



- 11:20 a.m. 9. Employee Concerns  
Commissioner Concerns  
A. Commissioner Reports  
B. Meetings to note  
C. Meeting updates  
D. WTIP interview on 8/24/2016: Commissioner Moe

- 11:25 a.m. 10. Correspondence – Memos:  
A. Cook County Lodging Tax as of 6/30/16. Information.  
B. Cook County Higher Education meeting materials. Information.  
C. Letter from MN Dept. of Transportation District 1. Information.

A D J O U R N

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## Request for Time

## Before the Board of Commissioners

3.B.

1.	a. Topic or Issue: (As should be listed on agenda) MnCCC Bylaws and Joint Powers Agreement	b. Requested Date: 8/23/16	c. Amount of time with Board Consent Agenda <input checked="" type="checkbox"/>
2.	a. Person requesting/presenting Braidy Powers	b. Phone:	c. Email:
3.	a. Departments affected: Auditor	b. Department Head:	c. Dept been contacted?
4.	a. Has the Board addressed this before?	b. If so, When?	c. What was the result?
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?		
6.	<b>BOARD ACTION REQUESTED</b> (detail what you seek from the board, including motion/vote): Approve by motion the amended and restated joint powers agreement with the Minnesota Counties Computer Cooperative dated June 8, 2016.  Approve by motion the amended and restated bylaws of the Minnesota Counties Computer Cooperative dated June 8, 2016.		
7.	<b>BACKGROUND AND JUSTIFICATION</b> (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). Cook County belongs to MnCCC primarily for the management and maintenance of our financial system. At the annual meeting in June of 2016 the JPA was updated as follows: changing to a new MnCCC abbreviation for Minnesota Counties Computer Cooperative, changing the requirement to change the Joint Powers Agreement from a majority vote to a two-thirds vote, removal of the language for electronic or mailed ballots, and the language regarding failure to pay was modified to match the language that is included in the bylaws and on the invoices. At the annual meeting in June of 2016 the Bylaws were updated as follows: updating to the new MnCCC abbreviation for Minnesota Counties Computer Cooperative, removal of the special language for ISSG, which is now included with the other user groups in the bylaws language, additional language that allows a Past Chair to serve a second term in the event that a Chair is unable to serve as Past Chair in the officer rotation, removal of the language for electronic or mailed ballots, and adding a statement noting we use a modified accrual basis for accounting.  Please approve the JPA and bylaws that include these changes.		
8.	How will this request affect the County Budget? NA		
9.	Have funds been budgeted/allocated for this request?		
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.):		

## COUNTY STAFF INFORMATION

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

**AMENDED AND RESTATED  
JOINT POWERS AGREEMENT**

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT, made as of the 8<sup>th</sup> day of June, 2016, by and between the Minnesota Counties Computer Cooperative (“MnCCC”) and \_\_\_\_\_ (“Member”), to amend, restate and redefine the operation of MnCCC, and the rights, benefits, obligations and liabilities of MnCCC members.

**WITNESSETH:**

WHEREAS, MnCCC and its participating members have established by agreement an organization through which the parties may jointly and cooperatively provide for the establishment, operation, and maintenance of data processing facilities, software and other information management systems for the use and benefit of the parties; and

WHEREAS, Minnesota Statutes, Section 471.59, authorizes two or more units of government jointly or cooperatively to exercise any power common to the parties or any other similar power and by agreement to provide for a joint board representing the parties to the agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and pursuant to Minnesota Statutes, Section 471.59, as amended, and any other applicable statutes, the parties hereto do hereby mutually agree, affirm and agree as follows:

**Article I: Purpose**

Member and the other members of MnCCC have agreed to a cooperative mechanism, enabling them to jointly exercise powers common to each participating member to:

- A. Develop, maintain and enhance proprietary software programs and related information systems and services of interest to MnCCC members and licensees, that can be registered and owned by MnCCC, and which may also be offered to third parties for commercialization by license or other agreement outside of Minnesota;
- B. Acquire or license third party software programs and related information systems and services of interest to MnCCC members;
- C. Provide for post-installation training, maintenance, support, enhancement and related managed professional services for MnCCC software programs and related information systems;
- D. Pursue government and related technology grants and related opportunities to acquire or improve software programs and information systems of interest to MnCCC members and eligible licensees;

- E. Assess, collect, hold and disburse dues, contract payments and other member contributions authorized by the Board;
- F. Employ a full time Executive Director to administer MnCCC operations and directives of the Board, and such other employees as may be necessary or desirable to administer MnCCC operations;
- G. Rent, purchase or otherwise acquire and hold property and other assets necessary or reasonably desirable for the successful operation of the MnCCC;
- H. Organize and conduct annual regional and MnCCC conferences, User Group training sessions, workshops and other meetings of members and licensees; and
- I. Establish and maintain a listing of such minimum acceptable contract terms to be included in any software license or managed services agreement, including such minimum required liability insurance obligations for all such licensors or service providers that meet or exceed the minimum standards as recommended from time to time by the Minnesota Counties Intergovernmental Trust (MCIT), or of any other primary insurer of MnCCC.
- J. Engage in such other similar or related services and programs as determined by the Board as are incident to and proper or reasonable to carry out the foregoing.

It is further the intent of the members to establish procedures whereby additional qualifying members may be added to Agreement, and to establish a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of MnCCC members and eligible software licensees.

### **Article II: Name**

The name of this joint powers entity shall be the MINNESOTA COUNTIES COMPUTER COOPERATIVE, hereinafter sometimes referred to as the "MnCCC".

### **Article III: Membership**

Membership in the MnCCC shall be open to any governmental unit or other political subdivision of the State of Minnesota as contemplated by M.S. 471.59 Subdivision 1. The Board may impose such conditions on membership, and may create or modify different classes, levels or types of membership within MnCCC, with differing member rights, privileges or obligations as it deems appropriate to protect the interest of the MnCCC and to provide for the benefit of its members; and in compliance with such conditions as are required by this Agreement, then-current Bylaws as amended ("Bylaws"), or by applicable statutes, administrative rules or other applicable Minnesota regulations for Minnesota joint powers organizations. During the term of membership, Member shall be entitled to use software and related managed professional services

for all software in use by any User Group that Member belongs to, subject to payment of all applicable User Group fees or other associated charges relating to such software.

Member agrees that such access and use of software is also contingent upon and subject at all times to compliance with all then-current MnCCC software and information systems rules and regulations (as well as those license and other covenants and obligations made by MnCCC with any third party owners). Member shall maintain in strictest confidence any and all software source code, user documentation or other confidential asset of MnCCC and/or any third party licensor, and acknowledges that such access and usage is reserved and authorized solely for Member's confidential internal use only, and that Member has no right to, and will not sell, license, distribute, transfer or otherwise make any unauthorized copy of any software source or object code or system or user documentation or any derivatives thereof, or to make any other unauthorized use of such assets without the prior written authorization of the MnCCC Board or the Executive Director; and that all MnCCC or third party licensor software or other property (including copies thereof) will be removed from such Member's computer system and returned to MnCCC (or destroyed, if so requested by MnCCC), promptly following such Member's withdrawal, other termination of membership, or following any uncured breach of such license or other software use agreement. In the event that any Member is authorized to and modifies the source code, such Member shall indemnify, defend and hold the MnCCC, other members or licensees, harmless from any claims resulting from such modifications, as well as for any unauthorized disclosure or other unauthorized use of such source code.

#### **Article IV: Board of Directors**

There is hereby created a Board of Directors of the MnCCC, herein referred to as the "Board", which shall be empowered to oversee and administer the MnCCC, in the manner provided in the Bylaws, as may be amended from time to time. The Board shall be fully empowered to oversee and direct all the affairs of the MnCCC and to do all things necessary or convenient for the furtherance of the purposes of the MnCCC, including but not limited to: expending and receiving funds; entering into contracts, leases, and other agreements and obligations; employing personnel either as employees or by contract, including consultants, such as technology advisors, attorneys, accountants or others. At all times as Member is an eligible Voting Member (as such term is defined in the Bylaws), Member and each other eligible MnCCC Voting Member shall elect those Board representatives as provided in the Bylaws, who shall each serve for an indefinite term and until such Board representative dies, resigns, retires from employment with, or is otherwise removed or replaced by the affirmative vote of a majority of the Voting Members present and participating at the Annual Meeting, or at a special meeting of the Voting Members called, noticed and held for such purposes.

The Board shall have the full authority and direction of Member to oversee and manage the business of the MnCCC, except:(a) as may be limited or otherwise modified from time to time by any resolution duly approved by the majority affirmative vote of Voting Members in attendance at the Annual Meeting, or at a special meeting of Voting Members called, noticed and held for such purposes; or (b) and/or except for matters of long range policy, or any proposed amendment of this Agreement or of the Bylaws; or (c) the approval of the MnCCC annual budget, which shall each be the exclusive province of the Voting Members. The MnCCC Board

shall be comprised of the officers, regional representatives, and the Information Service Support Group at-large Member, all as designated in the Bylaws, and a majority of all then-current Board members shall be necessary and sufficient to constitute a quorum for the transaction of business.

#### **Article V: User Groups**

The Board shall be empowered to create, manage, modify, or terminate MnCCC user groups, to be comprised of members and other licensed end users of similar software programs and other information systems (“User Groups”), to be operated under such standard User Group rules and regulations as have been approved from time to time by the Board (the “User Group Rules and Regulations”). Subject to Board approval, User Groups may elect and replace User Group officers; create and administer annual User Group budgets; and prepare recommendations for User Group software or information systems acquisitions, enhancements or related services of interest to that User Group’s participants, or propose revisions to its User Group’s Rules and Regulations.

#### **Article VI: Bylaws and Operating Policies and Procedures**

MnCCC’s then-current Voting Members shall adopt, and shall have the sole power and authority to amend or replace the Bylaws, which shall provide for the operation and administration of the MnCCC. The Voting Members, by resolution of the affirmative two-thirds vote of eligible Voting Members in attendance at the Annual Meeting, or at any special meeting called, noticed and held for such purpose, or by ballot in lieu of a meeting, may also adopt and modify User Group Rules, or any other operating policies and procedures, or other policies or agreements that may be created or utilized from time to time to direct and document the specific activities of the MnCCC, consistent with this Agreement and the Bylaws.

#### **Article VII: Financial Matters/Limitation of Liability**

MnCCC shall have a calendar fiscal year beginning January 1 and ending each December 31. On or before June 1 of each year, the MnCCC Board shall prepare and circulate to each Member a proposed annual budget for the following calendar fiscal year, comprised of budgeted operating costs, other expenses, capital costs and other revenues and expense categories, which budget will be subject to review, adjustment and/or approval for the next year by the affirmative majority vote of Voting Members at the Annual Meeting, to be held each June. During each fiscal year, the approved MnCCC budget and individual line items therein may be adjusted by the Board in order to reflect actual costs incurred; changes in estimated expenses, costs or revenues; or reallocation of budgeted costs and expenses, with any such adjustments promptly reported to all MnCCC members. Each User Group shall be responsible for determining and providing amounts to MnCCC’s Executive Director by June 30 of each fiscal year, which will be invoiced to participating User Group members for the following year’s participation and other shared fees and expenses and as otherwise provided in the Bylaws.

Member agrees to promptly pay its proportional share of all MnCCC expenses, as well as its User Group fees or other contributions upon receipt of and in the manner designated in MnCCC invoices, and to pay or reimburse MnCCC for its reasonable attorney’s fees or other costs

incurred in enforcement of this Agreement (collectively, "Costs"). All software licenses and similar agreements will include comparable provisions for User Group Members, or for licensee User Group participants, who are not eligible for MnCCC membership as defined in Article III above. Member will be temporarily ineligible to vote if and for as long as any invoice(s) and any interest or other expenses remain unpaid. Minnesota Statutes Chapter 118A shall govern all depositories and investments of MnCCC funds.

The Board may, at its discretion and from time to time, determine that an assessment is necessary to insure the financial integrity of the MnCCC, to operate and maintain the MnCCC or to carry out other purposes of the MnCCC pursuant to this Agreement. Such assessments shall be in a form, manner and amount as determined by the Board, and shall be payable to MnCCC by Member and other members in the manner specified by the Board, provided that any proposed assessment of Member that exceeds the amount of \$50,000 will not be binding unless and until such assessment has also been ratified by a majority of the applicable County Board of Commissioners or other ultimate governing bodies of those Voting Members present and voting at the Annual Meeting, or at a special meeting of all MnCCC Voting Members called, noticed and held for such purpose.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity", and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, Subd. 1a; provided further that for purposes of that statute, Member expressly declines responsibility for the acts or omissions of MnCCC, or of any other MnCCC member. The parties to this Agreement are not liable for the acts or omissions of the other participants to this Agreement, except to the extent to which they have expressly agreed in writing to be responsible for acts or omissions of any other MnCCC member(s) and except as provided in Article IX.B. of this Agreement.

#### **Article VIII: Withdrawal of Member**

Member or any other MnCCC members may only withdraw from this Agreement, or any MnCCC User Group created pursuant to Article V, in the manner provided in this Article VIII. To withdraw from a User Group and/or the MnCCC, Member must first give at least ninety (90) days prior written notice of its intent to do so to the MnCCC's Executive Director, to be delivered by certified or registered mail or national overnight courier service or by facsimile or email, in cases where Member can provide verified, reliable proof of delivery, with such withdrawal to become effective as of the first day of the calendar quarter following the quarter in which such notice was given and the 90 day notice period expires.

Member shall remain jointly and severally liable for its full share of all fees, costs, expenses, debts, obligations and liabilities which were incurred by or on its behalf during the term of its membership, including, without limitation, any such amounts attributable to Member's participation in any User Group for then-current or pending software or other information system deliverable, service obligation, updates, enhancements or other participatory projects or other work then in progress through the expiration or conclusion of each such User Group program as approved by the User Group prior to Member's delivery of the termination notice specified in the

prior paragraph. Member's financial withdrawal liability and payment arrangements therefor will be determined by the Board, who shall calculate and offer a present value discount if such liabilities are paid as a lump sum by the Member on or prior to the effective date of termination. Member shall also be liable for all MnCCC enforcement Costs for any withdrawal obligation not paid within 10 days of invoice, or of such other payment deadline as specified by the Board.

Member's withdrawal shall not affect the continuance of the MnCCC or any User Group by the remaining members and other participants. If Member terminates or ceases to qualify for participation in the MnCCC, Member shall have no right or claim to the assets, reserves or other holdings of the MnCCC on withdrawal or termination, unless deemed appropriate by the Board, who may, in its sole discretion, determine the nature and timing of any distribution of assets to a withdrawing member.

Member may apply for post-termination use of MnCCC software in use by such Member as of withdrawal, in the same manner as provided in Article X below for termination of MnCCC membership.

#### **Article IX: Insurance**

From time to time, MnCCC may purchase and maintain liability insurance coverage with carriers and such coverage terms as are approved by the Board, in order to insure the activities of MnCCC and its joint software, information systems and services, with copies of such policies made available to members upon request.

- A. MnCCC shall be considered a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Amended and Restated Joint Powers Agreement. MnCCC shall comply with all laws and rules that govern a public entity in the State of Minnesota, and shall be entitled to the protections of Minnesota Statutes, Chapter 466.
- B. MnCCC shall defend, indemnify and hold Member harmless against all claims, losses, liability, suits, judgment, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of MnCCC. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

#### **Article X: Term of Agreement/Termination of All Member Agreements**

This Agreement shall remain in effect indefinitely until:

- A. Terminated by the written agreement of Member and all other MnCCC members;
- B. Suspended or superseded by a subsequent agreement between all MnCCC members, adopted and approved at a duly called meeting or otherwise as provided by the Bylaws;

- C. Dissolution of MnCCC by affirmative vote of a majority of its members;
- D. Otherwise terminated by operation of law;

In the event that the MnCCC is terminated as specified in subsections (A)-(D) above, and subject to the provisions of Article XII below relating to potential future use of software products then in use by MnCCC, any property or other assets acquired by the Board shall be distributed to Member and the then-current other members in a manner commensurate with their contributions, or otherwise as determined by the Board. However, sufficient reserves shall be retained and maintained consistent with the MnCCC's obligations and known or foreseeable risks, under this Agreement, the Bylaws, and applicable laws or regulations.

#### **Article XI: Term of Agreement/Termination of Member's Agreement**

This Agreement shall remain in effect indefinitely until:

- A. Terminated by the mutual written agreement of MnCCC and Member; or
- B. Terminated by MnCCC following delivery of any exclusion notice issued by MnCCC to Member under [Article VI] of the then-current MnCCC Bylaws, or otherwise in any manner provided for therein.

#### **Article XII: Post Termination Use of MnCCC Software**

Termination under Article X or Article XI will also terminate Member's rights and license to use MnCCC software or related services, except with MnCCC's express prior written consent. MnCCC agrees to grant its consent upon request and provided that Member is no longer delinquent in any payment or other pre-termination obligations for the then-current version(s) of any software owned by MnCCC, and/or licensed from third parties and sublicensable after termination of such membership. Any such post-termination use of software by a former Member will be on a nonexclusive, nontransferable basis; fully subject to the terms of any then-current license or sublicense agreements; and contingent on the execution of an assumption, release and indemnification agreement in a form specified by MnCCC, acknowledging that such software is being acquired without warranty and in "AS IS" condition, and that the user(s) thereof will indemnify, defend and hold MnCCC, its other members, employees, licensees and other affiliates harmless from any liability for post- termination use thereof.

#### **Article XIII: Entire Agreement; Amendments**

This Agreement, the Bylaws and applicable User Group Rules and Regulations constitute the parties' entire agreement and understanding regarding the organization and general operation of the MnCCC. This Agreement replaces all prior oral or written agreements or understandings regarding the common exercise of joint powers as contemplated by Minnesota Statutes § 471.59. Any Voting Member may propose one or more amendments to this Agreement, which shall be forwarded to all Members upon receipt. In order to amend this Agreement, the Voting Members, by resolution of the affirmative majority vote of eligible Voting Members in attendance at the

Annual Meeting, or at any special meeting called, noticed and held for such purpose, or by ballot must affirmatively approve of such amendment, effective as of the date of the meeting or resolution, or such later affirmative date as may be specified therein.

**Article XIV: Remedies**

Failure to pay, within sixty (60) days of date of invoice, any MnCCC Dues, Charges, or other amounts billed by MnCCC shall result in a late-payment penalty charge at the lower rate of: (a) one percent (1%) per month compounded monthly on the unpaid balance. The Board shall have authority to waive any late-payment penalty charge, upon a showing of excusable neglect or other good cause, as determined in its sole discretion. Each Joint Powers Agreement and Licensee Agreement shall contain provisions obligating each Member (or Licensee) to pay or reimburse MnCCC for its reasonable attorney's fees and other expenses incurred in the enforcement of any MnCCC right or remedy thereunder.

**Article XV: Governing Law/Jurisdiction and Venue**

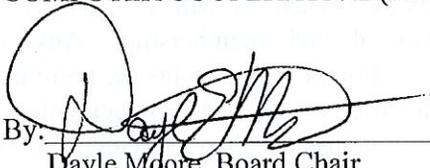
This Agreement will be governed by the laws of the State of Minnesota. Each party irrevocably submits to the jurisdiction of the applicable federal or state courts located in Ramsey County, Minnesota. Member and MnCCC each agree that such courts shall be the exclusive venues for any disputes arising hereunder.

IN WITNESS WHEREOF, the undersigned Member and MnCCC have caused this agreement to be signed in duplicate or counterpart originals, all of which are considered to be a single agreement dated and effective as of the date hereof and delivered on their behalves.

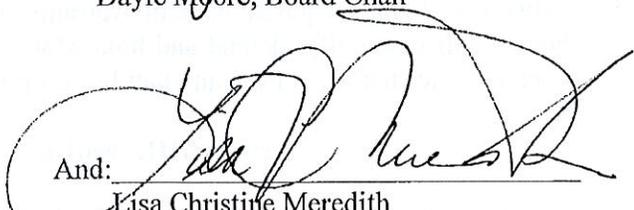
\_\_\_\_\_ (MEMBER)

MINNESOTA COUNTIES  
COMPUTER COOPERATIVE (MnCCC)

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

By:   
Dayle Moore, Board Chair

Name: \_\_\_\_\_  
Board Chair

And:   
Lisa Christine Meredith  
Executive Director

**MINNESOTA COUNTIES  
COMPUTER COOPERATIVE**

**BYLAWS**

As adopted March 2, 1978  
As amended November 30, 1978  
As amended June 8, 1979  
As amended June 11, 1982  
As amended September 9, 1983  
As amended June 8, 1984  
As amended October 4, 1984  
As amended June 13, 1986  
As amended June 12, 1987  
As amended November 15, 1988  
As amended June 9, 1989  
As amended June 8, 1990  
As amended June 14, 1991  
As amended June 12, 1992  
As amended June 6, 2002  
As amended June 9, 2004  
As amended June 8, 2005  
As amended June 6, 2007  
As amended June 4, 2008  
As amended June 4, 2014  
As amended June 8, 2016

**MINNESOTA COUNTIES  
COMPUTER COOPERATIVE**

**AMENDED AND RESTATED BYLAWS**

**June 8, 2016**

**ARTICLE I: PURPOSE**

Section 1. The purpose of the Minnesota Counties Computer Cooperative ("MnCCC") is to jointly and cooperatively provide for the establishment, operation, and maintenance of data processing systems, facilities, training services, managed professional services and management information systems for the use and benefit of the parties, as well as the commercialization of its proprietary software for licensed use by third parties.

**ARTICLE II: POWERS**

Section 1. The Minnesota Counties Computer Cooperative shall take such action, as it deems necessary and appropriate to accomplish the general purposes of the organization as set forth in the Amended and Restated Joint Powers Agreement of even date.

**ARTICLE III: DEFINITIONS**

Section 1. "Board" shall mean the MnCCC's Board of Directors, to be organized and operated as provided herein.

Section 2. "Charges" shall mean any and each of: (a) annual Dues or other periodic charges billed to a Member and/or Licensee for services provided or to be provided to that party as a result of membership in a User Group; (b) such other charges billed to a Member and/or Licensee for goods or services specifically requested by such participant; and (c) an equitable share of the cost of the MnCCC's Annual Meeting.

Section 3. "Dues" shall mean each Member's and/or Licensee's annual payment to MnCCC, consisting of an equitable share (as determined by the Board) of the annual budget approved by the Board at the Annual Meeting.

Section 4. "ISSG" shall mean the Information Services Support Group, comprised of Member or Licensee information technology/data processing professional employees who meet to provide technical assistance to the MnCCC staff and User Groups: coordinate MnCCC information systems training; and evaluate and advise on software, hardware, documentation, education and managed professional services.

Section 5. "Joint Powers Agreement" shall mean the Amended and Restated Joint Powers Agreement, as adopted by each eligible Member as provided in Minnesota Statutes 471.59, and as may be amended from time to time.

Section 6. "Licensee" shall mean any other governmental subdivision, agency, group, or any non-governmental entity or group that is not eligible to be a Member, including, without limitation, an agency of a non-county governmental entity, or a nonprofit corporation, or a trade association, or such other eligible participant that may be authorized from time to time by the Board to participate in one or more User Groups, and that has entered into a Licensee Agreement with the MnCCC.

Section 7. "Licensee Agreement" shall mean an agreement defining the rights, responsibilities and obligations between MnCCC and a Licensee that wishes to participate in MnCCC programs for the purpose of licensing MnCCC software, acquiring managed professional services, and participating in one or more User Groups and/or the ISSG.

Section 8. "Member" shall mean a Minnesota county or other Minnesota governmental subdivision that is eligible to enter into a joint powers agreement under Minnesota Statute § 471.59, and that has ratified and executed the Joint Powers Agreement and has paid those membership Dues and other Charges established by the MnCCC from time to time.

Section 9. "Non-Voting Member" shall mean a Minnesota-based Member county or other Minnesota governmental subdivision that participates in only one or two User Groups. Non-Voting Members shall be entitled to receive notice of and attend all Member meetings, but shall not vote, or be counted for determining a quorum for voting purposes at Membership Meetings.

Section 10. "User Group" shall mean a group of Members and/or Licensees who use common software application(s) and who meet regularly to provide direction to the Board regarding selection of vendors for software development, maintenance, marketing, training, modifications, and enhancements for such software applications and services. For purposes of User Group voting, each Member or Licensee shall be counted as a single user, regardless of the number of internal licensed seats, authorized users, etc. held by such Member or Licensee.

Section 11. "Voter(s)" are those full time or part time employee representatives of Voting Members that attend Member or User Group meetings and that vote on behalf of such Voting Member. Each Voting Member may, at its option, and from time to time, rank and prioritize the Voter participation for any meeting or other Voting Member resolution by delivering written notice thereof to the Executive Director, which ranking shall control for all purposes until revoked or replaced. In the absence of such ranking, any employee(s) of such Voting Member in attendance at a meeting shall determine internally how such ballots shall be cast, and who is entitled and authorized to deliver any Voting Member's ballot card distributed at a Member meeting. For ballots, all Voter ballots will be tabulated, and the majority number of Voter votes of eligible employees shall determine the vote of such Voting Member, with any ties counted as a "no" vote, unless and to the extent such Voting Member has ranked and prioritized its Voters. In such event, the then-current ranking shall be followed in determining who is entitled to vote on behalf of such Voting Member.

Section 12. "Voting Member" shall mean a Member county or other governmental entity located within Minnesota that participates in at least three User Groups, or at least two User Groups and the ISSG.

#### **ARTICLE IV: MnCCC OFFICE**

Section 1. The principal office of the MnCCC shall be at a location determined from time to time by the Board.

#### **ARTICLE V: RULES AND REGULATIONS**

Section 1. From time to time, the Board may adopt Rules and Regulations to govern the business and operation of all User Groups regarding membership fees, Charges for software applications, managed services agreements and/or other jointly authorized projects that the group is concerned with, and any other group-related matters not specifically addressed by Articles I through XIII of these Bylaws. Such Rules and Regulations shall be considered supplementary to the Bylaws, and cannot conflict with or be inconsistent with these Bylaws, and may at any time be modified, replaced or repealed by majority vote at any meeting of the Board at which a quorum is present, or by affirmative vote of a majority of written or electronic ballots cast, with the total number of ballots so cast being at least equal to the number as would be sufficient to constitute a quorum for a Board meeting.

Section 2. The Board shall also adopt, maintain and from time to time, update a set of core contract principles and minimum standards that must be included within any software or service agreements (e.g. development, enhancement, licenses, maintenance, support or other service agreements) or other MnCCC contracts. Any deviation from such core principals or minimum standards by any User Group will require the Board's prior written consent.

#### **ARTICLE VI: MEMBERSHIP RIGHTS**

Section 1. (a) Voting Members shall be the only Members entitled to vote on Member resolutions, and each Voting Member shall be entitled to cast one (1) vote for each Member resolution, as well as one (1) vote in each User Group for purposes of managing the application(s) and conducting other business therein, with all voting to be conducted by the Voting Member's Voter(s), subject to any then-current ranking and prioritization of record with the MnCCC's Executive Director.

(b) Each Non-Voting Member is also entitled to participate in and cast one (1) vote in each User Group it belongs to, but shall have no vote on any Member resolution. Its User Group votes shall be cast by the then-current designated User Group representative, if one has been appointed by the Non-Voting Member by giving written notice to the Executive Director, or by those full or part time employees of such Non-Voting Member in attendance at any User Group meeting, or exercising the right, in the absence of any designated representative, to cast an electronic or mailed ballot. In the absence of any designated representative, votes of a Non-Voting Member shall be

counted as cast by the majority of its employees attending such User Group meeting or participating in any electronic or mailed User Group ballot, with any ties counted as a “no” vote. Non-Voting Members shall also have the right to receive notices of and are entitled to attend any Member meetings, but shall have no voting rights, and shall not be counted for any quorum requirement.

(c) Each Licensee shall have the right to receive notice of and attend each User Group or Member meetings, but shall have no voting rights, and shall not be counted for any quorum requirement.

Section 2. (a) A joint powers entity, either as a Member or Licensee, may serve as the representation and fiscal agent for entities belonging to it, but each individual member of such joint powers entity that is not and never has been a Member or Licensee of the MnCCC is liable for and must pay the Dues, One-Time Fee and all other then-current applicable Charges set by the Board, in order to use software and otherwise participate in MnCCC through a joint powers entity.

(b) For each User Group in which it uses MnCCC software or otherwise participates, each Non-Voting Member and Licensee shall pay the then-current annual User Group Dues set by the Board, which Dues shall not exceed the amount of then-current Member Dues set by the Board.

Section 3. A Member or Licensee shall cease to qualify for further use of MnCCC software applications and other participation, and will be excluded and terminated therefrom when it fails to comply with the provisions of the Joint Powers Agreement, a Licensee Agreement, these Bylaws, or such Rules and Regulations as may be issued from time to time by the Board. An essential and material condition of participation is also the timely payment of all One-Time Fees, Dues, Charges, Costs (as defined in the Joint Powers Agreement) or other assessments made by the MnCCC from time to time. Exclusion shall be effective on delivery of termination action by the Board, whose determination shall be final, binding and non-appealable.

Section 4. Any Member or Licensee that ceases to qualify for participation in the MnCCC shall remain liable for its full share of any Dues, Charges or other costs accrued prior to its termination of participation, payable as and when due, or otherwise as designated by the Board, together with any attorney’s fees or other costs incurred in collecting past due amounts, enforcing these Bylaws, the Joint Powers Agreement, any Licensee Agreement, or other agreement or obligation between MnCCC and a Member or Licensee. In lieu of continued payments by such terminated Member or Licensee, the Board reserves the right to assess a lump sum termination payment against such Member or Licensee, to be computed by subtracting the stated value (or such value as may be determined in good faith by the Board) of any accrued, but unpaid Member joint ownership share, if applicable, of MnCCC software applications or other assets co-owned and developed by such Member, from such Member’s remaining aggregate future payments due for all Dues, Charges and other amounts owed, and then reducing such sum to present value (using the then-current Wells Fargo Bank NA prime lending rate). Terminated Members shall in no event be entitled to any refund or other credit if the amount due after present value calculations is negative. Except as may be available by application and in the manner expressly identified in the Joint Powers Agreement or Licensee Agreement for software, or as otherwise may be granted by the Board from time to time and in its sole discretion, no such Member shall retain any ownership, and no such

Member or any terminated Licensee shall retain any usage rights or other interest in any MnCCC software, assets, properties or revenues following termination as specified herein.

## **ARTICLE VII: MEMBER VOTING**

Section 1. Each Voting Member shall be entitled from time to time to designate or rank and prioritize those Voters entitled to vote on such Voting Member's behalf, for any Member resolution, whether at a Member meeting, or by electronic or mailed ballot, in the manner identified in Article I, Section 11.

Section 2. At each annual Member meeting, as called and noticed by the Board and to be held in the manner provided in Article XI, the Voting Members shall elect the officer(s) and other Board representative designated in Article VIII. Voting Members shall also be entitled to vote at any special meetings called by the Board.

Section 3. The Voting Members, to the exclusion of the Board, shall have the sole and exclusive rights to authorize: (a) amendment of the Joint Powers Agreement or the Bylaws; (b) adoption of the MnCCC budget; or (c) changes to the MnCCC staff.

Section 4. Special meetings of the Voting Members may be called at any time by the Board, or upon the written request of at least 25% of Voting Members. Upon receipt of such request, the Chair shall give notice of the meeting, setting forth the time and purpose thereof, and to be held as soon as practicable, but in all cases within 60 days of receipt of such request. Business at any special meeting shall be limited to the purpose(s) stated in the meeting notice, and any Member may attend, regardless of voting status.

Section 5. The presence of at least fifty percent (50%) of all Voting Members shall constitute a quorum to transmit business at any meeting thereof.

Section 6. Any meeting among Members may be conducted wholly or in part by one or more means of remote communication (conference telephone, webcast or such alternate means as may be authorized by the Board from time to time, and where all attendees physically present at the meeting and those participating remotely may hear and communicate with each other during the meeting), provided that timely, valid notice is given, and the number of Voting Members so participating in such meeting is sufficient to constitute a quorum.

Section 7. Any action that may be taken at a meeting by Voting Members may be taken without a meeting by written action, evidenced by the affirmative majority of electronic or mailed ballots cast by at least the number of Voting Members that would constitute a quorum for meeting purposes.

## ARTICLE VIII: BOARD OF DIRECTORS

Section 1. At each Annual Meeting, commencing with the Annual Meeting at which the Voting Members approve the amendment and restatement of these Bylaws, the Voting Members shall elect the office of Treasurer, together with any other office occupied in the immediately preceding term by any person filling an office vacancy by appointment, and who had not been elected as an officer within the preceding two years by majority vote of the Voting Members. Subject at all times to the preceding rule requiring all officers to be elected by the Voting Members, at the next Annual Meeting, and at each Annual Meeting thereafter the Board shall appoint the then-current Vice Chairperson as new Chairperson, the then-current Treasurer as new Vice Chairperson, and the Voting Members shall elect new Treasurer. New officers shall take office at the adjournment of the Annual Meeting in the year in which they are elected.

Section 2. In addition to the officer(s) elected by the Voting Members as set forth in Section 1 above, there shall be elected four (4) Regional Representatives of the Board, who shall serve from four (4) geographic regions as may be designated from time to time by the Board. Each Regional Representative shall be elected by the Voting Members of such region, and shall each serve for a term of two (2) years following election. The Regional Representatives of Regions I and III shall be elected in even-numbered years; the Regional Representatives of Regions II and IV shall be elected in odd-numbered years, with all such elections conducted at the designated annual regional meetings.

Section 3. Following the approval of these Amended and Restated Bylaws at the 2016 Annual Meeting, and at each Annual Meeting held in even years thereafter, the Voting Members shall also elect an at-large Board member, who shall be an information technology professional employee and then-current ISSG member.

Section 4. The Board shall consist of the then-current Board officers, the four (4) Regional Representatives, the ISSG at-large Board member, and the immediate past Chairperson, who shall each have one vote on all Board matters.

Section 5. A vacancy in the Board shall immediately occur in the office of any officer or other director upon his/her resignation, retirement or death, or upon otherwise ceasing to be a qualified full or part-time employee of a Voting Member.

Upon any vacancy occurring in any office with less than six months remaining in the then-current term, the Board shall appoint a successor, to serve out the remainder of the then-current term, with a new election for each such vacated office to be held at the next Annual Meeting.

Upon any such vacancy occurring in any office with at least six months remaining in the then-current term, it shall be filled by a special election of the Voting Members, after giving effect to the normal progression of remaining officers from Treasurer to Vice Chair, and Vice Chair to Chair, with the special election to fill each office for the balance of the then-current term, and with such

officers so elected subject to normal progression rules as identified in Section 1 above for succeeding terms.

Upon vacancy of the Past Chair, the immediate former Past Chair will be requested to serve an additional term as Past Chair. In the event, the immediate Past Chair is unable or unwilling to serve an additional term, the Vice Chair will move to the position of Past Chair, Treasurer to Chair and both Treasurer and Vice Chair positions will be filled will a special election or at the Annual Meeting.

Upon vacancy occurring among the Regional Representatives, the Region shall fill such position for the balance of the then-current term, and pursuant to Article VIII, Section 2.

Section 6. The presence of a majority of the members of the Board shall constitute a quorum at any meeting thereof, but the members present at any meeting, although less than a quorum, may adjourn the meeting from time to time. At all meetings of the Board, each director shall be entitled to cast one vote on any question coming before the meeting. A majority vote of the directors in attendance at any meeting at which there is a quorum shall be sufficient to transact any business, unless a greater number of votes is required by law or these Bylaws. A director shall not appoint a proxy for himself or herself or vote by proxy at a meeting of the Board. For purposes of determining whether a director has met his or her fiduciary duties as a director, but for no other purpose, a director who is present at a meeting of the Board when an action is approved by the Board is presumed to have assented to the action, unless the director votes against the action or is prohibited from voting on the action.

Section 7. The Chairperson shall preside at all meetings of the Board, and shall also serve as MnCCC's principal spokesperson.

Section 8. The Vice Chairperson shall act as the Chairperson by written direction of the Chairperson, and/or in the absence of the Chairperson at any meeting that the Chairperson cannot attend.

Section 9. The Treasurer shall be responsible for keeping a record of all the proceedings of the Board, for custody of all funds, for the keeping of all financial records of the organization and for such other matters as shall be delegated him/her by the Board.

Section 10. The Board may appoint a recording secretary, who, if appointed, shall assist the Treasurer in making a written record of all MnCCC meetings, and with such other duties or assignments as the Chairperson or Treasurer may designate.

Section 11. The Board may create, modify or disband User Groups, the ISSG or any special groups or committees, and may also appoint persons as deemed appropriate to serve on special committees.

Section 12. The Board may be delegated any special responsibilities and authority at the discretion of the Board, unless otherwise specifically provided for by the Joint Powers Agreement or these Bylaws.

Section 13. The Board or its designees shall participate in the negotiation of contracts with vendors chosen by majority vote of the appropriate User Group or special committee for goods or services and may execute contracts only after approval of a majority of the Members and Licensees participating in the User Group or special group or committee.

Section 14. The Board shall also negotiate and execute contracts for goods and services already approved in MnCCC's annual budget.

Section 15. Any meeting among Members may be conducted wholly or in part by one or more means of remote communication (conference telephone, webcast or such alternate means as may be authorized by the Board from time to time, and where all attendees physically present at the meeting and those participating remotely may hear and communicate with each other during the meeting), provided that timely, valid notice is given, and the number of Voting Members so participating in such meeting is sufficient to constitute a quorum.

Section 16. Any action required or permitted to be taken at a meeting of the Members may be taken by written action signed (or electronic ballot cast) by the number of Voting Members that would be required to take the same action at a meeting of the Members at which all Voting Members were present. All Members shall be notified immediately of the text and effective date of any such written action that is duly taken. Such written action is effective when signed by the requisite number of Voting Members, unless a different effective time is provided for in the written action.

#### **ARTICLE IX: STAFF**

Section 1. The Board may employ or contract for appropriate full time or part time professional, administrative, technical or other staff members. Changes in the number of staff positions shall be approved by the Voting Members.

#### **ARTICLE X: COST SHARING AND FUNDS**

Section 1. The fiscal year of MnCCC shall be the calendar year, beginning January 1 and ending December 31.

Section 2. Subject to approval by the majority of the Voting Members at the Annual Meeting, the Board shall calculate and propose annual Dues and Charges through an equitable cost-sharing formula and annual budget. Upon approval at the Annual Meeting, the cost-sharing formula and annual budget for the next fiscal year shall be final and binding, and a summary thereof shall be prepared and made available to each Member and Licensee no later than July 15<sup>th</sup> of each year.

Section 3. In the absence of a specific agreement stating otherwise, MnCCC's development costs will be shared equally by those Members and Licensees participating in and

belonging to the applicable User Group. In development programs where all members are participating, new User Group members shall participate and share equally by making an initial payment calculated to cover its pro-rata, equitable share of the development costs accrued to the point of becoming a User Group member. In development programs where all User Group members are not participating, new User Group members have the option to participate or not to participate. Where a specific agreement has been approved by majority vote of any User Group, that agreement shall govern the methods used by the Board to allocate and invoice for cost sharing.

Section 4. Dues or other Charges are payable in full upon receipt of invoice from MnCCC and are nonrefundable.

Section 5. Failure to pay, within sixty (60) days of date of invoice, any MnCCC Dues, Charges, or other amounts billed by MnCCC shall result in a late-payment penalty charge at the lower rate of: (a) one percent (1%) per month compounded monthly on the unpaid balance. The Board shall have authority to waive any late-payment penalty charge, upon a showing of excusable neglect or other good cause, as determined in its sole discretion. Each Joint Powers Agreement and Licensee Agreement shall contain provisions obligating each Member (or Licensee) to pay or reimburse MnCCC for its reasonable attorney's fees and other expenses incurred in the enforcement of any MnCCC right or remedy thereunder.

Section 6. The Treasurer shall be authorized to establish one or more bank accounts for MnCCC, with preference given to federally insured financial institution.

Section 7. By using the modified accrual basis for accounting, expenditures of MnCCC shall not exceed the total approved budget for any one-year; with the exception of the equipment budget which can be carried over year-to-year to be used for equipment purchases only.

## **ARTICLE XI: MEETINGS**

Section 1. The annual meeting of Members (the "Annual Meeting") shall be held each June at a date and location determined by the Board in accordance with these Bylaws. The Annual Meeting shall be held for the election of officer(s), the establishment of an equitable Dues structure and adoption of an annual budget for the following next year, and any other business as deemed appropriate by the Board. All Members and Licensees shall receive notices of the Annual Meeting, as well as access to those reports prepared for the Annual Meeting, although voting is limited to Voting Members.

Section 2. The Board shall present an annual report to members of the activities of MnCCC. The Board shall keep true and accurate accounts and records of all of its activities.

Section 3. Meetings of the regional membership may be held quarterly or at the call of the duly elected Regional Representative, but shall be held at least annually in all cases.

Section 4. A special meeting of Members may be called by the Chairperson upon giving at least ten (10) days written notice to all Members. Notice of a special meeting may be waived by

any Voting Member before, at, or after such meeting, by a writing signed on behalf of such Voting Member.

Section 5. The regular monthly meeting of the Board shall be held on the second Thursday of each month, which time may be rescheduled in any month for good cause by the Chairperson.

Section 6. A quorum shall consist of 50% or more of the members of the Board, and a vote by the majority present shall determine each Board action.

Section 7. Roberts Rules of Order shall be followed in the conduct of each meeting unless suspended by the members of the Board in attendance at the meeting.

## **ARTICLE XII: AMENDMENT OF BYLAWS**

Section 1. These Bylaws may be amended by affirmative two-thirds vote of Voting Members in attendance at the Annual Meeting or any other duly-called meeting of the Voting Members, or by ballot and approved in the manner identified in Article VII, provided that notice of such proposed amendment shall have been given in writing at least ten (10) days in advance to all Members. The Board shall forthwith notify the Members of any and all amendments adopted.

## **ARTICLE XIII: FINANCIAL OBLIGATION**

Section 1. Pursuant to each Member's Joint Powers Agreement, a Member must provide MnCCC with written notice of its objection to any new proposed financial obligation, other than future Dues, which are exclusively subject to the provisions of Article X above, or One-time Fees, Charges, previously assessed to such Member. Written notice of such objection must be provided within forty-five (45) days of initial notification of the financial obligation by giving written notice to the Executive Director. Declination of any proposed financial obligation may result in suspension or termination of Member rights in the User Group where the financial obligation was approved. Delinquent payment of any amounts owed may also result in suspension and/or termination of any Member or Licensee, in each case, as determined by the Board in its sole discretion.

These Amended and Restated Bylaws have been dated and are effective as of the 8<sup>th</sup> day of June, 2016.

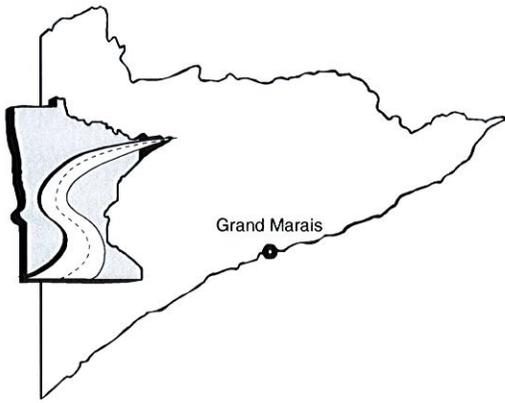
**Before the Board of Commissioners**

3.C.

1.	a. Topic or Issue: (As should be listed on agenda) Special Event Permit, Rushaway Pictures LLC	b. Requested Date: August 23, 2016	c. Amount of time with Board Consent Only
2.	a. Person requesting/presenting David Betts	b. Phone: 218-387-3695	c. Email: david.betts@co.cook.mn.us
3.	a. Departments affected: Sheriff's Office	b. Department Head: Pat Eliassen	c. Dept been contacted? Will be copied
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? Applicant is in touch with the City of Grand Marais and affected businesses as well.		
6.	<b>BOARD ACTION REQUESTED</b> (detail what you seek from the board, including motion/vote):  We believe this event will be beneficial to the county and, despite minor inconveniences to the traveling public, could move forward contingent upon the following:  1. Formal approval of closures by the Cook County Sheriff 2. Agreement by applicant to pay all costs associated with traffic control, including any county personnel expenses		
7.	<b>BACKGROUND AND JUSTIFICATION</b> (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider).  Please see attached paperwork.		
8.	How will this request affect the County Budget? n/a		
9.	Have funds been budgeted/allocated for this request? n/a		
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.): n/a		

**COUNTY STAFF INFORMATION**

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



# Cook County Highway Department

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

## MEMO

**TO:** Cook County Board of Commissioners  
**FROM:** David L. Betts, P.E.  
Cook County Highway Engineer *DLB*  
**DATE:** August 17, 2016  
**RE:** Special Event Permit  
Rushaway Pictures Temporary Road Closure

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On August 17, 2016, the Cook County Highway Department received a completed special event permit application from Rushaway Pictures, LLC requesting temporary closures of Wisconsin Street for filming scenes for a motion picture. The first closure would be on September 12 from noon to 5:00 pm between 2<sup>nd</sup> and 3<sup>rd</sup> Avenue West. The second closure would be on September 13 from 9:00 am to 5:00 pm between Broadway Avenue east to the dead end.

A map and description are included with the attached permit application.

We believe this event will be beneficial to the county and, despite minor inconveniences to the traveling public, could move forward contingent upon the following:

1. Formal approval of closures by the Cook County Sheriff
2. Agreement by applicant to pay all costs associated with traffic control, including any county personnel expenses

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

Enclosures

/nya



RECEIVED

AUG 17 2016

Cook County Highway Dept.

Cook County Highway Department

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

OFFICE USE ONLY

Permit No.
County Road
Permit Fee \$

APPLICATION FOR DETOUR OR EVENT PERMIT
ON COUNTY HIGHWAY RIGHT OF WAY

- I. Application is hereby made for permission to place/hold a (an) block traffic access in Grand Marais
On County Highway No. W. Wisconsin Street from 3d Avenue to 2d Avenue
Description of Detour or Event: Shoot a street scene for a motion picture
Description of Route (per attached map): Request a 5 hour block on vehicle traffic from 2d Ave & Wisconsin St. to 3d Ave & Wisconsin St. (adjacent to Java Moose)
See map for description of this one block closure
II. Event or Detour to start at 12 a.m./p.m. 12 Sep, 2016, and to be completed before 5 a.m./p.m. 12 Sep, 2016.
III. Estimated number of participants: 40-50
IV. Attach traffic and safety control plan and schematic.
V. The applicant shall conform with the terms of this permit, the regulations of Cook County, and any Special Provisions which are attached to the permit.
VI. The County recommends the sponsor have a professional prepare a Traffic Control Plan specific for that event.
VII. The applicant agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property arising out of, resulting from or in any manner connected with the operation of the event.
VIII. The applicant shall provide insurance which will indemnify Cook County and its employees in amounts of at least \$200,000.00 per injury and \$600,000.00 per occurrence.

\* Insurance Company Philadelphia Ins. Policy Number Liability Limits \$1,000,000.00
Dated this day of 20
Name of organization making application Rushaway Pictures LLC
Signature Title Producer/Pres Int
Address 11199 Stonebrook Drive Phone 703-862-2451
City/State/Zip Manassas, VA 20112 Fax
Email mstine@rushawaypictures.com

\* Note: We have submitted our insurance application through Otis-Magie - Insurance certificate pending, but will be in place in July.

RECEIVED



AUG 17 2016

**Cook County Highway Department**

609 East Fourth Avenue  
Grand Marais, MN 55804  
(218) 387-3014  
(218) 387-3012 (Fax)

OFFICE USE ONLY	
Permit No.	_____
County Road	_____
Permit Fee \$	_____

**APPLICATION FOR DETOUR OR EVENT PERMIT  
ON COUNTY HIGHWAY RIGHT OF WAY**

I. Application is hereby made for permission to place/hold a(n) block traffic access  
 On County Highway No. Wisconsin Street from Broadway to dead end past Drury Lane to be  
 Description of Detour or Event: shoot scenes for a motion picture  
 Description of Route (per attached map): Request an 8-hour block on vehicle traffic from  
Broadway & Wisconsin to the dead end of Wisconsin. (one block) See map

II. Event or Detour to start at 9 a.m. ~~p.m.~~ 13 Sep, 2016, and to be completed before 5  
~~a.m./p.m.~~ 13 Sep, 2016.

III. Estimated number of participants: 25-30

IV. Attach traffic and safety control plan and schematic. Include all signs, flaggers and volunteers. If a detour or lane closure is planned, include a drawing of the detour route or lane closure plan.

V. The applicant shall conform with the terms of this permit, the regulations of Cook County, and any Special Provisions which are attached to the permit. The applicant shall comply with all applicable laws and ordinances, codes and regulations. All detours and/or lane closures shall conform to the provisions of the Minnesota Manual on Uniform Traffic Control Devices, including all appendices. The event shall be in no way detrimental to the highway or the safety of the public.

VI. The County recommends the sponsor have a professional prepare a Traffic Control Plan specific for that event. If the Highway Department prepares a Traffic Control Plan at the request of the sponsor, the sponsor acknowledges that the plan is taken from a regulatory source established for work zone safety and as such may not fully encapsulate all the safety needs of the event, and that all provisions of Paragraph VII apply and are agreed to.

VII. The applicant agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property arising out of, resulting from or in any manner connected with the operation of the event. The applicant agrees to indemnify the County, its agents and employees from all such claims, including, without limiting the generality of the foregoing claims, for which the Department may be or may be claimed to be liable, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph. The applicant further agrees to obtain, maintain and pay for such general liability coverage as will ensure the provision of this paragraph.

VIII. The applicant shall provide insurance which will indemnify Cook County and its employees in amounts of at least \$200,000.00 per injury and \$600,000.00 per occurrence.

\* Insurance Company Philadelphia Ins Policy Number \_\_\_\_\_ Liability Limits \$1,000,000.00

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name of organization making application Rushaway Pictures, LLC

Signature M. J. Stine Title Producer/President

Address 11199 Stonebrook Drive Phone 703-862-2451

City/State/Zip Manassas, VA 20112 Fax \_\_\_\_\_

Email mstine@rushawaypictures.com



# Cook County Highway Department

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

## COOK COUNTY SPECIAL ROAD USE PERMIT APPLICATION

### Requirements:

1. The Cook County Special Road Use Policy, in its entirety, shall apply to each application and should be consulted for guidance when planning your application. The policy is available at <http://www.co.cook.mn.us/index.php/highway-policies>. Questions should be directed to the Highway Engineer at 218-387-3695.
2. The applicant should submit a permit to the Cook County Highway Department a minimum of two months prior to the event.
3. A map showing the highway routes to be used shall be included with the permit application.
4. Application fee per County Fee Schedule needs to be submitted with the application.
5. **APPLICANT SHALL LIST ALL SAFETY AND TRAFFIC CONTROL PROCEDURES AND PERSONNEL FOR THE EVENT.**
6. Off-street parking facilities must be provided for at the start and finish locations. Temporary waste facilities may also be required.
7. All participants shall obey all traffic laws and any county employees or law enforcement officers who may be assisting in traffic control for the event.
8. Organizers will be responsible for all costs involved in or as a result of the event.
9. Failure to abide by the regulations of the permit and the Cook Count Special Event Policy will be cause for denial of future applications.

Do not write below this line

### DETOUR OR EVENT PERMIT AUTHORIZATION PERFORMANCE REQUIREMENT

In accordance with this application, an Event Permit is granted to the applicant to hold said event on the right of way of said County highway(s) in the location on the sketch which is a part of this application, or in a location or manner specified by the County Engineer in the attached Special Provisions.

Special Provisions \_\_\_\_\_  
\_\_\_\_\_

Copies: Applicant County Engineer Sheriff's Department	Approved _____	Cook County Board Chair	Date _____
	Approved _____	Cook County Highway Department	Date _____

Permit Fee Received? \_\_\_ Yes \_\_\_ No      Date Paid \_\_\_\_\_

**Virginia Minnesota  
Independent Feature Film  
Grand Marais, MN**

Rushaway Pictures, LLC will be producing an independent feature film (drama-comedy) along the Minnesota North Shore from 28 August – 1 October 2016. During the week of 12-17 September, our cast and crew will be in Grand Marais filming a series of day and night scenes.

There will be two days during the shoot where we have asked for a road closure. The first is along Wisconsin Street from 3<sup>rd</sup> Avenue to 2<sup>nd</sup> Ave. (beginning at the area adjacent to the Java Moose coffee shop—who is aware of our plans). This road closure is requested from noon on Monday, 12 September until 5 p.m. During this scene, we will hang a banner across the street from 2 lampposts, announcing a fictional North Shore Legends Festival that is occurring in town in the movie. We will set up a 24-foot jib (a camera crane) to capture festival goers, some in medieval/renaissance type clothing, strolling down the street as part of ongoing activities. We want to detour traffic around this one block area of Wisconsin Street.

The next day, Tuesday, 13 September, we have asked to close off vehicle traffic all day (until 5-6 pm) on the last stretch of Wisconsin Street, the dead end that runs in front of World's Best Donuts and Drury Lane Books. We will be filming exterior scenes along the street in front of those two buildings.

We have secured comprehensive film production and liability insurance for this entire project, and a certificate for the Cook County Highway Department is included with this submission. We will be providing separate certificates for every location and vendor we use during the movie.

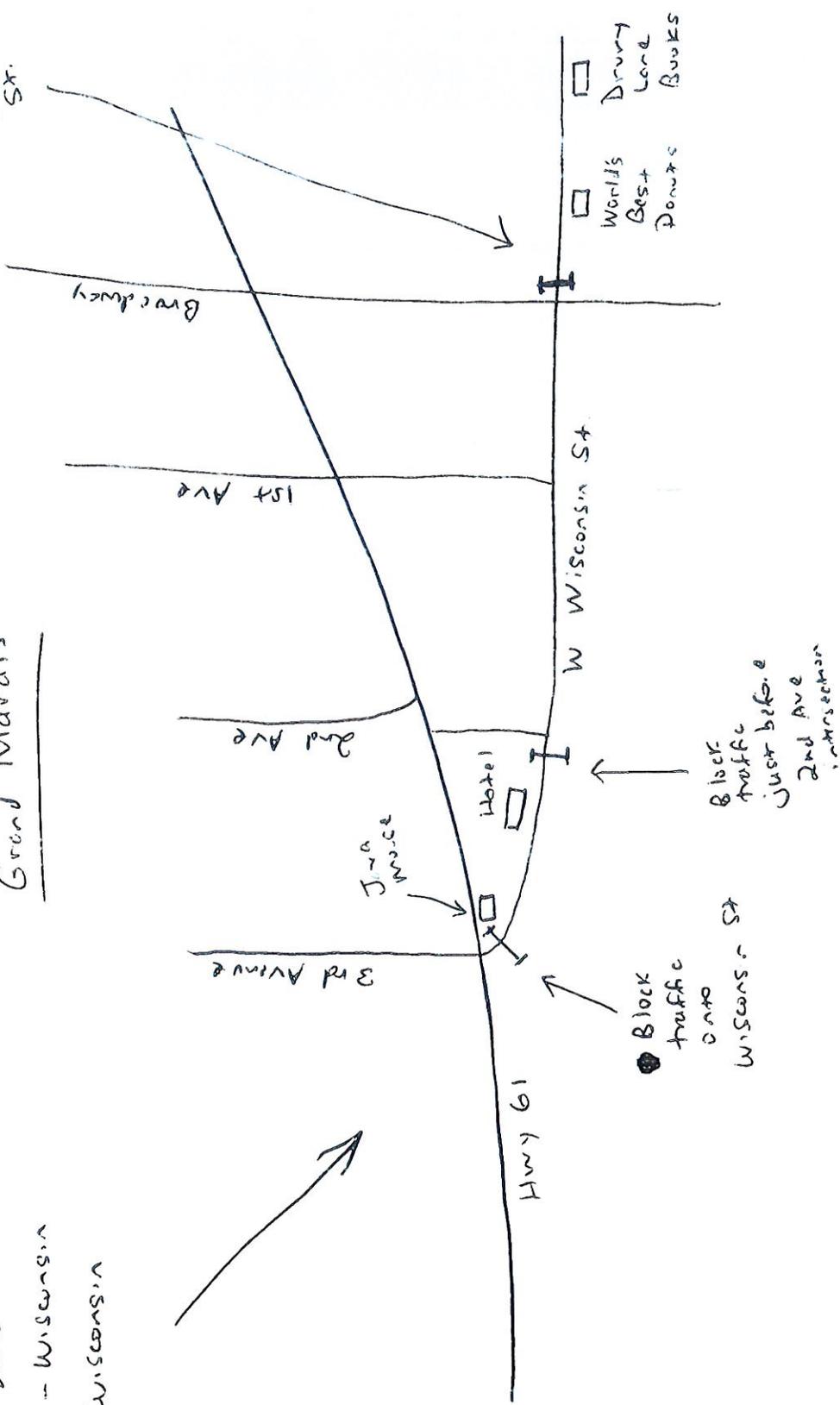
We appreciate your support on this project. Our entire cast (from Los Angeles, New York, Atlanta, New Orleans and Minnesota as well) and crew are looking forward to capturing Grand Marais as the beautiful backdrop for this movie. If you have any questions or concerns, please feel free to contact me directly.

Mike Stine  
Rushaway Pictures LLC  
[mstine@rushawaypictures.com](mailto:mstine@rushawaypictures.com)  
703-862-2451

Requested closure  
for 12 Sep 2016  
Between 3rd - Wisconsin  
and 2nd - Wisconsin

Grand Marais

Requested  
closure  
12 Sep  
Last  
of Wiscon  
St.





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

3.D.

1.	a. Topic or Issue: (As should be listed on agenda) MCIS Data Access and Confidentiality Agreements	b. Requested Date: 8/20/2016	c. Amount of time with Board    Consent Agenda <div style="text-align: right;"><input checked="" type="checkbox"/></div>
2.	a. Person requesting/presenting Molly Hicken/Todd Smith	b. Phone: 387-3670	c. Email: molly.hicken@co.cook.mn.us
3.	a. Departments affected: County Attorney, MIS	b. Department Head:	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? MCIS, Data Cloud Solutions, LLC, YES		
6.	<b>BOARD ACTION REQUESTED</b> (detail what you seek from the board, including motion/vote): Authorize execution by the Board Chair of the Data Access and Use Agreement and the Data Confidentiality Agreement.		
7.	<p><b>BACKGROUND AND JUSTIFICATION</b> (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider).</p> <p>These agreements are related to a relationship between the MN Counties Information Systems (a Joint Powers entity of which Cook County is a member) and the contractor "Data Cloud Solutions, LLC" (or, "DCS"). MCIS is considering purchasing services and program features from DCS, and is developing a pilot program with DCS for that purpose. The pilot program will involve the sharing of government data.</p> <p>In the Data Access and Use Agreement, DCS is agreeing to comply with the MN Gov't Data Practices act and other law regarding the use and dissemination of data. This protects the county from liability for release of protected information and sets up the parameters in which the Counties and DCS respond to public data requests for the government data which is shared.</p> <p>In the Data Confidentiality Agreement, the County agrees not to disclose any intellectual property or trade secrets of DCS and also lays out any exceptions to nondisclosure (court order, etc.).</p>		
8.	How will this request affect the County Budget? N/A		
9.	Have funds been budgeted/allocated for this request? N/A		
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.): N/A		

**COUNTY STAFF INFORMATION**

Meeting Date Set:	Agenda Item Number:
Auditor-Treasurer Contacted:	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"/>



## DATA ACCESS AND USE AGREEMENT

This Agreement is between Data Cloud Solutions, LLC, an Ohio Limited Liability Company (“DCS”), the Minnesota Counties Information Systems (“MCIS”) a governmental entity and its undersigned member counties, political subdivisions of the State of Minnesota, (hereinafter “Member Counties”) and shall govern the conditions of disclosure of data to DCS by MCIS and its undersigned Member Counties; and

WHEREAS, Member Counties and MCIS will be providing DCS access to government data for the purpose of DCS developing a pilot program to enable MCIS and the Member Counties to evaluate the services and program features that they are considering purchasing from DCS; and

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

### 1. **Data Privacy.**

- a. **Government Data.** All data collected, created, received, maintained, or disseminated in any form, by DCS from MCIS or the Member Counties are governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (as amended) (“MGDPA”), the Minnesota Rules promulgated pursuant to the MGDPA, and/or other applicable State and Federal laws.
- b. **Response to Requests for Data.** All data requests under the MGDPA are to be responded to by the Member County as the responsible authority for the data. Any requests for data, or for changes, additions or deletions to data, received by DCS from a third-party shall be forwarded to Member County for response.
- c. **Notice of Requests for Access to Data.** DCS shall provide MCIS and the affected Member County with oral and written notice within 24 hours of receipt of any subpoena, order or requests for government data that is in its possession under the provisions of this Agreement.
- d. **Need to Know.** DCS agrees that only those employees whose job duties reasonably require access to the government data under this Agreement shall be allowed access. DCS shall adopt appropriate security protocols to ensure that only employees and agents of DCS who have a legitimate business reason for accessing government data under the Agreement will be provided access to such data.
- e. **MCIS and Member County Access to Data.** DCS acknowledges and agrees that MCIS and the Member Counties have the right to communicate with DCS’s staff about the services provided pursuant to the Agreement and to access any and all data relating to the services, including, but not limited to, MCIS and County data stored by DCS pursuant to the Agreement.

2. **Data Security.** It is of paramount importance that the data of MCIS and the Member Counties accessed and/or maintained by DCS is secure.
  - a. DCS agrees that its security will be a “True Level 30” at minimum, and preferably at Level 40. DCS agrees to take all reasonable steps to protect the security of all government data collected, created, received, or maintained under the terms of this Agreement.
  - b. DCS specifically is responsible for storing all data collected, created, received, and maintained by each Member County pursuant to this Agreement on separate servers and other physical and electronic storage media from data collected, created, received, or maintained by any other client(s) of DCS, or any other data collected, created, received, or maintained from or on behalf of any other individual or entity, including other Member Counties.
  - c. DCS shall notify MCIS and the affected Member County immediately, but no later than one business day, after receiving information that the security of any data collected, created, received, or maintained for any purpose of this Agreement has been compromised, that any such data has been stored in any physical or electronic storage media with other data not subject to this Agreement, or that any such data has been improperly disclosed.
3. **State Auditing.** To the extent required by Minnesota Statutes, Section 16C.05, subdivision 5 (as amended), the books, records, documents, and accounting procedures and practices of DCS and its employees, owners, agents, or representatives relevant to this Agreement shall be made available and subject to examination by the County and the State of Minnesota for a minimum of six (6) years from the end of this Agreement.
4. **Indemnification.** DCS agrees to indemnify, save, and hold harmless, the Member Counties and MCIS and their current and former Board members, employees, elected officials, officers, attorneys, insurers, and agents from any and all claims, damages, demands, causes of action, and liability of any nature, including attorneys’ fees and punitive damages, arising from or in any manner attributable to any actual or alleged violation of the MGDPA or other applicable State or Federal law, as well as common law claims, regarding the privacy of data collected, created, received, maintained, or disseminated by DCS or its officers, directors, employees, or other agents pursuant to the Agreement. DCS also agrees to indemnify the Member Counties and MCIS against any legal fees and disbursements incurred by the Member Counties and MCIS to enforce the provision of this Section.
5. **Severability:** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated only to the extent necessary to preserve the validity of this Agreement. This Agreement shall otherwise remain in full force and effect.



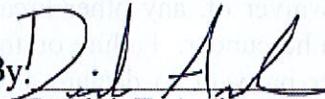
6. **Governing Laws:** This Agreement shall be governed and interpreted by the substantive laws of the State of Minnesota.
7. **Waiver:** No waiver shall be effective unless it is set forth in a written instrument executed by the party waiving a breach or default hereunder. No consent to, or waiver of, any breach or default in the performance of any obligation hereunder shall be deemed or construed to be a consent to, or waiver of, any other breach or default in the performance of the same or any other obligation hereunder. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any other party in default of any obligation hereunder, irrespective of how long such failure continues shall not constitute a waiver of rights hereunder.
8. **NOTICE.** Notice required or permitted to be given under this Agreement shall be in writing, signed on behalf of the party providing notice, and deemed received (1) upon receipt if personally delivered; or (2) the next business day if sent by messenger or reputable overnight courier. Notices shall be sent to the following addresses:
  - a. Executive Director  
Minnesota Counties Information Systems  
413 S.E. 7<sup>th</sup> Ave.  
Grand Rapids, MN 55744
  - b. MCIS Executive Director will distribution to member Counties
9. **EXECUTION.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies shall be considered originals.
10. **MISCELLANEOUS.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification is in writing, signed by authorized representatives, and references this Agreement.



**DATA ACCESS AND USE AGREEMENT  
SIGNATURE PAGE**

**DATA CLOUD SOLUTIONS, LLC**

Dated: 7/11/2016

By: 

Daniel. T. Anderson  
President  
P.O. Box. 2194  
Springfield, OH 45501

**MINNESOTA COUNTIES  
INFORMATION SYSTEMS**

Dated: \_\_\_\_\_

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

Lyle Eidelbes  
413 SE 7th Avenue  
Grand Rapids, MN 55744

\_\_\_\_\_ COUNTY

Dated: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Address:



## DATA CONFIDENTIALITY AGREEMENT

This Agreement is between Data Cloud Solutions, LLC, an Ohio Limited Liability Company (“DCS”), the Minnesota Counties Information Systems (“MCIS”) a governmental entity and its undersigned member counties, political subdivisions of the State of Minnesota, (hereinafter “Member Counties”) and shall govern the conditions of disclosure of DCS data/intellectual property to MCIS and its undersigned Member Counties.

For the purposes of this agreement, “Not Public Data” shall mean any data that is classified as confidential, private, nonpublic, or protected nonpublic data pursuant to Minnesota Statutes Chapter 13. Non-public data includes trade secrets as defined in Minnesota Statutes section 13.37.

1. In consideration of DCS disclosing and using its intellectual property/trade secrets to provide services to MCIS and its Member Counties, MCIS and the Member Counties agree as follows with respect to the Not Public Data disclosed them by DCS (hereinafter “Not Public Data”):
  - (a) It will not be used except for the purpose of evaluating a potential agreement or transaction between the parties or as required by such agreement or transaction (“Purpose”).
  - (b) It will be held in confidence and with the same reasonable precautions as are taken with respect to the not public data of MCIS and the Member Counties.
  - (c) It shall not be disclosed to any person or entity except as authorized by law, or as ordered by a court, or by the prior written permission DCS as the trade secret holder, except to the employees, affiliates, consultants or agents whose duties or responsibilities reasonably require access; and
  - (d) It will not be copied or reverse engineered, except for duplication as is necessary for the Purpose.



2. Trade secrets that would otherwise constitute Not Public Data shall not include data that MCIS or the Member County can document and show by written evidence:
  - (a) is already in its/their possession;
  - (b) is lawfully disclosed to it by a party other than DCS without, to MCIS or the Member County's knowledge after inquiry, violation of DCS's legal rights;
  - (c) is developed by employee(s) of MCIS or the Member County do not have knowledge of or access to the Not Public Data provided by DCS; or
  - (d) is or has generally become available to the public without violation hereof.
3. It is further agreed that the furnishing of Not Public Data under this Agreement shall not constitute any grant, option or license to MCIS or Member Counties under any patent, option, license or other right now or hereafter held by DCS or any of its affiliates.
4. MCIS and Member Counties will treat any Not Public Data received from DCS prior to the execution of this Agreement in accordance with this Agreement.
5. At DCS's request, MCIS and Member Counties will promptly return all copies of Not Public Data which have been provided to MCIS and the Member Counties and will destroy all other copies under their control, in whatever media, except as required by the Minnesota Records Retention Act or other law.
6. MCIS and the Member Counties may make disclosures required to comply with applicable laws or regulations, or with a court or administrative order. MCIS and/or the affected Member County shall provide MCIS written notice of any subpoena, order or requests for Not Public Data in its possession which it received from DCS. DCS specifically understands and agrees that all data in the possession of MCIS and the Counties is considered to be government data and is subject to the provisions of the Minnesota Government Data Practices Act, as amended.
7. MCIS and the Member Counties shall notify DCS in writing immediately upon becoming aware of the occurrence of any unauthorized release of Not Public Data under this Agreement.



8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated only to the extent necessary to preserve the validity of this Agreement. This Agreement shall otherwise remain in full force and effect.
9. This agreement shall be governed and interpreted by the substantive law of the State of Minnesota.
10. No waiver shall be effective unless it is set forth in a written instrument executed by the party waiving a breach or default hereunder. No consent to or waiver of any breach or default in the performance of any obligation hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of the same or any other obligation hereunder. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any other party in default of any obligation hereunder, irrespective of how long such failure continues shall not constitute a waiver of rights hereunder.
11. All notices and other communications which are required or permitted under the terms or conditions of this Agreement, shall be in writing and sent by overnight courier or registered or certified mail, postage prepaid, to the receiving party at the address herein or at any other address that the receiving party may have provided to the sending party in writing as provided herein. Any notice or other communication sent by overnight courier shall be deemed to have been received on the day after it is sent, if a business day, and on the next succeeding business day, if not. Any notice or other communication sent by registered or certified mail shall be deemed to have been received on the date received.
12. This Agreement constitutes the entire agreement and understanding between the parties, superseding any prior understandings, commitments or agreements, oral or written, with respect to Not Public Data disclosed by DCS. Any changes to this Agreement must be in writing and signed by the parties hereto.

performance of the same or any other obligation hereunder. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any other party in default of any obligation hereunder, irrespective of how long such failure continues shall not constitute a waiver of rights hereunder.

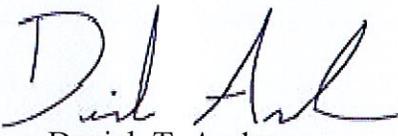
11. All notices and other communications which are required or permitted under the terms or conditions of this Agreement, shall be in writing and sent by overnight courier or registered or certified mail, postage prepaid, to the receiving party at the address herein or at any other address that the receiving party may have provided to the sending party in writing as provided herein. Any notice or other communication sent by overnight courier shall be deemed to have been received on the day after it is sent, if a business day, and on the next succeeding business day, if not. Any notice or other communication sent by registered or certified mail shall be deemed to have been received on the date received.
12. This Agreement constitutes the entire agreement and understanding between the parties, superseding any prior understandings, commitments or agreements, oral or written, with respect to Not Public Data disclosed by DCS. Any changes to this Agreement must be in writing and signed by the parties hereto.



**DATA CONFIDENTIALITY AGREEMENT  
SIGNATURE PAGE**

**DATA CLOUD SOLUTIONS, LLC**

Dated: **6/30/2016** \_\_\_\_\_

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

Daniel. T. Anderson  
President  
P.O. Box. 2194  
Springfield, OH 45501

**MINNESOTA COUNTIES  
INFORMATION SYSTEMS**

Dated: \_\_\_\_\_

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

Lyle Eidelbes  
413 SE 7th Avenue Grand  
Rapids, MN 55744

\_\_\_\_\_ **COUNTY**

Dated: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Address :



**RESOLUTION SUPPORTING REGIONAL PARK OR TRAIL DESIGNATION APPLICATION IN GREATER MINNESOTA**

**Park or Trail Name: Cook County Mountain Bike Trail System.  
Lead Applicant: Cook County**

**BE IT RESOLVED**, that Cook County, as lead applicant, has the authority to act as legal public sponsor for the application described in the *Request for Designation as a Regional Park or Trail in Greater Minnesota*. As joint applicant, Cook County formally supports and authorizes the Superior Cycling Association and Arrowhead Regional Development Corporation's submission on behalf of the partnership.

**BE IT FURTHER RESOLVED** that as lead applicant and joint applicant and partners, we are fully aware of the information provided in the application and associated responsibilities, including long-term commitments as defined in the application and related master plan and supporting information as submitted.

**BE IT FURTHER RESOLVED** that, should the Cook County Mountain Bike Trail System receive formal designation as a Regional park or trail in Greater Minnesota by the Commission, that as the lead applicant, we shall have the legal authority to enter into formal designation and funding agreements with the Commission for the referenced park or trail.

**BE IT FURTHER RESOLVED** that listed applicant and joint applicants/partners certify they will comply with all applicable laws and regulations associated with regional designation and any future grant funding for their respective portions of any project.

---

**Motion By Commissioner Moe, Second by Commissioner Sivertson  
Vote in Favor 5-0  
Tuesday, April 25, 2016**

Attest



**Jeffrey Cadwell  
Cook County Administrator**



United States  
Department of  
Agriculture

Forest  
Service

Superior National Forest  
Gunflint Ranger District

2020 West Highway 61  
Grand Marais, MN 55604  
218-387-1750

File Code: 2350  
Date: April 29, 2016

Tim Kennedy  
President  
Superior Cycling Association  
PO Box 607  
Grand Marais, MN 55604

To Whom It May Concern

The United States Forest Service, Superior National Forest, Gunflint Ranger District has worked with the Superior Cycling Association since 2011 to develop and maintain mountain biking opportunities on the Superior National Forest. I understand that the Superior Cycling Association is pursuing a regional designation to further their efforts to construct and maintain single-track mountain biking trails and ADA accessible biking opportunities. It is my understanding that this designation will help to bring more cyclists to the community to ride the trails and roads designated for this use on the Superior National Forest. I support the Superior Cycling Association in their efforts to pursue additional opportunities to expand this system, and we will continue to partner with the SCA on future cycling endeavors. All future trail development must follow the established protocol and NEPA requirements for any work proposed on the Superior National Forest.

Sincerely,

NANCY S. LARSON  
District Ranger



Caring for the Land and Serving People

Printed on Recycled Paper



# Greater Minnesota Regional Parks & Trails Commission

August 2, 2016

Re: Designation as a Regionally Significant Park or Trail:  
16-036D Cook County Mountain Bike Trail System

Dear Jeff Cadwell:

Congratulations on your successful application and designation by the Greater Minnesota Regional Parks and Trails Commission as a Regionally Significant Park.

The process to receive regionally significant designation is a thorough and complete process, designed to ensure that parks and trails included in the Greater Minnesota System are of the highest value and provide quality recreational opportunities for all Minnesotans.

The steps for designation in the system:

- Application for review by the Commission's Evaluation Team (ETeam). A rank of "High" allows the facility to submit a Master Plan for further review by the ETeam.
- Submittal of a Master Plan scored against criteria that ensure facilities meet the high quality standards established by the Commission.
- Commission review of the proposal and scoring, with final approval of designation if the facility meets system objectives.

The ETeam scoring evaluation resulted in a score of 437.5 for your application, out of 500 points possible.

Having successfully completed this extensive and thorough process, your facility is designated and is eligible to submit a funding application through our online portal. Funding applications will be accepted until September 2, 2016 at 5pm. Funding for this cycle is for FY18, with successful applicants having access to grant funding in July 2017.

The ETeam provided the following group comments to help you understand their overall evaluation: Excellent facility. Some concerns about the long-term maintenance viability of a volunteer-based operation.

Individual ETeam members have also provided you with their personal evaluation comments:

- WELL DONE MASTER PLAN!
- Criteria 1 - As a Special Use Facility it does.
- Criteria 2 - Yes, goes without saying.
- Criteria 3 - Tourist destination for sure but, wasn't convinced that it was well connected to local population centers.
- Criteria 4 - Fills a special need and complements other facilities.

[www.gmrptcommission.org](http://www.gmrptcommission.org)

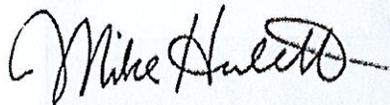
over →

# Greater Minnesota Regional Parks & Trails Commission

- This proposed project meets the criteria for a special recreational feature regional park very well.

Should you have questions, please visit our website at [www.GMRPTCommission.org](http://www.GMRPTCommission.org), or contact one of the two Commissioners that represent your District.

Sincerely,

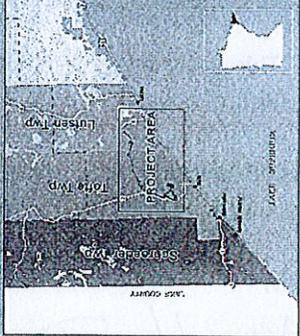


Michael Hulett, Chair  
Greater Minnesota Regional Parks and Trails Commission

# Proposed Single Track Mountain Bike Trails Britton Peak

Map prepared by:  
**BRITTON PEAK**  
 117,532  
 0 0.25 0.5 1.0 Miles  
 117,532  
 0 0.25 0.5 1.0 Miles  
 117,532  
 0 0.25 0.5 1.0 Miles

Mountain Bike Trails  
 Proposed Trail  
 Existing Trail  
 Future Trail



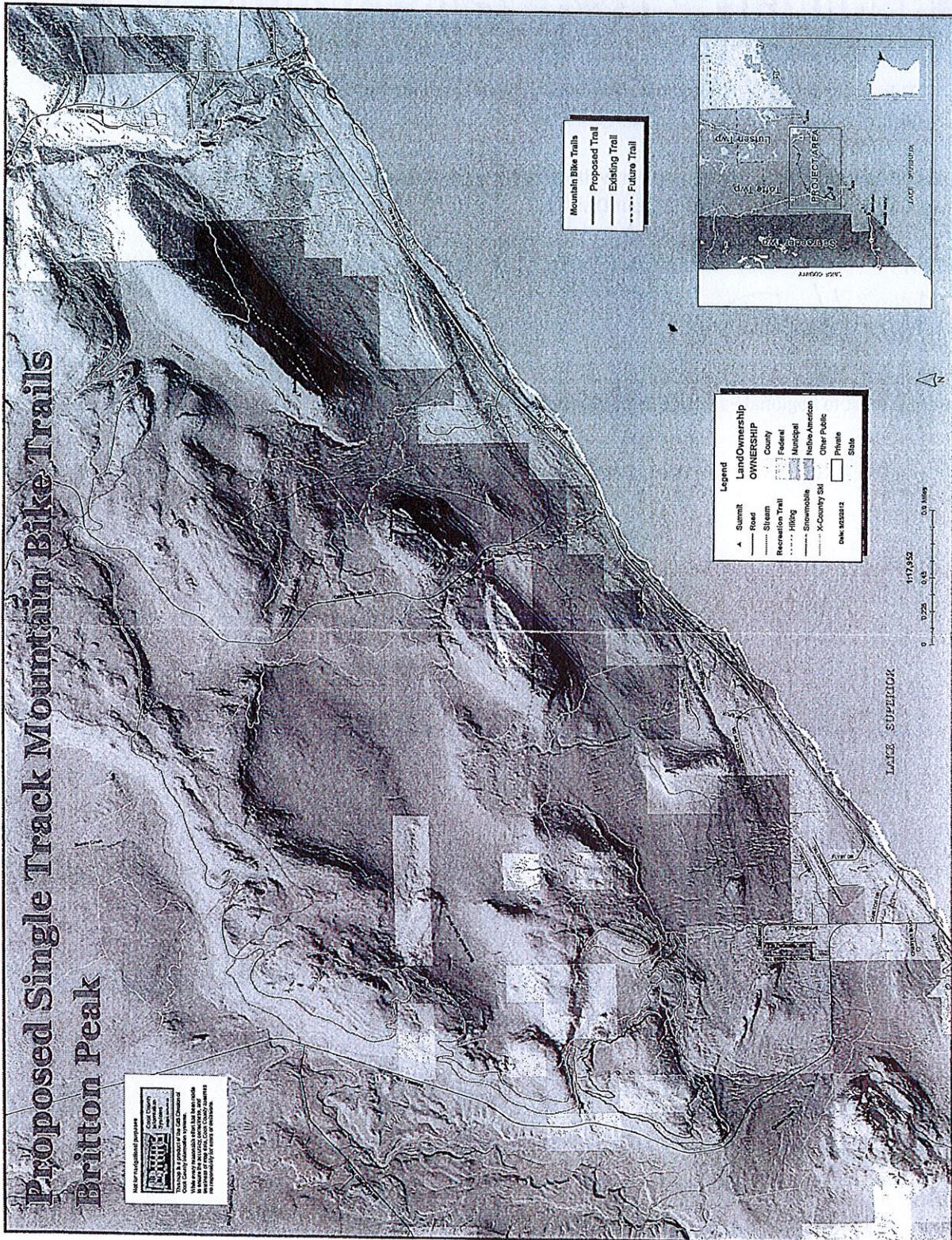
Legend  
 Summit  
 Road  
 Stream  
 Recreation Trail  
 Hiking  
 Snowmobile  
 X-County Ski  
 DNR 1000012

Land Ownership  
 OWNERSHIP  
 County  
 Federal  
 Municipal  
 Native American  
 Other Public  
 Private  
 State



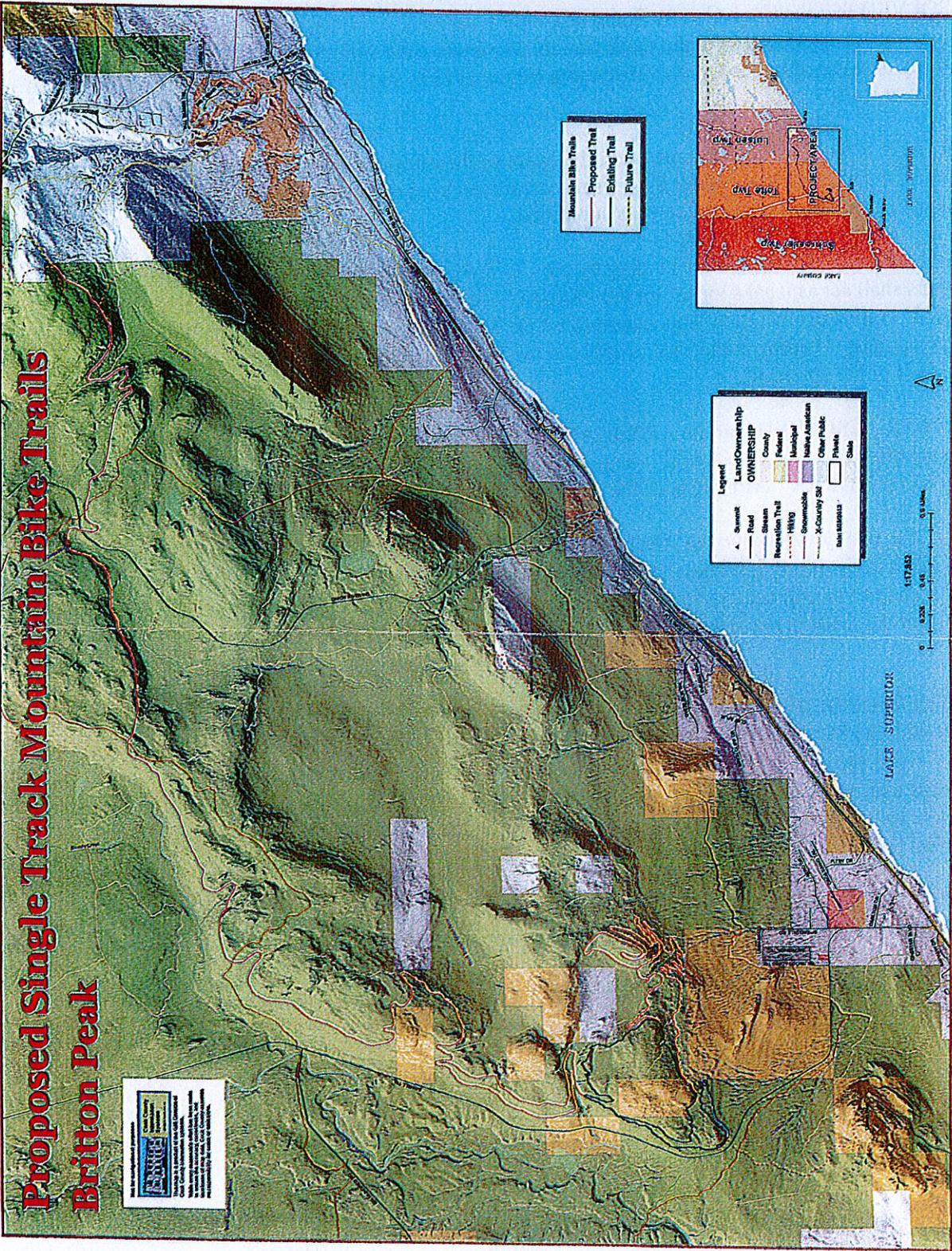
0 0.25 0.5 1.0 Miles  
 117,532  
 0 0.25 0.5 1.0 Miles  
 117,532  
 0 0.25 0.5 1.0 Miles

LAKE SUPERIOR



# Proposed Single Track Mountain Bike Trails Britton Peak


 Wisconsin Department of Natural Resources  
 Bureau of Land Management  
 600 Wisconsin Avenue, Suite 1000  
 Madison, WI 53706  
 Telephone: 608/261-3200  
 Fax: 608/261-3201  
 Website: www.dnr.wisconsin.gov



**Mountain Bike Trails**  
 — Proposed Trail  
 — Existing Trail  
 - - - Future Trail



**Legend**  
**Land Ownership**  
 County  
 Private  
 Native American  
 Other Public  
 State  
 Bureaus  
 County  
 Private  
 Native American  
 Other Public  
 State  
 Bureaus

1:17,852  
 0 0.328 0.656 0.984 Miles  
 LAKE SUPERIOR  
 JACK SPRINGS

Resolution:

BE IT RESOLVED that the Cook County Board of Commissioners has the legal public authority to sponsor a grant funding request associated with the Cook County Mountain Bike Trail System (PROJECT), which has been previously designated by the Greater Minnesota Regional Park and Trail Commission (COMMISSION) as a regional park or trail.

BE IT FURTHER RESOLVED that as we are fully aware of the information provided in the funding request, including any non-state match and other long-term commitments (as defined in the funding request), related master plan and any supporting information as submitted.

BE IT RESOLVED that, if selected for funding by the COMMISSION, the Cook County Board of Commissioners shall act as legal sponsor for the PROJECT contained in the Department of Natural Resources (DNR) Parks & Trails Legacy Grant Application (STATE'S GRANT APPLICATION) and that Jeff Cadwell, County Administrator is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the applicant.

BE IT FURTHER RESOLVED that the APPLICANT has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the funding request and therefore, also in the STATE'S GRANT APPLICATION.

BE IT FURTHER RESOLVED that the APPLICANT has or will acquire fee title or permanent easement over the land described in the funding request and therefore, also in the STATE'S GRANT APPLICATION for regional parks and has or will acquire fee title, perpetual easement or a minimum of a 20 year lease over the land described in the funding request and therefore, also in the STATE'S GRANT APPLICATION for regional trails.

BE IT FURTHER RESOLVED that, upon approval of its application by the state, the applicant may enter into an agreement with the State of Minnesota for the above-referenced project, and that the applicant certifies that it will comply with all applicable laws and regulations as stated in the grant contract including

- for parks add: <dedicating the park property for uses consistent with the grant program into perpetuity>
- for trails add: <committing to maintain the trail for a period of no less than 20 years and providing a perpetual easement for recreational trail purposes on all lands acquired for trail use>.

NOW, THEREFORE BE IT RESOLVED that THE COOK COUNTY ADMINISTRATOR is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the Cook County Board of Commissioners on the \_\_\_\_\_ day of August, 2016

SIGNED:

WITNESSED:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

# Master Plan

COOK COUNTY MOUNTAIN BIKE TRAIL SYSTEM

COOK COUNTY, MINNESOTA

COMPLETED APRIL 2016



Prepared for



Prepared by



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# Cook County Mountain Bike Trail System Master Plan

COOK COUNTY, MINNESOTA

2016

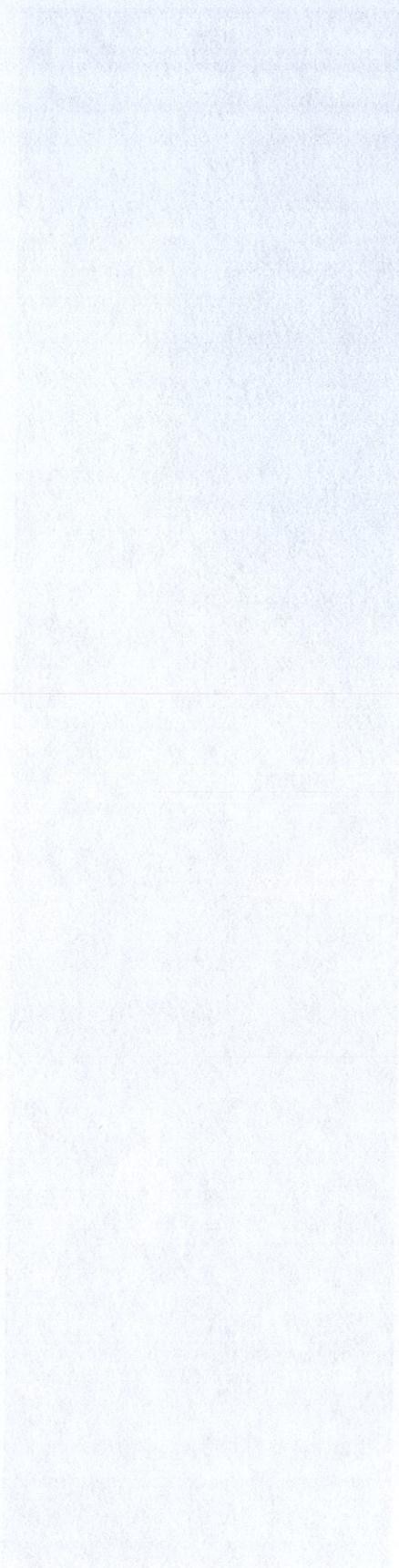


Prepared for  
Superior Cycling Association

Prepared by  
Arrowhead Regional Development Commission  
221 West 1st Street  
Duluth, Minnesota 55802

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protected by copyright.

Printed in the United States of America



100

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## ACKNOWLEDGEMENTS

The trail and master planning process was made possible through time and energy dedicated by members of the Cook County Mountain Bike Trail System Steering Committee.

### Cook County Mountain Bike Trail System Steering Committee

Jay Arrowsmith DeCoux

Cory Berg

Jeff Cadwell

Mica Harju

Tim Kennedy

Bill Lane

Mike Larson

Philip Larson

Jeff Lynch

Sarah Lynch

Anton Moody

Paul Nordlund

Jeff Stoddard

### Arrowhead Regional Development Commission Staff

Andy Hubley, Regional Planning Division Director

Russell Habermann, Associate Planner

The planning process was also possible through the following sponsor:



*This project was funded by the Superior Cycling Association.*

Address: 1000 ...



The undersigned hereby certifies that the foregoing is true and correct.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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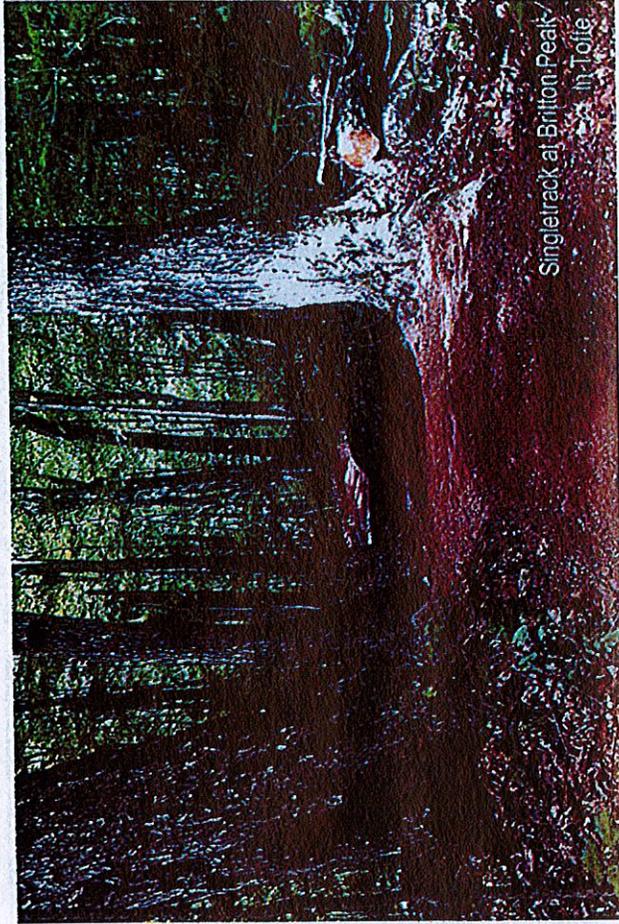
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## SECTION 1: INTRODUCTION AND PLANNING CONTEXT

### Introduction

The existing singletrack mountain bike trail system in Cook County is a 15.5 mile trail system, currently existing in two clusters at Britton Peak in Tofte Township and at Pincushion Mountain near Grand Marais. As the trails serve a regional audience, local residents desire to expand and enhance facilities at existing trail clusters, develop new trail clusters, and connect the clusters with each other as well as with population centers, state parks, and other recreational facilities in the region. Collectively, these actions will create a 150+ mile, unified system of designated mountain bike trails that highlights the value of Cook County's exciting terrain and falls under the *Special Recreational Feature Regional Park Classification* in the Greater Minnesota Regional Parks and Trails Commission's parks and trails system. This document outlines the planning of a high quality recreational mountain bike system that will greatly enhance the recreational options within Cook County and along Sawtooth Mountain Ridgeline above Lake Superior.



Singletrack at Britton Peak/  
in Tofte

Credit: Adam Harju, Dirt Candy Designs LLC

## Background

Cook County is currently home to a number of premier bike facilities, including the Gitchi-Gami State Trail, forest roads, and two singletrack trail clusters – Britton Peak in Tofte and Pincushion Mountain near Grand Marais. Together, these trails make up a network of paved, gravel, and natural surface facilities totaling over 230 miles.

In late 2015, efforts to enhance trail systems in Cook County were launched with the development of the Cook County Comprehensive Trails Plan, which highlights mountain bike trails in addition to hiking trails, snowmobile trails, and more. In conjunction with the comprehensive trails plan, the Superior Cycling Association (SCA) contacted planners from the Arrowhead Regional Development Commission (ARDC) and requested an examination of ways to connect Cook County's recreational facilities and communities via a designated mountain bike system, with the ultimate goal of connecting this system to mountain bike trails in neighboring Lake County and beyond.

In 2016, ARDC, working with the Superior Cycling Association and other local partners, launched efforts specifically aimed at mountain biking. The desire to outline a master plan has since grown out of an increased public interest in seeking funds for trail system designation and development.



Credit: Mica Hajju, Dirt Candy Designs LLC

- **Criteria #1 – Provides a Special High-Quality Outdoor Recreation Experience** – places a priority on providing facilities/amenities that are relevant to existing/common user groups and also serve to broaden the appeal of outdoor recreation to new or expanded populations; facility serves as a destination unto itself, attracting regional users and (potentially) drawing tourists from outside the regional area; premium is placed on quality of experience to encourage visitors to return time and again
- **Criteria #2 – Provides a Natural and Scenic Setting Offering a Compelling Sense of Place** – priority is placed on providing a natural and scenic setting offering a compelling sense of place and uniqueness; access to water and/or historically/culturally-significant features is also emphasized
- **Criteria #3 – Well-located to Serve a Regional Need and/or Tourist Destination** – places priority on special recreational features being located in or close to a densely settled, rapidly growing, and/or an established regional center or well-established tourist destination; connectivity to the facility via local, regional, or state-level trails also factors into the rating under this criteria
- **Criteria #4 – Fills a Gap in Recreational Opportunity within the Region** – places a priority on areas in which a high quality outdoor recreational opportunity of a similar nature is not otherwise available within the region and/or within a reasonable distance; fills a discernible and critical gap in an area with a recreation opportunity shortage; complements (and does not duplicate) recreational opportunities otherwise available in the region

### Classification and Regional Significance

As a high quality recreational trail system that complements regional bike facilities and offers greater opportunity for recreational connectivity, the Cook County Mountain Bike Trail System aligns with the *Special Recreational Feature Regional Parks Classification* as defined in the *Greater Minnesota Regional Parks and Trails Strategic Plan*. This classification focuses on “new, unique, or innovative ‘special feature’ outdoor recreational facilities of regional significance,” with special priority given to recreational facilities that serve a regional need and may serve as a stand-alone facility in a lacking area. Spanning scenic natural features, the Cook County Mountain Bike Trail System is used by an active local user group and serves as a significant tourism attraction along the ridgeline above Lake Superior.

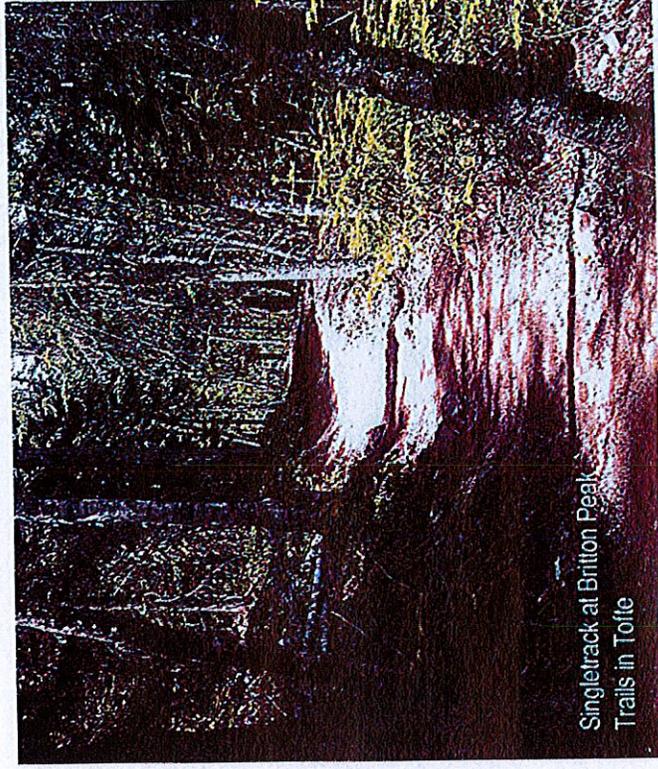
The trail system matches up well against the criteria associated with the *Special Recreational Feature Regional Parks Classification*, as the following pages summarize.

**Criteria #1 – Provides a Special High-Quality Outdoor Recreation Experience**

Set on the unique topography of Lake Superior's ridgeline, the Cook County Mountain Bike Trail System travels within an area filled with adventure, connecting multiple trail clusters and providing access to numerous "destination" facilities - state parks (Temperance River State Park, Cascade River State Park), trails (Gitchi-Gami State Trail, Superior Hiking Trail, North Shore State Trail), and more - which are set entirely within the Superior National Forest. With a rolling and diverse terrain, the current trail system is built for recreationists year-round, but in combination with other amenities contributes to an estimated annual North Shore visitor count of 3-4 million people.

Built and maintained by a dedicated user group in partnership with the USDA Forest Service, the mountain bike system is currently diverse and serves as a destination for a growing number of residents and tourists alike. These visitors travel time and again from all corners of Minnesota and beyond to experience a landscape that easily lends itself to an exciting and unique mountain bike facility.

Though fragmented in its current form, the system serves its regional audience well through its facilities. However, enhancements aimed at creating one unified system traversing the North Shore would elevate such an experience. Connecting communities, state parks, trails, and more while offering 150+ miles of designated mountain bike trails, the Cook County Mountain Bike Trail System will only enhance the future of an area seemingly meant to treat its users to a uniquely northern Minnesota experience.



Singletrack at Britton Peak  
Trails in Tofte

Credit: Adam Harju, Dirt Candy Designs LLC

**Criteria #2 – Provides a Natural and Scenic Setting  
Offering a Compelling Sense of Place**

The Cook County Mountain Bike Trail System's place among forested, rock-cropped land that parallels the vast vista of Lake Superior provides a compelling sense of place unto itself, but it is the interspersed historical and cultural features ingrained into Cook County's natural ridgeline features that further enhance the place hosting Cook County's trail system. These features include the Cross River Heritage Center in Schroeder, Tofte Town Park, the historic Lutsen Mountains Resort, and Lighthouse Point in Grand Marais, among others. These features would all be accessible via the mountain bike trail system's ample community connections. On top of these, the rich association of natural resources to Cook County's history (mining, logging, and fishing) make experiencing the Superior National Forest firsthand a glimpse into historic Cook County itself.



Singletrack at Emilion Peak  
Trails in Tofte

Credit: Mica Harju, Dirt Candy Designs LLC

**Criteria #3 – Well-located to Serve a Regional Need and/or Tourist Destination**

The natural features of Cook County have made the area surrounding the proposed Cook County Mountain Bike Trail System a tourist destination since early development in the 1800s, when wealthy individuals would travel up Lake Superior's shoreline to camp and hunt in the north woods. Given this history of inherent tourism and the resulting development of established connections between communities through roads and trails, all of Cook County serves as a regional tourist destination, but Cook County's only designated city - Grand Marais - serves as its centerpiece as a well-established regional tourist center. Hosting a year-round population of 1,340 people in a rather low-density region, the city lends itself as a travel destination contributing to the 3-4 million yearly North Shore visitors.

To the existing Pincushion Mountain Trail System, which currently serves as the easternmost arm of the Cook County Mountain Bike Trail System and is the proposed site for the Sawtooth Bluff development, the bike ride from Grand Marais is about two miles. Once the trail system is expanded, this would only serve as one of several entrances into the mountain bike trail system within Cook County, which would also draw tourists from state parks, communities, and other area facilities stretching along the ridgeline above Lake Superior.



*Credit: Adam Harju, Dirt Candy Designs LLC*

#### Criteria #4 – Fills a Gap in Recreational Opportunity within the Region

The Cook County Mountain Bike Trail System is truly a one-of-a-kind feature in the Northeast Region of Minnesota. While mountain bike trails exist in this region, a due to the availability of large tracts of public land, a mountain bike facility of unparalleled size and type can be created in the rural wilderness environment of Cook County that is not possible to create in other areas, like the urban environment used in the creation of Spirit Mountain in the City of Duluth. In fact, one of the only nearby facilities that could be comparable is located at Split Rock Lighthouse State Park, and this trail runs eight miles, is situated more than 30 miles from the nearest segment of Cook County singletrack trails, and is not purpose-built for mountain biking.

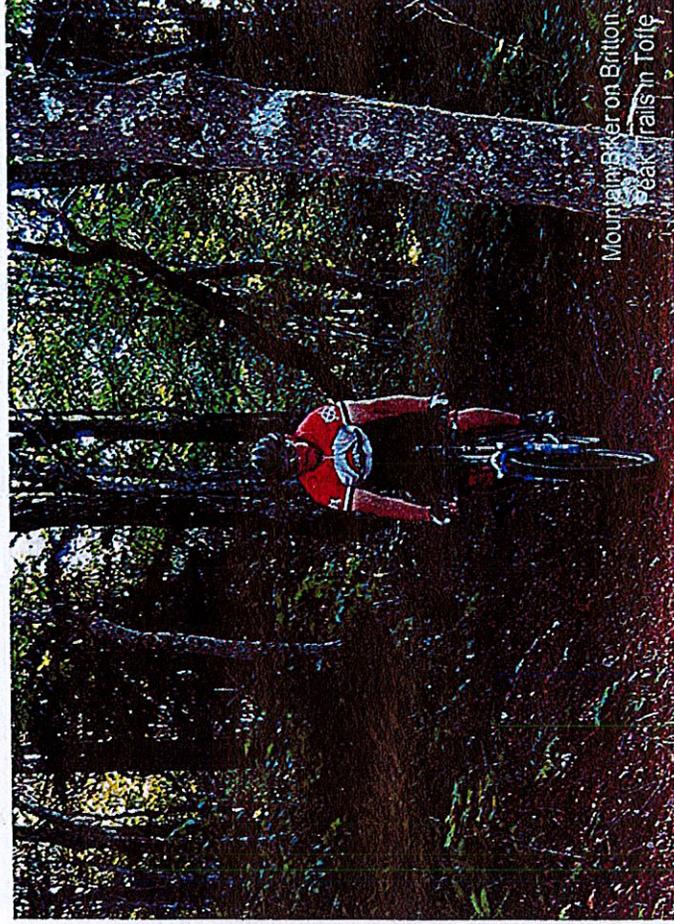
Other mountain bike facilities in the region include opportunities to ride along gravel roads or snowmobile trails, but these roads and trails are also not purpose-built for mountain biking. In turn, they do not adequately meet the need or offer significant potential for hosting world-class mountain bike events, which are desired among Cook County residents and visitors. The Cook County Mountain Bike Trail System would fulfill this gap in service and offer a recreational option which has potential not yet fully realized in northeastern Minnesota.



Credit: Cook County News Herald / Laurie Johnson

### Regional Significance Statement

Riding the ridgeline above Lake Superior and connecting mountain bikers to numerous destinations, the Cook County Mountain Bike Trail System will serve as a destination mountain bike facility that includes over 150 miles of singtrack trails as clusters, loops, and connectors. A significant portion of this system will be the North Shore Traverse Trail, a linear mountain bike trail with potential to span not only Cook County, but the entire Lake Superior ridgeline.



Credit: Sarah Lynch

### Proposer and Implementing Agencies

The following organizations and agencies are actively involved in the success of the Cook County Mountain Bike Trail System, as well as the preparation of this master plan. Their involvement with the Cook County Mountain Bike Trail System is detailed below.

- **Cook County (*Proposer and Implementing Agency*)**— Participate in trail planning meetings, review and approve proposed trail routes, address alignments on/near County land
- **Arrowhead Regional Development Commission (ARDC)** — Organize and facilitate planning meetings
- **City of Grand Marais** — Participate in trail planning meetings, review and approve proposed trail routes
- **International Mountain Bicycling Association (IMBA)** — Serve as chapter affiliation for SCA and support future mountain biking programming and events held in Cook County
- **Lutsen Mountains** — Participate in trail planning meetings, has interest in developing mountain bike trails within its boundaries
- **Lutsen Township** — Participate in trail planning meetings, review and approve proposed trail routes
- **Minnesota Department of Natural Resources** — Collaborate with SCA on its existing trail systems and support trail development within its jurisdiction
- **North Superior Ski and Run Club (NSSRC)** — Created and maintains the Pincushion Mountain Trail System in conjunction with the USDA Forest Service and Cook County, maintains cross-country ski trail system at Pincushion Mountain
- **Superior Cycling Association (SCA)** — Chapter of the International Mountain Bike Association (IMBA) who build, maintain, and promote existing and future mountain bike trails in Cook County
- **Schroeder Township** — Participate in trail planning meetings, review and approve proposed trail routes
- **Sugarbush Trail Association** — Partnered to help develop nearly six miles of new singletrack mountain bike trails at Britton Peak, with additional miles in the planning stage; maintains cross-country ski trail system at Britton Peak
- **Tofte Township** — Participate in trail planning meetings, review and approve proposed trail routes
- **USDA Forest Service** — Collaborate with SCA on its existing trail systems and support further expansion within its boundaries
- **Visit Cook County** — Market trail system and highlight trail riding maps via its online platforms

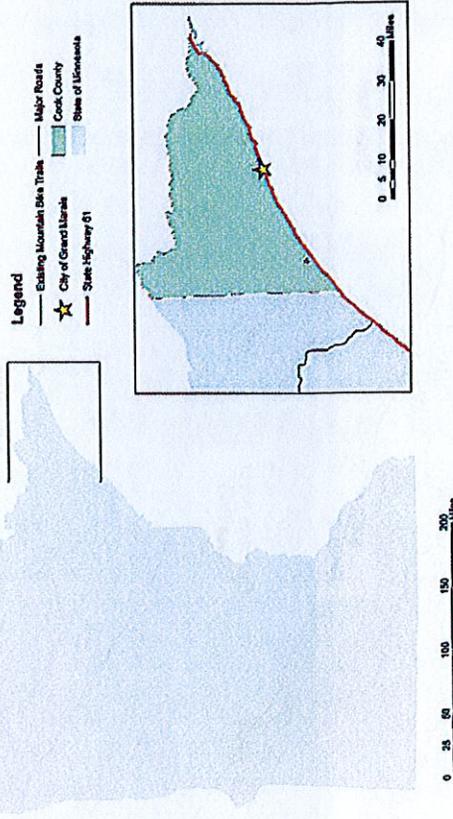


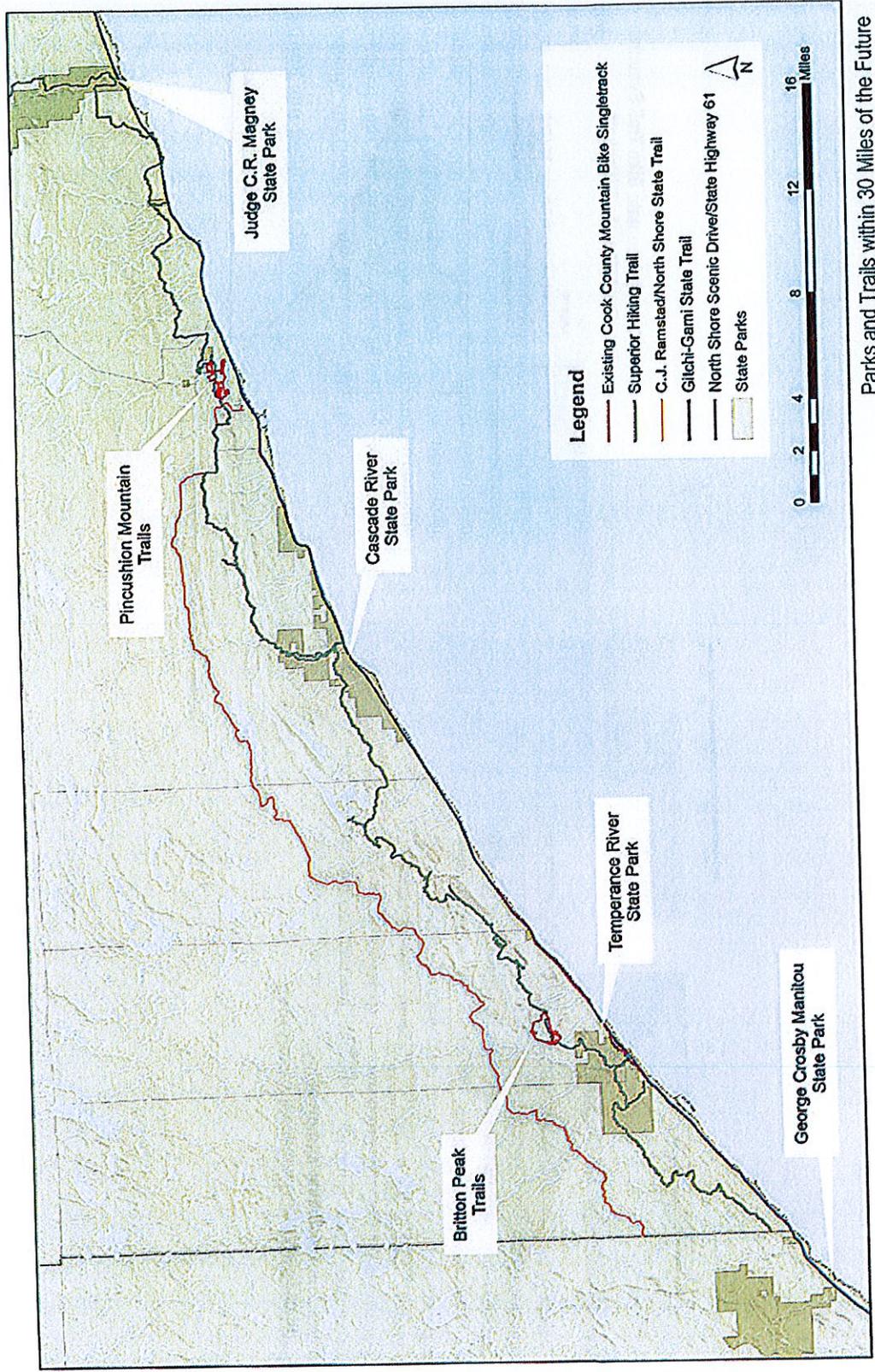
## SECTION 2: EXISTING FACILITIES AND VISION

### Setting and Regional Context

Currently, the Cook County Mountain Bike Trail System is integrated into the Sawtooth Mountain range throughout Cook County, primarily in Tofte Township and just outside the City of Grand Marais, which hosts a permanent population of 1,340 year-round residents and contributes to a visitor count of 3-4 million North Shore visitors annually. Boasting close proximity to numerous recreational facilities along the Lake Superior ridgeline, premier access to recreational amenities and information is served through the trail system site.

### Cook County Mountain Bike Trail System Cook County, Minnesota





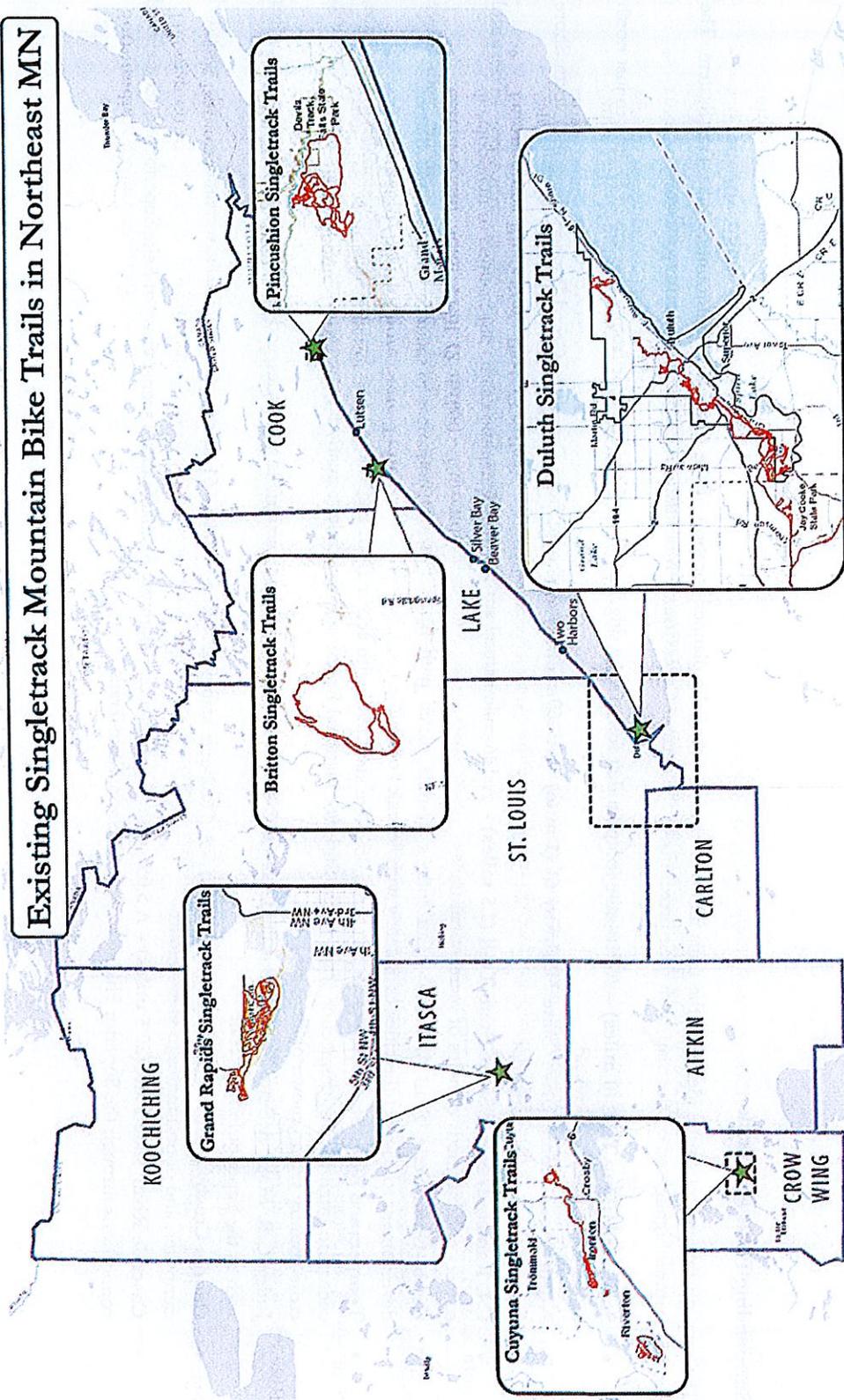
Parks and Trails within 30 Miles of the Future Cook County Mountain Bike Trail System

## Surrounding Parks and Trails

The map on the previous page identifies the trails and parks surrounding the planned location of the Cook County Mountain Bike Trail System. The notable features highlighted on the map, with their proximity to the current Cook County Mountain Bike Trail System, are as follows:

- **Superior Hiking Trail (0 miles)** – A 310-mile footpath that follows the ridge above Lake Superior from just south of Duluth to just north of the community of Hovland
- **North Shore Scenic Drive/State Highway 61 (1 mile)** – A 169-mile driving route from Duluth to Grand Portage along the North Shore Scenic Byway of Lake Superior
- **C.J. Ramstad/North Shore State Trail (1.5 miles)** – A 146-mile natural surface trail from Duluth to Grand Marais with access to beautiful scenery and hundreds of miles of recreational trails
- **Gitchi-Gami State Trail (2 miles)**– Currently a 29-mile paved path from Two Harbors to Grand Marais in six segments, with future development to connect the cities completely with 86 miles of trail
- **Temperance River State Park (3 miles)** – A 5,059-acre state park with access from Highway 61 that features rushing waterfalls; pine, spruce, cedar and birch forests; connecting trails to the Superior National Forest; and multiple recreational opportunities (camping, hiking, picnicking, cross-country skiing, snowmobiling, etc.)
- **Judge C.R. Magney State Park (14.5 miles)** – A 4,643-acre state park highlighting waterfalls, campsites, and access to state recreational features such as the Superior Hiking Trail
- **George Crosby Manitou State Park (16 miles)** – A 6,682-acre state park along Highway 61 that features waterfalls, recreational trails, secluded campsites, and opportunities to view wildlife
- **Cascade River State Park (20.5 miles)** – A 5,050-acre state park along Highway 61 that features scenic views of Lake Superior and recreational connections through the Superior Hiking and North Shore State Trails

# Existing Singletrack Mountain Bike Trails in Northeast MN

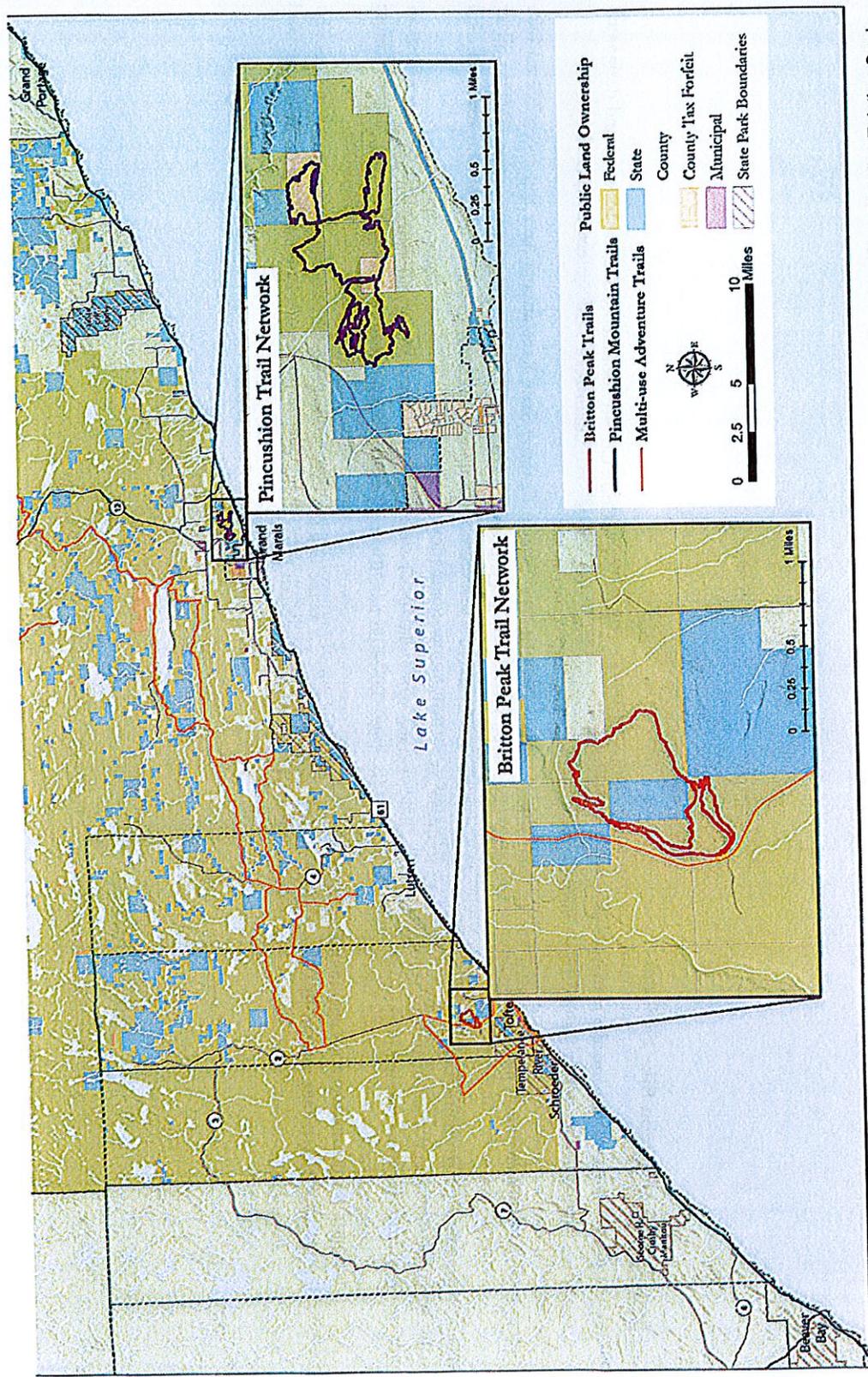


Mountain Bike Facilities within the Northeast Region of Minnesota

### Surrounding Mountain Bike Facilities

The map on the previous page identifies facilities surrounding the planned location of the Cook County Mountain Bike Trail System and designated solely for mountain bike use. These facilities, with their proximity to the current Cook County Mountain Bike Trail System, are as follows:

- **Cuyuna Lakes Mountain Bike Trails (160 miles)** – Located within the Cuyuna Country State Recreational Area and accessible via bike from the cities of Crosby and Ironton, Cuyuna Lakes Mountain Bike Trails is an International Mountain Bike Association (IMBA) Silver Level Ride Center consisting of 28 miles of singletrack and 8 miles of doubletrack. Trails include beginner, intermediate, and advanced skill level trails, and one of the trails (Sandhog Mountain) is an IMBA-designated Flow Country Trail.
- **Duluth Singletrack Trails (80 miles)** – Collectively known as the Duluth Traverse, the mountain bike trail system within the City of Duluth includes facilities at Mission Creek, Hartley Park, Lester Park, Mont du Lac, Piedmont, and Spirit Mountain. Summing nearly 40 miles, these trails accommodate for a wide range of skill levels over a diverse topography, but may include multiple uses in some facilities.
- **Grand Rapids Mountain Bike Trail System (130 miles)** – Known as the Legion Trail System and located just outside downtown Grand Rapids, this 5.9-mile singletrack trail system incorporates expert bench-cut trails that accommodate for a diverse range of trail riders and abilities.



Overview Map Showing Existing Cook  
 County Mountain Bike Trail System

### Site Information

Existing singletrack trails in the Cook County Mountain Bike Trail System are anchored at Britton Peak in Tofte and Pincushion Mountain near Grand Marais. Although some thirty miles apart, both of these clusters are similar in that they take advantage of the ridgeline above Lake Superior, which serves as a unique topographic feature lending its hillside naturally to mountain bike facilities. Land cover on the North Shore largely consists of Boreal Hardwood-Conifer Forest, mixing aspen, birch, balsam fir, white spruce, and white cedar among its hillside. Set against the backdrop of Lake Superior and almost entirely within Superior National Forest, this tree mix makes for an exciting and ever-changing landscape, especially during peak color season in the autumn.

Cook County contains large, continuous tracts of public land which can accommodate for the creation of high quality public trail systems.

Owned and managed by Cook County, the USDA Forest Service, the City of Grand Marais, and more (all of which have previous experience with use management agreements), these tracts of public land collectively total 92% of the County and work to offer an uncommon opportunity for trail builders. Unfortunately, between Tofte and Grand Marais, interspersed wetlands areas create a challenge for mountain bike trails, since dry ground with satisfactory drainage is highly preferable to maintain natural surface trails; fortunately, this obstacle can be overcome with careful planning as well as features such as boardwalks, where necessary.

Overall, Cook County offers land that lends itself well to mountain bike trails, as well as innumerable options for trail routing through opportunities presented with plentiful public land.

## Vision, Trends, and Public Value

**Demographic Information Influencing Demand:** In 2014, Cook County was reportedly home to 5,233 permanent residents, which consists of a majority white population (86.9%) with an average household median income (\$51,913) and a generally low population density (3.6). However, as Cook County is a tourism economy driven by outside visitors (who contribute to a 3-4 million visitor count along the North Shore annually), these numbers and statistics do not truly capture demographics influencing the demand for such facilities as mountain bike trails. According to a 2011 Cook County visitor survey, which may help capture demographics influencing demand, the County's average tourists are a middle-aged Minnesota couple visiting for three to five days and primarily taking in scenic beauty and outdoor activities, while also shopping, dining, and taking in entertainment; these kinds of visitors create an economy where tourism accounts for 52% of the County's sales tax revenues, the most of any county in the state and more than three times the state average (Cook County Visitors Bureau, 2011). The demographics associated with mountain biking (younger age, higher incomes) offer an opportunity to expand this demographic and revenue stream. More precise support for demand of outdoor activities through bike facilities comes from trail use counts on the Gitchi-Gami State Trail in 2015, which found that an average of 109 people use the trail at any given trail site, reaching up to 201 users in one day at the highest site (Gitchi-Gami State Trail 2015 Usage Study, 2015). In all, Cook County tourism relies on recreation facilities such as mountain bike trails to accommodate the needs of its permanent, seasonal, and visiting guests.

**Recreational Trends Information:** Cook County hosts a number of recreation options that align with recreational facilities provided in the County. Therefore, the presence of the Gitchi-Gami State Trail and existing mountain bike trail clusters, the Superior Hiking Trail, multi-use

trail corridors, North Shore Scenic Byway, and the presence of Lake Superior inspire nature-based recreational trends that include biking, hiking, cross-country skiing, snowmobiling, ATVing, driving for leisure, boating, kayaking, and lounging by the Lake. This aligns with a 2008 nature-based tourism study that indicated the tendencies of the 5.8 million people who visited the Northeast Region from June 2007 to 2008, which stated that Northeast Minnesota serves as a special nature-based tourist destination for people across the state, and notably from the Twin Cities (Davidson-Peterson, 2008). The study also found that two-thirds (66%) of visitors indicated participating in one or more recreation activities, demonstrating that recreational opportunities and facilities are an important draw for those looking to visit the region. A 2013 study on outdoor recreation across the nation found that cycling was especially important as the third most popular recreation among adults (*2013 Outdoor Recreation*). In Cook County, however, mountain biking alone is possibly one of the fastest growing segments of the industry, with the Lutsen 99er (an annual mountain bike event) being the fastest growing event in the County.

**Public Health Value:** As the nation and state experience increased levels of obesity and health issues related to a lack of exercise, Cook County residents also suffer from lack of activity, as is evident in their 2014 county health factors ranking of 41 (out of 87) (*2014 Rankings Minnesota*). A key component to encouraging people to be more active is to offer recreational facilities that allow opportunities for active living, which would additionally be encouraged by creating destination places that provide a unique experience. The Cook County Mountain Bike Trail System, as a part of the greater bicycle system, is a prime example of such a facility.

### Vision, Trends, and Public Value (Cont'd)

**Economic Development/Tourism Opportunities:** As a County that attributes 80% of its economy to its visitors who are primarily attracted to scenic beauty and outdoor activities (Go Cook County, 2013), a primary economic development tool in Cook County is its diverse trail network, the overall planning of which is addressed in the 2016 Cook County Comprehensive Trails Plan. In step, an enhanced mountain bike trail system throughout Cook County would support and encourage the patronage of amenities throughout the area (i.e. lodging, night life, and restaurants), bringing revenue through an increased number of paying tourists. A recent economic impact study on silent active sports in Wisconsin shows the economic benefit of mountain bikers, finding that individuals drawn specifically by mountain bike facilities spend \$468 per trip, including about \$260 locally (Berard et al., 2014). Also contributing to a prolonged recreation season (through the long season that accommodates mountain biking as well as the option for fat tire biking in the winter), this bike system will combine with an active arts and recreation scene to raise economic development and tourism opportunities throughout the area, enhancing facilities that help the County serve its current role as a unique tourist destination.

**Public Input/Participation:** Composed of stakeholders from a diverse cross-cut of bicycling in Cook County, including government representatives, business owners, and citizens, members of the Superior Cycling Association created the vision and plan for the Cook County Mountain Bike Trail System. At the center of Cook County mountain bike trail planning and construction, these stakeholders met multiple times in the creation of this document and meet regularly to support trail building and maintenance efforts, serving as a liaison between the public and planning efforts outlined in this plan.

Direct public input and participation was also welcomed in a public visioning session held in Grand Marais in early February 2016. A news release and flyers were distributed announcing the event to kick-off visioning efforts from the beginning of the planning process. At the meeting, attendees constructed a vision statement for the trail system and identified issues and opportunities that should be addressed in trail planning efforts.

Participants who provided their email address were also given the opportunity to review and comment on the final document in early April 2016.

**Vision, Trends, and Public Value: Vision Statement**

The vision statement was developed at a public visioning session for the Cook County Mountain Bike Trail System in February 2016.

***Vision***

*The vision of the Cook County Mountain Bike Trail System Committee is to develop a 150+ mile, year-round mountain bike trail system and IMBA ride center that serves as a destination known state- and region-wide, and complements other regional facilities to create an adventure-oriented, experience-driven, and economically- and ecologically-sustainable recreational facility serving all ages and skill levels of existing and future Cook County residents and visitors.*



Credit: Justin Pszwaro

## SECTION 3: MASTER PLAN

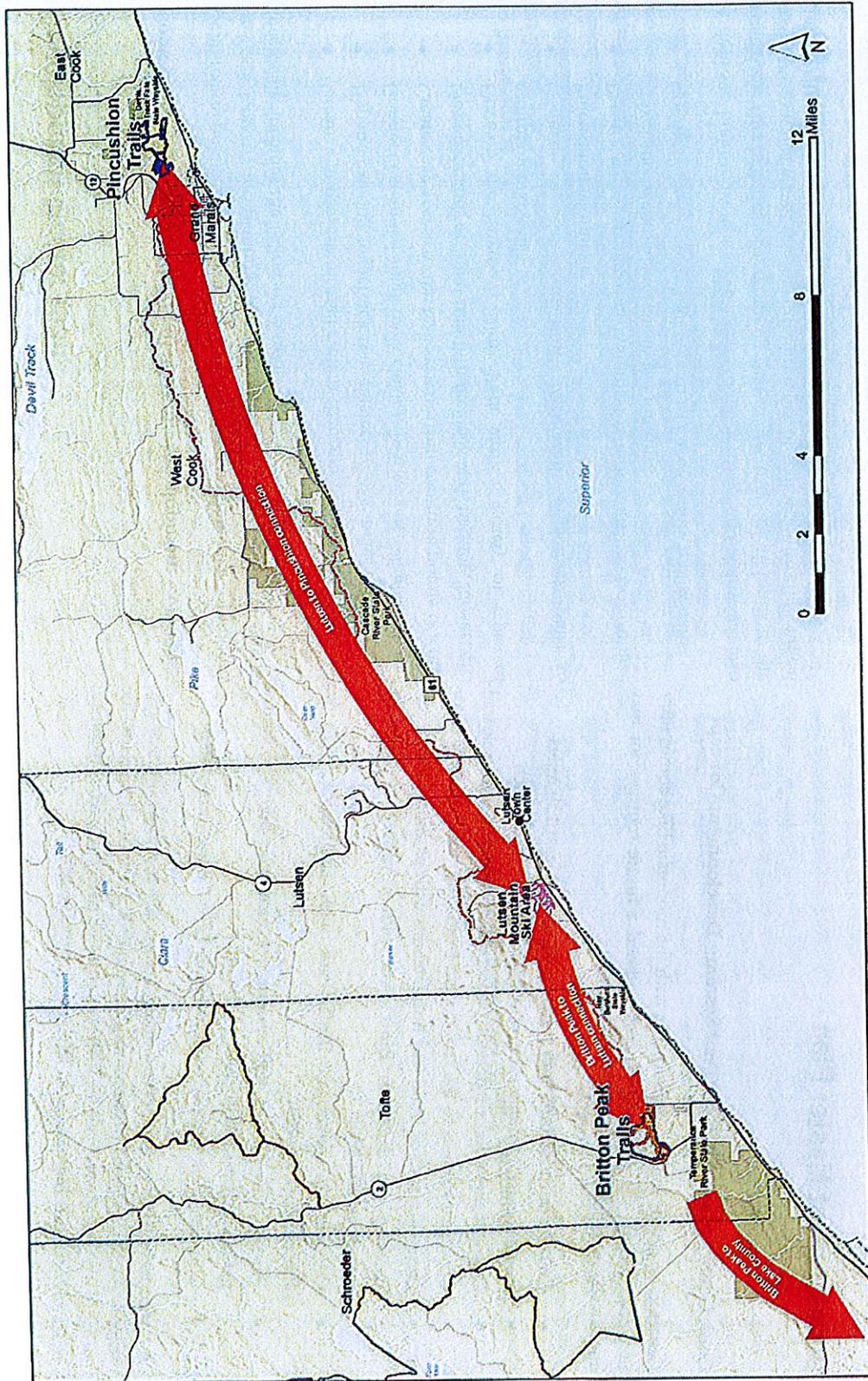
### Development Master Plan

#### Cook County Mountain Bike Trail System: Development Concept

Centered on public input and discussion with the mountain bike community in Cook County, the planning process outlined a future trail system that specifically includes the following actions:

- Create a purpose-built trail system that runs at least 150 miles
- Expand existing singletrack trail clusters to 25+ miles each
- Connect expanded singletrack clusters by a traverse singletrack trail
- Create easy access to the trail system from common points of entry
- Designate and/or build trail hub facilities with parking, kiosks, etc.
- Develop the Sawtooth Bluff Park with a variety of types of mountain bike trails
- Connect the Sawtooth Bluff Park with singletrack trails to Pincushion Mountain
- Partner with existing trail systems for mountain bikers to utilize gravel and backroads routes in the interim
- Connect Cook County trail system to Lake County trail system

A desire to build trails that serve a diverse range of age and ability was also voiced. As this includes programming that invites users of all kinds to the trails, this physically will call for different types of trail types, from technical trails to flow trails built along an adventurous topography.

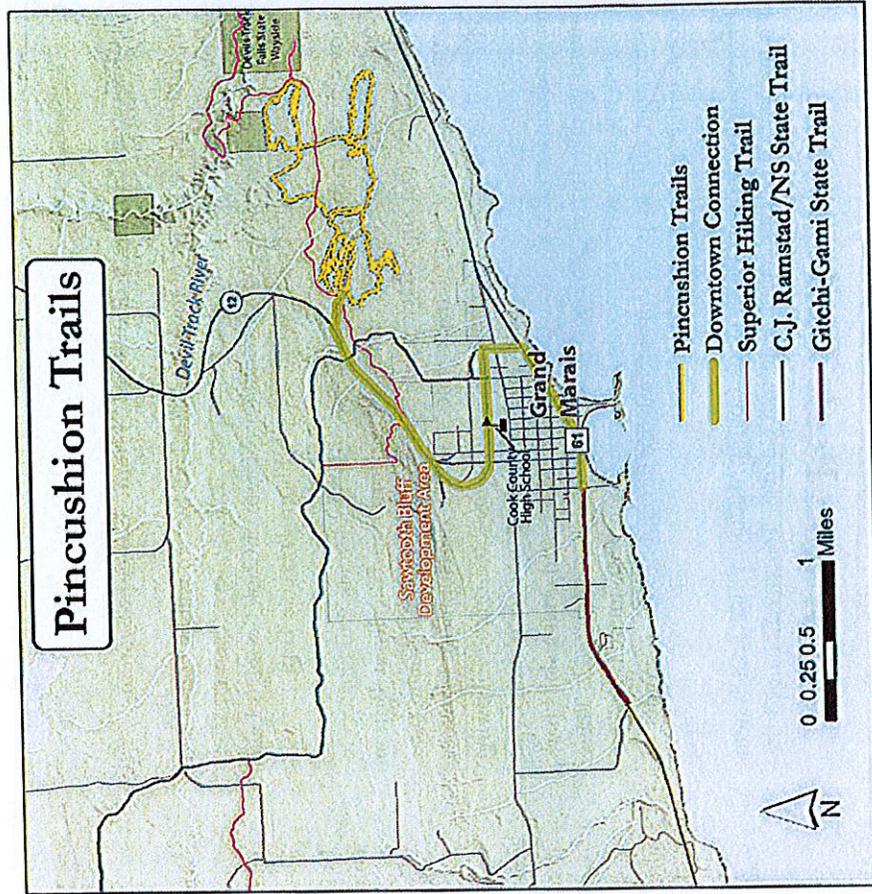


Overview Map Showing Conceptual Cook  
County Mountain Bike Trail System

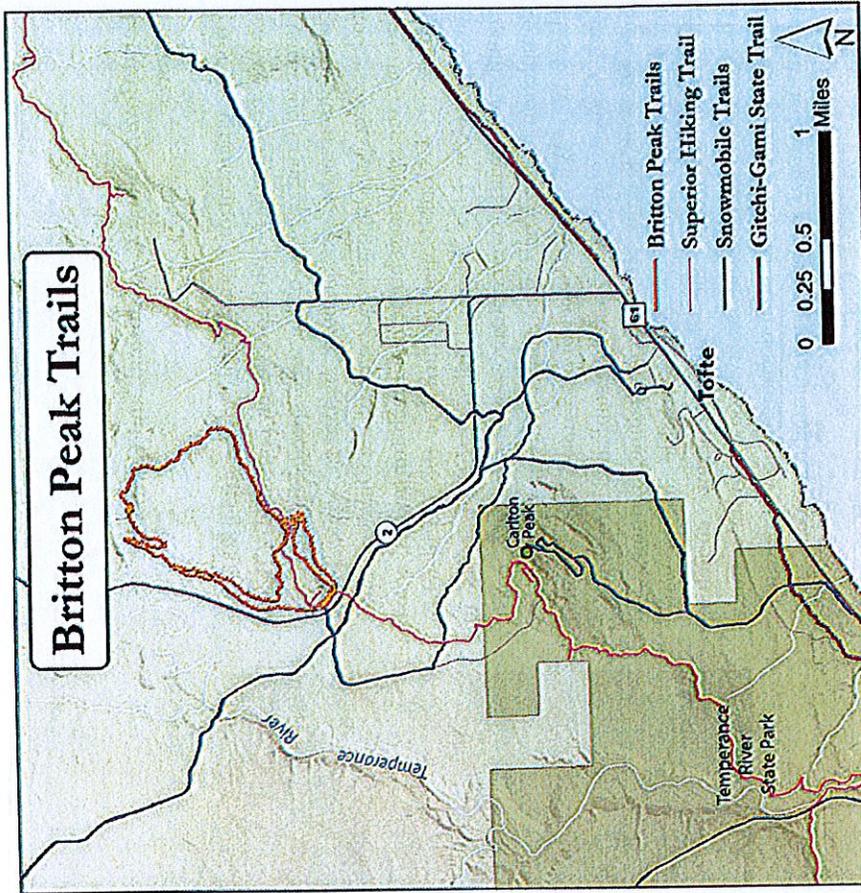
**Cook County Mountain Bike Trail System: Pincushion Mountain/Sawtooth Bluff Development**

Currently, the Pincushion Mountain mountain bike system, which shares access facilities with the Pincushion Mountain ski trail system, is located on the Gunflint Trail just north of Grand Marais and hosts about 10 miles of singletrack trails. However, the area surrounding Pincushion Mountain is slated for development of a recreation area called "Sawtooth Bluff." Presently in its early phases of planning, the idea for Sawtooth Bluff originates in the early 2000s, when local residents and officials recognized the potential of public land just outside the City of Grand Marais (160 city acres, 400 county acres, and federal lands) to be developed into a public recreation destination.

With a desire to include numerous recreational types and facilities at the site, community members in Grand Marais would like to use Sawtooth Bluff development as an opportunity to expand Pincushion Mountain mountain bike trails to at least 25 miles, including gravity trails and a skills park, as well as trailhead facilities, groomed winter trails, and possible bike camping. The site would also serve direct access from the Gitchi-Gami State Trail, downtown Grand Marais, and Cook County High School for use.



## Britton Peak Trails



### Cook County Mountain Bike Trail System: Britton Peak Expansion

Britton Peak, which currently hosts 5.5 miles of singletrack trails, is located just off the Sawbill Trail (now a roadway) just northwest of Toftte. On the ridge above Lake Superior, the area is highly scenic and hosts two major overlooks along the Superior Hiking Trail, with which Britton Peak mountain bike trails currently share parking facilities. Started in 2011 and led by the Sugarbush Trail Association, in partnership with the Superior Cycling Association, the USDA Forest Service, Visit Cook County, and the Town of Toftte, Britton Peak trails now include the aforementioned 5.5 miles of singletrack, with boardwalks and rock gardens, among other features, making the system challenging and unique. To see progress on continued development and expansion of this trail system, visit [http://www.sugarbushtrail.org/bike\\_trails.php](http://www.sugarbushtrail.org/bike_trails.php).

Like Pincushion Mountain, the desire to develop and expand mountain bike facilities to at least 25 miles has also been noted. A specific area of expansion is Carlton Peak, which is just south of the existing system. Britton Peak has also been identified as an area ideal for mountain bike trailhead facilities.

## Ecological/Land Resources Plan

### Land Cover: Natural, Historical, and Cultural Features

Prior to settlement of Cook County in the mid-1800s, the land cover along the North Shore largely consisted of Boreal Hardwood-Conifer Forest. The tree species in this forest classification include aspen, birch, balsam fir, white spruce, and white cedar. Originally the home of the Ojibwe peoples and then the temporary home of French fur traders, actual settlement of Cook County occurred in the 1830s, when migrants from New England moved to Minnesota in conjunction with overpopulation of the east coast, completion of the Erie Canal, and conclusion of the Black Hawk War. With Lake Superior and undeveloped forest land, Cook County was quickly established around the industries of logging, commercial fishing, farming, and tourism, which were especially accessible due to water transportation along the Lake Superior shoreline. Therefore, the presence and preservation of natural features throughout Cook County offer documentation of the area's intertwined natural, historical, and cultural features.



### Natural Resources Management Plan

Efforts along trails within the Cook County Mountain Bike Trail System will prioritize maintaining the integrity of natural land as well as minimizing construction and user impacts throughout its system. In turn, ecological impact will be mitigated by building trails intentionally for mountain biking (utilizing IMBA resources and standards) and introducing trail signage to manage ecological preservation of natural features near trails in Cook County.

Intentionally designing trails for mountain bike use is one of the best strategies to mitigate ecological impacts of this recreation type. Second-hand or poorly-designed mountain bike trails can lead to significant trail erosion, root exposure, and vegetation and soil damage, all of which degrades both rider experience and the environment. Purpose-built trails will ensure that a quality, environmentally-sensitive trail system is built and that construction funds are applied in areas that most need it, especially in areas of high incidence such as the tops of grades.

The International Mountain Bicycling Association (IMBA) has extensive experience and resources in building quality trail systems that preserve natural resources and mitigate trail system impacts. In tailoring trails specifically for mountain bikes, the Superior Cycling Association (an IMBA chapter) can utilize IMBA's resources and, in turn, build trails that

support natural resources near trails. Some examples of building trails by IMBA standards include adhering to the "Half Rule" (trail grade, or steepness, shouldn't exceed half the grade, or steepness, of the hillside) and the "10 Percent Rule" (overall trail grade should be 10 percent or less). In combination with IMBA's vast library of resources, IMBA's tips for trail building will enable the creation of a trail system that mitigates erosion and protects natural resources in conjunction with ecologically sustainable trails.

Management of trail systems through signage also protects natural resources that the Cook County Mountain Bike Trail System seeks to preserve for its overall scenic, historical, and cultural values. Signage can warn riders about trail use in open areas, the level of experience best suited for each trail, and interaction with natural features such as streambanks. This signage is important in minimizing damage to natural resources throughout the trail system area.

In addition, as these efforts will be completed in coordination with the USDA Forest Service and its forestry management efforts, additional measures to ensure best practices in managing natural resources are sure to be applied.

## Programming Plan

As a premier system, the Cook County Mountain Bike Trail System currently hosts programming at its facilities, but seeks to expand opportunities with world-class riding events and to be designated by the International Mountain Bicycling Association (IMBA) as a ride center. The following list outlines existing and future programming efforts by Cook County agencies and non-profits, who will work together to populate a calendar of year-round active programming.

- **Community Mountain Bike Ride** – Organized by the Superior Cycling Association, a veteran rider will take beginner riders of all ages onto mountain bike trails to introduce them to the sport on Cook County's trail system.
- **Bike Rodeo** – Run by Cook County Moving Matters in collaboration with multiple partners, the bike rodeo is an annual event that extends bike safety education to children in the community.
- **Gravel and Adventure Rides** – Utilizing roads and existing trails throughout Cook County, gravel and adventure rides in Cook County are advertised by Visit Cook County and total over 200 miles on forest land.
- **High School Team** – Cook County Senior High School is looking to host a mountain bike team and utilizes existing mountain bike trail clusters.
- **Le Grande du Nord** – Hosted by Heck of the North Productions, this spring mountain bike event centers on gravel riding at two distances, 100 miles and 50 miles, starting and finishing in Grand Marais.
- **Lutsen 99er** – Centered at Lutsen Mountains, this annual race combines single track trail, pavement, snowmobile/ski trail, and gravel into one of Cook County's existing mountain bike events. Serving as a qualifier for the L1100 MTB, the event draws over 1,500 participants and also includes 69er, 39er, 19er, and kids' races.
- **Sawtooth Mountain Challenge** – Hosted at Pincushion Mountain trails, the Superior Cycling Association's flagship race includes categories and routes from six to 21 miles, including races for kids. A number of organized rides also occur in conjunction with this October event.
- **Shuttles** – The linear nature of the proposed trail system may be aided through shuttles that transport trail users back to their vehicles or original point of entry. This may be a private enterprise organized with help from mountain biking partner agencies and non-profits.
- **Trailhead Facilities** – Facilities at "trail hubs," or popular points of entry based on amenities throughout Cook County, will include rustic rest facilities, bike fix-it stations, interpretive signage, signage to highlight the trail system, and parking.
- **Trail Signage** – Trail signage highlighting trail use rules, trail difficulty, and natural features of note will help encourage proper use of the trail system.
- **Winter Use** – A portion of mountain bike trails will be groomed by the Superior Cycling Association for fat tire biking in the winter.
- **Youth Mountain Bike Program** – Run by the Cook County YMCA in Grand Marais, this program teaches kids the basics of mountain biking, including seven sessions that bring the youth onto Cook County mountain bike trails.

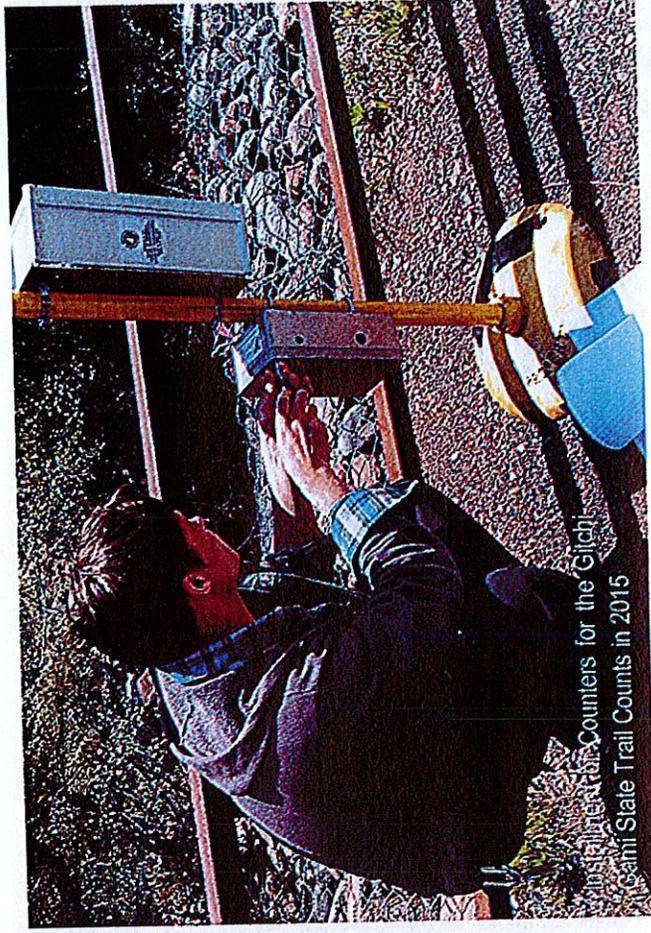
## Research Plan

### Collecting System Usage

The Cook County Mountain Bike Trail System does not currently have a means of collecting information on usage. However, as development of the system occurs, a desire to understand the amount of system users and their needs will call for a Visitor Count and Site Intercept Survey System to be established.

Outlined in Section 6 of the *Greater MN Regional Parks and Trails Strategic Plan*, the protocol for Visitor Counts and Site Intercept Surveys outlines the methodology for conducting studies at a regional facility. This protocol includes a study period between Memorial Day and Labor Day, random sample locations, counts based on trail users, on-site interviews of visitors, and simultaneous administration of visitor counts and surveys. Completed by volunteers through the Superior Cycling Association or its partners, these methods will produce quality information on facility use throughout the year.

In addition to these methods, another opportunity to understand system use is through placing continuous trail counters at entrances to the system. This would be able to register how many recreationists are entering the trail system. A similar method was used to count trail users on the Gitchi-Gami State Trail in 2015.

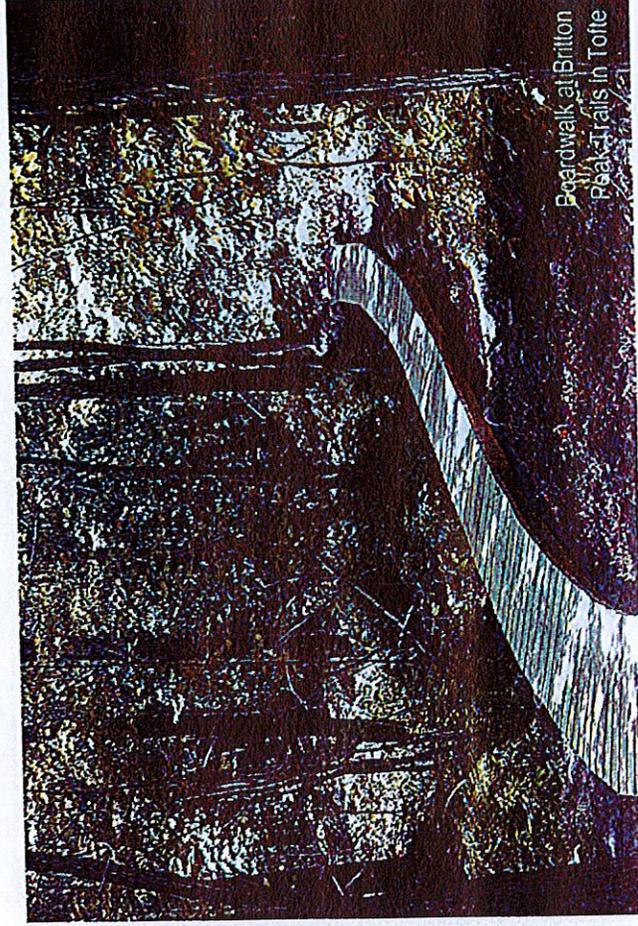


## Implementation, Management, and Sustainability Plan

### Implementation Strategies

Phasing of trail implementation has been a key part of discussion regarding trail implementation by the trail committee. As mountain bike trails are usually designed and built in segments, this implementation strategy will apply to the Cook County Mountain Bike Trail System. In turn, an implementation schedule is presented with plan action steps in Appendix A. During construction, connectivity will also be available through “adventure trails” (i.e. forest service roads) throughout Cook County; a map of available interim trails is presented in Appendix B.

Additional implementation strategy and development priorities connected to the Cook County Mountain Bike Trail System may include sustainability efforts in the physical, operations and management, and ecological aspects of the trail. These aspects are highlighted specifically in the statements and cost projections presented on the following pages.



Credit: Mica Harju, Dirt Candy Designs LLC

### Physical Sustainability

In order for the Cook County Mountain Bike Trail to provide its purpose and meet its goals as a singletrack trail system centered in and connecting Tofta and Grand Marais, use and stewardship of the trail system must occur. Therefore, the Superior Cycling Association (SCA), in partnership with the USDA Forest Service, the State of Minnesota, Cook County, and the City of Grand Marais, will provide services that maintain the facilities created within the Cook County Mountain Bike Trail System. Through creating purpose-built trails and maintaining safe conditions along the trails, SCA will enable mountain bikers to enjoy the trail system for generations to come.

In addition, future projects beyond those outlined in this plan will aim to expand the trail system, make connections to other trail systems, and maintain the trail terrain to ensure visitors return to the system often. These efforts will allow even more people to access a regional facility and embrace meaningful recreational activity in Minnesota.



Erdton Peak Trail  
near Tofta

### Operations and Management Sustainability

Operations and maintenance of the Cook County Mountain Bike Trail System will be the responsibility of Superior Cycling Association, in partnership with the USDA Forest Service, the State of Minnesota, Cook County, and the City of Grand Marais. These operations and maintenance responsibilities will include grooming the trail system throughout the year, ridding the trail of obstructions, generally maintaining the trail, and more. Operations and management for the trail will also be the responsibility of Superior Cycling Association, in partnership with the USDA Forest Service, the State of Minnesota, Cook County, and the City of Grand Marais, which will work to ensure the superior experience of the developing mountain bike trail system.

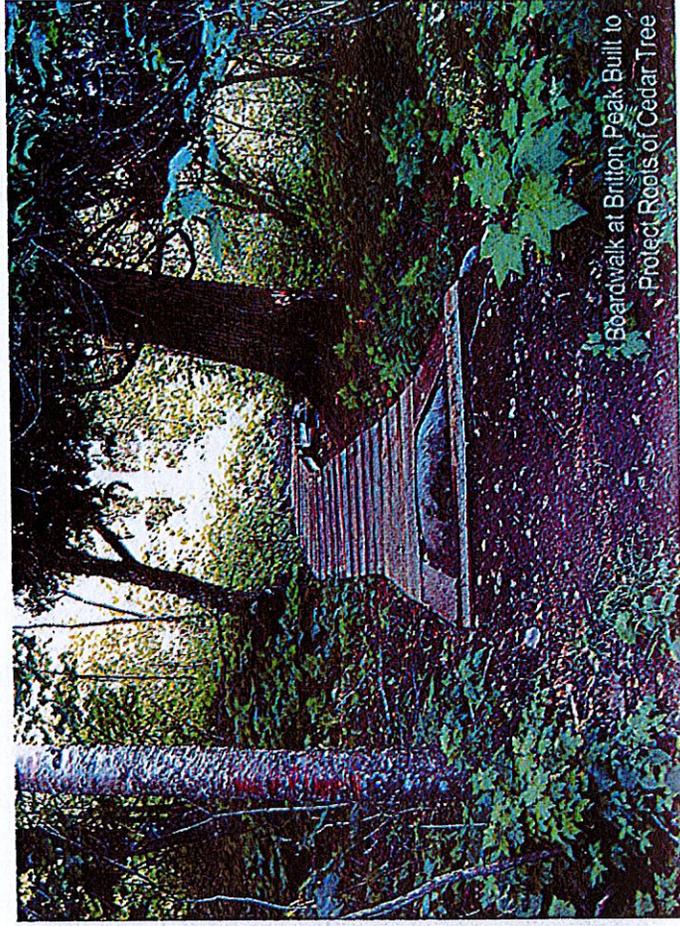
Depending on the land manager/owner of lands crossed by the trail, different policies and regulations for site use affect development. The Superior Cycling Association has worked and will continue to work with entities such as the USDA Forest Service, the State of Minnesota, Cook County, and the City of Grand Marais to be aware and abide by these policies.



Credit: Justin Pszwano

### Ecological Sustainability

The Cook County Mountain Bike Trail System will not only provide an exciting recreation option for the area, but also a facility inherently tied with environmentally-friendly practices. These practices will include the development of quality trail and programming initiatives, such as building where it is ecologically sustainable (i.e. build around vegetation), to ensure use of a system attributed to sustainability. One example of a previous practice to achieve ecological sustainability is the creation of a boardwalk at Britton Peak, which was used to protect the roots of a cedar tree and utilized incorporated a rock into the boardwalk design. In the end, the system's close proximity to scenic land and water resources in northeast Minnesota creates the need to be aware of ecological sustainability, especially when utilizing designated forest land for recreation; working with biologists at the USDA Forest Service will help the Superior Cycling Association and Cook County trail builders reach this goal.



Credit: Sarah Lynch

### Cost Projections

Fortunately, the Cook County Mountain Bike Trail System can utilize existing public land, warranting little to no cost for land acquisition; however, development and maintenance of the system will draw expense. While precise dollar values cannot be calculated for the entire system, maintenance can be estimated at \$200-300 per mile for annual trail upkeep (i.e. weed whipping, leaf blowing etc.), and development can be estimated between \$15k-\$100k per mile (average \$25k for cross-country trails, average \$65k per mile for gravity or flow trails, average \$60 per foot for boardwalk). So, as an example, for a 50 mile-long trail consisting of 75% cross-country, 20% gravity or flow trails, and 5% boardwalk, the estimated price point would be \$2,379,500, with up to \$15,000 in yearly maintenance costs.

As is common with mountain bike facilities, the trail system will rely on phasing through both design and development as different sections of the system are created, which means future project costs may be altered depending on unknown economic factors.



Credit: Justin Pszwano

## SECTION 4: POTENTIAL FUNDING SOURCES

One of the major constraints for a trail system project is funding. Most paved trail segments are built using a combination of federal, state, and local sources. Opportunities available to expand the Cook County Mountain Bike Trail System include, but are not limited to, the following:

- **Greater Minnesota Regional Parks and Trails Commission (GMRPTC) Legacy Amendment Funds:** In 2008, Minnesota voters passed the Clean Water, Land and Legacy Amendment (Legacy Amendment) to the Minnesota Constitution, which increased the state sales tax to partially provide funding for parks and trails development in Minnesota. Established in 2013, the Greater Minnesota Regional Parks and Trails Commission (GMRPTC) took over allocation duties of Legacy Amendment parks and trails funds. Looking to fund regionally significant trails outside of the seven-county metropolitan area, the GMRPTC ranks projects with high, medium, or low merit based on standards set forth in their strategic plan, and then grants regional designation and determines funding recommendations based on these rankings. Find more information at [www.gmrptccommission.org](http://www.gmrptccommission.org).
- **International Mountain Bicycling Association (IMBA) Grants:** Outlining numerous resources, IMBA lists potential funding sources from all levels directed specifically to mountain biking and trail development. Find more information at <https://www.imba.com/resources/grants>.
- **Iron Range Resources and Rehabilitation Board (IRRRB):** Among providing other development opportunities, IRRRB's Culture and Tourism Grant Program supports non-profits by supporting strong arts, culture, heritage and recreational activities in the IRRRB service area, in which Cook County is located. For more information, visit <http://mn.gov/irrb>.
- **Local and Regional Foundations:** A number of foundations that serve Cook County's geographic region offers opportunities for project funding. Some of these foundations include the Arrowhead Electric Cooperative ([www.aecimm.com](http://www.aecimm.com)), the Northland Foundation ([www.northlandfdn.org](http://www.northlandfdn.org)), and the Lloyd K. Johnson Foundation ([www.lloydjohnsonfoundation.org](http://www.lloydjohnsonfoundation.org)).
- **Local Government:** Both the City of Grand Marais and Cook County offer numerous funding opportunities for development and tourism.
- **Minnesota's Lake Superior Coastal Program:** This program funds projects within the Lake Superior coastal zone, which includes the coastal zone in Cook County. These are federal funds that are distributed by the Minnesota Department of Natural Resources. The grants must be matched (50%) by non-federal funds.
- **Regional Trail Grant Program:** Established in Minnesota Statutes 85.019, the Regional Trail Grant Program issues state funds from \$5,000 to \$250,000 to promote development of regionally significant trails outside the seven-county metropolitan area. Administered by the Minnesota Department of Natural Resources, grants are reimbursement-based up to 75 percent of eligible project costs, and recipients must provide a non-state cash match of at least 25 percent. Other state funds or grants, such as Parks and Trails Legacy Grants, cannot match these grants. Find more information at [http://www.dnr.state.mn.us/grants/recreation/trails\\_regional.html](http://www.dnr.state.mn.us/grants/recreation/trails_regional.html).
- **Recreational Trails Program (RTP):** Enacted in July 2012 under the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Recreational Trail Program (RTTP), as a part of Federal surface transportation funding, provides financial assistance for the development and

maintenance of recreational trails and trail-related projects solely located within Minnesota. The grant coordinator works for the Minnesota Department of Natural Resources, and funding is available for acquisition, construction, and management of recreational trail facilities. Find more information at [www.dnr.state.mn.us/grants/recreation/trails\\_federal.html](http://www.dnr.state.mn.us/grants/recreation/trails_federal.html).

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The following information is based on the original manuscript of the report, which is available in the archives of the Minnesota Department of Natural Resources. The report is a detailed study of the natural vegetation of Minnesota at the time of the Public Land Survey (1847-1907). It is based on a comprehensive review of the historical records, including the reports of the surveyors, the maps, and the other documents of the period. The report is divided into two main parts: a description of the natural vegetation of Minnesota at the time of the survey, and a discussion of the changes in the natural vegetation of Minnesota since that time. The first part of the report describes the natural vegetation of Minnesota at the time of the survey in terms of the major plant communities, the distribution of these communities, and the factors that influenced their distribution. The second part of the report discusses the changes in the natural vegetation of Minnesota since that time, and the factors that have influenced these changes. The report is a valuable resource for anyone interested in the natural history of Minnesota, and in the changes in the natural vegetation of the state over time.

APPENDIX A: PLANT COMMUNITIES AND VEGETATION CHANGES

## APPENDIX A: ACTION STEPS AND IMPLEMENTATION SCHEDULE

**Vision:** Develop a 150+ mile, year-round mountain bike trail system and IMBA ride center that serves as a unique Minnesota destination and complements other regional facilities to create an adventure-oriented, experience-driven, and economically- and ecologically-sustainable recreational facility serving all ages and skill levels of existing and future Cook County residents and visitors.

### *Development Plan*

- D1. Support collaboration between bike clubs and the USDA Forest Service to develop a long-range plan for biking trails.** The entities should work to establish a long term plan in order to ensure trail use into the future. This will be the responsibility of the Superior Cycling Association, in collaboration with the Superior National Forest. *Short-term (1-2 years).*
- D2. Subscribe to action items related to mountain bike trails set forth in the Cook County Comprehensive Trails Plan.** These action items are related to trail policies, multi-use trail hubs, and mapping/GIS, the responsibility of which falls on all Cook County trails entities. *Short-term (1-2 years).*
- D3. Promote the use of identified USDA Forest Service Roads as bicycle routes.** Bike entities in Cook County should continue promoting the use of existing forest routes, particularly those routes that connect to existing single track systems, to garner more users and increase the economic impact of mountain biking in Cook County. This will be the responsibility of Visit Cook County, in collaboration with Superior National Forest and Superior Cycling Association. *Short-term (1-2 years).*
- D4. Support trail cluster expansion efforts at Sawtooth Bluff, Pincushion Mountain, Lutsen Mountains, Britton Peak and Carlton Peak.** The Superior Cycling Association should coordinate with proper land managers/owners (i.e. City of Grand Marais, Cook County, USDA Forest Service, State of Minnesota, and private land owners) to ensure high quality trail development at these sites. *Mid-term (3-10 years).*
- D5. Construct a minimum of 50 miles of designated, single track mountain bike trails, and become an IMBA-Designated Ride Center.** The Superior Cycling Association should work to build additional miles of single track and review the IMBA application and work with partners to achieve the necessary requirements. This will be the responsibility of the Superior Cycling Association, in collaboration with IMBA, Cook County, Superior National Forest, and Visit Cook County. *Mid-term (3-10 years).*
- D6. Connect mountain bike destinations with the North Shore Traverse Trail.** The Superior Cycling Association should work to develop trails connecting the Britton Peak, Lutsen, and Pincushion Mountain trail clusters to each other, and eventually connect those trails to Lake County and Duluth systems. They should also consider connecting Pincushion Mountain to Grand Portage and the Canadian border if supported by the Grand Portage Band.

This will be the responsibility of the Superior Cycling Association, in collaboration with Superior National Forest, Lake County, and Cyclists of Gitchee Gumee Shores (COGGS). *Long-term (10+ years).*

### ***Ecological/Land Resources Plan***

**ELR1. Work to mitigate ecological impacts of mountain bike trails by designing and building purpose-built trails specific to mountain bike use.** Intentionally designing trails for mountain bike use is one of the best strategies to mitigate ecological impacts of this recreation type. Second-hand or poorly-designed mountain bike trails can lead to significant trail erosion, root exposure, and vegetation and soil damage, all of which degrades both rider experience and the environment. *Ongoing.*

**ELR2. Coordinate with and utilize resources from the International Mountain Bicycling Association (IMBA) to build quality trail systems that preserve natural resources and mitigate trail system impacts.** The Superior Cycling Association (an IMBA chapter) can utilize IMBA's resources and, in turn, build trails that support natural resources near trails. Some examples of building trails by IMBA standards include adhering to the "Half Rule" and the "10 Percent Rule." *Ongoing.*

**ELR3. Plan and install signage to educate recreationists of proper trail use, which will mitigate impact and preserve the integrity of trails.** Signage can warn riders about the use of trail in open areas, the level of experience best suited for each trail, and interaction with natural features such as streambanks. Trail stakeholders should work with Cook County to adhere to Cook County sign standards. *Mid-term (3-10 years).*

### ***Programming Plan***

**P1. Work with trail partners and/or sponsors to plan and promote events on Cook County mountain bike trails.** Current events include the Le Grande du Nord, the Lutsen 99er, and the Sawtooth Mountain Challenge. With new trails being built, there will be potential for new events that promote the trail system. *Short-term (1-2 years).*

**P2. Promote mountain biking at community events throughout Cook County.** The Superior Cycling Association can coordinate with event organizers to help promote the cycling network throughout the County. This will be the responsibility of the Superior Cycling Association, in collaboration with Visit Cook County, Chamber of Commerce, and Community Event Organizers. *Short-term (1-2 years).*

**P3. Continue to provide and introduce mountain bike trail use through youth programming efforts.** Currently, youth use of mountain bike trails are encouraged through a mountain bike program at the Cook County YMCA, a high school mountain bike team, and an annual community bike rodeo through Cook County Moving Matters. An idea for future programming includes a community bike ride, where a veteran rider takes beginners out on the trails. *Short-term (1-2 years).*

- P4. Continue to support promotion of mountain bike adventure trails to serve as interim connections for the mountain biking system.** These efforts are currently coordinated by Visit Cook County, which will continue to work with partners to update and continue promotion of mountain biking during singletrack trail construction. *Short-term (1-2 years).*
- P5. Identify opportunities for winter trail use.** The Superior Cycling Association should seek out grooming needs for winter riding on existing and future trails throughout Cook County. Currently, there are currently about 10 miles of single track trails at Pincushion Mountain, which shares access with Pincushion Mountain cross-country ski trails. These trails are not currently available or maintained for winter biking, but serve as one possible opportunity for year-round use. *Mid-term / Short-term (1-10 years).*
- P6. Plan and install mountain bike trailhead facilities, and work with other trail organizations to consider collaborating on joint trailhead facilities.** Facilities at “trail hubs,” or popular points of entry based on amenities throughout Cook County, may include rustic rest facilities, bike fix-it stations, interpretive signage, signage to highlight the trail system, and parking. *Mid-term (3-10 years).*
- P7. Consider and evaluate the need for a shuttle service for mountain bikers travelling the future North Shore Traverse Trail.** The linear nature of the trail system may be addressed through shuttles that transport trail users back to their vehicles or original point of entry. A private entity may be contracted to offer these services. *Mid-term / Long-term (3-10+ years).*

### **Research Plan**

- R1. Implement a system to count and interview site visitors in accordance with the Greater Minnesota Regional Parks and Trails Strategic Plan.** Researching trail users can help identify system needs and, as a regionally designated facility, supply information to the Greater Minnesota Regional Parks and Trails Commission. Volunteers, county staff, or members of a non-profit like the Superior Cycling Association can contribute time to collect input from trail users. *Short-term (1-2 years).*
- R2. Consider the use of continuous trail counters to collect quantitative information on trail users.** These trail counters can be placed at the entrances of the bike system to collect the amount of individuals using the trails. *Short-term (1-2 years).*

### **Implementation, Management and Sustainability Plan**

**IMS1. Research and abide by policies and regulations dealing with public land use during trail design and construction.** Different policies and regulations for site use affect development on different kinds of public lands. The Superior Cycling Association has and will continue to work with entities such as the USDA Forest Service, the State of Minnesota, Cook County, and the City of Grand Marais to be aware of and abide by these policies. *Ongoing.*

**IMS2. Communicate and coordinate with other area trail organizations during mountain bike trail design and development.** Numerous trails are present in the corridors of the proposed Cook County Mountain Bike Trail System, and communication and coordination with other trail entities in the area will be key to contributing to a successful county-wide trails system. *Ongoing.*

**IMS3. Mitigate ecological impacts of mountain bike trails by ensuring purpose-built designs and proper upkeep of the trail system.** Proper trail construction is the first step in ensuring ecological sustainability of mountain bike trails. Following up with regularly-scheduled maintenance through grooming and clearing is the second. With proper construction and care, the trail system has the potential to be physically and environmentally sustainable. *Ongoing.*

**IMS4. Maintain Cook County Mountain Bike Trail System's current management structure, which will continue to provide services that maintain and upkeep trail facilities.** Trails are maintained and managed by the Superior Cycling Association, in partnership with the the following land managers/owners: USDA Forest Service, the State of Minnesota, Cook County, and the City of Grand Marais. *Short-term (1-2 years).*

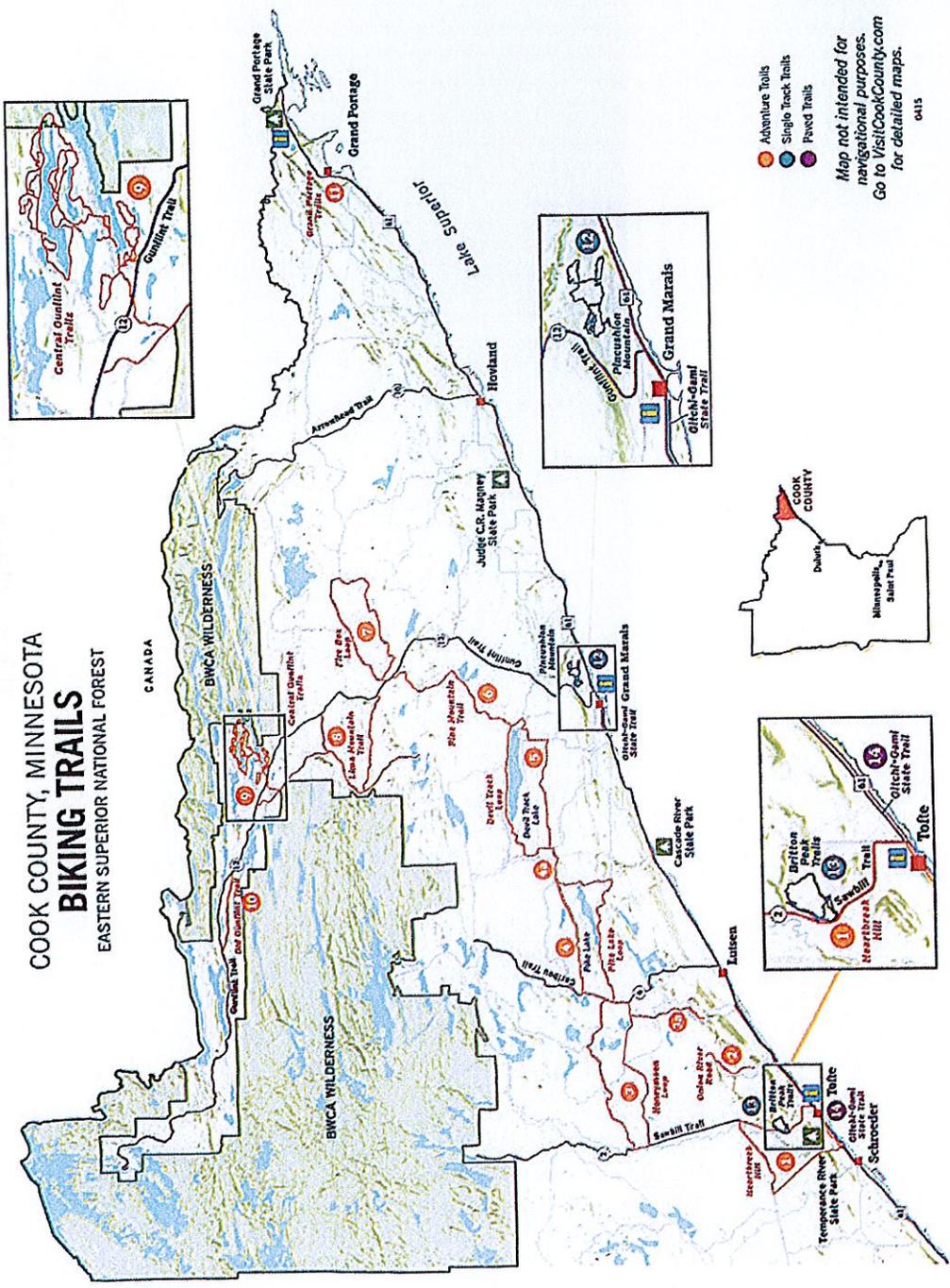
**IMS5. Consider the need to hire an individual, or individuals, to coordinate expanded facilities maintenance.** With 150+ miles of mountain bike trails, it is likely that dedicated coordination of management and maintenance efforts will be needed. As the organization that will maintain the trail system, the Superior Cycling Association would be in charge of managing this individual or team. *Mid-term (3-10 years).*

## APPENDIX B: INTERIM TRAIL SYSTEM

While various agencies and organizations are working to develop facilities that will inspire more recreationists to visit Cook County, existing facilities that can be utilized by mountain bikers – snowmobile trails, forest service and gravel roads, etc. – are being used to build a culture around cycling in its diverse forms. A map demonstrating these various routes can be seen on the next page. Although these facilities could never compare with purpose-built mountain bike trails, they provide an interim system that mountain bikers can utilize until a complete system makes 150+ miles of Cook County singletrack a reality.

For more information on existing facilities utilized by mountain bikers in Cook County, visit <http://www.visitcookcounty.com/plan-your-trip/activities-by-season/summer/biking/>.

**COOK COUNTY, MINNESOTA**  
**BIKING TRAILS**  
 EASTERN SUPERIOR NATIONAL FOREST



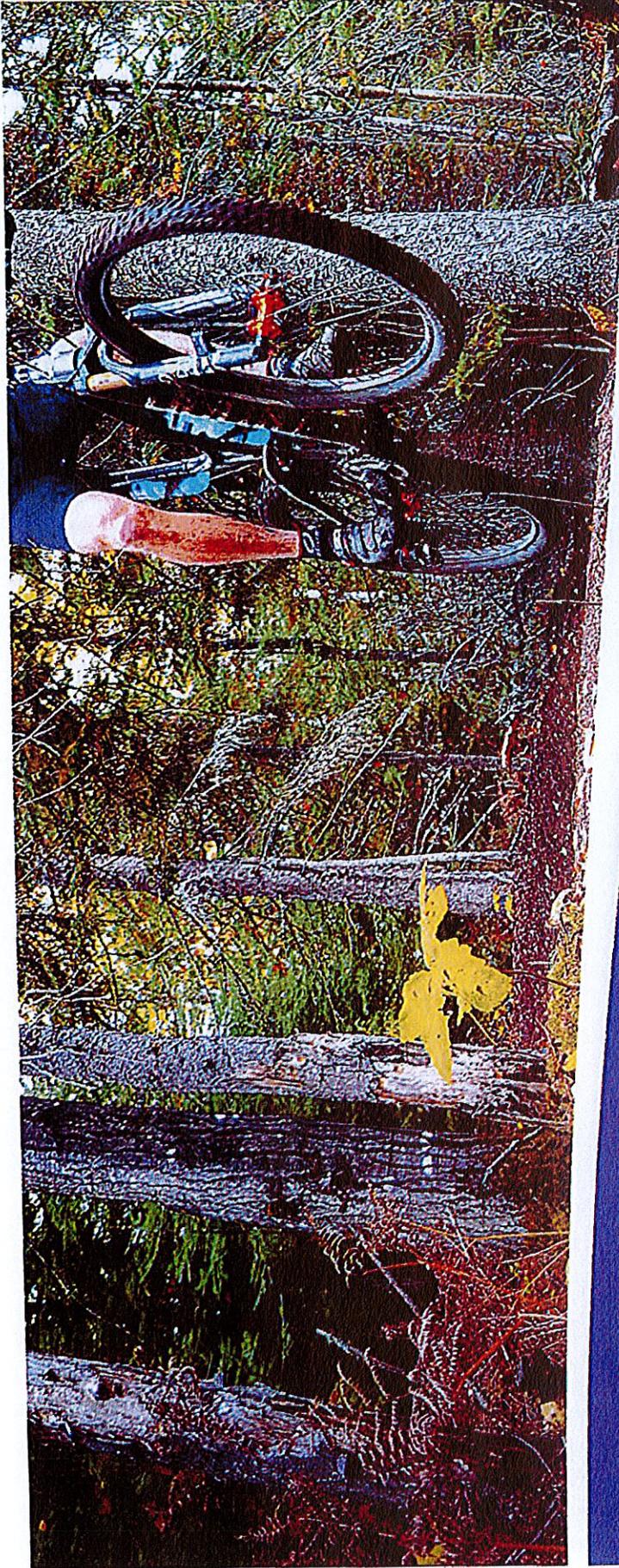
- Adventure Trails
- Single Track Trails
- Paved Trails

Map not intended for navigational purposes. Go to [VisitCookCounty.com](http://VisitCookCounty.com) for detailed maps.

0415



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If you have questions regarding this plan, please contact:

**Russell Habermann**  
Regional Planning Division  
Arrowhead Regional Development Commission  
221 West First Street  
Duluth, MN 55802  
Phone: 218.529.7552  
Fax: 218.529.7592  
[www.arrowheadplanning.org](http://www.arrowheadplanning.org)





## Request for Time

## Before the Board of Commissioners

5.A.

1.	a. Topic or Issue: (As should be listed on agenda) Amendment of CUP to allow garage construction	b. Requested Date: 8/23/2016	c. Amount of time with Board 10 min	Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting Bill Lane	b. Phone: 387-3635	c. Email: bill.lane@co.cook.mn.us	
3.	a. Departments affected: Land Services	b. Department Head: Tim Nelson	c. Dept been contacted? Yes	
4.	a. Has the Board addressed this before? Yes	b. If so, When? Resolution 2015-15	c. What was the result? Approval of Tofte Housing CUP	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified? no			
6.	<b>BOARD ACTION REQUESTED</b> (detail what you seek from the board, including motion/vote): The Planning Commission approved the recent Tofte request to add garages to the Tofte Housing Planned Unit Development. Based on conditions attached to the original CUP (Resolution 2015-15) garages were to be included as an amendment to the CUP. This process was followed and the Planning Commission recommends approval of the amended permit by the Board of Commissioners.			
7.	<b>BACKGROUND AND JUSTIFICATION</b> (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). Please see attached OPZ narrative.			
8.	How will this request affect the County Budget? n/a			
9.	Have funds been budgeted/allocated for this request? n/a			
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.): n/a			

## COUNTY STAFF INFORMATION

Meeting Date Set:	Agenda Item Number:
Auditor-Treasurer Contacted:	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 PLANNING COMMISSION REPORT TO THE BOARD OF COMMISSIONERS

Application date: July 8, 2016

Hearing date: August 10, 2016

Property Description: Part of the SE ¼ of the NE ¼, Section 29, Township 59 North, Range 4 West; Parcel ID: 25-029-1425.

Case: 2016-6CUP

Name: Town of Tofte

P.O. Box 2293

Tofte, MN 55615

Request to amend a Conditional Use Permit to include garage construction within the Tofte Housing Planned Unit Development.

1. The Town of Tofte received a Conditional Use Permit (CUP) in 2015 to establish a Planned Unit Development (PUD), focusing on community housing (Resolution 2015-15).
2. The PUD is situated on a 29.37-acre parcel, adjacent to the Birch Grove Community Center and Good Neighbor Hill Road.
3. The property is contained within the Single Family Residential (R-1).
4. A residential Planned Unit Development (PUD) is identified as a Conditional Use in the R-1 zone district.

---

### Cook County Land Use Guide Plan (2016)

#### Assessment/Housing

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

#### Cook County in 2035

##### General Conditions Throughout Cook County

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

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

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

### West End Community Centers

The three historic community centers of Schroeder, Tofte, and Lutsen continue to strengthen their function as developed centers in the West End, each playing a distinctive role. Tofte is the county's secondary commercial center with a strong commercial and public service hub and a mix of housing contained in a village-like setting. Although Schroeder and Lutsen have some of the same uses and activities, the larger scale of buildings and the greater intensity of uses in Tofte reinforces it as the core village for the West End.

### General Land Use

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

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

---

## Background Review

### Cook County Subdivision Ordinance

#### Section 2.13 Definitions

Planned Unit Development – A type of development having a unified site design for a number of separately owned dwelling units or dwelling sites on a parcel, whether for sale, rent, or lease, and also usually involving clustering of these units or sites to structure types and land uses. These developments may be organized and operated as condominiums, time-share condominiums, cooperatives, full fee ownership, commercial enterprises, or any combination of these, or cluster subdivisions of dwelling units, residential condominiums, townhouses, apartment buildings, campgrounds, recreational vehicle parks, resorts, hotels, motels, and conversions of structures and land uses to these uses.

Planned Unit Development – Residential “Residential planned unit development” means a use where the nature of residency is non-transient and the major or primary focus of the development is not service-oriented. For example, residential apartments, condominiums,

townhouses, cooperatives, and full fee ownership residences would be considered as residential planned unit developments when not used for transient short-term lodging.

---

Section 7 – Cook County Subdivision Ordinance  
Planned Unit Development

7.1 Purpose

Planned Unit Developments allow the subdivision of land into smaller lots than would typically be allowed. Planned Unit Developments allow the County to relax any other performance standards contained herein, or in any other official controls that may apply. They provide a public benefit by allowing construction to be clustered in one part of the property. Utility services can be delivered more efficiently and natural resources are protected. The lot owners can enjoy the use of vacant land for recreation, screening, or any other purpose consistent with the development restrictions in place. The layout can be designed to allow public and private services to be delivered more efficiently than other plats. A Planned Unit Development shall be classified as either a residential or commercial planned unit development according to the definitions in Section 2.

7.2 Restrictions

A. A conditional use permit is required for the entire project before a Preliminary Plat for the whole or any part can be brought forward. Shared ownership of septic systems with a professional maintenance and management system is required, as well as the dedication of at least 50% of the land as dedicated open space.

Density must not exceed a total of 3,000 square feet of inside living space per acre of entire parcel. The density may be increased up to 4,500 square feet of inside living space provided that the following conditions are met:

1. At least 60% of the overall acreage of the property is dedicated as open space; and
2. In shoreland, a minimum of 40% of the lot width at twice the structure setback line is dedicated as open space.

The County may require a lower base density for Planned Unit Developments when it is determined by the County that conditions such as protection of wilderness characteristics, topography, environmental conditions, or other similar site-specific conditions exist that warrant a lower base density.

B. For Commercial Planned Unit Developments, additional inside space may be allowed up to 450 square feet per acre for commercial, retail or recreational purposes.

C. Residential Planned Unit Developments may be placed in the following zone districts:

1. Lake Shore Residential;
2. Resort Commercial/Residential; and
3. Single Family Residential Districts.

D. Commercial Planned Unit Developments may be placed in the following zone districts:

1. General Commercial; and
2. Resort Commercial/Residential.

### 7.5 Conditional Use Permit Application

The application for a conditional use permit will include the following documents:

1. Map of the property under consideration, including property boundaries, 10-foot topography contours, on-site features, roads, lakes, rivers and other relevant features;
2. Map drawings including building locations on site and elevations, proposed uses, number of owner units, and a floor plan for all structures;
3. A concept statement describing how development will be managed & owned, any planned rental of units, and phases, if proposal is to be staged;
4. Parking areas and driveways for both commercial and residential activities, vehicle loading/unloading areas, proposed public road entrances, and projected traffic generation of development;
5. Proposed fire protection;
6. A description of current land use and structures on land and all encumbrances, such as easements or covenants;
7. Open space location, acreage, proposed use, and method of protecting space;
8. Landscape plan showing existing vegetation, proposed alterations, areas proposed for stormwater management;
9. Soil types, and characteristics, such as depth to water table or ledge rock as needed for septic treatment design and hydrologic features including surface water bodies, wetlands and drainage ways;
10. Sewage treatment system location and alternate site location, along with plans;
11. Erosion control plan;
12. Information about availability of public utilities;
13. Proposed homeowner's association agreement including any deed restrictions, covenants, easements, etc.;
14. Water sources and water supply system plans;
15. Evidence of application for appropriate permits, state and federal; and
16. Those additional documents as required by the county.

### 7.8 Design Standards

As part of the plat review process, Planned Unit Developments shall be evaluated for compliance with the following design standards in order to help meet the goals of Cook County:

- A. Housing lots shall be located to minimize their impact on the natural, scenic, economic and cultural/historical resources of the site, and shall adhere to the following provisions:
  1. Lots shall minimize inclusion of wetlands and woodlands;

2. As many lots as possible shall avoid locating near high traffic roads;
3. Lots shall take access from interior streets rather than perimeter roads; and
4. Lots shall be located adjacent to open space areas and near trail accesses.

B. Open space areas shall be designed to the greatest extent possible to:

1. Protect the sites significant resources;
2. Connect with exiting or potential open space areas on adjacent tracts;
3. Connect with existing and future planned public trail and recreation systems; and
4. Provide a buffer to minimize incompatible land uses.

## 7.9 Water and Sewer Systems

A. Water may be provided by individual on-site wells, or by one or more community wells in open space areas, meeting all Minnesota Department of Health requirements.

B. All Planned Unit Developments shall be designed with adequate sewage treatment facilities that meet Minnesota Pollution Control Agency Chapter 7080 standards as well as the following:

1. For Planned Unit Developments of five lots or less, individual sewage treatment systems or a combination of individual and jointly used systems may be used if collectively owned and managed; and
2. Applications requesting more than five individual sewage treatment systems shall only be considered if the applicant can clearly demonstrate an engineering or geographical hardship.

C. Planned Unit Developments shall submit a sewage management plan to Cook County Environmental Health that must be reviewed and approved prior to being recorded with the final plat. The plan shall clearly identify the following:

1. The owner(s) of the shared sewage system;
2. An annual schedule for maintenance, inspection and monitoring of the shared sewage system;
3. A contingency plan in the event of failure of the shared sewage system;
4. A provision describing how the sewage treatment portion of the system will be protected from vehicles, animals, human and other sources of risk;
5. Assignment of responsibility for the management and payment of the shared system;
6. The name and license number of the system's designer; and
7. Clearly describe the sewer design, and or contingency plan and what collection and treatment technologies will be used to insure system longevity and groundwater protection.

A conditional use is an activity or use that would not be appropriate if allowed outright in any number; but which if controlled as to number, location and activity, could be consistent with the Comprehensive Plan and not be injurious to the public health, safety or general welfare. The review of each proposed use must determine that it will or will not be compatible with the standard of this article and if it is found to be, must attach conditions to insure this continued compatibility.

#### Sec. 10.05 General Criteria and Requirements

All classes of conditional use permits may be approved only upon a showing by the applicant that the standards and criteria stated in this section will be satisfied. Since by definition a conditional use is a special use not generally appropriate within the zone district, the applicant bears the burden of demonstrating a right to the permit by making such a showing. Absent such a showing, the Planning Commission shall not recommend approval of the application.

- B. A conditional use permit may be granted on upon finding all of the following:
1. The use conforms to the land use or comprehensive plan of the county;
  2. The use is compatible with the existing neighborhood;
  3. The use will not impede the normal and orderly development and improvement in the surrounding area of uses permitted by right in the zone district; and
  4. The location and character of the proposed use is considered to be consistent with a desirable pattern of development for the area.

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#### *Considerations*

In 2015, the Cook County Board of Commissioners approved a Conditional Use Permit for the Town of Tofte, allowing the creation of a Planned Unit Development focusing on the construction of senior housing on its property adjacent to the Birch Grove School (Resolution 2015-15). Construction was originally intended to begin in 2015, but a combination of internal and external political factors resulted in a delay in the project and ultimately, a change in the direction of the PUD from senior housing to general housing.

At the time of the original CUP's processing, the potential for garage construction was discussed. Given an established "time crunch" and the expressed desire by the Town to get construction started in 2015, the OPZ recommended proceeding with the housing as the basic tenet of the CUP and if desired, adding garages later as an amendment to the CUP. Based upon this suggestion, Condition 5 was incorporated into the CUP approval.

Even with the addition of garages, site enhancement will result in minimal changes to the acreage dedicated to open space and the amount of impervious surface on the parcel. Garage location will be in an area originally dedicated for parking and therefore, the open space component of the PUD still approaches 70%

This CUP amendment does not appreciably change either the focus or direction of Tofte's desire to provide affordable housing for its permanent or seasonal residents. The PUD still "fits" within guidance and tenets of the Land Use Guide Plan and conditions attached to the original CUP. The inclusion of garages represents a modification to construction plans but otherwise, should not impede build-out of the Tofte Housing project.

1. All conditions attached to the original CUP (Resolution 2015-15) shall remain valid.
2. All permits shall be submitted and approved prior to the initiation of housing and garage construction.
3. If site or construction plans are further modified, documents shall be amended by the applicants.
4. All zone district requirements, shall be met during build-out.

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Thirty-four letters of notification were sent to adjacent property owners. At the time of this narrative preparation, no comments were received in the Office of Planning and Zoning.

#### Planning Commission Meeting Review

Following the OPZ review, Tofte Town Supervisor and Project Manager Jeanne Larson indicated "there continued to be delays in the project", suggesting the Township's ability to operate as a housing manager remained locked in the Minnesota Legislature and could be addressed only through the initiation of a Special Session. Failing that, Ms. Larson suggested project start-up would have to occur during the next regular session of the Minnesota Legislature, meaning construction would likely be delayed until the spring of 2017.

Adjacent property owner Mary Somnis inquired about the "lighting plan for the development and whether it would affect the dark skies over Tofte?" In response, Chair Barton asked Mr. Lane about the lighting as a "concern." Lane replied that unlike the Holiday Store, the area of the proposed housing was outside of the Tofte Design Review District and accordingly, not subject to review by the Tofte Design Review Board. Finally, he indicated the lighting had not been brought into the review of the PUD or earlier permitting.

Ms. Larson responded that "the original parking area was going to have downward-directed lighting for safety and now the garages are going there..." She continued that darkness and safety should both be given consideration.

Lane interjected that the Land Use Guide Plan did mention the impacts of "noise and lighting" should be given merit in land use decisions.

Mr. Barton closed the meeting to the public and opened it to Commission members. Commissioner Gervais inquired about lighting, and whether that would "be considered as part of the permit?" Director Nelson replied that CUPs do have standards assigned and that no lighting standards were attached to the original housing CUP.

Gervais added that “this is a large development and CUP and there could be impacts.”

Chair Barton interjected that “this is a request for the addition of garages...” suggesting that lighting restrictions “could eventually be attached to the land use permit.”

Ms. Larson then stated they “want to do this once, and that we can include some kind of lighting for the garages that would be part of the construction plan.” Adding “it’s not going to be (much) different from the original plans.”

Commissioner Doo-Kirk suggested that lighting may “be a consideration because their insurance may require specific lighting because they are renting.”

Commissioner Seaton stated “the County needs to address lighting” but “this request for a CUP amendment has digressed to lighting and not the addition of garages.”

Director Nelson followed the discussion to suggest that the amendment was about garages and “that we can include a condition...or the Planning Commission can bring this back for a review.”

With subsequent encouragement from Chair Barton, Commissioner Gervais offered a motion to approve the amended CUP request with the prescribed four conditions. The motion was seconded by Commissioner Hiniker and approved unanimously by the Planning Commission with the recommendation the Board of Commissioners also approve the Town of Tofte request.

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

**NO.**

**ADOPTED**

---

**BY COMMISSIONER:**

**RESOLUTION NO.**

**COOK COUNTY BOARD OF COMMISSIONERS  
RESOLUTION OF FINDING AND RECOMMENDATION**

**BE IT RESOLVED**, that upon recommendation of the Cook County Planning Commission, and after public hearing duly held on August 10, 2016, the following amendment of a Conditional Use Permit (Resolution 2015-15) is granted, subject to the noted conditions:

Town of Tofte: Request to amend a Conditional Use Permit to include garage construction within the Tofte Housing Planned Unit Development. Parcel ID: 25-029-1425. Property description: Part of the SE ¼ of the NE ¼, Section 29, Township 59 North, Range 4 West.

**CONDITIONS ON BACK SIDE OF THIS PAGE**

**BE IT FURTHER RESOLVED**, that the County Auditor is directed to file a certified copy of this resolution with the County Recorder.

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

Ayes:

Nays:

Absent:

1. No land use permits shall be approved until all requirements of the PUD application are met.
2. Commercial uses of the property shall be prohibited.
3. No wetlands impacts may occur without approval from the Cook County wetland authority.
4. Landscape Preservation Standards (Section 5.06; Cook County Zoning Ordinance) shall be applied to the property.
5. If site or construction plans are modified, documents shall be amended by the applicants.
6. All zone district requirements including setbacks, shall be met during build-out.

---

**STATE OF MINNESOTA  
COUNTY OF COOK  
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 \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2014, 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      day of      A.D., 2014.

**COUNTY AUDITOR,**

**BY**

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

NO.

ADOPTED

---

BY COMMISSIONER:

RESOLUTION NO. 2015-15

**COOK COUNTY BOARD OF COMMISSIONERS  
RESOLUTION OF FINDING AND RECOMMENDATION**

**BE IT RESOLVED**, that upon recommendation of the Cook County Planning Commission, and after public hearing duly held on February 10, 2015 the following **Conditional Use Permit** is granted, subject to the noted conditions:

Town of Tofte: Request for a Conditional Use Permit to establish a residential Planned Unit Development on property adjacent to the Birch Grove Community Center and Good Neighbor Hill Road. Parcel ID: 25-029-1425. Property description: Part of the SE ¼ of the NE ¼, Section 29, Township 59 North, Range 4 West.

CONDITIONS ON BACK SIDE OF THIS PAGE

**BE IT FURTHER RESOLVED**, that the County Auditor is directed to file a certified copy of this resolution with the County Recorder.

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

Ayes:  
Nays:  
Absent:

1. No land use permits shall be approved until all requirements of the PUD application are met.
2. Commercial uses of the property shall be prohibited.
3. No wetlands impacts may occur without approval from the Cook County wetland authority.
4. Landscape Preservation Standards (Section 5.06; Cook County Zoning Ordinance) shall be applied to the property.
5. If site or construction plans are modified, documents shall be amended by the applicants.
6. All zone district requirements including setbacks, shall be met during build-out.

---

**STATE OF MINNESOTA  
COUNTY OF COOK  
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 \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2014, 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      day of      A.D., 2014.

**COUNTY AUDITOR,**

**BY**



COOK COUNTY  
OFFICE OF PLANNING & ZONING

WILLIAM H. LANE, P&Z ADMINISTRATOR  
411 W. 2<sup>ND</sup> ST.  
GRAND MARAIS, MN 55604  
PHONE: (218) 387.3635 FAX: (218) 387.3042  
e-mail: bill.lane@co.cook.mn.us

June 15, 2016

Joe Jurewicz, P.E.  
MSA Professional Services, Inc.  
332 West Superior Street, Suite 600  
Duluth, MN 55802

Dear Mr. Jurewicz,

On February 10 2015, the Cook County Board of Commissioners approved a Conditional Use Permit (CUP) for the establishment of a Planned Unit Development (PUD) in Tofte on February 10, 2015. Conditions attached to the permit included:

1. No land use permits shall be approved until all requirements of the PUD application are met.
2. Commercial uses of the property shall be prohibited.
3. No wetlands impacts may occur without approval from the Cook County wetland authority.
4. Landscape Preservation Standards (Section 5.06; Cook County Zoning Ordinance) shall be applied to the property.
5. If site or construction plans are modified, documents shall be amended by the applicants.
6. All zone district requirements including setbacks, shall be met during build-out.

Since the 2015 approval, the "senior housing" component of the PUD was replaced by a conceptual "public housing component". In addition to modifying intended usage, the new site plan includes garage units for the development. On June 14, 2016, the Office of Planning and Zoning (OPZ) received an application from the Town of Tofte for what has been described on the application as "Development of housing community (rental) operated by township housing authority" Based upon the Tofte submittal, a review of the application by the OPZ found the following deficiencies:

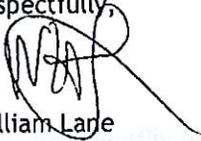
1. Payment of the \$300.00 processing fee was not included.
2. Page 1, Line 2: no phone number;
3. Page 1, Line 5: no phone number, no parcel id;
4. Page 1 Line 6: no response for length of property ownership;
5. Page 2, "Site Depiction": information pertaining to "all structures and accurate distances from property lines, roadways and other property features" are not included as part of submittal;
6. Page 2: Please describe the proposed conditional or Interim Use: The response here should be directed towards amendment of the CUP to reflect inclusion of garage units for the development.
7. Page 3: Does your permit meet criteria established by the Land Use Guide Plan of Cook County and the Cook County Zoning Ordinances? Please describe: This should include specific citations. I am unclear where "chapter 3" is from.
8. Page 3: Include any further comments that might clarify your situation to the Planning and Zoning staff and to the Planning commission: mention is made of proposed garage

units. However, garage plans are not included, nor is how the proposed construction will impact open space components of the PUD.

While we make every effort to facilitate the processing of all permit requests, a completed application is a consistent threshold for placement on the Planning Commission agenda. For the July 13<sup>th</sup> meeting, the deadline for submitting a complete application was June 1. At this point, you can opt to wait for the August 10 Planning Commission meeting, or you can request a special meeting of the Commission, with a target date of July 27. Please be aware that should you opt for a special meeting, the applicant shall be responsible for all meeting expenses.

Moving forward, please do not hesitate to contact me should you have any questions, comments or concerns.

Respectfully,



William Lane  
Planning and Zoning Administrator

Cc: Jeanne Larson, Tofte Town Supervisor  
Tim Nelson, Director, Office of Planning and Zoning

<b>COOK COUNTY, MINNESOTA</b> <b>APPLICATION FOR CONDITIONAL USE/INTERIM USE PERMIT</b> <b>FEE: \$300.00</b> <i>Please note: There is a first of the month application deadline for inclusion on the subsequent month's Planning Commission agenda</i>	Date: <u>July 1, 2016</u>
	Parcel ID: <u>250271423</u>
	Case #: <u>2016-LCUP</u>
	Fee Paid: <u>\$300.00</u>

A **conditional use** is an activity or use that would not be appropriate if allowed outright in any number; but which if controlled as to number, location and activity, could be consistent with the Comprehensive Plan and not be injurious to the public health, safety or general welfare. The review of each proposed use must determine that it will or will not be compatible with the standard of this article and if it is found to be, must attach conditions to insure this continued compatibility.

An **interim use** is a temporary use of property until a particular date, until the occurrence of a particular event or until zoning regulations no longer permits it.

**Instructions**

Prior to submitting your application, you must speak with the Office of Planning and Zoning to discuss your Conditional Use or Interim Use permit request. The application itself should be presented in a clear and concise manner, and should include a demonstration of how your request fits within Cook County Land Use Guide Plan and Zoning Ordinance constraints. In addition, you must include a **legal description** of the property (obtainable from the Cook County Recorder's Office). **All information or data requests must be filled out completely or your application will be returned as incomplete.** If you have any questions about filling out this application, please call the Office of Planning and Zoning at (218) 387-3630.

**Please fill out the following (all information must be included):**

Property Owner: <u>TOWN OF TOFTE</u>	E-mail: <u>larsonjeanne@gmail.com</u>	
Legal Address: <u>PO Box 2293</u>	Phone Number:	
City: <u>TOFTE</u>	State: <u>MN</u>	ZIP Code: <u>55615</u>
Local Property Address: <u>21 GOOD NEIGHBOR HILL</u>	Zone District of Property: <u>R-1</u>	
Local Phone Number	Parcel ID:	
How long have you owned the property?		
Parcel Acreage: <u>29.37</u>		
Is your property located on a lake or river?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If you answered Yes, what is the name of the lake or river?		
What is the classification of the lake or river?		

**Current Use of the Property (check all that apply)**

Vacant: <input checked="" type="checkbox"/>	Business: <input type="checkbox"/>	Resort: <input type="checkbox"/>
Permanent Residence: <input type="checkbox"/>	Seasonal Residence: <input type="checkbox"/>	Recreational Use Only: <input type="checkbox"/>

**Site Depiction**

Attach a separate map or sketch plan of the site, including *all structures* on your property and *accurate distances from property lines, roadways, and other property features.*

**Conditional Use/Interim Use Questionnaire (may be answered as a separate narrative)**

Please keep in mind that the Planning Commission members, to whom this application is being presented, may not have personal experience or understanding of your intended property use. You will want to give a **full description of the proposed use or operation** and how it will benefit Cook County.

Also, please note that a *Conditional* or *Interim Use Permit* may be granted only upon finding **all** of the following:

1. The use conforms to the land use or comprehensive plan of the county;
2. The use is compatible with the existing neighborhood;
3. The use will not impede the normal and orderly development and improvement in the surrounding area of uses permitted by right in the zone district; and,
4. The location and character of the proposed use is considered to be consistent with a desirable pattern of development for the area.

Please describe the proposed Conditional or Interim Use:

DEVELOPMENT OF HOUSING COMMUNITY (RENTAL) OPERATED BY TOWNSHIP HOUSING AUTHORITY

What is the expected duration of the permitted use?

PERMANENT

Where will this use or operation be conducted?

AS SHOWN ON ATTACHED PLANS - JUST NORTH OF BIRCH GROVE SCHOOL

How will this use or operation be conducted (i.e., season of operation; hours of operation)?

24 HRS / DAY; 365 DAYS PER YEAR. RESIDENTS ARE EXPECTED TO BE FULL YEAR AND/OR SEASONAL

Describe what property development, building construction, and land use or other permitting will be needed to conduct this operation:

EXCAVATION, CLEARING, BLASTING / ROCK REMOVAL, FOUNDATION POURING, MASS GRADING, UTILITY CONSTRUCTION (INCLUDING SEPTIC), BUILDING CONSTRUCTION, LANDSCAPING

Does your permit meet criteria established by the Land Use Guide Plan of Cook County and the Cook County Zoning Ordinances? Please describe:

YES, THE ADDITION OF HOUSING STOCK (PARTICULARLY RENTAL) IS IDENTIFIED AS A NEED (CHAPTER 3)

Will the proposed use have an adverse effect on adjacent properties?

NONE IS FORESEEN. ADJACENT USES ARE RESIDENTIAL AND SCHOOL.

Will the proposed use impact water quality, air quality, or other shared resources?

STORMWATER DETENTION / FILTRATION IS PROVIDED. NO OTHER SIGNIFICANT OR PERMANENT IMPACTS ARE EXPECTED.

Does the proposed use require permits from other permitting sources (i.e., state, federal)?

STATE (NPDES MPCA)

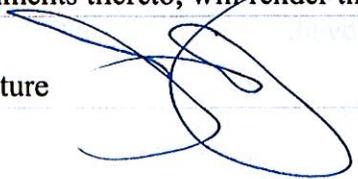
Include any further comments that might clarify your situation to the Planning and Zoning staff and to the Planning Commission:

PROPOSED USAGE IS SAME COMPARED TO APPROVED USE IN 2015. ONLY CHANGE INCLUDES PROPOSED GARAGE UNITS PROVIDED FOR RESIDENT RENTAL.

### Signature Page

I hereby certify with my signature that all data on my application forms, plans, and charts are true and correct to the best of my knowledge. I understand further that falsification of this application or any attachments thereto, will render this application and subsequent permits invalid.

Signature



Date

6/13/16



PROFESSIONAL SERVICES

More ideas. Better solutions.

June 24, 2016

Bill Lane  
Cook County Planning and Zoning  
Cook County Courthouse  
411 W. 2nd Street  
Grand Marais, MN 55604

Re: Town of Tofte Housing Plans  
MSA Project: 16575000

Dear Bill:

Pursuant to your comments on June 16, 2016, please find this submittal as a response to the additional information requested in that letter. Responses to individual items are coordinated to your comments, first by section related to the February 2015 approval:

1. Acknowledged.
2. No commercial use was planned on-site and no commercial use is planned with this revision to the original plan.
3. No additional wetland impacts are proposed.
4. Landscaping plans were submitted with the 2015 submittals and no changes have been proposed. The plantings in this plan are planned in and around the cluster of residential units and the proposed garage additions will have no impact on the previously approved plan.
5. The proposed site and construction plans have been altered to include the proposed garages only. The additions only cause a very minor addition of less than 500 sf of paved area and a small grading revision to the NW area of the parking lot to accommodate the units. No other significant changes are being made.
6. Acknowledged.

The additional comments related to the 2016 submittal:

1. The \$300 fee will be hand-delivered to the P&Z office by the Town.
2. The local phone number is: 218-663-7423
3. The local phone number is 218-663-7423, the property ID is: 25-029-1425re
4. The town has owned the property since 2006.
5. Please see the revised site plan, sheet ST-2, depicting setbacks from the proposed additional garage structure. The garage has a minimum setback of 184' at a minimum to the rear property line. The residential units have not moved.

*Offices in Illinois, Iowa, Minnesota, and Wisconsin*

332 WEST SUPERIOR STREET, SUITE 600 • DULUTH, MN 55802  
(218) 722-3915 • (800) 777-7380 • FAX: (218) 722-4548  
www.msa-ps.com

6. The Town intends on revising the 2015 approved CUP to include the garage units for use by the residents, with one reserved for the use in maintaining the facility (i.e. lawn mower, snow removal, etc.). The proposed garage units replace some of the parking spaces present on the original plan and the original spaces were intentionally oversized to allow a later structure with County approval. The total number of spaces has not been reduced.
7. I've added details as discussed, related to the Land Use Plans and Zoning Ordinance below:  
**Cook County Land Use Plan:** The development provides a needed units and is centered in a desired future location within the R-1 zoning district. It also impacts approximately 2 acres of a 29 acre site, providing minimal impacts to the property as a whole.  
**Cook County Subdivision Ordinance:**  
Section 2.13: Development is organized as a cluster of duplex rental units, with associated parking. The addition of the garage units is compatible with the original approval to provide a residential PUD on-site.  
Section 7.1: The development continues to provide a benefit by clustering the proposed units, which means less impact in the property as a whole. The addition of the garage units replaces some of the originally proposed parking spaces, which were intentionally oversized to allow for this in the future, with County approval.  
Section 7.2: Professional management is being provided for and copied to the County under separate cover. Mr. Whitmyer will be providing maintenance until such as time as the Township decides to pursue local management by a qualified professional. Density will not be affected as the proposed addition of the garage units does not include additional units on the parcel. The garage units would be 4,300 sf but would provide significantly less impact as the site of the garages was originally planned to be parking spaces. The spaces being replaced were intentionally oversized from the design standard to accommodate this future revision with minimal impact to the surroundings. The open space on the parcel remains significantly higher than 60% per County code.  
Section 7.5: Revised drawings, specifically the site plan and grading plan, have been included with the application. The parking areas on the submitted plans include the minor changes in sizing due to the request for constructing garages. All other features, proposed homes, access, on-site well and septic demands, traffic demands as well as other permits would not need any revision due to these additions.  
Section 7.8: The existing property minimized the impacts to the site itself, clustering development. The proposed revision utilizes area already planned for parking and simply provides garages for the units in a separate structure on this area. A very small additional paved area will be provided to provide entry into the last stalls. The available open space and impacted area will be minimized by the development footprint.

Bill Lane  
June 24, 2016

**Section 7.9:** The entire water and sewer system will be provided by private well and septic system, previously approved. The proposed revisions will make no changes to the proposed demands for water or sewer on the parcel. Under separate cover, Matrix Soils and System will oversee maintenance and management.

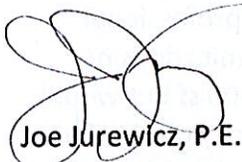
8. Construction level details or elevations are not available for the garage at this time. The garages are planned to be bid as a design-build and utilize the same architectural style and color scheme as represented in the buildings area designed with. The original approved architectural elevations are included with this packet for reference. The planned garages are shown as 12 feet by 24 feet and accommodate a small storage area for resident's usage. The total proposed building is 4,300 square feet.

I believe these comments will resolve the remaining issues from your letter and are consistent with our conversation. As I mentioned, the Clerk of the Township will be delivering the application fee. Attached to this letter is the exhibit we discussed, showing the garages, and also a revised site plan showing the dimensions to the property lines.

Should you have any remaining questions, please do not hesitate to call or email me at 218-499-3176 or [jjurewicz@msa-ps.com](mailto:jjurewicz@msa-ps.com).

Sincerely,

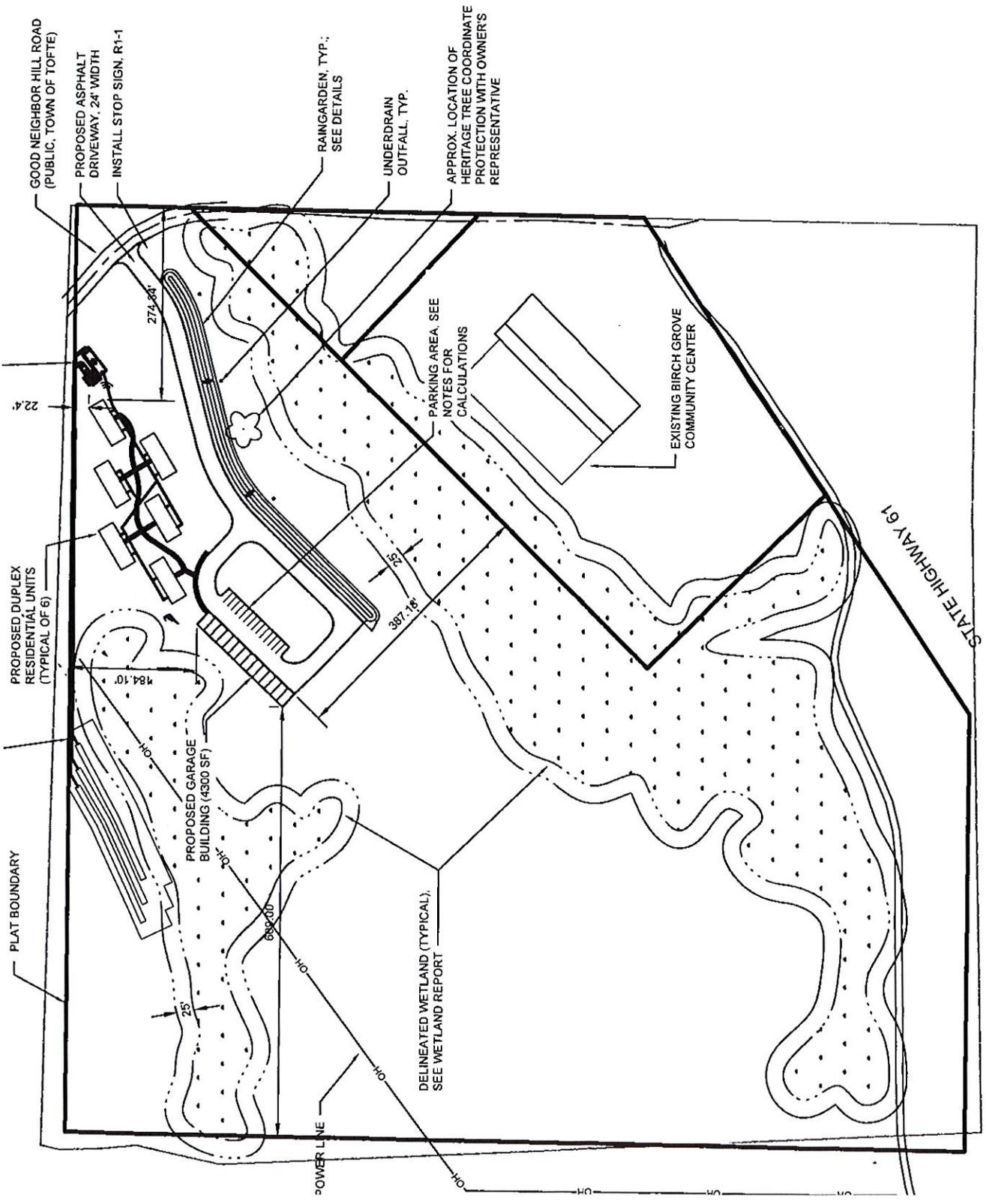
MSA Professional Services, Inc.



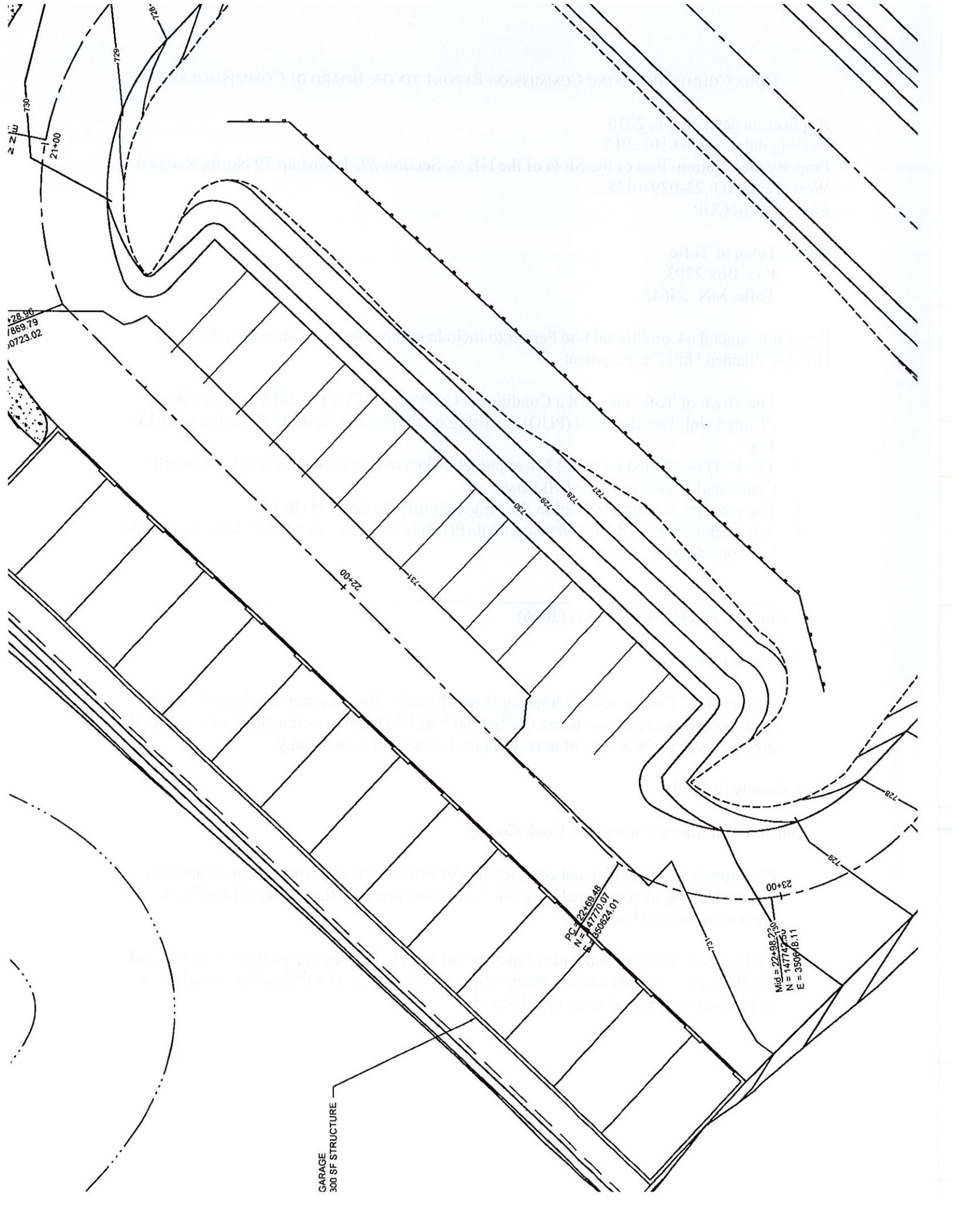
Joe Jurewicz, P.E.  
Project Manager

JJJ/grs  
Encl.

1. SITE AREA:  
 TOTAL SITE AREA: 39.44 AC (INC 29.37 AC (HO 0.21 AC GARAGES: 0.10 AC PAVEMENT: 1.75 AC RAIN GARDEN: 0.23 AC  
 SETBACKS:  
 VARIES, AVE: 750 FT (RESI 609 FT (GARA 22 FT (RESIDI 184 FT (GARA  
 LOT WIDTH: REAR YARD: SIDE YARD: ROAD:  
 STATE HIGHWAY: PRIVATE GARAGES: COUNTY ROAD: OTHER PUBLIC ROADS:  
 PARKING CALCULATIONS: 1 SPACE PER CODE REQUIRED: 12 UNITS = 12 PROVIDED: 15 SPACES (8 14 GARAGES, 1 ACCESSIBLE: 1 VAN-ACCES 1 VAN-ACCES
2. PROPOSED DUPLEX RESIDENTICES, PC SHOWN. REFER TO ARCHITECTURAL P SURVEY PROPERTY LINES SHOWN CO SURVEYING, INC. CONTRACTOR IS RES THE FIELD.  
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XISTING GITCHI-GAMI TRAIL  
 MAINTAINED BY MINNESOTA DNR



730

21+00

28.96  
1869.79  
0723.02

22+00

730

729

728

727

PC 22+22.188.48  
N = 1477.42  
E = 3509.6.11

23+00

MIG = 22+98.230  
N = 1477.42  
E = 3509.6.11

GARAGE  
300 SF STRUCTURE

731

728

729

## COOK COUNTY PLANNING COMMISSION REPORT TO THE BOARD OF COMMISSIONERS

Application date: July 8, 2016

Hearing date: August 10, 2016

Property Description: Part of the SE ¼ of the NE ¼, Section 29, Township 59 North, Range 4

West: Parcel ID: 25-029-1425.

Case: 2016-6CUP

Name: Town of Tofte

P.O. Box 2293

Tofte, MN 55615

Request to amend a Conditional Use Permit to include garage construction within the Tofte Housing Planned Unit Development.

1. The Town of Tofte received a Conditional Use Permit (CUP) in 2015 to establish a Planned Unit Development (PUD), focusing on community housing (Resolution 2015-15).
2. The PUD is situated on a 29.37-acre parcel, adjacent to the Birch Grove Community Center and Good Neighbor Hill Road.
3. The property is contained within the Single Family Residential (R-1).
4. A residential Planned Unit Development (PUD) is identified as a Conditional Use in the R-1 zone district.

---

### Cook County Land Use Guide Plan (2016)

#### Assessment/Housing

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

### Cook County in 2035

#### General Conditions Throughout Cook County

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

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

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

#### West End Community Centers

The three historic community centers of Schroeder, Tofte, and Lutsen continue to strengthen their function as developed centers in the West End, each playing a distinctive role. Tofte is the county's secondary commercial center with a strong commercial and public service hub and a mix of housing contained in a village-like setting. Although Schroeder and Lutsen have some of the same uses and activities, the larger scale of buildings and the greater intensity of uses in Tofte reinforces it as the core village for the West End.

#### General Land Use

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

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

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### Background Review

#### Cook County Subdivision Ordinance

##### Section 2.13 Definitions

Planned Unit Development – A type of development having a unified site design for a number of separately owned dwelling units or dwelling sites on a parcel, whether for sale, rent, or lease, and also usually involving clustering of these units or sites to structure types and land uses. These developments may be organized and operated as condominiums, time-share condominiums, cooperatives, full fee ownership, commercial enterprises, or any combination of these, or cluster subdivisions of dwelling units, residential condominiums, townhouses, apartment buildings, campgrounds, recreational vehicle parks, resorts, hotels, motels, and conversions of structures and land uses to these uses.

Planned Unit Development – Residential “Residential planned unit development” means a use where the nature of residency is non-transient and the major or primary focus of the development is not service-oriented. For example, residential apartments, condominiums,

townhouses, cooperatives, and full fee ownership residences would be considered as residential planned unit developments when not used for transient short-term lodging.

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Section 7 – Cook County Subdivision Ordinance  
Planned Unit Development

7.1 Purpose

Planned Unit Developments allow the subdivision of land into smaller lots than would typically be allowed. Planned Unit Developments allow the County to relax any other performance standards contained herein, or in any other official controls that may apply. They provide a public benefit by allowing construction to be clustered in one part of the property. Utility services can be delivered more efficiently and natural resources are protected. The lot owners can enjoy the use of vacant land for recreation, screening, or any other purpose consistent with the development restrictions in place. The layout can be designed to allow public and private services to be delivered more efficiently than other plats. A Planned Unit Development shall be classified as either a residential or commercial planned unit development according to the definitions in Section 2.

7.2 Restrictions

A. A conditional use permit is required for the entire project before a Preliminary Plat for the whole or any part can be brought forward. Shared ownership of septic systems with a professional maintenance and management system is required, as well as the dedication of at least 50% of the land as dedicated open space.

Density must not exceed a total of 3,000 square feet of inside living space per acre of entire parcel. The density may be increased up to 4,500 square feet of inside living space provided that the following conditions are met:

1. At least 60% of the overall acreage of the property is dedicated as open space; and
2. In shoreland, a minimum of 40% of the lot width at twice the structure setback line is dedicated as open space.

The County may require a lower base density for Planned Unit Developments when it is determined by the County that conditions such as protection of wilderness characteristics, topography, environmental conditions, or other similar site-specific conditions exist that warrant a lower base density.

B. For Commercial Planned Unit Developments, additional inside space may be allowed up to 450 square feet per acre for commercial, retail or recreational purposes.

C. Residential Planned Unit Developments may be placed in the following zone districts:

1. Lake Shore Residential;
2. Resort Commercial/Residential; and
3. Single Family Residential Districts.

D. Commercial Planned Unit Developments may be placed in the following zone districts:

1. General Commercial; and
2. Resort Commercial/Residential.

#### 7.5 Conditional Use Permit Application

The application for a conditional use permit will include the following documents:

1. Map of the property under consideration, including property boundaries, 10-foot topography contours, on-site features, roads, lakes, rivers and other relevant features;
2. Map drawings including building locations on site and elevations, proposed uses, number of owner units, and a floor plan for all structures;
3. A concept statement describing how development will be managed & owned, any planned rental of units, and phases, if proposal is to be staged;
4. Parking areas and driveways for both commercial and residential activities, vehicle loading/unloading areas, proposed public road entrances, and projected traffic generation of development;
5. Proposed fire protection;
6. A description of current land use and structures on land and all encumbrances, such as easements or covenants;
7. Open space location, acreage, proposed use, and method of protecting space;
8. Landscape plan showing existing vegetation, proposed alterations, areas proposed for stormwater management;
9. Soil types, and characteristics, such as depth to water table or ledge rock as needed for septic treatment design and hydrologic features including surface water bodies, wetlands and drainage ways;
10. Sewage treatment system location and alternate site location, along with plans;
11. Erosion control plan;
12. Information about availability of public utilities;
13. Proposed homeowner's association agreement including any deed restrictions, covenants, easements, etc.;
14. Water sources and water supply system plans;
15. Evidence of application for appropriate permits, state and federal; and
16. Those additional documents as required by the county.

#### 7.8 Design Standards

As part of the plat review process, Planned Unit Developments shall be evaluated for compliance with the following design standards in order to help meet the goals of Cook County:

- A. Housing lots shall be located to minimize their impact on the natural, scenic, economic and cultural/historical resources of the site, and shall adhere to the following provisions:
  1. Lots shall minimize inclusion of wetlands and woodlands;

2. As many lots as possible shall avoid locating near high traffic roads;
  3. Lots shall take access from interior streets rather than perimeter roads; and
  4. Lots shall be located adjacent to open space areas and near trail accesses.
- B. Open space areas shall be designed to the greatest extent possible to:
1. Protect the sites significant resources;
  2. Connect with exiting or potential open space areas on adjacent tracts;
  3. Connect with existing and future planned public trail and recreation systems; and
  4. Provide a buffer to minimize incompatible land uses.

## 7.9 Water and Sewer Systems

A. Water may be provided by individual on-site wells, or by one or more community wells in open space areas, meeting all Minnesota Department of Health requirements.

B. All Planned Unit Developments shall be designed with adequate sewage treatment facilities that meet Minnesota Pollution Control Agency Chapter 7080 standards as well as the following:

1. For Planned Unit Developments of five lots or less, individual sewage treatment systems or a combination of individual and jointly used systems may be used if collectively owned and managed; and
2. Applications requesting more than five individual sewage treatment systems shall only be considered if the applicant can clearly demonstrate an engineering or geographical hardship.

C. Planned Unit Developments shall submit a sewage management plan to Cook County Environmental Health that must be reviewed and approved prior to being recorded with the final plat. The plan shall clearly identify the following:

1. The owner(s) of the shared sewage system;
2. An annual schedule for maintenance, inspection and monitoring of the shared sewage system;
3. A contingency plan in the event of failure of the shared sewage system;
4. A provision describing how the sewage treatment portion of the system will be protected from vehicles, animals, human and other sources of risk;
5. Assignment of responsibility for the management and payment of the shared system;
6. The name and license number of the system's designer; and
7. Clearly describe the sewer design, and or contingency plan and what collection and treatment technologies will be used to insure system longevity and groundwater protection.

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## Cook County Zoning Ordinance Article 10 Conditional Use Permits

### Sec. 10.02 Purpose

A conditional use is an activity or use that would not be appropriate if allowed outright in any number; but which if controlled as to number, location and activity, could be consistent with the Comprehensive Plan and not be injurious to the public health, safety or general welfare. The review of each proposed use must determine that it will or will not be compatible with the standard of this article and if it is found to be, must attach conditions to insure this continued compatibility.

#### Sec. 10.05 General Criteria and Requirements

All classes of conditional use permits may be approved only upon a showing by the applicant that the standards and criteria stated in this section will be satisfied. Since by definition a conditional use is a special use not generally appropriate within the zone district, the applicant bears the burden of demonstrating a right to the permit by making such a showing. Absent such a showing, the Planning Commission shall not recommend approval of the application.

- B. A conditional use permit may be granted on upon finding all of the following:
1. The use conforms to the land use or comprehensive plan of the county;
  2. The use is compatible with the existing neighborhood;
  3. The use will not impede the normal and orderly development and improvement in the surrounding area of uses permitted by right in the zone district; and
  4. The location and character of the proposed use is considered to be consistent with a desirable pattern of development for the area.

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#### *Considerations*

In 2015, the Cook County Board of Commissioners approved a Conditional Use Permit for the Town of Tofté, allowing the creation of a Planned Unit Development focusing on the construction of senior housing on its property adjacent to the Birch Grove School (Resolution 2015-15). Construction was originally intended to begin in 2015, but a combination of internal and external political factors resulted in a delay in the project and ultimately, a change in the direction of the PUD from senior housing to general housing.

At the time of the original CUP's processing, the potential for garage construction was discussed. Given an established "time crunch" and the expressed desire by the Town to get construction started in 2015, the OPZ recommended proceeding with the housing as the basic tenet of the CUP and if desired, adding garages later as an amendment to the CUP. Based upon this suggestion, Condition 5 was incorporated into the CUP approval.

Even with the addition of garages, site enhancement will result in minimal changes to the acreage dedicated to open space and the amount of impervious surface on the parcel. Garage location will be in an area originally dedicated for parking and therefore, the open space component of the PUD still approaches 70%

This CUP amendment does not appreciably change either the focus or direction of Tofte's desire to provide affordable housing for its permanent or seasonal residents. The PUD still "fits" within guidance and tenets of the Land Use Guide Plan and conditions attached to the original CUP. The inclusion of garages represents a modification to construction plans but otherwise, should not impede build-out of the Tofte Housing project.

1. All conditions attached to the original CUP (Resolution 2015-15) shall remain valid.
2. All permits shall be submitted and approved prior to the initiation of housing and garage construction.
3. If site or construction plans are further modified, documents shall be amended by the applicants.
4. All zone district requirements, shall be met during build-out.

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Thirty-four letters of notification were sent to adjacent property owners. At the time of this narrative preparation, no comments were received in the Office of Planning and Zoning.

#### Planning Commission Meeting Review

Following the OPZ review, Tofte Town Supervisor and Project Manager Jeanne Larson indicated "there continued to be delays in the project", suggesting the Township's ability to operate as a housing manager remained locked in the Minnesota Legislature and could be addressed only through the initiation of a Special Session. Failing that, Ms. Larson suggested project start-up would have to occur during the next regular session of the Minnesota Legislature, meaning construction would likely be delayed until the spring of 2017.

Adjacent property owner Mary Somnis inquired about the "lighting plan for the development and whether it would affect the dark skies over Tofte?" In response, Chair Barton asked Mr. Lane about the lighting as a "concern." Lane replied that unlike the Holiday Store, the area of the proposed housing was outside of the Tofte Design Review District and accordingly, not subject to review by the Tofte Design Review Board. Finally, he indicated the lighting had not been brought into the review of the PUD or earlier permitting.

Ms. Larson responded that "the original parking area was going to have downward-directed lighting for safety and now the garages are going there..." She continued that darkness and safety should both be given consideration.

Lane interjected that the Land Use Guide Plan did mention the impacts of "noise and lighting" should be given merit in land use decisions.

Mr. Barton closed the meeting to the public and opened it to Commission members. Commissioner Gervais inquired about lighting, and whether that would "be considered as part of the permit?" Director Nelson replied that CUPs do have standards assigned and that no lighting standards were attached to the original housing CUP.

Gervais added that “this is a large development and CUP and there could be impacts.”

Chair Barton interjected that “this is a request for the addition of garages...” suggesting that lighting restrictions “could eventually be attached to the land use permit.”

Ms. Larson then stated they “want to do this once, and that we can include some kind of lighting for the garages that would be part of the construction plan.” Adding “it’s not going to be (much) different from the original plans.”

Commissioner Doo-Kirk suggested that lighting may “be a consideration because their insurance may require specific lighting because they are renting.”

Commissioner Seaton stated “the County needs to address lighting” but “this request for a CUP amendment has digressed to lighting and not the addition of garages.”

Director Nelson followed the discussion to suggest that the amendment was about garages and “that we can include a condition...or the Planning Commission can bring this back for a review.”

With subsequent encouragement from Chair Barton, Commissioner Gervais offered a motion to approve the amended CUP request with the prescribed four conditions. The motion was seconded by Commissioner Hiniker and approved unanimously by the Planning Commission with the recommendation the Board of Commissioners also approve the Town of Tofte request.

## Request for Time

## Before the Board of Commissioners

5.B.

1.	a. Topic or Issue: (As should be listed on agenda) CUP for internal illumination display, Tofte Holiday	b. Requested Date: 8/23/2016	c. Amount of time with Board 15	Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting Bill Lane	b. Phone: 3635	c. Email: bill.lane@co.cook.mn.us	
3.	a. Departments affected: Planning and Zoning	b. Department Head: Tim Nelson	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? n/a			
6.	<b>BOARD ACTION REQUESTED</b> (detail what you seek from the board, including motion/vote): <p>The Holiday Store in Tofte has requested a Conditional Use Permit (CUP) to allow the installation of signage incorporating internal illumination. In addition, they will change the store from mercury halogen lighting to Light Emitting Diodes (LED). LEDs represent a new direction in advertisement and as such, are identified as a condition use in the Cook County Sign Ordinance. The Planning Commission weighed its decision on an involved discussion, including feedback from the Town of Tofte and the Tofte Design Review Board. The Commission voted unanimously to approve the request and forwarded a recommendation for approval to the Board of Commissioners.</p>			
7.	<b>BACKGROUND AND JUSTIFICATION</b> (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). Please see attached OPZ narrative			
8.	How will this request affect the County Budget? n/a			
9.	Have funds been budgeted/allocated for this request? n/a			
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.): n/a			

## COUNTY STAFF INFORMATION

Meeting Date Set:			Agenda Item Number:		
Auditor-Treasurer Contacted:			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"/>

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

**NO.**

**ADOPTED**

---

**BY COMMISSIONER:**

**RESOLUTION NO.**

**COOK COUNTY BOARD OF COMMISSIONERS  
RESOLUTION OF FINDING AND RECOMMENDATION**

**BE IT RESOLVED**, that upon recommendation of the Cook County Planning Commission, and after public hearing duly held on August 10, 2016, the following Conditional Use Permit is granted, subject to the noted conditions:

Mike Quaife, dba Holiday Store, Tofte: Request for a Conditional Use Permit to install internally illuminated light emitting diode (LED) displays at its Tofte store.

Legal Description: *See Attached Exhibit A.*

**Permit Conditions on back page of Resolution**

**BE IT FURTHER RESOLVED**, that the County Auditor is directed to file a certified copy of this resolution with the County Recorder.

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

Ayes:  
Nays:  
Absent:

1. A Cook County sign permit shall be applied for and approved as part of store/sign enhancements.
2. No moving light LED displays may be integrated into Holiday signage.
3. All components of the display, including color and safety parameters must comply with the Cook County Sign Ordinance.
4. The TDRB is encouraged to review displays and provide feedback to Holiday Companies regarding illumination during non-business hours.
5. The OPZ shall review the new lighting configuration one month after its implementation.
6. This permit shall be reviewed by the Planning Commission one-year after its approval.

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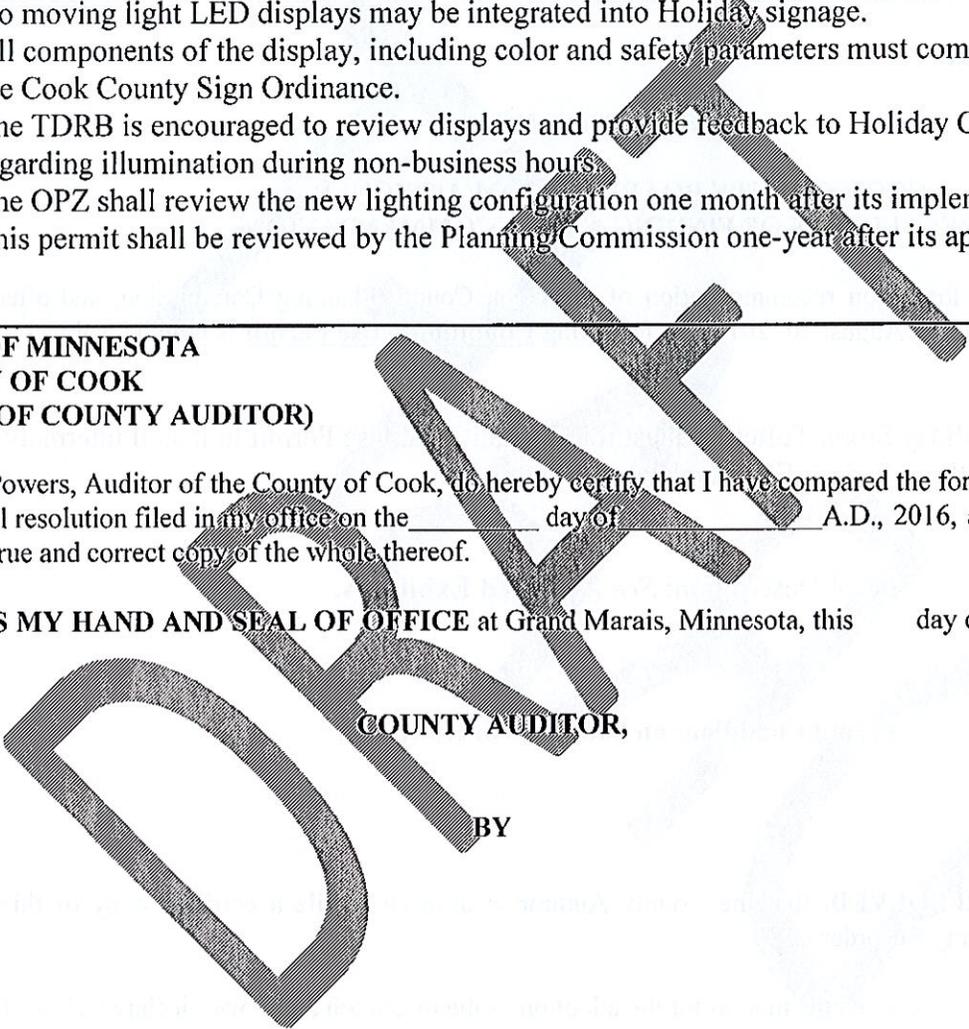
STATE OF MINNESOTA  
 COUNTY OF COOK  
 OFFICE OF COUNTY AUDITOR)

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 \_\_\_\_\_ day of \_\_\_\_\_ A.D., 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 \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2015.

COUNTY AUDITOR,

BY



**COOK COUNTY PLANNING COMMISSION REPORT TO THE BOARD OF COMMISSIONERS**

Submitted: July 1, 2016

Planning Commission Hearing date: August 10, 2016

Property description: Part of the Southwest ¼ of the Southeast ¼ Northwest ¼, Section 28,  
Township 59 North, Range 4 West.

Parcel ID: 25-021-4323

Case #: 2016-5CUP

Name: Holiday Companies

Attention: Mike Quaife

7235 West Highway 61

Tofte, MN 55615

Request for a Conditional Use Permit to install internally illuminated light emitting diode (LED) displays at its Tofte store.

---

**Sec. 10.02 Purpose**

A conditional use is an activity or use that would not be appropriate if allowed outright in any number; but which if controlled as to number, location and activity, could be consistent with the Comprehensive Plan and not be injurious to the public health, safety or general welfare. The review of each proposed use must determine that it will or will not be compatible with the standard of this article and if it is found to be, must attach conditions to insure this continued compatibility.

**Sec. 10.05 General Criteria and Requirements**

- A. All classes of conditional use permits may be approved only upon a showing by the applicant that the standards and criteria stated in this section will be satisfied. Since by definition a conditional use is a special use not generally appropriate within the zone district, the applicant bears the burden of demonstrating a right to the permit by making such a showing. Absent such a showing, the Planning Commission shall not recommend approval of the application.
- B. A conditional use permit may be granted on upon finding all of the following:
1. The use conforms to the land use or comprehensive plan of the county;
  2. The use is compatible with the existing neighborhood;
  3. The use will not impede the normal and orderly development and improvement in the surrounding area of uses permitted by right in the zone district; and
  4. The location and character of the proposed use is considered to be consistent with a desirable pattern of development for the area.
- C. When in the opinion of the Planning Commission a conditional use permit may result in a material adverse effect on the environment the applicant may be requested by the Planning Commission to demonstrate the nature and extent of the effect.

Sec. 1.02 Intent

The primary intent of this Ordinance shall be to regulate signs of a commercial nature that are intended to be viewed from any vehicular or pedestrian right-of-way.

Because of Cook County's unique environmental settings and awareness, and its reliance on tourism, it is further the intent of this Ordinance to encourage quality and aesthetics in the size, design and materials used for the construction of signs, and to enhance the overall appearance and image of the area, and to assure that the public is not endangered by the unsafe or disorderly use of signage. This includes the intent to promote public health, safety, and welfare by limiting hazardous or distracting signage and by allowing clear informational and directional signage in the right-of-way.

Further objectives of these regulations are to ensure compatibility of signs with surrounding land uses, to protect property values in all districts, to protect the public investment in streets and highways, to promote the safety and recreational value of public travel, to strengthen the economy and to improve the appearance of the County. It is also the intent of the Office of Planning and Zoning personnel to assist individuals in further clarification of the provisions of this Ordinance should they have questions.

Sec. 2.21

**Illuminated Sign:** A sign lighted by or exposed to artificial lighting, either by lights on or in the sign or directed towards the sign. Further definitions are:

- A. **Illuminated Sign – External:** means a sign which is affected by an artificial source of light which is not contained within the sign itself.
- B. **Illuminated Sign – Internal:** means a sign which is illuminated by a source of light contained within the sign itself.
- C. **Illuminated Sign – Flashing:** means any externally or internally illuminated sign which exhibits changing natural or artificial light or color effects by any means whatsoever.

Sec. 2.23

**LED Sign:** A sign in which an array of light-emitting diodes can be selectively activated to display numerical and alphabetical information.

Sec. 2.35

**Roof Sign:** A sign that is mounted on the roof of a building or which is wholly dependent upon a building for support and which projects above the point of the building with a flat roof, the eave line of a building with a gambrel, gable, or hip roof, or the deck line of a building with a mansard roof. Roof shingle designs that spell out words are also roof signs.

Sec. 2.36

**Sign[KCN1]:** Any device, fixture, or placard using graphic image and/or written copy displayed for informational or communicative purposes. See Article 7 for types of signs.

Sec. 4.05

**Sign Illumination:** Any new internally illuminated sign must obtain a Conditional Use Permit, in accordance with Article 10 of the Cook County Zoning Ordinance, prior to a sign permit being issued.

Sec. 7.07 LED Signs

The following LED signs are allowed by Conditional Use Permit:

Date, time and temperature displays

Gas station pricing displays

B. LED lights can be used to externally illuminate a sign, in accordance with Sec. 4.05, and do not require a Conditional Use Permit.

C. LED lights intended for internal illumination within a sign display require a Conditional Use Permit. See Sec. 4.05 Sign Illumination, part A.

Sec. 8.03 Resort and Commercial Zone Districts - Maximum On-premise Sign Area

A. The total surface area of all business signs for a particular business property shall not exceed 0.5 square feet per lineal foot of lot frontage area, or 50 square feet in area, whichever is greater.

B. The maximum square footage allowed for a single business for all its on premise signs shall not exceed 300 square feet. An Interim Use Permit is required for business signs exceeding the maximum allowed square footage. A change to the sign display requires an amendment to the Interim Use Permit.

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

*Review of conditional uses and rezoning must evaluate impacts on, but not limited to: relationship to land use plan, benefit to the overall community, adjacent use, air and water quality, traffic generation, public safety and health, area aesthetics, and economic impact on area (Guiding Principles, General Land Use: Land use Guide Plan for Cook County. 2016. Page 29, #12).*

*Support views from public roads, especially Highway 61, that are dominated by the natural setting with most forms of development unobtrusive, allowing view corridors from the development (Guiding Principles, Natural Features and Environmental Concerns; Land Use Guide Plan for Cook County. 2016. Page 30, #21).*

*Minimize adverse impacts of noise and night lighting on adjacent properties and land uses (Guiding Principles, Natural Features and Environmental Concerns; Land Use Guide Plan for Cook County. 2016. Page 30, #23).*

*Develop sign ordinance that allows for varying standards along different road corridors (Guiding Principles, Design and Scale of Development; Land Use Guide Plan for Cook County. 2016. Page 32, #48).*

*Land use related decisions shall recognize the need to duly consider the rights and responsibilities of the general public good with the corresponding rights and responsibilities of the individual (Guiding Principles, Administrative and Intergovernmental; Land Use Guide Plan for Cook County. 2016. Page 35, #77).*

*Ensure County zoning ordinance language meets the actual conditions found in the county and where necessary, work with the State to change existing rules to meet Cook County conditions (Action Program, Land Use Regulations and Administration; Land Use Guide Plan for Cook County. 2016. Page 38, #1).*

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## Considerations

The Tofte Holiday Store is a franchise operation of Holiday Companies, based in Bloomington, Minnesota. The franchise is owned by Mike Quaife and has been in business since 1994. The store itself is open from 6 AM until 10 PM. The current lighting display at the Tofte Holiday is “mercury vapor heavy” suggesting it is not the most energy-efficient or viewer-friendly for advertisement or required corporate branding.

Because the store is situated within the Tofte Design Review Board’s (TDRB) jurisdiction, proceeding to the Planning Commission necessarily required a hearing before the TDRB. At that hearing held June 29, 2016, the Holiday Store proposal was presented to the TDRB by Brian Olson, the store manager.

In general, the Holiday request was met by the TDRB with little concern; most of it based on the level of lighting for the new display. Mr. Olson indicated the size and configuration of the current advertisement will not change and that the store opted to forego a display on the east side of the store. He also indicated the blue perimeter lights on the primary sign would not be installed.

TDRB member Scott Berry noted that Holiday had previously (1993) complied with the Board’s direction, including a reduction in lighting at the pumps. He made a motion to approve the request for the LED lighting, including removal of the eastern, store-front display and removal of the blue banner lighting on the entryway sign. He further stipulated that the lighting levels not be increased and that Holiday “work with the Township on the light level.”

Town Supervisor Paul James asked if the lighting could be turned down when the station is not open. Mr. Olson responded by asking for patience while he determines the proper dimming and lighting configurations. The motion to approve the Holiday Companies request was approved unanimously by the TDRB.

Returning to the Planning Commission, the Holiday request is not unusual, given the uniform branding of its franchise stores. Several components of the Tofte CUP, however, make oversight difficult. First, the County does not have an ability to rigorously evaluate the brightness of the displays; second, any feedback on the display will be highly subjective. Because of the

subjectivity, the OPZ recommends the continued involvement of the TDRB as a reviewing entity to provide feedback on the lighting.

We received no comments from the Minnesota Department of Transportation (MNDOT). In the past, however, MNDOT has indicated they would situationally respond to LED advertisement or displays that present safety concerns along the Highway 61 corridor.

If approved, the following conditions may be applied to this CUP:

1. A Cook County sign permit shall be applied for and approved as part of store/sign enhancements.
2. No moving light LED displays may be integrated into Holiday signage.
3. All components of the display, including color and safety parameters must comply with the Cook County Sign Ordinance.
4. The TDRB is encouraged to review displays and provide feedback to Holiday Companies regarding illumination during non-business hours.
5. The OPZ shall review the new lighting configuration one month after its implementation.
6. This permit shall be reviewed by the Planning Commission one-year after its approval.

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Thirty-four letters of notification were sent to adjacent property owners. At the time of this narrative preparation, one written comment was received from Dennis Rysdahl (enclosed). In addition, two phone inquiries were received. In both cases, the callers expressed concern about the level of lighting during hours outside of business hours.

#### Planning Commission Meeting Review

Following the OPZ review, Chair Barton opened the meeting to the public. Holiday Store manager Brian Olsen stated that “the big thing is everything will remain the same...the light is dimmable and shouldn’t cause any concerns. There will be new LEDs replacing the mercury vapor lighting under the canopy. The roadside sign...no changes other than it will be internally lit with LEDs and the (fuel) numbers will be lit by LEDs.”

Chair Barton sought additional public comments. Jeanne Larson, a Town of Tofte Supervisor and member of the TDRB stated “Holiday has spent a great deal of time and effort in trying to work with the community...we had quite a bit of discussion about dimming the lights at night and we will monitor the LEDs and review it and work with them to make sure that it is consistent with what the community wants.”

Turning the discussion over to Commission members, Mr. Barton sought input from Commissioner Hiniker, who responded succinctly with “everything seems in order...conditions seem agreeable...I am all in favor of the request.”

Commissioner Seaton stated “energy efficiency will be improved...it is dimmable and complies with the Sign Ordinance and (Holiday’s) willingness to work with the community is important.”

Commissioner LaBoda indicated “this looks good to me.”

Commissioner Tull directed his question towards Mr. Olsen: “any differences in security lighting around the perimeter?”

Mr. Olsen responded by stating the “lights would be changed to LEDs...which will be dimmable after hours.” He continued by suggesting safety would be a continuing concern at the store and that the addition of pay-at-the-pump resources would require some lighting after the store was closed.”

Commissioner Gervais injected a hint of sarcasm into the request, asking why the new sign “didn’t have the blue outline of most Holiday signs?” Beyond that, he supported the request by suggesting “it really is cool.”

Chair Barton acknowledged the involvement of the TDRB and Township. He asked Mr. Olsen about the logistics of the LED set-up. Mr. Olsen stated that it was his understanding only that “everything is dimmable...and...there wouldn’t be a large wash (unnecessary illumination) that you get with the mercury halogen lights.” Mr. Olsen continued by suggesting the continued involvement and feedback of Tofte and the TDRB once the installation is complete.

Barton continued with concerns about the “last three conditions of the permit” but modified his concern by acknowledging “Holiday’s commitment to work with Tofte.” He received, what he deemed as sufficient justification for the permit’s conditions. Director Nelson responded that the review (Condition 6) provides “more flexibility...we look at it in a year...and it provides an ability to fix and repair.”

Mr. Olsen then requested that any issues that arose from a review or feedback would allow the Store to “fix things first.”

Calling for a motion, Commission Hiniker offered a motion to approve the CUP request with the assigned conditions. The motion was seconded by Gervais and thereafter, approved by unanimous vote of the Planning Commission with the recommendation the Board of Commissioners provide final County approval.



COOK COUNTY  
OFFICE OF PLANNING & ZONING

WILLIAM H. LANE, P&Z ADMINISTRATOR  
COOK COUNTY COURTHOUSE  
411 W. 2<sup>ND</sup> ST.  
GRAND MARAIS, MN 55604  
PHONE: (218) 387.3635 FAX: (218) 387.3042  
e-mail: bill.lane@co.cook.mn.us

June 15, 2016

Tofte Design Review Board  
Attn: Barb Gervais  
P.O. Box 2218  
Tofte, MN 55615

Dear Ms. Gervais,

I have received an application from the Holiday Companies for a Conditional Use Permit (CUP) to install internally illuminated light emitting diode (LED) displays at its Tofte store. Because this proposal occurs within the Tofte Design Review Board's (TDRB) boundaries, approval to move forward must be initiated by the Town before it may be considered by the Cook County Planning Commission and Board of Commissioners. As such, I have enclosed Holiday's TDRB application, along with supporting documents.

The expansion of LED illumination has increased markedly over the past few years and it appears to be the newest trend in advertisement. There are several reasons for this. First, LED displays are an energy efficient media. Second, LED displays can be modified in colors and intensity; finally, LED messages can be easily changed.

In Cook County, two LED display CUPs have been approved by the Board of Commissioners since 2015. During both CUP requests, general concern was voiced regarding visibility and safety (LED lights can be 10x brighter than incandescent bulbs and are often adjacent to travel corridors) and also, disruption of nighttime (and dark sky) aesthetics. In one case, a condition was attached to the permit requiring the LED display be shut down during non-business hours.

Cook County is about to introduce a new Sign Ordinance which in part, addresses LED displays. Still, the benefit for illuminated advertisement must apply both to the business owner but also, the landscape in which it is placed.

Please apprise me of the TRDB's schedule for this request. If you need more information, please do not hesitate to contact me.

Sincerely,

William H. Lane  
Planning and Zoning Administrator

Cc: Nick Gleason, Holiday Companies

## Bill Lane

---

**From:** Dennis Rysdahl <dennis@bluefinbay.com>  
**Sent:** Wednesday, June 29, 2016 11:54 AM  
**To:** scottrb@aol.com  
**Cc:** Bill Lane; olyolsen60@hotmail.com  
**Subject:** FW: #3517 Proposed Photo Scans  
**Attachments:** 146386 - R1 - TOFTE, MN 3517 - SIGN PACKAGE.PDF

Scott,

I talked with Brian Olsen twice today regarding his proposal to change lighting at the Tofte Holiday Station Store. He explained to me that it is his intent to not increase the lumens of any of the presently existing signs as they are converted to the new Holiday format and to LED lighting. He also informed me that he does not intend to install the "blue lines" around the perimeter of the highway sign frame as is shown on the attached "proposed" image. Finally, he indicated that he is considering eliminating the sign on the east facing gable end of the building since it is not very visible to highway travelers. That would be an improvement from my perspective, especially as it affects our AmericInn. Given these commitments on the part of Brian and the entire ownership group of the Tofte Holiday Station Store, I am in full support of their proposed signage changes, and applaud them for their ongoing efforts to modify the typical Holiday look to better fit into the Tofte community and comply with the Tofte Design Guidelines.

**Dennis Rysdahl**  
General Manager  
Office: 218-663-6345  
Fax: 218-663-7130  
Email: [dennis@bluefinbay.com](mailto:dennis@bluefinbay.com)



**From:** Store 3517 [mailto:[store3517@holidaycompanies.com](mailto:store3517@holidaycompanies.com)]  
**Sent:** Wednesday, June 29, 2016 10:14 AM  
**To:** Dennis Rysdahl <dennis@bluefinbay.com>  
**Subject:** FW: #3517 Proposed Photo Scans

**From:** Nick Gleason  
**Sent:** Tuesday, June 28, 2016 1:45 PM  
**To:** Store 3517 <[store3517@holidaycompanies.com](mailto:store3517@holidaycompanies.com)>  
**Subject:** #3517 Proposed Photo Scans

Brian,

Please see the attached Document.

**Nick Gleason**  
Project Manager



Holiday Stationstores, Inc.  
4567 American Blvd. W.  
Bloomington, MN 55437



PROJECT APPLICATION  
TOFTE DESIGN REVIEW DISTRICT

Developer:  
Name: Holiday Companies  
Address: 4527 Am Blvd W  
Bloomington, MN  
Phone: \_\_\_\_\_

Property Owner:  
Name: MIKE QUAIFF  
Address: 7235 W. Hwy 61, Tofte MN  
Phone: 218.387.1043

Legal description of Project location (attach if necessary):  
TOFTE TWP, SECTION 21, TWP 59.0, RG 4 W, LOT PART SW/SE N  
OF HWY SEC 21 & PART GOVT LOT 1 SEC 28

Description of Proposed Development: HOLIDAY IS PROPOSING TO REPLACE  
EXISTING HOLIDAY SIGNAGE WITH NEW ILLUMINATED CHANNEL  
LETTERS AS SHOWN PER ATTACHMENTS.

Required Documents

Conceptual Review	Final Review	
<u>WHD</u>	_____	Site Plan (minimum scale 1 inch equals 20 feet).
<u>WHD</u>	_____	Landscape Plan (minimum scale 1 inch equals 20 feet).
<u>WHD</u>	_____	Building Elevations
<u>NA</u>	_____	Drainage Plan
_____	_____	Architectural Plan (1/8 inch equals one foot or larger scale)
<u>NA</u>	_____	Sign Plan
<u>NA</u>	_____	Erosion Control/Runoff Plan
_____	_____	Other Plan (specify) <u>LED Advertisement/Displays</u>

Does the project involve existing buildings? YES Describe SIGNAGE ON EXISTING BUILDINGS

I hereby certify that all information contained on this application and supporting documents are true and correct to the best of my knowledge.

[Signature] \_\_\_\_\_ 5/20/16  
Signature of Applicant Date

Pre-application conference P/Z call a Nick Gibson / 5/13 letter  
date

Conceptual Design Review \_\_\_\_\_  
date

Final Design Review \_\_\_\_\_  
date

Design Review Commission Decision \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Authorized Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

Tofte Design Review Board Meeting  
June 29, 2016

Present: Tofte Design Review Board Members Paul James, Jeanne Larson, Sarah Somnis, Scott Berry and Tammy Rude, Clerk Barb Gervais, Brian Olsen, Skip Lamb and Carroll Peterson.

This meeting of the Tofte Design Review Board was called to review and approve the CUP requested by Holiday Companies for the LED display lights at the Tofte Holiday Station. Brian Olsen passed out pictures of the present lighting and the proposed new lighting to the board members. Brian noted the size of the signs is not changing. Brian said they are going to remove the lighting of the sign on the east side of the building. They are going to install recessed LED lights under the canopy; same lumens as the mercury vapor lights that are there now. Brian said they are not doing the blue rods on the Holiday sign. Scott Berry said the Holiday Companies complied when they built the station in 1993. They reduced the lights on the pumps as required. Scott suggested the board approve if there isn't going to be an increase in lighting. Scott also mentioned that Holiday Companies has made every effort to stay within the guidelines. Scott Berry said the key is not to increase the light level.

Scott Berry motions the board approve the request for the CUP for LED display lighting as requested by Holiday Companies at the Tofte Holiday Station with removal of the lighting of the sign on the east side of the building and removal of the blue rods on the main sign and not increasing the lighting and working with the Township regarding the right light level. Brian said the lights are dimmable and said he will work with the Township on the lighting level. Tammy Rude seconded the motion. Supervisor Paul James asked Brian if they could turn down the lighting when the station is not open. Brian said they are installing two more card readers at the pump. Brian asked the board to be patient and work with him on dimming as the job progresses and he finds what lights he can dim and what lights he can't. The board members accepted Paul's friendly amendment to the motion made. When asked about the date of the work, Brian said in a couple of weeks.

Board member Sarah Somnis motioned to adjourn this meeting of the Tofte Design Review Board at 7:04 p.m. Board member Scott Berry seconded.

Respectfully submitted by Barbara Gervais, Tofte Town Clerk



COOK COUNTY  
OFFICE OF PLANNING & ZONING

WILLIAM H. LANE, P&Z ADMINISTRATOR  
411 W. 2<sup>ND</sup> ST.  
GRAND MARAIS, MN 55604  
PHONE: (218) 387.3635 FAX: (218) 387.3042  
e-mail: bill.lane@co.cook.mn.us

June 16, 2016

Mike Quaife  
7235 West Highway 61  
Tofte, MN 55615

25-021-4323

Dear Mr. Quaife,

I have received your application for a Conditional Use Permit (CUP) for internally illuminated signage at your Holiday store in Tofte. Separately, I received an application from Holiday Companies for the Tofte Design Review Board (TDRB). The TRDB application has been forwarded to the Town of Tofte and will need to be approved before we can place the CUP on the Planning Commission and Board of Commissioners' agendas.

In reviewing your CUP application, I found several items that were either missing or inaccurate. As such, your application is considered incomplete and will need to be addressed prior to an appearance before the Planning Commission. Specifically, the following items were found to be deficient:

1. Instructions: Legal Description (not tax statement) is missing from your application;
2. Page 1, Line 5: Parcel ID is missing;
3. Page 1, Line 6: How long have you owned the property needs a response.
4. Page 1, Line 7: Parcel acreage not identified;
5. Page 2, Site Depiction, including **all structures** and accurate distances from property lines, roadways, and other property features is missing;
6. Page 3, Describe what property development, building construction, and land use or other permitting will be needed to conduct this operation...missing;
7. Page 3, Does your permit meet criteria established by the Land Use Guide Plan of Cook County and the Cook County Zoning Ordinances? Please describe...missing;
8. Page 3, Will the proposed use have an adverse effect on adjacent properties?...missing.

While we make every effort to facilitate the processing of all permit requests, a completed application is a consistent threshold for placement on the Planning Commission agenda. Please fill out the identified items and return to me as soon as possible so your application may be presented to the Planning Commission in a timely manner.

If you have any questions, please do not hesitate to contact me.

Respectfully,

William Lane  
Planning and Zoning Administrator

Cc: Nick Gleason, Holiday Companies



COOK COUNTY  
OFFICE OF PLANNING & ZONING

WILLIAM H. LANE, P&Z ADMINISTRATOR  
411 W. 2<sup>ND</sup> ST.  
GRAND MARAIS, MN 55604  
PHONE: (218) 387.3635 FAX: (218) 387.3042  
e-mail: bill.lane@co.cook.mn.us

May 13, 2016

Holiday Companies  
Attn: Nick Gleason  
4567 American Boulevard West  
Bloomington, MN 55437

Dear Mr. Gleason,

I have received and reviewed your recently submitted application for a Conditional Use Permit (CUP) for the internal illumination of signage at the Holiday store in Tofte, Minnesota. As part of that review, I identified several deficiencies in your application that warrant your attention before your request may be considered complete and placed on the agenda of the Cook County Planning Commission. Those missing or deficient items included:

Missing: Purpose or Use (Page 1)

Legal Description: your submittal was the Assessor's Office Property Description and not the recorded Legal Description.

Specific responses to Part A (Page 2), Items 1-6.

No identification of property's zone district.

No date on application signature page.

In addition, the Town of Tofte has implemented the Tofte Design Review District Ordinance, which effectively gives the Town discretionary authority for development and redevelopment projects within its boundaries. Your described project falls within the Review District Ordinance criteria and so, you will be required to submit a separate Tofte Design Review Board (TDRB) application as part of your overall application. Like the CUP application, the TDRB application should be submitted to the Office of Planning and Zoning and approved by Tofte prior to consideration by the Cook County Planning Commission and Board of Commissioners.

Concurrent with your original submittal, Cook County recently changed the CUP application itself. Rather than ask for revisions to the old form, I am requesting you resubmit the new application and return it to me, along with the TDRB application (and \$300.00 processing fee).

I encourage you to call me prior to resubmittal so we can assure the application is complete and within Ordinance and permitting constraints.

Sincerely,

William Lane  
Planning and Zoning Administrator

COOK COUNTY, MINNESOTA

APPLICATION FOR CONDITIONAL USE/INTERIM USE PERMIT

FEE: \$300.00

Please note: There is a first of the month application deadline for inclusion on the subsequent month's Planning Commission agenda

Date:	6-1-15
Parcel ID:	25-021-4323
Case #:	2016-5CUP
Fee Paid:	\$300.00

#021208

A **conditional use** is an activity or use that would not be appropriate if allowed outright in any number, but which if controlled as to number, location and activity, could be consistent with the Comprehensive Plan and not be injurious to the public health, safety or general welfare. The review of each proposed use must determine that it will or will not be compatible with the standard of this article and if it is found to be, must attach conditions to insure this continued compatibility.

An **interim use** is a temporary use of property until a particular date, until the occurrence of a particular event or until zoning regulations no longer permits it.

**Instructions**

Prior to submitting your application, you must speak with the Office of Planning and Zoning to discuss your Conditional Use or Interim Use permit request. The application itself should be presented in a clear and concise manner, and should include a demonstration of how your request fits within Cook County Land Use Guide Plan and Zoning Ordinance constraints. In addition, you must include a **legal description** of the property (obtainable from the Cook County Recorder's Office). **All information or data requests must be filled out completely or your application will be returned as incomplete.** If you have any questions about filling out this application, please call the Office of Planning and Zoning at (218) 387-3630.

**Please fill out the following (all information must be included):**

Property Owner: <b>MIKE QUAlFE</b>	E-mail: <b>mooselip@boreal.org</b>	
Legal Address: <b>TOFTE TWP, SECTION 21, TWP 54.0, R94W, LOT PART SW/SE N OF HWY 21, LOT 1, SEC. 28</b>	Phone Number:	
City: <b>TOFTE</b>	State: <b>MN</b>	ZIP Code: <b>55615</b>
Local Property Address <b>7235 W. HWY 61</b>	Zone District of Property: <b>COMMERCIAL</b>	
Local Phone Number <b>218-663-7882</b>	Parcel ID: <b>25-021-4323</b>	
How long have you owned the property? <b>22 yrs.</b>		
Parcel Acreage: <b>1.08</b>		
Is your property located on a lake or river?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If you answered Yes, what is the name of the lake or river?		
What is the classification of the lake or river?		

**Current Use of the Property (check all that apply)**

Vacant:	Business: <input checked="" type="checkbox"/>	Resort:
Permanent Residence	Seasonal Residence	Recreational Use Only

(20172 5/11/15) 218-663-7882

**Site Depiction**

Attach a separate map or sketch plan of the site, including *all structures* on your property and *accurate distances from property lines, roadways, and other property features.*

**Conditional Use/Interim Use Questionnaire (may be answered as a separate narrative)**

Please keep in mind that the Planning Commission members, to whom this application is being presented, may not have personal experience or understanding of your intended property use. You will want to give a **full description of the proposed use or operation** and how it will benefit Cook County.

Also, please note that a *Conditional or Interim Use Permit* may be granted only upon finding **all** of the following:

1. The use conforms to the land use or comprehensive plan of the county;
2. The use is compatible with the existing neighborhood;
3. The use will not impede the normal and orderly development and improvement in the surrounding area of uses permitted by right in the zone district; and,
4. The location and character of the proposed use is considered to be consistent with a desirable pattern of development for the area.

**Please describe the proposed Conditional or Interim Use:**

ILLUMINATED SIGNAGE, DIGITAL PRICE SIGN, BLUE LED TUBING AT PYLON SIGN

**What is the expected duration of the permitted use?**

PERMANENT

**Where will this use or operation be conducted?**

ON SITE AT STORE LOCATION

**How will this use or operation be conducted (i.e., season of operation; hours of operation)?**

DURING OPEN OPERATION HOURS (18 HOUR STORE)

Describe what property development, building construction, and land use or other permitting will be needed to conduct this operation:

TOFTE TOWNSHIP CUP

Does your permit meet criteria established by the Land Use Guide Plan of Cook County and the Cook County Zoning Ordinances? Please describe:

YES CURRENT COUNTY CUP IN PLACE

Will the proposed use have an adverse effect on adjacent properties?

NONE

Will the proposed use impact water quality, air quality, or other shared resources?

NO

Does the proposed use require permits from other permitting sources (i.e., state, federal)?

YES, TOFTE DESIGN REVIEW

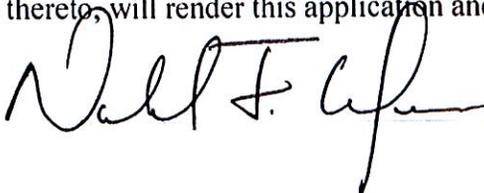
Include any further comments that might clarify your situation to the Planning and Zoning staff and to the Planning Commission:

SEE ATTACHMENTS

### Signature Page

I hereby certify with my signature that all data on my application forms, plans, and charts are true and correct to the best of my knowledge. I understand further that falsification of this application or any attachments thereto, will render this application and subsequent permits invalid.

Signature

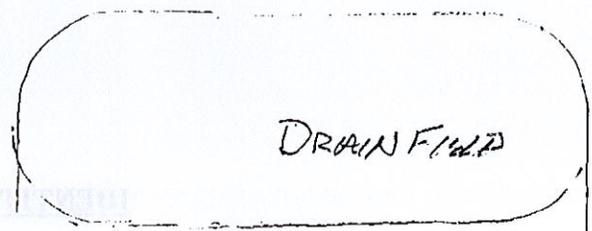


Date

5/20/16

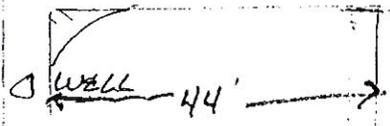
CHAINLINK FENCE

GRASS

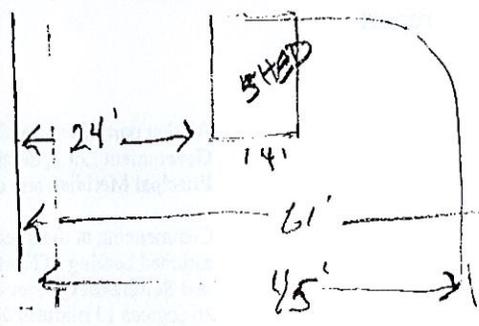


CHAINLINK FENCE

RETAINING WALL

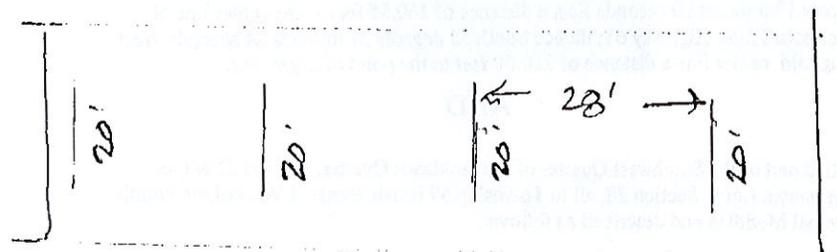


45 X 90 BUILDING



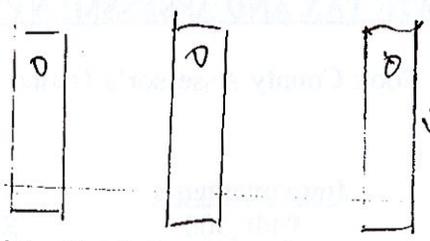
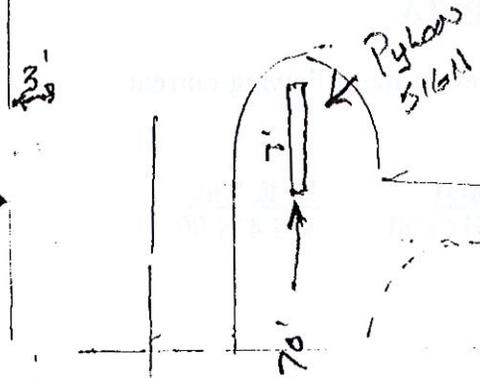
WEST SIDE LINE 100  
RETAINING WALL

CURB  
CENTERLINE TO BUILDING 186'



30 X 100 CAMP

CURB TO CURB 173'



UNDERGROUND STORAGE TANKS

DITCH

CENTER LINE HWY 1 210'

**IDENTITY OF THE PROPERTY**

The subject property consists of a 4,050-SF convenience store facility situated on 1.08-acre site and is identified for purposes herein as follows:

Mike's Holiday Station Store  
7235 West Highway 61  
Tofte, MN

A more detailed description of the site and improvements may be found elsewhere in this report.

**LEGAL DESCRIPTION**

All that part of the Southwest Quarter of the Southeast Quarter, Section 21 and of Government Lot 1, Section 28, all in Township 59 North, Range 4 West of the Fourth Principal Meridian and described as follows:

Commencing at the quarter corner common to said Sections 21 and 28; thence on an assumed bearing of North 89 degrees 32 minutes 00 seconds East along the South line of said Southwest Quarter of the Southeast Quarter a distance of 131.30 feet; thence South 26 degrees 13 minutes 00 seconds East a distance of 4.14 feet to a point hereinafter referred to as Point A; thence continuing South 26 degrees 13 minutes 00 seconds East a distance of 260.55 feet to an intersection with the center line of Minnesota Trunk Highway Number 61, the point of beginning of the land to be described; thence North 26 degrees 13 minutes 00 seconds West a distance of 260.55 feet to said Point A; thence North 55 degrees 21 minutes 24 seconds East a distance of 210.00 feet; thence South 26 degrees 13 minutes 00 seconds East a distance of 260.55 feet to the center line of Minnesota Trunk Highway 61; thence South 55 degrees 21 minutes 24 seconds West along said center line a distance of 210.00 feet to the point of beginning.

AND

All that part of the Southwest Quarter of the Southeast Quarter, Section 21 and of Government Lot 1, Section 28, all in Township 59 North, Range 4 West of the Fourth Principal Meridian and described as follows:

Commencing at the quarter corner common to said Sections 21 and 28; thence on an assumed bearing of North 89 degrees 32 minutes 00 seconds East along the South line of said Southwest Quarter of the Southeast Quarter a distance of 131.30 feet to the point of beginning of the land to be described; thence South 26 degrees 13 minutes 00 seconds East a distance of 4.14 feet; thence North 55 degrees 21 minutes 24 seconds East a distance of 210.00 feet; thence North 26 degrees 27 minutes 00 seconds West a distance of 10.34 feet; thence South 59 degrees 29 minutes 26 seconds West a distance of 208.32 feet; thence South 26 degrees 13 minutes 00 seconds East a distance of 21.38 feet to the point of beginning.

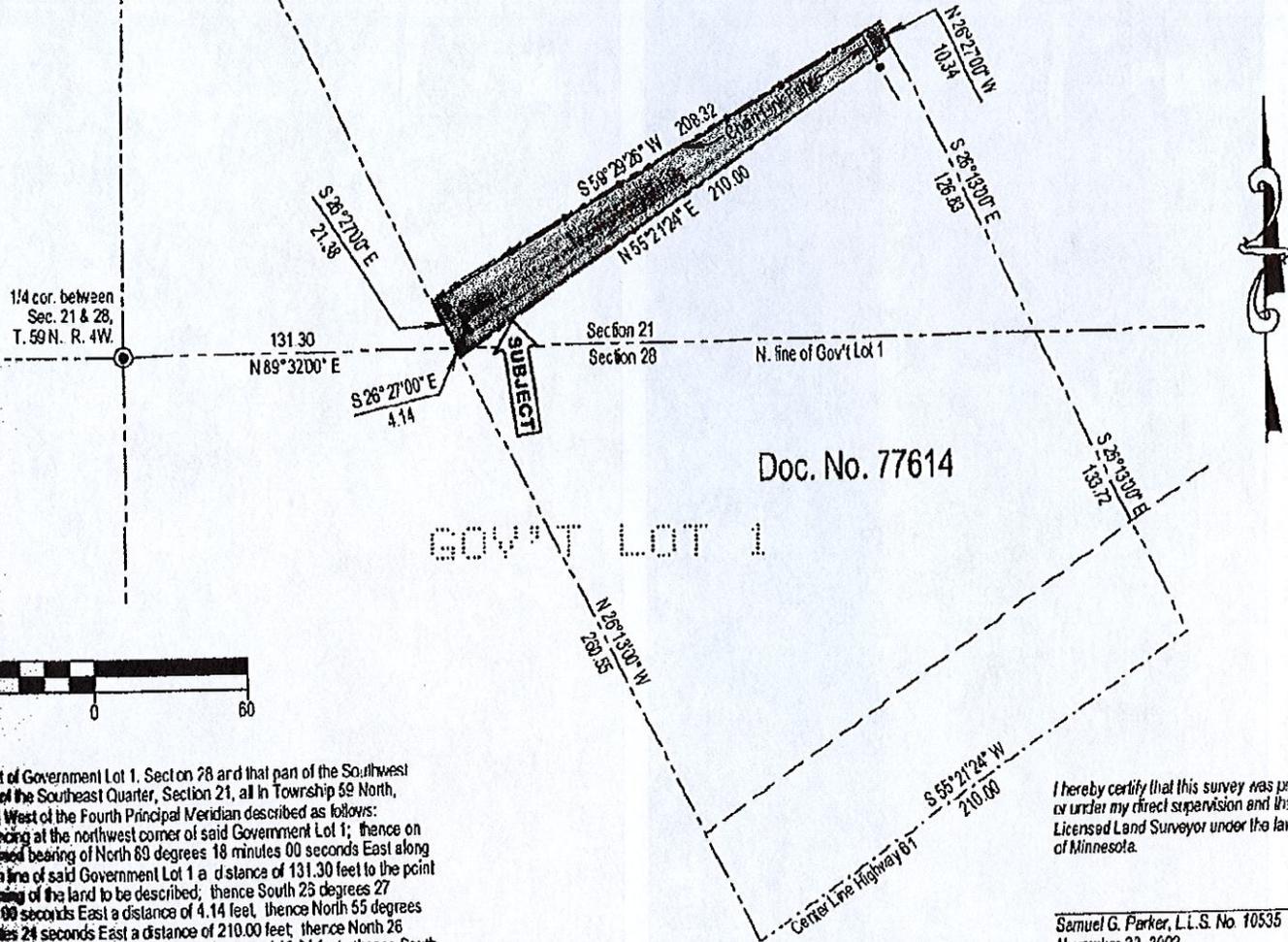
**REAL ESTATE TAX AND ASSESSMENT DATA**

Records maintained at the Cook County Assessor's Office reveal the following current (2015) data:

<u>Parcel</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>	<u>R. E. Tax</u>
25-021-4323	\$74,300	\$440,500	\$514,800	\$14,434.00

**SURVEY**

**SURVEY OF EASEMENT FOR KENNETH KLEIN AND MIKE'S HOLIDAY**



1/4 cor. between  
Sec. 21 & 28,  
T. 59 N. R. 4W.

GOV'T LOT 1

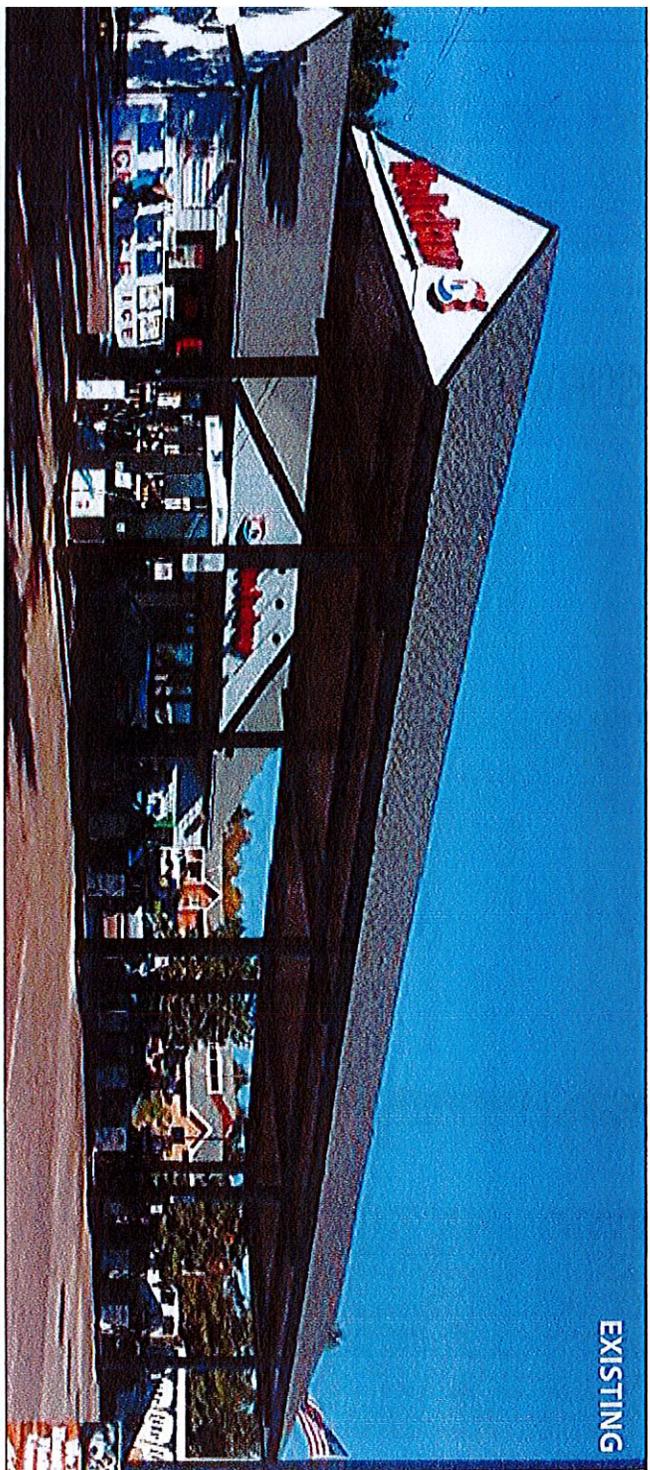
Doc. No. 77614

That part of Government Lot 1, Sect on 28 and that part of the Southwest Quarter of the Southeast Quarter, Section 21, all in Township 59 North, Range 4 West of the Fourth Principal Meridian described as follows:  
Commencing at the northwest corner of said Government Lot 1; thence on an ascertained bearing of North 89 degrees 18 minutes 00 seconds East along the north line of said Government Lot 1 a distance of 131.30 feet to the point of beginning of the land to be described; thence South 25 degrees 27 minutes 00 seconds East a distance of 4.14 feet; thence North 55 degrees 21 minutes 24 seconds East a distance of 210.00 feet; thence North 26 degrees 27 minutes 00 seconds West a distance of 10.34 feet; thence South 26 degrees 15 minutes 26 seconds West a distance of 208.32 feet; thence South 26 degrees 27 minutes 00 seconds East a distance of 21.38 feet to the point of beginning.

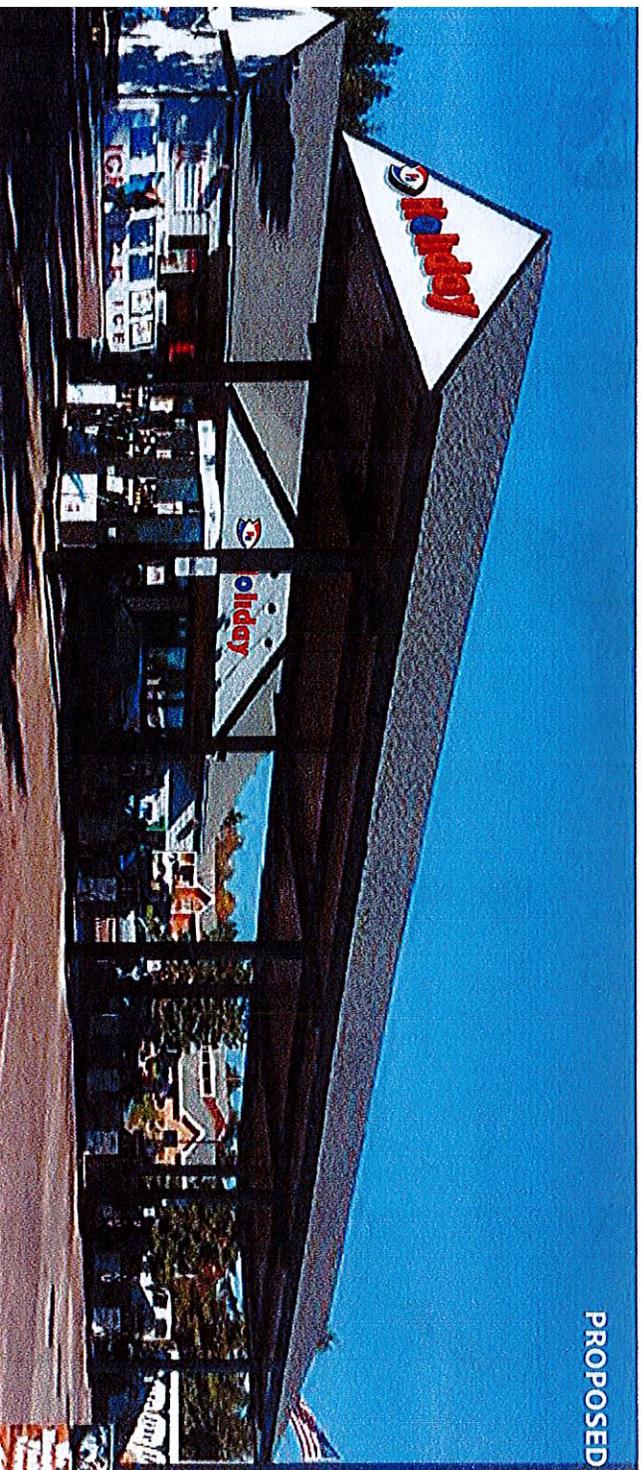
*I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.*

*Samuel G. Parker, L.L.S. No. 10535  
November 22, 2002*

Samuel Parker, Land Surveyor - P.O. Box 38 - Lufts, MN 55612 - Phone: (218) 663 7528 - samparker@boreal.org



EXISTING

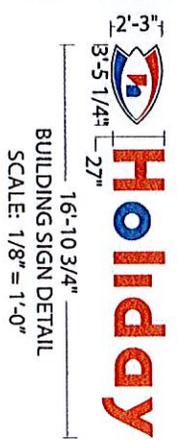


PROPOSED

**NOTE:** Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

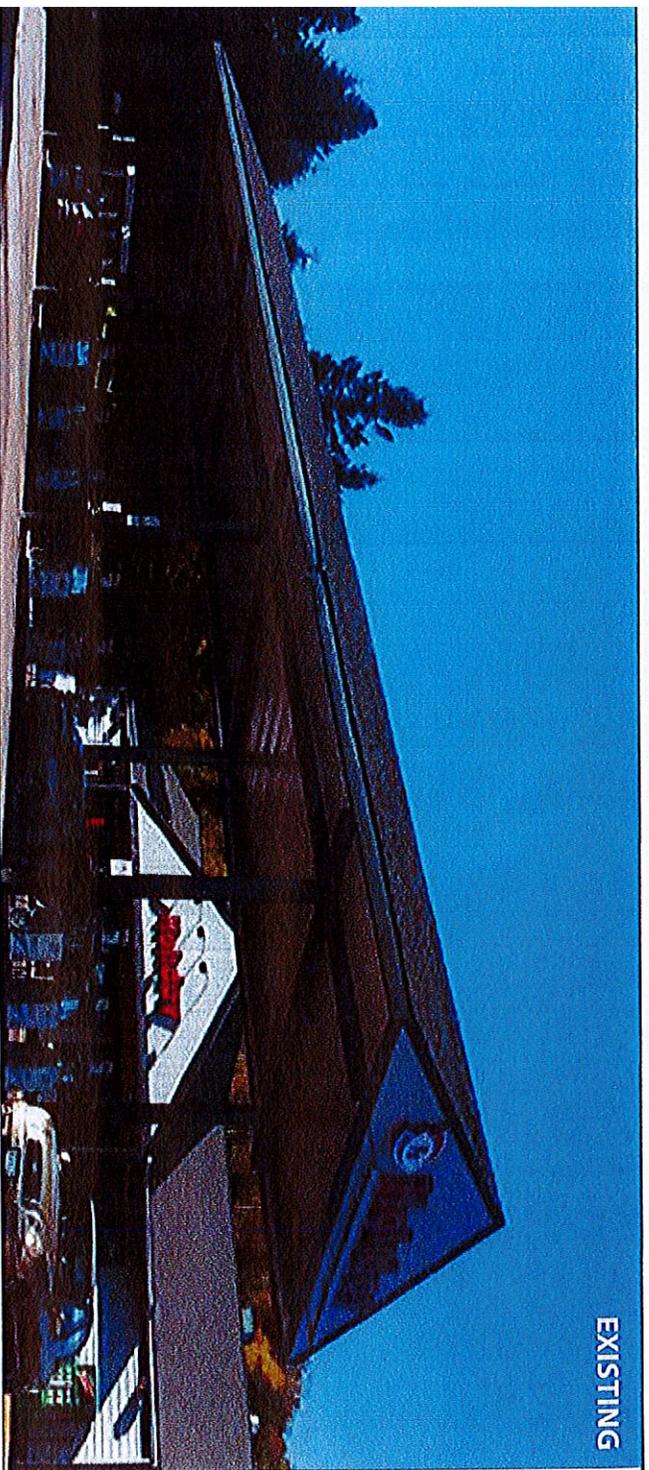
Customer:	HOLIDAY STATION STORES	
Date:	04/04/16	Prepared By:
Location:	TOFTE, MN #3517	JDH
File Name:	146386 - R1 - TOFTE, MN #3517 - SIGN PACKAGE	
Eng:		

Note: Color output may not be exact. When viewing or printing this drawing, all colors used are PMS or the closest CMYK equivalent. If 7 size colors are necessary, please provide the correct PMS match and a revision to this drawing will be made.

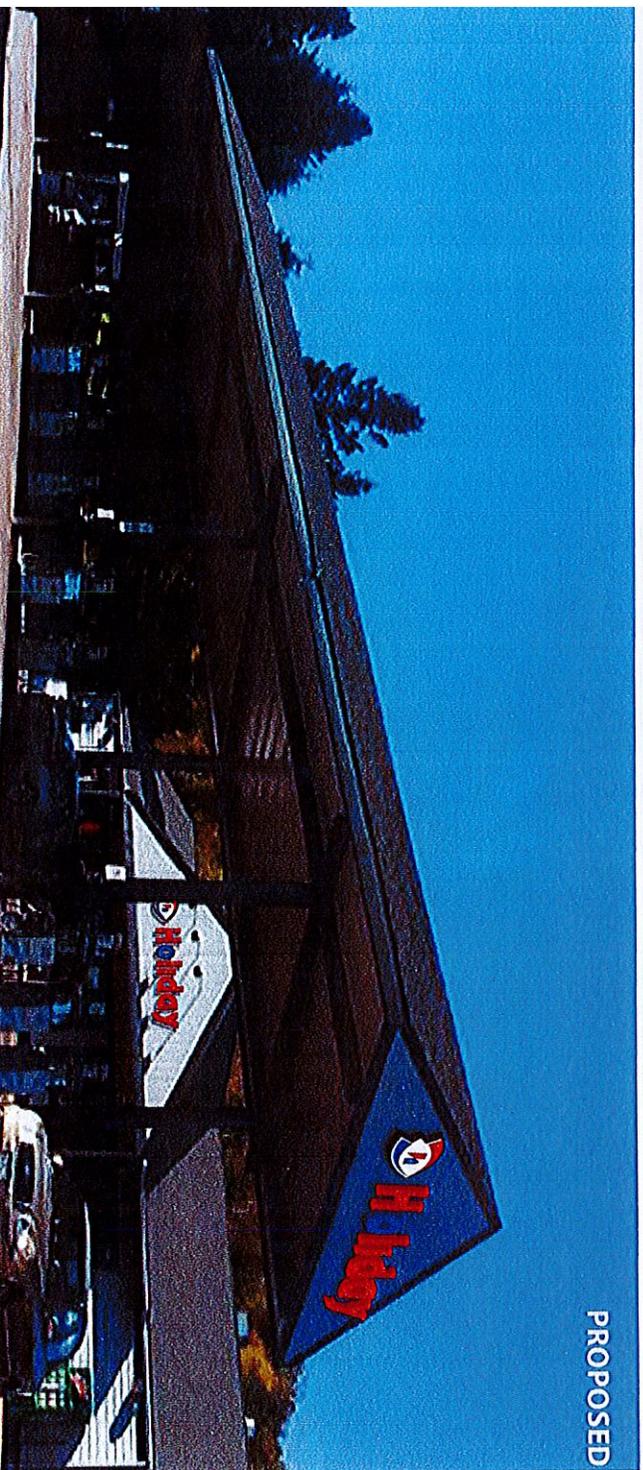


**persona**  
SIGNS | LIGHTING | IMAGE

DISTRIBUTED BY SIGN UP COMPANY  
700 21st Street Southwest  
PO Box 210  
Watertown, SD 57201-0210  
1.800.843.9888 • www.personasigns.com



EXISTING



PROPOSED



**NOTE:** Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer: <b>HOLIDAY STATION STORES</b>	Date: <b>04/04/16</b>	Prepared By: <b>JDH</b>
Location: <b>TOFTE, MN #3517</b>	File Name: <b>146386 - R1 - TOFTE, MN #3517 - SIGN PACKAGE</b>	Eng: <b>-</b>

Note: This output may not be exact when viewing or printing this drawing. All logos used are PNG or the closest CMX equivalent. If these colors are incorrect, please provide the correct CMX match and a reason to this drawing will be made.

**persona**  
SIGNS | LIGHTING | IMAGE

DISTRIBUTED BY SIGN UP COMPANY  
700 21st Street Southwest  
PO Box 210  
Watertown, SD 57201-0210  
1.800.843.9888 • www.personasigns.com



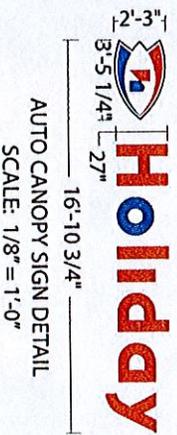
EXISTING



PROPOSED



We will be omitting this sign on east side of building



NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer: <b>HOLIDAY STATION STORES</b>	Date: <b>04/04/16</b>	Prepared By: <b>JDH</b>	Eng:
Location: <b>TOFTE, MN #3517</b>	File Name: <b>146386 - R1 - TOFTE, MN #3517 - SIGN PACKAGE</b>		

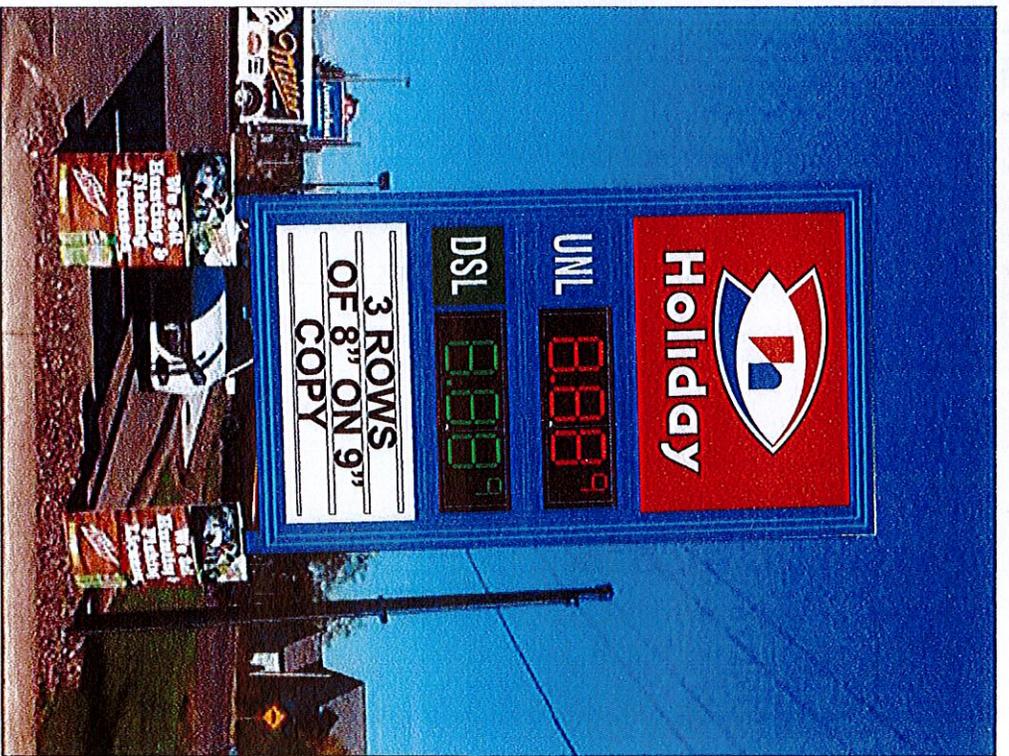
Note: Color output may not be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS match and a reason to this drawing will be made.

**persona**  
SIGNS | LIGHTING | IMAGE

DISTRIBUTED BY SIGN UP COMPANY  
700 21st Street, SouthWest  
PO Box 210  
Watertown, SD 57201-0210  
1.800.843.9888 • www.personasigns.com



EXISTING



PROPOSED

*No Blue Rods*

GRAPHIC DETAIL  
SCALE: 3/16" = 1'-0"

**NOTE:** Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer:	HOLIDAY STATION STORES	Date:	04/04/16	Prepared By:	JDH	Eng:	-
Location:	TOFTE, MN #3517	File Name:	146386 - R1 - TOFTE, MN #3517 - SIGN PACKAGE	<small>Note: Color output may not be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS match and a reason to this drawing will be made.</small>			

**persona**  
SIGNS | LIGHTING | IMAGE

DISTRIBUTED BY SIGN UP COMPANY  
700 21st Street Southwest  
PO Box 210  
Watertown, SD 57201-0210  
1.800.843.9888 • www.personasigns.com

**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) Mutual Aid/Assistance Agreement for Emer. Mgmt.	b. Requested Date: 8/23/2016	c. Amount of time with Board 10	Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting Jim Wiinanen/Molly Hicken	b. Phone: 387-3030	c. Email: jim.wiinanen@co.cook.mn.us	
3.	a. Departments affected: Commissioners, Emer. Mgmt., others	b. Department Head:	c. Dept been contacted?	
4.	a. Has the Board addressed this before? NO	b. If so, When?	c. What was the result?	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified? Lake County, yes			
6.	<b>BOARD ACTION REQUESTED</b> (detail what you seek from the board, including motion/vote): Authorization to execute the Mutual Aid Agreement for Emergency Management between Lake County and Cook County.			
7.	<p><b>BACKGROUND AND JUSTIFICATION</b> (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider).</p> <p>In this Agreement the counties of Cook County and Lake County agree to provide assistance to each other when request and at a level appropriate after consideration of the responding county's own needs. Assistance may be terminated when in the best interests of the responding party. The agreement is based on MCIT's model mutual aid and assistance agreement. Compensation for services becomes the responsibility of the requesting county only after services have been engaged for a period of 8 hours or longer.</p> <p>After execution of this agreement, it would be wise to pursue the Cities of Grand Marais, Silver Bay, and Two Harbors to become parties to this agreement.</p>			
8.	How will this request affect the County Budget? N/A			
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"/>

## **Mutual Aid Agreement for Emergency Management Between Lake and Cook Counties**

THIS MUTUAL AID AGREEMENT FOR EMERGENCY MANAGEMENT (the "Agreement") is made and entered into by and between the County of Cook ("Cook County") and the County of Lake (Lake County), governmental subdivisions of the State of Minnesota and together the "Parties", pursuant to authority granted to them by Minnesota Statutes, Section 471.59, which authorizes the joint and cooperative exercise of powers common to contracting parties; and Section 12.27 which authorizes mutual aid arrangements for reciprocal emergency management.

In consideration of the mutual promises and Agreements contained herein, and subject to the provisions of Minnesota Statutes, Sections 471.59 and 12.27, the Parties agree to the following:

### **Article 1: Enabling Authority**

Minnesota Statutes Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes Section 12.27 authorizes the director of each county emergency management organization to collaborate with other public agencies within the state to develop mutual aid arrangements for reciprocal emergency management aid and assistance in an emergency or disaster too great to be dealt with unassisted. These arrangements must be consistent with the local emergency operations plan for each Party, if required.

### **Article 2: Purpose**

1. The Parties to this Agreement intend to make equipment, personnel and other resources available to the other Party upon its request. A peacetime declaration of emergency may be declared only when an act of nature, a technological failure or malfunction, a terrorist incident, an industrial accident a hazardous materials accident, or a civil disturbance endangers life and property and local government resources are inadequate to handle the situation.
2. The Parties to this Agreement intend that the Agreement serve as a valid written agreement for mutual aid as required by FEMA in requesting reimbursement for those reasonable eligible costs incurred as a result of a qualifying emergency.
3. The Parties to this Agreement also intend that the Agreement cover preparation and training for emergency management activities.

### **Article 3: Definitions**

1. For the purposes of this Agreement, the following terms shall be defined as follows:
2. "Assistance" means personnel, equipment, supplies and/or services of the Responding Party which are available to the Requesting Party after the needs of the Responding Party are taken into consideration, and any other services as agreed upon by the Parties and permitted by law.

3. "Employee" means those personnel currently working for a Party including, elected and appointed officials, officers and volunteers who are registered with and under the direction and control of that Party as required by Minn. Stat. §12.22, subd. 2a (a) (2005).
4. "Participating Party" means the governing body of a political subdivision that is a Party to this Agreement.
5. "Requesting Official" means the person designated by a Participating Party who is responsible for requesting Assistance from the other Participating Parties.
6. "Requesting Party" means a Participating Party that requests Assistance from other Participating Parties.
7. "Responding Official" means the person designated by a Participating Party who is responsible to determine whether and to what extent that Participating Party should provide Assistance to a Requesting Party.
8. "Responding Party" means a Participating Party that provides Assistance to a Requesting Party.

#### Article 4: Provision of Mutual Aid

1. Request for Assistance. Whenever, in the opinion of a Requesting Official, there is a need for Assistance from the other Party, the Requesting Official may call upon the Responding Official of the other Party to furnish Assistance. The Requesting Party, within a reasonable period of time, shall provide the Responding Party with a written confirmation of the need for Assistance including details regarding requested resources, timelines/schedules and location(s) for assistance. The Requesting Party shall provide a written communications plan using Form ICS 205 appropriate for and acceptable to the resources of the Responding Party. If possible the plan will incorporate the ARMER 800 MHz as the primary system, but at minimum shall allow connected by ARMER 800 MHz as a hard or soft patch, along with VHF frequencies as needed for other agencies.
2. Response to Request. Upon the request for assistance from a Requesting Party, the Responding Official may authorize and direct his/her Party's personnel to provide Assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of resources. Once Assistance has been authorized, the Responding Party, within a reasonable period of time, shall provide the Requesting Party with a written confirmation of Assistance including details regarding the personnel and resources to be provided and when they will be available.
3. Recall and Release of Assistance. The Responding Official may at any time recall such assistance when in his or her best judgment or by an order from the governing body of the Responding Party or its designee, it is considered to be in the best interest of the Responding Party to do so. The Requesting Party may at any time release a Responding Party or an individual from providing any further assistance.

4. Command of Scene. The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws assistance.
5. State Declared Emergency. If the State of Minnesota or an authorized state agency declares an emergency, the statutes and administrative rules pertaining to state declared emergencies shall prevail where they conflict with the provisions of this Agreement.
6. Volunteer Registration. Any volunteers participating in the mutual aid activities shall register with the Party in command of the scene (the Requesting Party).

## Article 5: Hold Harmless and Indemnification

1. Each Requesting Party shall defend, indemnify and hold harmless a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466 and other applicable law, rule, and regulation, including common law.
2. For purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the Employees of the Responding Party are deemed to be Employees of the Requesting Party as defined in Minn. Stat. § 466.01, subdivision 6, but only for purposes of addressing liability under this Agreement. The Employees of the Responding Party shall not be considered Employees of the Requesting Party for any other purpose.
3. The Requesting Party shall defend, indemnify and hold harmless the Responding Party and its Employees against any and all claims brought or actions filed against the Responding Party or its Employees for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of Assistance in responding to a request for Assistance by the Requesting Party pursuant to this Agreement.
4. Under no circumstances shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits of liability established in Minnesota Statutes Chapter 466 applicable to any third party claim. The statutory limits of liability for some or all of the Participating Parties may not be added together or stacked to increase the maximum amount of liability for any third party claim.
5. Each Participating Party agrees to promptly notify the other Participating Parties if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other Participating Parties, and arising out of acts or omissions related to this Agreement.
6. There shall be no liability to any Participating Party for failure to furnish Assistance, or for recalling or releasing Assistance as described in this Agreement.

## Article 6: Workers' Compensation

Each Participating Party shall be responsible for injuries or death of its own Employees to the extent required by law. Each Participating Party will maintain workers' compensation insurance or self-insurance coverage, covering its own Employees while they are providing assistance pursuant to this Agreement.

## Article 7: Damage to Equipment

Each Participating Party, to the extent a party is at fault, shall be responsible for damage to or loss of its equipment while acting within the scope of this Agreement.

## Article 8: Charges to the Requesting Party

1. A Requesting Party shall not be billed or charged by a Responding Party for Assistance rendered unless the assistance continues for a period of more than eight (8) hours, as measured from the time Responding Party begins to provide Assistance after being specifically directed by the Requesting Party to perform a task or tasks, unless the Requesting Party is eligible to obtain reimbursement for expenses it incurred during this period from the United States, the State of Minnesota, or any other source. The Requesting Party shall take all steps necessary to seek reimbursement on behalf of the Responding Party for the actual cost of any Assistance provided during this initial eight (8) hour period including salaries, overtime, materials and supplies, and other necessary expenses.
2. If Assistance provided under this Agreement continues for more than eight (8) hours, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of any Assistance provided after the initial eight (8) hour period, including salaries, overtime, materials and supplies and other necessary expenses; and the Requesting Party shall reimburse the party providing the Assistance for that amount.
3. The Parties acknowledge that charges may be assessed without regard to the availability of federal or state government funds to reimburse the charges.

## Article 9: Term of Agreement

This Agreement will commence upon approval of the Participating Party and the signature of the official with authority to bind the Party. This Agreement shall be in effect until such time as the Agreement is terminated pursuant to Article 11 herein. This Agreement will only apply to those Parties whose county boards' have lawfully executed the document.

## Article 10: Merger and Modification

1. It is understood and agreed that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
2. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Participating Parties hereto.

### Article 11: Default and Withdrawal

1. A default in this Agreement may occur when a Party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement. Unless the Party's default is excused by the other Participating Party, the non-defaulting Party may by majority, vote to provide written notice of termination of the Agreement. Any such termination of this Agreement shall become effective upon the sending of such notice and will not cancel any obligations incurred by any Party prior to such termination.
2. Any Party may withdraw from this Agreement with or without cause by providing thirty (30) days' prior written notice to the other Parties herein.
3. The terms of Article 5, 6, 7, 12 and 13 shall survive the expiration, termination or withdrawal from this Agreement.
4. Only the governing bodies of the Participating Parties have authority to act pursuant to this provision of the Agreement.

### Article 12: Records—Availability and Access

To the extent required by Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), the Parties agree that any Party, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other Parties and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the Agreement and for seven (7) years after its termination or cancellation.

### Article 13: Data Privacy

Each Party, its employees, agents, owners, partners, and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and implementing

regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

#### Article 14: Compliance

Participating Parties shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances in force or hereafter enacted.

#### Article 15: Execution

Each Party hereto has read, agreed to and executed this Agreement on the date indicated.

#### Article 16: Counterparts

This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original and all such counterparts shall together constitute one and the same agreement.

#### Article 17: Contract Administration

In order to coordinate the services so as to accomplish the purposes of this Agreement, each Participating Party's Emergency Management Director, or equivalent counterpart, shall be the contact person for each Participating Party under this Agreement. A Participating Party may designate someone other than the Emergency Management Director, or equivalent, as the contact person by providing written notice to the other Participating Party.

A SIGNATURE PAGE FOR EACH PARTY SHALL BE ATTACHED

The Cook County Board of Commissioners having duly approved this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, and pursuant to such approval, the proper County officials having signed this Agreement, the Parties hereto agree to be bound by the provisions herein set forth.

COUNTY OF COOK

\_\_\_\_\_

By: Heidi Doo-Kirk, Chair of its County Board

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

ATTEST:

\_\_\_\_\_

By: Braidy Powers, Auditor-Treasurer

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

The Lake County Board of Commissioners having duly approved this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, and pursuant to such approval, the proper County officials having signed this Agreement, the Parties hereto agree to be bound by the provisions herein set forth.

COUNTY OF LAKE

\_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_

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

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

**Before the Board of Commissioners**

7.A.

1.	a. Topic or Issue: (As should be listed on agenda) Preliminary 2017 Budget and Levy Requests	b. Requested Date: 8/23/16	c. Amount of time with Board 20 minutes	Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting Braidy Powers/Jeff Cadwell	b. Phone:	c. Email:	
3.	a. Departments affected: Auditor	b. Department Head:	c. Dept been contacted?	
4.	a. Has the Board addressed this before?	b. If so, When?	c. What was the result?	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?			
6.	<b>BOARD ACTION REQUESTED</b> (detail what you seek from the board, including motion/vote): Review preliminary 2017 county levy requests and provide direction for discussions with departments and other requesting entities.			
7.	<b>BACKGROUND AND JUSTIFICATION</b> (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). See the attached overall summary of the 2017 preliminary county budget and levy and summaries of major increases to the general fund levy, the PHHS levy, highway department levy and building fund levy.  See attached history of county budgets and levy from 1989 to present. Expenditures have averaged a 3.27% over the past 29 years, including the proposed 2017 expenditures. Levy increases have averaged 4.3% over the same period, including the 2017 preliminary requests.  See the attached fund balance review. This new format follows the method Moody's has used when setting our bond rating (they include human services and debt service funds but not highway or building fund). With an adjustment for BWCA funds sent late this year, our fund balance remains above the 75% that Moody's cites in their report. This information will be updated when our audit has been published.  See attached of non-mandated requests. Discretionary requests are \$82,100 above 2016 requests and other non-mandated requests, including the EDA, exceed 2016 by \$206,400.			
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"/>

8/3/2016

	<u>EXPENDITURES</u>	<u>REVENUES</u>	<u>USE OF FUND BAL.</u>	<u>2017 PROPOSED LEVY</u>	<u>2016 FINAL Levy</u>	<u>Dollar Increase</u>	<u>Increase vs 2016</u>
General Revenue	8,785,147	4,952,902		3,832,245	3,039,037	<b>793,208</b>	<b>26.10%</b>
Road & Bridge	5,982,780	3,446,562		2,536,218	<b>1,831,524</b>	<b>704,694</b>	<b>38.48%</b>
Human Services	3,494,160	1,692,615		1,801,545	<b>1,208,240</b>	<b>593,305</b>	<b>49.10%</b>
Airport	147,169	51,954	(85)	95,300	95,150	150	0.16%
*Building Fund	160,000			160,000	68,500	91,500	133.58%
YMCA Occupancy	803,257	658,257		145,000	100,000	45,000	45.00%
YMCA Capital (incl above)				0	10,000	-10,000	-100.00%
Govt Center CIP Bonds					380,457	-380,457	-100.00%
Equipment Bonds	337,872			337,872	337,872	0	0.00%
<b>TOTAL LEVY</b>	<b>\$19,710,385</b>	<b>\$10,802,290</b>	<b>(\$85)</b>	<b>8,908,180</b>	<b>7,070,780</b>	<b>1,837,400</b>	<b>25.9858%</b>

All funds include regular step increases, health insurance at 20%, and a COLA at 4% for 2017.  
 General Revenue includes 122,458 to restore the 2016 use of fund balance.

				2017	2016	Dollar	Increase
EDA	EXPENDITURES	REVENUES	USE OF FUND BAL.	PROPOSED LEVY	FINAL LEVY	Increase	vs 2016
BDA				60,000	60,000	-	0
Operations				269,290	161,675	-	0
<b>TOTAL LEVY</b>				<b>329,290</b>	<b>221,675</b>	<b>-</b>	

## General Fund Budget Increases for 2017

<u>Major Increases</u>	<u>Increases Over 2016</u>
Commitment to replenish use of 2016 fund balance	122,458
Commitment to fund 1/2 of new Library staff in 2016 and 1/2 in 2017	11,032
Negotiated employment contracts at 4%	290,527
Preliminary Health Insurance Increase 20%	99,782
Committed to look at 2016 cuts to maintaining capital equipment	73,650
Requested increases by Discretionary edities	82,100
Cash balances used in 2016 - not available in 2017	78,110
Joint Powers Increase - Arrowhead Regional Corrections	40,000
Requested match for water project - SWCD	22,700
Requested addition to VSO hours	20,000
<b>Total Major Increases</b>	<b>840,359</b>

\* Additional \$300,000 rebuild of FB was discussed but is not included here

\* Cash balances used to offset budget in 2016: telephone fund 38,610  
car fund 25,000; NERCC 9,500; EMS donations 5,000

\* \$840,359 increases offset somewhat by investment income increase leaving  
proposed levy increase of \$793,208.

# PHHS 2017 Budget Increases VS 2016 Budget

<u>Major Increases VS 2016</u>	<u>Increases</u>
Salary & Benefits	329,985
Out of Home Placements	180,262
Consolidated Chemical Dependency	14,320
AMHI Expenses	10,000
Share of Nursing Homes	11,400
Smart phones	11,157
Remodel and furniture	30,306
Reduced revenue child welfare targeted case mgmt	30,900
Reduced foster care recoveries	13,176
Reduced revenue SNBC	17,844
<b>Total Major Increases &amp; decreases in revenue</b>	<b>649,350</b>

\* \$649,350 major increases offset somewhat by other changes, leaving proposed levy increase of \$593,305.

## Highway Department Budget Changes for 2017

<u>Area</u>	<u>Change from 2016 (OVER \$10,000)</u>
Winter sand	\$10,000
Equipment rental	\$10,000
* Capital outlay: maintenance	\$417,665
-due to financing of grader in 2016	
Consultant services (engineering)	\$10,000
Capital outlay: engineering	\$67,750 Trimble
Negotiated employment contracts at 4%	\$90,088
Preliminary health insurance increase at 20%	\$77,419
Miscellaneous line items - total changes	\$21,772
Proposed levy increase	\$704,694
TOTAL PROPOSED LEVY INCREASE IF GRADER HADN'T	\$256,234

\* Would be \$30,795 **decrease** for 2017 without grader financing

IF TRANSPORTATION TAX PASSES, THIS COULD DECREASE BY \$125,000 IF BOARD SO CHOOSES

# PHHS 2016 Projected vs 2016 Budget

## Major Projected Increases VS 2016 Budget

	<u>Increases</u>
Salary & Benefits	181,379
Out of Home Placements	57,282
Share of Nursing Homes	9,277
Reduced revenue MSHO & MSC senior programs	24,658
Reduced children's mental health targeted case mgmt	15,152
<b>Total Major Increases &amp; decreases in revenue</b>	<b>287,748</b>

# Building Fund Budget Increases for 2017

<u>Major Increases</u>	<u>Increases Over 2016</u>
PHHS Offices Remodeling	55,000
Historical Society bathrooms, floors, painting (removed from 2016)	29,500
Skateboard 6 year replace schedule (removed from 2016)	15,000
Community Ctr parking Lot 5 year replace schedule	10,000
Community Ctr Playground 5 year replace schedule	15,000
Compressors (now is in Dept 509 budget)	(11,500)
<b>Total Major Increases</b>	<b>113,000</b>

# County Revenues, Expenditures, and Levy History

## Government Funds:

As of 8/23/16

	<u>Budgeted Expenditures</u>	<u>Budgeted Revenues</u>	<u>Budgeted Use of Fund Balance</u>	<u>Levy</u>	<u>Percent Change</u>
1989	7,996,541	4,892,395	372,929	2,731,217	
1990	7,235,813	4,379,936	62,604	2,793,273	2.27%
1991	9,142,164	6,254,877	430,014	2,457,273	-12.03%
1992	9,202,686	6,425,279	246,416	2,530,991	3.00%
1993	9,664,045	7,113,601	19,453	2,530,991	0.00%
1994	8,154,098	5,452,998	104,871	2,596,229	2.58%
1995	9,413,585	6,730,693	305,251	2,377,641	-8.42%
1996	11,440,807	8,513,261	353,015	2,574,531	8.28%
1997	11,978,811	8,357,630	595,855	3,025,326	17.51%
1998	11,652,430	8,134,082	374,031	3,144,317	3.93%
1999	11,148,987	7,254,931	565,981	3,328,075	5.84%
2000	12,539,938	8,816,381	406,610	3,316,947	-0.33%
2001	17,247,297	13,429,579	500,771	3,316,947	0.00%
2002	16,618,348	11,929,957	530,363	4,158,028	25.36%
2003	17,104,914	12,502,733	521,460	4,080,721	-1.86%
2004	11,964,292	7,524,979	162,233	4,277,080	4.81%
2005	12,665,299	7,826,748	493,563	4,344,988	1.59%
2006	13,948,344	8,992,305	393,802	4,562,237	5.00%
2007	14,048,828	8,601,115	429,206	5,018,507	10.00%
2008	15,576,310	9,581,736	474,217	5,520,357	10.00%
2009	17,206,747	11,487,900	95,218	5,623,629	1.87%
2010	17,071,422	10,331,143	853,127	5,887,152	4.69%
2011	15,946,987	9,332,066	727,769	5,887,152	0.00%
2012	17,178,352	11,035,672	153,493	5,989,187	1.73%
2013	17,326,357	10,877,800	339,454	6,109,103	2.00%
2014	18,514,501	11,714,903	513,241	6,109,103	0.00%
2015	18,165,534	10,806,375	842,311	6,516,848	6.67%
2016	19,527,755	12,334,690	122,285	7,070,780	8.50%
<b>2017 P</b>	<b>19,710,385</b>	<b>10,802,290</b>	<b>(85)</b>	<b>8,908,180</b>	<b>25.99%</b>
<b>Avg Chg</b>	<b>3.270%</b>			<b>4.310%</b>	

A:Budget:2017: County Rev exp lev history 2017

8/9/2016

COOK COUNTY  
MOODY'S FUND BALANCE ADEQUACY REVIEW  
2014 vs 2015

	<u>General Fund</u>	<u>Human Services</u>	<u>Debt Svc</u>	<u>TOTAL</u>
<u>2015 ADJUSTED FOR LATE RECEIPT</u>				
Unrestricted Fund Balance - Add Back \$1,887,300 BWCA money received on 3/23/16.	8,038,421	540,417	1,496,673	10,075,511
Revenue 2015 - Add Back \$1,887,300 BWCA money	9,222,685	2,693,359	1,079,352	12,995,396
Adjusted Estimate of FB %				<b>77.531%</b>
 <u>2015 AUDITED</u>				
Unrestricted Fund Balance 12/31/15 (unaudited)	6,151,121	540,417	1,496,673	8,188,211
Revenue 2015	7,335,385	2,693,359	1,079,352	11,108,096
Fund Balance as a Percentage of Revenue				<b>73.714%</b>
 <u>2014 AUDITED</u>				
Unrestricted Fund Balance 12/31/14	7,919,746	641,289	1,414,105	9,975,140
Revenue 2014	9,362,395	2,484,111	691,737	12,538,243
Fund Balance as a Percentage of Revenue				<b>79.56%</b>

auditor/ budget policy & preparation/ fund balance adequacy review

## NON-MANDATED LEVIES

County Operations	2010	2011	2012	2013	2014	2015	2016	2017	Increase
							FINAL	Proposed	
Airport Fund	84,000	79,000	95,300	95,300	95,300	95,300	95,300	95,300	
MN Extension Service	61,753	69,502	63,511	68,545	68,963	67,845	63,887	66,123	
Community Building	60,574	69,680	62,841	66,418	69,566	88,865	94,675	106,047	
Emergency Conference	3,165	8,220	8,020	7,995	7,995	5,175	-	5,775	
YMCA					110,000	110,000	110,000	145,000	
<b>Joint Powers Agreements</b>	123,056								
EDA	148,566	148,566	148,566	150,000	210,000	223,550	223,550	329,290	
GM Library	124,996	131,109	130,561	130,561	130,810	134,532	145,564	156,591	
<b>Other Countywide Govt Related</b>									
Cook County SWCD	35,400	36,120	40,120	39,526	39,526	36,526	36,239	58,989	
CC Historical Society	30,342	55,000	55,000	55,000	55,000	55,400	50,000	62,500	
	398,290	591,084	604,467	613,345	787,160	817,193	819,215	1,025,615	206,400
<b>DISCRETIONARY/NON-PROFIT</b>									
No. Shore Vis Ctr (new entity in 2017)			5,000	5,000	5,000	5,000	5,000	5,000	
Volunteer Attorney	2,500	2,500	2,500	2,500	2,500	2,500	2,500	3,000	
Legal Aid	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	
Senior Center	90,000	83,000	81,000	81,000	81,000	81,000	73,000	81,000	
Violence Prevention Ctr	7,650	7,650	7,000	17,500	17,500	14,875		10,000	
Gunflint Hist. Society	100,000								
Art Colony	13,375	12,375	13,375	5,000	5,000	5,000	7,000	19,600	
NS Music Assn				3,000	3,000	3,000	3,000	3,000	
WTIP				2,375	3,000	3,000	3,000	3,000	
GM Playhouse				4,000	4,000	4,000	4,000	4,000	
Schroeder Hist. Society			15,000	15,000	15,000	15,000	15,000	15,000	
City: Pool & Lessons	8,000	75,000	75,000	75,000	75,000		0		
City: Gunflint Hills Golf		5,000	5,000	5,000	5,000		0		
Commun Ed: Recreation	9,500	12,000	15,000	15,000	15,000	5,000	15,000	15,000	
Birch Grove School: Rec.						6,000	9,000	15,000	
Incredible Exchange	2,000	2,500	2,000	3,000	3,000	2,500	0		
County Agricultural Soc	7,500	6,800	7,300		7,500		0		
Higher Education (RDC)	9,500	9,500	15,000	15,000	15,000	10,000	15,000	40,000	
Birch Grove Foundation	14,300	14,300	13,800	14,300	14,300	20,000	15,000	35,000	
<b>TOTAL DISCRETIONARY</b>	268,325	229,625	260,975	266,675	274,800	195,875	170,500	252,600	82,100

Incredible Exchange and Dog Park now budgeted in Community Center.  
 EDA budget includes 60,000 BDA Bond Support beginning 2014 budget.  
 CC Historical Society main buildings are owned and maintained by the County. Many counties fund countywide historical societies. Moved to Other Govt Related  
 VPC did not request levy support in 2016 due to sufficient state funding.

Max Discretion was set at 4% during 2016 budget. Since then Hist. Soc. has moved to Other Govt related - changing the formula to 3%.

2016 Formula for Maximum Discretionary: 2015 County levy time	6,516,848	3%	195,505.44
2017 Formula for Maximum Discretionary: 2016 County levy time	7,070,780	3%	212,123.40

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

B.A.

1.	a. Topic or Issue: (As should be listed on agenda) Transportation Sales Tax	b. Requested Date: 8/23/2016	c. Amount of time with Board 60 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? Yes	b. If so, When? 8/16/2016	c. What was the result? Asked for more time to discuss	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?			
6.	<b>BOARD ACTION REQUESTED</b> (detail what you seek from the board, including motion/vote): Review the options before the board regarding the transportation sales tax and discuss a resolution and project list for consideration.			
7.	<b>BACKGROUND AND JUSTIFICATION</b> (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider).			
8.	How will this request affect the County Budget?			
9.	Have funds been budgeted/allocated for this request?			
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.):			

**COUNTY STAFF INFORMATION**

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

## Cook County Transportation Sales Tax Projects (Right-of-Way Costs Yet to be Determined)

Road	Road Name	From	To	Type of Work	Estimated Project Cost
				Grand Marais Facility	\$12,275,000
				Tofte Satellite Facility	\$845,000
				Hovland Satellite Facility	\$835,000
				Maple Hill Pit Road	\$75,000
				Junco Gravel Pit	\$300,000
				Cross River Gravel Pit	\$90,000
				Road Sign Inventory	\$95,000
				Road and Driveway Culvert Inventory	\$165,000
				Road Centerline Inventory	\$95,000
CSAH 1	Cramer Road	TH 61	End of Pavement	Bituminous Replacement to 10 Ton Standard	\$1,088,758
CSAH 1	Cramer Road	End of Pavement	Sugarloaf Road	Reconstruct to 10 Ton Standard	\$3,150,576
CSAH 1	Cramer Road	Sugarloaf Road	County Line	Reconstruct to Gravel Standard	\$773,955
CSAH 1	Cramer Road			Two Island River Bridge	\$215,280
CSAH 2	Sawbill Trail	TH 61	Britton Peak	Bituminous Replacement to 10 Ton Standard	\$1,221,480
CSAH 2	Sawbill Trail	Britton Peak	Honeymoon Trail	Repair culverts and subgrade, and Pave	\$2,925,000
CSAH 2	Sawbill Trail	Honeymoon Trail	Temperance River	Repair culverts and subgrade, and Pave	\$497,250
CSAH 2	Sawbill Trail	Temperance River	FR 170 (The Grade)	Repair culverts and subgrade, and Pave	\$1,989,000
CSAH 2	Sawbill Trail			Temperance River Bridge	\$819,000
FR 170	The Grade				TBD
CSAH 4	Caribou Trail	TH 61	Honeymoon Trail	Mill and Overlay existing pavement	\$1,272,960
CSAH 4	Caribou Trail	Honeymoon Trail	Clara Lake Road	Reconstruct to 10 Ton Standard	\$1,450,800
CSAH 4	Caribou Trail	Clara Lake Road	FR 170 (The Grade)	Reconstruct to Gravel Standard	\$8,301,150
CSAH 5	Ski Hill Road	TH 61	Bridge Run Bridge	Mill and Overlay existing pavement	\$266,760
CSAH 5	Ski Hill Road	Bridge Run Bridge	CR 36	Mill and Overlay existing pavement	\$66,690
CSAH 5	Ski Hill Road			Ski Run Bridge	\$655,000
CSAH 6		TH 61	Brandon Lane	Reconstruct to 10 Ton Standard	\$1,374,589
CSAH 6				Fall River - replace existing culvert with bridge	\$660,000
CSAH 6		Brandon Lane	CSAH 8	Reconstruct to 10 Ton Standard	\$4,161,264
CSAH 7		TH 61	CSAH 6	Mill and Overlay existing pavement	\$1,104,480
CSAH 7		CSAH 6	CSAH 15	Mill and Overlay existing pavement	\$466,128
CSAH 7		CSAH 15	TH 61	Mill and Overlay existing pavement	\$222,768
CSAH 8	Devil Track Road	CSAH 12	CSAH 6	Reconstruct to 10 Ton Standard	\$1,028,360
CSAH 8	Devil Track Road	CSAH 6	MP 2.04	Reconstruct to 10 Ton Standard	\$1,188,133
CSAH 8	Devil Track Road	MP 2.04	CR 27	Overlay to 10 Ton Standard	\$666,900
CSAH 8	Devil Track Road	CR 27	CR 57	Reconstruct to 10 Ton Standard	\$2,919,553
CSAH 9	Wisconsin Street	TH 61	CSAH 10	Mill and Overlay existing pavement	\$115,109
CSAH 10	Broadway	CSAH 7	TH 61	Replace Existing Pavement	\$281,700
CSAH 10	Broadway	TH 61	Coast Guard Station	Mill and Overlay existing pavement	\$130,457
CSAH 12	Gunflint Trail	TH 61	CSAH 15	Mill and Overlay existing pavement	\$383,698
CSAH 12	Gunflint Trail	CSAH 15	CSAH 8	Replace Existing Pavement & Add Shoulder	\$1,881,360
CSAH 12	Gunflint Trail			Little Devil Track River Bridge	\$581,600
CSAH 12	Gunflint Trail	CSAH 8	CR 60	Bituminous Replacement	\$1,158,300
CSAH 12	Gunflint Trail	Hedstrom's Mill	FR 140 (Trout Lake Road)	Mill and Overlay existing pavement	\$1,003,392
CSAH 12	Gunflint Trail	FR 140 (Trout Lake Road)	Greenwood Lake Road	Bituminous Replacement	\$2,574,000
CSAH 12	Gunflint Trail	Greenwood Lake Road	FR 152	Bituminous Replacement	\$3,173,742
CSAH 12	Gunflint Trail	FR 152	CSAH 22	Bituminous Replacement	\$3,416,985
CSAH 12	Gunflint Trail	CSAH 22	CSAH 22	Relocate Mailboxes for Safety	\$117,000
CSAH 12	Gunflint Trail	CSAH 22	CR 92 E	Bituminous Replacement to CSAH 21 & Mill and Overlay existing pavement	\$1,765,530
CSAH 12	Gunflint Trail	CR 92E	CR 92W	Bituminous Replacement	\$2,691,000
CSAH 12	Gunflint Trail	CR 92W	Cross River Pit	Mill and Overlay existing pavement	\$1,604,304
CSAH 12	Gunflint Trail	Cross River Pit	Larch Creek	Bituminous Replacement	\$2,189,187
CSAH 12	Gunflint Trail	Larch Creek	CR 81	Bituminous Replacement	\$2,687,256
CSAH 12	Gunflint Trail			Seagull Creek Bridge	\$256,230
CSAH 12	Gunflint Trail			Sinking Road Project @ Seagull Lake	\$90,000
CSAH 12	Gunflint Trail	CR 81	Camp Ground	Bituminous Replacement	\$894,485
CSAH 13	Fall River Road	TH 61	CSAH 7	Reconstruct to 10 Ton Standard	\$1,259,880
CSAH 14		TH 61	CR 60	Reconstruct to 10 Ton Standard	\$2,471,040

**Cook County Transportation Sales Tax Projects  
(Right-of-Way Costs Yet to be Determined)**

Road	Road Name	From	To	Type of Work	Estimated Project Cost
CSAH 14		CR 60	CR 68	Reconstruct to Gravel Standard	\$3,101,963
CSAH 14		CR 68	TH 61	Reconstruct to 10 Ton Standard	\$1,183,304
CSAH 15	5th Avenue West	TH 61	CSAH 7	Reconstruction	\$1,398,370
CSAH 15	5th Avenue West	CSAH 7	CSAH 12	Mill and Overlay existing pavement	\$95,924
CSAH 16	Arrowhead Trail	TH 61	Tower Road	Bituminous Replacement	\$1,436,292
CSAH 16	Arrowhead Trail			Otis Creek - replace existing culvert with bridge	\$215,000
CSAH 16	Arrowhead Trail	Tower Road	Irish Creek Road	Reconstruct to 10 Ton Standard	\$4,794,133
CSAH 16	Arrowhead Trail	Irish Creek Road	FR 313 (Shoe Lake Road)	Reconstruct to Gravel Standard	\$3,760,467
CSAH 17	Old Highway 61	TH 61	Mineral Center	Surfacing improvements	\$1,265,000
CSAH 17	Old Highway 61			Hollow Rock River Bridge	\$131,040
CSAH 17	Mineral Center Road	Mineral Center	MP 1.0	Surfacing improvements	\$350,750
CSAH 17	Mineral Center Road	MP 1.0	TH 61	Reconstruct to 10 Ton Standard	\$1,079,173
CSAH 17	Mile Creek Road	Casino	CSAH 23	Mill and Overlay existing pavement	\$202,176
CSAH 17	Mile Creek Road			Rehabilitation of Historic Bridge	\$700,280
CSAH 17	Upper Road	CSAH 23	Grand Portage School	Realignment to the north with new bridge	\$1,755,000
CSAH 17	Upper Road	CSAH 23	End of Road	Mill and Overlay existing pavement	\$512,928
CSAH 18	South Shore Drive	CSAH 8	End of Road	Bituminous Replacement	\$1,345,500
CSAH 19	8th Avenue West	TH 61	CSAH 7	Mill and Overlay existing pavement	\$387,337
CSAH 20	South Gunflint Lake Road	CSAH 12	Mile O Pine Road	Reconstruct to 10 Ton Standard	\$2,707,400
CSAH 21	Hungry Jack Road	CSAH 12	Leo Lake Boat Landing	Reconstruct to 10 Ton Standard	\$899,311
CSAH 21	Hungry Jack Road	Leo Lake Boat Landing	End of Road	Reconstruct to 10 Ton Standard	\$1,353,700
CSAH 22	Clearwater Road	CSAH 12	End of Road	Reconstruct to 10 Ton Standard	\$4,932,012
CSAH 23	Store Road	CSAH 17	TH 61	Mill and Overlay existing pavement	\$131,040
CR 24	Tofte Park Road	TH 61	Tofte Town Hall	Mill and Overlay existing pavement	\$131,040
CR 26	Anderson Road	CR 52	End of Road	Replace culverts and resurface with 4" Class 1	\$23,194
CR 27	Ball Club Road	CSAH 8	MP 1.0	Reconstruct to 10 Ton Standard	\$946,643
CR 27	Ball Club Road	MP 1.0	FR 170 (The Grade)	Reconstruct to Gravel Standard	\$2,518,425
CR 27	Ball Club Road			Junco River Bridge	\$245,000
CR 28	Alfred Creek Road	TH 61	End of Road	Gravel Resurfacing	\$46,674
CR 28	Alfred Creek Road			Alfred Creek Bridge	\$283,140
CR 29	Bayview Drive	TH 61	TH 61	Mill and Overlay existing pavement	\$59,904
CR 30	Dyer Lake Road	CSAH 1	Boat Landing	Reconstruct to Gravel Standard	\$331,695
CR 31	Springdale Road	CSAH 2	End of Road	Mill and Overlay existing pavement	\$80,496
CR 33	Parent Lake Road	CSAH 49	End of Road	Replace culverts and resurface with 4" Class 1	\$582,021
CR 33	Parent Lake Road			Hog Creek - replace existing culvert with bridge	\$204,750
CR 34		TH 61	End of Road	Ditch and Pave	\$1,649,727
CR 35		TH 61	End of Road	Ditch and Pave	\$1,171,545
CR 36	Ski Hill Road	CSAH 5	Cul-de-Sac	Gravel Resurfacing	\$51,798
CR 37	Mink Ranch Road	TH 61	End of Road	Reconstruct to Gravel Standard	\$546,683
CR 38	Peninsula Point Road	CSAH 4	End of Road	Replace culverts and resurface with 4" Class 1	\$125,080
CR 39	Caribou Drive	CSAH 4	End of Road	Reconstruct to 7 Ton Standard	\$1,123,742
CR 40	Hansen Hjemsted Road	TH 61	End of Road	Ditch and Pave	\$317,441
CR 41	Hall Road	TH 61	End of Road	Ditch and Pave	\$514,255
CR 42	Cardinal Road	CSAH 7	Perry's Home	Reconstruct to Gravel Standard	\$857,248
CR 42	Cardinal Road	Perry Home	Wahlstrom Home	Reestablish through Road	\$491,400
CR 42	Cardinal Road	Wahlstrom Home	CR 45	Reconstruct to Gravel Standard	\$362,408

**Cook County Transportation Sales Tax Projects  
(Right-of-Way Costs Yet to be Determined)**

Road	Road Name	From	To	Type of Work	Estimated Project Cost
CR 43	Wildwood Lane	CR 45	End of Road	Replace culverts and resurface with 4" Class 1	\$121,241
CR 44		CSAH 7	CR 45	Reconstruct to 10 Ton Standard	\$605,588
CR 44		CR 45	End of Road	Reconstruct to 7 Ton Standard	\$649,087
CR 45	Pike Lake Road	CSAH 7	End of Road	Reconstruct to 10 Ton Standard	\$9,994,360
CR 46	North Gunflint Lake Road	CSAH 12	End of Road	Reconstruct to Gravel Standard	\$472,973
CR 46	North Gunflint Lake Road			Cross River Bridge	\$897,500
CR 47	Round Lake Road	CSAH 12	End of Road	Gravel Resurfacing	\$74,711
CR 48		CSAH 7	CSAH 7	Reconstruct to 7 Ton Standard	\$933,278
CR 49	Sawbill Trail	CSAH 2	End of Road	Ditch and Gravel Surface	\$647,194
CR 49	Sawbill Trail			Sawbill Creek Bridge	\$167,310
CR 50	South Gunflint Lake Road	CSAH 20	End of Road	Ditch and Gravel Surface	\$26,780
CR 51	Loon Lake Road	CSAH 12	End of Road	Ditch and Pave	\$106,679
CR 52	Cutoff Road	CSAH 12	CSAH 12	Ditch and Pave	\$222,502
CR 53	Pincushion Road	CSAH 12	Parking Lot	Mill and Overlay existing pavement	\$102,960
CR 54	Maple Hill Drive	CSAH 12	End of Road	Reconstruct to 7 Ton Standard	\$419,023
CR 55	Golf Course Road	CSAH 12	CSAH 12	Reconstruct to 7 Ton Standard	\$769,014
CR 55	School House Road	CSAH 12	CSAH 12	Ditch and Gravel Surface	\$114,574
CR 55	Wahlstrom Road	CSAH 12	CSAH 12	Ditch and Gravel Surface	\$105,128
CR 56	Dairy Road	CR 60	End of Road	Ditch and Gravel Surface	\$90,384
CR 57	Devil Track Road	CSAH 8	FR 158 (Bally Creek Road)	Ditch and Gravel Surface	\$344,798
CR 58	Lindskog Road	TH 61	CR 60	Reconstruct to 7 Ton Standard	\$1,688,788
CR 59	Manitou Trail	TH 61	End of Road	Mill and Overlay existing pavement	\$119,808
CR 60		CSAH 12	CR 58	Reconstruct to 10 Ton Standard	\$1,845,031
CR 60		CR 58	CSAH 14	Reconstruct to Gravel Standard	\$3,039,722
CR 60				Woods Creek Bridge	\$132,210
CR 62	4th Avenue West	CSAH 7	CSAH 12	Bituminous Replacement	\$220,078
CR 64	Old Ski Hill Road	CR 52	End of Road	Reconstruct to 10 Ton Standard	\$1,845,954
CR 67	Linnell Road	TH 61	End of Road	Reconstruct to Gravel Standard	\$816,953
CR 68	Caspers Hill Road	CSAH 14	End of Road	Ditch and Gravel Surface	\$65,835
CR 69	North Road	TH 61	CSAH 16	Reconstruct to 9 Ton Standard	\$5,441,277
CR 69	North Road			Flute Reed River Bridge	\$827,190
CR 69	North Road			Flute Reed River Bridge	\$827,190
CR 69	North Road	CSAH 16	TH 61	Reconstruct to 9 Ton Standard	\$361,219
CR 70	Camp 20 Road	CR 69	End of Road	Reconstruct to Gravel Standard	\$2,678,130
CR 70	Camp 20 Road			Flute Reed River Bridge	\$314,730
CR 70	Camp 20 Road			Flute Reed River Bridge	\$225,810
CR 71	Moose Valley Road	TH 61	End of Road	Reconstruct to Gravel Standard	\$1,855,035
CR 71	Moose Valley Road			Carlson Creek Bridge	\$237,510
CR 74	Arrowhead Trail	FR 313 (Shoe Lake Road)	End of Road	Reconstruct to Gravel Standard	\$700,245
CR 74	Arrowhead Trail			Pine River Bridge	\$489,060
CR 75	Sobanja Lane	CSAH 6	End of Road	Reconstruct to Gravel Standard	\$171,990
CR 76	Stonegate Road	CR 88	End of Road	Reconstruct to Gravel Standard	\$257,985
CR 77	Hammer Road	TH 61	End of Road	Gravel Resurfacing	\$19,636

**Cook County Transportation Sales Tax Projects  
(Right-of-Way Costs Yet to be Determined)**

Road	Road Name	From	To	Type of Work	Estimated Project Cost
CR 78	Gonnellas/Trailsyde Road	TH 61	End of Road	Ditch and Pave	\$67,055
CR 80	Spruce Point Road	TH 61	End of Road	Ditch and Pave	\$60,959
CR 81	Moose Pond Drive	CSAH 12	Boat Landing	Reconstruct to 7 Ton Standard	\$266,651
CR 82	Nordlof Road	TH 61	End of Road	Ditch and Pave	\$60,959
CR 83	Sag Landing Rod	CSAH 12	Boat Landing	Reconstruct to 7 Ton Standard	\$660,278
CR 84	Ongstad Road	TH 61	End of Road	Ditch and Gravel Surface	\$11,159
CR 85	Poplar Lake Road	CSAH 12	CSAH 12	Ditch and Gravel Surface	\$111,585
CR 86	Hollow Rock Resort Road	TH 61	End of Road	Gravel Resurfacing	\$16,078
CR 87	Croftville Road	TH 61	TH 61	Mill and Overlay existing pavement	\$318,240
CR 88	Chicago Bay Road	TH 61	TH 61	Mill and Overlay existing pavement	\$131,040
CR 89	Old Highway 61	CSAH 17	End of Road	Turn back to Gravel Road	\$1,386,941
CR 90	Old Shore Road	City Limits	TH 61	Reconstruct to 7 Ton Standard	\$292,046
CR 91	Birch Lake Road	CSAH 12	End of Road	Gravel Resurfacing	\$45,963
CR 92	Old Gunflint Trail	CSAH 12	CSAH 12	Ditch and Gravel Surface	\$502,134
CR 93	Section 11 Road (Near Ongstad)			Vacate Roadway	\$0
CR 94	White Sky/Caribou Access Road	CSAH 4	End of Road	Gravel Resurfacing	\$87,651
CR 95	Wesley Lane	CSAH 8	CSAH 8	Gravel Resurfacing	\$70,579
CR 96	Tamarack Trail/Ida Lane	TH 61	End of Road	Ditch and Pave	\$121,919
CR 97	Cascade Beach Road	TH 61	TH 61	Ditch and Gravel Surface	\$546,768
CR 97	Cascade Beach Road	TH 61	TH 61	Realign west intersection	\$110,000
CR 97	Cascade Beach Road	TH 61	TH 61	Realign east intersection	\$55,000
CR 97	Cascade Beach Road			Spruce Creek Bridge	\$181,350
CR 97	Cascade Beach Road			Replace existing box culvert at Indian Camp	\$181,350
CR 97	Cascade Beach Road			Replace existing box culvert (Unnamed)	\$181,350
CR 101	Birch Drive	TH 61	End of Road	Ditch and Pave	\$295,989
CR 102	Brandon Lane	CSAH 6	End of Road	Ditch and Gravel Surface	\$66,951
CR 103	Taylor Lane	CR 58	End of Road	Gravel Resurfacing	\$14,942
	Skyport Lane	CSAH 8	End of Road	Ditch and Pave	\$97,535
					<b>\$177,158,422</b>

# Greater MN Transportation Sales and Use Tax

Cook County Minnesota  
Public Hearing ♦ August 15, 2016

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## Presentation Outline

- Cook County Demographics
- Road and Bridge Overview
- The Cost of Maintaining our Roads
- Greater MN Transportation Sales and Use Tax
- Implementation Strategy
- Final Thoughts

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## Cook County

- Ranks 82<sup>nd</sup> among Minnesota's 87 counties in terms of population, with approximately 5,176 residents. Hennepin County (No. 1) has 1,223,149 residents
- Ranks 13<sup>th</sup> among Minnesota's 87 counties in terms of land area, with 1,606.5 square miles
- Ranks 87<sup>th</sup> among Minnesota counties in terms of population density, with 3.6 persons per square mile in Cook County
- Comprises primarily publicly owned land (90.73 percent)

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# Road and Bridge Overview

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## What types of roads does Cook County maintain?

- County State Aid Highway (CSAH), Road numbers 1 through 23
- County Roads (CR), Road numbers 24 through 103

Road Type	Paved Miles	Unpaved Miles	Total Miles
County State Aid Highway	119	60	179
County Roads	6	112	118
Total Miles	125	172	297

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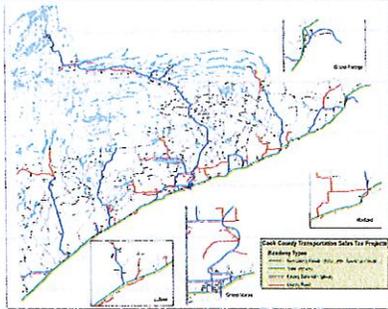
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### What about bridges?

A bridge is defined as any elevated bridge structure or culvert that spans more than 10 feet.

Cook County owns 59 bridges.

- Fifteen (15) are structurally deficient
- Two (2) are functionally obsolete
- One (1) is closed

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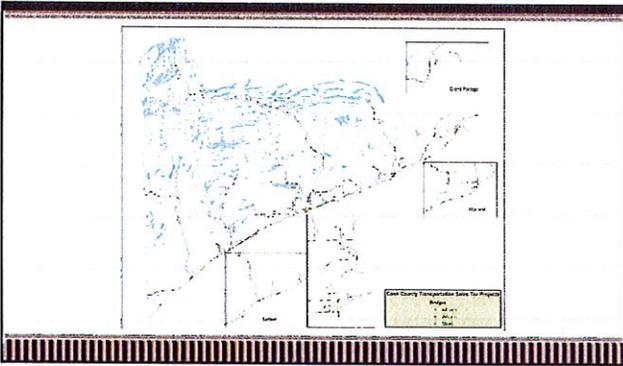
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### The Cost of Maintaining our Roads

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Current Needs

- \$162,383,422 in road and bridge projects, not including ROW
  - ☑ \$98,716,741 on CSAH 1-23
  - ☑ \$54,057,801 on CR 24-103
  - ☑ \$9,608,880 on bridges
- \$465,000 in gravel pit development projects
- \$355,000 in road inventory projects
- \$13,955,000 for facilities (3 sites)
  - ☑ Falling structures (construction/energy efficiency/space)
  - ☑ Covered salt-sand storage
  - ☑ New multi-user fueling system

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State Funding: Highway Users Tax Fund

- |                              |                                   |
|------------------------------|-----------------------------------|
| Revenue sources:             | Distribution method:              |
| • Fuel taxes                 | • 50% needs                       |
| • Motor vehicle license fees | • 30% lane miles                  |
| • Motor vehicle sales taxes  | • 10% motor vehicle registrations |
|                              | • 10% equalization                |

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State Funding: Highway Users Tax Fund (cont.)

Annual Construction Allotment	Annual Maintenance Allotment
CSAH            \$1,907,710	CSAH            \$1,271,507

These distributions are for roads 1 through 23 only.  
At current prices, we would need **50 ½ years** of  
construction allotments to fix our roads as they stand!

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Federal Funding

- Fixing American's Surface Transportation (FAST) Act:
  - ☑ Five-year surface transportation law (2016-2020) for the CSAH program
  - ☑ Funded through the Highway Trust Fund/federal motor fuels tax, with no tax increases since 1993
  - ☑ Provides about \$500,000 to Cook County every 5 years

This program is for roads 1 through 23 only.  
If this program continues as is, it would reduce the  
50 ½-year timeframe for these projects to 48 ½ years.

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Federal Funding (continued)

- Highway Safety Improvement Program (HSIP)
  - ☑ Competitive grant program for the CSAH program
  - ☑ Funded through the Highway Account of the Highway Trust Fund
  - ☑ Provides funding for small safety projects in Cook County

This program funds only small safety projects such as  
striping/signing/lighting.

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Local Funding

- Local tax levy
  - ☑ Only revenue source for constructing and maintaining CR 24 through 103 (118 miles)
  - ☑ Funded through tax assessments for local property owners
  - ☑ Providing \$7,070,780 for County operations as a whole and \$1,887,524 for the Highway Department in 2016
    - \$125,000 budget for maintenance projects

This is the **only** funding source for CR 24 through 103.  
Project list: \$54,057,801  
Project funding: \$125,000  
At these funding levels, it would take **432 years** to fix our county roads!

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# Greater MN Transportation Sales and Use Tax

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## GREATER MINNESOTA TRANSPORTATION SALES AND USE TAX (297A.993)

### Subdivision 1. Authorization; rates.

Notwithstanding section 297A.95, subdivisions 1, 2, 3, 5, and 13, or 477A.015, or any other law, the board of a county outside the metropolitan transportation area, as defined under section 297A.992, subdivision 1, or more than one county outside the metropolitan transportation area acting under a joint powers agreement, may by resolution of the county board, or each of the county boards, following a public hearing impose (1) a transportation sales tax at a rate of up to one-half of one percent on retail sales and uses taxable under this chapter, and (2) an excise tax of \$20 per motor vehicle, as defined in section 297B.01, subdivision 11, purchased or acquired from any person engaged in the business of selling motor vehicles at retail, occurring within the jurisdiction of the taxing authority.

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## GREATER MINNESOTA TRANSPORTATION SALES AND USE TAX (297A.993) (cont.)

### Subd. 2. Allocation; termination.

The proceeds of the taxes must be dedicated exclusively to: (1) payment of the capital cost of a specific transportation project or improvement; (2) payment of the costs, which may include both capital and operating costs, of a specific transit project or improvement; (3) payment of the capital costs of a safe routes to school program under section 174.40; or (4) payment of transit operating costs. The transportation or transit project or improvement must be designated by the board of the county, or more than one county acting under a joint powers agreement. Except for taxes for operating costs of a transit project or improvement, or for transit operations, the taxes must terminate when revenues raised are sufficient to finance the project.

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How does it work?

- The 0.5% local sales tax is levied on anything that is currently subject to state sales and use tax
- Many items are exempt from state sales and use tax and a transportation sales tax as well:
  - ☑ Food, clothing, baby products, pharmaceuticals, electricity, natural gas, farm machinery, fuel oil, wood, propane, LP gas, instructional materials, logging equipment and replacement parts, medical equipment, mill liners, real property, water and many others

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Proposed Implementation Timeline

- Public Hearing: August 15, 2016
- Resolution by Cook County Board of Commissioners: August 23, 2016
- MN Department of Revenue notices to businesses to implement tax: Fall 2016
- Start of sales tax collections: January 1, 2017
- Plan development: 2017
- First project on the ground: Summer 2018

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Transportation Sales and Use Tax Impacts

- Estimated \$750,000 in annual revenue (based on 2015 sales tax collections)
- Estimated that 70-80% of transportation sales and use tax revenue would be generated by non-county residents
- Equivalent to a 10.6% local property tax levy increase, which would all be borne by county property owners

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# Implementation Strategy

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## Road and Bridge Priorities:

- Level of service
  - ▣ Changes in traffic volumes
  - ▣ Ongoing maintenance problems/traffic interruptions
- System continuity
- Bridges
- Pavement preservation
- Strategic improvements

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## Project List

Year	Project Name	Location	Priority	Estimated Cost	Funding Source
2018	SR 100	SR 100	High	\$1,200,000	State
2019	SR 100	SR 100	High	\$1,200,000	State
2020	SR 100	SR 100	High	\$1,200,000	State
2021	SR 100	SR 100	High	\$1,200,000	State
2022	SR 100	SR 100	High	\$1,200,000	State
2023	SR 100	SR 100	High	\$1,200,000	State
2024	SR 100	SR 100	High	\$1,200,000	State
2025	SR 100	SR 100	High	\$1,200,000	State
2026	SR 100	SR 100	High	\$1,200,000	State
2027	SR 100	SR 100	High	\$1,200,000	State
2028	SR 100	SR 100	High	\$1,200,000	State
2029	SR 100	SR 100	High	\$1,200,000	State
2030	SR 100	SR 100	High	\$1,200,000	State

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## Final Thoughts

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### Why Support a Transportation Sales and Use Tax?

- These funds, which are dedicated to transportation improvements, would:
  - Provide an ongoing revenue stream that would be used for long term planning and project delivery
  - Address needs throughout the county
- The bulk of revenues (70-80%) would be generated by non-county residents. All users of county roads and bridges would help fund improvement projects
- This revenue stream would help:
  - Fix our worst roadways
  - Replace deficient and obsolete bridges
  - Implement strategic improvement and pavement preservation programs

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### Questions?

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<u>FULL YEAR</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
COUNTY- WIDE	\$ 751,435.62	\$ 815,897.68	\$ 871,918.20	\$ 921,001.10	\$ 971,360.28	\$ 983,160.32	\$ 1,069,719.65	\$ 383,901.89
CHANGE	-8.3%	8.6%	6.9%	5.6%	5.5%	1.2%	8.8%	-64.1%
LODGING SALES:	25,047,854	27,196,589	29,063,940	30,700,037	32,378,676	32,772,011	35,657,322	12,795,730
			6.9%	4.9%	5.2%	1.2%	8.8%	-64.1%

<u>Y-T-D- 6/30</u>									
COUNTY- WIDE	\$ 266,371.73	\$ 269,752.65	\$ 295,569.39	\$ 308,400.68	\$ 339,424.88	\$ 335,088.90	\$ 360,127.10	\$ 383,901.89	
CHANGE		1.3%	9.6%	3.7%	10.8%	-1.3%	7.5%	6.6%	
YEAR-TO-DATE APPLES TO APPLES COMPARISON - County Wide								8.2%	9.8%

Lutsen-Tofte Tourism Association

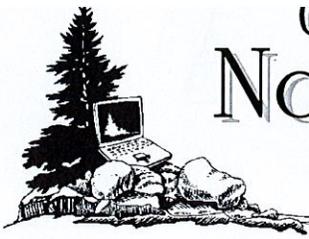
	38	41	44	45	45	45	32	135
<u>MONTH</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
JANUARY	41,174.88	37,117.75	40,194.59	36,623.49	41,959.28	41,925.92	46,203.00	44,277.11
FEBRUARY	36,419.09	36,275.46	40,322.78	37,424.71	44,597.15	39,212.64	41,742.29	47,485.82
MARCH	33,786.62	36,229.02	43,098.83	40,341.39	52,625.69	52,317.18	46,567.70	49,001.08
APRIL	13,424.39	13,486.25	15,122.63	15,898.48	17,453.62	20,661.33	18,461.16	20,220.18
MAY	20,718.47	23,123.74	24,668.31	27,844.14	29,047.71	28,497.81	33,412.90	34,358.80
JUNE	36,659.35	38,342.94	43,649.82	50,655.08	52,544.88	53,741.88	59,074.37	59,924.24
JULY	61,857.99	76,532.97	85,215.76	87,790.96	87,821.16	93,881.13	103,873.31	
AUGUST	78,930.61	88,831.81	92,204.51	97,516.67	102,487.98	108,375.73	111,173.28	
SEPTEMBER	57,343.84	62,675.00	72,081.04	73,676.22	72,393.02	75,238.63	85,243.99	
OCTOBER	45,195.49	53,718.52	54,326.13	53,541.80	58,702.72	62,284.15	69,532.18	
NOVEMBER	15,663.15	17,906.29	20,252.72	22,494.97	22,615.96	22,259.26	23,178.46	
DECEMBER	34,185.29	40,966.43	41,222.08	46,240.48	44,452.04	43,064.41	42,448.26	
TOTAL	\$ 475,359.17	\$ 525,206.18	\$ 572,359.20	\$ 589,848.39	\$ 626,701.21	\$ 641,460.07	\$ 680,910.90	\$ 255,267.23
Jan - June Comp	-15.0%	1.3%	12.2%	0.7%	14.2%	-0.8%	3.9%	4.0%
YEAR-TO-DATE APPLES TO APPLES COMPARISON							5.2%	7.1%

Grand Marais Area Tourism Assn.

	39	41	44	45	45	45	25	41
<u>MONTH</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
JANUARY	6,226.16	5,506.23	5,502.35	5,293.54	6,226.19	5,836.32	7,396.36	8,952.71
FEBRUARY	6,475.30	6,576.12	6,881.67	7,317.32	7,796.38	6,256.26	8,453.95	10,656.64
MARCH	6,383.77	6,186.76	6,251.59	7,416.76	7,585.73	6,786.36	8,148.52	9,901.64
APRIL	3,979.32	4,683.75	4,420.96	5,339.86	5,065.87	4,876.63	6,456.72	8,172.08
MAY	11,041.90	10,973.92	10,141.22	12,015.75	11,752.69	12,285.32	16,120.49	18,729.48
JUNE	21,524.03	20,848.91	20,807.22	24,229.61	26,548.19	26,367.14	30,682.04	32,381.25
JULY	35,753.78	37,834.25	38,064.67	42,534.81	42,619.40	44,440.60	48,860.17	
AUGUST	37,434.44	41,462.37	40,898.60	45,685.01	46,367.22	47,342.35	50,536.97	
SEPTEMBER	30,707.26	32,280.22	33,650.66	36,708.86	36,756.28	36,649.96	43,548.83	
OCTOBER	16,885.65	20,764.87	20,283.64	21,841.62	23,923.75	23,182.52	27,837.64	
NOVEMBER	4,749.16	4,918.61	5,075.92	5,866.94	7,350.91	5,751.24	7,732.51	
DECEMBER	4,057.00	4,082.19	5,174.84	5,859.19	5,430.78	4,657.46	7,376.30	
TOTAL	\$ 185,217.77	\$ 196,118.20	\$ 197,153.34	\$ 220,109.27	\$ 227,423.39	\$ 224,452.16	\$ 263,150.50	\$ 88,793.80
Jan - June Comp	-0.1%	-1.5%	-1.4%	14.1%	5.5%	-3.9%	23.8%	14.9%
YEAR-TO-DATE APPLES TO APPLES COMPARISON							22.2%	16.6%

Gunflint Trail Tourism Association

	26	28	28	29	27	27	15	22
<u>MONTH</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
JANUARY	5,148.42	4,921.27	5,578.62	5,477.42	6,003.47	5,898.72	5,727.29	6,300.51
FEBRUARY	5,013.71	5,799.06	6,633.81	6,639.17	5,941.21	6,379.58	6,635.60	7,748.26
MARCH	3,581.79	3,414.58	4,664.93	4,116.77	4,513.83	4,182.35	4,529.51	3,861.29
APRIL	918.65	830.90	1,041.66	1,268.17	1,439.78	907.16	902.68	1,088.74
MAY	4,252.45	4,441.83	4,900.56	5,455.85	4,478.00	4,621.84	4,844.08	5,555.75
JUNE	9,643.43	10,994.16	11,687.84	13,243.17	13,845.21	14,314.46	14,768.44	15,286.31
JULY	18,734.86	21,517.56	21,797.27	21,857.77	25,372.80	24,824.80	26,835.80	
AUGUST	22,543.87	20,973.15	21,644.76	24,813.15	27,725.95	28,873.92	30,048.56	
SEPTEMBER	10,317.77	10,788.26	12,109.18	15,478.77	13,918.35	13,812.03	16,102.20	
OCTOBER	6,117.83	5,670.66	6,988.64	6,852.61	7,998.10	7,819.43	9,507.32	
NOVEMBER	1,279.16	1,549.99	1,900.25	1,891.71	2,140.05	1,650.73	1,626.57	
DECEMBER	3,306.74	3,671.88	3,458.14	3,948.88	3,858.93	3,963.07	4,130.20	
TOTAL	\$ 90,858.68	\$ 94,573.30	\$ 102,405.66	\$ 111,043.44	\$ 117,235.68	\$ 117,248.09	\$ 125,658.25	\$ 39,840.86
Jan - June Comp	-19.9%	6.5%	13.5%	4.9%	0.1%	0.2%	3.0%	6.5%
YEAR-TO-DATE APPLES TO APPLES COMPARISON							2.7%	14.4%



# Cook County Higher Education North Shore Campus

19.B.

*Advanced Education and Training on the North Shore*

300 W. 3<sup>rd</sup> Street, Po Box 57 Grand Marais, MN 55604

(218) 387-3411 FAX: (218) 387-3413 Email: [highered@northshorecampus.org](mailto:highered@northshorecampus.org)

## CCHE Board of Directors Agenda

Monday August 22, 2016 Location: North Shore Campus, Room 114

**Finance Committee: 3:30**

**Board Meeting: 4:00**

**Mission:** Provide local access and support for college education and training on the North Shore of Lake Superior.

*Education Where You Live*

**Vision:** Building a sustainable higher education and workforce training presence in Cook County that meets the needs of individual students and local organizations.

*College Prep • College Degrees • Workforce Training • Lifelong Learning*

**Note:** There are no committee reports this month. Committee reports will be discussed in the “odd” months. Thank you!

### A. Approval of Agenda

### B. Approval of Minutes

### C. Board Business

1. **Community Outreach:** Doug Bruce will report on the work the outreach committee has been doing for the past several months.

**Goals:**

- Review our current mission, vision, and strategic goals (attached)
- Consider a revision of our vision statement
- Discuss outreach in light of our mission, vision, and strategic goals

2. **Other News:** Donna Gestel with some updates and final planning details regarding the September 7<sup>th</sup> Afternoon Tea.

3. **Other News:** Sundet Wolf with some CCHE updates

- New part-time hire for data entry
- Planned visit to Governor’s office
- Boreal services

**Adjourn**

**Next Board Meeting:** September 26, 2016 (*the fourth Monday*) – committee reports

[www.northshorecampus.org](http://www.northshorecampus.org)

\* An Equal Opportunity Provider \*

**Cook County Higher Education Board of Directors Meeting Minutes**  
**July 25, 2016 Board Meeting 4:00-5:10pm**  
**CCHE Classroom 114, North Shore Campus, Grand Marais, Minnesota**

**Board Members Present:** Janet Ditmanson, Karen Halbersleben, Roger Opp, Bob Pranis, Janice Latz, Doug Bruce, Carol Mork, Clair Nalezny, and Donna Gestel Paine. **Staff Members Present:** Paula Sundet Wolf, Kelsey Rogers Kennedy, and Sarah Stover

**Meeting called to order.**

**A. Approval of Agenda:**

With the addition of check signing approval for Sundet Wolf, Moved: Paine, Second: Pranis. Motion carried.

**B. Approval of March Minutes:**

Moved: Paine, Second: Latz. Motion carried.

**C. Board Business: Committee Reports** *waiting for tech connection for finance report*

**Executive Director:** Sundet Wolf noted that the Northland Foundation will contact us in August regarding our grant request for our Social Enterprise capacity/growth proposal. The ITV equipment has been ordered – expenses will be reimbursed by IRRRB. Also mentioned a community request for an Undoing Racism workshop – CCHE will explore collaborative partnerships for this project.

**Program Report - Student Services Coordinator:** Stover announced she is pregnant, and expecting in January. Also expressed her deep appreciation of her work with CCHE students. Pranis asked about the possibility of doing video interviews with students – Sundet Wolf said Patrick Knight is interested in doing the work – Stover said she would talk to students about participating.

**Other announcement:** Donna Gestel recently married and is now Donna Paine, and earlier this year she received a promotion at the Grand Marais State Bank – she is now the Internal Auditor. Congratulations and best wishes were expressed.

**Program Report - Program Coordinator:** Rogers Kennedy reported she is working on 2016/2017 fall winter programming, and has several exciting new language classes in the works. She thanked Halbersleben for setting a wonderful example of cohort cohesiveness, and hopes that can be replicated with some of these other topics. Halbersleben noted that 22 people from her classes took a trip to England under the sponsorship of CCHE, and sees her classes and activities as a form of outreach. Sundet Wolf asked for photos and stories to be used in the annual report. Pranis asked Rogers Kennedy about the cancelations; Rogers Kennedy responded this generally because we did not reach minimum enrollment (for cost-effectiveness), although sometimes due to instructor cancelations.

**Legislative:** Sundet Wolf is planning to meet with the Governor this summer, and mentioned that the MnSCU Chancellor's Office has received positive feedback from him regarding higher education initiatives. This is a good time to follow up on that support.

**Scholarship:** Sundet Wolf noted that she has received a couple more Lloyd K. Johnson applications that may need approval – she will keep the committee and board informed.

**Fundraising:** Paine reviewed progress toward the September 7 Afternoon Tea fundraiser, and noted the proposed activities, including a 50/50 raffle, and a photo booth with the Queen (Sundet Wolf ordered a life-size cardboard cutout). Halbersleben will follow up with the volunteer to help person the photo booth. Sundet Wolf is also actively soliciting sponsors and gift certificates. Invitations to the event will be sent out after Fisherman's Picnic, and board members will be recruited to help with the mailing. Volunteers for the event itself will be asked to sign up at our next board meeting.

**Outreach:** No news at this time.

**Personnel:** Halbersleben and Ditmanson reported the MnSure renewal was processed through personnel and executive committee approval. The MnSure timeline was extremely brief, so the committees proceeded after reviewing Sundet Wolf's work reviewing various health care plans. Sundet Wolf announced there is an enrollment deadline of August 8<sup>th</sup>, so there could potentially be changes if the board so chose. She also noted that CCHE has to have 75% employee participation, unless there are eligible waivers. The cost has risen markedly (an \$1,800 increase for the year), and Halbersleben noted that will probably continue to be an annual issue. Ditmanson noted that the personnel committee will do a comprehensive review of employee benefits this fall, including discussion of how to address rising costs.

**Finance – Check Signing:** Sundet Wolf stated that Ditmanson had suggested Sundet Wolf be added as a check signer to ease the tension of finding two board members for check signing. Sundet Wolf was concerned about fiduciary separation and responsibility, so she contacted Steve Licari (of Licari Larsen, our auditors), and their response was it would be very reasonable. Sundet Wolf next contacted the credit union to see about adding her name to the list of eligible signees and discovered that her name was already included – the last time the form was presented the credit union had inadvertently included Sundet Wolf on all signing privileges. Opp suggested the board confirm the approval of Sundet Wolf as a check signer. Bruce moved to confirm approval, Pranis seconded, motion carried.

**Finance:** Opp presented a comprehensive review of our 2016 financial picture using a PowerPoint presentation to walk through and summarize the CPA report, explaining terms and illustrating definitions. Discussed confusion of including restricted funds (in particular the scholarship funds) in our balance sheet, and the possibility of having a separate finance sheet for the scholarship funds. Opp also noted that capital project grants increase our revenue stream, but not our expense since they are capital improvements, not expenses. Also discussed how to simplify/summarize future finance reports for board meetings. Pranis is willing to work with Opp and Sundet Wolf to create some pie charts. Sundet Wolf also mentioned she would like the board to be better informed of cause/effect of budget status. For instance, if we have spent much less than half our funds for mentors, how can we increase student use of mentors? Ditmanson noted only 10 minutes remained. Opp used this time to review the 2017 budget, including the proposed state funding increase and relating grant projects. Overall, a very comprehensive review, and the board thanked Opp for his presentation.

**Motion to Adjourn:** Moved: Pranis, Nalezny seconded, Motion carried

**Next Board Meeting:** The next meeting is August 22, 2016

**Resolutions Accepted at the July 25, 2016 Board of Director's Meeting:**

- 1. Approval of Agenda:** With the addition of a Scholarship Committee report, Moved: Pranis, Second: Opp. Motion carried.
- 2. Approval of March Minutes:** Moved: Latz, Second: Nalezny. Motion carried.
- 3. Check Signing:** Opp suggested the board confirm the approval of Sundet Wolf as a check signer. Bruce moved to confirm approval, Pranis seconded, motion carried.
- 4. Motion to Adjourn:** Moved: Pranis, Nalezny seconded, Motion carried

## **Cook County Higher Education (CCHE) Strategic Goals for 2016 - 2020**

*For board discussion on August 22, 2016*

### **Mission**

Provide local access and support for college education and training on the North Shore of Lake Superior.

**Tag line:** Education Where You Live

### **Vision**

Building a sustainable higher education and post-secondary training presence in Cook County, Minnesota that meets the needs of individual students and local organizations.

### ***Vision suggestion from Outreach Committee:***

*Transforming and enriching individual and organizations through educational opportunities*

### **Goal #1**

**Provide student support services that offer a path to opportunity and remove barriers for all interested students.**

### **Goal #2**

**Outreach: Ensure that all members of the community are aware of our services and benefits to both individuals and the community as a whole.**

### **Goal #3**

**Provide training and education programs and services that reflect community needs.**

### **Goal #4**

**Maintain the North Shore Campus as a quality education resource facility for the community.**

### **Goal #5**

**Create and foster partnerships with educational institutions, foundations, businesses, and governments to better serve our clientele.**

### **Goal #6**

**Continue to advance long-term financial stability.**



# Minnesota Department of Transportation

## District 1

1123 Mesaba Avenue  
Duluth, MN 55811-2798  
Office Tel: 218-725-2700  
Fax: 218-725-2800

101 N Hoover Road  
Virginia, MN 55792-3412  
Office Tel: 218-742-1100  
Fax: 218-749-7709

19.C.

August 12, 2016

David Betts, PE  
Cook County Highway Engineer  
Cook County Highway Department  
PO Box 1150  
Grand Marais, MN 55604

RE: Cook County Use of MnDOT Grand Marais Salt Shed

Dear Mr. Betts:

As per our recent conversations, MnDOT has a significant need for increased winter materials storage at our Grand Marais truck station and are nearing completion of construction of a new salt/sand storage shed. The new shed has been designed and located in recognition of our average annual material usage, the dimensions of available property onsite and the poor condition of the existing shed requiring its demolition.

Pursuant to provisions outlined in the Joint Powers Agreement for the Grand Marais fueling facility (dated 08/08/2002) and as we have discussed, we hereby provide notice to Cook County Highway Department that MnDOT does not plan to provide material storage space to other parties at our truck station facility upon the expiration of the current agreement (2022).

MnDOT will provide temporary material storage space (approximately ¼ of the total new volume, or 17' +/- width) for Cook County to use until agreement expiration or at such time you are able to procure alternate storage, whichever occurs first.

Let me know if you have further questions or concerns on this matter. I can be reached at 218-725-2827 or [perry.collins@state.mn.us](mailto:perry.collins@state.mn.us).

Sincerely,

Perry Collins, PE  
Assistant District Engineer – Operations

cc: Duane Hill (MnDOT)  
Greg Pierzina (MnDOT)  
Chris Cheney (MnDOT)  
John McDonald (MnDOT)  
Mike Hedlund (MnDOT)

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