rm 303  
Duluth, MN 55802-1407  
(218) 742-9572  
[kostichw@stlouiscountymn.gov](mailto:kostichw@stlouiscountymn.gov)

**Becky Pogatchnik**  
Superintendent  
Arrowhead Juvenile Center  
1918 Arlington Ave. N  
Duluth, MN 55811-2034  
(218) 625-6700  
[pogatchnikb@stlouiscountymn.gov](mailto:pogatchnikb@stlouiscountymn.gov)

**Phill Greer**  
Superintendent  
Northeast Regional Corrections Center  
6102 Abrahamson Road  
Saginaw, MN 55779  
(218) 729-8673  
[greerp@stlouiscountymn.gov](mailto:greerp@stlouiscountymn.gov)

**Julie Peters**  
Administrative Assistant  
(218) 726-2657  
[petersj@stlouiscountymn.gov](mailto:petersj@stlouiscountymn.gov)

**Probation Office**  
100 N. 5<sup>th</sup> Ave. W., Rm 319  
Duluth, MN 55802-1202  
(218) 726-2633



**ARROWHEAD REGIONAL CORRECTIONS BOARD AGENDA**

**October 21, 2016 at 10:00 a.m. at the Northeast Regional Corrections Center**

**School Building**

1. Call to Order
2. • Approval of Agenda
3. Open Commentary

**CONSENT AGENDA**

*All matters listed under the consent agenda are considered routine and/or non-controversial and will be enacted by one unanimous motion. If a commissioner requests it, or a citizen wishes to speak on an item on the consent agenda, it will be moved and handled separately.*

	<u>Page #'s</u>
4. • Minutes of September 16, 2016	1-5
5. • Financial Statement, Payroll & Bills	6-7
6. • 2017-2018 Madden, Galanter & Hansen Contract	8-10

**REGULAR AGENDA**

*For items on the Regular Agenda, citizens will be allowed to address the board at the time a motion is on the floor.*

- |  |                |
|--|----------------|
| 1. Arrowhead Juvenile Center<br>~Monthly Report<br>~Statistics<br>• 2017-2018 Human Development Center Contract                | 11-13<br>14-15 |
| 2. Court & Field Services<br>~Monthly Report<br>~Statistics<br>• 2016-2017 Intoxalock Contract for Ignition Interlock Services | 16-22<br>23-24 |
| 3. Northeast Regional Corrections Center<br>~Monthly Report<br>~Statistics<br>~Education Program Presentation                  | 25-26          |
| 4. Arrowhead Regional Corrections<br>~CCA Subsidy Application<br>~Other  |                |
| 5. Other Business  |                |
| 6. Adjourn   |                |

**ARROWHEAD REGIONAL CORRECTIONS**  
**EXECUTIVE BOARD MINUTES**

September 16, 2016

Board members present: Commissioners Brenner, Jewell, Nelson, and Pavleck.

Board members absent: Commissioner Bodie, Gamble, Goutermont, and Stauber.

Others present: Kay Arola, Kelly Hartlieb, Marcus Karki, Wally Kostich, Jim Nephew, Carol Pavleck, Julie Peters, and Becky Pogatchnik.

I. CALL TO ORDER

Board Chair Commissioner Dick Brenner called the meeting of the Arrowhead Regional Corrections Board to order on September 16, 2016 at 10:09 a.m. at the Northeast Regional Corrections Center in Saginaw, Minnesota.

II. APPROVAL OF AGENDA

**MOTION: By Commissioner Nelson to approve the agenda as amended. The motion was seconded by Commissioner Pavleck and unanimously approved.**

III. OPEN COMMENTARY

No citizens appeared for the public comment portion of the meeting.

IV. CONSENT AGENDA

**MOTION: By Commissioner Nelson to approve the consent agenda. The motion was seconded by Commissioner Jewell and unanimously approved.**

Minutes of August 19, 2016  
Financial Statement, Payroll & Bills

V. REGULAR AGENDA

Court & Field Services

1. 2017 Integrated Judicial & Administrative Ignition Interlock Grant Agreement

Wally Kostich reported over time this grant has decreased in funding and this grant agreement will run from 10/1/16 through 9/30/17 with the FTE being reduced from 1.0 to .75. The total cost of the grant is \$123,285.00. Very few of our clients in this program are paying the minimum of 10% of the costs (\$150). 150 clients have been served by the grant in our area thus far in 2016.

**MOTION: By Commissioner Nelson that WHEREAS, Arrowhead Regional Corrections received approval from its' Executive Board at the November 16, 2012 meeting to submit, in collaboration with the Sixth Judicial District, a proposal to the Minnesota Department of Public Safety to develop an Ignition Interlock Program within the Sixth Judicial District. Ignition interlock is a tool that has been proven to reduce impaired driving and increase legal driving.**

**WHEREAS, Arrowhead Regional Corrections was notified on January 29, 2013 that funding had been awarded in the amount of \$300,000 for the period February 15, 2013 to September 30, 2014. That funding breakdown was \$112,500 for the period February 15, 2013 to September 30, 2013 and \$187,500 for the period October 1, 2013 through September 30, 2014 and again for the period October 1, 2014 through September 30, 2015. The funding awarded for the period October 1, 2015 through September 30, 2016 was \$146,781.**

**WHEREAS, Funding continues to be available for the period October 1, 2016 through September 30, 2017 in the amount of \$123,285. It is our understanding that the potential for continued funding past current grant expiration is positive, however the reduction in funding reflected in the current award, does decrease the current staff working with the program from a 1.0 FTE to a .75 FTE.**

**WHEREAS, Under the Minnesota Ignition Interlock Program, first time DWI offenders with an a alcohol concentration of 0.16 and above and all repeat offenders are required to install an ignition interlock device for a minimum of one year or not drive. Minnesota's law targets first time offenders with high alcohol concentration levels and repeat offenders. These are offenders that are at a higher risk for DWI recidivism and are considered hardcore DWI offenders by national experts and the alcohol industry.**

**WHEREAS, The initial awarded funding included a .50 FTE Probation Officer and costs associated with that position, including salary, benefits, travel, training and communication costs as well as funding for indigent client interlock services based on a sliding fee scale. In 2015 funding increased that position up to a 1.0 FTE Probation Officer, and in the current funding reduces that position to a .75 FTE. All clients who access these funds will be required to pay a minimum of 10% of the costs (\$150) for a one-year period. It is understood that should the funding for the program not be continued, the .75 FTE Probation Officer position would be eliminated. Grant revenue will be recognized as 925-932999-541112-93223-99999999-2016.**

**NOW THEREFORE BE IT RESOLVED, The Executive Board authorizes the Board Chair to sign an agreement with the Minnesota Department of Public Safety for the period October 1, 2016 through September 30, 2017 in the amount of \$123,285 for an Integrated Judicial and Administrative Interlock Program. The motion was seconded by Commissioner Jewell and unanimously approved.**

## 2. Monthly Statistics

Wally reported the statistics as of September 1<sup>st</sup> were in the Board packet showing the demographics of the clients we serve in each of our probation offices.

## 3. Other

Wally stated two long term employees will be retiring in the next couple months in our Duluth offices. He is working toward filling those positions as soon as possible.

### Northeast Regional Corrections Center

#### 1. Statistics

Kay Arola reported the monthly statistics for August were in the Board packet. She stated Phill continues to move forward and implement changes in the facility. The orientation unit will be moving to a new bunk room at the end of the month. They continue to have behavioral problems with residents at NERCC and are working on cell extraction training for staff.

#### 2. Monthly Report

Kay stated the Ten Thousand Things theater group will be performing at NERCC on October 11<sup>th</sup>. They will be performing Shakespeare's Pericles. It is a story of life full of extremes of luck, deep loss, grievous betrayal, impossible challenges and incredible miracles. They have performed other plays at NERCC and AJC in the past.

#### 3. Other

Kay reported the Inside Out sociology class is being held at NERCC with seventeen Lake Superior College students and seventeen NERCC residents this semester. This class has been running since 2012 and has been working very well.

#### 4. NERCC Processing Facility

Kay reported the estimates for the processing facility ranged from \$1.6 million to \$2.1 million. The state bonding award for this was \$1.2 million. Kay has met with the architect and there are no reasonable deducts for items that could be done. We have four years to spend the \$1.2 million. We are used to going to St. Paul every year and asking for state bond funding so she will do it again this year to request further funding for this project.

### Arrowhead Juvenile Center

#### 1. Monthly Report

Becky Pogatchnik reported the feasibility study group has continued to meet with another meeting in a couple of weeks.

## 2. Statistics

Becky stated the monthly statistics for August were in the Board packet which shows they were at 58% of capacity. For the month of August treatment beds were at 62% and detention beds were at 54%. She had the Wisconsin Department of Corrections annual inspection on 9/7. They were really impressed with the facility. The Minnesota Department of Corrections annual inspection will be in a couple of weeks.

## 3. AJC Parking Lot Bid Award

Becky reported six bids for the parking lot came in and St. Louis County Purchasing has handled this bid process for us. Becky recommended the Board award the lowest bid to KTM Paving of Hermantown for \$99,118.14.

**MOTION: By Commissioner Nelson that WHEREAS, in 1996 the parking lot at the Arrowhead Juvenile Center underwent significant changes as a result of the facility adding 24 beds and the residential treatment component to the facility. During the last twenty years the parking lot has experienced deterioration and is in need of renovations and resurfacing.**

**WHEREAS, Northland Consulting Engineers has provided the engineering services for this project and the specifications for the bids through the St. Louis County Purchasing Department.**

**WHEREAS, The St. Louis County Purchasing Department has sought bids for the parking lot project and received responses from six companies with the lowest bid of \$99,118.14 being received from KTM Paving of Hermantown, Minnesota. This project requires a project labor agreement. Funding for this project is in Fund 927 Agency 927201 Line Item 660600.**

**NOW THEREFORE BE IT RESOLVED, The Executive Board awards bid number 5336B to KTM Paving of Hermantown, Minnesota, and authorizes the Board Chair to sign a contract with KTM Paving to provide parking lot improvements at the Arrowhead Juvenile Center. The motion was seconded by Commissioner Jewell and unanimously approved.**

## Arrowhead Regional Corrections

### 1. Rev-It-Up Grant Update

Kay reported this grant application with the state of Minnesota was to install about five acres of solar panels at NERCC. This became a lot more complicated than we thought and the State of Minnesota basically said we are not right for this project any more.

We decided not to appeal their decision but rather to apply for it again in the next round of funding. We will have all of the figures and data in place then.

VII. ADJOURN

There being no further business to come before the Executive Board the meeting was adjourned at 10:48 a.m.

**MOTION: By Commissioner Jewell to adjourn the meeting. The motion was seconded by Commissioner Pavleck and unanimously approved.**

\_\_\_\_\_  
Board Chair Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Clerk Signature

\_\_\_\_\_  
Date

**ARROWHEAD REGIONAL CORRECTIONS  
MONTHLY REVENUE REPORT  
YEAR-TO-DATE COMPARED TO BUDGET  
SEPTEMBER 2016**

	<u>CURRENT BUDGET</u>	<u>YTD ACTUAL</u>	<u>BALANCE</u>	<u>YTD PERCENTAGE</u>
<b>925 Arrowhead Regional Corrections</b>				
Admin Misc	\$ 226,285.61	\$ 170,403.81	\$ 55,881.80	75.30
AJC Child Nutrition	\$ 51,272.00	\$ 34,658.14	\$ 16,613.86	67.60
AJC Misc	\$ 129,641.00	\$ 137,093.63	\$ (7,452.63)	105.75
AJC Per Diem	\$ 20,000.00	\$ 36,463.00	\$ (16,463.00)	182.32
Carlton County	\$ 1,555,989.00	\$ 1,296,657.50	\$ 259,331.50	83.33
Cook County	\$ 288,092.00	\$ 216,069.03	\$ 72,022.97	75.00
Court & Field Probation Fees	\$ 600,000.00	\$ 476,828.42	\$ 123,171.58	79.47
Education Funds	\$ 282,976.57	\$ 144,043.69	\$ 138,932.88	50.90
Grants	\$ 2,908,253.32	\$ 1,146,702.16	\$ 1,761,551.16	39.43
Koochiching County	\$ 435,863.00	\$ 326,897.28	\$ 108,965.72	75.00
Lake County	\$ 445,240.00	\$ 333,929.97	\$ 111,310.03	75.00
Miscellaneous	\$ 19,000.00	\$ 22,130.02	\$ (3,130.02)	116.47
NERCC Farm	\$ 70,000.00	\$ 49,330.40	\$ 20,669.60	70.47
NERCC Misc	\$ 84,000.00	\$ 48,451.62	\$ 35,548.38	57.68
NERCC Timber	\$ 10,000.00	\$ 4,859.50	\$ 5,140.50	48.60
PERA Aid	\$ 50,000.00	\$ 24,874.90	\$ 25,125.10	49.75
St. Louis County	\$ 13,023,234.00	\$ 9,767,425.50	\$ 3,255,808.50	75.00
State of Minnesota	\$ 5,853,740.00	\$ 4,390,304.49	\$ 1,463,435.51	75.00
	<u>\$ 26,053,588.50</u>	<u>\$ 18,627,123.06</u>	<u>\$ 7,426,463.44</u>	
<b>927 ARC Capital Imp Fund</b>				
Miscellaneous	\$ 1,206,069.57	\$ 35,015.79	\$ 1,171,053.78	2.90
	<u>\$ 1,206,069.57</u>	<u>\$ 35,015.79</u>	<u>\$ 1,171,053.78</u>	
<b>Grand Total:</b>	<u>\$ 27,259,656.07</u>	<u>\$ 18,662,138.85</u>	<u>\$ 8,597,517.22</u>	

<b>Total Obligations for Month</b>	<b>\$ 1,974,371.57</b>
<b>Total Obligations YTD</b>	<b>\$ 17,724,220.78</b>
<b>Cash Balance YTD</b>	<b>\$ 3,740,949.30</b>

**ARROWHEAD REGIONAL CORRECTIONS  
MONTHLY EXPENSE REPORT  
YEAR-TO-DATE COMPARED TO BUDGET  
SEPTEMBER 2016**

		<u>CURRENT BUDGET</u>	<u>YTD ACTUAL</u>	<u>BALANCE</u>	<u>YTD PERCENTAGE</u>
<b>925</b>	<b>Arrowhead Regional Corrections</b>				
925001	Admin Support Services	1,452,327.39	1,249,597.03	202,730.36	86.04
925999	Grants	232,505.00	133,443.72	99,061.28	57.39
926001	Research/Evaluation	287,767.36	161,307.72	126,459.64	56.05
927001	Staff Development	143,235.00	94,753.54	48,481.46	66.15
929001	Chaplaincy Services	27,000.00	26,469.00	531.00	98.03
930001	Women Offenders Program	209,700.00	133,112.18	76,587.82	63.48
932001	Court & Field Administration	8,762,327.08	6,161,528.02	2,600,799.06	70.32
932999	Court & Field Grants	2,715,111.42	1,218,548.89	1,496,562.53	44.88
934001	SLC Data Processing Charges	424,255.21	318,191.40	106,063.81	75.00
936001	Short-term Consequences	189,953.79	152,280.61	37,673.18	80.17
937001	Sentence to Service	242,436.42	242,436.42	-	100.00
939001	ARC Probation Fees Pd by Users	171,191.81	82,284.60	88,907.21	48.07
940001	Admin N.R.C. Center	6,061,620.56	4,058,871.03	2,002,749.53	66.96
940002	Resident Canteen Fund NERCC	8,000.00	5,788.87	2,211.13	72.36
940999	NERCC Grants	74,999.98	33,333.36	41,666.62	44.44
942001	Special Education	235,288.56	175,621.59	59,666.97	74.64
943001	Basic Education	171,202.73	100,244.40	70,958.33	58.55
944001	Vocational Education	53,774.91	47,195.73	6,579.18	87.77
945001	Arrowhead Juvenile Center	4,098,684.11	2,994,654.55	1,104,029.56	73.06
945002	Resident Canteen Fd AJC	2,000.00	905.78	1,094.22	45.29
945999	AJC Grants	103,925.02	51,891.64	52,033.38	49.93
		<b>\$ 25,667,306.35</b>	<b>\$ 17,442,460.08</b>	<b>\$ 8,224,846.27</b>	
<b>927</b>	<b>ARC Capital Imp Fund</b>				
927201	Administration - Cap Imp	115,727.79	-	115,727.79	-
927301	AJC - Cap Imp	50,000.00	-	50,000.00	-
927401	C&F - Cap Imp	10,000.00	-	10,000.00	-
927504	NERCC - Cap Imp	100,000.00	6,950.00	93,050.00	6.95
927599	NERCC - Cap Imp Grants	1,188,317.50	78,074.04	1,110,243.46	6.57
927701	AJC - Cap Equip	283,500.00	-	283,500.00	-
927801	C&F - Cap Equip	82,459.00	78,718.59	3,740.41	95.46
927901	NERCC - Cap Equip	224,752.07	118,018.07	106,734.00	52.51
		<b>\$ 2,054,756.36</b>	<b>\$ 281,760.70</b>	<b>\$ 1,772,995.66</b>	
	<b>Grand Total:</b>	<b>\$ 27,722,062.71</b>	<b>\$ 17,724,220.78</b>	<b>\$ 9,997,841.93</b>	

Use of Fund Balance YTD

\$

462,406.64

7



**BOARD LETTER**

Prepared on: 10-14-16  
Department Name: Administration  
Agenda Date: 10/21/16  
Placement: Administration  
Continued Item: No  
If Yes, date from:  
Number: 2016-28

**Arrowhead Regional Corrections**

---

**TO:** Executive Board Members

**FROM:** Kay Arola, Executive Director  
Phill Greer, Superintendent at NERCC  
Wally Kostich, Chief Probation Officer  
Becky Pogatchnik, Superintendent at AJC

**SUBJECT:** 2017-2018 Madden Galanter & Hansen, LLP Contract

---

**Recommendation(s):**

The Arrowhead Regional Corrections Board authorize the Board Chair to sign an agreement with Madden, Galanter and Hansen, LLP to act as the exclusive labor negotiator for Arrowhead Regional Corrections, through an extension of agreement for professional services for the period of January 1, 2017 through December 31, 2018. The hourly fee of \$150 for labor relations matters and at the hourly fee of \$155 for arbitration and administrative hearings have been established.

**Alignment with Board Strategic Plan:**

Administrative.

**Executive Summary and Discussion:**

On 10/17/14 the Board authorized entering into an agreement with Madden Galanter and Hansen, LLP for labor relations services effective October 28, 2014 through December 31, 2016 at the hourly fee of \$135 for labor relations matters and at the hourly fee of \$140 for grievance and interest arbitrations and other administrative hearings.

An extension of this agreement for January 1, 2017 through December 31, 2018 is proposed at the hourly rate of \$150 for labor negotiation services and \$155 per hour for arbitration and administrative hearings services.

Madden, Galanter & Hansen has been successful in representing Greater Minnesota and Twin Cities public employers in labor negotiations, grievance and interest arbitrations, and veterans preference cases for over 37 years. The firm is highly regarded by employers in the public sector and their attorneys frequently present at the Minnesota Public Employer Labor Relations Association (MPELRA), Minnesota Employment Law Institute and Association of Minnesota Counties (AMC) conferences. Their current clients include counties, cities and joint powers organizations. Their firm serves as chief negotiator and labor relations advisor and also handles approximately 10 – 15 interest arbitration proceedings per year on behalf of their clients.

**Mandates and Service Levels:**

Arrowhead Regional Corrections expects to enter into labor negotiations with bargaining units for 2017 and 2018 and has received official notice of desire to negotiate with potential dates to begin negotiations.

**Fiscal and Facilities Impacts:**

We expect the annual costs for labor relations matters to be comparable to those in 2015-2016 and have budgeted for them in our Administration budget for 2017 in Fund 925 Agency 925001 Object 629900.

**BY COMMISSIONER:**

**WHEREAS,** On 10/17/14 the Board authorized entering into an agreement with Madden Galanter and Hansen, LLP for labor relations services effective October 28, 2014 through December 31, 2016 at the hourly fee of \$135 for labor relations matters and at the hourly fee of \$140 for grievance and interest arbitrations and other administrative hearings.

**WHEREAS,** An extension of this agreement for January 1, 2017 through December 31, 2018 is proposed at the hourly rate of \$150 for labor negotiation services and \$155 per hour for arbitration and administrative hearings services.

**WHEREAS,** Madden, Galanter & Hansen has been successful in representing Greater Minnesota and Twin Cities public employers in labor negotiations, grievance and interest arbitrations, and veterans preference cases for over 37 years. The firm is highly regarded by employers in the public sector and their attorneys frequently present at the Minnesota Public Employer Labor Relations Association (MPELRA), Minnesota Employment Law Institute and Association of Minnesota Counties (AMC) conferences. Their current clients include counties, cities and joint powers organizations. Their firm serves as chief negotiator and labor relations advisor and also handles approximately 10 – 15 interest arbitration proceedings per year on behalf of their clients.

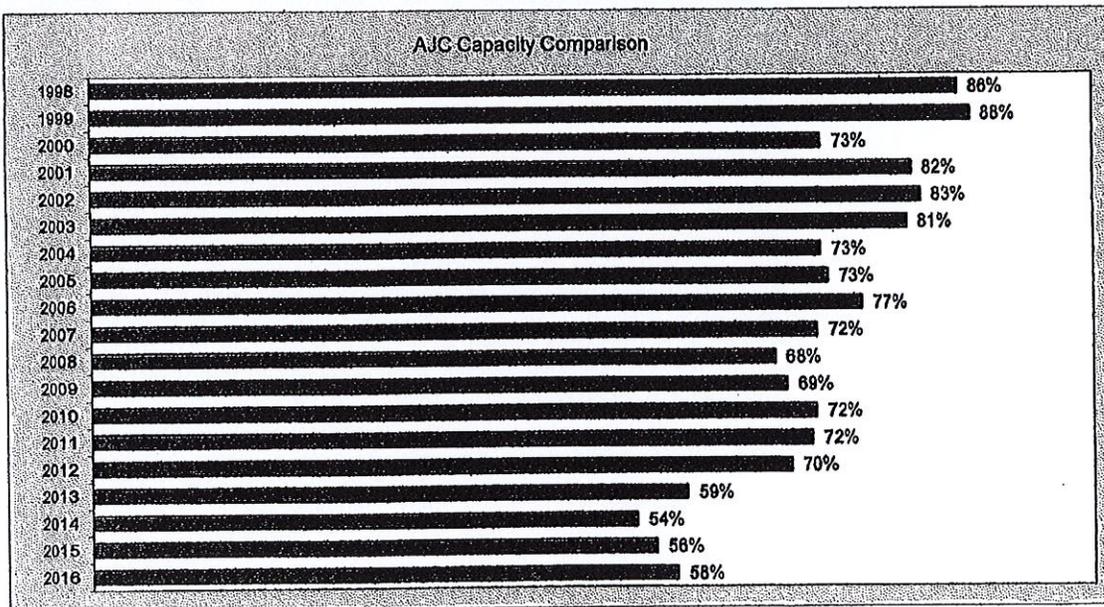
**WHEREAS**, Arrowhead Regional Corrections expects to enter into labor negotiations with bargaining units for 2017 and 2018 and has received official notice of desire to negotiate with potential dates to begin negotiations.

**WHEREAS**, we expect the annual costs for labor relations matters to be comparable to those in 2015-2016 and have budgeted for them in our Administration budget for 2017 in Fund 925 Agency 925001 Object 629900.

**NOW THEREFORE BE IT RESOLVED**, The Arrowhead Regional Corrections Board authorizes the Board Chair to sign an agreement with Madden, Galanter and Hansen, LLP to act as the exclusive labor negotiator for Arrowhead Regional Corrections, through an extension of agreement for professional services for the period of January 1, 2017 through December 31, 2018. The hourly fee of \$150 for labor relations matters and at the hourly fee of \$155 for arbitration and administrative hearings have been established.

AJC Capacity Comparison  
Data collected from 1998 to 2016

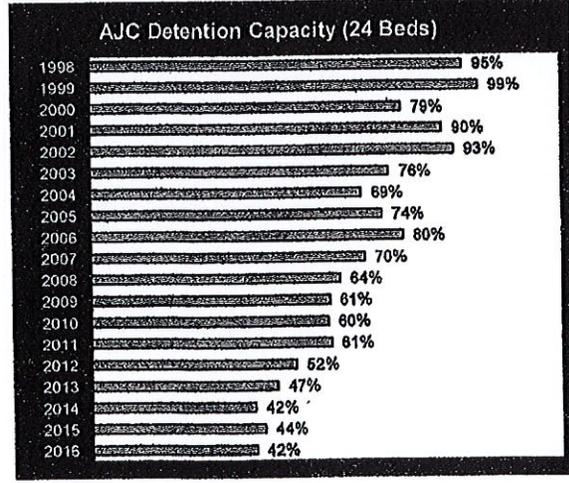
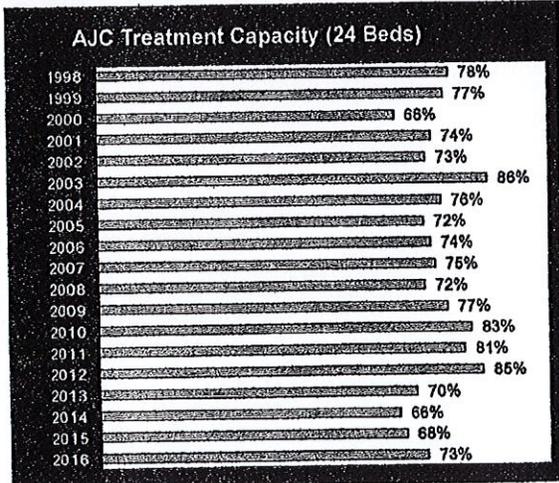
AJC Capacity Comparison																			
% Occ Month/Year	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
January	90%	65%	72%	54%	87%	79%	82%	66%	85%	65%	57%	77%	58%	78%	56%	63%	64%	56%	49%
February	86%	87%	74%	69%	86%	78%	86%	72%	86%	63%	63%	67%	72%	88%	56%	67%	47%	48%	44%
March	91%	89%	74%	78%	92%	85%	83%	77%	79%	81%	76%	78%	57%	80%	63%	67%	55%	54%	49%
April	79%	90%	67%	84%	90%	89%	83%	77%	78%	83%	71%	88%	56%	73%	67%	62%	60%	44%	70%
May	89%	96%	80%	92%	82%	94%	76%	78%	83%	82%	63%	72%	69%	79%	68%	62%	66%	48%	69%
June	86%	98%	72%	84%	75%	85%	73%	76%	85%	75%	65%	61%	92%	80%	76%	49%	53%	58%	59%
July	81%	90%	81%	86%	77%	81%	62%	71%	76%	83%	68%	74%	87%	65%	85%	43%	53%	69%	65%
August	95%	90%	68%	80%	86%	70%	60%	75%	70%	79%	68%	72%	88%	77%	74%	51%	43%	70%	58%
September	93%	87%	70%	90%	79%	73%	70%	64%	66%	68%	61%	70%	81%	76%	61%	45%	47%	65%	67%
October	97%	86%	75%	93%	88%	80%	70%	67%	78%	73%	70%	62%	70%	57%	81%	53%	59%	62%	0%
November	88%	88%	76%	87%	84%	87%	61%	78%	74%	54%	82%	57%	73%	58%	77%	70%	49%	46%	0%
December	64%	85%	63%	84%	64%	73%	64%	80%	61%	60%	71%	52%	62%	49%	70%	74%	51%	50%	0%
Yearly Average	85%	88%	73%	81%	83%	80%	73%	73%	77%	72%	68%	69%	72%	74%	70%	59%	54%	56%	58%



**AJC Capacity Comparison**  
Data collected from 1998 to 2016

AJC Treatment Capacity Comparison (Male 20 Beds - Female 4 Beds)																			
Percentage per Month/Year	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
January	74%	53%	73%	42%	64%	74%	69%	67%	82%	71%	52%	87%	67%	90%	66%	74%	79%	63%	61%
February	78%	72%	76%	62%	64%	87%	75%	72%	91%	66%	63%	80%	74%	96%	71%	79%	60%	46%	65%
March	94%	77%	69%	75%	74%	86%	85%	83%	81%	84%	72%	87%	71%	91%	81%	78%	67%	59%	63%
April	91%	70%	68%	80%	81%	85%	95%	65%	68%	80%	67%	90%	63%	87%	89%	69%	72%	54%	93%
May	88%	85%	59%	87%	83%	91%	85%	81%	69%	79%	68%	89%	78%	77%	87%	75%	92%	66%	89%
June	86%	87%	52%	85%	70%	98%	76%	78%	70%	71%	74%	78%	92%	85%	95%	55%	73%	77%	68%
July	68%	84%	66%	78%	74%	81%	61%	78%	68%	78%	79%	82%	101%	78%	117%	41%	70%	80%	80%
August	75%	80%	76%	77%	87%	86%	68%	80%	67%	76%	68%	80%	110%	85%	99%	56%	52%	94%	62%
September	72%	72%	68%	79%	67%	94%	72%	66%	71%	73%	67%	73%	93%	81%	72%	50%	62%	81%	68%
October	82%	81%	68%	79%	74%	91%	69%	58%	69%	78%	82%	64%	87%	73%	87%	77%	59%	77%	0%
November	74%	82%	63%	73%	71%	91%	82%	67%	71%	63%	92%	62%	75%	68%	84%	89%	54%	59%	0%
December	53%	77%	51%	70%	62%	72%	75%	70%	76%	76%	83%	55%	80%	62%	73%	101%	57%	59%	0%
M/F Average	78%	77%	66%	74%	73%	86%	76%	72%	74%	75%	72%	77%	83%	81%	85%	70%	66%	68%	73%

AJC Detention Capacity Comparison (Male 20 Beds - Female 4 Beds)																			
Percentage per Month/Year	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
January	106%	77%	71%	66%	110%	84%	95%	64%	87%	59%	61%	67%	48%	65%	46%	52%	49%	49%	33%
February	93%	102%	70%	76%	108%	70%	98%	71%	82%	60%	63%	53%	69%	79%	41%	55%	35%	50%	22%
March	89%	101%	78%	81%	110%	83%	82%	70%	76%	79%	81%	68%	44%	59%	46%	56%	43%	50%	33%
April	67%	109%	67%	88%	99%	94%	71%	89%	88%	87%	75%	85%	49%	58%	45%	55%	46%	35%	46%
May	89%	108%	100%	97%	82%	98%	66%	75%	97%	85%	58%	56%	60%	80%	49%	50%	40%	31%	48%
June	86%	109%	92%	84%	80%	72%	70%	74%	100%	78%	56%	44%	92%	76%	57%	43%	34%	40%	50%
July	94%	97%	96%	94%	80%	82%	63%	64%	83%	87%	58%	65%	73%	52%	53%	45%	37%	59%	49%
August	114%	100%	60%	83%	86%	53%	52%	69%	74%	82%	67%	64%	65%	68%	49%	46%	35%	47%	54%
September	113%	103%	73%	101%	92%	52%	69%	62%	60%	63%	55%	67%	69%	70%	51%	41%	34%	49%	64%
October	112%	92%	82%	108%	102%	68%	70%	76%	86%	69%	57%	60%	51%	41%	75%	29%	59%	47%	0%
November	102%	95%	89%	101%	96%	84%	40%	89%	76%	45%	72%	52%	60%	49%	71%	50%	44%	33%	0%
December	75%	94%	74%	97%	67%	74%	52%	89%	46%	44%	59%	48%	44%	37%	43%	47%	45%	40%	0%
M/F Average	95%	99%	79%	89%	99%	78%	69%	74%	80%	70%	64%	56%	60%	61%	57%	47%	41%	44%	42%



## Arrowhead Juvenile Center September 2016 Statistics

Residents Served	
Detention	59
Treatment	22
Kenwood	14
Lakeside	1
Hillside	4
Short Term - Kitchen	3
<b>Total</b>	<b>81</b>
Days of Care	
Detention	498
Treatment	505
Kenwood	354
Lakeside	30
Hillside	87
Short Term – Kitchen	34
<b>Total</b>	<b>1003</b>
Average Length of Stay	
Detention	8.44 Days
Treatment	
Kenwood	25.29 Days
Lakeside	30 Days
Hillside	21.75 Days
Short Term – Kitchen	11.33 Days



**Arrowhead Regional Corrections**

**BOARD LETTER**

Prepared on: 10-14-16  
Department Name: Administration  
Agenda Date: 10/21/16  
Placement: Administration  
Continued Item: No  
If Yes, date from:  
Number: 2016-27

---

**TO:** Executive Board Members

**FROM:** Kay Arola, Executive Director  
Becky Pogatchnik, Superintendent at AJC

**SUBJECT:** 2017-2018 Human Development Center Contract

---

**Recommendation(s):**

The Executive Board authorize the Board Chair to sign an agreement with the Human Development Center to provide mental health services for residents at the Arrowhead Juvenile Center for the years 2017-2018 at a cost not to exceed \$65,000 a year.

**Alignment with Board Strategic Plan:**

Monitoring public-private partnerships and contracts to provide services consistent with evidence based practices.

**Executive Summary and Discussion:**

AJC continues to have significant numbers of clients with diagnosed psychiatric issues. Proper assessment and management is important for the safety of both the residents and staff. Services must be on site to accommodate these clients as well as the costs associated with staff time supervising off campus and transportation.

HDC has contracted with ARC for many years and provides excellent mental health services which include psychiatric services, medication management, and consultation.

**Mandates and Service Levels:**

These services are established per Minnesota Rule 2960.0580 Medical and Health Services under which AJC is licensed. The rule directs that there is a written policy and procedure which provide for residents with assessments and services including mental health services.

**Fiscal and Facilities Impacts:**

HDC has established the fee of \$125.00 per hour for assigned therapists and \$220.00 per hour for services proved by an assigned psychiatrist. Total yearly payments shall not exceed \$65,000.00 less any third party reimbursement actually collected by HDC for services rendered by assigned staff. These fees have been planned for in the AJC professional services line item.

**BY COMMISSIONER:**

**WHEREAS**, AJC continues to have significant numbers of clients with diagnosed psychiatric issues. Proper assessment and management is important for the safety of both the residents and staff. Services must be on site to accommodate these clients as well as the costs associated with staff time supervising off campus and transportation.

**WHEREAS**, HDC has contracted with ARC for many years and provides excellent mental health services which include psychiatric services, medication management, and consultation.

**WHEREAS**, these services are established per Minnesota Rule 2960.0580 Medical and Health Services under which AJC is licensed. The rule directs that there is a written policy and procedure which provide for residents with assessments and services including mental health services.

**WHEREAS**, HDC has established the fee of \$125.00 per hour for assigned therapists and \$220.00 per hour for services proved by an assigned psychiatrist. Total yearly payments shall not exceed \$65,000.00 less any third party reimbursement actually collected by HDC for services rendered by assigned staff. These fees have been planned for in the AJC professional services line item.

**NOW THEREFORE BE IT RESOLVED**, The Executive Board authorizes the Board Chair to sign an agreement with the Human Development Center to provide mental health services for residents at the Arrowhead Juvenile Center for the years 2017-2018 at a cost not to exceed \$65,000 a year.

**Probation and Supervised Release Summary  
ARC - Carlton County Probation**

**10/01/2016**

Active Client Breakdown by Age\*

Adult	653
Juvenile	24
<b>Total</b>	<b>677</b>

Active Client Breakdown by Gender\*

Female	164
Male	513
<b>Total</b>	<b>677</b>

Active Client Breakdown by Offense\*

Felony	519
Petty Misdemeanor	1
Misdemeanor	61
Gross Misdemeanor	95
Unknown	1
<b>Total</b>	<b>677</b>

Active Client Breakdown by Race\*

American Indian or Alaskan Native	215
Asian or Pacific Islander	4
Black	24
Unknown	2
White	432
<b>Total</b>	<b>677</b>

*\*Note: This report includes active probation and supervised release clients.  
This report does not include pre-trial or pre-sentence clients.*

**Probation and Supervised Release Summary**  
**ARC - Cook County Probation**

**10/01/2016**

Active Client Breakdown by Age\*

Adult	102
Juvenile	8
<b>Total</b>	<b>110</b>

Active Client Breakdown by Gender\*

Female	23
Male	87
<b>Total</b>	<b>110</b>

Active Client Breakdown by Offense\*

Felony	57
Gross Misdemeanor	36
Misdemeanor	17
<b>Total</b>	<b>110</b>

Active Client Breakdown by Race\*

American Indian or Alaskan Native	26
White	84
<b>Total</b>	<b>110</b>

*\*Note: This report includes active probation and supervised release clients.  
This report does not include pre-trial or pre-sentence clients.*

**Probation and Supervised Release Summary  
ARC - Koochiching Probation**

**10/01/2016**

Active Client Breakdown by Age\*

Adult	355
Juvenile	52
<b>Total</b>	<b>407</b>

Active Client Breakdown by Gender\*

Female	84
Male	323
<b>Total</b>	<b>407</b>

Active Client Breakdown by Offense\*

Unknown	6
Gross Misdemeanor	114
Felony	239
Misdemeanor	46
Petty Misdemeanor	2
<b>Total</b>	<b>407</b>

Active Client Breakdown by Race\*

American Indian or Alaskan Native	53
Asian or Pacific Islander	2
Black	13
Unknown	1
White	338
<b>Total</b>	<b>407</b>

*\*Note: This report includes active probation and supervised release clients.  
This report does not include pre-trial or pre-sentence clients.*

**Probation and Supervised Release Summary  
ARC - Lake County Probation**

**10/01/2016**

Active Client Breakdown by Age\*

Adult	159
Juvenile	5
<b>Total</b>	<b>164</b>

Active Client Breakdown by Gender\*

Female	37
Male	127
<b>Total</b>	<b>164</b>

Active Client Breakdown by Offense\*

Felony	91
Misdemeanor	14
Gross Misdemeanor	58
Petty Misdemeanor	1
<b>Total</b>	<b>164</b>

Active Client Breakdown by Race\*

American Indian or Alaskan Native	4
Black	4
Unknown	2
White	154
<b>Total</b>	<b>164</b>

*\*Note: This report includes active probation and supervised release clients.  
This report does not include pre-trial or pre-sentence clients.*

**Probation and Supervised Release Summary  
ARC - St. Louis County-Duluth - Probation**

**10/01/2016**

Active Client Breakdown by Age\*

Adult	2340
Juvenile	80
<b>Total</b>	<b>2420</b>

Active Client Breakdown by Gender\*

Female	563
Male	1857
<b>Total</b>	<b>2420</b>

Active Client Breakdown by Offense\*

Misdemeanor	211
Petty Misdemeanor	2
Felony	1726
Gross Misdemeanor	474
Unknown	7
<b>Total</b>	<b>2420</b>

Active Client Breakdown by Race\*

American Indian or Alaskan Native	299
Asian or Pacific Islander	14
Black	393
Unknown	2
White	1712
<b>Total</b>	<b>2420</b>

*\*Note: This report includes active probation and supervised release clients.  
This report does not include pre-trial or pre-sentence clients.*

**Probation and Supervised Release Summary  
ARC - St. Louis County-Hibbing - Probation**

**10/01/2016**

Active Client Breakdown by Age\*

Adult	673
Juvenile	42
<b>Total</b>	<b>715</b>

Active Client Breakdown by Gender\*

Female	179
Male	536
<b>Total</b>	<b>715</b>

Active Client Breakdown by Offense\*

Felony	503
Gross Misdemeanor	123
Unknown	1
Misdemeanor	86
Petty Misdemeanor	2
<b>Total</b>	<b>715</b>

Active Client Breakdown by Race\*

American Indian or Alaskan Native	34
Asian or Pacific Islander	3
Black	51
Unknown	2
White	625
<b>Total</b>	<b>715</b>

*\*Note: This report includes active probation and supervised release clients.  
This report does not include pre-trial or pre-sentence clients.*

**Probation and Supervised Release Summary  
ARC - St. Louis County-Virginia - Probation**

**10/01/2016**

Active Client Breakdown by Age\*

Adult	1017
Juvenile	50
<b>Total</b>	<b>1067</b>

Active Client Breakdown by Gender\*

Female	258
Male	809
<b>Total</b>	<b>1067</b>

Active Client Breakdown by Offense\*

Unknown	1
Gross Misdemeanor	205
Felony	649
Misdemeanor	210
Petty Misdemeanor	2
<b>Total</b>	<b>1067</b>

Active Client Breakdown by Race\*

American Indian or Alaskan Native	113
Asian or Pacific Islander	1
Black	51
Unknown	1
White	901
<b>Total</b>	<b>1067</b>

*\*Note: This report includes active probation and supervised release clients.  
This report does not include pre-trial or pre-sentence clients.*



**Arrowhead Regional Corrections**

**BOARD LETTER**

Prepared on: 10-14-16  
Department Name: Administration  
Agenda Date: 10/21/16  
Placement: Administration  
Continued Item: No  
If Yes, date from:  
Number: 2016-29

---

**TO:** Executive Board Members

**FROM:** Kay Arola, Executive Director  
Wally Kostich, Chief Probation Officer

**SUBJECT:** Intoxalock Contract for Ignition Interlock Services

---

**Recommendation(s):**

The Executive Board authorize the Board Chair to sign an agreement with Intoxalock to provide ignition interlock services for the Integrated Judicial and Administrative Ignition Interlock project funded by a grant through the Minnesota Department of Public Safety for the period 10/1/16 through 09/30/17 at a cost not to exceed \$60,000.00.

**Alignment with Board Strategic Plan:**

Monitoring public-private partnerships and contracts to provide services consistent with evidence based practices.

**Executive Summary and Discussion:**

Since January 29, 2013, Intoxalock, owned and operated by Consumer Safety Technology, LLC, has been providing the ignition interlock services for the Ignition Interlock project and continues to provide excellent service. The St. Louis County Purchasing Department prepared an RFP for this service and after reviewing the responses Intoxalock prevailed. Consumer Safety Technology, LLC, has been certified as an ignition interlock manufacturer for the State of Minnesota's Ignition Interlock Device Program.

Intoxalock's ignition interlock device keeps track of the participant's destination, hours of operation, speed of travel, and an image of the participant taken by Intoxalock's infrared camera. This technology allows ARC staff 24/7 access to all participants' data via any web-enable device with all of the data available in real-time. Since the project began in 2013 396 referrals have been received with 102 of them occurring in 2016.

**Mandates and Service Levels:**

Under the Minnesota Ignition Interlock Program, first time DWI offenders with an a alcohol concentration of 0.16 and above and all repeat offenders are required to install an ignition interlock device for a minimum of one year or not drive. Minnesota's law targets first time offenders with high alcohol concentration levels and repeat offenders. These are offenders that are at a higher risk for DWI recidivism and are considered hardcore DWI offenders by national experts and the alcohol industry.

**Fiscal and Facilities Impacts:**

The funding string for this contract is 925-932999-629900-93223-99999999-2016.

**BY COMMISSIONER:**

**WHEREAS,** Since January 29, 2013, Intoxalock, owned and operated by Consumer Safety Technology, LLC, has been providing the ignition interlock services for the Ignition Interlock project and continues to provide excellent service. The St. Louis County Purchasing Department prepared an RFP for this service and after reviewing the responses Intoxalock prevailed. Consumer Safety Technology, LLC, has been certified as an ignition interlock manufacturer for the State of Minnesota's Ignition Interlock Device Program.

**WHEREAS,** Intoxalock's ignition interlock device keeps track of the participant's destination, hours of operation, speed of travel, and an image of the participant taken by Intoxalock's infrared camera. This technology allows ARC staff 24/7 access to all participants' data via any web-enable device with all of the data available in real-time. Since the project began in 2013 396 referrals have been received with 102 of them occurring in 2016.

**WHEREAS,** Under the Minnesota Ignition Interlock Program, first time DWI offenders with an a alcohol concentration of 0.16 and above and all repeat offenders are required to install an ignition interlock device for a minimum of one year or not drive. Minnesota's law targets first time offenders with high alcohol concentration levels and repeat offenders. These are offenders that are at a higher risk for DWI recidivism and are considered hardcore DWI offenders by national experts and the alcohol industry.

**WHEREAS,** the funding string for this contract is 925-932999-629900-93223-99999999-2016.

**NOW THEREFORE BE IT RESOLVED,** The Executive Board authorizes the Board Chair to sign an agreement with Intoxalock to provide ignition interlock services for the Integrated Judicial and Administrative Ignition Interlock project funded by a grant through the Minnesota Department of Public Safety for the period 10/1/16 through 09/30/17 at a cost not to exceed \$60,000.00.

# Northeast Regional Corrections Center - 2016 Statistics

## INTAKES

COUNTY	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %
Carlton	2	5	8	8	8	4	3	8	3	3			49	9.33%
Cook	0	0	0	0	0	0	0	0	1	0			2	0.38%
Duluth	31	32	29	22	23	33	36	32	28	28			266	50.67%
Hibbing	5	8	16	9	8	2	10	5	11	0			74	14.10%
Koochiching	0	0	0	0	0	0	0	0	3	0			3	0.57%
Lake	2	1	2	2	2	1	2	0	0	0			12	2.29%
Virginia	15	12	18	13	13	9	16	8	16	12			119	22.67%
<b>TOTALS</b>	<b>55</b>	<b>58</b>	<b>73</b>	<b>54</b>	<b>51</b>	<b>56</b>	<b>59</b>	<b>65</b>	<b>54</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>525</b>	<b>100.00%</b>

RACE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD	YTD %
American Indian	8	9	8	13	9	9	8	12	16	4			87	16.57%
Asian	0	0	1	0	0	0	0	1	0	1			3	0.57%
Other	2	0	1	0	0	1	0	0	0	0			4	0.76%
Black	4	5	7	2	3	8	8	8	8	5			50	9.52%
Caucasian	41	44	56	39	39	39	38	41	44	44			381	72.57%
<b>TOTALS</b>	<b>55</b>	<b>58</b>	<b>73</b>	<b>54</b>	<b>51</b>	<b>56</b>	<b>59</b>	<b>65</b>	<b>54</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>525</b>	<b>100.00%</b>

CHARGE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %
Felony	39	45	59	41	44	45	45	44	51	43			411	78.44%
Gross Misd	12	7	7	11	5	8	8	10	11	5			76	14.50%
Misd	4	6	7	2	2	2	2	5	3	6			37	7.06%
<b>TOTALS</b>	<b>55</b>	<b>58</b>	<b>73</b>	<b>54</b>	<b>51</b>	<b>56</b>	<b>59</b>	<b>65</b>	<b>54</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>524</b>	<b>100.00%</b>

AGE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %
18 Yrs & Older	55	58	72	54	51	56	56	59	65	54			524	99.81%
17 Yrs & Younger	0	0	1	0	0	0	0	0	0	0			1	0.19%
<b>TOTALS</b>	<b>55</b>	<b>58</b>	<b>73</b>	<b>54</b>	<b>51</b>	<b>56</b>	<b>59</b>	<b>65</b>	<b>54</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>525</b>	<b>100.00%</b>

RELEASE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD %
Alternative Sanctions	0	1	0	0	0	0	0	0	0	0			1	0.20%
Early Rel by Court	8	14	14	16	17	17	17	18	13	13			134	26.91%
Escape	0	0	0	0	0	0	0	0	0	1			1	0.20%
Rel to Another Auth/Jail	1	0	2	0	0	0	3	1	1	1			9	1.81%
Rel to Non-Jail Auth	3	6	6	2	3	3	3	2	1	1			24	4.82%
Sentence Completed	38	38	43	34	42	39	33	26	33	36			329	66.06%
<b>TOTALS</b>	<b>50</b>	<b>59</b>	<b>61</b>	<b>53</b>	<b>62</b>	<b>62</b>	<b>62</b>	<b>53</b>	<b>46</b>	<b>52</b>	<b>0</b>	<b>0</b>	<b>498</b>	<b>100.00%</b>

AVERAGE DAILY POPULATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
AVERAGE DAILY POPULATION	98	103	109	109	111	110	95	101	109	123			107
% CAPACITY	68.06%	71.53%	75.69%	77.08%	76.39%	65.97%	70.14%	75.69%	85.42%	0.00%	0.00%	0.00%	74.00%

The percentage is based on a 144 person capacity.

**NORTHEAST REGIONAL CORRECTIONS CENTER  
2016 OFFENSE STATISTICS**

**2016 INTAKES**

OFFENSE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD	YTD %
Assault	1	6	9	5	5	1	5	1	3				36	5.47%
Burglary/Robbery	2	0	2	0	2	0	1	0	1				8	1.22%
Crim Sex Conduct or Related Crimes	1	0	3	1	2	0	1	1	1				10	1.52%
Drugs/Drug Related	6	3	6	5	2	3	2	4	3				34	5.17%
DWI/Alcohol Related	3	5	2	1	3	4	0	2	1				21	3.19%
Viol OFF	5	6	10	5	3	3	1	3	2				38	5.78%
Other	6	8	16	2	2	2	2	4	2				44	6.69%
VOP/Alcohol Related	6	0	3	4	3	6	9	7	5				43	6.53%
VOP/Assault	9	8	19	14	10	9	17	17	15				118	17.93%
VOP/Burglary	4	2	6	4	7	7	5	12	5				52	7.90%
VOP/Crim Sex Cond or Related Crimes	2	1	1	3	3	0	4	1	0				15	2.28%
VOP/Drug Related	13	15	15	11	12	16	10	14	11				117	17.78%
VOP/Other	12	21	18	9	11	10	15	14	4				114	17.33%
VOP/Weapons	0	1	0	0	1	0	0	0	1				3	0.46%
Weapons	1	1	1	0	1	0	1	0	0				5	0.76%
<b>TOTALS</b>	<b>71</b>	<b>77</b>	<b>111</b>	<b>64</b>	<b>67</b>	<b>61</b>	<b>73</b>	<b>80</b>	<b>54</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>658</b>	<b>100.00%</b>

**Cook County  
Request for Time**

e-mail form

**Before the Board of Commissioners**

11,

1.	a. Topic or Issue: (As should be listed on agenda) Update from State Elected Officials	b. Requested Date: 10/25/2016	c. Amount of time with Board 30 minutes at 11am	Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting Jeff Cadwell	b. Phone: 387-3687	c. Email: jeff.cadwell@co.cook.mn.us	
3.	a. Departments affected: All	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.	<b>BOARD ACTION REQUESTED</b> (detail what you seek from the board, including motion/vote): Senator Bakk and Representative Ecklund will be here to provide an update on legislative issues.			
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).			
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"/>

**Cook County  
Request for Time**

e-mail form

**Before the Board of Commissioners**

12.

1.	a. Topic or Issue: (As should be listed on agenda) Budget	b. Requested Date: 10/25/2016	c. Amount of time with Board 2 hours	Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting Jeff Cadwell	b. Phone: 387-3687	c. Email: jeff.cadwell@co.cook.mn.us	
3.	a. Departments affected: All	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.	<b>BOARD ACTION REQUESTED</b> (detail what you seek from the board, including motion/vote): Continuing Budget Discussions to include: Community Education Recreation Grand Marais Playhouse General discussion of non-mandated and discretionary requests Review of changes to Highway Department budget request after passage of transportation tax			
7.	<b>BACKGROUND AND JUSTIFICATION</b> (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).			
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"/>