

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

Grand Marais, Minnesota
July 12, 2016

The Board met in regular session this 12th day of July, 2016, at the Courthouse in Grand Marais, Minnesota.

The meeting was called to order at 8:30 a.m. with the following members present: Commissioners Doo-Kirk, Gamble, Storlie, and Sivertson. Absent: Moe.
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 Gamble, seconded by Storlie, and carried by unanimous vote to approve the agenda for the meeting as amended.

No citizens appeared for the Public Comment portion of the meeting. Doo-Kirk asked for a moment of silence for the recent violence happening around the world.

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 June 14 & 21, 2016
- C. Raffle Permit Resolution for Cook County Snowmobile Club
- D. MN Government Access Change Form-Attorney's Office
- E. Subordination Agreement for Gunflint Lodge Property
- F. Election Judges for the 2016 Primary and General Elections

Motion was made by Gamble, seconded by Sivertson, and approved to accept the consent agenda, including the adoption of the following resolutions:

RESOLUTION # 2016-51

BE IT RESOLVED, that the following claims totaling \$4,148,955.47 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>
A E O A	63,317.00
Association Of MN Counties	2,352.00
Bayside Printing	118.00
BCA - CJDN	390.00
Bucks Electronics	30.17
Bucks Hardware Hank	225.71
Citi Lites	58.00
Cook County Home Center	205.63
Cook County News Herald Inc	2,367.54
D J Smith Trucking	4,000.00
D S C Communications	2,095.00
Dalco	155.46
Danielson/Candace	480.00
Doo-Kirk/Heidi	270.96
G & G Septic LLC	975.00
Galls Incorporated	80.34

Good Measure Media	4,488.85
Grand Marais Auto Parts	493.15
Grand Marais Motors Inc	189.27
Hicken/Molly	80.00
Isak Hansen True Value	187.50
Johnsons Foods	165.66
M C I S	2,278.50
Moe/Frank	343.44
My Brothers Place Auto Repair LLC	119.46
Nelson Machine Products LLC	924.00
Northern Wilds Media Inc	106.00
Pace Analytical Services Inc	40.10
Paper Direct	55.98
Powers/Braidy	238.80
R C M Headsets	90.00
RELX Inc DBA Lexis Nexis	426.42
Sawtooth IT LLC	1,372.50
Sea Change Printing & Marketing	2,712.13
Sivertson/Jan	653.04
Smiths Laundry	424.50
Sonju Two Harbors LLC	56.03
Stark Rainwater Harvesting	3,115.07
Storlie/Virginia	500.06
Streicher's	49.99
Tire And Auto Lodge	380.95
Watkins/Rowan	38.61
Wreck Less Towing	265.50
<u>Airport</u>	
Back Office Services LLC	90.00
G & G Septic LLC	650.00
K G M Contractors Inc	413,777.25
North Shore Waste	2,094.30
<u>YMCA Fund 17</u>	
Rude/Brad	300.00
<u>Fund 39</u>	
Mid-America Golf & Landscape Inc.	329,254.20
Superior National at Lutsen	8,645.79
<u>EARLY PAYABLES</u>	
Armbruster/Todd	2,035.00
Bridgeview Forestry	4,531.40
Campanaro/Patricia	2,112.26
Duluth Area Family YMCA	200.00
MN Life Ins Co	10.40
Northern Wilds Media Inc	822.00
Office of MN.IT Services	44.40
Petty Cash/Auditor Office	85.47
Pranis/Bob	1,359.07
Public Utilities Commission	1,816.13
Toshiba Business Solutions USA	149.28
Amazon.com	143.53
Optima Battery/Shoptron	267.18
Jacobsen/Dean	69.47
MN Counties Intergov't Trust	745.00
Petty Cash/Auditor Office	5.59

K G M Contractors Inc	234,185.63
Fourth Meridian Land Surveys	1,550.00
Hach Company	215.14
Swanson & Heeren P C	350.00
Tofte/Town Of	23,000.00
A T & T Mobility	731.10
Armbruster/Paul	750.00
Arrowhead Electric Cooperative	1,327.74
Centurylink	128.57
Visa Correction	5,797.26
Government Forms and Supplies	24.00
Hicken/Molly	91.92
Nesgoda Services LLP	3,010.00
Office of MN.IT Services	2,119.33
Pro Tainer Inc	18,549.00
Public Utilities Commission	3,896.52
Quill Corp	274.97
Shi International Corp	820.00
True North Broadband	79.98
Arrowhead Electric Cooperative	348.73
Centurylink	38.15
North Shore Oil Co	914.47
Northland Constructors Of Duluth LLC	119,486.96
Office of MN.IT Services	159.17
Public Utilities Commission	1,114.09
Schroeder/Town Of	1,969.43
Tofte/Town Of	885.57
Verizon Wireless	250.34
Arrowhead Electric Cooperative	1,001.01
Office of MN.IT Services	59.59
Cook County Events & Visitors Bureau	-11,085.00
Cook County Events & Visitors Bureau	20,475.60
Ely Area Joint Powers Lodging Tax Brd	4,107.34
Grand Marais/City Of	6,660.84
Schroeder/Town Of	498.06
Silver Bay Area Tourism Assn	1,572.60
Tofte/Town Of	9,672.69
MN Comm Of Mmb - Treas Div	565.00
Adams/Mark	8,213.58
All Over Media LLC	1,100.00
Armbruster/Paul	810.00
Armbruster/Todd	1,993.75
Arrowhead Electric Cooperative	498.89
Arrowhead Library Systems	28,780.00
Birch Grove Charter School	9,000.00
Birch Grove Foundation	15,000.00
Brooks Sr/Robert	203.17
Centurylink-Seattle	632.50
Cook County Community Education	15,000.00
Cook County Council On Aging	36,500.00
Cook County Higher Education	15,000.00
Cook County Historical Society	50,000.00
Grand Marais Public Library	116,784.00
HealthPartners	2,546.72

Holiday	136.68
Igoe/Peter	450.00
Maruska/Tyler	144.99
MN Secretary Of State	120.00
Nesgodia Services LLP	8,189.00
North Shore Title	230,300.00
Northeast Service Cooperative	129,138.50
Powers/James	105.41
Quill Corp	479.90
Schroeder Area Historical Society	15,000.00
Strand/Pat	313.48
True North Broadband	69.99
Weberg/Amanda	491.40
Wimactel Inc	60.00
Cook County News Herald Inc	58.00
Edwards Oil	14,284.10
Speedee Delivery Service Inc.	148.10
Minnesota Revenue	4,925.81
Correction/First Int Bank & Trust/Visa	2,635.78
Fees	165.30
Ruttger's Bay Lodge - Brainerd	392.78
MN Association of Assessors	200.00
Calendar Wiz	11.00
Asknet Cyberlink Shop	88.49
Days Inn - Baxter	94.25
Joyne's Dept Store	40.00
Cook Co Whole Foods	50.00
Credit Grandview Lodge	-114.03
Hilton - MPLS	130.00
Skillpath National	179.00
Cragun's Lodge - Brainerd	249.73
Act MN Office of Justice	150.00
Ennis Incorporated	31.47
Myrtle Beach Airport	35.64
Delta Air	50.00
La Quinta - Duluth	135.30
Hilton - Myrtle Beach	723.48
Holiday Inn - St Paul	371.55
Mystic Lake	180.00
Clark - Hibbing	22.00
Super America - Vad Hghts	31.07
Holiday - Beaver Bay	32.64
Holiday - Shakopee	44.98
Home Depot	463.82
Smart Sign	92.35
Wal-Mart	72.00
National 4-H Council	248.48
Amazon Mktplace	18.11
Credit Amazon Prime	-99.00
Acme United Corp	950.60
Dan's Feed Bin	2,349.00
US Safety Supply Co	549.36
Envirosafety Products	620.88
Holiday	47.76

Johnson's Foods	89.37
Supply House	259.95
L&S Electric	175.22
Amazon.com	524.46
A And D Media	5,600.00
Armbruster/Paul	735.00
I C M A Membership Renewals	760.00
Igoe/Peter	450.00
Jackson's Motor Vehicle Licensing Inc	1,240.93
MN City/County Mgmt Assoc	110.40
Nesgoda Services LLP	5,600.00
Nosker Plumbing	3,200.00
Office of MN.IT Services	976.95
Powers/James	105.51
Como Oil Co	3,333.78
Edwards Oil	14,565.75
Steve's Sports & Auto	77.10
Mid-America Golf & Landscape Inc.	152,658.00
Pace Analytical Services Inc	1,540.00
Pie Place/The	350.59
Armbruster/Paul	705.00
Association Of MN Counties	100.00
Campanaro/Patricia	520.00
Clark/Biz	272.16
Como Oil Co	576.24
Edwin E Thoreson Inc	705.00
Government Forms and Supplies	1,612.17
Igoe/Peter	480.00
Mc Millan Tree Service	2,840.00
MN & Iowa Conservation CORPS	10,827.00
MN Life Ins Co	27.90
Nelson/Tim	142.02
Nelson/Tim	54.54
North Superior Ski & Run Club	4,500.00
Office of MN.IT Services	2,442.08
Reserve Account	4,000.00
Rock Snow & Fire	66,640.00
Seaton/David	200.88
Sundew Technical Services LLC	971.92
Toshiba Business Solutions USA	817.02
Weberg/Amanda	4,933.74
Cooper/Neal	18.75
Jackson's Motor Vehicle Licensing Inc	1,564.75
Office of MN.IT Services	182.81
Mikes Holiday Grand Marais	1,000.00
Toshiba Business Solutions USA	82.00
Office of MN.IT Services	89.03
Roy Aero Service	5,000.00
Golfscapes Inc.	9,555.81
Barnhart/David	2,084.00
Schroeder/Town Of	5,446.81
Lutsen/Town Of	1,531.92
Tofte/Town Of	11,347.52
Cabela's	691.93

Amazon.com	110.26
Dan's Feed Bin	650.00
Nelson/Tim	54.54
Nesgoda Services LLP	6,644.00
Petty Cash/Aluminum Redemption	373.40
U S Department Of State	90.00
I S D 166	291,743.31
<u>Property Tax Refunds</u>	
Bethke/Christopher & Debra	9.48
Bullard & Deighton Muller/Dorothy	1,740.00
Devil Track Rentals LLC	36.00
Gustafson/Jonathan	462.00
Hansen/Jean	8.00
Laidlaw/Timothy	32.00
Lake Superior-Pop River Water Dist	27.00
Lindquist/Michael	328.00
Lykken/Jessie Et Al	17.76
Mithuen/Joseph	251.00
Monson/David	16.00
Motschenbacher SD-JR Trustees	439.00
Nelson & Betsy Bohnenblust/Scott	20.00
Norris ET AL/James	85.28
Olson/Trent	30.74
Papa Family Limited Partnership	30.00
Ryther/Jeffery & Sandra	60.00
Scheller/Ohmann	116.00
Skinner/Charles	1,511.00
Spencer & Stephanie Sommer/Stephen	1,776.00
<u>Sales & Use Tax</u>	
MN Comm Of Revenue	121.00
<u>Tax Distributions</u>	
A R D C	16,045.65
Cook Co Grand Marais Joint EDA	120,539.09
Cook County North Shore Hospital	434,540.02
Tofte Schroeder Sanitary District	14.73
Grand Marais/City Of	484,489.30
Lutsen/Town Of	95,256.76
Schroeder/Town Of	20,140.99
Tofte/Town Of	83,150.56
I S D	46,605.73
Colvill Fire Dept	21,935.84
Grand Marais/City Of	27,661.77
Gunflint Trail VFD	45,090.09
Hovland Fire Dept	45,299.28
Maple Hill Fire Dept	27,646.28

RESOLUTION # 2016-52

BE IT HEREBY RESOLVED, that the Cook County Board of Commissioners hereby approves a permit for a Lawful Gambling Activity for Cook County Ridge Riders to conduct a raffle on Sunday, March 5th 2017, at The Trout Derby at Gunflint Lake on the Gunflint Trail.

Molly Hicken, County Attorney, appeared before the Board. Hicken stated that K. Johnson is requesting to use test panels as part of a discovery process in the claims against K. Johnson for alleged defective construction of the hockey rink slab located at the Community Center. Hicken asked the Board to make a motion to approve or decline the proposal. Motion was made by Commissioner Gamble, seconded by Commissioner Storlie, and carried by unanimous vote to approve the access agreement by K. Johnson.

Hicken, along with Nancy S. Larson, USDA Forest Service, Superior National Forest, Gunflint District Ranger, updated the Board on the Amendment to Land Exchange Agreement and requested to revise Schedule B which is an attachment to the original Land Exchange Agreement the County executed in November 2015. Motion was made by Sivertson, seconded by Doo-Kirk, and carried by unanimous vote to authorize execution of amendment to the Land Exchange Agreement which revises an attachment to the Exchange Agreement called Schedule B.

Pat Eliassen, Cook County Sheriff, appeared before the Board to report on the new Sheriff's office staffing after the resignation of Lead Dispatcher/Assistant TAC Amity Goettl. Eliassen explained that there was internal shifting in positions that need to be approved. Motion was made by Sivertson, seconded by Storlie, and carried by unanimous vote to approve the hiring of Lindsay Mielke as the new Lead Dispatcher/Public Safety Systems Specialist at a C 41-2 Step 3; approve the change in status for Heather Wicklander Dispatcher/jailer from 28 hours to 40 hours; and approve the posting to fill the now vacant 28 hour position of Dispatcher/Jailer.

Jeff Cadwell, County Administrator, appeared before the Board. Cadwell requested the hiring of Josh Beck as the new Public Health/Human Services Director. Motion was made by Gamble, seconded by Storlie, and carried by unanimous vote to approve the hiring of Josh Beck as the new Public Health/Human Services Director at a D63-2 Step 2 with the conditions included in the job offer made by the Search Committee on July 1, 2016.

Cadwell updated the Board on the Schoolhouse Road Right of Way acquisition purchase agreement with Steve Carlson who lives on the School House Road. Under the agreement the County will purchase the triangle between the old Schoolhouse Road and the current School House Road. The Highway Department will then be able to return the old Schoolhouse Road to right of way and work with property owners to create driveway access to the current road. Motion was made by Gamble, seconded by Storlie, and carried by unanimous vote to approve delegating authority to Administrator Cadwell to execute all agreements and documentation related to the closing of the purchase of property on School House Road, Grand Marais, MN 55604; including but not limited to Affidavit Regarding Purchaser, Settlement Statement, and Closing Acknowledgment.

Cadwell updated the Board on the County Assessor search. The Assessor job description does not include Land Commissioner duties. Cadwell stated that he will be creating a committee to review and screen applicants, interview qualified candidates and make a final recommendation to the Board for hiring.

Cadwell requested authorization to allow temporary out of class appointments in the Assessor Office, until a new Assessor is appointed. Motion was made by Storlie, seconded by Gamble, and carried by unanimous vote to approve the temporary out of class appointments in the Assessor Office for; Todd Smith from C43-2 Step 7 to D63-2 Step 1; and Lisa Kerr from B32-2 Step 3 to C42-2 Step 1.

Brian Silence, Maintenance Director, appeared before the Board. Silence informed the Board that after doing an inspection, it was discovered that the windows frames in the new part of the Court House building and the Law Enforcement Center are rotten beyond repair, and that the old section of the Court House Building roof is 30 years old and starting to fail. Motion was made by Gamble, seconded by Sivertson, and carried by unanimous vote to approve the soliciting of bids and searching for potential funding opportunities.

Correspondence – Memos:

- A. Cook County Historical Society Meeting Materials.
- B. Arrowhead Transit Employee of the Month, Robin Derscheid.

Commissioner Doo-Kirk reported that she would attend the WTIP interview on July 13, 2016.

There being no further business, motion was made and carried that the meeting be adjourned at 9:35 a.m.

HEIDI DOO-KIRK, Chair
Cook County Board of Commissioners

ATTEST: **BRAIDY POWERS**
Auditor-Treasurer

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

Grand Marais, Minnesota
July 19, 2016

The Board met in regular session this 19th day of July, 2016, at the Courthouse in Grand Marais, Minnesota.

The meeting was called to order at 10:10 a.m. with the following members present: Commissioners Doo-Kirk, Gamble, Storlie, and Sivertson. Absent: Moe and County Attorney Molly Hicken. Also present were, County Administrator Jeff Cadwell, Auditor-Treasurer Braidy Powers, and Office Support Specialist Bev Wolke.

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

Motion was made by Gamble, seconded by Storlie, and carried by unanimous vote to approve the agenda for the meeting as amended.

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. Gamble requested pulling items # D & F.

- A. Claims
- B. Cook County Board Minutes for June 28, 2016
- C. Credit Card Authorization
- E. Firewise Assessment Grant in the amount of \$76,700

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

RESOLUTION # 2016-53

BE IT RESOLVED, that the following claims totaling \$226,789.92 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>	
AmeriPride Services	42.44
Arrowhead Regional Corrections	24,007.67
Aspen Lodge - Inn	243.88
Blue Water Cafe LLC	1,226.12
Bucks Hardware Hank	1,815.97
C D W Government	162.95
C M I Inc	272.09
Centurylink	46.75
Citi Lites	54.00
Clean Plus Inc - CPI Divisions	158.57
Cook County Home Center	130.96
Cook County News Herald Inc	257.00
D S C Communications	117.25
D S Solutions Inc	338.00
G & G Septic LLC	482.11
Gamble/Garry	821.11
Grand Marais Motors Inc	17.54
Hill/Judy	255.20
I G A Genes Foods	100.33

Jamar Company/The	500.00
Lake County Sheriff	4,850.00
M R Sign Co Inc	66.16
Marasco/Valerie	369.16
Mille Lacs County Jail	1,535.78
MN - BCA MN JIS Section/State of	210.00
MN U C Fund	661.00
Newegg Inc	147.97
North Shore Superior Pest Management	175.00
Northern Wilds Media Inc	400.00
O S I ENVIRONMENTAL INC	530.00
Pace Analytical Services Inc	184.10
Sandstrom/William	99.00
St Louis County Auditor	1,000.00
Steve's Sports & Auto	280.53
Superamerica	48.23
Tessco Incorporated	39.14
Tire And Auto Lodge	221.66
Watkins/Rowan	21.87
Wiinanen/James	12.00
<u>Road & Bridge</u>	
Centurylink	39.04
MN U C Fund	829.38
<u>Airport</u>	
Cook County News Herald Inc	332.50
Steve's Sports & Auto	18.01
<u>YMCA</u>	
Aqua Logic Inc	941.49
<u>Fund 34</u>	
Dermco La Vine Construction Co	50,000.00
<u>Soil & Water</u>	
Bucks Hardware Hank	36.56
<u>Road & Bridge</u>	
A A A Striping Service Co	44,956.44
Acme Tools	87.99
Berglund/Daniel	12.00
Betts/David	132.96
Braun Intertec Corporation	18,101.00
Bucks Hardware Hank	9.08
Charlie Sawyer	24.00
Contech Engineered Solutions	26,919.94
Cook County Home Center	58.94
Cook County News Herald Inc	52.52
D S C Communications	143.00
Edwin E Thoreson Inc	480.00
Erickson Engineering Co LLC	7,677.54
Fastenal Company	24.32
FleetPride	36.24
Forestry Suppliers Inc	100.65
G & K Services	269.50
Gempler's Inc	174.70
Gilson Co Inc	770.37
Grand Marais Auto Parts	345.85
Holiday	41.74

Isak Hansen True Value	29.99
L H B Engineers & Architects Inc	5,363.90
La Boda Grading Inc	825.00
M R Sign Co Inc	638.50
Mc Master-Carr Supply Co	55.59
Midwest Division-PetroChoice	228.77
Mike Rose Excavating	405
MN Dept Of Labor & Industry	40
MN Dept Of Transportation	218.99
Myers Tire - Des Moines #15	3,668.00
North States Crane & Hoist	725
Northern Safety Technology	257.62
Nuss Truck & Equipment	299.02
O'Day Equipment LLC	1,800.75
Occupational Development Center Inc	325.64
Perrin Mobile Medical	150
Pomp's Tire Service Inc	72
Quill Corp	49.33
Sonju Two Harbors LLC	66.82
Steve's Sports & Auto	648.93
Thompson Performance	114.83
Titan Machinery and Rentals	10,020.00
Unique Paving Materials	1,250.55
V & H Inc	148.78
W P & R S Mars Co	458.75
Ziegler Inc	4,410.86

RESOLUTION # 2016-54

RESOLUTION FOR MANAGEMENT OF CREDIT CARD ACCOUNTS

WHEREAS, Yafa Napadensky is the PHHS Fiscal Supervisor and Andrea De Boer is the PHHS Social Services Accounting Technician and,

WHEREAS, the County uses credit cards issued by First International Bank and Trust of Tampa Florida, and

WHEREAS, the County has need to manage such credit card accounts and has authorized County Auditor-Treasurer Braidy Powers, Financial Coordinator Karen Blackburn and Bookkeeper Angie Cook, all in the Auditor's Office to manage all county credit cards, and

WHEREAS, it would be more efficient for PHHS to manage the three credit cards under their control and would not compromise overall security,

THEREFORE, be it resolved, the Board of Commissioners of Cook County, Minnesota authorizes Yafa Napadensky, PHHS Fiscal Supervisor, and Andrea De Boer, PHHS Social Services Accounting Technician, to access PHHS credit card account information and to manage such accounts, including opening and closing those county accounts.

Commissioner Gamble asked for Administrator Cadwell to speak with Highway Department Engineer Betts and Sheriff Eliassen to assess how to improve the traffic flow during special events that can become an inconvenience to drivers. Gamble then inquired how and when purchases go to bids. Motion was made by Gamble, seconded by Sivertson, and carried by unanimous vote to approve items #D, Fisherman's Picnic Special Event Permit, and #F, 2016 purchase of a Multi-Function Printer.

Cadwell stated that for the County Assessor search he is creating a committee to review and screen applicants, interview qualified candidates and make a final recommendation to the Board for hiring. Motion was made by Sivertson, seconded by Doo-Kirk, and carried by unanimous vote to approve the search Committee for the next County Assessor comprised of, Administrator Cadwell; Judy Hill, Human Resource Specialist; Tim Nelson, Planning Director/Solid Waste Officer, and Commissioner Gamble.

Cadwell requested authorization to reclassify the Assistant Engineer position due to the inability to recruit any qualified applicants to fill the vacant position. Cadwell stated the job description has been revised to reflect the nature of the work that would be needed from a candidate in this position. Motion was made by Sivertson, seconded by Gamble, and carried by unanimous vote to approve the reclassification of the Assistant Engineer position from C52-2 to D61-2.

Tim Nelson, Planning Director/Solid Waste Officer, appeared before the Board to recommend adopting the updated Cook County Sign Ordinance #53 which takes into consideration new types of technologies associated with illuminating signs as well as a Supreme Court decision affecting the County's ability to regulate various types of speech. Motion was made by Gamble, seconded by Sivertson, and carried by unanimous vote to approve the recommendation of the Planning Commission to adopt the proposed Cook County Sign Ordinance #53 as presented.

Cadwell gave an update on the Compensation/Class Study stating that two representatives are in house this week conducting 72 interviews with County employees and gathering data. Cadwell stated that the Personnel Committee is working on a Compensation strategy on how to compete for talent in the marketplace. It has four main pillars: Who we compete with in the marketplace (Define market); where we position our program relative to the competition; What the County wants to pay for: Seniority, performance, or others; How to deliver the pay: Step progression, merit increases, or COLA. Cadwell said the decision point is what we pay for determines our pay program design, and who we compete with determines our market peer group. The answers for these questions shape our compensation program and guide pay administration practices.

Cadwell updated the Board on the current staff openings, saying that interviewing for the YMCA Maintenance position will begin soon. The Soil & Water Seasonal Technician position listing deadline is over, the Public Health Human Service Office Support/Case Aide position recruiting deadline is July 29, 2016 with testing on August 9, 2016 and both Emergency Management Director and Assessor position vacancies have deadlines of August 15, 2016. Cadwell then informed the Board that after the meeting with the Scenic By-Way Committee, Soil & Water, MNDOT Representatives, and the Cook County Highway Department, they felt it would be better to look for a more suitable funding than the Federal Scenic By-Way Grant as Federal Funding comes with a lot of oversight. Lastly Cadwell stated the Court House Art Committee will be taking down the art that has been hanging in the Court house the last few months to be replaced with another local artist.

Doo-Kirk thanked the Grand Marais Public Utilities Commission for forgiving the sewage bill for more than one million gallons of water leaked from the Cook County Community YMCA swimming pool due to a rock stuck in a mechanical valve at the bottom of the pool.

Braidy Powers, Auditor-Treasurer, appeared before the Board. Powers presented a change order describing a change in the engineer's estimate of cost for the airport extension grading phase II project. Powers assured the Board that RS&H has determined that the project is currently under budget by about \$250,000.00 so the change order will not require an amendment for funding. Motion was made by Sivertson, seconded by Storlie, and carried by unanimous vote to approve the change order increase in the amount of \$227,158.80 for the airport extension grading phase II project consisting of the runway 9 approach surface obstruction clearing.

Correspondence – Memos:

- A. Cook County 1% Local Option Sales Tax
- B. Cook County Lodging Tax as of 5/31/2016
- C. Arrowhead Regional Corrections Board Materials
- D. Cook County EDA Meeting Materials
- E. Cook County/Grand Marais Special EDA Meeting

Commissioner Doo-Kirk reported that she would attend the WTIP interview on July 20, 2016.

There being no further business, motion was made and carried that the meeting be adjourned at 11:02 a.m.

HEIDI DOO-KIRK, Chair
Cook County Board of Commissioners

ATTEST: **BRAIDY POWERS**
Auditor-Treasurer

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

Grand Marais, Minnesota
July 26, 2016

The Board met in regular session this 26th day of July, 2016, at the Courthouse in Grand Marais, Minnesota.

The meeting was called to order at 8:30 a.m. with the following members present: Commissioners Doo-Kirk, Gamble, Moe, Storlie, and Sivertson. Absent: County Attorney Molly Hicken. Also present were, County Administrator Jeff Cadwell, Auditor-Treasurer Braidy Powers, and Office Support Specialist Bev Wolke.

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

Motion was made by Gamble, seconded by Storlie, and carried by unanimous vote to approve the agenda for the meeting as amended.

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. Commissioner Gamble requested pulling items # B as the minutes were already approved at the June 19, 2016 Board Meeting. Commissioner Doo-Kirk requested pulling item #C, and Commissioner Sivertson requested pulling item #E.

A. Claims

D. Satisfaction and Release of Septic System Loan

F. EMS Performance Grant in the amount of \$15,770

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

RESOLUTION # 2016-55

BE IT RESOLVED, that the following claims totaling \$83,542.22 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:

Revenue Fund

Bailey/Tess	57.00
Campanaro/Patricia	204.04
Costley & Morris, PC	1,699.52
Ege/Duane	923.20
Eliassen/Donn Erik	830.00
Emergency Automotive Technology Inc	202.03
Hasegawa/Duane	30.00
Mielke/Lindsay	124.20
Pierce Richards Law Office	1,488.00
Pranis/Bob	959.60
Reiner/Virginia	42.96
Rogers/Rena	433.08
Routh/Mary	48.36
St Louis County Auditor	21,041.35
Vandenberg/Kristin	51.60
Weitz/Timothy	75.00
<u>Airport</u>	
Ege/Duane	332.28

Doo-Kirk requested correcting the Fire Hall number be used on the Lawful Gambling Activity resolution for the Mid Trail Property Owners Association. Commissioner Sivertson moved the adoption of the following resolution and upon seconding by Commissioner Moe was adopted by unanimous yeas vote of all members present:

RESOLUTION # 2016-56

Be It Hereby Resolved, that the Cook County Board of Commissioners hereby approves a Permit for Lawful Gambling application for the Mid Trail Property Owners Association to conduct a raffle on August 10, 2016, at Fire Hall #1.

Commissioner Sivertson inquired whether the Cost Allocation Plan was mandatory. Auditor Powers explained that although it is not mandatory, the Cost Allocation Plan is required for Cook County to receive reimbursements from the Federal Government for the required administrative support the County provides for the Federal Programs offered in Cook County. Motion was made by Moe, seconded by Sivertson, and carried by unanimous vote to approve the contract with Government Management Group to prepare Cook County's Cost Allocation Plan for the years ending 2016 through 2020 at an annual cost of \$3,600.00.

Jim Wiinanen, Emergency Management Director, appeared before the Board. Wiinanen requested the Board approve an Emergency Management Preparedness Grant for the acquisition of a combination rehab/command trailer. The project amount is estimated at \$31,878. This is a special projects grant requiring a 50% local match with match funds identified from a special gift to the Sheriff's Office and the capital funds in the Search and Rescue budget. Additional support is being sought from other sources including the fire departments, two foundations and four businesses. Motion was made by Sivertson, seconded by Moe, and carried by unanimous vote to approve signing Emergency Management Preparedness Grant: A-EMPG-2015-COOKCO-107 for the acquisition of a combination rehab/command trailer for the Sheriff's Office and other emergency response groups.

Bill Lane, Planning & Zoning Administrator, Tim Nelson, Planning Director/Solid Waste Officer, and Blake Cazier, Cazier Properties LLC, appeared before the Board. Lane explained that Cazier Properties LLC entered into a purchase agreement with Kevin and Karen Woodward to purchase 160 acres of land north of Pike Lake and west of the Cascade River. Upon purchase, Cazier Properties LLC will lease the land to Positive Energy Outdoors, a 501 ©3 corporation whose goal is to establish a recreational facility for youth at risk. Commissioners discussed the amount of dogs allowed on the property and how the very remote location should be a good fit. Commissioner Doo-Kirk moved the adoption of the following resolution and upon seconding by Commissioner Gamble was adopted by unanimous yeas vote of all members present:

RESOLUTION # 2016-57

Cazier Properties, LLC Interim Use Permit

BE IT RESOLVED, that upon recommendation of the Cook County Planning Commission, and after public hearing duly held on July 13, 2016 the following Interim Use Permit is granted, subject to the noted conditions:

SEE EXHIBIT A FOR LEGAL DESCRIPTION

Cazier Properties, LLC: request for an Interim Use Permit to establish a recreational facility on property adjacent to Bally Creek Road and the Cascade River. Parcel IDs: 51-223-2300, -2400, -3100, -3200.

1. All operations conducted by Cazier Properties, LLC and Positive Energy Outdoors must comply with Minnesota Rule 7080, and the Cook County Septic Ordinance.
2. All structures must conform to Cook County Zoning Ordinance criteria.
3. The use of recreational vehicles for temporary or permanent habitation shall conform to Cook County Zoning Ordinance criteria (*Section 5.12, Cook County Zoning Ordinance*).

4. Kennel management guidelines (*Section 10.06 D, Cook County Zoning Ordinance*) shall serve as a model for Positive Energy Outdoors kennel operations.
5. The property shall conform to all components of the Wetland Conservation Act.
6. Wetland resources on the southern 80-acres shall be delineated and verified by the Cook County LGU prior to site modification.
7. Extraction of sand or gravel resources for road or infrastructure improvements shall require approval of a separate Interim Use Permit and shall conform to Section 10.06 of the Cook County Zoning Ordinance.
8. All relevant guidance provided in the Cook County Zoning Ordinance for the FAR-1 zone district shall be followed.
9. This permit shall be reviewed by the OPZ 1-year following its approval, with results presented to the Planning Commission and Board of Commissioners.
10. Upon sale or transfer of the property, this Interim Use Permit shall terminate. New property owners shall have 60-days to apply for a new IUP, allowing operations established by PEO to continue.
11. This permit shall be amended as a submittal of Cazier Properties, LLC. Cazier Properties LLC shall be responsible for compliance with all conditions of this permit.

Lane then explained a recent request for an Interim Use Permit to establish an Air Bed and Breakfast was considered by the Office of Planning and Zoning Commission. The Commission identified the apparent conflict between an Air Bed and Breakfast rental and its placement within the Cook County Zoning Ordinance. There are no Air Bed and Breakfast operations mentioned in the ordinance, and its parallel use Vacation Rentals by Owner, are allowed within the permit in all Cook County residential zone districts. The conflict stems from having one land use allowed without a permit and a similar use allowed only through an Interim Use Permit appears to create a jurisdictional conflict where one may not be necessary. Motion was made by Gamble, seconded by Storlie, to approve the Interim Use Permit to establish an AirBnB in the FAR-3 zone district, on property adjacent to County Road 7 for Linda and Paul Harvey, and to encourage the Planning Commission to look at this and come back to the Board with recommendations. Nelson suggested the Commissioners look at the problem as having three choices. One option would be to approve the request as Gamble had just made the motion. The second option would be to deny the permit, or the third option would be to direct the Commission to rescind the permit and not regard it as a category that would require a permit as a vacation rental. Gamble amended his motion to accept the recommendation of the Planning Commission to not require an Interim Use Permit for this particular application and to further clarify the use differences between Vacation Rentals and Air Bed and Breakfasts. Storlie approved the amendment and the motion carried by unanimous vote.

Braidy Powers, Auditor-Treasurer, appeared before the Board to present a Revolving Loan Fund Application for Keith Bergeron for renovation of the Fenstad Motel. Powers explained that the loan would consist of \$50,000.00 for the renovation, with another \$25,000.00 conditional upon satisfying questions regarding roof, electrical and contracting issues and all conditional upon completion of bank financing and loan documentation. Motion was made by Moe, seconded by Gamble, and carried by unanimous vote to approve a Revolving Loan Fund Application for Keith Bergeron for renovation of the Fenstad Motel at \$50,000.00, with another \$25,000.00 conditional upon satisfying questions regarding roof, electrical and contracting issues and all conditional upon completion of bank financing and loan documentation.

David Betts, County Highway Engineer, appeared before the Board. Betts recommended awarding the furnishing and blending of 2,500 cubic yards of sand for the winter sand stockpile to the one bidder, Isak Hansen & Sons, Inc of Lutsen at a cost of \$82,250.00. Motion was made by Sivertson, seconded by Storlie, and carried by unanimous vote to approve the bid from Isak Hansen & Sons, Inc for furnishing and blending 2,500 cubic yards of sand for the winter sand stockpile.

Betts requested purchasing four Armor Radios. Motion was made by Gamble, seconded by Storlie, and carried by unanimous vote to approve purchasing four Armor Radios from Motorola Solutions for \$9,038.02.

Jeff Cadwell, County Administrator, appeared before the Board. Cadwell requested setting a Public Hearing to consider a Transportation Tax. Moe made a note that if the half percent Transportation Tax passed, Cook County would have the highest Sales Tax in Minnesota. Motion was made by Sivertson, seconded by Storlie, and carried with the following vote to set the Transportation Tax Public Hearing to August 15, 2016, at 6:00 p.m. Ayes: Sivertson, Storlie, Gamble, and Doo-Kirk. Nays: Moe.

Cadwell informed the Board that the August 9, 2016 Board meeting would be held in the ITV Room due to the Primary Elections. Cadwell also noted that Josh Beck, the new Public Health/Human Services Director would be starting August 1, 2016 and there would be a welcoming coffee that morning in the PHHS department.

Correspondence – Memos:

- A. Letter to Mr. Traxler from Chairman Norman Deschampe. Re: Moose. Commissioner Gamble requested drafting a letter of resolution as it puts constraints against the County and the Band.
- B. Cook County Higher Education Meeting Materials.

Commissioner Gamble requested a Per Diem for an event he attending for the Citizens League and Minnesota Conservative Energy Forum. Motion was made by Moe, Seconded by Storlie, and carried by unanimous vote to approve the Per Diem for Commissioner Gamble for attending the Citizens League and Minnesota Conservative Energy Forum.

Commissioner Sivertson reported that she would attend the WTIP interview on July 27, 2016.

There being no further business, the Board recessed at 10:10 a.m.

1:00 p.m. the Board reconvened for City/County/EDA Workshop.

The Cook County Board meeting resumed at 1 p.m. with a workshop regarding long range goals of the EDA and discussion of how to fund current proposed EDA projects. City of Grand Marais and Economic Development Authority officials took part in the discussion with County officials. Discussion centered around the \$175,000 that is needed as part of the financing package for an owner occupied housing project in Grand Marais. No action was taken.

The meeting adjourned at 3 p.m.

HEIDI DOO-KIRK, Chair
Cook County Board of Commissioners

ATTEST: **BRAIDY POWERS**
Auditor-Treasurer

Cook County
Request for Time
Before the Board of Commissioners

e-mail form

3.C.

1.	a. Topic or Issue: (As should be listed on agenda) Travel Authorization for Planning Commission	b. Requested Date: August 9, 2016	c. Amount of time with Board Consent Agenda <input checked="" type="checkbox"/>
2.	a. Person requesting/presenting Timothy Nelson	b. Phone: 387-3633	c. Email: tim.nelson@co.cook.mn.us
3.	a. Departments affected: Planning & Zoning	b. Department Head: Timothy Nelson	c. Dept been contacted? Yes
4.	a. Has the Board addressed this before? Yes	b. If so, When? Annually	c. What was the result? Authorization for mileage and lodging expenses for travel.
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified? No		
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): To authorize the mileage and lodging travel expenses for Planning Commission members to attend the MCIT land use legal workshop in St. Cloud on Wednesday, September 14, 2016.		
7.	BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). Each year either Minnesota Counties Insurance Trust or the Minnesota Association of County Planning and Zoning Administrators sponsor a workshop for county level decision makers to provide the most current information and training relating to land use decision making. The workshop this year is being held on Wednesday, September 14th at the St. Cloud Holiday Inn, and so as I do each year, I am requesting the authorization to cover the travel expenses for each member of the Planning Commission if they should choose to attend the workshop. The expenses would include mileage and lodging costs for one night, and this will be the last opportunity for attending the workshop this year.		
8.	How will this request affect the County Budget? The funds for this request is already included in the 2016 budget.		
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.): Included in the Planning & Zoning Budget (394)		

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"/>

NAVIGATING KEY LAND USE ISSUES

September 14, 2016
Holiday Inn, St. Cloud

- Holiday Inn, St. Cloud:
75 South 37th Ave.
- Registration: 8:30 a.m.
- Training: 9 a.m.-3 p.m.
- Lunch and refreshments served
- Space is limited. Register early!
- CLEs will be applied for.

Who Should Attend?

- Planning and zoning employees
- Planning commission members
- County commissioners
- Boards of adjustment members
- County attorneys

Schedule

9 a.m. MCIT Introduction

9:10 a.m. Public Meetings and Data Practices Requests: How the Open Meeting Law, Minnesota Government Data Practices Act and Conflicts of Interest Affect Land Use Applications. Presented by Jason Kuboushek, Iverson Reuvers Condon
Many land use applications involve public meetings and requests for government data. Questions also arise about whether board or commission members must abstain from voting when they have a personal interest in an outcome. The laws pertaining to these topics are as equally important as the substantive regulations governing the underlying land use application. These issues not only affect the public perception of fairness, but also create potential liability for the local government unit (LGU). This session covers the basics of how these three legal principles practically apply when processing land use applications.

10:30 a.m. Break

10:45 a.m. Creating the Defensible Record and Findings Presented by Scott Anderson, Rupp, Anderson, Squires and Waldspurger, P.A.

When considering a land use application, creating an adequate record and findings are crucial when later defending an LGU's land use decision. This session provides helpful and practical tips for staff involved in advising and guiding governing boards and governing board members when considering land use applications. It also discusses potential pitfalls and lessons learned in drafting and composing findings.

11:45 a.m. Variances: What's the Standard?

Presented by Paul Reuvers, Iverson Reuvers Condon
Variances by definition are an exception to an LGU's established local land use controls. Many times these applications are controversial, are after the structure is already completed and result in litigation. Applying the correct standard is essential to creating a defensible decision. During this session, Reuvers reviews the standard to apply for both before- and after-the-fact variance applications. He also discusses the most common mistakes LGUs make when processing these types of applications.

12:30 a.m. Lunch

1:15 p.m. Joy's 10 Best Practices for Land Use Management Presented by Joy Squires, Rupp, Anderson, Squires and Waldspurger, P.A.

After decades of advising and defending LGUs' land use practices, Squires has compiled his top 10 best practices! These provide attendees with practical, everyday actions that assist in processing an application and, if needed, successfully defending an LGU's land use decision.

2 p.m. Potpourri of Land Use Hot Topics and Stump the Experts Q&A. Presented by Scott Anderson, Jason Kuboushek, Paul Reuvers and Jay Squires

Kuboushek, Anderson, Reuvers and Squires provide an update on other land use issues they have encountered during the past year. The audience also has the opportunity to ask their most burning land use questions to the presenters.

REGISTER NOW

RESERVE YOUR SPOT FOR THIS SEMINAR IN ONE OF TWO WAYS:

1. Complete the online registration form at MCIT.org/training-calendar/
2. Complete the form at right and return it to MCIT

E-MAIL: register@mcit.org

FAX: 651.209.6496

MAIL: 100 Empire Dr., Suite 100,
St. Paul, MN 55103-18

MAKE CHECKS PAYABLE TO MCIT AND SEND TO:

Minnesota Counties Intergovernmental Trust
100 Empire Dr., Suite 100
St. Paul, MN 55103-1885

NAME _____

TITLE _____

ORGANIZATION _____

ADDRESS _____

PHONE _____

E-MAIL _____

- \$60 for MCIT members
 \$100 for nonmembers
- Check here if you require special accommodations.
MCIT will contact you for additional information.

Cancellation Policy: Individuals registered for the program will not be billed for cancellations received at least one week prior to the first session (by Sept. 7, 2016). Cancellations received after this deadline will be billed for the entire registration fee.



Minnesota Counties Intergovernmental Trust

**Cook County
Request for Time**

e-mail form

3. D.

Before the Board of Commissioners

1.	a. Topic or Issue: (As should be listed on agenda) RLF Loan Bergeron: Agreements & Note	b. Requested Date: 8/9/2016	c. Amount of time with Board Consent Agenda <input checked="" type="checkbox"/>
2.	a. Person requesting/presenting Molly Hicken	b. Phone: (218) 387-3670	c. Email: molly.hicken@co.cook.mn.us
3.	a. Departments affected: Auditor, Revolving Loan Fund Committee	b. Department Head: Braidy Powers	c. Dept been contacted? Yes
4.	a. Has the Board addressed this before? Yes	b. If so, When? 7/26/2016	c. What was the result? Approval of loan
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?		
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Authorize execution of REVOLVING LOAN FUND LOAN AGREEMENT BETWEEN COOK COUNTY, BASECAMP BUNGALOWS LLC, AND ITS GUARANTOR and approve form of Promissory Note and Guaranty Agreement related to the revolving loan fund loan to Basecamp Bungalows LLC in the amount of \$50,000.		
7.	<p>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).</p> <p>On July 26, 2016, the Board of Commissioners approved a \$50,000 loan from the revolving loan fund to Basecamp Bungalows (an entity owned by Keith Bergeron) to fund the renovation of "Fenstad's" for the provision of short-term and long-term lodging. As security for the loan, Cook County was promised 2nd position on the mortgage for the property.</p> <p>NOTE: The mortgage hasn't been drafted yet, so Exhibit 1 is not in your packet. Also, I believe the amortization schedule needs to be corrected to reflect a 15 year loan. Those corrections will be made before Tuesday.</p>		
8.	How will this request affect the County Budget? No affect.		
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"/>

**REVOLVING LOAN FUND LOAN AGREEMENT
BETWEEN COOK COUNTY, BASECAMP BUNGALOWS LLC, AND ITS GUARANTOR**

CONTENTS

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LOAN AGREEMENT

This REVOLVING LOAN FUND LOAN AGREEMENT BETWEEN COOK COUNTY AND BASECAMP BUNGALOWS LLC (the "Agreement") is between the County of Cook, a municipal subdivision of the State of Minnesota with a legal address of 411 West Second Street, Grand Marais, MN 55604, ("the County"), and BASECAMP BUNGALOWS LLC, a business registered in the State of Minnesota and organized under the laws of the State of Minnesota, with a mailing address of P.O. Box 439, Grand Portage, MN 55605 and a principal place of business at 215 5th Ave. W., Grand Marais, MN 55604 ("Borrower"), and KEITH FREDRICK BERGERON, an individual with an ownership interest in Borrower, of 29 Bay Estates Dr. #8, P.O. Box 439, Grand Portage, MN 55605 (hereinafter "Guarantor"), together, the "Parties," is entered into by the Parties on August 9, 2016 (the "Effective Date").

WITNESSETH:

WHEREAS, the Cook County Revolving Loan Fund ("RLF") is a program of the County with a purpose of promoting economic development within Cook County by providing loans to businesses located or to be located within Cook County and to promote affordable housing for employees of those businesses as necessary for continued economic development within the County; and

WHEREAS, the RLF is governed by the Guidelines for Cook County Revolving Loan Fund, the provisions of which are incorporated into this Agreement by reference; and

WHEREAS, Borrower has requested through the RLF that the County make a loan to Borrower in the principal amount of FIFTY THOUSAND Dollars (\$5,000.00), to be guaranteed by Guarantor, who has an ownership interest in Borrower personally, for the purposes outlined in the Borrower's Revolving Loan Fund Application; and it is of benefit to and in the best interest of Guarantor that the County make such a loan to Borrower; and

WHEREAS, to induce the County to make such a loan Guarantor is willing to guarantee the obligations of Borrower with respect to such loan; and

WHEREAS, subject to the terms and conditions hereinafter set forth and set forth in the Guidelines for Cook County Revolving Loan Fund, and upon the recommendation of the Revolving Loan Fund Committee, the County is willing to make such a loan to Borrower;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

Section 1. THE LOAN

1.1 *Loan.* (a) The County agrees, subject to the terms and conditions hereinafter set forth, to make a loan to Borrower, during the period from the date hereof until December 1, 2031 (herein called the "Commitment Termination Date") in the aggregate principal amount of up to FIFTY THOUSAND Dollars (\$5,000.00). The borrowing hereunder shall be made at the Closing (as defined in Section 1.2) and shall be in the aggregate principal amount of up to FIFTY THOUSAND Dollars (\$5,000.00). The aggregate principal amount borrowed by Borrower from the County outstanding at any particular time is herein called a "Loan."

1.2 *Closing*. The Loan shall be borrowed and security for the Loan shall be given and other documents shall be delivered at the closings specified in this section 1.2. The closing for the Loan (herein called the "Closing") shall take place on such earlier date or dates as may be mutually agreed upon by the Borrower and the County. The Closing shall take place at the principal office of the County in Grand Marais, Minnesota, or at such other place as shall be mutually agreed upon between the County and Borrower.

1.3 *Notes*. The loan shall be made against and evidenced by a promissory note of the Borrower dated the date of the Closing (herein called the "Note") substantially in the form annexed hereto as Exhibit 1, which shall be delivered by the Borrower to the County at the Closing.

1.4 *Interest*. (a) Interest shall be payable monthly on the day of each month, and shall be calculated on the actual number of days elapsed on the basis of a 360 day year.

"Governing rate" shall mean a rate OF TWO AND FIFTY-EIGHT HUNDREDTHS percent (2.58%).

(b) If the Borrower shall default in the due and punctual payment of any principal of, or interest on, the Loan or the Note, or on any other amount due from the Borrower under this Agreement or any of the Security Documents (as defined in Section 2.2), the Borrower shall pay interest thereon and on all such amounts as may be necessary to compensate the County for any loss as a consequence of such default as provided in Section 6.2, to the extent permitted by law, on a daily basis for the period from and including the date of such default up to the date of actual payment (after as well as before judgment) at the Governing Rate.

1.5 *Principal*. (a) The principal amount of the Loan and of the Note shall be repaid in accordance with the following schedule:

(b) The Borrower may prepay the Loan and the Note in whole or in part, without premium, provided, however, that (i) the Borrower shall give the County not less than ten (10) business days' prior written notice of the date of prepayment; (ii) each prepayment, if less than the total amount outstanding on the Loan shall be in integral multiples of Thousand Dollars (\$,000), and shall be applied to the payment of the remaining installments of principal on the Loan and the Note in inverse order of maturity; and (iii) each prepayment shall be accompanied by the payment of accrued interest on the amount so prepaid.

1.6 *Payments*. (a) All payments made by the Borrower of principal of, and interest on, the Loan and the Note shall be made in immediately available funds not later than 4:00 P.M. Central time on the date such payment is due, to the County at 411 West Second Street, Grand Marais, MN 55604.

(b) All sums payable by the Borrower on the Loan or the Note or otherwise under this Agreement or the Collateral Loan Documents (as defined in Section 2.3), whether of principal or interest or otherwise, shall be paid in full without set-off or counterclaim and without any deduction or withholding for or on account of any taxes, duties, levies, imposts, withholdings, restrictions, conditions or charges of any nature, including any interest, fines or penalties with respect thereto, imposed by law upon the Borrower by any political or taxing authority thereof.

1.7 *Use of Proceeds*. The Borrower and Guarantor agree that the proceeds of the Loan shall be used fully and exclusively for the purposes set forth in the third introductory paragraph of this

Agreement and that the County shall have no responsibility for the use of the proceeds of the Loan.

Section 2. SECURITY

As security for the payment of the Loan and the Note and interest thereon and all other obligations of the Borrower under this Agreement:

2.1(a) *Mortgage on Real Estate.* At the Closing, Borrower shall execute, deliver and grant to the County a First Mortgage on Real Estate (such mortgage, as the same may be amended, modified or supplemented from time to time, herein called the "Mortgage") covering and securing the indebtedness representing the principal of, and interest on, the Loan and the Note, together with the other obligations of the Borrower under this Agreement, which shall be substantially in the form annexed hereto as Exhibit 2 (*annex copy of Mortgage hereto as Exhibit 2*).

2.2 *Guaranty Agreement.* At the Closing, the Guarantor shall execute and deliver to the County a Guaranty Agreement (herein called the "Guaranty Agreement") which shall be substantially in the form annexed hereto as Exhibit 3 (*annex copy of Guaranty Agreement hereto as Exhibit 3*) (the Mortgage and the Guaranty Agreements herein collectively referred to as the "Security Documents.").

2.3 *Maintenance of Security Value.* (a) The Borrower and Guarantor each represent and warrant to, and covenant with, the County, that from and after the date of the Closing the value of the Real Estate to which the County has been issued a will not be less than One Hundred Percent (100%) of the aggregate principal amount of the Loan then outstanding.

(b) From time to time the County may obtain, at the sole cost and expense of the Borrower and the Guarantor, a written valuation of the Real Estate granted as security for the Loan.

Section 3. REPRESENTATIONS AND WARRANTIES BY THE BORROWER AND THE GUARANTOR

The Borrower and the Guarantor hereby jointly and severally represent and warrant that:

3.1 *Corporate Existence, Power and Authority of the Borrowers.* The Borrower is a business entity duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or formation and is duly licensed or qualified in each jurisdiction where the character of the property owned by it or the nature of the business transacted by it requires such licensing or qualification. No proceeding looking towards the dissolution, merger or amendment of charter has been commenced with respect to the Borrower. The Borrower has all requisite power, authority and legal right: to own the Real Estate; to assign monies respecting the Real Estate; to mortgage the Real Estate pursuant to the Mortgage; to conduct its business as it is now being conducted; and to enter into, consummate and perform all the provisions of this Agreement, and any instrument, agreement or document referred to herein or therein to which it is or shall be a party, and the transactions contemplated hereby and thereby. All transactions contemplated by this Agreement, and any applicable instrument, agreement or document referred to herein to which the Borrower is or shall be a party, have been duly authorized by all corporate and other required actions, and this Agreement constitutes, and any instrument, agreement or document referred to herein to which the Borrower is or shall be a party when duly

executed and delivered will constitute, binding obligations of the Borrower, enforceable in accordance with their terms, creating, in the case of the Mortgage, a valid perfected lien on and security interest in the property, assets and revenues covered thereby.

3.2 Corporate Existence, Power and Authority of the Guarantor. The Guarantor has all requisite power, authority and legal right to own its shares of the capital stock of the Borrower and to guarantee the obligations of the Borrower hereunder and in connection herewith pursuant to the Guaranty Agreement. The Guarantor has all requisite power, authority and legal right to conduct its business as it is now being conducted and to enter into, consummate and perform all of the provisions of this Agreement and any instrument, agreement or document referred to herein to which it is or shall be a party, and the transactions contemplated hereby and thereby. All transactions contemplated by this Agreement and any applicable instrument, agreement or document referred to herein or therein to which the Guarantor is or shall be a party, including but not limited to the Guaranty Agreement, have been duly authorized by all corporate and/or other required actions, and this Agreement constitutes, and any instrument, agreement or document referred to herein to which the Guarantor is or shall be a party when duly executed and delivered will constitute, binding obligations of the Guarantor, enforceable in accordance with their respective terms.

3.3 No Conflict. The execution, delivery and performance by the Borrower and the Guarantor of this Agreement, the Note, the Mortgage, the Guaranty Agreement, or any other instrument, agreement or document referred to herein to which any thereof is or shall be a party, does not and will not result in any violation of, or be in conflict with, any term or provision of the Articles of Incorporation or By-Laws of the Borrower or the Guarantor, or of any statute, governmental regulation or order, judgment, decree, agreement, indenture or any instrument applicable to any thereof, or result in the creation of any lien pursuant to any such term or provision (other than as contemplated by this Agreement) upon any of the properties, assets or revenues of any thereof, and no such existing term or provision adversely affects, or in the future, to the present knowledge or belief of the Borrower or the Guarantor, will materially adversely affect the assets, properties, liabilities, business or financial condition of any thereof or the ability of any thereof to carry out any of the provisions of this Agreement and any instrument, agreement or document referred to herein to which any thereof is or shall be a party or the transactions contemplated hereby and thereby.

3.4 Authorizations. All governmental approvals, licenses, authorizations, consents, filings and registrations (other than filings and registrations relating to the Mortgage and other security), if any, required for the execution, delivery and performance, by the Borrower and the Guarantor, of this Agreement and any applicable instrument, agreement or document referred to herein to which any thereof is or shall be a party including, without being limited to, the Note, the Mortgage and the Guaranty Agreement, and the transactions contemplated hereby or thereby, have been obtained or made, and are in full force and effect, and are final and are not subject to review or appeal or, to the knowledge or belief of the Borrower or the Guarantor, the subject of any pending or threatened attack or appeal by direct proceedings or otherwise, and all fees payable in connection therewith, if any, have been paid, and there has been no default in the performance of the terms and conditions of any thereof.

3.5 Litigation. There is no action, suit, proceeding, investigation or claim pending or threatened in law, admiralty, equity or otherwise which either (a) questions the validity of this Agreement or any instrument, agreement or document referred to herein or any action taken or to be taken pursuant hereto or thereto, or (b) if adversely determined might directly or indirectly result in a

materially adverse change in the assets, properties, liabilities, business or financial condition, on an individual or a consolidated basis, of the Borrower or the Guarantor. There are no adverse orders, writs, injunctions, decrees or demands of any court or administrative body, or of any other governmental agency or instrumentality outstanding against either the Borrower or the Guarantor.

3.6 *Taxes.* The Borrower and the Guarantor have each filed all tax returns which [to its knowledge] were required to be filed on or before the date of this Agreement and paid all taxes that were due on or before the date of this Agreement, including interest thereon and penalties with respect thereto except those which are being contested in good faith and in respect of which adequate reserves are being maintained in accordance with generally accepted accounting principles in the United States, and except for taxes which in the opinion of the Borrower or the Guarantor are not properly chargeable against it or are not customarily paid without express demand by the appropriate authority, but as to which no material penalties have been incurred or are likely to be incurred by reason of non-payment, provided that the Borrower or the Guarantor, as the case may be, will each pay any such taxes and/or penalties for which any thereof are actually held liable by such taxing authority as soon as they accrue or attach. Neither the Borrower nor the Guarantor have any material contingent obligations or material liabilities for taxes other than those incurred in the ordinary course of business and in respect of which adequate reserves are being maintained by the Borrower or the Guarantor, as the case may be.

Section 4. CONDITIONS TO CLOSING

The County's obligation to make the Loan is subject to the fulfillment to the County's satisfaction of the conditions set forth in this Section 4 which shall be satisfied at the Closing unless waived by the County in writing.

4.1 *Representations True and Agreements Complied With.* The representations and warranties made by or with respect to the Borrower and the Guarantor, pursuant to the provisions hereof, or in any document referred to herein, shall be correct and shall have been complied with when made, and shall be repeated, shall be correct and shall have been complied with as of and at each Closing (except as the same may have been affected by transactions or events expressly provided for or permitted by this Agreement), notwithstanding knowledge or lack of knowledge on the part of the Borrower or the Guarantor. The Borrower and the Guarantor shall have performed and complied with all agreements and conditions herein to be performed or complied with by them, prior to or at the Closing, and as of and at the Closing no Event of Default and no event which with the passage of time or the giving of notice, or both, would constitute such an Event of Default shall have occurred and be continuing and there shall have been no material adverse change in the assets, properties, liabilities, business or financial condition of the Borrower or the Guarantor which in the judgment of the County would impair the ability of the Borrower or the Guarantor to perform and comply with all agreements and conditions to be performed or complied with by any of such parties hereunder or under any document referred to herein.

4.2 *Authorizations Obtained.* All governmental approvals, licenses, authorizations, consents, filings and registrations in connection with the execution, delivery and performance in accordance with their respective terms, of this Agreement, the Note, the Mortgage Guaranty Agreement, and any other instrument, agreement or document referred to herein, and the transactions contemplated hereby and thereby, which shall be necessary or which in the

reasonable opinion of the County or special counsel to the County are desirable, shall have been obtained in form and substance satisfactory to the County, shall have been delivered to the County and shall be in full force and effect at the Closing.

4.3 *Corporate and Other Proceedings Effected.* All corporate and other proceedings in connection with the transactions contemplated by this Agreement, including, without being limited to, corporate action by the Borrower and the Guarantor, as the case may be, authorizing the execution, delivery and performance of this Agreement, and any applicable instrument, agreement or document referred to herein to which any thereof is or shall be a party and the transactions contemplated hereby and thereby, shall have been effected and be in full force and effect at the Closing in form and substance satisfactory to the County and the County shall have received all such counterparts, originals or certified or other copies of all such authorizations, documents, certificates of public officials or corporate officers, consents or approvals as the County may request.

4.4 *Due Execution and Delivery of Loan Documents.*

(a) At the Closing, the County shall have received:

(i) the Notes, which shall have been duly executed and delivered by, and shall be the legal, valid and binding obligation of, the Borrower, enforceable in accordance with their terms;

(ii) the Mortgage, which shall have been duly executed and delivered by, and shall be the legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms, and the Borrower shall have effected the due recording and endorsement of the Mortgage in the manner prescribed by the laws of so that the Mortgage shall constitute a valid and enforceable second Mortgage on the Real Estate as provided in such laws, having the effect and with the priority as therein provided;

(iii) the Guaranty Agreement, which shall have been executed and delivered by, and shall be the legal, valid and binding obligation of the Guarantor, enforceable in accordance with its terms.

Section 5. COVENANTS OF THE BORROWER AND THE GUARANTOR

5.1 *Payment of Note.* The Borrower agrees to pay, or cause to be paid, the principal of, and interest on, the Loan and the Note as and when the same shall become due, whether at maturity, by acceleration or otherwise.

5.2 *The Mortgage.* The Borrower shall maintain the Mortgage as a valid second priority mortgage as provided in Section 4.4(a)(ii). Any transfer of the County to a lower priority shall require the consent of the Cook County Board of Commissioners.

5.3 *Financial and Other Covenants.* The Borrower agrees that for so long as the Notes or any other sums due from the Borrower to the County under this Agreement or any of the Security Documents, or interest thereon, remain unpaid, the Borrower:

(a) shall remain organized under the laws its respective jurisdiction in the same form of existence as at the execution of this Agreement, duly incorporated and in good standing under the laws of its respective jurisdiction of incorporation; and shall not change its chief place of

business or its office for the keeping of its records relating to this Agreement and any security referred to herein;

(b) shall pay, or cause to be paid, the principal of, and the interest on, all indebtedness permitted under Section 5.3(c), heretofore or hereafter incurred or assumed by it, or in respect of which it shall otherwise be or become liable when and as the same shall become due and payable and will faithfully observe, perform and discharge all of the covenants, conditions and obligations which are imposed on it by any and all indentures and other agreements or documents evidencing or securing such indebtedness or pursuant to which such indebtedness is issued, and will not permit to occur any act or omission which is or may be declared to be a default under any such indenture, agreement or document;

(c) shall not, without the prior written consent of the County:

(i) create, assume, incur or permit to exist any mortgage, security interest, lien, charge or encumbrance on, or enter into any pledge or sale or conditional sale or title retention agreement with respect to the real estate or any of the Borrowers' other properties, assets or revenues (except as permitted or contemplated by this Agreement and the Mortgage);

(ii) consolidate with or merge into any other person, firm or corporation or permit any other person, firm or corporation to consolidate with or merge into it, or sell, lease, assign, transfer or otherwise dispose of, whether in one transaction or a series of transactions, any of its assets if the aggregate value thereof represents a material part of the aggregate value of all of its assets; or

(iii) issue or sell any of its authorized but unissued capital stock to any person, other than the Guarantor;

(d) shall:

(i) keep proper books of record and accounts in which full and correct entries shall be made of all dealings or transactions in relation to this Agreement, and any applicable instrument, agreement or document referred to herein to which it is or it shall be a party, and its properties, business and affairs in accordance with generally accepted accounting principles consistently applied;

(ii) permit the County, or its authorized representatives, promptly upon request, to make such reasonable, material and pertinent inspection, examination and audit of its properties, books, records and accounts, and to take such information therefrom and to make such transcripts and copies thereof, as such County, or its authorized representatives, may reasonably deem necessary or appropriate in connection with the performance of its duties and functions under this Agreement, and any applicable instrument, agreement or document referred to herein to which it is or it shall be a party;

(iii) permit the County, or its authorized representatives, promptly upon request, to discuss the Borrower's affairs with its officers and representatives;

(e) shall take any and all action as may be required to maintain as true and correct at all times the representations and warranties made in Sections 3.4 and 3.6; and

(f) shall promptly give notice in writing to the County of all litigation and of all proceedings before any governmental or regulatory agency which, if adversely determined, would materially affect its condition, financial or otherwise.

5.4 *Costs and Expenses.* Borrower's legal fees and costs associated with application for and award of a loan from the RLF must be paid by the Borrower.

Section 6. EVENTS OF DEFAULT; REMEDIES

6.1 *Events of Default.* In case any one or more of the following events (herein called individually an "Event of Default" and collectively "Events of Default") shall occur, that is to say, in case:

(a) default shall be made in the payment of interest on the Loan and the Note, when and as the same shall be due and payable, and such default shall continue for a period of five (5) days; or

(b) default shall be made in the payment of principal of the Loan and the Note, when and as the same shall be due and payable, whether at maturity, upon acceleration, or otherwise;

(c) an event specified in Section of the Mortgage shall have occurred and be continuing; or

(d) any representation or warranty made by the Borrower or the Guarantor hereunder, or made in writing in connection herewith, shall have been incorrect in any material respect on the date on which made, in the case of a representation, or shall be breached materially, in the case of a warranty; or

(e) any representation or warranty made by the Borrower or the Guarantor under the Mortgage, or the Guaranty Agreement or made in writing in connection therewith shall have been incorrect in any material respect on the date on which made, in the case of a representation, or shall be breached materially, in the case of a warranty; or

(f) default shall be made by the Borrower or the Guarantor in the due, punctual and faithful performance or observance of any other term, provision, covenant, agreement or condition in this Agreement or the Guaranty Agreement or any other instrument, agreement or document contemplated hereby or thereby, and such default shall continue for a period of fifteen (15) days; except that, if the matter that is the subject of the notice is of such a nature that it cannot reasonably be cured within days, then no default shall be deemed to have occurred if the Borrower promptly upon the receipt of the notice of default commences to take steps to cure the default and diligently pursues the same to completion; or

(g) either the Borrower or the Guarantor, if a corporation, shall cease to be a corporation duly organized and in good standing under the laws of its respective jurisdiction of incorporation; or

(h) either the Borrower or the Guarantor shall be dissolved or shall lose its corporate or legal status by forfeiture or by any judicial, extra-judicial or administrative proceeding; or

(i) the Borrower or the Guarantor or any Subsidiary of the Guarantor, shall (i) apply for or consent to the appointment of or the taking possession by a receiver, trustee, liquidator, assignee, custodian, sequestrator or the like thereof of itself or of all or a substantial amount of its property, (ii) fail generally to pay its debts as they mature, (iii) become insolvent, (iv) make a

general assignment for the benefit of creditors, (v) commence a voluntary case under the bankruptcy laws of any jurisdiction, as they are now or may hereafter be constituted, or (vi) file a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law or an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding, or (vii) take corporate or other action for the purpose of effecting any of the foregoing; or

(j) an order for relief shall be entered with respect to the Borrower, the Guarantor or any Subsidiary of the Guarantor in any voluntary case under the bankruptcy laws of any jurisdiction, as they are now or may hereafter be constituted, or an order, judgment, or decree shall be entered, without the application, approval or consent of the Borrower or the Guarantor or any Subsidiary of the Guarantor, respectively, by any court or governmental agency of competent jurisdiction, approving a petition seeking reorganization thereof, or appointing a receiver, trustee, liquidator, assignee, custodian, sequestrator or the like thereof, of or over the Borrower, the Guarantor or such Subsidiary, or over all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days; or

(k) the County shall for any reason not have (i) a valid perfected security interest in and lien as contemplated by this Agreement upon any property, assets and revenues of the Borrower covered by the Mortgage, subject to no equal or prior security interest, lien, encumbrance or right (except as permitted by the Mortgage); or

(l) default shall be made in the performance of any agreement, covenant, warranty, condition or other undertaking of the Borrower or the Guarantor in any waiver granted by the County under this Agreement or any document or instrument referred to herein; or

(m) any material adverse change in the assets, property, liabilities, business or financial condition of the Borrower or the Guarantor or any Subsidiary of the Guarantor or material adverse development which threatens the validity, enforceability or performance of this Agreement or any instrument, agreement or document referred to herein or any action taken or to be taken pursuant hereto or thereto, which, in the judgment of the County would materially impair the ability of the Borrower or the Guarantor to pay the indebtedness incurred or guaranteed by it hereunder; then, in any such case and at any time thereafter during the continuance thereof any of the remedies of Section 6.2 shall be exercisable as therein provided. The Borrower shall promptly notify the County in writing if an Event of Default or an event which with the passage of time or giving of notice, or both, would constitute such an Event of Default has occurred.

6.2 Remedies. Upon the occurrence of an Event of Default and at any time thereafter during the continuance thereof:

(a) The County may declare by written notice to the Borrower the outstanding principal amount of the Loan and the Note and all amounts otherwise due or owing by the Borrower to the County under this Agreement or the Security Documents, to be immediately due and payable, whereupon the same, together with interest thereon and all additional amounts as may be necessary to compensate the County for any loss and any expense (including the expenses of any sale, the expenses of any taking, attorneys' fees, court costs and any other expenses or advances made or incurred by the County in the protection of its rights or the pursuit of its remedies under this Agreement, the Note, the Mortgage, and the Guaranty Agreement),

accrued to the date of declaration, shall become and be immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby waived by the Borrower, and the Borrower agrees that upon such declaration with respect to the Loan it will immediately pay its obligations hereunder to the County, and thereafter such total amount (including such accrued interest and additional amounts) and such further amounts as may be necessary to compensate the County for any such loss or expense incurred after the date of such declaration or by reason of any Event of Default occurring after the date of such declaration shall bear interest, to the extent permitted by law, at the rate provided for in Section 1.4(d) until paid.

(b) the County may exercise any and all rights and remedies provided for in or pursuant to the Mortgage or the Guaranty Agreement;

(c) the County may exercise any right of counterclaim, set-off, banker's lien or otherwise which it may have with respect to monies of the Borrower held by it; and

(d) the County may, to the extent permitted by applicable law, bring suit at law, in equity, in admiralty and/or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement, or any instrument, agreement or document referred to herein, for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby, or by law, to recover judgment for any and all amounts due on the Loan and the Note, or under this Agreement or the Security Documents.

6.3 *Remedies Cumulative.* Each and every right, power and remedy given to the County in this Agreement, or any instrument, agreement or document referred to herein, shall be cumulative and shall be in addition to every other right, power and remedy herein or therein specifically given or now or hereafter existing at law, in equity, in admiralty or by statute, and each and every right, power and remedy whether specifically herein or therein given or otherwise existing may be exercised from time to time and as often and in such order as may be determined by the County, and the exercise or the beginning of the exercise of any right, power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission by the County in the exercise of any right, power or remedy shall impair any such right, power or remedy or be construed to be a waiver of any default or to be an acquiescence therein; nor shall the acceptance by the County of any security or of any payment of or on account of any loans, advances, obligations, expenses, interest or fees maturing after a default on or of any payment on account of any past default be construed to be a waiver of any right to take advantage of any future default or of any past default not completely cured thereby.

Section 7. JURISDICTION

7.1 *Minnesota Jurisdiction.* The Borrower and the Guarantor each hereby irrevocably submits to the jurisdiction of the Sixth District Court of Minnesota in any action, suit, or proceeding brought against the Borrower or the Guarantor and related to or in connection with this Agreement, the Mortgage, the Guaranty Agreement, or any other instrument, agreement or document referred to herein or any transaction contemplated hereby or thereby, and to the extent permitted by applicable law, the Borrower and the Guarantor each hereby waives trial by jury and agrees not to assert by way of motion, as a defense or otherwise, in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such courts, that the suit, action,

or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this Agreement, the Mortgage, the Guaranty Agreement or any instrument, agreement or document referred to herein or the subject matter hereof or thereof may not be litigated in or by such courts, and the Borrower and the Guarantor each hereby agrees not to seek and hereby waives any review by any court of any other jurisdiction which may be called upon to grant an enforcement of the judgment of any such court after all appeals have been taken or the time for the taking of said appeals has expired. Nothing herein shall be deemed to preclude or in any way limit the right of the County to sue or take any action against the Borrower or the Guarantor in any tribunal wherever located having jurisdiction over the Borrower or the Guarantor or any of their respective assets. Borrower and the Guarantor each agrees that service of process may be made upon it by certified or registered mail, return receipt requested, or any method authorized by the laws of the State of Minnesota.

Section 8. MISCELLANEOUS

8.1 *Notices.* All notices, statements, reports and other communications hereunder shall be in writing (unless otherwise specifically provided) and shall be deemed given when mailed by first class registered or certified mail (postage prepaid) or transmitted by tested telex or cable (charges prepaid) confirmed by letter as aforesaid: (a) if to the County at 411 West Second Street, Grand Marais, MN 55604, Attn. Auditor-Treasurer, or at such other address as may have been furnished to the Borrower and the Guarantor by the County in writing; (b) if to the Borrower or the Guarantor c/o Keith Bergeron P.O. Box 439, Grand Portage, MN 55605, or at such other address as may have been furnished to the County by the Borrower or the Guarantor in writing.

8.2 *Severability.* If any word, phrase, sentence, paragraph, provision or section of this Agreement, or any instrument, agreement or document provided for herein or executed in connection herewith, shall be held, declared, pronounced or rendered void, voidable, invalid, unenforceable or inoperative for any reason by any court of competent jurisdiction, governmental authority or otherwise, such holding, declaration, pronouncement or rendering shall not adversely affect any other word, phrase, sentence, paragraph, provision or section of this Agreement, or any such instrument, agreement or document, which shall otherwise remain in full force and effect and be enforced in accordance with its terms, and the effect of such holding, declaration, pronouncement or rendering shall be limited to the jurisdiction in which made.

8.3 *Survival.* All agreements, representations, warranties and conditions contained in this Agreement or made pursuant to the provisions hereof shall survive the execution and delivery of this Agreement and until (a) the Loan and the Note and interest thereon shall have been paid in full in accordance with the terms of the Loan, the Note and this Agreement, (b) any and all other monies, payments, obligations and liabilities which the Borrower or the Guarantor shall have made, incurred or become liable for pursuant to the terms of this Agreement and any instrument, agreement or document referred to herein shall have been paid in full, and (c) all other agreements, representations, warranties, terms and conditions in this Agreement, and any instrument, agreement, or document referred to herein, expressed or implied, shall have been performed, observed and complied with. All statements contained in any certificate or other instrument delivered pursuant to the provisions hereof by the Borrower or the Guarantor shall constitute representations and warranties by such Borrower and the Guarantor, as the case may be, hereunder.

8.4 *Lawful Interest.* No provision herein or in any instrument, agreement or document referred to herein shall require or permit the collection of interest in excess of the maximum lawful rate which a Borrower may stipulate and agree to pay as determined by a court of competent jurisdiction over the holder of the Note. If it is so determined that any excess interest is provided for, then this Section 8.4 shall govern and such excess shall be applied first to any other amounts not constituting interest due or which may become due from such Borrower under this Agreement or any instrument, agreement or document referred to herein, and the balance, if any, shall be held by, and the Borrower hereby pledges such balance to, the County as security for the full and faithful performance by the Borrower of its obligations under this Agreement and the Security Documents; provided, however, that in no event shall such Borrower be obligated to pay, and the County hereby waives payment of, the amount of interest to the extent it is in excess of the amount permitted by applicable law.

8.5 *General.* All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that neither the Borrower nor the Guarantor may assign any of their rights or obligations hereunder. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. Neither this Agreement nor any provisions hereof may be changed, waived, discharged or terminated orally but only by an instrument in writing. The captions and headings in this Agreement are for purposes of reference only, and shall not restrict or affect any of the terms or provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement and the rights and obligations of the parties hereunder and under the Note shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

COUNTY

COOK COUNTY, by Braidy Powers, its
Auditor/Treasurer

Signature

BASECAMP BUNGALOWS, LLC,

By:

Signature

Its: _____

(Title)

GUARANTOR

KEITH FREDRICK BERGERON

Signature

PROMISSORY NOTE

Principal amount \$ 50,000 Date: August 9, 2016

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promises to pay to the order of Cook County, a municipal corporation, \$50,000 together with interest thereon at the rate of 2.58 % per annum on the unpaid balance. Said sum shall be paid in the manner following: Monthly installments of \$266.90 on the first day of each month beginning September 1, 2016 through September 1, 2031.

All payments shall be first applied to interest and the balance to principal. This note may be prepaid, at any time, in whole or in part, without penalty.

This note shall at the option of any holder thereof be immediately due and payable upon the occurrence of any of the following:

- 1) Failure to make any payment due hereunder within 60 days of its due date.
- 2) Breach of any condition of any security interest, mortgage, loan agreement, pledge agreement or guarantee granted as collateral security for this note.
- 3) Breach of any condition of any loan agreement, security agreement or mortgage, if any, having a priority over any loan agreement, security agreement or mortgage on collateral granted, in whole or in part, as collateral security for this note.
- 4) Upon the death, incapacity, dissolution or liquidation of any of the undersigned, or any endorser, guarantor to surety hereto.
- 5) Upon the filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy or other form of insolvency, or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days.

In the event this note shall be in default and placed for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within thirty (30) days of due date shall be subject to a late charge of 10% of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder. The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound, notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion.

Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf.

The rights of any holder hereof shall be cumulative and not necessarily successive.

PAGE 1

EXHIBIT 1

This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of Minnesota.

Basecamp Bungalows, LLC, by
Keith Bergeron, its Owner

Braidy Powers, County Auditor, Witness

Subscribed and sworn to before me
this ____ day of _____, 20__.

NOTARIAL STAMP OR SEAL

Notary Public
My commission expires: _____

LOAN AMORTIZATION SCHEDULE

BORROWER Basecap Bungalows LLC

LOAN AMOUNT \$50,000.00 PO Box 439
 INTEREST RATE 2.580% Grand Portage MN 55604
 # OF PMTS 240

MONTHLY PMT \$266.90

<u>DATE</u>	<u>PAYMENT</u>	<u>1-704-5710 INTEREST</u>	<u>1-704-5573 PRINCIPAL</u>	<u>BALANCE</u>
8/1/16				50,000.00
9/1/16	266.90	107.50	159.40	49,840.60
10/1/16	266.90	107.16	159.75	49,680.85
11/1/16	266.90	106.81	160.09	49,520.76
12/1/16	266.90	106.81	160.09	49,520.76
1/1/17	266.90	106.47	160.43	49,360.32
2/1/17	266.90	106.12	160.78	49,199.54
3/1/17	266.90	105.78	161.13	49,038.42
4/1/17	266.90	105.43	161.47	48,876.95
5/1/17	266.90	105.09	161.82	48,715.13
6/1/17	266.90	104.74	162.17	48,552.96
7/1/17	266.90	104.39	162.52	48,390.44
8/1/17	266.90	104.04	162.86	48,227.58
9/1/17	266.90	103.69	163.22	48,064.36
10/1/17	266.90	103.34	163.57	47,900.80
11/1/17	266.90	102.99	163.92	47,736.88
12/1/17	266.90	102.63	164.27	47,572.61
1/1/18	266.90	102.28	164.62	47,407.99
2/1/18	266.90	101.93	164.98	47,243.01
3/1/18	266.90	101.57	165.33	47,077.68
4/1/18	266.90	101.22	165.69	46,911.99
5/1/18	266.90	100.86	166.04	46,745.95
6/1/18	266.90	100.50	166.40	46,579.55
7/1/18	266.90	100.15	166.76	46,412.79
8/1/18	266.90	99.79	167.12	46,245.67
9/1/18	266.90	99.43	167.48	46,078.19
10/1/18	266.90	99.07	167.84	45,910.36
11/1/18	266.90	98.71	168.20	45,742.16
12/1/18	266.90	98.35	168.56	45,573.60
1/1/19	266.90	97.98	168.92	45,404.68
2/1/19	266.90	97.62	169.28	45,235.40
3/1/19	266.90	97.26	169.65	45,065.75
4/1/19	266.90	96.89	170.01	44,895.74
5/1/19	266.90	96.53	170.38	44,725.36
6/1/19	266.90	96.16	170.74	44,554.61
7/1/19	266.90	95.79	171.11	44,383.50
8/1/19	266.90	95.42	171.48	44,212.02
9/1/19	266.90	95.06	171.85	44,040.17
10/1/19	266.90	94.69	172.22	43,867.95
11/1/19	266.90	94.32	172.59	43,695.37

12/1/19	266.90	93.95	172.96	43,522.41
1/1/20	266.90	93.57	173.33	43,349.07
2/1/20	266.90	93.20	173.70	43,175.37
3/1/20	266.90	92.83	174.08	43,001.29
4/1/20	266.90	92.45	174.45	42,826.84
5/1/20	266.90	92.08	174.83	42,652.01
6/1/20	266.90	91.70	175.20	42,476.81
7/1/20	266.90	91.33	175.58	42,301.23
8/1/20	266.90	90.95	175.96	42,125.28
9/1/20	266.90	90.57	176.34	41,948.94
10/1/20	266.90	90.19	176.71	41,772.23
11/1/20	266.90	89.81	177.09	41,595.13
12/1/20	266.90	89.43	177.47	41,417.66
1/1/21	266.90	89.05	177.86	41,239.80
2/1/21	266.90	88.67	178.24	41,061.56
3/1/21	266.90	88.28	178.62	40,882.94
4/1/21	266.90	87.90	179.01	40,703.93
5/1/21	266.90	87.51	179.39	40,524.54
6/1/21	266.90	87.13	179.78	40,344.77
7/1/21	266.90	86.74	180.16	40,164.60
8/1/21	266.90	86.35	180.55	39,984.05
9/1/21	266.90	85.97	180.94	39,803.11
10/1/21	266.90	85.58	181.33	39,621.79
11/1/21	266.90	85.19	181.72	39,440.07
12/1/21	266.90	84.80	182.11	39,257.96
1/1/22	266.90	84.40	182.50	39,075.46
2/1/22	266.90	84.01	182.89	38,892.57
3/1/22	266.90	83.62	183.29	38,709.28
4/1/22	266.90	83.22	183.68	38,525.60
5/1/22	266.90	82.83	184.07	38,341.53
6/1/22	266.90	82.43	184.47	38,157.06
7/1/22	266.90	82.04	184.87	37,972.19
8/1/22	266.90	81.64	185.26	37,786.93
9/1/22	266.90	81.24	185.66	37,601.27
10/1/22	266.90	80.84	186.06	37,415.20
11/1/22	266.90	80.44	186.46	37,228.74
12/1/22	266.90	80.04	186.86	37,041.88
1/1/23	266.90	79.64	187.26	36,854.62
2/1/23	266.90	79.24	187.67	36,666.95
3/1/23	266.90	78.83	188.07	36,478.88
4/1/23	266.90	78.43	188.47	36,290.40
5/1/23	266.90	78.02	188.88	36,101.52
6/1/23	266.90	77.62	189.29	35,912.24
7/1/23	266.90	77.21	189.69	35,722.54
8/1/23	266.90	76.80	190.10	35,532.44
9/1/23	266.90	76.39	190.51	35,341.93
10/1/23	266.90	75.99	190.92	35,151.01
11/1/23	266.90	75.57	191.33	34,959.68
12/1/23	266.90	75.16	191.74	34,767.94
1/1/24	266.90	74.75	192.15	34,575.79
2/1/24	266.90	74.34	192.57	34,383.22
3/1/24	266.90	73.92	192.98	34,190.24
4/1/24	266.90	73.51	193.40	33,996.85
5/1/24	266.90	73.09	193.81	33,803.04

6/1/24	266.90	72.68	194.23	33,608.81
7/1/24	266.90	72.26	194.65	33,414.16
8/1/24	266.90	71.84	195.06	33,219.10
9/1/24	266.90	71.42	195.48	33,023.61
10/1/24	266.90	71.00	195.90	32,827.71
11/1/24	266.90	70.58	196.32	32,631.39
12/1/24	266.90	70.16	196.75	32,434.64
1/1/25	266.90	69.73	197.17	32,237.47
2/1/25	266.90	69.31	197.59	32,039.88
3/1/25	266.90	68.89	198.02	31,841.86
4/1/25	266.90	68.46	198.44	31,643.41
5/1/25	266.90	68.03	198.87	31,444.54
6/1/25	266.90	67.61	199.30	31,245.24
7/1/25	266.90	67.18	199.73	31,045.52
8/1/25	266.90	66.75	200.16	30,845.36
9/1/25	266.90	66.32	200.59	30,644.77
10/1/25	266.90	65.89	201.02	30,443.75
11/1/25	266.90	65.45	201.45	30,242.30
12/1/25	266.90	65.02	201.88	30,040.42
1/1/26	266.90	64.59	202.32	29,838.10
2/1/26	266.90	64.15	202.75	29,635.35
3/1/26	266.90	63.72	203.19	29,432.16
4/1/26	266.90	63.28	203.63	29,228.54
5/1/26	266.90	62.84	204.06	29,024.47
6/1/26	266.90	62.40	204.50	28,819.97
7/1/26	266.90	61.96	204.94	28,615.03
8/1/26	266.90	61.52	205.38	28,409.65
9/1/26	266.90	61.08	205.82	28,203.82
10/1/26	266.90	60.64	206.27	27,997.56
11/1/26	266.90	60.19	206.71	27,790.85
12/1/26	266.90	59.75	207.15	27,583.69

PERSONAL GUARANTY AGREEMENT

This Personal Guaranty ("Guaranty") is given this 9th day of August, 2016, by KEITH FREDRICK BERGERON of 29 Bay Estates Dr. #8, P.O. Box 439, Grand Portage, MN 55605 ("Guarantor") who has an ownership interest in BASECAMP BUNGALOWS LLC, a business registered in the State of Minnesota and organized under the laws of the State of Minnesota, with a mailing address of P.O. Box 439, Grand Portage, MN 55605 and a principal place of business at 215 5th Ave. W., Grand Marais, MN 55604. This Guaranty is given in consideration of an award to Borrower of a loan by Cook County (the "County"), and in accordance with the terms of the REVOLVING LOAN FUND LOAN AGREEMENT BETWEEN COOK COUNTY, BASECAMP BUNGALOWS LLC, AND ITS GUARANTOR (the "Agreement"), to guaranty the contractual performance and payment obligations of BORROWER under the Agreement with the County. Effective as of the transfer of the loan funds to BORROWER, Guarantor hereby agrees as follows:

1. **OBLIGATIONS GUARANTEED.** Guarantor irrevocably, absolutely, and unconditionally guaranties to the County the full and punctual performance of the following (the "Obligations"):
 - a. Borrower's performance and payment obligations under the Agreement and related documentation between Borrower and the County; and
 - b. Payment of all amounts due to the County by Borrower, together with all attorneys' fees and legal expenses incurred by the County to secure Borrower's performance of its Obligations and collection of any amounts due hereunder.
2. **WAIVER AND CONSENT.** Guarantor waives diligence, presentment, protest, notice of dishonor, notice of default by Borrower, demand for payment, extension of time for payment, notice of acceptance of this Guaranty, and indulgences and notices of every kind. Guarantor waives any rights of subrogation, indemnity, reimbursement, and contribution which would otherwise be acquired by Guarantor by reason of its payment of any part of the Obligations. The County may do the following from time to time without notice to, or consent of, Guarantor and without affecting Guarantor's liability under this Guaranty:
 - a. Change the terms of the Obligations or of any debts or liabilities of Borrower to the County.
 - b. Release, settle, or compromise any debts or liabilities of Borrower.
 - c. Exchange, modify, release, impair, or fail to perfect a security interest in, any collateral securing the Obligations.
 - d. Guarantor shall remain liable until all terms of the Obligations are fully performed by Borrower, notwithstanding any event that would, in the absence of these provisions, result in the discharge of Guarantor.
3. **ENFORCEMENT.** This is a continuing guaranty of payment and performance, not a guaranty of collection. The County may enforce this Guaranty without first proceeding against Borrower, any other guarantor, any other person or any security or collateral, and without first pursuing any other right or remedy. This Guaranty remains enforceable regardless of any defenses that the Borrower may assert on the Obligations, including but not limited to, failure of consideration, breach of warranty, fraud, statute of frauds, bankruptcy, lack of legal capacity, statute of limitations, lender liability, accord and satisfaction, and usury. If foreclosure or other remedy is pursued, only the net proceeds, after deduction of all charges and expenses, shall be applied to the amount due on the Obligations. The County may

EXHIBIT 3

purchase all or part of the collateral or security at any foreclosure or other sale for its own account and may apply the amount bid against the amount due on the Obligations.

- 4. **EXPENSES OF ENFORCEMENT.** If this Guaranty is given to an attorney for enforcement, Guarantor will reimburse the County for all expenses incurred in connection with enforcement including without limitation reasonable attorneys' fees.
- 5. **ALTERATION OF OBLIGATIONS.** No provision of this Guaranty shall be construed to amend the Obligations or to relieve Borrower of any obligations thereunder.
- 6. **OBLIGATION OF GUARANTOR.** If more than one person or party executes a Guaranty as Guarantor of Borrower's Obligations, this Guaranty and the related guaranties by other parties shall bind all such persons and parties jointly and severally. Guarantor acknowledges that Guarantor has adequate means to obtain from the Borrower on a continuing basis, information on the financial condition of the Borrower and that Guarantor is not relying on the County to provide this information, now or in the future. The liability of Guarantor shall be reinstated to the extent the County is required at any time to return any amount then previously received in payment of the Obligations for any reason including without limitation amounts recovered pursuant to avoidance claims in bankruptcy proceedings of the Borrower.
- 7. **MISCELLANEOUS.** All rights and remedies of the County under this Guaranty are cumulative and are in addition to other rights and remedies the County may have. This writing is a complete and exclusive statement of the guaranty agreement between the parties. No course of dealing, course of performance, trade usage, or parol evidence shall be used to modify its terms. This Guaranty shall inure to the benefit of and may be enforced by the County and any subsequent holder of the Obligations and shall be binding upon and enforceable against Guarantor and the legal representatives, heirs, successors and assigns of Guarantor. This Guaranty shall be governed by the laws of the State of Minnesota, and Guarantor consents to the jurisdiction of the Courts of the State of Minnesota to adjudicate any disputes arising hereunder.

State of Minnesota)
)ss
 County of Cook)

This Guaranty was acknowledged before me
 This ___ day of _____, 20___, by

GUARANTOR:

WITNESS my hand and official seal affixed
 hereto the day and year first above written.

 Notary Public for the State of Minnesota
 Commission Expires:_____

 Keith Fredrick Bergeron
 29 Bay Estates Dr. #8, P.O. Box 439
 Grand Portage, MN 55605

**Cook County
Request for Time**

e-mail form

Before the Board of Commissioners

4.A.

1.	a. Topic or Issue: (As should be listed on agenda) Federal Payments In Lieu Report	b. Requested Date: 8/9/16	c. Amount of time with Board 5 minutes	Consent Agenda <input 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? yes	b. If so, When? last few years	c. What was the result? approval	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?			
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): No Action. Review the report of the three types of federal payments in lieu.			
7.	BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). See attached report on federal payments in lieu.			
8.	How will this request affect the County Budget? NA			
9.	Have funds been budgeted/allocated for this request?			
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.):			

COUNTY STAFF INFORMATION

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

ATTACHMENT E

For Year	<u>SRS</u> Title I 85%	<u>SRS</u> Title II 8%	<u>SRS</u> Title III 7%	<u>BWCA</u> Thye-Blatnik	<u>PILT</u> Section 6906	<u>PILT</u> Section 6906	TOTAL RECEIVED
	16 U.S.C. 500 P.L. 106-393 P.L. 110-343 ACT of 5/28/08 CFDA 10665 50% ISD/ 50% HWY	16 U.S.C. 500 P.L. 106-393 P.L. 110-343 ACT of 5/28/08 CFDA 10665 RAC	16 U.S.C. 500 P.L. 106-393 P.L. 110-343 ACT of 5/28/08 CFDA 10665 Firewise projects	(3/4 OF 1%) ACT of 6/24/48 CFDA 10668 unrestricted	31 U.S.C. 69 P.L. 94-565 ACT of 1976 County (\$/acre) unrestricted	31 U.S.C. 69 P.L. 94-565 ACT of 1976 Towns Towns	
1989	105,766.60			421,055.54	62,678.00		590,652.14
1990	112,108.14			421,055.54	62,617.00		596,780.68
1991	102,812.72			421,055.54	62,581.00		587,449.26
1993	133,804.00			423,075.64	62,926.00		619,805.64
1994	168,234.34			423,141.82	63,044.00		655,420.16
1995	174,725.39			424,078.24	63,336.00		662,187.63
1996	224,877.50			424,078.24	58,932.00		707,924.74
1997	262,286.22			424,078.24	69,875.00		756,272.46
1998	201,079.60			424,078.24	61,353.00		686,536.84
1999	259,442.50			424,078.24	64,147.00		747,687.74
2000	265,353.18			704,250.00	63,163.00		1,032,786.18
2001	246,189.62			704,250.00	65,892.00	1,506.00	1,017,857.62
2002	218,178.12			704,250.00	95,458.00	2,294.00	1,020,200.12
2003	219,917.00			704,250.00	100,615.00	2,420.00	1,027,222.00
2004	232,861.88			704,250.00	113,528.00	2,730.00	1,053,369.88
2005	264,974.29			704,250.00	118,410.00	2,847.00	1,090,481.29
2006	273,431.72			704,250.00	123,542.00	2,970.00	1,104,193.72
2007	208,364.86			704,250.00	119,925.00	9,476.00	1,042,015.86
2008	183,690.20			704,250.00	118,141.00	10,133.00	1,016,214.20
2009	643,462.00	60,561.00	52,991.00	704,250.00	188,474.00	16,165.00	1,665,903.00
2010	647,811.97	60,970.54	53,349.22	2,025,000.00	192,247.00	16,489.00	2,995,867.73
2011	586,568.20	55,206.42	48,305.62	2,025,000.00	194,174.67	16,654.33	2,925,909.24
2012	511,896.06	48,178.45	42,156.15	2,025,000.00	194,160.86	16,653.14	2,838,044.66
2013	397,095.40	37,373.68	32,701.97	2,025,000.00	200,054.37	17,158.63	2,709,384.05
2014	351,198.44	33,053.97	28,922.22	1,879,200.00	195,448.43	16,763.57	2,504,586.63
2015	325,624.88	30,647.04	26,816.16	1,879,200.00	211,310.90	16,706.71	2,490,305.69
2016	395,403.83	37,214.21	32,562.37	1,887,300.00	213,667.75	18,326.25	2,584,474.41
Total	7,641,300.53	363,205.31	317,804.71	23,414,443.73	3,177,503.53	100,337.47	30,465,890.26

Title II Funds are sent to the Forest Service/RAC.
SRS and BWCA are received in January of Following year.
PILT is received in June of the Current year.

Auditor:Excel:PILT.Attachment E

**Cook County
Request for Time**

e-mail form

4.B.

Before the Board of Commissioners

1.	a. Topic or Issue: (As should be listed on agenda) General Fund Budget Review	b. Requested Date: 8/9/16	c. Amount of time with Board 5 minutes	Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting Braidy Powers	b. Phone:	c. Email:	
3.	a. Departments affected: All	b. Department Head:	c. Dept been contacted?	
4.	a. Has the Board addressed this before? Yes	b. If so, When? last few years	c. What was the result? approval	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?			
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Approve the General fund Budget Review for the 2nd Quarter of 2016.			
7.	BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). See attached 2nd Quarter General Fund Budget Review			
8.	How will this request affect the County Budget? NA			
9.	Have funds been budgeted/allocated for this request?			
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.):			

COUNTY STAFF INFORMATION

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

COOK COUNTY BUDGET REVIEW

2016

(Cash Basis - Before year-End Adjustments)

r = restricted
c = committed

Departments	ACTUAL			ANNUAL BUDGET			Revenues Expenses (OVER) (UNDER) BUDGET			Revenues Expenses (OVER) (UNDER) BUDGET		
	January - June											
	Revenues	Expenses	Net	Revenues	Expenses	Net/Low	Revenues	Expenses		Revenues	Expenses	
General Gov.												
001 Commissioners	149,367	149,367	149,367	x	316,527	316,527	0	167,160	47%	47%	47%	
010 Court Admin. (6280 only)	11,272	11,272	11,272	x	25,000	25,000	0	13,728	45%	45%	45%	
018 Law Library	8,700	5,170	(3,530)	x	14,292	14,292	1	9,122	61%	36%	36%	
040 Auditor-Treasurer	47,784	282,357	234,573	x	103,173	590,966	487,793	308,609	46%	48%	48%	
041 General Finance/Admin	221,304	23,239	(198,065)	x	280,000	159,982	(120,018)	136,743	79%	15%	15%	
045 Assessor	9,072	171,084	162,012	x	1,800	328,558	326,758	157,474	504%	52%	50%	
060 Data Processing	17,403	375,002	357,599	x	110,624	641,618	530,994	266,616	16%	58%	67%	
063 Elections	13,260	8,622	(4,638)	x	9,949	19,155	9,206	10,533	133%	45%	45%	
065 Administrator	4,735	114,950	110,215	x	1,560	275,970	274,410	161,020	304%	47%	40%	
090 Attorney	10,225	148,141	137,916	x	16,150	314,050	297,900	165,909	63%	47%	46%	
091 Crime Victim Assist	18,748	28,101	9,353	x	48,000	74,619	26,619	46,518	39%	38%	35%	
095 Volunteer Attorney	2,500	2,500	2,500	x	2,500	2,500	0	0	100%	100%	100%	
096 Legal Aid Services	4,000	4,000	4,000	x	4,000	4,000	0	0	100%	100%	100%	
100 Recorder	30,506	97,059	66,553	x	194,851	134,901	134,901	97,792	51%	50%	49%	
101 Recorder Unalloc Fees	9,635	11,499	1,864	x	14,760	14,760	0	3,261	65%	78%	78%	
110 Courthouse Op.	22,201	278,255	256,054	x	74,215	547,089	472,874	268,834	30%	51%	54%	
114 Town Halls	862	862	862	x	6,850	6,850	0	5,988	0%	13%	13%	
120 Veterans Svc. Off.	26,959	26,959	26,959	x	7,500	50,941	43,441	23,982	0%	53%	62%	
200 Sheriff	123,917	862,502	738,585	x	352,200	1,908,762	1,556,562	1,046,260	35%	45%	47%	
204 Sheriff Response Unit	5,265	5,265	5,265	x	20,850	20,850	0	15,585	25%	25%	25%	
206 Coroner	10,717	10,717	10,717	x	20,500	20,500	0	9,783	52%	52%	52%	
208 Enhanced 911	37,494	19,903	(17,591)	x	147,137	147,137	0	9,783	25%	14%	14%	
221 Radio Communications	8,623	44,935	36,312	x	39,240	121,019	81,779	76,084	22%	37%	44%	
250 County Jail	16,702	119,098	102,396	x	8,000	316,063	308,063	196,965	209%	38%	33%	
253 ARC	18,272	44,786	26,514	x	15,217	97,619	82,402	148,840	0%	48%	50%	
280 Emergency Management	14,008	68,245	54,237	x	61,650	133,235	71,585	52,833	120%	46%	32%	
390 Environmental Health	6,623	29,907	23,284	x	12,000	56,651	44,651	26,744	55%	51%	76%	
392 Solid Waste/Land.	58,914	183,616	124,702	x	141,500	320,363	178,863	136,747	42%	57%	52%	
393 Score/Recycling	43,610	174,083	130,473	x	68,700	323,371	254,671	149,288	63%	54%	70%	
394 Planning & Zoning	4,680	4,398	(282)	x	8,675	8,675	0	4,277	54%	51%	51%	
416 Emergency Services Conf.	73,000	73,000	73,000	x	73,000	73,000	0	0	100%	100%	100%	
422 Senior Center	145,564	145,564	145,564	x	145,564	145,564	0	0	100%	100%	100%	
500 County Library	50,000	50,000	50,000	x	50,000	50,000	0	0	100%	100%	100%	
501 Historical Society	17,000	17,000	17,000	x	17,000	17,000	0	0	100%	100%	100%	
502 Arts	15,000	15,000	15,000	x	15,000	15,000	0	0	100%	100%	100%	
507 Schroeder Historical Society	10,167	58,767	48,600	x	20,250	114,925	94,675	56,158	50%	51%	51%	
509 Community Center	7,500	34,476	26,976	x	37,719	24,000	(13,719)	(10,476)	20%	144%	197%	
523 20% Parks & Rec	6,577	3,247	(3,330)	x	13,938	13,938	0	10,691	47%	23%	23%	
525 County Landings	11,278	38,263	26,985	x	19,000	82,887	63,887	44,624	59%	46%	42%	
600 Extension	158	158	158	x	9,000	9,000	0	8,842	2%	2%	2%	
602 Ag Inspector	36,239	36,239	36,239	x	36,239	36,239	0	0	100%	100%	100%	
603 Soil & Water	15,000	15,000	15,000	x	15,000	15,000	0	0	100%	100%	100%	
708 Higher Education												

Utilities/Repairs
Hov Town Hall

COOK COUNTY BUDGET REVIEW

2016
(Cash Basis - Before year-End Adjustments)

r = restricted
c = committed

	ACTUAL			ANNUAL BUDGET			Revenues Expenses (OVER) UNDER BUDGET			Revenues Expenses (OVER) UNDER BUDGET		
	January - June	Revenues	Expenses	Net	Revenues	Expenses	Net Levy	Revenues	Expenses	Rev %	Exp %	Total %
808	Worker's Comp		(114,887)	(114,887)				0	114,887			u
809	General Insurance		(147,921)	(147,921)				0	147,921			u
810	Refunds	23	23	0				(23)				u
819	Telephone	3	(3,548)	(3,551)				(3)	3,548			u
820	County Car Exp		(14,913)	(14,913)				0	14,913			u
821	Photocopies	337	(4,137)	(4,474)				(337)	4,137			u
822	Miscellaneous	1,670,251	19,399	(1,650,852)				(1,670,251)	(19,399)			u
840	Payroll In/Out	814,588	812,339	(2,249)				(814,588)	(812,339)			u
962	RE Tax Hospital in/out	434,540	489,420	54,880				(434,540)	(489,420)			u
981	RE Tax EDA in/out	120,539	137,647	17,108				(120,539)	(137,647)			u
984	RE Tax ARDC in/out	16,046	18,051	2,005				(16,046)	(18,051)			u
987	RE Tax Sanitary Dist in/out	15	15	0				(15)	(15)			u
	LEVY TOTALS	3,105,042	3,948,651	843,610	4,798,223	7,959,718	3,161,495	1,693,181	4,011,067			u
	Total Totals	9,858,872	10,000,534	141,662	9,596,446	15,919,436	6,322,990	(228,403)	5,918,925			u

Miscellaneous revenue includes property taxes and intergovernmental. unbudgeted: spent from fund balance or grant funds will reimburse.

S:\Budget and Levy\2016 Budget\Budget Review for Board 2016.xls\QTR 1

FROM REV & EXP BUDGET REPORT(2110)
dept 822 - ignore accts 5001,5023,5025

COUNTY BOARD APPROVAL

**Cook County
Request for Time**

e-mail form

4.C.

Before the Board of Commissioners

1.	a. Topic or Issue: (As should be listed on agenda) Veteran's Service Grant Approval	b. Requested Date: 8/9/16	c. Amount of time with Board 5 minutes	Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting Braidy Powers	b. Phone:	c. Email:	
3.	a. Departments affected: All	b. Department Head:	c. Dept been contacted?	
4.	a. Has the Board addressed this before? yes	b. If so, When? last few years	c. What was the result? approval	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?			
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Approve the Resolution for the 2017 CVSO grant in the amount of \$7,500.			
7.	BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). See attached Resolution and Grant Agreement.			
8.	How will this request affect the County Budget?			
9.	Have funds been budgeted/allocated for this request?			
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.):			

COUNTY STAFF INFORMATION

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

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

RESOLUTION #2016 –

ADOPTED

AUGUST 9, 2016

By Commissioner:

RESOLUTION #2016 –

BE IT RESOLVED by the Cook County Board of Commissioners that the County enter into the attached Grant Contract with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following Program: County Veterans Service Office Operational Enhancement Grant Program. The grant must be used to provide outreach to the county’s veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; reduce homelessness among veterans; and to enhance operations of the county veterans service office, as specified in Minnesota Laws 2013 Chapter 142 Article 4. This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by the County Board that Braidy Powers, the Cook County Auditor-Treasurer, and Heidi Doo-Kirk, the Cook County Board Chair, be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

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

Ayes:

Nays:

Absent:

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

I, Braidy Powers, Auditor of the County of Cook, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 9th day of August, 2016 , and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Marais, Minnesota, this 9th day of August, 2016.

County Auditor _____

By _____ Deputy

**STATE OF MINNESOTA
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS**

COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM

GRANT AGREEMENT

This grant agreement is between the State of Minnesota, acting through its Commissioner of the **MINNESOTA DEPARTMENT OF VETERANS AFFAIRS** ("State" or "MDVA") and **Cook County, 411 West 2nd St, Grand Marais, MN, 55604** ("Grantee").

Recitals

1. Under Minnesota Statutes §197.608, as amended by Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2, the State is empowered to enter into this grant.
2. The State is in need of enhancing the operation of the County Veterans Service Offices. This grant must be used to enhance the operations of the Grantee's County Veterans Service Office under Minnesota Statutes §197.608, Subdivision 4(a), and should not be used to supplant or replace other funding.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Grant Agreement

- 1.1 **Effective date:** **July 1, 2016** or the date the State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later.

The Grantee must not begin work under this grant agreement until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work, except as permitted by Minnesota Statutes §16B.98, Subdivision 11.

- 1.2 **Expiration date:** **June 30, 2017**, 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 agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2. Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1).
- 2.2 Conduct the County Veterans Service Office Operational Enhancement Grant Program ("**Program**") by purchasing one, or more, of the allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2017, identified as Attachment A, which is attached and incorporated into this grant agreement.
- 2.3 If the Grantee wishes to purchase a good or service not listed on the approved items list of the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2017, Attachment A, they shall submit a written request to the State's Grants Specialist listing the item, the estimated cost, and how the item will benefit county veterans. The item may only be purchased with grant funds upon receipt of written approval from MDVA.

- 2.4 Comply with the requirements specified in the MDVA Grants Manual (Rev. 2), Attachment D, which is available on the MDVA Website - Grants Page: <http://mn.gov/mdva/resources/federalresources/grants/>. In the event that any provision of the MDVA Grants Manual is not consistent with any language of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.5 Submit the current annual County Budget for the County Veterans Service Office Operational Enhancement Program to MDVA along with the signed FY2017 Grant Agreement at the beginning of the grant period (Ref: Attachment E – CVSO County Budget Example.) This grant is to be used only as authorized under Minnesota Statute 197.608, Subd.5. This grant must not be used to supplant any existing funding, or to duplicate any programs or services available to veterans from other agencies or organizations.
- 2.6 Upon the conclusion of this grant, the Grantee shall submit a Final Report to MDVA, as outlined in the MDVA Grants Manual (Rev. 2), in sufficient detail and to the satisfaction of the State, which provides a context for the grant outcomes and accounts for all grant funds expended. If the Grantee is eligible for a grant under this Program in the following fiscal year, MDVA will not enter into a new grant agreement nor issue any payment, until the Final Report for the current fiscal year has been received and approved by the MDVA Grants Specialist.
- 2.7 In the event that any provision of the Grantee's charter or mission, incorporated into this grant agreement by reference, is not consistent with any portion of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.8 Disclose immediately to the State Grants Specialist in writing, all personal or professional Conflict of Interest situations that arise, at any time, during the administration of the grant, in order to determine if corrective action is necessary. (Ref: MDVA Grants Manual, Rev. 2, Appendix G.)
- 2.9 Allow the State, at any time, to conduct periodic site visits and inspections to ensure work progress as specified in the MDVA Grants Manual (Rev. 2), including a final inspection upon grant completion.

3. Time

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

4. Consideration and Payment

4.1 **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

4.1.1 **Compensation.** The Grantee will be paid an Advanced Payment lump sum of **\$7,500** and must utilize funds for allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2017, Attachment A. To ensure compliance with the duties listed in Clause 2 "Grantee's Duties," Grantee will complete provided (Microsoft Excel Spreadsheets) Work Plan and Proposed Budget Expenditure Spreadsheet, identified as Attachment B, a sample of which is attached and incorporated into this grant agreement, and Final Report and Budget Expenditure Spreadsheet, identified as Attachment C, a sample of which is attached and incorporated into this grant agreement. Grantee will submit Attachments B and C to the State consistent with the requirements specified in the MDVA Grants Manual (Rev. 2).

- 4.1.2 **Travel Expenses.** Travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement is an allowable expense. The Grantee will report travel and subsistence expenses on the Travel Expense Worksheet, (as provided in the MDVA Grants Manual (Rev. 2), Appendix F), in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB).

Travel and subsistence expenses incurred outside Minnesota in neighboring States is allowed, when necessary for the accomplishment of routine tasks (e.g. transporting Veterans to medical appointments, attending conferences etc.) related to the County Veteran Service Officer work.

- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$7,500, (SEVEN THOUSAND, FIVE HUNDRED DOLLARS.)**

4.2 **Payment**

- 4.2.1 **Invoices.** The State will promptly pay the Grantee an Advance Payment lump sum payment as specified in Clause 4.1.3 upon execution of this Grant agreement.
- 4.2.2 **Eligible Costs.** In order to be eligible for Grant Funds, costs must be reasonable, necessary, and allocated to the grant, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant to Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2, and this Grant agreement.
- 4.2.3 **Unexpended Funds.** If the work specified in the Grantee's Duties is not completed, or is completed without expending the budgeted total of MDVA grant funds, the Grantee shall apply MDVA grant funds towards the total cost properly expended on the Tasks specified in the Grantee's Duties, and shall promptly return to the MDVA any funds greater than \$25.00 not so expended. All advance payments on the grant must be reconciled within 12 months of issuance or within 60 days of the end of the grant period, whichever comes first.

4.3 **Contracting and Bidding Requirements**

- 4.3.1 **Invoices.** Any services and/or materials that are expected to cost \$25,000 or more must undergo a formal notice and bidding process.
- 4.3.2 Any services and/or materials that are expected to cost between \$10,000 and \$24,999 must be scoped out in writing and offered to a minimum of three (3) bidders.
- 4.3.3 Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes.
- 4.3.4 Support documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- 4.3.5 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

- 4.3.6 The Grantee will record Contracting and Bidding quotes according to the bidding thresholds specified above on the Contracting and Bidding Log Sheet, as provided in the MDVA Grants Manual (Rev. 2), Appendix I and submit with the Final Report (as applicable.)

5. Conditions of Payment

All services provided by the Grantee under this grant agreement 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, or will return payment already received, for work found by the State to be **unsatisfactory** or performed in violation of federal, state, or local law. The Grantee will be bound to the current MDVA Grants Manual, (Rev. 2) as provided by the State.

6. Authorized Representative

The State's Authorized Representative is **Brad Lindsay**, Deputy Commissioner, Minnesota Department of Veterans Affairs, Veterans Service Building, 20 West 12th Street, St. Paul, Minnesota 55155, 651-757-1582, brad.lindsay@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant agreement.

The Grantee's Authorized Representative is **Patricia Strand**, CVSO, Cook County, 411 West 2nd St, Grand Marais, MN, 55604, (218) 387-3639, veteran.services@co.cook.mn.us, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant agreement must be 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 agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Liability

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 agreement 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 agreement.

9. State Audits

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 by the 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.

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 agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. 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**

10.2.1 **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents *created and paid for under this Grant Agreement*. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Agreement. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Grantee upon completion or cancellation of this Grant Agreement. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the works and the documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

10.2.2 **Obligations**

10.2.2.1 **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Grant agreement, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the

State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

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 agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Grants Specialist. 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 agreement.

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

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

13.1 Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, 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 agreement 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 services satisfactorily performed.
- 14.2 **Termination for Cause.** The State may immediately terminate this Grant agreement if the State finds that there has been a failure to comply with the provisions of this Grant agreement, 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. 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. If the Grantee does not commence the grant project within six (6) months of the effective date of this Grant agreement, as evidenced by the incurrence of documented expenses for eligible grant costs, then this Grant agreement shall be reviewed by MDVA, and may be terminated and the funds returned to MDVA to be reallocated.
- 14.3 **Termination for Insufficient Funding.** The State may immediately terminate this Grant Contract if:
- 14.3.1 It does not obtain funding from the Minnesota Legislature;
- 14.3.2 Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax 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 Agreement 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.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s): _____

2. GRANTEE: Cook County

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

Grantee: _____

Title: _____

Date: _____

Grantee: _____

Title: _____

Date: _____

3. STATE AGENCY: MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

Signed: _____

(With delegated authority)

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative - Photo Copy

ATTACHMENT A

Minnesota Statute § 197.608, as amended, provides that this grant may be utilized for the following general purposes.

- To provide outreach to the county's veterans.
- To assist in the reintegration of combat veterans into society.
- To collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.
- To reduce homelessness among veterans.
- To enhance the operations of the county veterans service office.

Only the items approved on this form are authorized for purchase using grant funds. The MDVA will seek recovery from your county for any items not on this list that have been purchased with grant funds.

CVSO Grant - Items Approved/Disapproved – FY2017	
<i>Expenses must be incurred <u>before</u> the end of the grant period (June 30, 2017)</i>	
EQUIPMENT & SUPPLIES	
Monitors and Dual monitor video cards	Teleconferencing equipment
Laptops/Tablet PC's/I-Pad (including accessories)	Paper shredders or shredding contracts
Personal computers - Desktop	TV /DVD combinations
Printers/Scanners	Mobile broadband data access device/Hotspot (No monthly contracts or fees.)
Phone & Internet Service/Cellular Phones/Smart Phones	Fax machines and installation of initial phone line (No monthly contracts or fees.)
Photo copiers (or 12 month lease) (Including user maintenance agreements.)	Digital Cameras
Digital Video Recorders	Digital Projectors – LCD/DLP
Office Supplies related to administering the CVSO grant (e.g. copy paper, toner cartridges, ink cartridges, etc.).	Office Furniture that <i>is necessary</i> and is directly related to computerization and organization efforts (required furniture for newly purchased equipment such as computer desk, printer stand, scanner table, etc. or other items to increase organization like filing cabinets, etc.). Office Furniture that <i>is necessary</i> and is directly related to new/increased staffing (desk, chair, cubicles, etc.).
Headsets – Phone ONLY	Label printers and supplies

SOFTWARE & COMPUTER TRAINING	
Webinars	Trainings (Microsoft Office – WORD, Excel) etc.
Veterans Information/Case Management Systems and Software (Including user maintenance agreements.)	

MARKETING	
Marketing expenses (Display boards, radio airtime, TV airtime and newspaper ads,	*Publicity Items (Magnets, Brochures, Challenge Coins – must include reference to LinkVet) up to a maximum of

billboards, CVSO shirts & jackets (*Must display the LinkVet logo*)

15% of the annual CVSO grant amount. (e.g. Total Grant Amount \$7,500 = \$1,125 publicity items.)

VETERANS SERVICE

Expenses related to the goal of reducing Veteran homelessness (*Must be pre-approved*)

Staff expenses for new/increased staff or to fund staff that were previously hired utilizing this grant that provide direct services to veterans.

Training at local colleges – Includes all staff in CVSO Office and must relate to the position of CVSO. (*Must be pre-approved*)

Travel expenses related to MACVSO / MDVA/ USDVA sponsored training events. (*Including transportation, lodging and registration fees*)

Transportation expenses related to the transport of Veterans needing to access their benefits (Including van/vehicle purchases for this primary purpose, maintenance, fuel, etc.)

Required NACVSO Accreditation/CEU/CVA Training – Must provide a "Certificate of Completion" after training. (*Transportation, Lodging and Registration*)

Medical Expenses to pay for 2nd opinions on previously denied VA disability claims.

"Outreach" Expenses such as benefits fairs, town halls and seminars are allowed however the primary purpose of the event must be to provide information about Veterans benefits.
Refreshments & food over \$500.00 must be pre-approved

Expenses related to the reintegration of returning service members (Including travel expenses to official reintegration events)

Employee Meals related to official travel for required training are allowable as specified in Chapter 15 – Expense Reimbursement per the State of Minnesota "Commissioner's Plan" located at www.mn.gov/mmb Website.

Veteran Medallion Samples (VA Marker) (three sizes) to display in the office
Veteran Cemetery Markers/Flag Holders (Replacement of damaged/stolen MDVA supplied)
Veteran Cemetery Markers/Flag Holders (New for Veterans not eligible for MDVA supplied)

Gift Cards (gas, public transportation, food etc.) are allowable. Must keep a detailed record using the Gift Certificate Log Spreadsheet.
Note: Gift Certificates must be distributed to Veterans within the same grant period as when purchased and before the grant Expiration Date (June 30.)

Expenses related to the collaboration with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.

Note: A detailed Account Activity Statement including 1) Veteran Name, 2) Total Dollars, 3) Payee info and 4) Description is required for the Final Closeout Report.

Also Approved:

- Reference materials (medical dictionaries, VA rules and regulations manuals, etc.).
- Up to one year of extended warranties/extended maintenance contracts on equipment and related software purchased during this grant cycle ONLY.
- Payments made to a third party on behalf of a veteran, their survivors or their dependents, such as mortgage, rent, auto loans, insurance, credit cards, etc. *with prior State approval.*

*NOTE: The maximum purchase price for certain items does NOT include tax or shipping charges.

Items Not Approved:

- Direct cash assistance payments to veterans, their survivors or dependents.
- Donations (includes contributions to organizations that "advertise" donors)

Attachment B - Sample Only

	A	B	C	D
1	CVSO Workplan & <i>proposed</i> Budget Expenditures Spreadsheet			
2	County Name:			
3	CVSO Authorized Representative Name:			
4	Project Name: <u>County Veterans Service Office Operational Enhancement Grant Program</u>			
5	Legal Citation: <u>Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2</u>			
6	Period Covered by Request: <u>FY2017 (July 1, 2016 - June 30, 2017)</u>			
7	SECTION ONE - Workplan			
8	Please provide a brief description of CVSO's intended use of CVSO grant funds.			
9				
10	SECTION TWO - <i>proposed</i> Budget Expenditures Spreadsheet			
11	Instructions:			
12	Column A - Enter your proposed Budget Items			
13	Column B - Enter your <i>estimated</i> Budget Amounts			
14	HINT: To add more rows, 1) SELECT the HOME tab (next to FILE top left of screen). 2) Put cursor in far left column and SELECT a row within the budget spreadsheet (row will be hi-lighted). 3) PRESS CNTL + "C" (at the same time.) 4) Then select INSERT (located top right on screen).			
15	<i>The proposed Budget Expenditure Spreadsheet is pre-programmed to calculate totals.</i>			
16				
17	Budget Category/Budget Item (e.g. Publicity/Newspaper, Travel/HACVSO etc.)	Budget Amount	Submitted Receipts (leave blank)	Ending Balance
18	Reference: Grant Agreement (Attachment A - "CVSO Operational Enhancement Grant Items Approved/Disapproved" List)			
19				\$0.00
20				\$0.00
21				\$0.00
22				\$0.00
23				\$0.00
24				\$0.00
25				\$0.00
26	Column Total	\$ -	\$	\$0.00

Attachment C – (Sections One & Two)

	A	B	C	D	E	F
1	CVSO Final Report and Budget Expenditures Report					
2	Grantee's Name:					
3	CVSO's Name:					
4	Project Name: County Veterans Service Office Operational Enhancement Grant Program					
5	Legal Citation: Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2					
6	Period Covered by Request: FY2017 (July 1, 2016 - June 30, 2017)					
7						
8	SECTION ONE - CVSO Progress Report/Summary Statement					
	Grant Expenditure Summary Statement					
	In 1-2 paragraphs, please describe the background/context for this years' CVSO grant expenditures. For instance:					
9	<ul style="list-style-type: none"> • Do grant expenditures address a particular "gap" in services to Veterans unique to your County? • Are your expenditures related to new programming this year? • Are there other significant "gaps" in services unique to your County? 					
10						
11	SECTION TWO - CVSO Metrics					
12	1. Total number of Full-time (% FTE) CVSO Staff (filled):					
13	2. Total number of Full-time (% FTE) CVSO Staff (open):					
14	3. Total County CVSO Program Budget:					
15	4. Total Number Veteran/Family Office Visits:					
16	5. Total Number Veteran/Family Outreach Visits:					

Attachment C – (Sections Three)

- 17 **SECTION THREE - Final Budget Expenditures Report Instructions**
- 18 1. Copy your original *proposed* Budget items and Amounts to the Final Budget Expenditure Report spreadsheet below.
- 19 2. Add any *new* Budget Items (Column A) not originally included in the *proposed* Budget Expenditure Report (HINT - Copy blank rows into the spreadsheet first to retain your pre-programmed formulas)
- 20 3. Enter each *individual* Receipt/Invoice Amount (Column E) for each Budget Item with an expenditure. (Note: In some cases there may be Budget Items from your original budget with no expenditures)
- 21 4. Document Proof of Payment by including the Warrant or Check Number (not required when a County Expenditure Activity Report is submitted)

Final Budget Expenditure Report - SAMPLE

Budget CATEGORY (Ref: Attachment A)	Budget Amount (original)	Budget ITEM (Publicity, Travel etc.)	Invoice/ Receipt (Page #'s)	Total \$ (Submitted Receipts)	Ending Balance
Reference: Grant Agreement (Attachment A - "CVSO Operational Enhancement Grant Items Approved/Disapproved" List					
Advertising	\$ 2,000.00	Billboard		\$ 750.00	\$ 1,750.00
"		Radio Ads		\$ 500.00	
"		Newspaper Ads		\$ 500.00	
Travel	\$ 500.00	NACVSO Training		\$ 650.00	\$ 650.00
Publicity Items	\$ 500.00				\$ -
Equipment	\$ 2,000.00	Dell Computer		\$ 1,650.00	\$ 2,950.00
"		Printer		\$ 550.00	
"		Monitor		\$ 750.00	
New Staff Salary	\$ 2,500.00	Temp Worker		\$ 1,500.00	\$ 1,500.00
\$25 Gas cards				\$ 650.00	\$ 650.00
Column Total	\$ 7,500.00			\$ 7,500.00	\$ 7,500.00

Attachment D

MDVA Grants Manual Rev. 2 (available on the MDVA Website - Grants Page:
[http://mn.gov/mdva/resources/federalresources/grants/.](http://mn.gov/mdva/resources/federalresources/grants/))

Attachment E

County Budget EXAMPLE - County Veteran Service Office Program

Report ID: IMA4001 - A200-01 Rev 02/2014
 Run Date: 04/25/2016 11:43

County of
 Revenues and Expenses by Unit - Budget Vs Actual for FY 2016
 Thru Period: 3/2016

Page 1 of 1

Unit 0100 - County Veteran Service Office		Unit 0111 - VETERANS SERVICES			Unit 0110 - Veterans Services			Budget Vs Actual		
Code	Object (Fund, Division, Note)	Classified		Encumbrances	Year To Date		Current Budget	Amount Available	Percent Available	
		Expenditures	Revenues		Expenditures	Revenues				
Expenses										
Unit 0111 - VETERANS SERVICES										
Appr A01 Salaries & Benefits										
0111	Full-Time Salaries	\$2,072.85	\$2,072.85		\$4,224.21	\$4,224.21	\$197.75	\$163,461.34	77.23%	
0110	Overtime Salaries						23	40.24	0.0%	
0110	Travel						125,520	125,520.00	100.0%	
0121	Medical	\$2,101.79	\$2,101.79		\$2,200.10	\$2,200.10	20	\$2,260.10	0.0%	
0121	Medical	\$443.04	\$443.04		\$1,078.20	\$1,078.20	23	\$1,078.20	100.0%	
0121	Medical				\$1,125.25	\$1,125.25	20	\$1,125.25	100.0%	
0121	Medical				\$1,002.65	\$1,002.65	20	\$1,002.65	100.0%	
0121	Medical				\$1,172.50	\$1,172.50	20	\$1,172.50	100.0%	
0121	Medical				\$1,027.65	\$1,027.65	20	\$1,027.65	100.0%	
0121	Medical				\$1,172.50	\$1,172.50	20	\$1,172.50	100.0%	
0121	Medical				\$1,002.65	\$1,002.65	20	\$1,002.65	100.0%	
0121	Medical				\$1,172.50	\$1,172.50	20	\$1,172.50	100.0%	
0121	Medical				\$1,002.65	\$1,002.65	20	\$1,002.65	100.0%	
0121	Medical				\$1,172.50	\$1,172.50	20	\$1,172.50	100.0%	
0121	Medical				\$1,002.65	\$1,002.65	20	\$1,002.65	100.0%	
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0121	Medical				\$1,002.65	\$1,002.65	20	\$1,002.65	100.0%	
0121	Medical				\$1,172.50	\$1,172.50	20	\$1,172.50</		

**Cook County
Request for Time**

e-mail form

4.D.

Before the Board of Commissioners

1.	a. Topic or Issue: (As should be listed on agenda) Canvass Board For Primary Election	b. Requested Date: 8/9/16	c. Amount of time with Board 5 minutes	Consent Agenda F
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.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): The canvass board for a primary election includes two members of the county board selected from among the members. In the absence of any selection by the county board from among its members the County Auditor shall appoint an eligible voter of the county who is not a candidate for public office, or a public official, to fill the vacancy.			
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). Canvass Board must meet the 2nd or 3rd day following the primary - August 11 or 12, 2016.			
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
Request for Time**

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5. A .

Before the Board of Commissioners

1.	a. Topic or Issue: (As should be listed on agenda) Personnel policy related to split class employment	b. Requested Date: 8/9/2016	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.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Approve the payroll change request for Pat Strand to C41-1 Step 5 effective August 5, 2016.			
7.	BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). Pat has been working for 3 years 20 hours in PHHS and 20 hours at Veteran's service officer. The handbook says that part time employees will accumulate step increases when they reach 1820 hours of work. However, Pat is not considered a part time employee and should have received her step increases on an annual and not an hourly basis.			
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"/>

COMPENSATION

The County has established salary schedules for various groups of regular employees. Adjustments and/or cost-of-living changes to salary schedules are made at the discretion of the County Board. The salary schedule lists the pay grade level for each job classification, as well as the merit step increases within each pay level. Employees who are hired for a new position are generally placed on the Step 1 level of the pay grade level for the position, though the County Board has discretion to make a higher step placement at the request and recommendation of the Department Head. Subsequent step increases within a pay grade are given based on employee performance and anniversary date. Step increases can be withheld or postponed due to unsatisfactory job performance, at the sole discretion of the Department Head following consultation with the Personnel Director. For purposes of calculating step increases, a "year" of work is based on full-time equivalency, whether 35 or 40 hours per week. Part-time and intermittent employees will be considered to have completed one year of service after 1,820 hours of work. "Hours worked" in this context shall include regular, Paid Leave, Extended Sick Leave, holiday, funeral, and comp time hours taken.

Would recommend that language be added to this section that specifies that employees working more than one part time job with the county, who are regularly scheduled to work full time hours, would accrue steps on each of the jobs annually rather than hourly. There is also an inconsistency in the determination of "full-time equivalency." In this section it is listed as 35 or 40 hours per week. In the Health benefit section it is identified as 30 or more hours per week.

**Cook County
Request for Time**

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5.13.

Before the Board of Commissioners

1.	a. Topic or Issue: (As should be listed on agenda) Consider changing Planning & Zoning to Land Service	b. Requested Date: 8/9/2016	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: Planning & Zoning	b. Department Head: Tim Nelson	c. Dept been contacted? yes	
4.	a. Has the Board addressed this before?	b. If so, When?	c. What was the result?	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?			
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Recommend that the board support a change in the name of the Planning & Zoning Department to the Land Services Department. This reflects the fact that this office currently provides services beyond the scope of planning & zoning. It also reflects the proposed change that the Land Commissioner/Parks Director position be included in this department. It also reflects an intentional shift away from the regulation and permitting of planning and zoning to a more customer service oriented work model.			
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). This is the first time that the board has heard this suggestion. We are simply asking for feedback at this time.			
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
Request for Time**

e-mail form

5.C.

Before the Board of Commissioners

1.	a. Topic or Issue: (As should be listed on agenda) Approve posting for Land Commissioner/Parks Dir.	b. Requested Date: 8/9/2016	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: Planning & Zoning	b. Department Head: Tim Nelson	c. Dept been contacted? yes	
4.	a. Has the Board addressed this before?	b. If so, When?	c. What was the result?	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?			
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Recommend that the board approve the job description for Land Commissioner/Parks and Trails Director at the classification C42-2 and that the board authorize the posting of a vacancy to be filled for this position.			
7.	BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). The personnel committee has been working with this position for a couple of months and supports this proposal.			
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"/>

JOB DESCRIPTION

BAND| GRADE| SUBGRADE|
 C 42-2

JOB TITLE: Land Commissioner/Parks & Trails Director

DEPARTMENT: Land Services

TITLE OF IMMEDIATE SUPERVISOR: Land Services Director

JOB SUMMARY: Under the direction of the Land Services Director, the Land Commissioner is responsible for managing state tax forfeit land trust and its forest resources for the economic, environmental, and social benefit of the County and its long term sustainability, which includes all land transactions of tax forfeited properties such as sales, leases and exchanges with the federal and state agencies, as well as with private parties, and has fiduciary responsibility as set forth by statute to the tax forfeit land trust. As Parks and Trails Director, the position is responsible for the implementation and monitoring of the county comprehensive trails plan and for the maintenance of the county's recreational properties, and for the coordination of the aquatic invasive species program and contracts.

<u>TASK</u>	<u>DESCRIPTION</u>	<u>FREQUENCY</u>	<u>BAND</u>	<u>GRADE</u>
1.	Manages the County tax forfeited land resources to include: gathering data and information on tax-forfeited lands and their potential uses; making land classifications and appraisals of land, timber and other products and uses; enforcing trespass laws and regulations in accordance with Minnesota Statute 282.	20%	C	
2.	Collaborates and works with County Attorney and Auditors staff in the preparation of documents, bids, contracts, leases, resolution of claims, enforcements, etc in the management of tax forfeit lands.	10%	C	
3.	Develops, administers and implements Tax Forfeit Land Sale and Exchange Programs consistent with County Board objectives to include: annual determination of land sale or exchange parcels; review of sale or exchange terms, conditions and appraisals; prepares advertisements, legal notices and other legal, administrative and technical requirements.	10%	C	
4.	Administers Grant-In-Aid sponsorship in coordination with the Auditors Office of ATV/OHV/Snowmobile trails and multiple use trail systems on tax forfeited lands.	5%	B	

5.	Develop and implement County Parks and Trails Program consistent with County Board objectives and Comprehensive Trails Plan to include: preparation of Park Commission agenda and minutes; implementation of action items within the Comprehensive Trails Plan; and Coordinates with local, state and federal agencies for any permits, leases or agreements needed for recreational uses on County lands	20%	C	
6.	Oversees the contract for the management of the Aquatic Invasive Species program. Serves as an Ex Officio member of the Aquatic Invasive Species Task Force.	5%	B	
7.	Communicates with County Board regarding resource management, tax forfeited lands and parks & trails issues.	5%	B	
8.	Prepares, submits and administers grants relating to county parks and trails.	15%	B	
9.	Prepares public informational education materials and communicates with property owners, interest groups and the general public relating to resource management of tax forfeited lands and County Parks & Trails facilities.	10%	B	

APPROVED ON BEHALF OF JOB EVALUATION COMMITTEE: _____

APPROVED BY COOK COUNTY BOARD OF COMMISSIONERS: _____

QUALIFICATIONS: Specific training or job experience required before appointment:

Graduation from an accredited college or university with a degree in public land management, recreation park & leisure studies or related natural resource degree, and at least four years of related experience. Comprehensive knowledge of the principles and practices of public land management including laws, statutes, regulations and ordinances applicable to land and natural resources management, recreational operations and activities. Must possess the ability to analyze facts and prepare detailed reports and recommendations and effectively express ideas both orally and in writing to board, commissions and the public. Must possess a solid working knowledge of computer skills including GIS, AS400 and data base management. Ability to work with supervisor, co-workers, and the public in a professional manner.

Additional Requirements:

Must possess a valid State of Minnesota Driver’s License. Must be physically able to perform extensive walking, recurring bending, crouching, stooping, stretching, reaching or similar activities, and be able to lift and carry light to moderately heavy items.

ORGANIZATIONAL RELATIONSHIPS

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

e-mail form

S. D.

1.	a. Topic or Issue: (As should be listed on agenda) Support for EDA Housing Project	b. Requested Date: 8/9/2016	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: EDA/City of Grand Marais	b. Department Head:	c. Dept been contacted?	
4.	a. Has the Board addressed this before? Yes	b. If so, When? July 26, 2016	c. What was the result? General support for the project	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?			
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Approve letter of support for up to \$175,000 in local matching funds for the One Roof Housing project.			
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? Specific allocation of support has not been determined/additional request is represented in EDA budget request.			
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"/>

July 27, 2016

Cliff Knettel, Deputy Director
One Roof Community Housing
12 East 4th Street
Duluth, MN 55805

Dear Cliff,

Workforce housing has been identified as the number one challenge to economic development in Cook County. One Roof Community Housing and the Cook County/Grand Marais EDA have been working together on the development of workforce housing in Grand Marais and Lutsen.

The Cook County Board, the Grand Marais City Council and the Cook County/Grand Marais EDA hereby commit to providing up to \$175,000 in local matching funds for the workforce housing project in Grand Marais.

If there are any questions or more information is needed, contact Mary Somnis at Cook County/Grand Marais EDA. 218-387-3112 director@prosperitynorth.com.

Sincerely,

Heidi Doo-Kirk
Chair, Cook County Board

Date

Jay Arrowsmith DeCoux
Mayor, City of Grand Marais

Date

Howard Hedstrom
Chair, Cook County/Grand Marais EDA

Date

S.E.

1.	a. Topic or Issue: (As should be listed on agenda) Resolution in support of US Bike Route 41	b. Requested Date: 8/9/2016	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.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Approve the resolution in support of MnDOT development of US Bicycle Route 41 from St. Paul to the Canadian Border through Cook County.			
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? No budgetary impact. Route uses existing infrastructure.			
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"/>

Jeff Cadwell

From: Walton, Elizabeth (DOT) <Liz.Walton@state.mn.us>
Sent: Friday, July 22, 2016 12:14 AM
To: Jeff Cadwell
Subject: REQUEST: review/comment on U.S. Bicycle Route 41 (Cook County)
Attachments: Overall route.pdf; About USBR 41-July2016.pdf; USBR 41 ResolutionTemplate-July 2016.doc; Cook County.pdf

Dear Jeff:

As noted in my voice mail, **MnDOT is working with partners to develop and designate U.S. Bicycle Route 41 (USBR 41), a national bicycle route that connects St. Paul to Grand Portage State Park at the Minnesota/Canada border, via Duluth.** MnDOT has combined existing roads and trails/paths to create a continuous route. The proposed route is based on comments MnDOT received from June public open houses and online surveys. The route is one of partnerships. It combines facilities owned and managed by cities, counties, townships, the Grand Portage Band of Chippewa, the DNR, and MnDOT. Through this email, **MnDOT asks you please to review the proposed route, provide feedback, and pass a resolution endorsing support for the route.** MnDOT hopes to designate the route this fall (the application is due mid-September).

REQUESTED ACTION:

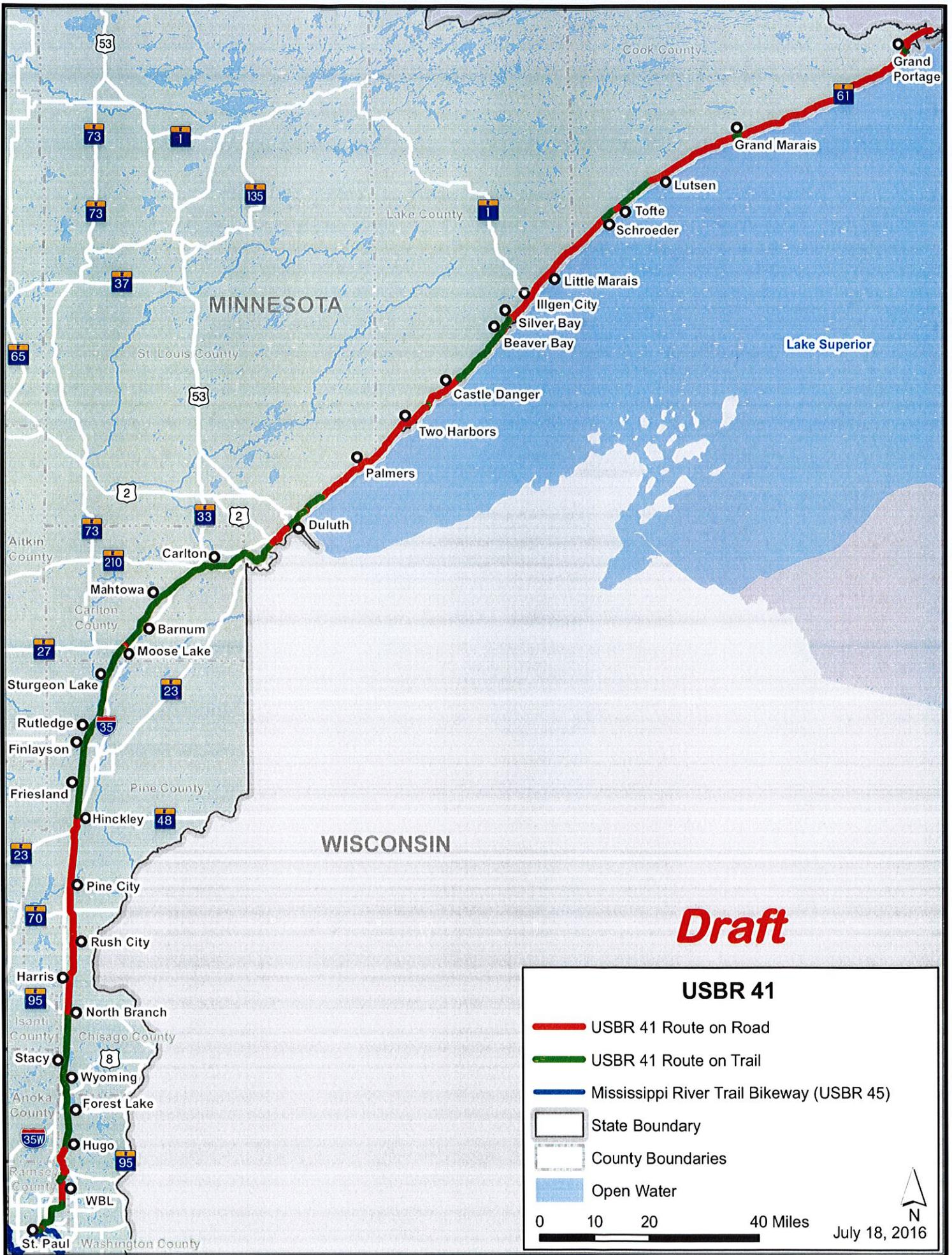
- 1. Please review the attached route maps and confirm we have:**
 - Directed bicyclists to roads/trails you find acceptable;
 - Correctly identified the proper authority/owner for each road/trail;
 - Correctly labeled roads/trails with the name or number most commonly used;
 - **If possible, please respond to the route and maps by August 3rd.**
- 2. Please review the attached resolution, which will officially show support within your jurisdiction for the bicycle route and its national designation.**
 - **If possible, please pass the resolution by September 1st.**

Please forward this email to others you believe may need or wish to review the route, maps, and resolution language. If helpful, I am available to meet in person to present project information or answer questions. I intend to attend the Moving Matters meeting in Grand Marais August 2nd.

To aid your review, I have attached:

- **Map – local.** Local map showing the route specifically on your road/trail.
- **Maps – adjacent areas.** Maps that offer context, such as the entire route and, when helpful, maps showing how adjacent route segments connect to your local segments;
- **Project information sheet:** project and U.S. Bicycle Route information.

BACKGROUND - Open houses/online survey. USBR 41 was identified in MnDOT's Statewide Bicycle System Plan as a high-priority corridor to connect cities within Minnesota. Over 2,700 participants contributed information at the June USBR 41 open houses and online surveys. Among others, MnDOT collected suggestions for route criteria, route alignment, a printable map format, and a representative name for marketing purposes. In early August MnDOT will hold another series of open houses and online surveys to present a summary of the information gathered during June. This includes the route selection criteria; the proposed route; the intended map format; and at the same time MnDOT will ask people to vote for a name from the top five suggestions. MnDOT will announce details for the August open houses/survey in about one week; info will be available on the [U.S. Bicycle Route 41 web page](#).

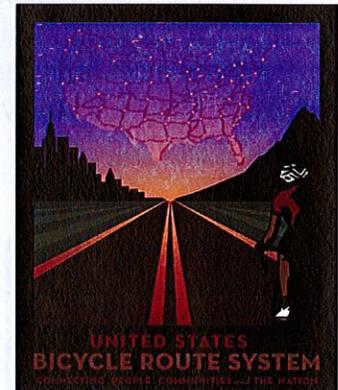


DEVELOPING U.S. BICYCLE ROUTE 41 - ST. PAUL TO GRAND PORTAGE STATE PARK

U.S. Bicycle Routes – Background

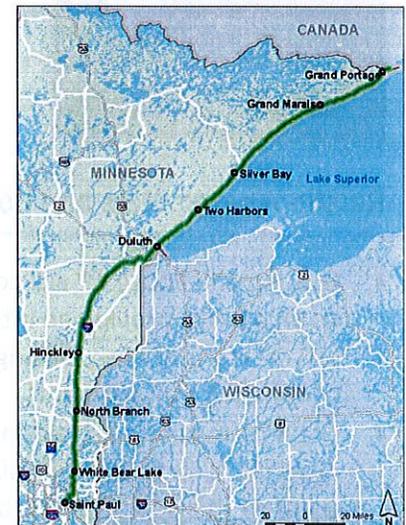


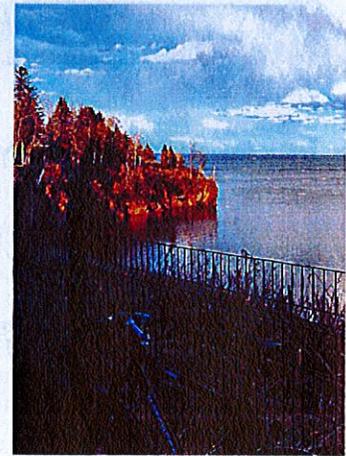
- The [U.S. Bicycle Route System](#) is an emerging network of numbered cross country bicycle routes developed to connect people to cities and places.
- The AASHTO (American Association of State Highway and Transportation Officials) Special Committee on Route Numbering officially designates each numbered route in the USBRS.
- MnDOT identified U.S. Bicycle Route 41 as a priority corridor in its [Statewide Bicycle System Plan](#).
- The Statewide Bicycle System Plan illustrates routes people can use to travel to and between Minnesota cities by bicycle. The proposed routes were developed based on comments from a cross-section of people statewide.
- USBR 41 will be Minnesota’s second USBR. USBR 45/[Mississippi River Trail](#) is the first. As of October 2015, 11,053 miles of U.S. Bicycle Routes have been established in 23 states.
- Adventure Cycling Association is working with all 50 states to develop the U.S. Bicycle Route System. A U.S. bicycle route can create more visibility for cycling across the country and help expand [bicycle tourism](#) and enhance [local economies](#) with little investment.



Planning U. S. Bicycle Route 41

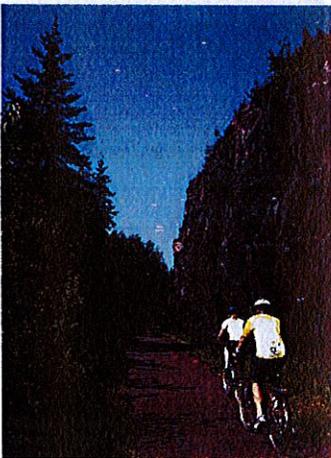
- USBR 41 will link St. Paul to Grand Portage State Park, via Duluth. It will be approximately 325 miles long.
- U.S. Bicycle Route 41 is a designation only; it is intended to complement—not compete—with local bicycle facility planning. It is intended to build upon communities’ efforts and help move local bicycle plans forward.
- Using route-selection criteria prioritized through public input, MnDOT will work with partners to combine existing roads and trails to create a continuous bicycle route that’s “ride-ready”.
- USBR 41 will be planned with adjacent network connections in mind. It will connect to communities, points of interest, and businesses/services bicyclists need. USBR 41 will be developed to enhance local communities through:
 - **Network connections.** Where practical, USBR 41 will be part of a local bikeway network, connect to a local network, or enhance the network to serve visitors and residents for transportation and recreation.
 - **Serving bicyclists’ needs.** Connects to or near local services, such as lodging/camping, grocery stores, restaurants, bike shops, hardware stores, libraries, etc.





- **Enhancing local economy.** Represents a modest opportunity for businesses to profit from new or more frequent bicyclists seeking local services.
- **Improving health.** Encourages healthy, active transportation and recreation. In addition, seek to reach a new audience of bicyclists, particularly those identified as “interested but concerned”, to help create a demographic mode shift.
- **Improving neighborhoods and communities.** Includes equity and diversity as factors in route planning and decision-making, with the intent to help increase bicycling in underserved/non-traditional neighborhoods.
- **Cost effectiveness.** Uses existing bicycle facilities, which require no additional land acquisition or development costs.
- **Adventure.** Introduces visitors and residents to exploration and new experiences.
- **State and national significance.** Connects communities to the state bikeway network and to routes designated within the [U.S. Bicycle Route System’s national corridor plan](#).
- For those most comfortable bicycling off-road, USBR 41 will include many segments of continuous trails and paths. Maps will clearly identify those segments.

Designating and Promoting U. S. Bicycle Route 41



- MnDOT seeks willing partners; success depends on partnerships—from developing to promoting the route.
- Designation requires a resolution of support from local road and trail authorities where USBR 41 is located.
- USBR 41 will be part of Minnesota’s statewide bicycle network. MnDOT will continue to lead USBRS work. As part of the USBR 41 project, MnDOT is developing a Minnesota guide that will identify protocol for planning, implementing, managing and promoting state and U. S. bicycle routes.
- If all U.S. Bicycle Route 41 planning and map work is completed this summer, MnDOT intends to designate the route in October 2016. If not complete, MnDOT will submit an application to designate the route at the next scheduled date: May 2017.

Relationship to State and Local Trails and Bicycle Facilities

- U. S. Bicycle Route 41 will combine existing roads and trails. In some cases, USBR 41 may provide an interim roadway connection within a local or state bicycle trail network, closing a gap until funding is available to fully build continuous trail segments.
- USBR 41 may bring additional value to existing and planned bicycle facilities. For example, a local trail typically serves bicyclists from nearby, but if common with USBR 41, it also may serve bicyclists from afar or travelling long distances. By serving multiple users under a joint purpose, USBR 41 may help future local bicycle initiatives more easily raise funds and be constructed more quickly.
- USBR 41 will evolve. It will change as viable, locally-led improvements occur that are compatible with USBR 41 route criteria and better-serve a broad range of bicyclists.



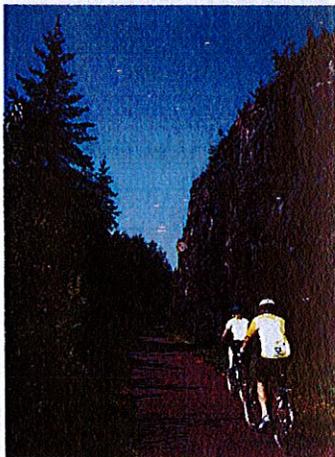
USBR 41 info: <http://www.dot.state.mn.us/bike/usbr41/>

Contact: Liz Walton; Minnesota Department of Transportation. Liz.walton@state.mn.us; 651-366-4186

- **Enhancing local economy.** Represents a modest opportunity for businesses to profit from new or more frequent bicyclists seeking local services.
- **Improving health.** Encourages healthy, active transportation and recreation. In addition, seek to reach a new audience of bicyclists, particularly those identified as “interested but concerned”, to help create a demographic mode shift.
- **Improving neighborhoods and communities.** Includes equity and diversity as factors in route planning and decision-making, with the intent to help increase bicycling in underserved/non-traditional neighborhoods.
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- **Adventure.** Introduces visitors and residents to exploration and new experiences.
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- For those most comfortable bicycling off-road, USBR 41 will include many segments of continuous trails and paths. Maps will clearly identify those segments.



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- Designation requires a resolution of support from local road and trail authorities where USBR 41 is located.
- USBR 41 will be part of Minnesota’s statewide bicycle network. MnDOT will continue to lead USBRS work. As part of the USBR 41 project, MnDOT is developing a Minnesota guide that will identify protocol for planning, implementing, managing and promoting state and U. S. bicycle routes.
- If all U.S. Bicycle Route 41 planning and map work is completed this summer, MnDOT intends to designate the route in October 2016. If not complete, MnDOT will submit an application to designate the route at the next scheduled date: May 2017.

Relationship to State and Local Trails and Bicycle Facilities

- U. S. Bicycle Route 41 will combine existing roads and trails. In some cases, USBR 41 may provide an interim roadway connection within a local or state bicycle trail network, closing a gap until funding is available to fully build continuous trail segments.
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- USBR 41 will evolve. It will change as viable, locally-led improvements occur that are compatible with USBR 41 route criteria and better-serve a broad range of bicyclists.



USBR 41 info: <http://www.dot.state.mn.us/bike/usbr41/>

Contact: Liz Walton; Minnesota Department of Transportation. Liz.walton@state.mn.us; 651-366-4186

Cook County

-  USBR 41 Route on County Roads
-  USBR 41 Route on Other Jurisdiction Roads
-  USBR 41 Route on Trail

 Cook County

July 18, 2016

Draft

Gitchi-Gami State Trail

Gitchi-Gami State Trail

Lake Superior

Lutsen

Tall Timber Tr

Tofte
Sawbill Tr

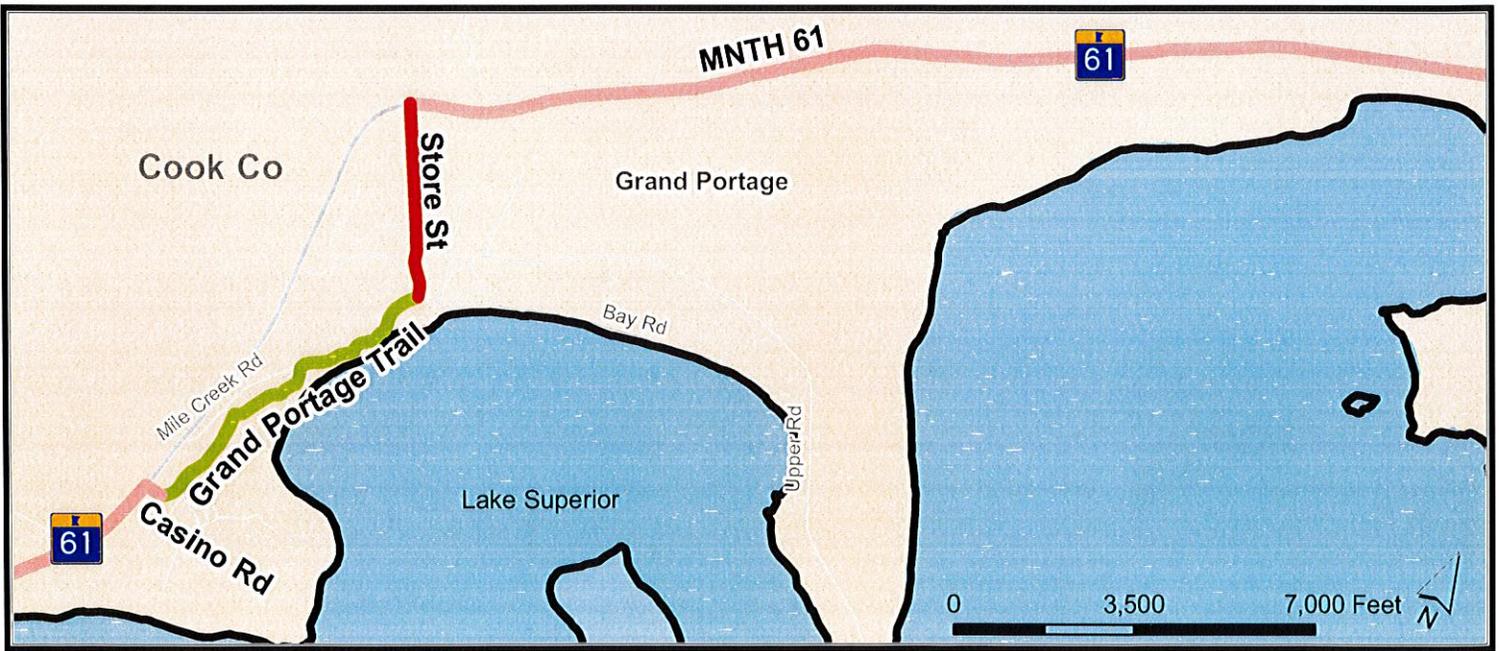
Cook Co

CR-24

Go Rd 5

61

0 1.25 2.5 Miles



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

RESOLUTION #2016-

ADOPTED

August 9, 2016

By Commissioner

:

**RESOLUTION #2016-
TO DEVELOP AND IMPLEMENT U.S.BICYCLE ROUTE 41.**

WHEREAS, bicycle tourism is a growing industry in North America, presently contributing approximately \$47 billion dollars a year nationally to the economies of communities that provide facilities for said tourism; and

WHEREAS, the American Association of State Highway and Transportation Officials (AASHTO) has designated a corridor connecting Saint Paul, to Grand Portage State Park, via Duluth, to be developed as United States Bike Route 41; and

WHEREAS, the Minnesota Department of Transportation has convened several public open houses and offered online public comment opportunities throughout the corridor to gather information and review route alternatives; and

WHEREAS, the Minnesota Department of Transportation in cooperation with road and trail authorities have proposed a specific route to be designated as United States Bike Route 41, a map of which is herein incorporated into this resolution by reference; and

WHEREAS, the proposed United States Bike Route 41 traverses through Cook County and is expected to provide a benefit to local residents and businesses; and

WHEREAS, the Minnesota Department of Transportation will continue to maintain statewide mapping and information regarding United States Bike Route 41, convene meetings and facilitate resolving issues and future alignment revisions within the State,

WHEREAS, the County has duly considered said proposed route and determined it to be a suitable route through the County and desire that the route be formally designated so that it can be appropriately mapped and signed, thereby promoting bicycle tourism locally and throughout Minnesota along the corridor.

NOW THEREFORE IT IS HEREBY RESOLVED that Cook County hereby expresses its approval and support for the development of United States Bike Route 41 and requests that the appropriate government officials take action to officially designate the route accordingly as soon as possible.

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

Ayes:

Nays:

Absent:

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

I, Braidy Powers, Auditor of the County of Cook, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 9th day of August, 2016, and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Marais, Minnesota, this
9th day of August, **2016.**

County Auditor _____

By _____ Deputy

**Cook County
Request for Time**

e-mail form

5.F.

Before the Board of Commissioners

1.	a. Topic or Issue: (As should be listed on agenda) Lisa Sorlie Out of Class Appointment	b. Requested Date: 8/9/2016	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: Highway	b. Department Head: Dave Betts	c. Dept been contacted? yes	
4.	a. Has the Board addressed this before?	b. If so, When?	c. What was the result?	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?			
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Recommend Lisa Sorlie for an out of class appointment from C42-1 Step 5 to C43-1 Step 5, retroactive to the beginning of Russ Klegstad's LTD.			
7.	<p>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).</p> <p>Lisa Sorlie has been picking up a lot of the slack in the office in the absence of Russ Klegstad and the vacancy of the Assistant Engineer position. Lisa has been performing some of the duties of the Maintenance Supervisor by working with vendors on rental contracts, quotes, and general memos. Lisa has been doing some of the Assistant Engineer's duties by assisting me with long term planning, performing more duties in regards to contract administration and project paperwork. Additionally, Lisa has been helping me with some of my more routine duties as I am picking up more of the Assistant Engineer and Maintenance Engineer duties. Lisa has performed more of the budgeting duties that I normally perform, prepared Engineer's memos with little direction, and been assisting me with some personnel duties.</p>			
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
Request for Time
Before the Board of Commissioners

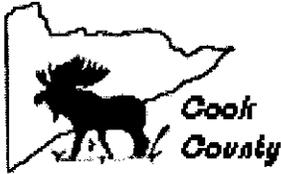
e-mail form

6.A.

1.	a. Topic or Issue: (As should be listed on agenda) MOA w/State for Liason to MN Incident Command Ctr.	b. Requested Date: 8/9/2016	c. Amount of time with Board 10	Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting Jim Wiinanen/Molly Hicken	b. Phone: 387-3670	c. Email: molly.hicken@co.cook.mn.us	
3.	a. Departments affected: Emergency Management	b. Department Head: Jim Wiinanen	c. Dept been contacted? Yes	
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? MN DNR, future Emergency Mgmt. Director			
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Authorize execution of 1) the State of Minnesota Joint Powers Agreement and a Memorandum of Agreement in which the County agrees to provide an employee to act as a liason between MN DNR and the County for purposes of managing major forest fire incidents, in exchange for compensation to the County for each week of assignment; and 2) the Memorandum of Agreement with MN DNR in which the County agrees to provide an employee (Jim Wiinanen) to act as a liason between the County and the MN Incident Command System (MNICS).			
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). A new Memorandum of Agreement will need to be executed when the new Director of Emergency Management begins employment, because the MOA specifically names the employee to act as a liason.			
8.	How will this request affect the County Budget? No effect unless a liason assignment occurs, then State will compensate Director, reducing payroll costs.			
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.):			

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"/>



**Memorandum of Agreement
Between Cook County
and MN Department of Natural Resources (MDNR)
regarding Minnesota Incident Command System (MNICS)**

This agreement is entered into on this date, August 9, 2016, by and between MN DNR (requesting agency) and Cook County (home agency). The parties hereto agree as follows:

1. Cook County (home agency) agrees that it shall provide named employee, James Howard Wiinanen, ("Employee") who is qualified to perform the tasks in Section 2 below, under the following conditions.
2. Description of tasks to be performed:
Duties related to serving as **Liaison Officer with the Minnesota Incident Command System (MNICS) Incident Management Team (IMT)** assigned to manage major fires and/or other all-hazards incidents, training, or meetings.
3. Dates and hours of service:
MNICS teams are available for assignments on a rotating basis, every third week. However, time assigned each year is limited and the total time deployed will usually be less than two weeks. **Maximum number of days employee will be provided for deployment will be 20 days per calendar year.** Cook County reserves the right to grant or deny final approval to release the Employee for any incident assignment, meeting or training, based on the home agency's staffing needs at the time of the request.
4. Payment process:
Direct payment from MDNR will be made at a rate of the **employee's current hourly rate (\$22.07/hr) plus fringe (\$12.22/hr) totaling \$34.29/hr**, to be submitted as an invoice by Cook County to MNDNR. Payment to Cook County is not to exceed the equivalent of 40 hours per calendar week. (Current hourly rate including fringe = \$34.29/ hour).
5. **In consideration for the performance of the tasks set out above, Minnesota DNR, 402 SE 11 Street, Grand Rapids, MN 55744 (requesting agency) shall pay Cook County, 411 West 2nd St, Grand Marais, MN 55604 (home agency) an amount not to exceed the employee's hourly rate plus fringe for 40 hours per calendar week of assignment.**
6. This appointment is effective from this date of August 9, 2016 through December 31, 2020 with payment rates updated as employee's current hourly rate changes.

Approvals:

Cook County Board Chair / Date

MN DNR by / Date

Jim Wiinanen

Cook County Auditor Attest / Date

Employee Signature August 9, 2016 / Date

STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of the Department of Natural Resources (DNR), and Cook County, 411 W 2nd Street, Grand Marais, MN 55604.

Recitals

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of overhead personnel on the Incident Management Teams, as part of the Minnesota Incident Command System, to provide support for managing wildfires and all-hazard incidents.

Agreement

1) Term of Agreement

- a) *Effective date:* May 15, 2016, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- b) *Expiration date:* December 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2) Definitions

- a) **Liaison Officer** – responsible for serving as the incident’s point of contact for coordinating with agency representatives from assisting and cooperating agencies.

3) Agreement between the Parties

- a) **Liaison Officer**
 - i. Cook County shall provide a liaison officer(s) for the purpose of supporting the DNR in the management of major fires and/or other all-hazard incidents, training and meetings.
 - ii. The DNR will determine the number of liaison officers necessary based upon needs, policies, procedures and applicable laws.
 - iii. The DNR and Cook County shall determine the dates and hours of service (if applicable) prior to deployment.

Cook County has the right to refuse services, if conditions within the county warrant such actions.
 - iv. Liaison duties may be performed by individuals working in excess of their regularly scheduled hours (overtime).

4) Payment

- a) In consideration for the performance of the tasks set out above, the DNR shall pay Cook County an amount not to exceed the employee's hourly rate, plus fringe, for a 40 hour per calendar week of assignment.

5) Authorized Representatives

- a) The State's Authorized Representative is Wildfire Suppression Supervisor, Ron Stoffel, or his successor.
- b) The Governmental Unit's Authorized Representative is County Administrator, Jeff Cadwell, or his successor.

6) Assignment, Amendments, Waiver, and Contract Complete

- a) *Assignment:* The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- b) *Amendments:* Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- c) *Waiver:* If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- d) *Contract Complete:* This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7) Liability

- a) A governmental unit participating in a joint venture or joint enterprise, including participation in a cooperative activity undertaken pursuant to this section or other law, is not liable for the acts or omissions of another governmental unit participating in the joint venture or joint enterprise, unless the participating governmental unit has agreed in writing to be responsible for the acts or omissions of another participating governmental unit.
- b) For purposes of determining total liability for damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit as specified in section 3.736 or 466.04, subdivision 1, or as waived or extended by the joint board or all participating governmental units under section 3.736, subdivision 8; 466.06; or 471.981. This paragraph does not protect a governmental unit from liability for its own independent acts or omissions not directly related to the joint activity.
- c) If a participating governmental unit has procured or extended insurance coverage pursuant to section 3.736, subdivision 8; 466.06; or 471.981 in excess of the limits on governmental liability under section 3.736 or 466.04, subdivision 1, covering participation in the joint venture or joint enterprise, the procurement of that insurance constitutes a waiver of the limits

of governmental liability for that governmental unit to the extent that valid and collectable insurance or self-insurance, including, where applicable, proceeds from the Minnesota Guarantee Fund, exceeds those limits and covers that governmental unit's liability for the claim, if any.

8) State Audits

- a) Under Minnesota Statute § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

9) Government Data Practices

- a) The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.
- b) If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

10) Venue

- a) Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11) Termination

- a) *Termination.* The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.
- b) *Termination for Insufficient Funding.* The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit 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 agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

9.A.

Dear Cook County Board,
Birch Grove Community School thanks you for your generous and continued support.

Thank you Braidy for helping expedite the funding so we could meet our year end deadline.

We appreciate all your help

Sincerely
Birch Grove Community School

Birch Grove Community School



"Where roots grow deep and branches reach high"

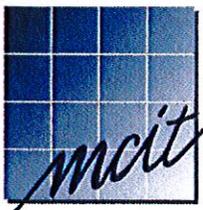
Birch Grove Community School
 "Where roots grow deep and branches reach high"



Post Office Box 2242-2383
 Tofte, MN 55615
 Phone: 218-663-0170
 Fax: 218-663-7904
 birchgrove@boreal.org

Visit our website at www.birchgroveschool.com

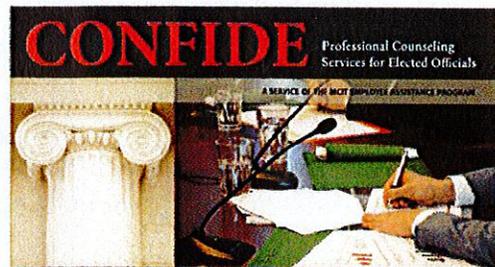
9.B.



Minnesota Counties Intergovernmental Trust Important Announcement

CONFIDE: EAP for Commissioners

County commissioners' service to their counties and constituents may take a toll on their happiness or family life. Recognizing this, MCIT has established a professional consulting and counseling program specifically for commissioners/elected leaders and their families.



Known as CONFIDE, this program is a confidential, professional consulting and counseling service to support the wellbeing of Minnesota's county commissioners and other elected leaders during challenging times. It is offered as part of the MCIT Employee Assistance Program (EAP) and provided at no cost.

CONFIDE is delivered by Sand Creek, MCIT's partner in providing the EAP to its members since 1996. With more than 500 qualified counselors located across the state, commissioners, other elected leaders and their dependents have convenient access to counseling sessions.

CONFIDE offers:

- confidential counseling and consultation on issues related to public service, work and personal life. Counselors are required by state and federal law to protect the confidentiality of anyone using the program.
- short-term, solution-focused, in-person counseling for commissioners, spouses and other dependents.
- pre-approved, qualified, professional, licensed counselors in every Minnesota county.
- assistance in identifying long-term resources when needed.
- sound advice and experienced wisdom in dealing with difficult situations.

County commissioners and other elected leaders are encouraged to contact CONFIDE at 1.800.550.MCIT (6248) if they experience professional or personal situations that they need help handling. Phones are answered 24 hours a day, every day to offer assistance when people need it.

Support for Many Issues

CONFIDE assists commissioners/elected leaders in both their public roles and their personal lives. The program can help leaders with concerns related to:

- leadership fatigue
- stress of public life
- peer-to-peer interpersonal conflict
- impact of elected life on family
- feelings of being overwhelmed
- regret and dissatisfaction
- communication breakdown
- additional professional concerns

CONFIDE addresses personal issues:

- stress
- conflict
- depression and anxiety
- grief and loss
- relationships
- family issues
- financial concerns
- substance abuse

Proven to Help

Past users of the EAP have been overwhelmingly satisfied with the service and assistance they have received. In 2015, 92 percent of them reported feeling better able to deal with the situation that led them to call for assistance; and 79 percent reported that as a direct result of the EAP services, they were able to do better at work.

One EAP user commented, "I am grateful for this program."

Commissioners and other elected leaders of MCIT members can contact CONFIDE any time at 1.800.550.MCIT (6248) for no-cost consultation and counseling. Members who have questions about the program should contact MCIT Deputy Director Steve Nelson at 1.866.547.6516, ext. 6411 or snelson@mcit.org. Informational brochures about CONFIDE are available from MCIT by calling 1.866.547.6516.



A.C.

State Demographic Center
300 Centennial Bldg., 3rd Flr.
658 Cedar Street
St. Paul, MN 55155
Telephone: 651.201.2473
[http://mn.gov/admin/demography/
local.estimates@state.mn.us](http://mn.gov/admin/demography/local.estimates@state.mn.us)

June 1, 2016

Dear Auditor:

The State Demographer is required by law to produce annual population and household estimates for Minnesota's counties, cities and townships. Enclosed you will find the April 1, 2015, population and household estimates for your county, including all cities and townships within the county. The city and township clerks in your county have also received a copy of their estimates.

These estimates are being sent to you for your review and comment. If you wish to challenge our estimates, please do so in writing by June 24, 2016. Challenges should be directed to James Hibbs at 300 Centennial Building, 658 Cedar Street, St. Paul, MN 55155. To contact us by telephone, please call (651) 201-2473. The volume of phone calls is heavy at this time of year, so you may be asked to leave a message on our voice mail system. We will try to respond promptly to your calls. If you wish to contact us by e-mail, the address is local.estimates@state.mn.us.

These estimates are subject to change and are not considered final until they are released to the Minnesota Department of Revenue in July. If there are changes to any of the places in your county, you will be notified. If you have not heard from us by July 15, 2016, you may assume that these estimates are correct.

Thank you for taking time to review these estimates.

Sincerely,

A handwritten signature in dark ink, appearing to read "Susan Brower", with a long horizontal line extending to the right.

Susan Brower
State Demographer

Enclosures

June 1, 2016

Preliminary 2015 Population and Household Estimates

Prepared by the Minnesota State Demographic Center

	Total Population	Household Population	Group Quarters	Number of Households	Persons per Household
Cook County					
Grand Marais city	1,370	1,328	42	691	1.92
Lutsen township	417	417	0	214	1.95
Schroeder township	207	207	0	101	2.05
Tofte township	251	251	0	139	1.81
Cook Co. Unorganized	2,974	2,966	8	1,407	2.11
Cook County Total	5,219	5,169	50	2,552	2.03

These data are preliminary and subject to change. Final estimates will be available after July 15, 2016.

9.D.

Cook County Historical Society Board Meeting
Agenda August 8, 2016

*****MEETING AT THE JOHNSON HERITAGE POST*****

**9:00 a.m. SPECIAL WORKSHOP WITH TRUE NORTH
CONSULTANT: Capacity Building Project**

To follow after presentation:

Call to Order
Roll call
Additions to Agenda

Approval of Minutes

Approval of Treasurer's Report

Old Business:

New Business

President's Report

Directors' Reports
JHP

Museum

Committee Reports

For the Good of the Order

Adjourn

**Minutes of the July 11, 2016 meeting of
The Cook County Historical Society**

Present: Barb Backlund, Duane Ege, Dean Einwalter, Gene Erickson, Mary Ann Gagnon, Hal Greenwood, John Jacobsen, David Peterson, Bob Pratt, and Eleanor Waha

Also present: Carrie McHugh and Garry Gamble

9 a.m. meeting called to order, Quorum present (10)

AGENDA: Addition to agenda – follow up on State Historic Preservation Office (MHS) letter and findings at Ballys. Motion to approve the agenda with addition made by Gene and seconded

MINUTES: Motion to approve made by and seconded by Dave and seconded by Gene – approved.

TREASURER REPORT: Motion to approve made by Dave and seconded by Gene – approved.

OLD BUSINESS: Making the dues consistent for both the JHP and the Society in general was discussed. Dues for both places would change slightly: \$20 individual, \$30 family, \$50 sustaining, \$100 commercial, \$200 for patron, \$500 for life membership (for one or the other) and/or \$1,000 for a life membership to both JHP and the Society. Further discussion was held regarding membership benefit clarification including advertising or stickers for commercial membership. Also, if membership prices are too high for some, we would consider a complementary membership for in-kind service.

A follow up meeting will be held on July 25 (9 a.m. at JHP) to further discuss and formalize membership dues levels and benefits.

NEW BUSINESS: Gene thanked all the volunteers planked trout dinner help, Bob and family, Carrie and family, Dave, Eleanor, Patty, Barb, Jake, Duane and Joan.

JHP REPORT: Barb reported that due to loss of a couple of volunteers Sunday hours will be limited to afternoon and Tuesday will now be closed. A dedication for the large Quick painting will tentatively be in May of 2017.

MUSEUM REPORT:

- **Motion made by Gene and seconded by Hal to lend a geology display to the CCVB with the agreement that photos and inventory be provided to board members and a requirement that the display case be locked – ayes all.**

- **Motion made by Duane and seconded by Hal to adopt the Conflict of Interest policy and Code of Ethics as provided in board packet - ayes all.**

Board members are asked to sign the agreement and return.

Jerritt Johnston of True North consultants in Ely will be advising us at a couple of upcoming meetings regarding our Capacity Building efforts.

Extensive discussion took place regarding the requirements expected of CCHS regarding the agreement with the State Historic Preservation Office (SHPO) at MHS.

- **Motion made by Hal and seconded by Gene to follow the recommendations made by the Minnesota Historical Society, pursuing a Historic Structures Report by a qualified Historic Architect – 9 ayes, 1 nays (Gene)**

Based on discussion, it was decided to see if there might be a historic architect who could start work sooner than later as there are multiple projects that have been put on hold because of the halt of work at the site. Further discussion to take place at July 25th special meeting.

Discussion of sign project installation came up and it was decided 1) because Ballys is on hold and 2) because an archeological survey would need to be done at Chippewa City that we'll wait for installation until next year. Mary Ann (THPO) will help us pursue survey needs at Chippewa City.

GOOD OF THE ORDER: Gene suggested raising \$20,000 for the Chippewa City Church to put a foundation under it.

Carrie noted that the Chippewa City event with Bob Swanson and Staci Drouillard was well attended, a very good program.

Motion to adjourn by Bob at 10:40, seconded by Gene, ayes all.

Minutes of the July 25, 2016 meeting of The Cook County Historical Society

The meeting was called to order at 9:00 o'clock a.m.

Present: Attending were Alta McQuatters, Barb Backlund, Hal Greenwood, Gene Erickson, Wayne Anderson, Bob Pratt, and Eleanor Waha. President McQuatters declared that there was no quorum present, but that those present would constitute an ad hoc committee to review and make recommendations on membership dues and on historic buildings structural reports for the Bally Blacksmith Shop..

Also present were Museum Director Carrie McHugh and JHP Director Don Davison.

A. Membership Dues.

There was strong sentiment expressed that the membership dues for the Society and JHP be consistent, as follows:

- \$20 Individual
- \$30 Couple/Family
- \$50 Sustaining
- \$100 Commercial
- \$200 Patron
- \$500 Lifetime

In the past, there has been a uniform membership renewal date. With the current financial and spreadsheet software, there is no longer a need for a uniform membership renewal date, but membership cards with renewal dates would be issued.

It was also expressed that there should be an "other amount" for people to select, and an option that amounts in excess of \$500 go towards the endowments.

Dean Einwalter arrived at 9:20, but there was still less than a quorum present.

There was a discussion of a possible discount for members for CCHS publications and employee-involved research, possibly 10%. Commercial memberships would get a logo or listing in the newsletters.

The committee recommended the foregoing for approval at the next regular board meeting in August.

B. Bally's Structural Report.

Carrie has talked to a number of architects, and the range of a Structural Report for Bally's is expected to be between \$15,000 to \$25,000. The firms can complete the work in 3 to 4 months, and can begin as early as August.

- a. Some grants require a detailed Scope of Work for each phase.

- b. MNHS requires 3 detailed bids from architects.
- c. Do we hire an architect with Society funds, or wait for a grant from MNHS?

The committee recommended the Society proceed with the request of the already-approved request for a grant and for formal requests for proposals.

A. Adjourned at 10:15 a.m.

Donald Davison, Recording Secretary



JOHNSON HERITAGE POST ART GALLERY

DIRECTOR'S REPORT

AUGUST 2016

We have a new exhibit: Ceramics in Cook County. The exhibit includes 16(!) ceramists and potters. The exhibit runs through the 21st. The rest of the year's schedule is set forth below.

July 29~August 21: *Ceramics in Cook County.*

August 26~September 11: *Gene Ritchie Monahan, a Retrospective*

September 16~November 13: *Grand Marais Art Colony Plein Air Exhibit*

Grand Marais Public Library librarian Steve Harsin has been helpful in guiding the Monahan exhibit for her heirs.

We have lost two more volunteers, one due to illness and one who moved. Please consider volunteering at the desk, even if it is once or twice per month.

Our website statistics:

Page Views per Month			
Month	Page Views	Change	
July, 2016	641	+8%	
June, 2016	596	+19%	
May, 2016	499	+22%	
April, 2016	408	-12%	
March, 2016	464	+24%	
February, 2016	374	-13%	
January, 2016	429	+90%	
December, 2015	228	-30%	
November, 2015	321	-80%	
October, 2015	802	+3%	
September, 2015	781	+27%	
August, 2015	817		
	Total	6,158	
	Average	513	

We had 1,852 (in person) visitors in July.

Museum Report: Cook County Historical Society, August 8, 2016

Lloyd K. Johnson Grant: Capacity Building work continues with Jerritt Johnston of True North Consultants of Ely, MN joining us for the first part of our meeting to facilitate discussion about proposals made at the May workshop.

GMATA Grant: History Scavenger Hunt that Liz Davis (grant-funded Museum assistant) is planning for **August 20th at 2 p.m.** is going to be a big event with more than fifteen local, downtown businesses participating as sponsors and as sites for participants to visit to complete the hunt. **Please show your support by encouraging friends and family to participate!**

Great Place/Chamber Grant: Extension of grant will allow us to complete landscape work at Ballys next summer.

2017 calendars for sale as fundraiser – please consider selling/buying/getting Christmas gifts to support the Historical Society. Dorie Carlson spent a lot of time researching, acquired a Thrivent grant and will be coordinating volunteers to sell these calendars during Fisherman's Picnic. We hope that proceeds will fund the project for calendar year 2018 and beyond.

The Annual Statewide Preservation Conference will be held in Hastings, MN, September 7-9th.
Registration: full conference \$90 or \$63 for one day.

Meetings and conversations continue with the Hovland/Colvill history group. Proposals of a more scaled back site plan at the Hovland Dock are among items being discussed. The Hovland community is taking a lead to continue that discussion. I continue to facilitate the email list and scheduling semi-regular meetings.

Annual Meeting and Volunteer Appreciation: September 29 @ Community Center in GM, fishcake dinner catered by Alyce's (Becky Thompson) - - Pat Zankman and Sharon Eliassen will make the usual fishcake batter.

Johnson Heritage Post
Balance Sheet
As of July 31, 2016

	<u>July 31, 2016</u>
ASSETS	
Current Assets	
Checking/Savings	
Checking - Business	\$ 3,531.57
Checking - Money Market	\$ 12,282.89
Fund - Building Fund Money Market	\$ 25,767.18
Fund2 - Memorial Trust Fund	\$ 2,252.41
Total Checking/Savings	<u>\$ 43,834.05</u>
Accounts Receivable	<u>\$ 600.00</u>
Total Current Assets	<u>\$ 44,434.05</u>
Fixed Assets	\$ 679,791.33
Other Assets	
16000 - Endowment - Beneficial Interest	\$ 353,279.00
Total Other Assets	<u>\$ 353,279.00</u>
TOTAL ASSETS	<u><u>\$ 1,077,504.38</u></u>
LIABILITIES & EQUITY	
Equity	<u>\$ 1,077,504.38</u>
TOTAL LIABILITIES & EQUITY	<u><u>\$ 1,077,504.38</u></u>

Cook County Historical Society
Profit & Loss Prev Year Comparison
 July 2016

	<u>July 2016</u>	<u>July 2015</u>	
Income			
43200 · Sales Income	\$ 325.80	\$ 613.53	
43400 · Public Donations			
43445 · Door Donations	\$ 551.00	\$ 515.04	
43450 · Donations and Contributions	\$ 10.00	\$ 610.00	
43455 · Fundraising Special Efforts			
43457 · Blacksmith Shop Contributions	\$ 20.00	\$ 10,963.00	
43458 · Church Building Contributions	\$ 114.00	\$ 1,250.75	
Total 43455 · Fundraising Special Efforts	<u>\$ 134.00</u>	<u>\$ 12,213.75</u>	
Total 43400 · Public Donations	<u>\$ 695.00</u>	<u>\$ 13,338.79</u>	
44500 · Government Grants			
44510 · Agency (Government) Grants	\$ -	\$ 13,350.00	
44530 · Cook County Grant	\$ -	\$ 55,400.00	County grant late in 2015
Total 44500 · Government Grants	<u>\$ -</u>	<u>\$ 68,750.00</u>	
45000 · Investments			
45030 · Interest-Savings, Short-term CD	\$ 28.55	\$ 25.68	
Total 45000 · Investments	<u>\$ 28.55</u>	<u>\$ 25.68</u>	
47200 · Program Income			
47230 · Membership Dues	\$ 245.00	\$ 1,275.00	
47240 · Research Service Fees	\$ 2.00	\$ 10.00	
Total 47200 · Program Income	<u>\$ 247.00</u>	<u>\$ 1,285.00</u>	
49000 · Special Events Income			
49010 · Special Events Contributions	\$ -	\$ 2,116.00	
49020 · Special Events Sales	\$ 1,470.00	\$ 1,274.00	
Total 49000 · Special Events Income	<u>\$ 1,470.00</u>	<u>\$ 3,390.00</u>	
Total Income	<u>\$ 2,766.35</u>	<u>\$ 87,403.00</u>	
Cost of Goods Sold	<u>\$ 71.82</u>	<u>\$ 121.50</u>	
Gross Profit	<u>\$ 2,694.53</u>	<u>\$ 87,281.50</u>	

(CONTINUED ON NEXT PAGE)

Cook County Historical Society
Profit & Loss Prev Year Comparison
 July 2016

Expense	July 2016	July 2015
60900 · Business Expenses	\$ 25.00	\$ -
62100 · Contract Services		
62110 · Accounting Fees	\$ 1,335.79	\$ 17.26
62150 · Outside Contract Services	\$ 1,500.00	\$ 845.00
Total 62100 · Contract Services	\$ 2,835.79	\$ 862.26
62800 · Facilities and Equipment		
62850 · Museum Building Repair & Maint.	\$ 59.63	\$ 559.45
62860 · Church Building Repair & Maint.	\$ -	\$ 313.00
62865 · Blacksmith Shop Repair & Maint.	\$ 8.09	\$ 1,616.87
62880 · Utilities - Museum	\$ 193.78	\$ 173.50
62885 · Utilities - Blacksmith Shop	\$ 47.91	\$ 56.58
62890 · Utilities - Church	\$ 23.41	\$ 22.83
Total 62800 · Facilities and Equipment	\$ 332.82	\$ 2,742.23
65000 · Operations		
65020 · Postage, Mailing Service	\$ -	\$ 60.40
65030 · Printing and Copying	\$ -	\$ 159.00
65040 · Supplies		
65042 · Office and Janitorial Supplies	\$ 107.27	\$ 47.91
65043 · Exhibit Supplies	\$ -	\$ 905.40
65044 · Food and Supplies for Events	\$ 782.44	\$ 931.62
Total 65040 · Supplies	\$ 889.71	\$ 1,884.93
65050 · Telephone, Telecommunications	\$ 193.99	\$ 187.63
65070 · Payment Processing Fees	\$ 3.16	\$ 14.42
Total 65000 · Operations	\$ 1,086.86	\$ 2,306.38
65100 · Other Types of Expenses		
65110 · Advertising Expenses	\$ 272.55	\$ 138.50
65160 · Other Costs	\$ -	\$ -
Total 65100 · Other Types of Expenses	\$ 272.55	\$ 138.50
66000 · Payroll Expenses		
66005 · Employee Wages and Taxes	\$ 6,890.72	\$ 8,724.30
66006 · JHP Payroll Offset Account	\$ (1,402.27)	\$ (1,612.94)
Total 66000 · Payroll Expenses	\$ 5,488.45	\$ 7,111.36
Total Expense	\$ 10,041.47	\$ 13,160.73
Net Ordinary Income	\$ (7,346.94)	\$ 74,120.77
Net Income	\$ (7,346.94)	\$ 74,120.77

Form 990 preparation
 Capacity Building grant

Planked Trout dinner

**COOK COUNTY/GRAND MARAIS JOINT EDA
MEETING AGENDA
AUGUST 9, 2016, 4:00 PM
GRAND MARAIS CITY HALL**

- 4:00 PM** **Call to Order**
A. Public Comments
B. Adjustments to and Approval of Agenda
C. Approval of July 12 and 26, 2016 Minutes (*motion to approve*)
- 4:10 PM** **New Business**
A. CCLEP Budget Request 2017
B. Meetings with Steve Peterson, IRRRB, August 17-18
C. EDA Website Development Estimate (*motion to approve*)
- 4:40 PM** **Financials**
A. Golf Course Financials (presented at meeting) (*motion to approve*)
B. EDA Financials (presented at meeting) (*motion to approve*)
- 5:00 PM** **Old Business**
A. Cedar Grove Business Park Update
B. Housing Committee Update
 - Letter of Commitment (*motion to approve*)
C. Assisted Living RFP Update
D. 2017 Budget Request Update (*motion to approve*)
E. Grand Marais Board Member Vacancy
- 5:45 PM** **Other**
A. SBDC Director's Report
B. Other Business
C. Adjourn

Cook County-Grand Marais Economic Development Authority

July 12, 2016

Grand Marais City Hall

Present: Board members Heidi Doo-Kirk, Carol Mork, Howard Hedstrom, Hal Greenwood (at 5 p.m.); EDA Director Mary Somnis; Mike Larson, Kjersti Vick, Maggie Barnard, Jack McHugh, Rhonda Silence

Absent: Anton Moody, Scott Harrison

There was no quorum of the EDA board, so the meeting called to order for discussion only at 4:05 p.m. by EDA President Howard Hedstrom. Hal Greenwood arrived at 5 p.m. and the meeting continued with a quorum.

Public Comment – None

Agenda reviewed.

Minutes of June 14, 2016 meeting reviewed. Director Mary Somnis said the board did not authorize membership in the Economic Development Association of Minnesota as recorded under EDA Director, but asked her to get more information on this organization.

Motion by Hal Greenwood, second by Carol Mork to approve the minutes with the removal of that paragraph. Motion carried, all ayes.

New Business

Visit Cook County – Golf Course Marketing & Business Directory

EDA Chair Howard Hedstrom welcomed Kjersti Vick and Mike Larson and said Visit Cook County (VCC) is the new marketing voice for Superior National at Lutsen (SNL). They gave the EDA an update of VCC's work regarding marketing. Hedstrom noted that there is a lot of money budgeted for advertising in September. He asked if that was practical. Paul Goettl, bookkeeper for the EDA and golf course said 20% of the rounds at Superior National are in September. Larsen said the \$50,000 budgeted for marketing SNL is not much for a \$5 million entity. Hedstrom asked if promotion will be increased and Larson said it all depends on the budget. Director Somnis said it would be good to know what the resorts are doing to promote the golf course. Board Member Heidi Doo-Kirk agreed, adding she would like to know how many rounds the resorts are selling. Somnis said another marketing effort to which SNL contributes \$1,800, goes toward a shared Wild North Golf campaign worth \$30,000.

Maggie Barnard shared a mock-up of the Visit Cook County tabloid. She said it is their "lure" piece. Vick said the Cook County Chamber is buying the back cover for an ad that will say "Stay here and have a business" or "Stay where you play." She said VCC prints 10,000 of these flyers each year and they are distributed to information centers all over the region and handed out at tourism shows. Somnis said the cost (depending on the amount of layout and number of changes) is \$2,500 - \$3,000. Somnis said Jim Boyd of the Chamber said he would include information on the EDA, including the website and contact information. The piece will be available by Mid-October.

Bike event assistance

Mike Larson said it is "no secret" that Cook County is becoming a bike destination. He said he gives credit to Mark and Melinda Spinler of Superior North Outdoor who got things started with the first biking events in the county. He said credit also goes to VCC and to the Gitchi Gami Trail Association. He said it is incredible the work they have done to promote biking. He talked about the major biking events now hosted by the county, the Lutsen 99er, Le Grand du Nord and the Sawtooth Challenge. He noted that the Lutsen 99er grew from nothing to 1,600 participants in six years. He said 36 states were represented at the last Lutsen 99er and said the event gives Cook County national exposure.

Also important to all this has been the Superior Cycling Association. Larson said that group has raised \$200,000 to start a connecting route between Briton Peak in Tofte and Pincushion Mountain in Grand Marais. He said Tim Kennedy did an amazing amount of work on that.

Larson said the sport of fat tire biking is also growing and plans are in the works for a winter festival, part of the Great Lakes Race Series, in January 2017.

Doo-Kirk said there is also an effort called "Route 41" to create a bike path from the Twin Cities to Canada.

Larson said all of these things have helped the occupancy rate at lodging establishments at slower times of the year. He said this brings economic benefit to the county, stating that research has been done that for every biker that comes to an event, there are two other people. So, for the Le Grand du Nord with 400 people, that meant there were 1,200 people in the county. He said so far the Lutsen-Tofte Tourism Association has been providing the race director, logistics person and volunteer coordinator for the 99er.

Larson said the biking group was part of the recent Cook County Comprehensive Trails Plan and as part of that plan, the county has stated that a person is needed to coordinate all of the trail efforts in the county—trail maintenance, grants, etc. Larson said the bike group is at the point where it desperately needs a coordinator for its events and trail work.

Larson asked if the EDA would consider adding \$20,000 to its budget to help fund this position.

Hedstrom asked if there are any license fees for bikes for use of trails as there are for snowmobiles, ATVs and horses. Larson said no.

Hedstrom said the EDA has a \$10,000 business line item that could possibly be used. He suggested that Larson "do a little legwork" and talk to county commissioners. He said they are the final arbiters of the EDA's budget.

Somnis said the EDA applauds Larson and the biking community's efforts.

2017 Budget Planning & Request to County

The board noted the letter to EDA Treasurer Scott Harrison from Cook County Auditor Braidy Powers. The auditor asked the EDA to keep in mind that there is no assurance that the county will be able to fund your entity at the same level as past years. Powers asked for a narrative to justify the county's continued support and for complete financial statements. Somnis said the budget request must be to the county by July 22 or as soon as possible thereafter.

Hedstrom pointed out that the budget is \$100,000 higher than last year, but said that is partly because the EDA now has a 2/3rd time director. Somnis said there is also \$100,000 earmarked for housing projects. That led to lengthy discussion of how the city and county would be contributing to those projects. Somnis said a joint meeting to discuss that was scheduled for July 26—to talk about the long-range vision of the EDA and the housing projects.

The board asked Somnis to present the budget as compiled to the Auditor's office.

Groundbreaking at Cedar Grove

Somnis said the Nadder and Lee Samari, who purchased CGBP lot 3, block 5 in September 2015 to build a 970-square foot veterinary clinic with an 800-foot residence attached, have agreed to participate in a groundbreaking ceremony with the EDA. She said they are making progress with their stormwater and design plans.

EDA Financials

Bookkeeper Paul Goettl presented invoices to be paid for July. Motion by Carol Mork, second by Hal Greenwood to make those payments. Motion carried, all ayes.

EDA financials and invoices for June 2016 were reviewed.

Motion by Heidi Doo-Kirk, second by Hal Greenwood to accept the EDA financial reports for June 2016.

Motion carried, all ayes.

Goettl gave a report on Superior National at Lutsen financials for June 2016. He said the golf course had 1,764 rounds of golf, about 73 rounds short of budget. Somnis said that is not bad for a rainy spring. He went through

the profit and loss sheet and said that the budget is down a bit—\$206,000 versus \$215,000 overall, so there is not a huge difference.

Motion by Heidi Doo-Kirk, second by Hal Greenwood to accept the Superior National at Lutsen financial reports for June 2016. Motion carried, all ayes.

KGM payoff

Goettl suggested that if the EDA had any funds remaining at the end of the year that it pay off what it owes to KGM Contractors as retainage instead of carrying it forward in the budget for \$20,000 for two more years.

Old Business

Housing Committee Update

Somnis said information on the two proposed housing projects (Grand Marais and Lutsen) have been forwarded to the Grand Marais City Council and Cook County commissioners. She said the projects will be discussed at the July 26 meeting.

Red Pine Realty contract

Hedstrom said at the last meeting the EDA voted to continue its contract with Jack McHugh of Red Pine Realty for marketing and sales of the Cedar Grove Business Park. He said now that the EDA has a director on staff, she can handle those duties. Somnis said she cannot act as a Realtor, but can do the marketing and administrative work.

Assisted Living Market Study update

The EDA sent out request for proposals (RFP) to 15 interested parties. They heard back from two that declined. Others are still considering the RFP. The deadline for proposals is August 31.

Board vacancy

The EDA needs to find someone to fill the EDA board seat vacated by Mark Sandbo. Somnis said she has heard from people, but no one had submitted an application as of July 5. This position is selected by the city of Grand Marais.

Lake Superior/Poplar River Water District update

Hedstrom said a settlement had been reached through mediation with RJS Construction on the Lake Superior Water District pipeline. He said the inlet pipe work has been completed and the pump house and HVAC work is in progress. He said phase 1 should be completed November 1. The drinking water portion of the project is 50% complete. There is a \$300,000 shortfall that the water district is seeking.

He said the EDA/Superior National at Lutsen will be asked to sign an agreement for use of the pipeline when everything is complete.

Other

Small Business Development Center

Small Business Development Center Representative Pat Campanaro gave a written report on her activities for June. Although she was out for two weeks between training and vacation, she still had 46 hours in client sessions and 13 hours of training. She saw 18 clients in 29 different sessions.

She also worked to help repurpose the old visitors center to the Office Outpost, a co-working facility. It is a business center with 11 workstations, a conference room, a professional printer, a coffee bar and a private room for video conferencing. It will be open by digital key entry 24 hours a day, seven days a week. She worked on this with the Broadband Commission with committee members Bob Pranis, Mimi Gentz, Woody Gilk, Paula Sundet Wolf, and Yvonne Caruthers. The first year of use the committee will collect data usage to see if this is a real business need.

Cedar Grove Business Park lot sale

Realtor Jack McHugh and Randy Ekroot were at the meeting to make an offer of \$27,000 on Cedar Grove Business Park lot 6, block 4. McHugh said that the lot is just to the right of the lot purchased by Paul James of Cook County Towing in July 2014 for \$25,000. The site Ekroot wants to purchase was used temporarily as a stable and horse tour business.

McHugh and Ekroot provided a sketch and an elevation drawing of the proposed building and where it would be placed. McHugh said that Ekroot couldn't give precise placement yet, as there is an issue with the survey of the lot. Hedstrom said the lot has been surveyed, but the pins are no longer in place.

McHugh said as soon as the survey pins are replaced, Greg Gestecki of Edwin E. Thoreson, Inc. has agreed to come check the grade to help determine the best location for the building. McHugh said Ekroot has also had discussion with David Demmer of Cook County Planning and Zoning regarding a stormwater plan for the site.

The EDA board asked Ekroot what would be the purpose of the building. He said he has lost his lease at his current site [A&E Marine] on the Gunflint Trail and needs a new location. He said the building would be half garage and ½ retail space.

Doo-Kirk asked if a retail business is allowed under the business park covenants. Somnis reviewed the business park covenants and said yes, retail businesses are allowed.

Motion by Heidi Doo-Kirk to recess the regular meeting and to open a closed session to discuss the offer, second by Hal Greenwood. Motion carried, all ayes.

The board talked in closed session for several minutes and then EDA Director Somnis came out to talk to McHugh and Ekroot. She went back to the closed meeting.

Motion by Heidi Doo-Kirk to adjourn the closed meeting and to reopen the regular meeting, second by Hal Greenwood. Motion carried, all ayes.

Motion by Carol Mork, second by Hal Greenwood to accept the purchase order from Ekroot for \$30,000 for lot 6, block 4 of the Cedar Grove Business Park. The motion carried unanimously.

The next steps will be getting the survey pins back in place and reviewing Ekroot's site and stormwater management plans. The EDA must also set a public hearing to accept public comment on the lot sale.

Motion by Carol Mork to pass Resolution 2016-01 to set a hearing to accept public comment regarding the sale of lot 6, block 4 of the Cedar Grove Business Park for \$30,000. The hearing was scheduled for July 26 at 5 p.m. at Grand Marais City Hall. Motion seconded by Hal Greenwood. Motion carried, all ayes.

McHugh said Ekroot hopes to close by August 30 or sooner.

Meeting adjourned at 6 p.m.

Respectfully submitted by
Rhonda Silence
Minutes & More

*****To be approved at August 9, 2016 EDA meeting *****

Cook County-Grand Marais Economic Development Authority

July 26, 2016

Grand Marais City Hall

Present: Board members Heidi Doo-Kirk, Carol Mork, Howard Hedstrom, Hal Greenwood, Anton Moody;
EDA Director Mary Somnis; Jack McHugh, Randy Ekroot, Rhonda Silence

Absent: Scott Harrison

Meeting called to order by EDA President Howard Hedstrom at 5 p.m.

Hedstrom said the purpose of the meeting was to accept public comment on the sale of a lot in the Cedar Grove Business Park. Hedstrom said the EDA had an offer from Randy Jon Ekroot to purchase lot 6, block 4 for \$30,000.

Hedstrom opened the meeting to public comment. There was no public comment.

Hedstrom closed the meeting to public comment.

Motion by Hal Greenwood, second by Carol Mork to sell the property to Randy Jon Ekroot as proposed. Motion carried, all ayes.

Meeting adjourned at 5:02 p.m.

Respectfully submitted by

Rhonda Silence

Minutes & More

******To be approved at August 9, 2016 EDA meeting******

**Cook County/Grand Marais EDA
Director's Report
August 9, 2016**

CCLEP Budget Request 2017

There will be a presentation by CCLEP at the August 9 EDA meeting. See documents in meeting packet.

Meetings with Steve Peterson, IRRRB, August 17-18

Updates on: Superior National, Poplar River Water District, workforce housing, assisted living, mountain biking, Hedstrom's, North House, airport...other things to add?

EDA Website Development Cost Estimate

Please see attachment from "*two dogs in the web*" in the meeting packet. I recommend we go with Option #2 and create a new website. The new website will be mobile-friendly, utilizing responsive technology and will be easier for us to update ourselves.

Cedar Grove Business Park

Designs received for veterinary clinic. Earth work has begun on Max Wahlers' site. Public Hearing on sale of a lot to Randy Jon Ekroot was July 26. No public was in attendance. Purchase offer was accepted.

Housing Committee Update

Letter of Commitment up to \$175,000 was signed by Grand Marais Mayor on July 27. On the August 9 agendas for both County Board and EDA. In discussion with IRRRB about grant possibilities. See enclosed list of grants that have been applied for, when they will know if approved, and the amounts for each one.

Wetlands delineation completed on Lutsen property.

RFP for Assisted Living

Received one letter of intent to bid from Spectrum.

2017 Budget Request to Cook County

Budget was discussed at joint workshop with County and City. Following approval at August 9 EDA meeting, request will be forwarded to Braidy Powers, Auditor-Treasurer.

Grand Marais Board Member Vacancy

This person must reside within the city limits. EDA board members please share enclosed application with those who may be interested.

Other

The Cook County Residential Energy Efficiency Program (REEP)

REEP is a publically funded initiative designed to increase the energy efficiency of homes in Cook County by facilitating home performance energy audits before and after improvement work. Homeowners pay for the audits and improvements, followed by a 75% audit rebate with completion of selected improvements within 18 months of the initial audit. This partial rebate program provides home and business owners the incentive they need to make energy improvements, ultimately providing for long term savings on energy use, energy dollars and negative impacts to the environment.

As part of our mission to develop a local response to the worldwide transition away from fossil fuel-based energy sources, the CCLEP REEP program has encouraged 29 energy efficiency evaluations of local homes and businesses, which is consistent with the target goal of completing 10 audits each year.

As with any publically funded energy efficiency or renewable energy development, there are three basic underlying assumptions:

1) that climate scientists worldwide are in near-unanimous agreement that the Earth is warming rapidly which is causing changes in climate that are perilous to the Earth's natural systems and to human civilization; and

2) that the primary cause of that warming is human activity, especially through the combustion of fossil fuels which emit greenhouse gases such as carbon dioxide (CO₂); and

3) that the continued use of fossil fuels is being propelled by a market failure whereby the costs of carbon emissions are not included in the price of fossil fuels.

Public funding of energy efficiency and renewable energy are an attempt by Federal, State, and local units of government throughout the U.S. and around the world to remedy that market failure and to encourage a more rapid transition away from fossil fuels. Additional benefits of local public investment in energy efficiency and renewable energy development are improved public health, retention of energy dollars within the local economy, increased local self-reliance, and job creation.

The REEP program is especially well justified within the above context for the following reasons:

- 1) Energy efficiency is the most cost effective way to reduce fossil fuel use and carbon emissions.
- 2) REEP supports our local building assessment and improvement trades.
- 3) REEP has been shown to have a significant and cumulative positive impact on our local economy (see chart, below).

Table: Projected Effect of REEP on Cook County Economy 2014-2018										
Date	Completed Projects		Money spent on energy improvements		Estimated energy cost savings		Economic impact			
	Annual	Total	Annual	Total	Annual	Total	Annual	Total		
7/31/2014	8		8	\$ 62,400	\$ 62,400	\$ 7,680	\$ 7,680	\$ 70,080	\$ 70,080	
7/31/2015	10		18	\$ 78,000	\$ 140,400	\$ 9,600	\$ 17,280	\$ 87,600	\$ 157,680	
7/31/2016	17		35	\$ 132,600	\$ 273,000	\$ 16,320	\$ 33,600	\$ 148,920	\$ 306,600	
7/31/2017	19		50	\$ 148,200	\$ 421,200	\$ 18,240	\$ 51,840	\$ 166,440	\$ 473,040	
7/31/2018	20		68	\$ 156,000	\$ 577,200	\$ 19,200	\$ 71,040	\$ 175,200	\$ 648,240	
Notes:										
Average cost of improvements: \$7,800 based on average of 17 completed projects to date										
Average cost of energy savings: \$960 based on average of 17 completed projects to date										
Economic impact is sum of money spent on improvements and energy savings.										
Updated August 1, 2016										

Cook County Economic Development Authority Website Development Cost Estimate

Thanks for giving us the opportunity to work with you on the EDA website! We'd love to help you give your website a fresh new look.

As we discussed, we are providing two separate estimates for redoing your website:

Estimate 1

Under this estimate, we would make some adjustments to the existing site to try and give it a more modern look. However, we would not make any major changes to the layout or function of the site, and would continue to utilize the existing Wordpress software to allow you to maintain the site.

These changes may include things like making the page width wider, setting up a slideshow on the home page, and making the site mobile-friendly using responsive technology. However, the basic design would remain the same.

We estimate the costs to make these adjustments, including the mobile design, to be **\$966.25 - \$1,220.00**.

Estimate 2

Under this estimate we would be creating an entirely new design for the site, as well as providing a simpler and less top-heavy interface to use to update your website. The new design and programming would include modern layouts and features, showcasing the qualities which make Cook County a good place in which to live and locate your business.

This estimate makes the following assumptions:

- The simpler interface will provide you with the ability to easily update text and photos on your web pages, including written instructions and talking over the process with you if needed. However it will not include all the "extras" that come with Wordpress - just what you need to maintain the site.
- The new site will be mobile friendly so it looks good on mobile devices as well as larger computer screens.
- We'll either copy the text from the existing site, or where text needs to be changed you'll provide us with the updated text in a format (like email or Word) that we can cut and paste from. Copying and pasting from existing text allows us to keep your costs down.
- The new site will have approximately the same number of pages as the current site.
- We will include a small line at the bottom of the site giving us credit for the website. Please see <http://www.grandmaraisfamilydentistry.com> and <http://www.crookedspooncafe.com> for examples of how we normally display the credits.

Given the above assumptions, we estimate our costs will be:

New website graphics design:	\$600-\$800
Website programming including site administration and mobile version:	\$870-\$1232
Additional time for meetings, consultation and other issues that may come up:	<u>\$145-\$290</u>
Total:	\$1615-\$2323

Notes:

Both estimates depend on final decisions on the site design, specifications, organization and content being made before coding begins. It is important to make these decisions up front as much as is possible, since changes to these items after the coding begins can significantly increase your final costs, both in modifying the design and re-coding the pages.

The above estimates are based on how much time we believe will be required for the website creation. In the event that it appears the time and associated costs will be significantly higher than the estimate we will contact you with the new estimate and reasons for the extra costs before incurring those costs. This may happen, for example, if changes to the objectives and specifications require modifications to the original website plan or unforeseen programming difficulties arise.

Please contact us if you have any questions or concerns about this estimate, or need more information. We look forward to working with you!

Katherine Hellner and Sandra Schutte
Two Dogs in the Web, LLC
280 Caribou Trl
Lutsen, MN 55612
218-387-9291 218-663-0050
info@twodogsintheweb.com



Grant and Loan Sources - Cook County					
Grand Marais - Seven Homes					
*Affordability/Value Gap Sources/Unit	Amount Applied For/Will apply For	Amount Secured	Application Due Date or Status	Anticipated award Date	Notes
Greater Minnesota Housing Fund	\$ 8,500		Pending - applied in June 15	10/30/2016	Only for 80% AMI Homes
EDA	\$ 40,000	\$ 40,000	Committed		Mostly for Pre-Dev. Work
Local Source	\$ 175,000		Committed	7/27/2016	Avail. For all homes
MHFA Impact Funds	\$ 350,000		Pending - applied in June 15	10/30/2016	Avail. For all homes
NeighborWorks Factory Built Housing	\$ 100,000		Will Apply October 15	2/28/2017	Avail. For all homes
NE MN HOME	\$ 100,000	\$ 75,558	Committed	3/9/2016	Only for 80% AMI Homes
One Roof DPA	\$ 14,000	\$ 14,000	Committed	3/9/2016	Avail. For all homes
AEQA DPA	\$ 22,500	\$ 22,500	Committed	3/9/2016	Only for 80% AMI Homes
IRRRB	\$ 105,000		Will Apply by August 30	10/30/2016	Avail. For all homes
FHLB	\$ 45,000		Pending - applied in June 22	10/30/2016	Only for 80% AMI Homes

TOTAL	\$ 960,000	\$ 152,058			
Lutsen Project					
*Affordability/Value Gap Sources/Unit	Amount Applied For/Will apply For	Amount Secured	Application Due Date or Status	Anticipated award Date	Notes
Tax Abatement Bond	\$ 1,500,000		Jan/Feb?	6/1/2017	
GMHF	\$ 200,000		In Discussions	2/1/2017	
IRRRB	\$ 400,000		Will Apply by August 30	10/30/2016	
DEED Workforce Housing	\$ 500,000		Due on 11/10/2016	12/31/2016	Smaller the request the better
Cook County RLF					
Arrowhead Electric/Great River Energy					
EDA	\$ 40,000	\$ 40,000	Committed		Mostly for Pre-Dev. Work
Neighborworks RE Capital	\$ 100,000		Will Apply October 15	2/28/2017	
TOTAL	\$ 2,740,000	\$ 40,000			

Cook County-Grand Marais Economic Development Authority
2017 Annual Budget - Proposed

	<u>2017 Budget</u>	<u>2017 Notes</u>
Revenues:		
Cook County Levy	269,290	Does not include Cedar Grove - \$60,000
SBDC/UMD	25,000	SBDC contract for Pat C - Business Consultant
Chamber & AEOA Rent Income	5,520	Chamber is \$250/month, AEOA is \$210/month
Other/Grants		
Total Revenues:	299,810	

Expenses:		
Operations		
Accounting	3,000	Contracted
Audit	15,000	Includes EDA and SNL
Administrative Assistance	6,000	\$1500/quarter - City of Grand Marais
Office supplies/expenses	6,000	Computer, supplies, etc.
Meeting Expenses	600	Minutes, etc.
Rent Expense	3,000	\$750/quarter to City of Grand Marais
Insurance	5,000	League of MN Cities
Legal	2,000	
Memberships	300	IREA and EDAM
Staffing		
Board Per Diem	2,160	6 directors X \$30 X 12 months
EDA Director	54,000	\$45,000 plus 20% burden
Training/Travel/Mileage	5,000	
SBDC Consultant	18,750	Business Consultant Services
Projects		
Housing Project	100,000	Land/Project Support/Buyers/Renters Assistance
Business Development Program	10,000	Scholarships, workshops, etc.
Advertising/Marketing	10,000	Sell lots at Cedar Grove
Mountain Biking Support	20,000	Superior Cycling Association employee?
Cook County Local Energy Project (CCLEP)	8,000	Residential Energy Efficiency Program (REEP)
Consultant	6,000	Chamber Partnership
KGM settlement	20,000	2017 will be the final payment
Contingency	5,000	
Total	299,810	
Difference	-	



City of Grand Marais

Application for Board or Commission

Name of Applicant:	
Mailing Address:	
Residency Address (if different):	
Board Applying For:	
An information packet is available with a description of the board, member responsibilities and meeting requirements. Please answer the following questions in order to provide the City Council with your qualifications and interests.	
1. Explain why you are interested in this board and what you hope to accomplish through your service:	
2. What skills, expertise or knowledge will you bring to the board:	
3. How have you been involved in the community:	

Signature _____

Date _____



August 1, 2016

Cook County Grand Marais EDA
July, 2016 Activity Report

Dear Board Members:

The busy season is upon us and although I thought it might cause a slow down in activity things are still going strong.

- I conducted 59 individual counseling sessions with 21 clients for a total of 77 hours.
- Of those 59 sessions 26 were with 8 first time clients with needs ranging from starting a business to buying or selling an existing business.
- I also spent time preparing for a workshop the library presented on Tuesday, August 2. The theme was Pokémon Go and I presented some marketing ideas on how to capitalize on this phenomena. FUN!

Please let me know if you have any questions or suggestions for fall workshops that would benefit the business community.

Sincerely,

Pat

Patricia Campanaro
Business Consultant

9.F.

Webinars (meetings_and_education/webinars/index.php)

Contact Member Services Staff (aboutmnc/member_services.php)



Fall Policy Conference

Date: Thursday, September 15 – Friday, September 16, 2016

Time: Registration begins at 9:00 a.m. on Thursday, September 15. Please see agenda below for details.

Location: Arrowwood Resort & Conference Center, Alexandria
*Please see lodging details below.

Meeting Fee: \$150 per attendee

Lodging Information

Arrowwood Resort & Conference Center,
Alexandria Phone: 1-866-386-5263

Total

\$0.00

You are responsible for making your own lodging reservations at Arrowwood.

AMC Group Rates: \$114/ \$144/ \$184 + tax per night depending upon the room type.

Room Block Name: Association of Minnesota Counties Policy Conference

Tentative Schedule

*Individual committee agendas will be available at a later date.

Thursday, September 15, 2016

9:00 a.m. | Registration Begins

10:00 – 11:45 a.m. | Advisory Committee/Taskforce Meetings

- Agriculture & Rural Development
- Broadband

~~WEBPAGE/EMA~~

9.6.



AMC Annual Conference - December 5-6, 2016 - Hyatt Regency Minneapolis

AMC Annual Conference

December 5 - 6, 2016

Hyatt Regency, Minneapolis

Each December for over 100 years, the Association of Minnesota Counties' (AMC) Annual Conference is where more than 600 county elected officials, department heads, and staff, come together to learn and discuss the important topics and trends affecting county government.

Minnesota's 87 counties have a long tradition of connecting with each other through AMC in order to work together toward finding solutions to common issues. There are always both challenges and opportunities facing counties, and continuing to learn new or improved ways to work is more important now than ever before.

In order to give attendees a wide variety of subjects to learn more about during this two-day conference, our workshop schedule offers 20+ one-hour workshops on a wide variety of topics over two days. There is literally something for everyone and then some!

The Annual AMC/MCIT Awards Banquet provides an opportunity to publicly recognize counties and individuals for outstanding achievements in government. The election of AMC's officers for the coming year also take place at this conference.

AMC's Business Meeting is held near the conclusion of the conference. This important part of the conference is where input from all county delegates is encouraged as we vote on our legislative platform for the coming year. The conference ends with the final Grand Prize Drawing ([document center/MeetingEducation/Grand Prize Drawing Webannconf15.pdf](#)) so attendees can get on the road by mid-afternoon.